

Section VIII: Appendix

Part J.

THIS DOCUMENT IS GENERATED BY THE WATER RESOURCES 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 or printed beneath signatures. MCLA 565.201 Sec. 1(a)
3. No discrepancy shall exist between names printed in the notary acknowledgment and as printed beneath signatures. MCLA 565.201Sec. 1(b)
4. Instruments conveying or mortgaging property shall state the marital status of all male grantors/mortgagors. MCLA 565.221
5. The address of the grantees in each deed of conveyance or assignment of real estate shall contain the street number address or post office address. MCLA 565.201 Sec. 1(d)
6. The name and address of the person who drafted the document must appear on documents executed in Michigan. MCLA 565.201a, 565.203
7. Documents purporting to convey or encumber real estate executed in Michigan require an acknowledgement by a judge, clerk of a court of record or a notary public within this state. MCLA 565.8; form: LAND 565.47, MCLA 565.265; 565.267
8. A certified copy of the death certificate or proof of death must be recorded or have been recorded and referenced by Liber and Page on said document when "survivor" is indicated on the document. MCLA 565.48
9. Court orders must be certified and sealed by the clerk of the court. MCLA 565.401,; 565.411
10. The document submitted for recording must be legible. MCLA 565.201 Sec. 1(f)(iv).
11. Documents must have a margin of unprinted space at least 2 1/2 inches at the top of the first page and at least 1/2 inch on all remaining sides of each page. MCLA 565.201 Sec 1(f)(i)
12. Documents must display on the first line of print on the first page, a single statement identifying the recordable event that the instrument evidences. MCLA 565.201 Sec. 1 (f)(ii) Sec. 3
13. The type on the form must be printed with black ink; type size at least 10-point type. MCLA 565.201 Sec. 1 (f) (iii)(iv)
14. The paper on which the document is printed must be white and not less than 20-pound weight. MCLA 565.201 Sec. 1 (f)(iv)
15. The size of the document and any attachment thereto must be at least 8 1/2 inches by 11 inches; at most 8 1/2 inches by 14 inches. MCLA 565.201 Sec. 1 (f) (v)(vi)

NUMBER OF LOTS	FEE
1-50	\$1,500
51-100	\$2,000
101-150	\$2,500
151-200	\$3,000
201-250	\$3,500
251-300	\$4,000
301+	\$5,000

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AGREEMENT TO ESTABLISH THE PROJECT_NAME DRAIN DRAINAGE DISTRICT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between EVAN N. PRATT, Washtenaw County Water Resources Commissioner, (COMMISSIONER) acting for and on behalf of the PROJECT_NAME DRAIN DRAINAGE DISTRICT (P.O. Box 8645, Ann Arbor, MI 48107), of the County of Washtenaw, State of Michigan, a municipal corporation, hereinafter referred to as the DISTRICT, and OWNER_DEVELOPER, (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 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, or her own land as a County or Intercounty Drain; and

WHEREAS, COMMISSIONER, acting on behalf of the PROJECT_NAME DRAIN DRAINAGE DISTRICT, will have under his jurisdiction the PROJECT_NAME DRAIN (DRAIN); and

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

WHEREAS, the PROJECT_NAME DRAIN will be a County Drain located in TOWNSHIP_SECTION; and

WHEREAS, the DEVELOPER has provided storm drainage for the lands comprised within the PROJECT_NAME DRAIN DRAINAGE DISTRICT, 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 TOWNSHIP of TOWNSHIP_SECTION in which said PROJECT_NAME DRAIN and the lands to be drained thereby are located, that these lands as described in Exhibit A known as the PROJECT_NAME DRAIN DRAINAGE DISTRICT 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 PROJECT_NAME DRAIN 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

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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 that 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 PROJECT_NAME DRAIN as a County Drain upon the execution of this Agreement by the DISTRICT and the DEVELOPER.
2. The stormwater drainage facilities of the PROJECT_NAME 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 Water Resources 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 PROJECT_NAME DRAIN
 - b. Actual expenses incurred by the DISTRICT for inspection and construction of the DRAIN.
 - c. A construction contingency item computed as ten percent (10%) 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:
 - i. 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 the DISTRICT make a final inspection.
 - ii. 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.
 - iii. At such time as the corrections have been completed by the DISTRICT, the DISTRICT shall issue a final acceptance of the project, and, 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.

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- d. The establishment of a permanent maintenance fund in an amount of 5% of the construction cost but not to exceed \$2,500.00.

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

- i. Administrative fees \$ _____
- ii. Estimated Inspection \$ _____
10% of project cost; unused monies to be returned to the DEVELOPER upon final acceptance of the project. 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 Water Resources Commissioner.
- iii. Contingency \$ _____
10% of project cost.
- iv. 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 COMMISSIONER and/or the DISTRICT with a Letter of Credit, or cash in the sum of 100% of the construction cost of the DRAIN, to remain in effect until construction 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 (referenced to a Public Land Survey System (PLSS) corner) 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 (D-size; 24"x 36") and one (1) portable document format (pdf) "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.

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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/Register of Deeds for condominium developments.
9. The DEVELOPER further agrees to provide to the DISTRICT, without charge, one (1) copy of a video assessment of the as-built stormwater pipe network using a conditional assessment program as approved by the WCWRC prior to final acceptance of the project by the DISTRICT.
10. The foregoing payment of the cost of the project is agreed and understood as being for the sole benefit of the PROJECT_NAME 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 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.
11. It is agreed that the maintenance of these drainage facilities shall be consistent with the COMMISSIONER'S normal standards and requirements. This maintenance does not include such items as lawn cutting, litter pick-up, etc.
12. 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.

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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.

PROJECT_NAME DRAIN DRAINAGE DISTRICT,
County of Washtenaw, State of Michigan, acting as Its governing body, the Washtenaw County
Water Resources Commissioner

By: Evan N. Pratt
Washtenaw County Water Resources Commissioner

OWNER_DEVELOPER

By: _____
(Print Here)

Its: _____

Drafted by: Deborah L. Shad
Office of the Water Resources Commissioner
P.O. Box 8645
Ann Arbor MI 48107-8645

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

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ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

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 signatory.

_____, Notary Public

_____ County, Michigan

Acting in: _____

My Commission Expires _____.

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ATTACHMENT A.

DRAINAGE DISTRICT APPLICANT INFORMATION SHEET

The following are the sole owners of the following lands:

Tax Code Number/Parcel Number

Located in Section TOWNSHIP_SECTION, County of Washtenaw, State of Michigan which encompasses the lands in the proposed PROJECT_NAME DRAIN 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:

OWNER_DEVELOPER
Address