

Prepared by:

THE RUTHERFORD COUNTY GOVERNMENT

DEPARTMENT OF STORMWATER

1 South Public Square, Suite 200

Murfreesboro, TN 37130



**INSPECTION AND MAINTENANCE AGREEMENT  
FOR RAIN GARDEN FACILITIES**

Land Disturbance Permit No.: \_\_\_\_\_ Map & Parcel No.: \_\_\_\_\_ Deed Book & Page 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 Rutherford County, Tennessee, hereinafter referred to as the "COUNTY",

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

The OWNER(S) covenant and agree with the COUNTY that the OWNER(S) shall provide for adequate long term maintenance and continuation of the stormwater control measures described in the Long Term Maintenance Plan (LTMA) 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. The OWNER(S) shall perform preventative maintenance activities at intervals described in the inspection schedule included in the Long Term Maintenance Plan along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance. **See Exhibit A**

The OWNER(S) shall submit to the COUNTY an annual report by July 1st of each year. The report shall include the **Long Term Maintenance Plan** that documents the inspection schedule, times of inspection, 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.

The OWNER(S) shall and hereby does grant to the COUNTY, its agents and contractors 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. The OWNER(S) will execute any necessary easements or approvals deemed necessary by the COUNTY during the term of this Agreement.

The OWNER(S) shall and hereby does grant to the COUNTY the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the COUNTY or its agent and contractor.

If, upon inspection, the COUNTY finds that OWNER(S) has failed to properly maintain the facilities, the COUNTY may order the work performed within ten (10) days. In the event the work is not performed within the specified time, the OWNER(S) agrees to allow the COUNTY to enter the property and take whatever steps it deems necessary to maintain the stormwater control facilities at the OWNER(S) expense. This provision shall not be construed to allow the COUNTY to erect any structure of a permanent nature on the land of the OWNER(S) without first obtaining written approval of the OWNER(S).

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. The OWNER(S) shall reimburse the COUNTY upon demand the costs incurred in the maintenance of the facilities.

If the OWNER fails to pay the COUNTY for the above expenses after forty-five (45) days written notice, the OWNER authorizes the COUNTY 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. As an additional remedy, and not in lieu, the COUNTY may record a lien.

The OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold harmless the COUNTY and its officers, agents, employees, and elected officials, 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 COUNTY 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 COUNTY, its officers, agents, or employees, the COUNTY 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 COUNTY, its officers, agents, or employees, or elected officials, shall be allowed, the OWNER(S) shall pay all costs and expenses, including attorney fees of counsel selected by the COUNTY, in connection therewith. The COUNTY 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.

The OWNER(S) shall not transfer, assign or modify its responsibilities with respect to this agreement without the COUNTY's prior written consent. Nothing herein shall be construed to prohibit a transfer of the subject real estate by OWNER(S); provided, however, the OWNER(S) shall remain liable under this Agreement unless released in writing by the COUNTY.

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.

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 attachments (if any) are recorded and contain a plat note that the OWNER(S) is responsible for maintaining the stormwater management facilities.

The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the county of Rutherford, 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, forever, and in perpetuity.

OWNERS: \_\_\_\_\_ (Print) BY: \_\_\_\_\_ (SIGNATURE)

TITLE: \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE/EMAIL \_\_\_\_\_

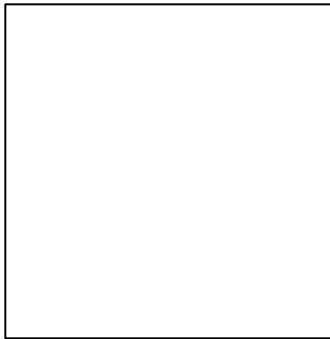
STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the

LTMA) of \_\_\_\_\_, the within named bargainor, a corporation, and that such president or officer  
(Homeowner Association/ Business )

as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by personally signing  
(Title)  
the name of the corporation as \_\_\_\_\_.  
(Company )

Witness my hand and official seal at office in \_\_\_\_\_, TN, this \_\_\_\_\_ day of \_\_\_\_\_, of the year 20\_\_\_\_.



Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

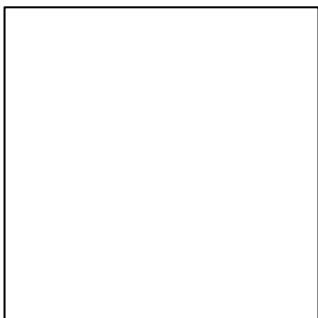
COUNTY REPRESENTATIVE: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, 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 County Engineer of Rutherford County Government 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 \_\_\_\_\_, TN this \_\_\_\_\_ day of \_\_\_\_\_, of the year 20 \_\_\_\_\_.



Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_