

## STORMWATER FACILITIES MAINTENANCE AGREEMENT

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (hereinafter the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and among the **Charter Township of Washington**, a municipal corporation, with principal offices located at 57900 Van Dyke, Washington, MI 48094, hereinafter referred to as "Township" and **Canter Farms Association**, a Michigan nonprofit corporation, whose address is 38700 Van Dyke, Suite 200, Sterling Heights, MI 48312, hereinafter referred to as "Association").

### RECITALS

- A. Landmark VII, Inc., a Michigan corporation, hereinafter referred to as "Developer" developed the property more particularly described in **Exhibit A** attached hereto, which property is located in Washington Township, Macomb County, Michigan known as Canter Farms Condominium, hereinafter the "Condominium", as and recorded the Master Deed in Liber \_\_\_\_\_, Pages \_\_\_\_\_, inclusive, Macomb County Records (hereinafter referred to as the "Master Deed").
- B. The Developer has situated a storm drainage system and facilities consisting of open drainage ditches, catch basins and storm sewer pipes, and a retention basin area upon the General Common Elements of the Condominium to provide adequate drainage in accordance with all applicable Township standards and as more particularly depicted in **Exhibit B**, attached hereto (hereinafter referred to as "Stormwater Facilities") which may require periodic maintenance and repairs.
- C.
- D. The Association, by powers bestowed upon it under the Master Deed, has full and exclusive authority to execute this Covenant and that all necessary steps precedent to its execution have been undertaken, making the obligations binding upon the Association.
- E. Accordingly, the Township and Association are mutually desirous of providing assurances for the future continued maintenance, repair, replacement of the Stormwater Facilities.

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AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Township and the Association agree as follows:

1. The Association warrants and represents that it has sole and exclusive authority to make the covenants contained herein with respect to the Condominium.
2. The Association shall enforce the Master Deed, as it relates to maintenance of the Stormwater Facilities required to be performed by Unit owners ("Unit Owner Maintenance Responsibility"). As provided in the Master Deed, should a Unit owner fail to maintain said systems, located exclusively within their Unit, or in the area within the public right of way directly in front of their Unit, the Association shall perform the Unit Owner Maintenance Responsibility. Unit Owner Maintenance Responsibility shall include but is not limited to: (i) removing accumulated sediment, trash, and debris including in ditches and culvert areas; (ii) controlling the effects of erosion; (iii) lawn mowing and landscaping of that portion of the Stormwater Facilities located within their Unit; and (iv) any other maintenance that is reasonable and necessary to facilitate and continue the proper operation of the Stormwater Facilities.
3. The Association shall be responsible for all maintenance of Stormwater Facilities that are not the responsibility of Unit owners ("Association Maintenance Responsibility"). Association Maintenance Responsibility shall include the following functions even if occurring within the boundaries of a Unit: (i) maintaining storm sewer and structures; (ii) inspection of storm sewer structures and pipes for structural integrity; (iii) inspection and cleaning of storm sewer and catch basins upstream from the retention system; (iv) any other maintenance that is reasonable and necessary to facilitate and continue the proper operation of the Stormwater Facilities. The Association shall not deposit materials, or undertake dredging, removal of soil or other materials, constructing, operating or maintaining any use or development and/or draining water from or to the Stormwater Facilities nor permit others under its control to do so. The Association shall coordinate and seek approval from the Road Commission for Oakland County should any improvement function reside within the public right of way.
4. The Association, its successors and assigns shall retain ownership and jurisdiction over the Stormwater Facilities with its rights and remedies under any applicable statute, ordinance, rule or regulation are hereby preserved.
5. The Association, its successors and assigns shall grant necessary and reasonable access to the Township as required to carry out the purpose and intent of this Agreement.
6. In the event the Unit owners, and/or the Association, fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management, of the Stormwater Facilities, the Township shall have the right, to enter the Condominium and take any necessary corrective action and then assess all costs, expenses and charges for the same against the individual Unit owners, or Association, of any Unit or General Common Element according to such apportionment as is set forth in the Master Deed. The Unit owners and/or Association, their agents, representatives, successors and assigns shall be jointly and severally liable for each such Unit owner's proportionate share of the reasonable cost and expenses incurred by the Township to discharge such responsibilities. Such costs, expenses and charges shall be due and owing upon written demand and notice by the Township to the Association at the last known address of the Association filed with the Township's Clerk and to the address of the Unit owners as set forth in the existing tax rolls. Such notice shall be sent by first-class mail, postage prepaid and a proof of service of said mailing shall be evidence of the Township's compliance with the notice requirement contained herein. Such costs, expenses and charges, if not paid within thirty (30) days following such written demand and notice, shall become a lien on the Unit(s) or General Common Element exhibiting the violation, to be collected by placing such amount on the next annual delinquent tax roll, to accrue interest and penalties, and to be collected in the manner provided by law for the collection of delinquent real property taxes. The foregoing shall not be the exclusive right or remedy of the Township, and the rights and remedies provided to the Township by statute, ordinance, agreement or other provision of these restrictions shall be preserved.
7. The Township, its employees, agents, independent contractors, successors and assigns, are hereby granted an irrevocable license to enter, only to the extent necessary upon and across the Condominium, from the nearest adjacent public right-of-way, at any time for the purpose of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing any improvements which are the subject of any agreements between the Association and the Township or the Developer and the County of Macomb, Michigan ("County"). Notwithstanding any of the foregoing, the license granted pursuant to this Article shall not entitle the Township, its employees, agents, independent contractors, successors and assigns, to do any act or thing or exercise any power which would interfere with or disturb the use or enjoyment, future or otherwise, of the Association, including, but not limited to the Unit owner(s) responsible for the obligations hereunder.
8. Entry upon the Condominium by the Township, its agents, employees, or independent contractors shall not be construed as

a dedication to the Township or an acceptance of title by the Township. The Township does not, by its exercise of any right under such License or Agreement, act as the agents or beneficiaries of the Developer, Association or Unit owner(s) and the Township shall in any event retain its full governmental immunity. The Township's only obligation arising out of this Agreement shall be to sign the Land Development and Utility Permit, issued by the Township, for the construction of the proposed Stormwater Facilities. Any other act, right, or obligation of the Township, either specifically or by implication, arising from or occurring as a result of this Agreement, the agreement between the County and the Township, or the Master Deed shall be done or omitted by the Township in its sole and exclusive discretion. The Township shall not be liable for damages, by specific performance or otherwise, through the Association any Unit owner or owners in the Condominium, by reason of or from any matter in connection with this Agreement, the agreement between the County and the Township, or the Master Deed.

9. The Association, as successors to the Developer, shall maintain liability insurance in sufficient amounts for the purpose of protecting itself and the Township against damages resulting in the failure to maintain its Stormwater Facilities . The Township shall be named an additional insured on any such policies, and the policies shall state that they may not be cancelled without prior written notice to the Township and a reasonable opportunity for the Township to pay the premium. The Association shall provide proof of insurance to the Township on an annual basis, at least thirty (30) days before the expiration of such policies.
10. This agreement shall be recorded at the Macomb County Register of Deeds at the Association's expense.

**IN WITNESS WHEREOF**, the undersigned has set her hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ASSOCIATION:**

**CANTER FARMS ASSOCIATION, a Michigan nonprofit corporation**

\_\_\_\_\_  
By: Emily D'Agostini Kunath  
Its: Authorized Agent

STATE OF MICHIGAN                    )  
                                                  ) SS.  
COUNTY OF MACOMB        )

On this \_\_\_\_ day of \_\_\_\_\_ 2024 before me, a Notary Public in and for said County, personally Emily D'Agostini Kunath, to me known to be the person described herein, who executed the within instrument and acknowledged the same to be her free act and deed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
County, Michigan

My commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County



**Exhibit A**  
**Legal Description**

DESCRIPTION OF A 50.473 ACRE PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWN 4 NORTH, RANGE 12 EAST, WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 16, TOWN 4 NORTH, RANGE 12 EAST, WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN; THENCE N02°25'22"W (RECORDED AS N01°43'30"E) 275.00 FEET ALONG THE WEST LINE OF SAID SECTION 16, LYING IN MOUND ROAD (66 FEET WIDE) FOR A PLACE OF BEGINNING; THENCE CONTINUING N02°25'22"W 596.77 FEET (RECORDED AS N01°43'30"E 596.77 FEET) ALONG THE WEST LINE OF SAID SECTION 16, LYING IN SAID MOUND ROAD; THENCE N87°15'21"E 2681.81 FEET (RECORDED AS S88°35'47"E 2681.81 FEET); THENCE S02°08'59"E 871.80 FEET (RECORDED AS S01°59'52"W 871.80 FEET AND S01°59'39"W 871.80 FEET) ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 16 (AS MONUMENTED); THENCE S87°15'21"W (RECORDED AS N88°35'47"W AND N88°36'10"W AND PLATTED AS S88°32'38"E) 2177.66 FEET (RECORDED AS 2177.55 FEET) ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 16, ALSO BEING THE NORTH LINE OF STRATFORD NO. 2 SUBDIVISION, AS RECORDED IN LIBER 157 OF PLATS, PAGES 18-29, MACOMB COUNTY RECORDS, AND IT'S WESTERLY EXTENSION THEREOF; THENCE N02°25'22"W 275.00 FEET (RECORDED AS N01°43'30"E 275.00 FEET); THENCE S87°14'58"W 500.00 FEET (RECORDED AS N88°36'10"W 500.00 FEET) TO THE PLACE OF BEGINNING, CONTAINING 50.473 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 33 FEET THEREOF AS OCCUPIED BY SAID MOUND ROAD, AND ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

