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L127760PA593

AGREEMENT FOR MAINTENANCE OF SUBDIVISION LANDSCAPING

This Agreement for Maintenance of Subdivision Landscaping is made on _____, 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 43745 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 more particularly described on 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 on 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 Developer the Trask Parcel which Developer intends to split and develop as 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

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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, and judgment 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 soon 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 homebuilder(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 Association shall maintain liability insurance in the sufficient amounts for the purpose of protecting itself as well as the homeowners, the Developer, the homebuilder(s) and the Township from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage to property while in the common areas of the Subdivision including the Subdivision Landscaping. Any liability insurance shall name the homeowners, the Developer, the home builders and the Township of Canton as additional insureds. The Township shall be insured in an amount which is acceptable to it. Proof of insurance shall be provided to the Township on an annual basis.

8. 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 thereof.

IN WITNESS WHEREOF, the Township, the Developer, and the Nowlands have made and executed this Agreement as of the date first set forth above.

WITNESSES:

CHARTER TOWNSHIP OF CANTON
a Michigan municipal corporation

Deborah Zevachuk
Deborah Zevachuk

Kenneth H. Voyles
Kenneth H. Voyles

Constance L. Prosser
Constance L. Prosser

Jeannette L. Franke
JEANNETTE L. FRANKE

By:

Thomas J. Yack
Thomas J. Yack, Supervisor

Loren N. Bennett
Loren N. Bennett, Clerk

[Signature]
 TRUST A ROLLER

SHERR DEVELOPMENT CORPORATION
 a Michigan corporation

By [Signature]
 Stuart D Sherr
 Vice President

[Signature]
 ELLEN TENNER
[Signature]
 STUART A ROLLER
[Signature]
 ELLEN TENNER
[Signature]
 STUART A ROLLER

WILLIAM C. & L. SORAYA NOWLAND
 husband and wife

[Signature]
 William C. Nowland
[Signature]
 L. Soraya Nowland

[Signature]
 ROBER SHERR
[Signature]
 STUART A ROLLER
[Signature]
 ROBER SHERR
[Signature]
 STUART A ROLLER

CHARLES A. & SHELLEY D. TRASK
 husband and wife

[Signature]
 Charles A. Trask
[Signature]
 Shelley D. Trask

STATE OF MICHIGAN)
) ss.
 COUNTY OF WAYNE)

On the 20th day of October, 1994, before me personally appeared Thomas J. Yack, Supervisor for the Charter Township of Canton, hereinabove named, and known to me to be the person whose name is subscribed to the within Agreement and acknowledged that of his own free will he executed this Agreement for the purposes herein contained.

[Signature]
 Jennifer J. Harris
 Notary Public
 County Michigan
 My Commission Expires: 3/25/98

[Signature]
 Constance L. Roessler, Notary Public
 WAYNE County, Michigan
 My Commission expires: March 2, 1996

STATE OF MICHIGAN)

L12776GPAS97

) ss.
COUNTY OF WAYNE)

On the 23rd day of October, 1994, before me personally appeared Loren N Bennett, Clerk for the Charter Township of Canton, hereinabove named, and known to me to be the person whose name is subscribed to the within Agreement and acknowledged that of his own free will he executed this Agreement for the purposes herein contained

~~Notary Signature~~
~~Notary Public~~
~~County, Michigan~~
My Commission Expires: ~~5/25/98~~

Constance L. Roesler
Constance L. Roesler, Notary Public
WAYNE County, Michigan
My Commission expires: March 2, 1996

STATE OF MICHIGAN)

) ss.
COUNTY OF WAYNE)

On the 30th day of August, 1994, before me personally appeared, Stuart D. Sherr, who is a Vice President of Sherr Development corporation, a Michigan corporation ("Corporation") on behalf of the Corporation, hereinabove named, and known to me to be the person whose name is subscribed to the within Agreement and acknowledged that of his own free will he executed this Agreement for the purposes herein contained.

~~Notary Signature~~
~~Notary Public~~
~~County, Michigan~~
My Commission Expires: ~~5/25/98~~

STATE OF MICHIGAN)

) ss.
COUNTY OF WAYNE)

On the 31st day of August, 1994, before me personally appeared William C. Nowland and L. Soraya Nowland, who are husband and wife, and acknowledged that they executed the foregoing instrument as their free act and deed.

~~Notary Signature~~
~~Notary Public~~
~~County, Michigan~~
My Commission Expires: ~~5/25/98~~

L127760PAS98

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On the 11th day of May, 1994, before me personally
appeared Charles A. Trask and Shelley D. Trask, who are husband and wife, and
acknowledged that they executed the foregoing instrument as their free act and deed.

[Signature]
Notary Public
County, Michigan
My Commission Expires: 7/25/98

INSTRUMENT DRAFTED BY:

Stuart D. Sherr
31555 W. 14 Mile Road, Suite 101
Farmington Hills, MI 48334

WHEN RECORDED RETURN TO:

Charter Township of Canton
1150 South Canton Center Road
Canton, Michigan 48188
Attn: Engineering Department

c:\nowland\landscape

EXHIBIT "A"

L12776CPAS99

Description of the Land

A parcel of land in the Southeast 1/4 of Section 22, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as follows

Commencing at the South 1/4 corner of said Section 22, T.2S, R.8E., and proceeding thence along the North and South 1/4 line of said Section 22, North 00 degrees 41 minutes 14 seconds West, 668.07 feet to the point of beginning; thence continuing along said line North 00 degrees 41 minutes 14 seconds West, 198.83 feet; thence South 89 degrees 41 minutes 53 seconds East, 246.00 feet; thence North 00 degrees 41 minutes 14 seconds West, 135.00 feet; thence North 89 degrees 41 minutes 53 seconds West, 246.00 feet to a point on the North and South 1/4 line of said Section 22; thence along said line North 00 degrees 41 minutes 14 seconds West, 333.84 feet to a point on the boundary of Franklin-Palmer Estates Subdivision, recorded in Liber 96, Plats, Pages 22 through 26, Wayne County Records; thence along said boundary South 89 degrees 40 minutes 02 seconds East, 669.96 feet; and South 00 degrees 42 minutes 10 seconds East, 333.47 feet; and South 89 degrees 41 minutes 57 seconds East, 670.23 feet; thence in part along the boundary of said Franklin-Palmer Subdivision and in part along the boundary of Palmer Place Condominium as recorded in Liber 25747, Pages 4 through 66, Wayne County Records, South 00 degrees 45 minutes 20 seconds East, 707.45 feet; thence North 89 degrees 52 minutes 17 seconds West, 150.00 feet; thence South 00 degrees 45 minutes 20 seconds East to the South line of Section 22 also being the North line of Forest Brook Subdivision No. 1, as recorded in Liber 94, Plats, Pages 57, 58 and 59, Wayne County Records, 290.44 feet; thence North 89 degrees 52 minutes 17 seconds West, along said South line of Section 22, also being the said North line of Forest Brook Subdivision No. 1, 185.37 feet; thence North 00 degrees 45 minutes 06 seconds West, 665.82 feet; thence North 89 degrees 44 minutes 33 seconds West, 1005.31 feet to the point of beginning.

Excepting therefrom:

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as follows:

Commencing at the South 1/4 corner of Section 22, T.2S, R.8E., and proceeding thence along the North and South 1/4 line of said Section 22, N. 00°41'14" W., 668.07'; thence S. 89°44'33" E., 769.01' to the point of beginning of the parcel herein described; thence N. 00°18'07" E., 138.21'; thence S. 89°41'53" E., 79.18'; thence S. 00°18'07" W., 138.15'; thence N. 89°44'33" W., 79.18' to the point of beginning.

The foregoing excepted parcel, after recordation of the Plat of Nowland Estates Subdivision, shall thereafter be described as: Lot 15 of Nowland Estates Subdivision, according to the Plat thereof recorded in Liber 167, Pages 80 through 83 inclusive of Plats, Wayne County Records.

Description of the Nowland Parcel

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A parcel of land in the Southeast 1/4 of Section 22, T 2S, R 8E, Canton Township, Wayne County, Michigan described as follows

Commencing at the South 1/4 corner of Section 22, T 2S, R 8E, and proceeding thence along the North and South 1/4 line of said Section 22, N 00°41'14" W, 668.07', thence S. 89°44'33" E., 769.01' to the point of beginning of the parcel herein described; thence N 00°18'07" E., 138.21', thence S 89°41'53" E., 79.18'; thence S 00°18'07" W., 138.15'; thence N. 89°44'33" W., 79.18' to the point of beginning.

The Nowland Parcel, after recordation of the Plat of Nowland Estates Subdivision, shall instead be described as:

Lot 15 of Nowland Estates Subdivision, according to the Plat thereof recorded in Liber 107, Pages 80 through 83 inclusive of Plats, Wayne County Records.

Description of the Subdivision Parcel

A parcel of land in the Southeast 1/4 of Section 22, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as follows:

Commencing at the South 1/4 corner of said Section 22, T.2S, R.8E., and proceeding thence along the North and South 1/4 line of said Section 22, North 00 degrees 41 minutes 14 seconds West, 668.07 feet to the point of beginning; thence continuing along said line North 00 degrees 41 minutes 14 seconds West, 198.83 feet; thence South 89 degrees 41 minutes 53 seconds East, 246.00 feet; thence North 00 degrees 41 minutes 14 seconds West, 135.00 feet; thence North 89 degrees 41 minutes 53 seconds West, 246.00 feet to a point on the North and South 1/4 line of said Section 22; thence along said line North 00 degrees 41 minutes 14 seconds West, 333.84 feet to a point on the boundary of Franklin-Palmer Estates Subdivision, recorded in Liber 96, Plats, Pages 22 through 26, Wayne County Records; thence along said boundary South 89 degrees 40 minutes 02 seconds East, 669.96 feet; and South 00 degrees 42 minutes 10 seconds East, 333.47 feet; and South 89 degrees 41 minutes 57 seconds East, 670.23 feet; thence in part along the boundary of said Franklin-Palmer Subdivision and in part along the boundary of Palmer Place Condominium as recorded in Liber 25747, Pages 4 through 66, Wayne County Records, South 00 degrees 45 minutes 20 seconds East, 707.45 feet; thence North 89 degrees 52 minutes 17 seconds West, 150.00 feet; thence South 00 degrees 45 minutes 20 seconds East to the South line of Section 22 also being the North line of Forest Brook Subdivision No. 1, as recorded in Liber 94, Plats, Pages 57, 58 and 59, Wayne County Records, 290.44 feet; thence North 89 degrees 52 minutes 17 seconds West, along said South line of Section 22, also being the said North line of Forest Brook Subdivision No. 1, 185.37 feet; thence North 00 degrees 45 minutes 06 seconds West, 665.82 feet; thence North 89 degrees 44 minutes 33 seconds West, 1005.31 feet to the point of beginning.

Being all of Tax Parcel Nos.: 71-088-99-0005-000; 71-088-99-0006-000; 71-088-99-0007-702; 71-088-99-0017-003; 71-088-99-0017-004; 71-088-99-0015-000.

Description of the Trask Parcel
Wayne County Tax Item No. 71-88-990007-701

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A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as beginning at a point on the North and South 1/4 line of said Section 22, distant North 00°41'14" West, 866.90' from the South 1/4 corner of Section 22, T.2S., R.8E.; thence continuing along said line North 00°41'14" West, 135.00'; thence South 89°41'53" East, 246.00'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 246.00' to the point of beginning, containing 0.762 acres and being subject to the rights of the public in the Westerly 33.00' thereof for road purposes (Sheldon Road) and to any easements of record.

Upon completion of its acquisition of the Trask Parcel (which has been approved for property split), developer proposes to reconvey the split parcels as follows:

Description of Parcel A

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as beginning at a point on the North and South 1/4 line of said Section 22, distant North 00°41'14" West, 866.90' from the South 1/4 corner of Section 22, T.2S., R.8E.; thence continuing along said line North 00°41'14" West, 135.00'; thence South 89°41'53" East, 113.01'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 113.01' to the point of beginning, containing 0.350 acres and being subject to the rights of the public in the Westerly 33.00' thereof for road purposes (Sheldon Road) and to any easements of record.

Description of Parcel B

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as commencing at the South 1/4 corner of Section 22, T.2S., R.8E.; and proceeding thence along the North and South 1/4 line of said Section 22, North 00°41'14" West, 866.90'; thence South 89°41'53" East, 113.01' to the point of beginning; thence North 00°41'14" West, 135.00'; thence South 89°41'53" East, 70.00'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 70.00' to the point of beginning, containing 0.217 acres.

Description of Parcel C

A parcel of land in the Southeast 1/4 of Section 22, T.2S., R.8E., Canton Township, Wayne County, Michigan described as commencing at the South 1/4 corner of Section 22, T.2S., R.8E.; and proceeding thence along the North and South 1/4 line of said Section 22, North 00°41'14" West, 866.90'; thence South 89°41'53" East, 183.01' to the point of beginning; thence North 00°41'14" West, 135.00'; thence South 89°41'53" East, 62.99'; thence South 00°41'14" East, 135.00'; thence North 89°41'53" West, 62.99' to the point of beginning, containing 0.195 acres.