

COVENANTS FOR PERMANENT MAINTENANCE OF
STORMWATER FACILITIES

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

THE TERM STORMWATER FACILITIES MAY REFER TO WATER QUANTITY
AND/OR WATER QUALITY FACILITIES (i.e. detention basins, retention basins, swales,
pipes, oil/water separators, sand filtering devices, etc.)

S & E Properties LLC, (an individual/ a Tennessee or other state corporation/ partnership) with
its (office/ residence) located at 405 Montbrook Ln., Knoxville, TN 37919 (hereinafter
"Property Owner") grants these Covenants for Maintenance of Stormwater and/or Water Quality
Facilities (hereinafter "Covenants") on this the 27 day of April 2007.

WITNESSETH:

WHEREAS, The Knox County Stormwater Ordinance requires property owners to enter
into permanent maintenance agreements for stormwater and/or water quality facilities before the
property is developed.

NOW THEREFORE, as a condition of the Engineering Department's issuance of a
Grading Permit, the property owner warrants, covenants, and grants as follows:

1. That they will fully execute a stormwater maintenance facility and stormwater
maintenance documents and the Engineering Department shall record the same in the Register's
Office for Knox County, Tennessee.

The Property owner further warrants that they are the owner of the property located in Knox
County at 12610 Early Rd. and that a final map and plat has been prepared, said map and plat
being prepared by Cannon & Cannon, Inc. on the 26th day of April, 2007.

The property owners further agree that said map and plat shall be recorded in the Register's
Office as soon as the recording of this stormwater agreement takes place and a copy of the
recorded plat and map be furnished to the Knox County Engineering Department.

2. The Property Owner desires to develop all or a portion of the above described property
according to the Grading Permit issued by Knox County based on the Property Owner's
site/subdivision plan entitled Turning Leaf Subdivision dated April 26, 2007 and prepared by
Cannon & Cannon, Inc. (hereinafter "Plan").

3. The Property Owner will construct and maintain the stormwater and/or water quality
facilities in strict accord with the Plan, specifications, calculations, and conditions required by the
Engineering Department.

4. The Property Owner shall provide a surety bond, letter of credit, or cash bond
acceptable to Knox County and in an amount to be determined by the Engineering Department in
a sum sufficient to guarantee that the stormwater and/or water quality facilities are constructed in
accordance with the plan.

5. To ensure that subsequent property owners have notice of these Covenants and the
obligations therein, the Property Owner will include in all instruments conveying any or all of the
above described property on which the stormwater and/or water quality facilities are located, the



Instr: 200708040099612 Page: 1 OF 4
REC'D FOR REC 06/04/2007 4:00:57PM
RECORD FEE: \$22.00
M. TAX: \$0.00 T. TAX: \$0.00

specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will maintain the approved stormwater and/or water quality facilities in good working order acceptable to the County Engineering Department. Minimum maintenance of said facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.

7. In order to provide access to stormwater and/or water quality facilities by personnel, vehicles and equipment, the property owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the County is required to remove the obstruction the County will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein. In addition the easement provided above is further described by Meet and Bounds in Exhibit A.

8. Property Owner grants permission to the County, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the County deems necessary and further for the County or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. (a) If the County determines that the stormwater detention and/or water quality facilities are not being maintained in good working order and gives written notice to the current property owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the property owner fails to comply with the County's notice within the time specified, Property Owner authorizes the County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.

(b) Property Owner further authorizes the County to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the property.

(c) If the Property Owner fails to pay the County after forty-five (45) days written notice, the Property Owner authorizes the County to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.

(d) Property Owner recognizes, however, that this remedy does not obligate the County to maintain or repair any stormwater facilities and/or water quality facilities or restrict the County from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon conveyance of the Property, these Covenants shall transfer to and be binding upon the new



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property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants.

11. These Covenants are permanent and shall run with the land.

12. Property Owner shall, upon the recording of this covenant for permanent maintenance of stormwater, record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and the access easements to these facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the property owner is responsible for maintaining the facility.

13. The Engineering Department will record the Covenants for permanent maintenance of stormwater facilities and the Property Owner shall be responsible for providing to the Engineering Department a check made payable to the Knox County Register of Deeds in the amount sufficient to pay for the said recording. The property of the recorded document shall be returned to the property owner and a copy to the Knox County Law Department before the final plat is signed by the Engineering Department and before all or any portion of the property is transferred or conveyed.

14. Upon Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the property owner may make application to the County for the return or refund of the bond, letter of credit, or cash bond.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 27 DAY OF April, 2007

PROPERTY OWNER:

[Signature]

KNOX COUNTY, TENNESSEE

[Signature]
By: Knox County Mayor

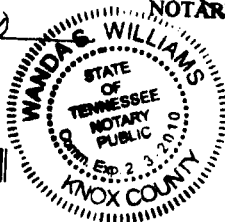
STATE OF TENNESSEE)
COUNTY OF KNOX

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Mike Caspale, the property owner, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 1st day of June, 2007.

My Commission Expires: 2/3/10

Wanda S. Williams
NOTARY PUBLIC



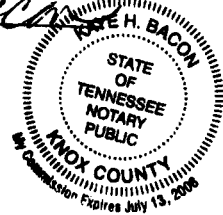
STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared SCOTT SMITH, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Authorized Agent of the S & E Properties LLC and is authorized by S & E Properties LLC to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 27 day of April, 2007.

My Commission Expires: 7-13-08

Steph H. Bacon
NOTARY PUBLIC



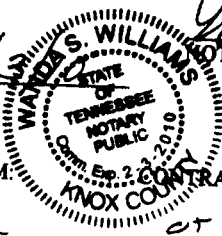
STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Mike Kapdale, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 1st day of June, 2007.

My Commission Expires: 2/1/08

Wanda S. Williams
NOTARY PUBLIC



APPROVED AS TO LEGAL FORM:

CONTRACT NO. 07-193

[Signature]
KNOX COUNTY LAW DIRECTOR

07 07 07
DATE