

Maintenance Agreement

Whereas, _____, whose address is: _____
_____ (herein after Developer), does
own certain property legally described as follows:

Whereas, Developer has submitted a proposed _____ which is to
be known as _____; and

Whereas, said _____ proposes certain storm water
drainage facilities, including, but not limited to, the addition of storm sewer piping, collection structures,
including outflow pipe and rock chute outfall, and

Whereas, the Mecosta County Drain Commissioner, has reviewed the proposed drainage plan and
outlets; and

Whereas, the Mecosta County Drain Commissioner has indicated that the storm water drainage facilities,
as detailed in the plans prepared by: _____ are adequate,
provided that Developer provides the Maintenance Agreement and the Maintenance Plan & Budget for
the referenced storm water; and

Whereas, Developer has agreed to provide for maintenance of the storm water drainage facilities.

Now, Therefore, it is Hereby Agreed:

1. That, Developer shall construct all improvements, as set forth in the plans dated
_____.
2. That, in the event any changes or alterations are to be made to the detailed facilities which
affects flow, capacity or locations, or the nature of the improvements, said changes are to be
approved, in writing, by the Mecosta County Drain Commissioner and any such changes will
be noted as to be in compliance with the Maintenance Agreement.
3. That, the Developer shall maintain, at its expense, the drainage facilities to include, but not
limited to, annual removal of accumulated sediment, quarterly removal of debris and other
obstructions which alter or reduce the effective operation of the drainage facilities capacity or
function, maintenance of inlets and/or outlets. Detention basin inspection to be completed on
an annual basis.

4. That, in the event the Developer does sell, convey or transfer title to any or part of the above described lands, the successor, or successors in interest shall be responsible for the costs and maintenance of the storm water drainage facilities detailed on the approved plans prepared by _____ dated _____. Upon the sale, conveyance or transfer of interest by Developer, Developer shall notify the Mecosta County Drain Commissioner of such sale, conveyance or transfer specifying the name of the successor in interest and the description of the lands conveyed.
5. That in the event that the storm water facilities maintenance is not conducted the Mecosta County Drain Commissioner shall notify Developer, specifying the necessary maintenance. Within thirty (30) days of the notice, Developer shall perform the specified routine maintenance, at its expense. Within thirty-six (36) hours of notice, Developer shall perform any specified emergency maintenance.
6. That, in the event Developer fails to perform the maintenance so specified, the Mecosta County Drain Commissioner can either perform the maintenance or contract with third parties to perform the maintenance. In either instance, Developer shall be responsible for all actual costs and expenses incurred for the specified maintenance and Developer shall pay within thirty (30) days of the receipt of the statement. If Developer fails to pay the amount set forth in the statement the Mecosta County Drain Commissioner may place a lien, or encumbrance against the land described, to include an assessment to be made by the Mecosta County Treasurer, as taxes due and owing or repayment of cost incurred by the Mecosta County Drain Commissioner. Drain Commissioner may also collect as an ordinary debt.
7. That, Developer, at its expense, shall secure from the affected owners of land, all necessary easements and releases of right of way for the facilities, which easements and releases of right of way are to be recorded with the Mecosta County Register of Deeds and which easement or releases of rights of way will not be altered, amended, vacated, released or abandoned, without prior written approval of the Mecosta County Drain Commissioner.

It is further agreed, that neither party will undertake any action, or neglect or refuse to perform any act which increases the burden of the other party in the performance of the agreement. Further, neither party will perform any act of neglect or refuse to perform any act which increases the likelihood or causes damage to person or property of the other.

It is further agreed, that this agreement shall be interpreted by and enforced according to Michigan Law.

It is further agreed, that this document shall be executed in recordable form and recorded in the office of the Mecosta County Register of Deeds.

It is further agreed, that the term "Developer" shall include its heirs, assigns, and/or successors in interest and the term "Mecosta County Drain Commissioner" shall include its assigns and/or successors in interest.

It is further agreed, that any amendments to this agreement shall be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20_____.

(Company)

Signature

Print Name

Title

Signature

Print Name

Title

STATE OF: _____
COUNTY OF: _____

On this day _____, before me
personally appeared:

Title of _____

Company _____

Signature

Print Name

I Hereby state I am a Notary in the County of _____ and acting in _____

Commission expires on _____

DRAFTED BY:
NAME: _____
ADDRESS: _____

Signature

Print Name

Title

Address

STATE OF: _____
COUNTY OF: _____

On this day _____, before me
personally appeared:

Title of _____

Signature

Print Name

I Hereby state I am a Notary in the County of _____ and acting in _____

Commission expires on _____

