



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item L
August 24, 2015

SUBJECT: Acceptance of a Wetlands Conservation Easement and a Woodlands Conservation Easement from Providence Hospital and Medical Centers, Inc. for woodland and wetland conservation areas offered as a part of the Rose Senior Living development, located on the west side of Beck Road south of Grand River Avenue in Section 17 of the City.

SUBMITTING DEPARTMENT: Department of Community Development, Planning Division *Bailey*

CITY MANAGER APPROVAL: *[Signature]* *PA*

BACKGROUND INFORMATION:

The applicant has received Final Site Plan approval of a Planned Suburban Low-Rise Overlay (PSLR) plan for the 182 unit Rose Senior Living facility. The proposed 23.61 acre parcel would be split off from the larger Providence Hospital parcel located north of Eleven Mile Road and west of Beck Road. The facility will have both congregate care units as well as assisted living units. The City Council approved the proposed concept plan and PSLR Agreement on May 19, 2014. The Planning Commission approved the Preliminary Site Plan, Wetland Permit, Woodland Permit, and Stormwater Management Plan on May 28, 2014. The Final Site Plan was approved administratively on July 30, 2015.

A condition of the PSLR overlay was that the applicant provide a conservation easement over the wetland mitigation areas and woodland areas within the development. Exhibit B of the two easements graphically depicts the areas being preserved, primarily at the southern part of property. The wetland conservation easement covers approximately 2.86 acres. The woodland conservation easement covers approximately 1.72 acres.

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

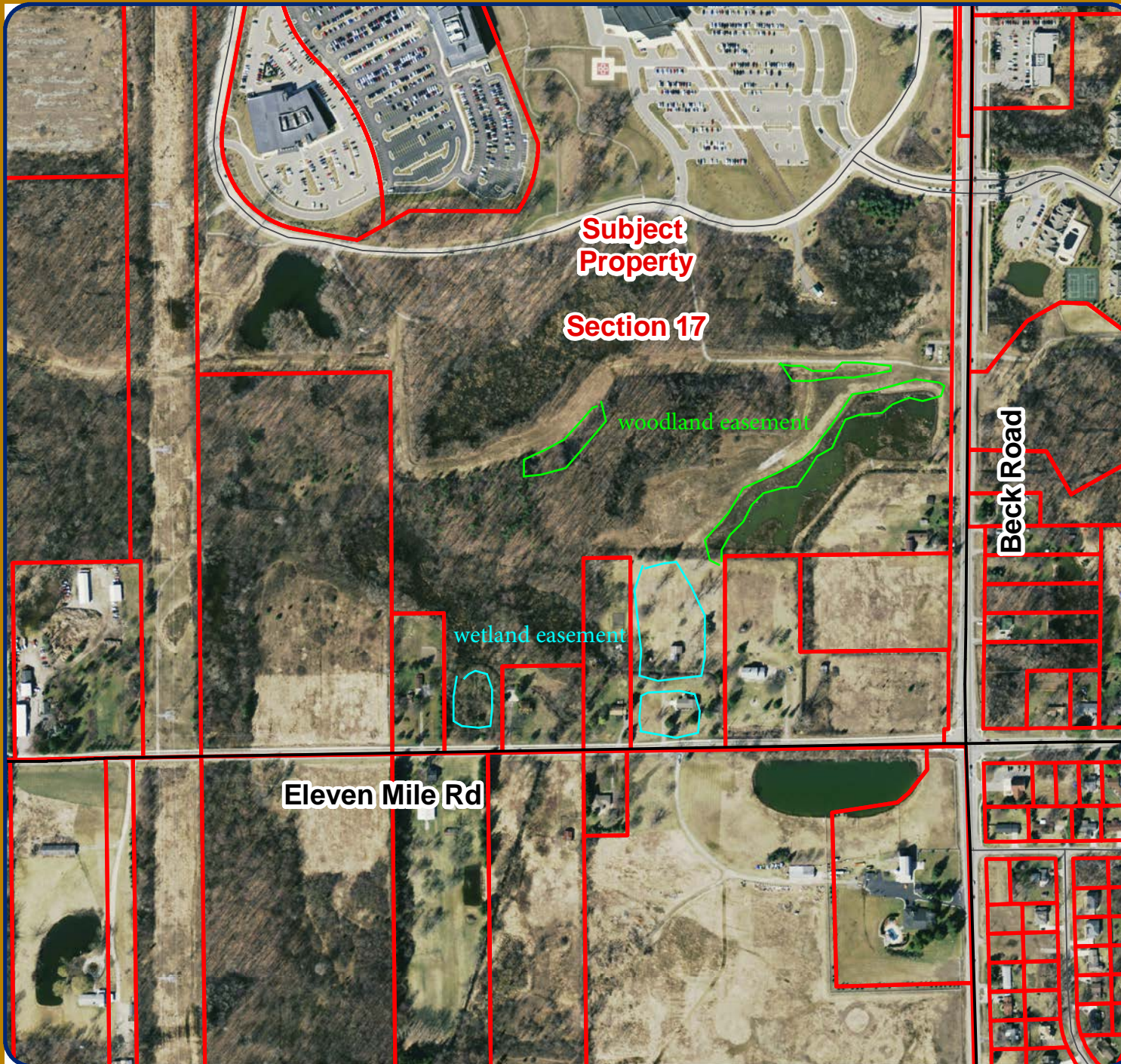
RECOMMENDED ACTION: Acceptance of a Wetlands Conservation Easement and a Woodlands Conservation Easement from Providence Hospital and Medical Centers, Inc. for woodland and wetland conservation areas offered as a part of the Rose Senior Living development, located on the west side of Beck Road south of Grand River Avenue in Section 17 of the City.

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

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

JSP 13-81 Rose Senior Living - Conservation Agreement

Location



**Subject
Property**

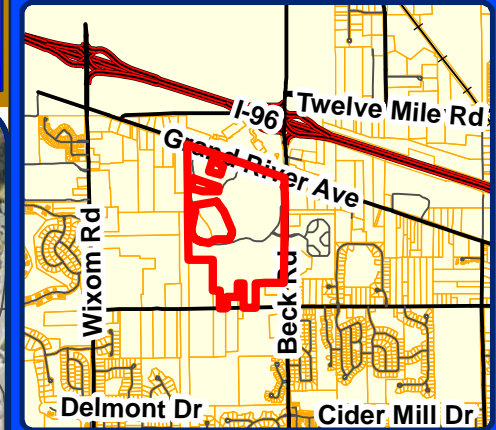
Section 17

woodland easement

wetland easement

Beck Road

Eleven Mile Rd



City of Novi

Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Christopher Gruba
Date: 08/14/15
Project: JSP 13-81 Rose Senior Living
Version #: 1



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.



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

July 31, 2015

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

**RE: *Rose Senior Living*
Woodland and Wetland Conservation Easements**

Dear Ms. McBeth:

We have received and reviewed the following documents for the Rose Senior Living Development:

- Wetlands Conservation Easement
- Woodlands Conservation Easement

The PSLR Overlay Agreement for Development requires both a Conservation Easement over the wetland mitigation areas and woodland areas within the development, as follows:

(3) Creation of a Conservation Easement. Land Owner and Developer shall place 2.86 acres of wetland mitigation areas in a perpetual conservation easement, in a form to be determined by the City. The exact locations of the proposed wetland mitigation areas will be further approved by the City during the site plan approval process. Land Owner and Developer shall also place the woodland areas depicted on the attached Exhibit D in a perpetual conservation easement, in a form to be determined by the City. The exact locations of the proposed woodland conservation areas will be further approved by the City during the site plan approval process.

In accordance with the requirements of the PSLR Overlay Agreement, and our initial review report dated June 17, 2015, the applicant has submitted revised Woodland and Wetland Conservation Easements.

The Conservation Easements are generally in the City's standard format for Woodland and Wetland Conservation Easements. Although the Conservation Easements contain some additional terms for administration between Providence Hospital and the Senior Living Development, the additional provisions do not impact the rights or obligations of the City.

Furthermore, we note that because an MDEQ Conservation Easement is apparently required with respect to the wetlands within the Development, the applicant has also added language indicating that the City's Conservation Easements will not supersede the MDEQ's Conservation Easement. We have reviewed the standard terms of the MDEQ's Conservation Easement and note that the terms are generally consistent with the City's requirements. We would not expect any conflict to result between the Conservation Easements of the City and the MDEQ, therefore, we have no objection to the additional statement being included in the Woodland and Wetland Conservation Easements.

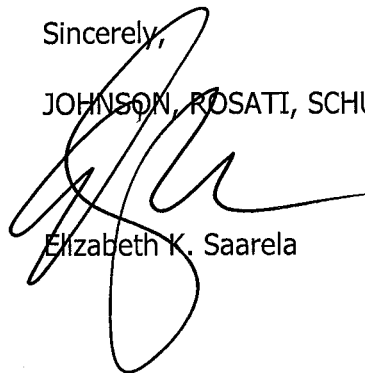
Additionally, the Woodland Conservation Easement allows the applicant to install utilities within the Woodland Easement areas in accordance with the approved site plan. Because the installation and maintenance of utilities to serve the site is contemplated in accordance with the approved plans, we have no objection to the additional provision being included.

Subject to the review and approval of the Exhibits to the Woodland and Wetland Conservation Easements by City staff and/or consultants, the Woodland and Wetland Conservation Easements appear to be in order and may be placed on an upcoming City Council Agenda for approval.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me I that regard.

Sincerely,

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



Elizabeth K. Saarela

EKS

C: Maryanne Cornelius, Clerk
Charles Boulard, Community Development Director
Sri Komaragiri, Planner
Adam Wayne, Construction Engineer
Sheila Weber and Kristin Pace, Treasurer's Office
Sarah Marchioni, Building Permit Coordinator
Pete Hill, ECT
Sue Troutman, City Clerk's Office
Nathan Anderson, Edward Rose & Sons
Gary Tressel, HRC
Thomas R. Schultz, Esquire

WETLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 28 day of July, 2015 by and between Providence Hospital and Medical Centers, Inc., a Michigan non-profit corporation whose address is 47601 Grand River Avenue, Novi, Michigan 48374 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee" or "City").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 17 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a 182 unit senior living facility development on the Property, subject to provision of an appropriate easement to permanently protect the wetland and wetland mitigation areas located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described and depicted on Exhibit B, attached hereto and made a part hereof.

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

1. The purpose of this Conservation Easement is to protect the wetlands and wetland mitigation areas as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

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

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

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

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

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

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

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

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

9. The rights and benefits accruing to the Grantee under this Easement will in no event supersede or preempt the rights and benefits accruing under one or more woodland and wetland conservation easements executed by Grantor in favor of the Michigan Department of Environmental Quality regarding the subject property referenced in this Easement (the "MDEQ Easements"); provided that the MDEQ Easements will be consistent with the approved site plan for the development on the subject property.

GRANTOR

PROVIDENCE HOSPITAL AND MEDICAL CENTERS, INC., a Michigan non-profit corporation

WITNESS:

Kellie Cristo

By: [Signature]

Its: President, Providence Park

STATE OF Michigan)
COUNTY OF Oakland) ss.

The foregoing instrument was acknowledged before me this 28th day of July, 2015 by Peter Karadjof, as the President Providence Park of Providence Hospital Medical Centers, Inc., a Michigan non-profit corporation.

Patricia E. Lewis

Notary Public
Acting in Oakland County
My Commission Expires: June 6, 2020

3

PATRICIA E. LEWIS Notary Public, State of Michigan County of Livingston My Commission Expires Jun. 06, 2020 Acting in the County of

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its:

By: _____

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

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

After Recording, Return to:
Maryanne Cornelius, Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

CONSENT TO EASEMENT

As the holder of a ground lessee's interest in and to the property referenced in the Wetland Conservation Easement (the "Easement"), dated July 28th, 2015, whereby Providence Hospital and Medical Centers, Inc., a Michigan non-profit corporation ("Providence Hospital"), grants and conveys the Easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said Easement, which Easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

Providence Hospital hereby indemnifies, defends and holds the undersigned, Providence Park Senior Living, LLC ("Rose"), harmless from and against any and all losses, costs, damages and expenses, including without limitation reasonable attorneys' fees that Rose may incur pursuant to any imposition by the City of Novi of a lien against the portion of the property referenced in the Easement that is leased by Rose or placement of such property on the delinquent tax roll of the City of Novi due to Providence Hospital's failure to carry out the responsibilities specified within the Easement, and/or in the event of a failure to preserve and/or maintain the Easement Areas (as defined in the Easement) in reasonable order and condition. Rose hereby indemnifies, defends and holds Providence Hospital harmless from and against any and all losses, costs, damages and expenses, including without limitation reasonable attorneys' fees that Providence Hospital may incur pursuant to any imposition by the City of Novi of a lien against the property referenced in the Easement or placement of such property on the delinquent tax roll of the City of Novi due to actions or omissions of Rose.

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

WITNESSES:

PROVIDENCE PARK SENIOR LIVING, LLC
a Michigan limited liability company


(Print Name: DAWN E. SCHULTZ)

By: 
WARREN ROSE


(Print Name: Nathan Anderson)

Its: Manager

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

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

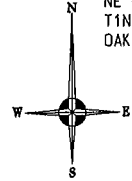
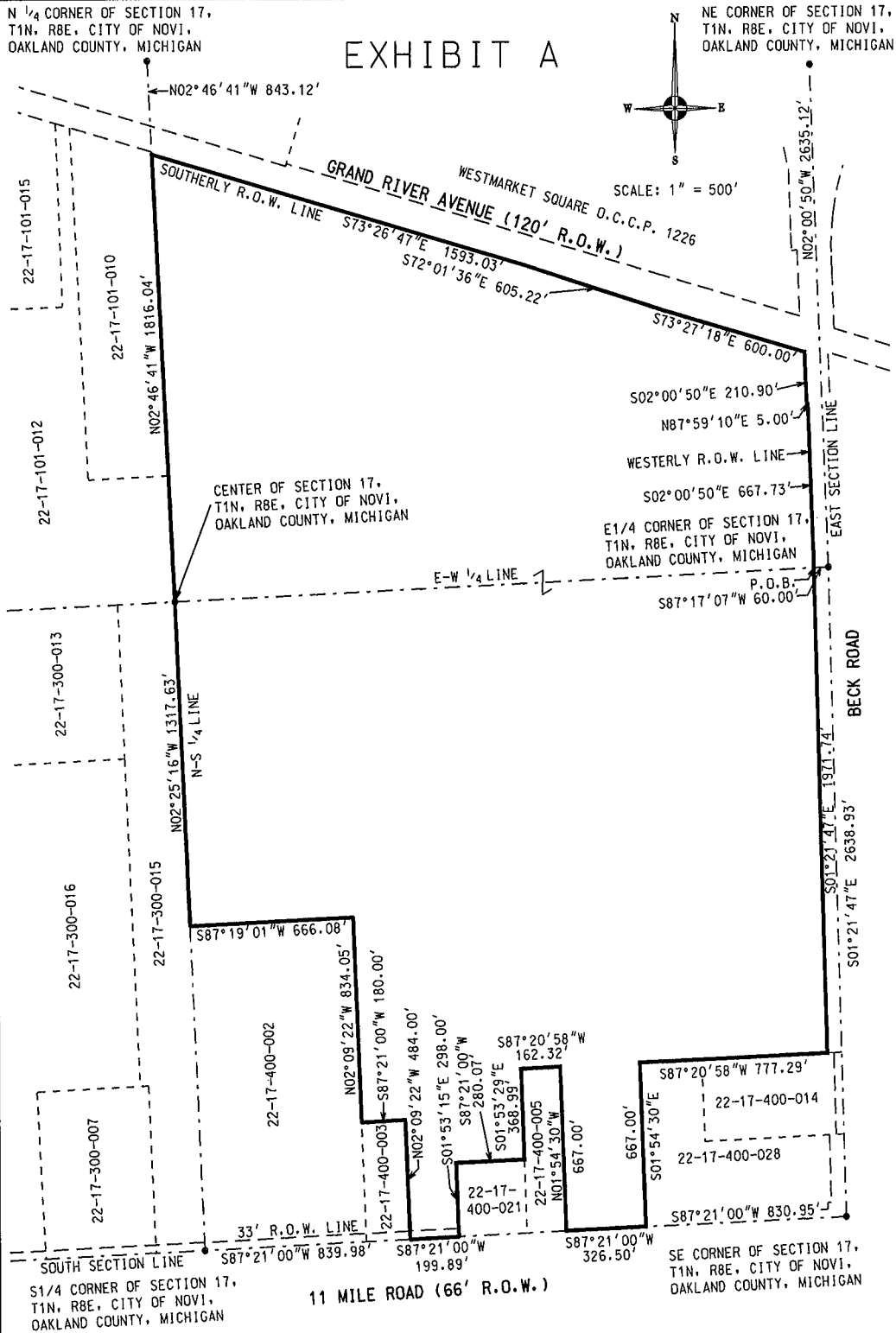
Dawn E. Schultz
Notary Public OAKLAND County, MI
My commission expires: June 26, 2016
Acting in OAKLAND County, MI

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

EXHIBIT A
The Property

SKETCH OF DESCRIPTION

EXHIBIT A



SCALE: 1" = 500'

USER NAME - dhsbert
 DESIGN FILE - W:\201306\20130648\CV13648_Hospital_Campus_Prop.dgn
 QUEUE - \vms\surv\Survey_Legal_CADD - TBL - F:\MS\9\dat\brocker2\bl
 PEN TBL - A:\ms\9\dat\brocker2\bl
 TIME - 27-Jun-2014 16:30

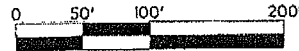
JOB NO. 20130648	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO.
DATE 06-27-14		1 OF 2

DESCRIPTION OF PROVIDENCE PARK HOSPITAL CAMPUS PROPERTY

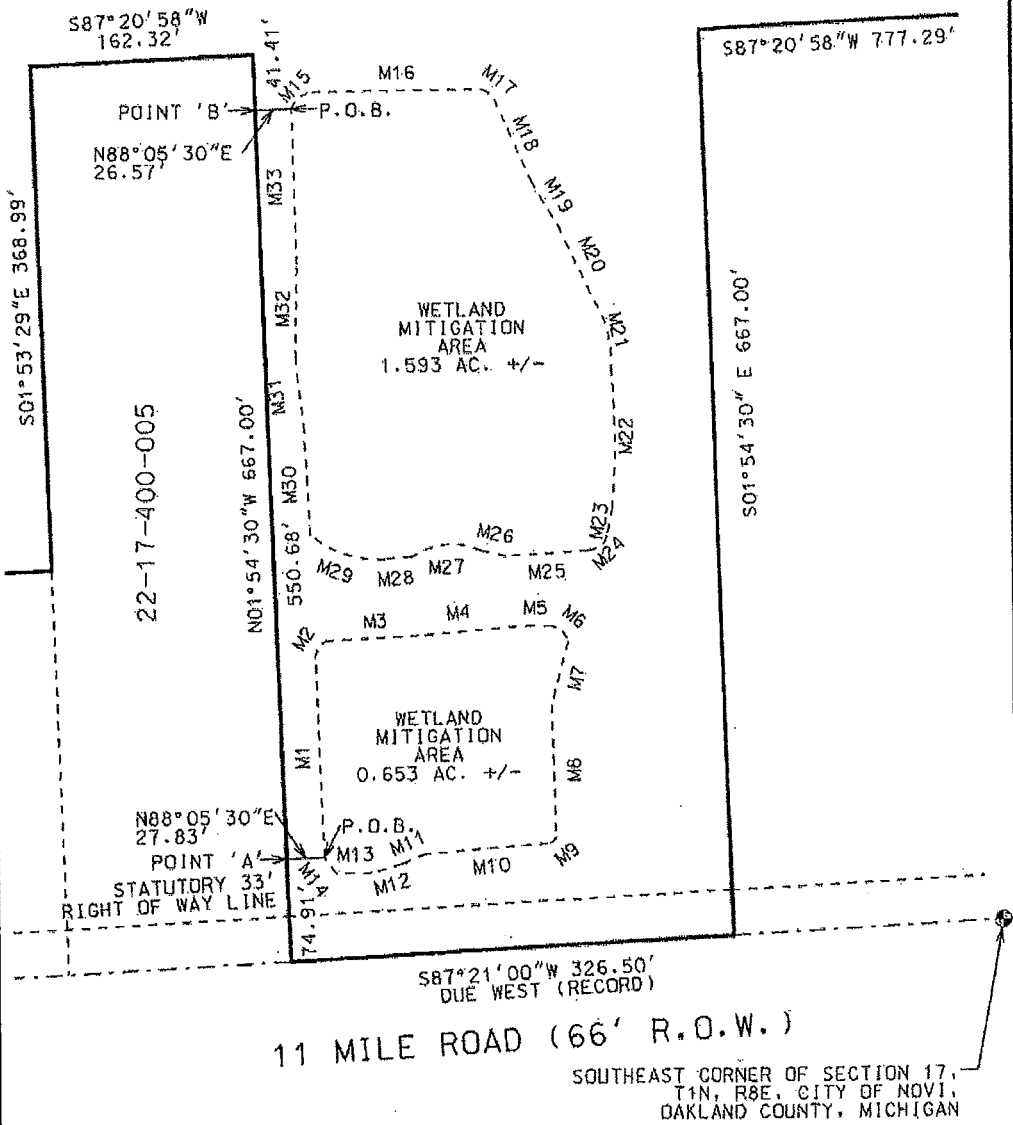
Part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the East $\frac{1}{4}$ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 60.00 feet along the East-West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

EXHIBIT B
Easement Areas

WETLANDS MITIGATION AREA



SCALE: 1" = 100'



7/16/14 27 JAN 2014 14:34

REV TEL: 48888888888888888888

DATE: 05/22/14 11:58:00 AM 05/22/14

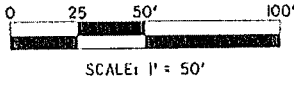
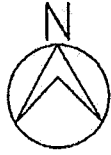
DESIGN FILE: 20130648-V13648.dwg 05/22/14

USER NAME: shclark

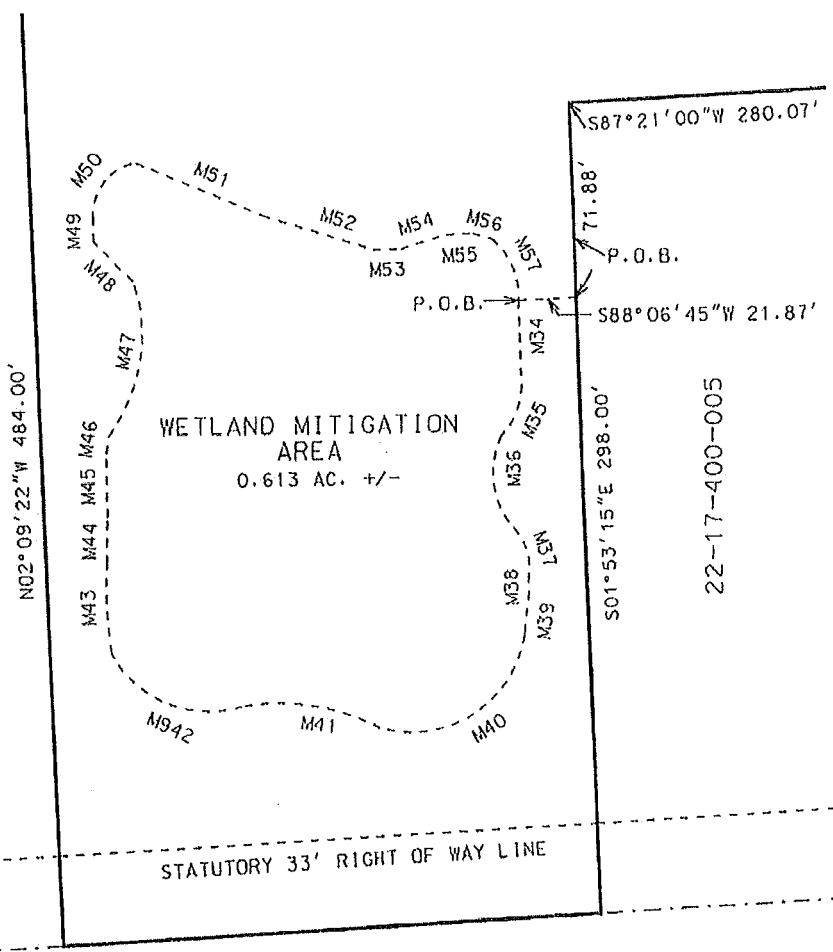
REV. 05-22-14

JOB NO. 20130648	HUBBELL, ROTH & CLARK, INC.		SHEET NO.
DATE 04-21-14	CONSULTING ENGINEERS		1
	555 HULEY DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824	OF 5

WETLAND MITIGATION AREA



7142 - 27-AUG-2014 12:03
 REM TBL - 11/06/2014 11:00:00
 04292 - 11/06/2014 11:00:00
 DESIGN FILE - 11/06/2014 11:00:00
 USER NAME - drcart



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

REV. 06-27-14
REV. 05-22-14

JOB NO. 20130648	HUBBELL, ROTH & CLARK, INC.		SHEET NO.
DATE 04-21-14	CONSULTING ENGINEERS		2
	555 HULET DRIVE	P.O. BOX 824	OF 5
	BLOOMFIELD HILLS, MICH.	48303-0824	

DESCRIPTION OF WETLANDS MITIGATION

Part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the East $\frac{1}{4}$ corner of said Section 17; thence South 87 Degrees 17 Minutes 07 Seconds West 60.00 feet along the East-West $\frac{1}{4}$ line to the west right of way line of Beck Road (variable right of way); thence South 01 Degrees 21 Minutes 47 Seconds East 1,971.74 feet along said right of way line; thence South 87 Degrees 20 Minutes 58 Seconds West 777.29 feet; thence South 01 Degrees 54 Minutes 30 Seconds East 667.00 feet to the South line of said Section 17 and centerline of Eleven Mile Road (33 foot right of way); thence South 87 Degrees 21 Minutes 00 Seconds West 326.50 feet along said South line and centerline; thence North 01 Degrees 54 Minutes 30 Seconds West 74.91 feet to Point "A"; and North 88 Degrees 05 Minutes 30 Seconds East 27.83 feet the Point of Beginning; thence North 01 Degrees 51 Minutes 54 Seconds West 146.76 feet; thence along a curve to the right 15.47 feet, said curve having a radius of 13.52 feet, a chord bearing North 32 Degrees 48 Minutes 47 Seconds East for 14.64 feet; thence North 87 Degrees 09 Minutes 41 Seconds East 72.19 feet; thence North 85 Degrees 27 Minutes 23 Seconds East 74.87 feet; thence South 88 Degrees 56 Minutes 16 Seconds East 15.12 feet; thence along a curve to the right 20.29 feet, said curve having a radius of 15.37 feet, a chord bearing South 51 Degrees 42 Minutes 47 Seconds East 18.85 feet; thence South 14 Degrees 44 Minutes 41 Seconds West 48.61 feet; thence South 01 Degrees 31 Minutes 39 Seconds East 97.02 feet; thence along a curve to the right 7.90 feet, said curve having a radius of 7.80 feet, and a chord bearing South 52 Degrees 46 Minutes 28 Seconds West 7.56 feet; thence South 85 Degrees 50 Minutes 35 Seconds West 89.67 feet; thence South 67 Degrees 07 Minutes 06 Seconds West 18.98 feet; thence South 74 Degrees 48 Minutes 16 Seconds West 23.38 feet; thence North 89 Degrees 36 Minutes 46 Seconds West 25.49 feet; thence North 37 Degrees 15 Minutes 49 Seconds West 14.92 feet and the POINT OF BEGINNING.

Also, Beginning at Point "A"; and North 01 Degrees 54 Minutes 30 Seconds West 550.68 feet to Point "B", and North 88 Degrees 05 Minutes 30 Seconds East 26.57 feet to the Point of Beginning; thence along curve to the right 20.67 feet, said curve radius of 19.08 feet, and a chord bearing North 51 Degrees 54 Minutes 32 Seconds East 19.67 feet; thence North 89 Degrees 40 Minutes 07 Seconds East 124.47 feet; thence along a curve to the right 11.81 feet to the right, having a radius of 19.09 feet, and a chord bearing South 50 Degrees 52 Minutes 58 Seconds East 11.62 feet; thence South 23 Degrees 25 Minutes 07 Seconds East 66.15 feet; thence South 30 Degrees 03 Minutes 48 Seconds East 38.00 feet; thence South 25 Degrees 02 Minutes 46 Seconds East 62.02 feet; thence along a curve to the right 50.58 feet, having a radius of 79.82 feet, and a chord bearing South 13 Degrees 34 Minutes 28 Seconds East 49.74 feet; thence along a curve to the right 103.04 feet, having a radius of 577.30 feet, and a chord bearing South 00 Degrees 09 Minutes 39 Seconds East 102.90 feet; thence South 10 Degrees 11 Minutes 49 Seconds West 21.82 feet; thence along a curve to the right 18.40 feet, having a radius of 15.01 feet, and a chord bearing South 54 Degrees 11 Minutes 27 Seconds West 17.27 feet; thence South 86 Degrees 43 Minutes 50 Seconds West 59.58 feet; thence North 77 Degrees 00 Minutes 46 Seconds West 18.82 feet; thence along a curve the left 53.19 feet, having a radius of 53.57 feet, and a chord bearing South 85 Degrees 40 Minutes 07 Seconds West 51.03 feet; thence South 85 Degrees 29 Minutes 07 Seconds West 19.32 feet; thence along a curve to the right 59.32 feet, having a radius of 79.25 feet, and a chord bearing North 71 Degrees 37 Minutes 43 Seconds West 57.95 feet; thence North 02 Degrees 50 Minutes 38 Seconds West 75.59 feet; thence North 06 Degrees 45 Minutes 10 Seconds West 53.08 feet; North 01 Degrees 15 Minutes 44 Seconds E 69.93 feet thence North 01 Degrees 36 Minutes 10 Seconds West 115.29 feet and the POINT OF BEGINNING.

Also, Beginning at Point "B"; and North 01 Degrees 54 Minutes 30 Seconds West 41.41 feet and South 87 Degrees 20 Minutes 58 Seconds West 162.32 feet and South 01 Degrees 53 Minutes 29 Seconds East 368.99 feet and South 87 Degrees 21 Minutes 00 Seconds West 280.07 feet and South 01 Degrees 53 Minutes 15 Seconds East 71.88 feet and South 88 Degrees 06 Minutes 45 Seconds West 21.87 feet to the Point of Beginning; thence South 01 Degrees 34 Minutes 55 Seconds East 31.29 feet; thence along an arc 19.95 feet to the right, having a radius of 26.29 feet, a chord bearing South 22 Degrees 07 Minutes 38 Seconds West 19.48 feet; thence along an arc 36.24 feet to the left, having a radius of 31.25 feet, a chord bearing South 06 Degrees 46 Minutes 10 Seconds East 34.25 feet; thence along an arc 18.64 feet to the right, having a radius of 20.05 feet, a chord bearing South 17 Degrees 53 Minutes 01 Seconds East 17.97 feet; thence South 01 Degrees 37 Minutes 06 Seconds East 6.55 feet thence South 06 Degrees 47 Minutes 48 Seconds West 15.82 feet thence along an arc 72.18 feet to the right, having a radius of 42.40 feet, a chord bearing South 58 Degrees 07 Minutes 05 Seconds West 63.78 feet; thence along an arc 52.51 feet to the left,

having a radius of 84.38 feet, a chord bearing North 80 Degrees 12 Minutes 59 Seconds West 51.67 feet; thence along an arc 56.35 feet to the right, having a radius of 40.84 feet, a chord bearing North 67 Degrees 24 Minutes 15 Seconds West 51.99 feet; thence along an arc 32.99 feet to the right, having a radius of 153.96 feet, a chord bearing North 02 Degrees 50 Minutes 19 Seconds West 32.93 feet; thence North 01 Degrees 23 Minutes 27 Seconds East 16.76 feet; thence North 00 Degrees 45 Minutes 44 Seconds West 23.44 feet; thence North 08 Degrees 51 Minutes 17 Seconds East 6.45 feet; thence along an arc 59.53 feet to the left, having a radius of 62.14 feet, a chord bearing North 09 Degrees 18 Minutes 35 Seconds East 57.28 feet; thence North 44 Degrees 58 Minutes 58 Seconds West 20.51 feet; thence North 00 Degrees 25 Minutes 00 Seconds West 8.31 feet thence along an arc 28.40 feet to the right, having a radius of 19.13 feet, a chord bearing North 37 Degrees 28 Minutes 53 Seconds East 25.87 feet; thence South 67 Degrees 10 Minutes 38 Seconds East 50.62 feet; thence South 72 Degrees 23 Minutes 25 Seconds East 42.82 feet; thence North 89 Degrees 44 Minutes 02 Seconds East 10.09 feet; thence North 73 Degrees 37 Minutes 34 Seconds East 17.97 feet; thence North 87 Degrees 20 Minutes 59 Seconds East 9.90 feet thence South 74 Degrees 13 Minutes 41 Seconds East 7.57 feet; thence along an arc 25.58 feet to the right, having a radius of 27.32 feet, a chord bearing South 23 Degrees 23 Minutes 41 Seconds East 24.66 feet and the POINT OF BEGINNING. Said description contains 26,700 square feet, or 0.613 acres, more or less. Said descriptions contains 124,538 square feet, or 2.859 acres, more or less.

WOODLANDS CONSERVATION EASEMENT

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

R E C I T A T I O N S:

A. Grantor owns a certain parcel of land situated in Section 17 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor desires to grant such an easement in order to protect the area.

B. The Woodlands Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B attached hereto and made a part hereof.

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

1. The purpose of this Woodlands Conservation Easement is to protect the described and depicted Easement Areas and vegetation in those areas, as shown on the attached and incorporated Exhibit B. The subject Easement Areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized herein or by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized herein or that have been authorized by permit, there shall be no disturbance of the woodlands and/or vegetation within the Easement Areas, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or

otherwise altering or developing, and/or constructing, operating, or maintaining any use or development in the Easement Areas. Grantor may, under emergency circumstances, remove dead or diseased foliage that may reasonably be expected to threaten life or property in the surrounding area. Otherwise, dead or diseased trees may be removed only in accordance with the provisions of the City of Novi Woodlands Protection Ordinance, as amended, and the applicable Woodland Permit for the Development.

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

4. Grantor reserves for itself, its successors and assigns, the right, but not the obligation, at Grantor's expense, in accordance with all required permits, to construct, manage, use, repair and maintain certain retaining and/or decorative walls, utility lines (including but not limited to electrical, communication, storm water, water, sanitary and gas), irrigation lines and irrigation equipment, and guardrails as shown on the approved Final Site Plan, subject to engineering feasibility; provided, however, any deviation must be mutually agreeable by Grantor and Grantee (the "Improvements"). Grantor reserves all rights to manage, use, repair and maintain the Improvements. In all events, with respect to Grantee's interest in the Easement Areas, created pursuant to this Woodland Easement, Grantor agrees to indemnify, defend, and hold harmless the Grantee and the Grantee's agents, officials, and employees, from and against any and all claims, loss, liability, damages, costs, and expenses, including, but not limited to, all reasonable attorney's fees and court costs, that arise out of or in connection with the construction management, use, and repair of the Improvements by Grantor or by Grantor's employees, lessees, invitees and/or members of the general public.

5. This Woodlands Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Areas, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Areas to determine whether the Easement Areas are being maintained in compliance with the terms of this Woodlands Conservation Easement. Grantor its successors and assigns may permit, in its sole discretion, public access to the Easement Areas, and may limit public access if, in Grantor's opinion, such use materially interferes with the terms of this Woodlands Conservation Easement and/or Grantor's use and enjoyment of the Easement Areas.

6. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Woodlands Conservation Easement, and/or in the event of a failure to preserve and/or maintain the Easement Areas in reasonable order and condition, the City may serve written notice upon the Grantor, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing, shall

determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, 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 upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien as to the Property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, and shall accrue interest and penalties, and 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 Grantor and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

7. Within ninety (90) days after the Woodlands Conservation Easement shall have been recorded, Grantor, at its sole expense, shall place such signs defining the boundaries of the Easement Area and describing its protected purpose, as indicated herein. Grantor shall further reserve unto itself, its successors and assigns, the right to install additional signage, markings or the like associated with any trail or trails constructed within the Easement Areas.

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

9. Grantor shall state, acknowledge and/or disclose the existence of this Woodlands Conservation Easement on legal instruments used to convey an interest in the property.

10. Grantor reserves for itself, its successors and assigns, the right to use the Easement Areas in any manner consistent with the rights granted herein.

11. This Woodlands Conservation Easement may be amended, modified or terminated by the parties hereto by written instrument signed by Grantor and Grantee or their successors and assigns.

12. The rights and benefits accruing to the Grantee under this Woodlands Conservation Easement will in no event supersede or preempt the rights and benefits accruing under one or more woodland and wetland conservation easements executed by Grantor in favor of the Michigan Department of Environmental Quality regarding the subject property referenced in this Easement (the "MDEQ Easements"); provided that the MDEQ Easements will be consistent with the approved site plan for the development on the subject property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Woodlands Conservation Easement as of the day and year first above set forth.

WITNESS:

GRANTOR:

Kellie Cisko

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

[Signature]
By: Peter Karadjoff
Its: President, Providence Park

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

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

PATRICIA E. LEWIS
Notary Public, State of Michigan
County of Livingston
My Commission Expires Jun. 06, 2020
Acting in the County of

Patricia E. Lewis
Notary Public
Oakland County, Michigan
My Commission Expires: June 6, 2020

WITNESS:

GRANTEE:

CITY OF NOVI,
a Michigan municipal corporation

By: _____
Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2015, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:

After recording return to:

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

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

CONSENT TO EASEMENT

As the holder of a ground lessee's interest in and to the property referenced in the Woodlands Conservation Easement (the "Easement"), dated July 28th, 2015, whereby Providence Hospital and Medical Centers, Inc., a Michigan non-profit corporation ("Providence Hospital"), grants and conveys the Easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said Easement, which Easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

Providence Hospital hereby indemnifies, defends and holds the undersigned, Providence Park Senior Living, LLC ("Rose"), harmless from and against any and all losses, costs, damages and expenses, including without limitation reasonable attorneys' fees that Rose may incur pursuant to any imposition by the City of Novi of a lien against the portion of the property referenced in the Easement that is leased by Rose or placement of such property on the delinquent tax roll of the City of Novi due to Providence Hospital's failure to carry out the responsibilities specified within the Easement, and/or in the event of a failure to preserve and/or maintain the Easement Areas (as defined in the Easement) in reasonable order and condition. Rose hereby indemnifies, defends and holds Providence Hospital harmless from and against any and all losses, costs, damages and expenses, including without limitation reasonable attorneys' fees that Providence Hospital may incur pursuant to any imposition by the City of Novi of a lien against the property referenced in the Easement or placement of such property on the delinquent tax roll of the City of Novi due to actions or omissions of Rose.

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

WITNESSES:

PROVIDENCE PARK SENIOR LIVING,
LLC
a Michigan limited liability company

Dawn E. Schultz
(Print Name: Dawn E. Schultz)

Nathan Anderson
(Print Name: Nathan Anderson)

By: Warren Rose
Warren Rose

Its: Manager

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

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

Dawn E. Schultz
Notary Public OAKLAND County, MI
My commission expires: June 26, 2016
Acting in OAKLAND County, MI

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

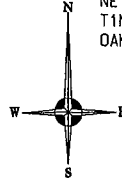
EXHIBIT A
The Property

SKETCH OF DESCRIPTION

EXHIBIT A

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

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



SCALE: 1" = 500'

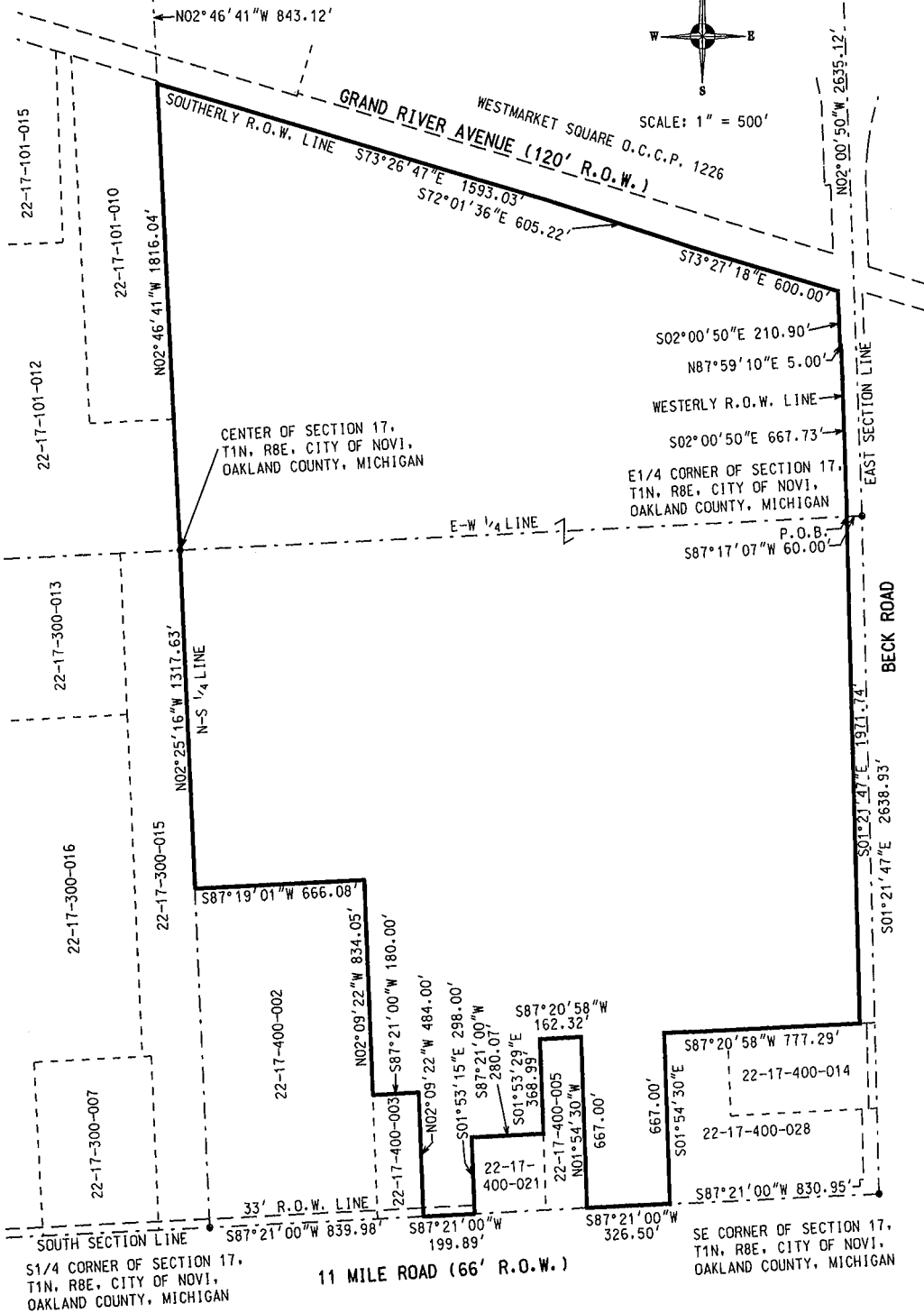
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USER NAME - dhsbert



JOB NO. 20130648	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO. 1
DATE 06-27-14		OF 2

DESCRIPTION OF PROVIDENCE PARK HOSPITAL CAMPUS PROPERTY

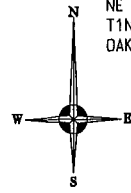
Part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the East $\frac{1}{4}$ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 60.00 feet along the East-West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

EXHIBIT B
The Easement Area

SKETCH OF DESCRIPTION

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

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



SCALE: 1" = 500'

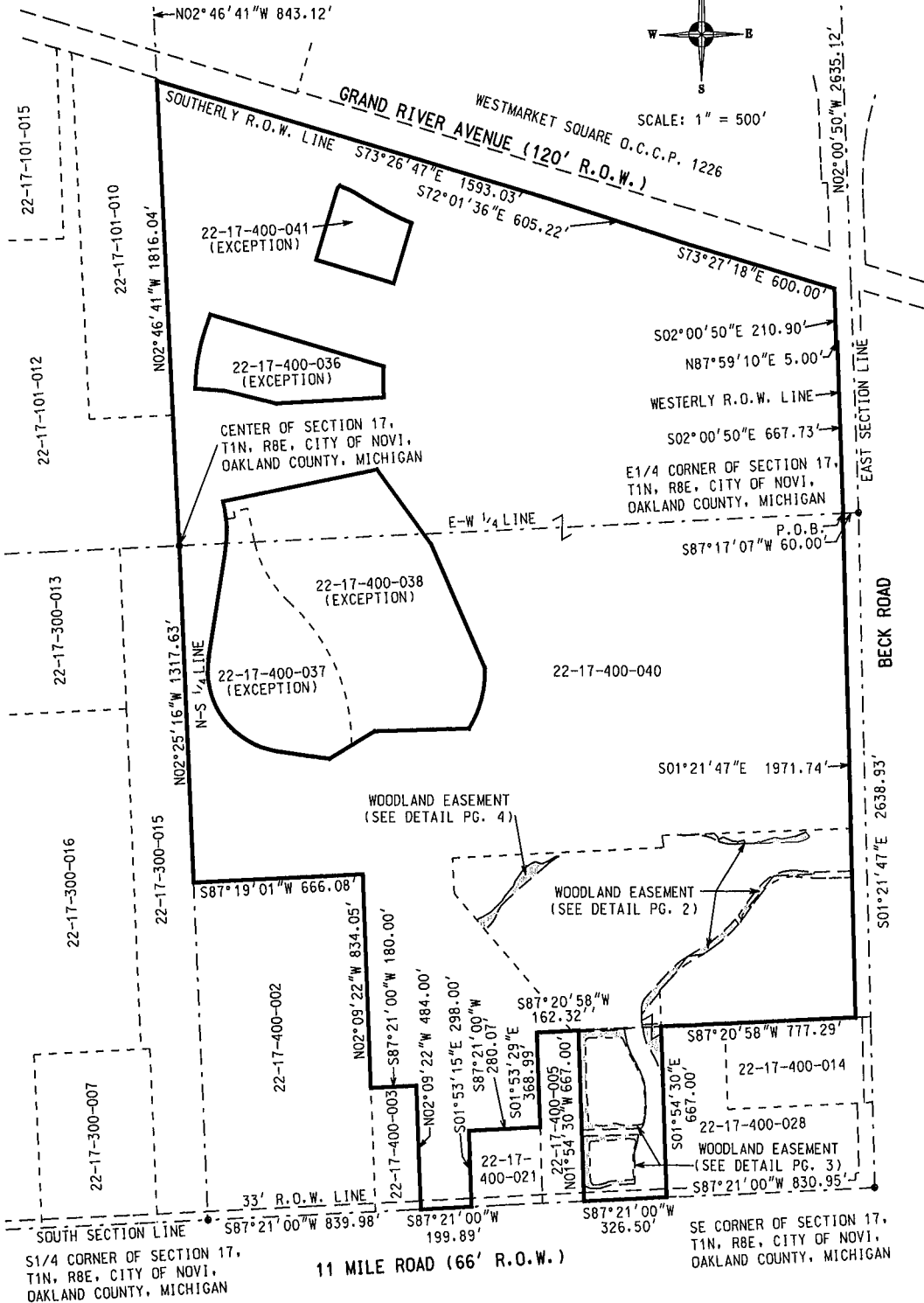
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USER NAME - dthebert



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

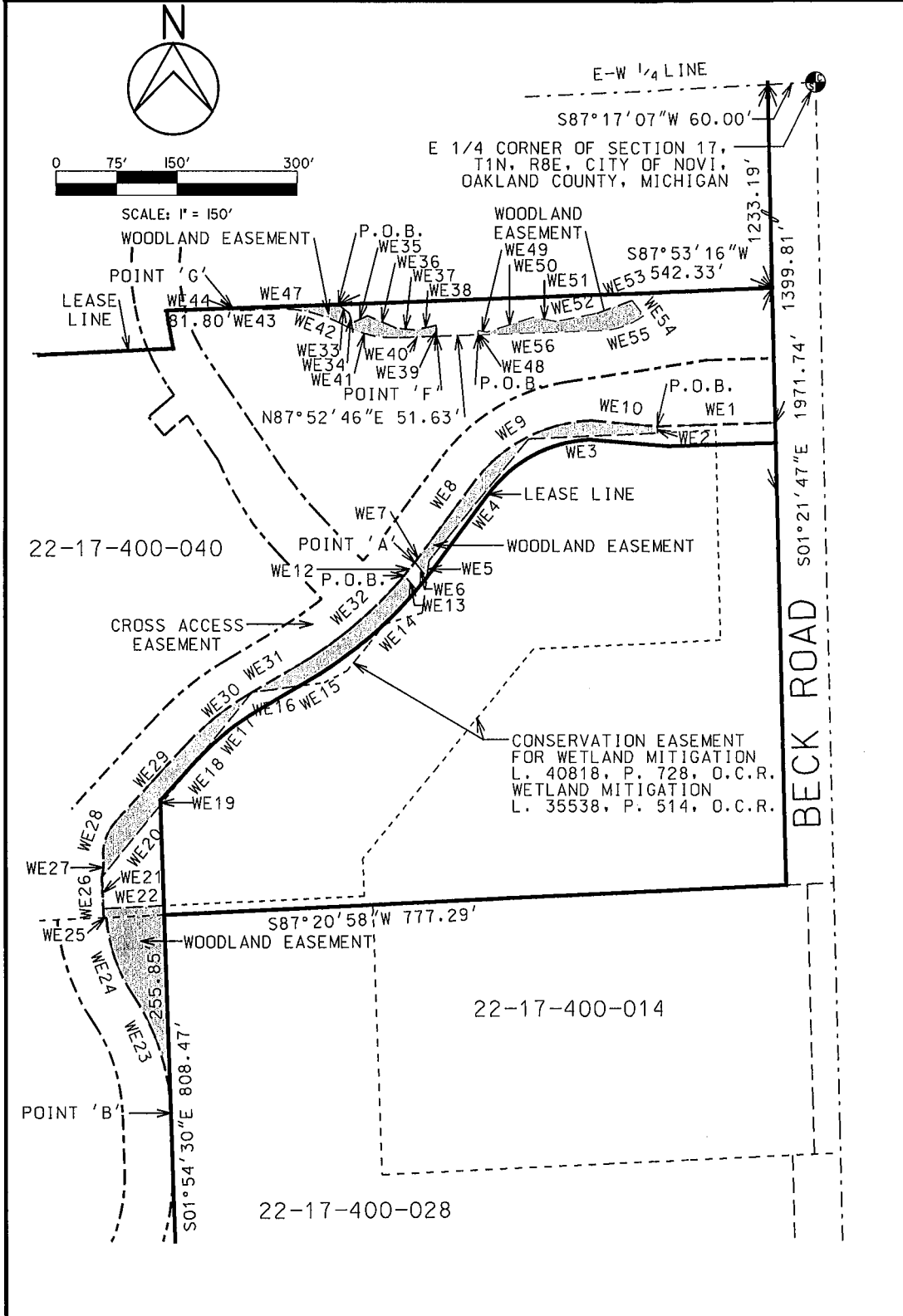
SE CORNER OF SECTION 17,
T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

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

JOB NO. 20130648	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824	SHEET NO. 1
DATE 06-23-15		OF 8	

WOODLAND EASEMENT

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 USER NAME - dhsbert



JOB NO. 20130648	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO. 2
DATE 06-23-15		OF 8

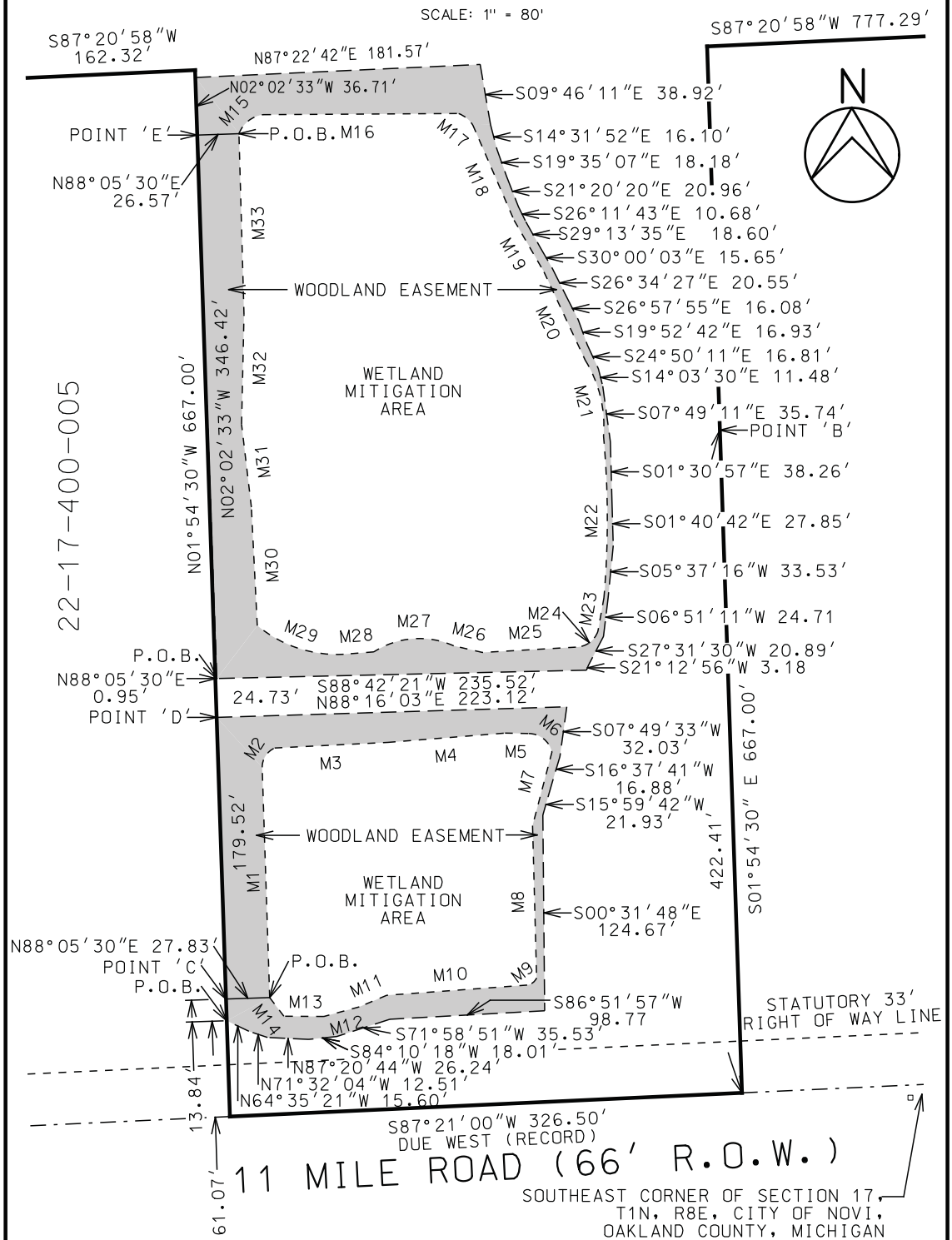
REV. 07-01-15
 REV. 06-26-15

WOODLANDS EASEMENT

22-17-400-040



SCALE: 1" = 80'

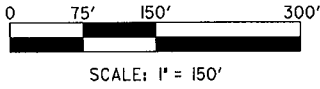
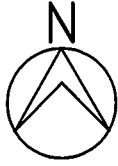


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REVISED DIST. PT. "E"
TO P.O.B. 08/17/2015

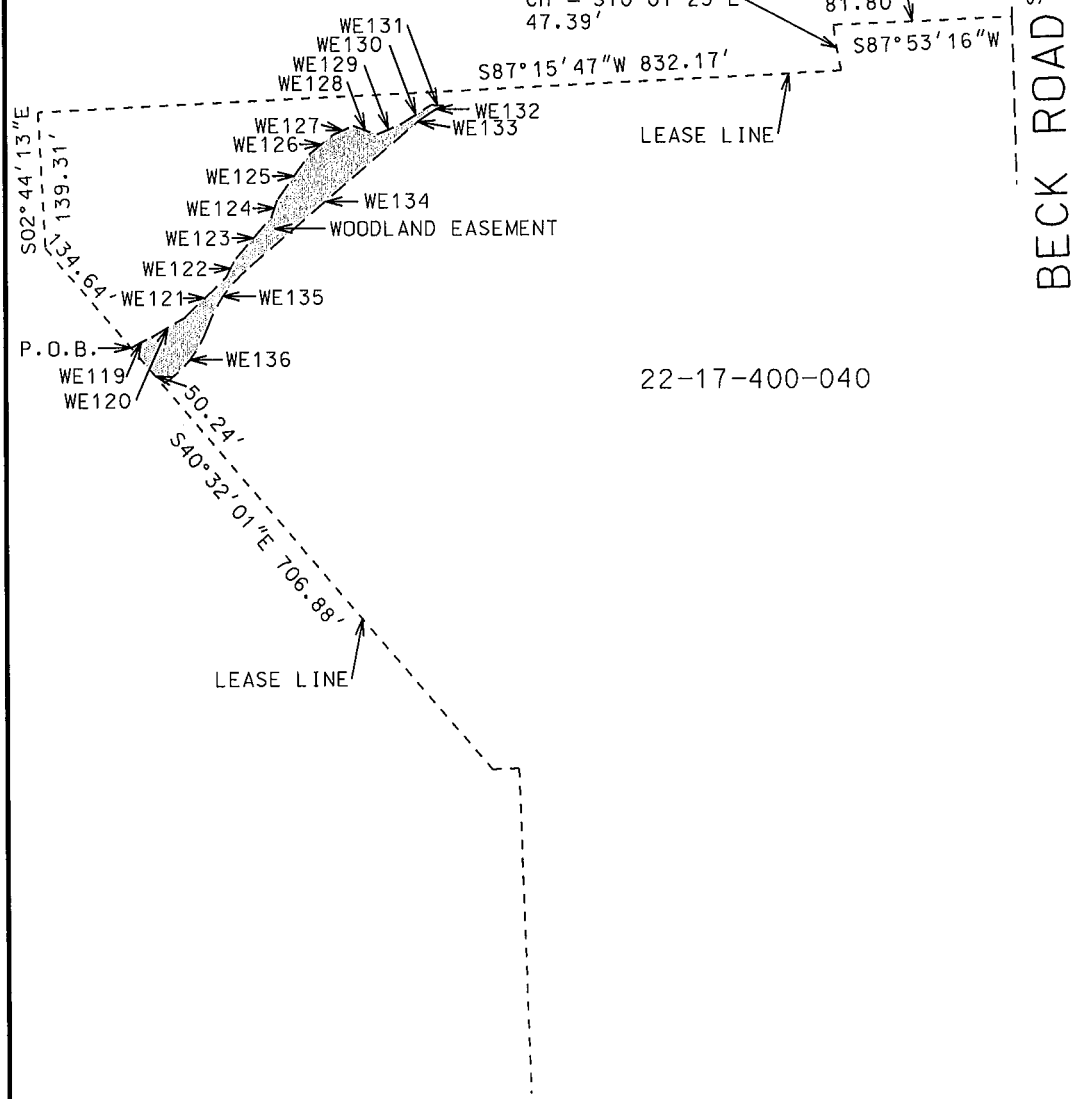
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DATE 07-01-15		OF 8

WOODLAND EASEMENT



TIME -01-JUL-2015 09:42
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 USER NAME - dhesbert

E-W 1/4 LINE
 S87°17'07"W 60.00'
 E 1/4 CORNER OF SECTION 17,
 T1N, R8E, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN
 L = 47.41'
 R = 530.00'
 = 05°07'29"
 CH = S10°01'23"E
 47.39'
 POINT 'G'
 81.80'
 1233.19'
 S01°21'47"E



22-17-400-040

JOB NO. 20130648	HUBBELL, ROTH & CLARK, INC.		SHEET NO. 4
	CONSULTING ENGINEERS		
DATE 06-23-15	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824	OF 8

REV. 07-01-15

COURSE CALL OUT:

WE1 S88°30'39"W 148.88'
 WE2 S02°39'02"E 8.30'
 WE3 S87°20'58"W 161.30'
 WE4 S39°20'58"W 195.00'
 WE5 S07°33'38"W 20.70'
 WE6 N39°17'29"W 23.82'
 WE7 L = 12.73'
 R = 506.75'
 Δ = 01°26'23"
 CH = N37°07'12"E 12.73'
 WE8 N36°24'34"E 109.30'
 WE9 L = 172.05'
 R = 191.25'
 Δ = 51°32'34"
 CH = N62°10'51"E 166.30'
 WE10 S85°05'07"E 82.85'
 WE11 OMITTED
 WE12 L = 20.64'
 R = 506.75'
 Δ = 02°20'03"
 CH = S39°01'20"W 20.64'
 WE13 S39°17'29"E 23.63'
 WE14 L = 176.69'
 R = 530.00'
 Δ = 19°06'02"
 CH = S50°12'01"W 175.87'
 WE15 S 59°45'03"W 10.89'
 WE16 S82°22'05"W 60.07'
 WE17 S39°20'58"W 109.69'
 WE18 S42°42'54"W 66.20'
 WE19 S01°54'30"E 5.89'
 WE20 S39°20'58"W 114.80'
 WE21 S02°39'02"E 39.00'
 WE22 N87°20'58"E 75.21'
 WE23 L = 156.86'
 R = 280.00'
 Δ = 32°05'53"
 CH = N17°57'27"W 154.82'
 WE24 L = 100.49'
 R = 195.00'
 Δ = 29°31'38"
 CH = N19°14'35"W 99.38'
 WE25 S87°20'58"W 3.14'
 WE26 N02°39'02"E 51.04'
 WE27 L = 21.90'
 R = 60.75'
 Δ = 20°39'00"
 CH = N05°03'45"E 21.78'
 WE28 L = 50.45'
 R = 60.25'
 Δ = 47°58'39"
 CH = N18°43'35"E 48.99'
 WE29 N42°42'54"E 126.53'
 WE30 L = 102.06'
 R = 343.25'
 Δ = 17°02'08"
 CH = N51°13'58"E 101.68'
 WE31 N59°45'02"E 71.84'
 WE32 L = 173.06'
 R = 506.75'
 Δ = 19°34'02"
 CH = N49°58'01"E 172.22'
 WE33 S51°40'53"E 17.26'
 WE34 S16°55'10"E 12.49'
 WE35 N65°40'54"E 21.01'
 WE36 S66°49'41"E 38.67'
 WE37 S84°20'52"E 22.76'
 WE38 N77°41'39"E 27.59'
 WE39 S02°07'14"E 13.60'
 WE40 S87°52'46"W 48.66'
 WE41 L = 69.67'
 R = 130.00'
 Δ = 30°42'26"
 CH = N76°46'02"W 68.84
 WE42 L = 85.73'
 R = 160.00'
 Δ = 30°41'55"
 CH = N76°45'47"W 84.70'
 WE43 S87°53'16"W 55.34'
 WE44 N10°59'54"W 3.04'
 WE45 OMITTED
 WE46 OMITTED
 WE47 N87°53'16"E 132.09'
 WE48 N02°07'14"W 4.61'
 WE49 S81°43'09"E 11.17'
 WE50 N72°15'42"E 59.67'
 WE51 S80°02'55"E 29.74'
 WE52 N78°48'44"E 50.98'
 WE53 N69°31'33"E 47.43'
 WE54 S37°25'27"E 23.10'
 WE55 L = 55.45'
 R = 90.00'
 Δ = 35°18'12"
 CH = S70°13'39"W 54.58'
 WE56 S87°52'46"W 154.22'
 WE57 - WE118 OMITTED
 WE119 N63°41'40"E 23.94'
 WE120 N59°30'50"E 39.22'
 WE121 N46°29'00"E 58.74'
 WE122 N28°36'25"E 22.87'
 WE123 N41°05'49"E 56.04'
 WE124 N19°58'21"E 20.17'
 WE125 N35°53'04"E 57.12'
 WE126 N51°19'37"E 29.79'
 WE127 N66°05'33"E 23.72'
 WE128 S69°56'35"E 25.75'
 WE129 N66°57'32"E 26.17'
 WE130 N58°24'36"E 37.41'
 WE131 S87°35'47"E 12.93'
 WE132 L = 17.02'
 R = 115.00'
 Δ = 08°28'51"
 CH = 60°37'42"W 17.01'
 WE133 L = 28.39'
 R = 235.00'
 Δ = 06°55'18"
 CH = S52°55'38"W 28.37'
 WE134 S49°27'59"W 219.91
 WE135 L = 71.50'
 R = 135.00'
 Δ = 30°20'38"
 CH = S34°17'40"W 70.66'
 WE136 L = 76.53'
 R = 115.00'
 Δ = 38°07'43"
 CH = S38°41'17"W 75.12'
 M1 N01°51'54"W 146.76'
 M2 L = 15.47'
 R = 13.52'
 Δ = 65°32'35"
 CH = N32°48'47"E 14.64'
 M3 N87°09'41"E 72.19'
 M4 N85°27'23"E 74.87'
 M5 S88°56'16"E 15.12'
 M6 L = 20.29'
 R = 15.37'
 Δ = 75°38'17"
 CH = S 51°42'47" E 18.85
 M7 S14°44'41"W 48.61'
 M8 S01°31'39"E 97.02'
 M9 L = 7.90'
 R = 7.80'
 Δ = 58°00'23"
 CH = S52°46'28"W 7.56'
 M10 S85°50'35"W 89.67'
 M11 S67°07'06"W 18.98'
 M12 S74°48'16"W 23.38'
 M13 N89°36'46"W 25.49'
 M14 N37°15'49"W 14.92'
 M15 L = 20.67'
 R = 19.08'
 Δ = 62°03'37"
 CH = N51°54'32"E 19.67'
 M16 N89°40'07"E 124.47'
 M17 L = 11.81'
 R = 19.09'
 Δ = 35°26'28"
 CH = S50°52'58"E 11.62'
 M18 S23°25'07"E 66.15'
 M19 S30°03'48"E 38.00'
 M20 S25°02'46"E 62.02'
 M21 L = 50.58'
 R = 79.82'
 Δ = 36°18'28"
 CH = S13°34'28"E 49.74'
 M22 L = 103.04'
 R = 577.30'
 Δ = 10°13'36"
 CH = S00°09'39"E 102.90'
 M23 S10°11'49"W 21.82'
 M24 L = 18.40'
 R = 15.01'
 Δ = 70°15'04"
 CH = S54°11'27"W 17.27'
 M25 S86°43'50"W 59.58'
 M26 N77°00'46"W 18.82'
 M27 L = 53.19'
 R = 53.57'
 Δ = 56°53'24"
 CH = S85°40'07"W 51.03'
 M28 S85°29'07"W 19.32'
 M29 L = 59.32'
 R = 79.25'
 Δ = 42°53'26"
 CH = N 71°37'43"W 57.95'
 M30 N02°50'38"W 75.59'
 M31 N06°45'10"W 53.08'
 M32 N01°15'44"E 69.93'
 M33 N01°36'10"W 115.29'

TIME - 01-JUL-2015 10:09
 FEH TEL - 41-mes87poffroy@blackp
 QUEUE - \vmaple\Survey_Leads\C.BBB TEL - 41-M5878@adn@proctor214
 DESIGN FILE - \V\20130620\20130648\CV13648_wad\minds_log.dgn
 USER NAME - dthebert

JOB NO. 20130648	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO. 5
DATE 06-23-15		OF 8

REV. 07-01-15
 REV. 06-26-15

DESCRIPTION OF WOODLAND EASEMENT

Part of the Southeast $\frac{1}{4}$ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the East $\frac{1}{4}$ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 60.00 feet along the East-West $\frac{1}{4}$ line to the west right of way line of Beck Road (variable right of way) and South 01 degrees 21 minutes 47 seconds East 1,399.81 feet along said right of way line and South 88 Degrees 30 minutes 39 Seconds West 148.88 feet; to the Point of Beginning; thence South 02 Degrees 39 Minutes 02 Seconds East 8.30 feet; thence South 87 Degrees 20 Minutes 58 Seconds West 161.30 feet; thence South 39 Degrees 20 Minutes 58 Seconds West 195.00 feet; thence South 7 Degrees 33 Minutes 38 Seconds West 20.70 feet; thence North 39 Degrees 17 Minutes 29 Seconds West 23.82 feet; to Point 'A'; thence along a curve to the left 12.73 feet said curve having a radius of 506.75 feet; and a chord bearing North 37 Degrees 07 Minutes 12 Seconds East for 12.73 feet; thence North 36 Degrees 24 Minutes 34 Seconds East 109.30 feet; thence along a curve to the right 172.05 feet; to the right, said curve having a radius of 191.25 feet; and a chord bearing North 62 Degrees 10 Minutes 51 Seconds East 166.30 feet; thence South 85 Degrees 05 Minutes 07 Seconds East 82.85 feet to the POINT OF BEGINNING.

Also, Beginning at a distant 20.64 feet along a curve to the right, said curve having a radius of along a curve 506.75 feet and a chord bearing South 39 Degrees 01 Minutes 20 Seconds West 20.64 feet from said Point 'A' to the Point of Beginning; thence South 39 Degrees 17 Minutes 29 Seconds East 23.63 feet; thence along an arc 176.69 feet; to the right, having a radius of 530.00 feet and a chord bearing South 50 Degrees 12 Minutes 01 Seconds West 175.87 feet; thence South 59 Degrees 45 Minutes 03 Seconds West 10.89 feet; thence South 82 Degrees 22 Minutes 05 Seconds West 60.07 feet; thence South 39 Degrees 20 Minutes 58 Seconds West 109.69 feet; thence South 42 Degrees 42 Minutes 54 Seconds West 66.20 feet; thence South 1 Degrees 54 Minutes 30 Seconds East 5.89 feet; thence South 39 Degrees 20 Minutes 58 Seconds West 114.80 feet; thence South 2 Degrees 39 Minutes 02 Seconds East 39.00 feet; thence North 87 Degrees 20 Minutes 58 Seconds East 75.21 feet; thence South 01 Degrees 54 Minutes 30 Seconds East 255.85 feet to Point 'B'; thence along an arc 156.86 feet; to the left, having a radius of 280.00 feet; and a chord bearing North 17 Degrees 57 Minutes 27 Seconds West for 154.82 feet; thence along an arc 100.49 feet; to the right, having a radius of 195.00 feet; and a chord bearing North 19 Degrees 14 Minutes 35 Seconds West for 99.38 feet; thence South 87 Degrees 20 Minutes 58 Seconds West 3.14 feet; thence North 2 Degrees 39 Minutes 02 Seconds West 51.04 feet; thence along an arc 21.90 feet; to the left, having a radius of 60.75 feet; and a chord bearing North 5 Degrees 03 Minutes 45 Seconds East for 21.78 feet; thence along an arc 50.45 feet; to the right, having a radius of 60.25 feet and a chord bearing North 18 Degrees 43 Minutes 35 Seconds East for 48.99 feet thence North 42 Degrees 42 Minutes 54 Seconds East 126.53 feet; thence along an arc 102.06 feet; to the right, having a radius of 343.25 feet and a chord bearing North 51 Degrees 13 Minutes 58 Seconds East for 101.68 feet thence North 59 Degrees 45 Minutes 02 Seconds East 71.84 feet; thence along an arc 173.06 feet; to the left, having a radius of 506.75 feet and a chord bearing North 49 Degrees 58 Minutes 01 Seconds East for 172.22 feet to the POINT OF BEGINNING.

Also, Beginning at a point distant South 01 Degrees 54 Minutes 30 Seconds East 422.41 feet and to the South line of said Section 17 and centerline of Eleven Mile Road (33 foot right of way); thence South 87 Degrees 21 Minutes 00 Seconds West 326.50 feet along said South line and centerline; thence North 01 degrees 54 minutes 30 seconds West 61.07 feet from said Point 'B' to the Point of Beginning; thence North 01 Degrees 54 Minutes 30 Seconds West 13.84 feet to Point 'C'; thence continuing North 01 Degrees 54 Minutes 30 Seconds West 179.52 feet to Point 'D'; thence North 88 Degrees 16 Minutes 03 Seconds East 223.12 feet; thence South 07 Degrees 49 Minutes 33 Seconds West 32.03 feet; thence South 16 Degrees 37 Minutes 41 Seconds West 16.88 feet; thence South 15 Degrees 59 Minutes 42 Seconds West 21.93 feet; thence South 00 Degrees 31 Minutes 48 Seconds East 124.67 feet; thence South 86 Degrees 51 Minutes 57 Seconds West 98.77 feet; thence South 71 Degrees 58 Minutes 51 Seconds West 35.53 feet; thence South 84 Degrees 10 Minutes 18 Seconds West 18.01 feet; thence North 87 Degrees 20 Minutes 44 Seconds West 26.24 feet; thence North 71 Degrees 32 Minutes 04 Seconds West 12.51 feet; thence North 64 Degrees 35 Minutes 21 Seconds West 15.60 feet to the POINT OF BEGINNING. Except, Beginning at a point distant North 88 Degree 05 Minutes 30 Seconds East 27.83 feet from said Point 'C' to the Point of Beginning; thence North 01 Degrees 51 Minutes 54 Seconds West 146.76 feet; thence along a curve to the right 15.47 feet, said curve having a radius of 13.52 feet, a chord bearing North 32 Degrees 48 Minutes 47 Seconds East for 14.64 feet; thence North 87 Degrees 09 Minutes 41 Seconds East 72.19 feet;

thence North 85 Degrees 27 Minutes 23 Seconds East 74.87 feet; thence South 88 Degrees 56 Minutes 16 Seconds East 15.12 feet; thence along a curve to the right 20.29 feet, said curve having a radius of 15.37 feet, a chord bearing South 51 Degrees 42 Minutes 47 Seconds East 18.85 feet; thence South 14 Degrees 44 Minutes 41 Seconds West 48.61 feet; thence South 01 Degrees 31 Minutes 39 Seconds East 97.02 feet; thence along a curve to the right 7.90 feet, said curve having a radius of 7.80 feet, and a chord bearing South 52 Degrees 46 Minutes 28 Seconds West 7.56 feet; thence South 85 Degrees 50 Minutes 35 Seconds West 89.67 feet; thence South 67 Degrees 07 Minutes 06 Seconds West 18.98 feet; thence South 74 Degrees 48 Minutes 16 Seconds West 23.38 feet; thence North 89 Degrees 36 Minutes 46 Seconds West 25.49 feet; thence North 37 Degrees 15 Minutes 49 Seconds West 14.92 feet to the POINT OF BEGINNING.

Also, Beginning at point distant North 01 Degrees 54 Minutes 30 Seconds West 24.73 feet and North 88 Degrees 05 Minutes 30 Seconds East 0.95 feet from said Point 'D' to the Point of Beginning; thence North 02 Degrees 02 Minutes 33 Seconds West 346.42 feet to Point 'E'; thence continuing North 02 Degrees 02 Minutes 33 Seconds West 36.71 feet; thence North 87 Degrees 22 Minutes 42 Seconds East 181.57 feet; thence South 09 Degrees 46 Minutes 11 Seconds East 38.92 feet; thence South 14 Degrees 31 Minutes 52 Seconds East 16.10 feet; thence South 19 Degrees 35 Minutes 07 Seconds East 18.18 feet; thence South 21 Degrees 20 Minutes 20 Seconds East 20.96 feet; thence South 26 Degrees 11 Minutes 43 Seconds East 10.68 feet; thence South 29 Degrees 13 Minutes 35 Seconds East 18.60 feet; thence South 30 Degrees 00 Minutes 03 Seconds East 15.65 feet; thence South 26 Degrees 34 Minutes 27 Seconds East 20.55 feet; thence South 26 Degrees 57 Minutes 55 Seconds East 16.08 feet; thence South 19 Degrees 52 Minutes 42 Seconds East 16.93 feet; thence South 24 Degrees 50 Minutes 11 Seconds East 16.81 feet; thence South 14 Degrees 03 Minutes 30 Seconds East 11.48 feet; thence South 07 Degrees 49 Minutes 11 Seconds East 35.74 feet; thence South 01 Degrees 30 Minutes 57 Seconds East 38.26 feet; thence South 01 Degrees 40 Minutes 42 Seconds East 27.85 feet; thence South 05 Degrees 37 Minutes 16 Seconds West 33.53 feet; thence South 06 Degrees 51 Minutes 11 Seconds West 24.71 feet; thence South 27 Degrees 31 Minutes 30 Seconds West 20.89 feet; thence South 21 Degrees 12 Minutes 56 Seconds West 3.18 feet; thence South 88 Degrees 42 Minutes 21 Seconds West 235.52 feet to the POINT OF BEGINNING. Except, Beginning at a point distant North 88 Degrees 05 Minutes 30 Seconds East 26.57 feet from said Point 'E' to the Point of Beginning; thence along curve to the right 20.67 feet, said curve radius of 19.08 feet, and a chord bearing North 51 Degrees 54 Minutes 32 Seconds East 19.67 feet; thence North 89 Degrees 40 Minutes 07 Seconds East 124.47 feet; thence along a curve to the right 11.81 feet to the right, having a radius of 19.09 feet, and a chord bearing South 50 Degrees 52 Minutes 58 Seconds East 11.62 feet; thence South 23 Degrees 25 Minutes 07 Seconds East 66.15 feet; thence South 30 Degrees 03 Minutes 48 Seconds East 38.00 feet; thence South 25 Degrees 02 Minutes 46 Seconds East 62.02 feet; thence along a curve to the right 50.58 feet, having a radius of 79.82 feet, and a chord bearing South 13 Degrees 34 Minutes 28 Seconds East 49.74 feet; thence along a curve to the right 103.04 feet, having a radius of 577.30 feet, and a chord bearing South 00 Degrees 09 Minutes 39 Seconds East 102.90 feet; thence South 10 Degrees 11 Minutes 49 Seconds West 21.82 feet; thence along a curve to the right 18.40 feet, having a radius of 15.01 feet, and a chord bearing South 54 Degrees 11 Minutes 27 Seconds West 17.27 feet; thence South 86 Degrees 43 Minutes 50 Seconds West 59.58 feet; thence North 77 Degrees 00 Minutes 46 Seconds West 18.82 feet; thence along a curve the left 53.19 feet, having a radius of 53.57 feet, and a chord bearing South 85 Degrees 40 Minutes 07 Seconds West 51.03 feet; thence South 85 Degrees 29 Minutes 07 Seconds West 19.32 feet; thence along a curve to the right 59.32 feet, having a radius of 79.25 feet, and a chord bearing North 71 Degrees 37 Minutes 43 Seconds West 57.95 feet; thence North 02 Degrees 50 Minutes 38 Seconds West 75.59 feet; thence North 06 Degrees 45 Minutes 10 Seconds West 53.08 feet; North 01 Degrees 15 Minutes 44 Seconds E 69.93 feet thence North 01 Degrees 36 Minutes 10 Seconds West 115.29 feet to the POINT OF BEGINNING.

Also, Part of the Southeast $\frac{1}{4}$ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the East $\frac{1}{4}$ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 60.00 feet along the East-West $\frac{1}{4}$ line to the west right of way line of Beck Road (variable right of way) and South 01 degrees 21 minutes 47 seconds East 1,233.19 feet along said right of way line and South 87 Degrees 53 Minutes 16 Seconds West 542.33 feet to the Point of Beginning; thence South 51 Degrees 40 Minutes 53 Seconds East 17.26 feet; thence South 16 Degrees 55 Minutes 10 Seconds East 12.49 feet; thence North 65 Degrees 40 Minutes 54 Seconds East 21.01 feet; thence South 66 Degrees 49 Minutes 41 Seconds East 38.67 feet; thence South 84 Degrees 20 Minutes 52 Seconds East 22.76 feet; thence North 77 Degrees 41 Minutes 39 Seconds East 27.59 feet; thence South 2 Degrees 07 Minutes 14 Seconds East 13.60

feet to Point 'F'; thence South 87 Degrees 52 Minutes 46 Seconds West 48.66 feet; thence along a curve to the right 69.67 feet, said curve having a radius of radius of 130.00 feet and a chord bearing North 76 Degrees 46 Minutes 02 Seconds West for 68.84 feet; thence along a curve to the left 85.73 feet, said curve having a radius of 160.00 feet and a chord bearing North 76 Degrees 45 Minutes 47 Seconds West for 84.70 feet; thence South 87 Degrees 53 Minutes 16 Seconds West 55.34 feet; thence North 10 Degrees 59 Minutes 54 Seconds West 3.04 feet to Point 'G'; thence North 87 Degrees 53 Minutes 16 Seconds East 132.09 feet to the POINT OF BEGINNING.

Also Beginning at a point distant North 87 Degrees 52 Minutes 46 Seconds East 51.63 feet from said Point 'F' to the Point of Beginning; thence North 02 Degrees 07 Minutes 14 Seconds West 4.61 feet; thence South 81 Degrees 43 Minutes 09 Seconds East 11.17 feet; thence North 72 Degrees 15 Minutes 42 Seconds East 59.67 feet; thence South 80 Degrees 02 Minutes 55 Seconds East 29.74 feet; thence North 78 Degrees 48 Minutes 44 Seconds East 50.98 feet; thence North 69 Degrees 31 Minutes 33 Seconds East 47.43 feet; thence South 37 Degrees 25 Minutes 27 Seconds East 23.10 feet; thence along a curve to the right 55.45 feet, having a radius of 90.00 feet and a chord bearing South 70 Degrees 13 Minutes 39 Seconds West 54.58 feet; thence South 87 Degrees 52 Minutes 46 Seconds West 154.22 feet to POINT OF BEGINNING.

Also, Beginning at a point distant South 87 Degrees 53 Minutes 16 Seconds West 81.80 feet and along a curve to the left 47.41 feet, said curve having a radius of 530.00 feet and a chord bearing South 10 degrees 01 minutes 23 seconds East 47.39 feet and South 87 degrees 15 minutes 47 seconds West 832.17 feet and South 02 degrees 44 minutes 13 seconds East 139.11 feet and South 40 degrees 32 minutes 01 seconds East 134.64 feet from said Point 'G' to the POINT OF BEGINNING; thence North 63 Degrees 41 Minutes 40 Seconds East 23.94 feet; thence North 59 Degrees 30 Minutes 50 Seconds East 39.22 feet; thence North 46 Degrees 29 Minutes 00 Seconds East 58.74 feet; thence North 28 Degrees 36 Minutes 25 Seconds East 22.87 feet; thence North 41 Degrees 05 Minutes 49 Seconds East 56.04 feet; thence North 19 Degrees 58 Minutes 21 Seconds East 20.17 feet; thence North 35 Degrees 53 Minutes 04 Seconds East 57.12 feet; thence North 51 Degrees 19 Minutes 37 Seconds East 29.79 feet; thence North 66 Degrees 05 Minutes 33 Seconds East 23.72 feet; thence South 69 Degrees 56 Minutes 35 Seconds East 25.75 feet; thence North 66 Degrees 57 Minutes 32 Seconds East 26.17 feet; thence North 58 Degrees 24 Minutes 36 Seconds East 37.41 feet; thence South 87 Degrees 35 Minutes 47 Seconds East 12.93 feet; thence along a curve to the left 17.02 feet, said curve having a radius of 115.00 feet and a chord bearing South 60 Degrees 37 Minutes 42 Seconds West 17.01 feet; thence along a curve to the left 28.39 feet, said curve a having a radius of 235.00 feet and a chord bearing South 52 Degrees 55 Minutes 38 Seconds West 28.37 feet; thence South 49 Degrees 27 Minutes 59 Seconds West 219.91 feet; thence along a curve to the left 71.50 feet, said curve having a radius of 135.00 feet and a chord bearing South 34 Degrees 17 Minutes 40 Seconds West 70.66 feet; thence along a curve to the right 76.53 feet, said curve having a radius of 115.00 feet and a chord bearing South 38 Degrees 41 Minutes 17 Seconds West 75.12 feet; thence North 40 Degrees 32 Minutes 01 Seconds West 50.24 feet to the POINT OF BEGINNING.

Said description contains 74,957 square feet, 1.72 acres, more or less.