

## SITE MAINTENANCE AGREEMENT

As a condition of site plan approval, the land owner is to provide the City of Southfield 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 the City of Southfield prior to the City's issuance of any building permits.
- ! This agreement will be recorded by the City of Southfield with the Oakland County Register of Deeds and will be binding on the land owner and his successors.

INSTRUCTIONS for the processing and recording of this Site Maintenance Agreement:

1. **PROVIDE A SIGNED AND EXECUTED SITE MAINTENANCE AGREEMENT.** The attached Site Maintenance Agreement and these instructions are to be delivered to and signed by the land owner.
  - A. **The land owner is to sign only one** of the attached Page 3 signature forms. Please sign the one that applies to your method of holding title.
  - B. If a tenant or management company is responsible for site maintenance, they also must sign this Agreement (see Page 4).
  - C. Two witness signatures and a notary are required for the owner's signature on Page 3 and for the tenant or management company's signature on Page 4.

**NOTE:** 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 legal authority to sign for the owner; i.e., be a corporate officer, or have power of attorney, etc.  
All signatures and printing must be in black ink.

2. **PROVIDE A \$20 RECORDING FEE (\$20 for the 1<sup>st</sup> three pages, \$3 per page thereafter).** Make check payable to **Oakland County Register of Deeds**. The City will then record this Agreement with Oakland County.

Please mail the signed, witnessed, and notarized **Site Maintenance Agreement** and the **\$20-23 Recording Fee** to the City of Southfield Planning Department, 26000 Evergreen Road, P.O. Box 2055, Southfield, MI, 48037-2055.

If you have any questions regarding this matter, contact the City of Southfield Planning Department at (248) 796-4150

SITE MAINTENANCE AGREEMENT

\_\_\_\_\_  
(Site Plan #)

\_\_\_\_\_  
(Building Name or Address)

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by (name of land owner as appears on the deed) \_\_\_\_\_, hereinafter referred to as the "**Owner**", whose address is \_\_\_\_\_.

WHEREAS, on \_\_\_\_\_ the City of Southfield, a Michigan municipal corporation, hereinafter referred to as "**Southfield**", whose address is 26000 Evergreen Road, P.O. Box 2055, Southfield, Michigan 48037, approved the Owner's site plan for a development located at \_\_\_\_\_, hereinafter referred to as the "**Property**", which property is described as follows:

and

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

NOW, THEREFORE, 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 (i.e., fertilization, irrigation, and similar measures). Each year all dead and sparse grass areas shall be restored to a dense and healthy condition.
3. The Owner shall maintain detention ponds and natural areas on the Property, if any, by keeping said areas free of debris, mud, or other unsightly conditions. Drainage systems shall be kept fully operable as designed and built.
4. Trees and shrubs on the Property shall be pruned and maintained according to standard horticulture practices to keep plants in a neat and healthy condition. Broken, dead and unsafe branches shall be removed as they occur.
5. Trees, shrubs and other plantings on the Property shall be replaced with similar material when individual plantings are more than fifty percent (50%) dead.
6. All planting beds, mulched tree rings, and similar areas on the Property shall be kept weed free and shall have additional shredded bark mulch provided every two (2) years, or sooner if needed.
7. All landscape irrigation systems on the Property shall be kept operable as designed and shall be utilized as site and weather conditions dictate to ensure healthy, quality lawns and landscape throughout the Property.
8. Litter shall be removed from all paved areas, lawns, and planting beds on the Property on an as needed basis to keep the site litter free.
9. Dumpsters and trash containers on the Property shall be kept within dumpster enclosures and shall be serviced as often as necessary to ensure that said dumpsters, trash containers and trash enclosure areas are kept clean and orderly.
10. All paved surfaces, curbs, public and private walks, fencing, signs, lighting and other structures and surfaces on the Property shall be maintained in a complete, safe and attractive condition, as they were originally designed and constructed. Needed repairs or replacements shall be made which conform to the approved City of Southfield site, building, engineering and landscape plans.
11. All paved areas on the Property that are striped shall be re-striped when faded pursuant to applicable City of Southfield Zoning Ordinance specifications.
12. In the event the Owner fails to comply with the terms of this Agreement, Southfield may serve a written notice on the Owner in accordance with the provisions of Section 1.14 of the Southfield City Code setting forth the manner in which there has been failure to comply with this Agreement and requiring that the deficiencies be cured within ten (10) days from the date of said notice. If the deficiencies set forth in the notice shall not be cured within ten (10) days, or any extension thereof granted by Southfield, Southfield shall have a right to enter upon the property and correct such deficiencies, and the cost thereof shall be charged, assessed, and collected pursuant to Section 1.13 of the Southfield City Code.
13. This Agreement shall run with the Property and shall be binding upon the Owner and his successors and assigns.

\_\_\_\_\_  
\*BUILDING NAME OR ADDRESS

**WITNESSED BY:**

(two witnesses must sign)

**INDIVIDUAL OWNERSHIP:**

(property owner(s) must sign)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\*(type or print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\*(type or print name)

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
\*(type or print name)

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
\*(type or print name)

\_\_\_\_\_  
Telephone

*\* type or print in black ink only*

**NOTARY PUBLIC:** Please provide the name of the state and county in which this document was signed and all other information required below.

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_ ,

by \_\_\_\_\_.

\*[type or print name(s) of property owner(s)]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Drafted by: John E. Beras  
Southfield City Attorney  
26000 Evergreen Road  
Southfield, MI 48076

When recorded return to: Planning Department  
City of Southfield  
26000 Evergreen Road  
Southfield, MI 48076

\_\_\_\_\_  
\*BUILDING NAME OR ADDRESS

**WITNESSED BY:**

(two witnesses must sign)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\*(type or print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\*(type or print name)

**PARTNERSHIP OWNERSHIP:**

(property owner must sign)

\_\_\_\_\_  
\*Name of Partnership

By: \_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
\*(type or print name)

Its: \_\_\_\_\_  
\*Title

Telephone: \_\_\_\_\_

*\*type or print in black ink only*

**NOTARY PUBLIC:** Please provide the name of the state and county in which this document was signed and all other information required below.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_,

by \_\_\_\_\_, a / the \_\_\_\_\_ on behalf  
\*(type or print name of Property Owner) \*(title)

of \_\_\_\_\_, a partnership.  
\*(type or print name of Partnership)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Drafted by: John E. Beras  
Southfield City Attorney  
26000 Evergreen Road  
Southfield, MI 48076

When recorded return to: Planning Department  
City of Southfield  
26000 Evergreen Road  
Southfield, MI 48076

\_\_\_\_\_  
\*BUILDING NAME OR ADDRESS

**WITNESSED BY:**

(two witnesses must sign)

**CORPORATE OWNERSHIP:**

(property owner must sign)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\*Name of Corporation

\_\_\_\_\_  
\*(type or print name)

By: \_\_\_\_\_  
Signature of Corporate Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\*(type or print name of Officer)

\_\_\_\_\_  
\*(type or print name)

Its: \_\_\_\_\_  
\*Title of Officer

*\*All printing to be in black ink*

\_\_\_\_\_  
Telephone

**NOTARY PUBLIC:** Please provide the name of the state and county in which this document was signed and all other information required below.

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,

by \_\_\_\_\_, the \_\_\_\_\_  
\*(Name of Corporate Officer) \*(Title of Officer)

of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf  
\*(Name of Corporation) \*(State of Incorporation)

of the Corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Drafted by: John E. Beras  
Southfield City Attorney  
26000 Evergreen Road  
Southfield, MI 48076

When recorded return to: Planning Department  
City of Southfield  
26000 Evergreen Road  
Southfield, MI 48076

\_\_\_\_\_  
\*BUILDING NAME OR ADDRESS

If a tenant or management company will be responsible for site maintenance, either the tenant or management company must acknowledge said responsibility on this page (Page 4) of this Agreement. (This tenant/management company acknowledgement of responsibility must be witnessed and notarized and is required in addition to the Property Owner's acknowledgment on Page 3.)

**MANAGEMENT COMPANY**

**TENANT**

**Responsible for Site Maintenance**

**Responsible for Site Maintenance**

\_\_\_\_\_  
\*Name of Management Company

\_\_\_\_\_  
\*Name of Company or Tenant

By: \_\_\_\_\_  
Signature of Company Officer

By: \_\_\_\_\_  
Signature of Tenant/Company Officer

\_\_\_\_\_  
\*(type or print name)

\_\_\_\_\_  
\*(type or print name)

Its: \_\_\_\_\_  
\*Title

Its: \_\_\_\_\_  
\*Title

\_\_\_\_\_  
Telephone

*\*All printing to be in black ink*

\_\_\_\_\_  
Telephone

**WITNESSED BY:** \_\_\_\_\_  
(two witnesses must sign) Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\*(type or print name)

\_\_\_\_\_  
\*(type or print name)

**NOTARY PUBLIC:** Please provide the name of the state and county in which this document was signed and all other information required below.

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_,

by \_\_\_\_\_.  
\*[type or print name of person / title / company name]

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
County of \_\_\_\_\_  
State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

Drafted by:

Southfield City Attorney John E. Beras  
26000 Evergreen, Southfield, MI 48076

When recorded

return to:

Southfield Planning Department  
26000 Evergreen, Southfield, MI 48076