



## CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**February 18, 2014**

**SUBJECT:** Approval of a Completion Agreement with Martell Developments, LLC for SP03-14, the Westpark Place Condominium project located north of West Road and west of West Park Drive, in accordance with the requirements of Chapter 26.5.

**SUBMITTING DEPARTMENT:** Community Development Department *LM*

**CITY MANAGER APPROVAL:** *[Signature]*

### **BACKGROUND INFORMATION:**

City Council is being asked to consider a request from Martell Developments, LLC to approve Completion Agreement for the Westpark Place Condominium project made up of (15) single family home sites. Presently there are (5) completed homes in the development and an additional home under construction. The project and remaining lots are under control of a successor developer.

Chapter 26.5 of the Novi City Code specifies procedures and required financial guarantees that must be in place if development of a project extends beyond a period of two (2) years. A formal Completion Agreement document outlining the remaining work and timeline for completion is required to be submitted for approval by the City Council. Posting of financial guarantees typically equal to 200% of the value of the outstanding work is also required. The Completion Agreement and financial guarantees protect the residents of Novi from the possible expense if the City had to complete an unfinished project due to developer default or nonperformance.

This project is subject to the provisions of Chapter 26.5 of the Novi City Code, and requires a Completion Agreement because the developer had not completed the site improvements shown on the approved site plan within two(2) years of issuance of the initial permit for any improvements (2004).

As a condition of the Completion Agreement, Martell Developments, LLC, the successor developer, has agreed to provide assurances including provision of a performance guarantee in the amount of no less than 200% of the cost of the work to be completed. The City currently holds financial guarantees of \$84,320.00 in the form of a letter of credit/cash/bonds.

The Completion Agreement requires a minimum Performance Guarantee of \$248,345.00 (requiring the developer to post an additional \$164,025.00) and, generally, contemplates completion of the following:

- Planting of (17) onsite woodland replacement trees on a lot by lot basis prior to issuance of the final Certificate of Occupancy for each of the homes.
- Completion of the maintenance and removal of the Woodland Protection Fencing on a lot by lot basis prior to issuance of a final Certificate of Occupancy for each home at the time of completion of site construction. The entire woodland fence financial guarantee will be held until completion on all lots.
- Installation of all site landscaping prior to issuance of the final Certificate of Occupancy, and in all events by September 1, 2014.
- Repairs and completion of all outstanding utility, pavement, curb and other incomplete site work including curb and gutter, installation of asphalt pavement cross section, and utility punch list items prior to issuance of the final Certificate of Occupancy within the development, and in all events before July 1, 2014.
- Planting of (48) onsite remaining street trees prior to issuance of the final Certificate of Occupancy, and in all events by November 1, 2015.
- Completion of the right of way improvements prior to issuance of the final Certificate of Occupancy, and in all events by July 1, 2014.
- Maintenance of Soil Erosion and Sedimentation Control permit and measures including stabilization for the duration of the project.

**RECOMMENDED ACTION** Approval of a Completion Agreement with Martell Developments, LLC, for SP03-14, the West Park Place Condominium project located north of West Road and west of West Park Drive, in accordance with the requirements of Chapter 26.5.

|                               | 1 | 2 | Y | N |
|-------------------------------|---|---|---|---|
| <b>Mayor Gatt</b>             |   |   |   |   |
| <b>Mayor Pro Tem Staudt</b>   |   |   |   |   |
| <b>Council Member Casey</b>   |   |   |   |   |
| <b>Council Member Fischer</b> |   |   |   |   |

|                               | 1 | 2 | Y | N |
|-------------------------------|---|---|---|---|
| <b>Council Member Markham</b> |   |   |   |   |
| <b>Council Member Mutch</b>   |   |   |   |   |
| <b>Council Member Wrobel</b>  |   |   |   |   |



# Westpark Place



## Map Legend

 Subject Property



**City of Novi**  
Planning Division  
Community Development Dept.  
45175 W Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org

Map Author: Sara Roediger  
Date: 2-5-14

### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.





JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrslaw.com

www.johnsonrosati.com

February 10, 2014

Charles Boulard, Director  
CITY OF NOVI  
Community Development  
45175 W. Ten Mile Road  
Novi, MI 48375

**RE: Westpark Place  
Agreement for Completion and Maintenance of Improvements**

Dear Mr. Boulard:

Enclosed please find the proposed Agreement for Completion and Maintenance of Improvements for the Westpark Place Site Condominium Subdivision, as required by Chapter 26.5 of the City of Novi Code. The current owner of the project, Martell Developments (Martell), is the second owner of the project. Martell obtained title through a series of transactions, including the foreclosure of mortgages on certain lots. The completion of site improvements project has not progressed since approximately 2008 as a result of the decreased demand for residential development. The market has improved, and a building permit has recently been issued for construction of a residence within the development. Martell intends to complete the site improvements and to sell the remaining units on a lot-by-lot basis.

The incomplete improvements include onsite woodland replacement trees; removal of the woodland protection fencing at the time of completion of site construction; installation of all site landscaping, including the reinstallation of irrigation; repairs and completion of all outstanding utility, pavement, curb and other incomplete site work including replacement of concrete curb, routing of edge of metal; repair of catch basins; removal and replacement of damaged base course of pavement; possible undercut and aggregate base repairs; installation of sidewalks; TSV & W 1 – pump down for inspection and refasten valve key extension; raising of a hydrant 3 by 6 inches; installation of onsite street trees; restoration of public owned right-of-way; and, maintenance of the soil erosion and sedimentation control permit and measures including stabilization for the duration of the project.

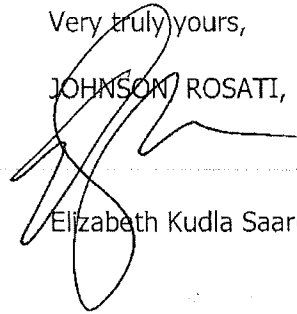
Martell will supplement the existing cash bond on hand (posted by the previous owner) in the amount of \$84,320.00 with \$164,025.00 to be posted in any form permitted by Chapter 26.5, to be reduced as improvements are completed and inspected. Based on all of the above, the proposed Agreement for Completion and Maintenance of Improvements is acceptable in the format proposed and meets with the requirements of Chapter 26.5.

Charles Boulard, Community Development Director  
February 10, 2014  
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If you have any questions, please do not hesitate to call.

Very truly yours,

JOHNSON ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS  
Enclosures

- C: Maryanne Cornelius, Clerk (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Enclosures)  
Kristin Pace, Treasurer's Office (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Dave Beschke, Landscape Architect (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Matthew Peck, Esquire (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF NOVI

WESTPARK PLACE CONDOMINIUM

**AGREEMENT FOR COMPLETION  
AND MAINTENANCE OF IMPROVEMENTS**

AGREEMENT, dated \_\_\_\_\_, 2014, by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 ("City"), and Martell Developments, LLC, a Michigan limited liability company, whose address is c/o Arthur J. LeVasseur, Esq., Fischer, Franklin & Ford, 500 Griswold St., Ste. 3500, Detroit, Michigan 48226 ("Martell" or "Owner") who represents itself hereby as the owner of the Property.

RECITATIONS:

Owner is the fee title owner of the land in the City of Novi, Oakland County, Michigan, described on the attached Exhibit A (the "Property"). Owner was mortgagee of the Property and obtained title to Units 1, 5, 6, 7, 8, 10, 12, and 13 together with an undivided interest in the common elements of the Westpark Place Condominium, Oakland County Condominium Subdivision Plan No. 1706, pursuant to multiple deeds recorded with Oakland County Records.

The subject land has been approved for a single-family residential site condominium project pursuant to the provisions of the City of Novi Zoning Ordinance, known as Westpark Place (the "Project"). The Project contains fifteen (15) single family home sites. Presently there are five completed single-family residences in the Project and a sixth is in the process of being built.

As part of the approval process, the City granted site plan approval and Owner has agreed to develop the Property, and accordingly, to complete certain improvements, and to proceed with certain undertakings in compliance with applicable City Ordinances. Chapter 26.5 of the City of Novi Code of Ordinances, Section 26.5-5 (b) requires completion of actual construction and installation of all required improvements within two (2) years after the issuance of the initial permit for any improvements, or within six (6) months after a temporary occupancy permit has been issued for any structure on the property, whichever is shorter or occurs first.

Because two (2) years have elapsed since the initial permit, the Owner has requested an extension of time. Section 26.5-5 (b) requires that extension of such time periods may only be granted by City Council when such extensions are requested for reasons other than delay resulting from weather conditions and/or delay in securing

required approvals/permits from outside regulatory agencies.

Because the Owner is requesting an extension with respect to the completion of improvements for reasons other than delay resulting from weather conditions and/or approvals/permits from outside regulatory agencies, Owner must request an extension from City Council and must provide a written completion agreement, together with a revised performance guarantee, pursuant to Section 26.5-5(b) of the City of Novi Code of Ordinances.

Consistent with all applicable laws and ordinances, more particularly Chapter 26.5 of the City of Novi Code of Ordinances, to obtain an extension with respect to completion of improvements, the Owner has offered to provide, and the City is willing to accept, certain assurances to the City that such improvements relating to the Project will be properly completed and maintained pursuant to a schedule. Such assurances include providing a performance guarantee in an amount no less than two hundred (200) percent of the cost of the work to be completed, and a schedule for completion and maintenance of the improvements for the Project.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose of Agreement

The City and the Owner enter into this Agreement for the purpose of extending the completion time for certain required improvements, ensuring that certain improvements for the Project will be completed and maintained pursuant to all approvals granted by the City and all applicable laws and ordinances, and that such completion and maintenance occur on a timely basis, in accordance with a schedule approved by City Council.

2. Performance Guarantee Posted

Prior to or with the execution of this Agreement, the Owner has provided, or does provide to the City, performance guarantees in the total amount of **\$248,345.00** (The amount shall be comprised of \$84,320 in guarantees currently held by the City of Novi, as set forth in the Project Checklist, attached and incorporated as Exhibit B, and \$164,025 in new guarantees to be provided by Owner) to guarantee completion and maintenance of improvements for the Project, as estimated and itemized in Paragraph 3, below. Such performance guarantee funds have been posted in the form of cash bonds and irrevocable Letter(s) of Credit Nos. \_\_\_\_\_ issued by \_\_\_\_\_ ("Bank"), to guarantee completion and maintenance of improvements for the Project, as itemized in Paragraph 3, below, for an initial period of two (2) years, and shall provide by its terms that the Letter(s) of Credit shall be renewed by the Owner for successive periods of two (2) years subject to termination by 60 days advanced, written notice by Bank to the City's Community Development Director.: As a condition to the termination of the effectiveness of the letter of credit, Bank shall be required to provide to the office of the City's Community Development

Director, with 60 days advanced written notice, a statement that the letter of credit shall terminate at the end of the 60 day period. Such notice shall be required regardless of the stated termination date of any other documentation. Prior to the date of termination, the letter of credit shall at all times be effective and payable according to its terms.

3. Items of Improvement and Maintenance

The items of improvement and maintenance included within this Agreement, and the estimated cost of completion and ongoing maintenance, are set forth below:

|                         |                     |
|-------------------------|---------------------|
| a. Woodland             | \$ 6,800.00         |
| b. Woodland Fence       | \$ 5,000.00*        |
| c. Landscape            | \$ 7,900.00         |
| d. Incomplete Site Work | \$ 77,600.00        |
| e. Street Trees         | \$ 19,200.00        |
| f. Right-of-Way         | \$ 6,500.00*        |
| g. Soil Erosion         | \$ 13,845.00*       |
| Subtotal:               | <u>\$111,500.00</u> |
| 200% Multiplier:        | x 2                 |
| +                       | \$ 25,345.00        |

**Total Financial Guarantee: \$248,345.00**

4. Completion and Maintenance of Improvements; Schedule and Requirements

Each of the Improvement Items listed in Paragraph 3, above, shall be completed and maintained by Martell, at its expense, pursuant to all final approvals granted by the City and all applicable laws and ordinances, according to the following schedule:

- a. Improvement Item 3a contemplates and includes the installation of seventeen (17) on-site woodland replacement trees. Woodland replacement trees shall be installed on a lot by lot basis prior to the issuance of the final certificate of occupancy for each lot as shown on the final approved landscape plan for the Project. For two (2) years from the date of completion of the installation of all such woodland replacement trees installed as part of the Project, Martell shall, under this Agreement, maintain the replacement trees, which maintenance shall include the replacement of any dead, substantially dead, diseased or removed trees during such two (2) year period. The total financial guarantee includes the posting of an appropriate bond amount pursuant to the applicable City Ordinance, to guarantee

\* Not doubled per ordinance



replacement of any dead, substantially dead, diseased or removed woodland replacement trees during the two (2) year period following installation of the seventeen (17) trees.

- b. Improvement Item 3b contemplates and includes completion of the installation of woodland protection fencing on a lot by lot basis at the time of plot plan approval and ongoing maintenance during construction. Financial Guarantees for woodland fence shall be retained until the issuance of the final certificate of occupancy for the Project to ensure proper installation and removal of woodland protection fencing.
- c. Improvement Item 3c contemplates and includes the installation of all site landscaping, including all plant materials and irrigation for the site as required by the approved landscape plan for the Project. Site Landscaping shall be completed prior to the issuance of the final certificate of occupancy, and in all events on or before September 1, 2014. For two (2) years from the date of completion of the installation of all such landscape plantings installed as part of the Project, Martell shall, under this Agreement, maintain the landscape plantings that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased or removed landscape plantings during such two (2) year period. The total financial guarantee includes the posting of an appropriate bond amount pursuant to the applicable City Ordinance, to guarantee replacement of any dead, substantially dead, diseased or removed site landscaping during the two (2) year period following installation.
- d. Improvement Item 3d contemplates and includes completion of site work, including, (1) removal and replacement of concrete curb; (2) routing of edge of metal; (3) repair of five catch basins; (4) placement of top course of asphalt; (5) removal and replacement of damaged base course of paving; (6) possible undercut and aggregate base repairs; (7) installation of sidewalks; (8) TSV &W 1 – pump down for inspection and refasten valve key extension; and, (9) raise hydrant 3 by 6 inches. Improvement Item 3d (1) through (7), above shall be completed prior to the issuance of the final certificate of occupancy, and in all events, before July 1, 2014. Improvement Items 3d (8) and (9) and the submittal of construction inspection fees in the additional estimated amount of \$10,098.00 (includes administrative costs) shall be completed prior to the issuance of any additional building permits for any lot within the Project. All documents necessary to complete dedication and acceptance of the interior streets of the Project shall be submitted within ninety (90) days of the completion of installation of the above site improvements.

- e. Improvement Item 3e contemplates and includes the installation of the remaining forty-eight (48) street trees within the Project. The remaining street trees shall be installed before the issuance of the final certificate of occupancy, and in all events, before November 1, 2015, whichever is earlier. For two (2) years from the date of completion of the installation of all such trees installed as part of the Project, Martell shall, under this Agreement, maintain the trees that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased, or removed trees during such two (2) year period. The City shall retain an appropriate amount to guarantee the replacement of dead, substantially dead, diseased or removed trees during the two (2) year period following the installation of the trees.
- f. Improvement Item 3f contemplates and includes the security for restoration for any work proposed within the right-of-way of the arterial system of the City. Improvement Item 3f, above, shall be completed prior to the issuance of the final certificate of occupancy for the Project, and in all events on or before July 1, 2014. Once the right-of-way permit for the overall project has been closed, individual permits may be required for each lot under construction on a lot by lot basis.
- g. Site Improvement Item 3g contemplates and includes without limitation, (i) the immediate installation of all required soil erosion and sedimentation controls; and (ii) completion of repairs and maintenance of the soil erosion and sedimentation controls within the Project on an ongoing basis until issuance of the certificate of occupancy. Martell shall obtain a new Soil Erosion Permit prior to issuance of any additional building permits or before commencing construction, whichever occurs first. Performance Guarantee amounts set forth in Sections 2 and 3, above, may be adjusted if necessary upon issuance of the new permit as set forth herein. Nothing herein shall limit the City's remedies for violation of the City's Soil Erosion and Sedimentation Control Ordinance.

5. City Authority to Complete and/or Maintain.

In the event Owner has failed to complete and/or maintain the improvements itemized in Paragraph 3, above, within the time periods and in the manner specified in this Agreement, and, provided the City has given the Owner 30 days notice of the failure to timely complete and/or maintain and Owner has not completed and/or maintained all of such improvements within said 30 days, or has not begun such completion or maintenance within said 30 day period if such completion or maintenance cannot reasonably be finalized within 30 days, the City shall have the authority, but

shall not have the legal obligation, to take one or more of the following actions:

(a) The City may draw the funds from the letter of credit or other securities posted and enter upon the Project through its officials, employees, agents, and/or contractors and complete and/or maintain the improvements, or restore the Property or areas disturbed by the Project. In such event, all costs and expenses incurred shall be paid from the proceeds of the funds drawn on the letter of credit or otherwise obtained from the performance guarantee posted. Any amounts of unused proceeds of the performance guarantee shall be returned to Owner. Owner and all of Owner's officers, employees, consultants and agents, shall be obligated to act and work in cooperation with the City to bring about completion and/or maintenance of the improvements as contemplated in this Agreement, or restoration, and shall provide the City with all drawings, contracts, documentation, correspondence, agreements and other materials relating to any such improvements, restoration and/or maintenance. Notwithstanding other provisions to the contrary, in the event the City receives a notice of termination from Bank with regard to the letter of credit, or from any other securing party as to the performance guarantee posted pursuant to this Agreement, and the improvements and/or maintenance itemized in Paragraph 3, above, have not been completed or fulfilled as required by this Agreement, the City shall be entitled to immediately draw the funds from the letter of credit or other performance guarantee posted, without notice to Owner, and proceed as specified in this paragraph.

(b) The City may, but is not required to, initiate a lawsuit for purposes of enforcing and achieving full compliance with the terms and provisions of this Agreement. In the event that the City is awarded relief in such suit, the Owner shall pay all court costs, expenses and reasonable actual attorney fees incurred by the City in connection with such suit.

(c) City Council may, in its discretion, grant Owner additional time beyond the time periods reference in Paragraph 4.

#### 6. Additional Liability

Owner shall also be liable for any costs and expenses incurred by the City in excess of the amounts posted by the Owner under this Agreement as well as any costs and expenses, including reasonable attorney fees, incurred by the City in any action and/or litigation to enforce or collect such funds and/or to otherwise restore the property and/or secure completion and/or maintenance of the improvements itemized in Paragraph 3, above, pursuant to the terms of this Agreement, in the event the City obtains any relief as a result of such lawsuit. The liability of Owner in such regard, if unpaid after 30 days of a billing sent to Owner at its last known address, may be secured by the City recording a lien on the Property, effective as of the date the City is authorized to proceed with the completion and/or maintenance of improvements, or restoration, as provided in this Agreement, and all such unpaid amounts may be placed

on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Owner, and in the event the City is awarded relief in such suit, the Owner shall pay all court costs, expenses and reasonable actual attorney fees incurred by the City in connection with such suit.

7. Rebate or Reduction of Performance Guarantee

The City shall not release a performance guarantee until (1) all fees that are due to the City have been paid; (2) a maintenance guarantee has been posted, if applicable; (3) inspection of the Project site has been performed when required; (4) expired permits have been renewed; and (5) the City has determined that the conditions and requirements of the permit/approval otherwise specified in the performance guarantee have been met and final approval of same has been granted.

The City may, after performing a site inspection at the written request of an applicant, rebate or reduce portions of a performance guarantee upon determination by the City, in its sole discretion, that the improvements and/or actions for which that performance guarantee was posted have been satisfactorily completed in accordance with the approved plans, any temporary certificate of occupancy, and all other applicable laws, regulations, and ordinances. At no point shall the amount of the performance guarantees held by the city be less than two hundred (200) percent of the cost to complete the remaining required improvements on the property. The applicant is responsible for the actual cost of inspections requested pursuant to this section.

8. Binding Effect

This Agreement shall run with the land constituting the property described on Exhibit A and shall be binding upon and inure to the benefit of the City and Owner and to their respective heirs, successors, assigns and transferees.

9. Owner's Warranty on Ownership

Owner hereby warrants that it is the owner of the Property described on the attached Exhibit A and has the full authority to execute this Agreement.

10. Delay in Enforcement

A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement.

11. Severability



Each covenant, requirement, obligation and provision contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event one or more of the covenants, requirements, obligations or provisions shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining covenants, requirements, obligations and provisions shall nevertheless remain in full force and effect.

#### 12. Lawful Document

Owner and City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of Michigan and the United States of America. Owner has offered and agreed to complete the on-site and off-site improvements, at its cost and expense, as specified in this Agreement. Owner has offered and agreed to complete such improvements, and to proceed with other undertakings and obligations as set forth in this Agreement in order to protect the public health, safety and welfare and provide material advantages and development options for the Owner, all of which improvements and obligations Owner and the City agreed were roughly proportional to the burden imposed and necessary in order to ensure that public services and facilities necessary for or affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally and economically desirable manner, and to achieve other reasonable and legitimate objectives of the City and Owner, as authorized under applicable City ordinances and the Home Rule City Act, MCL 117.1, et seq. Furthermore, Owner fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Owner shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, condition, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development of the Property, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety, and general welfare.

#### 13. Applicable Law

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This Agreement shall be interpreted and construed in accordance with Michigan law, and shall be subject to enforcement only in Michigan courts.

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#### 14. Current and Future Owners and Developers.

As used in this Agreement, the term "Owner" shall mean and include the undersigned party designated herein as owner of the Property, as well as all future and successor persons and entities that become owners and developers of all or any portion

of the Project property in the future until such time as all phases of the Project have been completed and approved, excluding residential home owners.

15. Headings.

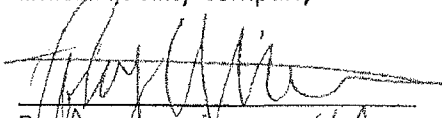
The headings contained herein are for the convenience of the parties and are not to be used in construing or interpreting this Agreement.

16. Effective Date.

This Agreement is deemed effective as of the date first written above.

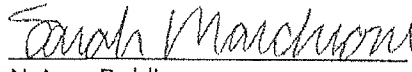
"OWNER"

**MARTELL DEVELOPMENTS, LLC**, a Michigan  
limited liability company

  
By: Andy Attisha HA  
Its: Agent

STATE OF MICHIGAN    )  
                                  )ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this Monday of  
Feb. 10, 2014, by Andy Attisha, as the Agent of  
Martell Developments, LLC

  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 11/10/16

SARAH MARCHIONI  
Notary Public, Oakland County, MI  
Acting in the County of Oakland  
My Commission Expires Nov. 10, 2016

**"CITY"**

**CITY OF NOVI**

a Michigan municipal corporation

BY: \_\_\_\_\_  
Robert J. Gatt, Mayor

BY: \_\_\_\_\_  
Maryanne Cornelius, Clerk

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF OAKLAND    )

The foregoing Agreement was acknowledged, signed and sworn to before me on this \_\_\_\_\_ day \_\_\_\_\_, 2014, by \_\_\_\_\_, Mayor and \_\_\_\_\_, Clerk of the City of Novi.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_



EXHIBIT A  
PROPERTY DESCRIPTION

Units 1, 5, 6, 7, 8, 10, 12, and 13 together with an undivided interest in the common elements of the Westpark Place Condominium, Oakland County Condominium Subdivision Plan No. 1706

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EXHIBIT B  
PROJECT CHECKLIST



CITY  
Treasurer's Office

Printed: 02/05/2014

Jurisdiction Information:  
City of Novi  
Community Development Department  
(248) 347-0415

## Financial Guarantees

Complete (54 Item(s) Pending)

### WEST PARK PLACE CONDOMINIUMS

Res Site Condo New  
JSP13-0068

50-22-04-451-011  
Started: 09/23/2013

aka SP03-14

| Approval   | Date Started        | Date Completed | Status        | Amount       |
|--|---------------------|----------------|---------------|--------------|
| <input type="checkbox"/> Approved: Street Tree FG & Permit   | 11/07/2013          |                | Required      | \$38,400.00  |
| 48 Trees. Currently holding a LOC for \$22,800.  |                     |                |               |              |
| <input type="checkbox"/> Approved: Landscaping FG & Perm   | 11/07/2013          |                | Required      | \$15,800.00  |
| May be paid by Cash, Check or Letter of Credit.  |                     |                |               |              |
| <input type="checkbox"/> Approved: Incomplete Site Work FG   | 11/07/2013          |                | Required      | \$155,200.00 |
| May be paid by Cash, Check or Letter of Credit. NOTE: Currently holding \$30,000 cash 701-000.00-284.672                                 |                     |                |               |              |
| <input type="checkbox"/> Approved: ROW FG & Permit Requ  | 09/23/2013          |                | Submitted     | \$6,500.00   |
| CURRENTLY HOLDING \$5,000 SURETY BOND #10010516 & \$1,500 IN CASH 701-000.00-284.672   |                     |                |               |              |
| <input type="checkbox"/> Approved: Soil Erosion FG & Permi   | 09/23/2013          |                | Submitted     | \$13,845.00  |
| Surety Bond #35BSBCU5551   |                     |                |               |              |
| <input type="checkbox"/> Approved: Woodland Fence FG   | 09/23/2013          | 11/07/2013     | Submitted     | \$5,000.00   |
| NOTE: Holding \$5,000.00 in cash 701-000.00-284.672  |                     |                |               |              |
| <input type="checkbox"/> Approved: Woodland FG & Permit  | 09/23/2013          |                | Required      | \$13,600.00  |
| May be paid by Cash, Check or Letter of Credit. NOTE: Holding \$6,175.00 in cash for woodland & \$5,000.00 for fence 701-000.00-284.672. |                     |                |               |              |
| Approved: 0  | Not Yet Approved: 7 |                | Total Amount: | \$248,345.00 |

Population: Current Record