



# CITY of NOVI CITY COUNCIL

**Agenda Item Q**  
**February 29, 2016**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Town Center Investors, LLC for the Fountain Shops project located at 43335 Crescent Boulevard (parcel 22-14-351-063).

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

**CITY MANAGER APPROVAL:** *PA*

**BACKGROUND INFORMATION:**

The owner/developer of Fountain Shops, Novi Town Center Investors, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the project located at 43335 Crescent Boulevard, 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 owns and agrees to maintain the underground storm water detention basin and pretreatment structure and is providing an access easement to these facilities. The owner is also responsible for maintaining the pipes, and manholes 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 letter, dated February 1, 2016, 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 Fountain Shops located at 43335 Crescent Boulevard (parcel 22-14-351-063).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

# Fountain Shops

Location Map

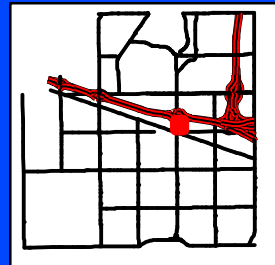


Map Author: Theresa Bridges  
Date: February 17, 2016  
Project:  
Version #:

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 30 60 120 180

1 inch = 150 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

February 1, 2016

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

**Re: *Fountain Shops of Town Center JSP14-0024*  
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 Fountain Shops of Town Center. The Agreement is in the City's standard format and has been executed by the property owner. The Exhibits have been reviewed and approved by the City's Consulting Engineer. The 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 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

cc: 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  
February 1, 2016  
Page 2

Theresa C. Bridges, 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)  
Brittany Allen, Spalding DeDecker (w/Enclosures)  
Matthew C. Quinn, Esquire (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

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

THIS EASEMENT AGREEMENT is made this \_\_\_\_ day of September, 2014, 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, 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 commercial building development on the Property.

B. The commercial building 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.

GRANTOR:

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 partnership  
Its: General Partner

By: Richard Zakatoris  
Its: Director

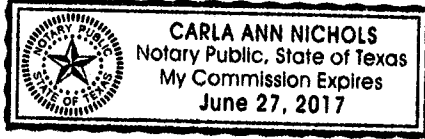
STATE OF TEXAS )  
 )  
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2014, by 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 partnership, Its: General Partner, by Richard Zalatoris, Its: Director.

Carla Nichols  
Notary Public

Dallas County, Texas  
My commission expires: 6/27/17  
Acting in Dallas County, Texas

(seal)



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 \_\_\_\_\_ 2014, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by:  
Matthew C. Quinn  
28345 Beck Road, Suite 401  
Wixom, MI 48393

And when recorded return to:  
Maryanne Cornelius, City Clerk  
City of Novi  
45175 W. Ten Mile Rd  
Novi, MI 48375

602691v1

**EXHIBIT A  
LEGAL DESCRIPTION BURDENED PARCEL**

**LEGAL DESCRIPTION - TAX PARCEL No. 22-14-351-063**

(per City of Novi Assesor, current as of 2-14-2014)

T1N, R8E, SEC 14 & 23 PART OF SW 1/4 OF SEC 14 & PART OF NW 1/4 OF SEC 23  
BEG AT PT DIST N 87-28-51 E 54 FT FROM SW COR OF SD SEC 14;

TH N 02-40-33 W 66.98 FT,  
 TH N 87-29-51 E 6 FT,  
 TH N 02-40-33 W 177.73 FT,  
 TH N 86-52-49 E 269.99 FT,  
 TH N 02-40-33 W 87.91 FT,  
 TH N 86-04-47 E 48.02 FT,  
 TH N 02-40-33 W 149.32 FT,  
 TH N 87-19-27 E 41.14 FT,  
 TH ALG CURVE TO LEFT, RAD 1020 FT, CHORD BEARS N 08-12-39 W 188.21 FT, DIST  
 OF 188.48 FT,  
 TH ALG CURVE TO LEFT RAD 720 FT, CHORD BEARS N 24-31-23 W 275.22 FT, DIST  
 OF 276.93 FT,  
 TH N 04-00-03 E 48.39 FT,  
 TH ALG CURVE TO LEFT, RAD 330.50 FT, CHORD BEARS N 39-41-02 E 45.57 FT, DIST  
 OF 45.61 FT,  
 TH N 35-49-27 E 151.76 FT,  
 TH ALG CURVE TO RIGHT, RAD 1161.50 FT, CHORD BEARS N 61-34-27 E 1009.22 FT,  
 DIST OF 1044.01 FT,  
 TH N 87-19-27 E 206.26 FT,  
 TH S 47-40-33 E 53.74 FT,  
 TH S 02-40-33 E 840.01 FT,  
 TH S 87-19-27 W 144.46 FT,  
 TH S 02-40-33 E 59.26 FT,  
 TH S 87-19-27 W 127.45 FT,  
 TH S 02-40-33 E 60 FT,  
 TH S 87-19-26 W 129.02 FT,  
 TH N 02-40-33 W 0.67 FT,  
 TH S 87-19-27 W 53.77 FT,  
 TH N 02-40-33 W 27.99 FT,  
 TH S 87-19-27 W 638.49 FT,  
 TH S 06-45-56 E 48.17 FT,  
 TH ALG CURVE TO RIGHT, RAD 1123.90 FT, CHORD BEARS S 02-10-42 E 227.31 FT,  
 DIST OF 227.70 FT,  
 TH S 00-10-03 W 48.21 FT,  
 TH N 87-19-27 E 392.75 FT,  
 TH S 02-40-33 E 278.98 FT,  
 TH N 87-19-27 E 656.59 FT,  
 TH S 02-22-58 W 15.40 FT,  
 TH S 47-40-33 E 39.60 FT,  
 TH S 02-40-33 E 56.50 FT,  
 TH ALG CURVE TO LEFT, RAD 435.50 FT, CHORD BEARS S 12-00-50 E 141.33 FT, DIST  
 OF 141.96 FT,  
 TH S 21-21-06 E 100 FT,  
 TH S 20-34-27 E 9.89 FT,  
 TH S 04-33-29 E 101.48 FT,  
 TH ALG CURVE TO RIGHT, RAD 353.50 FT, CHORD BEARS S 03-10-45 W 83.97 FT,  
 DIST OF 84.17 FT,  
 TH S 10-00-00 W 30.36 FT,  
 TH S 27-11-06 W 9.05 FT,  
 TH N 74-16-33 W 195.56 FT,  
 TH N 06-47-48 E 87.34 FT,  
 TH N 02-46-49 E 68.75 FT,  
 TH S 85-52-56 E 99.91 FT,  
 TH N 04-06-34 E 163.28 FT,  
 TH S 87-28-51 W 200 FT,  
 TH N 02-40-33 W 166.35 FT,  
 TH S 87-28-51 W 432.79 FT,  
 TH S 13-38-41 W 287.42 FT,  
 TH N 74-00-17 W 698.96 FT,  
 TH S 03-08-50 E 3.88 FT,  
 TH N 74-02-07 W 79.81 FT,  
 TH N 42-20-47 W 85.57 FT TO BEG 34.97 A

PROFESSIONAL  
ENGINEERING  
ASSOCIATES

CLIENT: <b>NOVI TOWN CENTER INVESTORS, LLC</b> 43255 CRESCENT BOULEVARD NOVI, MI 48375	SCALE: NO SCALE	JOB No: 2014046	2430 Rochester Ct. Suite 100 Troy, MI 48083-1872 (248) 689-9090
	DATE: 9-23-14	DWG. No: 1 of 3	



## EXHIBIT "B"

### STORM WATER MANAGEMENT SYSTEM MAINTENANCE PLAN

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION (RESPONSIBILITY OF CONTRACTOR)							
TASKS	COMPONENTS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet castings	Outlet Control Structure	Underground Detention Structure	SCHEDULE
Inspect for accumulated sediment		X	X	X	X	X	Weekly
Removal of accumulated sediment		X	X	X	X	X	As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect for floatables and debris		X	X	X	X	X	Quarterly
Remove floatables and debris		X	X	X	X	X	As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect for site erosion							Weekly
re-establish vegetation in eroded areas							As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect storm water system and components during wet weather and compare to plans				X	X	X	As required and at project turn over
Make adjustments or replacements as determined by annual wet weather inspection.				X	X	X	As required
Keep copies of all storm water operator reports and make available to City of Novi Personnel							Annually
Pavement sweeping							Weekly or as required

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE POST CONSTRUCTION (RESPONSIBILITY OF OWNER/ OWNER'S SITE MAINTENANCE PROVIDER)							ESTIMATED ANNUAL BUDGET			
TASKS	COMPONENTS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet castings	Outlet Control Structure	Underground Detention Structure	SCHEDULE	1st year	2nd year	3rd year
Inspect for accumulated sediment		X	X	X	X	X	Annually	\$75	\$75	\$75
Removal of accumulated sediment		X	X	X	X	X	Annually first 2 years, then as required	\$500	\$500	\$0
Inspect for floatables and debris		X	X	X	X	X	Annually	\$75	\$75	\$75
Remove floatables and debris		X	X	X	X	X	Annually	\$100	\$50	\$50
Inspect for site erosion							Annually	\$75	\$75	\$75
re-establish vegetation in eroded areas							Annually	\$400	\$200	\$200
Inspect storm water system and components during wet weather and compare to as-built plans (by professional engineer, reporting to maintenance financing company)				X	X	X	Annually	\$125	\$125	\$125
Make adjustments or replacements as determined by annual wet weather inspection.				X	X	X	As required	\$150	\$0	\$250
Keep records of all inspections and maintenance activities and make available to City of Novi Personnel							Annually	\$0	\$0	\$0
<b>TOTAL BUDGET:</b>								<b>\$1500</b>	<b>\$1100</b>	<b>\$850</b>

<b>EXHIBIT 'B'</b> <b>STORM WATER MANAGEMENT SYSTEM MAINTENANCE PLAN</b> <b>NOVI TOWN CENTER</b> <b>FOUNTAIN SHOPS</b> PART OF SECTION 14, CITY OF NOVI, MICHIGAN							
<b>PROFESSIONAL ENGINEERING ASSOCIATES</b> 2430 Rochester Ct. Suite 100 Troy, MI 48065-1872 (248) 689-9090							
DES. JC	SUR. JC	SCALE NTS	JOB NO. 2014-046	2430 Rochester Ct. Suite 100 Troy, MI 48065-1872 (248) 689-9090			
DN. JC	P.M. JC	DATE 9/16/14	DWG. NO. 1 OF 1				

**EXHIBIT C**  
**LEGAL DESCRIPTION INGRESS-EGRESS EASEMENT**

**LEGAL DESCRIPTION - VARIABLE WIDTH INGRESS-EGRESS EASEMENT:**

(Per Professional Engineering Associates)

A variable width ingress-egress easement over part of Parcel No. 22-14-351-063, being lands in the Southwest 1/4 of Section 14 and the Northwest 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the Southwest Corner of said Section 14;  
thence along the South line of said Section 14, L1) N87°28'51"E, 54.00 feet to the East line of Novi Road (variable width);

thence along said East line the following three (3) courses:

L2) N02°40'33"W, 66.98 feet and;

L3) N87°29'51"E, 6.00 feet and;

L4) N02°40'33"W, 177.73 feet;

thence L5) N86°52'49"E, 269.99 feet;

thence L6) N02°40'33"W, 87.91 feet;

thence L7) N86°04'47"E, 48.02 feet;

thence L8) N02°40'33"W, 149.32 feet to the South line of Crowe Drive (variable width);

thence along said South line L9) N87°19'27"E, 41.15 feet to the East line of Ingersol Drive (40 feet wide);

thence along said East line the following two (2) courses:

C1) 188.55 feet along the arc of a non-tangent curve to the left, having a radius of 1020.00 feet, and a chord bearing N08°12'32"W, 188.28 feet and;

C2) 179.94 feet along the arc of a curve to the left, having a radius of 720.00 feet, and a chord bearing N20°39'51"W, 179.48 feet to the POINT OF BEGINNING;

thence along the exterior of said easement the following ten (10) courses:

C3) continuing along said East line, 29.00 feet along the arc of a curve to the left, having a radius of 720.00 feet, and a chord bearing N28°58'40"W, 29.00 feet and;

L10) N62°10'34"E, 46.03 feet and;

L11) N86°26'24"E, 103.99 feet and;

L12) N02°43'57"W, 11.94 feet and;

L13) N87°28'21"E, 16.00 feet and;

L14) N02°43'57"W, 144.01 feet and;

L15) N87°16'03"E, 14.00 feet and;

L16) S02°43'57"E, 185.46 feet and;

L17) S86°26'24"W, 129.56 feet and;

L18) S62°10'34"W, 36.77 feet to the aforementioned East line of Ingersol Drive and the POINT OF BEGINNING; Containing ±7,517 square feet or ±0.173 acres of land.

PROFESSIONAL  
ENGINEERING  
ASSOCIATES

CLIENT:  
**NOVI TOWN CENTER INVESTORS, LLC**  
43255 CRESCENT BOULEVARD  
NOVI, MI 48375

SCALE: 1" = 250'

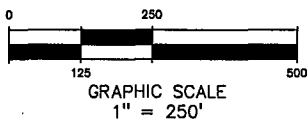
JOB No: 2014046

DATE: 9-23-14

DWG. No: 3 of 3

2430 Rochester Ct. Suite 100  
Troy, MI 48083-1872  
(248) 689-9090

# SKETCH OF VARIABLE WIDTH INGRESS-EGRESS EASEMENT

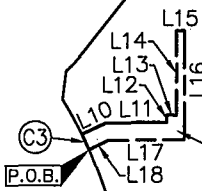


CRESCENT BLVD  
(77' WIDE)

SOUTH LINE OF  
CRESCENT BLVD

LINE TABLE		
LINE	BEARING	DIST.
L1	N87°28'51"E	54.00
L2	N02°40'33"W	66.98
L3	N87°29'51"E	6.00
L4	N02°40'33"W	177.73
L5	N86°52'49"E	269.99
L6	N02°40'33"W	87.91
L7	N86°04'47"E	48.02
L8	N02°40'33"W	149.32
L9	N87°19'27"E	41.15
L10	N62°10'34"E	46.03
L11	N86°26'24"E	103.99
L12	N02°43'57"W	11.94
L13	N87°28'21"E	16.00
L14	N02°43'57"W	144.01
L15	N87°16'03"E	14.00
L16	S02°43'57"E	185.46
L17	S86°26'24"W	129.56
L18	S62°10'34"W	36.77

INGERSOL DRIVE  
(40' WIDE)



VARIABLE WIDTH  
INGRESS-EGRESS  
EASEMENT

WEST LINE OF TOWN CENTER DRIVE  
TOWN CENTER DRIVE  
(VARIABLE WIDTH)

CROWE DRIVE  
(VARIABLE WIDTH)

EAST LINE OF  
INGERSOL DRIVE

NOVI ROAD  
(VARIABLE WIDTH)

SOUTH LINE OF  
CROWE DRIVE

TAX PARCEL ID  
No. 22-14-351-064

SOUTH 1/4 CORNER  
SECTION 14 &  
NORTH 1/4 CORNER  
SECTION 23  
T.1N., R.8E.  
CITY OF NOVI  
OAKLAND COUNTY  
MICHIGAN

TAX PARCEL ID  
22-14-351-063  
34.97 AC.

SOUTH LINE OF SECTION 14  
NORTH LINE OF SECTION 23

NORTH LINE OF GRAND RIVER AVE.

SOUTHWEST CORNER  
SECTION 14 &  
NORTHWEST CORNER  
SECTION 23  
T.1N., R.8E.  
CITY OF NOVI  
OAKLAND COUNTY  
MICHIGAN

GRAND RIVER AVE.  
(VARIABLE WIDTH)

PARCEL NO.  
22-23-101-008

PARCEL NO.  
22-23-105-001

PARCEL NO.  
22-23-126-012

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	188.55	1020.00	10°35'28"	188.28	N08°12'32"W
C2	179.94	720.00	14°19'10"	179.48	N20°39'51"W
C3	29.00	720.00	2°18'29"	29.00	N28°58'40"W

PROFESSIONAL  
ENGINEERING  
ASSOCIATES

CLIENT:  
NOVI TOWN CENTER INVESTORS, LLC  
43255 CRESCENT BOULEVARD  
NOVI, MI 48375

SCALE: 1" = 250'  
DATE: 9-23-14

JOB No: 2014046  
DWG. No: 2 of 3

2430 Rochester Ct. Suite 100  
Troy, MI 48083-1872  
(248) 689-9090

**EXHIBIT D  
LEGAL DESCRIPTION OF VARIABLE WIDTH STORM WATER  
FACILITY MAINTENANCE EASEMENT**

**LEGAL DESCRIPTION – VARIABLE WIDTH STORM WATER FACILITY  
MAINTENANCE EASEMENT:**

(Per Professional Engineering Associates)

A variable width storm water facility maintenance easement over part of Parcel No. 22-14-351-063, being lands in the Southwest 1/4 of Section 14 and the Northwest 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the Southwest Corner of said Section 14;  
thence along the South line of said Section 14, L1) N87°28'51"E, 54.00 feet to the East line of Novi Road (variable width);

thence along said East line the following three (3) courses:

L2) N02°40'33"W, 66.98 feet and;

L3) N87°29'51"E, 6.00 feet and;

L4) N02°40'33"W, 177.73 feet;

thence L5) N86°52'49"E, 269.99 feet;

thence L6) N02°40'33"W, 87.91 feet;

thence L7) N86°04'47"E, 48.02 feet;

thence L8) N02°40'33"W, 149.32 feet to the South line of Crowe Drive (variable width);

thence along said South line L9) N87°19'27"E, 41.15 feet to the East line of Ingersol Drive (40 feet wide);

thence along said East line the following two (2) courses:

C1) 188.55 feet along the arc of a non-tangent curve to the left, having a radius of 1020.00 feet, and a chord bearing N08°12'32"W, 188.28 feet and;

C2) 179.94 feet along the arc of a curve to the left, having a radius of 720.00 feet, and a chord bearing N20°39'51"W, 179.48 feet;

thence L19) N63°58'27"E, 148.98 feet to the POINT OF BEGINNING;

thence along the centerline of a 24 foot wide storm water facility maintenance easement the following two (2) courses:

L20) N02°43'57"W, 144.01 feet and;

L21) S02°43'57"E, 110.90 feet;

thence along the centerline of a 12 foot wide storm water facility maintenance easement

L22) N87°38'40"E, 48.00 feet to the POINT OF ENDING; Containing ±3,888 square feet or ±0.089 acres of land.

PROFESSIONAL  
ENGINEERING  
ASSOCIATES

CLIENT:  
NOVI TOWN CENTER INVESTORS, LLC  
43255 CRESCENT BOULEVARD  
NOVI, MI 48375

SCALE: NO SCALE

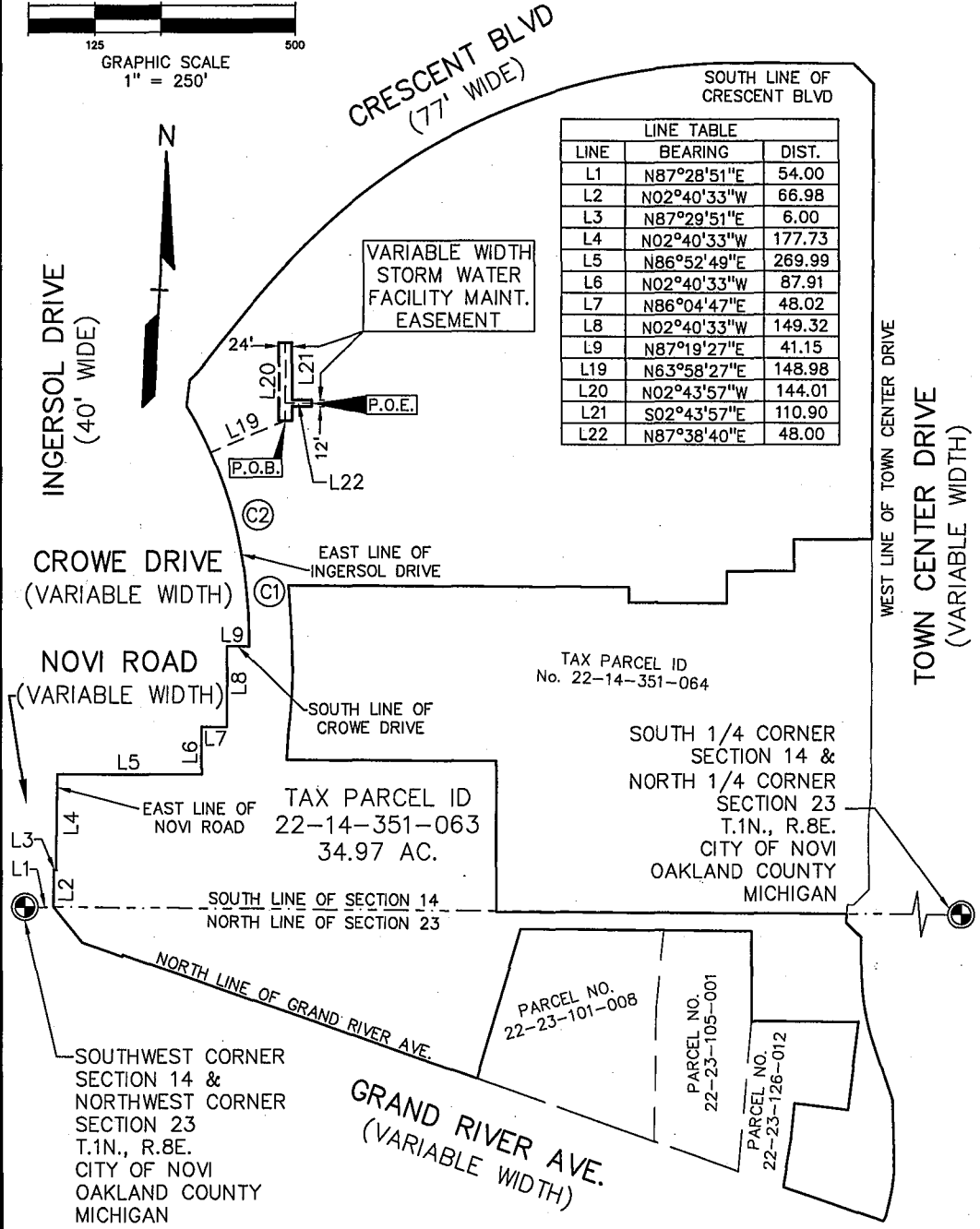
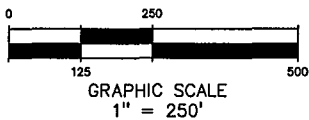
JOB No: 2014046

DATE: 9-23-14

DWG. No: 3 of 3

2430 Rochester Ct. Suite 100  
Troy, MI 48083-1872  
(248) 689-9090

# SKETCH OF VARIABLE WIDTH STORM WATER FACILITY MAINTENANCE EASEMENT



LINE TABLE		
LINE	BEARING	DIST.
L1	N87°28'51"E	54.00
L2	N02°40'33"W	66.98
L3	N87°29'51"E	6.00
L4	N02°40'33"W	177.73
L5	N86°52'49"E	269.99
L6	N02°40'33"W	87.91
L7	N86°04'47"E	48.02
L8	N02°40'33"W	149.32
L9	N87°19'27"E	41.15
L19	N63°58'27"E	148.98
L20	N02°43'57"W	144.01
L21	S02°43'57"E	110.90
L22	N87°38'40"E	48.00

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	188.55	1020.00	10°35'28"	188.28	N08°12'32"W
C2	179.94	720.00	14°19'10"	179.48	N20°39'51"W

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CLIENT: <b>NOVI TOWN CENTER INVESTORS, LLC</b> 43255 CRESCENT BOULEVARD NOVI, MI 48375	SCALE: 1" = 250'	JOB No: 2014046
	DATE: 9-23-14	DWG. No: 2 of 3