



CITY of NOVI CITY COUNCIL

Agenda Item I
March 26, 2018

SUBJECT: Acceptance of a Storm Drainage Facility Maintenance Easement Agreement, acceptance of a Warranty Deed for additional right-of-way along Eleven Mile Road, and acceptance of a sidewalk easement as part of the Campus Technology Park (formerly known as Meadowbridge Park Condominium) development located on the north side of Eleven Mile Road and east of Meadowbrook Road (Parcel 22-13-352-001,-002,-003,-004).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Approximately 10 years ago, Bridge Centre, LLC was the developer of the Campus Technology Park located on the north side of Eleven Mile Road and east of Meadowbrook Road. The developer had requested approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the Campus Technology Park development. Additionally, the developer was offering the donation of a variable width right-of-way for Eleven Mile Road and a sidewalk easement for sidewalks outside of the Eleven Mile Road right-of-way, as approved on the Campus Technology Park site plan. Unfortunately, all aforementioned documents were inadvertently misfiled and never presented to City Council for approval.

The SDFMEA is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance of the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner. In this particular case, the property owner owns and agrees to maintain the storm water detention basin and is providing an access easement to the basin. The owner is also responsible for maintaining the pipes, manholes, and open channels leading to and from the on-site storm water system.

The warranty deed for the additional right-of-way along Eleven Mile Road dedicates a variable width right-of-way for Eleven Mile Road along a portion of the frontage of the Campus Technology Park. The sidewalk easement includes the portions of the constructed sidewalk that are located outside of the proposed Eleven Mile Road right-of way.

The enclosed agreement, warranty deed, and easement have been favorably reviewed by the City Attorney (Beth Kudla, December 19, 2007) and are recommended for approval.

RECOMMENDED ACTION: Acceptance of a Storm Drainage Facility Maintenance Easement Agreement, acceptance of a Warranty Deed for additional right-of-way along Eleven Mile Road, and acceptance of a sidewalk easement as part of the Campus Technology Park (formerly known as Meadowbridge Park Condominium) development located on the north side of Eleven Mile Road and east of Meadowbrook Road (Parcel 22-13-352-001,-002,-003,-004).

Campus Tech Park

Location Map

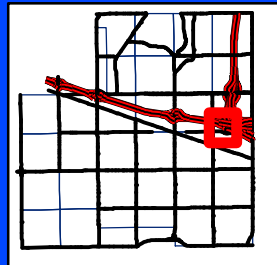


Map Author: Theresa Bridges
 Date: March 13, 2018
 Project:
 Version #:

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

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



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



1 inch = 472 feet



December 19, 2007

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
bkudla@secretwardle.com

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

**Re: Campus Tech Park
Utilities Review for Acceptance
Our File No. 660035.NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents regarding the Campus Tech Park Property:

- Sanitary Sewer System Easement
- Water System Easement
- Storm Drainage Facility Maintenance Easement Agreement
- Bill of Sale (Water and Sanitary Sewer Facilities)
- Commitment for Title Insurance
- Maintenance and Guarantee Bond
- Ingress/Egress Easements (Meadowbridge Park Condominium)
- Warranty Deed (Eleven Mile Road Right of Way)
- Sidewalk Easement
- Fourth Amendment to Master Deed (includes Ingress/Egress Easement over Bridge Street for Campus Tech, storm water easement for Campus Tech, storm water easement over Campus Tech)

We have the following comments relating to the above-named documents:

The developer of the Campus Tech Park Condominium, Bridge Centre, LLC, seeks to convey the Water and Sanitary Sewer System Easements and corresponding utility facilities for the purpose of public operation, maintenance, repair and replacement over, upon and through the subject property located in Section 22 of the City, to the City of Novi. Our office has reviewed and approved the format and language of the Water and Sanitary Sewer System Easements and the corresponding Bill of Sale. Subject to the City's Engineering Consultants review and approval of the attached Exhibits, we approve the above named documents in their current format.

We also approve the Storm Drainage Facility Maintenance Easement Agreement, and Sidewalk Easement which both contain the City's standard terms, subject to the City's Engineering Consultant's approval of the attached Exhibits.

Additionally, the developer of the Campus Tech Park Condominium and the Meadowbridge Park Condominium Association have conveyed each other storm sewer easements over each one's property for the benefit of the other. The storm sewer easements are contained in the Fourth Amendment to Master Deed (Meadowbridge Park) a copy of which is enclosed. It is unclear whether this document has been provided to and reviewed by the City's Consulting Engineer. Our approval of the form and content is subject to the City Consulting Engineer's approval of the legal descriptions describing the easement areas.

Bridge Centre, LLC, has provided the adjacent Meadowbridge Park Association ingress and egress access over the Campus Tech Property, subject to the City Engineering Consultant's review and approval of the exhibits.

Subject to engineering approval of the attached exhibits, an acceptable Warranty Deed for the adjacent Eleven Mile Road Right of Way has been provided.

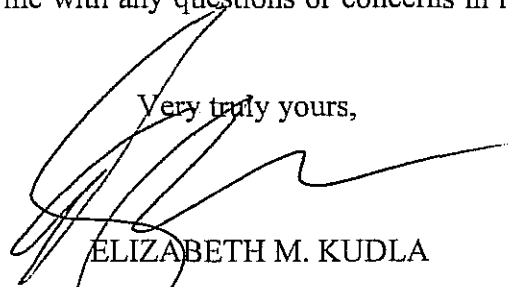
The title commitment for the Bridge Centre Property shows that Unit 1 of Campus Tech Park has been conveyed to Campus Tech Holdings, LLC. Because Article X of the Master Deed establishing the condominium provides that the Developer retains the right to convey easements over the project until all units are sold, no additional documents are required from Campus Tech Holdings, LLC to complete the conveyances above. With the mortgagee "consents" from LaSalle Bank, all parties with an interest in the property have properly executed the documents.

Except for the Fourth Amendment to Master Deed, which is already recorded, all original documents are enclosed with the City Clerk's copy of this report. Once the facilities and corresponding easement are approved and accepted by *Acknowledgement of the City Engineer*, the original Water and Sanitary Sewer System Easements, and the Ingress/Egress Easement, and the should be recorded with the Oakland County Register of Deeds. The Warranty Deed, Sidewalk Easement, and Storm Drainage Facility Maintenance Easement Agreement should be placed on an upcoming City Council Agenda for approval. Once approved and/or accepted, those documents should also be recorded with the County. The Bill of Sale, Maintenance and Guarantee Bond, and the Title Insurance should be maintained in the City's file.

Rob Hayes, City Engineer
December 19, 2007
Page 3

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)
Marina Neumaier, Assistant Finance Director (w/ Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/ Enclosures)
Sarah Marchioni, Building Department (w/ Enclosures)
Sheila Weber, Finance Department (w/Enclosures)
David Bluhm, Spalding DeDecker (w/Enclosures)
C. Kim Shierk, Esq. (w/Enclosures)
Thomas R. Schultz, Esquire (w/ Enclosures)

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Bridge Centre, LLC, a Michigan limited liability company, whose address is 27750 Middlebelt Road, Suite 100, Farmington Hills, Michigan 48334, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526(a) a permanent easement for a public walkway over across and through property located in Section 13, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

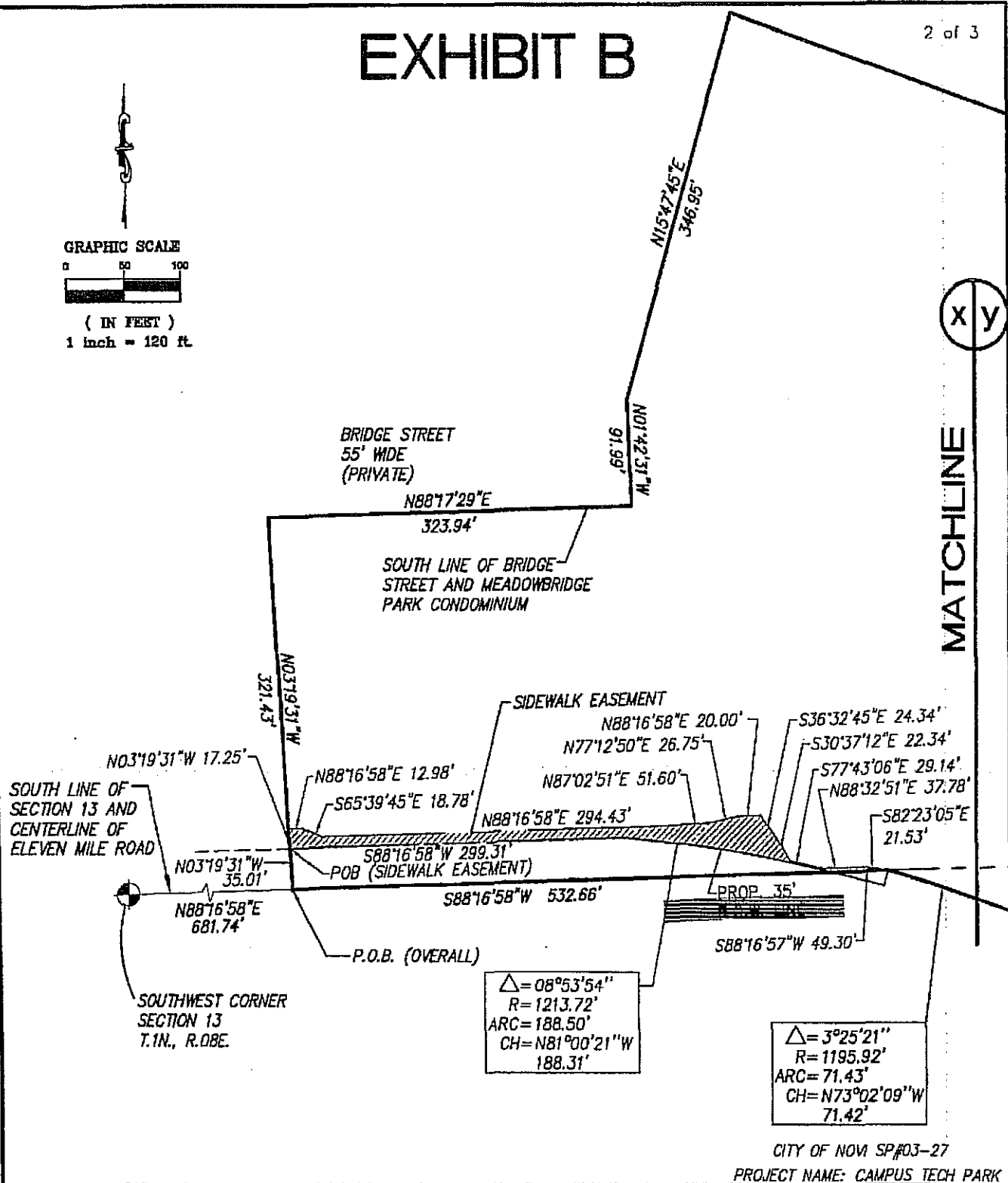
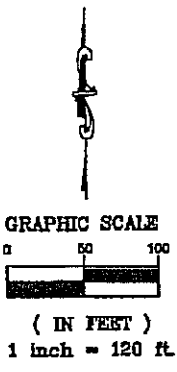
Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a).

EXHIBIT A

Land situated in the City of Novi, Oakland County, Michigan, described as:

A parcel of land located in and being a part of the Southwest 1/4 of Section 13 and the Northwest 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being described as follows: commencing at the Southwest corner of said Section 13; thence North 88 degrees 16 minutes 58 seconds East 681.74 feet along the South line of Section 13 to the point of beginning; thence North 03 degrees 19 minutes 31 seconds West 321.43 feet; thence North 88 degrees 17 minutes 29 seconds East 323.94 feet along the South line of Meadowbridge Park Condominium, said condominium being Oakland County Condominium Plan No. 662, said line being the South line of Bridge Street (55 feet wide - private); thence North 01 degrees 42 minutes 31 seconds West 91.99 feet; thence North 15 degrees 47 minutes 45 seconds East 346.95 feet along the East line of Unit 2 of said Meadowbridge Park Condominium and continuing along the East line of the Expandable Area of said Meadowbridge Park Condominium; thence South 70 degrees 12 minutes 08 seconds East 587.51 feet along the South line of Highway I-96; thence South 19 degrees 47 minutes 52 seconds West 241.52 feet along the Westerly line of the M-5/I-96 Interchange, as recorded in Liber 14888, Page 898 Oakland County Records; thence the following two courses along the Westerly line of the M-5/I-96 Interchange, South 05 degrees 13 minutes 41 seconds East 270.64 feet and South 49 degrees 13 minutes 35 seconds East 50.08 feet to the South line of Section 13, said point being South 88 degrees 16 minutes 58 seconds West 1114.45 feet from the South 1/4 corner of Section 13; thence continuing South 49 degrees 13 minutes 35 seconds East 233.90 feet; thence South 02 degrees 29 minutes 25 seconds West 5.41 feet to the Northerly line of relocated 11 Mile Road (100 feet total width); thence the following 3 courses along the Northerly line of relocated 11 Mile Road: 1) 309.61 feet along a curve to the right, delta = 16 degrees 11 minutes 17 seconds, radius = 1095.82 feet, chord = North 79 degrees 24 minutes 59 seconds West 308.58 feet; 2) North 71 degrees 19 minutes 22 seconds West 214.56 feet; 3) 71.43 feet along a curve to the left, delta = 3 degrees 25 minutes 21 seconds, radius = 1195.92 feet, chord = North 73 degrees 02 minutes 09 seconds West 71.42 feet to the South line of Section 13; thence South 88 degrees 16 minutes 58 seconds West 532.66 feet along the South line of Section 13 to the point of beginning. Containing 11.8994 acres of land.

EXHIBIT B



$\Delta = 08^{\circ}53'54''$
 $R = 1213.72'$
 $ARC = 188.50'$
 $CH = N81^{\circ}00'21''W$
 $188.31'$

$\Delta = 3^{\circ}25'21''$
 $R = 1195.92'$
 $ARC = 71.43'$
 $CH = N73^{\circ}02'09''W$
 $71.42'$

CITY OF NOVI SP#03-27
PROJECT NAME: CAMPUS TECH PARK



SPALDING DeDECKER ASSOCIATES, INC.
ENGINEERS SURVEYORS
905 SOUTH BLVD. EAST
ROCHESTER HILLS, MI 48307
PH: (248) 844-5400 FAX: (248) 844-5404
www.spaldingdedecker.com

DRAWN: PJK	DATE: 12-09-05
CHECKED: PJK	DATE: 12-09-05
MANAGER: TJS	SCALE: 1:120
JOB No. DV02-042	SHEET: 2 OF 3
SECTION 13 & 24 TOWN 01	NORTH RANGE 08 EAST
CITY OF NOVI	OAKLAND COUNTY, MI

Engineering & Surveying Excellence
Since 1954

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Bridge Centre, LLC, a Michigan limited liability company, (AGrantor@), the address of which is 27750 Middlebelt Road, Suite 100, Farmington Hills, Michigan 48334, hereby conveys and warrants to CITY OF NOVI, a Michigan Municipal Corporation (AGrantee@), the address of which is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, Oakland County, State of Michigan, to wit:

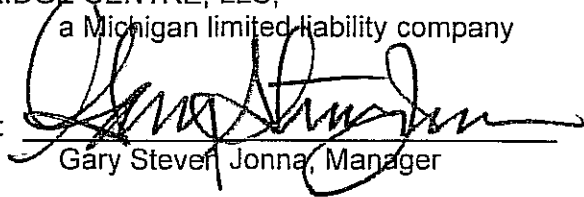
See Exhibits A and B attached hereto,

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the some of One and no/100 (\$1.00) Dollars.

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARMLAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

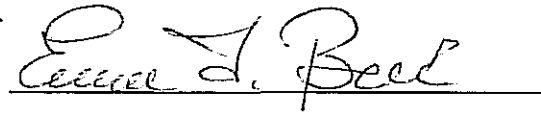
Dated this 19th day of October, 2007.

BRIDGE CENTRE, LLC,
a Michigan limited liability company

By: 
Gary Steven Jonna, Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 19th day of October, 2007, the foregoing was acknowledged before me in the County of Oakland, Michigan, by Gary Steven Jonna, Manager of Bridge Centre, LLC, a Michigan limited liability company, on behalf of the company.



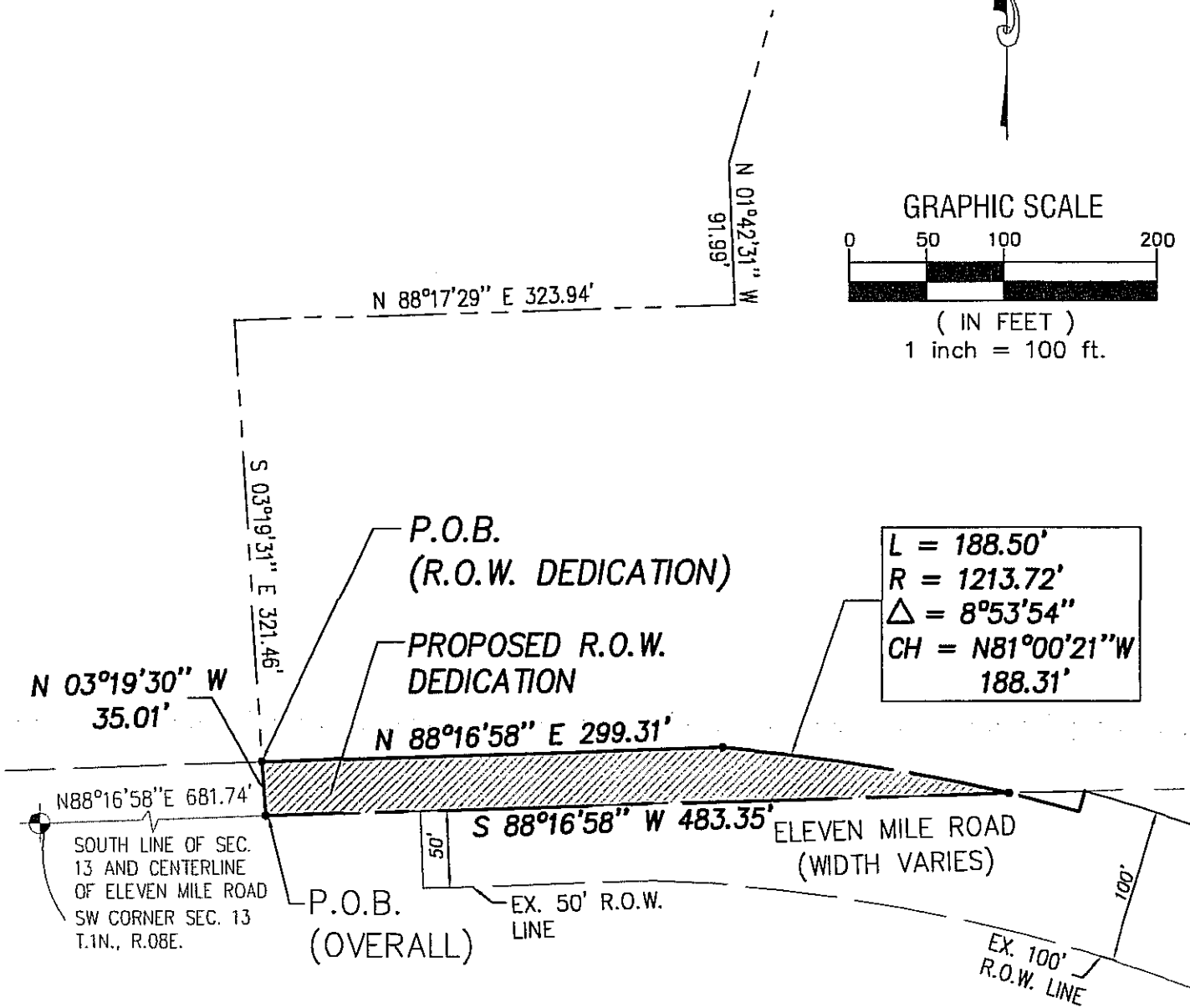
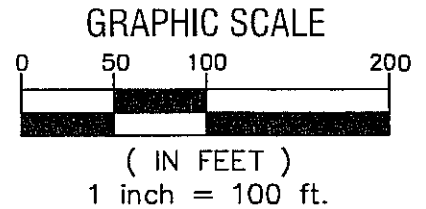
Notary Public, Oakland County, MI
My commission expires: 4/26/13
Acting in the County of Oakland

Drafted by:
C. Kim Shierk
Myers Nelson Dillon & Shierk PLLC
40701 Woodward Ave., Ste. 235
Bloomfield Hills, Michigan 48304-2221

EXHIBIT A

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL KNOWN AS CAMPUS TECH PARK, A CONDOMINIUM LOCATED IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THE MASTER DEED FOR WHICH IS RECORDED IN LIBER 39083, PAGES 590-640, OAKLAND COUNTY RECORDS; THENCE N 03° 19' 31"W, 35.01 FEET TO THE POINT OF PROPOSED R.O.W. LINE ALSO THE POINT OF BEGINNING (R.O.W. DEDICATION); THENCE N 88° 16' 58" E, 299.31 FEET; THENCE 188.50 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1213.72 FEET, A CENTRAL ANGLE OF 8° 53' 54", AND A CHORD BEARING S 81° 00' 21" E, 188.31 FEET; THENCE S 88° 16' 58" W, 483.35 FEET, THENCE N 03° 19' 31"W, 35.01 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.325 ACRES.

EXHIBIT B



CITY OF NOVI SP#03-27
PROJECT NAME: CAMPUS TECH PARK



Engineering & Surveying Excellence
Since 1954

SPALDING DeDECKER ASSOCIATES, INC.
 ENGINEERS SURVEYORS
 905 SOUTH BLVD. EAST
 ROCHESTER HILLS, MI 48307
 PH: (248) 844-5400 FAX: (248) 844-5404
 www.spaldingdedecker.com

DRAWN: DS	DATE: 08-27-07
CHECKED: JAD	DATE: 08-27-07
MANAGER: TJS	SCALE: 1:100
JOB No. DV02-042	SHEET: 3 OF 3
SECTION 13 & 24 TOWN 01	NORTH RANGE 08 EAST
CITY OF NOVI	OAKLAND COUNTY, MI

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2007, by and between Bridge Centre, LLC, a Michigan limited liability company, whose address is 27750 Middlebelt Road, Suite 100, Farmington Hills, Michigan 48334 (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 and developer of a certain parcel of land situated in Sections 13 and 24 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A**, (the "Property"). Owner has received final site plan approval for construction of a commercial development on the Property on which Owner will be establishing the Campus Tech Park site condominium development ("Campus Tech Park").

B. The Campus Tech Park development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations. The Master Deed establishing Campus Tech Park will identify an "Administrator" to maintain this storm water drainage facility.

NOW, THEREFORE, the Owner, hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached **Exhibit B**. Upon recording at the office of the Oakland County Register of Deeds the Campus Tech Park Master Deed, the obligations of the Owner as stated above shall automatically become the obligation of the Administrator (as defined in the Master Deed for Campus Tech Park).

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

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described 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 has executed this Agreement as at the day and year first above set forth.

WITNESSES:

Sharon K. Lang
Print Name: SHARON K. LANG

Edward F. Beck
Print Name: Edward F. Beck

(Grantor)
BRIDGE CENTRE, LLC, a
Michigan limited liability company

Gary Steven Jonna
By: Gary Steven Jonna, Manager

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of October, 2007, in Oakland County, Michigan, by Gary Steven Jonna, Manager of Bridge Centre, LLC, a Michigan limited liability company, on behalf of the company.

Edward F. Beck

EDWARD F. BECK
Notary Public, State of Michigan
County of Oakland
My Commission Expires Apr. 26, 2013
Acting in the County of Oakland

Notary Public
Oakland County, Michigan
My Commission Expires: 04/26/13
Acting in the County of Oakland

WITNESSES:

(Grantee)
CITY OF NOVI,
a Municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2007, in Oakland County, Michigan, by _____, the _____ of the City of Novi, a Municipal Corporation, on behalf of the city.

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

Preprinted portions of Agreement Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

When recorded return to:
Maryanne Cornelius
City Clerk
45175 W. Ten Mile Road
Novi, Michigan 48375

EXHIBIT A

LEGAL DESCRIPTION

OVERALL COMPOSITE LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 13 AND THE NORTHWEST 1/4 OF SECTION 24, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE N88°16'58"E 681.74 FEET ALONG THE SOUTH LINE OF SECTION 13 TO THE POINT OF BEGINNING; THENCE N03°19'31"W 321.43 FEET; THENCE N88°17'29"E 323.94 FEET ALONG THE SOUTH LINE OF MEADOWBRIDGE PARK CONDOMINIUM, SAID CONDOMINIUM BEING OAKLAND COUNTY CONDOMINIUM PLAN No. 662, SAID LINE BEING THE SOUTH LINE OF BRIDGE STREET (55' WIDE-PRIVATE); THENCE N01°42'31"W 91.99 FEET; THENCE N15°47'45"E 346.95 FEET ALONG THE EAST LINE OF UNIT 2 OF SAID MEADOWBRIDGE PARK CONDOMINIUM AND CONTINUING ALONG THE EAST LINE OF THE EXPANDABLE AREA OF SAID MEADOWBRIDGE PARK CONDOMINIUM; THENCE S70°12'08"E 587.51 FEET ALONG THE SOUTH LINE OF HIGHWAY I-96; THENCE S19°47'52"W 241.52 FEET ALONG THE WESTERLY LINE OF THE M-5/I-96 INTERCHANGE, AS RECORDED IN L.14888, P.898 OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING TWO COURSES ALONG THE WESTERLY LINE OF THE M-5/I-96 INTERCHANGE, S05°13'41"E 270.64 FEET AND S49°13'35"E 50.08 FEET TO THE SOUTH LINE OF SECTION 13, SAID POINT BEING S88°16'58"W 1114.45 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 13; THENCE CONTINUING S49°13'35"E 233.90 FEET; THENCE S02°29'25"W 5.41 FEET TO THE NORTHERLY LINE OF RELOCATED 11 MILE RD. (100' TOTAL WIDTH); THENCE THE FOLLOWING 3 COURSES ALONG THE NORTHERLY LINE OF RELOCATED 11 MILE RD. : 1) 309.61 FEET ALONG A CURVE TO THE RIGHT, DELTA=16°11'17", RADIUS=1095.82 FEET, CHORD=N79°24'59"W 308.58 FEET; 2) N71°19'22"W 214.56 FEET; 3) 71.43 FEET ALONG A CURVE TO THE LEFT, DELTA=3°25'21", RADIUS=1195.92 FEET, CHORD=N73°02'09"W 71.42 FEET TO THE SOUTH LINE OF SECTION 13; THENCE S88°16'58"W 532.66' ALONG THE SOUTH LINE OF SECTION 13 TO THE POINT OF BEGINNING. CONTAINING 11.8994 ACRES OF LAND.

SUBJECT TO AND TOGETHER WITH ALL EASEMENTS, RESERVATIONS, EXCEPTIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN PRIOR CONVEYANCES OF RECORD OR OTHERWISE.

EXHIBIT B (page 1 of 2)

**PERMANENT MAINTENANCE TASKS AND SCHEDULES
COMPONENTS**

Tasks	Storm Sewer System	Catch Basin Sumps/ Vortechinics chambers	Catch Basin Inlet Castings	Schedule
Inspect Vortechinics Structures		X		Quarterly
Inspect for Sediment Accumulation	X	X		Annually
Removal of Sediment Accumulation	X	X		Annually
Inspect for Floatables and Debris		X	X	Annually
Cleaning of Floatables and Debris		X	X	Annually
Wet Weather Inspection for Structural Elements, with As-Built Plans in hand. These should be carried out by a professional engineer.	X			Annually
Make adjustments or replacements as determined by wet weather inspection.	X			As Needed
Keep records of all inspections and maintenance activities.				Annually
Keep records of all costs for inspections, maintenance, and repairs.				Annually

The Administrator shall maintain a log of all inspection and maintenance activities and make the log available to City personnel as needed.

EXHIBIT B (page 2 of 2)

MAINTENANCE PLAN BUDGET

MAINTENANCE PLAN BUDGET	ANNUALLY
Annually Inspection for sediment accumulation	\$250
Removal of sediment – Annually	\$500
Inspect for floatables and debris – Annually and as needed	\$100
Removal of Floatables and Debris – Annually and as needed	\$150
Total Annual Budget	\$1,000
Total Budget for Initial Three (3) Years	\$3,000

EXHIBIT C

1 of 2

LEGAL DESCRIPTION OF DETENTION SYSTEM ACCESS EASEMENT (20 FEET WIDE)

A 20 FEET DETENTION SYSTEM ACCESS EASEMENT WHICH IS PART OF THE PARCEL DESCRIBED ON EXHIBIT A, A CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE N88°16'58"E, 681.74 FEET TO THE OVERALL PARCEL POINT OF BEGINNING ALONG THE SOUTH LINE OF SECTION 13; THENCE N03°19'31"W, 321.43 FEET TO A POINT ON THE SOUTH LINE OF MEADOWBRIDGE PARK CONDOMINIUM, ALSO BEING THE SOUTH LINE OF BRIDGE STREET (55' WIDE, PRIVATE ROAD); THENCE N88°17' 29"E, 323.94 FEET; THENCE N0142°31"W, 29.00 FEET TO THE POINT OF BEGINNING OF DETENTION SYSTEM ACCESS EASEMENT; THENCE N88°18'08"E, 37.57 FEET; THENCE S75°18'36"E, 29.03 FEET; THENCE S84°30'29"E, 63.84 FEET; THENCE N87°53'56"E, 64.72 FEET; THENCE N47°26'16"E, 81.23 FEET; THENCE S89°58'03"E, 37.56 FEET; THENCE S81°28'19"E, 27.08 FEET; THENCE S89°58'03"E, 32.11 FEET; THENCE 51.12 FEET ALONG A 41.00 FOOT RADIUS CURVE TO THE LEFT, HAVING AN INCLUDED ANGLE OF 71°26'37", AND THE LONG CHORD OF WHICH MEASURES N54°18'38"E, 47.88 FEET; THENCE N18°35'20"E, 55.65 FEET; THENCE N19°16'16"E, 55.25 FEET; THENCE N15°21'17"E, 9.34 FEET; THENCE N03°03'52"E, 21.88 FEET; THENCE 68.55 FEET ALONG A 47.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INCLUDED ANGLE OF 83°33'39", AND THE LONG CHORD OF WHICH MEASURES N44°15'19"E, 62.63 FEET; THENCE S70°09'18"E, 136.28 FEET; THENCE S68°50'44"E, 44.25 FEET TO THE POINT OF ENDING OF DETENTION SYSTEM ACCESS EASEMENT.

CITY OF NOVI SP#03-27
PROJECT NAME: CAMPUS TECH PARK



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DATE: 05-13-05

MANAGER: TJS

SCALE: NONE

JOB No. DV02-042

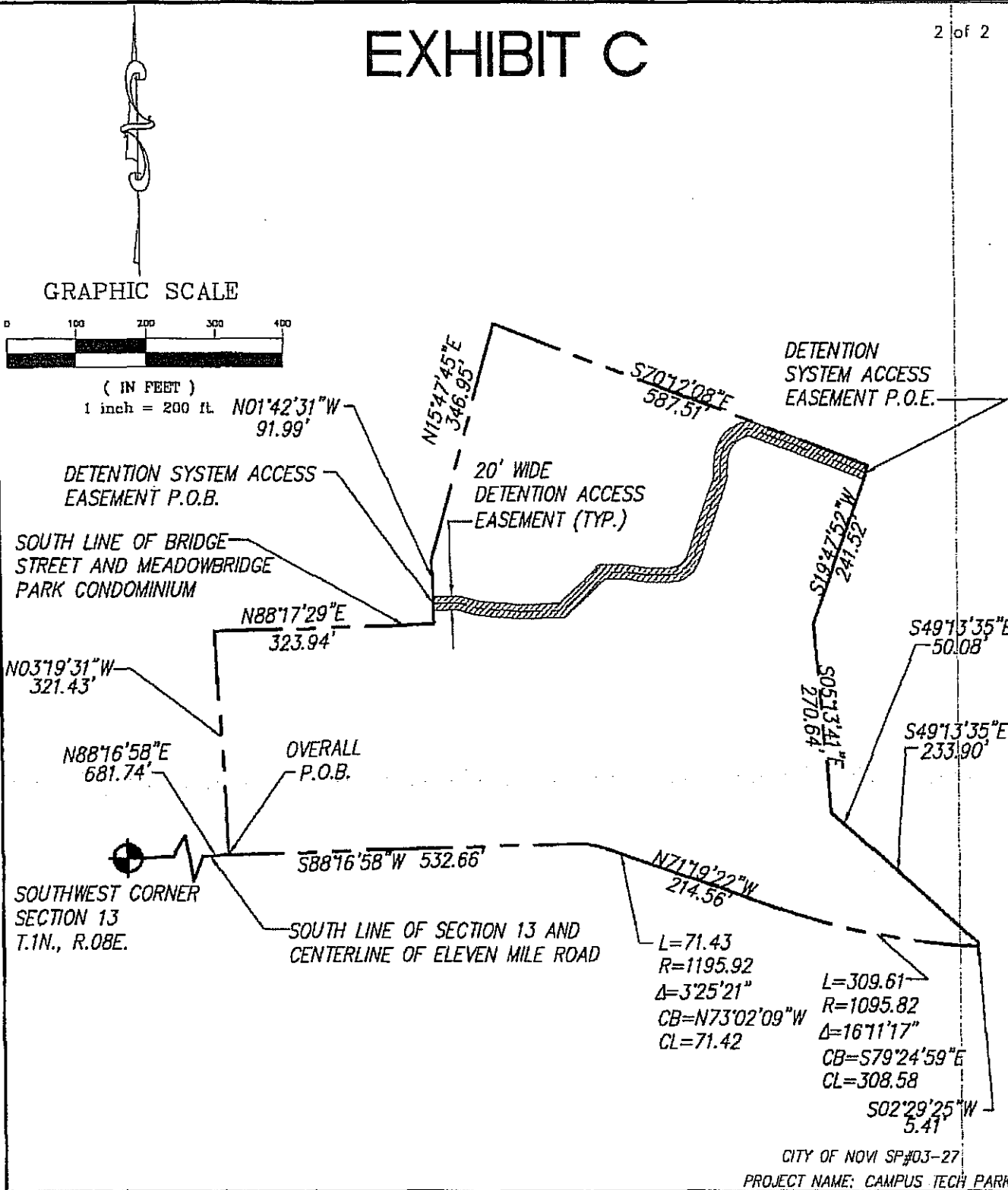
SHEET: 1 OF 2

SECTION 13 & 24 TOWN 01 NORTH RANGE 08 EAST

CITY OF NOVI

OAKLAND COUNTY, MI

EXHIBIT C



CITY OF NOVI SP#03-27
 PROJECT NAME: CAMPUS TECH PARK



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JOB No. DV02-042	SHEET: 2 OF 2
SECTION 13 & 24 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

EXHIBIT D

LEGAL DESCRIPTION OF DETENTION BASIN EASEMENT

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL DESCRIBED ON EXHIBIT "A"; THENCE N88°16'57"E, 532.66 FEET; THENCE N10°48'31"E, 63.46 FEET TO THE POINT OF BEGINNING, THENCE N72°41'04"W, 12.19 FEET; THENCE N18°26'35"W, 14.84 FEET; THENCE N42°00'11"W, 23.32 FEET; THENCE N27°18'18"W, 17.47 FEET; THENCE N07°02'21"W, 25.57 FEET; THENCE N01°20'55"W, 24.50 FEET; THENCE N05°18'56"E, 32.76 FEET; THENCE N20°26'29"E, 28.46 FEET; THENCE N13°45'51"E, 43.88 FEET; THENCE N12°54'50"E, 50.10 FEET; THENCE N42°20'52"E, 30.10 FEET; THENCE N63°18'42"E, 23.79 FEET; THENCE N77°07'21"E, 42.48 FEET; THENCE N66°52'09"E, 39.44 FEET; THENCE S89°14'43"E, 24.29 FEET; THENCE N57°25'23"E, 17.75 FEET; THENCE N17°37'20"E, 31.93 FEET; THENCE N18°35'20"E, 53.64 FEET; THENCE N19°16'16"E, 66.71 FEET; THENCE N00°59'10"E, 26.05 FEET; THENCE N20°15'47"E, 26.82 FEET; THENCE N56°41'56"E, 21.81 FEET; THENCE S88°39'55"E, 24.54 FEET; THENCE S70°12'08"E, 129.70 FEET; THENCE S57°05'15"E, 10.84 FEET; THENCE S26°50'31"E, 19.39 FEET; THENCE S09°01'01"W, 11.29 FEET; THENCE S28°39'48"W, 25.38 FEET; THENCE S33°00'05"W, 21.11 FEET; THENCE S09°16'30"W, 21.75 FEET; THENCE S29°19'43"W, 19.99 FEET; THENCE S14°39'40"W, 17.38 FEET; THENCE S24°18'38"W, 26.58 FEET; THENCE S20°52'56"W, 27.85 FEET; THENCE S01°03'17"E, 26.49 FEET; THENCE S12°08'46"W, 13.14 FEET; THENCE S44°02'08"W, 14.87 FEET; THENCE S40°50'39"W, 31.41 FEET; THENCE S72°25'25"W, 25.23 FEET; THENCE S81°11'08"W, 23.00 FEET; THENCE N81°40'22"W, 33.32 FEET; THENCE N48°33'07"W, 18.25 FEET; THENCE N32°52'31"W, 36.27 FEET; THENCE N89°01'23"W, 28.43 FEET; THENCE S65°23'47"W, 22.52 FEET; THENCE S80°28'12"W, 18.17 FEET; THENCE N78°57'25"W, 38.58 FEET; THENCE S88°10'41"W, 37.46 FEET; THENCE S78°30'36"W, 19.05 FEET; THENCE S03°38'25"W, 35.46 FEET; THENCE S16°05'20"W, 31.04 FEET; THENCE S01°58'36"W, 15.43 FEET; THENCE S02°08'34"W, 31.37 FEET; THENCE S01°00'54"W, 30.84 FEET; THENCE S26°13'56"E, 19.59 FEET; THENCE S15°34'06"E, 30.50 FEET; THENCE S10°09'11"W, 27.70 FEET; THENCE S04°32'31"E, 16.86 FEET; THENCE S16°51'56"W, 16.34 FEET; THENCE S73°30'16"W, 15.62 FEET TO THE POINT OF BEGINNING.

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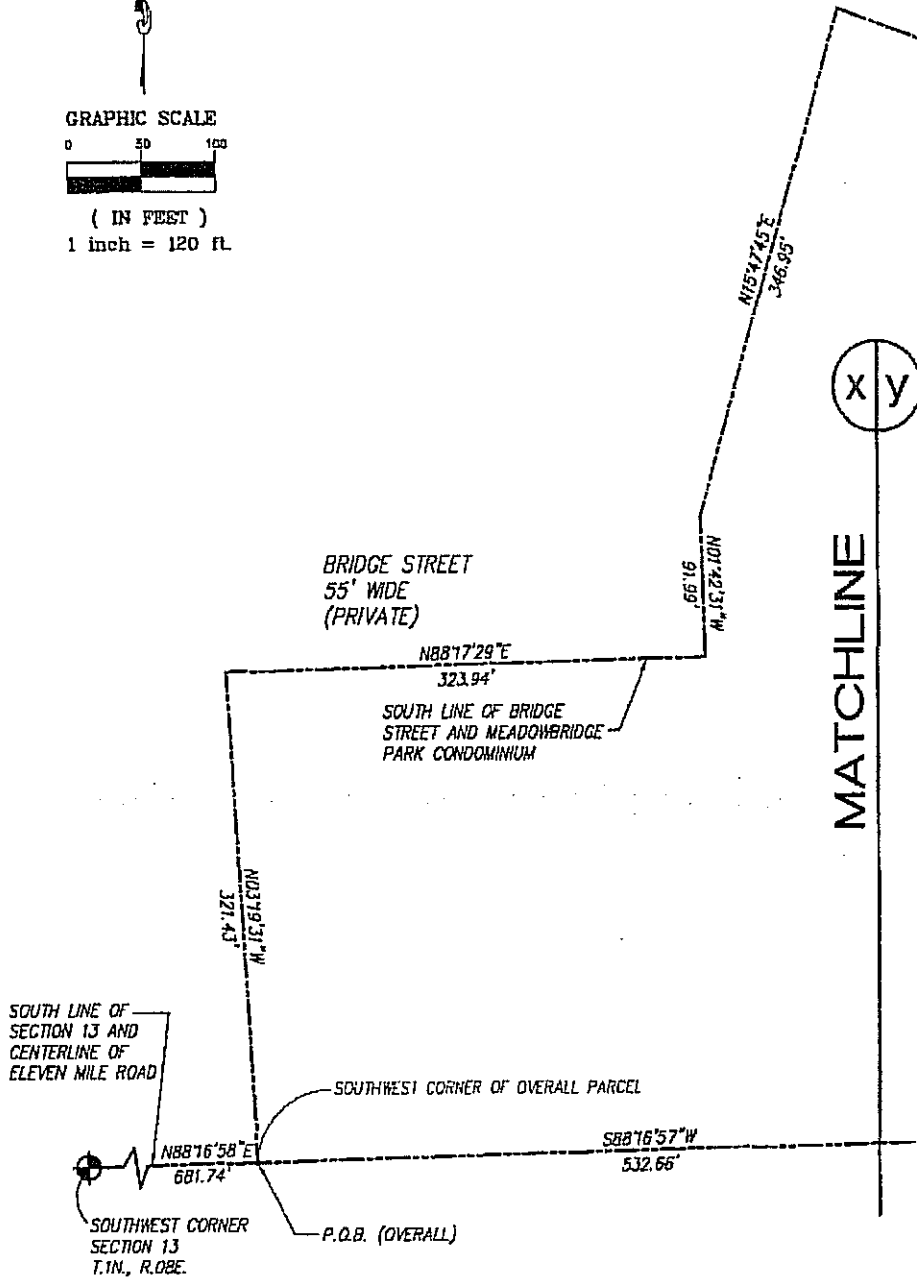
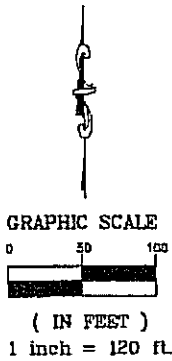
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EXHIBIT D



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JOB No. DV02-042

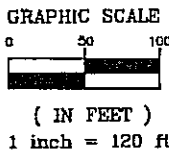
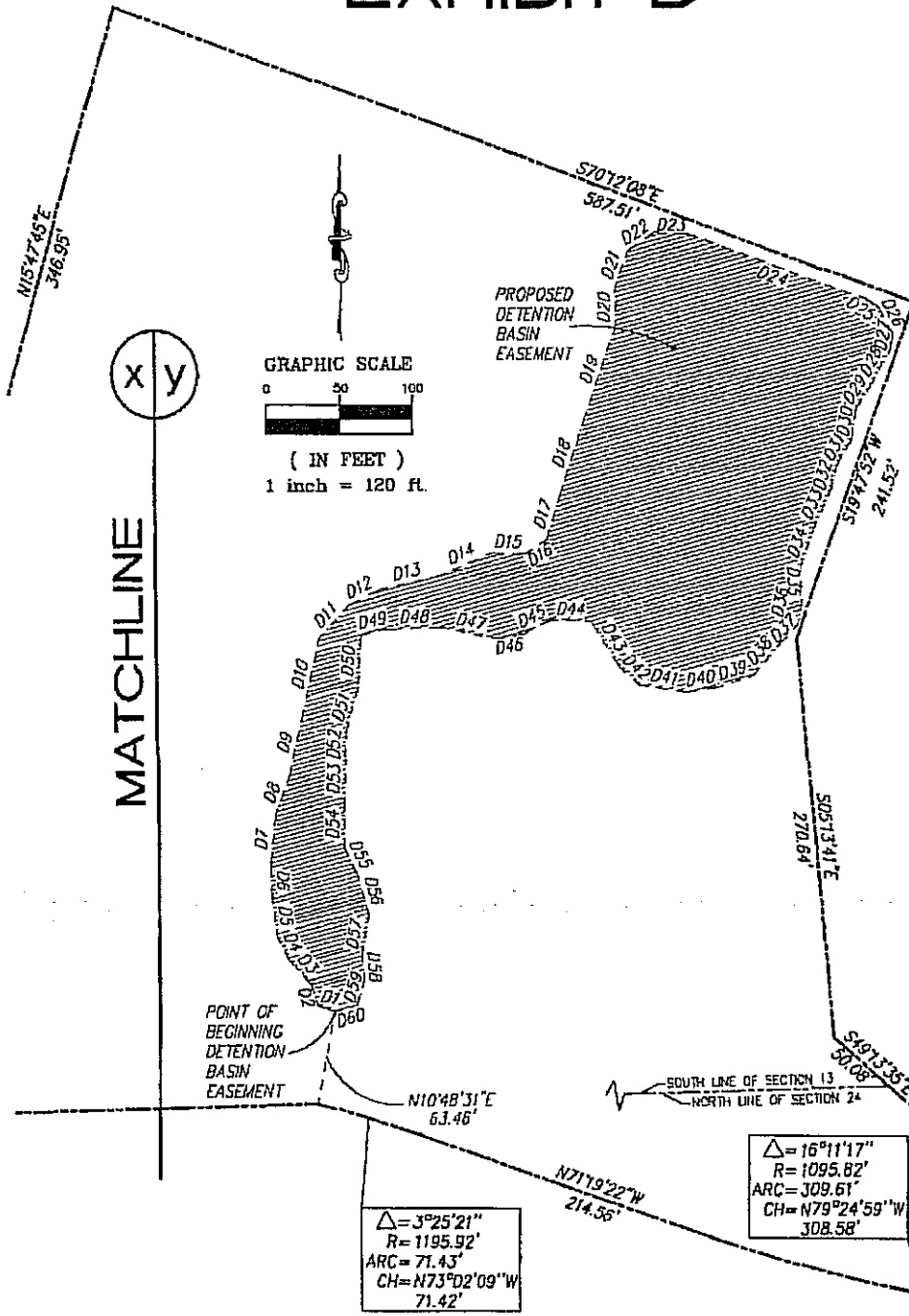
SHEET: 2 OF 3

SECTION 13 & 24 TOWN 01 NORTH RANGE 08 EAST

CITY OF NOVI

OAKLAND COUNTY, MI

EXHIBIT D



LINE TABLE		
LINE	LENGTH	BEARING
D01	12.10	N77°41'04"W
D02	14.84	N16°28'35"W
D03	23.32	N42°00'11"W
D04	17.47	N27°08'18"W
D05	75.57	N07°07'21"W
D06	24.56	N01°20'55"W
D07	32.78	N05°18'58"E
D08	26.48	N20°28'28"E
D09	43.88	N42°42'51"E
D10	50.10	N47°43'00"E
D11	39.10	N47°22'52"E
D12	23.79	N62°08'47"E
D13	42.40	N77°07'11"E
D14	36.44	N85°20'02"E
D15	24.29	S82°14'44"E
D16	17.75	N52°24'23"E
D17	31.03	N17°31'07"E
D18	53.64	N18°33'20"E
D19	66.71	N18°10'18"E
D20	26.05	N00°59'10"E
D21	28.82	N20°15'47"E
D22	21.81	N58°41'08"E
D23	24.54	S86°03'56"E
D24	129.70	S70°12'08"E
D25	18.84	S57°05'15"E
D26	16.36	S24°28'31"E
D27	11.28	S09°01'01"W
D28	25.30	S28°39'48"W
D29	21.11	S33°00'04"W
D30	21.75	S08°16'30"W
D31	18.89	S28°10'43"W
D32	17.38	S14°38'40"W
D33	28.58	S24°18'38"W
D34	27.85	S20°52'55"W
D35	26.49	S01°13'17"E
D36	13.74	S12°08'44"W
D37	14.67	S44°07'08"W
D38	31.41	S40°50'39"W
D39	23.23	S77°23'33"W
D40	23.08	S81°10'08"W
D41	33.37	N01°42'47"E
D42	18.25	N44°33'07"E
D43	36.27	N37°23'11"W
D44	28.43	N68°01'23"E
D45	22.52	S63°13'47"W
D46	18.17	S52°18'14"W
D47	38.58	N28°31'24"W
D48	37.48	S88°10'41"W
D49	19.03	S78°30'38"W
D50	35.48	S03°58'25"W
D51	31.04	S18°02'20"W
D52	15.43	S01°58'36"W
D53	31.37	S07°58'34"W
D54	30.84	S01°00'04"W
D55	19.59	S78°13'56"E
D56	30.50	S10°31'04"E
D57	27.70	S10°02'11"W
D58	16.88	S04°32'31"E
D59	16.34	S16°31'08"W
D60	16.62	S73°07'16"W

CITY OF NOVI SP#03-27
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