

Crockery Township

Private Street Maintenance Agreements

*Required Content*

**Title-** "Private Street Maintenance Agreement for \_\_\_\_\_ Street".

**Preamble- The Whereas's...**

"This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, by the undersigned, all owners of land within the following described":

**INSERT LEGAL HERE**

1. All undersigned are owners of land which have access to \_\_\_\_\_ Street, described on attached Exhibit A.
2. Only access to said parcels shall be by said private Street.
3. Crockery Township, Ottawa County Road Commission and Michigan Department of Transportation are not responsible for, obligated or permitted to maintain.
4. Private Street and drainage ways subject to this agreement are described and shown on a survey recorded in liber \_\_\_\_\_, page \_\_\_\_\_, Ottawa County Records, and as described on Exhibit A attached.

**Now Therefore, It Is Mutually Agreed as Follows:**

1. **Private Street Association** - Creation of Private Street association, Membership, Voting rights, Election of officers.
2. **Annual Meeting** - Annual meeting required. Purpose - Elect officers, approve maintenance program and budget for next year.
3. **Assessment** - Annual assessment required, proportional to share of budget, based on number of parcels owned.
4. **Assessment Collection** - How assessment will be collected, treasurer responsible, due dates, where funds will be deposited.
5. **Failure to Pay Assessment** - Recourse(s) available to Association if landowner fails to pay, liens, suits, collection costs.
6. **Street and Utility Easement** - 66ft. easement for Street and utilities when Street is over 660 ft. in length, 40ft. easement for Street and utilities when

Street is 660 ft. or less in length, access assured to owners, public, utilities and the Township.

7. **Estimate Of Expenses** - Estimates required yearly for maintenance of Street, Association responsible for securing estimates for grading, drainage, snow removal and base/surface repair.
8. **Extraordinary Repairs** - Unanticipated repairs, method of assessment collection, Association empowered to take immediate steps to repair.
9. **Notice to Township** - Association required to notify Township yearly with Association contact, agenda and minutes for annual meeting, proposed and approved maintenance budgets.
10. **Maintenance and Repair Work** - Association Chair responsible to schedule maintenance, bills paid by treasurer, all work to be in conformance with Township - Approved plans dated \_\_\_\_\_ and Crockery Township Private Street Ordinance # 98-01. *Township and Ottawa County Street Commission NOT responsible for maintenance of private Streets.*
11. **Remedies** - Vested right of Association to take legal actions deemed necessary for violations.
12. **Drainage Maintenance** - Drainage to be maintained, drainage patterns not to be altered unless prior approval by appropriate governmental authority and Township, owners not to block or alter.
13. **Dust Control** - (If Applicable) For gravel Streets, method & frequency of dust control.
14. **Subsequent Owners** - Agreement runs with the land, binding on all current and future owners, owner required to disclosed this agreement.
15. **Public Street Dedication** - Process for future dedication, sole responsibility of Association to comply with Street Commission requirements at that time.
16. **Owners Not To Restrict Street Access** - Owners prohibited from blocking or hindering use of Street.
17. **Recording Required** - Maintenance Agreement, survey and legal description to be recorded.

**18. Copy of Agreement To Be Provided At Closing** - Seller required to provide copy of maintenance agreement at time of closing.

**19. Amendments** - Amendments to Maintenance Agreement require Township approval, can not have effect of reducing or eliminating Association's responsibility for Street maintenance.

**20. Signatures.**

I understand and agree to the above terms and conditions.

\_\_\_\_\_  
Owner Parcel "B"

\_\_\_\_\_  
Owner Parcel "C"

\_\_\_\_\_  
Witness

\_\_\_\_\_ Subscribed and Sworn to  
before me

The \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_,

Notary Public \_\_\_\_\_, \_\_\_\_\_ County, Michigan