

DRAINAGE EASEMENT AGREEMENT

This Agreement is entered into the ____ day of _____, 20__ between _____ (“Benefited Landowner”) and _____ (“Servient Landowner”) and concerns certain real estate located at _____ in Elkhart County, State of Indiana;

WHEREAS Benefited Landowner requests permission to install a _____ at County Road _____ (the “Drainage Structure”) for the purpose of drainage and Servient Landowner is willing to allow that drainage to occur;

NOW, THEREFORE, upon the terms and provisions contained herein and other good and valuable consideration, Servient Landowner hereby grants to Benefited Landowner a non-exclusive drainage easement over, across, and through the parcel of the servient real estate described in Exhibit A which shall serve, run with the land, and be for the perpetual use and the benefit of the owners, users, occupants, and all others interested in the parcel of benefited real estate described in Exhibit B which are attached hereto and incorporated herein by reference. The drainage easement shall exist for the sole purpose of drainage of water and shall not be used as a conduit for any other structure, wire, cable or utility. The Benefited Landowner shall be responsible for all costs associated with the installation of the Drainage Structure and shall be responsible for all subsequent cleaning, maintenance, repair, and replacement of the Drainage Structure to keep it properly functioning. In the event the County Road is adversely affected by the Drainage Structure, Elkhart County, Indiana by and through the Elkhart County Highway Department may take corrective action to maintain, repair, or replace the Drainage Structure with all associated costs thereof the responsibility of and to be subsequently billed to the Benefited Landowner. In the event the Benefited Landowner fails to make restitution to Elkhart County within thirty (30) days of billing, Elkhart County may file and record a notice of non-payment which shall then become and constitute a lien on the benefited Real Estate effective on the date of recording by virtue of the terms and provisions of this Agreement. The Servient Landowner shall not block, obstruct, inhibit, hinder, or otherwise alter the Drainage Structure in any manner so as to stop or restrict the flow of water from the benefited real estate. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns and shall, in all respects, “run with the land” and shall be for the use and benefit of, and an obligation pertaining to, the parcels described in Exhibits A and B. A duly signed and notarized copy of this Agreement shall be recorded in the Elkhart County Recorder’s Office within thirty (30) days after the execution hereof by all parties.

BENEFITED LANDOWNER:

Signature	Signature
Printed Name	Printed Name
Address	City State Zip

SERVIENT LANDOWNER:

Signature	Signature
Printed Name	Printed Name
Address	City State Zip

STATE OF INDIANA) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named _____ and _____, as the Benefited Landowner and acknowledged the execution of the foregoing Agreement this _____ day of _____, 20____.

WITNESS my hand and notarial seal.

My commission Expires: _____

_____, Notary Public
Residing in Elkhart County, Indiana

STATE OF INDIANA) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named _____ and _____, as the Servient Landowner and acknowledged the execution of the foregoing Agreement this _____ day of _____, 20____.

WITNESS my hand and notarial seal.

My commission Expires: _____

_____, Notary Public
Residing in Elkhart County, Indiana

APPROVAL

The above and foregoing Drainage Easement Agreement is hereby approved by the Elkhart County Highway Department this _____ day of _____, 20____ subject to the Benefited Landowner's compliance with all applicable permit and legal requirements for the installation of the Drainage Structure.

ELKHART COUNTY HIGHWAY
DEPARTMENT

By: _____

Title: _____

STATE OF INDIANA) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 20____, personally appeared the Elkhart County Highway Department by _____, its _____, and acknowledged as said officer he/she executed the foregoing Agreement for and on behalf and in the name of the Elkhart County Highway Department, for the uses and purposes therein mentioned, and that he/she was authorized so to do.

WITNESS my hand and notarial seal.

My Commission Expires: _____

_____, Notary Public
Residing in Elkhart County, Indiana

Prepared by Craig M. Buche, Yoder, Ainlay, Ulmer & Buckingham, LLP
130 N. Main, P.O. Box 575, Goshen, Indiana 46527-0575
(574) 533-1171

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.

Craig M. Buche
130 N. Main Street, P.O. Box 575, Goshen, IN 46527-0575

EXHIBIT A

SERVIENT REAL ESTATE

Being tax parcel number: _____

Instrument number of last deed of record: _____

LEGAL DESCRIPTION

EXHIBIT B

BENEFITED REAL ESTATE

Being tax parcel number: _____

Instrument number of last deed of record: _____

LEGAL DESCRIPTION