

**MAINTENANCE, REPAIR AND REPLACEMENT OF  
STORM SEWER SYSTEM AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as Owner and the City of Mount Clemens, a Michigan Municipal Corporation, whose address is One Crocker Boulevard, Mount Clemens, Michigan 48043, hereinafter referred to as the City.

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 Agreement 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 City and Owner are mutually desirous of providing assurances for the future continued maintenance, repair and replacement of the storm sewer and detention systems.

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 City of Mount Clemens, Macomb County, Michigan, legally described as:

LEGAL DESCRIPTION HERE

2. Owner agrees that it will maintain, repair and replace any and all **storm sewer system** and that in the event it is contacted by the City of Mount Clemens, it will perform any and all maintenance, repair or replacement as indicated by the City. All such work shall be performed by Owner in a timely fashion, completed to the satisfaction of the City.

3. The City shall not and it does not serve as a guarantor of the performance of the Owner, nor does the City make any representations or warranties with regard to the design or capability of storm sewer system and stone detention system. The City may, but is not required, in its sole discretion to elect to repair, replace or maintain the storm sewer system and/or stone detention system if in the sole opinion of the City the Owner has failed to do so, and Owner grants City the right of entry on to the property for said purposes. 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 City may elect to collect all such charges in the same manner as provided for as real property taxes including all penalties and interest.
  
4. Owner agrees to hold harmless, defend and indemnify City, its agents, officers, employees, elected and appointed officials, successors and assigns, from any and all liability or enforcement action arising out of the operation, maintenance or improvement of the systems, including any and all claims for damages or injury to person or property and all civil and criminal sanctions, penalties, fines or costs.
  
5. This Agreement 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.
  
6. This Agreement may only be modified in writing by a document executed by the Owner and the City.

IN WITNESS HEREOF, Owner sets her hand and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

In the Presence of:

OWNER: \_\_\_\_\_

\_\_\_\_\_

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

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                                      ) ss  
COUNTY OF MACOMB    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me personally  
appeared \_\_\_\_\_, who  
executed the foregoing **MAINTENANCE, REPAIR AND REPLACEMENT OF STORM  
SEWER SYSTEM AGREEMENT**, on behalf of said corporation.

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

\_\_\_\_\_ County, Michigan

Acting in the County of Macomb

My Commission expires: \_\_\_\_\_

CITY: CITY OF MT. CLEMENS, a Michigan  
Municipal Corporation,

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

STATE OF MICHIGAN     )  
                                                      ) ss  
COUNTY OF MACOMB    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me personally  
appeared \_\_\_\_\_, \_\_\_\_\_ of the City of  
Mount Clemens, a Michigan Municipal Corporation, who executed the foregoing  
**MAINTENANCE, REPAIR AND REPLACEMENT OF STORM SEWER SYSTEM  
AGREEMENT**, on behalf of said corporation.

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

Macomb County, Michigan  
My Commission Expires: \_\_\_\_\_

When Recorded Return to:  
City of Mount Clemens Attn:  
One Crocker Blvd., Mt. Clemens, MI 48043