



**CITY of NOVI CITY COUNCIL**

**Agenda Item D**  
**April 9, 2012**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Town Center Investors, LLC, for the Novi Town Center – Building "F" redevelopment located near the intersection of Crescent Boulevard and Ingersol Drive (parcel 22-14-351-062).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *R2* *B10*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

Novi Town Center Investors, LLC requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the Novi Town Center – Building "F" redevelopment, located within the overall Novi Town Center site. The site is located near the intersection of Crescent Boulevard and Ingersol Drive, as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance on the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular case, Novi Town Center Investors, LLC owns and agrees to maintain an underground sediment separation chamber and is providing an access easement to the structure. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site storm sewer system.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's March 29, 2012 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Town Center Investors, LLC, for the Novi Town Center – Building "F" redevelopment located near the intersection of Crescent Boulevard and Ingersol Drive (parcel 22-14-351-062).

|                        | 1 | 2 | Y | N |
|------------------------|---|---|---|---|
| Mayor Gatt             |   |   |   |   |
| Mayor Pro Tem Staudt   |   |   |   |   |
| Council Member Casey   |   |   |   |   |
| Council Member Fischer |   |   |   |   |

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



# NOVI TOWN CENTER - BLDG. "F"

## SDFMEA - Location Map



Map Author: Aaron J. Staup  
 Date: March 30, 2012  
 Project: Novi Town Center - Building "F"  
 Version #: 1

**Storm Drainage Facility  
 Maintenance Easement  
 Agreement**

**MAP INTERPRETATION NOTICE**

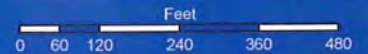
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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.

**Map Legend**

- Road Classification
  - Major Streets
  - Minor Streets
- Novi Tax Parcel BSA
- Novi 2010 Aerial Photograph
- RGB
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- City of Novi Boundary



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Delwar Drive  
 Novi, MI 48375  
 cityofnovi.org



1 inch = 291 feet



# JOHNSON | ROSATI | SCHULTZ | JOPPICH

A Professional Corporation

34405 W. Twelve Mile Road Suite 200 ~ Farmington Hills, Michigan 48331-5627  
Phone: 248.489.4100 / Fax: 248.489.1726  
www.johnsonrosati.com

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Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

March 29, 2012

Rob Hayes, Public Services Director  
City of Novi, Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

Re: Novi Town Center, Building F, SP10-26  
Storm Drainage Facility Maintenance Easement Agreement  
Our File No. 660194.NOV1

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for storm water pretreatment facilities serving Novi Town Center, Building F. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable. The exhibits have been reviewed and approved by the City's consulting engineer. The Storm Drainage Facility Maintenance Easement Agreement is in order and may be placed on an upcoming City Council Agenda for approval. Upon receipt of the originals, we will forward them to the City Clerk's office. Once approved and executed by the City, the 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,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

Cc:

Maryanne Cornelius, Clerk (w/ Enclosures)  
Marina Neumaier, Assistant Finance Director (w/Enclosures)

Rob Hays, Public Services Director

March 29, 2012

Page 2

Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Enclosures)  
Kristin Pace, Treasurer's Office (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
David Beschke, Landscape Architect (w/Enclosures)  
Crystal Sapp and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
James Clear (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

RECEIVED

MAR 20 2012

CITY OF NOVI  
COMMUNITY DEVELOPMENT

**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 12 day of MARCH, 2012, by and between Novi Town Center Investors LLC, a Delaware limited liability company, whose address is 242 Trumbull St., Hartford, Connecticut 06103-1212 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Sections 14 and 23 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for reconstruction of a commercial retail development on the Property.

B. The commercial retail development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/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 (the "Schedule 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. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached **Exhibit B**.

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 through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. 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 as to the Property, 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.

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 in 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 12  
day of MARCH, 2012.

**OWNER:**

NOVI TOWN CENTER INVESTORS LLC,  
a Delaware limited liability company

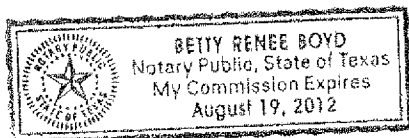
By: TPI REIT Operating Partnership LP,  
a Delaware limited partnership  
Its: Sole Member

By: TPI REIT Operating Partnership GP LLC,  
a Delaware limited liability company  
Its: General Partner

By: [Signature]  
Richard Zalatoris  
Its: Director

STATE OF )  
                  )SS  
COUNTY OF )

On this 12<sup>th</sup> day of march, 2012, before me, personally appeared the  
above named Richard Zalatoris, Director of Novi Town Center Investors LLC to me  
known to be the person described in and who executed the foregoing instrument and  
acknowledged that he executed the same as his free act and deed.



[Signature]  
Notary Public  
Dallas County, TEXAS  
My Commission Expires: 8/19/12  
Acting in DALLAS County

CITY OF NOVI  
A Municipal Corporation

\_\_\_\_\_  
By: Robert Gatt  
Its: Mayor

\_\_\_\_\_  
By: Maryanne Cornelius  
Its: Clerk

STATE OF MICHIGAN    )  
                                  )SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Robert Gatt, Mayor and Maryanne Cornelius, Clerk, on behalf of the City of Novi, a Municipal Corporation.

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

THIS INSTRUMENT DRAFTED BY:  
Matthew C. Quinn, Esq.  
1026 West Eleven Mile Road  
Royal Oak, MI 48067

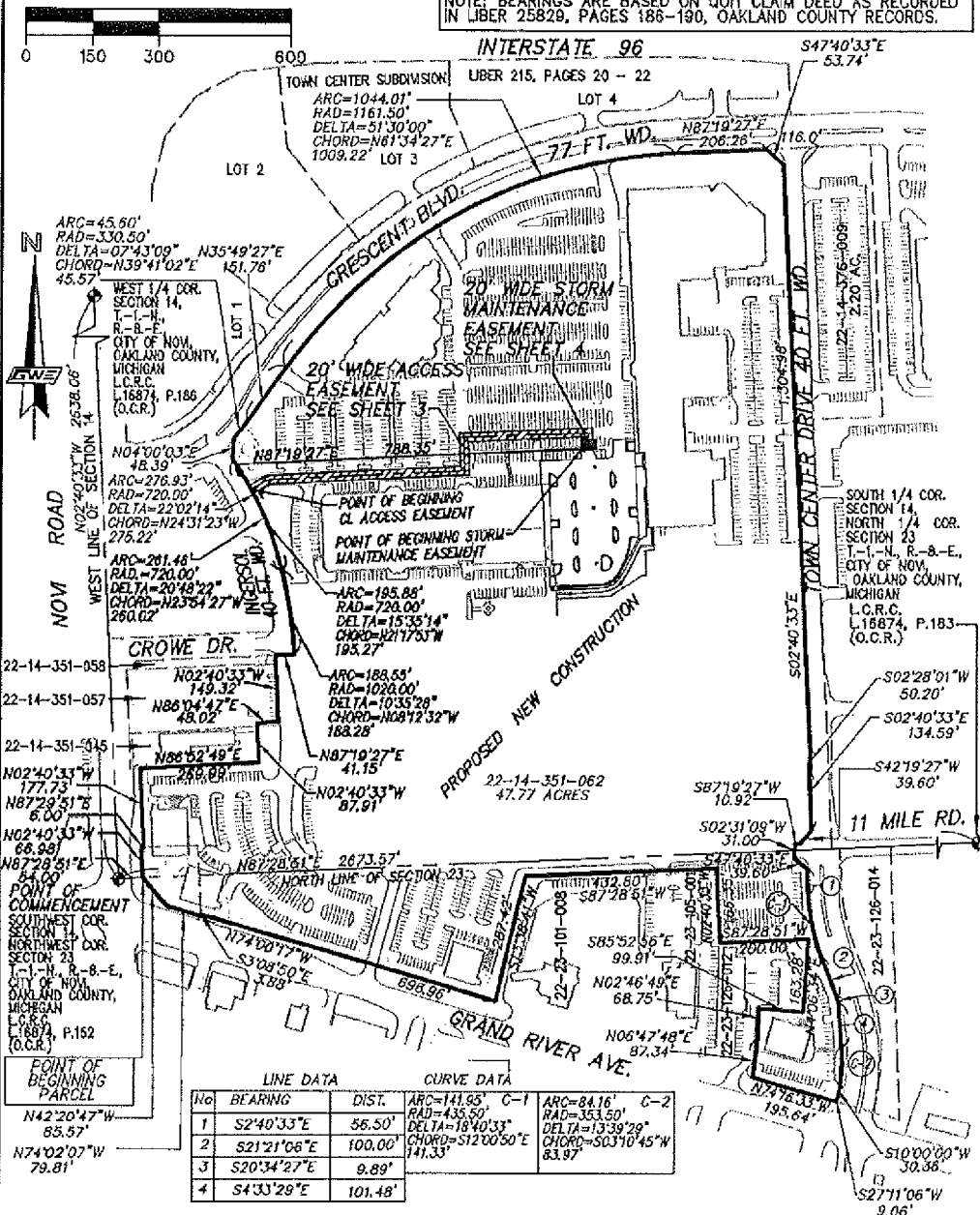
AND WHEN RECORDED RETURN TO:  
Maryanne Cornelius, Clerk  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375



EXHIBIT A

SCALE: 1"=300'

NOTE: BEARINGS ARE BASED ON QUIT CLAIM DEED AS RECORDED IN LIBER 25829, PAGES 186-190, OAKLAND COUNTY RECORDS.



| LINE DATA |             | CURVE DATA |                 |
|-----------|-------------|------------|-----------------|
| No        | BEARING     | DIST.      | ARC=141.95' C-1 |
| 1         | S2°40'33"E  | 56.50'     | ARC=84.16' C-2  |
| 2         | S21°21'06"E | 100.00'    | RAD=435.50'     |
| 3         | S20°34'27"E | 9.89'      | DELTA=18°40'33" |
| 4         | S4°33'29"E  | 101.48'    | DELTA=13°39'29" |

**STORM DRAINAGE FACILITY MAINTENANCE EASEMENT OVERALL PARCEL SKETCH**  
 PART OF THE SOUTHWEST 1/4 OF SECTION 14 AND PART OF THE NORTHWEST 1/4 OF SECTION 23, T.-1-N., R.-8-E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

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 ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS  
 2071 HORN STREET, ROCHESTER HILLS, MI 48063  
 (248) 852-1100

|                  |                  |             |                  |
|------------------|------------------|-------------|------------------|
| DATE: 08/05/10   | CHECKED BY: CAA  | DATE: 08/10 | SCALE: 1"=300'   |
| DRAWN: JZB       |                  |             | SHEET: 1 OF 3    |
| DESIGN:          |                  |             | JOB No: 17844.00 |
| SECTION: 14 & 23 | T.-1-N., R.-8-E. |             |                  |

REV: 08/30/10

N:\17175001\17844\001 EASEMENTS\BUILDING F\BUILDING F EXHIBIT A OVERALL PARCEL SKETCH.DWG

**EXHIBIT A  
(CONTINUED)**

**LEGAL DESCRIPTION  
(PARCEL ID. NUMBER 22-14-351-062)**

A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 14 AND A PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 23, THENCE NORTH 87 DEGREES 28 MINUTES 51 SECONDS EAST, 54.00 FEET ALONG THE SOUTH LINE OF SECTION 14 TO THE POINT OF BEGINNING ON THE EAST RIGHT OF WAY LINE OF NOVI ROAD (VARIABLE WIDTH); THENCE THE FOLLOWING THREE COURSES BEING ALONG SAID EAST AND SOUTH RIGHT OF WAY LINE; (1) NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 66.98 FEET; AND (2) NORTH 87 DEGREES 29 MINUTES 51 SECONDS EAST, 6.00 FEET; AND (3) NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 177.73 FEET; THENCE NORTH 86 DEGREES 52 MINUTES 49 SECONDS EAST, 269.99 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 87.91 FEET; THENCE NORTH 86 DEGREES 04 MINUTES 47 SECONDS EAST, 48.02 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST 149.32 FEET TO A POINT ON THE SOUTH LINE OF CROWE DRIVE (VARIABLE WIDTH.); THENCE NORTH 87 DEGREES 19 MINUTES 27 SECONDS EAST, 41.15 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF INGERSOL DRIVE (40 FEET WIDE); THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG SAID EAST LINE (1) ALONG A CURVE TO THE LEFT 188.55 FEET SAID CURVE HAVING A RADIUS OF 1020.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 35 MINUTES 28 SECONDS, AND A LONG CHORD BEARING OF NORTH 08 DEGREES 12 MINUTES 32 SECONDS WEST, 188.28 FEET; AND (2) ALONG A CURVE TO THE LEFT 278.93 FEET SAID CURVE HAVING A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 14 SECONDS, AND A LONG CHORD BEARING OF NORTH 24 DEGREES 31 MINUTES 23 SECONDS WEST, 275.22 FEET; AND (3) NORTH 04 DEGREES 00 MINUTES 03 SECONDS EAST, 48.39 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CRESCENT BOULEVARD (77 FEET WIDE); THENCE THE FOLLOWING FOUR (4) COURSES BEING ALONG SAID SOUTHERLY LINE (1) ALONG A CURVE TO THE LEFT 45.60 FEET SAID CURVE HAVING A RADIUS OF 330.50 FEET, A CENTRAL ANGLE OF 07 DEGREES 43 MINUTES 09 SECONDS, AND A LONG CHORD BEARING OF NORTH 39 DEGREES 41 MINUTES 02 SECONDS EAST; 45.57 FEET AND (2) NORTH 35 DEGREES 49 MINUTES 27 SECONDS EAST, 151.76 FEET; AND (3) ALONG A CURVE TO THE RIGHT 1044.01 FEET SAID CURVE HAVING A RADIUS OF 1161.50 FEET, A CENTRAL ANGLE OF 61 DEGREES 30 MINUTES 00 SECONDS AND A LONG CHORD BEARING OF NORTH 61 DEGREES 34 MINUTES 27 SECONDS EAST, 1009.22 FEET; AND (4) NORTH 87 DEGREES 19 MINUTES 27 SECONDS EAST, 208.26 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF TOWN CENTER DRIVE (VARIABLE WIDTH); THENCE THE FOLLOWING FIFTEEN (15) COURSES BEING ALONG SAID WEST LINE; (1) SOUTH 47 DEGREES 40 MINUTES 33 SECONDS EAST, 53.74 FEET; AND (2) SOUTH 02 DEGREES 40 MINUTES 33 SECONDS EAST 1304.96 FEET; AND (3) SOUTH 02 DEGREES 28 MINUTES 01 SECONDS WEST, 50.20 FEET; AND (4) SOUTH 02 DEGREES 40 MINUTES 33 SECONDS EAST, 134.59 FEET; AND (5) SOUTH 42 DEGREES 19 MINUTES 27 SECONDS WEST, 39.60 FEET; AND (6) SOUTH 87 DEGREES 19 MINUTES 27 SECONDS WEST, 10.92 FEET; AND (7) SOUTH 02 DEGREES 31 MINUTES 09 SECONDS WEST, 31.00 FEET; AND (8) SOUTH 47 DEGREES 40 MINUTES 33 SECONDS EAST, 39.60 FEET; AND (9) SOUTH 02 DEGREES 40 MINUTES 33 SECONDS EAST, 56.50 FEET; AND (10) ALONG A CURVE TO THE LEFT 141.95 FEET SAID CURVE HAVING A RADIUS OF 435.50 FEET, A CENTRAL ANGLE OF 18 DEGREES 40 MINUTES 33 SECONDS, AND A LONG CHORD BEARING OF SOUTH 12 DEGREES 00 MINUTES 50 SECONDS EAST, 141.33 FEET; AND (11) SOUTH 21 DEGREES 21 MINUTES 06 SECONDS EAST, 100.00 FEET; AND (12) SOUTH 20 DEGREES 34 MINUTES 27 SECONDS EAST, 9.89 FEET; AND (13) SOUTH 04 DEGREES 33 MINUTES 29 SECONDS EAST, 101.48 FEET; AND (14) ALONG A CURVE TO THE RIGHT 84.16 FEET SAID CURVE HAVING A RADIUS OF 353.50 FEET, A CENTRAL ANGLE OF 13 DEGREES 39 MINUTES 29 SECONDS, AND A LONG CHORD BEARING OF SOUTH 03 DEGREES 10 MINUTES 45 SECONDS WEST, 83.97 FEET; AND (15) SOUTH 10 DEGREES 00 MINUTES 00 SECONDS WEST, 30.36 FEET; THENCE SOUTH 27 DEGREES 11 MINUTES 06 SECONDS WEST, 9.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE (VARIABLE WIDTH); THENCE NORTH 74 DEGREES 16 MINUTES 33 SECONDS WEST, 195.64 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 08 DEGREES 47 MINUTES 48 SECONDS EAST, 87.34 FEET; THENCE NORTH 02 DEGREES 46 MINUTES 49 SECONDS EAST, 68.75 FEET; THENCE SOUTH 85 DEGREES 52 MINUTES 56 SECONDS EAST, 99.91 FEET; THENCE NORTH 04 DEGREES 08 MINUTES 34 SECONDS EAST, 163.28 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 51 SECONDS WEST, 200.00 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 166.35 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 51 SECONDS WEST, 432.80 FEET; THENCE SOUTH 13 DEGREES 38 MINUTES 41 SECONDS WEST, 287.42 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE; THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG SAID NORTHERLY LINE (1) NORTH 74 DEGREES 00 MINUTES 17 SECONDS WEST 898.96 FEET; AND (2) SOUTH 03 DEGREES 08 MINUTES 50 SECONDS EAST, 3.88 FEET; AND (3) NORTH 74 DEGREES 02 MINUTES 07 SECONDS WEST, 79.81 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NOVI ROAD (VARIABLE WIDTH); THENCE NORTH 42 DEGREES 20 MINUTES 47 SECONDS WEST, 85.57 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING AND CONTAINING 47.77 ACRES.

**STORM DRAINAGE FACILITY MAINTENANCE EASEMENT  
OVERALL PARCEL SKETCH**

PART OF THE SOUTHWEST 1/4 OF SECTION 14 AND PART OF THE  
NORTHWEST 1/4 OF SECTION 23, T.-1-N., R.-8-E.,  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

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2071 HUND STREET, ROCHESTER HILLS, MI 48065  
(248) 632-3160

|          |          |                  |       |         |          |
|----------|----------|------------------|-------|---------|----------|
| DATE:    | 08/05/10 | CHECKED BY:      | DATE: | SCALE:  | 1"=300'  |
| DRAWN:   | JZB      | CAA              | 08/10 | SHEET:  | 2 OF 4   |
| DESIGN:  |          |                  |       | JOB No: | 17844.00 |
| SECTION: | 14 & 23  | T.-1-N., R.-8-E. |       |         |          |

N:\17\178001\17844\001\EASEMENTS\BUILDING F\BUILDING F EXHIBIT A OVERALL PARCEL SKETCH.DWG

# Exhibit "B"

## Storm Water Drainage Maintenance Easement Agreement

Building "F" Novi Town Center

### Maintenance Requirement:

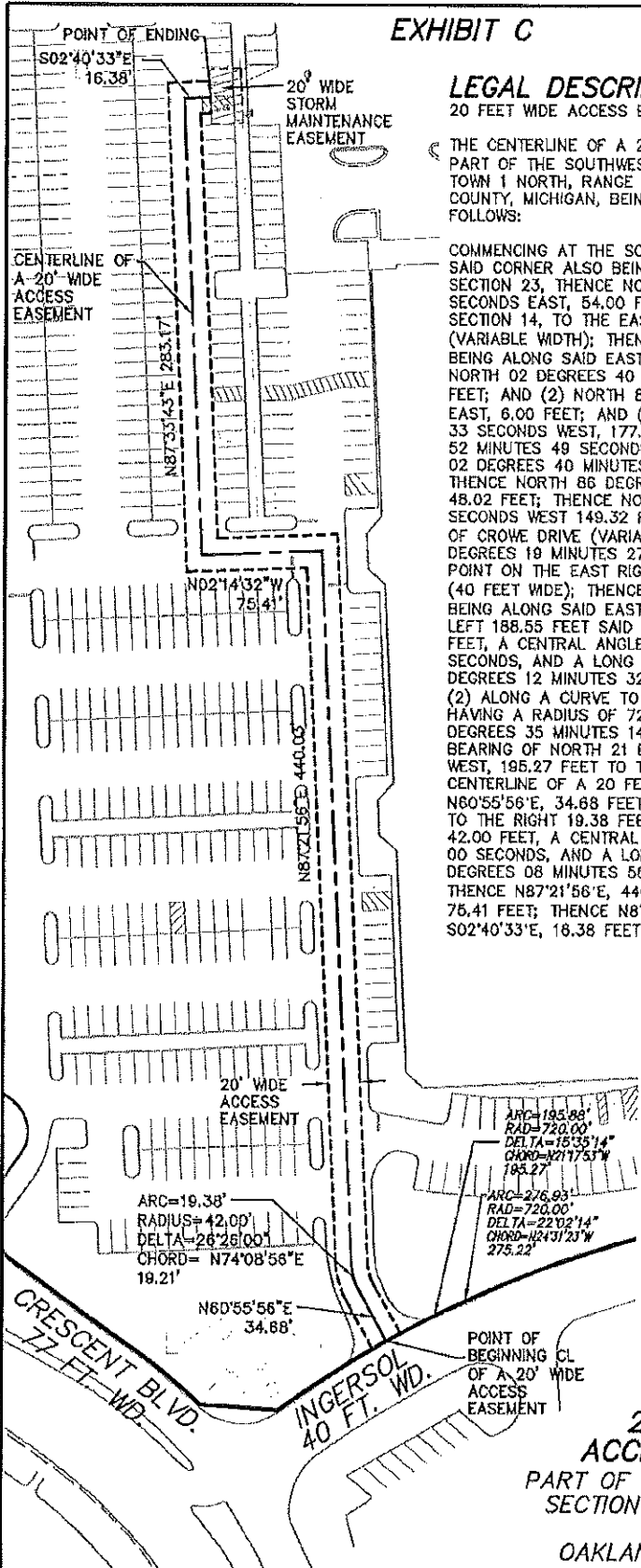
CDS Unit – The pretreatment structure should be pumped down at least once a year and a thorough inspection of the separation chamber (inlet/cylinder and separation screen) and oil baffle performed. The unit's inner components should not show any signs of damage or any loosening bolts used to fasten the various components to the manhole structure or other. Ideally, the screen should be power washed for inspection. If any internal components is damaged or if any fasteners appear to damaged or missing, contact CONTECH at 800.338.2211 to make arrangements to have the damaged items repaired or replaced. A vactor truck is recommended for cleanout of the CDS unit and can be easily accomplished in less than 30-40 minutes for most installations. Standard vactor operators should be employed in the cleanout of CDS units. Disposal of material from the CDS unit should be in accordance with the City of Novi's requirements, Disposal of decant material to a Public owned treatment works is recommended. Field decanting to the storm drainage system is not permitted. Solids can be disposed of in a similar fashion as those materials collected from street sweeping operations and catch basin cleanouts. Cost: \$700/yr.

**EXHIBIT C**

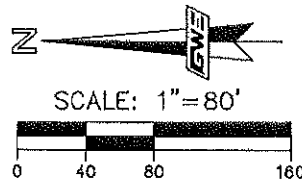
**LEGAL DESCRIPTION**  
20 FEET WIDE ACCESS EASEMENT

THE CENTERLINE OF A 20 FEET WIDE EASEMENT BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 23, THENCE NORTH 87 DEGREES 28 MINUTES 51 SECONDS EAST, 54.00 FEET ALONG THE SOUTH LINE OF SECTION 14, TO THE EAST RIGHT OF WAY LINE OF NOV ROAD (VARIABLE WIDTH); THENCE THE FOLLOWING THREE COURSES BEING ALONG SAID EAST AND SOUTH RIGHT OF WAY LINE; (1) NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 66.98 FEET; AND (2) NORTH 87 DEGREES 29 MINUTES 51 SECONDS EAST, 6.00 FEET; AND (3) NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 177.73 FEET; THENCE NORTH 86 DEGREES 52 MINUTES 49 SECONDS EAST, 269.99 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 87.91 FEET; THENCE NORTH 86 DEGREES 04 MINUTES 47 SECONDS EAST, 48.02 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST 149.32 FEET TO A POINT ON THE SOUTH LINE OF CROWE DRIVE (VARIABLE WIDTH.); THENCE NORTH 87 DEGREES 19 MINUTES 27 SECONDS EAST, 41.15 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF INGERSOL DRIVE (40 FEET WIDE); THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG SAID EAST LINE: (1) ALONG A CURVE TO THE LEFT 188.55 FEET SAID CURVE HAVING A RADIUS OF 1020.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 35 MINUTES 28 SECONDS, AND A LONG CHORD BEARING OF NORTH 08 DEGREES 12 MINUTES 32 SECONDS WEST, 188.28 FEET; AND (2) ALONG A CURVE TO THE LEFT 195.88 FEET SAID CURVE HAVING A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 35 MINUTES 14 SECONDS, AND A LONG CHORD BEARING OF NORTH 21 DEGREES 17 MINUTES 53 SECONDS WEST, 195.27 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20 FEET WIDE EASEMENT; THENCE N60°55'56"E, 34.68 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT 19.38 FEET SAID CURVE HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 26 DEGREES 26 MINUTES 00 SECONDS, AND A LONG CHORD BEARING OF NORTH 74 DEGREES 08 MINUTES 56 SECONDS EAST, 19.21 FEET; THENCE N87°21'56"E, 440.03 FEET; THENCE N02°14'32"W, 75.41 FEET; THENCE N87°33'43"E, 283.17 FEET; THENCE S02°40'33"E, 16.38 FEET TO THE POINT OF ENDING.



NOTE: PLEASE SEE SHEET 1 FOR COMMENCEMENT CALLS.



**20 FEET WIDE ACCESS EASEMENT**  
PART OF THE SOUTHWEST 1/4 OF SECTION 14, T.-1-N., R.-8-E., OAKLAND COUNTY, MICHIGAN

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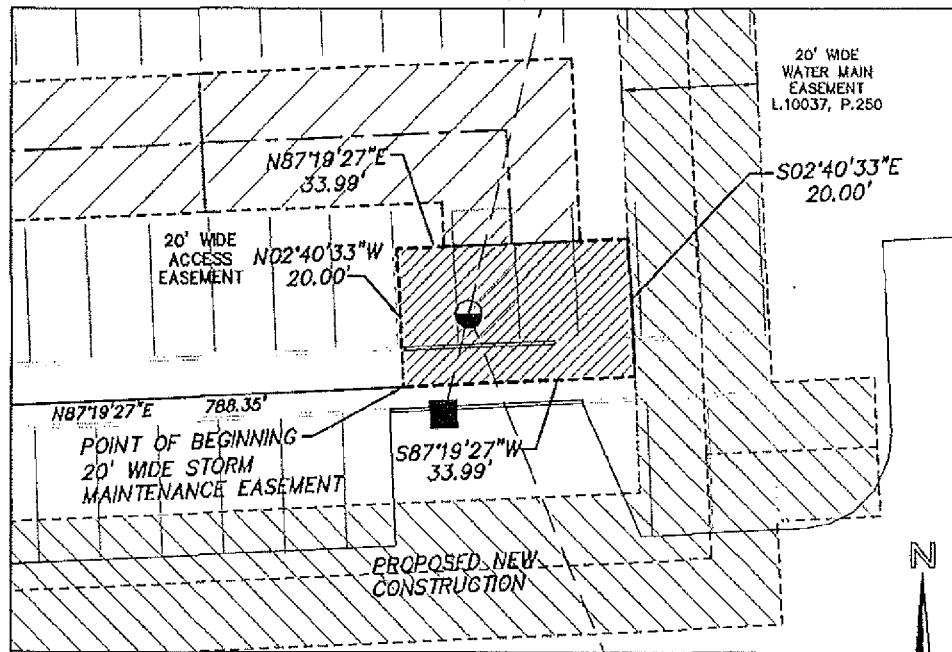
**GWE**  
**Giffels-Webster Engineers, Inc.**  
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS  
2871 BOND STREET, ROCHESTER HILLS, MI 48065  
(248) 852-3100

|          |          |             |                  |       |       |         |          |
|----------|----------|-------------|------------------|-------|-------|---------|----------|
| DATE:    | 08/11/10 | CHECKED BY: | CAA              | DATE: | 08/10 | SCALE:  | 1"=80'   |
| DRAWN:   | JZB      |             |                  |       |       | SHEET:  | 3 OF 4   |
| DESIGN:  |          |             |                  |       |       | JOB No: | 17844.00 |
| SECTION: | 14       |             | T.-1-N., R.-8-E. |       |       |         |          |

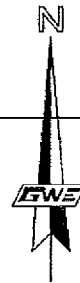
REV: 08/30/10

N:\17175001\17844\001\EASEMENTS\STORM MAINTENANCE EASEMENT\BUILDING F\EXHIBIT C ACCESS EASEMENT.DWG

EXHIBIT D



SCALE: 1" = 20'



**LEGAL DESCRIPTION**

**20 FEET WIDE STORM MAINTENANCE EASEMENT**

A 20 FEET WIDE STORM MAINTENANCE EASEMENT BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14 SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 23, THENCE NORTH 87 DEGREES 28 MINUTES 51 SECONDS EAST, 54.00 FEET ALONG THE SOUTH LINE OF SECTION 14, TO THE EAST RIGHT OF WAY LINE OF NOVI ROAD (VARIABLE WIDTH); THENCE THE FOLLOWING THREE COURSES BEING ALONG SAID EAST AND SOUTH RIGHT OF WAY LINE; (1) NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 66.98 FEET; AND (2) NORTH 87 DEGREES 29 MINUTES 51 SECONDS EAST, 6.00 FEET; AND (3) NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 177.73 FEET; THENCE NORTH 86 DEGREES 52 MINUTES 49 SECONDS EAST, 269.99 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 87.81 FEET; THENCE NORTH 86 DEGREES 04 MINUTES 47 SECONDS EAST, 48.02 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST 149.32 FEET TO A POINT ON THE SOUTH LINE OF CROWE DRIVE (VARIABLE WIDTH); THENCE NORTH 87 DEGREES 19 MINUTES 27 SECONDS EAST, 41.15 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF INCERSOL DRIVE (40 FEET WIDE); THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG SAID EAST LINE (1) ALONG A CURVE TO THE LEFT 188.55 FEET SAID CURVE HAVING A RADIUS OF 1020.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 35 MINUTES 28 SECONDS, AND A LONG CHORD BEARING OF NORTH 08 DEGREES 12 MINUTES 32 SECONDS WEST, 188.28 FEET; AND (2) ALONG A CURVE TO THE LEFT 261.46 FEET SAID CURVE HAVING A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 20 DEGREES 48 MINUTES 22 SECONDS, AND A LONG CHORD BEARING OF NORTH 23 DEGREES 54 MINUTES 27 SECONDS WEST, 260.02 FEET; THENCE N87°19'27"E, 788.35 FEET TO THE POINT OF BEGINNING OF A 20 FEET WIDE STORM MAINTENANCE EASEMENT; THENCE N02°40'33"W, 20.00 FEET; THENCE N87°19'27"E, 33.99 FEET; THENCE S02°40'33"E, 20.00 FEET; THENCE S87°19'27"W, 33.99 FEET TO THE POINT OF BEGINNING.

NOTE: PLEASE SEE SHEET 1 FOR COMMENCEMENT CALLS.

**STORM DRAINAGE FACILITY MAINTENANCE EASEMENT  
20 FEET WIDE STORM MAINTENANCE EASEMENT  
PART OF THE SOUTHWEST 1/4 OF SECTION 14, T.-1-N., R.-8-E.,  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN**

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|                  |                  |             |                  |
|------------------|------------------|-------------|------------------|
| DATE: 09/05/10   | CHECKED BY: CAA  | DATE: 09/10 | SCALE: 1"=20'    |
| DRAWN: JZB       |                  |             | SHEET: 4 OF 4    |
| DESIGN:          |                  |             | JOB No: 17844.00 |
| SECTION: 14 & 23 | T.-1-N., R.-8-E. |             |                  |

REV: 08/30/10

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