

**AMENDED AGREEMENT FOR
RESIDENTIAL UNIT DEVELOPMENT**

87188506-A

THIS AGREEMENT is made this 16th day of

September, 1987, by and between the City of Novi, Oakland County, Michigan, whose address is 45225 West Ten Mile Road, Novi, Michigan - 40850 (hereinafter called "City"), R & T Management, Inc., a Michigan corporation, whose address is 28250 Franklin Road, Southfield, Michigan 48034 (hereinafter called "Developer"), and Green Orchard Holding Agency, a Michigan co-partnership, whose address is 27650 Farmington Road, Suite 209, Farmington Hills, Michigan 48010 (hereinafter called "Fee Holder").

AGREEMENT RECORDED: L 8046 Pg 261-264
WITNESSETH:

WHEREAS, on June 29, 1981, the City Council for the City of Novi (City Council) entered into an agreement with F & M Associates, a Michigan co-partnership, as developer, and Green Orchard Holding Agency, a Michigan co-partnership, as owner, for the development of the property described in Exhibit A attached hereto and made a part hereof (hereinafter called "property") as a Residential Unit Development (RUD) pursuant to Section 1902 of City of Novi Zoning Ordinance No. 75-18; and

WHEREAS, Fee Holder remains the fee owner of the property and F & M Associates no longer has an interest in the property; and

WHEREAS the Fee Holder and Developer have requested the City Council to extend the June 29, 1981, agreement for Residential Unit Development so as to permit the Developer to develop the property in accordance with the Functional Use Plan, attached to the agreement of June 29, 1981, pursuant to Section 1902 of City of Novi Zoning Ordinance No. 75-18; and

WHEREAS, the City Council on January 26, 1987, passed the following motion:

"(T)o extend the conceptual approval of the RUD incorporating today's standards of

OKed

25.00

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density, setbacks, landscaping, current engineering and off-street parking."

; and

WHEREAS, the Fee Holder and Developer have submitted to the City Council a Revised Functional Use Plan that complies with the City Council Motion of January 16, 1987, and have requested the City Council to grant its application for preliminary approval of the Revised Functional Use Plan; and

WHEREAS, the City Council has granted preliminary approval of the Revised Functional Use Plan, and instructed the City Attorney to prepare an agreement, pursuant to Section 1902 of City of Novi Zoning Ordinance No. 75-18 and the applicable sections of Ordinance No. 84-18, as amended.

NOW, THEREFORE, in consideration of the approval by the City Council of the Developer's Revised Functional Use Plan relating to the above referred to property, and of the mutual promises contained herein, the parties hereto agree as follows:

1. The City agrees that it has made the following findings of fact in connection with Developer's application for RUD option and his Revised Functional Use Plan submitted in connection therewith under Section 1902 of City zoning ordinance No. 75-18:

- a. All applicable provisions of Section 1902 and other applicable requirements of the zoning ordinance have been met.
- b. Adequate areas have been set aside for all recreation areas and other open spaces to be used by the residents of the community.
- c. That the areas set aside are adequate open space areas as contemplated by Section 1902.
- d. That there will be at the time of development an adequate means of disposing of sanitary sewage and supplying the development with

water by public sanitary sewer and water, and that the road system and storm drainage system are adequate.

- e. That the Revised Functional Use Plan provides for an efficient, aesthetic and desirable use of the open areas, and the plan is in keeping with the physical character of the community, and, more specifically, the area surrounding the development.
- f. That the City is satisfied with those areas shown on the Revised Functional Use Plan for use by the occupants of the development will be committed for that purpose.
- g. That the City is satisfied that there will be no improvement of the open space shown on the Revised Functional Use Plan, and, therefore, no future financing is necessary, nor is a schedule of completion of the development of the open space necessary. Further, an association will be formed by the Developer to assure the perpetual maintenance of the open space.
- h. That the City is satisfied that the Developer will make adequate arrangements to insure the installation of all streets and necessary utilities in the development.

2. The City hereby approves the Revised Functional Use Plan, which is attached hereto as Exhibit "B", and incorporated herein, as the plan for development of the property in accordance with Section 1902, Residential Unit Development, of the City's zoning ordinance No. 75-18 and the applicable sections of City Zoning Ordinance No. 84-18, as

amended, and the Developer, its heirs and assigns, hereby covenant and agree to develop the property described in Exhibit "A" in accordance with:

- (1) said Revised Functional Use Plan,
 - (2) the provisions of Section 1902 of Ordinance No. 75-18, and
 - (3) the standards of density, setbacks, landscaping and off-street parking of Zoning Ordinance No. 84-18, as amended,
- and in no other manner.

3. The Developer, its heirs and assigns, hereby agree to dedicate and convey to a non-profit association to be formed, consisting of the owners and residents of the development, all those lands referred to as "Conservancy Area" on the Revised Functional Use Plan, and hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Conservancy Area described on the Revised Functional Use Plan to the association, free and clear of all encumbrances and liens, prior to the issuance of a Certificate of Occupancy for any dwelling unit in any particular phase of the development.

4. In the event that the association shall at any time fail to maintain the Conservancy Area in reasonable order and condition, the City may serve written notice upon the association setting forth the manner in which the association has failed to maintain the Conservancy Area in reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof; and, further, shall state the date and place of a hearing thereon before the City Council, or any other board, body, or official to whom the City Council shall delegate such responsibility. If at such a hearing the City finds as a

matter of fact that the Conservancy Area has not been properly maintained, the City may enter upon said Conservancy Area and maintain the same and charge such maintenance to the association. In such an event, the City shall have the right to assess all cost for the same, pursuant to this Agreement, on the land described in Exhibit "A", and each owner of any lot or unit in the development consents to such assessment and agrees that such assessment shall be payable on demand to the City. In addition to other methods of collection, the City shall have the right to place such assessment on the City tax rolls of the assessed property and collect the same as all other taxes are collected.

5. In the event that the association shall at any time fail to pay taxes on the Conservancy Area, the City may serve written notice upon the association, and said notice shall demand that the taxes for the Conservancy Area be paid within thirty (30) days thereof. If at such time the taxes are not paid on the Conservancy Area, then and in such event, the City shall have the right to assess the taxes for the same pursuant to this Agreement, on the land described in Exhibit "A", and each owner of any lot or unit in the development consents to such assessment and agrees that such assessment shall be payable on demand to the City. In addition to other methods of collection, the City shall have the right to place such assessment on the City tax rolls of the assessed property and collect the same as all other taxes are collected.

6. Notwithstanding any other provisions of this Agreement, the Developer reserves the right to grant easements within the Conservancy Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, and other public utilities, subject to the approval of the City, provided that such utilities shall be installed in such manner as to

minimize damage to the natural features of the Conservancy Area.

7. The parties acknowledge that there is included in the Revised Functional Use Plan, which is attached hereto as Exhibit "B", an approximate ten (10) acre parcel at the Southwest corner of the Plan, which is not included in the functional use area, designated as a future convenience shopping center. Approximately seven (7) acres of said ten (10) acre parcel are currently zoned R-4 under the City's zoning ordinance. The Developer desires to develop this area for a convenience shopping center. It is recognized that prior to the development of a convenience shopping center, in accordance with the present Master Plan, this parcel requires rezoning by the City. If the area is not rezoned to a convenience shopping center, the Developer agrees to develop the area in a fashion which blends with the single family developments that exist along Ten Mile Road.

8. Developer agrees that it shall obtain preliminary plat approval on all phases of the Revised Functional Use Plan that require plat approval and that it shall obtain site plan approval on all phases of the Revised Functional Use Plan that require site plan approval within two (2) years of the date hereof, unless additional time is granted by the City Council.

9. Fee Holder agrees to be bound by the terms of this Agreement and perform all obligations of Developer hereunder.

10. The parties hereto agree that the terms of this Agreement may be modified by the consent of all parties in writing.

11. The parties hereto make this Agreement on behalf of themselves, their heirs, successors and assigns, and hereby

warrant that they have the authority and capacity to make this contract.

WITNESSED BY:

R & T MANAGEMENT, INC., a Michigan corporation

Lee Walter
Lee Walter
Joseph C. Kapelczak
Joseph C. Kapelczak

By: Robert M. Rosin
Robert M. Rosin
Its: President

GREEN ORCHARD HOLDING AGENCY, a Michigan co-partnership

Lee Walter
Lee Walter
Joseph C. Kapelczak
Joseph C. Kapelczak

By: Max Sheldon
Max Sheldon
Its: Partner

STATE OF MICHIGAN)
)SS;
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16th day of September, 1987, by Robert M. Rosin the President for R & T Management, Inc.

Joseph C. Kapelczak
Joseph C. Kapelczak, Notary Public
Oakland County, MI
My commission expires: 1/22/91

STATE OF MICHIGAN)
)SS;
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16th day of September, 1987, by Max Sheldon the Partner for Green Orchard Holding Agency.

Joseph C. Kapelczak
Joseph C. Kapelczak, Notary Public
Oakland County, MI
My commission expires: 1/22/91

WITNESSED BY:

CITY OF NOVI, a Michigan
municipal corporation

Irene Colson

Irene Colson

By: Patricia A. Karevich

PATRICIA A. KAREVICH

Its: Mayor

Lynn M. George

Lynn M. George

By: Geraldine Stipp

GERALDINE STIPP

Its: City Clerk

STATE OF MICHIGAN)
)SS;
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me
this 16th day of September, 1987, by PATRICIA A.
KAREVICH and GERALDINE STIPP, the Mayor and City Clerk for the
City of Novi.

Joseph C. Kapelczak

Joseph C. Kapelczak, Notary Public
Oakland County, MI

My commission expires: 1/22/91

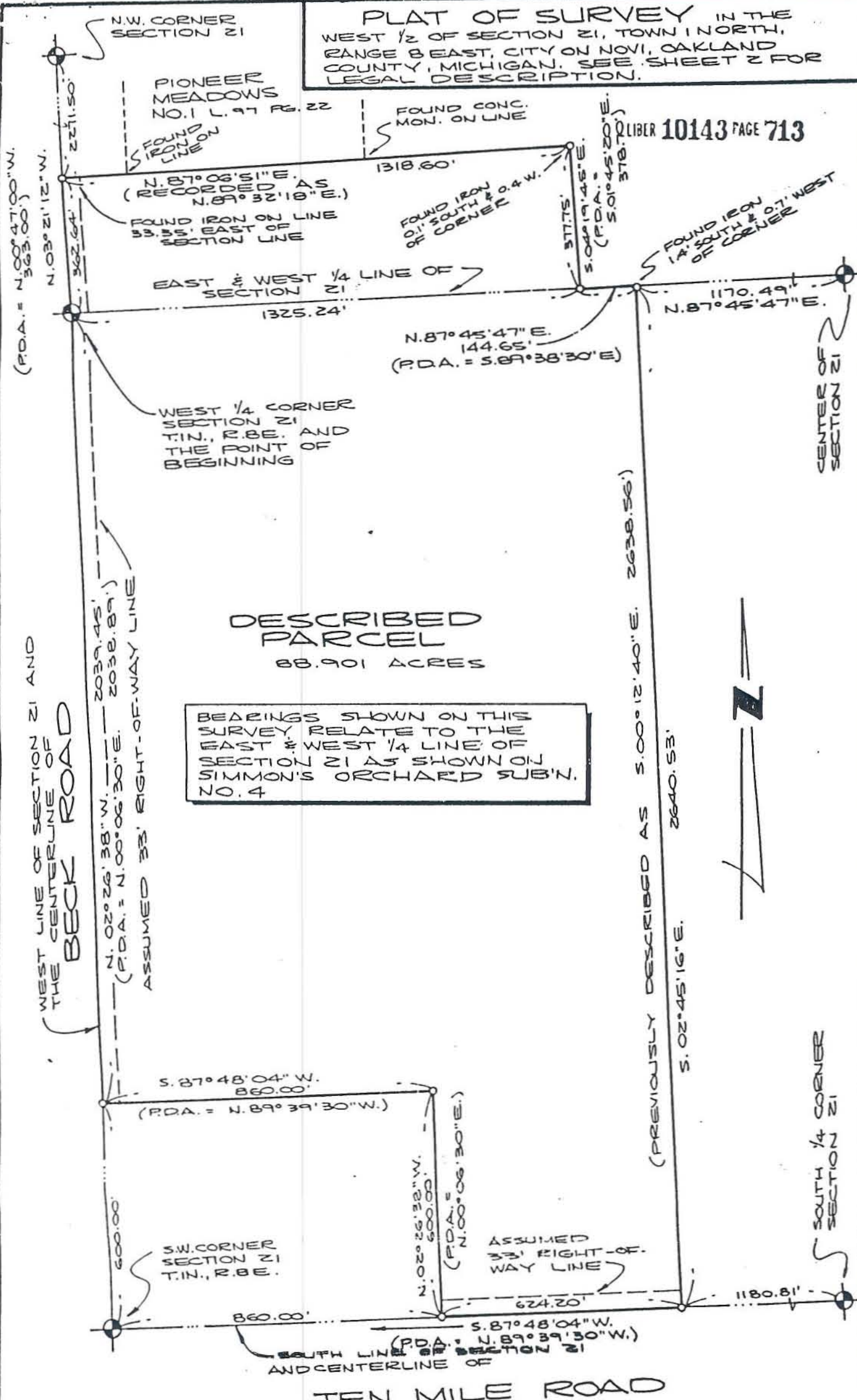
WHEN RECORDED, RETURN TO:
DAVID M. FRIED, ESQ.
FRIED & LEVITT, P.C.
30700 Telegraph Rd., Ste. 3655
Birmingham, MI 48010-3797
(313) 645-1003

B#92 REG/DEEDS PAID
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PLAT OF SURVEY IN THE WEST 1/2 OF SECTION 21, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN. SEE SHEET 2 FOR LEGAL DESCRIPTION.

LIBER 10143 PAGE 713



SHEET 1 OF 2

<p>Scale: 1" = 300' Date: 7-17-87 Job No. 86-094</p>	<p>MILLETICS AND ASSOCIATES 38955 Hills Tech Drive Farmington Hills, MI 48018 Suite 209 (313) 553-6350</p>	<p>Land Surveying</p>
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Exhibit A

LEGAL DESCRIPTION

Part of the West 1/2 of Section 21, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as beginning at the West 1/4 corner of said Section 21; thence North 03°21'12" West, 362.64 feet (previously described as North 00°47'00" West, 363.00 feet), along the West line of said Section 21 and the centerline of Beck Road; thence North 87°06'51" East, 1318.60 feet (previously recorded as North 89°32'18" East), along an extension of, and the Southerly line of "Pioneer Meadows No.1", as recorded in Liber 97 of Plats, on Page 22, Oakland County Records; thence South 04°19'45" East, 377.75 feet (previously described as South 01°45'20" East, 378.70 feet), to the East and West 1/4 line of said Section 21; thence North 87°45'47" East, 144.65 feet (previously described as South 89°38'30" East), along the East and West 1/4 line of said Section 21; thence South 02°45'16" East, 2640.53 feet (previously described as South 00°12'40" East, 2638.56 feet), to the South line of said Section 21 and the centerline of Ten Mile Road; thence South 87°48'04" West, 624.20 feet (previously described as North 89°39'30" West), along the South line of said Section 21 and the centerline of Ten Mile Road; thence North 02°26'38" West, 600.00 feet (previously described as North 00°06'30" East); thence South 87°48'04" West, 860.00 feet (previously described as North 89°39'30" West), to the West line of said Section 21 and the centerline of Beck Road; thence North 02°26'38" West, 2039.45 feet (previously described as North 00°06'30" East, 2038.89 feet), along the West line of said Section 21 and the centerline of Beck Road, to the point of beginning. All of the above containing 88.901 Acres (previously described as 88.884). All of the above being subject to the rights of the public in Beck Road and Ten Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record.

22-21-300-001

SHEET 2 OF 2

Scale: NONE
Date: 7-17-87
Job No. 86-094

MILLETICS AND ASSOCIATES
38955 Hills Tech Drive Farmington Hills, MI 48018
Suite 209 (313) 553-6350

Land
Surveying