



CITY of NOVI CITY COUNCIL

Agenda Item M
August 24, 2015

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Providence Hospital and Medical Centers, Inc., as part of the Rose Senior Living site located south of Grand River Avenue and west of Beck Road (parcel 22-17-400-040).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC RA*

CITY MANAGER APPROVAL: *RA*

BACKGROUND INFORMATION:

The developer for Rose Senior Living, Edward Rose and Sons on behalf of Providence Hospital and Medical Centers, Inc., requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new commercial project, located south of Grand River Avenue and west of Beck Road (parcel 22-17-400-040).

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the 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 on 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.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's March 19, 2015 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Providence Hospital and Medical Centers, Inc., as part of the Rose Senior Living site located south of Grand River Avenue and west of Beck Road (parcel 22-17-400-040).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

Location Map

Rose Senior Living

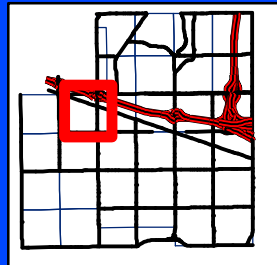


Map Author: A. Wayne
Date: August 3, 2015
Project:
Version #:

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

Feet
0 170 340 680 1,020

1 inch = 827 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.johnsonrosati.com

July 31, 2015

Rob Hayes, Public Services Director
City of Novi, Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: *Rose Senior Living at Providence Park JSP13-0081*
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Hayes:

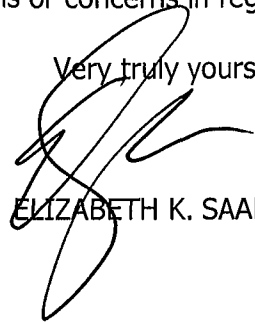
We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Rose Senior Living Development. The Agreement is in the City's standard format and has been executed by the property owner. Subject to review and approval of the exhibits by the City's Consulting Engineer, the Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

Please note that It should be noted that the property owner of the easement property, Providence Hospital and Medical Centers, has requested that the above easement document be conveyed to the City and recorded prior to completion of the improvements within the development in order to avoid the need for multiple signatures to the documents based on a proposed change in the property descriptions because of the land division required for the development. Therefore, the easement documents for the project, including the Storm Drainage Facility Maintenance Easement Agreement, are being dedicated prior to the land division. Because the recording of the above easement agreement must be completed in conjunction with the timing of the land division required for the Senior Living Development, the property owner's representative will contact us at the time the easement agreement should be forwarded to the Oakland County Register of Deeds for recording and we will notify the City Clerk's Office to record the documents. It should be noted that the Storm Drainage Facility Maintenance Easement Agreement approval requires placement on a City Council Agenda before the Land Division is completed.

Rob Hayes, Public Services Director
July 31, 2015
Page 2

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

Very truly yours,



ELIZABETH K. SAARELA

EKS

Enclosures

cc: Maryanne Cornelius, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)
Adam Wayne, Construction Engineer (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Brittany Allen, Spalding DeDecker (w/Enclosures)
Nathan Anderson, Edward Rose & Sons
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 28 day of July, 2015, by and between **Providence Hospital and Medical Centers, Inc.**, a Michigan nonprofit corporation, whose address is 47601 Grand River Ave., Novi, Michigan 48374 (hereinafter the "Owner"); and the **City of Novi**, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 17 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a senior living facility development on the Property (the "Development").

B. The Development 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, the Owner hereby covenants and agrees that the Owner 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. The Owner 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 Owner 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 the Owner 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 Owner 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 Cross Access Easement Areas 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 the Owner. 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 the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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.

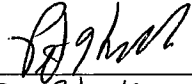
This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

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

SEE FOLLOWING PAGE FOR SIGNATURES

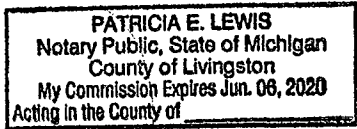
OWNER:

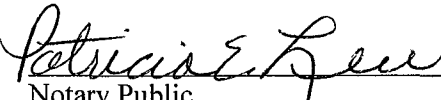
PROVIDENCE HOSPITAL AND
MEDICAL CENTERS, INC.
a Michigan nonprofit corporation


By: Peter Karadjoff
Its: President, Providence Park

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28 day of July, 2015,
by Peter Karadjoff, as the President, Providence Park of Providence Hospital and
Medical Centers, Inc.




Notary Public
Oakland County, Michigan
My Commission Expires: June 8, 2020

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
____ 2015, by, _____, on behalf of the City of Novi, a
Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

CONSENT TO EASEMENT

As the holder of a ground lessee's interest in and to the property referenced in the Storm Drainage Facility Maintenance Easement Agreement dated July 29th, 2015, whereby Providence Hospital and Medical Centers, Inc., a Michigan nonprofit corporation, grants and conveys said easement to the City of Novi, a Michigan municipal corporation, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 29th day of July, 2015.

PROVIDENCE PARK SENIOR LIVING, LLC,
a Michigan limited liability company

By: Warren Rose
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 29 day of July, 2015, by Warren Rose, the Manager of Providence Park Senior Living, LLC.

Dawn E. Schultz
Notary Public

OAKLAND County, MI

My commission expires: June 26, 2016

DAWN E. SCHULTZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jun 26, 2016
ACTING IN COUNTY OF OAKLAND

Drafted by:

Elizabeth M. Kudla Saarela, Esq
34405 W. 12 Mile Rd., Suite 200
Farmington Hills, MI 48331

And when recorded return to:

Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Rd
Novi, MI 48375

EXHIBIT A

The Property

DESCRIPTION OF PROVIDENCE PARK HOSPITAL CAMPUS PROPERTY

Part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the East $\frac{1}{4}$ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 60.00 feet along the East-West $\frac{1}{4}$ line to the west right of way line of Beck Road (variable right of way) and the POINT OF BEGINNING; thence South 01 degrees 21 minutes 47 seconds East 1,971.74 feet along said right of way line; thence South 87 degrees 20 minutes 58 seconds West 777.29 feet; thence South 01 degrees 54 minutes 30 seconds East 667.00 feet to the South line of said Section 17 and centerline of Eleven Mile Road (33 foot right of way); thence South 87 degrees 21 minutes 00 seconds West 326.50 feet along said South line and centerline; thence North 01 degrees 54 minutes 30 seconds West 667.00 feet; thence South 87 degrees 20 minutes 58 seconds West 162.32 feet; thence South 01 degrees 53 minutes 29 seconds East 368.99 feet; thence South 87 degrees 21 minutes 00 seconds West 280.07 feet; thence South 01 degrees 53 minutes 15 seconds East 298.00 feet to the South line of said Section 17 and centerline of Eleven Mile Road (33 foot right of way); thence South 87 degrees 21 minutes 00 seconds West 199.89 feet along said South line and centerline; thence North 02 degrees 09 minutes 22 seconds West 484.00 feet; thence South 87 degrees 21 minutes 00 seconds West 180.00 feet; thence North 02 degrees 09 minutes 22 seconds West 834.05 feet; thence South 87 degrees 19 minutes 01 seconds West 666.08 feet to the North-South $\frac{1}{4}$ line of said Section 17; thence North 02 degrees 25 minutes 16 seconds West 1317.63 feet along said North-South $\frac{1}{4}$ line to the center of said Section 17; thence North 02 degrees 46 minutes 41 seconds West 1816.04 feet to the southerly right-of-way line of Grand River Avenue (120 feet wide); thence along said southerly right of way line the following three (3) courses: (1) South 73 degrees 26 minutes 47 seconds East 1593.03 feet, (2) South 72 degrees 01 minutes 36 seconds East 605.22 feet, and (3) South 73 degrees 27 minutes 18 seconds East 600.00 feet to the west right of way line of said Beck Road; thence along said west right of way line the following three (3) courses: (1) South 02 degrees 00 minutes 50 seconds East 210.90 feet, (2) North 87 degrees 59 minutes 10 seconds East 5.00 feet, and (3) South 02 degrees 00 minutes 50 seconds East 667.73 feet to the East-West $\frac{1}{4}$ line of said Section 17 and the POINT OF BEGINNING.. Said description contains 200.965 acres, more or less.

EXHIBIT B

Schedule of Maintenance and Related Information

**Schedule of Maintenance and Related Information
Rose Senior Living at Providence Park, Novi, Michigan**

Maintenance Activities	Forbays	Open Detention Basins	Responsible Party	Frequency	Annual Cost
Regular Inspections					
Check outlet for clogging and clean when necessary. Replace stone around standpipe as needed	X	X	Edward Rose	Annually and after major events	\$1,500.00
Inspect entire system: inlet/outlet pipe, animal grate and filters	X	X	Edward Rose	Annually	\$800.00
Wet weather inspections of structural elements, and inspection for sediment accumulation in detention basin (By Professionla Engineer reporting to Respsonsible Agency or Owner)			Edward Rose	Annually with As-built Plans	\$1,600.00
Sediment/Pollution Removal					
Inspection for sediment accumulation. Remove sediment when accumulation reached six inches or resuspension is observed	X	X	Edward Rose	Annually	\$2,500.00
Vegetation Management					
Reseed banks near inlet/out and stabilize eroded banks	X	X	Edward Rose	As needed	\$1,000.00
Add additional plantings	X	X	Edward Rose	As needed	\$1,500.00
Remove dead vegetation that obstructs flow	X	X	Edward Rose	Annually in Early Spring	\$1,500.00
Mowing Buffer Areas	X	X	Edward Rose	Up to 2 times/year	\$1,600.00
Replace planting	X	X	Edward Rose	After one (1) year	\$2,500.00
Debris and Litter Control					
Inspection for and removal floatable and debris	X	X	Edward Rose	Annually	\$800.00
Embankment and Outlet Stabilization					
Check bank and bottom for erosion and correct as necessary	X	X	Edward Rose	Annually	\$1,500.00

Notes

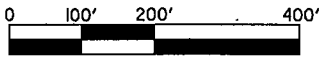
- Detail description is required for periodic inspection, adjustments and replacement
- Record keeping of operation and expenditures for preventative and correct maintenance activities is required
- Emergency inspection on an as-needed basis, upon identification of severe problems, should be carried out by a professional engineer

EXHIBIT C

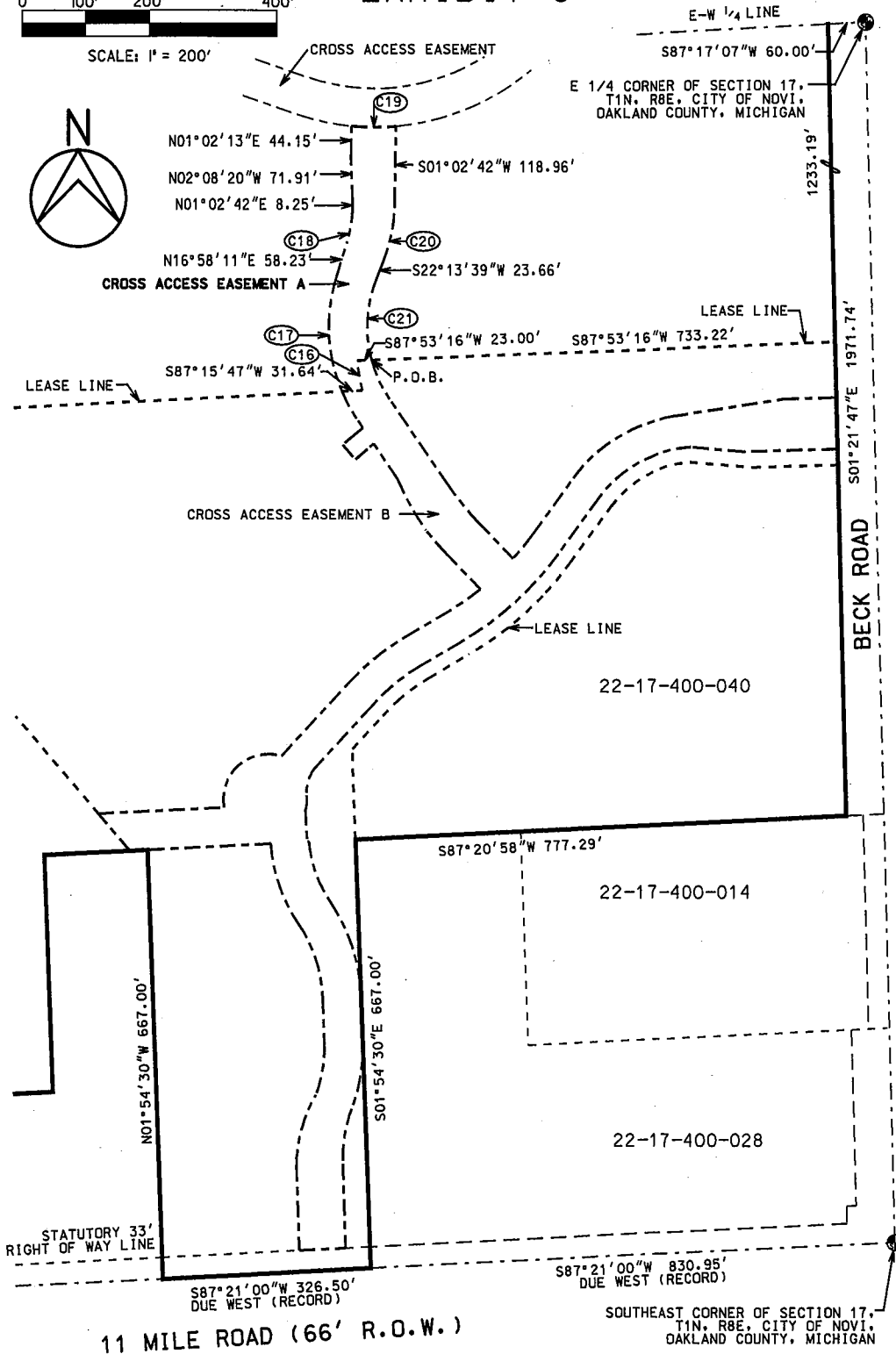
Cross Access Easement Areas

CROSS ACCESS EASEMENT

EXHIBIT C



SCALE: 1" = 200'



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REV. 07-23-15
 REV. 06-11-15
 REV. 10-22-14
 REV. 06-30-14
 REV. 06-27-14

JOB NO. 20130648
DATE 05-19-14

HUBBELL, ROTH & CLARK, INC.
 CONSULTING ENGINEERS
 555 HULET DRIVE
 BLOOMFIELD HILLS, MICH.

SHEET NO. 1
OF 6

11 MILE ROAD (66' R.O.W.)

SOUTHEAST CORNER OF SECTION 17,
T1N. R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

E 1/4 CORNER OF SECTION 17,
T1N. R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

TIME -25-JUL-2015 11:31

PEW TBL -\\msb\p\working\chitect\p

OU/EUE -\\vamp\p\Survey_Legal_CADD_TBL -\\MSB\p\p\tracolor2\p

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Δ = 05° 07' 29"
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C17
L = 181.56'
R = 260.00'
Δ = 40° 00' 35"
CH = N03° 02' 07"W
177.89'

C18
L = 55.59'
R = 200.00'
Δ = 15° 55' 29"
CH = N09° 00' 26"E
55.41'

C19
L = 70.10'
R = 380.00'
Δ = 10° 34' 13"
CH = S89° 38' 22"E
70.00'

C20
L = 96.12'
R = 260.00'
Δ = 21° 10' 57"
CH = S11° 38' 10"W
95.58'

C21
L = 130.95'
R = 20.00'
Δ = 37° 30' 53"
CH = S03° 28' 12"W
128.62'

REV. 07-23-15
REV. 06-11-15
REV. 10-22-14
REV. 06-27-14

JOB NO. 20130648
DATE 05-19-14

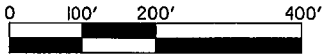
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.

P.O. BOX 824
48303-0824

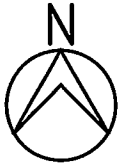
SHEET NO.
2
OF 6

CROSS ACCESS EASEMENT

EXHIBIT C



SCALE: 1" = 200'



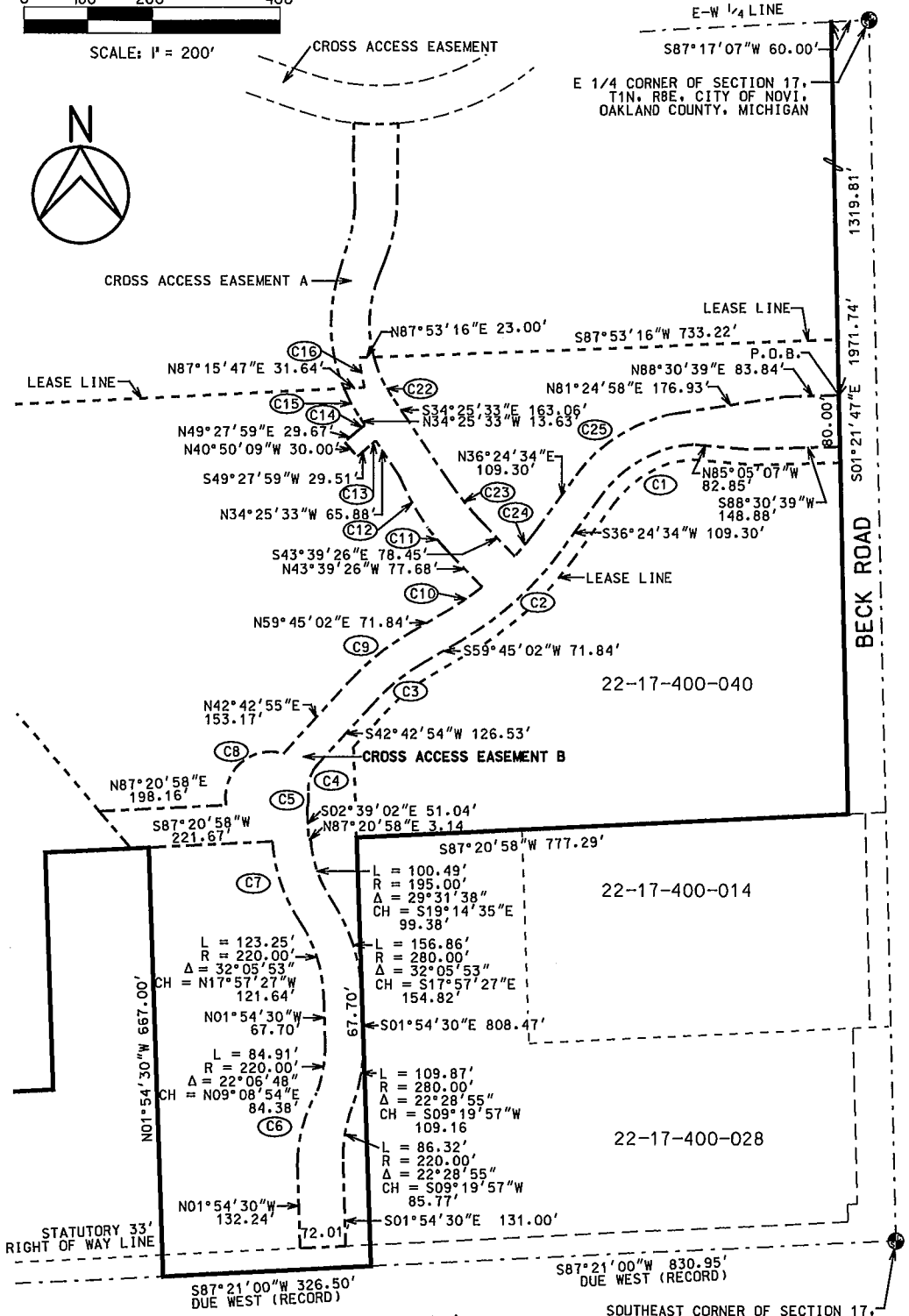
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USER NAME - dshart



11 MILE ROAD (66' R.O.W.)

REV. 07-23-15
REV. 06-11-15
REV. 10-22-14
REV. 06-30-14
REV. 06-27-14

JOB NO. 20130648	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824
DATE 05-19-14		

SHEET NO. 3
OF 6

E 1/4 CORNER OF SECTION 17,
T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SOUTHEAST CORNER OF SECTION 17,
T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

DESCRIPTION OF CROSS ACCESS EASEMENT A

Part of the Southeast ¼ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the East ¼ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 60.00 feet along the East-West ¼ line to the west right of way line of Beck Road (variable right of way) and South 01 degrees 21 minutes 47 seconds East 1,233.19 feet along said right of way line and South 87 Degrees 53 Minutes 16 Seconds West 733.22 feet to the POINT OF BEGINNING; thence South 87 Degrees 53 Minutes 16 Seconds West 23.00 feet; thence along an arc 47.41 feet to the left, said curve having a radius of 530.00 feet, a central angle of 05 Degrees 07 Minutes 29 Seconds and a chord bearing South 10 Degrees 01 Minutes 23 Seconds East 47.39 feet; thence South 87 Degrees 15 Minutes 47 Seconds West 31.64 feet; thence along an arc 181.56 feet to the right, having a radius of 260.00 feet, a central angle of 40 Degrees 00 Minutes 35 Seconds and a chord bearing North 03 Degrees 02 Minutes 07 Seconds West for 177.89 feet; thence North 16 Degrees 58 Minutes 11 Seconds East 58.23 feet; thence along an arc 55.59 feet; to the left, having a radius of 200.00 feet, a central angle of 15 Degrees 55 Minutes 29 Seconds and a chord bearing North 09 Degrees 00 Minutes 26 Seconds East for 55.41 feet; thence North 01 Degrees 02 Minutes 42 Seconds East 8.25 feet; thence North 02 Degrees 08 Minutes 20 Seconds West 71.91 feet; thence North 01 Degrees 02 Minutes 13 Seconds East 44.15 feet; thence along an arc 70.10 feet to the left, having a radius of 380.00 feet, a central angle of 10 Degrees 34 Minutes 13 Seconds and a chord bearing South 89 Degrees 38 Minutes 22 Seconds East for 70.00 feet; thence South 01 Degrees 02 Minutes 42 Seconds West 118.96 feet; thence along an arc 96.12 feet to the right, having a radius of 260.00 feet, a central angle of 21 Degrees 10 Minutes 57 Seconds and a chord bearing South 11 Degrees 38 Minutes 10 Seconds West for 95.58 feet; thence South 22 Degrees 13 Minutes 39 Seconds West 23.66 feet; thence along an arc 130.95 feet to the left, having a radius of 200.00 feet, a central angle of 37 Degrees 30 Minutes 53 Seconds, and a chord bearing South 03 Degrees 28 Minutes 12 Seconds West for 128.62 feet to the POINT OF BEGINNING. Said easement contains 25,292 square feet, or 0.581 acres, more or less.

DESCRIPTION OF CROSS ACCESS EASEMENT B

Part of the Southeast ¼ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the East ¼ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 60.00 feet along the East-West ¼ line to the west right of way line of Beck Road (variable right of way) and South 01 degrees 21 minutes 47 seconds East 1,319.81 feet along said right of way line to the POINT OF BEGINNING; thence South 1 Degrees 21 Minutes 47 Seconds East a distance of 80.00 feet; thence South 88 Degrees 30 Minutes 39 Seconds West a distance of 148.88 feet; thence North 85 Degrees 05 Minutes 07 Seconds West a distance of 82.85 feet; thence along an arc 172.05 feet to the left, having a radius of 191.25 feet, a central angle of 51 Degrees 32 Minutes 34 Seconds and a chord bearing South 62 Degrees 10 Minutes 51 Seconds West 166.30 feet; thence South 36 Degrees 24 Minutes 34 Seconds West a distance of 109.30 feet; thence along an arc 206.44 feet to the right, having a radius of 506.75 feet, a central angle of 23 Degrees 20 Minutes 28 Seconds and a chord bearing South 48 Degrees 04 Minutes 48 Seconds West 205.02 feet; thence South 59 Degrees 45 Minutes 02 Seconds West a distance of 71.84 feet; thence along an arc 102.06 feet to the left, having a radius of 343.25 feet, a central angle of 17 Degrees 02 Minutes 08 Seconds and a chord bearing South 51 Degrees 13 Minutes 58 Seconds West 101.68 feet; thence South 42 Degrees 42 Minutes 54 Seconds West a distance of 126.53 feet; thence along an arc 50.45 feet to the left, having a radius of 60.25 feet, a central angle of 47 Degrees 58 minutes 39 Seconds and a chord bearing South 18 Degrees 43 Minutes 35 Seconds West 48.99 feet; thence along an arc 21.90 feet to the right, having a radius of 60.75 feet, a central angle of 20 Degrees 39 Minutes 00 Seconds and a chord bearing South 05 Degrees 03 Minutes 45 Seconds West 21.78 feet; thence South 02 Degrees 39 Minutes 02 Seconds East a distance of 51.04 feet; thence North 87 Degrees 20 Minutes 58 Seconds East 3.14 feet; thence along an arc 100.49 feet to the left, having a radius of 195.00 feet, a central angle of 29 Degrees 31 Minutes 38 Seconds and a chord bearing South 19 Degrees 14 Minutes 35 Seconds East 99.38 feet; thence along an arc 156.86 feet to the right, having a radius of 280.00 feet, a central angle of 32 Degrees 05 Minutes 53 Seconds and a chord bearing South 17 Degrees 57 Minutes 27 Seconds East 154.82 feet; thence South 01 Degrees 54 Minutes 30 Seconds East a distance of 67.70 feet; thence along an arc 109.87 feet to the right, having a radius of 280.00 feet, a central angle of 22 Degrees 28 Minutes 55 Seconds and a chord bearing South 09 Degrees 19 Minutes 57 Seconds West 109.16 feet; thence along an arc 86.32 feet to the left, having a radius of 220.00 feet, a central angle of 22 Degrees 28 Minutes 55 Seconds and a chord bearing South 09 Degrees 19 Minutes 57 Seconds West 85.77 feet; thence South 1 Degrees 54 Minutes 30 Seconds East a distance of 131.00 feet; South 87 degrees 21

minutes 00 seconds West 72.01 feet; thence North 01 Degrees 54 Minutes 30 Seconds West a distance of 132.24 feet; thence along an arc 114.58 feet to the right, having a radius of 216.00 feet, a central angle of 30 Degrees 23 Minutes 31 Seconds and a chord bearing North 15 Degrees 28 Minutes 03 Seconds East 113.24 feet; thence along an arc 84.91 feet to the left, having a radius of 220.00 feet, a central angle of 22 Degrees 06 Minutes 48 Seconds and a chord bearing North 09 Degrees 08 Minutes 54 Seconds East 84.38 feet; thence North 01 Degrees 54 Minutes 30 Seconds West a distance of 67.70 feet; thence along an arc 123.25 feet to the left, having a radius of 220.00 feet, a central angle of 32 degrees 05 Minutes 53 seconds and a chord bearing North 17 Degrees 57 Minutes 27 Seconds West 121.64 feet; thence along an arc 133.33 feet to the right, having a radius of 255.00 feet, a central angle of 29 Degrees 57 Minutes 27 Seconds and a chord bearing North 19 Degrees 01 Minutes 40 Seconds West 131.82 feet; thence South 87 Degrees 20 Minutes 58 Seconds West 221.67 feet; thence North 40 degrees 32 Minutes 01 Seconds West 76.02 feet; thence North 87 Degrees 20 Minutes 58 Seconds E 198.16 feet; thence along an arc 144.26 feet to the right, having a radius of 70.00 feet, a central angle of 118 Degrees 04 Minutes 34 Seconds and a chord bearing North 48 Degrees 18 Minutes 00 Seconds East 120.05 feet; thence North 42 Degrees 42 Minutes 55 Seconds East a distance of 153.17 feet; thence along an arc 117.15 feet to the right, having a radius of 394.00 feet, a central angle of 17 Degrees 02 Minutes 08 Seconds and a chord bearing North 51 Degrees 13 Minutes 58 Seconds East 116.72 feet; thence North 59 Degrees 45 Minutes 02 Seconds East a distance of 71.84 feet; thence along an arc 66.66 feet; to the left, having a radius of 456.00 feet, a central angle of 08 Degrees 22 Minutes 32 seconds and a chord bearing North 55 Degrees 33 Minutes 46 Seconds East 66.60 feet; thence North 43 Degrees 39 Minutes 26 Seconds West a distance of 77.68 feet; thence along an arc 47.97 feet; to the right, having a radius of 534.00 feet , a central angle of 05 Degrees 08 Minutes 47 Seconds and a chord bearing North 41 Degrees 05 Minutes 02 Seconds West 47.95 feet; thence along an arc 92.15 feet; to the right, having a radius of 464.00 feet, a central angle 11 Degrees 22 Minutes 45 Seconds and a chord bearing North 29 Degrees 02 Minutes 05 Seconds West 92.00 feet; thence North 34 Degrees 25 Minutes 33 Seconds West a distance of 65.88 feet; thence along an arc 8.38 feet; to the left, having a radius of 85.00 feet, a central of 05 Degrees 38 Minutes 47 Seconds and a chord bearing South 52 Degrees 17 Minutes 23 Seconds West 8.37 feet; thence South 49 Degrees 27 Minutes 59 Seconds West a distance of 29.51 feet; thence North 40 Degrees 50 Minutes 09 Seconds West a distance of 30.00 feet; thence North 49 Degrees 27 Minutes 59 Seconds East a distance of 29.67 feet; thence along an arc 11.57 feet to the right, having a radius of 115.00 feet, a central angle 05 Degrees 46 Minutes 00 Seconds and a chord bearing North 52 Degrees 20 Minutes 59 Seconds East 11.57 feet; thence North 34 Degrees 25 Minutes 33 Seconds West a distance of 13.63 feet; thence along an arc 51.67 feet to the right, having a radius of 260.00 feet, a central angle of 11 degrees 23 Minutes 08 Seconds and a chord bearing North 28 Degrees 43 Minutes 58 Seconds West 51.58 feet; thence North 87 Degrees 15 Minutes 47 Seconds East a distance of 31.64 feet; thence along an arc 47.41 feet to the left, said curve having a radius of 530.00 feet, a central angle of 05 Degrees 07 Minutes 29 Seconds and a chord bearing North 10 Degrees 01 Minutes 23 Seconds West 47.39 feet; thence North 87 Degrees 53 Minutes 16 Seconds East a distance of 23.00 feet; thence along an arc 66.81 feet; to the left, having a radius of 200.00 feet, and a central angle of 19 Degrees 08 Minutes 18 Seconds, and a chord bearing South 24 Degrees 51 Minutes 23 Seconds East 66.50 feet; thence South 34 Degrees 25 Minutes 33 Seconds East a distance of 163.06 feet; thence along an arc 74.76 feet to the left, having a radius of 464.00 feet, and a central angle of 09 degrees 13 Minutes 53 Seconds and a chord bearing South 39 Degrees 02 Minutes 30 Seconds East 74.68 feet; thence South 43 Degrees 39 Minutes 26 Seconds East a distance of 78.45 feet; thence along an arc 49.03 feet to the left, having a radius of 456.00 feet, a central angle of 06 Degrees 09 Minutes 40 Seconds and a chord bearing North 39 Degrees 29 Minutes 24 Seconds East 49.01 feet; thence North 36 Degrees 24 Minutes 34 Seconds East a distance of 109.30 feet; thence along an arc 190.09 feet to the right, having a radius of 242.00 feet, a central angle of 45 Degrees 00 Minutes 23 seconds and a chord bearing North 58 Degrees 54 Minutes 46 Seconds East 185.24 feet; thence North 81 Degrees 24 Minutes 58 Seconds East a distance of 176.93 feet; thence North 88 Degrees 30 Minutes 39 Seconds East a distance of 83.84 feet and the POINT OF BEGINNING. Said easement contains 153,076 square feet, or 3.514 acres, more or less.

DESCRIPTION OF DETENTION / SEDIMENTATION BASIN EASEMENT

Commencing at the East ¼ corner of said Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; thence South 87 Degrees 17 Minutes 07 Seconds West 60.00 feet along the East-West ¼ line to the west right of way line of Beck Road (variable right of way); thence South 01 degrees 21 minutes 47 seconds East 1,319.81 feet along said right of way line; thence South 88 Degrees 30 Minutes 39 Seconds West 83.84 feet; thence South 81 Degrees 24 Minutes 58 Seconds West 176.93 feet; thence along an arc 190.09 feet to the left, having a radius of 242.00 feet, a central angle of 20 Degrees 49 Minutes 56 seconds and a chord bearing South 70 Degrees 59 Minutes 59 Seconds West 87.51 feet; thence North 29 Degrees 24 Minutes 59 Seconds West 6.00 feet to the Point of Beginning; thence along an arc 104.63 feet to the left, having a radius of 248.00 feet, a central angle of 24 Degrees 10 Minutes 19 Seconds and a chord bearing South 48 Degrees 29 Minutes 52 Seconds West 103.85 feet; thence South 36 Degrees 24 Minutes 34 Seconds West 127.31 feet; thence along a curve to the right 34.20, said curve having a radius of 20.00 feet, a central angle of 97 Degrees 57 Minutes 41 Seconds and a chord bearing South 85 Degrees 23 Minutes 25 Seconds West for 30.18 feet; thence North 45 Degrees 37 Minutes 44 Seconds West 50.06 feet; thence along a curve to the right 90.34 feet, said curve having a radius of 462.00 feet, a central angle of 11 Degrees 12 Minutes 12 Seconds and a chord bearing North 40 Degrees 01 Minutes 39 Seconds West for 90.19 feet; thence North 34 Degrees 25 Minutes 33 Seconds West 79.68 feet; thence along a curve to the right 31.87 feet, said curve having a radius of 15.00 feet, a central angle of 121 Degrees 44 Minutes 34 Seconds and a chord bearing North 26 Degrees 26 Minutes 44 Seconds East 26.21 feet; thence North 87 Degrees 19 Minutes 01 Seconds East 301.24 feet; thence along an arc 48.15 feet to the right, having a radius of 18.00 feet, a central angle of 153 Degrees 16 Minutes 00 Seconds and a chord bearing South 16 Degrees 02 Minutes 59 Seconds East 35.02 feet and the POINT OF BEGINNING. Said easement contains 38,884 square feet, or 0.893 acres, more or less.