



## STORMWATER FACILITIES MAINTENANCE AGREEMENT

**Name of Owner(s), Street Address, City, State Zip Code** ("Proprietor"), enter into this Stormwater Facilities Maintenance Agreement ("Agreement") with The City of Center Line ("City"), regarding the following real estate:

**Insert Legal Description**

In consideration of the City granting approval for Proprietor to develop the Project, and the mutual benefits obtained hereby, the parties agree as follows:

1. Stormwater Facilities, as defined by the City of Center Line Code of Ordinances, as amended, including easements, are established to assure the perpetual functioning of the Stormwater Facilities across the Project.
2. To maintain the intended function of the Stormwater Facilities and easements, no modification, use or occupancy of such areas is allowed without the prior written approval of the Proprietor and applicable governmental authorities.
3. In the event that the Proprietor shall at any time fail to maintain the Stormwater Facilities in reasonable condition and order, the City shall have the right to serve written notice upon the Proprietor setting forth the manner in which the Proprietor has failed to maintain the Stormwater Facilities in reasonable condition and order. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof, and shall notify the Proprietor of the date, time and place of a public hearing before the City Board or such other boards or body of officials to whom the City shall delegate such responsibility. Such hearing shall be held within twenty (20) days of the notice. At such hearing, the City may modify the terms of the original notice of deficiencies in maintenance and may grant an extension of time within which such deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modification thereof are not cured within said thirty (30) day period of any extension of time granted at the hearing, the City, in order to eliminate and cure the deficiencies in the operation and maintenance of the Stormwater Facilities, may enter upon the Project and maintain the Stormwater Facilities for a period of one (1) year. The maintenance of the Stormwater Facilities by the City shall not constitute a taking of the Stormwater Facilities nor vest in the public any additional right to use of the same. The Proprietor shall indemnify and hold the City harmless from any and all claims arising out of the City's maintenance of the Facilities.
4. Within sixty (60) days prior to the expiration of the aforesaid one (1) year period that the Stormwater Facilities are under the control and jurisdiction of the City, the Proprietor may request another public hearing be held or the City may call another public hearing upon reasonable notice to the Proprietor. At such hearing the Proprietor shall show cause why such maintenance by the City shall not continue for a succeeding one (1) year period. If the City shall reasonably determine that the Proprietor is ready, willing and able to maintain the Stormwater Facilities in reasonable condition and order, the City shall cease to operate and maintain the Stormwater Facilities at the end of said year. If the City shall reasonably determine that the Proprietor is not ready, willing and able to maintain the Stormwater Facilities during the next succeeding year, the City may continue to enter upon the Project and maintain said Stormwater Facilities.
5. Should deficiencies in the maintenance of the Stormwater Facilities be determined by the City to constitute an impending danger to health, safety and welfare of the public or a public and private nuisance, the City shall have the

right to take immediate corrective action and summarily abate such danger or nuisance.

6. The actual cost and expenditures, including administrative expenses and attorney fees, incurred by the City as result of its maintenance of the Stormwater Facilities or the summary abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Proprietor and such costs and expenditures shall be assessed against the Project and became due, be collected and returned for non-payment in the same manner and at the same time as ad valorem property tax levies of the City.
7. The maintenance right of the City contained in this agreement shall not be amended without the prior written consent of the City.
8. This agreement shall be deemed to be appurtenant to and run with the land.

PROPRIETOR:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name, Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name, Title

STATE OF MICHIGAN }  
COUNTY OF MACOMB }

On this Date, \_\_\_\_\_, the person known to me to be \_\_\_\_\_, personally appeared before me, a notary public, and executed and acknowledged the foregoing document of his own free act and deed.

\_\_\_\_\_  
Notary Public  
County of Macomb, State of Michigan  
Acting in the County of Macomb  
My commission expires:\_\_\_\_\_

Drafted By:

|                |  |
|----------------|--|
| Name           |  |
| Title          |  |
| Street Address |  |
| Street Address |  |

After recorded return to:

Dennis Champine, City Manager/Clerk  
City of Center Line  
7070 East Ten Mile Road  
Center Line, MI 48048