

DOCUMENT PREPARED BY:

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

Company \_\_\_\_\_

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

\_\_\_\_\_

*After recording return copy to City of Columbia, Development Services*

INSPECTION AND MAINTENANCE AGREEMENT  
OF PRIVATE STORMWATER MANAGEMENT FACILITIES

Map & Parcel Number: \_\_\_\_\_

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

Recorded by deed in the Register of Deeds Office of Maury County in Deed Book \_\_\_\_\_, Page(s) \_\_\_\_\_.

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",

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 the OWNER(S) shall provide for adequate long term maintenance and continuation of stormwater control measures described in the Long Term Maintenance Plan and shown on the location map, deed of easement drawing or plat attached hereto 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 perform routine inspections to ensure that all long term stormwater management facilities are properly functioning. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at the site. The OWNER(S) or operators shall maintain documents of these inspections.
3. The OWNER(S) shall perform comprehensive inspections of all stormwater management facilities and practices. These inspections shall be conducted once every five years, at a minimum. Such inspections must be conducted by either a professional engineer or landscape architect.
4. 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.
5. 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.
6. If, upon inspection, the CITY finds that the OWNER(S) has failed to properly maintain the facilities, the CITY may order the work performed within ten (10) days. In the event the work is not performed within the specified time, the OWNER(S) agrees to allow the CITY to enter the property and take whatever steps it deems necessary to maintain the stormwater control facilities. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the PROPERTY without first obtaining written approval of the OWNER(S).
7. The CITY is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the CITY. The OWNER(S) shall reimburse the CITY upon demand the costs incurred in the maintenance of the facilities.
8. If the OWNER(S) fails to pay the CITY for the above expensive after forty-five (45) days written notice, the OWNER(S) authorizes the CITY to collect said expenses from the OWNER(S) through appropriate legal action and the OWNER(S) shall be liable for the reasonable expenses of collection, court costs, and attorney fees.

9. The OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold harmless the CITY and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the CITY from the construction, presence, existence, or maintenance of the stormwater control facilities subject to this AGREEMENT. In the event a claim is asserted against the CITY, its officers, agents or employees, the CITY shall notify OWNER(S) and the OWNER(S) shall defend at OWNER(S) expense any suit based on such claim. If any judgment or claims against the CITY, its officers, agents or employees, shall be allowed, the OWNER(S) shall pay all costs and expenses in connection therewith. The CITY will not indemnify, defend or hold harmless in any fashion the OWNER(S) from any claims arising from any failure, regardless of any language in any attachment or other document that the OWNER(S) may provide.
10. 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.
11. No waiver of any provision of this AGREEMENT shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any default.
12. The OWNER(S) shall record a plat showing and accurately defining the easements for stormwater control facilities. The plat must reference the Instrument Number where this AGREEMENT and its attachments are recorded and contain a note that the OWNER(S) is responsible for maintaining the stormwater management facilities.
13. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the county of Maury, Tennessee, and the AGREEMENT shall constitute a covenant running with the land, and shall be binding upon the OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successors in interest

ATTEST BY OWNER(S):

Print Name _____ Title _____ Signature _____	Owner _____ Address _____ City, State ZIP _____
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STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted and who acknowledged that he/she executed the foregoing instrument of the purposes therein contained.

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

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

CITY OF COLUMBIA, TENNESSEE  
 ENGINEERING DEPARTMENT

APPROVED BY : \_\_\_\_\_

STATE OF TENNESSEE  
 COUNTY OF MAURY

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged themselves to be the City Engineer of the City of Columbia or his designee and as such, being authorized so to do, executed the foregoing instrument of the purposes therein contained.

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

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

PER ITEM 1 OF THIS AGREEMENT:

A post construction long term maintenance plan shall be recorded with this agreement.

The plan shall include a reduced grading and drainage sheet, location map, and deed of easement drawing or plat.

REMOVE THIS SHEET

REPLACE WITH THE REQUIREMENTS LISTED ABOVE.