

MAINTENANCE AGREEMENT

This Agreement entered into the _____ day of _____, 20____, by and between City of Mt. Pleasant, 320 W Broadway, Mt. Pleasant, MI 48858. and _____, who/which has a principal address of _____ (“Landowner/Developer”).

Whereas, Landowner/Developer is the owner of certain real property as legally described in Exhibit A attached hereto.

Whereas, Landowner/Developer proposes the construction of a storm sewer system (“the system”) to serve all or a portion of the properties to be developed on the lands described in Exhibit A.

Now therefore it is hereby agreed:

1. Landowner/Developer shall be responsible for the operation and maintenance of the system and for the payment of all costs associated therewith.
2. Landowner/Developer grants and conveys to the City of Mt. Pleasant a right of entry on to the property for purposes of inspection of the system to determine the need for maintenance or improvement.
3. Landowner/Developer shall at its sole cost and expense retain the services of a licensed operator for the system, to the extent that such services are necessary for the safe and efficient operation of the system, or to the extent required by the City as a condition of issuing a storm water permit.
4. Landowner/Developer shall ensure that the system is operated and maintained in compliance with all federal, state and local statutes, laws, ordinances, authorizations, rules, regulations and permits.
5. In the event that any inspection report indicates the need for maintenance or improvement to any part of the system, Landowner/Developer shall cause such work to be done in a timely manner.
6. If as a result of an inspection, the City of Mt. Pleasant determines the need for maintenance or improvement of the system, it shall notify the Landowner/Developer of the necessary maintenance in writing, setting forth the specific details thereof. Upon receiving notice from the City of Mt. Pleasant, Landowner/Developer shall cause the specified maintenance and improvement to be completed within

30 days or within such other time period as may be specified by the City of Mt. Pleasant. In the event that the work specified by the City of Mt. Pleasant is not completed in a timely manner, the City of Mt. Pleasant shall cause the work to be performed. Landowner/Developer shall be responsible for the payment of all costs incurred by the City of Mt. Pleasant as a result, with payment to be made within 30 days of invoice. If payment is not made in a timely manner, the City of Mt. Pleasant may seek collection by all means allowed under the law, and may levy a special assessment against any properties benefiting from the system, which special assessment will be a lien against the lands until paid or collected as allowed for the collection of taxes and assessments under the laws of the State of Michigan.

7. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their representatives, assigns or successors and may not be modified without both parties' prior written approval. Landowner/Developer shall notify the City of Mt. Pleasant of any representatives, assigns, or successors, including the name, address, and telephone number of any such individuals or entities.

8. Landowner/Developer shall hold harmless, defend and indemnify the City of Mt. Pleasant, its employees, and agents from any and all liability or enforcement action arising out of the operation, maintenance or improvement of the system including any and all claims for damages or injury to person or property and any and all civil and criminal sanctions, penalties, fines or costs.

9. Once executed this Agreement shall be recorded with the Isabella County Register of Deeds, Landowner/Developer shall, within 30 days of invoicing, pay all costs of recording and all legal fees incurred in the preparation of this agreement.

John Zang
Director of Public Works
City of Mt. Pleasant

STATE OF MICHIGAN)
)ss
COUNTY OF ISABELLA)

On this _____ of _____, 20____ before me, a Notary Public in and for said County, appeared John Zang, City of Mt. Pleasant Director of Public Works, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

_____, Notary Public
Acting in Isabella County, Michigan
My Commission Expires: _____

By: _____
_____, Landowner/Developer

STATE OF MICHIGAN)
)ss
COUNTY OF ISABELLA)

On this _____ of _____, 20____ before me, a Notary Public in and for said County, appeared _____, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

_____, Notary Public
Acting in _____ County, _____
My Commission Expires: _____

Prepared by and after recording return to: