




500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: January 24, 2024 

To: Honorable Mayor and Members of the Troy City Council

From: Mark F. Miller, City Manager  
Lori Grigg Bluhm, City Attorney  
Robert F. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
R. Brent Savidant, Planning Director  
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Stonecrest Planned Unit Development, *now known as Anthology of Troy*

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The City received a request to execute an estoppel certificate in connection with the sale of Anthology of Troy Senior Living, *formerly known as Stonecrest*. By way of background, Troy City Council approved a Planned Unit Development Agreement in November of 2015. The development included a 100-bed, 70,000 square foot senior living facility, and it also served as the catalyst for creating the first phase of the Troy Trail and the Daisy Knight Dog Park located next door. In connection with the now pending sale of the property, the Purchaser, 310 INVESTMENTS, LLC of Texas, is seeking the estoppel certificate in accordance with the terms and conditions outlined in the Agreements signed by the City of Troy.

The purpose of the estoppel certificate is to confirm the current status of certain agreements listed in Schedule I of the certificate. The estoppel certificate provides certifications from the City of Troy to the Seller and the Purchaser regarding whether each Agreement is in full force and effect or whether there are any outstanding obligations or default by either party. This certificate is not recorded with the Oakland County Register of Deeds, and it does not change any rights, duties or obligations of the City, the Seller or the Purchaser. The estoppel certificate essentially acts as a representation that the information provided therein is accurate and up-to-date, allowing the Purchaser to better understand the Agreements it is going to assume.

City Administration is not aware of any outstanding obligations or default by the current owner of the property, and therefore recommends that Council pass a resolution authorizing the Mayor and the City Clerk to sign the estoppel certificate.

#### Attachments:

1. Estoppel Certificate
2. Estoppel Certificate transmission documents, including recorded PUD Agreement

## ESTOPPEL CERTIFICATE

Dated: January \_\_, 2024

Re: Estoppel Certificate pertaining to those certain recorded agreements listed on Schedule 1 attached hereto (individually, an “**Agreement**” and collectively, the “**Agreements**”) relating to the property located at 3400 Livernois Road, Troy, MI 48083 and more particularly described on Exhibit A attached hereto (the “**Property**”).

Ladies and Gentlemen:

This Estoppel Certificate (this “**Certificate**”) is made as of the date set forth above, by THE CITY OF TROY, a Michigan municipal corporation (“**Grantor**”) with reference to the Agreements, listed in Schedule I and attached hereto. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreements. The Agreements benefit and burden the Property. The Certificate is for the benefit of and may be relied upon 310 INVESTMENTS, LLC, a Texas limited liability company, or its affiliate (together with their successors and assigns, collectively, “**Purchaser**”), any lender or other financing source of Purchaser or any of Purchaser’s affiliates and their successors and assigns on or after the date hereof (collectively “**Lender**”), CA Senior Troy MI Property Owner, LLC, a Delaware limited liability company (together with any successor land owner, collectively, the “**Parcel Owner**”), and any title company issuing title insurance in connection with ownership or mortgagee’s interests of Purchaser or Lender, respectively (together with their successors and assigns, collectively, “**Title Company**”) and relying on this Certificate, in each case in connection with Purchaser's acquisition of the Property from Parcel Owner. Accordingly, the undersigned does hereby certify to the best of its knowledge to Purchaser, Title Company and Lender, as of the date hereof, as follows:

- A. The undersigned remains “Grantor” (or “The City of Troy” or the other designations, if any, expressly stated in the Agreements applicable to the undersigned) under each of the Agreements and is authorized to execute and deliver this Certificate.
- B. Each Agreement is in full force and effect and has not been modified, supplemented, amended, terminated or superseded.
- C. There are no monies under any Agreement currently owing from (a) the Parcel Owner to the undersigned or any other entity under any Agreement, or (b) the undersigned to the Parcel Owner or any other entity under any Agreement.
- D. No default in the payment of any monies or in the observance or performance of any other agreement, covenant, obligation, responsibility, term or condition to be observed or performed by the Parcel Owner or any other party to any of the Agreements (including, but not limited to, the undersigned) exists under any of the Agreements and no event has occurred that with the giving of notice or passage of time would constitute a default by any party under any of the Agreements. Without limiting the generality of the foregoing, all improvements to be constructed by and maintenance work to be performed by Parcel

Owner or Parcel Owner's predecessor-in-interest under each of the Agreements, if any, has been fully completed and performed.

- E. With respect to the Development Agreement (as defined on Schedule 1), the REMA (as defined on Schedule 1) governs all obligations of the parties and their successors' from and after the completion of the initial construction of the improvements contemplated by the Development Agreement.
- F. That certain Temporary Grading, Slope, Land Balancing, Excavation, Soil Removal, Construction, Landscaping and Installation Easement Purchaser reference in the Development Agreement, which was to be attached to the Development Agreement and simultaneously recorded (and which was neither attached nor recorded), has terminated and is no longer in force or effect.
- G. The undersigned has no offset, charge, lien, claim, termination right or defense which currently exists (or with the passage of time or the giving of notice will exist) under any of the Agreements.
- H. There is no pending or threatened dispute or litigation between or among any of the parties to any of the Agreements or properties benefited or burdened by any of the Agreements.
- I. The correct notice address for Grantor for purposes of each of the Agreement is set forth below:

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

- J. Grantor agrees to provide notice to the Purchaser for purposes of each of the Agreements to the address set forth below, until otherwise notified in writing by the Purchaser:

c/o MedCore Partners, LLC  
12377 Merit Drive, Suite 500  
Dallas, Texas 75251  
Attention: Jordan Sibley, General Counsel and Brian Bollich,  
Partner  
Email: jsibley@medcorepartners.com and  
brian@medcorepartners.com

With a required copy to:

Arnall Golden Gregory LLP  
171 17<sup>th</sup> Street, NW, Suite 2100  
Atlanta, GA 30363  
Attention: Steven A. Kaye, Esq.  
Email: steven.kaye@agg.com

The undersigned is aware that Purchaser, Title Company and Lender will rely on the statements made in this Certificate. This Certificate is for the sole benefit of the Purchaser, Title Company and Lender, and may not be relied upon by any other person or entity. This Certificate shall not subject Grantor to any liability, notwithstanding the negligent or otherwise inadvertent failure of the undersigned to disclose correct and/or relevant information; however, the undersigned shall not be permitted to assert or enforce any claim against a party entitled to rely on this Certificate (or against such party's property) which is inconsistent with the statements contained in this Certificate but only to the extent the party relied upon said statement of fact and had no knowledge of any facts which were inconsistent with the facts contained in this Certificate.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the date first written above.

**Grantor:**

CITY OF TROY, MICHIGAN,  
a Michigan municipality

\_\_\_\_\_  
Witness

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

Ethan Baker

Its: Mayor

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF OAKLAND    )

The foregoing Estoppel Certificate was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Ethan Baker on behalf of the City of Troy, a Michigan municipality.

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
M. Aileen Dickson  
Its: Clerk

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF OAKLAND    )

The foregoing Estoppel Certificate was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by M. Aileen Dickson on behalf of the City of Troy, a Michigan municipality.

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

## SCHEDULE 1

1. Terms, provisions, covenants, conditions, and restrictions contained in and easements, rights and obligations created by Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development by and between NP Troy, LLC, a Missouri limited liability company, and the City of Troy, a Michigan municipal corporation, and their respective successors and assigns, providing for the development of assisted living residences and an adjoining city park, as more fully set forth in instrument dated November 23, 2015, and recorded April 26, 2016 in Liber 49299, Page 1 of Official Records (the “**Development Agreement**”).

2. Terms, provisions, covenants, conditions, and restrictions contained in and easements, rights and obligations created by the Entrance Drive and Cross-Access Driveway Easement Agreement for the construction, operation and maintenance of an entrance drive and cross-access driveway for pedestrian, vehicular and bicycle ingress and egress to and from said parcel, together with a temporary construction easement as necessary for the maintenance, repair or replacement of said drive and driveway, as set forth in instrument dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 511 of Official Records.

3. Terms, provisions, covenants, conditions, and restrictions contained in and easements, rights and obligations created by the Easement for Parking Lot and for Joint Parking Facilities for the construction, installation, maintenance and improvement of a parking lot and parking lot facilities with landscaped islands, parking lanes, parking spaces, a water detention and water-run off feature, landscaping and overhead lighting and other necessary improvements, as set forth in instrument dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 530 of Official Records.

4. Terms, provisions, covenants, conditions, and restrictions contained in and easements, rights and obligations created by the Easement for Water Detention/Retention and for Joint Detention/Retention Facilities for the construction, installation, maintenance and improvement of storm water detention/retention facilities and related water features, landscaping and an electrically operated fountain, as set forth in instrument dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 547 of Official Records.

5. Terms, provisions, covenants, conditions, and restrictions contained in and easements, rights and obligations created by the Monument Sign Easement Agreement for the construction, installation, operation and maintenance a monument sign together with a non-exclusive easement for public utility access, equipment, pedestrian, worker and vehicular access thereto, as set forth in instrument dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 580 of Official Records.

6. Reciprocal Easement and Maintenance Agreement by and between the City of Troy, a Michigan municipal corporation, and NP Troy, LLC, a Missouri limited liability company (the “Developer”), and their respective successors and assigns, setting forth the terms, provisions, conditions and agreements regarding their respective maintenance, upkeep, repair and replacement obligations with respect to, inter alia, perpetual easements, improvements and betterments to be

erected and installed on the City Park Property developed jointly by the Developer and the City of Troy, and facilities, utilities and other improvements which the Developer is required to construct, erect, and install pursuant to the Planned Unit Development Agreement, as more fully set forth in instrument dated May 23, 2016, and recorded May 27, 2016 in Liber 49414, Page 615 of Official Records (the “**REMA**”)

## EXHIBIT A

### Legal Description of the Property<sup>1</sup>

Land in the City of Troy, Oakland County, MI, described as follows:

**PARCEL 1:**

The North 1/2 of Lot 22, and all of Lots 23 and 24 of Supervisor's Plat No. 26, recorded in Liber 57, Page 59 of Plats, except the West 20 feet of each lot thereof deeded for road, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, Oakland County Records.

**PARCEL 2:**

Non-exclusive easement for the benefit of Parcel 1 of an entrance drive and cross-access driveway for pedestrian, vehicular and bicycle ingress and egress to and from said parcel, together with a temporary construction easement as necessary for the maintenance, repair or replacement of said drive and driveway, as granted by the City of Troy, a Michigan municipal corporation, in that certain Entrance Drive and Cross-Access Driveway Easement Agreement dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 511, Oakland County Records.

**PARCEL 3:**

Non-exclusive easement for the benefit of Parcel 1 for a parking lot and parking facilities with landscaped islands, parking lanes, parking spaces, a water detention and water-run off feature, landscaping and overhead lighting and other necessary improvements, as granted by the City of Troy, a Michigan municipal corporation, in that certain Easement for Parking Lot and for Joint Parking Facilities dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 530, Oakland County Records.

**PARCEL 4:**

Non-exclusive easement for the benefit of Parcel 1 for storm water detention/retention facilities with water features, fountain and landscaping, as granted by the City of Troy, a Michigan municipal corporation, in that certain Easement for Water Detention/Retention and for Joint Detention/Retention Facilities dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 547, Oakland County Records.

**PARCEL 5:**

Non-exclusive easement for the benefit of Parcel 1 for a monument sign together with a non-exclusive easement for public utility access, equipment, pedestrian, worker and vehicular access thereto, as granted by the City of Troy, a Michigan municipal corporation, in that certain Monument Sign Easement Agreement dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 580, Oakland County Records.

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<sup>1</sup> Note the "Parcel" designations in the Legal Description are for reference only, and are not true parcels for purposes of property assessment.



January 10, 2024

**Kimberly A. Wachen**

Partner

202.775.5749   **DIRECT**

[Kimberly.Wachen@afslaw.com](mailto:Kimberly.Wachen@afslaw.com)

**BY FEDEX AND EMAIL TRANSMISSION:**

City Assessor's Office  
Attn: Kelly M. Timm  
500 West Big Beaver Road  
Troy, Michigan 48084  
E-mail: [CityAssessor@troymi.gov](mailto:CityAssessor@troymi.gov)

Lori Grigg Bluhm  
City Attorney  
500 West Big Beaver Road  
Troy, Michigan 48084  
E-mail: [bluhmlg@troymi.gov](mailto:bluhmlg@troymi.gov)

Re:     Development Agreement, recorded April 26, 2016 in Liber 49299, Page 1 among the land records of Oakland County, Michigan (the "**Official Records**"), Entrance Drive and Cross-Access Driveway Easement Agreement, recorded May 17, 2016 in Liber 49373, Page 511 among the land records of the Official Records (the "**Driveway Easement**"), Easement for Parking Lot and for Joint Parking Facilities, recorded May 17, 2016 in Liber 49373, Page 530 of Official Records (the "**Parking Easement**"), Easement for Water Detention/Retention and for Joint Detention/Retention Facilities, recorded May 17, 2016 in Liber 49373, Page 547 of the Official Records (the "**Water Easement**"), Monument Sign Easement Agreement, recorded May 17, 2016 in Liber 49373, Page 580 of the Official Records (the "**Sign Easement**"), and Reciprocal Easement and Maintenance Agreement, recorded May 27, 2016 in Liber 49414, Page 615 of the Official Records (the "**REMA**" and collectively, the "**Agreements**")

To Whom This May Concern:

This firm represents CA Senior Troy MI Property Owner, LLC, a Delaware limited liability company, in connection with a proposed sale of certain property set forth in the Agreements to 310 INVESTMENTS, LLC, a Texas limited liability company ("**Purchaser**"). In connection with this transaction, Purchaser has requested that THE CITY OF TROY, a Michigan municipal corporation ("**Grantor**") provide an estoppel certificate required under the terms of Section 5 of the Driveway Easement (attached for your reference as **Exhibit A**), and permitted under the Development Agreement (attached as **Exhibit B**), the Parking Easement (attached as **Exhibit C**), the Water Easement (attached as **Exhibit D**), the Sign Easement (attached as **Exhibit E**), and the REMA (attached as **Exhibit F**).

Therefore, please have an authorized signatory of Grantor sign and return the enclosed estoppel certificate to my attention within fifteen (15) days from receipt of this letter in accordance with Section 5 of the Driveway Easement.

Please do not hesitate to contact me if you have any questions. Thank you for your prompt attention to this matter.

*[Signature follows.]*

Very truly yours,

ArentFox Schiff LLP



By: \_\_\_\_\_  
Kimberly A. Wachen, Esq.

KAW/pem

**Exhibit A**

**Driveway Easement**

See attached.

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

LIBER 49373 PAGE 511  
\$64.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
05/17/2016 02:35:36 PM RECEIPT# 53928  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

2016 MAY 17 PM 2:17

**ENTRANCE DRIVE AND CROSS-ACCESS  
DRIVEWAY EASEMENT AGREEMENT**

**THIS EASEMENT FOR ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY** (the "Entrance Drive and Driveway Easement") is made and entered into as of this 10<sup>th</sup> day of May, 2016, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

**RECITALS:**

A. Grantor is the owner of the real property legally described in Exhibit A attached hereto ("Grantor Property") and Grantee is the owner of the real property legally described in Exhibit B attached hereto ("Grantee Property"), which Grantee Property is adjacent to Grantor Property and both Properties front on Livernois Road.

198  
K

B. Each of Grantor Property and Grantee Property is presently unimproved property but it is currently intended by the Parties that Grantee Property will be developed as a senior living and memory care residence complex with related parking areas, and other improvements. Additional improvements will be constructed and installed on Grantor Property for use of both Grantor Property and Grantee Property.

C. As part of a Planned Unit Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, design, plan, participate in and develop certain improvements on the Grantor Property,

OK - LG

including this Entrance Drive and Driveway Easement and other easements to be located on the Grantor Property which is to be developed as a City Park in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee a permanent non-revocable easement across the Grantor Property for the construction by Grantee of an entrance way drive from Livernois Road and, as part thereof, a cross-access driveway extending to parking lots on Grantor Property and further extending to the Grantee Property for use by the Grantee Property, which above described improvements will serve both the Grantor and Grantee Properties, and will be constructed and installed at Grantee's cost for design, engineering and construction of the above-referenced improvements in the areas of Grantor's Property set forth in engineering plans and drawings attached to and made a part of the certain PUD Development Agreement for Stonecrest Senior Living and Memory Residences and Joint City Park Development dated November 23, 2015, to which this Entrance Drive and Cross-Access Driveway Easement is made a part thereof (the "PUD Development Agreement"). The legal description and survey of the Entrance Drive and Cross-Access Driveway Easement is set forth on Exhibit C attached hereto and incorporated herein by reference (the "Entrance Drive and Cross-Access Driveway Easement").

**NOW, THEREFORE**, for value received and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Entrance Drive and Cross-Access Driveway Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Easement as follows:

1. Easements.

1.1 Grant and Reservation. Grantor and Grantee each hereby grants to the other and reserve to themselves, perpetual easements and use of the entrance drive and cross-access driveway areas shown on the engineering plans and drawings attached to the PUD Development Agreement and the legal description and survey of the Entrance Drive and Cross-Access Driveway Easement attached to this Agreement as Exhibit C, for pedestrian, vehicular and bicycle ingress and egress to and from each of the Grantor Property and Grantee Property and for access to the separate parking lot and parking lot easement for the mutual benefit of Grantor and Grantee to be constructed by Grantee on the Grantor Property. The easements herein granted and reserved are for use by each of Grantor and Grantee, and their respective successors and assigns, as the record fee owners from time to time of the Grantor Property and Grantee Property, by anyone from time to time entitled to have access to and/or utilize all or any part of the Grantor Property and Grantee Property by way of lease, license, concession, invitee, licensee, or other agreement or arrangement (each, an "Authorized User") , and by the employees, agents, contractors, customers and invitees of Grantor or Grantee. The easements granted and reserved in this Section 1.1 are not limited to present users of Grantor Property and Grantee Property or present improvements thereon.

1.2 Temporary Easements.

1.2.1 Grantor hereby grants to Grantee, its employees, agents, contractors and suppliers, a temporary construction easement to go upon Grantor Property from time to time, to the extent necessary to construct and improve the entrance drive and cross-access driveway improvements as described and referenced in this Entrance Drive and Cross-Access Driveway Easement.

1.2.2 Grantor hereby grants to Grantee, its employees, agents, contractors and suppliers, an easement to go upon Grantor's Property to the extent necessary to effect

maintenance, repair or replacement as permitted or required of Grantee in this Entrance Drive and Driveway Easement or a separate Reciprocal Easement Maintenance Agreement entered into by Grantor and Grantee on or about the date hereof ("REMA").

1.3 Easement Non-Exclusive and Appurtenant. The easements granted and reserved in Sections 1.1 and 1.2 above shall be non-exclusive and shall be appurtenant to each of Grantor Property and Grantee Property.

1.4 No Obstructions. No walls, fences or barriers of any kind shall be constructed or permitted on any portion of the entrance drive and cross-access driveway improvements that would prevent or impair the use or exercise of the easement rights granted and reserved herein by Grantor, Grantee, their respective successors and assigns, and any Authorized User.

2. Enforcement. This Easement Agreement may be enforced only by Grantor and Grantee, their successors and assigns, and not by any other person, Authorized User or unauthorized user. Grantor and Grantee each shall have the right to prosecute any proceedings at law and/or in equity against any other Party or anyone else violating or attempting to violate any of the provisions of this Easement Agreement, to restrain or enjoin such violation or attempted violation and/or to recover damages therefor. All remedies available to Grantor or Grantee under this Easement Agreement or otherwise shall be cumulative and not mutually exclusive.



3. **Easement Agreement Given in Perpetuity.** This Easement Agreement is expressly given in perpetuity and runs with the land. If any action or suit is brought for the enforcement of any provision of this Easement Agreement, or as a result of any alleged violation of any provision of this Easement Agreement, the prevailing party, as determined by the Court having jurisdiction of the matter, shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the losing party, and any judgment or decree entered in such proceeding shall include an award therefor.

4. **Duration.** The Entrance Drive and Cross-Access Driveway Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to both the Grantee Property and the Grantor Property and shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Entrance Drive and Driveway Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall run with the land and shall continue in perpetuity. Any person or entity subsequently acquiring an interest in the Grantee Property or the Grantor Property, or any part thereof, shall be bound by this Entrance Drive and Driveway Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Entrance Drive and Driveway Easement from or to its Property. Although persons and entities may be released under this Section 4 if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Entrance Drive and Driveway Easement running with the land in perpetuity.

5. **General Provisions.** Any and all notices, demands, requests and other communications required or permitted hereunder (“Notices”) shall be in writing, addressed to Grantor and Grantee at their respective addresses set forth above on the cover page of this Easement Agreement, to each other Owner of the Grantor Property or Grantee Property, at its or their address set forth in the recorded vesting deed by which the subsequent Owner acquires title to the Grantor Property or Grantee Property, or at such other address as any subsequent Owner may designate by notice delivered in accordance with this Section. A copy of each Notice shall also be sent to the mortgage holder, if any, of each of Grantor Property or Grantee Property, to the extent such mortgage holder has provided written notice of its address to the Grantor or Grantee. Each Notice shall be given by registered or certified mail, return receipt requested, with all postage and charges prepaid, or by U.S. Post Office Express Mail, Federal Express or similar nationally recognized overnight courier which delivers only upon signed receipt of the addressee. Grantor or Grantee, their successors and assigns, may, at any time and from time to time, in connection with the sale, transfer, financing or refinancing of the Grantor Property or Grantee Property, deliver written request to the Grantor or Grantee to execute estoppel certificates certifying, to the best knowledge of the Grantor or Grantee, the status of this Easement Agreement and performance hereunder, and each Grantor and Grantee shall provide its estoppel certificate within 15 days after receipt of such request. This Easement Agreement may be amended or terminated only by a written agreement signed and acknowledged by Grantor and Grantee, and the respective first mortgagees of all of the Grantor Property and Grantee Property and recorded with the Oakland County Register of Deeds. All provisions of this Easement Agreement shall be covenants running with the land pursuant to applicable Laws. Each of Grantor and Grantee shall automatically be deemed, by acceptance of the title to the Grantor Property or Grantee Property, or any part thereof, to have accepted this Easement Agreement, agreed to comply with all of its provisions, and assumed all obligations applicable to such Easement Agreement or part thereof arising during and with respect to such Grantor and Grantee

period of ownership, and to have agreed to execute any and all instruments and do any and all things reasonably required to carry out the intent of this Easement Agreement. All exhibits referred to herein and attached to this Easement Agreement are incorporated herein by this reference. The section and paragraph headings and captions in this Easement Agreement are for reference and convenience only and shall not enter into the interpretation hereof. Whenever the context so requires, the singular shall be deemed to include the plural and the plural the singular, and the masculine, feminine or neuter gender shall be deemed to include any other gender. The terms "hereof," "herein," "hereunder" and similar terms shall be deemed to refer to this Easement Agreement. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." This Agreement shall be interpreted in accordance with the Laws of the State of Michigan.

*[Signatures on Following Page]*



STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this 10th day of May, 2016, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

**CHERYLA STEWART**  
Notary Public-State of Michigan  
County of Oakland  
My Commission Expires May 3, 2019  
Acting in Oakland County

Cheryl A. Stewart  
Print Name: Cheryl A. Stewart  
Notary Public, Oakland County, Michigan  
My Commission Expires: May 3, 2019  
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:

Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084

AND

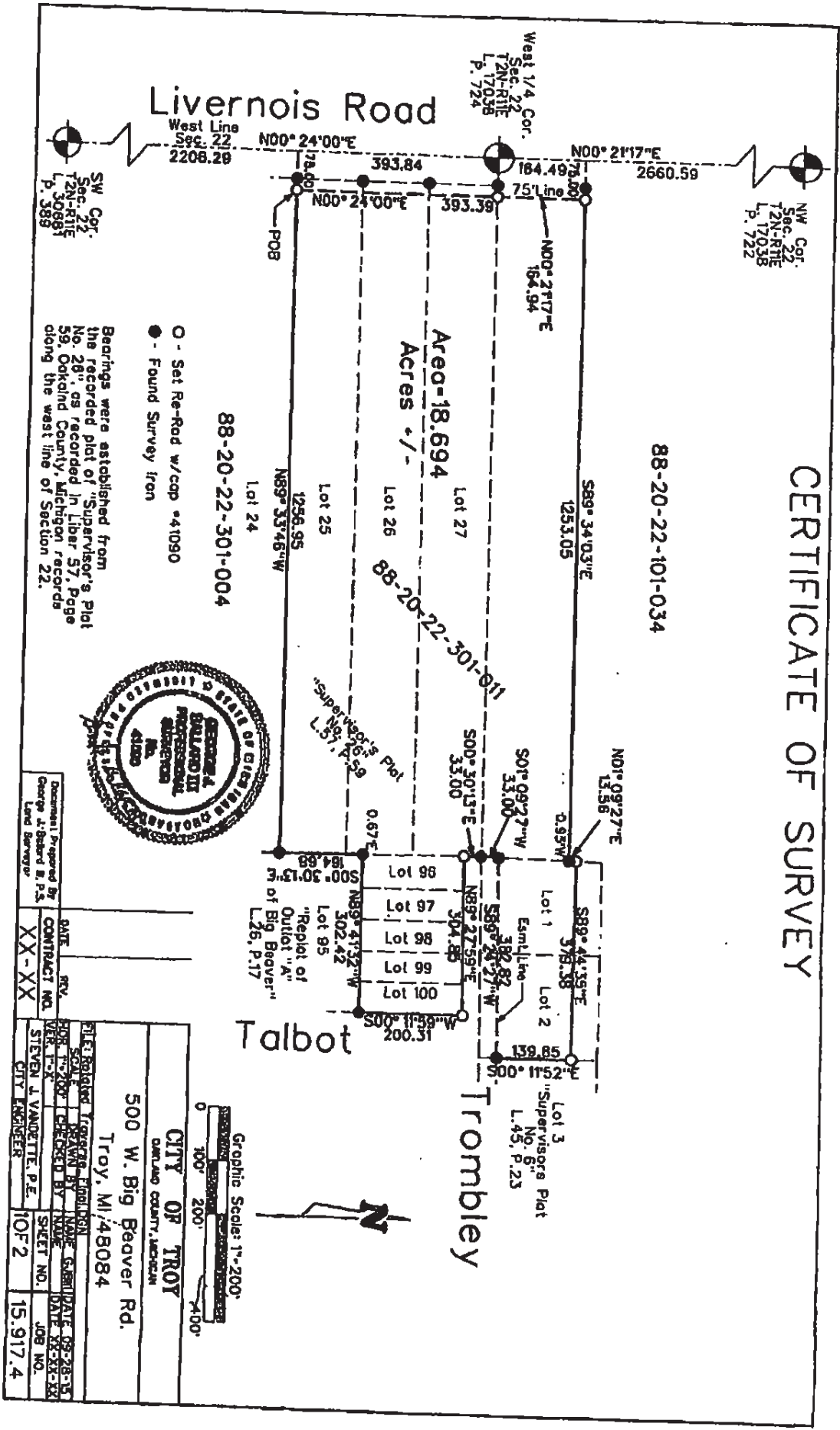
Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

WHEN RECORDED RETURN TO:

Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**EXHIBIT "A"**  
**GRANTOR PROPERTY**

CERTIFICATE OF SURVEY



Document Prepared By  
George A. Oberd, B. P. S.  
Land Surveyor

DATE REC. CONTRACT NO. XX-XX

STEVEN J. VANDORTTE, P.E.  
CITY ENGINEER

JOB NO. 15.917.4

Graphic Scale: 1"=200'  
0 100' 200' 400'

CITY OF TROY  
DANIEL COHEN, JACOBAN

500 W. Big Beaver Rd.  
Troy, MI 48084

Bearings were established from the recorded plat of "Superior's Plat No. 28", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.

○ - Set Re-Rod w/cap #41090

● - Found Survey Iron

20-22-361-011

**Description of Parcel:**

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisor's Plat No. 6", as recorded in Liber 46, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot 'A' of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2206.29 feet and South 89 degrees 33 minutes 46 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernois Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said "Supervisor's Plat No. 6"; thence North 01 degrees 09 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.56 feet thence South 89 degrees 44 minutes 35 seconds East, 376.39 feet to the east line of Lot 2 of said "Supervisor's Plat No. 6"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 130.65 feet to the north line of a plat laid easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 09 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot 'A' of Big Beaver"; thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot 'A' of Big Beaver", 33.00 feet to the northwest corner of said Lot 89; thence North 89 degrees 27 minutes 59 seconds East (recorded as South 89 degrees 20 minutes 00 seconds East, 304.90 feet), along the north line of said Lot 86 through 100, inclusive, 304.85 feet to the northeast corner of Lot 100; thence South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 193.80 feet) to the southwest corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 96 and the east line of said "Supervisor's Plat No. 26"; thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 164.89 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.85 feet to the east line of Livernois Road and the Point of Beginning. Containing 814,321 Square Feet or 18,694 Net Acres more or less and being subject to all encumbrances of record.

**Certification:**

I, hereby certify that I have surveyed and mapped the land above platted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

*George J. Ballard III*  
George J. Ballard III, P.S.

9-28-2015  
Date

**Witness Ties**

SW Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
S65° E. 50.36'-PK in SW Cor. of Pole Base  
N88° E. 48.70'-PK in NW Cor. Light Pole Base  
N55° W. 52.85'-PK in NE Cor. Pole Base  
S75° W. 52.35'-North SE Cor. Ped. Signal Pole Base

West 1/4 Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
N83° W. 55.97'-PK/Washer SW-Face PP  
N49° E. 91.36'-PK/Washer NW-Face PP  
S37° W. 107.94'-PK/Washer NW-Face PP  
East, 75.00'-1/2" Re-Rod 4+1090

NW Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
N53° E. 76.33'-"X" T/SW Bolt of Pole  
S42° E. 79.73'-Remon. N/T NE-Face PP  
S41° W. 77.67'-Remon. N/T SE-Face PP  
N35° W. 88.62'-Troy N/T SW-Face PP



CITY OF TROY  
500 W. Big Beaver Rd.  
Troy, MI 48084

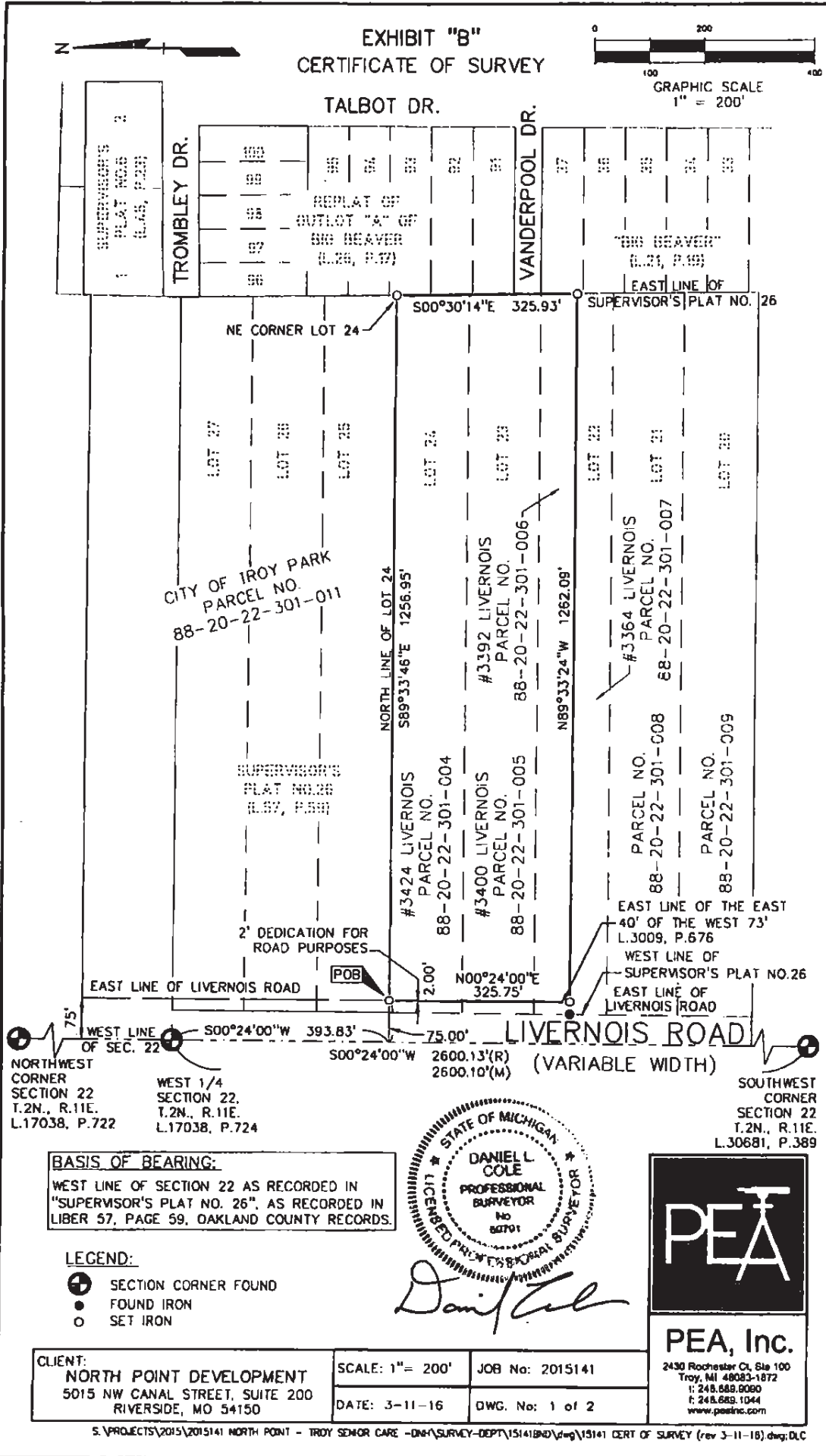
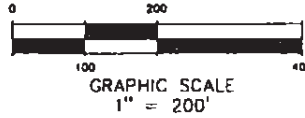
DATE	REV.	FILED	SCALE	DRAWN BY	NAME	CHECKED BY	NAME
N/A			1"=200'	DAVE	DAVE	DAVE	DAVE
CONTRACT NO.			VER. T.S.	DATE	DATE	DATE	DATE
				10/28/15	10/28/15	10/28/15	10/28/15
				STEVEN J. VANDEITTE, P.E.			
				CITY ENGINEER			
				SHEET NO.	JOB NO.		
				20F2	15,917.4		



**EXHIBIT "B"**

**GRANTEE PROPERTY**

EXHIBIT "B"  
CERTIFICATE OF SURVEY



NORTHWEST CORNER SECTION 22 T.2N., R.11E. L.17038, P.722

WEST 1/4 SECTION 22 T.2N., R.11E. L.17038, P.724

SOUTHWEST CORNER SECTION 22 T.2N., R.11E. L.30681, P.389

**BASIS OF BEARING:**  
WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO. 26", AS RECORDED IN LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.

- LEGEND:**
- ⊕ SECTION CORNER FOUND
  - FOUND IRON
  - SET IRON



*Daniel L. Cole*



**PEA, Inc.**  
2430 Rochester Ct. Ste 100  
Troy, MI 48063-1872  
t: 248.689.9080  
f: 248.689.1044  
www.peainc.com

**CLIENT:**  
NORTH POINT DEVELOPMENT  
5015 NW CANAL STREET, SUITE 200  
RIVERSIDE, MD 54150

SCALE: 1" = 200'  
JOB No: 2015141  
DATE: 3-11-16  
DWG. No: 1 of 2

EXHIBIT "B"  
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:

(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22:  
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;  
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width); and the POINT OF BEGINNING;

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";  
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;  
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;  
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.  
Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

- S65°E 50.36' - PK nail in Southwest face of pole base
- N88°E 48.70' - PK nail in Northwest face of light pole base
- N65°W 52.85' - PK nail in Northeast face of pole base
- S75°W 52.35' - Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

- N63°W 55.97' - PK nail w/ washer in Southwest face of power pole
- N49°E 91.36' - PK nail w/ washer in Northwest face of power pole
- S37°W 107.94' - PK nail w/ washer in Northwest face of power pole
- EAST 75.00' - 1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

- N55°E 76.33' - Chiseled "X" in top of Southwest bolt of pole
- S42°E 79.73' - Nail w/ remon tag in Northeast face of power pole
- S41°W 77.67' - Nail w/ remon tag in Southeast face of power pole
- N35°W 88.62' - Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22  
20-22-301-005 Pt Lot 23  
20-22-301-004 Pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that there are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.



3/11/16  
DATE:

*Daniel L. Cole*  
Daniel L. Cole, P.S. #59791  
An Agent for PEA, Inc.



PEA, Inc.

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
T: 248.689.0090  
F: 248.689.1044  
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: -	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 2 of 2

**EXHIBIT "C"**

**LEGAL DESCRIPTION AND SURVEY OF  
THE PORTION OF GRANTOR PROPERTY ON WHICH  
THE ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY EASEMENT  
IS LOCATED**

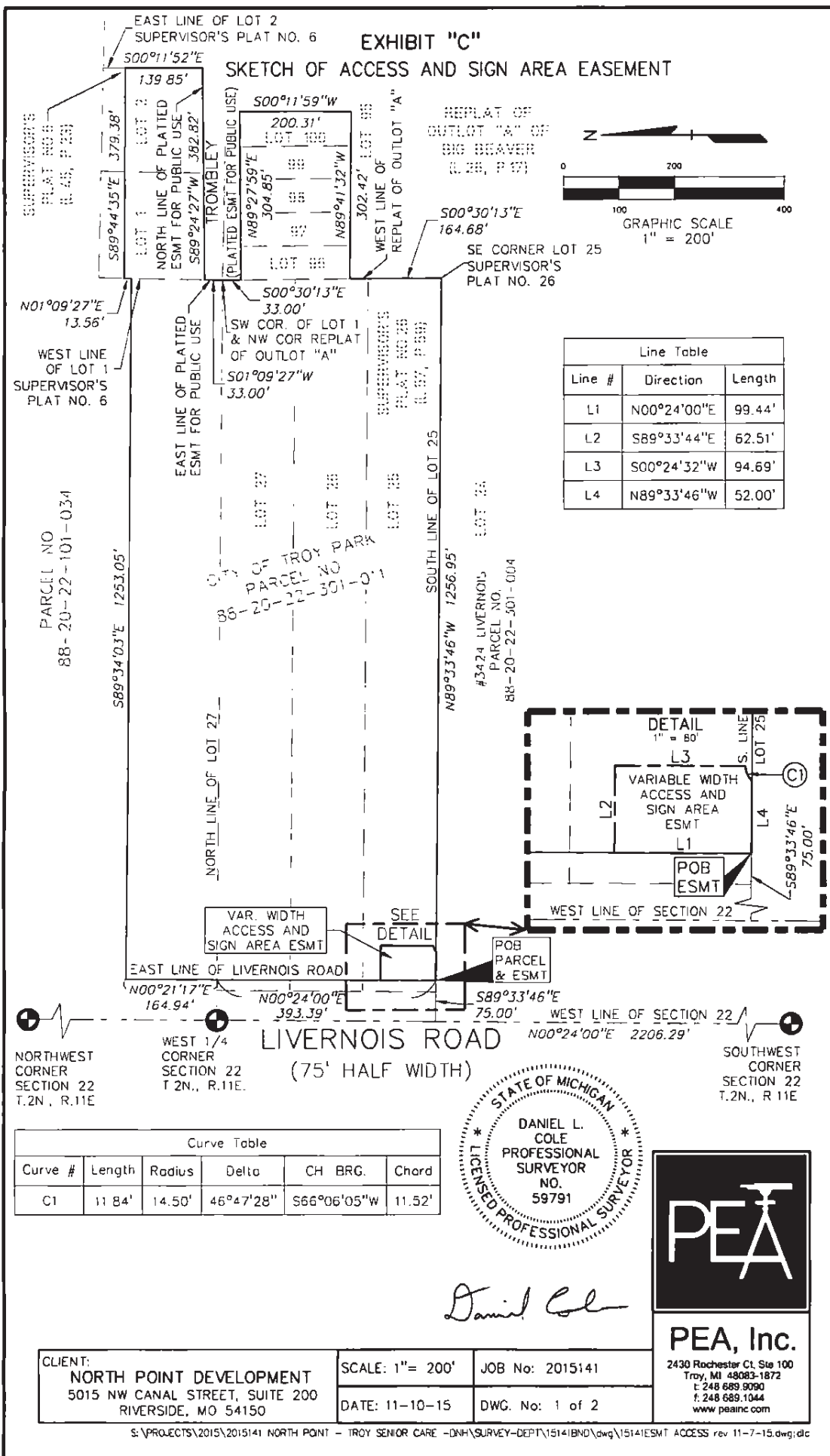


EXHIBIT "C"  
LEGAL DESCRIPTIONS

Legal Description – Parcel:

(Per Certificate of Survey prepared by George J. Ballard III, PS #41090, dated 9/28/15)

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A" of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence N00°24'00"E, along the West line of said Section 22, 2206.29 feet and S89°33'46"E 75.00 feet to the POINT OF BEGINNING being on the East line of Livernois Road and the South line of said Lot 25; thence N00°24'00"E, along said East line, 393.39 feet to the North line of said Lot 27; thence continuing along said East line, N00°21'17"E 164.94 feet; thence S89°34'03"E 1253.05 feet to the West line of said Lot 1 of said "Supervisors Plat No. 6"; thence N01°09'27"E (recorded as N01°35'00"E), along said West line, 13.56 feet; thence S89°44'35"E, 376.38 feet (measured 379.38 feet) to the East line of Lot 2 of said "Supervisors Plat No. 6"; thence S00°11'52"E, along said East line, 139.85 feet to the North line of a platted easement for public use; thence S89°24'27"W, along said North line of easement, 382.82 feet to the West line of said Lot 1; thence S01°09'27"W (recorded as S01°35'00"W), along said West line, 33.00 feet to the Southwest corner of said Lot 1 and the Northwest corner of said "Replat of Outlot "A" of Big Beaver"; thence S00°30'13"E (recorded as S00°15'00"W), along the West line of said "Replat of Outlot "A" of Big Beaver", 33.00 feet to the Northwest corner of said Lot 96; thence N89°27'59"E (recorded as S89°20'00"E, 304.90 feet), along the North line of said Lots 96 through 100, inclusive, 304.85 feet to the Northeast corner of Lot 100; thence S00°11'59"W, 200.31 feet (recorded as 199.60 feet) to the Southeast corner of Lot 100; thence N89°41'32"W, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the Southwest corner of said Lot 96 and the East line of said "Supervisor's Plat No. 26"; thence S00°30'13"E (recorded as S00°30'00"E), along the said East line, 164.68 feet to the Southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence N89°33'46"W, along the South line of said Lot 25, 1256.95 feet to the East line of Livernois Road and the POINT OF BEGINNING. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-301-011

Legal Description – Variable Width Access and Sign Area Easement:

(Per PEA, Inc.)

A variable width access and sign area easement over the above described parcel, being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the Southwest Corner of said Section 22;

thence along the West line of said Section 22, N00°24'00"E, 2206.29 feet;

thence S89°33'46"E 75.00 feet to the intersection of the East line of Livernois Road and the South line of Lot 25 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records and the POINT OF BEGINNING;

thence along said easement the following five (5) courses:

- 1) along said East line, (L1) N00°24'00"E, 99.44 feet;
- 2) (L2) S89°33'44"E, 62.51 feet;
- 3) (L3) S00°24'32"W, 94.69 feet;
- 4) (C1) 11.84 feet along the arc of a non-tangent curve to the left, having a radius of 14.50 feet, a central angle of 46°47'28", and a chord bearing S66°06'05"W, 11.52 feet to the aforementioned South line of Lot 25 and;
- 5) along said South line, (L4) N89°33'46"W, 52.00 feet to the aforementioned East line of Livernois Road and the POINT OF BEGINNING.

Containing ±6.181 square feet of land.



**PEA, Inc.**

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t 248 689 9090  
f 248 689 1044  
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: -	JOB No: 2015141
	DATE: 11-10-15	DWG. No: 2 of 2

**EXHIBIT "D"**

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS  
RELATING TO THIS ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY  
EASEMENT ARE NOT ATTACHED TO THIS EASEMENT, BUT ARE  
INCORPORATED HEREIN BY THIS REFERENCE  
AS THOUGH FULLY SET FORTH HEREIN**

**Exhibit B**

**Development Agreement**

See attached.



**STONECREST SENIOR LIVING AND MEMORY CARE RESIDENCES  
AND JOINTLY DEVELOPED CITY PARK DEVELOPMENT**

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF TROY

81094

LIBER 49299 PAGE 1

\$373.00 MISC RECORDING

\$4.00 REMONUMENTATION

04/26/2016 01:58:20 P.M. RECEIPT# 45053

PAID RECORDED - OAKLAND COUNTY

LISA BROWN, CLERK/REGISTER OF DEEDS

**DEVELOPMENT AGREEMENT FOR  
STONECREST SENIOR LIVING AND MEMORY CARE RESIDENCES  
AND JOINTLY DEVELOPED CITY PARK  
PLANNED UNIT DEVELOPMENT**

This Development Agreement ("Agreement") dated November 23, 2015, is entered into by and between NP TROY, LLC, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Developer") and the CITY OF TROY, a Michigan municipal corporation having its principal offices at 500 West Big Beaver Road, Troy, Michigan 48084 ("City").

**Recitals**

A. Developer is the Purchaser of certain real property located in the City of Troy, Oakland County, Michigan containing approximately 9.59 acres, located on the east side of Livernois Road, between Big Beaver Road and Wattles Road, across from Town Center Drive, which real property is more particularly described and depicted in **Exhibit B** hereto (the "Developer Property").

B. The Developer Property is located immediately to the south of property owned by the City consisting of approximately 18.73 acres on which the City intends to develop a City Park, jointly with Developer, which real property owned by the City is more particularly described and depicted in **Exhibit A** hereto (the "City Park Property").

C. The Developer filed an Application for concurrent approval of a Concept Development Plan and a Preliminary Development Plan for a new PUD in order to develop assisted living residences with a memory care component consisting of residential related uses on approximately the westerly +/- 3.651 acres of the Developer Property (hereinafter the "Assisted Living and Memory Care Residences"), which real property is more particularly described and depicted on the attached **Exhibit C** which shows the full Developer Property of +/- 9.421 acres, less the Conservation Area of +/- 5.77 acres. The remaining +/- 5.77 acre portion of the Developer Property legally described and depicted on **Exhibit C** is to be retained as an undeveloped natural site in perpetuity by means of a conservation easement which limits

OK - LG

122P  
A

and restricts the easterly +/- 5.77 acre portion of the Developer Property as undeveloped land (the "Undeveloped and Naturally Preserved Site Area"). It is intended that the terms of the conservation easement will be negotiated by the parties and, when fully signed by the Parties, will be attached as a separate Exhibit to this Agreement. The Assisted Living and Memory Care Residences and the Undeveloped and Naturally Preserved Area, together with the jointly developed City Park as described in this Agreement as to Developer's obligations and agreement relating to the City Park are collectively referred to as the "Project" or the "Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park PUD".

D. As part of the Jointly Developed City Park portion of this PUD, it is intended that the Developer and the City will mutually enter into a series of easements and/or easement maintenance agreements in perpetuity located on specifically designated portions of Developer's Property and the City Park Property, which will provide for several different specified uses by the Parties and development of portions of the City Park Property at the expense and cost of Developer as more fully set forth in this Paragraph D and detailed further in this Agreement and in other specific Exhibits to be attached to this Agreement, and located on the City Park Property.

(1) There will be an Entrance Drive and Cross-Access Driveway Easement Agreement from Livernois Road extending to the Developer Property north property line and also located on the City Park Property starting from the east edge of Livernois Road and extending further onto the City Park Property and to the Developer Property to the south. The form and substance of such "Entrance Drive and Cross-Access Easement" is hereby approved and attached hereto without the legal descriptions, surveys or other exhibits, and the fully executed Entrance Drive and Cross-Access Easement with legal descriptions, surveys and other exhibits will be submitted before final site plan approval and held by the City for recording after final engineering is approved by the City. The Developer will pay all costs and expenses of constructing of this Entrance Drive and Cross-Access Easement and the cost of landscaping the area to high quality standards as more fully set forth in Preliminary Landscape Plan dated September 2, 2015, attached as **Exhibit C-1.0** hereto.

(2) In addition, Developer will construct, at its sole cost and expense, an access parking lot area and related improvements located on the City Park Property and mutually serving both the Developer Property and the City Park Property, which is primarily intended for use as part of the City Park, but Developer will have the right to mutually use that parking area in perpetuity as incidental overflow parking to the Developer Property. The form and substance of the Easement for Parking Lot and for Joint Parking Facilities is hereby approved and attached hereto without the legal descriptions, surveys or other exhibits and the fully executed Easement for Parking Lot and for Joint Parking Facilities with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City. All parking, stormwater retention/detention and disposal, and landscaping relating to the parking area on City Park Property will be installed by Developer, at its cost, as approved by the City requirements in accordance with the Preliminary Development Plan attached as Exhibit D.

(3) As part of the development of the City Park on City Park Property and the development of the Developer Property for its approved uses, there will be need for a stormwater retention/detention pond and water feature to be mutually used by the parties in perpetuity and located on the City Park Property, which stormwater retention/detention pond and water feature will serve both the City Park Property and Developer Property. The form and substance of the Easement for Water Detention/Retention and for Joint Detention/Retention Facilities on the City Park Property is hereby approved and attached hereto without the legal descriptions, surveys or other exhibits and the fully executed Easement for Water Detention/Retention and for Joint Detention/Retention Facilities with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City. Developer will pay all costs of installing that retention/detention pond and water feature and will be responsible to remove the soil required to install the retention/detention pond and water feature either to the Developer Property as additional fill on Developer Property or by removal from and/or relocation upon the Developer Property and/or City Park Property as agreed to in writing with the City. The Easement for Water Detention/Retention and or Joint Detention/Retention Facilities will be constructed to City specifications and will contain landscaping and other amenities to make it an attractive water feature on City Park Property with a fountain and electrical service provided by Developer as approved by the City requirements in substantial accordance with the Preliminary Development Plan attached hereto as **Exhibit D**.

(4) The City hereby grants to Developer, its agents, employees, contractors and suppliers, a clear and adequate Temporary Grading, Slope, Land Balancing, Excavation, Soil Removal, Construction, Landscaping and Installation Easement approved in form and substance and attached hereto providing access and temporary use of the City Park Property to install, repair and maintain the Developer improvements to the City Park Property as required by this Agreement and as approved by the City requirements in substantial accordance with the Preliminary Development Plan attached hereto as **Exhibit D**.

(5) As part of this Agreement, the City hereby approves in form and substance a Monument Sign Easement Agreement to be located on the City Park Property attached hereto without the legal descriptions, surveys or other exhibits and the fully executed Monument Sign Easement Agreement with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City. Developer may install and maintain, at Developer's cost, a sign identifying Developer's name, address, location and access to its senior living and memory care residences on the Developer Property as approved by the City requirements in substantial accordance with the Preliminary Development Plan attached hereto as **Exhibit D**.

(6) As part of this Agreement, the City hereby approves in form and substance a Reciprocal Easement Maintenance Agreement (hereafter "REMA") attached hereto without the legal descriptions, surveys or other exhibits and the fully executed REMA with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City.

(7) There will be additional ideas, plans and improvements to the City Park Property which the City desires to include as part of its overall development of the City Park

Property as it evolves. The City has not yet finalized its detailed plans for pathways, overall landscaping, bathroom facilities, fencing and other City Park Property amenities. Because Developer is satisfied that it is in its best interests as part of the Jointly Developed City Park under this PUD Agreement to have a City Park which is attractive and desirable to the City, its citizens and users, and the Developer and its residents, Developer has committed to provide to the City, in advance, upon completion of the Developer's specified obligations on the City Park Property as set forth in this Agreement, an additional fund of Fifty Thousand (\$50,000.00) Dollars which the City may use in its discretion for the further completion of amenities of its choice in the City Park at the City's cost. These funds will be provided by Developer upon acceptance by the City of the improvements which Developer is obligated to provide on the City Park Property as set forth in this Agreement.

E. The Developer has agreed to undertake, at Developer's cost, the construction of various public roads, entrance drive, cross-access drive, sidewalks, detention/retention pond, and public and private utility improvements necessary for the Project. Developer agrees to construct the Project in one phase which is set forth on the Preliminary Site Plan dated September 2, 2015, attached hereto as **Exhibit E** attached hereto (the "Preliminary Site Plan"). The City Council of the City has issued Concept Development Plan and Preliminary Development Plan approval for the rezoning of the Developer Property in accordance with this PUD as required by the City's Zoning Ordinance.

F. In connection with the grant of rezoning of the Developer Property to PUD, Chapter 39, Section 11.06 E. of the City's Zoning Ordinance requires the execution of a Planned Unit Development Agreement which incorporates the Concept Development Plan and Preliminary Development Plan, which are attached to this Agreement and include a summary description of the nature and character of the proposed Development; a statement of the conditions upon which the Concept Development Plan Approval and Preliminary Development Plan Approval by the City Council is based; a summary of public improvements and financial guarantees to complete those improvements; and other documents enumerated as PUD Documents, and which require Concept Development Plan Approval by City Council as part of the grant of rezoning of the Developer Property to PUD. However, Developer submitted a Concept Development Plan and Preliminary Development Plan pursuant to Chapter 39, Section 11.07 which was recommended for approval by the Planning Commission on September 22, 2015. As part of PUD plan approval, Developer has offered and agreed to make the improvements and to proceed with the undertakings described in the PUD Documents which Developer and the City agree were necessary and roughly proportional to the burden imposed in order to (i) ensure that the public services and facilities affected by the Project will be capable of accommodating increased services and facility loads caused by the Project, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Developer Property and City Park Property in an economically desirable manner and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, *et. seq.* and Chapter 39, Article 11 of the City of Troy Zoning Ordinance.

G. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Developer Property and the City Park Property, once City Council has granted rezoning to Stonecrest Senior Living

and Memory Care Residences and Jointly Developed City Park Planned Unit Development, and approved this Agreement and the Concept Development Plan and the Preliminary Development Plan, including preliminary site plan, preliminary landscape plan, preliminary grading plan, tree list, tree preservation plan, topographic survey, site photometer plan, innovations lighting solutions, the temporary construction easement, the various perpetual easements and reciprocal easement maintenance agreement ("REMA"), the floor plans room details and elevation plan for the Stonecrest Senior Living and Memory Care Residences, and the other PUD Documents referenced herein and attached hereto. This Agreement is effective on the date the City's Zoning Ordinance is amended to grant rezoning of the Developer Property to PUD (the "Effective Date") and to be binding upon the City, the Developer, and their successors and assigns.

**NOW, THEREFORE**, as an integral part of the grant of the rezoning of the Developer Property to Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE I**

### **GENERAL TERMS**

1.1 This Agreement, incorporates all PUD Documents, and shall run with the land, both as to Developer's Property and pursuant to the perpetual easements and agreements on Developer's Property and/or City Park Property. Reference in this Agreement or any PUD Documents to "Developer" shall include Developer's respective successors and assigns. It is the intent of the City and Developer to put all future owners of the Developer Property and/or the City Park Property or parties in interest on notice of the rights, obligations, restrictions, and perpetual easements and agreements contained herein by recording this Agreement and its attached Exhibits with the Oakland County Register of Deeds. The terms and conditions of this Agreement shall be considered "Deed Restrictions" for any successors or assigns of the Developer Property, and shall be incorporated by reference in any other restrictions created in connection with the development and/or use of the Developer Property, the 5+ acres of Developer Undeveloped Property and/or City Park Property.

1.2 The Developer Property shall be developed and improved only in accordance with the following, which shall be referred to herein as the "PUD Documents". Additional "PUD Documents City Park Property", which are a part of the Jointly Developed City Park are also referenced herein and made a part of this Agreement:

- A. Chapter 39, Article 11 of the City's Zoning Ordinance, and amendments, if any.
- B. The Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development Concept Development Plan/Preliminary Development Plan Application, submitted by Developer to the City Planning Department on September 2, 2015. Information included in the

Concept Development Plan/Preliminary Development Plan Application, or subsequently submitted to the City by Developer, its architects, professional engineers or landscaping consults, including but not necessarily limited to, the following:

<u>General Description of Document</u>	<u>Date of Document</u>	<u>Drafter or Preparer</u>
C-0.0 Cover Sheet	9/2/15	PEA Inc.
C-1.0 Topographic Survey	9/2/15	PEA Inc.
C-1.1 Tree List	9/2/15	PEA Inc.
C-1.2 Tree Preservation Plan	9/2/15	PEA Inc.
C-2.0 Preliminary Site Plan	9/2/15	PEA Inc.
C-3.0 Preliminary Grading Plan	9/2/15	PEA Inc.
L-1.0 Preliminary Landscape Plan	9/2/15	PEA Inc.
_____ Site Photometric Plan	9/15/15	Innovative Lighting Solutions
SK1 First Floor Plan	9/1/15	pi architects
SK2 First Floor Plan – West Half	9/1/15	pi architects
Sk3 First Floor Plan – Middle Section	9/1/15	pi architects
Sk4 First Floor Plan – East Half	9/1/15	pi architects
Sk5 First Floor Plan – Second Floor Plan	9/1/15	pi architects
Sk6 Room Details	9/1/15	pi architects
Sk7 Elevation Plan	9/1/15	pi architects
Sk9 Section @ Left Wing	9/1/15	pi architects

- C. Signage. all signs shall comply with the requirements for multiple residential uses in Chapter 85-Signs of the Troy Code of Ordinances. Such signs may be lighted and shall be designed to attract and inform pedestrians and vehicles of the Project location, address and use. No such projecting sign shall exceed 32 square feet per sign. The location of all

ground signs shall be subject to review and approval by the City Building Official.

- D. Any and all conditions of the approval of the City Council pertaining to the Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development Concept Development/Preliminary Development Plan as specifically reflected in the resolution of the official minutes of the meeting at which such approval is granted.
- E. An Affidavit of Property Ownership to be recorded by Developer with the Oakland County Register of Deeds prior to commencement of construction and prior to the lease, rental or occupancy by tenants of any portion of the Project, containing the legal description of the entire Developer Property, specifying the date of Concept Development/Preliminary Development Plan approval and rezoning of the Planned Unit Development by the City Council, and declaring that all future development of the Developer Property and by Developer on the City Park Property has been authorized, restricted and required to be carried out in accordance with this Agreement and the Ordinance amendment granting rezoning to Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development.
- F. Developer shall have the right hereunder to modify the interior floor plans for the Senior Living and Memory Care Residences on the Developer Property without the consent (but subject to compliance with all other applicable City ordinances), so long as the exterior elevations for the improvements in the Senior Living and Memory Care Residences do not significantly change. Any significant changes to the building elevation on the Developer Property (as determined by the City Zoning Administrator) may be reviewed and approved by the City Planning Commission following procedures set forth in the Troy Zoning Ordinance for an amendment to a Site Plan.
- G. Trash pickup on the Developer Property may not occur between the hours of 10 p.m. and 8 a.m.
- H. The City of Troy Planning Department may administratively approve improvements to the City Park Property including, but not limited to, restrooms, trails, fencing, sidewalks, parking lots, and play equipment, whether erected by Developer or the City.

1.3 Troy City Council Resolution # 2015-11-148 and this Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development shall be considered an amendment to the Zoning Ordinance and the Zoning Map, reclassifying the zoning of the Developer Property, which was not previously rezoned to PUD and constitutes the land use authorization for the Developer Property, and all use and improvement of the Developer

Property or by the Developer on the City Park Property shall be in substantial conformity with such Ordinance and the PUD Documents referenced herein and as set out in Chapter 39 of the Troy Zoning Ordinance.

## ARTICLE II

### **DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS**

2.1 The Final Development Plan application submitted per the requirements of Section 11.08 of Chapter 39, Article 11 of the City's Zoning Ordinance, shall meet and conform to the criteria of the Concept Development Preliminary Development Plan and the Preliminary Development Plan as approved by the City.

2.2 Developer shall have the right to develop the Developer Property and make improvements or modifications to the City Park Property in accordance with the PUD Documents as per Chapter 39, Article 11 of the City's Zoning Ordinance. Any changes to the Project shall be approved in accordance with the PUD Documents and the City's Zoning Ordinance in effect at the time of the proposed changes.

2.3 The Project shall be developed in one phase.

2.4 List of Conditions Offered in Exchange for PUD Consideration. As part of the PUD approval and as conditions of said approval and to satisfy the PUD zoning standards, Developer's obligations shall include the following, plus any other requirements set forth in documents or Exhibits attached hereto and made a part hereof, which are designated as the obligations of Developer:

The conditions described on the Site Plan for the Developer Property and the City Park Property include, in summary only:

- (a) Construction of a shared use parking lot with landscaped islands, water features, parking lot lights;
- (b) construction of a stormwater detention/retention pond with water feature, fountain, electrical connections and landscaping;
- (c) sidewalk and landscaping along the east side of Livernois Road on the City Park Property; and
- (d) plaza and trailhead and a \$50,000 contribution to the City for optional future City Park development and enhancement by the City.



2.5 Developer and the City have, in connection with the Entrance Drive and Cross-Access Driveway Easement Agreement located on the City Park Property, the Easement for Parking Lot and for Joint Parking Facilities located on the City Park Property and the Easement for Water Detention/Retention and for Joint Detention/Retention Facilities located on the City Park Property, entered into a Reciprocal Easement and Maintenance Agreement ("REMA") regarding the upkeep, care and maintenance of the improvements located on the City Park Property which will establish the obligations of the owners and/or occupants or users of the improvements within the City Park Property to maintain the landscaping and improvements, snowplowing, sweeping of drives, sidewalks and parking lot, and other Joint Parking Facilities within and upon the City Park area within the perpetual easement areas to the extent included in and as more particularly set forth in the Reciprocal Easement and Maintenance Agreement ("REMA").

2.6 Developer, or any successor owner of the Developer Property, shall maintain the landscaping and related improvements located within or upon the Developer Property in a neat and orderly appearance, substantially free from refuse and debris and, shall promptly replace any dead or dying plants and shrubs. If the weather does not allow for immediate removal and replacement, then it shall be done as soon as possible, but in no event shall it be longer than the end of the current planting season.

2.7 Developer shall comply with the City Code and Ordinances, make any necessary application for permits and obtain any necessary permits for the use of temporary sales trailers and/or rental, occupancy, and advertising signs.

### ARTICLE III

#### PUBLIC IMPROVEMENTS

3.1 Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems, including any required fire hydrants on the Developer Property. Such improvements shall be designed and constructed in accordance with the Final Development Plan, approved engineering construction plans and all applicable City, County and State standards, codes, regulations, ordinances and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions and easements to reach the area to be served, shall be provided by and at the sole expense of the Developer and shall be completed, approved and dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed and existing facilities, structures and uses on the Developer Property and as part of the Developer Property. All water and sanitary system improvements required shall be completed before construction of the buildings to be erected on the Developer Property within said Development and shall be completed, approved and dedicated to and accepted by the City, if required, to the extent necessary to fully service all proposed and existing facilities, structures and uses, within the Developer Property to be served thereby, prior to issuance of any building permits. The water and sanitary sewer improvements within the Project must be completed such that upon completion and any dedication of such improvements, be fully sufficient to provide the required capacity for water and sewer services to

such buildings to be erected on the Developer Property according to the applicable laws, ordinances, codes, regulations and standards at the time of construction of buildings to be erected on the Developer Property. With respect to the Project, the Developer shall post security in the form of cash or check or certificate of deposit, irrevocable letter of credit (issued by an institution doing business in Oakland County) or a performance bond (the "Security"), as specified in a separate agreement approved by the City. The Security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction of the water and sanitary sewer systems plus 10% refundable cash deposit. The Agreement shall also authorize the City, at its option, to complete these improvements as required by the City Engineer, if Developer fails to complete the water and sanitary sewer improvements in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, building permits for the buildings to be erected on the Developer Property within the Project to be served by the water and sanitary sewer improvements in question shall be issued upon the posting of such Security and execution of such Agreement, which shall be approved by the City Attorney in the exercise of reasonable discretion. The water and sanitary sewer improvements shall be completed and approved prior to issuance of any certificates of occupancy for the last building to be erected on the Developer Property within the Project. At the Developer's request, but not more frequently than once a month, the Security may be reduced by the same percentage as the percentage of completion of the water and sanitary sewer improvements as determined by the City's engineer in the exercise of reasonable discretion. The balance of any Security shall be returned to Developer within thirty (30) days following the determination of the City that the water and sanitary sewer improvements have been completed per the approved engineering plans. A minimum of ten (10) percent of the Security shall be maintained by the City until such time as final approval has been issued for all improvements required for the Project on the Developer Property.

3.2 Storm Water Drainage. The Developer, at its sole expense, shall construct a storm water and retention/detention system on the Developer Property and the City Park Property, which system shall include the improvements provided in this Agreement, and shall be installed in accordance with the PUD Documents, the approved engineering construction plans and all applicable ordinances, laws, codes, standards and regulations. The Developer and the City have or will execute applicable easement agreements or other agreements relating to those improvements installed on the City Park Property. All drainage improvements necessary for the Project shall be completed and approved prior to issuance of a Final Certificate of Occupancy for any residence structure on the Developer Property. During the development of the Project, the Developer shall be obligated to maintain any then existing storm drainage and retention/detention system and facilities in a fully operational condition. Upon completion of the storm drainage and retention/detention system, the Developer may assign its responsibility with respect to such maintenance in accordance with the REMA. In such case, the obligation for maintenance shall be that of the party obligated under the REMA. For the construction of such storm water and retention/detention system, Developer shall post security in the form of cash or check or certificate of deposit, irrevocable letter of credit (issued by an institution doing business in Oakland County) or a performance bond (the "Security"), as specified in a separate agreement approved by the City. The Security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction of the storm

drainage system plus 10% refundable cash deposit. The Agreement shall also authorize the City, at its option, to complete the drainage improvements as required by the City Engineer, if Developer fails to complete the drainage improvements in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, building permits for the development of the Developer Property by Developer to be served by the drainage improvements in question will be issued upon the posting of such Security and execution of such Agreement, which shall be approved by the City in the exercise of reasonable discretion. The drainage improvements shall be completed and approved prior to issuance of any certificates of occupancy within the Development of the Developer Property. At the Developer's request, but not more frequently than once a month, the Security may be reduced by the same percentage as the percentage of completion of the drainage improvements as determined by the City's engineer in the exercise of reasonable discretion. The balance of any Security shall be returned to Developer within thirty (30) days following the determination of the City that the drainage improvements have been completed per the approved engineering plans. A minimum of ten (10) percent of the security shall be maintained by the City until such time as final approval has been issued for all improvements required by Developer serving the City Park Property.

3.3 Sidewalks, Drives, Entryways and Parking Lots. All entryways, drives, sidewalks, and parking lots (the "paving improvements") on the Developer Property or the City Park Property to be constructed by Developer shall be designed, situated and constructed in accordance with the Final Site Plan, engineering plans, all requirements and applicable ordinances of the City, the PUD Documents and the approved engineering construction plans. All internal drives, entryways, sidewalks, and parking lots on the Developer Property will be private except as otherwise set forth herein. The drives, entry ways, sidewalks, parking lots and pathways installed by Developer or the City on City Park Property will be public property subject to restrictions established by the City, but subject to the retained rights of Developer under the terms of this Agreement, the applicable perpetual easements referenced in and attached as exhibits to this Agreement, and/or the REMA. The Developer, its successors and assigns, shall provide for emergency access for public entities and their personnel on the Developer Property. The Developer shall post security in the form of cash or check or certificate of deposit or irrevocable letter of credit (issued by an institution doing business in Oakland County) or a performance bond (the "Security"), as specified in a separate agreement approved by the City. The Security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus 10% refundable cash deposit. The Agreement shall also authorize the City, at its option, to complete the sidewalks, drives, entryways, landscaping, and parking lots required by Developer on the City Park Property as required by the City Engineer, if Developer fails to complete the sidewalks, drives, entryways and parking lots in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, building permits for the applicable phase of the Project to be served by the sidewalks, drives, entryways, and parking lots in question will be issued upon the posting of such Security and execution of this Agreement. The sidewalks, drives, entryways, and parking lots on the Developer Property and the City Park Property, as provided for herein, shall be completed and approved prior to issuance of any certificates of occupancy for the last building on the Developer Property.

3.4 Prior to the issuance of the first certificate of occupancy on the Developer Property, parking spaces shall be provided necessary to serve the development of the Developer Property, and shall consist of, at a minimum, striping on a base course of asphalt, as determined by the City Engineer for all entranceways and internal drive areas to provide for access for construction traffic, City personnel, emergency and firefighting equipment to the Developer Property. Further, the Developer agrees to complete to the City's approval the paving of all areas referenced in this Section (including topcoat, parking lot striping, and permanent traffic control signing required on Developer Property) prior to the issuance of the certificate of occupancy for the Project.

3.5 Developer, its successors and assigns, shall be responsible for upkeep, maintenance and repair of the drives, entranceways, sidewalks, and parking lots during the period of construction, and shall also keep streets abutting the Project free from debris and repair any damage to the streets abutting the Project (subject to City of Troy requirements) caused by construction activities on or for the Developer Property or the Project and use of abutting streets for construction purposes. If the Developer fails to maintain and repair the streets, boulevards, drives, entranceways, parking lots and abutting streets, as required by this Section, subject to normal construction requirements and construction traffic, the City may issue stop work orders and/or withhold issuance of further approvals, permits and occupancy certificates for development of the Project until such failure is cured in addition to any enforcement authorization or remedy provided herein, or any other agreement. At all times during and after completion of construction, Developer, its successor and assigns, shall cause all drives, entranceways and parking lots located on the Developer Property to be maintained, repaired and kept in an unimpeded, unobstructed, safe and passable condition to allow for the free flow and circulation of traffic throughout the Project, except for temporary closures or obstruction due to construction, repairs or snow. The responsibility and obligation for such ongoing maintenance and repair on the Developer Property shall be that of the Developer, its successors and assigns.

3.6 Developer shall have the right, subject to required City approvals, to assign its maintenance and repair obligations under this Agreement to any successor owner of the Developer Property. Upon the assignment to and assumption by the successor owner of Developer's maintenance and repair obligations, Developer shall have no further obligations or liability with respect thereto.

3.7 For purposes of maintenance obligations set forth in this Paragraph, the term "maintenance," "maintain" and "maintained" shall mean and include regular inspections.

**ARTICLE IV**

**THE CITY'S RIGHTS AND OBLIGATIONS**

4.1 The City, in each instance, shall endeavor to provide by written thirty (30) days notice to Developer documentation of any and all deficiencies and shall provide Developer with an adequate time period in which to cure any deficiencies under this Agreement, which shall be enough time for Developer, its successors, or assigns, to cure the deficiency, taking into consideration applicable weather and related conditions.

If, following the expiration of the period set forth to cure any deficiencies, such deficiencies have not been cured, the City shall there upon have the power and authority, but not the obligation, to take any of the following actions, in addition to any actions authorized under City ordinance and/or State law:

- (a) Demand that the non-performance, deficiency or obligation be fulfilled, performed or completed before Developer assigns its obligations to another owner of the Developer Property and set a specific date to complete the performance, fulfill the obligation or correct the deficiency. If Developer has not completed the performance, fulfilled the obligation or corrected the deficiency by the date specified, the Developer shall not assign its obligations to a subsequent owner of the Developer Property, and the City may proceed under paragraph 4.1(b).
- (b) Enter upon the Developer Property, or cause its agents or contractors to enter upon the Developer Property and perform such obligation or take such corrective measures as reasonably found by the City Administration to be appropriate. In addition to any financial assurance given to ensure completion of the improvements, the additional costs and expense of making and financing such action by the City, including without limitation notices by the City, upon written documentation of such additional costs and expenses, and reasonable legal fees incurred by the City, plus an administrative fee in the amount of ten (10%) percent of the total of all such costs and expenses incurred, shall be paid by Developer within thirty (30) days of City's invoicing to Developer.
- (c) The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the PUD Documents.

- (d) The City may issue a stop work order as to any or all aspects of then uncompleted portions of the Project detailing in writing the uncompleted portions of the Project, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Project, regardless of whether the Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Project until such issues have been satisfactorily resolved.

4.2 At any time throughout the period of development and construction of any part of the Project, the City, its contractors, representatives, consultants and agents, shall be permitted and are hereby granted authority to enter upon all or any portion of the Developer Property for the purpose of inspecting and/or completing the respective improvements, and for the purposes of inspecting for compliance with and enforcement of the PUD Documents.

4.3 To the extent the PUD Documents deviate from the City of Troy Development Standards, Zoning Ordinance or other City ordinances, or any amendments thereto, the PUD Documents shall control. All improvements constructed in accordance with the PUD Documents shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the City.

## ARTICLE V

### MAINTENANCE OBLIGATIONS

The Developer, its successors and assigns, shall indemnify and hold harmless the City, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of Developer's specific use or required maintenance of the City Park Property owned by the City but maintained by the Developer, except those claims arising from the negligence or willful misconduct of the City, its agents, employees, licensees or invitees; provided, however, that in no event is the Developer required to indemnify and hold harmless the City from and against any and all claims for injuries and/or damages arising out of the use or maintenance of the City Park Property except as otherwise specifically required under the terms of this Agreement or any REMA Agreement which specifies obligations of Developer or its successors thereunder.

Likewise, the City, its successors and assigns, shall indemnify and hold harmless the Developer, its successors and assigns, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of the City's specific use or required maintenance of the City Park Property owned by the City and required to be maintained by the City, except those claims arising from the negligence or willful misconduct of the Developer, its agents, employees, licensees or invitees; provided, however, that in no event is the City required to indemnify and hold harmless the Developer from and against any and all claims for injuries and/or damages arising out of the use or maintenance of the City Park

Property except as otherwise specifically required under the terms of this Agreement or any REMA Agreement which specifies obligations of the City or its successors thereunder.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

6.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Developer shall have the right to delegate its rights and obligations under this Agreement to a successor owner of the Developer Property as set out in this Agreement. Until the rights and responsibilities under this Agreement are transferred to a third party under this Agreement and/or any REMA Agreement between the parties, Developer and the City shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Developer Property, including mortgagees and others.

6.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

6.3 If there is a conflict between the terms of any of the PUD Documents, such documents shall control in the following order: (1) this Agreement and the attached Exhibits which are made a part hereof; (2) Chapter 39, of the City's Zoning Ordinance, and amendments, if any; (3) Final Development Plan, and (4) the Concept Development/Preliminary Development Plan. Where there is a question with regard to applicable regulations for a particular aspect of the Project, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents which apply, the City in the reasonable exercise of its discretion, shall determine the regulations of the City's Ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents or in violation of applicable Federal or Michigan law; provided that Developer, its successors or assigns, shall have the right to challenge or contest the determination of the City in any court having jurisdiction.

6.4 The terms of the PUD Documents, including this Agreement, have been negotiated by the undersigned parties and such documentation represents the product of the joint efforts and agreement of the Developer and the City. Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the PUD Documents, and shall not be permitted in the future to claim that the effect of these PUD Documents results in an unreasonable limitation upon uses of all or a portion of the Developer Property or City Park Property, or claim that enforcement of any of the PUD Documents causes an inverse condemnation or taking of all or a portion of the Developer Property. Furthermore, it is agreed that the improvements and undertakings set forth in the PUD Documents are necessary and roughly proportional to the burden imposed in order to ensure that services and facilities affected by the Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development will be capable of accommodating increased services and facility loads, traffic and

storm water drainage caused by the development thereof, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Developer Property in a socially and economically desirable manner, and to achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.* It is further agreed and acknowledged hereby that all of such improvements are substantially related to the burdens to be created by the Project contemplated hereby, and all such improvements and the requirements and regulations of the Project under the PUD Documents and Zoning Ordinance, without exception, are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

6.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

6.6 This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

**THIS AGREEMENT** was executed by the respective parties on the date specified with the notarization with their name, and shall take effect on the date of adoption by the Troy City Council of the Zoning Ordinance amendment granting rezoning of the Developer Property to Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development.

*[Signatures Follow]*



IN WITNESS WHEREOF, Developer and the City of Troy have caused this Development Agreement to be executed the day and year first above written.

**"Developer"**

NP TROY, LLC  
a Missouri limited liability company

Dated: November 19, 2015

By: \_\_\_\_\_  
Name: NATHANIEL HAGEDORN  
Its: Manager

STATE OF Missouri )  
COUNTY OF Platte ) SS

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2015, by Nathaniel Hagedorn the Manager of NP Troy, LLC, a Missouri limited liability company, on behalf of the company.



Ann A Erdmann  
Print Name: Ann A Erdmann  
Notary Public  
Platte County, Missouri  
My Commission Expires: April 24, 2018  
Acting in the County of Platte

“City”

CITY OF TROY, a Michigan Municipal Corporation

By: *Dane Slater*  
Name: Dane Slater  
Its: Mayor

Dated: 11-23-2015

By: *Aileen Dickson*  
Name: Aileen Dickson  
Its: City Clerk

Dated: 11-23-2015

STATE OF MICHIGAN    )  
                                  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by Dane Slater, Mayor and Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.

**CHERYLA STEWART**  
Notary Public-State of Michigan  
County of Oakland  
My Commission Expires **May 3, 2019**  
Acting in Oakland County

*Cheryla Stewart*  
Print Name: *Cheryl A. Stewart*  
Notary Public, Oakland County, Michigan  
My Commission Expires: *May 3, 2019*  
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:

Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

WHEN RECORDED RETURN TO:

Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**DEVELOPMENT AGREEMENT FOR STONECREST SENIOR LIVING AND MEMORY CARE RESIDENCES AND JOINTLY DEVELOPED CITY PARK PLANNED UNIT DEVELOPMENT**

**INDEX OF EXHIBITS**

Exhibit A – Certificate of Survey and Legal Description City Park Property

Exhibit B – Certificate of Survey and Legal Description of Developer Property

Exhibit C – Sketch of Conservation Area and Legal Description of Conservation Area Entrance Drive and Cross-Access Easement (Approved Form)

Exhibit C-1.0 – Preliminary Landscape Plan

Easement for Parking Lot and for Joint Parking Facilities (Approved Form)

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Exhibit D – Preliminary Development Plan

Easement for Water Detention/Retention and for Joint Detention/Retention Facilities (Approved Form)

Temporary Grading, Slope, Land Balancing, Excavation, Soil Removal, Construction, Landscaping and Installation Easement (Approved Form)

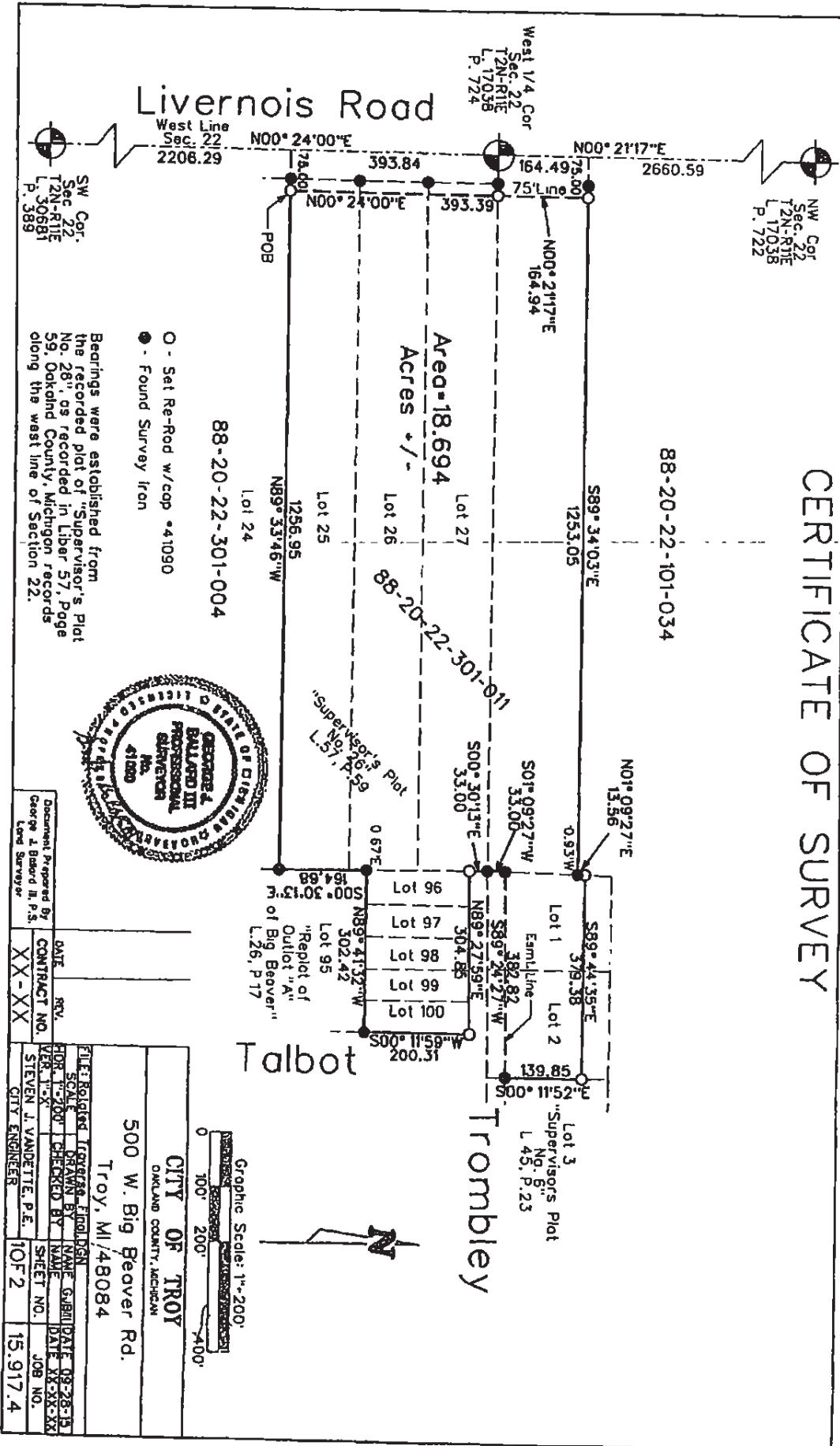
Monument Sign Easement Agreement (Approved Form)

Reciprocal Easement Maintenance Agreement (Approved Form)

Exhibit E – Preliminary Site Plan

**EXHIBIT A**  
**CERTIFICATE OF SURVEY AND LEGAL**  
**DESCRIPTION OF CITY PARK**  
**PROPERTY**

CERTIFICATE OF SURVEY



West Line  
Sec. 22  
2208.29

SW Cor.  
Sec. 22  
T2N-R1E  
L. 30681  
P. 389

NW Cor.  
Sec. 22  
T2N-R1E  
L. 17038  
P. 722

Bearings were established from the recorded plot of "Supervisor's Plot No. 28", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.

88-20-22-301-004

Lot 25  
1256.95

Lot 26  
NB9°33'46"W

Lot 27  
0.87E

Lot 96  
S00°30'13"E

Lot 97  
S02.42

Lot 98  
NB9°41'32"W

Lot 99  
S04.85

Lot 100  
S00°11'52"E

- - Set Re-Rod w/cop •41090
- - Found Survey Iron



Document Prepared By  
George A. Ballard III, P.S.  
Land Surveyor

DATE REC. \_\_\_\_\_  
CONTRACT NO. XX-XX

FILED REGISTERED TOGETHER WITH THIS DRAWING  
SCALE DRAWN BY NAME G. BALLARD III  
FOR "1"=200' CHECKED BY NAME STEVEN J. VANDETTIE, P.E.  
VER. "X" CITY ENGINEER

500 W. Big Beaver Rd.  
Troy, MI/48084  
CITY OF TROY  
OAKLAND COUNTY, MICHIGAN



SHEET NO. 10F2  
JOB NO. 15.917.4

**Description of Parcel:**

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26" as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisor's Plat No. 6", as recorded in Liber 435, Page 23 of Oakland County, Michigan records and Lots 98 through 100, inclusive, of "Replat of Outlot 'A' of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2206.29 feet and South 89 degrees 33 minutes 46 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernois Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet; thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said "Supervisor's Plat No. 6" thence North 01 degrees 09 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.56 feet; thence South 89 degrees 44 minutes 35 seconds East, 376.38 feet to the east line of Lot 2 of said "Supervisor's Plat No. 6"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.85 feet to the north line of a platted easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 09 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot 'A' of Big Beaver", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot 'A' of Big Beaver", 33.00 feet to the northwest corner of said Lot 96; thence North 89 degrees 27 minutes 59 seconds East (recorded as South 89 degrees 20 minutes 00 seconds East, 304.90 feet), along the north line of said Lots 98 through 100, inclusive, 304.85 feet to the northeast corner of Lot 100; thence South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 199.60 feet) to the southeast corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lots 100 through 98, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 98 and the east line of said "Supervisor's Plat No. 26"; thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 164.88 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.95 feet to the east line of Livernois Road and the Point of Beginning. Containing 814.321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

2022-301-011

**Certification:**

I, hereby certify that I have surveyed and mapped the land above platted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

*George J. Ballard III*  
George J. Ballard III, P.S.

*9-28-2015*  
Date

**Witness Ties**

SW Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
S65° E. 50.36'-PK in SW Cor. of Pole Bore  
N88° E. 48.70'-PK in NW Cor. Light Pole Bore  
N65° W. 52.85'-PK in NE Cor. Pole Bore  
S75° W. 52.35'-Nolin SE Cor. Ped. Signal Pole Bore

West 1/4 Cor. Sec 22  
(Remon. Mon. in Mon. Box)  
N63° W. 55.97'-PK/Washer SW-Face PP  
N49° E. 91.36'-PK/Washer NW-Face PP  
S37° W. 107.94'-PK/Washer NW-Face PP  
East, 75.00'-1/2" Re-Rod \*41090

NW Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
N55° E. 76.33'-"X" T/SW Bolt of Pole  
S42° E. 79.73'-Remon. N/T NE-Face PP  
S41° W. 77.67'-Remon. N/T SE-Face PP  
N35° W. 88.62'-Troy N/T SW-Face PP



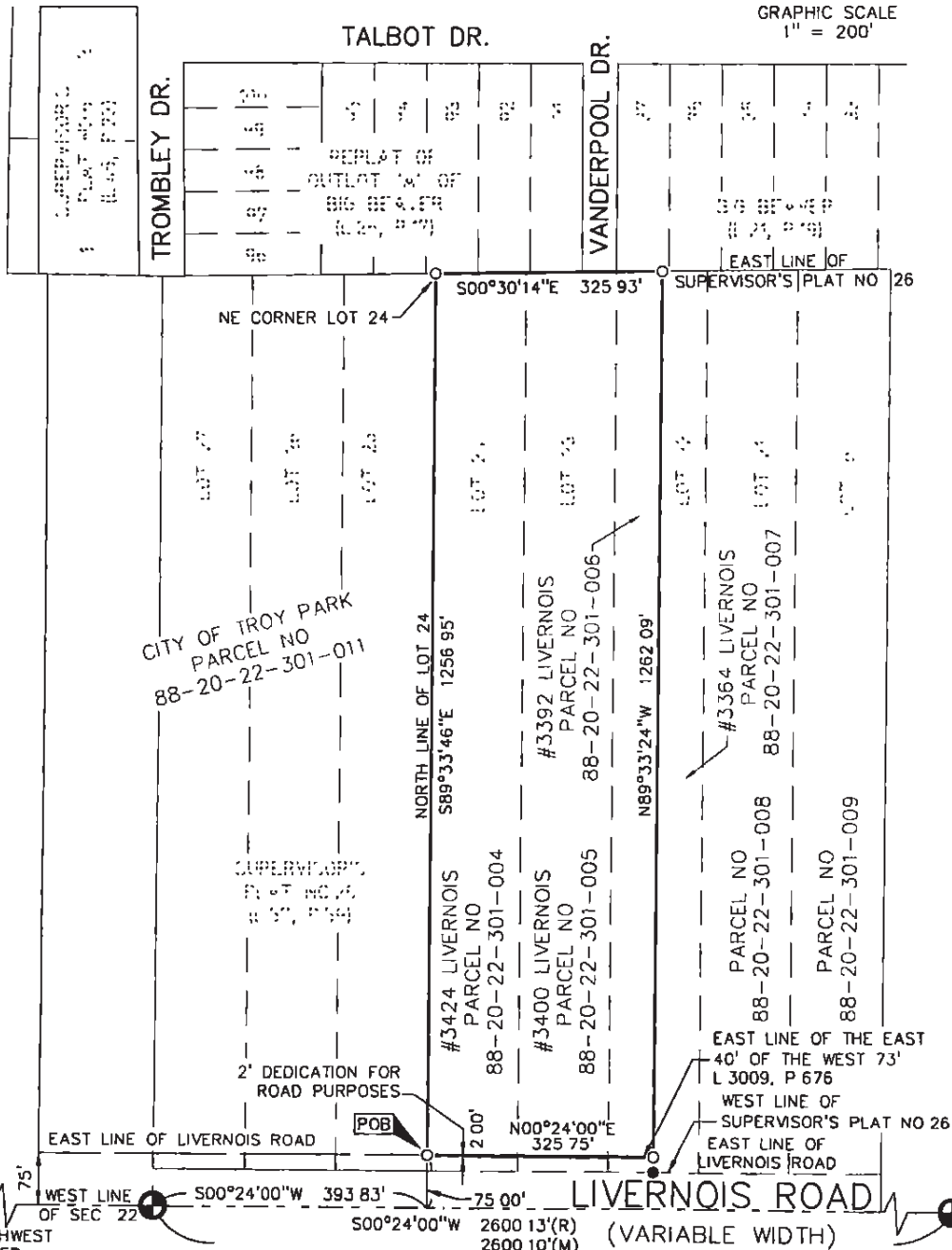
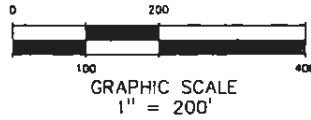
CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
500 W Big Beaver Rd.  
Troy, MI 48084

Document Prepared By George J. Ballard III, P.S. Land Surveyor	DATE N/A	REV N/A	FILED Related Targets, Final DGN	SCALE 1"=200'	DRAWN BY NAME STEVEN J. VANDEITTE, P.E.	CHECKED BY NAME STEVEN J. VANDEITTE, P.E.	SHEET NO. 20F2	DATE 09-28-15	JOB NO. 15.917.4
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**EXHIBIT B**  
**CERTIFICATE OF SURVEY AND LEGAL**  
**DESCRIPTION OF DEVELOPER**  
**PROPERTY**

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EXHIBIT "B"  
CERTIFICATE OF SURVEY



NORTHWEST CORNER SECTION 22 T 2N, R 11E L 17038, P 722  
WEST 1/4 SECTION 22, T 2N, R 11E L 17038, P 724

SOUTHWEST CORNER SECTION 22 T 2N, R 11E L 30681, P 389

**BASIS OF BEARING.**  
WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO 26", AS RECORDED IN LIBER 57, PAGE 59 OAKLAND COUNTY RECORDS



*Daniel Cole*



**PEA, Inc.**  
2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
L 248 689 9090  
F 248 689 1044  
www.peainc.com

CLIENT NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE 1" = 200'	JOB No 2015141
	DATE 3-11-16	DWG No 1 of 2



EXHIBIT "B"  
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION

(Per PEA, Inc)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as

Commencing at the West 1/4 of said Section 22,  
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet,  
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING,

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No 26",  
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet,  
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;  
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING  
Containing ±9.421 acres of land Subject to any easements and restrictions of record

Section Corner Witnesses

Southwest Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

- S65°E 50.36' - PK nail in Southwest face of pole base
- N88°E 48.70' - PK nail in Northwest face of light pole base
- N65°W 52.85' - PK nail in Northeast face of pole base
- S75°W 52.35' - Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

- N63°W 55.97' - PK nail w/ washer in Southwest face of power pole
- N49°E 91.36' - PK nail w/ washer in Northwest face of power pole
- S37°W 107.94' - PK nail w/ washer in Northwest face of power pole
- EAST 75.00' - 1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

- N55°E 76.33' - Chiseled "X" in top of Southwest bolt of pole
- S42°E 79.73' - Nail w/ remon tag in Northeast face of power pole
- S41°W 77.67' - Nail w/ remon tag in Southeast face of power pole
- N35°W 88.62' - Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 pt Lot 22  
20-22-301-005 pt Lot 23  
20-22-301-004 pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described, that are no encroachments except as shown, that the field error of closure is greater than 1 part in 10,000, and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.



3/11/16  
DATE

*Daniel L. Cole*  
Daniel L. Cole, P.S. #59791  
An Agent for PEA, Inc



PEA, Inc.

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
T 248 689.9090  
F 248 689.1044  
www.peainc.com

CLIENT NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE -	JOB No 2015141
	DATE 3-11-16	DWG No 2 of 2

**EXHIBIT C**  
**SKETCH OF CONSERVATION AREA**  
**AND LEGAL DESCRIPTION OF**  
**CONSERVATION AREA**

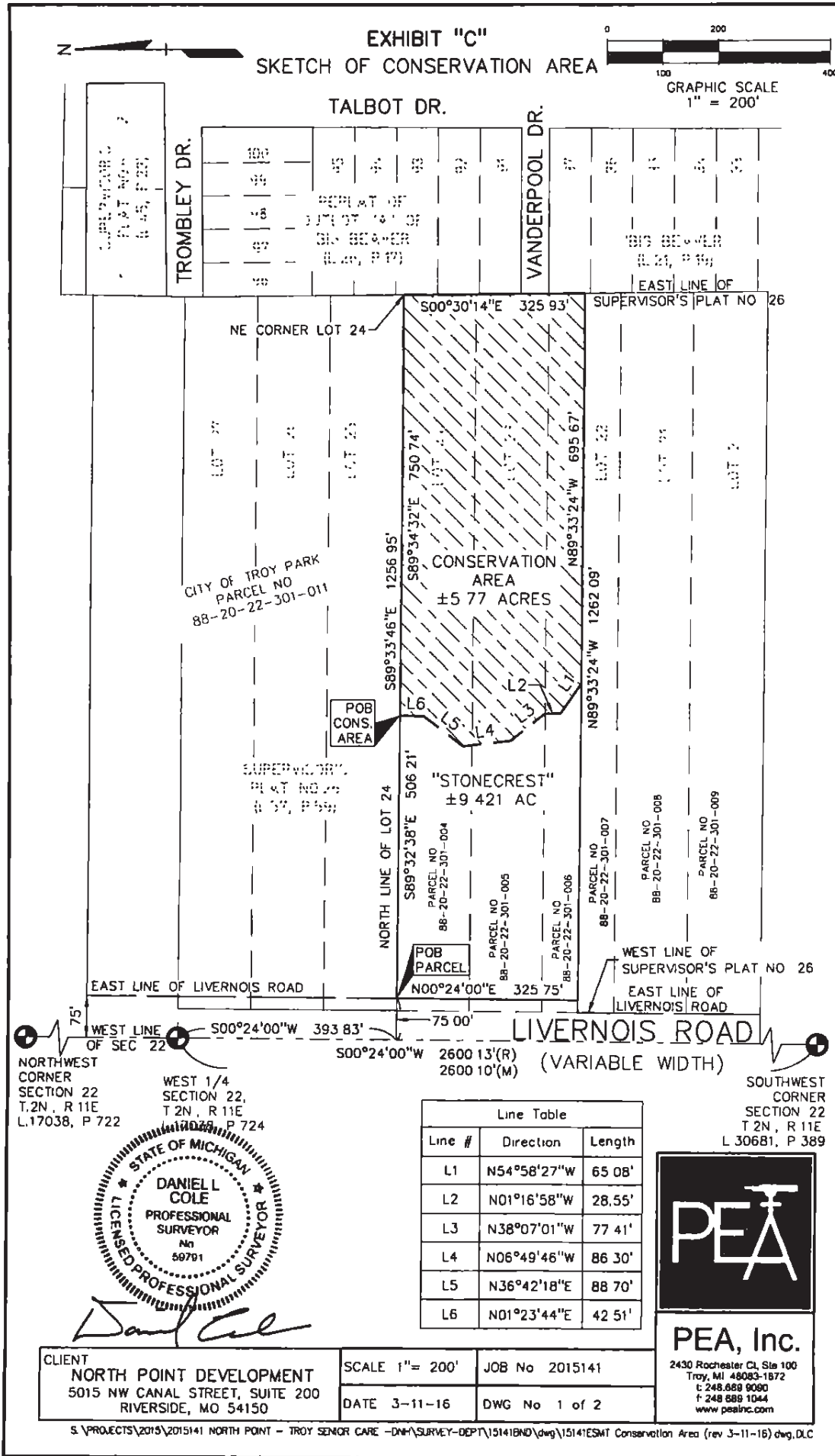


EXHIBIT "C"  
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION - "STONECREST" PARCEL

(Per PEA, Inc)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No 26" as recorded in Liber 57 Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as

Commencing at the West 1/4 of said Section 22,  
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet,  
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING,

thence continuing S89°33'46"E 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No 26",  
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet,  
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road  
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING  
Containing ±9.421 acres of land Subject to any easements and restrictions of record

Legal Description - Conservation Area.

(Per PEA, Inc)

A parcel of land over the above described "Stonecrest" parcel, being part of the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the West 1/4 of said Section 22,  
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet,  
thence S89°33'46"E, 75.00 feet to the East line of Livernois Road (75 foot half width),  
thence continuing S89°33'46"E, 506.21 feet along the North line of said Lot 24 to the POINT OF BEGINNING,

thence along said easement the following nine (9) courses  
1) continuing S89°33'46"E, 750.74 feet to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No 26",  
2) along said East line, S00°30'14"E, 325.93 feet,  
3) N89°33'24"W, 695.67 feet,  
4) (L1) N54°58'27"W, 65.08 feet,  
5) (L2) N01°16'58"W, 28.55 feet,  
6) (L3) N38°07'01"W, 77.41 feet,  
7) (L4) N06°49'46"W 86.30 feet,  
8) (L5) N36°42'18"E, 88.70 feet and,  
9) (L6) N01°23'44"E, 42.51 feet to the aforementioned North line of Lot 24 and the POINT OF BEGINNING  
Containing ±5.77 acres of land

pt  
20-22-301-006-Lot 22  
20-22-301-005-pt lot 23  
20-22-301-004-pt lot 24



PEA, Inc.

2430 Rochester Ct, Ste 100  
Troy MI 48063-1872  
T: 248.689.9090  
F: 248.689.1044  
www.peainc.com

CLIENT NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE -	JOB No 2015141
	DATE 3-11-16	DWG No 2 of 2

**ENTRANCE DRIVE AND CROSS-ACCESS  
DRIVEWAY EASEMENT AGREEMENT**

**THIS EASEMENT FOR ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY** (the "Entrance Drive and Driveway Easement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

**RECITALS:**

**A.** Grantor is the owner of the real property legally described in **Exhibit A** attached hereto ("Grantor Property") and Grantee is the owner of the real property legally described in **Exhibit B** attached hereto ("Grantee Property"), which Grantee Property is adjacent to Grantor Property and both Properties front on Livernois Road.

**B.** Each of Grantor Property and Grantee Property is presently unimproved property but it is currently intended by the Parties that Grantee Property will be developed as a senior living and memory care residence complex with related parking areas, and other improvements. Additional improvements will be constructed and installed on Grantor Property for use of both Grantor Property and Grantee Property.

**C.** As part of a Planned Unit Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, design, plan, participate in and develop certain improvements on the Grantor

Property, including this Entrance Drive and Driveway Easement and other easements to be located on the Grantor Property which is to be developed as a City Park in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee a permanent non-revocable easement across the Grantor Property for the construction by Grantee of an entrance way drive from Livernois Road and, as part thereof, a cross-access driveway extending to parking lots on Grantor Property and further extending to the Grantee Property for use by the Grantee Property, which above described improvements will serve both the Grantor and Grantee Properties, and will be constructed and installed at Grantee's cost for design, engineering and construction of the above-referenced improvements in the areas of Grantor's Property set forth in engineering plans and drawings attached to and made a part of the certain PUD Development Agreement for Stonecrest Senior Living and Memory Residences and Joint City Park Development dated November 23, 2015, to which this Entrance Drive and Cross-Access Driveway Easement is made a part thereof (the "PUD Development Agreement"). The legal description and survey of the Entrance Drive and Cross-Access Driveway Easement is set forth on Exhibit C attached hereto and incorporated herein by reference (the "Entrance Drive and Cross-Access Driveway Easement").

**NOW, THEREFORE**, for value received and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Entrance Drive and Cross-Access Driveway Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Easement as follows:

**1. Easements.**

1.1 Grant and Reservation. Grantor and Grantee each hereby grants to the other and reserve to themselves, perpetual easements and use of the entrance drive and cross-access driveway areas shown on the engineering plans and drawings attached to the PUD Development Agreement and the legal description and survey of the Entrance Drive and Cross-Access Driveway Easement attached to this Agreement as Exhibit C, for pedestrian, vehicular and bicycle ingress and egress to and from each of the Grantor Property and Grantee Property and for access to the separate parking lot and parking lot easement for the mutual benefit of Grantor and Grantee to be constructed by Grantee on the Grantor Property. The easements herein granted and reserved are for use by each of Grantor and Grantee, and their respective successors and assigns, as the record fee owners from time to time of the Grantor Property and Grantee Property, by anyone from time to time entitled to have access to and/or utilize all or any part of the Grantor Property and Grantee Property by way of lease, license, concession, invitee, licensee, or other agreement or arrangement (each, an "Authorized User") , and by the employees, agents, contractors, customers and invitees of Grantor or Grantee. The easements granted and reserved in this Section 1.1 are not limited to present users of Grantor Property and Grantee Property or present improvements thereon.

1.2 Temporary Easements.

1.2.1 Grantor hereby grants to Grantee, its employees, agents, contractors and suppliers, a temporary construction easement to go upon Grantor Property from time to time, to the extent necessary to construct and improve the entrance drive and cross-access driveway improvements as described and referenced in this Entrance Drive and Cross-Access Driveway Easement.

1.2.2 Grantor hereby grants to Grantee, its employees, agents, contractors and suppliers, an easement to go upon Grantor's Property to the extent necessary to effect maintenance, repair or replacement as permitted or required of Grantee in this Entrance Drive and Driveway Easement or a separate Reciprocal Easement Maintenance Agreement entered into by Grantor and Grantee on or about the date hereof ("REMA").

1.3 Easement Non-Exclusive and Appurtenant. The easements granted and reserved in Sections 1.1 and 1.2 above shall be non-exclusive and shall be appurtenant to each of Grantor Property and Grantee Property.

1.4 No Obstructions. No walls, fences or barriers of any kind shall be constructed or permitted on any portion of the entrance drive and cross-access driveway improvements that would prevent or impair the use or exercise of the easement rights granted and reserved herein by Grantor, Grantee, their respective successors and assigns, and any Authorized User.

2. Enforcement. This Easement Agreement may be enforced only by Grantor and Grantee, their successors and assigns, and not by any other person, Authorized User or unauthorized user. Grantor and Grantee each shall have the right to prosecute any proceedings at law and/or in equity against any other Party or anyone else violating or attempting to violate any of the provisions of this Easement Agreement, to restrain or enjoin such violation or attempted violation and/or to recover damages therefor. All remedies available to Grantor or Grantee under this Easement Agreement or otherwise shall be cumulative and not mutually exclusive.



3. **Easement Agreement Given in Perpetuity.** This Easement Agreement is expressly given in perpetuity and runs with the land. If any action or suit is brought for the enforcement of any provision of this Easement Agreement, or as a result of any alleged violation of any provision of this Easement Agreement, the prevailing party, as determined by the Court having jurisdiction of the matter, shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the losing party, and any judgment or decree entered in such proceeding shall include an award therefor.

4. **Duration.** The Entrance Drive and Cross-Access Driveway Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to both the Grantee Property and the Grantor Property and shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Entrance Drive and Driveway Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall run with the land and shall continue in perpetuity. Any person or entity subsequently acquiring an interest in the Grantee Property or the Grantor Property, or any part thereof, shall be bound by this Entrance Drive and Driveway Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Entrance Drive and Driveway Easement from or to its Property. Although persons and entities may be released under this Section 4 if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Entrance Drive and Driveway Easement running with the land in perpetuity.

5. **General Provisions.** Any and all notices, demands, requests and other communications required or permitted hereunder (“Notices”) shall be in writing, addressed to Grantor and Grantee at their respective addresses set forth above on the cover page of this Easement Agreement, to each other Owner of the Grantor Property or Grantee Property, at its or their address set forth in the recorded vesting deed by which the subsequent Owner acquires title to the Grantor Property or Grantee Property, or at such other address as any subsequent Owner may designate by notice delivered in accordance with this Section. A copy of each Notice shall also be sent to the mortgage holder, if any, of each of Grantor Property or Grantee Property, to the extent such mortgage holder has provided written notice of its address to the Grantor or Grantee. Each Notice shall be given by registered or certified mail, return receipt requested, with all postage and charges prepaid, or by U.S. Post Office Express Mail, Federal Express or similar nationally recognized overnight courier which delivers only upon signed receipt of the addressee. Grantor or Grantee, their successors and assigns, may, at any time and from time to time, in connection with the sale, transfer, financing or refinancing of the Grantor Property or Grantee Property, deliver written request to the Grantor or Grantee to execute estoppel certificates certifying, to the best knowledge of the Grantor or Grantee, the status of this Easement Agreement and performance hereunder, and each Grantor and Grantee shall provide its estoppel certificate within 15 days after receipt of such request. This Easement Agreement may be amended or terminated only by a written agreement signed and acknowledged by Grantor and Grantee, and the respective first mortgagees of all of the Grantor Property and Grantee Property and recorded with the Oakland County Register of Deeds. All provisions of this Easement Agreement shall be covenants running with the land pursuant to applicable Laws. Each of Grantor and Grantee shall automatically be deemed, by acceptance of the title to the Grantor Property or Grantee Property, or any part thereof, to have accepted this Easement Agreement, agreed to comply with all of its provisions, and assumed all obligations applicable to such Easement Agreement or part thereof arising during and with respect to such Grantor and Grantee

period of ownership, and to have agreed to execute any and all instruments and do any and all things reasonably required to carry out the intent of this Easement Agreement. All exhibits referred to herein and attached to this Easement Agreement are incorporated herein by this reference. The section and paragraph headings and captions in this Easement Agreement are for reference and convenience only and shall not enter into the interpretation hereof. Whenever the context so requires, the singular shall be deemed to include the plural and the plural the singular, and the masculine, feminine or neuter gender shall be deemed to include any other gender. The terms "hereof," "herein," "hereunder" and similar terms shall be deemed to refer to this Easement Agreement. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." This Agreement shall be interpreted in accordance with the Laws of the State of Michigan.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, Grantor and Grantee have executed this Entrance Drive and Driveway Easement as of the date first above written.

"GRANTEE":

"GRANTOR":

NP TROY, LLC  
a Missouri limited liability  
company,

THE CITY OF TROY,  
a Michigan municipal corporation

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

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

Dane Slater

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

Its: Mayor

And By: \_\_\_\_\_

Aileen Dickson

Its: City Clerk

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a \_\_\_\_\_ limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:  
Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084  
AND  
Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

WHEN RECORDED RETURN TO:  
Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**EXHIBIT "A"**

**GRANTOR PROPERTY**

**EXHIBIT "B"**

**GRANTEE PROPERTY**

**EXHIBIT "C"**

**LEGAL DESCRIPTION AND SURVEY OF  
THE PORTION OF GRANTOR PROPERTY ON WHICH  
THE ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY EASEMENT  
IS LOCATED**



**EXHIBIT "D"**

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS  
RELATING TO THIS ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY  
EASEMENT ARE NOT ATTACHED TO THIS EASEMENT, BUT ARE  
INCORPORATED HEREIN BY THIS REFERENCE  
AS THOUGH FULLY SET FORTH HEREIN**

# **EXHIBIT C-1.0 PRELIMINARY LANDSCAPE PLAN**



**EASEMENT FOR PARKING LOT  
AND FOR JOINT PARKING FACILITIES**

**THIS EASEMENT FOR PARKING LOT AND FOR JOINT PARKING FACILITIES** (the "Parking Facilities Easement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

**RECITALS:**

**A.** Grantor is the owner of the real property legally described in **Exhibit "A"** attached hereto ("Grantor Property"), and Grantee is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Grantee Property"), which property is adjacent to Grantor Property.

**B.** Each of the Grantor Property and Grantee Property is presently unimproved property, but it is currently intended by the parties that a portion of the Grantee Property will be developed as senior living and memory care residences complex with related parking areas, driveways, utilities and other improvements to be constructed thereon.

**C.** As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, plan, participate in and share certain improvements, including this Parking Facilities Easement and other easements to be located on the Grantor Property as part of a City Park to be developed on the Grantor Property in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee certain easements across Grantor Property, including this Parking Facilities Easement, for the construction of a parking lot, parking lanes, curbing, a water detention and water feature, landscaping and electric illumination within this Parking Facilities Easement. These parking lot improvements will be installed on the Grantor Property at Grantee's cost for construction of the referenced improvements in the areas depicted and in the manner specified in detailed engineering plans and drawings attached to a certain Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development dated November 23, 2015(the "PUD Development Agreement") to which this Parking Facilities Easement is attached and made a part thereof.

**NOW, THEREFORE,** for value received, and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Parking Facilities Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Parking Facilities Easement as follows:

1. **Easements.** Grantor does hereby remise, release and forever grant unto Grantee, a perpetual non-exclusive easement for the construction, installation and improvement, of parking lot facilities with landscaped islands, parking lanes, parking spaces, a water detention and water run-off feature, landscaping, overhead lighting and other necessary improvements (the "Parking Lot Facilities") in, under, upon, over and through the Parking Facilities Easement, all in accordance with the Parking Facilities Easement legal description and survey attached hereto as **Exhibit "C"** and detailed improvements thereto as set forth in the PUD Development Agreement and attachments thereto incorporated herein by this reference. The Parking Facilities

Easement herein granted and reserved is for use by and benefit of Grantee and Grantor, and their respective successors and assigns, as the record fee owners from time to time, of all or any portion of the Grantor Property and/or the Grantee Property. This Parking Facilities Easement is designed to serve the needs and requirements of both the Grantor and Grantee Properties. The Parking Lot Facilities and all incidental improvements thereto are to be constructed by Grantee as part of a certain engineering plan for parking lot, landscaping, parking sites, parking access lanes, overhead lighting, water detention/retention, a water feature, parking lot access and other improvements thereto, prepared by Professional Engineering Associates, Inc., working in cooperation with the staff personnel of Grantor, as set forth in the PUD Development Agreement, and will at all times serve the needs and requirements of both the Grantor Property and Grantee Property.

**2. Development and Operation.** Grantor and Grantee have jointly participated in the design and engineering of the Parking Lot Facilities Easement and the engineering plan for the Parking Lot Facilities Easement attached to and made a part of the above referenced PUD Development Agreement. Grantor and Grantee will not interfere with or jeopardize the construction, operation, reconstruction, preservation, and use of the Parking Facilities Easement for the use and benefit of both the Grantor Property and Grantee Property. Grantor and Grantee shall not, except as required for construction of the Parking Lot Facilities, erect, install or place any structures, materials, devices, things or matters within the Parking Facilities Easement which obstruct or impede the use of the Parking Lot Facilities by the Grantor or Grantee, their heirs, successors, invitees, and licensees, or impede or interrupt the normal flow and design for flow of surface water to, over, or within or from the Parking Facilities Easement, without obtaining the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed. Additionally, the Parties agree that after completion and installation of the Parking Lot Facilities, upon prior written notice to Grantee, Grantor may, at its reasonable election, and its

sole cost, further improve, alter, or expand the Parking Lot Facilities (the "Grantor Improvements"), at Grantor's sole cost, in order to facilitate further development of the Grantor Property into a City Park, provided, however, that at all times, such Parking Facilities Easement shall be maintained to adequately handle the overflow Grantee parking requirements in the normal course of business from the Grantee Property and the Parking Lot Facilities, while possibly expanded and/or modified by Grantor at Grantor's sole cost, will also continue to exist at least in its present location in accordance with **Exhibit "C"** hereto.

**3. Maintenance of the Parking Lot Easement During Construction of Parking Lot Facilities.**

Maintenance of the Parking Lot Facilities During Construction of the Parking Lot Facilities by Grantee in Accordance with the Approved Engineering Plans. Commencing with (i) the start of construction by Grantee of any improvements permitted or required by Grantee on the Parking Facilities Easement on Grantor Property, or (ii) the date Grantee performs any action to improve, alter or install all or any portion of the Parking Lot Facilities pursuant to the approved engineering plans attached to the PUD Development Agreement, Grantee, at Grantee's sole expense, shall be responsible for the construction, maintenance, repair and restoration, if necessary, of the Parking Lot Facilities within or in proximity of the Parking Facilities Easement, including, without limitation, obtaining all necessary improvement or repair permits from the City of Troy prior to performing any construction work on the Parking Lot Facilities. Grantee and Grantor, their respective agents, employees, contractors, suppliers and equipment shall have access to Grantor Property as necessary to complete the required work under the approved engineering plans referenced herein. Upon completion of construction of the Parking Facilities under the approved engineering plans referenced herein, the maintenance, repairs and upkeep of the Parking Facilities Easement shall be carried out pursuant to the Reciprocal Easement

Maintenance Agreement between Grantor and Grantee of even date which is incorporated herein by this reference.

4. **Duration.** The Parking Facilities Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to, the Grantee Property. The Parking Facilities Easement shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Parking Facilities Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall continue in perpetuity, provided that both Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Parking Facilities Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Parking Facilities Easement for parking from or to its Property. Although persons and entities may be released under this Paragraph if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Parking Facilities Easement running with the land in perpetuity, except as provided above.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Parking Facilities Easement as of the date first above written.

*[Signatures on Following Page]*



"GRANTEE":

NP TROY, LLC  
a Missouri limited liability  
company,

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

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

"GRANTOR":

THE CITY OF TROY,  
a Michigan municipal corporation

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

Dane Slater

Its: Mayor

And By: \_\_\_\_\_

Aileen Dickson

Its: City Clerk

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared \_\_\_\_\_, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a \_\_\_\_\_ limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

Print Name: \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Oakland

**COOPERATIVELY DRAFTED BY:**

Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

**WHEN RECORDED RETURN TO:**

Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**EXHIBIT "A"**  
**GRANTOR PROPERTY**

**EXHIBIT "B"**

**GRANTEE PROPERTY**

**EXHIBIT "C"**

**LEGAL DESCRIPTION AND SURVEY OF  
THE PORTION OF GRANTOR PROPERTY ON WHICH  
THE PARKING FACILITIES EASEMENT IS LOCATED**

**EXHIBIT "D"**

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS  
RELATING TO THIS PARKING FACILITIES EASEMENT ARE NOT ATTACHED TO  
THIS EASEMENT, BUT ARE INCORPORATED HEREIN BY THIS REFERENCE  
AS THOUGH FULLY SET FORTH HEREIN**

# **EXHIBIT D**

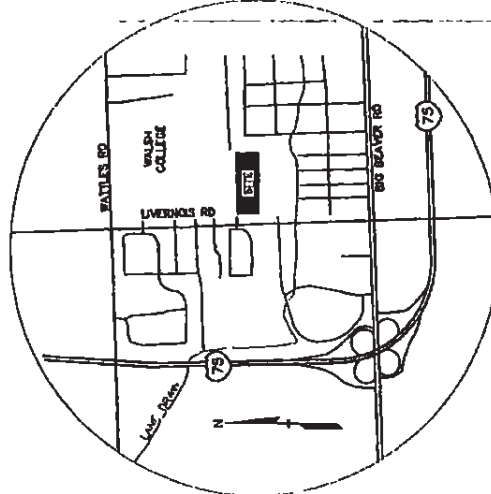
# **PRELIMINARY DEVELOPMENT PLAN**

PRELIMINARY AND CONCEPTUAL SITE PLANS FOR  
**STONECREST**  
 PART OF THE SW 1/4 OF SECTION 22, T.2N., R.11E.,  
 CITY OF TROY, OAKLAND COUNTY, MICHIGAN

**DEVELOPER:**  
 NORTHPOINT DEVELOPMENT  
 5015 NEW CANAL STREET, SUITE 200  
 RIVERSIDE, MD 84105  
 CONTACT: MARK POMERANCE  
 PHONE: (816) 888-7381

**ARCHITECT:**  
 P1 ARCHITECTS  
 1100 W. BAY ST. SUITE 303  
 AUSTIN, TX 78731  
 CONTACT: ERIC LANGON  
 PHONE: (812) 251-1910

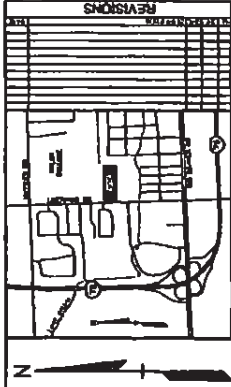
**CIVIL ENGINEER/LANDSCAPE ARCHITECT:**  
 PROFESSIONAL ENGINEERING ASSOCIATES, INC.  
 2430 ROCKEFELLER CT., SUITE 100  
 WILSON, MO 65359-8080  
 PHONE: (248) 688-9080  
 FAX: (248) 688-1044  
 CONTACT: EMIL S. BANEK OR PE  
 JANET EVANS, R.L.A.



LOCATION MAP  
 NO SCALE

**INDEX OF DRAWINGS:**

- C-0.0 COVER SHEET
  - C-0.1 TOPOGRAPHIC SURVEY
  - C-0.2 TREE LIST
  - C-0.1.1 TREE PRESERVATION PLAN
  - C-0.1.2 PRELIMINARY SITE PLAN
  - C-0.2.0 PRELIMINARY GRADING PLAN
  - C-0.3.0 PRELIMINARY LANDSCAPE PLAN
  - L-1.0 SITE PHOTOMETRIC PLAN
- ARCHITECTURAL PLANS**
- SK1 FIRST FLOOR PLAN - WEST HALF
  - SK2 FIRST FLOOR PLAN - MIDDLE SECTION
  - SK3 FIRST FLOOR PLAN - EAST HALF
  - SK4 FIRST FLOOR PLAN - SECOND FLOOR PLAN
  - SK5 ROOM DETAILS
  - SK6 ELEVATION PLAN
  - SK7 SECTION @ LEFT WING
  - SK8



1. ALL MEASUREMENTS SHALL BE IN FEET AND INCHES.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
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PROFESSIONAL ENGINEERING ASSOCIATES, INC.  
 2430 ROCKEFELLER CT., SUITE 100  
 WILSON, MO 65359-8080  
 PHONE: (248) 688-9080  
 FAX: (248) 688-1044  
 CONTACT: EMIL S. BANEK OR PE  
 JANET EVANS, R.L.A.

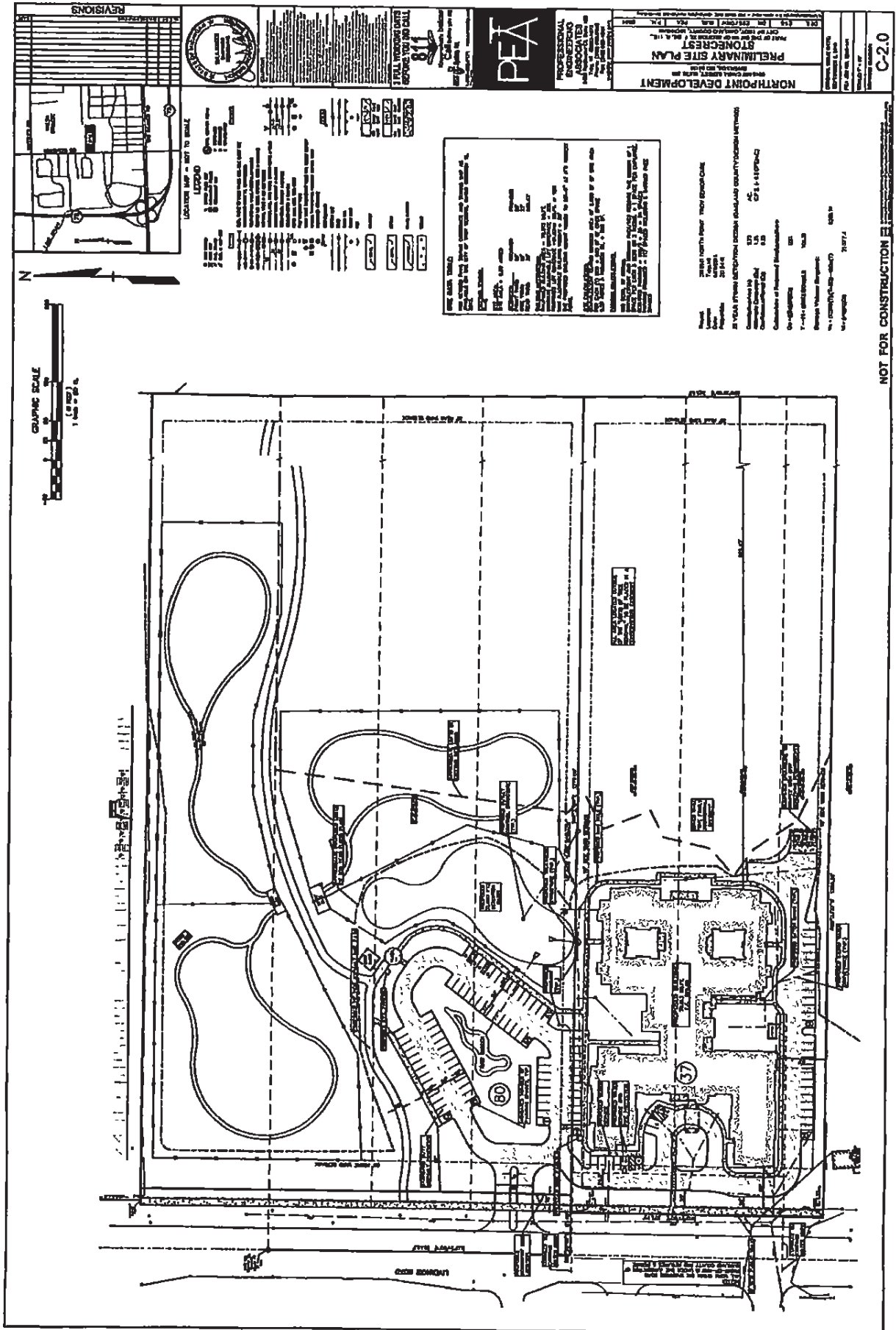
**COVER SHEET**  
 NORTHPOINT DEVELOPMENT  
 STONECREST  
 PART OF THE SW 1/4 OF SECTION 22, T.2N., R.11E.,  
 CITY OF TROY, OAKLAND COUNTY, MICHIGAN  
 SHEET NO. C-0.0  
 TOTAL SHEETS: 8  
 DATE: 11/11/03  
 DRAWN BY: J.EVANS  
 CHECKED BY: J.EVANS  
 APPROVED BY: J.EVANS  
 TITLE: PRELIMINARY AND CONCEPTUAL SITE PLANS FOR STONECREST

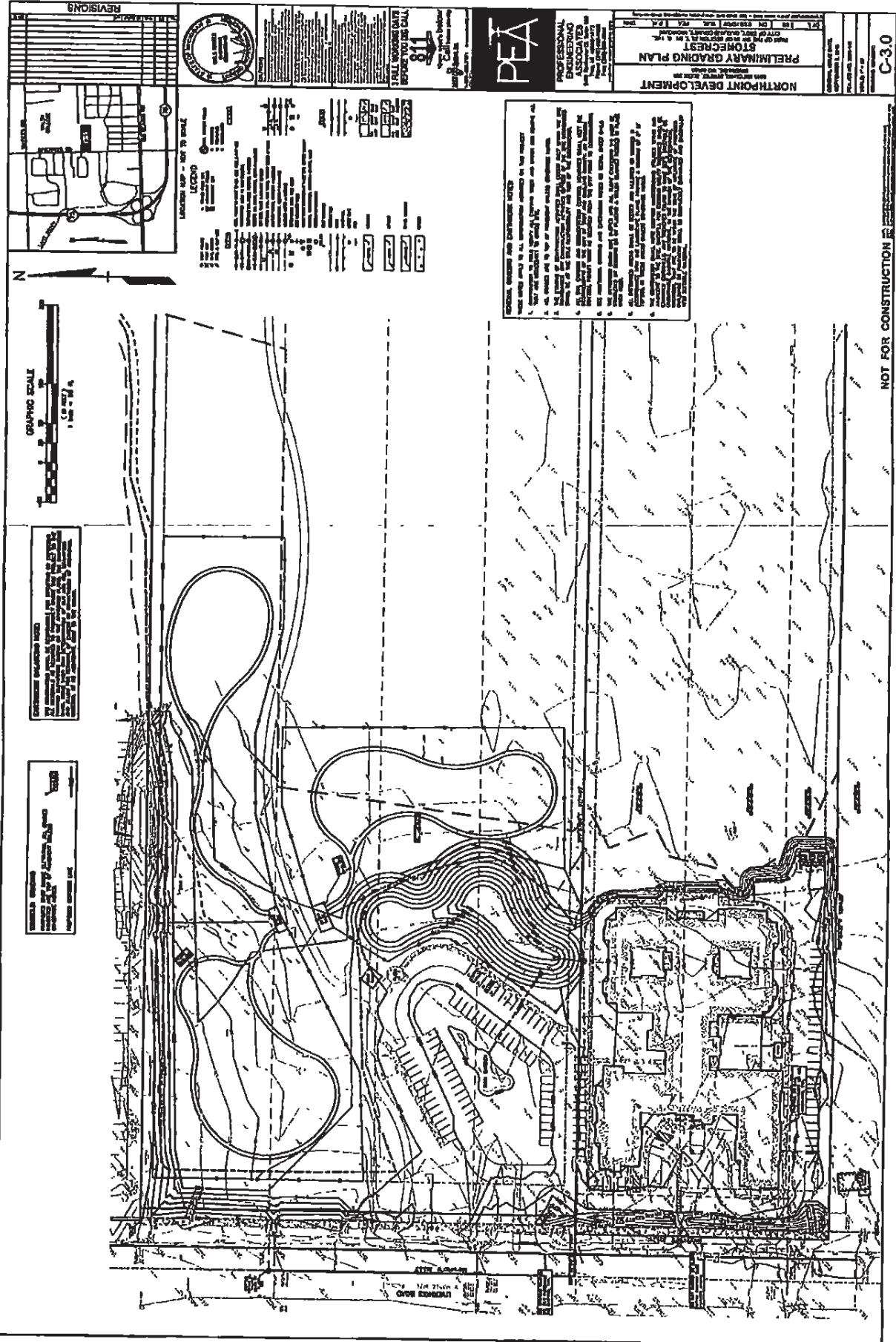
**C-0.0**  
 NOT FOR CONSTRUCTION











PROPOSED GRADE ELEVATIONS  
 TO BE SHOWN IN ALL SECTIONS OF THE PLAN  
 TO BE SHOWN IN ALL SECTIONS OF THE PLAN  
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PROPOSED GRADE ELEVATIONS  
 TO BE SHOWN IN ALL SECTIONS OF THE PLAN  
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 TO BE SHOWN IN ALL SECTIONS OF THE PLAN

REVISIONS

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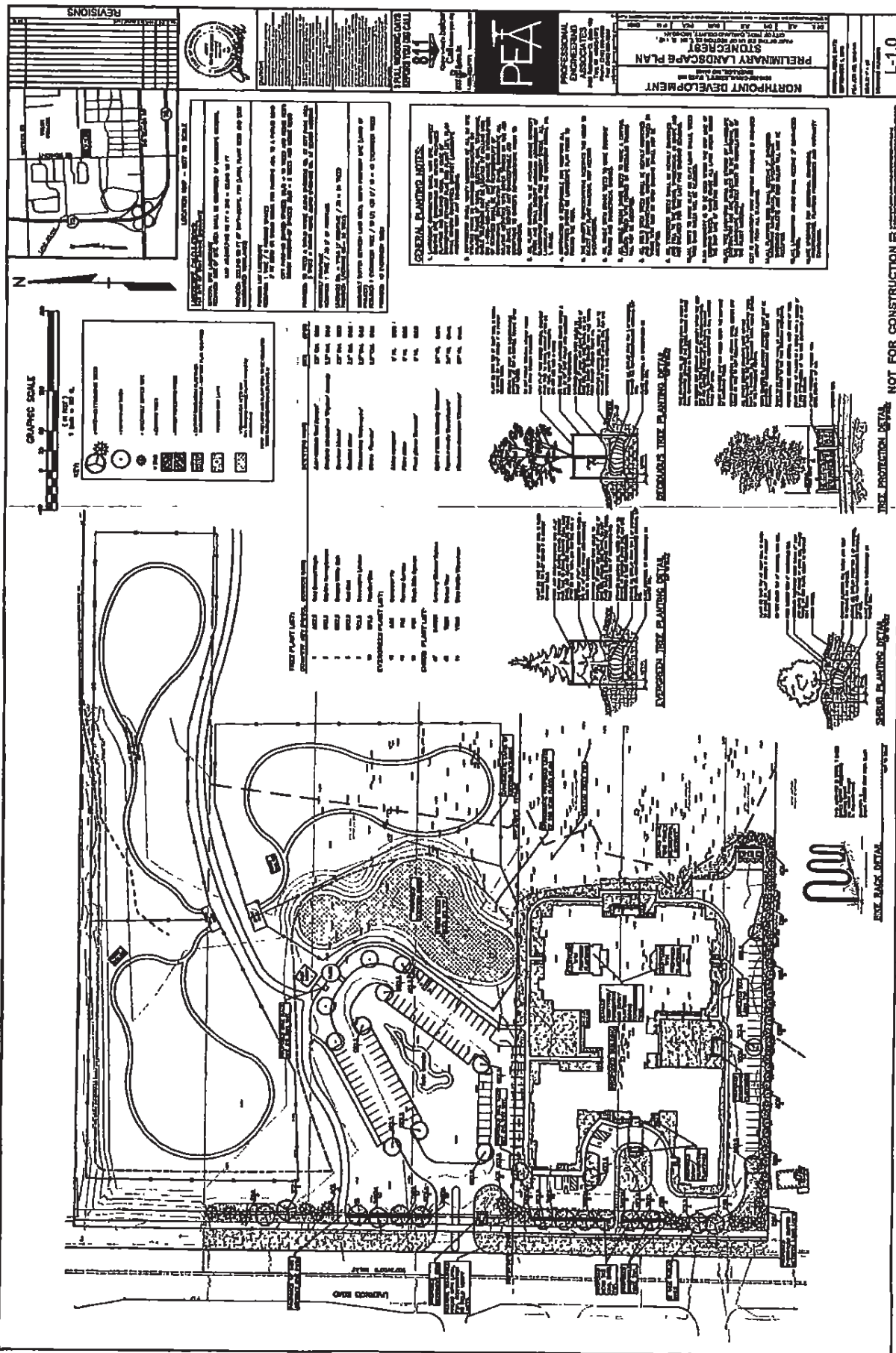
PEA  
 PROFESSIONAL ENGINEERING ASSOCIATED  
 STORMCREST  
 PRELIMINARY GRADING PLAN  
 NORTHPOINT DEVELOPMENT

ALL WORKERS SHALL REPORT YOU AND CALL

PEA  
 PROFESSIONAL ENGINEERING ASSOCIATED  
 STORMCREST  
 PRELIMINARY GRADING PLAN  
 NORTHPOINT DEVELOPMENT

NOT FOR CONSTRUCTION

C-30



**REVISIONS**

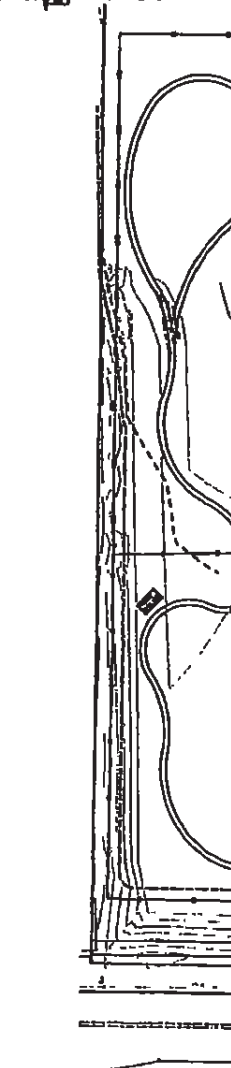
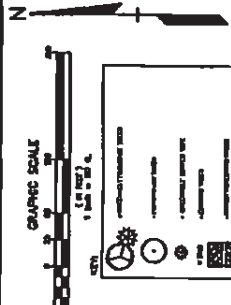
NO.	DATE	DESCRIPTION



**PEA**  
 PROFESSIONAL ENGINEERING ASSOCIATES  
 12345 STATE STREET  
 RALEIGH, NC 27601  
 (919) 555-1234

**PEA**  
 PROFESSIONAL ENGINEERING ASSOCIATES

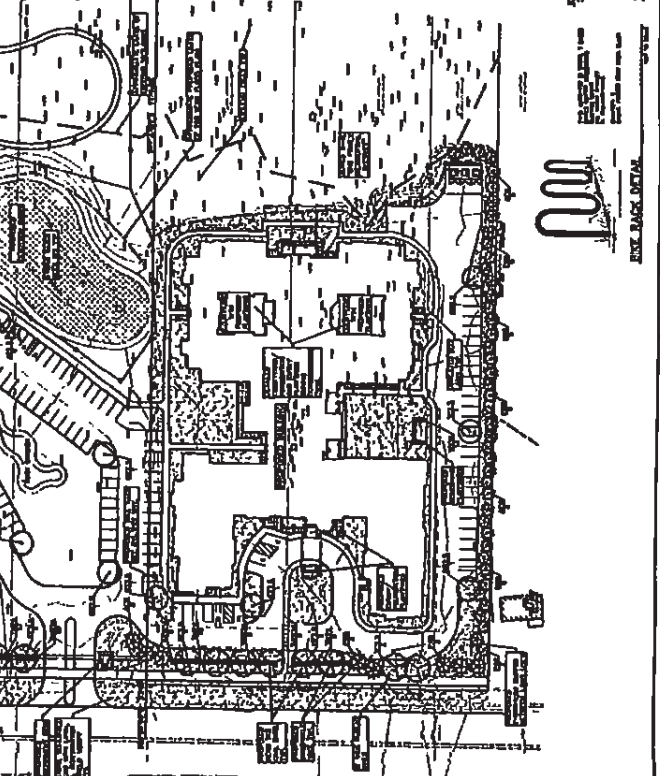
**NORTHPOINT DEVELOPMENT**  
**PRELIMINARY LANDSCAPE PLAN**  
**STONECREEK**  
 CITY OF NORTHCAROLINA  
 NORTHPOINT DEVELOPMENT  
 12345 STATE STREET  
 RALEIGH, NC 27601  
 (919) 555-1234



**GENERAL PLANTING NOTES:**  
 1. All planting shall be done in accordance with the following notes.  
 2. All planting shall be done in accordance with the following notes.  
 3. All planting shall be done in accordance with the following notes.  
 4. All planting shall be done in accordance with the following notes.  
 5. All planting shall be done in accordance with the following notes.  
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 8. All planting shall be done in accordance with the following notes.  
 9. All planting shall be done in accordance with the following notes.  
 10. All planting shall be done in accordance with the following notes.

**SERIES PLANTING DETAILS**  
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**TREE PROTECTION DETAILS**  
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**L-1.0**  
 NOT FOR CONSTRUCTION

II

PROJECT INFORMATION  
FOR THE CONTRACTOR

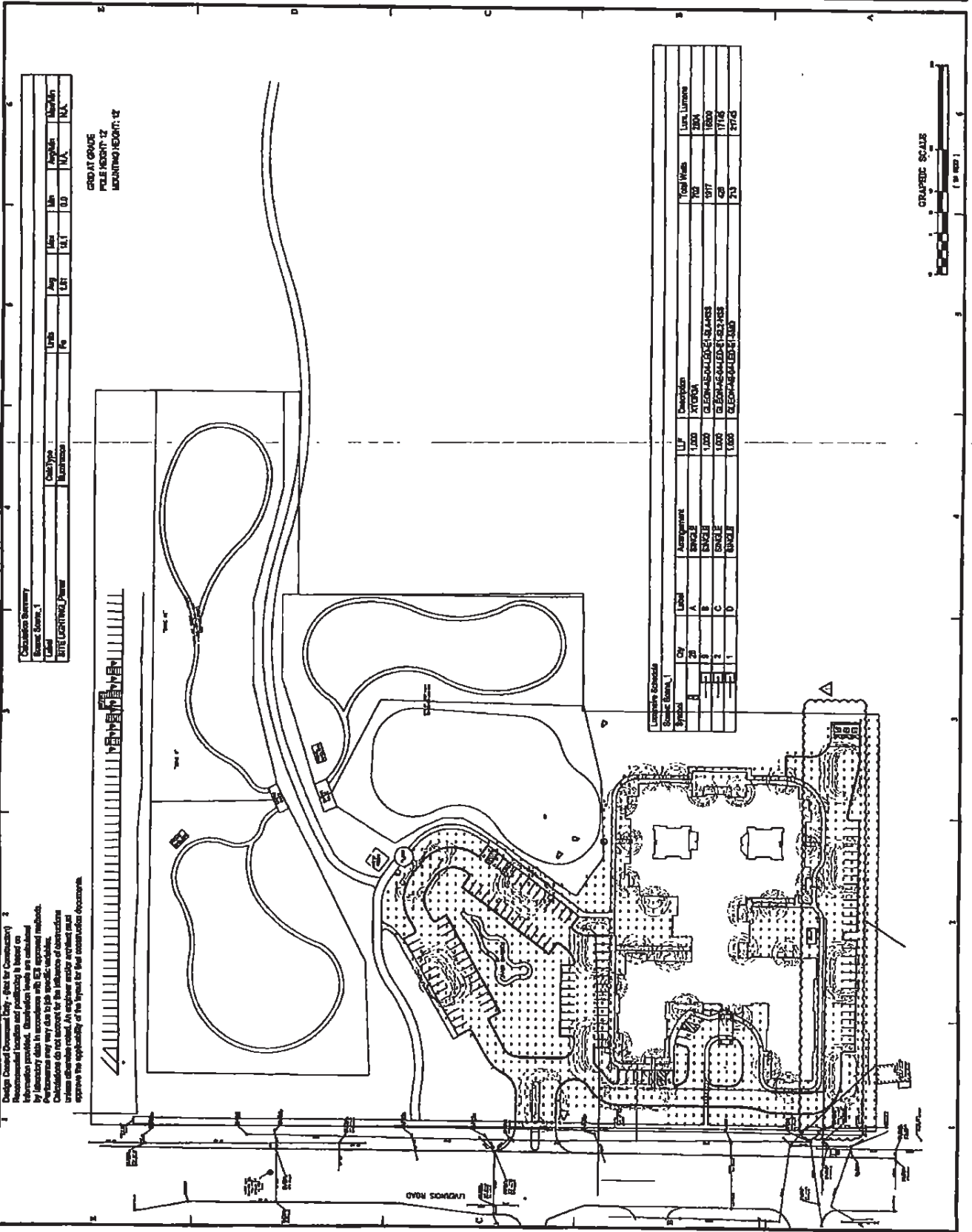
NORTHPOINT DEVELOPMENT  
ASSISTED LIVING & MEMORY CARE

THEORY, IA

CONTRACTOR'S PLAN SHEET

NO. 1

E0.0



Calculation Summary

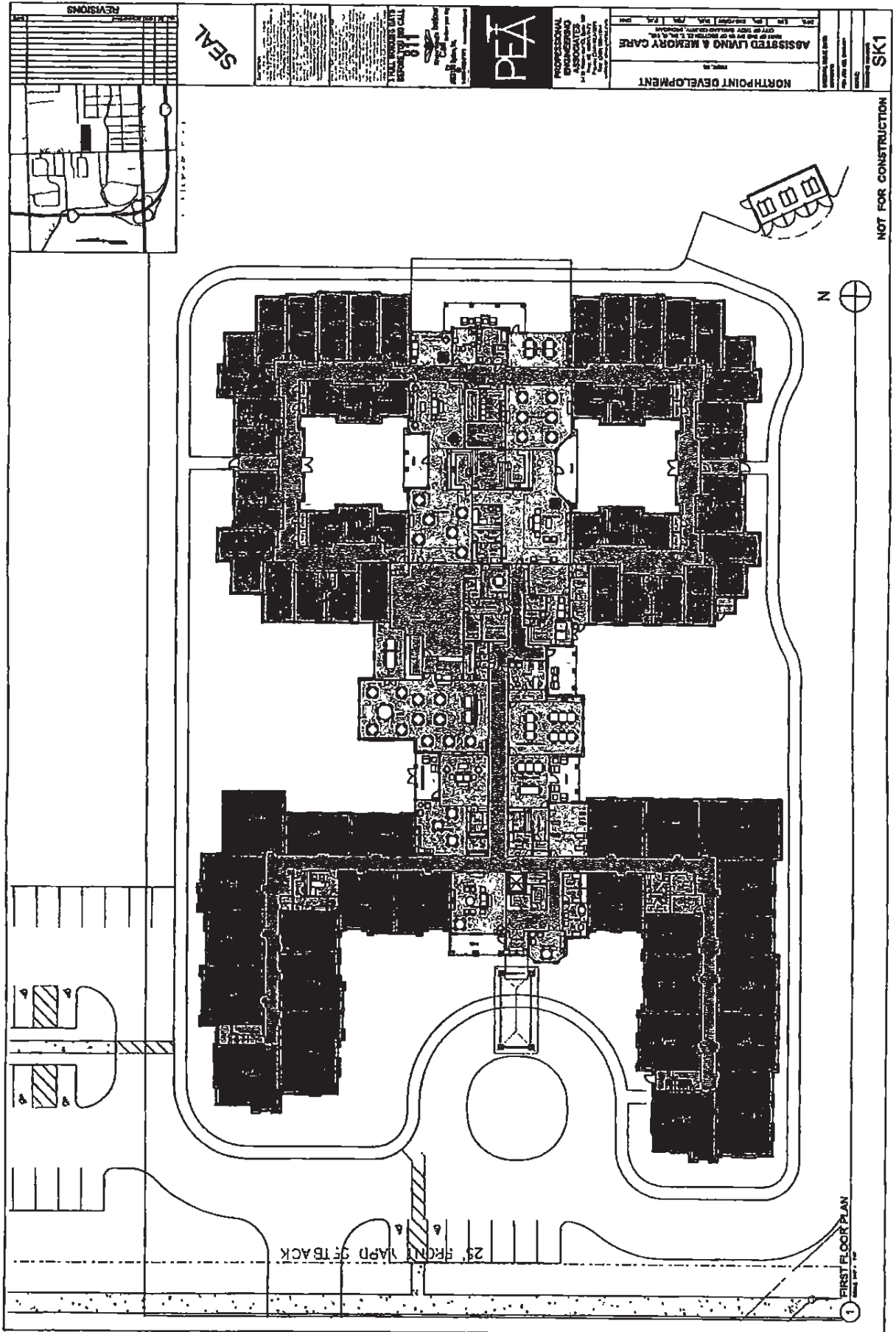
Source: Storm, 1	Area	Run	Time	Flow	Velocity	Notes
100% LIGHTNING / PAVEMENT	1.0	0.0	0.0	0.0	0.0	N/A

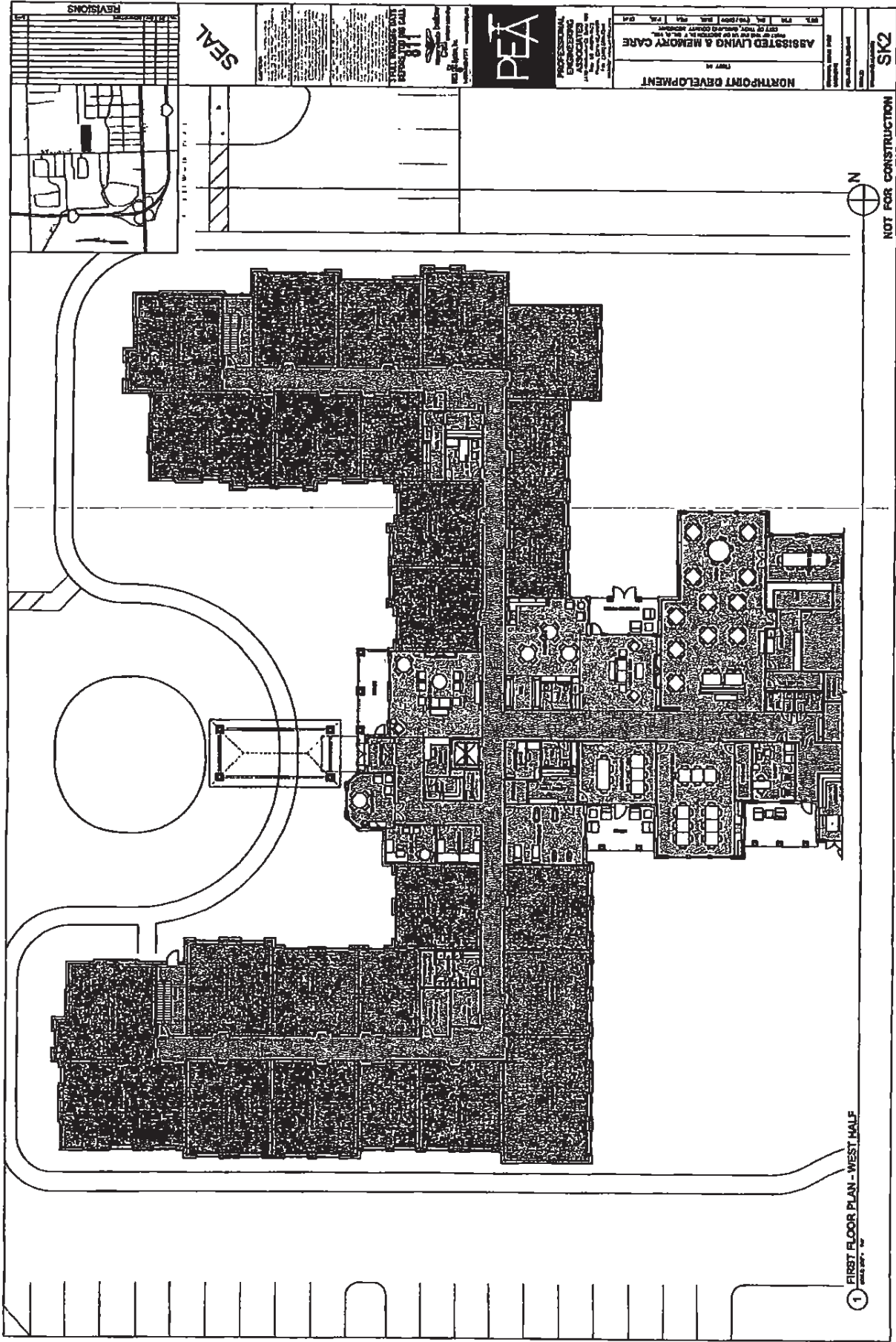
CREDIT GRADE  
PAVE HEIGHT: 22'  
MOUNTING HEIGHT: 42'

Landscaping Schedule

Symbol	Label	Quantity	Description	Unit	Linear	Volume
A	SHRUB	1000	XYTOPHA	EA	2000	2000
B	SHRUB	1000	CLEOME-ROSE-LEAF-ROSE	EA	1000	1000
C	SHRUB	1000	DESMOND-ROSE-LEAF-ROSE	EA	1000	1000
D	SHRUB	1000	DESMOND-ROSE-LEAF-ROSE	EA	1000	1000
				<b>TOTAL</b>	<b>5000</b>	<b>5000</b>

Design Based Gravel Edge - (Not for Construction)  
 Recommended location and positioning is based on  
 information provided. Distribution levels are calculated  
 by laboratory data in accordance with EIR approved methods.  
 Performance may vary due to job specific variables.  
 Calculations do not account for the influence of observations  
 from the field. It is the responsibility of the contractor to  
 approve the applicability of the layout for field construction operations.



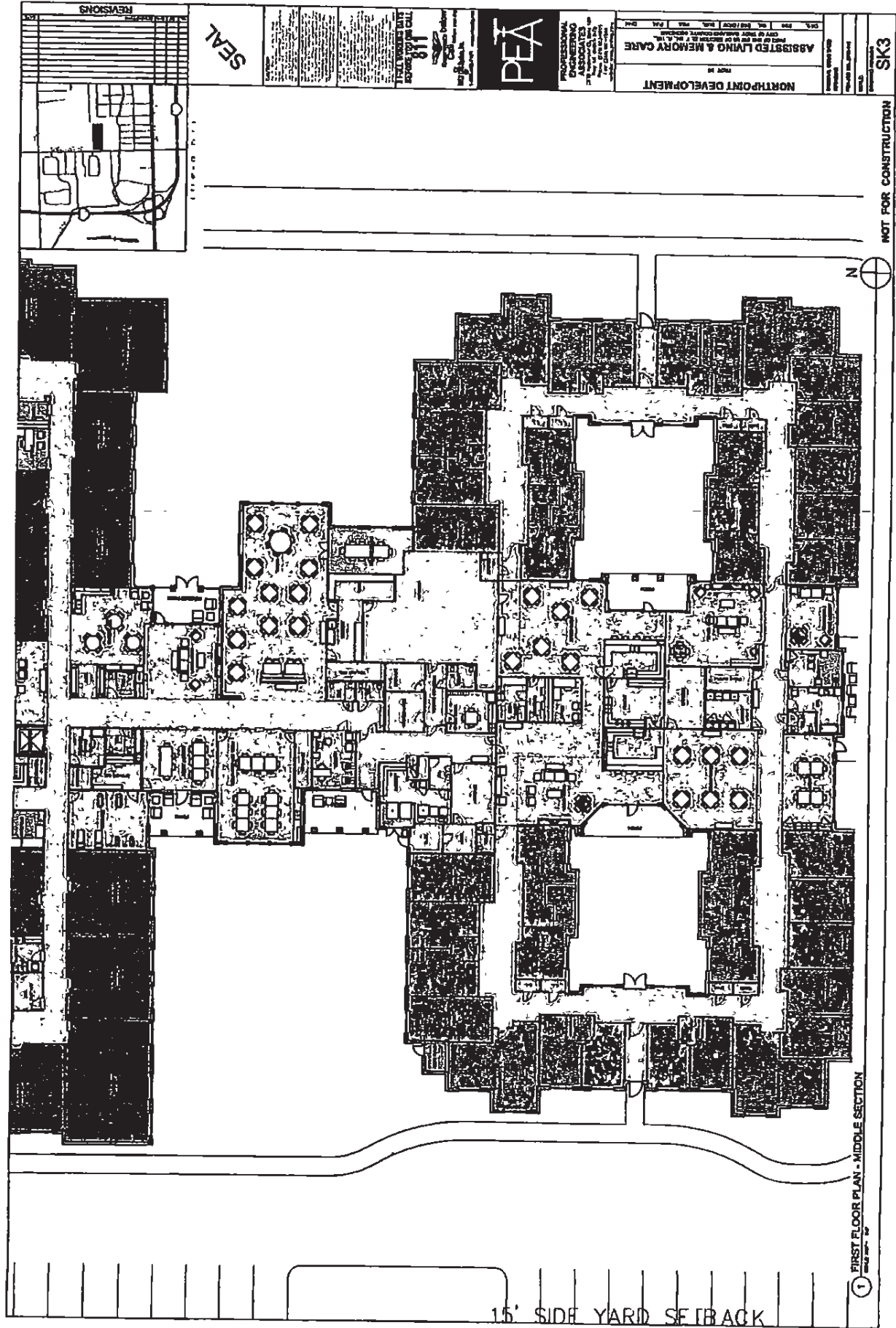


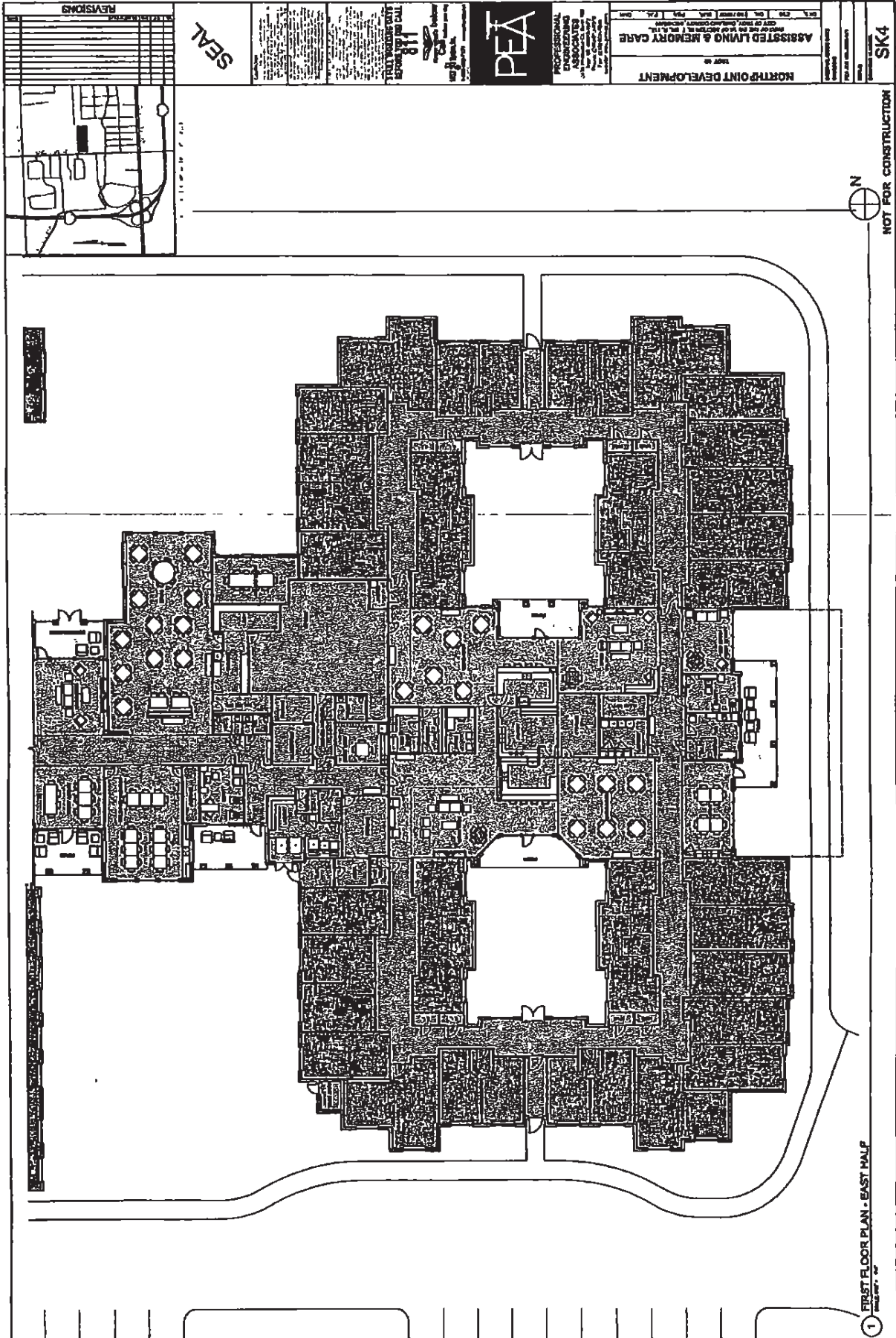
NOT FOR CONSTRUCTION

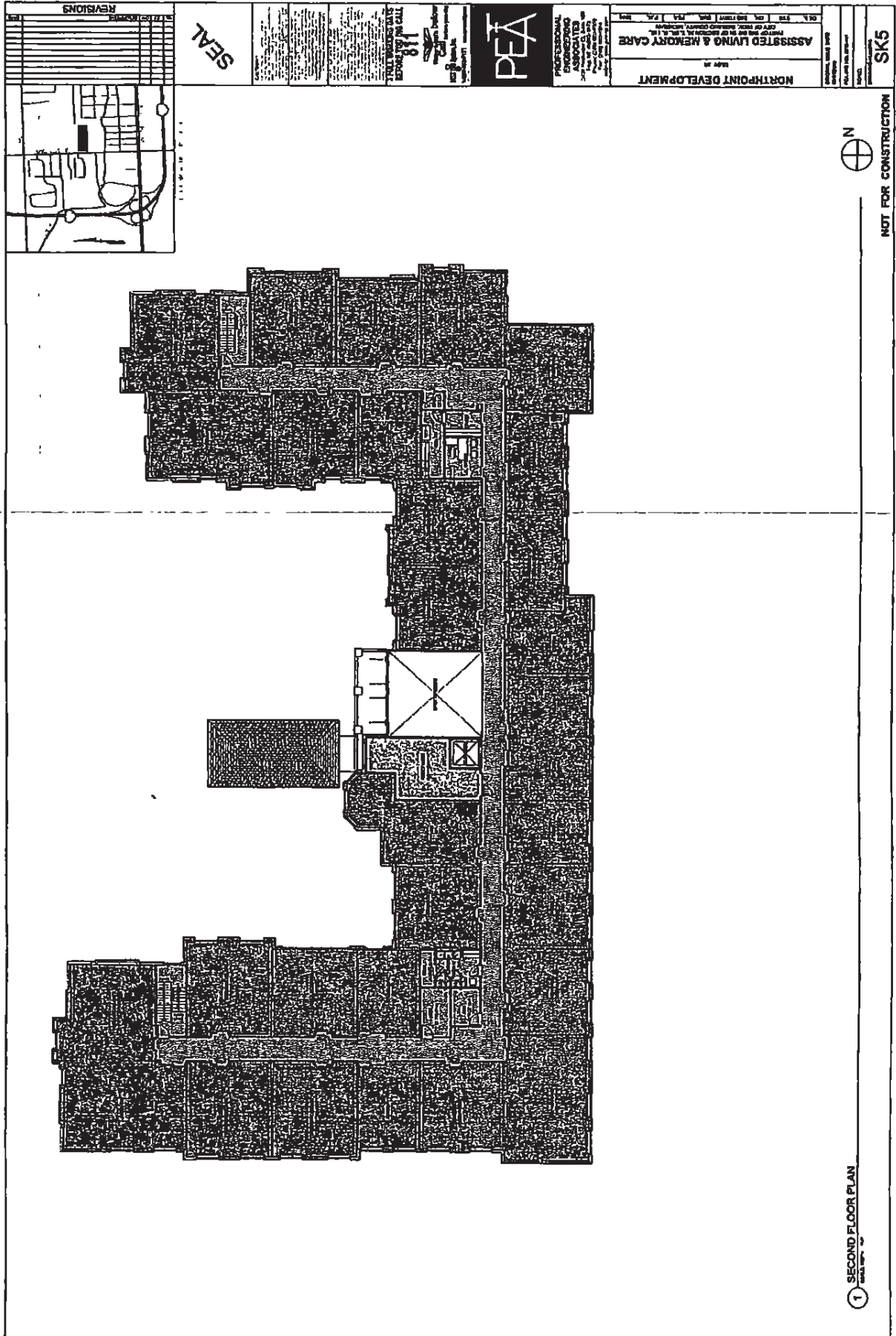
1 FIRST FLOOR PLAN - WEST HALF  
DATE: 08.20.10

<b>REVISIONS</b> NO. DATE BY	<b>SEAL</b>	<b>PEA</b> PROFESSIONAL ENGINEERING AND ARCHITECTURE 118 W. 11th St. Ste. 200 Des Moines, IA 50319 515.281.1111 www.pea.com	<b>NORTHPORT DEVELOPMENT</b> TRAY #1 ASSISTED LIVING & MEMORY CARE CITY OF INDIANAPOLIS, IN 111 W. 11th St. Ste. 200 Des Moines, IA 50319 515.281.1111 www.pea.com	DATE: 08.20.10	BY: JLD
				DATE: 08.20.10	BY: JLD









Architectural floor plan showing 10 different apartment unit layouts. The units are arranged in two rows of five. Each unit is labeled with a circled number and a description:

- 1 MC SEMI-PRIVATE (Area: 71.12')
- 2 MC PRIVATE (Area: 67.12')
- 3 MC SEMI-PRIVATE (Area: 71.12')
- 4 MC PRIVATE(S) (Area: 67.12')
- 5 AL 1 BEDROOM DELUXE (Area: 71.12')
- 6 AL 2 BEDROOM (Area: 71.12')
- 7 AL 1 BEDROOM (Area: 71.12')
- 8 AL STUDIO (Area: 71.12')
- 9 AL 1 BEDROOM DELUXE (Area: 71.12')
- 10 AL STUDIO DELUXE (Area: 71.12')

At the bottom of the plan, there is a 'SEAL' box and a 'REVISIONS' table. The right side of the plan contains a title block with the following information:

**SK6**  
**NOT FOR CONSTRUCTION**  
 NORTHPOINT DEVELOPMENT  
 ASSISTED LIVING & MEMORY CARE  
 1000 N. W. 10th St., Ft. Lauderdale, FL 33304  
 954.575.1234  
 PEÄ PROFESSIONAL ENGINEERING ASSOCIATED ARCHITECTS  
 1000 N. W. 10th St., Ft. Lauderdale, FL 33304  
 954.575.1234  
 ALL INFORMATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT.  
 FULLY QUALIFIED AND LICENSED PROFESSIONAL ENGINEER  
 REGISTERED IN THE STATE OF FLORIDA  
 PEÄ 11818





**EASEMENT FOR WATER DETENTION/RETENTION  
AND FOR JOINT DETENTION/RETENTION FACILITIES**

**THIS EASEMENT FOR WATER DETENTION/RETENTION AND FOR JOINT DETENTION/RETENTION FACILITIES** (the "Detention/Retention Facilities Easement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

**RECITALS:**

A. Grantor is the owner of the real property legally described in **Exhibit "A"** attached hereto ("Grantor Property"), and Grantee is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Grantee Property"), which property is adjacent to Grantor Property.

B. Each of the Grantor Property and Grantee Property is presently unimproved property, but it is currently intended by the parties that a portion of the Grantee Property will be developed as senior living and memory care residences complex with related parking areas, driveways, utilities and other improvements to be constructed thereon.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, plan, participate in and share in the cost of certain improvements, including this Detention/Retention Facilities Easement and other easements to be located on the Grantor Property as a City Park in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee a perpetual easement for the construction of storm water detention/retention facilities and related water features, landscaping and an electrically operated fountain on the Grantor Property, at Grantee's cost for construction of the referenced improvements in the areas depicted and in the manner approved and specified in detailed engineering drawings attached to a certain PUD Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed city Park Planned Unit Development Agreement to which this Detention/Retention Facilities Easement is attached and made a part of as though fully set forth herein.

**NOW, THEREFORE**, for value received and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Detention/Retention Facilities Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Detention/Retention Facilities Easement as follows:

1. **Easements.** Grantor does hereby remise, release and forever grant unto Grantee, a perpetual non-exclusive easement for the installment, construction, and improvement, of storm water detention/retention facilities with water features, fountain and landscaping (the "Detention/Retention Facilities") in, under, upon, over and through the Detention/Retention Facilities Easement. The Detention/Retention Facilities Easement herein granted and reserved is for use by and the benefit of both Grantee and Grantor, and their respective successors and assigns, as the record fee owners from time to time, of all or any portion of the Grantor Property and/or the Grantee Property. It will provide necessary water detention/retention of surface water designed to serve the needs and requirements of both the Grantor and Grantee Properties. The Detention/Retention Facilities and all incidental improvements thereto are to be constructed as



part of the PUD Development Agreement and will at all times serve the needs and requirements of both the Grantor and Grantee Properties. The legal description and survey of the area of the Grantee Property on which the Detention/Retention Facilities Easement is located is attached hereto as **Exhibit "C"**.

2. **Development and Operation.** Grantor and Grantee have jointly participated in the design and engineering of the Detention/Retention Facilities Easement and the engineering detention/retention plans. Grantor and Grantee will not interfere with or jeopardize the construction, operation, reconstruction, preservation, and use of the Detention/Retention Facilities Easement for the use and benefit of both the Grantor Property and Grantee Property. Grantor and Grantee shall not erect, install or place any structures, materials, devices, things or matters which obstruct or impede the normal flow and design of surface water to, over, or within or from the Detention/Retention Facilities Easement in accordance with the engineering detention/retention plans as described in the PUD Development Agreement without obtaining the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed. Additionally, the Parties agree that after completion and installation of the Detention/Retention Facilities Easement, upon prior written notice to Grantee, Grantor may, at its reasonable election, further improve, or expand the Detention/Retention Facilities (the "Grantor Improvements"), at Grantor's sole cost, to facilitate further development of the Grantor Property into a City Park, provided, however, that at all times, such Detention/Retention Facilities Easement shall be maintained to adequately handle the surface water from and storm and surface water storage needs of the Grantee Property and any other properties flowing naturally into such Detention/Retention Facilities Easement.

3. **Rights of Grantee to Install Storm Water Drainage Pipe From Grantee Property into the Detention/Retention Facilities Easement and to Remove or Relocate Soils Located Within the Detention/Retention Facilities Easement to Areas of Grantor Property Where Needed or to Relocate Soils to Grantee Property or to Remove Soils from the Detention/Retention Facilities Easement to Other Locations if Not Required to be Retained for Grantor Property.** Grantee shall have the right, pursuant to the engineering detention/retention plans described in the PUD Development Agreement, to remove soils from the Detention/Retention Facilities Easement and to place them on Grantee's Property as additional land fill or land balancing or to remove any excess soils from the Detention/Retention Facilities Easement or Grantor's Property, all at Grantee's sole cost, except that if the Grantor elects to retain any of such excess soils for Grantor's own use on other areas of the Grantor Property or elsewhere, it can do so at its sole cost. Grantee can also install storm and/or surface water pipe installations or drainage from Grantee Property to the Detention/Retention Facilities Easement and install a water fountain connected electrically to the parking lot light system on Grantor Property and construct and install all other improvements required of Grantee under the engineering detention/retention plans which are a part of the PUD Development Agreement.

4. **Maintenance During Construction of Detention/Retention Facilities.**

4.1 **Maintenance During Construction of Detention/Retention Facilities by Grantee in Accordance with engineering detention/retention plans.** Prior to the earlier of (i) the start of construction by Grantee of any improvements permitted or required by Grantee on all or any portion of the Grantor Property which utilize the Detention/Retention Facilities for storm water or surface water drainage or detention/retention from the Grantor or Grantee Properties, or (ii) the date Grantee performs any action to improve, alter or relocate all or any portion of the

Detention/Retention Facilities pursuant to the engineering detention/retention plans. Grantee, at Grantee's sole expense, shall be responsible for the construction, maintenance, repair and restoration, if necessary, of the Detention/Retention Facilities within or in proximity of the Detention/Retention Facilities Easement, including, without limitation, keeping the Detention/Retention Facilities Easement open during such Detention/Retention Facilities construction, and keeping the Detention/Retention Facilities in good working conditions or repair, if necessary, during construction, and shall obtain all necessary improvement or repair permits from the City of Troy prior to performing any construction work on the construction and installation of the Detention/Retention Facilities and the fountain to be placed in accordance with the engineering detention/retention plans. During such construction, excess sediment, if any, shall be removed and disposed of at an offsite approved disposal location when and if the elevation of sediment in the Detention/Retention Facilities Easement is equal to the sediment removal elevation shown and required on the engineering detention/retention plans. Grantee and Grantor, their respective agents, employees, contractors, suppliers and equipment shall have access to Grantor Property as necessary to complete work under the engineering detention/retention plans attached to the PUD Development Agreement.

4.2 Completion of Construction of the Detention/Retention Facilities in Accordance with Engineering Detention/Retention Plans. From and after the completion by Grantee of all work required under the engineering detention/retention plans, the Detention/Retention Facilities shall be maintained, repaired, revised and corrected, if necessary, in accordance with the separate Reciprocal Easement Maintenance Agreement entered into between the Grantor and Grantee of even date herewith, as it may be modified in writing from time to time by the Parties, their successors and assigns.

5. **Duration.** The Detention/Retention Facilities Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to, the Grantee Property. The Detention/Retention Facilities Easement shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Detention/Retention Facilities Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall continue in perpetuity provided that both Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Detention/Retention Facilities Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Detention/Retention Facilities Easement for the water detention/retention or surface drainage from or to its Property. Although persons and entities may be released under this Paragraph if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Detention/Retention Facilities Easement running with the land in perpetuity, except as provided above.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Detention/Retention Facilities Easement as of the date first above written.

*[Signatures on Following Page]*



STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:  
Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084  
AND  
Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

WHEN RECORDED RETURN TO:  
Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**EXHIBIT "A"**

**LEGAL DESCRIPTION: GRANTOR PROPERTY**

**EXHIBIT "B"**

**LEGAL DESCRIPTION: GRANTEE PROPERTY**



**EXHIBIT "C"**

**LEGAL DESCRIPTION AND SURVEY OF  
AREA OF GRANTOR PROPERTY ON WHICH  
DETENTION/RETENTION FACILITIES EASEMENT IS LOCATED**

**EXHIBIT "D"**

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS  
RELATING TO THIS DETENTION/RETENTION FACILITIES EASEMENT  
ARE NOT ATTACHED TO THIS EASEMENT, BUT ARE INCORPORATED HEREIN  
BY THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN**

**TEMPORARY GRADING, SLOPE, LAND BALANCING,  
EXCAVATION, SOIL REMOVAL, CONSTRUCTION,  
LANDSCAPING AND INSTALLATION EASEMENT**

**THIS TEMPORARY GRADING, SLOPE, LAND BALANCING, EXCAVATION, SOIL REMOVAL, CONSTRUCTION, LANDSCAPING AND INSTALLATION EASEMENT** (the "Temporary Easement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee") and **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor").

**RECITALS:**

**A.** Grantee owns the real property in the City of Troy, Oakland County, Michigan, legally described in **Exhibit "B"** attached hereto (the "Grantee Property"), on which Grantee Property Grantee intends to construct a facility for senior living and memory care residences and related improvements (collectively the "Grantee Property Improvements").

**B.** Grantor owns the real property which abuts the Grantee Property immediately to the north and is legally described in **Exhibit "A"** attached hereto (the "Grantor Property"), a portion of which Grantor Property the Grantee has requested and Grantor has agreed may be used by Grantee on a temporary basis for the construction and installation by Grantee of certain improvements which Grantee has agreed to make on the Grantor Property for the benefit of Grantor and which will also benefit the Grantee Property as more fully set forth in the detailed series of plans and drawings attached hereto and made a part hereof, as well as being set forth in substantial detail in a certain Development Agreement for Stonecrest Senior Living and Memory Care Residence and Jointly Developed Troy City Park Planned Unit Development dated

November 23, 2015 (the "PUD Development Agreement"), to which this Temporary Easement is attached and made a part thereof.

**NOW, THEREFORE**, in consideration of mutual covenants and the sum of One Dollar (\$1.00), the receipt of legal sufficiency of which the parties hereto do hereby acknowledge, the parties hereto agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, upon and subject to the terms, conditions and provisions herein set forth, a Temporary Easement over and upon and across the Grantor Property as necessary for the following purposes, which work and ultimate uses benefit both Grantor and Grantee and their respective Properties: grading, sloping, removal of trees and shrubbery, placing and relocation of engineered fill soil, cutting out and removal of certain fill and soil from necessary parts of Grantor Property to a part of Grantee Property, the operation of various equipment and installation of construction and related materials to complete the specified work, the construction, installation and operation of temporary and permanent detention/retention facilities and a detention/retention pond with electrically operated fountain, construction of a mutual access entryway from Livernois Road, a cross-access roadway extending from Livernois Road to the Grantee Property, construction of a parking lot with water detention facilities and water feature, extensive landscaping to be installed by Grantee, construction of sidewalks, walking paths, a trailhead, and other improvements to be placed by Grantee on both the Grantor Property and the Grantee Property, with temporary access across and use of the Grantor Property for such work, and the utilization of a work force, equipment, supplies and materials for all such improvements over, upon and across the Grantor Property and onto the Grantee Property pursuant to this Temporary Easement, the PUD Development Agreement and various other plans, specifications and details attached to and/or described in the PUD Development Agreement and made a part hereof by this reference, in connection with the

construction, installation and development of the Grantee Improvements on the Grantee Property and in connection with the construction, installation and improvements being made by Grantee on the Grantor Property, all of which are specifically referenced in and/or attached to the PUD Development Agreement, which is or will be recorded with the Oakland County Register of Deeds and is incorporated herein by this specific reference.

2. **Term.** The easement herein granted shall automatically terminate effective as of that date hereinafter specified in Section 7, entitled "Duration of Temporary Easement".

3. **Liability Insurance.** Grantee shall maintain or cause its general contractor to maintain a policy or policies of commercial general liability insurance against claims and liability on account of bodily injury, death and property damage incurred upon the Grantor Property arising out of the exercise of the Temporary Easement rights herein granted or otherwise caused by Grantee, its contractors or subcontractors or their respective agents or employees during the term of this Temporary Easement. Such insurance shall be carried in a financially responsible company or companies authorized to do business in Michigan, shall have combined single limits of not less than \$1,000,000.00 per occurrence, and shall designate Grantor as an additional insured. Upon written request from Grantor, Grantee shall provide Grantor a certificate of insurance evidencing compliance with the insuring obligations set forth in this Section 3.

4. **Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits, claims and judgments arising from loss of life, bodily injury and/or property damage on the Grantor Property, other than damages for lost profits, to the extent

caused by the acts or omissions of Grantee, its contractors or subcontractors, or their respective agents or employees during the term of this Temporary Easement.

**5. Restoration and Completion of Improvements by Grantee on Grantor Property.** Not later than sixty (60) days following the Termination Date specified in Section 7 hereof, Grantee shall, without cost to Grantor (except to the extent that Grantor has elected, by separate writing delivered to Grantee, to undertake certain simultaneous work relating to completion of the City Park on the Grantor Property) cause the Grantor Property to be completed as to the improvements, work and other matters permitted to be performed on the Grantor Property as specified in this Temporary Easement and in accordance with the various agreements relating to the work, improvements, landscaping and other matters as detailed in the PUD Development Agreement and its attachments relating to this Temporary Easement incorporated herein by this reference.

**6. General Provisions.** In the exercise of the Temporary Easement rights herein granted, Grantee shall comply with the requirements of all laws, ordinances and regulations of governmental authorities affecting the Grantor Property. All questions with respect to interpretation and construction of this Temporary Easement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Michigan. Nothing contained in this Temporary Easement shall be deemed to create a partnership, joint venture or other joint enterprise between Grantor and Grantee, except that they agree to cooperate and coordinate their efforts and supervision in completing the construction work and improvements to be carried out on the Grantor Property and Grantee Property as referenced in this Temporary Easement and the PUD Development Agreement and its attachments relating to this Temporary Easement. All notices and other communications given hereunder shall only be effective if in writing and if served by registered or certified mail, return receipt requested and all

postage and charges prepaid, or by the U.S. Post Office Express Mail, FedEx or similar overnight courier which delivers only upon signed receipt of the addressee, addressed to Grantor at the address set forth above, and addressed to Grantee at the address set forth above. Subject to the term limitation provisions in Section 2 and Section 7 hereof, this Temporary Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Duration of Temporary Easement.** The Temporary Easement is for the benefit of, and shall be appurtenant to, the Grantee Property and the Grantor Property, since the improvements, earth moving, engineered soil relocation and other matters referenced in this Temporary Easement or the PUD Development Agreement are to be constructed, installed, performed and placed on both the Grantor Property and Grantee Property, and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Grantor Property and the Grantee Property, respectively, and all persons or entities claiming under or through them during the term of this Temporary Easement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Temporary Easement during the term of this Temporary Easement, but only as to the portions of the Grantor Property or Grantee Property acquired by such person or entity. In addition, notwithstanding anything contained herein to the contrary, such person or entity shall be bound by this Temporary Easement only during the period such person or entity has an interest in such Grantor Property or Grantee Property or portions thereof, except as to obligations, liabilities or responsibilities that accrue during the period such interest is held. Although persons and entities may be released under this Section, the easements, covenants, restrictions, rights and obligations set forth herein shall continue to be a servitude upon the Grantor Property and a benefit to the Grantee Property running with the land until termination of this Temporary Easement in accordance with its terms. This Temporary

Easement shall terminate sixty (60) days after Grantee, its agents, employees and contractors have completed the work and improvements specified and required by Grantee under the terms, conditions and exhibits contained in the PUD Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Temporary Easement Agreement effective as of the date first above written.

**"GRANTEE":**

**"GRANTOR":**

**NP TROY, THE CITY OF TROY,  
LLC, a \_\_\_\_\_ limited liability  
company,**

**a Michigan municipal corporation**

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

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

Dane Slater

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

Its: Mayor

And By: \_\_\_\_\_

Aileen Dickson

Its: City Clerk



STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known, and who, being by me duly sworn, did say that he is the Manager of Troy, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

COOPERATIVELY DRAFTED BY:

Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

WHEN RECORDED RETURN TO:

Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**EXHIBIT "A"**  
**GRANTOR PROPETY**

**EXHIBIT "B"**  
**GRANTEE PROPERTY**

**EXHIBIT "C"**

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS  
RELATING TO THIS TEMPORARY EASEMENT ARE NOT ATTACHED TO THIS  
TEMPORARY EASEMENT, BUT ARE INCORPORATED HEREIN BY  
THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN**

**MONUMENT SIGN EASEMENT AGREEMENT**

**THIS MONUMENT SIGN EASEMENT AGREEMENT** (the "Sign Easement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee") and **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real estate described on **Exhibit "A"** attached hereto and incorporated by reference (the "Grantor Property"); and

**WHEREAS**, Grantee desires to install and maintain a monument sign to be placed on a Sign Easement to be located on the Grantor Property which monument sign will identify the name, address and location of the Grantee senior living and memory care residences to be located on the Grantee Property. Both the Monument Sign and the Sign Easement are to be located on the Grantor Property; and

**WHEREAS**, the real property benefitted by the Sign Easement and the Monument Sign as hereafter more fully described, is the Grantee Property described on **Exhibit "B"** attached hereto ("Grantee Property"); and

**WHEREAS**, the Monument Sign and the Sign Easement will be located on that portion of the Grantor Property legally described and surveyed on **Exhibit "C"** attached hereto and

incorporated herein by this reference (the "Sign Easement"), which Sign Easement property is the servitude property under this Sign Easement..

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00), the receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys to the Grantee and Grantee's employees, agents, contractors, suppliers, successors and assigns, without payment of any fee or other charge being made therefor, the perpetual right and easement for installing, erecting, maintaining, replacing, repairing, removing, altering, and operating a Monument Sign, and any and all other necessary appurtenances respecting the Monument Sign now or hereafter located upon the Sign Easement, including a non-exclusive perpetual easement for public utility access, pedestrian, worker and vehicular access, equipment access, placement of construction materials and ingress and egress over, through and across the Sign Easement from public streets and over, through and across other easement access ways granted by Grantor to Grantee and providing for access to the Monument Sign and Sign Easement. The Monument Sign specifications, engineering, description and details are as set forth on Exhibit "D" attached hereto and incorporated herein by this reference (the "Monument Sign").

2. Grantor shall not create, suffer or permit at any time any obstruction to or interference with the access, ingress or egress over, across or upon the Sign Easement nor interfere with the use of the easement granted hereunder.

3. Grantee, at its sole expense, agrees to construct the Monument Sign as shown and described on the Sign Easement Property legally described and surveyed on **Exhibit "C"** attached hereto. Grantee shall, at its sole expense, be responsible to erect, install and place all stone, brick, steel, concrete, installation, structure materials, and covering and lettering on such Monument Sign. Grantee, at its sole expense, shall maintain the Monument Sign and the Sign Easement at all times in first class condition and repair.

4. Grantee shall, at its expense, continuously maintain a broad-form policy or policies of comprehensive public liability insurance providing coverage against claims and liability on account of bodily injury, death and property damage incurred upon or about the Sign Easement. Such insurance shall have a combined single limit of not less than \$1,000,000.00 per occurrence, shall designate Grantor as an additional insured, and shall be carried in a company licensed in the State of Michigan. Upon request, Grantee will provide Grantor a certificate of insurance evidencing compliance with the insuring obligations set forth in this Section.

5. The rights, easements and covenants provided in this Sign Easement shall constitute a servitude on the Sign Easement Property, and shall run with the land. The provisions of this Sign Easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns, and this Sign Easement shall be construed as a perpetual easement, provided that both the Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement entered into between the parties on November 23, 2015, and not as a license or a lease. This Sign Easement shall be governed by and construed in accordance with the laws of the State of Michigan.



**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Monument Sign Easement Agreement as of the date first above written.

*[Signatures on Following Page]*



STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Oakland

**COOPERATIVELY DRAFTED BY:**

Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

**WHEN RECORDED RETURN TO:**

Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**EXHIBIT "A"**

**GRANTOR PROPERTY**

**EXHIBIT "B"**

**GRANTEE PROPERTY**

**EXHIBIT "C"**

**SIGN EASEMENT PROPERTY DESCRIPTION AND SURVEY**

**EXHIBIT "D"**

**MONUMENT SIGN SPECIFICATIONS, ENGINEERING PLANS AND DETAILS**

**RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT**

**THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT** (the "REMA") is made and entered into as of this \_\_\_\_\_ day \_\_\_\_\_ of, 20\_\_\_\_, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("City of Troy) and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Developer").

**RECITALS:**

**A.** City of Troy is the owner of the real property legally described in **Exhibit "A"** attached hereto ("City Property"). Developer is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Developer Property"), which Developer Property is adjacent to the City Property.

**B.** The City Property and Developer Property is presently unimproved property, but it is currently intended by the Parties that a portion of the Developer Property will be developed as senior living and memory care residences complex with related parking areas, entrance way, driveways, landscaping, detention/retention pond, lights, utilities, signage and other improvements to be constructed on the Developer Property and/or on the City Property.

**C.** As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Developer Property, the City and Developer intend to jointly cooperate, plan, participate in and share certain improvements, and the ongoing maintenance,



upkeep, replacement and repair thereof, including certain perpetual easements to be located on the City Property as part of a City Park to be developed on the City Property in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

**D.** As part of the simultaneous development of the City Property and Developer Property, the City of Troy has agreed to grant and share with the Developer certain perpetual easements across the City Property, including the following described specific perpetual easements (the "Perpetual Easements"):

1. Parking Facilities Easement dated of even date herewith;
2. Entrance Drive and Cross-Access Driveway Easement dated of even date herewith;
3. Monument Sign Easement dated of even date herewith;
4. Detention/Retention Facilities Easement dated of even date herewith.

These Perpetual Easements will be constructed and installed on the City Property at Developer's cost for construction and installation of the referenced easement improvements in the areas depicted in the above referenced Perpetual Easements and pursuant to detailed engineering plans and drawings described in a certain PUD Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development dated November 23, 2015 (the "PUD Development Agreement"), to which this REMA is attached and made a part thereof. In addition thereto, the Developer has agreed, in accordance with the PUD Development Agreement, to place certain landscaping, public sidewalks, asphalt pathways, electric lighting, a fountain, underground utilities and other improvements on the City Property both within and outside of the Perpetual Easements and to install, construct and erect significant facilities and improvements on the Developer Property.

E. In addition thereto, the City of Troy has the express right, but not the obligation, to construct and install on the City Property, both within and outside of the Perpetual Easements areas, at the sole cost of the City of Troy, such other improvements and betterments as the City of Troy may determine from time to time in its sole discretion.

F. This REMA is intended to set forth the terms, conditions and agreements between the City of Troy and the Developer with respect to the respective maintenance, upkeep, repair and replacement obligations of the City of Troy and the Developer, both within (a) the Perpetual Easements, and (b) as to other improvements and betterments which the Developer has agreed and is required to erect and install on the City Property pursuant to the PUD Development Agreement; and (c) as to improvements and betterments which the City of Troy may in the future elect to construct or install at its own cost and/or with funds granted by the Developer to the City of Troy for the City of Troy's sole use in constructing and installing other improvements on the City of Troy City Park Property from time to time; and (d) facilities, utilities and other improvements which the Developer is required to construct, erect and install on the Developer's Property pursuant to the PUD Development Agreement.

**NOW, THEREFORE**, for value received, and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, the City of Troy and the Developer do hereby agree that the separate responsibility of each of them with respect to the maintenance, upkeep, repair and replacement and payment of the cost thereof relating to the following: (a) improvements and betterments within the Perpetual Easements and improvements on the City Property; (b) other improvements to be made by the Developer to other parts of the City of Troy City Park Property; (c) other improvements which the City of Troy erects or installs from time to time to other parts of the City Property as part of its development of the City Park Property; and (d) the responsibility of the Developer, only, as to any improvements installed or placed on the

Developer Property pursuant to the PUD Development Agreement are hereafter set forth as follows:

1. Attachment "1" to the REMA, which is attached hereto and made a part hereof, contains a detailed outline of maintenance, upkeep, repair and replacement responsibilities of the City of Troy and the Developer on the Grantor Property (including the Perpetual Easements and other areas of the City Property) and by the Developer on the Developer Property.

2. The full approved engineering drawings and other specific details of the construction of the improvements and betterments to be made by the Developer within the Perpetual Easements; to be made by the Developer on other areas of the City Property; and the improvements, facilities and betterments to be placed by the Developer on the Developer Property, are described in the PUD Development Agreement incorporated herein by reference. The respective responsibilities of the City of Troy and the Developer are detailed in Attachment 1. The responsibility for maintenance, upkeep, repair and replacement of improvements and betterments which the City of Troy hereafter elects to make to the City Park Property are totally the ongoing responsibility of the City of Troy.

3. This Paragraph sets forth a more detailed narrative explanation of the installation and construction of improvements being made, maintenance, upkeep, repair and replacement by the City of Troy and the Developer on the City Property. In the event of any conflict between Attachment 1 and this Paragraph 3, this Paragraph 3 shall control:

**(a) Sidewalks, pathways, drives and parking lot:**

The City of Troy will be responsible for maintenance, upkeep, repair and replacement of all pathways and asphalt or concrete sidewalks on the City of Troy Property. The Developer will be responsible for maintenance, upkeep, repair and replacement of all drives and parking areas on the City of Troy Property and will be responsible for snow removal on all concrete sidewalks, parking and drive areas and for repair of any sidewalks, parking areas and drive areas that are damaged as a result of the snow removal. The City of Troy will allow the Developer to designate certain areas of the parking lot or City of Troy Property for piling of snow. The City of Troy shall include the shared parking lot and drive lanes in its regular street sweeping schedule.

**(b) Landscaping and lawn maintenance:**

The City of Troy shall be responsible for all landscaping and plant maintenance on the City of Troy Property except for any planting beds surrounding the Developer Monument Sign Easement on the City of Troy Property. The Developer will extend the irrigation system to the landscaping areas within the Entrance Drive and Cross Access Driveway Easement and will be responsible for all costs associated with the irrigation system repair and upkeep in that area.

**(c) Fountain/Water feature:**

The Fountain/Water Feature fountain within the Detention/Retention Facilities Easement will include a single floating fountain with a decorative spray pattern with a height no less than 8' and an appropriately sized pump to accommodate flow to provide adequate aeration to the detention/retention pond. The Developer will provide and install the fountain feature. The power circuiting for the water feature will be fed from a panel located within the Developer Property facility, and will be run on a continuous basis. Fountain will be removed and stored by Developer during the winter months where freezing temperatures do not allow for the operation of pump. The Developer will be responsible for all maintenance, upkeep, repair and replacement of this Fountain/Water Feature.

**(d) Site Lighting:**

The Developer will install site lighting over the parking and drive cross-access lane areas on the City of Troy Property and shall pay for the ongoing utility cost, repair, maintenance, upkeep or replacement of the lighting improvements. The circuiting for the lighting will be fed from lighting circuits located on a panel within the Developer facility. Lighting will be controlled by a photocell controller.

**(e) Other Park Amenities/Underground improvements:**

The Developer will provide underground infrastructure for water, sewer, and electric utilities to one designated location on the City of Troy Property for future improvements to be made by the City of Troy. The Developer will have no ongoing maintenance, upkeep, repair or replacement obligations for any improvements constructed or installed by the City of Troy, including improvements installed with funds from the \$50,000 grant provided by the Developer. Upon connection to the water and sewer improvements for public use, the City of Troy will assume all maintenance, upkeep, repair and replacement responsibility of those lines. Electric Utility Infrastructure will include 1 pathway installed per DTE Energy Standards for small service buried primary power conduit.

**(f) Storm Water Improvements:**

The Developer will maintain all underground structures and underground pipes, to ensure proper functionality and flow of water. The Developer will keep the pipes, structures, and area in the immediate vicinity of all inlet and outlet structures reasonably clear of all silt and debris to allow for sufficient drainage of the stormwater facilities.

The City of Troy will perform all landscaping, planting, and general clean up maintenance of the detention/retention facilities within the Perpetual Easements on the City of Troy Property.

4. The City of Troy and the Developer do hereby agree to use their reasonable best efforts at all times to perform their duties and obligations under this REMA to high quality standard of care in a diligent manner. Both Parties acknowledge and recognize that the timing of

the performance of their respective duties and obligations under this REMA will depend upon weather conditions, planting seasons and the availability of materials to perform their duties and obligations under this REMA.

5. The City of Troy Property shall be maintained in a manner consistent with the condition of the Property upon completion of the improvements. All lawns shall be mowed regularly, plantings shall be maintained appropriately, and grounds are to be kept in a clean and presentable manner to ensure public safety. If either Party believes that the other is failing to meet its duties and obligations hereunder in a timely and appropriate manner, it will notify the other Party in writing, identifying therein the details of its objection to the performance by the other Party. The written notice shall be given in accordance with the Notice provisions of Paragraph 10 of this REMA.

The Party receiving the written notice shall have fifteen (15) days to (a) cure such duty or obligation; (b) explain in writing why it cannot be done in fifteen (15) days and indicate in writing the projected time period to complete the duty or obligation; or (c) explain in writing to the other Party why it does not believe it is in violation of its duties and obligations under this REMA. In the event the parties have any disagreement as to whether they are meeting their duties or obligations under this REMA, they agree to meet through their designated representatives and make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute within thirty-five (35) days of the original notice to cure, they may submit the matter or matters in dispute to final and binding arbitration before a single arbitrator at the nearest local office of the American Arbitration Association ("AAA") in accordance with AAA rules of commercial arbitration. In that event, the costs of the arbitration will be equally shared by both Parties, but if the matter must be decided by a written decision of the selected arbitrator,

as opposed to a settlement resolution, the arbitrator may award arbitration costs and reasonable attorney fees to the prevailing party as determined by the arbitrator in his/her sole discretion. In the alternative, this REMA can be enforced in accordance with the terms of the PUD Development Agreement.

If the duty or obligation referenced in the written notice is deemed by the complaining Party providing such written notice to be an emergency, the Party shall explain the detailed nature of the emergency in such written notice to the Party alleged to be in violation. In that event, if the emergency matter is not resolved within two (2) business days after the notice to correct is sent, the complaining Party providing such written notice may elect to correct the alleged emergency duty or obligation and submit a detailed invoice for its costs of correction to the Party alleged to be in violation of its duty or obligation.

If the Party claimed to owe the cost of correction fails or refuses to pay such sums, either Party may submit a claim for the invoice amount to binding and final arbitration in the same manner as specified above in this Paragraph 5. In the alternative, this REMA can be enforced in accordance with the terms of the PUD Development Agreement.

6. This REMA can be amended or modified in writing at any time by written agreement of the Parties hereto, their respective successors or assigns.

7. This REMA shall continue in full force and effect as long as the PUD Development Agreement is in force and effect, except as it may be modified or amended in accordance with Paragraph 6 above.

8. In the event the Developer or its successors and/or assigns discontinues the use of the Developer Property for the purposes contemplated in the PUD Development Agreement and/or the maintenance obligations of the Developer as set forth in this REMA are discontinued for any reason, the City of Troy may notify Developer, its successors or assigns, setting forth the reason or reasons for the City of Troy claimed discontinuance by the Developer of its obligations under this Paragraph, which prior written notice shall be given in accordance with the Notice provision in Paragraph 10 of this REMA, that the City intends to assume such obligations and assess the costs incurred by the City of Troy in doing so as a lien on the Developer Property to be collected in the same manner as provided by law for the collection of real property taxes. If Developer, its successors or assigns, believes in good faith that it has not discontinued its obligations under this Paragraph 8, it shall have fifteen (15) days to (a) cure such discontinued obligation; or (b) explain in writing to the City of Troy why it cannot correct the discontinued obligation in fifteen (15) days and indicate in writing the projected time period to complete the correction of the discontinued obligation; or (c) explain in writing to the City of Troy why it does not believe it is in violation of its duties and obligations under this Paragraph 8 of the REMA. In the event the Parties continue to have any disagreement as to whether Developer has discontinued its duties or obligations under this REMA, the Parties agree to meet through their designated representatives and make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute by written agreement within thirty-five (35) days of the original Notice from the City of Troy, the City of Troy may then exercise all of its rights under this Paragraph 8 including the assumption of maintenance obligations and the imposition of a lien to cover the costs in doing so.

9. The Developer, its successors and assigns, shall indemnify and hold harmless the City of Troy, from and against any and all claims for injuries and/or damages, excluding



therefrom claimed loss of profits, arising out of the Developer's duties and obligations under this REMA, except those claims arising from the negligence or willful misconduct of the City of Troy, its agents, employees, licensees or invitees; provided, however, that in no event is the Developer required to indemnify and hold harmless the City of Troy from and against any and all claims for injuries and/or damages arising out of the duties and obligations of the City of Troy under this REMA.

Likewise, the City of Troy, its successors and assigns, shall indemnify and hold harmless the Developer, its successors and assigns, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of the City of Troy's duties and obligations under this REMA, except those claims arising from the negligence or willful misconduct of the Developer, its agents, employees, licensees or invitees; provided, however, that in no event is the City of Troy required to indemnify and hold harmless the Developer from and against any and all claims for injuries and/or damages arising out of the duties and obligations of the Developer under this REMA.

**10.** All notices, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, addressed to the City of Troy and the Developer at their respective addresses set forth on the first page of this REMA, or at such other address as any Party may designate by notice delivered in accordance with this Paragraph. Each Notice shall be given by registered or certified mail, return receipt requested, with all postage and charges prepaid, or by U.S. Post Office Express Mail, FedEx, or similar overnight courier which delivers only upon signed receipt of the addressee.

All provisions of this REMA shall be covenants running with the land pursuant to applicable Laws. All exhibits referred to herein and attached hereto are incorporated herein by this reference. Any paragraph headings and captions in this REMA are for reference and convenience only and shall not enter into the interpretation hereof. Whenever the context so

requires, the singular shall be deemed to include the plural and the plural the singular, and the masculine, feminine or neuter gender shall be deemed to include any other gender. The terms "hereof", "herein", "hereunder" and similar terms shall be deemed to refer to this REMA. The terms "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

This REMA shall be interpreted in accordance with the Laws of the State of Michigan.

*[Signatures on Following Pages]*

IN WITNESS WHEREOF, Developer has caused this Reciprocal Easement Maintenance Agreement to be executed the day and year first above written

**“Developer”**

NP TROY, LLC  
a Missouri limited liability company

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

Name:

Its: Manager

Dated: \_\_\_\_\_

STATE OF MICHIGAN )

) SS

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, the Manager of NP Troy, LLC, a Missouri limited liability company, on behalf of the company.

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Notary Public, Oakland County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of Oakland

IN WITNESS WHEREOF, the City of Troy has caused this Reciprocal Easement Maintenance Agreement to be executed the day and year first above written.

“City of Troy”

CITY OF TROY, a Michigan Municipal Corporation

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

Name: Dane Slater

Its: Mayor

Dated: \_\_\_\_\_

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

Name: Aileen Dickson

Its: City Clerk

Dated: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Dane Slater, Mayor and Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, Oakland County, Michigan

My Commission Expires: \_\_\_\_\_  
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:

Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

WHEN RECORDED RETURN TO:

Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**ATTACHMENT 1 to REMA**

**DETAILED OUTLINE OF MAINTENANCE, UPKEEP, REPAIR AND REPLACEMENT  
RESPONSIBILITIES OF GRANTOR (CITY OF TROY) AND GRANTEE (DEVELOPER)  
ON GRANTOR PROPERTY (INCLUDING THE PERPETUAL EASEMENTS AND OTHER  
AREAS OF THE CITY PARK PROPERTY) AND BY GRANTEE (DEVELOPER) ON THE  
GRANTEE PROPERTY**

ITEM	GRANTOR/CITY OF TROY RESPONSIBLE FOR MAINTENANCE, UPKEEP, REPLACEMENT AND REPAIR	GRANTEE/DEVELOPER RESPONSIBLE FOR MAINTENANCE, UPKEEP, REPLACEMENT AND REPAIR
<b>GRANTOR/CITY PARK PROPERTY PERPETUAL EASEMENT AND OTHER LOCATIONS</b>		
Concrete Sidewalks – Snow Removal  (including along Livernois Road and connecting sidewalks from parking lot to Developer assisted living facility, but <i>excluding</i> asphalt or concrete pathways)		X
Concrete Sidewalks – Slab Replacement/Repairs	X	
Asphalt Pathways – Snow Removal	X	
Asphalt Pathways – Surface Repairs	X	
Parking Lot/Entry Drive Easement – Repair and Resurfacing/Restriping		X

Parking Lot/Entry Drive Easement Sweeping	X	
Parking Lot/Entry Drive Easement – Snow Removal		X
Parking Lot Easement Lighting – Electricity Cost		X
Parking Lot Easement Lighting - Repair/replace Fixtures Bulbs, electrical conduit and wires as necessary		X
City Park Lighting (Non Parking Lot Easement) – Electricity Cost	X	
City Park Lighting (Non Parking Lot Easement) - Repair/replace Fixtures Bulbs, electrical conduit and wires as necessary	X	
Storm Water Detention/Retention Easement (Including Bio Swales) – Grass cutting, weed removal, bank stabilization, general cleanup, dredging and repair	X	
Storm Water Detention/Retention Easement - Keep pipes and drains reasonably clear of debris		X
Fountain – Mechanical Maintenance, Repair and Replacement and Storage		X
City Park Amenities (All Buildings, Structures, Fences/Gates) – Maintenance, Repair and Replacement	X	
City Park Amenities – Electricity Cost	X	
City Park Trash Pickup/Dog Waste Pick-up and Bag Replacement	X	
Ancillary City Park Amenities (including but not limited to Benches, Trash Cans, Bicycle Racks) – Maintenance, Repair and Replacement	X	

Turf Grass – Grass Cutting, Sod Replacement, Weed Maintenance, Repairs and Replacement on City of Troy Property	X	
City Park Landscaping (All non-turf grass Plant Materials including trees, shrubs, flowers) – Pruning, Watering, Replacement	X	
Assisted Living Facility Ground Sign Easement – Maintenance/Repair/Replacement		X
Signage for City Park, Wayfinding Signage, Traffic Signage – Maintenance/Repair/Replacement	X	
Underground Utilities included in the PUD improvements by Developer – Water, Sanitary Sewer, Storm Sewer, etc – Maintenance and Repair		X
All Future Improvements to City Park not included in the PUD Agreement improvements by Developer – Maintenance, Repair, Replacement and Utility Costs	X	
<b>GRANTEE/DEVELOPER/GRANTEE PROPERTY</b>		
All Facilities, Utilities and Improvements on Grantee Property, Maintained by Grantee/Developer		X



# **EXHIBIT E PRELIMINARY SITE PLAN**



**Exhibit C**

**Parking Easement**

See attached.

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

LIBER 49373 PAGE 530  
\$58.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
05/17/2016 02:35:36 PM RECEIPT# 53928  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

2016 MAY 17 PM 2:13

**EASEMENT FOR PARKING LOT  
AND FOR JOINT PARKING FACILITIES**

**THIS EASEMENT FOR PARKING LOT AND FOR JOINT PARKING FACILITIES** (the "Parking Facilities Easement") is made and entered into as of this 10<sup>th</sup> day of May, 2016, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

**RECITALS:**

A. Grantor is the owner of the real property legally described in Exhibit "A" attached hereto ("Grantor Property"), and Grantee is the owner of the real property legally described in Exhibit "B" attached hereto ("Grantee Property"), which property is adjacent to Grantor Property.

B. Each of the Grantor Property and Grantee Property is presently unimproved property, but it is currently intended by the parties that a portion of the Grantee Property will be developed as senior living and memory care residences complex with related parking areas, driveways, utilities and other improvements to be constructed thereon.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, plan, participate in and share certain improvements, including this Parking Facilities Easement and other easements to be located on the Grantor Property as part of a City Park to be developed on the Grantor Property in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.



**OK - LG**

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee certain easements across Grantor Property, including this Parking Facilities Easement, for the construction of a parking lot, parking lanes, curbing, a water detention and water feature, landscaping and electric illumination within this Parking Facilities Easement. These parking lot improvements will be installed on the Grantor Property at Grantee's cost for construction of the referenced improvements in the areas depicted and in the manner specified in detailed engineering plans and drawings attached to a certain Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development dated November 23, 2015(the "PUD Development Agreement") to which this Parking Facilities Easement is attached and made a part thereof.

**NOW, THEREFORE,** for value received, and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Parking Facilities Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Parking Facilities Easement as follows:

1. **Easements.** Grantor does hereby remise, release and forever grant unto Grantee, a perpetual non-exclusive easement for the construction, installation and improvement, of parking lot facilities with landscaped islands, parking lanes, parking spaces, a water detention and water run-off feature, landscaping, overhead lighting and other necessary improvements (the "Parking Lot Facilities") in, under, upon, over and through the Parking Facilities Easement, all in accordance with the Parking Facilities Easement legal description and survey attached hereto as Exhibit "C" and detailed improvements thereto as set forth in the PUD Development Agreement and attachments thereto incorporated herein by this reference. The Parking Facilities

Easement herein granted and reserved is for use by and benefit of Grantee and Grantor, and their respective successors and assigns, as the record fee owners from time to time, of all or any portion of the Grantor Property and/or the Grantee Property. This Parking Facilities Easement is designed to serve the needs and requirements of both the Grantor and Grantee Properties. The Parking Lot Facilities and all incidental improvements thereto are to be constructed by Grantee as part of a certain engineering plan for parking lot, landscaping, parking sites, parking access lanes, overhead lighting, water detention/retention, a water feature, parking lot access and other improvements thereto, prepared by Professional Engineering Associates, Inc., working in cooperation with the staff personnel of Grantor, as set forth in the PUD Development Agreement, and will at all times serve the needs and requirements of both the Grantor Property and Grantee Property.

2. **Development and Operation.** Grantor and Grantee have jointly participated in the design and engineering of the Parking Lot Facilities Easement and the engineering plan for the Parking Lot Facilities Easement attached to and made a part of the above referenced PUD Development Agreement. Grantor and Grantee will not interfere with or jeopardize the construction, operation, reconstruction, preservation, and use of the Parking Facilities Easement for the use and benefit of both the Grantor Property and Grantee Property. Grantor and Grantee shall not, except as required for construction of the Parking Lot Facilities, erect, install or place any structures, materials, devices, things or matters within the Parking Facilities Easement which obstruct or impede the use of the Parking Lot Facilities by the Grantor or Grantee, their heirs, successors, invitees, and licensees, or impede or interrupt the normal flow and design for flow of surface water to, over, or within or from the Parking Facilities Easement, without obtaining the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed. Additionally, the Parties agree that after completion and installation of the Parking Lot Facilities, upon prior written notice to Grantee, Grantor may, at its reasonable election, and its

sole cost, further improve, alter, or expand the Parking Lot Facilities (the "Grantor Improvements"), at Grantor's sole cost, in order to facilitate further development of the Grantor Property into a City Park, provided, however, that at all times, such Parking Facilities Easement shall be maintained to adequately handle the overflow Grantee parking requirements in the normal course of business from the Grantee Property and the Parking Lot Facilities, while possibly expanded and/or modified by Grantor at Grantor's sole cost, will also continue to exist at least in its present location in accordance with Exhibit "C" hereto.

3. Maintenance of the Parking Lot Easement During Construction of Parking Lot Facilities.

Maintenance of the Parking Lot Facilities During Construction of the Parking Lot Facilities by Grantee in Accordance with the Approved Engineering Plans. Commencing with (i) the start of construction by Grantee of any improvements permitted or required by Grantee on the Parking Facilities Easement on Grantor Property, or (ii) the date Grantee performs any action to improve, alter or install all or any portion of the Parking Lot Facilities pursuant to the approved engineering plans attached to the PUD Development Agreement, Grantee, at Grantee's sole expense, shall be responsible for the construction, maintenance, repair and restoration, if necessary, of the Parking Lot Facilities within or in proximity of the Parking Facilities Easement, including, without limitation, obtaining all necessary improvement or repair permits from the City of Troy prior to performing any construction work on the Parking Lot Facilities. Grantee and Grantor, their respective agents, employees, contractors, suppliers and equipment shall have access to Grantor Property as necessary to complete the required work under the approved engineering plans referenced herein. Upon completion of construction of the Parking Facilities under the approved engineering plans referenced herein, the maintenance, repairs and upkeep of the Parking Facilities Easement shall be carried out pursuant to the Reciprocal Easement

Maintenance Agreement between Grantor and Grantee of even date which is incorporated herein by this reference.

4. **Duration.** The Parking Facilities Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to, the Grantee Property. The Parking Facilities Easement shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Parking Facilities Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall continue in perpetuity, provided that both Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Parking Facilities Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Parking Facilities Easement for parking from or to its Property. Although persons and entities may be released under this Paragraph if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Parking Facilities Easement running with the land in perpetuity, except as provided above.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Parking Facilities Easement as of the date first above written.

*[Signatures on Following Page]*



"GRANTEE":

NP TROY, LLC  
a Missouri limited liability  
company,

By: [Signature]  
NATHANIEL HAGEDORN  
Its: Manager

"GRANTOR":

THE CITY OF TROY,  
a Michigan municipal corporation

By: [Signature]  
Dane Slater  
Its: Mayor

And By: [Signature]  
Aileen Dickson  
Its: City Clerk

STATE OF Missouri )  
COUNTY OF Platte ) SS

On this 5<sup>th</sup> day of May, 2016, before me appeared Nathaniel Hagedorn, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

[Signature]  
Print Name: Amy M. Smith  
Notary Public, Clay County, Missouri  
My Commission Expires: December 1, 2017  
Acting in the County of Platte

AMY M. SMITH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: December 1, 2017  
Commission # 13552804

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this 10th day of May, 2016, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

**CHERYL A STEWART**  
Notary Public-State of Michigan  
County of Oakland  
My Commission Expires May 3, 2019  
Acting in Oakland County

Cheryl A Stewart  
Print Name: Cheryl A. Stewart  
Notary Public, Oakland County, Michigan  
My Commission Expires: May 3, 2019  
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:

Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

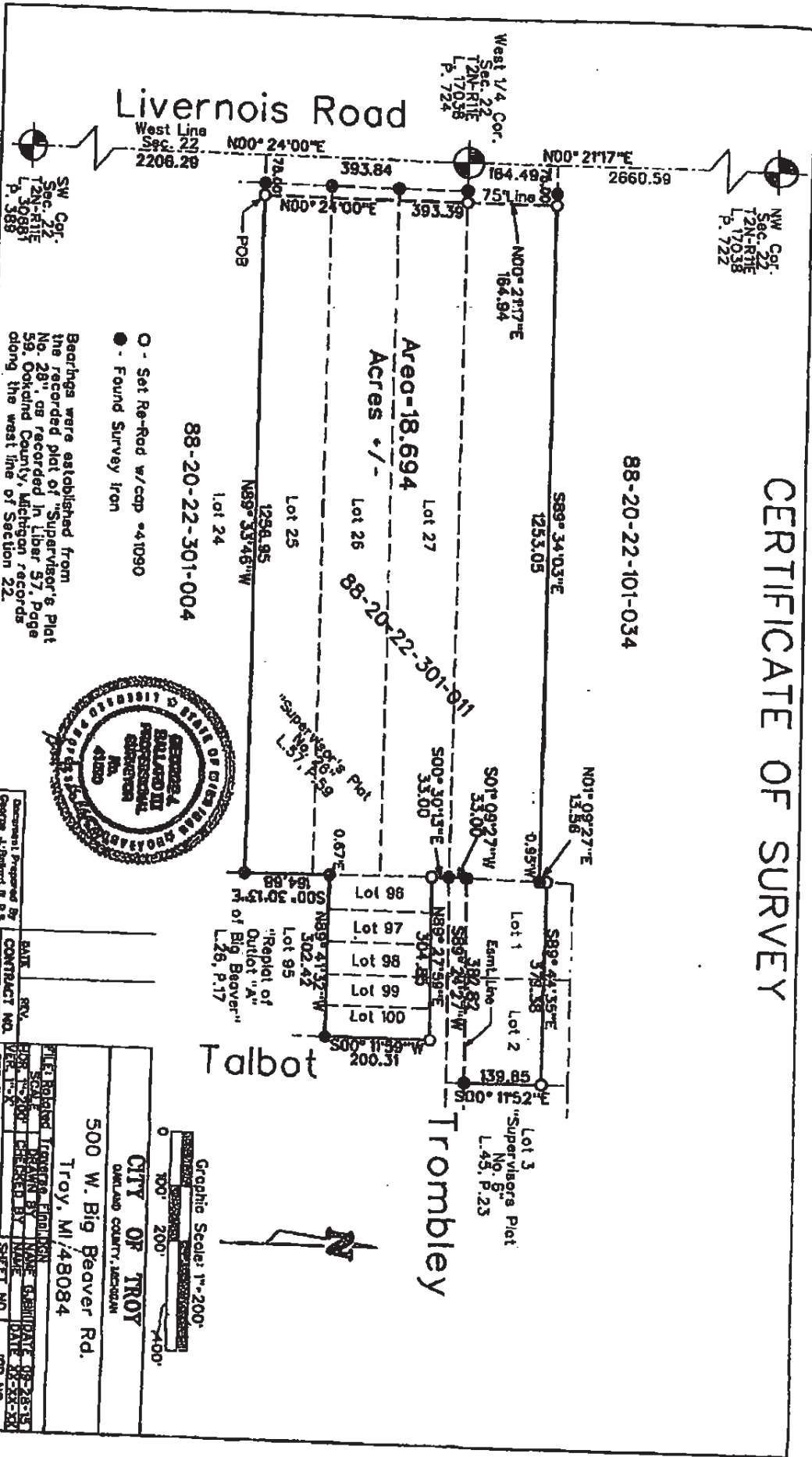
WHEN RECORDED RETURN TO:

Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**EXHIBIT "A"**  
**GRANTOR PROPERTY**

# CERTIFICATE OF SURVEY

88-20-22-101-034



Bearings were established from the recorded plot of "Superior's Plat No. 28", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.

O - Set Re-Rod w/cdp #41090  
 ● - Found Survey Iron

88-20-22-301-004



Document Prepared By  
 George A. Beard, L.S., P.E.  
 Land Surveyor

DATE  
 CONTRACT NO.  
 XX-XX

FILED  
 TROY, MI  
 500 W. Big Beaver Rd.  
 TROY, MI 48084  
 CITY OF TROY  
 OAKLAND COUNTY, MICHIGAN

Graphic Scale: 1"=200'  
 0 100' 200' 400'

CITY OF TROY

500 W. Big Beaver Rd.

TROY, MI 48084

FILED  
 TROY, MI  
 500 W. Big Beaver Rd.  
 TROY, MI 48084  
 CITY OF TROY  
 OAKLAND COUNTY, MICHIGAN

DATE  
 CONTRACT NO.  
 XX-XX

DATE  
 SHEET NO.  
 JOB NO.  
 15.917.4

**Description of Parcel:**

Lot 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisor's Plat No. 8", as recorded in Liber 46, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot 'A' of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2208.29 feet and South 88 degrees 33 minutes 48 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernolds Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet; thence South 89 degrees 34 minutes 03 seconds East 1263.05 feet to the west line of said Lot 1 of said "Supervisor's Plat No. 8" thence North 01 degrees 08 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.58 feet; thence South 89 degrees 44 minutes 35 seconds East, 376.38 feet to the east line of Lot 2 of said "Supervisor's Plat No. 8"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.85 feet to the north line of a platted easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 08 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot 'A' of Big Beaver", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot 'A' of Big Beaver", 133.00 feet to the northwest corner of said Lot 89; thence North 89 degrees 27 minutes 59 seconds East (recorded as South 89 degrees 20 minutes 00 seconds East, 304.90 feet), along the north line of said Lot 89 through 100, inclusive, 304.85 feet to the northeast corner of Lot 100; thence South 00 degrees 11 minutes 58 seconds West, 200.31 feet (recorded as 183.80 feet) to the southwest corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lot 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 96 and the east line of said "Supervisor's Plat No. 26"; thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 184.88 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.85 feet to the east line of Livernolds Road and the Point of Beginning. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-361-011

**Certification:**

I, hereby certify that I have surveyed and mapped the land above plotted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

*George J. Ballard III*  
George J. Ballard III, P.S.

Date 9-28-2015

**Witness Ties**

SW Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
S65° E. 50.36'-PK in SW Cor. of Pole Base  
N88° E. 48.70'-PK in NW Cor. Light Pole Base  
N85° W. 52.85'-PK in NE Cor. Pole Base  
S75° W. 52.35'-Nail in SE Cor. Ped. Signal Pole Base

West 1/4 Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
N83° W. 55.97'-PK/Washer SW-Face PP  
N49° E. 91.36'-PK/Washer NW-Face PP  
S37° W. 107.94'-PK/Washer NW-Face PP  
East, 75.00'-1/2" Ra-Rod \*41090

NW Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
N55° E. 76.33'-"X" T/SW Bolt of Pole  
S42° E. 79.73'-Remon. N/T NE-Face PP  
S41° W. 77.67'-Remon. N/T SE-Face PP  
N35° W. 88.82'-Troy N/T SW-Face PP



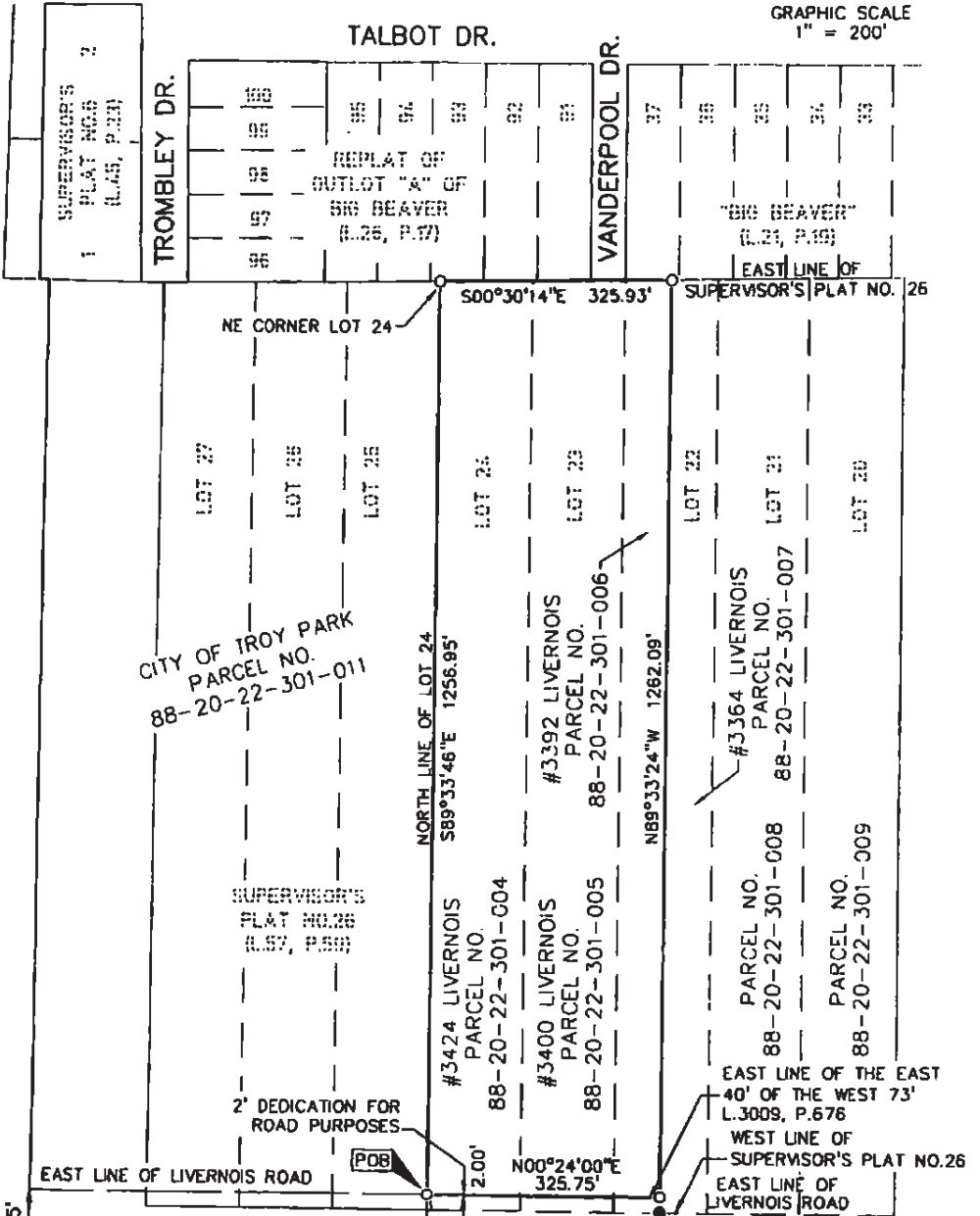
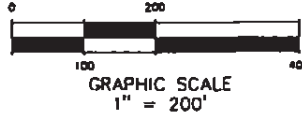
**CITY OF TROY**  
OAKLAND COUNTY, MICHIGAN  
500 W. Big Beaver Rd.  
Troy, MI 48084

Document Prepared By George J. Ballard III, P.S. Land Surveyor	DATE N/A	CONTRACT NO.	FILED REGISTERED FOR TROY	DRAWN BY NAME	DATE 08-28-15
			VERIFIED BY NAME	CHECKED BY NAME	DATE 08-28-15
			STEVEN J. VANDETTIE, P.E. CITY ENGINEER	SHEET NO. 20F2	JOB NO. 15.917.4

**EXHIBIT "B"**

**GRANTEE PROPERTY**

EXHIBIT "B"  
CERTIFICATE OF SURVEY



WEST LINE OF SEC. 22  
NORTHWEST CORNER SECTION 22, T.2N., R.11E, L.17038, P.722

WEST 1/4 SECTION 22, T.2N., R.11E, L.17038, P.724

SOUTHWEST CORNER SECTION 22, T.2N., R.11E, L.30681, P.389

**BASIS OF BEARING:**  
WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO. 26", AS RECORDED IN LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.



*Daniel Cole*



**PEA, Inc.**  
2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
T: 248.683.8090  
F: 248.683.1044  
www.peainc.com

- LEGEND:**
- ⊕ SECTION CORNER FOUND
  - FOUND IRON
  - SET IRON

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: 1" = 200'	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 1 of 2

EXHIBIT "B"  
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:

(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22;

thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;

thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";

thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;

thence N88°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;

thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.

Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East

(Monument w/ remon cap in monument box)

- S65°E 50.36' - PK nail in Southwest face of pole base
- N88°E 48.70' - PK nail in Northwest face of light pole base
- N65°W 52.85' - PK nail in Northeast face of pole base
- S75°W 52.35' - Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East

(Monument w/ remon cap in monument box)

- N63°W 55.97' - PK nail w/ washer in Southwest face of power pole
- N49°E 91.36' - PK nail w/ washer in Northwest face of power pole
- S37°W 107.94' - PK nail w/ washer in Northwest face of power pole
- EAST 75.00' - 1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East

(Monument w/ remon cap in monument box)

- N55°E 76.33' - Chiseled "X" in top of Southwest bolt of pole
- S42°E 79.73' - Nail w/ remon tag in Northeast face of power pole
- S41°W 77.67' - Nail w/ remon tag in Southeast face of power pole
- N35°W 88.62' - Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22  
20-22-301-005 Pt Lot 23  
20-22-301-004 Pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that there are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970 as amended. The seller of this property is required to record this instrument at the time of sale.



3/11/16  
DATE:

*Daniel L. Cole*

Daniel L. Cole, P.S. #59791  
An Agent for PEA, Inc.



PEA, Inc.

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.889.8030  
f: 248.888.1044  
www.peainc.com

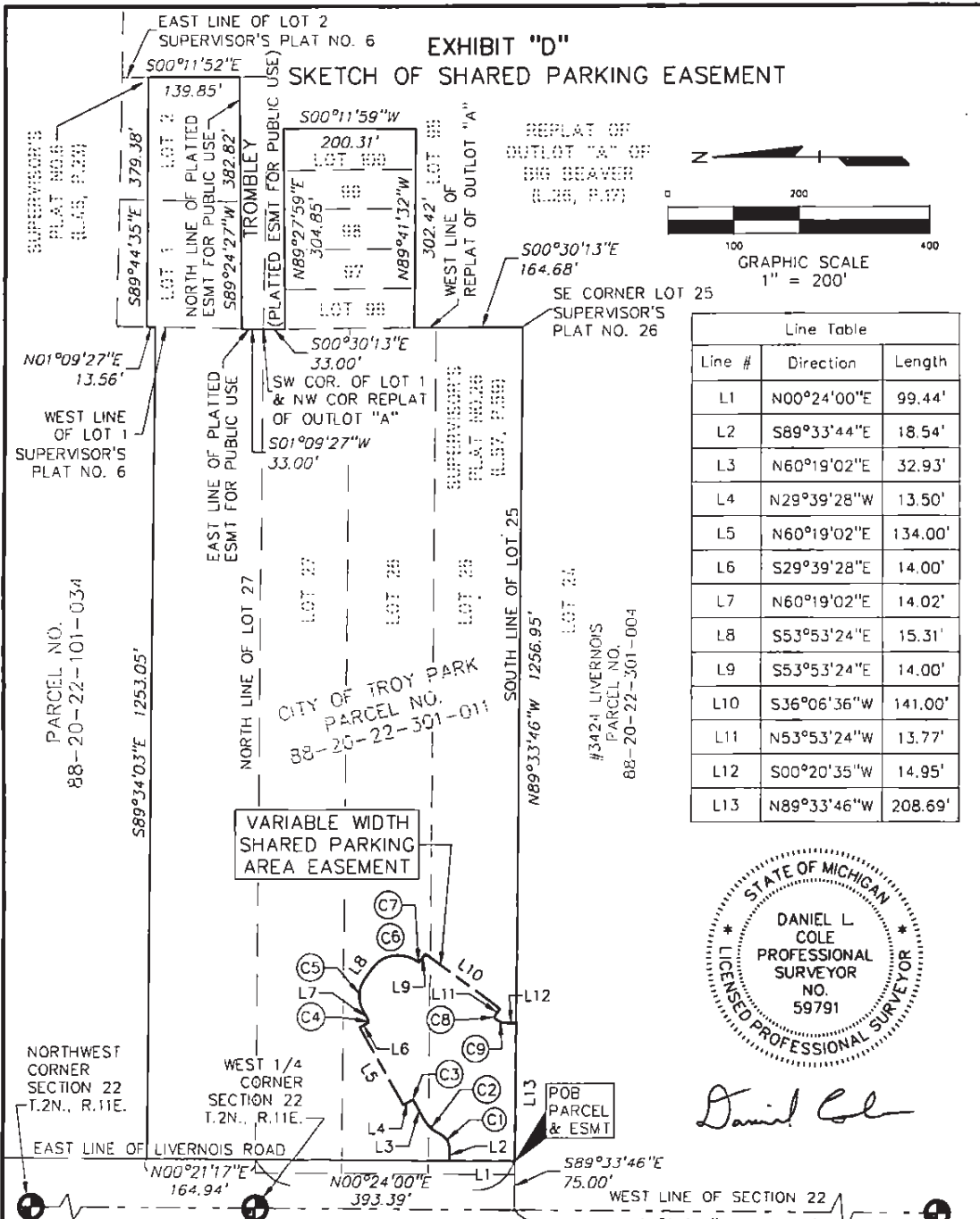
CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: -	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 2 of 2



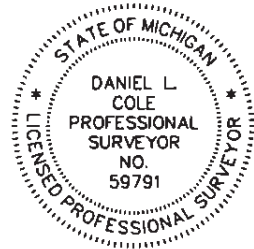
**EXHIBIT "C"**

**LEGAL DESCRIPTION AND SURVEY OF  
THE PORTION OF GRANTOR PROPERTY ON WHICH  
THE PARKING FACILITIES EASEMENT IS LOCATED**

EXHIBIT "D"  
SKETCH OF SHARED PARKING EASEMENT



Line Table		
Line #	Direction	Length
L1	N00°24'00"E	99.44'
L2	S89°33'44"E	18.54'
L3	N60°19'02"E	32.93'
L4	N29°39'28"W	13.50'
L5	N60°19'02"E	134.00'
L6	S29°39'28"E	14.00'
L7	N60°19'02"E	14.02'
L8	S53°53'24"E	15.31'
L9	S53°53'24"E	14.00'
L10	S36°06'36"W	141.00'
L11	N53°53'24"W	13.77'
L12	S00°20'35"W	14.95'
L13	N89°33'46"W	208.69'



*Daniel Cole*

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	28.69'	24.50'	67°05'14"	N56°53'39"E	27.08'
C2	31.94'	49.50'	36°58'00"	N41°50'02"E	31.39'
C3	4.71'	3.00'	89°58'30"	N15°19'47"E	4.24'
C4	3.93'	2.50'	90°01'30"	S74°40'13"E	3.54'
C5	56.84'	49.50'	65°47'50"	S86°47'19"E	53.77'
C6	77.83'	49.50'	90°05'33"	S08°50'37"E	70.06'
C7	3.93'	2.50'	90°05'33"	S08°50'37"E	3.54'
C8	3.57'	2.50'	81°47'49"	S85°12'42"W	3.27'
C9	19.27'	25.50'	43°18'23"	S22°42'33"W	18.82'

LIVERNOIS ROAD  
(75' HALF WIDTH)



**PEA, Inc.**  
2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.883.9090  
f: 248.883.1044  
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CLIENT: <b>NORTH POINT DEVELOPMENT</b> 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: 1" = 200'	JOB No: 2015141
	DATE: 11-10-15	DWG. No: 1 of 2

EXHIBIT "D"  
LEGAL DESCRIPTIONS

Legal Description - Parcel:

(Per Certificate of Survey prepared by George J Ballard III, PS #41090, dated 9/28/15)

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisor's Plat No. 6", as recorded in Liber 45, Page 25 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A" of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence N00°24'00"E, along the West line of said Section 22, 2206.29 feet and S89°33'46"E 75.00 feet to the POINT OF BEGINNING being on the East line of Livernois Road and the South line of said Lot 25; thence N00°24'00"E, along said East line, 393.39 feet to the North line of said Lot 27; thence continuing along said East line, N00°21'17"E 164.94 feet; thence S89°34'03"E 1253.05 feet to the West line of said Lot 1 of said "Supervisor's Plat No. 6"; thence N01°09'27"E (recorded as N01°35'00"E), along said West line, 13.56 feet; thence S89°44'35"E, 376.38 feet (measured 379.38 feet) to the East line of Lot 2 of said "Supervisor's Plat No. 6"; thence S00°11'52"E, along said East line, 139.85 feet to the North line of a platted easement for public use; thence S89°24'27"W, along said North line of easement, 382.82 feet to the West line of said Lot 1; thence S01°09'27"W (recorded as S01°35'00"W), along said West line, 33.00 feet to the Southwest corner of said Lot 1 and the Northwest corner of said "Replat of Outlot "A" of Big Beaver", thence S00°30'13"E (recorded as S00°15'00"W), along the West line of said "Replat of Outlot "A" of Big Beaver", 33.00 feet to the Northwest corner of said Lot 96; thence N89°27'59"E (recorded as S89°20'00"E, 304.90 feet), along the North line of said Lots 96 through 100, inclusive, 304.85 feet to the Northeast corner of Lot 100; thence S00°11'59"W, 200.31 feet (recorded as 199.60 feet) to the Southeast corner of Lot 100; thence N89°41'32"W, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the Southwest corner of said Lot 96 and the East line of said "Supervisor's Plat No. 26", thence S00°30'13"E (recorded as S00°30'00"E), along the said East line, 164.68 feet to the Southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence N89°33'46"W, along the South line of said Lot 25, 1256.95 feet to the East line of Livernois Road and the POINT OF BEGINNING. Containing 814,321 Square Feet or 18,694 Net Acres more or less and being subject to all encumbrances of record.

2022-301-011

Legal Description - Variable Width Shared Parking Area Easement:

(Per PEA, Inc.)

A variable width shared parking area easement over the above described parcel, being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the Southwest Corner of said Section 22;

thence along the West line of said Section 22, N00°24'00"E, 2206.29 feet; thence S89°33'46"E, 75.00 feet to the intersection of the East line of Livernois Road and the South line of Lot 25 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records and the POINT OF BEGINNING;

thence along said easement the following twenty-two (22) courses:

- 1) along said East line of Livernois Road, (L1) N00°24'00"E, 99.44 feet;
- 2) (L2) S89°33'44"E, 18.54 feet;
- 3) (C1) 28.69 feet along the arc of a curve to the left, having a radius of 24.50 feet, a central angle of 67°05'14", and a chord bearing N56°53'39"E, 27.08 feet;
- 4) (C2) 31.94 feet along the arc of a curve to the right, having a radius of 49.50 feet, a central angle of 36°58'00", and a chord bearing N41°50'02"E, 31.39 feet;
- 5) (L3) N60°19'02"E, 32.93 feet;
- 6) (C3) 4.71 feet along the arc of a curve to the left, having a radius of 3.00 feet, a central angle of 89°58'30", and a chord bearing N15°19'47"E, 4.24 feet;
- 7) (L4) N29°39'28"W, 13.50 feet;
- 8) (L5) N60°19'02"E, 134.00 feet;
- 9) (L6) S29°39'28"E, 14.00 feet;
- 10) (C4) 3.93 feet along the arc of a curve to the left, having a radius of 2.50 feet, a central angle of 90°01'30", and a chord bearing S74°40'13"E, 3.54 feet;
- 11) (L7) N60°19'02"E, 14.02 feet;
- 12) (C5) 56.84 feet along the arc of a curve to the right, having a radius of 49.50 feet, a central angle of 65°47'50", and a chord bearing S86°47'19"E, 53.77 feet;
- 13) (L8) S53°53'24"E, 15.31 feet;
- 14) (C6) 77.83 feet along the arc of a curve to the right, having a radius of 49.50 feet, a central angle of 90°05'33", and a chord bearing S08°50'37"E, 70.06 feet;
- 15) (C7) 3.93 feet along the arc of a curve to the left, having a radius of 2.50 feet, a central angle of 90°05'33", and a chord bearing S08°50'37"E, 3.54 feet;
- 16) (L9) S53°53'24"E, 14.00 feet;
- 17) (L10) S36°06'36"W, 141.00 feet;
- 18) (L11) N53°53'24"W, 13.77 feet;
- 19) (C8) 3.57 feet along the arc of a curve to the left, having a radius of 2.50 feet, a central angle of 81°47'49", and a chord bearing S85°12'42"W, 3.27 feet;
- 20) (C9) 19.27 feet along the arc of a curve to the left, having a radius of 25.50 feet, a central angle of 43°18'23", and a chord bearing S22°42'33"W, 18.82 feet;
- 21) (L12) S00°20'35"W, 14.95 feet to the aforementioned South line of Lot 25 and;
- 22) along said South line, (L13) N89°33'46"W, 208.69 feet to the aforementioned East line of Livernois Road and the POINT OF BEGINNING.

Containing ±51,458 square feet or ±1.18 acres of land.



**PEA, Inc.**

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
T: 248 669 9030  
F: 248 669 1044  
www.peainc.com

CLIENT:  
**NORTH POINT DEVELOPMENT**  
5015 NW CANAL STREET, SUITE 200  
RIVERSIDE, MO 64150

SCALE: -

JOB No: 2015141

DATE: 11-10-15

DWG. No: 2 of 2

**EXHIBIT "D"**

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS  
RELATING TO THIS PARKING FACILITIES EASEMENT ARE NOT ATTACHED TO  
THIS EASEMENT, BUT ARE INCORPORATED HEREIN BY THIS REFERENCE  
AS THOUGH FULLY SET FORTH HEREIN**

**Exhibit D**

**Water Easement**

See attached.

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

LIBER 49373 PAGE 547  
\$61.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
05/17/2016 02:35:36 PM RECEIPT# 53928  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

2016 MAY 17 PM 2: 18

**EASEMENT FOR WATER DETENTION/RETENTION  
AND FOR JOINT DETENTION/RETENTION FACILITIES**

**THIS EASEMENT FOR WATER DETENTION/RETENTION AND FOR JOINT  
DETENTION/RETENTION FACILITIES** (the "Detention/Retention Facilities Easement") is  
made and entered into as of this 10th day of May, 2016, by and between **THE  
CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver  
Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability  
company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150  
("Grantee").

**RECITALS:**

A. Grantor is the owner of the real property legally described in Exhibit "A"  
attached hereto ("Grantor Property"), and Grantee is the owner of the real property legally  
described in Exhibit "B" attached hereto ("Grantee Property"), which property is adjacent to  
Grantor Property.

B. Each of the Grantor Property and Grantee Property is presently unimproved  
property, but it is currently intended by the parties that a portion of the Grantee Property will be  
developed as senior living and memory care residences complex with related parking areas,  
driveways, utilities and other improvements to be constructed thereon.

C. As part of a Development Agreement for the Stonecrest Senior Living and  
Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly  
cooperate, plan, participate in and share in the cost of certain improvements, including this  
Detention/Retention Facilities Easement and other easements to be located on the Grantor  
Property as a City Park in accordance with the City of Troy Planned Unit Development  
provisions of its Zoning Ordinance.

OK-LG

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee a perpetual easement for the construction of storm water detention/retention facilities and related water features, landscaping and an electrically operated fountain on the Grantor Property, at Grantee's cost for construction of the referenced improvements in the areas depicted and in the manner approved and specified in detailed engineering drawings attached to a certain PUD Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed city Park Planned Unit Development Agreement to which this Detention/Retention Facilities Easement is attached and made a part of as though fully set forth herein.

NOW, THEREFORE, for value received and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Detention/Retention Facilities Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Detention/Retention Facilities Easement as follows:

1. **Easements.** Grantor does hereby remise, release and forever grant unto Grantee, a perpetual non-exclusive easement for the installment, construction, and improvement, of storm water detention/retention facilities with water features, fountain and landscaping (the "Detention/Retention Facilities") in, under, upon, over and through the Detention/Retention Facilities Easement. The Detention/Retention Facilities Easement herein granted and reserved is for use by and the benefit of both Grantee and Grantor, and their respective successors and assigns, as the record fee owners from time to time, of all or any portion of the Grantor Property and/or the Grantee Property. It will provide necessary water detention/retention of surface water designed to serve the needs and requirements of both the Grantor and Grantee Properties. The Detention/Retention Facilities and all incidental improvements thereto are to be constructed as

part of the PUD Development Agreement and will at all times serve the needs and requirements of both the Grantor and Grantee Properties. The legal description and survey of the area of the Grantee Property on which the Detention/Retention Facilities Easement is located is attached hereto as Exhibit "C".

2. **Development and Operation.** Grantor and Grantee have jointly participated in the design and engineering of the Detention/Retention Facilities Easement and the engineering detention/retention plans. Grantor and Grantee will not interfere with or jeopardize the construction, operation, reconstruction, preservation, and use of the Detention/Retention Facilities Easement for the use and benefit of both the Grantor Property and Grantee Property. Grantor and Grantee shall not erect, install or place any structures, materials, devices, things or matters which obstruct or impede the normal flow and design of surface water to, over, or within or from the Detention/Retention Facilities Easement in accordance with the engineering detention/retention plans as described in the PUD Development Agreement without obtaining the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed. Additionally, the Parties agree that after completion and installation of the Detention/Retention Facilities Easement, upon prior written notice to Grantee, Grantor may, at its reasonable election, further improve, or expand the Detention/Retention Facilities (the "Grantor Improvements"), at Grantor's sole cost, to facilitate further development of the Grantor Property into a City Park, provided, however, that at all times, such Detention/Retention Facilities Easement shall be maintained to adequately handle the surface water from and storm and surface water storage needs of the Grantee Property and any other properties flowing naturally into such Detention/Retention Facilities Easement.



3. **Rights of Grantee to Install Storm Water Drainage Pipe From Grantee Property into the Detention/Retention Facilities Easement and to Remove or Relocate Soils Located Within the Detention/Retention Facilities Easement to Areas of Grantor Property Where Needed or to Relocate Soils to Grantee Property or to Remove Soils from the Detention/Retention Facilities Easement to Other Locations if Not Required to be Retained for Grantor Property.** Grantee shall have the right, pursuant to the engineering detention/retention plans described in the PUD Development Agreement, to remove soils from the Detention/Retention Facilities Easement and to place them on Grantee's Property as additional land fill or land balancing or to remove any excess soils from the Detention/Retention Facilities Easement or Grantor's Property, all at Grantee's sole cost, except that if the Grantor elects to retain any of such excess soils for Grantor's own use on other areas of the Grantor Property or elsewhere, it can do so at its sole cost. Grantee can also install storm and/or surface water pipe installations or drainage from Grantee Property to the Detention/Retention Facilities Easement and install a water fountain connected electrically to the parking lot light system on Grantor Property and construct and install all other improvements required of Grantee under the engineering detention/retention plans which are a part of the PUD Development Agreement.

4. **Maintenance During Construction of Detention/Retention Facilities.**

4.1 **Maintenance During Construction of Detention/Retention Facilities by Grantee in Accordance with engineering detention/retention plans.** Prior to the earlier of (i) the start of construction by Grantee of any improvements permitted or required by Grantee on all or any portion of the Grantor Property which utilize the Detention/Retention Facilities for storm water or surface water drainage or detention/retention from the Grantor or Grantee Properties, or (ii) the date Grantee performs any action to improve, alter or relocate all or any portion of the

Detention/Retention Facilities pursuant to the engineering detention/retention plans. Grantee, at Grantee's sole expense, shall be responsible for the construction, maintenance, repair and restoration, if necessary, of the Detention/Retention Facilities within or in proximity of the Detention/Retention Facilities Easement, including, without limitation, keeping the Detention/Retention Facilities Easement open during such Detention/Retention Facilities construction, and keeping the Detention/Retention Facilities in good working conditions or repair, if necessary, during construction, and shall obtain all necessary improvement or repair permits from the City of Troy prior to performing any construction work on the construction and installation of the Detention/Retention Facilities and the fountain to be placed in accordance with the engineering detention/retention plans. During such construction, excess sediment, if any, shall be removed and disposed of at an offsite approved disposal location when and if the elevation of sediment in the Detention/Retention Facilities Easement is equal to the sediment removal elevation shown and required on the engineering detention/retention plans. Grantee and Grantor, their respective agents, employees, contractors, suppliers and equipment shall have access to Grantor Property as necessary to complete work under the engineering detention/retention plans attached to the PUD Development Agreement.

4.2 Completion of Construction of the Detention/Retention Facilities in Accordance with Engineering Detention/Retention Plans. From and after the completion by Grantee of all work required under the engineering detention/retention plans, the Detention/Retention Facilities shall be maintained, repaired, revised and corrected, if necessary, in accordance with the separate Reciprocal Easement Maintenance Agreement entered into between the Grantor and Grantee of even date herewith, as it may be modified in writing from time to time by the Parties, their successors and assigns.

5. **Duration.** The Detention/Retention Facilities Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to, the Grantee Property. The Detention/Retention Facilities Easement shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Detention/Retention Facilities Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall continue in perpetuity provided that both Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Detention/Retention Facilities Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Detention/Retention Facilities Easement for the water detention/retention or surface drainage from or to its Property. Although persons and entities may be released under this Paragraph if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Detention/Retention Facilities Easement running with the land in perpetuity, except as provided above.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Detention/Retention Facilities Easement as of the date first above written.

*[Signatures on Following Page]*

"GRANTEE":

NP TROY, LLC  
a Missouri limited liability  
company,

By:

NATHANIEL HAGEDORN

Its:

Manager

"GRANTOR":

THE CITY OF TROY,  
a Michigan municipal corporation

By:

Dane Slater

Its:

Mayor

And By:

Aileen Dickson

Aileen Dickson

Its: City Clerk

STATE OF Missouri )  
 ) SS  
COUNTY OF Platte )

On this 5<sup>th</sup> day of May, 2016, before me appeared Nathaniel Hagedorn, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

Amy M. Smith

Print Name: Amy M. Smith

Notary Public, Clay County, Missouri

My Commission Expires: December 1, 2017

Acting in the County of Platte

AMY M. SMITH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: December 1, 2017  
Commission # 13552904

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this 10th day of May, 2016, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

**CHERYLA STEWART**  
Notary Public-State of Michigan  
County of Oakland  
My Commission Expires May 3, 2019  
Acting in Oakland County

Cheryl Stewart  
Print Name: Cheryl A. Stewart  
Notary Public, Oakland County, Michigan  
My Commission Expires: May 3, 2019  
Acting in the County of Oakland

**COOPERATIVELY DRAFTED BY:**

Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

**WHEN RECORDED RETURN TO:**

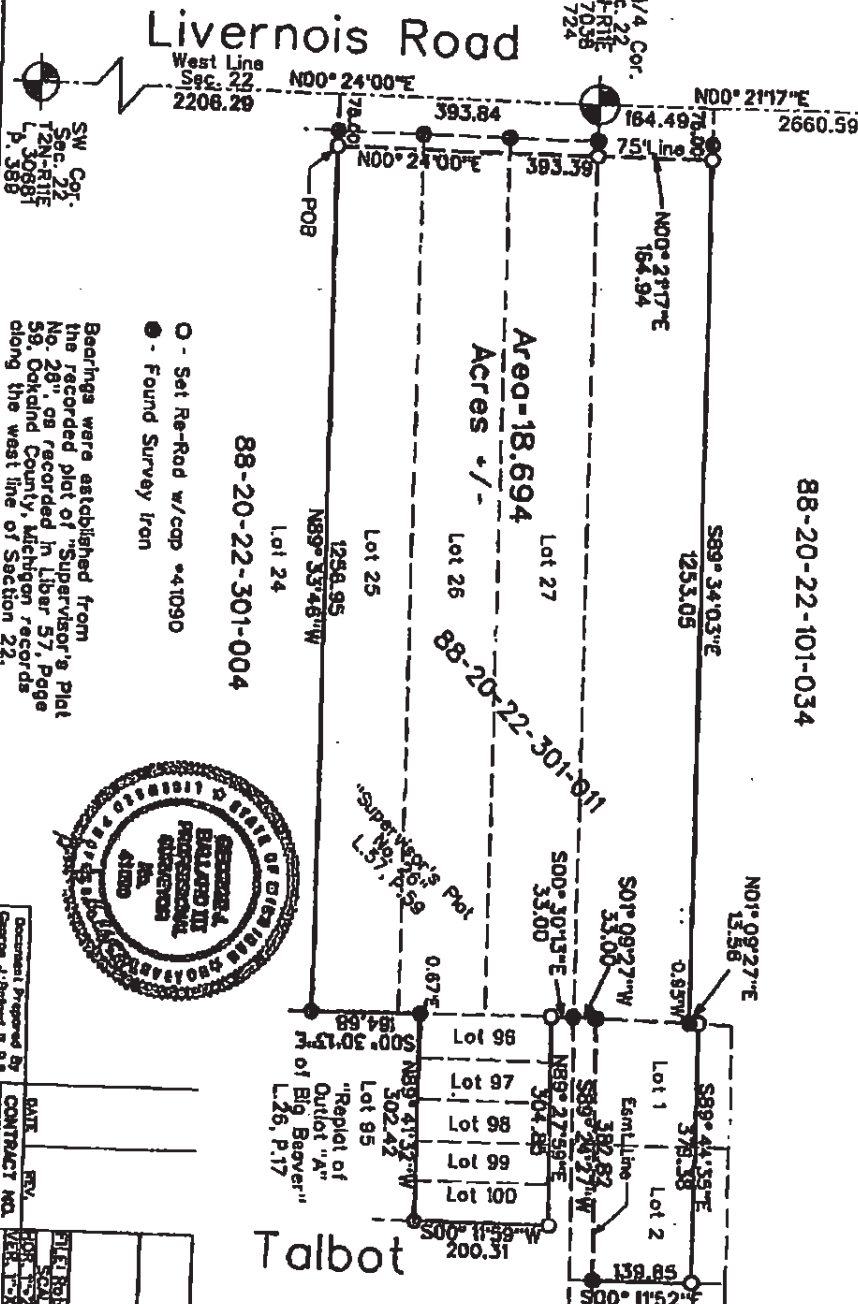
Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**EXHIBIT "A"**

**LEGAL DESCRIPTION: GRANTOR PROPERTY**

# CERTIFICATE OF SURVEY

88-20-22-101-034



Bearings were established from the recorded plot of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.

- - Set Re-Rod w/cdp #41090
- - Found Survey Iron



Document Prepared by  
George A. Ballard II, P.E.  
Land Surveyor

DATE	REV.
XX-XX	XX-XX

FILED BY	DATE	FILED BY	DATE
STEVEN J. VANDETTI, P.E.	10F2	STEVEN J. VANDETTI, P.E.	15.917.4

Graphic Scale: 1"=200'  
0 100' 200' 300'

**CITY OF TROY**  
OAKLAND COUNTY, MICHIGAN  
500 W. Big Beaver Rd.  
Troy, MI 48084



**Description of Parcel:**

Lots 25 through 27 except the West 22.00 feet, inclusive, of Supervisor's Plat No. 26, as recorded in Liber 57, Page 69 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of Supervisor's Plat No. 6, as recorded in Liber 46, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of Replat of Outlot "A" of Big Beaver, as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2208.29 feet and South 89 degrees 33 minutes 46 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernois Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said Supervisor's Plat No. 6; thence North 01 degrees 08 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.58 feet; thence South 89 degrees 44 minutes 35 seconds East, 376.38 feet to the east line of Lot 2 of said Supervisor's Plat No. 6; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.85 feet to the north line of a platted easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 09 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot 'A' of Big Beaver", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot 'A' of Big Beaver", 33.00 feet to the northwest corner of said Lot 86; thence North 89 degrees 27 minutes 59 seconds East (recorded as South Lot 86 through 100, inclusive, 304.85 feet to the north line of said thence South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 189.80 feet) to the southeast corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lots 100 through 98, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 98 and the east line of said Supervisor's Plat No. 26; thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 184.89 feet to the southeast corner of Lot 25 of said Supervisor's Plat No. 26; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.95 feet to the east line of Livernois Road and the Point of Beginning. Containing 814.321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-361-011

**Certification:**

I, hereby certify that I have surveyed and mapped the land above platred and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

*George J. Ballard III*  
 Date 9-28-2015

**Witness Ties**

SW Cor. Sec. 22  
 (Remon. Mon. in Mon. Box)  
 S65° E. 50.36'-PK in SW Cor. of Pole Base  
 N85° E. 48.70'-PK in NW Cor. Light Pole Base  
 N85° W. 52.85'-PK in NE Cor. Pole Base  
 S75° W. 52.35'-Nail in SE Cor. Ped. Signal Pole Base

West 1/4 Cor. Sec. 22  
 (Remon. Mon. in Mon. Box)  
 N83° W. 55.87'-PK/Washer SW-Face PP  
 N49° E. 91.36'-PK/Washer NW-Face PP  
 S37° W. 107.94'-PK/Washer NW-Face PP  
 East, 75.00'-1/2" Re-Rod #41090

NW Cor. Sec. 22  
 (Remon. Mon. in Mon. Box)  
 N55° E. 76.33'-"X" T/SW Bolt of Pole  
 S42° E. 78.73'-Remon. N/T NE-Face PP  
 S41° W. 77.67'-Remon. N/T SE-Face PP  
 N35° W. 88.62'-Troy N/T SW-Face PP



**CITY OF TROY**  
 OAKLAND COUNTY, MICHIGAN  
 500 W. Big Beaver Rd.  
 Troy, MI 48084

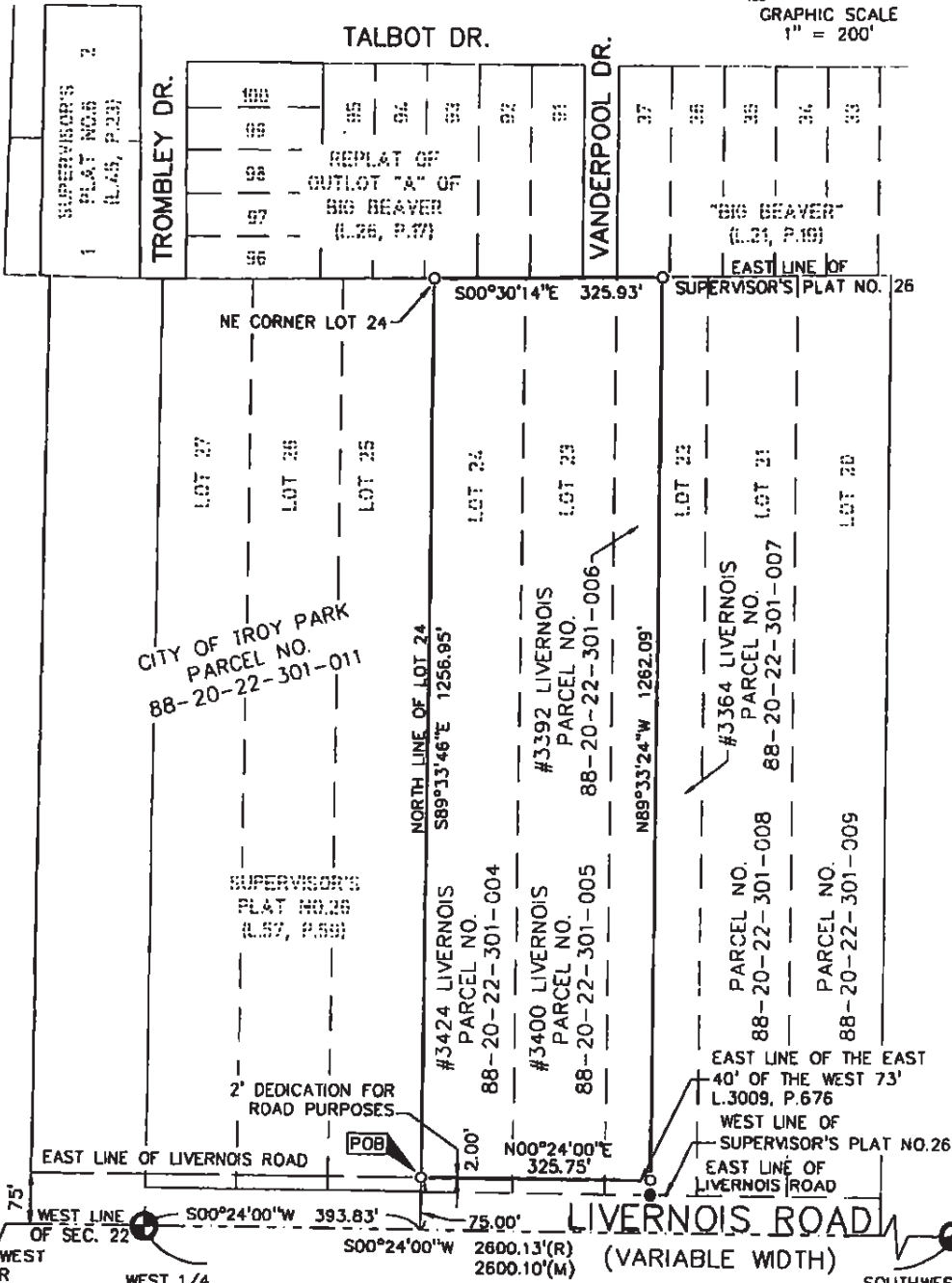
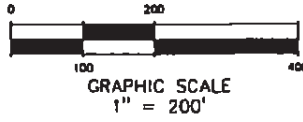
Document Prepared By George J. Ballard III, P.E. Land Surveyor	DATE N/A	CONTRACT NO.	FILED REGISTERED JOURNAL Final BORN	DATE OF 28-15
			FOR TROY	DATE CHECKED
			BY	
			STEVEN J. VANORSTE, P.E.	SHEET NO.
			CITY ENGINEER	20F2
				15,917.4



**EXHIBIT "B"**

**LEGAL DESCRIPTION: GRANTEE PROPERTY**

EXHIBIT "B"  
CERTIFICATE OF SURVEY



NORTHWEST  
CORNER  
SECTION 22  
T.2N., R.11E.  
L.17038, P.722

WEST 1/4  
SECTION 22,  
T.2N., R.11E.  
L.17038, P.724

SOUTHWEST  
CORNER  
SECTION 22  
T.2N., R.11E.  
L.30681, P.369

**BASIS OF BEARING:**  
WEST LINE OF SECTION 22 AS RECORDED IN  
"SUPERVISOR'S PLAT NO. 26", AS RECORDED IN  
LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.



*Daniel Cole*



**PEA, Inc.**  
2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: 1" = 200'	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 1 of 2

EXHIBIT "B"  
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:  
(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22;  
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;  
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;  
thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";  
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;  
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;  
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.  
Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

S65°E 50.36' - PK nail in Southwest face of pole base  
N88°E 48.70' - PK nail in Northwest face of light pole base  
N65°W 52.85' - PK nail in Northeast face of pole base  
S75°W 52.35' - Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

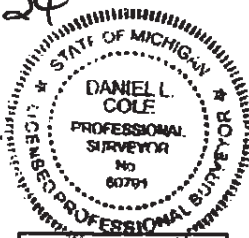
N63°W 55.97' - PK nail w/ washer in Southwest face of power pole  
N49°E 91.36' - PK nail w/ washer in Northwest face of power pole  
S37°W 107.94' - PK nail w/ washer in Northwest face of power pole  
EAST 75.00' - 1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

N55°E 76.33' - Chiseled "X" in top of Southwest bolt of pole  
S42°E 79.73' - Nail w/ remon tag in Northeast face of power pole  
S41°W 77.67' - Nail w/ remon tag in Southeast face of power pole  
N35°W 88.62' - Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22  
20-22-301-005 Pt Lot 23  
20-22-301-004 Pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that there are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970 as amended. The seller of this property is required to record this instrument at the time of sale.



3/11/16  
DATE:

*Daniel L. Cole*  
Daniel L. Cole, P.S. #59791  
An Agent for PEA, Inc.



PEA, Inc.

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t 248.689.8090  
f 248.689.1044  
www.peainc.com

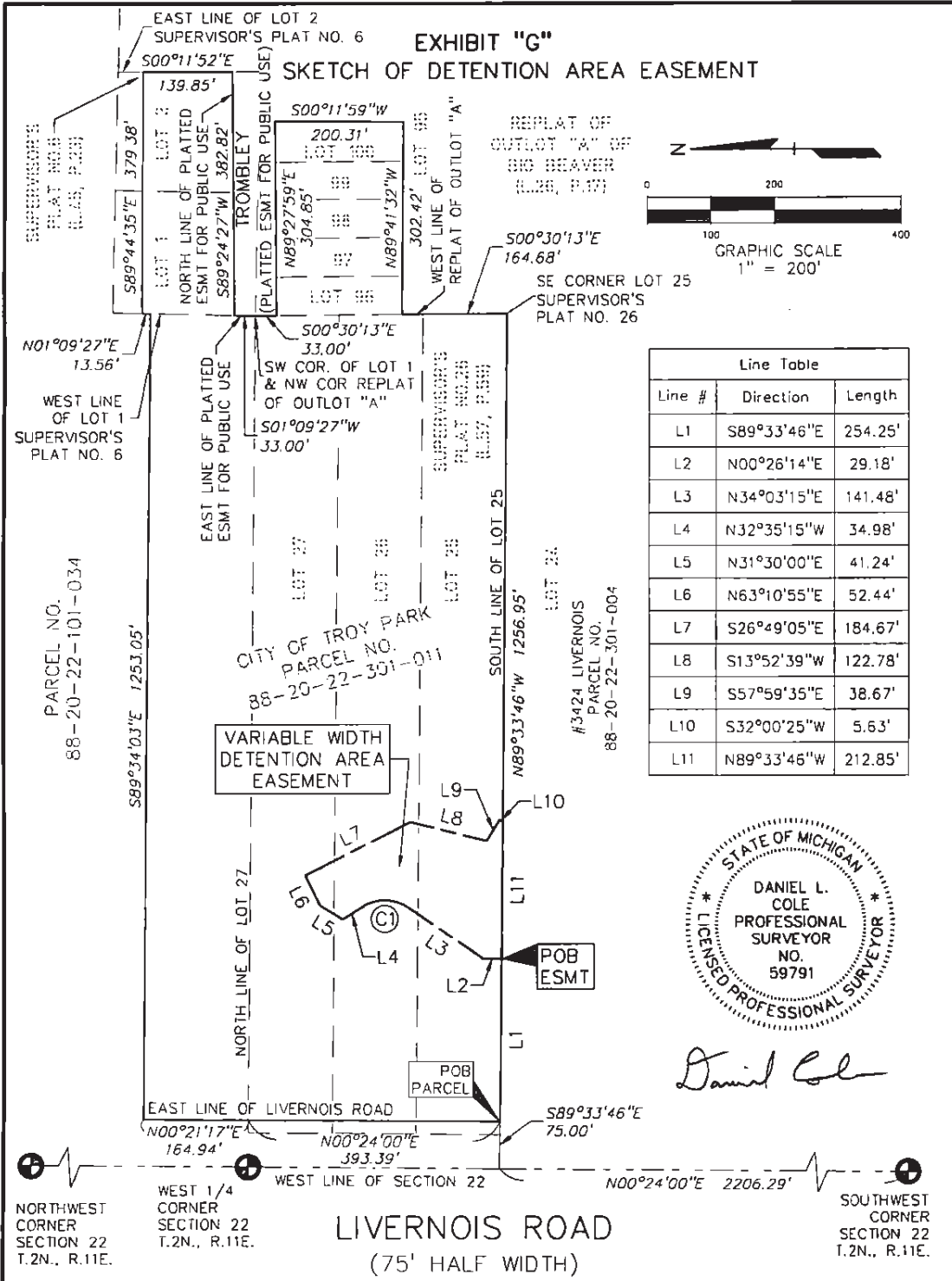
CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: -	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 2 of 2

**EXHIBIT "C"**

**LEGAL DESCRIPTION AND SURVEY OF  
AREA OF GRANTOR PROPERTY ON WHICH  
DETENTION/RETENTION FACILITIES EASEMENT IS LOCATED**

EXHIBIT "C"

SKETCH OF DETENTION AREA EASEMENT



Line Table		
Line #	Direction	Length
L1	S89°33'46"E	254.25'
L2	N00°26'14"E	29.18'
L3	N34°03'15"E	141.48'
L4	N32°35'15"W	34.98'
L5	N31°30'00"E	41.24'
L6	N63°10'55"E	52.44'
L7	S26°49'05"E	184.67'
L8	S13°52'39"W	122.78'
L9	S57°59'35"E	38.67'
L10	S32°00'25"W	5.63'
L11	N89°33'46"W	212.85'



*Daniel Cole*

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	77.47'	65.00'	68°17'10"	N00°09'55"E	72.96'

CLIENT: <b>NORTH POINT DEVELOPMENT</b> 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: 1" = 200'	JOB No: 2015141
	DATE: 11-10-15	DWG. No: 1 of 2



**PEA, Inc.**  
 2430 Rochester Ct Ste 100  
 Troy, MI 48063-1872  
 T: 248 689 9090  
 F: 248 689 1044  
 www.peainc.com

EXHIBIT "G"  
LEGAL DESCRIPTIONS

Legal Description – Parcel:

(Per Certificate of Survey prepared by George J. Ballard III, PS #41090, dated 9/28/15)

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A" of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence N00°24'00"E, along the West line of said Section 22, 2206.29 feet and S89°33'46"E 75.00 feet to the POINT OF BEGINNING being on the East line of Livernois Road and the South line of said Lot 25; thence N00°24'00"E, along said East line, 393.39 feet to the North line of said Lot 27; thence continuing along said East line, N00°21'17"E 164.94 feet; thence S89°34'03"E 1253.05 feet to the West line of said Lot 1 of said "Supervisors Plat No. 6"; thence N01°09'27"E (recorded as N01°35'00"E), along said West line, 13.56 feet; thence S89°44'35"E, 376.38 feet (measured 379.38 feet) to the East line of Lot 2 of said "Supervisors Plat No. 6"; thence S00°11'52"E, along said East line, 139.85 feet to the North line of a platted easement for public use; thence S89°24'27"W, along said North line of easement, 382.82 feet to the West line of said Lot 1; thence S01°09'27"W (recorded as S01°35'00"W), along said West line, 33.00 feet to the Southwest corner of said Lot 1 and the Northwest corner of said "Replat of Outlot "A" of Big Beaver"; thence S00°30'13"E (recorded as S00°15'00"W), along the West line of said "Replat of Outlot "A" of Big Beaver", 33.00 feet to the Northwest corner of said Lot 96; thence N89°27'59"E (recorded as S89°20'00"E, 304.90 feet), along the North line of said Lots 96 through 100, inclusive, 304.85 feet to the Northeast corner of Lot 100; thence S00°11'59"W, 200.31 feet (recorded as 199.60 feet) to the Southeast corner of Lot 100; thence N89°41'32"W, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the Southwest corner of said Lot 96 and the East line of said "Supervisor's Plat No. 26"; thence S00°30'13"E (recorded as S00°30'00"E), along the said East line, 164.68 feet to the Southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence N89°33'46"W, along the South line of said Lot 25, 1256.95 feet to the East line of Livernois Road and the POINT OF BEGINNING. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-301-011

Legal Description – Detention Area Easement:

(Per PEA, Inc.)

A variable width detention area easement over the above described parcel, being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence along the West line of said Section 22, N00°24'00"E, 2206.29 feet; thence S89°33'46"E, 75.00 feet to the intersection of the East line of Livernois Road and the South line of Lot 25 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records; thence along said South line, (L1) S89°33'46"E, 254.25 feet to the POINT OF BEGINNING; thence along said easement the following fourteen (14) courses:  
 1) (L2) N00°26'14"E, 29.18 feet;  
 2) (L3) N34°03'15"E, 141.48 feet;  
 3) (C1) 77.47 feet along the arc of a curve to the left, having a radius of 65.00 feet, a central angle of 68°17'10", and a chord bearing N00°09'55"E, 72.96 feet;  
 4) (L4) N32°35'15"W, 34.98 feet;  
 5) (L5) N31°30'00"E, 41.24 feet;  
 6) (L6) N63°10'55"E, 52.44 feet;  
 7) (L7) S26°49'05"E, 184.67 feet;  
 8) (L8) S13°52'39"W, 122.78 feet;  
 9) (L9) S57°59'35"E, 38.67 feet;  
 10) (L10) S32°00'25"W, 5.63 feet to the aforementioned South line of Lot 25 and;  
 11) along said South line, (L11) N89°33'46"W, 212.85 feet to the POINT OF BEGINNING. Containing ±38,540 square feet or ±0.88 acres of land.



PEA, Inc.

2430 Rochester Ct. Ste 100  
Troy, MI 48063-1872  
T: 248 689 9090  
F: 248 689 1044  
www.peainc.com

CLIENT:  
NORTH POINT DEVELOPMENT  
5015 NW CANAL STREET, SUITE 200  
RIVERSIDE, MO 64150

SCALE: -

JOB No: 2015141

DATE: 11-10-15

DWG. No: 2 of 2

**EXHIBIT "D"**

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS  
RELATING TO THIS DETENTION/RETENTION FACILITIES EASEMENT  
ARE NOT ATTACHED TO THIS EASEMENT, BUT ARE INCORPORATED HEREIN  
BY THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN**

**Exhibit E**

**Sign Easement**

See attached.



RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

LIBER 49373 PAGE 580  
\$55.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
05/17/2016 02:35:36 PM RECEIPT# 53928  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

2016 MAY 17 PM 2:18

**MONUMENT SIGN EASEMENT AGREEMENT**

**THIS MONUMENT SIGN EASEMENT AGREEMENT** (the "Sign Easement") is made and entered into as of this 10<sup>th</sup> day of May, 2016, by and between **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee") and **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real estate described on **Exhibit "A"** attached hereto and incorporated by reference (the "Grantor Property"); and

**WHEREAS**, Grantee desires to install and maintain a monument sign to be placed on a Sign Easement to be located on the Grantor Property which monument sign will identify the name, address and location of the Grantee senior living and memory care residences to be located on the Grantee Property. Both the Monument Sign and the Sign Easement are to be located on the Grantor Property; and

**WHEREAS**, the real property benefitted by the Sign Easement and the Monument Sign as hereafter more fully described, is the Grantee Property described on **Exhibit "B"** attached hereto ("Grantee Property"); and

**WHEREAS**, the Monument Sign and the Sign Easement will be located on that portion of the Grantor Property legally described and surveyed on **Exhibit "C"** attached hereto and

**OK - LG**

incorporated herein by this reference (the "Sign Easement"), which Sign Easement property is the servitude property under this Sign Easement..

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00), the receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys to the Grantee and Grantee's employees, agents, contractors, suppliers, successors and assigns, without payment of any fee or other charge being made therefor, the perpetual right and easement for installing, erecting, maintaining, replacing, repairing, removing, altering, and operating a Monument Sign, and any and all other necessary appurtenances respecting the Monument Sign now or hereafter located upon the Sign Easement, including a non-exclusive perpetual easement for public utility access, pedestrian, worker and vehicular access, equipment access, placement of construction materials and ingress and egress over, through and across the Sign Easement from public streets and over, through and across other easement access ways granted by Grantor to Grantee and providing for access to the Monument Sign and Sign Easement. The Monument Sign specifications, engineering, description and details are as set forth on Exhibit "D" attached hereto and incorporated herein by this reference (the "Monument Sign").

2. Grantor shall not create, suffer or permit at any time any obstruction to or interference with the access, ingress or egress over, across or upon the Sign Easement nor interfere with the use of the easement granted hereunder.

3. Grantee, at its sole expense, agrees to construct the Monument Sign as shown and described on the Sign Easement Property legally described and surveyed on Exhibit "C" attached hereto. Grantee shall, at its sole expense, be responsible to erect, install and place all stone, brick, steel, concrete, installation, structure materials, and covering and lettering on such Monument Sign. Grantee, at its sole expense, shall maintain the Monument Sign and the Sign Easement at all times in first class condition and repair.

4. Grantee shall, at its expense, continuously maintain a broad-form policy or policies of comprehensive public liability insurance providing coverage against claims and liability on account of bodily injury, death and property damage incurred upon or about the Sign Easement. Such insurance shall have a combined single limit of not less than \$1,000,000.00 per occurrence, shall designate Grantor as an additional insured, and shall be carried in a company licensed in the State of Michigan. Upon request, Grantee will provide Grantor a certificate of insurance evidencing compliance with the insuring obligations set forth in this Section.

5. The rights, easements and covenants provided in this Sign Easement shall constitute a servitude on the Sign Easement Property, and shall run with the land. The provisions of this Sign Easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns, and this Sign Easement shall be construed as a perpetual easement, provided that both the Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement entered into between the parties on November 23, 2015, and not as a license or a lease. This Sign Easement shall be governed by and construed in accordance with the laws of the State of Michigan.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Monument Sign  
Easement Agreement as of the date first above written.

*[Signatures on Following Page]*

"GRANTEE":

"GRANTOR":

NP TROY,  
LLC, a Missouri limited liability  
company,

THE CITY OF TROY,  
a Michigan municipal corporation

By: [Signature]  
NATHANIEL HAGEDORN  
Its: Manager

By: [Signature]  
Dane Slater  
Its: Mayor

And By: [Signature]  
Aileen Dickson  
Its: City Clerk

STATE OF Missouri  
COUNTY OF Platte ) SS

On this 5<sup>th</sup> day of May, 2016, before me appeared Nathaniel Hagedorn, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

[Signature]  
Print Name: Amy M. Smith  
Notary Public, Clay County, Missouri  
My Commission Expires: December 1, 2017  
Acting in the County of Platte

AMY M. SMITH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County

My Commission Expires: December 1, 2017  
Commission # 13552904

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this 10<sup>th</sup> day of May, 2016, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

CHERYLA STEWART  
Notary Public-State of Michigan  
County of Oakland  
My Commission Expires May 3, 2019  
Acting in Oakland County

Cheryl Stewart  
Print Name: Cheryl A. Stewart  
Notary Public, Oakland County, Michigan  
My Commission Expires: May 3, 2019  
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:

Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

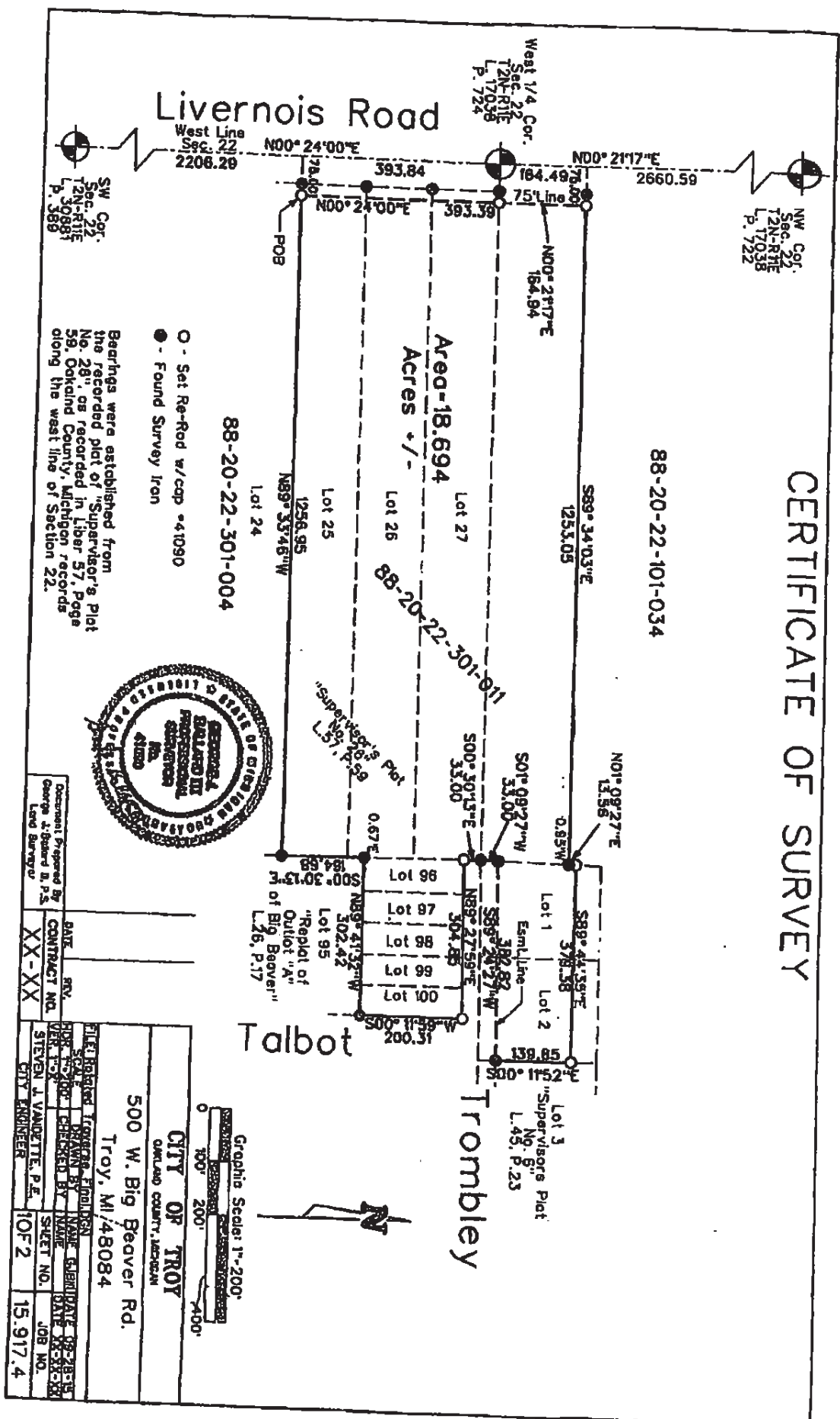
WHEN RECORDED RETURN TO:

Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**EXHIBIT "A"**

**GRANTOR PROPERTY**

# CERTIFICATE OF SURVEY



O - Set Re-Rod w/cap #41090  
 ● - Found Survey Iron

Bearings were established from the recorded plot of "Supervisor's Plot No. 28", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.



Document Prepared By  
 George A. DeFord II, P.S.  
 Land Surveyor

DATE: XX-XX  
 REV. CONTRACT NO.

FILED: [ ]  
 SCALE: 1"=200'  
 CHECKED BY: [ ]  
 DATE: XX-XX-XX  
 CITY ENGINEER: STEVEN J. VAUDETTE, P.E.  
 JOB NO. 15.917.4



**Description of Parcel:**

Lots 25 through 27 except the West 22.00 feet, inclusive, of Supervisor's Plat No. 26, as recorded in Liber 57, Page 69 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisor's Plat No. 6" as recorded in Liber 48, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot 'A' of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22, thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2208.29 feet and South 89 degrees 33 minutes 48 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernois Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet; thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said "Supervisor's Plat No. 6" thence North 01 degrees 09 minutes 27 seconds East (recorded as North 01 degrees 36 minutes 00 seconds East), along said west line, 13.58 feet; thence South 89 degrees 44 minutes 35 seconds East, 375.38 feet to the east line of Lot 2 of said "Supervisor's Plat No. 6"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.85 feet to the north line of a platred easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 09 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot 'A' of Big Beaver"; thence South 00 degrees 30 minutes 18 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot 'A' of Big Beaver", 33.00 feet to the northwest corner of said Lot 88; thence North 89 degrees 27 minutes 59 seconds East (recorded as South Lot 88 through 100, inclusive, 304.85 feet to the north line of said theme South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 189.80 feet) to the southeast corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lots 100 through 98, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 88 and the east line of said "Supervisor's Plat No. 26"; thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 184.58 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.85 feet to the east line of Livernois Road and the Point of Beginning. Containing 914.321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-361-011

**Certification:**

I, hereby certify that I have surveyed and mapped the land above platted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

*George J. Ballard III*  
George J. Ballard III, P.S.

*9-28-2015*  
Date

**Witness Ties**

- SW Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
S65° E. 30.36'-PK in SW Cor. of Pole Base  
N88° E. 48.70'-PK in NW Cor. Light Pole Base  
N85° W. 52.85'-PK in NE Cor. Pole Base  
S75° W. 52.35'-Nail in SE Cor. Ped. Signal Pole Base

- West 1/4 Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
N83° W. 55.97'-PK/Washer SW-Face PP  
N49° E. 91.36'-PK/Washer NW-Face PP  
S37° W. 107.94'-PK/Washer NW-Face PP  
East, 75.00'-1/2" Re-Rod \*41090
- NW Cor. Sec. 22  
(Remon. Mon. in Mon. Box)  
N55° E. 78.33'-"X" 1/2" SW Bolt of Pole  
S42° E. 79.73'-Remon. N/T NE-Face PP  
S41° W. 77.67'-Remon. N/T SE-Face PP  
N35° W. 88.62'-Troy N/T SW-Face PP



Graphic Scale: 1"=200'  
0 100' 200' 400'

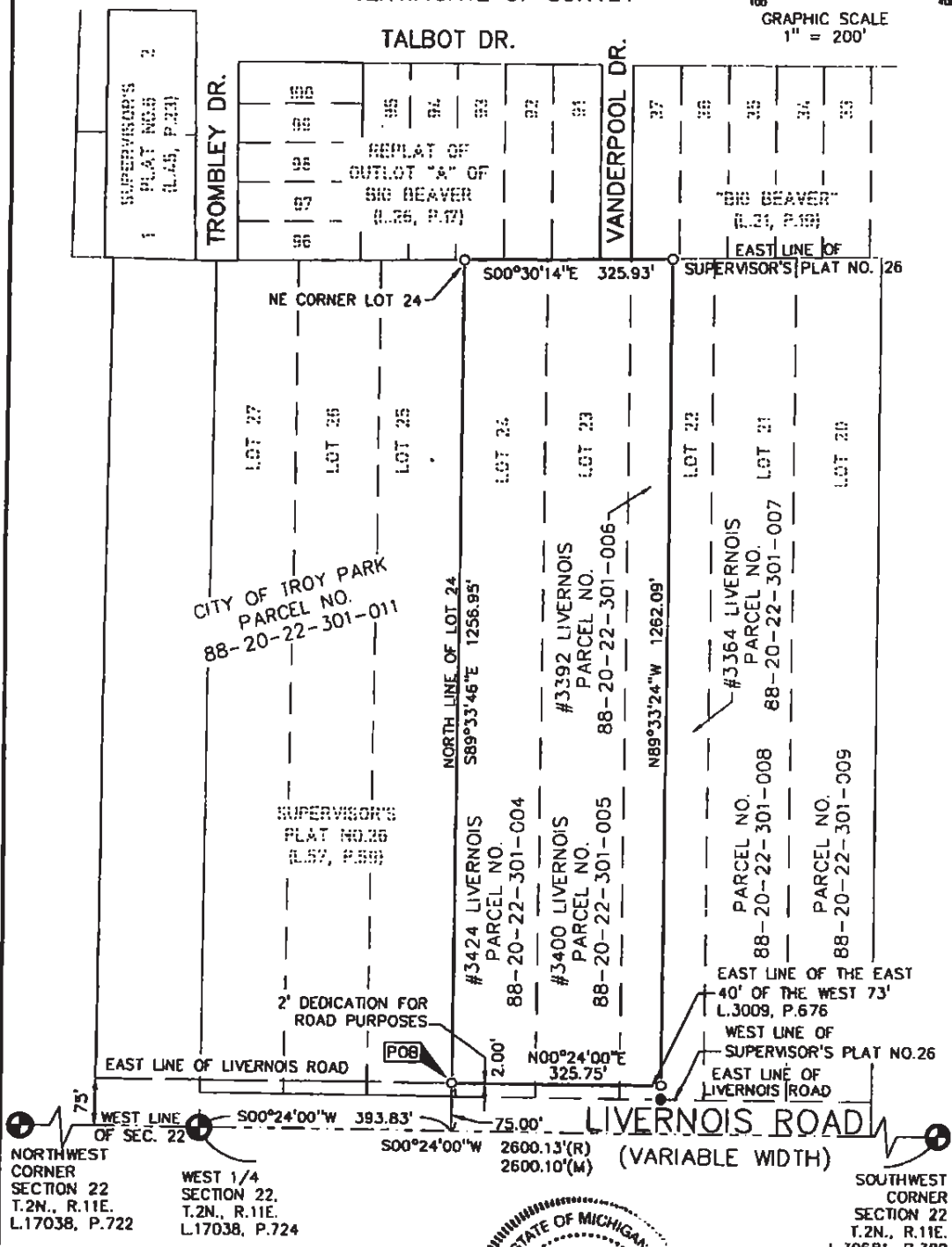
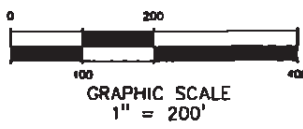
**CITY OF TROY**  
OAKLAND COUNTY, MICHIGAN  
500 W. Big Beaver Rd.  
Troy, MI 48084

Document Prepared By George J. Ballard III, P.S. Lead Surveyor	DATE N/A	CONTRACT NO. N/A	FILED FOR T-200	RECORDED BY NAME STEVEN J. VAUGHN, P.E.	CITY ENGINEER
FILED	RECORDED	DATE	DATE	DATE	DATE
20F2	15.917.4				

**EXHIBIT "B"**

**GRANTEE PROPERTY**

EXHIBIT "B"  
CERTIFICATE OF SURVEY



NORTHWEST CORNER SECTION 22 T.2N., R.11E. L.17038, P.722

WEST 1/4 SECTION 22 T.2N., R.11E. L.17038, P.724

SOUTHWEST CORNER SECTION 22 T.2N., R.11E. L.30681, P.389

**BASIS OF BEARING:**  
WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO. 26", AS RECORDED IN LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.



*Daniel L. Cole*



**PEA, Inc.**  
2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
T: 248.583.9090  
F: 248.583.1044  
www.peainc.com

- LEGEND:**
- ⊕ SECTION CORNER FOUND
  - FOUND IRON
  - SET IRON

**CLIENT:**  
NORTH POINT DEVELOPMENT  
5015 NW CANAL STREET, SUITE 200  
RIVERSIDE, MO 64150

SCALE: 1" = 200'  
DATE: 3-11-16  
JOB No: 2015141  
DWG. No: 1 of 2

EXHIBIT "B"  
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:

(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22:

thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;  
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";

thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;

thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;

thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.

Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

S65°E 50.36' - PK nail in Southwest face of pole base  
N88°E 48.70' - PK nail in Northwest face of light pole base  
N65°W 52.85' - PK nail in Northeast face of pole base  
S75°W 52.35' - Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

N63°W 55.97' - PK nail w/ washer in Southwest face of power pole  
N49°E 91.36' - PK nail w/ washer in Northwest face of power pole  
S37°W 107.94' - PK nail w/ washer in Northwest face of power pole  
EAST 75.00' - 1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

N55°E 76.33' - Chiseled "X" in top of Southwest bolt of pole  
S42°E 79.73' - Nail w/ remon tag in Northeast face of power pole  
S41°W 77.67' - Nail w/ remon tag in Southeast face of power pole  
N35°W 88.62' - Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22  
20-22-301-005 Pt Lot 23  
20-22-301-004 Pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that there are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970 as amended. The seller of this property is required to record this instrument at the time of sale.



3/11/16  
DATE:

*Daniel L. Cole*  
Daniel L. Cole, P.S. #59791  
An Agent for PEA, Inc.



PEA, Inc.

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t 248.689.8090  
f 248.689.1044  
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: -	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 2 of 2

**EXHIBIT "C"**

**SIGN EASEMENT PROPERTY DESCRIPTION AND SURVEY**

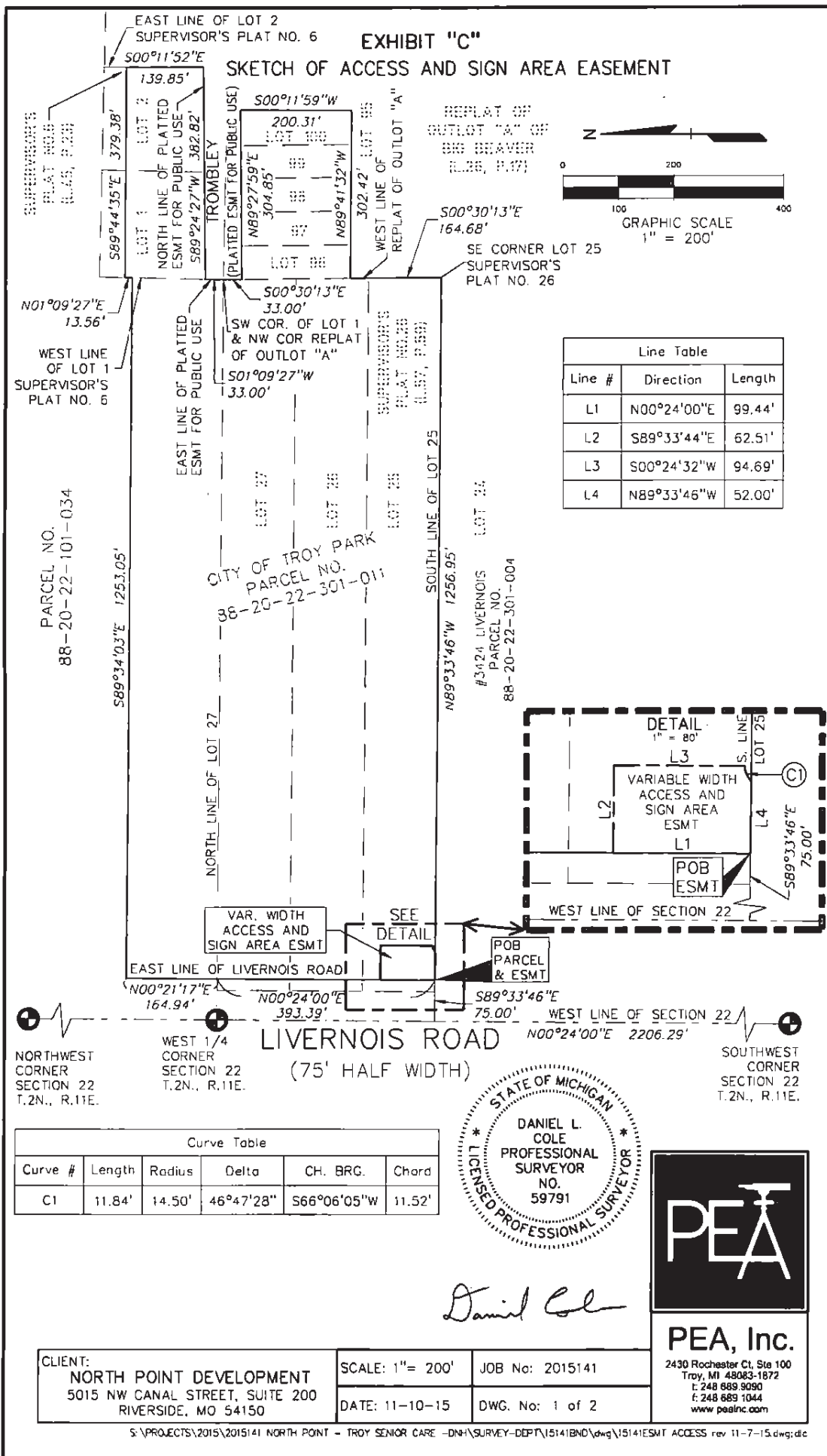


EXHIBIT "C"  
LEGAL DESCRIPTIONS

Legal Description – Parcel:

(Per Certificate of Survey prepared by George J. Ballard III, PS #41090, dated 9/28/15)

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisor's Plat No. 6", as recorded in Liber 45, Page 25 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A" of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence N00°24'00"E, along the West line of said Section 22, 2206.29 feet and S89°33'46"E 75.00 feet to the POINT OF BEGINNING being on the East line of Livernois Road and the South line of said Lot 25; thence N00°24'00"E, along said East line, 393.39 feet to the North line of said Lot 27; thence continuing along said East line, N00°21'17"E 164.94 feet; thence S89°34'03"E 1253.05 feet to the West line of said Lot 1 of said "Supervisor's Plat No. 6"; thence N01°09'27"E (recorded as N01°35'00"E), along said West line, 13.56 feet; thence S89°44'35"E, 376.38 feet (measured 379.38 feet) to the East line of Lot 2 of said "Supervisor's Plat No. 6"; thence S00°11'52"E, along said East line, 139.85 feet to the North line of a platted easement for public use; thence S89°24'27"W, along said North line of easement, 382.82 feet to the West line of said Lot 1; thence S01°09'27"W (recorded as S01°35'00"W), along said West line, 33.00 feet to the Southwest corner of said Lot 1 and the Northwest corner of said "Replat of Outlot "A" of Big Beaver"; thence S00°30'13"E (recorded as S00°15'00"W), along the West line of said "Replat of Outlot "A" of Big Beaver", 33.00 feet to the Northwest corner of said Lot 96; thence N89°27'59"E (recorded as S89°20'00"E, 304.90 feet), along the North line of said Lots 96 through 100, inclusive, 304.85 feet to the Northeast corner of Lot 100; thence S00°11'59"W, 200.31 feet (recorded as 199.60 feet) to the Southeast corner of Lot 100; thence N89°41'32"W, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the Southwest corner of said Lot 96 and the East line of said "Supervisor's Plat No. 26"; thence S00°30'13"E (recorded as S00°30'00"E), along the said East line, 164.68 feet to the Southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence N89°33'46"W, along the South line of said Lot 25, 1256.95 feet to the East line of Livernois Road and the POINT OF BEGINNING. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-301-04

Legal Description – Variable Width Access and Sign Area Easement:

(Per PEA, Inc.)

A variable width access and sign area easement over the above described parcel, being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the Southwest Corner of said Section 22;

thence along the West line of said Section 22, N00°24'00"E, 2206.29 feet;

thence S89°33'46"E 75.00 feet to the intersection of the East line of Livernois Road and the South line of Lot 25 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records and the POINT OF BEGINNING;

thence along said easement the following five (5) courses:

- 1) along said East line, (L1) N00°24'00"E, 99.44 feet;
- 2) (L2) S89°33'44"E, 62.51 feet;
- 3) (L3) S00°24'32"W, 94.69 feet;
- 4) (C1) 11.84 feet along the arc of a non-tangent curve to the left, having a radius of 14.50 feet, a central angle of 46°47'28", and a chord bearing S66°06'05"W, 11.52 feet to the aforementioned South line of Lot 25 and;
- 5) along said South line, (L4) N89°33'46"W, 52.00 feet to the aforementioned East line of Livernois Road and the POINT OF BEGINNING.

Containing ±6.181 square feet of land.



PEA, Inc.

2430 Rochester Ct. Ste 100  
Troy, MI 48063-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

CLIENT:  
NORTH POINT DEVELOPMENT  
5015 NW CANAL STREET, SUITE 200  
RIVERSIDE, MO 54150

SCALE: -

JOB No: 2015141

DATE: 11-10-15

DWG. No: 2 of 2

**EXHIBIT "D"**

**MONUMENT SIGN SPECIFICATIONS, ENGINEERING PLANS AND DETAILS**



**Exhibit F**

**REMA**

See attached.

RECORDED  
OAKLAND COUNTY  
REGISTER OF DEEDS

LIBER 49414 PAGE 615  
\$76.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
05/27/2016 01:58:36 PM RECEIPT# 58864  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

2016 MAY 27 PM 1:57

**RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT**

**THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT** (the "REMA") is made and entered into as of this 23rd day May of, 2016, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("City of Troy) and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Developer").

23P  
N

**RECITALS:**

A. City of Troy is the owner of the real property legally described in Exhibit "A" attached hereto ("City Property"). Developer is the owner of the real property legally described in Exhibit "B" attached hereto ("Developer Property"), which Developer Property is adjacent to the City Property.

B. The City Property and Developer Property is presently unimproved property, but it is currently intended by the Parties that a portion of the Developer Property will be developed as senior living and memory care residences complex with related parking areas, entrance way, driveways, landscaping, detention/retention pond, lights, utilities, signage and other improvements to be constructed on the Developer Property and/or on the City Property.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Developer Property, the City and Developer intend to jointly cooperate, plan, participate in and share certain improvements, and the ongoing maintenance,

OK - LG

upkeep, replacement and repair thereof, including certain perpetual easements to be located on the City Property as part of a City Park to be developed on the City Property in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the City Property and Developer Property, the City of Troy has agreed to grant and share with the Developer certain perpetual easements across the City Property, including the following described specific perpetual easements (the "Perpetual Easements"):

1. Parking Facilities Easement dated of even date herewith;
2. Entrance Drive and Cross-Access Driveway Easement dated of even date herewith;
3. Monument Sign Easement dated of even date herewith;
4. Detention/Retention Facilities Easement dated of even date herewith.

These Perpetual Easements will be constructed and installed on the City Property at Developer's cost for construction and installation of the referenced easement improvements in the areas depicted in the above referenced Perpetual Easements and pursuant to detailed engineering plans and drawings described in a certain PUD Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development dated November 23, 2015 (the "PUD Development Agreement"), to which this REMA is attached and made a part thereof. In addition thereto, the Developer has agreed, in accordance with the PUD Development Agreement, to place certain landscaping, public sidewalks, asphalt pathways, electric lighting, a fountain, underground utilities and other improvements on the City Property both within and outside of the Perpetual Easements and to install, construct and erect significant facilities and improvements on the Developer Property.

E. In addition thereto, the City of Troy has the express right, but not the obligation, to construct and install on the City Property, both within and outside of the Perpetual Easements areas, at the sole cost of the City of Troy, such other improvements and betterments as the City of Troy may determine from time to time in its sole discretion.

F. This REMA is intended to set forth the terms, conditions and agreements between the City of Troy and the Developer with respect to the respective maintenance, upkeep, repair and replacement obligations of the City of Troy and the Developer, both within (a) the Perpetual Easements, and (b) as to other improvements and betterments which the Developer has agreed and is required to erect and install on the City Property pursuant to the PUD Development Agreement; and (c) as to improvements and betterments which the City of Troy may in the future elect to construct or install at its own cost and/or with funds granted by the Developer to the City of Troy for the City of Troy's sole use in constructing and installing other improvements on the City of Troy City Park Property from time to time; and (d) facilities, utilities and other improvements which the Developer is required to construct, erect and install on the Developer's Property pursuant to the PUD Development Agreement.

**NOW, THEREFORE**, for value received, and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, the City of Troy and the Developer do hereby agree that the separate responsibility of each of them with respect to the maintenance, upkeep, repair and replacement and payment of the cost thereof relating to the following: (a) improvements and betterments within the Perpetual Easements and improvements on the City Property; (b) other improvements to be made by the Developer to other parts of the City of Troy City Park Property; (c) other improvements which the City of Troy erects or installs from time to time to other parts of the City Property as part of its development of the City Park Property; and (d) the responsibility of the Developer, only, as to any improvements installed or placed on the

Developer Property pursuant to the PUD Development Agreement are hereafter set forth as follows:

1. Attachment "1" to the REMA, which is attached hereto and made a part hereof, contains a detailed outline of maintenance, upkeep, repair and replacement responsibilities of the City of Troy and the Developer on the Grantor Property (including the Perpetual Easements and other areas of the City Property) and by the Developer on the Developer Property.
2. The full approved engineering drawings and other specific details of the construction of the improvements and betterments to be made by the Developer within the Perpetual Easements; to be made by the Developer on other areas of the City Property; and the improvements, facilities and betterments to be placed by the Developer on the Developer Property, are described in the PUD Development Agreement incorporated herein by reference. The respective responsibilities of the City of Troy and the Developer are detailed in Attachment 1. The responsibility for maintenance, upkeep, repair and replacement of improvements and betterments which the City of Troy hereafter elects to make to the City Park Property are totally the ongoing responsibility of the City of Troy.
3. This Paragraph sets forth a more detailed narrative explanation of the installation and construction of improvements being made, maintenance, upkeep, repair and replacement by the City of Troy and the Developer on the City Property. In the event of any conflict between Attachment 1 and this Paragraph 3, this Paragraph 3 shall control:

**(a) Sidewalks, pathways, drives and parking lot:**

The City of Troy will be responsible for maintenance, upkeep, repair and replacement of all pathways and asphalt or concrete sidewalks on the City of Troy Property. The Developer will be responsible for maintenance, upkeep, repair and replacement of all drives and parking areas on the City of Troy Property and will be responsible for snow removal on all concrete sidewalks, parking and drive areas and for repair of any sidewalks, parking areas and drive areas that are damaged as a result of the snow removal. The City of Troy will allow the Developer to designate certain areas of the parking lot or City of Troy Property for piling of snow. The City of Troy shall include the shared parking lot and drive lanes in its regular street sweeping schedule.

**(b) Landscaping and lawn maintenance:**

The City of Troy shall be responsible for all landscaping and plant maintenance on the City of Troy Property except for any planting beds surrounding the Developer Monument Sign Easement on the City of Troy Property. The Developer will extend the irrigation system to the landscaping areas within the Entrance Drive and Cross Access Driveway Easement and will be responsible for all costs associated with the irrigation system repair and upkeep in that area.

**(c) Fountain/Water feature:**

The Fountain/Water Feature fountain within the Detention/Retention Facilities Easement will include a single floating fountain with a decorative spray pattern with a height no less than 8' and an appropriately sized pump to accommodate flow to provide adequate aeration to the detention/retention pond. The Developer will provide and install the fountain feature. The power circuiting for the water feature will be fed from a panel located within the Developer Property facility, and will be run on a continuous basis. Fountain will be removed and stored by Developer during the winter months where freezing temperatures do not allow for the operation of pump. The Developer will be responsible for all maintenance, upkeep, repair and replacement of this Fountain/Water Feature.

**(d) Site Lighting:**

The Developer will install site lighting over the parking and drive cross-access lane areas on the City of Troy Property and shall pay for the ongoing utility cost, repair, maintenance, upkeep or replacement of the lighting improvements. The circuiting for the lighting will be fed from lighting circuits located on a panel within the Developer facility. Lighting will be controlled by a photocell controller.

**(e) Other Park Amenities/Underground improvements:**

The Developer will provide underground infrastructure for water, sewer, and electric utilities to one designated location on the City of Troy Property for future improvements to be made by the City of Troy. The Developer will have no ongoing maintenance, upkeep, repair or replacement obligations for any improvements constructed or installed by the City of Troy, including improvements installed with funds from the \$50,000 grant provided by the Developer. Upon connection to the water and sewer improvements for public use, the City of Troy will assume all maintenance, upkeep, repair and replacement responsibility of those lines. Electric Utility Infrastructure will include 1 pathway installed per DTE Energy Standards for small service buried primary power conduit.

**(f) Storm Water Improvements:**

The Developer will maintain all underground structures and underground pipes, to ensure proper functionality and flow of water. The Developer will keep the pipes, structures, and area in the immediate vicinity of all inlet and outlet structures reasonably clear of all silt and debris to allow for sufficient drainage of the stormwater facilities.

The City of Troy will perform all landscaping, planting, and general clean up maintenance of the detention/retention facilities within the Perpetual Easements on the City of Troy Property.

4. The City of Troy and the Developer do hereby agree to use their reasonable best efforts at all times to perform their duties and obligations under this REMA to high quality standard of care in a diligent manner. Both Parties acknowledge and recognize that the timing of

the performance of their respective duties and obligations under this REMA will depend upon weather conditions, planting seasons and the availability of materials to perform their duties and obligations under this REMA.

5. The City of Troy Property shall be maintained in a manner consistent with the condition of the Property upon completion of the improvements. All lawns shall be mowed regularly, plantings shall be maintained appropriately, and grounds are to be kept in a clean and presentable manner to ensure public safety. If either Party believes that the other is failing to meet its duties and obligations hereunder in a timely and appropriate manner, it will notify the other Party in writing, identifying therein the details of its objection to the performance by the other Party. The written notice shall be given in accordance with the Notice provisions of Paragraph 10 of this REMA.

The Party receiving the written notice shall have fifteen (15) days to (a) cure such duty or obligation; (b) explain in writing why it cannot be done in fifteen (15) days and indicate in writing the projected time period to complete the duty or obligation; or (c) explain in writing to the other Party why it does not believe it is in violation of its duties and obligations under this REMA. In the event the parties have any disagreement as to whether they are meeting their duties or obligations under this REMA, they agree to meet through their designated representatives and make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute within thirty-five (35) days of the original notice to cure, they may submit the matter or matters in dispute to final and binding arbitration before a single arbitrator at the nearest local office of the American Arbitration Association ("AAA") in accordance with AAA rules of commercial arbitration. In that event, the costs of the arbitration will be equally shared by both Parties, but if the matter must be decided by a written decision of the selected arbitrator,



as opposed to a settlement resolution, the arbitrator may award arbitration costs and reasonable attorney fees to the prevailing party as determined by the arbitrator in his/her sole discretion. In the alternative, this REMA can be enforced in accordance with the terms of the PUD Development Agreement.

If the duty or obligation referenced in the written notice is deemed by the complaining Party providing such written notice to be an emergency, the Party shall explain the detailed nature of the emergency in such written notice to the Party alleged to be in violation. In that event, if the emergency matter is not resolved within two (2) business days after the notice to correct is sent, the complaining Party providing such written notice may elect to correct the alleged emergency duty or obligation and submit a detailed invoice for its costs of correction to the Party alleged to be in violation of its duty or obligation.

If the Party claimed to owe the cost of correction fails or refuses to pay such sums, either Party may submit a claim for the invoice amount to binding and final arbitration in the same manner as specified above in this Paragraph 5. In the alternative, this REMA can be enforced in accordance with the terms of the PUD Development Agreement.

6. This REMA can be amended or modified in writing at any time by written agreement of the Parties hereto, their respective successors or assigns.

7. This REMA shall continue in full force and effect as long as the PUD Development Agreement is in force and effect, except as it may be modified or amended in accordance with Paragraph 6 above.

8. In the event the Developer or its successors and/or assigns discontinues the use of the Developer Property for the purposes contemplated in the PUD Development Agreement and/or the maintenance obligations of the Developer as set forth in this REMA are discontinued for any reason, the City of Troy may notify Developer, its successors or assigns, setting forth the reason or reasons for the City of Troy claimed discontinuance by the Developer of its obligations under this Paragraph, which prior written notice shall be given in accordance with the Notice provision in Paragraph 10 of this REMA, that the City intends to assume such obligations and assess the costs incurred by the City of Troy in doing so as a lien on the Developer Property to be collected in the same manner as provided by law for the collection of real property taxes. If Developer, its successors or assigns, believes in good faith that it has not discontinued its obligations under this Paragraph 8, it shall have fifteen (15) days to (a) cure such discontinued obligation; or (b) explain in writing to the City of Troy why it cannot correct the discontinued obligation in fifteen (15) days and indicate in writing the projected time period to complete the correction of the discontinued obligation; or (c) explain in writing to the City of Troy why it does not believe it is in violation of its duties and obligations under this Paragraph 8 of the REMA. In the event the Parties continue to have any disagreement as to whether Developer has discontinued its duties or obligations under this REMA, the Parties agree to meet through their designated representatives and make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute by written agreement within thirty-five (35) days of the original Notice from the City of Troy, the City of Troy may then exercise all of its rights under this Paragraph 8 including the assumption of maintenance obligations and the imposition of a lien to cover the costs in doing so.

9. The Developer, its successors and assigns, shall indemnify and hold harmless the City of Troy, from and against any and all claims for injuries and/or damages, excluding

therefrom claimed loss of profits, arising out of the Developer's duties and obligations under this REMA, except those claims arising from the negligence or willful misconduct of the City of Troy, its agents, employees, licensees or invitees; provided, however, that in no event is the Developer required to indemnify and hold harmless the City of Troy from and against any and all claims for injuries and/or damages arising out of the duties and obligations of the City of Troy under this REMA.

Likewise, the City of Troy, its successors and assigns, shall indemnify and hold harmless the Developer, its successors and assigns, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of the City of Troy's duties and obligations under this REMA, except those claims arising from the negligence or willful misconduct of the Developer, its agents, employees, licensees or invitees; provided, however, that in no event is the City of Troy required to indemnify and hold harmless the Developer from and against any and all claims for injuries and/or damages arising out of the duties and obligations of the Developer under this REMA.

10. All notices, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, addressed to the City of Troy and the Developer at their respective addresses set forth on the first page of this REMA, or at such other address as any Party may designate by notice delivered in accordance with this Paragraph. Each Notice shall be given by registered or certified mail, return receipt requested, with all postage and charges prepaid, or by U.S. Post Office Express Mail, FedEx, or similar overnight courier which delivers only upon signed receipt of the addressee.

All provisions of this REMA shall be covenants running with the land pursuant to applicable Laws. All exhibits referred to herein and attached hereto are incorporated herein by this reference. Any paragraph headings and captions in this REMA are for reference and convenience only and shall not enter into the interpretation hereof. Whenever the context so

requires, the singular shall be deemed to include the plural and the plural the singular, and the masculins, feminine or neuter gender shall be deemed to include any other gender. The terms "hereof", "herein", "hereunder" and similar terms shall be deemed to refer to this REMA. The terms "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

This REMA shall be interpreted in accordance with the Laws of the State of Michigan.

*[Signatures on Following Pages]*

IN WITNESS WHEREOF, Developer has caused this Reciprocal Easement Maintenance Agreement to be executed the day and year first above written

"Developer"

NP TROY, LLC  
a Missouri limited liability company

By: [Signature]  
Name: Nathaniel Hagedorn  
Its: Manager

Dated: 5-18-16

Missouri )  
STATE OF ~~MICHIGAN~~ )  
Platte ) SS  
COUNTY OF ~~OAKLAND~~ )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, ~~2015~~, 2016, by Nathaniel Hagedorn the Manager of NP Troy, LLC, a Missouri limited liability company, on behalf of the company.

[Signature]  
Print Name: Amy M. Smith  
Notary Public, ~~Oakland County, Michigan~~ Clay County, Missouri  
My Commission Expires: December 1, 2017  
Acting in the County of Platte ~~Oakland~~

AMY M. SMITH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: December 1, 2017  
Commission # 13552904



My Commission Expires: May 3, 2019  
Acting in the County of Oakland

**COOPERATIVELY DRAFTED BY:**

Thomas G. Sawyer, Esq.  
Hutson, Sawyer, Rupp & Schroeder  
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney  
City of Troy  
500 W. Big Beaver Rd., Troy, MI 48084  
Troy, MI 48084

**WHEN RECORDED RETURN TO:**

Aileen Dickson, City Clerk  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

**ATTACHMENT 1 to REMA**

**DETAILED OUTLINE OF MAINTENANCE, UPKEEP, REPAIR AND REPLACEMENT RESPONSIBILITIES OF GRANTOR (CITY OF TROY) AND GRANTEE (DEVELOPER) ON GRANTOR PROPERTY (INCLUDING THE PERPETUAL EASEMENTS AND OTHER AREAS OF THE CITY PARK PROPERTY) AND BY GRANTEE (DEVELOPER) ON THE GRANTEE PROPERTY**

ITEM	GRANTOR/CITY OF TROY RESPONSIBLE FOR MAINTENANCE, UPKEEP, REPLACEMENT AND REPAIR	GRANTEE/DEVELOPER RESPONSIBLE FOR MAINTENANCE, UPKEEP, REPLACEMENT AND REPAIR
<b>GRANTOR/CITY PARK PROPERTY PERPETUAL EASEMENT AND OTHER LOCATIONS</b>		
Concrete Sidewalks – Snow Removal <i>(Including along Livernois Road and connecting sidewalks from parking lot to Developer assisted living facility, but excluding asphalt or concrete pathways)</i>		X
Concrete Sidewalks – Slab Replacement/Repairs	X	
Asphalt Pathways – Snow Removal	X	
Asphalt Pathways – Surface Repairs	X	
Parking Lot/Entry Drive Easement – Repair and Resurfacing/Restriping		X



<b>Parking Lot/Entry Drive Easement Sweeping</b>	X	
<b>Parking Lot/Entry Drive Easement – Snow Removal</b>		X
<b>Parking Lot Easement Lighting – Electricity Cost</b>		X
<b>Parking Lot Easement Lighting - Repair/replace Fixtures Bulbs, electrical conduit and wires as necessary</b>		X
<b>City Park Lighting (Non Parking Lot Easement) – Electricity Cost</b>	X	
<b>City Park Lighting (Non Parking Lot Easement) - Repair/replace Fixtures Bulbs, electrical conduit and wires as necessary</b>	X	
<b>Storm Water Detention/Retention Easement (Including Bio Swales) – Grass cutting, weed removal, bank stabilization, general cleanup, dredging and repair</b>	X	
<b>Storm Water Detention/Retention Easement - Keep pipes and drains reasonably clear of debris</b>		X
<b>Fountain – Mechanical Maintenance, Repair and Replacement and Storage</b>		X
<b>City Park Amenities (All Buildings, Structures, Fences/Gates) – Maintenance, Repair and Replacement</b>	X	
<b>City Park Amenities – Electricity Cost</b>	X	
<b>City Park Trash Pickup/Dog Waste Pick-up and Bag Replacement</b>	X	
<b>Ancillary City Park Amenities (including but not limited to Benches, Trash Cans, Bicycle Racks) – Maintenance, Repair and Replacement</b>	X	

Turf Grass – Grass Cutting, Sod Replacement, Weed Maintenance, Repairs and Replacement on City of Troy Property	X	
City Park Landscaping (All non-turf grass Plant Materials including trees, shrubs, flowers) – Pruning, Watering, Replacement	X	
Assisted Living Facility Ground Sign Easement – Maintenance/Repair/Replacement		X
Signage for City Park, Wayfinding Signage, Traffic Signage – Maintenance/Repair/Replacement	X	
Underground Utilities Included in the PUD Improvements by Developer – Water, Sanitary Sewer, Storm Sewer, etc. – Maintenance and Repair		X
All Future Improvements to City Park not Included in the PUD Agreement Improvements by Developer – Maintenance, Repair, Replacement and Utility Costs	X	
<b>GRANTEE/DEVELOPER/GRANTEE PROPERTY</b>		
All Facilities, Utilities and Improvements on Grantee Property, Maintained by Grantee/Developer		X

**EXHIBIT A**  
**CERTIFICATE OF SURVEY AND LEGAL**  
**DESCRIPTION OF CITY PARK**  
**PROPERTY**

# CERTIFICATE OF SURVEY

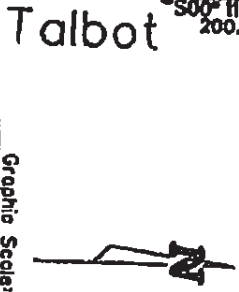
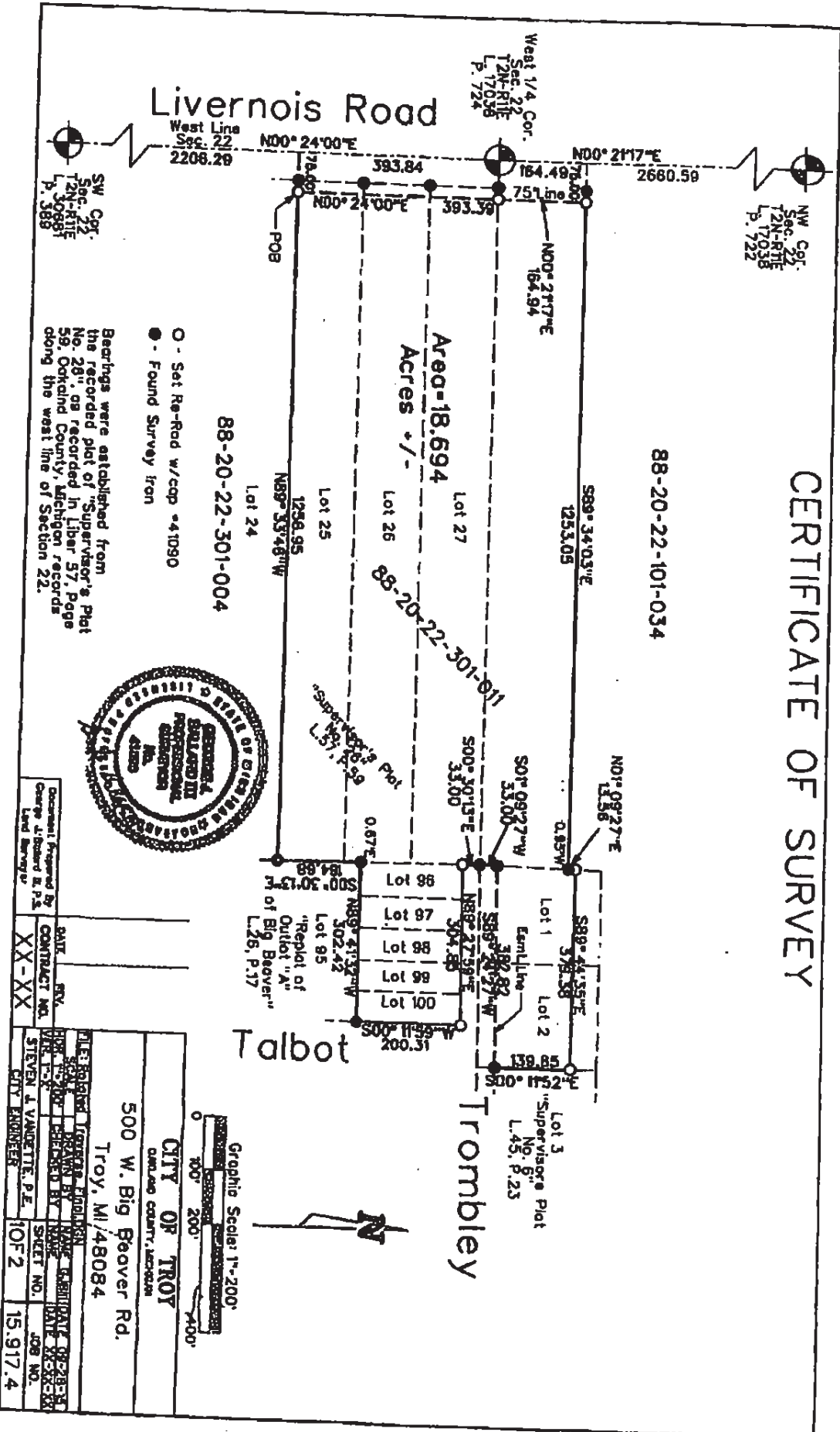
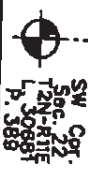
88-20-22-101-034

Aco-18.694 Acres +/-

88-20-22-301-004

Bearings were established from the recorded plat of "Supervisor's Plat No. 28", as recorded in Liber 57, Page 59, Oakland County Michigan records along the west line of Section 22.

- - Set Re-Rod w/cap #41090
- - Found Survey Iron



Contract Prepared By George J. Bond & P.S. Land Surveyor		DATE XX-XX	
Contract No. XX-XX		SHEET NO. JOB NO.	
CITY ENGINEER STEVEN J. VANDETTE, P.E.		DATE 15.917.4	
CITY OF TROY 500 W. Big Beaver Rd. Troy, MI 48084 OAKLAND COUNTY, MICHIGAN			

Graphic Scale: 1"=200'  
0 100' 200' 300'

**Description of Parcel:**

Lots 26 through 27 except the West 22.00 feet, inclusive, of Supervisor's Plat No. 26, as recorded in Liber 57, Page 68 of Oakland County, Michigan records and Lots 1 and 2, except the North 50.00 feet, of "Supervisor's Plat No. 6", as recorded in Liber 46, Page 23 of Oakland County, Michigan records and Lots 98 through 100, inclusive, of "Replat of Outlot 'A' of Big Beaver", as recorded in Liber 28, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being those particularly described as: Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2208.29 feet and South 89 degrees 33 minutes 46 seconds East 75.00 feet to the Point of Beginning being on the east line of Livemans Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 184.84 feet; thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said "Supervisor's Plat No. 6"; thence North 01 degrees 08 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.58 feet; thence South 89 degrees 44 minutes 35 seconds East, 378.98 feet to the east line of Lot 2 of said "Supervisor's Plat No. 6"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.85 feet to the north line of a platbed easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 08 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot 'A' of Big Beaver"; thence South 00 degrees 30 minutes 18 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot 'A' of Big Beaver", 39.00 feet to the northwest corner of said Lot 89; thence North 89 degrees 27 minutes 59 seconds East (recorded as South 89 degrees 20 minutes 00 seconds East, 304.90 feet), along the north line of said Lot 89 through 100, inclusive, 304.85 feet to the northwest corner of Lot 100; thence South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 189.60 feet) to the southeast corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lot 100 through 98, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 88 and the east line of said "Supervisor's Plat No. 26"; thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 184.88 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.85 feet to the east line of Livemans Road and the Point of Beginning. Containing 914,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-361-011

**Certification:**

I, hereby certify that I have surveyed and mapped the land above platted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

*George J. Ballard III*  
George J. Ballard III, P.S.

*9-28-2015*  
Date

**Witness Ties**

- SW Cor. Sec. 22  
(Remon, Mon. in Mon. Box)  
S85° E. 50.36'-PK in SW Cor. of Pole Base
- N88° E. 48.70'-PK in NW Cor. Light Pole Base
- N85° W. 52.85'-PK in NE Cor. Pole Base
- S75° W. 52.35'-Nail in SE Cor. Ped. Signal Pole Base
  
- West 1/4 Cor. Sec. 22  
(Remon, Mon. in Mon. Box)  
N83° W. 55.97'-PK/Washer SW-face pp
- M49° E. 91.36'-PK/Washer NW-face pp
- S37° W. 107.84'-PK/Washer NW-face pp
- East, 75.00'-1/2" Re-Rod \*41080
  
- NW Cor. Sec. 22  
(Remon, Mon. in Mon. Box)  
N53° E. 76.33'-X" 1/2" SW Bolt of Pole
- S42° E. 79.73'-Remon, N/T NE-face pp
- S41° W. 77.67'-Remon, N/T SE-face pp
- N35° W. 88.82'-Troy N/T SW-face pp



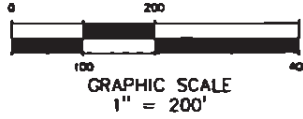
Graphic Scale: 1"=200'  
0 100' 200' 400'

**CITY OF TROY**  
OAKLAND COUNTY, MICHIGAN  
500 W. Big Beaver Rd.  
Troy, MI 48084

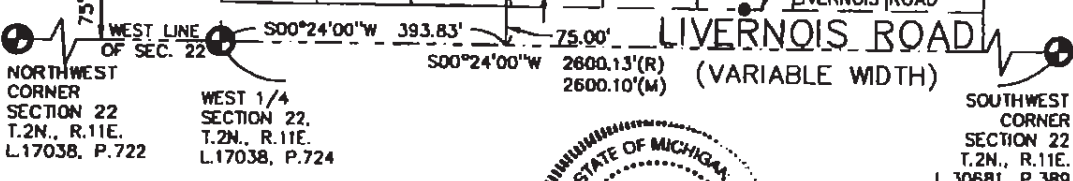
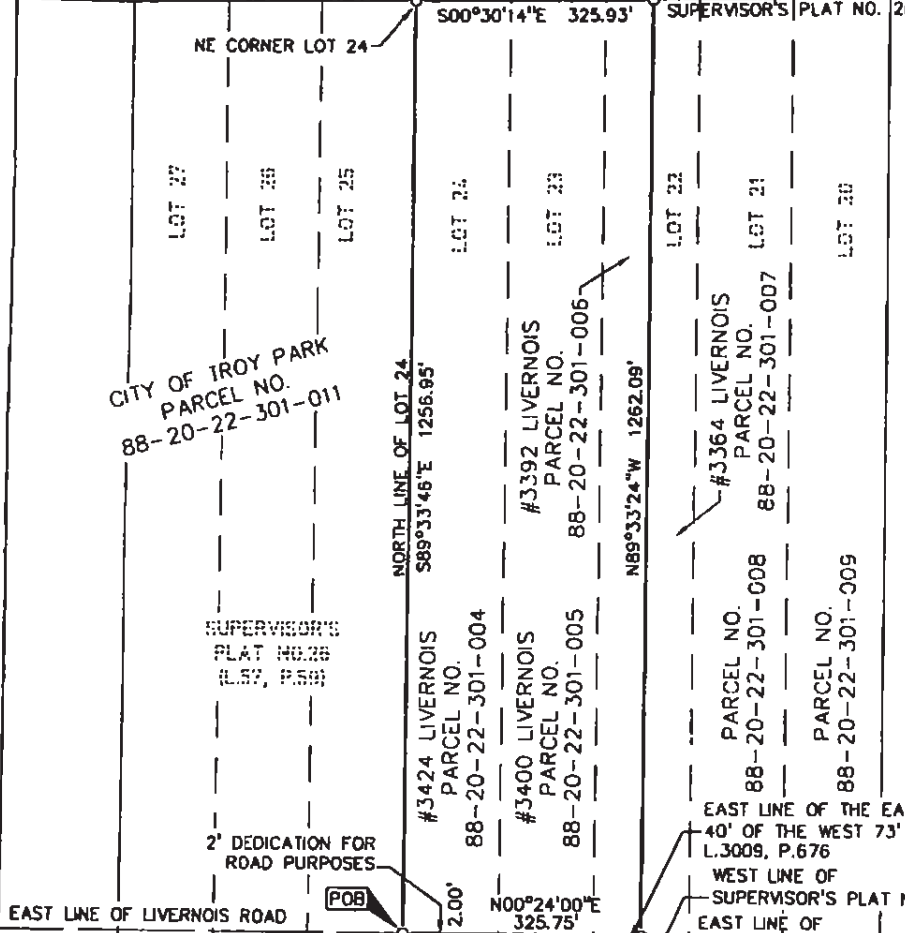
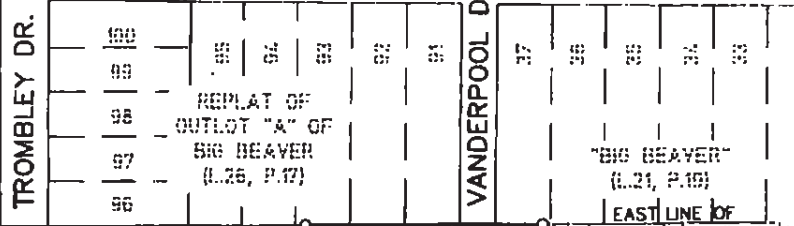
Document Prepared By George J. Ballard III, P.S. Land Surveyor	DATE N/A	CONTRACT NO.	FILED/REGISTERED/RECORDED/INDEXED/MAILED/NOTED BY: STEVEN J. VANOSTRITE, P.E. CITY ENGINEER	DATE 09-28-15
			SHEET NO. 20F2	JOB NO. 15.917.4

**EXHIBIT B**  
**CERTIFICATE OF SURVEY AND LEGAL**  
**DESCRIPTION OF DEVELOPER**  
**PROPERTY**

EXHIBIT "B"  
CERTIFICATE OF SURVEY

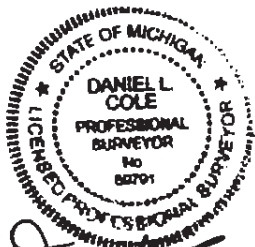


TALBOT DR.



**BASIS OF BEARING:**  
WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO. 26", AS RECORDED IN LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.

- LEGEND:**
- ⊕ SECTION CORNER FOUND
  - FOUND IRON
  - SET IRON



*Daniel Cole*



**PEA, Inc.**  
2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
T: 248.589.8888  
F: 248.589.1944  
www.peainc.com

CLIENT: <b>NORTH POINT DEVELOPMENT</b> 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: 1" = 200'	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 1 of 2

EXHIBIT "B"  
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:

(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22;  
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;  
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;  
thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";  
thence along said East line, S00°30'14"E (recorded as S00°30"E), 325.93 feet;  
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;  
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.  
Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

S65°E 50.36' - PK nail in Southwest face of pole base  
N88°E 48.70' - PK nail in Northwest face of light pole base  
N65°W 52.85' - PK nail in Northeast face of pole base  
S75°W 52.35' - Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

N83°W 55.97' - PK nail w/ washer in Southwest face of power pole  
N49°E 91.36' - PK nail w/ washer in Northwest face of power pole  
S37°W 107.94' - PK nail w/ washer in Northwest face of power pole  
EAST 75.00' - 1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East  
(Monument w/ remon cap in monument box)

N55°E 76.33' - Chiseled "X" in top of Southwest bolt of pole  
S42°E 79.73' - Nail w/ remon tag in Northeast face of power pole  
S41°W 77.67' - Nail w/ remon tag in Southeast face of power pole  
N35°W 88.62' - Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22  
20-22-301-005 Pt Lot 23  
20-22-301-004 Pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that there are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.



3/11/16  
DATE:

*Daniel L. Cole*  
Daniel L. Cole, P.S. #59791  
An Agent for PEA, Inc.



PEA, Inc.

2430 Rochester Ct., Ste 100  
Troy, MI 48063-1472  
T: 248.889.8090  
F: 248.889.1044  
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64130	SCALE: -	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 2 of 2