

SAMPLE

FLOODING EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, for and in consideration of \$_____ and prospective benefits to be derived by reason of the construction, operating, improving, and maintaining of a certain Drain under the supervision of the Newaygo County Drain Commissioner as hereinafter described, _____, (the "Landowners") do hereby convey and release to _____, Newaygo County Drain Commissioner on behalf of the Newaygo County Drainage District, (the "Drainage District") a public body corporate, of P.O. Box 885, 306 South North Street, White Cloud, MI 49349, an Easement for the _____ Drain situated in the County and State aforesaid. Landowners do hereby convey and release to Drainage District a Drainage Easement with an elevation of approximately _____ feet above mean sea level, USGS datum, for drainage purposes and flood control.

WHEREAS, Landowners are the owners of lands in the aforesaid County described as:

WHEREAS, the Drainage District wishes to obtain an easement from Landowners in the event that there is an increase in the velocity or quantity of water flowing onto Landowners' property as a result of the construction, maintenance, improvement, or operation of the Drain.

NOW THEREFORE, the parties agree as follows:

1. Landowners hereby grant, convey, and release unto Drainage District as Easement over and upon their lands for the purpose of allowing for increases in velocity or quantity of water flow onto Landowners' property.
2. Said Easement is described separately as follows:
3. Landowners, their heirs, executors, administrators, successors, and assigns reserve their rights and privileges to the area encompassed by the Easement as may be used and enjoyed to include the planting and harvesting of agricultural crops so long as the use(s) do not interfere with or abridge the rights granted to and easement hereby acquired by the Drainage District;
4. Landowners, their heirs, executors, administrators, successors, and assigns hold Drainage District harmless to all claims to damages in any way arising from or incident to the drainage and any increased flow onto said premises by reason of the drain and maintenance or improvement thereof. During the time of maintenance and improvement of said drain, or at any time in the future, such release for damages releases the Drainage District, its successors and assigns from any damages whatsoever arising out of the flooding of said lands within the easement right-of-way to any depth at any time in the future by reason of the construction of such drainage improvements and the flooding caused by such construction or their use during the time of construction or at any time in the future;
5. This Easement may be terminated in whole or in part by written agreement of all of the parties;
6. This conveyance shall be deemed sufficient to vest in Drainage District and Easement in said lands for the uses and purposes of any increased flow onto Landowners' property.

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

WITNESSES:

LANDOWNERS:

sign _____
type/print:

sign _____
type/print:

sign _____
type/print:

sign _____
type/print:

WITNESSES:

DRAIN DRAINAGE DISTRICT

sign _____
type/print:

Newaygo County Drain Commissioner

sign _____
type/print:

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

_____, Notary
County, Michigan
My commission expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

_____, Notary
County, Michigan
My commission expires:

