



# CITY of NOVI CITY COUNCIL

**Agenda Item K**  
**December 7, 2015**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from MI13 Novi LLC, for the Eberspaecher Parking Lot Expansion located south of Grand River Avenue and west of Novi Road (parcel 22-22-276-012).

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

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The developer for Eberspaecher, MI13 Novi LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the parking lot expansion located south of Grand River Avenue and west of Novi Road, 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, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from MI13 Novi LLC, for the Eberspaecher Parking Lot Expansion located south of Grand River Avenue and west of Novi Road (parcel 22-22-276-012).

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

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



# Eberspaecher

Location Map

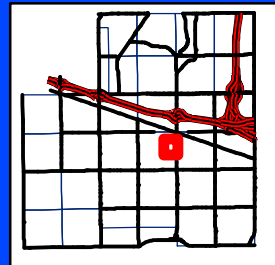


Map Author: A. Wayne  
Date: November 24, 2015  
Project:  
Version #:

Amended By:  
Date:  
Department:

#### MAP INTERPRETATION NOTICE

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



## City of Novi

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

Feet  
0 50 100 200 300

1 inch = 250 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

November 19, 2015

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

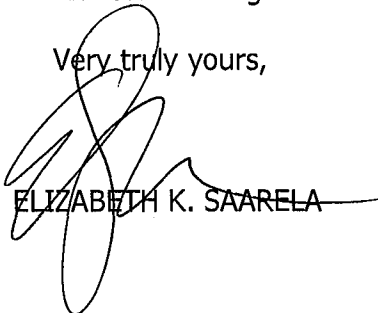
**Re: *Eberspaecher North America Parking Lot Rehabilitation JSP 13-0060*  
Storm Drainage Facility Maintenance Easement Agreement**

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 Eberspaecher North America Parking Lot Rehabilitation. 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)

Rob Hayes, Public Services Director  
November 19, 2015  
Page 2

Kristin Pace, Treasurer's Office (w/Enclosures)  
Adam Wayne, Construction Engineer (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Brittany Allen, Spalding DeDecker (w/Enclosures)  
Chris Coleman, Eberspaecher North America (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

THIS STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between MI13 Novi LLC, a Delaware limited liability company, whose address is 1521 Westbranch Drive, Suite 100, McLean, VA 22102 (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 parking lot expansion and rehabilitation development on the Property.
- B. The parking lot expansion and rehabilitation 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, 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. 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 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 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 Storm Drainage 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 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 Owner, and, in such event, 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.

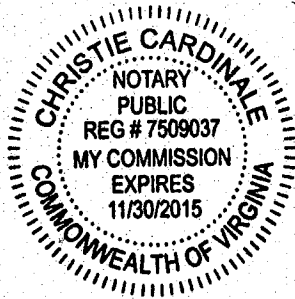
MI13 Novi LLC, a  
Delaware limited liability company

By:  \_\_\_\_\_

Its: Treasurer \_\_\_\_\_

STATE OF VIRGINIA )  
 ) ss.  
COUNTY OF FAIRFAX )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of SEPTEMBER, 2015  
by DANIELLE JONES, as the TREASURER of ML13 NOVI LLC.



[Signature]  
Notary Public  
Acting in FAIRFAX  
My Commission Expires: 11/30/2015

CITY OF NOVI  
A Municipal Corporation

By:  
Its:

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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

<b>Drafted by:</b> Elizabeth K. Saarela, Esquire Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	<b>And when recorded return to:</b> Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375
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CONSENT AND JOINDER

The undersigned, U.S. Bank National Association, as Trustee for the Registered Holders of COMM 2014-UBS2 Mortgage Trust, Commercial Mortgage Pass-Through Certificates ("Lender"), by and through Berkadia Commercial Mortgage LLC, a Delaware limited liability company, as subservicer for KeyBank National Association, a national banking association, as master servicer for Lender, hereby consents to and joins in the execution of the foregoing grant of that certain Storm Drainage Facility Maintenance Easement Agreement between MI13 Novi LLC, a Delaware limited liability company ("Borrower"), and the City of Novi, a Michigan municipal corporation ("Easement Agreement"), by virtue of its rights and interests set forth in that certain Mortgage, dated as of December 27, 2013 ("Security Instrument"), and agrees to the granting of the aforesaid Easement Agreement.

This \_\_ day of \_\_\_\_\_, 2015

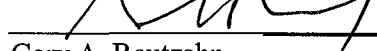
Signed, sealed and delivered in the presence of:

U.S. Bank National Association, as Trustee for the Registered Holders of COMM 2014-UBS2 Mortgage Trust, Commercial Mortgage Pass-Through Certificates

By: KeyBank National Association, a national banking association, its Master Servicer

By: Berkadia Commercial Mortgage LLC, a Delaware limited liability company, its Subservicer

Witness:

By:   
Name: Gary A. Routzahn  
Authorized Representative


  
Kim Robinson

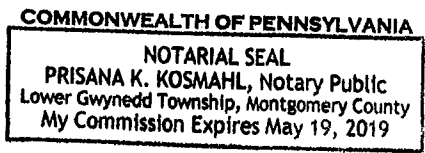
ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss  
COUNTY OF MONTGOMERY )

On the 25<sup>th</sup> day of September 2015, before me, a Notary Public in and for the said Commonwealth, personally appeared Gary A. Routzahn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as an Authorized Representative, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal.

  
Notary Public





# Exhibit A

## PARCEL DESCRIPTION

### LEGAL DESCRIPTION - PARCEL

(PER LEHNER ASSOCIATES, INC. ALTA SURVEY DATED 02-05-07)  
NFE HAS NOT PERFORMED A BOUNDARY SURVEY TO CONFIRM THIS LEGAL DESCRIPTION.

#### PARCEL 1:

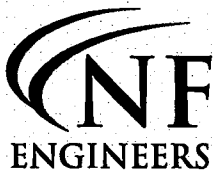
A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N89°14'52"W, 667.05 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 22 TO THE POINT OF BEGINNING. PROCEEDING ALONG THE EAST AND WEST 1/4 LINE SECTION 22, N89°14'52"W, 674.23 FEET; THENCE N00°37'45"W, 438.61 FEET TO A POINT ON THE EAST LINE OF NOVI HEIGHTS SUBDIVISION NO.3; THENCE ALONG THE EAST LINE OF NOVI HEIGHTS SUBDIVISION NO.3, N00°12'00"E, 136.35 FEET; THENCE N89°58'56"E, 570.64 FEET TO A POINT OF THE WEST RIGHT-OF-WAY LINE OF GENMAR DRIVE; THENCE ALONG THE WEST AND SOUTH LINE OF GENMAR DRIVE THE FOLLOWING TWO (2) COURSES: (1) S00°03'04"E, 82.00 FEET AND (2) 155.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 77.00 FEET, CENTRAL ANGLE OF 116°02'56". THE LONG CHORD BEARS S58°04'32"E, 130.63 FEET; THENCE S00°23'56"W, 433.26 FEET TO THE POINT OF BEGINNING.

#### TOGETHER WITH

#### PARCEL 1-A:

AN EASEMENT FOR THE CONSTRUCTION, ALTERATION, MAINTENANCE, AND USE OF A RAILROAD SPUR, TWENTY (20) FEET IN WIDTH, TEN (10) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: A STRIP OF LAND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N00°23'56"E, 593.76 FEET ALONG THE EAST LINE OF SECTION 22; THENCE S89°58'56"W, 685.50 FEET ALONG THE NORTH LINE OF GENMAR DRIVE 70 FEET WIDE TO THE POINT OF BEGINNING, PROCEEDING THENCE S00°23'56"W, 157.48 FEET TO THE POINT OF ENDING.

COMMONLY KNOWN AS: 43700 GENMAR, NOVI, MICHIGAN  
PARCEL IDENTIFICATION NO. 22-22-276-012



NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

PREPARED FOR:  
STAG II STERLING  
HEIGHTS, LLC  
99 HIGH STREET, 28TH FL.  
BOSTON, MA 02110

SCALE	DATE	DRAWN	JOB NO.	SHEET
NONE	05-01-14	PT	H441	1 of 6

## Exhibit B

### MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE - STORM DRAINAGE MAINTENANCE EASEMENT #1

MAINTENANCE PLAN BUDGET			
TASKS	ANNUAL FREQUENCY	COST PER OCCURENCE	ANNUAL COST
ANNUAL INSPECTION FOR SEDIMENT ACCUMULATION	2	\$100.00	\$200.00
REMOVAL OF SEDIMENT ACCUMULATION IN PRE-TREATMENT STRUCTURE	1	\$500.00	\$500.00
INSPECT FOR FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
REMOVAL OF FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$150.00	\$150.00
INSPECT SYSTEM FOR EROSION ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
<b>TOTAL ANNUAL BUDGET</b>			<b>\$1,150.00</b>

Note: Costs shown are estimated and are to be used for planning and budgeting purposes only. Actual costs will vary.

### MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE - STORM DRAINAGE MAINTENANCE EASEMENT #2

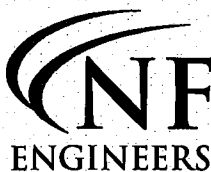
MAINTENANCE PLAN BUDGET			
TASKS	ANNUAL FREQUENCY	COST PER OCCURRENCE	ANNUAL COST
VACUUMPERVIOUS PAVEMENT	2	\$150.00	\$300.00
INSPECT UNDERDRAIN CONNECTION	2	\$50.00	\$100.00
<b>TOTAL ANNUAL BUDGET</b>			<b>\$400.00</b>

Note: Costs shown are estimated and are to be used for planning and budgeting purposes only. Actual costs will vary.

### MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE - STORM DRAINAGE MAINTENANCE EASEMENT #3

MAINTENANCE PLAN BUDGET			
TASKS	ANNUAL FREQUENCY	COST PER OCCURRENCE	ANNUAL COST
VACUUMPERVIOUS PAVEMENT	2	\$150.00	\$300.00
INSPECT UNDERDRAIN CONNECTION	2	\$50.00	\$100.00
<b>TOTAL ANNUAL BUDGET</b>			<b>\$400.00</b>

Note: Costs shown are estimated and are to be used for planning and budgeting purposes only. Actual costs will vary.



**NOWAK & FRAUS ENGINEERS**  
 46777 WOODWARD AVE.  
 PONTIAC, MI 48342-5032  
 TEL. (248) 332-7931  
 FAX. (248) 332-8257

PREPARED FOR:  
 STAG II STERLING  
 HEIGHTS, LLC  
 99 HIGH STREET, 28TH FL.  
 BOSTON, MA 02110

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.

SCALE      DATE      DRAWN      JOB NO.      SHEET  
 1" = 125'      05-01-14      PT      H441      2 of 6

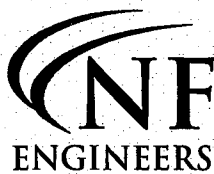
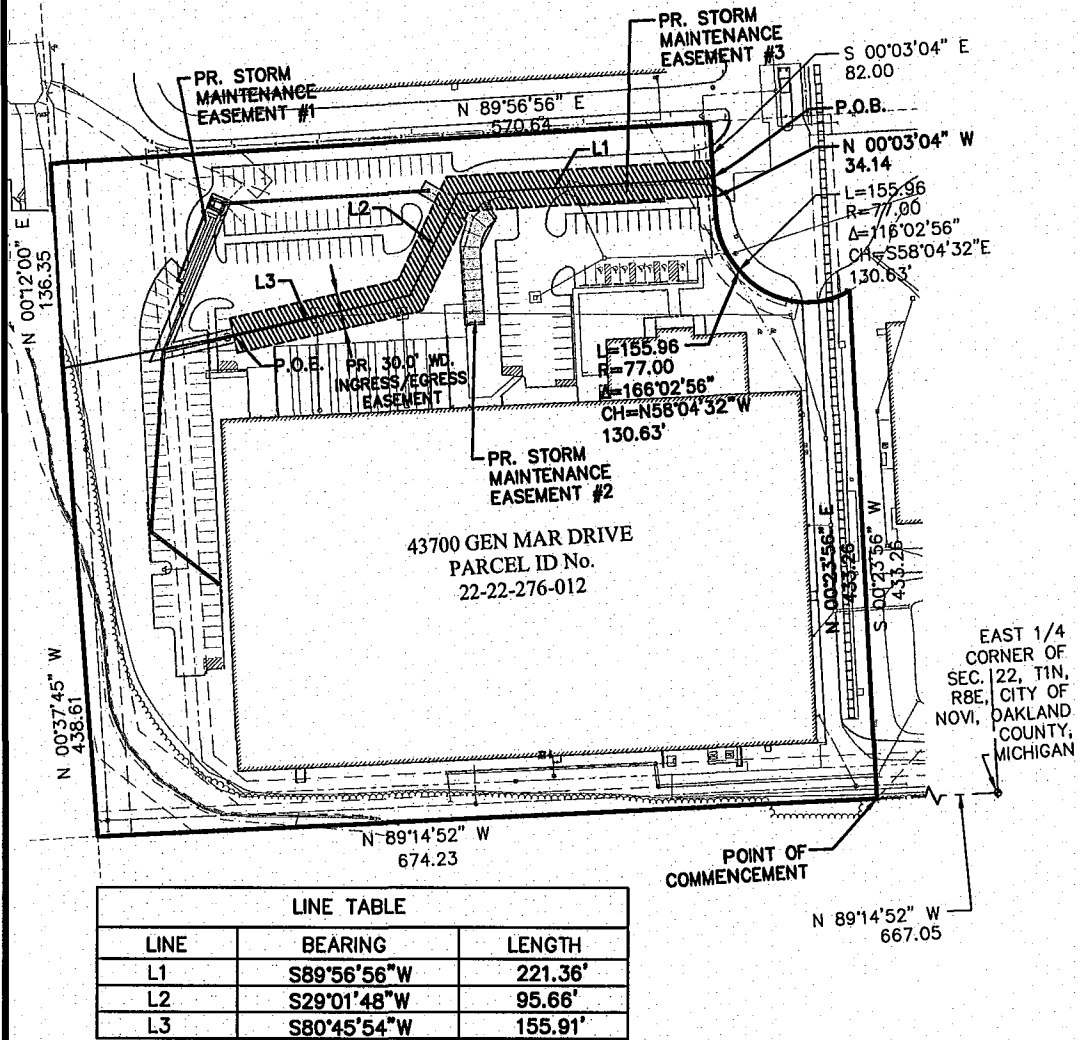
# Exhibit C

## STORM DRAINAGE MAINTENANCE INGRESS/EGRESS EASEMENT DESCRIPTION / DRAWING

### LEGAL DESCRIPTION - STORM DRAINAGE MAINTENANCE (INGRESS / EGRESS EASEMENT)

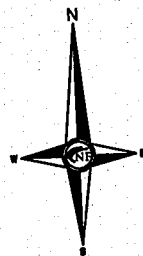
THE CENTERLINE OF A THIRTY (30.00) FOOT WIDE INGRESS/EGRESS EASEMENT FOR STORM DRAINAGE MAINTENANCE BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT SOUTHEAST CORNER OF OF PARCEL ID NO. 22-22-276-012 LOCATED IN SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, POINT BEING LOCATED N89°14'52"W, 667.05 FEET FROM THE EAST 1/4 CORNER OF SECTION 22; THENCE N00°23'56"E, 433.26 FEET; THENCE 155.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 77.00 FEET, CENTRAL ANGLE OF 116°02'56". THE LONG CHORD BEARS N58°04'32"W, 130.63 FEET, THENCE N00°03'04"W, 34.14 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE S89°56'56"W, 221.36 FEET; THENCE S29°01'48"W, 95.66 FEET; THENCE S80°45'54"W, 155.91 FEET TO THE POINT OF ENDING (P.O.E.)

SAID EASEMENT CONTAINS 14,187.66 SQUARE FEET, OR 0.3257 ACRES.

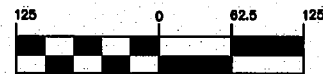


**NOWAK & FRAUS ENGINEERS**  
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PONTIAC, MI 48342-5032  
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PREPARED FOR:  
STAG II STERLING  
HEIGHTS, LLC  
99 HIGH STREET, 28TH FL.  
BOSTON, MA 02110



### GRAPHIC SCALE



( IN FEET )  
1 inch = 125 ft.

SCALE: 1" = 125'  
DATE: 05-01-14  
DRAWN: PT  
JOB NO.: H441  
SHEET: 3 of 6

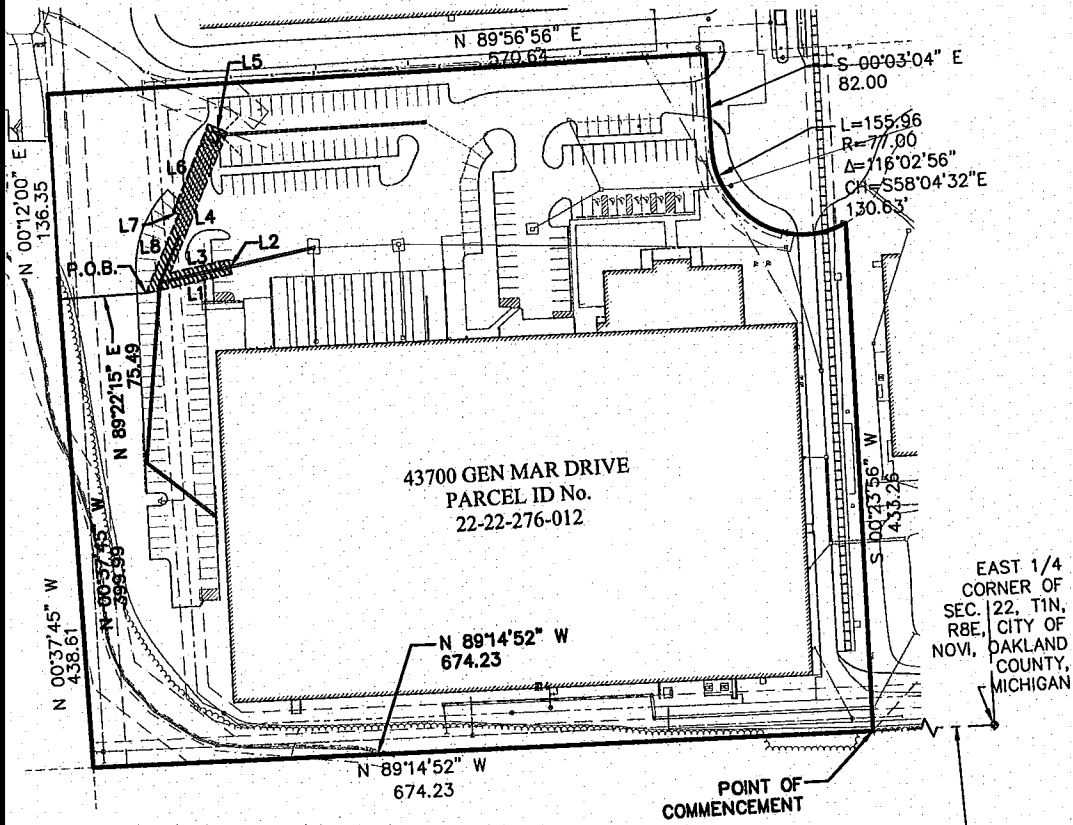
# Exhibit D

## STORM DRAINAGE MAINTENANCE EASEMENT #1 DESCRIPTION / DRAWING

### LEGAL DESCRIPTION - STORM DRAINAGE MAINTENANCE (EASEMENT #1)

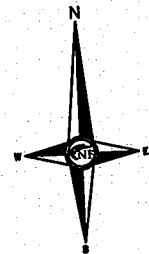
A STORM DRAINAGE MAINTENANCE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT SOUTHEAST CORNER OF OF PARCEL ID NO. 22-22-276-012 LOCATED IN SECTION 22, TOWN 1 NORTH, RANGE 6 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, POINT BEING LOCATED N89°14'52"W, 667.05 FEET FROM THE EAST 1/4 CORNER OF SECTION 22; THENCE N89°14'52"W, 674.23 FEET; THENCE N00°37'45"W, 399.99 FEET, THENCE N89°22'15"E, 75.49 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE N80°45'54"E, 75.52 FEET; THENCE N9°14'06"W, 12.00 FEET; THENCE S80°45'54"W, 52.32 FEET; THENCE N26°05'53"E, 130.09 FEET; THENCE N63°54'07"W, 17.44 FEET; THENCE S26°05'53"W, 80.75 FEET; THENCE S63°54'07"E, 5.44 FEET; THENCE S26°05'53"W, 72.55 FEET TO THE P.O.B.

SAID EASEMENT CONTAINS 2,905.56 SQUARE FEET, OR 0.0667 ACRES.

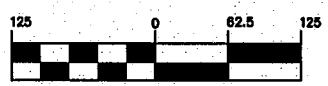


LINE TABLE		
LINE	BEARING	LENGTH
L1	N80°45'54"E	75.52'
L2	N9°14'06"W	12.00'
L3	S80°45'54"W	52.32'
L4	N26°05'53"E	130.09'
L5	N63°54'07"W	17.44'
L6	S26°05'53"W	80.75'
L7	S63°54'07"E	5.44'
L8	S26°05'53"W	72.55'

N 89°14'52" W  
667.05



GRAPHIC SCALE



( IN FEET )  
1 inch = 125 ft.



**NOWAK & FRAUS ENGINEERS**  
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PREPARED FOR:  
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SCALE: 1" = 125'  
DATE: 05-01-14  
DRAWN: PT  
JOB NO.: H441  
SHEET: 4 of 6



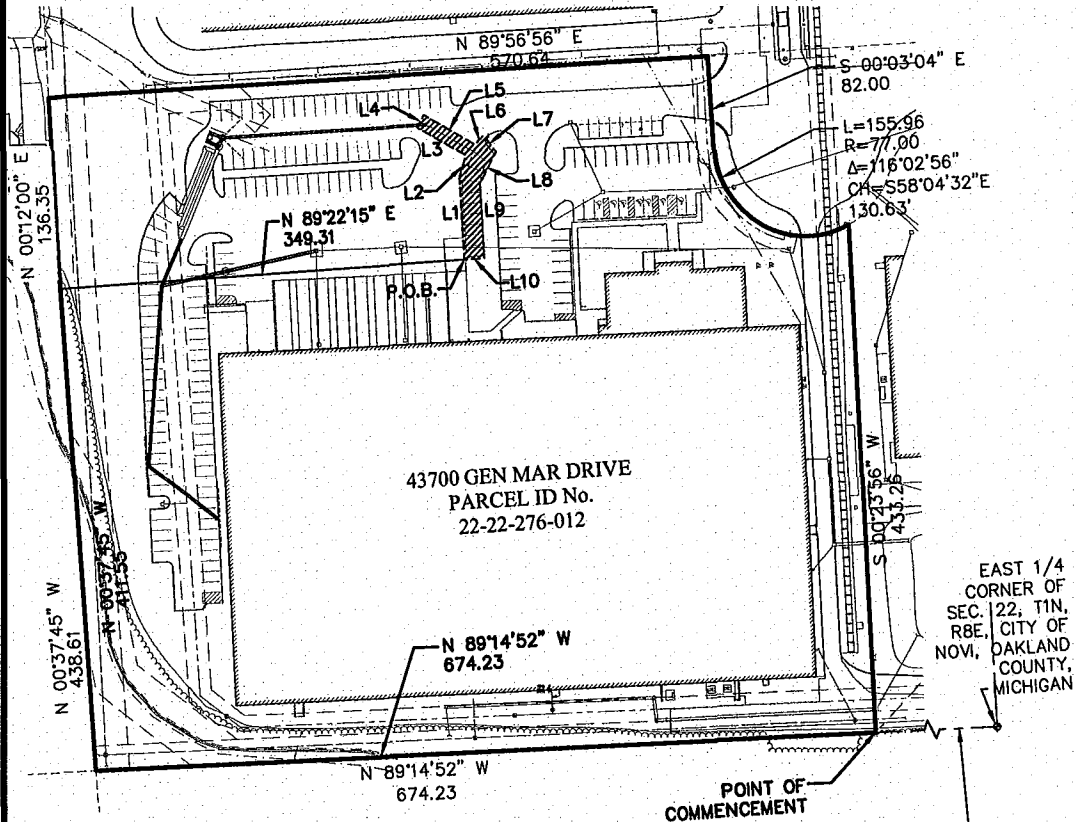
# Exhibit D

## STORM DRAINAGE MAINTENANCE EASEMENT #2 DESCRIPTION / DRAWING

### LEGAL DESCRIPTION - STORM DRAINAGE MAINTENANCE (EASEMENT #2)

A STORM DRAINAGE MAINTENANCE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT SOUTHEAST CORNER OF OF PARCEL ID NO. 22-22-276-012 LOCATED IN SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, POINT BEING LOCATED N89°14'52"W, 667.05 FEET FROM THE EAST 1/4 CORNER OF SECTION 22; THENCE N89°14'52"W, 674.23 FEET; THENCE N00°37'45"W, 411.55 FEET; THENCE N89°22'15"E, 349.31 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE N00°00'02"E, 70.25 FEET; THENCE N20°07'54"E, 19.59 FEET; THENCE N57°12'39"W, 47.87 FEET; THENCE N32°47'21"E, 12.00 FEET; THENCE S57°12'39"E, 50.83 FEET; THENCE N49°34'38"E, 11.13 FEET; THENCE S32°41'47"E, 16.86 FEET; THENCE S30°29'15"W, 31.17 FEET; THENCE S0°00'32"W, 63.30 FEET; THENCE N89°59'28"W, 17.49 FEET TO THE P.O.B.

SAID EASEMENT CONTAINS 2,488.88 SQUARE FEET, OR 0.5713 ACRES.



LINE TABLE

LINE	BEARING	LENGTH
L1	N00°00'02"E	70.25'
L2	N20°07'54"E	19.59'
L3	N57°12'39"W	47.87'
L4	N32°47'21"E	12.00'
L5	S57°12'39"E	50.83'
L6	N49°34'38"E	11.13'
L7	S32°41'47"E	16.86'
L8	S30°29'15"W	31.17'
L9	S0°00'32"W	63.30'
L10	N89°59'28"W	17.49'

N 89°14'52" W  
667.05

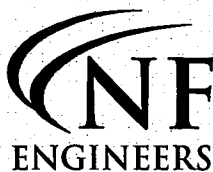


GRAPHIC SCALE



( IN FEET )

1 inch = 125 ft.



**NOWAK & FRAUS ENGINEERS**  
46777 WOODWARD AVE.  
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PREPARED FOR:  
STAG II STERLING  
HEIGHTS, LLC  
99 HIGH STREET, 28TH FL.  
BOSTON, MA 02110

SCALE  
1" = 125'

DATE  
05-01-14

DRAWN  
PT

JOB NO.  
H441

SHEET  
5 of 6

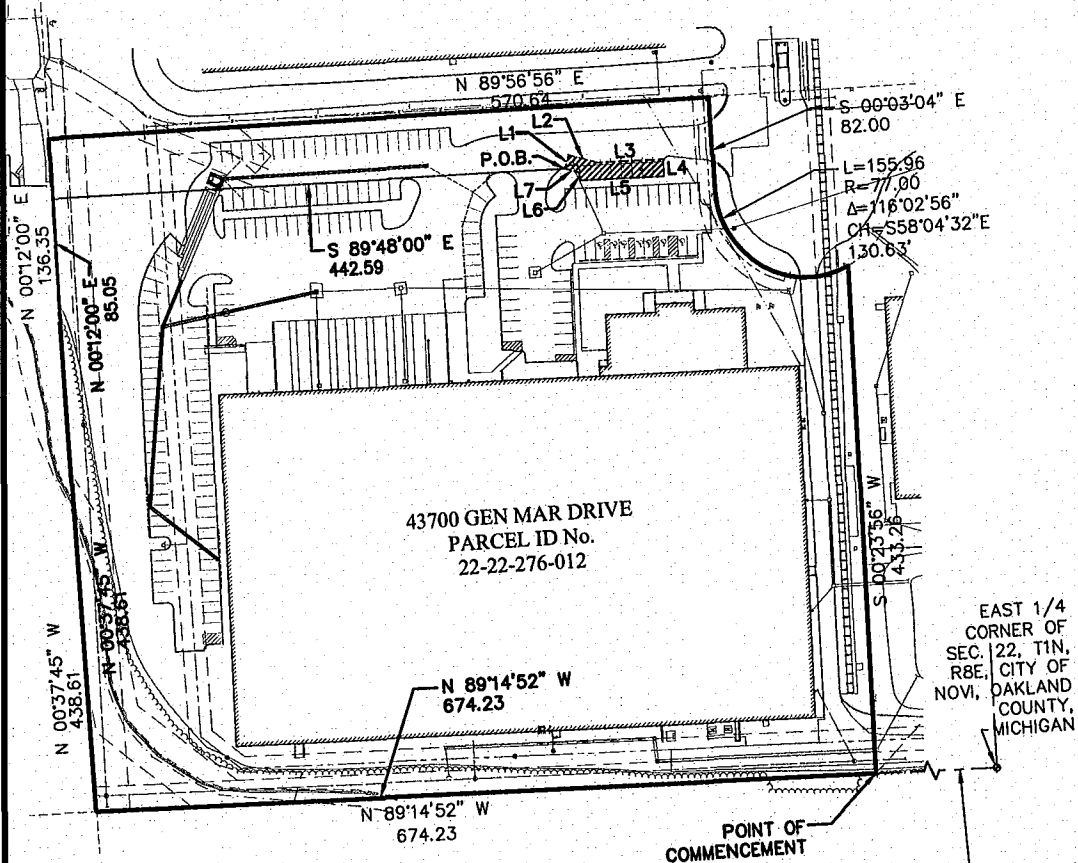
# Exhibit D

## STORM DRAINAGE MAINTENANCE EASEMENT #3 DESCRIPTION / DRAWING

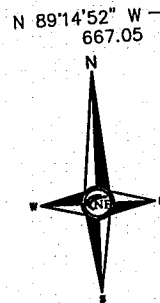
### LEGAL DESCRIPTION - STORM DRAINAGE MAINTENANCE (EASEMENT #3)

A STORM DRAINAGE MAINTENANCE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT SOUTHEAST CORNER OF OF PARCEL ID NO. 22-22-276-012 LOCATED IN SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, POINT BEING LOCATED N89°14'52"W, 667.05 FEET FROM THE EAST 1/4 CORNER OF SECTION 22; THENCE N89°14'52"W, 674.23 FEET; THENCE N00°37'45"W, 438.61 FEET; THENCE N00°12'00"E, 85.05 FEET; THENCE S89°48'00"E, 442.59 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE N17°48'40"E, 12.00 FEET; THENCE S72°11'20"E, 25.62 FEET; THENCE S89°23'42"E, 56.87 FEET; THENCE S1°53'46"W 14.29 FEET; THENCE N89°20'54"W 71.98 FEET; THENCE N9°30'29"W, 6.92 FEET; THENCE N72°11'20"W 11.91 FEET TO THE P.O.B.

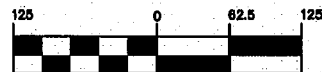
SAID EASEMENT CONTAINS 1,204.88 SQUARE FEET, OR 0.0277 ACRES.



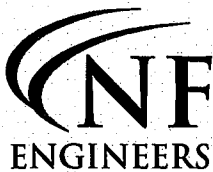
LINE TABLE		
LINE	BEARING	LENGTH
L1	N17°48'40"E	12.00'
L2	S72°11'20"E	25.62'
L3	S89°23'42"E	56.87'
L4	S1°53'46"W	14.29'
L5	N89°20'54"W	71.98'
L6	N9°30'29"W	6.92'
L7	N72°11'20"W	11.91'



### GRAPHIC SCALE



( IN FEET )  
1 inch = 125 ft.



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