

SEP 1 9 43 AM '94

DHU VARREN ON THE PARK SITE CONDOMINIUMS
SITE DEVELOPMENT AGREEMENT

PEGGY M. HAINES
COUNTY CLERK/REGISTER

THIS AGREEMENT, made this 18th day of May, 1992 by and between the City of Ann Arbor, a Michigan Municipal Corporation, hereinafter called the CITY, and Tri-Mount/Dhu Varren on the Park Condominium Development Company, a Michigan corporation, with principal address at 41115 Jo Drive, Novi, Michigan 48050, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS the PROPRIETOR has caused certain land in the City of Ann Arbor to be surveyed, divided, mapped and site planned as Dhu Varren on the Park Site Condominiums, a site development, and desires site plan approval thereof, and

WHEREAS, the PROPRIETOR desires to build or use certain public improvements, and

WHEREAS, the CITY desires to insure that all of the customary municipal improvements required by CITY ordinances and regulations be properly constructed, and that money will be made available by the PROPRIETOR to insure the installation of all required improvements prior to any permits being issued.

THE PROPRIETOR HEREBY AGREES:


(P-1) To prepare and submit to the CITY for approval six copies of detailed plans and specifications prepared by a registered professional engineer for the construction of public water and sanitary sewer mains, public and private storm sewers and streets, private storm water detention facilities, and a public park access road and sidewalks with the understanding that no work on said improvements shall be commenced until said plans and specifications have been approved by the City Administrator or his designee, and to provide such other information to the CITY departments as shall be required.

(P-2) To design and construct Dhu Varren Road improvements, a public road, from the western edge of the PROPRIETOR'S development to the western edge of the proposed Foxfire development, approximately 1,300 linear feet. The design specifications shall be a 32-foot grade width consisting of 24-foot wide pavement with turning lanes where necessary and four-foot gravel shoulders built to Washtenaw County Road Commission Rural Standards. Stabilized drainage ditches shall be provided on both sides of the road. Parameters for the vertical alignment of Dhu Varren Road are to be established as follows: Sag vertical curves shall be allowed to be designed with a design speed between 35 and 40 miles per hour, and the remainder of the road, including crest vertical curves, shall be designed with a design speed of 40 to 45 miles per hour, with the current elevation of the railroad tracks on Dhu Varren Road as a controlling elevation. Prior to the construction of the road, the design and sight distance analysis must be approved by the CITY and the Washtenaw County Road Commission. Based on the final approved Dhu Varren Road centerline, the minimum cover for the 20-inch water main shall be four feet and the maximum cover shall be seven feet for sections up to 50 feet in length. Portions of the water main which fall outside these parameters shall be relaid by the PROPRIETOR to a conforming depth. The PROPRIETOR shall obtain building permits and certificates of occupancy for no more than 40 dwelling units prior to the completion of the Dhu Varren Road improvements. However, the plans for the Dhu Varren Road improvements must be approved by the CITY and the County Road Commission prior to the issuance of any building permits.

-3-

(P-10) To furnish an engineer's certificate that the construction of the improvements set forth in Paragraphs P-1 and P-2 above have been completed in accordance with the specifications of the CITY in accordance with the approved plans and to furnish six copies and one permanent mylar of the "as-built" plans showing all improvements installed. The engineer's certificate will cover only those items the PROPRIETOR'S engineer inspects.

(P-11) To convey all necessary public street and utility easements to the CITY for the construction and maintenance of public improvements, including the north 60 feet of the site for Dhu Varren Road right-of-way, prior to the issuance of building permits and prior to recording the master deed.

 (P-12) To convey to the CITY a 40-foot wide easement for pedestrian and vehicle access by the public from Dhu Varren Road to the entrance of Leslie Park. During construction of Phase I, the existing park access road at the westerly property line shall remain in use. When the easterly street and the Leslie Park access road between Lots 28 and 69 are paved for development of Phase I, the PROPRIETOR shall grant a 40-foot wide easement covering the improved street and walk for access from Dhu Varren Road to Leslie Park. After the easement is granted for the new park access road and walk, the existing park access road will be taken out of service. When the westerly street is paved for the development of Phase II, the PROPRIETOR shall grant the additional 40-foot wide easement over the improved street and walk for public access from Dhu Varren Road to Leslie Park.

(P-13) To develop with the Parks and Recreation Department a paving and landscape improvement plan for Leslie Park Drive between Lots 28 and 69. The final design of the park entry road will be subject to review and approval of the Parks and Recreation Department. The entry road will connect directly to the access easement as shown on the approved site plan. The PROPRIETOR will construct the transition from the existing park road to the new entry road. The park entry drive should be signed "Leslie Park Drive" with a standard City street sign. The PROPRIETOR agrees to provide 1) a paved entry road to the park property line, 2) curbs and drainage, 3) a sidewalk, 4) a control gate, 5) street trees along both sides of the access drive, 6) park identification and directional signs, and 7) sanitary sewer and water service stubs to meet CITY standards.

(P-14) To provide a black vinyl-clad fabric chain link fence along the south property line to tie into the existing chain link fence at the Leslie Golf Course/Leslie Park property line and continue the chain link fence to the drain at the northeast corner of the golf course. The fence shall be 6 feet high except in areas adjacent to lots where it shall be 12 feet high.

(P-15) To maintain an undisturbed conservation buffer along the east side of the site next to Traver Creek at the wetland buffer setback line, except at the storm water detention area where a replanting plan is provided as part of the approved site plan. This area shall be protected by installation of a snow fence or construction ribbon around it during grading and construction. The existing trees and wetland area shown on the approved site plan to be saved shall also be protected by snow fencing and shall be maintained by the PROPRIETOR in good condition during all construction activity. Should any of these trees or wetland area be moved or damaged during construction, the Building Department Director shall place a stop work order on the entire development, until the PROPRIETOR submits a revised tree or wetland replacement plan, which must be approved through an administrative amendment process before the PROPRIETOR is allowed to commence work. If any of the trees within the conservation buffer are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years of completion of construction, they shall be replaced by the

(C-5) To review grading and construction plans and soil erosion controls for individual lots for compliance with CITY Natural Features Protection Guidelines as adopted in June 1989.

(C-6) To record this agreement with the Washtenaw County Register of Deeds.

(C-7) To count traffic accessing the park entry and the condominium entry four times a year. The average counts will be compared and the proportion of the road used for accessing the park will be the CITY's responsibility for maintenance costs. Traffic counts shall commence when the site condominium is fully occupied. Dates and methods for providing the traffic counts shall be determined by agreement between the CITY and the PROPRIETOR. If there is a failure to reach an agreement, the CITY and the PROPRIETOR shall retain a mutually-agreeable third party to mediate. Any cost of mediation shall be shared equally by the CITY and the PROPRIETOR. The CITY shall be regarded as having a proportional ownership of the access easement in determining the need for maintenance and in funding the cost of maintenance. The CITY will need a minimum of 18 months notice before funds can be made available for access easement maintenance. Maintenance does not include reconstruction costs for the roadway or sidewalk within the access easement.

(C-8) To keep the park entry drive (from the private street loop to the park) clean and free of loose stone and gravel, and lawn area (if any) will be mowed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written. This agreement is not intended to create a contractual right for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest. The obligation of the PROPRIETOR contained herein shall be binding on successors and assigns in ownership of the following described parcel:

Property described as a part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 South, Range 6 East, Ann Arbor Township, Washtenaw County, Michigan; commencing at the North 1/4 corner of said Section 16; thence due East along the North line of said section and the centerline of Dhu Varren Road 1327.28 feet to a PLACE OF BEGINNING; thence continuing due East along the North line of said Section 637.42 feet; thence S 38°-45'-20" E 169.13 feet; thence Southeasterly 1037.10 feet along the arc of a 3769.72-foot radius circular curve Southwesterly through a central angle of 15°-45'-46" with a chord bearing S 30°-59'-12" E 1036.48 feet; thence S 02°-49'-30" W along the East line of said section 308.52 feet; thence N 89°-53'-20" W 1329.90 feet; thence N 02°-56'-27" E 1327.77 feet to the PLACE OF BEGINNING; said property containing 33.16 acres of land more or less.

Witness:

A. A. Segura
A. A. Segura

CITY OF ANN ARBOR
100 North Fifth Avenue
Ann Arbor, Michigan 48107

By: Ingrid B. Sheldon
Ingrid B. Sheldon, Mayor

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this 13th day of August, 1993, before me personally appeared Ingrid B. Sheldon, Mayor, and ~~W. Northross~~ ^{Vernice Fraser, Deputy} Clerk of the City of Ann Arbor, a Michigan Municipal Corporation, to me known to be the persons who executed this foregoing instrument, and to me known to be such Mayor and Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Corporation by its authority.

Linda J. Wise
Linda J. Wise
NOTARY PUBLIC
Washtenaw County, Michigan
My Commission Expires: 7-12-95

LINDA J. WISE
NOTARY PUBLIC - WASHTENAW COUNTY, MICH.
MY COMMISSION EXPIRES 07-12-95

STATE OF MICHIGAN)
) ss:
County of LIVINGSTON)

On this 23rd day of June, 1993, before me personally appeared John I. Vincenti, President, Tri-Mount/Dhu Varren on the Park Condominium Development Company, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as his free act and deed.

Anita L. Cagle
NOTARY PUBLIC
ANITA L. CAGLE
Notary Public, Livingston County, M
County, Michigan
My Commission Expires Aug. 14, 199
My Commission Expires: _____