



**OWNER'S INDEMNIFICATION AND MAINTENANCE AGREEMENT
FOR DETENTION PONDS (Plats)**

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____
Date Month Year
by and between _____

(hereinafter referred to as "Owner"), and the City of Milton.

WHEREAS, Owner holds title to certain real property located in _____
Subdivision, _____ Land Lots, _____ District, _____ City of Milton,
Georgia, more particularly described on the Final Plat (hereinafter referred to as the "Property"); and

WHEREAS, Owner has applied for a Final Subdivision plat approval from the City of Milton,
in accordance with plans and specifications submitted to the City of Milton in order to
construct a detention pond upon said Property in connection with such approval (the "Detention Facility")
and;

WHEREAS, the City of Milton is willing to grant such approval upon the terms and
conditions set forth herein below:

It is HEREBY AGREED as follows:

1. Owner, at its sole cost and expense, hereby agrees to maintain the Detention Facility 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 not 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 and governmental agency or authority,
including the City of Milton. Maintenance of the Detention Facility shall include inspection and
maintenance performed at least as frequently as biannually. Owner shall keep records detailing
inspection and maintenance activity and these records shall be made available to Milton upon
request. The City of Milton is hereby relieved of all responsibility for the maintenance of the
Detention Facility for the term of this agreement.

2. During and throughout the term hereof, the Owner hereby agrees to indemnify and hold

The City of Milton, 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.

3. The Owner hereby authorizes the City of Milton to enter upon the premises for purposes of inspection, but written notice of the City of Milton's intention to so enter must be given to Owner at least twenty-four (24) hours in advance of said entry. Except, however, in the event of an emergency threatening loss of life or valuable property right, Milton is hereby granted immediate access to Detention Pond and the right, but not the obligation, to perform any required maintenance, the cost of which is to be paid by Owner, as provided in Paragraph 4 herein below.

4. In the event that the required maintenance is not performed by the Owner after thirty (30) day's written notice to the Owner from the City of Milton, the City of Milton shall have the right (but not the obligation) to enter the Property for the purpose of performing such maintenance. The costs of such performance shall be billed to the Owner and the Owner shall promptly reimburse The City of Milton for such costs within thirty (30) days after receipt of such billing. Failing such reimbursement, the City of Milton shall be entitled to a lien upon the Property for the full amount of such costs.

5. Upon the execution of this agreement by _____, the City of Milton shall approve the Final Subdivision Plat and Detention Facility in accordance with plans and specifications approved by the City of Milton. Specifically, Owner is prohibited from the importation of fill into the Detention Facility and any modification to the approved outlet structure without the City of Milton's approval. Further, Owner is to keep a maintenance log concerning activities within the pond to be made available to the City of Milton upon written request.

3. The terms of this agreement shall take effect upon the date hereof and shall continue in effect for as long as the Detention Facility is in existence.

