

PRIVATE ROAD AND STORMWATER EASEMENT AND MAINTENANCE AGREEMENT MORRISON HILLS COURT

This Private Road And Stormwater Easement and Maintenance Agreement ("Agreement") is made effective on the 19 day of December 2023, by **Bridgewood Hills II, L.L.C.**, a Michigan limited liability company, whose address is 2723 S. State, Suite 250, Ann Arbor, Michigan 48104 ("Owner").

RECITALS

- A. Owner is the owner and developer of the real property located in Scio Township, Michigan comprised of approximately 23.13 acres described on the legal description attached as <u>Exhibit A</u> (the "Property").
- B. Owner filed an application for Private Road Permit ("Permit") pursuant to Chapter 24 (the "Private Road Ordinance") of the Township of Scio's ("Township") Code of Ordinances (the "Code"), for establishment of a proposed new private road to be known as Morrison Hills Court (the "Private Road") to serve six (6) single-family residential parcels ("Parcels"), with access off of Morrison Road (the "Project").
- C. In connection with the Project and the Permit, Owner intends to sell the Parcels to other parties in the future. Owner and the future owners of the Parcels (each a "Secondary Owner" and together the "Secondary Owners") will share the use of the Road Improvements.
- D. The Private Road Ordinance establishes construction standards for private roads in the Township. The Private Road shall be constructed in accordance with the final design standards approved by the Township as part of the Township's approval of the Permit approved via resolution of the Township Board on October 25, 2022 (the "Township Approvals") and attached as Exhibit B hereto and incorporated herein (the private roadway system and all of the road improvements in connection therewith are hereinafter collectively referred to as the "Road Improvements"). The Township Approvals also require that the Road Improvements be maintained in a manner consistent with the private roadway system's approved design, construction and all applicable permits. Owner is responsible for the construction of the Road Improvements and for the maintenance, repair or replacement of all Road Improvements located on the Property.

E. In addition to the Road Improvements, Owner will construct a stormwater drainage system on the Property as shown on Exhibit D ("Stormwater Improvements").

described and as depicted on Exhibit D-1

F. Together, the Township Approvals and the Private Road Ordinance, as applicable, require (i) that Owner provide for the construction, long-term care, maintenance, repair, replacement of the Road Improvements and Stormwater Improvements, (ii) that Owner provide a perpetual easement for ingress and egress over the Private Road and Road Improvements to all Secondary Owners, (iii) an easement for maintenance and repair of the Stormwater Improvements; and (iv) that Owner execute this Agreement regarding Owner's and



the Secondary Owners' financial and physical responsibilities for the ongoing care, maintenance, insurance, repair and replacement of the Road Improvements and Stormwater Improvements.

NOW, THEREFORE, for and in consideration of less than \$100, and the mutual covenants and benefits of this Agreement, the receipt, adequacy and sufficiency of which is hereby acknowledged, and fully incorporating the above-stated recitals into this Agreement, the Owner agrees as follows:

Section 1. Reservation and Grant of Easements.

- 1.1 Owner establishes and reserves to itself and any and all Secondary Owners a perpetual easement for the purpose of vehicular and pedestrian access, ingress and egress over and across the Roadway Improvements (in the location as more fully described in Exhibit C) to Morrison Road by Owner, Secondary Owners and their respective tenants, occupants, guests and invitees, and for the construction, use, maintenance, repair and replacement of Road Improvements in accordance with this Agreement (the "Roadway Easement").
- 1.2 Owner establishes and reserves to itself and any and all Secondary Owners a perpetual easement for installation, repair and maintenance of a stormwater drainage systems (in the location as more fully described in Exhibit D) for the construction, use, maintenance, repair and replacement of Stormwater Improvements in accordance with this Agreement (the "Stormwater Easement").
- 1.3 Owner grants to the Township, its employees, agents, consultants and contractors a perpetual access easement to enter in and over the Roadway Improvements (and Parcels) as is reasonably necessary for inspection, use, maintenance and repair of the Road Improvements (the "Access Easement").
- 1.4 The Roadway Easement, Access Easement and Stormwater Easement shall hereinafter be collectively referred to as the "Easements."
- 1.5 The Easements granted pursuant to this Agreement shall burden the land they pass across, over and through, shall run with the Property and each individual Parcel, and the benefits and burdens of this Agreement shall inure to the benefit of, and shall be binding upon the parties and their respective successors, transferees and assigns.
- 1.6. Fire, police and emergency service providers shall have a non-exclusive perpetual easement for access, at all times, over and across Road Improvements for purposes of providing emergency services and traffic enforcement.

Section 2. <u>Construction of the Road Improvements; Repair and Maintenance of the Road</u> Improvements and Stormwater Improvements.

- 2.1 Owner shall, at its sole cost and expense, construct the Road Improvements in accordance with the Township Approvals, the Private Road Ordinances and the final design standards approved by the Township in relation to approval of the Permit and as set forth in the Township Approvals. Owner shall, at its sole cost and expense, construct the Stormwater Improvements in accordance with the Township Approvals.
- 2.2 Owner, until such time that ownership of the Parcels is transferred to the Secondary Owners as set forth in Section 2.3 below, shall be obligated, at its sole cost and expense, to provide for the routine, emergency and long-term maintenance, repair, replacement and operations (including snow removal) of the Road Improvements so as to maintain the Road Improvements in a manner consistent with the Township's approved design and construction standards and in compliance with all applicable Township Approvals, Code, Private Road Ordinance and permits. Owner, until such time that ownership of the Parcels is transferred to the Secondary Owners as set forth in Section 2.3 below, shall be obligated, at its sole cost and expense, to provide for the routine, emergency and long-term maintenance, repair, replacement and operations of the Stormwater Improvements so as to maintain the Stormwater Improvements in a manner consistent with the Township's

approved design and construction standards and in compliance with all applicable Township Approvals, Code, and permits. Maintenance and repair of the Stormwater Improvements shall include, without limitation, regular inspection of the bioswales and removal of debris from the bioswales as needed to ensure proper operation of the Stormwater Improvements. Prior to transfer of all the Parcels to the Secondary Owners, Owner, as manager of the Property, Stormwater Improvements, and Road Improvements, shall have the right, authority and obligation to assess, bill and collect funds from itself and the Secondary Owners for the pro rata share of the costs associated with insurance, maintenance, repair, replacement, and operation of the Stormwater Improvements and Road Improvements, and to lien any delinquent Parcel for unpaid amounts. The pro rata share of the costs associated with the work described in this Section will be based on the work performed, shared equally (i.e. the pro rata share shall be equal for each Parcel without regard to road frontage or parcel size) by the Owner and Secondary Owners, subject only to the extent that any Parcel that causes or disproportionately contributes to the need for maintenance or repair as determined in the reasonable discretion of the Secondary Owners and Owner. Owner and each Secondary Owner shall, at their own expense, perform the routine, emergency and long-term use, maintenance, repair and replacement of the individual driveways and parking spaces within their respective Parcels, up to and including the point where the individual driveways and parking spaces connect to the Road Improvements. Owner and each Secondary Owner shall, at their own expense, perform the routine, emergency and long-term use, maintenance, repair and replacement of the individual stormwater drains within their respective Parcels, up to and including the point where the stormwater drains connect to the Stormwater Improvements.

- 2.3 Commensurate with the transfer of the final Parcel to a Secondary Owner, Owner shall establish a nonprofit corporation (the "Association") responsible for the insurance, maintenance, repair and replacement of the Road Improvements as set forth in Section 2.2 above and in accordance with the Township Approvals. By taking title to a Parcel, each Secondary Owner acknowledges and agrees that the Association has the authority to insure, maintain, repair and replace the Road Improvements in accordance with the terms of this Agreement. Each Secondary Owner of a Parcel shall be a member of the Association. The Secondary Owners shall be responsible for and shall be assessed by the Association a share of the cost of insurance, maintenance, repair and replacement of the Road Improvements (including snow removal) and Stormwater Improvements, as well as any administration related to this Agreement, based on an equal share basis. In the event of a sale of a Parcel or otherwise a split of a Parcel resulting in a new parcel, the purchaser of the sold Parcel or newly created parcel shall be considered to be a new Secondary Owner bound by this Agreement and the formula for computing shared responsibility shall be adjusted consistent with the above formula so that the new Owner shall have a share for assessments as described below.
- 2.4 The Board of Directors of the Association shall establish an annual budget in advance of each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation (including, but not limited to insurance), maintenance, repair, replacement and management of the Road Improvements and Stormwater Improvements in accordance with this Agreement, including a reasonable allowance for contingencies and reserves. The Board of Directors of the Association shall consider and determine, on an annual basis, whether inspection of the condition of the Road Improvements or Stormwater Improvements is necessary and shall arrange for such inspections, when and as needed, but in no event shall the Road Improvements be inspected less often than every three (3) years nor the Stormwater Improvements less often than every two (2) years. Upon written request, The Board of Directors of the Association shall provide copies of any inspection reports to the Township. If the Association fails to complete the inspections of the Road Improvements and Stormwater Improvements, as required under the terms of this Section 2.4, Township shall have the right to require such inspections by written notice to the Association and if such failure to complete the inspections continues thereafter, through any remedy available under applicable law, including any equitable remedy. Copies of the budget shall be delivered to each Secondary Owner and the assessment for each year shall be established, based upon the budget and the terms and conditions of this Agreement. In establishing an annual budget for each fiscal year and the reserve fund, the Board of Directors of the Association shall consider future costs of maintenance, repair and replacement of the Road Improvements.
 - 2.5 Annual assessments as determined in accordance with Section 2.2 above shall be payable by

Secondary Owners annually unless otherwise determined by the Board of Directors, commencing with acceptance of a deed to a Parcel, or a land contract vendee's interest in a Parcel, or with the acquisition of fee simple title to a Parcel by any other means (such assessments shall be prorated on a daily basis for the year of which such Secondary Owner acquires an interest in a Parcel commencing on the date of such acquisition of title). The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. The Board of Directors shall set the due date(s) for payment by Secondary Owners of all assessments.

- 2.6 Special assessments, including but not limited to assessments: (i) for additions in the form of improvements to the Road Improvements or Stormwater Improvements, (ii) which have been levied by the Township, the County Road Commission, or other municipal agencies having jurisdiction over the Private Road or Stormwater Improvements, (iii) if the assessments levied are or may prove to be insufficient to pay the costs of operation, maintenance and any costs of administration of the Road Improvements or Stormwater Improvements, or (iv) in the event of an emergency, may be made by the Board of Directors from time to time and approved by the Secondary Owners as hereinafter provided to meet other needs or requirements of the Association under this Agreement. Special assessments referred to in this Section shall not be levied without the prior approval of at least sixty six percent (66%) of Secondary Owners. The authority to level special assessments pursuant to this Section is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.
- 2.7 Should any assessment remain unpaid for more than ninety (90) days following assessment, the outstanding balance shall be deemed to be delinquent. In addition to all other remedies available to it, the Association may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of a lien that secures payment of the assessment. Each Secondary Owner, and every other person who shall from time to time have an interest in a Parcel, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. Each Secondary Owner does hereby grant to the Association a lien to collect assessments. The provisions of Michigan law pertaining to foreclosure or mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure action and the rights and obligations of the parties to such action. Such lien shall be entitled, from the date of recording, to interest at the equal to the lesser of: (i) six percent (6%) per annum; or (ii) the highest interest rate permitted under applicable law. No Secondary Owner may exempt himself/herself from liability for contribution towards the assessments described herein by waiver of the use or enjoyment of the Private Road, Road Improvements, Stormwater Improvements or by abandonment of the Secondary Owner's Parcel.
- 2.8 By taking title to a Parcel, each Secondary Owner covenants and agrees to pay to the Association: (a) all annual assessments or charges when due; (b) special assessments, if any, and (c) any other charges and assessments properly assessable to each Parcel as set forth in this Agreement and the Articles of Incorporation and Bylaws of the Association.
- 2.9 The Association, through the Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Private Road for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Parcels, provided, however, that such grant by the Association shall not otherwise impair or diminish the rights of the Secondary Owners under this Agreement.
- 2.10 The private roadway is not now and may never be accepted or maintained by the Washtenaw County Road Commission.

Section 3. Other Terms and Provisions.

- 3.1 All rights hereunder granted shall not be further assignable by Owner or any Secondary Owner except as an appurtenance to and in conjunction with the sale of their respective Parcels. The terms and provisions of this Agreement, and any and all covenants of Owner contained herein shall be binding upon Owner's successors, transferees and assigns.
- 3.2 The provisions of this instrument may be amended, but only with the prior written consent of all of the Secondary Owners (and Owner if Owner still owns Parcel(s)) and Scio Township. Any amendment to this Agreement shall be recorded in the Washtenaw County Records.
- 3.3 The laws of the State of Michigan shall govern the interpretation, validity, performance and enforcement of this Agreement. Invalidation of any provision of this Agreement by judgment or court order shall not affect the validity of any other provision, which shall remain in full force and effect.

Dated December 19, 2023

OWNER:

Bridgewood Hills II, L.L.C., a Michigan limited liability company

By: Vlasic Properties, L.L.C., a Michigan limited liability company

Its: Sole Member

By: Vlasic Development, L.L.C., a Michigan limited

liability company Its: Manager

Name: ROBERT A. ALDRICH Its: PAGS 10 FAVE

The foregoing instrument was acknowledged before me this 19 day of December 2023, by Robert A Aldrich the President of Vlasic Development, LLC., a Michigan limited liability company, as Manager of Vlasic Properties, L.L.C., the Sole Member of Bridgewood Hills II, L.L.C., a Michigan limited liability company, on behalf of such company.

> Cynthia D Cole CHATHIA D COLE, Notary Public Ozkland County, Michigan

My Commission Expires: 7 March 2028

Acting in Washtenaw County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO:

Timothy P. Bliss, Esq. Kostopoulos Rodriguez, PLLC 550 W. Merrill, Suite 100 Birmingham, Michigan 48009

EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

Land in the Township of Scio, County of Washtenaw, Michigan described as:

Commencing at the West 1/4 corner of Section 9, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence S89°23'30"E 327.49 feet along the E-W 1/4 line of said Section 9, as monumented; thence N47°05'04"E 365.60 feet along the centerline of Morrison Road (66.00' wide); thence N63°02'56"W 35.16 feet; thence along the Northwesterly line of said Morrison Road, as recorded in Liber 1051, Pages 107-108, W.C.R, in the following eight (8) described courses: N47°05'04"E 12.95 feet; N50°04'34"E 306.60 feet; N23°46'34"E 201.65 feet; N61°08'34"E 455.75 feet; N43°59'40"E (N43°59'34"E recorded) 359.25 feet; N66°34'20"E 193.26 feet measured (193.54 feet recorded); S80°20'42"E 28.21 feet measured (28.24 feet recorded); and N31°53'42"E 89.69 feet measured (90.00 feet recorded) to the POINT OF BEGINNING;

thence N45°13'49"W 35.35 feet;

thence S34°01'37"W 47.02 feet;

thence N23°52'41"W 109.37 feet;

thence N24°31'25"W 465.49 feet;

thence N31°55'28"W 632.83 feet;

thence S75°54'00"E 544.06 feet along the southerly right-of-way line of the Michigan Central Railroad (variable width) to intermediate reference point 'A';

thence continuing S75°54'00"E 35 feet (more or less) from said reference point 'A' to the water's edge of the Huron River;

thence southeasterly along the westerly edge of said Huron River;

thence S21°13'02"W 31 feet (more or less) to intermediate reference point 'B', said intermediate reference point 'B' being the following three courses from aforementioned reference point 'A': S10°32'07"E 733.42 feet, S46°22'00"E 370.69 feet and N88°09'46"E 136.92 feet;

thence S21°13'02"E 107.46 feet;

thence S17°12'22"W 115.75 feet along the westerly line of lands for which flowage rights were conveyed by George H. Scriber & wife to Huron Farms Company by deed, dated June 26, 1926 and recorded in Liber 260 of Deeds, Page 506, W.C.R.;

thence N89°22'22"W 38.51 feet to reference point 'C';

thence from said reference point 'C', Northerly and Westerly along a contour at elevation 835 feet above sea level, U.S. Geological Survey Datum, as determined by surveys made under the direction of Gardner S. Williams, a Consulting Engineer, in 1908 and 1909 to reference point 'D', said reference point 'D' being distant from reference point 'C' along an intermediate traverse line for the following three courses: N46°47'39"E 52.64 feet; N08°57'49"E 81.47 feet; and N73°41'42"W 291.57 feet;

thence S31°44'19"W 102.16 feet along the East line of the West 1/2 of Lot 3 of said Morrison's River Front Subdivision;

thence N58°58'28"W 124.71 feet along the North line of River Street (66.00' wide);

thence N29°43'36"E 83.54 feet measured (81.80 feet recorded) along the easterly right-of-way line of said Morrison Road;

thence N71°34'47"W 64.87 feet measured (67.25 feet recorded) along the northerly right-of-way line of said Morrison Road to the POINT OF BEGINNING. Being a part of the NW 1/4 of said Section 9, T2S, R5E, Scio Township, Washtenaw County, Michigan, containing 8.88 acres of land, more or less, and all riparian rights thereof. Being subject to easements and restrictions of record, if any.

Parcel 3:

Commencing at the West 1/4 Corner of Section 9, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan; thence South 89°23'30" East 327.07 feet along the East & West 1/4 line of said section; thence N 47°09' East 366.01 feet; thence North 62°59'West 35.16 feet; thence North 47°09' East 12.95 feet; thence North 50°08'30" East 306.60 feet; thence North 23°50'30" East 201.66 feet; thence North 61°12'30" East 455.75 feet for a PLACE OF BEGINNING; thence North 22°52'30" West 829.63 feet; thence North 1°31' East 322.00 feet; thence South 85°03' East 312.0 feet; thence South 56°04' East 260.40 feet; thence South 24°42'30" East 464.10 feet; thence South 23°56' East 108.99 feet; thence North 34°13' East 47.0 feet; thence South 45°08' East 35.0 feet; South 31°31'30" West 90.0 feet; thence North 80°26'30" West 28.24 feet; thence South 66°37'30" West 193.54 feet; thence South 44°03'30" West 359.25 feet to the PLACE OF BEGINNING, being a part of the Northwest 1/4 of said Section 9, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan.

ALSO including the following described parcel;

Commencing at the Northwest corner of Section 9, Town 2 South, Range 5 East, Scio Township, Washtenaw county, Michigan, thence North 89°09' East 300.68 feet in the North line of Section; thence South 74°36' East 214.95 feet; thence South 75°12' East 514.65 feet; thence South 10°18' West 70.25 feet for a PLACE OF BEGINNING; thence South 10°18' West 401.50 feet; thence South 86°27' East 312 feet; thence South 53°43' East 260 feet; thence North 31°26' West 633 feet; thence North 75°12' West 128.75 feet to the PLACE OF BEGINNING, being a part of the Northwest fractional quarter of Section Nine (9), Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan.

Being more particularly described as follows:

LEGAL DESCRIPTION OF A 14.18 ACRE PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 9, T2S, R5E, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the West 1/4 corner of Section 9, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence S 89°23'30" E 327.49 feet along the E-W 1/4 line of said Section 9, as monumented; thence N 47°05'04" E 365.60 feet along the centerline of Morrison Road (66.00 feet wide) as recorded in Liber 1051, Pages 107-108, W.C.R.; thence N 63°02'56" W 35.16 feet; thence along the northwesterly right-of-way line of said Morrison Road, in the following four (4) described courses: N 47°05'04" E 12.95 feet; N 50°04'34" E 306.60 feet; N 23°46'34" E 201.65 feet; N 61°08'34" E 455.75 feet to the POINT OF BEGINNING,

thence N 22°55'59" W 829.43 feet;
thence N 01°27'31" E 322.10 feet;
thence N 09°40'35" E 404.66 feet;
thence S 75°54'00" E 129.40 feet along the South right-of-way line of the Michigan Central Railroad;
thence S 31°55'28" E 632.83 feet;
thence S 24°31'25" E 465.49 feet;
thence S 23°52'41" E 109.37 feet;
thence N 34°01'37" E 47.02 feet;
thence S 45°13'49" E 35.35 feet;
thence along the Northwesterly right-of-way line of said Morrison Road in the following four (4) courses:

S 31°53'42" W 89.69 feet; N 80°20'42" W 28.21 feet; S 66°34'20" W 193.26 feet; S 43°59'34" W 359.25 feet to the POINT OF BEGINNING. Being a part of the NW 1/4 of Section 9, T2S, R5E, Scio Township, Washtenaw County, Michigan and containing 14.18 acres of land, more or less. Being subject to easements and restrictions of record, if any.

Commonly known as: 2323 Morrison Road, Dexter, MI 48130 (Parcel 1)

Vacant Land/Morrison Road (Parcel 3)

Tax Parcel ID: 08-09-200-042 (Parcel 1)

08-09-200-048 (Parcel 3)

EXHIBIT B BOARD RESOLUTION

MOTION by Hathaway, support by Brazeau, to approve PRP#22001 / Morrison Hills Private Road based on the Planning Commission's findings that the private road meets the standards contained in the Private Road Ordinance, with the following condition: That the Township Attorney review and approve the revised private road easement and maintenance agreement.

Motion passed by voice vote.

Exhibit C

Exhibit C- Legal Description of Roadway Easement

Exhibit C-1 - Approved Layout Plan for Private Road-Morrison Hills Court

> Full-sized images on file at: Midwestern Consulting 3815 Plaza Drive Ann Arbor, MI 48108

EXHIBIT C LEGAL DESCRIPTION OF ROADWAY EASEMENT

66 Foot Wide Private Road Easement "Morrison Hills Court"

LEGAL DESCRIPTION FOR A 66- FOOT WIDE PRIVATE ROAD EASEMENT FOR PARCELS OF LAND IN THE NW 1/4 OF SECTION 9, T2S, R5E, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

Commencing at the West 1/4 corner of Section 9, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence S89°23'30"E 327.49 feet along the E-W 1/4 line of said Section 9; thence N47°05'04"E 365.60 feet along the centerline of Morrison Road (66 feet wide) as recorded in Liber 1051, Pages 107-108; thence N63°02'56"W 35.16 feet; thence along the northwesterly right-of-way line of said Morrison Road, in the following five (5) described courses: 1) N47°05'04"E 12.95 feet; 2) N50°04'34"E 306.60 feet; 3) N23°46'34"E 201.65 feet; 4) N61°08'34"E 455.75 feet; (5) thence N43°59'40"E 199.56 feet to the POINT OF BEGINNING;

thence N46°00'20"W 20.17 feet;

thence 242.02 feet along a tangential curve to the right, radius 208.00 feet, central angle 66°40'01", long chord N12°40'19"W 228.60 feet;

thence N20°39'41"E 50.25 feet:

thence 99.75 feet along a tangential curve to the left, radius 142.00 feet, central angle 40°14'52", long chord N00°32'15"W 97.71 feet;

thence N19°35'11"W 286.04 feet;

thence 39.03 feet along a tangential curve to the left, radius 30.00 feet, central angle 74°32'02", long chord N56°51'12"W 36.33 feet;

thence 360.72 feet along a reverse curve to the right, radius 75.00 feet, central angle 275°34'24", long chord N43°39'59"E 100.78 feet;

thence 11.02 feet along a reverse curve to the left, radius 30.00 feet, central angle 21°02'22", long chord S09°04'00"E 10.95 feet;

thence S19°35'11"E 349.55 feet;

thence 146.11 feet along a tangential curve to the right, radius 208.00 feet, central angle 40°14'52", long chord S00°32'15"W 143.13 feet;

thence S20°39'41"W 50.25 feet;

thence 165.23 feet along a tangential curve to the left, radius 142.00 feet, central angle 66°40'01", long chord S12°40'19"E 156.06 feet;

thence S46°00'20"E 20.17 feet;

thence S43°59'40"W 66.00 feet along said Northwesterly right-of-way line of Morrison Road to the POINT OF BEGINNING. Being a part of the NW 1/4 of said Section 9. Being subject to any easements and restrictions of record, if any.

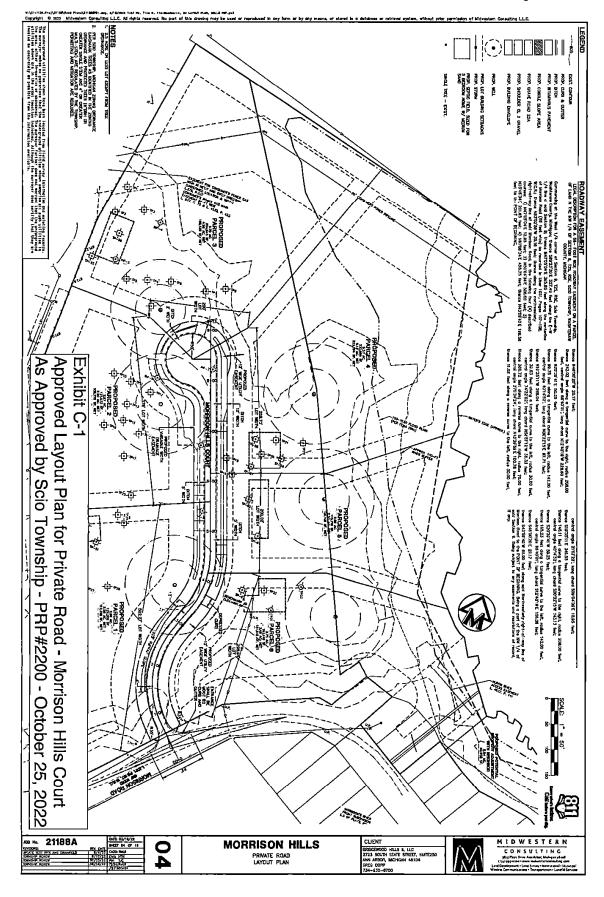


Exhibit D

Exhibit D - Legal Description of Roadway Easement

Exhibit D-1 - Approved Storm Water Management Plan for Private Road -Morrison Hills Court

> Full-sized images on file at: Midwestern Consulting 3815 Plaza Drive Ann Arbor, MI 48108

EXHIBIT D

LEGAL DESCRIPTION OF ROADWAY EASEMENT

LEGAL DESCRIPTION FOR A VARIABLE WIDTH DRAINAGE EASEMENT ON A PARCEL OF LAND IN THE NW 1/4 OF SECTION 9, T2S, R5E, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

Commencing at the West 1 /4 corner of Section 9, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence S89°23'30"E 327.49 feet along the E-W 1/4 line of said Section 9, as monumented; thence N47°05'04"E 365.60 feet along the centerline of Morrison Road (66.00' wide); thence N63°02'56"W 35.16 feet; thence along the Northwesterly line of said Morrison Road, as recorded in Liber 1051, Pages 107-108 in the following five (5) described courses: 1) N47°05'04"E 12.95 feet; 2) N50°04'34"E 306.60 feet; 3) N23°46'34"E 201.65 feet; 4) N61°08'34"E 455.75 feet; 5) N43°59'40"E 232.56 feet; thence along the centerline of Morrison Hills Court (66 feet wide) in the following five (5) courses: 1) N46°00'20"W 20.17 feet; 2) 203.62 feet along a tangential curve to the right, radius 175.00 feet, central angle 66°40'01", long chord N12°40'25"W 192.33 feet; 3) N20°39'41"E 50.25 feet; 4) thence 122.93 feet along a tangential curve to the left, radius 175.00 feet, central angle 40°14'52", long chord N00°32'15"E 120.42 feet; 5) thence N19°35'11"W 216.31 feet; thence S70°24'49"W 33.00 feet to the POINT OF BEGINNING;

thence continuing S70°24'49"W 32.50 feet;

thence N19°35'17"W 35.94 feet;

thence 81.79 feet along a tangential curve to the left, radius 100.00 feet, central angle 46°51'36", long chord N43°00'59"W 79.53 feet;

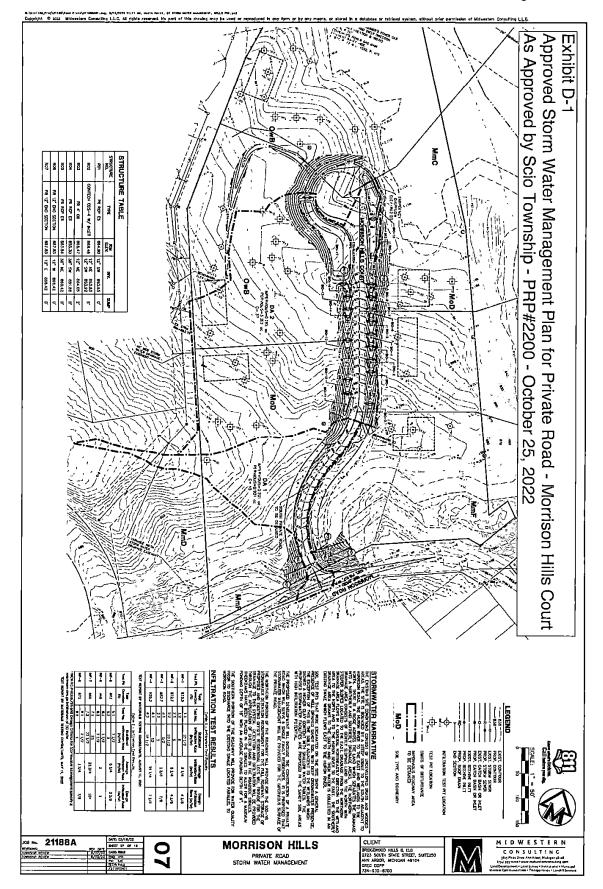
thence 69.52 feet along a reverse curve to the right, radius 85.00 feet, central angle 46°51'36", long chord N43°00'59"W 67.60 feet;

thence N70°24'43"E 14.00 feet;

thence 97.57 feet along a non-tangential curve to the left, radius 75.00 feet, central angle 74°32'03", long chord S56°51'12"E 90.83 feet;

thence 39.03 feet along a reverse curve to the right, radius 30.00 feet, central angle 74°32'02", long chord S56°51'12"E 36.33 feet;

thence S19°35'17"E 69.73 feet to the POINT OF BEGINNING. Being a part of the NW 1/4 of said Section 9, T2S, R5E, Scio Township, Washtenaw County, Michigan. Being subject to easements and restrictions of record, if any.



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Exhibit D-1 Approved Storm Water Calculations for Private Road - Morrison Hills Court As Approved by Scio Township - PRP#2200 - October 25, 2022			Company Comp
LOSI No. 21188A OUT 60/16/72 OU	MORRISON HILLS PRIVATE ROAD STORM WATER CALCULATIONS 1 OF 2	CLIENT BRIDGEWOOD HILS II, LLC 2723 SOUTH STATE STREET, SUTE250 ANN ARROR, MICHIGAN 49104 GREE COPP 734-830-6700	MIDWESTERN CONSULTING play the Proceedings Market grade play the surface of the Consultation of the Consul

