




CITY of NOVI CITY COUNCIL

**Agenda Item G
January 6, 2014**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Toll MI II Limited Partnership for the Island Lake of Novi Phase 7A-7C project located east of Wixom Road, west of Dinser Drive, north of 10 Mile Road in the southwest corner of section 20.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{R14} *BTC*

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer for Island Lake of Novi Phases 7A, 7B, and 7C, Toll MI II Limited Partnership, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new residential development located north of Ten Mile Road and east of Wixom Road, as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner (Homeowner's Association) 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 two detention basins and is providing an access easement to the basins. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site sewer system.

The enclosed agreement has been favorably reviewed by City staff and the City Attorney (Beth Saarela's December 17, 2013 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Toll MI II Limited Partnership for the Island Lake of Novi Phase 7A-7C project located east of Wixom Road, west of Dinser Drive, north of 10 Mile Road in the southwest corner of section 20.

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

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

ISLAND LAKE OF NOVI - PHASES 7A-7C

Location Map



Map Author: Matt Preisz
Date: December 20, 2013
Project: Island Lake - Phase 7A-7C
Version #: 1

Location Map
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.



City of Novi

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



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

December 17, 2013

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

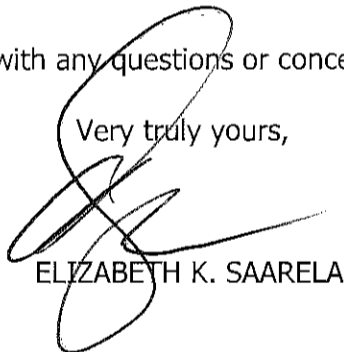
Re: **The Reserve of Island Lake**
Storm Drainage Facility Maintenance Easement Agreement

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 Reserve of Island Lake. The Agreement is in the City's standard format and has been executed by the property owner, Toll MI II Limited Partnership. 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/ 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)

Rob Hayes, Public Services Director
December 17, 2013
Page 2

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
David Beschke, Landscape Architect (w/Enclosures)
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Mike Noles, Toll Brothers (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this ___ day of _____, 2013, by and between **TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 29665 William K Drive, Suite B, New Hudson, Michigan 48165 (the "Owner" and "Developer"), **THE RESERVE OF ISLAND LAKE ASSOCIATION**, a Michigan non-profit corporation, whose address is 29665 William K Drive, Suite B, New Hudson, Michigan 48165 (the "Condominium Association"), **ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION**, a Michigan non-profit corporation, whose address is 29665 William K Drive, Suite B, New Hudson, Michigan 48165 (the "Community Association"), and the **CITY OF NOVI**, a municipal corporation, and its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (the "City"). The Condominium Association and the Community Association, together, are referred to herein as the "Associations", and each are an "Association".

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 19 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"); said land comprising Phases 7A through 7C of the Island Lake of Novi Residential Unit Development. Owner has received final site plan approval for construction of a 74 unit condominium development on the Property to be known as "The Reserve of Island Lake."

B. The Reserve of Island Lake 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, and the Associations after transition of control hereby covenant and agree that the Owner, and/or Association 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 and/or the Association 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 and/or the Association 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 and/or the Association 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 and/or the Condominium Association or Community Association (whichever Association has failed to perform its maintenance obligations) 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 pro rata as to each Unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner or the appropriate Association, and, in such event, the Owner and/or the appropriate Association 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.

The Owner, as the Developer of The Reserve of Island Lake, shall be responsible for the maintenance, repair, and replacement of the storm drainage, detention and/or retention facilities and the related improvements and structures at its cost and expense as part of the improvements required for the operation and development of the condominium; provided that each of the Associations shall automatically assume their respective obligations with respect to the maintenance, repair and replacement of the facilities upon the turnover of control of the Association by the Owner to (i) the non-developer owners of units in the Condominium pursuant to the Condominium Act, with respect to the Condominium Association, and (ii) to the non-

developer owners of condominium units within the Island Lake of Novi Community pursuant to the Island Lake of Novi Community Association Declaration of Covenants and Restrictions, as amended, with respect to the Community Association. (The Owner and the appropriate Association shall both have the right to include the costs and expenses of maintaining, repairing and replacing the Off-Site Detention Pond and related improvements and structures in the administrative expenses of the appropriate Association, which are in turn to be defrayed by assessments charged to the units in the Condominium and/or the units in the Island Lake of Novi Community, as appropriate.) The Owner shall be relieved of any and all responsibility with respect to the maintenance, repair and replacement of the storm drainage, detention and/or retention facilities and related improvements and facilities upon the assumption of those responsibilities by the Association pursuant to this paragraph.

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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties have executed this Agreement as of the date and year first above set forth.

“Owner” and “Developer”

TOLL MI II LIMITED PARTNERSHIP, a
Michigan limited partnership

By: Toll MI GP Corp., a Michigan
corporation General Partner

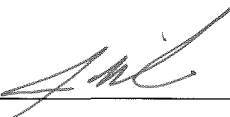
By: _____

Michael Noles

Its: Vice President

“Community Association”

**ISLAND LAKE OF NOVI COMMUNITY
ASSOCIATION**, a Michigan non-profit
corporation

By: _____

Jason Minock

Its: President

“Condominium Association”

THE RESERVE OF ISLAND LAKE ASSOCIATION, a Michigan non-profit corporation

By: _____

Jeff Brainard

Its: Authorized Signatory

[Signatures continued on next page.]

“City”

CITY OF NOVI, a municipal corporation

By: _____

Bob Gatt

Its: Mayor

-and-

By: _____

Maryanne Cornelius

Its: City Clerk

“City”

CITY OF NOVI, a municipal corporation

By: _____

Robert J. Gatt

Its: Mayor

-and-

By: _____

Maryanne Cornelius

Its: City Clerk

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Michael Noles, Vice President of Toll MI GP Corp., a Michigan corporation, the General Partner of Toll MI II Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

Notary Public, _____ County,
Michigan

My commission expires: _____

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

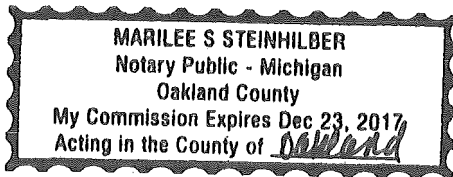
The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Jason Minock, as the President of Island Lake of Novi Community Association, a Michigan non-profit corporation, on behalf of the corporation.

Notary Public, _____ County,
Michigan

My commission expires: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16th day of December, 2013, by Michael Noles, Vice President of Toll MI GP Corp., a Michigan corporation, the General Partner of Toll MI II Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

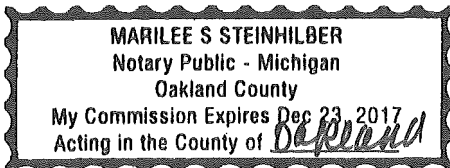


Marilee S Steinhilber

Notary Public, Oakland County,
Michigan
My commission expires: Dec. 23, 2017

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16th day of December, 2013, by Jason Minock, as the President of Island Lake of Novi Community Association, a Michigan non-profit corporation, on behalf of the corporation.

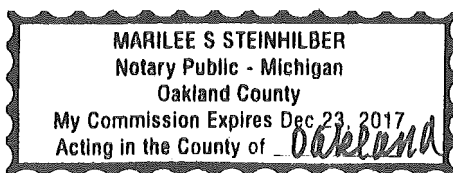


Marilee S Steinhilber

Notary Public, Oakland County,
Michigan
My commission expires: Dec. 23, 2017

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16th day of December, 2013, by Jeff Brainard, as the Authorized Signatory of The Reserve of Island Lake Association, a Michigan non-profit corporation, on behalf of the corporation.



Marilee S Steinhilber

Notary Public, Oakland County,
Michigan
My commission expires: Dec. 23, 2017

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Jeff Brainard, as the Authorized Signatory of The Reserve of Island Lake Association, a Michigan non-profit corporation, on behalf of the corporation.

Notary Public, _____ County,
Michigan
My commission expires: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Robert J. Gatt and Maryanne Cornelius, respectively the Mayor and City Clerk of the City of Novi, a municipal corporation, on behalf of the City.

Notary Public, _____ 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

EXHIBIT A

THE PROPERTY

Land situated in the City of Novi, County of Oakland, State of Michigan legally described as follows:

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01°42'13"W 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: (1) N01°42'13"W 1.68 FEET; (2) 74.16 FEET ALONG THE ARC OF A 607.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N01°47'47"E 74.11 FEET; (3) N05°17'47"E 273.33 FEET; (4) 84.67 FEET ALONG THE ARC OF A 693.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 84.61 FEET AND (5) N01°42'13"W 546.24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO. 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS; THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955.70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM; THENCE S02°34'33"E 471.53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD; THENCE N86°56'30"E 323.41 FEET; THENCE S02°34'33"E 1151.04 FEET ALONG SAID CENTERLINE OF DINSER ROAD; THENCE S86°33'46"W 1018.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE N01°42'13"W 657.15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20; THENCE S86°45'47"W 328.12 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 40.677 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

EXHIBIT B

SCHEDULE OF MAINTENANCE

[see attached]

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 or replacements as determined by wet weather inspection	X			X	X	X	As needed
Street Sweeping							As needed

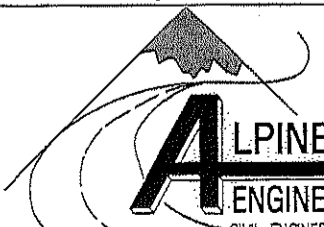
PERMANENT MAINTENANCE TASKS AND SCHEDULE

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 or replacements as determined by wet weather inspection	X			X	X	X	As needed
Keep records of all inspections and maintenance activities						X	Annually
Keep records of all costs for inspections, maintenance, and repairs						X	Annually

Maintenance Plan Budget	YR 1	YR 2	YR 3
Annual inspection for sediment accumulation	\$100	\$100	\$100
Removal of sediment every 2 years as needed	\$1250	\$1250	\$1250
Inspect for floatables and debris annually and as needed	\$100	\$100	\$100
Removal of floatables and debris annually and as needed	\$750	\$750	\$750
Inspect system for erosion annually and as needed	\$100	\$100	\$100
Re-establish permanent vegetation on eroded slopes as needed	\$500	\$500	\$500
Total annual budget	\$2,800	\$2,800	\$2,800

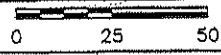
NOTE:

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.



ALPINE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT: TOLL BROTHERS INC.	DATE: 6-21-2013
EXHIBIT B	DRAWN BY: TG
	CHECKED BY: GM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	 0 25 50
	FBK: --- CHF: ---
	1
	SCALE HOR 1" = 50 FT. VER 1" = --- FT.

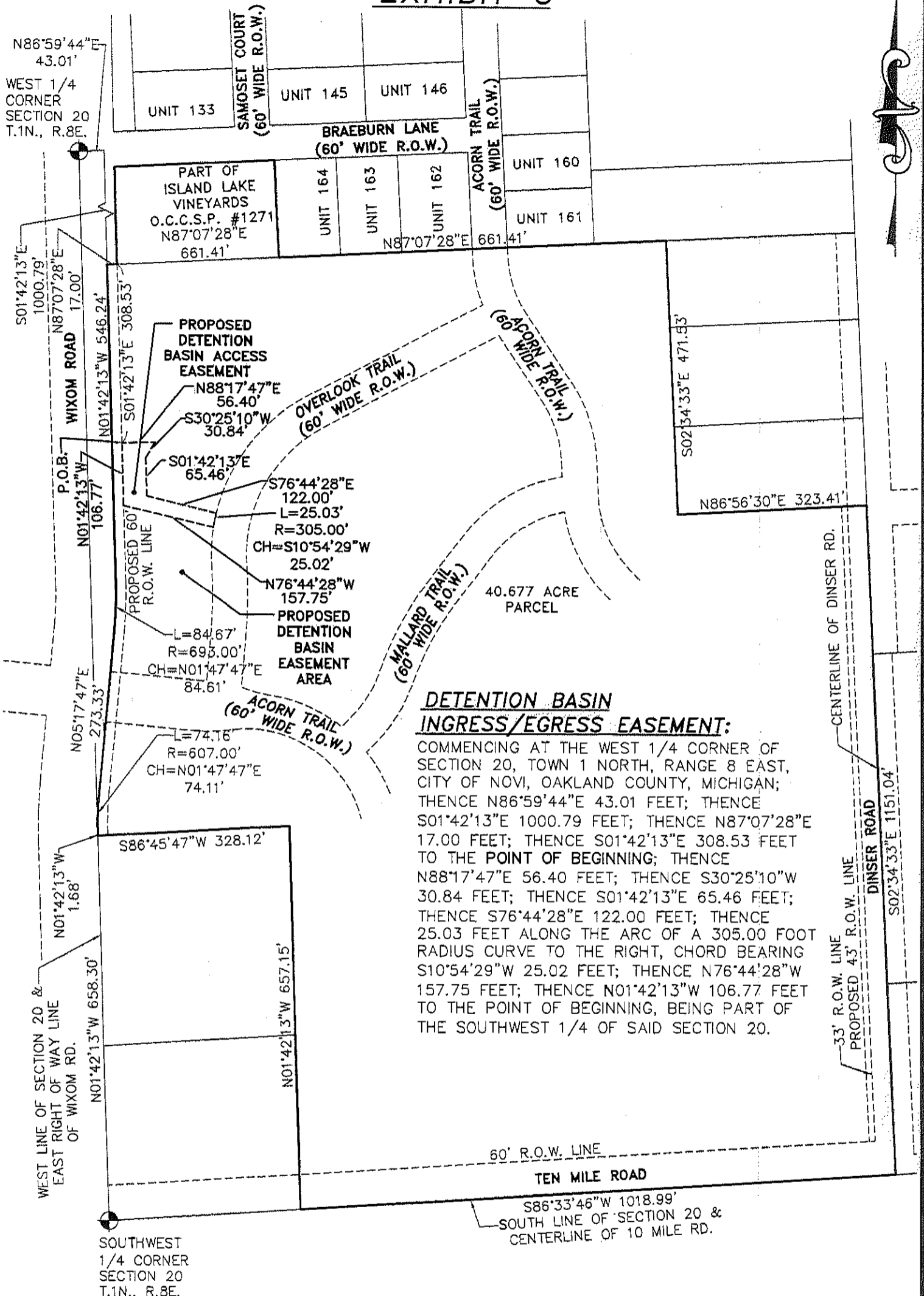
12-362

EXHIBIT C

INGRESS/EGRESS EASEMENT AREA

[see attached]

EXHIBIT C



DETECTION BASIN INGRESS/EGRESS EASEMENT:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N86°59'44"E 43.01 FEET; THENCE S01°42'13"E 1000.79 FEET; THENCE N87°07'28"E 17.00 FEET; THENCE S01°42'13"E 308.53 FEET TO THE POINT OF BEGINNING; THENCE N88°17'47"E 56.40 FEET; THENCE S30°25'10"W 30.84 FEET; THENCE S01°42'13"E 65.46 FEET; THENCE S76°44'28"E 122.00 FEET; THENCE 25.03 FEET ALONG THE ARC OF A 305.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S10°54'29"W 25.02 FEET; THENCE N76°44'28"W 157.75 FEET; THENCE N01°42'13"W 106.77 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST 1/4 OF SAID SECTION 20.

SOUTHWEST 1/4 CORNER SECTION 20 T.1N., R.8E.

ALPINE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

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

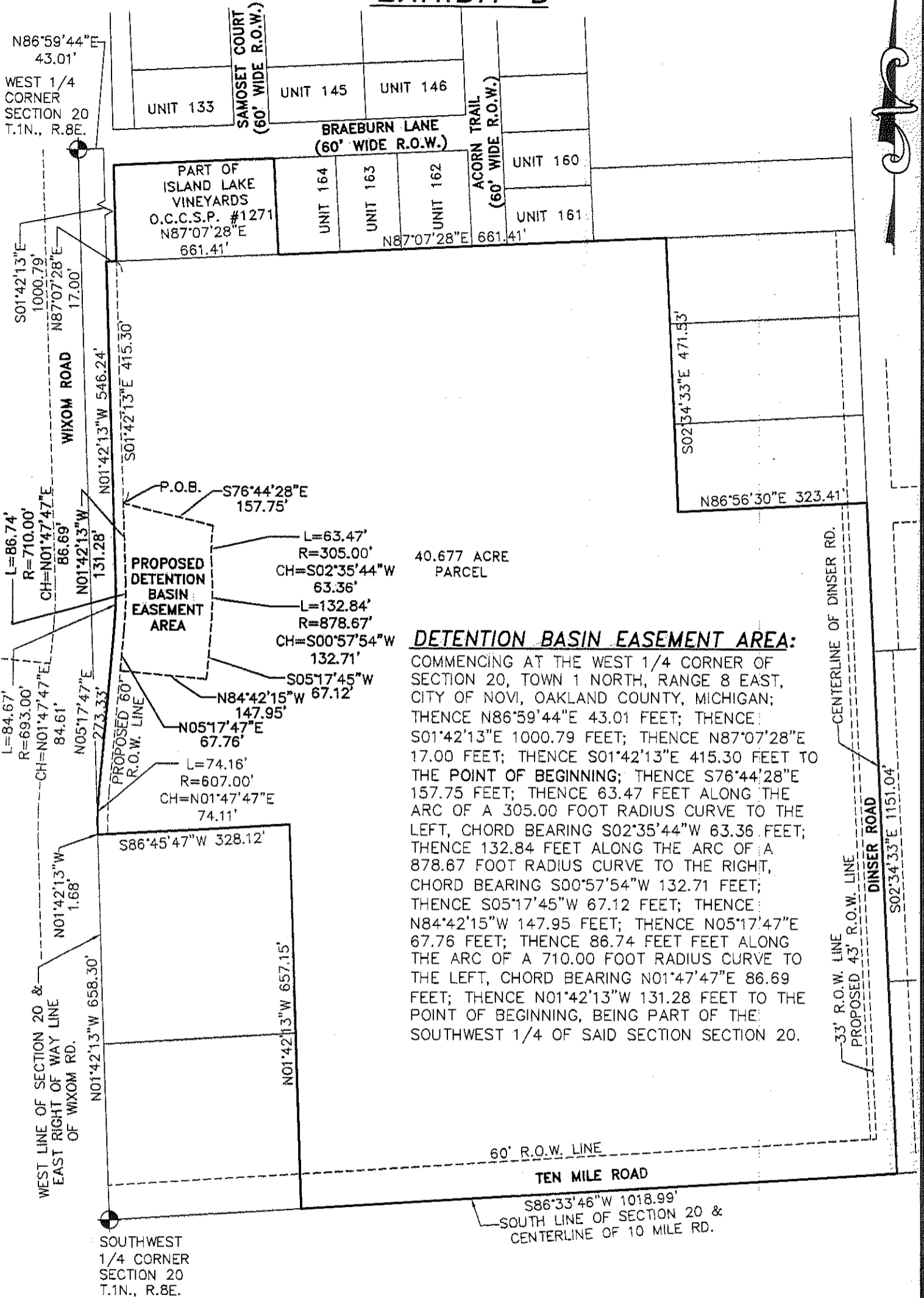
CLIENT:	TOLL BROTHERS INC.	DATE:	6-21-2013
EXHIBIT C		DRAWN BY:	TG
		CHECKED BY:	GM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN			
		FBK: ---	1
		CHF: ---	12-362
		SCALE HOR 1"=200 FT. VER 1"=--- FT.	

Exhibit D

DETENTION/SEDIMENTATION BASIN EASEMENT AREA

[see attached]

EXHIBIT D



40.677 ACRE
PARCEL

DETENTION BASIN EASEMENT AREA:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N86°59'44"E 43.01 FEET; THENCE S01°42'13"E 1000.79 FEET; THENCE N87°07'28"E 17.00 FEET; THENCE S01°42'13"E 415.30 FEET TO THE POINT OF BEGINNING; THENCE S76°44'28"E 157.75 FEET; THENCE 63.47 FEET ALONG THE ARC OF A 305.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S02°35'44"W 63.36 FEET; THENCE 132.84 FEET ALONG THE ARC OF A 878.67 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S00°57'54"W 132.71 FEET; THENCE S05°17'45"W 67.12 FEET; THENCE N84°42'15"W 147.95 FEET; THENCE N05°17'47"E 67.76 FEET; THENCE 74.16 FEET ALONG THE ARC OF A 607.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 86.69 FEET; THENCE N01°42'13"W 131.28 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST 1/4 OF SAID SECTION SECTION 20.

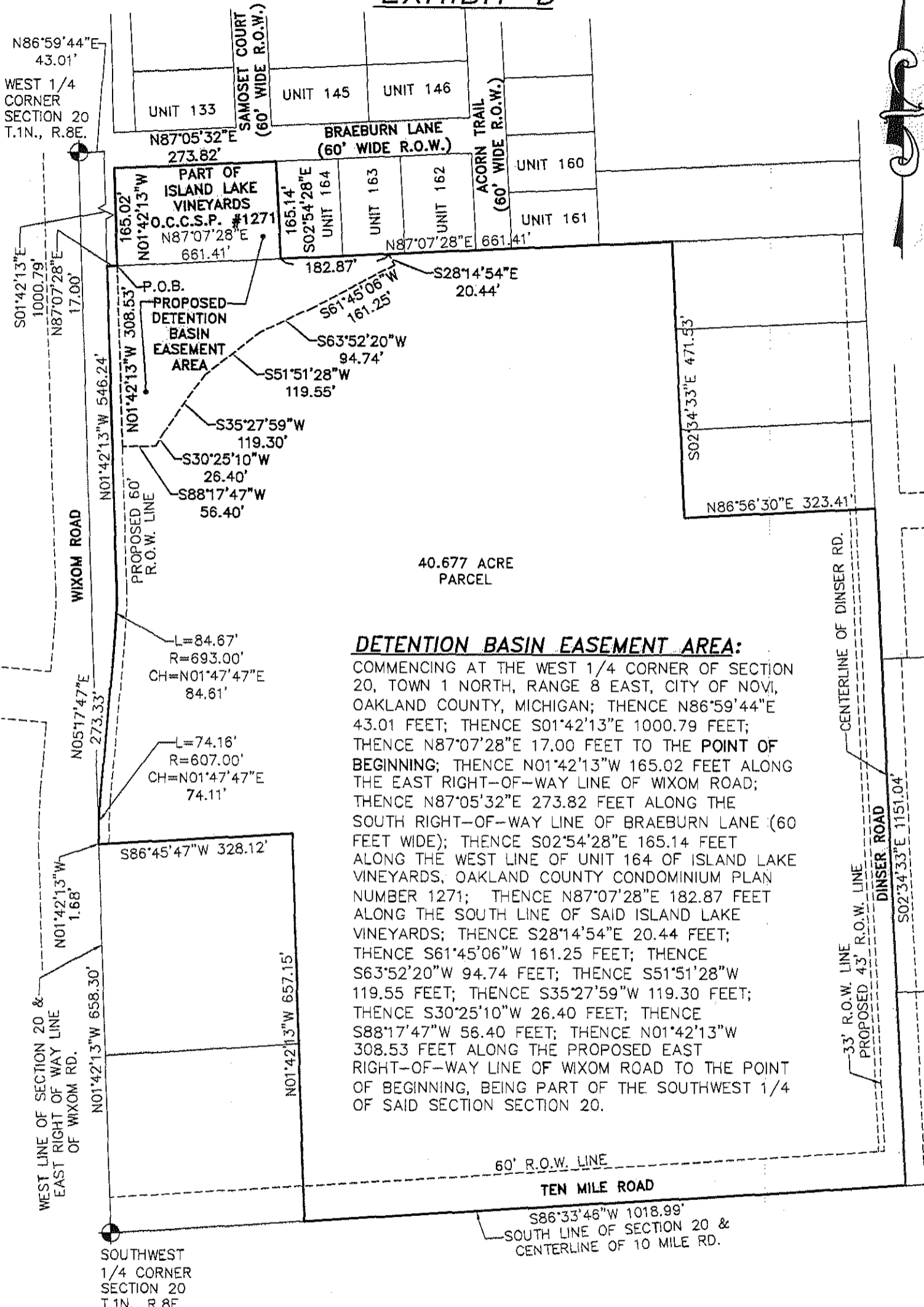
SOUTHWEST
1/4 CORNER
SECTION 20
T.1N., R.8E.

ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	TOLL BROTHERS INC.	DATE:	6-21-2013
EXHIBIT D		DRAWN BY:	TG
		CHECKED BY:	GM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN			
		FBK: ---	1
		CH: ---	12-362
		SCALE HOR 1"=200 FT. VER 1"= -- FT.	

EXHIBIT D



ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	TOLL BROTHERS INC.	DATE:	6-21-2013
EXHIBIT D		DRAWN BY:	TG
		CHECKED BY:	GM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		0 100 200	
		FBK: ---	1
		CHF: ---	12-362
SCALE HOR 1"=200FT. VER 1"=--- FT.			