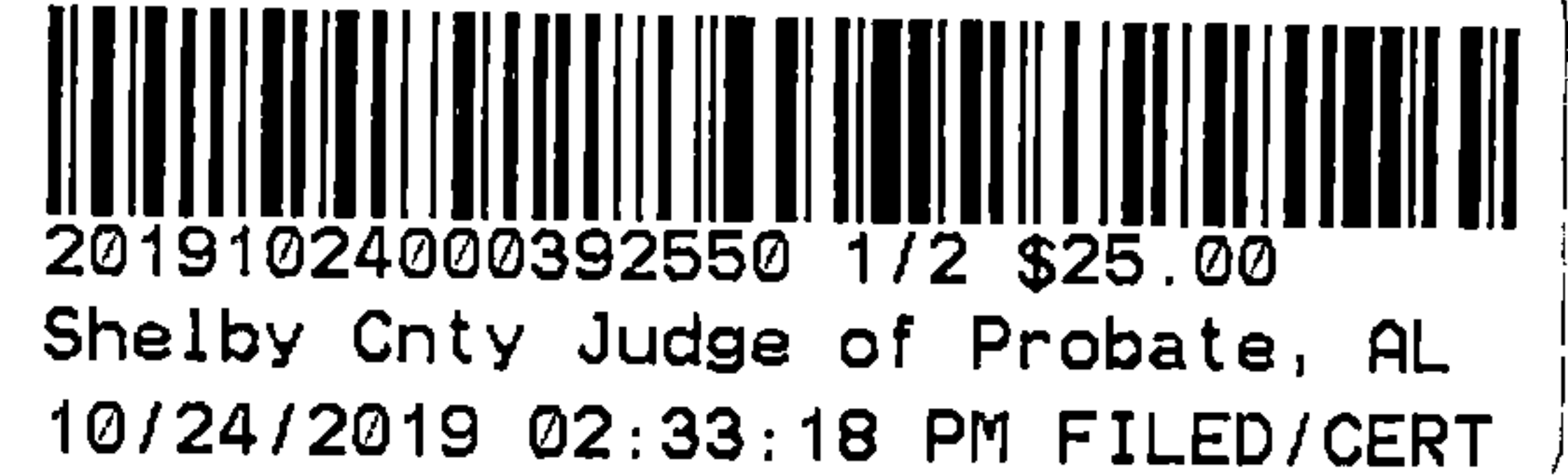


# Alabaster

## FLOOD PLAIN WAIVER AND INDEMNITY AGREEMENT



Date this the 21<sup>st</sup> day of October, 2019

WHEREAS, [OWNER] has petitioned the City of Alabaster ("City") for a subdivision plat and building permit to locate a manufactured home on property identified as being in a floodplain pursuant to current FEMA maps for the City of Alabaster; and,

WHEREAS, said construction on a floodplain is less than desirable, exposes the structures and persons residing therein to risk of loss of life and property and is only permitted upon approval of the Planning and Zoning Commission.

WHEREAS, the Owner of the property making application has been advised of the risks of placing a manufactured home on a floodplain, but has elected to proceed therewith; and

WHEREAS, the Planning and Zoning Commission authorized the subdivision of the property and the placement of a manufactured home on the property only after release and indemnification of the City by the Owners and its heirs, successors and assigns;

WHEREAS, other conditions apply to the construction contemplated herein, including but not limited to, the minimum finished floor elevation of any structure shall be raised at least 24 inches above the floodplain, and that no HVAC or other like equipment shall be placed on ground or pad that is less than 24 inches above the floodplain, and other requirements as may be required, together with other building code requirements.

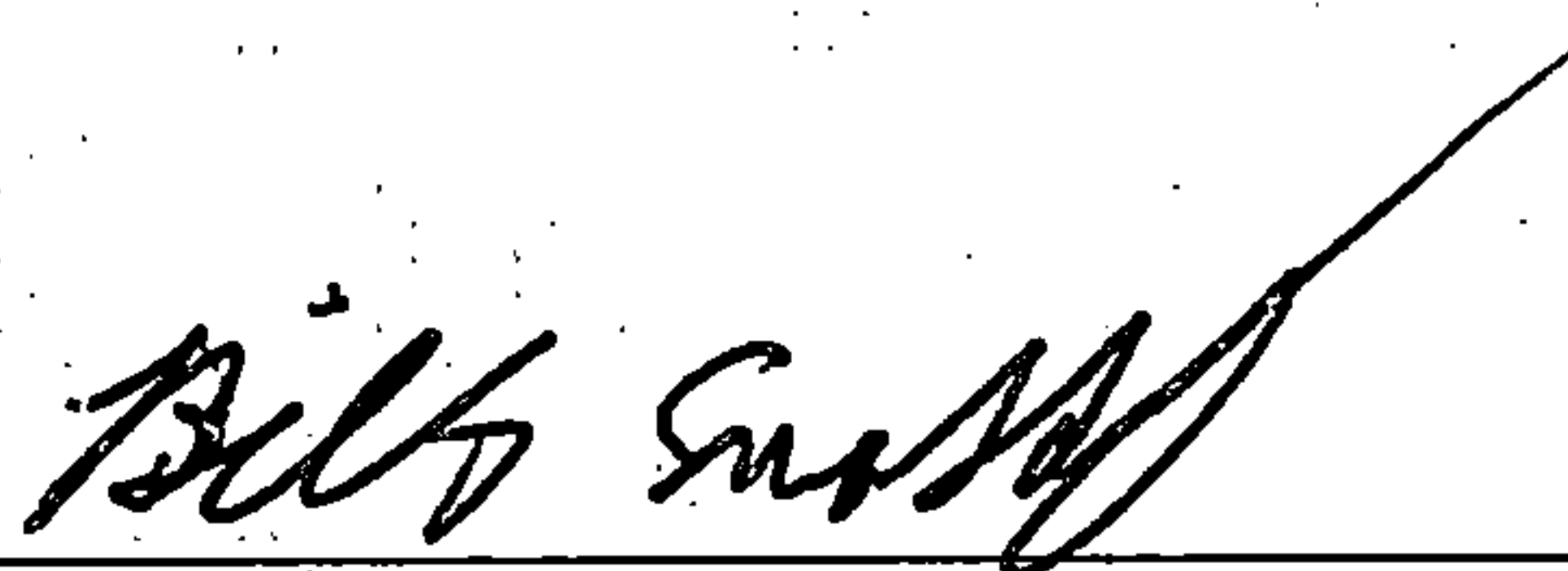
NOW, THEREFORE, Owner and City hereby agree to the following items:

1. **RELEASE:** The Owner agrees and does hereby release, remise, acquit and forever discharge the City of Alabaster, and each of its agents, servants, employees, successors, assigns, attorneys, and their heirs, executors and administrators from any and all present and future claims, demands, actions, causes of action, suits, damages, loss and expenses, of whatever kind or nature, which Owner ever had, may now have, or which they may have hereafter, by reason of any matter, cause or thing whatsoever relating in any manner to the placement of structures within the floodplain or any matter, cause or thing whatsoever related to the subdivision, construction, grading, of property in the floodplain, damage to any of Owner's structures, equipment, furnishing, vehicles, of the property.
2. **INDEMNIFICATION:** Owner, and their successors, heirs and assigns, hereby agrees, from and after the date hereof, to indemnify, save, defend (at Owner, and their successors, heirs and assigns' sole cost and expense) and hold harmless the City of Alabaster and the officers, directors, agents,

members and employees of Indemnatee, and the heirs, successors and assigns of each of the foregoing (all of such persons or entities being collectively referred to herein as "Indemnified Persons" and each such reference shall refer jointly and severally to each such person), from and against the full amount of any and all "Losses" incurred by any Indemnified City by reason of the Owner's subdivision, construction, grading, of property in the floodplain, or damage to other properties by virtue of Owner's alteration of the floodplain, placement of structures within the floodplain, and loss of Owner's property or health as a result of the actions of the Owner contemplated herein. As used herein, "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, asserted claims, actions, suits, judgments, costs, expenses or disbursements (including, but not limited to, all reasonable attorneys' fees and all other reasonable professional or consultants' expenses incurred in investigating, preparing for, serving as a witness in or defending against any action or proceeding actually commenced against any Indemnified Person), whether or not caused by the negligence of any of the Indemnified Persons (however, Losses shall not include any liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, costs, expenses and disbursements which are caused by an Indemnified Person's gross negligence or willful misconduct or by a material breach by Indemnatee.

3. **NOTICE ON SUBDIVISION PLAT:** Owner agrees to place on the Subdivision Plat the following language: *"Portions of this property are in the floodplain as identified by the Federal Emergency Management Administration and the Owner, its successors, heirs, and assigns are subject to a Release and Indemnity Agreement, a copy of which is recorded as Instrument Number \_\_\_\_\_ in the Office of the Judge of Probate of Shelby County, Alabama."*
4. **RECORDATION:** An executed and certified copy of this Agreement shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama.
5. **PARTIES BOUND:** This Agreement applies to, is binding upon, and inures to the benefit of the City of Alabaster (and its agents, servants, employees, successors, assigns, attorneys, assigns, and their heirs, executors and administrators). Each of the undersigned individual parties to this Agreement certifies that he or she is fully authorized to enter into and execute this Agreement and agree, covenant and warrant that same shall be applied to all Owners, whether now, or in the future to the terms hereof.

Date this the 21<sup>st</sup> day of October, 2019.

  
Billy Massey, Owner

City of Alabaster



By:

FRED HAWKINS

Its:

DIRECTOR OF ENGINEERING  
& BUILDING SERVICES

