

## **INDEMNIFICATION AGREEMENT (DRAINAGE)**

In consideration for permission to construct, install, or make a drainage facility on and/or drainage improvement to their property, \_\_\_\_\_ ("Owners") hereby agree to and acknowledge the following:

1. Owners shall construct, install, or make the drainage facility and/or improvement in substantial compliance with Chapter 561 of the Code of Indianapolis and Marion County, Indiana, on the following described real estate and premises situated in Marion County, Indiana, to wit:

See legal description attached as Exhibit A.

2. After completion of the construction or installation by Owners and approval by the City, the drainage facility and/or improvement shall remain a privately owned and maintained drainage facility and/or improvement, shall not be accepted by the City, and shall not become a part of the stormwater drainage system of the City's Stormwater District. All maintenance responsibility and liability shall be and remain with Owners, their personal representatives, heirs, grantees, successors, and assigns.

3. Owners, their personal representatives, heirs, grantees, successors, and assigns shall indemnify and hold harmless the City of Indianapolis, its officers, agents, and employees from any and all claims, actions, causes of action, judgments, damages, losses, costs, and expenses (including attorney's fees) arising out of or resulting from the construction, installation, maintenance, or operation of the drainage facility and/or improvement.

4. This Agreement shall run with the real estate described above and shall be binding upon Owners, their personal representatives, heirs, grantees, successors, and assigns so long as the drainage facility and/or improvement or any part of it shall be used by them. At such time as the drainage facility and/or improvement shall cease to be so used, this Agreement shall immediately terminate, and this instrument shall be of no further force and effect.

5. Owners warrant that they are the owners in fee simple of the above-described real estate, are lawfully seized thereof, and have the legal authority to execute this Agreement, and affirm that no unauthorized alterations of this document have taken place.

IN WITNESS WHEREOF, Owners and the City have executed this Agreement on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )

) SS:

COUNTY OF MARION )

BEFORE ME, the undersigned, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_ OWNERS, who acknowledged the  
execution of the foregoing Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County of Residence

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Commission Expiration Date

\_\_\_\_\_  
Printed Name

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_ (Signature)  
Project Manager,  
Department of Code Enforcement

\_\_\_\_\_ (Print)

**APPROVED AS TO LEGAL FORM:**

**CITY OF INDIANAPOLIS:**

\_\_\_\_\_  
Richard McDermott  
Assistant Corporation Counsel  
Office of Corporation Counsel

\_\_\_\_\_  
Rick Powers, Director  
Department of Code Enforcement  
By: Nicole Randol  
Deputy Director

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MARION        )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Nicole Randol, who acknowledged the execution of the foregoing to be a voluntary act and deed for the uses and purposes herein mentioned. I have here unto subscribed my name and affixed my official seal.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
COUNTY OF RESIDENCE

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
COMMISSION EXPIRATION DATE

\_\_\_\_\_  
PRINTED NAME

This instrument was prepared by Richard McDermott of the Office of Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204.

I affirm ,under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Richard McDermott, Assistant Corporation Counsel  
**1/12/12**