



CITY of NOVI CITY COUNCIL

Agenda Item G
April 18, 2016

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Land Company, LLC for the Liberty Park Single Family Phase 2 project located north of Twelve Mile Road, west of Dixon Road (parcel 22-10-300-027).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer of Liberty Park Single Family Phase 2, Pulte Land Company, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new residential development project, located north of Twelve Mile Road and west of Dixon Road.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the eventual property owner (Homeowners Association) to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance on the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular case, the homeowners association owns and agrees to maintain the storm water detention basin and is providing an access easement to the basin. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site storm water system.

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

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement with Pulte Land Company, LLC for the Liberty Park Single Family Phase 2 project located north of Twelve Mile Road, west of Dixon Road (parcel 22-10-300-027).

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

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

Liberty Park Single Family Phase 2

Location Map



Liberty Park Single Family Phase 2

Map Author: Theresa Bridges
Date: April 6, 2016
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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



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

Feet
0 80 160 320 480
1 inch = 400 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

CITY OF NOVI
CITY CLERK'S OFFICE
2015 JAN 14 P 1:45

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.johnsonrosati.com

January 12, 2015

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

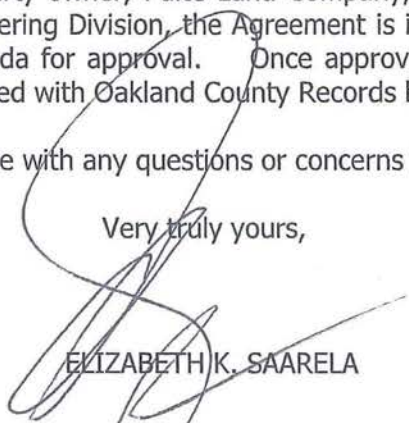
Re: **Liberty Park Single Family Phase II**
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Liberty Park Single Family Phase II. The Agreement is in the City's standard format and has been executed by the property owner, Pulte Land Company, LLC. Subject to approval of the exhibits by the City's Engineering Division, the Agreement is in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,


ELIZABETH K. SAARELA

EKS
Enclosures

C: Maryanne Cornelius, Clerk (w/ Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)
Adam Wayne, Construction Engineer (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)

Rob Hayes, Public Services Director
January 12, 2015
Page 2

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Adam Wayne, Construction Engineer (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Tim Brodoski, Atwell (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of _____, 2014, by and between Pulte Land Company, LLC, a Michigan limited liability company, whose address is 100 Bloomfield Parkway, Bloomfield Hills, Michigan 48304 (hereinafter the "Developer"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

A. Developer established Liberty Park, Oakland County Condominium Subdivision Plan No. 1703 ("Development"), by recording a Master Deed, Bylaws and Condominium Subdivision Plan on January 11, 2005 in Liber 34747, Pages 751 through 825, inclusive, Oakland County Records, as amended (the "Property"). Developer has received final site plan approval for construction Development.

B. The Development shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Developer hereby covenants and agrees that the Developer shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Developer shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit A.

In the event that the Developer shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Developer setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Developer an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit B** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit C**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Developer within thirty (30) days of a billing to the Developer. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer, and, in such event, the Developer shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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

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

PULTE LAND COMPANY, LLC, a Michigan limited liability company

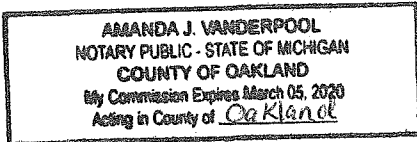
By: [Signature]

Its: Authorized Agent

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

Acknowledged before me on December 9th, 2014, by Kevin Christensen, the Authorized Agent of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the company.

Amanda Vanderpool
Notary Public Amanda Vanderpool
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: March 5, 2020



CITY OF NOVI, a Municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2014, by, _____, on behalf of the City of Novi, a Municipal corporation.

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

Drafted By:
Elizabeth K. Saarela
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

And when recorded return to:

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



EXHIBIT "A"
LONG TERM MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM
 Liberty Park, Single Family Phase 2, Novi | Michigan

The Owner and/or Association shall maintain a log of all inspection and maintenance activities, and make the log available to City personnel as needed.

Maintenance Activities	SYSTEM COMPONENT								BUDGET	
	Detention Basin Inlets, Outlets and Gratings	Manufactured Treatment Systems	Forebay	Detention Basin	Forebay Emergency Spillway	Rip Rap	Buffer Strip	Schedule	Yearly Budget Amount	Budget Amount 1st (3) Years of Operation
Monitoring/Inspection										
Inspect for sediment accumulation	✓	✓	✓	✓				Annually	\$600.00	\$1,800.00
Inspect for floatables and debris	✓	✓	✓	✓	✓		✓	Annually and After Major Events	\$800.00	\$2,400.00
Inspection for erosion			✓	✓	✓	✓	✓	Annually and After Major Events	\$700.00	\$2,100.00
Monitor plantings/vegetation			✓	✓				2 Times Per Year	\$600.00	\$1,800.00
Wet weather inspection of structural elements with as built plans in hand.	✓	✓	✓	✓	✓	✓	✓	Annually	\$1,000.00	\$3,000.00
Ensure means of access for maintenance remain clear/open	✓	✓	✓	✓	✓	✓	✓	Annually	\$1,000.00	\$3,000.00
Preventative Maintenance										
Mowing			✓	✓	✓		✓	Up to 2 times/year *	\$400.00	\$1,200.00
Remove excess sediment	✓	✓	✓	✓				As Needed**	\$750.00	\$2,250.00
Remove floatables, dead vegetation and debris	✓	✓	✓	✓	✓			As Needed	\$850.00	\$2,550.00
Replace or wash/reuse stone filters	✓				✓	✓		Every 3 Years; More Frequently as Needed ***	\$0.00	\$1,600.00
Remove invasive plant species			✓	✓			✓	Annually	\$300.00	\$900.00
Sweeping streets and parking lots								2 Times Per Year	\$900.00	\$2,700.00
Remedial Actions										
Repair/Stabilize areas of erosion	✓		✓	✓	✓	✓	✓	As Needed	\$400.00	\$1,200.00
Replaced dead plantings, bushes, trees			✓	✓			✓	As Needed	\$500.00	\$1,500.00
Reseed bare areas			✓	✓			✓	As Needed	\$200.00	\$600.00
Structural repairs	✓	✓			✓	✓		As Needed	\$400.00	\$1,200.00
Make adjustments/repairs to ensure proper functioning	✓	✓	✓	✓	✓	✓	✓	As Needed	\$600.00	\$1,800.00

*Not to exceed the length allowed by Local Community ordinance.

** Forebay to be cleaned whenever volume is reduced by 30 percent or more due to sediment accumulation. Manufactured treatment systems to be cleaned according to manufacturer's recommendations.

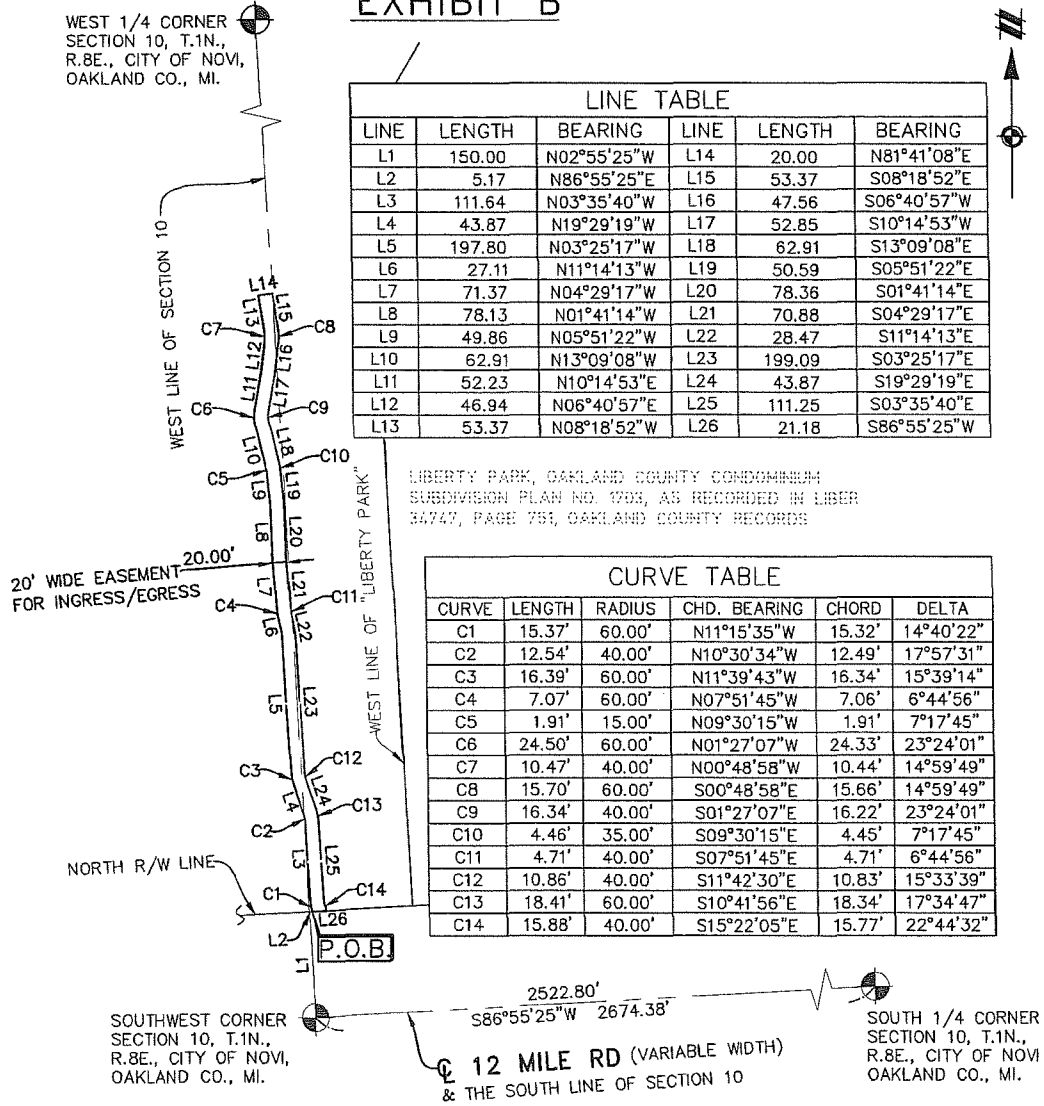
*** Replace stone if it cannot be adequately cleaned.

EXHIBIT B
INGRESS/EGRESS EASEMENT AREA

DESCRIPTION OF A 20.00 FOOT WIDE EASEMENT FOR INGRESS/EGRESS

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 2674.38 feet along the centerline of Twelve Mile Road (variable width) and the South line of said Section 10; thence N02°55'25"W 150.00 feet along the West line of said Section 10; thence N86°55'25"E 5.17 feet along the North Right-of-Way line of said Twelve Mile Road for a **PLACE OF BEGINNING**; thence 15.37 feet along the arc of a 60.00 foot radius non-tangential circular curve to the right, chord bearing N11°15'35"W 15.32 feet; thence N03°35'40"W 111.64 feet; thence 12.54 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing N10°30'34"W 12.49 feet; thence N19°29'19"W 43.87 feet; thence 16.39 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing N11°39'43"W 16.34 feet; thence N03°25'17"W 197.80 feet; thence N11°14'13"W 27.11 feet; thence 7.07 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing N07°51'45"W 7.06 feet; thence N04°29'17"W 71.37 feet; thence N01°41'14"W 78.13 feet; thence N05°51'22"W 49.86 feet; thence 1.91 feet along the arc of a 15.00 foot radius circular curve to the left, chord bearing N09°30'15"W 1.91 feet; thence N13°09'08"W 62.91 feet; thence 24.50 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing N01°27'07"W 24.33 feet; thence N10°14'53"E 52.23 feet; thence N06°40'57"E 46.94 feet; thence 10.47 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing N00°48'58"W 10.44 feet; thence N08°18'52"W 53.37 feet; thence N81°41'08"E 20.00 feet; thence S08°18'52"E 53.37 feet; thence 15.70 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing S00°48'58"E 15.66 feet; thence S06°40'57"W 47.56 feet; thence S10°14'53"W 52.85 feet; thence 16.34 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S01°27'07"E 16.22 feet; thence S13°09'08"E 62.91 feet; thence 4.46 feet along the arc of a 35.00 foot radius circular curve to the right, chord bearing S09°30'15"E 4.45 feet; thence S05°51'22"E 50.59 feet; thence S01°41'14"E 78.36 feet; thence S04°29'17"E 70.88 feet; thence 4.71 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S07°51'45"E 4.71 feet; thence S11°14'13"E 28.47 feet; thence S03°25'17"E 199.09 feet; thence 10.86 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S11°42'30"E 10.83 feet; thence S19°29'19"E 43.87 feet; thence 18.41 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing S10°41'56"E 18.34 feet; thence S03°35'40"E 111.25 feet; thence 15.88 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S15°22'05"E 15.77 feet; thence S86°55'25"W 21.18 feet to the **PLACE OF BEGINNING**, containing 0.41 acres of land, more or less, subject to easements, conditions, restrictions and exceptions of record, if any.

EXHIBIT B



LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	150.00	N02°55'25\"W	L14	20.00	N81°41'08\"E
L2	5.17	N86°55'25\"E	L15	53.37	S08°18'52\"E
L3	111.64	N03°35'40\"W	L16	47.56	S06°40'57\"W
L4	43.87	N19°29'19\"W	L17	52.85	S10°14'53\"W
L5	197.80	N03°25'17\"W	L18	62.91	S13°09'08\"E
L6	27.11	N11°14'13\"W	L19	50.59	S05°51'22\"E
L7	71.37	N04°29'17\"W	L20	78.36	S01°41'14\"E
L8	78.13	N01°41'14\"W	L21	70.88	S04°29'17\"E
L9	49.86	N05°51'22\"W	L22	28.47	S11°14'13\"E
L10	62.91	N13°09'08\"W	L23	199.09	S03°25'17\"E
L11	52.23	N10°14'53\"E	L24	43.87	S19°29'19\"E
L12	46.94	N06°40'57\"E	L25	111.25	S03°35'40\"E
L13	53.37	N08°18'52\"W	L26	21.18	S86°55'25\"W

LIBERTY PARK, OAKLAND COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 0003, AS RECORDED IN LIBER
 34747, PAGE 751, OAKLAND COUNTY RECORDS

CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C1	15.37'	60.00'	N11°15'35\"W	15.32'	14°40'22\"
C2	12.54'	40.00'	N10°30'34\"W	12.49'	17°57'31\"
C3	16.39'	60.00'	N11°39'43\"W	16.34'	15°39'14\"
C4	7.07'	60.00'	N07°51'45\"W	7.06'	6°44'56\"
C5	1.91'	15.00'	N09°30'15\"W	1.91'	7°17'45\"
C6	24.50'	60.00'	N01°27'07\"W	24.33'	23°24'01\"
C7	10.47'	40.00'	N00°48'58\"W	10.44'	14°59'49\"
C8	15.70'	60.00'	S00°48'58\"E	15.66'	14°59'49\"
C9	16.34'	40.00'	S01°27'07\"E	16.22'	23°24'01\"
C10	4.46'	35.00'	S09°30'15\"E	4.45'	7°17'45\"
C11	4.71'	40.00'	S07°51'45\"E	4.71'	6°44'56\"
C12	10.86'	40.00'	S11°42'30\"E	10.83'	15°33'39\"
C13	18.41'	60.00'	S10°41'56\"E	18.34'	17°34'47\"
C14	15.88'	40.00'	S15°22'05\"E	15.77'	22°44'32\"

	SECTION CORNER
	P.O.B. PLACE OF BEGINNING
	R/W RIGHT-OF-WAY

CLIENT PULTE LAND DEVELOPMENT CORPORATION SKETCH & DESCRIPTION OF A 20 FOOT WIDE EASEMENT FOR INGRESS/EGRESS LOCATED IN SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY	JOB: 300803/14000380	CAD: 14000380EA-05
	DR: TRP	CH: LMD
	BOOK:	PG:
	SHEET 1 OF 2	DATE: 3-20-2014
	FILE NO: EA-05	
ATWELL 866.650.4300 www.atwell-group.com OFFICES IN NORTH AMERICA AND ASIA		
SCALE: 1 INCH = 200 FEET		

EXHIBIT B

DESCRIPTION OF A 20.00 FOOT WIDE EASEMENT FOR INGRESS/EGRESS

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 2674.38 feet along the centerline of Twelve Mile Road (variable width) and the South line of said Section 10; thence N02°55'25"W 150.00 feet along the West line of said Section 10; thence N86°55'25"E 5.17 feet along the North Right-of-Way line of said Twelve Mile Road for a PLACE OF BEGINNING; thence 15.37 feet along the arc of a 60.00 foot radius non-tangential circular curve to the right, chord bearing N11°15'35"W 15.32 feet; thence N03°35'40"W 111.64 feet; thence 12.54 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing N10°30'34"W 12.49 feet; thence N19°29'19"W 43.87 feet; thence 16.39 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing N11°39'43"W 16.34 feet; thence N03°25'17"W 197.80 feet; thence N11°14'13"W 27.11 feet; thence 7.07 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing N07°51'45"W 7.06 feet; thence N04°29'17"W 71.37 feet; thence N01°41'14"W 78.13 feet; thence N05°51'22"W 49.86 feet; thence 1.91 feet along the arc of a 15.00 foot radius circular curve to the left, chord bearing N09°30'15"W 1.91 feet; thence N13°09'08"W 62.91 feet; thence 24.50 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing N01°27'07"W 24.33 feet; thence N10°14'53"E 52.23 feet; thence N06°40'57"E 46.94 feet; thence 10.47 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing N00°48'58"W 10.44 feet; thence N08°18'52"W 53.37 feet; thence N81°41'08"E 20.00 feet; thence S08°18'52"E 53.37 feet; thence 15.70 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing S00°48'58"E 15.66 feet; thence S06°40'57"W 47.56 feet; thence S10°14'53"W 52.85 feet; thence 16.34 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S01°27'07"E 16.22 feet; thence S13°09'08"E 62.91 feet; thence 4.46 feet along the arc of a 35.00 foot radius circular curve to the right, chord bearing S09°30'15"E 4.45 feet; thence S05°51'22"E 50.59 feet; thence S01°41'14"E 78.36 feet; thence S04°29'17"E 70.88 feet; thence 4.71 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S07°51'45"E 4.71 feet; thence S11°14'13"E 28.47 feet; thence S03°25'17"E 199.09 feet; thence 10.86 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S11°42'30"E 10.83 feet; thence S19°29'19"E 43.87 feet; thence 18.41 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing S10°41'56"E 18.34 feet; thence S03°35'40"E 111.25 feet; thence 15.88 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S15°22'05"E 15.77 feet; thence S86°55'25"W 21.18 feet to the Place of Beginning, containing 0.41 acres of land, more or less, subject to easements, conditions, restrictions and exceptions of record, if any.


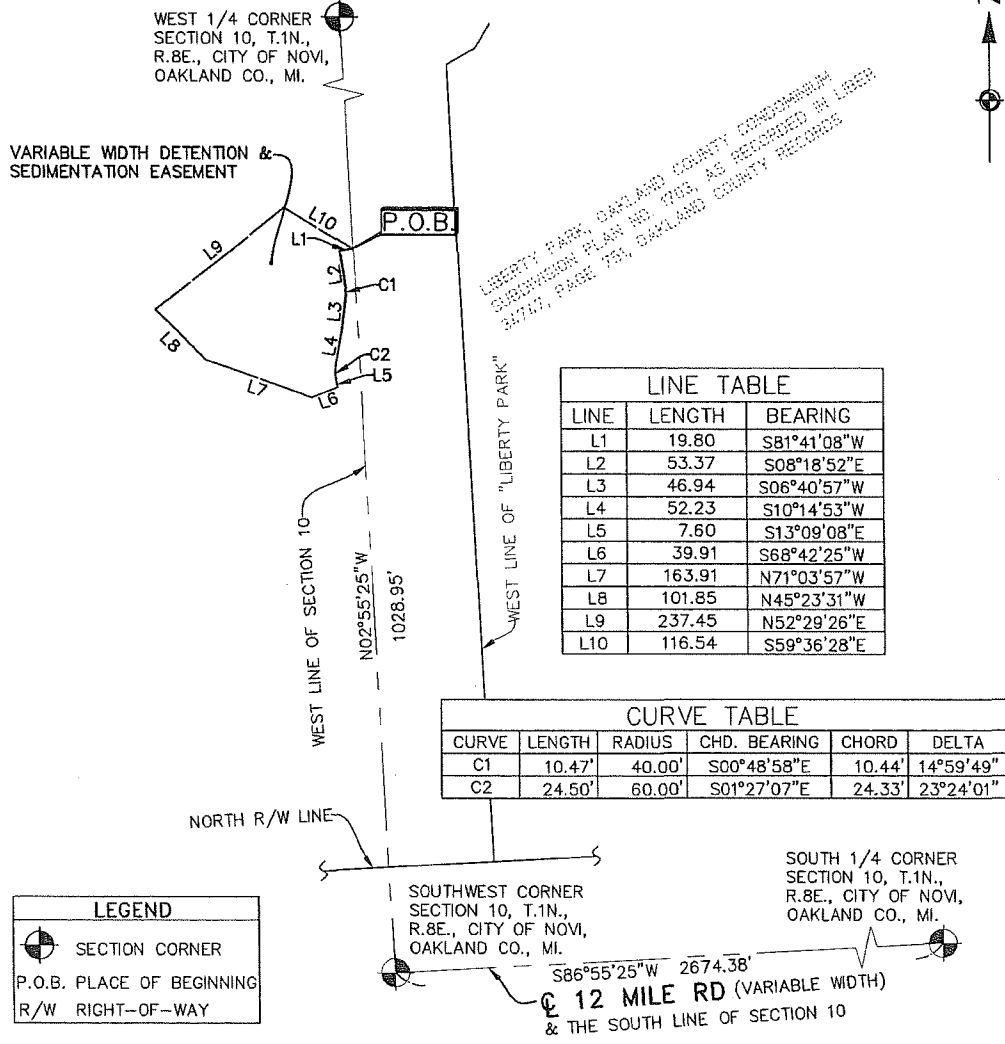
CLIENT PULTE LAND DEVELOPMENT CORPORATION SKETCH & DESCRIPTION OF A 20 FOOT WIDE EASEMENT FOR INGRESS/EGRESS LOCATED IN SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY SCALE:	JOB: 300803/14000380	CAD: 14000380EA-05
	DR. TRP	CH. LMD
	BOOK	PG.
	SHEET 2 OF 2	DATE: 03-20-14
	FILE NO. EA-05	
 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <b style="font-size: 1.2em;">ATWELL <small>666.630.4200 www.atwellgroup.com OFFICES IN NORTH AMERICA AND ASIA</small> </div>		

EXHIBIT C
DETENTION/SEDIMENTATION BASIN EASEMENT AREA

**DESCRIPTION OF A VARIABLE WIDTH DETENTION & SEDIMENTATION
EASEMENT:**

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 2674.38 feet along the centerline of Twelve Mile Road (variable width) and the South line of said Section 10; thence N02°55'25"W 1028.95 feet along the West line of said Section 10 for a **PLACE OF BEGINNING**; thence S81°41'08"W 19.80 feet; thence S08°18'52"E 53.37 feet; thence 10.47 feet along the arc of a 40.00 foot radius circular curve to the right, chord bearing S00°48'58"E 10.44 feet; thence S06°40'57"W 46.94 feet; thence S10°14'53"W 52.23 feet; thence 24.50 feet along the arc of a 60.00 foot radius circular curve to the left, chord bearing S01°27'07"E 24.33 feet; thence S13°09'08"E 7.60 feet; thence S68°42'25"W 39.91 feet; thence N71°03'57"W 163.91 feet; thence N45°23'31"W 101.85 feet; thence N52°29'26"E 237.45 feet; thence S59°36'28"E 116.54 feet to the **PLACE OF BEGINNING**, containing 1.07 acres of land, more or less, subject to easements, conditions, restrictions and exceptions of record, if any.

EXHIBIT C



LINE	LENGTH	BEARING
L1	19.80	S81°41'08"W
L2	53.37	S08°18'52"E
L3	46.94	S06°40'57"W
L4	52.23	S10°14'53"W
L5	7.60	S13°09'08"E
L6	39.91	S68°42'25"W
L7	163.91	N71°03'57"W
L8	101.85	N45°23'31"W
L9	237.45	N52°29'26"E
L10	116.54	S59°36'28"E

CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C1	10.47'	40.00'	S00°48'58"E	10.44'	14°59'49"
C2	24.50'	60.00'	S01°27'07"E	24.33'	23°24'01"

LEGEND	
	SECTION CORNER
	P.O.B. PLACE OF BEGINNING
	R/W RIGHT-OF-WAY

DESCRIPTION OF A VARIABLE WIDTH DETENTION & SEDIMENTATION EASEMENT:

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 2674.38 feet along the centerline of Twelve Mile Road (variable width) and the South line of said Section 10; thence N02°55'25"W 1028.95 feet along the West line of said Section 10 for a PLACE OF BEGINNING; thence S81°41'08"W 19.80 feet; thence S08°18'52"E 53.37 feet; thence 10.47 feet along the arc of a 40.00 foot radius circular curve to the right, chord bearing S00°48'58"E 10.44 feet; thence S06°40'57"W 46.94 feet; thence S10°14'53"W 52.23 feet; thence 24.50 feet along the arc of a 60.00 foot radius circular curve to the left, chord bearing S01°27'07"E 24.33 feet; thence S13°09'08"E 7.60 feet; thence S68°42'25"W 39.91 feet; thence N71°03'57"W 163.91 feet; thence N45°23'31"W 101.85 feet; thence N52°29'26"E 237.45 feet; thence S59°36'28"E 116.54 feet to the Place of Beginning, containing 1.07 acres of land, more or less, subject to easements, conditions, restrictions and exceptions of record, if any.

CLIENT PULTE LAND DEVELOPMENT CORPORATION A DETENTION/SEDIMENTATION BASIN EASEMENT LOCATED IN SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY	JOB: 300803/14000380	CAD: 14000380EA-06
	DR: TRP	CH: LMD
	BOOK:	PG:
	SHEET 1 OF 1	DATE: 3-20-14
FILE NO: EA-06	ATWELL 866.850.4300 www.atwellgroup.com OFFICES IN NORTH AMERICA AND ASIA	
SCALE: 1 INCH = 200 FEET		