CHARTER TOWNSHIP OF WEST BLOOMFIELD
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. C-793

ACCEPTANCE OF WATER SUPPLY SYSTEM
MAPLE ORCHARD ASSOCIATES, LLC WEST BLOOMFIELD
PARCEL ID NO.: 18-27-476-095, SECTION 27

THE CHARTER TOWNSHIP OF WEST BLOOMFIELD ORDAINS:

Section 1 of Ordinance

Pursuant to Chapter 24, Article IV, of the Code of Ordinances, the Charter Township of West Bloomfield hereby accepts and acquires from Maple Orchard Associates, LLC, a Michigan Limited Liability Company, the Water Supply System presently existing on the property at 6476 Orchard Lake Road, West Bloomfield, MI 48322, Parcel ID No.: 18-27-476-095, located in part of the Southeast ¼ of Section 27, West Bloomfield Township, Oakland County, Michigan, in accordance with the Quit Claim Deed from Maple Orchard Associates, LLC, to the Charter Township of West Bloomfield dated September 25, 2013, attached as Exhibit 1.

Section 2 of Ordinance

The Water Supply System as accepted and acquired shall be part of the Township Water Supply System under the jurisdiction of the Water Department of the Charter Township of West Bloomfield and shall be administered in accordance with Chapter 24 of the West Bloomfield Code of Ordinances.

Section 3 of Ordinance

This Ordinance shall take effect immediately upon publication.

CERTIFICATION

STATE OF MICHIGAN )
COUNTY OF OAKLAND ) SS

I certify that this Ordinance was adopted by the Board of Trustees of the Charter Township of West Bloomfield at a meeting duly called and held on June 23, 2014, the original of which is on file in the Office of the Township Clerk.

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: Catherine Shaughnessy, Township Clerk

Date

INTRODUCED: June 9, 2014
ADOPTED: June 23, 2014
PUBLISHED: July 2, 2014
EFFECTIVE: July 2, 2014

2659258
May 7, 2014

Nancy Cooper Green  
Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C.  
P.O. Box 5025  
2600 Troy Center Drive  
Troy, MI 48007-5025

Re: Maple Orchard Lake Center – Project No. 11-0002  
Section 27

Dear Ms. Green:

We are forwarding the necessary documents for the acceptance of the sewage disposal and/or water supply system(s) for the development above.

Please prepare an amendment to Section 24.117 of the Code of Ordinances and send it to the Engineering Department. We will send it to the Clerk’s Office for scheduling.

The point of contact for this development is: Doraid Marcus, 4036 Telegraph Road, Suite 205, Bloomfield Hills, MI 48302, (248) 892-2222.

Attached is a checklist of the items being submitted. Item 6 is on file at our office.

WEST BLOOMFIELD TOWNSHIP

Millie Gray, Office Manager  
Development Services Department

Enclosure

c: Township Clerk  
    Engineering Department – Originals  
    File
**MAPLE ORCHARD LAKE CENTER**

<table>
<thead>
<tr>
<th>RESPONSIBLE PARTY</th>
<th>REQUIREMENT</th>
<th>DATE COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OWNER (ITEM #1)</strong></td>
<td>An original Quit Claim to the entire system, submitted on current Standard Township Form including all mains, pipes, sewer, etc., which are located in easements or in the public thoroughfare. The legal description must match that of the Title Policy and must be in recordable form. <em>Township forms must not be duplicated, faxed or retyped</em></td>
<td>11 Aug 12</td>
</tr>
</tbody>
</table>
| **OWNER (ITEM #2)** | Separated costs of installed water supply and/or sewage disposal systems including:  
  - Number of lineal feet, size of sanitary sewers and type of material  
  - Number of manholes  
  - Number of lineal feet, size of water mains and type of material | 15 Oct 12 |
| **OWNER (ITEM #3)** | Easements for such systems, where needed, submitted on current Standard Township Form  
  *Township forms must not be duplicated, faxed or retyped* | 31 Aug 12 |
| **OWNER (ITEM #4)** | A commitment for a minimum Title Insurance Policy guaranteeing the Township title to real estate transferred (such as easements). The date of the commitment must be recent (within the last ninety (90) days). The policy will be ordered after acceptance. The legal description must match the Quit Claim legal, and the Easement legal description | 3 Dec 13 |
| **OWNER’S ENGINEER (ITEM #5)** | An original signed and sealed certification from your engineer who prepared the As-Built drawings that all water mains, sanitary sewers and storm sewer systems are located in easements or in public streets and that all monuments and lot irons have been installed, or surely has been posted in accordance with the approved plans  
  - An original signed and sealed certification from your engineer stating that the basin is properly sized, according to approved plans and the outlets are properly located and sized | 16 May 14 |
| **OWNER’S ENGINEER (ITEM #6)** | Seven (7) complete and full sets (including a cover sheet) of As-Built Record paper ENGINEER drawings. Each sheet shall be sealed and signed by the design engineer and prepared from the construction inspection reports provided by the Township  
  - Two (2) full and complete sets of reproducible mylar as-built drawings. Each sheet shall be sealed and signed by the design engineer and prepared from the construction inspection reports provided by the Township  
  - Electronic copies of the as-built drawings in PDF and AutoCAD formats  
  - All drawings to be 24" X 36"  
  - Standard detail sheets not required | 20 Mar 14 6 May 14 |
| **OWNER’S CONTRACTOR (ITEM #7)** | Original Full Unconditional Waiver of Lien from the Contractor who installed the public utilities stating that he has been paid in full | 16 May 13 |
| **OWNER’S CONTRACTOR (ITEM #8)** | Maintenance Bond in favor of the Township in the amount equal to 50% of the cost of the systems. It shall run for two (2) years from the time of acceptance by the Township Board and submitted on current Standard Township Form  
  *Township forms must not be duplicated, faxed or retyped* | 2 May 14 |
| **OWNER (ITEM #9)** | Executed Stormwater Management Maintenance & Easement Agreement on current Standard Township Form (Township forms must not be duplicated, faxed or retyped) OR copy of the agreement between OCWRC and the Developer establishing the storm drainage system as a Chapter 18 County Drain  
  - Sump lead reports received from OCWRC  
  - Inspections #1 and #2 (written approval) | 9 Oct 13 |

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T:\eng_dir\ENGINE PROJECTS\A - ENG\G projects\201111-0002 Maple Orchard Lake Center\Utility Acceptance Requirements.doc 01/30/13
QUIT CLAIM DEED – Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That Donald Markus, Maple Orchard Associates, LLC

Whose address is 6750 Oakhill Drive, Bloomfield Hills, MI 48301

A Michigan Limited Liability Company

Quit Claims to Charter Township of West Bloomfield

Whose address is 4550 Walnut Lake Road, West Bloomfield, MI 48323

the following described premises situated in the Township of West Bloomfield

County of Oakland and State of Michigan,
to-wit:

The entire water supply system, including all mains, pipes, and other related fittings, and connections located in or upon the basement more fully described on attached Exhibit A.

for the full consideration of One Dollar ($1.00)

Subject to

Dated this 25th day of September, 2013

Witnesses:

Signatures:

Doraid Markus

(L.S.)

a Michigan Limited Liability Company

By

Doraid Markus

Its Managing Member

By

Its

STATE OF MICHIGAN

COUNTY OF

ss.

The foregoing instrument was acknowledged before me this 25th day of September, 2013

(1) By Doraid Markus

(2) Managing Member

(3) of Maple Orchard Associates, LLC

a Michigan Limited Liability Company on behalf of the said Michigan Limited Liability Company.

Note: Insert at (1) name(s) of member. (2) title(s) of member. (3) Name of Limited Liability Company.

Drafted By:

Lava Francis

2853 Industrial Row - Suite 200

Troy, MI 48084

COUNTY TREASURER’S CERTIFICATE

CITY TREASURER’S CERTIFICATE

Recording Fee: $ 
State Transfer Tax: $ 
Send subsequent tax bills to:

Return to: Township Clerk 
Charter Township of West Bloomfield 
4550 Walnut Lake Road, P.O. Box 250130 
West Bloomfield, MI 48325
EXHIBIT A
PARCEL ID 18-27-476-095

Part of the Southeast 1/4 of Section 27, Town 2 North, Range 9 East, Township of West Bloomfield, Oakland County, Michigan, described as: Commencing at the Southeast corner of Section 27; thence South 89 degrees 42 minutes 00 seconds West 212.60 feet along the South line of Section 27 and the centerline of Maple Road (width varies); thence North 00 degrees 06 minutes 43 seconds East 37.00 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 06 minutes 43 seconds East 6.00 feet to the 43 foot right-of-way line; thence South 89 degrees 42 minutes 00 seconds West 126.43 feet; thence North 01 degrees 32 minutes 02 seconds West 264.79 feet; thence North 89 degrees 42 minutes 27 seconds East 303.12 feet to the west 43 foot right-of-way line of Orchard Lake Road (width varies); thence South 00 degrees 00 minutes 46 seconds West 255.77 feet along said right-of-way line; thence South 46 degrees 44 minutes 06 seconds West 21.89 feet to a point on the north 37 foot right-of-way line of Maple Road; thence South 89 degrees 42 minutes 00 seconds West 153.60 feet to the POINT OF BEGINNING. Containing 1.841 acres
COST OPINION

PROJECT DESCRIPTION Maple and Orchard Lake JOB NO. 2011-019
PREPARED BY TMK REVIEWED BY RLS DATE 10/15/12

SUMMARY

SITE IMPROVEMENTS

Sanitary Sewer $5,268.00
Water Main $55,262.00
Storm Sewer $70,640.00
Paving $150,941.45
TOTAL - SITE IMPROVEMENTS $282,111.45

Note: This Cost Estimate does not include the following: Proposed Landscaping, Proposed Lighting, Electric/Phone/Cable TV OH Wire Removal, Remedial Earthwork costs, Permits, New Electrical Service, Transformer Pads, Electrical Relocations, and Pylon or Monument Signage.

NOTE: The engineer has no control over the cost of labor, materials, equipment or services furnished by others, over the contractor's method of determining prices, or over competitive bidding or market conditions. His opinions of probable project costs and construction costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified engineer familiar with the construction industry. But, the engineer cannot and does not guarantee that proposals bids or actual project or construction costs will not vary from opinions of probable costs prepared by him.
### SANITARY SEWER

<table>
<thead>
<tr>
<th>PLAN QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>ITEM PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>L.F.</td>
<td>6&quot; SANITARY SEWER, PVC SCH. 40</td>
<td>$29.00</td>
<td>$2,668.00</td>
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<td>1</td>
<td>EA.</td>
<td>4&quot; DIAMETER MANHOLE</td>
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<td>TOTAL SANITARY SEWER</td>
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<td>$5,268.00</td>
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### WATER MAIN

<table>
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<tr>
<th>PLAN QUANTITY</th>
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<th>UNIT PRICE</th>
<th>ITEM PRICE</th>
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<tr>
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<td>L.F.</td>
<td>2&quot; COPPER 'K'-DOMESTIC SERVICE</td>
<td>$32.00</td>
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<td>EA.</td>
<td>12&quot;x12&quot; TSV &amp; WELL</td>
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<td>EA.</td>
<td>2&quot; GATE VALVE IN BOX</td>
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<tr>
<td>1</td>
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<td>6&quot; GATE VALVE IN BOX</td>
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<td>$1,050.00</td>
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<td></td>
<td></td>
<td>TOTAL WATER MAIN</td>
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<td>$55,262.00</td>
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### STORM SEWER

<table>
<thead>
<tr>
<th>PLAN QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
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<tr>
<td>200</td>
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<td>4&quot; HDPE SUBGRADE UNDERDRAIN WITH FILTER SOCK</td>
<td>$9.00</td>
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<td>17</td>
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<td>10&quot; PVC SCH. 40 STORM SEWER</td>
<td>$38.00</td>
<td>$646.00</td>
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<td>638</td>
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<td>12&quot; STORM SEWER, RCP CL-IV</td>
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<td>$24,244.00</td>
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<td>PRE-TREATMENT STRUCTURE</td>
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<td>EA.</td>
<td>4&quot; DIA. MANHOLE</td>
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<td>$4,200.00</td>
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<td>OUTLET CONTROL STRUCTURE</td>
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<td>TOTAL STORM SEWER</td>
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<td>$70,640.00</td>
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<tr>
<td>PLAN QUANTITY</td>
<td>UNIT</td>
<td>DESCRIPTION</td>
<td>UNIT PRICE</td>
<td>ITEM PRICE</td>
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<tr>
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<td>1,451</td>
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<td>18&quot; CONCRETE CURB AND GUTTER</td>
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<td>30&quot; CONCRETE CURB AND GUTTER</td>
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<td>5,553</td>
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<td>4&quot; CONCRETE SIDEWALK WITH 4&quot; SAND BASE</td>
<td>$3.15</td>
<td>$17,401.95</td>
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<td>31,651</td>
<td>S.F.</td>
<td>8&quot; 21AA AGGREGATE &amp; 4&quot; 1100-20AA ASPHALT</td>
<td>$1.75</td>
<td>$55,389.25</td>
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<tr>
<td>1,144</td>
<td>S.F.</td>
<td>8&quot; CONCRETE WITH 6&quot; AGGREGATE BASE</td>
<td>$8.00</td>
<td>$8,884.00</td>
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<td>5,156</td>
<td>S.F.</td>
<td>6&quot; CONCRETE WITH 4&quot; SAND BASE</td>
<td>$4.00</td>
<td>$20,624.00</td>
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<tr>
<td>1,999</td>
<td>S.F.</td>
<td>CONCRETE PAVERS</td>
<td>$4.00</td>
<td>$7,996.00</td>
</tr>
<tr>
<td>3,140</td>
<td>S.F.</td>
<td>6&quot; 21AA AGGREGATE &amp; 9&quot; ASPHALT (R.C.M.C. STD)</td>
<td>$4.00</td>
<td>$12,560.00</td>
</tr>
</tbody>
</table>

**TOTAL PAVING**  
$150,941.45

**TOTAL**  
$282,111.45

\[RECEIVED\]  
OCT 15 2012

WEST BLOOMFIELD TOWNSHIP  
ENGINEERING DEPARTMENT

page 3 of 3
WATER MAIN - SANITARY SEWER - STORM WATER EASEMENT
(for Limited Liability Company)

KNOW ALL MEN BY THESE PRESENT that: Maple Orchard Associates, LLC

whose address is 6750 Oakhill Drive, Bloomfield Hills, MI 48301 party of the first part, and for and in consideration of

the sum of One Dollar ($1.00) Dollars and paid by the Charter

Township of West Bloomfield, a Michigan Charter Township, party of the second part, whose address is 4550 Walnut Lake Road, Box 250130, West Bloomfield, Michigan 48325, do hereby grant to said party of the second part, the right to construct, operate, maintain, repair and/or replace the watermain, sanitary sewer and/or storm sewer over, under, upon and across the following described land situated in the Township of West Bloomfield, County of Oakland, State of Michigan more particularly described as follows:

See attached

Sidwell: 18-27-476-095

and to enter upon adjacent lands within ten (10) feet of said easement for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

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

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

Dated this 25th day of September, 2013

by

[Signature]

its Managing Member

by

[Signature]

its

STATE OF MICHIGAN } SS

COUNTY OF OAKLAND

On this 25th day of September, 2013, before me, personally appeared Doraid Markus

who, being by me duly sworn did say that he is a member (they are members) of Maple Orchard Associates, LLC and that said instrument was signed in behalf of said limited liability company by authority of its articles of agreement; and the said member(s) acknowledged the said instrument to be the free act and deed of said partnership.

[Signature]

Oakland County, Michigan

My commission expires: May 22, 2020

LAVA FRANCIS

NOTARY PUBLIC, STATE OF MI
COUNTY OF MIGON

MY COMMISSION EXPIRES May 22, 2020

[Stamp]

When recorded return to:

WEST BLOOMFIELD TOWNSHIP

Township Clerk

4550 Walnut Lake Rd., PO Box 250130

West Bloomfield, MI 48325

Drafted by:

Lava Francis

Jonna Facility Services

2653 Industrial Row - Suite 200

Troy, MI 48084
SKETCH OF EASEMENT
12' WIDE WATER MAIN

LEGAL DESCRIPTION:
(Tax ID 18-27-476-095)

Part of the Southeast 1/4 of Section 27, Town 2 North, Range 9 East, Township of West Bloomfield, Oakland County, Michigan, described as: Commencing at the Southeast corner of Section 27; thence South 89 degrees 42 minutes 00 seconds West 212.60 feet along the South line of Section 27 and the centerline of Maple Road (width varies); thence North 00 degrees 06 minutes 43 seconds East 37.00 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 06 minutes 43 seconds East 6.00 feet to the 43 foot right-of-way line; thence South 89 degrees 42 minutes 00 seconds West 126.43 feet; thence North 01 degrees 32 minutes 02 seconds West 264.79 feet; thence North 89 degrees 42 minutes 27 seconds East 303.12 feet to the west 43 foot right-of-way line of Orchard Lake Road (width varies); thence South 00 degrees 00 minutes 46 seconds 255.77 feet along said right-of-way line; thence South 46 degrees 44 minutes 06 seconds West 21.89 feet to a point on the north 37 foot right-of-way line of Maple Road; thence South 89 degrees 42 minutes 00 seconds West 153.60 feet to the POINT OF BEGINNING. Containing 1.841 acres

LEGAL DESCRIPTION — 12 FOOT WATER MAIN EASEMENT:

A 12 foot wide water main easement over the above described parcel 18-27-476-095, being part of the Southeast 1/4 of Section 27, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the Southeast corner of said section; thence S89°42'00"W, 212.60 feet along the South Line of said Section; thence N00°00'46"W, 43.00 feet to the North Right-Of-Way line of West Maple Road; thence along said right-of-way line S89°42'00"W, 84.91 feet to the Point of Beginning of the centerline of this 12-foot wide easement for water main; thence N00°00'46"E, 78.24 feet to the point of branching; thence S89°59'14"E, 22.17 feet, thence N89°59'14"W, 22.17 feet returning to the point of branching; thence N00°00'46"E, 9.41 feet to the point of branching, thence S89°59'14"E, 10.00 feet, thence N89°59'14"W, 10.00 feet returning to the point of branching; thence N00°00'46"E, 72.38 feet to the point of branching, thence S89°59'14"E, 20.17 feet, thence N89°59'14"W, 20.17 feet returning to the point of branching; thence N00°00'46"E, 10.28 feet to the point of branching, thence S89°59'14"E, 10.00 feet, thence N89°59'14"W, 10.00 feet returning to the point of branching; thence N00°00'46"E, 3.00 feet to the point of branching, thence S89°59'14"E, 10.00 feet, thence N89°59'14"W, 10.00 feet returning to the point of branching; thence N00°00'46"E, 42.67 feet; thence N45°00'46"E, 28.28 feet; thence S89°59'14"E 226.57 feet to the Point of Ending of the centerline of this 12-foot wide easement at a point at the center of a 14 foot wide water main easement, recorded in Liber 5847, Page 647, Oakland County Records.
WATER MAIN / SANITARY SEWER / STORM WATER EASEMENT
(for Limited Liability Company)

KNOW ALL MEN BY THESE PRESENT that: Maple Orchard Associates, LLC
whose address is 6750 Oakhill Drive, Bloomfield Hills, MI 48301 party of the first part, for and in consideration of
the sum of One Dollar ($1.00) Dollars and paid by the Charter
Township of West Bloomfield, a Michigan Charter Township, party of the second part, whose address is 4550 Walnut Lake
Road, Box 250130, West Bloomfield, Michigan 48325, do hereby grant to said party of the second part, the right to construct,
operate, maintain, repair and/or replace the watermain, sanitary sewer and/or storm sewer over, under, upon and across the
following described land situated in the Township of West Bloomfield, County of Oakland, State of Michigan more particularly
described as follows:

See attached

Sidwell: 18-27-476-995

and to enter upon adjacent lands within ten (10) feet of said easement for the purpose of the construction, operation,
maintenance, repair and/or replacement thereof.

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

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

Dated this 25th day of September, 2013

by

Dorald Markus
its Managing Member

STATE OF MICHIGAN )
COUNTY OF OAKLAND )
On this 25th day of September, 2013, before me, personally appeared

Dorald Markus

who, being by me duly sworn did say that he is a member (they are members) of

Maple Orchard Associates, LLC and that said instrument was signed in behalf of said limited liability company by authority
of its articles of agreement; and the said member(s) acknowledged the said instrument to be the free act and deed of said
partnership.


Drafted by:
Lava Francis
Jonna Facility Services
2653 Industrial Row - Suite 200
Troy, MI 48094

When recorded return to:
WEST BLOOMFIELD TOWNSHIP
Township Clerk
4550 Walnut Lake Rd., PO Box 250130
West Bloomfield, MI 48325

G:\eng_dir\ENG.FORM.DOC\Dedication Documents\Easement Limited Liability Company.doc Rev. 5/2/08
SKETCH OF EASEMENT
15' WIDE SANITARY SEWER

LEGAL DESCRIPTION:
(Tax ID 18-27-476-095)

Part of the Southeast 1/4 of Section 27, Town 2 North, Range 9 East, Township of West Bloomfield, Oakland County, Michigan, described as: Commencing at the Southeast corner of Section 27; thence South 89 degrees 42 minutes 00 seconds West 212.60 feet along the South line of Section 27 and the centerline of Maple Road (width varies); thence North 00 degrees 06 minutes 43 seconds East 37.00 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 06 minutes 43 seconds East 6.00 feet to the 43 foot right-of-way line; thence South 89 degrees 42 minutes 00 seconds West 126.43 feet; thence North 01 degrees 32 minutes 02 seconds West 264.79 feet; thence North 89 degrees 42 minutes 27 seconds East 303.12 feet to the west 43 foot right-of-way line of Orchard Lake Road (width varies); thence South 00 degrees 00 minutes 46 seconds West 255.77 feet along said right-of-way line; thence South 46 degrees 44 minutes 06 seconds West 21.89 feet to a point on the north 37 foot right-of-way line of Maple Road; thence South 89 degrees 42 minutes 00 seconds West 153.60 feet to the POINT OF BEGINNING. Containing 1.841 acres

LEGAL DESCRIPTION - 15 FOOT WIDE SANITARY SEWER EASEMENT:

A 15 foot wide sanitary sewer easement over the above described parcel 18–27–476–095, being part of the Southeast 1/4 of Section 27, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, more particularly described as:

Commencing at the Southeast corner of said section; thence S89º42'00"W, 337.82 feet along the South Line of said Section; thence N00º00'46"E, 43.00 feet to the North Right–Of–Way line of West Maple Road and the Point of Beginning; thence N00º00'46"E, 264.72 feet; thence N89º42'27"E; 15.00 feet; thence S00º00'46"W, 264.72 feet; thence S89º42'00"W, 15.00 feet to the Point of Beginning.

CLIENT:
Maple Orchard Associates, LLC
29800 Telegraph Road
Southfield, Michigan – 48075

SCALE: 1"=50'
JOB No: 2011-019
DATE: 12-13-12
DWG. No: 2 of 2

PROFESSIONAL ENGINEERING ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48083–1872
(248) 689-8080

L:\2011Pro\2011019 Maple and Orchard Lake–JBA\SURVEY–DEPT\10 SBND\dwg\1019 Sanitary Easement Sketch.dwg
Commonly Known As:

1. Effective Date: December 11, 2013, at 8:00 am

2. Policy or policies to be issued: AMOUNT
   (a) OWNERS POLICY WITH STANDARD EXCEPTIONS $1,000.00
      Proposed Insured:
      The Charter Township of West Bloomfield, a Michigan municipal corporation
   (b) LOAN POLICY
      Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee
   Simple and title thereto is at the effective date hereof vested in:

   Maple Orchard Associates, LLC, a Michigan limited liability company

4. The land referred to in this commitment is situated in the Township of West Bloomfield, County of Oakland,
   State of Michigan, as follows:

   SEE EXHIBIT A

COUNTERSIGNED:
SEAVER TITLE AGENCY, LLC

[Signature]
David A. Barris
AUTHORIZED SIGNATORY

SEAVER TITLE AGENCY, LLC
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-7135 Fax:(248) 338-3045

Agent for: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.

SCHEDULE A of this commitment--Page 1
EXHIBIT "A"

The land referred to in this commitment is described as follows: Township of West Bloomfield, County of Oakland, State of Michigan

Water and Sanitary Sewer lines lying withing the following described parcel:

Part of the Southeast ¼ of Section 27, Town 2 North, Range 9 East, Township of West Bloomfield, Oakland County, Michigan, described as: Commencing at the Southeast corner of Section 27; thence South 89 degrees 42 minutes 00 seconds West 212.60 feet along the South line of Section 27 and the centerline of Maple Road (width varies); thence North 00 degrees 06 minutes 43 seconds East 37.00 feet to the point of beginning; thence continuing North 00 degrees 06 minutes 43 seconds East 6.00 feet to the 43 foot right-of-way line; thence South 89 degrees 42 minutes 00 seconds West 126.43 feet; thence North 01 degrees 32 minutes 02 seconds West 264.79 feet; thence North 89 degrees 42 minutes 27 seconds East 303.12 feet to the West 43 foot right-of-way line of Orchard Lake Road (width varies); thence South 00 degrees 00 minutes 46 seconds West 255.77 feet along said right-of-way line; thence South 46 degrees 44 minutes 06 seconds West 21.89 feet to a point on the North 37 foot right-of-way line of Maple Road; thence South 89 degrees 42 minutes 00 seconds West 153.60 feet to the point of beginning, including water and sanitary sewer lines lying within.

Tax Item No. 18-27-476-095
The following requirements to be complied with:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.

4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.

5. Submit true copy of Operating Agreement for Maple Orchard Associates, LLC, as amended, to the Company for review, together with evidence of fulfillment of all conditions precedent to the granting of the easements contemplated within this commitment, in accordance with the terms and provisions of the Operating Agreement.

6. Record water main and/or sanitary sewer easement(s) or deed conveying all rights in water mains and/or sanitary sewer executed by Maple Orchard Associates, LLC, a Michigan limited liability company to The Charter Township of West Bloomfield, a Michigan municipal corporation.

7. **PAYMENT OF TAXES:**
   
   Tax Parcel No.: 18-27-476-095

   2013 July Partial School Tax in the amount of $12,258.49 is Paid

   2013 December Tax in the amount of $3,955.26 is DUE

   Special Assessments: NONE

   The amounts shown as due do not include collection fees, penalties or interest.
Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the Public Records.

2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey inspection of the Land or by making inquiry of persons in possession thereof of the Land.

3. Easements, claim of easements or encumbrances that are not shown in the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the Date of Policy. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.

7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

8. Construction Mortgage in the principal amount of $3,750,000.00 executed by Maple Orchard Associates, LLC, a Michigan limited liability company to The PrivateBank and Trust Company, an Illinois state chartered bank, dated October 2, 2012 and recorded October 12, 2012 in Liber 44805, Page 348, Oakland County Records.


11. Notice of Commencement was recorded August 1, 2012 in Liber 44485, Page 881, Oakland County Records.

13. Building and Use Restrictions recorded in Liber 520 on Page 306, Oakland County Records, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

14. Easement granted to County of Oakland for construction, operation and maintenance of water main recorded in Liber 5881, Page 489, Oakland County Records (affects Parcel B only).

15. Terms, provisions and stipulations contained in Order Confirming Report of Commissioners entered in Oakland County Circuit Court Case No. 71-77639 and recorded in Liber 5847, Page 647, Oakland County Records.

16. Joint Underground Easements granted to The Detroit Edison Company and Michigan Bell Telephone Company for construction, operation and maintenance of electrical and communications facilities recorded in Liber 8583, Page 224 and in Liber 8583, Page 234, Oakland County Records (affect Parcel A only).

17. Right of Way granted to Michigan Bell Telephone Company for construction, operation and maintenance of communications facilities recorded in Liber 5671, Page 897, Oakland County Records (affects Parcel A only).

18. Highway Easement granted to the Board of County Road Commissioners of the County of Oakland for construction, operation and maintenance of roadways, utilities and other infrastructure recorded in Liber 46469, Page 666, Oakland County Records.

19. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for street, roads of highways.

20. Rights of tenants, if any, under any unrecorded leases.
PRIVACY POLICY NOTICE

Seaver Title Agency, LLC and its family of affiliated companies, respect the privacy of our customers’ personal information. This Notice explains the ways in which we may collect and use personal information under the Seaver Title Agency, LLC Privacy Policy.

Seaver Title Agency, LLC as an agent for Old Republic National Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Seaver Title Agency, LLC Privacy Policy applies to all Seaver Title Agency, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Seaver Title Agency, LLC, please write us at: Seaver Title Agency, LLC c/o 31440 Northwestern Highway, Ste. 150, Farmington Hills, Michigan 48334. Attn: Legal Resources.

(Effective January 2010)
May 5, 2014
PEA Project No. 2011-019

Ms. Millie Gray, Office Manager
Development Services Department
West Bloomfield Township
4550 Walnut Lake Road
West Bloomfield, Michigan 48323

RE: MAPLE AND ORCHARD LAKE ROAD MIXED USE DEVELOPMENT
WEST BLOOMFIELD TOWNSHIP No: 11-002

Dear Ms. Gary:

As the engineering consultant that prepared the as-built plans for the above referenced project, we are providing this signed and sealed certification stating the all water mains, sanitary sewers, and storm sewer systems are located in easements or in public streets.
FULL UNCONDITIONAL WAIVER

I/we have a contract with

JONNA FACILITY SERVICES

to provide

EARTHWORK AND SITE UTILITIES

for the improvement to the property described as:

MAPLE ORCHARD DEVELOPMENT

MAPLE RD & ORCHARD LAKE RD

WEST BLOOMFIELD, MI 48322

File # 63-12284082-SCM

has been fully paid and satisfied. By signing this waiver, all my/our construction
lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner’s or lessee’s designee has received a notice of furnishing from
me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this
waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting
me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Signed on: 3-28-13

D AND V EXCAVATING

(Signature of Lien Claimant)

Steve Dulek
(Printed Name of Lien Claimant)

Address: 143 Cady Centre, Ste 213

Northville, MI 48167

Phone: (248) 719-7556

Fax: (248) 719-7561

SUBSCRIBED AND SWORN BEFORE ME THIS 28th
DAY OF March, 2013

NOTARY PUBLIC

Lava Francis
Notary Public, State of Michigan
County of Macomb
My Commission Expires May 22, 2013
Active in the County of Macomb

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY
MAINTENANCE AND GUARANTEE BOND

The Principal and Surety, hereby guarantee and agree to perform all maintenance of the System(s) described in this Bond, and upon a failure to do so, to pay the Charter Township of West Bloomfield, "Township" the sum of THIRTY THOUSAND and 00/100 dollars ($30,000.00) in lawful currency of the United States of America. This guarantee and agreement is binding on our heirs, executors, administrators, successors and assigns, jointly and severally.

This Bond is given to satisfy the Township's requirements for acceptance of the System(s) described below, which have been constructed and/or dedicated to the Township. This Bond is provided in the above amount in favor of the Township and guarantees the workable condition, workmanship and materials involved in the construction of the System(s) for a period of two (2) years.

The Project and System(s) are as follows:

Maple Orchard Development - Construction of Sewer / Water for a Multi-Tenant Commercial Building

The conditions of this obligation are that the Principal, for a period of two (2) years from the date of final acceptance by the Township Board, in response to written notice from the Township shall:

1. Keep the System(s) in good functioning order by immediately repairing any defect in the same, whether due to improper or defective materials, equipment, labor, workmanship or otherwise; and

2. Restore the System(s) and any other property of the Township or third persons affected by the defect(s) or repair(s), without expense to the Township.

If the repairs directed by the Township are not completed within the time specified in the notice (which shall allow at least one week from service of the notice and be otherwise reasonable), the Township shall have the right to perform or secure the performance of the repairs, with all costs and expenses in doing so charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the Township immediately and without advance notice, with the cost and expense of the repair to be charged to and received from the Principal or Surety.

Any repairs the Township may perform as provided in this Bond may be by Township employees, agents or independent contractors. The Township shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when Township employees are utilized to be based on the hourly cost to the Township of the employee(s) performing the repair.
This Bond and the obligations of Principal and Surety under it shall be in full force and effect for each System described for two (2) years commencing with the date of final acceptance by the Township Board for defects discovered within that period.

It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend and hold the Township, and its officers, officials and employees harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, agents or employees in the construction or repair of the System(s), including claims arising under the worker’s compensation laws of the State of Michigan.

Written notices by the Township under this Bond may be provided by personal delivery or mail, with Principal and Surety consenting to such service on their employees and/or agents. Notices by the Principal or Surety to the Township relating to this Bond shall be provided to the Township Supervisor, Township Treasurer and Director of the Township Engineering Department.

This Bond was executed by the Principal and Surety on the dates indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is May 2, 2014.

PRINCIPAL (CONTRACTOR/OWNER):

Name: D & V Excavating, LLC

Address: 143 Cady Center, Suite 213
Northville, Michigan 48167

(Signature)

Title: ____________________________

SURETY:

Name: Westchester Fire Insurance Company

Address: 1660 West 2nd Street, Suite 780
Cleveland, Ohio 44113

(Signature)

Title: Donald W. Burden, Attorney-in-Fact

Date: May 2, 2014

WITNESS:

Date: May 2, 2014

WITNESS:
POWER OF ATTORNEY

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

1. Each of the Chairman, the President and the Vice Presidents of the Company hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

2. Each duly appointed attorney-in-fact of the Company hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

3. Each of the Chairman, the President and the Vice Presidents of the Company hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in said written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

4. Each of the Chairman, the President and Vice Presidents of the Company hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in said written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

5. The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Angelo G. Zervos, David C. Lange, Donald W. Burden, Gus E. Zervos, all of the City of SOUTHFIELD, Michigan, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents ($4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 6 day of May 2013.

WESTCHESTER FIRE INSURANCE COMPANY

[Signature]
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 6 day of May, 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

[Signature]
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 2 day of May, 2014.

[Signature]
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 06, 2015.
STORMWATER MANAGEMENT MAINTENANCE AND EASEMENT AGREEMENT

This Agreement made by Maple Orchard Associates, LLC ("Owner"), whose address is, 6750 Oakhill Drive, Bloomfield Hills, MI 48301, and is enforceable by the Charter Township of West Bloomfield ("Township"), whose address is 4550 Walnut Lake Road, West Bloomfield, MI 48325.

RECATALS

A. Owner holds title to the land located in the Township of West Bloomfield, County of Oakland, State of Michigan, that is described in the attached Exhibit A ("Property").

B. The Township has approved development of the Property that is to include stormwater management measures and facilities ("Facilities") to treat and manage stormwater drainage in accordance with an approved Stormwater Management Plan on file with the Township.

C. The Township's Stormwater Management Ordinance, codified in Article VI, Chapter 24 of the Township Ordinance Code ("Ordinance"), and approvals of the development of the Property require this Agreement.

D. The attached Exhibit B identifies the Township approved Stormwater Management Plan and any conditions of that approval and includes the Township approved plan for routine, emergency and long-term maintenance of the Facilities as required by the Ordinance and a detailed annual budget for maintenance and inspection of the Facilities for the three (3) years following completion of construction.

AGREEMENT

OWNER HEREBY COVENANTS AND AGREES:

1. This Agreement shall be enforceable by the Township and its successors, assigns or transferees, shall be permanently recorded with the Oakland County Register of Deeds, shall run with the Property and shall be binding on Owner and Owner's heirs, successors, assigns, agents and transferees, including any subdivision or condominium associations that may hereafter be assigned, entitled to or have title, possession, use or control of portions of the Property upon which Facilities are to be located, operated and maintained. This Agreement shall be incorporated by reference into any Master Deed, with each deed or other conveyance of an interest in the Property by Owner to state that it is subject to this Agreement and include the liber and page where this Agreement is recorded.

2. To promptly provide written notice to the Township Planning and Engineering Departments of the name and address of each successor, assign, agent and transferee described in Section 1, with all such persons and entities considered an "Owner" for purposes of this Agreement.

3. Entry, actions and/or rights on or related to the Property or Facilities by or of the Township as provided in this Agreement may be by the Township's employees, agents consultants and/or contractors with qualifications and experience appropriate to the subject matter.

4. An access easement is hereby granted to the Township to enter on and over such portions of the Property as reasonably necessary to inspection, maintenance and/or repair of the Facilities and the preservation of primary and secondary drainageways which are needed to serve stormwater management needs of other properties. Except for emergencies, entry shall be preceded by at least 24 hours verbal or written notice to Owner, with the right of entry for non-emergency maintenance, repair or preservation purposes first requiring a determination that the Township may do so under the procedure described in Section 8.

5. In the absence of a written and recorded document confirming that the Oakland County Drain Commissioner, Township or other government agency has assumed such responsibilities, Owner shall, at its expense perpetually preserve, maintain, and repair all Facilities as necessary for them to be in good working order and to function as designed and intended, with this obligation including all wetlands which are part of the Stormwater Management Plan.

6. Owner shall, at its expense, perform the routine, emergency and long-term maintenance of the Facilities as described in Exhibit B, providing at least 14 days prior written notice to the Township Engineering/Environmental Director of the intention to proceed with respect to each maintenance activity. Maintenance or repair activities not described in Exhibit B shall not be undertaken by Owner without first applying for and obtaining any new Township permits and approvals as may be required by the Ordinance.

7. Owner shall maintain a written log of all inspection, maintenance and repair activities on the Facilities and make the log available to the Township upon request.

8. (a) If there is a material failure or refusal to maintain the Property or Facilities in the manner and condition required by this Agreement, the Township may serve written notice upon the Owner specifying the deficiencies and the actions required and time allowed for correction. Routine maintenance deficiencies shall be corrected within 30 days of the notice, with maintenance determined to be required by the Township as an emergency to be completed within 36 hours of the notice. The Owners shall cure the specified deficiencies within those times or such longer period as may be approved in writing by the Township.
(b) If the deficiencies are not corrected in the time and manner required by the Township under the notice described in subsection (a), the Township may provide a second written notice to Owner of the right to be heard at a specified time and place for a hearing before the Township Board on the existence of the deficiencies and whether the Township should correct them. At the hearing, the time for correcting the deficiencies and the hearing itself may be extended and/or continued to a date certain. Upon conclusion of the hearing, if the Township Board determines that the material failure or refusal identified in the Township’s notices existed and has not been corrected, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Property and perform the maintenance, repair, preservation and other actions necessary to correcting the deficiencies. Upon such a Township Board determination, Owner shall be obligated to advance to and/or reimburse the Township for (as determined by the Township) all costs that have been or will be incurred by the Township in administering and enforcing this Agreement, including actual costs and expenses of inspections, consultants and correction, legal fees and an administrative fee equal to 25% of those amounts.

(c) All notices, determinations, decisions and actions by the Township under this Agreement shall be without liability for trespass and shall not be considered a taking or to vest any rights to use and enjoy the Property in the general public.

(d) Owner’s payment to the Township of the costs incurred by the Township in administering and enforcing this Agreement shall be secured by a lien on the Property which may be perfected by filing a Notice of Lien with the Oakland County Register of Deeds. Any of such costs that are not paid by the Owner within 30 days of Township billing shall be delinquent and may be collected by the Township through legal action against the Owner and/or by placement and collection on the tax rolls as a delinquent special assessment. In addition and not as an alternative to the preceding procedures and remedies, the Township may compel and shall be entitled to specific performance by the Owner of the requirements of this Agreement by action in and Orders and/or Judgments of the Oakland County Circuit Court, with Owner to pay all court costs and attorney fees incurred by the Township in connection with any and all court actions authorized by this subsection.

9. Owner represents and warrants to the Township that it and its signatory have the authority and capacity to execute this Agreement and bind the Property and Owner’s heirs, successors, assigns and transferees as provided.

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

By: ____________________________

This Agreement was acknowledged before me on ___________ by ____________________________, the authorized ____________________________, of Owner, ____________________________, for and on its behalf.

DOLORES A HAEARN
Notary Public - Michigan
Oakland County
My Commission Expires Mar 6, 2019
Acting in the County of Michigan

Notary Public, Oakland County
My Commission Expires: 03.05.2019
Acting in Oakland County

Form of Agreement drafted by:
Gary L. Dove (P276844)
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48335-3400

When recorded return to:
Charter Township of West Bloomfield
Attn: Township Clerk
4550 Walnut Lake Road, PO Box 250130
West Bloomfield, MI 48325-0130
EXHIBIT A

SKETCH OF EASEMENT
20' WIDE STORM SEWER

EAST 1/4 CORNER
SECTION 27 T.2N.,
R.9E. WEST
BLOOMFIELD TWP.,
OAKLAND COUNTY,
MICHIGAN

CENTRELINE OF
20' WIDE
STORM SEWER
EASEMENT

N89°42'27"E 303.12'
N89°59'18"W 68.34'

SOUTH 1/4 CORNER OF
SECTION 27
T.2N., R.9E.
WEST BLOOMFIELD TWP.,
OAKLAND COUNTY,
MICHIGAN

SOUTH LINE OF SECTION 27
N89°42'00"E 2633.04 (R) 2633.24 (M)

WEST MAPLE ROAD
(VARIABLE WIDTH—PUBLIC)

PROFESSIONAL
ENGINEERING
ASSOCIATES

2430 Rochester Cl Suite 100
Troy, MI 48083-1872
(248) 689-9090

CLIENT:
Maple Orchard Associates, LLC
29800 Telegraph Road
Southfield, Michigan - 48075

SCALE: 1"= 50'
DATE: 12-13-12

JOB No: 2011-019
DRAWN: 1 of 2

GRAPHIC SCALE
1" = 50'
Exhibit A

Sketch of Easement
20' Wide Storm Sewer

Legal Description:
(Tax ID 18-27-476-095)

Part of the Southeast 1/4 of Section 27, Town 2 North, Range 9 East, Township of West Bloomfield, Oakland County, Michigan, described as: Commencing at the Southeast corner of Section 27; thence South 89 degrees 42 minutes 00 seconds West 212.60 feet along the South line of Section 27 and the centerline of Maple Road (width varies); thence North 00 degrees 06 minutes 43 seconds East 37.00 feet to the Point of Beginning; thence continuing North 00 degrees 06 minutes 43 seconds East 6.00 feet to the 43 foot right-of-way line; thence South 89 degrees 42 minutes 00 seconds West 126.43 feet; thence North 01 degrees 32 minutes 02 seconds West 264.79 feet; thence North 89 degrees 42 minutes 27 seconds East 303.12 feet to the west 43 foot right-of-way line of Orchard Lake Road (width varies); thence South 00 degrees 00 minutes 46 seconds West 255.77 feet along said right-of-way line; thence South 46 degrees 44 minutes 06 seconds West 21.89 feet to a point on the north 37 foot right-of-way line of Maple Road; thence South 89 degrees 42 minutes 00 seconds West 153.60 feet to the Point of Beginning. Containing 1.841 acres.

Legal Description — 20 Foot Storm Sewer Easement:

A 20 foot wide storm sewer easement over the above described parcel, being part of the Southeast 1/4 of Section 27, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the Southeast corner of said section; thence S89°42'00"W, 212.60 feet along South Line of said Section; thence N00°06'43"E, 43.00 feet to the North Right-Of-Way line of West Maple Road; thence along said right-of-way line S89°42'00"W, 109.23 feet to the Point of Beginning of the centerline of this 20—foot wide easement for storm sewer; thence N13°04'28"E, 48.71 feet to the point of branching; thence N00°35'07"W, 49.17 feet; thence N63°15'33"E, 71.59 feet to a point of ending.

Also, commencing at the point of branching; thence S82°02'46"E, 130.29 feet; thence S89°54'51"E, 64.28 feet; thence N00°06'18"W, 29.53 feet; thence N89°53'42"E, 29.57 feet; thence N14°18'59"W, 105.05 feet; thence N08°46'49"W, 68.18 feet; thence N89°59'18"W, 68.34 feet to the Point of Ending.

Client: Maple Orchard Associates, LLC
Scale: 1" = 50'
Job No: 2011-019
Date: 12-13-12
Dwg. No: 2 of 2

Professional Engineering Associates
2430 Rochester Rd. Suite 100
Troy, MI 48083-1972
(248) 689-9090

L:\2011\2012\2011019 Maple and Orchard Lake—SURVEY-DEPT\11019\11019 Storm Easement Sketch.dwg
STORMWATER MANAGEMENT AGREEMENT EXHIBIT B

The Stormwater Management Plan that has been reviewed and approved by the Township and is on file with the Charter Township of West Bloomfield Engineering Department for the facilities covered by this Stormwater Management Agreement is under a Township Project Name of Maple and Orchard Lake

and Township Engineering File Number of 11-0002 and Township Planning File Number of SP10-01 & SP12-04, and consist of the following plans prepared by: Professional Engineering Associates, Inc.

Date of Construction Drawing(s) Approval by Township: 11-01-12
Last Revision Date: 10-31-12
Job Name: Maple and Orchard Lake Job Number: 2011-019

<table>
<thead>
<tr>
<th>Sheet/Drawing No.</th>
<th>Sheet Drawing Description</th>
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</thead>
<tbody>
<tr>
<td>C-1</td>
<td>COVER SHEET</td>
</tr>
<tr>
<td>C-2</td>
<td>TOPOGRAPHIC SURVEY</td>
</tr>
<tr>
<td>C-3</td>
<td>DEMOLITION PLAN</td>
</tr>
<tr>
<td>C-4</td>
<td>DIMENSION AND PAVING PLAN</td>
</tr>
<tr>
<td>C-5</td>
<td>GRADING PLAN</td>
</tr>
<tr>
<td>C-6</td>
<td>SOIL EROSION CONTROL PLAN</td>
</tr>
<tr>
<td>C-7</td>
<td>UTILITY PLAN</td>
</tr>
<tr>
<td>C-8</td>
<td>STORM SEWER PROFILES</td>
</tr>
<tr>
<td>C-9</td>
<td>DRAINAGE AREA MAP</td>
</tr>
<tr>
<td>C-10</td>
<td>NOTES AND DETAILS</td>
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<tr>
<td>C-11</td>
<td>DETAILS</td>
</tr>
<tr>
<td>C-12</td>
<td>DETAILS</td>
</tr>
<tr>
<td>C-13</td>
<td>DETAILS</td>
</tr>
<tr>
<td>SP-1</td>
<td>ARCHITECTURAL SITE PLAN</td>
</tr>
<tr>
<td>L-1</td>
<td>LANDSCAPE PLAN</td>
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<tr>
<td>L-2.1</td>
<td>LANDSCAPE SPECIFICATIONS</td>
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<tr>
<td>L-2.2</td>
<td>LANDSCAPE SPECIFICATIONS</td>
</tr>
</tbody>
</table>

Approval Conditions: In addition to those included in the Stormwater Management Plan, Stormwater Management Plan Approval Conditions are also set forth in the Minutes for the following meetings that are on file with the Township Clerk's Office, which are incorporated by reference as part of the Stormwater Management Maintenance and Easement Agreement to which this Exhibit is attached.

Township Board Meeting: 06-18-2012
Planning Commission Meeting: 06-12-12

Maintenance Plan: (in accordance to Ordinance 24-221 & Appendix II Maintenance Guidelines) (See attached)

Annual Budget: (See attached)
# Long-Term Maintenance Schedule

## System Component

<table>
<thead>
<tr>
<th>Maintenance Activity</th>
<th>Catch Basins, Inlets &amp; Storm &amp; Sewers</th>
<th>Channels &amp; Swales, Vegetated Swales</th>
<th>Basin Inlets, Outlets &amp; Gratings</th>
<th>Forebay</th>
<th>Detention Basin</th>
<th>Outlet Control/Treatment Structures</th>
<th>Emergency Spillways</th>
<th>Riprap</th>
<th>Buffer Strip</th>
<th>Frequency</th>
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<tbody>
<tr>
<td><strong>MONITORING INSPECTION</strong></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>Annually</td>
</tr>
<tr>
<td>Inspect for Sediment Accumulation**/Clogging of Stone Filter</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>Annually</td>
</tr>
<tr>
<td>Inspect for Floatables, Dead Vegetation and Debris</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>Annually</td>
</tr>
<tr>
<td>Inspect for Erosion and Integrity of Banks and Berm</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>Annually</td>
</tr>
<tr>
<td>Inspect All Components during Wet Weather and Compare to As-Built Plans</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>Annually</td>
</tr>
<tr>
<td>Monitor Planting/vegetation</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>2 Times a Year</td>
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<tr>
<td>Ensure Means of Access for Maintenance Remain Clear/Open</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>Annually</td>
</tr>
<tr>
<td><strong>PREVENTATIVE MAINTENANCE</strong></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>Up to 2 Times/Year*</td>
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<tr>
<td>Mowing</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>As Needed**</td>
</tr>
<tr>
<td>Remove Accumulated Sediment</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>As Needed</td>
</tr>
<tr>
<td>Remove Floatables, Dead Vegetation and Debris</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>Every 3 Years, More Frequently As Needed***</td>
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<tr>
<td>Replace or Wash/Reuse Stone Riser Filters</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>Annually</td>
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<tr>
<td>Remove Invasive Plant Species</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>As Needed</td>
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<tr>
<td><strong>REMEDIAL ACTIONS</strong></td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td></td>
<td>As Needed</td>
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<tr>
<td>Repair/Stabilize Areas of Erosion</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td></td>
<td>As Needed</td>
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<tr>
<td>Replace Dead Plantings, Bushes, Trees</td>
<td>X</td>
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<td>X</td>
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<td>Reseed Bare Areas</td>
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<td>X</td>
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<td>As Needed</td>
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<tr>
<td>Structural Repair</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>As Needed</td>
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<tr>
<td>Make Adjustments/Repairs to Ensure Proper Functioning</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>As Needed</td>
</tr>
</tbody>
</table>

* Not to exceed the length allowed by local community ordinance.
** Foredays, open detention basins, and retention basins to be cleaned whenever sediment accumulates to a depth of 3-12 inches of sediment resuspension is observed.
*** Replace stone if it cannot be adequately cleaned.
## MAINTENANCE TASKS AND SCHEDULE

<table>
<thead>
<tr>
<th>TASKS:</th>
<th>FREQUENCY:</th>
<th>BUDGET AMOUNT:</th>
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</thead>
<tbody>
<tr>
<td>Inspect for sediment accumulation</td>
<td>Annually</td>
<td>$250.00</td>
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<tr>
<td>Removal of sediment accumulation</td>
<td>As needed*</td>
<td>$250.00</td>
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<tr>
<td>Inspect for floatables and debris</td>
<td>Annually</td>
<td>$250.00</td>
</tr>
<tr>
<td>Cleaning of floatables and debris</td>
<td>Annually</td>
<td>$450.00</td>
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<tr>
<td>Inspect structural elements during wet weather and compare to as-built plans</td>
<td>Annually and after major events</td>
<td>$500.00</td>
</tr>
<tr>
<td>Make adjustments or replacements as determined by inspection</td>
<td>As needed</td>
<td>$250.00</td>
</tr>
<tr>
<td>Total annual budget</td>
<td></td>
<td>$1,950.00</td>
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</tbody>
</table>

* "As needed" means when sediment has accumulated to a depth of one foot.