

Document prepared by:

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**INSPECTION AND MAINTENANCE AGREEMENT  
OF PRIVATE STORMWATER MANAGEMENT FACILITIES**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between

\_\_\_\_\_ hereinafter referred to as the "OWNER(S)" of the following property:

\_\_\_\_\_, and City of Columbia, Tennessee, hereinafter referred to as the "CITY",

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the CITY and agree as follows:

1. The OWNER(S) covenant and agree with the CITY that they shall provide for adequate long term maintenance and continuation of stormwater control measures to ensure that the facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventative maintenance activities at intervals described in the schedule attached hereto along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall record with this Agreement a Post Construction Long Term Maintenance Plan which documents inspections and maintenance activities that shall occur.
3. The OWNER(S) shall grant to the CITY or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility within the CITY and its urban growth boundary (UGB).
4. The OWNER(S) shall record and grant to the CITY the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the CITY or its agent and contractor in accordance with the Stormwater Ordinance. The OWNER(S) agrees that should maintenance not be properly performed, after due notice, the CITY may order the work performed. The OWNER(S) shall reimburse the CITY upon demand the costs incurred and any enforcement action costs according to the Stormwater Ordinance and is due upon receipt.
5. The OWNER(S) shall indemnify and save the CITY harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the facility.
7. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the CITY's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.

8. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the county of Maury, Tennessee; and

WHEREAS, Landowner is the owner of certain real property, more particularly described as \_\_\_\_\_, recorded by deed in the Register of Deeds Office of Maury County in Deed Book \_\_\_\_\_, Page(s) \_\_\_\_\_.

9. **The OWNER(S) shall provide an illustration with this Agreement. A reduced copy of the grading and drainage sheet(s) of the plan which illustrates all easements and the entire stormwater system shall be recorded with this Agreement and shall be labeled Page 3, Page 4, etc...**

10. A recorded copy of this document shall be returned to the City of Columbia, Engineering Department.

11. The Final Plat shall also provide the deed book and page numbers of this recorded agreement.

ATTEST:

FOR THE OWNER(S):

OWNER SIGNATURE \_\_\_\_\_

PRINT OWNER NAME \_\_\_\_\_

\_\_\_\_\_ Title

OWNER ADDRESS \_\_\_\_\_

OWNER ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

STATE OF TENNESSEE  
MAURY COUNTY

Personally appeared before me, a Notary Public in and for said State and County, the within named \_\_\_\_\_, with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Below this line is for City use

APPROVED:

CITY OF COLUMBIA, TENNESSEE  
ENGINEERING DEPARTMENT

\_\_\_\_\_  
Notary Public

My Commission Expires:

By: \_\_\_\_\_

Per item 9 of this Agreement:

This page shall be replaced with a reduced plan which illustrates all easements and the entire stormwater system.

Per item 2 of this Agreement:

A Post Construction Long Term Maintenance Plan shall be recorded with this Agreement.

An example is located at:

[http://www.columbiatn.com/EngWeb/Eng\\_pdfs/StormwaterPDFs/ExampleLongTermMaint.pdf](http://www.columbiatn.com/EngWeb/Eng_pdfs/StormwaterPDFs/ExampleLongTermMaint.pdf)