



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: September 1, 2022



To: Mayor and Members of the Troy City Council

From: Lori Grigg Bluhm, City Attorney  
Julie Quinlan Dufrane, Assistant City Attorney

Subject: First Amendment to Agreement for Parking Lot Maintenance - Meadows of Troy

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City Council previously approved a 31-unit cluster development proposed by Robertson Brothers for property located east of John R and north of Square Lake Road, which is zoned R-1D, one family residential. Under the City's Zoning Ordinance and as a condition of final site plan approval, a developer who chooses to use the Cluster Option must set aside dedicated open space through an irrevocable conveyance. (Troy Zoning Ordinance 10.04.D.7).

As part of the approval process, City Council also conditioned approval of the project on the submission of a parking lot maintenance agreement with the City. The parking lot maintenance agreement requires a 13-space gravel lot to provide parking for visitors who desire to use the open space, trail head, and nature trails located within the Meadows of Troy and the adjacent property. City Council approved the Agreement for Parking Lot Maintenance at its September 13, 2021 meeting, and it was subsequently recorded with the Oakland County Register of Deeds.

Since that time, the dimensions and legal description of the ingress/egress easement over the parking lot need to be slightly modified, as well as the access drive from Square Lake Road to the parking lot. Following this, the Developer has requested an amendment to the Parking Lot Maintenance Agreement to incorporate these revisions. The attached proposed First Amendment to Agreement for Parking Lot Maintenance substitutes new exhibits to replace the original exhibits. All other provisions of the original Agreement for Parking Lot Maintenance, which is attached, remain intact.

The Developer has approved this proposed First Amendment for Parking Lot Maintenance, and City Administration has no objections. If the City Council also approves this document, then Developer is required to record it with the Oakland County Register of Deeds.

Please let us know if you have any questions or concerns.

## **FIRST AMENDMENT TO AGREEMENT FOR PARKING LOT MAINTENANCE**

THIS "Amendment" is made this \_\_\_\_ day of September, 2022, by and between ROBERTSON MEADOWS, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301-3187, (hereinafter referred to as "Developer") and CITY OF TROY, a Michigan municipal corporation, whose address is 500 W Big Beaver Rd, Troy, MI 48084, (hereinafter referred to as "City").

### **RECITATIONS:**

- A. Developer is developing a single-family residential condominium project in the City to be known as the Meadows of Troy (the "Condominium Project") and in connection with developing the Condominium Project an Agreement for Parking Lot Maintenance was recorded in Liber 57669 at Page 20, Oakland County Records ("Original Agreement") for which a parking lot and access road are described (collectively, "Parking Lot").
- B. Developer and the City desire to amend the legal description for the Parking Lot and access road and to confirm the grant of the easement over the Parking Lot and access road.

NOW, THEREFORE, Developer hereby declares that the Condominium Project shall be owned, occupied and conveyed subject to the covenants and restrictions which are set forth below, and the easement granted herein, all of which shall run with the land and bind the Condominium Project and all parties that hereafter have any right, title or interest in and to the Condominium Project, or any portion thereof.

1. Exhibits A and B attached to the Original Agreement are replaced with Exhibits A and B attached to this Amendment.

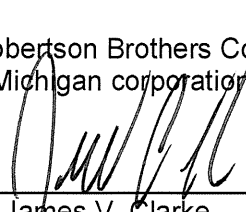
2. Developer hereby reserves and grants for the benefit of the general public the right to use the portion of the street in the Condominium Project and the parking lot located within the area described in Exhibit A and depicted in Exhibit B hereto for the purpose of ingress and egress to and from the parking lot located on the property described in Exhibit A, and the public right-of-way on E. Square Lake Road, for the purpose of gaining access to the trail located on adjacent property.

In all respects, other than as set forth above, the Original Agreement, recorded as aforesaid, is hereby ratified, conformed and re-declared.

IN WITNESS WHEREOF, Developer and the City have executed this First Amendment to Agreement as at the day and year first above set forth.

ROBERTSON MEADOWS, LLC,  
a Michigan limited liability company

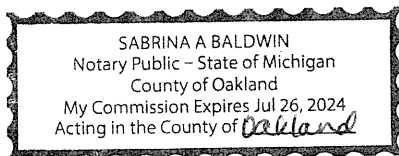
By: Robertson Brothers Co.,  
a Michigan corporation, Manager

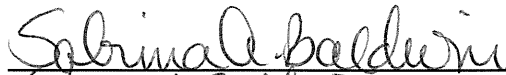
By:   
James V. Clarke

Its: President

STATE OF MICHIGAN    )  
                                  ) ss.  
COUNTY OF OAKLAND )

On this 10<sup>th</sup> day of June, 2022, before me, personally appeared James V. Clarke, President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Meadows, LLC, a Michigan limited liability company, on behalf of the corporation and company.



  
Sabrina A. Baldwin, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: July 26, 2024

CITY OF TROY, Michigan municipality

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Ethan Baker  
Its: Mayor

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF OAKLAND    )

The foregoing First Amendment to Agreement for Parking Lot Maintenance was acknowledged before me this \_\_\_\_ day of September, 2022, by Ethan Baker on behalf of the City of Troy, a Michigan municipality.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in Oakland County  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
M. Aileen Dickson  
Its: City Clerk

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF OAKLAND    )

The foregoing First Amendment to Agreement for Parking Lot Maintenance was acknowledged before me this \_\_\_\_ day of September, 2022, by Aileen Dickson on behalf of the City of Troy, a Michigan municipality.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in Oakland County  
My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:

C. Kim Shierk  
WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.  
380 North Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009

EXHIBIT A TO  
FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE

(SEE ATTACHED)

## LEGAL DESCRIPTIONS

### LEGAL DESCRIPTION (BY PEA GROUP)

#### PARCEL A

PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S88°30'57"E ALONG THE SOUTH LINE OF SAID SECTION 1, 1310.47 FEET AND N01°14'37"W 60.07 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E. SQUARE LAKE ROAD (120' WIDE); THENCE CONTINUING N01°14'37"W, 625.45 FEET ALONG THE EAST LINE OF CHESAPEAKE GROVE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1827, AS RECORDED IN LIBER 40338, PAGE 751, OAKLAND COUNTY RECORDS AND SQUARE LAKE PLACE SUBDIVISION, AS RECORDED IN LIBER 189 OF PLATS, ON PAGES 20 AND 21, OAKLAND COUNTY RECORDS; THENCE S89°59'21"E, 857.91 FEET; THENCE S00°07'29"W, 646.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID E. SQUARE LAKE ROAD; THENCE ALONG SAID NORTH LINE, N88°30'57"W, 843.21 FEET TO THE POINT OF BEGINNING.  
CONTAINING: 12.42 ACRES MORE OR LESS

### LEGAL DESCRIPTION (BY PEA GROUP)

#### VARIABLE WIDTH INGRESS-EGRESS EASEMENT

A variable width ingress-egress easement over part of the Southwest 1/4 of Section 1, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the southwest corner of said Section 1; thence along the south line of said section, S88°30'57"E, 1310.47 feet; thence N01°14'37"W, 60.07 feet to the north line of E. Square Lake Road (120 feet wide); thence along said north line, S88°30'57"E, 673.16 feet to the POINT OF BEGINNING;  
thence N00°07'29"E, 385.90 feet;  
thence 124.05 feet along an arc of a curve to the left, having a radius of 102.91 feet and a chord that bears N35°04'00"W, 116.67 feet;  
thence N46°20'37"W, 12.00 feet;  
thence N43°39'23"E, 55.27 feet;  
thence S46°20'37"E, 20.00 feet;  
thence S05°29'32"W, 30.57 feet;  
thence S42°12'57"E, 65.00 feet;  
thence S89°58'18"E, 151.45 feet;  
thence S00°07'29"W, 43.00 feet;  
thence N89°58'18"W, 113.94 feet;  
thence S45°01'42"W, 21.33 feet;  
thence S00°07'29"W, 380.24 feet to the aforementioned north line of E. Square Lake Road;  
thence along said north line, N88°30'57"W, 40.01 feet to the POINT OF BEGINNING.  
Containing 0.61 acres of land, more or less.

ROBERTSON BROTHERS CO.  
6905 TELEGRAPH RD, SUITE 200  
BLOOMFIELD HILLS, MI 48301

0 75 150  
SCALE: 1" = 150'

SHEET 2 OF 2  
JANUARY 24, 2022  
2018-169

**PEA**  
GROUP

t: 844.813.2949  
www.peagroup.com

EXHIBIT B TO  
FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE  
DEPICTION OF PARKING LOT AND ACCESS EASEMENT  
(SEE ATTACHED)



EAST LINE CHESAPEAKE  
GROVE CONDO

"CHESAPEAKE GROVE CONDO"  
OCCP NO. 1827 (L.40338, P.751)

589°59'21"E 857.91'

INGRESS-  
EGRESS  
EASEMENT

S88°30'57"E  
1310.47'

P.O.B.  
"A"

NORTH LINE E.  
SQUARE LAKE

S88°30'57"E 673.16'

P.O.  
ESM

SW. CORNER  
SECTION 1  
T.2N., R.11E.

E. SQUARE LAKE RD.  
(120' R.O.W. - PUBLIC)

SOUTH LINE SECTION 1

S. 1/4 CORNER  
SECTION 1  
T.2N., R.11E.

N88°30'57"W 2646.69'(M-TOTAL)

0 75 150  
SCALE: 1" = 150'

PEA  
GROUP

(: 844.813.2949  
www.peagroup.com

**AGREEMENT FOR PARKING LOT MAINTENANCE**

THIS "Agreement" is made this 13<sup>th</sup> day of September 2021, by and between ROBERTSON MEADOWS, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301-3187, (hereinafter referred to as "Developer") and CITY OF TROY, a Michigan municipal corporation, whose address is 500 W Big Beaver Rd, Troy, MI 48084, (hereinafter referred to as "City").

**RECITATIONS:**

- A. Developer is developing a single-family residential condominium project in the City to be known as the Meadows of Troy (the "Condominium Project").
- B. Proposed to be located within the Condominium Project is a 13 space gravel parking lot and access road described in Exhibit A attached and depicted in Exhibit B ("Parking Lot"), which Parking Lot access road (collectively referred to hereafter as "Parking Lot") is to provide access to a trail head and nature trails proposed to be located on adjacent land, and this Agreement provides for the maintenance of the Parking Lot.

NOW, THEREFORE,\*Developer hereby declares that the Condominium Project shall be owned, occupied and conveyed subject to the covenants and restrictions which are set forth below, all of which shall run with the land and bind the Condominium Project and all parties that hereafter have any right, title or interest in and to the Condominium Project, or any portion thereof.

The association formed to administer the affairs of the Condominium Project (the "Condominium Association") shall be responsible for maintenance, repair and replacement of the Parking Lot. The surface of the portion of the Parking Lot used for the parking of vehicles will be gravel and hard dirt surface..

In the event that the Association fails to preserve and/or maintain the Parking Lot in reasonable order and condition, the City may serve written notice upon the Association setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, not to exceed 21 days, and the date, time and place for a hearing before the City's Manager or his or her designee for the purpose of allowing the Association an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligations which have not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City Manager in his or her reasonable discretion, \*in consideration of the sum of \$10.00,

the City shall thereupon have the power and authority, but not the obligation, to enter upon the Condominium Project, or cause its agents or contractors to enter the Condominium Project and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary. The cost and expense of making and financing such maintenance and/or repair, 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 Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the units of the condominium. The City may require the payment of such monies prior to the commencement of work. If the 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 Condominium Association, and, in such event, the Condominium Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City, and Robertson Meadows, LLC and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by e-mail to a party as follows:

To City: Planning Director  
City of Troy  
500 W. Big Beaver Road  
Troy, Michigan 48084  
Tel: (248) 524-3364  
Email: SavidantB@troymi.gov

With a Copy to: City Attorney  
City of Troy  
500 W. Big Beaver Road  
Troy, Michigan 48084  
Tel: (248) 524-3320  
Email: bluhmlg@troymi.gov

To Robertson Meadows, LLC: Robertson Meadows, LLS  
6905 Telegraph Road, Suite 200  
Bloomfield Hills, Michigan 48301-3187  
Telephone: (248) 644-3000  
Email: jclarke@robertsonhomes.com

With a copy to: C. Kim Shierk  
Williams Williams Rattner & Plunket, PC  
380 North Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009  
Telephone (248) 642-0333  
Email: cks@wwrplaw.com

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described to the terms and conditions of this Agreement. This Agreement may not be amended or its terms varied except in writing and signed by the required parties.

This Agreement shall be recorded with the Oakland County Register of Deeds at the expense of Robertson Meadows, LLC. Robertson Meadows, LLC shall provide the Troy City Clerk with a certified copy of the Agreement as recorded, showing the date of recording, liber and page numbers.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This Agreement shall run with the land and be binding upon all owners, their agents, successors, assigns and transferees.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Developer and the City have executed this Agreement as at the day and year first above set forth.

ROBERTSON MEADOWS, LLC,  
a Michigan limited liability company

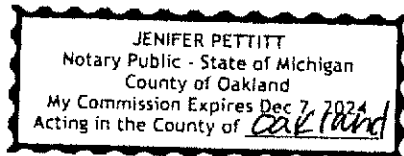
By: Robertson Brothers Co.,  
a Michigan corporation, Manager


By:   
James V. Clarke

Its: President

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

On this 13<sup>th</sup> day of September, 2021, before me, personally appeared James V. Clarke, President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Meadows, LLC, a Michigan limited liability company, on behalf of the corporation and company.



  
Jenifer Pettitt, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: 12-07-2024

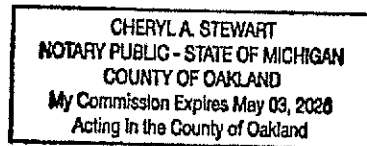
CITY OF TROY, Michigan municipality

Cheryl A. Stewart  
 Witness Cheryl A. Stewart

By: Ethan Baker  
 Ethan Baker  
 Its: Mayor

STATE OF MICHIGAN )  
 ) SS.  
 COUNTY OF OAKLAND )

The foregoing Agreement for Parking Lot Maintenance was acknowledged before me this 13<sup>th</sup> day of September, 2021, by Ethan Baker\* on behalf of the City of Troy, a Michigan municipality.  
 \*as Mayor



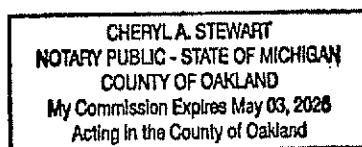
Cheryl A. Stewart  
Cheryl A. Stewart, Notary Public  
Oakland County, Michigan  
 Acting in Oakland County  
 My Commission Expires: May 3, 2026

Cheryl A. Stewart  
 Witness Cheryl A. Stewart

By: M. Aileen Dickson  
 M. Aileen Dickson  
 Its: Clerk

STATE OF MICHIGAN )  
 ) SS.  
 COUNTY OF OAKLAND )

The foregoing Agreement for Parking Lot Maintenance was acknowledged before me this 13<sup>th</sup> day of September, 2021, by Aileen Dickson\* on behalf of the City of Troy, a Michigan municipality.  
 \*as Clerk



Cheryl A. Stewart  
Cheryl A. Stewart, Notary Public  
Oakland County, Michigan  
 Acting in Oakland County  
 My Commission Expires: May 3, 2026

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:

C. Kim Shierk  
WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.  
380 North Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009

County Transfer Tax: Exempt pursuant to MCL 207.505(a)  
State Transfer Tax: Exempt pursuant to MCL 207.526(a)

EXHIBIT A TO  
AGREEMENT FOR MAINTENANCE

(SEE ATTACHED)



## LEGAL DESCRIPTIONS

LEGAL DESCRIPTION  
(BY PEA GROUP)PARCEL A

PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S88°30'57"E ALONG THE SOUTH LINE OF SAID SECTION 1, 1310.47 FEET AND N01°14'37"W 60.07 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E. SQUARE LAKE ROAD (120' WIDE); THENCE CONTINUING N01°14'37"W, 625.45 FEET ALONG THE EAST LINE OF CHESAPEAKE GROVE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1827, AS RECORDED IN LIBER 40338, PAGE 751, OAKLAND COUNTY RECORDS AND SQUARE LAKE PLACE SUBDIVISION, AS RECORDED IN LIBER 189 OF PLATS, ON PAGES 20 AND 21, OAKLAND COUNTY RECORDS; THENCE S89°59'21"E, 857.91 FEET; THENCE S00°07'29"W, 646.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID E. SQUARE LAKE ROAD; THENCE ALONG SAID NORTH LINE, N88°30'57"W, 843.21 FEET TO THE POINT OF BEGINNING.

CONTAINING: 12.42 ACRES MORE OR LESS

LEGAL DESCRIPTION  
(BY PEA GROUP)VARIABLE WIDTH INGRESS-EGRESS EASEMENT

A variable width ingress-egress easement over part of the Southwest 1/4 of Section 1, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the southwest corner of said Section 1; thence along the south line of said section, S88°30'57"E, 1310.47 feet; thence N01°14'37"W, 60.07 feet to the north line of E. Square Lake Road (120 feet wide); thence along said north line, S88°30'57"E, 678.16 feet to the POINT OF BEGINNING;

thence N00°07'29"E, 385.95 feet;

thence 129.38 feet along an arc of a curve to the left, having a radius of 95.36 feet and a chord that bears N37°00'06"W, 119.69 feet;

thence N46°20'37"W, 12.00 feet;

thence N43°39'23"E, 55.27 feet;

thence S46°20'37"E, 20.00 feet;

thence S05°29'32"W, 30.57 feet;

thence S42°12'57"E, 65.00 feet;

thence S89°58'18"E, 151.45 feet;

thence S00°07'29"W, 43.00 feet;

thence N89°58'18"W, 121.01 feet;

thence S45°01'42"W, 18.40 feet;

thence S00°07'29"W, 382.19 feet to the aforementioned north line of E. Square Lake Road;

thence along said north line, N88°30'57"W, 30.01 feet to the POINT OF BEGINNING.

Containing 0.50 acres of land, more or less.

TIN: 20-01-300-020

ROBERTSON BROTHERS CO.  
6905 TELEGRAPH RD, SUITE 200  
BLOOMFIELD HILLS, MI 48301

0 75 150  
SCALE: 1" = 150'

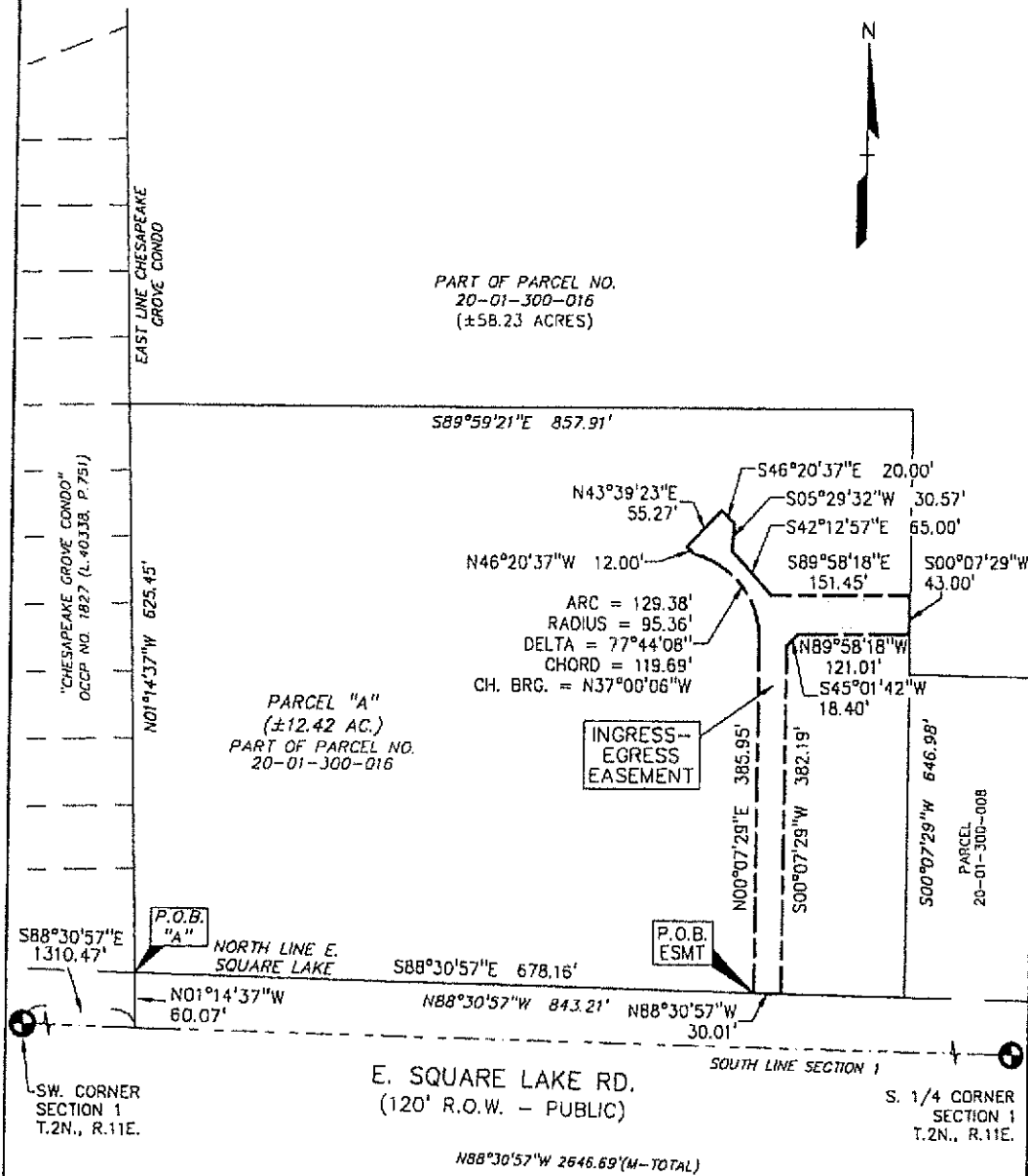
SHEET 2 OF 2  
SEPT. 2, 2021  
2018-169

PEA  
GROUP

t: 844.613.2949  
www.peagroup.com

EXHIBIT B TO  
AGREEMENT FOR MAINTENANCE  
DEPICTION OF PARKING LOT AND ACCESS EASEMENT  
(SEE ATTACHED)

## SKETCH OF INGRESS-EGRESS EASEMENT



TIN: 20-01-300-020

ROBERTSON BROTHERS CO.  
6905 TELEGRAPH RD, SUITE 200  
BLOOMFIELD HILLS, MI 48301

0 75 150  
SCALE: 1" = 150'

SHEET 1 OF 2  
SEPT. 2, 2021  
2018-169

**PEA**  
GROUP

1: 844.813.2949  
www.peagroup.com



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY OF TROY OAKLAND COUNTY, MICHIGAN RESOLUTION

At a Regular meeting of the Troy City Council held on Monday, September 13, 2021, the following Resolution was passed:

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### **I-6    Open Space Preservation Easement for Meadows of Troy *(Introduced by: Lori Grigg Bluhm, City Attorney)***

Resolution #2021-09-135

Moved by Baker

Seconded by Hamilton

WHEREAS, Troy City Council granted approval for the Meadows of Troy cluster development, which is nearing completion of final engineering site plan review; and,

WHEREAS, As part of a City Council approved cluster development, the Troy Zoning Ordinance requires a developer to execute a recordable document permanently preserving the dedicated open space, and this document must be acceptable to the Troy City Council; and,

WHEREAS, The attached Open Space Declaration of Easement, Covenant, and Restrictions has been negotiated with the Developer, and if approved by City Council, would be recorded at the Oakland County Register of Deeds, and would require Developer and/or his successors to permanently maintain the dedicated open space set aside as part of the approved cluster development; and,

WHEREAS, As another condition of approval for the Meadows of Troy cluster development, City Council required the developer to submit a parking lot maintenance agreement for the 13-space gravel parking lot associated with the development; and,

WHEREAS, The attached Agreement for Parking Lot Maintenance has been negotiated with the Developer, and if approved by City Council, would be recorded at the Oakland County Register of Deeds. This document requires Developer and/or his successors to maintain the 13- space gravel parking lot located within the development known as Meadows of Troy;

NOW THEREFORE, BE IT RESOLVED, That City Council hereby **APPROVES** the Open Space Declaration of Easement, Covenant, and Restrictions for the cluster development known as Meadows of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

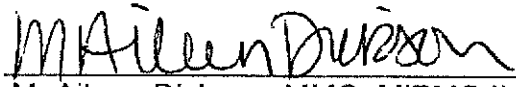
BE IT FURTHER RESOLVED, That City Council hereby **APPROVES** the Agreement for Parking Lot Maintenance for the cluster development known as Meadows of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That the Mayor and City Clerk are **AUTHORIZED** to execute these documents on behalf of the City of Troy.

Yes: All-7  
No: None

**MOTION CARRIED**

I, M. Aileen Dickson, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Thirteenth day of September, 2021.

  
\_\_\_\_\_  
M. Aileen Dickson, MMC, MiPMC II  
City Clerk