

# SAMPLE

(Release of Right-of-Way Within a Plat)

## **DRAINAGE EASEMENT**

IN CONSIDERATION OF LESS THAN ONE HUNDRED DOLLARS (\$100.00), NAME of CORPORATION, a corporation formed under the laws of the State of MICHIGAN, whose address is STREET, CITY, ZIP (hereafter referred to as the "Grantor"), conveys and releases to NAME of PLAT Drainage District, whose address is P.O. Box 885, 306 South North Street, White Cloud, MI 49349 (hereafter referred to as the "District"), an irrevocable easement and right-of-way in which to construct, maintain, repair, replace, and/or remove drains, over, across, under and through the following parcel of land situated in the CITY or TWP, Newaygo County, Michigan, and legally described as follows:

### LEGAL DESCRIPTION OF PARENT PARCEL

(hereafter referred to as the Parent Parcel), the easement and right-of-way to be located as follows;

### LEGAL DESCRIPTION of EASEMENT and RIGHT-OF-WAY

The conditions of this easement are such that:

1. The District's rights and obligations are limited to the maintenance, repair, and replacement of the drainage facilities, in accordance with the provisions of the Drain Code. The cost of which may be assessed to the benefitting properties as shown in Exhibit \_\_\_ MAP of the DRAINAGE DISTRICT.
2. The Grantor shall retain all other property rights and obligations, including turf maintenance. No buildings, construction, or decorative landscaping of any kind or nature shall be placed within the easement and right-of-way described above. Fences placed within the easement and right-of-way shall not impede drainage or appreciably increase the District's obligations. If the District shall in the exercise of its rights disturb the easement and right-of-way, then the District shall only be obliged to restore the ground to its original grade, place four (4) inches of top soil, seed, fertilizer and mulch.
3. Should the District in the reasonable discharge of its obligations be required to enter upon the Parent Parcel it shall have the right to do so. If the District shall in the exercise of its foregoing powers disturb the Parent Parcel described above, then the District shall restore it to its original condition.
4. Prior to each exercise of rights granted herein, the District shall make reasonable efforts to serve notice on the Grantor of its intent to enter upon the easement and right-of way. In cases of emergency, no prior notice need be given.
5. By this conveyance the Grantor releases the District from any and all claims for damage arising from or incidental to the exercise of any of the foregoing powers.

This Grant of Easement is intended to run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, and may not be amended or modified without prior written approval of the District. Any amendment or modification to this Grant of Easement shall be by an instrument in recordable form executed by both the Grantor and the District and recorded at the office of the Newaygo County Register of Deeds.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

GRANTORS:

NAME of CORPORATION

\_\_\_\_\_  
\_\_\_\_\_

by  
by

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by PERSON'S NAME, president and PERSON'S NAME, Secretary/Treasurer of the NAME of CORPORATION described herein, and who executed the above instrument, on behalf of said Corporation.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, MI  
My commission expires \_\_\_\_\_

Prepared by: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_