



CITY of NOVI CITY COUNCIL

**Agenda Item B
February 6, 2012**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Mile, LLC, for the USA2Go development located at 47300 Citygate Drive, east of Beck Road and north of Grand River Avenue (parcel 22-16-176-035).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Novi Mile, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the USA2Go site development, located at 47300 Citygate Drive. The site is located on the east side of Beck Road, just north of Grand River Avenue, 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.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Kudla's January 18, 2012 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Mile, LLC, for the USA2Go development located at 47300 Citygate Drive, east of Beck Road and north of Grand River Avenue (parcel 22-16-176-035).

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

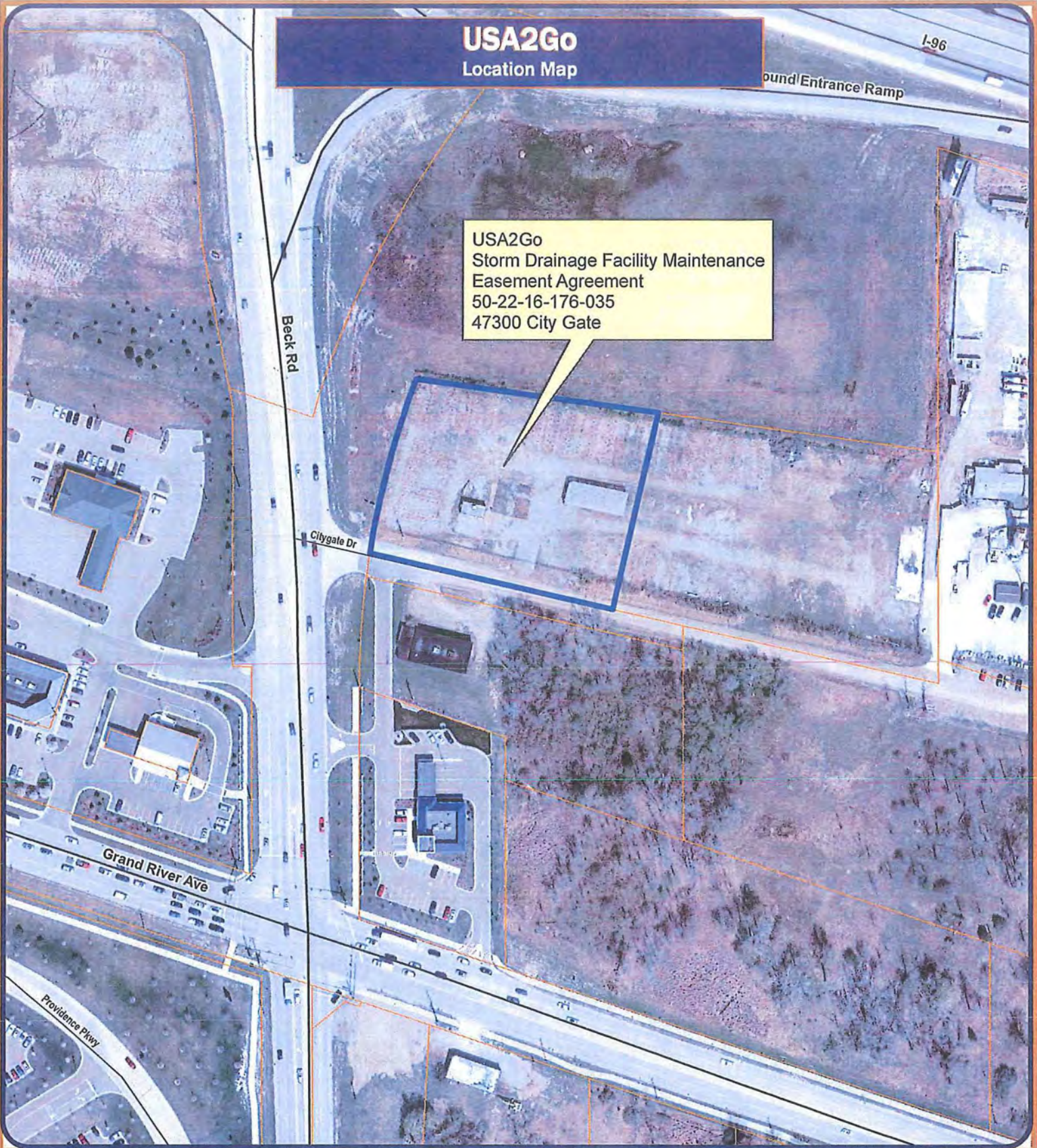
	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

USA2Go

Location Map

I-96
 Pound Entrance Ramp

USA2Go
 Storm Drainage Facility Maintenance
 Easement Agreement
 50-22-16-176-035
 47300 City Gate



Map Author: Aaron J. Staup
 Date: January 19, 2012
 Project: USA2Go
 Version #: 1

Storm Drainage Facility Maintenance Easement Agreement

MAP INTERPRETATION NOTICE

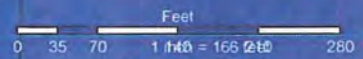
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

- Road Classification
 - Major Streets
 - Minor Streets
- Novi Tax Parcel BSA
- Novi 2010 Aerial Photograph RGB
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- City of Novi Boundary



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



January 18, 2012

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretswardle.com

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

Elizabeth K. Saarela
Direct: 248-539-2846
bsaarela@secretswardle.com

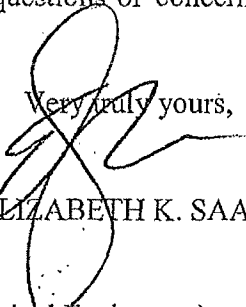
**Re: USA2Go SP10-11
Storm Drainage Facility Maintenance Easement Agreement
Our File No. 660182.NOVI**

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 USA2Go Property. The Agreement has been executed by the adjacent property owner with respect to the detention basin located on the property to the east. 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/ Original 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)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
David Beschke, Landscape Architect (w/Enclosures)
Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Sheryl K. Silberstein, Esq. (w/Enclosures)
Burt S. Kassab, Esq. (w/Enclosures)
Tom Gizoni, Alpine Engineering (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 6 day of December, 2011, by and between Novi Mile, L.L.C., a Michigan limited liability company, whose address is 46100 Grand River Avenue, Novi, MI 48374 (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 Retail development on the Property (the "Retail Development").

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 (also described as "Storm Water and Surface Drainage Easement") 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.

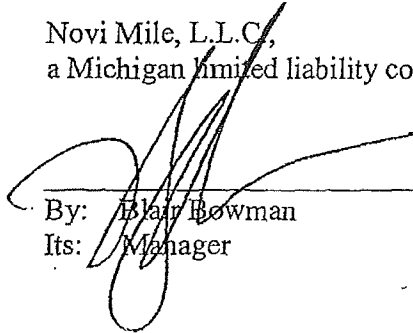
This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

[SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE]

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

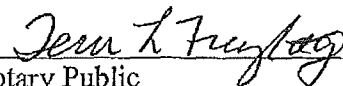
OWNER

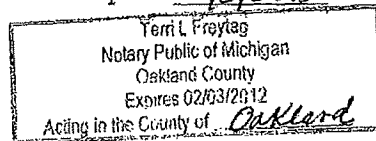
Novi Mile, L.L.C.,
a Michigan limited liability company


By: Blair Bowman
Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 6th day of December, 2011, by Blair Bowman, the Manager of Novi Mile, L.L.C., a Michigan limited liability company, on behalf of the company.


Notary Public
Oakland County, Michigan
My Commission Expires: 2/3/2013



[SIGNATURE AND ACKNOWLEDGMENT OF THE CITY ON NOVI ON NEXT PAGE]

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 _____ 20__, 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

602691v1

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the foregoing Storm Drainage Facility Maintenance Easement Agreement, dated December 6, 2011, whereby Novi Mile, L.L.C., a Michigan limited liability company, grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

20th IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the day of December, 2011.

Huron Valley State Bank,
a Michigan corporation

By: [Signature]
Steven P. Peacock
Its: Senior Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 20th day of December, 2011, by Steven P. Peacock, the Senior Vice President of Huron Valley State Bank, a Michigan corporation.

[Signature]
Notary Public
Oakland County, MI
My commission expires: 1-7-2015


 STEPHANIE A. RUSSELL
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 07, 2015
Acting in the County of Oakland

EXHIBIT A

22-16-176-028

PARCEL 1 DESCRIPTION:
 COMMENCING AT THE NORTHWEST
 CORNER OF SECTION 16, TOWN 1
 NORTH, RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN; THENCE
 S00°36'00"W 958.60 FEET ALONG THE
 WEST LINE OF SAID SECTION 16;
 THENCE S81°26'45"E 451.12 FEET TO
 THE POINT OF BEGINNING; THENCE
 CONTINUING S81°26'45"E 365.50 FEET;
 THENCE S00°32'16"W 297.06 FEET;
 THENCE N76°39'57"W 337.54 FEET;
 THENCE N76°22'00"W 93.83 FEET;
 THENCE N13°38'00"E 258.74 FEET TO
 THE POINT OF BEGINNING, CONTAINING
 2.52 ACRES OF LAND, MORE OR LESS,
 BEING PART OF THE NORTHWEST 1/4
 OF SAID SECTION 16 AND BEING
 SUBJECT TO EASEMENTS AND
 RESTRICTIONS OF RECORD.

PARCEL 1
 2.52 ACRES
 22-16-176-036

PARCEL A
 22-16-176-031

**I-96 EXPRESSWAY
 RIGHT OF WAY**

PARCEL 2
 1.81 ACRES
 22-16-176-035

22-16-176-033

L= 231.40'
 R= 1096.28'
 CENTRAL ANGLE=12°5'40"
 CHORD= N15°43'58"E
 230.97'

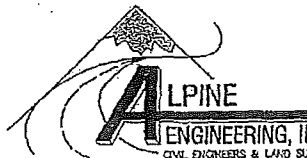
NW CORNER
 SECTION 16 958.60'
 S00°36'00"W
 T.1N., R.8E.
 CITY OF NOVI

WEST LINE OF SECTION 16

1676.73'
 S00°36'00"W

WEST 1/4
 CORNER
 SECTION 16
 T.1N., R.8E.
 CITY OF NOVI.

**BECK ROAD
 (VARIABLE WIDTH)**



ALPINE
 ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 46892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT: NOVI MILE, LLC/USA 2 GO		DATE: 9/27/10	
DRAWN BY: JPP		CHECKED BY: JIF	
PARCEL 1		0 50 100	
USA 2 GO GAS-MART AND PUBLIC ROAD		FBK: 212 1 08-278	
SECTION: 16	TOWNSHIP: 1N	RANGE: 8E	
CITY OF NOVI		SCALE HOR 1"=100 FT.	
OAKLAND COUNTY		VER 1"= -- FT.	
MICHIGAN			

REV. 11/30/2011

EXHIBIT B

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Outflow Control Structures	Detention Basin	Schedule
Inspect for sediment accumulation	X	X	X	X	X	X	Weekly
Removal of sediment accumulation	X	X		X	X	X	As needed & prior to turnover
Inspect for floatables and debris		X	X	X	X	X	Quarterly
Cleaning of floatables and debris		X	X	X	X	X	Quarterly & at turnover
Inspection for erosion				X		X	Weekly
Re-establish permanent vegetation on eroded slopes				X		X	As needed & prior to turnover
Replacement of stone					X	X	As needed
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer.	X			X	X	X	As needed & at turnover
Make adjustments of replacements as determined by wet weather inspection	X			X	X	X	As needed
Street Sweeping							As needed

PERMANENT MAINTENANCE TASKS AND SCHEDULE

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Outflow Control Structures	Detention Basin	Schedule
Inspect for sediment accumulation	X	X	X	X	X	X	Annually
Removal of sediment accumulation	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	Annually
Re-establish permanent vegetation on eroded slopes				X		X	As needed
Replacement of stone							As needed
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer.	X			X	X	X	Annually
Make adjustments of replacements as determined by wet weather inspection	X			X	X	X	As needed

Annual inspection for sediment accumulation	\$100
Removal of sediment every 2 years as needed	\$500
Inspect for floatables and debris annually and as needed	\$100
Removal of floatables and debris annually and as needed	\$150
Inspect system for erosion annually and as needed	\$100
Re-establish permanent vegetation on eroded slopes as needed	\$350
Total annual budget	\$1,300

NOTE:
THE OWNER AND/OR ASSOCIATION SHALL MAINTAIN A LOG OF ALL INSPECTION AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.



CLIENT: NOVI MILE, LLC/USA 2 GO	DATE: 9/27/10
STORM WATER MAINTENANCE EXHIBIT	DRAWN BY: JPP
USA 2 GO GAS-MART AND PUBLIC ROAD	CHECKED BY: TG
SECTION: 16 TOWNSHIP: 1N RANGE: 8E	0 --- ---
CITY OF NOVI	FBK: 212
OAKLAND COUNTY	1
MICHIGAN	CH: BAJ
	SCALE HOR 1" = -- FT. VER 1" = -- FT.

OB-27B

EXHIBIT C

22-16-176-028

S00°32'16"W 297.06'
266.30'

30.76'

PARCEL 1
2.52 ACRES
22-16-176-036

PARCEL A
22-16-176-031

VARIABLE WIDTH
CUL-DE-SAC
ACCESS EASEMENT

I-96 EXPRESSWAY
RIGHT OF WAY

PARCEL 2
1.81 ACRES
22-16-176-035

22-16-176-033

L= 231.40'
R= 1096.28'
CENTRAL ANGLE=12°5'40"
CHORD= N15°43'58"E
230.97'

NW CORNER
SECTION 16
T.1N., R.8E.
CITY OF NOVI

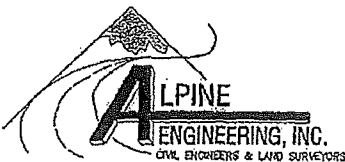
958.60'
S06°36'00"W

WEST LINE OF SECTION 16

1676.75'
S00°36'00"W

WEST 1/4
CORNER
SECTION 16
T.1N., R.8E.
CITY OF NOVI

BECK ROAD
(VARIABLE WIDTH)



46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

REV. 11/30/2011

CLIENT: NOVI MILE, LLC/USA 2 GO	DATE: 9/27/10
CUL-DE-SAC ACCESS EASEMENT	DRAWN BY: JPP
USA 2 GO GAS-MART AND PUBLIC ROAD SECTION: 16 TOWNSHIP: 1N RANGE: 8E CITY OF NOVI OAKLAND COUNTY MICHIGAN	CHECKED BY: JIF
	0 50 100
	FBK: 212
	CHP: BAJ
	SCALE HOR 1"=100 FT. VER 1"=5 FT.

08-27B

LINE TABLE		
LINE	BEARING	LENGTH
L1	S13°38'00"W	228.74'
L2	S76°22'00"E	65.26'
L3	N76°41'18"W	91.59'
L4	N76°22'00"W	100.78'
L5	N13°38'00"E	60.00'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD
C1	79.24'	70.00'	64°51'19"	N71°12'21"E 75.07'
C2	298.78'	70.00'	244°33'22"	S18°56'38"E 118.37'

PARCEL 1 DESCRIPTION:
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 451.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S81°26'45"E 365.50 FEET; THENCE S00°32'16"W 297.06 FEET; THENCE N76°39'57"W 337.54 FEET; THENCE N13°38'00"E 258.74 FEET TO THE POINT OF BEGINNING, CONTAINING 2.52 ACRES OF LAND, MORE OR LESS, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL NUMBER 22-16-176-031 DESCRIPTION:
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 816.62 FEET; THENCE S00°32'16"W 266.30 FEET TO THE POINT OF BEGINNING; THENCE S71°23'16"E 211.16 FEET; THENCE N00°32'46"E 653.42 FEET; THENCE S71°22'16"E 324.97 FEET; THENCE S00°33'47"W 999.70 FEET; THENCE N70°50'10"W 885.11 FEET; THENCE N00°36'00"E 274.02 FEET; THENCE S76°39'57"E 337.54 FEET; THENCE N00°32'16"E 30.76 FEET TO THE POINT OF BEGINNING, CONTAINING 10.86 ACRES OF LAND, MORE OR LESS, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL NUMBER 22-16-176-D32 DESCRIPTION:
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 135.84 FEET; THENCE 231.40 FEET ALONG THE ARC OF A 1096.28 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 12°5'40", CHORD BEARING S15°43'58"W 230.97 FEET TO THE POINT OF BEGINNING; THENCE S76°22'00"E 416.34 FEET; THENCE S00°36'00"W 30.79 FEET; THENCE N76°22'00"W 420.80 FEET; THENCE 30.10 FEET ALONG THE ARC OF A 1096.28 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N08°53'57"E 30.10 FEET TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES OF LAND, MORE OR LESS, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

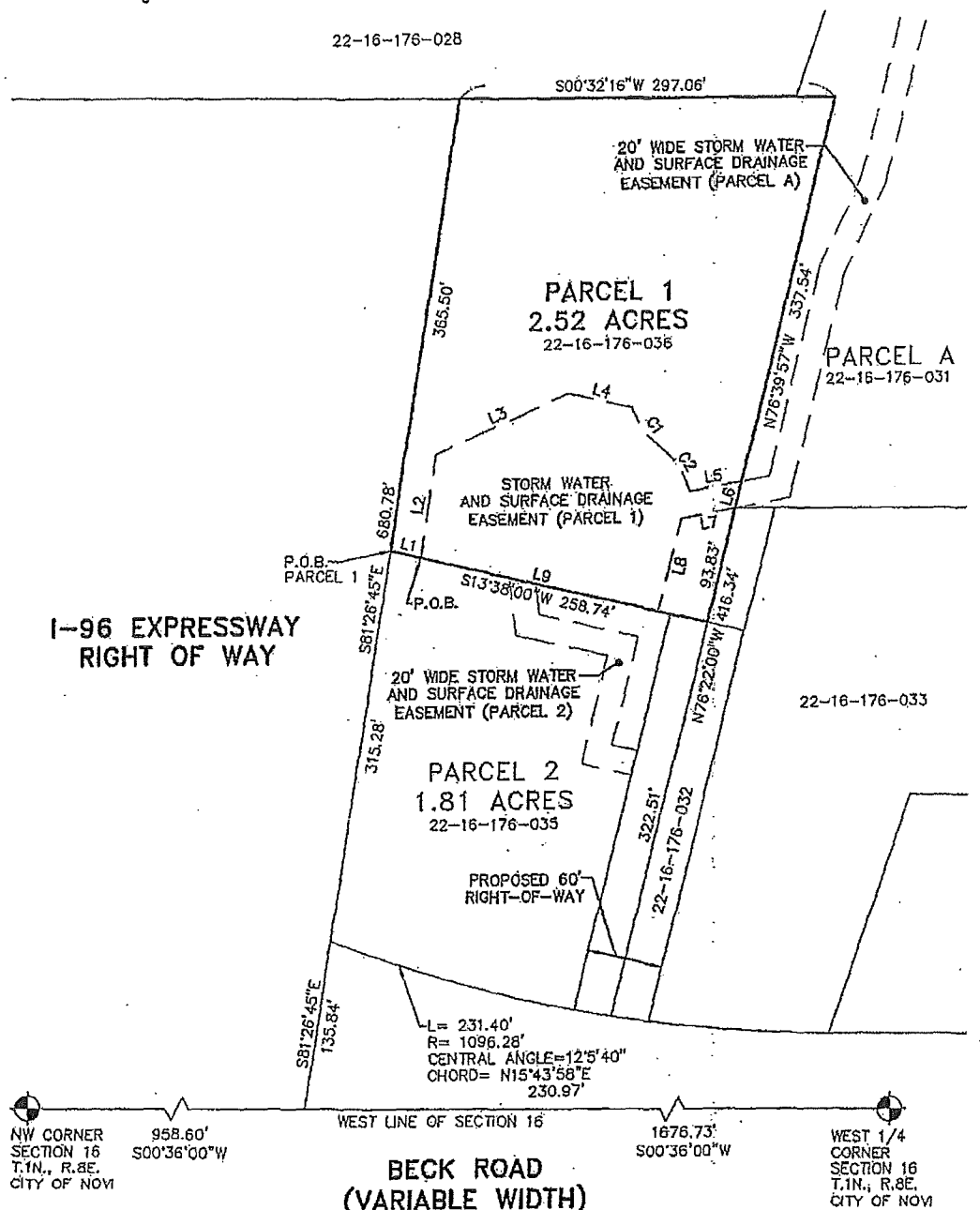
VARIABLE WIDTH CUL-DE-SAC ACCESS EASEMENT:
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 451.12 FEET; THENCE S13°38'00"W 228.74 FEET TO THE POINT OF BEGINNING; THENCE S76°22'00"E 65.26 FEET; THENCE 79.24 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 64°51'19", CHORD BEARING N71°12'21"E 75.07 FEET; THENCE 298.78 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 244°33'22", CHORD BEARING S18°56'38"E 118.37 FEET; THENCE N76°41'18"W 91.59 FEET; THENCE N76°22'00"W 100.78; THENCE N13°38'00"E 60.00 FEET TO THE POINT OF BEGINNING, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16.



CLIENT:		DATE: 9/27/10	
NOVI MILE, LLC/USA 2 GO		DRAWN BY: JPP	
CUL-DE-SAC ACCESS EASEMENT		CHECKED BY: JIF	
USA 2 GO GAS-MART AND PUBLIC ROAD		0	
SECTION: 16	TOWNSHIP: 1N	RANGE: 8E	FBK: 212
CITY OF NOVI		2/2	
OAKLAND COUNTY		CHP: BAJ	
MICHIGAN		08-278	
		SCALE HOR 1" = -- FT.	
		VER 1" = -- FT.	

REV. 11/30/2011

EXHIBIT D



NW CORNER SECTION 16 T.1N., R.8E. CITY OF NOVI
958.60'
S00°36'00"W

1676.73'
S00°36'00"W

WEST 1/4 CORNER SECTION 16 T.1N., R.8E. CITY OF NOVI

ALPINE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: NOVI MILE, LLC/USA 2 GO	
STORM WATER & SURFACE DRAINAGE EASEMENT	
USA 2 GO GAS-MART AND PUBLIC ROAD	
SECTION: 16	TOWNSHIP: 1N RANGE: 8E
CITY OF NOVI OAKLAND COUNTY MICHIGAN	

REV. 11/30/2011

DATE:	9/27/10
DRAWN BY:	JFP
CHECKED BY:	JFP
FBK: 212	1/2
CHP: BAJ	
SCALE:	HOR 1"=100 FT. VER 1"=-- FT.

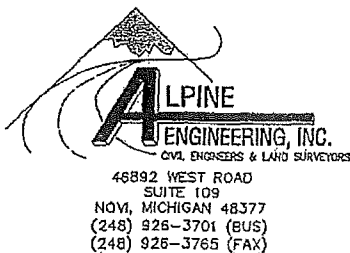
0 50 100

08-278

CURVE TABLE				
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD
C1	38.62'	70.00'	31°36'39"	S54°35'01"W 38.13'
C2	44.31'	70.00'	36°16'04"	S56°54'43"W 43.57'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S13°38'00"W	24.48'
L2	S81°26'45"E	83.32'
L3	S24°23'48"E	114.64'
L4	S13°38'00"W	52.28'
L5	S10°04'10"E	41.96'
L6	N76°39'57"W	21.79'
L7	N10°04'10"W	43.69'
L8	N76°22'00"W	76.27'
L9	N13°38'00"E	194.26'

STORM WATER AND SURFACE DRAINAGE EASEMENT (PARCEL 1): COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 451.12 FEET; THENCE S13°38'00"W 24.48 FEET TO THE POINT OF BEGINNING; THENCE S81°26'45"E 83.32 FEET; THENCE S24°23'48"E 114.64 FEET; THENCE S13°38'00"W 52.28 FEET; THENCE 38.62 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 31°36'39", CHORD BEARING S54°35'01"W 38.13 FEET; THENCE 44.31 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 36°16'04", CHORD BEARING S56°54'43"W 43.57 FEET; THENCE S10°04'10"E 41.96 FEET; THENCE N76°39'57"W 21.79 FEET; THENCE N10°04'10"W 43.69 FEET; THENCE N76°22'00"W 76.27 FEET; THENCE N13°38'00"E 194.26 FEET TO THE POINT OF BEGINNING, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16.



CLIENT:		REV. 11/30/2011	
NOVI MILE, LLC/USA 2 GO		DATE:	9/27/10
STORM WATER & SURFACE DRAINAGE EASEMENT		DRAWN BY:	JPP
USA 2 GO GAS-MART AND PUBLIC ROAD		CHECKED BY:	JIF
SECTION: 16 TOWNSHIP: 1N RANGE: 8E		0 ---	
CITY OF NOVI		FBK: 212	2/2
OAKLAND COUNTY		CHK: BAJ	
MICHIGAN		SCALE HOR 1" = -- FT. VER 1" = -- FT.	