

MAINTENANCE AGREEMENT

This Agreement entered into the ____ of _____, 20__ by and between the Shiawassee County Drain Commissioner's Office ("Drain Commissioner"), 1024 Shiawassee St., Corunna, Michigan 48817 and XYZ Temp LLC, 123 Main Avenue, Any City, MI, 12345, ("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. 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 storm water professional for the system and pay all related costs 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 and pay for all costs incurred by the Drain Commissioner related to such inspection.
6. That if as a result of an inspection, the Drain Commissioner determines the need for maintenance or improvement of the system, he shall send written notification to the Landowner/Developer, its assigns and successors in interest, 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 90 days of the receipt of notice or such time period as may otherwise be specified by the Drain Commissioner or reasonably required for completion of such repairs provided Landowner/Developer, the successors or assigns, has commenced such repairs and be diligently pursuing same to completion. 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 including engineering, legal and court fees 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 a special assessment against this property, in the form of 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 record this Agreement to provide notice to its successors in interest of due obligations hereunder.
8. That Landowner/Developer, its assigns and successors in interest shall be responsible for all costs incurred by the Drain Commissioner for enforcement of this Agreement including any maintenance or improvement of the system, inspection and engineering costs, administration costs and reasonable attorney's fees.
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

