



February 25, 2020

Council Meeting of March 3, 2020

Subject: Special Assessment – 1256 E. Ellis Road

The Honorable Mayor
and
Members of the City Council

Ladies and Gentlemen:

At the January Work Session, City Council authorized entering into a purchase agreement to acquire 1256 E. Ellis Road for the purpose of developing a cemetery.

A condition of the purchase agreement addressed the special assessment on the property with the potential of the City Council waiving the assessment. Following research by the City Attorney, it has been determined that City Council may waive the assessment.

A resolution has been prepared for City Council’s consideration which will satisfy and waive the special assessment on the parcel located at 1256 E. Ellis Road if the City completes the purchase of the property.

Respectfully submitted,

Mark C. Meyers
City Administrator

GAB/SR

Resolution to Satisfy and Waive 1256 East Ellis Road Special Assessment

WHEREAS, the City of Norton Shores and Horizon Outlet Centers Limited Partnership, a Delaware Limited Partnership ("owner") on March 7, 1995 entered into a special assessment agreement concerning recovery of the costs extending utility infrastructure and road improvements from existing utilities located in and associated with E. Ellis Road right of way, Exhibit A, and

WHEREAS, on April 25, 1995, Mayor Crandall and Clerk Harjer of the City of Norton Shores signed a resolution to execute a special assessment agreement to apportion the costs associated with the installation of water and sewer lines within the right-of-way known as Ellis Road, east of Grand Haven Road, City of Norton Shores, County of Muskegon when adjoining properties develop commercially or industrially attached as Exhibit B, and

WHEREAS, the parcel located at 1256 East Ellis Road legally described in Exhibit C attached, and fully incorporated hereto, is within the area included in the special assessment resolution of April 25, 1995, and received a notice of special assessment attached as Exhibit D, and

WHEREAS, the City and Horizon Glen Outlet Centers Limited Partnership, a Delaware Limited Partnership located at 1050 W. Western Avenue, Muskegon, MI entered into Special Assessment Agreement dated August 30, 1995, Exhibit E, and

WHEREAS, Exhibit E provides in Section VI that subsequent owners of the parcels lying adjacent to the road right-of-way shall pay an assessment for non-residential development, and

WHEREAS, the City currently intends to acquire the fee interest in the parcel located at 1256 East Ellis Road to provide additional cemetery lots for residents of the City of Norton Shores, and

WHEREAS, the proposed use of 1256 E. Ellis Road is neither commercial nor industrial in nature and that therefore no special use permit is needed, and therefore no assessment is due, and

WHEREAS, the Horizon/Glen Outlet Centers Limited Partnership, a Delaware Limited Partnership appears to no longer exist in that name,

NOW THEREFORE, **be it resolved**, that the City of Norton Shores City Council resolves and ordains that the special assessment for 1256 East Ellis Road does not apply because the property is not being developed commercially or industrially and is therefore deemed satisfied and is of no further force of effect.

At a regular meeting of the City Council of the City of Norton Shores, held at the Norton Shores Branch Library, 705 Seminole Road, on the _____ day of _____, 2020, the foregoing resolution was moved for adoption by Councilmember _____. The motion was supported by Councilmember _____.

Resolution declared adopted.

Mayor Gary Nelund

Shelly Stibitz, Clerk

Lakeshore Marketplace



LIBER 1825 PAGE 104

STATE OF MICHIGAN
COUNTY OF MUSKEGON
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1995 APR -6 PM 4:21

ASSESSMENT AGREEMENT

Collin Carter
REGISTER OF DEEDS

Agreement made this 7th day of MARCH, 1995, between the City of Norton Shores ("City"), whose address is 4814 Henry Street, Muskegon, Michigan 49441, and Horizon Outlet Centers Limited Partnership, a Delaware limited partnership ("Owner"), whose address is 1050 W. Western Avenue, Muskegon, Michigan.

Recitals. WHEREAS owner owns the premises located at the Northwest Corner of the intersection of Sternberg and Harvey, Norton Shores, Michigan legally described as follows:

The Northeast Quarter of Section 21, Town 9 North, Range 16 West, City of Norton Shores, Muskegon County, Michigan described as follows:

Commence at the Northeast corner of said Section 21; thence North 87 degrees 58 minutes 59 seconds West along the North line of said section, a distance of 50.00 feet for the point of beginning; thence South 1 degree 50 minutes 1 second West, parallel with the East line of said Section, a distance of 2536.34 feet; thence North 88 degrees 11 minutes 19 seconds West, parallel with the South line of the Northeast quarter of said Section, a distance of 486.75 feet; thence North 43 degrees 11 minutes 19 seconds West, along the Northeasterly right-of-way line of the U.S. Highway 31 on-ramp, a distance of 98.99 feet; thence North 1 degree 48 minutes 48 seconds East, along the Northeasterly right-of-way line of the U.S. Highway 31 on-ramp, a distance of 250.00 feet; thence North 26 degrees 45 minutes 38 seconds West, along the Northeasterly right-of-way line of the U.S. Highway 31 on-ramp, a distance of 282.77 feet; thence North 38 degrees 13 minutes 20 seconds West, along the Northeasterly right-of-way line of U.S. Highway 31 on-ramp, a distance of 812.07 feet; thence North 26 degrees 37 minutes 20 seconds West, along the Northeasterly right-of-way line of U.S. Highway 31 on-ramp. A distance of 273.67 feet; thence North 13 degrees 25 minutes 20 seconds West, along the Northeasterly right-of-way line of the U.S. Highway 31 on-ramp, a distance of 273.67

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NORTON SHORES

MAY 02 1995

feet; thence North 1 degree 54 minutes 33 seconds West, along the Easterly right-of-way line of U.S. Highway 31 on-ramp, a distance of 848.78 feet; thence South 87 degrees 58 minutes 59 seconds East, along the North line of said Section, a Distance of 1472.62 feet to the Point of Beginning. Said Parcel contains 54.65 acres more or less.

WHEREAS owner desires to utilize the City's utility infrastructure and roadway improvements located at and within Harvey and Sternberg Roads although Owner's property was not a part of any Special Assessment District which paid for any of the improvements and,

WHEREAS, the City is willing to allow the Owner to connect to the existing infrastructure if the Owner pays an appropriate fee.

The parties therefore agree as follows:

1. City hereby consents to Owner connecting to the existing utility infrastructure including water and sewer by running a line from such mains to the premises above described.

2. Owner hereby agrees to pay a fee of Six Hundred Seventy Five Thousand Three Hundred Ninety Seven & 00/100 (\$675,397.00) Dollars which breakdown as follows:

Water	\$ 69,296.00
Paving	\$245,575.00
Buried Power	\$ 21,000.00
Drainage	\$300,181.00
Sewer	<u>\$ 39,345.00</u>
Total	\$675,397.00

to the city for the right to connect to and use the existing utilities, this fee shall be in lieu of any Special Assessment for any of the items listed above. Such payments shall be deposited by the City into the appropriate City's utility extension fund. Interest earned, if any, on said fee shall become a part of said fund. The owner may elect to pay the fee in cash, or in twenty (20) equal annual installments for the Water, Buried Power, Drainage and Sewer, and fifteen (15) equal annual installments for the Paving together with interest at six (6%) percent upon any unpaid balance. These payments shall be due annually, the first payment being made at, or prior to, the issuance of building permit, and the remainder on or before that day annually until paid in full. If Owner shall be in default of any of the payments hereunder, the City should have the right to employ any and all remedies provided by Local, State and Federal Laws. In any event, the owner should have no right of refund of any of the monies paid pursuant to this agreement. At such time as any of the Owner's property above described is specially assessed for its share of the cost of extending any additional City utilities within the abutting right of way, of either Sternberg Road or Harvey Street or for the paving covered by the paving fee provided for above the amounts paid pursuant to this agreement shall be paid by the fund to the newly established special assessment fund and the Owner's assessment shall be credited with the payment acknowledged to have been made for the specific projects identified above. No such Special Assessment shall charge owner for the cost of any of the

existing utilities and paving listed above, it being agreed that the fee paid above is full payment for owner's share thereof.

3. It is agreed that any additional future Assessment Districts established by the City may be spread in the manner provided by law.

4. The agreements contained herein shall run with the land and be binding on all future owners and occupants of the above described premises. A copy of this agreement may be recorded in the office of the Register of Deeds of Muskegon County, Michigan, for the purpose of giving future owners and occupants notice of the terms and conditions of this agreement as well as their rights to a credit for any fees paid.

5. That this agreement shall run with the above described property and shall constitute a lien obligating the current owners, their heirs, successors, assigns or any subsequent holder of any interest in the property and should bind them to the terms of this agreement in the same fashion as the original parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of:

Judith A. Bialik
Judith A. Bialik

Judith Lincoln
Judith Lincoln

CITY OF NORTON SHORES

By: Nancy Crandall
Nancy Crandall, Mayor

By: Dorothy J. Harjer
Dorothy J. Harjer, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

On this 7 day of March, 1995, before me, a Notary Public in and for said County and State, personally appeared Nancy Crandall, Mayor and Dorothy J. Harjer, Clerk for the City of Norton Shores, to be known to be the same persons described in and who executed the within instrument and acknowledged the same to be their free act and deed.

Judith A. Bialik
Judith A. Bialik Notary Public
Muskegon County, Michigan.
My commission ex: 12/1/96

In the presence of:

HORIZON OUTLET CENTERS LIMITED
PARTNERSHIP,
a Delaware limited partnership

Bethann J. Rahn
Bethann J. Rahn

By: [Signature]
Joe Cattivera *

Amy L. Essex
Amy L. Essex

By: [Signature]
Jeff Kerr *

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

On this 7th day of March, 1995, before me, a Notary Public in and for said County and State, personally appeared Joe Cattivera and Jeff Kerr *Partners of Horizon Outlet Centers Limited Partnership

LIBER 1852 PAGE 33

R E S O L U T I O N

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk be authorized to execute a special assessment agreement with Horizon Group, Inc., for the total assessable share of the project costs within the Ellis Road project, with the following conditions:

1 - Sanitary sewer will be added to the project on Ellis Road between US-31 and Harvey Street.

2 - Existing single family residences will be allowed to connect to water and sanitary sewer without reimbursement to Horizon Group, Inc. Normal connection fees over and above the front foot assessments will be payable to the City in accordance with existing utility rules and regulations.

3 - The City will collect and return to Horizon Group, Inc. assessable costs for Ellis Road improvements, when adjoining properties develop commercially or industrially, as a condition of the granting of a special use permit or site plan approval.

4 - The Director of Public Works will prepare final plans showing the improvement, the location, specifications, and cost estimates.

5 - The project will proceed to bid in accordance with the Special Assessment process.

At a special meeting of the City Council of the City of Norton Shores, held at the Norton Shores Branch Library, 705 Seminole Road, on the 25th day of April, 1995, the foregoing resolution was moved for adoption by Councilmember Boze. The motion was supported by Councilmember Bueckam.

Resolution declared adopted.

Dorothy J. Harjer
Dorothy J. Harjer, City Clerk

I, DOROTHY J. HARJER, do hereby swear and attest that I am the Clerk for the City of Norton Shores, and, on the 1st day of May 1995, do affirm that the above Resolution was adopted on the above date, at a special meeting of the Norton Shores City Council.

Dorothy J. Harjer

ER OF ANNUAL INSTALLMENTS 15 COST PER FOOT \$ 74.08 PER UNIT \$

PARCEL #, NAME, ADDRESS	PCT.	TOTAL FOOTAGE	ASSESSABLE FOOTAGE	TOTAL ASSESSMENT	1ST ANNUAL INSTALLMENT	DATE NOTICES MAILED	CARD SURVEY
16-16-400-034 Charles Glomb 3344 N. Dickerson Avenue Esperia, MI 49421		394'	394'	29,189.52		3/9/95	NO
16-16-400-035 Frederick J. Glomb Esux 466 Ellis Road Norton Shores, MI 49441		100'	100'	7,408.00		3/9/95	NO
16-21-200-005 Horizon Outlet Centers 850 Western, P. O. Box 0510 Muskegon, MI 49443		1215' 7478'	1,218'	90,229.94		3/9/95	Yes
16-21-200-008 FMB Financial Group 221 W. Webster Muskegon, MI 49443		255'	255'	18,510.10			
		2,978' 8478'	2,978'	220,110.24			

GE CERTIFIED BY: _____ DATE _____
 FILED BY: _____ DATE _____

ST NAME Ellis Road from Harvey Street to US 31 WATER, PAVING, DRAINAGE PROJECT # _____ DATE 2/95 PAGE 1 OF 2

PARCEL #, NAME, ADDRESS	PET.	TOTAL FOOTAGE	ASSESSABLE FOOTAGE	TOTAL ASSESSMENT	1ST ANNUAL INSTALLMENT	DATE NOTICES MAILED		CARD SURVEY
						RESO 2	RESO 4	
16-16-400-017 Fred Glomb 466 Ellis Road Norton Shores, MI 49441	✓	100'	100'	7,168.00		3/9/95		NO
16-16-400-018 Fredrick Glomb Eaux 1466 Ellis Road Norton Shores, MI 49441	✓	66'	66'	4,881.28		3/9/95		NO
16-21-400-019 Fred Glomb 1466 Ellis Road Norton Shores, MI 49441	✓	330'	330'	24,446.40		3/9/95		NO
16-16-40-020 Delores Dobb Eial 3431 Tricklewood Cascade, MI 49506	✓	330'	330'	24,446.40		3/9/95		
16-16-400-031 Charles Glomb 3344 N. Dickerson Avenue Ilesperia, MI 49421	✓	165'	165'	12,223.20		3/9/95		NO
16-16-400-032 Charles Glomb 3344 N. Dickerson Avenue Ilesperia, MI 49421	✓	20'	20'	1,481.60		3/9/95		NO

AGE CERTIFIED BY: _____ DATE _____
 PREPARED BY: _____ DATE _____

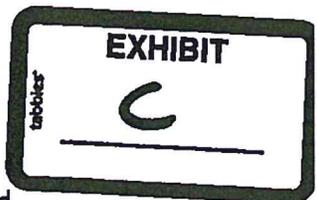
SUBJECT NAME Ellis Road from CSX RR Tracks to US 31 WATER, SEWER, PAVING, DRAINAGE PROJECT # DATE 3/95 PAGE 1 OF 2

NUMBER OF ANNUAL INSTALLMENTS 15 COST PER FOOT \$ 87.50 PER UNIT \$

PARCEL #, NAME, ADDRESS	PET.	TOTAL FOOTAGE	ASSESSABLE FOOTAGE	TOTAL ASSESSMENT	1ST ANNUAL INSTALLMENT	DATE NOTICES MAILED	CARD SURVEY
16-16-400-012 Brian Gill 1254 Ellis Road Norton Shores, MI 49441	✓	180'	180'	15,776.140		3/9/95	NO
16-16-400-013 Brian Bultema 1252 Ellis Road Norton Shores, MI 49441	✓	396'	376'	34,681.68		3/9/95	NO
16-16-400-014 John Hradsky III P. O. Box 792 Muskegon, MI 49443	✓	260'	260'	22,970.80		3/9/95	NO
16-21-200-001 County of Muskegon 900 Terrace Muskegon, MI 49442	✓	308'	308'	26,974.64		3/9/95	Yes
16-21-200-002 Bernard & Robert Milbocker 1256 29th Street Allegan, MI 49101	✓	320'	320'	28,625.60		3/9/95	Yes
16-21-200-003 Bernard & Robert Milbocker 1256 29th Street Allegan, MI 49101	✓	165'	165'	14,452.10		3/9/95	Yes

PAGE CERTIFIED BY: _____ DATE _____

TIFIED BY: _____ DATE _____



Received & Sealed For Record
MARK F. FAIRCHILD REGISTER OF DEEDS
Muskegon County Michigan
09/25/2007 03:27P LIBER 3756 PAGE 343

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09/25/2007 03:27P
Page: 1 of 2
Mark Fairchild, Muskegon Co ROD 001

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, JoAnn Hradsky, Personal Representative of the Estate of Jon Hradsky, III, a/k/a Jack Hradsky, dec., Muskegon County Probate File No. 07-83413-DE,

whose address is 236 W. Bryon Road, Muskegon, MI 49441,

conveys and warrants to JoAnn Hradsky, Kelly Hradsky, Jon Hradsky, IV and Britanni Hradsky, as tenants in common,

whose address is 236 W. Bryon Road, Muskegon, MI 49441,

the following described premises situated in the City of Norton Shores, County of Muskegon, and State of Michigan, to wit:

The Southwest 1/4 of the Southeast 1/4 of Section 16, Town 9 North, Range 16 West, EXCEPT railroad right of way and EXCEPT the South 16 rods of the East 10 rods, ALSO EXCEPT commencing at the intersection of the South line of said Southwest 1/4 of the Southeast 1/4 and the East line of said railroad right of way; thence East along the South line of said Southwest 1/4 of the Southeast 1/4, 576 feet, thence North 1323.6 feet to the North line of said Southwest 1/4 of the Southeast 1/4, 576 feet, thence West 576 feet to the East line of said railroad right of way; thence South along said East line to the Point of Beginning, ALSO EXCEPT any part thereof deeded to the State Highway Commission for highway purposes by Deed recorded in Liber 671, Page 427,

see R.S. Equal & P.M. 07/24

Parcel #61-27-116-400-0014-00 *OK*

more commonly known as 1256 East Ellis Road, Norton Shores, Muskegon, Michigan, together with all singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of gift by inheritance.

This instrument is exempt from transfer and sales tax by virtue of MCL 207.505, Sec. 5(a) and MCL 207.526, Sec. 6(a).

Dated this 20 day of September, 2007

Muskegon, Mich: 09-25 20 07

I hereby certify that there are no tax liens or taxes held by the state or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office.

Attest: 146631 *[Signature]*

Signed by:

[Signature]
JoAnn Hradsky, Personal Representative of the Estate of Jon Hradsky, III, a/k/a Jack Hradsky

STATE OF MICHIGAN)
) SS.
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 20th day of September, 2007 by JoAnn Hradsky.

RANAYE L. SALLGREN
Notary Public, Muskegon County, Michigan
My Commission Expires 04/22/08
Acting in the County of Muskegon

[Signature]
Notary Public, Muskegon County, Michigan
Acting in Muskegon County
My commission expires:

<p>When Recorded Return To:</p> <p>Tom W. Armour, Esq. Name 2916 S. Deerwood Drive Street Address Twin Lake, MI 49457-8846 City, State and Zip Code</p> <p>Tax Parcel # 61-27-116-400-0014-00</p>	<p>Send Subsequent Tax Bills To:</p> <p>JoAnn Hradsky 236 W. Bryon Road Norton Shores, MI 49441</p> <p>Recording Fee \$</p>	<p>Drafted By:</p> <p>Tom W. Armour, Esq.</p> <p>Business Address: 2916 S. Deerwood Drive Twin Lake, MI 49457-8846</p> <p>Revenue Stamps</p>
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LIBER 1852 PAGE 28

NOTICE OF SPECIAL ASSESSMENT
AGREEMENT

NOTICE IS HEREBY GIVEN to the current owners and holders of any interest in the following described parcel of property, located within the City of Norton Shores, County of Muskegon, State of Michigan, legally described as:

PLEASE TAKE NOTICE that the City of Norton Shores on _____, 1995 executed a Special Assessment Agreement with Horizon Limited Partnership which affect the parcel of property legally described above in that this parcel of property may be subject to costs and assessments for connection to water, sewer, drainage, and street improvements as provided in the written agreement between the City of Norton Shores and Horizon Limited Partnership. A copy of the Agreement can be obtained from Richard Maher, Community Development Director at 4814 Henry Street, Norton Shores, Michigan 49441 or by calling him at (616) 798-4391.

WITNESSED:

CITY OF NORTON SHORES

By: _____
Nancy Crandall, Mayor

By: _____
Dorothy J. Harjer, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

LIBER 1852 PAGE 27

On this 21st day of August, 1995, before me, a Notary Public in and for said County and State, personally appeared Joseon Cattivera for Horizon/Glen Outlet Centers Limited Partnership, a Delaware Limited Partnership by HGI, Realty, Inc., its General Partner to be known to be the same persons described in and who executed the within instrument and acknowledged the same to be their free act and deed.

Claudia R. Sowne
Notary Public
Muskegon County, Michigan
My commission ex: 7-29-96

After recording return to:

Prepared by:
VanderPloeg, Ruck & Wells
By: Douglas M. Hughes
City Attorney
Business Address:
120 West Apple Avenue
P.O. Box 599
Muskegon, MI 49443-0599

CLAUDIA R. SOWNE
Notary Public, Muskegon County, MI
My Commission Expires Sept. 29, 1996





SPECIAL ASSESSMENT AGREEMENT

This Agreement made this 30th day of August, 1995 between the City of Norton Shores, hereinafter referred to as the City, whose address is 4814 Henry Street, Norton Shores, Michigan 49441, and the Horizon/Glen Outlet Centers Limited Partnership, a Delaware Limited Partnership, whose address is 1050 W. Western Avenue, Muskegon, MI 49441, hereinafter referred to as the Developer, do hereby and in consideration of the mutual promises, covenants and stipulations set forth in this agreement, do agree and contract as follows:

SECTION I

The City hereby agrees to construct, install, and pave Ellis Road in the City of Norton Shores lying directly West of Harvey Street, and shall install "watermain, a sanitary sewer, paving and a storm drain between Harvey Street and U.S. 31 as well as paving, watermains, storm drains and a sanitary sewer between U.S. 31 and C & O Railroad right of way hereinafter referred to as the "Project". The costs and expenses associated with this "Project" shall be assessed against parcels of property fronting the "Project" and any other adjacent or adjoining parcels of property who are deemed benefitted by the "Project", consistent with the requirements of Chapter 17 of the City's Code of Ordinance and the provisions of this agreement.

1995 SEP -7 PM 2:29
STATE OF MICHIGAN
COUNTY OF LEWIS & CLARK
RECORDING DIVISION

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SECTION II

The Developer, on behalf of themselves, do for their part of this agreement, and in exchange for the City's covenants, do promise and agree to pay to the City their share of the assessment of the total "Project" costs currently estimated to be: Five Hundred Sixty One Thousand Three Hundred Eighty One & 00/100 (\$561,381.00) Dollars which breakdown as follows:

Water	\$110,936.56
Paving	\$115,175.00
Sanitary Sewer	\$ 62,194.50
Drainage	\$115,175.00
U.S. 31 Water Crossing	\$ 37,500.00
Internal Water Loop	<u>\$120,400.00</u>
Total	\$561,381.00

The total cost of the "Project" for purposes of this Agreement shall include all of the engineering costs, and services, and all such other expenses and costs incurred by the City in the construction and installation of the "Project".

The Developer acknowledges that these figures are estimated and agrees to pay whatever its share is of the actual costs upon completion of the "Project".

The Developer may elect to pay the fee in cash, or in twenty (20) equal annual installments for the water, drainage, sewer, U.S. 31 Water Crossing and Internal Water Loop, and fifteen (15) equal annual installments for paving together with interest on the unpaid

balance at six (6%) percent. These payments shall be due annually, the first payment being made at, or prior to the execution of this agreement, and the remainder at or before that day annually until paid in full. If the Developer shall be in default of any of the payments required by this agreement the City shall have the right to employ any and all remedies provided by law. In any event, the owner shall have no right of refund of any of the monies paid pursuant to this agreement.

SECTION III

The City agrees that it shall notify by First Class, Certified Mail, all of the owners of record of property abutting, and adjoining, and/or fronting the "Project", who are deemed benefitted, of the opportunity to participate in the "Project". The City further agrees to record a "Notice of Special Assessment" attached as Exhibit A. These parcels are identified in the attached Exhibit B.

SECTION IV

The Developer agrees that they will allow single family homes to connect to water and sanitary sewer without reimbursement to the Developer for any of the costs and expenses incurred in this "Project". However, the owners of single family homes will be required to pay normal connection fees in accordance with existing City utility rules and regulations upon connection.

SECTION V

Developer agrees to pay the assessable share of any parcel designated in Exhibit B who may elect not to initially participate one hundred (100%) percent in the "Project" at the projects inception. The developer's payment of these amounts shall be in accordance with the resolution adopted by the City's Council on April 25, 1995, a copy of which is attached as Exhibit C.

The City agrees that after the "Project"'s completion, that should a parcel of property request to connect to the "Project", that the City shall collect a pro-rata front foot allocated assessment based upon the actual costs incurred by the City plus interest at six (6%) percent, less any assessment previously paid. This payment shall either be transferred to the Developer, or credited against any installment due but unpaid pursuant to this Special Assessment Agreement or the Special Assessment Agreement dated March 7, 1995 recorded at Liber 1825, Pages 104 thru 109 at the Developer's discretion.

SECTION VI

In the event that current or subsequent owners of the parcels of land lying adjacent to the road right of way develop or are used, constructed or maintained for non-residential activities, and if their property has not previously paid an assessment equal to one hundred (100%) percent of the expenses associated with the improvements described in this agreement, then the owners thereof

shall be bound by the terms and conditions of this Assessment Agreement and shall pay a pro-rata front foot allocated assessment based upon the actual costs incurred plus interest at six (6%) percent, less any assessment previously paid. The payment of this assessment shall be used to reimburse the Developer for that parcel's share of all of the "Project" costs. This payment shall either, be transferred to the Developer or, credited against any installment due but unpaid pursuant to this Special Assessment Agreement or the Special Assessment Agreement dated March 7, 1995 recorded at Liber 1825, Pages 104 thru 109 at the Developer's discretion.

SECTION VII

The City shall notify all current owners of parcels of property fronting the "Project" and any other adjacent or adjoining parcels of property deemed benefitted by this "Project" of this Agreement. The City shall also record a notice with the Muskegon County Register of Deeds for each such parcel so as to notify subsequent owners of the details of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of:

Douglas M. Hughes
Douglas M. Hughes
Denise Jacobson
Denise Jacobson

CITY OF NORTON SHORES

By: Nancy Crandall
Nancy Crandall, Mayor
By: Dorothy J. Harjery
Dorothy J. Harjery Clerk