



**CITY of NOVI CITY COUNCIL**

**Agenda Item 1  
February 25, 2013**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Town Center Investors, LLC for the Novi Town Center – Building "I" project development located at Crescent Boulevard and Ingersol Drive (parcel 22-14-351-063).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>RS</sup> *BTC*

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The Novi Town Center Investors request approval of a Storm Drainage Facility Maintenance Easement Agreement for the Novi Town Center – Building "I" development, located at 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, the property owner has provided a Storm Drainage Facility Maintenance Easement Agreement for their on-site pervious concrete, storm water control structure, various catch basins, and an access easement to each portion of their storm water facility.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's June 14, 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 "I" project development located at Crescent Boulevard and Ingersol Drive (parcel 22-14-351-063).

	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 - Building "I" - SDFMEA

## Location Map



20' Wide Ingress-Egress Easement for Storm Water Facility Maintenance

25' Wide Pervious Concrete, Control Structure and Catch Basin Storm Maintenance Easement.

Map Author: Aaron J. Staup  
 Date: February 5, 2013  
 Project: Novi Town Center - Building "I" - SDFMEA  
 Version #: 1

Storm Drainage Facility Maintenance Easement Agreement with Ingress - Egress Easement

**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

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

June 14, 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 I, SP09-23  
Storm Drainage Facility Maintenance Easement Agreement

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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 I. 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/ Original Enclosures)  
Marina Neumaier, Assistant Finance Director (w/Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)

Rob Hays, Public Services Director

June 14, 2012

Page 2

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)

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**  
**NOVI TOWN CENTER – BUILDING I**

THIS EASEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2011, 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 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 facilities, including but not limited to catch basins, pipes, pervious concrete, detention basins, and pretreatment structures, 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 facilities, including all catch basins, pipes and pretreatment and control structures 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 catch basins, pipes and pretreatment and control structures 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 and 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 storm water drainage and pretreatment facilities within the Storm Maintenance 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.

{Signatures Begin on Following Page}

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 908

STATE OF TEXAS )  
COUNTY OF Dallas )SS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2011.



Rosalinda Campos  
Notary Public  
Dallas County,  
My commission expires: Dec. 8, 2014  
Acting in Dallas County

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 \_\_\_\_\_ 2010, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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

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

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

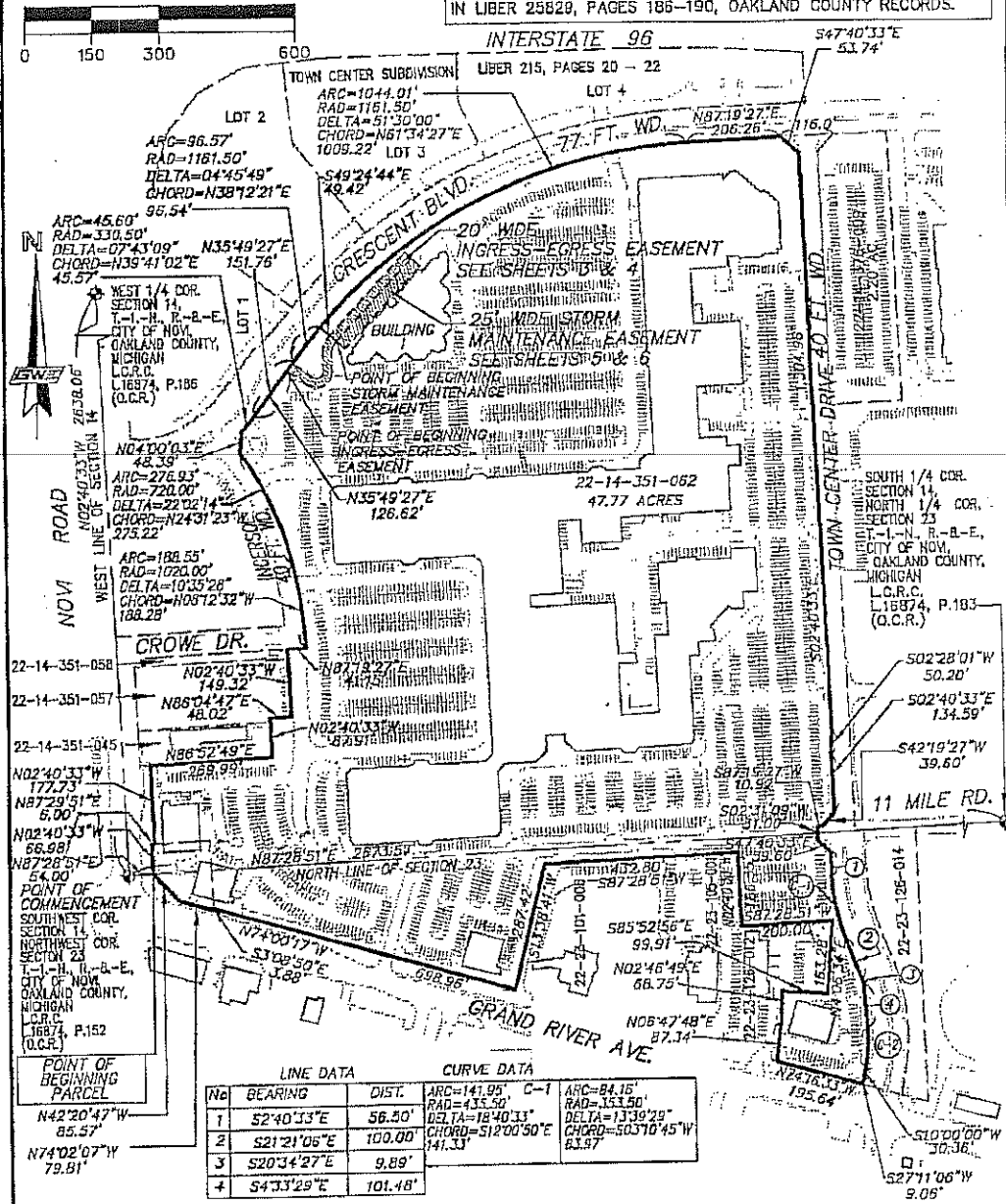
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EXHIBIT A

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	C-1	ARC
1	S2°40'33"E	56.50'	ARC=141.95'		ARC=84.15'
2	S21°21'06"E	100.00'	RAD=433.50'		RAD=353.50'
3	S20°34'27"E	9.89'	DELTA=18°40'33"		DELTA=13°39'29"
4	S4°33'29"E	101.48'	CHORD=512°00'30"E		CHORD=503°10'45"W
			141.33'		83.97'

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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**Giffels-Webster Engineers, Inc.**  
 ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS  
 3671 BOND STREET, ROCHESTER HILLS, MI 48309  
 (248) 852-3100

DATE: 01/14/00	CHECKED BY: CAA	DATE: 01/10	SCALE: 1"=300'
DRAWN: JZB			SHEET: 1 OF 6
DESIGN:			JOB No: 17844-00
SECTION: 14 & 23	T-1-N., R-8-E.		

NAP 17280017844-00 EASEMENTS (BUILDING) EASEMENT OVERALL PARCEL SKETCH DWG

**EXHIBIT A  
(CONTINUED)**

**LEGAL DESCRIPTION  
(PARCEL ID. NUMBERS 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 NOW 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, 299.99 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 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 45.60 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 36 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 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 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 05 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, 30.35 FEET; THENCE SOUTH 27 DEGREES 11 MINUTES 08 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 06 DEGREES 47 MINUTES 48 SECONDS EAST, 87.34 FEET; THENCE NORTH 02 DEGREES 46 MINUTES 49 SECONDS EAST, 88.75 FEET; THENCE SOUTH 85 DEGREES 52 MINUTES 56 SECONDS EAST, 99.91 FEET; THENCE NORTH 04 DEGREES 05 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, 156.35 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 698.96 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 NOW 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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 2871 HOND STREET, ROCHESTER HILLS, MI. 48065  
 (248) 862-3100

DATE:	01/14/10	CHECKED BY:	CAA	DATE:	01/10	SCALE:	1"=300'
DRAWN:	JZB					SHEET:	2 OF 6
DESIGN:						JOB No:	17844.00
SECTION:	14 & 23		T.-1-N., R.-8-E.				

N:\1712600\17844.00\EASEMENTS\BUILDING\BUILDING EXHIBIT A OVERALL PARCEL SKETCH.DWG

**Exhibit "B"**  
**Storm Water Drainage Maintenance**  
**Easement Agreement**

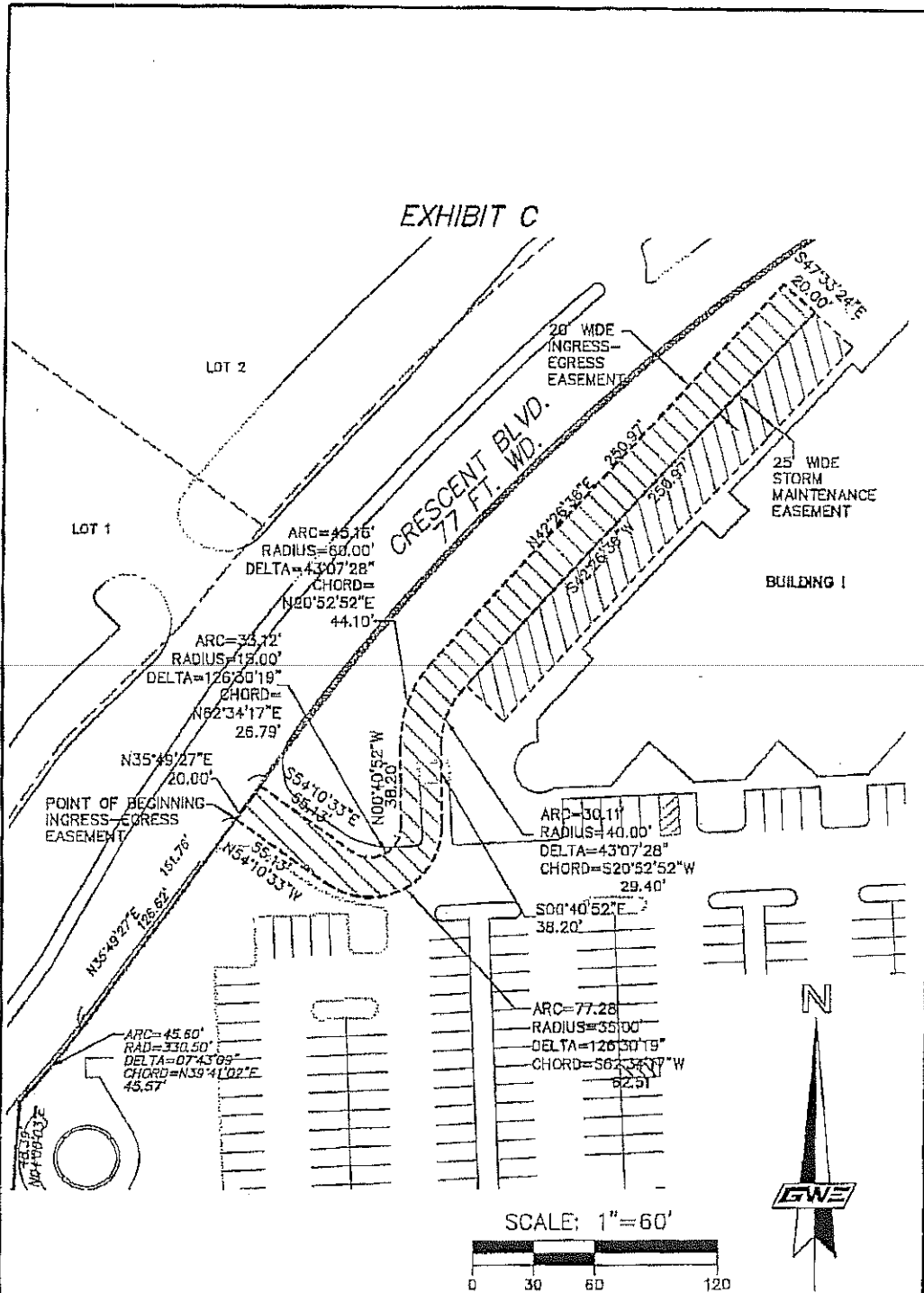
Building "I" Novi Town Center

**Maintenance Requirement:**

**Pervious Concrete: Vacuum and/or Power Wash Surface every six months. Cost: \$600/yr.**

**Control Structure: Visual Inspection every 12 months, clean interior of structure as required. Solids can be disposed of in a similar fashion as those materials collected from street sweeping operations and catch basin cleanouts. Cost: \$300/yr.**

EXHIBIT C



STORM DRAINAGE FACILITY MAINTENANCE EASEMENT  
20 FEET WIDE INGRESS-EGRESS 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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(248) 850-3100

DATE: 01/14/10	CHECKED BY: CAA	DATE: 01/10	SCALE: 1"=60'
DRAWN: JZB			SHEET: 3 OF 6
DESIGN:			JOB No: 17844.00
SECTION: 14	T.-1-N., R.-8-E.		

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**EXHIBIT C  
(CONTINUED)**

**LEGAL DESCRIPTION  
20 FEET WIDE INGRESS-EGRESS EASEMENT**

A 20 FEET WIDE INGRESS-EGRESS EASEMENT BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 14, TOWN 1 NORTH, RANGE B 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 28 MINUTES 51 SECONDS EAST, 5.00 FEET; AND (3) NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 177.73 FEET; THENCE NORTH 88 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 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 TWO (2) COURSES BEING ALONG SAID SOUTHERLY LINE (1) ALONG A CURVE TO THE LEFT 45.60 FEET SAID CURVE HAVING A RADIUS OF 330.60 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 48 MINUTES 27 SECONDS EAST, 128.62 FEET TO THE POINT OF BEGINNING OF A 25 FEET WIDE INGRESS-EGRESS EASEMENT; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 35 DEGREES 48 MINUTES 27 SECONDS EAST 20.00 FEET; THENCE SOUTH 54 DEGREES 10 MINUTES 33 SECONDS EAST, 55.13 FEET; THENCE ALONG A CURVE TO THE LEFT 33.12 FEET SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 126 DEGREES 30 MINUTES 19 SECONDS, AND A LONG CHORD BEARING NORTH 62 DEGREES 34 MINUTES 17 SECONDS EAST, 28.79 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 52 SECONDS WEST, 38.20 FEET; THENCE ALONG A CURVE TO THE RIGHT 45.16 FEET SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 43 DEGREES 07 MINUTES 28 SECONDS, AND A LONG CHORD BEARING NORTH 20 DEGREES 52 MINUTES 52 SECONDS EAST, 44.10 FEET; THENCE NORTH 42 DEGREES 26 MINUTES 36 SECONDS EAST, 250.97 FEET; THENCE SOUTH 47 DEGREES 33 MINUTES 24 SECONDS EAST, 20.00 FEET; THENCE SOUTH 42 DEGREES 26 MINUTES 36 SECONDS WEST, 250.97 FEET; THENCE ALONG A CURVE TO THE LEFT 30.11 FEET SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 43 DEGREES 07 MINUTES 28 SECONDS, AND A LONG CHORD BEARING SOUTH 20 DEGREES 52 MINUTES 52 SECONDS WEST, 29.40 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 52 SECONDS EAST, 38.20 FEET; THENCE ALONG A CURVE TO THE RIGHT 77.28 FEET SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 126 DEGREES 30 MINUTES 19 SECONDS, AND A LONG CHORD BEARING SOUTH 62 DEGREES 34 MINUTES 17 SECONDS WEST, 62.51 FEET; THENCE NORTH 54 DEGREES 10 MINUTES 33 SECONDS WEST, 55.13 FEET TO THE POINT OF BEGINNING.

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

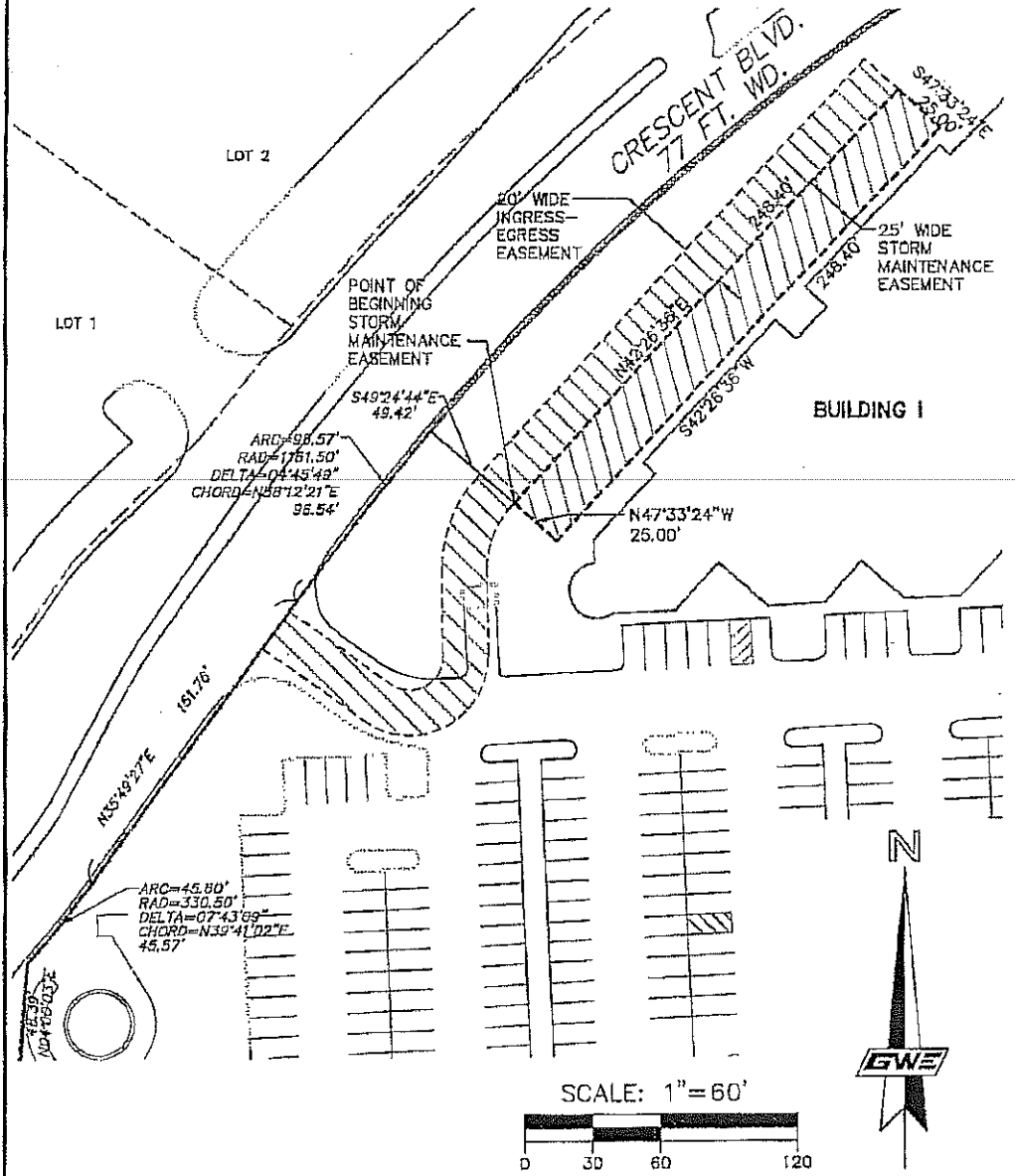
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2871 BOND STREET, ROCHESTER HILLS, MI. 48063  
(248) 852-3100

DATE: 01/14/10	CHECKED BY: CAA	DATE: 01/10	SCALE: N/A
DRAWN: JZB			SHEET: 4 OF 6
DESIGN:			
SECTION: 14	T.-1-N., R.-8-E.		JOB No: 17821.10

NA1717821.10 (EASEMENT) BUILDING 1 EXHIBIT C INGRESS-EGRESS EASEMENT.DWG

EXHIBIT D



NOTE: PLEASE SEE SHEET 1 FOR COMMENCEMENT CALLS.

**STORM DRAINAGE FACILITY MAINTENANCE EASEMENT  
25 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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(248) 852-3100

DATE: 01/14/10	CHECKED BY: CAA	DATE: 01/10	SCALE: 1"=60'
DRAWN: JZB			SHEET: 5 OF 6
DESIGN:			JOB No: 17844.10
SECTION: 14	T-1-N., R-8-E.		

N:\1717800\17844.00\EASEMENTS\BUILDING I\B BUILDING I EXHIBIT D STORM MAINTENANCE EASEMENT.DWG

**EXHIBIT D  
(CONTINUED)**

**LEGAL DESCRIPTION  
25 FEET WIDE STORM MAINTENANCE EASEMENT**

A 25 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, 259.99 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 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 THREE (3) 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 96.57 FEET, SAID CURVE HAVING A RADIUS OF 1161.50 FEET, A CENTRAL ANGLE OF 04 DEGREES 45 MINUTES 49 SECONDS, AND A LONG CHORD BEARING NORTH 38 DEGREES 12 MINUTES 21 SECONDS EAST, 96.54 FEET; THENCE SOUTH 49 DEGREES 24 MINUTES 44 SECONDS EAST, 49.42 FEET TO THE POINT OF BEGINNING OF A 25 FEET WIDE STORM MAINTENANCE EASEMENT; THENCE NORTH 42 DEGREES 26 MINUTES 36 SECONDS EAST, 248.40 FEET; THENCE SOUTH 47 DEGREES 33 MINUTES 24 SECONDS EAST, 25.00 FEET; THENCE SOUTH 42 DEGREES 26 MINUTES 36 SECONDS WEST, 248.40 FEET; THENCE NORTH 47 DEGREES 33 MINUTES 24 SECONDS WEST 25.00 FEET TO THE POINT OF BEGINNING.

**STORM DRAINAGE FACILITY MAINTENANCE EASEMENT  
25 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: 01/14/10	CHECKED BY: CAA	DATE: 01/10	SCALE: N/A
DRAWN: JZD			SHEET: 6 OF 6
DESIGN:			
SECTION: 14	T-1-N., R-8-E.		JOB No: 17844.10

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