

**CITY of NOVI CITY COUNCIL**

**Agenda Item G**  
**May 21, 2012**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Eden Garden, LLC, for the Evergreen Estates development located on Nine Mile Road between Napier and Garfield Roads.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>KJ</sup> *BLC*

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

**BACKGROUND INFORMATION:**

Eden Garden, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the Evergreen Estates development located on the north side of Nine Mile Road between Napier and Garfield Roads (see the attached location 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 the 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, and at the expense of the property owner.

The enclosed agreement has been favorably reviewed by City staff and the City Attorney (Beth Kudla Saarela's April 24, 2012 letter, attached) and is recommended for approval. The utilities and associated easements for this site were previously accepted administratively.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Eden Garden, LLC, for the Evergreen Estates development located on Nine Mile Road between Napier and Garfield Roads.

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

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

# Location Map

Evergreen Estates



Map Author: Brian Coburn  
Date: 5/15/12  
Project:  
Version #:

#### 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



1 inch = 726 feet

# JOHNSON | ROSATI | SCHULTZ | JOPPICH

A Professional Corporation

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

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Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

April 24, 2012

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

**Re: Evergreen Estates, SP04-42C  
Storm Drainage Facility Maintenance Easement Agreement  
Our File No. 660089.NOV1**

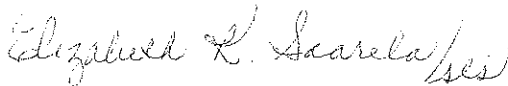
Dear Mr. Hayes:

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 Evergreen Estates Residential Site Condominium. The Agreement has been properly executed by the Developer of the Development pursuant to rights reserved in the Developer pursuant to the Master Deed for the Condominium. 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,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla 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)  
Crystal Sapp and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Manish Mathur (w/Enclosures)  
Jim Witkowski (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 10<sup>th</sup> day of March, 2008, by and between Eden Garden, LLC, whose address is 24777 Maples, Novi, MI 48374 (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 developer and owner of a certain parcel of land situated in Section 30 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 site condominium development on the Property.

B. The site condominium development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, an aqua swirl concentrator, which includes storm sewer/open channels, buffer strips, and storm water treatment chamber 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, prior to the transitional control date, and the Association thereafter, 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 and Association 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 D.

In the event that the Developer and/or 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 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 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 B** 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 Aqua Swirl Concentrator Easement Area described and depicted in **Exhibit C**, 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 and/or Association. 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 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.

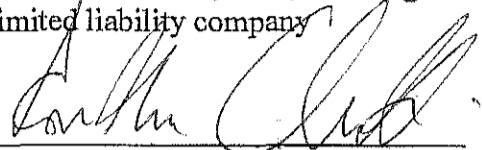
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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

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

DEVELOPER

EDEN GARDEN, LLC, a Michigan limited liability company



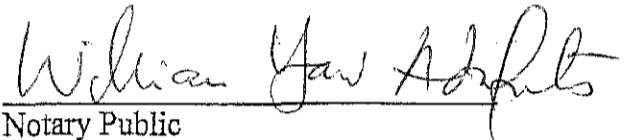
By: Partha Chakravarti

Its: Member

STATE OF MICHIGAN )  
                                    ) SS  
COUNTY OF OAKLAND )

Wayne

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2008, by Partha Chakravarti, as the \_\_\_\_\_ of \_\_\_\_\_.



Notary Public

Oakland County, Michigan

My Commission Expires: Jan 05, 2012

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

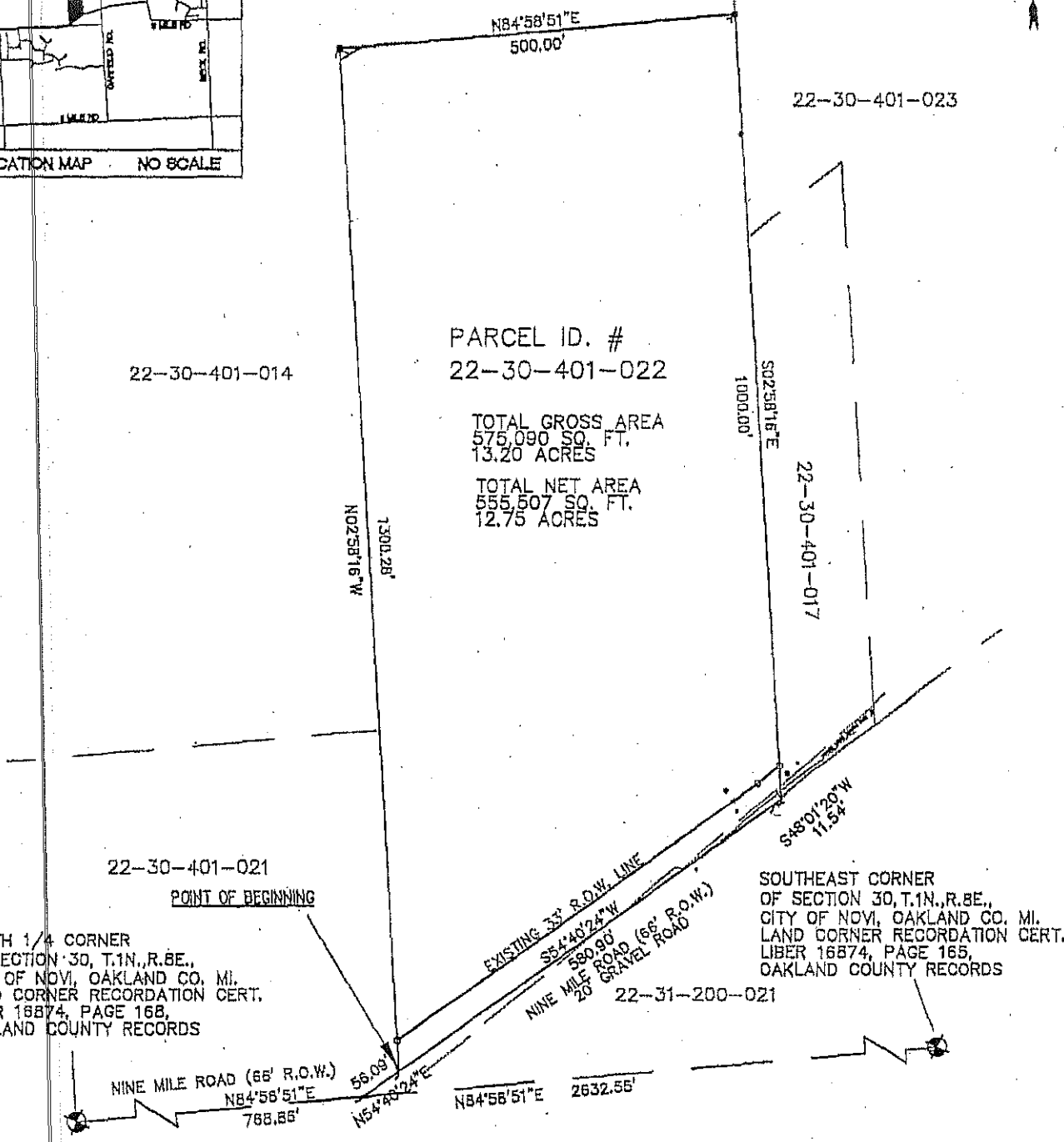
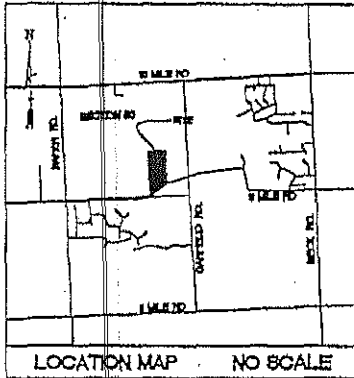
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# EXHIBIT "A" EVERGREEN ESTATES

RESIDENTIAL SITE CONDOMINIUMS  
SECTION 30, NOVI, MICHIGAN

22-30-401-014



PARCEL ID. #  
22-30-401-022

TOTAL GROSS AREA  
575,090 SQ. FT.  
13.20 ACRES

TOTAL NET AREA  
555,507 SQ. FT.  
12.75 ACRES

SOUTH 1/4 CORNER  
OF SECTION 30, T.1N., R.8E.,  
CITY OF NOVI, OAKLAND CO. MI.  
LAND CORNER RECORDATION CERT.  
LIBER 16874, PAGE 168,  
OAKLAND COUNTY RECORDS

SOUTHEAST CORNER  
OF SECTION 30, T.1N., R.8E.,  
CITY OF NOVI, OAKLAND CO. MI.  
LAND CORNER RECORDATION CERT.  
LIBER 16874, PAGE 165,  
OAKLAND COUNTY RECORDS

A PART OF THE W 1/2 OF THE SE 1/4 OF SECTION 30, T.1N., R.8E.,  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE S 1/4 CORNER OF SECTION 30; THENCE NB4°58'51"E  
788.86 FEET ALONG THE SOUTH LINE OF SECTION 30 AND THE  
CENTERLINE OF NINE MILE ROAD; THENCE N54°40'24"E ALONG THE  
CENTERLINE OF NINE MILE ROAD 56.09 FEET TO THE POINT OF  
BEGINNING; THENCE NO2°58'16"W 1300.28 FEET; THENCE NB4°58'51"E  
500.00 FEET; THENCE SO2°58'16"E 1000.00 FEET TO THE CENTERLINE OF  
NINE MILE ROAD; THENCE S48°01'20"W ALONG CENTERLINE 11.52 FEET;  
THENCE S54°40'24"W ALONG CENTERLINE OF NINE MILE ROAD 580.90 FEET  
TO POINT OF BEGINNING, CONTAINING 13.20 ACRES AND BEING SUBJECT  
TO THE RIGHTS OF THE PUBLIC IN EXISTING NINE MILE ROAD.

**LEGEND**

- FOUND IRON
- FOUND CONC. MONUMENT
- SET CAPPED IRON #24598

BEARINGS BASED ON:  
GRID BEARING - NAD 83  
(1986 SPC. MI. SOUTH ZONE)

OWNER:  
EDEN GARDEN L.L.C.,  
A MICHIGAN LIMITED LIABILITY COMPANY  
24777 NAPLES DRIVE  
NOVI, MI. 48374



JCK & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
NOVI, MICH. PH. NO. (248) 348 - 2650

## EVERGREEN ESTATES EXHIBIT "A"

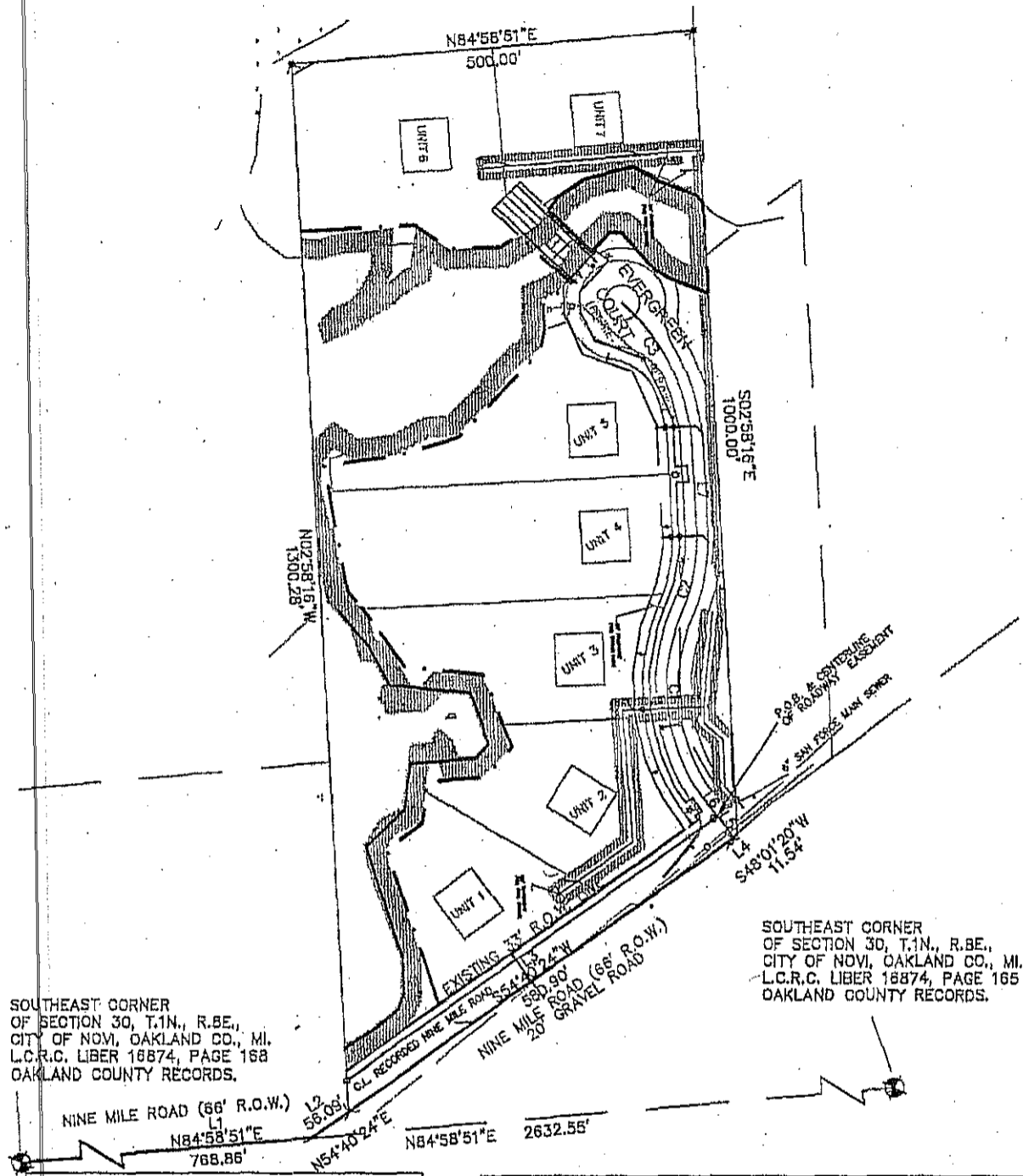
EDEN GARDEN L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY  
22-30-401-022

Drawn	Date	Scale	Job No.	Sheet No.
VGR	3-28-06	1" = 200'	09074	1
Designed				
Checked				

# EXHIBIT "B"

## EVERGREEN ESTATES

RESIDENTIAL SITE CONDOMINIUMS  
SECTION 30, NOVI, MICHIGAN  
**ROADWAY INGRESS AND EGRESS EASEMENT**  
(PRIVATE RIGHT-OF-WAY)



SOUTHEAST CORNER OF SECTION 30, T.1N., R.8E., CITY OF NOVI, OAKLAND CO., MI. L.C.R.C. LIBER 18874, PAGE 168 OAKLAND COUNTY RECORDS.

SOUTHEAST CORNER OF SECTION 30, T.1N., R.8E., CITY OF NOVI, OAKLAND CO., MI. L.C.R.C. LIBER 18874, PAGE 165 OAKLAND COUNTY RECORDS.

LINE	LENGTH	BEARING
L1	788.86	N84°58'51"E
L2	56.09	N54°40'24"E
L3	580.90	N84°40'24"E
L4	5.84	N48°01'20"E
L5	33.11	N46°42'56"W
P.O.B. CENTERLINE OF 60 FT. PRIVATE RIGHT-OF-WAY		
L6	17.52	N46°42'56"W
CURVE 1		
CURVE 2		
L7	105.77	N02°58'16"W
CURVE 3		
P.O.B. & CENTERLINE 60 FT. PRIVATE RIGHT-OF-WAY		

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD DIRECTION	CHORD
C01	248.19	229.21	62°02'21"	N07°43'22"W	236.24
C02	104.97	230.00	25°08'58"	N10°08'13"E	104.08
C03	201.04	250.00	45°04'28"	N28°00'30"W	195.56

OWNER:  
EDEN GARDEN L.L.C.,  
A MICHIGAN LIMITED LIABILITY COMPANY  
24777 NAPLES DRIVE  
NOVI, MI. 48374

<b>JCK</b> <small>&amp; associates, inc.</small>		JCK & ASSOCIATES, INC. CONSULTING ENGINEERS NOVI, MICH. PH. NO. (248) 348-2580		
<b>EVERGREEN ESTATES</b> EXHIBIT "B" CENTERLINE ROADWAY 60 FT. EASEMENT				
EDEN GARDEN L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY 22-30-401-022				
Drawn	VGR	Date	Scale	Job No.
Designed	TM	6-28-08	1=200'	09074
Checked	JCK			
				Sheet No.
				1

**EXHIBIT "B"**  
**EVERGREEN ESTATES**  
 RESIDENTIAL SITE CONDOMINIUMS  
 SECTION 30, NOVI, MICHIGAN  
ROADWAY INGRESS AND EGRESS EASEMENT  
(PRIVATE RIGHT-OF-WAY)



CENTERLINE OF 60 FT. PRIVATE ROAD RIGHT-OF-WAY EASEMENT.

A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED N84°58'51"E 768.86 FEET ALONG THE SOUTH LINE OF SECTION 30 AND THE CENTERLINE OF NINE MILE ROAD, N54°40'24"E 56.09 FEET, N54°40'24"E 580.90 FEET, AND N48°01'20"E 5.84 FEET AND N46°42'56"W 33.06 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 30 AND THE POINT OF BEGINNING CENTERLINE OF 60 FT. PRIVATE ROAD RIGHT-OF-WAY; THENCE N46°42'56"W 17.62 FEET THENCE ALONG A CURVE TO THE RIGHT, RADIUS POINT 229.21 FEET, ARC LENGTH 248.19 FEET, CENTRAL ANGLE 62°02'21", CHORD BEARING AND DISTANCE N07°43'22"W 236.24 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS POINT 230.00 FEET, ARC LENGTH 104.97 FEET, CENTRAL ANGLE 26°08'58", CHORD BEARING AND DISTANCE N10°06'13"E 104.06 FEET; THENCE N02°58'16"W 105.77 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS POINT 250.00 FEET, ARC LENGTH 201.04 FEET, CENTRAL ANGLE 46°04'28", CHORD BEARING AND DISTANCE N26°00'30"W 195.66 FEET; TO THE CENTERLINE CUL-DE-SAC A 60.00 FOOT RADIUS POINT AND POINT OF END.

BEARINGS BASED ON:  
 GRID BEARING - NAD 83  
 (1988 SPC. MI. SOUTH ZONE)

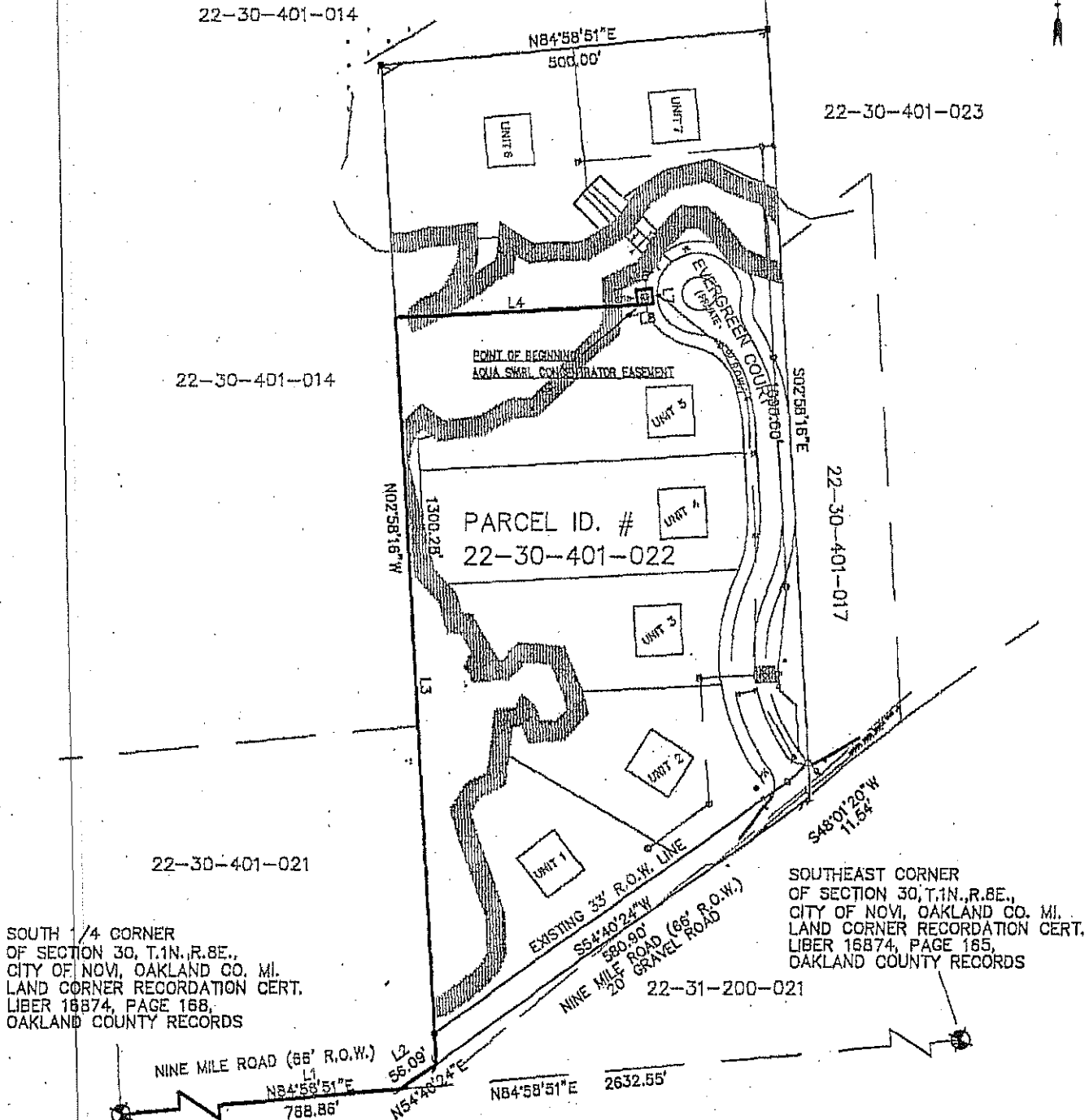
OWNER:  
 EDEN GARDEN L.L.C.,  
 A MICHIGAN LIMITED LIABILITY COMPANY  
 24777 NAPLES DRIVE  
 NOVI, MI. 48374

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<b>JCK</b> <small>&amp; associates, inc.</small>		<i>JCK &amp; ASSOCIATES, INC.</i> <i>CONSULTING ENGINEERS</i> NOVI, MICH. PH. NO. (248) 348 - 2680		
<b>EVERGREEN ESTATES</b> EXHIBIT "B" CENTERLINE ROADWAY 60 FT. EASEMENT				
EDEN GARDEN L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY 22-30-401-022				
Drawn <u>VGR</u>	Date <u>8-28-08</u>	Scale <u>1"=200'</u>	Job No. <u>09074</u>	Sheet No. <u>2</u>
Designed <u>TM</u>				
Checked <u>JCK</u>				

# EXHIBIT "C" EVERGREEN ESTATES

RESIDENTIAL SITE CONDOMINIUMS  
SECTION 30, NOV, MICHIGAN  
AQUA SWIRL CONCENTRATOR EASEMENT



SOUTH 1/4 CORNER  
OF SECTION 30, T.1N., R.8E.,  
CITY OF NOVI, OAKLAND CO. MI.  
LAND CORNER RECORDATION CERT.  
LIBER 16874, PAGE 168,  
OAKLAND COUNTY RECORDS

SOUTHEAST CORNER  
OF SECTION 30, T.1N., R.8E.,  
CITY OF NOVI, OAKLAND CO. MI.  
LAND CORNER RECORDATION CERT.  
LIBER 16874, PAGE 165,  
OAKLAND COUNTY RECORDS

LINE TABLE		
LINE	LENGTH	BEARING
L1	234.34	N84°58'51"E
L2	56.09	N54°40'24"E
L3	967.08	N02°58'16"W
L4	313.70	N87°01'44"E
P.O.B. AQUA SWIRL CONCENTRATOR EASEMENT		
L5	20.00	N06°29'30"W
L6	20.00	N63°30'30"E
L7	20.00	S08°29'30"E
L8	20.00	S63°30'30"W

OWNER:  
EDEN GARDEN L.L.C.,  
A MICHIGAN LIMITED LIABILITY COMPANY  
24777 NAPLES DRIVE  
NOVI, MI. 48374

		JCK & ASSOCIATES, INC. CONSULTING ENGINEERS NOVI, MICH. P.E. NO. (248) 348 - 2680			
		<b>EVERGREEN ESTATES</b> EXHIBIT "C" AQUA SWIRL CONCENTRATOR EASEMENT			
EDEN GARDEN L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY 22-30-401-022					
Drawn <u>VGR</u> Designed <u>TM</u> Checked <u>JCK</u>	Date <u>3-28-08</u>	Scale <u>1" = 200'</u>	Job No. <u>09074</u>	Sheet No. <u>1</u>	

**EXHIBIT "C"**  
**EVERGREEN ESTATES**  
 RESIDENTIAL SITE CONDOMINIUMS  
 SECTION 30, NOVI, MICHIGAN




**AQUA SWIRL CONCENTRATOR EASEMENT**

**AQUA SWIRL CONCENTRATOR EASEMENT:**

A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED N84°58'51"E 788.86 FEET ALONG THE SOUTH LINE OF SECTION 30 AND THE CENTERLINE OF NINE MILE ROAD, N54°40'24"E ALONG THE CENTERLINE OF NINE MILE ROAD 56.09 FEET, N02°58'18"W 967.06 FEET; N87°01'44"E 313.70 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 30; THENCE N06°29'30"W 20.00 FEET; THENCE N83°30'30"E 20.00 FEET; THENCE S06°29'30"E 20.00 FEET; THENCE S83°30'30"W 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 400 SQUARE FEET, OR 0.01 ACRES.

BEARINGS BASED ON:  
 GRID BEARING - NAD 83  
 (1986 SPC. MI. SOUTH ZONE)

OWNER:  
 EDEN GARDEN L.L.C.,  
 A MICHIGAN LIMITED LIABILITY COMPANY  
 24777 NAPLES DRIVE  
 NOVI, MI 48374

		JCK & ASSOCIATES, INC. CONSULTING ENGINEERS NOVI, MICH. PH. NO. (248) 348 - 2680			
		<b>EVERGREEN ESTATES</b> EXHIBIT "C" AQUA SWIRL CONCENTRATOR EASEMENT			
EDEN GARDEN L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY 22-30-401-022					
Drawn <u>VGR</u> Designed <u>TM</u> Checked <u>JCK</u>	Date 3-28-06	Scale 1" = 200'	Job No. 09074	Sheet No. 2	

# EXHIBIT "D"

## EVERGREEN ESTATES RESIDENTIAL SITE CONDOMINIUMS SECTION 30, NOVI, MICHIGAN

### STORM MAINTENANCE SCHEDULE

<u>Storm Water Facility</u>	<u>Maintenance Action</u>
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure that culverts are not collapsed or clogged.
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.
Stormwater Treatment Chamber	Inspect chamber quarterly during the first year Inspect twice a year thereafter Check accumulation of oils and floating debris Check accumulation of sediments

<u>Storm Water Facility</u>	<u>Corrective Action</u>	Annual Estimated Cost for <u>Maintenance &amp; Repairs</u>		
		<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Storm Sewer/Open Channels	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$100	\$103	\$108
Buffer Strips	Implement energy dissipation measures to prevent erosion.	\$150	\$155	\$160
Stormwater Treatment Chamber	Remove free floating oils and floating debris Remove accumulated sediment when it is within 24 inches of the water surface	\$500	\$300	\$308
Total:		\$750	\$558	\$576

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

OWNER:  
EDEN GARDEN L.L.C.,  
A MICHIGAN LIMITED LIABILITY COMPANY  
24777 NAPLES DRIVE  
NOVI, MI 48374

<b>JCK</b> <small>&amp; associates, inc.</small>		<small>JCK &amp; ASSOCIATES, INC. CONSULTING ENGINEERS NOVI, MICH. PH. NO. (248) 348 - 2880</small>		
<b>EVERGREEN ESTATES</b> STORM MAINTENANCE SCHEDULE EXHIBIT "D"				
EDEN GARDEN L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY 22-30-401-022				
<small>Drawn</small> VGR	<small>Date</small>	<small>Scale</small>	<small>Job No.</small>	<small>Sheet No.</small>
<small>Designed</small> TM	3-28-06	N.T.S.	09074	1
<small>Checked</small> JCK				