

DRAINAGE AND DETENTION BASIN EASEMENT

NAME OF DRAIN

THIS INDENTURE, entered into this ____ day of _____, 20__ by *DEVELOPER*, a Michigan Corporation, (hereafter referred to as the "Grantor"), and the *NAME OF DRAIN* Drainage District, a public body corporate, 1500 Scribner NW, Grand Rapids, MI 49504 (hereafter referred to as the "District")

WITNESSETH:

WHEREAS, the Grantor is developing certain property located in the *CITYorTWP*, County of Kent, to be known as *NAME OF DRAIN*, and

WHEREAS, the Grantor, in order to develop said property in the manner it desires, finds it necessary to construct a stormwater detention basin for the benefit of the property and to give the District certain easement rights therein.

NOW THEREFORE, in consideration of the respective covenants contained herein, the parties agree as follows:

1. In consideration of less than one hundred dollars (\$100.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant, and convey to the District, an easement for stormwater detention over, across and within the following described land in the *CITY or TWP*, County of Kent, State of Michigan, described as follows:

LEGAL DESCRIPTION of STORM WATER DETENTION EASEMENT

2. The Grantor agrees for itself, it's heirs, administrators, successors, and assigns, that it shall be the property owner's responsibility to maintain the easement area grounds including the removal of debris in such a manner that the proper functioning of the detention basin is not interfered with, and that the property owner will not make any changes in size, shape, capacity, rate of flow, rate of outflow, or changes in any other characteristics of the detention pond without the prior written approval of the District, which approval can only be given by the way of amendment to this instrument, properly recorded. ***Also, that no buildings, construction, fences, shrubs or decorative landscaping of any kind or nature shall be placed within the easement and right-of-way described above.***

3. The Drainage district shall be responsible for the maintenance and control of the hydraulic functioning of the detention basin pursuant to MPA 40, DRAIN CODE OF 1956, as amended, or successor statute. Cost for maintenance by the NAME OF DRAIN DRAINAGE DISTRICT may be charged against the property owners within the plat pursuant to MPA 40, DRAIN CODE OF 1956, as amended, or its successor statute. The property owner on whose parcel the easement rests is responsible for the turf maintenance.

4. The Grantor, it's heirs, administrators, successors, and assigns, shall save and hold the District, it's officers, employees, and agents harmless and indemnify the District against any claim or suit which seeks damages for an injury, death, or damage resulting from the construction, operation and existence of the detention pond.

5. The District agrees to maintain the detention basin outlet in accordance with the provisions under MPA 40, Drain Code of 1956, as amended. It is further understood that a provision of these statutes allow the District to specially assess the property owners in the plat if it so chooses.

6. In the event the basin grounds are not properly maintained, or changes are made to the easement area pursuant to paragraph 2 above, which impair the function of the detention basin or drainage easement, the District may order the property owner(s), upon whose property the changes are located, or improper maintenance has occurred, to make the necessary repairs or maintenance immediately. If such ordered repairs or maintenance are not completed within five (5) days, the District shall perform such maintenance or have such repairs made at the property owner's expense. All costs incurred by the District shall be billed to the property owner(s) and shall become a lien against the property(ies) in accordance with MPA 40, Drain Code of 1956, as amended.

Dated this ___ day of _____, 20__.

GRANTORS:

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____ and _____.

My Commission expires _____
Notary Public _____ County, MI

Drafted by: