



STORM WATER DETENTION AGREEMENT

Map No: _____ Parcel No: _____

THIS AGREEMENT, made to and entered into this _____ day of _____, of the year, _____, by and between _____ (hereinafter called the "Land Owner") and The City of Mt. Juliet, (hereinafter called "The City").

WITNESSETH, that

WHEREAS The City of Mt. Juliet has adopted and approved certain technical guidelines relating to the policy on detention of storm water in the City of Mt. Juliet; and

WHEREAS, the Land Owner is the owner of certain real property, more particularly described as _____, _____, as recorded by Deed in the land records of Wilson County, Tennessee in Deed Book _____, Page _____, Pond No. 1 Out-Fall Structure GPS (NAD-88) Latitude: _____, Longitude: _____, Pond No. 2 Out-Fall Structure GPS(NAD-88) Latitude: _____, Longitude: _____ (hereinafter called the "Property"); and

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

WHEREAS, the Site Plan/Subdivision Plan, _____, prepared by _____, dated _____, on file at the City of Mt. Juliet (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by The City, provides for detention of storm water within the confines of the property; and

WHEREAS, The City and the Land Owner agree that the health, safety, and general welfare of the residents of the City of Mt. Juliet require that onsite storm water detention facilities be constructed and maintained on the property; and

WHEREAS, The City requires that onsite storm water facilities as shown on Plan _____ be constructed and adequately maintained by the Land Owner;

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 Land Owner in accordance with the plans and specifications identified in the Plan shall construct the onsite storm water detection facilities.
2. The Land Owner shall maintain the storm water detection facilities as shown on Plan _____ in good working order acceptable to The City, and in accordance with the required program elements and other conditions set forth in the Tennessee small MS4 General Permit effective July 7, 2003.
3. The Land Owner hereby grants permission to The City, its authorized agents, and employees to enter the property and to inspect the storm water detection facilities whenever it deems necessary. Whenever possible, The City shall notify the Land Owner prior to entering the property.
4. In the event, the Land Owner fails to maintain storm water detection facilities as shown on Plan _____ in good working order acceptable to The City, The City may enter the property and take whatever steps it deems necessary to maintain said storm water detention facilities. This provision shall not be construed to allow The City to erect any structure of a permanent nature on the land of the Land Owner without first obtaining written approval of the Land Owner. It is expressly understood and agreed that 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.
5. In the event, The City, pursuant to this Agreement, performs work of any nature, or expands any funds in the performance of said work for labor, use equipment, supplies, materials, and the like, the Land Owner shall reimburse The City upon demand, within ten (10) days of receipt thereof for all costs incurred by The City.

6. It is the intent of this Agreement to insure the proper maintenance of onsite storm water detection facilities by the Land Owner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by storm water management.

7. The Land Owner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold The City and its agents and employees harmless for any and all damages, accidents, casualties, occurrence, or claims which might arise or be asserted against The City from the construction, presence, existence, or maintenance of the storm water detection facilities by the Land Owner or The City.

8. In the event a claim is asserted against The City, its agents, or employees, The City shall notify the Land Owner, and the Land Owner shall defend at his own expense any suit based on such claim. If the judgment or claims against The City, its agent, or employees shall be allowed, the Land Owner shall pay all costs and expenses in connection therewith.

9. This Agreement shall be recorded among the land records of Wilson County, and shall constitute a covenant running with the land, and shall be binding of the Land Owner, its administrators, executors, assigns, heirs, and any other successors in interest.

WITNESS the following signatures and seals:

The City of Mt. Juliet

By: _____
Director of Public Works

Developer

By: _____
Authorized Agent of Development

ATTEST:

Date: _____

Prepared by: _____

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, of the year _____, do certify that _____ whose names are signed to the foregoing Agreement bearing the date of the _____ day of _____ of the year _____, have acknowledged the same before me in my said County and State aforesaid.

GIVEN under my hand this _____ day of _____, of the year _____,

Notary Public

STATE OF TENNESSEE)
))
COUNTY OF WILSON))

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, of the year _____, do certify that _____ Director of Public Works, whose name is signed to the foregoing Agreement bearing the date of _____ day of _____ of the year _____, has acknowledged the same before me in said County and State aforesaid.

GIVEN under my hand this _____ day of _____, of the year _____,

Notary Public