

## APPENDIX L

### Required Easement and District Language for Chapter 18 Drainage Districts

#### Language Required for Platted Subdivisions

The following language shall be included in a section of the subdivision deed restrictions that describes the drainage district.

...subject to a perpetual and permanent easement in favor of the Washtenaw County Drain Commissioner, the \_\_\_\_\_ Drainage District, (collectively referred to as "grantee), and grantee's successors, assigns and transferees, in, over, under and through the property described on the plat (liber, page) hereto, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

- 1) The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains, in any size, form, shape or capacity;
- 2) The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit for the purposes identified in subsection (1), above;
- 3) No owner in the subdivision shall build or convey to others any permanent structures on the said easement;
- 4) No owner in the subdivision shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the said easement;
- 5) The grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property;
- 6) All owners in the subdivision release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise rising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

The rights granted to the Washtenaw County Drain Commissioner, the \_\_\_\_\_ Drainage District, and their successors and assigns, under Section \_\_\_\_\_ of these restrictions may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted there under shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

## Language Required for Site Condominiums

The following language shall be included in a section of the Master Deed that describes the drainage district.

...subject to a perpetual and permanent easement in favor of the Washtenaw County Drain Commissioner, the \_\_\_\_\_ Drainage District, (collectively referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property described on Exhibit B hereto, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

- 1) The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with, any type of drainage facilities or storm drains, in any size, form, shape or capacity;
- 2) The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit for the purposes identified in subsection (1), above;
- 3) No owner in the condominium shall build or convey to others any permission to build any permanent structures on the said easement;
- 4) No owner in the condominium shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the said easement;
- 5) The grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property
- 6) All owners in the condominium release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

The rights granted to the Washtenaw County Drain Commissioner, the \_\_\_\_\_ Drainage District, and their successors and assigns, under Section \_\_\_\_\_ of these restrictions may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted there under shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.