

APPENDIX M

This document is generated by the Drain Commissioner's Office. The following is for reference only and should not be generated for filing purposes.

(Sample Agreement Form Attached)

This agreement must be recorded with the Washtenaw County Register of Deeds. Therefore, it must abide by the following recording requirements:

1. Use full names. For example, do not write "John and Mary Doe". Write "John Doe and Mary Doe".
2. Signatures must be original and names must be typed, stamped or printed beneath all written signatures in black ink. MCLA 565.201(a)(e)
3. No discrepancy in the names shall exist between the printed names of such person, as appears either in the body of the instrument, the signature, the acknowledgment or jurat. MCLA 565.201(b)
4. Instruments conveying or mortgaging any interest in real estate shall state the marital status of any male grantors. MCLA 565.221
5. The addresses of all parties must appear on any instrument by which title to any interest therein is conveyed, assigned, encumbered or other wise disposed of. MCLA 565.201 (a)(f)
6. The name and address of the person who drafted the document must appear on documents executed in Michigan. MCLA 565.201(a), 565.203
7. Documents purporting to convey or encumber real estate executed in Michigan must have two (2) witnesses and an acknowledgment by a notary public. MCLA 565.8
8. A certified copy of the death certificate or proof of death must be recorded when the instrument of conveyance states "survivor" in the grantor's section. MCLA 565.48
9. The first page must have a 2 1/2" top margin. All other sides and pages must have a 1/2" minimum margin. The type size shall be no smaller than 10 point. MCLA 5858

Please note that revisions were made to this form on page 4, item 6 on August 30, 1999.

APPENDIX M

AGREEMENT TO ESTABLISH THE _____
DRAINAGE DISTRICT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between JANIS A. BOBRIN, Washtenaw County Drain Commissioner, (COMMISSIONER) acting for and on behalf of the _____ DRAINAGE DISTRICT (P.O. Box 8645, Ann Arbor, MI 48107), of the County of Washtenaw, State of Michigan, a public body corporate, hereinafter referred to as the DISTRICT, and _____, (address: _____), hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, Section 433 of Act Number 40 of the Public Acts of 1956, Michigan, as amended, The Drain Code, authorizes the Drain Commissioner to enter into an agreement with a landowner and developer, if any, to establish an existing private drain which was constructed by the landowner or developer to service an area on his, her or its own land as a County or Intercounty Drain; and

WHEREAS, JANIS A. BOBRIN, Washtenaw County Drain Commissioner, acting on behalf of the _____ DRAINAGE DISTRICT, will have under her jurisdiction the _____ DRAIN (DRAIN); and

WHEREAS, the DRAIN COMMISSIONER, through and by the DISTRICT, is in charge of operation and maintenance of the _____ DRAIN to service lands in the _____ DRAINAGE DISTRICT; and

WHEREAS, the _____ DRAIN will be a County drain located in the _____ of _____; and

WHEREAS, the DEVELOPER has provided storm drainage for the lands comprised within the _____ DRAINAGE DISTRICT, which are described in Exhibit A as attached and made a part hereof.

WHEREAS, the DEVELOPER further understands that as the freeholder and owner of the lands included in this Agreement in the _____ of _____ in which said _____ DRAIN and the lands to be drained thereby are located, that these above described lands known as the “_____” will be subject to assessments for the cost of construction, operation, inspection and maintenance of the DRAIN; and

WHEREAS, these lands being drained, thereby, and to be assessed, therefore, are in the _____ DRAINAGE DISTRICT; and

WHEREAS, the DEVELOPER, pursuant to Section 433 of the Drain Code, as amended, desires to establish his or her private drain as a County Drain; and

WHEREAS, the DEVELOPER, has agreed to assume the total cost of said improvement; and

WHEREAS, a certificate has been obtained from a registered professional engineer retained by the DEVELOPER to the effect that the existing drain is the only reasonably available outlet for the drain and that there is sufficient capacity in the existing outlet for the proposed drain to serve as an adequate outlet, without detriment to or diminution of the drainage service which the outlet presently provides.

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

1. The DISTRICT agrees to establish the _____ DRAIN as a County Drain upon the execution of this Agreement by the DISTRICT and the DEVELOPER.
2. The storm water drainage facilities of the _____ DRAIN shall be constructed under the supervision, direction and control of the DISTRICT according to plans, specifications and project designs approved by the DISTRICT and on file in the Office of the Washtenaw County Drain Commissioner.

3. The DEVELOPER agrees hereto to assume the cost of the project set forth in the above-mentioned plans, specifications and project designs. Said cost shall include:

a. Administrative Fees for the establishment of the _____ DRAIN, computed as follows:

Number of Lots	Fee
1 - 50	\$1,500.00
51 - 100	\$2,000.00
100 - 150	\$2,500.00
151 - 200	\$3,000.00
200 - 250	\$3,500.00
251 - 300	\$4,000.00
301+	\$5,000.00

- b. Actual expenses incurred by the DISTRICT for inspection of the construction of the DRAIN.
- c. A 10% construction contingency item computed as a percent of the construction cost as determined by the DISTRICT provided, should any balance remain in the contingency fund, such balance shall be refunded to the DEVELOPER upon the following terms and conditions:
- (1) A period of one (1) year shall expire after final acceptance of the project by the DISTRICT at which time the DEVELOPER shall request that he DISTRICT make a final inspection.
 - (2) The DISTRICT shall proceed with final inspection of the project, and following such inspection, the DISTRICT shall make the necessary correction of any defects on the project payable out of contingency funds. At such time as the corrections have been completed by the DISTRICT, the DEVELOPER shall file with the DISTRICT a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he or she shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment. The Contractor shall also submit a Contractor's Declaration and Affidavit. The remaining contingency balance may then be refunded to the DEVELOPER.
- d. The establishment of a permanent maintenance fund in an amount of 5% of the construction cost but not to exceed \$2500.00.

The DEVELOPER'S cost to the DISTRICT to establish the DRAIN, incidental of actual construction expenses, is hereby determined as follows:

- (1) Administrative fees \$ _____
- (2) Estimated Inspection \$ _____
10% of project cost; unused monies to be returned to the DEVELOPER. DEVELOPER may secure services of a certified professional engineer for inspection; in such cases, inspection procedures and schedule must be approved by the Office of the Washtenaw County Drain Commissioner.
- (3) Contingency 10% \$ _____
- (4) Permanent Maintenance Fund \$ _____
- Total Cost: \$ _____

- 4. The DEVELOPER shall forthwith deposit said Balance Due with the DISTRICT, to be used only for the purposes herein set forth and agreed upon.
- 5. The DEVELOPER shall provide the Washtenaw County Drain Commissioner and/or the DISTRICT with a Letter of Credit, Escrow account, or cash in the sum of 100% of the construction cost of the DRAIN, to remain in effect until final acceptance of the project by the DISTRICT.
- 6. It is agreed that the DEVELOPER shall convey to the DISTRICT the final plat or condominium documents, description of the drainage district and such easement and Rights-of-Way as may be necessary to accomplish the purposes herein set forth, and legal description of route and course of drain, and do so without charge therefore.
- 7. The DEVELOPER further agrees to provide, without charge, one (1) set of reproducible mylar "Record Drawings" of the drain as built, which shall include design calculations showing flow rates, imperviousness factors, drainage district and sub-districts and any other data needed by the DISTRICT for proper drain operation.
- 8. The DEVELOPER further agrees to provide to the DISTRICT, without charge, one (1) copy of the Master Deed Agreement, as recorded with the Washtenaw County Clerk/Registrar of Deeds for (condominium developments).
- 9. The foregoing payment of the cost of the project is agreed and understood as being for the sole benefit of the _____ DISTRICT at large or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Michigan

Drain Code of 1956, as amended, for construction, improvements and/or maintenance of the DRAIN arising by virtue of proper and legal petitions and hearings and procedures thereon.

10. It is agreed that the Drain Commissioner's maintenance of these drainage facilities shall be consistent with the Drain Commissioner's normal standards and requirements. This maintenance does not include such items as lawn cutting, litter pick-up, etc.

11. This Agreement shall become effective upon its execution by the DEVELOPER and by the DISTRICT 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 their duly authorized officers as of the day and year first above written.

DRAINAGE DISTRICT,
County of Washtenaw, State of Michigan, acting as
Its governing body, the Washtenaw County Drain
Commissioner

By: Janis A. Bobrin
Washtenaw County Drain Commissioner

By: _____
(Print Here)

Its: _____

Drafted by: Deborah L. Neaton
Office of the Drain Commissioner
P.O. Box 8645
Ann Arbor MI 48107-8645

When recorded, please return to:
Office of the Drain Commissioner
P.O. Box 8645
Ann Arbor MI 48107-8645

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF)

On this _____ day of _____ 20__ before me, a Notary Public in and for said County, appeared JANIS A. BOBRIN, Washtenaw County Drain Commissioner, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

Linda D. Oslin, Notary Public
Washtenaw County, Michigan
My Commission Expires December 20, 2005.

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF)

On this _____ day of _____ 20__ before me, a Notary Public in and for said County, appeared _____, to me personally known, who being duly sworn did say that s/he is the _____ of _____, and that said instrument was signed in behalf of said _____ by authority of its Board of Directors and the said Board acknowledged said instrument to be the free act and deed of said _____.

_____, Notary Public
County, Michigan
My Commission Expires _____.

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF)

On this _____ day of _____ 20__ before me, a Notary Public in
and for said County, appeared _____, to me
personally known to be the person described in and who executed the foregoing
instrument and acknowledged the same to be _____ free act and deed.

_____, Notary Public
_____, County, Michigan
My Commission Expires _____.

DRAINAGE DISTRICT APPLICANT INFORMATION SHEET

The following are the sole owners of the following lands:

Tax Code Number

Parcel Number

SAMPLE COPY

Located in Section _____ of _____ Township, County of Washtenaw, State of Michigan, which encompasses the lands in the proposed _____ DRAINAGE DISTRICT. Following are the names and addresses of all persons who are required to sign the final plat or master deed agreement as proprietors: