

**WAIVER OF SPECIAL ASSESSMENT
NOTICES AND HEARING
AND CONSENT TO SPECIAL ASSESSMENT AGREEMENT FOR FIRE
SUPPRESSION LINE CONNECTION**

This Fire Suppression Line Connection Agreement (the “Agreement”) is executed this ____ day of October 2024, between the Village of Pinckney, a Michigan Village, whose address is 220 S. Howell, Pinckney, Michigan 48169 (the “Village”) and Alan Ostlund and Jacqueline Ostlund, husband and wife, whose address is 187 Darwin Road, Pinckney, Michigan 48169 (the “Owners”).

RECITALS

- A.** The Owners are the owners of the real property located in the Village, the street address of which is 103 E. Main St., which is legally described on attached Exhibit A and incorporated by reference herein (the “Property”) (Parcel ID No. 4714-23-302-033). The Property comprises approximately 0.17 acres of land.
- B.** North Howell Street, including that portion adjacent to the Property, was being reconstructed in the Fall of 2023, including the installation of new pavement.
- C.** The Property is zoned CBD. The Owners have sought approval from the Village to improve the Property by renovating the existing building thereon with addition of a fire suppression line (the “Project”), in anticipation of future completion of the connection.
- D.** The Owners seek to defer payment for the required Water System Capital Connection Fees, and the Village is agreeable to a five (5) year special assessment.
- E.** A tap and water line were laid beneath N. Howell Street from the Village water line on the West side of the street to the subject property on the East side of the street in the Fall of 2023.

- F. The Owners acknowledge and agree that the Village relied upon the Owners' representations and pledges made to authorize such installation while the street was being reconstructed.
- G. In the event the four (4) inch fire suppression line is not connected to the Owners' property, the Owners may have that line capped at the property line.

NOW, THEREFORE, the parties agree as follows:

Section 1. Compliance with Laws, Ordinances and Permits. Owners confirm that they have agreed to construct the fire suppression line Project to the real property described in Exhibit A, in accordance with the approvals received from the Village and other governmental entities with applicable jurisdiction. In constructing the Project, the Owners agreed to comply with all state and local laws, ordinances, and regulations, as well as the terms of this Agreement. Upon approval of the required inspections and the verification of the completed installation of the fire suppression line, that line within the public right of way shall be accepted by the Village. The Owners shall be responsible for all costs incurred for the installation of the requested fire suppression line, including all construction costs, and all Village applicable established charges and fees, including, but not limited to:

- A. The Inspection Fees for the inspection of the extension line and any capping of that line, which will be billed and payable after such inspection.
- B. Capital Connection Fees, except the Owners may defer the payment of these fee as provided by this Section 2 of this Agreement.
- C. Connection Permit Fees, Connection Charges, and Connection Inspection Fees are charged at the applicable rates established by the Village Ordinances and Village Council adopted Fee Schedules.

All Charges and Fees shall be timely paid by the Owners for the fire suppression line installation, and its subsequent connection as detailed in Exhibit B.

Section 2. Capital Connection Fees Special Assessment

A. In accordance with MCL 211.744 and Chapter 32 of the Pinckney Code of Ordinances, Owners hereby waive all special assessment notices and hearings required by law, and further agree that the full cost of the Capital Connection is \$36,857.80, which may be paid in five (5) successive annual installments to be paid with general taxes beginning with the year 2025.

B. The Village of Pinckney shall have the right annually during the payment period above specified to place an amount equal to one-fifth (1/5) of said charge above specified, together with interest on all unpaid balances thereof at the prevailing interest rate of four percent (4.0%) on the tax roll to be collected together with the general taxes in the same manner as if said charge had been levied as a special assessment against the Property and as if the said annual amounts were installments of special assessment.

C. In the event of a default in the payment of any of the five (5) annual installments above specified, the collection of the same may be enforced by the Village of Pinckney in the same manner as for nonpayment of taxes.

D. The special assessment shall be and remain a lien upon the Property assessed, of the same character and effect as a lien created by general law for state and county taxes, until paid, to be collected in the same manner as ad valorem property taxes assessed as provided in Pinckney Code § 32.23 and § 51.11.

Section 3. Modifications. The terms of this Agreement cannot be waived, modified, or amended except in writing which is signed by both of the parties.

Section 4. Recording. The Owners agree that this Agreement shall be recorded and that the land described in Exhibit A shall be subject to the covenants and obligations contained herein, and this agreement shall run with the land and bind all current and future owners of the property. The Owners are responsible for all costs associated with the recording of this Agreement.

Section 5. Owners Obligations upon Transfer of Property. The Owners agree in the event that the Property is sold or transferred to provide information to the new owner regarding the fire suppression line assessed Capital Connection Fee obligation, and the new owners of record shall be obligated to pay the required deferred Capital Connection Fees as provided for under this Agreement regardless of whether or not any Lessee may otherwise be obligated by a lease to pay the water charges as provided in Village Code § 51.11(C)(4).

Section 6. Time of Essence. The parties agree that time is of the essence of this Agreement.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties to it, their successors, and assigns.

Section 8. Entire Agreement. This Agreement, including the attachments and documents incorporated by reference, contain the entire agreement between the Parties pertaining to the Project and fully supersedes all prior agreements and understandings between the Parties pertaining to the Project.

Section 9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining of this Agreement shall nonetheless remain in full force and effect.

Section 10. Applicable Law. This Agreement shall, in all respects, be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Michigan and venue for any dispute shall lie in Livingston County, Michigan.

Section 11. Signatures. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this Agreement and bind the respective parties hereto.

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

THE VILLAGE OF PINCKNEY

* By _____
Linda E. Lavey, President

* By _____
Andrea Piotrowski-McCall, Clerk

OWNERS

* By _____
Alan Ostlund, Owner

* By _____
Jacqueline Ostlund, Owner

*Please print name

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2024, before me appeared Linda E. Lavey, President of the Village of Pinckney, and _____, Clerk of the Village of Pinckney, to me known to be the persons described in and who executed the foregoing document and acknowledged the same to be true and accurate.

_____, Notary Public
Livingston County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2024, before me appeared Alan Ostlund and Jacqueline Ostlund, to me known to be the person described in and who executed the foregoing document and acknowledged the same to be true and accurate.

_____, Notary Public
Livingston County, Michigan
My Commission Expires:

*Please print name

When recorded return to:

The Village of Pinckney
220 South Howell Street
Pinckney, Michigan 48169

PREPARED BY:

David Stoker, Esq.
COHL, STOKER & TOSKEY, P.C.
601 North Capitol Avenue
Lansing, Michigan 48933

EXHIBIT A – Legal Description

The Property referred to in the Agreement is real property located in the Village of Pinckney, County of Livingston, State of Michigan, to-wit:

SEC. 23 T1N, R4E, VILLAGE OF PINCKNEY ORIGINAL PLAT B 5-R 5 W.
55.5 FT. OF LOT 5

Commonly known as: 103 E. Main St., Pinckney, MI Parcel ID No: 4714-23-302-033

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EXHIBIT B – Special Assessment Schedule

Ostlund Project	\$36,857.80	Total Payments Total	\$40,727.55
Term	60 Months/5 years 4% Interest	Interest	\$3,869.75

Year	Interest	Principal	Ending Balance	Payment
1	\$1,350.64	\$6,794.87	\$30,062.93	\$8,145.51
2	\$1,073.80	\$7,071.71	\$22,991.22	\$8,145.51
3	\$785.69	\$7,359.82	\$15,631.40	\$8,145.51
4	\$485.84	\$7,659.67	\$7,971.74	\$8,145.51
5	\$173.77	\$7,971.74	\$0.00	\$8,145.51

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