



CITY of NOVI CITY COUNCIL

Agenda Item D
February 26, 2018

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement, acceptance of a Warranty Deed for additional right-of-way along Dixon Road, and acceptance of a sidewalk easement as part of the Dixon Meadows development located on the east side of Dixon Road and north of Twelve Mile Road (Parcels 22-10-402-091, -095, -096).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Pulte Homes of Michigan, LLC is the developer of Dixon Meadows, a single-family residential development located on the east side of Dixon Road and north of Twelve Mile Road. The developer requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the Dixon Meadows development. Additionally, the developer is offering the donation of the 43-foot master planned right-of-way for Dixon Road and a sidewalk easement for sidewalks outside of the Dixon Road and Billings Drive rights-of-way, as approved on the Dixon Meadows site plan.

The SDFMEA is a requirement of the Storm Water Management Ordinance and details the responsibilities of the eventual property owner, the homeowner 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 of 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 storm water detention basin and is providing an access easement to the basin. The owner is also responsible for maintaining the pipes, manholes, and open channels leading to and from the on-site storm water system.

The warranty deed for the additional right-of-way along Dixon Road dedicates the master planned 43-foot right-of-way for Dixon Road along the frontage of the Dixon Meadows. The sidewalk easement includes the portions of the constructed sidewalk that are located outside of the proposed Dixon Road and Billings Drive rights-of-way.

The enclosed agreement, warranty deed, and easement have been reviewed by the City Attorney (Beth Saarela, January 26 and 29, 2018) and the City Engineering Consultant (Spalding DeDecker, October 18, 2017) and are recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement, acceptance of a Warranty Deed for additional right-of-way along Dixon Road, and acceptance of a sidewalk easement as part of the Dixon Meadows development located on the east side of Dixon Road and north of Twelve Mile Road (Parcels 22-10-402-091, -095, -096).

Dixon Meadows

Dixon Road

Proposed
43'-wide
half R.O.W.

Sidewalk Easement

Billings Drive

Dixon Rd

Hanover Drive

Verona Drive

Sedgwick Blvd

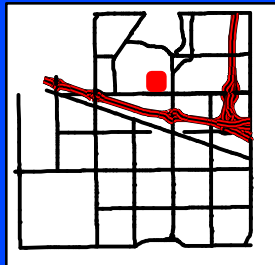
Proposed
43'-wide
half R.O.W.

Map Author: Theresa Bridges
Date: February 12, 2018
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

0 30 60 120 180
Feet

1 inch = 167 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.jrsjlaw.com

January 29, 2018

Jeffrey Herczeg, Director of Public Services
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Dixon Meadows Phase I PJSP14-46
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Herczeg:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving Phase I of the Dixon Meadows residential site condominium development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached Exhibits. 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.

Sincerely,

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

Elizabeth K. Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)

Jeffrey Herczeg, Director of Public Services

January 29, 2018

Page 2

Sri Komaragiri, Planner (w/Enclosures)

Hannah Smith, Planning Assistant (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Theresa Bridges, Construction Engineer (w/Enclosures)

George Melistas, Senior Engineering Manager (w/Enclosures)

Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)

Gregory Gamalski, Esquire (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT
DIXON MEADOWS

THIS EASEMENT AGREEMENT is made this 16 day of January, 2018, by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company, 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48304 its successors, assigns or transferees (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 10 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 single family site condominium development on the Property to be known as Dixon Meadows.

B. The Dixon Meadows development shall contain certain storm drainage, detention and/or retention facilities 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, or if after the Transitional Control Date as defined in the Condominium Act, the Association, hereby covenants and agrees that the Developer or the Association shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including the Wetland Bioswale Areas which are a part of the system and are described in the attached **Exhibit C**, to insure that the same continues to function as intended. The Developer or 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 B**.

In the event that the Developer 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 drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Developer 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 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 Dixon Road public rights-of-way and the interior roads serving Dixon Meadows generally 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 storm water system, including the detention basin 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 or Association within thirty (30) days of a billing to the Developer 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 or Association, and, in such event, the Developer or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Developer, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

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 not 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.

The Developer's rights and obligations under this Agreement may be transferred to the condominium association established to administer and maintain the common areas of the Property described on attached **Exhibit A**. In the event of a conveyance by Developer to a successor developer, or an assignment to the Association, the foregoing obligations shall be assumed by such transferee or assignee and Developer shall be relieved of such obligations.

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 _____ 2018, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 4831	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375
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EXHIBIT A TO STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

(Property)

DESCRIPTION OF 21.592 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN (AS SURVEYED BY ATWELL) - AFTER 43 FOOT WIDE ROW DEDICATION

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet for a PLACE OF BEGINNING; thence N02°52'51"W 345.00 feet along the East line of said Dixon Road; thence N88°03'23"E (recorded as East) 347.19 feet; thence N02°52'18"W 230.23 feet; thence S88°03'23"W (recorded as West) 347.23 feet; thence N02°52'51"W 425.13 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 947.25 feet; thence S02°52'18"E (recorded as S00°52'E and S02°17'20"E) 1117.20 feet along the West line of "Carlton Forest", Oakland County Condominium Subdivision Plan Number 1241, recorded in Liber 21184, Page 001, Oakland County Records; thence the following two courses along the North and West lines of "Stoneridge Office Park Condominium of Novi", Oakland County Condominium Plan Number 1852, recorded in Liber 37191, Page 92, Oakland County Records: S87°41'56"W (recorded as S87°42'05"W) 294.00 feet and S02°52'18"E (recorded as S02°52'09"E) 7.35 feet; thence S88°00'11"W (recorded as West) 317.57 feet; thence N01°59'49"W 114.63 feet; thence S88°03'23"W (recorded as West) 337.37 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 10, containing 21.592 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

EXHIBIT B TO STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

(Maintenance Plan)

The following additional requirements are incorporated into the Storm Drainage Facility Maintenance Agreement of which this Exhibit B is a part:

- The plants on the approved plant list (the "Approved Plant List") included with this Exhibit B as Exhibit B-1, are the only plants that may be planted within the Bioswale located within the storm drainage facility.
- When maintenance is undertaken the checklist attached as Exhibit B-2 (the "Bioswale Maintenance Checklist") shall be completed during each maintenance cycle and the completed Bioswale Maintenance Checklist shall be maintained in the Owner's records which may be reviewed by the City of Novi upon request.
- When the condominium association assumes responsibility for maintenance, those maintenance records shall be turned over to the condominium association and the condominium association shall be responsible for maintenance and completion of the Bioswale Maintenance Checklist for each subsequent maintenance cycle.
- All maintenance of the Bioswale shall be consistent with the provisions of Section 5.15 of the City of Novi Engineering Design Manual in effect as of the date of this agreement.
- The condominium association shall perform the permanent maintenance set forth on the schedule attached as Exhibit B-3, attached (the "Permanent Maintenance Plan").

EXHIBIT B-1 TO STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

APPROVED PLANT

[To be supplied by City for insertion]

EXHIBIT B-2 TO STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

BIOSWALE MAINTENANCE

Project Location: _____

Date/Time: _____

Inspector: _____

Maintenance Item	Satisfactory/ Unsatisfactory	Recommended Inspection Frequency	Comments
Inlet/Outlet			
Structural integrity of inlet/outlet		A	
Inlet/outlet clear of debris		M	
Pretreatment/Energy Dissipators			
No evidence of flow going around structures		A	
No evidence of erosion		A	
Device functioning to trap sediment		A	
Remove accumulated sediment		A	
BMP surface			
Area free of debris?		M	
No evidence of erosion		A	
Does sediment accumulation currently require removal?		A	
Overall functionality			

Inspection frequency key – A = Annual, M = Monthly, S = After major storm
 *Prior to field inspection, it is recommended to review the as-built plans.

Ensure swale is functioning properly (professional civil engineer is recommended)		A	
Optional Considerations			
Inspect BMP for invasive species.		A	
Qualified professional applicator selectively herbicide invasive species		A	
Increase plant diversity by planting additional vegetation		A	
Complaints from residents (note on back)		A	

Inspection frequency key – A = Annual, M = Monthly, S = After major storm
 *Prior to field inspection, it is recommended to review the as-built plans.

Summary

Inspector's remarks: _____

Overall condition of facility (acceptable or unacceptable): _____

Dates any maintenance must be completed by: _____

EXHIBIT B-3 TO STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

PERMANENT MAINTENANCE
TO BE PERFORMED BY THE ASSOCIATION

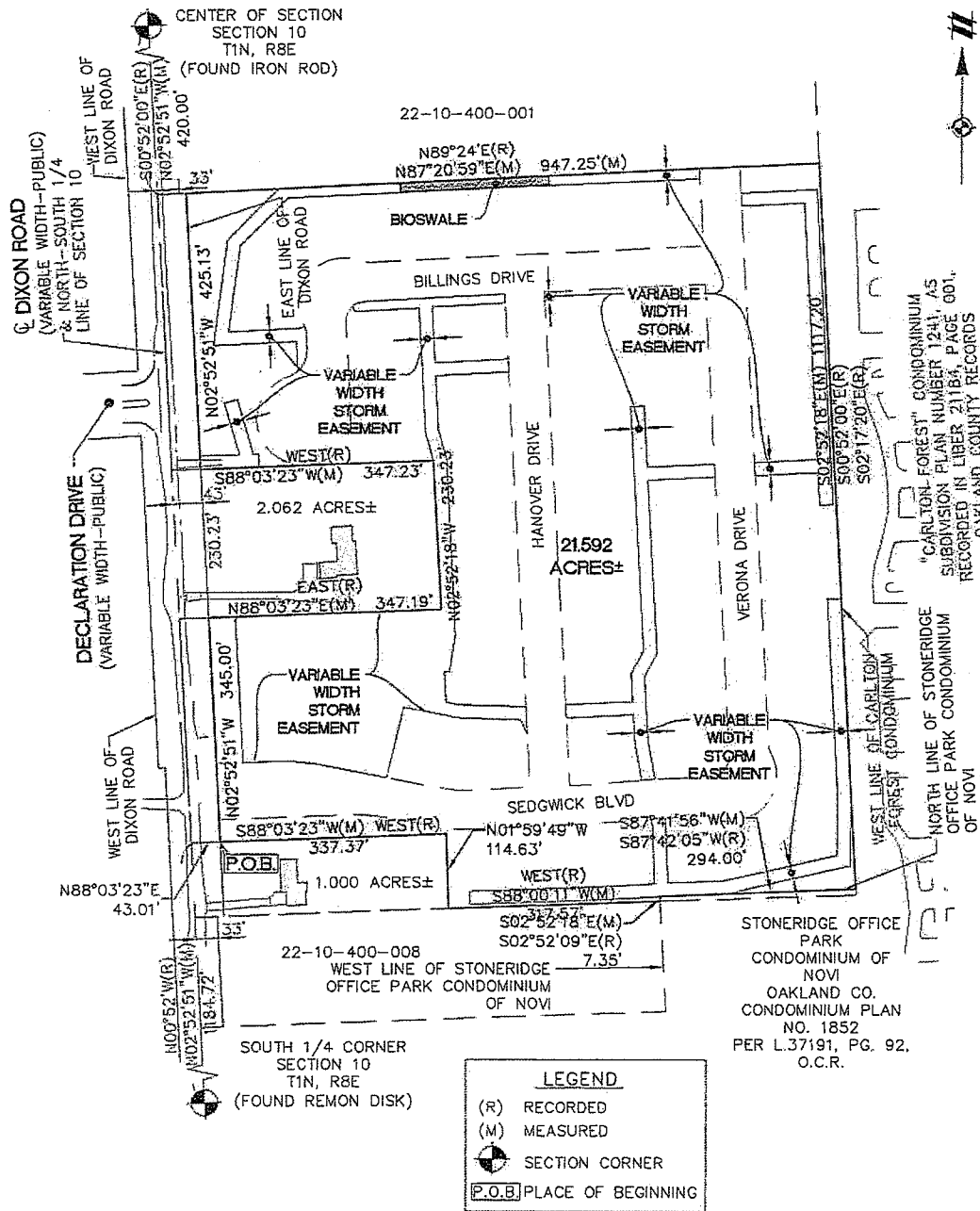
TASKS	COMPONENTS									SCHEDULE	COST
	PAVED AREAS	PERVIOUS AREAS	RIP-RAP/SILT FENCE	STORM DRAINAGE SYSTEM	CATCH BASIN SUMPS	CATCH BASIN INLET COVER	DETENTION/FORSEBAY/RISERS	EMERGENCY OVERFLOW	BIOSWALE		
INSPECT FOR SEDIMENT ACCUMULATION	X		X	X	X	X	X		X	SEMI-ANNUALLY/AS NEEDED*	\$100
REMOVAL OF SEDIMENT ACCUMULATION	X		X	X	X	X	X		X	5-10 YRS/AS NEEDED*	\$500
INSPECT FOR FLOATABLES AND DEBRIS				X	X		X		X	ANNUALLY	\$100
CLEANING FOR FLOATABLES AND DEBRIS				X	X		X		X	ANNUALLY	\$150
INSPECTION FOR EROSION		X	X				X	X	X	SEMI-ANNUALLY	\$100
REESTABLISH PERMANENT VEGETATION ON ERODED SLOPES		X					X	X	X	AS NEEDED	\$350
MOWING		X					X		X	AS NEEDED	\$400
INSPECT STRUCTURAL ELEMENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS (BY A PROFESSIONAL ENGINEER REPORTING TO THE ASSOCIATION)			X	X			X	X		ANNUALLY	\$150
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY ANNUAL WET WEATHER INSPECTION			X	X			X	X		AS NEEDED	\$400
KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES. REPORT TO THE ASSOCIATION.										ANNUALLY	\$100
KEEP RECORDS OF ALL COSTS FOR INSPECTIONS, MAINTENANCE AND REPAIRS. REPORT TO THE ASSOCIATION.										ANNUALLY	\$100
THE ASSOCIATION REVIEWS COST EFFECTIVENESS OF THE PREVENTATIVE MAINTENANCE PROGRAM AND MAKES NECESSARY ADJUSTMENTS										ANNUALLY	
THE ASSOCIATION IS TO HAVE A PROFESSIONAL ENGINEER CARRY OUT EMERGENCY INSPECTIONS UPON IDENTIFICATION OF SEVERE PROBLEMS										AS NEEDED	\$200
										ESTIMATED ANNUAL COST	\$2550

* REMOVE ALL THE TEMPORARY CONTROLS AFTER GETTING APPROVAL BY THE SOIL EROSION INSPECTOR.

EXHIBIT C TO STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

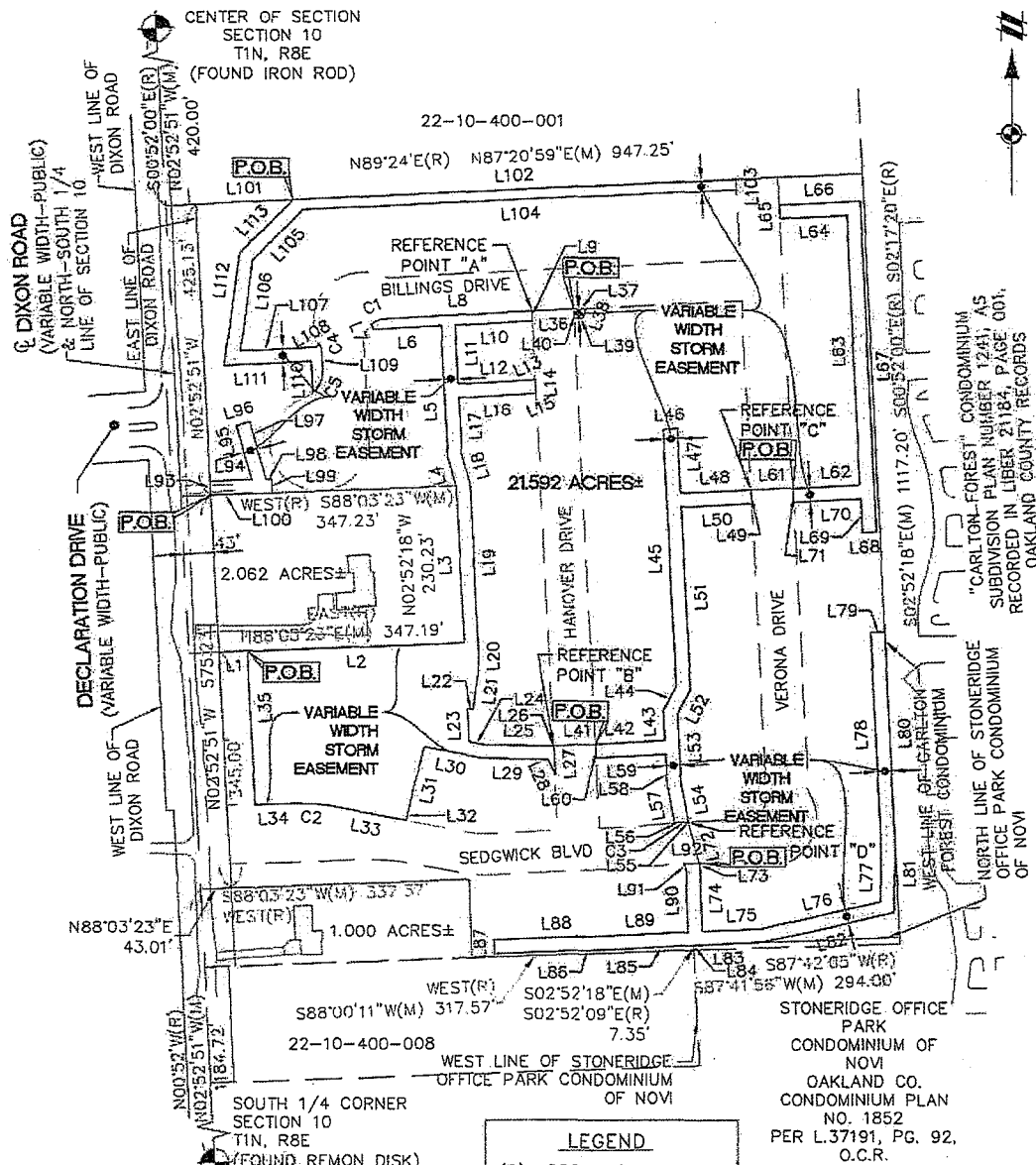
Storm Water Drainage Easement

(see attached)



CLIENT PULTE HOMES	JOB: 14001056	CAD EA-10
	DR: SW	EN: LMD
SKETCH AND DESCRIPTION OF A VARIABLE WIDTH STORM EASEMENT LOCATED IN	BOOK XX	PG. XX
	SHEET 1 OF 5	DATE: 1-25-2017
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	FILE CODE: EA-10 STORM	
SCALE: 1 INCH = 200 FEET		
	 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.5000	

12/13/17 ADD BIOSWALE




CLIENT	PULTE HOMES	
SKETCH AND DESCRIPTION OF A VARIABLE WIDTH STORM EASEMENT LOCATED IN	JOB: 14091056	CAD EA-10
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	DR: SW	PR: LMD
SCALE: 1 INCH = 200 FEET	BOOK: XX	PG: XX
	SHEET 2 OF 5	DATE: 1-25-2017
	FILE CODE: EA-10 STORM	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N88°03'23"E	40.23'
L2	N88°03'23"E	306.96'
L3	N02°52'18"W	230.23'
L4	N15°58'39"W	44.11'
L5	N02°52'18"W	191.60'
L6	S87°07'42"W	95.85'
L7	N21°40'50"W	8.50'
L8	N87°07'42"E	210.00'
L9	S02°52'18"E	14.12'
L10	S86°56'56"W	110.00'
L11	S02°52'18"E	85.53'
L12	N87°07'42"E	105.35'
L13	N87°56'03"E	4.93'
L14	S02°52'18"E	21.18'
L15	S67°56'03"W	1.34'
L16	S87°07'42"W	108.73'
L17	S02°52'18"E	83.90'
L18	S16°00'13"E	44.02'
L19	S02°52'18"E	232.53'
L20	S01°35'16"E	41.60'
L21	S08°29'54"W	56.78'
L22	N82°52'33"W	8.00'
L23	S02°52'15"E	47.81'
L24	S78°39'30"E	22.25'
L25	S88°18'38"E	97.17'
L26	N87°09'35"E	1.57'
L27	S02°52'18"E	42.82'
L28	N24°00'36"W	25.04'
L29	N88°18'38"W	92.97'
L30	N78°39'30"W	85.18'
L31	S13°15'00"W	94.83'
L32	S11°20'02"W	15.46'
L33	N78°39'56"W	105.11'

LINE TABLE		
LINE #	BEARING	LENGTH
L34	S88°03'23"W	51.03'
L35	N02°52'21"W	224.54'
L36	N87°07'42"E	60.00'
L37	N87°07'42"E	17.88'
L38	S19°15'08"W	15.00'
L39	S86°56'56"W	12.23'
L40	N02°52'18"W	13.94'
L41	N87°09'35"E	60.00'
L42	N87°09'35"E	99.94'
L43	N02°47'29"W	42.65'
L44	N26°52'24"E	40.31'
L45	N02°52'18"W	377.34'
L46	N87°05'32"E	20.00'
L47	S02°52'18"E	94.99'
L48	N87°06'36"E	100.00'
L49	S02°52'18"E	20.00'
L50	S87°06'36"W	100.00'
L51	S02°52'18"E	267.67'
L52	S26°52'24"W	40.31'
L53	S02°52'18"E	96.70'
L54	S10°15'36"E	61.15'
L55	S87°07'42"W	0.76'
L56	S84°57'06"W	9.47'
L57	N10°15'36"W	60.40'
L58	N02°52'18"W	40.65'
L59	S87°09'35"W	100.00'
L60	N02°52'18"W	20.00'
L61	N87°52'17"E	60.01'
L62	N87°08'43"E	95.00'
L63	N02°52'18"W	395.00'
L64	S87°08'43"W	95.00'
L65	N02°52'18"W	20.00'
L66	N87°08'43"E	115.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L67	S02°52'18"E	484.99'
L68	S87°07'42"W	20.00'
L69	N02°52'18"W	50.00'
L70	S87°08'43"W	95.00'
L71	N02°52'18"W	20.00'
L72	S13°06'28"E	60.97'
L73	S25°46'08"E	4.21'
L74	S01°59'49"E	96.26'
L75	N87°41'56"E	84.08'
L76	N76°54'17"E	174.56'
L77	N00°15'08"E	96.85'
L78	N02°52'18"W	295.78'
L79	N87°07'42"E	20.00'
L80	S02°52'18"E	296.32'
L81	S00°15'08"W	113.21'
L82	S76°54'17"W	192.26'
L83	S87°41'56"W	98.62'
L84	S02°52'18"E	0.34'
L85	S86°47'15"W	92.37'
L86	S87°59'15"W	192.54'
L87	N01°59'49"W	20.00'
L88	N87°59'15"E	192.33'
L89	N86°47'15"E	85.13'
L90	N01°59'49"W	92.61'
L91	N25°46'08"W	8.19'
L92	N86°30'08"E	21.61'
L93	N02°52'51"W	20.00'
L94	N88°03'23"E	59.03'
L95	N15°48'04"W	82.47'
L96	N74°11'56"E	20.00'
L97	S15°48'04"E	87.40'
L98	N88°03'23"E	7.83'
L99	S01°56'37"E	20.00'


CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH STORM EASEMENT LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOV OAKLAND COUNTY, MICHIGAN	JOB: 14001056 DR: SW BOOK: XX SHEET: 3 OF 5 FILE CODE: EA-10 STORM	CAD: EA-10 CH: LMD PG: XX DATE: 1-25-2017
	 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	

DESCRIPTION OF A 21.592 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet for a PLACE OF BEGINNING; thence N02°52'51"W 345.00 feet along the East line of said Dixon Road; thence N88°03'23"E (recorded as East) 347.19 feet; thence N02°52'18"W 230.23 feet; thence S88°03'23"W (recorded as West) 347.23 feet; thence N02°52'51"W 425.13 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 947.25 feet; thence S02°52'18"E (recorded as S00°52'E and S02°17'20"E) 1117.20 feet along the West line of "Carlton Forest", Oakland County Condominium Subdivision Plan Number 1241, recorded in Liber 21184, Page 001, Oakland County Records; thence the following two courses along the North and West lines of "Stoneridge Office Park Condominium of Novi", Oakland County Condominium Plan Number 1852, recorded in Liber 37191, Page 92, Oakland County Records: S87°41'56"W (recorded as S87°42'05"W) 294.00 feet and S02°52'18"E (recorded as S02°52'09"E) 7.35 feet; thence S88°00'11"W (recorded as West) 317.57 feet; thence N01°59'49"W 114.63 feet; thence S88°03'23"W (recorded as West) 337.37 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 10, containing 21.592 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

LINE TABLE		
LINE #	BEARING	LENGTH
L100	S88°03'23"W	87.13'
L101	N87°20'59"E	137.38'
L102	N87°20'59"E	629.88'
L103	S02°52'18"E	15.00'
L104	S87°20'59"W	616.69'
L105	S43°50'14"W	102.09'
L106	S07°27'21"W	133.68'
L107	N87°13'03"E	107.22'
L108	N61°48'11"E	6.56'
L109	S02°52'18"E	26.54'
L110	N02°52'16"W	45.68'
L111	S87°13'03"W	123.43'
L112	N07°27'21"E	164.19'
L113	N43°50'14"E	109.39'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	20.04'	30.00'	38°16'49"	N67°59'18"E	19.67'
C2	60.25'	260.00'	13°16'40"	N85°18'17"W	60.12'
C3	9.88'	260.00'	2°10'36"	S86°02'24"W	9.88'
C4	9.58'	25.00'	21°56'45"	S13°50'41"E	9.52'
C5	37.30'	42.00'	50°52'48"	S22°34'06"W	36.08'

CLIENT PULTE HOMES	JOB: 14001056	CAD: EA-10
	DR: SW	CHK: LMD
SKETCH AND DESCRIPTION OF A VARIABLE WIDTH STORM EASEMENT LOCATED IN	BOOK: XX	PC: XX
	SHEET 4 OF 5	DATE: 1-25-2017
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	FILE CODE: EA-10 STORM	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

DESCRIPTION OF A VARIABLE WIDTH STORM EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 345.00 feet along the East line of said Dixon Road; thence N88°03'23"E 40.23 feet for a PLACE OF BEGINNING; thence continuing N88°03'23"E 306.96 feet; thence N02°52'18"W 230.23 feet; thence N15°58'39"W 44.11 feet; thence N02°52'18"W 191.60 feet; thence S87°07'42"W 95.85 feet; thence N21°40'50"W 8.50 feet; thence 20.04 feet along the arc of a 30.00 foot radius curve to the right, having a chord bearing N67°59'18"E 19.67 feet; thence N87°07'42"E 210.00 feet to Reference Point "A"; thence S02°52'18"E 14.12 feet; thence S86°56'56"W 110.00 feet; thence S02°52'18"E 85.53 feet; thence N87°07'42"E 105.35 feet; thence N67°56'03"E 4.93 feet; thence S02°52'18"E 21.18 feet; thence S67°56'03"W 1.34 feet; thence S87°07'42"W 108.73 feet; thence S02°52'18"E 83.90 feet; thence S16°00'13"E 44.02 feet; thence S02°52'18"E 232.53 feet; thence S01°35'16"E 41.60 feet; thence S08°29'54"W 56.78 feet; thence N82°52'33"W 8.00 feet; thence S02°52'15"E 47.81 feet; thence S78°39'30"E 22.25 feet; thence S88°18'38"E 97.17 feet; thence N87°09'35"E 1.57 feet to Reference Point "B"; thence S02°52'18"E 42.82 feet; thence N24°00'36"W 25.04 feet; thence N88°18'38"W 92.97 feet; thence N78°39'30"W 85.18 feet; thence S13°15'00"W 94.83 feet; thence S11°20'02"W 15.46 feet; thence N78°39'56"W 105.11 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the left, having a chord bearing N85°18'17"W 60.12 feet; thence S88°03'23"W 51.03 feet; thence N02°52'21"W 224.54 feet to the Place of Beginning.

ALSO: Commencing at aforementioned Reference Point "A", thence N87°07'42"E 60.00 feet for a PLACE OF BEGINNING; thence continuing N87°07'42"E 17.88 feet; thence S19°15'08"W 15.00 feet; thence S86°56'56"W 12.23 feet; thence N02°52'18"W 13.94 feet to the Place of Beginning.


ALSO: Commencing at aforementioned Reference Point "B", thence N87°09'35"E 60.00 feet for a PLACE OF BEGINNING; thence continuing N87°09'35"E 99.94 feet; thence N02°47'29"W 42.65 feet; thence N26°52'24"E 40.31 feet; thence N02°52'18"W 377.34 feet; thence N87°05'32"E 20.00 feet; thence S02°52'18"E 94.99 feet; thence N87°06'36"E 100.00 feet to Reference Point "C"; thence S02°52'18"E 20.00 feet; thence S87°06'36"W 100.00 feet; thence S02°52'18"E 267.67 feet; thence S26°52'24"W 40.31 feet; thence S02°52'18"E 96.70 feet; thence S10°15'36"E 61.15 feet to Reference Point "D"; thence S87°07'42"W 0.76 feet; thence 9.88 feet along the arc of a 260.00 foot radius curve to the left, having a chord bearing S86°02'24"W 9.88 feet; thence S84°57'06"W 9.47 feet; thence N10°15'36"W 60.40 feet; thence N02°52'18"W 40.65 feet; thence S87°09'35"W 100.00 feet; thence N02°52'18"W 20.00 feet to the Place of Beginning.

ALSO: Commencing at aforementioned Reference Point "C", thence N87°52'17"E 60.01 feet for a PLACE OF BEGINNING; thence N87°08'43"E 95.00 feet; thence N02°52'18"W 395.00 feet; thence S87°08'43"W 95.00 feet; thence N02°52'18"W 20.00 feet; thence N87°08'43"E 115.00 feet; thence S02°52'18"E 484.99 feet; thence S87°07'42"W 20.00 feet; thence N02°52'18"W 50.00 feet; thence S87°08'43"W 95.00 feet; thence N02°52'18"W 20.00 feet to the Place of Beginning.

ALSO: Commencing at aforementioned Reference Point "D", thence S13°06'28"E 60.97 feet for a PLACE OF BEGINNING; thence S25°46'08"E 4.21 feet; thence S01°59'49"E 96.26 feet; thence N87°41'56"E 84.08 feet; thence N76°54'17"E 174.56 feet; thence N00°15'08"E 96.85 feet; thence N02°52'18"W 295.78 feet; thence N87°07'42"E 20.00 feet; thence S02°52'18"E 296.32 feet; thence S00°15'08"W 113.21 feet; thence S76°54'17"W 192.26 feet; thence S87°41'56"W 98.62 feet; thence S02°52'18"E 0.34 feet; thence S86°47'15"W 92.37 feet; thence S87°59'15"W 192.54 feet; thence N01°59'49"W 20.00 feet; thence N87°59'15"E 192.33 feet; thence N86°47'15"E 85.13 feet; thence N01°59'49"W 92.61 feet; thence N25°46'08"W 8.19 feet; thence N86°30'08"E 21.61 feet to the Place of Beginning.

ALSO: Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 575.23 feet along the East line of said Dixon Road for a PLACE OF BEGINNING; thence continuing N02°52'51"W 20.00 feet; thence N88°03'23"E 59.03 feet; thence N15°48'04"W 82.47 feet; thence N74°11'56"E 20.00 feet; thence S15°48'04"E 87.40 feet; thence N88°03'23"E 7.83 feet; thence S01°56'37"E 20.00 feet; thence S88°03'23"W 87.13 feet to the Place of Beginning.

ALSO: Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 1000.36 feet along the East line of said Dixon Road; thence N87°20'59"E 137.38 feet for a PLACE OF BEGINNING; thence continuing N87°20'59"E 629.88 feet; thence S02°52'18"E 15.00 feet; thence S87°20'59"W 616.69 feet; thence S43°50'14"W 102.09 feet; thence S07°27'21"W 133.68 feet; thence N87°13'03"E 107.22 feet; thence N61°48'11"E 6.56 feet; thence 9.58 feet along the arc of a 25.00 foot radius curve to the right, having a chord bearing S13°50'41"E 9.52 feet; thence S02°52'18"E 26.54 feet; thence 37.30 feet along the arc of a 42.00 foot radius curve to the right, having a chord bearing S22°34'06"W 36.08 feet; thence N02°52'16"W 45.68 feet; thence S87°13'03"W 123.43 feet; thence N07°27'21"E 164.19 feet; thence N43°50'14"E 109.39 feet to the Place of Beginning.

CLIENT PULTE HOMES	JOB: 14001056	CAD: EA-10
	DR: SW	CR: LMD
SKETCH AND DESCRIPTION OF A VARIABLE WIDTH STORM EASEMENT LOCATED IN	BOOK: XX	PIC: XX
	SHEET: 5 OF 5	DATE: 1-25-2017
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	FILE CODE: EA-10 STORM	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		



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.jrsjlaw.com

January 26, 2018

Jeffrey Herczeg, Director of Public Services
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Dixon Meadows Phase I PJSP14-46
Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following documents for Dixon Meadows, Phase I, and have the following comments:

Phase I

1. Sanitary Sewer System Easement (**Approved**)
2. Water System Easement (**Approved**)
3. Sidewalk Easement (**Approved**)
4. Warranty Deed – Dixon Road Right-of-Way (**Approved**)
5. Warranty Deed – Interior Roads (**Approved**)
6. Revised Storm Drainage Facility Maintenance Easement Agreement (**Approved**)

Water System and Sanitary Sewer Easement

Pulte Homes of Michigan, LLC, seeks to convey the Water System and Sanitary Sewer Easements and corresponding Bill of Sale for water main and sanitary sewer facilities serving Phase I of the Dixon Meadows residential site condominium development, to the City. We have reviewed and approve the format and language of the above Water and Sanitary Sewer System Easements, corresponding Bill of Sale. The easements are consistent with the title commitment provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Maintenance and Guarantee Bond is in the City's standard format and is in place to guarantee the materials and workmanship of the water and sanitary sewer system facilities for two years from the date of acceptance.

Sidewalk Easement

The Sidewalk Easement is in the City's standard format and is acceptable. The exhibits have been reviewed and approved by the City's Consulting Engineer.

Warranty Deeds

The Warranty Deeds for Dixon Road right-of-way and the Phase I interior roads to the condominium appear to be in order. The exhibits have been reviewed and approved by the City's Consulting Engineer. It is our understanding that the interior roads will be accepted at a later date. At that time, a Bill of Sale for Paving will be required.

Once accepted pursuant to Affidavit of the City Engineer, the Water and Sanitary Sewer System Easements should be recorded with the Oakland County Register of Deeds in the usual manner.

The Warranty Deed for Dixon Road and Sidewalk Easement should be placed on an upcoming City Council Agenda for acceptance. The Warranty Deed for the interior roads should be retained in the City's file until the roads are ready for acceptance. Once accepted, the Water and Sanitary Sewer Easements, Sidewalk Easement, and Warranty Deed for Dixon Road Right-of-Way should be recorded with the Oakland County Register of Deeds in the usual manner. The Bills of Sale and Title Search should be retained in the City's file.

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

- C: Cortney Hanson, Clerk (w/Enclosures-Originals)
- Charles Boulard, Community Development Director (w/Enclosures)
- Barb McBeth, City Planner (w/Enclosures)
- Sri Komaragiri, Planner (w/Enclosures)
- Lindsay Bell, Planner (w/Enclosures)
- Hannah Smith, Planning Assistant (w/Enclosures)
- Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
- George Melistas, Senior Engineering Manager (w/Enclosures)
- Theresa Bridges, Construction Engineer (w/Enclosures)
- Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)

Jeffrey Herczeg, Director of Public Services
January 26, 2018
Page 3

Michael Freckelton, Taylor Reynolds, and Ted Meadows, Spalding DeDecker
(w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Gregory J. Gamalski (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 100 Bloomfield Parkway, Suite 150, Bloomfield Hills, Michigan 48304, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 10, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Grantor’s Property Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 16 day of January, 2018.

{Signature begins on following page}

Signed by:

Pulte Homes of Michigan LLC, a Michigan limited liability company.

Paul Schyck

By: Paul Schyck
Its: Director of Land Development

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 16 day of January, 2018, by Paul Schyck, as the Director of Land Development for Pulte Homes of Michigan LLC, a Michigan limited liability company.

Deborah Altman
Notary Public *Deborah Altman*
Oakland County, Michigan
My Commission Expires: *July 3, 2023*

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of *Oakland*

DRAFTED BY:

Nicholas P. Scavone, Jr
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226

WHEN RECORDED RETURN TO:

City of Novi Clerk
45175 W. Ten Mile Rd.
Novi, Michigan 48375

EXHIBIT A

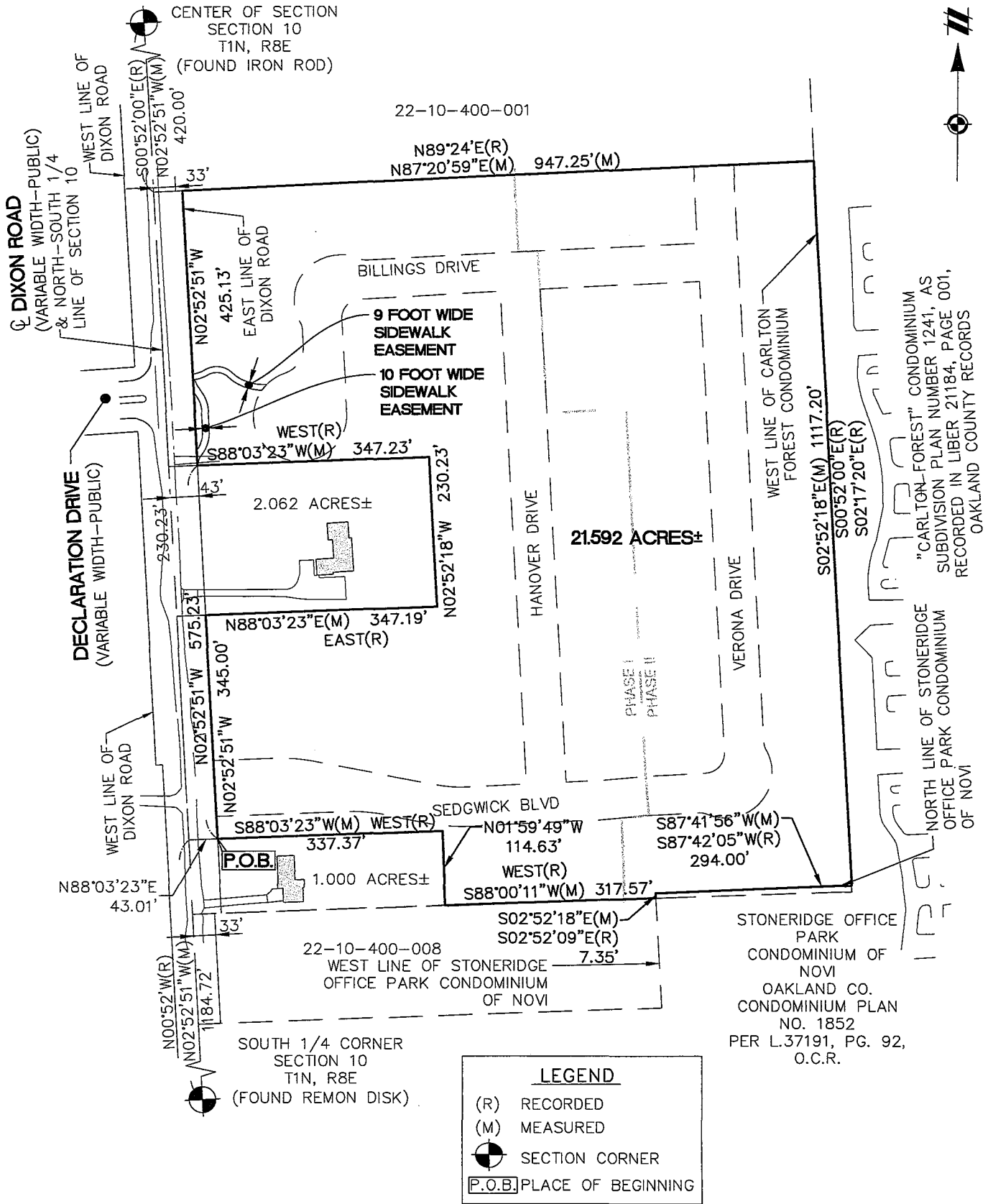
GRANTOR'S PROPERTY

LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

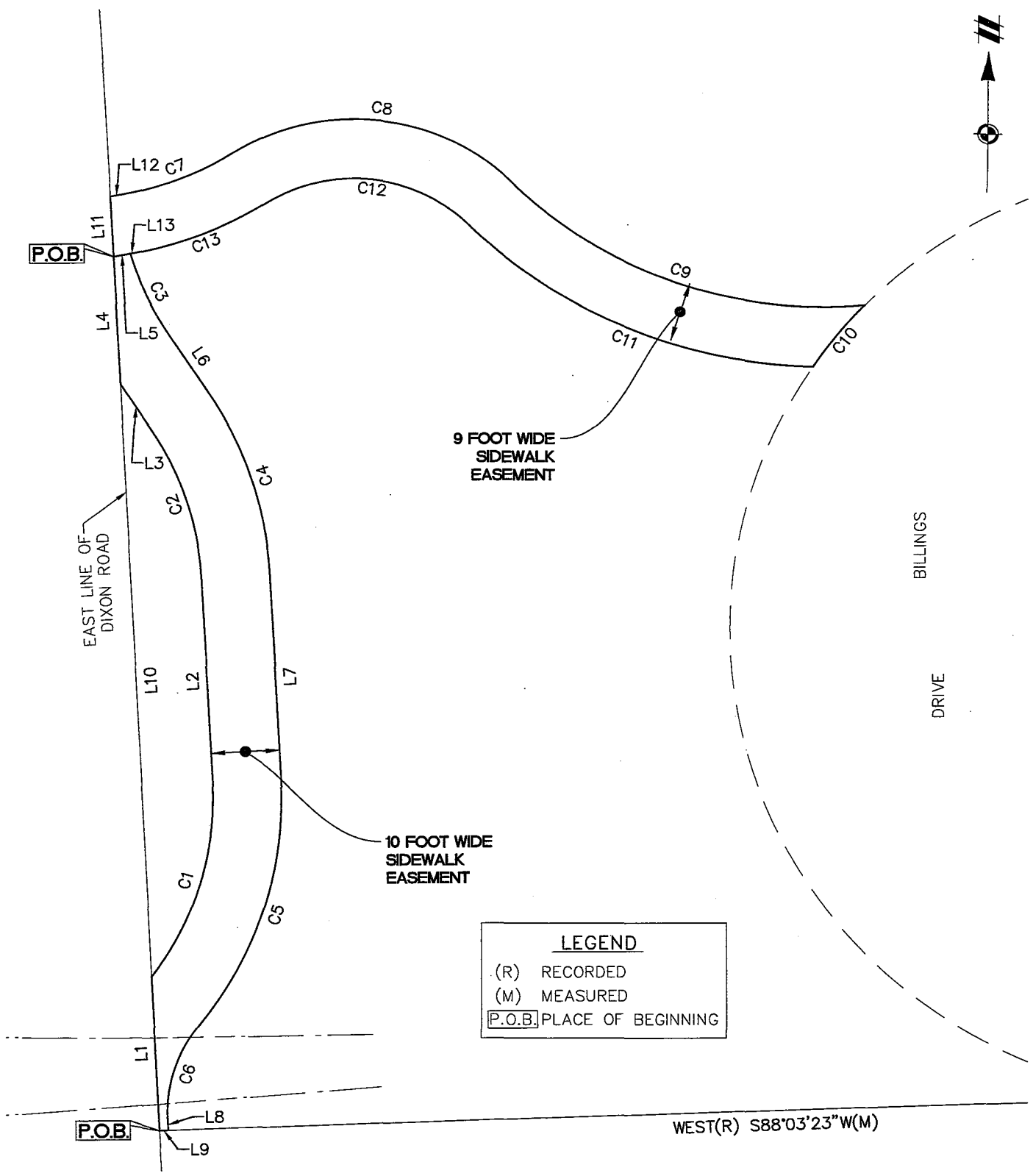
Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet for a PLACE OF BEGINNING; thence N02°52'51"W 345.00 feet along the East line of said Dixon Road; thence N88°03'23"E (recorded as East) 347.19 feet; thence N02°52'18"W 230.23 feet; thence S88°03'23"W (recorded as West) 347.23 feet; thence N02°52'51"W 425.13 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 947.25 feet; thence S02°52'18"E (recorded as S00°52'E and S02°17'20"E) 1117.20 feet along the West line of "Carlton Forest", Oakland County Condominium Subdivision Plan Number 1241, recorded in Liber 21184, Page 001, Oakland County Records; thence the following two courses along the North and West lines of "Stoneridge Office Park Condominium of Novi", Oakland County Condominium Plan Number 1852, recorded in Liber 37191, Page 92, Oakland County Records: S87°41'56"W (recorded as S87°42'05"W) 294.00 feet and S02°52'18"E (recorded as S02°52'09"E) 7.35 feet; thence S88°00'11"W (recorded as West) 317.57 feet; thence N01°59'49"W 114.63 feet; thence S88°03'23"W (recorded as West) 337.37 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 10, containing 21.592 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

Tax Parcel Numbers: 50-22-10-400-002; 50-22-10-400-003; 50-22-10-400-071; 50-22-10-400-005; 50-22-10-400-006 and 50-22-10-400-073

EXHIBIT B
SIDEWALK EASEMENT AREA
(see attached)



CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF TWO SIDEWALK EASEMENTS LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN SCALE: 1 INCH = 200 FEET	JOB: 14001056 DR. SW BOOK XX SHEET 1 OF 4 FILE CODE:	CAD EA-13 CH. LMD PG. XX DATE: 3-14-2017 EA-13 SIDEWALK
	ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	
	0 100 200 	
	22-10-400-001 2.062 ACRES± 1.000 ACRES± 22-10-400-008 STONERIDGE OFFICE PARK CONDOMINIUM OF NOVI CARLTON-FOREST CONDOMINIUM	



9 FOOT WIDE
SIDEWALK
EASEMENT


10 FOOT WIDE
SIDEWALK
EASEMENT

LEGEND	
(R)	RECORDED
(M)	MEASURED
[P.O.B.]	PLACE OF BEGINNING

CLIENT	PULTE HOMES	
SKETCH AND DESCRIPTION OF TWO SIDEWALK EASEMENTS LOCATED IN		
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN		
SCALE:	0 10 20	
1 INCH = 20 FEET		
JOB:	14001056	CAD EA-13
DR.	SW	CH. LMD
BOOK	XX	PG. XX
SHEET	2 OF 4	DATE: 3-14-2017
FILE CODE:	EA-13 SIDEWALK	
ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N02°52'51"W	23.12'
L2	N02°56'08"W	31.11'
L3	N33°25'19"W	8.13'
L4	N02°52'51"W	19.33'
L5	N79°43'22"E	2.48'
L6	S33°25'19"E	10.14'
L7	S02°56'08"E	31.11'
L8	S02°52'21"E	1.68'
L9	S88°03'23"W	1.26'
L10	N02°52'51"W	89.24'
L11	N02°52'51"W	9.08'
L12	N79°43'22"E	1.83'
L13	S79°43'22"W	2.99'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	30.99'	44.50'	39°54'10"	N17°00'57"E	30.37'
C2	23.68'	44.50'	30°29'11"	N18°10'44"W	23.40'
C3	13.87'	45.50'	17°28'08"	S24°41'15"E	13.82'
C4	29.00'	54.50'	30°29'11"	S18°10'44"E	28.66'
C5	39.80'	54.50'	41°50'34"	S17°59'09"W	38.92'
C6	14.95'	20.50'	41°46'46"	S18°01'02"W	14.62'
C7	17.40'	45.50'	21°54'51"	N68°45'57"E	17.30'
C8	44.97'	32.90'	78°18'36"	S83°02'10"E	41.55'
C9	56.09'	65.19'	49°18'05"	S70°27'21"E	54.38'
C10	11.94'	70.00'	9°46'22"	S39°12'07"W	11.92'
C11	55.66'	74.19'	42°59'09"	N67°10'06"W	54.36'
C12	32.80'	23.90'	78°37'55"	N82°52'31"W	30.29'
C13	20.84'	54.50'	21°54'51"	S68°45'57"W	20.72'

CLIENT PULTE HOMES	JOB: 14001056	CAD EA-13
	DR. SW	CH. LMD
SKETCH AND DESCRIPTION OF TWO SIDEWALK EASEMENTS LOCATED IN	BOOK XX	PG. XX
	SHEET 3 OF 4	DATE: 3-14-2017
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	FILE CODE: EA-13 SIDEWALK	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

DESCRIPTION OF A 21.592 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)


Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet for a PLACE OF BEGINNING; thence N02°52'51"W 345.00 feet along the East line of said Dixon Road; thence N88°03'23"E (recorded as East) 347.19 feet; thence N02°52'18"W 230.23 feet; thence S88°03'23"W (recorded as West) 347.23 feet; thence N02°52'51"W 425.13 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 947.25 feet; thence S02°52'18"E (recorded as S00°52'E and S02°17'20"E) 1117.20 feet along the West line of "Carlton Forest", Oakland County Condominium Subdivision Plan Number 1241, recorded in Liber 21184, Page 001, Oakland County Records; thence the following two courses along the North and West lines of "Stoneridge Office Park Condominium of Novi", Oakland County Condominium Plan Number 1852, recorded in Liber 37191, Page 92, Oakland County Records: S87°41'56"W (recorded as S87°42'05"W) 294.00 feet and S02°52'18"E (recorded as S02°52'09"E) 7.35 feet; thence S88°00'11"W (recorded as West) 317.57 feet; thence N01°59'49"W 114.63 feet; thence S88°03'23"W (recorded as West) 337.37 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 10, containing 21.592 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

DESCRIPTION OF A 9 FOOT WIDE SIDEWALK EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 706.92 feet along the East line of said Dixon Road for a PLACE OF BEGINNING; thence continuing N02°52'51"W 9.08 feet along the East line of said Dixon Road; thence N79°43'22"E 1.83 feet; thence 17.40 feet along the arc of a 45.50 foot radius curve to the left, having a chord bearing N68°45'57"E 17.30 feet; thence 44.97 feet along the arc of a 32.90 foot radius curve to the right, having a chord bearing S83°02'10"E 41.55 feet; thence 56.09 feet along the arc of a 65.19 foot radius curve to the left, having a chord bearing S70°27'21"E 54.38 feet; thence 11.94 feet along the arc of a 70.00 foot radius curve to the left, having a chord bearing S39°12'07"W 11.92 feet; thence 55.66 feet along the arc of a 74.19 foot radius curve to the right, having a chord bearing N67°10'06"W 54.36 feet; thence 32.80 feet along the arc of a 23.90 foot radius curve to the left, having a chord bearing N82°52'31"W 30.29 feet; thence 20.84 feet along the arc of a 54.50 foot radius curve to the right, having a chord bearing S68°45'57"W 20.72 feet; thence S79°43'22"W 2.99 feet to the Place of Beginning.

DESCRIPTION OF A 10 FOOT WIDE SIDEWALK EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 575.23 feet along the East line of said Dixon Road for a PLACE OF BEGINNING; thence continuing N02°52'51"W 23.12 feet along the East line of said Dixon Road; thence 30.99 feet along the arc of a 44.50 foot radius curve to the left, having a chord bearing N17°00'57"E 30.37 feet; thence N02°56'08"W 31.11 feet; thence 23.68 feet along the arc of a 44.50 foot radius curve to the left, having a chord bearing N18°10'44"W 23.40 feet; thence N33°25'19"W 8.13 feet; thence N02°52'51"W 19.33 feet along the East line of said Dixon Road; thence N79°43'22"E 2.48 feet; thence 13.87 feet along the arc of a 45.50 foot radius curve to the left, having a chord bearing S24°41'15"E 13.82 feet; thence S33°25'19"E 10.14 feet; thence 29.00 feet along the arc of a 54.50 foot radius curve to the right, having a chord bearing S18°10'44"E 28.66 feet; thence S02°56'08"E 31.11 feet; thence 39.80 feet along the arc of a 54.50 foot radius curve to the right, having a chord bearing S17°59'09"W 38.92 feet; thence 14.95 feet along the arc of a 20.50 foot radius curve to the left, having a chord bearing S18°01'02"W 14.62 feet; thence S02°52'21"E 1.68 feet; thence S88°03'23"W (recorded as West) 1.26 feet to the Place of Beginning.

CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF TWO SIDEWALK EASEMENTS LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD EA-13
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 4 OF 4	DATE: 3-14-2017
	FILE CODE: EA-13 SIDEWALK	
	 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	

WARRANTY DEED
(Dixon Road Right of Way)

KNOW ALL BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is: 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48034, conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan:

See attached Exhibit A and Exhibit B made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Dollar (\$1.00), subject to easements, restrictions, and other matters of record, existing utilities, rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, highway or drainage purposes, if any, zoning ordinances, and the lien of real estate taxes not yet due and payable.

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, MCL 560.108, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

This Property is being conveyed for, and is restricted to, use as a public road only and related improvements, and for public and private utilities.

This Deed is exempt from State and Local transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

EXHIBIT A

LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

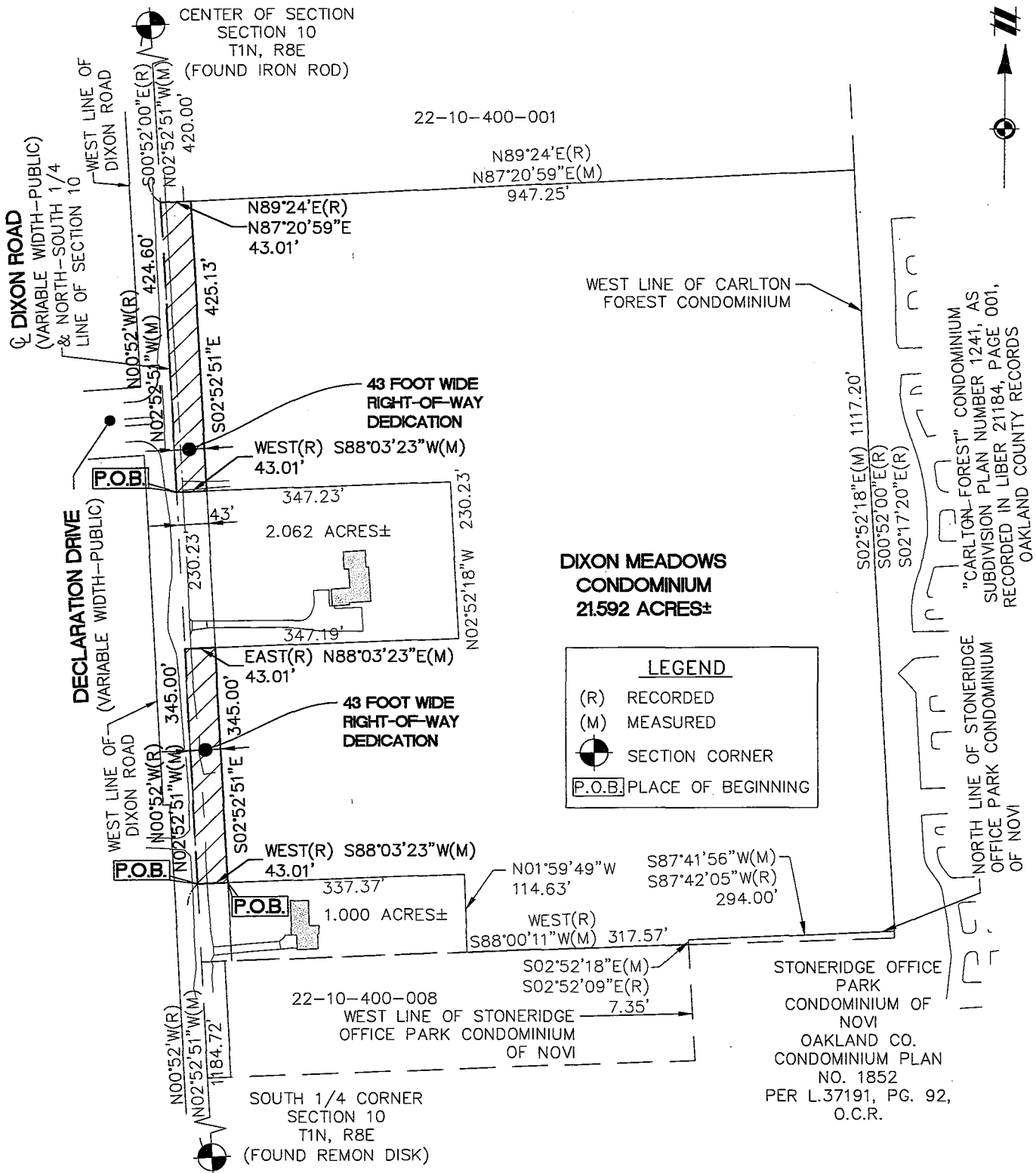
Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width) for a PLACE OF BEGINNING; thence continuing N02°52'51"W (recorded as N00°52'W) 345.00 feet along the North-South 1/4 line of said Section 10 and the centerline of said Dixon Road; thence N88°03'23"E (recorded as East) 43.01 feet; thence S02°52'51"E 345.00 feet; thence S88°03'23"W (recorded as West) 43.01 feet to the Place of Beginning, containing 0.34 acres of land, more or less, being a part of the Southeast 1/4 of said Section 10.

ALSO: Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1759.95 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width) for a PLACE OF BEGINNING; thence continuing N02°52'51"W (recorded as N00°52'W) 424.60 feet along the North-South 1/4 line of said Section 10 and the centerline of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 43.01 feet; thence S02°52'51"E 425.13 feet; thence S88°03'23"W (recorded as West) 43.01 feet to the Place of Beginning, containing 0.42 acres of land, more or less, being a part of the Southeast 1/4 of said Section 10, and totaling 0.76 acres of land, more or less.

Part of Tax Parcel No. 50-22-10-400-002; 50-22-10-400-003; 50-22-10-400-005 and 50-22-10-400-006

EXHIBIT B

(see attached)



CLIENT
PULTE HOMES

SKETCH AND DESCRIPTION
OF A RIGHT-OF-WAY
DEDICATION FOR DIXON ROAD
LOCATED IN

SECTION 10 TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:
1 INCH = 200 FEET

JOB: 14001056 CAD EA-06

DR. SW CH. LMD

BOOK XX PG. XX

SHEET 1 OF 2 DATE: 1-23-2017

FILE CODE: EA-06 ROW DEDICATION


ATWELL
866.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

2/1/2017-REV. PER ATTY.

DESCRIPTION OF A 43 FOOT WIDE RIGHT OF WAY DEDICATION FOR DIXON ROAD LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width) for a **PLACE OF BEGINNING**; thence continuing N02°52'51"W (recorded as N00°52'W) 345.00 feet along the North-South 1/4 line of said Section 10 and the centerline of said Dixon Road; thence N88°03'23"E (recorded as East) 43.01 feet; thence S02°52'51"E 345.00 feet; thence S88°03'23"W (recorded as West) 43.01 feet to the Place of Beginning, containing 0.34 acres of land, more or less, being a part of the Southeast 1/4 of said Section 10.

ALSO: Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1759.95 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width) for a **PLACE OF BEGINNING**; thence continuing N02°52'51"W (recorded as N00°52'W) 424.60 feet along the North-South 1/4 line of said Section 10 and the centerline of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 43.01 feet; thence S02°52'51"E 425.13 feet; thence S88°03'23"W (recorded as West) 43.01 feet to the Place of Beginning, containing 0.42 acres of land, more or less, being a part of the Southeast 1/4 of said Section 10, and totaling 0.76 acres of land, more or less.

CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A RIGHT-OF-WAY DEDICATION FOR DIXON ROAD LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD EA-06
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 2 OF 2	DATE: 1-23-2017
FILE CODE: EA-06 ROW DEDICATION		
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

2/1/2017-REV. PER ATTY.

October 18, 2017

Paul Schyck
Pulte Homes of MI
100 Bloomfield Hills Parkway, Suite 150
Bloomfield Hills, Michigan 48304

Re: Dixon Meadows Phase 1 - Acceptance Documents Review
Novi # JSP14-0046
SDA Job No. NV17-210
EXHIBITS APPROVED

Dear Mr. Schyck:

We have reviewed the Acceptance Document Package received by our office on October 5, 2017 against the Final Site Plan (Stamping Set) approved on March 1, 2017. We offer the following comments:

Final Acceptance Documents:

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

1. On-Site Water System Easement (Phase 1) – (executed: exhibit dated 03-13-17 & 03-28-17) – Exhibits Approved.
2. On-Site Sanitary Sewer Easement (Phase 1) – (executed: exhibit 07-06-2017) – Exhibits Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement – (executed: exhibit dated 01-25-17) – Exhibits Approved.
4. Sidewalk Easement – (executed: exhibit dated 3-14-17) – Exhibits Approved.
5. Warranty Deed for Dixon Road Right-of-Way – (executed, unrecorded, dated 02-01-17) – Exhibits Approved.
6. Warranty Deed for Interior Road Right-of-Way (Phase 1) – (executed, unrecorded, dated 03-13-17) – Exhibits Approved.
7. Bills of Sale: Sanitary Sewer System and Water Supply System (Phase 1) – SUPPLIED – Approved.
8. Full Unconditional Waivers of Lien from contractors installing public utilities (Phase 1) – SUPPLIED – Approved.
9. Full Unconditional Waivers of Lien from contractors installing streets (Phase 1) – NOT SUPPLIED – Due at the time of street acceptance.
10. Sworn Statement (Utilities) (Phase 1) - SUPPLIED – Approved.

11. Sworn Statement (streets) (Phase 1) - NOT SUPPLIED – Due at the time of street acceptance.
12. Maintenance and Guarantee Bond – (in the amount of \$1,029,363.75) – SUPPLIED - Approved.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated December 19, 2016 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,
SPALDING DEDECKER



Brittany Allen, EIT
Engineer

Cc (via Email): George Melistas, City Engineering Senior Manager
Cortney Hanson, City Clerk
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Theresa Bridges, City Construction Engineer
Darcy Rechtien, City Construction Engineer
Angie Pawlowski, City Community Development Bond Coordinator
Matt Bush, PE, Atwell, LLC