

DRAINAGE EASEMENT ENCROACHMENT AGREEMENT

THIS AGREEMENT entered into as of the _____ day of _____, 20____,
between _____, ("Owner"), whose mailing address is _____
with notices sent to _____, Attn: _____; and
VANDERBURGH COUNTY, INDIANA, by and through the Vanderburgh County
Drainage Board ("County"),

WITNESSETH, That:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), in hand
paid, the receipt and sufficiency of which is hereby acknowledged and the mutual
promises contained herein, the parties agree as follows:

1. Owner is the fee simple owner of the real estate ("Real Estate")
situated in Vanderburgh County, Indiana, more particularly described on **Exhibit A**,
attached hereto and adopted by reference herein. Owner agrees that it will not
convey the property shown on **Exhibit A** until this instrument is recorded in the
Office of the Vanderburgh County Recorder.
2. A recorded drainage easement ("Easement") exists on the Real Estate,
as shown on **Exhibit B**, attached hereto and adopted by reference herein.
3. In order to develop the Real Estate, Owner desires to encroach on the
Easement with certain improvements and construction ("Construction"), more

particularly described and shown on **Exhibit C**, attached hereto and adopted by reference herein.

4. The Construction shall be undertaken, completed and at all times maintained by Owner in a good and workmanlike manner, using sound engineering, construction and maintenance techniques and practices, strictly as described herein and in the location shown herein, and so as not to impede, impair, obstruct, damage or interfere with surface water drainage or drainage facilities within and along the Easement or the use of the Easement for public utility purposes. Owner shall apply for and obtain, at its sole cost and expense, all necessary federal, state and/or local permits necessary to commence the Construction.

5. Owner, its successors and assigns, agree to indemnify, defend and hold harmless Vanderburgh County, its Drainage Board and its Members, employees, agents and assigns for any liability which may be incurred by them as a result of the approval, preparation and execution of this AGREEMENT, and the subsequent design, construction, use and maintenance by Owner, its successors and assigns, or County of the encroachment area described in **Exhibit C** and any pipes or structures installed or to be installed in the drainage easement. County expressly reserves the right to require Owner, at its sole cost and expense, to remove the Construction, upon thirty (30) days written notice to Owner at its address in the event County determines that the Construction either: (1) has not been constructed or maintained strictly in accordance with this Agreement; (2) is impeding, impairing, obstructing, damaging or interfering with surface water drainage or drainage facilities within and along the Easement; or (3) is so interfering with the

use of the Easement for public utility purposes. In the event Owner fails to comply with County's notice and direction in a timely manner, owner grants to County the express right to enter upon the Real Estate and the County and or its agents may remove the Construction and any other structures placed upon the Easement at Owner's sole cost and expense. Should owner fail to pay the County's costs in removing the Construction and any other structures placed upon the Easement within sixty (60) days of written notice to Owner for payment, the County shall have the right to record a lien against the Real Estate for the unpaid costs associated with the County's removal of the Construction and any other structures from the Easement located upon the Real Estate.

6. Owner hereby assumes the risk of and agrees to indemnify, defend, and save County harmless with respect to any and all liability, claims, demands, lawsuits, actions, penalties, costs, and attorney's fees and legal expenses, and damages of every nature and kind for personal injury or death of any person; loss or damage to any property whatsoever; any environmental damage or remediation; and any and all other losses or damages arising directly or indirectly from the Owner's encroachment on the Easement, including Owner's agents, contractors, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OWNER

By: _____

Its: _____

Printed Name

Date

VANDERBURGH COUNTY DRAINAGE BOARD

By: _____
President

Printed Name

By: _____
Vice President

Printed Name

By: _____
Member

Printed Name

Date

ATTEST:

By: _____
Brian Gerth,
Vanderburgh County Auditor

APPROVED AS TO LEGAL FORM:

By: _____
David L. Jones,
Vanderburgh County Attorney

ACKNOWLEDGMENTS

STATE OF INDIANA)
)
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the within named _____, who acknowledged the foregoing as his/her free and voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

County of Residence:

Commission Expires:

Notary Public

Printed Name

Printed Name

STATE OF INDIANA)
)
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the within named Vanderburgh County Drainage Board, who acknowledged the foregoing as their free and voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

County of Residence:

Notary Public

Notary Public

Commission Expires:

Printed Name

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ *David L. Jones*

This instrument was prepared by David L. Jones of Jones • Wallace, LLC, 420 Main Street, Suite 1600, Evansville, Indiana 47708, at the specific request of the parties based solely on information supplied by one or more of the parties to this conveyance, and without examination of title or abstract. The drafter assumes no liability for any errors or omissions in this instrument resulting from the information provided, the parties hereto signifying their assent to this disclaimer by the Grantors' execution and the Grantee's acceptance of this instrument.

EXHIBIT "A"

(LEGAL DESCRIPTION & COMMON ADDRESS, IF APPLICABLE)