

Prepared by:  
Town of Collierville  
500 Poplar View Pkwy.  
Collierville, TN 38017

**INSPECTION AND MAINTENANCE AGREEMENT  
FOR PRIVATE STORMWATER MANAGEMENT FACILITIES**

Project Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Owner(s): \_\_\_\_\_  
Owner Address: \_\_\_\_\_  
Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

This Inspection and Maintenance Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (“Owner”, whether one or more), and the Town of Collierville, Tennessee (“Town”).

WHEREAS, the Town is required by federal and state surface water quality regulations and its National Pollutant Discharge Elimination System (NPDES) permit to prevent surface water quality degradation from development or redevelopment activities within its jurisdiction, and the Town has adopted surface water quality regulations as required and such regulations are contained in the Stormwater Management Regulations of the Town Code; and

WHEREAS the Owner owns the Property identified above and has or will construct certain stormwater management facilities on the Property, and shall maintain those facilities;

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

1. The Owner shall provide adequate long term maintenance and continuation of the stormwater control measures to ensure that all stormwater facilities are and remain in proper working condition. The Owner shall perform inspection and preventative maintenance activities as necessary.
2. The Owner shall maintain a record of inspections and maintenance actions required. The Owner shall document the times of inspections, 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 Town may require that the Owner’s records be submitted to the Town.

3. If it is later determined that the Town's NPDES permit clearly directs Owners or the Town to manage stormwater treatment systems differently than those being utilized, the direction of the NPDES permit shall govern.
4. The Owner hereby grants to the Town the right of ingress, egress and access to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facilities. The Owner hereby grants to the Town the right to install and maintain equipment to monitor or test the performance of the stormwater control system for quality and quantity upon reasonable notice to Owner.
5. If the Town finds that the Owner has not maintained the facilities, the Town may order the Owner to make repairs or improvements to bring the facilities up to satisfactory working conditions. If the work is not performed within the time specified by the Town, the Town may enter the property and take any action necessary to maintain or repair the stormwater management facilities; PROVIDED, HOWEVER, that the Town shall in no event be deemed obligated to maintain or repair the stormwater management facilities, and nothing in this Agreement shall ever be construed to impose or create any such obligation on the Town.
6. If the Town incurs expenses in maintaining the stormwater control facilities, and the Owner fails to reimburse the Town for such expenses within 45 days after a written notice, the Town 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.
7. The Owner and the Owner's heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold the Town 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 Town 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 Town, its officers, agents or employees, the Town shall notify the Owner, who shall defend at Owner's expense any suit or other claim. If any judgment or claims against the Town shall be allowed, the Owner shall pay all costs and expenses in connection therewith. The Town 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.
8. 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.

9. The Town, at Owner's expense, shall record this Agreement with the Register of Deeds of Shelby 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.
  
10. The Owner shall have the facilities inspected and certify to the Town that the constructed facilities conform and purport substantially to the approved Grading and Drainage Plan. If the constructed condition of the facility or its performance varies significantly from that approved, appropriately revised calculations shall be provided to the Town and the facilities shall be amended accordingly.
  
11. The Owner agrees that for any systems to be maintained by a property owner's association, deed restrictions and covenants for the subdivision or other development will include mandatory membership in the property owners' association responsible for providing maintenance of the system, will require the association to maintain the stormwater system, will prohibit termination of this covenant by unilateral action of the association, and provide for unpaid dues or assessments to constitute a lien upon the property of an owner upon recording a notice of non-payment.
  
12. This Agreement must be re-approved and re-executed by the Town if all or a portion of the Property is subdivided or assembled with other property.

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 Private Stormwater Management Facilities) 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 Town of Collierville

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 Private Stormwater Management Facilities) on behalf of the Town of Collierville for the purposes contained herein.

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

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

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