**DRIVEWAY CULVERT INSPECTION AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between the **Village of Pinckney**, of 220 South Howell Street, Pinckney, Michigan 48169, hereinafter referred to as the “Village”, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the “Owner,” who is the owner of property at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Pinckney, Michigan 48169, more particularly described in Exhibit A, attached hereto (“Property”).

**WHEREAS**, said property has a driveway culvert; and

**WHEREAS**, a failure to maintain the culvert could impact the Village’s storm water system and roadways; and

**WHEREAS,** Village Technical Standards for Design and Construction requires that an inspection and routine maintenance be performed on all driveway culverts on an annual basis;

**NOW THEREFORE**, the Owner agrees as follows:

1. **Specific Requirements**.
2. The Owner agrees to inspect and perform routine maintenance on the driveway culvert for the Property; and
3. The Owner agrees to inspect culvert inlets and outlets for signs of deterioration, damage or soil erosion and repair or replace as necessary; and
4. The Owner agrees to keep culverts clear of debris, weeds, grass and other growth; and
5. The Owner agrees to bear responsibility for any costs associated with the inspection and maintenance of the culvert; and
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and
7. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
8. **Compliance**. The Owner agrees to install and maintain the culvert(s), on the Property in accordance with approvals received from the Village and other governmental entities with applicable jurisdiction. The Owner agrees to comply the terms and conditions adopted by the Village Council and Planning Commission for development, and the requirements of the Village DPW, the Village Engineer’s recommendations, the Village Ordinances and Technical Standards for Design and Construction, and with all state and local laws, ordinances, and regulations.
9. **Entry License**. The Owner hereby grants the Village a non-revocable license to enter the Property as many times as necessary to complete the inspections and, if necessary, for maintenance of the culvert(s), and such license to enter the Property shall extend to any Village inspectors, employees, agents, contractors, consultants, or other Village representatives. The Village license shall allow enter the Property as many times as necessary to complete the annual inspection and maintenance. The Owner also agrees that the Village may enter property in the event of an emergency that involves the culvert(s) located on the property.
10. **Maintenance**. The owner agrees that at all times they are responsible for the cost of maintaining, and repairing or replacing, the driveway culvert whether the work is performed by the Village or the owner.
11. **Failure to Maintain.**
12. In the event the required maintenance is not conducted, the Village President, DPW Director, and/or Village's Engineer shall notify the Owner, specifying the necessary maintenance. Within thirty (30) days of the notice, the Owner shall perform the specified maintenance at the Owner’s expense; and within thirty-six (36) hours of notice, the Owner shall perform any specified emergency maintenance as may be required in the notice.
13. In the event the Owner does not maintain culvert(s) as required under the terms of this Agreement, the Village shall have the right, but not the responsibility to repair, replace and maintain the culvert(s) for the said premises. Not less than ten (10) days before taking such action, the Village shall provide to the Owner and any other owners (as shown on the latest Village tax assessment roll), by first-class mail, notice of its intention. The Owner hereby grants to the Village employees, contractors, and/or agents a non-revocable license to go onto the Property to carry out the provisions of this subsection. The Village will invoice the cost of the specified maintenance, and the Owner shall pay the amount of the invoice within thirty (30) days of the mailing the invoice by first class mail. If the Owner shall fail to pay the amount of the invoice, then all costs, fees, or expenses incurred by the Village in maintaining the culvert(s) pursuant to this subsection may be, without further notice, assessed as provided in Pinckney Code Sec. 32.23.
14. **Recording**. The obligations under this Agreement are perpetual covenants that run with the land and bind successors in title of the Owner. It is the parties’ intent that this Agreement shall be recorded with the Livingston County Register of Deeds. The Owner shall be responsible for all costs associated with the recording of the Agreement.
15. **Signatures**. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have signed their names on the day and year first above written.

**OWNER**

By:

By:

**VILLAGE OF PINCKNEY**

By:

, Village President

By:

, Village Clerk

STATE OF MICHIGAN )

COUNTY OF LIVINGSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Village President, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Village Clerk, of the Village of Pinckney, known to me to be the persons described in and who executed the foregoing document and acknowledged the same to be true and accurate.

Notary Public

Livingston County, Michigan

My Commission Expires:

STATE OF MICHIGAN )

COUNTY OF LIVINGSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the persons described in and who executed the foregoing document and acknowledged the same to be true and accurate.

Notary Public

Livingston County, Michigan

My Commission Expires:

Drafted by: When recorded return to:

David G. Stoker, Esq. Village of Pinckney

Cohl, Stoker & Toskey, P.C. 220 South Howell Street

601 North Capitol Avenue Pinckney, MI 48169

Lansing, MI 48933

(517) 372-9000

**EXHIBIT A**

Property tax ID #, legal description and Plot Plan.