

# OWNER'S INDEMNIFICATION AND MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES (Detention Ponds)



THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Date Month Year

by and between \_\_\_\_\_  
(hereinafter referred to as "Owner"), and the City of Hurst.

WHEREAS, Owner holds title to certain real property located in \_\_\_\_\_

Subdivision, \_\_\_\_\_ Land Lots, \_\_\_\_\_ District, \_\_\_\_\_ City of Hurst, Texas, more particularly described on the Final Plat (hereinafter referred to as the "Property"); and

WHEREAS, Owner has applied for a Final Subdivision plat approval from the City of Hurst, in accordance with plans and specifications submitted to the City of Hurst in order to construct a detention pond upon said Property in connection with such approval (the "Stormwater Management Facility") and;

WHEREAS, the City of Hurst is willing to grant such approval upon the terms and conditions set forth herein below:

It is HEREBY AGREED as follows:

Owner, at its sole cost and expense, hereby agrees to maintain the Stormwater Management Facility in a structurally sound condition so that it satisfies the drainage function for which it was intended, to maintain the Stormwater Management Facility in a clean and safe condition so as not to constitute a hazard of nuisance to the public, and to maintain the Stormwater Management Facility in accordance with all rules, standards, and regulations applicable thereto as may from time to time be enacted by and governmental agency or authority, including the City of Hurst. Maintenance of the Stormwater Management Facility shall include inspection and maintenance performed at least as frequently as biannually. Owner shall keep records detailing inspection and maintenance activity and these records shall be made available to Hurst upon request. The City of Hurst is hereby relieved of all responsibility for the maintenance of the Stormwater Management Facility for the term of this agreement.

During and throughout the term hereof, the Owner hereby agrees to indemnify and hold The City of Hurst, its officers, agents, and employees, harmless from all damages, liability, claims, demands, attorney's fees, and legal cost, relating to or arising from; (A) the drainage function of the Stormwater Management Facility and including the construction, maintenance, operation, and use thereof and (B) the increase of the flow of water or diversion of the flow of water resulting from the Stormwater Management Facility.

The Owner hereby authorizes the City of Hurst to enter upon the premises for purposes of inspection, but written notice of the City of Hurst's intention to so enter must be given to Owner at least twenty-four (24) hours in advance of said entry. Except, however, in the event of an emergency threatening loss of life or valuable property right, Hurst is hereby granted immediate access to Detention Pond and the right, but not the obligation, to perform any required maintenance, the cost of which is to be paid by Owner, as provided in Paragraph 4 herein below.

In the event that the required maintenance is not performed by the Owner after thirty (30) day's written notice to the Owner from the City of Hurst, the City of Hurst shall have the right (but not the obligation) to enter the Property for the purpose of performing such maintenance.

The costs of such performance shall be billed to the Owner and the Owner shall promptly reimburse

The City of Hurst for such costs within thirty (30) days after receipt of such billing. Failing such reimbursement, the City of Hurst shall be entitled to a lien upon the Property for the full amount of such costs.

Upon the execution of this agreement by \_\_\_\_\_, the City of Hurst shall approve the Final Subdivision Plat and Stormwater Management Facility in accordance with plans and specifications approved by the City of Hurst. Specifically, Owner is prohibited from the importation of fill into the Stormwater Management Facility and any modification to the approved outlet structure without the City of Hurst's approval. Further, Owner is to keep a maintenance log concerning activities within the pond to be made available to the City of Hurst upon written request.

The terms of this agreement shall take effect upon the date hereof and shall continue in effect for as long as the Stormwater Management Facility is in existence.

All notices provided for are permitted to be given pursuant to this agreement must be in writing and shall be deemed to have been properly given or served by deposition in the United States Mail.

For the City of Hurst:  
Public Works  
1505 Precinct Line Rd  
Hurst, Texas 76054  
817.788.7076

For the Owner: \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors, and successors-in-title, whether voluntary by action of the parties or involuntary by operation of law. IT IS HEREBY STIPULATED AND AGREED that this agreement constitutes a covenant running with the land herein described.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed under seal as of the date of acceptance by Owner.

OWNER:  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Date Month Year

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE & SEAL UNOFFICIAL WITNESS SIGNATURE