

RELEASE

WHEREAS, _____ ("OWNER") is the owner of certain property more specifically described as _____ (hereafter "THE PROPERTY");

WHEREAS, _____ is the owner of certain property adjacent to THE PROPERTY. Hereafter the owner of said parcel or property will be referred to as "THE SUBSERVIENT OWNER" and said parcel or property shall be referred to as "THE SUBSERVIENT PROPERTY";

WHEREAS, the OWNER wishes to develop THE PROPERTY and has applied to the City of Mobile ("CITY") for a site development permit;

WHEREAS, the OWNER proposes to discharge water from THE PROPERTY to THE SUBSERVIENT PROPERTY;

WHEREAS, it is the policy of the CITY, in such instances, to issue a permit provided that THE SUBSERVIENT OWNER enters into a Release in favor of the CITY;

WHEREAS, THE SUBSERVIENT OWNER understands and acknowledges that THE SUBSERVIENT PROPERTY may be affected by the discharge of storm water drainage from THE PROPERTY and fully understands the effect that such discharge may have on THE SUBSERVIENT PROPERTY;

WHEREAS, THE SUBSERVIENT OWNER has agreed to release the CITY, its agents, servants, employees and officials, and any of their successors and assigns, from and against any claim or cause of action THE SUBSERVIENT OWNER or any successor in interest or title to THE SUBSERVIENT PROPERTY may have now, or may have at any time in the future, for damage to

THE SUBSERVIENT PROPERTY or for injury caused by storm water drainage from THE PROPERTY;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE OWNER AND THE SUBSERVIENT OWNER hereby agree as follows:

1. The OWNER and THE SUBSERVIENT OWNER, on their behalf and on behalf of any and all successors in interest or title to THE PROPERTY or THE SUBSERVIENT PROPERTY, do hereby remise, release, acquit and forever discharge, separately and severally, the CITY, its agents, servants, employees, officials, successors and assigns, from and against any and all liability, claims, causes of action or lawsuits relating in any manner to damage or injury caused to person or property as a result of the flow of storm water drainage on either THE PROPERTY or THE SUBSERVIENT PROPERTY, now or at any time in the future.
2. The term of this Release shall be perpetual, provided, however, that if the OWNER or THE SUBSERVIENT OWNER, or both, shall cause the storm water drainage system from THE PROPERTY to be connected to a publicly maintained storm drainage system in a manner approved by the CITY, then, in such event, the CITY agrees to record the appropriate instrument canceling the terms of this Release.
3. The OWNER and THE SUBSERVIENT OWNER agree that this Release may be recorded, of record, in the Office of the Judge of Probate of Mobile County to serve as notice to the public, and particularly as notice to all successors in interest and in title to THE SUBSERVIENT PROPERTY, of the terms of this Release and of the fact that the terms of this Release are binding on all such successors in interest and title to THE SUBSERVIENT PROPERTY.

4. The OWNER and THE SUBSERVIENT OWNER acknowledge and agree that nothing contained herein shall be deemed to be a representation by the CITY as to the suitability of any building or development on either THE PROPERTY or THE SUBSERVIENT PROPERTY by the OWNER or THE SUBSERVIENT OWNER or by any of their successors in interest or title.
5. The OWNER and THE SUBSERVIENT OWNER acknowledge and agree that the CITY and its agents, servants and employees have not undertaken any duty to review any building or development plans for THE PROPERTY for the purpose of determining whether such plans or building specifications meet good and appropriate engineering practice and criteria for the protection of private property from damage caused by storm water drainage, and further agree that the sole purpose of any review conducted by the CITY and its agents, servants and employees was to determine that a registered professional engineer, on behalf of the OWNER, has certified that the plans submitted are in accordance with accepted engineering practice and standards.
6. The OWNER and THE SUBSERVIENT OWNER hereby acknowledge and agree that they have not acted in any manner in reliance upon any representation by the CITY or any of its agents, servants and employees in entering into this Release.

IN WITNESS WHEREOF, we have hereunto set our respective hands and seals this _____

day of _____, 200__.

ATTEST:

OWNER:

BY: _____
ITS: _____

BY: _____
ITS: _____