

**STORMWATER MANAGEMENT FACILITIES  
CONSTRUCTION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (hereinafter called the "Landowner") and the City of Lewisburg.

WITNESSETH, that

WHEREAS, Ordinance No. 1283, was adopted by the City of Lewisburg, effective June 28, 2004, and provided for the adoption of the Stormwater Management ordinance of the City of Lewisburg; and

WHEREAS, under said ordinance the City of Lewisburg Public Works Department (herein called Enforcing Officer) shall have the authority to inspect private stormwater drainage systems within the City of Lewisburg, and to order such corrective actions to said private drainage systems as are necessary to maintain properly the major and minor drainage systems within the City of Lewisburg; and

WHEREAS, the Enforcing Officer and the City of Lewisburg City Council have adopted and approved certain technical guidelines relating to policy on management of stormwater in the City of Lewisburg as defined in the Stormwater Management ordinance; and

WHEREAS, in Section 4, of said ordinance, it is provided that stormwater management facilities located on private property in the City of Lewisburg must be maintained by the property owner, and a maintenance agreement must be executed before the development plan is approved; and

WHEREAS, the Landowner is the owner of certain real property, more particularly described as \_\_\_\_\_

\_\_\_\_\_ and located on Tax Map \_\_\_\_\_, Group \_\_\_\_\_, Parcel(s) \_\_\_\_\_, as recorded by deed in the Marshall County Register of Deeds Office in Deed Book \_\_\_\_\_ at page \_\_\_\_\_ (hereinafter called the "Property"); and in the case of residential subdivisions the stormwater management facility shall be located on lot number(s) \_\_\_\_\_, said lot(s) being located on Tax Map \_\_\_\_\_, Group \_\_\_\_\_ Parcel(s) \_\_\_\_\_; and

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

WHEREAS, Site Plan/Subdivision Plan \_\_\_\_\_\* (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City of Lewisburg, provides for management of stormwater within the confines of the property; and

*WHEREAS, the City of Lewisburg and the Landowner agree that the health, safety, and general welfare of the residents of the City of Lewisburg require that onsite stormwater management facilities be constructed and maintained on the property; and*

*WHEREAS, the City of Lewisburg requires that onsite stormwater facilities as shown on the Plan be constructed and adequately maintained by the Landowner.*

*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 onsite stormwater management facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.*

*2. The Landowner shall maintain the stormwater management facilities as shown on the Plan in good working order acceptable to the Enforcing Officer. Maintenance shall include, but not be limited to, removal of silt, litter and other debris, the cutting of grass, the replacement of landscape vegetation, and all additional maintenance and repair needs outlined in the design documents.*

*3. The Landowner shall provide for an annual inspection of the Stormwater management facilities as shown on the Plan for the purpose of documenting the completion of proper maintenance and repair activities. The first annual inspection shall be conducted within 12 months after the issuance of a Certificate of Occupancy on the site or acceptance of the stormwater management facility construction by the City of Lewisburg. Subsequent inspection reports shall be performed in one-year increments. All maintenance and repair activities shall be documented in the inspection reports and maintained at the facility for a period of at least five years. The landowner shall provide copies of the inspection reports to the Enforcing Officer upon request.*

*4. The Landowner hereby grants permission to the City of Lewisburg, its authorized agents, and employees to enter the property and to inspect the stormwater management facilities whenever it deems necessary. Whenever possible, the City of Lewisburg shall notify the Landowner prior to entering the property.*

*5. In the event the Landowner fails to maintain stormwater management facilities as shown on the Plan in good working order acceptable to the Enforcing Officer, the City of Lewisburg may enter the property and take whatever steps it deems necessary to maintain said stormwater management facilities. This provision shall not be construed to allow the City of Lewisburg to erect any structure of a permanent nature on the land of the Landowner without first obtaining written approval of the Landowner. It is expressly understood and agreed that the City of Lewisburg 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 Lewisburg.

6. In the event the City of Lewisburg, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the City of Lewisburg upon demand, within ten (10) days of receipt thereof for all costs incurred by the City of Lewisburg hereunder.

7. It is the intent of this Agreement to insure the proper maintenance of onsite stormwater management facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater drainage.

8. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold the City of Lewisburg and its agents and employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City of Lewisburg from the construction, presence, existence, or maintenance of the stormwater management facilities by the Landowner or the City of Lewisburg.

In the event a claim is asserted against the City of Lewisburg, its agents, or employees, the City of Lewisburg shall notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against the City of Lewisburg, its agents, 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 the City of Lewisburg, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interest.

\*The Plan refers to site plan prepared by \_\_\_\_\_ dated \_\_\_\_\_, on file with the City of Lewisburg Planning and Codes Department.

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

WITNESS the following signatures and seals;

By \_\_\_\_\_  
(Landowner)

Date \_\_\_\_\_

ATTEST:

STATE OF TENNESSEE  
COUNTY OF MARSHALL

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, whose commission expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, do certify that \_\_\_\_\_, whose names are assigned to the foregoing Agreement bearing the date of \_\_\_\_ day of \_\_\_\_\_, 20\_\_, have acknowledged the same before me in my said County and State aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
*(City of Lewisburg to complete below this Line)*

THE CITY OF LEWISBURG  
CITY COUNCIL

By \_\_\_\_\_  
(Mayor)

Date \_\_\_\_\_

ATTEST:

STATE OF TENNESSEE  
COUNTY OF MARSHALL

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, whose commission expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, do certify that \_\_\_\_\_, whose names are assigned to the foregoing Agreement bearing the date of \_\_\_\_ day of \_\_\_\_\_, 20\_\_, have acknowledged the same before me in my said County and State aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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