

VILLAGE OF FOWLerville

213 South Grand Avenue
Fowlerville, Michigan 48836

STATEMENT OF CONDITIONS FOR CONDITIONAL REZONING AGREEMENT

This Statement of Conditions runs with the land and is binding upon successor owners of the land.

Date: November 27, 2017

Applicant: ORE CREEK DEVELOPMENT CORP.
4121 MARSH TRAIL
MILFORD, MI 48380

Property Address: 555 DAILEY
FOWLerville, MI 48836

Tax ID # 4705-14-103-010

Legal Description of property to be conditionally zoned:

SEC 14 T3N R3E VILLAGE OF FOWLerville UNPLATTED LAND S1/2 OF NE1/4 OF NW1/4 AND COM AT NE COR OF SE1/4 OF NW1/4, TH S 660 FT TO CORR, TH N60*W 1490 FT ALG RR, TH E 1320 FT TO POB EXC BEG SW COR OF LOT 33 ASSESSORS PLAT #3, TH S89*E 294 FT TH S 120 FT, TH N89*W 145 FT, TH N50*W 191.31 FT TO POB ALSO EXC BEG SW COR OF LOT 33, TH E 33.05 FT, TH S 27.87 FT TO POB, TH S50*E 146.95 FT, TH E 10.72 FT, TH S 60 FT, TH W 120 FT, TH N 158.8 FT TO POB ALSO ALL THAT PIECE OF PAR OF LAND SITUATED NORTH OF RR & E OF DAILY ST ON NW 1/4 OF NW 1/4 32 AC M/L

I, RONALD M. KELLY, am the President of ORE CREEK DEVELOPMENT CORP., owner of the property listed above and on behalf of such corporation voluntarily offer and consent to the provisions contained within this Agreement and in the attached OFFER FOR CONDITIONAL REZONING, which is attached hereto and incorporated by reference herein.

Upon the rezoning taking effect, the use of the land so rezoned shall conform thereafter to all of the requirements regulating the use and development within the new R-2, Village Core Residential Zoning District, as modified by any more restrictive provisions contained in the Statement of Conditions.

In the event the property is used in a manner inconsistent with the uses and conditions under this Agreement and the attached "OFFER FOR CONDITIONAL REZONING," and/or the Ordinance and statutory procedures for the conditional rezoning of land are not complied with, the property shall be subject to reversion to the prior R-1, Low Density Residential, Zoning District, as provided in 2006 Public Act 110, being MCL 125.3405, as amended.

Unless extended by the Village Council, as authorized by MCL 125.3405, as amended, the proposed development of the above listed property shall be commenced no later than five (5) years from the date of execution of this Agreement, and the development's streets, sidewalks, storm sewer system, sanitary sewer system, and water system shall be completed and accepted by the Village no later than seven (7) years from the date of execution of this Agreement. If these time lines are not complied with, the property shall be subject to reversion to the prior R-1, Low Density Residential, Zoning District, as provided in 2006 Public Act 110, being MCL 125.3405, as amended.

The Owner expressly agrees to comply with all the requirements of the Village of Fowlerville Ordinances, as amended, including the Village of Fowlerville Zoning Ordinance; the Village of Fowlerville Land Division and Subdivision Control Ordinance, as may be applicable; the Village of Fowlerville Escrow Ordinance, and the Village of Fowlerville Municipal Standards Ordinance and Regulations.

This approved Statement of Conditions Agreement and its attachments shall be filed by the Village with the Livingston County Register of Deeds. This Agreement shall be binding on the heirs and assigns of the parties.

WITNESSES

Jamie Hartman
JAMIE HARTMAN

Nadia Freeman
NADIA FREEMAN

VILLAGE OF FOWLERVILLE

By: Carol K Hill
Carol K. Hill, President

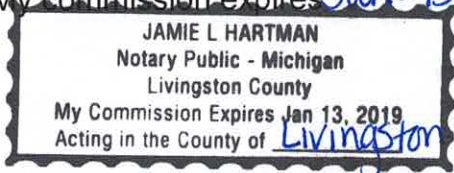
By: Kathryn M Arledge
Kathryn M. Arledge, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)



The foregoing instrument was signed before me this 5 day of February, 2018, by Carol K. Hill and Kathryn M. Arledge, Village of Fowlerville President and Clerk respectively.

My commission expires Jan. 13, 2019



Jamie L. Hartman
Notary Public
County, Michigan
Acting in the County of Livingston

WITNESSES

[Signature]

[Signature]

ORE CREEK DEVELOPMENT CORP.

By: Ronald M Kelly
Ronald M. Kelly, as President of Ore Creek Development Corp.

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was signed before me this 22nd day of January, 2018, by Ronald M. Kelly, President of Ore Creek Development Corp., a Michigan corporation, on behalf of such corporation.

My commission expires

July 31, 2018

ARDYCE K. CHAMBERS
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Jul 31, 2018
ING IN COUNTY OF Livingston

Ardyce K. Chambers
Notary Public
Ingham County, Michigan
Acting in the County of Livingston

Instrument Drafted by:

David G. Stoker, Esq.
Cohl, Stoker, Toskey & McGlinchey, P.C.
601 North Capitol Avenue
Lansing, MI 48933

When recorded return to:

Village of Fowlerville
213 South Grand Avenue
Fowlerville, MI 48836-0677

OFFER FOR CONDITIONAL REZONING

Ore Creek Development, Corp., a Michigan Corporation, whose address is 4121 Marsh Trail, Milford, MI 48380 (Developer”), makes the following offer for conditional rezoning to Village of Fowlerville (“Village”) regarding the property described on the attached legal description (“Property”).

RECITALS

- A. This offer for conditional rezoning is proposed by Developer voluntarily because Developer desires to develop Solitude Meadows III (“Solitude”) in the manner similar to “The Solitude Meadow III Preliminary Site Plan,” dated September 23, 2009 (“Site Plan”).
- B. The Property is a 30.7 acre, mostly undeveloped area consisting of one home, farm land and a wood lot that is currently zoned R1, bordering other residential developments to the west and north that have not been similarly constrained.
 - i. Solitude Meadows to the north is zoned R1, with a minimum lot size of 9600 square feet;
 - ii Fowlerville Asser’s Plat Number 3 is to the west. It is zoned R2 and, with has minimum lot sizes of 8,908 sq. ft.
 - iii. Vacant residential zoned property to the east is in Handy Township and is zoned RB and with a minimum lot size allowed of 12,000.
 - iv. The property to the south is a railroad grade which separates the Property from industrial zoning.
- C. Section 4g of MCL 125.581 to 125.600, provides that “An owner of land may voluntarily offer in writing, and the city or village may approve, certain use and development of the land as condition to a rezoning of the land or an amendment to a zoning map.” Ordinance No. 346, § 505, (6-19-2000) of the Village Zoning Ordinance permits the village council to amend, supplement, or change zoning districts pursuant to the authority of the Michigan Zoning & Enabling Act.
- D. Developer therefore requests that the Property be rezoned to R2 as set forth in the Site Plan with an average lot size of 10,469 square feet and minimum lot size of 8,722 square feet. This rezoning shall make the lots larger than most of the adjacent lots and consistent with the Village’s desire to maintain the natural features.
- E. This request for rezoning is coupled with an offer that the R2 zoning be contingent on Developer fulfilling the conditions stated herein.

- F. Developer prefers to proceed on a conditional rezoning basis because it offers greater flexibility and protection of trees and natural features by Developer, and more input and control to the Village, while fulfilling the intent and purposes of the Village's Zoning Ordinance.
- G. The conditions are enforceable, compatible with adjacent land uses, reasonably related to rezoning, beneficial to the public, and proportionate to the impact of rezoning.

OFFER FOR CONDITIONS TO AN R2 REZONING

1. **Open Space.** Solitude shall utilize at least 6 acres as open space.
2. **Lot Size.** The R2 minimum lot size will be 8,722 square feet and the minimum lot width will be 71 feet for seven lots along the west side of East Street and all other lots will have a minimum lot width of 72 feet. (note: the lot width is measured at the front yard set back) Solitude will have an average lot width equal to or greater than 72 feet.
3. **Number of lots.** The maximum number of lots in Solitude will be 76 plus one outlot for the existing home.
4. **Setbacks.** The building setbacks will be 35 feet for the front, 10 feet sides, and 15 feet rear.
5. **Minimum floor area.** Each dwelling unit shall contain a minimum of 960 square feet of living area. Dwelling units of more than one story may have a minimum of 720 square feet of living area on the ground floor. (This will match homes built in Solitude Meadows)
6. **Single family use.** Each lot shall be used for single family use only.
7. **Garages.** Each lot will have a minimum of a two car garage.
8. **Driveways.** Each lot will have a paved driveway.
9. **Roads.** All roads shall be constructed with curbs and gutters per Village standards with road right-of-way being 66 feet wide. After the road construction is approved by Village engineer they will be accepted by the Village as public roads.
10. **Sanitary Sewer and Water.** Developer shall purchase from the Village the number of REUs necessary for every lot to be provided with public sanitary sewer and water. Each REU will be paid at the time a land use permit is requested to construct a home.

11. **Storm Sewer.** Storm Water detention in Solitude will be set up in a drainage district so as to eliminate the Village's responsibility for it.
12. **Dailey Street.** No lots in Solitude will front Dailey Street.
13. **Dailey Street Improvement.** As the Developer transfers title of each lot a fee of \$250 will be paid to the Village for the purpose of participation in Dailey Street improvements.
14. **Future Expansion to Handy Township to the East.** Before development to the east can occur from the extension on any of the roads in Solitude the Developer will attempt to seek annexation of township property into the Village.
15. **Acceptance and Zoning Agreement.** Upon Developer's request, and after proper notice and hearing, Village shall vote on whether to accept Developer's offer. If the offer is accepted, Developer and Village shall enter into a **Zoning Agreement** based on the terms and conditions of the submitted and accepted offer.
16. **Injunctive Relief.** In the event Developer or a successive lot owner violates the terms of the Zoning Agreement, Village, at its election, may seek immediate injunctive relief in the Livingston County Circuit Court.
17. **Binding.** The zoning Agreement shall be binding on future owners of the Property and any of Developer's successors, assigns, transferees, or creditors, and shall run with the land.
18. **No Inconsistent Use.** The Property subject to a Zoning Agreement shall not be developed or used in a manner that is inconsistent with the conditional rezoning plan and Zoning Agreement.
19. **No Waiver.** Other than as specified herein, the Zoning Agreement shall not waive other applicable provisions of the Zoning Ordinance.
20. **Recording.** Developer shall record the Zoning Agreement with the Livingston County Register of Deeds.

Dated: 11/27/2017

Ore Creek Development, Corp.

/s/ Ronald M Kelly

By: RONALD M. KELLY

Its: PRESIDENT