



CITY of NOVI CITY COUNCIL

Agenda Item 2
June 17, 2013

SUBJECT: Approval of an agreement with Braun Construction Group and Novi Real Estate, LLC for construction of the Medilodge/ITC Regional Pathway project, and approval to award a construction contract with Braun Construction Group in the amount of \$83,109 (to be offset completely with deposited escrow funds from Novi Real Estate, LLC, the developer of Medilodge).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{T3} _{BLC}

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 83,109 (to be offset completely with deposited escrow funds from the developer of Medilodge)
LINE ITEM NUMBER	701-000.00-288.623

BACKGROUND INFORMATION:

In July 2011, a Planned Rezoning Overlay (PRO) was approved by City Council for the construction of Medilodge of Novi. One of the public benefits included in the PRO agreement was the construction of a 10-foot wide asphalt regional pathway through the Medilodge site and within the ITC property connecting 11 Mile Road to Providence Hospital, and ultimately Beck Road (see attached map). Engineering staff began working with ITC in January 2011 toward approval of a license agreement for the construction of the regional pathway within on ITC property. The attached license agreement was approved by ITC and the City Council in August 2012 and contains several conditions regarding the construction and ongoing maintenance of the pathway. One condition of the agreement requires that the construction of the pathway under the license agreement be performed by the City and does not allow the City to transfer the agreement to another party, such as the developer.

The attached construction agreement drafted by the City Attorney between the City, the developer of the Medilodge site and the developer's contractor facilitates construction of the pathway on ITC property by the City. The agreement contemplates that the City would hire the developer's contractor, Braun Construction Group, to construct the pathway on ITC property recognizing the economy of scale by using a contractor that has already mobilized to the site and constructed the on-site pathway segment. The developer is required to deposit funds with the City prior to the start of construction to pay all awarded construction costs. The agreement requires the developer to pay all increases in contract costs before the approval of any change order. The attached agreement would also include the standard construction contract documents and require the standard bonds that are used with other public projects. Additionally, the contractor will be required to provide insurance certificates meeting the increased coverage limits that are included in the license agreement with ITC.

The developer has provided a construction estimate of \$83,109 for the project and is required to deposit these funds with the City before construction of the pathway would begin. The design of the pathway was completed by the developer and has been reviewed and approved by ITC and the City. The developer would also pay for the City's consultant to inspect the construction of pathway using the private development fee schedule. There would be no direct costs to the City that are not covered by fees or escrows, even though the City is awarding a contract to Braun for the construction of the pathway.

The pathway through the Medilodge site is under construction, and construction of the off-site pathway is scheduled to begin this summer with completion anticipated this fall. The City has submitted a grant application for a project to connect this pathway to Wildlife Wood Park and Wixom Road. Although the existing license agreement includes only the portion to be constructed under this agreement, a new license agreement for the connection to Wildlife Woods could be negotiated with ITC in a short amount of time now that the template agreement language has been established.

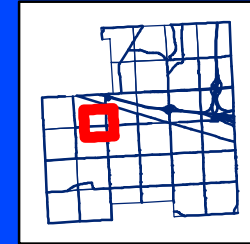
RECOMMENDED ACTION: Approval of an agreement with Braun Construction Group and Novi Real Estate, LLC for construction of the Medilodge/ITC Regional Pathway project, and approval to award a construction contract with Braun Construction Group in the amount of \$83,109 (to be offset completely with deposited escrow funds from Novi Real Estate, LLC, the developer of Medilodge).

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


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

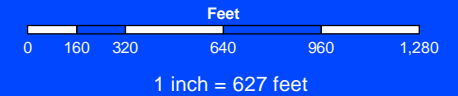
Regional Pathway Location Map

11 Mile Road and Beck Road Area



Legend

-  Pathway Funded in FY12-13
-  Pathway on ITC property
-  Pathway on Medilodge Property
-  ITCproperty
-  MedilodgeSite



City of Novi

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

Map Author: Brian Coburn
 Date: 6/21/12
 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.

MEMORANDUM



TO: ROB HAYES, P.E.; DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER
FROM: BRIAN COBURN, P.E.; ENGINEERING MANAGER *BTC*
SUBJECT: ITC-MEDILODGE REGIONAL PATHWAY
DATE: JUNE 4, 2013

6/5/2013
To: Mayor and City
Council members
Finally. Clay

In July 2011, a Planned Rezoning Overlay (PRO) was approved by City Council for the construction of Medilodge of Novi. One of the public benefits included in the PRO agreement was the construction of a 10-foot wide regional pathway through the Medilodge site and within the ITC property connecting 11 Mile Road to Providence Hospital, and ultimately Beck Road (see attached map). The construction of the pathway on the ITC property is required prior to issuance of a temporary certificate of occupancy, otherwise the developer is required to pay the City \$141,932 plus engineering and contingency (\$212,898 total) for the construction of the pathway as stated in the agreement.

Engineering staff began working with ITC in January 2011 toward approval of a license agreement for the construction of the regional pathway within on ITC property. The attached license agreement was approved by ITC and the City Council in August 2012 and contains several conditions regarding the construction and ongoing maintenance of the pathway. One condition of the agreement requires that the construction of the pathway under the license agreement be performed by the City and does not allow the City to transfer the agreement to another party, such as the developer.

Staff worked with the City Attorney to prepare the attached agreement between the City, the developer and the developer's contractor to facilitate construction of the pathway on ITC property by the City. The agreement contemplates that the City would hire the developer's contractor, Braun Construction Group, to construct the pathway on ITC property recognizing the economy of scale by using a contractor that has already mobilized to the site and constructed the on-site pathway segment. The developer is required to deposit funds with the City prior to the start of construction to pay all awarded construction costs. The agreement requires the developer to pay all increases in contract costs before the approval of any change order. The attached agreement would also include the standard construction contract documents and require the standard bonds that are used with other public projects. Additionally, the contractor will be required to provide insurance certificates meeting the increased coverage limits that are included in the license agreement with ITC.

The construction cost of the pathway according to the developer is \$83,109, which would be the original amount deposited with the City in an escrow account to pay the contractor. The design of the pathway was completed by the developer and has been reviewed and approved by ITC and the City. The developer would also pay for the City's consultant to inspect the construction of pathway using the private development fee schedule. There would be no direct costs to the City that are not covered by fees or escrows even though the City is awarding a contract to Braun for the construction of the pathway.

The developer would like to start construction of the pathway this summer and we will prepare the attached agreement for consideration by City Council at a future meeting.

cc: Barb McBeth, Deputy Director Community Development
Charles Boulard, Community Development Director
Jason Mangum, Parks, Recreation and Cultural Services Director

SUPPLEMENTAL PROVISIONS

MEDILODGE/ITC PATHWAY

CITY OF NOVI

OAKLAND COUNTY

STATE OF MICHIGAN

RECITALS FOR CONTRACT

- A. Novi Real Estate, LLC, a Michigan limited liability company ("Developer") is the owner and developer of certain real property proposed for development as "Medilodge," a 120 bed convalescent home development with centralized dining and physical therapy facilities in the City of Novi ("Medilodge"), described in the attached and incorporated Exhibit A.
- B. The City has granted approval of Medilodge as a Planned Rezoning Overlay ("PRO") pursuant to Section 3401 of the City's Zoning Ordinance, subject to certain terms and conditions.
- C. The City and Developer have entered into a Planned Rezoning Overlay Agreement, as amended ("PRO Agreement"), setting forth the conditions upon and under which the PRO approval is granted. The PRO Agreement serves as the basis for final approval for development, use, and maintenance of the property.
- D. The PRO Agreement contemplates that Developer, as owner and developer of the property, will construct, or reimburse the City for constructing, a public non-motorized pathway across the adjacent property owned by International Transmission Company ("ITC") to connect with the pathway constructed over the Medilodge Property and adjacent Providence Park Hospital (the "ITC Pathway"). Once constructed, the City will operate and maintain the pathway for the use and benefit of the public.
- E. The City has entered into a License Agreement with ITC for the construction, operation and maintenance of the ITC Pathway which agreement requires, at ITC's direction, that the City and/or its contractors enter onto the ITC Property and construct the ITC Pathway rather than construction by a third party, such as the Developer.
- F. In order to comply with the requirements of the License Agreement with ITC, the City will hire the Developer's contractor, Braun Construction Group, ("Braun") to construct the ITC Pathway in conjunction with the construction of the adjoining pathway system on the Medilodge and Providence Park properties. The Developer will finance

the construction of the ITC Pathway by reimbursing the City for progress payments made to Braun. Developer will, (1) pay all construction costs (including without limitation property acquisition, design, and construction costs) incurred in connection with the construction of the ITC Pathway; and (2) be responsible for the cost of design and construction of the ITC Pathway improvements. The City and ITC are required to review and approve all design documentation and inspect and approve all construction activities for compliance with the terms of the ITC License Agreement.

- G. Developer is now prepared to complete the ITC Pathway in conjunction with the construction of the pathway system across its property. Developer has designed the ITC Pathway, and the City and ITC have approved such design.
- H. This Agreement is intended to apply to the construction of the ITC Pathway, as further described in the attached Project Manual, including the plans and contract documents as described in Specifications of the Agreement.
- K. Developer has contracted with Braun to act as the general contractor for the ITC Pathway (the "Contractor"). As general contractor, Braun will secure the appropriate payment, performance, and maintenance bonds, and all required insurances. Braun is, for purposes of this construction Agreement, performing Developer's obligations to install the pathway improvements pursuant to the ITC License Agreement.
- L. The City, the Contractor, and Developer explicitly acknowledge the foregoing factual background to this Agreement.

Amendments to Agreement/General Conditions

1. Because the City entered into the PRO Agreement and License Agreement, no bids were required or secured as set forth in the Project Manual as discussed in the Standard General Conditions or Supplementary General Conditions of the Construction Contract (the "General Conditions"). The Contractor and Developer hereby acknowledge that any references to "Bidder" in the Project Manual shall mean Contractor. However, the Contractor shall complete the attached application including in Part I of Project Manual contract relating to Contractor's Qualifications and Experience Certificate. The "Bid" referred to in Part I of the Project Manual shall mean and refer to the agreed-upon Specifications and Unit Prices prepared by Contractor and approved by the City as set forth in the Project Manual and described in the attached Exhibit B.

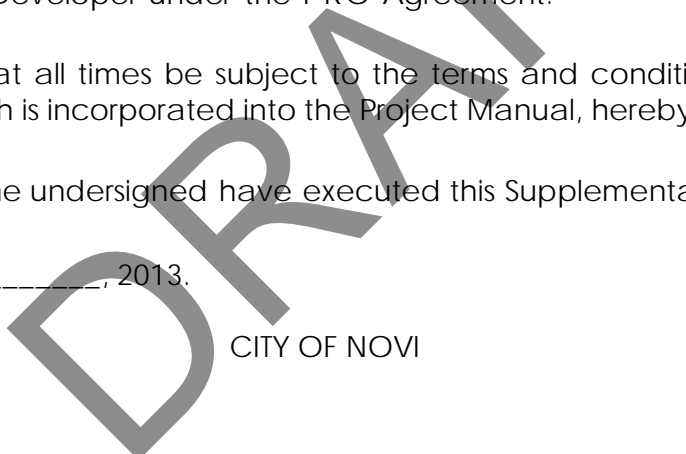
Any reference to "Bidder" in the remaining provisions of the Project Manual shall refer to the Contractor. The Contractor further represents and warrants that it has reviewed all of the documents referred to in the above Recitals, together with the Project Manual, including the Specifications, the Agreement, the General Conditions, and the Contract Plans prepared by both the City's engineer and

Developer's engineer. Any reference in the contract documents to the "Advertisement" or the "Information for Bidders" shall constitute or reference to all of the Project Manual documents. In addition, the Contractor has acknowledged receipt of the Payment and Performance Bond forms, and Maintenance and Guarantee Bond form, required by the City.

3. The City and the Developer acknowledge that the estimated cost of the construction of the ITC Pathway is \$83,109.32, which amount shall be deposited by the Developer with the City prior to initiating construction of the ITC Pathway ("Pathway Funds"). The City shall pay the Contractor's progress payments in accordance with the process set forth in the Project Manual from the Pathway Funds. In the event change orders are required as construction proceeds, change orders shall be approved by the City, with the consent of Developer, in accordance with the process for Change Orders set forth in the Project Manual Section 10.03. The recommendation of the City's Engineer shall be accepted by the City and Developer as conclusive as to the need for the change order. Developer's consent to change orders shall not be unreasonably withheld. Upon the completion of the ITC Pathway, the City and Developer shall be provided with a breakdown of the actual cost of the ITC Pathway as set forth in the request for final payment by the Contractor. Developer shall be responsible for the actual cost of the ITC Pathway, including costs attributable to any and all change orders.
4. Notwithstanding any other provision of this Agreement or the Project Manual, Developer agrees that it will pay the City the full amount due hereunder for the actual cost of the ITC Pathway. In the event that the actual cost exceeds the Pathway Funds submitted with the City, Developer shall remit any additional amounts immediately upon submittal of the change order to the City for approval. Within the City's discretion, the change order may not be approved until any additional amounts required have been deposited with the City. If there are Pathway Funds remaining as the result of change orders decreasing the scope of the project, the City shall refund those amounts to the Developer no later than 14 days from the approval of the Request for Final Payment by the City's Engineer. Notwithstanding the above, in the event that the City incurs any additional costs beyond the amounts deposited with the City and Developer fails to remit the funds for increased project costs to the City within the 14 day period, the City may proceed to collect the amount due in any legally permissible way, including: (a) placement of the unpaid amounts on the delinquent tax roll of the City as to the Medilodge Property to be deemed and collected as real property taxes according to the laws made and provided for the collection of delinquent real property taxes; or, (b) initiation of an action at law or in equity against the Developer; or any other action permissible at law or equity. Developer further agrees that any expense incurred by the City in the collection of any amounts due under this Agreement, including actual attorney's fees, shall be paid by and shall be the obligation of the Developer.

6. To the extent there is any conflict or inconsistency between the terms of these Supplemental Provisions and the terms of the Project Manual, the terms of these Supplemental Provisions shall govern and control. Except as specifically set forth in these Supplemental Provisions, the contract has not been otherwise amended or modified.
7. To the extent that there is any conflict or inconsistency between the terms of the contract documents, and the terms of the PRO Agreement, the terms of the PRO Agreement shall govern and control. A conflict shall only be deemed to exist when no reasonable construction of both documents can resolve the apparent conflict or inconsistency between the documents.
8. Developer is executing this Agreement solely for purposes of evidencing its agreement, as the owner of the property upon which Medilodge is being developed, to the terms and conditions hereof. Developer is not acting as the general contractor under the License Agreement and is not acting as a surety for the Contractor. In the event of any default or breach of this Contract by Contractor, Developer will have no liability, except to the extent the Contractor's failure to perform causes, results in, or constitutes a default or breach of Developer's obligations under the PRO Agreement. This Agreement varies no terms, conditions, or obligations of Developer under the PRO Agreement.
9. Contractor shall at all times be subject to the terms and conditions of the License Agreement, which is incorporated into the Project Manual, hereby by reference.

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Provisions as of this ___day of _____, 2013.



CITY OF NOVI

By _____
Robert J. Gatt, Mayor

By _____
Maryanne Cornelius, Clerk

CONTRACTOR
Braun Construction Group, Inc.

By _____
Its: _____

DEVELOPER

Novi Real Estate, LLC,
a Michigan limited liability company

By _____
Its: Managing Member

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF MEDILODGE PARCEL

A parcel of land located in the City of Novi, County of Oakland, State of Michigan being further describe 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.

DRAFT

EXHIBIT B
PROPOSED CONSTRUCTION CONTACT PRICES
MEDILODGE/ITC PATHWAY

	Description	Quantity	Unit	Unit Price	Total
1	Silt Fence	1	LSUM	\$ 3,550.50	\$ 3,550.50
2	Tree Protection	1	LSUM	\$ 3,750.00	\$ 3,750.00
3	Tree Removal	1	LSUM	\$ 3,800.00	\$ 3,800.00
4	Clear & Grub	1	LSUM	\$ 1,200.00	\$ 1,200.00
5	Strip Topsoil	1	LSUM	\$ 1,500.00	\$ 1,500.00
6	12-inch culvert	1	LSUM	\$ 400.00	\$ 400.00
7	Rip Rap	1	LSUM	\$ 550.00	\$ 550.00
8	Pathway Grading (Cut Path)	1	LSUM	\$ 11,063.32	\$ 11,063.32
9	Boardwalk	1	LSUM	\$ 20,496.00	\$ 20,496.00
10	HMA Paving	1	LSUM	\$ 33,163.50	\$ 33,163.50
11	Topsoil (Sprad and Grade)	1	LSUM	\$ 1,360.00	\$ 1,360.00
12	Landscaping/Seeding	1	LSUM	\$ 1,094.00	\$ 1,094.00
13	Silt /Tree Fence Removal	1	LSUM	\$ 1,182.00	\$ 1,182.00
GRAND TOTAL				\$	83,109.32

DRAFT

LICENSE AGREEMENT

THIS AGREEMENT is made as of this 7th day of August, 2012, by and between International Transmission Company ("ITC"), a Michigan corporation, 27175 Energy Way, Novi, Michigan 48377 and the City of Novi, a Michigan municipal corporation, 45175 West Ten Mile Road, Novi, Michigan 48375 ("Licensee").

In consideration of Licensee's promises contained in this Agreement, ITC grants to Licensee, on the terms and conditions set forth below, a license in a 14-foot-wide strip of land across ITC'S land in the City of Novi, Oakland County, Michigan ("the Licensed Premises"), as more particularly described in Exhibit A attached hereto, for the sole purpose of constructing, operating, and maintaining a non-motorized¹ pedestrian trail 14 feet in width to convey trail users across ITC'S land, of which the Licensed Premises are a part, either on foot or by means of non-motorized bicycles. The location of the Licensed Premises will be defined during the design plan approval process specified in paragraph 7 below.

Licensee promises to comply with the following terms and conditions:

1. Licensee shall pay ITC an annual license fee ("License Fee"). Commencing on the date the trail or any portion thereof is opened to public use ("Commencement Date"), Licensee shall pay \$600.00 to ITC. On each annual anniversary of the Commencement Date thereafter during the Term, the annual License Fee shall be increased by an amount equal to two percent (2%) of the annual License Fee payable with respect to the immediately preceding year. ITC shall send invoices to Licensee annually.

2. Licensee shall construct, improve, and maintain the trail solely at Licensee's expense, and ITC shall not be required to incur any cost or expense whatsoever as a result of the construction, operation, and maintenance of the trail. Licensee shall reimburse ITC the amount of any increase in real or personal property taxes resulting from the trail improvements Licensee places on the Licensed Premises pursuant to this License, payable 30 days after Licensee receives an invoice from Oakland County for any such increase. Licensee shall reimburse ITC for other costs it is required to incur (e.g., to comply with governmental regulation) as a result of Licensee's use of the Licensed Premises. Licensee shall not permit any construction lien to attach to the Licensed Premises by reason of any improvements made or work performed on the Licensed Premises.

3. Subject to obtaining all necessary approvals pursuant to any applicable laws or ordinance, ITC shall at all times while this Agreement is in effect have the right to use the Licensed Premises for any purpose that does not unreasonably interfere with Licensee's use under this Agreement. Such use may include, without limitation, construction, operation, inspection, maintenance, modification, relocation, and removal of electric transmission structures/facilities on, over, under, and across the Licensed Premises or the adjoining land, the cutting, trimming, removal, and controlling in any manner, including by chemical spraying, of any or all trees, bushes, and any other vegetation now or hereafter growing on the Licensed Premises or the

¹ For purposes of this license, motorized accessibility devices such as wheelchairs, medically required scooters, etc. shall not be prohibited on the Licensed Premises

adjoining land, and the granting to third parties of the right to construct, operate, and maintain utility facilities and other structures on, over, under, and across the Licensed Premises or the adjoining land. ITC shall have no obligation to refrain from using, or to modify the manner of its use of, the Licensed Premises or the adjoining land, whether or not such use interferes with, detracts from, or is otherwise inconsistent with Licensee's use of the Licensed Premises pursuant to this Agreement. ITC shall have the right of access to the Licensed Premises at any time, and Licensee shall construct and locate any and all fences and barricades ITC permits on the Licensed Premises so as not to interfere with ITC's use of the Licensed Premises or the adjoining land. In using the Licensed Premises or the adjoining land, ITC shall not be responsible to Licensee for any damage to Licensee's improvements on the Licensed Premises resulting from ITC's use of the Licensed Premises or the adjoining land. ITC may temporarily close the trail for such periods as it deems necessary or desirable in connection with its use of the Licensed Premises or the adjoining land. Except in cases of emergency, ITC shall provide reasonable advanced notice of such trail closings. If requested, Licensee shall provide notices and postings of such closing, including but not limited to required notices and postings for the spraying of herbicide.

4. ITC shall have the right at any time and for any reason it deems appropriate, in its sole discretion, to require Licensee, at Licensee's expense, to temporarily or permanently relocate the trail, or portions thereof, or other permitted improvements. Relocation may include temporary or permanent removal of portions of the trail from the Licensed Premises. Licensee agrees to fully cooperate with such requirement and to use its best efforts to complete such relocation by the date ITC specifies, which shall be not less than 90 days from the date ITC notifies Licensee to relocate. Licensee agrees that if Licensee fails to complete the required relocation by the specified date, ITC shall have the right to make such relocation, to close the trail, or to take other action it deems necessary to facilitate its use of the Licensed Premises or the adjoining land, in which event Licensee shall be responsible to reimburse ITC for the costs and expenses (including attorney fees) it incurs in making such relocation, closing the trail, or taking such other action. Notwithstanding the foregoing, Licensee may seek to avoid a relocation specified by ITC by offering to pay ITC for the additional costs and expenses ITC would incur if Licensee did not make the relocation, which offer ITC may accept or reject in its sole discretion.

5. License shall post signs provided by ITC in such places on the Licensed Premises as specified by ITC identifying the Licensed Premises as being owned and/or provided for use by ITC.

6. Licensee shall not commence any work on the Licensed Premises until ITC has approved Licensee's final design plan for the trail. At least 60 days prior to the date Licensee desires to commence work on the Licensed Premises, Licensee shall submit the final design plan for the trail to ITC, Real Estate Department, 27175 Energy Way, Novi, Michigan 48377. The trail plan shall show the location of the trail across ITC's land, the location of existing utility facilities (including guy wires), and any other improvements Licensee desires to locate on the Licensed Premises. Approval of the design plan shall be within ITC's sole discretion, and ITC may withhold approval of such plan for any reason. If ITC determines, in its sole discretion, that Licensee's proposed design plan would make it necessary or desirable for existing or future utility structures/facilities on the Licensed Premises or the adjoining land to be modified, ITC will advise Licensee of such determination, in which event Licensee shall have the option to either revise the proposed design

plan or to pay ITC in advance for the cost of the modification. Any such modification shall be done at times to least inconvenience ITC. If ITC approves Licensee's design plan, Licensee shall not alter the trail or improvements or otherwise change its use of the Licensed Premises from the approved plan without ITC's prior written approval.

7. Licensee shall not locate the edge of the trail within 15 feet of any tower leg or pole.

8. Licensee shall not place any trees, shrubs, or other landscaping, or any buildings, benches, viewing platforms, signs, or other structures on the Licensed Premises without ITC's prior written consent, the granting or withholding of which shall be within ITC's sole discretion.

9. Licensee shall take all measures that ITC, in its opinion, deems necessary to restrict use of the trail to non-motorized recreational devices and pedestrian foot traffic. For purposes of this license, motorized accessibility devices such as wheelchairs, medically required scooters, etc. shall not be prohibited on the Licensed Premises.

10. Licensee shall erect fencing or other suitable barriers and signs reasonably specified by ITC to prevent trail users from having access to existing or future utility structures/facilities on the Licensed Premises or the adjoining land.

11. Licensee shall not cut, trim, or remove any trees or shrubs from the Licensed Premises without ITC'S prior written consent, the granting or withholding of which shall be within ITC's sole discretion.

12. Licensee shall be responsible to replace any ornamental trees that are damaged during Licensee's activities on the Licensed Premises.

13. Licensee shall not store any materials on, over, or under the Licensed Premises without ITC's prior written consent, the granting or withholding of which shall be within ITC's sole discretion.

14. Licensee's use of the Licensed Premises shall at no time create any condition on the Licensed Premises that would create a fire hazard or be considered a nuisance.

15. Prior to commencing any excavation on the Licensed Premises, Licensee shall give notice to the utility communications system (Miss Dig) at 800-482-7171, in accordance with the provisions of Michigan Public Act 53 of 1974, as amended (MCL 460.701 et seq).

16. Licensee's use of the Licensed Premises shall not in any way affect or interrupt the continuity of transmission of electricity as now or hereafter provided by the electric facilities on the Licensed Premises or the adjoining land.

17. Licensee shall not operate any equipment in connection with construction or maintenance of the trail within 15 feet of any overhead electric lines (measured vertically from the highest point of the equipment to the nearest energized conductor). MIOSHA standards shall be observed, if more stringent. At least 15 feet of clearance shall be maintained at all times. Cranes or shovels used in digging shall at no time swing toward any tower, pole, or line. No cranes or any other equipment having the height potential of contacting any electric line shall

operate between the lines. Dump trucks shall not lift their beds under any electric line.

18. Licensee shall not perform any excavation or grading within 15 feet of any tower leg or within 10 feet of any wood or steel pole structure or point where a guy wire enters the ground without ITC's prior written consent, the granting or withholding of which shall be within ITC's sole discretion. ITC may condition such permission on use of a trench box or sheeting to prevent disturbance of soil.

19. All excavation Licensee performs on the Licensed Premises shall be properly protected and filled and all backfill shall be firmly compacted. No fill shall be placed permanently under any electric line without ITC's consent, the granting or withholding of which shall be within ITC's sole discretion. No fill shall be placed within 15 feet of any tower or pole. All fill shall be compacted sufficiently to permit maintenance vehicles access to all towers and poles. No pocket shall be created around any utility structures/facilities where water could collect. Licensee shall take erosion prevention measures during construction and shall reseed all disturbed areas following construction activities in accordance with ITC's specifications.

20. Licensee shall obtain all governmental approvals and permits that are required by law for its activities on the Licensed Premises and shall otherwise comply with all applicable laws, rules, and regulations.

21. Licensee shall clean up any debris resulting from construction and maintenance of the trail. Licensee shall at all times maintain the Licensed Premises in a proper, clean, and safe condition. Licensee shall be responsible to mow grass and remove weeds in accordance with applicable laws and regulations and to remove trash or debris deposited by trail users on the Licensed Premises or the adjoining land.

22. Licensee shall not dispose or suffer to be disposed of any waste material on ITC's land and shall not use, store, or maintain, or suffer to be used, stored, or maintained, on ITC's land any material that is or may be or become hazardous to human health or the environment or the storage, treatment, or disposal of which is regulated by any governmental authority without ITC's prior written consent, the granting or withholding of which shall be within ITC's sole discretion. If use of ITC's land as permitted in this Agreement results in the presence on or under ITC's land (which includes but is not limited to the underlying groundwater) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 et seq; the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 et seq; the Toxic Substances Control Act (TSCA), 15 USCA 2601 et seq; the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq; or any other similar existing or future statutes, Licensee shall, at no cost to ITC, promptly take: 1) all actions required by any federal, state, or local governmental agency or political subdivision, and 2) all actions required to restore ITC's land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Licensee pursuant to this paragraph include, but are not be limited to: a) the investigation of the environmental condition of ITC's land; b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the

performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off ITC's land. Licensee shall proceed continuously and diligently with such investigatory and remedial actions. Licensee shall promptly provide to ITC, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required to be performed pursuant to this paragraph shall require or result in the imposition of any limitation or restriction on the use of ITC's land without ITC's prior written consent, the granting or withholding of which shall be within ITC's sole discretion. Additionally, Licensee shall indemnify, defend, and hold ITC, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on or beneath ITC's land and the underlying groundwater, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in CERCLA, RCRA, TSCA, NREPA, or any other similar existing or future statutes, as a result of use of the Licensed Premises pursuant to this Agreement; B) Licensee's violation or alleged violation of any federal, state, or local law related directly or indirectly to the use of ITC's land pursuant to this Agreement; or 3) Licensee's failure to comply with the terms and conditions of this Agreement; provided, that Licensee's indemnification obligation shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law, and such obligation shall not abrogate or diminish Licensee's defense of governmental or sovereign immunity against any party, including ITC. The provisions of this paragraph shall survive the termination of this Agreement.

23. In the event that Licensee at any time discovers or otherwise learns of the existence on ITC's land of any contaminant, hazardous substance, hazardous waste, or hazardous constituent or any object that is likely to contain a contaminant or hazardous substance, waste, or constituent (such as vehicle tires, junk vehicles, storage tanks, barrels, cans, and similar containers), Licensee shall promptly notify ITC thereof. Licensee shall also promptly notify ITC of the occurrence of a spill or other release of a contaminant or hazardous substance, waste, or constituent on ITC's land. For purposes of this notice requirement, a hazardous substance includes (but is not limited to) any substance the storage, treatment, or disposal of which is regulated by a governmental authority. Examples of contaminants or hazardous substances, waste, or constituents are oil, gasoline, chlorinated solvents, vehicle tires, paint, and sandblasting material. This notice requirement applies regardless of who caused the spill or release. Licensee shall send such information to ITC, Environmental Manager, 27175 Energy Way, Novi, Michigan 48377, 248-946-3000.

24. Licensee accepts the Licensed Premises in their present condition and acknowledges that ITC has made no representations as to the condition thereof. ITC shall not be liable for any damages arising from the acts or omissions of Licensee or its invitees or users of the Licensed Premises. Licensee shall be solely responsible to arrange for the provision of police protection as may be required to maintain law and order on the Licensed Premises and to comply with the provisions of this Agreement. To the extent permitted by law, Licensee agrees to indemnify and hold ITC, and its successors and assigns, harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and

their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the Licensed Premises pursuant to this Agreement, whether due or claimed to be due to Licensee's negligence, ITC's negligence, the negligence of both ITC and Licensee, the negligence of any other person, or otherwise, except for ITC's sole negligence. The provisions of this paragraph shall survive the termination of this Agreement.

25. While this Agreement is in effect, Licensee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name ITC as an additional insured. The policy shall describe the insured premises in the same manner as in the Licensed Premises are described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving ITC (Attention: Legal Department, 27175 Energy Way, Novi, Michigan 48377) 10 days written notice, as evidenced by receipt of registered letter. Licensee shall provide evidence of such coverage to ITC.

26. Licensee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed on the Licensed Premises, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save ITC harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the Licensed Premises. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Licensee's negligence, ITC's negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise. Further, Licensee shall require all contractors and subcontractors at any time employed in connection with any work to be done on the trail to maintain in full force and effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 per occurrence, written so as to provide coverage for collapse, explosion, and underground hazards, which insurance shall either include a Cross Liability Endorsement or shall not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan and shall name ITC as an additional insured.

27. The license hereby granted to Licensee is personal to Licensee. Licensee may not assign or otherwise transfer its interest in this Agreement to any third party; nor will its interest under this Agreement inure to Licensee's successors or assigns.

28. This Agreement is granted subject to any lease, license, easement or other interest in land heretofore granted by ITC or its predecessors in title in the Licensed Premises and to any such interest reserved to other parties in instruments granted to ITC or its predecessors in title. Without limiting the foregoing, this license is subject to the rights and interests of The Detroit Edison Company pursuant to a Covenant Deed dated December 5, 2000, and recorded on October 12, 2001 in Liber 23842 at Page 66, Oakland County Records. Licensee is responsible for complying with any notification, consent, or other requirements of such Agreement.

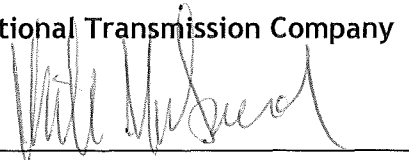
29. Notwithstanding any contrary provision in this License, either party may at any time and for any reason terminate this Agreement by giving the other 90 days written notice of termination; provided, however, that ITC agrees not to terminate this Agreement for a period of 25 years following the commencement of this License, other than for Licensee's failure to comply with the terms of this Agreement within 30 days after written notice from ITC of such failure or if termination is required by any applicable law, rule, or regulation or other circumstances beyond ITC's reasonable control. Notice of termination to ITC shall be given to: ITC, General Counsel-Utility Operations, 27175 Energy Way, Novi, Michigan 48377. Notice of termination to Licensee shall be given to Novi City Clerk, 45175 West Ten Mile Road, Novi, Michigan 48375. Either ITC or Licensee may change the designated address or addressee for such notice by notifying the other of such change in writing.

30. Upon termination of this Agreement, Licensee shall take all actions necessary to immediately terminate public use of the Licensed Premises. If Licensee fails to do so, ITC shall have the right to take whatever actions it deems necessary to terminate public use. Upon termination of this Agreement, Licensee may remove any and all improvements erected by Licensee on the Licensed Premises, and shall remove such improvements if so requested by ITC. If ITC requests removal of such improvements, Licensee shall remove such improvements within such period of time as the parties agree to but no event more than 6 months following such request. If Licensee fails to do so, Licensee shall reimburse ITC for the cost of such removal, on demand from ITC.


31. Unless stated otherwise, all requirements for notice contained in this Agreement shall be deemed to require notice in writing and service by: a) personal service, with service being effective upon delivery; b) United States certified mail, return receipt requested, with service being effective on the date of receipt; c) telecopy, electronic mail, facsimile, or other form of telecommunication, with service being effective on receipt; or d) recognized overnight courier service, with service being effective on delivery.

IN WITNESS WHEREOF, ITC and Licensee have caused this instrument to be executed by their duly authorized representatives on the dates indicated below.

International Transmission Company

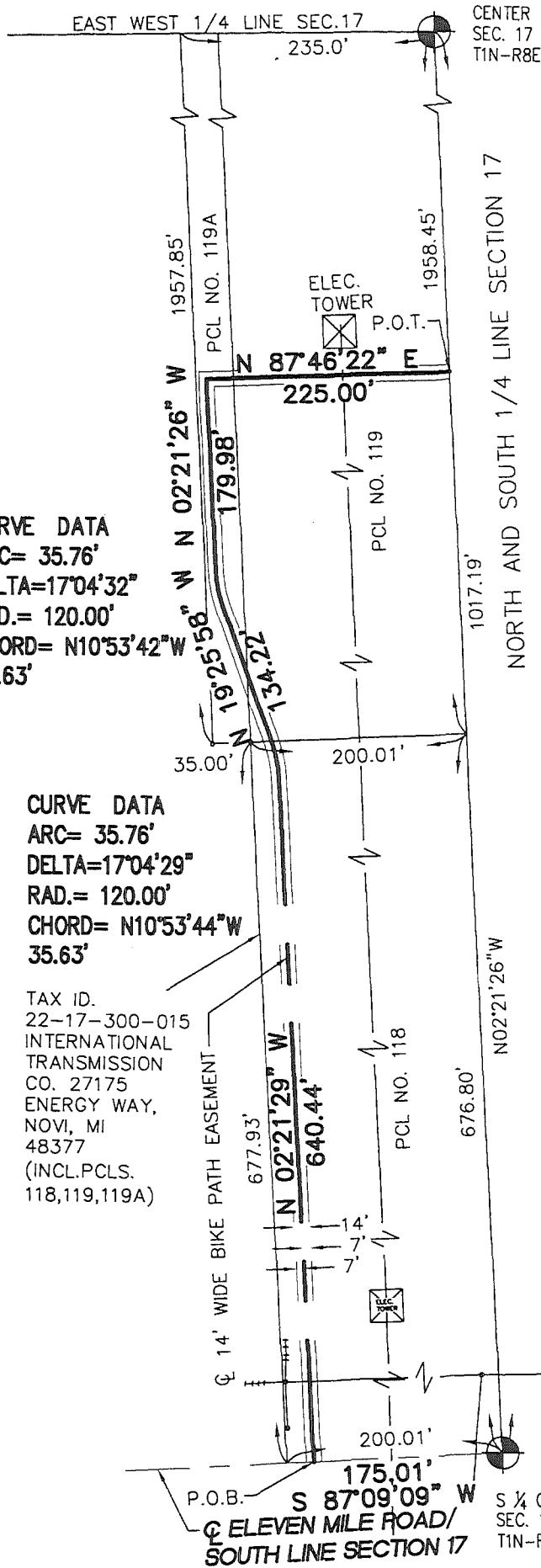
By: 
Christine Mason Soneral
Its: Vice President & General Counsel -
Utility Operations

City of Novi

By: 
Robert J. Gatt
Its: Mayor
Dated: 7-2-12

Dated: _____

By: Maryanne Cornelius
Maryanne Cornelius
Its: City Clerk
Dated: 7-2-12

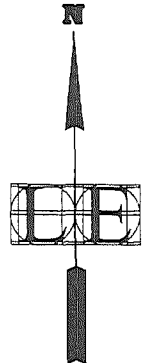


CURVE DATA
 ARC= 35.76'
 DELTA=17°04'32"
 RAD.= 120.00'
 CHORD= N10°53'42"W
 35.63'

CURVE DATA
 ARC= 35.76'
 DELTA=17°04'29"
 RAD.= 120.00'
 CHORD= N10°53'44"W
 35.63'

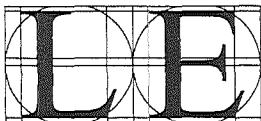
TAX ID.
 22-17-300-015
 INTERNATIONAL
 TRANSMISSION
 CO. 27175
 ENERGY WAY,
 NOVI, MI
 48377
 (INCL.PCLS.
 118,119,119A)

PROPOSED MEDILODGE
 OF NOVI FACILITY



LEGEND

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



LIVINGSTON ENGINEERING
 CIVIL ENGINEERING SURVEYING PLANNING

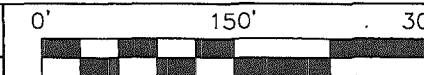
3300 S. OLD U.S. 23, BRIGHTON, MICHIGAN 48114

INTERNET: WWW.LIVINGSTONENG.COM

PHONE: (810) 225-7100

FAX: (810) 225-7699

CLIENT JW DESIGN



DATE 09-13-11

DESCRIPTION SW 1/4 SEC. 17
 T1N-R8E, CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE 1"=150'

JOB No. 09160

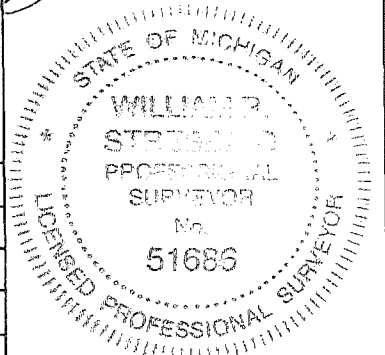
REV. 05-09-12

SHEET No. 1 of 2

DRAWN NVP/TEA

CREW SE

CHECK



FILE: G:\09160 JW Design Novi\dwg\survey\bike path easement1.dwg

Grantor's Land:

Parcel No. 118 (Liber 4121 Pg. 503, Oakland County Records)

That part of the Southwest 1/4 of Section 17, Town 1 North, Range 8 East, described as: Beginning at the South 1/4 corner of said Section; thence northerly along the North and South 1/4 line of said Section, 676.80 feet to an iron; thence westerly along a line making a southwesterly angle of 89°49' 30" with the said North and South 1/4 line, 200.01 feet to an iron; thence southerly along a line parallel to the said North and South 1/4 line, 677.93 feet to an iron in the South line of said Section, said South Section line also being the centerline of Eleven Mile Road; thence easterly along the said South Section line and making a northeasterly angle of 89°30' with the said parallel line, 200.01 feet to the point of beginning. (Subject to the rights of the public in and to a public highway over that part of the above described parcel known as Eleven Mile Road.)

Parcel No. 119 (Liber 4118 Pg. 539, Oakland County Records)

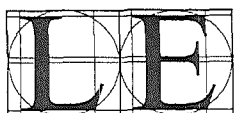
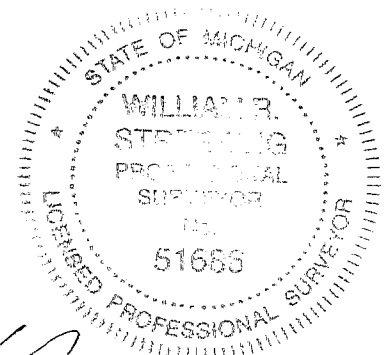
That part of the Southwest 1/4 of Section 17, Town 1 North, Range 8 East, described as: Beginning at the center of said Section; thence southerly along the North and South 1/4 line, 1,958.45 feet to an iron, said iron being 676.80 feet northerly of the South 1/4 corner of said Section; thence westerly along a line making a northwesterly angle of 90°10'30" with the said North and South 1/4 line, 200.01 feet to an iron; thence northerly along a line parallel with the said North and South 1/4 line, 1,957.93 feet to an iron in the East and West 1/4 line of said Section; thence easterly along the said East and West 1/4 line and making a southeasterly angle of 90°19'30" with the said parallel line, 200 feet to the point of beginning.

Parcel No. 119A (Liber 5458 Pg. 108, Oakland County Records)

That part of the Southwest 1/4 of Section 17, Town 1 North, Range 8 East described as: Beginning at an iron in the East and West 1/4 Line of said Section, 200.00 feet westerly of the Center of said Section; thence westerly along said 1/4 Line 35.0 feet to an iron; thence southerly along a line making a southeasterly angle of 90°19'30" with said 1/4 Line, 1,957.85 feet to an iron, thence easterly along a line making a northeasterly angle of 89°49'30" with last described line 35.0 feet to an iron at the southwesterly corner of land obtained by The Detroit Edison Company by deed dated September 17, 1960 and recorded in Liber 4118, page 539, Oakland County Records; thence northerly along the westerly line of said The Detroit Edison Company land and making a northwesterly angle of 90°10'30" with last described line, 1,957.93 feet to the point of beginning.

Bike Path Easement

Part of the Southwest 1/4 of Section 17, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 17; thence along the South line of said Section 17 and the centerline of Eleven Mile Road (66 foot wide right of way), S 87°09'09" W, 175.01 feet to the POINT OF BEGINNING of the centerline of the 14 foot wide Bike Path Easement to be described; thence along the centerline of the 14 foot wide Bike Path Easement, the following 5 courses; N 02°21'29" W, 640.44 feet; thence along the arc of a curve to the left, 35.76 feet, said curve has a radius of 120.00 feet, a central angle of 17°04'29", and a long chord which bears N 10°53'44" W, 35.63 feet; thence N 19°25'58" W, 134.22 feet; thence along the arc of a curve to the right, 35.76 feet, said curve has a radius of 120.00 feet, a central angle of 17°04'32", and a long chord which bears N 10°53'42" W, 35.63 feet; thence N 02°21'26" W, 179.98 feet; thence N 87°46'22" E, 225.00 feet to the Point of Terminus of said centerline.



LIVINGSTON ENGINEERING

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

PHONE: 810-225-7100

www.livingstoneng.com

FAX: 810-225-7699

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
\$52.00 MISC RECORDING
\$4.00 REMONUMENTATION
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



15P
R

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.

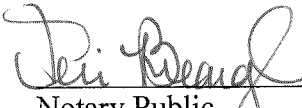
NOVI REAL ESTATE, LLC
a Michigan limited liability company

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 BREUGH
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 23, 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.

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

SECRET WARDLE

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

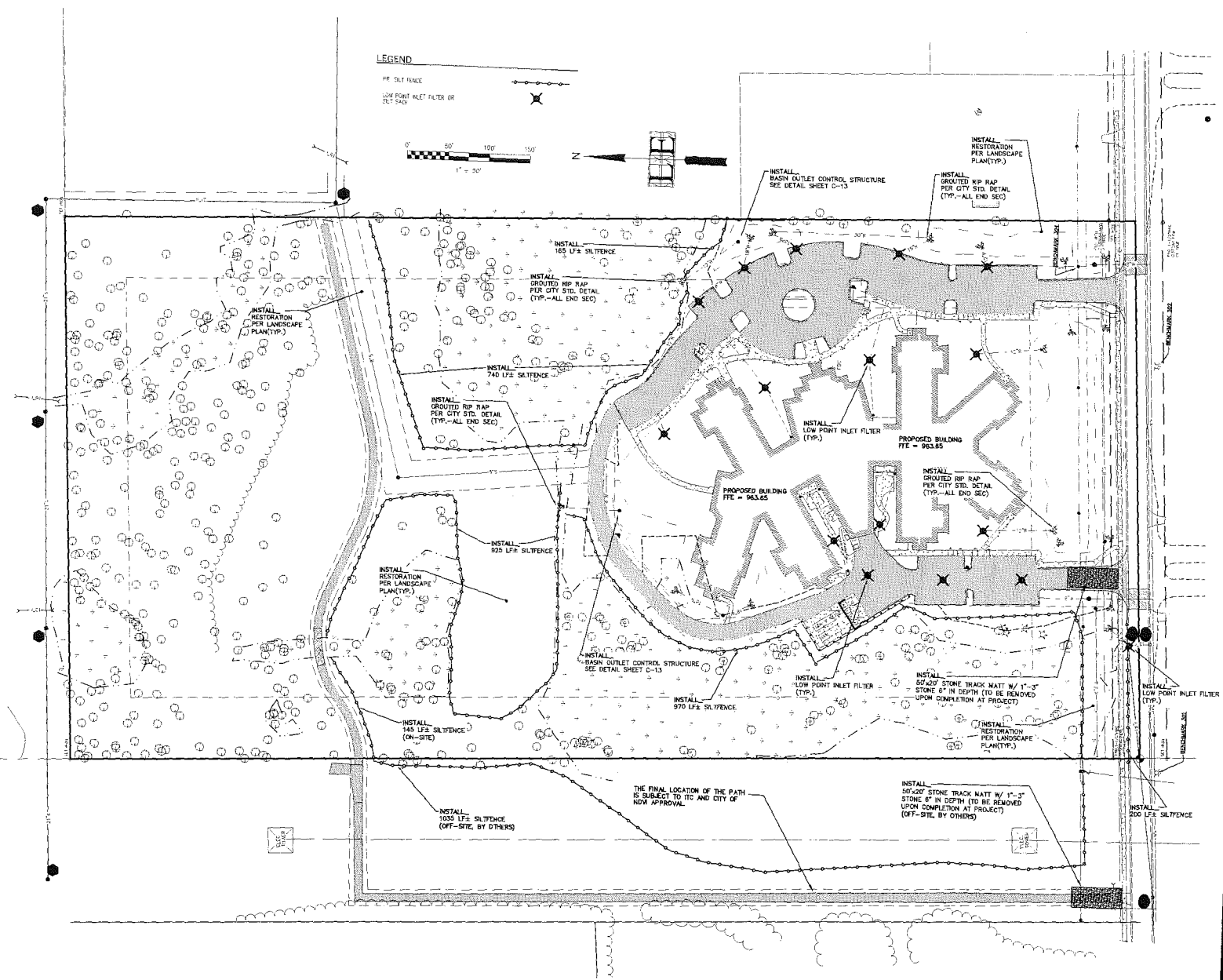
SCHEDULE B-SECTION 2 EXCEPTIONS

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

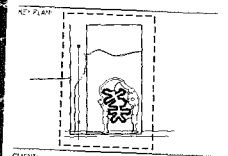
1. Overhead power lines cross the subject parcel. There is no record of an easement for these power lines provided in the Title Commitment.
2. Underground gas line appears to cross the subject parcel. There is no record of an easement for these gas lines provided in the Title Commitment information.
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.

LIBR43345 P830



412 S. WASHINGTON ST. SUITE 100
 ROYAL OAK, MICHIGAN 48067
 PHONE: (248) 336-2501
 FAX: (248) 336-2107
 EMAIL: INFO@JWDSTUDIO.COM
 WEBSITE: WWW.JWDSTUDIO.COM

- CONSULTANTS:
- CIVIL ENGINEER: LIVINGSTON ENGINEERING
 10000 W. 130th ST.
 BENTON HARBOR, MICHIGAN 48014
 (248) 225-7100
 - LANDSCAPE ARCHITECT: RUSSEL DESIGN
 11400 W. 130th ST.
 BENTON HARBOR, MICHIGAN 48014
 (248) 225-7100
 - ENVIRONMENTAL CONSULTANT: KING & MACGREGOR ENV. INC.
 2000 W. WASHINGTON RD.
 GUYTON, MI 48030
 (248) 336-2107
 - ELECTRICAL: ETS ENGINEERING, INC.
 1115 E. WASHINGTON
 ROYAL OAK, MI 48067
 (248) 771-5000
 - MVC AND PLUMBING: SELLINGER ASSOCIATES INC.
 10000 W. 130th ST.
 BENTON HARBOR, MI 48014
 (248) 225-7100
 - SEWER CONSULTANT: E.F. WHITNEY, INC.
 10000 W. 130th ST.
 BENTON HARBOR, MI 48014
 (248) 225-7100
 - STRUCTURAL CONSULTANT: DESAI NASH CONSULTING ENGINEERS
 2000 W. WASHINGTON RD.
 GUYTON, MI 48030
 (248) 336-2107



CLIENT: MEDILODGE OF NOVI

PROJECT: MEDILODGE OF NOVI PROPOSED BUILDING

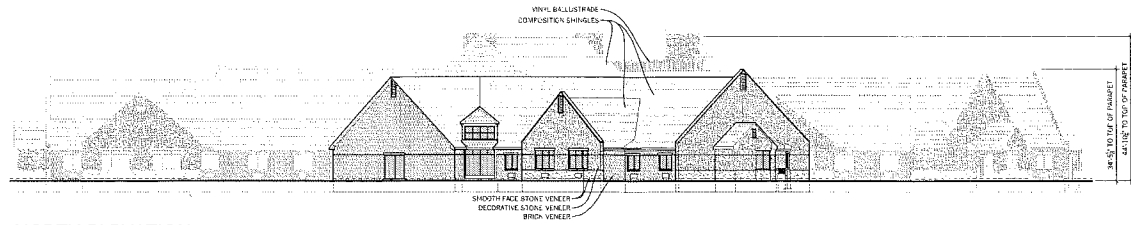
SHEET CONTENTS:
 OVERALL GRADING/
 SOIL EROSION &
 SEDIMENT CONTROL PLAN

DATE: _____ DRAWN BY: _____

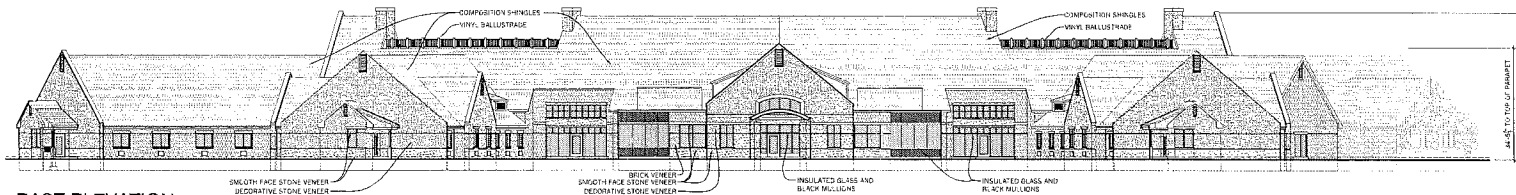
EXHIBIT "B"
 SCALE: 1" = 50'

1/20/2011 FINAL SITE PLAN SUBMISSION TBA
 DATE: _____ DESCRIPTION: _____ DRAWN BY: _____
 THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF JW DESIGN ARCHITECTURAL STUDIO. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JW DESIGN ARCHITECTURAL STUDIO.
 JW DESIGN ARCHITECTURAL STUDIO
 09011 SHEET NUMBER: C-3
 11/09/10

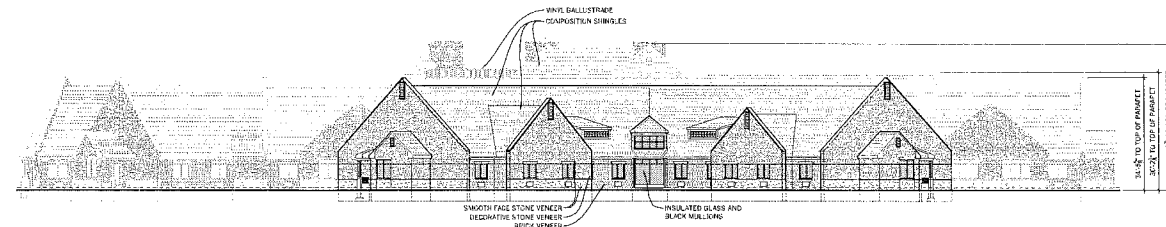
13094 5430 7587



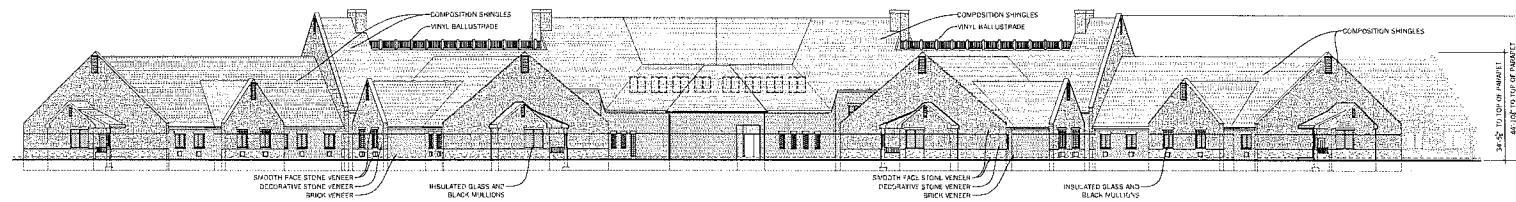
NORTH ELEVATION
SCALE: 1/16" = 1'-0"



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



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



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

- CONSULTANTS:**
- CIVIL ENGINEER**
LIVINGSTON ENGINEERING
200002 US 13
BRIGHTON, MICHIGAN 48116
(810) 252-1700
 - LANDSCAPE ARCHITECT**
RUSSELL DESIGN
114 MONROE
ANN ARBOR, MICHIGAN 48107
(734) 763-8277
 - ENVIRONMENTAL CONSULTANT**
KING & MACGREGOR ENV., INC.
1000 SCEPTER ROAD
CANTON, MI 48106
(734) 846-0000
 - ELECTRICAL**
ETS ENGINEERING, INC.
204 S. WASHINGTON
ROYAL OAK, MI 48067
(248) 336-2501
 - HVAC AND PLUMBING**
SELLINGER ASSOCIATES INC.
1001 FARMINGTON ROAD
LIVONIA, MI 48150
(734) 846-0000
 - KITCHEN CONSULTANT**
E.F. WHITNEY, INC.
300 N. W. 11th
BIRMINGHAM, MI 48009
(248) 644-0000
 - STRUCTURAL CONSULTANT**
DESJAIN CONSULTING ENGINEERS
8705 OAK RIDGE
WESTLAND, MI 48092
(734) 832-2010

CLIENT:
MEDILODGE OF NOWI

PROJECT:
**MEDILODGE OF NOWI
PROPOSED BUILDING**

SHEET CONTENTS:
**EXHIBIT-B
OVERALL ELEVATIONS
1/16" = 1'-0"**
DATE: DESCRIPTION: DRAWN BY:

DATE	DESCRIPTION	DRAWN BY
06/20/2012	FINAL SITE PLAN SUBMISSION	MR
05/31/2012	FINAL SITE PLAN REVIEW	MR
02/18/2012	RELEASED PER CITY COMMENTS	MR
01/15/2012	ZONING REVIEW	MR
09/07/2011	PRELIMINARY SITE PLAN REVIEW	MR
07/28/2011	P.R. REVIEW	MR
11/23/2010	PRE-APPLICATION	MR

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT DESCRIPTION**

ITC Pathway - Phase 3 Asphalt Pathway (From Eleven Mile Rd to West Medilodge Boundary)

DATE: May 27, 2011

No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	Soil Erosion Control	LF	1644	\$ 3.00	\$ 4,932.00
2	Tree Removal	EA	30	\$ 500.00	\$ 15,000.00
3	Clearing and Grubbing	ACRE	0.38	\$ 6,000.00	\$ 2,264.46
4	Pathway Grading	LF	822	\$ 13.00	\$ 10,686.00
5	21AA Aggregate Base (4")	SY	1005	\$ 5.00	\$ 5,023.33
6	Undercutting of Soils	CY	200	\$ 24.00	\$ 4,800.00
7	Asphalt (3")	SY	913	\$ 15.00	\$ 13,700.00
8	Boardwalk	LF	400	\$ 175.00	\$ 70,000.00
9	Restoration	SY	1461	\$ 6.00	\$ 8,768.00
10	Mobilization (5%)	LSUM	1	\$ 6,758.69	\$ 6,758.69
CONSTRUCTION TOTAL					\$ 141,932.49
Engineering, Legal and Administrative (25%)					\$ 35,483.12
Contingency (25%)					\$ 35,483.12
BUDGET TOTAL					\$ 212,898.73

NOTES:

This estimate was based on the City GIS drawings/aerial photography. Cost may be strongly effected by soil types, existing water courses, etc.
 Estimate established using best cost information at the time. Cost of pavement and construction may increase.
 All pathways were estimated as 10' in width using a 3" bituminous over 4" aggregate cross section in the ITC easement
 Boardwalk is 14' wide per AASHTO

Cost per LF	\$ 174.22
-------------	-----------

By: Brian Coburn

Total Length	1222
Path Width (ft)	10
Path Length (ft pvmt)	822
Boardwalk (lf)	400
Trees (Removal)	0

Notes:

Multiplied the linear feet of pathway by two to come up with the quantity

Based on 11' wide section to include 6" section on both side of path
Took 20% of the pathway length and multiplied by 11' of width by 2' feet of length.

Ten feet on each side of the pathway length was calculated for restoration.
5% of total construction cost

\$ 7,096.62

REF: 3345 8834

Preliminary Detention Calculations - South Basins

STORM WATER DETENTION POINT CALCULATIONS
Project: Middleburg of Novi
Location: Engineering Project, 11 Mile Road, Novi, Oakland County, Drain Commission District

I. Common Items and Assumptions

A. First Flush = (5717) x (42.56) x (0.0001) = 24.24 cu ft

B. Detention Volume Equation
 $V = (A_1 \times A_2 \times H_1) + (A_3 \times H_2) + (A_4 \times H_3)$
 where: A_1 = Area of storage elevation
 A_2 = Area of storage elevation
 A_3 = Area of storage elevation
 A_4 = Area of storage elevation

II. Detention Point Volume

A. First Flush, 5717 cu ft and 100 year Storm Event
 1. Contributing Area = 3.22 Ac.
 2. Detention Runoff Coefficient = 0.70

Water Surface	Area (Ac)	Runoff Coefficient (C)	RVC
Roof Top	0.41	0.95	0.39
Impervious Paved Area	0.38	0.95	0.36
Total	0.79		0.37

Detention C = 3.87 x 0.22 = 0.85

B. 100 Year Flood Volume
 $V = (5717) \times (42.56) \times (0.0001) \times (0.70) = 170.07$ CF

C. 100 Year Flood Volume
 $V = (5717) \times (42.56) \times (0.0001) \times (0.70) = 170.07$ CF

Preliminary Detention Calculations - North Basins

STORM WATER DETENTION POINT CALCULATIONS
Project: Middleburg of Novi
Location: Engineering Project, 11 Mile Road, Novi, Oakland County, Drain Commission District

I. Common Items and Assumptions

A. First Flush = (5717) x (42.56) x (0.0001) = 24.24 cu ft

B. Detention Volume Equation
 $V = (A_1 \times A_2 \times H_1) + (A_3 \times H_2) + (A_4 \times H_3)$
 where: A_1 = Area of storage elevation
 A_2 = Area of storage elevation
 A_3 = Area of storage elevation
 A_4 = Area of storage elevation

II. Detention Point Volume

A. First Flush, 5717 cu ft and 100 year Storm Event
 1. Contributing Area = 0.98 Ac.
 2. Detention Runoff Coefficient = 0.70

Water Surface	Area (Ac)	Runoff Coefficient (C)	RVC
Roof Top	0.08	0.95	0.30
Impervious Paved Area	0.90	0.95	0.33
Total	0.98		0.33

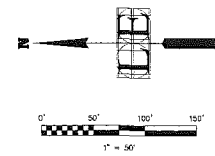
Detention C = 0.72 x 0.22 = 0.16

B. 100 Year Flood Volume
 $V = (5717) \times (42.56) \times (0.0001) \times (0.70) = 170.07$ CF

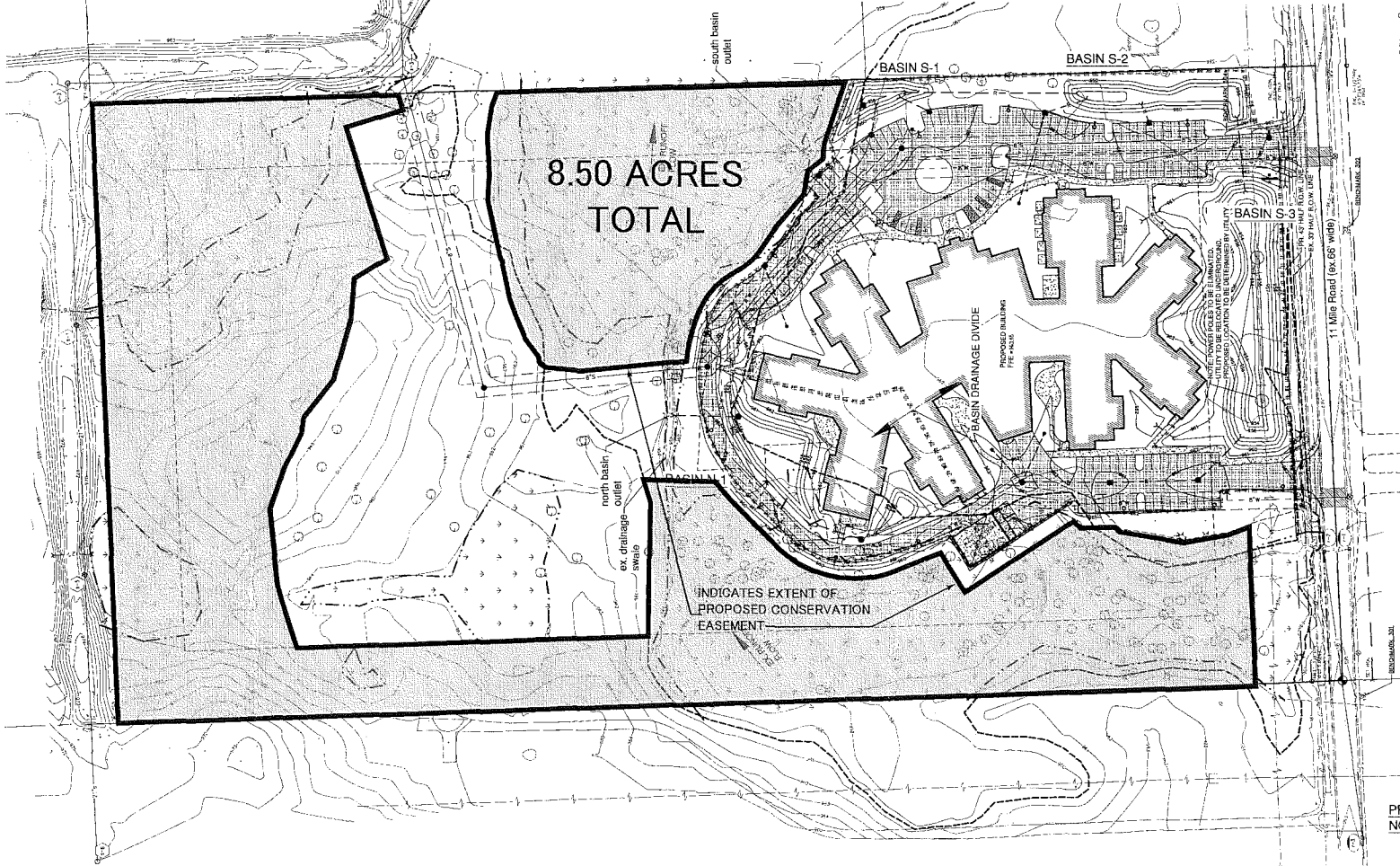
C. 100 Year Flood Volume
 $V = (5717) \times (42.56) \times (0.0001) \times (0.70) = 170.07$ CF

Stormwater Detention Summary
 South Basins (Three in Series) 67311 of total proposed
 51157 of required

North Basin N-1
 11047 of total proposed
 9412 of required



- LEGEND**
- SPOT GRADE
 - CONTOUR
 - WATER MAIN
 - SANITARY SEWER
 - STORM SEWER
 - OVERHEAD
 - FENCE
 - GAS
 - FLOODPLAIN
 - WETLAND DELINEATION
 - SDM
 - LIGHT POLE
 - UTILITY POLE
 - BOLLARD
 - SOIL BORING
 - SECTION CORNER
 - DECIDUOUS TREE
 - RECREATIONAL
 - GATE VALVE IN BOX
 - GATE VALVE IN WELL
 - DOMESTIC WATER WELL
 - TEST WELL / MON. WELL
 - BITUMINOUS PAVEMENT
 - CONCRETE PAVEMENT
 - INDICATES EXTENT OF PROPOSED CONSERVATION EASEMENT



PRELIMINARY NOT FOR CONSTRUCTION

CONSULTANTS:
LIVINGSTON ENGINEERING
 3300 OLIVE ST.
 FARMINGTON, MICHIGAN 48116
 (919) 225-7100
ETS ENGINEERING, INC.
 1000 E. WASHINGTON
 RAYL, ILLINOIS 61807
 (618) 765-0000
RUSSELL DESIGN
 1240 W. WASHINGTON
 NORTHVILLE, MICHIGAN 48167
 (248) 454-5222
KING & MCGREGOR ENVIRONMENTAL INC.
 4000 WASHINGTON RD
 CANTON, MICHIGAN 48107
 (734) 261-0294

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:**

05/01/2010 PRELIMINARY SITEPLAN REVIEW TEA
 07/15/2010 PREL. REVIEW TEA
 11/20/2009 PREL APPLICATION TEA
 DATE: DESCRIPTION: DRAWN BY:

PROFESSIONAL ENGINEER
 TIMMY E. AUSTIN
 REG. NO. 42504
 MICHIGAN

05/01/2010 PRELIMINARY SITEPLAN REVIEW TEA
 07/15/2010 PREL. REVIEW TEA
 11/20/2009 PREL APPLICATION TEA
 DATE: DESCRIPTION: DRAWN BY:

PROJECT NUMBER: SHEET NUMBER:
 09011 C-3