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STORMWATER DETENTION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between _____ (hereinafter called the "Landowner") and the City of Manchester.

WITNESSETH, that

WHEREAS, the City of Manchester Municipal Planning Commission adopted the amended Subdivision Regulations, effective August 18, 2003; and

WHEREAS, under said Regulations the City of Manchester Street Superintendent (herein called Enforcing Officer) shall have the authority to inspect private systems within the City of Manchester, 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 Manchester; and

WHEREAS, the Enforcing Officer, and the City of Manchester Planning Commission, and the City of Manchester Board of Mayor and Aldermen have adopted and approved certain technical guidelines relating to policy on detention of stormwater in the City of Manchester as defined in the Subdivision Regulations; and

WHEREAS, in Article 4, Section 4-105 of said technical guidelines, it is provided that detention facilities located on private property in the City of Manchester 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 _____

_____ as recorded by deed in the Register of Deeds Office in the City of Manchester, in Deed Book _____ at page _____ (hereinafter called the "Property"); and

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

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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 Manchester, provides for detention of stormwater within the confines of the property; and

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

WHEREAS, the City of Manchester requires that onsite stormwater facilities as shown on 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 detention facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in Plan _____.

2. The Landowner shall maintain the stormwater detention facilities as shown on Plan _____ in good working order acceptable to the Enforcing Officer.

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

*Plan _____ refers to site plan prepared by _____ dated _____, on file with the City of Manchester Planning Commission.

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4. *In the event the Landowner fails to maintain stormwater detention facilities as shown on Plan _____ in good working order acceptable to the Enforcing Officer, the City of Manchester may enter the property and take whatever steps it deems necessary to maintain said stormwater detention facilities. This provision shall not be construed to allow the City of Manchester 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 Manchester 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 Manchester.*

5. *In the event the City of Manchester, 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 Manchester upon demand, within ten (10) days of receipt thereof for all costs incurred by the City of Manchester hereunder.*

6. *It is the intent of this Agreement to insure the proper maintenance of onsite stormwater detention 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.*

7. *The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold the City of Manchester 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 Manchester from the construction, presence, existence, or maintenance of the stormwater detention facilities by the Landowner or the City of Manchester.*

In the event a claim is asserted against the City of Manchester, its agents, or employees, the City of Manchester 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 Manchester, its agents, or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

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8. This Agreement shall be recorded among the land records of the City of Manchester, 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.

WITNESS the following signatures and seals;

THE CITY OF MANCHESTER BOARD
OF MAYOR AND ALDERMEN

By _____
Mayor

By _____
(Landowner)

ATTEST:

Prepared by: _____

STATE OF TENNESSEE

COUNTY OF COFFEE

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