

## AGREEMENT FOR PERMANENT INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES

FOR

**Project Title**

Map No: **118** Parcel No: **1.04**

The term "STORMWATER FACILITIES" may refer to water quality and/or water quantity facilities (i.e. low

impact design features, water quality ponds, infiltration beds, detention or retention basins, swales, pipes,

structures, proprietary treatment devices, etc.), which are located OUTSIDE the public road right-of-way on this

property.

THIS AGREEMENT, made to and entered into this \_\_\_\_ day of \_\_\_\_\_, of the year, \_\_\_\_\_, by and between **Property Owner(s)** (hereinafter called the "Land Owner") and Wilson County, (hereinafter called "The County").

WITNESSETH, that

WHEREAS, Wilson County requires any Land Owner to enter into a agreement for stormwater facilities, which

are located outside the public road right-of-way before the property is developed and

WHEREAS, the Land Owner is the owner of certain real property, more particularly described as **Tax Map ; Parcel** as recorded by Deed in the land records of Wilson County, Tennessee in **Deed Book , Page**, (Hereinafter called the "Property"); and has full authority to execute this agreement and

WHEREAS, the Land Owner is proceeding to develop the property; and

WHEREAS, the Plans, prepared by **Project Engineer Firm**, latest revision, on file at Wilson County (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved

by The County, provides for Water Quality and/or Quantity Control and/or Stormwater Conveyance (hereinafter called the “Stormwater facilities”); within the confines of the property; and

WHEREAS, The County and the Land Owner agree that the health, safety, and general welfare of the residents of the County require that onsite stormwater facilities as shown on the latest revision to the Plan be constructed and adequately maintained by the Land Owner in accordance with the current State of Tennessee MS-4 Permit Requirements;

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 Land Owner in accordance with the plans and specifications identified in the Plan shall construct the onsite storm water facilities, if the onsite storm water facilities are not constructed as of the date of execution of this Agreement.
2. The Land Owner shall maintain in a timely manner the stormwater facilities as shown on the Plan in good working order acceptable to The County, in accordance with the current State of Tennessee MS-4 Permit requirements, and in compliance with the detailed “Long Term Maintenance Plan” to be prepared by the Land Owner’s Engineer. This Long Term Maintenance Plan “LTMP # \_\_\_\_\_”, as may be amended from time to time for the maintenance of those facilities, which The County has reviewed and approved, and a copy will be maintained at The Wilson County Storm Water Office. A drawing showing the general area of these facilities, covered by the plan, is attached to the Plan for ease of identification. This maintenance at a minimum includes periodic visual inspections. If the stormwater facilities are not functioning properly, the Land Owner will clean such facilities to maintain their intended functions. This includes the removal of any debris, litter or sediments that may cause the stormwater facilities to function improperly; normal cutting of grass, replacement of landscape vegetation or buffer signage, and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater facilities will meet industry standards.
3. The Land Owner shall provide and document routine inspections of the stormwater facilities by a person familiar with those facilities annually. Comprehensive inspections by a Tennessee licensed engineer or landscape architect shall be performed once every five years. Documentation of these

inspections and repairs shall be kept for a minimum of three years and made available to the county at reasonable times upon request.

4. The Land Owner hereby grants permission to The County, its authorized agents, and employees to enter the property and to inspect the stormwater facilities whenever it deems necessary. Whenever possible, The County shall notify the Land Owner prior to entering the property and shall use its best efforts not to disturb the Land Owner's use and enjoyment of the Property while conducting said inspections.

5. In the event the County determines that the stormwater facilities are not being maintained in good working order and gives written notice to the Land Owner to repair, replace, reconstruct or maintain said facilities within a reasonable time, and the Land Owner fails to comply with The County's notice within the time specified, Land Owner authorizes The County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Land Owner's expense, such expenses to be a lien against the property.

6. It is expressly understood and agreed that The County 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 County.

7. In the event, The County, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Land Owner shall reimburse The County upon demand, within forty-five (45) days of receipt of written request for reimbursement for all costs incurred by The County. If The County has not received said payment from Land Owner by the end of said forty-five (45) day period, The County may use any other remedies available by law to collect such balances plus reasonable expenses of collection, court costs, and attorney fees.

8. This Agreement is permanent and shall run with the land. It shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater management.

9. The Land Owner, its executors, administrators, assigns, heirs, and any other successors in interest, shall indemnify and hold The County and its agents and employees harmless for, and defend against at its own expense, any and all damages, accidents, casualties, occurrence, or claims which might arise against The County from the construction, presence, existence, or maintenance of the storm water facilities by the Land Owner or The County, except damages, accidents, casualties, occurrences, or claims which arise as a result of the gross negligence of The County, its agents or employees. In the event a claim is asserted against The County, its agents, or employees, The Land Owner shall provide a copy of said claim to The County.

10. This Agreement shall be recorded among the land records of Wilson County, and shall constitute a covenant running with the land, and shall be binding on the Land Owner, its administrators, executors, assigns, heirs, and any other successors in interest including but not limited to homeowner associations or other entities.

**WILSON COUNTY**

Approved By: \_\_\_\_\_  
*Stormwater Director's Signature* *Print Name*

**STATE OF TENNESSEE  
COUNTY OF WILSON**

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_, do certify that \_\_\_\_\_, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) that he/she is the Stormwater Director of Wilson County and who, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of Wilson County as its Stormwater Director and has acknowledged the same before me in my said County and State aforesaid.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_,

\_\_\_\_\_  
NOTARY PUBLIC

**PROPERTY OWNER**

By: \_\_\_\_\_  
*Land Owner's Signature* *Print Name* *Title*

**STATE OF TENNESSEE)  
COUNTY OF WILSON)**

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_, do certify that \_\_\_\_\_, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the within named Land Owner, and who, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of \_\_\_\_\_ as its \_\_\_\_\_ and has acknowledged the same before me in my said County and State aforesaid.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_,

\_\_\_\_\_  
NOTARY PUBLIC