

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

**COF #** \_\_\_\_\_ **MAP & PARCEL NO.:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**PROJECT ADDRESS:** \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as the "OWNER(S)" of the referenced property and City of Franklin, Tennessee, hereinafter referred to as the "CITY",

Being all or a portion of the land acquired by (name) \_\_\_\_\_, by (deed type) \_\_\_\_\_ from (name) \_\_\_\_\_, dated \_\_\_\_\_, of record in Book # \_\_\_\_\_, Page # \_\_\_\_\_, Register's Office of Williamson County, Tennessee.

**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 the OWNER(S) shall provide for adequate long term maintenance and continuation of all features and infrastructure that capture, convey, treat or detain stormwater located onsite. This shall be further described and shown in the Long-Term Maintenance Plan, attached hereto as Exhibit A, 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 included in the Long-Term Maintenance Plan with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the CITY an annual report by July 1<sup>st</sup> of each year. The report will include the Long-Term Maintenance Plan that document inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
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.
4. 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 in accordance with the Stormwater Management Ordinance. 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 the costs incurred and any enforcement action costs according to the Stormwater Management Ordinance and is due upon receipt.
5. The CITY 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.
6. If the OWNER fails to pay the CITY for the above expenses after forty-five (45) days written notice, the OWNER authorizes the CITY to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court cost, and attorney fees.
7. The OWNER(S) shall indemnify and save the CITY harmless from any and all claims for damages to persons or property arising from OWNER(S) actions or inaction relating to the construction, maintenance, and use of the facility.
8. 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.
9. The OWNER(S) shall not be able to 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.
10. 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 attachments are recorded and contain a note that the OWNER(S) is responsible for maintaining the stormwater management facilities.
11. The OWNER(S), or the City on the OWNERS(S) behalf, shall record this AGREEMENT in the office of the Register of Deeds for the County of Williamson, 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.

**PROVIDED BY COF:** SWG PERMIT # SWG - \_\_\_\_\_ **COF CONTRACT NUMBER:** \_\_\_\_\_

**FOR THE OWNER(S):**

**ATTEST:** OWNER SIGNATURE: \_\_\_\_\_

PRINT OWNER NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

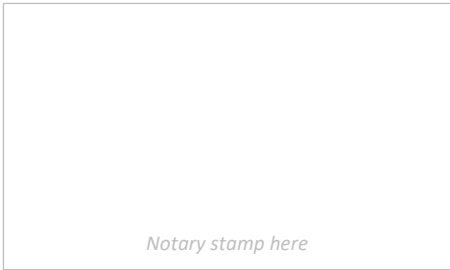
OWNER ADDRESS \_\_\_\_\_

OWNER PHONE & EMAIL: \_\_\_\_\_

**OWNER NOTARY:**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ (notary) of the state and county mentioned, personally appeared \_\_\_\_\_ (owner name), with whom I am personally acquainted (or proved 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 \_\_\_\_\_ (company name), the within named bargainor, a corporation, and that such president or officer as such \_\_\_\_\_ (title), executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as \_\_\_\_\_ (company name).



*Notary stamp here*

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC** My Commission Expires: \_\_\_\_\_

PREPARED BY: CITY OF FRANKLIN, DEPARTMENT OF ENGINEERING

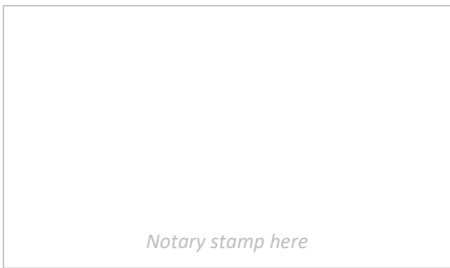
ATTEST: \_\_\_\_\_ Date \_\_\_\_\_

CITY OF FRANKLIN, DEPARTMENT OF ENGINEERING  
109 3<sup>rd</sup> AVENUE SOUTH, FRANKLIN, TN 37064

**CITY NOTARY:**

STATE OF TENNESSEE COUNTY OF WILLIAMSON

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge themselves to be the Stormwater Management Coordinator of the City of Franklin, Tennessee and that as such Stormwater Management Coordinator, being authorized so to do, executed the foregoing instrument of the purposes therein contained.



*Notary stamp here*

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC** My Commission Expires: \_\_\_\_\_

# EXHIBIT A - LONG TERM MAINTENANCE PLAN (LTMP)

PROJECT NAME:	COF#:
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SUBDIVISION/SECTION/LOT:

ADDRESS:	MAP & PARCEL:
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LAT/LONG:	IMPERVIOUS SQ. FT.
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CONTACT INFO:	Owner	Prepared By:
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NAME & COMPANY:		
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ADDRESS:		
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PHONE:		
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Email:		
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*\*Owner shall submit Annual Inspection Reports to the City of Franklin's Engineering Dept. no later than July 1<sup>st</sup> of each year*

### STORMWATER SYSTEM FEATURES LOCATED ON SITE:

Bioretention/Rain Gardens	Infiltration Trenches	Dry Ponds	Green Roof
Water Quality Swales	Riparian Buffers	Wet Ponds	Wetland
Oil Grit Separator/Water Quality Unit	Underground Detention	Storm Sewer	Grass Swales
Permeable Pavers/Concrete	Other:		

### ALL OF THE FOLLOWING DOCUMENTS SHALL BE ATTACHED AND INCLUDED WITH THIS FORM:

	Location Map
	Stormwater Features Location Sheet: include detailed exhibits of the BMP's and a site map showing the location of all BMP's and stream buffers: <b>CLEARLY LABELED</b>
	Oil Grit Separator/Water Quality Unit 2 year maintenance agreement
	Maintenance narrative & description of each BMP to be inspected
	BMP inspection and maintenance form for each BMP located on site

**AS-BUILT DRAWINGS** of the stormwater controls will be provided to the City upon completion of the site construction.

**ACCESS:** As agreed to with the Inspection and Maintenance Agreement, the owner shall grant to the City of Franklin or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operation, installing, constructing, reconstructing, maintain, or repairing the facility.

**WASTE & SEDIMENT DISPOSAL:** Trash and debris collected from the stormwater sewer system shall be properly disposed with a licensed sanitation company. All sediment and debris shall be disposed at a licensed landfill in accordance with all local, state, and federal laws. If any sediment is believed to be contaminate, the Tennessee Department of Environment and Conservation (TDEC)-Division of Water Pollution Control should be contacted at (615)-532-0625.

### CERTIFICATION: *Signed by the Engineer/Design Professional that completed this Maintenance Plan*

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PRINT NAME:	SIGNATURE:	DATE:
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ADDRESS:	PHONE & EMAIL:
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OWNER'S AUTHORIZATION:	PRINT:	SIGNATURE:
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