

Grant Temp Drain Easement

Category: Other Documents

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Original Page 1 - Transcription

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. GRANT OF TEMPORARY DRAINAGE EASEMENT

This Grant of Drainage Easement is made as of the 15th day of November 2002 by

HARTLAND ESTATES DEVELOPMENT, L.L.C. a Michigan limited liability company,

whose address is 20771 Randall, Farmington Hills, Michigan 48336 ("Grantor").

RECITALS:

A Grantor is the owner of certain land located in Hartland Township, Livingston County, Michigan described on Exhibit A attached hereto (the "Grantor Parcel")

Grantor wishes to grant a temporary easement for drainage purposes over a portion of the Grantor Parcel for the benefit of the land described on Exhibit A-1 attached hereto (the "Grantee Parcel") which is a condominium project subject to the Master Deed of Hartland Estates dated February 8, 1998 (the "Original Master Deed"), recorded in Liber 2295, Page 0788, Livingston County Register of Deeds, a First Amendment to Master Deed of Hartland Estates dated March 8, 2002 (the "First Amendment to Master Deed"), recorded in Liber 2735, Page 0373, Livingston County Register of Deeds, and a Second Amendment to Master Deed of

**Hartland Estates dated July 6, 2001 (the "Second Amendment to Master Deed"), recorded
in**

Liber 3044, Page 0573, Livingston County Register of Deeds, and a Third Amendment to Master Deed of Hartland Estates of even date herewith (the "Third Amendment to Master Deed") (the Original Master Deed, as amended by the First Amendment to Master Deed, the Second

**Amendment to Master Deed, and the Third Amendment to Master Deed being referred to
herein**

as the "Master Deed"). Terms used but not defined herein shall have the meaning ascribed thereto in the Master Deed

C. Grantor is the Developer of the Condominium Project which is subject to the

Master Deed.

**NOW, THEREFORE, for good and valuable consideration, Grantor hereby agrees as
follows:**

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Grantor hereby grants and conveys an easement (the "Drainage Easement") for storm drainage purposes over that portion of the Grantor Parcel described in Exhibit A-3 attached hereto and depicted on Exhibit B attached hereto (the "Drainage Easement Area") for the benefit of the Condominium Project, the Units, the Developer and the Owners. The Drainage Easement shall be used for the purposes of draining storm water from the Condominium Project by means of drainage ditches, pipes and ponds located within the Drainage Easement Area. The Drainage Easement includes the right of Developer and the Association and their agents to enter the Grantor Parcel to construct, repair, maintain and replace such drainage facilities.

2. All construction, repair, maintenance or replacement of such drainage facilities shall be performed in a workmanlike manner, in compliance with all applicable governmental requirements, and at Developer's or the Association's expense (as the case may be). After the initial construction of the drainage facilities by Developer, the Association shall be responsible to maintain the drainage facilities in good repair and condition as a General Common Element under the Master Deed. In the event that the Association shall fail to maintain the drainage facilities as required hereunder, Grantor may undertake such maintenance obligation if the Association has not done so within thirty (30) days after written notice.. In the event Grantor performs any maintenance obligations of the Association hereunder, the Association shall reimburse Grantor for the reasonable cost thereof within 30 days after request therefor.

3. This agreement shall run with the land and be binding upon Grantor's successors and assigns. The easement granted hereby is made for the direct benefit of the Condominium Project, the Developer, the Units and the Owners, and shall inure to the benefit of the Developer and the Owners and their respective successors in interest in the Condominium Project.

The Drainage Easement granted hereby is a temporary easement and shall automatically terminate, with no further action required, upon the recording of an amendment to the Master Deed which expands the Condominium Project to include the land described in

Article VII, Section 11 of the Master Deed (as amended by the Third Amendment to Master Deed).

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Original Page 3 - Transcription

LORS 62200E 0488

IN WITNESS WHEREOF, Grantor has executed this Grant of Drainage Easement as of the day and year first above set forth.

HARTLAND ESTATES DEVELOPMENT, L.L.C.

By: J. Rotondo Construction, Inc., its Member

STATE OF MICHIGAN) SS

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 15_ day of November, 2002 by Joseph Rotondo, President of J. Rotondo Construction, Inc., as member of Hartland Estates Development, L.L.C., a Michigan limited liability company.

ElIzAbeth D. Jamieson Print Name:

Notary Public, OAKlAnd/ County, Michigan My commission expires: 4-28-04 ELIZABETH D. JAMIESON

NOTARY PUBLIC OAKLANU CO., MI

Drafted by and when recorded

MY COMMISSION EXPIRES Apr 28, 2004

Return to:

Maureen H. Burke Dickinson Wright PLLC 38525 Woodward Avenue, Suite 2000 Bloomfield Hills, Michigan 48304

BLOOMFIELD 27033-4 518043

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LOR 3 6 2 2 PACE 0489

EXHIBIT A

GRANTOR PARCEL

Commencing at the South 1/4 Corner of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 01°39'19" W 1302.59 feet along the North-South 1/4 line of said Section as monumented and occupied to the PLACE OF BEGINNING; thence continuing N 01°39'19" W 1342.71 feet along said North-South 1/4 line; thence N 88°07'36" E 976.44 feet along the East-West 1/4 line of said Section; thence S 01°52'30" E 464.52 feet;

thence N 88°36'56" E 343.91 feet; thence S 01°23'04" E 422.26 feet; thence Southwesterly, non-tangentially 31.43 feet along the arc of a 240.00 foot radius curve to the right, through a central angle of 07°30'09" and having a chord bearing S 84°51'51" W .31.40 feet; thence S 88°36'56" W 160.23 feet; thence Northwesterly 44.89 feet along the arc of a 30.00 foot radius curve to the right, through a central angle of 85°43'29" and having a chord bearing N 48°31'20" W 40.81 feet; thence N 86°59'43" W . 66.87 feet; thence Southwesterly, nontangentially 50.01 feet along the arc of a 30.00 foot radius curve to the right, through a central angle of 95°30'41" and having a chord bearing S 40°51'35" W 44.42 feet; thence S 88°36'56" W 135.01 feet; thence S 17°48'21" W 69.88 feet;

thence S 01°23'04" E 350.00 feet; thence S 85°28'27" W 843.21 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan.

Containing 31.66 acres of land, more or less.

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EXHIBIT A-1

CONDOMINIUM PROJECT

BEGINNING at the South 1/4 Corner of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 01°39'19" W 1302.59 feet along the North-South 1/4 line of said Section as monumented and occupied; thence N 85°28'27" E 843.21 feet; thence N 01°23'04" W 350.00 feet;

thence; thence N 17°48'21"E 69.88 feet; thence N E 135.01 feet;

thence Northeasterly 50.01 feet along the arc of a 30.00 foot radius curve to the left, through a central angle of 95°30'41" and having a chord bearing N 40°51'35" E 44.42 feet; thence S 86°59'43" E 66.87 feet; thence Southeasterly, non-tangentially 44.89 feet along the arc of a 30.00 foot radius curve to the left, through a central angle of 85°43'29" and having a chord bearing S 48°31'20" E 40.81 feet; thence N 88°36'56" E 160.23 feet; thence Northeasterly 31.43 feet along the arc of a 240.00 foot radius curve to the left, through a central angle of 07°30'09" and having a chord bearing N84°51'51"E 31.40 feet; thence N 01°23'04" W 422.26 feet; thence S 88°36'56" W 343.91 feet; thence N 01°52'30" W 464.52 feet; thence N 88°07'36" E 1366.80 feet along the EastWest 1/4 line of said Section as monumented and occupied; thence S 01°17'36" E 271.43 feet; thence N 88°42'24" E 192.36 feet; thence S 01°17'36" E 400.00 feet; thence N 88°42'24" E 160.00 feet; thence S 01°17'36" E 1993.27 feet along the East line of said Section and the centerline of Cullen Road to the Southeast Corner of said Section; thence S 88°36'56" W 2678.76 feet along the South line of said Section to the Place of Beginning. Being a part of the Southeast 1/4 of

Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County,

Michigan.

Containing 128.56 acres of land, more or less.

Being subject to the rights of the public over the Southerly part thereof as occupied by Highway M-59 (Highland Road), also subject to the rights of the public over the Easterly 50.00 feet thereof as occupied by Cullen Road.

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LIBER3 6 2 2 PAGE 0 49 1

EXHBIT A-3

DRAINAGE EASEMENT AREA

Commencing at the South 1/4 Corner of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N01°39'19" W 1302.59 feet along the North-South 1/4 line of said Section as monumented and occupied to the PLACE OF BEGINNING; thence continuing N 01°39'19" W 437.61 feet along said North-South 1/4 line; thence N 88°20'41" E 187.58 feet;

thence S 39°11'20" E 20.00 feet; thence S 56°58'10"E 137.86 feet; thence N 36°37'00" E 183.20 feet; N 47°23'38" E 271.44 feet; thence N 11°19'39" W 143.43 feet; thence N 41°50'39" W 702.79 feet; thence N 88°07'36" E 668.70 feet along the East-West 1/4 line of said Section; thence S 28°14'05" W 328.96 feet; thence S 03°18'57" W 250.12 feet; thence S 11°19'39" E 148.61 feet;

thence S 47°23'38" W 288.32 feet; thence S 33°50'44" W 193.13 feet; thence S 61°26'46" E 129.37 feet; thence S73°05'31"E 134.61 feet; thence N07°24'47"E 221.31 feet; thence S89°31'19"E 247.43 feet; thence S 17°48'21" W 20.95 feet; thence N89°31'19"W 223.48 feet; thence S 07°24'47" W 184.44 feet; thence S40°49'31"E 243.86 feet; thence S 85°28'27" W 749.28 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan.

Original Page 7 - Upright Exhibit

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EXHIBIT B

