

## **GRADING RELEASE AND INDEMNITY AGREEMENT**

The undersigned, as owner(s) of premises at \_\_\_\_\_  
Novi, Michigan, Lot \_\_\_\_\_, of the \_\_\_\_\_  
Subdivision, having requested that occupancy of said premises be permitted,  
acknowledges that the grading of said premises is not in total compliance with grading  
standards imposed by ordinances of the City of Novi, and in consideration of the  
resolution of the dispute with the City of Novi over the application of such drainage  
regulations so as to permit occupancy approval of the premises, hereby releases the  
City of Novi, its consultants, officers, agents and employees from any claims arising out  
of the occupancy of the premises relative to said drainage regulations. This Release is  
on behalf of the undersigned owners and all heirs, administrators, executors, and  
assigns.

In further consideration of the granting of occupancy approval, the undersigned does  
hereby agree to indemnify, defend and save harmless the City of Novi, its consultants,  
officers, agents, and employees, from and against any and all liability, loss or damage  
(including costs and attorney fees) which the City of Novi may suffer as a result of  
claims, demands, costs or judgments against it arising from, out of or in consequence of  
the occupancy approval of the premises relative to said drainage regulations, whether  
such liability, loss or damage is due or claimed to be due to the negligence of the  
undersigned, its subcontractors, the City of Novi, its consultants, officers, agents, and  
employees, except only such liability, loss or damage as shall have been occasioned by  
the sole negligence of the City of Novi, its consultants, officers, agents and employees.

This release and indemnity is intended by the undersigned to release all claims,  
damages, or losses to the undersigned or his/her person and property, whether known  
or unknown, foreseen or unforeseen, patent or latent. The undersigned understands  
and acknowledges the significance and consequence of each specific intention to  
release all claims and indemnify the City and its representatives and others, and hereby  
assumes full responsibility for any claims, damages, or losses that he/she may incur  
hereunder.

This release and indemnity is freely and voluntarily executed by the undersigned after  
having been apprised of all relevant information and data and other information relevant  
to the release. The undersigned, in executing this release and indemnity, does not rely  
on any inducements, promises, or representations made by the City or its  
representatives, other than the terms of this release and indemnity.

The undersigned has read this release and indemnity and had the terms used herein, and the potential consequences thereof, explained to him/her by his/her own advisor. This release and indemnity prevails over prior communications regarding the matters contained herein between the undersigned and the City or its representatives.

IN WITNESS WHEREOF, the undersigned has executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed in the presence of:

Signed by:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

State of Michigan  
County of Oakland

On this \_\_\_\_\_ Day of \_\_\_\_\_, A.D., 20 \_\_\_\_\_, before me personally appeared the above-named person who disposeth and sayeth that he/she signed the above statement with full knowledge of its contents.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission expires: \_\_\_\_\_

Drafted by:  
Thomas R. Schultz

**When recorded, return to:**  
City of Novi – Clerks Department  
Maryanne Cornelius, City Clerk  
45175 W. Ten Mile Road  
Novi, MI 48375