

COPY OF INSPECTION AND MAINTENANCE AGREEMENT

PREPARED BY:

CITY OF CHATTANOOGA
LAND DEVELOPMENT OFFICE
1250 MARKET STREET, SUITE 1000
CHATTANOOGA, TN 37402

Grading Permit No.: _____

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” of the property described on **Exhibit “A”** _____ (the “Property”), and City of Chattanooga, Tennessee, hereinafter referred to as the “City”,

WITNESSETH:

The Owner, with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the Property, does hereby covenant with the City and agrees as follows:

1. The Owner acknowledges the existence of stormwater management facility or facilities (hereinafter referred to as the Facility) for the Property.
2. The Owner covenants and agrees to provide for an adequate long term maintenance of stormwater control measures to ensure that the Facility is and remains in proper working condition in accordance with approved design and maintenance standards, rules and regulations, and applicable laws for the life of any stormwater management facility/best management practice that exists on the Property. This Agreement requires maintenance of best management practices by the Owner, but it does not require updating to new standards unless there is a change in the amount of impervious area initiated by the Owner or unless required by state or federal law.
3. The Owner should reference activities outlined in the City’s *Stormwater Best Management Practices Maintenance Manual* (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 of the Facility. The Manual provides recommendations for frequency of inspections and maintenance and/or repair activities of the Facility. The Owner shall develop and execute a Long Term Maintenance Plan (hereinafter referred to as the “Plan”) that is specific for the referenced site (**Exhibit “B”**). The Plan shall include **frequency of inspections, schedule of inspection and maintenance activities performed and record keeping of related documentation.**
4. The Owner shall include **Exhibit “C”** which is a map showing location(s) and identification of all post-construction (permanent) stormwater/water quality control measures

including infiltration practices, protected areas, vegetative roofs, and rain water harvesting and reuse system.

5. The Owner shall submit to the City an Annual Report (hereinafter referred to as the “Report”) by **June 30th of each year**. The Report will include the Plan that documents inspection schedule, times of inspection, maintenance activities performed or remedial actions taken to repair, modify or reconstruct the system.

6. The Owner shall conduct a **comprehensive inspection** of all stormwater management facilities and practices once every **five years**, at a minimum, by either a professional engineer or landscape architect. This shall include the following:

- Facility type,
- Inspection date,
- Latitude and longitude and nearest street address,
- BMP owner information (e.g., name, address, phone number, fax, and email),
- A description of BMP condition including: vegetation and soils; inlet and outlet channels and structures; embankments, slopes, and safety benches; spillways, weirs, and other control structures; and any sediment and debris accumulation,
- Photographic documentation of BMPs, and
- Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and reinspection dates.

Owner shall document this and submit the inspection as an Annual Report (see section 5 above).

7. All parcels served by the Facility are shown in Deed Book _____, Page _____, Tax Map No. _____ and the Owner is responsible for all costs associated with maintaining the Facility.

8. The Owner hereby grants, bargains and conveys to the City, its duly authorized agents, contractors, employees and assigns an easement over the Property for access from public rights-of-way, abutting private roadways, and/or private driveways, to the Facility for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing or replacing the Facility to the extent that Owner fails to do so and as necessary to ensure the proper working condition of the Facility (in accordance with the Manual).

9. In the event the Owner fails to inspect, report, or properly maintain or initiate repairs with the Facility within thirty (30) days after written notice by the City of such deficiencies, the City may enter upon the Property without any additional notice to Owner and take whatever steps it deems necessary to maintain or repair the Facility and bill the owner for such maintenance cost plus any enforcement action costs set forth in the Chattanooga City Code. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facility, and in no event shall this Agreement be considered to impose any such obligation on the City.

10. In the event of an emergency or a violation of the City's NPDES MS4 Permit involving the Facility; the City, its officers, agents, and employees may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency or violation. The City shall notify the Owner of such emergency or violation and entry as soon as possible but in no event later than twenty-four (24) hours after such entry.

11. If the City performs work or expends any funds reasonably necessary for the maintenance or repair of the Facility, including labor, equipment, supplies and materials, the Owner agrees to reimburse the City for such maintenance or repair costs plus any enforcement action costs according to the Chattanooga City Code. Owner's failure to pay within thirty (30) days from the date of the invoice shall result in City pursuing all legal remedies available.

12. The Owner shall have the right to appeal the City's assessment of any costs associated with enforcement action to the Stormwater Regulations Board in accordance with the provisions set forth in Chattanooga City Code Sec. 31-365.

13. The Owner shall indemnify and save harmless City, its officers, agents, and employees from any and all claims for damages to persons or property arising from the inspection, construction, maintenance, and use of the Facility unless due solely to the negligence or willful misconduct of City.

14. The responsibilities of the Owner under this Agreement shall constitute a covenant running with the land and shall be binding upon all present and subsequent owners, their administrators, executors, assigns, heirs, and any other successors in interest as long as they own an interest in the Property or any portion thereof served by the Facility.

15. Nothing herein shall be construed to prohibit a transfer of the Property by Owner to subsequent owners and assigns. Nothing in this agreement prevents the Owner from modifying the Facility according to Chattanooga City Code.

16. The Owner shall record this Agreement in the office of the Register of Deeds for Hamilton County, Tennessee within thirty (30) days following approval by the City of the Plan or stormwater credit applied for by Owner. When the Plan is part of a new Facility, the Owner shall record this Agreement in the Office of the Register of Deeds for Hamilton County, Tennessee, prior to completion of construction. A copy of the recorded plat and a recorded copy of this Agreement shall be filed with the City Water Quality Program Office prior to the sale, transfer, or conveyance of any lots.

OWNER:

By: _____

Its _____

PRINT NAME

STREET ADDRESS

CITY, STATE, ZIP CODE

CITY

By: _____

Its _____

PRINT NAME

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged that he/she is the _____ of _____, the within-named bargainer, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation as _____.

WITNESS, my Hand and Seal at _____, _____ County, _____, this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged that he/she is the _____ of the City of Chattanooga, the within-named bargainer, a municipal corporation, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation as _____.

WITNESS, my Hand and Seal at Chattanooga, Hamilton County, Tennessee, this _____
day of _____, 20_____.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"
PROPERTY DESCRIPTION
(LEGAL DESCRIPTION & MAP)

EXHIBIT “B”
LONG TERM MAINTENANCE PLAN

EXHIBIT “C”
MAP SHOWING LOCATION(S) AND IDENTIFICATION OF
ALL POST CONSTRUCTION (PERMANENT)
STORMWATER/WATER QUALITY CONTROL MEASURES