

MAINTENANCE AGREEMENT

This Agreement entered into the Week Day day of Date, 20Year, by and between Roger H. Zilke, Berrien County Drain Commissioner (“Drain Commissioner”), 701 Main, St. Joseph, Michigan and Enter Landowner/Developer Name and Address.

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. That Landowner/Developer, its assigns and successors in interest, shall be responsible for the operation and maintenance of the system and for the payment of all costs associated therewith.
2. That Landowner/Developer, its assigns and successors in interest do grant and convey to the Drain Commissioner the right of entry on to the property for purposes of inspection of the system to determine the need for maintenance or improvement.
3. That if required, Landowner/Developer, its assigns and successors in interest shall retain the services of a licensed operator for the system and pay all costs attendant thereto.
4. That Landowner/Developer, its assigns and successors in interest shall operate and maintain the system in compliance with all federal, state and local statutes, laws, ordinances, authorizations, rules, regulations and permits.

5. That in the event that any inspection report indicates the need for maintenance or improvement to any part of the system, Landowner/Developer, its assigns and successors in interest shall cause such work to be done in a timely manner.
6. That if as a result of an inspection, the Drain Commissioner determines the need for maintenance or improvement of the system, he shall notify the Landowner/Developer, its assigns and successors in interest of the necessary maintenance, setting forth the specific details thereof, in writing upon receipt of notice from the Drain Commissioner, Landowner/Developer, its assigns or successors in interest shall cause the specified maintenance and improvement to be completed within 30 days of the receipt of notice or such time period as may otherwise be specified by the Drain Commissioner. In the event that the work specified by the Drain Commissioner is not completed in the specified time, Drain Commissioner shall cause the work to be performed and Landowner/Developer, its assigns or successors in interest shall be responsible for the payment of all costs therefore incurred by the Drain Commissioner, payment to be made within 30 days of invoice. If payment is not made the Drain Commissioner is authorized to seek collection by all means allowed under law or may levy special assessment against 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. That Landowner/Developer shall notify, in writing, of the name and address and telephone number of any assigned or successors in interest.
8. That Landowner/Developer, its assigns and successors in interest shall be responsible for all costs incurred by the Drain Commissioner for the operation, maintenance or improvement of the system, inspection and engineering costs, administration costs, attorneys fees and costs including fees and costs incurred in the preparation of this document.
9. That Landowner/Developer, its assigns or successors in interest agree to hold harmless, defend and indemnify the Drain Commissioner, his employees, agents and contractors and the County of Berrien 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.

10. Once executed this Agreement shall be recorded with the Berrien County Register of Deeds, Landowner/Developer shall pay all costs of recording and all legal fees incurred in the preparation of this agreement.

Prepared By:

Roger H. Zilke
Berrien County Drain Commissioner
701 Main Street
St. Joseph, MI 49085
Telephone: (269) 983-7111

Return To:

Roger H. Zilke
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701 Main Street
St. Joseph, MI 49085
Telephone: (269) 983-7111

Roger H. Zilke
Berrien County Drain Commissioner

STATE OF MICHIGAN)
)ss
COUNTY OF BERRIEN)

On this Week Day day of Date, 20Year before me, a Notary Public in and for said County, appeared Roger H. Zilke, Berrien County Drain Commissioner, 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.

Anne S. Hendrix, Notary Public
Berrien County, Michigan
My Commission Expires: 04/07/2013
Acting in the County of Berrien

