

**STORMWATER MANAGEMENT MAINTENANCE AND EASEMENT AGREEMENT**

This Agreement made by \_\_\_\_\_  
("Owner"), a \_\_\_\_\_, whose address is,  
\_\_\_\_\_, and is enforceable by the **Charter Township of West  
Bloomfield** ("Township"), whose address is 4550 Walnut Lake Road, West Bloomfield, MI 48323.

**RECITALS**

- A. Owner holds title to the land located in the Township of West Bloomfield, County of Oakland, State of Michigan that is described in the attached **Exhibit A** ("Property").
- B. The Township has approved development of the Property that is to include stormwater management measures and facilities ("Facilities") to treat and manage stormwater drainage in accordance with an approved Stormwater Management Plan on file with the Township.
- C. The Township's Stormwater Management Ordinance, codified in Article VI, Chapter 24 of the Township Ordinance Code ("Ordinance"), and approvals of the development of the Property require this Agreement.
- D. The attached **Exhibit B** identifies the Township approved Stormwater Management Plan and any conditions of that approval and includes the Township approved plan for routine, emergency and long-term maintenance of the Facilities as required by the Ordinance and a detailed annual budget for maintenance and inspection of the Facilities for the three (3) years following completion of construction.

**AGREEMENT**

**OWNER HEREBY COVENANTS AND AGREES:**

- 1. This Agreement shall be enforceable by the Township and its successors, assigns or transferees, shall be permanently recorded with the Oakland County Register of Deeds, shall run with the Property and shall be binding on Owner and Owner's heirs, successors, assigns, agents and transferees, including any subdivision or condominium associations that may hereafter be assigned, entitled to or have title, possession, use or control of portions of the Property upon which Facilities are to be located, operated and maintained. This Agreement shall be incorporated by reference into any Master Deed, with each deed or other conveyance of an interest in the Property by Owner to state that it is subject to this Agreement and include the liber and page where this Agreement is recorded.
- 2. To promptly provide written notice to the Township Planning and Engineering Departments of the name and address of each successor, assign, agent and transferee described in Section 1, with all such persons and entities considered an "Owner" for purposes of this Agreement.
- 3. Entry, actions and/or rights on or related to the Property or Facilities by or of the Township as provided in this Agreement may be by the Township's employees, agents consultants and/or contractors with qualifications and experience appropriate to the subject matter.
- 4. An access easement is hereby granted to the Township to enter on and over such portions of the Property as reasonably necessary to inspection, maintenance and/or repair of the Facilities and the preservation of primary and secondary drainageways which are needed to serve stormwater management needs of other properties. Except for emergencies, entry shall be preceded by at least 24 hours' verbal or written notice to Owner, with the right of entry for non-emergency maintenance, repair or preservation purposes first requiring a determination that the Township may do so under the procedure described in Section 8.
- 5. In the absence of a written and recorded document confirming that the Oakland County Drain Commissioner, Township or other government agency has assumed such responsibilities, Owner shall, at its expense perpetually preserve, maintain, and repair all Facilities as necessary for them to be in good working order and to function as designed and intended, with this obligation including all wetlands which are part of the Stormwater Management Plan.
- 6. Owner shall, at its expense, perform the routine, emergency and long-term maintenance of the Facilities as described in Exhibit B, providing at least 14 days' prior written notice to the Township Engineering/Environmental Director of the intention to proceed with respect to each maintenance activity. Maintenance or repair activities not described in Exhibit B shall not be undertaken by Owner without first applying for and obtaining any new Township permits and approvals as may be required by the Ordinance.
- 7. Owner shall maintain a written log of all inspection, maintenance and repair activities on the Facilities and make the log available to the Township upon request.
- 8. (a) If there is a material failure or refusal to maintain the Property or Facilities in the manner and condition required by this Agreement, the Township may serve written notice upon the Owner specifying the deficiencies and the actions required and time allowed for correction. Routine maintenance deficiencies shall be corrected within 30 days of the notice, with maintenance determined to be required by the Township as an emergency to be completed within 36 hours of the notice. The Owners shall cure the specified deficiencies within those times or such longer period as may be approved in writing by the Township.



(b) If the deficiencies are not corrected in the time and manner required by the Township under the notice described in subsection (a), the Township may provide a second written notice to Owner of the right to be heard at a specified time and place for a hearing before the Township Board on the existence of the deficiencies and whether the Township should correct them. At the hearing, the time for correcting the deficiencies and the hearing itself may be extended and/or continued to a date certain. Upon conclusion of the hearing, if the Township Board determines that the material failure or refusal identified in the Township's notices existed and has not been corrected, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Property and perform the maintenance, repair, preservation and other actions necessary to correcting the deficiencies. Upon such a Township Board determination, Owner shall be obligated to advance to and/or reimburse the Township for (as determined by the Township) all costs that have been or will be incurred by the Township in administering and enforcing this Agreement, including actual costs and expenses of inspections, consultants and correction, legal fees and an administrative fee equal to 25% of those amounts.

(c) All notices, determinations, decisions and actions by the Township under this Agreement shall be without liability for trespass and shall not be considered a taking or to vest any rights to use and enjoy the Property in the general public.

(d) Owner's payment to the Township of the costs incurred by the Township in administering and enforcing this Agreement shall be secured by a lien on the Property which may be perfected by filing a Notice of Lien with the Oakland County Register of Deeds. Any of such costs that are not paid by the Owner within 30 days of Township billing shall be delinquent and may be collected by the Township through legal action against the Owner and/or by placement and collection on the tax rolls as a delinquent special assessment. In addition, and not as an alternative to the preceding procedures and remedies, the Township may compel and shall be entitled to specific performance by the Owner of the requirements of this Agreement by action in and Orders and/or Judgments of the Oakland County Circuit Court, with Owner to pay all court costs and attorney fees incurred by the Township in connection with any and all court actions authorized by this subsection.

9. Owner represents and warrants to the Township that it and its signatory have the authority and capacity to execute this Agreement and bind the Property and Owner's heirs, successors, assigns and transferees as provided.

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

A Michigan

By: \_\_\_\_\_

Its:

This Agreement was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, the authorized \_\_\_\_\_ of Owner, \_\_\_\_\_, a \_\_\_\_\_, for and on its behalf.

\_\_\_\_\_  
Notary Public

County of Oakland  
My Commission Expires:  
Acting in County of \_\_\_\_\_

DRAFTED BY:  
Nancy Cooper Green  
2600 Troy Center Drive  
P.O. Box 5025  
Troy, MI 48007-5025

RETURN TO:  
Charter Township of West Bloomfield  
Attn: Township Clerk  
4550 Walnut Lake Road, PO Box 250130  
West Bloomfield, MI 48325-0130

Parcel#  
Recording Fee: \$30.00

