

**STORM WATER MANAGEMENT
LONG-TERM MAINTENANCE AGREEMENT AND PLAN
TOWNES on the GREEN**

THIS AGREEMENT is made this August __, 2022, by and between the **CHARTER TOWNSHIP OF PITTSFIELD**, a Michigan municipal corporation, with principal offices located at 6201 W. Michigan Ave., Ann Arbor, Michigan 48108, (the "Township"), and **ROBERTSON TOWNES ON THE GREEN, LLC**, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, MI 48301, ("Developer").

RECITALS:

1. Developer is developing certain property located in Pittsfield Charter Township, Washtenaw County, Michigan, known as the Townes on the Green ("Development"), and as more particularly described in Exhibit "A" attached hereto
2. Developer must construct a storm water management system to provide adequate drainage in the proposed Development as more particularly described on Exhibit "B" attached hereto.
3. The Township and Developer desire that the storm water management to be constructed in the Development be maintained in perpetuity to ensure that it functions properly as designed and in conformity with applicable laws and regulations.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which are hereby acknowledged, and fully incorporating the above-stated recitals into this Agreement, the Township and Developer agree as follows:

AGREEMENT

1. Developer shall fully, completely and unconditionally assume the obligations of maintaining the storm water management in the Development system until such time as such obligation is transferred to the Association as follows:
 - A. Developer agrees it will inspect, repair, and maintain, at its own expense, the storm drainage system which is located within the Development in conformity with all applicable laws and regulations and in conformity with this Agreement. If Developer fails to do so, then, upon reasonable notice to Developer, the Township may enter upon said premises for the purposes of inspecting, repairing and maintaining said

storm drainage system, in which event Developer agrees to pay to the Township all reasonable charges and expenses incurred thereon.

- B. Developer, its agents, representatives, successors and assigns shall comply with the terms of the inspection and maintenance schedule attached to this Agreement as Exhibit "C", to the extent applicable to the storm drainage system located within the Development.

2. Developer, its agents, representatives, successors and assigns shall defend, indemnify and hold the Township harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any kind or nature whatsoever (hereinafter "Claims"), fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, inspection, maintenance, repair or operation (or omissions in such regard) of the storm water management system which is the subject of this Agreement. This indemnity and hold harmless shall include reasonable costs, expenses and attorney fees incurred by the Township in connection with such Claims or the enforcement of this Agreement.

3. The Developer shall have the responsibility to establish a condominium association for the Development. The Master Deeds and Bylaws for the condominium shall set forth a reference to this Agreement; prescribe the responsibilities of the condominium association; and, provide a feasible method of funding maintenance activities, such as annual dues and/or assessments. The Developer shall be responsible initially for the maintenance obligations provide in this Agreement which have not been assumed by the Township or other governmental agency, until the date of transitional control of the association at which time the maintenance responsibilities set forth in this Agreement shall automatically transfer to the association. Following the transfer of such maintenance responsibilities to the association, the Developer shall have no further maintenance obligations under this Agreement.

4. This Agreement shall bind Developer, its successors and assigns, and any person or entity claiming any right or ownership in the Development and shall run with the land.

5. This Agreement shall be recorded at Developer's expense with the Washtenaw County Register of Deeds.

6. Despite the indication of the drafter indicated below, which is included for recording purposes only, this Agreement shall not be construed in favor or against either Developer or the Township, as it is the result of their mutual efforts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

ROBERTSON TOWNES ON THE GREEN, LLC, a Michigan
limited liability company

ROBERTSON BROTHERS CO.
a Michigan corporation, Manager

By: _____
James V. Clarke
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

Subscribed and sworn to before me this _____ day of 2022, by James V. Clarke,
President of Robertson Brothers Co., a Michigan corporation, , the Manager of Robertson Townes
on the Green LLC, a Michigan limited liability company, on behalf of said corporation and
company.

Notary Public
_____County, Michigan
My Commission Expires: _____

[Intentionally blank. Signatures continued on next page.]

CHARTER TOWNSHIP OF PITTSFIELD,
a Michigan municipal corporation

By: _____
Mandy Grewal, Supervisor

By: _____
Michelle L. Anzaldi, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

Subscribed and sworn to before me this _____ day of _____, _____ by Mandy Grewal, Supervisor, and Michelle L. Anzaldi, Clerk of the Charter Township of Pittsfield, a Michigan municipal corporation.

Notary Public
_____ County, Michigan
My Commission Expires: _____

Drafted by and when recorded return to:
James A. Fink (P40386)
320 N. Main St., Ste. 420
Ann Arbor, MI 48104
734-994-1077

Parcel ID:

Recording Fee:

EXHIBIT A

Legal Description of Property

Real property located in the Pittsfield Township, Washtenaw County, Michigan, more particularly described as follows:

PARCEL 1:

Part of the Northwest 1/4 of Section 7, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 7; thence along the North line of said Section 7, Due West, 941.99 feet (previously recorded as 941.95 feet) to the Point of Beginning of the parcel to be described; thence South 00 degrees 17 minutes 56 seconds West, 593.95 feet (previously recorded as 594.00 feet); thence South 89 degrees 59 minutes 34 seconds West, 153.33 feet (previously recorded as 153.50 feet); thence North 00 degrees 17 minutes 51 seconds East, 593.97 feet (previously recorded as 594.00 feet) to a point on the North line of said Section 7; thence along the North line of said Section 7, Due East, 153.35 feet (previously recorded as 153.50 feet) to the Point of Beginning.

PARCEL 2:

Part of the Northwest 1/4 of Section 7, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 7; thence along the North line of said Section 7, Due West, 1095.34 feet to the Point of Beginning of the parcel to be described; thence South 00 degrees 17 minutes 51 seconds West, 593.97 feet (previously recorded as 594.00 feet); thence South 89 degrees 59 minutes 34 seconds West, 148.34 feet (previously recorded as 148.50 feet); thence North 00 degrees 17 minutes 02 seconds East, 593.99 feet (previously recorded as 594.00 feet) to a point in the North line of said Section 7; thence along the North line of said Section 7, Due East, 148.48 feet (previously recorded as 148.50 feet) to the Point of Beginning.

PARCEL 3:

Part of the Northwest 1/4 of Section 7, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 7; thence along the North line of said Section 7, Due West, 1243.82 feet to the Point of Beginning of the parcel to be described; thence South 00 degrees 17 minutes 02 seconds West, 593.99 feet (previously recorded as 594.00 feet); thence South 89 degrees 59 minutes 34 seconds West, 148.59 feet (previously recorded as 148.50 feet); thence North 00 degrees 18 minutes 05 seconds East 594.01 feet (previously recorded as 594.00 feet) to

a point on the North line of said Section 7; thence along the North line of said Section 7, Due East, 148.41 feet (previously recorded as 148.50 feet) to the Point of Beginning.

EXHIBIT B
Storm Water Management System
See attachment

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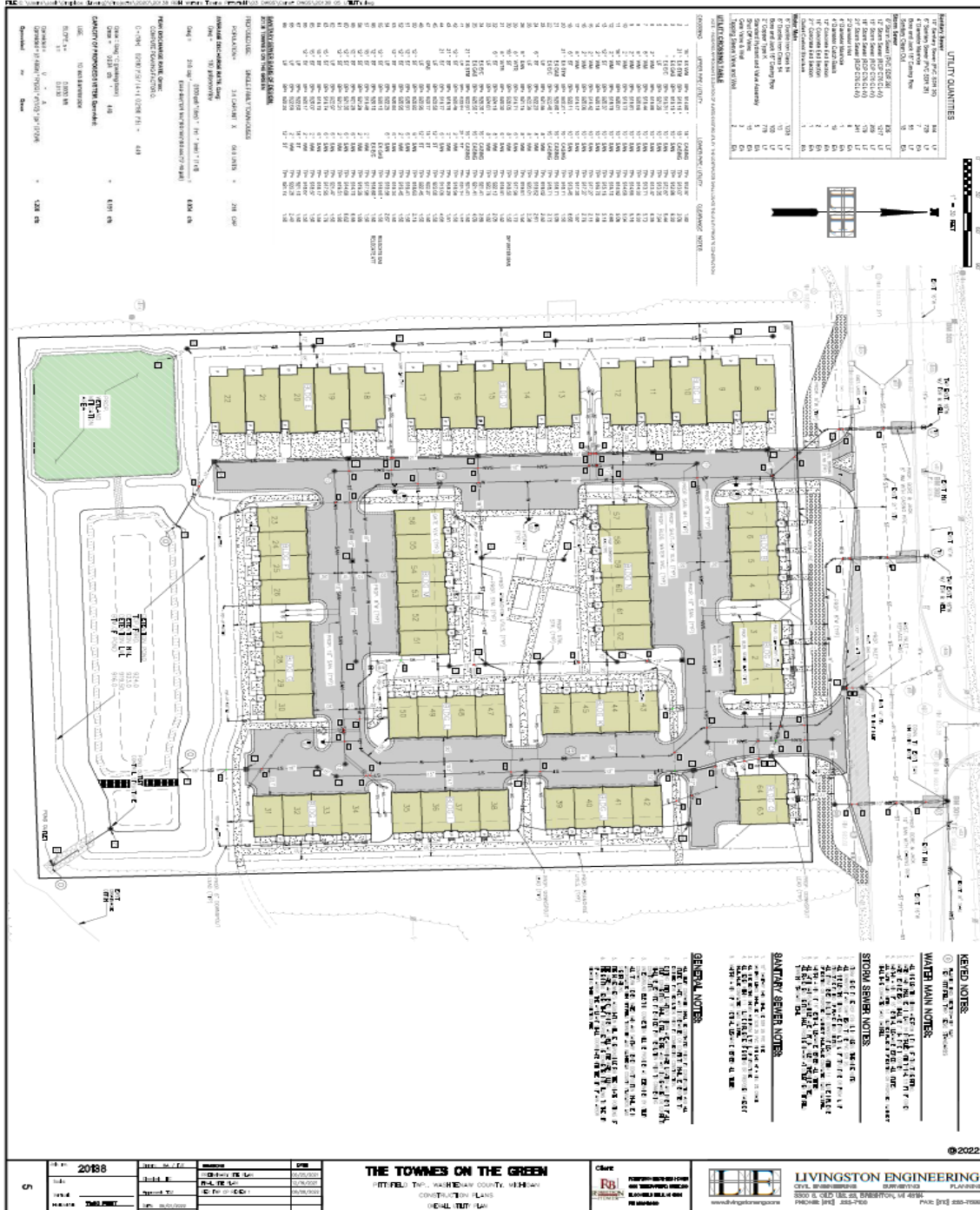


EXHIBIT C

Inspection and Maintenance Schedule

See attachment

EXHIBIT C

Stormwater Maintenance Plan - Tasks / Schedule / Budget								
<div>Project Name: Townes on the Green</div> <div>Responsible Party / OWNER</div> <div>During Construction: DEVELOPER - Roberson Townes on the Green, LLC</div> <div>Post-Construction: HOA - Townes on the Green Homeowner's Association</div>								
TASKS	COMPONENTS						SCHEDULE	ESTIMATED BUDGET
	Storm Sewer System	Ditches and Swales	Outflow Control Structure	Rip-Rap	Storm Detention Areas	Emergency Overflow		
Inspect for sediment, floatables and debris	X	X	X		X		Annually	\$200.00
Removal of sediment, floatables and debris	X	X	X		X		As Needed	\$800.00
Inspection for erosion		X	X	X	X		Quarterly	\$150.00
Re-establish permanent vegetation on eroded slopes		X			X		As Needed	\$350.00
Replacement of Stone			X	X		X	As Needed	\$500.00
Mowing		X			X		0-2 times per year	\$400.00
Inspect Stormwater system compnents during wet weather and compare to as-built plans (by professional engineer reporting to OWNER)	X	X	X	X	X	X	Annually	\$250.00
Make adjustments or replacements as determined by annual wet weather inspection	X	X	X	X	X	X	As needed	\$400.00
Keep records of all inspections and maintenance activities and report to OWNER.							Annually	
Keep records of all costs for inspections, maintenance and repairs. Report to PITTSFIELD TOWNSHIP.							Annually	
Inspect stormwater system components following storms of one inch or more.	X	X	X	X	X	X	As needed	\$150.00
							Total Annual Budget	\$3,200.00
<div>Notes:</div> <div>1. "As Needed" refers to when sediment has accumulated to a maximum of one foot depth, visual debris exists, or if the stormwater management basin does not drain within 48-72 hours after a rain event.</div> <div>2. During construction, it is the DEVELOPER's responsibility to perform maintenance. After construction has concluded, it will be OWNER's responsibility to perform maintenance.</div> <div>3. No chemicals are allowed in stormwater features or buffer zones, with the following exception: invasive species may be treated with chemicals by a certified applicator.</div>								

Upon completion of annual routine inspections,
documentation shall be provided to Pittsfield Township

Mail to:

Pittsfield Charter Township
6205 W. Michigan Avenue
Ann Arbor MI 48108

Attn: Department of Utilities and Municipal Services