



CITY of NOVI CITY COUNCIL

Agenda Item C
February 26, 2018

SUBJECT: Approval of two Storm Drainage Facility Maintenance Easement Agreements, acceptance of a Warranty Deed for additional right-of-way along Meadowbrook Road, and acceptance of a sidewalk easement and two pathway easements as part of the Beacon Hill Meadows, Beacon Hill Trailhead Park and Shoppes at Beacon Hill developments located on the east side of Meadowbrook Road and north of Twelve Mile Road (Parcels 22-12-352-040, -051, -052).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Pulte Homes of Michigan, LLC is the developer of Beacon Hill Meadows, a single family residential development located on the east side of Meadowbrook Road and north of Twelve Mile Road. A majority of the site work is complete, and homes are under construction.

Ivanhoe Meadowbrook, LLC is the developer of Beacon Hill Trailhead Park and The Shoppes at Beacon Hill located north of Twelve Mile Road and east of Meadowbrook Road. A drain relocation and storm water detention basin have been completed but otherwise the sites are in the design stage.

Storm Drainage Facility Maintenance Easement Agreements:

Pulte Homes of Michigan, LLC is requesting the acceptance of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the Beacon Hill Meadows development. Ivanhoe Meadowbrook, LLC is requesting the acceptance of the SDFMEA associated with the storm water basin located on the Shoppes and Trailhead sites.

The SDFMEA is a requirement of the Storm Water Management Ordinance and details the responsibilities of the eventual property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance of the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner. In this particular case, the property owner owns and agrees to maintain the storm water detention basin and is providing an access easement to the basin. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site storm water system.

Warranty Deed for Additional Right-of-way along Meadowbrook Road:

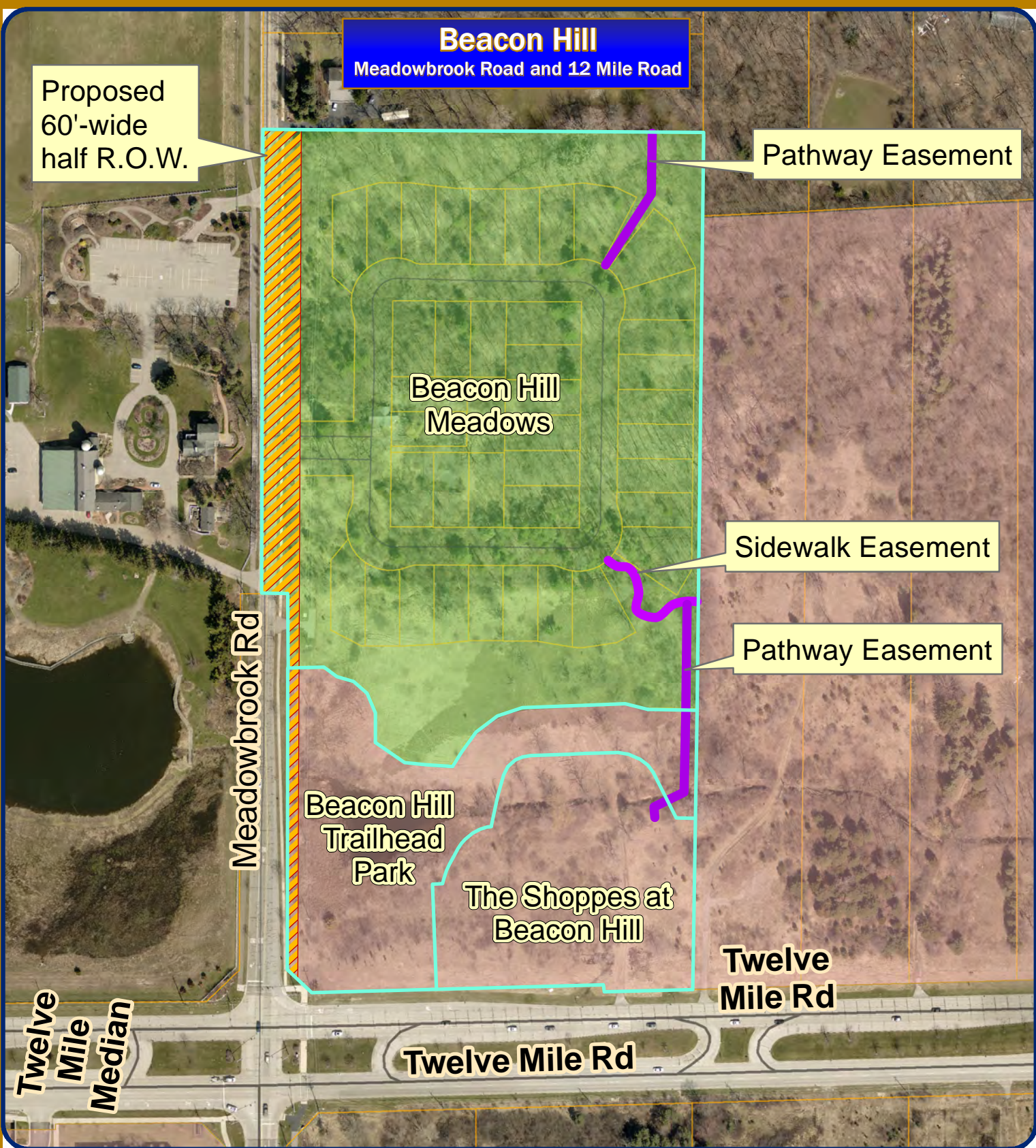
Ivanhoe Meadowbrook, LLC is requesting the acceptance of a warranty deed for the additional right-of-way along Meadowbrook Road dedicating the master planned 60-foot right-of-way for Meadowbrook Road along the frontage of the Beacon Hill Meadows and Beacon Hill Park Trailhead site, as proposed on the approved site plan.

Sidewalk Easement and Pathway Easements:

Pulte Homes of Michigan, LLC and Ivanhoe Meadowbrook, LLC are requesting the acceptance of a sidewalk easement and two pathway easements to satisfy conditions in the Beacon Hill Meadows site plan. As part of the approved site plan, Pulte included a concrete sidewalk from Hummingdale Circle east to the vacant parcel and a gravel pathway south to the Shoppes at Beacon Hill, both of which are outside of road right-of-way. An easement is also being donated outside of road right-of-way from Hummingdale Circle north to the property line for future connectivity consideration.

The enclosed agreements, warranty deed, and easements have been favorably reviewed by the City Attorney (Beth Saarela, January 26 and 29, 2018) and the City Engineering Consultant (Spalding DeDecker, January 25, 2018) and are recommended for approval.

RECOMMENDED ACTION: Approval of two Storm Drainage Facility Maintenance Easement Agreements, acceptance of a Warranty Deed for additional right-of-way along Meadowbrook Road, and acceptance of a sidewalk easement and two pathway easements as part of the Beacon Hill Meadows, Beacon Hill Trailhead Park and Shoppes at Beacon Hill developments located on the east side of Meadowbrook Road and north of Twelve Mile Road (Parcels 22-12-352-040, -051, -052).



Map Author: Theresa Bridges
Date: February 12, 2018
Project:
Version #:

Amended By:
Date:
Department:

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.



City of Novi
Engineering Division
Department of Public Services
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



1 inch = 208 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 29, 2018

Jeffrey Herczeg, Director of Public Services
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

Re: Beacon Hill Meadows JSP15-0008
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Herczeg:

We have received and reviewed, and enclosed please find the on-site and off-site Storm Drainage Facility Maintenance Easement Agreements for storm water drainage and detention facilities serving the Beacon Hill Meadows residential site condominium development. The Storm Drainage Facility Maintenance Easement Agreements are in the City's standard format and are acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached Exhibits. The Agreements appear to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreements should be recorded with Oakland County Records by the City Clerk's Office.

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

Sincerely,


JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Elizabeth K. Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)

Jeffrey Herczeg, Director of Public Services

January 29, 2018

Page 2

Sri Komaragiri, Planner (w/Enclosures)

Hannah Smith, Planning Assistant (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Theresa Bridges, Construction Engineer (w/Enclosures)

George Melistas, Senior Engineering Manager (w/Enclosures)

Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)

Gregory Gamalski, Esquire (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made this 12th day of January, 2018, by and between Ivanhoe Meadowbrook, LLC a Michigan Limited Liability Company, whose address is 6689 Orchard Lake Rd., Suite 314, West Bloomfield, MI 48322, as owner of the property described herein ("Ivanhoe") and the City of Novi, a Michigan Municipal Corporation, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Ivanhoe is the owner of a certain parcel of land situated in Section 12 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property").
- B. The Property shall contain 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 the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, Ivanhoe hereby covenants and agrees that as the owner of the Property, shall at its own 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. For clarity, Ivanhoe shall be responsible for compliance with this Agreement as to the Property only. Similarly, in the event of a violation of this Agreement as to the Property described in this Agreement, the City's rights shall only apply to such portion of the Property in violation of this Agreement. Similarly, in the event of a violation of this Agreement, the City's rights shall only apply to such portion of the storm drainage facilities located on the Property.

Ivanhoe 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 B**.

In the event that Ivanhoe 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 Ivanhoe 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 Ivanhoe 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 D, 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 Owner within thirty (30) days of a billing to Ivanhoe. 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 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 Ivanhoe, and, in such event, Ivanhoe shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

Ivanhoe, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

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 has executed this Agreement as of the day and year first above set forth.

CITY OF NOVI

A Municipal Corporation

By:

Its:


STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this _____ day of January, 2018, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

IVANHOE


Ivanhoe Meadowbrook, LLC a Michigan Limited Liability Company

By: 
Gary Shapiro Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

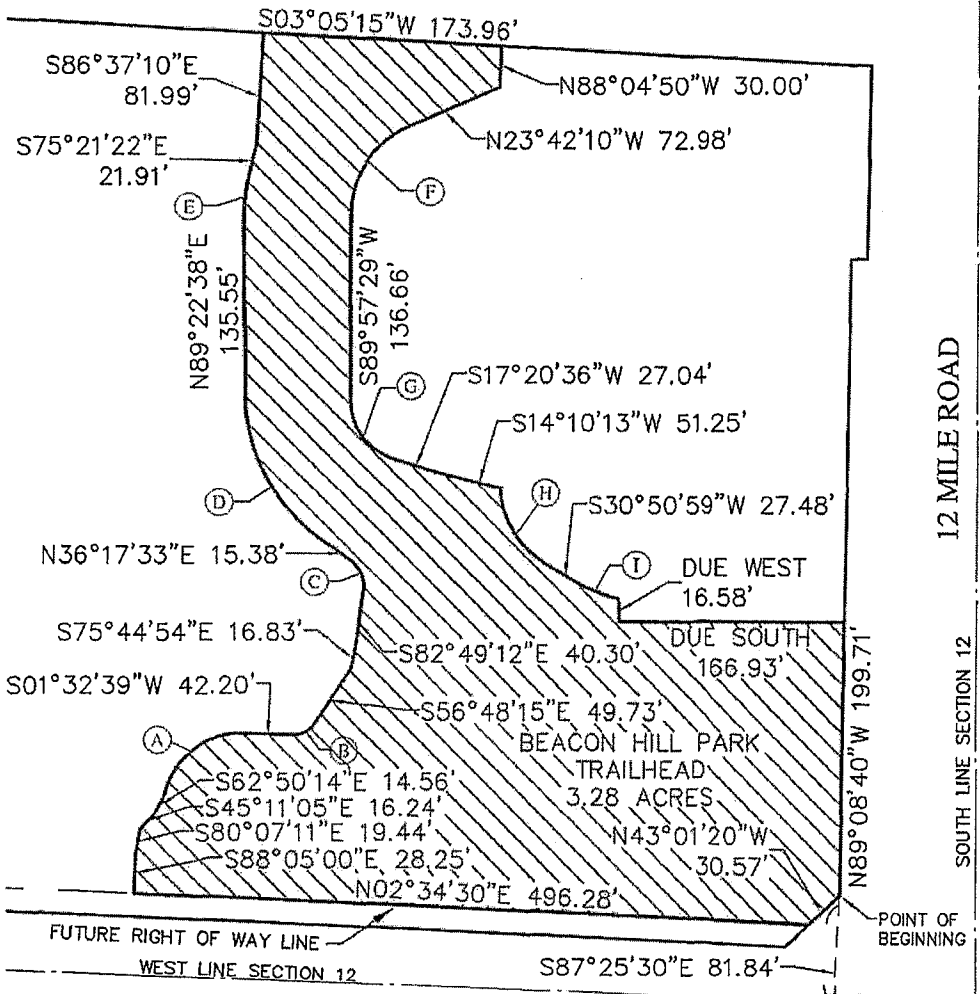
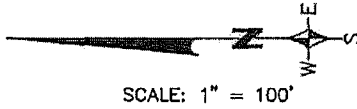
The foregoing instrument was acknowledged before me this 12th day of January, 2018, by Gary Shapiro, as the Manager of Ivanhoe Meadowbrook, LLC.

NADA MARKOVIC JUDGE
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jun. 15, 2023
Acting in the County of


Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 6-15-23

<p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331</p>	<p>And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375</p>
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EXHIBIT 'A'



LEGEND

(A) CURVE

SEE SHEET 2/2 FOR LEGAL AND CURVE DATA

REVISIONS			DATE	SCALE HOR: 1" = 100' FIELD BOOK NO.
ITEM	DATE	BY		
FOR SUBMITTAL	11-16-17	PTG	9-29-16	
PER OWNER REVIEW	12-1-17	PTG		

NOVI		MICHIGAN	
ZIMET WOZNIAK & ASSOCIATES			
Civil Engineers & Land Surveyors			
55800 GRAND RIVER AVE SUITE 100			
NEW HUDSON, MICHIGAN 48165			
P: (248) 437-5099 F: (248) 437-5232 www.zimetwozniak.com			

DESIGNED BY	JOB NO. 14151
DRAWN BY PTG	SHEET NO. 1/2

© COPYRIGHT 2016

EXHIBIT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 104.54 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 81.84 FEET TO THE POINT OF BEGINNING; THENCE N. 43°01'20" W. 30.57 FEET TO A POINT ON THE FUTURE EAST RIGHT OF WAY LINE OF MEADOWBROOK ROAD; THENCE ALONG SAID EAST LINE N. 02°34'30" E. 496.28 FEET; THENCE S. 88°05'00" E. 28.25 FEET; THENCE S. 80°07'11" E. 19.44 FEET; THENCE S. 45°11'05" E. 16.24 FEET; THENCE S. 62°50'14" E. 14.56 FEET; THENCE 74.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 56.27 FEET, CENTRAL ANGLE 75°45'42" AND A CHORD THAT BEARS S. 40°51'01" E. 69.11 FEET; THENCE S. 01°32'39" W. 42.20 FEET; THENCE 14.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 19.51 FEET, CENTRAL ANGLE 43°17'57" AND A CHORD THAT BEARS S. 27°08'04" E. 14.40 FEET; THENCE S. 56°48'15" E. 49.73 FEET; THENCE S. 75°44'54" E. 16.83 FEET; THENCE S. 82°49'12" E. 40.30 FEET; THENCE 26.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 22.44 FEET, CENTRAL ANGLE 68°44'18" AND A CHORD THAT BEARS N. 66°44'10" E. 25.33 FEET; THENCE N. 36°17'33" E. 15.38 FEET; THENCE 126.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 133.92 FEET, CENTRAL ANGLE 54°10'14" AND A CHORD THAT BEARS N. 58°19'11" E. 121.95 FEET; THENCE N. 89°22'38" E. 135.55 FEET; THENCE 34.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 140.58 FEET, CENTRAL ANGLE 14°13'20" AND A CHORD THAT BEARS S. 84°02'00" E. 34.81 FEET; THENCE S. 75°21'22" E. 21.91 FEET; THENCE S. 86°37'10" E. 81.99 FEET; THENCE S. 03°05'15" W. 173.96 FEET; THENCE N. 88°04'50" W. 30.00 FEET; THENCE N. 23°42'10" W. 72.98 FEET; THENCE 80.21 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 70.11 FEET, CENTRAL ANGLE 65°32'47" AND A CHORD THAT BEARS N. 56°28'33" W. 75.90 FEET; THENCE S. 89°57'29" W. 136.66 FEET; THENCE 60.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 46.05 FEET, CENTRAL ANGLE 74°57'54" AND A CHORD THAT BEARS S. 52°28'31" W. 56.04 FEET; THENCE S. 17°20'36" W. 27.04 FEET; THENCE S. 14°10'13" W. 51.25 FEET; THENCE 68.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 71.58 FEET, CENTRAL ANGLE 54°36'15" AND A CHORD THAT BEARS S. 58°09'06" W. 65.67 FEET; THENCE S. 30°50'59" W. 27.48 FEET; THENCE 32.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 119.62 FEET, CENTRAL ANGLE 15°27'59" AND A CHORD THAT BEARS S. 20°43'16" W. 32.19 FEET; THENCE DUE WEST 16.58 FEET; THENCE DUE SOUTH 166.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 12 MILE ROAD (WIDTH VARIES); THENCE ALONG SAID NORTH LINE N. 89°08'40" W. 199.71 FEET TO THE POINT OF BEGINNING. CONTAINING 3.28 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

CURVE DATA

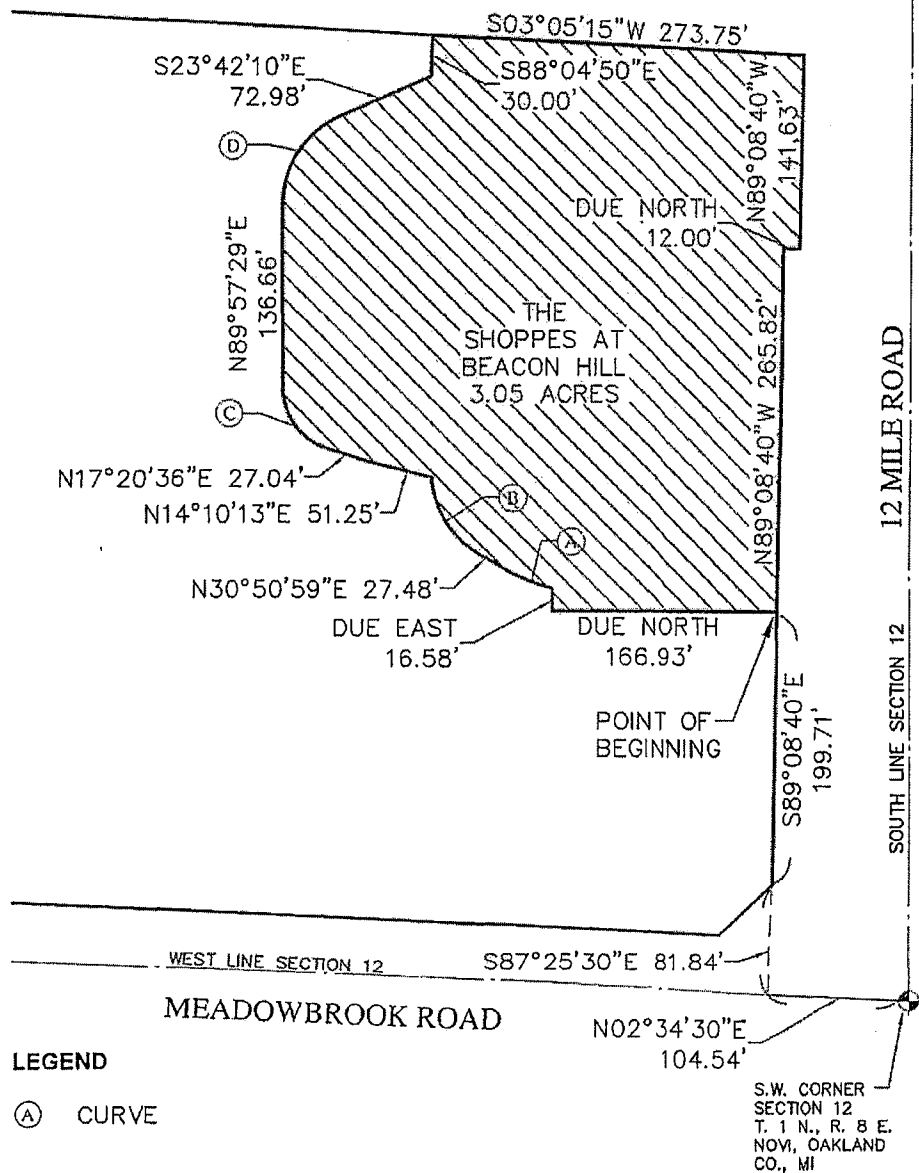
CURVE	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
A	74.41'	56.27'	75°45'42"	S 40°51'01" E	69.11'
B	14.75'	19.51'	43°17'57"	S 27°08'04" E	14.40'
C	26.92'	22.44'	68°44'18"	N 66°44'10" E	25.33'
D	126.62'	133.92'	54°10'14"	N 58°19'11" E	121.95'
E	34.90'	140.58'	14°13'20"	S 84°02'00" E	34.81'
F	80.21'	70.11'	65°32'47"	N 56°28'33" W	75.90'
G	60.25'	46.05'	74°57'54"	S 52°28'31" W	56.04'
H	68.22'	71.58'	54°36'15"	S 58°09'06" W	65.67'
I	32.29'	119.62'	15°27'59"	S 20°43'16" W	32.19'

REVISIONS			BEACON HILL PARK TRAILHEAD		DATE	SCALE
ITEM	DATE	BY			9-29-16	HOR 1" =
FOR SUBMITTAL	11-16-17	PTG	NOVI	MICHIGAN	FIELD BOOK NO.	
PER OWNER REVIEW	12-1-17	PTG	 Civil Engineers & Land Surveyors <small>55800 GRAND RIVER AVE, SUITE 100 NEW HUDSONS, MI 48165 P: (248) 432-3099 F: (248) 432-3222 www.zeimetwozniak.com</small>		DESIGNED BY	JOB NO.
					PTG	14151
					DRAWN BY	SHEET NO.
					PTG	2/2
						© COPYRIGHT 2016

EXHIBIT 'A'



SCALE: 1" = 100'



LEGEND

(A) CURVE

SEE SHEET 2/2 FOR LEGAL AND CURVE DATA

REVISIONS			THE SHOPPES AT BEACON HILL		DATE	SCALE	
ITEM	DATE	BY			9-29-16	HOR: 1" = 100'	FIELD BOOK NO.
			NOVI	MICHIGAN	DESIGNED BY	JOB NO.	© COPYRIGHT 2016
			Z E I M E T W O Z N I A K & ASSOCIATES Civil Engineers & Land Surveyors 55301 GRAND RIVER AVE., SUITE 100 NEW HUDSON, MICHIGAN 48163 P: (248) 437-5099 F: (248) 437-5222 www.zeimetrozniak.com		PTG	SHEET NO.	

EXHIBIT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 104.54 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 81.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 12 MILE ROAD (WIDTH VARIES); THENCE ALONG SAID NORTH LINE S. 89°08'40" E. 199.71 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH 166.93 FEET; THENCE DUE EAST 16.58 FEET; THENCE 32.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 119.62 FEET, CENTRAL ANGLE 15°27'59" AND A CHORD THAT BEARS N. 20°43'16" E. 32.19 FEET; THENCE N. 30°50'59" E. 27.48 FEET; THENCE 68.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 71.58 FEET, CENTRAL ANGLE 54°36'15" AND A CHORD THAT BEARS N. 58°09'06" E. 65.67 FEET; THENCE N. 14°10'13" E. 51.25 FEET; THENCE N. 17°20'36" E. 27.04 FEET; THENCE 60.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 46.05 FEET, CENTRAL ANGLE 74°57'54" AND A CHORD THAT BEARS N. 52°28'31" E. 56.04 FEET; THENCE N. 89°57'29" E. 136.66 FEET; THENCE 80.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 70.11 FEET, CENTRAL ANGLE 65°32'47" AND A CHORD THAT BEARS S. 56°28'33" E. 75.90 FEET; THENCE S. 23°42'10" E. 72.98 FEET; THENCE S. 86°04'50" E. 30.00 FEET; THENCE S. 03°05'15" W. 273.75 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF 12 MILE ROAD; THENCE THE FOLLOWING 3 (3) COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF 12 MILE ROAD 1) N. 89°08'40" W. 141.63 FEET, 2) DUE NORTH 12.00 FEET AND 3) N. 89°08'40" W. 265.82 FEET TO THE POINT OF BEGINNING. CONTAINING 3.05 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

CURVE DATA

<u>CURVE</u>	<u>ARC</u>	<u>RADIUS</u>	<u>CENTRAL ANGLE</u>	<u>CHORD BEARING</u>	<u>CHORD LENGTH</u>
A	32.29'	119.62'	15°27'59"	N 20°43'16" E	32.19'
B	68.22'	71.58'	54°36'15"	N 58°09'06" E	65.67'
C	60.25'	46.05'	74°57'54"	N 52°28'31" E	56.04'
D	80.21'	70.11'	65°32'47"	S 56°28'33" E	75.90'

REVISIONS			THE SHOPPES AT BEACON HILL		DATE	SCALE	
ITEM	DATE	BY			9-29-16	HOR: 1" =	FIELD BOOK NO.
			NOVI	MICHIGAN	DESIGNED BY	JOB NO.	© COPYRIGHT 2016
			Z E I M E T W O Z N I A K & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE. SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com			14151	
						DRAWN BY	SHEET NO.
				PTG	2/2		

EXHIBIT 'B'

MAINTENANCE TASKS AND SCHEDULE

TASKS:	SCHEDULE:	BUDGET AMOUNT:
Inspect for sediment accumulation (Storm sewer and basins)	Annually	\$ 500.00
Removal of sediment accumulation	As needed*	\$ 1,000.00
Inspect for floatables and debris	Annually	\$ 250.00
Cleaning of floatables and debris	Annually	\$ 500.00
Inspection for erosion	Annually	\$ 225.00
Reestablish permanent vegetation on eroded slopes	As needed*	\$ 1,000.00
Mowing	0 to 2 times per year	\$ 1,500.00
Inspect structural elements during wet weather and compare to as-built plans (by a professional engineer reporting to the Association)	Annually	\$ 1,500.00
Make adjustments or replacements as determined by inspection	As needed*	\$ 1,200.00
Total Annual Budget		\$ 7,675.00

As needed means when sediment has accumulated to a depth of one foot. Total Annual Budget \$7,675.00

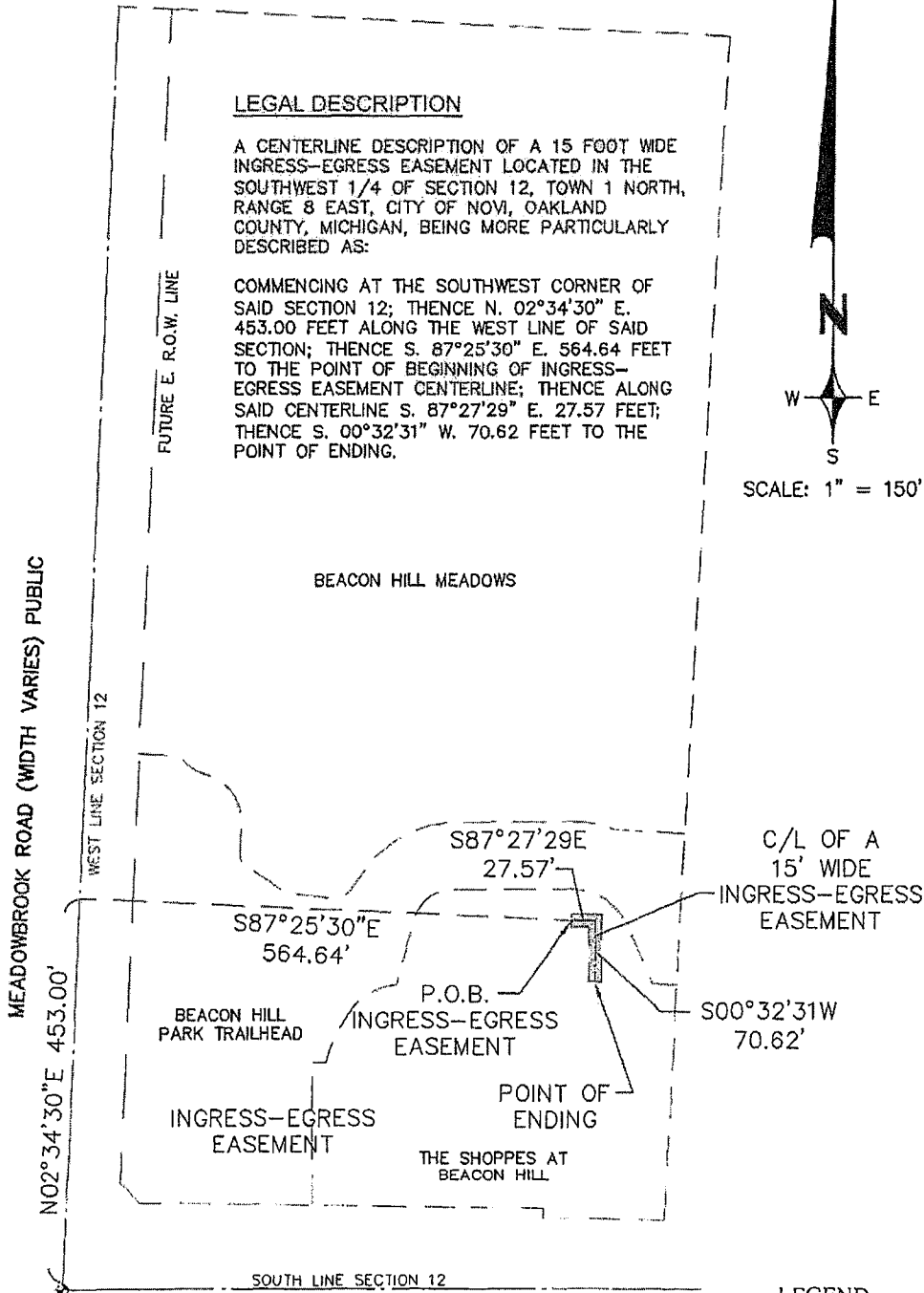
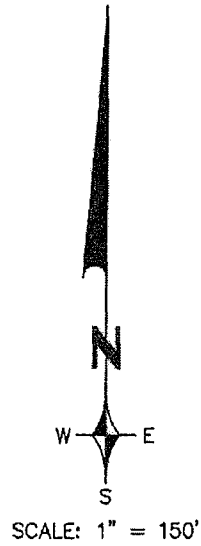
REVISIONS <small>ITEM DATE BY</small>			STORMWATER DRAINAGE FACILITY MAINTENANCE TASK & BUDGET NOV MICHIGAN		DATE 12/1/17	SCALE 1" = 1' FIELD BOOK NO.
ZEIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE., SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com					DESIGNED BY RH	JOB NO. 14151
					DRAWN BY PTC	SHEET NO. 1/1

EXHIBIT 'C'

LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION OF A 15 FOOT WIDE INGRESS-EGRESS EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 453.00 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 564.64 FEET TO THE POINT OF BEGINNING OF INGRESS-EGRESS EASEMENT CENTERLINE; THENCE ALONG SAID CENTERLINE S. 87°27'29" E. 27.57 FEET; THENCE S. 00°32'31" W. 70.62 FEET TO THE POINT OF ENDING.



S.W. CORNER
SECTION 12
T. 1 N., R. 8 E.
CITY OF NOVI,
OAKLAND CO., MI

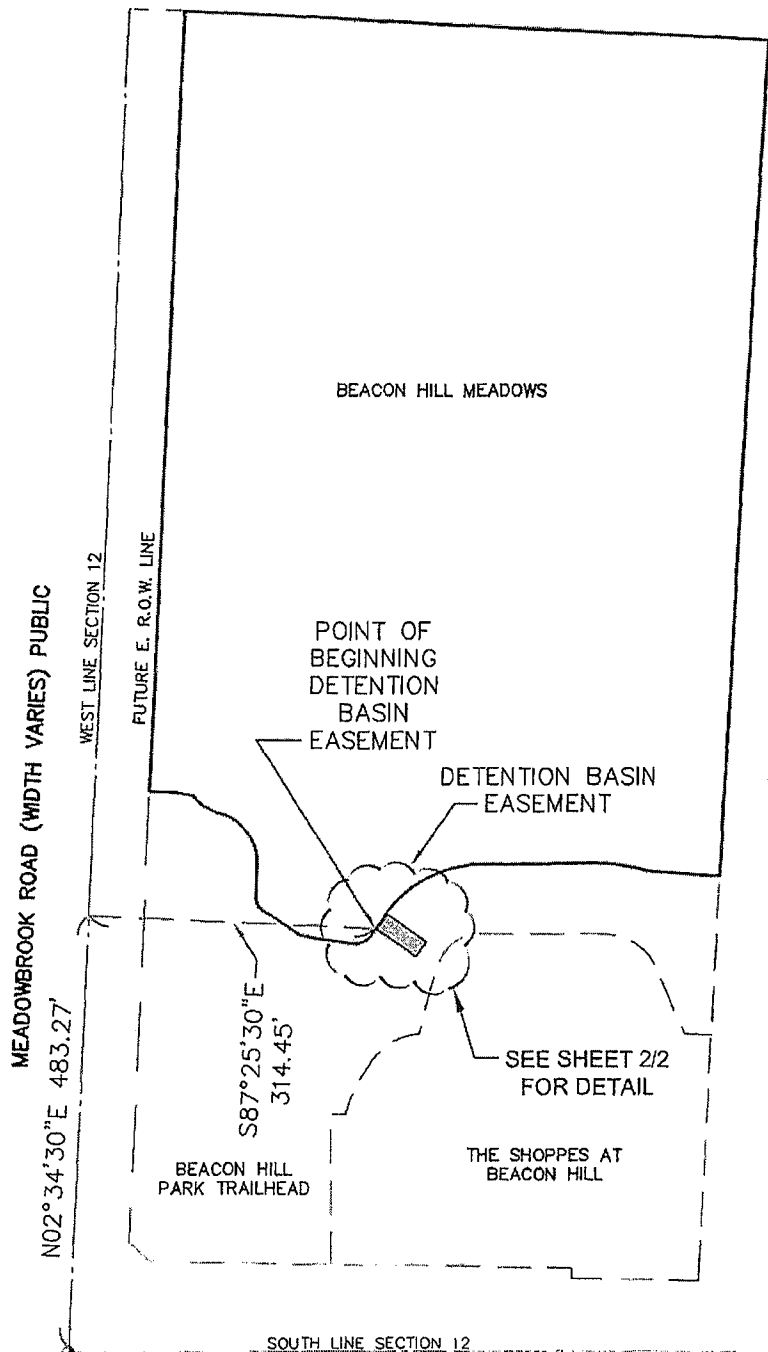
12 MILE ROAD (WIDTH VARIES) PUBLIC

LEGEND

- P.O.B. POINT OF BEGINNING
- C/L CENTERLINE

REVISIONS			INGRESS-EGRESS EASEMENT THE SHOPPES AT BEACON HILL NOVI MICHIGAN	DATE	SCALE
ITEM	DATE	BY		1-9-17	HOR: 1" = 150'
					FIELD BOOK NO.
				DESIGNED BY	JOB NO. 14151
				DRAWN BY PTG	SHEET NO. 1/1
<p align="center">ZEIMET WOZNAK ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE SUITE 100 NEW HUDSON, MICHIGAN 48165 P (248) 437-5099 F (248) 437-3222 www.zeimstowozniak.com</p>					© COPYRIGHT 2016

EXHIBIT 'D'



S.W. CORNER SECTION 12
T. 1 N., R. 8 E.
CITY OF NOVI,
OAKLAND CO., MI

12 MILE ROAD (WIDTH VARIES) PUBLIC

SEE SHEET 2/4 FOR LEGAL DESCRIPTION.



SCALE: 1" = 150'

REVISIONS			
ITEM	DATE	BY	
REVISE LEGAL	5-11-17	PTG	
PER OWNER REVIEW	12-1-17	PTG	
FOR SUBMITTAL	1-11-18	PTG	

**DETENTION BASIN EASEMENT
BEACON HILL MEADOWS**

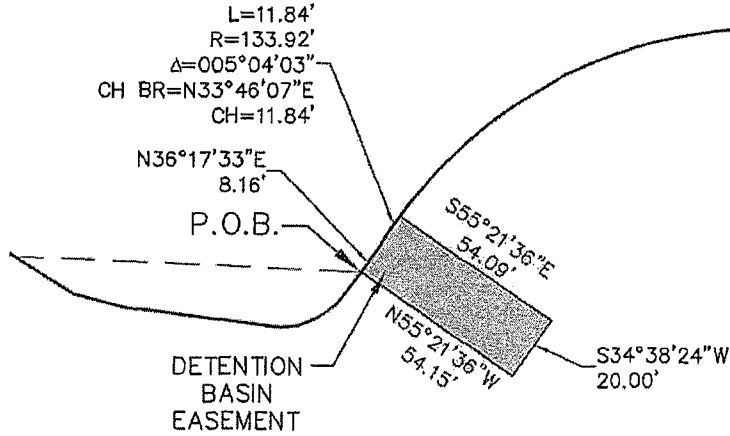
NOVI MICHIGAN

ZEIMET WOZNAK & ASSOCIATES
Civil Engineers & Land Surveyors
5580 GRAND RIVER AVE. SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5819 F: (248) 437-5222 www.zeimetwoznak.com

DATE	1-9-17	SCALE	HOR: 1" = 150'
			FIELD BOOK NO
DESIGNED BY		JOB NO.	14151
DRAWN BY	PTG	SHEET NO.	1/4

© COPYRIGHT 2016

EXHIBIT 'D'



DETAIL

SCALE: 1"=40'

LEGEND

P.O.B. POINT OF BEGINNING

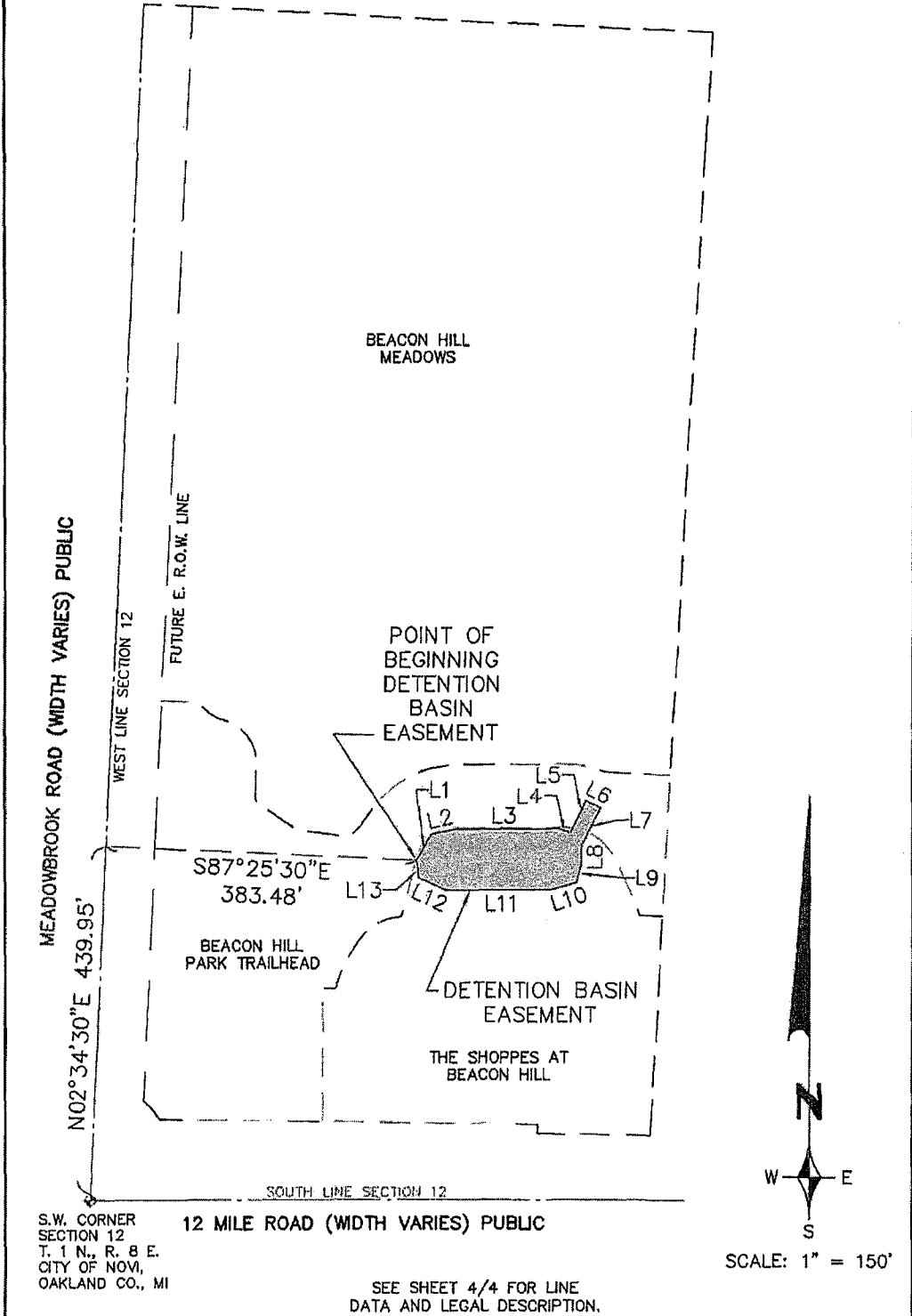
LEGAL DESCRIPTION

A DESCRIPTION OF A DETENTION BASIN EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 483.27 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 314.45 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE N. 36°17'33" E. 8.16 FEET; THENCE 11.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 133.92 FEET, CENTRAL ANGLE 05°04'03" AND A CHORD THAT BEARS N. 33°46'07" E. 11.84 FEET; THENCE S. 55°21'36" E. 54.09 FEET; THENCE S. 34°38'24" W. 20.00 FEET; THENCE N. 55°21'36" W. 54.15 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT.

REVISIONS			DETENTION BASIN EASEMENT BEACON HILL MEADOWS	DATE 1-9-17	SCALE HOR: 1" =	
ITEM	DATE	BY			FIELD BOOK NO.	
REVISE LEGAL	6-11-17	PTG	NOVI	DESIGNED BY	JOB NO. 14151	SHEET NO. 2/4
PER OWNER REVIEW	12-1-17	PTG				
FOR SUBMITTAL	6-11-18	PTG	Z EIMET W OZ NIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P. (248) 437-5069 F. (248) 437-5222 www.zeimetroz.com		© COPYRIGHT 2016	
			MICHIGAN			

EXHIBIT 'D'



REVISIONS			DETENTION BASIN EASEMENT THE SHOPPES AT BEACON HILL		DATE	SCALE
ITEM	DATE	BY			1-9-17	HOR: 1" = 150'
REVISED LINE L13 FOR SUBMITTAL	11-16-17	PTG	NOVI	MICHIGAN		FIELD BOOK NO.
			ZEIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48163 P: (248) 437-5899 F: (248) 437-5222 www.zeimetwozniak.com		DESIGNED BY	JOB NO. 14151
					DRAWN BY PTG	SHEET NO. 3/4

© COPYRIGHT 2016

EXHIBIT 'D'

Line Table		
Line #	Direction	Length
L1	N29°22'45"E	36.25
L2	N76°43'37"E	28.33
L3	N89°41'27"E	127.67
L4	S74°36'19"E	16.36
L5	N26°30'18"E	43.64
L6	S63°29'42"E	20.00
L7	S26°30'18"W	52.46
L8	S00°23'23"W	24.32
L9	S16°42'16"W	22.01
L10	S73°01'23"W	30.38
L11	S89°42'14"W	131.75
L12	N65°32'03"W	36.25
L13	N06°18'41"W	22.46

LEGAL DESCRIPTION

A DESCRIPTION OF A DETENTION BASIN EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 439.95 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 383.48 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE N. 29°22'45" E. 36.25 FEET; THENCE N. 76°43'37" E. 28.33 FEET; THENCE N. 89°41'27" E. 127.67 FEET; THENCE S. 74°36'19" E. 16.36 FEET; THENCE N. 26°30'18" E. 43.64 FEET; THENCE S. 63°29'42" E. 20.00 FEET; THENCE S. 26°30'18" W. 52.46 FEET; THENCE S. 00°23'23" W. 24.32 FEET; THENCE S. 16°42'16" W. 22.01 FEET; THENCE S. 73°01'23" W. 30.38 FEET; THENCE S. 89°42'14" W. 131.75 FEET; THENCE N. 65°32'03" W. 36.25 FEET; THENCE N. 06°18'41" W. 22.46 FEET TO THE POINT OF BEGINNING.

<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>ITEM</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>REVISED LINE L13 FOR SUBMITTAL</td> <td>11-16-17</td> <td>PTG</td> </tr> <tr> <td></td> <td>11-11-18</td> <td>PTG</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>			REVISIONS			ITEM	DATE	BY	REVISED LINE L13 FOR SUBMITTAL	11-16-17	PTG		11-11-18	PTG													<p align="center">DETENTION BASIN EASEMENT THE SHOPPES AT BEACON HILL</p> <p align="center">NOVI MICHIGAN</p>		<p>DATE 1-9-17</p>	<p>SCALE HOR: 1" =</p> <p>FIELD BOOK NO.</p>
REVISIONS																														
ITEM	DATE	BY																												
REVISED LINE L13 FOR SUBMITTAL	11-16-17	PTG																												
	11-11-18	PTG																												
<p align="center">Z EIMET W OZNAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com</p>			<p>DESIGNED BY</p>	<p>JOB NO. 14151</p>	<p>© COPYRIGHT 2016</p>																									
			<p>DRAWN BY PTG</p>	<p>SHEET NO. 4/4</p>																										

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 1st day of January, 2018, by and between Pulte Homes of Michigan LLC, a Michigan Limited Liability Company, whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304, as owner of the property described herein ("Pulte") and the City of Novi, a Michigan Municipal Corporation, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Pulte is the owner and developer of a certain parcel of land situated in Section 12 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Pulte has received final site plan approval for construction of a single family site condominium development on the Property.

- B. The Property shall contain 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 the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, Pulte hereby covenants and agrees that as the owner of the Property, shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system located on the Property, to insure that the same continue to function as intended. Pulte shall be responsible for compliance with this Agreement as to the Property only, and to the extent that a portion of the storm drainage facilities described herein are located on neighboring property, Pulte shall have no obligation to maintain storm drainage facilities not located on the Property or any liability in relation to failure to maintain such storm drainage facilities. Similarly, in the event of a violation of this Agreement, the City's rights shall only apply to such portion of the storm drainage facilities located on the Property.

Pulte 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 B**.

In the event that the Pulte 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 Pulte 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 Pulte 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 D** 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 Pulte within thirty (30) days of a billing to Pulte. 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 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 Pulte, and, in such event, Pulte shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

Pulte, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

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, Pulte has executed this Agreement as of the day and year first above set forth.

PULTE

Pulte Homes of Michigan LLC, a Michigan Limited Liability Company

By: Paul Schyck

Paul Schyck

Its: Director of Land Development

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 12 day of January, 2018, by Paul Schyck, Director of Land Development of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of the company.

Deborah Altman
Notary Public Deborah Altman
Acting in Oakland County, Michigan
My Commission Expires: July 3, 2023

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

CITY OF NOVI

A Municipal Corporation

By:

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of January, 2018,
by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
--	---

EXHIBIT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 1478.94 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°15'30" E. 60.00 FEET TO A POINT ON THE FUTURE EAST RIGHT OF WAY LINE OF MEADOWBROOK ROAD, ALSO BEING THE POINT OF BEGINNING; THENCE S. 87°15'30" E. 641.51 FEET; THENCE S. 03°05'50" W. 132.60 FEET ALONG THE EAST LINE OF WILDWOOD HILLS AS RECORDED IN LIBER 56, PAGE 4, OAKLAND COUNTY RECORDS; THENCE S. 03°05'15" W. 785.87 FEET; THENCE N. 86°37'10" W. 81.99 FEET; THENCE N. 75°21'22" W. 21.91 FEET; THENCE 34.90 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 140.58 FEET, CENTRAL ANGLE 14°13'20" AND A CHORD THAT BEARS N. 84°02'00" W. 34.81 FEET; THENCE S. 89°22'38" W. 135.55 FEET; THENCE 126.62 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 133.92 FEET, CENTRAL ANGLE 54°10'14" AND A CHORD THAT BEARS S. 58°19'11" W. 121.95 FEET; THENCE S. 36°17'33" W. 15.38 FEET; THENCE 26.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 22.44 FEET, CENTRAL ANGLE 68°44'18" AND A CHORD THAT BEARS S. 66°44'10" W. 25.33 FEET; THENCE N. 82°49'12" W. 40.30 FEET; THENCE N. 75°44'54" W. 16.83 FEET; THENCE N. 56°48'15" W. 49.73 FEET; THENCE 14.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 19.51 FEET, CENTRAL ANGLE 43°17'57" AND A CHORD THAT BEARS N. 27°08'04" W. 14.40 FEET; THENCE N. 01°32'39" E. 42.20 FEET; THENCE 74.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 56.27 FEET, CENTRAL ANGLE 75°45'42" AND A CHORD THAT BEARS N. 40°51'01" W. 69.11 FEET; THENCE N. 62°50'14" W. 14.56 FEET; THENCE N. 45°11'05" W. 16.24 FEET; THENCE N. 80°07'11" W. 19.44 FEET; THENCE N. 88°05'00" W. 28.25 FEET TO SAID FUTURE EAST RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE N. 02°34'30" E. 856.56 FEET TO THE POINT OF BEGINNING, CONTAINING 13.61 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>ITEM</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>Per Owner Review</td> <td>12/1/17</td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			ITEM	DATE	BY	Per Owner Review	12/1/17																										<p align="center">BEACON HILL MEADOWS NOVI MICHIGAN</p> <p align="center">Z E I M E T W O Z N I A K & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com</p>		<p>DATE 1-9-17</p>	<p>SCALE HOR: 1" = FIELD BOOK NO.</p>	<p>DESIGNED BY JOB NO. 14151</p>	<p>DRAWN BY SHEET NO. PTG 1/1</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">© COPYRIGHT 2016</p>
ITEM	DATE	BY																																					
Per Owner Review	12/1/17																																						

EXHIBIT 'B'

MAINTENANCE TASKS AND SCHEDULE

TASKS:	SCHEDULE:	BUDGET AMOUNT:
Inspect for sediment accumulation (Storm sewer and basins)	Annually	\$ 500.00
Removal of sediment accumulation	As needed*	\$ 1,000.00
Inspect for floatables and debris	Annually	\$ 250.00
Cleaning of floatables and debris	Annually	\$ 500.00
Inspection for erosion	Annually	\$ 225.00
Reestablish permanent vegetation on eroded slopes	As needed*	\$ 1,000.00
Mowing	0 to 2 times per year	\$ 1,500.00
Inspect structural elements during wet weather and compare to as-built plans (by a professional engineer reporting to the Association)	Annually	\$ 1,500.00
Make adjustments or replacements as determined by inspection	As needed*	\$ 1,200.00
Total Annual Budget		\$ 7,675.00

As needed means when sediment has accumulated to a depth of one foot. Total Annual Budget \$7,675.00

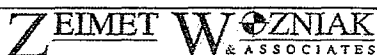
REVISIONS <small>ITEM DATE BY</small>			STORMWATER DRAINAGE FACILITY MAINTENANCE TASK & BUDGET		DATE 12/1/17	SCALE HCR: 1" = FIELD BOOK NO.
			NOVI	MICHIGAN	DESIGNED BY RH	JOB NO. 14151
			 Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE., SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DRAWN BY PTG	SHEET NO. 1/1

EXHIBIT 'C'

S87°15'30"E
60.00'

LEGEND

- P.O.B. POINT OF BEGINNING
- C/L CENTERLINE

S02°34'30"W 787.09'
FUTURE E. R.O.W. LINE

BEACON HILL MEADOWS

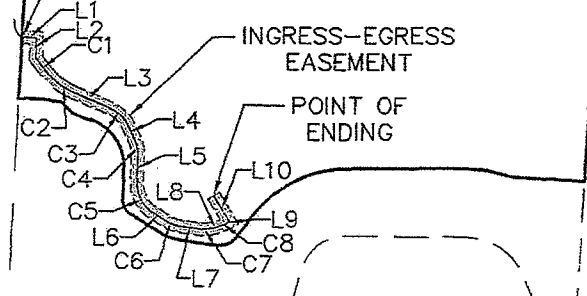
MEADOWBROOK ROAD (WIDTH VARIES) PUBLIC

N02°34'30"E 1478.94'
WEST LINE SECTION 12

P.O.B.
INGRESS-EGRESS
EASEMENT

INGRESS-EGRESS
EASEMENT

POINT OF
ENDING



BEACON HILL
PARK TRAILHEAD

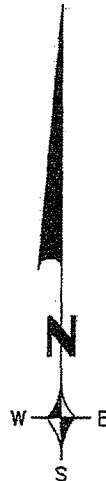
THE SHOPPES AT
BEACON HILL

SOUTH LINE SECTION 12

S.W. CORNER
SECTION 12
T. 1 N., R. 8 E.
CITY OF NOVI,
OAKLAND CO., MI

12 MILE ROAD (WIDTH VARIES) PUBLIC

SEE SHEET 2/2 FOR LINE, CURVE
DATA AND LEGAL DESCRIPTION.



SCALE: 1" = 150'

REVISIONS			INGRESS-EGRESS EASEMENT BEACON HILL MEADOWS	DATE	SCALE	
ITEM	DATE	BY			HQR: 1" = 150'	FIELD BOOK NO.
PER OWNER REVIEW	12-1-17	PTG	NOVI MICHIGAN	1-9-17		
			ZIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE. SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5223 www.zimetwozniak.com	DESIGNED BY	JOB NO.	© COPYRIGHT 2016
				PTG	14151	
					SHEET NO.	

EXHIBIT 'C'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	33.74	158.26	012°12'49"	S39°46'41"E	33.67
C2	25.31	78.47	018°28'47"	S58°35'06"E	25.20
C3	25.91	37.50	039°35'06"	S45°38'05"E	25.40
C4	17.98	37.50	027°28'35"	S12°06'15"E	17.81
C5	37.47	37.50	057°15'02"	S26°59'28"E	35.93
C6	15.94	40.79	022°23'41"	S67°16'00"E	15.84
C7	13.61	37.50	020°48'04"	N87°28'55"E	13.54
C8	12.13	37.50	018°32'05"	N67°48'51"E	12.08

Line Table		
Line #	Direction	Length
L1	S87°22'35"E	16.34
L2	S02°37'25"W	22.67
L3	S65°25'38"E	44.77
L4	S25°50'32"E	19.46
L5	S01°38'03"W	32.00
L6	S55°36'59"E	18.66
L7	S82°07'03"E	22.56
L8	N77°04'53"E	9.09
L9	N56°38'59"E	1.27
L10	N31°37'07"W	35.20

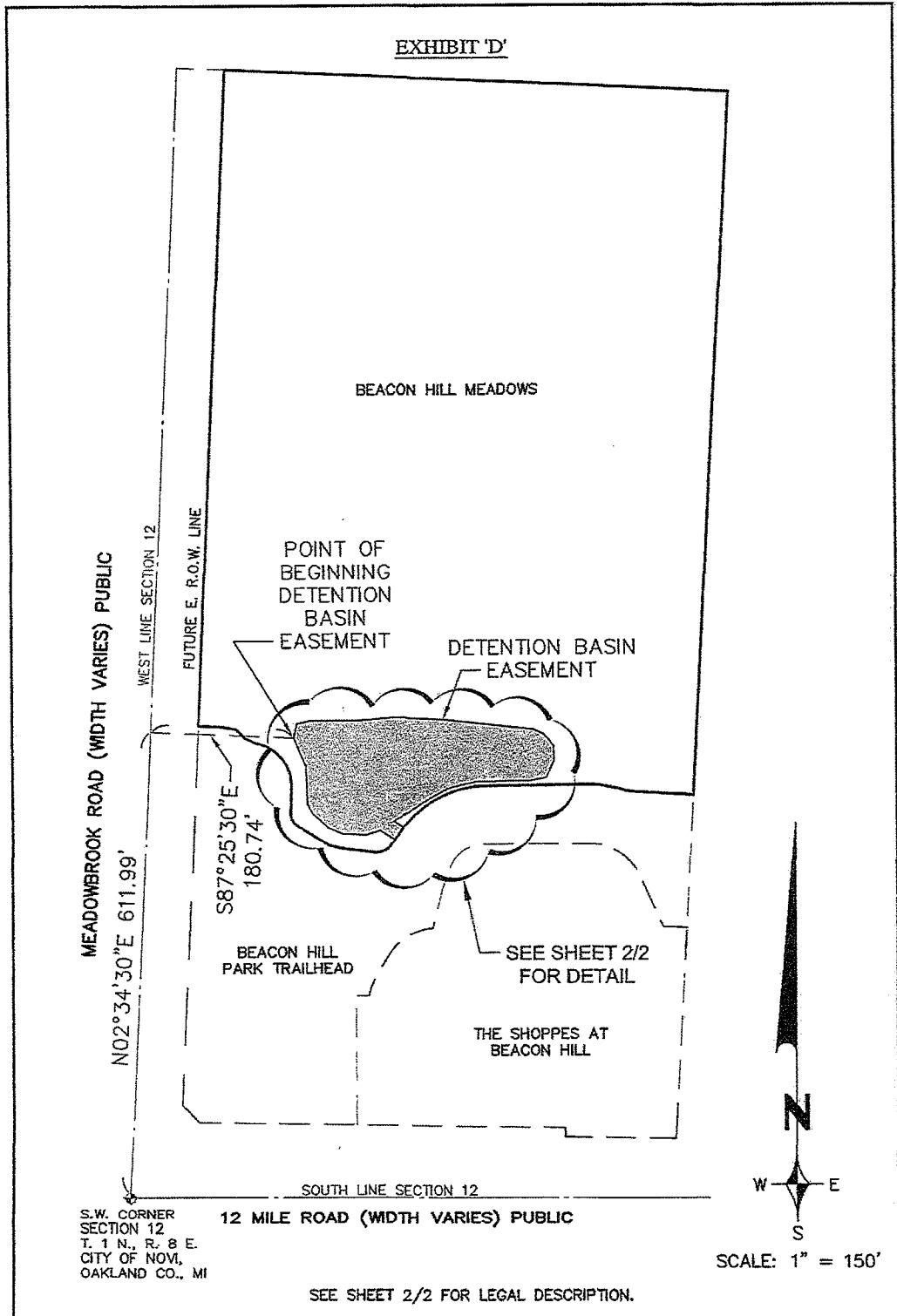
LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION OF A 15 FOOT WIDE INGRESS-EGRESS EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 1478.94 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°15'30" E. 60.00 FEET TO A POINT ON THE FUTURE EAST RIGHT OF WAY LINE OF MEADOWBROOK ROAD; THENCE ALONG SAID FUTURE EAST RIGHT OF WAY LINE S. 02°34'30" W. 787.09 FEET TO THE POINT OF BEGINNING OF INGRESS-EGRESS EASEMENT; THENCE S. 87°22'35" E. 16.34 FEET; THENCE S. 02°37'25" W. 22.67 FEET; THENCE 33.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 158.26 FEET, CENTRAL ANGLE 12°12'49" AND A CHORD THAT BEARS S. 39°46'41" E. 33.67 FEET; THENCE 25.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 78.47 FEET, CENTRAL ANGLE 18°28'47" AND A CHORD THAT BEARS S. 58°35'06" E. 25.20 FEET; THENCE S. 65°25'38" E. 44.77 FEET; THENCE 25.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 37.50 FEET, CENTRAL ANGLE 39°35'06" AND A CHORD THAT BEARS S. 45°38'05" E. 25.40 FEET; THENCE S. 25°50'32" E. 19.46 FEET; THENCE 17.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 37.50 FEET, CENTRAL ANGLE 27°28'35" AND A CHORD THAT BEARS S. 12°06'15" E. 17.81 FEET; THENCE S. 01°38'03" W. 32.00 FEET; THENCE 37.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 37.50 FEET, CENTRAL ANGLE 57°15'02" S. 26°59'28" E. 35.93 FEET; THENCE S. 55°36'59" E. 18.66 FEET; THENCE 15.94 FEET ALONG AN ARC OF A CURVE TO THE LEFT, RADIUS 40.79 FEET, CENTRAL ANGLE 22°23'41" AND A CHORD THAT BEARS S. 67°16'00" E. 15.84 FEET; THENCE S. 82°07'03" E. 22.56 FEET; THENCE 13.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 37.50 FEET, CENTRAL ANGLE 20°48'04" AND A CHORD THAT BEARS N. 87°28'55" E. 13.54 FEET; THENCE N. 77°04'53" E. 9.09 FEET; THENCE 12.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 37.50 FEET, CENTRAL ANGLE 18°32'05" AND A CHORD THAT BEARS N. 67°48'51" E. 12.08 FEET; THENCE N. 56°38'59" E. 1.27 FEET; THENCE N. 31°37'07" W. 35.20 FEET TO THE POINT OF ENDING.

REVISIONS <small>ITEM DATE BY</small> <small>PER OWNER REVIEW 12-1-17 PTG</small>			INGRESS-EGRESS EASEMENT BEACON HILL MEADOWS NOVI MICHIGAN		DATE 1-9-17	SCALE HOR: 1" = FIELD BOOK NO.
 Civil Engineers & Land Surveyors 33500 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zimetwozniak.com			DESIGNED BY PTG	JOB NO. 14151	SHEET NO. 2/2	© COPYRIGHT 2010

EXHIBIT 'D'



REVISIONS		
ITEM	DATE	BY
PER OWNER REVIEW	12-1-17	PTG

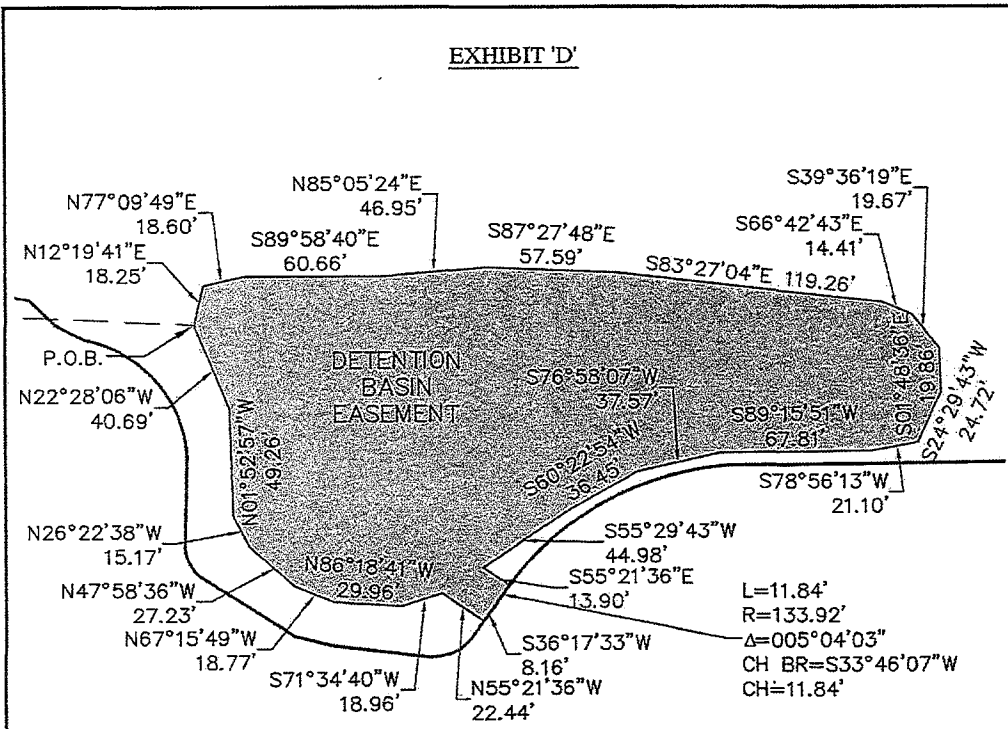
NOVI MICHIGAN

ZEIMET WOZNIAK
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 55800 GRAND RIVER AVE, SUITE 100
 NEW HUDSON, MICHIGAN 48165
 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	SCALE
1-9-17	HOR: 1" = 150'
DESIGNED BY	FIELD BOOK NO.
DRAWN BY	JOB NO.
PTG	14151
	SHEET NO.
	1/2

© COPYRIGHT 2016

EXHIBIT 'D'



DETAIL
SCALE: 1"=60'

LEGEND

P.O.B. POINT OF BEGINNING

LEGAL DESCRIPTION

A DESCRIPTION OF A DETENTION BASIN EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 611.99 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 180.74 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE N. 12°19'41" E. 18.25 FEET; THENCE N. 77°09'49" E. 18.60 FEET; THENCE S. 89°58'40" E. 60.66 FEET; THENCE N. 88°05'24" E. 46.95 FEET; THENCE S. 87°27'48" E. 57.59 FEET; THENCE S. 83°27'04" E. 119.26 FEET; THENCE S. 66°42'43" E. 14.41 FEET; THENCE S. 39°36'19" E. 19.67 FEET; THENCE S. 01°48'36" E. 19.86 FEET; THENCE S. 24°29'43" W. 24.72 FEET; THENCE S. 78°56'13" W. 21.10 FEET; THENCE S. 89°15'51" W. 67.81 FEET; THENCE S. 76°58'07" W. 37.57 FEET; THENCE S. 60°22'55" W. 36.45 FEET; THENCE S. 55°29'43" W. 44.98 FEET; THENCE S. 55°21'36" E. 13.90 FEET; THENCE 11.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 133.92 FEET, CENTRAL ANGLE 05°04'03" AND A CHORD THAT BEARS S. 33°46'07" W. 11.84 FEET; THENCE S. 36°17'33" W. 8.16 FEET; THENCE N. 55°21'36" W. 22.44 FEET; THENCE S. 71°34'40" W. 18.96 FEET; THENCE N. 86°18'41" W. 29.96 FEET; THENCE N. 67°15'49" W. 18.77 FEET; THENCE N. 47°58'36" W. 27.23 FEET; THENCE N. 26°22'38" W. 15.17 FEET; THENCE N. 01°52'57" W. 49.26 FEET; THENCE N. 22°28'06" W. 40.69 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT.

REVISIONS			DETENTION BASIN EASEMENT BEACON HILL MEADOWS		DATE		SCALE			
ITEM	DATE	BY			1-9-17		HOR: 1" =			
PER OWNER REVIEW	12-1-17	PTG	NOVI MICHIGAN		FIELD BOOK NO.					
			ZIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zimctwozniak.com		DESIGNED BY		JOB NO.			
					PTG		14151		16	
					DRAWN BY		SHEET NO.			
					2/2					

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JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 26, 2018

Jeffrey Herczeg, Director of Public Services
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Beacon Hill Meadows JSP15-0008
Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following documents for Beacon Hill Meadows, and have the following comments:

Pulte Homes of Michigan, LLC Documents

1. Pathway Easement (**Approved**)
2. Water System Easement (**Approved**)
3. Bill of Sale - Interior Road Paving (**Approved**)
4. Sidewalk Easement (**Approved**)
5. Storm Drainage Facility Maintenance Easement Agreement (**Approved**)
6. Sanitary Sewer System Easement (**Approved**)
7. Bill of Sale for Water Main (**Approved**)
8. Bill of Sale for Sanitary Sewer (**Approved**)
9. Emergency Access Easement (**Approved**)
10. Title Search

Ivanhoe Meadowbrook, LLC Documents

1. Pathway Easement (**Approved**)
2. Water System Easement (**Approved**)
3. Warranty Deed – Meadowbrook Road (**Approved**)
4. Title Search

Water System and Sanitary Sewer Easements

Pulte Homes of Michigan, LLC, seeks to convey the On-Site Water System and Sanitary Sewer Easements and corresponding Bill of Sale for water main and sanitary sewer facilities serving Beacon Meadows residential site condominium development, to the City. We have reviewed and approve the format and language of the above Water and Sanitary Sewer System Easements, corresponding Bill of Sale. The easements are consistent with the title commitment provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

Ivanhoe Meadowbrook, LLC, seeks to convey the Off-Site Water System and Sanitary Sewer Easements and corresponding Bill of Sale for water main and sanitary sewer facilities serving Beacon Meadows residential site condominium development, to the City. We have reviewed and approve the format and language of the above Water and Sanitary Sewer System Easements, corresponding Bill of Sale. The easements are consistent with the title commitment provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Maintenance and Guarantee Bond is in the City's standard format and is in place to guarantee the materials and workmanship of the water and sanitary sewer system facilities for two years from the date of acceptance.

The Maintenance and Guarantee Bond is in the City's standard format and is in place to guarantee the materials and workmanship of the water and sanitary sewer system facilities for two years from the date of acceptance.

Sidewalk and Pathway Easements

The On-Site (Pulte Homes of Michigan) and Off-Site (Ivanhoe Meadowbrook) Sidewalk and Pathway Easements are in the City's standard format and are acceptable. The exhibits have been reviewed and approved by the City's Consulting Engineer.

Warranty Deeds

The Warranty Deeds for Meadowbrook Road right-of-way and the Beacon Hills Meadows interior roads to the condominium appear to be in order. The exhibits have been reviewed and approved by the City's Consulting Engineer. It is our understanding that the *interior roads* will be accepted at a later date. At that time, a Bill of Sale for Paving will be required.

Emergency Access Easement

The Emergency Access Easement for the secondary emergency access into the Beacon Hills Meadows site condominium is in the City's standard format and is acceptable. The exhibits have been reviewed and approved by the City's Consulting Engineer.

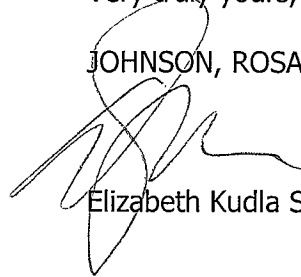
Once accepted pursuant to Affidavit of the City Engineer, the On and Off-Site Water and Sanitary Sewer System Easements should be recorded with the Oakland County Register of Deeds in the usual manner.

The Warranty Deed for Meadowbrook Road and the On-Site and Off-Site Sidewalk and Pathway Easements should be placed on an upcoming City Council Agenda for acceptance. The Warranty Deed for the interior roads should be retained in the City's file until the roads are ready for acceptance. Once accepted, the Water and Sanitary Sewer Easements, Sidewalk and Pathway Easements, and Warranty Deed for Meadowbrook Road Right-of-Way should be recorded with the Oakland County Register of Deeds in the usual manner. The Emergency Access Easement does not require acceptance prior to recording because no public improvements are being conveyed for public operation and maintenance. The Bills of Sale and Title Searches should be retained in the City's file.

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk (w/Enclosures-Originals)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Michael Freckelton, Taylor Reynolds, and Ted Meadows, Spalding DeDecker
(w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Paul Schyck, Pulte Homes of Michigan (w/Enclosures)
Gregory J. Gamalski, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

PATHWAY EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Ivanhoe Meadowbrook, LLC a Michigan Limited Liability Company, whose address is 6689 Orchard Lake Rd., Suite 314, West Bloomfield, MI 48322, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 12, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a)
And MCLA 207.526(a)

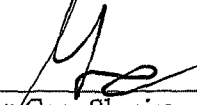
This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 12th day of January, 2018.

Detroit_14785652_3

Signed by:

Ivanhoe Meadowbrook, LLC a Michigan Limited Liability Company


By: Gary Shapiro Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 12th day of January, 2018, by Gary Shapiro, the Manager of Ivanhoe Meadowbrook, LLC.

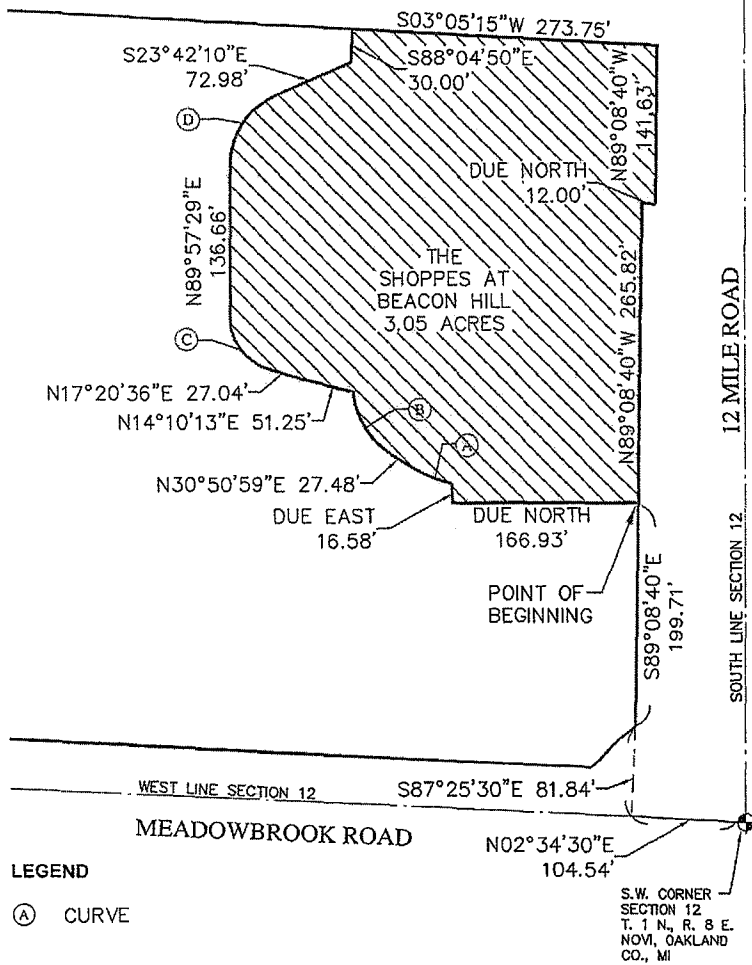
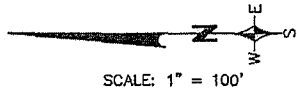
NADA MARKOVIC JUDGE
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jun. 15, 2023
Acting in the County of

Nada Markovic Judge
Notary Public
Oakland County, Michigan
My Commission Expires: 6-15-23

Drafted by:
Gregory J. Gamalski
Bodman PLC
201 W. Big Beaver, Suite 500
Troy, Michigan 48084

When recorded return to:
City of Novi
City Clerk
45175 W. Ten Mile Road.
Novi, MI 48375

EXHIBIT 'A'



LEGEND

(A) CURVE

SEE SHEET 2/2 FOR LEGAL AND CURVE DATA

REVISIONS			THE SHOPPES AT BEACON HILL		DATE	SCALE
ITEM	DATE	BY			9-29-16	HOR: 1" = 100'
			NOVI MICHIGAN			FIELD BOOK NO.
			ZIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zimewozniak.com		DESIGNED BY	JOB NO.
						14151
					DRAWN BY	SHEET NO.
				PTG	1/2	

© COPYRIGHT 2016

EXHIBIT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

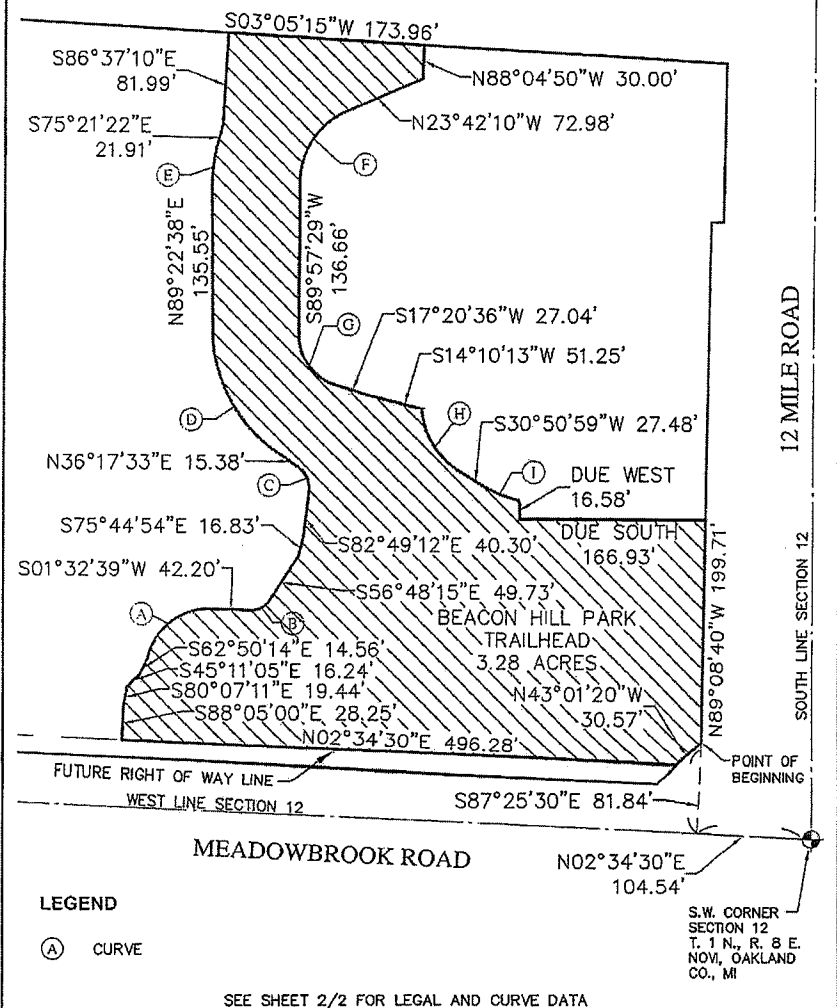
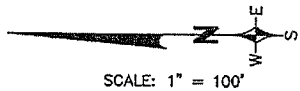
COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 104.54 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 81.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 12 MILE ROAD (WIDTH VARIES); THENCE ALONG SAID NORTH LINE S. 89°08'40" E. 199.71 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH 186.93 FEET; THENCE DUE EAST 16.58 FEET; THENCE 32.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 119.62 FEET, CENTRAL ANGLE 15°27'59" AND A CHORD THAT BEARS N. 20°43'16" E. 32.19 FEET; THENCE N. 30°50'59" E. 27.48 FEET; THENCE 68.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 71.58 FEET, CENTRAL ANGLE 54°36'15" AND A CHORD THAT BEARS N. 58°09'06" E. 65.67 FEET; THENCE N. 14°10'13" E. 51.25 FEET; THENCE N. 17°20'36" E. 27.04 FEET; THENCE 60.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 46.05 FEET, CENTRAL ANGLE 74°57'54" AND A CHORD THAT BEARS N. 52°28'31" E. 56.04 FEET; THENCE N. 89°57'29" E. 136.66 FEET; THENCE 80.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 70.11 FEET, CENTRAL ANGLE 65°32'47" AND A CHORD THAT BEARS S. 56°28'33" E. 75.90 FEET; THENCE S. 23°42'10" E. 72.98 FEET; THENCE S. 88°04'50" E. 30.00 FEET; THENCE S. 03°05'15" W. 273.75 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF 12 MILE ROAD; THENCE THE FOLLOWING 3 (3) COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF 12 MILE ROAD 1) N. 89°08'40" W. 141.63 FEET, 2) DUE NORTH 12.00 FEET AND 3) N. 89°08'40" W. 265.82 FEET TO THE POINT OF BEGINNING. CONTAINING 3.05 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

CURVE DATA

<u>CURVE</u>	<u>ARC</u>	<u>RADIUS</u>	<u>CENTRAL ANGLE</u>	<u>CHORD BEARING</u>	<u>CHORD LENGTH</u>
A	32.29'	119.62'	15°27'59"	N 20°43'16" E	32.19'
B	68.22'	71.58'	54°36'15"	N 58°09'06" E	65.67'
C	60.25'	46.05'	74°57'54"	N 52°28'31" E	56.04'
D	80.21'	70.11'	65°32'47"	S 56°28'33" E	75.90'

<u>REVISIONS</u>			THE SHOPPES AT BEACON HILL		DATE	SCALE
ITEM	DATE	BY			9-29-16	HOR: 1" =
			NOV	MICHIGAN		FIELD BOOK NO.
			ZIMET WOZNIAK & ASSOCIATES		DESIGNED BY	JOB NO.
			Civil Engineers & Land Surveyors			14151
			35800 GRAND RIVER AVE. SUITE 100		DRAWN BY	SHEET NO.
			NEW HUDSON, MICHIGAN 48165		PTC	2/2
			P: (248) 437-5029 F: (248) 437-5223 www.zimetwozniak.com			© COPYRIGHT 2016

EXHIBIT 'A'



REVISIONS			BEACON HILL PARK TRAILHEAD		DATE	SCALE
ITEM	DATE	BY	NOVI	MICHIGAN	9-29-16	HR: 1" = 100'
					DESIGNED BY	FIELD BOOK NO.
					JOB NO.	14151
					DRAWN BY	SHEET NO.
					PTG	1/2

Z EIMET W OZ NIAK
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 53800 GRAND RIVER AVE. SUITE 100
 NEW HUDSON, MICHIGAN 48165
 P: (248) 437-5099 F: (248) 437-5222 www.zaimetwozniak.com

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EXHIBIT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 104.54 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 81.84 FEET TO THE POINT OF BEGINNING; THENCE N. 43°01'20" W. 30.57 FEET TO A POINT ON THE FUTURE EAST RIGHT OF WAY LINE OF MEADOWBROOK ROAD; THENCE ALONG SAID EAST LINE N. 02°34'30" E. 496.28 FEET; THENCE S. 88°05'00" E. 28.25 FEET; THENCE S. 80°07'11" E. 19.44 FEET; THENCE S. 45°11'05" E. 16.24 FEET; THENCE S. 62°50'14" E. 14.56 FEET; THENCE 74.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 56.27 FEET, CENTRAL ANGLE 75°45'42" AND A CHORD THAT BEARS S. 40°51'01" E. 69.11 FEET; THENCE S. 01°32'39" W. 42.20 FEET; THENCE 14.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 19.51 FEET, CENTRAL ANGLE 43°17'57" AND A CHORD THAT BEARS S. 27°08'04" E. 14.40 FEET; THENCE S. 56°48'15" E. 49.73 FEET; THENCE S. 75°44'54" E. 16.83 FEET; THENCE S. 82°49'12" E. 40.30 FEET; THENCE 26.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 22.44 FEET, CENTRAL ANGLE 68°44'18" AND A CHORD THAT BEARS N. 66°44'10" E. 25.33 FEET; THENCE N. 36°17'33" E. 15.38 FEET; THENCE 126.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 133.92 FEET, CENTRAL ANGLE 54°10'14" AND A CHORD THAT BEARS N. 58°19'11" E. 121.95 FEET; THENCE N. 89°22'38" E. 135.55 FEET; THENCE 34.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 140.58 FEET, CENTRAL ANGLE 14°13'20" AND A CHORD THAT BEARS S. 84°02'00" E. 34.81 FEET; THENCE S. 75°21'22" E. 21.91 FEET; THENCE S. 86°37'10" E. 81.99 FEET; THENCE S. 03°05'15" W. 173.96 FEET; THENCE N. 88°04'50" W. 30.00 FEET; THENCE N. 23°42'10" W. 72.98 FEET; THENCE 80.21 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 70.11 FEET, CENTRAL ANGLE 65°32'47" AND A CHORD THAT BEARS N. 56°28'33" W. 75.90 FEET; THENCE S. 89°57'29" W. 136.66 FEET; THENCE 60.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 46.05 FEET, CENTRAL ANGLE 74°57'54" AND A CHORD THAT BEARS S. 52°28'31" W. 56.04 FEET; THENCE S. 17°20'36" W. 27.04 FEET; THENCE S. 14°10'13" W. 51.25 FEET; THENCE 68.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 71.58 FEET, CENTRAL ANGLE 54°36'15" AND A CHORD THAT BEARS S. 58°09'06" W. 65.67 FEET; THENCE S. 30°50'59" W. 27.48 FEET; THENCE 32.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 119.62 FEET, CENTRAL ANGLE 15°27'59" AND A CHORD THAT BEARS S. 20°43'16" W. 32.19 FEET; THENCE DUE WEST 16.58 FEET; THENCE DUE SOUTH 166.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 12 MILE ROAD (WIDTH VARIES); THENCE ALONG SAID NORTH LINE N. 89°08'40" W. 199.71 FEET TO THE POINT OF BEGINNING, CONTAINING 3.28 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

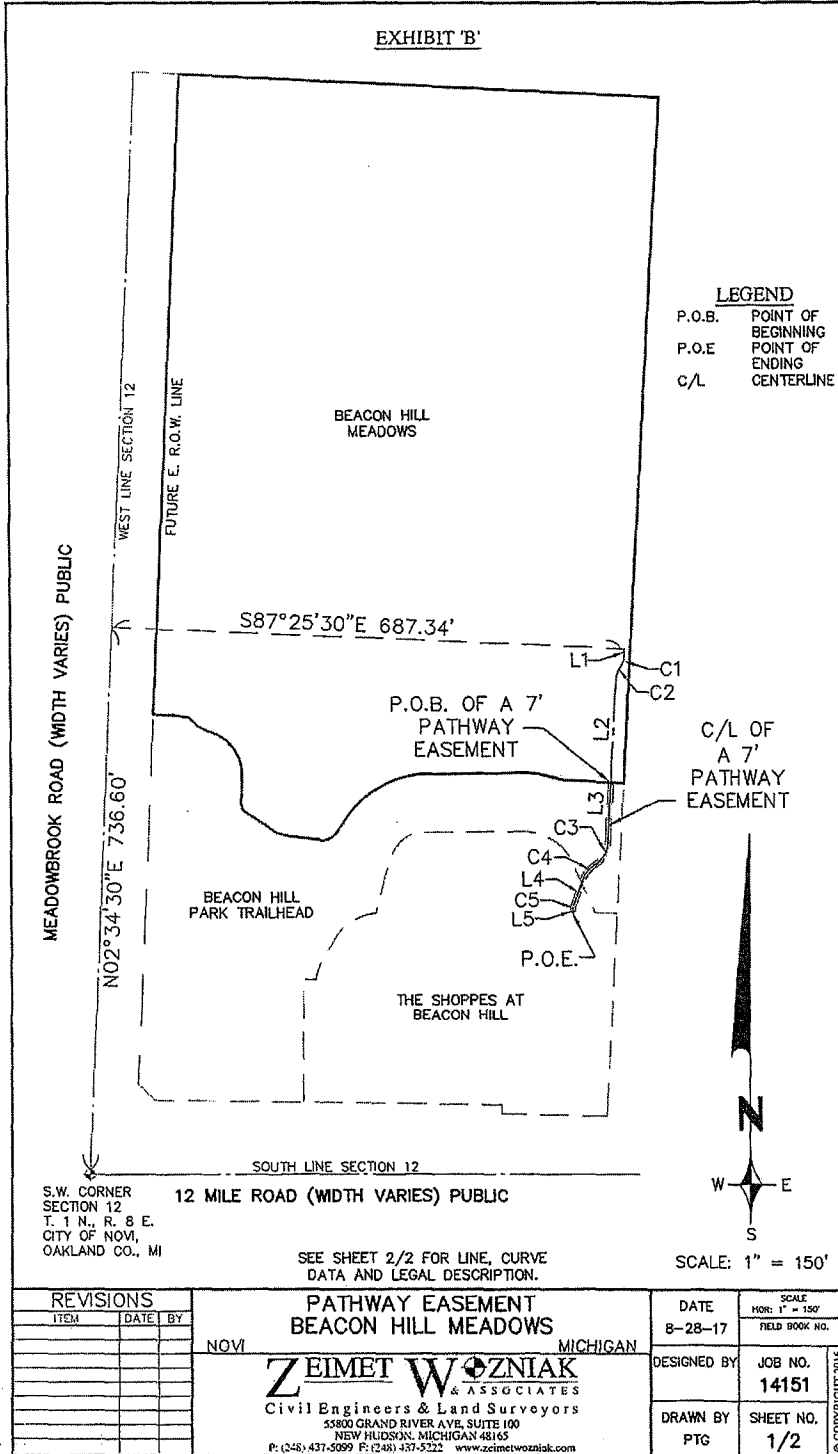
CURVE DATA

<u>CURVE</u>	<u>ARC</u>	<u>RADIUS</u>	<u>CENTRAL ANGLE</u>	<u>CHORD BEARING</u>	<u>CHORD LENGTH</u>
A	74.41'	56.27'	75°45'42"	S 40°51'01" E	69.11'
B	14.75'	19.51'	43°17'57"	S 27°08'04" E	14.40'
C	26.92'	22.44'	68°44'18"	N 66°44'10" E	25.33'
D	126.62'	133.92'	54°10'14"	N 58°19'11" E	121.95'
E	34.90'	140.58'	14°13'20"	S 84°02'00" E	34.81'
F	80.21'	70.11'	65°32'47"	N 56°28'33" W	75.90'
G	60.25'	46.05'	74°57'54"	S 52°28'31" W	56.04'
H	68.22'	71.58'	54°36'15"	S 58°09'06" W	65.67'
I	32.29'	119.62'	15°27'59"	S 20°43'16" W	32.19'

<u>REVISIONS</u>		BEACON HILL PARK TRAILHEAD NOVI MICHIGAN	DATE	SCALE
ITEM	DATE		BY	9-29-16
		 ZEIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE. SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5322 www.zeimetwozniak.com	DESIGNED BY	JOB NO.
				14151
			DRAWN BY	SHEET NO.
		PTG	2/2	

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EXHIBIT 'B'



LEGEND
 P.O.B. POINT OF BEGINNING
 P.O.E. POINT OF ENDING
 C/L CENTERLINE



SCALE: 1" = 150'

S.W. CORNER SECTION 12
 T. 1 N., R. 8 E.
 CITY OF NOVI,
 OAKLAND CO., MI

12 MILE ROAD (WIDTH VARIES) PUBLIC

SEE SHEET 2/2 FOR LINE, CURVE DATA AND LEGAL DESCRIPTION.

REVISIONS		
ITEM	DATE	BY

**PATHWAY EASEMENT
 BEACON HILL MEADOWS**

NOVI MICHIGAN

ZIMET WOZNIAK
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 53800 GRAND RIVER AVE, SUITE 100
 NEW HUDSON, MICHIGAN 48165
 P: (248) 437-5099 F: (248) 437-2322 www.zimetwozniak.com

DATE	SCALE HOR: 1" = 150'
8-28-17	FIELD BOOK NO.
DESIGNED BY	JOB NO. 14151
DRAWN BY PTG	SHEET NO. 1/2

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EXHIBIT 'B'

Line Table		
Line #	Direction	Length
L1	S03°32'05"W	7.59
L2	S03°05'25"W	135.15
L3	S03°05'25"W	81.82
L4	S20°31'46"W	38.26
L5	S01°55'14"W	3.26

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	17.97	26.68	038°35'37"	S18°37'53"W	17.64
C2	19.19	36.34	030°15'21"	S18°53'09"W	18.97
C3	34.69	40.59	048°57'54"	S31°31'41"W	33.64
C4	25.60	41.34	035°28'51"	S38°16'12"W	25.19
C5	4.08	12.50	018°43'13"	S11°16'51"W	4.07

LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION OF A 7 FOOT WIDE PATHWAY EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 736.60 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 687.34 FEET; S. 03°32'05" W. 7.59 FEET; THENCE 17.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 26.68 FEET, CENTRAL ANGLE 38°35'37" AND A CHORD THAT BEARS S. 18°37'53" W. 17.64 FEET; THENCE 19.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 36.34 FEET, CENTRAL ANGLE 30°15'21" AND A CHORD THAT BEARS S. 18°53'09" W. 18.97 FEET; THENCE S. 03°05'25" W. 135.15 FEET TO THE POINT OF BEGINNING OF EASEMENT CENTERLINE; THENCE ALONG SAID EASEMENT CENTERLINE S. 03°05'25" W. 81.82 FEET; THENCE 34.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 40.59 FEET, CENTRAL ANGLE 48°57'54" AND A CHORD THAT BEARS S. 31°31'41" W. 33.64 FEET; THENCE 25.60 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 41.34 FEET, CENTRAL ANGLE 35°28'51" AND A CHORD THAT BEARS S. 38°16'12" W. 25.19 FEET; THENCE S. 20°31'46" W. 38.26 FEET; THENCE 4.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 12.50 FEET, CENTRAL ANGLE 18°43'13" AND A CHORD THAT BEARS S. 11°16'51" W. 4.07 FEET; THENCE S. 01°55'14" W. 3.26 FEET TO THE POINT OF ENDING OF SAID PATH EASEMENT CENTERLINE.

REVISIONS		PATHWAY EASEMENT BEACON HILL MEADOWS NOVI MICHIGAN	DATE	SCALE
ITEM	DATE BY		8-28-17	1" = 40'
		 Civil Engineers & Land Surveyors 5380 GRAND RIVER AVE. SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5059 F: (248) 437-5223 www.zeimetwozniak.com	DESIGNED BY	JOB NO.
			DRAWN BY	SHEET NO.
			PTG	2/2

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Ivanhoe Meadowbrook, LLC a Michigan Limited Liability Company, whose address is 6689 Orchard Lake Rd., Suite 314, West Bloomfield, MI 48322 conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100-----Dollars (\$1.00).

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

This property is being conveyed for right of way purposes.

Dated this 12th day of January, 2018.

Signed by:

Ivanhoe Meadowbrook, LLC a Michigan Limited Liability Company

By: 
Gary Shapiro Its: Manager

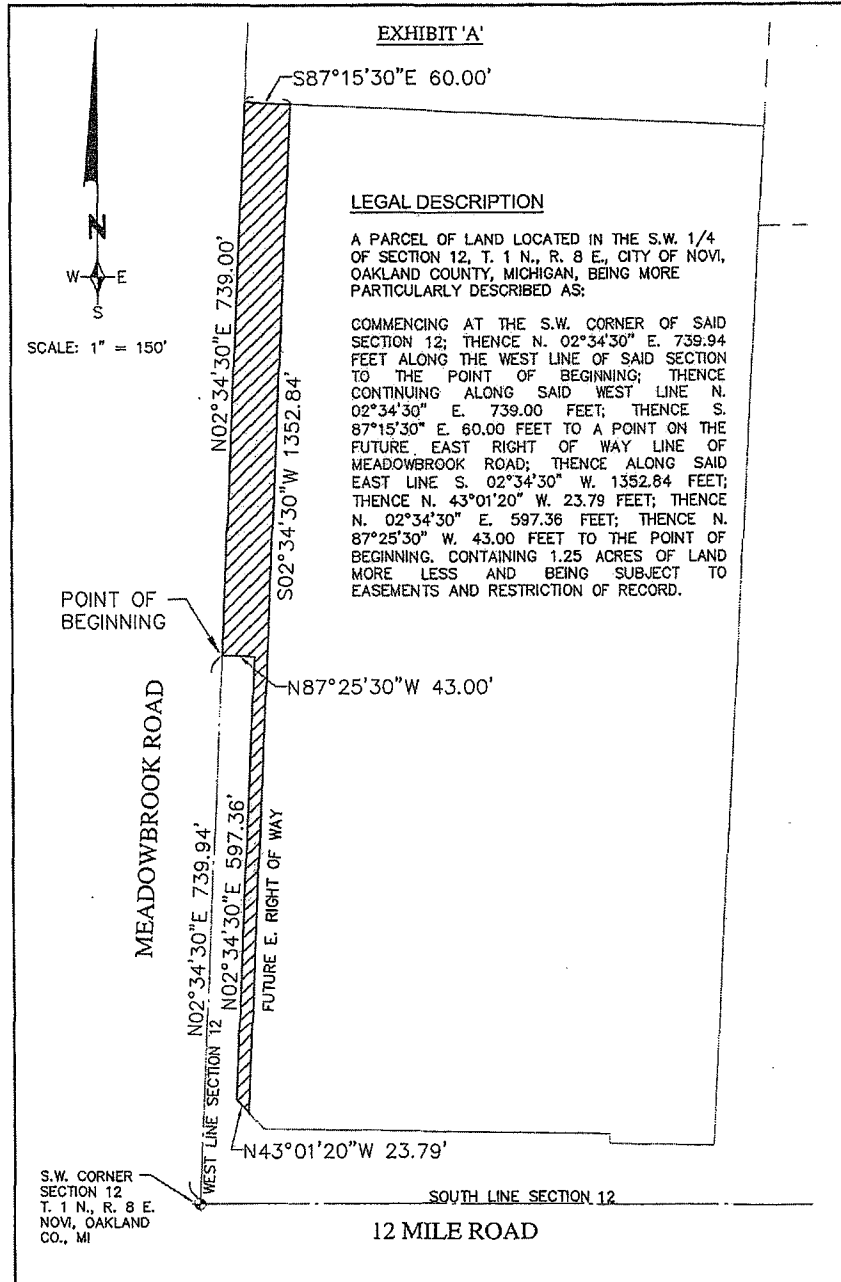
STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 12th day of January, 2018, by Gary Shapiro, the Manager of Ivanhoe Meadowbrook, LLC, a Michigan limited liability company.

NADA MARKOVIC JUDGE
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jun. 15, 2023
Acting in the County of


Notary Public
6-15-23 County, Michigan
My Commission Expires:

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth M. Kudla 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
--	---	---



REVISIONS	MEADOWBROOK RIGHT OF WAY BEACON HILL MEADOWS	DATE	SCALE HOR: 1" = 150'
ITEM		1-9-17	FIELD BOOK NO.
	NOVI MICHIGAN	DESIGNED BY	JOB NO. 14151
	Z EIMET W OZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-8099 F: (248) 437-5292 www.zewozniak.com	DRAWN BY	SHEET NO. 1/1
		PTG	© COPYRIGHT 2016

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan Limited Liability Company, whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 12, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a)
And MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this _____ day of January, 2018.

Signed by:

Pulte Homes of Michigan LLC, a Michigan Limited Liability Company

Paul Schyck

By: Paul Schyck
Its: Director of Land Development

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

The foregoing instrument was acknowledged before me this 12 day of January, 2018, by Paul Schyck, Director of Land Development of Pulte Homes of Michigan LLC, on behalf of the company.

Deborah Altman
Notary Public Deborah Altman
Oakland County, Michigan
My Commission Expires: July 3, 2023

Drafted by:
Gregory J. Gamalski
Bodman PLC
201 W. Big Beaver, Suite 500
Troy, Michigan 48084

When recorded return to:
City of Novi
City Clerk
45175 W. Ten Mile Road
Novi, MI 48375

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

EXHIBIT 'A'

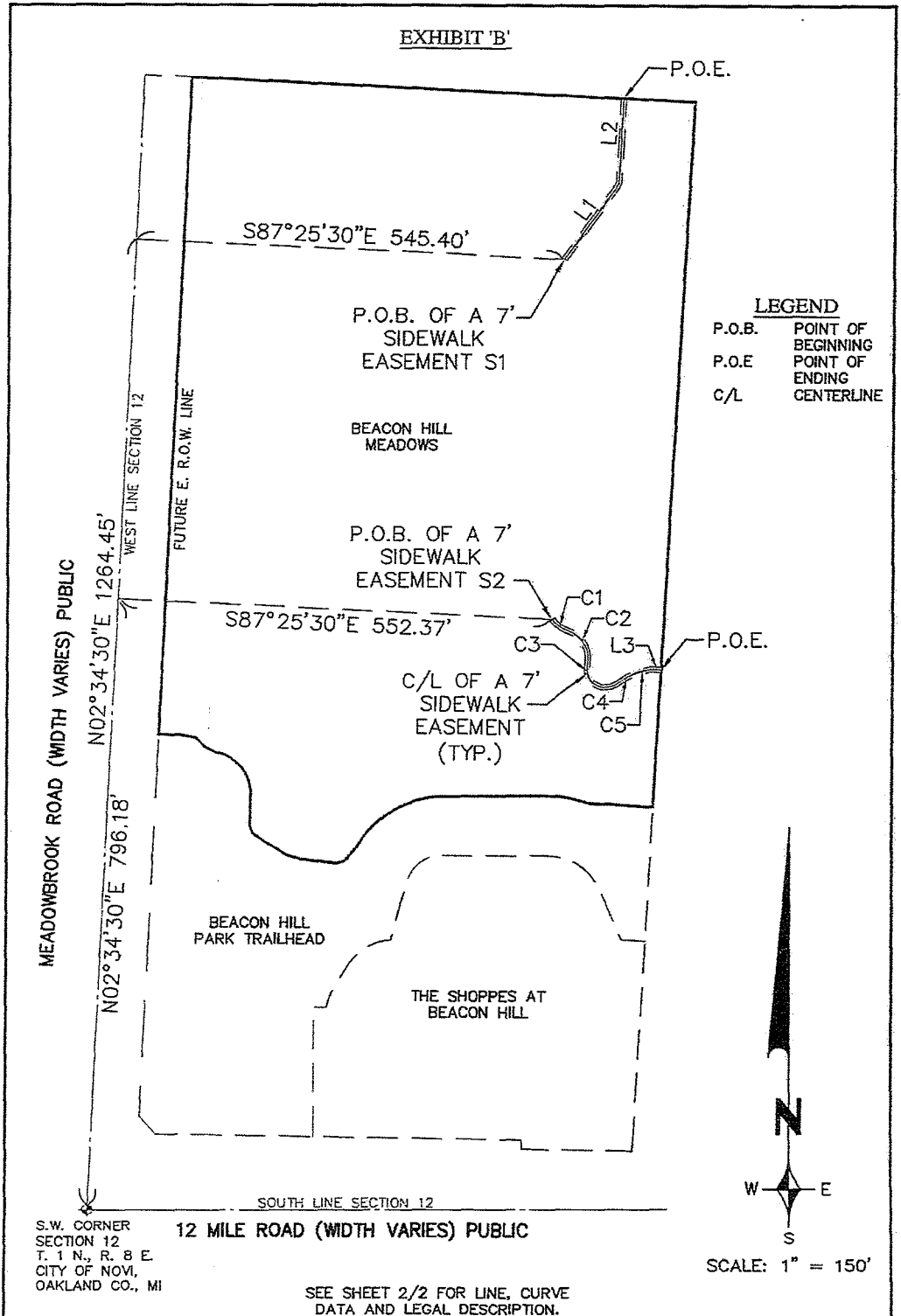
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 1478.94 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°15'30" E. 60.00 FEET TO A POINT ON THE FUTURE EAST RIGHT OF WAY LINE OF MEADOWBROOK ROAD, ALSO BEING THE POINT OF BEGINNING; THENCE S. 87°15'30" E. 641.51 FEET; THENCE S. 03°05'50" W. 132.60 FEET ALONG THE EAST LINE OF WILDWOOD HILLS AS RECORDED IN LIBER 56, PAGE 4, OAKLAND COUNTY RECORDS; THENCE S. 03°05'15" W. 785.87 FEET; THENCE N. 86°37'10" W. 81.99 FEET; THENCE N. 75°21'22" W. 21.91 FEET; THENCE 34.90 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 140.58 FEET, CENTRAL ANGLE 14°13'20" AND A CHORD THAT BEARS N. 84°02'00" W. 34.81 FEET; THENCE S. 89°22'38" W. 135.55 FEET; THENCE 126.62 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 133.92 FEET, CENTRAL ANGLE 54°10'14" AND A CHORD THAT BEARS S. 58°19'11" W. 121.95 FEET; THENCE S. 36°17'33" W. 15.38 FEET; THENCE 26.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 22.44 FEET, CENTRAL ANGLE 68°44'18" AND A CHORD THAT BEARS S. 66°44'10" W. 25.33 FEET; THENCE N. 82°49'12" W. 40.30 FEET; THENCE N. 75°44'54" W. 16.83 FEET; THENCE N. 56°48'15" W. 49.73 FEET; THENCE 14.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 19.51 FEET, CENTRAL ANGLE 43°17'57" AND A CHORD THAT BEARS N. 27°08'04" W. 14.40 FEET; THENCE N. 01°32'39" E. 42.20 FEET; THENCE 74.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 56.27 FEET, CENTRAL ANGLE 75°45'42" AND A CHORD THAT BEARS N. 40°51'01" W. 69.11 FEET; THENCE N. 62°50'14" W. 14.56 FEET; THENCE N. 45°11'05" W. 16.24 FEET; THENCE N. 80°07'11" W. 19.44 FEET; THENCE N. 88°05'00" W. 28.25 FEET TO SAID FUTURE EAST RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE N. 02°34'30" E. 856.56 FEET TO THE POINT OF BEGINNING. CONTAINING 13.61 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

REVISIONS		NOVI	BEACON HILL MEADOWS	MICHIGAN	DATE	SCALE
ITEM	DATE BY				1-9-17	HOR: 1" =
					DESIGNED BY	JOB NO.
						14151
					DRAWN BY	SHEET NO.
					PTG	1/1
ZEIMET WOZNAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com					© COPYRIGHT 2016	

EXHIBIT 'B'



S.W. CORNER SECTION 12
T. 1 N., R. 8 E
CITY OF NOVI,
OAKLAND CO., MI

12 MILE ROAD (WIDTH VARIES) PUBLIC

SEE SHEET 2/2 FOR LINE, CURVE DATA AND LEGAL DESCRIPTION.

REVISIONS			NOVI MICHIGAN		DATE	SCALE
ITEM	DATE	BY			1-9-17	HOR: 1" = 150'
REVISE EASEMENT S2	11-16-17	PTG				FIELD BOOK NO.
					DESIGNED BY	JOB NO.
						14151
					DRAWN BY	SHEET NO.
					PTG	1/2

ZEIMET WOZNAK
& ASSOCIATES
Civil Engineers & Land Surveyors
55800 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

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EXHIBIT 'B'

Line Table		
Line #	Direction	Length
L1	N35°03'06"E	120.29
L2	N02°45'02"E	111.21
L3	S86°27'55"E	11.50

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	25.54	43.36	033°44'50"	S53°17'10"E	25.17
C2	54.03	37.45	082°40'22"	S31°23'49"E	49.46
C3	61.25	24.35	144°06'28"	S53°57'47"E	46.33
C4	26.60	127.12	011°59'29"	N57°27'00"E	26.56
C5	23.19	54.80	024°14'27"	N77°31'27"E	23.01

LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION OF TWO (2) 7 FOOT WIDE NON-CONTIGUOUS SIDEWALK EASEMENTS REFERRED TO AS S1 AND S2 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 1264.45 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 545.40 FEET TO THE POINT OF BEGINNING OF S1; THENCE ALONG SAID EASEMENT CENTERLINE N. 35°03'06" E. 120.29 FEET; THENCE N. 02°45'02" E. 111.21 FEET TO THE POINT OF ENDING OF EASEMENT S1; COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 796.18 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 552.37 FEET TO THE POINT OF BEGINNING OF S2; THENCE ALONG SAID EASEMENT CENTERLINE 25.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 43.36 FEET, CENTRAL ANGLE 33°44'50" AND A CHORD THAT BEARS S. 53°17'10" E. 25.17 FEET; THENCE 54.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 37.45 FEET, CENTRAL ANGLE 82°40'22" AND A CHORD THAT BEARS S. 31°23'49" E. 49.46 FEET; THENCE 61.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 24.35 FEET, CENTRAL ANGLE 144°06'28" AND A CHORD THAT BEARS S. 53°57'47" E. 46.33 FEET; THENCE 26.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 127.12 FEET, CENTRAL ANGLE 11°59'29" AND A CHORD THAT BEARS N. 57°27'00" E. 26.56 FEET; THENCE 23.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 54.80 FEET, CENTRAL ANGLE 24°14'27" AND A CHORD THAT BEARS N. 77°31'27" E. 23.01 FEET; THENCE S. 86°27'55" E. 11.50 FEET TO THE POINT OF ENDING OF EASEMENT S2.

REVISIONS			NOVI	MICHIGAN	DATE	SCALE
ITEM	DATE	BY			1-9-17	HOR: 1" =
REVISE EASEMENT S2	11-15-17	PTG				FIELD BOOK NO.
					DESIGNED BY	JOB NO.
						14151
					DRAWN BY	SHEET NO.
					PTG	2/2

ZEIMET WOZNAK
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 55800 GRAND RIVER AVE, SUITE 100
 NEW HUDSON, MICHIGAN 48165
 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

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PATHWAY EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC a Michigan Limited Liability Company, whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 12, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Pathway Easement Area}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a)
And MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 12 day of January, 2018.

EXHIBIT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

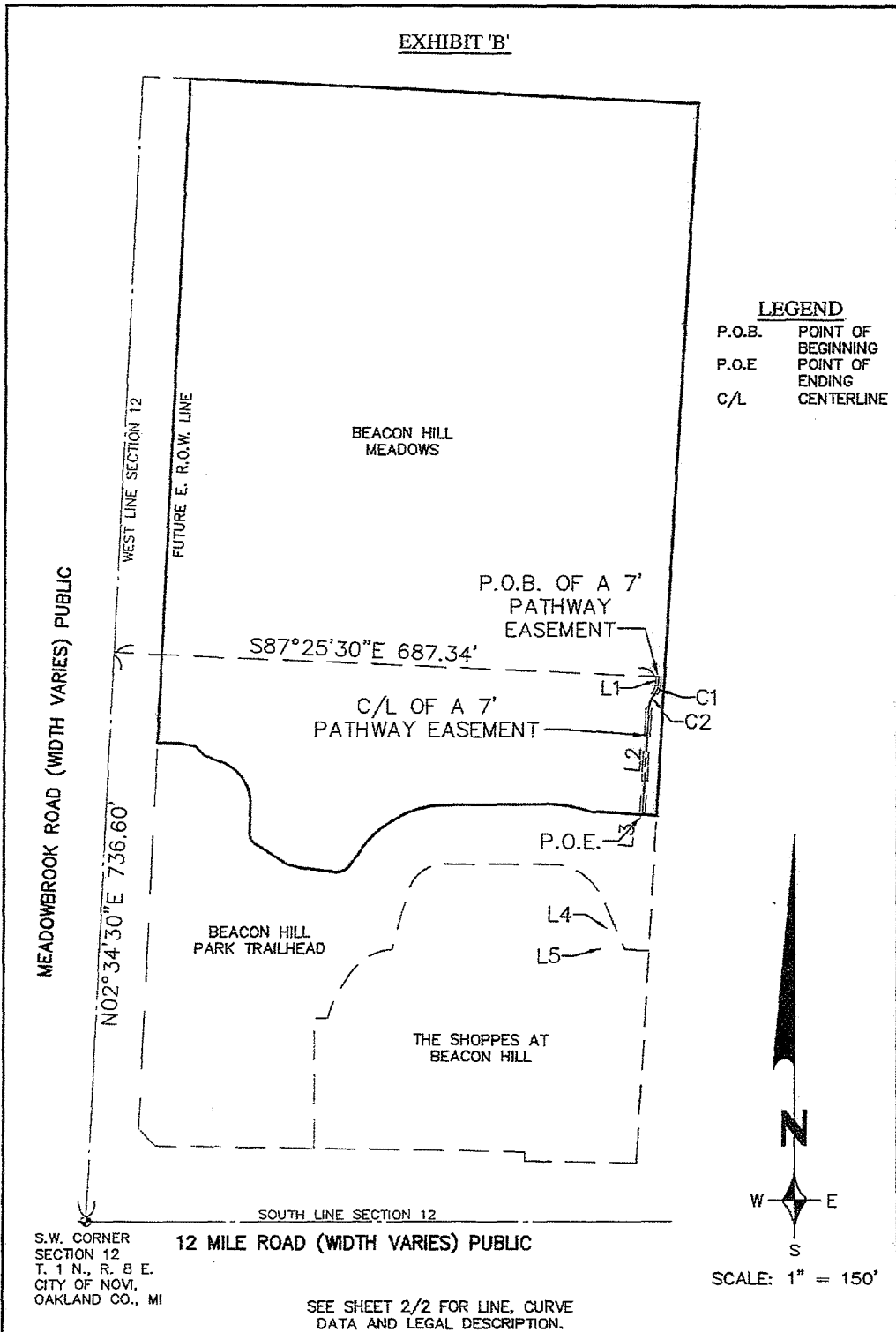
COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 1478.94 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°15'30" E. 60.00 FEET TO A POINT ON THE FUTURE EAST RIGHT OF WAY LINE OF MEADOWBROOK ROAD, ALSO BEING THE POINT OF BEGINNING; THENCE S. 87°15'30" E. 641.51 FEET; THENCE S. 03°05'50" W. 132.60 FEET ALONG THE EAST LINE OF WILDWOOD HILLS AS RECORDED IN LIBER 56, PAGE 4, OAKLAND COUNTY RECORDS; THENCE S. 03°05'15" W. 785.87 FEET; THENCE N. 86°37'10" W. 81.99 FEET; THENCE N. 75°21'22" W. 21.91 FEET; THENCE 34.90 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 140.58 FEET, CENTRAL ANGLE 14°13'20" AND A CHORD THAT BEARS N. 84°02'00" W. 34.81 FEET; THENCE S. 89°22'38" W. 135.55 FEET; THENCE 126.62 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 133.92 FEET, CENTRAL ANGLE 54°10'14" AND A CHORD THAT BEARS S. 58°19'11" W. 121.95 FEET; THENCE S. 36°17'33" W. 15.38 FEET; THENCE 26.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 22.44 FEET, CENTRAL ANGLE 68°44'18" AND A CHORD THAT BEARS S. 66°44'10" W. 25.33 FEET; THENCE N. 82°49'12" W. 40.30 FEET; THENCE N. 75°44'54" W. 16.83 FEET; THENCE N. 56°48'15" W. 49.73 FEET; THENCE 14.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 19.51 FEET, CENTRAL ANGLE 43°17'57" AND A CHORD THAT BEARS N. 27°08'04" W. 14.40 FEET; THENCE N. 01°32'39" E. 42.20 FEET; THENCE 74.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 56.27 FEET, CENTRAL ANGLE 75°45'42" AND A CHORD THAT BEARS N. 40°51'01" W. 69.11 FEET; THENCE N. 62°50'14" W. 14.56 FEET; THENCE N. 45°11'05" W. 16.24 FEET; THENCE N. 80°07'11" W. 19.44 FEET; THENCE N. 88°05'00" W. 28.25 FEET TO SAID FUTURE EAST RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE N. 02°34'30" E. 856.56 FEET TO THE POINT OF BEGINNING. CONTAINING 13.61 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

REVISIONS			NOVI	BEACON HILL MEADOWS	MICHIGAN	DATE	SCALE
ITEM	DATE	BY				1-9-17	HOR: 1" =
						DESIGNED BY	JOB NO.
							14151
						DRAWN BY	SHEET NO.
						PTG	1/1

Z E I M E T W O Z N I A K
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 55800 GRAND RIVER AVE. SUITE 100
 NEW HUDSON, MICHIGAN 48163
 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

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EXHIBIT 'B'



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.E.	POINT OF ENDING
C/L	CENTERLINE



SCALE: 1" = 150'

S.W. CORNER SECTION 12
 SECTION 12
 T. 1 N., R. 8 E.
 CITY OF NOVI,
 OAKLAND CO., MI

12 MILE ROAD (WIDTH VARIES) PUBLIC

SEE SHEET 2/2 FOR LINE, CURVE
 DATA AND LEGAL DESCRIPTION.

<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>ITEM</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			ITEM	DATE	BY																															<p>NOVI MICHIGAN</p> <p>Z E I M E T W O Z N I A K & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com</p>		<p>DATE 8-28-17</p> <p>DESIGNED BY PTG</p> <p>DRAWN BY PTG</p>		<p>SCALE HOR: 1" = 150' FIELD BOOK NO.</p> <p>JOB NO. 14151</p> <p>SHEET NO. 1/2</p> <p>© COPYRIGHT 2016</p>	
ITEM	DATE	BY																																							

EXHIBIT 'B'

Line Table		
Line #	Direction	Length
L1	S03°32'05"W	7.59
L2	S03°05'25"W	135.15

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	17.97	26.68	038°35'37"	S18°37'53"W	17.64
C2	19.19	36.34	030°15'21"	S18°53'09"W	18.97

LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION OF A 7 FOOT WIDE PATHWAY EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 736.60 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 687.34 FEET TO THE POINT OF BEGINNING OF EASEMENT CENTERLINE; THENCE ALONG SAID EASEMENT CENTERLINE S. 03°32'05" W. 7.59 FEET; THENCE 17.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 26.68 FEET, CENTRAL ANGLE 38°35'37" AND A CHORD THAT BEARS S. 18°37'53" W. 17.64 FEET; THENCE 19.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 36.34 FEET, CENTRAL ANGLE 30°15'21" AND A CHORD THAT BEARS S. 18°53'09" W. 18.97 FEET; THENCE S. 03°05'25" W. 135.15 FEET TO THE POINT OF ENDING OF SAID PATH EASEMENT CENTERLINE.

<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>ITEM</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			REVISIONS			ITEM	DATE	BY																															<p>PATHWAY EASEMENT BEACON HILL MEADOWS</p> <p>NOVI MICHIGAN</p> <p>Z EIMET W OZ N I A K & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zcimetwozniak.com</p>	<table border="1"> <tr> <td>DATE</td> <td>SCALE</td> </tr> <tr> <td>8-28-17</td> <td>HOR: 1" =</td> </tr> <tr> <td>DESIGNED BY</td> <td>FIELD BOOK NO.</td> </tr> <tr> <td>JOB NO.</td> <td>14151</td> </tr> <tr> <td>DRAWN BY</td> <td>SHEET NO.</td> </tr> <tr> <td>PTG</td> <td>2/2</td> </tr> </table>	DATE	SCALE	8-28-17	HOR: 1" =	DESIGNED BY	FIELD BOOK NO.	JOB NO.	14151	DRAWN BY	SHEET NO.	PTG	2/2	<p>© COPYRIGHT 2016</p>
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January 25, 2018

Gregory Gamalski
Bodman PLC
201 W. Big Beaver, Ste 500
Troy, MI 48084
ggamalski@bodmanlaw.com

Re: Beacon Hill Meadows - Acceptance Documents Review
Novi # JSP 15-08
SDA Job No. NV17-205
ACCEPTANCE DOCUMENTS APPROVED

Dear Mr. Gamalski:

We have reviewed the Acceptance Document Package received by our office on January 25, 2018 against the Final Site Plan dated 7/31/17 and against our as-built field records. We offer the following comments:

Final Acceptance Documents:

1. On-Site Water System Easement (Beacon Hill Meadows) – (executed: on the 12th day of January, 2018, Exhibit dated 11-16-17) Legal Description: Approved
2. Off-Site Water System Easement (Beacon Hill Park Trailhead and Shoppes at Beacon Hill) – (executed: 12th day of January, 2018) Legal Description: Approved
3. Pathway Easement (Beacon Hill Meadows) - (executed: on the 12th day of January, 2018) Legal Description: Approved
4. Pathway Easement (Beacon Hill Park Trailhead and Shoppes at Beacon Hill) – (executed: 12th day of January, 2018) Legal Description: Approved
5. Emergency Access Easement (Beacon Hill Meadows) - (executed: the 12th day of January, 2018) Legal Description: Approved
6. On-Site Storm Drainage Facility / Maintenance Easement Agreement (Beacon Hill Meadows) – (executed: on the 12th day of January, 2018; Exhibit dated 11-16-17) Exhibits A, B, C, D, and E approved
7. Off-Site Storm Drainage Facility / Maintenance Easement Agreement (Beacon Hill Park Trailhead and Shoppes at Beacon Hill) - (executed on the 12th day of January 2018; exhibits dated 1-9-17 and 11-16-17) Legal Description: Exhibit A - Approved. Exhibit B – Approved. Exhibit C – Approved. Exhibit D – Approved
8. On-Site Sanitary Sewer Easement (Beacon Hill Meadows) – (executed: January 12th, 2018) Legal Description Approved.

9. Sidewalk Easement (Beacon Hill Meadows) – (executed: on the 12th day of January, 2018; Exhibit dated 11-16-17) Legal Description: Approved
10. Warranty Deed for Road Right-of-Way (For Meadowbrook Rd.) – (executed, on the 12th day of January, 2018) – Legal Description: Approved.
11. Bill of Sale: On-Site Sanitary Sewer System (Beacon Hill Meadows) – SUPPLIED - Approved
12. Bill of Sale: On-Site Water Supply System (Beacon Hill Meadows) – SUPPLIED - Approved
13. Bill of Sale: Off-Site Water Supply System (Beacon Hill Park Trailhead and Shoppes at Beacon Hill) – SUPPLIED - Approved
14. Full Unconditional Waivers of Lien from contractors installing public utilities –SUPPLIED - Approved
15. Sworn Statement – SUPPLIED – Approved
16. Bill of Sale: Interior Roads (Beacon Hill Meadows) - (executed: on the 12th day of January, 2018) – Legal Description: Approved.
17. Interior Roads Warranty Deed (Beacon Hill Meadows) - (executed on the 12th day of January, 2018; exhibits dated: 1-9-17) – Legal Description: Approved.

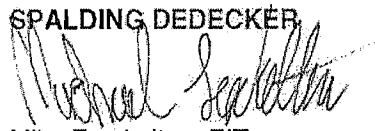
Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated 02/08/2017 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER


Mike Freckelton, EIT
Engineer

Cc (via Email): Theresa Bridges, City Construction Engineer
Cortney Hanson, City Clerk



Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
George Melistas, City Engineering Senior Manager
Angie Pawlowski, City Community Development Bond Coordinator
Darcy Rechten, City Construction Engineer
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Andrew Wozniack, Zeimet and Wozniak and Associates