



CITY of NOVI CITY COUNCIL

Agenda Item P
February 27, 2017

SUBJECT: Approval of two Storm Drainage Facility Maintenance Easement Agreements from Haggerty Holdings, LLC for the Autoneum office building project located west of Haggerty Road south of Thirteen Mile Road (parcels 22-12-200-054 and -055).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer for the Autoneum office building project, Haggerty Holdings, LLC, requests approval of two Storm Drainage Facility Maintenance Easement Agreements for the development west of Haggerty Road and south of Thirteen Mile Road, as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance on the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular case, the property owner owns and agrees to maintain a storm water detention basin and is providing an access easement to the facility. The owner is also responsible for maintaining the pipes and manholes leading to and from the on-site storm water detention system.

The enclosed agreements have been favorably reviewed by the City Engineering consultant and the City Attorney, as described in the letter from Beth Saarela dated February 8, 2017, and is recommended for approval.

RECOMMENDED ACTION: Approval of two Storm Drainage Facility Maintenance Easement Agreements from Haggerty Holdings, LLC for the Autoneum office building project located west of Haggerty Road south of Thirteen Mile Road (parcel 22-12-200—054 and -055).

Autoneum Location Map



Map Author: Theresa Bridges
 Date: February 10, 2017
 Project:
 Version #:

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

Map users are urged to not rely on this map or substitute for any of the local or primary sources. This map was prepared in accordance with the National Map Accuracy Standards and was the most recent available source available to the project at the City of Novi. Boundary measurements and other information are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1976 as amended. Please contact the City GIS Manager for additional 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





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

February 8, 2017

George D. Melistas, Engineering Senior Manager
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Autoneum JSP14-0080
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreements for storm water drainage and detention facilities serving the parcels 054 and 055 of the Autoneum Office/Research Development. The Storm Drainage Facility Maintenance Easement Agreements are in the City's standard format and are acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached Exhibits. The Agreements appear to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreements 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/Enclosures-Originals to follow by Interoffice Mail)

George Melistas, Engineering Senior Manager
February 8, 2017
Page 2

Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Kirsten Mellem, Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Aaron Staup, Construction Engineer (w/Enclosures)
Theresa Bridges, Civil Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Glenn Jones, Dembs Development (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 30 day of January, 2017 by and between Haggerty Holdings LLC, a Michigan limited liability company, whose address is 27750 Stansbury, Suite 200 Farmington Hills, MI 48334 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 12 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of an Office development on the Property.
- B. The Office 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 Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation

along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the 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 Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, 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 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.

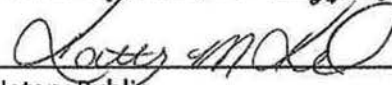
OWNER
Haggerty Holdings LLC



By: Ryan Dembs
Its: Authorized Representative

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30 day of January, 2017,
by Ryan Dembs, as the Authorized Representative of Haggerty Holdings LLC



Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 9/23/2022



CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

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

Drafted by: Elizabeth Kudla Saarela	And when recorded return to: Cortney Hanson, Clerk
--	---

Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

City of Novi
45175 Ten Mile Rd
Novi, MI 48375

EXHIBIT A

PROPERTY DESCRIPTION:

PARCEL 2:

PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S00°00'00"W 441.50 FEET ALONG THE EAST LINE OF SECTION 12, ALSO BEING THE CENTERLINE OF HAGGERTY ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W 329.94 FEET ALONG SAID EAST LINE OF SECTION 12; THENCE S88°05'18"W 1179.73 FEET; THENCE N01°54'42"W 83.50 FEET; THENCE N88°05'18"E 286.71 FEET; THENCE N01°54'42"W 71.76 FEET; THENCE N88°05'18"E 20.00 FEET; THENCE N01°54'42"W 174.50 FEET; THENCE N88°05'18"E 884.03 FEET ALONG THE SOUTH LINE OF "GARVEY'S ACRES SUB", A SUBDIVISION AS RECORDED IN LIBER 84 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS TO THE POINT OF BEGINNING, CONTAINING 7.27 ACRES OF LAND, MORE OR LESS.

PARCEL NO. 50-22-12-200-055



CLIENT:	DATE:
DEMBS DEVELOPMENT, INC.	4-11-16
	DRAWN BY: JRV
EXHIBIT A	CHECKED BY: GLM
PARCEL NO. 50-22-12-200-055	0
SECTION: 12 TOWNSHIP:1N RANGE:8E	FBK: 1
CITY OF NOVI	CHF:
OAKLAND COUNTY	SCALE HOR 1"= FT.
MICHIGAN	VER 1"= FT.

14-346

EXHIBIT B

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Outflow Control Structures	Detention Basin	Schedule
Inspect for sediment accumulation	X	X	X	X	X	X	Weekly
Removal of sediment accumulation	X	X		X	X	X	As needed & prior to turnover
Inspect for floatables and debris		X	X	X	X	X	Quarterly
Cleaning of floatables and debris		X	X	X	X	X	Quarterly & at turnover
Inspection for erosion				X		X	Weekly
Re-establish permanent vegetation on eroded slopes				X		X	As needed & prior to turnover
Replacement of stone					X	X	As needed
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer	X			X	X	X	As needed & at turnover
Make adjustments or replacements as determined by wet weather inspection	X			X	X	X	As needed
Street Sweeping							As needed

PERMANENT MAINTENANCE TASKS AND SCHEDULE

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Outflow Control Structures	Detention Basin	Schedule
Inspect for sediment accumulation	X	X	X	X	X	X	Annually
Removal of sediment accumulation	X	X		X	X	X	Every 2 years as needed
Inspect for floatables and debris		X	X	X	X	X	Annually
Cleaning of floatables and debris		X	X	X	X	X	Annually
Inspection for erosion				X		X	Annually
Re-establish permanent vegetation on eroded slopes				X		X	As needed
Replacement of stone							As needed
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer	X			X	X	X	Annually
Make adjustments or replacements as determined by wet weather inspection	X			X	X	X	As needed
Keep records of all inspections and maintenance activities						X	Annually
Keep records of all costs for inspections, maintenance, and repairs						X	Annually

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

NOTE:

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



ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 46892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

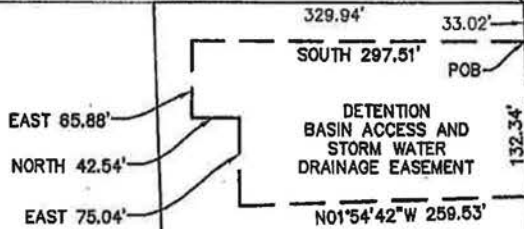
CLIENT: DEMBS DEVELOPMENT, INC.	DATE: 4-11-16
EXHIBIT B	DRAWN BY: TG
	CHECKED BY: TG
PARCEL NO. 50-22-12-200-055	SCALE: NONE
	SECTION: 12 TOWNSHIP: 1N RANGE: 8E
CITY OF NOVI OAKLAND COUNTY MICHIGAN	FBK: - CHP: - 1 14-346
	SCALE HOR 1" = - FT. VER 1" = - FT.

EXHIBIT C

HAGGERTY RD. (PROP. 120 FT. WIDE)

EAST LINE OF SECTION 12
NE CORNER SECTION 12
T1N-R8E

E 1/4 CORNER SECTION 12
T1N-R8E



PARCEL 2

DESCRIPTION:

A VARIABLE WIDTH EASEMENT FOR DETENTION BASIN ACCESS AND STORM WATER DRAINAGE LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT NORTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 771.44 FEET; THENCE S88°05'18"W 33.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°05'18"W 132.34 FEET; THENCE N01°54'42"W 259.53 FEET; THENCE EAST 75.04 FEET; THENCE NORTH 42.54 FEET; THENCE EAST 65.88 FEET; THENCE SOUTH 297.51 FEET TO THE POINT OF BEGINNING.

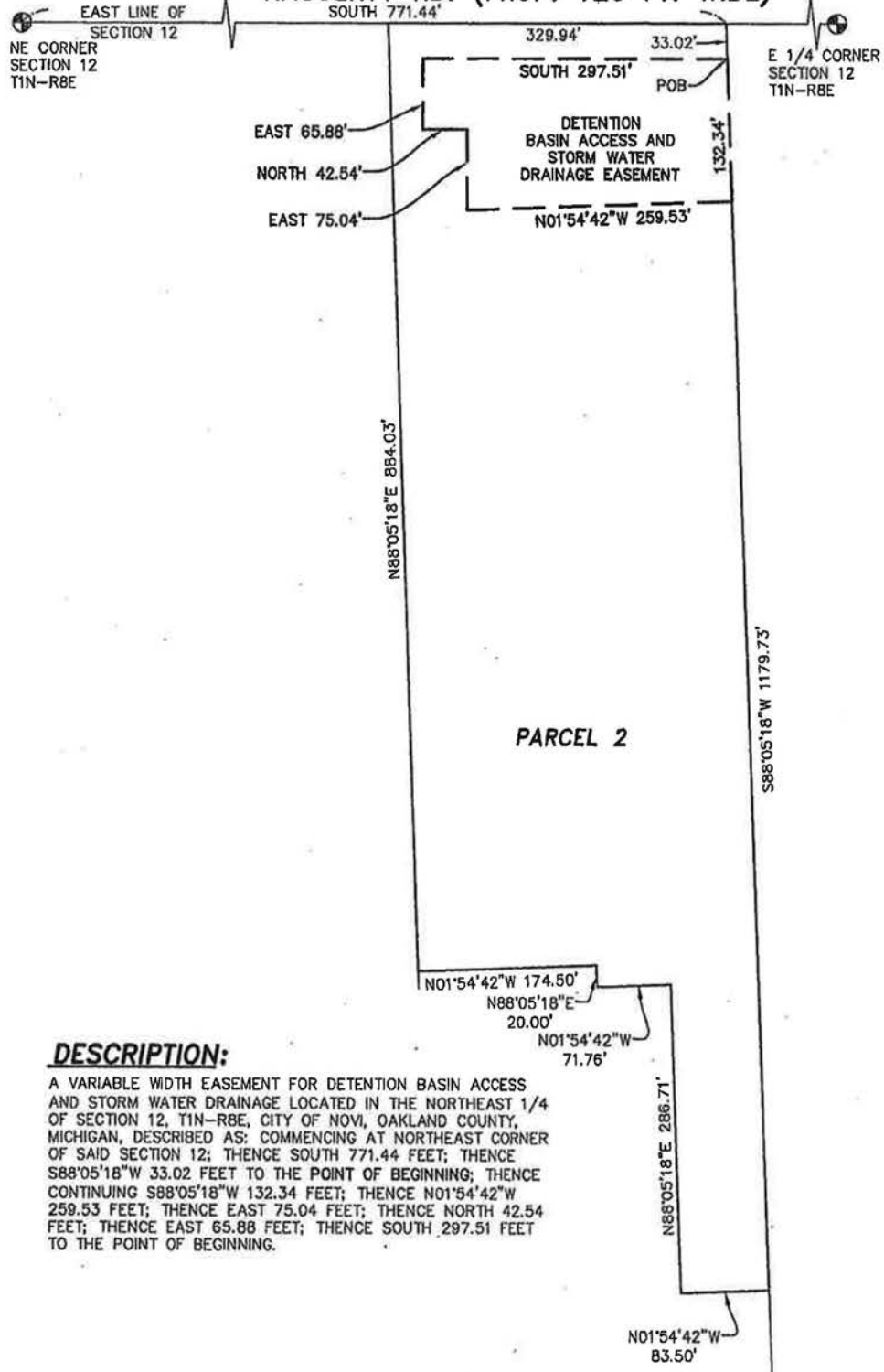
ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3785 (FAX)

CLIENT:	DATE:	4-11-16
DEMBS DEVELOPMENT, INC.	DRAWN BY:	JRV
DRAINAGE EASEMENT		
PARCEL NO. 50-22-12-200-055		
SECTION: 12	TOWNSHIP: 1N	RANGE: 8E
CITY OF NOVI OAKLAND COUNTY MICHIGAN		
CHECKED BY:	GLM	
0 60 120		
FBK:	1	
CHF:		
SCALE HOR 1"=120 FT. VER 1"=-- FT.		

14-346

EXHIBIT D

HAGGERTY RD. (PROP. 120 FT. WIDE)



DESCRIPTION:

A VARIABLE WIDTH EASEMENT FOR DETENTION BASIN ACCESS AND STORM WATER DRAINAGE LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT NORTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 771.44 FEET; THENCE S88°05'18"W 33.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°05'18"W 132.34 FEET; THENCE N01°54'42"W 259.53 FEET; THENCE EAST 75.04 FEET; THENCE NORTH 42.54 FEET; THENCE EAST 65.88 FEET; THENCE SOUTH 297.51 FEET TO THE POINT OF BEGINNING.

ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

48892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 928-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT:	DEMB'S DEVELOPMENT, INC.	DATE:	4-11-16
		DRAWN BY:	JRV
DRAINAGE EASEMENT		CHECKED BY:	GLM
PARCEL NO. 50-22-12-200-055		0 50 120	
SECTION: 12	TOWNSHIP: 1N	FBK:	1
	CITY OF NOVI	CHP:	
	OAKLAND COUNTY	SCALE HOR 1"=120 FT. VER 1"= 40 FT.	
	MICHIGAN	14-345	

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 30 day of January, 2017 by and between Haggerty Holdings LLC, a Michigan limited liability company, whose address is 27750 Stansbury, Suite 200 Farmington Hills, MI 48334 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 12 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of an Office development on the Property.
- B. The Office 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 Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation

along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the 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 Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, 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 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.

OWNER
Haggerty Holdings LLC

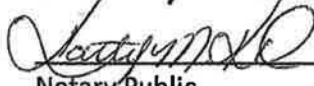


By: Ryan Dembs
Its: Authorized Representative

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30 day of January, 2017
by Ryan Dembs, as the Authorized Representative of Haggerty Holdings LLC.

KATHY M KATZ
Notary Public - Michigan
Oakland County
My Comm. Expires 9/23/2022


Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 9/23/2022

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

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

Drafted by: Elizabeth Kudla Saarela	And when recorded return to: Cortney Hanson, Clerk
--	---

Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

City of Novi
45175 Ten Mile Rd
Novi, MI 48375

EXHIBIT A

PROPERTY DESCRIPTION:

PARCEL 1:

PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S00°00'00"W 441.50 FEET ALONG THE EAST LINE OF SECTION 12, ALSO BEING THE CENTERLINE OF HAGGERTY ROAD; THENCE S88°05'18"W 884.03 FEET ALONG THE SOUTH LINE OF "GARVEY'S ACRES SUB", A SUBDIVISION AS RECORDED IN LIBER 84 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS TO THE POINT OF BEGINNING; THENCE S01°54'42"E 174.50 FEET; THENCE S88°05'18"W 20.00 FEET; THENCE S01°54'42"E 71.76 FEET; THENCE S88°05'18"W 286.71 FEET; THENCE S01°54'42"E 83.50 FEET; THENCE S88°05'18"W 195.87 FEET; THENCE N00°03'42"W 91.58 FEET; THENCE N55°24'40"E 36.22 FEET; THENCE 304.74 FEET ALONG THE ARC OF A 635.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°39'46"E 301.82 FEET; THENCE N88°05'18"E 261.09 FEET ALONG THE SOUTH LINE OF SAID "GARVEY'S ACRES SUB" TO THE POINT OF BEGINNING, CONTAINING 2.40 ACRES OF LAND, MORE OR LESS.

PARCEL NO. 50-22-12-200-054



CLIENT: DEMBS DEVELOPMENT, INC.	DATE: 4-11-16
	DRAWN BY: JRV
EXHIBIT A	CHECKED BY: GLM
PARCEL NO. 50-22-12-200-054	0
SECTION: 12 TOWNSHIP: 1N RANGE: 8E	FBK: 1
CITY OF NOVI	CHF:
OAKLAND COUNTY	SCALE HOR 1" = FL.
MICHIGAN	VER 1" = -- FL.

EXHIBIT B

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Casings	Channels & Swales	Outflow Control Structures	Detention Basin	Schedule
Inspect for sediment accumulation	X	X	X	X	X	X	Weekly
Removal of sediment accumulation	X	X		X	X	X	As needed & prior to turnover
Inspect for floatables and debris		X	X	X	X	X	Quarterly
Cleaning of floatables and debris		X	X	X	X	X	Quarterly & at turnover
Inspection for erosion				X		X	Weekly
Re-establish permanent vegetation on eroded slopes				X		X	As needed & prior to turnover
Replacement of stone					X	X	As needed
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer	X			X	X	X	As needed & at turnover
Make adjustments or replacements as determined by wet weather inspection	X			X	X	X	As needed
Street Sweeping							As needed

PERMANENT MAINTENANCE TASKS AND SCHEDULE

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Casings	Channels & Swales	Outflow Control Structures	Detention Basin	Schedule
Inspect for sediment accumulation	X	X	X	X	X	X	Annually
Removal of sediment accumulation	X	X		X	X	X	Every 2 years as needed
Inspect for floatables and debris		X	X	X	X	X	Annually
Cleaning of floatables and debris		X	X	X	X	X	Annually
Inspection for erosion				X		X	Annually
Re-establish permanent vegetation on eroded slopes				X		X	As needed
Replacement of stone							As needed
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer	X			X	X	X	Annually
Make adjustments or replacements as determined by wet weather inspection	X			X	X	X	As needed
Keep records of all inspections and maintenance activities						X	Annually
Keep records of all costs for inspections, maintenance, and repairs						X	Annually

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

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



ALPINE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
46802 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: **DEMBS DEVELOPMENT, INC.**

EXHIBIT B

PARCEL NO. 50-22-12-200-054
SECTION: 12 TOWNSHIP: 1N RANGE: 8E
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

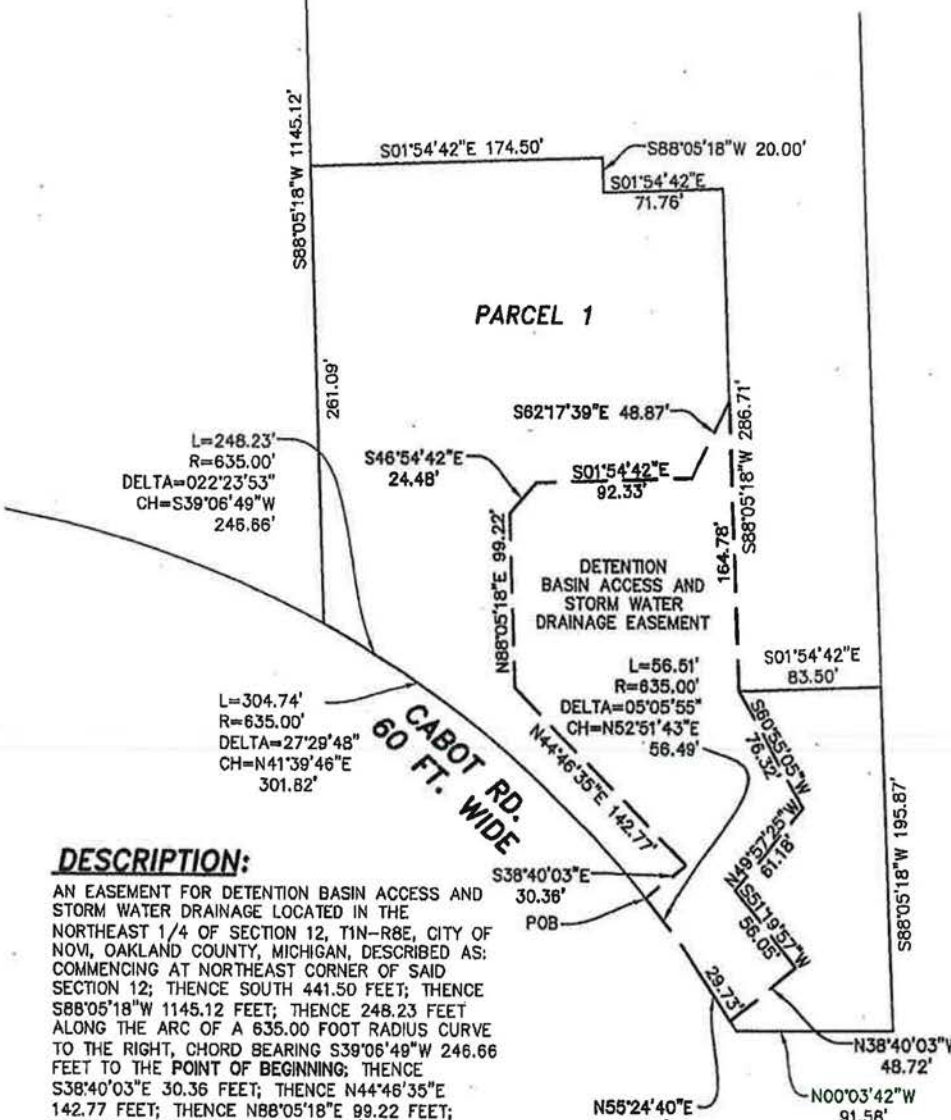
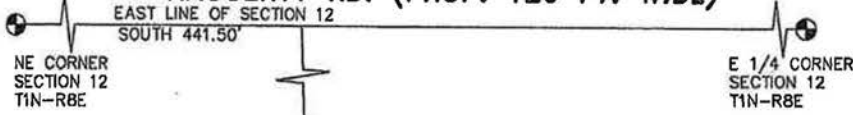
DATE: 4-11-16
DRAWN BY: TG
CHECKED BY: TG
0 NONE
FBK: --
CHF: --
SCALE: HOR 1" = 40' - FT.
VER 1" = 40' - FT.

1

14-346

EXHIBIT C

HAGGERTY RD. (PROP. 120 FT. WIDE)



DESCRIPTION:

AN EASEMENT FOR DETENTION BASIN ACCESS AND STORM WATER DRAINAGE LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT NORTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 441.50 FEET; THENCE S88°05'18"W 1145.12 FEET; THENCE 248.23 FEET ALONG THE ARC OF A 635.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S39°06'49"W 246.66 FEET TO THE POINT OF BEGINNING; THENCE S38°40'03"E 30.36 FEET; THENCE N44°46'35"E 142.77 FEET; THENCE N88°05'18"E 99.22 FEET; THENCE S46°54'42"E 24.48 FEET; THENCE S01°54'42"E 92.33 FEET; THENCE S62°17'39"E 48.87 FEET; THENCE S88°05'18"W 164.78 FEET; THENCE S60°55'05"W 76.32 FEET; THENCE N49°57'25"W 61.18 FEET; THENCE S51°19'57"W 58.05 FEET; THENCE N38°40'03"W 48.72 FEET; THENCE N55°24'40"E 29.73 FEET; THENCE 56.51 FEET ALONG THE ARC OF A 635.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N52°51'43"E 56.49 FEET TO THE POINT OF BEGINNING.

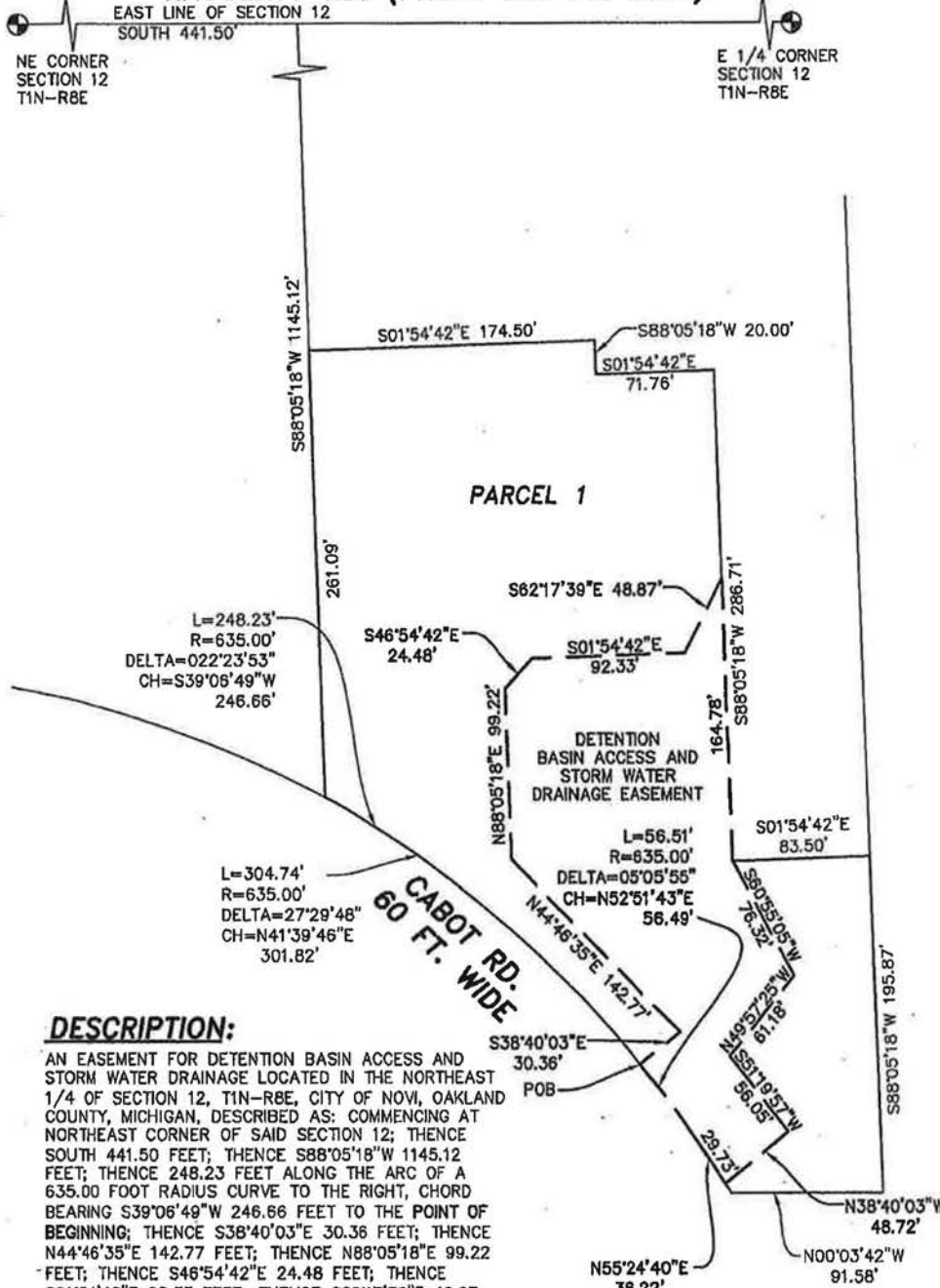
ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT: DEMBS DEVELOPMENT, INC.		DATE: 4-11-16
DRAINAGE EASEMENT		DRAWN BY: JRV
PARCEL NO. 50-22-12-200-054		CHECKED BY: GLM
SECTION: 12 TOWNSHIP: 1N RANGE: 8E		0 40 80
CITY OF NOVI		FBK: 1
OAKLAND COUNTY		CHF:
MICHIGAN		SCALE HOR 1"=80 FT. VER 1"=10 FT.

EXHIBIT D

HAGGERTY RD. (PROP. 120 FT. WIDE)



DESCRIPTION:

AN EASEMENT FOR DETENTION BASIN ACCESS AND STORM WATER DRAINAGE LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT NORTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 441.50 FEET; THENCE S88°05'18"W 1145.12 FEET; THENCE 248.23 FEET ALONG THE ARC OF A 635.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S39°06'49"W 246.66 FEET TO THE POINT OF BEGINNING; THENCE S38°40'03"E 30.36 FEET; THENCE N44°46'35"E 142.77 FEET; THENCE N88°05'18"E 99.22 FEET; THENCE S46°54'42"E 24.48 FEET; THENCE S01°54'42"E 92.33 FEET; THENCE S62°17'39"E 48.87 FEET; THENCE S88°05'18"W 164.78 FEET; THENCE S60°55'05"W 76.32 FEET; THENCE N49°57'25"W 61.18 FEET; THENCE S51°19'57"W 56.05 FEET; THENCE N38°40'03"W 48.72 FEET; THENCE N55°24'40"E 29.73 FEET; THENCE 56.51 FEET ALONG THE ARC OF A 635.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N52°51'43"E 56.49 FEET TO THE POINT OF BEGINNING.

ALPINE
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CIVIL ENGINEERS & LAND SURVEYORS
46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 928-3701 (BUS)
(248) 928-3765 (FAX)

CLIENT:	DATE:	4-11-16
DEMBS DEVELOPMENT, INC.	DRAWN BY:	JRV
DRAINAGE EASEMENT	CHECKED BY:	GLM
PARCEL NO. 50-22-12-200-054	SCALE	HOR 1" = 80 FT. VER 1" = 40 FT.
SECTION: 12 TOWNSHIP: 1N RANGE: 8E	FBK:	1
CITY OF NOVI	CHF:	14-346
OAKLAND COUNTY		
MICHIGAN		

