

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item C February 3, 2014

SUBJECT: Acceptance of a Conservation Easement from The Medilodge Group for woodland and wetland conservation areas on the Medilodge of Novi site, located on the north side of Eleven Mile Road between Beck Road and Wixom Road in Section 17 of the City.

SUBMITTING DEPARTMENT: Department of Community Development, ^{Beck} Planning Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The property totals 20 acres. The current zoning of the property is RM-1, Low Density, Low-Rise Multiple-Family Residential with a PRO. The applicant has received approval of and nearly completed construction on a 78,560 square foot, 120 bed convalescent home. The rezoning with PRO was tentatively approved by the City Council on March 8, 2010. The finalized PRO Agreement was approved by the City Council on July 18, 2011. A revised PRO Agreement to address a change in the location of the sanitary sewer was approved by the City Council on November 25, 2013.

The Planning Commission originally approved the Preliminary Site Plan and associated Wetland and Woodland Permits and Stormwater Management Plan on March 24, 2010. The revised Preliminary Site Plan, revised Wetland and Woodland Permits and revised Stormwater Management Plan were approved by the Planning Commission on July 27, 2011.

A condition of the PRO Agreement was that the applicant provide a conservation easement over approximately 8.5 acres on the northern and western portions of the site. The applicant has submitted the required Conservation Easement which covers 8.63 acres and contains regulated woodlands and wetlands. Exhibits A-C graphically depict the areas being preserved.

The easement has been reviewed by the City's professional staff and consultants. The easement is currently in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of a Conservation Easement from The Medilodge Group for woodland and wetland conservation areas on the Medilodge of Novi site, located on the north side of Eleven Mile Road between Beck Road and Wixom Road in Section 17 of the City.

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

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

LOCATION MAP

Preliminary Detention Calculations - South Basins

STORMWATER
RETENTION/RETARDATION
PROJECT: Redevelopment of
Lansing Engineering Properties, Inc.
Outfall County Stormwater Management Method

I. Control Data and Assumptions

- A. First Flush = 0.2712 x 40,280 = 10,916 gals
 B. Detention Volume = 4,379 x 1.00 = 4,379 cu ft
 C. Detention Volume Equation
 $V = (A_1 \times H_1) + (A_2 \times H_2) + (A_3 \times H_3)$
 where: A₁ = Area of storage elevation
 A₂ = Area of volume of storage elevation
 A₃ = Area of bottom of storage elevation

II. Detention Peak Values

1. First Flush, Detention Peak and Storage Above First

1. Controlling Peak = 927 AL
 2. Detention Peak = 927 AL

Water Surface	Flow (cfs)	Depth (ft)	Velocity (ft/s)
Detention Peak	927	3.87	0.61
Detention Peak	927	3.87	0.61
Detention Peak	927	3.87	0.61

3. First Flush Volume

V = 0.2712 x 40,280 = 10,916 CF

4. Detention Peak Volume

V = 4,379 x 1.00 = 4,379 CF

5. 100 Year Flood Volume

Q₁₀₀ = 8.14 x 8.50 = 69.19 CFS
 D₁₀₀ = 0.70 x 8.50 = 5.95 ft
 V₁₀₀ = 69.19 x 5.95 = 411.57 CF

Preliminary Detention Calculations - North Basin

STORMWATER
RETENTION/RETARDATION
PROJECT: Redevelopment of
Lansing Engineering Properties, Inc.
Outfall County Stormwater Management Method

I. Control Data and Assumptions

- A. First Flush = 0.2712 x 40,280 = 10,916 gals
 B. Detention Volume = 4,379 x 1.00 = 4,379 cu ft
 C. Detention Volume Equation
 $V = (A_1 \times H_1) + (A_2 \times H_2) + (A_3 \times H_3)$
 where: A₁ = Area of storage elevation
 A₂ = Area of volume of storage elevation
 A₃ = Area of bottom of storage elevation

II. Detention Peak Values

1. First Flush, Detention Peak and Storage Above First

1. Controlling Peak = 927 AL
 2. Detention Peak = 927 AL

Water Surface	Flow (cfs)	Depth (ft)	Velocity (ft/s)
Detention Peak	927	3.87	0.61
Detention Peak	927	3.87	0.61
Detention Peak	927	3.87	0.61

3. First Flush Volume

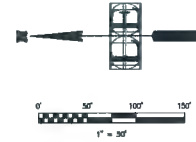
V = 0.2712 x 40,280 = 10,916 CF

4. Detention Peak Volume

V = 4,379 x 1.00 = 4,379 CF

5. 100 Year Flood Volume

Q₁₀₀ = 8.14 x 8.50 = 69.19 CFS
 D₁₀₀ = 0.70 x 8.50 = 5.95 ft
 V₁₀₀ = 69.19 x 5.95 = 411.57 CF



LEGEND

- SPOT GRADE: 1" = 5'
- CONTOUR: 1" = 5'
- WATER MAIN: 1" = 5'
- SANITARY SEWER: 1" = 5'
- STORM SEWER: 1" = 5'
- OVERHEAD: 1" = 5'
- FENCE: 1" = 5'
- GAS: 1" = 5'
- FLOODPLAIN: 1" = 5'
- WETLAND DELINEATION: 1" = 5'
- SIGN: 1" = 5'
- LIGHT POLE: 1" = 5'
- UTILITY POLE: 1" = 5'
- BOLLARD: 1" = 5'
- SOIL BORING: 1" = 5'
- SECTION CORNER: 1" = 5'
- DECIDUOUS TREE: 1" = 5'
- PEDESTAL: 1" = 5'
- GATE VALVE IN BOX: 1" = 5'
- GATE VALVE IN WELL: 1" = 5'
- DOMESTIC WATER WELL: 1" = 5'
- TEST WELL / MON. WELL: 1" = 5'
- BITUMINOUS PAVEMENT: 1" = 5'
- CONCRETE PAVEMENT: 1" = 5'
- INDICATES EXTENT OF PROPOSED CONSERVATION EASEMENT: 1" = 5'

Stormwater Detention Summary
 South Basins (Three in Series) North Basin N-1
 67311 of total proposed 11047 of total proposed
 51157 of required 9412 of required

LEGEND

- Ex. Floodplain Limit Line: ---
- Ex. Wetland Delineation Line: - - - -
- Proposed Drainage Divide Line: - - - - -

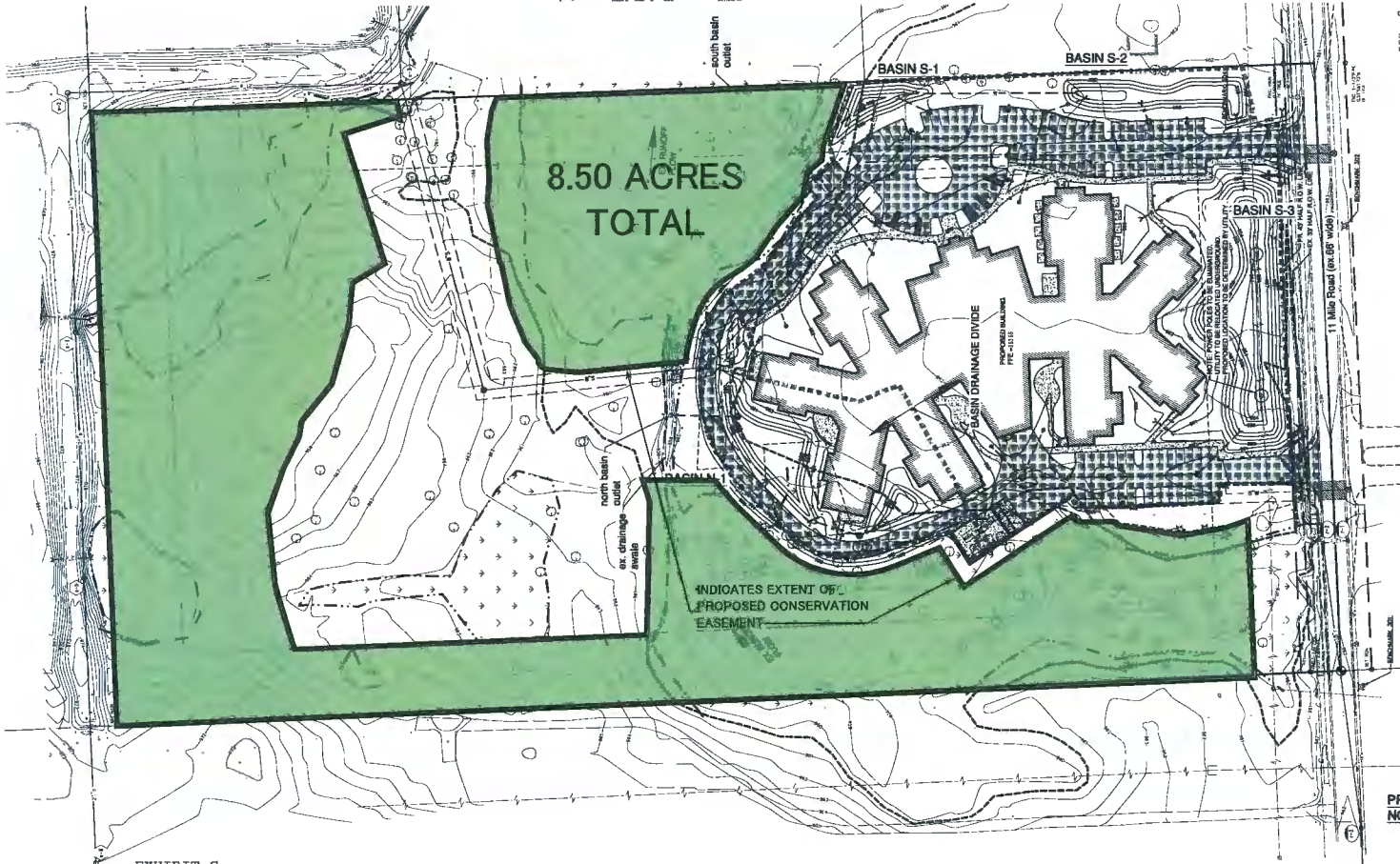


EXHIBIT-C

PRELIMINARY
 NOT FOR CONSTRUCTION

472 E. Washington St., Suite 100
 West Coon, MI 48327-8824
 Phone: (248) 398-2201
 Fax: (248) 398-2127
 www.livingston-engineering.com
 livingston@livingston.com

CONSULTANTS:
 CIVIL ENGINEER:
 LIVINGSTON ENGINEERING
 3300 2ND ST. S.E.
 GRAND RAPIDS, MI 49508-4816
 (248) 398-2201
 ELECTRICAL:
 E.T.S. ENGINEERING, INC.
 414 S. WASHINGTON
 WEST COON, MI 48327
 (248) 244-0800
 LANDSCAPE ARCHITECT:
 RUSSELL DESIGN
 114 SOUTH
 MORTONVILLE, MICHIGAN 48867
 (517) 225-7222
 ENVIRONMENTAL CONSULTANT:
 KINGS & MACGREGOR
 ENVIRONMENTAL INC
 60966 HOPKINS RD
 EASTON, MICHIGAN 48827
 (734) 804-0284

REV. PLAN

CLIENT:
 MEDILODGE OF NOVI
 11 MILE ROAD
 NOVI, MI 48274

PROJECT:
 PROPOSED BUILDING
 11 MILE ROAD
 NOVI, MI 48274

SHEET CONTENTS:
 STORM WATER MANAGEMENT
 PLAN

DATE: DESCRIPTION: DRAWN BY:



08/01/2010 PRELIMINARY SITEPLAN REVIEW TEA
 07/18/2010 PLAN REVIEW TEA
 11/02/2008 PRE APPLICATION TEA
 DATE DESCRIPTION DRAWN BY:

PROJECT NUMBER: 09011
 LE 09160
 SHEET NUMBER: C-3

SP10-05 Medilodge of Novi

Rezoning 18.695 with Planned Rezoning Overlay - Location



Map Author: Kristen Kapelanski
 Date: February 16, 2010
 Project: Medilodge of Novi PRO
 Version #: 1.0

Map Legend

Subject Property

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
 Department Division
 Department Name
 45175 W Ten Mile Rd
 Novi, MI 48375
 cityofnovi.org



1 inch = 881 feet

CITY ATTORNEY LETTER



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 20, 2014

Barb McBeth
Deputy Community Development Director
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: Medilodge of Novi – SP10-05D
Conservation Easement**

Dear Ms. McBeth:

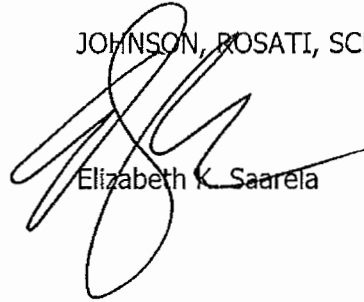
We have received and reviewed, and enclosed please find the Conservation Easement for the Medilodge of Novi development. The Conservation Easement protects the woodlands, wetlands and wooded wetland areas described in the attached and incorporated Exhibits B and C. The Conservation Easement excludes the public pathway constructed behind the project, as required by the PRO Agreement. Additionally, the terms of the City's Conservation Easement will be in place simultaneously with the MDEQ's Conservation Easement over the same area. The City Conservation Easement acknowledges the existence of the previously recorded MDEQ Conservation Easement and provides that actions taken with respect to the City Conservation Easement may not violate the MDEQ's Conservation Easement. We have no objection to this provision. The Conservation Easement is sufficient for the purposes provided. We can recommend approval and acceptance of the proposed Conservation Easement subject to the City's Planner's confirmation that the Conservation Easement areas are consistent with those shown on the approved PRO Plan for Medilodge of Novi.

Once the Conservation Easement has been approved by City Council, it should be recorded with the Oakland County Register of Deeds in the usual manner. Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me I that regard.

Barb McBeth, Deputy Community Development Director
January 20, 2014
Page 2

Sincerely,

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

A handwritten signature in black ink, appearing to read 'Elizabeth K. Saarela', is written over the typed name.

Elizabeth K. Saarela

EKS

C: Maryanne Cornelius, Clerk
Charles Boulard, Community Development Director
Kristen Kapelanski, Planner
Sheila Weber and Kristin Pace, Treasurer's Office
Sarah Marchioni, Building Permit Coordinator
Sue Troutman, City Clerk's Office
Alan J. Schwartz, Esquire
Thomas R. Schultz, Esquire

CONSERVATION EASEMENT

CONSERVATION EASEMENT

This **CONSERVATION EASEMENT**, made this _____ day of _____, 2014, is by and between Novi Real Estate, LLC, a Michigan limited liability company, whose address is 30230 Orchard Lake Road, Suite 160, Farmington Hills, Michigan 48334 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 17 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a skilled care nursing facility on the Property, subject to provision of an appropriate easement to permanently protect the woodlands, wetlands and wooded wetland areas located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibits B and C, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, *et seq.*, upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the woodlands, wetlands and wooded wetland areas as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition (except for the pedestrian pathway [the "Path"] that has been placed therein as set forth in the final site plan for the Property approved by the City), unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality ("MDEQ") and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the woodlands, wetlands and wooded wetland areas and/or vegetation within the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures (except the Path) on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Areas.

3. No grass or other vegetation shall be planted in the Easement Areas after the date of this Conservation Easement with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. This Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of this Conservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Conservation Easement, and/or in the event of a failure to preserve and/or maintain the woodlands, wetlands and wooded wetland areas in reasonable order and condition, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with any maintenance and/or preservation that is not undertaken within the stated reasonable time period. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing, shall determine that maintenance and/or preservation that has not been undertaken within the time specified in the notice is appropriate and must be completed, then the City shall thereupon have the power and authority, but not obligation to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation found by the City Council, or other body or official designated to conduct the hearing to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on the Property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses

may be collected by suit initiated against the Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. The City expressly acknowledges the existence of that certain Agreement for Conservation Easement, by and between Grantor and MDEQ, affecting the Easement Areas (the "MDEQ Conservation Easement"). Any maintenance and/or preservation completed in the Easement Areas by the City and/or its agents or contractors shall be done in compliance with, and without violation of, the MDEQ Conservation Easement.

7. Anything contained herein to the contrary notwithstanding, Grantor is not required to restore the woodlands, wetlands and wooded wetland areas due to alterations resulting from causes beyond Grantor's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable, natural causes or natural disasters, such as unintentional fires, floods, storms, or natural earth movement.

8. Within 90 days after this Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and describing its protected purpose, as indicated herein.


9. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

10. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement as of the day and year first above set forth.

IN WITNESS WHEREOF, the undersigned have executed this Conservation Easement Agreement as of the date first set forth above.

GRANTOR:

NOVI REAL ESTATE, LLC, a Michigan
limited liability company

By: 
Frank M. Wronski, President

Notarization and signatures continued on next page

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 14th day of January, 2014, before me, personally appeared Frank M. Wronski, in his capacity as President of Novi Real Estate, LLC, a Michigan limited liability company, who states that he has signed this document of his own free will, duly authorized on behalf of Novi Real Estate, LLC.

Lynnea C. Koerber
Lynnea C. Koerber Notary Public
Macomb County, Michigan
My Commission Expires: 11-19-2019
Acting in Oakland County

GRANTEE:

CITY OF NOVI, a Michigan municipal corporation

By: _____
Robert J. Gatt, Mayor

By: _____
Maryanne Cornelius, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this ____ day of _____, 2014, before me appeared Robert J. Gatt, Mayor and Maryanne Cornelius, Clerk, who stated that they have signed this document of their own free will on behalf of the City of Novi in their respective official capacities.

Notary Public

County, Michigan
My Commission Expires:
Acting in _____ County

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627

AND WHEN RECORDED RETURN TO:

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

EXHIBIT A

Legal Description of Property

Land situated in Section 17 of the City of Novi, Oakland County, Michigan, described as follows:

Beginning at the South 1/4 Corner of said Section 17; thence along the North-South 1/4 line of said Section 17, N 02°21'26" W, 1317.63 feet; thence along the North line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 17, N 87°22'54" E, 666.04 feet; thence along the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 17, S 02°05'30" E, 1318.04 feet; thence along the South line of said Section 17 and the centerline of Eleven Mile Road, (66 foot wide Right of Way), S 87°24'47" W, 659.93 feet to the POINT OF BEGINNING, Containing 20.056 acres, more or less. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Eleven Mile Road.

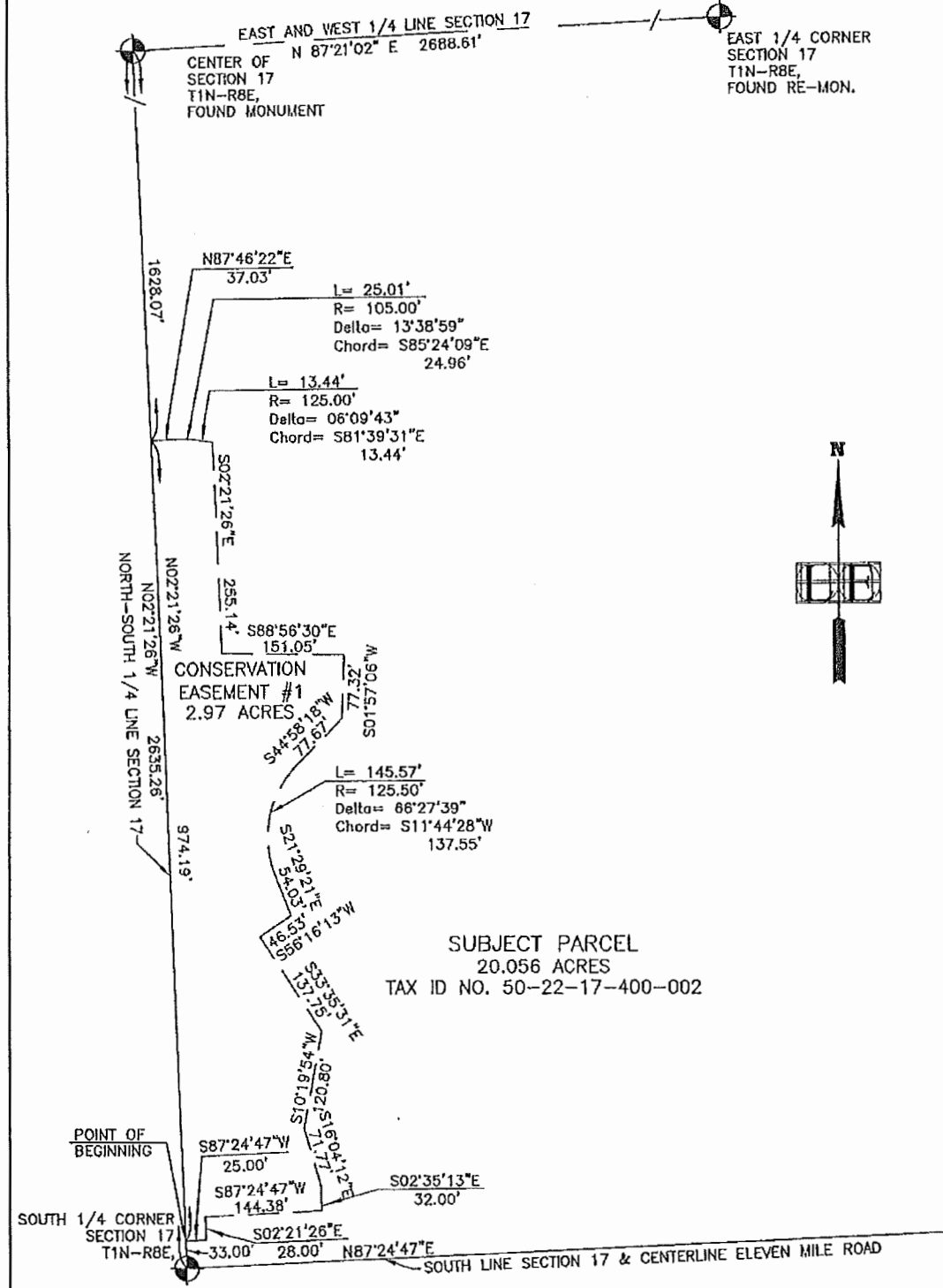
Tax Identification No. 50-22-17-400-002

EXHIBIT B

Legal Description of Easement Areas

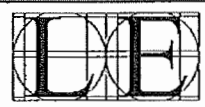
See attached.

EXHIBIT B - CONSERVATION EASEMENT #1



LEGEND	SECTION CORNER	SET IRON ROD	FOUND MONUMENT
	FENCE	FOUND IRON ROD/PIPE	SOIL BORING

EXHIBIT B

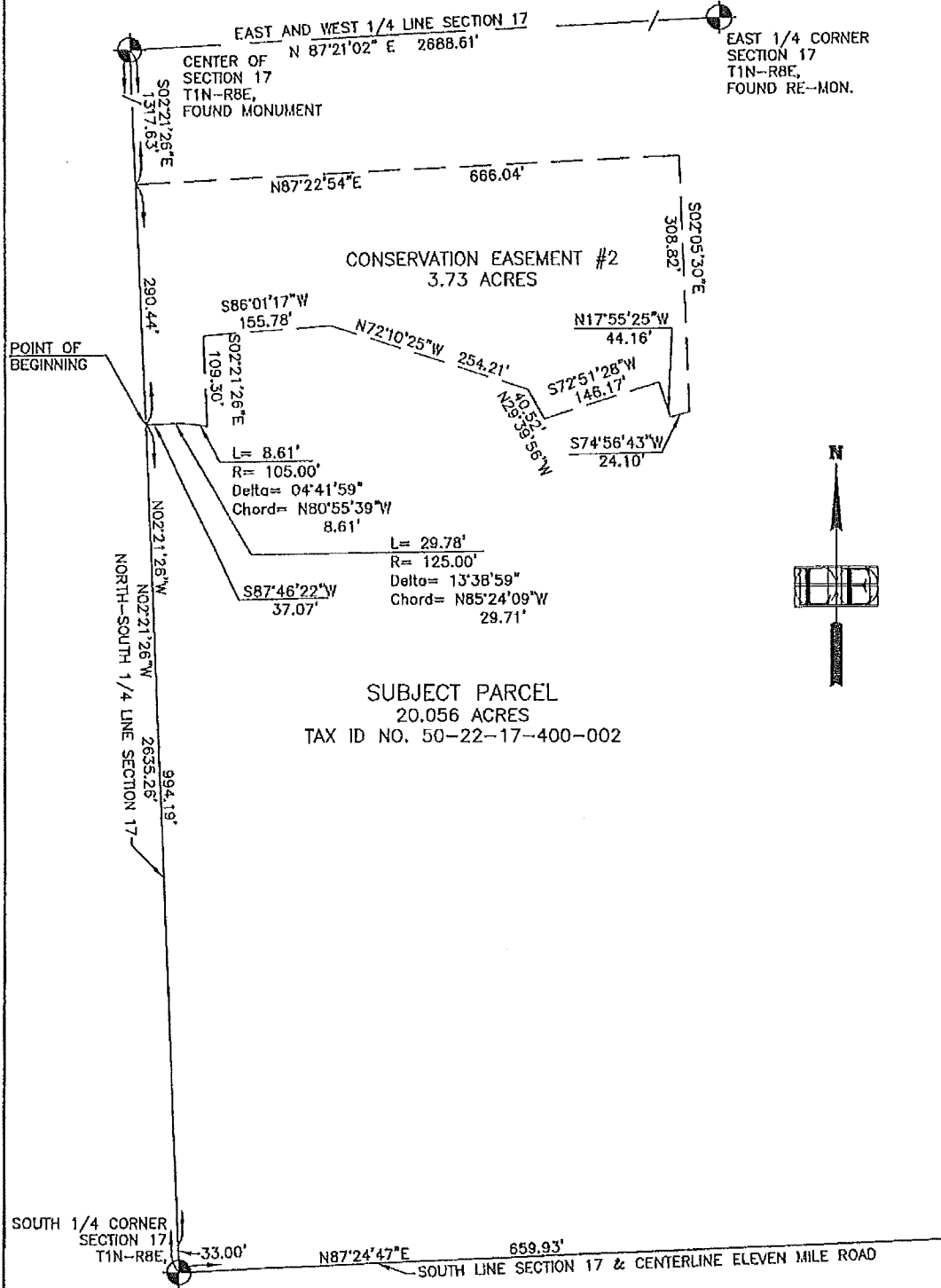


LIVINGSTON ENGINEERING
CIVIL ENGINEERING SURVEYING PLANNING
3900 S. OLD US. 23, BRIGHTON, MICHIGAN 48114
INTERNET: WWW.LIVINGSTONENG.COM PHONE: (810) 225-7100 FAX: (810) 225-7699



CLIENT MEDITLOGDE OF NOVI		DATE 06/18/13
DESCRIPTION SE 1/4, SECTION 17, T1N-R8E, CITY OF NOVI OAKLAND COUNTY, MICHIGAN	SCALE 1"=150'	REV. 09/12/13
	SHEET No. 1 of 4	CREW
	DRAWN NVP	CHECK

EXHIBIT B - CONSERVATION EASEMENT #2



○ SECTION CORNER	○ SET IRON ROD	● FOUND MONUMENT
--- FENCE	● FOUND IRON ROD/PIPE	● SOIL BORING

EXHIBIT B



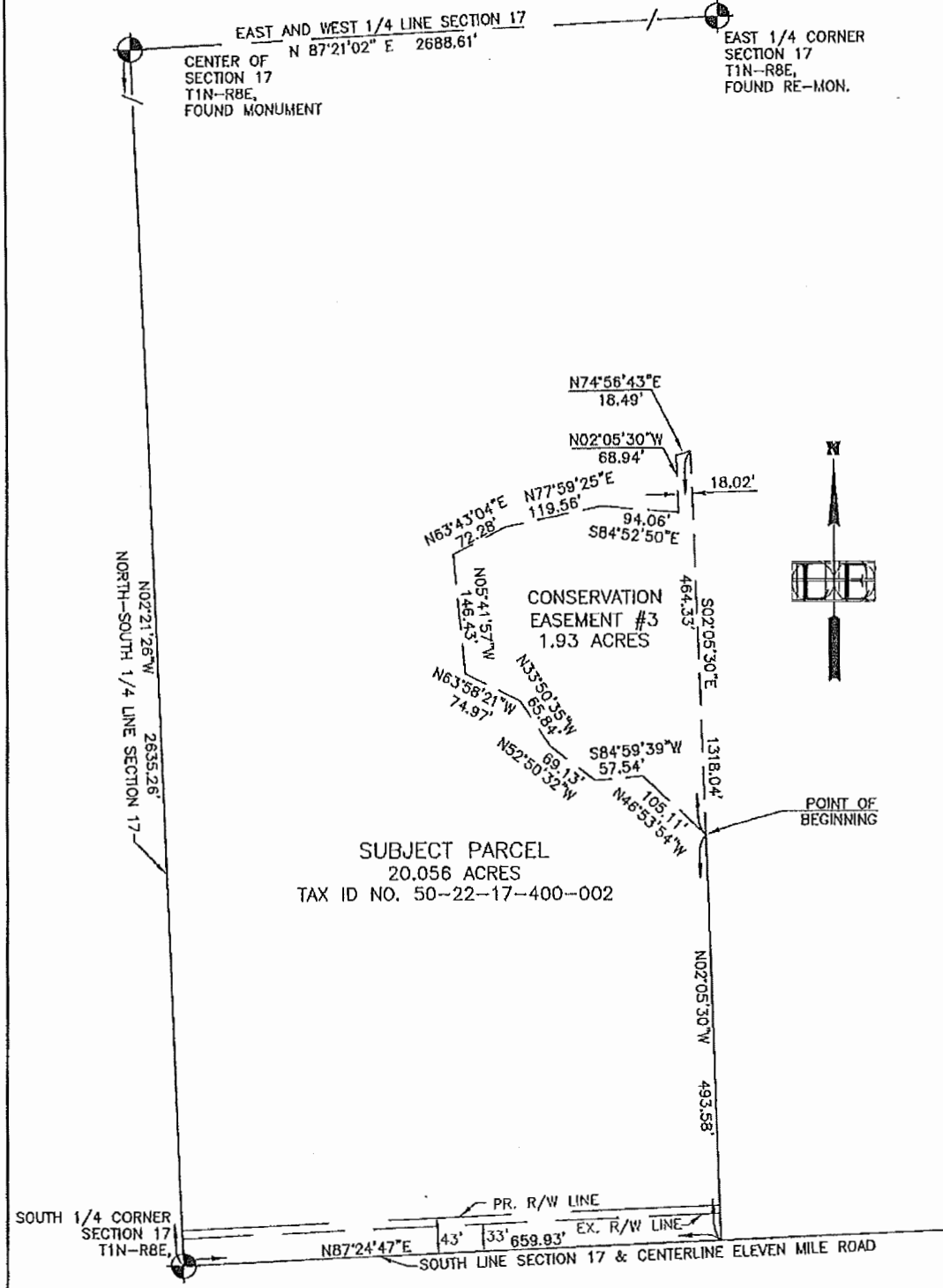
LIVINGSTON ENGINEERING
 CIVIL ENGINEERING SURVEYING PLANNING

3300 S. OLD U.S. 23, BRIGHTON, MICHIGAN 48114
 INTERNET: WWW.LIVINGSTONENG.COM PHONE: (810) 225-7100 FAX: (810) 225-7699

CLIENT MEDILODGE OF NOV	0' 150' 300'	DATE 06/18/13
DESCRIPTION SE 1/4, SECTION 17, T1N-R8E, CITY OF NOV OAKLAND COUNTY, MICHIGAN	SCALE 1"=150'	REV. 09/12/13
	JOB No. 09160	CREW
	SHEET No. 2 of 4	CHECK
	DRAWN NVP	



EXHIBIT B - CONSERVATION EASEMENT #3

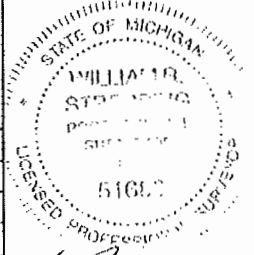


LEGEND	○ SECTION CORNER	○ SET IRON ROD	● FOUND MONUMENT
x-x-x FENCE	● FOUND IRON ROD/PIPE	● SOIL BORING	

EXHIBIT B



LIVINGSTON ENGINEERING
 CIVIL ENGINEERING SURVEYING PLANNING
 3300 S. OLD U.S. 23, BRIGHTON, MICHIGAN 48114
 INTERNET: WWW.LIVINGSTONENG.COM PHONE: (810) 225-7100 FAX: (810) 225-7899



CLIENT MEDILODGE OF NOVI	0' 150' 300'	DATE 06/18/13
DESCRIPTION SE 1/4 SECTION 17, T1N-R8E, CITY OF NOVI OAKLAND COUNTY, MICHIGAN	SCALE 1"=150'	REV. 09/12/13
	SHEET No 3 of 4	JOB No 09160
		DRAWN NVP
		CREW
		CHECK

FILE: G:\09160 JW Design Novi\dwg\survey\09160_conservation easement -exhibit B3.dwg

EXHIBIT B

CONSERVATION EASEMENT #1:

Part of the West ½ of the Southwest ¼, of the Southeast ¼ of Section 17, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the South ¼ corner of said Section 17; thence along the North-South ¼ line of said Section 17, N 02°21'26" W, 33.00 feet to the POINT OF BEGINNING of the Conservation Easement to be described; thence continuing along the North-South ¼ line of said Section 17, N 02°21'26" W, 974.19 feet; thence N 87°46'22" E, 37.03 feet; thence along the arc of a curve right, 25.01 feet, said curve has a radius of 105.00 feet, a central angle of 13°38'59" and a long chord which bears S 85°24'09" E, 24.96 feet; thence along the arc of a curve left, 13.44 feet, said curve has a radius of 125.00 feet, a central angle of 06°09'43" and a long chord which bears S 81°39'31" E, 13.44 feet; thence S 02°21'26" E, 255.14 feet; thence S 88°56'30" E, 151.05 feet; thence S 01°57'06" W, 77.32 feet; thence S 44°58'18" W, 77.67 feet; thence along the arc of a curve left, 145.57 feet, said curve has a radius of 125.50 feet, a central angle of 66°27'39" and a long chord which bears S 11°44'28" W, 137.55 feet; thence S 21°29'21" E, 54.03 feet; thence S 56°16'13" W, 46.53 feet; thence S 33°35'31" E, 137.75 feet; thence S 10°19'54" W, 120.80 feet; thence S 16°04'12" E, 71.77 feet; thence S 02°35'13" E, 32.00 feet; thence S 87°24'47" W, 144.38 feet; thence S 02°21'26" E, 28.00 feet; thence S 87°24'47" W, 25.00 feet to the Point of Beginning, Containing 2.97 Acres, more or less.

CONSERVATION EASEMENT #2:

Part of the West ½ of the Southwest ¼, of the Southeast ¼ of Section 17, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the South ¼ corner of said Section 17; thence along the North-South ¼ line of said Section 17, N 02°21'26" W, 33.00 feet to the northerly right-of-way of Eleven Mile Road (66 feet wide); thence continuing along the North-South ¼ line of said Section 17, N 02°21'26" W, 994.19 feet to the POINT OF BEGINNING of the Conservation Easement to be described; thence continuing along the North-South ¼ line of said Section 17, N 02°21'26" W, 290.44 feet; thence N 87°22'54" E, 666.04 feet; thence S 02°05'30" E, 308.82 feet; thence S 74°56'43" W, 24.10 feet; thence N 17°55'25" W, 44.16 feet; thence S 72°51'28" W, 146.17 feet; thence N 29°39'56" W, 40.52 feet; thence N 72°10'25" W, 254.21 feet; thence S 86°01'17" W, 155.78 feet; thence S 02°21'26" E, 109.30 feet; thence along the arc of a curve right, 8.61 feet, said curve has a radius of 105.00 feet, a central angle of 04°41'59" and a long chord which bears N 80°55'39" W, 8.61 feet; thence along the arc of a curve left, 29.78 feet, said curve has a radius of 125.00 feet, a central angle of 13°38'59" and a long chord which bears N 85°24'09" W, 29.71 feet; thence S 87°46'22" W, 37.07 feet to the Point of Beginning, Containing 3.73 Acres, more or less.

CONSERVATION EASEMENT #3:

Part of the West ½ of the Southwest ¼, of the Southeast ¼ of Section 17, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the South ¼ corner of said Section 17; thence along the South line of said Section 17 and the centerline of Eleven Mile Road (66 feet wide), N 87°24'47" E, 659.93 feet; thence N 02°05'30" W, 493.58 feet to the POINT OF BEGINNING of the Conservation Easement to be described; thence N 46°53'54" W, 105.11 feet; thence S 84°59'39" W, 57.54 feet; thence N 52°50'32" W, 69.13 feet; thence N 33°50'35" W, 65.84 feet; thence N 63°58'21" W, 74.97 feet; thence N 05°41'57" W, 146.43 feet; thence N 63°43'04" E, 72.28 feet; thence N 77°59'25" E, 119.56 feet; thence S 84°52'50" E, 94.06 feet; thence N 02°05'30" W, 68.94 feet; thence N 74°56'43" E, 18.49 feet; thence S 02°05'30" E, 464.33 feet to the Point of Beginning, Containing 1.93 Acres, more or less.



LIVINGSTON ENGINEERING

3300 S. OLD U.S. 23, BRIGHTON, MICHIGAN 48114

PHONE: 810-225-7100

www.livingstoneng.com

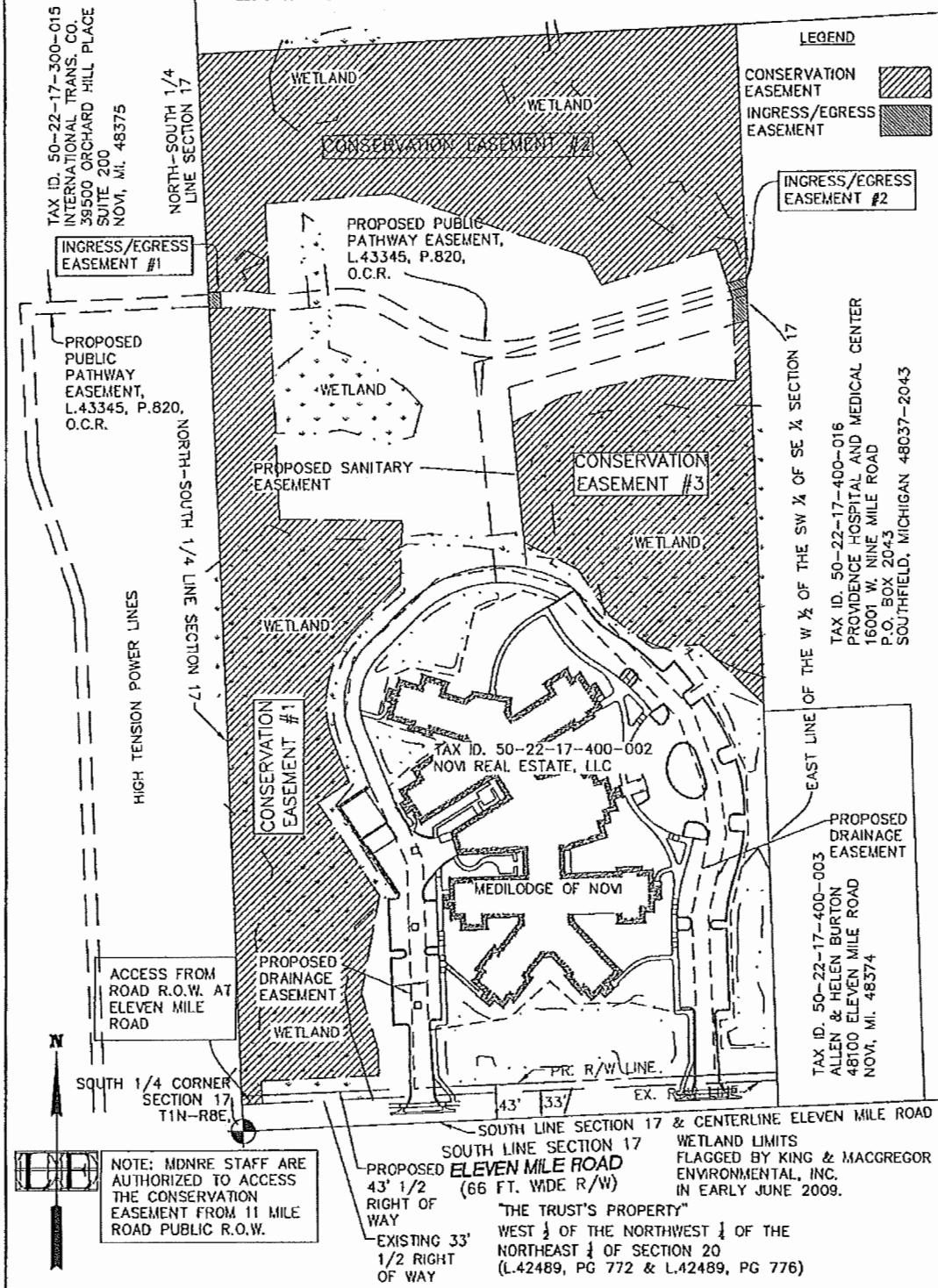
FAX: 810-225-7699

EXHIBIT C

Drawing of Easement Areas

See attached.

EXHIBIT C - CONSERVATION EASEMENTS



LEGEND

CONSERVATION EASEMENT

INGRESS/EGRESS EASEMENT

INGRESS/EGRESS EASEMENT #2

TAX ID. 50-22-17-300-015
INTERNATIONAL TRANS. CO.
39500 ORCHARD HILL PLACE
SUITE 200
NOVI, MI. 48375

INGRESS/EGRESS EASEMENT #1

PROPOSED PUBLIC PATHWAY EASEMENT, L.43345, P.820, O.C.R.

CONSERVATION EASEMENT #2

PROPOSED PUBLIC PATHWAY EASEMENT, L.43345, P.820, O.C.R.

PROPOSED SANITARY EASEMENT

CONSERVATION EASEMENT #3

HIGH TENSION POWER LINES

NORTH-SOUTH 1/4 LINE SECTION 17

EAST LINE OF THE W 1/2 OF THE SW 1/4 OF SE 1/4 SECTION 17

TAX ID. 50-22-17-400-016
PROVIDENCE HOSPITAL AND MEDICAL CENTER
16001 W. NINE MILE ROAD
P.O. BOX 2043
SOUTHFIELD, MICHIGAN 48037-2043

TAX ID. 50-22-17-400-002
NOVI REAL ESTATE, LLC

CONSERVATION EASEMENT #1

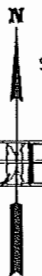
MEDILODGE OF NOVI

TAX ID. 50-22-17-400-003
ALLEN & HELEN BURTON
48100 ELEVEN MILE ROAD
NOVI, MI. 48374

PROPOSED DRAINAGE EASEMENT

ACCESS FROM ROAD R.O.W. AT ELEVEN MILE ROAD

PROPOSED DRAINAGE EASEMENT



SOUTH 1/4 CORNER SECTION 17 T1N-R8E

NOTE: MDNRE STAFF ARE AUTHORIZED TO ACCESS THE CONSERVATION EASEMENT FROM 11 MILE ROAD PUBLIC R.O.W.

PROPOSED 43' 1/2 RIGHT OF WAY
EXISTING 33' 1/2 RIGHT OF WAY

PR. R/W LINE.
EX. R/W LINE.

SOUTH LINE SECTION 17 & CENTERLINE ELEVEN MILE ROAD
SOUTH LINE SECTION 17
ELEVEN MILE ROAD
(66 FT. WIDE R/W)
"THE TRUST'S PROPERTY"
WEST 1/2 OF THE NORTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 20
(L.42489, PG 772 & L.42489, PG 776)

WETLAND LIMITS
FLAGGED BY KING & MACGREGOR ENVIRONMENTAL, INC. IN EARLY JUNE 2009.

LEGEND

SECTION CORNER SET IRON ROD FOUND MONUMENT

FENCE FOUND IRON ROD/PIPE SOIL BORING

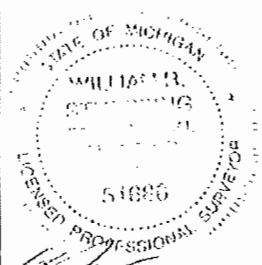
EXHIBIT C



LIVINGSTON ENGINEERING
CIVIL ENGINEERING SURVEYING PLANNING

3300 S. OLD U.S. 23, BRIGHTON, MICHIGAN 48114
PHONE: (810) 225-7100 FAX: (810) 225-7699

CLIENT MEDILODGE OF NOVI	DATE 06/18/13
DESCRIPTION SE 1/4, SECTION 17, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	REV. 09/12/13
SCALE 1"=150'	JOB No. 09160
SHEET No. 1 of 1	DRAWN R.PARAMO
	CHECK



SITE PLAN

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CURRENT CITY OF NOVI STANDARDS AND SPECIFICATIONS.
2. THE SITE PLAN SHALL BE RECORDED IN ACCORDANCE WITH THE CITY OF NOVI DESIGN AND CONSTRUCTION STANDARDS CHAPTER 11.
3. RIGHT-OF-WAY POINT FROM THE CITY OF NOVI IS REQUIRED PRIOR TO ANY WORK WITHIN THE 11 MILE ROAD RIGHT OF WAY.
4. ALL WEATHER ACCESS ROADS SHALL BE SUPPORTING 35 TONS SHALL BE PROVIDED FOR FIRE APPARATUS ACCESS PRIOR TO CONSTRUCTION ABOVE THE FOUNDATION.
5. ALL WATER MAINS AND FIRE HYDRANTS SHALL BE INSTALLED AND BE IN-SERVICE PRIOR TO CONSTRUCTION ABOVE THE FOUNDATION.
6. THE BUILDING ADDRESS IS TO BE POSTED FACING THE STREET THROUGHOUT CONSTRUCTION. THE ADDRESS IS TO AT LEAST 3-INCHES HIGH ON A CONTRASTING BACKGROUND.
7. ALL TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS SHALL BE INSTALLED PER THE CURRENT EDITION OF THE MICHIGAN MANUAL.
8. TREE PROTECTION FENCING SHALL BE LOCATED AT THE CRITICAL ROOT ZONE OF TREES TO BE SAVED THAT ARE ADJACENT TO UTILITY INSTALLATION AND/OR GROUND LIMITS. FIELD LOCATION OF TREE PROTECTION FENCING SHALL BE REVIEWED AND APPROVED BY THE CITY OF NOVI PRIOR TO INSTALLATION.
9. BOARDWALK ON THE NORTH SIDE OF 11 MILE RD. TO BE REMOVED AND REPLACED WITH STANDARD SIDEWALK PER CITY STANDARDS. REMOVAL OF BOARDWALK IS REQUIRED TO ACHIEVE REQUIRED SIGHT DISTANCE AT WESTERLY SITE DRIVE APPROACH TO 11 MILE ROAD.
10. COMPACTED SAND BACKFILL SHALL BE PROVIDED FOR UNDERGROUND UTILITIES WITHIN THE INFLUENCE OF PAVED AREAS.
11. IF DRAINAGING IS ANTICIPATED OR ENCOUNTERED DURING CONSTRUCTION, A DRAINAGES PLAN MUST BE SUBMITTED TO THE CITY OF NOVI ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
12. ALL DAMAGED SIDEWALKS/PATHWAYS DUE TO CONSTRUCTION ACTIVITIES SHALL BE FULLY RESTORED TO MEET CITY STANDARDS.
13. SEE SHEET C-10 & C-11 FOR EX. 100, BORING REFS.
14. A SEPARATE PERMIT FROM THE BUILDING DEPARTMENT IS REQUIRED PRIOR TO CONSTRUCTION OF THE RETAINING WALL.

Utility Crossing Schedule
 (Revisions shown, S=Sanitary sewer, W=water main, (d)=downstream, (u)=upstream, (dip)=by clearance)

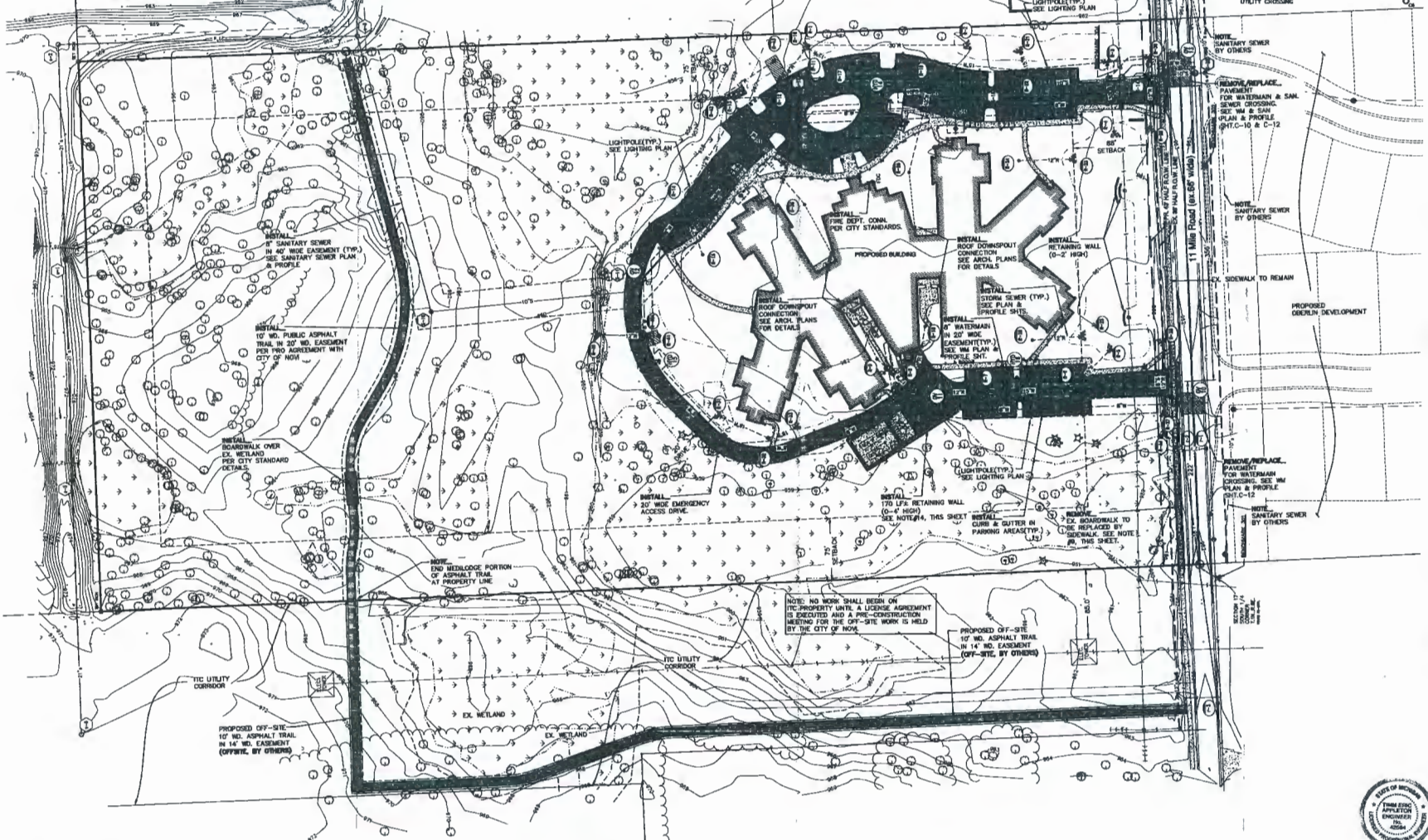
Crossing	Utility	Elev.	Utility	Elev.	dip	distance
1	12" R	inv = 959.00	8" W	spot = 955.10	-	4.0
2	omit					
3	10" R	inv = 958.04	8" W	spot = 958.34	dip	1.7
4	12" R	inv = 958.45	4" W	spot = 958.75	dip	1.7
5	12" R	inv = 958.47	8" W	spot = 958.77	dip	1.7
6	12" R	inv = 957.38	8" W	spot = 956.88	dip	1.7
7	10" S	inv = 943.91	8" W	spot = 958.30	-	-12.7
8	10" S	inv = 943.75	12" R	inv = 957.12	-	-19.4
9	12" R	inv = 957.05	8" W	spot = 954.89	-	2.2
10	10" S	inv = 944.09	12" R	inv = 956.72	-	-12.8
11	12" R	inv = 958.87	8" W	spot = 954.89	dip	1.7
12	12" R	inv = 957.71	8" W	spot = 958.01	dip	1.7
13	10" S	inv = 944.80	12" R	inv = 957.83	-	-12.8
14	8" S	inv = 953.80	8" W	spot = 958.73	-	-2.9
15	30" R	inv = 957.83	8" W	spot = 958.83	dip	1.7
16	10" S	inv = 945.45	30" R	inv = 957.82	-	-12.2
17	omit					
18	12" R	inv = 960.84	8" W	spot = 957.30	-	3.5
19	10" S	inv = 945.50	8" W	spot = 957.13	-	-11.8
20	10" S	inv = 944.24	8" W	spot = 955.80	-	-11.8
21	10" S	inv = 945.72	12" R	inv = 960.74	-	-18.9
22	10" S	inv = 945.88	12" R	spot = 958.00	-	-12.1

S.E.S.C. NOTES

1. THE DEVELOPER SHALL BE RESPONSIBLE FOR GRADING AND STABILIZING DISTURBANCES DUE TO THE INSTALLATION OF PUBLIC UTILITIES.

LEGEND

- SPOT GRADE: 481.51
- CONTOUR: 2.0
- WATER MAIN LABEL: 8" W
- SANITARY SEWER LABEL: 10" S
- STORM SEWER LABEL: 12" R
- OVERHEAD: 100
- FENCE: 10
- GAS: 10
- SIGN: 10
- LIGHT POLE: 10
- UTILITY POLE: 10
- DECIDUOUS TREE: 10
- PERENNIAL: 10
- DATE VALVE IN BOX: 10
- CARE VALVE IN WELL: 10
- DOMESTIC WATER WELL: 10
- TEST WELL/MON. WELL: 10
- STIMULOUS PAVEMENT: 10
- CONCRETE PAVEMENT: 10
- UTILITY CROSSING: 10

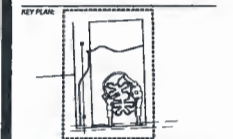


LAYOUT & UTILITY PLAN
 SCALE: 1" = 50'



412 S. WASHINGTON ST. SUITE 100
 ROYAL OAK, MICHIGAN 48067
 PHONE: (248) 536-2501
 FAX: (248) 536-2107
 EMAIL: INFO@JWSTUDIO.COM
 WEBSITE: WWW.JWSTUDIO.COM

- CONSULTANTS:**
- LIVINGSTON ENGINEERING**
 8000 OLD US 27
 BENTONVILLE, MICHIGAN 48816
 (517) 258-7310
 - LANDSCAPE ARCHITECT**
RUSSELL DESIGN
 1111 WOODRIDGE
 BENTONVILLE, MICHIGAN 48817
 (517) 866-0000
 - ENVIRONMENTAL CONSULTANT**
KING & MACGREGOR ENV., INC.
 2000 W. WASHINGTON
 EAST LANSING, MI 48026
 (313) 754-0000
 - ELECTRICAL ENGINEER**
ETS ENGINEERING, INC.
 10000 W. WASHINGTON
 ROYAL OAK, MI 48067
 (248) 744-0000
 - MEDICAL ENGINEER**
SELLINGER ASSOCIATES INC.
 1700 W. WASHINGTON
 LANSING, MI 48212
 (313) 487-0000
 - SEWER CONSULTANT:**
E. F. WHITNEY, INC.
 5000 W. WASHINGTON
 ROYAL OAK, MI 48068
 (248) 644-0000
 - STRUCTURAL ENGINEER**
DESAINAR CONSULTING ENGINEERS
 2000 W. WASHINGTON
 WEST BLOOMFIELD, MI 48322
 (248) 852-0010



CLIENT:
MEDILODGE OF NOVI

PROJECT:
MEDILODGE OF NOVI PROPOSED BUILDING

SHEET CONTENTS:
LAYOUT & UTILITY PLAN

DATE: _____ DESCRIPTION: _____ DRAWN BY: _____

STATE OF MICHIGAN
 ENGINEER
 No. 05864
 J. W. DESIGN

DATE	DESCRIPTION	DRAWN BY
02/04/2013	REVISED STAMPING SET	TEA
02/06/2013	BULLETIN 1	TEA
02/07/2013	REVISED STAMPING SET	TEA
11/07/2013	REVISED PERMITS FOR WATERMAIN	TEA
11/07/2013	REVISED PERMITS FOR SAN. SEWER	TEA
10/15/2013	REVISED PERMITS FOR GAS	TEA
10/15/2013	REVISED PERMITS FOR ELECTRIC	TEA
10/15/2013	REVISED PERMITS FOR STORM SEWER	TEA
08/20/2013	FINAL SITE PLAN SUBMISSION	TEA
08/20/2013	FINAL SITE PLAN SUBMISSION	TEA

NOV 11 2013
 09011
 L. 05864

RECORDED PRO AGREEMENT

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2011 SEP -6 AM 9:05

CITY OF NOVI
CITY CLERK'S OFFICE
2011 SEP 21 A 11:06

161381
LIBER 43345 PAGE 820
\$32.00 MISC RECORDING
\$4.00 RECONUMENTATION
09/06/2011 03:06:42 P.M. RECEIPT# 72699
PAID RECORDED - OAKLAND COUNTY
BILL BULLARD JR, CLERK/REGISTER OF DEEDS

PLANNED REZONING OVERLAY (PRO) AGREEMENT
NOVI REAL ESTATE, LLC.

THIS PLANNED REZONING OVERLAY (PRO) AGREEMENT (this "Agreement") is made as of the 5th day of August, 2011, by and among NOVI REAL ESTATE, LLC, whose address is 64500 Van Dyke Road, Washington, Michigan 48095, (herein referred to as "Owner/Developer"), and the CITY OF NOVI, whose address is 45175 West Ten Mile Road, Novi, MI 48375-3024 ("City").

RECITATIONS:

- I. Owner/Developer is the fee owner of the "Land" described on Exhibit A, attached and incorporated herein. For purposes of this Agreement, the Land includes one parcel of property that is proposed to be developed with a maximum 120-bed convalescent (nursing) home with centralized dining and physical therapy facilities and customary accessory uses (sometimes referred to hereinafter as the "Facility"). The Land is approximately 20.05 acres in area, Parcel I.D. No. 50-22-17-400-002.
- II. For purposes of improving and using the 20.05 acre parcel for an approximately 79,000 square foot convalescent (nursing) home with centralized dining and physical therapy facilities and customary accessory uses, Owner/Developer petitioned the City for an amendment of the Zoning Ordinance to reclassify the Land from R-3, One Family Residential, to RM-1, Low-Density, Low-Rise, Multiple Family Residential. The R-3 classification shall be referred to as the "Existing Classification" and the RM-1 classification shall be referred to as the "Proposed Classification."
- III. The Proposed Classification would provide the Owner/Developer with certain material development options with respect to the Land that are not available under the Existing Classification, and that would be a distinct and material benefit and advantage to the Owner/Developer. The Proposed Classification is largely consistent with recently adopted amendments to the City's Master Plan for Land Use showing the Land as part of the proposed Suburban Low-Rise District. If finalized through Zoning Ordinance adoption, subject to regulations to be proposed.

SECRET WARDLE



151

O.K. - A.N

- IV. The City has reviewed the Owner/Developer's proposed petition to amend the zoning district classification of the Land from the Existing Classification to the Proposed Classification under the terms of the Planned Rezoning Overlay (PRO) provisions of the City's Zoning Ordinance; has reviewed the Owner's proposed PRO Plan (including building façade, elevations, and design) attached hereto and incorporated herein as **Exhibit B** (the "PRO Plan"), which is a conceptual or illustrative plan for the potential development of the Land under the Proposed Classification, and not an approval to construct the proposed improvements as shown; and has reviewed the proposed PRO Conditions offered by the Owner/Developer described in Recital V immediately below.
- V. In petitioning for rezoning to the Proposed Classification, Owner/Developer has expressed as a firm and unalterable intent that Owner/Developer will develop and use the Land in conformance with the following conditions, referred to as the "**PRO Conditions**":
- A. Owner/Developer shall develop and use the Land solely for a maximum 79,000 square foot, maximum 120-bed convalescent (nursing) home with centralized dining and physical therapy facilities and customary accessory uses, as set forth on the PRO Plan. Owner/Developer shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.
 - B. Subject to the terms and conditions of this Agreement and the PRO Ordinance, Section 3401, *et seq.*, of the Zoning Ordinance, Owner/Developer shall develop the Land in accordance with all applicable laws, ordinances, and regulations of the City pertaining to such development required under the Proposed Classification, including all applicable height, area, and bulk requirements of the Zoning Ordinance as relates to the Proposed Classification, except as expressly authorized herein.

The PRO Plan is acknowledged and agreed by both the City and Owner/Developer to be a conceptual plan for the purpose of depicting the general area contemplated for development on the Land. The owner of the Land will be required to obtain site plan approval for the development of the improvements to be constructed on the Land in accordance with the terms of the PRO Ordinance.

Some deviations from the provisions of the City's ordinances, rules, or regulations as to the convalescent/nursing home are depicted in the PRO Plan, as specifically described below, and are approved by virtue of this Agreement. However, except as to such specific deviations enumerated herein, the development of the Land under the requirements of the Proposed Classification shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required

under applicable laws, ordinances, and regulations pertaining to such development—including, but not limited to, site plan approval, storm water management plan approval, woodlands and wetlands permits, façade approval, landscape approval and engineering plan approval, and payment of review and inspection fees and performance guarantees pertaining to the proposed development of the Land.

The building design, façade, and elevations shall be substantially similar (as determined by the City) to that submitted as part of the Owner/Developer's final approval request, as depicted in **Exhibit B**, or as the same shall be approved by the City in connection with the site plan approval of the improvements to be constructed on the Land, it being acknowledged and agreed that the final site plan may be modified if approved by the City.

The PRO plan shows approximately 73 woodland replacement trees, many of which are located outside of the proposed Conservation Easement. The replacement trees shall not be removed and shall be provided and maintained on site in accordance with the woodland ordinance and the requirements of the zoning ordinance. Any changes to the site with regard to woodland replacement trees is subject to review and approval by the City in accordance with all applicable provisions of the City Code and zoning ordinance.

- C. Owner/Developer shall provide the following **Public Benefits/Public Improvements** in connection with the development of the Land:
- (1) Limitations on Use. Owner/Developer hereby agrees that the use of the Land shall be limited to convalescent (nursing), congregate care and assisted living facility with customary accessory uses.
 - (2) Limitations on Size. Owner/Developer hereby agrees that the size of the convalescent/nursing facility shall be limited to 79,000 square feet, and a maximum of 120 patient beds.
 - (3) Creation of a Conservation Easement. Owner/Developer shall place 8.5 acres of the Land located in the northern section of the Land in a perpetual conservation easement in a form to be determined by the City and reasonably satisfactory to Owner/Developer. A plan depicting the area of the conservation easement is attached as **Exhibit C**.
 - (4) Dedication of Public Pathway. Owner/Developer shall construct a path (the "Path") through the preserved area of the Land that shall be open for public pedestrian use as shown on **Exhibit B** and as further approved by the City during the site plan approval process. Owner/Developer will use its best efforts and work in good faith with representatives of the

adjacent Providence Park, the City and/or representatives from ITC to construct the Path and to connect the Path with the paths in the adjacent preserved areas and the adjacent Providence Park. Owner/Developer shall further construct a path on the adjacent International Transmission Company ("ITC") corridor which shall connect with the Path located on the Land. Unless ITC shall refuse to allow Owner/Developer access to the ITC corridor for purposes of constructing the ITC Path, Owner/Developer shall construct the ITC Path prior to issuance of a temporary certificate of occupancy ("TCO") for the Facility. The ITC Path shall be constructed in the location agreed to and in accordance with the requirements of both the City and ITC. If the ITC Path is not constructed prior to a request for a TCO, Owner/Developer shall pay to the City the estimated cost to construct the ITC Path, as determined by the detail attached hereto as Exhibit B as a condition to issuance of a TCO, and Owner/Developer shall have no further obligation with respect to the ITC Path.

To the extent permits are required for work in regulated wetlands or woodlands, as identified in the approved plans for the ITC Path, any costs associated with such permits shall be the responsibility of Owner/Developer; provided, however, that the party constructing the ITC Path shall be responsible for applying for such permits in conjunction with ITC. Notwithstanding the foregoing, issuance of a TCO shall not be contingent upon actual receipt of any required wetland or woodland permits, provided the necessary applications have been submitted to the governmental entity having jurisdiction.

(5) Placement of Sanitary Sewer. Owner/Developer shall construct the required sanitary sewer along the north side of Eleven Mile Road as shown on **Exhibit B** and as further approved by the City during the site plan approval process.

- VI. The parties acknowledge that this Agreement contains terms and conditions in addition to the PRO Conditions, all of which are binding on Owners/Developers.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Each and every provision, representation, term, condition, right, and obligation set forth in Recitations I-VI is incorporated as a part of this Agreement.

Upon the Proposed Classification becoming final following entry into this Agreement, and as otherwise provided in the PRO Ordinance, Section 3401 *et seq.* of the City's Zoning Ordinance:

- a. No use of the Land shall be allowed except the use shown on the PRO Plan, **Exhibit B** incorporated herein, for a maximum 120-bed, approximately 79,000 square foot convalescent (nursing), congregate care

and assisted living facility with centralized dining and physical therapy facilities and customary accessory uses. Site plan review for the development of the Land is required in accordance with the terms of the City's Ordinances; provided, however, that modifications to the improvements to be constructed on the Land shall be permitted subject to the City's approval;

- b. Owner/Developer and its successors, assigns, and/or transferees shall act in conformance with the PRO Plan and PRO Conditions, including the provision of the Public Benefits/Public Improvements, all as described above and incorporated herein;
 - c. Owner/Developer and its successors, assigns, and/or transferees shall forbear from acting in a manner inconsistent with the PRO Plan and PRO Conditions, and the Public Benefits/Public Improvements, all as described in the Recitations above and incorporated herein; and
 - d. Owner/Developer shall commence and complete all actions reasonably necessary to carry out the PRO Plan and all of the PRO Conditions and Public Benefits/Public Improvements, all as described in the Recitations above and incorporated herein.
2. The following deviations from the standards of the City's Zoning Ordinance with respect to the Land are hereby authorized pursuant to Section 3402.D.1.c of the City's Zoning Ordinance:
- (a) the permitted maximum building length of 360 feet shall be increased to 492 feet;
 - (b) the minimum exterior side yard setback of 134 feet shall be reduced to 123 feet on the east side of the building;
 - (c) the dumpster and dumpster enclosure shall be permitted in the interior (western) side yard;
 - (d) the required 4.5 – 6 foot high landscape berm along the west and north property lines is hereby waived due to an existing adequate natural boundary.
 - (e) the required 4.5 – 6 foot high landscape berm along the east property line is hereby waived, and Owner/Developer shall increase the landscape plantings along this property line to assist in providing a buffer for the adjacent residential property.
 - (f) the requirement that a multiple dwelling structure located along an outer perimeter property line adjacent to another residential district be

oriented at a minimum angle of forty-five (45) degrees to said property line is hereby waived.

(g) a façade waiver is hereby granted to address the underage in the required brick façade, and an overage in the maximum use of asphalt shingles on the convalescent (nursing) facility.

3. Owner/Developer acknowledges that the City has not required the submission of the PRO application, the PRO Plan, or the PRO Conditions, including the Public Benefits/Public Improvements. The PRO application, the PRO Plan, and the PRO Conditions, including the Public Benefits/Public Improvements, have been voluntarily offered by Owner in order to provide an enhanced use and value of the Land, to protect the public safety and welfare, and to induce the City to rezone the Land to the Proposed Classification so as to provide material advantages and development options for the Owner/Developer.
5. Each of the provisions, requirements, and conditions in this Agreement represents a necessary and reasonable measure, which, when considered with all other conditions and requirements, is roughly proportional to the burdens and increased impact that will be created by the uses allowed by the approved rezoning to the Proposed Classification, taking into consideration the changed zoning district classification and the specific use authorization granted.
6. In the event the Owner/Developer or its respective successors, assigns, and/or transferees attempt to proceed, or do proceed, with actions to complete improvement of the Land in any manner other than as a maximum 120-bed, approximately 79,000 square foot convalescent (nursing), congregate care and assisted living facility with centralized dining and physical therapy facilities and customary accessory uses, as shown on **Exhibit B**, the City shall be authorized to revoke all outstanding building permits and any certificates of occupancy issued for such building and use on the Land. The rights in this Paragraph 6 are in addition to the legal and equitable rights that the City has by statute, ordinance, or other law.
7. In addition to the provisions in Paragraph 6 above with respect to development of the Land, in the event the Owner/Developer, or its respective successors, assigns, and/or transferees proceed with a proposal for, or undertake any other pursuit of, development of the Land in a manner that is in material violation of the PRO Plan or the PRO Conditions, the City shall, following notice and a reasonable opportunity to cure, have the right and option to take action, using the procedure prescribed by law for the amendment of the Master Plan and Zoning Ordinance, to amend the Master Plan and/or zoning classifications of the Land to a reasonable classification determined appropriate by the City, and neither the Owner/Developer nor its respective successors, assigns, and/or transferees, shall have any vested rights in the Proposed Classification and/or use of the Land as permitted under the Proposed Classification. Owner/Developer and its respective

successors, assigns, and/or transferees shall be estopped from objecting to the rezoning and reclassification to such reasonable classification based upon the argument that such action represents a "downzoning" or based upon any other argument relating to the approval of the Proposed Classification and use of the Land; provided, however, that this provision shall not preclude Owner/Developer from otherwise challenging the reasonableness of such rezoning as applied to the Land.

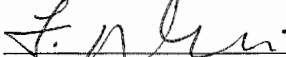
9. By execution of this Agreement, Owner/Developer acknowledges that it has acted in consideration of the City approving the Proposed Classification on the Land, and Owner/Developer agrees to be bound by the provisions of this Agreement.
10. After consulting with an attorney, Owner/Developer understands and agrees that this Agreement is authorized by and consistent with all applicable state and federal laws and constitutions, that the terms of this Agreement are reasonable, that it shall be estopped from taking a contrary position in the future, and that the City shall be entitled to injunctive relief to prohibit any actions by the Owner/Developer inconsistent with the terms of this Agreement.
11. This PRO Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and transferees. This Agreement shall be recorded with the office of the Oakland County Register of Deeds as to all affected parcels, and the rezoning to the Proposed Classification shall not become effective until such recording has occurred.
12. This Agreement has been duly authorized by all necessary action of the Owner/Developer and the City.
13. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided by law.
14. In the event that there is a failure by the Owner/Developer to timely perform any obligations undertaken required by this Agreement, the City shall serve written notice thereof setting forth such default and shall provide the Owner/Developer with a reasonable period of time to cure any such default.
15. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.
16. If the rezoning of the Land becomes void in the manner provided in the Ordinance and this Agreement, or if this Agreement is held by a court of competent

jurisdiction to be void or of no force and effect, then the zoning classification pertaining to the Land shall revert to the Existing Classification.

- 17. This agreement may be amended only as provided in the Zoning Ordinance, Section 3401, *et seq.*
- 18. This Agreement may be signed in counterparts.

THE UNDERSIGNED have executed this Agreement effective as of the day and year first written above.

NOVI REAL ESTATE, LLC
a Michigan limited liability company

By: 
FRANK M. WRONSKI
Its: Authorized Manager

SECRET WARDLE

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 27th day of July, 2011, before me appeared Frank M. Wronski, Authorized Manager of Novi Real Estate, LLC, a Michigan limited liability company, who states that he has signed this document of his own free will, duly authorized on behalf of Novi Real Estate, LLC.


Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

TERI BREAGH
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 28, 2016
ACTING IN COUNTY OF OAKLAND

CITY OF NOVI

Marilyn S. Troutman
Print Name: MARILYN S. TROUTMAN

By: *David B. Landry*
David B. Landry, Mayor

Deborah S. Aubry
Print Name: Deborah S. Aubry

Marilyn S. Troutman
Print Name: MARILYN S. TROUTMAN

By: *Maryanne Cornelius*
Maryanne Cornelius, Clerk

Deborah S. Aubry
Print Name: Deborah S. Aubry

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 8th day of August, 2011, before me appeared David B. Landry, Mayor, and Maryanne Cornelius, Clerk, who each stated that they have signed this document of their own free will on behalf of the City of Novi in their respective official capacities.

SECRET WARDLE

Marilyn S. Troutman
Notary Public

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2011
ACTING IN COUNTY OF OAKLAND

Drafted by:

Kristin Bricker Kolb, Esq.
30903 Northwestern Highway
Farmington Hills, MI 48334

When recorded return to:

Maryanne Cornelius, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

1683513_1

EXHIBIT-A

LEGAL DESCRIPTION:

LEGAL DESCRIPTION (LAWYERS TITLE INSURANCE CORPORATION
TITLE COMMITMENT N-104744) Effective date April 22, 2009

The land referred to in this Commitment is located in the City of Novi,
County of Oakland, State of Michigan, and is described as follows:

THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION
17, TOWN 1 NORTH, RANGE 8 EAST.

Tax Identification No. 50-22-17-400-002

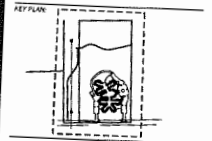
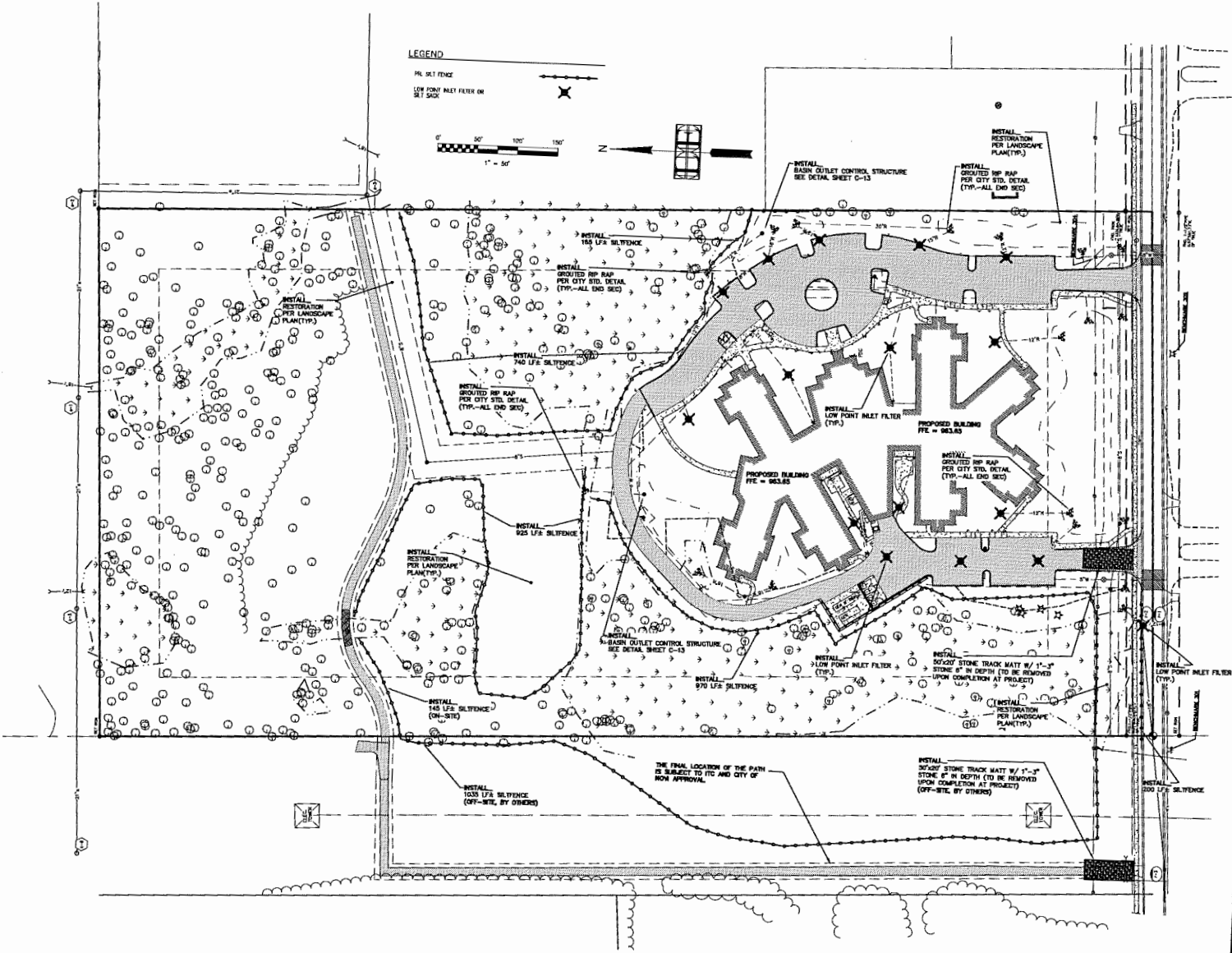
SCHEDULE B-SECTION 2 EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
4. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109 (3) of the Subdivision Control Act of 1967, as amended.
5. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
6. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.
7. Interest of S. Virginia Kaluzny U/A/D March 8, 1989, as disclosed by Mineral Deeds recorded in Liber 10849, Page 349; Liber 11008, Page 428; and Liber 21765, Page 140. And now held by Paul R. Raney, John F. Raney and Michael Raney as disclosed in Mineral Deed recorded in Liber 39855, Page 390 and terms, conditions and provisions therein. (AFFECTS ALL OF THE SUBJECT PARCEL AND OTHER LAND)
8. Oil, Gas and Mineral Lease in favor of Somoco, Inc., as disclosed by instrument recorded in Liber 9086, Page 489, and instruments pertaining to Oil and Gas Lease as disclosed by instruments recorded in Liber 9439, Page 184; Liber 9688, Page 178; Liber 9767, Page 371; Liber 9767, Page 372; Liber 9767, Page 373; Liber 9767, Page 374; Liber 9767, Page 375; Liber 9767, Page 376; Liber 9767, Page 377; Liber 9767, Page 378; Liber 9767, Page 379; Liber 9767, Page 380; Liber 9767, Page 381; Liber 9767, Page 382; Liber 9767, Page 383; Liber 9767, Page 384; Liber 9767, Page 385; Liber 9767, Page 386; Liber 9767, Page 387; Liber 9767, Page 388; Liber 9767, Page 389; Liber 9767, Page 390; Liber 9767, Page 391; Liber 9767, Page 392; Liber 9767, Page 393; Liber 10206, Page 193; Liber 10265, Page 537; Liber 10265, Page 543; Liber 10265, Page 549; Liber 10265, Page 556; Liber 10290, Page 297; Liber 10460, Page 568; Liber 10546, Page 387; Liber 10754, Page 341; Liber 10785, Page 69; Liber 10864, Page 761; Liber 10864, Page 767; Liber 10886, Page 50; Liber 11022, Page 187; Liber 11314, Page 266; Liber 11325, Page 311; Liber 11686, Page 576; Liber 12918, Page 326; Liber 12967, Page 767; Liber 13456, Page 830; Liber 16895, Page 433; Liber 16943, Page 426; and Liber 24666, Page 542. (AFFECTS ALL OF THE SUBJECT PARCEL AND OTHER LAND)

SURVEY NOTES

1. Overhead power lines cross the subject parcel. There is no record of an easement for these power lines provided in the Title Commitment.
2. Underground gas line appears to cross the subject parcel. There is no record of an easement for these gas lines provided in the Title Commitment information.
3. Water lines run along the south side of Eleven Mile Road
4. A Sanitary Sewer line runs off the north side and East side of the subject parcel as shown on the survey. There was no record of a sanitary sewer easement provided in the Title Commitment information.
5. The subject parcel is vacant.

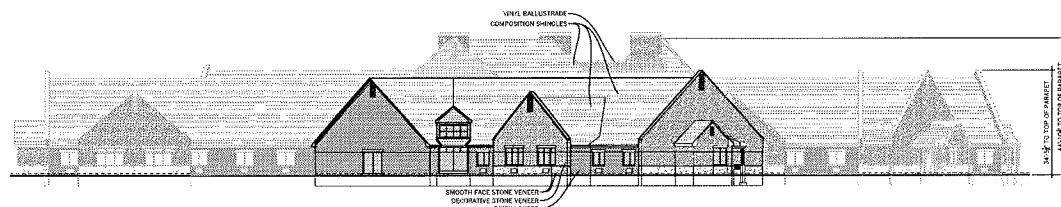
- CONSULTANTS:
- DAHL ENGINEER
 2000 FORD ST.
 BENTON HARBOR, MI 48021
 (810) 229-1200
 - LANDSCAPE ARCHITECT
RUSSEL DESIGN
 114 RAYMOND
 BENTON HARBOR, MICHIGAN 48027
 (248) 374-3222
 - ENVIRONMENTAL CONSULTANT
KING & MACGREGOR ENV., INC.
 4000 RIVERWIND ROAD
 CANTON, MI 48107
 (248) 708-2000
 - ELECTRICAL ENGINEERING
ETS ENGINEERING, INC.
 1000 W. WASHINGTON
 TROY, MI 48068
 (248) 774-0200
 - MECHANICAL ENGINEERING
SELLINGER ASSOCIATES INC.
 1000 WASHINGTON ROAD
 LYONSIA, MI 48157
 (248) 862-0000
 - WATER CONTROL ENGINEER
E. F. WHITNEY, INC.
 250 WEST 1ST
 BENTON HARBOR, MI 48021
 (248) 644-0200
 - STRUCTURAL ENGINEER
DESAI NASR CONSULTING ENGINEERS
 200 W. 1ST
 WEST BLOOMFIELD, MI 48322
 (248) 862-0200



CLIENT: **MEDILODGE OF NOVI**

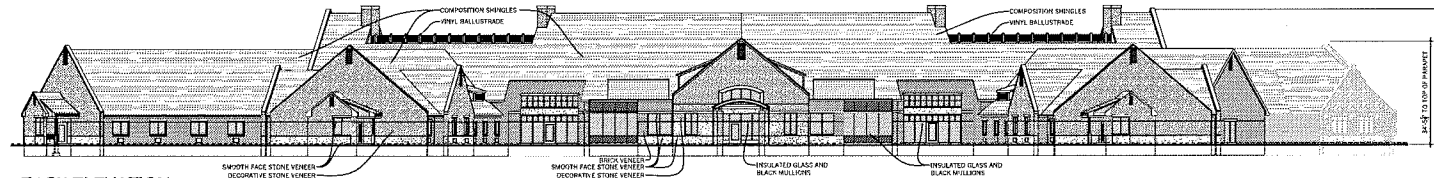
PROJECT: **MEDILODGE OF NOVI PROPOSED BUILDING**

DRYER COMMENTS:
**OVERALL GRADING/
 SOIL EROSION &
 SEDIMENT CONTROL PLAN**



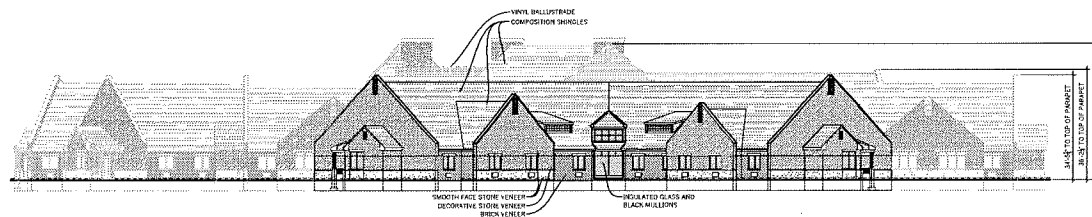
NORTH ELEVATION

SCALE: 1/16" = 1'-0"



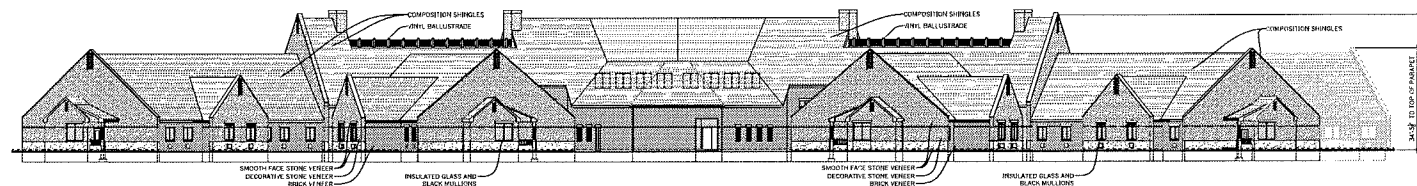
EAST ELEVATION

SCALE: 1/16" = 1'-0"



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



WEST ELEVATION

SCALE: 1/16" = 1'-0"

KEY PLAN:

CLIENT:

MEDILODGE OF NOVI

PROJECT:

**MEDILODGE OF NOVI
 PROPOSED BUILDING**

SHEET COMMENTS:

**EXHIBIT-B
 OVERALL ELEVATIONS
 1/16" = 1'-0"**

DATE: DESCRIPTION: DRAWN BY:

DATE	DESCRIPTION	DRAWN BY
06/20/2011	FINAL SITE PLAN SUBMISSION	MB
07/21/2011	FINAL SITE PLAN REVIEW	MB, JS
07/19/2010	REVISED PER CITY COMMENTS MEAD, JS, MB	
07/18/2010	CONTRACT REVIEW	MB, JS, PC
07/07/2010	PRELIMINARY SITE PLAN REVIEW	MB, JS, PC
07/01/2010	PLAN REVIEW	MB, JS
11/20/2009	PRE-APPLICATION	MB, JS, PC

DATE: 07/20/2011 DRAWN BY:
 THE DESIGN PROFESSIONALS AND CONSULTANTS HAVE REVIEWED THE DESIGN AND THE BUILDING
 HAS BEEN FOUND TO BE IN ACCORDANCE WITH THE CITY OF NOVI LOCAL ORDINANCES AND
 CODES AND IS APPROVED FOR CONSTRUCTION. THE CITY OF NOVI DOES NOT WARRANT THE
 ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF NOVI DOES NOT
 GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF NOVI
 DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

NOI PROJECT NUMBER: SHEET NUMBER:

09011 A-3