

DETENTION FACILITY AGREEMENT

STATE OF TEXAS
COUNTY OF WICHITA

KNOW ALL MEN BY THESE PRESENTS

This agreement made this the _____ day of _____, 20____, by and between the City of Wichita Falls, Texas, hereinafter "City", acting by and through its City Manager, and _____, hereinafter "Owner". The term "Owner" shall include the above named owner, its successors and assigns.

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located in the corporate limits of the City, more fully described as

"Owner Tract"); also known as and incorporated herein by reference (the and,

WHEREAS, the Owner and the City desire that the development of the Owner Tract be in accordance with applicable storm water runoff regulations of the City, designed to promote the health, safety and general welfare of the citizens of the City;

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby agree as follows:

ARTICLE ONE

In consideration of the City plat and site approval of the Owner Tract, Owner hereby agrees to construct, maintain and repair a certain Detention Facility to be constructed on a portion of the Owner Tract, identified in Exhibits "A & B", attached hereto and made a part hereof for all purposes (the "Detention Facility").

ARTICLE TWO

Owner shall construct, maintain and repair the Detention Facility in a condition sufficient to provide storm water detention in accordance with the regulations of the City in effect on the date of this agreement. The Detention Facility and site grading shall be completed in accordance with Site and Grading Plans submitted by Owner and approved by City and shall be completed prior to City's issuance of a Certificate of Occupancy for any building constructed on the Owner Tract. The Owner shall not allow any structure nor allow any modification within the limits of the Detention Facility which will adversely affect the performance of the facility. In the event the Owner shall subdivide the Owner Tract into two (2) or more parcels which use the Detention Facility, the owner of each resulting tract shall have the right to perform the maintenance

necessary to retain the functionality of the Detention Facility. The maintenance obligation shall be a covenant running with the Owner Tract; provided, however, that in the event any owner conveys its interest in the Owner Tract, such conveying owner shall be released from any and all obligations under this agreement arising after the date of such conveyance. City shall have the right to inspect the Detention Facility at all reasonable times to ensure compliance with this agreement and Owner hereby grants City access to and across the Owner Tract for this purpose. In the event Owner fails to fully perform its obligations under this agreement to maintain the Detention Facility, and such failure continues for thirty (30) days after receipt by Owner of written notice from the City to Owner, City shall have the right to perform the necessary maintenance and receive full reimbursement from the Owner for the reasonable expenses incurred by City in connection therewith. Any notice, request, demand or other communication to be given to the Owner hereunder shall be in writing and shall be deemed to be delivered: if sent by mail, three (3) days following deposit in a U.S. Postal Service receptacle, postage prepaid, as certified mail, return receipt requested; or by (prepaid) national overnight courier service (e.g., FedEx, Airborne, UPS, Express Mail, etc.), addressed as set forth below:

To Owner:

To City: City of Wichita Falls, Texas
(Attn: City Manager)
1300 7th Street
P. O. Box 1431
Wichita Falls, Texas 76301.

Either party may, at any time, or from time to time, designate in writing a substitute address for that above set forth and thereafter all notices to such party shall be sent to such substitute address.

ARTICLE THREE

Owner agrees to indemnify and hold harmless the City, its officers, agents and employees from all suits, actions or claims, and from all liability and damages for any and all injuries or damages arising solely from or as a result of Owner's negligence in the performance or failure to perform its obligations under this agreement.

ARTICLE FOUR

Approval of this agreement by the City shall not create any financial obligation of the City, nor does such approval indicate approval of the appropriateness, adequacy or engineering of the Detention Facility.

IN TESTIMONY WHEREOF, the parties have caused this instrument to be executed on the date shown above.

Owner

By:
Name

Title

NOTE: PLEASE COMPLETE APPROPRIATE ACKNOWLEDGEMENT ONLY

STATE OF TEXAS §

CORPORATE ACKNOWLEDGMENT

COUNTY OF WICHITA §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of _____, a [corporation, limited liability corporation, or limited partnership], as the _____, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Seal

Notary Public

STATE OF TEXAS §

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF WICHITA §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Seal

Notary Public

City of Wichita Falls, Texas

By:

Darron Leiker, City Manager

STATE OF TEXAS §
COUNTY OF WICHITA §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Darron Leiker**, City Manager for the City of Wichita Falls, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said City of Wichita Falls, a Texas municipal corporation, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of
_____, 20____.

Notary Seal

Notary Public