

**AGREEMENT TO PROVIDE WATER SERVICE FROM YPSILANTI
COMMUNITY UTILITIES AUTHORITY FOR PROPERTY IN
PITTSFIELD TOWNSHIP**

RECITALS

1. The existing parcel at 4756 Munger Road in Pittsfield Township (“the property”), owned by John and Anne Ramey (“property owners”), does not have a Pittsfield Charter Township (“Pittsfield”) sanitary sewer available for connection.

2. The property is legally described as follows:

Land in Pittsfield Charter Township, Washtenaw County, Michigan, described as:
OLD SID - L 12-013-029-00 PI 13-9C COM AT SE COR OF SEC, TH N 0 DEG
02' W 990.1 FT IN E LINE OF SEC FOR PL OF BEG, TH N 0 DEG 02' W 160
FT, TH S 88 DEG 24' W 300 FT, TH S 160 FT, TH N 88 DEG 24' E 300.09 FT
TO PL OF BEG, BEING PART OF SE 1/4 SEC 13 T3S-R6E 1.10 AC.

3. Ypsilanti Community Utilities Authority (“YCUA”) does have a sanitary sewer in Munger Road available for connection to provide water service to the property.

4. The property owners wish to acquire wastewater service for the property by connecting to the YCUA sanitary sewer in Munger Road and Pittsfield and YCUA are willing to permit the connection under the terms and conditions of this agreement.

AGREEMENT

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

5. YCUA will provide wastewater service for the property through its sanitary sewer in Munger Road.

6. This service is and shall be limited to one connection for wastewater service to the property only, without exception, and no other service is or shall be allowed through this connection.

7. Connection to YCUA sanitary sewer shall be made by the property owners in accord with YCUA’s then current standards for materials, construction and such connections and only after coordination and planning with YCUA as to when, where and how the connection will occur, which is and shall be subject to YCUA inspection and approval.

8. Any and all connection fees will be assessed by and paid directly to YCUA by the property owners.

9. Any and all user charges for wastewater service will be assessed by and billed to the property owners by Pittsfield and paid to Pittsfield by the property owners. Pittsfield shall be responsible for maintaining the customer account which includes any meter reading and billing, YCUA will be paid for such charges by Pittsfield by appropriate adjustment in payments made by

Pittsfield to YCUA under the then current Wastewater Service Contract between Pittsfield and YCUA.

10. This agreement shall run with the land and shall inure to the benefit of and shall be enforceable against the property owners's successors, assigns, heirs, and any other future owners of the property, or any portion thereof. This agreement shall be recorded at the Washtenaw County Register of Deeds as a means of notice to all property owners's successors, assigns, heirs, and future owners of the property, or any portion thereof.

11. Upon the property owners's failure or the failure of his successors, assigns, heirs or subsequent owners of the property to comply with this agreement, including failure to pay for such charges, Pittsfield shall have all available remedies for collection of unpaid wastewater service charges and related charges under Pittsfield ordinances, law and rules and State law and rules, including termination of wastewater service to the property, through and with YCUA's approval. In addition Pittsfield may seek and obtain enforcement of this agreement through the Washtenaw County Circuit Court and all costs, expenses and reasonable attorney fees incurred by Pittsfield in such enforcement action shall be paid by the property owners or his successors, assigns, heirs or subsequent owners.

12. All rights available to YCUA and Pittsfield under the Municipal Water Liens Act, MCL 123.161 et seq, are retained by YCUA and Pittsfield.

14. This agreement constitutes the entire agreement between the parties and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract, are hereby canceled and superseded.

15. If any provision of this agreement violates any law, the remaining provisions of this agreement shall continue in full force and effect.

16. This agreement shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

17. This agreement has been jointly drafted by the parties and, therefore, shall be construed and interpreted accordingly.

18. Failure or delay in the performance of this agreement by any party shall not be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, labor strike, lock-out, or riot, epidemic, explosion, terrorism, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated here or otherwise, not within the control of the party claimed to be responsible for such failure, or delay or other similar or alleged breach of this agreement.

19. This agreement may not be amended, revised, or otherwise modified except by a written document, signed by each party, formally and properly approved and authorized by the governing body of YCUA.

20. No delay, omission or failure of a party to exercise any right or power under this agreement or to insist upon strict compliance with any obligation of this agreement, and no custom

or practice of the parties in variance with the terms and conditions of this agreement shall constitute a waiver of a party's right to demand exact compliance with the terms of this agreement.

Ypsilanti Community Utilities Authority

By: Luther Blackburn
Its: Director

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged and signed before me in Washtenaw County, Michigan, this ____ day of _____, 2022, by Luther Blackburn, Director of Ypsilanti Community Utilities Authority, a Michigan municipal corporation, for and on behalf of said corporation.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____

Pittsfield Charter Township

By:
Its:

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged and signed before me in Washtenaw County, Michigan, this ____ day of _____, 2022, by _____, Pittsfield Charter Township, a Michigan municipal corporation, for and on behalf of said corporation.

_____, Notary Public
_____, County, Michigan
My Commission Expires _____

By: John Ramey, personally, Property
owner

By: Anne Ramey, personally, Property
owner

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged personally before me in Washtenaw County, Michigan, this ____ day of _____, 2022, by John and Anne Ramey, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed in the capacity above designated.

_____, Notary Public
_____, County, Michigan
My Commission Expires _____

Prepared by and when recorded return to:
PEAR SPERLING EGGAN & DANIELS, P.C.
Matthew T. Jane (P____)
Domino's Farms, Lobby D
24 Frank Lloyd Drive, Suite D2000
Ann Arbor, MI 48105
(734) 665-4441

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