

MAINTENANCE AGREEMENT.
STORM WATER RETENTION BASIN AND COMMON AREAS,
MAPLE HILL SUBDIVISION

THIS AGREEMENT executed this 13 day of September, 1983 by and between the Township of Northville, a Michigan municipal corporation, hereinafter referred to as the "TOWNSHIP", and David V. Johnson, hereinafter referred to as the "PROPRIETOR."

A. The PROPRIETOR has submitted a plat for Maple Hill Subdivision for approval by the TOWNSHIP and other agencies of the County of Wayne and State of Michigan.

B. The PROPRIETOR has set aside an area within the Subdivision in which storm water will be temporarily retained to be released into the storm water drainage system at a controlled and reduced rate of flow.

C. The PROPRIETOR has set aside a common area for the use by all residents of the Subdivision. There will be maintenance of the retention area and common areas required in such matters as the cutting of weeds or grass, removal of trash or paper, and protection of the site of the retention area.

D. The Board of County Road Commissioners of the County of Wayne have requested the TOWNSHIP to accept jurisdiction and maintenance of the retention area.

E. The TOWNSHIP is under no legal duty to assume such jurisdiction and maintenance, but will accept jurisdiction and maintenance of the retention area on condition it receives payment for all expenses which may be incurred in maintaining

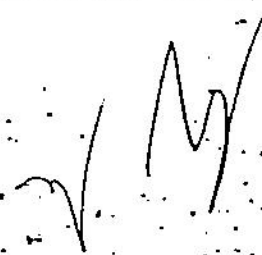


EXHIBIT B

for maintaining the retention area and common areas.

6. No later than the sale of ninety-five (95%) percent of the lots in the Subdivision to a home owner, and sooner than such date at the discretion of the PROPRIETOR, the PROPRIETOR shall deed the site of the retention area and common areas to the Association and shall transfer ownership of the shares or membership interests in the Homeowners Association to the owners of each lot in the Subdivision. The lot owners, through the Association, shall thereafter control and maintain all common areas within the Subdivision.

7. The term "MAINTENANCE" shall include, but shall not be limited to the preservation of the established grades in the common area, cutting of weeds, grass or other plant matter, elimination of insects, and animals in the area, cleaning of the area, removal of silt or debris from drain lines, repair of any dam, valve or drain line, and all and every act or repair necessary to assure the operation of the retention area in the manner and for the purpose for which it was designated, including removing, reinstalling or reconstruction.

8. Officers, agents or employees of the TOWNSHIP shall have access to the retention area and common areas at all times for the purpose of inspecting the areas and determining what maintenance is required. Entry by the TOWNSHIP shall not constitute a dedication to the TOWNSHIP nor an acceptance of title to the area by the TOWNSHIP.

9. In the event the TOWNSHIP shall determine solely in its reasonable discretion that any maintenance of the

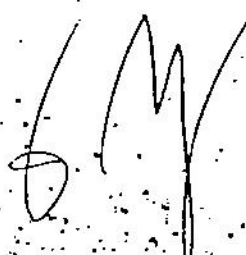
13. The Agreement shall be recorded forthwith and the Wayne County Register of Deeds at PROPRIETOR'S sole cost and expense and shall run with the land and bind and inure to the benefit of all owners of lots in Maple Hill Subdivision and the Township of Northville and its successors.

14. The PROPRIETOR of all lands comprising the plat of Maple Hill Subdivision shall defend, indemnify and save harmless from risk of loss and all expenses, costs, interest, actual attorney's fees, settlement sums and judgments, if any, the TOWNSHIP from any claims, demands, actions, damages and injuries of any kind, nature or description which may be made against the TOWNSHIP from date hereof to the date of the approval by said TOWNSHIP of PROPRIETOR'S "as built" plans (see Paragraph 2 above), whether directly, or indirectly, on account of, arising from or occurring as a result of the design and/or construction of the storm water drains and retention area and the appurtenances, connections, attachments and appliances thereof. Upon the TOWNSHIP'S granting of such approval, any liability or obligation of the PROPRIETOR under the preceding sentence shall terminate (except with respect to acts prior to such approval), and the status of PROPRIETOR shall be, for such periods of time as it shall own any portion of the Maple Hill Subdivision, only as an owner of lots in the Subdivision. The owners of lots in the Subdivision shall defend, indemnify and save harmless from risk of loss and all expenses, costs, interest, actual attorney's fees, settlement sums and judgments, if any, the TOWNSHIP from any claims, demands, actions, damages and injuries of any kind, nature or description which may at any time be made against the TOWNSHIP whether directly or indirectly, on account of, arising from or occurring as a

omission of any of the same or their agents, but excluding acts of the Township), of the storm water drains, retention area and the other elements or components of the sewer system for the Subdivision as to which the Township is assuming control or jurisdiction pursuant to the attached form of Agreement for the Subdivision between the TOWNSHIP and the Board of County Road Commissioners of the County of Wayne.

Until such time as the Homeowner's Association is created and the ownership of shares or membership interests therein are transferred to lot owners in the Subdivision, the PROPRIETOR shall perform and observe each of the particular and general conditions of the Permit C issued by the Board of the County Road Commissioners for the County of Wayne with respect to the Subdivision, a copy of which Permit is attached to the aforementioned Agreement. Once the Homeowner's Association has been formed and the ownership of shares or membership interests therein has been transferred to the lot owners in the Subdivision, the liability and obligations of the PROPRIETOR under the preceding sentence shall terminate except with respect to acts prior to such transfer, and the Homeowner's Association shall perform and observe all the particular and general conditions of said Permit C.

In the event that David V. Johnson sells or transfers his interest in the Subdivision, on land contract or otherwise, to another party or entity which in the reasonable discretion of the Township is a bona fide developer, and if such developer agrees to assume the obligations of the PROPRIETOR hereunder, then any liability or obligation hereunder of Mr. Johnson shall



STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

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The foregoing instrument was acknowledged before me
this 13th day of October, 1983 by David V. Johnson.

Junie L. Sartzell
Notary Public, Wayne County,
Michigan

April 21, 1984
My Commission Expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me
this 13th day of October, 1983, by John E. MacDonald,
Supervisor of the Township of Northville, and Susan J. Reintz,
Clerk of the Township of Northville, a municipal corporation,
on behalf of the Township of Northville.

Junie L. Sartzell
Notary Public, Wayne County,
Michigan

April 21, 1984
My Commission Expires:

Drafted by and when
recorded return to:

A. Nels Carlson, Esq.
Kerr, Russell & Weber
2100 Detroit Bank & Trust Bldg.
Detroit, Michigan 48226