

CRITERIA FOR RECORDING LEGAL DOCUMENTS

- **ALL WRITING & SIGNATURES MUST BE IN BLACK INK!**
- First page margin must be 2 ½" from the top. Side and bottom margins can be no smaller than ½". Any attached pages should have a minimum ½" margin on all four sides.
- Font can be no smaller than 11 point.
- Make sure that all-blank spaces such as date, considerations, address and drafted by, are all properly filled in.
- The document requires **two** witnesses per signature. If the document requires two signatures, the same two people may witness both signatures. If the document only requires one signature, this signature still needs two witnesses, **by two different persons**.
- All signatures must have their legal name printed or typed beneath them (both the principle signature(s) and the witness signature(s)).
- All principle signatures **must be notarized**. The notary is required to show their printed name, county of commission and expiration date. The notary acknowledgement must be filled out completely, including the name and title of the signature that is being notarized.
- If the person is signing on behalf of a Corporation or Company, his/her **name and authorized title** within the Corporation/Company must be printed or typed beneath his/her signature. If it is a Limited Partnership, the document does not have to be signed by both partners but the person signing must print or type **name and authorized title** beneath signature.
- The **marital status** of males must be shown on residential (non-commercial) documents. If married, both the husband and wife must sign the document with their legal name printed or typed beneath their signature along with the title, husband or wife.
- The document **must** include the **name and address of the individual drafter**.
- The acceptable size of paper is as follows: Minimum (8.5" x 11") Maximum (8.5" x 14"). This size paper is also required for all attachments to legal documents.
- The required weight of paper to be used for legal documents and any attachments is a minimum of 20 pounds, which is the weight of regular copy paper.
- All attachments should be labeled at the top of each page (ie. Exhibit A)

For further guidelines more specific to easement documents, please refer to EASEMENT DEDICATION.

EASEMENT DEDICATION

The following guidelines are to be used along with the “REFERENCE COPY” standard easement form when dedicating easements for public utilities within the City of Farmington Hills, Michigan. By following these guidelines and the “Criteria for Recording Legal Documents”, the easement can be processed more efficiently, as they minimize the chance of rejection by Oakland County Register of Deed’s.

To more clearly understand the form, the following items explain the requirements necessary to complete the standard easement form (refer to the “REFERENCE COPY” standard easement).

******* USE BLACK INK ONLY *******

1. Complete legal name of owner(s), partnerships or corporations. If dual ownership, both names shall be included (i.e. John A. Smith and Joan M. Smith, his wife, or John Jones and Peter Anderson, partnership).
2. Correct address of owners dedicating easement.
3. Type of utility for which easement is being granted (water main, sanitary sewer, storm sewer, storm drainage, sidewalk, etc.)
4. Exact legal description of easement.
5. Date of signatures.
6. Signatures of witnesses with full name printed or typed respectively beneath it. Please note initials of first name **are not acceptable** and that **a minimum of two witness** signatures is required.
7. Signature of owner(s) dedicating easement with full name printed or typed beneath it along with their authorized title (president, partner, wife). Please note that initials of first name **are not acceptable**. If dually owned, both husband and wife, partners must sign. If owner is Corporation, a minimum of two signatures of corporate officers shall be used when dedicating easement.
8. Public notary signature and date of notarization along with declaration of “act of freewill.” Please note that the notary can be from anywhere in the USA, not necessarily from Oakland County.
9. Name of person that drafted legal description of easement, the firm he represents and that complete address of said firm.

***All attachments should be labeled at the top of each page (ie. Exhibit A)**

For further guidelines for all legal documents, please refer to CRITERIA FOR RECORDING LEGAL DOCUMENTS.

CITY OF FARMINGTON HILLS

AGREEMENT FOR STORM WATER DETENTION & DISCHARGE RESTRICTION SYSTEM

THIS AGREEMENT is made this _____ day of _____ 20 ____, by and between _____, whose address is _____, (hereinafter "Owner"), and the City of Farmington Hills, a Municipal Corporation organized and existing under the laws of the State of Michigan, whose address is 31555 Eleven Mile Road, Farmington Hills, Michigan, (hereinafter "City").

W I T N E S S E T H:

WHEREAS, Owner owns certain real property located in the City of Farmington Hills, Oakland County, Michigan, commonly known as Sidwell # 22-23-_____, as more particularly described in Exhibit "A", attached hereto and made a part hereof, on which Owner intends to develop _____

WHEREAS, Owner has received all necessary site approvals for said development from the City, and now seeks to obtain approval of the construction plans from the City; and

WHEREAS, to facilitate approval of the final construction plans, the City and Owner wish to enter into an Agreement for the benefit of said property regarding the construction and maintenance of a Storm Water Detention and Discharge Restriction System (part of the surface water drainage system necessary to facilitate this development, as indicated on the plan of Grading and/or Storm Drainage) on the real property particularly described in Exhibit "B", attached hereto and made a part hereof (such property and improvements hereinafter referred to collectively as the "Detention System").

NOW, THEREFORE, in consideration of the foregoing and of the final approval of the construction plans by City of Farmington Hills, and of the mutual covenants contained herein, the parties hereto agree as follows:

1. Owner shall construct and continually maintain the Detention System on the real property described in Exhibit "B", in accordance with plans previously submitted to and approved by the City and in compliance with all applicable state and local laws, which System shall be utilized for drainage and/or water detention as approved by the City. Reference is made to the plans for (type of detention) _____, which were prepared by _____, dated _____ and approved by the Farmington Hills Engineering Division on _____.

2. The forebay, manufactured treatment system, or other water quality alternative shall be continually maintained to perform as originally designed.

3. All landscaping, planting or other items on the entire site, Exhibit "A", shall be placed and continually maintained so as not to interfere, impede, or obstruct the flow of water and/or the purpose of the said System.

4. Owner hereby conveys to the City an easement over, on and in the property described in Exhibit "C", attached hereto and made a part hereof, which easement shall be for the purpose of access to the Detention System for the maintenance, renovation, and repair thereof, should the Owner fail to properly maintain same after notice to do so from the City.

5. In the event that the Owner shall at any time fail to maintain the Detention System in reasonable order and condition, the City may serve written notice upon the Owner at the address as shown on the City tax rolls setting forth the manner in which the Owner has failed to maintain the Detention System in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within a reasonable time as stated therein. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said time limits or any extension thereof, the City, in order to preserve the taxable values of the subject property and to prevent the Detention System from becoming a public or private nuisance, may enter upon said System and may repair and maintain the same. Said repair and maintenance by the City shall not constitute a taking of the said System, nor vest in the public any right to use the same. The cost of such repair and/or maintenance by the City, including reasonable administrative costs, shall be assessed against the property described on Exhibit "A" on the same basis as City taxes are assessed, and shall become a lien on said property. Said costs may be collected in the same manner as City taxes are collected. The City at the time of entering upon said Detention System for the purpose of repair and/or maintenance may file a notice of lien in the office of the Register of Deeds of the County of Oakland upon the property affected by the lien. If said costs are not paid by the Owner, the City may pursue the collection of same through appropriate court actions and in such case, the Owner shall pay in addition to said costs all costs of litigation, including attorney fees.

6. Owner agrees that this Agreement shall be recorded and that the land described on Exhibit "A" shall be subject to the covenants and obligations contained herein, and the covenants and obligations shall inure to the benefit of and be enforceable by the City, or the Owner and/or their respective legal representatives, heirs, successors, and assigns.

7. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

8. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at the City of Farmington Hills, Oakland County, Michigan, on the date above written.

Witnessed By:

OWNER

By: _____

*

*

By: _____

*

*

STATE OF MICHIGAN)
 } SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____.

Notary Public
_____ County, Michigan

My Commission Expires: _____

Witnessed By:

CITY OF FARMINGTON HILLS,
a Michigan Municipal Corporation

By: _____

KAREN MONDORA, P.E.
Director, Department of Public Services

By: _____

PAMELA B. SMITH
City Clerk

STATE OF MICHIGAN)
 } SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Karen Mondora, Director of Public Services, and Pamela B. Smith, City Clerk, of the City of Farmington Hills, a Michigan Municipal Corporation, on behalf of the City.

Notary Public
_____ County, Michigan

My Commission Expires: _____

Drafted By:

When recorded, return to:
Pamela B. Smith, City Clerk
City of Farmington Hills
31555 Eleven Mile Road
Farmington Hills, MI 48336