

ALLEN COUNTY DRAINAGE BOARD
PETITION FOR CONSENT TO ALLOW PERMANENT STRUCTURE
IN LEGAL DRAIN PURSUANT OF I.C.36-9-27

To The Allen County Drainage Board:

1. Pursuant to I.C.36-9-27. Comes now _____ [Petitioner(s)] who is a person that owns a tract of land, generally described as follows: **(Include legal description, doc # and a copy of recorded deed)**

2. Regulated drain affected by this petition. _____ Drain # _____

3. Petitioner requests permission to have the following described structure erected or allowed to remain within said open drain or right-of way: **(Describe structure i.e. perimeter drain tile, house, driveway, etc.)**

4. Petitioner requests consent to extend or connect a private or mutual drain, or perimeter drain tile to the Allen County regulated drainage system. Petitioner represents that the private or mutual drain or perimeter drain will not go through land owned by other persons, unless said persons have joined in this Petition, or have consented to the private or mutual drain or perimeter drain by giving Petitioner a legal easement across his or her land.

- Copy of said easement is attached. **Yes** _____
- Plans and specifications are included for the private or mutual drain: **Yes** _____ **Pipe size** _____
- (No specifications need to be filed if the private or mutual drain will have a tiled outlet of 12" or less.)

Petitioner agrees to the following covenants, conditions, and restrictions:

INDEMNITY. Petitioner shall be liable for and shall indemnify and hold harmless Allen County Drainage Board (ACDB), the Allen County Surveyor, and their officials, officers, employees, agents and contractors from and against any liability, claim, loss, damage or expense, including reasonable attorney's fees, arising out of any injury or death to any person or damage to any property resulting from, or in connection with, the Petitioner's or any of said Petitioner's agents', subcontractors', vendors', or suppliers' use or occupancy of the drainage easement area.

CONTROL OF PREMISES. ACDB maintains the right to control the drainage easement and the ACDB, the Allen County Surveyor, and their employees, contractors, representatives, and agents may enter the same after giving notice pursuant to Ind. Code § 36-9-27-33. ACDB assumes no responsibility for any structure placed in the drainage easement. Petitioner expressly relieves and discharges the ACDB and Allen County Surveyor from any and all liability for any loss, injury or damage to person or property that may be sustained by reason of the placement of structure in the regulated drainage easement and waives its entire right to recover damages (whether in contract or in tort) for loss of or damage to the structure.

REMOVAL OF STRUCTURE. The ACDB, Allen County Surveyor, or their agents, employees, representatives, contractors, or others working at their direction may require removal of the structure in order to gain access to the regulated drain. Removal in those situations will be at Petitioner's expense. Should the Petitioner fail to remove the structure in a timely manner after receiving written notice, the ACDB or Allen County Surveyor shall have the structure removed at the Petitioner's expense. Petitioner will have no recourse.

PERMITS. Petitioner hereby represents that it has obtained all of the legal permits and/or governmental approvals for its operation in and on, or use of, the drainage easement. Issuance of all required permits and governmental approvals is a precondition to this agreement. This agreement in no way constitutes approval by governmental department with permitting authority over Petitioner's activities. Petitioner agrees to indemnify and hold harmless ACDB or Allen County Surveyor for any fines received as a result of Petitioner's failure to obtain legally required permits and/or governmental approvals.

CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACDB shall not be liable for indirect, incidental, or consequential damages, including but not limited to loss of profits or other economic loss, by reason of the termination of this Agreement or any breach thereof.

MISCELLANEOUS. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought.

Petitioner(s):

Signature

Signature

Printed Name

Printed Name

Mailing Address

Mailing Address

City/State/Zip

City/State/Zip

Telephone (include area code)

Telephone (include area code)

Email

CC: Email

Project Address

Engineer

(Revised Jan2019)

For Office Use: Fees Paid and Date