

**RESOLUTION NO. 23-21  
ATLAS TOWNSHIP, GENESEE COUNTY, MICHIGAN**

**RELINQUISHMENT AGREEMENT  
ATLAS TOWNSHIP SEWER PROJECT "A" DRAIN**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between the Genesee County Drain Commissioner ("Drain Commissioner"), whose address is 4608 Beecher Road, Flint, Michigan 48532 and Atlas Township ("Township"), whose address is 7386 S. Gale Road, Grand Blanc, Michigan 48439.

**WITNESSETH:**

**WHEREAS**, the Atlas Township Sewer Project "A" Drain ("Drain") is a sanitary sewer established as a county drain under Public Act 40 of 1956, MCL 280.1, *et seq.*, as amended ("Drain Code"), located wholly within the boundaries of the Township; and

**WHEREAS**, the Atlas Township Sewer Project "A" Drain Drainage District ("Drainage District") is an established drainage district under the Drain Code, and has no outstanding indebtedness or contract liability; and

**WHEREAS**, the Township wishes to obtain jurisdiction and control over the Drain, the route and course of which is described in the attached *Exhibit A*; and

**WHEREAS**, the Township has adopted a Resolution, attached as *Exhibit B*, authorizing the assumption of jurisdiction and control of the Drain as provided in Section 395; and

**WHEREAS**, the Genesee County Board of Commissioners has adopted a Resolution attached as *Exhibit C* consenting to the relinquishment of the Drain from the Drain Commissioner to the Township; and

**WHEREAS**, the Drain Commissioner has agreed to allow the relinquishment of the Drain upon certain terms and conditions outlined herein.

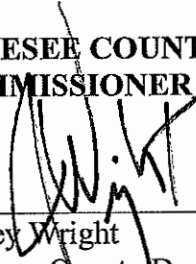
**NOW THEREFORE IT IS AGREED:**

1. Jurisdiction and control of the Drain shall be relinquished to the Township, effective April 1, 2023. The Township shall assume the jurisdiction, control, maintenance, and operation of the Drain and Drainage District, and its future operation shall be financed in the same manner as is provided for special assessment districts within the Township;
2. The Drain Commissioner shall hereby be relieved of the jurisdiction and control of the Drain and Drainage District as of April 1, 2023;

3. The Drain Commissioner hereby assigns all of its rights and obligations under the 2001 Contract with the Village of Goodrich for Assignment of Capacity in the Genesee County Sewage Disposal System ("2001 Contract") to the Township, which shall assume all of the rights and obligations under the 2001 Contract;
4. The Township acknowledges the 2001 Contract purchased units for the use of the properties within the drainage district, including properties that remain vacant today;
5. The Drain Commissioner hereby assigns all of its rights and obligations under any other service, capacity, or other agreements/contracts related to the Drain to the Township, which shall assume all of the associate rights and obligations;
6. The Township shall comply with all local, state, and federal permitting requirements, including, but not limited to any EGLE permitting, related to future operation, maintenance, and improvement of the Drain;
7. The Drain Commissioner shall assign any easements held by the Drainage District to the Township, with all related costs paid by the Township;
8. All costs incurred by the Drain Commissioner related to the relinquishment of the Drain shall be the responsibility of the Township;
9. The Drain Commissioner shall pay outstanding current costs out of the construction balance fund and retain \$5,000.00 to cover any remaining costs related to relinquishment;
10. Less the amounts described in paragraph 9, the Drain Commissioner shall transfer the balance of the construction fund to the Township as soon as practicable after execution of this Agreement;
11. Upon satisfaction of all Drain Commissioner costs, the Drain Commissioner shall transfer any funds remaining from the \$5,000.00 retainer and any interest amounts to the Township;
12. Upon execution by all parties, this Agreement shall be considered effective as of April 1, 2023 and shall be binding upon the successors and assigns of each party; and
13. Each party hereto represents and warrants to the other that it has full power and authority to enter into this Agreement.

**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.

**GENESEE COUNTY DRAIN  
COMMISSIONER**

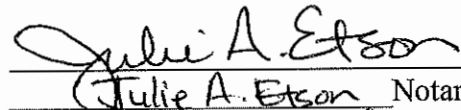


\_\_\_\_\_  
Jeffrey Wright  
Genesee County Drain Commissioner

Date: May 31, 2023

STATE OF MICHIGAN    )  
  )ss.  
COUNTY OF GENESEE    )

On this 31 day of May, 20  , before me, a Notary Public in and for said County, personally appeared Jeffrey Wright, Genesee County Drain Commissioner, on behalf of the Atlas Township Sewer Project "A" Drain Drainage District, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.



\_\_\_\_\_  
Julie A. Etson Notary Public  
State of MI, County of Genesee  
My Commission Expires: Dec. 7, 2026  
Acting in the County of Genesee

**ATLAS TOWNSHIP**

Date: \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
By: Shirley Kautman-Jones  
Its: Supervisor

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF GENESEE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County, personally appeared Shirley Kautman-Jones, Atlas Township Supervisor, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Date: \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Katherine Vick  
Atlas Township Clerk

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF GENESEE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County, personally appeared Katherine Vick, Atlas Township Clerk, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_