



770-730-5600
sandyspringsga.org

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 Sandy Springs.

WHEREAS, Owner holds title to certain real property located in _____
Subdivision, _____ Land Lots, _____ District, _____ Section, City of Sandy Springs,
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 Sandy
Springs, in accordance with plans and specifications submitted to the City of Sandy Springs in order to
construct a detention pond upon said Property in connection with such approval (the "Detention Facility")
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 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 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) 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 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) day's written notice to the Owner from the City of Sandy Springs, the City of Sandy Springs 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 Sandy Springs for such costs within thirty (30) days after receipt of such billing. Failing such reimbursement, the City of Sandy Springs 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 Sandy Springs shall approve the Final Subdivision Plat and Detention Facility in accordance with plans and specifications approved by the City of Sandy Springs. 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 Sandy Springs' approval. Further, Owner is to keep a maintenance log concerning activities within the pond to be made available to the City of Sandy Springs 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.

4. All notices provided for are permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by deposition in the United States mail. Rejection or other which no notice was given shall be deemed to be receipt of such notice.

For the City of Sandy Springs: City of Sandy Springs
7840 Roswell Road
Suite 500
Atlanta, Georgia 30350

For the Owner: _____
Address _____
City/State/Zip Code _____
Telephone Number _____

5. 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.

OWNER:

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

NOTARY PUBLIC SIGNATURE & SEAL

UNOFFICIAL WITNESS SIGNATURE