

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 Chattanooga, 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.
2. All parcels served by the stormwater control measures are shown in Plat Book _____, Page _____ and are equally responsible for all costs associated with maintaining the stormwater control measures.
3. The OWNER(S) shall perform preventative maintenance activities outlined in the CITY's *Guidance Manual for Storm Water Structure Maintenance*, (hereinafter referred to as the "MANUAL") incorporated herein by reference, along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance. The MANUAL provides recommendations for frequency of inspection, record keeping and maintenance and/or repair activities.
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.
5. The OWNER(S) shall 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. The OWNER(S) agree 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 double the costs incurred and any enforcement action costs according to the Stormwater Management Ordinance and is due upon receipt. The OWNER(S) authorize the CITY to place a lien in this amount should payment not be remitted within forty-five (45) days of receipt.
6. 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.
7. 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.
8. 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. These covenants are permanent and run with the land.
9. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the county of Hamilton, Tennessee. A copy of the recorded plat and a recorded copy of these covenants shall be filed with the City Stormwater Management Office prior to the sale, transfer, or conveyance of any lots.

ATTEST:

FOR THE OWNER(S):

Title

PRINT OWNER NAME

PHONE NUMBER

REVIEWED BY:

FOR THE CITY OF CHATTANOOGA,
STORMWATER MANAGEMENT

ATTEST:

PREPARED BY: CITY OF CHATTANOOGA,
ENGINEERING DIVISION,
1250 MARKET STREET, SUITE 2100,
CHATTANOOGA, TN 37402

STATE OF _____

COUNTY OF _____

Before me, _____ of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of _____, the within named bargainer, a corporation, and that such president or officer as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as _____.

Witness my hand and official seal at office in _____, this _____ day of _____

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, _____ of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who acknowledge themselves to be the Water Quality Manager of the City of Chattanooga, Tennessee and that as such Water Quality Manager, being authorized so to do, executed the foregoing instrument of the purposes therein contained.

Witness my hand and official seal at office in _____, this _____ day of _____

NOTARY PUBLIC

My Commission Expires: _____