

**COVENANT FOR MAINTENANCE, REPAIR  
AND REPLACEMENT OF STORM DRAINAGE FACILITIES**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as AOwner≅ and the Charter Township of Clinton, a Michigan municipal corporation whose address is 40700 Romeo Plank Road, Clinton Township, Michigan 48038, hereinafter referred to as ATownship.

WHEREAS, the Owner warrants and represents that it is the sole and exclusive owner of the subject premises with full and exclusive authority to execute this Covenant and that all necessary steps precedent to its execution have been undertaken, making the obligation binding upon Owner; and

WHEREAS, the Owner has situated a storm sewer system upon its property which may require more frequent maintenance and maintenance at a higher cost than a system which does not involve similar design characteristics; and

WHEREAS, the Township and Owner are mutually desirous of providing assurances for the future continued maintenance, repair and replacement of storm sewers facilities.

NOW, THEREFORE, in consideration of the covenants herein provided and other good and valuable consideration, the parties agree as follows:

1. Owner warrants and represents that it has sole and exclusive authority and sole and exclusive right, title and interest in the subject property situated in the Charter Township of Clinton, Macomb County, Michigan, legally described as:

(See Attached)

2. Owner agrees that it will maintain, repair and replace any and all storm sewer facilities and that in the event it is contacted by the Charter Township of Clinton Department of Public Works, it will perform any and all maintenance, repair or replacement as indicated by the Department of Public Works. All such work shall be performed by Owner in a timely fashion, completed to the satisfaction of the Township.
3. The Township shall not and it does not serve as a guarantor of the performance of the Owner, nor does the Township make any representations or warranties with regard to the design or capability of storm drainage facilities. The Township may, but is not required, in its sole discretion to elect to repair, replace or maintain storm facilities if in the sole opinion of the Township the Owner has failed to do so. All such charges associated with such work, including administrative costs and professional fees shall be charged to the Owner and payable by the Owner forthwith. As an additional remedy, the Township may elect to collect all such charges in the same manner as provided for as real property taxes including all penalties and interest.
4. This Covenant is inuring to and the benefit and burden shall be binding upon the heirs, successors and assigns of the Owner and is deemed to be running with the land.
5. This Covenant may only be modified in writing by a document executed by the Owner and Township.

