



CITY of NOVI CITY COUNCIL

**Agenda Item F
December 7, 2009**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Nadlan II, LLC for the Beck North Corporate Park II – Unit #35 located at 29930 Hudson Drive, between Beck Road and West Park Drive in Section 4 (parcel 22-04-378-029).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTL*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Nadlan II, LLC has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the Beck North Corporate Park II – Unit #35 site, located at 29930 Hudson Drive, between Beck Road and West Park Drive, in Section 4 of the City of Novi. The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's November 20, 2009 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Nadlan II, LLC for the Beck North Corporate Park II – Unit #35 located at 29930 Hudson Drive, between Beck Road and West Park Drive in Section 4 (parcel 22-04-378-029).

| | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Mayor Landry | | | | |
| Mayor Pro Tem Gatt | | | | |
| Council Member Crawford | | | | |
| Council Member Fischer | | | | |

| | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Council Member Margolis | | | | |
| Council Member Mutch | | | | |
| Council Member Staudt | | | | |

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

City of Novi



Beck North Unit 35



November 20, 2009

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9300
Fax: 248-851-2158
www.secretwardle.com

Rob Hayes, Public Services Director
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

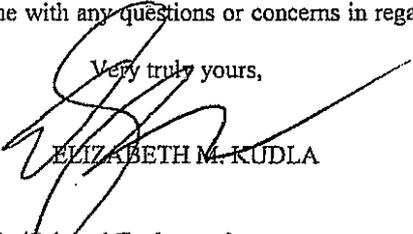
**Re: Beck North, Unit 35 - SP06-46
Storm Drainage Facility Maintenance Easement Agreement
Access Easement Agreement
Our File No. 660125.NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for Beck North, Unit 35, as well as a corresponding Access Easement Agreement, permitting access to the facilities for purposes of inspection and maintenance. The City's Consulting Engineer has approved the Exhibits and the schedule of maintenance. The Agreement, along with the corresponding Access Easement Agreement, appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Storm Drainage Facility Maintenance Easement Agreement as well as the Access Easement Agreement should be recorded with Oakland County Records by the City Clerk's Office.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,


ELIZABETH M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Original Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Taylor Reynolds and Byron Hanson, Spalding DeDecker (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Jeff Pitt and Jackie Varney, Amson Dembs (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

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**STORM DRAINAGE FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT is made as of this 31st day of May, 2007, by and between Nadlan II, L.L.C., whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48275 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 4 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A, (the "Property").

B. Unit 35, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner, hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. Storm water maintenance activities shall follow the schedule per attached Exhibit B hereto.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit. Notwithstanding, the foregoing, Grantor does not waive its right to appeal the determination by City Council, or other body or official designated to conduct such hearing, in a court of competent jurisdiction.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described to the terms and conditions of this agreement.

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

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

Nadlan II, L.L.C., a Michigan limited liability company
Nadlan L.L.C., a Michigan limited liability company, its sole member
By: Richards-Pitt, L.L.C., its authorized member

By: *Jeffrey Pitt*
Jeffrey Pitt, its authorized member

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing was acknowledged before me as of this 31st day of May, 2007, by Jeffrey Pitt, member of Richards-Pitt L.L.C., a Michigan limited liability company, authorized member of Nadlan, L.L.C., a Michigan limited liability, sole member of Nadlan II, L.L.C., a Michigan limited liability company on behalf of such company.

JACLYN M. VARNEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 22, 2013
ACTING IN THE COUNTY OF

Jaclyn M Varney
Notary Public, Oakland County, MI
My commission expires: 10/22/13

WITNESS:

(Grantee)
CITY OF NOVI
A Municipal Corporation

By _____ Its: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this _____ day of _____, 200_, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by and after recording,
return to:
Jeffrey Pitt
26105 Lannys Road, Suite A
Novi, Michigan 48375

EXHIBIT A

LEGAL DESCRIPTION:

UNIT 35- FORMALLY UNIT 29, UNIT 30 AND THE SOUTH 74.98 FEET OF UNIT 26 AND 28 OF "BECK NORTH CORPORATE PARK", AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN.

ALSO, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF UNIT 30, "BECK NORTH CORPORATE PARK", AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN; THENCE N09°53'28"E 95.86 FEET; THENCE 227.91 FEET ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 30°22'05", CHORD BEARING N05°17'35"W 225.25 FEET; THENCE N20°28'37"W 60.79 FEET; THENCE S89°53'52"E 546.63 FEET; THENCE S00°08'08"W 74.98 FEET; THENCE S35°19'52"W 195.87 FEET; THENCE S00°06'08"W 88.16 FEET; THENCE S49°41'31"W 230.21 FEET; THENCE N67°16'09"W 251.46 FEET TO THE POINT OF BEGINNING, CONTAINING 4.18 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B

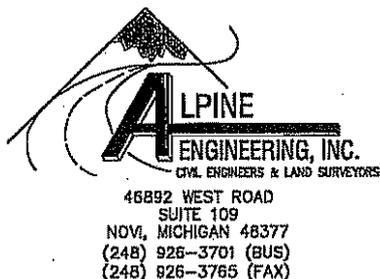
Maintenance Tasks and Schedule During Construction Components

| Tasks | Storm Sewer | Catch Basin | Catch Basin | Outflow Control | Schedule |
|---|-------------|-------------|----------------|-----------------|-------------------------------|
| | System | Sumps | Inlet Castings | Structures | |
| Inspect for sediment accumulation | | X | X | X | Weekly |
| Removal of sediment accumulation | | X | X | X | As needed & prior to turnover |
| Inspect for floatables and debris | | X | X | X | Quarterly |
| Cleaning of floatables and debris | | X | X | X | Quarterly & at turnover |
| Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer | X | | | X | As needed & at turnover |
| Make adjustments or replacements as determined by wet weather inspection | X | | | X | As needed |

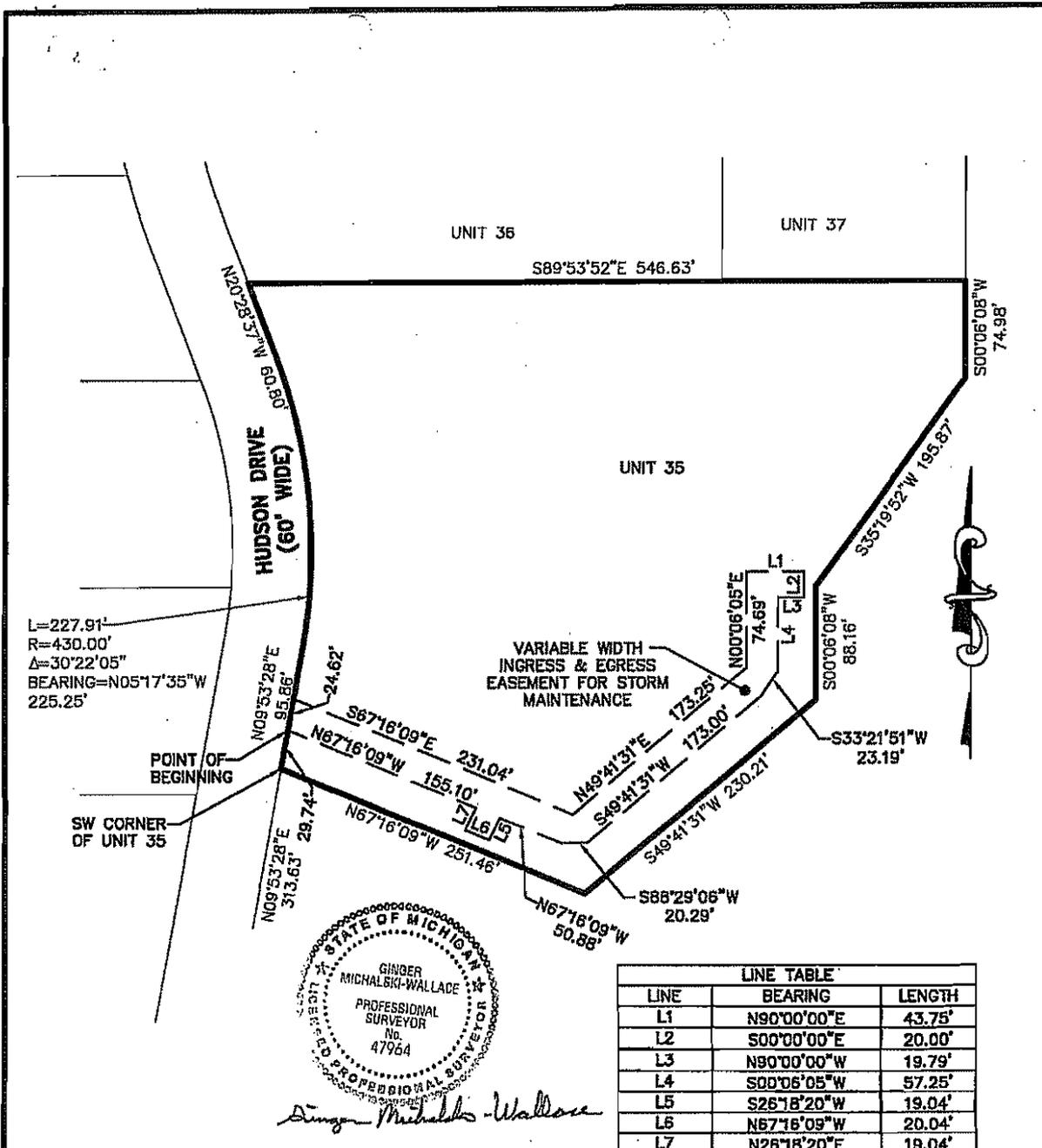
Permanent Maintenance Tasks and Schedule Components

| Tasks | Storm Sewer | Catch Basin | Catch Basin | Outflow Control | Schedule |
|---|-------------|-------------|----------------|-----------------|-------------------------|
| | System | Sumps | Inlet Castings | Structures | |
| Inspect for sediment accumulation | X | X | | X | Annually |
| Removal of sediment accumulation | X | X | | X | Every 2 years as needed |
| Inspect for floatables and debris | | X | X | X | Annually |
| Cleaning of floatables and debris | | X | X | X | Annually |
| Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer | X | | | X | Annually |
| Make adjustments or replacements as determined by wet weather inspection | X | | | X | As needed |
| Keep records of all inspections and maintenance activities | X | X | X | X | Annually |
| Keep records of all costs for inspections, maintenance, and repairs | X | X | X | X | Annually |

| Maintenance Plan Budget | |
|--|--------------|
| Annual inspection for sediment accumulation | \$100 |
| Removal of sediment every 2 years as needed | \$500 |
| Inspect for floatables and debris annually and as needed | \$100 |
| Removal of floatables and debris annually and as needed | \$150 |
| Total annual budget | \$850 |



| | | | |
|--------------------------------|-------------------------|--|---|
| CLIENT: | AMSON-DEMBS DEVELOPMENT | DATE: | 4-30-07 |
| STORM SEWER MAINTENANCE | | DRAWN BY: | JIF |
| | | CHECKED BY: | GLM |
| UNIT 35 | | | |
| | | SECTION: 4 | TOWNSHIP: 1N CITY OF NOV OAKLAND COUNTY MICHIGAN |
| | | SCALE: HOR 1"=100 FT. VER 1"=10 FT. | 05-185 |



L=227.91'
 R=430.00'
 Δ=30°22'05"
 BEARING=N05°17'35"W
 225.25'



Ginger Michalski-Wallace

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | N90°00'00"E | 43.75' |
| L2 | S00°00'00"E | 20.00' |
| L3 | N90°00'00"W | 19.79' |
| L4 | S00°06'05"W | 57.25' |
| L5 | S26°18'20"W | 19.04' |
| L6 | N67°18'09"W | 20.04' |
| L7 | N26°18'20"E | 19.04' |

STORM SEWER MAINTENANCE EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF UNIT 35 "BECK NORTH CORPORATE PARK", AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN, AS AMENDED; THENCE N09°53'28"E 29.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N09°53'28"E 24.62 FEET; THENCE S67°16'09"E 231.04 FEET; THENCE N49°41'31"E 173.25 FEET; THENCE N00°06'05"E 74.69 FEET; THENCE N90°00'00"E 43.75 FEET; THENCE S00°00'00"E 20.00 FEET; THENCE N90°00'00"W 19.79 FEET; THENCE S00°06'05"W 57.25 FEET; THENCE S33°21'51"W 23.19 FEET; THENCE S49°41'31"W 173.00 FEET; THENCE S88°29'06"W 20.29 FEET; THENCE N67°16'09"W 50.88 FEET; THENCE S26°18'20"W 19.04 FEET; THENCE N67°16'09"W 20.04 FEET; THENCE N26°18'20"E 19.04 FEET; THENCE N67°16'09"W 155.10 FEET TO THE POINT OF BEGINNING.

ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 46892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

| | | |
|---|--|-----------------|
| CLIENT: AMSON-DEMBS DEVELOPMENT | | DATE: 4-30-07 |
| DRAWN BY: JIF | | CHECKED BY: GLM |
| STORM SEWER MAINTENANCE EASEMENT | | 0 50 100 |
| SECTION: 4 | UNIT 35 | TOWNSHIP: 1N |
| | | RANGE: 8E |
| | | CITY OF NOVI |
| | | OAKLAND COUNTY |
| | | MICHIGAN |
| | SCALE HORIZ 1"=100 FT. VERT 1"=10 FT. | 06-165 |

ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT EASEMENT** ("EASEMENT") is made this 31st day of May, 2007, by and between **Nadlan II, L.L.C.**, a Michigan limited liability company, with offices at 26105 Lannys Road, Suite A, Novi, Michigan 48375 ("Grantor") and the City of Novi, a Michigan municipal corporation, located at 45175 W. 10 Mile, Novi, MI ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of land in the City of Novi, County of Oakland, State of Michigan, being described as Unit 35, Beck North Corporate Park Condominium, according to the Consolidating Master Deed Recorded in Liber 35825, Page 628, Oakland County Records and designated as Oakland County Subdivision Plan No. 1759, together with the rights in the general common elements and the limited common elements as shown on the Master Deed and as described in act 59 of the public acts of 1978, as amended, (which is sometimes referred to individually as "Unit"). Unit 35 may sometimes be referred to as the "servient parcel".

WHEREAS, Grantor desires to declare, impose and establish a non-exclusive access easement for ingress and egress over Unit 35 to the City of Novi so that it may access the storm drainage facilities in the "Open Space" adjacent to Unit 35 (the "Facilities"), as more fully set forth below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor declares the following:

1. Grantor hereby declares and grants for the benefit of Grantee a non-exclusive access easement for pedestrian and vehicular ingress and egress on, over, through that part of Unit 35 to allow access, ingress and egress through Unit more particularly described and shown on Exhibit A attached hereto and made a part of this Easement ("Easement Area") for the sole purpose of providing Grantee access to the Facilities. The Easement Area shall be used, if at all, only in the manner herein provided and in common with the owner and occupants of servient parcel and others to whom such burdened Unit parcel owners may, from time to time, grant the use thereof. The owners of the servient parcel shall, at their own cost and expense, install, repair, maintain and replace such Easement Area and shall not block access through such Easement Area at any time.

2. Grantee shall use the Easement Area with the least possible inconvenience and disruption to the owner and occupants of the servient parcel. Should Grantee cause any damage or destruction to the Unit or the Easement Area, Grantee shall restore the Unit and the Easement Area to the same or better condition as existed prior to such damage or destruction.

Units 30-34, Beck West Corporate Park
OAK_A552732.3

1118415.01
1118415.01
1118415.01

3. The owners of the servient parcel shall have the right to locate other utilities in the Easement Area and shall have the right to use the surface of the Easement Area for any purpose whatsoever including, without limitation, the right for vehicular parking, vehicular traffic, pedestrian traffic and landscaping so long as the same does not substantially interfere with the rights of the other Unit owners to use such Easement Area as contemplated hereunder.

4. The Easement Area located on the servient parcel may be altered or changed by such owner(s) without the prior written consent of the owner of dominant parcel provided that such changes or alterations do not permanently prohibit the easement rights contemplated herein. If such Easement Area is altered or changed, the owners of the servient parcel will grant to the other a new easement and the Grantee will release the existing easement. Furthermore, in the event the Grantee, their successors and assigns shall no longer require the use of all or any part of the easement rights herein granted, the part no longer required shall automatically revert to the owner at the Unit on which such easement is located and the owners of the other Unit shall release such easement rights which they no longer require.

5. Nothing in this Easement Agreement shall be deemed to constitute a gift, grant or dedication of any portion of the Easement Area to the general public or for any public purpose. The owners of the Unit and Grantee, by mutual written consent, shall have the right to close the Easement Area temporarily from time to time so as to prevent the acquisition of any prescriptive rights by the public or by any third party. The provisions of this Easement are for the exclusive benefit of the parties hereto (and their successors and assigns) and shall not be deemed to have conferred any rights, expressed or implied, upon any third person.

6. This Easement and the easements, rights and obligations contained herein shall run with the land and shall be binding upon and inure to the benefit of any owner of the Units, any mortgagees of the Units and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the day and year first written above.

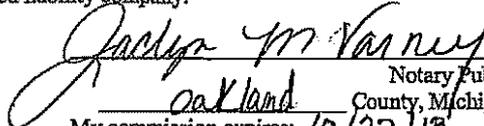
Nadlan II, L.L.C. a Michigan limited liability company
By: Nadlan L.L.C., its sole member
By: Richards-Pitt, L.L.C., its authorized member

By: 
Jeffrey Pitt
Its: authorized member

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

The foregoing was acknowledged before me this 31 day of May, 2007, by Jeffrey Pitt, an authorized member of Richards-Pitt, L.L.C., a Michigan limited liability company, authorized member of Nadlan L.L.C., a Michigan limited liability company, sole member of Nadlan II, L.L.C., a Michigan limited liability company, on behalf of such limited liability company.

JACLYN M. VARNEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 22, 2013
ACTING IN THE COUNTY OF


Notary Public
Oakland County, Michigan
My commission expires: 10/22/13

City of Novi,
a Michigan municipal corporation

By: _____
Its: _____

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

The foregoing was acknowledged before me this _____ day of May, 2007, by _____, the _____ of the City of Novi, a Michigan municipal corporation on behalf of such municipal corporation

Notary Public

County, Michigan
My commission expires: _____

Drafted by and when recorded return to:

Jeffrey S. Pitt
Nadlan L.L.C.
26105 Lanny's Road, Suite A
Novi, Michigan 48375

CONSENT TO EASEMENT

As the holder of a fee title in and to the property referenced in the Access Easement Agreement dated May 31, 2007, attached hereto, whereby Nadlan II, LLC, grants and conveys said Access Easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 3rd day of November, 2009

NADLAN 35, LLC, a Michigan limited liability company

By: [Signature]
Its: Oleg Amcheslawsky
member

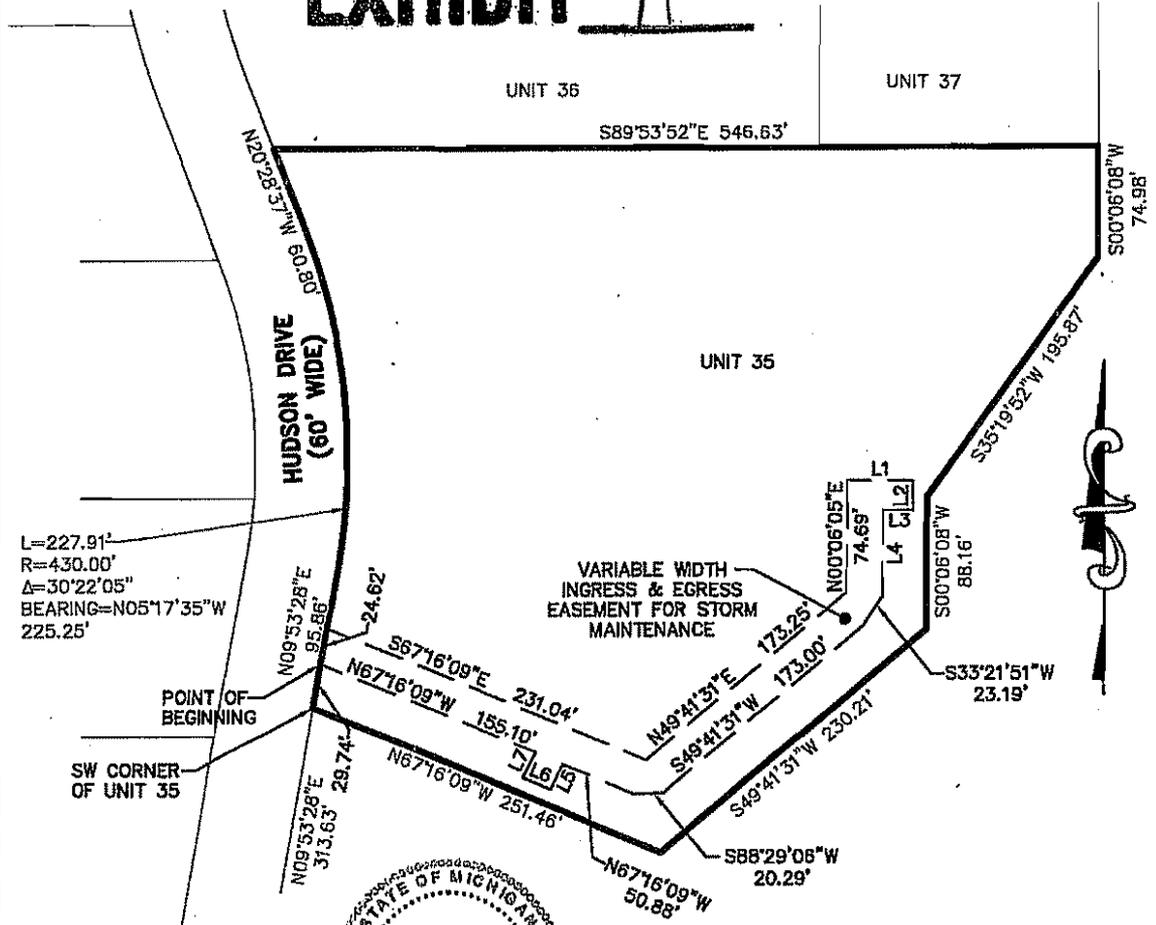
STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

JACLYN M. VARNEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 22, 2013
ACTING IN THE COUNTY OF

The foregoing Consent to Easement was acknowledged before me this 3rd day of November, 2009 by Oleg Amcheslawsky the member of Nadlan 35 LLC, a Michigan LLC.

Jaclyn M Varney
Notary Public
Oakland County, MI
My commission expires: 10/22/13

EXHIBIT A



L=227.91'
R=430.00'
Δ=30°22'05"
BEARING=N05°17'35"W
225.25'

POINT OF BEGINNING
SW CORNER OF UNIT 35



GINGER NICHALSKI-WALLACE

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | N90°00'00"E | 43.75' |
| L2 | S00°00'00"E | 20.00' |
| L3 | N90°00'00"W | 19.79' |
| L4 | S00°06'05"W | 57.25' |
| L5 | S26°18'20"W | 19.04' |
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| L7 | N26°18'20"E | 19.04' |

STORM SEWER MAINTENANCE EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF UNIT 35 "BECK NORTH CORPORATE PARK", AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN, AS AMENDED; THENCE N09°53'28"E 29.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N09°53'28"E 24.62 FEET; THENCE S67°16'09"E 231.04 FEET; THENCE N49°41'31"E 173.25 FEET; THENCE N00°06'05"E 74.69 FEET; THENCE N90°00'00"E 43.75 FEET; THENCE S00°00'00"E 20.00 FEET; THENCE N90°00'00"W 19.79 FEET; THENCE S00°06'05"W 57.25 FEET; THENCE S33°21'51"W 23.19 FEET; THENCE S49°41'31"W 173.00 FEET; THENCE S88°29'06"W 20.29 FEET; THENCE N67°16'09"W 50.88 FEET; THENCE S26°18'20"W 19.04 FEET; THENCE N67°16'09"W 20.04 FEET; THENCE N26°18'20"E 19.04 FEET; THENCE N67°16'09"W 155.10 FEET TO THE POINT OF BEGINNING.

ALPINE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: **AMSON-DEMBS DEVELOPMENT**

STORM SEWER MAINTENANCE EASEMENT

UNIT 35
SECTION: 4 TOWNSHIP: 1N RANGE: 8E
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

DATE: 4-30-07
DRAWN BY: JIF
CHECKED BY: GLM

0 50 100

FBK: 164/160
CHF: GBM

SCALE: HOR 1"=100 FT.
VER 1"=10 FT.

05-165