

**CITY OF CROSSVILLE, TENNESSEE
INSPECTION AND MAINTENANCE AGREEMENT
for
FIRE HYDRANTS & FIRE LINES
WITHIN
MULTIFAMILY/CLUSTER HOUSING
DEVELOPMENTS**

Property Identification ("Property"):

Map: _____ Record Book: _____

Parcel No. _____ Page No. _____

Project Name: _____

Project Address: _____

Owner(s): _____

Owner Address: _____

City: _____ State: _____ Zip Code: _____

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A.

This Inspection and Maintenance Agreement ("Agreement") is made this ____ day of _____, 20__, by and between _____ ("Owner", whether one or more), and the City of Crossville, Tennessee ("City"), a municipal corporation located in Cumberland County, Tennessee.

WHEREAS, the City requires fire hydrants to be installed within Multifamily/Cluster Housing developments if required by the Site Plan Ordinance:

WHEREAS, the Owner owns the Property identified above and has or will install certain fire hydrants and fire lines on the Property, consisting of approximately _____ feet of six-inch fire line and _____ fire hydrants, and has developed a Site Plan, which the City has reviewed and approved, and a copy of which will be maintained by the City.

THEREFORE, in consideration of the benefits received by the Owner as a result of the approval by the City of the Site Plan, the Owner does hereby covenant and agree with the City as follows:

1. The Owner will construct the fire hydrants and fire lines as shown on the approved site plan and approved water plan, and based upon the City's Standard Specifications and the Standards of Practice for the Public Water System.
2. The Owner will pressure test, disinfect, and perform BacT test on newly installed fire lines.

3. The City will inspect the installation and approve the installation of the fire lines and fire hydrants.
4. The Owner will pay the city a tap fee for tapping the existing water line for the fire line. The City will install the tap for the fire line. The tap will not be installed until tap fee is received by the City.
5. The Owner hereby grants to the City the right of ingress, egress and access to enter the Property at reasonable times and in a reasonable manner, and a permanent easement being 20 feet wide, being 10 feet on either side of the fire hydrants and fire lines. Said easement shall be the perpetual right for the City of Crossville to enter from time-to-time to install, maintain, repair, rebuild, protect, extend, connect to, operate and patrol, as well as the right to tap on additional lines and/or customers.
6. The City agrees to maintain the fire line and fire hydrants after they are installed, inspected, and approved, and they will be part of the public water system for the City at that time.
7. If the City incurs expenses in maintaining the fire lines and fire hydrants, the Owner will reimburse the City for such expenses including parts and materials, labor, and equipment costs. These expenses will be applied to the next water bill for said property. If the expenses are not paid, the City reserves the right to terminate the property's water service. The City may collect said expenses from the Owner through appropriate legal action, and the Owner shall be liable for the reasonable expenses of collection, including all court costs and attorney fees. Any litigation that may be filed pursuant to this agreement shall be exclusively filed in the Chancery Court of Cumberland County, Tennessee and shall be adjudicated in accordance with Tennessee law.
8. The Owner and the Owner's heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold the City harmless from 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 from the construction, presence, existence, or maintenance of the fire hydrants and fire lines subject to the Plan and this Agreement. In the event a claim is asserted against the City, its officers, agents or employees, the City shall notify the Owner, who shall defend at Owner's expense any suit or other claim. If any judgment or claims against the City shall be allowed, the Owner shall pay all costs and expenses in connection therewith. The City will not indemnify, defend or hold harmless in any fashion the Owner from any claims arising from any failure, regardless of any language in any attachment of other document that the Owner may provide.
9. 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.

10. The City, at Owner's expense, shall record this Agreement with the Register of Deeds of Cumberland County, Tennessee; this Agreement shall constitute a covenant running with the land, and shall be binding upon the Owner and the Owner's heirs, administrators, executors, assigns, and any other successors in interest.
11. This Agreement must be re-approved and re-executed by the City if all or a portion of the Property is subdivided, assembled with other property or a revised Site Plan is submitted to the City for approval.

The Owner and the City mutually agree and covenant that this Agreement shall run with the property, and shall be binding on and inure to the benefit of the successors in interest of the parties, and this Agreement shall be recorded in the Cumberland County Registers Office.

Witness my hand on this the _____ day of _____, 20__

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Owner: _____ Date: _____
Signature by Individual

Owner: _____ Date: _____
Signature by Individual

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Fire Hydrants and Fire Lines) for the purposes contained herein.

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

Notary Public: _____

My Commission Expires: _____

Accepted by:

For the City of Crossville