

INSPECTION AND MAINTENANCE AGREEMENT
PERTAINING TO PRIVATE STORMWATER CONTROL MEASURES
SERVING A SINGLE PARCEL

This Agreement made as of the _____ day of _____, 20____, by and between _____ (hereinafter the "Owner") with the intent to create, in addition to personal obligation, a covenant with the certain property as hereinafter described and thus bind subsequent owners of said property, and THE TOWN OF GREENEVILLE, TENNESSEE (hereinafter the "Town").

W I T N E S S E T H:

WHEREAS, the Owner has sought and received approval to construct certain stormwater control measures (hereinafter the "Facility") to control stormwater runoff from property owned in fee simple by Owner and located at _____ and more particularly described on Exhibit A hereto (hereinafter the "Property");

WHEREAS, a copy of the approved plans and specifications for the Facility are on file in the offices of the Greeneville Regional Planning Commission (hereinafter the "Approved Plans");

WHEREAS, the Town deems it to be in the public interest to enter into this Agreement with the Owner to insure that the Facility is constructed, operated and maintained, as designed, to control runoff of stormwater from the Property until such time as new or different stormwater control measures for the Property are approved by the Town, and the same are constructed and placed into operation.

NOW, THEREFORE, in consideration of the Town's approval of the Facility, the Owner agrees as follows:

1. Construction, Maintenance, Repair and Operation of the Facility: The Owner agrees to construct the Facility in accordance with the specifications set forth in the Approved Plans. The Owner further agrees to maintain and operate the Facility in keeping with the Approved Plans and in accordance with all applicable manufacturer/installer's instructions, usual and common practices for similar facilities and all applicable rules, regulations and laws until such time the Facilities are replaced with new or different stormwater control measures for the Property which have been

approved by the Town, and the same are constructed and placed into operation and subject to a written agreement supplementing or replacing this Agreement.

2. Alterations and Modifications of the Facility. No alteration or modification of the Facility, or any component thereof, shall be made by or on behalf of the Owner without the prior express written approval of the Town.

3. Notice. The Owner shall give the Town prompt notice (if given orally, the Owner shall memorialize the same in writing to the Town as soon as practical) of any failure of the Facility to operate as intended, whether caused by faulty design, improper construction, act of nature, accident, intentional act, neglect or Owner's failure or inability to maintain, repair or operate the Facility.

4. Access and Easement. The Owner agrees to maintain appropriate access to the Facility for the use and benefit of the Town as is reasonably necessary to fulfill the Owner's obligations hereunder and to reasonably afford the Town the ability to exercise any of the rights granted the Town under this Agreement.

The Owner hereby grants the Town a perpetual easement on and across the Property reasonably necessary in location and size, and as shown on the Approved Plans, for the purposes of inspection, enforcement of the Owner's obligations under this Agreement, and exercise of any right granted the Town under this Agreement, including the right to maintain, repair, alter, modify and operate the Facility if necessary to control stormwater runoff from the Property.

5. Indemnification and Hold Harmless. The Owner agrees to indemnify and hold harmless the Town from any and all liability, including the cost of defense and attorney's fees, resulting from any claim attributable to or arising out of the construction, operation, repair and maintenance of the Facility. The Owner further agrees to indemnify the Town upon demand for expenditures made by the Town in performing any obligation of the Owner under this Agreement. The Owner agrees to indemnify the Town for all its costs incurred in enforcing this Agreement, including reasonable attorney's fees.

6. Recordation. The Owner agrees that the Town shall record this Agreement and all related exhibits with the Register of Deeds Office for Greene County, Tennessee, at the Owner's expense.

7. Obligations to Run With the Land. The Owner's obligations hereunder shall run with the Property, including the indemnification provisions of paragraph 5, and each such obligation shall be an ongoing covenant with the land. Upon transfer of the Owner's complete interest in the Property, the personal obligation of the Owner shall cease, excepting only unfulfilled obligations existing at such date which obligations the Town may nonetheless require the Owner to remedy (and to indemnify the Town as required under paragraph 5) -- notwithstanding the fact that the same remain an obligation of the Property.

IN WITNESS WHEREOF, the parties have executed (caused the execution) of this Agreement as of the day and date first above written.

Owner

Owner

THE TOWN OF GREENEVILLE, TENNESSEE

By _____

STATE OF TENNESSEE]

COUNTY OF GREENE]

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he (they) executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal of office in Greeneville, Tennessee, on this the ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE]

COUNTY OF GREENE]

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he is the _____ of _____, a corporation, the within named bargainor, and that he, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal of office in Greeneville, Tennessee, on this the ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE]

COUNTY OF GREENE]

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named W.T. Daniels, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he is the Mayor of the Town of Greeneville, Tennessee, a political subdivision of the State of Tennessee, the within named bargainor, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal of office in Greeneville, Tennessee, on this the ____ day of _____, 20____.

Notary Public

My Commission Expires: _____