



CITY of NOVI CITY COUNCIL

**Agenda Item 1
November 26, 2007**

SUBJECT: Approval to rescind the Completion Agreement for SP#03-46 Provincial Glades RUD between the City of Novi and Provincial Glades, LLC and to postpone this matter pending completion of a property transfer by Pinnacle-Nov, LLC in accordance with the requirement of Chapter 26.5.

SUBMITTING DEPARTMENT: Community Development

CITY MANAGER APPROVAL *[Signature]*

BACKGROUND INFORMATION:

On October 22, 2007 City Council approved a completion agreement for Provincial Glades and further indicated this agreement must be executed within 15 days from this approval. Upon subsequent follow-up with Mike Fellows he has indicated he is not in a position to post the additional performance guarantees at this time and therefore cannot execute the agreement. On October 22nd the City was contacted by Diversified Property Group, LLC operating under the name of Pinnacle Homes of a potential property transfer of this project. A meeting was on November 7, 2007 between City staff, Beth Kudla and representatives from Pinnacle Homes to determine the exact nature of this acquisition. A letter has been provided and attached to this packet by Howard Fingerroot with Pinnacle Homes confirming that on September 25th Pinnacle entered into an agreement with Citizens Bank to acquire the loan and mortgage with respect to Provincial Glades. The closing with Citizens is expected to occur on November 30th with the transfer of the Project expected to occur in early December. Pinnacle has requested the City extend the deadline for execution of the completion agreement until mid-December.

We are recommending given the pending property transfer City Council rescind the current agreement with Provincial Glades, LLC and upon transfer of ownership in mid-December execute a new agreement with Pinnacle-Nov, LLC.

The City is holding \$1,330,694.50, of which \$1,500 is cash. The letters of credit do not begin to expire until May 2008.

RECOMMENDED ACTION: Approval to rescind the Completion Agreement for SP#03-46 Provincial Glades RUD between the City of Novi and Provincial Glades, LLC and to postpone this matter pending completion of a property transfer by Pinnacle-Nov, LLC in accordance with the requirements of Chapter 26.5.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

November 13, 2007

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Marina Neumaier, Assistant Finance Director
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

**Re: Provincial Glades Agreement for Completion and Maintenance of
Improvements Pursuant to Chapter 26.5 of City Code
Our File No. 660034. NOV1**

Dear Ms. Neumaier:

Enclosed please find a copy of a letter from Pinnacle-Novis, LLC, explaining its position as a potential successor developer for the Provincial Glades Development. In addition to explaining its status, the letter requests an extended deadline with respect to execution of the proposed Agreement. This correspondence should be included in the next City Council package pertaining to this matter.

Should you have any questions or concerns with regard to this matter, please feel free to contact us.

Very truly yours,


Elizabeth M. Kudla

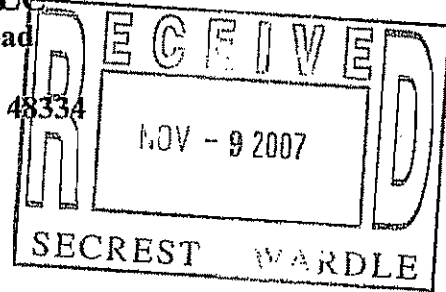
EMK

Enclosure

C: Maryanne Cornelius, City Clerk (w/Enclosure)
Clay Pearson, Assistant City Manager (w/Enclosure)
Rob Hayes, City Engineer (w/Enclosure)
Steve Rumble, Director Community Development (w/Enclosure)
Barbara McBeth, Deputy Community Dev. Director (w/Enclosure)
Aaron Staup, Construction Engineering Coordinator (w/Enclosure)
Sheila Weber, Treasurer's Office (w/Enclosure)
Dave Beschke, Landscape Architect (w/Enclosure)
John Freeland, ECT, Inc. (w/Enclosure)
Ted Meadows, Stantec (w/Enclosure)
Sarah Marchioni, Building Department (w/Enclosure)
Howard Fingerroot, Diversified Property Group, LLC (w/Enclosure)
Mark S. Cohn, Esquire (w/Enclosure)
Mike Fellows, Provincial Glades, LLC (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

PINNACLE-NOVI LLC
28800 Orchard Lake Road
Suite 200
Farmington Hills, Michigan 48334

November 7, 2007



Elizabeth M. Kudla, Esq.
Secrest Wardle
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-

*Re: Provincial Glades ("Project")
Your File No. 55142 NOV*

Dear Ms. Kudla:

Pursuant to our discussion today's date, the following is a brief letter of introduction explaining the involvement of Pinnacle-Novu LLC (hereinafter "Pinnacle"), in the above-referenced Project.

On September 25, Pinnacle entered into an agreement with Citizens Bank (formerly Republic Bank), to acquire the loan and mortgage with respect to the Project. Pinnacle is currently engaged in negotiations with the borrower (Provincial Glades, LLC), regarding the orderly transfer of the Project to Pinnacle, which will occur after the closing on the loan and mortgage. The closing with Citizens Bank is expected to occur on November 30, 2007, with the transfer of the Project expected to occur in early December.

As a result of the above, Pinnacle will be unable to execute the negotiated completion agreement until such time as it has acquired the aforementioned interest in the Project. Pinnacle requests that the City of Novi extend the deadline for execution of the completion agreement until mid-December 2007.

If you or the City Council have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard Fingerroot".

Howard Fingerroot

November 7, 2007

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Marina Neumaier, Assistant Finance Director
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

**Re: Provincial Glades Agreement for Completion and Maintenance of
Improvements Pursuant to Chapter 26.5 of City Code
Our File No. 660034. NOV1**

Dear Ms. Neumaier:

City Council approved a revised version of the proposed Agreement for Completion and Maintenance of Improvements for Provincial Glades at its October 22, 2007 meeting and indicated that it should be signed no later than 15 days from the date of approval, November 5, 2007.

Since October 22, 2007, you are aware that we have received information regarding a pending property transfer of the project, to a successor Developer, Diversified Property Group, LLC, operating under the name Pinnacle Homes of Michigan an, LLC (Pinnacle). Today we met with representatives of Pinnacle and the current owner of the project, to determine, given the pending property transfer, the options available for finalizing the Agreement.

Pinnacle indicated that it expects to finalize some form of arrangement transferring the property by mid-December, 2007. Pinnacle asserts that at this point, it does not have standing to assume the current Developer's obligations pursuant the Agreement because it is not yet an owner of the property. Chapter 26.5 of the Code of Ordinances indicates that in the event of a property transfer, a successor developer may replace the performance guarantees, or the applicant will remain responsible. Alternatively, Provincial Glades, LLC, and Pinnacle could enter into a joint arrangement for posting performance Guarantees:

Only the applicant may post a performance guarantee. If the subject real property is transferred, conveyed, or sold (other than as an individual, single-family lot or unit), the successor (with legal proof of ownership) shall replace any outstanding performance guarantees at the time of purchase. Cash bonds may be assigned upon proof of transfer,

conveyance, or sale. If the successor does not replace all performance guarantees, then the applicant shall continue to be responsible under such guarantees for completing the project in accordance with their terms. This provision shall not prohibit joint performance guarantees, provided that the applicant is one of the joint guarantors and if deemed acceptable by the director.

The current Developer has indicated that given the circumstances surrounding transfer of the project, he cannot post the additional performance guarantee amount arising as a result of the 2.0 multiplier required by ordinance. Both the current Developer and Pinnacle have requested an extension of the deadline for finalizing the Agreement to mid-December, once the property transfer has taken place and Pinnacle can legally enter into the Agreement.

Pinnacle has requested only minor changes to the substance of the Agreement. Pursuant to discussions at today's meeting, we made the following changes to the Agreement:

1. A statement has been added to Paragraph 4(a) that if the Developer deposits the Singh Trail amount with the City for completion of the trail/boardwalk, instead of completing the trail/boardwalk itself, the Developer shall have no further responsibility with respect to the trail/boardwalk.
2. A clarification has been made to Paragraph 4(b) that performance guarantees for landscape maintenance shall be posted only in accordance with ordinance requirements.
3. A revision to Paragraph 4(b) has been made to provide that street trees for each home site shall not be required to be installed prior to completion of the residence on the home site.

As we previously indicated, it is within City Council's authority, generally, to permit the Developer to vary from some or all of the requirements of the ordinance. In this case, the Developer is requesting additional time to finalize the Agreement pending transfer of the property.

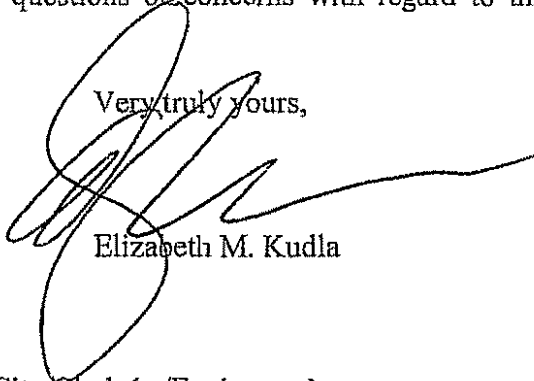
Marina Neumaier, Assistant Finance Director

November 7, 2007

Page 3

Should you have any questions or concerns with regard to this matter, please feel free to contact us.

Very truly yours,



Elizabeth M. Kudla

EMK

Enclosures

- C: Maryanne Cornelius, City Clerk (w/Enclosures)
- Clay Pearson, Assistant City Manager (w/Enclosures)
- Rob Hayes, City Engineer (w/Enclosures)
- Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
- Sheila Weber, Treasurer's Office (w/Enclosures)
- Dave Beschke, Landscape Architect (w/Enclosures)
- John Freeland, ECT, Inc. (w/Enclosures)
- Ted Meadows, Stantec (w/Enclosures)
- Sarah Marchioni, Building Department (w/Enclosures)
- Howard Fingerroot, Diversified Property Group, LLC (w/Enclosures)
- Mark S. Cohn, Esquire (w/Enclosures)
- Mike Fellows, Provincial Glades, LLC (w/Enclosures)
- Thomas R. Schultz, Esquire (w/Enclosures)

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**EXCERPTS FROM CITY COUNCIL
OCTOBER 22, 2007 MEETING MINUTES**

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI

EXCERPTS

MONDAY, OCTOBER 22, 2007 AT 7:00 P.M.

COUNCIL CHAMBERS - NOVI CIVIC CENTER - 45175 W. TEN MILE ROAD

ROLL CALL: Mayor Landry, Mayor Pro Tem Capello, Council Members Gatt, Margolis, Mutch, Nagy, Paul-absent/excused.

5. Consideration of a Completion Agreement for SP#03-46 Provincial Glades RUD in accordance with the requirements of Chapter 26.5.

Ms. Antil said this was being brought back to address the concerns that were discussed at the last meeting. Since that time, Council had been given correspondence and some changes in their packets, and she thought they might want to discuss this again.

CM-07-10-312 Moved by Margolis, seconded by Capello; CARRIED UNANIMOUSLY:

To approve Completion Agreement for SP#03-46 Provincial Glades RUD in accordance with the requirements of Chapter 26.5, subject to Provincial Glades signing the agreement within 14 days.

DISCUSSION

Mr. Schultz said Ms. Antil sent some correspondence to his office, which had been an ongoing topic of discussion on Friday and today. He noted one of the things that he thought was apparent was that the proponent was not present from Provincial Glades. Mr. Schultz said they had worked with them at Council's request quite a bit since the last meeting and there were a few issues they had not signed off on yet. He thought one of the things that needed to be appended to the motion, if Member Margolis would consider it, was to make the approval subject to Provincial Glades signing it and to add a timeframe. Mr. Schultz thought a reasonable timeframe would be 14 days, which would give them time to talk to whoever it was they needed to get that approval from. Member Margolis and Mayor Pro Tem Capello accepted the amendment.

Member Mutch asked Mr. Schultz to address what would happen if Provincial Glades decided not to sign these amended agreements. Mr. Schultz said the agreement was covering the fact that under the ordinance there was two years to complete site improvements, which would be all the roads, landscaping and things like that. He said because this development had taken a while to get launched, they've passed the two years. Mr. Schultz said the agreement extended sometimes and did so under some conditions, and technically they were in default under the ordinance now. He said the City would have a number of ways, under the ordinance, to address that through circuit court or district court action or to look at the financial guarantees. He noted there were a number of options available and what this agreement did was try to work with the

developer so they wouldn't have to exercise those options. He said if Council didn't have an agreement, they would have to pick one of those options. Member Mutch said in the process of developing this agreement, the Administration came to some understanding that the cost that was originally projected needed some adjustment, and they were presenting those now as Council's final understanding of what the costs would be. He asked if that would carry over if another developer took over the project, or would it revert back to the previous formulas. Member Mutch asked if this agreement was specific to this particular applicant, or would Council move forward with the understanding that these were the actual numbers they would work with no matter who came before Council and made this request. Mr. Schultz said the agreement was specific to Provincial Glades, who were still the owner of the property, as far as he knew. He said if there was a need to amend it, the Council would have a lot of discretion in deciding what the numbers ought to be. He said the letters of credit that were in place now and referred to in the agreement were only posted by Provincial Glades, and the ordinance required new letters, if there was a transfer of the property. Member Mutch said there was a question raised regarding Council approving an agreement and whether it would create a legal or financial liability for Provincial Glades. Mr. Schultz said from the City's perspective, at this point, as he understood the Council's motion, Council was approving the form and Provincial Glades would either agree or disagree. He said by just approving the form or the agreement, he didn't think the motion on the table had a specific application to the property at this point.

Roll call vote on CM-07-10-313 Yeas: Landry, Capello, Gatt, Margolis, Mutch, Nagy

Nays: None

Absent: Paul

**DRAFT
COMPLETION AGREEMENT
10/10/07**

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

PROVINCIAL GLADES
FKA THE PRESERVE RUD

**AGREEMENT FOR COMPLETION
AND MAINTENANCE OF IMPROVEMENTS**

AGREEMENT, dated _____, 2007, by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan 4837547 ("City"), and Provincial Glades, LLC, whose address is 41115 Jo Drive, Novi, MI 48375-1920 ("Developer") who represents itself hereby as the owner of the Property and Developer of the Development.

RECITATIONS:

Developer is the owner and developer of the land in the City of Novi, Oakland County, Michigan, described on the attached Exhibit A (the "Property"). The subject land has been approved for development as a Residential Unit Development pursuant to the provisions of the City of Novi Zoning Ordinance, and The Preserve Residential Unit Development Agreement, dated July 31, 2004, to contain seventy (70) single family home sites to be established as part of a site condominium. The site condominium will be herein known as the "Development".

As part of the approval process, Developer has offered and agreed to develop the Property, to complete certain improvements, and to proceed with other undertakings in compliance with applicable City Ordinances. Chapter 26.5 of the City of Novi Code of Ordinances, Section 26.5-5 (b) requires completion of actual construction and installation of all required improvements within two (2) years after the issuance of the initial permit for any improvements, or within six (6) months after a temporary occupancy permit has been issued for any structure on the property, whichever is shorter or occurs first. The initial permit for the Development was issued on June 29, 2005. Because two (2) years have elapsed since the initial permit, the Developer must either complete the improvements immediately, or request an extension of time. Section 26.5-5 (b) requires that extension of such time periods may only be granted by City Council when such extensions are requested for reasons other than delay resulting from weather conditions and/or delay in securing required approvals/permits from outside regulatory agencies.

Because the Developer is requesting an extension with respect to the completion of improvements for reasons other than delay resulting from weather conditions and/or approvals/permits from outside regulatory agencies, Developer must request an extension from City Council and must provide a written completion agreement, together with a revised performance guarantee, pursuant to Section 26.5-12 of the City of Novi Code of Ordinances.

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose of Agreement

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

2. Performance Guarantee Posted

Prior to or with the execution of this Agreement, the Developer has provided, or does provide, to the City, performance guarantee in the total amount of \$ 1,595,074.000 to guarantee completion and maintenance of improvements for the Development, as estimated and itemized in Paragraph 3, below. Such performance guarantee funds have been posted in the form of irrevocable Letters of Credit Nos. 07048, 07063, 5005120468, 5005120467, and 07064, issued by Citizens Bank ("Bank"), to guarantee completion and maintenance of improvements for the Development, as itemized in Paragraph 3, below, for an initial period of one (1) year, and shall provide by its terms that it shall, without further action by any person or entity be continuously renewed and be continuously effective for successive periods of one (1) year subject to termination only by 60 days advanced, written notice by Bank to the City's Assistant Finance Director as follows. As a condition to the termination of the effectiveness of the letter of credit, Bank shall be required to provide to the office of the City's Assistant Finance Director, with 60 days advanced written notice, a statement that the letter of credit shall terminate at the end of the 60 day period. Such notice shall be required regardless of the stated termination date of any other documentation. Prior to the date of termination at the conclusion of the 60 day period, the letter of credit shall at all times be effective and payable according to its terms.

3. Items of Improvement and Maintenance

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

(a)	Woodlands:	\$200,800.00
(b)	Woodland fence:	\$ 17,500.00
(c)	Landscape:	\$ 185,451.00

(d)	Wetland:	\$ 32,386.00
(e)	Right-of-Way (Paving):	\$125,000.00
(f)	Street Trees:	\$114,400.00
(g)	Singh Trail including paving and boardwalk:	\$122,000.00

Subtotal:	<u>\$ 797,537.00</u>
200% Multiplier:	x 2
Total Financial Guarantee:	<u>\$ 1,595,074.00</u>

4. Completion and Maintenance of Improvements: Schedule and Requirements

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

- a) Improvement Item 3(g), above, contemplates and includes without limitation the installation of a pathway system within the "Connecting Open Space" within the Development. The RUD Agreement provides that a trail system shall be constructed by Developer on the area of the Property that has been dedicated to the City as a park connecting the terminus of the City's Singh Trail to Nine Mile Road. Developer shall construct a trail system in accordance with AASHTO (American Association of State Highway and Transportation Officials) and ADA (Americans with Disabilities Act) standards. The trail shall mostly be an asphalt pathway, and boardwalk only where necessary. Improvement Item 3(g), above, shall be completed in all events at the time of installation of the "Singh" portion of the pathway system, or, alternatively, prior to the issuance of the 64th certificate of occupancy for the Development. In all events, if the "Singh" portion of the pathway system is not installed by or before the issuance of the 64th certificate of occupancy for the Development, the Developer may, as an alternative to constructing his portion of the pathway system, deposit the amount set forth in Paragraph 3(g) above with the City, and the City may complete the pathway at a time that the City, in its discretion, deems appropriate.
- b) Improvement Items 3(a) (b), (c), and (f) above, contemplate and include without limitation preservation of existing woodlands and the installation of woodland fence, woodland replacement trees and protective fencing, the installation of street trees, and site Landscaping for the overall Development. Approximately 54 acres of regulated woodlands will be preserved including the installation of 462 woodland replacement trees (which includes 280, or 4 trees per lot, to be installed on lots by homeowners in accordance with the Master Deed for the Development), 334 street trees, protective fencing, and security for 27 trees over 8"

DBH. Improvement Items 3(a), (b), (c), and (f) above, shall be completed in increments in accordance with the completion of construction of new homes within the Development. In all events, 25% of the improvement items in Paragraphs 3 (a),(b), (c) and (f) shall be installed prior to the issuance of the 18th certificate of occupancy within the Development. 50% of the improvement items in Paragraphs 3(a), (b), (c) and (f) shall be installed prior to the issuance of the 36th certificate of occupancy within the Development. 75% of the improvement items in Paragraphs 3(a), (b), (c), and (f) shall be installed prior to the issuance of the 53rd certificate of occupancy within the Development. 100% of the of the improvement items in Paragraphs 3(a), (b), (c), and (f) shall be installed prior to the issuance of the final three (3) certificates of occupancy within the Development. Pursuant to the terms of this Paragraph, a partial release of financial guarantee may be made at the time of the issuance of the of each of the 18th, 36th, 53rd and final certificates of occupancy within the Development, subject to the City retaining and appropriate amount to guarantee replacement of any dead, substantially dead, diseased or removed trees, and/or landscaping during the one (1) year period following installation of the trees and/or landscaping. If by June 29, 2011, not more than 36 certificates of occupancy within the development have been installed, City Council may reconsider, in its discretion, the scheduling of the installation of the improvement items set forth in Paragraphs 3(a), (b), (c) and (f) so as to require more immediate installation of the improvement items, in its reasonable discretion to ensure that the homeowners receive the benefit of those improvement items.

- c) Improvement Item 3(d) above contemplates and includes restoration of temporary impacts to wetland buffers for impacts caused by (1) the installation and maintenance of the temporary secondary access road for the Development, and (2) impacts caused by installation of Improvement Item 3(g) above, the pathway system. Improvement Item 3(d)(1), shall be completed at the time, and in accordance with Improvement Item 3(g), above. Improvement Item 3(d)(2) shall be completed at the time the temporary secondary access road for the Development is abandoned and restored. In all events, if the temporary secondary access road is still in place by June 29, 2012, City Council shall revisit this issue to determine whether it is reasonably foreseeable that a permanent access road will be installed, and, wetland restoration will take place. If City Council determines that the temporary access road will not be abandoned in the foreseeable future, Developer may apply for an amendment to his wetland permit to maintain a permanent wetland impact in the area of the temporary access road, and may seek release of the appropriate amount of financial guarantee, accordingly.
- d) Improvement Item 3(e) above contemplates (1) repair of existing base course of paving on Nine Mile Road, (2) the installation of the top course of bituminous paving for Nine Mile Road; and(3) installation of top course

of paving along interior roads within the Condominium. Improvement Items 3(e), above shall be completed, prior to the issuance of the 63rd certificate of occupancy for the Development, and in all events, no later than June 29, 2009.

5. City Authority to Complete and/or Maintain.

In the event Developer has failed to complete and/or maintain the improvements itemized in Paragraph 3, above, within the time periods and in the manner specified in this Agreement, and, provided the City has given the Developer 14 days notice of the failure to timely complete and/or maintain and Developer has not completed and/or maintained all of such improvements within said 14 days, the City shall have the authority, but shall not have the legal obligation, to take one or more of the following actions:

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

(b) The City may issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy, as applicable, and suspend further inspections of any or all aspects of the Development.

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

(d) The City may, in its discretion, in accordance with the provisions of Chapter 26.5, grant Developer additional time beyond the time periods reference in Paragraph 4, in accordance with the provisions of Chapter 26.5 of the City of Novi Code of Ordinances, which provisions may be amended from time to time.

6. Additional Liability

Developer shall also be liable for any costs and expenses incurred by the City in excess of the amounts posted by the Developer under this Agreement as well as any costs and expenses, including reasonable attorney fees, incurred by the City in any action and/or litigation to enforce or collect such funds and/or to otherwise restore the property and/or secure completion and/or maintenance of the improvements itemized in Paragraph 3, above, pursuant to the terms of this Agreement, in the event the City obtains any relief as a result of such lawsuit. The liability of Developer in such regard, if unpaid after 30 days of a billing sent to Developer at its last known address, may be secured by the City recording a lien on the Property, effective as of the date the City is authorized to proceed with the completion and/or maintenance of improvements, or restoration, as provided in this Agreement, and all such unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Developer, and in the event the City is awarded relief in such suit, the Developer shall pay all court costs, expenses and reasonable actual attorney fees incurred by the City in connection with such suit.

7. Rebate or reduction of Performance Guarantee

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

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

8. Binding Effect

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

9. Owner's Warranty on Ownership

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

10. Delay in Enforcement

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

11. Severability

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

12. Lawful Document

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

13. Applicable Law

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

14. Current and Future Owners and Developers.

As used in this Agreement, the term "Developer" shall mean and include the undersigned party designated herein as developer and owner of the Property, as well as all future and successor persons and entities that become owners and developers of all or any portion of the Development property in the future until such time as all phases of the Development have been completed and approved.

15. Headings.

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

16. Effective Date.

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

"DEVELOPER"

PROVINCIAL GLADES, LLC,
a Michigan limited liability company

By: Michael Fellows Its: Managing Member

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledges before me this _____ day of _____,
200_, by _____, as the _____ of
_____.

Notary Public
Oakland County, Michigan

My Commission Expires: _____

"CITY":
CITY OF NOVI
a Michigan municipal corporation

BY: _____

BY: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged, signed and sworn to before me on this _____ day
_____, 2007, by _____, Mayor and _____, Clerk of the City of
Novi.

Notary Public
_____ County, Michigan
My Commission Expires: _____

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DRAFT COMPLETION AGREEMENT 10/10/07

STRIKE-OUT VERSION

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

PROVINCIAL GLADES
FKA THE PRESERVE RUD

**AGREEMENT FOR COMPLETION
AND MAINTENANCE OF IMPROVEMENTS**

AGREEMENT, dated _____, 2007, by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan 4837547 ("City"), and Provincial Glades, LLC, whose address is 41115 Jo Drive, Novi, MI 48375-1920 ("Developer") who represents itself hereby as the owner of the Property and Developer of the Development.

RECITATIONS:

Developer is the owner and developer of the land in the City of Novi, Oakland County, Michigan, described on the attached Exhibit A (the "Property"). The subject land has been approved for development as a Residential Unit Development pursuant to the provisions of the City of Novi Zoning Ordinance, and The Preserve Residential Unit Development Agreement, dated July 31, 2004, to contain seventy (70) single family home sites to be established as part of a site condominium. The site condominium will be herein known as the "Development".

As part of the approval process, Developer has offered and agreed to develop the Property, to complete certain improvements, and to proceed with other undertakings in compliance with applicable City Ordinances. Chapter 26.5 of the City of Novi Code of Ordinances, Section 26.5-5 (b) requires completion of actual construction and installation of all required improvements within two (2) years after the issuance of the initial permit for any improvements, or within six (6) months after a temporary occupancy permit has been issued for any structure on the property, whichever is shorter or occurs first. The initial permit for the Development was issued on June 29, 2005. Because two (2) years have elapsed since the initial permit, the Developer must either complete the improvements immediately, or request an extension of time. Section 26.5-5 (b) requires that extension of such time periods may only be granted by City Council when such extensions are requested for reasons other than delay resulting from weather conditions and/or delay in securing required approvals/permits from outside regulatory agencies.

Because the Developer is requesting an extension with respect to the completion of improvements for reasons other than delay resulting from weather conditions and/or approvals/permits from outside regulatory agencies, Developer must request an extension from City Council and must provide a written completion agreement, together with a revised performance guarantee, pursuant to Section 26.5-12 of the City of Novi Code of Ordinances.

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose of Agreement

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

2. Performance Guarantee Posted

Prior to or with the execution of this Agreement, the Developer has provided, or does provide, to the City, performance guarantee in the total amount of \$ ~~1,595,074.000~~ ~~852,646.00~~ to guarantee completion and maintenance of improvements for the Development, as estimated and itemized in Paragraph 3, below. Such performance guarantee funds have been posted in the form of irrevocable Letters of Credit Nos. 07048, 07063, 5005120468, 5005120467, and 07064, _____ issued by Citizens Bank _____ ("Bank"), to guarantee completion and maintenance of improvements for the Development, as itemized in Paragraph 3, below, for an initial period of one (1) year, and shall provide by its terms that it shall, without further action by any person or entity be continuously renewed and be continuously effective for successive periods of one (1) year subject to termination only by 60 days advanced, written notice by Bank to the City's Assistant Finance Director as follows. As a condition to the termination of the effectiveness of the letter of credit, Bank shall be required to provide to the office of the City's Assistant Finance Director, with 60 days advanced written notice, a statement that the letter of credit shall terminate at the end of the 60 day period. Such notice shall be required regardless of the stated termination date of any other documentation. Prior to the date of termination at the conclusion of the 60 day period, the letter of credit shall at all times be effective and payable according to its terms.

3. Items of Improvement and Maintenance

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

- (a) Woodlands: \$200,800.00
- (b) Woodland fence: \$ 17,500.00

(c) Landscape:	\$ 299,851.00 <u>185,451.00</u>
(d) Wetland:	\$ 64,772.00 <u>32,386.00</u>
(e) Right-of-Way (Paving):	\$ 150,000.00 <u>125,000.00</u>
(f) 50855 Nine Mile repairs:	\$ 5,000.00
(g) Storm Water Detention:	\$ 6,000.00
(h) (f) Street Trees:	\$114,400.00
(i) (g) Singh Trail including paving and boardwalk:	\$ 68,000.00 <u>122,000.00</u>

Subtotal:	\$ 926,323.00 <u>797,537.00</u>
200% Multiplier:	x 2
Total Financial Guarantee:	\$ <u>1,595,074.00</u> 852,646.00

4. Completion and Maintenance of Improvements: Schedule and Requirements

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

a) Improvement Item 3(i)(g), above, contemplates and includes without limitation the installation of a pathway system within the "Connecting Open Space" within the Development. The RUD Agreement provides that a trail system shall be constructed by Developer on the area of the Property that has been dedicated to the City as a park connecting the terminus of the City's Singh Trail to Nine Mile Road. Developer shall construct a trail system in accordance with AASHTO (American Association of State Highway and Transportation Officials) and ADA (Americans with Disabilities Act) standards. The trail shall mostly be an asphalt pathway, and boardwalk only where necessary. Improvement Item 3(i)(g), above, shall be completed in all events ~~on or before June 29, 2009, at the time of installation of the "Singh" portion of the pathway system. or, alternatively, prior to the issuance of the 64th certificate of occupancy for the Development. In all events, if the "Singh" portion of the pathway system is not installed by or before the issuance of the 64th certificate of occupancy for the Development, the Developer may, as an alternative to constructing his portion of the pathway system, deposit the amount set forth in Paragraph 3(g) above with the City, and the City may complete the pathway at a time that the City, in its discretion, deems appropriate.~~

b) Improvement Items 3(a) and 3(b), (c), and (f) above, contemplates and includes without limitation preservation of existing woodlands and the installation of woodland fence, and woodland replacement trees and protective fencing, the installation of street trees, and site Landscaping for the overall Development. Approximately 54 acres of regulated woodlands

will be preserved including the installation of 462 woodland replacement trees (which includes 280, or 4 trees per lot, to be installed on lots by homeowners in accordance with the Master Deed for the Development), 334 street trees, protective fencing, and security for 27 trees over 8" DBH. Improvement Items 3(a), and 3(b), (c), and (f) above, shall be completed in all events on or before June 29, 2009, in increments in accordance with the completion of construction of new homes within the Development. In all events, 25% of the improvement items in Paragraphs 3 (a),(b), (c) and (f) shall be installed prior to the issuance of the 18th certificate of occupancy within the Development. 50% of the improvement items in Paragraphs 3(a), (b), (c) and (f) shall be installed prior to the issuance of the 36th certificate of occupancy within the Development. 75% of the improvement items in Paragraphs 3(a), (b), (c), and (f) shall be installed prior to the issuance of the 53rd certificate of occupancy within the Development. 100% of the of the improvement items in Paragraphs 3(a), (b), (c), and (f) shall be installed prior to the issuance of the final three (3) certificates of occupancy within the Development. Pursuant to the terms of this Paragraph, a partial release of financial guarantee may be made at the time of the issuance of the of each of the 18th, 36th, 53rd and final certificates of occupancy within the Development, subject to the City retaining and appropriate amount to guarantee replacement of any dead, substantially dead, diseased or removed trees, and/or landscaping during the one (1) year period following installation of the trees and/or landscaping. If by June 29, 2011, not more than 36 certificates of occupancy within the development have been installed, City Council may reconsider, in its discretion, the scheduling of the installation of the improvement items set forth in Paragraphs 3(a), (b), (c) and (f) so as to require more immediate installation of the improvement items, in its reasonable discretion to ensure that the homeowners receive the benefit of those improvement items.

b) Improvement Item 3(e), contemplates and includes the installation of all site landscaping, not including street trees and woodland replacement trees. All site landscaping shall be completed on or before June 29, 2009. For one (1) year from the date of completion of the installation of all such landscape plantings installed as part of the Development, Developer shall, under this Agreement, maintain the trees and landscaping that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased or removed trees or landscaping during such one (1) year period.

c) Improvement Item 3(d) above contemplates and includes (1) preservation of wetlands and natural feature setbacks, (2) on-site and the installation of a naturalized buffer associated with the detention ponds; and (3) restoration of temporary impacts to wetland buffers for impacts caused by (1) the installation and maintenance of the temporary secondary access road for the Development, and (2) impacts caused by installation of

Improvement Item 3(g) above, the pathway system. Improvement Item 3(d)(1), above, shall be completed in all events on or before October 1, 2007 at the time, and in accordance with Improvement Item 3(g), above. Improvement Item 3(d)(2) shall be completed at the time the temporary secondary access road for the Development is abandoned and restored. In all events, if the temporary secondary access road is still in place by June 29, 2012, City Council shall revisit this issue to determine whether it is reasonably foreseeable that a permanent access road will be installed, and wetland restoration will take place. If City Council determines that the temporary access road will not be abandoned in the foreseeable future, Developer may apply for an amendment to his wetland permit to maintain a permanent wetland impact in the area of the temporary access road, and may seek release of the appropriate amount of financial guarantee, accordingly.

e)d) Improvement Item 3(e) above contemplates (1) repair of existing base course of paving on Nine Mile Road, (2) the installation of the top course of bituminous paving for Nine Mile Road; and(3) installation of top course of paving along interior roads within the Condominium. Improvement Items 3(e), above shall be completed, prior to the issuance of the 63rd certificate of occupancy for the Development, and in all events, before no later than June 29, 2009.

d) ~~Improvement Item 3(f) above, contemplates and includes the repair of a sidewalk flag at the east end of right of way and the restoration and repair of an asphalt drive, fence and front yard of a neighboring property, located at 50855 Nine Mile Road. Improvement Item 3(f), above, shall be completed in all events on or before October 1, 2007.~~

e) ~~Improvement Item 3(g) above contemplates and includes additional grading and stabilization of on-site storm water detention basins. Improvement Item 3(g), above, shall be completed in all events on or before October 1, 2007.~~

5. City Authority to Complete and/or Maintain.

In the event Developer has failed to complete and/or maintain the improvements itemized in Paragraph 3, above, within the time periods and in the manner specified in this Agreement, and, provided the City has given the Developer 14 days notice of the failure to timely complete and/or maintain and Developer has not completed and/or maintained all of such improvements within said 14 days, the City shall have the authority, but shall not have the legal obligation, to take one or more of the following actions:

(a) The City may draw the funds from the letter of credit or other securities posted and enter upon the Development through its officials, employees, agents, and/or contractors and complete and/or maintain the improvements, or restore the Property or areas disturbed by the Development. In such event, all costs and expenses incurred shall be paid from the proceeds of the funds drawn on the letter of credit or otherwise obtained

from the performance guarantee posted. Any amounts of unused proceeds of the performance guarantee shall be returned to Developer, or otherwise be credited, as the case may be. Developer, and all of Developer's officers, employees, consultants and agents, shall be obligated to act and work in cooperation with the City to bring about completion and/or maintenance of the improvements as contemplated in this Agreement, or restoration, and shall provide the City with all drawings, contracts, documentation, public and private correspondence, agreements and other materials relating to any such improvements, restoration and/or maintenance. Notwithstanding other provisions to the contrary, in the event the City receives a notice of termination from Bank with regard to the letter of credit, or from any other securing party as to performance guarantee posted pursuant to this Agreement, and the improvements and/or maintenance itemized in Paragraph 3, above, have not been completed or fulfilled as required by this Agreement, the City shall be entitled to immediately draw the funds from the letter of credit or other performance guarantee posted, without notice to Developer, and proceed as specified in this paragraph.

(b) The City may issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy, as applicable, and suspend further inspections of any or all aspects of the Development.

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

(d) The City may, in its discretion, in accordance with the provisions of Chapter 26.5, grant Developer additional time beyond the time periods reference in Paragraph 4, in accordance with the provisions of Chapter 26.5 of the City of Novi Code of Ordinances, which provisions may be amended from time to time.

6. Additional Liability

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

such costs and expenses may also be collected by suit initiated against the Developer, and in the event the City is awarded relief in such suit, the Developer shall pay all court costs, expenses and reasonable actual attorney fees incurred by the City in connection with such suit.

7. Rebate or reduction of Performance Guarantee

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

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

8. Binding Effect

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

9. Owner's Warranty on Ownership

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

10. Delay in Enforcement

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

11. Severability

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

12. Lawful Document

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

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

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As used in this Agreement, the term "Developer" shall mean and include the undersigned party designated herein as developer and owner of the Property, as well as all future and successor persons and entities that become owners and developers of all or any portion of the Development property in the future until such time as all phases of the Development have been completed and approved.

15. Headings.

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

16. Effective Date.

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

"DEVELOPER"

PROVINCIAL GLADES, LLC,
a Michigan limited liability company

By: Michael Fellows Its: Managing Member

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledges before me this _____ day of _____,
200_, by _____, as the _____ of
_____.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

"CITY":
CITY OF NOVI
a Michigan municipal corporation

BY: _____

BY: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

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_____, 2007, by _____, Mayor and _____, Clerk of the City of
Novi.

Notary Public
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My Commission Expires: _____

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