

**AGREEMENT OF APPLICANT FOR CONDITIONAL  
STORMWATER DRAINAGE PERMIT**

WHEREAS, the undersigned has by letter attached hereto made a request to the Administrator of the Department of Code Enforcement of the City of Indianapolis, Indiana, for the issuance of a Conditional Stormwater Drainage Permit prior to the undersigned securing final stormwater drainage approval from the Department of Code Enforcement; and

WHEREAS, the undersigned agrees that, if such APPROVAL is not granted, said Conditional Stormwater Drainage Permit shall be null and void and the subject real estate shall be restored by the undersigned to the condition which legally existed prior to the issuance of the Conditional Stormwater Drainage Permit.

NOW, THEREFORE, the undersigned does hereby covenant and agree to and with the Department of Code Enforcement that, in consideration of the issuance of the Conditional Stormwater Drainage Permit, the undersigned as the owner of the subject real estate does unconditionally guarantee, if the FINAL STORMWATER DRAINAGE APPROVAL requested by the undersigned from the Department of Code Enforcement is not granted to the undersigned, that any and all land, buildings, streets, rights-of-way, or other improvements constructed, remodeled or altered in any way as a result of said Conditional Stormwater Drainage Permit and any landscaping thereon, shall be restored to the condition which legally existed prior to the issuance of the Conditional Permit; and further that any and all site development permitted thereunder shall cease.

The undersigned further agrees that the issuance of the above-referenced Conditional Stormwater Drainage Permit does not give the undersigned a vested right to continue the site development on the subject real estate if the Department of Code Enforcement denies said FINAL STORMWATER DRAINAGE APPROVAL request, and does not work to prevent the Department of Code Enforcement from seeking injunctive relief to enjoin any use of the subject real estate in violation of applicable laws and/or regulations. The undersigned further agrees to indemnify and hold harmless the City of Indianapolis, the Department of Code Enforcement and their officers, agents, officials, and employees for any and all claims, actions, causes of action, judgments, and liens arising out of issuance of the Conditional Stormwater Drainage Permit and any act or commission by the undersigned in reliance thereon.

The undersigned further agrees that the provisions of this Agreement shall be taken and applied as covenants running with the land by the undersigned, his/her heirs, successors, agents, and assigns in title until the FINAL STORMWATER DRAINAGE APPROVAL shall be granted as requested, or as amended, and a permanent Stormwater Drainage Permit is issued by the Department of Code Enforcement. The undersigned further covenants that the undersigned is the owner or authorized agent for the owner of said real estate and has full authority to execute this document and that he/she will be responsible to notify his/her heirs, successors, agents, and assigns in title of this covenant. In witness whereof, the undersigned has executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SIGNATURE: \_\_\_\_\_

PRINTED: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

STATE OF INDIANA )

) ss:

COUNTY OF MARION )

Subscribed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
County of Residence

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Commission Expiration Date

\_\_\_\_\_  
Printed Name