

CITY OF FARMINGTON HILLS

AGREEMENT FOR STORM WATER DETENTION & DISCHARGE RESTRICTION SYSTEM

THIS AGREEMENT is made this ____ day of _____ 20 ____, by and between _____, whose address is _____, (hereinafter "Owner"), and the City of Farmington Hills, a Municipal Corporation organized and existing under the laws of the State of Michigan, whose address is 31555 Eleven Mile Road, Farmington Hills, Michigan, (hereinafter "City").

W I T N E S S E T H:

WHEREAS, Owner owns certain real property located in the City of Farmington Hills, Oakland County, Michigan, commonly known as Sidwell # 22-23-_____, as more particularly described in Exhibit "A", attached hereto and made a part hereof, on which Owner intends to develop _____

WHEREAS, Owner has received all necessary site approvals for said development from the City, and now seeks to obtain approval of the construction plans from the City; and

WHEREAS, to facilitate approval of the final construction plans, the City and Owner wish to enter into an Agreement for the benefit of said property regarding the construction and maintenance of a Storm Water Detention and Discharge Restriction System (part of the surface water drainage system necessary to facilitate this development, as indicated on the plan of Grading and/or Storm Drainage) on the real property particularly described in Exhibit "B", attached hereto and made a part hereof (such property and improvements hereinafter referred to collectively as the "Detention System").

NOW, THEREFORE, in consideration of the foregoing and of the final approval of the construction plans by City of Farmington Hills, and of the mutual covenants contained herein, the parties hereto agree as follows:

1. Owner shall construct and continually maintain the Detention System on the real property described in Exhibit "B", in accordance with plans previously submitted to and approved by the City and in compliance with all applicable state and local laws, which System shall be utilized for drainage and/or water detention as approved by the City. Reference is made to the plans for (type of detention) _____, which were prepared by _____, dated _____ and approved by the Farmington Hills Engineering Division on _____.

2. The forebay, manufactured treatment system, or other water quality alternative shall be continually maintained to perform as originally designed.

3. All landscaping, planting or other items on the entire site, Exhibit "A", shall be placed and continually maintained so as not to interfere, impede, or obstruct the flow of water and/or the purpose of the said System.

4. Owner hereby conveys to the City an easement over, on and in the property described in Exhibit "C", attached hereto and made a part hereof, which easement shall be for the purpose of access to the Detention System for the maintenance, renovation, and repair thereof, should the Owner fail to properly maintain same after notice to do so from the City.

5. In the event that the Owner shall at any time fail to maintain the Detention System in reasonable order and condition, the City may serve written notice upon the Owner at the address as shown on the City tax rolls setting forth the manner in which the Owner has failed to maintain the Detention System in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within a reasonable time as stated therein. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said time limits or any extension thereof, the City, in order to preserve the taxable values of the subject property and to prevent the Detention System from becoming a public or private nuisance, may enter upon said System and may repair and maintain the same. Said repair and maintenance by the City shall not constitute a taking of the said System, nor vest in the public any right to use the same. The cost of such repair and/or maintenance by the City, including reasonable administrative costs, shall be assessed against the property described on Exhibit "A" on the same basis as City taxes are assessed, and shall become a lien on said property. Said costs may be collected in the same manner as City taxes are collected. The City at the time of entering upon said Detention System for the purpose of repair and/or maintenance may file a notice of lien in the office of the Register of Deeds of the County of Oakland upon the property affected by the lien. If said costs are not paid by the Owner, the City may pursue the collection of same through appropriate court actions and in such case, the Owner shall pay in addition to said costs all costs of litigation, including attorney fees.

6. Owner agrees that this Agreement shall be recorded and that the land described on Exhibit "A" shall be subject to the covenants and obligations contained herein, and the covenants and obligations shall inure to the benefit of and be enforceable by the City, or the Owner and/or their respective legal representatives, heirs, successors, and assigns.

7. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect the

