

Prepared by:
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 City of Murfreesboro, Tennessee
 111 W. Vine Street
 Murfreesboro, TN 37130

**INSPECTION AND MAINTENANCE AGREEMENT
 FOR PRIVATE STORMWATER MANAGEMENT FACILITIES –CORPORATE AND LLC**

Property Identification:

City Use:

Record Bk:		Page No:	
Plat Book:		Page No:	Lot No:

MWRD No.:

Project Name:		
Project Address:		
Owner:		
Owner Address:		
City:	State:	Zip Code:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A.

This Inspection and Maintenance Agreement ("Agreement") is made this ____ day of _____, 20 ____, by and between _____ ("Owner", whether one or more), and the City of Murfreesboro ("City").

WHEREAS, the City is required by federal and state surface water quality regulations and its National Pollutant Discharge Elimination System (NPDES) permit to prevent surface water quality degradation from development or redevelopment activities within its jurisdiction, and the City has adopted surface water quality regulations as required and such regulations are contained in the Stormwater Management chapter of the City Code; and

WHEREAS, the Owner owns the Property identified above and has or will construct certain stormwater management facilities on the Property, and has developed a Stormwater Maintenance Plan (SWMP No. _____, as may be amended from time to time, the "Plan") for the maintenance of those facilities, which the City has reviewed and approved, and a copy of which will be maintained at the Murfreesboro Water Resources Department. A drawing showing the general area of the facilities covered by the Plan is attached to this Agreement for ease of identification.

THEREFORE, in consideration of the benefits received by the Owner as a result of the approval by the City of the Plan, the Owner does hereby covenant and agree with the City as follows:

1. The Owner shall provide adequate long-term maintenance and continuation of the stormwater control measures described in the Plan, to ensure that all stormwater facilities are and remain in proper working condition. The Owner shall perform inspection and preventative maintenance activities in accord with the Plan.
2. The Owner shall maintain a copy of the Plan on site, together with a record of inspections and maintenance actions required by the Plan. The Owner 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. All inspection and maintenance records shall be maintained on-site, and made readily available to The City upon request, for a period of at least five (5) years.
3. If it is later determined that the City’s NPDES permit clearly directs Owners or the City to manage stormwater treatment systems differently than specified in the Plan, the direction of the NPDES permit shall override the provisions of the Plan.
4. The Owner hereby grants to the City the right of ingress, egress and access to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facilities. The Owner hereby grants to the City the right to install and maintain equipment to monitor or test the performance of the stormwater control system for quality and quantity upon reasonable notice to Owner.
5. If the City finds that the Owner has not maintained the facilities, the City may order the Owner to make repairs or improvements to bring the facilities up to the standards set forth in the Plan. If the work is not performed within the time specified by the City, the City may enter the property and take any action necessary to maintain or repair the stormwater management facilities; PROVIDED, HOWEVER, that the City shall in no event be deemed obligated to maintain or repair the stormwater management facilities, and nothing in this Agreement shall ever be construed to impose or create any such obligation on the City.
6. If the City incurs expenses in maintaining the stormwater control facilities, and the Owner fails to reimburse the City for such expenses within 45 days after a written notice, the City may collect said expenses from the Owner through appropriate legal action, and the Owner shall be liable for the reasonable expenses of collection, including all court costs and attorney fees.

CORPORATE:

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) as the _____ of _____, for the purposes contained herein.

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

Notary Public: _____

My Commission Expires: _____

CREDITOR (IF APPLICABLE):

State of _____ County of _____

Before me, the undersigned authority, a Notary Public in and for said County and State mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) in _____ capacity as _____ of _____ for the purposes contained herein.

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

Notary Public: _____

My Commission Expires: _____

CITY:

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) on behalf of the City of Murfreesboro Water Resources Department for the purposes contained herein.

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

Notary Public: _____

My Commission Expires: _____