

## **AGREEMENT FOR DEFERRAL OF SEWER EXTENTION REQUIREMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the Charter Township of White Lake ("Township"), a Michigan municipal corporation, of 7525 Highland Road, White Lake, Michigan 48383 and Fredrick and Kelly Bourns, husband and wife, of 245 Serra Drive, White Lake, MI 48386, (collectively referred to as the "Homeowner").

### **RECITALS**

**WHEREAS**, Homeowner holds fee simple title to a parcel of real property in the Township commonly known as 245 Serra Drive, as more particularly described on Exhibit A (the "Property"); and

**WHEREAS**, the Property has an existing residential structure and is situated along Serra Drive; and

**WHEREAS**, the residential structure on the Property is occupied by individuals and the Property has access to an available public sewer system; and

**WHEREAS**, the septic field servicing the residential structure on the Property has failed, and connection to the Township's sewer system is required in accordance with the Township's Code of Ordinances; and

**WHEREAS**, Chapter 38, Section 38- 514 of the Township' s Code of Ordinances provides: "[w]here property is to be connected to the sanitary sewer system, and the sanitary sewer system does not extend the full width of the owner's property, the property owner shall be responsible for extending the sanitary sewer system at the owner's cost across the entire width of such owner's property, so as to allow further extension of the sewer system to adjoining properties; and

**WHEREAS**, the Township's Department of Public Services (" DPS") reviewed the requirements for the extensions along Serra Drive; and

**WHEREAS**, DPS determined that Section 38-514 would require unnecessary additional fixtures, such as an intermediate flushing structure, in order to extend the sewer along Serra Drive to accommodate one residential structure; and

**WHEREAS**, the location of the unnecessary structure is contrary to the overall design of the sewer system and inconsistent with the Township's Sanitary System Master Plan; and

**WHEREAS,** DPS determined that it is in the best interest of the Township to defer the requirement of 38-514 to extend the sewer system along Serra Drive unless and until a new sewer main extending down Serra Drive becomes necessary and feasible, as determined in the sole discretion of DPS; and

**WHEREAS,** Homeowner desires to connect the Property to the sewer system along Serra Drive only at this time, with the understanding that Homeowner will be required to extend the sewer system along Serra Drive on a future date, at the request of the Township.

### **AGREEMENT**

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Homeowner shall immediately connect to the available public sewer system along Serra Drive at his sole cost and expense. Homeowner is required to pay all fees, costs and charges for connection to and use of the public sewer system supplying sewer services to the Property along Serra Drive, and for any charges for plumbing or other related appurtenances, in accordance with all applicable Township Ordinances.
2. Homeowner is not required to extend the sewer system across the entire width of the Property along Serra Drive unless and until at least one other residential structure that will benefit from the extension of the sewer system along Serra Drive and is in need of connection to the sewer system and the Township determines the extension feasible. The determination as to the need and feasibility to connect shall be at the sole discretion of the Township.
3. The extension of the sewer system in or along Serra Drive for the entire width of the Property, as described in Paragraph 2, above, shall be at Homeowner's sole cost and expense, in accordance with all applicable Township Ordinances.
4. In the event a special assessment district is established to defray the cost of the sewer system in or along Serra Drive abutting the Property, Homeowner shall voluntarily participate in said SAD to pay the proportionate share of the cost of such sewer system extension. This Agreement shall be deemed to be a petition by Homeowner for the creation of a special assessment district to pay its proportionate share of the cost of such sewer lines. Owner hereby waives its right to protest or appeal the special assessment district established or the assessment therefor and waives its right to formal special assessment proceedings of the type required by Act 188, and further waives notice, the right to receive notice and any irregularities in any special assessment proceedings, including public hearings, if any, undertaken by the Township with respect to the special assessments levied.
5. In addition to Homeowner's promise to voluntarily participate in a future anticipated special assessment district for the sewer system in or along Serra Drive, Homeowner shall be required to reimburse the Township for attorney fees incurred in preparing this Agreement.

6. This Agreement shall apply to and bind the heirs, personal representatives, administrators, successors and assigns of the parties.

7. The recitals set forth in this Agreement are integral and shall be considered part of this Agreement as if fully set forth as numbered paragraphs in this Agreement.

8. The failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or law.

9. This Agreement shall not be construed for or against either of the parties and the parties agree that it shall be deemed to have been drafted by both parties.

10. This Agreement shall be recorded at the office of the Oakland County Register of Deeds.

11. This represents the entire agreement between the parties and cannot be modified or amended except in writing signed by the parties.

12. This Agreement is enforceable in the Oakland County Circuit Court. The validity, construction, interpretation, and administration of this Agreement are governed by the laws of the State of Michigan.

[SIGNATURES ON FOLLOWING PAGE(S)]

**HOMEOWNER**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Fredrick Bourns

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Kelly Bourns

STATE OF MICHIGAN )

)ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me a Notary Public, in and for said County, personally appeared the above-named Fredrick and Kelly Bourns, homeowners of 245 Serra Drive, White Lake MI 48386 and made oath that they have read the foregoing Agreement and acknowledged the same to be their free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Michigan

Acting in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

**CHARTER TOWNSHIP OF WHITE LAKE**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
By: Rik Kowall

Its: Supervisor

STATE OF MICHIGAN )

)ss

COUNTY OF OAKLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me a Notary Public, in and for said County, personally appeared Rik Kowal, on behalf of Charter Township of White Lake who executed the Agreement and acknowledged that he has executed it on behalf of the Charter Township of White Lake in his capacity as its Supervisor.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Michigan

Acting in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

**Prepared by:**

Lisa J. Hamameh (P57936)  
Rosati Schultz Joppich & Amtsbuechler  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

**When recorded return to:**

Aaron Potter  
White Lake Township DPS  
7525 Highland Road  
White Lake, MI 48383

DRAFT

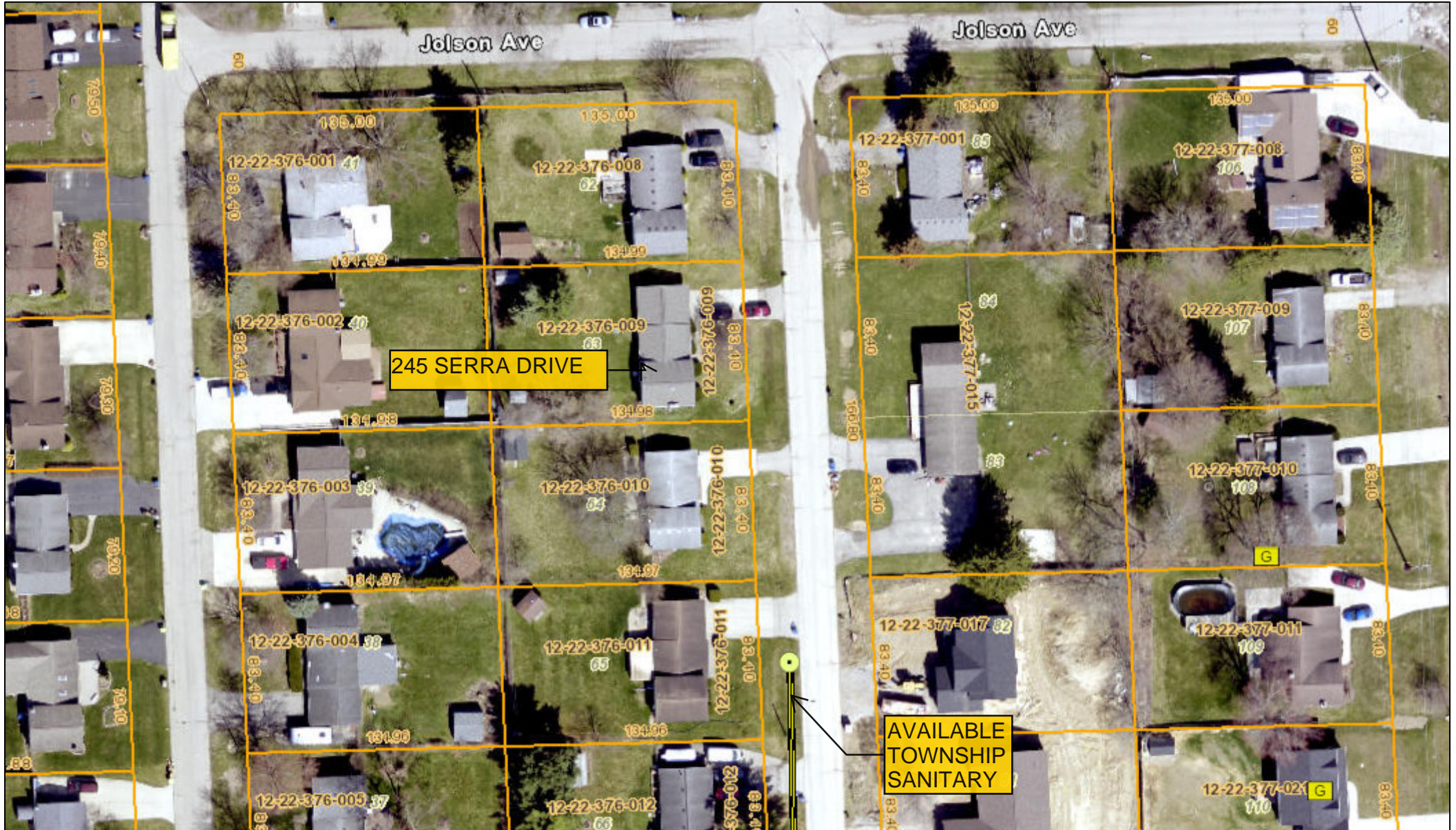
EXHIBIT A

**PID # 12-22-376-009**

T3N, R8E, SEC 22 HOUCREST SUB LOT 63

DRAFT

# 245 SERRA DRIVE



September 14, 2023

**Water Storage Tank**



Elevated Storage Tank

**Water Control Valve**



PRV

**Water Hydrant**

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community