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DRAINAGE MAINTENANCE AGREEMENT

THIS DRAINAGE MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 11th day of July 2017, by and among **ARBOR RIDGE COMMUNITY CORPORATION**, a Michigan nonprofit corporation (the "Arbor Ridge Association"), the address of which is c/o Pinnacle Condominium Mgt., LLC, 2320 Washtenaw Avenue, Suite 200, Ann Arbor, Michigan 48104, **DIVERSE REAL ESTATE LLC**, a Michigan limited liability company ("Diverse"), the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, MI 48315, **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company ("SE"), the address of which is 12955 - 23 Mile Road, Shelby Township, Michigan 48315, and **MEADOWS OF ARBOR RIDGE CONDOMINIUM ASSOCIATION**, a Michigan nonprofit corporation (the "Meadows of Arbor Ridge Association") the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315.

RECITALS:

A. The Arbor Ridge Association has been established to administer the common affairs of Arbor Ridge Condominiums, a residential condominium project located in Pittsfield Township, Washtenaw County, Michigan that was established pursuant to that certain Master Deed recorded in Liber 3127, Page 722, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 214 (the "Arbor Ridge Condominiums").

B. SE is the fee simple owner of certain land located contiguous to Arbor Ridge Condominiums and described in **Exhibit A** attached hereto (the "Meadows Future Development Area").

C. Diverse is the Developer of a residential condominium project known as Meadows of Arbor Ridge that is contiguous to Arbor Ridge Condominiums and the Meadows Future Development Area and was established pursuant to that certain Master Deed recorded in Liber 5111, Page 413, Washtenaw County Records (the "Meadows of Arbor Ridge Master Deed"), and designated as Washtenaw County Condominium Subdivision Plan No. 624 (the "Meadows of Arbor Ridge").

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Time Submitted for Recording
Date July 2017 Time 11:30 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

D. Diverse has reserved in the Meadows of Arbor Ridge Master Deed the right to expand Meadows of Arbor Ridge to include the Meadows Future Development Area and it is intended that Diverse will exercise such right.

E. The Meadows of Arbor Ridge Association has been established to administer the common affairs of Meadows of Arbor Ridge.

F. The parties desire to establish easements pertaining to the Detention Basins, Common Storm Sewer Lines and Common Pathway (each is hereinafter defined) and to provide for the maintenance, repair and replacement of the Detention Basins, Common Storm Sewer Lines and Common Pathway.

NOW, THEREFORE, in consideration of the foregoing recitals, the execution of this Agreement by the parties hereto, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The following terms shall have the meaning ascribed to each of them below:

a. "Common Pathway" means that portion of that certain pathway identified on **Exhibit B** attached hereto as the "Common Pathway", which Common Pathway as depicted on such Exhibit reflects the relocation and modification of an existing pathway pursuant to this Agreement.

b. "Common Storm Sewer Lines" means the storm sewer lines located within the Arbor Ridge Condominiums or the Meadows Future Development Area through which the storm water runoff outlet from the Detention Basins drain as depicted and described on **Exhibit C** attached hereto.

c. "Detention Basin C" means the detention basin depicted on **Exhibit B** attached hereto as Detention Basin "C". The term "Detention Basin C" shall be deemed to include all inflow and outflow structures and permanent soil erosion and sedimentation control measures associated with Detention Basin C.

d. "Detention Basin D" means the detention basin depicted on **Exhibit B** attached hereto as Detention Basin "D". The term "Detention Basin D" shall be deemed to include all inflow and outflow structures and permanent soil erosion and sedimentation control measures associated with Detention Basin D.

e. "Detention Basin E" means the detention basin depicted on **Exhibit B** attached hereto as Detention Basin "E", as expanded and improved pursuant to this Agreement, that is currently located solely within Arbor Ridge Condominiums but which, after the completion of such improvements, will be located within Arbor Ridge Condominiums and the Meadows Future Development Area, which detention basin, as so improved, will collect storm water runoff originating on all or a portion of each Parcel and outlets such runoff to the east of Detention Basin E. The term "Detention Basin E" shall be deemed to include all inflow and

outflow structures and permanent soil erosion and sedimentation control measures associated with Detention Basin E.

f. “Detention Basins” means Detention Basin C, Detention Basin D and Detention Basin E, collectively.

g. “Drainage District” shall mean Arbor Ridge Condominiums, the Meadows Future Development Area, and Meadows of Arbor Ridge, as depicted on **Exhibit B**.

h. “Off-Site Drainage District” shall mean the entire Drainage District except for Arbor Ridge Condominiums.

i. “Off-Site Drainage Units” shall mean Units located within the Off-Site Drainage District.

j. A “Parcel” shall mean each of Arbor Ridge Condominiums, the Meadows Future Development Area, and Meadows of Arbor Ridge.

k. A “Person” shall mean an individual or any partnership, corporation, limited liability company, association or other entity.

l. A “Responsible Person” shall mean, except as otherwise provided in (iii) below, the condominium or homeowners association created to administer the common affairs of a Parcel, or if no such association exists with respect to a Parcel, the owner or owners of such Parcel. As of the date hereof,

i. the Arbor Ridge Association is the Responsible Person for Arbor Ridge Condominiums;

ii. SE is the Responsible Person for the Meadows Future Development Area. In the event that the Meadows Future Development Area is added to Meadows of Arbor Ridge, upon the effectiveness of such addition, the Responsible Person for the Meadows Future Development Area will be the Meadows of Arbor Ridge Association; and

iii. Diverse and the Meadows of Arbor Ridge Association, jointly and severally, are the Responsible Person for Meadows of Arbor Ridge. Upon the transfer of control of the Meadows of Arbor Ridge Association from Diverse to the non-Developer co-owners of the Meadows of Arbor Ridge Association as contemplated in Article XI of the Condominium Bylaws of the Meadows of Arbor Ridge (the “MAR Transition Date”), solely the Meadows of Arbor Ridge Association shall be the Responsible Person for the Meadows of Arbor Ridge.

m. A “Unit” means any condominium unit within the Drainage District.

2. Grant of Easements for Construction, Drainage, Detention and Maintenance.

a. The Arbor Ridge Association hereby grants to Diverse a temporary non-exclusive easement, for the benefit of the Off-Site Drainage District, on, in, under, over and across Arbor Ridge Condominiums to make the alterations and improvements to Detention Basin E identified on **Exhibit D** attached hereto (collectively, the “Detention Basin E Improvements”). Diverse shall complete the Detention Basin E Improvements at its sole cost and expense. Diverse shall also restore at its sole cost and expense any portion of Arbor Ridge Condominiums damaged by or in connection with the making of the Detention Basin E Improvements to substantially the same condition as existed prior to such damage, including the replacement of any trees located outside of Detention Basin E but within Arbor Ridge Condominiums that were removed in connection with the Detention Basin E Improvements and the restoration of any lawn or grass areas to their prior condition. Diverse shall use diligent efforts to complete the Detention Basin E Improvements and all such restoration within seventy-five (75) days after Diverse has obtained all governmental approvals and authorizations required to complete the Detention Basin E Improvements and all governmental conditions to the commencement of performance of the Detention Basin E Improvements have been satisfied, including but not limited to a preconstruction meeting with Pittsfield Township, subject to delays caused by weather conditions or other events beyond the reasonable control of Diverse (“Force Majeure Delays”). Diverse shall not have the right to construct any improvements within Arbor Ridge Condominiums pursuant to this Paragraph 2.a. other than the Detention Basin E Improvements. Upon completion of the Detention Basin E Improvements and restoration and the receipt of all required governmental approvals, Diverse shall provide the Arbor Ridge Association with written notice thereof, and for a thirty (30) day period after the date of such notice, the Arbor Ridge Association shall have the right to inspect the Detention Basin E Improvements and restoration. Within fifteen (15) days after such inspection, the Arbor Ridge Association shall provide Diverse with written notice either (i) confirming that the Detention Basin E Improvements and restoration are substantially complete (a “Detention Basin E Completion Notice”), or (ii) identifying, in the Arbor Ridge Association’s reasonable discretion, the specific Detention Basin E Improvements and/or restoration measures that remain to be completed. The easement granted under this Section 2.a shall expire without further action of the parties on the date of any Detention Basin E Completion Notice provided by the Arbor Ridge Association to Diverse.

b. The Arbor Ridge Association hereby grants to Diverse a temporary non-exclusive easement on, in, under, over and across Arbor Ridge Condominiums to make the alterations and improvements to Detention Basin C and Detention Basin D identified on **Exhibit E** attached hereto (collectively, the “Detention Basin C and D Improvements”). Diverse shall complete the Detention Basin C and D Improvements at its sole cost and expense. Diverse shall also restore at its sole cost and expense any portion of Arbor Ridge Condominiums damaged by or in connection with the making of the Detention Basin C and D Improvements to substantially the same condition as existed prior to such damage, including the replacement of any trees located outside of Detention Basin C and Detention Basin D but within Arbor Ridge Condominiums that were removed in connection with the Detention Basin C and D Improvements and the restoration of any lawn or grass areas to their prior condition. Diverse shall use diligent efforts to complete the Detention Basin C and D Improvements and all such restoration within seventy-five (75) days after Diverse has obtained all governmental approvals and authorizations required to complete the Detention Basin C and D Improvements and all

governmental conditions to the commencement of the performance of the Detention Basin C and D Improvements have been satisfied. Upon completion of the Detention Basin C and D Improvements and restoration and the receipt of any required governmental approvals, Diverse shall provide the Arbor Ridge Association with written notice thereof, and for a thirty (30) day period after the date of such notice, the Arbor Ridge Association shall have the right to inspect the Detention Basin C and D Improvements and restoration. Within fifteen (15) days after such inspection, the Arbor Ridge Association shall provide Diverse with written notice either (i) confirming that the Detention Basin E Improvements and restoration are substantially complete (a "Detention Basin C and D Improvements Completion Notice"), or (ii) identifying, in the Arbor Ridge Association's reasonable discretion, the specific Detention Basin C and D Improvements and/or restoration measures that remain to be completed. The easement granted under this Section 2.b shall expire without further action of the parties on the date of any Detention Basin C and D Improvements Completion Notice provided by the Arbor Ridge Association to Diverse. The parties acknowledge that the performance of the work described in this Section 2.b will require the removal of vegetation and trees within Detention Basin C and Detention Basin D and that Diverse shall have no obligation to replace any such vegetation or trees.

c. Diverse shall, during the period (i) commencing upon the date of issuance of the first building permit for the Meadows Future Development Area or thirty (30) days after the date of this Agreement, whichever is earlier, and (ii) expiring upon the issuance of certificates of occupancy for one hundred percent (100%) of the Off-Site Drainage Units (the "Construction Period"), perform the maintenance and restoration measures relating to the Detention Basins identified on **Exhibit F** attached hereto, in accordance with the schedule set forth therein, subject to Force Majeure Delays (collectively, the "Detention Basin Construction Period Maintenance"). The Arbor Ridge Association hereby grants to Diverse a temporary non-exclusive easement on, in, under, over and across Arbor Ridge Condominiums to perform the Detention Basin Construction Period Maintenance. Diverse shall complete the Detention Basin Construction Period Maintenance at its sole cost and expense. Diverse shall also restore at its sole cost and expense any portion of Arbor Ridge Condominiums damaged by or in connection with the Detention Basin Construction Period Maintenance to substantially the same condition as existed prior to such damage, including the replacement of any trees located outside of the Detention Basins but within Arbor Ridge Condominiums that were removed in connection with the Detention Basin Construction Period Maintenance and the restoration of any lawn or grass areas to their prior condition. Diverse shall complete each Detention Basin Construction Period Maintenance and all such restoration within ninety (90) days after the applicable date set forth in Exhibit F, subject to subject to Force Majeure Delays. Upon completion of the applicable Detention Basin Construction Period Maintenance and restoration and the receipt of any required governmental approvals, Diverse shall provide the Arbor Ridge Association with written notice thereof, and for a thirty (30) day period after the date of such notice, the Arbor Ridge Association shall have the right to inspect the applicable Detention Basin Construction Period Maintenance and restoration. Within fifteen (15) days after such inspection, the Arbor Ridge Association shall provide Diverse with written notice either (i) confirming that the applicable Detention Basin Construction Period Maintenance and restoration are substantially complete (a "Detention Basin Construction Period Maintenance Completion Notice"), or (ii) identifying, in the Arbor Ridge Association's reasonable discretion, the specific Detention Basin Construction

Period Maintenance and/or restoration measures that remain to be completed. The easement granted under this Section 2.c shall expire without further action of the parties on the date of the last possible Detention Basin Construction Period Maintenance Completion Notice to be provided by the Arbor Ridge Association to Diverse under this Section 2.c.

d. Effective upon the provision by the Arbor Ridge Association to Diverse of both (i) a Detention Basin E Improvements Completion Notice and (ii) a Detention Basin C and D Improvements Completion Notice, which Arbor Ridge Association shall not unreasonably withhold, condition or delay, the Arbor Ridge Association grants to Diverse, SE, and the Meadows of Arbor Ridge Association and their respective successors and assigns (including the owners of Off-Site Drainage Units):

i. a permanent non-exclusive easement, for the benefit of the Off-Site Drainage District, for the drainage of storm water runoff originating on the Off-Site Drainage District into and through the Common Storm Sewer Lines and Detention Basins C and D, in each case to the extent located within Arbor Ridge Condominiums,

ii. a permanent non-exclusive easement, for the benefit of the Off-Site Drainage District, for the drainage of storm water runoff originating on the Off-Site Drainage District into and through Detention Basin E, to the extent located within Arbor Ridge Condominiums, and

iii. a permanent, non-exclusive easement, for the benefit of the Off-Site Drainage District, for pedestrian ingress and egress over and across the portion of the Common Pathway that will be located within Arbor Ridge Condominiums after the Detention Basin E Improvements have been completed.

e. SE and Diverse hereby grant to the Arbor Ridge Association and each owner of a Unit located within Arbor Ridge Condominiums a permanent, non-exclusive easement, for the benefit of Arbor Ridge Condominiums, for the drainage of storm water runoff originating on Arbor Ridge Condominiums into and through the portion of Detention Basin E hereafter located within the Meadows Future Development Area.

f. SE and Diverse hereby grant to the Arbor Ridge Association and each owner of a Unit located within Arbor Ridge Condominiums a permanent, non-exclusive easement, for the benefit of Arbor Ridge Condominiums, for pedestrian ingress and egress over and across the portion of the Common Pathway that is hereafter located within the Meadows Future Development Area; provided, however, that such easement shall not become effective until the completion of the Detention Basin E Improvements and approval thereof by all applicable governmental authorities.

g. SE and Diverse hereby grant to the Arbor Ridge Association a permanent, non-exclusive easement over and across the Meadows Future Development Area as may be necessary for the purpose of maintaining, repairing and replacing Detention Basin E and Common Storm Sewer Lines located within the Meadows Future Development Area. The Arbor Ridge Association shall restore any portion of the Meadows Future Development Area damaged by or in connection with any such maintenance, repair or replacements to substantially the same conditions as existed prior to such damage, including the replacement of any trees located outside of the Detention Basin E but within the Meadows Future Development Area that were removed in connection with any such maintenance, repair or replacement and the restoration of any lawn or grass areas to their prior condition.

h. After completion of the Detention Basin E Improvements and the Detention Basin C and D Improvements, and subject to Diverse's obligation to perform the Detention Basin Construction Period Maintenance during the Construction Period, the Arbor Ridge Association shall perform the maintenance measures relating to the Detention Basins, Common Storm Sewer Lines and Common Pathway set forth on **Exhibit G** attached hereto (the "Ongoing Maintenance"), in accordance with all applicable laws. If the Arbor Ridge Association fails to perform the Ongoing Maintenance as required above, and such failure is not cured within sixty (60) days (or such longer period as may be reasonable in light of seasonal and weather conditions) after written notice thereof from the Responsible Person for the Meadows of Arbor Ridge or the Responsible Person for the Meadows Future Development Area (provided that such notice and cure period shall be only twenty-four (24) hours in the event of an emergency), the Responsible Person for such other Parcel may cure such failure and the Arbor Ridge Association shall pay all of the reasonable costs incurred by such Responsible Person in curing such failure within thirty (30) days after the Arbor Ridge Association's receipt of an invoice therefor from such Responsible Person, together with reasonable supporting documentation of such costs. Such Responsible Person shall have the right to enter Arbor Ridge Condominiums in accordance with this Section 2.1 as reasonably necessary to effect such cure. Any invoice that is not paid by the Arbor Ridge Association within such thirty (30) day period shall thereafter bear interest at the lesser of seven percent (7%) or the highest rate permitted by applicable law. Such Responsible Person may bring an action against the Arbor Ridge Association to recover any unpaid sums. Expenses incurred in collecting any such delinquent sums, including interest, costs and reasonable attorney's fees, shall be chargeable to the Arbor Ridge Association.

i. After the completion of the Detention Basin E Improvements and the Detention Basin C and D Improvements in accordance with this Section 2, subject to Diverse's obligation to perform the Detention Basin Construction Period Maintenance during the Construction Period, the Responsible Person for each Parcel shall bear its Proportionate Share (as defined below) of the Ongoing Maintenance costs incurred by the Association.

i. The Proportionate Share of the Meadows Future Development Area is 33.0%, the Proportionate Share of Arbor Ridge Condominiums is 43.3%, and the Proportionate Share of Meadows of Arbor Ridge is 23.7%.

ii. The Arbor Ridge Association shall establish an annual budget for the Ongoing Maintenance, in advance, for each fiscal year (or portion thereof). The budget shall project all expenses for Ongoing Maintenance for such fiscal

year, including an adequate reserve fund, which shall be equal at a minimum to ten percent (10%) of the total projected expenses for Ongoing Maintenance for such fiscal year. Copies of the budget, together with reasonable supporting documentation, shall be delivered to the Responsible Person for each Parcel. Should Arbor Ridge determine at any time, in its sole discretion, that the projected expenses in the annual budget may prove to be insufficient to cover the Ongoing Maintenance costs or that an event of emergency exists, the Arbor Ridge Association shall have the right, in its sole discretion, to increase the annual budget as it shall deem necessary. The Arbor Ridge Association shall invoice the Responsible Person for each Parcel in advance on a quarterly basis (i.e. on or around January 1, April 1, July 1 and October 1 of each year) for its Proportionate Share of the Ongoing Maintenance costs set forth in the annual budget pursuant to this Section 2.i. Such Responsible Person shall pay any such invoice to the Arbor Ridge Association within thirty (30) days of receipt of such invoice. Any invoice that is not paid by such Responsible Person within such thirty (30) day period shall thereafter bear interest at the lesser of seven percent (7%) per annum or the highest rate permitted by applicable law. In addition, in the event that a Responsible Person fails to make timely payment of any quarterly installment as required under this Section 2.i, the Arbor Ridge Association shall have the right to declare all unpaid quarterly installments from such Responsible Person for the current fiscal year to be immediately due and payable. Payments on account of installments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges; and third, to installments in default in order of their due dates.

iii. Until the MAR Transition Date, any invoices past due under this Section 2.i with respect to the Meadows of Arbor Ridge, together with interest on such sums, collection charges, attorneys' fees, and any other charges under this Agreement shall constitute a lien upon the portion of such Parcel then owned in fee simple by Diverse, which lien shall be subordinate to any mortgage or mortgages on all or any portion of such portion of such Parcel existing of record at the time such lien arises.

iv. Until such time as (i) the Meadows of Arbor Ridge has been expanded, or another condominium has been legally created, to include the Meadows Future Development Area, and (ii) if the Meadows Future Development Area has been included

(A) within the Meadows of Arbor Ridge, the MAR Transition Date has occurred, or

(B) within another condominium, the date has occurred on which control of the co-owners association for such condominium has been transferred from the developer to the non-developer co-owners of such condominium,

any invoices past due under this Section 2.i with respect to the Meadows Future Development Area, together with interest on such sums, collection charges, attorneys fees, and any other charges under this Agreement, shall constitute a lien upon the portion of such Parcel owned in fee simple by SE, which lien shall be subordinate to any mortgage or mortgages on all or any portion of such Parcel existing of record at the time such lien arises.

v. The Arbor Ridge Association may bring an action against a Responsible Person to recover any unpaid sums. The expenses incurred in collecting any such delinquent sums, including interest, costs and reasonable attorneys' fees, shall be chargeable to such Responsible Person.

3. Standard of Work. All work required to be performed by any party in connection with this Agreement shall be performed in accordance with the specifications and other requirements set forth in this Agreement and the exhibits hereto, using that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar locales, and in compliance with applicable law.

4. Covenants Running with the Land. The easements herein granted and the agreements herein contained shall be easements and covenants running with the land and shall benefit and burden Arbor Ridge Condominiums, the Meadows Future Development Area, and Meadows of Arbor Ridge and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including successors in title to all or any portion of Arbor Ridge Condominiums, the Meadows Future Development Area, or Meadows of Arbor Ridge and any condominium or homeowners association now or hereafter established with respect to Arbor Ridge Condominiums, the Meadows Future Development Area, or Meadows of Arbor Ridge.

5. Indemnity and Release.

a. Each of Diverse and SE (each, an "Indemnifying Party" and collectively the "Indemnifying Parties"), jointly and severally, hereby indemnifies and holds harmless the Arbor Ridge Association from any and all claims, debts, causes of action or judgments arising from (i) any damage to any property or injury to any person occurring within Arbor Ridge Condominiums that arises out of any Indemnifying Party's or any of its agent's or contractor's performance of the Detention Basin E Improvements, the Detention Basin C and D Improvements and/or the Detention Basin Construction Period Maintenance or (ii) any failure of an Indemnifying Party or any of its agents or contractors to comply with applicable law then in effect in the performance of the Detention Basin E Improvements, the Detention Basin C and D Improvements or the Detention Basin Construction Period Maintenance, except to the extent such damage or injury arises out of the negligence or willful misconduct of the Arbor Ridge Association or any of its agents, contractors or employees.

b. The Meadows of Arbor Ridge Association hereby indemnifies and holds harmless the Arbor Ridge Association from any and all claims, debts, causes of action or judgments arising from any failure of the Meadows of Arbor Ridge Association or any of its agents or contractors to comply with applicable law then in effect or any failure to perform its

obligations under any agreement with a governmental authority then in effect (including, without limitation, any applicable ordinance of or agreement with the Township of Pittsfield) to the extent relating to any of the Common Storm Sewer Lines or Detention Basins, except to the extent such damage or injury arises out of the negligence or willful misconduct of the Arbor Ridge Association or any of its agents, contractors or employees.

c. The Arbor Ridge Association hereby indemnifies and holds harmless Diverse, SE and the Meadows of Arbor Ridge Association from any and all claims, debts, causes of action or judgments arising from (i) any damage to any property or injury to any person occurring within the Meadows Future Development Area or the Meadows of Arbor Ridge arising out of the Association's or any of its agent's or contractor's performance of the Ongoing Maintenance or (ii) any failure of the Arbor Ridge Association or any of its agents or contractors to comply with applicable law then in effect in the performance of the Ongoing Maintenance, except to the extent any such damage or injury arises out of the negligence or willful misconduct of Diverse, SE or the Meadows of Arbor Ridge Association or any of its or their respective agents, contractors or employees, and provided, that the foregoing indemnity shall apply to each of Diverse and SE only so long as such party owns title to all or any portion of the Meadows Future Development Area or the Meadows of Arbor Ridge.

d. Each of the Indemnifying Parties and the Meadows of Arbor Ridge Association acknowledges and agrees that it shall enter onto Arbor Ridge Condominiums at its sole risk and hazard and hereby irrevocably releases and discharges Arbor Ridge Association, its directors, officers, members, employees, agents and representatives from any and all claims relating to any entry upon Arbor Ridge Condominiums by such Indemnifying Party or the Meadows of Arbor Ridge Association and/or their respective agents or contractors except for any contractual claims arising under the express terms of Section 2.h. hereof. The Association acknowledges and agrees that it shall enter onto the Meadows Future Development Area at its sole risk and hazard and hereby irrevocably releases and discharges each of the Indemnifying Parties and their respective directors, officers, members, managers, employees, agents and representatives from any and all claims relating to any entry upon the Meadows Future Development Area by the Association and/or its agents or contractors.

6. No Rights to Public. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any property to the general public or for any public use or purpose whatsoever.

7. No Agency or Partnership. This Agreement does not create any kind of agency, partnership, joint venture or employment relationship between or among the parties.

8. Amendments. No amendment of this Agreement shall be effective until a proper instrument in writing has been (a) executed by each Responsible Person and (b) recorded with the Washtenaw County Register of Deeds; provided, however, that no amendment of this Agreement may be made without the written consent of (i) Diverse so long as the Development and Sales Period (as defined in the Meadows of Arbor Ridge Master Deed) has not expired, and (ii) SE so long as SE owns title to all or any portion of the Meadows Future Development Area or Meadows of Arbor Ridge.

9. Entire Agreement. This Agreement and all exhibits constitute the entire agreement among the parties regarding the subject matter of this Agreement, and all prior negotiations and agreements relating to such subject matter, whether written or oral, are superseded hereby and shall be of no further force or effect.

10. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail to the addresses first provided above, provided that any party may change such address by written notice to the other party.

11. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Venue for any disputes arising in relation to this Agreement shall lie in Washtenaw County.

12. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

13. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision, or condition to persons or circumstances, other than those in respect of which it is invalid or unenforceable) shall not be affected thereby and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

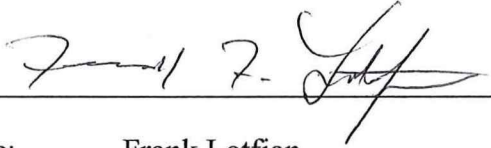
14. Recording. The parties acknowledge and agree that promptly upon execution and delivery of this Agreement by the parties, the Arbor Ridge Association shall cause this Agreement to be recorded with the Washtenaw County Register of Deeds.

15. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same instrument and shall be binding upon each of the parties hereto as fully and completely as if all had signed but one instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ARBOR RIDGE COMMUNITY CORPORATION, a Michigan nonprofit corporation

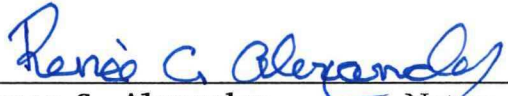
By: 

Name: Frank Lotfian

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 9th day of June, 2017, by Frank Lotfian, the President of Arbor Ridge Community Corporation, a Michigan nonprofit corporation, on behalf of the corporation.


Renee C. Alexander, Notary Public
Washtenaw County, Michigan
My commission expires: 12/15/2017
Acting in Washtenaw County, MI

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

By: Chris Cousino
Chris Cousino, its Authorized Agent

STATE OF MICHIGAN)
COUNTY OF Macomb) ss.

The foregoing instrument was acknowledged before me this 20th day of June, 2017, by Chris Cousino, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.

Theresa Kowalski
Theresa Kowalski, Notary Public
Macomb County, Michigan
My commission expires: 01-06-21
Acting in Macomb County, MI

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page to Drainage Maintenance Agreement]

S.E. MICHIGAN LAND HOLDING LLC, a
Michigan limited liability company

By: Chris Cousino
Chris Cousino, its Authorized Agent

STATE OF MICHIGAN)
COUNTY OF Macomb) ss.

The foregoing instrument was acknowledged before me this 30th day of June, 2017,
by Chris Cousino, the Authorized Agent of S.E. Michigan Land Holding LLC, a Michigan
limited liability company, on behalf of the limited liability company.

Theresa Kowalski

Notary Public

County, Michigan
My commission expires: _____
Acting in _____ County, MI

THERESA KOWALSKI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Jan. 6, 2021
Acting in the County of Macomb

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page to Drainage Maintenance Agreement]

MEADOWS OF ARBOR RIDGE
CONDOMINIUM ASSOCIATION, a Michigan
nonprofit corporation

By: Chris Cousino
Chris Cousino, its Authorized Agent

STATE OF MICHIGAN)
COUNTY OF Macomb) ss.

The foregoing instrument was acknowledged before me this 20th day of June, 2017,
by Chris Cousino, the Authorized Agent of Meadows of Arbor Ridge Condominium
Association, a Michigan nonprofit corporation, on behalf of the corporation.

THERESA KOWALSKI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Jan. 6, 2021
Acting in the County of Macomb

Theresa Kowalski

Notary Public
County, Michigan
My commission expires: _____
Acting in _____ County, MI

PREPARED BY AND WHEN RECORDED RETURN TO:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226-3435



[Signature Page to Drainage Maintenance Agreement]

Exhibit A
Legal Description of Meadows Future Development Area

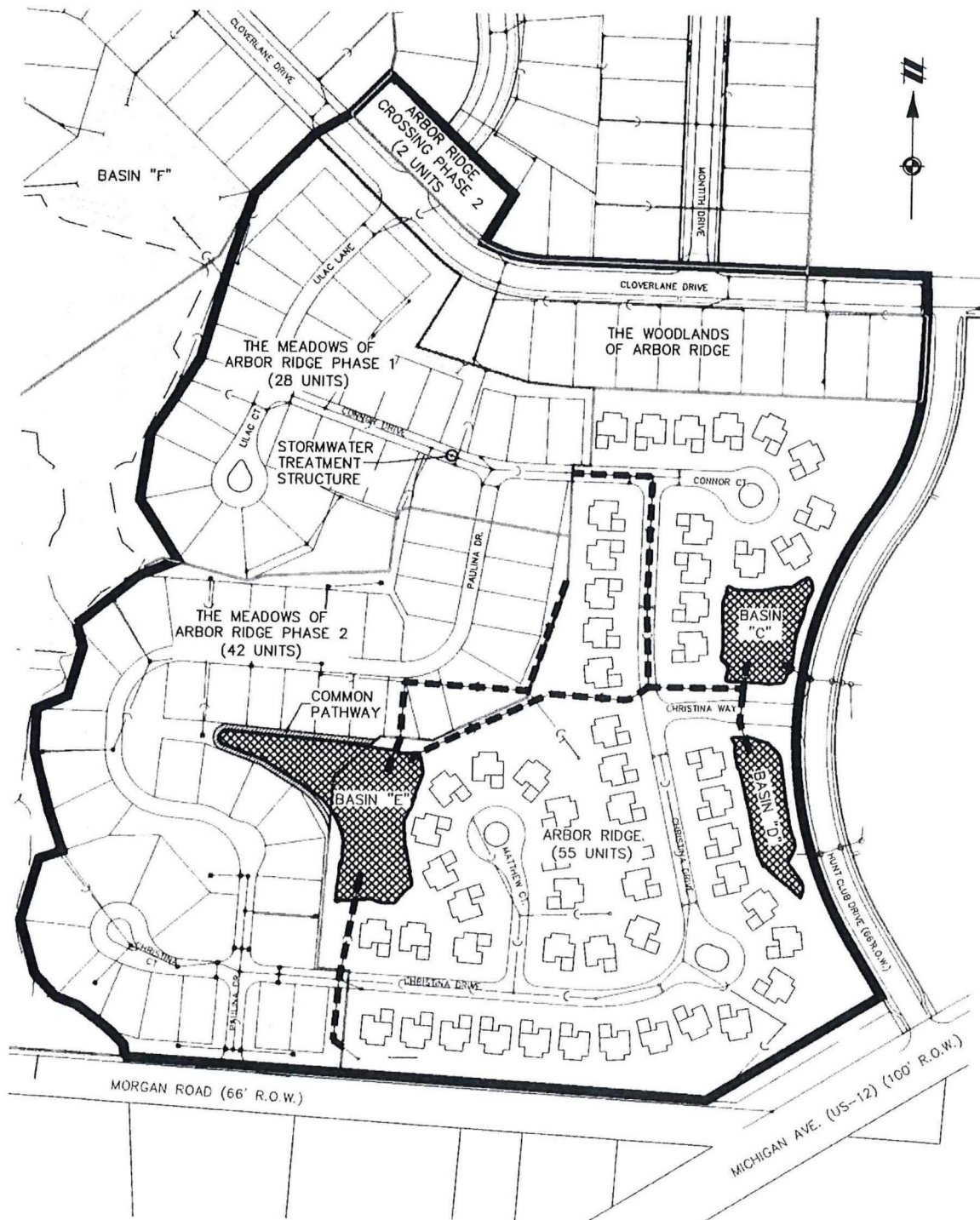
Land situated in the Township of Pittsfield, County of Washtenaw, State of Michigan, described as follows:




Commencing at the South 1/4 corner of Section 13, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N86°11'55"W 205.65 feet along the South line of said Section 13 and the centerline of Morgan Road (66 feet wide); thence N03°48'04"E 43.01 feet for a PLACE OF BEGINNING; thence N86°11'55"W 615.49 feet along the proposed Northerly right-of-way line of said Morgan Road; thence N01°42'03"E 656.97 feet; thence N86°11'55"W 500.07 feet (recorded as 500.00 feet); thence N54°09'23"E 1074.09 feet along "The Woodlands at Arbor Ridge" as recorded in Liber 4712, Page 188, Washtenaw County Records; thence S20°34'08"W 316.13 feet; thence S08°07'15"W 112.98 feet; thence S32°32'42"E 120.08 feet; thence S74°24'08"E 120.06 feet; thence N64°41'51"E 120.70 feet; thence N20°09'33"E 104.07 feet; thence S69°50'27"E 103.77 feet; thence N66°18'10"E 26.47 feet; thence S80°09'11"E 266.88 feet; thence the following eight (8) courses along the Westerly lines of "Arbor Ridge Condominiums" as recorded in Liber 3127, Page 722, Washtenaw County Records: S01°40'37"W 77.01 feet, S18°03'54"W 202.34 feet, S64°39'00"W 169.84 feet, N86°11'55"W 85.46 feet, S48°48'05"W 100.65 feet, S03°48'05"W 321.65 feet, S86°11'56"E 52.33 feet and S03°48'04"W 170.08 feet to the Place of Beginning, containing 18.591 acres of land, more or less, being part of the South 1/2 of said Section 13.

Exhibit B

Depiction of the Drainage District

[ATTACHED]



- LEGEND**
-  OVERALL DRAINAGE LIMITS
 -  COMMON STORM SEWER
 -  COMMON STORM WATER FACILITIES

CLIENT
 DIVERSE REAL ESTATE LLC
 THE MEADOWS OF ARBOR RIDGE
 SECT. ON 13 TOWN 3 SOUTH, RANGE 6 EAST
 PITTSFIELD TOWNSHIP
 WASHTENAW COUNTY
 SCALE:
 1 INCH = 200 FEET



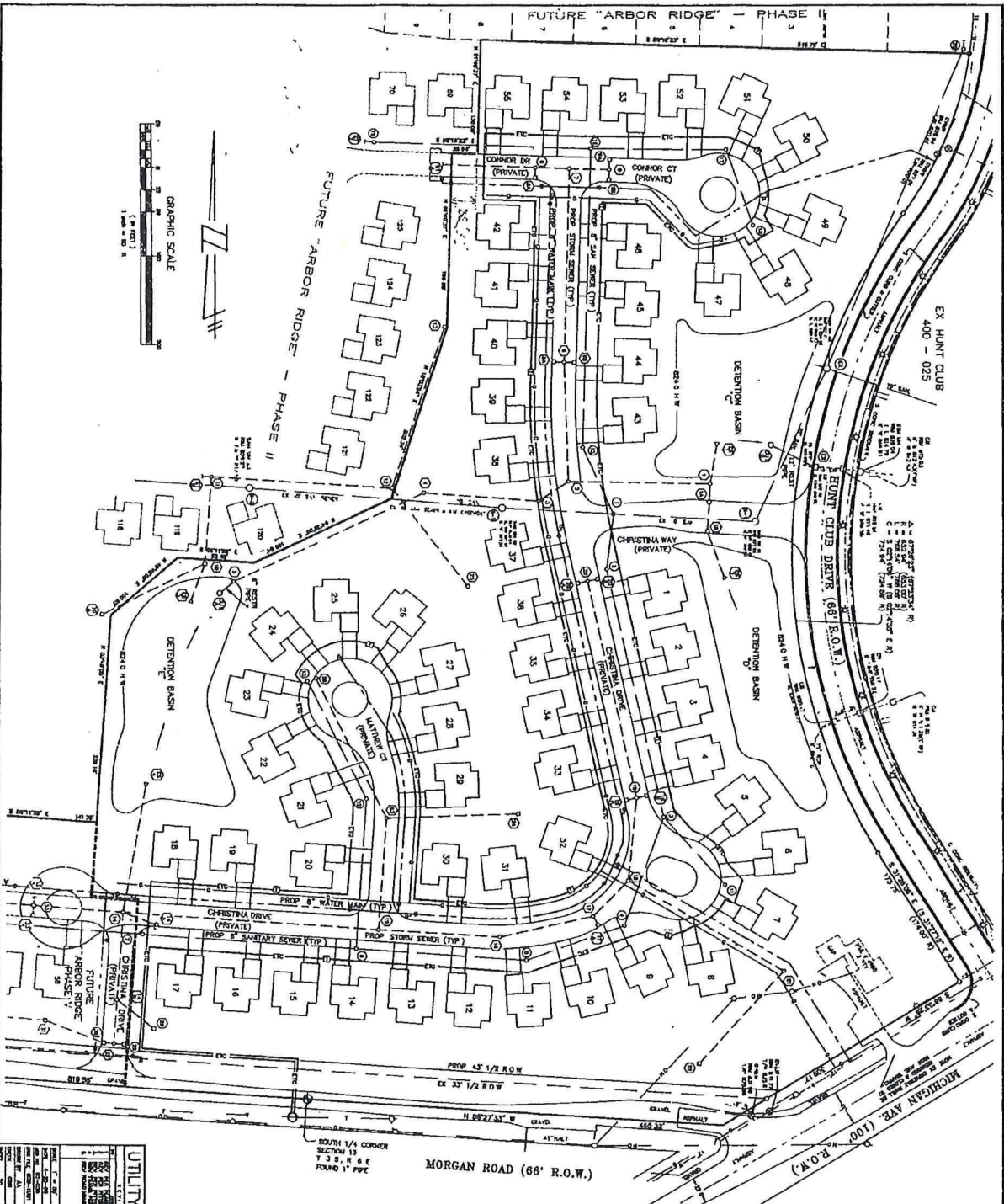
ATWELL
 866.850.4200 www.atwell-group.com
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 248.447.2000

APRIL 4, 2017

Exhibit C

Common Storm Sewer Lines

[ATTACHED]



UTILITY GENERAL LOCATION PLAN
ARBOR RIDGE - PHASE I
 SECTION 13
 PITTSFIELD TOWNSHIP
 WASHINGTON COUNTY, MICHIGAN

SEBER, KEAST & ASSOCIATES, INC.
 ENGINEERS AND ARCHITECTS
 1000 EAST WASHINGTON STREET, SUITE 100
 ANN ARBOR, MICHIGAN 48106

MILLER & ASSOCIATES
 ENGINEERS AND ARCHITECTS
 1000 EAST WASHINGTON STREET, SUITE 100
 ANN ARBOR, MICHIGAN 48106

LEGEND

- PROPOSED 8" WATER MAIN
- PROPOSED 8" SANITARY SEWER
- PROPOSED 4" GAS
- PROPOSED 12" ELECTRIC
- PROPOSED 12" WATER
- PROPOSED 12" SANITARY
- PROPOSED 12" GAS
- PROPOSED 12" WATER
- PROPOSED 12" SANITARY
- PROPOSED 12" GAS

NOTE:

- SEE DETAIL DESIGN PLANS FOR FULL ELECTRICAL
- SEE DETAIL DESIGN PLANS FOR FULL SANITARY
- SEE DETAIL DESIGN PLANS FOR FULL GAS MAIN LOCATION

UTILITY WORKING DRAWING

THIS DRAWING IS A PART OF THE UTILITY WORKING DRAWINGS FOR THE PROJECT. IT IS TO BE USED IN CONJUNCTION WITH THE OTHER UTILITY WORKING DRAWINGS AND THE SITE PLAN. IT IS NOT TO BE USED SEPARATELY.



Common Storm Sewer Structures and Piping Description

(Refer to Utility General Location Plan Arbor Ridge – Phase 1)

Outlet control structure Out B

12" pipe out B to right-of-way 40 lft

24" End Section ES1

24" pipe ES1 to manhole 1 44 lft

Manhole 1

24" pipe manhole 1 to curb inlet 1A 21 lft

Curb inlet 1A

24" pipe curb inlet 1A to curb inlet 1B 35 lft

Curb inlet 1B

24" pipe curb inlet 1B to end section ES2

24" End Section ES2

36" pipe manhole 1 to manhole 2 159 lft

Manhole 2

18" pipe manhole 2 to manhole 3 36 lft

Manhole 3

18" pipe manhole 3 to manhole 4 123 lft

Manhole 4

18" pipe manhole 4 to manhole 5 230 lft

Manhole 5

6" pipe manhole 5 to outlet control structure Out A 20.5 lft

Outlet control structure Out A

30" pipe manhole 2 to manhole 6 130 lft

Manhole 6

30" pipe manhole 6 to manhole 7 214 lft

Manhole 7

30" pipe manhole 7 to manhole 8 34 lft

Manhole 8

30" pipe manhole 8 to edge of connection to The Meadows of Arbor Ridge Phase 1 105 lft

18" end section ES3

18" pipe end section ES3 to manhole 10 57 lft

Manhole 10

12" pipe manhole 10 to manhole 11 97 lft

Manhole 11

12" pipe manhole 11 to manhole 12 202 lft

Manhole 12

12" pipe manhole 12 to manhole 13 189 lft

Manhole 13

24" ES4 to manhole 14 148 lft

Manhole 14

12" pipe manhole 14 to manhole 14B 82 lft

Manhole 14B

12" pipe manhole 14B to property line 37 lft

Exhibit D

Detention Basin E Improvements

Work Item	Item Description (Structure Numbers per Exhibit C)	To be Completed by
1	Provide 2 copies of approved plans, Township approval letter and Washtenaw County Water Resources Commissioner approval letters prior to work commencing on Detention Basin E Improvements.	Diverse
2	Maintenance of Existing Inlets - Remove vegetation from around structures: 12, 13	Diverse
3	Maintenance of Existing Manholes - Clean existing mud/debris from manholes: 5, 11, 14	Diverse
4	Clean Outlet Control Structures – Remove existing stone and replace with 4-6" new, clean Rip Rap, and remove sediment from around and within the outlet structures/holes: Outlet A	Diverse
5	Maintenance of Existing Manholes - Reset existing ring and cover on manholes: 14, 33	Diverse
6	Surface Restoration - Regrade to original design specification and remove any sedimentation that has accumulated within Basin E between the inlets into the pond and the outlet structure, and regrade to original design specification and remove any sedimentation that has accumulated around the outlet structure of Detention Basin E (Outlet A). Work includes required expansion and infiltration system included in Atwell plans.	Diverse
7	Remove build up of sediment around end sections ES3 and ES4 and place 3 cyd of rip rap.	Diverse
8	Provide grading certificate and as-built topo and structures for pond.	Diverse
9	Any other work items required by any applicable governmental authority in connection with the Detention Basin E Improvements.	Diverse

Exhibit E

Detention Basin C and D Improvements

Work Item	Item Description (Structure Numbers per Exhibit C)	To be Completed by
1	Maintenance of Existing End Sections - Remove earth berm and place 3 cyd 4"-6" Rip Rap at ES1, ES2	Diverse
2	Clean Existing Detention Basins – Remove brush, trees, saplings and sediment from existing Detention Basins C & D	Diverse
3	Clean Outlet Control Structures – Remove existing stone and replace with 4-6" new, clean Rip Rap, and remove sediment from around and within the outlet structures/holes: Outlet B	Diverse
4	Remove sedimentation from the pretreatment storm sewer structure located within Meadows of Arbor Ridge (the "Pretreatment Structure")	Diverse
5	Clean Existing Storm Piping - Hydro-Jet existing storm system piping 1593 LFT	Diverse
6	Surface Restoration - Regrade to original design specification and remove any sedimentation that has accumulated within Detention Basin C between the inlets into the basin and the outlet structure, and regrade to original design specification and remove any sedimentation that has accumulated around the outlet structure of Detention Basin C (Out B as shown in Exhibit C)	Diverse
7	Install sediment collection bags within each of the roadside catch basins along the portion of Cloverlane Drive located in the Drainage District	Diverse
8	Install silt fencing along north side of Cloverlane Drive for the future project Arbor Ridge Crossing.	Diverse
9	Provide a grading certificate and as-built topo for Detention Basins C & D	Diverse

Exhibit F

Detention Basin Construction Period Maintenance

Work Item	Item Description (Structure Numbers per Exhibit C) Work is on all Common Storm Sewer Lines	Occurrence
1	Maintenance of Existing Inlets - Remove vegetation from around structures	Annual and within 90 days after expiration of Construction Period
2	Maintenance of Existing Manholes - Clean existing mud/debris from manholes	Annual and within 90 days after expiration of Construction Period
3	Maintenance of all storm water street drains within Drainage District – clean existing mud/debris and maintain silt bags	Monthly
4	Maintenance of Existing End Sections - Remove earth berm and place 3 cyd 4"-6" Rip Rap	Annual and within 90 days after expiration of Construction Period
5	Remove sedimentation from the pretreatment storm sewer structure located within Meadows of Arbor Ridge (the "Pretreatment Structure")	Annual and within 90 days after expiration of Construction Period
6	Clean Existing Storm Piping - Hydro-Jet existing storm system piping 1593 LFT	Within 90 days after expiration of Construction Period
7	Inspection for sediment accumulation	Weekly
8	Install and replace Silt Fence	Weekly
9	Yard Drain silt Protection, added or replaced	Weekly
10	Inspect for floatables and debris, including after major storms	Weekly
11	Removal of floatables and debris, including after major storms	Weekly
12	Inspect system for erosion, including after major storms	Weekly
13	Clean Outlet Control Structures - Remove sediment from around structure and stone with 4-6" Rip Rap: Out A, Out B	Annual and within 90 days after expiration of Construction Period
14	Mowing as needed around Detention Basin E within Future Development Area	As needed
15	Have Professional Engineer carry out emergency inspections upon identification of severe problems	As needed
16	Copy of all inspection reports and repairs to be given to Arbor Ridge Association for records.	Weekly
17.	Clean existing Detention Basins – Remove sediment from existing Basins C, D and E	Within 90 days after expiration of the Construction Period

Exhibit G

Ongoing Maintenance

Table 1. During the Construction Period

Work Item	Item Description (Structure Numbers per Exhibit C)
1	Maintenance of Existing Inlets - Tuck point existing block courses at structures: 1B, 6A, 6B, 8A, 9A, 9B, 19A, 19B
2	Maintenance of Existing Inlets - Remove vegetation from around structures: 22, 24
3	Maintenance of Existing Manholes - Clean existing mud/debris from manholes: 9, 26
4	Mowing approximately every 2 weeks grass areas within Arbor Ridge Condominiums during growing season

Table 2. After the Construction Period

Item Description
Annual inspection for sediment accumulation between inlet and outlet structures and around or within inlets and outlets
Removal of sediment accumulation every 2 years as needed
Inspect for floatables and debris annually and after major storms
Removal of floatables and debris annually and after major storms
Inspect system for erosion annually and after major storms
Re-establish permanent vegetation on eroded slopes as needed
Replacement of stone
Inspect structural elements during wet weather and compare to as-built plans every 2 years
Make structural adjustments or replacements as determined by inspections as needed
Have Professional Engineer carry out emergency inspections upon identification of severe problems
Mowing around structures and Detention Basins C, D, and E