

EASEMENT AGREEMENT FOR STORM WATER DRAINAGE

This agreement is made on June 14, 2019, by Walter Popyk and Judith Mary Popyk, husband and wife (Owners), whose address is 1210 School Road, Rochester Hills, Michigan 48307, and the City of Rochester Hills (the City), a Michigan municipal corporation; whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS

WHEREAS, Owners own and occupy Owners' property described in attached Exhibit A; and

WHEREAS, City is improving School Road under the project name, City File #E18-011 School Road Paving, John R to 1,800 feet east; and

WHEREAS, Owners have approached the City about wanting to receive and accept storm water drainage flow from School Road into a private drainage course located on Owners' property; and

WHEREAS, to accommodate Owners, City proposes to construct a bulkhead in the ditch located in the School Road right of way, abutting Owners' property, in order to detain the drainage flows during a storm event, as shown in attached Exhibit B.

THEREFORE, the parties agree that:

1. Owners will accept such drainage, and hereby grant to the City an easement to direct drainage of storm water from School Road to flow onto Owner's property through Owners' private drainage course. Any and all maintenance of the Owners' property and private drainage course will be solely the responsibility of Owners. Owners shall not allow their private drainage course to become obstructed or blocked or to otherwise stop or impede drainage of storm water from School Road onto Owners' property without the City's express consent.
2. The City does not represent or guarantee any minimum or maximum flow to Owners' property.
3. Owners, to the fullest extent permitted by law, waive, release and shall hold the City harmless from any claim, liability, loss, expense, or damages for personal or bodily injury or property damage that Owners may incur or suffer as a result of, or in connection with, drainage of storm water from School Road onto Owners' property.
4. Either party may discontinue this agreement upon 90 days advance written notice to the other. But, if discontinued by Owners, Owners will be obligated to reimburse the City for the City's cost to remove the aforesaid bulkhead and to redirect the subject drainage away from Owner's property.
5. This agreement shall bind and inure to the benefit of the parties and their respective successors, grantees and assigns, and the rights, obligations and responsibilities hereunder shall run with the land and shall bind all current and future owners of the property.

6. This agreement shall be recorded at the Oakland County Register of Deeds.

By: Walter Popyk
Walter Popyk

By: Judith M. Popyk
Judith Mary Popyk

STATE OF MICHIGAN
COUNTY OF oakland

This agreement was acknowledged before me on June 14, 2019, by Walter Popyk and Judith Mary Popyk, husband and wife.

ABBEY E. ULRICH
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jun. 16, 2025
Acting in the County of Oakland

Abbey E. Ulrich
Abbey E. Ulrich, notary public
Oakland County, Michigan
My commission expires: June 16, 2025

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

By: _____
Tina Barton, City Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, 2019, by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the the City of Rochester Hills, on behalf of the City.

_____, notary public
_____, County, Michigan
My commission expires: _____

Drafted By:
Adele Swann
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

When Recorded Return to:
City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

John Staran
Approved Form
6/14/19

EXHIBIT A

Land located in and being a part of the Southwest Quarter of Section 24, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan; said land being more particularly described as follows:

Ferryview Homelands Lot 11, Except the West 260 feet, according to the plat thereof as recorded in Liber 27, Page 22 of Plats, Oakland County Records.

Parcel ID #15-24-302-012

Commonly known as 1210 School Road, Rochester Hills, MI 48307.

EXHIBIT B

