

cityofnovi.org

# CITY of NOVI CITY COUNCIL

Agenda Item L  
November 10, 2008

**SUBJECT:** Approval of the Storm Drainage Facility Maintenance Easement Agreement for Normandy Hills Site Condominium located on Eight Mile Road west of Meadowbrook Road in Section 35.

**SUBMITTING DEPARTMENT:** Engineering *R7H*

**CITY MANAGER APPROVAL:** *jpwr for cap*

**BACKGROUND INFORMATION:**

SMJ Marketing, Inc. has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the Normandy Hills Condominium site located on Eight Mile Road west of Meadowbrook Road in Section 35. The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's October 20, 2007 letter, attached).

**RECOMMENDED ACTION:** Approval of the Storm Drainage Facility Maintenance Easement Agreement for Normandy Hills Site Condominium located on Eight Mile Road west of Meadowbrook Road in Section 35.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

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



# NORMANDY HILLS CONDOMINIUM STORM DRAINAGE FACILITY



**CITY OF NOVI**  
 ENGINEERING DEPARTMENT  
 4115 W. TEN MILE ROAD  
 NOVI, MI 48241-3024  
 (248) 762-2000  
 MAP APPROX. RISE HAYES, CITY ENGINEER



**MAP INFORMATION NOTICE**  
 The information shown on this map is for informational purposes only and is not intended to be used for any other purpose. This map was prepared to meet the needs of the City of Novi and is not intended to be used for any other purpose. The City of Novi is not responsible for any errors or omissions on this map. The City of Novi is not responsible for any damages or injuries resulting from the use of this map. The City of Novi is not responsible for any damages or injuries resulting from the use of this map.

October 20, 2007

31603 Northwestern Highway  
P.O. Box 31401  
Farmington Hills, MI 48333-3140  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretswardle.com

Elizabeth M. Kudla  
Direct: 248-539-2846  
lkudla@secretswardle.com

Rob Hayes, City Engineer  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375

**Re: Normandy Hills Condominium, SP05-03  
Acceptance of Utilities  
Our File No. 660090.NOV1**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find copies of the following documents regarding the Normandy Hills Condominium:

1. Water System Easement
2. Sanitary Sewer System Easement
3. Bill of Sale for sanitary sewer and water main facilities
4. Commitment for Title Insurance (September 26, 2007)
5. Maintenance and Guarantee Bond and corresponding Letter of Credit for sanitary sewer and water main facilities
6. Sanitary Sewer Pump Station Easement (recorded)
7. Storm Drainage Facility Maintenance Easement Agreement

The Developer of the Normandy Hills Condominium, SMJ Marketing, Inc., seeks to convey the water main and sanitary sewer facilities located within the Condominium. In that regard, the Developer has provided all required documents to complete the conveyance, with documents 1 through 6 above.

Documents 1 through 6, above, have been reviewed by our office as to the format, language, and content. The format, language and content of the documents are in order.

The City's Consulting Engineer has reviewed and approved all of the legal descriptions with respect to the utilities being dedicated within the Condominium.

The Developer has submitted a letter of credit and corresponding Maintenance and Guarantee Bonds for the utilities. We have reviewed and approve the form and content of the Maintenance and Guarantee Bond. It is our

understanding that the City's Consulting Engineer has approved the amount of the Bond.


Based on the documents provided, we recommend acceptance of the streets and utilities, as noted above, by the City.

In addition, the Developer has executed and provided the City with a Storm Drainage Maintenance Easement Agreement confirming that storm drainage detention and retention facilities within the Condominium will be maintained and repaired by the Developer prior to the transitional control date defined in the Master Deed, and by the Association after that date. We have reviewed and approve the enclosed version of the Storm Drainage Facility Maintenance Easement Agreement. The City's Consulting Engineer has reviewed and approved the content of the attached Exhibits. We recommend approval of the Agreement by City Council.

Once acceptance has been completed, the original Water and Sanitary Sewer Easements and Storm Drainage Facility Maintenance Easement Agreement should be recorded with the Oakland County Register of Deeds. The original Bill of Sale and Maintenance and Guarantee Bond should be maintained in the City's file.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,



ELIZABETH M. KUDLA

EMK  
Enclosures

C: Maryanne Cornelius, Clerk (w/Original Enclosures)  
Clay Pearson, Assistant City Manager (w/Enclosures)  
Marina Neumaier, Assistant Finance Director (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
David Bluhm, Spalding DeDecker (w/Enclosures)  
Sarah Marchioni, Building Department (w/Enclosures)  
Jeff James, SMJ Marketing, Inc. (w/Enclosures)  
Thomas R. Schulz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between SMJ Marketing, Inc., a Michigan Corporation, whose address is 28023 Larson Lane, Farmington Hills, Michigan 48331 (hereinafter the "Developer"), 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. Developer is the owner and developer of a certain parcel of land situated in Section \_\_\_ of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A (the "Property"). Developer has received final site plan approval for construction of a residential site condominium development (the "Development") on the Property.

B. The 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 Developer hereby covenants and agrees that the Developer, and the Condominium Homeowner's Association (the "Association") after transition of control pursuant to the Master Deed for Normandy Hills, recorded at Liber \_\_\_\_, Page \_\_\_\_ Oakland County Records, Oakland County Condominium Subdivision Plan No. \_\_\_\_, 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 Developer 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 Developer 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 Developer and/or 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 Developer and/or 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 Developer within thirty (30) days of a billing to the Developer. All unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to all units in the Condominium, 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 Developer and/or Association, and, in such event, the Developer and/or 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.

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.

DEVELOPER

SMJ Marketing, Inc., a Michigan Corporation

[Signature]  
By: JEFF JAMES Its: VICE-PRESIDENT

STATE OF MICHIGAN )  
                              ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Oct, 2007,  
by [Signature], as the [Signature] of [Signature].

CORTNEY BRENNAN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Mar 26, 2013  
ACTING IN COUNTY OF Oakland

Cortney Brennan  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 03-25-2013

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 \_\_\_\_\_ 200\_\_\_\_, 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

C:\NrPortbl\manage\BKUDLA\85385\_1.DOC



**WARNER, CANTRELL & PADMOS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite P2  
Farmington Hills, MI 48331

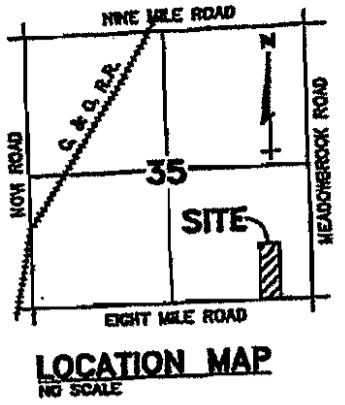
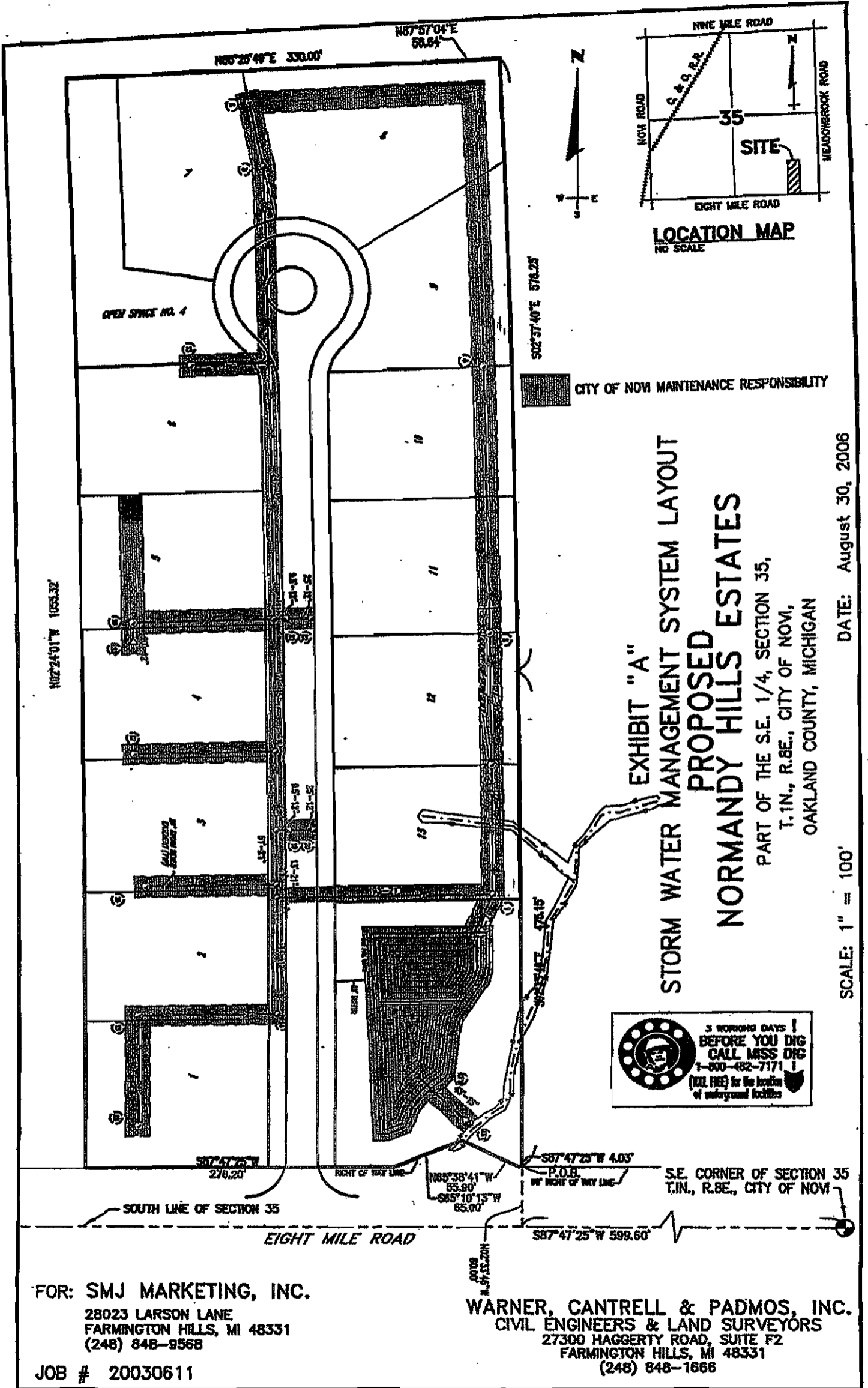
EXHIBIT "A"

DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 35, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, T.1N., R.8E., CITY OF NOVI AND PROCEEDING THENCE S.87°47'25"W. ALONG THE SOUTH LINE OF SAID SECTION 35, ALSO BEING THE CENTERLINE OF EIGHT MILE ROAD 599.60'; THENCE N.02°33'46"W., 60.00' TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE S.87°47'25"W., ALONG A LINE 60.00' NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 AND SAID CENTERLINE OF EIGHT MILE ROAD (120.00' WIDE), 4.03'; THENCE N.65°38'41"W., 55.90'; THENCE S.85°10'13"W., 65.00'; THENCE S.87°47'25"W., ALONG A LINE 60.00' NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 AND SAID CENTERLINE OF EIGHT MILE ROAD (120.00' WIDE) TO THE SOUTHEAST CORNER OF COUNTRY PLACE CONDOMINIUM, AS RECORDED IN LIBER 8115, PAGES 92-298, OAKLAND COUNTY RECORDS, 276.20'; THENCE N.02°24'01"W. (RECORDED AS S.00°10'57"E.) ALONG THE EASTERLY LINE OF SAID COUNTRY PLACE CONDOMINIUM, 1055.32'; THENCE N.88°28'49"E., 330.00' (RECORDED AS N.89°49'44"E.) TO THE SOUTHWEST CORNER OF PINE HOLLOW SUBDIVISION, AS RECORDED IN LIBER 205, OF PLATS, PAGES 13 AND 14, OAKLAND COUNTY RECORDS; THENCE IN PART ALONG THE SOUTH LINE OF SAID PINE HOLLOW SUBDIVISION N.87°57'04"E., 56.64'; THENCE S.02°37'40"E., 576.25'; THENCE S.02°33'46"E., 475.15' TO THE POINT OF BEGINNING CONTAINING 9.3626 ACRES AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

FEBRUARY 16, 2004  
REV. 9-15-04  
REV. 5-2-06



**EXHIBIT "A"**  
**STORM WATER MANAGEMENT SYSTEM LAYOUT**  
**PROPOSED**  
**NORMANDY HILLS ESTATES**  
 PART OF THE S.E. 1/4, SECTION 35,  
 T.1N., R.8E., CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

CITY OF NOVI MAINTENANCE RESPONSIBILITY



SCALE: 1" = 100' DATE: August 30, 2006

FOR: SMJ MARKETING, INC.  
 28023 LARSON LANE  
 FARMINGTON HILLS, MI 48331  
 (248) 848-9568  
 JOB # 20030611

WARNER, CANTRELL & PADMOS, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
 27300 HAGGERTY ROAD, SUITE F2  
 FARMINGTON HILLS, MI 48331  
 (248) 848-1666

**EXHIBIT B**

**LONG-TERM MAINTENANCE PLAN**

Property Information: Normandy Hills Estates  
SE 1/4 , Section 35, T.1N., R.8E.,  
City of Novi, Oakland County, Michigan

Applicant: SMJ Marketing, Inc.  
28023 Larson Lane  
Farmington Hills, MI 48331

Property Owner: SMJ Marketing, Inc.  
28023 Larson Lane  
Farmington Hills, MI 48331

Permit Number: \_\_\_\_\_

**A. Physical Limits of the Storm Water Management System**

The storm water management system (SWMS) subject to this Long-Term Maintenance Plan (Plan) is depicted on Exhibit A to the Permit and includes without limitation the storm sewers, swales, manholes, catch basins, storm water inlets, detention basin, outlet structure, emergency overflow, buffer strip and closed conduits and watercourses that convey flow from the detention basin to The Inter-county Drain under 8 Mile Road.

For purposes of this Plan, this storm water management system and all of its components as shown on Exhibit A is referred to as Normandy Hills Estates.

**B. Time Frame for Long-Term Maintenance Responsibility**

SMJ Marketing, Inc., is responsible for maintaining Normandy Hills Estates, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program, until Wayne County releases the construction permit. Long-term maintenance responsibility for Normandy Hills Estates commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

**C. Manner of Ensuring Maintenance Responsibility**

The developer hereby covenants and agrees that the Developer and the Association upon "transition of control" as it is defined in the Master Deed for Normandy Hills Estates 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. Normandy Hills Estates Condominium Association, Inc., through a maintenance agreement with the City of Novi, has agreed to perform the maintenance activities required by this Plan. The City of Novi retains the right to enter the property and perform the necessary maintenance of Normandy Hills Estates if Normandy Hills Estates Condominium Association, Inc. fails to perform the required maintenance activities.

To ensure that Normandy Hills Estates is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A, sheet 15), this document (Exhibit B, sheet 15), and the Storm Drainage Facility Maintenance Easement Agreement attached be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the County.

**D. Long-Term Maintenance Plan and Schedule**

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed. The following list supplements Table 1 and provides more information about site specific activities:

- While performing maintenance, chemicals should not be applied to the detention basin or watercourses to anywhere in the 25 foot buffer strip around surface waters and along watercourses.

**EXHIBIT "B" STORM WATER MANAGEMENT SYSTEM**  
**MAINTENANCE NOTES:**

1. Inspect the entire storm water management system at least annually and after each storm event.
2. Check inlets/outlets regularly and after each storm event for clogging and clean as necessary.
3. Check for floatables and debris and remove as necessary.
4. Remove sediments when accumulation reaches a depth of 6 inches or if resuspension is observed.
5. Remove dead vegetation (early spring) that obstructs flow.
6. If necessary based on surroundings, mow grass side slopes (two times per year).
7. Check banks and bottom for erosion and correct as necessary.
8. Add cattails and grasses such as sedges and rushes as necessary.
9. Add wetland/flowering plants along and around about 50% of perimeter.
10. Add trees and bushes to banks (south and west sides) for shade as necessary.
11. Chemicals should not be applied to the basins side slopes or buffer strips.

## EXHIBIT "B"

**Table 1**  
**Long-Term Maintenance Schedule**  
**Normandy Hills Estates, SE 1/4, Section 35, T.1N., R.8E., City of Novi, Oakland County, Michigan**

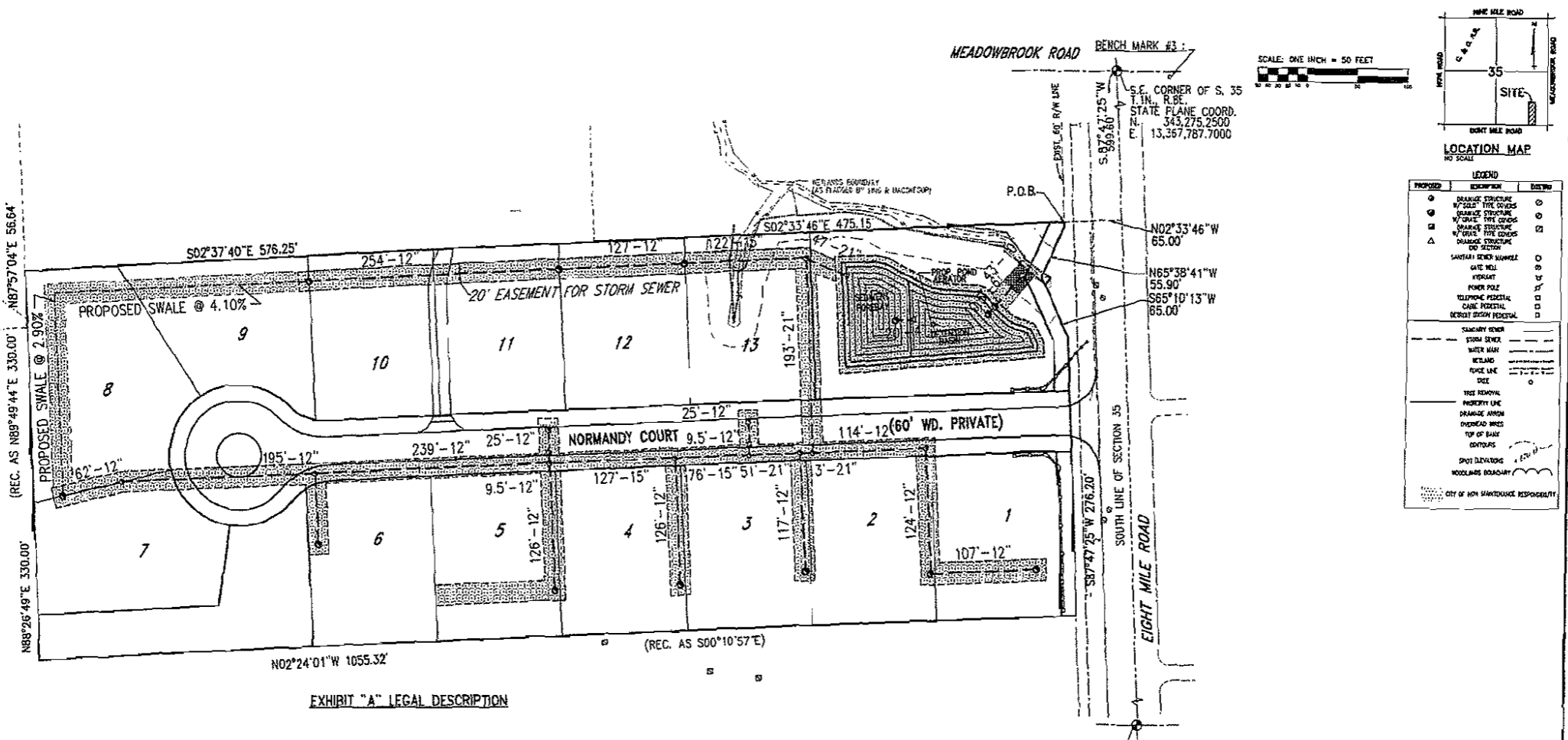
Maintenance Activities	System Component									Frequency
	Catch Basins, Inlets & Storm Sewers	Channels & Swales	Basin Inlets, Outlets & Gratings	Manufactured Treatment Systems	Detention Basin	Outlet Control Structure	Emergency Overflow	Riprap	Buffer Strip	
<b>Monitoring/Inspection</b>										
• Inspect for sediment accumulation**/clogging of stone filter	X	X			X	X				Annually
• Inspect for floatables, dead vegetation and debris		X			X					Annually and after major events
• Inspect for erosion and integrity of banks and berms		X	X		X		X	X	X	Annually and after major events
• Inspect all components during wet weather and compare to as-built plans		X	X		X	X	X	X	X	Annually
• Monitor plantings/vegetation		X			X		X		X	2 times per year
• Ensure means of access for maintenance remain clear/open	X	X	X		X	X	X	X	X	Annually
<b>Preventative Maintenance</b>										
• Mowing		X			X	X	X		X	Up to 2 times/year*
• Remove accumulated sediment	X	X			X	X				As needed**
• Remove floatables, dead vegetation and debris	X	X	X		X	X	X			As needed
• Replace or wash/reuse stone riser filters							X	X		Every 3 years; more frequently as needed***
• Remove invasive plant species		X			X				X	Annually
• Sweeping of paved surfaces (street and parking lots)										2 times per year
<b>Remedial Actions</b>										
• Repair/stabilize areas of erosion		X	X		X		X	X	X	As needed
• Replace dead plantings, bushes, trees		X			X				X	As needed
• Reseed bare areas		X			X		X		X	As needed
• Structural repairs	X		X			X	X	X		As needed
• Make adjustments/repairs to ensure proper functioning	X	X	X		X	X	X	X	X	As needed

\* Not to exceed the length allowed by local community ordinance.

\*\* Forebay to be cleaned whenever volume is reduced by 30 percent or more due to sediment accumulation.

\*\*\* Replace stone if it can not be adequately cleaned.

Project: 20030201-Stormwater Resolution Exhibits Plan, 15785007, 10/26/07, 10:26:07 AM, Rev. 10/26/07, 10:26:07 AM, Rev. 10/26/07, 10:26:07 AM



**EXHIBIT "A" LEGAL DESCRIPTION**

PART OF THE SOUTHEAST 1/4 OF SECTION 35, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, T.1N., R.8E., CITY OF NOVI AND PROCEEDING THENCE S.87°47'25"W. ALONG THE SOUTH LINE OF SAID SECTION 35, ALSO BEING THE CENTERLINE OF EIGHT MILE ROAD 599.80'; THENCE N.02°33'46"W., 60.00' TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE S.87°47'25"W., ALONG A LINE 60.00' NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 AND SAID CENTERLINE OF EIGHT MILE ROAD (120.00' WIDE), 4.03'; THENCE N.65°38'41"W., 55.90'; THENCE S.65°10'13"W., 65.00'; THENCE S.87°47'25"W., ALONG A LINE 60.00' NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 AND SAID CENTERLINE OF EIGHT MILE ROAD (120.00' WIDE) TO THE SOUTHEAST CORNER OF COUNTRY PLACE CONDOMINIUM, AS RECORDED IN LIBER 8115, PAGES 92-298, OAKLAND COUNTY RECORDS, 276.20'; THENCE N.02°24'01"W. (RECORDED AS S.00°10'57"E.) ALONG THE EASTERLY LINE OF SAID COUNTRY PLACE CONDOMINIUM, 1055.32'; THENCE N.88°26'49"E., 330.00' (RECORDED AS N.89°49'44"E.) TO THE SOUTHWEST CORNER OF PINE HOLLOW SUBDIVISION, AS RECORDED IN LIBER 205, OF PLATS, PAGES 13 AND 14, OAKLAND COUNTY RECORDS; THENCE IN PART ALONG THE SOUTH LINE OF SAID PINE HOLLOW SUBDIVISION N.87°57'04"E., 56.64'; THENCE S.02°37'40"E., 576.25'; THENCE S.02°33'46"E., 475.15' TO THE POINT OF BEGINNING CONTAINING 9.3626 ACRES AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

S. 1/4 CORNER OF SECTION 35  
 T.1N., R.8E.  
 STATE PLANE COORD.  
 N. 343,143.4100  
 E. 13,367,132.4500

**STORM WATER MAINTENANCE RESOLUTION EXHIBITS PLAN**

DATE: March 16, 2008	<b>NORMANDY HILLS ESTATES</b> PART OF THE S.E. 1/4, SECTION 35, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	WARNER, CANTRELL & PADMOS, INC. CIVIL ENGINEERS & LAND SURVEYORS 27300 Hogarty Road, Suite #2 Farmington Hills, MI 48331 (248) 460-1668
REVISIONS: REV. DATE REV. DESCRIPTION REV. DATE REV. DESCRIPTION		
AS SHOWN	SCALE: 1" = 50'	DRAWN: U.S.C. & G.S.
	PLAN FILE: 13-57-7109	SHEET 1 of 1



**WARNER, CANTRELL & PADMOS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
27300 Haggerty Road, Suite F2  
Farmington Hills, MI 48331

EXHIBIT "C"

DETENTION BASIN INGRESS/EGRESS EASEMENT

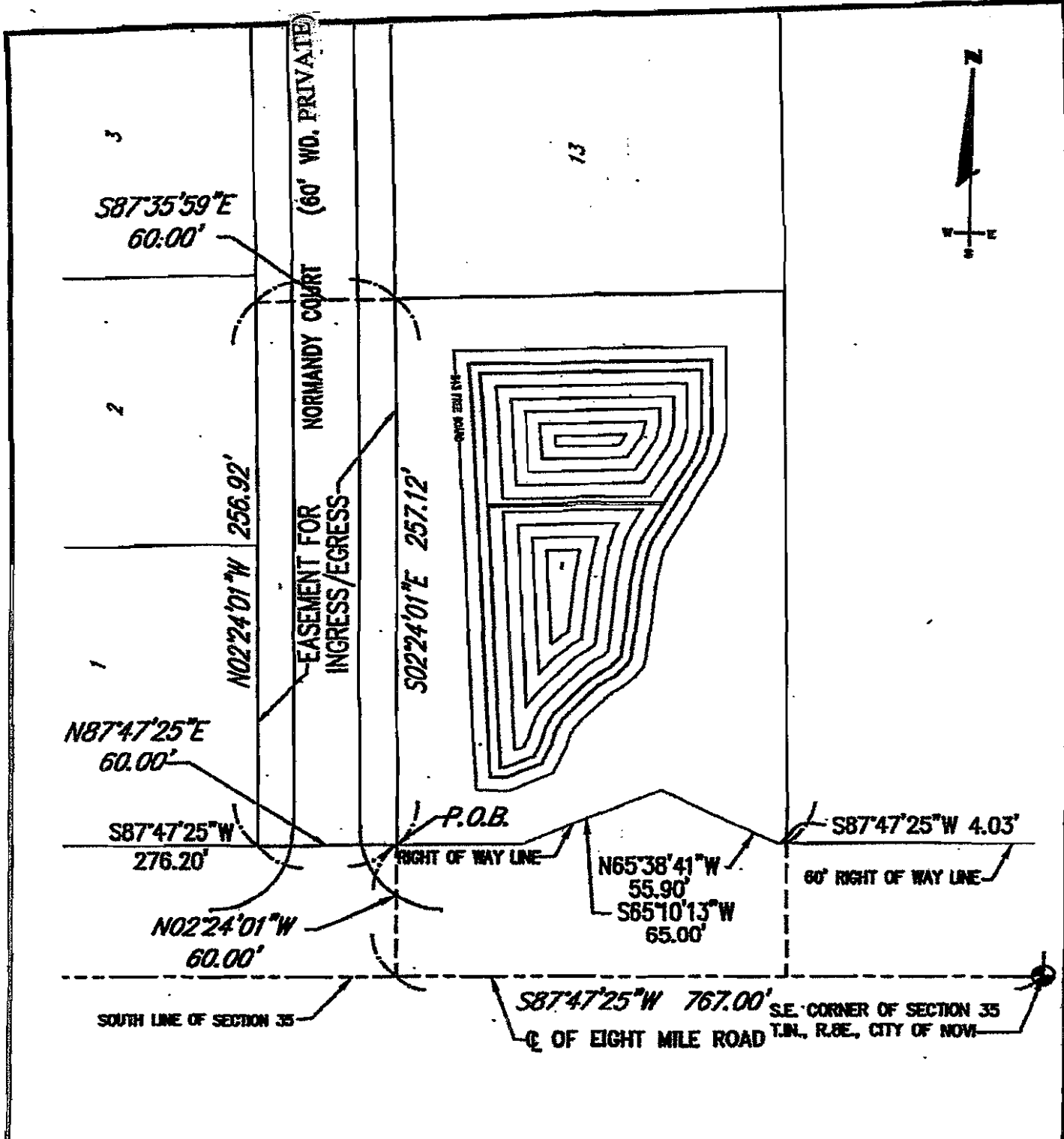
PART OF THE SOUTHEAST 1/4 OF SECTION 35, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THENCE ALONG THE SOUTH LINE OF SAID SECTION 35, S.87°47'25"W., 767.00'; THENCE N.02°24'01"W., 60.00' TO THE POINT OF BEGINNING OF THE INGRESS EGRESS EASEMENT HENCEIN DESCRIBED; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF EIGHT MILE ROAD, S.87°47'25"W., 60.00'; THENCE N.02°24'01"W., 256.92'; THENCE S.87°35'59"E., 60.00'; THENCE S.02°24'01"E., 257.12' TO THE POINT OF BEGINNING.

20030811  
AUGUST 8, 2006



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**EXHIBIT "C"**  
**DETENTION BASIN INGRESS/EGRESS EASEMENT**  
**PROPOSED**  
**NORMANDY HILLS ESTATES**

PART OF THE S.E. 1/4, SECTION 35,  
 T.1N., R.8E., CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'      DATE: AUGUST 8, 2006

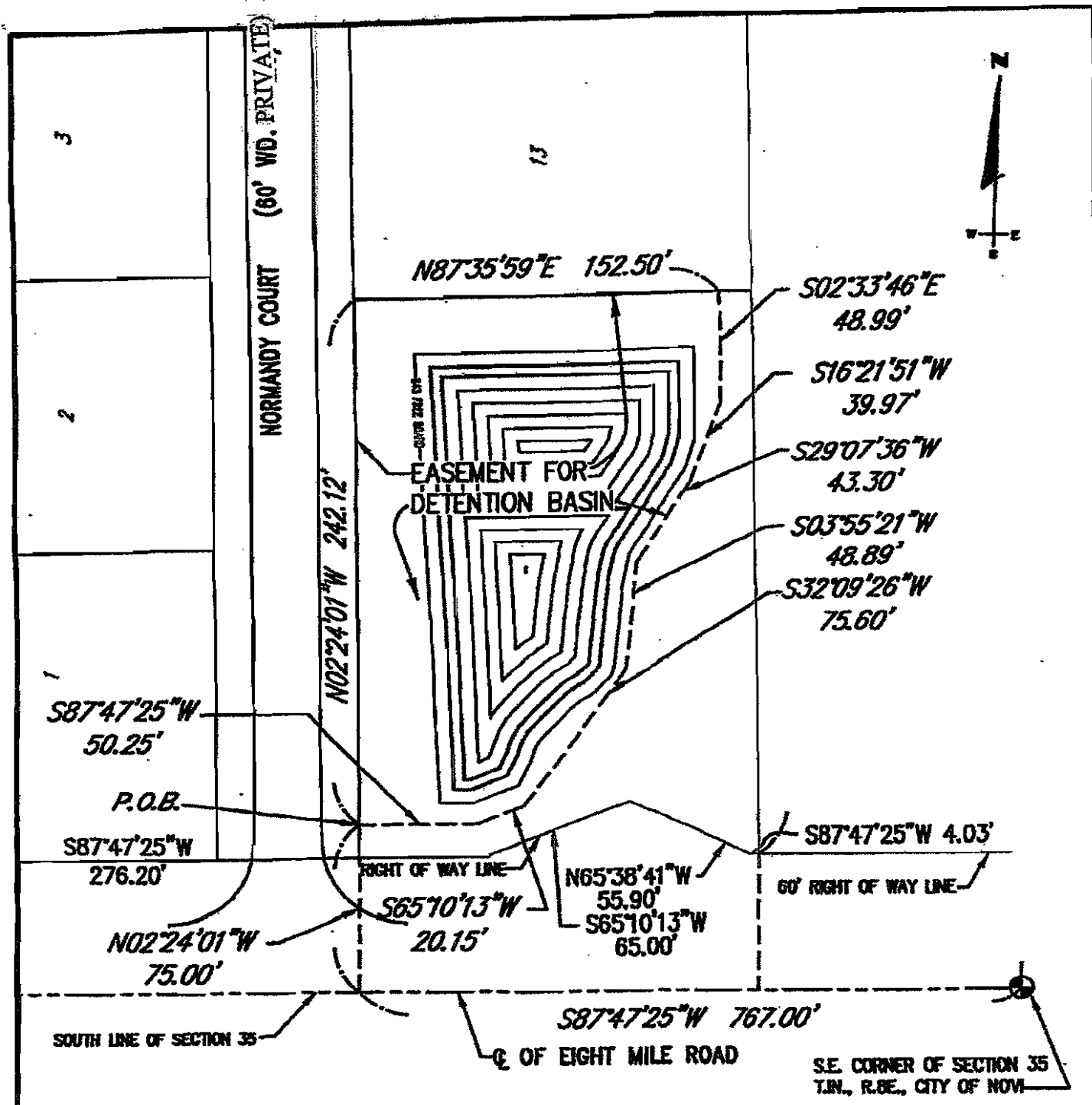
**FOR: SMJ MARKETING, INC.**  
 28023 LARSON LANE  
 FARMINGTON HILLS, MI 48331  
 (248) 848-9568

JOB # 20030611

**WARNER, CANTRELL & PADMOS, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 27300 HAGGERTY ROAD, SUITE F2  
 FARMINGTON HILLS, MI 48331  
 (248) 848-1666



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**EXHIBIT "D"**  
**EASEMENT FOR DETENTION BASIN**  
**PROPOSED**  
**NORMANDY HILLS ESTATES**

PART OF THE S.E. 1/4, SECTION 35,  
 T.1N., R.8E., CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'      DATE: AUGUST 8, 2006

FOR: **SMJ MARKETING, INC.**  
 28023 LARSON LANE  
 FARMINGTON HILLS, MI 48331  
 (248) 848-9568

JOB # 20030611

**WARNER, CANTRELL & PADMOS, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 27300 HAGGERTY ROAD, SUITE F2  
 FARMINGTON HILLS, MI 48331  
 (248) 848-1686



**WARNER, CANTRELL & PADMOS, INC.**

CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2  
Farmington Hills, MI 48331

**EXHIBIT "E"**

**EASEMENT FOR STORM WATER DETENTION  
PROPOSED NORMANDY HILLS ESTATES**

**AN EASEMENT FOR STORM WATER DETENTION PURPOSES ON, OVER,  
UNDER AND ACROSS PART OF THE SOUTHEAST 1/4 OF SECTION 35,  
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN. SAID  
EASEMENT BEING DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, T.1N.,  
R.8E., CITY OF NOVI AND PROCEEDING THENCE S.87°47'25"W. ALONG  
THE SOUTH LINE OF SAID SECTION 35, ALSO BEING THE CENTERLINE OF  
EIGHT MILE ROAD (120.00' WIDE) 767.00'; THENCE N.02°24'01"W., 75.00' TO  
THE POINT OF BEGINNING OF THE EASEMENT FOR STORM WATER  
DETENTION; THENCE CONTINUING N.02°24'01"W., 242.12'; THENCE  
N.87°35'59"E., 152.50'; THENCE S.02°33'46"E., 48.99'; THENCE  
S.16°21'51"W., 39.97'; THENCE S.29°07'36"W., 43.30'; THENCE  
S.03°55'21"W., 48.89'; THENCE S.32°09'26"W., 75.60'; THENCE  
S.65°10'13"W., 20.15'; THENCE S.87°47'25"W., 50.25'; TO THE POINT OF  
BEGINNING.**