

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2019 FEB 15 PM 1:03

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LIBER 52581 PAGE 710  
\$26.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
02/15/2019 01:21:50 P.M. RECEIPT# 16434  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

**OPEN SPACE PRESERVATION EASEMENT**

THIS OPEN SPACE PRESERVATION EASEMENT made this 28<sup>th</sup> day of January, 2019, by and between Raintree Village on the Park, LLC, a Michigan limited liability company, whose address is 50215 Schoenherr, Shelby Township, Michigan 48315, (hereinafter the "Grantor"), and the City of Troy, and its successors or assigns, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 (hereinafter the "Grantee").

**RECITALS**

A. Grantor owns a certain parcel of land situated in the City of Troy, Oakland County, Michigan, as described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a single family residential site condominium on the Property using the One-Family Cluster Option pursuant to Troy's Zoning Ordinance, Chapter 39, Section 10.04 which requires that certain portions of the Property be permanently preserved as open space areas. Grantor desires to grant such an easement in order to preserve the required open space areas.

OP  
1/17

B. The designated open space areas (hereinafter the "Easement Areas") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the Easement Areas.

C. The designated Easement Areas fulfill the following open space benefit consistent with Chapter 39, Section 10.04(D)(4):

a. Significant Natural Features. Preservation of significant natural features contained on the site, as long as it is in the best

OK-AB

interest of the City to preserve the natural features that might be negatively impacted by conventional residential development. The determination of whether the site has significant natural features shall be made by the City Council, after review of a Natural Features Analysis, prepared by the applicant that inventories these features.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following perpetual Open Space Preservation Easement, which shall be binding upon the Grantor, and its respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the Property and their respective heirs, successors, assigns and/or transferees.

1. The purpose of this Open Space Preservation Easement is to preserve the Easement Areas as identified and depicted in the final site plan approved by the City of Troy and as areas that qualify as "open space" in accordance with Chapter 39, Section 10.04(D) of the One-Family Cluster Option. The designated Easement Areas shall be perpetually preserved as open space, and uses of the open space are limited to parks, playgrounds, fields, walking trails, nature areas and other approved uses as permitted in accordance with the One-Family Cluster Option.

2. The following uses and activities are expressly prohibited in the Easement Areas;

- a. dumping or storing any material or refuse,
- b. any activity that may cause risk of soil erosion or threaten any living plant material,
- c. cutting or removing live plant material except for the removal of dying or diseased vegetation,
- d. using motorized off-road vehicles,

3. The dedicated open space shall be perpetually maintained by any party or parties that have an ownership interest in the open space. Initially, the responsible party shall be Grantor and thereafter the responsible party shall be any association of co-owners responsible for the portion of the Property in which the one or more of the Easement Areas are located (each

an "Association"). The Easement Areas shall be maintained and repaired in the condition required by the final approved site plan, including but not limited to maintenance of landscaped areas and amenities, if any, therein. Once the master deed for the condominium project is recorded and the association of co-owners is incorporated to own and operate the condominium project including the dedicated Easement Areas, and it shall also be the association's responsibility to maintain and repair the Easement Areas

4. This Open Space Preservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of this Open Space Preservation Easement.

5. In the event that the Grantor or the successor Association shall at any time fail to carry out the responsibilities specified within this Open Space Preservation Easement and/or fail to preserve and/or maintain the open space areas in reasonable order and condition or such that it becomes a public nuisance, the City may serve written notice upon the responsible Grantor or Association setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period. If the identified deficiencies are not timely cured administratively, the City may issue citations for violation of any City Code. If the deficiency concerns any provision of this Open Space Preservation Easement then, after a reasonable time allowed for curing any deficiencies, a hearing may be held before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the responsible Grantor or Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall have the power and authority but not

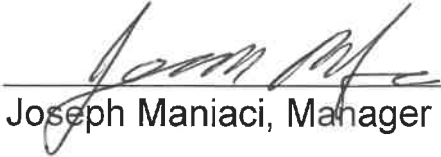
the obligation to enter upon the Property, or cause its agents or contractors to enter upon the Property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the responsible Grantor or Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the units of the condominium within which the Easement Areas are located. In the event one or more of the affected Easement Areas are not located within a condominium, the lien shall be against the portion of the Property in which the Easement Area is located. The City may require the payment of such monies prior to the commencement of work. If Grantor or Association has not paid the billed costs and expenses within 30 days all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, 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 be collected by suit initiated against the responsible Grantor/Association, and, in such event, the responsible Grantor/Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. This Open Space Preservation Easement has been made and given for a consideration of a value less than One Hundred (\$100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MCL 207.526(6)(a); MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a); MSA 7.456(5)(a).

7. This Open Space Preservation Easement shall be recorded with the Oakland County Register of Deeds. Raintree Village on the Park, LLC shall be responsible for recordation of this Agreement including all costs and applicable fees, and when recorded, a copy shall be provided to the attention of the Troy City Clerk.


GRANTOR

Raintree Village on the Park, LLC,  
a Michigan limited liability company

By:   
Joseph Maniaci, Manager

STATE OF Michigan )  
 ) ss.  
COUNTY OF Macomb )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day  
of February, 2019, by Joseph Maniaci, as Manager of Raintree  
Village on the Park, a limited liability company, on its behalf.

  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: Sep 20, 2020

MARIA PETKOVSKI  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Sep 20, 2020  
ACTING IN COUNTY OF Oakland

[SIGNATURES CONTINUE ON NEXT PAGE]



**EXHIBIT A  
OVERALL PARCEL LEGAL DESCRIPTION**

LEGAL DESCRIPTION

OVERALL PARCEL: (AS SURVEYED)  
 SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN DESCRIBED AS:  
 A PARCEL OF LAND BEGINNING AT A POINT DISTANT N00°16'08"E, 658.33 FEET ALONG THE  
 EAST LINE OF SECTION 23 AND S89°16'03"W, 1318.08 FEET (RECORDED AS 1317.82 FEET)  
 ALONG THE NORTH LINE OF "RAINTREE VILLAGE SUB NO. 1 (RECORDED IN LIBER 138, PAGES  
 12-16, OAKLAND COUNTY RECORDS) FROM THE EAST QUARTER CORNER OF SECTION 23,  
 TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN (SAID POINT  
 ALSO BEING THE NORTHWEST CORNER OF LOT 18 OF SAID "RAINTREE VILLAGE SUB NO. 1");  
 THENCE S00°33'27"W, 666.68 FEET TO A POINT ON THE EAST-WEST QUARTER LINE OF  
 SECTION 23; THENCE S88°54'30"W, 1168.50 FEET ALONG SAID EAST-WEST QUARTER LINE TO  
 A POINT ON THE EAST LINE OF "RAINTREE VILLAGE SUB. NO 2" (LIBER 139, PAGE 1-3,  
 OAKLAND COUNTY RECORDS); THENCE N00°31'35"E, 684.16 FEET ALONG SAID EAST LINE;  
 THENCE N89°45'56"E, 1168.50 FEET TO THE POINT OF BEGINNING.

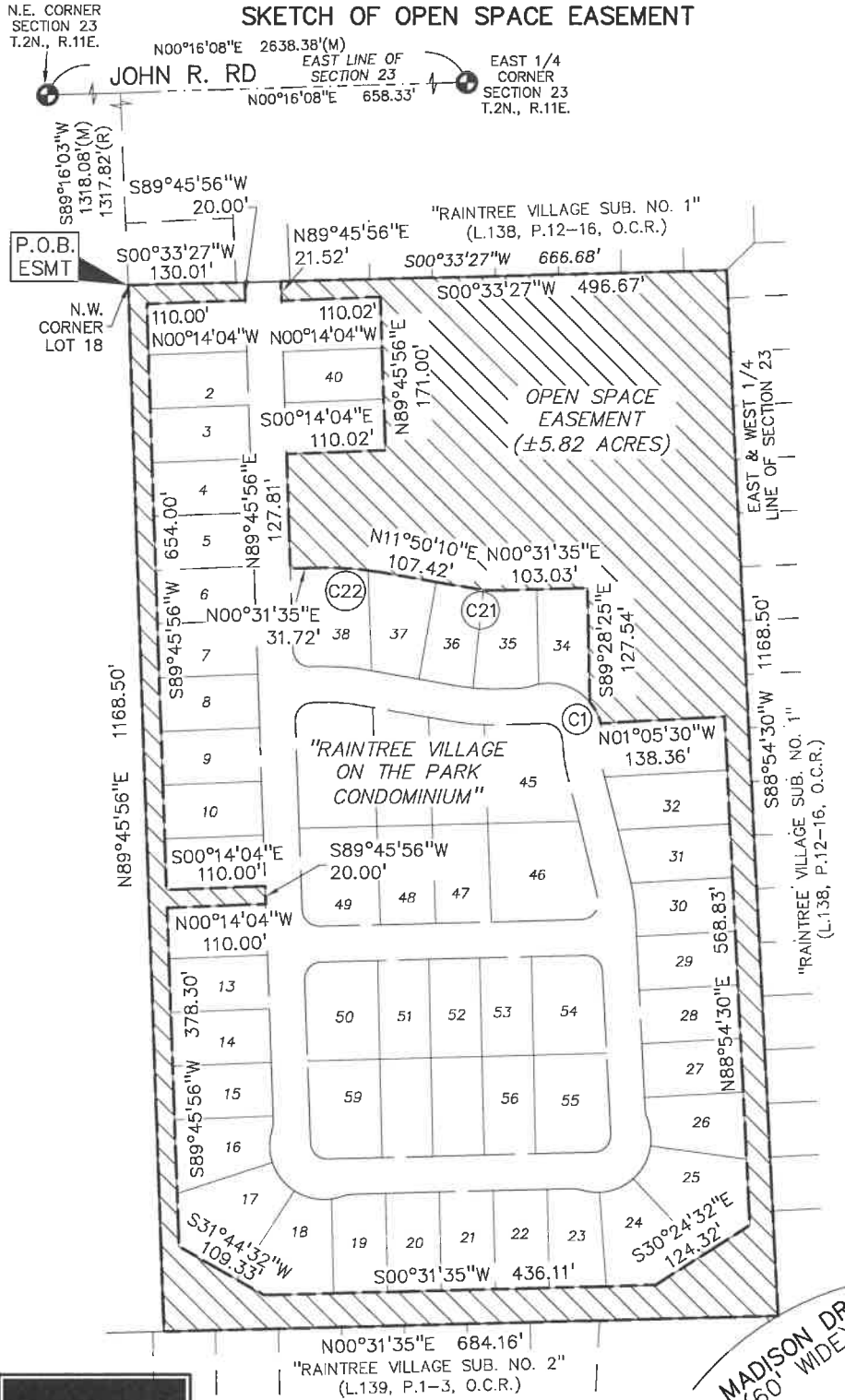
*NKA!*  
*Raintree Village on the Park Condo*  
*OCCP# 2222*  
*20-23-205-000-ent*



**PEA, Inc.**  
 2430 Rochester Ct, Ste 100  
 Troy, MI 48063-1872  
 t: 248.689.9090  
 f: 248.689.1044  
 www.peainc.com

CLIENT: MONDRIAN PROPERTIES 50215 SCHOENHERR SHELBY TOWNSHIP, MI 48315	SCALE: 1"= 150'	JOB No: 2016344
	DATE: 3-19-18	DWG. No: 1 of 1

# EXHIBIT B SKETCH OF OPEN SPACE EASEMENT



CLIENT:  
**MONDRIAN PROPERTIES**  
 50215 SCHOENHERR  
 SHELBY TOWNSHIP, MI 48315

SCALE: 1" = 150'  
 JOB No: 2016344  
 DATE: 3-19-18  
 DWG. No: 1 of 2

**PEA, Inc.**  
 2430 Rochester Ct, Ste 100  
 Troy, MI 48063-1872  
 t: 248.688.9090  
 f: 248.688.1044  
 www.peainc.com



**EXHIBIT B  
SKETCH OF OPEN SPACE EASEMENT**

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	26.73'	60.00'	25°31'40"	N64°39'29"E	26.51'
C2	19.74'	100.00'	11°18'36"	N06°10'53"E	19.71'
C3	71.06'	360.00'	11°18'36"	N06°10'53"E	70.95'

**LEGAL DESCRIPTION – OPEN SPACE EASEMENT**  
(PER PEA, INC)

A variable width open space easement over part of "Raintree Village on the Park Condominium", being part of the Northwest 1/4 of Section 23, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 corner of said Section 23; thence N00°16'08"E, 658.33 feet along the east line of said Section 23; thence S89°16'03"W, 1318.08 feet along the north line of "Raintree Village Sub. No. 1", as recorded in Liber 138, Page 12–16, Oakland County Records to the westerly line of said "Raintree Village Sub No. 1" and the POINT OF BEGINNING; thence along said westerly line, S00°33'27"W, 130.01 feet; thence S89°45'56"W, 20.00 feet; thence N00°14'04"W, 110.00 feet; thence S89°45'56"W, 654.00 feet; thence S00°14'04"E, 110.00 feet; thence S89°45'56"W, 20.00 feet; thence N00°14'04"W, 110.00 feet; thence S89°45'56"W, 378.30 feet; thence S31°44'32"W, 109.33 feet; thence S00°31'35"W, 436.11 feet; thence S30°24'32"E, 124.32 feet; thence N88°54'30"E, 568.83 feet; thence N01°05'30"W, 138.36 feet; thence 26.73 feet along a curve to the left, having a radius of 60.00 feet and a chord that bears N64°39'29"E, 26.51 feet; thence S89°28'25"E, 127.54 feet; thence N00°31'35"E, 103.03 feet; thence 19.74 feet along a curve to the right, having a radius of 100.00 feet and a chord that bears N06°10'53"E, 19.71 feet; thence N11°50'10"E, 107.42 feet; thence 71.06 feet along a curve to the left, having a radius of 360.00 feet and a chord that bears N06°10'53"E, 70.95 feet; thence N00°31'35"E, 31.72 feet; thence N89°45'56"E, 127.81 feet; thence S00°14'04"E, 110.02 feet; thence N89°45'56"E, 171.00 feet; thence N00°14'04"W, 110.02 feet; thence N89°45'56"E, 21.52 feet to the aforementioned westerly line of "Raintree Village Sub No. 1"; thence along said westerly line, S00°33'27"W, 496.67 feet to a point on the east–west quarter line of said Section 23; thence S88°54'30"W, 1168.50 feet along said east–west quarter line to a point on the east line of "Raintree Village Sub. No. 2", as recorded in Liber 139, Page 1–3, Oakland County Records; thence along said east line, N00°31'35"E, 684.16 feet; thence N89°45'56"E, 1168.50 feet to the POINT OF BEGINNING.  
Containing 5.82 acres of land, more or less.

NKA:

GCE

Raintree Village on the Park Condo

OCG # 1111

20-23-205-060



**PEA, Inc.**

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

CLIENT: <b>MONDRIAN PROPERTIES</b> 50215 SCHOENHERR SHELBY TOWNSHIP, MI 48315	SCALE: 1"= 150'	JOB No: 2016344
	DATE: 3–19–18	DWG. No: 2 of 2