



Prepared by:

SMYRNA DEPARTMENT OF STORMWATER
315 South Lowry Street
Smyrna, TN 37167

INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES

TNR No.: _____ Map & Parcel No.: _____ Deed Book & Page No.: _____

Project Name & Address: _____

THIS AGREEMENT, made this _____ day of _____, 20_____, by and between _____, hereinafter referred to as the "OWNER(S)" of the following property and the Town of Smyrna, Tennessee, hereinafter referred to as the "TOWN",

WITNESSETH WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, do hereby covenant with the TOWN and agree as follows:

The OWNER(S) covenant and agree with the TOWN that the OWNER(S) shall provide for adequate long term maintenance and continuation of the stormwater control measures described in the Long Term Maintenance Plan (LTMP) and shown in 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 inspection schedule included in this agreement and the LTMP along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.

The OWNER(S) shall maintain a copy of the LTMP, together with a record of inspections and maintenance actions required by the Plan. The OWNER(S) shall document the times of inspections, remedial actions taken to repair, modify or reconstruct the system, the state of control measures, and notification of any planned change in responsibility for the system. The TOWN may require that the OWNER's records be submitted to the TOWN.

If it is later determined that the TOWN's NPDES permit clearly directs OWNER's or the TOWN to manage stormwater treatment systems differently than specified in the LTMP, the direction of the NPDES permit shall override the provisions of the LTMP. The OWNER(S) agrees to abide by the most recent LTMP developed by the TOWN.

The OWNER(S) shall and hereby does grant to the TOWN, its agents and contractors 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.

If, upon inspection, the TOWN finds that OWNER(S) has failed to properly maintain the facilities, the TOWN may order the work performed within ten (10) business days. In the event the work is not performed within the specified time, the OWNER(S) agrees to allow the TOWN to enter the property and take whatever steps it deems necessary to maintain the stormwater control facilities at the OWNER(S) expense. PROVIDED, HOWEVER, that the TOWN shall in no event be deemed obligated to maintain or repair the stormwater control measures, and nothing in this AGREEMENT shall ever be construed to impose or create any such obligation on the TOWN. This provision shall not be construed to allow the TOWN to erect any structure of a permanent nature on the land of the OWNER(S) without first obtaining written approval of the OWNER(S).

If the OWNER fails to pay the TOWN for the above expenses after forty-five (45) days written notice, the OWNER(S) authorizes the TOWN to collect said expenses from the OWNER through appropriate legal action and the OWNER(S) shall be liable for the reasonable expenses of collection, court costs, and attorney fees. As an additional remedy, and not in lieu, the TOWN may record a lien.

The OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold harmless the TOWN and its officers, agents, employees, and elected officials, 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 TOWN 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 TOWN, its officers, agents, or employees, the TOWN 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 TOWN, its officers, agents, or employees, or elected officials, shall be allowed, the OWNER(S) shall pay all costs and expenses, including attorney fees of counsel selected by the TOWN, in connection therewith. The TOWN 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.

The OWNER(S) shall not transfer, assign or modify its responsibilities with respect to this AGREEMENT without the TOWN's prior written consent. Nothing herein shall be construed to prohibit a transfer of the subject real estate by OWNER(S); provided, however, the OWNER(S) shall remain liable under this AGREEMENT unless released in writing by the TOWN.

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 other default.

The OWNER(S) shall include as attachments to this AGREEMENT a map of the property with stormwater control measures, manufacturer's recommendations for inspection and service protocols, and detail sheets for each stormwater treatment control.

The OWNER(S) shall record this AGREEMENT and the associated LTMP in the office of the Register of Deeds for the county of Rutherford, 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, forever, and in perpetuity.

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 plat note that the OWNER(S) is responsible for maintaining the stormwater management facilities.

The OWNER(S) shall reference this AGREEMENT and the associated LTMP on the Development Agreement entered between the OWNER(S) and the TOWN.

This AGREEMENT must be re-approved and re-executed by the City if all or a portion of the Property is subdivided or assembled with other property.

Facility Owner		Email:
		Phone:
Facility/Property Manager		Email:
		Phone:
Maintenance inspections will Be the responsibility of		Email:
		Phone:

Qty.	Type of SCM	Size/Length/# (total)	Units
	Bioretention		Square feet
	Pervious Paver		Square feet
	Pervious concrete/asphalt		Square feet
	Rain Garden		Square feet
	Manufactured Treatment Device		No. of units
	Pond, dry		Cubic feet
	Pond, extended dry		Cubic feet
	Pond, wet		Cubic feet
	Detention, underground		Cubic feet

Inspection and maintenance activity	Cost (\$)	Frequency
Routine inspections shown in LTMP		
Landscaping services *only within SCM, not entire site		
Litter removal and disposal		
Repairing areas of erosion		
Debris removal (blocked outlets, pipes, etc.)		
Removal of sediment at entrances to biocells, trenched, etc.		
Removal of sediment from forebay		
Removal of sediment from whole pond		
Inspection of Manufactured Treatment Devices		
Inspection of underground chambers		
Replacement of filters		
Inspection by EPSC professional (once/five years)		

OWNERS: _____ (Print) BY: _____ (SIGNATURE)

TITLE: _____

ADDRESS _____ PHONE/EMAIL _____

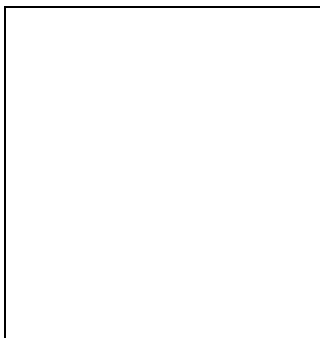
STATE OF TENNESSEE
TOWN OF SMYRNA

Before me, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis
(Owner)
of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the

LTMA) of _____, the within named bargainer, a corporation, and that such president or officer
(Homeowner Association/ Business)

as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing
(Title)
the name of the corporation as _____.

(Company)
Witness my hand and official seal at office in _____, TN, this _____ day of
_____, of the year 20____.



Notary Public: _____

My Commission Expires: _____