

1998 MAR 13 PM 4:04

Carrie Carter
REGISTER OF DEEDS

DRAINAGE EASEMENT

THIS EASEMENT is made this 20th day of January, 1998, by and between FENNER GLEN, INC., a Michigan corporation, with an office located at 493 W. Norton Ave, Suite #3, Muskegon, Michigan 49444 ("Grantor") and FENNER GLEN PROPERTY MANAGEMENT ASSOCIATION, INC., a Michigan corporation, with an office located at 493 W. Norton, Muskegon, Michigan 49444 ("Grantee") with reference to the following facts:

Background

A. Grantor owns certain real property located in the Township of Laketon, County of Muskegon, State of Michigan, specifically described on Exhibit A ("Burdened Property"). The Burdened Property is improved with a detention pond located at the west end of the Burdened Property and depicted on the site plan attached as Exhibit B ("Detention Pond"). The Burdened Property is being developed as a residential site condominium project ("Development") which requires drainage.

B. Grantor is in the process of installing a storm sewer system ("Storm Sewer System") by which ground water will be drained from the Burdened Property into the Detention Pond for the benefit of Grantee.

C. In consideration for installing the Storm Sewer System, Grantee has agreed to maintain the Storm Sewer System, the Detention Pond, and the drainage of ground water from the Burdened Property into the Detention Pond, and Grantor is willing to grant to Grantee an easement for such maintenance.

THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, IT IS AGREED AS FOLLOWS:

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1. **Grant of Easement.** Grantor grants to Grantee, its successors, and assigns, a perpetual easement over, under, and across the Burdened Property including the Detention Pond, for the express purpose of maintaining the Storm Sewer System, the Detention Pond, and the drainage of ground water from the Burdened Property into the Detention Pond ("Easement"). The legal description of the Easement is attached as Exhibit C.
2. **Use of Easement.** The Easement will be used only for the express purpose of maintaining the Storm Sewer System, the Detention Pond, and the drainage of ground water from the Burdened Property into the Detention Pond and for no other purpose.
3. **Agreement to Maintain.** Upon completion of construction of the Storm Sewer System, Grantee agrees to assume full responsibility to maintain the Storm Sewer System, the Detention Pond, and the drainage of ground water from the Burdened Property into the Detention Pond. Grantee agrees to maintain the Storm Sewer System consistent with industry standards and shall do all things necessary to properly operate the Storm Sewer System, including the replacement and/or repair of its components in a careful and prudent manner and at Grantee's sole expense. Grantee agrees to maintain the Detention Pond consistent with industry standards and shall do all things necessary to properly operate the Detention Pond. If erosion control should, at any time, be necessary in conjunction with Grantee's use of the Easement, such control will be implemented by Grantee at Grantee's sole expense.
4. **Failure to Maintain.** In the event Grantee fails to properly maintain the Storm Sewer System and/or the Detention Pond, Grantor, the Township of Laketon, or the Muskegon County Drain Commissioner shall provide written notice that maintenance is required and provide not less than thirty days to commence the necessary maintenance, replacements and/or repairs. The notice shall specify the maintenance, replacements and/or repairs which are necessary and provide a reasonable period during which the repairs must be completed. In the event Grantee fails to either commence the maintenance, replacements and/or repairs within thirty days and/or complete the maintenance, replacements, and/or repairs with the period set forth in the notice, then Grantor, the Township of Laketon, or the Muskegon County Drain Commissioner shall be permitted to do the necessary maintenance, replacements and/or repairs, and the Grantee shall reimburse the party who makes the maintenance, replacements and/or repairs with a cash payment within ten days of invoice which specifies all costs incurred in making the maintenance, replacements and/or repairs. In the event the Grantee fails to make the payment, the cost of maintenance, replacements and/or repairs may be assessed against the Burdened Property in equal proportion to the number of units developed or available for development.
5. **Assignment.** Neither this Agreement, nor any portion of it, may be assigned by Grantee without the express written approval of Grantor and the Muskegon County Drain Commissioner.

6. **Binding Effect.** This Easement is binding on the parties and their respective heirs, successors, and assigns and shall be appurtenant to and run with both the Burdened Property.

IN WITNESS WHEREOF, the undersigned has executed this Easement as of this 20th day of January, 1998.

GRANTOR -

Witnesses:

Barbara H. Brown
Barbara H. Brown

Judy E. Yonker
Judy E. Yonker

FENNER GLEN, INC., a Michigan Corporation

By Christopher L. Kelly
Christopher L. Kelly, President

STATE OF MICHIGAN)
)ss.
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me on January 20, 1998, by Christopher L. Kelly, President of FENNER GLEN, INC.

Judy E. Yonker
Judy E. Yonker, Notary Public
Muskegon County, MI
My Commission Expires: 05/26/01

GRANTEE -

FENNER GLEN PROPERTY
MANAGEMENT ASSOCIATION, INC.,
a Michigan corporation

By James S. Tyler
James S. Tyler, President

Barbara H. Brown
Barbara H. Brown

Judy E. Yonker
Judy E. Yonker

STATE OF MICHIGAN)
)ss.
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me on January 20 ,
1998, by James S. Tyler, President of FENNER GLEN PROPERTY MANAGEMENT
ASSOCIATION, INC., a Michigan corporation, on behalf of the Corporation.

Judy E. Yonker
Judy E. Yonker, Notary Public
Muskegon County, MI
My Commission Expires: 05/26/01

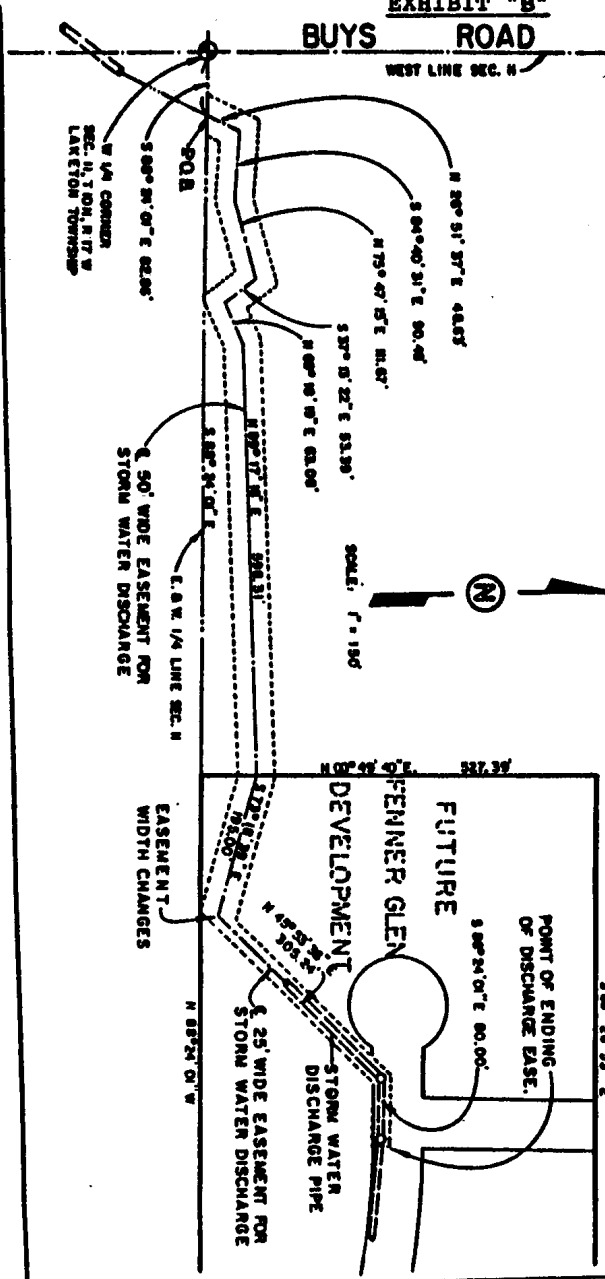
Prepared by and When
E/ Recorded Return to: Christopher L. Kelly
Parmenter O'Toole
P.O. Box 786
Muskegon, MI 49443-0786
616.722.5414

That part of Section 11, Town 10 North, Range 17 West, Laketon Township, Muskegon County, Michigan, described as beginning at a point on the North and South 1/4 line of Section 11, that is South 00 degrees 04 minutes 06 seconds East 1430.78 feet from the North 1/4 corner of Section 11; thence South 88 degrees 34 minutes 25 seconds East 1348.82; thence South 00 degrees 05 minutes 20 seconds East, along the West line of Northland Park Subdivision No. 1 and No. 2 as platted, 1220.74 feet to a point on the East and West 1/4 line of Section 11 that is South 88 degrees 24 minutes 01 seconds East 1349.37 feet from the central 1/4 corner of Section 11; thence South 00 degrees 03 minutes 30 seconds East, along the West line of Northland Park Subdivision No. 3 as platted, 875.78 feet; thence North 66 degrees 21 minutes 01 seconds West 235.65 feet; thence South 85 degrees 08 minutes 55 seconds West 76.94 feet; thence North 69 degrees 07 minutes 15 seconds West 166.92 feet; thence South 54 degrees 48 minutes 33 seconds West 276.33 feet; thence North 00 degrees 03 minutes 46 seconds West 906.35 feet to a point on the East and West 1/4 line of Section 11; thence North 88 degrees 24 minutes 01 seconds West, along said East and West 1/4 line, 674.69 feet to the central 1/4 corner of Section 11; thence North 00 degrees 04 minutes 06 seconds West, along the North and South 1/4 line of Section 11, 1216.58 feet to the point of beginning. Containing 50.26 Acres.

Together with and subject to easements of record.

ILLEGIBILITY
DUE TO POOR ORIGINAL

WEST LINE SEC. 11



Description of the centerline of a variable width easement for stormwater discharge from the Fenner Glen development over and across property located in Section 11, Town 10 North, Range 17 West, Laketon Township, Washtenaw County, Michigan, described as commencing at the West 1/4 corner of Section 11; thence South 88 degrees 24 minutes 01 seconds East along the East and West 1/4 line of Section 11, 82.86 feet to the point of beginning of a 50 foot wide easement; thence North 26 degrees 51 minutes 37 seconds East 48.63 feet; thence South 84 degrees 40 minutes 51 seconds East 90.48 feet; thence North 75 degrees 47 minutes 15 seconds East 111.67 feet; thence South 37 degrees 13 minutes 22 seconds East 53.39 feet; thence North 69 degrees 18 minutes 19 seconds East 63.06 feet; thence North 89 degrees 17 minutes 18 seconds East 598.31 feet; thence South 73 degrees 18 minutes 39 seconds East 195.00 feet to the end of the 50 foot wide easement and the beginning of a 25 foot wide easement; thence North 45 degrees 53 minutes 36 seconds East 305.24 feet; thence South 88 degrees 24 minutes 01 seconds East 80.00 feet to the point of ending of this description.

Easement for Stormwater Discharge from Fenner Glen Development

Thomas E. Joiner
Thomas E. Joiner
The ratio of closure is within the accuracy of survey as required in Act No. 208 of Public Acts of 1907. This survey complies with the requirements of Section 3 Public Act 137 of 1970.
This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Insurance Policy for accuracy, easements and encumbrances.

P.L. P.S. No. 18435
LEGEND
 1st Class. Mon.
 Found Corner. Mon.
 1st Class. Iron
 2nd Class. Iron
 3rd Class. Iron
 4th Class. Iron
 5th Class. Iron
 6th Class. Iron
 7th Class. Iron
 8th Class. Iron
 9th Class. Iron
 10th Class. Iron

joiner engineering
A Division of Designers & Associates, Inc.
113 West Gervoise St.
Spring Lake, Michigan 49456
phone: (616) 846-1960

FOR FENNER GLEN INC.

OF SECTION 11 T. 10 N., R. 17 W.

DATE 3-10-90 DRAWN BY ER

SHEET 1 OF 1 JOB No. JST014

Easement for Stormwater Discharge from Fenner Glen Development

Description of the centerline of a variable width easement for stormwater discharge from the Fenner Glen development over and across property located in Section 11, Town 10 North, Range 17 West, Laketon Township, Muskegon County, Michigan, described as commencing at the West 1/4 corner of Section 11; thence South 88 degrees 24 minutes 01 seconds East along the East and West 1/4 line of Section 11, 82.86 feet to the point of beginning of a 50 foot wide easement; thence North 26 degrees 51 minutes 37 seconds East 48.63 feet; thence South 84 degrees 40 minutes 31 seconds East 90.48 feet; thence North 75 degrees 47 minutes 15 seconds East 111.67 feet; thence South 37 degrees 13 minutes 22 seconds East 53.39 feet; thence North 69 degrees 18 minutes 19 seconds East 63.08 feet; thence North 89 degrees 17 minutes 18 seconds East 598.31 feet; thence South 73 degrees 18 minutes 39 seconds East 195.00 feet to the end of the 50 foot wide easement and the beginning of a 25 foot wide easement; thence North 45 degrees 53 minutes 36 seconds East 305.24 feet; thence South 88 degrees 24 minutes 01 seconds East 80.00 feet to the point of ending of this description.