



Policy 02

COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES (CPMSF)

Covenants for Permanent Maintenance of Stormwater Facilities (CPMSF) is a permanent maintenance agreement that is recorded (and attached to the deed by reference) as a permanent contract in the official records of the Knox County Register of Deeds. The purpose of this document is to ensure perpetual and proper maintenance, repair and/or replacement of a stormwater facility by the current property owner as well as any future owners. The requirement for a permanent maintenance agreement for stormwater facilities is contained in the Knoxville Stormwater and Street Ordinance (Section 22.5-34). Maintenance of stormwater facilities on private property is the responsibility of the property owner rather than the City of Knoxville. The term "*covenants*" refers to multiple promises from the property owner to the City of Knoxville.

The Stormwater Engineering Division requires that the CPMSF must be properly signed and officially recorded before issuing a site development permit or a building permit. The plans reviewer in the Stormwater Engineering Division will notify the person submitting a site development plan if a CPMSF is required. The completed CPMSF Worksheet (Appendix A) is either mailed or faxed to the Stormwater Engineering Division. The CPMSF document is then prepared and forwarded to the property owner for execution. The property owner is responsible for signing the document and having it notarized. The attached basic CPMSF template is for a typical stormwater detention facility with first flush treatment. Additional requirements may be necessary, based upon the type of detention and/or stormwater quality treatment provided.

When the property owner has signed the document and had it notarized, return (1) the original document and (2) a check in the dollar amount specified and made payable to the Knox County Register of Deeds to:

Construction Bond Coordinator
City of Knoxville, Engineering Department
City County Building, Suite 480
400 Main Street
Knoxville, TN 37902

The Engineering Department records the document with the Register of Deeds for Knox County. The property owner will be sent a copy of the recorded CPMSF document along with a receipt.

The property owner is also responsible for the preparation and recording of a survey plat* that shows the stormwater facility and easement. A survey plat must be prepared by a Registered Land Surveyor (RLS) actively registered in the State of Tennessee. The Instrument Number assigned to the CPMSF by the Knox County Register of Deeds must be placed on the new survey plat, so that future property owners and others will have notice of the obligations that run with ownership of the property. The plat must show an easement boundary around each stormwater or water quality facility, complete with bearings and distances, and a tie line from each easement to a property corner. If the facility easement is not directly accessible from an adjoining public street or right-of-way, then a 20-foot traversable access easement must be shown for the stormwater facility.

* NOTE: See the Minimum Subdivision Regulations for platting requirements. Consult the plat review form in Appendix A and the plat review flowcharts in Chapter 2 for additional information, or call the Stormwater Engineering Division (telephone 215-2148) as necessary.

CONTRACT NUMBER:

Form 5/10/2000
This instrument prepared by:
Sharon E. Boyce
Senior Attorney
City of Knoxville

THIS DOCUMENT IS A
BLANK TEMPLATE USED
BY STORMWATER
ENGINEERING DIVISION IN
PREPARING A CPMSF.

**COVENANTS FOR PERMANENT MAINTENANCE OF
STORMWATER FACILITIES**

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

_____, (an individual/ a Tennessee or other state corporation/partnership), with its (office/residence) located at _____, (hereinafter "Property Owner") grants these Covenants for Maintenance of Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the __ day of _____ 2003.

WITNESSETH:

**TEMPLATE ONLY !
Do not use this form to
execute CPMSF.**

WHEREAS, City of Knoxville Ordinance No. 0-155-03, _____ is amended, 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 Department of Engineering's issuance of a Site Development Permit, the Property Owner warrants, covenants and grants as follows:

1. The Property Owner warrants that it is the owner of property located within the City of Knoxville at _____ (address); **CLT Number:** Map___ Insert___ Group___Parcel___; **City Block Number:** ___ ; and more specifically of record by deed dated ___ in (**Warranty Book** ___ **Page** ___ or as **Instrument Number** ___) with the Knox County Register of Deeds, (hereinafter referred to as the "Property") and that it has the right to grant said Covenants.

2. The Property Owner desires to develop all or a portion of the above described Property according to the Site Development Permit to be issued by the City Engineering Department based on the Property Owner's site/subdivision plan entitled _____, dated _____ and prepared by _____ (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 Department of Engineering.

4. The Property Owner will provide a surety bond, letter of credit or cash bond acceptable to the City and in an amount to be determined by the Department of Engineering 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 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 City Department of Engineering. Minimum maintenance of the 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 within an easement from a public street in strict accord with the Plan and any conditions required by the Department of Engineering. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation shall be allowed to grow on the easement; and that no use will be made which will interfere with the use of said easement for access to the facilities. If access to the facilities is obstructed and the City is required to remove the obstruction, the City will follow the notice procedure, double lien, and collection process as set forth in Paragraph 9 herein.

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

9. (a) If the City 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 City's notice within the time specified, Property Owner authorizes the City 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 City 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 City for the above expenses after forty-five (45) days written notice, the Property Owner authorizes the City 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 City to maintain or repair any stormwater facilities and/or water quality facilities or restrict the City from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding upon 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 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 will record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and an access easement to these facilities on a survey plat of record. The 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. Property Owner will record these Covenants with the Knox County Register of Deeds and return the original to the Department of Engineering before the final plat is signed by the Department of Engineering, and before all or any portion of the property is transferred or conveyed.

APPROVED BY DEPARTMENT OF ENGINEERING:

By: _____
Title: _____
Date: _____

THIS DOCUMENT IS A BLANK TEMPLATE
USED BY STORMWATER ENGINEERING
DIVISION IN PREPARING A CPMSF.

PROPERTY OWNER:

BY: _____
TITLE: _____

THIS DOCUMENT IS A BLANK
TEMPLATE USED BY
STORMWATER ENGINEERING
DIVISION IN PREPARING A
NOTARY WITNESS FORM.

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ (Title) of _____, the within named bargainor, a corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____

WITNESS, my hand and official seal at office this ____ day of _____, 2003.

MY COMMISSION EXPIRES:

NOTARY PUBLIC