

X

Liber-31262 Page-920 200077510 3/10/2000 F.E. Youngblood, Wayne Co. Register of Deeds RDTHOTWA

GRANT OF PRIVATE STORM SEWER EASEMENT

D948d 1.3.00

THIS GRANT OF PRIVATE STORM SEWER EASEMENT (this "Easement") is granted by Stonewater LLC, a Michigan limited liability company ("Grantor"), to Stonewater Homeowners Association, Inc., a Michigan non-profit corporation ("Grantee"), for benefit of the Benefited Property (identified below)

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of a parcel of land described on Exhibit "A" as the "LEGAL DESCRIPTION" and attached hereto and by reference made a part hereof (the "Burdened Property"), and the fee simple owner of parcel(s) of land described on Exhibit "B" attached hereto and by reference made a part hereof (the "Benefited Property"), all of which are located in the Stonewater Subdivision located in the Township of Northville, Wayne County, Michigan;

WHEREAS, storm water drainage and surface water runoff collects at points on the Benefited Property and causes inconvenient and unwanted ponding on the Benefited Property; and

WHEREAS, Grantor desires to grant to Grantee for the benefit of the Benefited Property a private storm sewer easement on, over, under and across the easement area described on Exhibit "A" as the "LEGAL DESCRIPTION 20 FT. WD. EASEMENT FOR STORM SEWER" (the "Easement Area"), located on the Burdened Property.

NOW, THEREFORE, Grantor hereby grants to Grantee a storm sewer easement pursuant to the following terms and conditions:

- 1. The recitals above are incorporated into and made a part of this Easement by this reference.
- 2. Grantor grants to Grantee, its successors and assigns, for the benefit of the Benefited Property, a perpetual, non-exclusive easement on, over, under and across the Easement Area for storm water drainage and unretained surface water runoff from the Benefited Property through a collector and/or underground pipes. Grantee shall have the right to enter the Easement Area and to construct, install, maintain, repair and replace any collectors, drainage pipes and related drainage facilities within the Easement Area as may from time to time become necessary or appropriate in the judgment of Grantee to facilitate the drainage of storm water and unretained surface water runoff from the Benefited Property.
- 3. Grantee, its successors and assigns, shall maintain any drainage facilities constructed pursuant to this Easement in a good state of repair. By commencing construction, installation, repair, replacement or maintenance of the storm sewer, Grantee agrees to indemnify, defend and hold harmless Grantor, its successors and assigns, from all cost, expense, liability and claim of liability for injury to persons and damage to property resulting from the installation, maintenance or use of drainage facilities on the Burdened Property or otherwise from the activities of Grantee, its successor and assigns, pursuant to this Easement.
- 4. Grantor reserves the right for itself and its successors and assigns to connect drainage pipes from other property owned by Grantor in the Stonewater Subdivision to the drainage facilities installed by Grantee pursuant to this Easement provided, the effectiveness of the drainage facilities constructed pursuant to this Easement for the purpose of draining water from the Benefited Property shall not be adversely affected by Grantor's use of such facilities and all drainage facilities shall comply with state and local laws and regulations.
- 5. The Easement, and all burdens and benefits thereof, shall be deemed real covenants and shall run with the land for the benefit of the Benefited Property and shall be binding upon the Grantor, its successors and assigns as owners, occupiers or mortgagees of the Burdened Property.

Page-921

WITNESS:

STATE OF MICHIGAN

COUNTY OF OAKIAN &

STONEWATER LLC,

a Michigan limited liability company

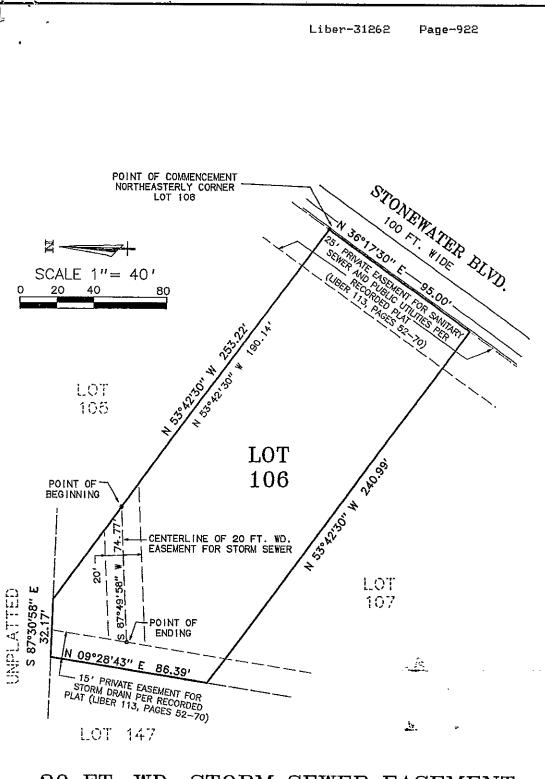
Its: Member

The foregoing instrument was acknowledged before me this 3rd day of anaury , 2000 minic J. Moceri , the Member of Stonewater LLC, a Michigan limited by <u>Dominic J. Moceri</u>, the <u>Member</u> liability company, on behalf of said company.

Genesee County, Michigan My commission expires: 7-12-00

*Print or type name of person signing in black ink.

DRAFTED BY AND WHEN RECORDED REFORN TO: Jorge I. Beltran Wasinger Kickham and Kohls 100 Beacon Centre 26862 Woodward Avenue Royal Oak, Michigan 48067 (248) 414-9900 WK0005568.1



20 FT. WD. STORM SEWER EASEMENT

LOT 106, "STONEWATER SUB. NO.1"
PART OF THE NW, NE., SE., AND SW 1/4 OF SECTION 8,
T-1-S., R-8-E., NORTHVILLE TOWNSHIP
WAYNE COUNTY, MICHIGAN

Giffels-Webster Engineers Inc. ENGINEERS-SURVEYORS-PLANNERS

ENGINEERS-SURVEYORS-PLANNERS 2871 BOND STREET, ROCHESTER HILLS, MICHIGAN 48309 (248) 852-3100

DATE	10/8/99	CKD. BY	DATE	SCALE 1" = 40'
DRAWN	LDA			SHEET 1 OF 2
DESIGN	8	Į.	1	GWE 13788.00

/home/disc2/13788.00/13788ease L-24

LEGAL DESCRIPTION

LOT 106 OF "STONEWATER SUBDIVISION NO.1" A PART OF THE NORTHWEST, NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF SECTION 8, T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 113 PAGES 52 THROUGH 70 OF PLATS, WAYNE COUNTY RECORDS.

LEGAL DESCRIPTION 20 FT. WD. EASEMENT FOR STORM SEWER

CENTERLINE OF A 20 FEET WIDE STORM DRAINAGE EASEMENT IS DESCRIBED AS: COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 106 OF "STONEWATER SUBDIVISION NO.1" AS RECORDED IN LIBER 113, PAGES 52 THROUGH 70 OF PLATS, WAYNE COUNTY RECORDS; THENCE N.53°42'30"W., 190.14 FEET ALONG THE NORTHERLY LINE OF LOT 106 TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID EASEMENT, THENCE S.87°49'58"W., 74.77 FEET TO THE POINT OF ENDING.

20 FT. WD. STORM SEWER EASEMENT

LOT 106, "STONEWATER SUB. NO.1"
PART OF THE NW, NE., SE., AND SW 1/4 OF SECTION 8,
T-1-S., R-8-E., NORTHVILLE TOWNSHIP
WAYNE COUNTY, MICHIGAN

Giffels-Webster Engineers Inc.

ENGINEERS—SURVEYORS—PLANNERS 2871 BOND STREET, ROCHESTER HILLS, MICHIGAN 48309 (248) 852—3100

	SECTION	8	T- 1 -S, R-	8E.	GWE	13788.00
	DESIGN				SHEET 2	OF 2
•	DRAWN	LDA	JNR	10/99	OUTCOT .	05.0
. 1	DATE	10/8/99	CKD, BY	DATE	SCALE	

/home/disc2/13788.00/13788ease L-24

Liber-31262 Page-924

EXHIBIT "A"

EXHIBIT "B"

Lots 101 through 105, inclusive, of "Stonewater Subdivision No. 1" a part of the Northwest, Northeast, Southeast and Southwest 1/4 of Section 8, T-1-s., R-8-E., Northville Township, Wayne County, Michigan, as recorded in Liber 113 of Pages 52 through 70 of Plats, Wayne County Records.

Liber-31262 Page-962 200077538 3/10/2000 F.E. Youngblood, Wayne Co. Register of Deeds





GRANT OF PRIVATE STORM SEWER EASEMENT

THIS GRANT OF PRIVATE STORM SEWER EASEMENT (this "Easement") is granted by Stonewater LLC, a Michigan limited liability company ("Grantor"), to Stonewater Homeowners Association, Inc., a Michigan non-profit corporation ("Grantee"), for benefit of the Benefited Property (identified below)

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of a parcel of land described on Exhibit "A" as the "LEGAL DESCRIPTION" and attached hereto and by reference made a part hereof (the "Burdened Property"), and the fee simple owner of parcel(s) of land described on Exhibit "B" attached hereto and by reference made a part hereof (the "Benefited Property"), all of which are located in the Stonewater Subdivision located in the Township of Northville, Wayne County, Michigan;

WHEREAS, storm water drainage and surface water runoff collects at points on the Benefited Property and causes inconvenient and unwanted ponding on the Benefited Property; and

WHEREAS, Grantor desires to grant to Grantee for the benefit of the Benefited Property a private storm sewer easement on, over, under and across the easement area described on Exhibit "A" as the "LEGAL DESCIRPTION 20 FT. WD STORM SEWER EASEMENT" (the "Easement Area"), located on the Burdened Property.

NOW, THEREFORE, Grantor hereby grants to Grantee a storm sewer easement pursuant to the following terms and conditions:

- The recitals above are incorporated into and made a part of this Easement by this 1. reference.
- Grantor grants to Grantee, its successors and assigns, for the benefit of the Benefited Property, a perpetual, non-exclusive easement on, over, under and across the Easement Area for storm water drainage and unretained surface water runoff from the Benefited Property through a collector and/or underground pipes. Grantee shall have the right to enter the Easement Area and to construct, install, maintain, repair and replace any collectors, drainage pipes and related drainage facilities within the Easement Area as may from time to time become necessary or appropriate in the judgment of Grantee to facilitate the drainage of storm water and unretained surface water runoff from the Benefited Property.
- Grantee, its successors and assigns, shall maintain any drainage facilities constructed pursuant to this Easement in a good state of repair. By commencing construction, installation, repair, replacement or maintenance of the storm sewer, Grantee agrees to indemnify, defend and hold harmless Grantor, its successors and assigns, from all cost, expense, liability and claim of liability for injury to persons and damage to property resulting from the installation, maintenance or use of drainage facilities on the Burdened Property or otherwise from the activities of Grantee, its successor and assigns, pursuant to this Easement.
- Grantor reserves the right for itself and its successors and assigns to connect drainage pipes from other property owned by Grantor in the Stonewater Subdivision to the drainage facilities installed by Grantee pursuant to this Easement provided, the effectiveness of the drainage facilities constructed pursuant to this Easement for the purpose of draining water from the Benefited Property shall not be adversely affected by Grantor's use of such facilities and all drainage facilities shall comply with state and local laws and regulations.
- The Easement, and all burdens and benefits thereof, shall be deemed real covenants and shall run with the land for the benefit of the Benefited Property and shall be binding upon the Grantor, its successors and assigns as owners, occupiers or mortgagees of the Burdened Property.

WITNESS:

STATE OF MICHIGAN

) 55 COUNTY OF GAKLANA

STONEWATER LLC,

a Michigan limited liability company

lts:

DOMINIC J. MOCEN Member

The foregoing instrument was acknowledged before me this 3rd day of January 2000 ninic 1. Moceri the Member of Stonewater LLC, a Michigan limited by <u>Dominic 1. Moceri</u>, the <u>Member</u> liability company, on behalf of said company.

anno , Notary Public County, Michigan

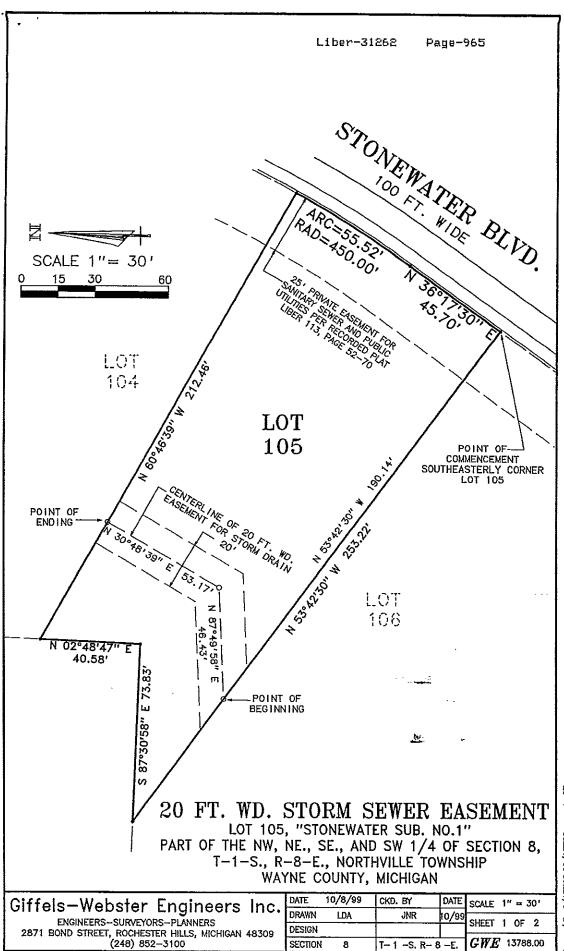
<u>Genesee</u> My commission expires: 7-12-00

*Print or type name of person signing in black ink.

DRAFTED BY AND WHEN RECORDED RETURN TO: Jorge I. Beltráfí Wasinger Kickham and Kohls 100 Beacon Centre 26862 Woodward Avenue Royal Oak, Michigan 48067 (248) 414-9900 WK0005567.1

Liber-31262 Page-964

EXHIBIT "A"



/home/disc2/13788.00/13788ease L--23

LEGAL DESCRIPTION

LOT 105 OF "STONEWATER SUBDIVISION NO.1" A PART OF THE NORTHWEST, NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF SECTION 8, T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 113 PAGES 52 THROUGH 70 OF PLATS, WAYNE COUNTY RECORDS.

LEGAL DESCRIPTION 20 FT. WD. STORM SEWER EASEMENT

THE CENTERLINE OF A 20 FEET WIDE STORM DRAINAGE EASEMENT IS DESCRIBED AS: COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 105 OF "STONEWATER SUBDIVISION NO.1" AS RECORDED IN LIBER 113, PAGES 52 THROUGH 70 OF PLATS, WAYNE COUNTY RECORDS; THENCE N.53°42'30"W., 190.14 FEET ALONG THE SOUTHERLY LINE OF LOT 105 TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID EASEMENT; THENCE N.87°49'58"E., 46.43 FEET; THENCE N.30°48'39"E., 53.17 FEET TO THE POINT OF ENDING.

20 FT. WD. STORM SEWER EASEMENT

LOT 105, "STONEWATER SUB. NO.1"

PART OF THE NW, NE., SE., AND SW 1/4 OF SECTION 8,

T-1-S., R-8-E., NORTHVILLE TOWNSHIP

WAYNE COUNTY, MICHIGAN

Giffels—Webster Engineers Inc.

ENGINEERS-SURVEYORS-PLANNERS 2871 BOND STREET, ROCHESTER HILLS, MICHIGAN 48309 (248) 852-3100

,	DATE	10/8/99	CKD. BY	DATE	SCALE		7
٠,	DRAWN	LDA	JNR	10/99		ΔF Δ	
•	DESIGN					· -	
	SECTION	8	T- 1 -S. R-	8 – E.	GWE	13788.00	

home/disc2/13788.00/13788ease L-23

EXHIBIT "B"

Lots 101 through 104, inclusive, of "Stonewater Subdivision No. 1" a part of the Northwest, Northeast, Southeast and Southwest 1/4 of Section 8, T-1-s., R-8-E., Northville Township, Wayne County, Michigan, as recorded in Liber 113 of Pages 52 through 70 of Plats, Wayne County Records.

9958639 JUN 04 1999

GRANT OF DRAINAGE EASEMENT

THIS GRANT OF DRAINAGE EASEMENT (this "Easement") is given by Grantor to Grantee (both identified below) as of the Effective Date (defined below).

RECITALS:

- A. Grantor is the fee simple owner of the Burdened Property.
- B. Grantee is a non-profit Michigan corporations established for the purpose of managing and administering the affairs of the Benefited Property on behalf of the owner(s) thereof.
- C. Grantor desires to grant for the benefit of Grantee, Grantee's successors and assigns and the Subdivision the Drainage Easement

NOW, THEREFORE, in consideration of the benefits contained herein, the Grantor agrees as follows:

- 1. The following words and phrases, set forth in alphabetical order, are hereby defined for use in subsequent provisions of this Easement.
- (a) **Benefited Property:** property benefited by the Drainage Easement described on Exhibit A attached hereto and made a part hereof.
- (b) **Burdened Property:** property burdened by the Drainage Easement described on Exhibit B attached hereto and made a part hereof.
- (c) **Drainage Easement:** a perpetual non-exclusive easement on over, under and across the Burdened Property for storm water drainage and unretained surface water runoff through a collector and underground drainage pipes.
- (d) **Easement Area:** the area of the Burdened Property more particularly described on Exhibit C attached hereto and made a part hereof.
 - (e) Effective Date: 2/1/1999
- (f) Grantee: Stonewater Homeowners Association, a Michigan Non-Profit Company, whose address is 3005 University Auburn Hills, MI 48326
- (g) Grantor: Stonewater LLC, a Michigan Limited Liability Company, whose address is 3005 University Auburn Hills, MI 48326
 - 2. Grantor grants to Grantee and that of Grantee's successors and assigns, for the benefit of the Benefited

F:\mocmgt\easemrg.frm

つり

R EAS 19 47 599 \$1 MD

Property, the Drainage Easement. Grantee, its agents, employees, successors and assigns shall have the right to enter the Burdened Property and to construct, install, maintain, repair and replace any collectors, drainage pipes and related drainage facilities and appurtenances within the Easement Area as may from time to time become necessary or appropriate in the judgement of Grantee to facilitate the drainage of storm water and unretained surface water runoff from the Benefited Property; provided that any such entry upon the Burdened Property shall not unreasonably interfere with the normal use of the Burdened Property.

- 3. Grantee, its successors and assigns shall maintain any drainage facilities constructed pursuant to this grant of easement in a good state of repair. Grantee and Grantor's successors and assigns, as owners of occupiers of the Burdened Property shall indemnify, defend and hold harmless Grantor, its successors an assigns, from all cost, expense, liability and claim of liability for injury to persons and damage to property resulting from the installation, maintenance or use of drainage facilities on the Burdened Property or otherwise from the activities of Grantee, its agents, employees, successors and assigns, pursuant to the grant of easement.
- 4. The Drainage Easement granted hereunder, and all burdens and benefits thereof, shall be deemed real covenants and shall run with the land for the benefit of the Benefited Property and shall be binding upon the Grantee, its successors and assigns and Grantor, its successors and assigns, as owners or occupiers of the Burdened Property.
- 5. The recitals above and the attachments hereto, are incorporated into and made a part of this Drainage Easement by this reference.

* Kellie D. Nichols

By: Stonewater LLC

STATE OF MICHIGAN

)ss

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 3rd day of May, 1999, by Dominic J. Moceri, the Member of Stonewater LLC, Michigan Limited Liability Company on behalf of said company.

Kerly F. Poniers-Zablocki, Notary Public

Oakland County, Michigan

Its: Member

My commission expires: 12-26-2000

DRAFTED BY:

Edward F. Kickham, Esq. Wasinger Kickham and Kohls 100 Beacon Centre 26862 Woodward Ave. Royal Oak, MI 48067 WHEN RECORDED ARETURN TO: Stonewater Homeowners Association 3005 University Dr. Auburn Hills, MI 48326

SURVEYOR'S CERTIFICATE

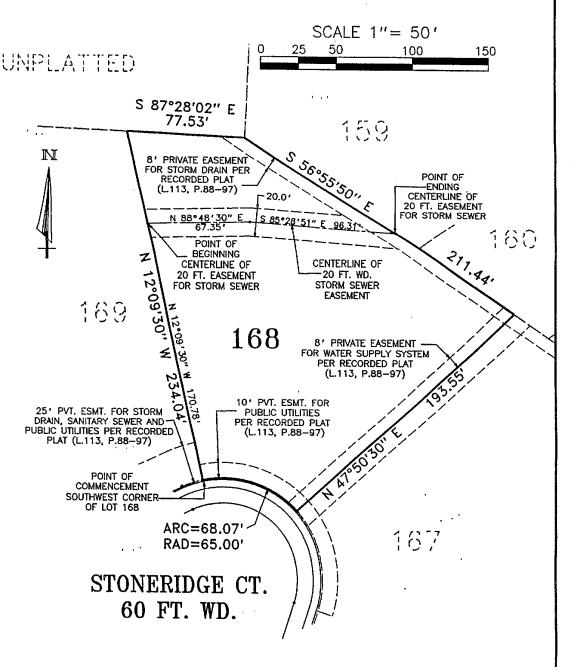
EXHIBIT A

, I, ROBERT D. KOHN, SURVEYOR CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS "STONEWATER SUBDIVISION NO. 2", A PART OF THE NORTHWEST, NORTHEAST AND SOUTHWEST 1/4 OF SECTION 8, T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 8; THENCE S. 89° 58' 42" E., 1057.96 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING ON THE SOUTH LINE OF "DOCKSEY SUBDIVISION", AS RECORDED IN LIBER 82, PAGES 21 AND 22 OF PLATS, WAYNE COUNTY RECORDS; THENCE THE FOLLOWING THREE COURSES ALONG THE PERIMETER OF SAID "DOCKSEY SUBDIVISION": (1) S. 89° 58' 42" E., 242.84 FEET, AND (2) N. 02° 48' 03" E., 990.67 FEET, AND (3) S. 89° 59' 32" W., 276.93 FEET; THENCE N. 02° 32' 27" E., 702.92 FEET; THENCE S. 87° 28' 02" E., 381.63 FEET; THENCE N. 02° 47' 51" E., 434.31 FEET; THENCE S. 87° 30' 58" E., 1,083.45 FEET TO A POINT ON "STONEWATER SUBDIVISION NO. 1", AS RECORDED IN LIBER 113 , PAGES 72 THROUGH 90 OF PLATS, WAYNE COUNTY RECORDS; THENCE THE FOLLOWING FIVE COURSES ALONG THE PERIMETER OF SAID "STONEWATER SUBDIVISION NO. 1": (1) S. 09" 28' 43" W., 489.76 FEET, AND (2) S. 03" 12" 30" W., 60.00 FEET, AND (3) ALONG A CURVE TO THE RIGHT 28.44 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 05° 25' 51" AND A LONG CHORD BEARING OF S. 84° 04' 35" E., 28.42 FEET, AND (4) S. 08° 38' 21" W., 162.34 FEET TO INTERMEDIATE TRAVERSE POINT "A", AND (5) S. 08° 38' 21" W., 25 FEET TO THE WATER'S EDGE OF SPRING HILL LAKE; THENCE ALONG THE WATER'S EDGE OF SAID SPRING HILL LAKE APPROXIMATELY 2,060± FEET TO A POINT ON THE WESTERLY LINE OF SAID "STONEWATER SUBDIVISION NO. 1"; THENCE S. 11° 17' 10" E. 32 FEET ALONG SAID WESTERLY LINE TO INTERMEDIATE TRAVERSE POINT "B", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "A"; THENCE N. 77° 45' 00" W., 275.40 FEET; THENCE S. 70° 30' 00" W., 156.57 FEET; THENCE S. 36° 35' 00" W., 78.35 FEET; THENCE S. 25° 50' 00" W., 267.71 FEET; THENCE S. 15° 30' 00" W., 355.72 FEET; THENCE S. 47° 30' 00" E., 91.07 FEET; THENCE S. 79° 08' 44" E., 138.00 FEET; THENCE N. 71° 00' 00" E., 82.60 FEET; THENCE N. 37° 20' 00" E., 118.71 FEET; THENCE N. 76° 15' 00" E., 93.82 FEET; THENCE S. 87° 15' 00" E., 80.70 FEET; THENCE S. 48° 15' 00" E., 97.45 FEET; THENCE S. 25° 40' 00" E., 165.29 FEET; THENCE S. 78° 27' 50" E., 156.38 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "B" ON A WESTERLY LINE OF SAID "STONEWATER SUBDIVISION NO. 1"; THENCE THE FOLLOWING SEVEN COURSES ALONG THE PERIMETER OF SAID "STONEWATER SUBDIVISION NO. 1": (1) S. 11° 17' 10" E., 118.00 FEET, AND (2) S. 37° 03' 16" E., 65.44 FEET, AND (3) S. 15° 34' 47" E., 164.60 FEET, AND (4) S. 63° 41' 24" W., 41.60 FEET, AND (5) N. 81° 09' 42" W., 356.08 FEET, AND (6) S. 34° 44' 17" W., 105.22 FEET TO INTERMEDIATE TRAVERSE POINT "C", AND (7) S. 34° 44' 17" W., 38 FEET TO THE WATER'S EDGE OF TEAL LAKE; THENCE ALONG THE WATER'S EDGE OF SAID TEAL LAKE APPROXIMATELY 1,475 ± FEET; THENCE N. 85° 01' 00" W., 31 FEET TO INTERMEDIATE TRAVERSE POINT "D", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "C"; THENCE N. 07° 00' 00" W., 60.08 FEET; THENCE N. 46° 40' 00" W., 91.76 FEET; THENCE N. 78° 25' 00" W., 405.03 FEET; THENCE S. 63° 00' 00" W., 106.17 FEET; THENCE S. 14° 30' 00" W., 333.56 FEET; THENCE S. 18° 38' 59" W., 226.32 FEET; THENCE S. 39° 10' 00" W., 113.53 FEET; THENCE S. 18° 20' 00" W., 176.97 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "D"; THENCE N. 85° 01' 00" W., 88.01 FEET; THENCE N. 35° 05' 00" W., 150.00 FEET; THENCE N. 18° 11' 48" W., 62.70 FEET; THENCE N. 35° 05' 00" W., 369.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 52.7 ACRES, MORE OR LESS, AND INCLUDING ALL LANDS BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE AND COMPRISING OF 89 LOTS NUMBERED 121 THROUGH 209, INCLUSIVE.

EXHIBIT B

O FT. WD. STORM SEWER EASEMENT

ENTERLINE OF A 20 FEET WIDE STORM SEWER EASEMENT DESCRIBED AS:
OMMENCING AT THE SOUTHWEST CORNER OF LOT 168 OF "STONEWATER SUBDIVISION
10.2" AS RECORDED IN LIBER 113, PAGES 88 THROUGH 97 OF PLATS, WAYNE COUNTY
ECORDS; THENCE N.12°09'30"W., 170.78 FEET TO THE POINT OF BEGINNING;
HENCE N.88°48'30"E., 67.35 FEET; THENCE S.85°28'51"E., 96.31 FEET TO
HE POINT OF ENDING.



20 FT. WD. STORM SEWER EASEMENT

LOT 168, "STONEWATER SUB. NO.2"

PART OF THE NW, NE AND SW 1/4 OF SECTION 8,
T-1-S., R-8-E., NORTHVILLE TOWNSHIP

WAYNE COUNTY, MICHIGAN

Giffels-Webster	Engineers	Inc.
FNGINFFRS-SURVEYO		

ENGINEERS-SURVEYORS-PLANNERS 2871 BOND STREET, ROCHESTER HILLS, MICHIGAN 48309 (248) 852-3100

DATE 2	2/4/99	CKD. BY	DATE	SCALE 1" = 50'
DRAWN	LDA		2/99	
DESIGN				SHEET 1 OF 2
SECTION	8	T- 1 -S. R- 8	3 –Е.	GWE 13788.04

/home/disc2/13788.00/13788ease

LEGAL DESCRIPTION

LOT 168 OF "STONEWATER SUBDIVISION NO.2" A PART OF THE NORTHWEST, NORTHEAST AND SOUTHWEST 1/4 OF SECTION 8, T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 113 OF PAGES 88 THROUGH 97 OF PLATS, WAYNE COUNTY RECORDS.

20 FT. WD. STORM SEWER EASEMENT

LOT 168, "STONEWATER SUB. NO.2"

PART OF THE NW, NE AND SW 1/4 OF SECTION 8,

T-1-S., R-8-E., NORTHVILLE TOWNSHIP

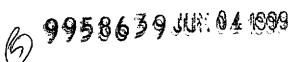
WAYNE COUNTY, MICHIGAN

Giffels-Webster Engineers Inc.

ENGINEERS-SURVEYORS-PLANNERS 2871 BOND STREET, ROCHESTER HILLS, MICHIGAN 48309 (248) 852-3100

`	113 1111011107111					
	DATE	2/4/99	CKD. BY	DATE	SCALE	
-	DRAWN	LDA	JNR	2/99		
	DESIGN					
	SECTION	8	TS. R-	– E.	GWE 13788.04	

/home/disc2/13788.00/13788ease L-7



GRANT OF DRAINAGE EASEMENT

THIS GRANT OF DRAINAGE EASEMENT (this "Easement") is given by Grantor to Grantee (both identified below) as of the Effective Date (defined below).

RECITALS:

- A. Grantor is the fee simple owner of the Burdened Property.
- B. Grantee is a non-profit Michigan corporations established for the purpose of managing and administering the affairs of the Benefited Property on behalf of the owner(s) thereof.
- C. Grantor desires to grant for the benefit of Grantee, Grantee's successors and assigns and the Subdivision the Drainage Easement

NOW, THEREFORE, in consideration of the benefits contained herein, the Grantor agrees as follows:

- 1. The following words and phrases, set forth in alphabetical order, are hereby defined for use in subsequent provisions of this Easement.
- (a) Benefited Property: property benefited by the Drainage Easement described on Exhibit A attached hereto and made a part hereof.
- (b) Burdened Property: property burdened by the Drainage Easement described on Exhibit B attached hereto and made a part hereof.
- (c) **Drainage Easement:** a perpetual non-exclusive easement on over, under and across the Burdened Property for storm water drainage and unretained surface water runoff through a collector and underground drainage pipes.
- (d) **Easement Area:** the area of the Burdened Property more particularly described on Exhibit C attached hereto and made a part hereof.
 - (e) Effective Date: 2/1/1999
- (f) Grantee: Stonewater Homeowners Association, a Michigan Non-Profit Company, whose address is 3005 University Auburn Hills, MI 48326
- (g) Grantor: Stonewater LLC, a Michigan Limited Liability Company, whose address is 3005 University Auburn Hills, MI 48326
 - 2. Grantor grants to Grantee and that of Grantee's successors and assigns, for the benefit of the Benefited

F:\mocmgt\easemrg.frm

B

REAS 19 42 SP9 #W MB

Property, the Drainage Easement. Grantee, its agents, employees, successors and assigns shall have the right to enter the Burdened Property and to construct, install, maintain, repair and replace any collectors, drainage pipes and related drainage facilities and appurtenances within the Easement Area as may from time to time become necessary or appropriate in the judgement of Grantee to facilitate the drainage of storm water and unretained surface water runoff from the Benefited Property; provided that any such entry upon the Burdened Property shall not unreasonably interfere with the normal use of the Burdened Property.

- 3. Grantee, its successors and assigns shall maintain any drainage facilities constructed pursuant to this grant of easement in a good state of repair. Grantee and Grantor's successors and assigns, as owners of occupiers of the Burdened Property shall indemnify, defend and hold harmless Grantor, its successors an assigns, from all cost, expense, liability and claim of liability for injury to persons and damage to property resulting from the installation, maintenance or use of drainage facilities on the Burdened Property or otherwise from the activities of Grantee, its agents, employees, successors and assigns, pursuant to the grant of easement.
- 4. The Drainage Easement granted hereunder, and all burdens and benefits thereof, shall be deemed real covenants and shall run with the land for the benefit of the Benefited Property and shall be binding upon the Grantee, its successors and assigns and Grantor, its successors and assigns, as owners or occupiers of the Burdened Property.
- 5. The recitals above and the attachments hereto, are incorporated into and made a part of this Drainage Easement by this reference.

WITNESSES:

By: Stonewater LLC

* Kellie D. Nichols

Kelly F. Poniers-Zablocki

Dominic J. Moceri

Its: Member

STATE OF MICHIGAN

)ss

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 3rd day of May, 1999, by Dominic J. Moceri, the Member of Stonewater LLC, Michigan Limited Liability Company on behalf of said company.

Kelly F. Poniers-Zablocki, Notary Public

Oakland County, Michigan

My commission expires: 12-26-2000

DRAFTED BY:

Edward F. Kickham, Esq. Wasinger Kickham and Kohls 100 Beacon Centre 26862 Woodward Ave. Royal Oak, MI 48067 WHEN RECORDED, RETURN TO: Stonewater Homeowners Association 3005 University Dr. Auburn Hills, MI 48326

SURVEYOR'S CERTIFICATE

EXHIBIT A

I, ROBERT D. KOHN, SURVEYOR CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS "STONEWATER SUBDIVISION NO. 2", A PART OF THE NORTHWEST, NORTHEAST AND SOUTHWEST 1/4 OF SECTION 8, T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST .1/4 CORNER OF SAID SECTION 8; THENCE S. 89° 58' 42" E., 1057.96 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING ON THE SOUTH LINE OF "DOCKSEY SUBDIVISION", AS RECORDED IN LIBER 82, PAGES 21 AND 22 OF PLATS, WAYNE COUNTY RECORDS; THENCE THE FOLLOWING THREE COURSES ALONG THE PERIMETER OF SAID "DOCKSEY SUBDIVISION": (1) S. 89° 58' 42" E., 242.84 FEET, AND (2) N. 02° 48' 03" E., 990.67 FEET, AND (3) S. 89° 59' 32" W., 276.93 FEET; THENCE N. 02° 32' 27" E., 702.92 FEET; THENCE S. 87° 28' 02" E., 381.63 FEET; THENCE N. 02° 47' 51" E., 434.31 FEET; THENCE S. 87° 30' 58" E., 1,083.45 FEET TO A POINT ON "STONEWATER SUBDIVISION NO. 1", AS RECORDED IN LIBER 113 , PAGES 72 THROUGH 90 OF PLATS, WAYNE COUNTY RECORDS; THENCE THE FOLLOWING FIVE COURSES ALONG THE PERIMETER OF SAID "STONEWATER SUBDIVISION NO. 1": (1) S. 09° 28' 43" W., 489.76 FEET, AND (2) S. 03° 12' 30" W., 60.00 FEET, AND (3) ALONG A CURVE TO THE RIGHT 28.44 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 05° 25' 51" AND A LONG CHORD BEARING OF S. 84° 04' 35" E., 28.42 FEET, AND (4) S. 08° 38' 21" W., 162.34 FEET TO INTERMEDIATE TRAVERSE POINT "A", AND (5) S. 08° 38' 21" W., 25 FEET TO THE WATER'S EDGE OF SPRING HILL LAKE; THENCE ALONG THE WATER'S EDGE OF SAID SPRING HILL LAKE APPROXIMATELY 2,060 ± FEET TO A POINT ON THE WESTERLY LINE OF SAID "STONEWATER SUBDIVISION NO. 1"; THENCE S. 11° 17' 10" E. 32 FEET ALONG SAID WESTERLY LINE TO INTERMEDIATE TRAVERSE POINT "B", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "A"; THENCE N. 77° 45' 00" W., 275.40 FEET; THENCE S. 70° 30' 00" W., 156.57 FEET; THENCE S. 36° 35' 00" W., 78.35 FEET; THENCE S. 25° 50' 00" W., 267.71 FEET; THENCE S. 15° 30' 00" W., 355.72 FEET; THENCE S. 47° 30' 00" E., 91.07 FEET; THENCE S. 79° 08' 44" E., 138.00 FEET; THENCE N. 71° 00' 00" E., 82.60 FEET; THENCE N. 37° 20' 00" E., 118.71 FEET; THENCE N. 76° 15' 00" E., 93.82 FEET; THENCE S. 87° 15' 00" E., 80.70 FEET; THENCE S. 48° 15' 00" E., 97.45 FEET; THENCE S. 25° 40' 00" E., 165.29 FEET; THENCE S. 78° 27' 50" E., 156.38 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "B" ON A WESTERLY LINE OF SAID "STONEWATER SUBDIVISION NO. 1"; THENCE THE FOLLOWING SEVEN COURSES ALONG THE PERIMETER OF SAID "STONEWATER SUBDIVISION NO. 1": (1) S. 11° 17' 10" E., 118.00 FEET, AND (2) S. 37° 03' 16" E., 65.44 FEET, AND (3) S. 15° 34' 47" E., 164.60 FEET, AND (4) S. 63° 41' 24" W., 41.60 FEET, AND (5) N. 81° 09' 42" W., 356.08 FEET, AND (6) S. 34° 44' 17" W., 105.22 FEET TO INTERMEDIATE TRAVERSE POINT "C", AND (7) S. 34° 44' 17" W., 38 FEET TO THE WATER'S EDGE OF TEAL LAKE; THENCE ALONG THE WATER'S EDGE OF SAID TEAL LAKE APPROXIMATELY 1,475 ± FEET; THENCE N. 85° 01' 00" W., 31 FEET TO INTERMEDIATE TRAVERSE POINT "D", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "C"; THENCE N. 07° 00' 00" W., 60.08 FEET; THENCE N. 46° 40' 00" W., 91.76 FEET; THENCE N. 78° 25' 00" W., 405.03 FEET; THENCE S. 63° 00' 00" W., 106.17 FEET; THENCE S. 14° 30' 00" W., 333.56 FEET; THENCE S. 18° 38' 59" W., 226.32 FEET; THENCE S. 39° 10' 00" W., 113.53 FEET; THENCE S. 18° 20' 00" W., 176.97 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "D"; THENCE N. 85° 01' 00" W., 88.01 FEET; THENCE N. 35° 05' 00" W., 150.00 FEET; THENCE N. 18° 11' 48" W., 62.70 FEET; THENCE N. 35° 05' 00" W., 369.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 52.7 ACRES, MORE OR LESS, AND INCLUDING ALL LANDS BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE AND COMPRISING OF 89 LOTS NUMBERED 121 THROUGH 209, INCLUSIVE.

LEGAL DESCRIPTION 20 FT. WD. STORM SEWER EASEMENT

CENTERLINE OF A 20 FEET WIDE STORM SEWER EASEMENT DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 169 OF "STONEWATER SUBDIVISION NO.2" AS RECORDED IN LIBER 113, PAGES 88 THROUGH 97 OF PLATS, WAYNE COUNTY RECORDS; THENCE N.27°04'46"W., 179.62 FEET TO THE POINT OF BEGINNING; THENCE N.64°08'06"E., 95.28 FEET; THENCE N.88°48'30"E., 39.80 FEET TO THE POINT OF ENDING.

UNPLATTED

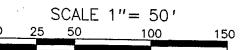
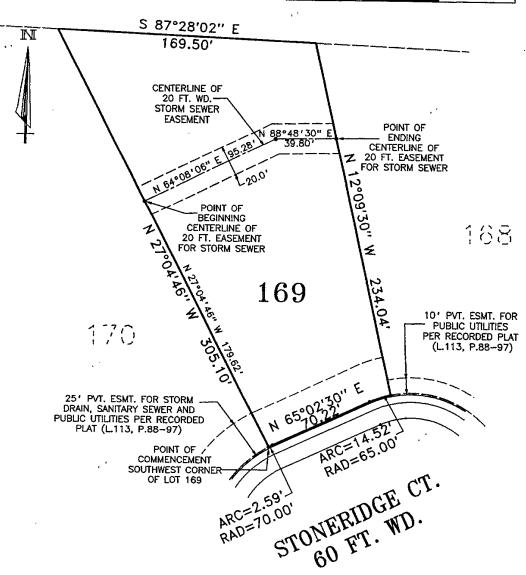


EXHIBIT B



20 FT. WD. STORM SEWER EASEMENT

LOT 169, "STONEWATER SUB. NO.2" PART OF THE NW, NE AND SW 1/4 OF SECTION 8, T-1-S., R-8-E., NORTHVILLE TOWNSHIP WAYNE COUNTY, MICHIGAN

Giffels-Webster Engineers Inc.

ENGINEERS-SURVEYORS-PLANNERS 2871 BOND STREET, ROCHESTER HILLS, MICHIGAN 48309 (248) 852-3100

DATE	2/4/99	CKD. BY	DATE	SCALE 1" = 50'
DRAWN	LDA	JNR	2/99	
DESIGN				SHEET 1 OF 2
SECTION	8	T- 1 -S. R- 8	3 –E.	GWE 13788.04

LOT 169 OF "STONEWATER SUBDIVISION NO.2" A PART OF THE NORTHWEST, NORTHEAST AND SOUTHWEST 1/4 OF SECTION 8, T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 113 OF PAGES 88 THROUGH 97 OF PLATS, WAYNE COUNTY RECORDS.

20 FT. WD. STORM SEWER EASEMENT

LOT 169, "STONEWATER SUB. NO.2"

PART OF THE NW, NE AND SW 1/4 OF SECTION 8,

T-1-S., R-8-E., NORTHVILLE TOWNSHIP

WAYNE COUNTY, MICHIGAN

Giffels-Webster Engineers Inc.

ENGINEERS—SURVEYORS—PLANNERS 2871 BOND STREET, ROCHESTER HILLS, MICHIGAN 48309 (248) 852—3100

_					
	DATE	2/4/99	CKD. BY	DATE	SCALE
•	DRAWN	LDA	JNR	2/99	
	DESIGN	***	1	17.11	SHEET 2 OF 2
	SECTION	8	TS. R-	—Е.	GWE 13788.04

/home/disc2/13788.00/13788ease L-7



9958639 341: 04 1999

GRANT OF DRAINAGE EASEMENT

THIS GRANT OF DRAINAGE EASEMENT (this "Easement") is given by Grantor to Grantee (both identified below) as of the Effective Date (defined below).

RECITALS:

- A. Grantor is the fee simple owner of the Burdened Property.
- B. Grantee is a non-profit Michigan corporations established for the purpose of managing and administering the affairs of the Benefited Property on behalf of the owner(s) thereof.
- C. Grantor desires to grant for the benefit of Grantee, Grantee's successors and assigns and the Subdivision the Drainage Easement

NOW, THEREFORE, in consideration of the benefits contained herein, the Grantor agrees as follows:

- 1. The following words and phrases, set forth in alphabetical order, are hereby defined for use in subsequent provisions of this Easement.
- (a) Benefited Property: property benefited by the Drainage Easement described on Exhibit A attached hereto and made a part hereof.
- (b) **Burdened Property:** property burdened by the Drainage Easement described on Exhibit B attached hereto and made a part hereof.
- (c) **Drainage Easement:** a perpetual non-exclusive easement on over, under and across the Burdened Property for storm water drainage and unretained surface water runoff through a collector and underground drainage pipes.
- (d) Easement Area: the area of the Burdened Property more particularly described on Exhibit C attached hereto and made a part hereof.
 - (e) Effective Date: 2/1/1999
- (f) Grantee: Stonewater Homeowners Association, a Michigan Non-Profit Company, whose address is 3005 University Auburn Hills, MI 48326
- (g) Grantor: Stonewater LLC, a Michigan Limited Liability Company, whose address is 3005 University Auburn Hills, MI 48326
 - 2. Grantor grants to Grantee and that of Grantee's successors and assigns, for the benefit of the Benefited

F:\mocmgt\easemrg.frm

3

REAS IQ YR SPG BU MB

Property, the Drainage Easement. Grantee, its agents, employees, successors and assigns shall have the right to enter the Burdened Property and to construct, install, maintain, repair and replace any collectors, drainage pipes and related drainage facilities and appurtenances within the Easement Area as may from time to time become necessary or appropriate in the judgement of Grantee to facilitate the drainage of storm water and unretained surface water runoff from the Benefited Property; provided that any such entry upon the Burdened Property shall not unreasonably interfere with the normal use of the Burdened Property.

- 3. Grantee, its successors and assigns shall maintain any drainage facilities constructed pursuant to this grant of easement in a good state of repair. Grantee and Grantor's successors and assigns, as owners of occupiers of the Burdened Property shall indemnify, defend and hold harmless Grantor, its successors an assigns, from all cost, expense, liability and claim of liability for injury to persons and damage to property resulting from the installation, maintenance or use of drainage facilities on the Burdened Property or otherwise from the activities of Grantee, its agents, employees, successors and assigns, pursuant to the grant of easement.
- 4. The Drainage Easement granted hereunder, and all burdens and benefits thereof, shall be deemed real covenants and shall run with the land for the benefit of the Benefited Property and shall be binding upon the Grantee, its successors and assigns and Grantor, its successors and assigns, as owners or occupiers of the Burdened Property.
- 5. The recitals above and the attachments hereto, are incorporated into and made a part of this Drainage Easement by this reference.

* Kellie D. Nichols

Kelly F. Poniers-Zablocki

WITNESSES:

By: Stonewater LLC

Dominic / Moceri

Its: Member

STATE OF MICHIGAN

)ss

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 3rd day of May, 1999, by Dominic J. Moceri, the Member of Stonewater LLC, Michigan Limited Liability Company on behalf of said company.

Kelly F. Poniers-Zabłocki, Notary Public

Oakland County, Michigan

My commission expires: 12-26-2000

DRAFTED BY:

Edward F. Kickham, Esq. Wasinger Kickham and Kohls 100 Beacon Centre 26862 Woodward Ave. Royal Oak, MI 48067 WHEN RECORDED, RETURN TO: Stonewater Homeowners Association 3005 University Dr. Auburn Hills, MI 48326

SURVEYOR'S CERTIFICATE

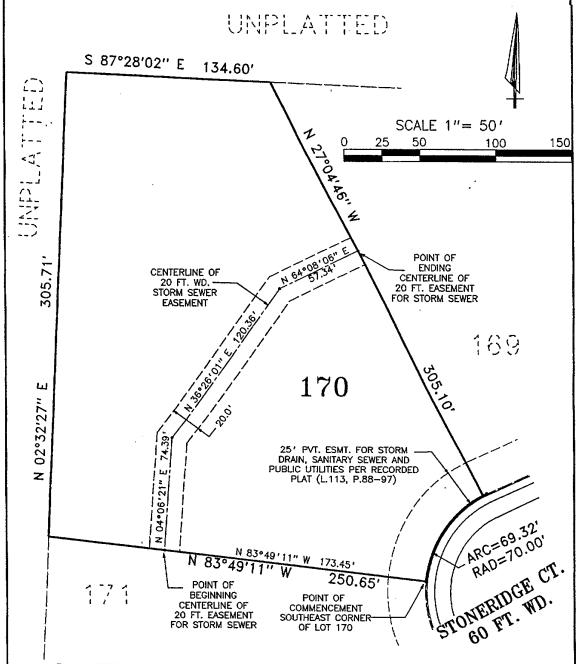
EXHIBIT A

I, ROBERT D. KOHN, SURVEYOR CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS "STONEWATER SUBDIVISION NO. 2", A PART OF THE NORTHWEST, NORTHEAST AND SOUTHWEST 1/4 OF SECTION 8, T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 8; THENCE S. 89° 58' 42" E., 1057.96 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING ON THE SOUTH LINE OF "DOCKSEY SUBDIVISION", AS RECORDED IN LIBER 82, PAGES 21 AND 22 OF PLATS, WAYNE COUNTY RECORDS; THENCE THE FOLLOWING THREE COURSES ALONG THE PERIMETER OF SAID "DOCKSEY SUBDIVISION": (1) S. 89° 58' 42" E., 242.84 FEET, AND (2) N. 02° 48' 03" E., 990.67 FEET, AND (3) S. 89° 59' 32" W., 276.93 FEET; THENCE N. 02° 32' 27" E., 702.92 FEET; THENCE S. 87° 28' 02" E., 381.63 FEET; THENCE N. 02° 47' 51" E., 434.31 FEET; THENCE S. 87° 30' 58" E., 1,083.45 FEET TO A POINT ON "STONEWATER SUBDIVISION NO. 1", AS RECORDED IN LIBER 113, PAGES 72 THROUGH 90 OF PLATS, WAYNE COUNTY RECORDS; THENCE THE FOLLOWING FIVE COURSES ALONG THE PERIMETER OF SAID "STONEWATER SUBDIVISION NO. 1": (1) S. 09° 28' 43" W., 489.76 FEET, AND (2) S. 03° 12' 30" W., 60.00 FEET, AND (3) ALONG A CURVE TO THE RIGHT 28.44 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, CENTRAL ANGLE OF 05° 25' 51" AND A LONG CHORD BEARING OF S. 84° 04' 35" E., 28.42 FEET, AND (4) S. 08° 38' 21" W., 162.34 FEET TO INTERMEDIATE TRAVERSE POINT "A", AND (5) S. 08° 38' 21" W., 25 FEET TO THE WATER'S EDGE OF SPRING HILL LAKE; THENCE ALONG THE WATER'S EDGE OF SAID SPRING HILL LAKE APPROXIMATELY 2,060 ± FEET TO A POINT ON THE WESTERLY LINE OF SAID "STONEWATER SUBDIVISION NO. 1": THENCE S. 11° 17' 10" E. 32 FEET ALONG SAID WESTERLY LINE TO INTERMEDIATE TRAVERSE POINT "B", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "A"; THENCE N. 77° 45' 00" W., 275.40 FEET; THENCE S. 70° 30' 00" W., 156.57 FEET; THENCE S. 36° 35' 00" W., 78.35 FEET; THENCE S. 25° 50' 00" W., 267.71 FEET; THENCE S. 15° 30' 00" W., 355.72 FEET; THENCE S. 47° 30' 00" E., 91.07 FEET; THENCE S. 79° 08' 44" E., 138.00 FEET; THENCE N. 71° 00' 00" E., 82.60 FEET; THENCE N. 37° 20' 00" E., 118.71 FEET; THENCE N. 76° 15' 00" E., 93.82 FEET; THENCE S. 87° 15' 00" E., 80.70 FEET; THENCE S. 48° 15' 00" E., 97.45 FEET; THENCE S. 25° 40' 00" E., 165.29 FEET; THENCE S. 78° 27' 50" E., 156.38 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "B" ON A WESTERLY LINE OF SAID "STONEWATER SUBDIVISION NO. 1": THENCE THE FOLLOWING SEVEN COURSES ALONG THE PERIMETER OF SAID "STONEWATER SUBDIVISION NO. 1": (1) S. 11" 17" 10" E., 118.00 FEET, AND (2) S. 37° 03' 16" E., 65.44 FEET, AND (3) S. 15" 34' 47" E., 164.60 FEET, AND (4) S. 63" 41' 24" W., 41.60 FEET, AND (5) N. 81° 09' 42" W., 356.08 FEET, AND (6) S. 34° 44' 17" W., 105.22 FEET TO INTERMEDIATE TRAVERSE POINT "C", AND (7) S. 34° 44' 17" W., 38 FEET TO THE WATER'S EDGE OF TEAL LAKE; THENCE ALONG THE WATER'S EDGE OF SAID TEAL LAKE APPROXIMATELY 1,475 ± FEET; THENCE N. 85° 01' 00" W., 31 FEET TO INTERMEDIATE TRAVERSE POINT "D", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE; BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "C"; THENCE N. 07° 00' 00" W., 60.08 FEET; THENCE N. 46° 40' 00" W., 91.76 FEET; THENCE N. 78° 25' 00" W., 405.03 FEET; THENCE S. 63° 00' 00" W., 106.17 FEET; THENCE S. 14° 30' 00" W., 333.56 FEET; THENCE S. 18° 38' 59" W., 226.32 FEET; THENCE S. 39° 10' 00" W., 113.53 FEET; THENCE S. 18° 20' 00" W., 176.97 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "D"; THENCE N. 85° 01' 00" W., 88.01 FEET; THENCE N. 35° 05' 00" W., 150.00 FEET; THENCE N. 18° 11' 48" W., 62.70 FEET; THENCE N. 35° 05' 00" W., 369.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 52.7 ACRES, MORE OR LESS, AND INCLUDING ALL LANDS BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE AND COMPRISING OF 89 LOTS NUMBERED 121 THROUGH 209, INCLUSIVE.

EXHIBIT B

LEGAL DESCRIPTION 20 FT. WD. STORM SEWER EASEMENT

CENTERLINE OF A 20 FEET WIDE STORM SEWER EASEMENT DESCRIBED AS:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 170 OF "STONEWATER SUBDIVISION NO.2" AS RECORDED IN LIBER 113, PAGES 88 THROUGH 97 OF PLATS, WAYNE COUNTY RECORDS; THENCE N.83°49'1!"W., 173.43 FEET TO THE POINT OF BEGINNING; THENCE N.04°06'21"E., 74.39 FEET; THENCE N.36°26'01"E., 120.36 FEET; THENCE N.64°08'06"E., 57.34 FEET TO THE POINT OF ENDING.



20 FT. WD. STORM SEWER EASEMENT

LOT 170, "STONEWATER SUB. NO.2"

PART OF THE NW, NE AND SW 1/4 OF SECTION 8,

T-1-S., R-8-E., NORTHVILLE TOWNSHIP

WAYNE COUNTY, MICHIGAN

ENGINEERS-SURVEYORS-PLANNERS 2871 BOND STREET, ROCHESTER HILLS, MICHIGAN 48309 (248) 852-3100

DATE	2/4/99	CKD. BY	DATE	SCALE	
DRAWN	LDA	JNR	2/99	SHEET	-
DESIGN				SHEET	-
SECTION	8	T- 1 -S. R- 8	3 -E.	GWE	

1" = 50'
1 OF 2
13788.04

LEGAL DESCRIPTION

LOT 170 OF "STONEWATER SUBDIVISION NO.2" A PART OF THE NORTHWEST, NORTHEAST AND SOUTHWEST 1/4 OF SECTION 8, T-1-S., R-8-E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 113 OF PAGES 88 THROUGH 97 OF PLATS, WAYNE COUNTY RECORDS.

20 FT. WD. STORM SEWER EASEMENT

LOT 170, "STONEWATER SUB. NO.2"

PART OF THE NW, NE AND SW 1/4 OF SECTION 8,

T-1-S., R-8-E., NORTHVILLE TOWNSHIP

WAYNE COUNTY, MICHIGAN

Giffels-Webster Engineers Inc.

ENGINEERS-SURVEYORS-PLANNERS 2871 BOND STREET, ROCHESTER HILLS, MICHIGAN 48309 (248) 852-3100

DATE	2/4/99	CKD. BY	DATE	SCALE
DRAWN	LDA	JNR	2/90	
DESIGN				SHEET 2 OF 2
SECTION	8	TS. R-	<u>-</u> Е.	GWE 13788.04
	DRAWN DESIGN	DRAWN LDA DESIGN	DRAWN LDA JNR DESIGN	DRAWN LDA JNR 2/99 DESIGN

/home/disc2/13788.00/13788eqse L-7