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CITY of NOVI CITY COUNCIL

Agenda Item O
December 15, 2008

SUBJECT: Acceptance of a Conservation Easement, Wetland Mitigation Easement and Woodlands Conservation Easement from Providence Hospital and Medical Centers, Inc. for the Providence Park Campus, located on the southwest corner of Grand River Avenue and Beck Road, in Section 17, covering a total of 25.98 acres.

SUBMITTING DEPARTMENT: ^{Back} Community Development - Planning

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The petitioner, Providence Hospital and Medical Centers, Inc., received Final Site Plan approval from the Planning Department on July 11, 2005 for the Providence Hospital Ring Road, a road and utility construction project, SP 04-48, designed to support a 198.15 acre hospital, office and wellness center. The Planning Commission approved the Preliminary Site Plan on December 8, 2004 and as part of their approval, the applicant was required to provide a conservation easement, wetland mitigation easement and a woodland conservation easement.

The exhibits labeled "Conservation Easement", "Wetland Mitigation Easement" and "Woodland Conservation Easement" depict the areas being preserved. The easements cover about 13.1% of the site. There are a substantial amount of woodlands, wetlands and wetland mitigation that will fall within these easements.

In addition to the exhibits provided in the easement documents, the attached aerial photo prepared by the Community Development Department, identifies the areas and types of easements offered in the conservation easement documents.

The easements have been reviewed by the City's professional staff and consultants and are currently in a form acceptable to the City Attorney's office for approval by the City Council.

RECOMMENDED ACTION: Acceptance of a Conservation Easement, Wetland Mitigation Easement and Woodlands Conservation Easement from Providence Hospital and Medical Centers, Inc. for the Providence Park Campus, located on the southwest corner of Grand River Avenue and Beck Road, in Section 17 covering a total of 25.98 acres.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

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

December 8, 2008

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-
3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudln@secretwardle.com

Barbara McBeth, Director of Planning
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Providence Park
Conservation Easements
Our File No. 660030 NOVI**

Dear Ms. McBeth:

We have reviewed and analyzed the following documents relating to the Providence Park project:

- Wetlands Mitigation Easement
- Woodlands Conservation Easement
- Conservation Easement

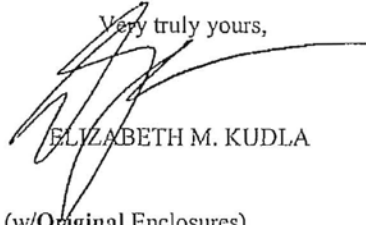
We have reviewed and approve the language of the three easement documents. Both the Conservation Easement, which preserves woodlands and wetlands, and the Woodlands Conservation Easement, which preserves woodlands and open space, provide for a trail way through a portion of the preserved areas. The trail way was approved, in concept, as part of site plan approval. In that regard, we have no objection to the inclusion of language providing for the construction of a trail way through the easement areas.

It is our understanding that the Community Development Department has reviewed and approved the Exhibits to all three Easements as being consistent with the approved site plans for the Providence Hospital Campus and Parkway.

Barb McBeth, Director of Planning
December 8, 2008
Page 2

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

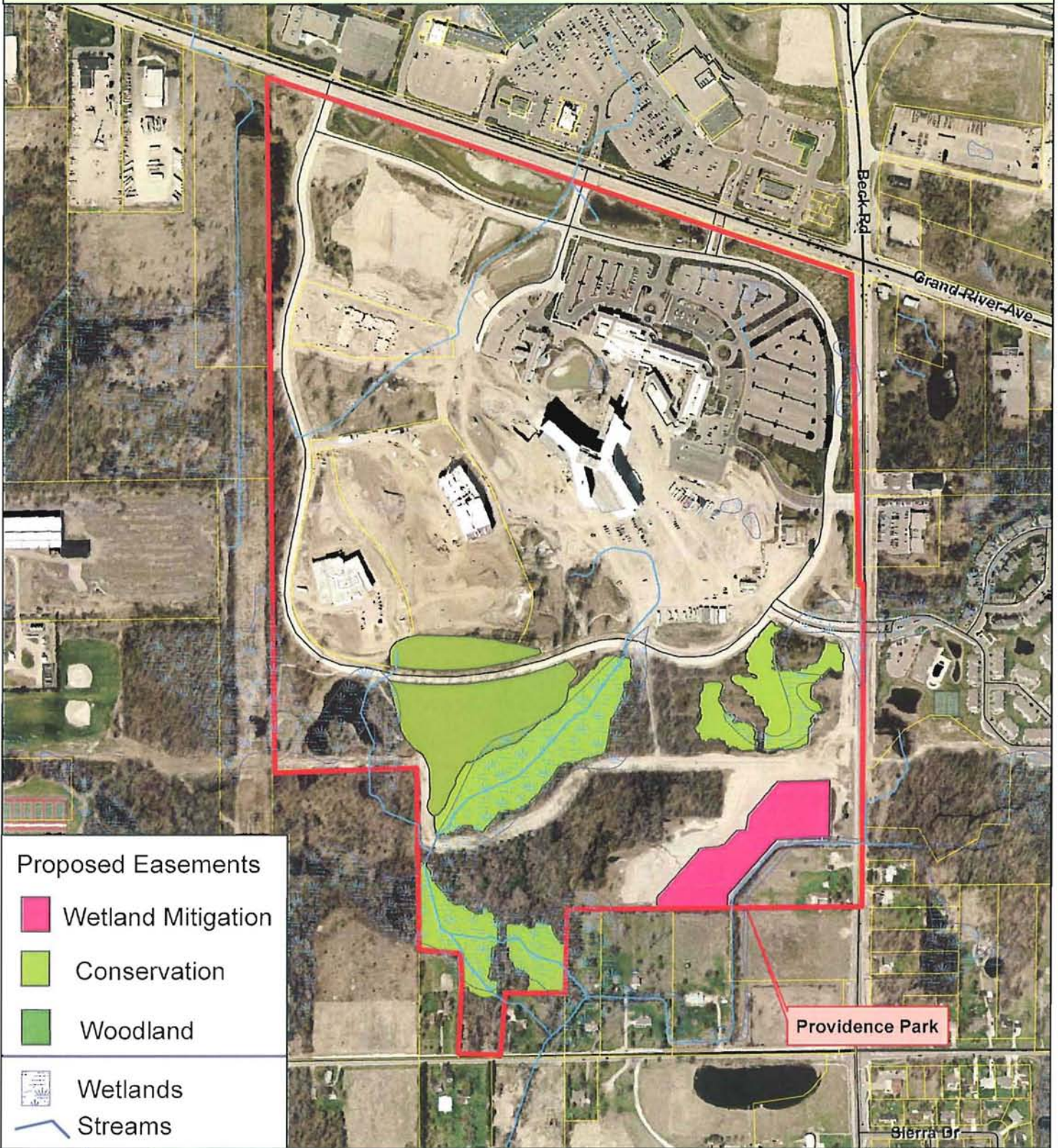
cc: Maryanne Cornelius, Clerk (w/Original Enclosures)
John Freeland, Wetland Consultant (w/Enclosures)
Mark Spencer, Planner (w/Enclosures)
Richard Abbott, Esquire (w/Enclosures)
Andrew Dick, Esquire (w/Enclosures)
Gary Tressel and John Dygert, HRC (w/Enclosures)
Thomas R. Schultz, Esquire (w/o Enclosure)

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Location Map

PROVIDENCE PARK

Proposed Conservation, Wetland Mitigation and Woodland Conservation Easements



Proposed Easements

- Wetland Mitigation
- Conservation
- Woodland

- Wetlands
- Streams

Providence Park



CITY OF NOVI
 PLANNING DIVISION
 45175 W TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-0475
 MARK SPENCER, AICP, PLANNER
 CREATED: 12/5/08



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.

Reduced Site Plan

Conservation Easement

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of _____, 2008, by and between Providence Hospital and Medical Centers, Inc., a Michigan nonprofit corporation whose address is 47601 Grand River Avenue, Novi, Michigan, (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").

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 expansion of the hospital campus on the Property, subject to provision of an appropriate easement to permanently protect the woodlands and wetlands thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B and Exhibit C, both of which are 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, the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the Property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to Subpart 11 of Part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the woodlands and wetlands in those areas that are within the Easement Areas. The subject Easement Areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless otherwise 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,

wetlands 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, without approval, remove dead or diseased foliage that may reasonably be expected to threaten woodlands and/or vegetation in and around the Easement Areas. Dead or diseased trees may be removed only in accordance with the provisions of the City of Novi, Woodlands Protection and/or Wetlands and Watercourse Protection Ordinance, as amended.

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 six (6) foot wide pedestrian trails with three (3) foot buffers on each side of the six (6) foot wide pedestrian trails in accordance with the approved site plans, as described on the attached and incorporated Exhibit D (the "Pedestrian Trails"). Grantor reserves all rights to manage, use, repair and maintain the Pedestrian Trails. Grantor reserves for itself and its employees, guests, visitors, customers, patients, licensees, invitees, agents, and Grantor's tenants and subtenants, and their respective employees, guests, visitors, customers, licensees, invitees, patients and agents, an exclusive perpetual ingress and egress easement over and across the Pedestrian Trails for the purpose of using and enjoying such areas for walking, hiking, jogging and biking and other means of pedestrian use. Grantor may permit motorized wheelchairs and similar vehicles for the handicapped along any Pedestrian Trails. Grantor may use motorized vehicles and equipment on the Pedestrian Trails to construct, maintain, repair and patrol Pedestrian Trails, if any, and for medical emergencies. Grantee shall have no rights or obligations with respect to the Pedestrian Trails. In all events, with respect to Grantee's interest in the Easement Areas, created pursuant to this 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 Pedestrian Trails by Grantor and use of the trail system by Grantor's employees, lessees, invitees and/or members of the general public.

5. 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 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 the 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 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 Conservation Easement, and/or in the event of a failure to preserve and/or maintain the woodland and/or wetlands within 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 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.

8. 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).

9. Grantor shall state, acknowledge and/or disclose the existence of this 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 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.

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this _____ day of _____, 200__, 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:

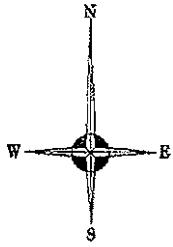
Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

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

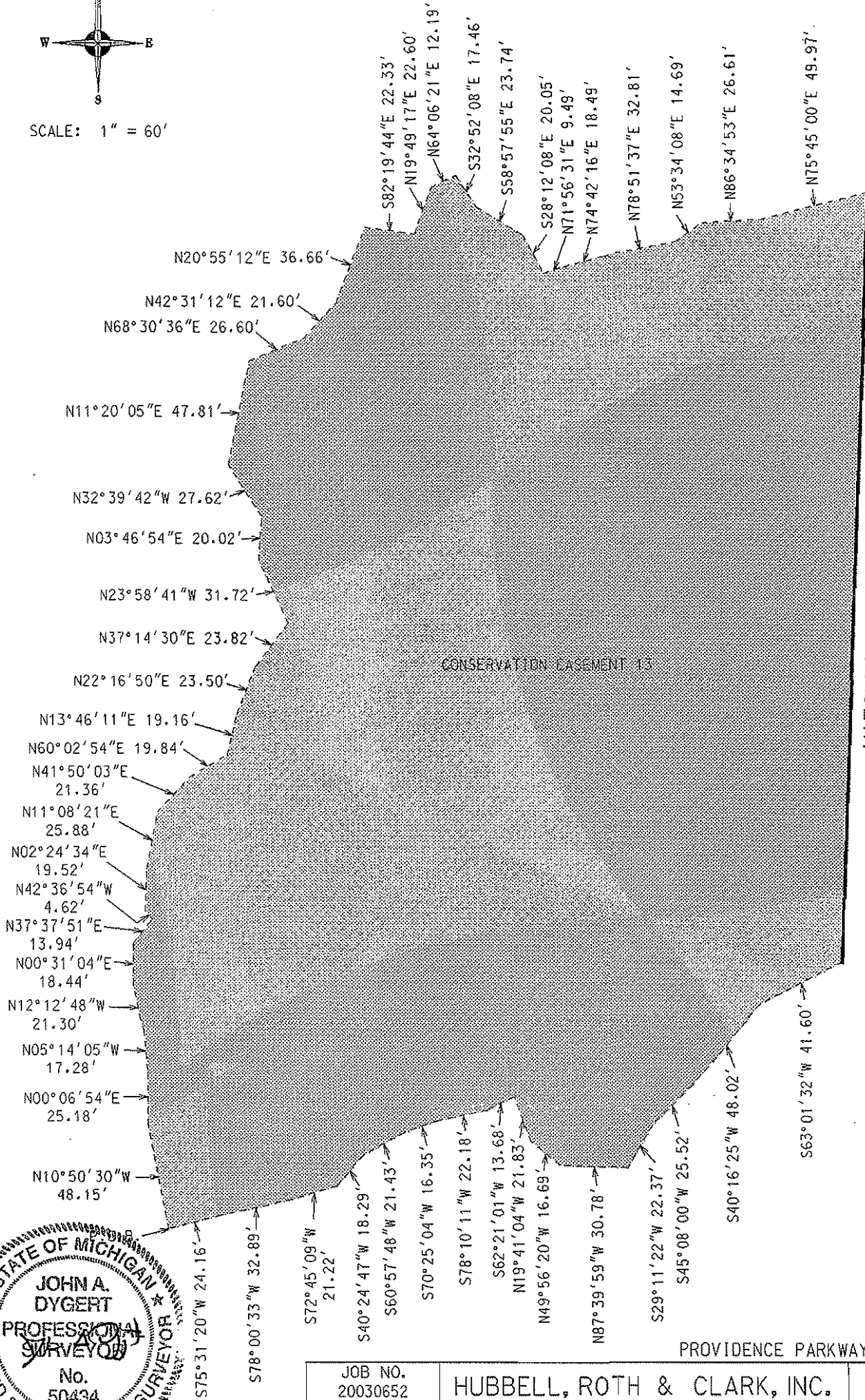
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CONSERVATION EASEMENT

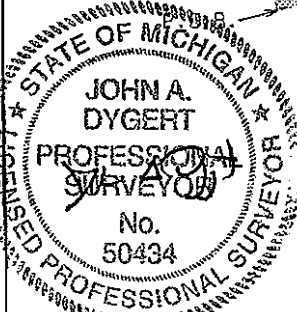
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SCALE: 1" = 60'



MATCHLINE - SEE SHEET 3



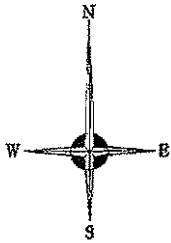
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DATE 03-18-05		OF 13

05-18-05 REVISED PER CITY OF NOVI

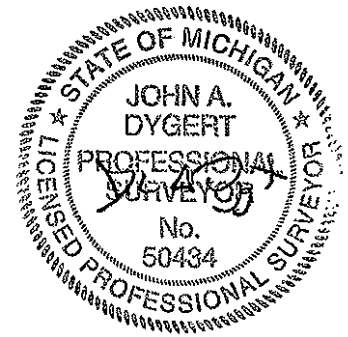
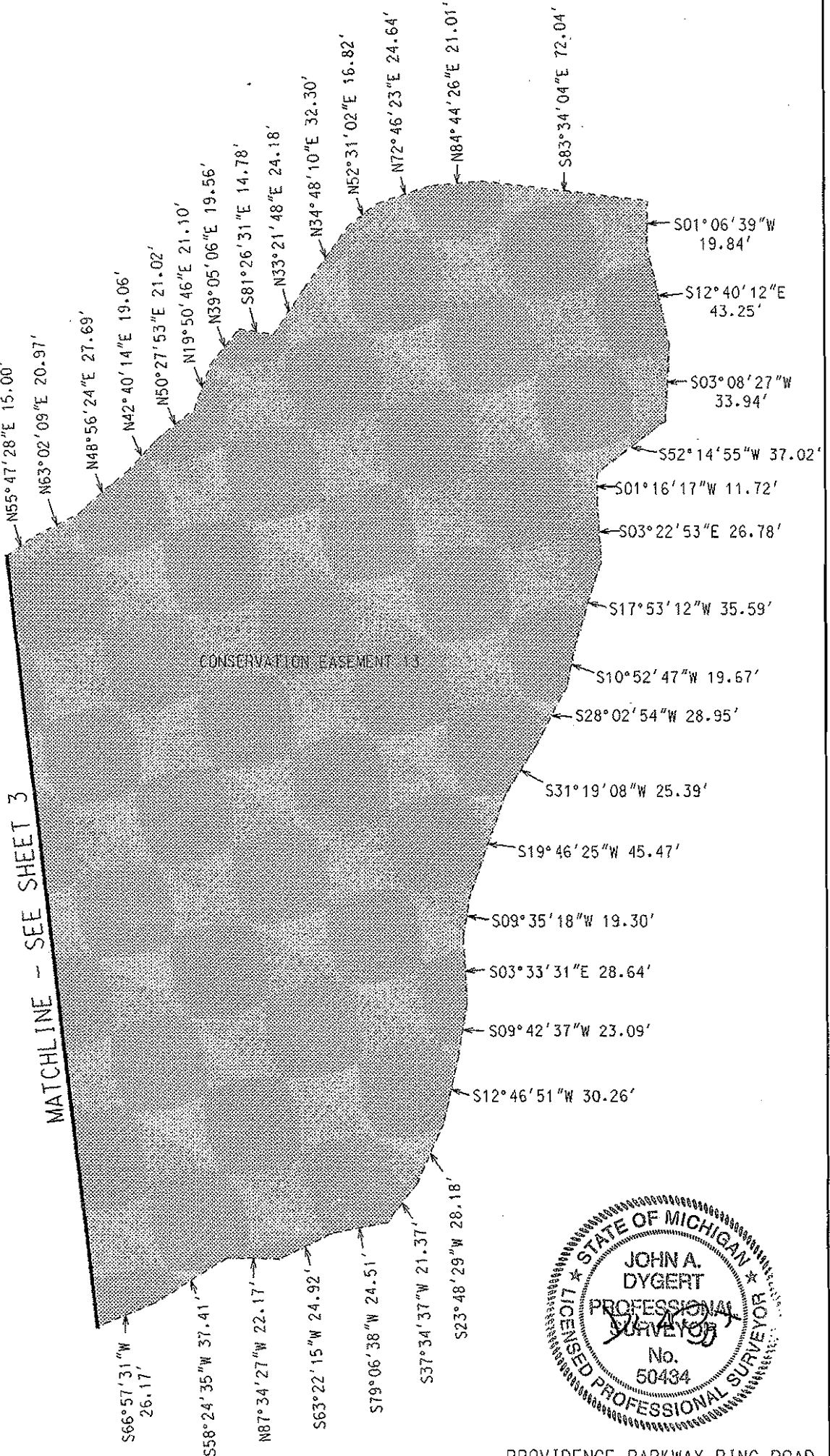
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CONSERVATION EASEMENT

EXHIBIT "C"



SCALE: 1" = 60'



PROVIDENCE PARKWAY RING ROAD

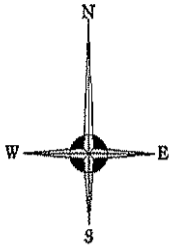
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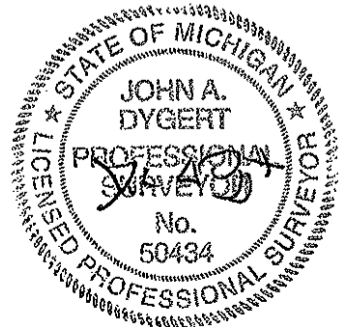
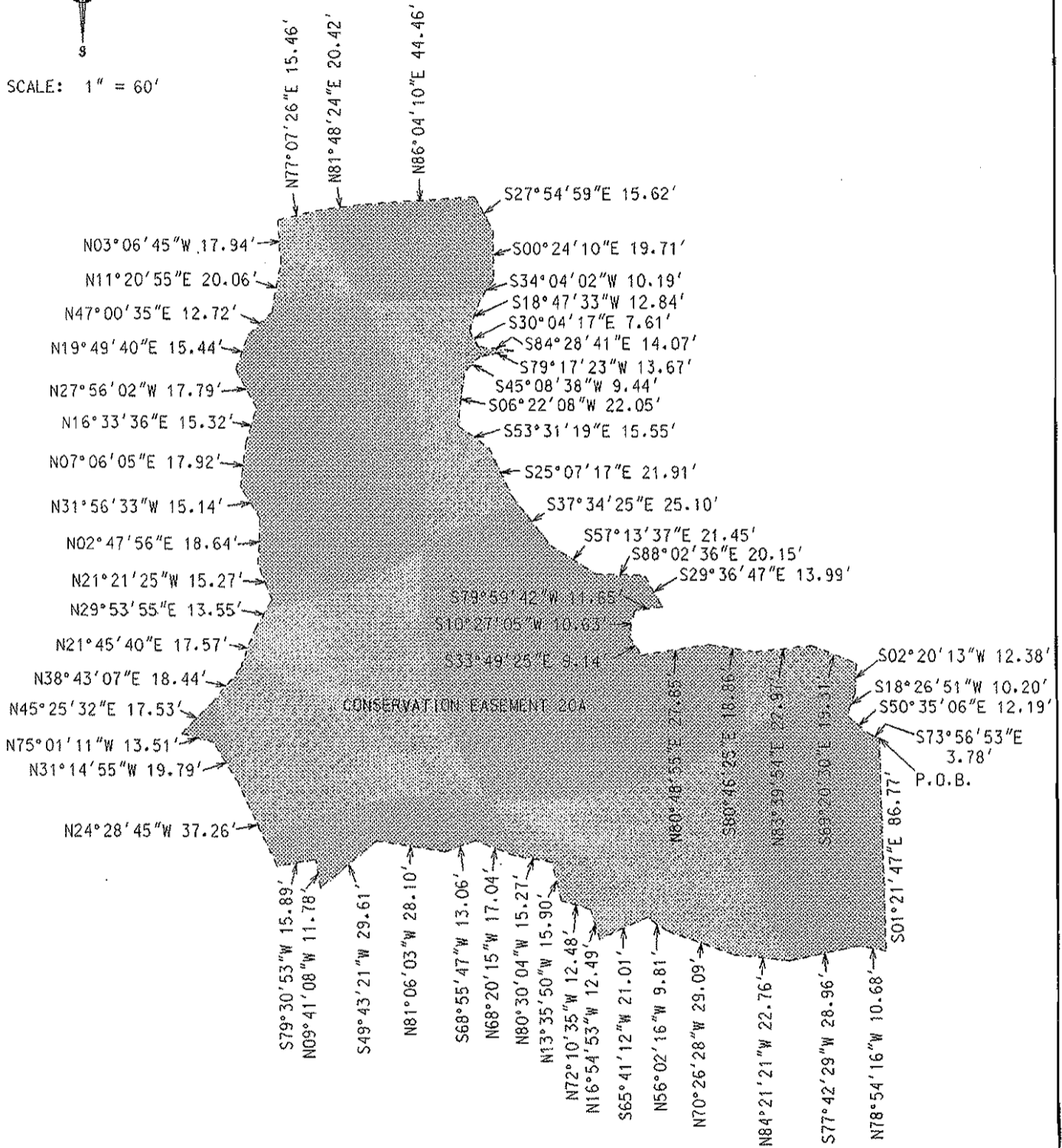
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CONSERVATION EASEMENT

EXHIBIT "C"



SCALE: 1" = 60'



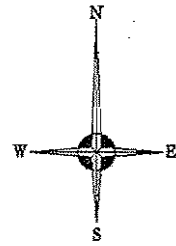
PROVIDENCE PARKWAY RING ROAD

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DATE 03-18-05	CONSULTING ENGINEERS	OF 13
05-18-05 REVISED PER CITY OF NOVI	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824

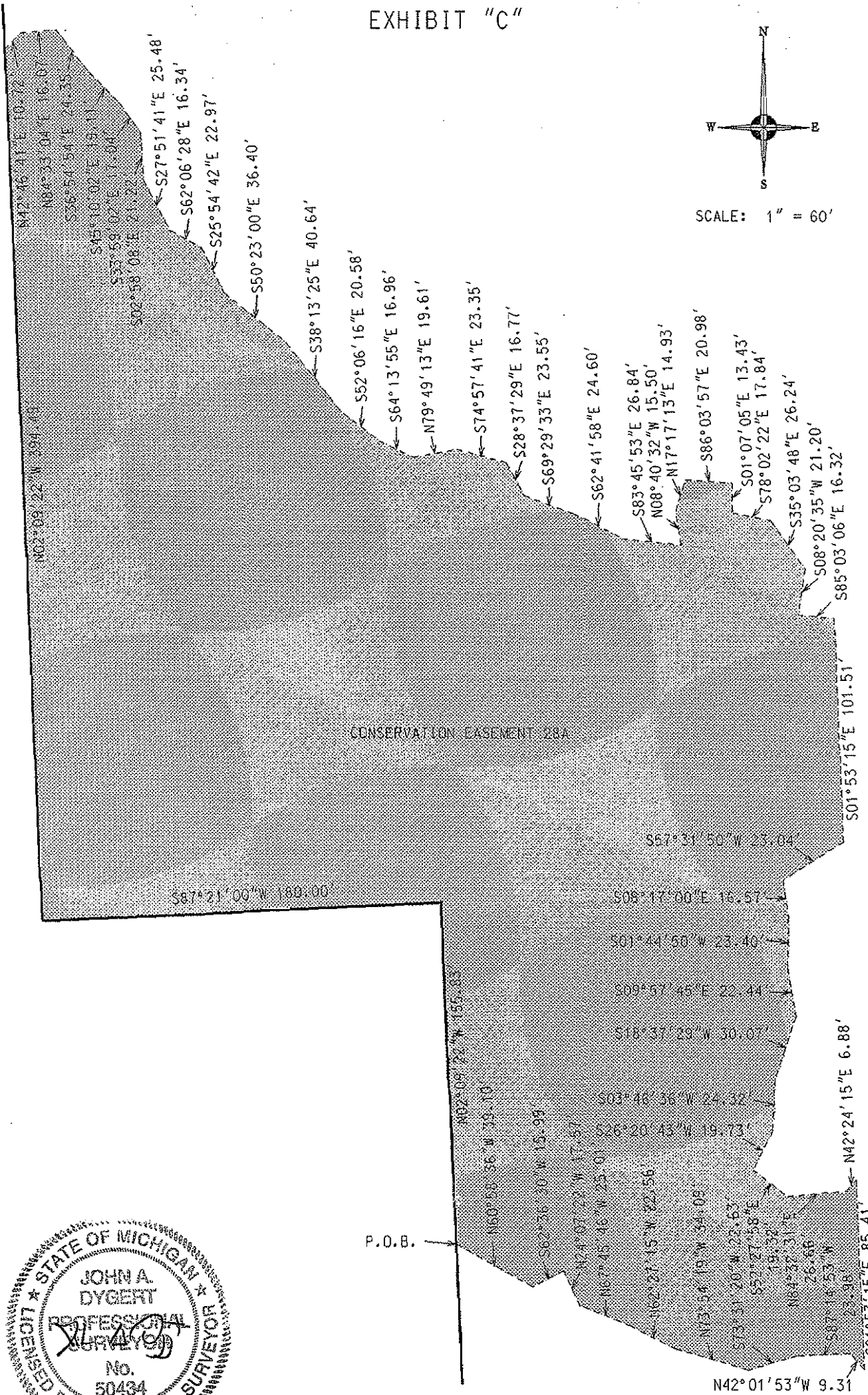
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 10" = 60'

CONSERVATION EASEMENT

EXHIBIT "C"



SCALE: 1" = 60'



CONSERVATION EASEMENT 28A

P.O.B.

PROVIDENCE PARKWAY RING ROAD



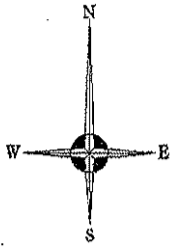
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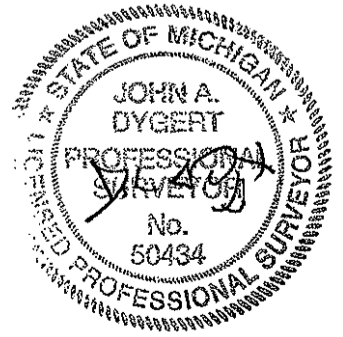
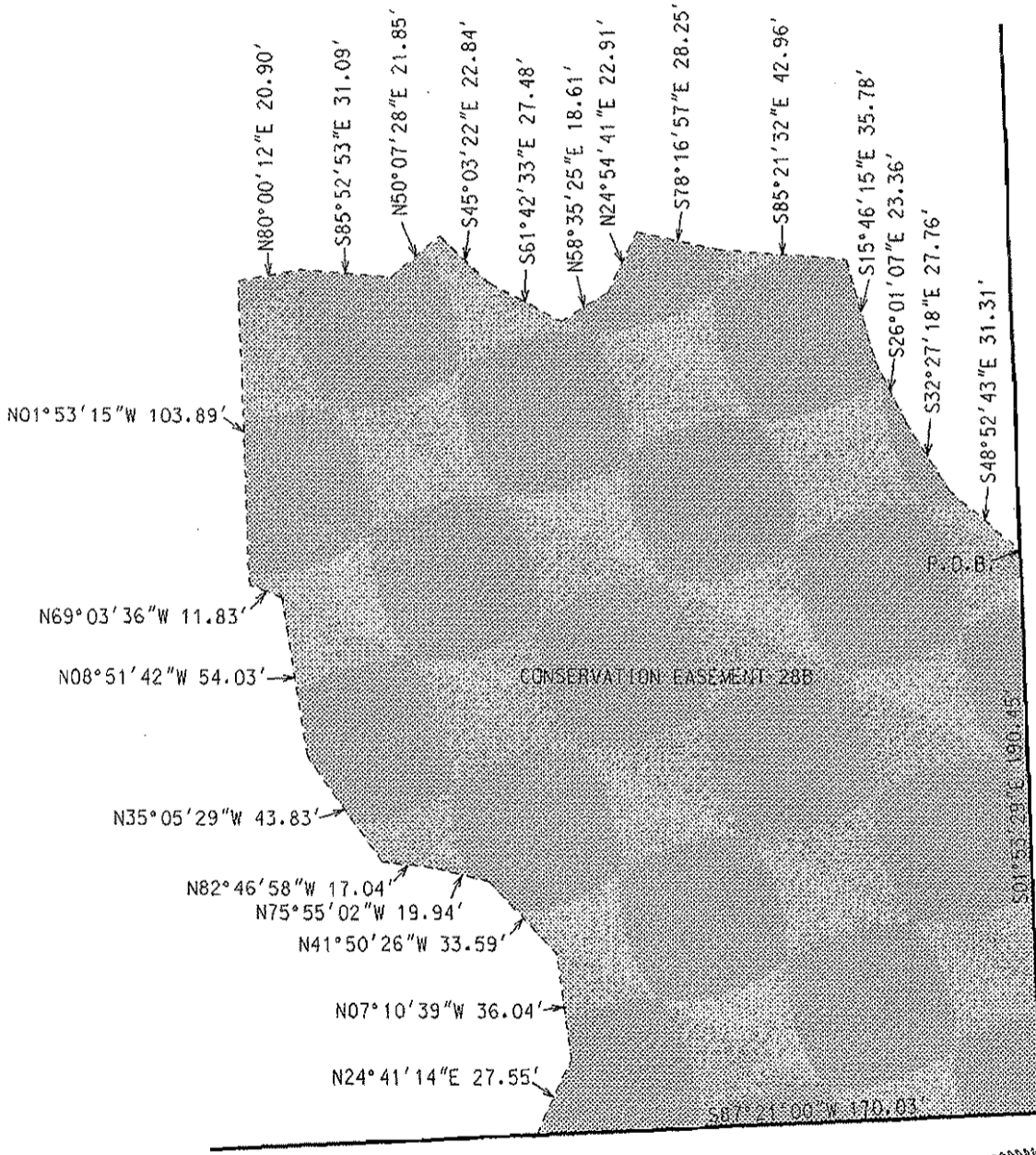
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CONSERVATION EASEMENT

EXHIBIT "C"



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PROVIDENCE PARKWAY RING ROAD

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DATE 03-18-05	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824
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CONSERVATION EASEMENT

20030652
03-18-05 jad
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EXHIBIT "A"

DESCRIPTION OF TOTAL PROPERTY (PROVIDENCE HOSPITAL)

Part of the Northeast ¼ and Southeast ¼ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

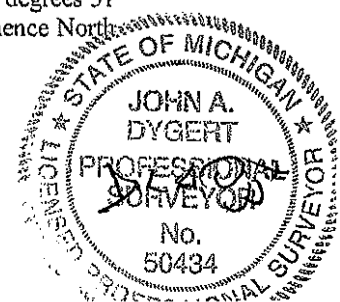
Commencing at the East ¼ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 43.01 feet along the East-West ¼ line to the west right of way line of Beck Road (variable right of way) and the POINT OF BEGINNING; thence South 01 degrees 21 minutes 47 seconds East 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 1438.81 feet along said East line and centerline; thence South 87 degrees 20 minutes 58 seconds West 1326.12 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 ¼ line of said Section 17; thence North 02 degrees 25 minutes 16 seconds West 1317.63 feet along said North-South ¼ 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 ¼ line of said Section 17; thence North 87 degrees 17 minutes 07 seconds East 16.99 feet along said ¼ line to the POINT OF BEGINNING. Said parcel contains 198.15 acres, more or less.

EXHIBIT "B"

DESCRIPTION OF CONSERVATION EASEMENT (13)

Part of the Northeast ¼ and Southeast ¼ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the East ¼ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 43.01 feet along the East-West ¼ line to the west right of way line of Beck Road (variable right of way); thence South 01 degrees 21 minutes 47 seconds East 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 1438.81 feet along said East line and centerline; thence South 87 degrees 20 minutes 58 seconds West 1326.12 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 521.20 feet; thence North 87 degrees 50 minutes 38 seconds 88.38 feet to the POINT OF BEGINNING; thence North 10 degrees 50 minutes 30 seconds West 48.15 feet; thence North 00 degrees 06 minutes 54 seconds East 25.18 feet; thence North 05 degrees 14 minutes 05 seconds West 17.28 feet; thence North 12 degrees 12 minutes 48 seconds West 21.30 feet; thence North 00 degrees 31 minutes 04 seconds East 18.44 feet; thence North 37 degrees 37 minutes 51 seconds East 13.94 feet; thence North 42 degrees 36 minutes 54 seconds West 4.62 feet; thence North 02 degrees 24 minutes 34 seconds East 19.52 feet; thence North 11 degrees 08 minutes 21 seconds East 25.88 feet; thence North 41 degrees 50 minutes 03 seconds East 21.36 feet; thence North 60 degrees 02 minutes 54 seconds East 19.84 feet; thence North 13 degrees 46 minutes 11 seconds East 19.16 feet; thence North 22 degrees 16 minutes 50 seconds East 23.50 feet; thence North 37 degrees 14 minutes 30 seconds East 23.82 feet; thence North 23 degrees 58 minutes 41 seconds West 31.72 feet; thence North 03 degrees 46 minutes 54 seconds East 20.02 feet; thence North 32 degrees 39 minutes 42 seconds West 27.62 feet; thence North 11 degrees 20 minutes 05 seconds East 47.81 feet; thence North 68 degrees 30 minutes 36 seconds East 26.60 feet; thence North 42 degrees 31 minutes 12 seconds East 21.60 feet; thence North 20 degrees 55 minutes 12 seconds East 36.66 feet; thence South 82 degrees 19 minutes 44 seconds East 22.33 feet; thence North 19 degrees 49 minutes 17 seconds East 22.60 feet; thence North 64 degrees 06 minutes 21 seconds East 12.19 feet; thence South 32 degrees 52 minutes 08 seconds East 17.46 feet; thence South 58 degrees 57 minutes 55 seconds East 23.74 feet; thence South 28 degrees 12 minutes 08 seconds East 20.05 feet; thence North 71 degrees 56 minutes 31 seconds East 9.49 feet; thence North 74 degrees 42 minutes 16 seconds East 18.49 feet; thence North 78 degrees 51 minutes 37 seconds East 32.81 feet; thence North 53 degrees 34 minutes 08 seconds East 14.69 feet; thence North

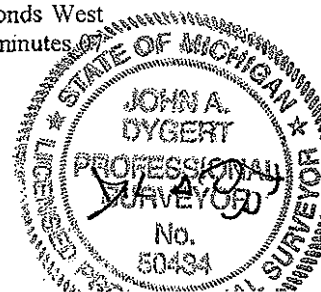


86 degrees 34 minutes 53 seconds East 26.61 feet; thence North 75 degrees 45 minutes 00 seconds East 49.97 feet; thence North 73 degrees 43 minutes 05 seconds East 23.87 feet; thence North 81 degrees 59 minutes 53 seconds East 21.98 feet; thence North 43 degrees 45 minutes 55 seconds East 19.12 feet; thence North 57 degrees 23 minutes 33 seconds East 25.49 feet; thence North 08 degrees 38 minutes 45 seconds East 21.88 feet; thence North 48 degrees 17 minutes 11 seconds East 23.16 feet; thence North 37 degrees 50 minutes 43 seconds East 20.81 feet; thence North 26 degrees 06 minutes 16 seconds East 21.53 feet; thence North 55 degrees 42 minutes 38 seconds East 20.42 feet; thence North 47 degrees 07 minutes 23 seconds East 22.18 feet; thence North 09 degrees 10 minutes 17 seconds East 16.09 feet; thence North 70 degrees 16 minutes 54 seconds East 15.81 feet; thence North 21 degrees 14 minutes 58 seconds East 10.47 feet; thence North 07 degrees 49 minutes 54 seconds East 26.43 feet; thence North 05 degrees 22 minutes 24 seconds West 13.89 feet; thence South 63 degrees 30 minutes 11 seconds East 28.49 feet; thence South 86 degrees 39 minutes 38 seconds East 15.38 feet; thence North 70 degrees 06 minutes 26 seconds East 15.26 feet; thence North 46 degrees 27 minutes 09 seconds East 21.17 feet; thence North 55 degrees 47 minutes 28 seconds East 15.00 feet; thence North 63 degrees 02 minutes 09 seconds East 20.97 feet; thence North 48 degrees 56 minutes 24 seconds East 27.69 feet; thence North 42 degrees 40 minutes 14 seconds East 19.06 feet; thence North 50 degrees 27 minutes 53 seconds East 21.02 feet; thence North 19 degrees 50 minutes 46 seconds East 21.10 feet; thence North 39 degrees 05 minutes 06 seconds East 19.56 feet; thence South 81 degrees 26 minutes 31 seconds East 14.78 feet; thence North 33 degrees 21 minutes 48 seconds East 24.18 feet; thence North 34 degrees 48 minutes 10 seconds East 32.30 feet; thence North 52 degrees 31 minutes 02 seconds East 16.82 feet; thence North 72 degrees 46 minutes 23 seconds East 24.64 feet; thence North 84 degrees 44 minutes 26 seconds East 21.01 feet; thence South 83 degrees 34 minutes 04 seconds East 72.04 feet; thence South 01 degrees 06 minutes 39 seconds West 19.84 feet; thence South 12 degrees 40 minutes 12 seconds East 43.25 feet; thence South 03 degrees 08 minutes 27 seconds West 33.94 feet; thence South 52 degrees 14 minutes 55 seconds West 37.02 feet; thence South 01 degrees 16 minutes 17 seconds West 11.72 feet; thence South 03 degrees 22 minutes 53 seconds East 26.78 feet; thence South 17 degrees 53 minutes 12 seconds West 35.59 feet; thence South 10 degrees 52 minutes 47 seconds West 19.67 feet; thence South 28 degrees 02 minutes 54 seconds West 28.95 feet; thence South 31 degrees 19 minutes 08 seconds West 25.39 feet; thence South 19 degrees 46 minutes 25 seconds West 45.47 feet; thence South 09 degrees 35 minutes 18 seconds West 19.30 feet; thence South 03 degrees 33 minutes 31 seconds East 28.64 feet; thence South 09 degrees 42 minutes 37 seconds West 23.09 feet; thence South 12 degrees 46 minutes 51 seconds West 30.26 feet; thence South 23 degrees 48 minutes 29 seconds West 28.18 feet; thence South 37 degrees 34 minutes 37 seconds West 21.37 feet; thence South 79 degrees 06 minutes 38 seconds West 24.51 feet; thence South 63 degrees 22 minutes 15 seconds West 24.92 feet; thence North 87 degrees 34 minutes 27 seconds West 22.17 feet; thence South 58 degrees 24 minutes 35 seconds West 37.41 feet; thence South 66 degrees 57 minutes 31 seconds West 26.17 feet; thence North 69 degrees 56 minutes 36 seconds West 25.75 feet; thence South 66 degrees 05 minutes 50 seconds West 23.72 feet; thence South 51 degrees 19 minutes 54 seconds West 29.79 feet; thence South 35 degrees 53 minutes 20 seconds West 57.12 feet; thence South 19 degrees 56 minutes 55 seconds West 20.17 feet; thence South 41 degrees 06 minutes 46 seconds West 56.04 feet; thence South 28 degrees 36 minutes 42 seconds West 22.87 feet; thence South 48 degrees 39 minutes 48 seconds West 29.67 feet; thence South 44 degrees 16 minutes 15 seconds West 29.11 feet; thence South 59 degrees 31 minutes 07 seconds West 39.22 feet; thence South 63 degrees 41 minutes 57 seconds West 27.46 feet; thence North 81 degrees 15 minutes 32 seconds West 20.38 feet; thence South 61 degrees 00 minutes 32 seconds West 25.29 feet; thence South 63 degrees 01 minutes 32 seconds West 41.60 feet; thence South 40 degrees 16 minutes 25 seconds West 48.02 feet; thence South 45 degrees 08 minutes 00 seconds West 25.52 feet; thence South 29 degrees 11 minutes 22 seconds West 22.37 feet; thence North 87 degrees 39 minutes 59 seconds West 30.78 feet; thence North 49 degrees 56 minutes 20 seconds West 16.69 feet; thence North 19 degrees 41 minutes 04 seconds West 21.83 feet; thence South 62 degrees 21 minutes 01 seconds West 13.68 feet; thence South 78 degrees 10 minutes 11 seconds West 22.18 feet; thence South 70 degrees 25 minutes 04 seconds West 16.35 feet; thence South 60 degrees 57 minutes 48 seconds West 21.43 feet; thence South 40 degrees 24 minutes 47 seconds West 18.29 feet; thence South 72 degrees 45 minutes 09 seconds West 21.22 feet; thence South 78 degrees 00 minutes 33 seconds West 32.89 feet; thence South 75 degrees 31 minutes 20 seconds West 24.16 feet to the POINT OF BEGINNING. Said easement contains 300,017 square feet or 6.89 acres, more or less.

DESCRIPTION OF CONSERVATION EASEMENT (20A)

Part of the Northeast ¼ and Southeast ¼ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the East ¼ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 43.01 feet along the East-West ¼ line to the west right of way line of Beck Road (variable right of way); thence South 01 degrees 21 minutes 47 seconds East 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 651.91 feet along said East line and centerline; thence South 88 degrees 38 minutes 13 seconds West 470.00 feet to the POINT OF BEGINNING; thence South 01 degrees 21 minutes 47 seconds East 86.77 feet; thence North 78 degrees 54 minutes 16 seconds West 10.68 feet; thence South 77 degrees 42 minutes 29 seconds West 28.96 feet; thence North 84 degrees 21 minutes 21 seconds West 22.76 feet; thence North 70 degrees 26 minutes 28 seconds West 29.09 feet; thence North 56 degrees 02 minutes 16 seconds West 9.81 feet; thence South 65 degrees 41 minutes 12 seconds West 21.01 feet; thence North 16 degrees 54 minutes 53 seconds West 12.49 feet; thence North 72 degrees 10 minutes 35 seconds West 12.48 feet; thence North 13 degrees 35 minutes 50 seconds West 15.90 feet; thence North 80 degrees 30 minutes 04 seconds West 15.27 feet; thence North 68 degrees 20 minutes 15 seconds West 17.04 feet; thence South 68 degrees 55 minutes 47 seconds West 13.06 feet; thence North 81 degrees 06 minutes 03 seconds West 28.10 feet; thence South 49 degrees 43 minutes 21 seconds West 29.61 feet; thence North 09 degrees 41 minutes 08 seconds West 11.78 feet; thence South 79 degrees 30 minutes 53 seconds West 15.89 feet; thence North 24 degrees 28 minutes 45 seconds West 37.26 feet; thence North 31 degrees 14 minutes 55 seconds West 19.79 feet; thence North 75 degrees 01 minutes 11 seconds West 13.51 feet; thence North 45 degrees 25 minutes 32 seconds East 17.53 feet; thence North 38 degrees 43 minutes

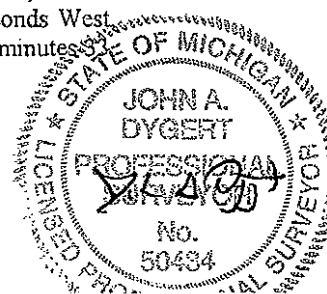


seconds East 18.44 feet; thence North 21 degrees 45 minutes 40 seconds East 17.57 feet; thence North 29 degrees 53 minutes 55 seconds East 13.55 feet; thence North 21 degrees 21 minutes 25 seconds West 15.27 feet; thence North 02 degrees 47 minutes 56 seconds East 18.64 feet; thence North 31 degrees 56 minutes 33 seconds West 15.14 feet; thence North 07 degrees 06 minutes 05 seconds East 17.92 feet; thence North 16 degrees 33 minutes 36 seconds East 15.32 feet; thence North 27 degrees 56 minutes 02 seconds West 17.79 feet; thence North 19 degrees 49 minutes 40 seconds East 15.44 feet; thence North 47 degrees 00 minutes 35 seconds East 12.72 feet; thence North 11 degrees 20 minutes 55 seconds East 20.06 feet; thence North 03 degrees 06 minutes 45 seconds West 17.94 feet; thence North 77 degrees 07 minutes 26 seconds East 15.46 feet; thence North 81 degrees 48 minutes 24 seconds East 20.42 feet; thence North 86 degrees 04 minutes 10 seconds East 44.46 feet; thence South 27 degrees 54 minutes 59 seconds East 15.62 feet; thence South 00 degrees 24 minutes 10 seconds East 19.71 feet; thence South 34 degrees 04 minutes 02 seconds West 10.19 feet; thence South 18 degrees 47 minutes 33 seconds West 12.84 feet; thence South 30 degrees 04 minutes 17 seconds East 7.61 feet; thence South 84 degrees 28 minutes 41 seconds East 14.07 feet; thence South 79 degrees 17 minutes 23 seconds West 13.67 feet; thence South 45 degrees 08 minutes 38 seconds West 9.44 feet; thence South 06 degrees 22 minutes 08 seconds West 22.05 feet; thence South 53 degrees 31 minutes 19 seconds East 15.55 feet; thence South 25 degrees 07 minutes 17 seconds East 21.91 feet; thence South 37 degrees 34 minutes 25 seconds East 25.10 feet; thence South 57 degrees 13 minutes 37 seconds East 21.45 feet; thence South 88 degrees 02 minutes 36 seconds East 20.15 feet; thence South 29 degrees 36 minutes 47 seconds East 13.99 feet; thence South 79 degrees 59 minutes 42 seconds West 11.65 feet; thence South 10 degrees 27 minutes 05 seconds West 10.63 feet; thence South 33 degrees 49 minutes 25 seconds East 9.14 feet; thence North 80 degrees 48 minutes 55 seconds East 27.85 feet; thence South 80 degrees 46 minutes 25 seconds East 18.86 feet; thence North 83 degrees 39 minutes 54 seconds East 22.97 feet; thence South 69 degrees 20 minutes 30 seconds East 19.31 feet; thence South 02 degrees 20 minutes 13 seconds West 12.38 feet; thence South 18 degrees 26 minutes 51 seconds West 10.20 feet; thence South 50 degrees 35 minutes 06 seconds East 12.19 feet; thence South 73 degrees 56 minutes 53 seconds East 3.78 feet to the POINT OF BEGINNING. Said easement contains 45,463 square feet or 1.04 acres, more or less.

DESCRIPTION OF CONSERVATION EASEMENT (20B)

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 43.01 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 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 248.54 feet along said East line and centerline; thence South 88 degrees 38 minutes 13 seconds West 99.90 feet to the POINT OF BEGINNING; thence South 00 degrees 56 minutes 13 seconds West 22.23 feet; thence South 44 degrees 34 minutes 27 seconds East 34.12 feet; thence South 13 degrees 24 minutes 44 seconds East 11.67 feet; thence South 01 degrees 21 minutes 47 seconds East 66.59 feet; thence South 67 degrees 28 minutes 56 seconds West 24.10 feet; thence North 64 degrees 31 minutes 59 seconds West 45.87 feet; thence South 43 degrees 29 minutes 15 seconds West 23.91 feet; thence South 40 degrees 41 minutes 31 seconds West 35.42 feet; thence South 53 degrees 26 minutes 57 seconds West 40.81 feet; thence South 26 degrees 26 minutes 49 seconds West 17.27 feet; thence South 00 degrees 38 minutes 55 seconds West 29.76 feet; thence South 73 degrees 13 minutes 53 seconds East 8.72 feet; thence South 36 degrees 19 minutes 12 seconds West 14.77 feet; thence South 06 degrees 19 minutes 40 seconds East 13.30 feet; thence South 68 degrees 16 minutes 56 seconds East 22.21 feet; thence South 48 degrees 33 minutes 19 seconds East 14.98 feet; thence South 53 degrees 55 minutes 17 seconds East 15.76 feet; thence South 17 degrees 04 minutes 13 seconds East 14.58 feet; thence South 64 degrees 27 minutes 18 seconds East 14.65 feet; thence South 56 degrees 29 minutes 04 seconds West 30.14 feet; thence South 68 degrees 08 minutes 12 seconds West 19.99 feet; thence South 41 degrees 12 minutes 58 seconds West 25.89 feet; thence South 17 degrees 09 minutes 42 seconds East 25.08 feet; thence South 37 degrees 08 minutes 32 seconds West 21.86 feet; thence South 04 degrees 34 minutes 43 seconds West 28.38 feet; thence South 08 degrees 22 minutes 31 seconds East 26.21 feet; thence South 15 degrees 53 minutes 18 seconds West 24.23 feet; thence South 69 degrees 31 minutes 33 seconds West 49.56 feet; thence South 78 degrees 48 minutes 44 seconds West 50.98 feet; thence North 80 degrees 02 minutes 55 seconds West 29.74 feet; thence South 69 degrees 08 minutes 17 seconds West 23.21 feet; thence South 74 degrees 13 minutes 41 seconds West 36.52 feet; thence North 84 degrees 44 minutes 27 seconds West 11.05 feet; thence North 01 degrees 21 minutes 47 seconds West 109.25 feet; thence North 43 degrees 33 minutes 23 seconds East 7.57 feet; thence North 60 degrees 06 minutes 15 seconds East 11.95 feet; thence North 31 degrees 40 minutes 15 seconds West 10.52 feet; thence North 33 degrees 26 minutes 02 seconds East 18.20 feet; thence North 50 degrees 06 minutes 31 seconds West 14.51 feet; thence North 61 degrees 16 minutes 31 seconds West 13.41 feet; thence North 01 degrees 45 minutes 32 seconds West 11.83 feet; thence North 38 degrees 27 minutes 17 seconds West 18.58 feet; thence North 13 degrees 42 minutes 19 seconds West 15.33 feet; thence North 62 degrees 16 minutes 38 seconds West 17.13 feet; thence North 81 degrees 06 minutes 32 seconds West 16.06 feet; thence North 07 degrees 45 minutes 54 seconds West 13.75 feet; thence North 11 degrees 29 minutes 33 seconds West 13.10 feet; thence North 55 degrees 24 minutes 06 seconds West 23.75 feet; thence North 73 degrees 13 minutes 44 seconds West 23.46 feet; thence North 64 degrees 42 minutes 46 seconds East 20.45 feet; thence North 53 degrees 16 minutes 32 seconds West 44.90 feet; thence North 59 degrees 39 minutes 40 seconds West 18.97 feet; thence North 67 degrees 51 minutes 15 seconds West 22.93 feet; thence North 16 degrees 36 minutes 06 seconds West 17.66 feet; thence North 20 degrees 19 minutes 10 seconds East 16.36 feet; thence North 77 degrees 24 minutes 02 seconds East 21.47 feet; thence South 78 degrees 09 minutes 45 seconds East 13.61 feet; thence South 63 degrees 21 minutes 02 seconds East 19.18 feet; thence North 85 degrees 14 minutes 58 seconds East 21.01 feet; thence South 78 degrees 30 minutes 20 seconds East 17.30 feet; thence South 69 degrees 26 minutes 18 seconds East 15.40 feet; thence North 59 degrees 49 minutes 32 seconds East 17.18 feet; thence North 65 degrees 17 minutes 45 seconds West 14.92 feet; thence North 73 degrees 52 minutes 54 seconds West 39.35 feet; thence North 18 degrees 53 minutes 04 seconds West 20.12 feet; thence North 33 degrees 29 minutes

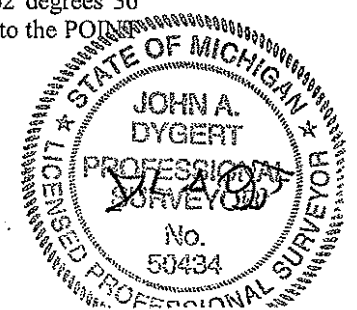


seconds East 21.23 feet; thence North 36 degrees 24 minutes 32 seconds West 19.62 feet; thence North 18 degrees 44 minutes 25 seconds West 20.59 feet; thence North 14 degrees 16 minutes 42 seconds East 20.83 feet; thence North 16 degrees 06 minutes 48 seconds East 21.82 feet; thence North 40 degrees 40 minutes 10 seconds East 26.00 feet; thence North 23 degrees 15 minutes 10 seconds East 14.47 feet; thence North 41 degrees 20 minutes 09 seconds East 115.38 feet; thence South 62 degrees 39 minutes 24 seconds East 63.55 feet; thence South 74 degrees 09 minutes 01 seconds West 2.28 feet; thence South 54 degrees 29 minutes 21 seconds West 16.41 feet; thence South 60 degrees 12 minutes 20 seconds West 11.31 feet; thence South 37 degrees 39 minutes 46 seconds West 9.71 feet; thence South 46 degrees 44 minutes 20 seconds West 9.51 feet; thence South 21 degrees 01 minutes 35 seconds East 10.26 feet; thence South 69 degrees 22 minutes 08 seconds West 14.09 feet; thence South 38 degrees 23 minutes 15 seconds West 12.52 feet; thence South 13 degrees 24 minutes 28 seconds East 15.55 feet; thence South 35 degrees 58 minutes 53 seconds East 11.34 feet; thence South 33 degrees 44 minutes 54 seconds East 17.71 feet; thence South 17 degrees 36 minutes 19 seconds West 8.16 feet; thence South 06 degrees 49 minutes 50 seconds West 21.96 feet; thence South 02 degrees 01 minutes 03 seconds East 9.17 feet; thence South 16 degrees 11 minutes 14 seconds West 24.27 feet; thence South 61 degrees 10 minutes 38 seconds East 16.04 feet; thence South 36 degrees 09 minutes 35 seconds East 16.46 feet; thence South 86 degrees 21 minutes 49 seconds West 15.90 feet; thence South 67 degrees 50 minutes 26 seconds West 11.33 feet; thence South 56 degrees 21 minutes 42 seconds East 12.90 feet; thence North 80 degrees 21 minutes 38 seconds East 17.91 feet; thence South 78 degrees 24 minutes 01 seconds East 24.08 feet; thence North 83 degrees 28 minutes 47 seconds East 12.67 feet; thence South 89 degrees 44 minutes 30 seconds East 23.28 feet; thence North 74 degrees 35 minutes 20 seconds East 17.92 feet; thence South 85 degrees 51 minutes 53 seconds East 20.74 feet; thence North 41 degrees 19 minutes 17 seconds East 14.28 feet; thence North 88 degrees 35 minutes 49 seconds East 23.11 feet; thence North 37 degrees 11 minutes 42 seconds East 20.45 feet; thence North 79 degrees 28 minutes 28 seconds East 15.84 feet; thence North 64 degrees 17 minutes 29 seconds East 22.42 feet; thence North 29 degrees 03 minutes 18 seconds East 19.12 feet; thence North 20 degrees 15 minutes 10 seconds East 27.93 feet; thence North 27 degrees 29 minutes 50 seconds East 24.26 feet; thence North 00 degrees 02 minutes 30 seconds West 19.67 feet; thence North 03 degrees 23 minutes 07 seconds West 10.00 feet; thence along a curve to the left 64.09, said curve having a radius of 625.50 feet, a central angle of 05 degrees 52 minutes 15 seconds and a chord bearing South 86 degrees 18 minutes 32 seconds East 64.06 feet to the POINT OF BEGINNING. Said easement contains 127,757 square feet or 2.93 acres, more or less.

DESCRIPTION OF CONSERVATION EASEMENT (28A)

Part of the Northeast ¼ and Southeast ¼ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

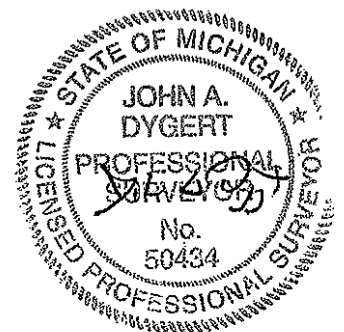
Commencing at the East ¼ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 43.01 feet along the East-West ¼ line to the west right of way line of Beck Road (variable right of way); thence South 01 degrees 21 minutes 47 seconds East 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 1438.81 feet along said East line and centerline; thence South 87 degrees 20 minutes 58 seconds West 1326.12 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 328.17 feet to the POINT OF BEGINNING; thence continuing North 02 degrees 09 minutes 22 seconds West 155.83 feet; thence South 87 degrees 21 minutes 00 seconds West 180.00 feet; thence North 02 degrees 09 minutes 22 seconds West 394.49 feet; thence North 42 degrees 46 minutes 41 seconds East 10.72 feet; thence North 84 degrees 33 minutes 04 seconds East 16.07 feet; thence South 36 degrees 54 minutes 54 seconds East 24.35 feet; thence South 45 degrees 10 minutes 02 seconds East 19.11 feet; thence South 33 degrees 59 minutes 02 seconds East 17.04 feet; thence South 02 degrees 58 minutes 08 seconds East 21.22 feet; thence South 27 degrees 51 minutes 41 seconds East 25.48 feet; thence South 62 degrees 06 minutes 28 seconds East 16.34 feet; thence South 25 degrees 54 minutes 42 seconds East 22.97 feet; thence South 50 degrees 23 minutes 00 seconds East 36.40 feet; thence South 38 degrees 13 minutes 25 seconds East 40.64 feet; thence South 52 degrees 06 minutes 16 seconds East 20.58 feet; thence South 64 degrees 13 minutes 55 seconds East 16.96 feet; thence North 79 degrees 49 minutes 13 seconds East 19.61 feet; thence South 74 degrees 57 minutes 41 seconds East 23.35 feet; thence South 28 degrees 37 minutes 29 seconds East 16.77 feet; thence South 69 degrees 29 minutes 33 seconds East 23.55 feet; thence South 62 degrees 41 minutes 58 seconds East 24.60 feet; thence South 83 degrees 45 minutes 53 seconds East 26.84 feet; thence North 08 degrees 40 minutes 32 seconds West 15.50 feet; thence North 17 degrees 17 minutes 13 seconds East 14.93 feet; thence South 86 degrees 03 minutes 57 seconds East 20.98 feet; thence South 01 degrees 07 minutes 05 seconds East 13.43 feet; thence South 78 degrees 02 minutes 22 seconds East 17.84 feet; thence South 35 degrees 03 minutes 48 seconds East 26.24 feet; thence South 08 degrees 20 minutes 35 seconds West 21.20 feet; thence South 85 degrees 03 minutes 06 seconds East 16.32 feet; thence South 01 degrees 53 minutes 15 seconds East 101.51 feet; thence South 57 degrees 31 minutes 50 seconds West 32.04 feet; thence South 08 degrees 17 minutes 00 seconds East 16.57 feet; thence South 01 degrees 44 minutes 50 seconds West 23.40 feet; thence South 09 degrees 57 minutes 45 seconds East 22.44 feet; thence South 18 degrees 37 minutes 29 seconds West 30.07 feet; thence South 03 degrees 46 minutes 36 seconds West 24.32 feet; thence South 26 degrees 20 minutes 43 seconds West 19.73 feet; thence South 52 degrees 27 minutes 58 seconds East 19.32 feet; thence North 84 degrees 32 minutes 31 seconds East 26.66 feet; thence North 42 degrees 24 minutes 15 seconds East 6.88 feet; thence South 01 degrees 53 minutes 15 seconds East 85.41 feet; thence North 42 degrees 01 minutes 53 seconds West 9.31 feet; thence South 87 degrees 14 minutes 53 seconds West 23.98 feet; thence South 73 degrees 31 minutes 20 seconds West 22.63 feet; thence North 73 degrees 54 minutes 19 seconds West 34.09 feet; thence North 62 degrees 27 minutes 15 seconds West 22.56 feet; thence North 67 degrees 45 minutes 46 seconds West 25.01 feet; thence North 24 degrees 07 minutes 22 seconds West 17.57 feet; thence South 62 degrees 36 minutes 30 seconds West 15.99 feet; thence North 60 degrees 58 minutes 36 seconds West 39.10 feet to the POINT OF BEGINNING. Said easement contains 116,584 square feet or 2.68 acres, more or less.



DESCRIPTION OF CONSERVATION EASEMENT (28B)

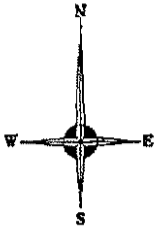
Part of the Northeast ¼ and Southeast ¼ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the East ¼ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 43.01 feet along the East-West ¼ line to the west right of way line of Beck Road (variable right of way); thence South 01 degrees 21 minutes 47 seconds East 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 1438.81 feet along said East line and centerline; thence South 87 degrees 20 minutes 58 seconds West 1326.12 feet; thence South 01 degrees 53 minutes 29 seconds East 178.54 feet to the POINT OF BEGINNING; thence continuing South 01 degrees 53 minutes 29 seconds East 190.45 feet; thence South 87 degrees 21 minutes 00 seconds West 170.03 feet; thence North 24 degrees 41 minutes 14 seconds East 27.55 feet; thence North 07 degrees 10 minutes 39 seconds West 36.04 feet; thence North 41 degrees 50 minutes 26 seconds West 33.59 feet; thence North 75 degrees 55 minutes 02 seconds West 19.94 feet; thence North 82 degrees 46 minutes 58 seconds West 17.04 feet; thence North 35 degrees 05 minutes 29 seconds West 43.83 feet; thence North 08 degrees 51 minutes 42 seconds West 54.03 feet; thence North 69 degrees 03 minutes 36 seconds West 11.83 feet; thence North 01 degrees 53 minutes 15 seconds West 103.89 feet; thence North 80 degrees 00 minutes 12 seconds East 20.90 feet; thence South 85 degrees 52 minutes 53 seconds East 31.09 feet; thence North 50 degrees 07 minutes 28 seconds East 21.85 feet; thence South 45 degrees 03 minutes 22 seconds East 22.84 feet; thence South 61 degrees 42 minutes 33 seconds East 27.48 feet; thence North 58 degrees 35 minutes 25 seconds East 18.61 feet; thence North 24 degrees 54 minutes 41 seconds East 22.91 feet; thence South 78 degrees 16 minutes 57 seconds East 28.25 feet; thence South 85 degrees 21 minutes 32 seconds East 42.96 feet; thence South 15 degrees 46 minutes 15 seconds East 35.78 feet; thence South 26 degrees 01 minutes 07 seconds East 23.36 feet; thence South 32 degrees 27 minutes 18 seconds East 27.76 feet; thence South 48 degrees 52 minutes 43 seconds East 31.31 feet to the POINT OF BEGINNING. Said easement contains 62,068 square feet or 1.42 acres, more or less.

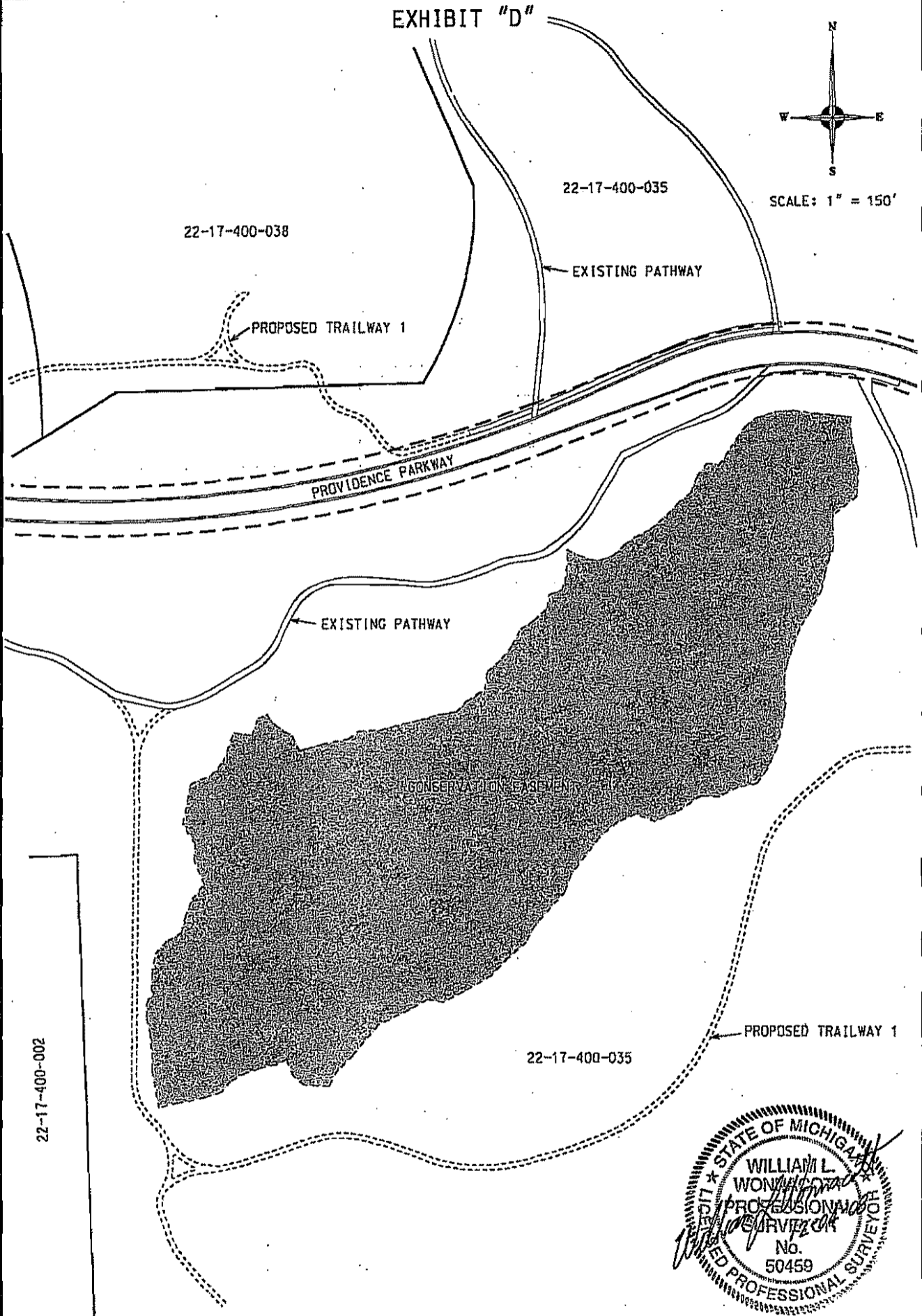


CONSERVATION EASEMENT

EXHIBIT "D"



SCALE: 1" = 150'



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JOB NO. 20030652	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824	SHEET NO. 1
DATE 10-30-08		OF 1	

Wetland Mitigation Easement

WETLANDS MITIGATION EASEMENT

THIS WETLANDS MITIGATION EASEMENT is made this ____ day of _____, 2008, by and between Providence Hospital and Medical Centers, Inc., a Michigan nonprofit corporation whose address is 47601 Grand River Avenue, Novi, Michigan, (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").

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 has received final site plan approval for expansion of the hospital campus on the Property, subject to provision of an appropriate easement to permanently protect the wetlands, wetland buffers, wetland mitigation areas and open space thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Wetlands Mitigation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B and Exhibit C, both of which are 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 Wetlands Mitigation 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 Wetlands Mitigation 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 Wetlands Mitigation Easement is to protect the wetlands, wetland buffers, wetland mitigation areas and vegetation in those areas that are within the Easement Areas. The subject Easement Areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless otherwise 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 wetlands, wetland buffers, wetland mitigation areas 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.

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. The Easement Areas should be constructed, preserved, and maintained in accordance with the approved mitigation plan.

5. This Wetlands Mitigation 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 Wetlands Mitigation Easement.

6. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Wetlands Mitigation Easement and/or in the event of a failure to preserve and/or maintain the wetlands, wetland buffers, and/or vegetation within 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 Wetlands Mitigation 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.

8. This Wetlands Mitigation 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 Wetlands Mitigation 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 Wetlands Mitigation Easement may be amended, modified or terminated by the parties hereto by written instrument signed by Grantor and Grantee or their successors and assigns.

[Signatures are on the following page]

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

WITNESS:

Janet Craver
Richard Craver

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

Robert F. Casalou
By: Robert F. Casalou
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of July,
2008, by Robert F. Casalou, as the President of
Providence Hospital &
Medical Centers, Inc.

JANET CRAVER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Aug 29, 2012
ACTING IN COUNTY OF Oakland

Janet Craver
Notary Public
Oakland County, Michigan
My Commission Expires: 8-29-12

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 _____, 200__, 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
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

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

684571v5
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CONSERVATION EASEMENT FOR WETLAND MITIGATION

20030652
03-18-05 jad
05-18-05 jad revised per city of novi
03-24-08 jad revised
05-22-08 revised

EXHIBIT "A"

DESCRIPTION OF PROPERTY (PROVIDENCE HOSPITAL)

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 43.01 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 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 1438.81 feet along said East line and centerline; thence South 87 degrees 20 minutes 58 seconds West 1326.12 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; thence North 87 degrees 17 minutes 07 seconds East 16.99 feet along said $\frac{1}{4}$ line to the POINT OF BEGINNING.

Said parcel contains 198.15 acres, more or less.

EXHIBIT "B"

DESCRIPTION OF CONSERVATION EASEMENT FOR WETLAND 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 43.01 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 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 875.20 feet along said East line and centerline; thence South 88 degrees 38 minutes 13 seconds West 135.00 feet to the POINT OF BEGINNING; thence South 01 degrees 21 minutes 47 seconds East 260.00 feet; thence South 87 degrees 20 minutes 58 seconds West 235.00 feet; thence South 39 degrees 20 minutes 58 seconds West 335.00 feet; thence South 02 degrees 34 minutes 41 seconds East 46.36 feet; thence South 87 degrees 20 minutes 58 seconds West 325.00 feet; thence North 02 degrees 39 minutes 02 seconds West 39.00 feet; thence North 39 degrees 20 minutes 58 seconds East 295.00 feet; thence North 82 degrees 22 minutes 05 seconds East 90.00 feet; thence North 63 degrees 20 minutes 58 seconds East 32.00 feet; thence North 39 degrees 20 minutes 58 seconds East 75.00 feet; thence North 73 degrees 24 minutes 05 seconds East 48.00 feet; thence North 07 degrees 33 minutes 38 seconds East 65.00 feet; thence North 39 degrees 20 minutes 58 seconds East 195.00 feet; thence North 87 degrees 20 minutes 58 seconds East 235.00 feet to the POINT OF BEGINNING. Said easement contains 179,733 square feet or 4.13 acres, more or less.

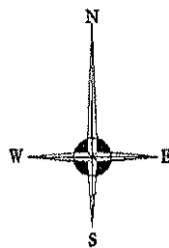


CONSERVATION EASEMENT FOR WETLAND MITIGATION

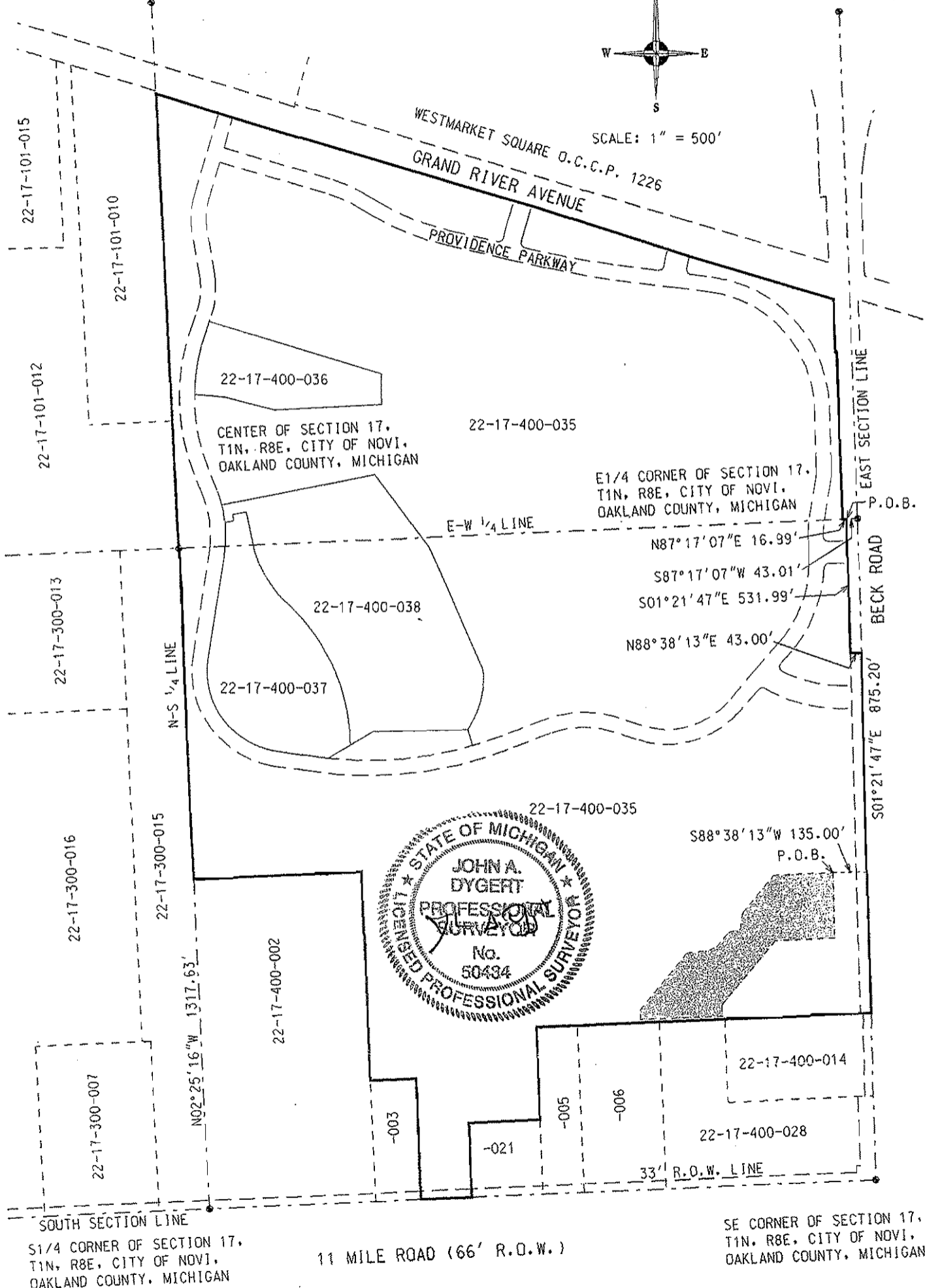
N 1/4 CORNER OF SECTION 17,
T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

EXHIBIT "C"

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



SCALE: 1" = 500'



05-22-08 REVISED
03-24-08 REVISED
05-18-05 REVISED PER CITY OF NOVI

JOB NO.
20030652
DATE
03-17-05

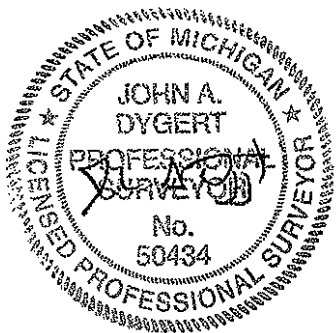
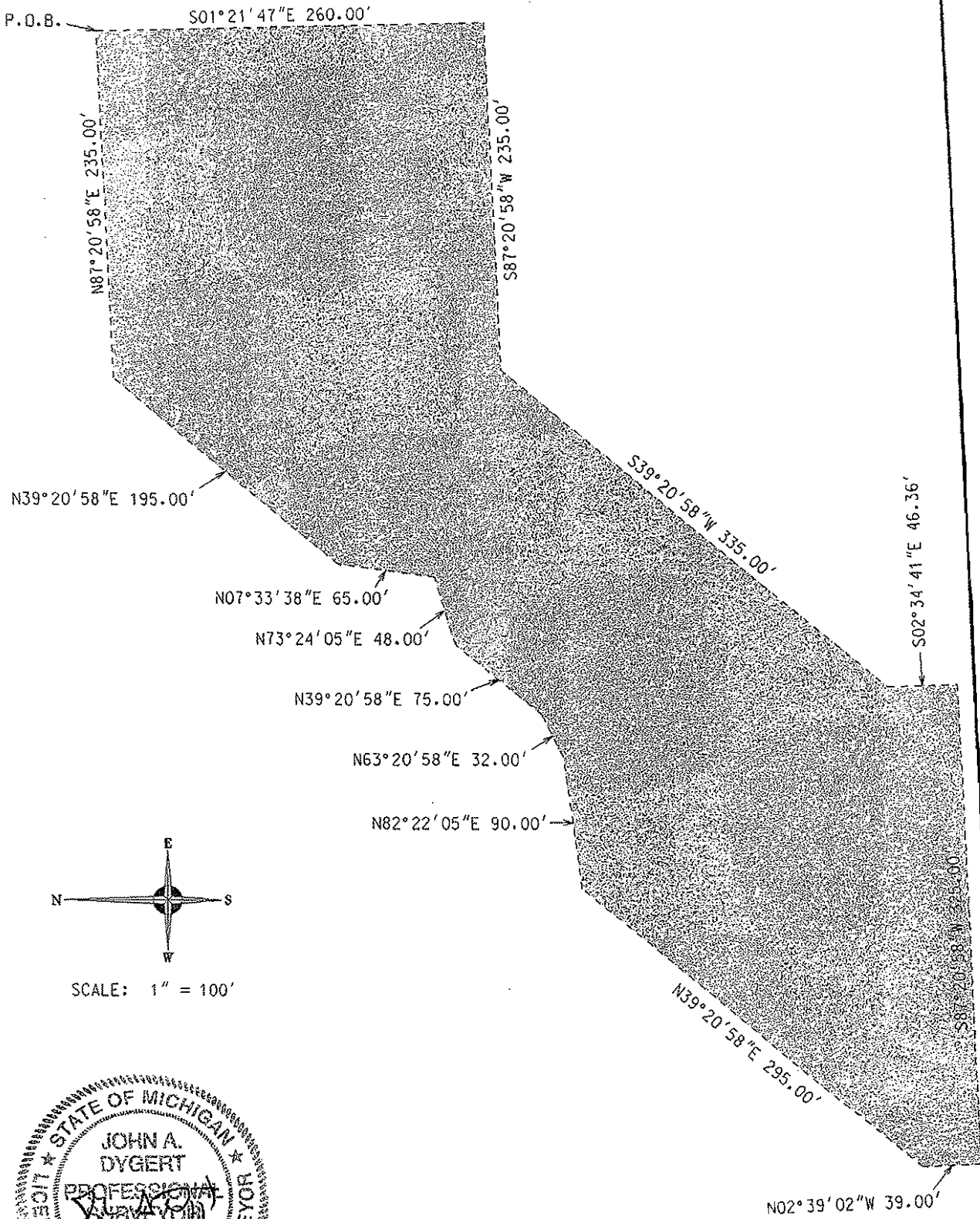
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.

SHEET NO.
1
OF 3

USER NAME: jdygert
 DESIGN FILE: \\s200306\20030652\F\031652as01a_052208.dgn
 QWJUE - \C:\psw\CPBWTIFF - CLR, TBL, J:\standards\msv\color\2\DPEN - TBL, J:\standards\msv\plotting\black\reduced\B1B1E - 22-MAY-2008 13:45

CONSERVATION EASEMENT FOR WETLAND MITIGATION

EXHIBIT "C"



05-22-08 REVISED
 03-24-08 REVISED
 05-18-05 REVISED PER CITY OF NOVI

JOB NO.
 20030652
 DATE
 03-17-05

HUBBELL, ROTH & CLARK, INC.
 CONSULTING ENGINEERS
 555 HULET DRIVE
 BLOOMFIELD HILLS, MICH.

P.O. BOX 824
 48303-0824

SHEET NO.
 2
 OF 3

USER NAME * jdygert
 DESIGN FILE * \n200306\20030652\F\031652as04b_052208.dgn
 QUIEUE * \NCPsr\CPBMTIFF CUR. TBL * I:\standard\ds\ms\0\dd\hr\color\2.jp\EN TBL * I:\standard\ms\0\pl\hr\black\reduced\p\BME * 22-MAY-2008 14:04

Woodlands Conservation Easement

WOODLANDS CONSERVATION EASEMENT

THIS WOODLANDS CONSERVATION EASEMENT is made this 20 day of AUGUST, 2008, by and between Providence Hospital and Medical Centers, Inc., a Michigan nonprofit corporation whose address is 47601 Grand River Ave., Novi, Michigan (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").

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 expansion of the hospital campus on the Property, subject to provision of an appropriate easement to permanently protect the woodlands areas and open space thereon from destruction or disturbance. 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 and Exhibit C, both of which are 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 C. 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, without approval, remove dead or diseased foliage that may reasonably be expected to threaten woodlands and/or vegetation in and around the Easement Areas. Dead or diseased trees may be removed only in accordance with the provisions of the City of Novi, Woodlands Protection Ordinance, as amended.

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 six (6) foot wide pedestrian trails with three (3) foot buffers on each side of the six (6) foot wide pedestrian trails and as described on the attached and incorporated Exhibit D, subject to engineering feasibility; provided, however, any deviation must be mutually agreeable by Grantor and Grantee (the "Pedestrian Trails"). Grantor reserves all rights to manage, use, repair and maintain the Pedestrian Trails. Grantor reserves for itself and its employees, guests, visitors, customers, patients, licensees, invitees, agents, and Grantor's tenants and subtenants, and their respective employees, guests, visitors, customers, licensees, invitees, patients and agents, an exclusive perpetual ingress and egress easement over and across the Pedestrian Trails for the purpose of using and enjoying such areas for walking, hiking, jogging and biking and other means of pedestrian use. Grantor may permit motorized wheelchairs and similar vehicles for the handicapped along any Pedestrian Trails. Grantor may use motorized vehicles and equipment on Pedestrian Trails to construct, maintain, repair and patrol Pedestrian Trails, if any, and for medical emergencies. Grantee shall have no rights or obligations with respect to the Pedestrian Trails. 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 Pedestrian Trails by Grantor and use of the trail system 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.

[signatures are on the following page]

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

WITNESS:

Richard Must

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

Robert Casalou
By: ROBERT CASALOU
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of August,
2008, by Robert F. Casalou, as the President of
Providence Hospital +
Medical Centers, Inc.

Janet Craver
Notary Public
Oakland County, Michigan
My Commission Expires: 8-29-12

JANET CRAVER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Aug 29, 2012
ACTING IN COUNTY OF Oakland

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 _____, 200__, 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
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

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

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681282v8

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Woodlands Conservation Easement, dated AUGUST 20, 2008, whereby Providence Hospital and Medical Centers, Inc., a Michigan nonprofit corporation grants and conveys said 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.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 18th day of August, 2008.

WITNESSES:

LASALLE BANK MIDWEST NATIONAL ASSOCIATION, a National Banking Association

Debbie Stuart
Debbie STUART
 (Print Name:)

By: Jeffrey M. Schuman
 Jeffrey M. Schuman


Marianne VanDulpen
 (Print Name: MARIANNE VAN DULPEN)

Its: Senior Vice President

STATE OF MICHIGAN)
) ss
 COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 18th day of AUGUST, 2008, by JEFFREY M. SCHUMAN, the SENIOR VICE PRESIDENT of LaSalle Bank Midwest National Association.

Patricia P. Cummings
 Notary Public WAYNE County, MI
 My commission expires:
 Acting in OAKLAND County, MI

 **PATRICIA P. CUMMINGS**
 Notary Public, State of Michigan
 County of Wayne
 My Commission Expires Jun. 05, 2015
 Acting in the County of OAKLAND

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 AUGUST 20, 2008, 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 Medical Building Group, LLC ("Providence Park"), harmless from and against any and all losses, costs, damages and expenses, including without limitation reasonable attorneys' fees that Providence Park 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 Providence Park 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. Providence Park 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 Providence Park.

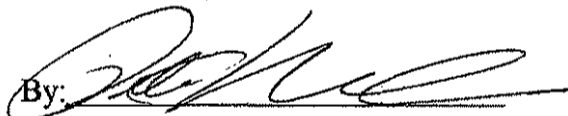
IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the ___ day of AUGUST 19, 2008.

WITNESSES:

PROVIDENCE PARK MEDICAL
BUILDING GROUP, LLC, a Michigan
limited liability company

PETER MCGINNIS
(Print Name:)

Richard M. McGinnis
(Print Name:)

By: 

Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 19th day of August, 2008, by Peter McCann, MD, the member of Providence Park Medical Building Group, LLC.

JANET CRAVER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Aug 29, 2012
ACTING IN COUNTY OF Oakland

Janet Craver
Notary Public County, MI
My commission expires: 8-29-12
Acting in Oakland County, MI


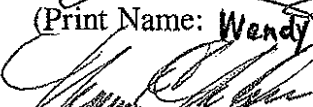
CONSENT TO EASEMENT

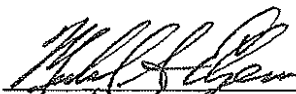
As the holder of a mortgagee interest in and to a portion of the property referenced in the Woodlands Conservation Easement, dated ~~July 31~~ ^{AUGUST 20}, 2008, whereby Providence Hospital and Medical Centers, Inc., a Michigan nonprofit corporation grants and conveys said easement to the City of Novi, 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.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the day of July 31, 2008.

WITNESSES:

TCF NATIONAL BANK, a national banking association



(Print Name: Wendy Shauman Ridge)

(Print Name: Mary E. McQuown)

By: 
Michael S. Elzerman
Its: Vice President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 31st day of July, 2008, by Michael S. Elzerman, the Vice President of TCF National Bank, a national banking association.

MARY E. MCQUOWN
Notary Public, Washtenaw County, Michigan
Acting in Washtenaw County, Michigan
My Commission Expires May 26, 2013


Notary Public Washtenaw County, MI
My commission expires:
Acting in _____ County, MI

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 AUGUST 20, 2008, 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, Novi Orthopaedic Center Properties, LLC ("NOCP"), harmless from and against any and all losses, costs, damages and expenses, including without limitation reasonable attorneys' fees that NOCP 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 NOCP 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. NOCP 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 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 NOCP.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 1st day of August, 2008.

WITNESSES:

NOVI ORTHOPAEDIC CENTER
PROPERTIES, LLC, a Michigan limited
liability company

Scott I. Mirkes
(Print Name: Scott I. Mirkes)

Lori Hewelt
(Print Name: LORI HEWELT)

By: JEFFEREY E. MICHAELSON
Jefferey E. Michaelson

Its: Manager

The foregoing Consent to Easement was acknowledged before me this 1st day of August, 2008, by Jeffrey E. Michaelson, the Manager of Novi Orthopaedic Center Properties, LLC.

SCOTT L. MIKES
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 7, 2011
ACTING IN COUNTY OF Oakland

Scott L. Mikes
Notary Public _____ County, MI

My commission expires:
Acting in _____ County, MI

WOODLAND EASEMENT

20030652
04-01-05 jad
05-18-05 jad revised per city of novi

EXHIBIT "A"

DESCRIPTION OF TOTAL PROPERTY (PROVIDENCE HOSPITAL)

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 43.01 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 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 1438.81 feet along said East line and centerline; thence South 87 degrees 20 minutes 58 seconds West 1326.12 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; thence North 87 degrees 17 minutes 07 seconds East 16.99 feet along said $\frac{1}{4}$ line to the POINT OF BEGINNING. Said parcel contains 198.15 acres, more or less.

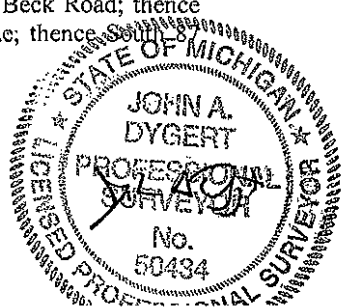
EXHIBIT "B"

DESCRIPTION OF WOODLAND EASEMENT

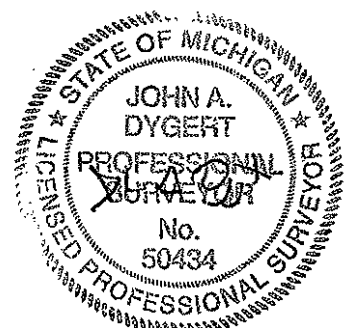
Part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the East $\frac{1}{4}$ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 43.01 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 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 1438.81 feet along said East line and centerline; thence South 87 degrees 20 minutes 58 seconds West 1326.12 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 467.44 feet along said North-South $\frac{1}{4}$ line; thence North 87 degrees 34 minutes 44 seconds East 529.63 feet to the POINT OF BEGINNING; thence North 05 degrees 29 minutes 13 seconds East 66.39 feet; thence along a curve to the right 40.00 feet, said curve having a radius of 50.00 feet, a central angle of 45 degrees 50 minutes 12 seconds and a chord bearing North 28 degrees 24 minutes 19 seconds East 38.94 feet; thence along a curve to the right 120.00 feet, said curve having a radius of 200.00 feet, a central angle of 34 degrees 22 minutes 39 seconds and a chord bearing North 68 degrees 30 minutes 44 seconds East 118.21 feet; thence along a curve to the right 589.82 feet, said curve having a radius of 1839.82 feet, a central angle of 18 degrees 22 minutes 05 seconds and a chord bearing South 85 degrees 06 minutes 54 seconds East 587.30 feet; thence South 66 degrees 47 minutes 43 seconds West 10.50 feet; thence along a curve to the right 723.30 feet, said curve having a radius of 1466.00 feet, a central angle of 28 degrees 16 minutes 08 seconds and a chord bearing South 82 degrees 49 minutes 11 seconds West 715.99 feet to the POINT OF BEGINNING.

ALSO, Commencing at the East $\frac{1}{4}$ corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 43.01 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 531.99 feet along said right of way line; thence North 88 degrees 38 minutes 13 seconds East 43.00 feet to the East line of said Section 17 and centerline of said Beck Road; thence South 01 degrees 21 minutes 47 seconds East 1438.81 feet along said East line and centerline; thence South 87 degrees 20 minutes 58 seconds West 1326.12 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 467.44 feet along said North-South $\frac{1}{4}$ line; thence North 87 degrees 34 minutes 44 seconds East 529.63 feet to the POINT OF BEGINNING; thence North 05 degrees 29 minutes 13 seconds East 66.39 feet; thence along a curve to the right 40.00 feet, said curve having a radius of 50.00 feet, a central angle of 45 degrees 50 minutes 12 seconds and a chord bearing North 28 degrees 24 minutes 19 seconds East 38.94 feet; thence along a curve to the right 120.00 feet, said curve having a radius of 200.00 feet, a central angle of 34 degrees 22 minutes 39 seconds and a chord bearing North 68 degrees 30 minutes 44 seconds East 118.21 feet; thence along a curve to the right 589.82 feet, said curve having a radius of 1839.82 feet, a central angle of 18 degrees 22 minutes 05 seconds and a chord bearing South 85 degrees 06 minutes 54 seconds East 587.30 feet; thence South 66 degrees 47 minutes 43 seconds West 10.50 feet; thence along a curve to the right 723.30 feet, said curve having a radius of 1466.00 feet, a central angle of 28 degrees 16 minutes 08 seconds and a chord bearing South 82 degrees 49 minutes 11 seconds West 715.99 feet to the POINT OF BEGINNING.



degrees 20 minutes 58 seconds West 1326.12 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 ¼ line of said Section 17; thence North 02 degrees 25 minutes 16 seconds West 398.50 feet along said North-South ¼ line; thence North 87 degrees 34 minutes 44 seconds East 530.03 feet to the POINT OF BEGINNING; thence along a curve to the left 745.22 feet, said curve having a radius of 1534.00 feet, a central angle of 27 degrees 50 minutes 03 seconds and a chord bearing North 82 degrees 36 minutes 10 seconds East 737.91 feet; thence North 70 degrees 34 minutes 31 seconds East 83.36 feet; thence along a curve to the right 62.45 feet, said curve having a radius of 175.00 feet, a central angle of 20 degrees 26 minutes 45 seconds and a chord bearing South 42 degrees 46 minutes 10 seconds East 62.12 feet; thence along a curve to the right 25.00 feet, said curve having a radius of 25.00 feet, a central angle of 57 degrees 17 minutes 45 seconds and a chord bearing South 03 degrees 53 minutes 55 seconds East 23.97 feet; thence along a curve to the right 25.00 feet, said curve having a radius of 75.00 feet, a central angle of 19 degrees 05 minutes 55 seconds and a chord bearing South 34 degrees 17 minutes 55 seconds West 24.88 feet; thence along a curve to the left 55.00 feet, said curve having a radius of 90.00 feet, a central angle of 35 degrees 00 minutes 51 seconds and a chord bearing South 26 degrees 20 minutes 27 seconds West 54.15 feet; thence South 08 degrees 50 minutes 01 seconds West 32.47 feet; thence along a curve to the right 100.00 feet, said curve having a radius of 150.00 feet, a central angle of 38 degrees 11 minutes 50 seconds and a chord bearing South 39 degrees 28 minutes 20 seconds West 98.16 feet; thence along a curve to the left 185.78 feet, said curve having a radius of 600.00 feet, a central angle of 17 degrees 44 minutes 26 seconds and a chord bearing South 49 degrees 42 minutes 02 seconds West 185.04 feet; thence along a curve to the right 50.00 feet, said curve having a radius of 75.00 feet, a central angle of 38 degrees 11 minutes 50 seconds and a chord bearing South 59 degrees 55 minutes 44 seconds West 49.08 feet; thence along a curve to the left 50.00 feet, said curve having a radius of 200.00 feet, a central angle of 14 degrees 19 minutes 26 seconds and a chord bearing South 71 degrees 51 minutes 56 seconds West 49.87 feet; thence South 64 degrees 42 minutes 13 seconds West 70.96 feet; thence along a curve to the left 30.00 feet, said curve having a radius of 105.00 feet, a central angle of 16 degrees 22 minutes 13 seconds and a chord bearing South 56 degrees 31 minutes 06 seconds West 29.90 feet; thence along a curve to the right 40.00 feet, said curve having a radius of 105.00 feet, a central angle of 21 degrees 49 minutes 37 seconds and a chord bearing South 59 degrees 14 minutes 48 seconds West 39.76 feet; thence along a curve to the left 100.00 feet, said curve having a radius of 105.00 feet, a central angle of 54 degrees 34 minutes 03 seconds and a chord bearing South 42 degrees 52 minutes 35 seconds West 96.26 feet; thence South 15 degrees 35 minutes 34 seconds West 29.45 feet; thence South 23 degrees 28 minutes 54 seconds West 129.55 feet; thence South 34 degrees 46 minutes 56 seconds West 32.56 feet; thence along a curve to the right 30.00 feet, said curve having a radius of 20.00 feet, a central angle of 85 degrees 56 minutes 37 seconds and a chord bearing South 77 degrees 45 minutes 15 seconds West 27.27 feet; thence along a curve to the right 65.00 feet, said curve having a radius of 50.00 feet, a central angle of 74 degrees 29 minutes 04 seconds and a chord bearing North 22 degrees 01 minutes 55 seconds West 60.52 feet; thence along a curve to the left 70.00 feet, said curve having a radius of 200.00 feet, a central angle of 20 degrees 03 minutes 13 seconds and a chord bearing North 05 degrees 11 minutes 01 seconds East 69.64 feet; thence North 04 degrees 50 minutes 35 seconds West 60.66 feet; thence along a curve to the left 125.00 feet, said curve having a radius of 135.00 feet, a central angle of 53 degrees 03 minutes 06 seconds and a chord bearing North 31 degrees 22 minutes 08 seconds West 120.58 feet; thence along a curve to the right 125.00 feet, said curve having a radius of 175.00 feet, a central angle of 40 degrees 55 minutes 32 seconds and a chord bearing North 37 degrees 25 minutes 55 seconds West 122.36 feet; thence North 16 degrees 58 minutes 09 seconds West 224.69 feet to the POINT OF BEGINNING. Said property contains 344,479 square feet or 7.91 acres, more or less.

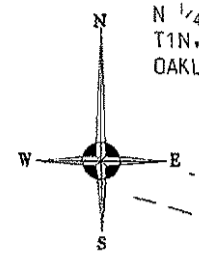


WOODLAND EASEMENT

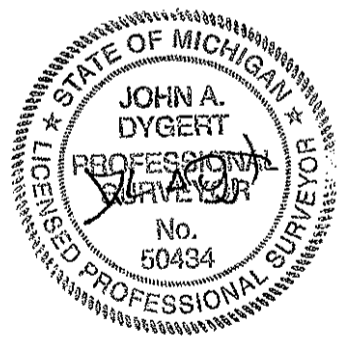
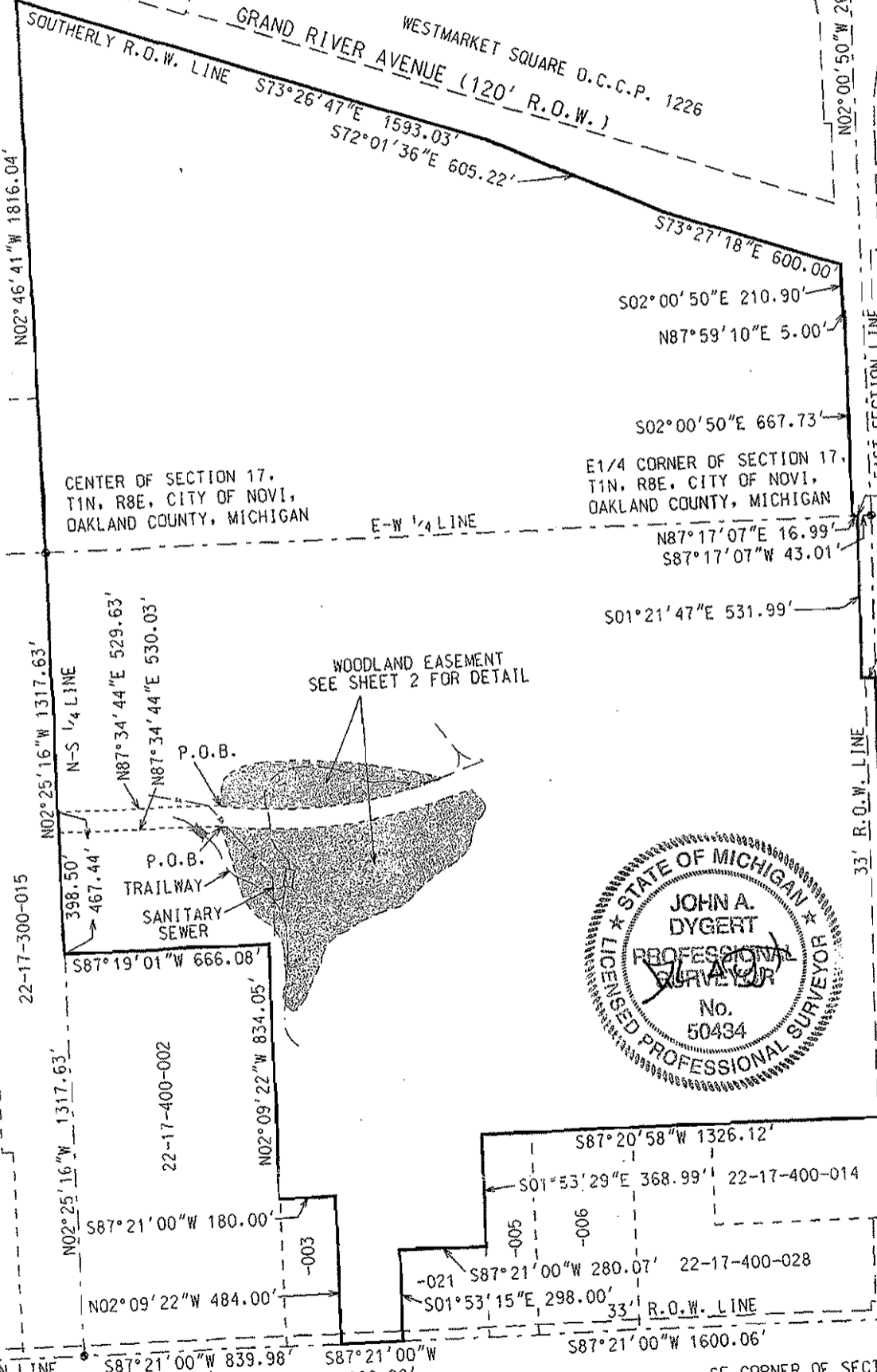
EXHIBIT "C"

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

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

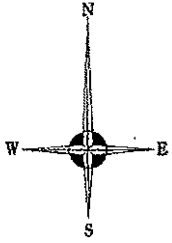
SE CORNER OF SECTION 17,
T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

PROVIDENCE PARKWAY RING ROAD

03-31-08 REMOVE NOTE 05-18-05 REVISED PER CITY OF NOVI	JOB NO. 20030652	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO. 1 OF 4
	DATE 04-01-05		

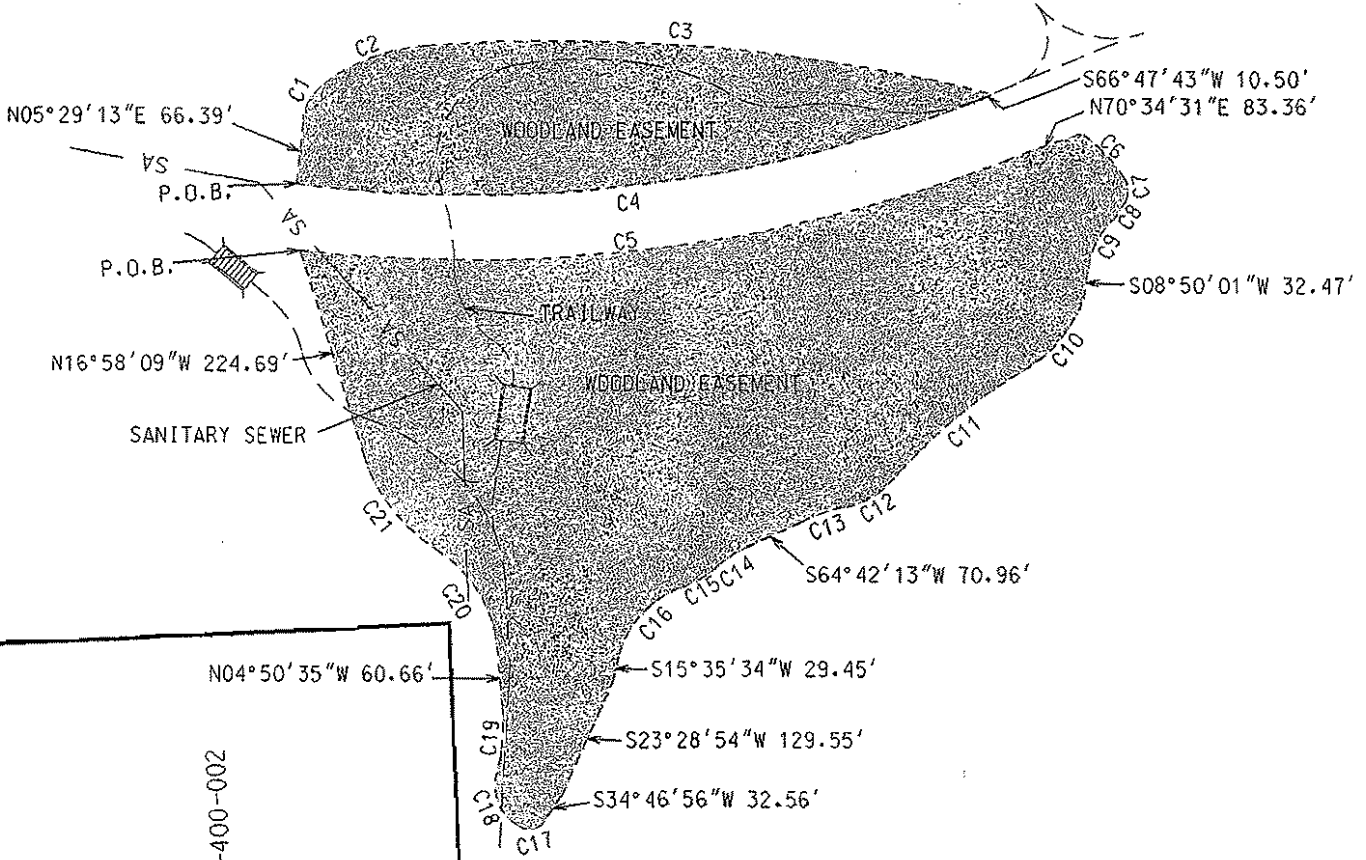
WOODLAND EASEMENT

EXHIBIT "C"



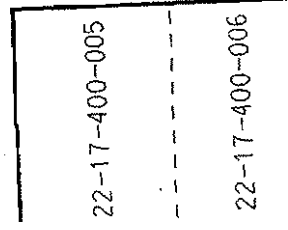
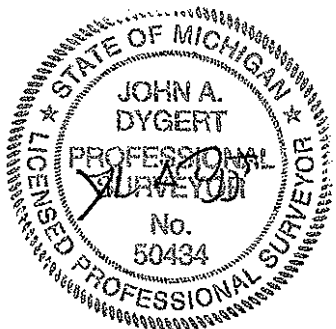
SCALE: 1" = 200'

C1 L=40.00' R=50.00' Δ=45°50'12" CH=N28°24'19"E 38.94'	C2 L=120.00' R=200.00' Δ=34°22'39" CH=N68°30'44"E 118.21'	C3 L=589.82' R=1839.82' Δ=18°22'05" CH=S85°06'54"E 587.30'	C4 L=723.30' R=1466.00' Δ=28°16'08" CH=S82°49'11"W 715.99'	C5 L=745.22' R=1534.00' Δ=27°50'03" CH=N82°36'10"E 737.91'
C6 L=62.45' R=175.00' Δ=20°26'45" CH=S42°46'10"E 62.12'	C7 L=25.00' R=25.00' Δ=57°17'45" CH=S03°53'55"E 23.97'	C8 L=25.00' R=75.00' Δ=19°05'55" CH=S34°17'55"W 24.88'	C9 L=55.00' R=90.00' Δ=35°00'51" CH=S26°20'27"W 54.15'	C10 L=100.00' R=150.00' Δ=38°11'50" CH=S39°28'20"W 98.16'
C11 L=185.78' R=600.00' Δ=17°44'26" CH=S49°42'02"W 185.04'	C12 L=50.00' R=75.00' Δ=38°11'50" CH=S59°55'44"W 49.08'	C13 L=50.00' R=200.00' Δ=14°19'26" CH=S71°51'56"W 49.87'		



22-17-400-002

C14 L=30.00' R=105.00' Δ=16°22'13" CH=S56°31'06"W 29.90'	C15 L=40.00' R=105.00' Δ=21°49'37" CH=S59°14'48"W 39.76'	C16 L=100.00' R=105.00' Δ=54°34'03" CH=S42°52'35"W 96.26'	C17 L=30.00' R=20.00' Δ=85°56'37" CH=S77°45'15"W 27.27'
C18 L=65.00' R=50.00' Δ=74°29'04" CH=N22°01'55"W 60.52'	C19 L=70.00' R=200.00' Δ=20°03'13" CH=N05°11'01"E 69.64'	C20 L=125.00' R=135.00' Δ=53°03'06" CH=N31°22'08"W 120.58'	C21 L=125.00' R=175.00' Δ=40°55'32" CH=N37°25'55"W 122.36'



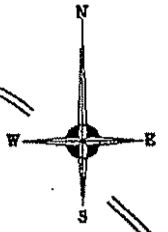
PROVIDENCE PARKWAY RING ROAD

JOB NO. 20030652	HUBBELL, ROTH & CLARK, INC.	SHEET NO. 2
DATE 04-01-05	CONSULTING ENGINEERS	OF 4
03-31-08 REMOVED NOTE 05-18-05 REVISED PER CITY OF NOVI	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824

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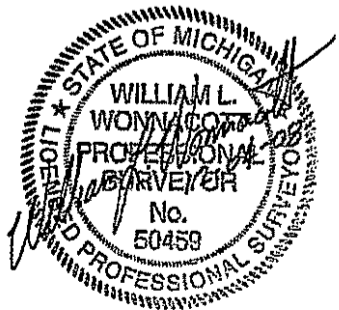
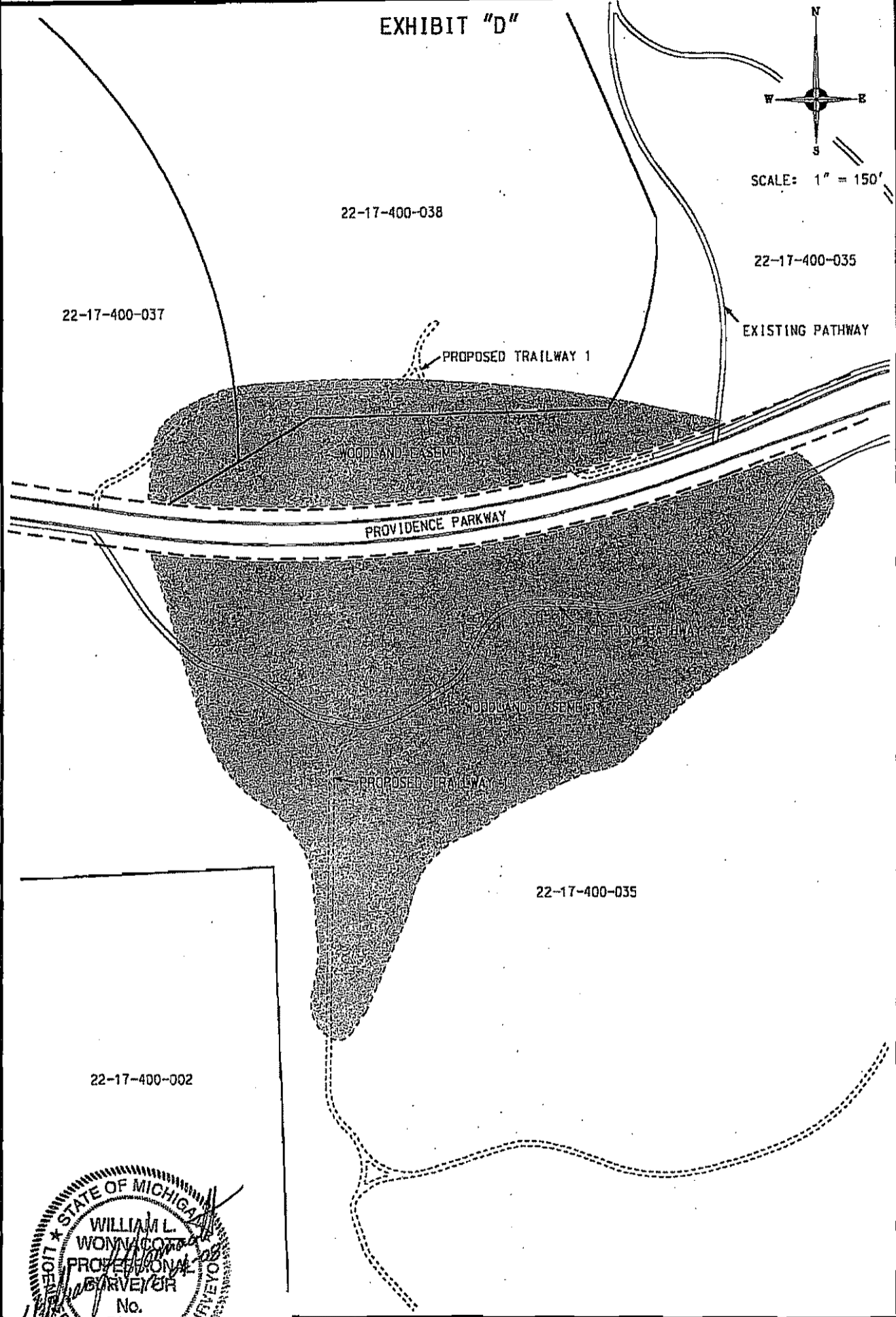
WOODLAND EASEMENT

EXHIBIT "D"



SCALE: 1" = 150'

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JOB NO. 20030652	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824	SHEET NO. 1
DATE 10-30-08		OF 1	