

**STORM DRAINAGE FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 202__, by and between _____, a Michigan _____, whose address is _____, Michigan 48__ (hereinafter the "Owner"), and the City of Farmington hills, its successors, assigns, or transferees, whose address is 31555 W. Eleven Mile Road, Farmington Hills, MI 48336 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section _ of the City of Farmington Hills, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a _____ on the Property.

- B. The Property shall contain certain storm drainage pretreatment facilities or structures for the purpose of collection and treatment of storm water for the removal of contaminants prior to its discharge from the Property, consisting of _____ in accordance with all approved plans, and all applicable ordinances, laws and regulations (the "Storm Drainage Pretreatment Facilities").

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all Storm Drainage Pretreatment Facilities on the Property, installed in the location described in the attached and incorporated **Exhibit B**, to insure that the physical condition and intended function of the Storm Drainage Pretreatment Facilities shall continue to function as intended. The Schedule of Maintenance are set forth in the manufacturer's recommended plan of operation and maintenance of the Storm Drainage Pretreatment Facilities as set forth and described in the attached **Exhibit C**.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit D** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the Storm Drainage Pretreatment Facilities, for the purposes described

above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER(S)

By: _____
Its: _____

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__,
by _____, as the _____ of
_____.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

CITY OF FARMINGTON HILLS
A Municipal Corporation

By: Karen Mondora
Its: Director of Public Service

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____day of _____ 202__, by, _____, on behalf of the City of Farmington hills, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted by:	And when recorded return to: Pam Smith, City Clerk City Clerk's Office 31555 W. Eleven Mile Road Farmington Hills, MI 48336
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The applicant would have to provide 4 exhibits to attach as follows:

1. A description of the Property (Exhibit A)
2. An exhibit showing the location of the storm water measure (Exhibit B)
3. The Manufacturer's recommended O & M Plan (Exhibit C)
4. A description of an ingress/egress easement over the property to get to the storm water measure for inspections. (Exhibit D)