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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

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/4

**AGREEMENT FOR THE ADDING LANDS TO AN EXISTING
COUNTY DRAINAGE DISTRICT
FOR THE KNOLLS OF GRASS LAKE, A RESIDENTIAL SITE CONDOMINIUM,
LOCATED IN SECTION 27, MARION TOWNSHIP
PURSUANT TO SECTION 433 OF ACT NO. 40 OF
THE PUBLIC ACTS OF 1956, AS AMENDED**

THIS AGREEMENT, made and entered into this 7th day of JULY 2004, by and between BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER of 2300 E. Grand River, Suite 105, Howell, Michigan 48843, hereinafter referred to as "Drain Commissioner" on behalf of the proposed The Derbyshire Farms Drain Drainage District, hereinafter referred to as the "District"; and Power Group Investment, L.L.C., a Michigan Limited Liability Company, of 3121 E. Grand River, Howell, Michigan 48843, as owner of land described in Exhibit A attached hereto, hereinafter referred to as "Landowner".

WITNESSETH:

WHEREAS, the District is an established body corporate in the County of Livingston and State of Michigan pursuant to Act 40 of the Public Acts of 1956 of the State of Michigan, as amended; and

WHEREAS, the Drain Commissioner, pursuant to the provisions of the Drain Code of the State of Michigan, Act No. 40 of the Public Acts of 1956, as amended, is acting on behalf of the District and has complete legal jurisdiction of the Drain which serves various properties in the District; and

WHEREAS, Landowner, pursuant to Section 433 of Act No. 40 of 1956, as amended, wishes to add lands to the District; and

WHEREAS, Section 433 of Act No. 40 of the Public Acts of 1956, as amended, authorizes the Drain Commissioner to enter into an Agreement with the Landowner and developer, if any, to establish a drain which was constructed by the Landowner or developer to service an area of its own land as a County Drain; and

WHEREAS, Landowner has been advised and understands and agrees to assume the total cost of the construction necessary to add the lands, including engineering, inspection, easement acquisition, legal and administrative expenses and costs attendant to this Agreement; and

WHEREAS, Landowner has agreed to assume and pay all costs as set forth herein, and

WHEREAS, Landowner has obtained, at its own expense, a certificate from a registered professional engineer satisfactory to the Drain Commissioner to the effect that the Drain has sufficient capacity to provide adequate drainage service without detriment to or diminution of the drainage service which the outlet currently provides. A copy of said certificate is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree as follows:

1. The District agrees to permit the addition of lands legally described as follows:

See Exhibit "B"

2. Landowner agrees to construct and/or has constructed, at its expense, the Drain in accordance with plans and specifications approved by the Drain Commissioner. The route and course for the drain is legally described in Exhibit C.
3. The Landowner agrees to pay the costs of construction of said Drain and drainage facilities, including the acquisition of the necessary rights of way or easements, engineering, surveying, inspection, legal and administration costs. In addition, the Landowner has deposited with the Drain Commissioner an amount of money equivalent to five (5%) percent of the costs of construction of the drain, not to exceed Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars, which monies are to be deposited into Derbyshire Farms Drain Maintenance Fund.
4. That the Landowner shall secure, at its own expense, all easements or rights of way necessary for the construction of the Drain over and across the properties owned by Landowner and across such other lands as necessary for the construction of the Drain from the point of beginning at the outlet to the point of ending. Said easements or rights of way shall be secured in writing and in a form acceptable to the Drain Commissioner. The Landowner shall be responsible for all costs for the recording of said easements, as directed by the Drain Commissioner.
5. Landowner shall secure all necessary permits or authorizations as may be required by local, state or federal law and provide copies to the Drain Commissioner. The Drain Commissioner shall be provided copies of all correspondence and reports involving any governmental agency with respect to the Drain.
6. The Landowner hereby agrees that said added lands shall, from this date forward, be liable for the added lands portion of all special assessments hereafter levied for the operation and maintenance of the Drain.
7. The Derbyshire Farms Drain Maintenance Fund is agreed and understood as being for the sole benefit of the Derbyshire Farms Drain and use thereof may be made by the Derbyshire Farms Drain Drainage District at large, or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Drain Code of 1956, as amended.


8. Landowner agrees to indemnify and hold harmless the Drain Commissioner and the Derbyshire Farms Drainage District for any and all claims, damages, lawsuits, costs and expenses, arising out of or incurred as a result of the Drain Commissioner assuming responsibility for the drain under federal, state and/or local environmental laws and regulations, including all future amendments to such laws or regulations and the administrative and judicial interpretation thereof, except for liability arising out of the gross negligence or intentional wrongful conduct of the Drain Commissioner or its agents.

9. Modification, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties.


This Agreement shall become effective upon its execution by the Developer/Landowner and the Drain Commissioner and shall be binding upon the successors and assigns of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.

DERBYSHIRE FARMS DRAIN
DRAINAGE DISTRICT


By: 
By Brian Jonckheere
Livingston County Drain Commissioner

POWER GROUP INVESTMENT, L.L.C.

By: 
By Daniel P. Boss
Its President

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this 23rd day of July, 2004, before me, a Notary Public in and for said County, personally appeared BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.


Sallie K. Chrenka, Notary Public
Livingston County, Michigan
My Commission Expires: March 12, 2008

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this 22 day of July, 2004, before me, a Notary Public in and for said County, personally appeared Daniel P. Boss, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Judith L. Bachman
JUDITH L. BACHMAN, Notary Public
Livingston County, Michigan
My Commission Expires: 2-10-06

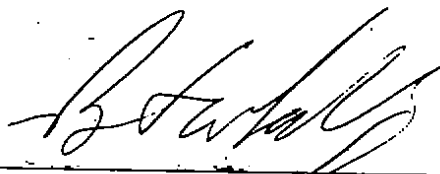
When Recorded Return To:
Brian Jonckheere
Livingston County Drain Commissioner
2300 E. Grand River
Howell, Michigan 48843

Drafted By:
Neil Plante
Boss Engineering Company
3121 E. Grand River
Howell, Michigan 48843

EXHIBIT A

I, Brent W. LaVanway, a Registered Professional Engineer in the State of Michigan, do hereby certify to the following for the Knolls of Grass Lake Site Condominium in Section 27 of Marion Township:

1. The above-mentioned lands to be developed naturally drain into the area served by the existing drains and that the existing drains are the only reasonable available outlet for the drainage from the lands to be developed.
2. To my knowledge, there is
 - a. Existing capacity in the existing drains to serve the lands to be developed without detriment to or diminution of the sanitary sewer or storm drainage service provided or to be provided in the foreseeable future in the existing district.
 - b. No foreseeable adverse impact on downstream proprietors created by the stormwater flow from the Knolls of Grass Lake Site Condominium.



Brent W. LaVanway, P.E., #38211

Date: 7/22/04

EXHIBIT "B"

Part of the Northwest 1/4 of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of said Section 27; thence along the North Line of said Section 27, as monumented, S 89°51'09" E, 1306.53 feet (previously recorded as S 89°59'32" E, 1305.15 feet); thence S 00°11'30" E, 1005.62 feet to Traverse Point "A"; thence continuing along said line, and along the West line of "Derbyshire Farms", a subdivision as recorded in Liber 37 of Plats, pages 41-42, Livingston County Records, S 00°11'30" E, 1040.91 feet (the previous two courses being recorded as S 00°26'29" E, 2042.93 feet); thence along the Westerly Line of the Plat of McClatchey's Triangle Lake Estates No.1, as recorded in Liber 7, Page 15-16, Livingston County Records, on the following two (2) courses: 1) Southwesterly on an arc left, having a length of 316.96 feet, a radius of 273.82 feet, a central angle of 66°19'23", and a long chord which bears S 32°39'56" W, 299.56 feet (previously recorded as having a length of 316.95 feet, a radius of 273.82 feet, a central angle of 66°17'46", and a long chord which bears S 32°24'57" W, 299.56 feet); 2) S 00°29'02" E (previously recorded as S 00°44'01" E), 329.90 feet; thence along the East-West 1/4 Line of said Section 27, as monumented, S 89°11'13" W, 1137.37 feet (previously recorded as S 88°55'21" W, 1136.97 feet), to the West 1/4 Corner of said Section 27; thence along the West Line of said Section 27, N 00°22'21" W (previously recorded as N 00°35'57" W), 994.57 feet to Traverse Point "B", the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "A" and having the following ten (10) courses: 1) S 75°49'06" W, 147.63 feet; 2) N 75°42'41" W, 198.45 feet; 3) N 56°46'38" W, 190.05 feet; 4) S 55°59'23" W, 240.19 feet; 5) S 87°01'53" W, 190.87 feet; 6) S 32°30'58" W, 156.24 feet; 7) S 03°33'07" E, 159.70 feet; 8) S 34°22'17" W, 296.70 feet; 9) S 46°52'15" W, 149.78 feet; 10) N 64°27'13" W, 49.10 feet to aforementioned Traverse Point "B"; thence continuing along the West Line of said Section 27, N 00°22'21" W (previously recorded as N 00°35'57" W), 1653.57 feet to the POINT OF BEGINNING, containing 76.95 acres, more or less. Including the use of a 66 foot wide Private Easement for Ingress, Egress, and Public Utilities as described in Liber 1295, page 375, Livingston County Records. Also subject to any other easements or restrictions of record.

DESCRIPTION OF STORM SEWER EASEMENT:

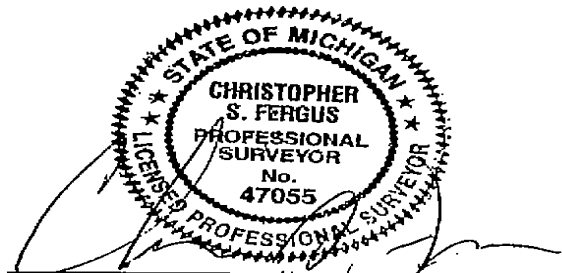
Part of the Northwest 1/4 of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Beginning at the West 1/4 Corner of said Section 27; thence along the West line of said Section 27, N 00°22'21" W, 994.57 feet; thence N 69°26'24" E, 63.14 feet; thence S 23°27'48" E, 66.74 feet; thence N 50°30'53" E, 155.18 feet; thence N 21°06'16" E, 15.19 feet; thence N 77°57'40" E, 220.47 feet; thence Southerly on an arc left, having a length of 20.05 feet, a radius of 268.00 feet, a central angle of 04°17'13", and a long chord which bears S 08°05'18" E, 20.05 feet; thence S 77°57'40" W, 208.10 feet; thence S 20°52'06" W, 15.95 feet; thence S 17°49'28" E, 184.22 feet; thence S 19°50'51" W, 42.35 feet; thence S 43°43'20" W, 81.33 feet; thence S 34°47'58" W, 74.38 feet; thence N 89°47'51" W, 139.88 feet; thence S 00°13'53" E, 701.33 feet; thence along the East-West 1/4 line of said Section 27, as monumented, S 89°11'13" W, 20.00 feet, to the POINT OF BEGINNING.

May 7, 2004

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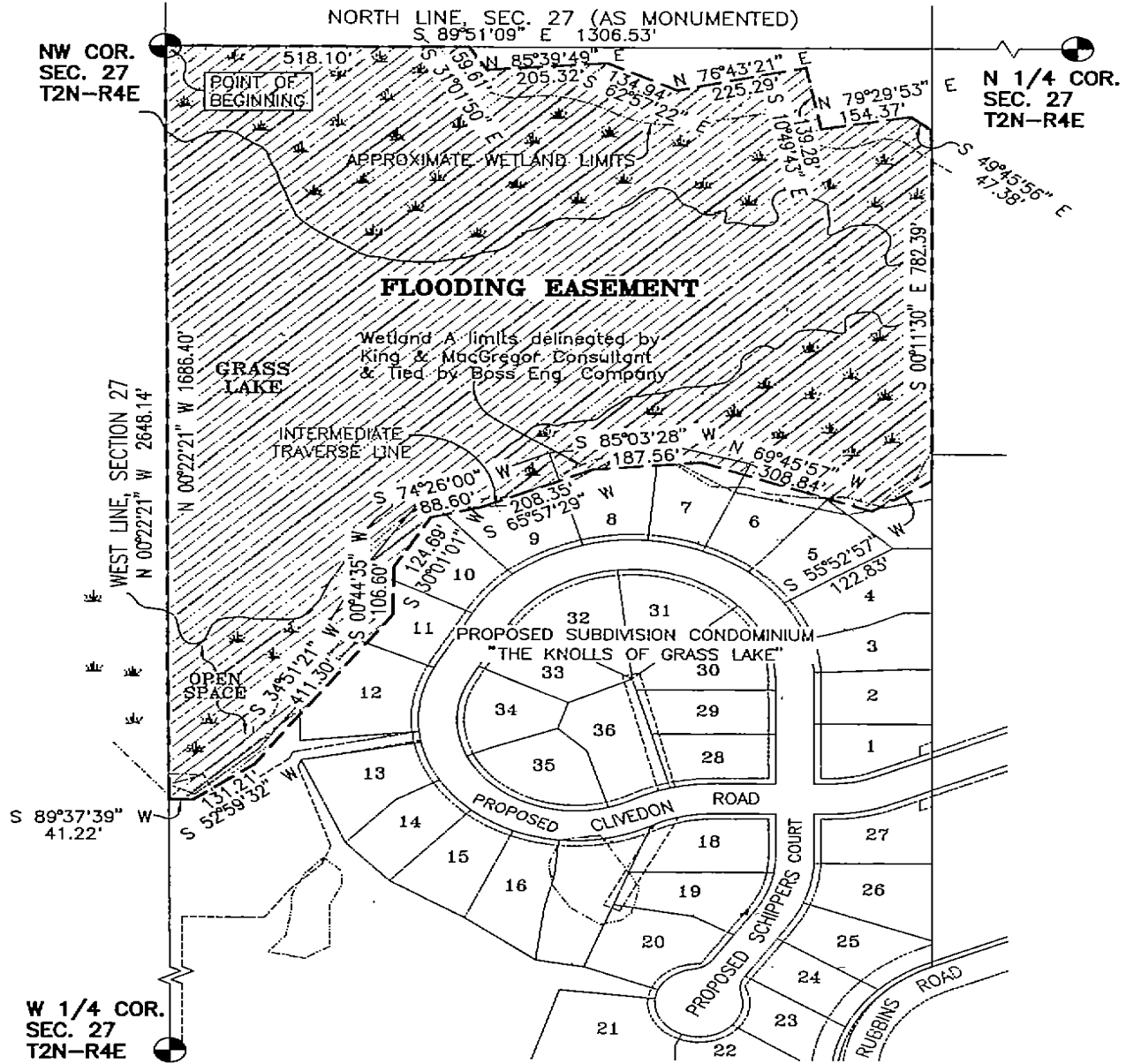
Job Number: 01658 *RA*

Sheet: 2 OF 2

**BOSS ENGINEERING
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Phone (517)546-4836 • Fax (517)548-1670

CHRISTOPHER S. FERGUS, P.S.

FLOODING EASEMENT



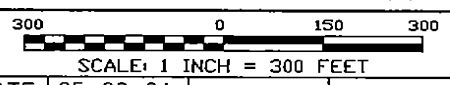
DESCRIPTION:
PART OF THE
NORTHWEST 1/4,
SECTION 27, T2N-R4E,
MARION TOWNSHIP,
LIVINGSTON COUNTY,
MICHIGAN

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(E-MAIL: bob@bosseng.com)

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HOWELL, MI 48843
(800) 244-6735 FAX (517) 548-1870

OWASCO COUNTY:
7125 ORCHARD LAKE RD. SUITE 300
WEST BLOOMFIELD, MI 48322
(800) 763-0362 FAX (248) 624-9480

CLIENT:
THE KNOLLS AT
GRASS LAKE



- LEGEND
- = IRON SET
 - = IRON FOUND
 - ⊙ = MONUMENT FOUND
 - ✱ = FENCE
 - (R) = RECORDED
 - (M) = MEASURED

JOB NO. 01658
SHEET 1 OF 2

DATE 05-06-04
FB CREW DR. AEB CK. *[Signature]*

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DESCRIPTION OF FLOODING EASEMENT:

Part of the Northwest 1/4 of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of said Section 27; thence along the North Line of said Section 27, as monumented, S 89°51'09" E, 518.10 feet; thence S 31°01'50" E, 59.61 feet; thence N 85°39'49" E, 205.32 feet; thence S 62°57'22" E, 134.94 feet; thence N 76°43'21" E, 225.29 feet; thence S 10°49'43" E, 139.28 feet; thence N 79°29'53" E, 154.37 feet; thence S 49°45'56" E, 47.38 feet; thence S 00°11'30" E, 782.39 feet; thence S 55°52'57" W, 122.83 feet; thence N 69°45'57" W, 308.84 feet; thence S 85°03'28" W, 187.56 feet; thence S 65°57'29" W, 208.35 feet; thence S 74°26'00" W, 88.60 feet; thence S 30°01'01" W, 124.69 feet; thence S 00°44'35" W, 106.60 feet; thence S 34°51'21" W, 411.30 feet; thence S 52°59'32" W, 131.21 feet; thence S 89°37'39" W, 41.22 feet; thence along the West line of said Section 27, N 00°22'21" W, 1686.40 feet, to the POINT OF BEGINNING.

May 6, 2004

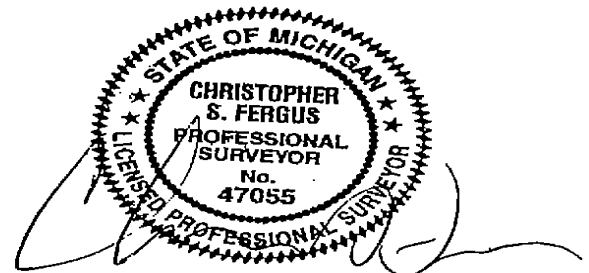
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Job Number: 01658 *AB*

Sheet: 2 OF 2

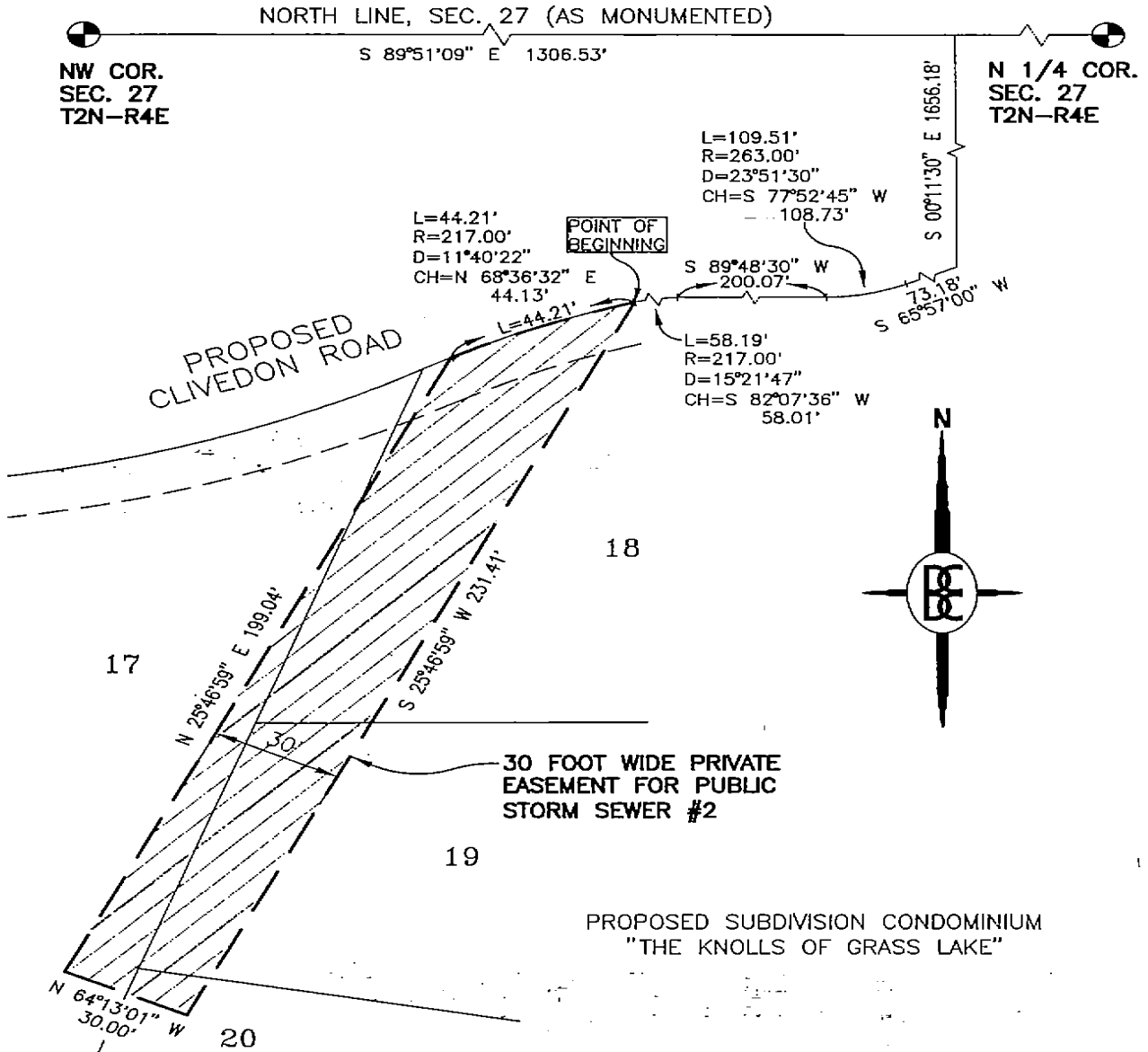
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CHRISTOPHER S. FERGUS, P.S.

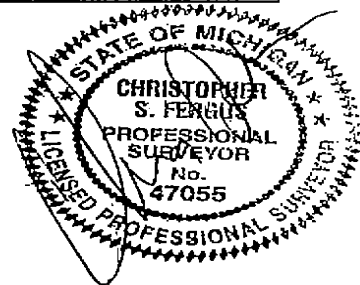
30 FOOT WIDE PRIVATE EASEMENT FOR PUBLIC STORM SEWER #2



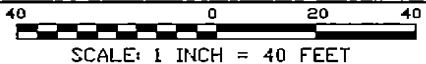
DESCRIPTION:
PART OF THE
NORTHWEST 1/4,
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MARION TOWNSHIP,
LIVINGSTON COUNTY,
MICHIGAN

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OAKLAND COUNTY: 7115 ORCHARD LAKE RD., SUITE 300 WEST BLOOMFIELD, MI. 48322 (800) 763-0360; FAX (248) 628-9420



CLIENT:
THE KNOLLS AT
GRASS LAKE



- LEGEND
- = IRON SET
 - = IRON FOUND
 - ⊙ = MONUMENT FOUND
 - = FENCE
 - (R) = RECORDED
 - (M) = MEASURED

JOB NO.	01658	DATE	05-07-04				
SHEET	1 OF 2	FB	CREW	DR. AEB	CK.		

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DESCRIPTION OF 30 FOOT WIDE PRIVATE EASEMENT FOR PUBLIC STORM SEWER #2:

Part of the Northwest 1/4 of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 27; thence along the North Line of said Section 27, as monumented, S 89°51'09" E, 1306.53 feet; thence S 00°11'30" E, 1656.18 feet; thence S 65°57'00" W, 73.18 feet; thence Westerly on an arc right, having a length of 109.51 feet, a radius of 263.00 feet, a central angle of 23°51'30", and a long chord which bears S 77°52'45" W, 108.73 feet; thence S 89°48'30" W, 200.07 feet; thence Westerly on an arc left, having a length of 58.19 feet, a radius of 217.00 feet, a central angle of 15°21'47", and a long chord which bears S 82°07'36" W, 58.01 feet, to the POINT OF BEGINNING of the Easement to be described; thence S 25°46'59" W, 231.41 feet; thence N 64°13'01" W, 30.00 feet; thence N 25°46'59" E, 199.04 feet; thence Easterly on an arc right, having a length of 44.21 feet, a radius of 217.00 feet, a central angle of 11°40'22", and a long chord which bears N 68°36'32" E, 44.13 feet, to the POINT OF BEGINNING.

May 7, 2004

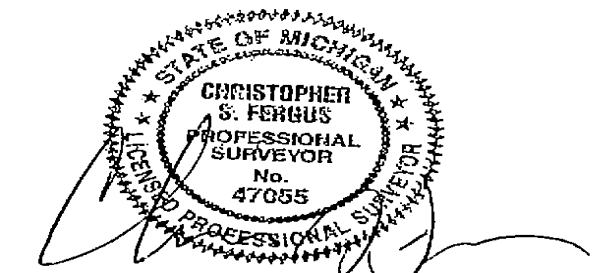
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Job Number: 01658 *PL 3*

Sheet: 2 OF 2

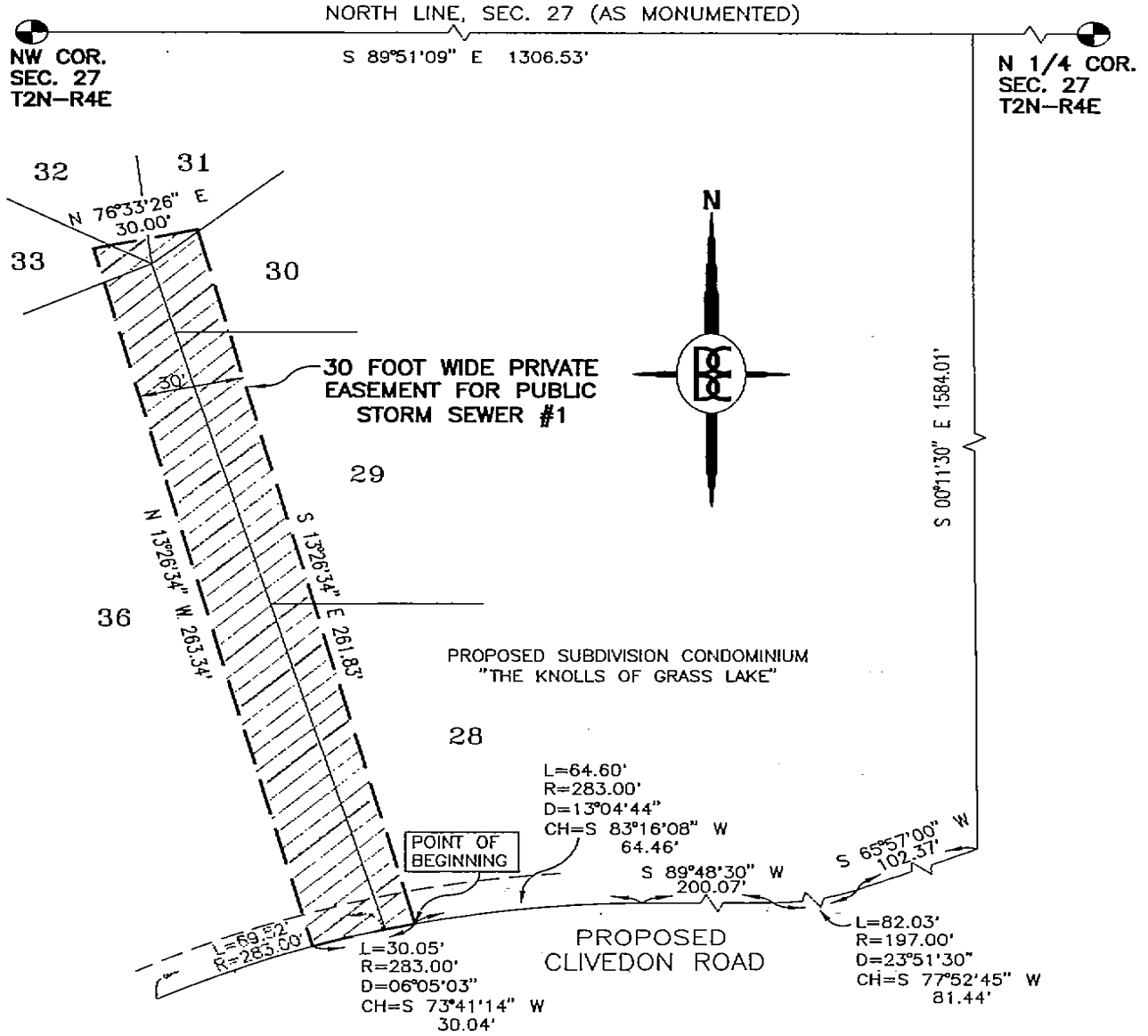
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 Phone (517) 548-4836 • Fax (517) 548-1670




CHRISTOPHER S. FERGUS, P.S.

30 FOOT WIDE PRIVATE EASEMENT FOR PUBLIC STORM SEWER #1



DESCRIPTION:
PART OF THE
NORTHWEST 1/4,
SECTION 27, T2N-R4E,
MARION TOWNSHIP,
LIVINGSTON COUNTY,
MICHIGAN



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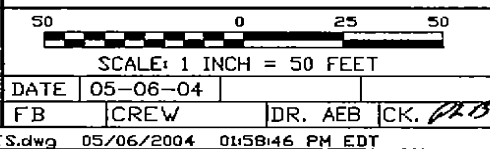


CLIENT:
THE KNOLLS AT
GRASS LAKE

JOB NO. 01658 DATE: 05-06-04

SHEET 1 OF 2 FB CREW DR. AEB CK. *PHB*

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- LEGEND
- = IRON SET
 - = IRON FOUND
 - ⊙ = MONUMENT FOUND
 - * = FENCE
 - (R) = RECORDED
 - (M) = MEASURED

DESCRIPTION OF 30 FOOT WIDE PRIVATE EASEMENT FOR PUBLIC STORM SEWER #1:

Part of the Northwest 1/4 of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of said Section 27; thence along the North Line of said Section 27, as monumented, S 89°51'09" E, 1306.53 feet; thence S 00°11'30" E, 1584.01 feet; thence S 65°57'00" W, 102.37 feet; thence Westerly on an arc right, having a length of 82.03 feet, a radius of 197.00 feet, a central angle of 23°51'30", and a long chord which bears S 77°52'45" W, 81.44 feet; thence S 89°48'30" W, 200.07 feet; thence Westerly on an arc left, having a length of 64.60 feet, a radius of 283.00 feet, a central angle of 13°04'44", and a long chord which bears S 83°16'08" W, 64.46 feet, to the POINT OF BEGINNING of the Easement to be described; thence Westerly on an arc left, having a length of 30.05 feet, a radius of 283.00 feet, a central angle of 06°05'03", and a long chord which bears S 73°41'14" W, 30.04 feet; thence N 13°26'34" W, 263.34 feet; thence N 76°33'26" E, 30.00 feet; thence S 13°26'34" E, 261.83 feet, to the POINT OF BEGINNING.

May 6, 2004

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Job Number: 01658 *AB*

Sheet: 2 OF 2

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CHRISTOPHER S. FERGUS, P.S.