



CITY of NOVI CITY COUNCIL

Agenda Item 1
February 17, 2009

SUBJECT: Approval of the Storm Water Maintenance Easement from Novi Pavilion, LP for the Dara Place site located at 26203 Novi Road (Parcel ID No. 22-15-476-021).

SUBMITTING DEPARTMENT: Engineering *RJA*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Novi Pavilion, LP has requested approval of the Storm Water Maintenance Easement for the Dara Place site located at 26203 Novi Road. According to the City Attorney's office, the Storm Water Maintenance Easement contains the same terms as the City's standard Storm Drainage Facility Maintenance Easement Agreement, plus added terms for maintenance restrictions and obligations. It has been favorably reviewed by the City Attorney (Beth Kudla's November 2, 2007 letter, attached).

RECOMMENDED ACTION: Approval of the Storm Water Maintenance Easement from Novi Pavilion, LP for the Dara Place site located at 26203 Novi Road (Parcel ID No. 22-15-476-021).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



DARA PLACE SITE



CITY OF NOVI

ENGINEERING DIVISION

45175 W TEN MILE RD

NOVI, MI 48375-3024

(248) 347-0454

MAP AUTHOR: ROB HAYES



0 50 100 200 300

FEET

1 INCH = 131 FEET

MAP PRINT DATE: date

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

November 2, 2007

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Rob Hayes, City Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Dara Place (Formerly Novi Site)
Utilities Review for Acceptance
Our File No. 660050.NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents regarding the Dara Place Property:

- Sanitary Sewer Easement (On-Site)
- Sanitary Sewer Easement (Off-Site)
- Storm Water Maintenance Easement
- Emergency and Utility Maintenance Access Easement
- Emergency Access Easement
- Bill of Sale (Shirvanian)
- Title Insurance (On-Site and Off-Site)
- Maintenance and Guarantee Bond
- Ingress/Egress Easements (Shirvanian and Novi Pavilion) (copies)

We have the following comments relating to the above-named documents:

The owner of Dara Place, Novi Pavilion, LP, seeks to convey the on-site sanitary sewer system easement and an off-site sanitary sewer system easement and corresponding Bill of Sale for the purpose of public operation, maintenance, repair and replacement of sanitary sewer facilities over, upon and through the subject property and adjacent property, in Sections 15 and 22 of the City, to the City of Novi. Our office has reviewed and approved the format and language of the Sanitary Sewer Easements and the corresponding off-site Bill of Sale. The Property owner has indicated that there are no actual sanitary sewer facility improvements on the Novi Pavilion, LP, Property, thus no Bill of Sale has been provided in this regard. The City's Engineering Consultants have reviewed and

approved the attached Exhibits. We approve the above named documents in their current format.

We also approve the Storm Water Maintenance Easement which contains the same terms as a standard City "Storm Drainage Facility Maintenance Easement Agreement," plus additional terms providing for maintenance restrictions and obligations between the two property owners. The Storm Water Maintenance Easement is satisfactory in form and content subject to the City's Engineering Consultant's approval of the attached Exhibits.

Novi Pavilion, LP, has provided the adjacent property owner ingress and egress access over the Dara Place Property. Likewise, the adjacent property owner has provided for ingress and egress over its site in favor of Dara Place.

Novi Pavilion, LP, has provided the City an Emergency Access Easement for emergency vehicles over the Property and an Emergency Access Easement to reach utilities locations. We approve both documents as acceptable for the named purposes.

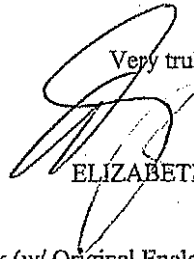
The title commitment for the Novi Pavilion Property shows that all parties with an interest in the property have properly executed the documents. The title commitment for the off-site Sanitary Sewer Easement indicates that the property has recently been quit claimed to the Hasmig, LLC, Michigan limited liability company. In that regard we have prepared "Consent" documents indicating new owner's consent to the City's acceptance of the easement as granted by the previous property owners.

Except for the Ingress/Egress Easements between the property owners which will be recorded by the property owners, all original documents are enclosed with the City Clerk's copy of this report. Once the facilities and corresponding easement are approved and accepted by *Acknowledgement of the City Engineer*, the original Sanitary Sewer Easements, the Storm Water Maintenance Easement, and the Emergency Access Easements should be recorded with the Oakland County Register of Deeds. The Bill of Sale, Maintenance and Guarantee Bond, and the Title Insurance should be maintained in the City's file.

Rob Hayes, City Engineer
November 2, 2007
Page 3

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/ Original Enclosures)
Marina Neumaier, Assistant Finance Director (w/ Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/ Enclosures)
Ronald Nuechterlein, Superior Diversified Services (w/Enclosures)
Sarah Marchioni, Building Department (w/ Enclosures)
Sheila Weber, Finance Department (w/Enclosures)
Thomas R. Schultz, Esquire (w/ Enclosures)

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STORM WATER MAINTENANCE EASEMENT

THIS EASEMENT AGREEMENT is made the 20TH day of JUNE, 2007 between Novi Pavilion, LP (hereinafter Pavilion), a Michigan limited partnership, whose address is 200 Renaissance Center, Suite 3145, Detroit, MI 48243, and Norayr M. Shirvanian and Hasmig Shirvanian (hereinafter Shirvanian), husband and wife, whose address is 24404 Catherine Industrial Drive, Suite 320, Novi, MI 48375, and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

A. Novi Pavilion, LP is the owner and developer of a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit "B", (the "Pavilion Property"). The storm water detention/retention facility serving both the Pavilion Property and the Shirvanian Property will be constructed on the Shirvanian Property. The Shirvanian parcel is described on the attached Exhibit "A" (the "Shirvanian Property"). Shirvanian has granted Pavilion an easement over and across the Shirvanian Property for purposes of constructing, monitoring and maintaining a storm water retention/detention basin. An Easement Agreement has been entered into between Pavilion and Shirvanian, which Easement description is attached hereto as Exhibit "D". The description of the real property which is encumbered by the easement on the Shirvanian parcel is Exhibit "C-A". The description of the real property which is encumbered by the access easement on the Pavilion parcel is Exhibit "C-B". Shirvanian hereby grants a storm water drainage easement to Pavilion and to the City of Novi over, under and across the land described in Exhibit "A" attached hereto and made a part hereof. The basin will be constructed by Pavilion and will serve both the Pavilion Property and the Shirvanian Property. Pavilion has received final site plan approval for construction of a retail development on the Pavilion Property. Shirvanian has not yet received preliminary site plan approval for developing the Shirvanian parcel.

B. Both Developments will require certain storm drainage, detention and/or retention

facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from both properties in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW THEREFORE, Pavilion and Shirvanian hereby covenant and agree that Pavilion shall design and construct the initial retention/detention basin. Further, Pavilion and Shirvanian shall, at their joint expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. They shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit "E".

Pavilion and Shirvanian jointly and severally agree to perform the scheduled maintenance and to perpetually preserve and repair all storm water retention, detention and drainage facilities on their respective parcels of land. In the event that either Pavilion or Shirvanian shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon them setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing them an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has 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 in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in Exhibit "C" and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in Exhibit "C", for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Pavilion and Shirvanian within thirty (30) days of a billing to them. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, 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 Pavilion and Shirvanian, and, in such event, they shall pay all court costs and reasonable attorney fees incurred by the City in

connection with such suit.

Shirvanian agrees to execute a similar "Storm Drainage Facility Maintenance Easement Agreement" as part of receiving final site plan approval in the development of his property.

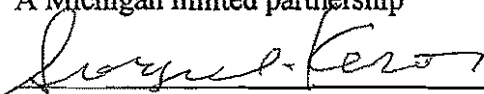
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees; and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

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, heirs, successors, assigns and transferees.

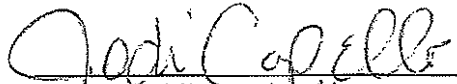
IN WITNESS WHEREOF, Owner have executed this Agreement as at the day and year first above set forth.


NOVI PAVILION, LP,
A Michigan limited partnership



By: George Keros
Its: Managing Partner

STATE OF MICHIGAN)
)ss:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 25th day of January, 2007 by George S. Keros, the Managing Partner of Novi Pavilion Limited Partnership


Notary Public, Jodi Copello
Oakland County, MI
My commission expires: 8-29-07


Norayr M. Shirvanian


Hasmig Shirvanian

CONSENT TO EASEMENT

Hasmig, LLC, current owner of property attached as Exhibit A to this Easement, hereby evidences its consent, for completion of dedication to and acceptance of this Easement by the City of Novi pursuant to this Easement as executed and delivered to the City by the previous property owner.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 9 day of Nov., 2007.

Hasmig, LLC, a Michigan limited liability company

By: Norayr M. Shirvanian
Its: Co-owner

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 9 day of November, 2007, by Norayr M. Shirvanian the Co-owner of Hasmig LLC, a Michigan LLC.

Christie Ann Coleman
Notary Public
Oakland County, MI
My commission expires: 9-23-08

CHRISTIE ANN COLEMAN
Notary Public, Oakland County, MI
My Commission Expires September 23, 2008

EXHIBIT A

April 28, 2006

Job No. 01-056

SHIRVANIAN PARCEL
LEGAL DESCRIPTION
CITY OF NOVI PARCEL I.D. NO. 22-15-476-013

Part of Lot 11, Supervisor's Plat No.4, according to the plat thereof as recorded in liber 54A, Page 83, of Plats, Oakland County Records, described as; the East 100 feet of Lot 11, except beginning at Northeast lot corner, thence West 100 feet; thence South 448.20 feet; thence East 100 feet; thence North 447.60 feet to beginning, also except beginning at point distant North $02^{\circ}42'04''$ West, 729.57 feet and South $87^{\circ}17'56''$ West, 33.00 feet and North $02^{\circ}14'17''$ West, 118.56 feet from Southeast section corner; thence South $87^{\circ}28'39''$ West, 100.00 feet; thence South $02^{\circ}14'17''$ East, 32.71 feet; thence along a curve to the right Radius 450.26 feet; chord bears North $71^{\circ}59'15''$ East, 103.91 feet, distant of 104.15 feet; thence North $02^{\circ}14'17''$ East, 4.85 feet to the POINT OF BEGINNING.

EXHIBIT B

Revised July 20, 2006
April 28, 2006

Job No. 01-056

NOVI PAVILION, L.P. PARCEL
LEGAL DESCRIPTION

Lot 3 of "Supervisor's Plat No. 4", being a part of the Southeast 1/4 of Section 15 and part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; as Recorded in Liber 54A of Plats, Page 83, Oakland County Records, Excepting therefrom; commencing at the Southeast Corner of said Lot 3 for a Point of Beginning; thence North 76°59'22" West, 5.08 feet; thence North 01°43'21" West, 58.10 feet; thence South 77°25'57" East, 6.86 feet; thence South 00°00'00" East, 57.72 feet, to the Point of Beginning. All of the above containing 0.481 Acres. All of the above being subject to easements, restrictions, and rights-of-ways of records. All of the above being subject to the rights of the public in Novi Road.

EXHIBIT C-A
(1 OF 2)

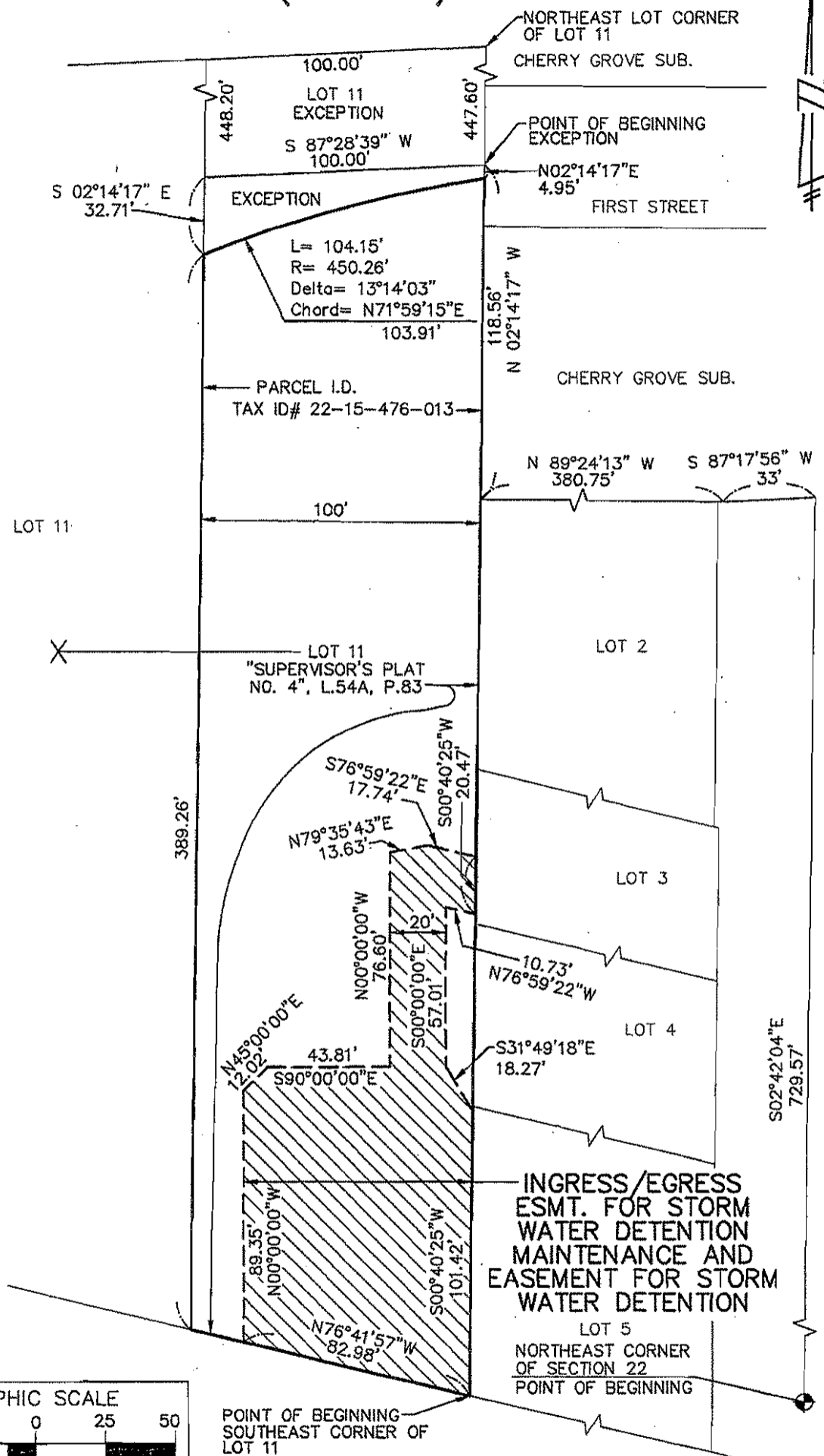
April 28, 2006
Revised August 24, 2006

Job No. 01-056

INGRESS/EGRESS EASEMENT FOR STORM WATER DETENTION MAINTENANCE
AND EASEMENT FOR STORM WATER DETENTION (NOVI ROAD SITE)
LEGAL DESCRIPTION

An ingress/egress easement for storm water detention maintenance being a part of Lot 11 of "Supervisor's Plat No. 4", as recorded in Liber 54A of Plats, Page 83, Oakland County Records; also known as City of Novi Parcel I.D. number 22-15-476-013. Said Easement being more particularly described as commencing at the Southeast corner of said lot 11 as the POINT OF BEGINNING (said point also being the Southwest corner of Lot 5 of said "Supervisor's Plat No. 4"); thence North $76^{\circ}41'57''$ West, 82.98 feet, along the Southerly line of said Lot 11; thence North $00^{\circ}00'00''$ West, 89.35 feet; thence North $45^{\circ}00'00''$ East, 12.02 feet; thence South $90^{\circ}00'00''$ East, 43.81 feet; thence North $00^{\circ}00'00''$ West, 76.60 feet; thence North $79^{\circ}35'43''$ East, 13.63 feet; thence South $76^{\circ}59'22''$ East, 17.74 feet; thence South $00^{\circ}40'25''$ West, 20.47 feet, along the Easterly line of said Lot 11; thence North $76^{\circ}59'22''$ West, 10.73 feet; thence South $00^{\circ}00'00''$ East, 57.01 feet; thence South $31^{\circ}49'18''$ East, 18.27 feet; thence South $00^{\circ}40'25''$ West, 101.42 feet, along the Easterly line of said Lot 11, to the POINT OF BEGINNING.

EXHIBIT C-A
(2 OF 2)



INGRESS/EGRESS EASEMENT FOR
STORM WATER DETENTION MAINTENANCE

REV. 8-24-2006



ATWELL-HICKS
Engineering • Surveying • Planning
Environmental • Water/Wastewater

40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123
(248) 522-8300

EXHIBIT DRAWING
(NOVI ROAD SITE)
SECTION 15, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'
DATE: 04-28-2006
JOB NO.: 01-056
DWG FILE: 01-056EE
DRAWN BY: RGP
CHECK: KAL
SHEET: 3 OF 3

EXHIBIT C-B

(1 OF 2)

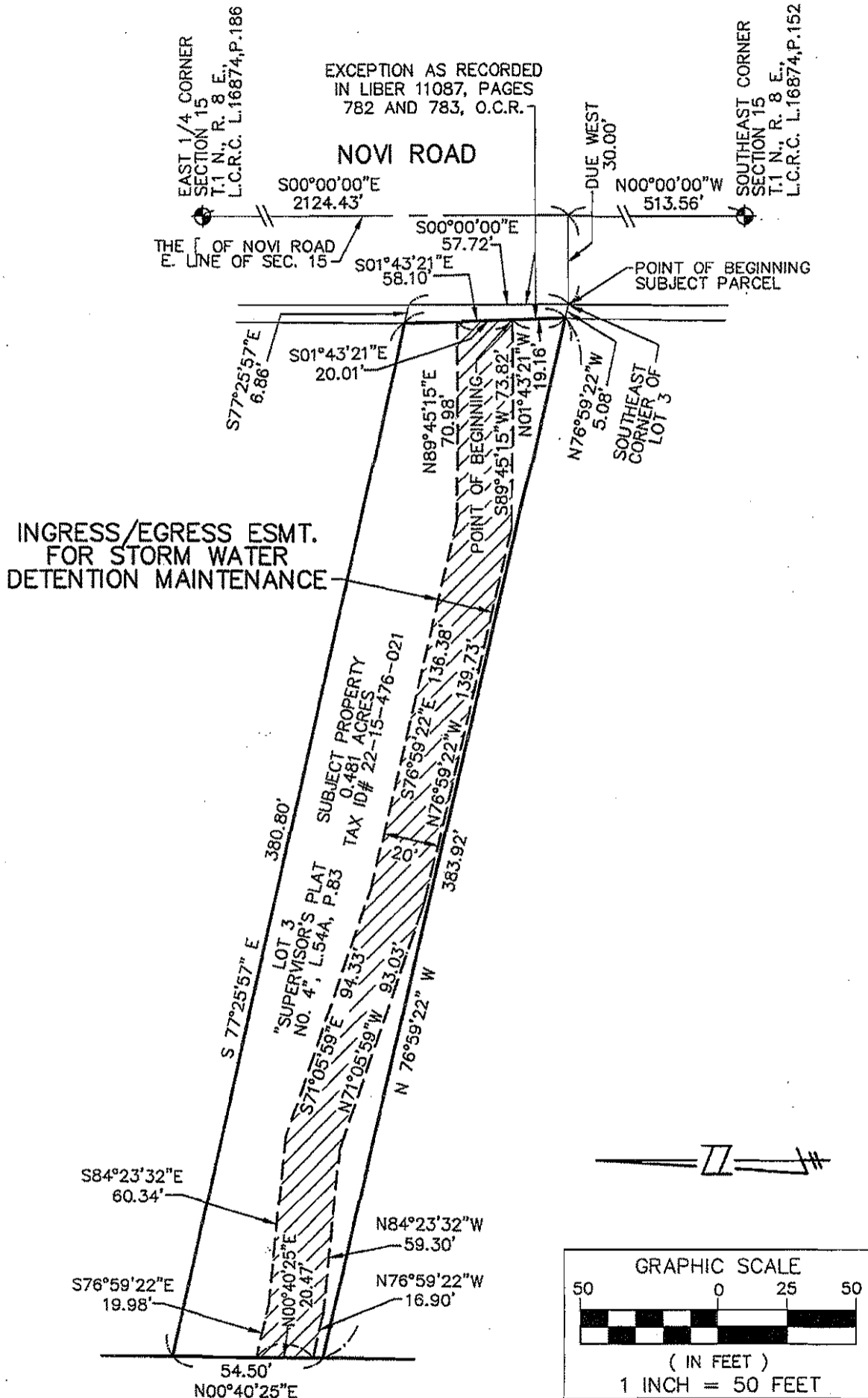
April 28, 2006

Job No. 01-056

INGRESS/EGRESS EASEMENT FOR STORM WATER DETENTION MAINTENANCE LEGAL DESCRIPTION (NOVI PAVILION, L.P., PARCEL)

An ingress/egress easement for storm water detention maintenance being a part of Lot 3 of "Supervisor's Plat No. 4", being a part of the Southeast 1/4 of Section 15 and part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; as Recorded in Liber 54A of Plats, Page 83, Oakland County Records; said easement being more particularly described as commencing at the Southeast Corner of said Lot 3; thence North 76°59'22" West, 5.08 feet, to the Southeast corner of the Subject Parcel; thence North 01°43'21" West, 19.16 feet, along the Easterly line of the Subject Parcel to the POINT OF BEGINNING; thence South 89°45'15" West, 73.82 feet; thence North 76°59'22" West, 139.73 feet; thence North 71°05'59" West, 93.03 feet; thence North 84°23'32" West, 59.30 feet; thence North 76°59'22" West, 16.90 feet, to the Westerly line of the Subject Parcel; thence North 00°40'25" East, 20.47 feet, along the Westerly line of the Subject Parcel; thence North 76°59'22" West, 19.98 feet; thence South 84°23'32" East, 60.34 feet; thence South 71°05'59" East, 94.33 feet; thence South 76°59'22" East, 136.38 feet; thence North 89°45'15" East, 70.98 feet, to the Easterly line of the Subject Parcel; thence South 01°43'21" East, 20.01 feet, along the Easterly line of the Subject Parcel, to the POINT OF BEGINNING.

EXHIBIT C-B (2 OF 2)



INGRESS/EGRESS EASEMENT FOR STORM WATER DETENTION MAINTENANCE



ATWELL-HICKS
Engineering • Surveying • Planning
Environmental • Water/Wastewater

40399 GRAND RIVER AVENUE, SUITE 110 NOV, MI 48375-2123
(248) 522-8300

**EXHIBIT DRAWING
(NOVI ROAD SITE)**
SECTION 15, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	8-11-2006
JOB NO.:	01-056
DWG FILE:	01-056EE
DRAWN BY:	RGP
CHECK:	KAL
SHEET:	2 OF 2

EXHIBIT D

EASEMENT

Norayr M. Shirvanian and Hasmig Shirvanian, husband and wife, [GRANTOR] whose address is 24404 Catherine Industrial Drive, Suite 320, Novi, Michigan, 48375, being the owners of the servient parcel of land described in Exhibit "A" attached hereto, hereby grant, assign, transfer and set over unto Novi Pavilian, LP, [GRANTEE] a Michigan limited partnership, whose address is 200 Renaissance Center, Suite 3145, Detroit, Michigan, 48243, being the owner of the dominant parcel of land described in Exhibit "B" attached hereto, an easement as further described herein.

GRANTOR covenant and warrants that they have fee simple title to the land being made subject to this easement, and have full right and authority to grant such easement.

GRANTOR grants, assigns, transfers and sets over unto GRANTEE a non-exclusive, permanent easement over, under and across a portion of the servient parcel of land which easement is fully described in Exhibit "C" attached hereto and made a part hereof. Said easement is granted for the sole purpose of the construction, operation, maintenance and use of a storm water underground sewer system and of a storm water retention basin on the servient parcel, together with the right and privilege to reconstruct, inspect, alter, improve or relocate such system, provided the same is within the easement

granted. The basin to be constructed shall be utilized to handle the retention of storm water run-off from both the servient and the dominant parcels of land. Said easement shall run with the land, and not be divisible from it. Said easement shall not be transferable or assignable, except with a transfer of the dominant parcel of land. After construction of the retention basin said easement shall not be expandable, without consent of both the GRANTOR and the GRANTEE. Included with the rights under the easement is the right of ingress and egress for the maintenance of the storm water system.

The storm water retention basin constructed on the servient parcel of land shall be constructed at the sole expense of GRANTEE, including payment of all permit fees, engineering costs, surveying costs and construction. Said retention basin shall comply with all State, County and City requirements. Further, the GRANTEE shall comply with Novi's tree protection and replacement ordinances and shall provide any landscaping around the retention basin as required by the City of Novi. GRANTEE shall deliver to the City of Novi "as built" drawings of the retention basin, as required by the City of Novi. The basin shall be constructed to handle the storm water run-off from the dominant parcel, as approved by the City of Novi, and to handle the storm water run-off of a 6,000 square foot retail building to be constructed on the servient parcel of land.

In addition to the permanent easement described in Exhibit "C" attached hereto, GRANTOR grants unto GRANTEE a temporary construction easement to enter upon an undefined area of the southerly portion of GRANTOR'S land for purposes of construction of the storm water sewer system and storm water retention basin. This temporary easement shall terminate once the City of Novi fully approves the construction of the system. Upon completion of construction, GRANTEE shall return GRANTOR'S

land, not covered by this easement, to the condition it was prior to commencement of construction. GRANTEE shall bear the full responsibility of construction of the sewer system and basin and shall hold GRANTOR harmless from any and all claims arising out of such construction. GRANTEE's contractor shall name GRANTEE and GRANTOR as additional named insureds in the minimum amount of \$1,000,000.00 liability per occurrence. Proof of such insurance shall be provided to GRANTOR prior to commencement of any work.

Until such time as GRANTOR'S servient parcel of land is developed, GRANTEE shall be solely responsible (100%) for the maintenance and repair of the storm water retention basin. Until such time as GRANTOR obtains a Certificate of Occupancy on its building to be constructed, GRANTEE shall add GRANTOR as an additional named insured on its insurance policy for purposes of liability arising out of the retention basin only. Once GRANTOR'S servient parcel is developed, GRANTOR shall be responsible for 67% of the cost of maintenance of the storm water basin and GRANTEE shall be responsible for 33% of the cost of maintenance of the storm water basin. Each party shall be solely responsible for maintenance of their own respective storm water sewer systems.

Further, both parties agree to execute the "Storm Drainage Facility Maintenance Easement Agreement", as required by the City of Novi.

May 23, 2006

GRANTOR

Witnesses:

Blenda Hill Grant

Norayi M. Shirvanian
Norayi M. Shirvanian

Hasmig Shirvanian
Hasmig Shirvanian

COUNTY OF OAKLAND)
STATE OF MICHIGAN)

Personally appeared before me Norayr M. Shirvanina and Hasmig Shirvanian and affixed their signatures hereto.

Brenda Nell Garrett
Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: July 3, 2008

BRENDA NELL GARRETT
Notary Public, Oakland County, Michigan
Acting in Oakland County
My Commission Expires July 3, 2008

May 24, 2006

GRANTEE

Witnesses:

Tom Capello
Jodi Capello

NOVI PAVILIAN, LP
a Michigan limited partnership

Patricia Keros
By, Patricia Keros
Its Managing Partner

COUNTY OF OAKLAND)
STATE OF MICHIGAN)

Personally appeared before me Patricia Keros on behalf of the limited partnership and affixed his signature hereto.

Jodi Capello
Jodi A. Capello, Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: 8-29-07

EXHIBIT A

April 28, 2006

Job No. 01-056

SHIRVANIAN PARCEL
LEGAL DESCRIPTION
CITY OF NOVI PARCEL I.D. NO. 22-15-476-013

Part of Lot 11, Supervisor's Plat No.4, according to the plat thereof as recorded in liber 54A, Page 83, of Plats, Oakland County Records, described as; the East 100 feet of Lot 11, except beginning at Northeast lot corner, thence West 100 feet; thence South 448.20 feet; thence East 100 feet; thence North 447.60 feet to beginning, also except beginning at point distant North 02°42'04" West, 729.57 feet and South 87°17'56" West, 33.00 feet and North 02°14'17" West, 118.56 feet from Southeast section corner; thence South 87°28'39" West, 100.00 feet; thence South 02°14'17" East, 32.71 feet; thence along a curve to the right Radius 450.26 feet; chord bears North 71°59'15" East, 103.91 feet, distant of 104.15 feet; thence North 02°14'17" East, 4.85 feet to the POINT OF BEGINNING.

EXHIBIT B

April 28, 2006

Job No. 01-056

NOVI PAVILION, L.P. PARCEL LEGAL DESCRIPTION

Lot 3 of "Supervisor's Plat No. 4", being a part of the Southeast 1/4 of Section 15 and part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; as Recorded in Liber 54A of Plats, Page 83, Oakland County Records, Excepting therefrom; commencing at the Southeast Corner of said Lot 3 for a Point of Beginning; thence North 76°59'22" West, 5.08 feet; thence North 01°43'21" West, 58.10 feet; thence South 77°25'57" East, 6.86 feet; thence South 00°00'00" East, 57.72 feet, to the Point of Beginning. All of the above containing 0.481 Acres. All of the above being subject to easements, restrictions, and rights-of-ways of records. All of the above being subject to the rights of the public in Novi Road.

EXHIBIT C (1 OF 2)

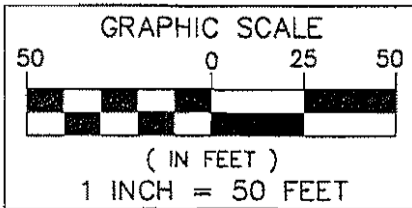
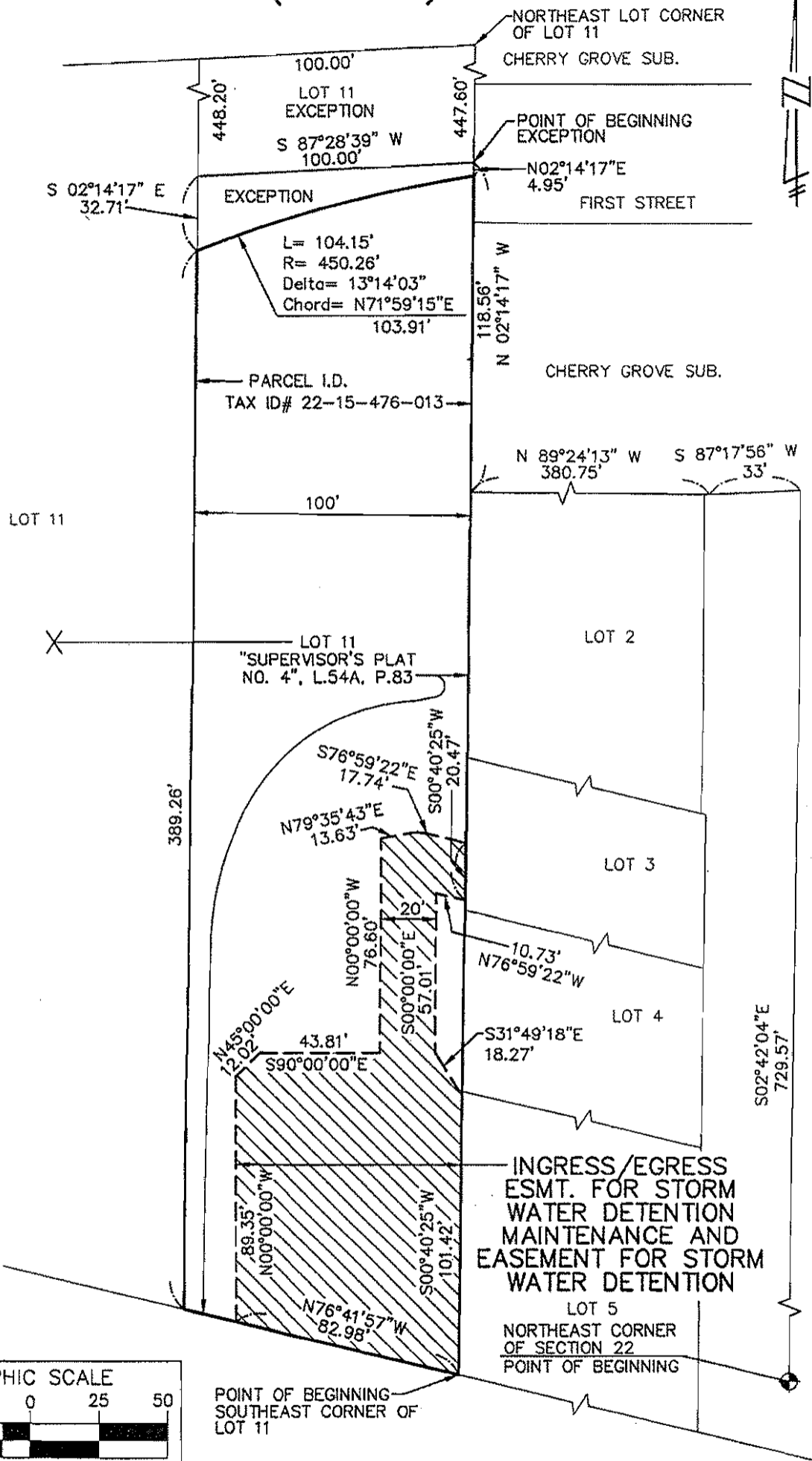
April 28, 2006
Revised August 24, 2006

Job No. 01-056

INGRESS/EGRESS EASEMENT FOR STORM WATER DETENTION MAINTENANCE AND EASEMENT FOR STORM WATER DETENTION (NOVI ROAD SITE) LEGAL DESCRIPTION

An ingress/egress easement for storm water detention maintenance being a part of Lot 11 of "Supervisor's Plat No. 4", as recorded in Liber 54A of Plats, Page 83, Oakland County Records; also known as City of Novi Parcel I.D. number 22-15-476-013. Said Easement being more particularly described as commencing at the Southeast corner of said lot 11 as the POINT OF BEGINNING (said point also being the Southwest corner of Lot 5 of said "Supervisor's Plat No. 4"); thence North 76°41'57" West, 82.98 feet, along the Southerly line of said Lot 11; thence North 00°00'00" West, 89.35 feet; thence North 45°00'00" East, 12.02 feet; thence South 90°00'00" East, 43.81 feet; thence North 00°00'00" West, 76.60 feet; thence North 79°35'43" East, 13.63 feet; thence South 76°59'22" East, 17.74 feet; thence South 00°40'25" West, 20.47 feet, along the Easterly line of said Lot 11; thence North 76°59'22" West, 10.73 feet; thence South 00°00'00" East, 57.01 feet; thence South 31°49'18" East, 18.27 feet; thence South 00°40'25" West, 101.42 feet, along the Easterly line of said Lot 11, to the POINT OF BEGINNING.

EXHIBIT C (2 OF 2)



INGRESS/EGRESS EASEMENT FOR STORM WATER DETENTION MAINTENANCE

REV. 8-24-2006



ATWELL-HICKS
Engineering • Surveying • Planning
Environmental • Water/Wastewater

40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123
(248) 522-8300

EXHIBIT DRAWING
(NOV ROAD SITE)
SECTION 15, T.1N., R.8E.,
CITY OF NOV
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	04-28-2006
JOB NO.:	01-056
DWG FILE:	01-056EE
DRAWN BY:	RGP
CHECK:	KAL
SHEET:	3 OF 3

Exhibit E

**Annual Estimated Cost for
Maintenance & Repairs**
1st Year 2nd Year 3rd Year

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping or erosion around end sections. Ensure storm sewer pipes are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and pipes. Replace damaged storm sewer.	\$500	\$550	\$606
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion. Replace vegetation.	\$400	\$440	\$484
Sediment/Detention Basin	Every three months, check depth of sediment. Check basin for piping, seepage, or mechanical damage. Check for soil caking around standpipes. Ensure outfall is not causing erosion.	Remove sediment that accumulates to no more than 50% of basin volume. Remove caking from around standpipe. Implement energy dissipation measures to prevent erosion. Repair basin or outfall erosion.	\$700	\$770	\$847
Oil & Gas Separators	After each storm that meets or exceeds a 10-year storm event, inspect & clean out as necessary.	Remove sediment and debris clogging sediment tank.	\$400	\$440	\$484
Total:			\$2,000	\$2,200	\$2,420