CITY of NOVI CITY COUNCIL
Agenda Item I February 11, 2013
cityofnovi.org
SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Pulte Group for Liberty Park-Single Family Phase 3 development located west of 12 Mile Road and west of Dixon Road.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division $\overline{B T C}$
CITY MANAGER APPROVAL:

## BACKGROUND INFORMATION:

The Pulte Group requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the Liberty Park Single-Family Phase 3 project development, located north of Twelve Mile Road and west of Dixon Road, as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the Homeowner's 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 development, the developer has provided a Storm Drainage Facility Maintenance Easement Agreement for the on-site sedimentation chambers and other onsite storm water facilities in Liberty Park Subdivision Single Family Phase 3.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's January 29, 2013 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Pulte Group for Liberty Park-Single Family Phase 3 development located west of 12 Mile Road and west of Dixon Road.

|  | $\mathbf{1}$ | $\mathbf{2}$ | Y | N |
| :--- | :--- | :--- | :--- | :--- |
| Mayor Gatt |  |  |  |  |
| Mayor Pro Tem Staudt |  |  |  |  |
| Council Member Casey |  |  |  |  |
| Council Member Fischer |  |  |  |  |


|  | $\mathbf{1}$ | $\mathbf{2}$ | Y | N |
| :--- | :--- | :--- | :--- | :--- |
| Council Member Margolis |  |  |  |  |
| Council Member Mutch |  |  |  |  |
| Council Member Wrobel |  |  |  |  |



Map Author: Aaron J. Staup
Date: January 31, 2013
Project: Liberty Park Phase 3
Vision 1.1
Storm Drainage Facility
Maintenance Easement
Agreement
map mitrepetanow nonc:







Map Legend
Road Classification $\square$ Novi Tax Parcel BSA -Major Streets Novi 2010 Aerial Photograph - Minor Streets RGB

## City of Novi



Eartment of Public Services
26300 Delwal Drive Novi. MI 48375 cityofnovi.org

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 Phase III - SP04-66A
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 Liberty Park Phase III. The Agreement is in the City's standard format and has been executed by Pulte Homes on behalf of itself and the Homeowners Association. The exhibits have been reviewed and approved by the City's consulting engineer. The Storm Drainage Facility Maintenance Easement 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.

## EKS



Enclosures
C: Maryanne Cornelius, Clerk (w/ 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)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)

Page 2

> Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
> David Beschke, Landscape Architect (w/Enclosures)
> Crystal Sapp and Ted Meadows, Spalding DeDecker (w/Enclosures)
> Sue Troutman, City Clerk's Office (w/Enclosures)
> Erik Prater, Esq (w/Enclosures)
> Brian Newcomb, Pulte Homes (w/Enclosures)
> Tom Brodoski, Atwell Hicks (w/Enclosures)
> Thomas R. Schultz, Esquire (w/Enclosures)
$\qquad$

## STORM DRAINAGE FACILITY MAINTENANCEEASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this $16^{\text {ti. }}$ day of IANONRY, 2013, by and between Pulte Group, a Michigan corporation, whose address is 24303 Bridgewater Court, Brownstown, MI 48134 (hereinafter the "Developer"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, Ml 48375 (hereinafter the "City").

## RECITATIONS:

A. Developer is the owner and developer of a certain parcel of land situated in Section 10 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A (the "Property"). Developer has received final site plan approval for construction of a single family development on the Property.
B. The Liberty Park Single-Family Phase 3 Development, shall contain certain storm water treatment facilities, including but not limited to, a Vortechnics Stormwater Treatment System(s), for the 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 until the transition of control as defined in the Master Deed for the Townes at Liberty Park Condominiums recorded at Liber 34795 Page 182 Oakland County Condominium Subdivision Plan, and the Association thereafter shall, at its own expense, perpetually preserve, maintain, and repair all storm water treatment 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 B.

In the event that the Developer or the Association 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 storm water treatment facilities in reasonable order and condition, the City may serve
written notice upon the Developer and/or the Association 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 and/or the Association 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 C and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the Vortechnics Stormwater Treatment Systems within the Vortechnics Easement Area described and depicted in Exhibit D, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five ( $25 \%$ ) percent of the total of all such costs and expenses incurred, shall be paid by Developer and/or the Association within thirty ( 30 ) days of a billing to the Developer and/or the Association. All unpaid amounts may be placed on the delinquent tax roll of the City pro rated to the units in the condominium, 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/or the Association, and, in such event, the Developer and/or the Association 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 execufed this Agreement as of the day and year first above set forth.


Its:
Vpat Coustruction op?

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STATE OF MICHIGAN )
                                    )ss.
COUNTYOFOAKLAND )
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The foregoing instrument was acknowledged before me this 16 th day of January, 2013. by Stepilen itweod __, as the VP ot Ponstruction of Putte gootup.


CITY OFNOV
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN )

COUNTYOFOAKLAND )
The foregoing instrument was acknowledged before me on this $\qquad$ day of
$\qquad$ 201 $\qquad$ , by, $\qquad$ , on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: $\qquad$

 Johnson, Rosati, Schultz \& Joppich, P.C. 34405 West Twelve Mile Road, Suite 200 Farmington Hills, Ml 48331-5627

And when recorded return to:
Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375

## EXHIBTT "A"

Commencing at the South $1 / 4$ corner of Section 10, TIN, R8E, City of Novi, Oakland County, Michigan; thence $\mathrm{N} 02^{\circ} 52^{\prime} 5 \mathrm{I}^{\prime \prime} \mathrm{W} 100.00$ feet along the North-South $1 / 4$ line of said Section 10 ; thence $\mathrm{S} 86^{\circ} 55^{\prime \prime} 25^{\prime \prime} \mathrm{W}$ 43.00 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width); thence N02 ${ }^{\circ}$ $52 ' 51$ "W 1202.49 feet along the Westerly right-of-way line of Dixon Road ( 43 foot Half Width) for a PLACE OF BEGINNING; thence $S 87^{\circ} 10^{\prime} 53^{\prime \prime} \mathrm{W} 157.85$ feet; thence $\mathrm{N} 07^{\circ} 04^{\prime} 10^{\prime \prime} \mathrm{W} 141.73$ feet; thence N $64^{\circ} 00^{\prime} 20^{\prime \prime} \mathrm{W} 84.92$ feet; thence S $79^{\circ} 56^{\prime} 28^{\prime \prime} \mathrm{W} 93.47$ feet; thence $\mathrm{S} 27^{\circ} 12^{\prime} 51^{\prime \prime} \mathrm{W} 129.32$ feet; thence $\mathrm{S} 78^{\circ}$ $1728^{\prime \prime} \mathrm{W} 122.77$ feet; thence $\mathrm{N} 53^{\circ} 53^{\prime} 22^{\prime \prime} \mathrm{W} 120.46$ feet; thence $\mathrm{N} 68^{\circ} 40^{\prime} 30^{\prime \prime} \mathrm{W} 60.03$ feet; thence N $17^{\circ}$ $41^{\prime} 08^{\prime \prime} \mathrm{E} 60.52$ feet; thence $\mathrm{N} 47^{\circ} 32^{\prime} 09^{\prime \prime} \mathrm{W} 74.35$ feet; thence $\mathrm{N} 21^{\circ} 20^{\prime} 11^{\prime \prime} \mathrm{W} 31.63$ feet; thence $\mathrm{N} 68^{\circ} 39^{\prime} 49^{\prime \prime} \mathrm{E}$ 21.70 feet; thence $\mathrm{N} 23^{\circ} 28^{\prime} 15^{\prime \prime} \mathrm{E} 53.99$ feet; thence $\mathrm{N} 12^{\circ} 08^{\prime} 44^{\prime \prime} \mathrm{W} 47.61$ feet; thence $\mathrm{N} 78^{\circ} 41^{\prime} 53^{\prime \prime} \mathrm{W} 51.08$ feet; thence $\mathrm{N} 30^{\circ} 56^{\circ} 01^{\prime \prime} \mathrm{W} 119.85$ feet; thence $\mathrm{N} 30^{\circ} 58^{\circ} 56^{\prime \prime} \mathrm{E} 26.27$ feet; thence $\mathrm{S} 84^{\circ} 255^{\prime} 55^{\prime \prime} \mathrm{E} 103.16$ feet; thence $\mathrm{N} 61^{\circ} 37^{\prime} 39^{\prime \prime} \mathrm{E} 89.94$ feet; thence $\mathrm{N} 14^{\circ} 40^{\circ} 01^{\prime \prime} \mathrm{E} 33.63$ feet; thence $\mathrm{N} 28^{\circ} 32^{\prime} 28^{\prime \prime} \mathrm{W} 141.49$ feet; thence N14 $02^{\circ} 46^{\prime \prime} \mathrm{E} 127.95$ feet; thence N19 ${ }^{\circ} 38^{\prime} 58^{\prime \prime} \mathrm{W} 78.69$ feet; thence $\mathrm{N} 32^{\circ} 33^{\prime} 24^{\prime \prime} \mathrm{W} 89.09$ feet; thence N03 ${ }^{\circ}$ $26^{\prime} 13^{\prime \prime} \mathrm{E} 54.31$ feet; thence $\mathrm{N} 87^{\circ} 26^{\prime} 21^{\prime \prime} \mathrm{E} 656.72$ feet; thence $\mathrm{S} 02^{\circ} 52^{\prime} 51^{\prime \prime} \mathrm{E} 1031.07$ fect to the Place of Beginning, being a part of the Southwest $1 / 4$ of said Section 10, containing 14.21 acres of land, more or less. EXCEPTING THEREFROM the following described portion of Proposed Liberty Park Road Right-of Way: Commencing at the South $1 / 4$ corner of Section 10, TIN, R8E, City of Novi, Oakland County, Michigan; thence N02 ${ }^{\circ} 52^{\prime} 51^{\prime \prime}$ W 100.00 feet along the North-South $1 / 4$ line of said Section 10 ; thence S $86^{\circ} 55^{\prime} 25^{\prime \prime} \mathrm{W} 43.00$ feet along the Northerly right-of-way line of said Twelve Mile Road (Variable Width); thence N02 ${ }^{\circ} 52^{\prime} 51^{\prime \prime}$ W 1715.44 feet along the Westerly right-of-way line of said Dixon Road ( 43 foot Half Width) for a PLACE OF BEGINNING; thence along the Southerly right-of-way line of Proposed Liberty Park Road (Variable Width) the following six courses: S86 $22^{\prime} 39^{\prime \prime} \mathrm{W} 79.15$ feet, 239.70 feet along the arc of a 670.00 foot radius circular curve to the left, having a chord which bears $\$ 76^{\circ} 07^{\prime} 32^{\prime \prime} \mathrm{W} 238.42$ feet, $\mathrm{N} 24^{\circ} 077^{\prime 2} 25^{\prime \prime} \mathrm{W} 15.00$ feet, 220.66 feet along the arc or a 685.00 foot radius non-tangential circular curve to the left, having a chord which bears $\$ 56^{\circ} 38^{\prime} 53^{\prime \prime} \mathrm{W} 219.71$ feet, $\mathrm{S}^{\prime} 7^{\circ} 25^{\prime} 10^{\prime \prime} \mathrm{W} 87.93$ feet, and 136.28 feet along the arc of a 585.00 foot radius circular curve to the right, having a chord which bears $\mathrm{S} 54^{\circ}$ $05^{\prime} 35^{\prime \prime}$ W 135.97 feet; thence $\mathrm{N} 47^{\circ} 32^{\prime} 09^{\prime \prime} \mathrm{W} 15.93$ feet; thence $\mathrm{N} 21^{\circ} 20^{\prime} 11^{\prime \prime} \mathrm{W} 31.63$ feet; thence $\mathrm{N} 68^{\circ}$ $39^{\prime} 49^{\prime \prime} \mathrm{E} 21.70$ feet; thence $\mathrm{N} 23^{\circ} 28^{\prime} 15^{\prime \prime} \mathrm{E} 49.59$ feet; thence along the Northerly right-of-way line of said Liberty Park Road the following six courses: 59.55 feet along the arc of a 515.00 foot radius nontangential circular curve to the left, having a chord which bears $\mathrm{N} 50^{\circ} 43^{\prime} 55^{\prime \prime} \mathrm{E} 59.51$ feet, $\mathrm{N} 47^{\circ} 25^{\prime} 10^{\prime \prime} \mathrm{E}$ 87.93 feet, 243.21 feet along the arc of a 755.00 foot radius circular curve to the right, having a chord which bears $\mathrm{N} 56^{\circ} 38^{\prime} 53^{\prime \prime} \mathrm{E} 242.16$ feet, $\mathrm{N} 24^{\circ} 07^{\prime} 25^{\prime \prime} \mathrm{W} 15.00$ feet, 275.48 feet along the arc of a 770.00 foot radius non-tangential circular curve to the right, having a chord which bears $\mathrm{N} 76^{\circ} 077^{\prime \prime} 32^{\prime \prime} \mathrm{E} 274.01$ feet, and $\mathrm{N} 86^{\circ} 22^{\prime 2} 29^{\prime \prime} \mathrm{E} 80.45$ feet; thence $\mathrm{S} 02^{\circ} 52^{\prime} 51^{\prime \prime} \mathrm{E} 100.01$ feet along said Westerly right-of-way line of said Dixon Road to the Place of Beginning, being a part of the Southwest $1 / 4$ of said Section 10.

## Exhibit B

## Liberty Park Single-Family Phase 3

## Schedule of Maintenance



Note: The Owner and/or Association shall maintoin a log of all inspection and maintenonce activities and make the log ovailable to city personnel as needed,


## ExHIEIT C

OESCRIPTION OF A 15.00 FOOT WDE ACCESS EASEMENT LOCATED IN THE SOUTHWEST $1 / 4$ OF SECTION 10 , TIN, RBE. CITY OF NOM, OAKLAND COUNTY, MICHIGAN

Commencing of the South $1 / 4$ comer of Section 10, TiN. R8E, City of Novi, Cakland County, Mlchigon: thence N02'52'51"w 100.00 feet along the North-South $1 / 4$ line of Section 10 and the centerline of Dixon Road ( 43.00 foot Holf Width); thence $586^{\circ} 55^{\prime} 25^{\prime \prime} \mathrm{W} 43,00$ feat along tha Northerly right-of-woy line of Tweiva Milla Rood (Varioble Width); thence NO2.52'51"W 1202.50 feet along the Westerly right-of-wdy line of seid Dixon Road; thence $587^{\prime} 10^{\prime} 53^{\circ} \mathrm{W} 157.85$ feet; thence N07 $04^{\prime} 10^{\circ} \mathrm{W} 141.73$ feet; thence $\mathrm{N} 64^{\circ} 00^{\prime} 20^{\prime \prime} \mathrm{w} 84.92$ feet; thence $579^{\prime} 58^{\prime} 28^{\prime \prime} \mathrm{W}$ 93.47 feet: thence $527^{\prime} 12^{\prime} 51^{\prime \prime} \mathrm{W} 129.32$ feut; thence $578^{\prime} 17^{\prime} 28^{\circ} \mathrm{W} 122.77$ feet; thence $N 53^{\prime} 53^{\prime} 22^{\prime \prime} \mathrm{W}$ I 120.46 feet;


 Beginning.

| LINE TAELE |  |  |
| :---: | :---: | :---: |
| LINE | BEARING | LENGTH |
| L1 | S87 $100^{\circ} 53^{\prime \prime} \mathrm{W}$ | 157.85 |
| L2 | N07* ${ }^{\prime}{ }^{\prime} 10^{\prime \prime} \mathrm{W}$ | 141.73 |
| 13 | N64'00'20'W | 84.92 |
| 14 | S79 $56^{\circ} 28^{\prime \prime} \mathrm{W}$ | 93.47 |
| L. 5 | S27712 $51{ }^{\prime \prime} \mathrm{W}$ | 129.32 |
| L6 | S78**7 ${ }^{\circ} 28^{\prime \prime} \mathrm{W}$ | 122.77 |
| L7 | N53'53'22"W | 120.46 |
| 18 | N68 ${ }^{\circ} 40^{\prime} 30^{\circ} \mathrm{W}$ | 60.03 |
| L9 | N17*4'08"E | 60.52 |
| L10 | N47'32'09"W | 58.42 |
| L11 | S47*32 ${ }^{\circ}{ }^{\prime \prime}{ }^{-1} \mathrm{E}$ | 79.89 |
| L12 | S $477^{\prime 2} 26^{\circ} 21^{\circ} \mathrm{W}$ | 15.06 |
| 113 | $\mathrm{N} 47^{\circ} 32^{\circ} \mathrm{O} 0^{\prime \prime} \mathrm{W}$ | 24.91 |


| CURVE TABLE |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CURVE | LENGTH | RADIUS | CHD, BEARING | CHORD | DELTA |  |
| C1 | $15.73^{\prime}$ | $585.00^{\circ}$ | N $59^{\prime} 59^{\prime} 47^{\prime} \mathrm{E}$ | $15.73^{\prime}$ | $132^{\prime} 27^{*}$ |  |




EXHIBIT D
OESCRIPTION OF A VORTECHNICS EASEMENT AREA I LOCATEO IN THE SOUTHWEST $1 / 4$ OF SECTION 10 , TIN, RAE, CITY OF NOV, OAKLAND COUNTY, MICHIGAN

Commencing of the Seuth $1 / 4$ corner of Section 10, TiN. R8E. City of Novi, Ooklond County, Mlehigan; thence Commencing at the South $1 / 4$ corner of Section 10, T1N. R8E. City of Novi, Ooktond County, Mehigan; Wence
NO2 $52^{\prime} 51^{-w} 100.00$ feet along the North-South $1 / 4$ line of Section 10 and the centerline of Dixon Rood ( 43.00 fool Half Width); thence $\$ 88^{\circ} 55^{\circ} 25^{\prime \prime} \mathrm{W} 43,00$ feet clong the Northerly right-of-way line of Twelve Mile Rood (Voriable Width); thence NO2.52'51"W 1202.50 feet alang the Westerly right-of-way line of sold Dixon Road; thence S87'10'53'W 157.85 leat; thance $N 07.04^{\prime} 10^{\prime \prime} \mathrm{W} 141.73$ feet; thence $N 64^{\circ} 00^{\prime} 20^{\prime \prime} \mathrm{W} 84.92$ feet; thence $579^{\prime} 56^{\prime} 28^{\prime} \mathrm{W}$
 thence N58 ${ }^{\circ} 40^{\prime} 30^{\prime \prime} \mathrm{W} 60.03$ leet; thence $\mathrm{N}^{\prime} 7^{\prime} 41^{\prime} 08^{\prime \prime} \mathrm{E} 26.31$ feet for o PLACE OF BEGINNING; thence N17.41'08"E 34.21 feet; thence $547^{\prime} 32^{\circ} 09^{\circ} \mathrm{E} 32.95$ feet; thence $547^{\prime} 26^{\prime} 21^{*} \mathrm{~W} 32.56$ feet; thence $N 42^{\circ} 33^{\prime} 39^{*} \mathrm{w}$; 15.85 feat to the place reet: thence
of 日eginning.

OESCRIPTION OF A VORTECHNICS EASEMENT AREA 2 LOCATED IN THE SOUTHWEST $1 / 4$ OF SECTION IO, TIN, R8E, CITY OF NOV, OAKLANO COUNTY, MICHIGAN

Commencing of the South $1 / 4$ corner of Section 10. TiN. R8E, City of Novi, Oakland County, Michigan; thence NO2'52'51"W 100,00 feet olang the North-South $1 / 4$ line of Section 10 and the centerline of Dixon Road ( 43.00 foot Half Width); thence $\$ 85^{\circ} 55^{\prime} 25^{\circ} \mathrm{W} 43.00$ feet olong the Northerily right-of-woy line of Twelve Mils Rood (Varioble Width): thence NO2'52'51"W 1202.50 feet along the Westerly right-of-way line of soid Dixon Roodi thence $5877^{\circ} 53^{\circ} \mathrm{W} 157.85$ feet; thence NO7.04*10"W 141.73 reet; thence $N 64^{\circ} 00^{\prime} 20^{\circ} \mathrm{W}$ B4.92 feet; thence $579^{\circ} 56^{\prime} 28^{\prime \prime} \mathrm{W}$ 93.47 feet; thence $\$ 27^{\prime} 12^{\circ} 51^{\prime \prime} \mathrm{W} 129.32$ feet; thence $578^{\circ} 7^{\prime} 28^{\prime \prime} \mathrm{W} 122.77$ feet; thence $N 53^{\prime} 53^{\prime} 22^{\prime} \mathrm{W} 120.48$ feet; thence N68'40'30"W 60.03 feet; thance N $17^{\prime} 41^{\prime} 08^{\prime \prime} \mathrm{E} .25 .31$ feet; thence continuing N17 $41^{\prime} 08^{\prime \prime} \mathrm{E} 34.21$ feet; thence $N 47^{\prime} 32^{\prime} O 9^{\prime \prime} \mathrm{W} 74.35$; thence $N 21^{\prime} 20^{\prime} 11^{\circ} \mathrm{W} 31.63$ feet; thence $N 68^{\prime} 35^{\prime} 49^{\circ} \mathrm{E} 21,70$ feet; thence $N 23^{\circ} 28^{\prime} 15^{\prime \prime} \mathrm{E} 49.59$ feet lor a PLACE OF EEGINNNG; Ihence N23'28'15'E 4,4D feet; thence N12 $08^{\prime} 44^{\prime \prime} \mathrm{W} 33^{\prime}, 50$ feet, thence N77 $31^{\prime} 16^{\circ} \mathrm{E} 18.40$ feet; thence $541^{\prime} 05^{\prime} 4 \mathrm{~A}^{\prime \prime} \mathrm{E} 24.28$ feet; thence 36.35 laet olong the ars of a 515.00 foot radius circular
non-tongentlal curve to the right, chord bearing $S 52^{\circ} 011^{\prime} 19^{\prime \prime} \mathrm{W} 36.35$ feet along the Northerly Right-of-Way line of Declorotion Drive (Varlable Width) to the Ploce of Beginning

| LINE TABLE |  |  |
| :---: | :---: | :---: |
| LINE | BEARING | LENGTH |
| L1 | S8770'53*W | 157.85 |
| L2 | $\mathrm{N} 07^{\circ} 04^{\prime} 10^{\circ} \mathrm{W}$ | 141.73 |
| L3 | N54'00'20"w | 84.92 |
| 14 | S $79^{\circ} 56^{\circ} 28^{\circ} \mathrm{W}$ | 93.47 |
| L5 | S27*12.51"\% | 129.32 |
| 16 | 578*17'28"W | 122.77 |
| 17 | N53'53'22 ${ }^{\circ} \mathrm{w}$ | 120.46 |
| 18 | N68.40'30'W | 60.03 |
| 1.9 | N17'41'08 ${ }^{\circ} \mathrm{E}$ | 26.31 |
| 150 | N17 $4.41^{\circ} 08^{\prime \prime} \mathrm{E}$ | 34.21 |
| 1.11 | S47*32'09'E | 32.95 |
| 12 | $547{ }^{\prime 2} 26^{\prime} 21^{\circ} \mathrm{W}$ | 32.56 |
| 113 | $\mathrm{N} 42^{\prime} 33^{\prime} 39^{\prime \prime} \mathrm{W}$ | 15.85 |
| L/4 | $\mathrm{N} 47{ }^{\prime} 32^{\circ} \mathrm{O} 9^{\prime \prime} \mathrm{W}$ | 74.35 |
| 115 | N21 ${ }^{\prime} 20^{\prime} 11^{\prime \prime W}$ | 31.63 |
| L16 | N68*35'49 ${ }^{\prime \prime} \mathrm{E}$ | 21.70 |
| L17 | N23.28'15 ${ }^{\prime \prime} \mathrm{E}$ | 49.59 |
| L1B | N23-28 ${ }^{1} 15^{\prime \prime} \mathrm{E}$ | 4.40 |
| 119 | N12.08'44"W | 33.50 |
| L20 | N77'51'16"E | 18.40 |
| 1.21 | S4105'48 ${ }^{\prime \prime}$ | 24.28 |


| ${ }^{\text {CUENT }} \text { PULTE HOMES-MICHIGAN }$ |  |
| :---: | :---: |
| SKETCH AND DESCRIPTION OF VORTECHNICS EASEMENT AREAS |  |
| SECTION 10 TOWN I NORTH, RANGE 8 EAST CITY OF NOM OAKLAND COUNTY |  |

