

Drainage Easement Hold Harmless Agreement

CONTACT INFORMATION:

Property Owner: _____

Company Name if Applicable: _____

Mailing Address: _____ City, State, Zip: _____

Phone: _____ Email: _____

Contractor (if different from Owner): _____

Company Name if Applicable: _____

Mailing Address: _____ City, State, Zip: _____

Phone: _____ Email: _____

PROPERTY INFORMATION:

Property Address: _____

Type of Easement(s): _____

Size of Easement(s): _____

FENCE INFORMATION:

Date(s) of Installation: _____

Height and Type of Fence: _____

Location of Fence: Draw a site plan below or on a separate sheet, showing entire property with dimensions, easements and all existing structures, as well as location and dimensions of the proposed fence. An aerial image may be used as a base for this site plan.

For assistance in obtaining an image of the property, contact Planning Division staff at 319-743-6320 or planning@cityofmarion.org.

Drainage Easement Hold Harmless Agreement *(continued)*

AGREEMENT:

In consideration of the City of Marion, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Marion, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever, including but not limited to claims by property owners or tenants located either up or down stream, on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Marion, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the City for damages to the building or improvements that are now adjacent to said easement or hereafter built or placed on the premises adjacent to said easement or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees that the City of Marion, Iowa may revoke or modify the permission herein granted at any time in the future without notice.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Applicant Signature: _____ Date: _____

Print Name: _____

You may return this application by mail or in person at 1225 6th Avenue, Suite 210, Marion, Iowa 52302 or email it to planning@cityofmarion.org.