



## STORMWATER MANAGEMENT MAINTENANCE AGREEMENT

Map No: \_\_\_\_\_ Parcel No: \_\_\_\_\_

THIS AGREEMENT, made to and entered into this \_\_\_\_\_ day of \_\_\_\_\_, of the year, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Land Owner") and The City of Mt. Juliet, (hereinafter called "The City").

WITNESSETH, that

WHEREAS The City of Mt. Juliet has adopted and approved certain technical guidelines relating to the policy on management and treatment of storm water in the City of Mt. Juliet; and

WHEREAS, the Land Owner is the owner of certain real property, more particularly described as

\_\_\_\_\_  
\_\_\_\_\_,

as recorded by Deed in the land records of Wilson County, Tennessee in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, Facility No. 1 Out-Fall Structure GPS (NAD-88) Latitude: \_\_\_\_\_, Longitude: \_\_\_\_\_, Facility No. 2 Out-Fall Structure GPS(NAD-88) Latitude: \_\_\_\_\_, Longitude: \_\_\_\_\_ (hereinafter called the "Property"); and attach other structures longitude/latitude on a separate sheet.

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

WHEREAS, the Site Plan/Subdivision Plan, \_\_\_\_\_, prepared by \_\_\_\_\_, dated \_\_\_\_\_, on file at the City of Mt. Juliet (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by The City, provides for management and/or treatment of storm water within the confines of the property; and

WHEREAS, The City and the Land Owner agree that the health, safety, and general welfare of the residents of the City of Mt. Juliet require that onsite storm water management and/or treatment facilities be constructed and maintained on the property; and

WHEREAS, The City requires that onsite storm water facilities as shown on Plan \_\_\_\_\_ be constructed and adequately maintained by the Land Owner;

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 management and/or treatment facilities.
2. The Land Owner shall maintain the storm water management and/or treatment facilities as shown on Plan \_\_\_\_\_ in good working order acceptable to The City, and in accordance with the required program elements and other conditions set forth in the original Tennessee small MS4 General Permit effective July 7, 2003 and amended on July 11, 2011 and as provided by approval of a Site Development Plan and/or Subdivision Plan or a condition of said approval by the City of Mt. Juliet Regional Planning Commission.
3. The Land Owner hereby grants permission to The City, its authorized agents, and employees to enter the property and to inspect the storm water management and/or treatment facilities whenever it deems necessary. Whenever possible, The City shall notify the Land Owner prior to entering the property.
4. In the event, the Land Owner fails to maintain storm water management and/or treatment facilities as shown on Plan \_\_\_\_\_ in good working order acceptable to The City, The City may enter the property and take whatever steps it deems necessary to maintain said storm water management and/or treatment facilities. This provision shall not be construed to allow The City to erect any structure of a permanent nature on the land of the Land Owner without first obtaining written approval of the Land Owner. It is expressly understood and agreed that 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.

5. In the event, The City, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use equipment, supplies, materials, and the like, the Land Owner shall reimburse The City upon demand, within ten (10) days of receipt thereof for all costs incurred by The City.
6. It is the intent of this Agreement to insure the proper and timely maintenance of onsite storm water management and/or treatment facilities by the Land Owner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by storm water management.
7. The Land Owner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold The City and its agents and employees harmless for any and all damages, accidents, casualties, occurrence, or claims which might arise or be asserted against The City from the construction, presence, existence, or maintenance of the storm water management and or treatment facilities by the Land Owner or The City.
8. In the event a claim is asserted against The City, its agents, or employees, The City shall notify the Landowner, and the Land Owner shall defend at his own expense any suit based on such claim. If the judgment or claims against The City, its agent, or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.
9. 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 of the Landowner, its administrators, executors, assigns, heirs, and any other successors in interest.
10. Perform routine inspections to ensure that the BMP's are properly functioning. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at a site. Owners or operators shall maintain documentation of these inspections.
11. Perform comprehensive inspections of all storm water management facilities and practices. These inspections shall be conducted once every five (5) years, at a minimum.

Such inspections must be conducted by either a professional engineer or landscape architect. Complete inspection reports for these five-year inspections shall include:

- 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 BMP's
- Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and reinspection dates

Owners or operators shall maintain documentation of these inspections. The MS4 may require submittal of this documentation.

WITNESS the following signatures and seals:

The City of Mt. Juliet

*By:* \_\_\_\_\_  
Engineering Director

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

Developer

*By:* \_\_\_\_\_  
Authorized Agent of Development

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

Prepared by: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

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 \_\_\_\_\_ whose names are signed to the foregoing Agreement bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_, have acknowledged the same before me in my said County and State aforesaid.

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

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Notary Public

**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 \_\_\_\_\_ Engineering Director, whose name is signed to the foregoing Agreement bearing the date of \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_, has acknowledged the same before me in said County and State aforesaid.

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

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Notary Public