

to respond to citizen complaints. Except in the case of emergency, and to the extent Landowner has provided the City with its contact information (email or telephone number), the City may, but is not required to, provide prior notice to the Landowner of an inspection. The City shall provide the Landowner copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner fails to maintain the Facilities in good working condition acceptable to the City and fails to correct such condition(s) within the time designated by the City, the City may enter upon the 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. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner that is different from or in addition to the facilities described in the Plan or outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. For the purposes of this Agreement, "good working condition" means that the Facilities are performing in accordance with design specifications and/or manuals.
6. The Landowner shall perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the Facilities (including sediment removal) is outlined on the approved plans, the schedule shall be followed.
7. That 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 shall reimburse the City within ten (10) days after demand for all costs reasonably incurred.
8. That this Agreement imposes no liability of any kind whatsoever on the City of Leander and the Landowner, its successors, assigns, and heirs, agree to hold the City harmless for the design, construction, operation, maintenance or use of the Facilities and any subsequent improvements thereto. The Landowners its successors, assigns, and heirs shall indemnify and hold harmless the City, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorney's fees for any negligence of the Landowner, his contractors, engineers, agents, or representatives, arising out of the design, construction, or condition of the Facilities or the Landowner's operation, maintenance, or use of the Facilities including any non-performance of the foregoing. Any successor landowner of the Property shall have full responsibility and liability for the Facilities as herein described. All the above shall be covenants running with the land.
9. Landowner covenants and agrees that no habitable building shall be erected within the drainage area outlined in the pond design specification sheet and drawing attached hereto as **Exhibit B** herein, but this paragraph shall not preclude construction of other improvements within the drainage area which do not impede drainage. Landowner covenants and agrees that no habitable building shall be erected on the Property abutting the Facilities 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.
10. This Agreement shall be recorded among the land records of _____ County, Texas, 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.

AGREED AND EXECUTED THIS ____ DAY OF _____, 20__ :
LANDOWNER:

BY: _____

NAME: _____

TITLE: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____,
20__ by _____

[SEAL]

NOTARY PUBLIC

EXHIBIT A
[SEE ATTACHMENT]

EXHIBIT B
[SEE ATTACHMENT]