

## INDEMNIFICATION AGREEMENT

In consideration for permission to construct or install a stormwater improvement/best management practice (BMP) to their property, located at \_\_\_\_\_  
(the "Property"), \_\_\_\_\_ ("Owner(s)") hereby agree to and acknowledge the following:

1. Owner(s) shall construct or install a stormwater improvement/BMP in substantial compliance with Resolution No. 19-2 and all subsequent amendments of the Fountain Hill Stormwater Authority, Borough of Fountain Hill, Pennsylvania (the "Authority") on their Property situated in the Borough of Fountain Hill, Lehigh County, Pennsylvania, to wit: See legal description(s) attached as Exhibit A.
2. After completion of the construction or installation by Owners and approval by the Authority, the stormwater improvement/BMP shall remain a privately owned and maintained stormwater improvement/BMP and shall not be accepted by the Authority and/or become a part of the maintenance program of the Authority. All maintenance, responsibility and liability of the stormwater improvement/BMP shall be and remain with the 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 Authority, 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 stormwater improvement/BMP.
4. This Agreement shall run with the Property and shall be binding upon Owners, their personal representatives, heirs, grantees, successors, and assigns so long as the stormwater improvement/BMP or any part of it shall be used by them. At such time as the stormwater improvement/BMP shall cease to be so used, this Agreement shall immediately terminate, and this instrument shall be of no further force and effect.
5. Owners represent and warrant that they are the owners in fee simple of the above-described Property, 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.

[Signatures to Follow]

[Signature Page to Indemnification Agreement]

IN WITNESS WHEREOF, Owners and the Fountain Hill Stormwater Authority have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Owner(s): \_\_\_\_\_

Printed: \_\_\_\_\_

STATE OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LEHIGH )

Before me, the undersigned, a Notary Public in and for the said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared \_\_\_\_\_, Owner/Owners and acknowledged the execution of the foregoing Indemnification Agreement as his/her/their voluntary act and deed.

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_,  
Resident of \_\_\_\_\_ County

Fountain Hill Stormwater Authority: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LEHIGH )

Before me, the undersigned, a Notary Public in and for the said County and State, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared \_\_\_\_\_, Owner/Owners and acknowledged the execution of the foregoing Indemnification Agreement as his/her/their voluntary act and deed.

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_,  
Resident of \_\_\_\_\_ County

Fountain Hill Stormwater Authority: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_