

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (“Agreement”) is made effective the ___ day of _____, 2017, between the Pebble Creek Association (“Association”), whose address is 9864 Creekwood Trail, Davisburg MI 48350, and Joel and Kristine Cody (“Cody”), whose address is 8119 Pebble Creek Drive, Davisburg MI 48350.

Recitals

- A. Cody owns property located within the Pebble Creek condominium development (“Pebble Creek”), described as Unit 67, 8119 Pebble Creek Drive, Davisburg MI 48350, parcel identification number 07-14-151-011 (the “Cody Property”), more particularly described on Exhibit A.
- B. Cody has requested that Association grant them access to an easement for drainage purposes across some of the limited common elements in the condominium, to address a flooding issue on the Cody Property.
- C. In order to provide for the flooding remediation, certain underground storm sewers (“Drainage System”) are required. The plans for the Drainage System are attached.
- D. The condominium documentation for Pebble Creek authorizes Association to grant easements across certain portions of the condominium development for utility and related purposes.
- E. Association has executed a Declaration of Easement across certain limited common elements within Pebble Creek for storm water drainage purposes. This easement has been recorded at Liber ___, Page ___, Oakland County Records (the “Easement”).

NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. *Purpose.* Association hereby grants Cody access to the Easement. This access will be for the purpose of installation, repair, and maintenance of an underground storm sewer drain pipe to address the flooding issue on the Cody Property. The easement shall be used by Cody for no other purpose than to control surface and storm water run-off from the Cody

Property using the drainage system. By way of example, and not by limitation, Cody shall not be entitled to install any above ground improvements on the drainage easement unless otherwise approved by Association.

2. *Responsibility for Maintenance.* Cody or their assignees shall be solely responsible for any required repairs, maintenance, or replacement to maintain the Drainage System in the condition required for its intended use. If Cody or their assignees fail to maintain the Drainage System in the condition required for its intended use, Association, its agents or contractors, shall have the right, but not the obligation, to perform all operations necessary to keep the Drainage System in the condition required for proper operation.

3. *Reimbursement of Association Costs.* If Association determines that Cody or their assigns have failed to comply with the provisions of paragraph two, it shall give written notice to Cody or their assigns with a reasonable to complete any required repairs, maintenance or replacement of the Drainage System. If Cody or their assigns fail to do so, and Association, in its reasonable discretion, finds it necessary to inspect, maintain, repair, or replace the Drainage System, all costs expended by Association, inclusive of actual reasonable, engineering, legal, or other professional consultant fees shall be paid by Cody or their assignees. Association shall bill Cody or their assignees at such time as Association may find convenient and expedient, and may add to the actual cost of maintenance and repair a reasonable sum, not to exceed fifteen percent (15%) thereof, to cover the overhead cost of servicing this Agreement. All costs billed to Cody or their assignees not paid within thirty (30) days of mail shall bear interest at the rate of one percent (1%) per month until paid.

4. *Cost of Maintenance as a Condominium Assessment.* Should the costs described in paragraph 3 be unpaid for a period of thirty days or more, all such costs shall be an additional assessment imposed on the Cody Property payable immediately, which assessment may be enforced by Association in the same manner as provided in the Pebble Creek Master Deed and Bylaws for the enforcement of delinquent condominium assessments. Cody acknowledges that Association would not be granting access to the Easement without Cody agreeing to the provisions of this paragraph and paragraph 3. Cody acknowledges that they are entering into this Agreement voluntarily and expressly waive any claim that the provisions of paragraphs 3 or the assessment described in this paragraph are invalid for any reason.

5. *Binding Effect and Amendments.* The benefits and the burdens of this Agreement shall run with the land and be binding upon the parties hereto, their heirs, personal representatives, agents, and assigns. Any amendments to this Agreement shall not be effective unless in writing and signed by all parties hereto.

Dated: _____

PEBBLE CREEK ASSOCIATION

By: Pete Buczek
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Acknowledged before me on the ____ day of _____, 2017, by Pete Buczek, President for and on behalf of Pebble Creek Association.

), Notary Public

) County, Michigan
My commission expires: _____

Dated: _____

Joel Cody

Kristine Cody

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Acknowledged before me on the ____ day of _____, 2017, by Joel Cody and Kristine Cody, husband and wife.

), Notary Public

) County, Michigan
My commission expires: _____

**Drafted by and
When recorded return to:**

Gregory K. Need (P28993)
Adkison, Need, Allen, & Rentrop, PLLC
39572 Woodward Avenue, Suite 222
Bloomfield Hills, MI 48304
(248) 540-7400

Exhibit A

Legal Descriptions

Exhibit B

Easement Description