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AGREEMENT FOR RESIDENTIAL UNIT DEVELOPMENT

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THIS AGREEMENT is made this 29th day of Jan, 1981, by and between the City of Novi, Oakland County, Michigan, whose address is 45225 West Ten Mile Road, Novi, Michigan 48050 (hereinafter called "City"), F&M Associates, a Michigan Co-Partnership, whose address is 32910 Thirteen Mile Road, Farmington Hills, Michigan 48018 (hereinafter called "Developer"), and Green Orchard Holding Agency, a Michigan Co-Partnership, whose address is 27650 Farmington Road, Suite 209, Farmington Hills, Michigan 48018 (hereinafter called "Fee Holder").

WITNESSETH:

WHEREAS, the Developer plans to develop a parcel of land located in the City of Novi, County of Oakland, State of Michigan, described as follows:

See Exhibit "A", which is attached hereto and made a part hereof.

WHEREAS, Fee Holder is the fee owner of said property and joins with Developer in this agreement.

WHEREAS, Section 1902, RUD Residential Unit Development, of the City of Novi Zoning Ordinance No. 75-18, as amended, provides an optional method for the development of a residential piece of land with areas to be set aside for the benefit of the residents therein while maintaining the density requirements, as set forth in that ordinance; and

WHEREAS, the Developer wishes to develop the hereinabove described property under the provisions of said Section 1902; and

WHEREAS, the Developer has applied for approval under Section 1902 and preliminary approval of the Functional Use Plan, provided for in said Section 1902, which is attached hereto as Exhibit "B", and incorporated herein, has been granted by the City Council of the City as a general plan of development; and

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WHEREAS, the Developer wishes at this time to obtain final approval of his Functional Use Plan described above, and it is required that the Developer and the City enter into an agreement relative to the development of said parcel of land.

NOW, THEREFORE, in consideration of the approval by the City Council of the Developer's 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 Functional Use Plan submitted in connection therewith under Section 1902 of the City zoning ordinance:
 - 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 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 that those areas shown on the 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 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 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, and the Developer, its heirs and assigns, hereby covenant and agree to develop the property described in Exhibit "A" in accordance with said Functional Use Plan, and in accordance with the provisions of Section 1902 of said ordinance 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 "Park Area" and "Detention Area" on the Functional Use Plan, and hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Park Area described on the 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 Park Area and/or Detention 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 Park Area and Detention 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 Park Area and/or Detention Area has not been properly maintained, the City may enter upon said Park Area and/or Detention 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 Park Area and Detention Area, the City may serve written notice upon the association, and said notice shall demand that the taxes for the Park Area and Detention Area be paid within thirty (30) days thereof. If at such time the taxes are not paid on the Park Area or Detention 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 Park 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 Park Area.

7. The parties acknowledge that there is included in the 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 intends to develop this area for 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 with one-family clustering option, harmonious with Functional Use Plan one-family clustering option.

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

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

10. 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:

Carol Sue Laidlaw
CAROL SUE LAIDLAW

Dawn Clark
DAWN CLARK

SIGNED BY:

F&M ASSOCIATES, a Michigan Co-Partnership

By: A.J. MACKSEY CO., Partner

Michael A. Sheldon
By Michael A. Sheldon,
Its Attorney-in-Fact

GREEN ORCHARD HOLDING AGENCY,
A Michigan Co-Partnership

Michael A. Sheldon

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of June, 1981, by Michael A. Sheldon, Attorney-in-Fact for A. J. MACKSEY CO., on behalf of said company.

My Commission Expires:
4-6-83

Carol Sue Laidlaw
Notary Public CAROL SUE LAIDLAW
OAKLAND County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of June, 1981, by MAX SHELDON of GREEN ORCHARD HOLDING AGENCY, on behalf of said company.

My Commission Expires:
4-6-83

Carol Sue Laidlaw
Notary Public CAROL SUE LAIDLAW
OAKLAND County, Michigan

WITNESSED BY:

Ronald C. Durbin
RONALD C. DURBIN
Judith A. Burntham
JUDITH A. BURNTHAM

Signed by:

CITY OF NOVI

By Romaine Roethel
ROMAINE ROETHEL
By Geraldine Stipp
GERALDINE STIPP
CITY CLERK

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 7 day of July, 1981, by Romaine Roethel and Geraldine Stipp, the Mayer and City Clerk, respectively, of the City of Novi, a Michigan Municipal Corporation, on behalf of it.

My Commission Expires:
10-24-81

Patricia A. Leder
Notary Public Patricia A. Leder
Oakland County, Michigan

This Instrument Drafted by, and
when Recorded Return to: Michael A. Sheldon
27650 Farmington Rd., Ste. 209
Farmington Hills, Mi 48018

LEGAL DESCRIPTION

ATTACHED TO AND INCORPORATED AS PART OF AGREEMENT FOR RESIDENTIAL UNIT DEVELOPMENT EXECUTED BY F&M ASSOCIATES, A MICHIGAN CO-PARTNERSHIP, AND CITY OF NOVI

Part of the West 1/2 of Section 21, T1N, R8E, City of Novi, Oakland County, Michigan, described as beginning at a point on the West line of said Section 21 located N.00°06'30"E. 600.00 feet from the S.W. corner of said Section 21; thence N.00°06'30"E. along said Section line 2038.89 feet to the West 1/4 corner of said Section 21, thence N.00°47'W. along said West Section line 363.00 feet, thence N.89°41'E. along the extension of the south line of "Pioneer Meadows No. 1" subdivision (Liber 97 of Plats, Page 22, Oakland County Records) 1318.60 feet, thence S.01°45'20"E. 378.70 feet to a point on the East-West 1/4 line of said Section 21, thence S.89°38'30"E. along said East-West 1/4 line 144.65 feet, thence S.00°12'40"E. 2638.56 feet to a point on the south line of said Section 21, thence N.89°39'30"W. along said Section line 624.20 feet, thence N.00°06'30"E. 600.00 feet, thence N.89°39'30"W. 860.00 feet to a point on the West line of said Section 21, said point also being the point of beginning.

Above described parcel contains 88.8837 acres and is subject to easements and restrictions of record and to the rights of the public over the Westerly 33 feet for Beck Road and the Southerly 33 feet for Ten Mile Road.

