

INSPECTION AND MAINTENANCE AGREEMENT
PERTAINING TO PRIVATE STORMWATER CONTROL MEASURES
SERVING SUBDIVIDED PROPERTIES
WITH A COMMONLY OWNED FACILITY

This Agreement made as of the _____ day of _____, 20____,

by and between _____ (hereinafter the "Original Owner") with the intent to create, in addition to personal obligation, a covenant with certain real property as hereafter described and thus bind subsequent owners of said real property as subdivided (hereafter individually and collectively -- including the Original Owner -- the "Owner"), and THE TOWN OF GREENEVILLE, TENNESSEE (hereinafter the "Town").

W I T N E S S E T H:

WHEREAS, the Original Owner is the owner in fee simple of certain real property and has sought and received approval to subdivide said real property;

WHEREAS, said real property is located at _____
_____ and is more particularly described on Exhibit A hereto (hereinafter the "Property");

WHEREAS, the Original Owner has sought and received approval to construct certain stormwater control measures (hereinafter collectively the "Facilities") to control stormwater runoff from the Property, which stormwater control

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measures include components located on individual lots (hereinafter “lot specific component”) and components to be located on common ownership property (hereinafter “common ownership component”);

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 Original 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 and made subject to a written agreement supplementing or replacing this Agreement.

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

1. Construction, Maintenance, Repair and Operation of the Facility:

(a) The Original Owner agrees to construct the Facility

in accordance with the specifications set forth in the Approved Plans. The Original 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 specifically approved by the Town in writing directed to the Original Owner and made subject to a written agreement supplementing or replacing this Agreement or until the Original Owner is released of such obligation pursuant to paragraph 7 hereof.

(b) With respect to a lot specific component, the Owner of any lot containing (or to contain) any such component of the Facility shall maintain, repair, and operate such lot specific component in keeping with its approved design 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 said component is replaced with new or different stormwater control measures which have been specifically approved by the Town in writing directed to the Owner of such lot and made subject to a written agreement supplementing or replacing this Agreement or until such Owner is released of such obligation pursuant to paragraph 7 hereof.

(c) The Owner of any interest in the Property together with each other Owner shall jointly and severally maintain, repair and operate any common

use component of the Facility in keeping with its approved design 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 said component is replaced with new or different stormwater control measures which have been specifically approved by the Town in writing directed to the Owners of any interest in the Property known to the Town and made subject to a written agreement supplementing or replacing this Agreement or until such Owner is released of such obligation pursuant to paragraph 7 hereof.

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 Original Owner shall give the Town prompt notice (if given orally, the Original 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 the Owner's failure or inability to maintain, repair or operate the Facility.

4. Access and Easement. The Original Owner agrees to maintain appropriate access to the Facility for the use and benefit of the Town as is

reasonably necessary to fulfill the Original 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 Original 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 Original 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. In like manner each Owner shall 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 a lot specific component located on such Owner's lot or of the construction, operation, repair and maintenance of any common ownership component. The Owner shall indemnify the Town upon demand for expenditures made by the Town

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in performing any obligation of the Owner under this Agreement. The Owner shall indemnify the Town for all its costs incurred in enforcing this Agreement against said Owner or Owner's interest in the Property, including reasonable attorney's fees.

6. Recordation. The Original Owner agrees that the Town shall record this Agreement and all related exhibits with the Register of Deeds Office for Greene County, at the Original 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 ownership interest in the Property, the personal obligation of such Owner shall cease, excepting only unfulfilled obligations existing at such date which obligations while remaining an obligation of the Property the Town may nonetheless require such Owner to remedy. In like manner an Owner's personal obligation arising out of the ownership of a particular lot with a lot specific component shall cease upon said Owner's transfer of such ownership, 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.

Original Owner

Original Owner

Original Owner

Original Owner

THE TOWN OF GREENEVILLE, TENNESSEE

By _____

Prepared by:
Brad Peters, P.E.
Town of Greeneville
200 N. College St.
Greeneville, TN 37745

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 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

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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 _____ Tennessee _____, 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 she is the Mayor of the Town of Greeneville,

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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: _____