

**SIDEWALK AND/OR NON-MOTORIZED FACILITIES MAINTENANCE AGREEMENT**

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

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by  
(name of land owner as appears on the deed)  
\_\_\_\_\_ hereinafter referred to as the "Owner", whose address is  
\_\_\_\_\_.

WHEREAS, on \_\_\_\_\_, 200\_\_\_\_ Oshtemo Charter  
Township, a Michigan municipal corporation, hereinafter referred to as "Oshtemo," whose  
address is 7275 West Main Street, Kalamazoo, Michigan 49009, 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 sidewalks and/or non-motorized paths/facilities on the  
Property,

NOW, THEREFORE, the Owner hereby agrees to perpetually adhere to the  
following site maintenance practices on the Property:

1. All public and private sidewalks and/or non-motorized paths 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 Oshtemo Charter Township site plans and the Oshtemo Charter Township Non-Motorized Facilities and/or Sidewalk Ordinance.
2. Should the Owner/Developer fail to maintain the sidewalks and/or non-motorized paths in accordance with the Township Ordinances, the same shall be repaired and maintained, and the cost assessed to the Owner/Developer and/or the abutting or adjoining property owners as part of a special assessment district.

3. This Agreement shall run with the Property and shall be binding upon the Owner and his successors and assigns.

BUILDING NAME OR ADDRESS

INDIVIDUAL OWNERSHIP:  
(Property Owner(s) must sign)

(Signature of Property Owner)

(Type or Print Name)

(Signature of Property Owner)

(Type or Print Name)

STATE OF MICHIGAN            )  
  : ss  
COUNTY OF KALAMAZOO    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_\_, by

\_\_\_\_\_.  
(Type or Print Name(s) of Property Owner(s))

Notary Public  
\_\_\_\_\_ County, State of Michigan  
Acting in Kalamazoo County, Michigan  
My commission expires:

Drafted by:  
James W. Porter  
James W. Porter, P.C.  
7275 West Main Street  
Kalamazoo, MI 49009

When recorded return to:  
James W. Porter  
James W. Porter, P.C.  
7275 West Main Street  
Kalamazoo, MI 49009

BUILDING NAME OR ADDRESS

CORPORATE OWNERSHIP:  
(Property Owner must sign)

(Name of Corporation)

By:  
(Signature of Corporate Officer)

(Type or Print Name of Officer)

Its:  
(Title of Officer)

STATE OF MICHIGAN )  
 : ss  
COUNTY OF KALAMAZOO )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_\_, by  
\_\_\_\_\_, the \_\_\_\_\_ of  
(Name of Corporate Officer) (Title of Officer)  
\_\_\_\_\_, a \_\_\_\_\_ corporation,  
(Name of Corporation) (State of Incorporation)  
on behalf of the Corporation.

Notary Public  
\_\_\_\_\_ County, State of Michigan  
Acting in Kalamazoo County, Michigan  
My commission expires:

Drafted by:  
James W. Porter  
James W. Porter, P.C.  
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