

AGREEMENT FOR MAINTENANCE **OF SUBDIVISION LANDSCAPING**

This Agreement for Maintenance of Subdivision Landscaping is made on August 30th 1994 by and between the Charter Township of Canton, a Michigan municipal corporation (the "Township") having its principal office at 1150 South Canton Center Road, Canton, Michigan 48188. Sherr Development Corporation, a Michigan corporation (the "Developer") having its principal office at 31555 W. Fourteen Mile Road, Suite 101, Farmington Hills, MI. 48334, William C., and L. Soraya Nowland, husband and wife, whose address is 4374S Verdun, Canton MI. 48188 (the "Nowlands") and Charles A and Shelley D. Trask, husband and wife, whose address is 1551 Sheldon Road, Canton, Michigan 48188 (the "Trasks").

RECITALS

- A. The Developer is the owner of certain real property situated in the Township, as particularly described in Exhibit "A" attached hereto (the "Land"). The Nowlands are the owners of certain Real property situated in the Township of Canton as more particularly described in Exhibit "A" attached hereto (the "Nowland Parcel"). The Land and the Nowland Parcel collectively comprise the Nowland Estates Subdivision and are collectively referred to herein as the "Subdivision Parcel." The Trasks are the owners of certain real property situated in the Township of Canton as more particularly described on Exhibit "A" attached hereto (the "Trask Parcel") which is surrounded by but is not a part of the Nowland Estates Subdivision. As used herein the term "Subdivision Parcel" shall include the Trask Parcel, and any parcel splits therefrom.
- B. Developer proposes to use and develop the Subdivision Parcel for a residential subdivision to be known as Nowland Estates Subdivision (the "Subdivision") consisting of sixty-six (66) Lots and certain common areas, including, but not limited to, storm water detention areas and landscaped berms along Sheldon and Palmer Roads. The Developer further proposes to acquire from the Trasks and the Trasks propose to sell to Developers the Trask Parcel which Developer to split and develop into three (3) residential lots in a manner and fashion similar to the Lots in the Subdivision.
- C. The term "Subdivision Landscaping" shall mean and refer to landscaping installed by the Developer in the common areas, storm water detention basins, berms within private easements for greenbelt and landscaping, median islands, right-of-ways along Sheldon and Palmer Roads, and the westernmost ten feet of the Trask Parcel adjacent to but not including the right-of-way for same.

- D. The Township desires to seek assurance from the Developer that all Subdivision landscaping will be, installed in accordance with Township standards, subject to those areas within the jurisdiction of Wayne County, and maintained by the association.

- E. As a condition of approval of the plat of the Subdivision, Wayne County may require the execution of a maintenance agreement between the Township and Wayne County ("Maintenance Agreement"), pursuant to the terms of which the Township will assume responsibility for, and principal jurisdiction over, maintenance of the Subdivision Landscaping.

- F. The Township is willing to execute the Maintenance Agreement upon the terms and conditions set forth in this Agreement, including, without limitation, the understanding that notwithstanding the execution of the Maintenance Agreement by the Township, the Association (and not the Township) will be solely and permanently responsible for the payment of all costs and expenses regarding the maintenance, improvement, repair and replacement of the Subdivision Landscaping.

- G. Further, the Association shall agree to indemnify and save harmless the Township and its employees, Wayne County and its employees, the Developer, and the homebuilder(s) against any and all claims, suits, judgement arising out of the maintenance, repair and replacement of the Subdivision Landscaping.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The Township shall, if required, execute the Maintenance Agreement as so as practicable following the execution of this Agreement.

2. The Subdivision Landscaping shall be installed by, and at the expense of the Developer, as soon as practicable following the execution of this Agreement, in accordance with the plans and under the inspection of the Township and Wayne County, and the ordinary scheduling of construction.

3. The Developer shall file Articles of Incorporation with the Michigan Department of Commerce and cause the Association to be appropriately organized as soon as practicable following the execution of this Agreement.
4. Currently with the recording of the plat of the Subdivision, the Developer shall (a) record the Declaration of covenants and restrictions (the "Declaration") among the Wayne County Records, and (b) commit the Association to the perpetual maintenance, repair, and replacement of the Subdivision Landscaping. The Declaration shall include the duty to levy appropriate and sufficient assessments (both the annual and special) to defray such costs and expenses.
5. If the Association shall fail to maintain, repair, or replace the Subdivision Landscaping as required by the Declaration or in accordance with the Township's minimum standards, then the Township shall have the right, but not the duty, after ten (10) days written notice to the Association, to perform the maintenance, repair and replacement. The cost of any such maintenance, repair and replacement shall be billed to the Association, and, if not paid within thirty (30) days of billing, may be assessed against the homeowners in equal amounts in the same manner as property taxes are assessed and collected.
6. The Developer only until the incorporation of the Association, and the Association solely thereafter, its agents, representatives, successors, and assigns shall defend, indemnify, and hold the Township, the Developer and the housebuilder(s) harmless from and against any claims, demands, actions, damages, injuries, costs, or expenses of any nature whatsoever hereinafter "claimed," fixed or contingent, known, or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair, or operation (or omissions in such regard) of the Subdivision Landscaping which is the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the Township in connection with such claims or the enforcement of this Agreement.
7. The Agreement of the Township to approve the Subdivision shall benefit the land and all of the covenants and obligation of Developer shall be deemed to run with the land and be binding on all current and future owners, therefore.