

**STORMWATER DETENTION FACILITIES
INSPECTION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between _____ (hereinafter called the "Landowner") and the City of Tullahoma.

WITNESSETH, that

WHEREAS, Ordinance No. 1283, was adopted by the City of Tullahoma, effective June 28, 2004, and provided for the adoption of the Stormwater Management ordinance of the City of Tullahoma; and

WHEREAS, under said ordinance the City of Tullahoma Public Works Director (herein called Enforcing Officer) shall have the authority to inspect private stormwater drainage systems within the City of Tullahoma, and to order such corrective actions to said private drainage systems as are necessary to maintain properly the major and minor drainage systems within the City of Tullahoma; and

WHEREAS, the Enforcing Officer and the City of Tullahoma Board of Mayor and Aldermen have adopted and approved certain technical guidelines relating to policy on detention of stormwater in the City of Tullahoma as defined in the Stormwater Management ordinance; and

WHEREAS, in Section 4, of said ordinance, it is provided that detention facilities located on private property in the City of Tullahoma must be maintained by the property owner, and a maintenance agreement must be executed before the development plan is approved; and

WHEREAS, the Landowner is the owner of certain real property, more particularly described as _____

as recorded by deed in the Register of Deeds Office in the City of Tullahoma, in Deed Book ____ at page _____ (hereinafter called the "Property"); and

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, Site Plan/Subdivision Plan _____ (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City of Tullahoma, provides for detention of stormwater within the confines of the property; and*

WHEREAS, the City of Tullahoma and the Landowner agree that the health, safety, and general welfare of the residents of the City of Tullahoma require that onsite stormwater detention facilities be constructed and maintained on the property; and

WHEREAS, the City of Tullahoma requires that onsite stormwater facilities as shown on Plan _____ be constructed and adequately maintained by the Landowner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The onsite stormwater detention facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in Plan _____.

2. The Landowner shall maintain the stormwater detention facilities as shown on Plan _____ in good working order acceptable to the Enforcing Officer. Maintenance shall include, but not be limited to, removal of silt, litter and other debris, the cutting of grass, the replacement of landscape vegetation, and all additional maintenance and repair needs outlined in the design documents.

3. The Landowner shall provide for an annual inspection of the Stormwater detention facilities as shown on Plan _____ for the purpose of documenting the completion of proper maintenance and repair activities. The property owner will arrange for this inspection to be conducted by a registered professional engineer licensed to practice in the State of Tennessee who will submit a sealed report of the inspection to the Department of Public Works. The first annual inspection report shall be submitted 12 months after the issuance of a Certificate of Occupancy on the site or acceptance of the stormwater detention facility construction by the City of Tullahoma. Subsequent inspection repairs shall be performed in one-year increments. All maintenance and repair activities shall be certified as complete upon the submittal of the report.

4. The Landowner hereby grants permission to the City of Tullahoma, its authorized agents, and employees to enter the property and to inspect the stormwater detention facilities whenever it deems necessary. Whenever possible, the City of Tullahoma shall notify the Landowner prior to entering the property.

5. *In the event the Landowner fails to maintain stormwater detention facilities as shown on Plan _____ in good working order acceptable to the Enforcing Officer, the City of Tullahoma may enter the property and take whatever steps it deems necessary to maintain said stormwater detention facilities. This provision shall not be construed to allow the City of Tullahoma to erect any structure of a permanent nature on the land of the Landowner without first obtaining written approval of the Landowner. It is expressly understood and agreed that the City of Tullahoma is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City of Tullahoma.*

6. *In the event the City of Tullahoma, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the City of Tullahoma upon demand, within ten (10) days of receipt thereof for all costs incurred by the City of Tullahoma hereunder.*

7. *It is the intent of this Agreement to insure the proper maintenance of onsite stormwater detention facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater drainage.*

8. *The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold the City of Tullahoma and its agents and employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City of Tullahoma from the construction, presence, existence, or maintenance of the stormwater detention facilities by the Landowner or the City of Tullahoma.*

In the event a claim is asserted against the City of Tullahoma, its agents, or employees, the City of Tullahoma shall notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against the City of Tullahoma, its agents, or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

9. *This Agreement shall be recorded among the land records of the City of Tullahoma, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interest.*

*Plan _____ refers to site plan prepared by _____ dated _____, on file with the City of Tullahoma Planning and Codes Department.

WITNESS the following signatures and seals;

THE CITY OF TULLAHOMA BOARD
OF MAYOR AND ALDERMEN

By _____
Mayor

By _____
(Landowner)

ATTEST:

Prepared by: _____

STATE OF TENNESSEE

COUNTY OF COFFEE

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the ____ day of _____, 20 __, do certify that _____, whose names are assigned to the foregoing Agreement bearing the date of ____ day of _____, 20 __, have acknowledged the same before me in my said County and State aforesaid.

Given under my hand this ____ day of _____, 20 __.

Notary Public