



Explanation of Permanent Stormwater Management Facilities Maintenance Agreement

The Permanent Stormwater Management Facilities Maintenance Agreement for a site is comprised of the following elements:

1. An Inspection and Maintenance Agreement signed by the property owner.
2. An Inspection and Maintenance Plan written by the design engineer or plan designer. The Inspection and Maintenance Plan must:
 - a. Provide for periodic and comprehensive inspections of the stormwater management facilities by the property owner for the purpose of documenting maintenance and repair needs and ensure compliance with the purpose and requirements of the ordinance.
 - b. Identify the parts or components of the permanent stormwater management facility that need to be maintained.
 - c. Identify the equipment and skills or training necessary to complete the maintenance.
 - d. Provide for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures.
3. Easements that are recorded on the plat, shown on as-built drawing, or described in attached legal description and completely encompass all components of the stormwater management facility as well as provide access to the stormwater management facility. A permanent elevation benchmark shall also be identified to assist in the periodic inspection of the facility.
4. Actual as built drawings for any permanent stormwater structures located onsite after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by a registered professional engineer licensed to practice in Tennessee.

The Proposed Maintenance Agreement must be submitted for the City of Belle Meade to review with the Land Disturbance Permit application. Under the terms of the Inspection and Maintenance Agreement, the property owner or owners are responsible for inspections and maintenance of the onsite stormwater management facilities. The Maintenance Agreement is to be recorded at the Register of Deeds before the Use & Occupancy permit can be issued after construction is complete.



**INSPECTION AND MAINTENANCE AGREEMENT
FOR PERMANENT STORMWATER MANAGEMENT FACILITIES**

Land Disturbance Permit No.: _____ Map & Parcel No.: _____

Project Name & Address: _____

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____, hereinafter referred to as the "OWNER(S)" of the following property and the City of Belle Meade, Tennessee, hereinafter referred to as the "CITY OF BELLE MEADE",

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, do hereby covenant with the CITY OF BELLE MEADE and agree as follows:

1. The OWNER(S) covenant and agree with the CITY OF BELLE MEADE that the OWNER(S) shall provide for adequate long term maintenance and continuation of the stormwater management facility described in the Inspection and Maintenance Plan and shown in the location map, deed of easement drawing or plat attached hereto to ensure that the facilities, are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. Minimum maintenance and repair needs include, but are not limited to: the removal of silt, litter, and other debris, the cutting of grass, grass cuttings and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other stormwater facilities.
2. The OWNER(S) shall provide maintenance of the stormwater management facility in a timely manner, on a schedule subject to the review and/or amendment by the CITY OF BELLE MEADE. If the OWNER(S) fails to maintain or repair the stormwater management facility within a schedule prescribed by the City, the CITY OF BELLE MEADE shall perform the maintenance and repair at its expense, and bill the same to the OWNER(S). The cost of the CITY OF BELLE MEADE performing maintenance shall be a lien against the property.
3. The OWNER(S) shall perform periodic inspections and preventative maintenance activities at intervals described in the inspection schedule included in the Inspection and Maintenance Plan. At a minimum, the periodic inspections must be performed annually and must be performed by a person familiar with the stormwater management facility at the site. The OWNER(S) must maintain documentation of these inspections.
4. The OWNER(S) shall perform comprehensive inspections of all permanent stormwater management facilities and practices described in the Inspection and Maintenance Plan. The comprehensive inspection must be performed at minimum once every five years and must be performed by either a professional engineer or landscape architect. The OWNER(S) must maintain documentation of these inspections.
5. The CITY OF BELLE MEADE may require additional inspections to be conducted by a registered professional engineer licensed to practice in the State of Tennessee who will submit a sealed report of the inspection to the CITY OF BELLE MEADE. The cost of such inspections shall be paid by the OWNER(S).
6. The OWNER(S) shall make records of the installation of stormwater management facilities, and of all maintenance and repairs to the facility, and shall retain the records for at least three (3) years. These records shall be made available to the CITY OF BELLE MEADE during inspection of the facility and at other reasonable times upon request.
7. The OWNER(S) shall grant to the CITY OF BELLE MEADE 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.
8. The OWNER(S) shall grant to the CITY OF BELLE MEADE the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the CITY OF BELLE MEADE or its agent and contractor.
9. If, upon inspection, the CITY OF BELLE MEADE finds that OWNER(S) fails or refuses to meet the design or



maintenance standards required for stormwater facilities, the CITY OF BELLE MEADE, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. The cost of any action by the CITY OF BELLE MEADE shall be charged to the OWNER(S). This provision shall not be construed to allow the CITY OF BELLE MEADE to erect any structure of a permanent nature on the land of the OWNER(S) without first obtaining written approval of the OWNER(S).

10. In the event that the stormwater management facility becomes a danger to public safety or public health, the CITY OF BELLE MEADE shall notify OWNER(S) in writing. Upon receipt of that notice, the OWNER(S) shall have ten (10) days to effect maintenance and repair of the facility in an approved manner. In the event that corrective action is not undertaken within that time, the CITY OF BELLE MEADE may take necessary corrective action. The cost of any action by the CITY OF BELLE MEADE shall be charged to the OWNER(S).
11. The CITY OF BELLE MEADE 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 OF BELLE MEADE. The OWNER(S) shall reimburse the CITY OF BELLE MEADE upon demand the costs incurred in the maintenance of the facilities.
12. If the OWNER fails to pay the CITY OF BELLE MEADE for the above expenses after forty-five (45) days written notice, the OWNER authorizes the CITY OF BELLE MEADE to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court costs, and attorney fees.
13. The OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold harmless the CITY OF BELLE MEADE and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the CITY OF BELLE MEADE from the construction, presence, existence, or maintenance of the stormwater control facilities subject to this AGREEMENT. In the event a claim is asserted against the CITY OF BELLE MEADE, its officers, agents or employees, the CITY OF BELLE MEADE shall notify OWNER(S) and the OWNER(S) shall defend at OWNER(S) expense any suit based on such claim. If any judgment or claims against the CITY OF BELLE MEADE, its officers, agents or employees, shall be allowed, the OWNER(S) shall pay all costs and expenses in connection therewith. The CITY OF BELLE MEADE will not indemnify, defend or hold harmless in any fashion the OWNER(S) from any claims arising from any failure, regardless of any language in any attachment or other document that the OWNER(S) may provide.
14. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without written prior consent from the CITY OF BELLE MEADE. Nothing herein shall be construed to prohibit a transfer by OWNER(S).
15. No waiver of any provision of this AGREEMENT shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. 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 its or attachments are recorded and contain a note that the OWNER(S) is responsible for maintaining the stormwater management facilities.
17. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the county of Davidson, 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.



OWNER AUTHORIZATION:

OWNER(S) NAME (PRINTED)

SIGNATURE

OWNER(S) ADDRESS AND PHONE NUMBER

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 acknowledge themselves to be the property OWNER(S) executed the foregoing instrument of the purposes therein contained.

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

Notary Public

My Commission Expires: _____



REVIEWED BY:

FOR THE CITY OF BELLE MEADE

TITLE: _____

SIGNATURE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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 City Manager of the CITY OF BELLE MEADE or his designee and as such, 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 _____, of the year _____.

Notary Public

My Commission Expires: _____