

April 9, 2005

TO: John Szerlag, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services
Douglas J. Smith, Real Estate and Development Director

SUBJECT: **AGENDA ITEM** - REQUEST FOR ACCEPTANCE of Private Road Agreement, Private Sidewalk Agreement, Emergency Storm Sewer Easement, Emergency Access Easement, Permanent Sanitary Sewer Easement, and Permanent Water Main Easement – Golf John R, L.L.C. – The Enclave of Troy – Sidwell #88-20-13-351-025

In connection with the development of The Enclave of Troy Condominium project on the north side of Wattles Road, east of John R Road, the Real Estate and Development Department has acquired the necessary required documents listed below. The consideration on each document is \$1.00.

<u>GRANTOR</u>	<u>TYPE of DOCUMENT</u>
Golf John R, L.L.C.	Private Road Agreement
Golf John R, L.L.C.	Private Sidewalk Agreement
Golf John R, L.L.C.	Emergency Storm Sewer Easement
Golf John R, L.L.C.	Emergency Access Easement
Golf John R, L.L.C.	Permanent Sanitary Sewer Easement
Golf John R, L.L.C.	Permanent Water Main Easement

In order for this development project to be finalized, management recommends that City Council accept the attached agreements, and easements for recording. It will also be necessary that the Mayor and City Clerk be authorized to sign the Private Road and Private Sidewalk agreements.

**CITY CLERK'S OFFICE
PROCESSING REQUEST FORM
FOR
CONTRACTS/AGREEMENTS**

DATE: 04-09-2005
FROM: DENNIS C. STEPHENS

IDENTIFYING NAME: THE ENCLAVE OF TROY

AGENDA DATE: 04-18-2005 —

ITEM NUMBER (IF KNOWN) _____

RESOLUTION NUMBER _____

NUMBER OF ORIGINALS SUBMITTED: 1 PRIVATE SIDEWALK AGREEMENT AND 1 PRIVATE ROAD AGREEMENT.

ORIGINAL(S) MUST BE ATTACHED WITH THIS FORM WHEN SUBMITTED FOR AGENDA

SIGNATURES REQUIRED:

MAYOR: YES
CITY CLERK: YES
OTHER: _____

NUMBER OF CERTIFIED COPIES NEEDED OF COUNCIL RESOLUTION _____

DISTRIBUTION OF SIGNED ORIGINAL(S):

CLERK: _____
SUBMITTING PARTY: BACK TO REAL ESTATE & DEVELOPMENT FOR RECORDING
ATTORNEY: _____
DEPARTMENT(S): _____
OTHER: _____

CLERK'S USE:

WITNESS NEEDED: _____
NOTARY NEEDED: _____

SIGNATURES REQUIRED:

DEPARTMENT: _____
ATTORNEY: _____
MANAGER: _____
MAYOR: _____
CITY CLERK: _____
OTHER: _____

PRIVATE ROAD AGREEMENT

(Sidwell No. 20-13-351-025)

THIS PRIVATE ROAD AGREEMENT ("Agreement") made this 8th day of November, 2000, between GULF JOHN R, L.L.C., a Michigan limited liability company ("Developer") whose address is 2038 W. Big Beaver Road, Suite 200, Troy, Michigan 48084, and the CITY OF TROY, a Michigan municipal corporation ("City") whose address is 500 West Big Beaver Road, Troy, Michigan 48084,

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property located in the City of Troy, Oakland County, Michigan, more particularly described on Exhibit A (the "Land") which is attached to this Agreement and made a part hereof, and

WHEREAS, Developer intends to develop a residential condominium project within an R-1T Zoning District, with private streets located within the portion of the Land described on Exhibit B (the "Road Easement Area"), which is attached to this Agreement and made a part hereof, and seeks the approval of the City Council of the street system; and

WHEREAS, the Road Easement Area is shown on the drawing attached hereto as Exhibit C and by this reference made a part hereof; and

WHEREAS, it is recognized that the development of a private street system will result in less street area being available for public uses, and the placement of residential buildings closer to the street pavement than would occur in the case of a public street system; and

WHEREAS, it is recognized that the private street may include some non-standard improvements, street furniture, etc., which are not available or present in conjunction with public street systems; and

WHEREAS, the City is willing to approve the private street system, provided that Developer will agree that the streets will never be dedicated to the public and the City will never be required to maintain them; and

WHEREAS, in conjunction with approval of the subject private street system, the City must be assured that the residents of Developer's condominium project will have street facilities which will be similar in quality to public streets.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid by the City, Developer and City agree as follows:

1. City approves the use of a private street system to serve the proposed residential condominium development on the Land.

2. Developer agrees, on its behalf and on behalf of all future owners of the Land, that the condominium association created to administer the condominium established on the Land shall always have the obligation to maintain the streets on the Land as private roads in accordance with the final approved site plan prepared by MCS Associates, Inc., dated October 13, 1999, as amended through October 12, 2000, being drawing PS-99-669, and shall never request that the City accept a dedication of the streets for public use and maintenance.

3. Developer and City agree that the private street pavement shall be constructed to public street standards, or to an alternative pavement standard acceptable to the City Engineer in relation to the pavement life, durability and serviceability. The pavement construction shall be inspected by the City's Engineering staff.

4. Developer agrees to grant to the City easements for emergency access, for police and fire protection, and for the maintenance, repair or replacement of the storm water drainage system in the event the owner(s) of the Land fail to maintain the system. The cost of any such repair, replacement, or maintenance by the City shall be charged to and reimbursed by the condominium association.

5. No modification, amendment or supplement to the terms and conditions stated in this Agreement shall be effective unless in writing and signed by each of the parties.

6. This Agreement shall be governed by and interpreted in accordance with the ordinances of the City of Troy and the laws of the State of Michigan.

7. This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and permitted assigns of the parties.

8. This Agreement shall be recorded in the office of the Oakland County Register of Deeds.

9. Developer agrees to reference this Agreement in the individual deeds to subsequent purchasers and in the master deed that establishes the condominium on the Land.

10. Any notice required or permitted to be given to either party by the other pursuant to this Agreement shall be deemed to be sufficient if in writing and either personally delivered, sent by facsimile, telecopier or telegram, or sent by certified or registered mail, postage prepaid to the following addresses:

To Developer:

Gulf John R, L.L.C.
2038 W. Big Beaver Road, Suite 200
Troy, Michigan 48084

With copy to:

George J. Mager, Jr.
Mager, Mercer & Alber, P.C.
Top of Troy Building
755 West Big Beaver Road, Suite 1700
Troy, Michigan 48084

To City:

City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

or at such other address as either party shall designate by written notice to the other. Such notice shall be deemed given on the date when personally served or, if by facsimile, telecopier or telegram, on the day it is sent or, if by mail, on the day it is posted.

11. In the event either party hereto commences litigation against the other to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to recover from the other party its reasonable attorneys fees and expenses incident to such litigation (through all appeals).

12. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and

EXHIBIT A

Part of the Southwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as follows: Beginning at a point on the East line of John R Road (60 feet wide 1/2 right-of-way) which is North 00 degrees 49 minutes 28 seconds East (North 00 degrees 49 minutes 43 seconds East Record) 410.00 feet along the West line of said Section 13 and South 87 degrees 38 minutes 00 seconds East 60.02 feet from the Southwest corner of Section 13, Town 2 North, Range 11 East; thence continuing South 87 degrees 38 minutes 00 seconds East 199.98 feet; thence North 00 degrees 49 minutes 28 seconds East (North 00 degrees 49 minutes 43 seconds East Record) 250.00 feet; thence the following two courses along the boundary of "Mt. Vernon Estates Sub'n." (Liber 116 of Plats, Pages 13 through 17, both inclusive, Oakland County Records): South 87 degrees 38 minutes 00 seconds East 362.72 feet and South 00 degrees 47 minutes 55 seconds West (south 00 degrees 49 minutes 43 seconds West Record) 599.98 feet; thence North 87 degrees 38 minutes 00 seconds West 562.97 feet along the North line of Wattles Road (60 feet wide 1/2 right-of-way); thence North 00 degrees 49 minutes 28 seconds East 349.97 feet along said East line of John R Road to the point of beginning.

Containing 287,586 Square Feet --- 6.602 Acres

EXHIBIT B

LEGAL DESCRIPTION: ROAD EASEMENT

Part of the Southwest 1/4 of Section 13, T.2N., R.11E., City of Troy, Oakland County, Michigan, being more particularly described as follows: Beginning at a point on the North line of Wattles Road (60 ft. wd. 1/2 R.O.W.) which is South 87 degrees 38 minutes 00 seconds East 443.26 feet along the South line of said Section 13 and North 02 degrees 22 minutes 00 seconds East 60.00 feet from the Southwest corner of Section 13, T.2N., R.11E.; thence continuing North 02 degrees 22 minutes 00 seconds East 90.66 feet; thence Northerly 49.00 feet along the arc of a curve to the left (Radius of 80.00 feet, central angle of 35 degrees 05 minutes 32 seconds, long chord bears North 15 degrees 10 minutes 46 seconds West 48.24 feet); thence North 32 degrees 43 minutes 32 seconds West 26.93 feet; thence Westerly 63.40 feet along the arc of a curve to the right (Radius of 120.00 feet, central angle of 25 degrees 29 minutes 54 seconds, long chord bears South 79 degrees 37 minutes 03 seconds West 52.96 feet); thence North 87 degrees 38 minutes 00 seconds West 52.12 feet; thence Southwesterly 37.55 feet along the arc of a curve to the left (Radius of 44.00 feet, central angle of 48 degrees 54 minutes 04 seconds, long chord bears South 67 degrees 54 minutes 58 seconds West 36.42 feet); thence Northerly 204.30 feet along the arc of a curve to the right (Radius of 44.00 feet, central angle of 266 degrees 02 minutes 30 seconds, long chord bears North 03 degrees 30 minutes 54 seconds West 64.34 feet); thence Easterly 28.52 feet along the arc of a curve to the left (Radius of 44.00 feet, central angle of 37 degrees 08 minutes 16 seconds, long chord bears South 69 degrees 03 minutes 52 seconds East 28.02 feet); thence South 87 degrees 38 minutes 00 seconds East 65.30 feet; thence Northeasterly 127.85 feet along the arc of a curve to the left (Radius of 80.00 feet, central angle of 91 degrees 34 minutes 05 seconds, long chord bears North 46 degrees 34 minutes 58 seconds East 114.67 feet); thence North 00 degrees 47 minutes 55 seconds East 76.35 feet; thence Northwesterly 48.35 feet along the arc of a curve to the left (Radius of 44.00 feet, central angel of 62 degrees 57 minutes 51 seconds, long chord bears North 30 degrees 41 minutes 01 second West 45.96 feet); thence Northeasterly 186.58 feet along the arc of a curve to the right (Radius of 44.00 feet, central angle of 242 degrees 57 minutes 51 seconds, long chord bears North 59 degrees 18 minutes 59 seconds East 75.05 feet); thence South 00 degrees 47 minutes 55 seconds West 154.74 feet; thence Southerly 98.19 feet along the arc of a curve to the right (Radius of 120.00 feet, central angle of 46 degrees 52 minutes 54 seconds, long chord bears South 24 degrees 14 minutes 22 seconds West 95.47 feet); thence South 32 degrees 43 minutes 32 seconds East 26.93 feet; thence Southerly 73.50 feet along the arc of a curve to the right (Radius of 120.00 feet, central angle of 35 degrees 05 minutes 32 seconds, long chord bears South 15 degrees 10 minutes

46 seconds East 72.35 feet); thence South 02 degrees 22 minutes 00 seconds West 90.66 feet; thence North 87 degrees 38 minutes 00 seconds West 40.00 feet along said North line of Wattles Road to the point of beginning.

Containing 33,865 Square Feet --- 0.777 Acres

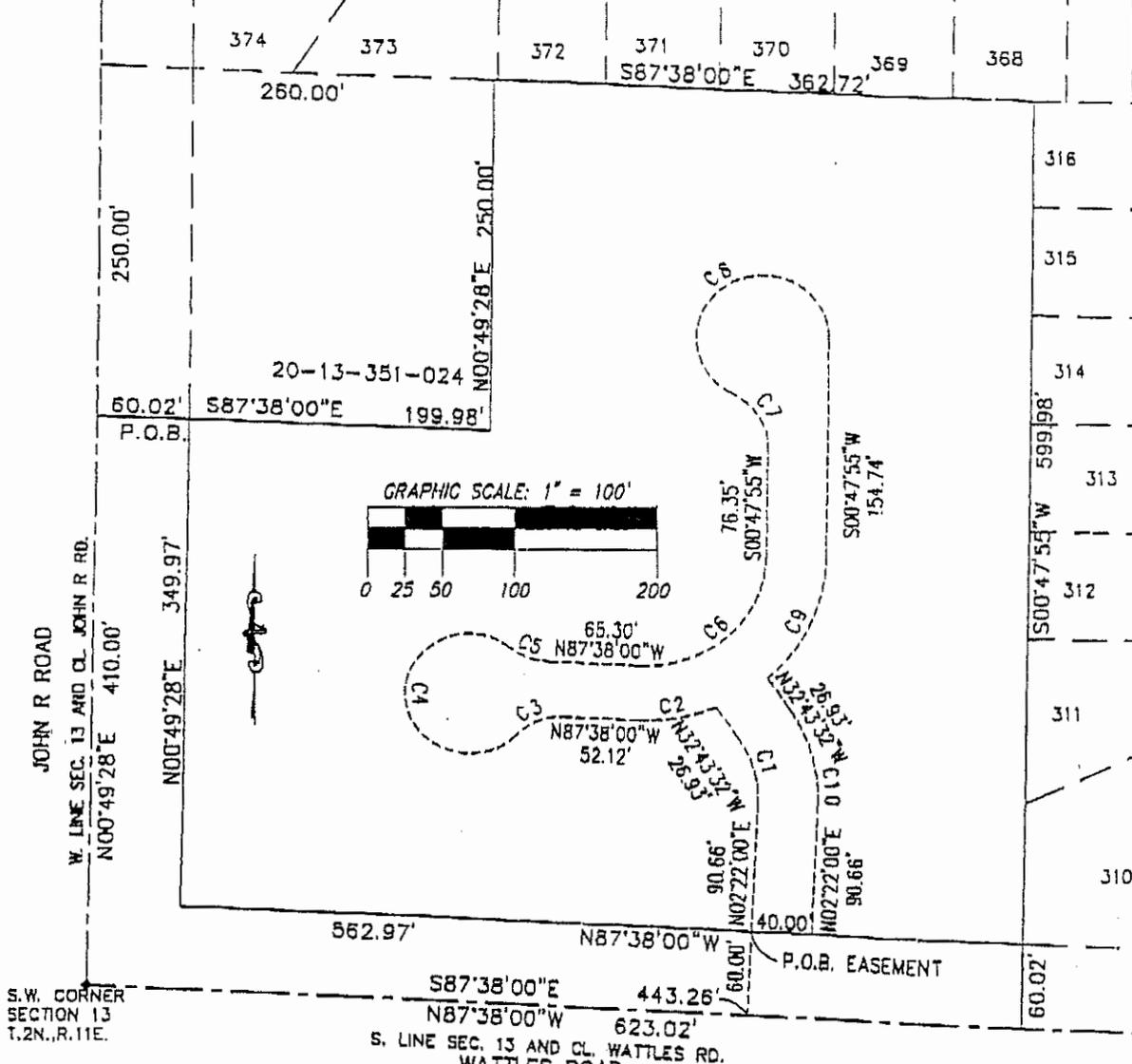
Subject to and together with all easements and restrictions affecting title to the above described premises.

3526/07/rdease

EXHIBIT C

"MT. VERNON ESTATES SUB'N"

L.116 PG.13-17



S.W. CORNER SECTION 13 T.2N., R.11E.

S. LINE SEC. 13 AND CL. WATTLES RD. WATTLES ROAD

CURVE TABLE					
Curve	Length	Radius	Central Angle	Chord	Length
C1	49.00	80.00	35°05'32"	N15°10'46"W	48.24
C2	53.40	120.00	25°29'54"	N79°37'03"E	52.96
C3	37.55	44.00	48°54'04"	S87°54'58"W	36.42
C4	204.30	44.00	266°02'20"	S03°30'54"E	64.34
C5	28.52	44.00	37°08'16"	S69°03'52"E	28.02
C6	127.85	80.00	91°34'05"	N46°34'58"E	114.67
C7	48.35	44.00	62°57'51"	N30°41'01"W	45.96
C8	186.58	44.00	242°57'51"	S59°18'59"W	75.05
C9	98.19	120.00	46°52'54"	N24°14'22"E	95.47
C10	73.50	120.00	35°05'32"	N15°10'46"W	72.35

DB-00-5786 SHEET 1 OF 2

CLIENT: TADIAN HOMES
DATE: 6/6/00

MCS ASSOCIATES, INC.
CIVIL ENGINEERING AND SURVEYING
41150 TECHNOLOGY PARK DR., SUITE 102
STERLING HEIGHTS, MICHIGAN 48314
TELEPHONE 726-8310 FAX 726-0042

PRIVATE SIDEWALK AGREEMENT

(Sidwell No. 20-13-351-025)

THIS PRIVATE SIDEWALK AGREEMENT ("Agreement") made this ^{8th} day of November, 2000, between GULF JOHN R, L.L.C., a Michigan limited liability company ("Developer") whose address is 2038 W. Big Beaver Road, Suite 200, Troy, Michigan 48084, and the CITY OF TROY, a Michigan municipal corporation ("City") whose address is 500 West Big Beaver Road, Troy, Michigan 48084,

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property located in the City of Troy, Oakland County, Michigan, more particularly described on Exhibit A (the "Land") which is attached to this Agreement and made a part hereof, and

WHEREAS, Developer intends to develop a residential condominium project within a R-1T Zoning District, with private sidewalks located within the portion of the Land described on Exhibit B (the "Sidewalk Easement Area"), which is attached to this Agreement and made a part hereof, and seeks the approval of the City Council; and

WHEREAS, the Sidewalk Easement Area is shown on the drawing attached hereto as Exhibit C and by this reference made a part hereof; and

WHEREAS, the City is willing to approve the private sidewalk system, provided that Developer will agree that the sidewalks will never be dedicated to the public and the City will never be required to maintain them; and

WHEREAS, in conjunction with approval of the private sidewalk system, the City must be assured that the residents of Developer's condominium project will be obligated to maintain the sidewalks.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid by the City, Developer and City agree as follows:

1. City approves the use of a private sidewalk system to serve the proposed residential condominium development on the Land.

2. Developer agrees, on its behalf and on behalf of all future owners of the Land, that the condominium association created to administer the condominium established on the Land shall always have the obligation to install and forever keep and maintain the sidewalks on the Land and shall never request that the City accept a dedication of the sidewalks for public use and/or request the City to maintain, repair and/or replace the sidewalks.

3. Developer, on behalf of all future Co-owners, agrees that neither the Co-owners nor the Association, shall ever remove the sidewalks on the Land.

4. No modification, amendment or supplement to the terms and conditions stated in this Agreement shall be effective unless in writing and signed by each of the parties.

5. This Agreement shall be governed by and interpreted in accordance with the ordinances of the City of Troy and the laws of the State of Michigan.

6. This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and permitted assigns of the parties.

7. This Agreement shall be recorded in the office of the Oakland County Register of Deeds.

8. Developer agrees to reference this Agreement in the master deed that establishes the Condominium on the Land.

9. Any notice required or permitted to be given to either party by the other pursuant to this Agreement shall be deemed to be sufficient if in writing and either personally delivered, sent by facsimile, telecopier or telegram, or sent by certified or registered mail, postage prepaid to the following addresses:

To Developer:

Gulf John R, L.L.C.
2038 W. Big Beaver Road, Suite 200
Troy, Michigan 48084

With copy to:

George J. Mager, Jr.
Mager, Mercer & Alber, P.C.
Top of Troy Building
755 West Big Beaver Road, Suite 1700
Troy, Michigan 48084

To City:

City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

or at such other address as either party shall designate by written notice to the other. Such notice shall be deemed given on the date when personally served or, if by facsimile, telecopier or telegram, on the day it is sent or, if by mail, on the day it is posted.

10. In the event either party hereto commences litigation against the other to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to recover from the other party its reasonable attorneys fees and expenses incident to such litigation (through all appeals).

11. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

In the presence of:

WITNESSES:

GULF JOHN R, L.L.C.,
a Michigan limited liability company

By: Tadian Development Company, L.L.C.,
a Michigan limited liability
company
Its Manager

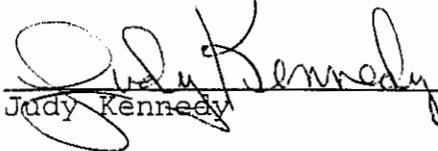
By: Tadian Company, a Michigan
corporation, Member



Sherie Churill

By: 

Nicholas J. Donofrio,
Vice President

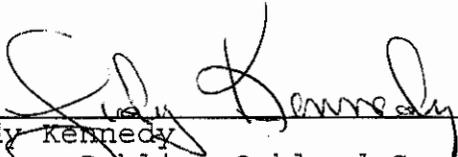


Judy Kennedy

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

Subscribed and sworn to before me this 8th day of November, 2000, by Nicholas J. Donofrio, Vice President of Tadian Company, a Michigan corporation, which is a Member of Tadian Development Company, L.L.C., a Michigan limited liability company, which is the Manager of GULF JOHN R, L.L.C., a Michigan limited liability company, on behalf of the company.

JUDY KENNEDY
Notary Public, Oakland County, MI
My Commission Expires 3-23-2001



Judy Kennedy
Notary Public, Oakland County, MI
My Commission Expires: March 23, 2001

WITNESSES:

CITY OF TROY,
a Michigan municipal corporation

_____ By: _____

_____ Its: _____

_____ And
By: _____

_____ Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____
day of _____, 2000, by _____
_____, who are the _____ and
_____, respectively, of the CITY OF TROY, a Michigan
municipal corporation, on behalf of the City.

Notary Public, County, MI
My Commission Expires:

DRAFTED BY:

George J. Mager, Jr.
MAGER, MERCER & ALBER, P.C.
Top of Troy Building
755 West Big Beaver Road,
Suite 1700
Troy, Michigan 48084

WHEN RECORDED PLEASE RETURN TO:

CITY CLERK, CITY OF TROY
500 West Big Beaver Road
Troy, Michigan 48084

3526/07/sidewalk

EXHIBIT A

Part of the Southwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as follows: Beginning at a point on the East line of John R Road (60 feet wide 1/2 right-of-way) which is North 00 degrees 49 minutes 28 seconds East (North 00 degrees 49 minutes 43 seconds East Record) 410.00 feet along the West line of said Section 13 and South 87 degrees 38 minutes 00 seconds East 60.02 feet from the Southwest corner of Section 13, Town 2 North, Range 11 East; thence continuing South 87 degrees 38 minutes 00 seconds East 199.98 feet; thence North 00 degrees 49 minutes 28 seconds East (North 00 degrees 49 minutes 43 seconds East Record) 250.00 feet; thence the following two courses along the boundary of "Mt. Vernon Estates Sub'n." (Liber 116 of Plats, Pages 13 through 17, both inclusive, Oakland County Records): South 87 degrees 38 minutes 00 seconds East 362.72 feet and South 00 degrees 47 minutes 55 seconds West (south 00 degrees 49 minutes 43 seconds West Record) 599.98 feet; thence North 87 degrees 38 minutes 00 seconds West 562.97 feet along the North line of Wattles Road (60 feet wide 1/2 right-of-way); thence North 00 degrees 49 minutes 28 seconds East 349.97 feet along said East line of John R Road to the point of beginning.

Containing 287,586 Square Feet --- 6.602 Acres

EXHIBIT B

LEGAL DESCRIPTION: CENTERLINE of 10 FT. WD. SIDEWALK EASEMENT

Part of the Southwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is South 87 degrees 38 minutes 00 seconds East 439.26 feet along the South line of said Section 13 and the centerline of Wattles Road (60 ft. wd. 1/2 R.O.W.) and North 02 degrees 22 minutes 00 seconds East 60.00 feet from the Southwest corner of Section 13, Town 2 North, Range 11 East; thence North 02 degrees 22 minutes 00 seconds East 90.66 feet; thence 46.55 feet along the arc of a curve to the left (Radius of 76.00 feet, central angle of 35 degrees 05 minutes 32 seconds, long chord bears North 15 degrees 10 minutes 46 seconds West 45.82 feet); thence North 32 degrees 43 minutes 32 seconds West 23.59 feet; thence 51.79 feet, along the arc of a curve to the right (Radius of 124.00 feet, central angle of 23 degrees 55 minutes 57 seconds, long chord bears South 80 degrees 24 minutes 02 seconds West 51.42 feet); thence North 87 degrees 38 minutes 00 seconds West 47.33 feet; thence 31.99 feet along the arc of a curve to the left (Radius of 34.00 feet, central angle of 53 degrees 54 minutes 05 seconds, long chord bears South 65 degrees 24 minutes 58 seconds West 30.82 feet); thence 261.16 feet along the arc of curve to the right (Radius of 54.00 feet, central angle of 277 degrees 05 minutes 54 seconds, long chord bears North 02 degrees 59 minutes 08 seconds West 71.49 feet); thence 25.63 feet along the arc of a curve to the left (Radius of 34.00 feet, central angle of 43 degrees 11 minutes 49 seconds, long chord bears South 66 degrees 02 minutes 05 seconds East 25.03 feet); thence South 87 degrees 38 minutes 00 seconds East 58.19 feet; thence 121.46 feet along the arc of a curve to the left (Radius of 76.00 feet, central angle of 91 degrees 34 minutes 05 seconds, long chord bears North 46 degrees 34 minutes 58 seconds East 108.94 feet); thence North 00 degrees 47 minutes 55 seconds East 73.57 feet; thence 39.92 feet along the arc of a curve to the left (Radius of 34.00 feet, central angle of 67 degrees 16 minutes 18 seconds, long chord bears North 32 degrees 50 minutes 14 seconds West 37.67 feet); thence 253.10 feet along the arc of a curve to the right (Radius of 54.00 feet, central angle of 268 degrees 33 minutes 06 seconds, long chord bears North 67 degrees 48 minutes 10 seconds East 77.33 feet); thence 12.63 feet along the arc of a curve to the left (Radius of 34.00 feet, central angle of 21 degrees 16 minutes 48 seconds, long chord bears South 11 degrees 26 minutes 19 seconds West 12.56 feet); thence South 00 degrees 47 minutes 55 seconds West 122.80 feet; thence 98.07 feet along the arc of a curve to the right (Radius of 124.00 feet, central angle of 45 degrees 18 minutes 57 seconds, long chord bears South 23 degrees 27 minutes 23 seconds West 95.54 feet); thence South 32 degrees 43 minutes 32 seconds East 23.59

feet; thence 75.95 feet along the arc of a curve to the right (Radius of 124.00 feet, central angle of 35 degrees 05 minutes 32 seconds, long chord bears South 15 degrees 10 minutes 46 seconds East 74.77 feet); thence South 02 degrees 22 minutes 00 seconds West 90.66 feet to the point of ending.

Subject to and together with all easements and restrictions affecting title to the above described premises.

3526/07/sidease

EMERGENCY STORM SEWER EASEMENT

(Sidwell No. 20-13-351-025)

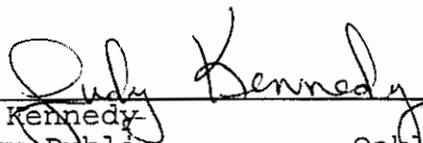
GULF JOHN R, L.L.C., a Michigan limited liability company ("Grantor"), whose address is 2038 W. Big Beaver Road, Suite 200, Troy, Michigan 48084, for and in consideration of the sum of One Dollar (\$1.00) paid by the City of Troy, a Michigan municipal corporation ("Grantee"), whose address is 500 West Big Beaver Road, Troy, Michigan 48084, grants to the Grantee the right to, on an emergency basis, maintain, repair and/or replace the on-site private storm water drainage system including, storm sewer mains and storm water detention facilities (but not including any storm sewer leads) (the "Storm Sewer System"), located on the real property situated in the City of Troy, Oakland County, Michigan, more particularly described on Exhibit A, which is attached hereto and by this reference made a part hereof (the "Property"), and to enter upon the roads constructed on the Property and sufficient land adjacent to said storm drainage system improvements for the purpose of maintaining, repairing and/or replacing any portion of the storm drainage system.

The premises so disturbed by the exercise of any of the foregoing rights shall be reasonably restored to its original condition by the Grantee.

Notwithstanding the rights granted to the Grantee under this Emergency Storm Sewer Easement, the Grantee shall have no obligation to maintain the Storm Sewer System. The grant of this easement is intended to allow the Grantee to enter upon the Property and maintain, repair and/or replace any portion of the Storm Sewer System in the event the then-current owners of the Property fail to maintain, repair or replace the Storm Sewer System and the Grantee determines, in its sole discretion, that a public health hazard or public nuisance exists that would be eliminated by the Grantee exercising its rights under this emergency easement.

Michigan corporation, which is Manager of Tadian Development Company, L.L.C., a Michigan limited liability company, which is the Manager of GULF JOHN R, L.L.C., a Michigan limited liability company, on behalf of the company.

JUDY KENNEDY
Notary Public, Oakland County, MI
My Commission Expires 3-23-2001



Judy Kennedy
Notary Public, Oakland County, MI
My Commission Expires: March 23, 2001

DRAFTED BY:

George J. Mager, Jr.
MAGER, MERCER & ALBER, P.C.
Top of Troy Building
755 West Big Beaver Road,
Suite 1700
Troy, Michigan 48084

WHEN RECORDED PLEASE RETURN TO:

CITY CLERK, CITY OF TROY
500 West Big Beaver Road
Troy, Michigan 48084

3526/07/StormSewer

EXHIBIT A

Part of the Southwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as follows: Beginning at a point on the East line of John R Road (60 feet wide 1/2 right-of-way) which is North 00 degrees 49 minutes 28 seconds East (North 00 degrees 49 minutes 43 seconds East Record) 410.00 feet along the West line of said Section 13 and South 87 degrees 38 minutes 00 seconds East 60.02 feet from the Southwest corner of Section 13, Town 2 North, Range 11 East; thence continuing South 87 degrees 38 minutes 00 seconds East 199.98 feet; thence North 00 degrees 49 minutes 28 seconds East (North 00 degrees 49 minutes 43 seconds East Record) 250.00 feet; thence the following two courses along the boundary of "Mt. Vernon Estates Sub'n." (Liber 116 of Plats, Pages 13 through 17, both inclusive, Oakland County Records): South 87 degrees 38 minutes 00 seconds East 362.72 feet and South 00 degrees 47 minutes 55 seconds West (south 00 degrees 49 minutes 43 seconds West Record) 599.98 feet; thence North 87 degrees 38 minutes 00 seconds West 562.97 feet along the North line of Wattles Road (60 feet wide 1/2 right-of-way); thence North 00 degrees 49 minutes 28 seconds East 349.97 feet along said East line of John R Road to the point of beginning.

Containing 287,586 Square Feet --- 6.602 Acres

3526/07/exalegal

EMERGENCY ACCESS EASEMENT

(Sidwell No. 20-13-351-025)

GULF JOHN R, L.L.C., a Michigan limited liability company ("Grantor"), whose address is 2038 W. Big Beaver Road, Suite 200, Troy, Michigan 48084, for and in consideration of the sum of One Dollar (\$1.00) paid by the City of Troy, a Michigan municipal corporation ("Grantee"), whose address is 500 West Big Beaver Road, Troy, Michigan 48084, as the fee simple owner of the real property described on Exhibit A, which is attached hereto and by this reference made a part hereof, grants to the Grantee the right to enter upon the real property described on Exhibit B ("Legal Description Road Easement"), which is attached hereto and by this reference made a part hereof, (the "Street Easement Area") for emergency ingress and egress, and police and fire protection. The Street Easement Area is shown on the drawing attached hereto as Exhibit C and by this reference made a part hereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

*[The signature block in its entirety
is contained on the following page.]*

EXHIBIT A

Part of the Southwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as follows: Beginning at a point on the East line of John R Road (60 feet wide 1/2 right-of-way) which is North 00 degrees 49 minutes 28 seconds East (North 00 degrees 49 minutes 43 seconds East Record) 410.00 feet along the West line of said Section 13 and South 87 degrees 38 minutes 00 seconds East 60.02 feet from the Southwest corner of Section 13, Town 2 North, Range 11 East; thence continuing South 87 degrees 38 minutes 00 seconds East 199.98 feet; thence North 00 degrees 49 minutes 28 seconds East (North 00 degrees 49 minutes 43 seconds East Record) 250.00 feet; thence the following two courses along the boundary of "Mt. Vernon Estates Sub'n." (Liber 116 of Plats, Pages 13 through 17, both inclusive, Oakland County Records): South 87 degrees 38 minutes 00 seconds East 362.72 feet and South 00 degrees 47 minutes 55 seconds West (south 00 degrees 49 minutes 43 seconds West Record) 599.98 feet; thence North 87 degrees 38 minutes 00 seconds West 562.97 feet along the North line of Wattles Road (60 feet wide 1/2 right-of-way); thence North 00 degrees 49 minutes 28 seconds East 349.97 feet along said East line of John R Road to the point of beginning.

Containing 287,586 Square Feet --- 6.602 Acres

EXHIBIT B

LEGAL DESCRIPTION: ROAD EASEMENT

Part of the Southwest 1/4 of Section 13, T.2N., R.11E., City of Troy, Oakland County, Michigan, being more particularly described as follows: Beginning at a point on the North line of Wattles Road (60 ft. wd. 1/2 R.O.W.) which is South 87 degrees 38 minutes 00 seconds East 443.26 feet along the South line of said Section 13 and North 02 degrees 22 minutes 00 seconds East 60.00 feet from the Southwest corner of Section 13, T.2N., R.11E.; thence continuing North 02 degrees 22 minutes 00 seconds East 90.66 feet; thence Northerly 49.00 feet along the arc of a curve to the left (Radius of 80.00 feet, central angle of 35 degrees 05 minutes 32 seconds, long chord bears North 15 degrees 10 minutes 46 seconds West 48.24 feet); thence North 32 degrees 43 minutes 32 seconds West 26.93 feet; thence Westerly 63.40 feet along the arc of a curve to the right (Radius of 120.00 feet, central angle of 25 degrees 29 minutes 54 seconds, long chord bears South 79 degrees 37 minutes 03 seconds West 52.96 feet); thence North 87 degrees 38 minutes 00 seconds West 52.12 feet; thence Southwesterly 37.55 feet along the arc of a curve to the left (Radius of 44.00 feet, central angle of 48 degrees 54 minutes 04 seconds, long chord bears South 67 degrees 54 minutes 58 seconds West 36.42 feet); thence Northerly 204.30 feet along the arc of a curve to the right (Radius of 44.00 feet, central angle of 266 degrees 02 minutes 30 seconds, long chord bears North 03 degrees 30 minutes 54 seconds West 64.34 feet); thence Easterly 28.52 feet along the arc of a curve to the left (Radius of 44.00 feet, central angle of 37 degrees 08 minutes 16 seconds, long chord bears South 69 degrees 03 minutes 52 seconds East 28.02 feet); thence South 87 degrees 38 minutes 00 seconds East 65.30 feet; thence Northeasterly 127.85 feet along the arc of a curve to the left (Radius of 80.00 feet, central angle of 91 degrees 34 minutes 05 seconds, long chord bears North 46 degrees 34 minutes 58 seconds East 114.67 feet); thence North 00 degrees 47 minutes 55 seconds East 76.35 feet; thence Northwesterly 48.35 feet along the arc of a curve to the left (Radius of 44.00 feet, central angle of 62 degrees 57 minutes 51 seconds, long chord bears North 30 degrees 41 minutes 01 second West 45.96 feet); thence Northeasterly 186.58 feet along the arc of a curve to the right (Radius of 44.00 feet, central angle of 242 degrees 57 minutes 51 seconds, long chord bears North 59 degrees 18 minutes 59 seconds East 75.05 feet); thence South 00 degrees 47 minutes 55 seconds West 154.74 feet; thence Southerly 98.19 feet along the arc of a curve to the right (Radius of 120.00 feet, central angle of 46 degrees 52 minutes 54 seconds, long chord bears South 24 degrees 14 minutes 22 seconds West 95.47 feet); thence South 32 degrees 43 minutes 32 seconds East 26.93 feet; thence Southerly 73.50 feet along the arc of a curve to the right (Radius of 120.00 feet, central angle of 35 degrees 05 minutes 32 seconds, long chord bears South 15 degrees 10 minutes

46 seconds East 72.35 feet); thence South 02 degrees 22 minutes 00 seconds West 90.66 feet; thence North 87 degrees 38 minutes 00 seconds West 40.00 feet along said North line of Wattles Road to the point of beginning.

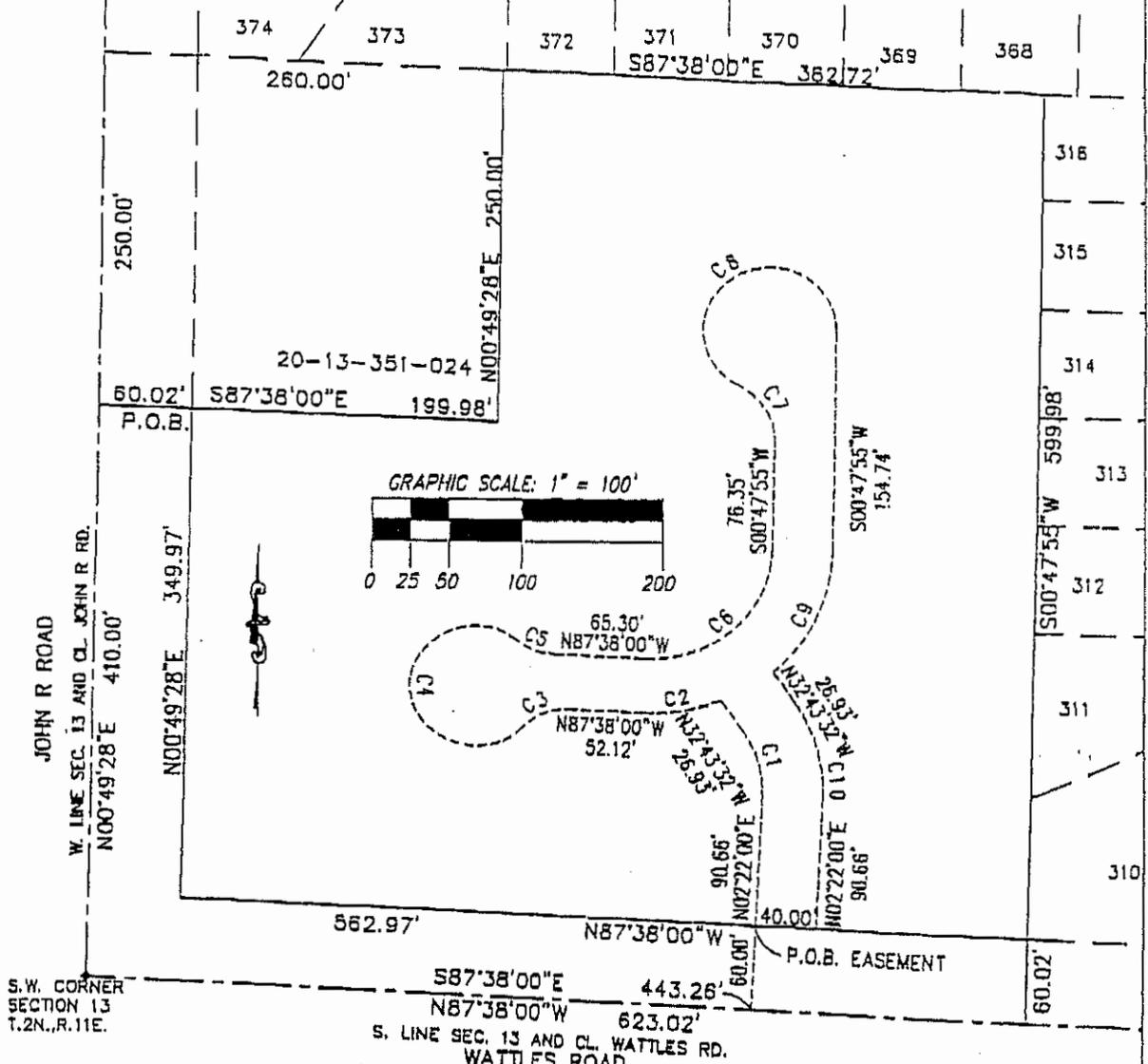
Containing 33,865 Square Feet --- 0.777 Acres

Subject to and together with all easements and restrictions affecting title to the above described premises.

3526/07/rdease

EXHIBIT C

"MT. VERNON ESTATES SUB'N"
L.116 PG.13-17



CURVE TABLE					
Curve	Length	Radius	Central Angle	Chord	Length
C1	49.00	80.00	35°05'32"	N15°10'46"W	48.24
C2	53.40	120.00	25°29'54"	N79°37'03"E	52.96
C3	37.55	44.00	48°54'04"	S67°54'58"W	36.42
C4	204.30	44.00	266°02'20"	S03°30'54"E	64.34
C5	28.52	44.00	37°08'16"	S69°03'52"E	28.02
C6	127.85	80.00	91°34'05"	N46°34'58"E	114.67
C7	48.35	44.00	62°57'51"	N30°41'01"W	45.96
C8	186.58	44.00	242°57'51"	S59°18'59"W	75.05
C9	98.19	120.00	46°52'54"	N24°14'22"E	95.47
C10	73.50	120.00	35°05'32"	N15°10'46"W	72.35

DB-00-5786
SHEET 1 OF 2

CLIENT: TADIAN HOMES
DATE: 6/6/00

MCS ASSOCIATES, INC.
CIVIL ENGINEERING AND SURVEYING
41150 TECHNOLOGY PARK DR., SUITE 102
STERLING HEIGHTS, MICHIGAN 48314
TELEPHONE 726-8310 FAX 726-0042

PERMANENT EASEMENT

Project #
Sidwell #
Res. #

Golf John R, L.L.C., a Michigan limited liability company, Grantor, whose address is 2038 W. Big Beaver Road, Suite 200, for and in consideration of the sum of: One Dollar (\$1.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or replace Sanitary Sewer, said easement for land situated in the City of Troy, Oakland County, Michigan, described as:

SEE EXHIBIT "A" ATTACHED AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed, his signature(s) this 24th day of October A.D. 2000

In presence of:
WITNESS

Golf John R, L.L.C.
a Michigan limited liability company

By: Tadian Development Company, L.L.C.,
A Michigan Limited Liability
Company, Manager

By: Tadian Company, a Michigan
Corporation, Manager

By: Nicholas J Donofrio
Nicholas J Donofrio Vice President

Judy Kennedy
Judy Kennedy

Sherie Churchill
SHERIE CHURCHILL

STATE OF MICHIGAN
COUNTY OF Oakland

Subscribed & sworn to before me this 24th day of October, 2000, by Nicholas J. Donofrito, Vice President of Tadian Company, A Michigan corporation, which is Manager of Tadian Development Company, L.L.C., a Michigan Limited Liability Company, which is the Manager of Golf John R, L.L.C., a Michigan Limited Liability company, on behalf of the company.

Judy Kennedy
Judy Kennedy
Notary Public, OAKLAND County, Michigan

(L.L.C.)

JUDY KENNEDY
Notary Public, Oakland County, MI
My Commission Expires 9-29-2001

My Commission Expires 3-23-01

Prepared by:
Dennis C. Stephens
500 West Big Beaver
Troy, Michigan 48084

Return to:
City Clerk, City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

EXHIBIT "A"

ENCLAVE AT TROY SECTION 13, CITY OF TROY OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION: 30 FT. WD. SANITARY SEWER EASEMENT

Part of the Southwest $\frac{1}{4}$ of Section 13, T.2N., R.11E., City of Troy, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is S87°38'00"E 623.02 ft. along the South line of said Section 13 and the centerline of Wattles Road (60 ft. wd. $\frac{1}{2}$ Right-of-Way) and N00°47'55"E 487.66 ft. along the Westerly boundary line of "Mt. Vernon Estates Sub'n" (Liber 116 of Plats, Pages 13-17, both inclusive, Oakland County Records) from the Southwest corner of Section 13, T.2N., R.11E.; thence N37°52'31"W 40.34 ft.; thence N89°12'05"W 82.19 ft.; thence S00°47'55"W 232.39 ft.; thence S46°34'58"W 141.91 ft.; thence N87°38'00"W 229.15 ft.; thence N02°22'00"E 30.00 ft.; thence S87°38'00"E 216.49 ft.; thence N46°34'58"E 116.58 ft.; thence N00°47'55"E 249.72 ft.; thence S89°12'05"E 126.60 ft.; thence S37°52'31"E 17.27 ft.; thence S00°47'55"W 48.01 ft. along said Westerly boundary line of "Mt. Vernon Estates Sub'n" to the point of beginning.
Square Feet 21,790 --- 0.500 Acres

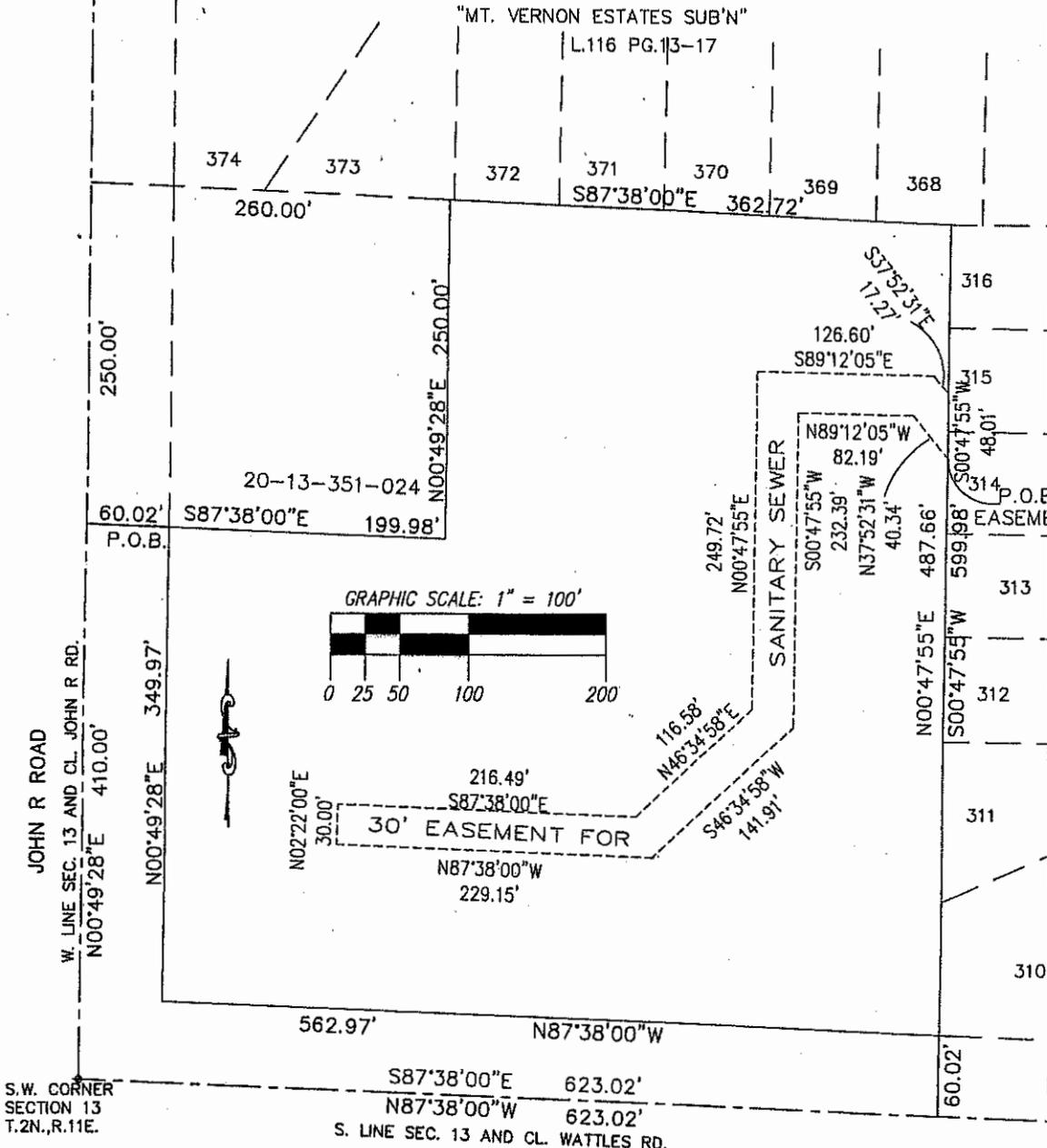
June 20, 2000

MCS Associates, Inc.
41150 Technology Park Drive
Suite 102
Sterling Heights, Michigan 48314
(810) 726-6310

EXHIBIT A

"MT. VERNON ESTATES SUB'N"

L.116 PG.13-17



DB-00-5807
SHEET 1 OF 2

CLIENT: TADIAN HOMES
DATE: 6/20/00

MCS ASSOCIATES, INC.
CIVIL ENGINEERING AND SURVEYING
41150 TECHNOLOGY PARK DR., SUITE 102
STERLING HEIGHTS, MICHIGAN 48314
TELEPHONE 726-6310 FAX 726-0042

PERMANENT EASEMENT

Project #
Sidwell #
Res. #

Golf John R, L.L.C., a Michigan limited liability company, Grantor, whose address is 2038 W. Big Beaver Road, Suite 200, for and in consideration of the sum of: One Dollar (\$1.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or replace Water Main, said easement for land situated in the City of Troy, Oakland County, Michigan, described as:

SEE EXHIBIT "A" ATTACHED AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed, his signature(s) this 24th day of October A.D. 2000

In presence of:
WITNESS

Golf John R, L.L.C.
a Michigan limited liability company

By: Tadian Development Company, L.L.C.,
A Michigan Limited Liability
Company, Manager

By: Tadian Company, a Michigan
Corporation, Manager

By: Nicholas J Donofrio
Nicholas J Donofrio Vice President

Judy Kennedy
Judy Kennedy
Sherie Churchill
SHERIE CHURCHILL

STATE OF MICHIGAN
COUNTY OF OAKLAND

Subscribed & sworn to before me this 24th day of October, 2000, by Nicholas J. Donofrito, Vice President of Tadian Company, A Michigan corporation, which is Manager of Tadian Development Company, L.L.C., a Michigan Limited Liability Company, which is the Manager of Golf John R, L.L.C., a Michigan Limited Liability company, on behalf of the company.

Judy Kennedy
Judy Kennedy
Notary Public, OAKLAND County, Michigan

(L.L.C.)
JUDY KENNEDY
Notary Public, Oakland County, MI
My Commission Expires 3-23-2001

My Commission Expires 3-23-01

Prepared by:
Dennis C. Stephens
500 West Big Beaver
Troy, Michigan 48084

Return to:
City Clerk, City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

EXHIBIT "A"

ENCLAVE AT TROY SECTION 13, CITY OF TROY OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION: 20 FT. WD. WATER MAIN EASEMENT

Part of the Southwest ¼ of Section 13, T.2N., R.11E., City of Troy, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is S87°38'00"E 427.26 ft. along the South line of said Section 13 and the centerline of Wattles Road (60 ft. wd. ½ R.O.W.) and N02°22'00"E 60.00 ft. from the Southwest corner of Section 13, T.2N., R.11E.; thence N02°22'00"E 90.66 ft.; thence 39.20 ft. along the arc of a curve to the left (Radius of 64.00 ft., central angle of 35°05'32", long chord bears N15°10'46"W 38.59 ft.); thence N32°43'32"W 29.20 ft.; thence N20°12'45"W 33.67 ft.; thence 24.66 ft. along the arc of a curve to the right (Radius of 88.00 ft., central angle of 16°03'15", long chord bears S84°20'23"W 24.58 ft.); thence N87°38'00"W 58.19 ft.; thence 34.68 ft. along the arc of a curve to the right (Radius of 46.00 ft., central angle of 43°11'49", long chord bears N66°02'05"W 33.87 ft.); thence 31.42 ft. along the arc of a curve to the left (Radius of 42.00 ft., central angle of 43°55'57", long chord bears N66°24'09"W 31.42 ft.); thence S02°22'00"W 110.05 ft.; thence N87°38'00"W 20.00 ft.; thence N02°22'00"E 126.55 ft.; thence 67.68 ft. along the arc of a curve to the right (Radius of 62.00 ft., central angle of 62°32'35", long chord bears S75°42'29"E 64.37 ft.); thence 19.60 ft. along the arc of a curve to the left (Radius of 26.00 ft., central angle of 43°11'49", long chord bears S66°02'05"E 19.14 ft.); thence S87°38'00"E 58.19 ft.; thence 108.68 ft. along the arc of a curve to the left (Radius of 68.00 ft., central angle of 91°34'05", long chord bears N46°34'58"E 97.47 ft.); thence N00°47'55"E 73.57 ft.; thence 30.53 ft. along the arc of a curve to the left (Radius of 26.00 ft., central angle of 67°16'18", long chord bears N32°50'14"W 28.80 ft.); thence 174.97 ft. along the arc of a curve to the right (Radius of 62.00 ft., central angle of 161°41'25", long chord bears N14°22'20"E 122.42 ft.); thence S05°13'02"W 20.00 ft.; thence 118.53 ft. along the arc of a curve to the left (Radius of 42.00 ft., central angle of 161°41'25", long chord bears S14°22'20"W 82.93 ft.); thence 54.01 ft. along the arc of a curve to the right (Radius of 46.00 ft., central angle of 67°16'18", long chord bears S32°50'14"E 50.96 ft.); thence S00°47'55"W 73.57 ft.; thence 95.94 ft. along the arc of a curve to the right (Radius of 88.00 ft., central angle of 62°27'51", long chord bears S32°01'50"W 91.26 ft.); thence S20°12'45"E 31.47 ft.; thence S32°43'32"E 27.00 ft.; thence 51.45 ft. along the arc of a curve to the right (Radius of 84.00 ft., central angle of 35°05'32", long chord bears S15°10'46"E 50.65 ft.); thence S02°22'00"W 90.66 ft.; thence N87°38'00"W 20.00 ft. along the North R.O.W. line of Wattles Road (60 ft. wd. ½ R.O.W.) to the point of beginning.

Containing 16,749 Square Feet --- 0.385 Acres

June 21, 2000

MCS Associates, Inc.
41150 Technology Park Drive
Suite 102
Sterling Heights, Michigan 48314
(810) 726-6310

DB-00-5808
Sheet 2 of 2