

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

THIS AGREEMENT made and entered into this _____ day of _____, _____ by and between _____ the address of _____ which is _____, hereinafter referred to as Owner, and the City of Lapeer, a Michigan municipal corporation whose address is 576 Liberty Park, Lapeer, Michigan, hereafter referred to as 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 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 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 storm sewer 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 and title and interest in the subject property situated in the City of Lapeer, Lapeer, Michigan, legally described as:

(Include Legal Description)

2. Owner agrees that it will maintain, repair and replace any and all storm sewer facilities in accordance with Exhibit A and that in the event it is contracted by the City of Lapeer it will perform any and all maintenance, repair or replacement as required by the Department of Public Works. All such work shall be performed by Owner in a timely fashion and completed to the satisfaction of the City of Lapeer.
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 drainage facilities. The City 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 City 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 City may elect to collect all such charges in the same manner as provided for 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 the City.

IN WITNESS HEREOF, Owner sets his/her/their hand(s) and seal(s) this _____ day of _____, _____.

In the Presence of:

OWNER:

Witness Signature

Owner Signature

Printed Name

Printed Name

STATE OF MICHIGAN
COUNTY OF LAPEER

On the _____ day of _____, _____, the foregoing Master Deed was acknowledged before me by _____, for and on behalf of the corporation, and _____ for and on behalf of the limited liability company, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be its free act and deed.

Notary Signature

My Commission Expires:

Notary Public, _____, Michigan

Acting in _____

CITY OF LAPEER

By: _____
Bill Sprague its Mayor

By: _____
Dale Kerbyson its Manager

STATE OF MICHIGAN
COUNTY OF LAPEER

On the _____ day of _____, _____, the foregoing Master Deed was acknowledged before me by _____, for and on behalf of the corporation, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be its free act and deed.

Notary Signature

My Commission Expires:

Notary Public, _____

Acting in _____

In the Presence of:

OWNER:

Witness Signature

Owner Signature

Printed Name

Printed Name