



OWNER'S INDEMNIFICATION AND MAINTENANCE AGREEMENT

FOR DETENTION PONDS (LDP's)

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 Sandy Springs.

WHEREAS, Owner holds title to certain real property known as _____
_____ located in Land Lots, _____ District, _____ Section, City of Sandy Springs,
Georgia (hereinafter referred to as the "Property"), more particularly described within the documents for
the Land Disturbance Permit known as _____
And numbered _____; and WHEREAS, Owner has applied for approval of the
aforementioned Land Disturbance Permit from the City of Sandy Springs, in accordance with plans and
specifications submitted to the City of Sandy Springs in order to perform land disturbance on the
Property; and WHEREAS, an existing detention facility (the "Detention Facility") serves the Property,
and;

WHEREAS, the City of Sandy Springs 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 or 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 any governmental agency or authority,
including the City of Sandy Springs. Maintenance of the Detention Facility shall include inspection and
maintenance performed at least as frequent as biannually. Owner shall keep records detailing inspection
and maintenance activity and these records shall be made available to Sandy Springs upon request.

The City of Sandy Springs 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 Sandy Springs, 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)
any 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 Sandy Springs to enter upon the premises for
purposes of inspection, but written notice of the City of Sandy Springs' 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, Sandy Springs 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)

