



**CITY OF NOVI CITY COUNCIL**  
**SEPTEMBER 13, 2021**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Adell Center Association for the Adell Center located south of I-96 and west of Novi Road.

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

**BACKGROUND INFORMATION:**

The developer of the Adell Center, Adell Center Associated, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

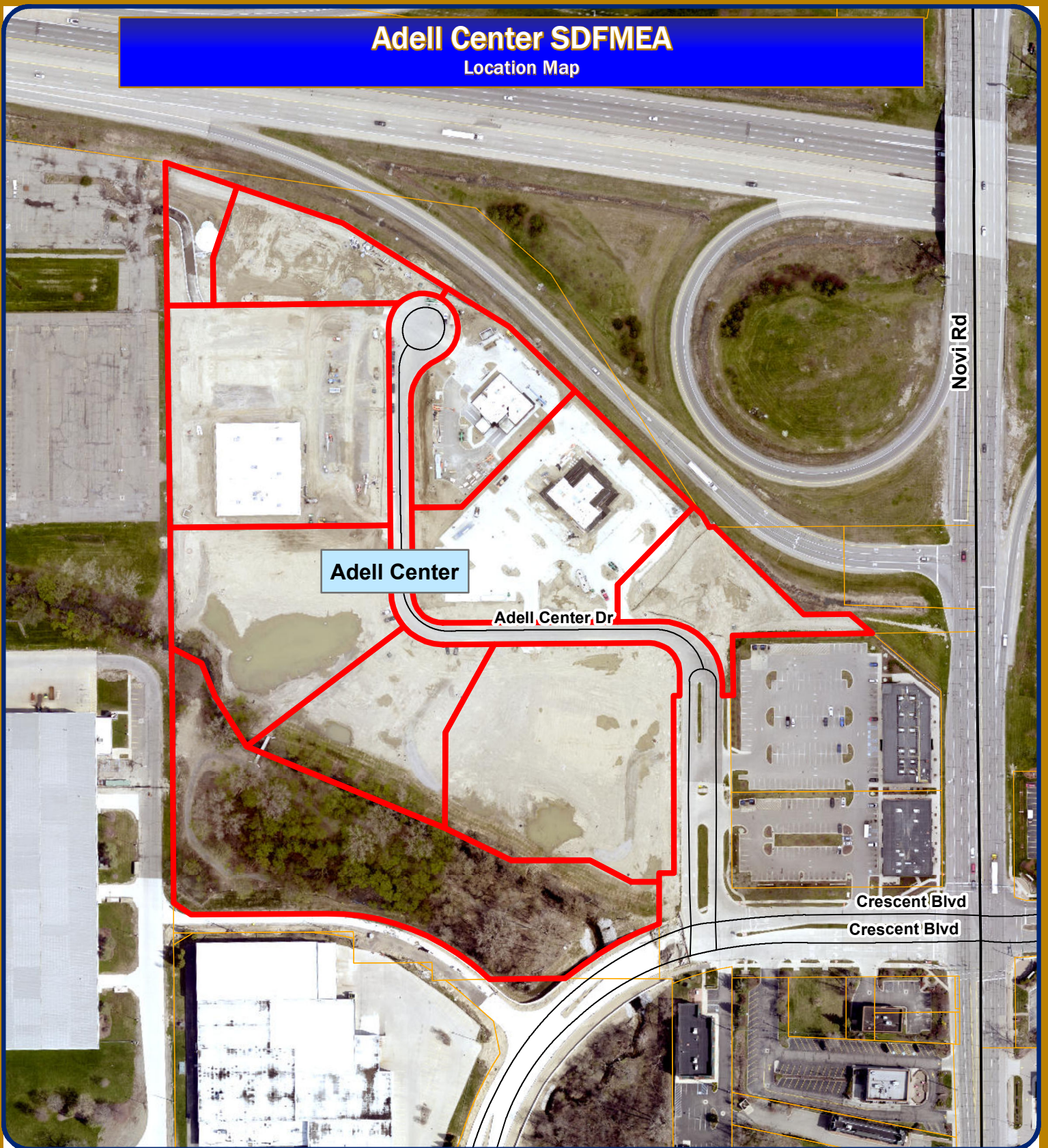
The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, March 21, 2019) and the City Engineering consultant (Spalding DeDecker, August 18, 2020), and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Adell Center Association for the Adell Center located south of I-96 and west of Novi Road.

# Adell Center SDFMEA

Location Map



Map Author: Kate Purpura  
Date: 08/30/2021  
Project: Adell Center  
Version: 1.0

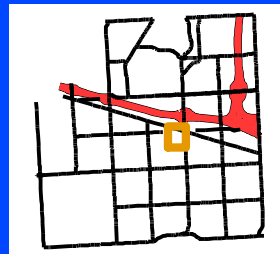
Amended By:  
Date:  
Department:

#### 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.

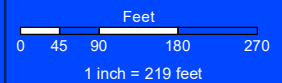
### Map Legend

 Subject Parcels



## City of Novi

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



ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

March 21, 2019

Jeffrey Herczeg, Director of Public Works  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: *Adell Center JSP18-27*  
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 facilities serving the Adell Center 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.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line. The signature is stylized and overlaps the text below it.

Elizabeth Kudla Saarela

Enclosures

Jeffrey Herczeg, Director of Public Works  
City of Novi  
March 21, 2019  
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)  
Charles Boulard, Community Development Director (w/Enclosure)  
Barb McBeth, City Planner (w/Enclosure)  
Sri Komaragiri, Planner (w/Enclosure)  
Lindsay Bell, Planner (w/Enclosure)  
Hannah Smith, Planning Assistant (w/Enclosure)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)  
Darcy Rechten, Construction Engineer (w/Enclosure)  
Rebecca Runkel, Engineering Technician (w/Enclosure)  
George Melistas, Senior Engineering Manager (w/Enclosure)  
Joseph Akers, Staff Civil Engineer (w/Enclosure)  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)  
Sue Troutman, City Clerk's Office (w/Enclosure)  
Gregory J. Gamalski, Esquire (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Adell Center Association, a Michigan non-profit corporation whose address is 20733 West Ten Mile Road, Southfield, MI 48075 (hereinafter the "Association"), 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. Orville Properties, LLC, a Delaware limited liability company, whose address is 20733 West Ten Mile Road, Southfield, MI 48075 has received final site plan approval for construction of a 9-Unit commercial Condominium Project.

B. Association is the Administrator of Adell Center, a Condominium Project situated in Section 15, Town 1 North, Range 9 East of the City of Novi, Oakland County, Michigan, according to the Master Deed for Adell Center was recorded on November 1, 2018 in Liber 52318, Page 378, Oakland County Records, as Amended by the First Amendment to Master Deed recorded in Liber 52367, Page 70, and Second Amendment to Master Deed recorded in Liber 52426, Page 470, Oakland County Records, Oakland County Condominium Subdivision Plan No. 2254 (the "Condominium Project") as depicted on Exhibit A.

C. The Condominium Project, 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 Condominium Project in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Association hereby covenants and agrees that the Association 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 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 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 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 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 Condominium Project, or cause its agents or contractors to enter the Condominium Project 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 Association within thirty (30) days of a billing to the Association. All unpaid amounts may be placed on the delinquent tax roll of the City pro rata as to each Unit in the Condominium Project, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent individual Unit 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 Association, and, in such event, the Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Association, 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 Condominium Project 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 Associations, their agents, heirs, successors, assigns and transferees.


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

ASSOCIATION  
ADELL CENTER ASSOCIATION  
a Michigan non-profit corporation

  
By: Kevin Adell  
Its: President

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledges before me this <sup>7th</sup> 12 day of April, 2019, by Kevin Adell, as the President of Adell Center Association, a Michigan non-profit corporation.

  
Richard V. Mazzari Notary Public  
Oakland County, Michigan  
My Commission Expires: 3-28-24  
Acting in Oakland County



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 \_\_\_\_\_, 2019, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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

THIS INSTRUMENT DRAFTED BY:  
Elizabeth K. Saarela, Esquire  
ROSATI SCHULTZ & JOPPICH, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331

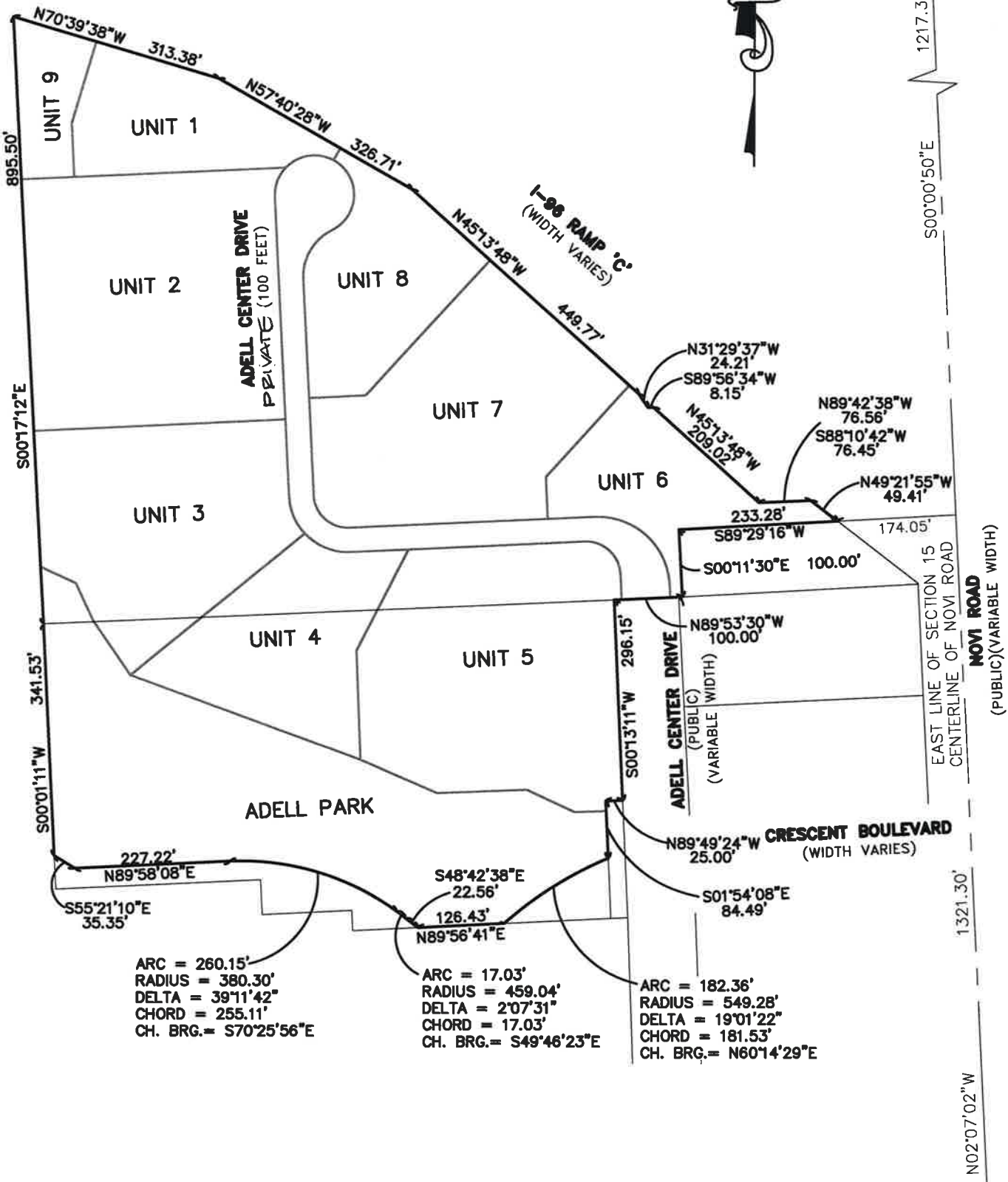
WHEN RECORDED RETURN TO:  
Cortney Hanson, Clerk  
45175 Ten Mile  
Novi, Michigan 48375



# EXHIBIT A

EAST 1/4  
CORNER OF  
SECTION 15  
T. 1N., R. 8E

**I-96**  
(WIDTH VARIES)



**NOTES:**

1. EASEMENT BEARINGS ARE BASED ON THE EAST LINE OF SECTION 15 BEING S00°00'50"E.
2. LEGAL DESCRIPTIONS ON SHEET 4.

SOUTHEAST  
CORNER OF  
SECTION 15  
T. 1N., R. 8E.



51147 Pontiac Trail  
Wixom, MI 48393  
Phone: (248) 668-0700  
Fax: (248) 668-0701

CLIENT:	DATE: 12-31-2018
ADELL CENTER	DRAWN BY: RMS
<b>PARCEL NO. 22-15-476-056</b>	CHECKED BY: JMF
<b>PARCEL NO. 22-15-476-056</b>	0 100 200
SECTION: 15 TOWNSHIP: 1 N. RANGE: 8 E.	FBK: ---
CITY OF NOVI	1 OF 2
OAKLAND COUNTY	CHF: ---
MICHIGAN	SCALE HOR 1"=200 FT. VER 1"= -- FT.

17-334

# EXHIBIT A

## LEGAL DESCRIPTION – PARCEL NO. 22-15-476-056 (AS SURVEYED):

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T. 1N., R. 8E., CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT BEING DISTANT S00°00'50"E 1217.37 FEET ALONG THE EAST LINE OF SAID SECTION 15, AND  
S89°29'16"W 174.05 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE ALONG THE SOUTHERLY LINE  
OF INTERSTATE 96 THE FOLLOWING (8) COURSES;

- (1) THENCE N49°21'55"W 49.41 FEET;
- (2) THENCE N89°42'38"W 76.56 FEET;
- (3) THENCE N45°13'48"W 209.02 FEET;
- (4) THENCE S89°56'34"W 8.15 FEET;
- (5) THENCE N31°29'37"W 24.21 FEET;
- (6) THENCE N45°13'48"W 449.77 FEET;
- (7) THENCE N57°40'28"W 326.71 FEET;
- (8) THENCE N70°39'38"W 313.38 FEET;

THENCE S00°17'12"E 895.50 FEET TO THE NORTHWEST CORNER OF LOT 11 OF "SUPERVISOR'S PLAT NO. 4", AS  
RECORDED IN LIBER 54A OF PLATS, PAGE 83, OAKLAND COUNTY RECORDS; THENCE ALONG THE WEST LINE OF  
SAID LOT 11, S00°01'11"W 341.53 FEET; THENCE S55°21'10"E 35.35 FEET; THENCE N89°58'08"E 227.22 FEET;  
THENCE 260.15 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 380.30 FEET, A DELTA  
ANGLE OF 39°11'42" AND A CHORD BEARING S70°25'56"E 255.11 FEET; THENCE 17.03 FEET ALONG A CURVE TO  
THE RIGHT, SAID CURVE HAVING A RADIUS OF 459.04 FEET, A DELTA ANGLE OF 02°07'31" AND A CHORD BEARING  
S49°46'23"E 17.03 FEET; THENCE S48°42'38"E 22.56 FEET; THENCE N89°56'41"E 126.43 FEET; THENCE 182.36 FEET  
ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 549.28 FEET, A DELTA ANGLE OF 19°01'22" AND  
A CHORD BEARING N60°14'29"E 181.53 FEET; THENCE N00°09'48"E 84.49 FEET; THENCE S89°49'24"E 25.00 FEET;  
THENCE N00°13'11"E 296.15 FEET; THENCE S89°53'30"E 100.00 FEET; THENCE N00°11'30"W 100.00 FEET; THENCE  
N89°29'16"E 233.28 FEET TO THE POINT OF BEGINNING. CONTAINS 21.81 ACRES, AND SUBJECT TO ANY RIGHTS OF  
WAY, RESTRICTIONS, AND EASEMENTS OF RECORD.



CIVIL ENGINEERS & LAND SURVEYORS

51147 Pontiac Trail  
Wixom, MI 48393  
Phone: (248) 668-0700  
Fax: (248) 668-0701

CLIENT: <p style="text-align: center;"><b>ADELL CENTER</b></p>	DATE: 12-31-2018
<b>PARCEL NO. 22-15-476-056</b>	DRAWN BY: RMS
<b>PARCEL NO. 22-15-476-056</b> SECTION: 15    TOWNSHIP: 1 N.    RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	CHECKED BY: JMF
	FBK: --- CHF: --- <div style="text-align: center; font-size: 2em; font-weight: bold;">2 OF 2</div>
	SCALE HOR 1"= 200 FT. VER 1"= --- FT.

# EXHIBIT B

## SCHEDULE OF MAINTENANCE

### EXHIBIT B

#### MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE STORM DRAINAGE MAINTENANCE EASMENT

#### MAINTENANCE PLAN BUDGET

TASKS	ANNUAL FREQUENCY	COST PER OCCURENCE	ANNUAL COST
ANNUAL INSPECTION FOR SEDIMENT ACCUMULATION	2	\$300.00	\$600.00
REMOVAL OF SEDIMENT ACCUMULATION IN PRE-TREATMENT STRUCTURE	1	\$600.00	\$600.00
INSPECT FOR FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$200.00
REMOVAL OF FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$150.00	\$300.00
INSPECT SYSTEM FOR EROSION ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$300.00
<b>TOTAL ANNUAL BUDGET</b>			<b>\$2,000.00</b>

NOTE: COSTS ABOVE ARE ESTIMATED AND ARE TO BE USED FOR PLANNING AND BUDGETARY PURPOSES ONLY. ACTUAL COSTS WILL VARY.




GREENTECH

ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

51147 W. Pontiac Trail  
Wixom, MI 48393  
Phone: (248) 668-0700  
Fax: (248) 668-0701

CLIENT: <p style="text-align: center; font-weight: bold;">ADELL CENTER</p>	DATE: 3-13-2019 DRAWN BY: JMF CHECKED BY: JMF
<b>STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT</b>	
<b>PARCEL NO. 22-15-476-056</b> SECTION: 15    TOWNSHIP: 1 N.    RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	
	
FBK: --- CHF: ---	<div style="font-size: 24pt; font-weight: bold;">1 OF 1</div> <div style="font-size: 10pt; text-align: right;">17-334</div>
SCALE    HOR 1" = X    FT. VER 1" = ---    FT.	

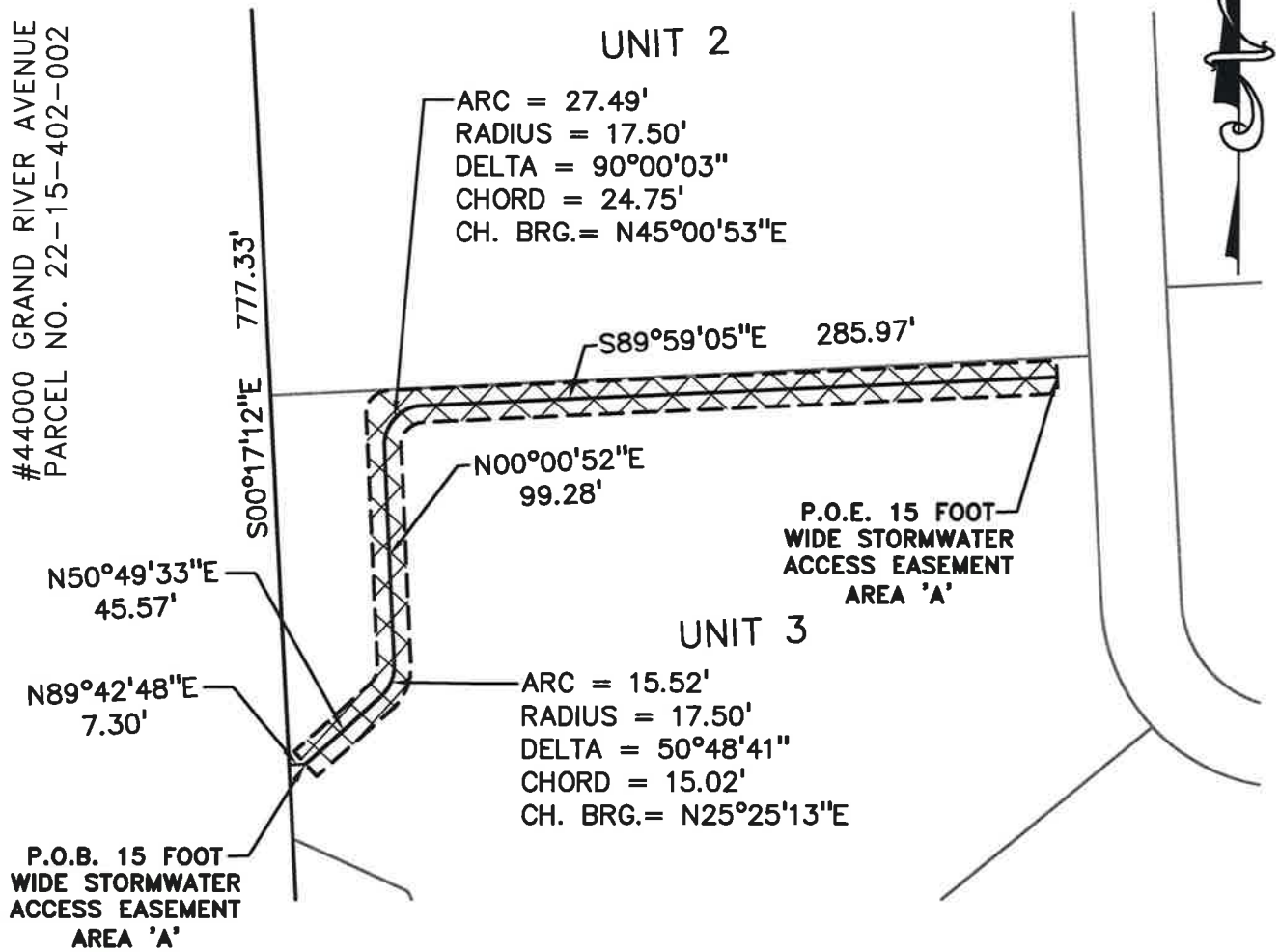


**NOTES:**

1. LEGAL DESCRIPTIONS ON SHEET 5.

**EXHIBIT C**

#44000 GRAND RIVER AVENUE  
PARCEL NO. 22-15-402-002



**LEGEND**

 PROPOSED EASEMENT



51147 Pontiac Trail  
Wixom, MI 48393  
Phone: (248) 668-0700  
Fax: (248) 668-0701

CLIENT:	ADELL CENTER		DATE: 12-31-2018
	<b>STORMWATER ACCESS EASEMENT</b>		DRAWN BY: RMS
	PARCEL NO. 22-15-476-056		CHECKED BY: JMF/PWK
	SECTION: 15 TOWNSHIP: 1 N. RANGE: 8 E.		0 40 80
	CITY OF NOVI		FBK: ---
	OAKLAND COUNTY		CHF: ---
	MICHIGAN		2 OF 5
	SCALE HOR 1"=80 FT. VER 1"=--- FT.		17-334

# EXHIBIT C

## LEGAL DESCRIPTION – CENTERLINE OF 15 FOOT WIDE STORMWATER ACCESS EASEMENT 'A':

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T. 1N., R. 8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

**BEGINNING** AT A POINT BEING DISTANT S00°00'50"E 1217.37 FEET ALONG THE EAST LINE OF SAID SECTION 15, AND S89°29'16"W 174.05 FEET, AND THE FOLLOWING (8) COURSES ALONG THE SOUTHERLY LINE OF INTERSTATE 96, WIDTH VARIES, (1) N49°21'55"W 49.41 FEET, AND (2) N89°42'38"W 76.56 FEET, AND (3) N45°13'48"W 209.02 FEET, (4) S89°56'34"W 8.15 FEET, AND (5) N31°29'37"W 24.21 FEET, AND (6) N45°13'48"W 449.77 FEET, AND (7) N57°40'28"W 326.71 FEET, AND (8) N70°39'38"W 313.38 FEET, AND S00°17'12"E 777.33 FEET, AND N89°42'48"E 7.30 FEET TO FROM THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE N50°49'33"E 45.57 FEET; THENCE 15.52 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 17.50 FEET, A DELTA ANGLE OF 50°48'41" AND A CHORD BEARING N25°25'13"E 15.02 FEET; THENCE N00°00'52"E 99.28 FEET; THENCE 27.49 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 17.50 FEET, A DELTA ANGLE OF 90°00'03" AND A CHORD BEARING N45°00'53"E 24.75 FEET; THENCE N89°59'05"E 285.97 FEET TO THE **POINT OF ENDING**. SUBJECT TO ANY RIGHTS OF WAY, RESTRICTIONS, AND EASEMENTS OF RECORD.

## LEGAL DESCRIPTION – CENTERLINE OF 15 FOOT WIDE STORMWATER ACCESS EASEMENT 'B':

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T. 1N., R. 8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

**BEGINNING** AT A POINT BEING DISTANT S00°00'50"E 1217.37 FEET ALONG THE EAST LINE OF SAID SECTION 15, AND S89°29'16"W 174.05 FEET, AND S89°29'16"W 233.28 FEET, AND S00°11'30"E 100.00 FEET, AND THENCE N89°53'30"W 100.00 FEET, AND THENCE N89°51'35"W 391.01 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 15, ALSO BEING **REFERENCE POINT 'A'**; THENCE S29°31'37"W 92.71 FEET; THENCE 17.23 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 17.50 FEET, A DELTA ANGLE OF 56°24'01" AND A CHORD BEARING S01°19'36"W 16.54 FEET; THENCE S26°52'24"E 84.11 FEET TO THE **POINT OF ENDING**;

**ALSO, BEGINNING** AT SAID **REFERENCE POINT 'A'**; THENCE N29°31'37"E 52.34 FEET; THENCE 1.31 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A DELTA ANGLE OF 29°59'12" AND A CHORD BEARING N14°32'00"E 1.29 FEET; TO THE **POINT OF ENDING 'A'**. SUBJECT TO ANY RIGHTS OF WAY, RESTRICTIONS, AND EASEMENTS OF RECORD.)

THENCE N00°27'36"W, 23.96 FEET

## LEGAL DESCRIPTION – CENTERLINE OF 15 FOOT WIDE STORMWATER ACCESS EASEMENT 'C':

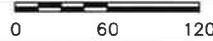
PART OF THE SOUTHEAST 1/4 OF SECTION 15, T. 1N., R. 8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

**BEGINNING** AT A POINT BEING DISTANT S00°00'50"E 1217.37 FEET ALONG THE EAST LINE OF SAID SECTION 15, AND S89°29'16"W 174.05 FEET; THENCE CONTINUING S89°29'16"W 233.28 FEET; THENCE S00°11'30"E 100.00 FEET; THENCE S89°53'30"W 100.00 FEET AND S00°13'11"W 101.66 FEET; THENCE N89°47'28"W 32.63 FEET; THENCE 27.38 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 17.50 FEET, A DELTA ANGLE OF 89°38'02" AND A CHORD BEARING N45°23'31"W 24.67 FEET; THENCE S00°34'30"W 124.36 FEET; THENCE 5.55 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 17.50 FEET, A DELTA ANGLE OF 18°10'12" AND A CHORD BEARING S08°30'36"E 5.53 FEET; THENCE S17°35'42"E 33.09 FEET; THENCE 0.79 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A DELTA ANGLE OF 18°10'12" AND A CHORD BEARING S08°30'36"E 0.79 FEET; THENCE S00°34'30"W 26.61 FEET; THENCE 2.08 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A DELTA ANGLE OF 47°44'57" AND A CHORD BEARING S24°26'59"W 2.02 FEET; THENCE S48°19'27"W 39.72 FEET; THENCE 2.83 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A DELTA ANGLE OF 64°45'54" AND A CHORD BEARING S80°42'24"W 2.68 FEET; THENCE N66°54'39"W 88.59 FEET TO THE **POINT OF ENDING**. SUBJECT TO ANY RIGHTS OF WAY, RESTRICTIONS, AND EASEMENTS OF RECORD.



CIVIL ENGINEERS & LAND SURVEYORS

51147 Pontiac Trail  
Wixom, MI 48393  
Phone: (248) 668-0700  
Fax: (248) 668-0701

CLIENT: <p style="text-align: center;"><b>ADELL CENTER</b></p>	DATE: 12-31-2018
<b>STORMWATER ACCESS EASEMENT</b>	DRAWN BY: RMS
<b>PARCEL NO. 22-15-476-056</b>	CHECKED BY: JMF/PWK
SECTION: 15    TOWNSHIP: 1 N.    RANGE: 8 E.	 0                      60                      120
CITY OF NOVI OAKLAND COUNTY MICHIGAN	FBK: --- CHF: --- <span style="font-size: 2em; font-weight: bold;">5 OF 5</span>
	SCALE HOR 1"=120 FT. VER 1"=--- FT.

17-334



**NOTES:**

1. LEGAL DESCRIPTIONS ON SHEET 5.

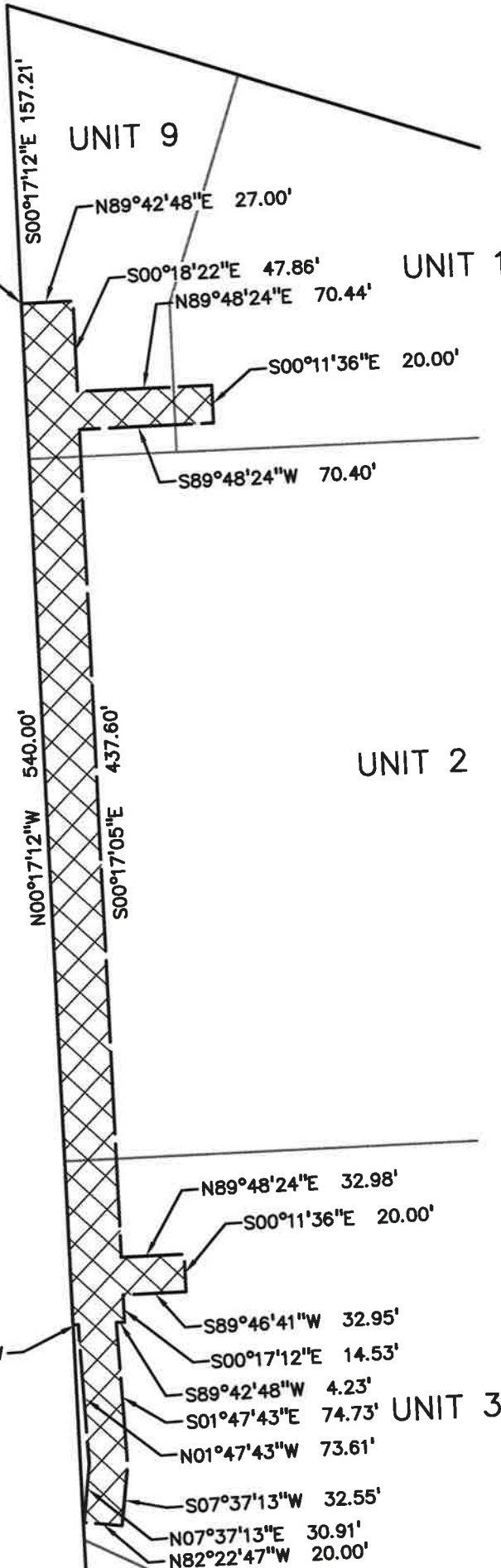
**EXHIBIT D**

**I-96**  
(WIDTH VARIES)



P.O.B. STORM  
SEWER EASEMENT  
AREA 'A'

#44000 GRAND RIVER AVENUE  
PARCEL NO. 22-15-402-002



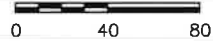
**LEGEND**

 PROPOSED EASEMENT



CIVIL ENGINEERS & LAND SURVEYORS

51147 Pontiac Trail  
Wixom, MI 48393  
Phone: (248) 668-0700  
Fax: (248) 668-0701

CLIENT:	ADELL CENTER		DATE:	12-31-2018
	<b>STORM DRAINAGE EASEMENT</b>		DRAWN BY:	RMS
	PARCEL NO. 22-15-476-056		CHECKED BY:	JMF/PWK
	SECTION: 15 TOWNSHIP: 1 N. RANGE: 8 E.			
	CITY OF NOVI		FBK: --	2 OF 5
	OAKLAND COUNTY		CHF: --	
	MICHIGAN		SCALE HOR 1" = 80 FT. VER 1" = --- FT.	

17-334

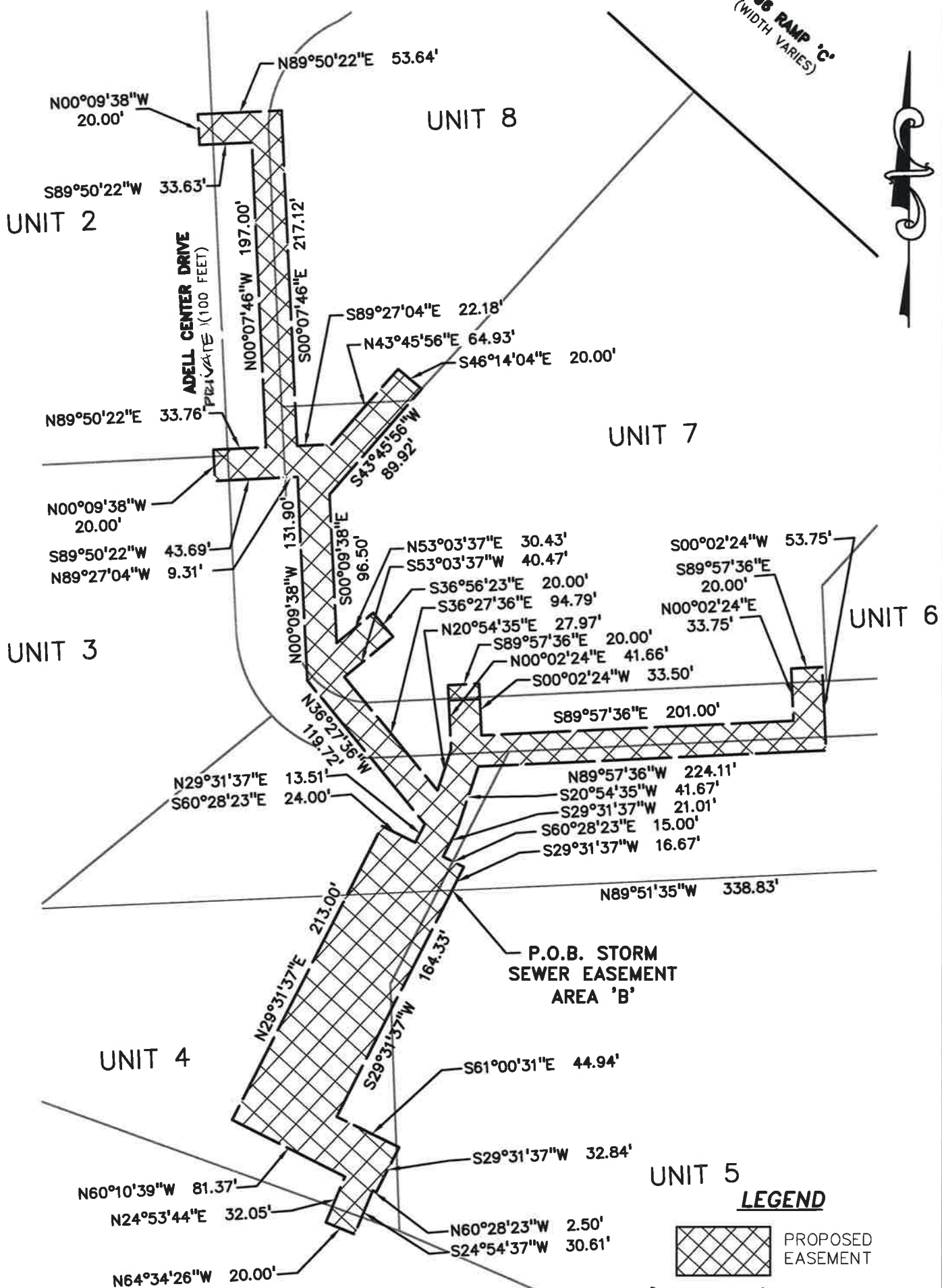


**NOTES:**

1. LEGAL DESCRIPTIONS ON SHEET 5.

**EXHIBIT D**

I-96 RAMP 'C'  
(WIDTH VARIES)



**LEGEND**



PROPOSED EASEMENT



CIVIL ENGINEERS & LAND SURVEYORS

51147 Pontiac Trail  
Wixom, MI 48393  
Phone: (248) 668-0700  
Fax: (248) 668-0701

CLIENT:

ADELL CENTER

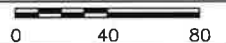
**STORM DRAINAGE EASEMENT**

PARCEL NO. 22-15-476-056  
SECTION: 15 TOWNSHIP: 1 N. RANGE: 8 E.  
CITY OF NOVI  
OAKLAND COUNTY  
MICHIGAN

DATE: 12-31-2018

DRAWN BY: RMS

CHECKED BY: JMF/PWK



FBK: --

CHF: --

3 OF 5

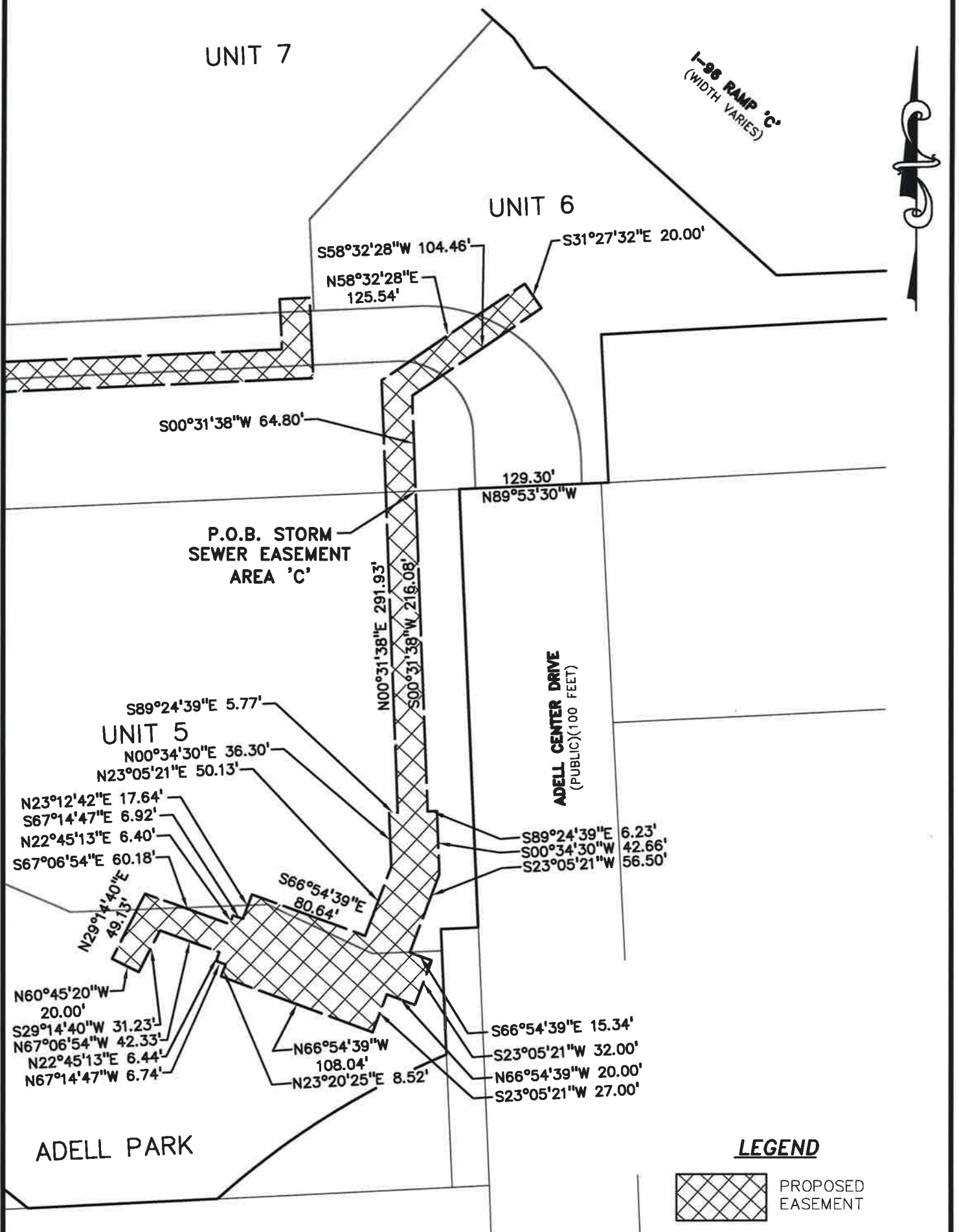
17-334

SCALE HOR 1"= 80 FT.  
VER 1"= -- FT.

**NOTES:**

1. LEGAL DESCRIPTIONS ON SHEET 5.

**EXHIBIT D**



CIVIL ENGINEERS & LAND SURVEYORS

51147 Pontiac Trail  
 Wixom, MI 48393  
 Phone: (248) 668-0700  
 Fax: (248) 668-0701

CLIENT:	ADPELL CENTER	DATE:	12-31-2018
	<b>STORM DRAINAGE EASEMENT</b>	DRAWN BY:	RMS
	<b>PARCEL NO. 22-15-476-056</b>	CHECKED BY:	JMF
SECTION: 15	TOWNSHIP: 1 N.	RANGE: 8 E.	
	CITY OF NOVI	OAKLAND COUNTY	FBK: --
	MICHIGAN		CHF: --
			SCALE HOR 1"=80 FT. VER 1"=-- FT.

4 OF 5

17-334

# EXHIBIT D

## LEGAL DESCRIPTION VARIABLE WIDTH STORM DRAINAGE EASEMENT AREA "A":

A VARIABLE WIDTH EASEMENT FOR DRAINAGE AND STORM SEWER BEING PART OF THE SOUTHEAST 1/4 OF SECTION 15, T. 1N., R. 8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

**BEGINNING** AT A POINT BEING DISTANT S00°00'50"E 1217.37 FEET ALONG THE EAST LINE OF SAID SECTION 15, AND S89°29'16"W 174.05 FEET; AND THE FOLLOWING (8) COURSES ALONG THE SOUTHERLY LINE OF INTERSTATE 96, WIDTH VARIES, (1) N49°21'55"W 49.41 FEET, AND (2) N89°42'38"W 76.56 FEET, AND (3) N45°13'48"W 209.02 FEET, AND (4) S89°56'34"W 8.15 FEET, AND (5) N31°29'37"W 24.21 FEET, AND (6) N45°13'48"W 449.77 FEET, AND (7) N57°40'28"W 326.71 FEET, AND (8) N70°39'38"W 313.38 FEET, AND S00°17'12"E 157.21 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE N89°42'48"E 27.00 FEET; THENCE S00°18'22"E 47.86 FEET; THENCE N89°48'24"E 70.44 FEET; THENCE S00°11'36"E 20.00 FEET; THENCE S89°48'24"W 70.40 FEET; THENCE S00°17'05"E 437.60 FEET; THENCE N89°48'24"E 32.98 FEET; THENCE S00°11'36"E 20.00 FEET; THENCE S89°46'41"W 32.95 FEET; THENCE S00°17'12"E 14.53 FEET; THENCE S89°42'48"W 4.23 FEET; THENCE S01°47'43"E 74.73 FEET; THENCE S07°37'13"W 32.55 FEET; THENCE N82°22'47"W 20.00 FEET; THENCE N07°37'13"E 30.91 FEET; THENCE N01°47'43"W 73.61 FEET; THENCE S89°42'48"W 2.76 FEET; THENCE N00°17'12"W 540.00 FEET TO THE **POINT OF BEGINNING**.

## LEGAL DESCRIPTION VARIABLE WIDTH STORM DRAINAGE EASEMENT AREA "B":

A VARIABLE WIDTH EASEMENT FOR DRAINAGE AND STORM SEWER BEING PART OF THE SOUTHEAST 1/4 OF SECTION 15, T. 1N., R. 8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THE CENTERLINE BEING DESCRIBED AS:

**BEGINNING** AT A POINT BEING DISTANT S00°00'50"E 1217.37 FEET ALONG THE EAST LINE OF SAID SECTION 15, AND S89°29'16"W 174.05 FEET, AND S89°29'16"W 233.28 FEET, AND S00°11'30"E 100.00 FEET, AND THENCE N89°53'30"W 100.00 FEET, AND THENCE N89°51'35"W 338.83 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE S29°31'37"W 164.33 FEET; THENCE S61°00'31"E 44.94 FEET; THENCE S29°31'37"W 32.84 FEET; THENCE N60°28'23"W 2.50 FEET; THENCE S24°54'37"W 30.61 FEET; THENCE N64°34'26"W 20.00 FEET; THENCE N24°53'44"W 32.05 FEET; THENCE N60°10'39"W 81.37 FEET; THENCE N29°31'37"E 213.00 FEET; THENCE S60°28'23"E 24.00 FEET; THENCE N29°31'37"E 13.51 FEET; THENCE N36°27'36"W 119.72 FEET; THENCE N00°09'38"W 131.90 FEET; THENCE N89°27'04"W 9.31 FEET; THENCE S89°50'22"W 43.69 FEET; THENCE N00°09'38"W 20.00 FEET; THENCE N89°50'22"E 33.76 FEET; THENCE N00°07'46"W 197.00 FEET; THENCE S89°50'22"W 33.63 FEET; THENCE N00°09'38"W 20.00 FEET; THENCE N89°50'22"E 53.64 FEET; THENCE S00°07'46"E 217.12 FEET; THENCE S89°27'04"E 22.18 FEET; THENCE N43°45'56"E 64.93 FEET; THENCE S46°14'04"E 20.00 FEET; THENCE S43°45'56"W 89.92 FEET; THENCE S00°09'38"E 96.50 FEET; THENCE N53°03'37"E 30.43 FEET; THENCE S36°56'23"E 20.00 FEET; THENCE S53°03'37"W 40.47 FEET; THENCE S36°27'36"E 94.79 FEET; THENCE N20°54'35"E 27.97 FEET; THENCE N00°02'24"E 41.66 FEET; THENCE S89°57'36"E 20.00 FEET; THENCE S00°02'24"W 33.50 FEET; THENCE S89°57'36"E 201.00 FEET; THENCE N00°02'24"E 33.75 FEET; THENCE S89°57'36"E 20.00 FEET; THENCE S00°02'24"W 53.75 FEET; THENCE N89°57'36"W 224.11 FEET; THENCE S20°54'35"W 41.67 FEET; THENCE S29°31'37"W 21.01 FEET; THENCE S60°28'23"E 15.00 FEET; THENCE S29°31'37"W 16.67 FEET TO THE **POINT OF BEGINNING**.

## LEGAL DESCRIPTION VARIABLE WIDTH STORM DRAINAGE EASEMENT AREA "C":

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T. 1N., R. 8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

**BEGINNING** AT A POINT BEING DISTANT, S00°00'50"E 1217.37 FEET ALONG THE EAST LINE OF SECTION 15, SAID EAST LINE ALSO BEING THE CENTERLINE OF NOVI ROAD, WIDTH VARIES, AND S89°29'16"W 407.33 FEET, AND S00°11'30"E 100.00 FEET, AND N89°53'30"W 129.29 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE S00°31'38"W 216.07 FEET; THENCE S89°24'39"E 6.23 FEET; THENCE S00°34'30"W 42.66 FEET; THENCE S23°05'21"W 56.50 FEET; THENCE S66°54'39"E 15.34 FEET; THENCE S23°05'21"W 32.00 FEET; THENCE N66°54'39"W 20.00 FEET; THENCE S23°05'21"W 27.00 FEET; THENCE N66°54'39"W 108.04 FEET; THENCE N23°20'25"E 8.52 FEET; THENCE N67°14'47"W 6.74 FEET; THENCE N22°45'13"E 6.44 FEET; THENCE N67°06'54"W 42.33 FEET; THENCE S29°14'40"W 31.23 FEET; THENCE N60°45'20"W 20.00 FEET; THENCE N29°14'40"E 49.13 FEET; THENCE S67°06'54"E 60.18 FEET; THENCE N22°45'13"E 6.40 FEET; THENCE S67°14'47"E 6.92 FEET; THENCE N23°12'42"E 17.64 FEET; THENCE S66°54'39"E 80.64 FEET; THENCE N23°05'21"E 50.13 FEET; THENCE N00°34'30"E 36.30 FEET; THENCE S89°24'39"E 5.77 FEET; THENCE N00°31'38"E 291.93 FEET; THENCE N58°32'28"E 125.54 FEET; THENCE S31°27'32"E 20.00 FEET; THENCE S58°32'28"W 114.46 FEET; THENCE S00°31'38"W 64.80 FEET TO THE **POINT OF BEGINNING**.



CIVIL ENGINEERS & LAND SURVEYORS

51147 Pontiac Trail  
Wixom, MI 48393  
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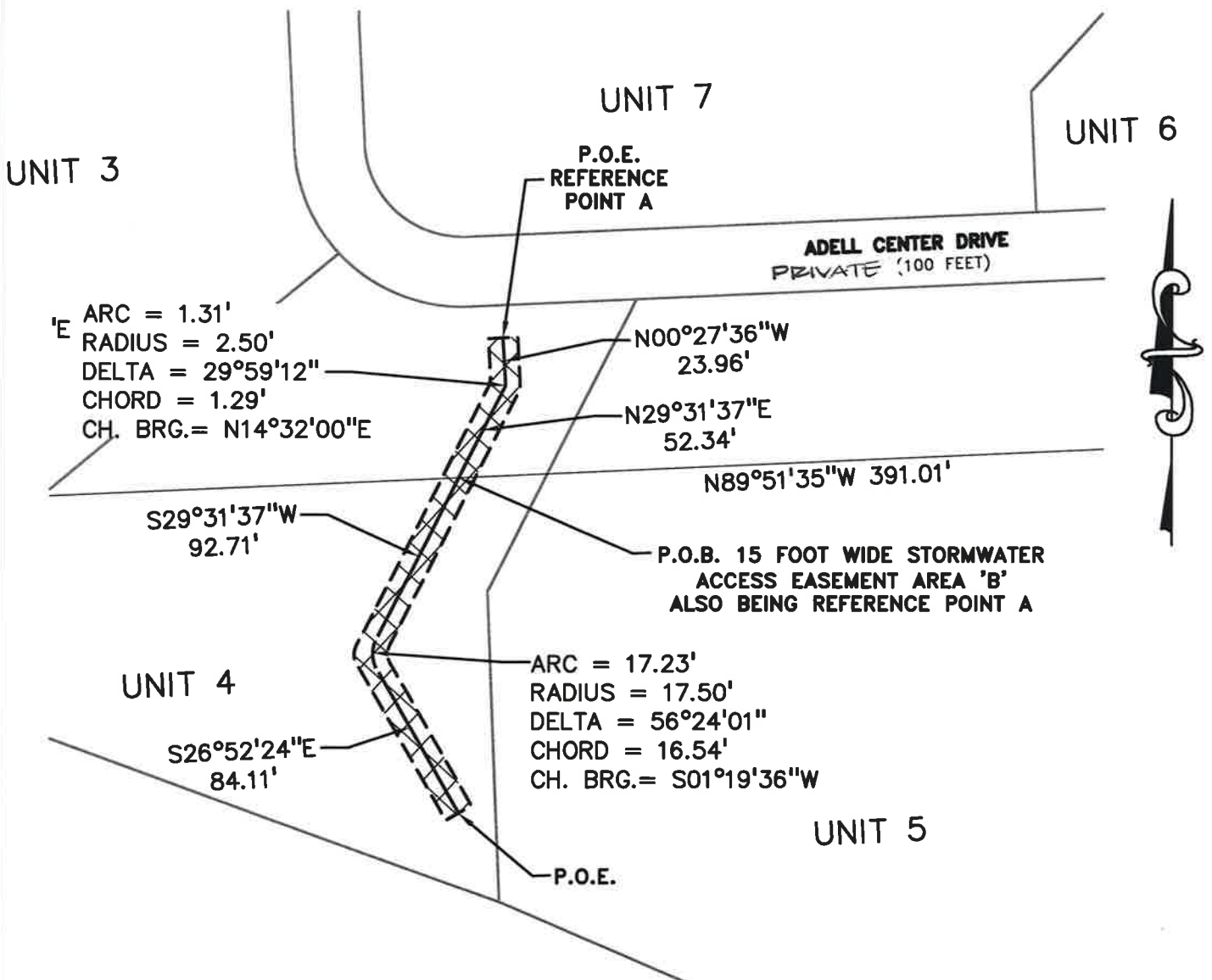
CLIENT: <b>ADELL CENTER</b>	DATE: 12-31-2018
<b>STORM DRAINAGE EASEMENT</b>	DRAWN BY: RMS
<b>PARCEL NO. 22-15-476-056</b>	CHECKED BY: JMF/PWK
SECTION: 15    TOWNSHIP: 1 N.    RANGE: 8 E.	
CITY OF NOVI OAKLAND COUNTY MICHIGAN	FBK: --- CHF: --- <b>5 OF 5</b>
	SCALE HOR 1"=120 FT. VER 1"=--- FT.

17-334

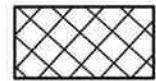
**NOTES:**

1. LEGAL DESCRIPTIONS ON SHEET 5.

**EXHIBIT C**



**LEGEND**



PROPOSED EASEMENT



51147 Pontiac Trail  
 Wixom, MI 48393  
 Phone: (248) 668-0700  
 Fax: (248) 668-0701

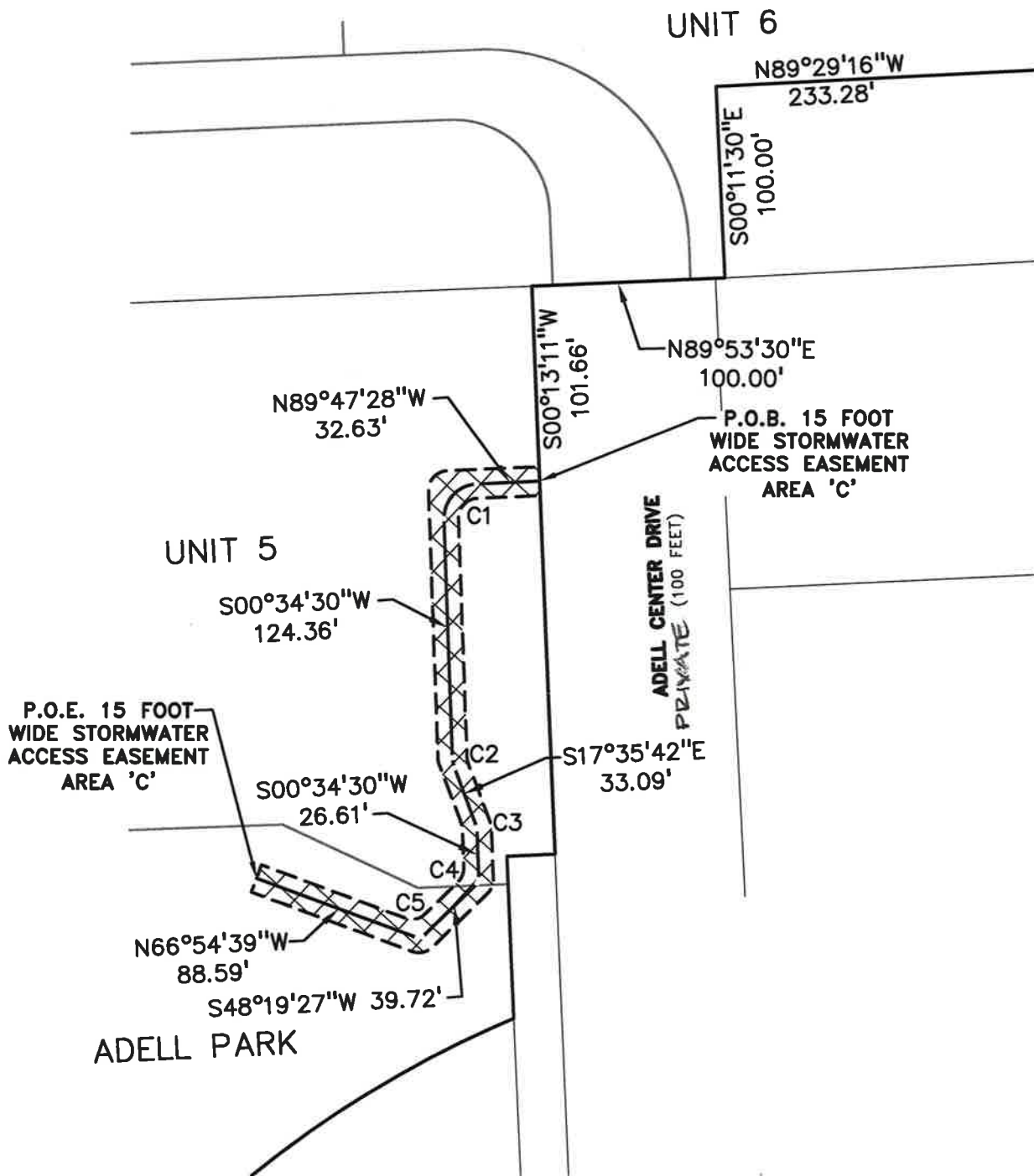
CLIENT:	ADELL CENTER		DATE:	12-31-2018
	<b>STORMWATER ACCESS EASEMENT</b>		DRAWN BY:	RMS
	PARCEL NO. 22-15-476-056		CHECKED BY:	JMF/PWK
	SECTION: 15 TOWNSHIP: 1 N. RANGE: 8 E.			
	CITY OF NOVI		FBK: ---	3 OF 5
	OAKLAND COUNTY		CHF: ---	
	MICHIGAN		SCALE HOR 1"= 80 FT. VER 1"= --- FT.	

17-334

**NOTES:**

1. LEGAL DESCRIPTIONS ON SHEET 5.

# EXHIBIT C



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	27.38'	17.50'	89°38'02"	N45°23'31"W 24.67'
C2	5.55'	17.50'	18°10'12"	S08°30'36"E 5.53'
C3	0.79'	2.50'	18°10'12"	S08°30'36"E 0.79'
C4	2.08'	2.50'	47°44'57"	S24°26'59"W 2.02'
C5	2.83'	2.50'	64°45'54"	S80°42'24"W 2.68'

**LEGEND**



PROPOSED EASEMENT



CIVIL ENGINEERS & LAND SURVEYORS

51147 Pontiac Trail  
Wixom, MI 48393  
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Fax: (248) 668-0701

CLIENT:	ADELL CENTER		DATE: 12-31-2018
	<b>STORMWATER ACCESS EASEMENT</b>		DRAWN BY: RMS
	PARCEL NO. 22-15-476-056		CHECKED BY: JMF
	SECTION: 15 TOWNSHIP: 1 N. RANGE: 8 E.		0 40 80
	CITY OF NOVI		FBK: ---
	OAKLAND COUNTY		4 OF 5
	MICHIGAN		17-334
	SCALE HOR 1"=80 FT. VER 1"=--- FT.		

August 18, 2020

Jeff Herczeg  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Adell Center - Acceptance Documents Review  
Novi # JSP18-0027  
SDA Job No. NV18-223  
**INITIAL DOCUMENTS APPROVED**  
**FINAL DOCUMENTS APPROVED**

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on August 13, 2020 against the Final Site Plan (Stamping Set) approved on March 28, 2019. We offer the following comments:

**Initial Acceptance Documents:**

1. On-Site Water System Easement – (unexecuted: exhibit dated 12/31/18) - Legal Description Approved.
2. On-Site Sanitary Sewer Easement – (unexecuted: exhibit dated 12/31/18) - Legal Description Approved.
3. Storm Sewer Easement – (unexecuted: exhibit dated 12/31/18) – Legal Description Approved.
4. Storm Drainage Facility / Maintenance Easement Agreement – (executed 03/12/2019) - Exhibits A, B, C, & D Approved.

**Final Acceptance Documents**

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, 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.

5. **Bills of Sale: Sanitary Sewer System and Water Supply System** – SUPPLIED – **Approved as Noted:** Exhibits are generally provided along with the legal language of the bills of sale.
6. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – APPROVED.
7. Sworn Statement signed by Developer - 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 20, 2018 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**



Mike Freckelton, EIT  
Engineer

Cc (via Email):

Victor Boron, City of Novi  
Taylor Reynolds, Spalding DeDecker  
Courtney Hanson, City of Novi  
Madeleine Kopko, City of Novi  
Sarah Marchioni, City of Novi  
Ted Meadows, Spalding DeDecker  
Kate Richardson, City of Novi  
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler  
Angie Sosnowski, City of Novi