DATE: December 15, 2005

TO: John Szerlag, City Manager

FROM: Brian Murphy, Assistant City Manager/Services
Doug Smith, Real Estate and Development Director
Mark Stimac, Director of Building and Zoning
Steven Vandette, City Engineer
Mark Miller, Planning Director

SUBJECT: AGENDA ITEM – FINAL PLANNED UNIT DEVELOPMENT APPROVAL – PUD-004 (The Monarch Private Residences) – North side of Big Beaver Road, east of Alpine and west of McClure, Section 20

RECOMMENDATION

PUD-004 received Preliminary Planned Unit Development Approval from City Council on July 18, 2005. City Council accepted the Public Benefit Requirement to satisfy the Preliminary Approval for the project on August 15, 2005.

The project is described in The Monarch Private Residences Final Planned Unit Development Application, dated September 16, 2005, including revised information provided by the applicant following September 16, 2005. In addition, there is a development agreement identified as "EFK: New Draft Dated 12/14/05". This agreement does have some minor errors that will require correction prior to the City Council meeting.

The Final Planned Unit Development Application complies to all the PUD provisions of the Zoning Ordinance. The petitioner has completed the Final PUD Approval Checklist including all required approval signatures. In processing this major development, City Management is assured that all City of Troy building and development requirements can be met by the development. City Management recommends that City Council grant Final Approval of PUD-004, The Monarch Private Residences Planned Unit Development, and that City Council authorize the Mayor and the City Clerk to execute the development agreement.

BACKGROUND INFORMATION

The PUD includes a 23 floor east tower and a 12 floor west tower. The Federal Aviation Administration (FAA) has reviewed the application and has indicated verbally to the petitioner that a reduction in the overall height of the project's east tower from 266 feet to 245 feet might be necessary. This would necessitate the removal of 3 stories from the east tower. The FAA has not responded to the

petitioner in writing. The petitioner has indicated that in the event a reduction in height is required, they would request to modify the application to eliminate 3 floors from the east tower and apply those 3 floors to the west tower. It is the opinion of City Management that this would be a significant change and as such, would require review and recommendation from the Planning Commission. However, City Council has the authority to grant Final PUD Approval with the modification of the two towers. The petitioner may submit elevations of their potential revisions.

Reviewed as to Form and Legality: _____ _____

Lori Grigg Bluhm, City Attorney Date

Attachments:

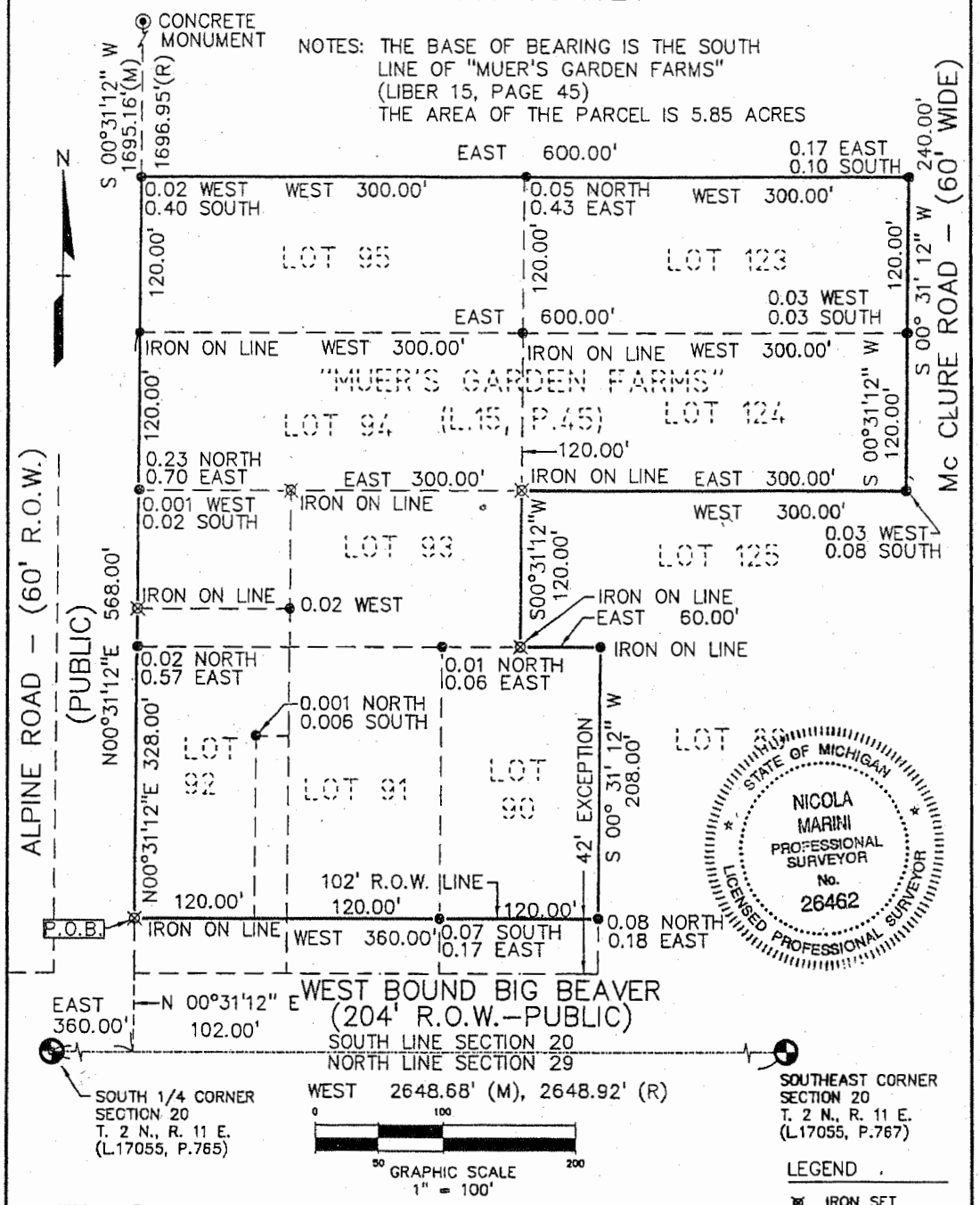
1. Location Map.
2. Letter from Joseph Freed and Associates, LLC (petitioner), dated December 5, 2005.
3. Development Agreement for The Monarch Private Residences.
4. The Monarch Final PUD Binder.

Prepared by RBS, MFM

cc: Applicant
Richard Carlisle
File/PUD-004

G:\PUD's\PUD 004 Monarch\CC Final Approval Memo 12 19 05.doc

BOUNDARY SURVEY



I, NICOLA MARINI, a Registered Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that there are no encroachments except as shown; that the field error of closure is 1 part in 70,000; and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.

NICOLA MARINI R.L.S. 26462 – AGENT FOR P.E.A., INC.

LEGEND

- IRON SET
- IRON FOUND
- MONUMENT SET

PROFESSIONAL ENGINEERING ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

CLIENT: JOSEPH FREED AND ASSOCIATES, 220 NORTH SMITH STREET, SUITE: 300, PALATINE, ILLINOIS 60067	SCALE: 1"= 100'	JOB No: 2004198
	DATE: 11-05-04	DWG. No: 1 of 2

R:\2004PROJ\2004198\SURVEY-DEPT\04198-BND SURVEY.DWG

LEGAL DESCRIPTION

PARCEL 1 – Lot 91, except the South 42 feet thereof and the East 26 feet of the North 140 feet of the South 182 feet of Lot 92 and Lot 93, except the North 91 feet of the West 120 feet thereof, Muer's Garden Farms, a subdivision, as recorded in Liber 15, Page 45 of Plats, Oakland County Records.

PARCEL 2 – Lot 90, except the South 42 feet thereof, Muer's Garden Farms, a subdivision, as recorded in Liber 15, Page 45 of Plats, Oakland County Records.

PARCEL 3 – Lot 92, except the South 42 feet and also except the East 26 feet of the North 140 feet of the South 182 feet thereof, Muer's Garden Farms Subdivision, as recorded in Liber 15, Page 45 of Plats, Oakland County Records.

PARCEL 4 – The North 91 feet of the West 120 feet of Lot 93, Muer's Garden Farms Subdivision, as recorded in Liber 15, Page 45 of plats, Oakland County Records. Together with and subject to right of others to a joint driveway easement more particularly described in Joint Driveway Easement Agreement recorded in Liber 22598, Page 539, Oakland County Records.

PARCEL 5 – Lot 94, 95, 123 and 125 of "Muer Garden Farms Subdivision" as recorded in Liber 15, Page 45 of Plats, Oakland County Records.

LEGAL DESCRIPTION
TOTAL PARCEL

PART OF LOTS 90, 91, AND 92 AND LOTS 93, 94, 95, 123 AND 124 OF "MUER'S GARDEN FARMS" A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 20, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN (L. 15, P. 45), DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 20; THENCE ALONG THE SOUTH SECTION LINE EAST, 360.00 FEET THENCE ALONG THE EAST RIGHT WAY LINE OF ALPINE ROAD (60 FEET WIDE), N 00°31'12" E, 102.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE ALSO BEING THE WEST LINE OF LOT 92, 93, 94 AND 95 N 00°31'12" E, 568.00 FEET; THENCE EAST, 600.00 FEET ALONG THE NORTH LINE OF LOT 95 AND LOT 123 TO A POINT ON THE WEST RIGHT OF WAY LINE OF McCLURE ROAD (60 FEET WIDE); THENCE ALONG SAID LINE ALSO BEING THE EAST LINE OF LOT 123 AND LOT 124, S 00°31'12" W, 240.00 FEET; THENCE WEST, 300.00 FEET ALONG THE SOUTH LINE OF LOT 124; THENCE S 00°31'12" W, 120.00 FEET ALONG THE EAST LINE OF LOT 93; THENCE EAST, 60.00 FEET ALONG THE NORTH LINE OF LOT 90; THENCE S 00°31'12" W, 208.00 FEET ALONG THE EAST LINE OF LOT 90 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BIG BEAVER ROAD (NOW 204.00 FEET WIDE); THENCE ALONG SAID LINE WEST, 360.00 FEET TO THE POINT OF BEGINNING.

SECTION CORNER WITENESSES

South 1/4 Corner of Section 20 – Remon Point 4" Concrete Monument in Monument Box (L. 17055, P. 765)

N38°E 149.04'; SW Corner Building No. 2100
N85°W 75.06'; NE Corner of Concrete Base For Light Pole
Due East 49.98'; NW Corner Concrete Base For Light Pole
S07°E; NW Corner Building #2155

SE Corner of Section 20 – 2" Brass Cap in Monument Box (L. 17055, P. 767)

N23°E 115.67'; Top SW Bolt in Concrete Base For Light Pole
N70°W 50.54'; Top SE Bolt in Concrete Base For Light Pole
S23°W 123.22'; Top NE Bolt in Concrete Base For Light Pole
S70°E 53.03'; Top NW Bolt in Concrete Base For Light Pole

REVISED: 4-20-05 REVISED LEGAL DEN

CLIENT: JOSEPH FREED AND ASSOCIATES 220 NORTH SMITH STREET, SUITE: 300 PALATINE, ILLINOIS 60067	SCALE: 1"= 100'	JOB No: 2004198	PROFESSIONAL ENGINEERING ASSOCIATES 2430 Rochester Ct. Suite 100 Troy, MI 48083-1872 (248) 689-9090
	DATE: 11-05-04	DWG. No: 2 of 2	

CITY OF TROY

PREPARED BY CITY OF TROY PLANNING DEPT.

JOSEPH FREED AND ASSOCIATES LLC

December 5, 2005

Sent via email millermf@ci.troy.mi.us and regular mail

REC'D
DEC - 8 2005
PLANNING DEPT.

Mark Miller
Director of Planning
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Re: The Monarch Private Residences
Final Planned Unit Development Application

Dear Mr. Miller:

Please consider this letter a written request to modify The Monarch Final Planned Unit Development application, as previously submitted to the City of Troy for review.

Earlier this year a formal application was filed with the FAA requesting approval of a 266 feet building height for The Monarch Private Residences. A copy of this correspondence was included in the Final Planned Unit Development application, which reflects a total height of 266 feet and includes two towers of 23 floors (east tower) and 12 floors (west tower).

At this time the FAA has not yet responded in writing to our application as the project is still under review, however, the FAA has verbally communicated to Jeppesen, an airspace safety analysis consultant for The Monarch, that a reduction in the overall building height to 245 feet may be necessary. In the event the final determination of the FAA does in fact restrict the building height to 245 feet, at most three stories will need to be removed from the east tower.

We are requesting that The Monarch Final Planned Unit Development be modified to permit the removal of as many as three (3) floors from the east tower, which may be added to the west tower. Again, this option will only be pursued in the event the FAA does not approve the application as presented.

As always, I appreciate your willingness to work with us on this matter. Should you have any questions or concerns, please feel free to contact me at (847) 215-5417.

Respectfully,

Joseph Freed and Associates

Ron Douglass

Jennifer Mooney

Cc: Gary Jonna, Whitehall Real Estate Interests
Ron Phillips, Neumann Homes
file

Gateway Center • 220 North Smith Street • Suite 300 • Palatine, Illinois 60067 • Tel 847.215.5500 • Fax 847.215.5282 • www.josephfreed.com

[EFK: New Draft Dated 12/14/05]

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF TROY

DEVELOPMENT AGREEMENT FOR THE MONARCH PRIVATE RESIDENCES PLANNED UNIT DEVELOPMENT

This Development Agreement ("Agreement"), dated _____, 2005 is entered into by and among Big Beaver Alpine LLC ("Developer"), a Michigan limited liability company, the address of which is c/o Joseph Freed and Associates LLC, 220 N. Smith Street, Suite 300, Palatine, Illinois 60067 and 2038 West Big Beaver Road, Suite 200, Troy, Michigan 48084, and Big Beaver Office LLC (herein referred to as "Office"), a Michigan limited liability company, whose address is c/o Mark Cohn, Esq., Seyburn Kahn Ginn Bess & Serlin, P.C., 2000 Town Center, Suite 1500, Southfield, MI 48075, and the City of Troy, a Michigan municipal corporation, having its principal offices at 500 W. Big Beaver Road, Troy, Michigan 48084 ("City").

RECITALS:

A. Office is the owner of certain real property in the City of Troy, Oakland County, Michigan, containing approximately 3.34 acres ("Property A"), and Developer has a contract to purchase from Owner certain contiguous real property in the City of Troy, Oakland County, Michigan, containing approximately 2.51 acres ("Property B"), as more particularly described on Exhibit A attached hereto. Property A and Property B are herein referred to collectively as the "Property". This Agreement is being signed by Developer and Office approximately simultaneously with Developer's acquisition of Property B. Developer and Office, their successors and assigns are sometimes herein individually referred to as an "Owner" and jointly referred to as "Owners."

B. Developer and Office have petitioned for an amendment to the City's Zoning Ordinance granting a rezoning of the Property to Planned Unit Development ("PUD"), that PUD to be known as "The Monarch Private Residences" sometimes also referred to herein as the "Development".

C. Developer shall undertake construction of the various public roads and public and private utility improvements. Developer shall construct the Development (subject to the provisions of Section 3.5 below), as set forth on Exhibit B attached hereto as Exhibit B ("Land Development Plan"). The City Council of the City has issued preliminary plan approval for the rezoning of the Property to PUD as required by Article XXXV of the City's Zoning Ordinance.

D. In connection with the grant of rezoning of the Property to PUD, Section 35.80.00 of the City's Zoning Ordinance requires the execution of a PUD Agreement which incorporates site plans, landscaping plans and other documents enumerated as PUD Documents, as defined below and which requires the final approval of those documents by City Council as part of the grant of rezoning of the Property to PUD. As part of preliminary plan approval, Developer has offered and agreed to make the improvements and to proceed with the undertakings described in the PUD Documents which Developer and the City agree were necessary and roughly proportional to the burden imposed in order to (i) ensure that the public services and facilities affected by the Development will be capable of accommodating increased services and facility loads caused by the Development, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Property in a socially and economically desirable manner and (v) achieve other legitimate objectives authorized under the City and Village Zoning Enabling Act, MCL 125.581, *et. seq.* and Chapter 39, Article XXXV of the City of Troy Zoning Ordinance.

E. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Property, once City Council has granted rezoning to the PUD and approved this Agreement and final site plans, landscaping plans and the other PUD Documents, the parties have entered into this Agreement to be effective on the date the City's Zoning Ordinance is amended to grant rezoning of the Property to PUD (the "Effective Date") and to be binding upon the City, the Developer, Office, the individual unit owners within the Development, the condominium owners associations (the "Associations"), and their successors and assigns.

NOW, THEREFORE, as an integral part of the grant of the rezoning of the Property to the PUD, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

GENERAL TERMS

1.1 This Agreement, including all PUD Documents, shall run with the land. Reference in this Agreement or any PUD Documents to "Developer" shall include Developer's successors and assigns. Any reference to condominium communities, individual unit owners or the Associations shall include their successors and assigns. It is the intent of the City and Developer and Office to put all future owners of the Property or parties in interest on notice of the rights, obligations and restrictions contained herein by recording this Agreement with the Oakland County Register of Deeds. Any termination of the condominium communities or Associations shall not nullify or void this Agreement. If a Master Deed is not controlling for all

or any portion of the Property, the terms and conditions of this Agreement shall be considered "Deed Restrictions" for any successors or assigns of the Property.

1.2 The Property shall be developed and improved only in accordance with the following which shall be referred to herein as the "PUD Documents":

A. Chapter 39, ARTICLE XXXV of the City's Zoning Ordinance, and amendments, if any.

B. The following plans, prepared by Professional Engineering Associates, dated September 16, 2005 and revised December 12, 2005, as included in The Monarch Private Residences Final PUD Application.

C. The following plans, prepared by Grissim Metz Andriese Associates, dated September 16, 2005 and revised October 21, 2005, as included in The Monarch Private Residences Final PUD Application.

D. The following plans, prepared by Rossetti and Associates, dated September 16, 2005 and revised September 30, 2005, as included in The Monarch Private Residences Final PUD Application.

E. The following plans, prepared by Design Resources, dated September 16, 2005 and revised October 7, 2005, as included in The Monarch Private Residences Final PUD Application.

F. The Monarch Private Residences PUD Final Project Manual, dated September 16, 2005, revised December 14, 2005 and presented in binder format.

G. The resolution of the official minutes of the meeting at which such approval is granted, which shall reflect all conditions of approval of the City Council pertaining to the PUD.

H. An Affidavit of Property Ownership to be recorded with the Oakland County Register of Deeds prior to commencement of construction and prior to the sale or lease of any portion of the Project, containing the legal description of the entire Property, specifying the date of final approval of the Planned Unit Development rezoning, and declaring that all future development of the Property has been authorized, restricted and required to be carried out in accordance with this Agreement and the Ordinance amendment granting rezoning to PUD.

1.3 The Ordinance amendment granting the PUD reclassifies the zoning of the Property to PUD and constitutes the land use authorization for the Property, and all use improvement of the Property shall be in substantial conformity with such Ordinance and the PUD Documents referenced herein.

1.4 Owners for themselves and their successors and assigns hereby appoint Developer as their agent and sole point of contact with the City for the purpose of all negotiations and other communications between Owners and the City in connection with the Development. This appointment is made pursuant to Section 3.5. Developer's written agreements with the City shall be binding upon both Owners. The parties acknowledge that Property A shall remain the property of Office and The Villas townhouse residential project described in the PUD Documents shall be constructed by Office, its successor or assigns. In the exercise of its role as agent and sole point of contact under this Agreement, Developer shall not make or give any promise, covenant, warranty or representation nor waive any obligation of the City nor release the City from its obligation under the PUD Documents affecting The Villas Property without the consent of Office nor agree to any amendment of the PUD Documents without the prior written consent of both Owners.

ARTICLE II

DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

2.1 Developer has the right to develop the Property in accordance with the PUD Documents. On the Effective Date, the site plan included in the PUD Documents ("Final Site Plan") shall be an approved final PUD site plan under the City's Zoning ordinance. Any material changes to such site plan shall be approved in accordance with the City's Zoning Ordinance.

2.2 The Property is located on the north side of Big Beaver Road between Alpine and McClure Roads. The Development consists of (i) one building with two towers of 12 and 23 stories containing 155 units, 17,906 square feet of commercial, structured and surface parking, referred to as The Monarch; and (ii) six two story buildings containing 52 townhouse units, referred to as The Villas. The Villas and The Monarch contain a total of 207 residential units. If there are any deviations between this summary paragraph and specifically listed final site plan(s), landscaping plan(s), easements, or other PUD Documents listed in Article I, the specific plan, easement or other specific document shall control in the order set forth in Section 6.4.

2.3 Developer shall develop the Property in accordance with the PUD Documents and those obligations delegated to it under Exhibit B and described in Exhibit C. Failure to develop the Property substantially in accordance with the PUD Documents shall constitute a deficiency under this Agreement. Developer shall assign to Office the right to construct The Villas component of the Property in accordance with the PUD Documents. The Villas component shall consist of the six two story buildings and the drives, sidewalks, grading, landscaping, interior utility lines and the like which by reason of reasonable construction efficiencies would be installed only at such times as the buildings are built. Such assignment shall include all rights, easements, and zoning and planning entitlements arising under the PUD Documents relating to Property A and The Villas component of the Development. The City consents to such assignment; provided such assignment shall not release Developer from its obligations hereunder except as expressly set forth herein.

2.4 The uses permitted under the PUD are all uses permitted in the B-2, RM-1 and RM-3 Zoning Districts of the City of Troy Zoning Ordinance. Except where and to the extent otherwise expressly provided in the PUD Documents, the regulations for the B-2, RM-1

and RM-3 zoning districts and home occupations of the City of Troy Zoning Ordinance, as amended, shall be applied to the Development. All development use and improvement of the Property shall be subject to and in accordance with this Agreement, the PUD Documents, all applicable City Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City Ordinances, the PUD Documents and State law.

2.5 **LIST ALL CONDITIONS, I.E. OFF-SITE IMPROVEMENTS AND CONDITIONS OFFERED IN EXCHANGE FOR PUD CONSIDERATION**

(a) Developer shall install off-site improvements in accordance with Exhibit B. Certain off-site improvements are to be installed on property owned by the City including landscaping and lighting improvements along Big Beaver, Alpine and McClure Roads as shown on Exhibit B. Further, the Developer will deed the properties at 3141McClure and 3128 Alpine to the City of Troy, and agrees to demolish all structures on the properties, regrade and seed where necessary. Developer shall acquire 3141 McClure and 3128 Alpine prior to the issuance of building permits for either The Monarch or The Villas and shall convey good and marketable title to the land to the City by warranty deed not created by Developer or Owners, lien or similar encumbrance, prior to the issuance of the first certificate of occupancy to be issued for any portion of the Development.

(b) Provided that the off-site improvements identified in Section 2.5(a) comply with applicable City Ordinances, following inspection and approval by the City, which approval shall not be unreasonably withheld or delayed, the off-site improvements shall become the property of the City. Prior to the acceptance by the City of the improvements, Developer shall maintain such improvements. Following acceptance by the City, the City shall maintain such improvements as identified on Exhibit B, however the City shall not be required to maintain, replace or irrigate landscape improvements, and shall not be responsible for the cost to operate or maintain light fixtures.

(c) The City grants to Developer and the Associations a temporary easement over, across and through the portions of the City owned parcels which are subject to this Agreement to install the improvements and to perform any maintenance obligations set out in this Agreement.

(d) Developer will seek approval from private property owners, where appropriate, to permit installation of all off-site improvements which are on property not owned by Owners. These off-site improvements are limited to landscaping as shown on the Landscaping Plans and Land Development Plan. In the event the private property owner(s) do not approve such improvements, Developer shall not be obligated to install related improvements nor shall the Developer be required to compensate the City of Troy or the private property owner(s) for such improvements.

2.6 Each of the Owners will prepare and submit to the City Attorney for review and approval Master Deeds and Bylaws for the applicable portions of the Development (collectively the "Master Deeds"). The Master Deeds shall be approved by the City Attorney prior to issuance of building permits for the applicable portion of the Development. The Master Deeds acknowledge that each unit owner and the Associations identified in Section 5.1 will be bound by the terms and provisions of this Agreement. The Master Deeds shall comply with all

statutes of the State of Michgan and City Ordinances and be recorded with the Oakland County Register of Deeds after the Effective Date of the amendment of the Zoning Ordinance to rezone the Property to PUD.

2.7 The Master Deeds shall contain provisions which obligate the Associations to maintain the general common elements of the applicable portions of the Development (as more particularly set forth in the Master Deeds) in good working order and appearance, including, without limitation, storm water drainage and retention facilities, the private roadways, parking areas, sidewalks, common structures and facilities, common areas or elements. In addition, the Master Deeds provide that the Development is subject to the PUD Documents. The Master Deeds shall contain provisions for the performance of Developer's maintenance obligations under this Agreement and the PUD Documents.

2.8 Each co-owner, as defined in the Michigan Condominium Act, in the Development shall be a member of one of the Associations at all times during the term of their ownership and, except for Developer, subject to the assessments of the Associations. The Associations shall be authorized to perform the functions and duties delegated and assigned to it by the Master Deeds or through the Associations in which the Associations are a constituent member, or any combination thereof.

2.9 Except with the prior approval of the City the Master Deeds shall prohibit exterior material modification of the units within the Development which are in conflict with the PUD Documents, including all aspects of development, landscaping, deck construction and alteration to unit construction.

2.10 The Property and the properties located at 3141 McClure and 3128 Alpine currently contain one or more structures which Developer intends to demolish. Developer shall comply with all State statutes and City Ordinances regarding demolition. In connection with the demolition of such structures, Developer shall engage a demolition contractor to remove any asbestos and/or asbestos contaminated materials contained within such structures(s) prior to performing its demolition activities. Any asbestos shall be removed in accordance with an action plan prepared by Developer's contractor, which action plan shall include the following: Prior to the removal of any asbestos and/or asbestos contaminated materials, such contractor shall notify the Michigan Department of Environmental Quality that the contractor intends to commence demolition activities involving a structure(s) which contains asbestos; Developer's contractor shall use trained asbestos abatement/removal technicians; all asbestos materials which are removed from the site shall be sent to a Type II landfill and, in connection with the transportation of such materials to the landfill, appropriate shipping manifests shall be obtained and a third-party monitoring company shall be engaged to monitor the transportation of asbestos contaminated materials to such landfill. Demolition of structures will commence/resume following completion of asbestos removal activities. During the demolition process, the site will be sprayed with water to minimize airborne particles. Following completion of the demolition activities, the City shall inspect the site prior to the performance of backfilling and grading activities. When the City has approved the site, which approval shall not be unreasonably withheld, Developer's contractor shall backfill the site as necessary with clean sand compacted to an approximate ninety-five (95%) percent density. The site will then be graded and seeded to prevent soil erosion. The City will assume the maintenance of the Property after it is deeded to the City.

2.11 Developer shall comply with the City Code and Ordinances, make any necessary application for permits and obtain any necessary permits for the use of temporary sales trailers and/or sale and advertising signs.

ARTICLE III

PUBLIC IMPROVEMENTS

3.1 Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems, including any required water hydrants. Such improvements shall be designed and constructed in accordance with the Final Site Plan, the PUD Documents, approved engineering construction plans and all applicable City, County and State standards, codes, regulations, ordinances and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions and easements to reach the area to be served, shall be provided by and at the sole expense of the Developer, and shall be completed, approved and dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed and existing facilities, structures and uses within the phase of the Development to be served thereby, prior to issuance of any building permits for any buildings in such phase of the Development as more fully described in Section 3.5 below. The water and sanitary sewer improvements within and for a particular phase must be completed to the extent that such phase shall, upon completion and dedication of such improvements, be fully capable of standing on its own in terms of the provision of water and sanitary sewer services to such phase according to applicable laws, ordinances, codes, regulations and standards at the time of construction of each such phase. However, with respect to each phase of the Development, Developer shall post security in the form of cash or check or certificate of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, under a separate agreement in an amount equal to the cost of construction, or a performance bond in an amount equal to the cost of construction plus 10%, as specified in a bona fide contract for construction of such water and sanitary sewer system improvements to be constructed by the Developer pursuant to Exhibit B for such Development phase, which estimate has been approved by the City Engineer, together with an agreement with the City, approved by the City Attorney, authorizing the City, at its option, to install the water system and/or sanitary sewer systems for such phase if Developer has failed to do so at the expiration or revocation of building permits after construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, the building permits for the applicable phase of the development to be served by the water and sanitary system facilities improvements in question shall be issued upon the posting of such security and execution of such agreement. The Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the applicable structures within the Development, including without limitation, uninhabitable buildings and fire protection risks, and shall release, indemnify and hold harmless the City from and against any claims arising by reason of any such non-availability. Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements for each phase of the Development completed by it, convey and dedicate all interest in such facilities to the City by providing and executing documents and title work in accordance with all applicable City ordinances and requirements.

3.2 Storm Water Drainage. The Developer at its sole expense, shall construct and maintain a storm water and retention system, which system shall include the improvements provided in this Agreement, and shall be installed in accordance with the PUD Documents, the approved engineering construction plans, and all applicable ordinances, laws, codes, standards and regulations in Exhibit B. All drainage improvements necessary for any phase of the Development shall be completed and approved prior to issuance of any building permits for such phase. However, the Developer shall post security in the form of cash or check or certificate of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, in a separate agreement approved by the City in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus 10%, as specified in a bona fide contract for installation of such drainage improvements approved by the City Engineer, together with an agreement with the City, approved by the City Attorney, authorizing the City to, at its option, install the drainage improvements in question if the Developer has failed to do so at the expiration or revocation of building permit(s) after construction has commenced for the applicable phase. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, building permits for the applicable phase of the development to be served by the drainage improvements in question shall be issued upon the posting of such security and execution of such agreement. The drainage improvements shall be completed and approved prior to issuance of any certificates of occupancy within the phase of that development, and in all events within twelve (12) months after issuance of the first building permit to be served thereby.

All construction, repair, maintenance and replacement of the storm drainage and retention system which is Developer's responsibility, as described in Section 3.5, shall be the sole obligation of the Developer and its successors in ownership. The Master Deeds and Deed Restrictions herein shall require ongoing maintenance, repair and improvement of such storm drainage and retention system be the responsibility of the Associations. During the development of the applicable phase, the Developer or Owner constructing that applicable phase shall be obligated to maintain the storm drainage and retention system and facilities in a fully operational condition. Upon the installation of the final or topcoat of asphalt on the roads within a phase, the Developer or Owner may assign its responsibility with respect to such maintenance to the applicable Association as provided in the applicable Master Deed or pursuant to the Deed Restrictions herein. Thereafter, the obligation shall be solely that of the applicable Association. The proper functioning, maintenance and repair of the applicable portion of such drainage and retention facilities shall be a condition for issuance of any and all building permits for construction of dwellings on the Property and for issuance of certificates of occupancy.

3.3 Streets, Boulevards, Sidewalks, Drives, Entryways and Parking Lots. Developer shall, at its sole expense, construct and maintain all private streets, boulevards, sidewalks, drives, entryways and parking lots in accordance with the Final Site Plan, the PUD Documents, approved engineering construction plans and all applicable City, County and State standards, codes, regulations, ordinances and laws. The streets, boulevards, sidewalks, drives, entryways and parking lots for a particular phase must be completed to the extent that such phase shall, upon completion of such improvements, be fully capable of standing on its own in terms of the provision for emergency access and all fire and safety ordinances, codes, regulations and standards at the time of construction of each such phase. However, with respect to each phase of the Development, Developer shall post security in the form of cash or check or certificate of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, under a separate agreement in an amount equal to the cost of construction, or a performance bond in an amount equal to the cost of construction plus 10%, as specified in a bona fide contract for

construction of such street, boulevard, sidewalk, drive, entryway and parking lot improvements to be constructed by the Developer pursuant to Exhibit B and that will be maintained by the City of Troy, as set forth in Exhibit B, for such Development phase, which estimate has been approved by the City Engineer, together with an agreement with the City, approved by the City Attorney, authorizing the City, at its option, to construct the streets, boulevards, sidewalks, drives, entryways and parking lots which will be maintained by the City of Troy, as set forth in Exhibit B, for such phase if Developer has failed to do so at the expiration or revocation of building permits after construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, the building permits for the applicable phase of the development to be served by the street, boulevard, sidewalks, drives, entryways and parking lot improvements in question shall be issued upon the posting of such security and execution of such agreement. The Developer shall assume all risks associated with any non-availability to serve or access the applicable structures within the Development, including without limitation, uninhabitable buildings and fire protection risks, and shall release, indemnify and hold harmless the City from and against any claims arising by reason of any such non-availability.

Developer, its successors and assigns, shall be responsible for maintenance and repair of the streets, boulevards, drives, entranceways, sidewalks, and parking lots during the period of construction, and shall also keep streets abutting the Development free from debris and repair any damage to the streets abutting the Development (subject to City of Troy requirements) caused by construction activities on or for the Property and use of abutting streets for construction purposes. If Developer fails to maintain and repair the streets, boulevards, drives, entranceways, parking lots and abutting streets as required by this Paragraph, in addition to any enforcement authorization or remedy provided in the Master Deeds, the Deed Restrictions herein, or any other agreement, the City may issue stop work orders and/or withhold issuance of further approvals, permits and occupancy certificates for the Development, except as provided for in Sections 3.5 (c) and (d) below, until such failure is cured. At all times, during and after completion of construction for the applicable portion of the Development, Developer, its successor and assigns, shall cause all internal streets, boulevards, drives, entranceways and parking lots to be maintained, repaired and kept in an unimpeded, unobstructed, safe and passable condition at all times to allow for the free flow and circulation of traffic throughout the Development, except for temporary closures or obstruction due to repairs or snow. The responsibility and obligation for such ongoing maintenance and repair shall be that of the Developer, its successors and assigns. Developer and Owner shall incorporate provisions in the Master Deeds stating that property owners and the Associations are bound by the obligations and restrictions herein. Developer may assign its responsibility with respect to such maintenance to the applicable Association as provided in the applicable Master Deed or as Deed Restrictions herein.

3.4 For purposes of maintenance obligations set forth in this Paragraph, the term "maintenance," "maintain" and "maintained" shall mean and include regular inspections.

3.5 Following the execution of the Agreement, it is anticipated that Developer will purchase Property B from Office. Office will remain the owner of Property A. Office has signed and delivered this Agreement for the purpose of subjecting and subordinating the Property to the terms and conditions of this Agreement. For all purposes hereunder and as further provided in this Section 3.5, Office shall be deemed to be a successor and assignee of Developer with respect to Property A only. Developer, Office and the City agree to an allocation of responsibility as follows:

(a) Developer shall be solely responsible for construction and installation of the following land improvements which shall be completed or the performance assurances given therefore prior to the issuance of building permits for Property B:

(i) The pavement of Alpine Road and McClure Road from Big Beaver to the northern boundary line of Property A.

(ii) All sanitary mains necessary to serve the improvements on Property A and Property B.

(iii) All storm sewer mains and facilities necessary to manage the storm water from both Property B as improved property and Property A as unimproved property.

(iv) All water mains necessary to serve the improvements on Property A and Property B.

(v) With respect to the above improvements, Developer shall enter into the City's standard contract for public improvements and provide the required performance assurances.

(vi) The demolition of 3141 McClure and 3128 McClure in accordance with Section 2.10 above and the dedication of those parcels as described in Section 2.5 above.

(b) Developer and Office shall be responsible for construction of the submains needed to serve Property A and such submains shall be constructed or performance assurances given therefore prior to the issuance of building permits for improvements on Property A. Office or Developer shall enter into the City's standard contract for public improvements and to provide for required performance assurances. "Exhibit C" contains a summary of the allocation of responsibilities.

(c) If construction of any component (The Monarch and/or The Villas) has not commenced within one year of signing of this Agreement, such component shall be hydro seeded and shall thereafter be maintained in a sightly/debris-free condition. If the land is not properly maintained the City will have the right to maintain it and recover the cost plus 25% from the owner of the unbuilt land. The City will have a lien against the unbuilt land to enforce its right to payment. No use of such component shall be made except in conformity with the PUD Documents.

(d) In the event it becomes impracticable due to market conditions or other reasons to build both The Monarch and The Villas, subject to the terms of Section 1.4 above Developer will diligently and in good faith initiate and conduct the negotiations with the City to amend the PUD, extend its term or otherwise seek a solution to whatever obstacles are preventing

the completion of the Development and the buildings shown in the PUD, as it may be amended,

(e) in a manner acceptable to the City in its sole discretion

(f) Developer will be responsible for building The Monarch towers in accordance with the PUD Agreement. If Developer violates the PUD Agreement The Villas property will not be subject to stop work orders, withholding of certificates of occupancy, abatement orders and the like. If The Monarch is wholly or partially destroyed by a casualty, it may be rebuilt in conformity with the PUD Documents notwithstanding the existence of any default relating to The Villas.

(g) Office will be responsible for building the Villas in accordance with the PUD. If Office violates the PUD agreement The Monarch property will not be subject to stop work orders, withholding of certificates of occupancy, abatement orders and the like. If The Villas is wholly or partially destroyed by a casualty, it may be rebuilt in conformity with the PUD Documents notwithstanding the existence of any default relating to The Villas.

ARTICLE IV

THE CITY'S RIGHTS AND OBLIGATIONS

4.1 Following completion of the land development improvements described in Article III above, Developer may assign the continuing maintenance obligations to one or both Owners. Owners shall have the right to assign their maintenance obligations under this Agreement to one or both of the applicable Associations, provided that such assignment shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld and which shall be based upon the City Attorney's review of the Master Deeds and the City Attorney's determination that the respective Associations have assumed the Developer's obligations regarding the maintenance of the improvements required to be maintained under the Agreement. Upon the assignment to and assumption by the Association of Owners' maintenance obligations, Owners shall have no further obligations or liability with respect thereto. Prior to such assignment, Owners shall give the Planning Director written notice of its' intent to assign its obligations to the Associations. Within thirty (30) days from receipt of such notice, the City shall inspect the Development and either approve such assignment in writing or furnish Owners with written notice identifying all deficiencies under this Agreement and/or the PUD Documents. When Owner has cured the deficiencies set forth in the City's notice, the City shall promptly approve the assignment.

If a non-performance or a deficiency occurs in Developer's or Office's performance of the obligations of either or both under the PUD Documents, then the City may establish a reasonable time for curing any deficiencies. If, following the expiration of the period set forth to cure any deficiencies, such deficiencies have not been cured, the City shall thereupon have the

power and authority, but not the obligation, to take any of the following actions, in addition to any actions authorized under City ordinance and/or State law:

(a) Demand that the non-performance, deficiency or obligation be fulfilled, performed or completed before the applicable Owner assigns its obligations to the applicable Association and set a specific date to complete the performance, fulfill the obligation or correct the deficiency. If an Owner has not completed the performance, fulfilled the obligation or corrected the deficiency by the date specified, such Owner shall not assign its obligations to the Associations and the City may proceed under paragraph 4.1 (b).

(b) The applicable Owner shall not assign its obligations to the Association and the City may enter upon the Property, or cause its agents or contractors to enter upon the applicable portion of the Property and perform such obligation or take such corrective measures as reasonably found by the City Council to be appropriate. In addition to any financial assurance given to ensure completion of the improvements, the additional costs and expense of making and financing such action by the City, including without limitation notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by the applicable Owner within thirty (30) days of a billing to such Owner. The payment obligation under this Section 4.1(b) shall be secured by a lien against the portion of the Property or the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to the applicable Owner pursuant to this Section 4.1(b), or in emergency circumstances, the date on which the City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid either in full or in part by the applicable Owner for more than thirty (30) days on the delinquent tax rolls of the City related to such portion of the Property, to accumulate interest and penalties, and to be collected, as and in the same manner as made and provided for collection of delinquent real property taxes on all portions of the property then owned by the Owner, and/or the portion of the Property then owned by such Owner's successors, heirs, transferees and assigns as of the date of the initial written notice of deficiency provided to the applicable Owner pursuant to this subsection. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, or its successor or assign and in such event, such Owner or its successor or assign shall pay all court costs and attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds thereby;

(c) The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the PUD Documents. In the event the City obtains any relief as a result of such litigation, the Owner or its successor or assignee responsible for such breach shall pay all court costs and attorney fees incurred by the City in connection with such suit. Notwithstanding anything contained herein to the contrary, neither Developer nor the Owners shall be obligated to proceed with construction of the Development; provided no construction shall be permitted except in conformity with the PUD Documents and this Agreement.

(d) The City may issue a stop work order as to any or all aspects of the Development owned by the Owner in breach, and/or it may deny the issuance of any

requested building permit or certificate of occupancy within any part or all of such portion of the Development regardless of whether the applicable Owner is the named applicant for such permit or certificate of occupancy, and the City may suspend further inspections of any or all aspects of such portion of the Development regardless of whether the applicable Owner is the named applicant for such permit or certificate of occupancy, and the City may suspend further inspections of any or all aspects of the portion of the Development owned by the Owner in breach.

4.2 In the event that the City utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Development, the City, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements, and for the purposes of inspecting for compliance with and enforcement of the PUD Documents.

4.3 To the extent the PUD Documents deviate from the City of Troy Development Standards, Zoning Ordinance or other City ordinances, or any amendments thereto, the PUD Documents shall control. All improvements constructed in accordance with the PUD Documents shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the City.

4.4 Upon proper application by each Owner, payment of the required fees and submission of construction plans indicating compliance with the codes and ordinances of the City, the City shall approve and issue a building permit for three (3) model buildings, one (1) or more temporary sales trailers and five (5) model condominium units. If requested by either Owner, such model building permits shall be issued prior to recording the Master Deeds, issuance of separate tax parcel identification numbers for the Condominium units, and prior to the activation of the water supply to the site, provided that: (a) property damage due to fire shall be at the Owner's sole risk of the Owner making such application; (b) access to construction site shall be surfaced with gravel or similar material able to accommodate the weight of fire apparatus as approved by the City; and (c) unless such Owner provides an adequate water source to the construction site, the City Fire Department may prohibit the building of structures or reasonably limit the number of structures to be constructed.

ARTICLE V

MAINTENANCE OBLIGATIONS

5.1 Developer and Office shall each form an association for their applicable portion of the Development, defined previously as the "Associations". The Associations shall be responsible for maintaining all improvements and any other maintenance obligations under this Agreement and as set out in the PUD Documents which are installed by Owners on that portion of the Property applicable to each Association or which it is required to maintain pursuant to Article II of this Agreement.

5.2 Initially, Developer, Office and every other co-owner shall be members of the applicable Associations. All membership rights and obligations shall be appurtenant to such member's Condominium unit and may not be separated from the ownership of any unit.

5.3 Developer may assign its maintenance obligations under this Agreement to Office; provided, such obligations shall not be assigned to Office unless Office agrees to assume such obligations. The Owners may assign their maintenance obligations to the Associations if and only if the City Planning Director has issued a letter to the Developer indicating that the Developer are authorized to assign their obligations under this Agreement and the PUD Documents to the Associations as they have complied with their obligations under this Agreement as described in Section 4.1 above.

5.4 The Developer, Office and the Association(s) and any of their successors and assigns, shall indemnify and hold harmless the City, from and against any and all claims for injuries and/or damages arising out of their use or maintenance of the areas owned by the City but maintained by the Developer, Office or Associations, except those claims arising from the negligence or willful misconduct of the City, its agents or employees.

5.5 The Associations shall establish and levy assessments against the Co-owners within the applicable portions of the Development for the purpose of performing the Associations maintenance and repair obligations under this Agreement, in addition to any maintenance obligations for the Development's common elements, including, but not limited to, storm drainage facilities, streets, entranceway improvements, landscaping, sidewalks, pedestrian and non-motorized vehicular paths and trails, and for other proper purposes of the Associations. If the Associations fail to fulfill their obligations as set out in this Agreement and the PUD Documents, the City may take any action available to it under Article IV against the individual property owners of each unit on a pro-rata basis and/or the Associations, including but not limited to assessing a lien against the individual unit owners on a pro-rata share.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Nothing in this Agreement is intended to prevent Developer from including in the Master Deeds terms and conditions which do not bind the City or are more restrictive requirements and standards with respect to the Development as long as those terms and conditions are not in conflict with this Agreement and the PUD Documents and are in compliance with State and Federal law.

6.2 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Owners shall have the right to delegate their rights and obligations under this Agreement to the Associations as set out in this Agreement. Until the rights and responsibilities under this Agreement are transferred to the Associations, Developer, Owners and the City shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees, and others. After the rights and obligations under this Agreement are transferred to the Associations, only the Associations and the City shall be entitled to modify, replace, amend or terminate this Agreement.

6.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

6.4 If there is a conflict between the terms of any of the PUD Documents, such documents shall control in the following order: (a) this Agreement; (b) the Final Site Plan; and (c) Chapter 39, Article XXXV of the City's Zoning Ordinance. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents which apply, the City in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other Ordinances which shall be applicable provided such determination is not inconsistent with the nature and intent of the PUD Documents.

6.5 The terms of the PUD Documents, including this Agreement, have been negotiated by the undersigned parties and such documentation represents the product of the joint efforts and agreement of the Developer and the City. Developer, Office and the City fully accept and agree to the final terms, conditions, requirements and obligations of the PUD Documents, and shall not be permitted in the future to claim that the effect of these PUD Documents results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the PUD Documents causes an inverse condemnation or taking of all or a portion of the Property. Furthermore, it is agreed that the improvements and undertakings set forth in the PUD Documents are necessary and roughly proportional to the burden imposed in order to ensure that services and facilities affected by the PUD will be capable of accommodating increased services and facility loads, traffic and storm water drainage caused by the development thereof, 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 and economically desirable manner, and to achieve other legitimate objectives authorized under the City and Village Zoning Enabling Act, MCL 125.581, *et seq*. It is further agreed and acknowledged hereby that all of such improvements are and clearly and substantially related to the burdens to be created by the development contemplated hereby, and all such improvements and the requirements and regulations of the Property under the PUD Documents and Zoning Ordinance, without exception, are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

6.6 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

6.7 This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

THIS AGREEMENT was executed by the respective parties on the date specified with the notarization with their name, and shall take effect on the date of adoption by the Troy City Council of the Zoning Ordinance amendment granting rezoning of the Property to PUD.

"Developer"

Big Beaver Alpine LLC

a Michigan limited liability company

By:

a Michigan limited liability company
Its: Member

Dated: _____ By: _____
President

"Office"

Big Beaver Office LLC

a Michigan limited liability company

By:
a Michigan limited liability company

Its: Member

Dated: _____ By: _____
President

"City"

CITY OF TROY,
a Michigan municipal corporation

By: Louise Schilling
Its: Mayor

Dated: _____ _____

By: Tonni Bartholomew
Its: City Clerk

Dated: _____ _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005 by_____., LLC, a Michigan limited liability company, which is the Manager of **Big Beaver Alpine, LLC**, a Michigan limited liability company.

_____

_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005 by_____., LLC, a Michigan limited liability company, which is the Manager of **Big Beaver Office, LLC**, a Michigan limited liability company.

_____

_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Louise Schilling, Mayor and Tonni Bartholomew, City Clerk of the **City of Troy**, a Michigan municipal corporation, on behalf of the Corporation.

_____

, Notary Public
Oakland County, Michigan
My Commission Expires: _____

DRAFTED BY:
Edward F. Kickham, Esq.
Kickham Hanley P.C.
26862 Woodward Avenue
Suite 100
Royal Oak, Michigan 48067

WHEN RECORDED RETURN TO:
Tonni Bartholomew
City of Troy Clerk
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

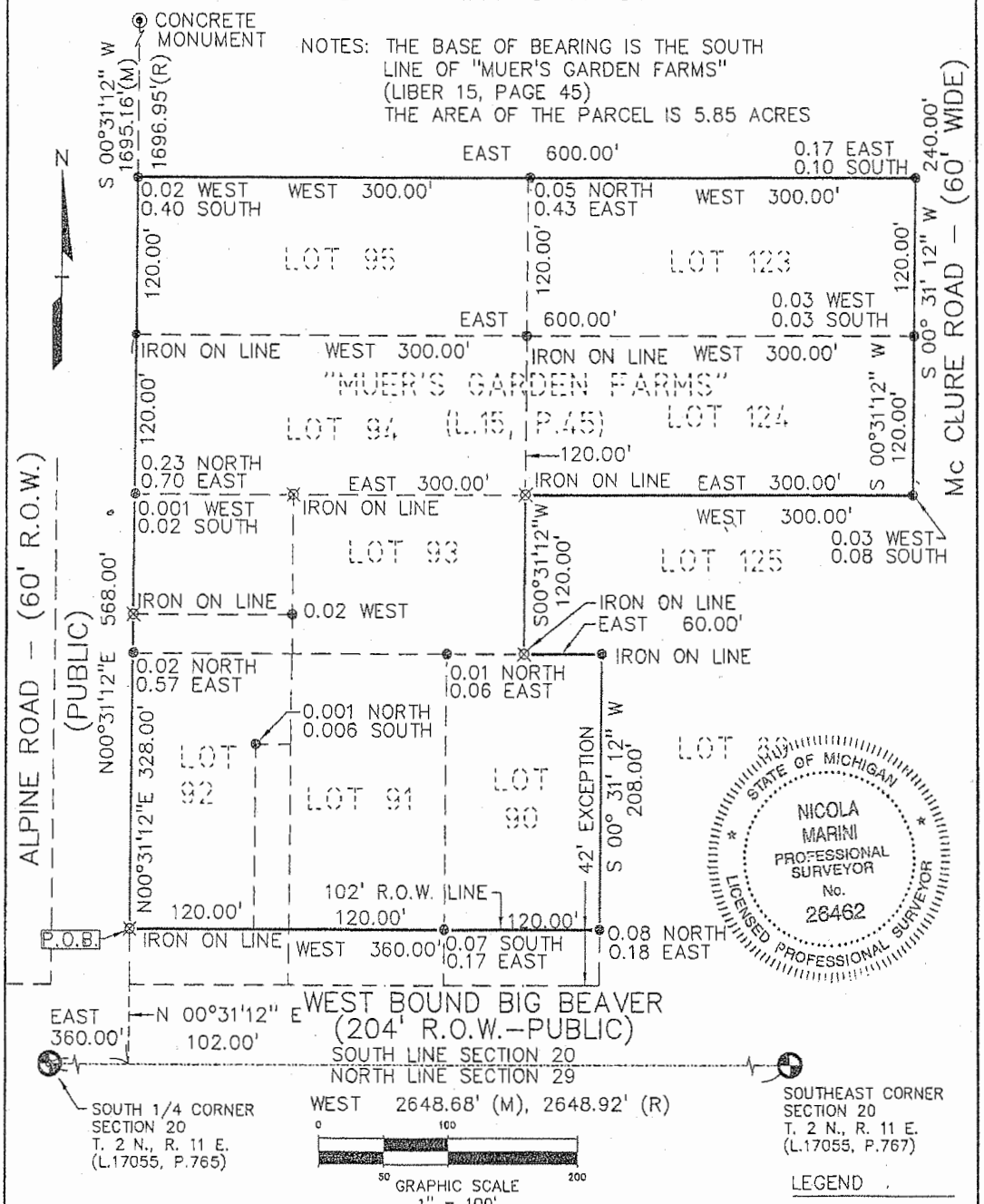
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Property A consists of Parcel 5 as described on the Boundary Survey dated November 5, 2004 and prepared by Professional Engineering Associates

Property B consists of Parcels 1, 2, 3 and 4 as described on the Boundary Survey dated November 5, 2004 and prepared by Professional Engineering Associates

BOUNDARY SURVEY



I, NICOLA MARINI, a Registered Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that there are no encroachments except as shown; that the field error of closure is 1 part in 70,000; and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.

NICOLA MARINI R.L.S. 26462 – AGENT FOR P.E.A., INC.

LEGEND

- IRON SET
- IRON FOUND
- MONUMENT SET

PROFESSIONAL ENGINEERING ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48083-1672
(248) 689-9090

CLIENT: JOSEPH FREED AND ASSOCIATES, 220 NORTH SMITH STREET, SUITE: 300, PALATINE, ILLINOIS 60067	SCALE: 1"= 100'	JOB No: 2004198
	DATE: 11-05-04	DWG. No: 1 of 2

R:\2004PROJ\2004198\SURVEY-DEPT\04198-BND SURVEY.DWG

LEGAL DESCRIPTION

PARCEL 1 – Lot 91, except the South 42 feet thereof and the East 26 feet of the North 140 feet of the South 182 feet of Lot 92 and Lot 93, except the North 91 feet of the West 120 feet thereof, Muer's Garden Farms, a subdivision, as recorded in Liber 15, Page 45 of Plats, Oakland County Records.

PARCEL 2 – Lot 90, except the South 42 feet thereof, Muer's Garden Farms, a subdivision, as recorded in Liber 15, Page 45 of Plats, Oakland County Records.

PARCEL 3 – Lot 92, except the South 42 feet and also except the East 26 feet of the North 140 feet of the South 182 feet thereof, Muer's Garden Farms Subdivision, as recorded in Liber 15, Page 45 of Plats, Oakland County Records.

PARCEL 4 – The North 91 feet of the West 120 feet of Lot 93, Muer's Garden Farms Subdivision, as recorded in Liber 15, Page 45 of plats, Oakland County Records. Together with and subject to right of others to a joint driveway easement more particularly described in Joint Driveway Easement Agreement recorded in Liber 22598, Page 539, Oakland County Records.

PARCEL 5 – Lot 94, 95, 123 and 125 of "Muer Garden Farms Subdivision" as recorded in Liber 15, Page 45 of Plats, Oakland County Records.

LEGAL DESCRIPTION
TOTAL PARCEL

PART OF LOTS 90, 91, AND 92 AND LOTS 93, 94, 95, 123 AND 124 OF "MUER'S GARDEN FARMS" A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 20, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN (L. 15, P. 45), DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 20; THENCE ALONG THE SOUTH SECTION LINE EAST, 360.00 FEET THENCE ALONG THE EAST RIGHT WAY LINE OF ALPINE ROAD (60 FEET WIDE), N 00°31'12" E, 102.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE ALSO BEING THE WEST LINE OF LOT 92, 93, 94 AND 95 N 00°31'12" E, 568.00 FEET; THENCE EAST, 600.00 FEET ALONG THE NORTH LINE OF LOT 95 AND LOT 123 TO A POINT ON THE WEST RIGHT OF WAY LINE OF McCLURE ROAD (60 FEET WIDE); THENCE ALONG SAID LINE ALSO BEING THE EAST LINE OF LOT 123 AND LOT 124, S 00°31'12" W, 240.00 FEET; THENCE WEST, 300.00 FEET ALONG THE SOUTH LINE OF LOT 124; THENCE S 00°31'12" W, 120.00 FEET ALONG THE EAST LINE OF LOT 93; THENCE EAST, 60.00 FEET ALONG THE NORTH LINE OF LOT 90; THENCE S 00°31'12" W, 208.00 FEET ALONG THE EAST LINE OF LOT 90 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BIG BEAVER ROAD (NOW 204.00 FEET WIDE); THENCE ALONG SAID LINE WEST, 360.00 FEET TO THE POINT OF BEGINNING.

SECTION CORNER WITENESSES

South 1/4 Corner of Section 20 – Remon Point 4" Concrete Monument in Monument Box (L. 17055, P. 765)

N38°E 149.04'; SW Corner Building No. 2100
N85°W 75.06'; NE Corner of Concrete Base For Light Pole
Due East 49.98'; NW Corner Concrete Base For Light Pole
S07°E; NW Corner Building #2155

SE Corner of Section 20 – 2" Brass Cap in Monument Box (L. 17055, P. 767)

N23°E 115.67'; Top SW Bolt in Concrete Base For Light Pole
N70°W 50.54'; Top SE Bolt in Concrete Base For Light Pole
S23°W 123.22'; Top NE Bolt in Concrete Base For Light Pole
S70°E 53.03'; Top NW Bolt in Concrete Base For Light Pole

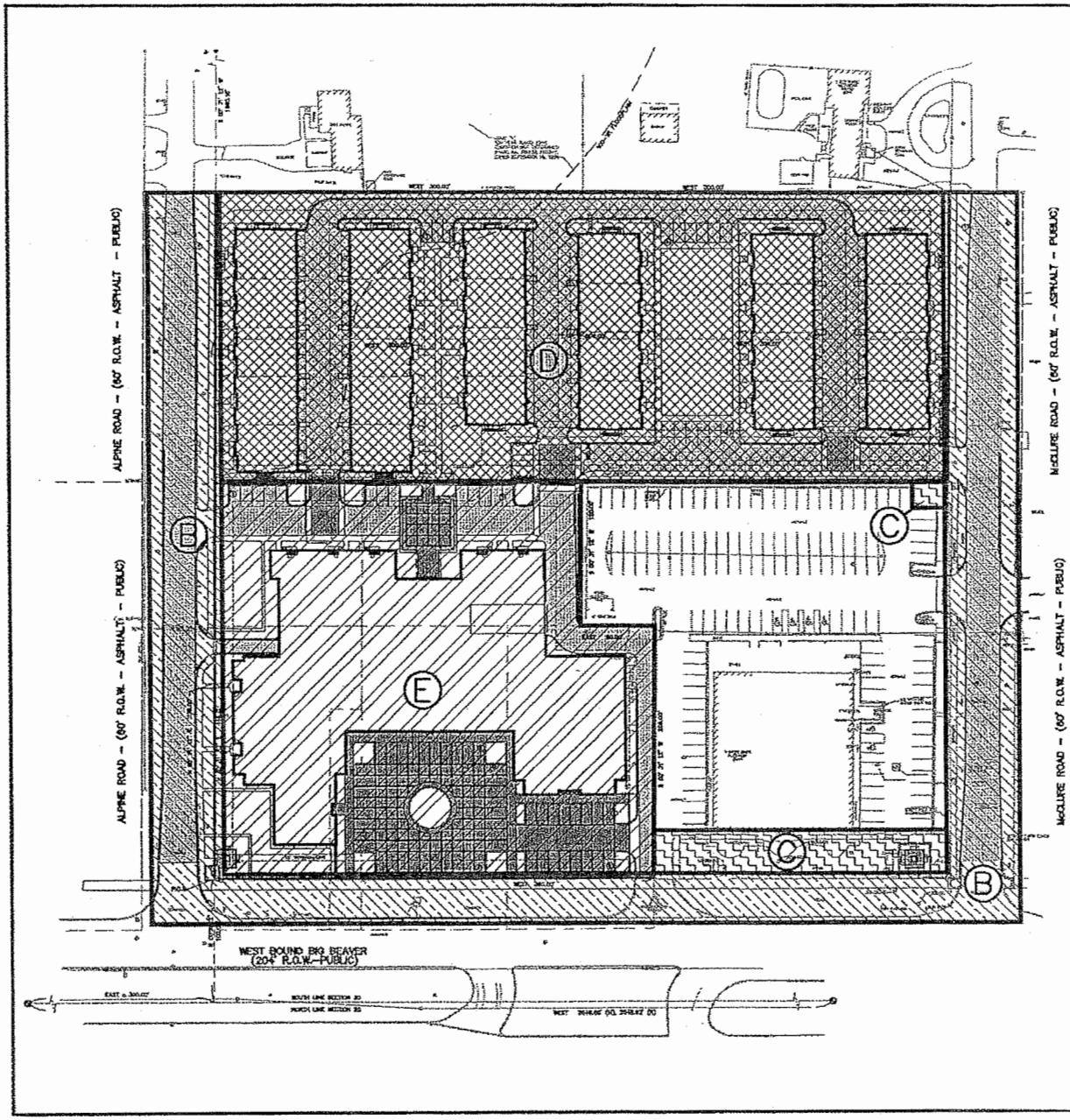
REVISED: 4-20-05 REVISED LEGAL DEN

CLIENT: JOSEPH FREED AND ASSOCIATES 220 NORTH SMITH STREET, SUITE: 300 PALATINE, ILLINOIS 60067	SCALE: 1"= 100'	JOB No: 2004198	PROFESSIONAL ENGINEERING ASSOCIATES 2430 Rochester Ct. Suite 100 Troy, MI 48083-1872 (248) 689-9090
	DATE: 11-05-04	DWG. No: 2 of 2	

EXHIBIT B

LAND DEVELOPMENT PLAN

See following page(s)



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

N

LEGEND

B = INSTALLED BY DEVELOPER

C = INSTALLED BY DEVELOPER

D = INSTALLED BY OWNER OF PROPERTY A, EXCEPT AS PROVIDED FOR IN EXHIBIT C

E = INSTALLED BY OWNER OF PROPERTY B

NOTE:
LANDSCAPING WITHIN CITY RIGHT-OF-WAY TO BE MAINTAINED BY ADJACENT OWNERSHIP.

PEA

PROFESSIONAL ENGINEERING ASSOCIATES

2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

PRELIMINARY

20000 West Big Beaver Road
Troy, Michigan

Carl J. Rizzo & Associates

LAND DEVELOPMENT PLAN

DATE	12-20-04
PROJECT NUMBER	2004-198
DRAWN BY	BJN
SCALE	1" = 40'

NO	REV. DESCRIPTION	DATE
1	PUD SUBMITTAL	12-20-04
2	SCHEMATIC DESIGN 100%	1-27-05
3	[illegible]	4-18-05
4	REVISED LIGHTING PLAN	4-19-05
5	REVISED LANDSCAPE PLAN	5-18-05
6	FINAL PUD SUBMITTAL	9-16-05
7	CITY REVIEW COMMENT REVISIONS	9-28-05
8	CITY REVIEW COMMENT REVISIONS	10-21-05
9	CITY REVIEW COMMENT REVISIONS	11-23-05
10	EXHIBIT B REVISIONS	11-28-05

SHEET NUMBER

EXHIBIT B

Exhibit C

	Developer	Office
Demolition	Performs all of the demolition including subsurface demolition as required by the City of Troy and other governing agencies	
Grading, Earthwork and Hydroseed	Performs all earthwork plus the associated earthwork on the Abu Zaid and the Duford parcels	
Underground Detention	Installs all of the underground storage required for the entire PUD as depicted on the final engineering plans.	
Storm Sewer	Installs all storm sewer mains as required to convey storm water from Parcel A.	
Sanitary Sewer	Installs all sanitary sewer mains as depicted on the final engineering plans.	
Water Main	Installs all water mains from Alpine to McClure.	
Dry Utilities (Electric, Gas, CATV, Telephone)	Works with utility companies to negotiate Facilities Agreements with the various utility companies. Signatory for those Agreements servicing Parcel B.	Signatory for those Agreements servicing Parcel A.
Transverse Private Drive between Alpine and McClure	Installs per final engineering documents.	
Roadway Improvements to Alpine and McClure as required by the City of Troy.	Installs per final engineering plans.	
Landscaping Improvements as required by the City of Troy on Alpine, McClure, Big Beaver and the Transverse Drive.	Installs per final engineering plans.	