



VANDERBURGH COUNTY SURVEYOR'S OFFICE

Linda Freeman
Chief Deputy

Jeff Mueller, PE, County Surveyor

Doug McDonald, PE, LS
Special Deputy



The Drainage Encroachment Agreement has been revised as of August 2014.

Following is a copy of the Drainage Easement Encroachment Agreement approved by the Vanderburgh County Drainage Board for use by property owners wishing to encroach a drainage easement shown to exist on the recorded plat of a subdivision in Vanderburgh County, Indiana.

DIRECTIONS:

1. THE AGREEMENT MUST BE COMPLETED USING ONLY **BLACK INK**, PER REQUIREMENT OF THE VANDERBURGH COUNTY RECORDER.
2. THE AGREEMENT **MUST BE ACCOMPANIED BY EXHIBITS "A", "B" AND "C"** AS DESCRIBED ON PAGE ONE OF THE AGREEMENT.
3. THE COMPLETED, **NOTARIZED AGREEMENT** MUST BE ACCOMPANIED BY A **BUSINESS CHECK, CASHIER'S CHECK OR MONEY ORDER** MADE PAYABLE TO THE VANDERBURGH COUNTY RECORDER. THE REMITTANCE MUST BE IN THE EXACT AMOUNT APPROPRIATE TO RECORD THE DOCUMENT ACCORDING TO THE PER PAGE FEE AS FOLLOWS:

| | |
|---|---------|
| Fee for the five (5) page agreement document | \$19.00 |
| Fee for each additional page required by the Exhibits | 2.00 |
| Fee for cross-referencing to the original easement..... | 1.00 |

Please note that as of January 1, 2006, a declaration of social security number redaction is required by the Recorder's Office to be included within all recorded documents. The statement is included in this document.

(EXHIBIT "A", THE LEGAL DESCRIPTION, MUST BE ON A SEPARATE PAGE. EXHIBITS "B" AND "C" MAY BE DEPICTED ON ONE SHEET OF PAPER, NO LARGER THAN 8.5" X 14", IF ALL INFORMATION IS LEGIBLE. **THE MINIMUM FEE FOR RECORDING IS \$22.00.**)

4. THE COMPLETED DOCUMENT SHALL BE SUBMITTED TO THE VANDERBURGH COUNTY AUDITOR, RM 208 CIVIC CENTER, 1 NW MARTIN LUTHER KING, JR. BLVD, EVANSVILLE, INDIANA, 47708.
5. THE COUNTY AUDITOR WILL HAVE THE DOCUMENT RECORDED WHEN THE **REQUIRED CERTIFICATE OF INSURANCE** IS PROVIDED TO THE COUNTY AUDITOR IN ROOM 208, ADMINISTRATION BUILDING, 1 NW MARTIN LUTHER KING, JR. BLVD, EVANSVILLE, IN 47708.
6. ANY MODIFICATION OF THE FORM OR THE SUBMITTAL MUST HAVE PRIOR APPROVAL OF THE VANDERBURGH COUNTY ATTORNEY.
7. IF THE APPLICANT PRODUCES AN ALTERNATE COPY OF THE AGREEMENT, IT MUST HAVE A **MINIMUM 2" MARGIN AT THE TOP OF THE FIRST PAGE** OR THE RECORDING FEE WILL BE INCREASED.

**ADDITIONAL COPIES OF THESE FORMS MAY BE OBTAINED AT
WWW.VANDERBURGHSURVEYOR.COM/DUTIES.HTML IN THE BLUE RIGHT HAND MARGIN BAR.**

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, its successors and assigns, shall cause County to be named as an additional-named insured on Owner's public liability insurance policy, applicable to the Real Estate at all times during the term of this Agreement, and to furnish County with a certificate of insurance evidencing adequate coverage containing a thirty (30) day notice-of-cancellation clause.
7. This Agreement shall remain in effect for the duration of the encroachment unless sooner terminated by the County, upon thirty (30) days written notice to Owner at its address due to the failure of Owner to comply with any provision hereof. The provisions of this Agreement shall be deemed covenants running with the title to the Real Estate and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

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

OWNER: _____

By: _____ (Signature)

(Printed or typed name)

Its: _____ (Title)

VANDERBURGH COUNTY, INDIANA

By: Vanderburgh County Drainage Board

By: _____ President, Vanderburgh County Drainage Board.

By: _____ Vice-President, Vanderburgh County Drainage Board

By: _____ Member, Vanderburgh County Drainage Board

ATTEST:

Vanderburgh County Auditor

APPROVED AS TO LEGAL FORM:

Vanderburgh County Attorney

ACKNOWLEDGMENTS

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, the undersigned, a Notary Public, within and for said county and state, personally appeared _____, to me personally known as the _____ of _____, a/an _____ corporation, and also known to me as the person whose name is affixed to the foregoing instrument, this day in person and acknowledged his/her signing, sealing and delivering of said instrument as the free and voluntary act of said corporation for the consideration and purposes therein set forth, and that he/she was duly authorized to execute same by the board of directors of said corporation.

WITNESS MY HAND AND SEAL, this _____ day of _____, 20 ____.

Signature of Notary

Printed name of Notary

Notary's County of Residence

Expiration Date of Notary's Commission

STATE OF INDIANA)

) SS:

COUNTY OF VANDERBURGH)

Before me, a Notary Public, personally appeared the members of the **Vanderburgh County Drainage Board**, and also known to me as the persons whose names are affixed to the foregoing instrument, this day in person and acknowledged their signing, sealing and delivering of said instrument as the free and voluntary act of the Vanderburgh County Drainage Board on behalf of Vanderburgh County, Indiana, for the consideration and purposes therein set forth, and that they were duly authorized to execute same by law.

WITNESS MY HAND AND SEAL, this _____ day of _____, 20 ____.

Signature of Notary

Printed name of Notary

Notary's County of Residence

Expiration Date of Notary's Commission

The foregoing form of instrument prepared by Joseph H. Harrison, Jr., County Attorney, 915 Main Street, Suite 502, Evansville, IN 47708, (812) 491-9333, and modified by the preparation and insertion of the incorporated **Exhibits A, B, and C** by _____,
Owner's duly authorized agent, _____.

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.

Signature of Declarant

Printed Name of Declarant

EXHIBIT "A"

(LEGAL DESCRIPTION & COMMON ADDRESS, IF APPLICABLE)