

SITE MAINTENANCE AGREEMENT
IMPORTANT INFORMATION

AS A CONDITION OF SITE PLAN APPROVAL (ORDINANCE SECTIONS 32-586 (9) AND 32-527 (B) (20)), THE LANDOWNER IS TO PROVIDE MILFORD TOWNSHIP WITH A PERPETUAL SITE MAINTENANCE AGREEMENT FOR THIS PROPERTY. PLEASE NOTE THAT:

- The attached Site Maintenance Agreement form must be signed and completed in accordance with these instructions and returned to Milford Township prior to Township Board approval.
- Upon site plan approval, this Agreement will be recorded by Milford Township with the Oakland County Register of Deeds and will be binding on the landowner and its successors.

INSTRUCTIONS FOR THE PROCESSING AND RECORDING OF THIS SITE MAINTENANCE AGREEMENT:

1. The Township's form Site Maintenance Agreement must be utilized and signed by the landowner. The land owner's name on the signed Agreement must be the same as on the recorded deed, or the person signing this agreement must have the legal authority to sign for the owner.
2. If a tenant or management company is responsible for site maintenance, they also must sign this Agreement.
3. The landowner must provide a recording fee of \$30.00, in the form of a check payable to Milford Township. The Township will then record this Agreement with Oakland County.
4. Complete all fill-in-the-blanks on the Agreement. If the form is completed in Microsoft Word, the blank lines can be deleted once the required information is filled in.

The following is required by the Oakland County Clerk in order to meet the document recording requirements. If you have any questions completing the Site Maintenance Agreement, please contact Milford Township Clerk Holly Brandt at 248 685-8731 or clerk@milfordtownship.com for assistance.

Documents recorded in the Register of Deeds office must meet the following **eligibility requirements**:

- Signatures must be original; names must be typed or printed beneath all signatures. (MCLA 565.201 Sec 1-A, E)
- No discrepancy shall exist between names printed in notary acknowledgment or signatures. (MCLA 565.201 Sec 1-B)
- Instrument conveying or mortgaging shall state marital status of all male grantor/mortgages. (MCLA 565.221)
- Name and address of all parties must appear on the instruments that convey or encumber real estate. (MCLA 565.201 Sec 1-A, 565.203)
- Name and address of the person who drafted the document must be shown on the document. (MCLA 565.201 A, 565.203)
- Documents executed in Michigan require notary public acknowledgment with signature, county of certification, name of party(s) being acknowledged and expiration date. (MCLA 565.8)
- Certified copy of a Death Certificate or copy of proof of death must be recorded when "survivor" is indicated on the document. (MCLA 565.48)
- Court Orders must be certified and sealed by the Clerk of the Court. (MCLA 565.401, 565.411)
- The document must be: legibly printed or typed in black ink, type size 10pt, white 20lb paper with a blank margin of 2 1/2" at the top of the first page and 1/2" on all other margins. Paper size must be 8 1/2" x 11" and not larger than 8 1/2" x 14". Signatures may be in black or blue ink. (MCLA 565.201 Sec 1)
- Documents must display on the first line of print on the first page a single statement identifying the recordable event that the instrument evidences. (MCLA 565.201 Sec 1(h), 565.201 Sec 3)
- Total value of real property must be stated on the face of the document or affidavit attached. (MCLA 207.504, 207.525)
- Land contracts, warranty deeds or any other deed containing a warranty clause must be tax certified at the Oakland County Treasurer's Office.

SITE MAINTENANCE AGREEMENT

Site plan # _____

Tax Parcel ID # _____

Building Name and Address: _____

This AGREEMENT is entered into this _____ day of _____, 2013, by _____, a Michigan _____, (the "Owner") whose address is _____.

WHEREAS, the Charter Township of Milford, a Michigan municipal corporation (the "Township"), whose address is 1100 Atlantic Street, Milford, MI 48381, received an application for site plan approval for the Owner's development located at _____, Milford, Michigan (the "Property"), which is described as follows (legal description):

And

WHEREAS, as a condition of approval of the above site plan, the Owner is to provide for the perpetual care and maintenance of the Property and improvements thereto,

NOW, THEREFORE, unless otherwise stated by the Planning Commission and/or Board of Trustees for the Charter Township of Milford, the Owner hereby agrees to perpetually adhere to the following site maintenance practices on the Property:

1. All lawn areas on the Property will be mowed at least every ten (10) days, during the months of April through October of each year.
2. All lawn areas of the property shall be kept in a vigorous growing condition by regularly scheduled lawn care practices. Each year all dead areas shall be restored to a dense healthy condition.
3. Trees and shrubs on the Property shall be pruned and maintained according to standard horticultural practices to keep plants in a neat healthy condition. Broken, dead and unsafe branches shall be removed as they occur.
4. Trees, shrubs and other planting shall be replaced with similar material when dead.
5. All planting beds, mulched tree rings, landscaped islands, berms and similar areas on the Property shall be kept weed free and have additional bark mulch provided every two (2) years or sooner if needed.
6. All landscape irrigation systems on the Property shall be kept operable as designed and shall be utilized as site weather dictates to ensure healthy, quality lawns and landscape throughout the property.
7. The Owner shall preserve and maintain storm drainage, detention and retention facilities and easements in a good condition which allows for the free flow and proper detention of storm water over and under the total Property. Such maintenance shall include, among other things, periodic inspection and maintaining, cleaning, repairing or replacing any pipes or other structures installed as part of the storm sewer system, removing any obstruction which impedes the proper functioning of the storm sewer system, and maintenance of any constructed swale.
8. The Owner shall preserve and maintain ponds, greenbelts, open areas, open area amenities and natural areas on the property, if any, by keeping said areas free of debris, mud, or other unsightly conditions.
9. Litter shall be removed from all paved areas, lawns, and planting beds on the property on an as needed basis to keep the Property free of litter.
10. Outside trash containers on the Property shall be kept within solid ornamental screening enclosures and shall be serviced as often as necessary to ensure that these areas are kept neat and orderly.
11. All paved areas, including roads, drives, entrance ways, parking lots, walkways, curbs, and sidewalks, on the Property shall be maintained in a complete, unobstructed, safe, and attractive condition in conformity with their original

design and construction. Needed repairs or replacements shall conform to the approved site plan. All paved areas on the Property that are striped shall be re-striped when faded.

12. All public and private sidewalks and/or non-motorized paths on the Property shall be maintained in a complete, safe, unobstructed and attractive condition, as they were originally designed and constructed. Needed repairs or replacements shall conform to the approved site plan and the Milford Township ordinances.
13. The Owner shall maintain all lighting fixtures and signage in safe, attractive and good working order. Needed repairs or replacements shall conform to the approved site plan and the Milford Township ordinances.
14. The Owner shall preserve and maintain all fencing, screening walls and any other physical property features in safe, attractive and good working order. Needed repairs or replacements shall conform to the approved site plan and the Milford Township ordinances.
15. The Owner shall maintain and preserve any and all private common elements and improvements for or within the Property in good working order and appearance at all times and in accordance with the site plan and Township ordinances.
16. In the event the Owner fails to comply with the terms of this agreement, Milford Township may serve a written notice on the owner setting forth the manner in which there has been failure to comply with this agreement and requiring that the deficiencies in maintenance, repair and/or preservation be cured within ten (10) days from the receipt of the notice.
17. If any deficiencies set forth are not corrected in the allowed time, the Township shall afford the Owner with an opportunity for a hearing before the Township Board or other official delegated by the Township Board, to allow the Owner to be heard as to why the Township should not proceed with the maintenance, repairs, and/or preservation that had not been undertaken.
18. If, following the hearing, the Township determines that the deficiencies have not been corrected as required by the agreement and notice, the Township shall then have the power and authority, but not the obligation, to enter the Property and perform such maintenance, repairs, and/or preservation as reasonably found by the Township to be appropriate. The cost and expense of correcting such deficiencies, including the cost of notices by the Township and reasonable legal fees incurred by the Township, shall be paid by the Owner or successor owners, and such amounts shall constitute a lien on the Property. If such costs and expenses have not been paid within thirty (30) days of a billing to the Owner, all unpaid amounts may be placed on the delinquent tax roll of the Township, and shall accrue interest and penalties, and shall be deemed and collected, as delinquent real property taxes, according to the laws made and provided for the

collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may also be collected by suit initiated against the Owner and, in such event the Owner shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit.

- 19. All references in this Agreement to the "Owner" includes within its meaning any future and/or successor owners of the Property. This Agreement shall run with the property and shall be binding upon the Owner and their successors and assigns.

WITNESSED BY:

OWNER:

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by _____, the duly authorized _____ of _____, on the _____ day of _____, 20__.

_____, Notary Public
_____ County, Michigan
My Commission Expires:_____

Drafted by:

When recorded return to:

Jennifer H. Elowsky, Esq.
Baker & Elowsky
41850 W. Eleven Mile Road, Ste. 207
Novi, MI 48375

Township Clerk
Charter Township of Milford
1100 Atlantic Street
Milford, MI 48381