

DRAINAGE AGREEMENT

This Agreement is made as of the ____ day of _____ between Johnson's Island Road Commission ("JIRC") and _____ ("Owner"), who is the record owner of property located at _____ on Johnson's Island (the "Property").

LOT _____ Bay Haven Estates
PARCEL ID: _____

Whereas, pursuant to the Judgment and Operating Agreement recorded in Volume 0522, Page 71 of Ottawa County Records, JIRC is charged by the residents of Johnson's Island with maintaining all roadways on Johnson's Island in safe and satisfactory condition; and

Whereas, certain roadways on Johnson's Island cannot be so maintained unless and until drainage is installed to move surface water from the road bed to Sandusky Bay; and

Whereas, the installation of such drainage requires the cooperation and consent of the property owners abutting the roadway where such drainage is required, by means of an agreement which provides JIRC with the assurance of access for installation and maintenance and which provides the adjoining property owner the right to require relocation of the drainage if circumstances arise which prevent the property owner from fully exercising the rights and privileges of ownership because of the location of the drainage system;

Now, therefore, the parties agree as follows:

1. Owner hereby authorizes JIRC to install a 12" plastic drain pipe along the _____ property line of the Property from the the road right-of-way to Sandusky Bay (the "Lateral"). The Lateral is to be buried so as not to interfere with present use of the Property.
2. Drainage is to be on a _____ern 3ft of the _____ern 5 ft. wide strip of land. The parties agree and Owner acknowledges that JIRC will require additional room for installation only.
3. The purpose of the Lateral is to drain surface and standing water only. JIRC may not install any other utilities or systems in this area.

4. The Lateral shall not be used or considered as a part of any drainage plan resulting from development which may occur on land other than the Property and its adjoining roadway.
5. Owner may continue to use any parts of the 5 ft. area set aside for maintenance, as long as it conforms to Marblehead building and zoning codes.
6. JIRC shall replace and restore the area disturbed by laying, construction and maintenance of the Lateral to as near as possible to the original condition. Any damage to the lawn, landscaping, driveways, cement, drain tiles or trees shall be repaired at JIRC's expense. On an ongoing basis JIRC shall, at its expense, remediate any cosmetic issues related to the Lateral within 60 days after receipt of written notice from the Owner.
7. If repair or maintenance of the Lateral is necessary, JIRC shall notify Owner before proceeding with repairs.
8. The parties agree that this Agreement is consensual, and shall not give rise to any right of adverse possession for continued, uninterrupted use of any portion the Property, including the Lateral.
9. In the future, if Owner determines that the Lateral interferes with Owner's plan for future development of the Property, the Lateral will be relocated at Owner's direction within the boundaries of the Property. JIRC shall pay the expense of such relocation will comply with the Owner's request to perform the relocation in coordination with the Owner's redevelopment schedule. Owner shall give JIRC no less than sixty (60) days prior notice to JIRC to coordinate and perform the relocation.

10. This Agreement shall be binding upon JIRC and Owner, and their successors, heirs and assigns, and shall run with the title to the Property.

**Johnson's Island Road Commission,
an Ohio not-for-profit corporation**

By: _____
Owner

Its: _____
Print Name

Date: _____
Owner

Print Name

State of Ohio)
County of _____) **ss:**

Before me, a Notary Public in and for said county and state, did appear Johnson's Island Road Commission, an Ohio not-for-profit corporation, by and through _____, its _____, who did sign and attest the foregoing Drainage Agreement as his free act and deed individually and as such officer, this _____ day of _____, 2____.

Notary Public

Expiration Date: _____

State of Ohio)
County of _____) **ss:**

Before me, a Notary Public in and for said county and state, did appear _____, who did sign and attest the foregoing Drainage Agreement as his free act and deed, this _____ day of _____, 2____.

Notary Public

Expiration Date: _____