

RECORDED

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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

LCDC

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**AGREEMENT FOR ADDING LANDS TO AN EXISTING COUNTY
DRAIN AND COUNTY DRAINAGE DISTRICT
FOR THE HOMETOWN VILLAGE OF MARION SITE CONDOMINIUM
PURSUANT TO SECTION 433 OF ACT NO. 40 OF
THE PUBLIC ACTS OF 1956, AS AMENDED**

THIS AGREEMENT, made and entered into this 22nd day of AUGUST, 2002, by and between BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER, 2300 East Grand River, Suite 105, Howell, Michigan, hereinafter referred to as "Drain Commissioner" on behalf of the Marion No. 5 Drain Drainage District, a Michigan Body Corporate; and Delcor Homes - Hometown Village of Marion, LTD., a Michigan Corporation, P.O. Box 308, New Hudson, Michigan 48165 as owner(s) of land described herein, hereinafter referred to as "Developer/Landowner"; and Hometown Village of Marion Association, a Michigan nonprofit corporation, with an address of P.O. Box, 308, New Hudson, Michigan 48165, hereinafter referred to as "Association".

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

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

WHEREAS, Developer/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 B.

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:

A parcel of land in the Northeast 1/4 of Section 11, T2N, R4E, Marion Township, Livingston County, Michigan; described as: Commencing at the Northeast corner of said Section 11; thence S02°53'24"E along the East line of said Section 11 a distance of 702.09 feet to the point of beginning of this description; thence S02°53'24"E continuing along said East line 1269.83 feet; thence S87°41'26"W 2525.09 feet to the North-South ¼ line of said Section 11; thence N03°29'57"W along said North-South ¼ line 1450.58 feet; thence N88°25'06"E 1589.55 feet; thence S02°53'24"E parallel with said East line 169.96 feet; thence N87°06'36"E 951.25 feet to the point of beginning; said parcel containing 79.91 acres more or less; including 2.06 acres presently in use as public right of way; said parcel subject to all easements and restrictions if any.

2. Developer/Landowner agrees to construct and/or has constructed, at its expense, the appurtenances necessary to connect lands to be added to the District in accordance with plans and specifications approved by the Drain Commissioner.
3. The Developer/Landowner agrees to pay the costs of construction of drainage facilities, including the acquisition of the necessary rights of way or easements, engineering, surveying, inspection, legal and administration costs.
4. Developer/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.
5. The Developer/Landowner and the Association hereby agrees that said added lands shall, from this date forward, be liable for the added lands portion of all special assessments hereafter duly levied for the operation and maintenance of the Drain.
6. 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.

MARION NO. 5 DRAIN
DRAINAGE DISTRICT, a Michigan Body Corporate



Brian Jonckheere
Livingston County Drain Commissioner

EXHIBIT A**Hometown Village of Marion, Drainage District**

Hometown Village at Marion
Marion Township
Livingston County, Michigan

Legal Description of Drainage District: May 05, 2000

A parcel of land in the Northeast 1/4 of Section 11, T2N, R4E, Marion Township, Livingston County, Michigan; described as: Commencing at the Northeast corner of said Section 11; thence S02°53'24"E along the East line of said Section 11 a distance of 702.09 feet to the point of beginning of this description; thence S02°53'24"E continuing along said East line 1269.83 feet; thence S87°41'26"W 2525.09 feet to the North-South 1/4 line of said Section 11; thence N03°29'57"W along said North-South 1/4 line 1450.58 feet; thence N88°25'06"E 1589.55 feet; thence S02°53'24"E parallel with said East line 169.96 feet; thence N87°06'36"E 951.25 feet to the point of beginning; said parcel containing 79.91 acres more or less; including 2.06 acres presently in use as public right of way; said parcel subject to all easements and restrictions if any.

Tax I.D. # 4710-11-200-002

See attached survey.

EXHIBIT B

I, **Michael Lee Tracy, Michigan Lic. # 40612**, a Registered Professional Engineer in the State of Michigan, do hereby certify to the following for the **Hometown Village at Marion, Drain Drainage District** in **Section 11, T2N, R4E 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 *Hometown Village at Marion Drain Drainage District*.



Michael Lee Tracy
Michigan Lic. #40612

Date: 5-9-00

