



**OWNER'S INDEMNIFICATION AND MAINTENANCE AGREEMENT
FORM FOR DETENTION FACILITIES AND COMMON AREAS**

This agreement is made and entered into as of this _____ day of _____,
Date Month Year

by _____
Name of Owner and Developer

hereby known as Owner/Developer. Whereas, Owner/Developer holds title to
certain real

property located at _____ known as _____
Address or Legal Description Project

Project Title provided on site plan/subdivision application

located in the City of Daphne or within the Extra-territorial jurisdiction of the City of
Daphne; and

WHEREAS, Owner(s)/Developer has applied for approval of a site plan or
subdivision plat and proposes the construction of detention facilities and/or common
areas upon said property.

WHEREAS, the Daphne Planning Commission is considering approval of said request
upon determination of several factors including ownership and maintenance of
aforementioned facilities and/or areas:

It is **HEREBY AGREED** as follows:

Owner(s)/Developer, at its sole cost and expense, hereby agrees to maintain the
detention facilities and all common areas in a structurally sound condition so that it
satisfies the drainage function for which it was intended, to maintain the detention
facility in a clean and safe condition so as no to constitute a hazard of nuisance to the
public, and to maintain the detention facility in accordance with all rules, standards
and regulations applicable thereto as may from time to time be enacted by a
governmental agency or authority, including the City of Daphne. The City of
Daphne is hereby relieved of all responsibility for the maintenance of the Detention
facilities and common areas.

During and throughout the term hereof, the Owner hereby agrees to indemnify and
hold the City of Daphne, its officers, agents, and employees, harmless from all



damages, liability, claims, demands, attorney's fees and legal cost, relating to or arising from (A) the drainage function of the Detention Facility and including the construction, maintenance, operation and use thereof and (B) the increase of the flow of water or diversion of the flow of water resulting from the Detention Facility.

The terms of this Agreement shall take effect upon the date hereof and shall continue in effect for as long as the Detention Facility and common areas are in existence or until all of the following terms are met.

1. The Property Owner's Association has been created, and Articles of Incorporation for said entity have been recorded in Probate Court; and,
2. The Owner/Developer has conveyed by warranty deed all detention facilities and common areas as shown on the subdivision record plat; and,
3. Provisions of responsibility for the maintenance and ownership of all detention facilities and common areas have been recorded; and,
4. Proper documentation of such conveyances have been submitted to and accepted by the Director of Community Development for public record as replacement for this Owner's Indemnification and Maintenance Agreement.

For the Owner(s): _____

Address: _____

City/State/Zip Code: _____

Telephone Numbers: _____

This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and successors-in-title, whether voluntary by action of the parties or involuntary by operation of law. It is HEREBY STIPULATED AND AGREED that this Agreement constitutes a covenant running with the land herein described.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date of acceptance by Owner.



SIGNATURE OF OWNERS:

Sworn to and subscribed to before me this _____ day of _____
Month Year

Notary Public Signature & Seal

Unofficial Witness Signature