

MAINTENANCE AGREEMENT

(for County Drain Systems)

THIS AGREEMENT is made and entered into effective the ____ day of _____, _____, by and between the Montcalm County Drain Commissioner's Office, at 211 W. Main Street, PO Box 368, Stanton, MI 48888, hereinafter referred to as "the Drain Commissioner" and _____, of _____, its assigns and successors in interest, hereinafter referred to as "the Owner."

[Owners Name], as "Owner(s)" of the property described below, in accordance with Montcalm County Drain Commissioner "Site Development Rules," agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and conditions. The Owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended function in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal description of the real estate for which this Agreement applies ("Property").

Exhibit B: Location map(s) showing a location of the Property and an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Long-term Maintenance Plan ("Plan") that prescribes those activities that must be carried out to maintain compliance with this Agreement.

Through this Agreement, the Owner(s) hereby subjects the Property to the following covenants, conditions, and restrictions:

1. Storm water runoff control facilities and measures have been constructed and will be perpetually maintained upon the Property in accordance with the Plan, and as hereinafter set forth, at the sole cost and expense of the Owner and all future owners of the Property until such obligation is released, discharged or modified by the Drain Commissioner.
2. The obligation of owners of the Property to maintain and continue the storm water runoff control facilities and measures in accordance with the Plan and as otherwise herein set forth shall be deemed to be a covenant running with the land and specifically enforceable against current and future owners of the Property.
3. The Owner, its successors and assigns, hereby grant permission to the Drain Commissioner, its authorized agents and employees, to enter upon the property and to inspect the storm water BMP facilities whenever the Drain Commissioner deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facility including storm water reuse facilities, pervious pavement and vegetated roofs. When deficiencies are noted, the Drain Commissioner shall notify the Owner, its successors and assigns, and provide information from the inspection, its findings, and its evaluations and conclusions.

4. In the event that the storm water facilities maintenance is not conducted, the Drain Commissioner shall notify Owner, specifying the necessary maintenance. Within thirty (30) days of the notice, Owner shall perform the specified routine maintenance, at its expense. Within thirty-six (36) hours of notice, Owner shall perform any specified emergency maintenance.
5. Owner, at its expense, shall secure from the affected owners of land, all necessary easements and releases of right-of-way for the storm water facilities, which easements and releases of right-of-way are to be recorded with the County Register of Deeds. The easements shall be granted to the established County Drain Drainage District.
6. In the event Owner fails to perform the maintenance so specified, the Drain Commissioner can either perform the maintenance or contract with third parties to perform the maintenance. In either instance, Owner shall be responsible for all actual costs and expenses incurred for the specified maintenance and Owner shall pay within thirty (30) days of the receipt of the statement. If Owner fails to pay the amount set forth in the statement the Drain Commissioner may place a lien, or encumbrance against the land described, to include an assessment to be made by the County Treasurer, as taxes due and owing or repayment of cost incurred by the Drain Commissioner. Drain Commissioner may also collect as an ordinary debt.

This Agreement and its attachments as affecting the Property shall be recorded in the office of the Register of Deeds or the County of Montcalm, State of Michigan. This Agreement is binding on the parties, their assigns and successors in interest and is intended and deemed to run with the land.

Signature

Signature

Print Name

Print Name

Title

Montcalm County Drain Commissioner
Title

STATE OF: _____
COUNTY OF: _____

STATE OF: _____
COUNTY OF: _____

On this ____ day of _____, 20____
before me personally appeared

On this ____ day of _____, 20____
before me personally appeared

_____,
and _____ title of _____

_____,
and _____ title of _____

Signature Date

Signature Date

Print Name

Print Name

I Hereby state I am a Notary in the County
of _____, and my commission expires
on _____.

I Hereby state I am a Notary in the County
of _____, and my commission expires
on _____.

DRAFTED BY:
NAME: _____
ADDRESS: _____
