



APPENDIX C STORMWATER DETENTION AGREEMENT



Appendix C
STORMWATER DETENTION AGREEMENT

File No.: _____
(permit no.)

Map and Parcel No.: _____

Project Name: _____

THIS AGREEMENT, made and entered into this _____ day of _____, of the year _____, by and between _____ (hereinafter called the "Landowner") and the Metropolitan Government of Nashville and Davidson County, (hereinafter called "Metropolitan Government"):

WITNESSETH, that

WHEREAS, Ordinance No. 78-840, <<1 through 9, was adopted October 3, 1978 by the Council of the Metropolitan Government of Nashville and Davidson County, effective January 1, 1979, and provided for the creation of a Stormwater Management Committee; and

WHEREAS, under said ordinance the Director of Public Works shall have the authority to inspect private systems within Davidson County, and to order such corrective actions to said private stormwater management systems as are necessary to maintain properly the major and minor stormwater management systems within Davidson County; and

WHEREAS, the Director of Public Works and the Stormwater Management Committee have adopted and approved certain technical guidelines relating to policy on detention of stormwater in Davidson County; and

WHEREAS, in Chapter 2, <202.4 of said technical guidelines it is provided that detention facilities located in industrial, commercial, institutional, apartment developments, and rental townhouses 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 land records of Nashville and Davidson County, in Deed Book _____ at Page _____ (hereinafter called the "Property"); and

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



WHEREAS, Site Plan/Subdivision Plan _____, prepared by _____ dated _____, on file at the Metropolitan Department of Public Works, Engineering Division (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by Metropolitan Government, provides for detention of stormwater within the confines of the property; and

WHEREAS, Metropolitan Government and the Landowner agree that the health, safety, and general welfare of the residents of Nashville and Davidson County require that onsite stormwater detention facilities be constructed and maintained on the property; and

WHEREAS, Metropolitan Government 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 Metropolitan Government.
3. The Landowner hereby grants permission to Metropolitan Government, its authorized agents, and employees to enter the property and to inspect the stormwater detention facilities whenever it deems necessary. Whenever possible, Metropolitan Government shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to maintain stormwater detention facilities as shown on Plan _____ in good working order acceptable to Metropolitan Government, Metropolitan Government 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 Metropolitan Government 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 Metropolitan Government 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 Metropolitan Government.
5. In the event Metropolitan Government, 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 Metropolitan Government upon demand, within ten (10) days of receipt thereof for all costs incurred by Metropolitan Government 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 management.
- 7. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold Metropolitan Government and its agents and employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against Metropolitan Government from the construction, presence, existence, or maintenance of the stormwater detention facilities by the Landowner or Metropolitan Government.

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

- 8. This Agreement shall be recorded among the land records of Nashville and Davidson County, 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 METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By _____
Director of Public Works

By _____

ATTEST:



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 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 DAVIDSON)

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 _____, (Acting) County Executive, whose name is signed to the foregoing Agreement bearing date of the ____ day of _____, of the year _____, has acknowledged the same before me in my said County and State aforesaid.

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

Notary Public