



**CITY of NOVI CITY COUNCIL**

**Agenda Item I  
January 26, 2015**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Land Company, LLC, for the Liberty Park Multi-Family Residential Phase I development located at the northeast corner of Twelve Mile Road and Declaration Drive.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>24</sup> <sub>370</sub>

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

**BACKGROUND INFORMATION:**

The developer for the Liberty Park Multi-Family Residential Phase I, Pulte Land Company, LLC., requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new residential development project, located at the northeast corner of Twelve Mile Road and Declaration Drive, as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner (Homeowners Association) to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the city to perform maintenance on the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular 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 enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's January 12, 2015 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Land Company, LLC, for the Liberty Park Multi-Family Residential Phase I development located at the northwest corner of Twelve Mile Road and Declaration Drive.

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

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

# Location Map

## Liberty Park Multi-Family Phase 1

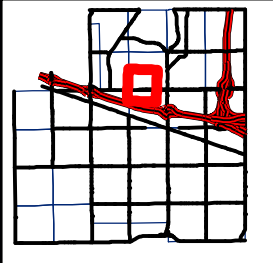


Map Author: Brian Coburn  
 Date: 1/16/15  
 Project:  
 Version #:

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 232 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 = 509 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

January 12, 2015

Adam Wayne, Construction Engineer  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Liberty Park Multi-Family Ph I – SP04-39  
Review for Acceptance – Utilities**

Dear Mr. Wayne:

We recently received the enclosed Bills of Sale and Storm Drainage Facility Maintenance Easement Agreement for Liberty Park Multi-Family Ph I – SP04-39.

A comparison of the documents submitted shows that similar documents for this Phase of the Liberty Park Development were submitted and approved in 2012. A brief review of Oakland County Records shows that although several easements have been recorded for the site, the enclosed versions do not appear to be of record yet. Copies of the approval letters are enclosed. We note that the Clerk's Office should have the originals, and if they have not been finalized, the Water and Sanitary Sewer System Easements may be recorded upon your issuance of an Affidavit Regarding Acceptance. Furthermore, the Storm Drainage Facility Maintenance Easement Agreement may be sent to City Council for approval.

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

Very truly yours,

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

Elizabeth Kudla Saarela

EKS

- C: Maryanne Cornelius, Clerk
- Charles Boulard, Community Development Director
- Barb McBeth, Deputy Community Development Director
- Sheila Weber, Treasurer's Office
- Kristin Pace, Treasurer's Office
- Aaron Staup, Construction Engineering Coordinator
- Sarah Marchioni, Building Permit Coordinator
- Sue Troutman, City Clerk's Office
- Thomas R. Schultz, Esquire

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Pulte Land Company, LLC, a Michigan limited liability company, whose address is 100 Bloomfield Parkway, Bloomfield Hills, Michigan 48304 (hereinafter the "Developer"), 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. Developer established Liberty Park, Oakland County Condominium Subdivision Plan No. 1703 ("Development"), by recording a Master Deed, Bylaws and Condominium Subdivision Plan on January 11, 2005 in Liber 34747, Pages 751 through 825, inclusive, Oakland County Records, as amended (the "Property"). Developer has received final site plan approval for construction Development.

B. The 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.

NOW, THEREFORE, the Developer hereby covenants and agrees that the Developer 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 Developer shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit A.

In the event that the Developer 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 Developer setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Developer 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 B** 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 C**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Developer within thirty (30) days of a billing to the Developer. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer, and, in such event, the Developer shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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

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

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

IN WITNESS WHEREOF, Developer has executed this Agreement as of the day and year first above set forth.

PULTE LAND COMPANY, LLC, a Michigan limited liability company

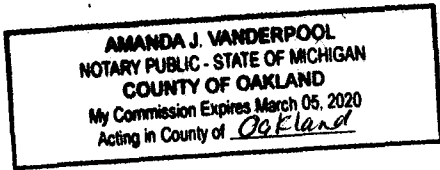
By: [Signature]

Its: Authorized Agent

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OAKLAND )

Acknowledged before me on December 9th, 2014, by Kevin Christoferson, the Authorized Agent of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]  
Notary Public Amenda J. Vanderpool  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: March 5, 2020



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 \_\_\_\_\_ 2014, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal corporation.

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

Drafted by:

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

And when recorded return to:

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





**EXHIBIT "A"**  
**LONG TERM MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM**  
 Townes at Liberty Park, Multifamily Phase 1, Novi | Michigan

The Owner and/or Association shall maintain a log of all inspection and maintenance activities, and make the log available to city personnel as needed.

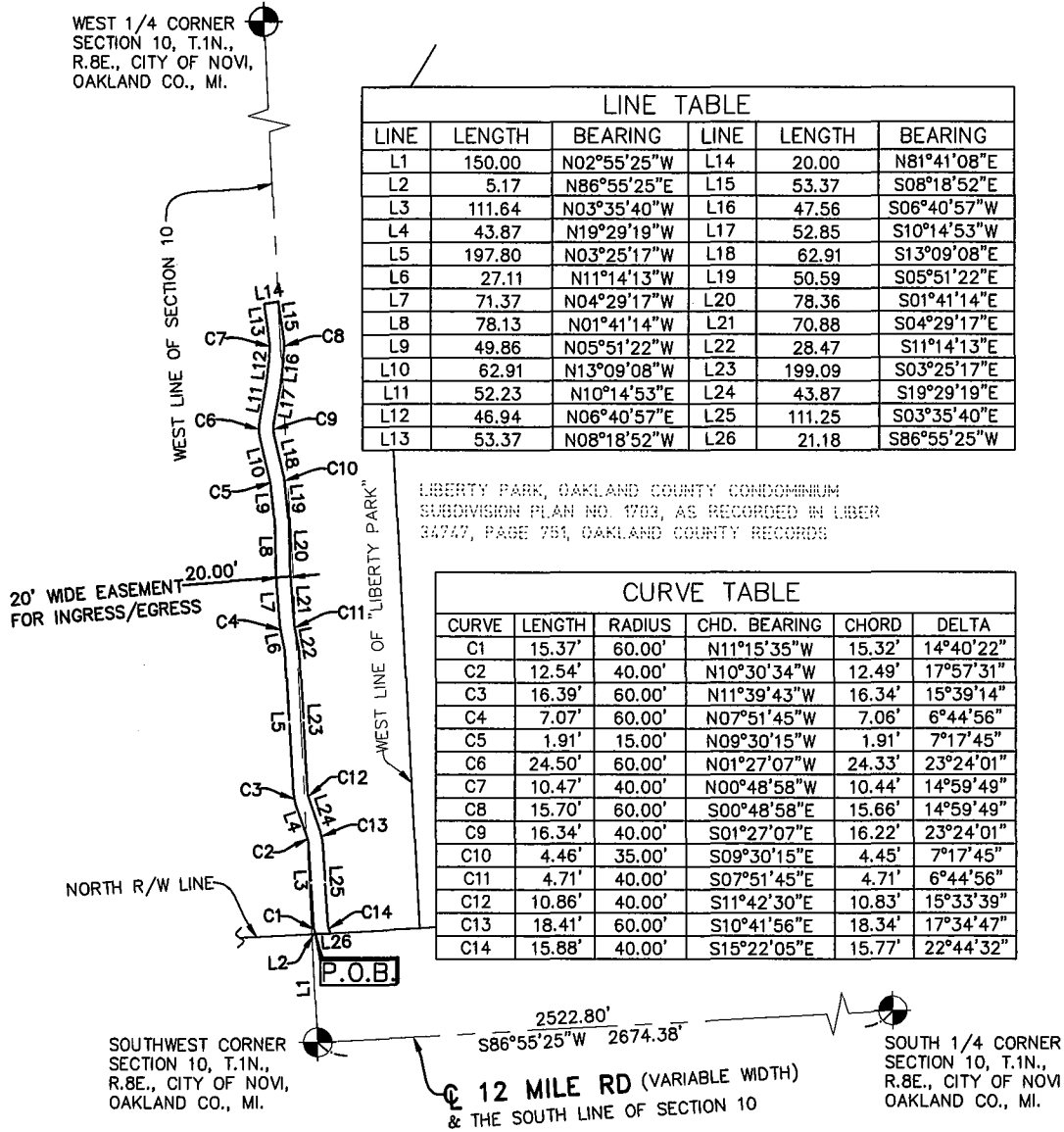
Maintenance Activities	SYSTEM COMPONENT				BUDGET	
	Inlets, Outlets and Gratings	Manufactured Treatment Systems	Buffer Strip	Schedule	Yearly Budget Amount	Budget Amount 1st (3) Years of Operation
<b>Monitoring/Inspection</b>						
Inspect for sediment accumulation	✓	✓		Annually	\$300.00	\$900.00
Inspect for floatables and debris	✓	✓	✓	Annually and After Major Events	\$400.00	\$1,200.00
Inspection for erosion			✓	Annually and After Major Events	\$350.00	\$1,050.00
Monitor plantings/vegetation				2 Times Per Year	\$300.00	\$900.00
Wet weather inspection of structural elements with as-built plans in hand.	✓	✓	✓	Annually	\$500.00	\$1,500.00
Ensure means of access for maintenance remain clear/open	✓	✓	✓	Annually	\$500.00	\$1,500.00
<b>Preventative Maintenance</b>						
Mowing			✓	Up to 2 times/year *	\$200.00	\$600.00
Remove excess sediment	✓	✓		As Needed	\$375.00	\$1,125.00
Remove floatables, dead vegetation and debris	✓	✓		As Needed	\$425.00	\$1,275.00
Remove invasive plant species			✓	Annually	\$150.00	\$450.00
Sweeping streets and parking lots				2 Times Per Year	\$450.00	\$1,350.00
<b>Remedial/Actions</b>						
Repair/Stabilize areas of erosion	✓		✓	As Needed	\$200.00	\$600.00
Replaced dead plantings, bushes, trees			✓	As Needed	\$250.00	\$750.00
Reseed bare areas			✓	As Needed	\$100.00	\$300.00
Structural repairs	✓	✓		As Needed	\$200.00	\$600.00
Make adjustments/repairs to ensure proper functioning	✓	✓	✓	As Needed	\$300.00	\$900.00
* Not to exceed the length allowed by Local Community ordinance						

EXHIBIT B  
INGRESS/EGRESS EASEMENT AREA

**DESCRIPTION OF A 20.00 FOOT WIDE EASEMENT FOR INGRESS/EGRESS**

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 2674.38 feet along the centerline of Twelve Mile Road (variable width) and the South line of said Section 10; thence N02°55'25"W 150.00 feet along the West line of said Section 10; thence N86°55'25"E 5.17 feet along the North Right-of-Way line of said Twelve Mile Road for a **PLACE OF BEGINNING**; thence 15.37 feet along the arc of a 60.00 foot radius non-tangential circular curve to the right, chord bearing N11°15'35"W 15.32 feet; thence N03°35'40"W 111.64 feet; thence 12.54 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing N10°30'34"W 12.49 feet; thence N19°29'19"W 43.87 feet; thence 16.39 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing N11°39'43"W 16.34 feet; thence N03°25'17"W 197.80 feet; thence N11°14'13"W 27.11 feet; thence 7.07 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing N07°51'45"W 7.06 feet; thence N04°29'17"W 71.37 feet; thence N01°41'14"W 78.13 feet; thence N05°51'22"W 49.86 feet; thence 1.91 feet along the arc of a 15.00 foot radius circular curve to the left, chord bearing N09°30'15"W 1.91 feet; thence N13°09'08"W 62.91 feet; thence 24.50 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing N01°27'07"W 24.33 feet; thence N10°14'53"E 52.23 feet; thence N06°40'57"E 46.94 feet; thence 10.47 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing N00°48'58"W 10.44 feet; thence N08°18'52"W 53.37 feet; thence N81°41'08"E 20.00 feet; thence S08°18'52"E 53.37 feet; thence 15.70 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing S00°48'58"E 15.66 feet; thence S06°40'57"W 47.56 feet; thence S10°14'53"W 52.85 feet; thence 16.34 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S01°27'07"E 16.22 feet; thence S13°09'08"E 62.91 feet; thence 4.46 feet along the arc of a 35.00 foot radius circular curve to the right, chord bearing S09°30'15"E 4.45 feet; thence S05°51'22"E 50.59 feet; thence S01°41'14"E 78.36 feet; thence S04°29'17"E 70.88 feet; thence 4.71 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S07°51'45"E 4.71 feet; thence S11°14'13"E 28.47 feet; thence S03°25'17"E 199.09 feet; thence 10.86 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S11°42'30"E 10.83 feet; thence S19°29'19"E 43.87 feet; thence 18.41 feet along the arc of a 60.00 foot radius circular curve to the right, chord bearing S10°41'56"E 18.34 feet; thence S03°35'40"E 111.25 feet; thence 15.88 feet along the arc of a 40.00 foot radius circular curve to the left, chord bearing S15°22'05"E 15.77 feet; thence S86°55'25"W 21.18 feet to the **PLACE OF BEGINNING**, containing 0.41 acres of land, more or less, subject to easements, conditions, restrictions and exceptions of record, if any.

# EXHIBIT B



LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	150.00	N02°55'25\"W	L14	20.00	N81°41'08\"E
L2	5.17	N86°55'25\"E	L15	53.37	S08°18'52\"E
L3	111.64	N03°35'40\"W	L16	47.56	S06°40'57\"W
L4	43.87	N19°29'19\"W	L17	52.85	S10°14'53\"W
L5	197.80	N03°25'17\"W	L18	62.91	S13°09'08\"E
L6	27.11	N11°14'13\"W	L19	50.59	S05°51'22\"E
L7	71.37	N04°29'17\"W	L20	78.36	S01°41'14\"E
L8	78.13	N01°41'14\"W	L21	70.88	S04°29'17\"E
L9	49.86	N05°51'22\"W	L22	28.47	S11°14'13\"E
L10	62.91	N13°09'08\"W	L23	199.09	S03°25'17\"E
L11	52.23	N10°14'53\"E	L24	43.87	S19°29'19\"E
L12	46.94	N06°40'57\"E	L25	111.25	S03°35'40\"E
L13	53.37	N08°18'52\"W	L26	21.18	S86°55'25\"W

LIBERTY PARK, OAKLAND COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. 1783, AS RECORDED IN LIBER  
 34747, PAGE 781, OAKLAND COUNTY RECORDS

CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C1	15.37'	60.00'	N11°15'35\"W	15.32'	14°40'22\"
C2	12.54'	40.00'	N10°30'34\"W	12.49'	17°57'31\"
C3	16.39'	60.00'	N11°39'43\"W	16.34'	15°39'14\"
C4	7.07'	60.00'	N07°51'45\"W	7.06'	6°44'56\"
C5	1.91'	15.00'	N09°30'15\"W	1.91'	7°17'45\"
C6	24.50'	60.00'	N01°27'07\"W	24.33'	23°24'01\"
C7	10.47'	40.00'	N00°48'58\"W	10.44'	14°59'49\"
C8	15.70'	60.00'	S00°48'58\"E	15.66'	14°59'49\"
C9	16.34'	40.00'	S01°27'07\"E	16.22'	23°24'01\"
C10	4.46'	35.00'	S09°30'15\"E	4.45'	7°17'45\"
C11	4.71'	40.00'	S07°51'45\"E	4.71'	6°44'56\"
C12	10.86'	40.00'	S11°42'30\"E	10.83'	15°33'39\"
C13	18.41'	60.00'	S10°41'56\"E	18.34'	17°34'47\"
C14	15.88'	40.00'	S15°22'05\"E	15.77'	22°44'32\"

	SECTION CORNER
	P.O.B. PLACE OF BEGINNING
	R/W RIGHT-OF-WAY

CLIENT <b>PULTE LAND COMPANY, LLC</b> 20.00 FOOT WIDE EASEMENT FOR INGRESS/EGRESS LOCATED IN SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY	JOB: 300803	CAD: 300803EA-12
	DR: DLN	CH: JRC
	BOOK	PG.
	SHEET 1 OF 2	DATE: 3-07-06
FILE NO. 5219-61		
<b>ATWELL-HICKS</b> Engineering • Surveying • Planning Environmental • Water/Wastewater 866 850 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO FLORIDA		
SCALE: 1 INCH = 200 FEET		

# EXHIBIT B

## DESCRIPTION OF A 20.00 FOOT WIDE EASEMENT FOR INGRESS/EGRESS

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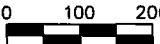

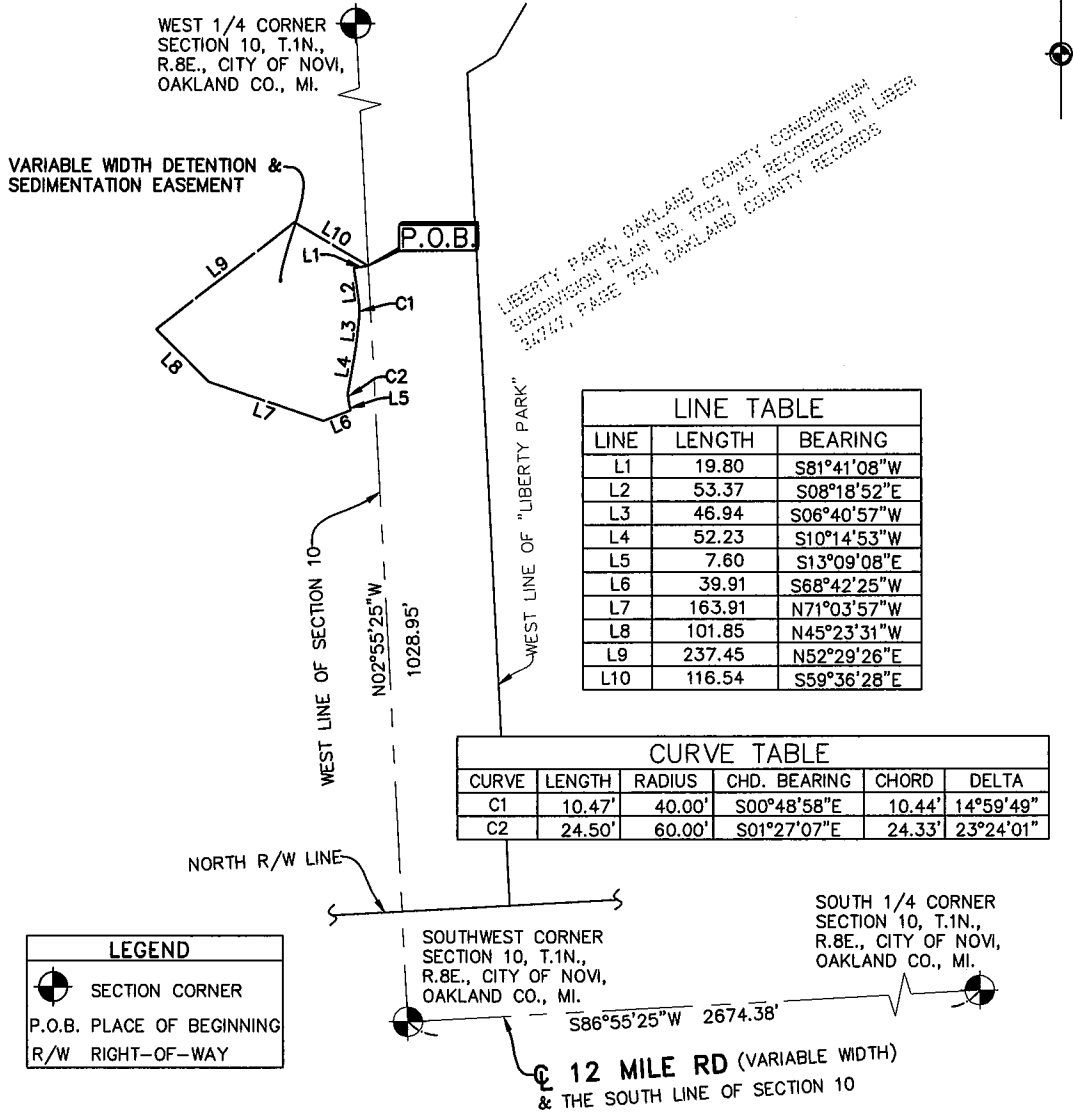
<b>CLIENT</b> PULTE LAND COMPANY, LLC  20.00 FOOT WIDE EASEMENT FOR INGRESS/EGRESS LOCATED IN	<b>JOB:</b> 300803	<b>CAD:</b> 300803EA-12
	<b>DR.</b> DLN	<b>CH.</b> JRC
	<b>BOOK</b>	<b>PG.</b>
	<b>SHEET</b> 2 OF 2	<b>DATE:</b> 3-07-06
<b>FILE NO.</b> 5219-61A		
<b>ATWELL-HICKS</b> Engineering • Surveying • Planning Environmental • Water/Wastewater		
<b>SECTION 10 TOWN 1 NORTH, RANGE 8 EAST</b> <b>CITY OF NOVI</b> <b>OAKLAND COUNTY</b>	866 850 4200 www.atwell-hicks.com	
<b>SCALE:</b> 1 INCH = 200 FEET		
 MICHIGAN ILLINOIS OHIO FLORIDA		

EXHIBIT C  
DETENTION/SEDIMENTATION BASIN EASEMENT AREA

**DESCRIPTION OF A VARIABLE WIDTH DETENTION & SEDIMENTATION  
EASEMENT:**

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 2674.38 feet along the centerline of Twelve Mile Road (variable width) and the South line of said Section 10; thence N02°55'25"W 1028.95 feet along the West line of said Section 10 for a **PLACE OF BEGINNING**; thence S81°41'08"W 19.80 feet; thence S08°18'52"E 53.37 feet; thence 10.47 feet along the arc of a 40.00 foot radius circular curve to the right, chord bearing S00°48'58"E 10.44 feet; thence S06°40'57"W 46.94 feet; thence S10°14'53"W 52.23 feet; thence 24.50 feet along the arc of a 60.00 foot radius circular curve to the left, chord bearing S01°27'07"E 24.33 feet; thence S13°09'08"E 7.60 feet; thence S68°42'25"W 39.91 feet; thence N71°03'57"W 163.91 feet; thence N45°23'31"W 101.85 feet; thence N52°29'26"E 237.45 feet; thence S59°36'28"E 116.54 feet to the **PLACE OF BEGINNING**, containing 1.07 acres of land, more or less, subject to easements, conditions, restrictions and exceptions of record, if any.

# EXHIBIT C



## DESCRIPTION OF A VARIABLE WIDTH DETENTION & SEDIMENTATION EASEMENT:

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 2674.38 feet along the centerline of Twelve Mile Road (variable width) and the South line of said Section 10; thence N02°55'25"W 1028.95 feet along the West line of said Section 10 for a PLACE OF BEGINNING; thence S81°41'08"W 19.80 feet; thence S08°18'52"E 53.37 feet; thence 10.47 feet along the arc of a 40.00 foot radius circular curve to the right, chord bearing S00°48'58"E 10.44 feet; thence S06°40'57"W 46.94 feet; thence S10°14'53"W 52.23 feet; thence 24.50 feet along the arc of a 60.00 foot radius circular curve to the left, chord bearing S01°27'07"E 24.33 feet; thence S13°09'08"E 7.60 feet; thence S68°42'25"W 39.91 feet; thence N71°03'57"W 163.91 feet; thence N45°23'31"W 101.85 feet; thence N52°29'26"E 237.45 feet; thence S59°36'28"E 116.54 feet to the Place of Beginning, containing 1.07 acres of land, more or less, subject to easements, conditions, restrictions and exceptions of record, if any.

<b>CLIENT</b> PULTE LAND COMPANY, LLC  DETENTION/SEDIMENTATION BASIN EASEMENT LOCATED IN  SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY	JOB: 300803 DR. DLN BOOK SHEET 1 OF 1 FILE NO. 5219-62	CAD 300803EA-12 CH. JRC PG. DATE: 3-07-06
	<b>ATWELL-HICKS</b> Engineering • Surveying • Planning Environmental • Water/Wastewater	
	SCALE: 0 100 200 1 INCH = 200 FEET	
	866 850 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO FLORIDA	