



**CITY OF NOVI CITY COUNCIL**  
**SEPTEMBER 12, 2022**

**SUBJECT:** Acceptance of (1) the Reciprocal Easement Agreement, Warranty Deed, Bill of Sale, Sidewalk Easement and Storm Water Access Easement at the request of Ivanhoe Meadowbrook LLC for JSP 15-08 Beacon Hill and (2) First Amendment to the PRO Agreement, JSP19-27. The subject property is zoned RM-1 and B-3 with a Planned Rezoning Overlay (PRO), which conditions development to the terms of a PRO Plan and Agreement. The site is approximately 21.13 acres in size and is located in the northeast corner of 12 Mile and Meadowbrook Rd (Section 12).

**SUBMITTING DEPARTMENT:** Community Development Department - Planning

**BACKGROUND INFORMATION:**

The applicant is requesting to follow through with the Beacon Hill Trailhead dedication to the City as required by the PRO established in April 2017. The PRO consists of three components – a residential phase, commercial phase, and a Park Trailhead that consists of approximately 3.28 acres of land generally separating the residential and commercial phases. The Residential Phase has already been built by Pulte Homes of Michigan, LLC and is no longer under the ownership of the Developer.

Pursuant to the PRO Agreement, the Developer agreed to dedicate the Park Trailhead to the City after completing certain improvements. The developer has completed those improvements and thus will be conveying the Trailhead Property to the City.

The Warranty Deed for the dedication of the park area to the City, and the corresponding Bill of Sale for park improvements are in the standard format and are acceptable to the City Attorney's Office.

The Reciprocal Easement Agreement would grant an easement to the City for sidewalk and driveway access to the Trailhead Park and an easement over the commercial parcel for Trailhead signage.

The Agreement also grants an easement to the Developer over the park property to access the storm drainage detention basin for maintenance. The City agrees to grant the easement to the Developer so that the Developer can fulfill its obligation to maintain the existing detention basin serving the property. Access to the outlet structure on the Trailhead Property must be available to the Developer for this maintenance.

Access to the Park Trailhead has been constructed by the Developer and is depicted in Exhibit 2 – “Updated Access Plan” – of the attached First Amendment to the PRO. The location of the Access Drive is approximately 30 feet farther east on the Commercial Property than depicted on the original PRO Concept Plan due to utility conflicts. The First Amendment to the PRO Agreement is meant to incorporate the Updated Access Plan as part of the PRO Concept Plan.

The applicant has obtained City Attorney approval of all necessary acceptance paperwork (i.e., easements, bills-of-sale, agreements) with respect to the land proposed to be dedicated to the City of Novi. Approval letters from the City's Attorney are attached.

**RECOMMENDED ACTION:**

Acceptance of (1) the Reciprocal Easement Agreement, Warranty Deed, Bill of Sale, Sidewalk Easement and Storm Water Access Easement at the request of Ivanhoe Meadowbrook LLC for JSP 15-08 Beacon Hill and (2) First Amendment to the PRO Agreement, JSP19-27 to acknowledge a change in access point to the commercial portion of the development as a result of utility conflicts and does not materially affect the PRO Agreement. This motion is made as the documents are in a form acceptable to the City Attorney's office.

**LETTER FROM CITY ATTORNEY**

ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

June 20, 2022

Barb McBeth, City Planner  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**RE: Beacon Hill Trailhead, Phase 2  
Trailhead Property Dedication**

Dear Ms. McBeth:

We have received and reviewed the following draft documents for the Beacon Hill Trailhead dedication as required by the PRO Agreement for Beacon Hill:

- Reciprocal Easement Agreement (**Approved**)
- Warranty Deed – Trailhead Park (**Approved**)
- First Amendment to PRO Agreement (**Approved**)
- Bill of Sale – Trailhead Improvements (**Approved**)
- Storm Sewer Access Easement (**Approved**)
- Title Search

**Trailhead Park Dedication**

The Warranty Deed for the park area and the corresponding Bill of Sale for park improvements appear to be in the standard format and are acceptable for execution as provided.

**Reciprocal Easement Agreement**

The Reciprocal Easement Agreement is an easement agreement whereby the City and the Developer grant each other the following easements in connection with the Trailhead Park Property:

- An easement to the City for sidewalk and driveway access over the commercial parcel for access to the Trailhead Park
- An easement to the Developer over the Trailhead Park property to access the Storm Drainage Detention Basin for Maintenance
- An easement to the City over the commercial parcel for Trailhead signage

Barb McBeth, City Planner  
City of Novi  
June 20, 2022  
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The City's insurer should add the Developer as an additional insured to the City's policy for the City use of the driveway access easement area on the Developer's property as set forth in this Reciprocal Access Easement Agreement. A copy of this document should be provided to the City's insurance agent for issuance of the certificate in this regard.

### **Storm Sewer Access Easement from City to Developer**

The Developer is obligated to maintain the existing detention basin serving the developer's property in accordance with the Storm Drainage Facility Maintenance Easement Agreement with the City, recorded at Liber 51807, Page 765, Oakland County Records. In order to undertake maintenance per that Agreement, the Developer must access the outlet structure on the Trailhead Property per the enclosed Storm Sewer Access Easement, which should be approved and signed by the City.

Subject to the approval of the exhibits by the City's Engineering Division, the Reciprocal Easement Agreement may be placed on the City Council Agenda with the Warranty Deed, Bill of Sale, and Sidewalk Easement dedication documents for approval. The Storm Water Access Easement is attached and may be approved and executed by the City the same manner. Once accepted by City Council, the dedication documents should be recorded with the Oakland County Register of Deeds in the usual manner. The Storm Sewer Access Easement should be executed by the City and recorded as well.

### **First Amendment to PRO Agreement**

The First Amendment to PRO Agreement has been provided for the purpose of identifying a change in access point to the commercial portion of the development as a result of utility conflicts. All other terms of the PRO Agreement remain unchanged. The First Amendment to PRO Agreement is satisfactory for this purpose. Subject to the approval of the Exhibits for consistency with the final site plan, the First Amendment may be placed on the next available City Council Consent Agenda for approval. Once approved, the First Amendment should be recorded with the Oakland County Register of Deeds in the usual manner.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

Barb McBeth, City Planner  
City of Novi  
June 20, 2022  
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EKS  
Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)  
Charles Boulard, Community Development Director (w/Enclosure)  
Lindsay Bell, Planner (w/Enclosure)  
Christian Carroll, Planner (w/Enclosure)  
Madeleine Kopko, Planner (w/Enclosure)  
Ben Peacock, Planning Assistant (w/Enclosure)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)  
Ben Croy, City Engineer (w/Enclosure)  
Rebecca Runkel, Project Engineer (w/Enclosure)  
Humna Anjum, Project Engineer (w/Enclosure)  
Victor Boron, Project Engineer (w/Enclosure)  
Melissa Morris, Administrative Assistant (w/Enclosure)  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)  
Alan M. Greene, Esquire (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

**FIRST AMENDMENT TO  
PLANNED REZONING OVERLAY (PRO) AGREEMENT  
(BEACON HILL)**

**FIRST AMENDMENT TO  
PLANNED REZONING OVERLAY (PRO) AGREEMENT  
(BEACON HILL)**

This First Amendment to Planned Rezoning Overlay (PRO) Agreement, Beacon Hill ("Amendment"), is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **IVANHOE MEADOWBROOK, LLC**, a Michigan limited liability company, whose address is 6689 Orchard Lake Road, Suite 314, West Bloomfield, Michigan 48322 (referred to as "Developer"), and the **CITY OF NOVI**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375-3024 (referred to as "City").

**RECITATIONS**

A. Developer and City are parties to a Planned Rezoning Overlay (PRO) Agreement, Beacon Hill (the "PRO"), dated April 17, 2017, with respect to certain properties situated in the City of Novi, County of Oakland, State of Michigan, as more particularly described on **Exhibit 1** attached hereto (the "Property").

B. On April 20, 2017, the PRO Agreement was recorded with the Oakland County Register of Deeds at Liber 50590, Page 705.

C. The PRO consists of three components—(a) a residential phase known as Beacon Hills Meadows (the "Residential Property"); (b) a commercial phase to be known as the Shoppes at Beacon Hill, which is located along 12 Mile Road (the "Commercial Property"); and (c) the Park Trailhead, which consists of approximately 3.28 acres of land (the "Trailhead Property") that generally separates the Residential Property from the Commercial Property. The Residential Property has been developed by Pulte Homes of Michigan, LLC and is no longer owned by Developer.

D. Pursuant to the PRO Agreement, Developer agreed to dedicate the Park Trailhead to the City after completing certain improvements as set forth in paragraph D(ii)(a-g) of the PRO Agreement. Developer has completed the improvements called for in the PRO Agreement and will be conveying the Trailhead Property to the City. The east and west driveway entrances, detention basin, detention basin landscaping and storm sewer outlet to serve the Commercial Property have also been completed as of the date of this Amendment.

E. Access to the Park Trailhead is provided off of 12 Mile Road across a portion of the Commercial Property owned by the Developer as depicted on the "Updated Entrance Locations and Amended Landscape Plan to the Beacon Hill PRO Agreement" attached hereto as **Exhibit 2** ("Updated Access Plan"). The access drives depicted in the Updated Access Plan have been



constructed by Developer. The Updated Access Plan reflects a revised location of the western access drive (the "Wester Access Drive") intended for access to both the Commercial Property and Trailhead Property. The Western Access Drive is now located approximately 30 feet farther east on the Commercial Property than depicted on the original PRO Concept Plan due to utility conflicts. The Revised Access Plan also depicts certain revised landscaping and fencing approved by the City and installed during development of the Park Trailhead as well as revised future parking on the Commercial Property adjacent to the Trailhead Property.

F. Developer and City desire to amend the PRO Agreement in order to reflect the Updated Access Plan described in paragraph E above.

NOW, THEREFORE, Developer and City agree as follows:

1. The Updated Access Plan attached hereto as **Exhibit 2**, shall hereby be incorporated and included as part of the PRO Concept Plan attached as Exhibit B to the PRO Agreement, and **Exhibit 2** shall amend and supersede any part of sheet SP-6, Beacon Hill Park Trailhead, attached to the PRO Agreement as part of Exhibit B recorded as Page 717, Liber 50590, that is inconsistent with **Exhibit 2** hereto.

2. Except as expressly modified by this Agreement, the PRO Agreement remains in full force and effect.

3. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. The rights and obligations contained in this Amendment shall run with the property.

4. This Amendment has been duly authorized by all necessary action of Developer and City.

5. This Amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF the undersigned have executed this amendment effective as of the day and year set forth above.

*(Signatures on next page)*

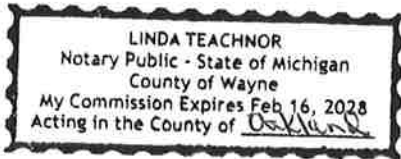
**DEVELOPER**

**IVANHOE MEADOWBROOK, LLC,**  
a Michigan limited liability company

\_\_\_\_\_  
By: Gary Shapiro  
Its: Manager

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND )

The foregoing Amendment to Planned Rezoning Overlay (PRO) Agreement was acknowledged before me by Gary Shapiro, the Manager of Ivanhoe Meadowbrook, LLC, a Michigan limited liability company, on the 31<sup>st</sup> day of May, 2022.



\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: 2/16/2028

**CITY OF NOVI,**  
a Michigan municipal corporation

\_\_\_\_\_  
By:  
Its: Mayor

\_\_\_\_\_  
By:  
Its: Clerk

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND )

The foregoing First Amendment to Planned Rezoning Overlay (PRO) Agreement was acknowledged before me by \_\_\_\_\_, Mayor, and \_\_\_\_\_, Clerk, of behalf of the City of Novi, a Michigan municipal corporation, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Drafted by and when recorded return to:

Alan M. Greene, Esq.  
Dykema Gossett PLLC  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, MI 48304

**EXHIBIT 1**

EXHIBIT 1

**PROPERTY DESCRIPTION**

Tax Id Number(s): 22-12-351-020 (Parcel 1), 22-12-351-021 (Parcel 2), 22-12-351-026 (Parcel 3)

Land Situated in the City of Novi in the County of Oakland in the State of MI:

**PARCEL 1:**

A parcel of land located in the West 1/2 of the Southwest 1/4 of Section 12, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, further described as: Beginning on the West Section line distance North 02 degrees 51 minutes 00 seconds East, 765 feet from the Southwest Section corner; thence North 02 degrees 51 minutes 00 seconds East, 140 feet; thence South 87 degrees 09 minutes 00 seconds East, 315 feet; thence North 02 degrees 51 minutes 00 seconds East, 153 feet; thence North 87 degrees 09 minutes 00 seconds West, 315.0 feet; thence North 02 degrees 51 minutes 00 seconds East, 421.0 feet; thence South 87 degrees 09 minutes 00 seconds East, 697.0 feet; thence South 03 degrees 08 minutes 50 seconds West, 714.0 feet; thence North 87 degrees 09 minutes 00 seconds West, 693.30 feet to the point of beginning.

**PARCEL 2:**

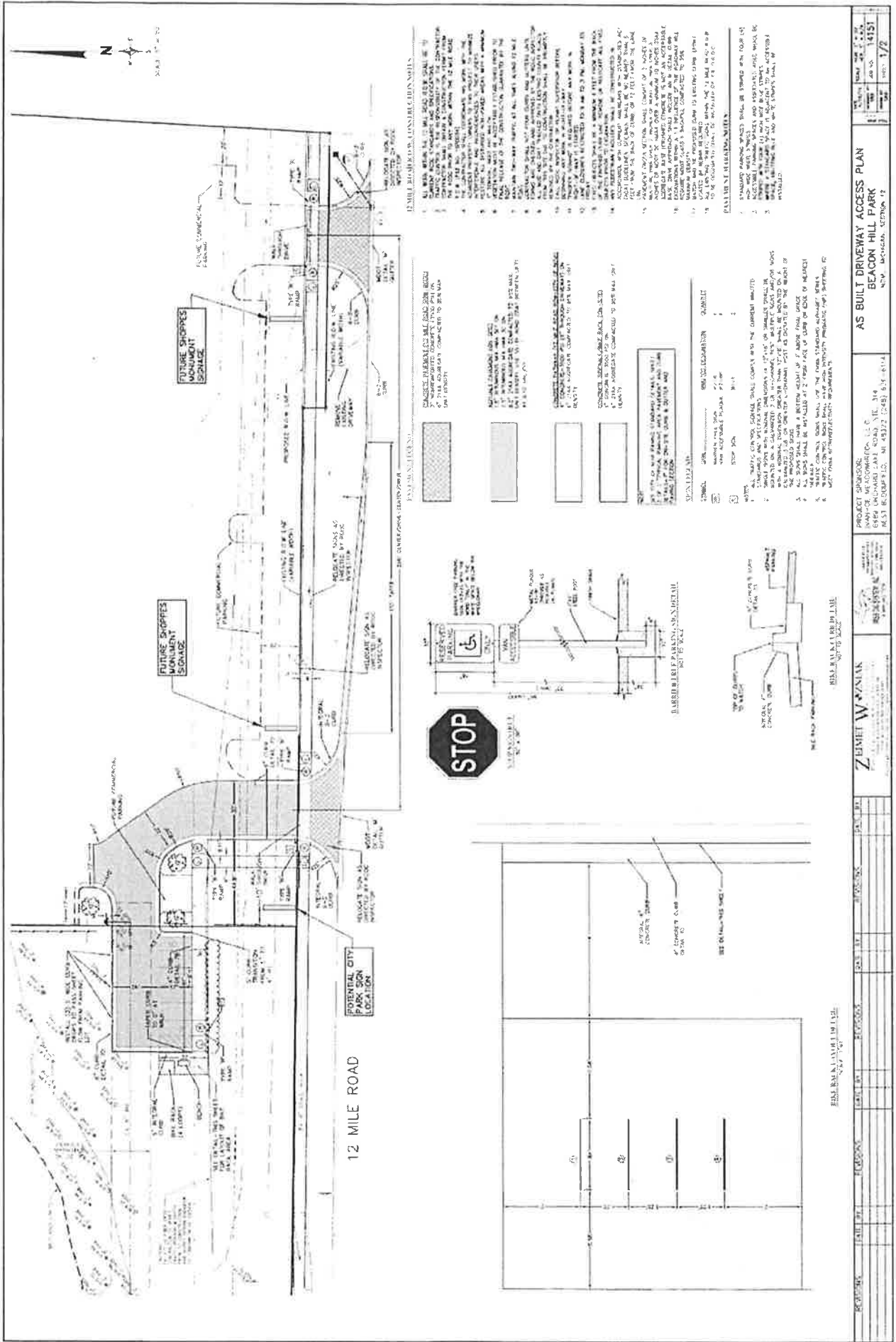
Part of the West 1/2 of the Southwest 1/4 of Section 12, Town 1 North, Range 8 East; Beginning at a point on the West line North 02 degrees 51 minutes 00 seconds East 905 feet from the Southwest Section corner; thence North 02 degrees 51 minutes 00 seconds East 153 feet; thence South 87 degrees 09 minutes 00 seconds East 315 feet; thence South 02 degrees 51 minutes 00 seconds West 153 feet; thence North 87 degrees 09 minutes 00 seconds West 315 feet to beginning.

**PARCEL 3:**

A parcel of land in the West 1/2 of the Southwest 1/4 of Section 12, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Beginning at point distant North 02 degrees 37 minutes 55 seconds East 764.97 feet from the Southwest Section corner; thence South 87 degrees 16 minutes 30 seconds East 695.04 feet; thence South 03 degrees 08 minutes 30 seconds West 652.45 feet; thence North 89 degrees 08 minutes 40 seconds West 141.64 feet; thence North 12 feet; thence North 89 degrees 08 minutes 40 seconds West 465.53 feet; thence North 43 degrees 01 minutes 20 seconds West 54.28 feet; thence North 02 degrees 37 minutes 55 seconds East 597.41 feet; thence North 87 degrees 16 minutes 30 seconds West 43 feet; thence North 02 degrees 37 minutes 55 seconds East 24.97 feet to the point of beginning. EXCEPT that part deeded to the City of Novi for road purposes described as: Part of the Southwest 1/4 of Section 12, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at the Southwest corner of said Section 12; thence North 02 degrees 37 minutes 55 seconds East, 740.00 feet along the West Section line of said Section 12; thence South 87 degrees 16 minutes 30 seconds East, 43.00 feet; thence South 02 degrees 37 minutes 56 seconds West, 597.41 feet; thence South 43 degrees 01 minutes 20 seconds East, 54.28 feet; thence South 89 degrees 08 minutes 40 seconds East, 465.53 feet; thence due South 12.00 feet; thence South 89 degrees 08 minutes 40 seconds East, 141.64 feet; thence South 03 degrees 08 minutes 30 seconds West 79.77 feet to a point on the South line of said Section 12; thence due West, 689.25 feet along said line to point of beginning as set forth in Deed recorded in Liber 11987, Page 59 and rerecorded in Liber 12021, Page 26, Oakland County Records.

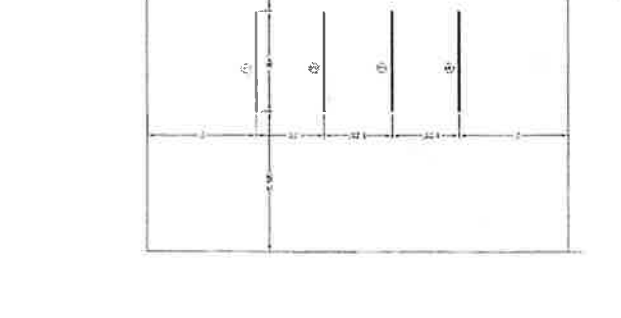
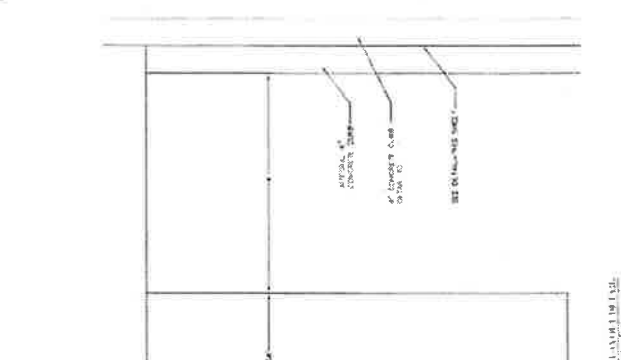
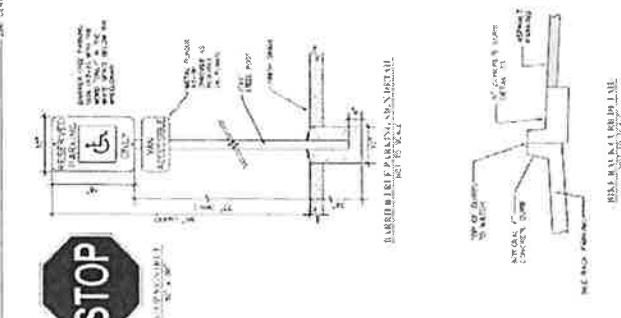
## **EXHIBIT 2**

EXHIBIT 2



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- GENERAL NOTES**
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
  2. EXISTING CONDITIONS ARE SHOWN AS DOTTED LINES.
  3. PROPOSED IMPROVEMENTS ARE SHOWN AS SOLID LINES.
  4. UTILITIES ARE SHOWN AS DASHED LINES.
  5. LANDSCAPING IS SHOWN AS HATCHED AREAS.
  6. SIGNAGE IS SHOWN AS SHAPED AREAS.
  7. FURNITURE IS SHOWN AS SYMBOLS.
  8. LIGHTING IS SHOWN AS CIRCLES.
  9. TRAFFIC CONTROL IS SHOWN AS TRIANGLES.
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NO.	DATE	DESCRIPTION	BY	CHKD.
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2	10/15/11	ISSUED FOR PERMIT	JW	JW
3	10/15/11	ISSUED FOR PERMIT	JW	JW
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49	10/15/11	ISSUED FOR PERMIT	JW	JW
50	10/15/11	ISSUED FOR PERMIT	JW	JW

PROJECT: BEACON HILL PARK  
 SHEET: 1/2  
 DATE: 10/15/11  
 DRAWN BY: JW  
 CHECKED BY: JW





**RECIPROCAL EASEMENT AGREEMENT**

## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (the “Easement Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and between **Ivanhoe Meadowbrook, LLC**, a Michigan limited liability company, whose address is 6689 Orchard Lake Road, Suite 314, West Bloomfield, Michigan 48322 (“Developer”), and the **City of Novi**, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 (the “City” or “Novi”).

### RECITALS:

WHEREAS, Developer and the City entered into a Planned Rezoning Overlay Agreement dated April 17, 2017 (the “PRO Agreement”), as thereafter amended, with respect to a proposed mixed-use commercial, residential and recreational project known as Beacon Hill Park (the “Project”). The Project consists of approximately 21.13 acres and is located on the north side of 12 Mile Road and on the east side of Meadowbrook Road.

WHEREAS, the Project consists of three components—(1) a residential phase known as Beacon Hills Meadows, which consists of approximately 13.60 acres of land (the “Residential Property”); (2) a commercial phase to be known as the Shoppes at Beacon Hill, which consists of approximately 3.05 acres of land (the “Commercial Property”) located along 12 Mile Road, as is more particularly described in **Exhibit B** (Tax Parcel No. 50-22-12-351-052); and (3) the Park Trailhead, which consist of approximately 3.28 acres of land, and is more particularly described in **Exhibit A** (Tax Parcel No. 22-12-351-051) (the “Trailhead Property”) that generally separates the Residential Property from the Commercial Property. The Residential Property has been developed by Pulte Homes of Michigan, LLC and is no longer owned by Developer. The east and west driveway entrances, detention basin, detention basin landscaping and storm sewer outlet to serve the Commercial Property have been completed as of the date of this Easement Agreement.

WHEREAS, pursuant to the PRO Agreement, Developer agreed to dedicate the Park Trailhead to the City after completing certain improvements as set forth in paragraph D(ii)(a-g) of the PRO Agreement. Developer has completed the improvements called for in the PRO Agreement and will be conveying the Trailhead Property to the City contemporaneous with the execution of this Easement Agreement.

WHEREAS, access to the Park Trailhead is provided off of 12 Mile Road across a portion of the Commercial Property owned by the Developer as depicted on the “Updated Entrance Locations and Amended Landscape Plan to the Beacon Hill PRO Agreement” attached hereto as **Exhibit C** (“Updated Access Plan”). The access drives depicted in the Updated Access Plan have

been constructed by Developer. The Updated Access Plan reflects a revised location of the western access drive (“the Western Access Drive”) intended for access to both the Commercial Property and Trailhead Property. The Western Access Drive is now located approximately 30 feet farther east on the Commercial Property than depicted on the original PRO Site Plan due to utility conflicts. The Updated Access Plan also depicts certain revised landscaping and fencing approved by the City and installed during development of the Park Trailhead as well as revised future parking on the Commercial Property adjacent to the Trailhead Property. The Updated Access Plan was approved by the City and Developer through a First Amendment to the PRO Agreement.

WHEREAS, this Easement Agreement is intended to reflect reciprocal easements for road access and utilities, for maintenance of certain improvements, for signage and other rights regarding the Commercial Property described in **Exhibit B** and the Trailhead Property described in **Exhibit A**.

NOW, THEREFOR, for consideration, the adequacy and sufficiency of which is hereby confirmed, the Parties hereby agree as follow.

1. **Access Easement.** Developer grants, for the benefit of the City, and its employees, agents, licensees, invitees and members of the general public a non-exclusive perpetual easement to utilize the Western Access Drive as depicted and legally described in **Exhibit D** (the “Access Easement”) for ingress and egress on, over, across and through the Commercial Property in order to access the Trailhead Property from 12 Mile Road. The Access Easement is limited for use only as an egress and egress access to the Trailhead Property and not for any other purpose whatsoever.

2. **Maintenance of Access Easement Before Development of Commercial Property.** Prior to development of the Commercial Property, the City shall be responsible at its expense to maintain and for minor repairs of (such as patching cracks and potholes, but not for major repairs such as partial or full replacement, re-sealing, etc.) the Access Easement, including regular and timely removal of snow and ice and ordinary trash and debris removal and minor repairs. Notwithstanding the above, the City has no obligation to remove snow from the Western Access Drive over and through Commercial Property in the event that the Trailhead Property is not open to the public all or a portion of the winter months, which shall be within the City’s sole discretion.

3. **Maintenance of Access Easement After Development of Commercial Property.** At such time as a final site plan for the Commercial Property is approved and development continued on the Commercial Property, Developer shall thereafter be responsible at its expense for all maintenance, repairs and replacement of the Access Easement, including regular and timely removal of snow and ice and ordinary trash. The City agrees to maintain and operate a trash can at or near the entrance to the Trailhead Property, but on the Trailhead Property, for use by the Park Trailhead visitors.

4. **Stormwater Drainage and Detention.** The City hereby grants to Developer, for the benefit of the Commercial Property and to carry out the terms and conditions of a Storm Drainage Facility Maintenance Agreement dated February 26, 2018, recorded at Liber 51807, Page 765, a non-exclusive, perpetual Storm Sewer Easement over the Trailhead Property for access to the storm water detention outlets required for the purpose of maintaining, operating and repairing

the storm drainage, detention and/or retention facilities as legally described and depicted in **Exhibit E**, serving both the Commercial Property and Trailhead Property. The City acknowledges that the stormwater detention basin, stormwater basin landscaping and stormwater outlet located on the Commercial Property have been completed and inspected, and are consistent with the approved plans.

5. **Easement for Park Trailhead Signage.** Developer hereby grants and conveys for the benefit of the City and the Trailhead Property, a permanent, non-exclusive easement for the ongoing use, maintenance and repair of a ground sign on the west side of the Western Access Drive as generally depicted on **Exhibit C**. The Trailhead sign shall be located along 12 Mile Road within 10' of the west property line of the Commercial Property. The size and design of the sign shall be compatible and complementary with a ground sign for the Commercial Property to be located on the east side of the Western Access Drive as also generally depicted on **Exhibit C**. The plans for any proposed City sign along the Western Access Drive shall be submitted to Developer for review and approval, which approval shall not be unreasonably withheld or delayed. All costs incurred in connection with the design, erection, lighting, operation, maintenance, repair and/or replacement of the City sign shall be the responsibility of the City. The Developer, however, shall be responsible for any landscaping installed around or in proximity to the City sign in connection with the future site planning and development of the Commercial Property.

6. **Insurance.** The City shall maintain insurance against personal injury and property damage arising from its use and operations of the Access Easement in a commercially reasonable amount and name Developer and/or any successor owners of the Commercial Property as additional insureds. The City further agrees to defend, indemnify and hold harmless Developer from and against all claims, liens, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages (including attorneys' fees) and injury to person, property or otherwise, arising from any exercise of or use of the Easements provided herein by the City, except such injury, loss or damage caused by the negligence or willful or intentional conduct of the Developer, its agents, guests, invitees, family members or employees.

7. **Successors.** This Easement Agreement shall be binding upon and inure to the benefit of the parties designated herein, their heirs, executors, administrator, beneficiaries, successors and assigns.

8. **Governing Law.** This Easement Agreement shall be construed in accordance with laws of the State of Michigan.

9. **Headings.** The paragraph headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement and shall not be considered in any construction or interpretation of this Easement Agreement or any part thereof.

10. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts when taken together shall constitute one and the same Easement Agreement.

11. **Severability.** In the event any provisions of this Easement Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder thereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

12. **Amendments.** Any amendment or modification of this Easement Agreement must be in writing, executed by all of the then current owners of the Developer's Property and the City's Property, approved by the City and recorded with the Oakland County Register of Deeds.

13. **Remedies.** In the event of any violation and threatened violation of any of the provisions of this Easement Agreement by one of the parties, the other party shall have the right to apply to a court of competent jurisdiction for an injunction or temporary restraining order against such violation or threatened violation and/or for a decree of specific performance in addition to any other remedy allowed by law.

14. **Easements Run With The Land.** The Easements granted herein shall run with the lands.

15. **Notices.** Notices permitted or required hereunder shall be in writing and shall be delivered or sent by e-mail (with evidence of actual receipt) or by overnight mail or by certified mail to the addresses first provided above, provided that any party may change such address by written notice to the other party.

IN WITNESS WHEREOF, the Parties below have executed this Easement Agreement as of the date stated above.

*(Signatures on following page)*

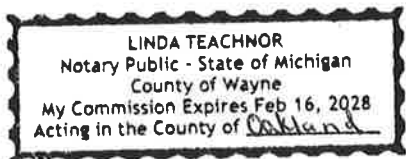
**DEVELOPER:**

**IVANHOE MEADOWBROOK, LLC,**  
a Michigan limited liability company

By: [Signature]  
Print: Gary Shapiro  
Title: Manager  
Dated: 5/31/2022

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The Reciprocal Easement Agreement herein was executed before me this 31<sup>st</sup> day of May, 2022 by Gary Shapiro, the Manager of Ivanhoe Meadowbrook, LLC, a limited liability company, on behalf of said company.



[Signature]  
Notary Public  
Notary Public, State of Michigan, County of Wayne  
Acting in the County of Oakland  
My Commission Expires: 2/16/2028

**CITY OF NOVI**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The Reciprocal Easement Agreement herein was executed before me this \_\_\_ day of May 2022 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Novi, on behalf of said City.

\_\_\_\_\_  
Notary Public  
Notary Public, State of Michigan, County of \_\_\_\_\_  
Acting in the County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

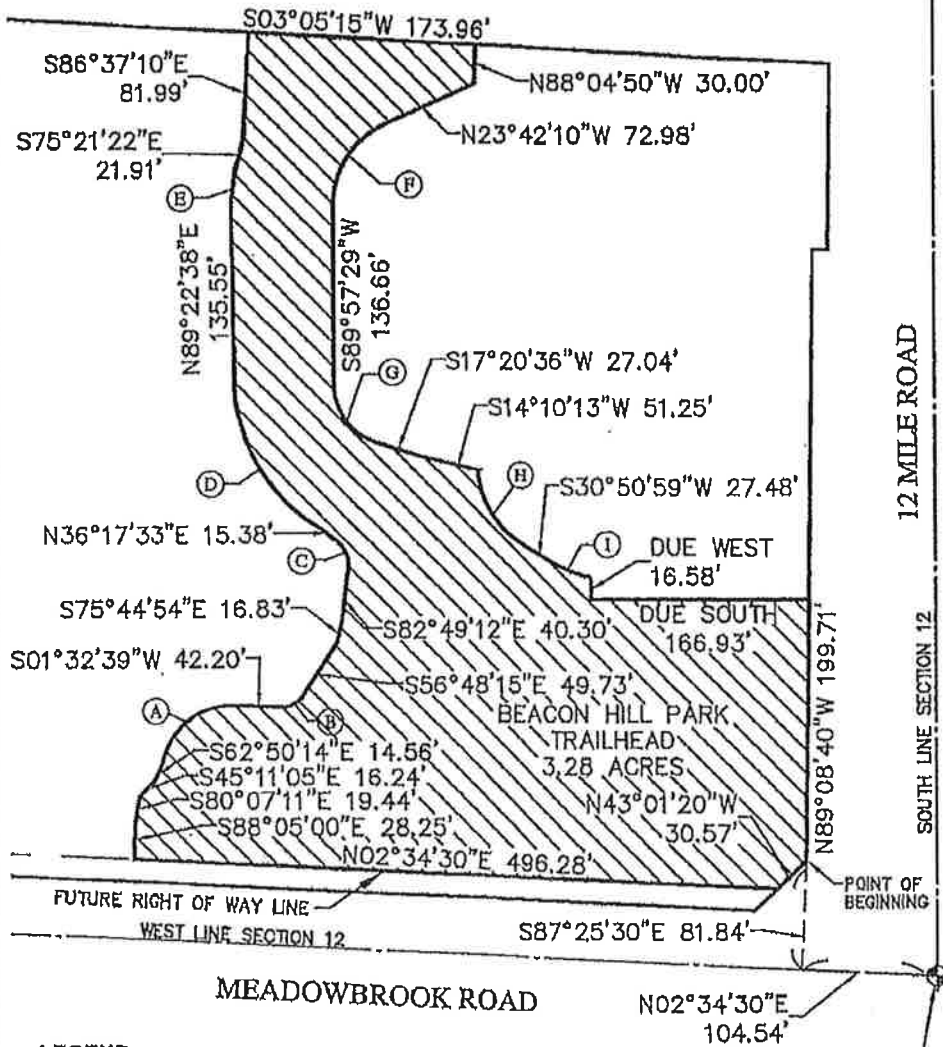
Drafted by and when recorded return to:

Alan M. Greene, Esq.  
Dykema Gossett PLLC  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, MI 48304

EXHIBIT 'A'



SCALE: 1" = 100'



LEGEND

(A) CURVE

S.W. CORNER  
SECTION 12  
T. 1 N., R. 8 E.  
NOVI, OAKLAND  
CO., MI

SEE SHEET 2/2 FOR LEGAL AND CURVE DATA

REVISIONS			DATE	SCALE Horizontal 1" = 100' FIELD BOOK NO.
ITEM	DATE	BY		
FOR SUBMITTAL	01-15-17	PTG	9-29-18	
FOR OWNER REVIEW	02-1-17	PTG		

<p>NOVI MICHIGAN</p> <p><b>ZEMET WOZNIAK</b> &amp; ASSOCIATES</p> <p>Civil Engineers &amp; Land Surveyors 53800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-3099 F: (248) 437-3222 www.zemewozniak.com</p>	<p>DESIGNED BY</p> <p>JOB NO. 14151</p> <p>DRAWN BY</p> <p>PTG</p> <p>SHEET NO. 1/2</p>
---	---

© COPYRIGHT 2016







EXHIBIT 'B'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

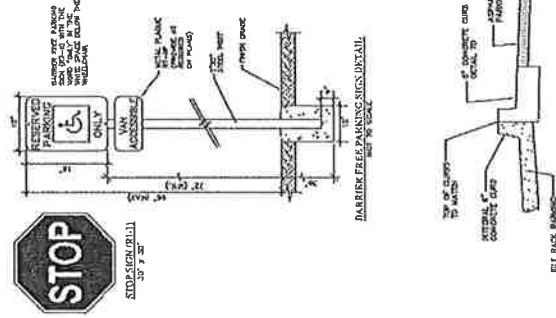
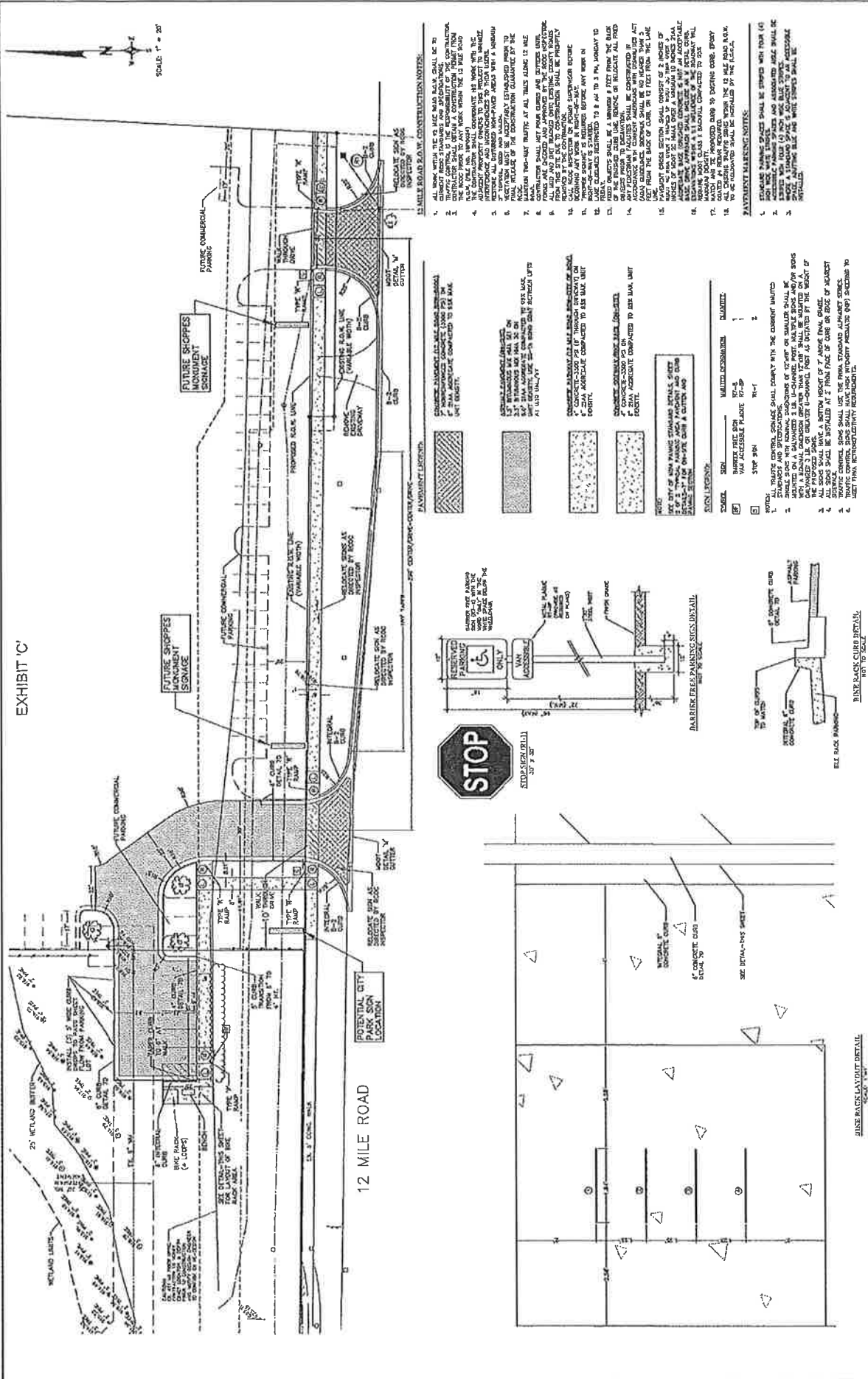
COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 104.54 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 81.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 12 MILE ROAD (WIDTH VARIES); THENCE ALONG SAID NORTH LINE S. 89°08'40" E. 199.71 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH 166.93 FEET; THENCE DUE EAST 18.58 FEET; THENCE 32.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 119.62 FEET, CENTRAL ANGLE 15°27'59" AND A CHORD THAT BEARS N. 20°43'16" E. 32.19 FEET; THENCE N. 30°50'59" E. 27.48 FEET; THENCE 68.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 71.58 FEET, CENTRAL ANGLE 54°36'15" AND A CHORD THAT BEARS N. 58°09'06" E. 65.67 FEET; THENCE N. 14°10'13" E. 51.25 FEET; THENCE N. 17°20'36" E. 27.04 FEET; THENCE 60.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 46.05 FEET, CENTRAL ANGLE 74°57'54" AND A CHORD THAT BEARS N. 52°28'31" E. 56.04 FEET; THENCE N. 89°57'29" E. 136.66 FEET; THENCE 80.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 70.11 FEET, CENTRAL ANGLE 65°32'47" AND A CHORD THAT BEARS S. 56°28'33" E. 75.90 FEET; THENCE S. 23°42'10" E. 72.98 FEET; THENCE S. 88°04'50" E. 30.00 FEET; THENCE S. 03°05'15" W. 273.75 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF 12 MILE ROAD; THENCE THE FOLLOWING 3 (3) COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF 12 MILE ROAD 1) N. 89°08'40" W. 141.63 FEET, 2) DUE NORTH 12.00 FEET AND 3) N. 89°08'40" W. 265.82 FEET TO THE POINT OF BEGINNING. CONTAINING 3.05 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

CURVE DATA

<u>CURVE</u>	<u>ARC</u>	<u>RADIUS</u>	<u>CENTRAL ANGLE</u>	<u>CHORD BEARING</u>	<u>CHORD LENGTH</u>
A	32.29'	119.62'	15°27'59"	N 20°43'16" E	32.19'
B	68.22'	71.58'	54°36'15"	N 58°09'06" E	65.67'
C	60.25'	46.05'	74°57'54"	N 52°28'31" E	56.04'
D	80.21'	70.11'	65°32'47"	S 56°28'33" E	75.90'

<b>REVISIONS</b>			<b>THE SHOPPES AT BEACON HILL</b>		<b>DATE</b>	<b>SCALE</b>	
<b>ITEM</b>	<b>DATE</b>	<b>BY</b>			9-29-16	<b>NO: 1" =</b>	
			NOVI	MICHIGAN	<b>DESIGNED BY</b>	<b>JOB NO.</b>	<b>© COPYRIGHT 2016</b>
			<b>Z E I M E T W O Z N I A K</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimewozniak.com			<b>14151</b>	
						<b>DRAWN BY</b>	<b>SHEET NO.</b>
				PTG	<b>2/2</b>		

EXHIBIT 'C'



- 12 MILE ROAD R.O.W. CONSTRUCTION NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
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  6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
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  16. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  17. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  18. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- PAVEMENT MARKING NOTES:**
1. PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  2. PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
  3. PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

PROJECT NUMBER	DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS
<b>AS BUILT DRIVEWAY ACCESS PLAN</b>									
<b>BEACON HILL PARK</b>									
NOV. 2008, SECTION 12									
PROJECT ENGINEER: HANRICK MEADOROCK, L.L.C. 6609 ORCHARD LAKE ROAD, STE. 214 WEST BLOOMFIELD, MI 48322 (248) 626-8114									
PROJECT NO: 08-011 SHEET NO: 1/2									

EXHIBIT 'C'

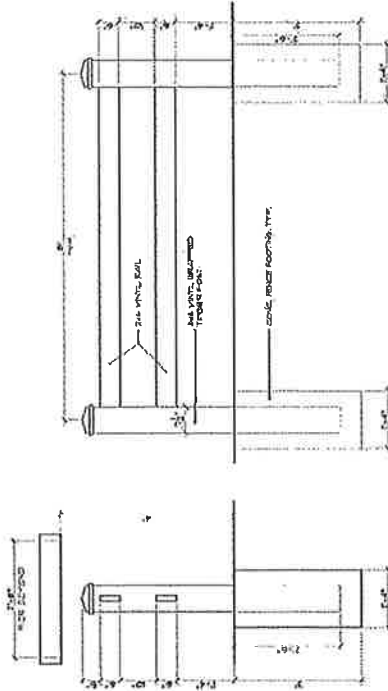
**PLANT LIST**

KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	UNIT COST	TOTAL
QRR	4	QUERCUS RUBRA	RED OAK	2" F" BB	\$400	\$1600
YBM	15	YBURNUM DENTATUM	BLUE HUPPIN YBURNUM	30" BB	\$50	\$750
	6 CY	MULCH (AROUND TREES AND SHRUBS)			\$35	\$210
						\$2560

- NOTES:**
1. PLANT YBURNUM AT 5' O.C. SPACING.
  2. TREE NEAR HYDRANT SHALL BE A MINIMUM 10' FROM THE HYDRANT AND 5' BEHIND ANY EXISTING OR FUTURE CURB.

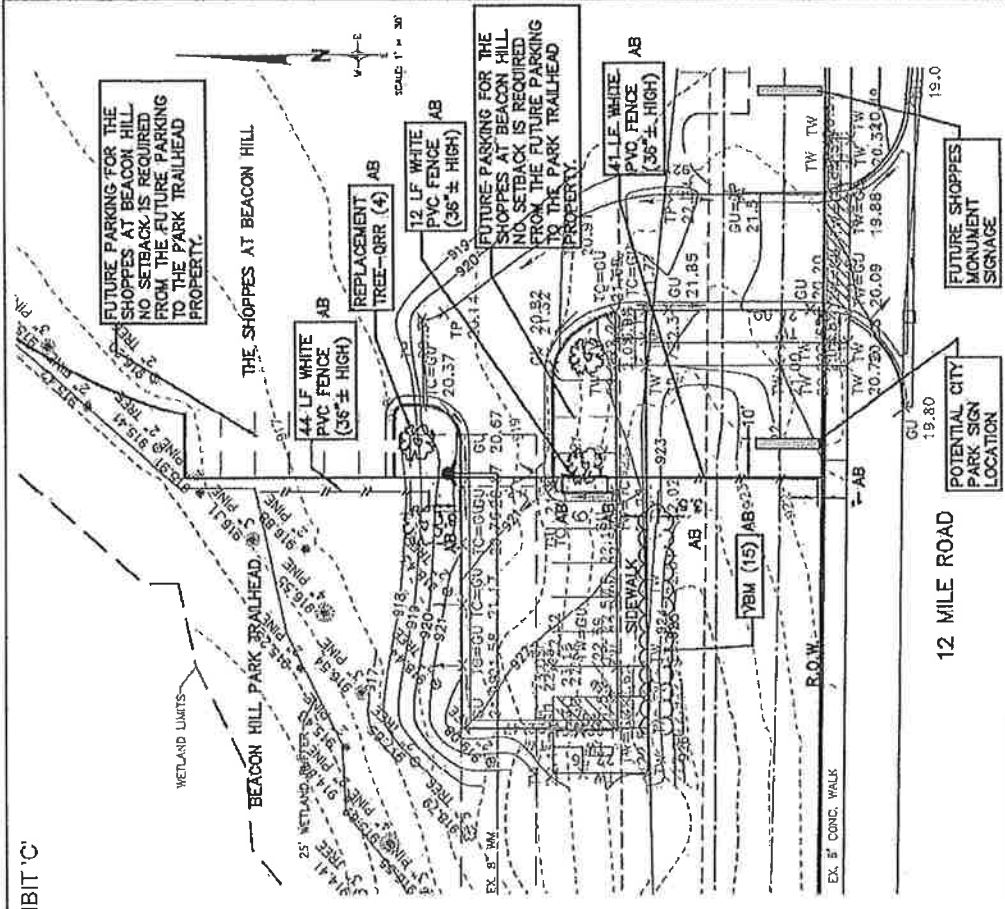
**TRANSPLANTED MATERIAL GUIDELINES (FROM LANDSCAPE DESIGN MANUAL)**

- COLLECTED OR TRANSPLANTED TREES**
1. ALL COLLECTED TREES SHALL BE FROM ON-SITE AND INSPECTED BY THE CITY. TREES MAY BE REJECTED FOR REASONS OF INSECT INFESTATION, DISEASE OR STANDARDS SET FORTH IN THIS ORDINANCE. SUCH PLANT MATERIAL MAY BE REJECTED EITHER IN FULL OR IN PART.
  2. ALL TRANSPLANTED TREES SHALL CONFORM TO STANDARDS SET FORTH IN SECTION 3C.
  3. THE ROOT BALL OF ANY TRANSPLANTED TREE SHALL MEASURE 1 FOOT FOR EACH INCH OF TRUNK DIAMETER MEASURED 12" ABOVE THE GROUND.
  4. IF TREES ARE TO BE STORED, THEY SHALL BE BURLAPPED AND HEELED IN WITH MULCH IN A PRE-DETERMINED AREA APPROVED BY THE CITY.
  5. THE TREES SHALL BE PROVIDED WITH A WORKING IRRIGATION SYSTEM APPROVED BY THE CITY TO PREVENT DROUGHT DURING STORAGE.



TWO-RAIL WHITE PVC FENCE (3 LOCATIONS)

8" X 8" POST WITH 2" X 6" RAIL



AB DENOTES AS BUILT

<p><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY				<p><b>MISS DIG SYSTEM, INC.</b>              THREE FULL WORKING DAYS BEFORE YOU DIG, CALL MISS DIG SYSTEMS              1-800-482-7171</p>	<p><b>ZEMET WOZNIAK &amp; ASSOCIATES</b>              Civil Engineers &amp; Land Surveyors              45800 GRAND RIVER AVE., SUITE 100              NEW HUDSON, MICHIGAN 48166              Ph: (248) 437-2697 Fax: (248) 437-5221 www.zemetwozniak.com</p>	<p><b>PROJECT SPONSOR:</b>              IVANHOE MEADOWBROOK LLC              6689 ORCHARD LAKE ROAD, STE 314              WEST BLOOMFIELD, MI 48322</p>	<p>DATE: 9/17/20              DESIGNED BY: AW              DRAWN BY: SFB              SCALE: 1" = 30'</p>	<p>DATE: 9/17/20              DESIGNED BY: AW              DRAWN BY: SFB              SCALE: 1" = 30'</p>
NO.	DATE	BY									

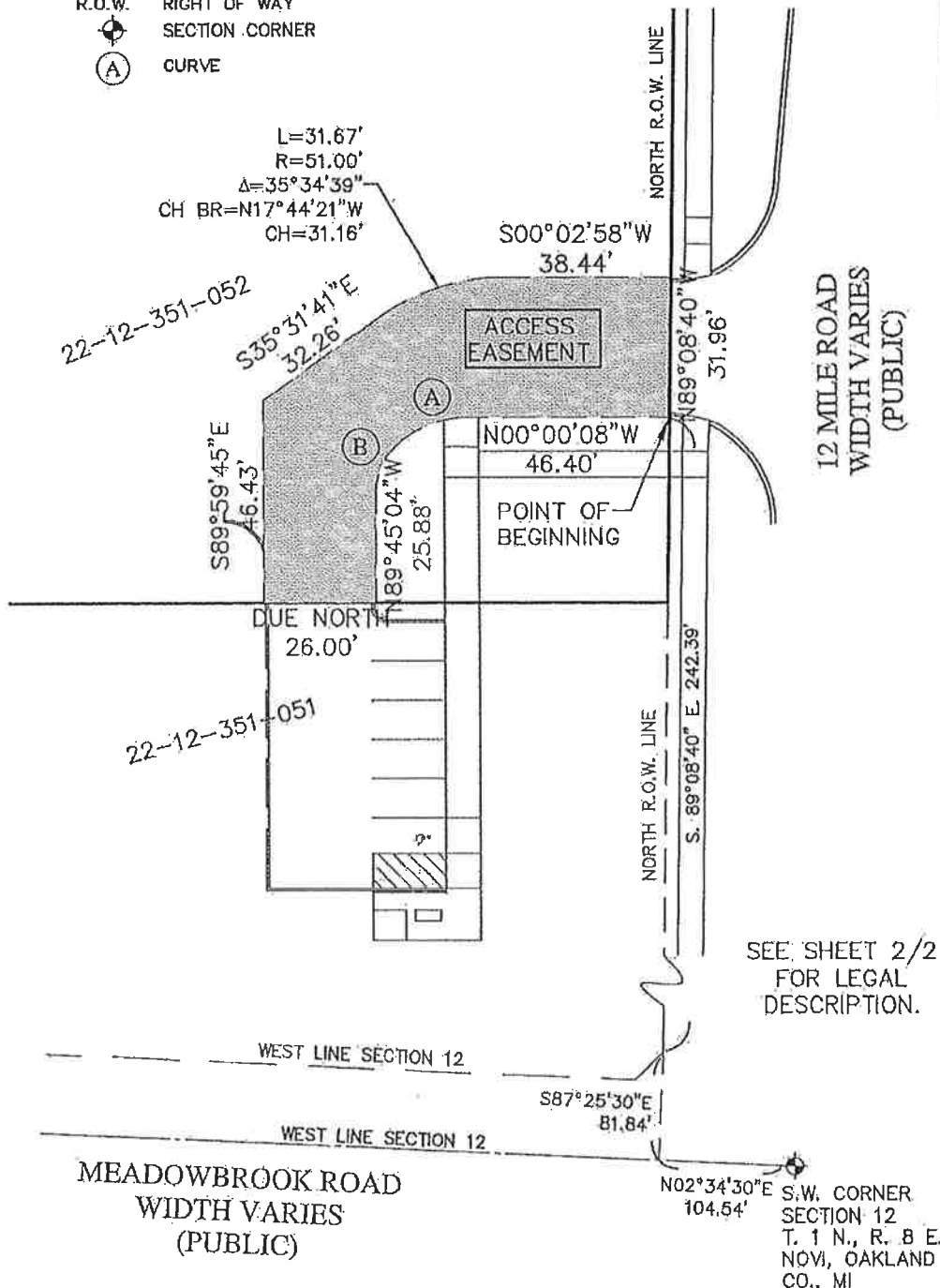
EXHIBIT 'D'

LEGEND

- BOUNDARY LINE
- PARCEL LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT OF WAY
- SECTION CORNER
- CURVE



SCALE: 1" = 30'



SEE SHEET 2/2 FOR LEGAL DESCRIPTION.

REVISIONS			ACCESS EASEMENT THE SHOPPES AT BEACON HILL NOVI MICHIGAN		DATE	SCALE
ITEM	DATE	BY			10-4-21	HOR: 1" = 30'
					DESIGNED BY	JOB NO. 14151
					DRAWN BY	SHEET NO. 1/2
					PTG	

**ZEIMET WOZNIAK & ASSOCIATES**  
Civil Engineers & Land Surveyors  
35800 GRAND RIVER AVE. SUITE 100  
NEW HUDSON, MICHIGAN 48165  
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

© COPYRIGHT 2021

EXHIBIT 'D'

ACCESS EASEMENT LEGAL DESCRIPTION

A ACCESS DESCRIPTION LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 104.54 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 81.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 12 MILE ROAD (WIDTH VARIES); THENCE ALONG SAID NORTH LINE S. 89°08'40" E. 242.39 FEET TO THE POINT OF BEGINNING; THENCE N. 00°00'08" W. 46.40 FEET; THENCE 18.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 25.00 FEET, CENTRAL ANGLE 42°12'37" AND A CHORD THAT BEARS N. 21°06'26" W. 18.00 FEET; THENCE 11.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 14.00 FEET, CENTRAL ANGLE 47°32'19" AND A CHORD THAT BEARS N. 65°58'55" W. 11.29 FEET; THENCE N. 89°45'04" W. 25.88 FEET; THENCE DUE NORTH 26.00 FEET; THENCE S. 89°59'45" E. 46.43 FEET; THENCE S. 35°31'41" E. 32.26 FEET; THENCE 31.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 51.00 FEET, CENTRAL ANGLE 35°34'39" AND A CHORD THAT BEARS S. 17°44'21" E. 31.16 FEET; THENCE S. 00°02'58" W. 38.44 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF 12 MILE ROAD N. 89°08'40" W. 31.96 FEET TO THE POINT OF BEGINNING.

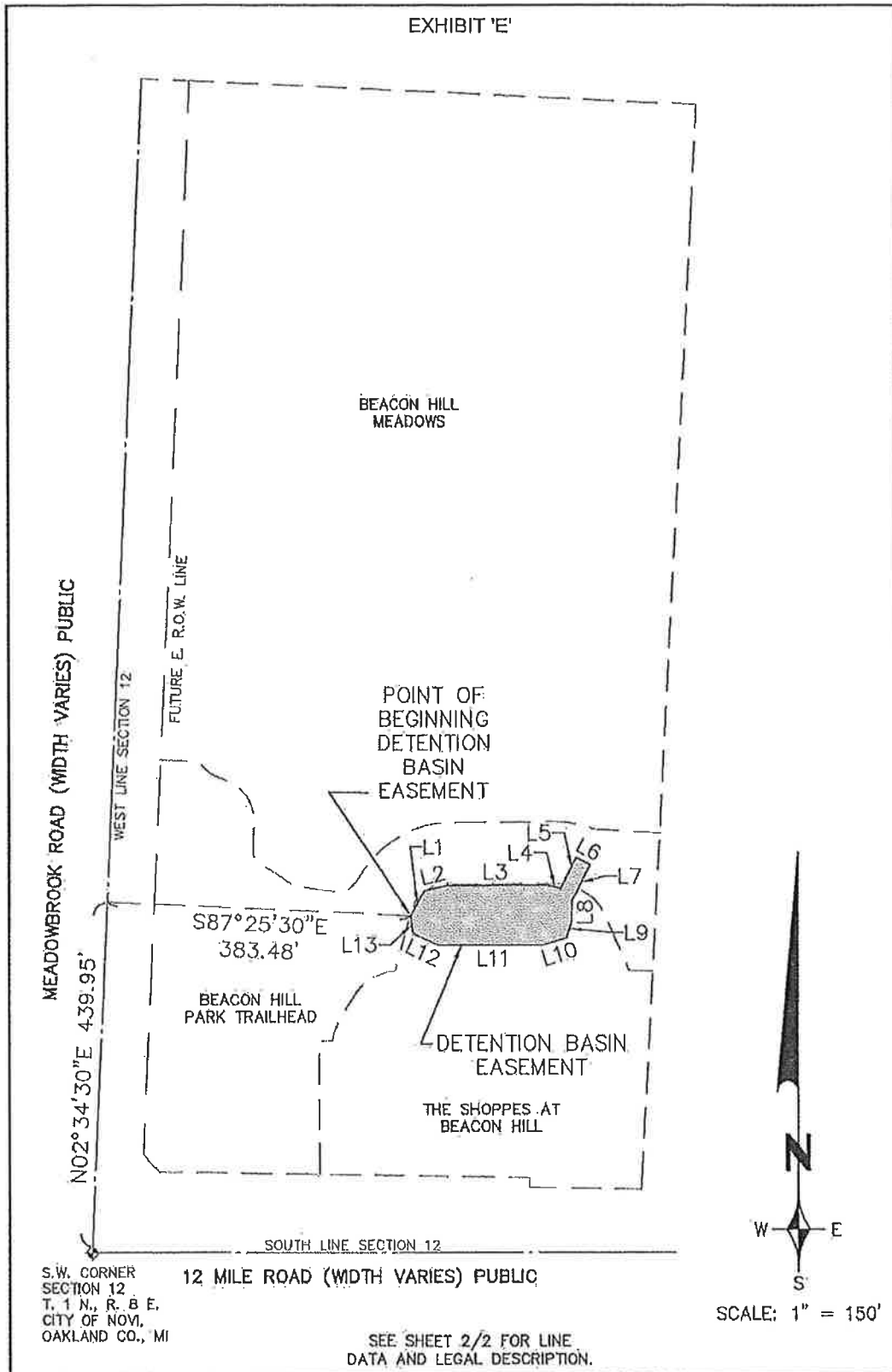
**CURVE DATA**

<u>CURVE</u>	<u>ARC</u>	<u>RADIUS</u>	<u>CENTRAL ANGLE</u>	<u>CHORD BEARING</u>	<u>CHORD LENGTH</u>
A	18.42'	25.00'	42°12'37"	N 21°06'26" W	18.00'
B	11.62'	14.00'	47°32'19"	N 65°58'55" W	11.29'

<b>REVISIONS</b>			<p align="center"><b>ACCESS EASEMENT</b>  <b>THE SHOPPES AT BEACON HILL</b>                  NOVI MICHIGAN</p>		DATE	SCALE
ITEM	DATE	BY			10-4-21	HOR: 1" = FIELD BOOK 110.
			<p align="center"><b>Z EIMET W OZNIAK</b>                  &amp; ASSOCIATES                  Civil Engineers &amp; Land Surveyors                  33800 GRAND RIVER AVE, SUITE 100                  NEW HUDSON, MICHIGAN 48165                  P: (248) 457-3099 F: (248) 337-5222 www.zeimetwozniak.com</p>		DESIGNED BY	JOB NO.
					PTG	14151
				DRAWN BY	SHEET NO.	
					2/2	

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EXHIBIT 'E'



S.W. CORNER  
SECTION 12  
T. 1 N., R. 8 E.  
CITY OF NOVI,  
OAKLAND CO., MI

12 MILE ROAD (WIDTH VARIES) PUBLIC

SCALE: 1" = 150'

SEE SHEET 2/2 FOR LINE  
DATA AND LEGAL DESCRIPTION.

REVISIONS			DETENTION BASIN EASEMENT THE SHOPPES AT BEACON HILL		DATE	SCALE
ITEM	DATE	BY	NOVI	MICHIGAN	1-9-17	NO. 1" = 150'
						FIELD BOOK NO.
			<b>Z E I M E T W O Z N I A K</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimstwozniak.com		DESIGNED BY	JOB NO.
					PTG	14151
					DRAWN BY	SHEET NO.
						1/2

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EXHIBIT 'E'

Line Table		
Line #	Direction	Length
L1	N29°22'45"E	36.25
L2	N76°43'37"E	28.33
L3	N89°41'27"E	127.67
L4	S74°36'19"E	16.36
L5	N26°30'18"E	43.64
L6	S63°29'42"E	20.00
L7	S26°30'18"W	52.46
L8	S00°23'23"W	24.32
L9	S16°42'16"W	22.01
L10	S73°01'23"W	30.38
L11	S89°42'14"W	131.75
L12	N65°32'03"W	36.25
L13	N06°17'01"W	22.46

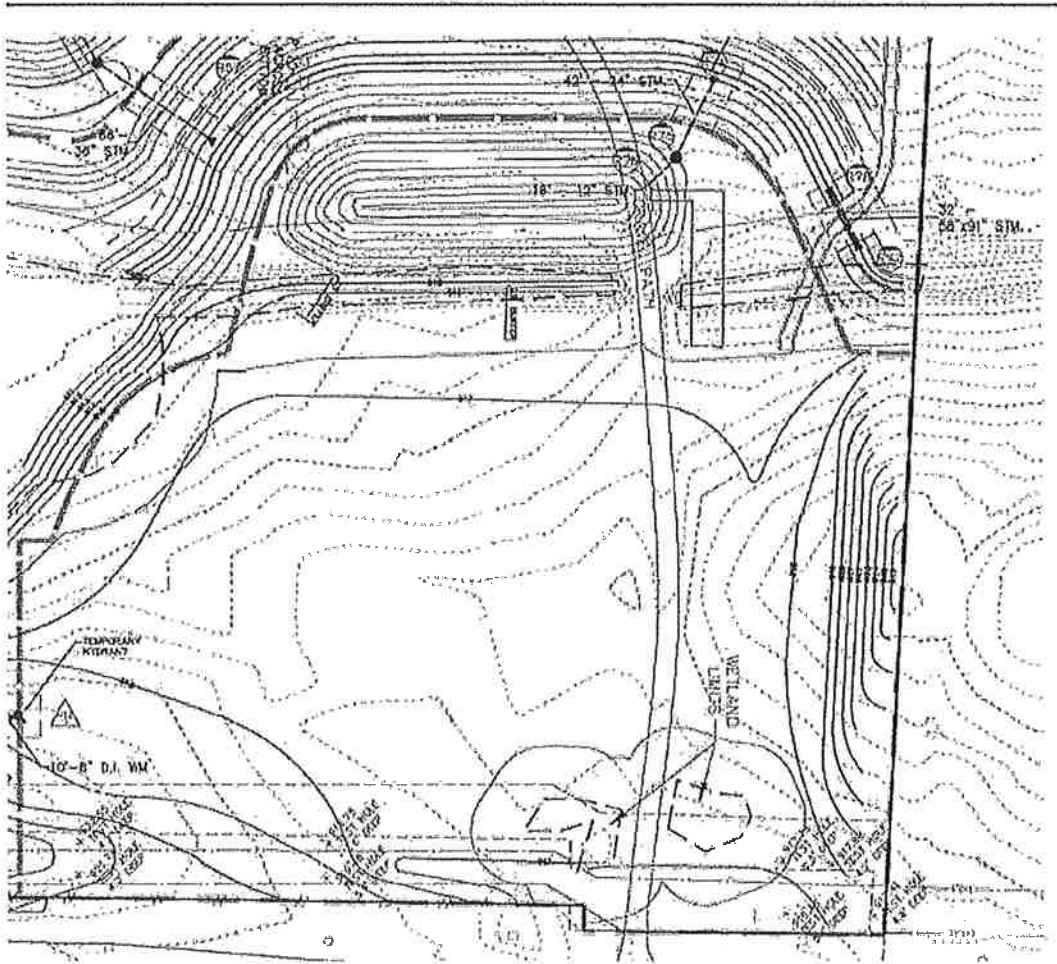
LEGAL DESCRIPTION

A DESCRIPTION OF A DETENTION BASIN EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 439.95 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 383.48 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE N. 29°22'45" E. 36.25 FEET; THENCE N. 76°43'37" E. 28.33 FEET; THENCE N. 89°41'27" E. 127.67 FEET; THENCE S. 74°36'19" E. 16.36 FEET; THENCE N. 26°30'18" E. 43.64 FEET; THENCE S. 63°29'42" E. 20.00 FEET; THENCE S. 26°30'18" W. 52.46 FEET; THENCE S. 00°23'23" W. 24.32 FEET; THENCE S. 16°42'16" W. 22.01 FEET; THENCE S. 73°01'23" W. 30.38 FEET; THENCE S. 89°42'14" W. 131.75 FEET; THENCE N. 65°32'03" W. 36.25 FEET; THENCE N. 06°17'01" W. 22.46 FEET TO THE POINT OF BEGINNING.

<b>REVISIONS</b> <table border="1"> <thead> <tr> <th>ITEM</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			ITEM	DATE	BY																												<b>DETENTION BASIN EASEMENT</b> <b>THE SHOPPES AT BEACON HILL</b> NOVI MICHIGAN		DATE 1-9-17	SCALE HOR: 1" = FIELD BOOK NO.
ITEM	DATE	BY																																		
ZEIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 33800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com			DESIGNED BY PTG	JOB NO. 14151	© COPYRIGHT 2016																															
DRAWN BY PTG			SHEET NO. 2/2																																	

EXHIBIT 'E'



**BILL OF SALE – TRAILHEAD PARK**

**BILL OF SALE – TRAILHEAD PARK**

KNOW ALL MEN BY THESE PRESENTS, that **Ivanhoe Meadowbrook, LLC**, whose address is 6689 Orchard Lake Rd., Ste. 314, West Bloomfield, Michigan 48322 (“Seller”), for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Novi**, 45175 West Ten Mile Road, Novi, Michigan 48375 (“Purchaser”), all landscaping, paving, bike racks, benches and any and all other appurtenances thereto and improvements installed or constructed by Seller pursuant to a Planned Rezoning Overlay Agreement dated April 17, 2017 (the “PRO Agreement”), as amended, as a part of the Beacon Hills PRO Trail Head Park (collectively, the “Property”) on and over the following described Land:

{See the Attached and incorporated Exhibit A}

Tax Parcel No. 22-12-351-051

Seller makes no representation or warranty, express or implied, with respect to the Property or as to the fitness or condition of any of the Property. This sale is without recourse and made “as is” and “where is”. Purchaser acknowledges that the Property and the work associated with the Property have been fully completed by Seller in accordance with the PRO Agreement and Purchaser accepts such Property under the terms and conditions set forth herein. The undersigned has executed this Bill of Sale on this 19<sup>th</sup> day of April, 2022.

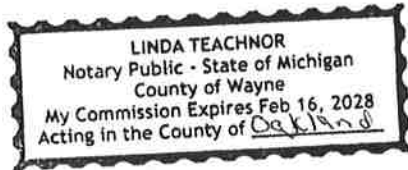
{Signatures on following page}

Ivanhoe Meadowbrook, LLC, a Michigan limited liability company

By: [Signature]  
Gary Shapiro  
Its: Manager

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 2022, by Gary Shapiro, the Manager of Ivanhoe Meadowbrook, LLC, a Michigan limited liability company, on behalf of the Company.



[Signature]  
Notary Public  
Wayne County, Michigan  
My Commission Expires: 2/16/2028

City of Novi

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Novi, on behalf of said City.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by:  
Elizabeth M. Kudla  
30903 Northwestern Highway  
Farmington Hills, MI 48334

Return to:  
Cortney Hanson, Clerk  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375-3024

**WARRANTY DEED**

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that **Ivanhoe Meadowbrook, LLC**, a Michigan limited liability company (“Grantor”), whose address is 6689 Orchard Lake Road, Suite 314, West Bloomfield, Michigan 48322, conveys and warrants to the **City of Novi**, a Michigan Municipal Corporation (“Grantee”), whose address is 45175 Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof, (Tax Parcel No. 22-12-351-051)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, subject to Permitted Exceptions on attached Exhibit “B”, for the sum of One and no/100-----Dollars (\$1.00).

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND 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 19<sup>th</sup> day of April, 2022.

{Signatures on following page}

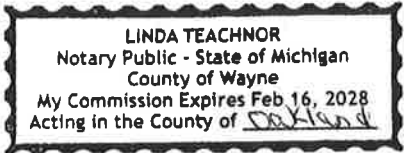


GRANTOR:  
Ivanhoe Meadowbrook, LLC, a Michigan  
limited liability company

By:   
Gary Shapiro  
Its: Manager

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF OAKLAND    )

On this 19<sup>th</sup> day of April, 2022, before me, personally appeared Gary Shapiro, the Manager of Ivanhoe Meadowbrook, LLC, a Michigan limited liability company, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same on behalf of the Company.



  
Notary Public  
Acting in Oakland County, MI  
My commission expires 2/16/2028

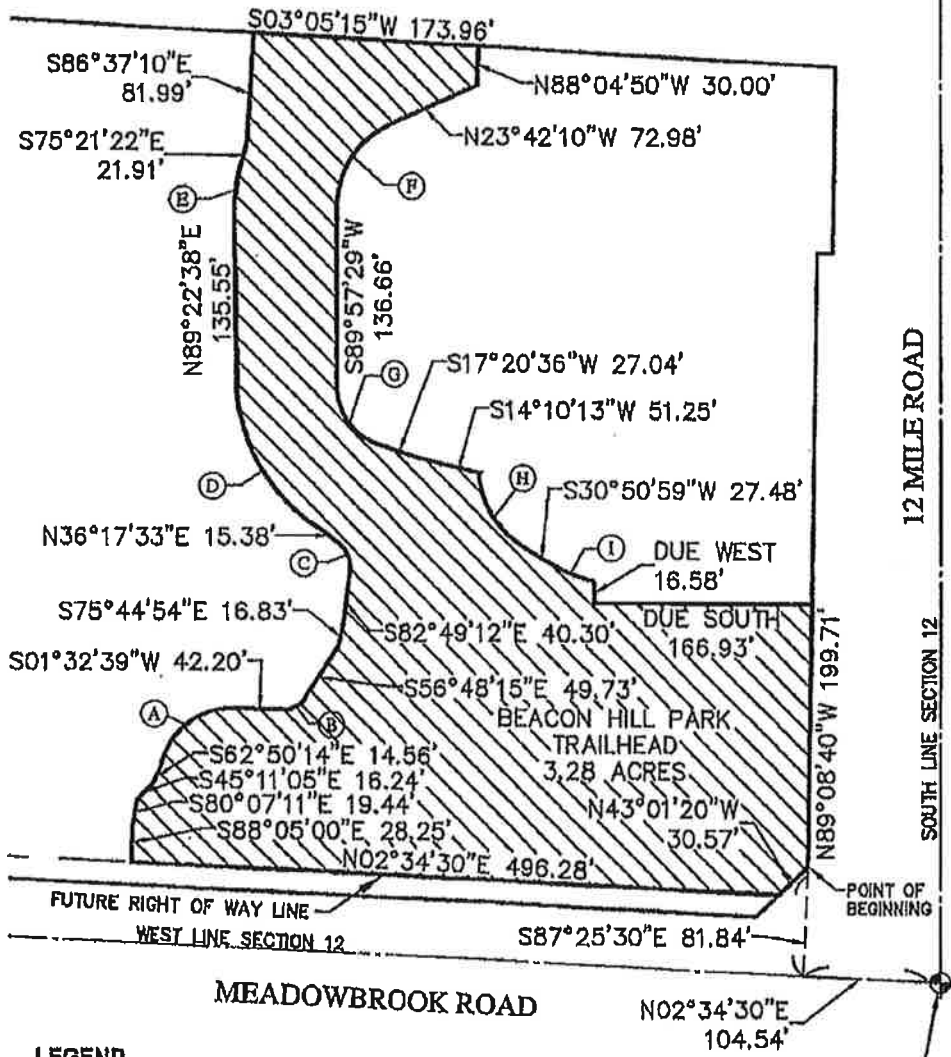
When Recorded Return to: Cortney Hanson, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
---	--	--

Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

EXHIBIT 'A'



SCALE: 1" = 100'



LEGEND

(A) CURVE

SEE SHEET 2/2 FOR LEGAL AND CURVE DATA

<b>REVISIONS</b> ITEM   DATE   BY FOR SUBMITTAL 01-16-17 PTD PER OWNER REVIEW 02-1-17 PTD		<b>BEACON HILL PARK TRAILHEAD</b> NOV   MICHIGAN		DATE 9-28-18	SCALE HOR 1" = 100' FLD BOOK NO.
		<b>ZIMET WOZNAK</b> A ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48163 P: (248) 437-3099 F: (248) 437-3222 www.zimetwoznak.com		DESIGNED BY PTG	JOB NO. 14151
				DRAWN BY PTG	SHEET NO. 1/2

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**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 104.84 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 81.84 FEET TO THE POINT OF BEGINNING; THENCE N. 43°01'20" W. 30.57 FEET TO A POINT ON THE FUTURE EAST RIGHT OF WAY LINE OF MEADOWBROOK ROAD; THENCE ALONG SAID EAST LINE N. 02°34'30" E. 496.28 FEET; THENCE S. 88°06'00" E. 28.25 FEET; THENCE S. 80°07'11" E. 19.44 FEET; THENCE S. 45°11'05" E. 16.24 FEET; THENCE S. 82°50'14" E. 14.56 FEET; THENCE 74.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 56.27 FEET, CENTRAL ANGLE 75°45'42" AND A CHORD THAT BEARS S. 40°51'01" E. 69.11 FEET; THENCE S. 01°32'39" W. 42.20 FEET; THENCE 14.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 19.51 FEET, CENTRAL ANGLE 43°17'57" AND A CHORD THAT BEARS S. 27°08'04" E. 14.40 FEET; THENCE S. 86°48'15" E. 49.73 FEET; THENCE S. 75°44'54" E. 16.83 FEET; THENCE S. 82°49'12" E. 40.30 FEET; THENCE 26.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 22.44 FEET, CENTRAL ANGLE 68°44'18" AND A CHORD THAT BEARS N. 86°44'10" E. 25.33 FEET; THENCE N. 36°17'33" E. 15.38 FEET; THENCE 126.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 133.92 FEET, CENTRAL ANGLE 54°10'14" AND A CHORD THAT BEARS N. 58°19'11" E. 121.95 FEET; THENCE N. 89°22'38" E. 135.55 FEET; THENCE 34.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 140.58 FEET, CENTRAL ANGLE 14°13'20" AND A CHORD THAT BEARS S. 84°02'00" E. 34.81 FEET; THENCE S. 75°21'22" E. 21.91 FEET; THENCE S. 86°37'10" E. 81.99 FEET; THENCE S. 03°05'18" W. 173.96 FEET; THENCE N. 88°04'50" W. 30.00 FEET; THENCE N. 23°42'10" W. 72.98 FEET; THENCE 80.21 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 70.11 FEET, CENTRAL ANGLE 65°32'47" AND A CHORD THAT BEARS N. 56°28'33" W. 75.90 FEET; THENCE S. 89°57'29" W. 138.86 FEET; THENCE 60.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 46.05 FEET, CENTRAL ANGLE 74°57'54" AND A CHORD THAT BEARS S. 52°28'31" W. 56.04 FEET; THENCE S. 17°20'36" W. 27.04 FEET; THENCE S. 14°10'13" W. 51.25 FEET; THENCE 68.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 71.58 FEET, CENTRAL ANGLE 54°36'15" AND A CHORD THAT BEARS S. 58°09'06" W. 65.67 FEET; THENCE S. 30°50'59" W. 27.48 FEET; THENCE 32.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 119.62 FEET, CENTRAL ANGLE 15°27'59" AND A CHORD THAT BEARS S. 20°43'16" W. 32.19 FEET; THENCE DUE WEST 16.56 FEET; THENCE DUE SOUTH 166.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 12 MILE ROAD (WIDTH VARIES); THENCE ALONG SAID NORTH LINE N. 89°08'40" W. 199.71 FEET TO THE POINT OF BEGINNING, CONTAINING 3.28 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

**CURVE DATA**

CURVE	ARC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
A	74.41'	56.27'	75°45'42"	S 40°51'01" E	69.11'
B	14.75'	19.51'	43°17'57"	S 27°08'04" E	14.40'
C	26.92'	22.44'	68°44'18"	N 86°44'10" E	25.33'
D	126.62'	133.92'	54°10'14"	N 58°19'11" E	121.95'
E	34.90'	140.58'	14°13'20"	S 84°02'00" E	34.81'
F	80.21'	70.11'	65°32'47"	N 56°28'33" W	75.90'
G	60.25'	46.05'	74°57'54"	S 52°28'31" W	56.04'
H	68.22'	71.58'	54°36'15"	S 58°09'06" W	65.67'
I	32.29'	119.62'	15°27'59"	S 20°43'16" W	32.19'

<b>REVISIONS</b> NEW [ ] DATE [ ] BY [ ] FOR SUBMITTAL (1-16-11) PTO PER OWNER REVIEW (2-1-17) PTO			<b>BEACON HILL PARK TRAILHEAD</b> NOV MICHIGAN		DATE 8-29-18	SCALE 1" = FIELD BOOK NO.
 Civil Engineers & Land Surveyors 35800 GRAND RIVER AVE, SUITE 100 NW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zemetwoznak.com			DESIGNED BY PTG	JOB NO. 14151	DRAWN BY PTG	SHEET NO. 2/2

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## EXHIBIT B

### PERMITTED EXCEPTIONS TO NOVI DEED

1. The lien for real estate taxes and/or assessments not yet due and payable.
2. The terms, provisions and easement(s) contained in the document entitled "Warranty Deed" recorded July 25, 1991 as Liber 11987, Page 59 and rerecorded in Liber 12021, Page 26 of Official Records.
3. The terms, provisions and easement(s) contained in the document entitled "Easement for Pipelines" recorded October 14, 1992 as Liber 12994, Page 601. Conditional Consent of Easement Holder recorded in Liber 51742, Page 128 of Official Records.
4. The terms, provisions and easement(s) contained in the document entitled "Easement for Pipelines" recorded October 14, 1992 as Liber 12994, Page 603 of Official Records.
5. Temporary Construction Easement granted to City of Novi, a Michigan Municipal Corporation disclosed by instrument recorded in Liber 13492, Page 333, Oakland County Records.
6. Temporary Construction Easement granted to City of Novi, a Michigan Municipal Corporation disclosed by instrument recorded in Liber 13492, Page 336, Oakland County Records.
7. Drainage Easement granted to City of Novi, a Michigan Municipal Corporation disclosed by instrument recorded in Liber 13637, Page 778, Oakland County Records.
8. Drainage Easement granted to City of Novi, a Michigan Municipal Corporation disclosed by instrument recorded in Liber 13637, Page 783, Oakland County Records.
9. Watermain Easement granted to City of Novi, a Michigan Municipal Corporation disclosed by
10. Instrument recorded in Liber 17713, Page 061. Partial Release of Easement recorded in Liber 18637, Page 254, Oakland County Records.
11. Drainage Easement granted to City of Novi, a Michigan Municipal Corporation disclosed by instrument recorded in Liber 18637, Page 250, Oakland County Records.
12. Water Main Easement granted to City of Novi, a Michigan Municipal Corporation disclosed by instrument recorded in Liber 18637, Page 252, Oakland County Records.
13. The terms and provisions contained in the document entitled "Planned Rezoning Overlay Agreement" recorded April 20, 2017 as Liber 50590, Page 705, as amended thereafter. Assignment of Rights recorded in Liber 50692, Page 180 of Official Records.
14. The terms, provisions and easement(s) contained in the document entitled "Storm Water Drainage Easement Agreement" recorded May 19, 2017 as Liber 50683, Page 775 of Official Records.

15. The terms, provisions and easement(s) contained in the document entitled "Construction Easement Agreement" recorded May 23, 2017 as Liber 50692, Page 186 of Official Records.

16. The terms, provisions and easement(s) contained in the document entitled "Pathway Easement" recorded May 7, 2018 as Liber 51787, Page 746 of Official Records.

17. The terms, provisions and easement(s) contained in the document entitled "Storm Drainage Facility Maintenance Easement Agreement" recorded May 14, 2018 as Liber 51807, Page 765 of Official Records.

18. The terms, provisions and easement(s) contained in the document entitled "Water System Easement" recorded May 25, 2018 as Liber 51844, Page 590 of Official Records.

19. Reciprocal Easement Agreement between Grantor and City of Novi, dated April \_\_\_\_, 2022.

**SIDEWALK EASEMENT**

### SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, IVANHOE MEADOWBROOK, LLC, a Michigan limited liability company, whose address is 6689 Orchard Lake Road, Suite 314, West Bloomfield, Michigan 48322 ("Grantor") for and in consideration of one (\$1.00) Dollars, 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 Ten Mile Road, Novi, Michigan 48375, a permanent easement for a public non-motorized pathway over across and through property located in the City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A}

Parcel No. 22-12-351-052

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

{See attached and incorporated Exhibit B}

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

Grantee may, at its expense, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit B. Grantor has no obligation to install, repair, replace, modify or maintain the sidewalk in the Easement Area.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described Easement Area, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sidewalk in the Easement Areas shown on the attached and incorporated Exhibit B.

All portions of the Premises damaged or disturbed by Grantee's exercise of temporary easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

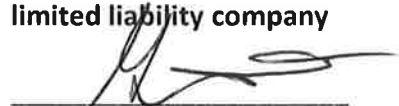
This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

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

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 19<sup>th</sup> day of April, 2022.

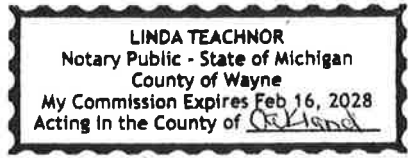
**GRANTOR**  
**Ivanhoe Meadowbrook, LLC, a Michigan limited liability company**




By: Gary Shapiro  
Its: Manager

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 2022, by Gary Shapiro the Manager of Ivanhoe Meadowbrook, LLC, a Michigan limited liability company, on its behalf of the Company.



  
Notary Public  
Wayne Oakland County, Michigan  
My Commission Expires: 2/16/2028

Drafted by:  
Elizabeth Kudla Saarela  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

When recorded return to:  
Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile  
Novi, MI 48375



EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

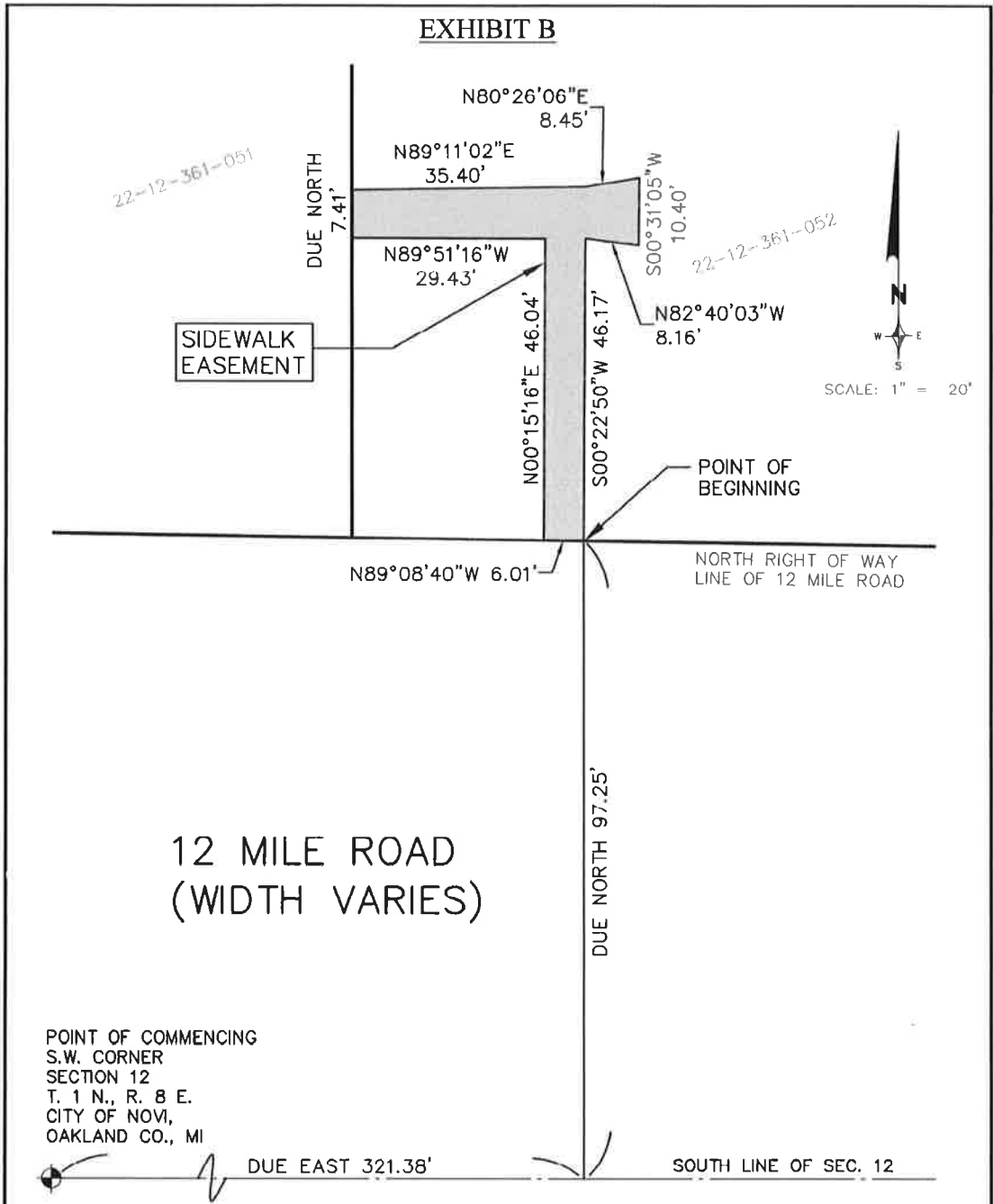
COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 104.54 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°25'30" E. 81.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 12 MILE ROAD (WIDTH VARIES); THENCE ALONG SAID NORTH LINE S. 89°08'40" E. 199.71 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH 166.93 FEET; THENCE DUE EAST 16.58 FEET; THENCE 32.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 119.62 FEET, CENTRAL ANGLE 15°27'59" AND A CHORD THAT BEARS N. 20°43'16" E. 32.19 FEET; THENCE N. 30°50'59" E. 27.48 FEET; THENCE 68.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 71.58 FEET, CENTRAL ANGLE 54°36'15" AND A CHORD THAT BEARS N. 58°09'06" E. 65.67 FEET; THENCE N. 14°10'13" E. 51.25 FEET; THENCE N. 17°20'36" E. 27.04 FEET; THENCE 60.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 46.05 FEET, CENTRAL ANGLE 74°57'54" AND A CHORD THAT BEARS N. 52°28'31" E. 56.04 FEET; THENCE N. 89°57'29" E. 136.66 FEET; THENCE 80.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 70.11 FEET, CENTRAL ANGLE 65°32'47" AND A CHORD THAT BEARS S. 56°28'33" E. 75.90 FEET; THENCE S. 23°42'10" E. 72.98 FEET; THENCE S. 88°04'50" E. 30.00 FEET; THENCE S. 03°05'15" W. 273.75 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF 12 MILE ROAD; THENCE THE FOLLOWING 3 (3) COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF 12 MILE ROAD 1) N. 89°08'40" W. 141.63 FEET, 2) DUE NORTH 12.00 FEET AND 3) N. 89°08'40" W. 265.82 FEET TO THE POINT OF BEGINNING. CONTAINING 3.05 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

**CURVE DATA**

<u>CURVE</u>	<u>ARC</u>	<u>RADIUS</u>	<u>CENTRAL ANGLE</u>	<u>CHORD BEARING</u>	<u>CHORD LENGTH</u>
A	32.29'	119.62'	15°27'59"	N 20°43'16" E	32.19'
B	68.22'	71.58'	54°36'15"	N 58°09'06" E	65.67'
C	60.25'	46.05'	74°57'54"	N 52°28'31" E	56.04'
D	80.21'	70.11'	65°32'47"	S 56°28'33" E	75.90'

<b>REVISIONS</b>			<b>THE SHOPPES AT BEACON HILL</b>		<b>DATE</b>	<b>SCALE</b>	
<b>ITEM</b>	<b>DATE</b>	<b>BY</b>			9-29-16	HOR: 1" = FIELD BOOK 110.	
			NOVI	MICHIGAN	<b>DESIGNED BY</b>	<b>JOB NO.</b>	© COPYRIGHT 2016
			 <b>ZEIMET WOZNIAK &amp; ASSOCIATES</b> Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		14151		
					<b>DRAWN BY</b>	<b>SHEET NO.</b>	
			PTG	2/2			

**EXHIBIT B**



POINT OF COMMENCING  
 S.W. CORNER  
 SECTION 12  
 T. 1 N., R. 8 E.  
 CITY OF NOVI,  
 OAKLAND CO., MI

**LEGAL DESCRIPTION**

A SIDEWALK EASEMENT LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:  
 COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE DUE EAST 321.38 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE DUE NORTH 97.25 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 12 MILE ROAD (WIDTH VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING OF SAID SIDEWALK EASEMENT; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N. 89°08'40" W. 6.01 FEET; THENCE N. 00°15'16" E. 46.04 FEET; THENCE N. 89°51'16" W. 29.43 FEET; THENCE DUE NORTH 7.41 FEET; THENCE N. 89°11'02" E. 35.40 FEET; THENCE N. 80°26'06" E. 8.45 FEET; THENCE S. 00°31'05" W. 10.40 FEET; THENCE N. 82°40'03" W. 8.16 FEET; THENCE S. 00°22'50" W. 46.17 FEET TO THE POINT OF BEGINNING.

REVISIONS			SIDEWALK EASEMENT		DATE	SCALE
ITEM	DATE	BY			2-17-22	HOR: 1" = 20'
			CITY OF NOVI MICHIGAN			FIELD BOOK NO.
			 Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DESIGNED BY	JOB NO.
						14151
				DRAWN BY	SHEET NO.	
				PTG	1/1	

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**STORM SEWER ACCESS EASEMENT**

**STORM SEWER ACCESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the City of Novi, a Michigan municipal corporation, whose address is 45715 Ten Mile Road, Novi, Michigan 48375 (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

*[Insert Description of Parcel or See attached and incorporated Exhibit A]*

Tax Identification Number: \_\_\_\_\_

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and conveys to Ivanhoe Meadowbrook, LLC, a Michigan limited liability company, whose address is 6689 Orchard Lake Road, Suite 314, West Bloomfield, Michigan 48322, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for access a storm sewer pipe outlet on the following described real property, to-wit:

*[See attached and incorporated Exhibit A]*

And to enter upon sufficient land adjacent to said storm sewer easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain storm sewer outlets within the easement herein granted.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

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.

IN WITNESS WHEREOF, the undersigned Grantor has affixed \_\_\_\_\_ signature this day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:  
**CITY OF NOVI**, a  
Michigan municipal corporation

By: \_\_\_\_\_  
Robert J. Gatt, Mayor

By \_\_\_\_\_  
Cortney Hanson, Clerk

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, personally  
appeared the above named Robert J. Gatt, Mayor and Cortney Hanson, Clerk, of the City of  
Novi, on its behalf.

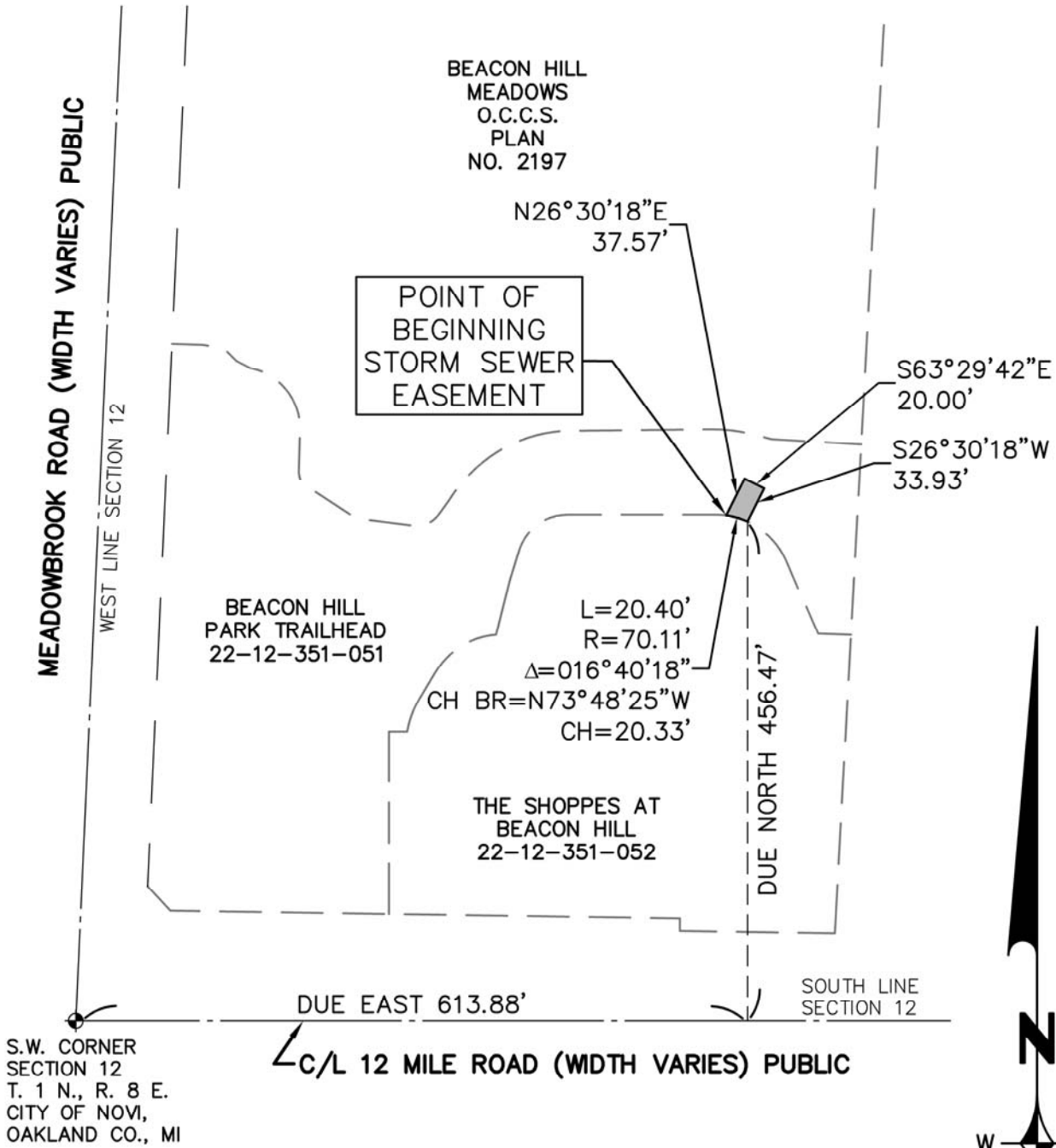
\_\_\_\_\_  
Notary Public,  
Acting in Oakland County, MI  
My commission expires: \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY:  
Elizabeth K. Saarela, Esquire  
ROSATI SCHULTZ JOPPICH, & AMTSBUECHLER P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:  
Cortney Hanson, Clerk  
45175 Ten Mile  
Novi, Michigan 48375

**Exhibit A**

EXHIBIT 'A'



SCALE: 1" = 150'

LEGAL DESCRIPTION

A DESCRIPTION OF A STORM SEWER EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE DUE EAST 613.88 FEET ALONG THE SOUTH LINE OF SAID SECTION, ALSO BEING THE CENTER LINE OF 12 MILE ROAD (WIDTH VARIES); THENCE DUE NORTH 456.47 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE ALONG SAID EASEMENT 20.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.11 FEET, CENTRAL ANGLE 16°40'18" AND A CHORD THAT BEARS N. 73°48'25" W. 20.33 FEET; THENCE N. 26°30'18" E. 37.57 FEET; THENCE S. 63°29'42" E. 20.00 FEET; THENCE S. 26°30'18" W. 33.93 FEET TO THE POINT OF BEGINNING.

<b>REVISIONS</b>			<b>STORM SEWER EASEMENT BEACON HILL PARK TRAILHEAD</b>		<b>DATE</b>		SCALE HOR: 1" = 150'	
ITEM	DATE	BY			6-13-22		FIELD BOOK NO.	
			<b>Z E I M E T   W O Z N I A K</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		<b>DESIGNED BY</b>		<b>JOB NO.</b>	
							<b>14151</b>	
					<b>DRAWN BY</b>		<b>SHEET NO.</b>	
					PTG		<b>1/1</b>	

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