

INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES

Stormwater & Grading Permit # _____ Book & Page # _____ Map & Parcel No.: _____
Project Name &
Address: _____

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____
Herein after referred to as the "OWNER(S)" of the referenced property and City of Pigeon Forge, Tennessee,
hereinafter referred to as the "CITY",

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the CITY and agree as follows:

1. The OWNER(S) covenant and agree with the CITY that OWNER(S) shall provide for adequate long term maintenance and continuation of the stormwater control measures described in the Long Term 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. The OWNER(S) shall perform preventative maintenance activities at intervals described in the schedule included in the Long Term Maintenance Plan with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the CITY an annual report by July 1st of each year. The report will include the Long Term Maintenance Plan that document inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
3. The OWNER(S) shall grant to the CITY 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.
4. The OWNER(S) shall grant to the CITY the necessary easements and rights of way and maintain perpetual access from public rights-of-way to the facility for the CITY or its agent and contractor in accordance with the Stormwater Ordinance. The OWNER(S) agree that should maintenance not be properly performed, after due notice, the CITY may order the work performed. The OWNER(S) shall reimburse the CITY upon demand the costs incurred and any enforcement action costs according to the Stormwater Ordinance and is due upon receipt.
5. 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.
6. If the OWNER fails to pay the CITY for the above expenses after forty-five (45) days written notice, the OWNER authorizes the CITY to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court cost, and attorney fees.
7. The OWNER(S) shall indemnify and save the CITY harmless from any and all claims for damages to persons or property arising from OWNER(S) actions or inaction relating to the construction, maintenance, and use of the facility.
8. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the facility.
9. The OWNER(S) shall not be able to modify its responsibilities with respect to this agreement without the CITY's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
10. The OWNER(S) shall record instrument of record defining the easements for stormwater control facilities. The instrument must reference the Instrument Number where this AGREEMENT and attachments are recorded and contain a note that the OWNER(S) is responsible for maintaining the stormwater management facilities.
11. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the County of Sevier, 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.

Property Owner:

(Signature)

Date: _____

Name: _____

Title: _____

City Official Review:

Prepared by:

City of Pigeon Forge

Community Development

PO Box 1350, Pigeon Forge, TN 37868

STATE OF _____

COUNTY OF _____

Before me, _____ (notary name) of the state and county mention, personally appeared _____, with whom I am personally acquainted (or proved to me the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be president (or other officer authorized to execute the instrument) of _____, Executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____ (title)

WITNESS, my hand and notarial seal this ____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
