

APPENDIX C: 433-Agreements

- C.1** 433-Agreement to Establish a New Drain
- C.2** 433-Agreement to Add Branches and Lands to Existing Drainage District
- C.3** Engineer's Certification for Adequate Outlet
- C.4** Example of Route and Course Exhibit

**AGREEMENT FOR THE ESTABLISHMENT OF A COUNTY DRAIN AND
DRAIN DRAINAGE DISTRICT
PURSUANT TO SECTION 433 OF ACT NO. 40 OF
THE PUBLIC ACTS OF 1956, AS AMENDED**

THIS AGREEMENT, made and entered into this _____ day of _____ 20__, by and between Kenneth Yonker, KENT COUNTY DRAIN COMMISSIONER, 1500 Scribner, NW, Grand Rapids, Michigan, hereinafter referred to as "Drain Commissioner" on behalf of the proposed _____ Drain Drainage District; and _____, (corporation/entity type), whose address is _____ hereinafter referred to as "Landowner".

WHEREAS, Sections 425 and 433 of Act No. 40 of the Public Acts of 1956, as amended, authorize the Drain Commissioner to enter into an Agreement with the Landowner and developer 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 is the owner of certain real property legally described in Exhibit A attached hereto ("Property"); and

WHEREAS, Landowner, pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended, wishes to provide drainage service to its own lands and has requested same to be established and dedicated as a County Drain under the jurisdiction of the Drain Commissioner (the "Drain"); and

WHEREAS, Landowner, pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended, wishes to provide drainage service to its own lands and has requested same to be established and dedicated as a part of the ----- Drain under the jurisdiction of the Kent County Drain Commissioner; and

WHEREAS, Landowner has been advised and understands and agrees to assume the total cost of the construction of the drain to include engineering, inspection, easement acquisition, legal and administrative expenses and costs related or associated with this Agreement; and

WHEREAS, Landowner understands that the Drain constructed, or to be constructed, pursuant to this Agreement, when finally accepted by the Drain Commissioner, will be known as the ----- Drain and that the lands owned by

Landowner described in Exhibit B will be included in the ----- Drain Drainage District; and

WHEREAS, Landowner further understands that as the owner of the lands included in this Agreement in the Township of _____ in which said Drain and the lands to be drained thereby are located, that these above described lands will hereafter be subject to assessments for the cost of construction, operation, inspection and maintenance of the Drain, as extended; and

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

WHEREAS, Landowner has obtained, at Landowner's own expense, a certificate from a registered professional engineer satisfactory to the Drain Commissioner to the effect that the existing drain is the only reasonably available outlet for the drainage from the lands to be added 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. A copy of said certificate is attached hereto as Exhibit D.

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

1. The Drain Commissioner agrees to establish the Drain as a county drain, subject to the provisions of this Agreement. The route and course of the Drain is legally described in Exhibit C. The Drainage District shall be established, subject to the provisions of this Agreement, and composed of the lands legally described in Exhibit A.
2. Landowner agrees that construction of the drainage facilities shall comply with the standards and specifications of the Kent County Drain Commissioner's Office and in compliance with all generally accepted construction methods.
3. Landowner agrees hereto to assume all costs of the project set forth in the above-mentioned plans, specifications and project designs. Said cost shall include the establishment of a permanent maintenance fund in an amount of 5% of the construction cost but not to exceed \$2,500.00. Said payment shall not relieve the subject property from any future assessments levied pursuant to the Drain Code of 1956, as amended.
4. The Landowner shall deposit said Balance Due with the Drainage District, to be used only for the purposes herein set forth and agreed upon.
5. It is agreed that the Landowner shall convey to the Drainage District a map and description of the Drainage District and such easement or rights-of-way

as may be necessary to accomplish the purposes herein set forth and do so without charge therefor.

6. The Landowner 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, easements and rights-of way locations, and any other data needed by the Drainage District for proper drain operation.
7. Landowner agrees that said lands owned by Landowner described in Exhibit B shall hereafter be liable for assessments levied for all costs incurred by the Drainage District, including for the operation, maintenance and improvement of the Drain, as provided in the Drain Code of 1956, as amended.
8. Landowner agrees to indemnify and hold harmless the Drain Commissioner 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 laws, standards, specifications and the administrative and judicial interpretation thereof.
9. This Agreement shall become effective upon its execution by the Landowner and by the Drainage 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.

----- **DRAIN DRAINAGE DISTRICT**

Kenneth Yonker
Kent County Drain Commissioner

ENTITY NAME

By:
Its:

**AGREEMENT FOR THE EXTENSION OF THE -----
DRAIN AND ----- DRAIN DRAINAGE DISTRICT
PURSUANT TO SECTION 433 OF ACT NO. 40 OF THE
PUBLIC ACTS OF 1956, AS AMENDED**

THIS AGREEMENT, made and entered into this _____ day of _____ 20__, by and between Kenneth Yonker, KENT COUNTY DRAIN COMMISSIONER, 1500 Scribner, NW, Grand Rapids, Michigan, hereinafter referred to as "Drain Commissioner" on behalf of the _____ Drain Drainage District; and _____, (corporation/entity, type), whose address is _____ hereinafter referred to as "Landowner".

WHEREAS, the ----- Drain is an established county drain under the jurisdiction of the Kent County Drain Commissioner pursuant to Act No. 40 of the Public Acts of 1956, as amended; and

WHEREAS, the Landowner's plan for a residential plat calls for the construction to enlarge the district of the ----- COUNTY DRAIN, and

WHEREAS, Section 433 of Act Number 40 of the Public Acts of 1956, as amended, authorizes the Drain Commissioner to enter into an Agreement with Landowner to extend the ----- Drain, with said extension constructed by the Landowner to service an area on lands owned by Landowner as a county Drain; and

WHEREAS, Landowner, pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended, wishes to provide drainage service to its own lands and has requested same to be established and dedicated as a part of the ----- Drain under the jurisdiction of the Kent County Drain Commissioner; and

WHEREAS, Landowner has been advised and understands and agrees to assume the total cost of the construction of the drain extension to include engineering, inspection, easement acquisition, legal and administrative expenses and costs related or associated with this Agreement; and

WHEREAS, Landowner understands that the Drain constructed, or to be constructed, pursuant to this Agreement, when finally accepted by the Drain Commissioner, will be known as the ----- Drain (See Exhibit A for route and course description of entire Drain as extended) and that the lands owned by Landowner described in Exhibit B will be included in the ----- Drain Drainage District (See Exhibit C for description on drainage districts as extended); and

WHEREAS, Landowner further understands that as the owner of the lands included in this Agreement in the Township of in which said Drain and the lands to be drained thereby are located, that these above described lands will hereafter be subject to assessments for the cost of construction, operation, inspection and maintenance of the Drain, as extended; and

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

WHEREAS, Landowner has obtained, at Landowner's own expense, a certificate from a registered professional engineer satisfactory to the Drain Commissioner to the effect that the existing drain is the only reasonably available outlet for the drainage from the lands to be added 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. A copy of said certificate is attached hereto as Exhibit D.

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

1. The Drain Commissioner agrees to establish the drainage system as described in Exhibit A as extension of the ----- Drain, subject to the provisions of this Agreement, upon the completion of the construction and inspection of the Drain. The route and course of the entire Drain is legally described in Exhibit A. The ----- Drain Drainage District shall be established and composed of the lands legally described in Exhibit C.
2. Landowner agrees that construction of the drainage facilities shall comply with the standards and specifications of the Kent County Drain Commissioner's Office and in compliance with all generally accepted construction methods.
3. Landowner agrees hereto to assume all costs of the project set forth in the above-mentioned plans, specifications and project designs. Said cost shall include The establishment of a permanent maintenance fund in an amount of 5% of the construction cost but not to exceed \$2,500.00. Said payment shall not relieve the subject property from any future assessments levied pursuant to the Drain Code of 1956, as amended.
4. The Landowner shall deposit said Balance Due with the Drainage District, to be used only for the purposes herein set forth and agreed upon.
7. It is agreed that the Landowner shall convey to the Drainage District a map and description of the Drainage District and such easement or rights-of-way as may be necessary to accomplish the purposes herein set forth and do so

without charge therefor.

8. The Landowner 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, easements and rights-of way locations, and any other data needed by the Drainage District for proper drain operation.
10. Landowner agrees that said lands owned by Landowner described in Exhibit B shall hereafter be liable for assessments levied for all costs incurred by the Drainage District, including for the operation, maintenance and improvement of the Drain, as provided in the Drain Code of 1956, as amended.
11. Landowner agrees to indemnify and hold harmless the Drain Commissioner 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 laws, standards, specifications and the administrative and judicial interpretation thereof.
12. This Agreement shall become effective upon its execution by the Landowner and by the Drainage 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.

----- **DRAIN DRAINAGE DISTRICT**

Kenneth Yonker
Kent County Drain Commissioner

ENTITY NAME

By:
Its:

Date

Mr. Kenneth Yonker
Kent County Drain Commissioner
1500 Scribner, NW
Grand Rapids, MI 49504

RE: *Plat Name*

"I, _____, a Licensed Professional Engineer in the State of _____,
certify that:

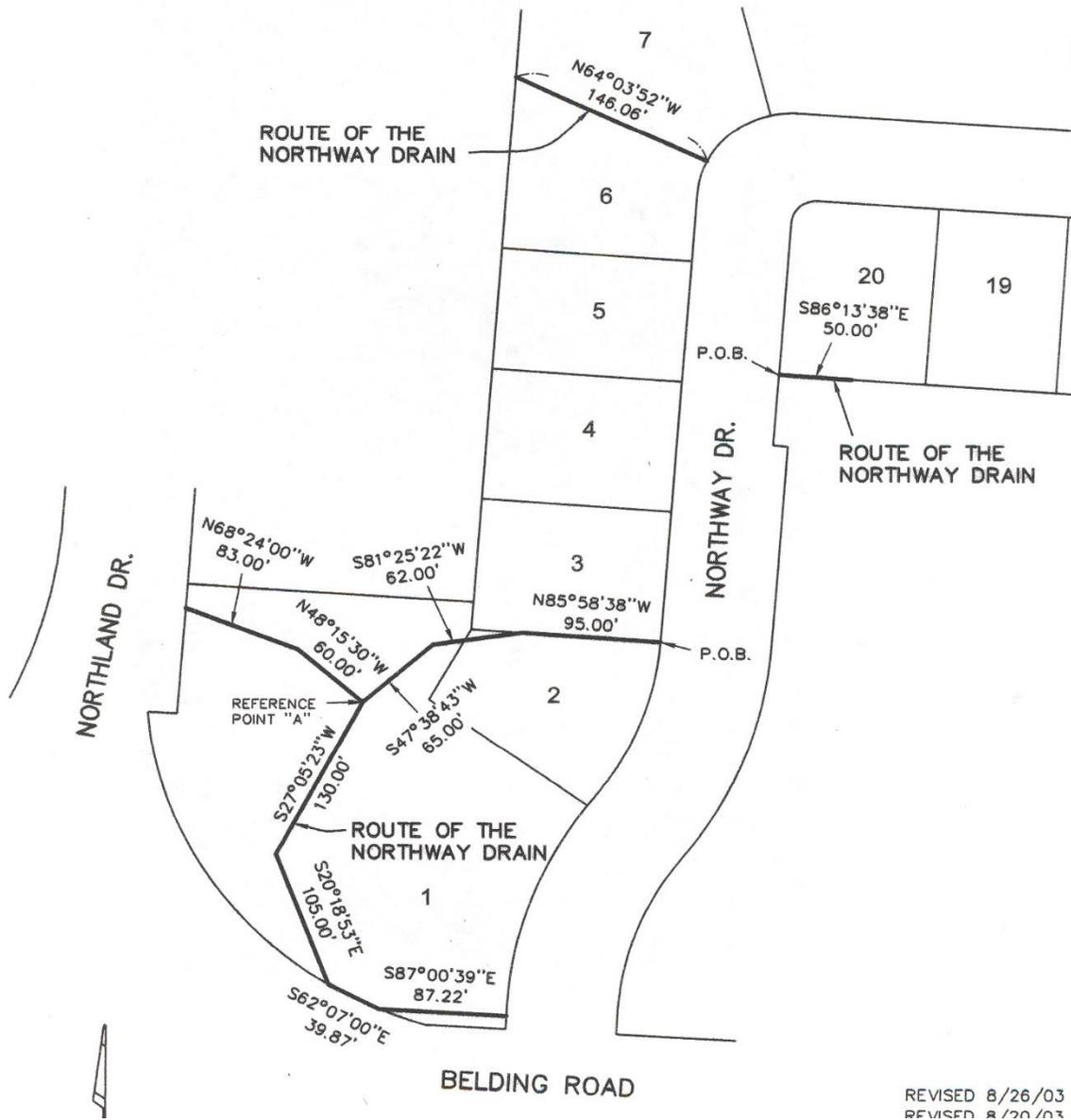
1. The lands to be developed naturally drain into the area served by the existing drain, or that the existing drain is the only reasonably available outlet for the drainage from the lands to be developed.
2. There is adequate capacity in the existing drain to service lands to be developed without detriment or diminution of drainage service provided or to be provided in the foreseeable future to the area in the proposed district.

Joe Smith, P.E.
Registration No. XXXXX

EXHIBIT "A"

Description of the Route of the Northway Drain:

Part of Lots 1, 2, 3, 6, 7, and 20, Northway Estates, part of the SE 1/4, Section 12, T8N, R11W, Plainfield Township, Kent County, Michigan, described as: BEGINNING at the NE corner of said Lot 2; thence N85°58'38"W 95.00 feet along the North line of said Lot 2; thence S81°25'22"W 62.00 feet; thence S47°38'43"W 65.00 feet to Reference Point "A"; thence S27°05'23"W 130.00 feet; thence S20°18'53"E 105.00 feet; thence S62°07'00"E 39.87 feet; thence S87°00'39"E 87.22 feet to the East line of Northway Drive and the place of ending of the route of the Northway Drain. Also, re-commencing at Reference Point "A"; thence N48°15'30"W 60.00 feet; thence N68°24'00"W 83.00 feet to the East line of Northland Drive and the place of ending of the route of the Northway Drain. Also, BEGINNING at the SW corner of said Lot 20; thence S86°13'38"E 50.00 feet along the South line of said Lot 20 to the place of ending of the route of the Northway Drain. Also, BEGINNING at the NE corner of said Lot 6, thence N64°03'52"W 146.06 feet to the NW corner of said Lot 6 and the place of ending of the route of the Northway Drain.



GRANT OF EASEMENT

IN CONSIDERATION OF LESS THAN ONE HUNDRED DOLLARS (\$100.00),
_____ and _____ the Grantor(s), whose address is
_____, conveys and releases to
_____, whose address is Earl G. Woodworth Building, 1500 Scribner, NW,
Grand Rapids, MI 49504 (the "District"), a irrevocable easement and right-of-way for drainage
and/or drainage and floodway in which to construct, operate, maintain, repair, replace, and/or
remove drains, sewers, storm drainage facilities, overland floodway or any combination
thereof, over, across, under and through the following parcel of land situated in the
_____ of _____, Kent County, Michigan, with a street address of
_____, and legally described as follows:

LEGAL DESCRIPTION OF PARENT PARCEL

the easement and right-of-way to be located as follows:

LEGAL DESCRIPTION OF EASEMENT AND RIGHT-OF-WAY

The conditions of this easement are such that:

The District's rights and obligations are limited to the maintenance, repair, and replacement of the drainage facilities, in accordance with the provisions of the Drain Code. The cost of which may be assessed to the benefiting properties as shown on Exhibit MAP OF THE DRAINAGE DISTRICT.

No buildings, fences, shrubs, decorative landscaping or construction of any kind or nature shall be placed upon the easement and right-of-way without the prior written consent of the District.

The District, at its expense, shall have the right to remove or demolish any existing buildings, structures or fences on the parcel described above required by the reasonable exercise of the foregoing powers. By this conveyance the Grantor releases the District from any and all claims for damage arising from or incidental to the exercise of any of the foregoing powers, except that if the District shall disturb the parcel described above in the exercise of its foregoing powers, then the District shall restore the parcel with topsoil and seed. Fences,

DRAINAGE AND DETENTION BASIN EASEMENT

NAME OF DRAIN

THIS INDENTURE, entered into this ____ day of _____, 20__ by *DEVELOPER*, a Michigan Corporation, (hereafter referred to as the "Grantor"), and the *NAME OF DRAIN* Drainage District, a public body corporate, 1500 Scribner NW, Grand Rapids, MI 49504 (hereafter referred to as the "District")

WITNESSETH:

WHEREAS, the Grantor is developing certain property located in the *CITYorTWP*, County of Kent, to be known as *NAME OF DRAIN*, and

WHEREAS, the Grantor, in order to develop said property in the manner it desires, finds it necessary to construct a stormwater detention basin for the benefit of the property and to give the District certain easement rights therein.

NOW THEREFORE, in consideration of the respective covenants contained herein, the parties agree as follows:

1. In consideration of less than one hundred dollars (\$100.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant, and convey to the District, an easement for stormwater detention over, across and within the following described land in the *CITY or TWP*, County of Kent, State of Michigan, described as follows:

LEGAL DESCRIPTION of STORM WATER DETENTION EASEMENT

2. The Grantor agrees for itself, it's heirs, administrators, successors, and assigns, that it shall be the property owner's responsibility to maintain the easement area grounds including the removal of debris in such a manner that the proper functioning of the detention basin is not interfered with, and that the property owner will not make any changes in size, shape, capacity, rate of flow, rate of outflow, or changes in any other characteristics of the detention pond without the prior written approval of the District, which approval can only be given by the way of amendment to this instrument, properly recorded. ***Also, that no buildings, construction, fences, shrubs or decorative landscaping of any kind or nature shall be placed within the easement and right-of-way described above.***

3. The Drainage district shall be responsible for the maintenance and control of the hydraulic functioning of the detention basin pursuant to MPA 40, DRAIN CODE OF 1956, as amended, or successor statute. Cost for maintenance by the NAME OF DRAIN DRAINAGE DISTRICT may be charged against the property owners within the plat pursuant to MPA 40, DRAIN CODE OF 1956, as amended, or its successor statute. The property owner on whose parcel the easement rests is responsible for the turf maintenance.

4. The Grantor, it's heirs, administrators, successors, and assigns, shall save and hold the District, it's officers, employees, and agents harmless and indemnify the District against any claim or suit which seeks damages for an injury, death, or damage resulting from the construction, operation and existence of the detention pond.

5. The District agrees to maintain the detention basin outlet in accordance with the provisions under MPA 40, Drain Code of 1956, as amended. It is further understood that a provision of these statutes allow the District to specially assess the property owners in the plat if it so chooses.

6. In the event the basin grounds are not properly maintained, or changes are made to the easement area pursuant to paragraph 2 above, which impair the function of the detention basin or drainage easement, the District may order the property owner(s), upon whose property the changes are located, or improper maintenance has occurred, to make the necessary repairs or maintenance immediately. If such ordered repairs or maintenance are not completed within five (5) days, the District shall perform such maintenance or have such repairs made at the property owner's expense. All costs incurred by the District shall be billed to the property owner(s) and shall become a lien against the property(ies) in accordance with MPA 40, Drain Code of 1956, as amended.

Dated this ___ day of _____, 20__.

GRANTORS:

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____ and _____.

My Commission expires _____
Notary Public _____ County, MI

Drafted by:

RESTRICTIONS PURSUANT TO THE REQUIREMENTS
OF THE KENT COUNTY DRAIN COMMISSION

- I. In accordance with Section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts 1956, as amended) a special assessment drainage district has been created to provide for the maintenance of the _____ county drain. The Drainage District consists of all lots within the plat. At some time in the future, the lots within the drainage district will be subject to a special assessment for the improvement or maintenance of the _____ county drain. The drainage district boundary is shown on **Exhibit "A"** attached hereto.
- II. Private Easements for the _____ county drain have been granted to the Drainage District. The rights and obligations of said easements are recorded with the Kent County Register of Deeds office.
- III. Critical drainage and overland floodway swales have been constructed through the rear yards of Lots ____ through _____. The floodways have been designed to carry storm water runoff overland in an emergency situation where the storm sewer system fails or has exceeded its capacity. Critical elevations have been established with the floodways. Minimum building opening elevations have been placed a foot above these critical floodway elevations. Any alteration of the grade could cause a potential flooding hazard to the home. **The elevations established in the design of these emergency overland drainage and floodway swales must be preserved.** Any alteration of the grade shall be restored to its original condition and design elevations. The direction of surface water drainage and critical floodway elevations are shown on the grading plan, **Exhibit "B"** attached hereto.
- IV. Some of the lots in the subdivision are subject to private easements for drainage. Private easements for drainage are for the benefit of upland lots within the subdivision and any improper construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Private easements for drainage are for the continuous passage of surface drainage and each lot owner will be responsible for maintaining the surface drainage system across his property. No construction is permitted within a private easement for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with surface drainage. Further, during the final lot grading and landscaping the owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs does not interfere with the surface drainage.
- V. The direction of flow for the surface drainage for all lots is shown on the grading plan and block grading plan, **Exhibit "B"** attached hereto. A more detailed grading plan is available at the Drain Commissioner's Office at 1500 Scribner, Grand Rapids, MI 49504. It is the lot owner's responsibility to ensure that the final grading of the lot is in accordance with the grading plan. No changes will be made in the grading of any lot areas used for drainage which would later affect surface runoff drainage patterns without the prior written consent of the Drain Commissioner for all portions of the drainage system.

- VI. Water from such sources as eave troughs and footing drains shall be directed to stormwater laterals if provided for the lots. Water from footing drains shall be discharged to the lateral via a sump pump with check valve system. No footing drains shall be directly connected by gravity to a storm sewer. If no lateral is provided, the lot owner shall discharge said water in such a manner as to not impact neighboring land or public streets. Floor drains, laundry facilities or other similar features shall not be connected to a footing drain or sump pump system discharging to stormwater laterals and the storm sewer system. Laundry facilities and sewage lift pumps must discharge into the sanitary sewage disposal system.
- VII. Each individual lot owner will be responsible for the erosion control measures necessary on their lot to keep loose soil from their construction activities out of the street, catch basins, and off of adjacent property. If any sedimentation in the street, catch basins, or adjacent lots results from construction for a particular site, it is the responsibility of that lot owner to have this cleaned up. This applies to ALL lot owners.
- VIII. FENCES, SHRUBS AND FILLING WITHIN EASEMENTS ARE SUBJECT TO THE FOLLOWING RESTRICTIONS WHEN LOCATED ON THE FOLLOWING EASEMENTS:

Easements Labeled as “Floodway” and/or “Detention”

- NO filling, blocking, fencing, storage buildings or above surface vegetation planting is to be undertaken within a floodway/ detention easement.

Easements Labeled as “Drainage”

- Site screen fences are NOT allowed unless prior written approval is given by the Kent County Drain Commission and they are installed above the top of the bank or the edge of the easement, whichever is higher.
- Chain link fences will be allowed if it is determined that the chain link fence will not obstruct or divert the flow of water.
- If the fences are removed for drain access or maintenance, they are to be replaced by the owner of the fence at the owner’s expense.
- NO shrubs or trees are to be placed below the top of the bank or the edge of the easement.
- NO filling, blocking, or storage buildings are allowed within any drainage easement used for overland flow.

Easements Labeled as “Storm Sewer”

- Fences and pavement are allowed over easements designated for underground utilities, if drainage is not identified with easement.
- If the fences or pavement must be removed for the purpose of construction or maintenance of these utilities, the Kent County Drain Commission or its contractor will remove them. However, the fence or pavement must be replaced by the owner at the owner’s expense.
- NO shrubs or trees are to be placed below the top of the bank or the edge of the easement. Roots can penetrate the storm sewer and cause blockage. Trees also obstruct maintenance access.

All Easements for drainage:

- No dumping of grass clippings, leaves, brush or other refuse is allowed within a drainage easement. These items obstruct drainage, restrict flow and plug culverts. This can lead to higher maintenance costs and cause flooding situations.

IX. Minimum building opening elevations for the following lots are:

LOT NUMBER

MINIMUM OPENING ELEVATION

To eliminate the potential of structural damage due to flooding and back yard surface drainage the lot owner shall keep the lowest door or window sill above the minimum opening elevations listed above. The elevations are based on N.G.V. Datum, and bench mark described as follows:

BENCH MARK (number) ELEVATION (number)

(description)

X. Each lot owner waives his claim against the Kent County Drain Commissioner, his employees and agents, the (*local unit of government*), and the Plattor from any and all claims, damage and obligation arising from the existence or operation of the drainage system.

OFFICE OF THE DRAIN COMMISSIONER

Ken Yonker, Drain Commissioner
1500 Scribner NW, Grand Rapids, Michigan 49504-3233
Telephone: (616) 632-7910 Fax: (616) 632-7915



APPLICATION AND PERMIT

Project Name: _____

Permit No. _____
(Office use only)

APPLICANT INFORMATION:

Contact Name: _____

Email Address: _____

Agency Name: _____

Phone No. Home: _____

Address: _____

Phone No. Work: _____

City: _____

State: _____ Zip: _____

CONTRACTOR INFORMATION:

Name: _____

Phone No. Work: _____

Agency Name: _____

Email Address: _____

Address: _____

City: _____

State: _____ Zip: _____

ENGINEER INFORMATION:

Name: _____

Phone No. Work: _____

Agency Name: _____

Email Address: _____

Address: _____

City: _____

State: _____ Zip: _____

LOCATION:

Drain Name: _____

City/Township: _____

Section ____, T__N, R__W

Property Address: _____

Parcel #: _____

Is there an access road to the project? Yes ___ No ___

If yes, type of road: Private ___ Public ___ Gravel ___ Paved ___

Name of closest road intersections: _____

Is there a house/building or address visible from the road? (If so describe)

OFFICE OF THE DRAIN COMMISSIONER

Ken Yonker, Drain Commissioner
1500 Scribner NW, Grand Rapids, Michigan 49504-3233
Telephone: (616) 632-7910 Fax: (616) 632-7915



Describe the best and nearest visible landmark to the project site:

PROJECT DESCRIPTION:

Provide a general description of the project (attach extra sheets if necessary) _____

PROJECT CONDITIONS:

1. A **PERMIT FEE** in the amount of \$50.00 must accompany the application. This fee does not guarantee a permit. Make checks payable to KENT COUNTY DRAIN COMMISSION.
2. The crossing/connection/relocation shall be constructed at the location, elevation, and manner shown on the drawing attached hereto, which is, hereby, made a part of this agreement.
3. All work done in connection with said construction shall be done in a good and workmanlike manner, and said drain shall be left in a good condition. Upon the completion of said construction, the contour shall be, as near as possible, the same as that which existed prior to the start of construction.
4. Care shall be exercised such that the drain shall be maintained and left unobstructed during construction so as to prevent the backing up of water which would cause flooding of adjacent land.
5. In the event that work on the Drain causes damage to or an increase in the costs of maintenance or improvement of said Drain in any way, the applicant agrees to pay for all costs associated with the additional costs for maintenance, repair, and improvement of the Drain. Any unpaid costs associated with maintenance, repair, and improvement will act as a lien on the Property.
6. The applicant agrees that within 30 days after completion of the work described herein, the applicant will deliver to the Drain Commissioner a certificate stating that the work has been performed in accordance with the terms thereof.
7. The applicant agrees to notify the Drain Commissioner when the work described herein will commence so an inspector may be present, if necessary.
8. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, Public Act of 1994, or the need to acquire applicable MDEQ permits.

I certify, as applicant, I am the legal owner of the property for which this permit will serve/or I am the owner's authorized agent or I am the agency responsible for the proposed connection/crossing/ construction within the County Drain.

Signature: _____ Date: _____

(Office use only below this line)

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved as noted
<input type="checkbox"/> Revise and Resubmit	<input type="checkbox"/> Not Approved

Comments: _____

Signature: _____ Date: _____