



GROSSE ILE TOWNSHIP
Department of Public Services

BUILDING & ZONING

9601 Groh Road
Grosse Ile MI 48138
Monday-Friday, 8am-5pm
(734) 676-4422 phone
(734) 692-9699 fax
www.grosseile.com

Drainage Improvement Maintenance Agreement

THIS DRAINAGE IMPROVEMENT MAINTENANCE AGREEMENT ("Agreement") between

Name
and Grosse Ile Township ("Township") is effective the day signed by the property owner below.

WHEREAS, Owner is the current owner of the following property situated in the Township of Grosse Ile, State of Michigan: _____ ("Property"); and (Property Address) _____
Property Address

WHEREAS, Owner has submitted documentation, in the form of the attached Exhibit A, to the Township, sufficient for the Township's payment of certain grant funds as determined by the Township in its sole and absolute discretion, in connection with improvements for drainage on and for the Property which is attached hereto as Exhibit A and incorporated herein (improvements, as described on Exhibit A referred to as: "Improvements"); and,

WHEREAS, the parties desire to execute this Agreement regarding the rights and responsibilities, including maintenance of the Improvements.

NOW, THEREFORE, in consideration of the respective agreements and commitments set forth herein, and other good and valuable consideration, including but not limited to the payment of certain grant funds, the receipt and sufficiency of which is hereby acknowledged by each of the parties, it is hereby agreed by and between Township and Owner as follows:

- 1. Maintenance of Improvements.** Owner covenants and agrees that it will, keep the Improvements, including but not limited, electrical wiring contained therein, and every part thereof in good working order, condition and repair. Owner also covenants and agrees to maintain all utility services, including but not limited to the payment of all fees and charges, as required by the Improvements. The Township of Grosse Ile agrees to pay 50% of the maintenance of the maintenance improvements.
- 2. Indemnification.** Owner shall indemnify and hold harmless Township, and its respective officials, board members, employees, representatives, attorneys, agents, successors and assigns, from and against any and all claims, losses, liabilities, damages and expenses, including reasonable attorney fees, which may be sustained, suffered or incurred by any of such parties arising from or by reason of, directly or indirectly, (a) any damage to any property or injury or death to any person related to the Improvement from any cause whatsoever; (b) Owner's breach of any of the representations, warranties, covenants and agreements made in this Agreement; or (c) Owner's operation and maintenance of the Improvement.
- 3. Default.** If Owner shall fail to perform or comply in any respect with any of the terms, covenants, conditions or warranties contained in this Agreement, the same shall constitute a default hereunder. If such default shall continue and not be cured for a period of thirty (30) days after written notice of such default and demand thereof is received by the Owner from the Township, and the Owner shall not within such period have commenced and thereafter diligently prosecute such efforts as may be necessary to cure such default, then, and in such event, the Township may exercise the remedies set forth herein. Failure to exercise any remedy shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.
- 4. Compliance with Laws.** Owner shall use and maintain the Improvement in compliance with all laws, ordinances, regulations, rules and restrictions applicable thereto, and shall comply in all respects with all laws (including, without limitation, any and all environmental laws), ordinances, regulations and orders of all public authorities having jurisdiction thereof relating to the Improvement.
- 5. Township's Right to Perform.** If Owner shall default in performance of any of Owner's obligations hereunder, and such default shall not be cured within the time period provided herein, Township may, at Township's election but without any obligation to do so, pay or perform such obligation of Owner. Any amount so expended by Township by its performance under this provision may be assessed as a lien against the Property provided the Township demands payment of the same and Owner fails to pay on such demand within thirty (30) days of notice of the same.
- 6. Register of Deeds Recording.** A Notice of Drainage Improvement Maintenance Agreement identifying this Agreement and in form and substance satisfactory to Township's counsel may be recorded by the Township with the Wayne County Register of Deeds.



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"Owner"

Date Signed

Signature

Printed Name

Signature

Printed Name

If property is owned by husband and wife, joint tenants, or tenants in common all individual owners must sign this Agreement.

"Township"

Date Signed

By

Its: and Authorized Representative

7. **Alterations.** All alterations or modifications to the Improvements must be first approved in writing by the Township. Owner may at its option:
 - A. Prepare and seek appropriate approvals for alterations and modifications to or for the Improvement;
 - B. Take such action as Owner may deem appropriate in connection with a request for approval for any alteration or modification, including making agreements, undertakings and dedications, granting easements, and subjecting the Improvement to restrictions; and,
 - C. Establish deed and use restrictions as Owner may deem appropriate in connection with its development of the Improvement.
8. **Agreement Runs with the Land.** This Agreement shall run with the land and all obligations and responsibilities hereto shall be binding upon all subsequent owners of the Property as an Owner.
9. **Miscellaneous Provisions.**
 - A. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each of the parties, their respective, devisees, personal and/or legal representatives, successors and assigns and shall run with the land described as the Property.
 - B. **Governing Law/Severability.** The laws of the State of Michigan shall govern the validity, performance and enforcement of this Agreement. If any term hereof shall be null and void, invalid, illegal or unenforceable, such provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable, or if it cannot be so amended, it shall be deemed to be deleted herefrom and the remainder of the provisions shall continue in full force and effect.
 - C. **Entire Agreement.** This Agreement, including the improvements described on the attached Exhibit A, which are incorporated hereto, contains the entire agreement as to the matters contained herein, between the parties and supersedes any and all other agreements, contracts, promises or representations, whether written or oral between the parties, except as set forth in writing and signed by authorized representatives of the parties.
 - D. **Amendments.** No subsequent agreements, contracts, promises or representations shall be binding and effective between the parties, unless set forth in writing and signed by authorized representatives of the parties.
 - E. **Waivers.** Any forbearance or failure or delay by any of the parties to exercise any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any such right, power or remedy hereunder shall not preclude the further exercise thereof; and every right, power or remedy of any party shall continue in full force and effect until such right, power or remedy is waived specifically by an instrument in writing executed by such party.
 - F. **Section Headings.** All section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the parties.
 - G. **Additional Certificates.** In addition to the agreements and notice to be delivered as herein provided, each of the parties hereto shall, from time to time upon the reasonable request of the other party, execute and deliver such additional certificates, notices or instruments and shall take such other action as may reasonably be required to more effectively carry out the terms of this Agreement.
 - H. **Handwritten Provisions.** Handwritten provisions inserted in this Agreement, initialed in ink, shall control over typewritten provisions in conflict therewith.
 - I. **Jurisdiction and Venue.** The parties agree that any suit involving this Agreement, shall be filed in the courts of the State of Michigan with venue in the court of Wayne County, Michigan.
 - J. **Rights/Remedies Cumulative.** All rights and remedies provided by this Agreement shall be cumulative and shall be in addition to and not in lieu of any other rights and remedies that a party may have under any other written agreement between the parties, at law or in equity.
 - K. **Corporate Authorization** If Owner is a corporation or other entity it represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and/or other action and that this Agreement is valid and binding upon such corporation or entity.
 - L. **Document Review** The parties hereto acknowledge and agree that they have carefully reviewed all the terms and conditions set forth in this Agreement; that they have had the opportunity to discuss these terms and conditions with their legal counsel and professional advisors; that they fully understand these terms and conditions; and that they have executed this Agreement of their own free will and volition.



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