

**INDEMNIFICATION AGREEMENT AUTHORIZING THE TRAVERSING OF COUNTY  
DRAINAGE EASEMENT AS A PERMITTED USE BY PRIVATE OWNER**

INDEXING INSTRUCTIONS: Lot 84, Corrected Plat of Belle Terre, Part II, Madison County, Mississippi

**WHEREAS**, current owners, CHARLENE J. KENNEDY and DONALD L. KENNEDY, joint owners of property located at 118 Bienville Drive, Madison, MS, 39110, being more particularly described as Lot 84 in the Belle Terre Pt. II Subdivision, Madison, MS (Parcel #0821-30-087/00.00) wishes to improve their home by constructing a private paved driveway; and

**WHEREAS**, Madison County maintains a drainage easement (72" storm drain) adjacent to this particular lot, which, pursuant to section 303.03 of the Covenants recorded at Book 2010 Page 2833 in the General Deed Ledger of Madison County, disallows the permitting of any paving or paving projects which transverses or crosses said storm drainage easement, unless said paving is used for the purpose of drainage and is approved by the County Engineer; and

**WHEREAS**, the Madison County Board of Supervisors has been informed that the said joint owners of Lot 84 in the Belle Terre Subdivision Part II, wishes to construct a paved residential driveway which would cross the county's drainage easement in violation of Section 303.03, unless approved by the County Engineer; and

**WHEREAS**, the joint owners of said Lot 84, by means of this Agreement, will provide complete indemnification to Madison County, through the Board of Supervisors, for any liability, damages, or costs that might ensue as a result of the failure of the paved driveway which will be constructed by vendors retained by the private landowners, and which will traverse over the county drainage easement; and

**WHEREAS**, Landowners also understands that if, for any reason, Madison County finds it necessary to alter, impair, damage, or affect landowners' paved driveway in order to gain access to the storm drain, or the drainage easement lying beneath it for the purposes of repairing, managing and/or maintaining the storm drain, that Madison County is under no obligation to fix, repair, replace, or reimburse the landowners for any respective costs incident to repairing the private driveway. The landowners expressly indemnifies the county for any damage that may be caused by county by virtue of its action to clean, maintain, improve the public storm drain. The county acknowledges that it has a public duty to maintain drainage easements; culverts and storm drain lying below said private driveway.

**WHEREAS**, upon acknowledgement of the agreement of the landowners to indemnify the county, as described herein, which by agreement becomes effective


upon the signatures of the parties and upon the approval by the Madison County Board of Supervisors, which shall be recorded in the official Minutes this Agreement shall remain effective in perpetuity, shall run with the land, and shall obligate successors in interest. Based upon fulfillment of the aforesaid conditions, the Madison County Engineer shall approve the driveway paving project, and as such, the Board of Supervisors agrees to and shall waive any objection to the project as constituting a violation of Section 303.03 as described herein.

**THEREFORE**, upon premises and conditions as described, the Madison County Board of Supervisors, in conjunction with the Madison County Zoning and Permitting Office, will allow the owners of Lot 84 in the Belle Terre Subdivision Part II, to construct a paved residential driveway designed to traverse the county's drainage easement and has deemed that such construction project will not violate section 303.03 of the zoning Covenants of Madison County, unless the landowners, or his/her successors in interest, assigns, or future landowners violate, or choose not to honor the indemnification agreement, as specified herein. This Agreement shall be recorded in the Deed Book at the appropriate page number, along with a copy of the Corrected Plat of Belle Terre, Part II, which depicts the county drainage easement, and shall remain a part of this Indemnification Agreement, respecting the rights, covenants and restrictions concerning Lot 84, Belle Terre Subdivision Part II, as if fully incorporated therein.

WITNESS OUR SIGNATURES, this the 10<sup>th</sup> day of June, 2015.

For: Landowners

  
Charlene J. Kennedy

  
Donald L. Kennedy

For: Madison County Board of Supervisors

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Karl M. Banks.

Approved:

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Rudy Warnock, County Engineer

Certified:

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Ronnie Lott, Chancery Clerk