



# CITY of NOVI CITY COUNCIL

**Agenda Item G**  
**November 9, 2015**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Redwood-ERC Novi, LLC, as part of the Fox Run development located north of Thirteen Mile Road and west of M-5 (parcel 50-22-01-300-013).

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

**CITY MANAGER APPROVAL:** *RA*

**BACKGROUND INFORMATION:**

The developer for Fox Run, Redwood-ERC Novi, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the Fox Run development located north of Thirteen Mile Road and west of M-5.

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 owns and agrees to maintain the storm water detention basin and is providing an access easement to the basin. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site storm water system.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's June 17, 2015 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Redwood-ERC Novi, LLC, as part of the Fox Run development located north of Thirteen Mile Road and west of M-5 (parcel 50-22-01-300-013).

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Council Member Burke</b>				
<b>Council Member Casey</b>				
<b>Council Member Markham</b>				

	1	2	Y	N
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				
<b>Council Member Wrobel</b>				



# Fox Run SDFMEA

## Location Map

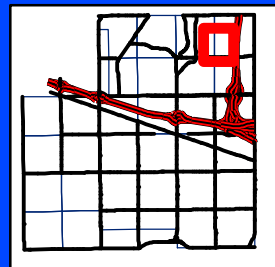


Map Author: A. Wayne  
Date: November 2, 2015  
Project:  
Version #:

Amended By:  
Date:  
Department:

#### 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

Feet  
0 110 220 440 660

1 inch = 531 feet







JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

June 17, 2015

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

**Re: Fox Run Phase 2.3  
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 Fox Run Phase 2.3. The Agreement is in the City's standard format and has been executed by the Developer. The City's Consulting Engineer has approved the Storm Drainage Facility Maintenance Easement Agreement exhibits. The 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/Original 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)

Rob Hayes, Public Services Director  
June 17, 2015  
Page 2

Adam Wayne, Construction Engineer (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
JJ Wilhour, Erickson Living (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 8th day of June, 2015, by and between Redwood-ERC Novi, LLC, whose address is 701 Maiden Choice Lane, Baltimore, MD 21228 (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"). Owner has received final site plan approval for construction of a retirement community residential building I development on the Property.
- B. The 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 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 day and year first above set forth.

OWNER  
REDWOOD-ERC NOVI, LLC  
\_\_\_\_\_  
*Susan L. Oliveri*  
By: \_\_\_\_\_  
Its: Susan L. Oliveri, Secretary

STATE OF )

STATE OF MARYLAND ) ss.  
COUNTY OF BALTIMORE )

The foregoing instrument was acknowledged before me this 9th day of June, 2015,  
by Susan L. Oliveri, as the Secretary of Redwood-ERC Novi, LLC



Cathy M. Thompson  
Notary Public  
~~Acting in Oakland County, Michigan~~  
My Commission Expires: 12-25-2015

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 \_\_\_\_\_ 201\_\_\_\_, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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

<p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz &amp; Joppich, P.C. 34405 West Twelve Mile Road, Suite 200 Farmington Hills, MI 48331-5627</p>	<p>And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375</p>
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EXHIBIT A

LEGAL DESCRIPTION OF FOX RUN:

PART OF THE WEST 1/2 OF SECTION 1, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1 AND PROCEEDING ALONG THE WEST LINE OF SAID SECTION 1 N. 03°28'39" W. 60.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE N. 03°28'30" W. 2590.30 FEET MEASURED (N. 03°28'39" W. 2590.41 FEET RECORD) TO THE WEST 1/4 CORNER OF SAID SECTION 1; THENCE ALONG SAID WEST LINE AND ALONG THE BOUNDARY OF "THE MAPLES OF NOVI, MAPLE HILLS", OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 627, OAKLAND COUNTY RECORDS N. 02°29'12" W. 649.79 FEET MEASURED (N. 02°28'35" W. 649.69 FEET RECORD); THENCE CONTINUING ALONG SAID "THE MAPLES OF NOVI, MAPLE HILLS" THE FOLLOWING TWO (2) COURSES N. 87°21'41" E. 682.69 FEET AND N. 03°11'10" W. 2.24 FEET; THENCE ALONG THE SOUTH LINE OF "HAVERHILL FARMS", OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 912, OAKLAND COUNTY RECORDS N. 87°19'27" E. 693.69 FEET; THENCE IN PART, ALONG THE WEST LINE OF "LENOX PARK", OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1693 S. 03°16'01" E. 3236.69 FEET; THENCE ALONG THE NORTH LINE OF THIRTEEN MILE ROAD (VARIABLE WIDTH) THE FOLLOWING FIVE (5) COURSES S. 87°31'40" W. 25.33 FEET AND S. 02°28'20" E. 15.00 FEET AND S. 87°31'40" W. 300.00 FEET AND N. 02°28'20" W. 5.00 FEET AND S. 87°31'40" W. 1050.40 FEET TO THE POINT OF BEGINNING CONTAINING 102.81 ACRES.

REVISIONS			LEGAL DESCRIPTION OF THE PROPERTY		DATE	SCALE
ITEM	DATE	BY			1-7-14	HOR: 1" = FIELD BOOK NO.
			CITY OF NOVI	MICHIGAN	DESIGNED BY	JOB NO. 00144
			<b>Z EIMET W OZNIAK</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DRAWN BY	SHEET NO. 1/1

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**MAINTENANCE AND INSPECTION TASKS AND SCHEDULE FOR FOX RUN, NOVI**

Note: The owner and/or facilities manager shall maintain a log of all inspection and maintenance activities and shall make the log available to city personnel as needed.

Tasks	Streets	Storm Sewer pipes	Catch Basin Sumps	Catch Basin Inlet Castings	Ditches & Swales	Outflow Control Structures	Rip-Rap	Sediment Basins	Storm Detention Basins	Wetlands	Emergency Overflow	Schedule
Inspect for sediment accumulation		X	X		X	X		X	X			Annually
Removal of sediment accumulation		X	X		X	X		X	X			Every 2 years as needed
Inspect for floatables and debris				X	X	X		X	X			Annually
Cleaning of floatables and debris				X	X	X		X	X			Annually
Inspection for erosion					X	X			X		X	Annually
Re-establish permanent vegetation on eroded slopes					X				X		X	As needed
Replacement of stone (if it cannot be adequately cleaned)						X	X				X	Every 3-5 years as needed
Clean Streets	X											Semi-Annually
Mowing/remove invasive species					X				X			0-2 times per year
Inspect storm water system components during wet weather and compare to as-built plans (by professional engineer reporting to condó assoc.)		X	X	X	X	X	X	X	X	X		Annually
Make adjustments or replacements as determined by annual wet weather inspection		X	X	X	X	X	X	X	X	X	X	As needed
Keep records of all inspections and maintenance activities and report to facilities manager	X	X	X	X	X	X	X	X	X	X	X	Annually
Keep records of all costs for inspections, maintenance and repairs report to facilities manager	X	X	X	X	X	X	X	X	X	X	X	Annually

REVISIONS  
ITEM DATE BY

**MAINTENANCE ACTIVITIES AND BUDGET FOR 3 YEARS**  
CITY OF NOVI  
MICHIGAN

DATE  
1-7-14

SCALE  
HIDE: 1" =  
FIELD BOOK NO.

**ZIMMET W. OZNIAK & ASSOCIATES**  
Civil Engineers & Land Surveyors  
5580 GRAND RIVER AVE, SUITE 100  
NOVI, MICHIGAN 48165  
P: (248) 437-5099 F: (248) 437-5222 www.zimmetwzn.com

DESIGNED BY

JOB NO.  
00144

DRAWN BY

SHEET NO.  
1/2

EXHIBIT B

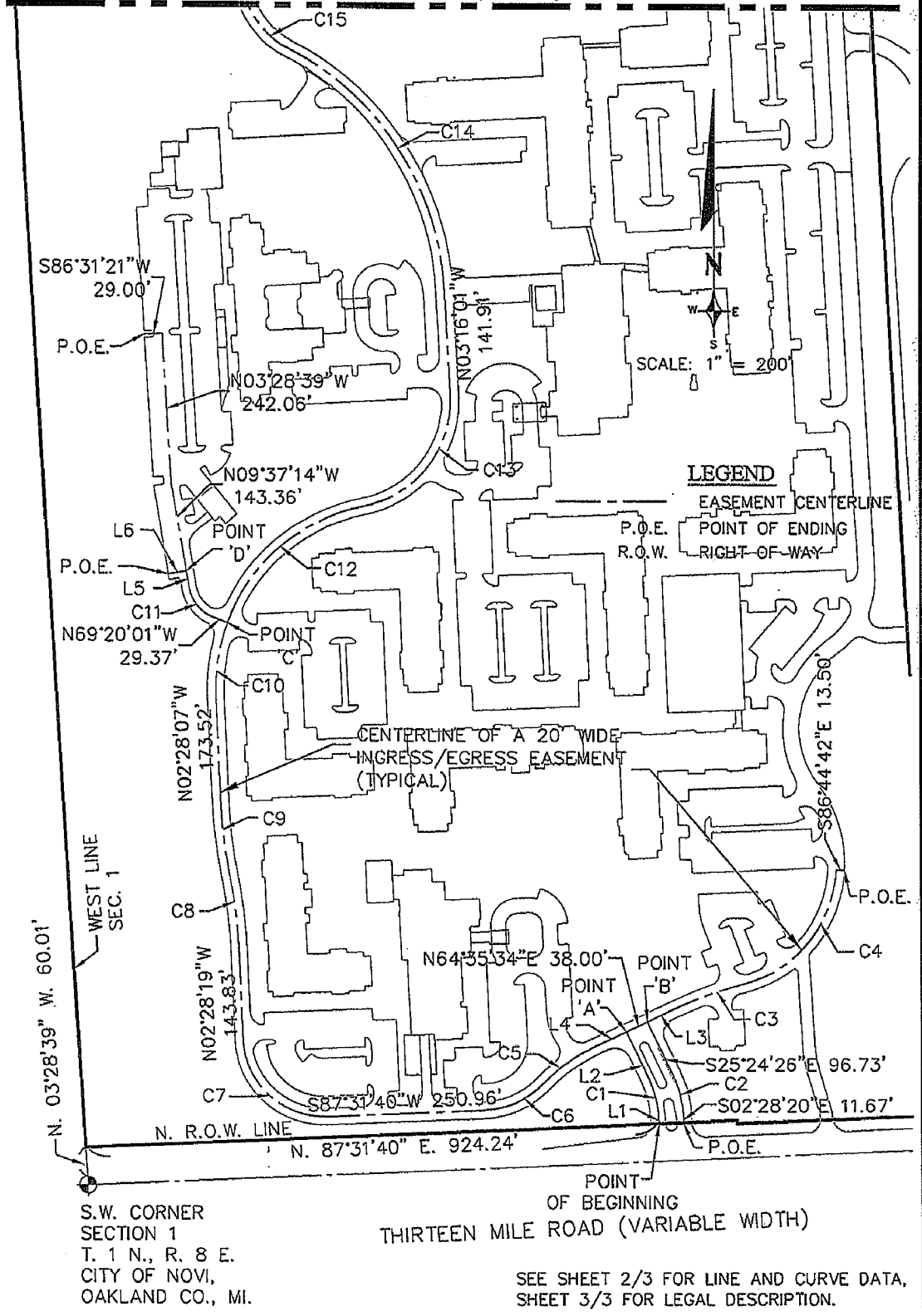
ANNUAL AND THREE YEAR MAINTENANCE PLAN BUDGET

Annual inspection for sediment accumulation	\$500
Removal of sediment accumulation every 2 years as needed	\$1000
Inspect for floatables and debris annually and after major storms	\$250
Removal of floatables and debris annually and after major storms	\$250
Inspect system for erosion annually and after major storms	\$250
Re-establish permanent vegetation on eroded slopes as needed	\$500
Replacement of stone	\$1000
Mowing 0-2 times per year	\$750
Inspect structural elements during wet weather and compare to as-built plans every 2 years	\$500
Make structural adjustments or replacements as determined by inspection as needed	\$1000
Have professional engineer carry out emergency inspections upon identification of severe problems	\$500
A. Total Annual Budget	\$6,500
B. Three Year Budget = 3 x Annual Budget	\$19,500

<b>REVISIONS</b>			<b>MAINTENANCE ACTIVITIES AND BUDGET FOR 3 YEARS</b>		<b>DATE</b>	<b>SCALE</b>
<b>ITEM</b>	<b>DATE</b>	<b>BY</b>			1-7-14	HOR: 1" =
			CITY OF NOVI	MICHIGAN	DESIGNED BY	FIELD BOOK NO.
			<b>Z E I M E T W O Z N I A K</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetrozoniak.com		JOB NO.	© COPYRIGHT 2014
					00144	
					DRAWN BY	SHEET NO.
						2/2

EXHIBIT C

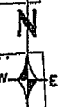
MATCH LINE SHEET 2/3



LEGEND

- EASEMENT CENTERLINE
- P.O.E.
- R.O.W.
- POINT OF ENDING
- RIGHT-OF-WAY

SCALE: 1" = 200'



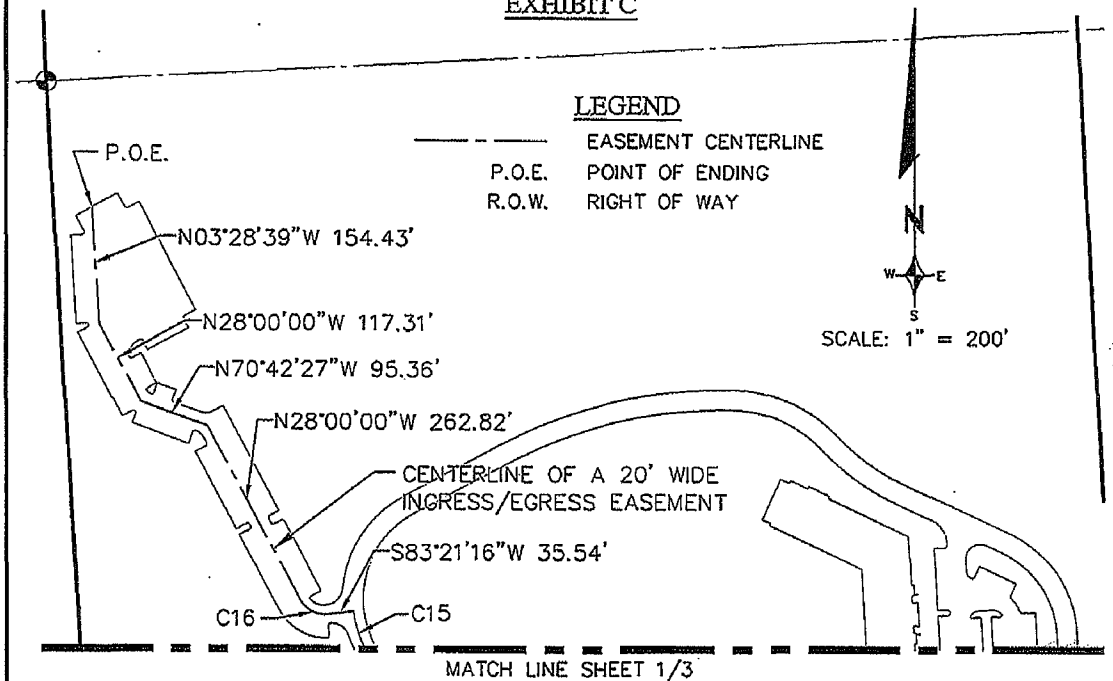
S.W. CORNER  
SECTION 1  
T. 1 N., R. 8 E.  
CITY OF NOVI,  
OAKLAND CO., MI.

POINT OF BEGINNING  
THIRTEEN MILE ROAD (VARIABLE WIDTH)

SEE SHEET 2/3 FOR LINE AND CURVE DATA,  
SHEET 3/3 FOR LEGAL DESCRIPTION.

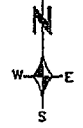
REVISIONS			CITY OF NOVI MICHIGAN	INGRESS/EGRESS EASEMENT AREA	DATE 1-7-14	SCALE HOR: 1" = 200' FIELD BOOK NO.	
ITEM	DATE	BY				DESIGNED BY	JOB NO. 00144
			<b>ZEMET WOZNAK</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zemetwozniak.com	DRAWN BY	SHEET NO. 1/3	© COPYRIGHT 2014	

**EXHIBIT C**



**LEGEND**

- EASEMENT CENTERLINE
- P.O.E. POINT OF ENDING
- R.O.W. RIGHT OF WAY



SCALE: 1" = 200'

MATCH LINE SHEET 1/3

**Line Table**

Line #	Bearing Direction	Length
L1	N02°28'20"W	9.10'
L2	N25°24'26"W	84.30'
L3	N64°35'34"E	49.50'
L4	S64°35'34"W	53.50'
L5	N09°37'14"W	26.12'
L6	S80°22'46"W	29.00'

**Curve Table**

Curve #	Length	Radius	Angle	Chord Direction	Chord Length
C1	67.45'	168.50'	22°56'06"	N13°56'23"W	67.00'
C2	68.25'	170.50'	22°56'07"	S13°56'23"E	67.80'
C3	119.39'	600.00'	11°24'05"	N70°17'36"E	119.20'
C4	253.91'	200.00'	72°44'21"	N39°37'28"E	237.20'
C5	105.54'	285.00'	21°13'03"	S53°59'02"W	104.94'
C6	107.89'	140.00'	44°09'10"	S65°27'05"W	105.24'
C7	204.20'	130.00'	90°00'01"	N47°28'19"W	183.85'
C8	119.30'	750.00'	09°06'49"	N07°01'43"W	119.17'
C9	119.34'	750.00'	09°07'01"	N07°01'37"W	119.21'
C10	121.13'	300.00'	23°08'06"	N09°05'56"E	120.31'
C11	59.57'	62.00'	55°03'04"	N37°08'43"W	57.31'
C12	302.11'	300.00'	57°41'58"	N49°30'59"E	289.51'
C13	249.33'	175.00'	81°37'59"	N37°32'58"E	228.77'
C14	480.15'	461.00'	59°40'33"	N33°06'17"W	458.74'
C15	140.02'	142.50'	56°17'50"	N34°47'39"W	134.45'
C16	43.47'	37.00'	67°18'45"	N61°39'22"W	41.01'

REVISIONS		
ITEM	DATE	BY

**INGRESS/EGRESS  
EASEMENT AREA**

CITY OF NOVI MICHIGAN

**ZELMET WOZNAK**  
& ASSOCIATES  
Civil Engineers & Land Surveyors  
55800 GRAND RIVER AVE, SUITE 100  
NEW HUDSON, MICHIGAN 48165  
P: (248) 437-5099 F: (248) 437-5222 www.zelmetwozniak.com

DATE	SCALE
1-7-14	HOR: 1" = 200'
DESIGNED BY	FIELD BOOK NO.
DRAWN BY	JOB NO.
	00144
	SHEET NO.
	2/3

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EXHIBIT C

LEGAL DESCRIPTION OF INGRESS/EGRESS EASEMENT AREA:

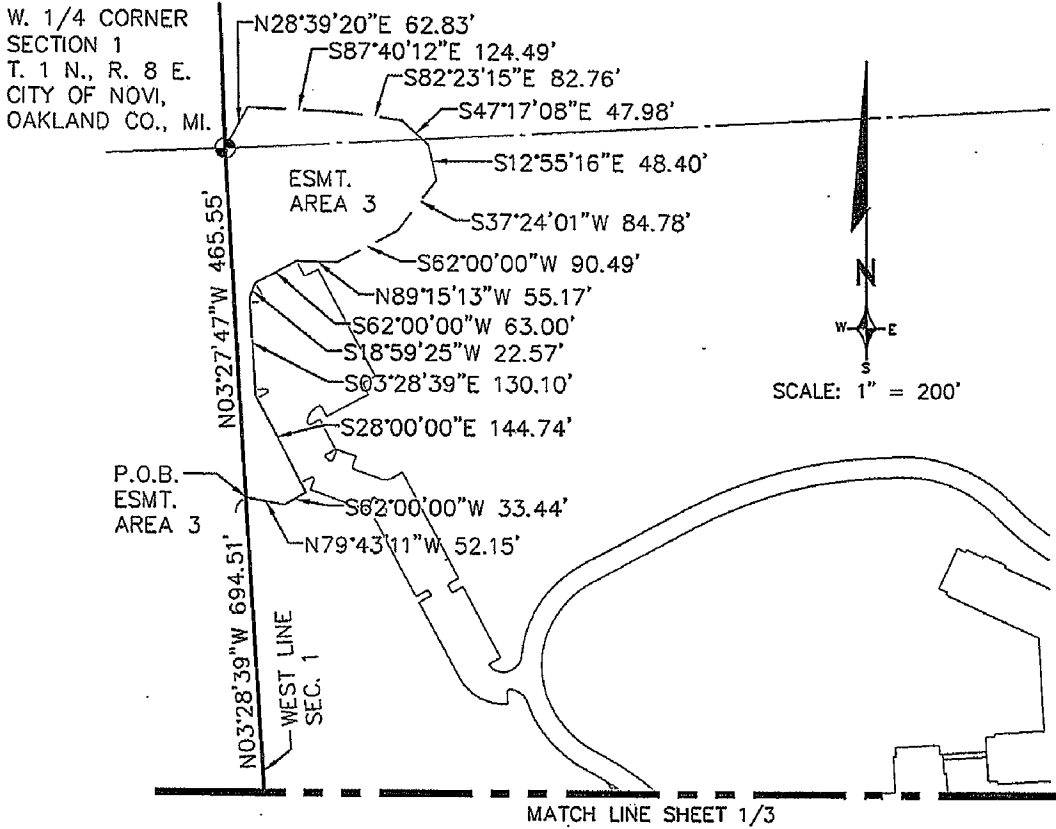
A CENTERLINE DESCRIPTION OF A 20 FOOT WIDE INGRESS/EGRESS EASEMENT LOCATED IN THE S.W. 1/4 OF SECTION 1, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1 AND PROCEEDING ALONG THE WEST LINE OF SAID SECTION 1 N. 03°28'39" W. 60.01 FEET; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF THIRTEEN MILE ROAD (VARIABLE WIDTH) N. 87°31'40" E. 924.24 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE N. 02°28'20" W. 9.10 FEET; THENCE 67.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 168.50 FEET, CENTRAL ANGLE 22°56'06" AND A CHORD THAT BEARS N. 13°56'23" W. 67.00 FEET; THENCE N. 25°24'26" W. 84.30 FEET TO POINT 'A'; THENCE N. 64°35'34" E. 38.00 FEET TO POINT 'B'; THENCE S. 25°24'26" E. 96.73 FEET; THENCE 68.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 170.50 FEET, CENTRAL ANGLE 22°56'07" AND A CHORD THAT BEARS S. 13°56'23" E. 67.80 FEET; THENCE S. 02°28'20" E. 11.67 FEET TO A POINT OF ENDING ON SAID NORTH RIGHT OF WAY LINE OF THIRTEEN MILE ROAD; THENCE FROM SAID POINT 'B' N. 64°35'34" E. 49.50 FEET; THENCE 119.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 600.00 FEET, CENTRAL ANGLE 11°24'05" AND A CHORD THAT BEARS N. 70°17'36" E. 119.20 FEET; THENCE 253.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 72°44'21" AND A CHORD THAT BEARS N. 39°37'28" E. 237.20 FEET; THENCE S. 89°44'42" E. 13.50 FEET TO A POINT OF ENDING; THENCE FROM SAID POINT 'A' S. 64°35'34" W. 53.50 FEET; THENCE 105.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 285.00 FEET, CENTRAL ANGLE 21°13'03" AND A CHORD THAT BEARS S. 53°59'02" W. 104.94 FEET; THENCE 107.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 140.00 FEET, CENTRAL ANGLE 44°09'10" AND A CHORD THAT BEARS S. 65°27'05" W. 105.24 FEET; THENCE S. 87°31'40" W. 250.96 FEET; THENCE 204.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 130.00 FEET, CENTRAL ANGLE 90°00'01" AND A CHORD THAT BEARS N. 47°28'19" W. 183.85 FEET; THENCE N. 02°28'19" W. 143.83 FEET; THENCE 119.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 750.00 FEET, CENTRAL ANGLE 09°06'46" AND A CHORD THAT BEARS N. 07°01'43" W. 119.17 FEET; THENCE 119.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 750.00 FEET, CENTRAL ANGLE 09°07'01" AND A CHORD THAT BEARS N. 07°01'37" W. 119.21 FEET; THENCE N. 02°28'07" W. 173.52 FEET; THENCE 121.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 300.00 FEET, CENTRAL ANGLE 23°08'06" AND A CHORD THAT BEARS N. 09°05'56" E. 120.31 FEET TO POINT 'C'; THENCE N. 69°20'01" W. 29.37 FEET; THENCE 59.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 62.00 FEET, CENTRAL ANGLE 55°03'04" AND A CHORD THAT BEARS N. 37°08'43" W. 57.31 FEET; THENCE N. 09°37'14" W. 26.12 FEET TO A POINT 'D'; THENCE S. 80°22'46" W. 29.00 FEET TO A POINT OF ENDING; THENCE FROM SAID POINT 'D' N. 09°37'14" W. 143.36 FEET; THENCE N. 03°28'39" W. 242.06 FEET; THENCE S. 86°31'21" W. 29.00 FEET TO A POINT OF ENDING; THENCE FROM SAID POINT 'C' 302.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 300.00 FEET, CENTRAL ANGLE 57°41'58" AND A CHORD THAT BEARS N. 49°30'59" E. 289.51 FEET; THENCE 249.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 175.00 FEET, CENTRAL ANGLE 81°37'59" AND A CHORD THAT BEARS N. 37°32'58" E. 228.77 FEET; THENCE N. 03°16'01" W. 141.91 FEET; THENCE 480.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 461.00 FEET, CENTRAL ANGLE 59°40'33" AND A CHORD THAT BEARS N. 33°06'17" W. 458.74 FEET; THENCE 140.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 142.50 FEET, CENTRAL ANGLE 56°17'50" AND A CHORD THAT BEARS N. 34°47'39" W. 134.45 FEET; THENCE S. 83°21'16" W. 35.54 FEET; THENCE 43.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 37.00 FEET, CENTRAL ANGLE 67°18'45" AND A CHORD THAT BEARS N. 61°39'22" W. 41.01 FEET; THENCE N. 28°00'00" W. 262.82 FEET; THENCE N. 70°42'27" W. 95.36 FEET; THENCE N. 28°00'00" W. 117.31 FEET; THENCE N. 03°28'39" W. 154.43 FEET TO THE POINT OF ENDING OF SAID EASEMENT CENTERLINE.

<b>REVISIONS</b>			<b>INGRESS/EGRESS EASEMENT AREA</b>		<b>DATE</b>		<b>SCALE</b>	
ITEM	DATE	BY			1-7-14		HOR: 1" =	
			CITY OF NOVI MICHIGAN		DESIGNED BY		JOB NO. 00144	
			<b>ZEIMET WOZNIAK</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimctwozniak.com		DRAWN BY		SHEET NO. 3/3	
					© COPYRIGHT 2014			



EXHIBIT D



LEGEND

- EASEMENT LINE
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- ESMT. EASEMENT

Line Table		
Line #	Bearing Direction	Length
L1	S87°31'40\"W	25.33
L2	S02°28'20\"E	15.00
L3	S87°31'40\"W	133.10
L4	N86°31'21\"E	25.81

SEE SHEET 3/3 FOR LEGAL DESCRIPTION.

<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>ITEM</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISIONS			ITEM	DATE	BY										<b>DETENTION/SEDIMENTATION BASIN EASEMENT AREA</b> CITY OF NOVI MICHIGAN		DATE 1-7-14	SCALE HOR: 1" = 200' FIELD BOOK NO.
	REVISIONS																		
	ITEM	DATE	BY																
 Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DESIGNED BY JOB NO. 00144	SHEET NO. 2/3 © COPYRIGHT 2014																
DRAWN BY		SHEET NO. 2/3																	

