



CITY of NOVI CITY COUNCIL

Agenda Item G
March 9, 2009

SUBJECT: Approval of the Amended and Restated Storm Drainage Facility Maintenance Agreement for Providence Hospital to allow the vacation of a portion of the detention system easement.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *KA* *BC*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Providence Hospital is requesting an amendment to its Storm Drainage Facility Maintenance Agreement to vacate a portion of an existing detention system easement for one of the basins located adjacent to Grand River. It appears that when the agreement was developed an area adjacent to the storm water basin was unintentionally included in the detention system easement. It is possible that a temporary grading easement, or similar, required for the construction of the basin was inadvertently included in the permanent detention system easement. This portion of the easement currently interferes with a potential future development within Providence Park. The amended agreement and a location map have been included for reference.

The Engineering Division has confirmed that the portion of the easement to be vacated is not required for the operation and maintenance of the storm water management system. The City Attorney has reviewed the amended agreement and indicates that the terms of the agreement remain the same except for the revised detention system easement (see Beth Kudla letter dated February 5, 2009). If approved, the agreement shall be executed by the City, and recorded at the County by the City Clerk's Office.

RECOMMENDED ACTION: Approval of the Amended and Restated Storm Drainage Facility Maintenance Agreement for Providence Hospital to allow the vacation of a portion of the detention system easement.

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

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

Providence Hospital Detention Easement Vacation LOCATION MAP



52-1 District Court

Grand River Ave

Providence Pkwy

Approximate Location of
Easement to be vacated

CITY OF NOVI
ENGINEERING DIVISION
45175 W. TEN MILE RD.
NOVI, MI 48375-3024
(248) 347-0444
MAP AUTHOR: Ben Goy



1 INCH = 200 FEET

MAP PRINT DATE: 3/10/11

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was prepared 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. For more contact the City GIS Manager to confirm source and accurate information related to this map.

February 5, 2009

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

Rob Hayes, City Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Providence Hospital
Amended Storm Drainage Facility Maintenance Agreement
Our File No. 660030.NOVI**

Elizabeth M. Kudla
Direct: 248-539-2846
ekudla@secrestwardle.com

Dear Mr. Hayes:

Providence Hospital previously entered into a Storm Drainage Facility Maintenance Easement Agreement with the City on December 19, 2002. The Agreement was recorded at Liber 27873, Page 546, Oakland County Records. Providence Hospital has requested to amend the Agreement to eliminate a portion of the "Detention System Area" which was unintentionally included in the Agreement. A sketch of the area to be "vacated" by Providence Hospital from use as detention has been attached as "Exhibit C" to the Agreement.

Engineering has reviewed and approved the request of Providence Hospital to vacate the area.

Pursuant to Providence Hospital's request, and in accordance with Engineering's recommendation, we have prepared, and Providence Hospital and Medical Centers has executed, the enclosed "Amended and Restated Storm Drainage Facility Maintenance Agreement." The terms of the Amended Agreement remain the same in all respects except for the elimination of the portion of detention.

The Amended Agreement may be placed on an upcoming City Council Agenda for approval. Once approved, it should be executed by the City, and recorded at the County by the City Clerk's Office.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Original Enclosures)
Benjamin Croy, Civil Engineer
Gary Tressel, HRC
Richard Abbott, Esquire
Thomas R. Schultz, Esquire (w/Enclosures)

**AMENDED AND RESTATED STORM DRAINAGE FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 2009, by and between Providence Hospital and Medical Centers, Inc., a Michigan nonprofit corporation, the address of which is 16001 West Nine Mile Road, Southfield, Michigan 48075 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner of a certain parcel of land situated in Section 17 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A, (the "Property"). Owner constructed a medical facility known as Providence Hospital Novi Campus, (the "Development") on the Property.

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

C. On December 19, 2002, Owner and the City entered into a Storm Drainage Facility Maintenance Agreement (the "Maintenance Agreement"), requiring, the Owner, at its own expense, to perpetually preserve, maintain and repair, all storm drainage and detention facilities in the Development, including, but not limited to a "Detention System Area" as described and depicted on Exhibit B to the Maintenance Agreement. The Maintenance Agreement is recorded at Liber 27873, Page 546, Oakland County Records. The Maintenance Agreement is attached as Exhibit B.

D. The Owner indicates that a portion of property was mistakenly included in the area described in the Maintenance Agreement as "the Detention System Area." Owner has requested and the City has agreed, to delete that portion of property from the description of the "Detention System Area" as the City has confirmed that the area is not necessary to manage storm water in the Development. The Owner and the City intend to vacate and cease use of that portion of property to be vacated (the "Vacated Area"). The Vacated Area is described on the attached and incorporated Exhibit C.

E. In order to release the Vacated Area from the obligations of preservation, maintenance and repair pursuant to the Maintenance Agreement, the Owner and the City hereby terminate the Maintenance Agreement, attached as Exhibit B, dated December 19, 2002, and enter into this Amended and Restated Storm Drainage Facility Maintenance Agreement (the "Amended

Agreement"). This Amended Agreement shall, in all respects, supersede the December 19, 2002 Maintenance Agreement.

F. Owner previously submitted, and the City previously approved, Owner's Application for a FEMA Letter of Map Revision ("LOMR"). This Amended Agreement is required, in part, as a result of the previously approved LOMR.

NOW, THEREFORE, the Owner, hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage and detention facilities on the Property, including the amended "Detention System Area" described in the attached and incorporated Exhibit D, insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained in good working order.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this Amended Agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage and detention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty (20%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The City of Novi shall periodically verify, that the Owner complies with the following maintenance guidelines for the Detention System Area:

- 1) The Owner shall check the pond outlets in accordance with a regular schedule and clean when necessary, in accordance with all applicable laws and ordinances, to ensure that the facilities continue to function as intended.
- 2) The Owner shall check the banks and bottom of the pond for erosion in accordance with a regular schedule and correct when necessary in accordance with all applicable laws and ordinances to ensure that the facilities continue to function as intended.

3) The Owner shall remove sediment from the pond when accumulation reaches 6 inches or its re-suspension is observed.

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

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

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

IN WITNESS WHEREOF, Owner and the City have executed this Agreement as at the day and year first above set forth.

OWNER

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

Richard Abbott Real Estate Director
By, Its:

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 5th day of February 2009, by Richard Abbott, as the REAL ESTATE DIRECTOR of Providence Hospital

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

Exhibit A
The "Property"

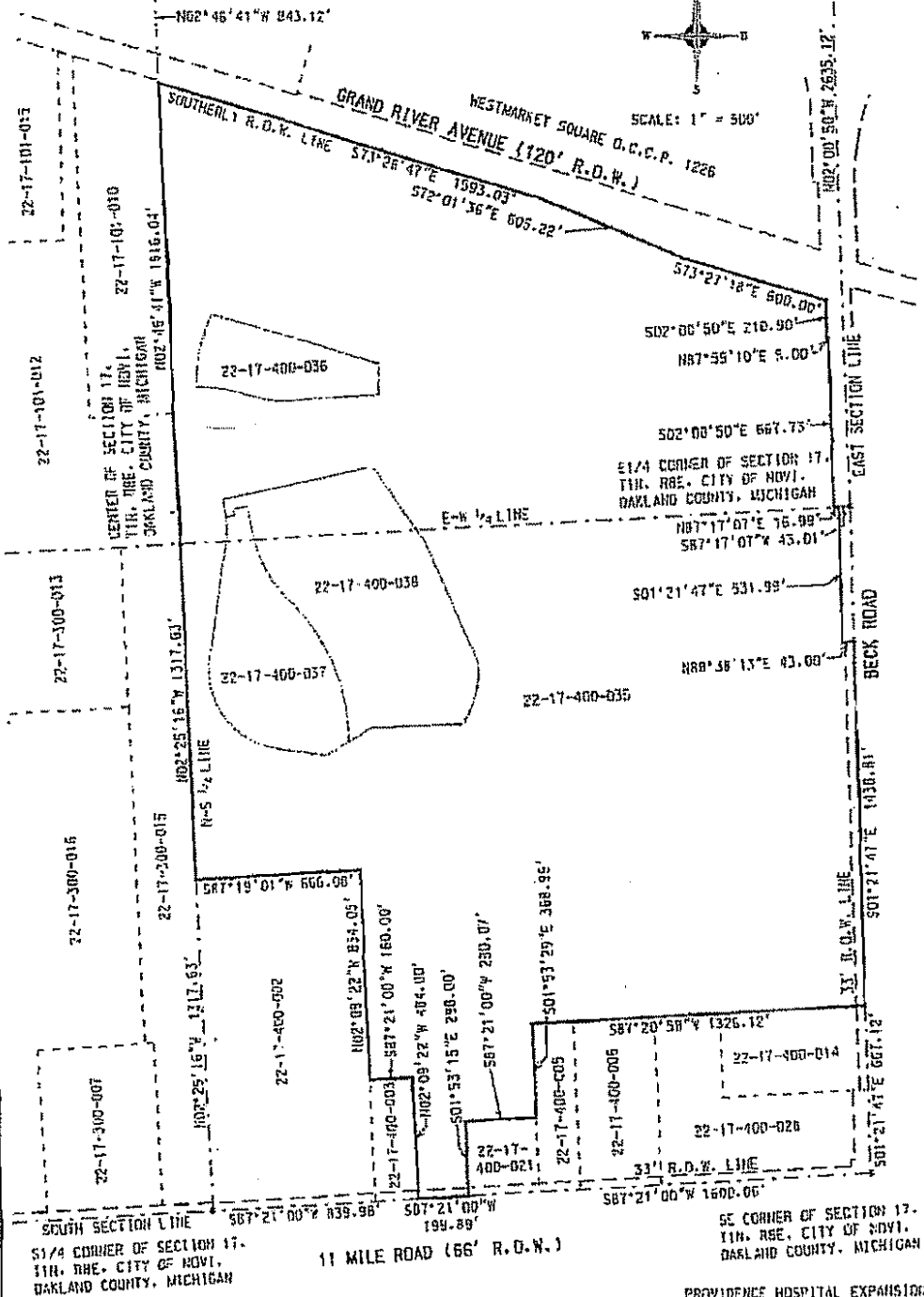
SKETCH OF PROPERTY

N 1/4 CORNER OF SECTION 17,
T1N. R2E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

NE CORNER OF SECTION 17,
T1N. R2E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN



SCALE: 1" = 500'



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

PROVIDENCE HOSPITAL EXPANSION

JOB NO. 20050480	HUBBELL, ROTH & CLARK, INC.	SHEET NO. 1
DATE 02-03-09	CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	OF 5
	P.O. BOX 824 48303-0824	

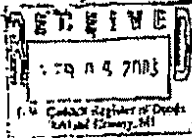
DESCRIPTION OF PROPERTY (PROVIDENCE HOSPITAL)

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 12 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 665.08 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 1516.04 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.

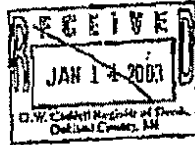
Said parcel contains 198.15 acres, more or less.

Exhibit B
The "Maintenance Agreement"



LIBER 27873 PAGE 546

51743
LIBER 27873 PAGE 546
117.01 BULK STORAGE
17.00 RETENTION
12/01/2003 11:27:29 A.M. RECEIVED
51743 - RECEIVED - BULK STORAGE
C. WILLIAM GREENE, REGISTERED PROFESSIONAL ENGINEER



**STORM DRAINAGE FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this 14 day of DEC, 2002, by and between Providence Hospital and Medical Center, Inc., a Michigan nonprofit corporation ("Owner"), the address of which is 1600 West Nine Mile Road, Southfield, Michigan 48075, and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 ("City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A, (the "Property"). Owner has constructed a medical facility known as Providence Hospital-
Novi Campus ("Development") on the Property.

7P
R



B. The Development is serviced by certain storm drainage, detention and/or retention facilities including but not limited to a detention basin located on land described on the attached and incorporated Exhibit B (the "Detention System Area") for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

C. Owner has submitted an application for a FEMA Letter of Map Revisions ("LOMR"), the approval of which requires that the City sign off and give its approval to the LOMR application.

D. As a condition of granting its approval to the LOMR application, the City requires the Owner to enter into this Storm Drainage Facility Maintenance Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the City's approval of the Owner's LOMR application which is hereby acknowledged and granted by the City, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage and detention facilities on the Property and Detention System Area which are part of the system, to insure that the same continue to function in good working order. The Owner shall establish a regular and systematic program of maintenance for such facilities and areas to insure that the physical and operating condition of such areas and facilities shall be preserved and maintained in good working order.

OK-OK

Consent

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

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

IN WITNESS WHEREOF, Owner and City have executed this Agreement as of the day and year first above set forth.

"OWNER"

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

By: Robert Caslou

Robert Caslou

Its: President

"CITY"

CITY OF NOVI, a Michigan municipal corporation

By: Richard J. Clark

RICHARD J. CLARK

Its: Mayor

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

On this 1st day of Sept, 2002, before me personally appeared Robert Caslou, President of Providence Hospital and Medical Centers, Inc., a Michigan nonprofit corporation, and acknowledged that he executed the foregoing instrument on behalf of said corporation.

Zeida H. Neal
Notary Public
County, Michigan
My commission expires: 11/2/04

ZEIDA H. NEAL
NOTARY PUBLIC STATE OF MI
MY COMMISSION EXPIRES 11/2/04
ACTING IN OAKLAND COUNTY, MI

EXHIBIT A

DESCRIPTION OF PROPERTY (PROVIDENCE HOSPITAL)

Part of the Northeast 1/4 and Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: beginning at the East 1/4 corner of said Section; thence South 01 degree 21 minutes 47 seconds East 1971.81 feet along the East line of said Section and Back Road; thence South 87 degree 20 minutes 58 seconds West 1328.12 feet; thence South 01 degree 53 minutes 29 seconds East 348.89 feet; thence South 87 degree 21 minutes 00 seconds West 280.07 feet; thence South 01 degree 53 minutes 15 seconds East 288.00 feet to the South line of said Section 17 and Eleven Mile Road; thence South 87 degree 21 minutes 00 seconds West 198.89 feet along the South line of said Section 17 and Eleven Mile Road; thence North 02 degree 00 minutes 22 seconds West 484.00 feet; thence South 87 degree 21 minutes 00 seconds West 180.00 feet; thence North 02 degree 09 minutes 22 seconds West 634.25 feet; thence South 87 degree 10 minutes 01 seconds West 666.88 feet to the North-South 1/2 line of said Section 17; thence North 02 degree 25 minutes 16 seconds West 1347.53 feet along said North-South 1/2 line to the center of said Section 17; thence North 02 degree 46 minutes 39 seconds West 1827.12 feet to the Southerly right-of-way line of Grand River Avenue (100 feet wide); thence South 73 degree 26 minutes 47 seconds East 2152.31 feet along the Southerly right-of-way line of said Grand River Avenue; thence South 73 degree 27 minutes 18 seconds East 709.44 feet, continuing along said Southerly right-of-way line of Grand River Avenue, to the East line of said Section 17; thence South 02 degree 00 minutes 30 seconds East 882.93 feet along the East line of said Section 17 and Back Road to the East 1/4 corner of said Section 17 and the Point of Beginning. Said property contains 200.92 acres, more or less, and is subject to the following: the rights of the public in that Southerly portion of said Grand River Avenue, that Westerly portion of said Back Road and that Northerly portion of said Eleven Mile Road set aside for right-of-way purposes and future right-of-way purposes; all restrictions, reservations, and assessments of record.

22-17-251-001-NE1/4
 22-17-400-027
 " 020
 " 025
 " 026
 " 011
 " 012
 " 013
 " 016
 " 017
 " 022
 SE1/4

EXHIBIT BDESCRIPTION OF STORM WATER DETENTION SYSTEM AREA (PROVIDENCE PARK)

Part of the Northeast ¼ of Section 17, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northeast corner of said Section 17; thence South 02 degrees 00 minutes 50 seconds East 1763.34 feet along the east line of said Section 17 to a point of intersection with the Southerly right of way line of Grand River Avenue (120 foot right of way, proposed) extended; thence along the Southerly right of way line of said Grand River Avenue the following two (2) courses: (1) North 73 degrees 27 minutes 18 seconds West 712.82 feet and (2) North 73 degrees 26 minutes 47 seconds West 160.69 feet to the POINT OF BEGINNING; thence South 16 degrees 33 minutes 13 seconds West 50.47 feet; thence South 50 degrees 23 minutes 54 seconds West 45.31 feet; thence South 81 degrees 37 minutes 53 seconds West 35.14 feet; thence North 85 degrees 10 minutes 53 seconds West 140.96 feet; thence North 79 degrees 39 minutes West 230.87 feet; thence North 16 degrees 33 minutes 13 seconds East 71.21 feet; thence North 73 degrees 25 minutes 23 seconds West 80.60 feet; thence South 16 degrees 33 minutes 13 seconds West 82.16 feet; thence North 79 degrees 05 minutes 04 seconds West 393.39 feet; thence North 53 degrees 29 minutes 04 seconds West 395.31 feet; thence North 83 degrees 39 minutes 23 seconds West 114.15 feet; thence South 33 degrees 43 minutes 34 seconds West 68.79 feet; thence South 81 degrees 21 minutes 27 seconds West 58.46 feet; thence North 84 degrees 31 minutes 45 seconds West 49.27 feet; thence North 40 degrees 04 minutes 00 seconds West 119.26 feet; North 34 degrees 39 minutes 32 seconds West 64.93 feet; thence North 87 degrees 27 minutes 56 seconds West 56.44 feet; thence North 76 degrees 00 minutes 17 seconds West 65.76 feet; thence North 16 degrees 33 minutes 13 seconds East 70.29 feet to the Southerly right of way line of said Grand River Avenue; thence South 73 degrees 26 minutes 47 seconds East 1268.82 feet along the Southerly right of way line of said Grand River Avenue; thence South 16 degrees 33 minutes 13 seconds West 81.10 feet; thence South 73 degrees 25 minutes 23 seconds East 80.60 feet; thence North 16 degrees 33 minutes 13 seconds East 81.13 feet to the Southerly right of way line of said Grand River Avenue; thence South 73 degrees 26 minutes 47 seconds East 442.84 feet along the Southerly right of way line of said Grand River Avenue to the POINT OF BEGINNING.

22-17-251-001

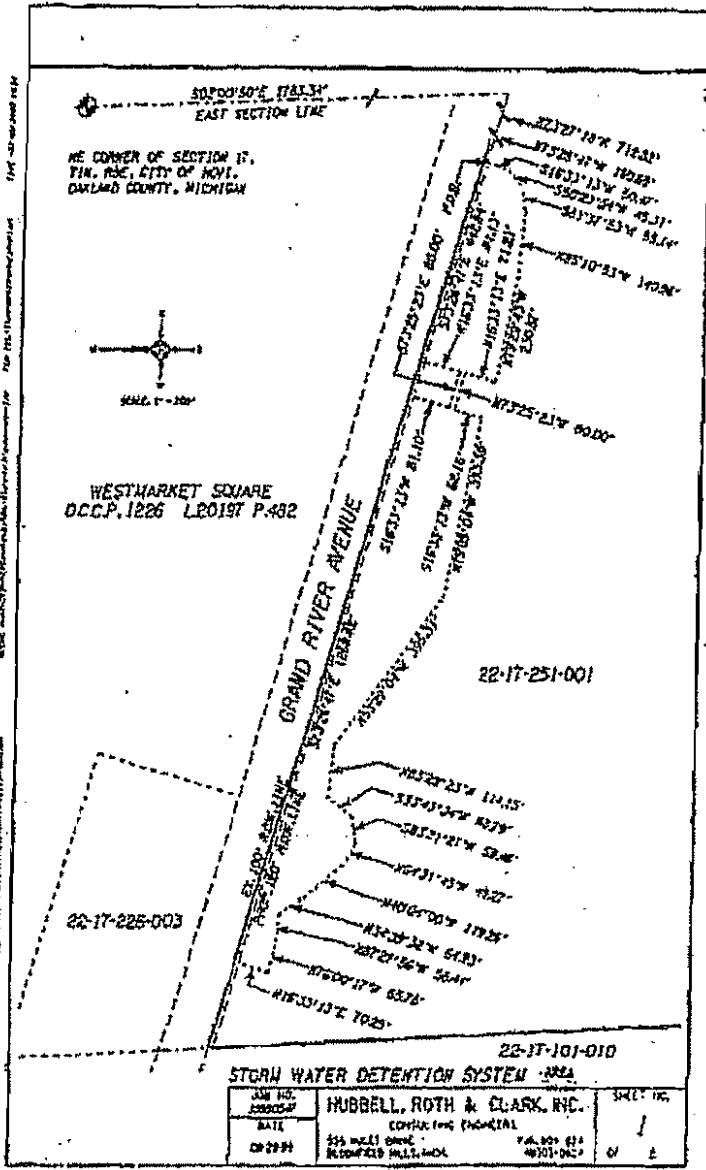
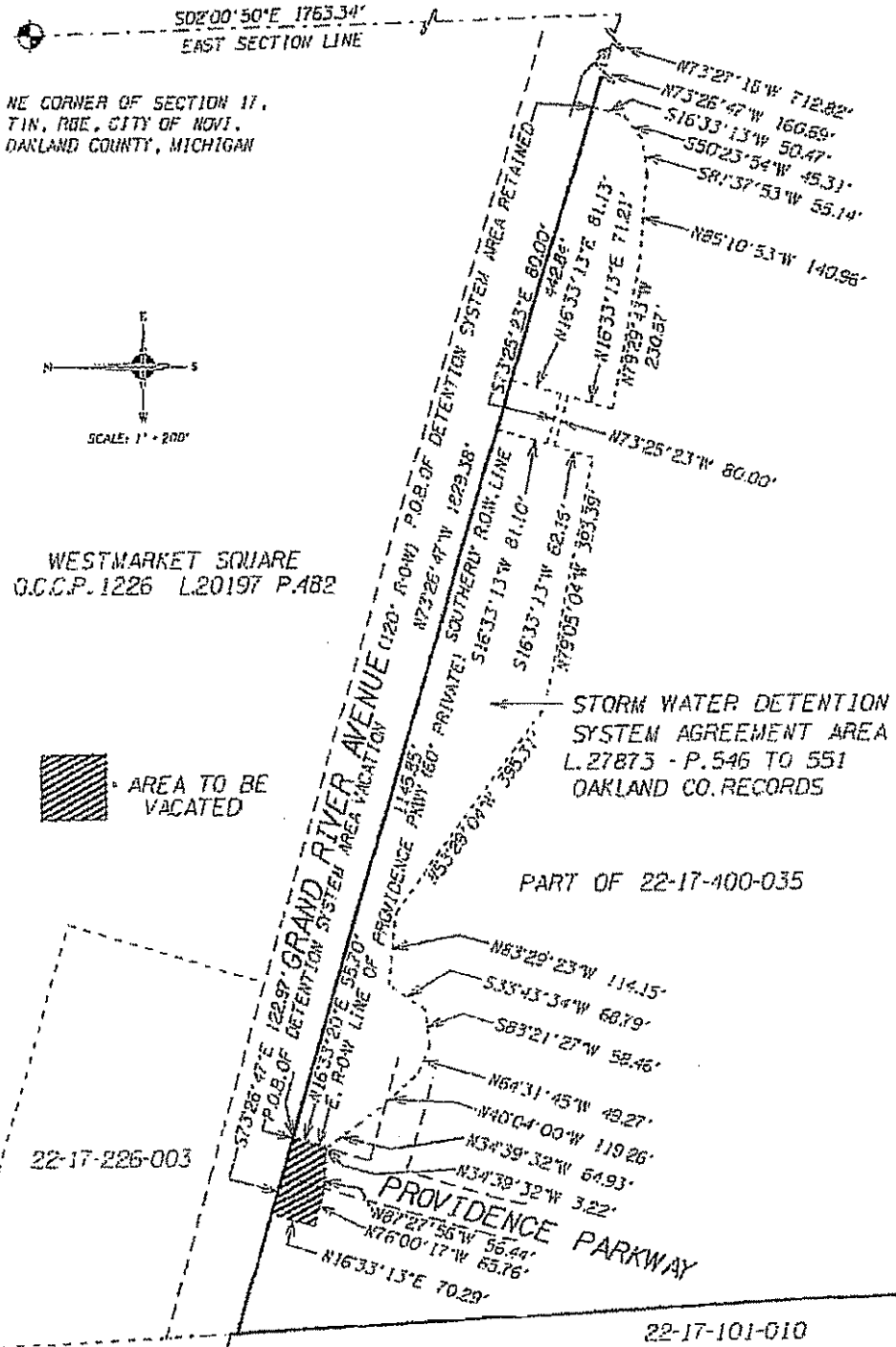


Exhibit C
The "Vacated Area"

SKETCH OF VACATION



PER THE INFORMATION OF THE PUBLIC, THIS SKETCH IS NOT A FINAL SURVEY. IT IS A PRELIMINARY SKETCH AND SHOULD NOT BE USED FOR ANY PURPOSES WITHOUT THE ASSISTANCE OF A LICENSED SURVEYOR.

JOB NO. TBD	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS	SHEET NO. 1
DATE 01-09-2009	555 WILET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 524 48303-0524	OF 5

TBD
storm water detention agreement vacated
GMC 01-12-2009

DESCRIPTION OF STORM WATER DETENTION SYSTEM AGREEMENT TO BE
VACATED (PROVIDENCE PARK)

Part of the Northeast ¼ of Section 17, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northeast corner of said Section 17; thence South 02 degrees 00 minutes 50 seconds East 1763.34 feet along the east line of said Section 17 to a point of intersection with the Southerly right of way line of Grand River Avenue (120 foot wide public right of way) extended; thence along the Southerly right of way line of said Grand River Avenue the following two (2) courses: (1) North 73 degrees 27 minutes 18 seconds West 712.82 feet and (2) North 73 degrees 26 minutes 47 seconds West 1,829.38 feet to the POINT OF BEGINNING and to the East right of way line of Providence Parkway (60 foot wide private right of way); thence along said right of way South 16 degrees 33 minutes 20 seconds West 55.70 feet; thence North 34 degrees 39 minutes 32 seconds West 3.22 feet; thence North 87 degrees 27 minutes 56 seconds West 56.44 feet; thence North 76 degrees 00 minutes 17 seconds West 65.76 feet; thence North 16 degrees 33 minutes 13 seconds East 70.29 feet to the southerly right of way of said Grand River Avenue; thence South 73 degrees 26 minutes 47 seconds East 122.97 feet along the Southerly right of way line of said Grand River Avenue to the POINT OF BEGINNING. Said easement contains 0.1830 acres, more or less.

Exhibit D
The "Detention System Area"

C:\Nrporth\manage\BKUDLA\1184886_1.DOC

SKETCH OF DETENTION AREA

50°20'50"E 1763.34'
EAST SECTION LINE

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



SCALE: 1" = 200'

WEST MARKET SQUARE
O.C.C.P. 1226 L2019T P.482

GRAND RIVER AVENUE (120' R.O.W.)
SOUTHERLY ROW LINE
PROVIDENCE PARKWAY (80' PRIVATE)

PART OF 22-17-400-035

22-17-226-003

PROVIDENCE PARKWAY

22-17-101-010

STORM WATER DETENTION SYSTEMS AREA

JOB NO. TBD	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLDGFIELD HILLS, INCH.	P.O. BOX 824 48303-0824	SHEET NO.
DATE 01-PR-2009			1 OF 2

TBD
New storm water detention agreement
GMC 01-28-2009

DESCRIPTION OF STORM WATER DETENTION SYSTEM AREA (PROVIDENCE PARK)

Part of the Northeast ¼ of Section 17, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northeast corner of said Section 17; thence South 02 degrees 00 minutes 50 seconds East 1763.34 feet along the east line of said Section 17 to a point of intersection with the Southerly right of way line of Grand River Avenue (120 foot wide public right of way) extended; thence along the Southerly right of way line of said Grand River Avenue the following two (2) courses: (1) North 73 degrees 27 minutes 18 seconds West 712.52 feet and (2) North 73 degrees 26 minutes 47 seconds West 160.69 feet to the POINT OF BEGINNING; thence South 16 degrees 33 minutes 13 seconds West 50.47 feet; thence South 50 degrees 23 minutes 54 seconds West 45.31 feet; thence South 81 degrees 37 minutes 53 seconds West 55.14 feet; thence North 85 degrees 10 minutes 53 seconds West 140.96 feet; thence North 79 degrees 29 minutes 43 seconds West 230.87 feet; thence North 16 degrees 33 minutes 13 seconds East 71.21 feet; thence North 73 degrees 25 minutes 23 seconds West 80.00 feet; thence South 16 degrees 33 minutes 13 seconds West 62.16 feet; thence North 79 degrees 05 minutes 04 seconds West 393.39 feet; thence North 53 degrees 29 minutes 04 seconds West 395.31 feet; thence North 83 degrees 29 minutes 23 seconds West 114.15 feet; thence South 33 degrees 43 minutes 34 seconds West 68.79 feet; thence South 83 degrees 21 minutes 27 seconds West 58.46 feet; thence North 64 degrees 31 minutes 45 seconds West 49.27 feet; thence North 40 degrees 04 minutes 00 seconds West 119.26 feet; thence North 34 degrees 39 minutes 32 seconds West 64.93 feet; to the East right of way line of Providence Parkway (60 foot wide private right of way); thence along said Providence Parkway right of way North 16 degrees 33 minutes 20 seconds East 55.70 feet to the Southerly right of way line of said Grand River Avenue; thence South 73 degrees 26 minutes 47 seconds East 1145.85 feet along the Southerly right of way line of said Grand River Avenue; thence South 16 degrees 33 minutes 13 seconds West 81.10 feet; thence South 73 degrees 25 minutes 23 seconds East 80.00 feet; thence North 16 degrees 33 minutes 13 seconds East 81.13 feet to the Southerly right of way line of said Grand River Avenue; thence South 73 degrees 26 minutes 47 seconds East 442.84 feet along the Southerly right of way line of said Grand River Avenue to the POINT OF BEGINNING. Said area contains 5.0034 acres, more or less.