2.5 inches

All print to be in BLACK ink

ROAD COMMISSION DRAINAGE COVENANT

The Covenant entered into on this the _____ day of _____, 20___, by and between _____, herein referred to as _____, being the owners of record of lands located in _____ Township, Monroe County, Michigan, described on Exhibit A, attached hereto and made a part hereof, and the Board of County Road Commissioners of Monroe County, Michigan, a body corporate, hereinafter referred to as the Road Commission.

In consideration of permitting natural occurring surface waters originating on lands described in Exhibit A to be discharged into the highway drainage system, it is mutually agreed between _____ , its heirs and assigns, and the Road Commission, that the above-described lands shall be held and shall be hereinafter conveyed subject to the following restrictions and conditions:

1. _____ shall construct and continuously maintain, on the above-described lands, a storm-water detention pond capable of storing _____ cubic feet of water. This pond shall effectively capture and temporarily store surface waters originating on lands described in Exhibit "A."
(Legal sized signed and sealed survey and legal description by Michigan Professional Surveyor)
(Insert any special conditions)

2. Water from the detention pond shall be conveyed to the roadway drainage system of _____Road solely by means of a closed pipe conduit having a maximum inside diameter of __ Inches.

3. The maximum rate of water discharge from the detention pond into the highway drainage system shall not exceed _____ cubic feet per second.

4. Water from no other land(s) shall be permitted to drain into detention pond or the detention pond discharge pipe except by written mutual agreement of the parties.

5. The owners, their heirs and assigns, grant to the Road Commission the right to enter upon the land at reasonable time to inspect the detention pond and drainage pipe.

This Covenant shall be binding on all successors of interest in the land described in Exhibit "A" and shall run with the land until such time as it shall be terminated by mutual agreement of the parties.

Owner:

_____ _____
Signature Signature

_____ _____
Print name Print name

STATE OF MICHIGAN)
)ss
COUNTY OF MONROE)

On this _____ day of _____, 20___, _____

_____, personally appeared before me and are known to be the person(s) who executed the foregoing release and severally acknowledged the same to be their (her/his) free act and deed.

_____
Sign name Notary Public

_____
Print name
Monroe County, Michigan
My commission expires_____

BOARD OF COUNTY ROAD COMMISSIONERS
MONROE, MICHIGAN

_____
Paul Iacoangeli, Chairman

_____
Dan Minton, Vice Chairman

_____
Charles A. Londo Member

_____
Stephen J. Pace, Member

_____
Bruce R. Stammer, Jr, Member

STATE OF MICHIGAN)
)ss
COUNTY OF MONROE)

On this _____ day of _____, 20____, _____

_____, personally appeared before me and are known to be the person(s) who executed the foregoing release and severally acknowledged the same to be their (her/his) free act and deed, all are board members of the Monroe County Road Commission.

_____
Sign name Notary Public

_____
Print name
Monroe County, Michigan
My commission expires_____

Author:
Name _____
Address _____
_____

When recorded please return to:
Monroe County Road Commission
840 S. Telegraph Rd.
Monroe, MI 48161
Telephone: (734) 240-5102