

THIS IS MEANT TO REPRESENT AN EXAMPLE OF CIRCUMSTANCES AND TO BE USED AS A REFERENCE ONLY. PROJECT SPECIFIC CIRCUMSTANCES WILL LIKELY RESULT IN LANGUAGE CHANGES WITHIN THE DOCUMENT.

Date Received: \_\_\_\_\_ Permit No.: \_\_\_\_\_

Time Received: \_\_\_\_\_ City Secretary No.: \_\_\_\_\_

**DRAINAGE CHANNEL  
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, acting by and through \_\_\_\_\_, its duly authorized hereinafter referred to as "Landowner", and the City of Fort Worth, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as a tract of land situated in \_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_, Fort Worth, Tarrant County, Texas according to the \_\_\_\_\_ recorded in \_\_\_\_\_, Deed Records, Tarrant County, Texas, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the Property according to the Site Plan/Subdivision Plan known as \_\_\_\_\_, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City and the Landowner provides for management of storm water within the confines of the Property; and;

WHEREAS, the City and the Landowner, and their successors and assigns, agree that the health, safety and welfare of the residents of the City of Fort Worth, Texas require that on-site Drainage Facilities be constructed and maintained on a portion of the Property; and;

[WHEREAS] the City requires that on-site Drainage Facilities ("Facility") as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, the location and dimensions of which is shown and more particularly described by metes and bounds in the attached Exhibit "A" ("Facility Property"); and;

**Commented [ORD1]:** The Stormwater Facility is defined in this WHEREAS clause, and identified as the Facility throughout the remainder of the document.

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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 Landowner, its successors and assigns, shall adequately construct and maintain the on-site Drainage Facility ("Facility") at no expense to the City of Fort Worth in accordance with the design specifications for the Facility, attached as Exhibit "B", and the current standards then in force and effect in the City of Fort Worth and with the Operations and Maintenance Plan attached to this Agreement as Exhibit "C". The Drainage Facility includes all pipes, channels or other conveyances built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Drainage Channel Structural Control Maintenance Checklists, attached to this Agreement as Exhibit "D", are to be used to establish what good working condition is acceptable to the City.
2. [The Landowner, its successors and assigns, shall inspect the Facility and submit an inspection report to the City annually. The purpose of the inspection is to assure safe and proper functioning of the Facility. The inspection shall cover the entire Facility, berms, outlet structure, pond areas, access roads, etc. Components of the Facility, which need maintenance or replacement to perform their design function, shall be noted in the inspection report along with the corrective actions to be taken.
3. [The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facility Property whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

**Commented [ORD2]:** The Landowner is responsible for all construction and maintenance related to the Facility; the City absorbs no liability.

**Commented [ORD3]:** The Landowner will inspect the Facility Property and provide a report to the City annually.

**Commented [ORD4]:** The City will inspect the Facility Property if a report of deficiency is received. The City will provide their inspection findings and a directive to repair if necessary.

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4. [In the event the Landowner, its successors and assigns, fails to maintain the Facility in good working condition acceptable to the City, the City, its authorized agents and employees, may enter upon the Facility Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. **It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Facility, and in no event shall this Agreement be construed to impose any such obligation on the City, such obligation is Landowner's.**

**Commented [ORD5]:** The City may enter the Facility Property to take corrective action if the Landowner fails to do so.  
  
The City taking corrective action does not transfer the maintenance obligation, all maintenance is the Landowner's responsibility.

5. [The Landowner, its successors and assigns, will perform the work necessary to keep the Facility in good working order as appropriate. In the event the City 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, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. In the event that Landowner or its successors or assigns fail to pay the City for the costs incurred under this section, the City shall impress a lien for the costs of such work upon other lots owned by the Landowner. Such lien shall be perfected by filing in the office of the County Clerk of Tarrant County, Texas an affidavit identifying the property to be charged with such lien, stating the amount thereof, and making reference to this Agreement.

**Commented [ORD6]:** If the City enters the Facility Property to take corrective action due to the Landowner's failure to adequately maintain the Facility, the Landowner will reimburse the City the actual cost.  
  
If the Landowner fails to reimburse the City, a lien for the costs of the work will be filed in the County of record.

6. [This Agreement imposes no liability of any kind whatsoever on the City]. **THE LANDOWNER AGREES TO HOLD THE CITY HARMLESS FROM ANY LIABILITY IN THE EVENT THE FACILITY FAILS TO OPERATE PROPERLY. LANDOWNER COVENANT AND AGREE AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF FORT WORTH, ITS AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE**

**Commented [ORD7]:** The City assumes no liability by entering into this agreement.

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FAILURE OF OWNER OR ANY FUTURE OWNERS OF THE ABOVE FACILITY PROPERTY TO MAINTAIN THE BED AND BANKS OF THE DRAINAGE CHANNEL IN ACCORDANCE HEREWITH, OR AS A RESULT OF ANY DAMAGES CAUSED TO PERSON OR PROPERTY DUE TO (1) FLOODING OF THE CHANNEL AND ITS BANKS, (2) SLOPE FAILURE OF THE BANK OF THE CHANNEL, AND (3) AND FAILURE OF THE CHANNEL AND ITS BANK TO OPERATE IN A MANNER CONSISTENT WITH CITY OF FORT WORTH CRITERIA TO PERFORM ANY OF ITS DUTIES OR OBLIGATIONS HEREUNDER.

7. Landowner covenants and agrees that no habitable building shall be erected within the drainage channel outlined on Exhibit "A" but this paragraph shall not preclude construction of other improvements within the drainage channel, which do not impede drainage. Landowner covenants and agrees that no habitable building shall be erected on the above property abutting such easement which shall have a finished floor at an elevation less than two feet above the maximum depth of water in the detention pond which would occur during a 100-year frequency flood.
8. This Agreement shall be recorded among the land records of Tarrant County, Texas, 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 interests, including any property owner's association.

**Commented [ORD8]:** This language may be altered depending on the Facility and circumstances of a project.

**Commented [ORD9]:** This agreement will be recorded in the County of record and shall continue with the land.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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CITY OF FORT WORTH

LANDOWNER

◇  
◇

\_\_\_\_\_  
Jessica McEachern  
Assistant City Manager  
City of Fort Worth

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form and Legality:**

\_\_\_\_\_  
Senior Assistant City Attorney  
City Attorney's Office

**Contract Compliance Manager:**

Date: \_\_\_\_\_

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

**ATTEST:**

\_\_\_\_\_  
Jannette S. Goodall  
City Secretary

\_\_\_\_\_  
Kandice Merrick  
Planning Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on \_\_\_\_\_ by Jessica McEachern, Assistant City Manager of the City of Fort Worth, on behalf of the City of Fort Worth.

\_\_\_\_\_  
Notary Public, State of Texas

**LANDOWNER**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of \_\_\_\_\_ (entity), a \_\_\_\_\_ (entity type) and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

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EXHIBIT "A"**

INSERT LEGAL DESCRIPTION

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**EXHIBIT "B"**

DESIGN PLAN AND SPECIFICATIONS



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Exhibit "C"

CITY OF FORT WORTH DRAINAGE CHANNEL FACILITY  
OPERATION AND MAINTENANCE PLAN

The only responsibility the City of Fort Worth has in the operation and maintenance of this Facility is inspection.

**General Maintenance Procedures**

The structural and functional integrity of the Facility shall be maintained at all times by removing and preventing drainage interference, obstructions, blockages, or other adverse effects into, through, or out of the system.

Periodic silt removal shall occur when standing water conditions occur or the pond's storage volume is reduced by more than 10%. Silt shall be removed and the pond/basin returned to original lines and grades shown on the approved engineering plans. In addition, corrective measures are required any time a basin does not drain completely within 72 hours of cessation of inflow. NO STANDING WATER IS ALLOWED in basins designed for dry detention purposes.

Accumulated litter, sediment, and debris shall be removed every 6 months or as necessary to maintain proper operation of the basin. Disposal shall be in accordance with federal, state and local regulations.

Detention facilities shall be mowed monthly between the months of April and October or anytime vegetation exceeds 12-inches in height.

To prevent debris from entering and clogging the downstream storm sewer system a wire mesh screen or similar screening device shall be installed over the outlet until final acceptance.

**4. PREVENTIVE MAINTENANCE/INSPECTION**

- Visual inspections of all components will be conducted every 6 months.
- A log shall be kept of maintenance actions, and inspections. The log should document the condition of the detention system's primary components, mowing, and silt, litter and debris removal dates. Document aeration of the basin bottoms and replanting to prevent the sealing of the basin bottom.
- **Written maintenance and repair records shall be maintained by the party or parties signing the attached Agreement and shall be provided to the City upon request.**

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 Exhibit "D"

**Drainage Channel Structural Maintenance CHECKLIST**

<b>FREQUENT INSPECTION</b>	<b>DATE</b>	<b>REPAIRS REQUIRED</b>	<b>REPAIRS MADE</b>	<b>NOTES</b>
Mowing				
Remove Trash and debris				
Inspect irrigation system operation				
Remove grass clippings				
Violations Noted				
<b>MINOR INSPECTION</b>				
Condition of Channel				
Amount of silt in pond				
Amount of silt in flume				
Amount of ponded water				
Amount of wetland vegetation				
Location of Erosion				
Percent of vegetation				
Condition of trash guard				
Location of Erosion				
<b>MAJOR INSPECTIONS</b>				
Condition of Storm Water Quality Structure				
Type of Storm Water Quality Structure				
Structure type and Condition				
Condition of Rip-Rap				
Condition of filtration				

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system				
Berm or Embankment Settlement				
Location of erosion				
Evidence of Animals				
Evidence of Aquatic life				
Condition of Aeration Foundation				