

## **STANDALONE ACCESSORY BUILDING AGREEMENT**

*(Revised 1-12-2021)*

FOR VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, \_\_\_\_\_ of \_\_\_\_\_ (the "Landowner") and Eureka Charter Township, a Michigan charter township, with its offices located at 9322 S. Greenville Road, Greenville, Michigan 48838 (the "Township"), do hereby agree as follows:

### **RECITALS**

A. Landowner owns certain real property located within the Township that is commonly known as \_\_\_\_\_ (Permanent Parcel No. \_\_\_\_\_) and is legally described on **Exhibit A** as attached (the "Property").

B. The Eureka Charter Township Zoning Ordinance (the "Zoning Ordinance") does not permit the installation, construction or maintenance of an accessory building, pole barn or storage building on a lot or parcel that does not also have a dwelling, cottage or cabin located thereon.

C. The Property is fully subject to the Zoning Ordinance.

D. Landowner desires to construct and complete a new dwelling on the Property and also a standalone garage, pole barn or storage building (the "Accessory Building") at the same time or within a short time period of each other.

E. The parties have agreed that the Accessory Building can be built on the Property and utilized, so long as the new dwelling is also built on the Property (and the dwelling is also fully completed) within 24 months of the commencement of the installation or construction of the Accessory Building on the Property.

F. Landowner promises, represents and warrants that the new dwelling will be built and completed on the Property (and be ready for occupancy) within 24 months of the date of commencement of construction or installation of the Accessory Building on the Property.

G. The parties agree that if the new dwelling has not been fully completed on the Property (and ready for occupancy) within 24 months of the date that construction or installation of the Accessory Building commences on the Property, the Landowner (at the Landowner's sole cost and expense) shall completely demolish and fully remove the Accessory Building from the Property.

### **AGREEMENT**

IT IS AGREED AS FOLLOWS:

1. Landowner acknowledges and agrees that pursuant to the Zoning Ordinance, the Accessory Building cannot be installed, built or utilized on the Property unless a dwelling has also been built, installed or constructed on the Property and is ready for habitation.

2. Landowner agrees and promises to construct both the Accessory Building and a new dwelling on the Property.

3. As a compromise between the parties, the Township will allow Landowner to construct or install the Accessory Building on the Property either before construction of the new dwelling has been commenced or concurrently with the construction or installation of the new dwelling also on the Property subject to the requirements of this Agreement. In addition, Landowner may use the Accessory Building for storage prior to the time a new dwelling has been completed on the Property and is ready for occupancy subject to the requirements of this Agreement.

4. The Accessory Building shall not be used for habitation, overnight sleeping or residential purposes, apart from storage.

5. A new dwelling must be fully constructed, completed and ready for occupancy on the Property within 24 months of the date that construction or installation of the Accessory Building commences on the Property.

6. If the new dwelling is not completed and ready for occupancy on the Property within 24 months of the date that installation or construction of the Accessory Building began on the Property, the Landowner shall fully demolish and remove from the Property the Accessory Building and any and all portions and parts thereof, including any footing, foundation, and floor thereof and shall also remove all

such demolished items from the Property, all of which shall be done at Landowner's sole cost and expense. Such demolition and removal of the Accessory Building shall be fully completed within 45 days of the date that the Landowner receives a certified letter from the Township indicating that such demolition and removal must occur to reclaim land.

7. If the Landowner does not comply with Section 6 hereof (i.e., in the event that the new dwelling is not fully completed and ready for occupancy on the Property within 24 months of the date of commencement or installation of the Accessory Building), and the Landowner does not demolish and remove the Accessory Building as required, then the Township shall have the right and option at its sole discretion to have the Accessory Building demolished and removed from the Property and to lawfully dispose of all remnants of the former Accessory Building offsite. Any and all costs and expenses (including attorney fees, demolition costs, contractor costs, permit fees, lawn repair costs, any physical damages due to the removal, etc.) incurred by the Township in so removing, demolishing and disposing of the Accessory Building (and any remnant items) shall be reimbursed to the Township by the then-owner(s) of the Property within 30 days of notice to the Landowner of such costs and expenses and shall constitute a lien (and also a one-lot special assessment) on the Property until the Township is fully reimbursed for all such costs and expenses. Furthermore, any such unreimbursed costs and expenses owed to the Township shall accrue interest at the rate of 7% (seven percent) per year until paid in full.

8. Landowner waives any and all claims and causes of action against Eureka Charter Township (as well as any of its officials, officers, agents, and employees) with regard to any liability or matter related to, arising out of, or pertaining to the Accessory Building (or its removal). Furthermore, Landowner shall reimburse, indemnify, and hold harmless the Township (as well as the Township's officials, officers, employees, and agents) for, from, and against any and all liabilities, injuries, damages, attorney fees, costs, expenses, causes of action, and similar matters related to, arising out of, or pertaining to the Accessory Building (or its removal), and/or the Landowner's use or loss of the Accessory Building.

9. The provisions of this Agreement shall be deemed to be deed restrictions/restrictive covenants that pertain to and bind the Property and shall run with the land. Furthermore, any and all obligations of Landowner and the then-owner(s) of the Property (including, but not limited to, any costs and expenses owed to the Township) regarding this Agreement also bind the Property and shall run with the land and the Property.

10. Landowner (and the then-owner(s) of the Property) shall also pay and reimburse the Township for any and all reasonable attorney fees, costs, and expenses that might be incurred by the Township via litigation or otherwise in enforcing, interpreting, and/or carrying out this Agreement.

11. This Agreement shall bind and benefit not only the parties hereto, but also their successors, heirs, assigns, and transferees.

12. This Agreement shall not be amended or altered except in a writing signed by all of the parties hereto.

13. A copy of this Agreement may be recorded by either party with the Montcalm County Register of Deeds.

14. This Agreement has been executed in duplicate, but constitutes one contract or agreement.

15. The parties hereto represent that they are fully empowered to enter into this Agreement and make it binding.

16. The Township (and its officials) shall have the right to inspect the Property, the Accessory Building and the new dwelling at all reasonable times to ensure compliance with this Agreement.

17. Nonenforcement or the failure to enforce any provision of this Agreement shall not be deemed to be a waiver of the right of either party to enforce this Agreement or any of the provisions of this Agreement thereafter.

LANDOWNER:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN)

) ss.

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

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is/are personally known to me or who have produced his/her/their Michigan driver's license as identification.

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

Acting in \_\_\_\_\_ County

My commission expires: \_\_\_\_\_

EUREKA CHARTER TOWNSHIP:

\_\_\_\_\_  
By: Darcia Kelley  
Its Supervisor

STATE OF MICHIGAN)

) ss.

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Darcia Kelley, Township Supervisor, on behalf of Eureka Charter Township, who is personally known to me or who has produced his Michigan driver's licenses as identification.

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

Acting in \_\_\_\_\_ County

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description for the Property**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_