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Fairway Pines #1

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AGREEMENT FOR MAINTENANCE
OF IRRIGATION SYSTEM AND STORM DRAINAGE FACILITIES

First American Title Insurance Company

THIS AGREEMENT for Maintenance of Irrigation System and Storm Drainage Facilities (the "Agreement") is made this 20TH day of JULY, 1993, 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 and **Fairway Pines Limited Partnership**, a Michigan limited partnership (the "Developer"), having its principal office at 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098.

R E C I T A L S:

A. The Developer is the owner of certain real property situated in the Township of Canton (the "Subdivision Parcel"), as more particularly described on Exhibit "A" attached hereto; including three (3) parcels located within the Subdivision Parcel which will be conveyed to the Township for use as a golf course (the "Township Parcels"), which three (3) parcels are more particularly described on Exhibit "B" attached hereto.

B. The Developer proposes to use and develop a portion of the Subdivision Parcel for a residential subdivision consisting of 309 lots (the "Lots"), certain common park areas, a single outlot known as "Outlot A" and appurtenant private streets, to be known as Fairway Pines at Pheasant Run (the "Subdivision"), in accordance with the proposed plat of the Subdivision (the "Plat"), as approved by the Township and which shall be recorded in multiple phases. The first phase of the Subdivision shall consist of 123 lots and once platted shall be known as Fairway Pines at Pheasant Run Subdivision No. 1 ("Subdivision No. 1").

C. The Developer proposes to convey the Township Parcels to the Township, in accordance with a certain Agreement for Planned Development District between the Developer, the Township and other parties, covering in part the Subdivision (the "PDD"), to be used by the Township as a golf course or portion thereof, and to benefit the Subdivision as an area for certain storm drainage facilities. The Developer also intends to convey to the Association, as defined below, an area of the Subdivision known as Detention Pond No. 4, more particularly defined in Recital E below.

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 WAYNE COUNTY, MI

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D. The Developer proposes to form a Michigan nonprofit membership corporation, with assessment powers to be known as the Fairway Pines at Pheasant Run Subdivision Association (the "Association"), to be organized and established concurrently with the development of the Subdivision, and consisting of each Lot owner in the Subdivision (the "Owners"). The powers and duties of the Association, including the authority of the Association to levy annual and special assessments upon and against each Lot and Owner for the maintenance of the irrigation system and storm drainage facilities upon the Township Parcels in accordance with the terms of this Agreement and for other purposes, will be more particularly described in (i) the Articles of Incorporation of the Association (the "Articles"), substantially in the form of Exhibit "C" attached hereto; and (ii) the Declaration of Covenants and Restrictions in connection with the Subdivision (the "Declaration"), substantially in the form of Exhibit "D" attached hereto, to be recorded concurrently with the recording of the Plat.

E. The Subdivision will be served by certain irrigation system described on the permit issued by the Wayne County Office of Public Services and certain storm drainage facilities located upon the Township Parcels including (i) a storm water detention pond located outside of the Plat, as more particularly described on Exhibit "E-1" ("Detention Pond No. 1") (ii) two (2) storm water detention ponds located within Outlot "A" of the Plat, as more particularly described on Exhibit "E-2" ("Detention Pond No. 2" and "Detention Pond No. 3") (Detention Ponds No. 1, No. 2 and No. 3 are collectively referred to as the "Golf Course Detention Ponds"); and (iii) a storm water detention pond located in the northeastern corner of the Subdivision, the exact legal description of which will be determined when the portion of the Subdivision containing said Detention Pond is platted ("Detention Pond No. 4"); as well as a storm sewer line extending from the Subdivision to Canton Center Road which lies within the Public Road Right of Way (the "Right of Way Connection Line"). The Detention Ponds and Right of Way Connection Line are collectively referred to as the "Off-Site Storm Drainage Facilities".

F. The Irrigation System and the Off-Site Storm Drainage Facilities will be installed by, and at the expense of the Developer in accordance with the plans and specifications (the "Plans") approved by the Township and the Wayne County Department of Public Services ("Wayne County"), and under the inspection of the Township and Wayne County.

G. As a condition of approval of the Plat, Wayne County will require the execution of a maintenance agreement between the Township and Wayne County (the "Maintenance Agreement"), pursuant to the terms of which the Township would assume the responsibility for the maintenance of, and principal jurisdiction over, the Irrigation System and the Off-Site Storm Drainage Facilities.

H. The Developer has asked the Township to execute the Maintenance Agreement and in pursuance thereof, has deeded the Township Parcels to the Township and in doing so has reserved an easement pertaining to the use of Detention Pond No. 1 as an off-site Storm Drainage Facilities. A form of the deed to the Township is attached hereto as Exhibit "F" (the "Deed"). The Deed and other documents pertaining to the Subdivision shall be recorded by the Township only after the Plat for Subdivision No. 1 has been recorded with the Wayne County Register of Deeds, as provided for in paragraph 7 below. An easement in favor of the Township for access to and maintenance of Detention Pond No. 4. in a form acceptable to both the Developer and the Township, shall be executed and recorded as soon as practicable following recordation of the Plat covering the portion of the Subdivision which contains Detention Pond No. 4. Easements for the other Off-Site Storm Drainage Facilities will be created, as shown on the Plat, upon the recording of the Plat.

I. The Township is willing to accept the conveyance of the Township Parcels, and to execute the Maintenance Agreement, upon the terms and conditions set forth in this Agreement, including, without limitation, the understanding that notwithstanding the conveyance of the Township Parcels to the Township and the execution of the Maintenance Agreement by the Township, the Association (and not the Township) will be responsible for the maintenance of and payment of all costs and expenses directly required for the maintenance, operation, improvement, repair and replacement of the Irrigation System and the Off-Site Storm Drainage Facilities with respect to the use of said facilities for storm water drainage and detention and not as its use may relate to being a part of a golf course, all in accordance with the terms of this Agreement as follows.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and understandings set forth herein, it is hereby agreed as follows:

1. The Township shall execute the Maintenance Agreement as soon as practicable following the execution of this Agreement.

2. The Irrigation System and the Off-Site Storm Drainage Facilities 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. The installation of the Right of Way Connection Line shall be done under the Supervision of the Township and Wayne County.

3. The Developer shall (a) file the Articles with the Michigan Department of Commerce; and (b) cause the Association to be appropriately organized, prior to or as soon as practicable following the execution of this Agreement.

4. Concurrently with the recording of the Plat of the Subdivision, Developer shall (a) record the Declaration among the Wayne County Records; and, (b) convey the Township Property to the Township pursuant to the PDD. The Declaration shall commit the Association to (i) the perpetual maintenance, operation and repair and replacement of the Irrigation System and the Off-Site Storm Drainage Facilities in conjunction with the Township and to the extent provided for in paragraph 5 of this Agreement; (ii) the payment of costs and expenses in connection with the maintenance, operation and repair and replacement of the Irrigation System and the Off-Site Storm Drainage Facilities in conjunction with the Township and to the extent provided for in paragraph 5 of this Agreement; and (iii) the duty to levy appropriate and sufficient assessments (both annual and special) to defray such cost and expenses.

5. The responsibility for maintenance, operation and repair and replacement of the irrigation system shall be the responsibility of the Association. The responsibility for maintenance, operation and repair and replacement of the storm drainage facilities serving the subdivision and the obligation to bear the cost thereof vary based on the following five (5) classifications of storm drainage facilities:

A. Golf Course Detention Ponds. The Golf Course Detention Ponds are designed for and shall serve as golf course water hazards as a first priority and as an area for storm water detention for the Subdivision in the second priority, and shall be maintained as follows:

(i) It shall be the responsibility of the Township as owner of the golf course to maintain, operate and repair the Golf Course Detention Ponds with respect to the Golf Course Detention Ponds use as a golf course water feature and hazard and the Township shall have sole responsibility for payment of all costs and expenses in connection therein. The Township shall not maintain, operate or repair the Golf Course Detention Ponds in such a manner which would reduce the flow or storage of storm water detention below the design

requirements of the Subdivision. The Association shall have no input in such maintenance, operation and repair provided it does not reduce the flow or storage of storm water detention below the design requirements of the Subdivision

(ii) It shall be the responsibility of the Association to maintain, operate and repair the Golf Course Detention Ponds with respect to the Golf Course Detention Ponds use as Off-Site Storm Drainage Facilities for the Subdivision, specifically maintenance required due to the decrease in flow and storage capacity below minimum requirements. The Association shall have sole responsibility for payment of all costs and expenses in connection with maintenance required by said reduced flow and storage. In the event the Association has not performed the necessary maintenance as required by this Paragraph 5(A) (ii), the Township shall notify the Association in writing, delivered to the Association's registered office, that the Township requests such maintenance be performed by the Association. The Association shall have thirty (30) days from receipt of such notice to perform the maintenance. If the Association has not completed the maintenance or is not proceeding diligently towards completion by the end of the thirty (30) day period, then the Township may, but shall not be obligated to, perform the maintenance and the cost of such maintenance shall be paid by the Association.

B. Right of Way Connection Line. The maintenance, repair and replacement of the Right of Way Connection Line, specifically the storm sewer line, extending from the Subdivision to Canton Center Road, which lies within the Public Road Right of Way and delineated on Exhibit "G-1" shall be the responsibility of the Association and the Association shall be responsible for all costs and expenses associated therein.

C. Private Roadway Right of Way. The Maintenance, repair and replacement of all storm sewers and storm water facilities located within the private roadway right of way within the Subdivision, as provided for in a certain Declaration of Reciprocal Roadway Easement between the Developer, the Township and other parties, covering in part the subdivision, which shall be recorded in the Wayne County Records (the "Roadway Agreement") and delineated on Exhibit "G-2" is the responsibility of the Roadway Manager, as defined in the Roadway Agreement, and the Roadway Manager pursuant to

the Roadway Agreement is responsible for all costs and expenses associated therein.

D. Rear Yard Drains. The Maintenance, repair and replacement of all storm sewers located in the rear of each Lot in the subdivision and delineated on Exhibit "G-3" (the "Rear Yard Drains") shall be the responsibility of the Township, and the Township shall be responsible for all costs and expenses associated therein.

E. Remaining On-Site Storm Sewers. The Maintenance, repair and replacement of all storm sewers located within the Subdivision and not covered by Paragraphs 5(A) through 5(D) above and delineated on Exhibit "G-4" shall be the responsibility of the Association and the Association shall be responsible for all costs and expenses associated therein.

Exhibits "G-1" through "G-4", as referenced in this Paragraph 5 apply to Subdivision No. 1. As each subsequent phase of the Subdivision is platted, Exhibits "G-1" through "G-4" shall be updated by Developer to show the storm drainage facilities contained in the such subsequent phase(s) of the Subdivision, all in accordance with the plans and specifications approved by the Township and Wayne County.

6. The Developer and the Township specifically acknowledge that the Developer has obtained Tentative Preliminary Plat approval for all 309 Lots which comprise the Subdivision and that the Developer has obtained Final Preliminary Plat approval for the 123 lots comprising Subdivision No. 1. The terms of this Agreement for Maintenance of Irrigation System and Storm Drainage Facilities are binding on all lots comprising Subdivision No. 1 and as the plat for each subsequent phase of the Subdivision is recorded the lots which comprise each such subsequent phase shall automatically, without further action being required by either party to this agreement, be bound by the terms of this Agreement for Maintenance of Irrigation System and Storm Drainage Facilities. The terms of this paragraph 6 shall be effective upon the receipt by the Township of a resolution of the Board of Directors of the Association, in the form and substance of Exhibit "H" attached hereto and made a part hereof, ratifying the terms of this Agreement for Maintenance of Irrigation System and Storm Drainage Facilities and consenting to be bound by the terms hereof, including the provisions of this paragraph 6 which mandates that this Agreement for Maintenance of Irrigation System and Storm Drainage Facilities shall be binding on all subsequent phases of the Subdivision.

7. Within ten (10) days after the recordation of the plat for Subdivision No. 1 with the Wayne County Register of Deeds, the Township shall cause the PDD, the Declarations (Exhibit "D"), the Roadway Agreement, the Deed (Exhibit "F") and this Agreement for Maintenance of Irrigation System Storm and Drainage Facilities to be recorded with the Wayne County Register of Deeds (collectively the "Recordable Subdivision Documents").

The Township hereby covenants not to record with the Wayne County Register of Deeds any of the Recordable Subdivision Documents prior to the recordation of the plat for Subdivision No. 1 with the Wayne County Register of Deeds even though it is contemplated that all or some of the Recordable Subdivision Documents may be executed and delivered to the Township prior to the recording of said plat. Furthermore, the Township hereby covenants that the Deed will be the last of the Recordable Subdivision Documents to be recorded with the Wayne County Register of Deeds.

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

Charter Township of Canton,
a Michigan municipal corporation

WITNESSES:

Deborah L. Zerkalchik
Deborah L. Zerkalchik

By: [Signature]
Thomas J. Yack, Supervisor

Constance L. Roessler
Constance L. Roessler

And By: Loren N. Bennett
Loren N. Bennett, Clerk

Fairway Pines Limited Partnership,
a Michigan limited partnership

Phyllis M. Ziegenfelder
Phyllis M. Ziegenfelder

By: Biltmore Associates, Inc.,
General Partner

Joyce E. Kuhn
Joyce E. Kuhn

By: [Signature]
Bernard H. Stollman,
Secretary-Treasurer

State of Michigan)
) ss.
County of Wayne)

The within instrument was acknowledged before me this 20th day of July, 1993, by Thomas J. Yack and Loren N. Bennett, the Supervisor and Clerk, respectively, of the CHARTER TOWNSHIP OF CANTON, a Michigan municipal corporation (the "Township"), on behalf of the Township

Constance L. Roessler
Constance L. Roessler, Notary Public
Wayne County, Michigan
My commission expires: 3-2-96

(Notary jurats continued on following page.)

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Joyce E. Kuhn, Notary Public
Oakland County, Michigan
My commission expires: March 26, 1997

Andrew M. Coden, Esq.
Fairway Pines Limited Partnership
2025 W. Long Lake Road, Suite 104
Troy, Michigan 48098