

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, Natasha Stallworth-Embry & James Embry II (hereinafter referred to as “Owner”) is constructing a residential home located within Lot 4 of the Bellawoods Subdivision on Castlewood Court; and

WHEREAS, Owner has elected to construct retaining walls on or about the address of 102 Castleberry Court, Madison, Alabama; and

WHEREAS, the Owner did construct retaining walls (herein “the Walls”) at or about 102 Castleberry Court, Madison, Alabama that partially lays upon and encumbers a utility and drainage easement held by the City of Madison, Alabama (herein, the “City”); and

WHEREAS, the location of the Wall and the City’s utility and drainage easement is more specifically described in **Attachment A: Diagram**; and

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (herein, “MU”) operates and maintains a sewer line within the easement and enjoys the right to add, remove, modify, re-route and maintain a sewer line within wd pursuant to its franchise agreement with the City;

WHEREAS, the City and MU has requested that the Owner provide both City, MU and all other public utilities operating within the utility and drainage easement an indemnification agreement and acknowledge those conditions and terms that shall henceforth apply to the Wall within said utility and drainage easement.

NOW THEREFORE, OWNER does hereby agree:

1. That, the Owner, its successors and/or any other assigns, shall defend, indemnify and hold the City, MU, all other public utilities and/or their employees, officials and/or any other representative of the City, MU and other public utilities harmless from and against any and all claims, demands, damages, actions, causes of action, losses, costs and expenses (including, without limitation, attorney’s fees and other costs) arising out of or relating to the maintenance, repair, upkeep and/or other associated expense associated with the Wall.
2. That, the Owner, its successors and/or any other assigns shall remove the Wall within seventy-two (72) hours’ notice from the City, MU and/or other public utilities that either intend to perform utility and/or drainage easement maintenance and that the cost/expense of such removal of the Wall shall remain exclusively the responsibility of the Owner its successors and/or other assigns.
3. That, the Owner, its successors and/or any other assigns shall be required to incur all responsibility for maintaining, repairing, and/or replacing the Wall.
4. That, the Owner, its successors and/or any other assigns shall remain responsible for all damages caused by any failure, collapse and/or other negative impact of the Wall henceforth and that this indemnification is with respect to all general or special damages, choate or inchoate claims, direct or consequential damages of any nature whatsoever.
5. That, the Owner shall file this agreement with the Judge of Probate for Limestone County Alabama to provide proper notice to any and all future successors and/or assignees of these obligations that shall run with the Property and shall provide

executed and recorded copies of the agreement to the City and to MU within thirty (30) days from execution of same.

This indemnification is made free of any coercion or duress.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

In witness whereof I have hereunto set my hand and seal on this the 12 day of August, 2023.

Owner 1: Natasha Stallworth-Embry

Owner 2: James Embry II

By: Natasha Stallworth-Embry

James Embry II

Its: Owner 1

owner 2

Date: 8/12/23

8/12/23

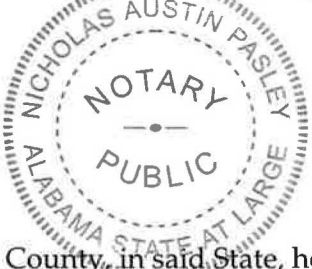
STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that **Natasha Stallworth-Embry**, who was made known to me, acknowledged before me on this day that, being fully informed of the contents of the instrument, she executed the same voluntarily

Given under my hand and official seal this 12 day of August, 2023.

Nicholas Pasley
Notary Public

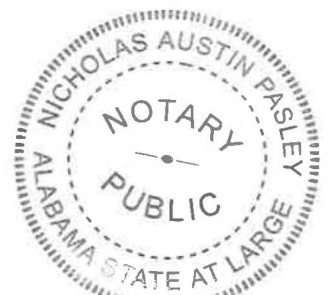
STATE OF ALABAMA §
 §
COUNTY OF MADISON §



I, the undersigned Notary Public, in and for said County, in said State, hereby certify that **James Embry, II**, who was made known to me, acknowledged before me on this day that, being fully informed of the contents of the instrument, he executed the same voluntarily

Given under my hand and official seal this 12 day of August, 2023.

Nicholas Pasley
Notary Public



**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public

Water and Wastewater Board of the City of Madison

By: Emory DeBord

Its: General Manager

Date: 8/15/23

STATE OF ALABAMA §
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COUNTY OF MADISON §

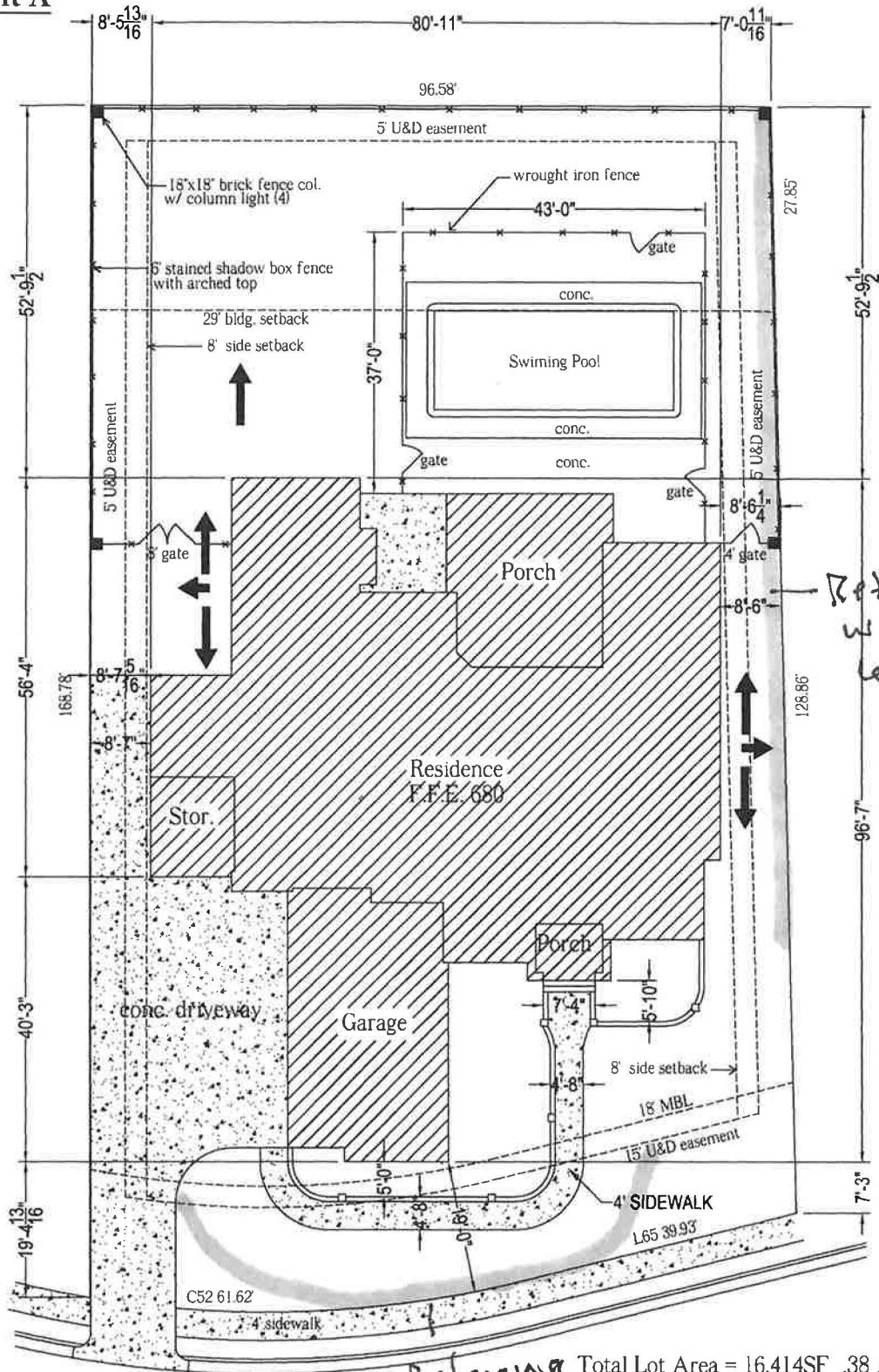
I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Emory DeBord who has signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as an officer of the Water and Wastewater Board of the City of Madison with full authority, executed the same voluntarily for and as the act of the Water and Wastewater Board of the City of Madison.

Given under my hand and official seal this 15th day of August, 2023.

Jodie M. Parker
Notary Public

My Commission Expires August 28, 2023

Attachment A



Retaining wall less than 4'

Retaining wall less than 4'
Total Lot Area = 16,414SF .38 Acre

**Lot 4 Bellawoods
CASTLEBERRY CT.**