

AGREEMENT FOR
SUBDIVISION OPEN SPACE PLAN

88 8598

THIS AGREEMENT made this 6th day of JANUARY, 1982
by and between the TOWNSHIP OF AVON, 1275 W. Avon, Rochester, Michigan 48063
(hereinafter referred to as the "Township") and EUCLID LAND CONVERSION AND
MANAGEMENT COMPANY, 10 West Long Lake Road, Bloomfield Hills, Michigan 48013
(hereinafter referred to as the "Developer").

WITNESSETH:

A#36 REG/DEEDS PAID
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WHEREAS, Developer is the owner of a certain parcel of land located in the
Southwest 1/4 of Section 20 and the Northwest 1/4 of Section 29, Town 3 North, Range
11 East, Avon Township, Oakland County, Michigan, as more particularly de-
scribed on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Developer has previously received preliminary plat approval from
the Township in connection with the development of the lands described on the
attached Exhibit "A" as a single family residential subdivision, to be known as
CLINTON RIVER VALLEY SUBDIVISION NO. 1 (hereinafter referred to as the
(Subdivision); and

WHEREAS, Developer is desirous of obtaining final plat approval at this
time of the plat of the Subdivision; and

WHEREAS, Developer and Township are desirous of entering into a binding
agreement with respect to the development of the Subdivision, and the use and
government of the park area contained therein for the use of all lot owners
in the Subdivision.

NOW, THEREFORE, in consideration of the approval of the Township of the
final plat of Clinton River Valley Subdivision No. 1, and of the mutual
covenants and conditions herein contained, the parties hereto do hereby join
in the execution of this Agreement for Subdivision Open Space Plan, (herein-
after referred to as the ("Agreement")) and agree as follows:

1. Developer hereby dedicates and conveys to each owner of a lot in the
Subdivision (hereinafter referred to as "Owner"), a right of use and easement
of enjoyment in and to Clinton River Valley Park (hereinafter referred to as the
"Park Area"), as described on the plat of the Subdivision, subject to the
reservations hereinafter contained. For purposes of this Agreement, an Owner
shall include the owner or owners of the fee simple title to any lot in the

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C: Planning + Zoning / L.P.

1700
[Signature]

Subdivision, (other than the Owners of a lot with respect to which there is an outstanding land contract), together with the owner or owners of a land contact vendee's interest in any such lot.

2. Reference to this Agreement and to the liber and page on which it is recorded shall be included in the Declaration of Restrictions of the Subdivision.

3. Within ninety (90) days after the date of the recording of the plat of the Subdivision or immediately prior to the first conveyance of any lot in the Subdivision by Developer, the Developer agrees to convey title to the Park Area to the Association hereinafter described, as trustee for the benefit of all Owners, free and clear of all encumbrances and liens, excepting a certain Declaration of Restrictions submitted to and approved by the Township concurrently herewith, the right of use and easement of enjoyment in and to such Park Area by the Owners, the reservation by the Developer of the right to grant easements in accordance with paragraph 8 hereof, easements of record and zoning. In no event, however, shall said Association be liable for the payment of any debts or liabilities incurred by Developer and constituting a lien on the Park Area. The right of use and easement of enjoyment of the Owners shall not be personal but shall be considered appurtenant to each lot and shall pass with title to any lot whether or not specifically set forth in the deeds to individual lots.

4. Control and jurisdiction over the Park Area shall be vested in the Clinton River Valley Maintenance Association, Inc., a Michigan non-profit corporation (hereinafter referred to as the "Association"), to be organized pursuant hereto. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. Such Association shall be incorporated prior to the sale of any of the lots in the Subdivision, but in any event within ninety (90) days following the recording of the plat of the Subdivision. Membership in the Association shall be mandatory for each Owner in the Subdivision. The Association shall be responsible, at its sole expense, for the proper maintenance of the Park Area and for compliance with the terms of this Agreement. The By-Laws of the Association shall provide for a Board of Directors of not less than three (3) members nor more than fifteen (15) members. The Association members shall be

entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one (1) person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) lot. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Park Area, which regulations shall be binding upon all Owners.

5. The Park Area may be used for park, recreation, and related uses, including hiking, nature study, picnicking, and such other uses for the benefit of the Owners as may be determined, from time to time, by the Association, to be in keeping with the nature of the area.

6. All residents of the Subdivision and guests accompanying said residents shall have equal access to the Park Area.

7. In the event that the Association shall at any time fail to maintain the Park Area in reasonable order and condition, the Township may serve written notice upon the Association or upon said Owners setting forth the manner in which the Association has failed to maintain the Park Area in a reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within (30) days thereof, and further, shall state the date and place of a hearing thereon before the Township Board, or such other Board, body or official to whom the Township Board shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modification thereof shall not be cured within said thirty (30) days or any extensions thereof, the Township, in order to prevent the Park Area from becoming a public nuisance, may enter upon said Park Area and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of the Park Area nor vest in the public any right to use the same. Before the expiration of the said year, the Township shall, upon its own initiative, or upon the request of the Association, call a public hearing upon notice to the Association and to the members thereof, at which

hearing such Association or the residents of the Subdivision shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall determine that the Association is ready and able to maintain the Park Area in reasonable condition, the Township shall cease to maintain the Park Area at the end of said year. If the Township shall determine that the Association is not ready and able to maintain the Park Area in a reasonable condition, the Township may, at its discretion, continue to maintain said Park Area during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The cost of maintenance by the Township shall be assessed against the Association and added to the tax rolls, collected and enforced in a like manner as the general Township taxes are collected and enforced. The Township shall be, at its option, subrogated to the right of the Association against its members to the extent of that cost, if the Township shall, by an official resolution, give thirty (30) days written notice to each member, that the Township elects to be subrogated. The Owner or Owners of each lot shall bear their prorata share of the total costs of maintaining the Park Area (including, without limitation, the real and personal property taxes assessed against the Association or its property and insurance premiums on insurance policies maintained with respect thereto), which shall constitute a lien against each Owner's lot or lots and shall be paid in accordance with the Declaration of Restrictions for the Subdivision. In the event that the Township declares the existence of an emergency upon, caused by or relating to the Park Area which threatens the public health, safety or general public welfare, the Township shall have the right immediately and without notice to enter the Park Area and to take corrective action.

8. 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 Township, provided that such utilities shall be installed in such a manner as to minimize damage to the natural features of the Park Area.

9. Additional uses for the Park Area may be established if approved in writing by not less than fifty-one percent (51%) of said lot owners and thereafter ratified by the Township.

10. The Developer has submitted to the Township a certain Declaration of Restrictions which has been approved by the Township, and which shall be recorded subsequent to the recording of this Agreement and together with this Agreement shall constitute restrictions running with the land and shall be applicable to the Subdivision.

11. The parties hereto make this Agreement on behalf of themselves and their respective heirs, successors and assigns and hereby warrant that they have full authority and capacity to make this contract.

IN WITNESS WHEREOF, the parties have set their hands and seals at the Township of Avon, Oakland County, Michigan on the date above.

WITNESSES:

EUCLID LAND CONVERSION AND MANAGEMENT COMPANY, a Michigan Co-partnership

By: EUCLID LAND CORPORATION, a Michigan Corporation, Partner

Judith C. Donaldson
Judith C. Donaldson

T. J. Moss, Jr.
By: T. J. Moss, Jr., Vice President

Doris J. Keylon
Doris J. Keylon

TOWNSHIP OF AVON a/k/a City of Rochester Hills
Billie M. Ireland
By: Billie M. Ireland, Mayor

Beverly A. Jasinski
Beverly A. Jasinski

and: Keith Sawdon
Keith Sawdon, Clerk

EXHIBIT "A"

LIBER 10275 PAGE 354

SURVEYOR'S CERTIFICATE

I, DELTON E. LOHFF, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS:

"CLINTON RIVER VALLEY NO.-1", A SUBDIVISION OF PART OF THE SW $\frac{1}{4}$ OF SEC. 20 AND PART OF THE NW $\frac{1}{4}$ OF SEC. 29, T3N, R11E, AVON TWP., OAKLAND CO., MICHIGAN. DESCRIBED AS BEGINNING AT THE SW COR. OF SEC. 20, T3N, R11E; TH N 00°16'00" W 1096.16 FT. ALONG THE WEST LINE OF SEC. 20 AND THE EAST LINE OF "QUAIL RIDGE SUB. NO.-1" AS RECORDED IN LIBER 165, PAGES 1,2,3,4 AND 5 OF PLATS OF OAKLAND COUNTY RECORDS TO POINT "A" AND THE CENTERLINE OF THE CLINTON RIVER; TH EASTERLY 2275 FT + ALONG THE CENTERLINE OF THE CLINTON RIVER; TH S 00°02'46" E 110 FT TO POINT "B", POINT "B" BEING LOCATED THE FOLLOWING 15 COURSES S 55°19'50" E 73.18 FT AND S 81°34'16" E 275.48 FT AND N 54°04'57" E 83.09 FT AND N 86°14'18" E 71.16 FT AND N 50°23'44" E 159.23 FT AND N 02°43'11" E 79.77 FT AND N 21°07'00" W 211.79 FT AND N 54°16'05" E 98.39 FT AND N 28°48'22" E 146.54 FT AND S 46°46'30" E 102.55 FT AND S 17°13'54" E 161.84 FT AND S 39°44'17" E 397.90 FT AND S 58°50'10" E 109.85 FT AND N 73°31'18" E 144.37 FT AND N 51°35'44" E 122.54 FT FROM SAID POINT "A"; TH CONTINUING S 00°02'46" E 1119.45 FT TO A POINT ON THE SOUTH LINE OF SEC. 20 AND THE NORTH LINE OF SEC. 29; TH S 88°07'26" W 535.65 FT ALONG SAID SOUTH LINE AND NORTH LINE; TH S 01°53'45" W 126.77 FT; TH S 88°30'46" W 836.54 FT TO THE WEST LINE OF SEC. 29; TH N 00°33'37" W 120.85 FT ALONG SAID WEST LINE OF SEC. 29 TO THE POINT OF BEGINNING. CONTAINING 87 LOTS, NUMBERED 1 THRU 87, BOTH INCLUSIVE, AND CLINTON RIVER VALLEY PARK (PRIVATE). CONTAINING 40.985 ACRES.

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