



CITY of NOVI CITY COUNCIL

**Agenda Item J
February 25, 2013**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Walmart Real Estate Business Trust for the Walmart project development located at the northwest corner of Town Center Drive and Eleven Mile Road (parcel 22-14-351-064).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The Walmart Real Estate Business Trust requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the Walmart development, located at the northwest corner of Town Center Drive and Eleven Mile Road, 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, the property owner has provided a Storm Drainage Facility Maintenance Easement Agreement for the on-site underground detention system, sediment structures, underground detention piping, and an access easement to each portion of the storm water facility.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's July 30, 2012 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Walmart Real Estate Business Trust for the Walmart project development located at the northwest corner of Town Center Drive and Eleven Mile Road (parcel 22-14-351-064).

	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				

WALMART - SDFMEA

Location Map



Underground Detention Vault with Aqua-Swirl Concentrators and Access Easement

Underground Detention Piping and Access Easement

Walmart

Eleven Mile Rd

Eleven Mile Rd

Town Center Dr

Map Author: Aaron J. Staup
 Date: February 5, 2013
 Project: Walmart - SDFMEA
 Version #: 1

Storm Drainage Facility Maintenance
 Easement Agreement for Underground
 Detention System and Access

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

Engineering Division
 Department of Public Services
 26300 Lee BeGole Drive
 Novi, MI 48375
 cityofnovi.org



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

July 30, 2012

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

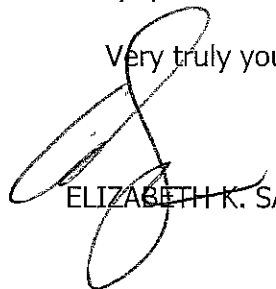
Re: **Walmart, SP10-42**
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Walmart property. The Agreement is in the City's standard format and has been executed by Walmart Real Estate Business Trust. 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. 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,



ELIZABETH K. SAARELA

EKS

Enclosures

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

July 30, 2012

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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)
Patricia Moore, Esq (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

Novi (Town Center), MI
Store No. 5893-00

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this _____ day of _____, 2012, by and between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, whose address is 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550 (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 part of the southwest quarter (1/4) of Section 14 and a part of the Northwest quarter (1/4) of Section 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 construction of a retail development on the Property.

B. The 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.

[signatures appear on following pages]

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

CITY OF NOVI,
a municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ on behalf of the City of Novi, a municipal corporation.

Notary Public

County, Michigan
My commission expires: _____
Acting in Oakland County, Michigan

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington hills, MI 48333-3040

When recorded, return to:
Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

EXHIBIT A

(See attached)

EXHIBIT A ~ WALMART PARCEL

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 SECOND EAST, 54.00 FEET ALONG THE SOUTH LINE OF SECTION 14 TO A POINT 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, 41.14 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 188.48 FEET SAID CURVE HAVING A RADIUS OF 1020.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 35 MINUTES 14 SECONDS, AND A LONG CHORD BEARING OF NORTH 08 DEGREES 12 MINUTES 39 SECONDS WEST, 188.21 FEET; AND (2) ALONG A CURVE TO THE LEFT 276.93 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 45.61 FEET SAID CURVE HAVING A RADIUS OF 330.50 FEET, A CENTRAL ANGLE OF 07 DEGREES 54 MINUTES 23 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 51 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, 206.26 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF TOWN CENTER DRIVE (VARIABLE WIDTH); THENCE SOUTH 47 DEGREES 40 MINUTES 33 SECONDS EAST, 53.74 FEET; THENCE SOUTH 02 DEGREES 40 MINUTES 33 SECONDS EAST 840.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES; (1) SOUTH 2 DEGREES 40 MINUTES 33 SECONDS EAST, 464.95 FEET ; AND (2) SOUTH 2 DEGREES 28 MINUTES 01 SECONDS WEST, 50.20 FEET; AND (3) SOUTH 2 DEGREES 40 MINUTES 33 SECONDS EAST, 134.59 FEET; THENCE SOUTH 42 DEGREES 19 MINUTES 27 SECONDS WEST, 39.60 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 27 SECONDS WEST, 10.92 FEET; THENCE SOUTH 2 DEGREES 22 MINUTES 58 SECONDS WEST, 15.60 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 27 SECONDS WEST, 656.59 FEET; THENCE NORTH 2 DEGREES 40 MINUTES 33 SECONDS WEST, 278.98 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 27 SECONDS WEST, 392.75 FEET; THENCE NORTH ZERO (0) DEGREES 10 MINUTES 03 SECONDS EAST, 48.21 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT 227.70 FEET SAID CURVE HAVING A RADIUS OF 1123.90 FEET, A CENTRAL ANGLE OF 11 DEGREES 36 MINUTES 28 SECONDS, AND A LONG CHORD BEARING OF NORTH 2 DEGREES 10 MINUTES 42 SECONDS WEST, 227.31 FEET; THENCE NORTH 6 DEGREES 45 MINUTES 56 SECONDS WEST, 48.17 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 27 SECONDS EAST, 638.49 FEET; THENCE SOUTH 2 DEGREES 40 MINUTES 33 SECONDS EAST, 27.99 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 27 SECONDS EAST, 53.77 FEET; THENCE SOUTH 2 DEGREES 40 MINUTES 33 SECONDS EAST, 0.67 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 26 SECONDS EAST, 129.02 FEET; THENCE NORTH 2 DEGREES 40 MINUTES 33 SECONDS WEST, 60.00 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 27 SECONDS EAST, 127.45 FEET; THENCE NORTH 2 DEGREES 40 MINUTES 33 SECONDS WEST, 59.26 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 27 SECONDS EAST, 144.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.804 ACRES.

TOGETHER WITH THE RIGHTS, BENEFITS AND EASEMENTS IN THE AMENDED AND RESTATED OPERATION AND EASEMENT AGREEMENT DATED 8/12/11, AND RECORDED 9/2/11, IN LIBER 43337, PAGE 238.

TOGETHER WITH THE RIGHTS, BENEFITS AND EASEMENTS IN EASEMENT AGREEMENT RECORDED IN LIBER 13977, PAGE 253.
PARCEL ID NO. 50-22-14-351-064

EXHIBIT B

(See attached)

EXHIBIT B

Schedule of Maintenance

AquaSwirl:

- Post-construction
 - Inspect the AquaSwirl every six months and clean the system as needed.
 - Inspect and clean the system at least once bi-annually regardless of whether it has reached its sediment or floatable pollutant storage capacity.
- Second and subsequent years post-construction
 - If the AquaSwirl did not reach full sediment or floatable pollutant capacity in the First Year Post Construction, the system can be inspected once annually and cleaned as needed or bi-annually at a minimum.
 - If the AquaSwirl reached full sediment or floatable pollutant capacity in less than 12 months in the First Year Post Construction, the system should be inspected once every six months and cleaned as needed. The AquaSwirl should be cleaned at least bi-annually regardless of whether it reached its sediment or floatable pollutant capacity.

Bypass Structures:

- Bypass structures should be inspected whenever the AquaSwirl is inspected and maintained as needed.

Sumps in Manhole Structures:

- Clean out sumps in onsite manholes bi-annually

Budget for first three years of maintenance

Approximately \$3,000 per year for maintenance.

EXHIBIT C

(See attached)

DETENTION ACCESS EASEMENT

Situated in the City of Novi - Section 14, County of Oakland and State of Michigan, and being located in lands of Wal-Mart Real Estate Business Trust (Parcel ID No. 22-14-351-064);

Beginning at a point at the westerly right of way line of Town Center Drive; said point being the northeast corner of said lands of Wal-Mart (Parcel ID No. 22-14-351-064);

Thence following along the westerly right of way line of said Town Center Drive, South $02^{\circ} 40' 33''$ East, a distance of 45.00 feet to a point; said point being the TRUE POINT OF BEGINNING and the northeasterly corner of the easement herein described;

Thence South $02^{\circ} 40' 33''$ East, a distance of 35.00 feet to a point in the westerly right of way line of said Town Center Drive;

Thence South $87^{\circ} 19' 27''$ West, a distance of 13.27 feet to a point;

Thence South $02^{\circ} 31' 09''$ East, a distance of 452.99 feet to a point;

Thence South $34^{\circ} 00' 53''$ West, a distance of 158.54 feet to a point;

Thence South $87^{\circ} 28' 51''$ West, a distance of 27.79 feet to a point;

Thence South $02^{\circ} 31' 09''$ East, a distance of 13.66 feet to a point;

Thence North $86^{\circ} 57' 00''$ East, a distance of 109.12 feet to a point in the westerly right of way line of said Town Center Drive;

Thence South $42^{\circ} 19' 27''$ West, a distance of 6.44 feet to a point in the westerly right of way line of said Town Center Drive;

Thence South $87^{\circ} 19' 27''$ West, a distance of 10.92 feet to a point in the westerly right of way line of said Town Center Drive;

Thence South $02^{\circ} 22' 58''$ West, a distance of 15.60 feet to a point in the westerly right of way line of said Town Center Drive;

Thence South $87^{\circ} 19' 27''$ West, a distance of 127.32 feet to a point in the southerly line of said lands of Wal-Mart (Parcel ID No. 22-14-351-064);

Thence North $02^{\circ} 31' 09''$ West, a distance of 33.14 feet to a point;

Thence South $87^{\circ} 28' 51''$ West, a distance of 419.70 feet to a point;

Thence North $02^{\circ} 31' 09''$ West, a distance of 231.46 feet to a point;

Thence North $87^{\circ} 28' 51''$ East, a distance of 67.92 feet to a point;

Thence South $02^{\circ} 31' 09''$ East, a distance of 205.04 feet to a point;

Thence North $87^{\circ} 28' 51''$ East, a distance of 382.11 feet to a point;

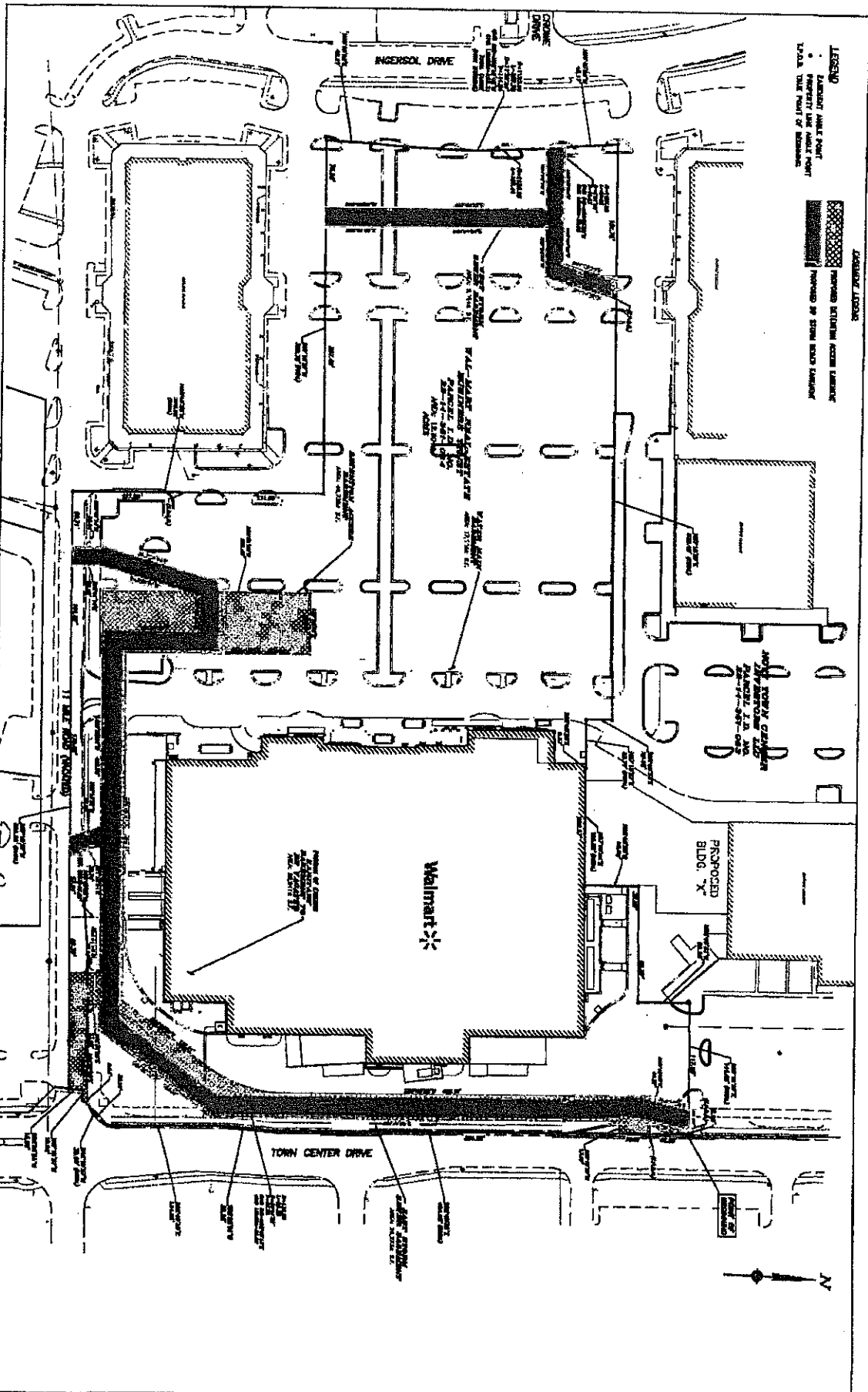
Thence North $34^{\circ} 00' 59''$ East, a distance of 122.21 feet to a point;

Thence along a 138.00 radius curve deflecting to the left, having a central angle of $36^{\circ} 41' 32''$, a distance of 88.38 feet to a point;

Thence North $02^{\circ} 40' 33''$ West, a distance of 408.16 feet to a point;

Thence North $87^{\circ} 19' 27''$ East, a distance of 41.27 feet to the TRUE POINT OF BEGINNING.

Containing 49,730 square feet more or less.



LEGEND

- PROPERTY LINE AND ADJACENT PROPERTY LINE THAT POINT OF BEGINNING
- PROPOSED EASEMENT ACCESS EASEMENT
- PROPOSED BY STORE SLOTTED EASEMENT

10/20/11 - 11/27/11 - 12/1/11 - 12/15/11 - 12/29/11 - 1/12/12 - 1/26/12 - 2/9/12 - 2/23/12 - 3/7/12 - 3/21/12 - 4/4/12 - 4/18/12 - 5/2/12 - 5/16/12 - 5/30/12 - 6/13/12 - 6/27/12 - 7/11/12 - 7/25/12 - 8/8/12 - 8/22/12 - 9/5/12 - 9/19/12 - 10/3/12 - 10/17/12 - 10/31/12 - 11/14/12 - 11/28/12 - 12/11/12 - 12/25/12 - 1/8/13 - 1/22/13 - 2/5/13 - 2/19/13 - 3/5/13 - 3/19/13 - 4/2/13 - 4/16/13 - 4/30/13 - 5/14/13 - 5/28/13 - 6/11/13 - 6/25/13 - 7/9/13 - 7/23/13 - 8/6/13 - 8/20/13 - 9/3/13 - 9/17/13 - 10/1/13 - 10/15/13 - 10/29/13 - 11/12/13 - 11/26/13 - 12/10/13 - 12/24/13 - 1/7/14 - 1/21/14 - 2/4/14 - 2/18/14 - 3/4/14 - 3/18/14 - 4/1/14 - 4/15/14 - 4/29/14 - 5/13/14 - 5/27/14 - 6/10/14 - 6/24/14 - 7/8/14 - 7/22/14 - 8/5/14 - 8/19/14 - 9/2/14 - 9/16/14 - 9/30/14 - 10/14/14 - 10/28/14 - 11/11/14 - 11/25/14 - 12/9/14 - 12/23/14 - 1/6/15 - 1/20/15 - 2/3/15 - 2/17/15 - 3/3/15 - 3/17/15 - 3/31/15 - 4/14/15 - 4/28/15 - 5/12/15 - 5/26/15 - 6/9/15 - 6/23/15 - 7/7/15 - 7/21/15 - 8/4/15 - 8/18/15 - 9/1/15 - 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EXHIBIT D

(See attached)

DETENTION/SEDIMENTATION BASIN EASEMENT AREA

Situated in the City of Novi – Section 14, County of Oakland and State of Michigan, and being located in lands of Wal-Mart Real Estate Business Trust (Parcel ID No. 22-14-351-064);

Beginning at a point at the westerly right of way line of Town Center Drive; said point being the northeast corner of said lands of Wal-Mart (Parcel ID No. 22-14-351-064);

Thence following along the westerly right of way line of said Town Center Drive, South $02^{\circ} 40' 33''$ East, a distance of 45.00 feet to a point; said point being the TRUE POINT OF BEGINNING and the northeasterly corner of the easement herein described;

Thence South $02^{\circ} 40' 33''$ East, a distance of 35.00 feet to a point in the westerly right of way line of said Town Center Drive;

Thence South $87^{\circ} 19' 27''$ West, a distance of 13.27 feet to a point;

Thence South $02^{\circ} 31' 09''$ East, a distance of 452.99 feet to a point;

Thence South $34^{\circ} 00' 53''$ West, a distance of 158.54 feet to a point;

Thence South $87^{\circ} 28' 51''$ West, a distance of 27.79 feet to a point;

Thence South $02^{\circ} 31' 09''$ East, a distance of 13.66 feet to a point;

Thence North $86^{\circ} 57' 00''$ East, a distance of 109.12 feet to a point in the westerly right of way line of said Town Center Drive;

Thence South $42^{\circ} 19' 27''$ West, a distance of 6.44 feet to a point in the westerly right of way line of said Town Center Drive;

Thence South $87^{\circ} 19' 27''$ West, a distance of 10.92 feet to a point in the westerly right of way line of said Town Center Drive;

Thence South $02^{\circ} 22' 58''$ West, a distance of 15.60 feet to a point in the westerly right of way line of said Town Center Drive;

Thence South $87^{\circ} 19' 27''$ West, a distance of 127.32 feet to a point in the southerly line of said lands of Wal-Mart (Parcel ID No. 22-14-351-064);

Thence North $02^{\circ} 31' 09''$ West, a distance of 33.14 feet to a point;

Thence South $87^{\circ} 28' 51''$ West, a distance of 419.70 feet to a point;

Thence North $02^{\circ} 31' 09''$ West, a distance of 231.46 feet to a point;

Thence North $87^{\circ} 28' 51''$ East, a distance of 67.92 feet to a point;

Thence South $02^{\circ} 31' 09''$ East, a distance of 205.04 feet to a point;

Thence North $87^{\circ} 28' 51''$ East, a distance of 382.11 feet to a point;

Thence North $34^{\circ} 00' 59''$ East, a distance of 122.21 feet to a point;

Thence along a 138.00 radius curve deflecting to the left, having a central angle of $36^{\circ} 41' 32''$, a distance of 88.38 feet to a point;

Thence North $02^{\circ} 40' 33''$ West, a distance of 408.16 feet to a point;

Thence North $87^{\circ} 19' 27''$ East, a distance of 41.27 feet to the TRUE POINT OF BEGINNING.

Containing 49,730 square feet more or less.