



CITY of NOVI CITY COUNCIL

**Agenda Item D
April 27, 2009**

SUBJECT: Approval of the Storm Drainage Facility Maintenance Easement Agreement for City Center Plaza – Phases 3, 4 & 5A, located on parcel no. 22-15-477-011 and 22-22-227-029, along the south side of Grand River Avenue, west of Novi Road.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RJL BIC*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

City Center Plaza Limited Partnership has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for City Center Plaza – Phases 3, 4 & 5A, located at the south-side of Grand River Avenue and Flint Street, in Section's 15 and 22. The agreement has been favorably reviewed by the City Attorney (Beth Kudla's April 13, 2009 letter, attached) and is recommended for approval.

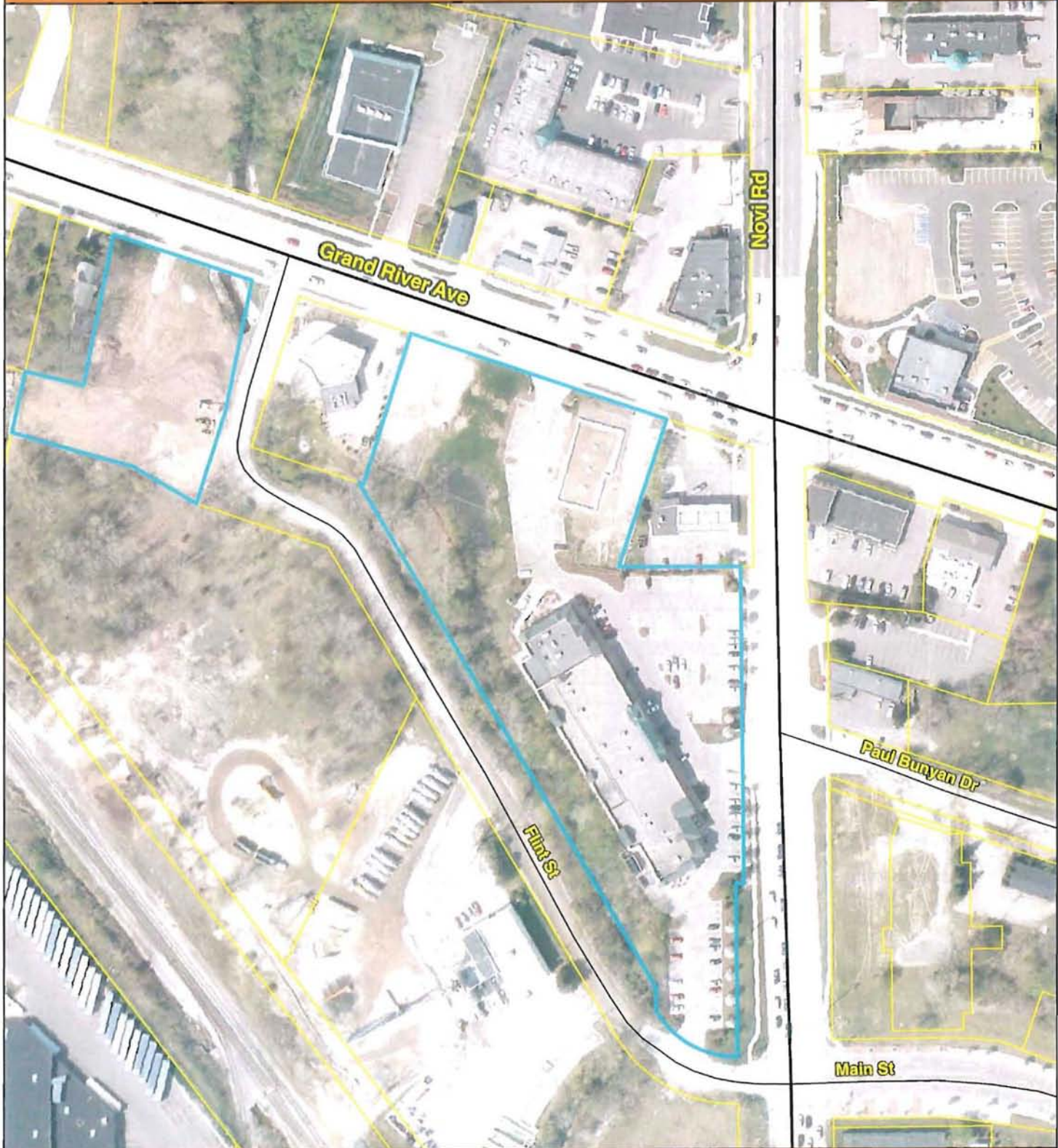
RECOMMENDED ACTION: Approval of the Storm Drainage Facility Maintenance Easement Agreement for City Center Plaza – Phases 3, 4 & 5A, located on parcel no. 22-15-477-011 and 22-22-227-029, along the south side of Grand River Avenue, west of Novi Road.

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

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

Location Map

City Center Plaza Phases 3 and 5



CITY OF NOVI
 ENGINEERING DIVISION
 45175 W TEN MILE RD
 NOVI, MI 48375-3024
 (248) 347-0454
 MAP AUTHOR: Brian Coburn, PE



MAP INTERPRETATION NOTICE
 Map information provided 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.



April 13, 2009

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Rob Hayes, Director of Public Services/City Engineer
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

**Re: City Center Plaza, Phases 3, 4 and 5A
Storm Drainage Facility Maintenance Easement Agreements
Our File No. 660134.NOV1
SP06-37**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find copies of the following documents regarding City Center Plaza, Phases 3, 4, and 5A:

1. Storm Drainage Facility Maintenance Easement Agreement (Phase 3).
2. Storm Drainage Facility Maintenance Easement Agreement (Phase 5).

The Developer has executed and provided the City with two Storm Drainage Maintenance Easement Agreements confirming that storm drainage detention and retention facilities within the Development will be maintained and repaired by the property owners and their successors, assigns and transferees. We have reviewed and approve the enclosed Storm Drainage Facility Maintenance Easement Agreements. The City's Consulting Engineer has reviewed and approved the contents of each of the attached Exhibits. We recommend approval of the Agreement by City Council.

Once approved and executed by the City, the City Clerk's Office should record the Agreements with the Oakland County Register of Deeds in the usual manner.

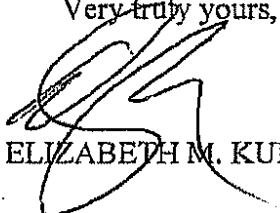
Rob Hayes, Director of Public Services/City Engineer

April 13, 2009

Page 2

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

- C: Maryanne Cornelius, Clerk (w/Original Enclosures)
- Clay Pearson, City Manager (w/Enclosures)
- Marina Neumaier, Assistant Finance Director (w/Enclosures)
- Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
- Taylor Reynolds, Spalding DeDecker (w/Enclosures)
- Sarah Marchioni, Building Department (w/Enclosures)
- Ron Neuchterlein, Superior Diversified Services (w/Enclosures)
- George Keros, City Center Plaza Limited Partnership (w/Enclosures)
- Thomas R. Schulz, Esquire (w/Enclosures)

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STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is prepared the 20TH day of JUNE, 2008, by and between City Center Plaza Limited Partnership, a Michigan Limited Partnership, whose address is 200 Renaissance center, Suite 3145, Detroit, Mi 48243 (hereinafter the "Owner"), 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. Owner is the owner and developer of a certain parcel of land situated in Section 15 and 22 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 a Commercial Development on the Property.

B. The City Center Plaza Development, does 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 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.

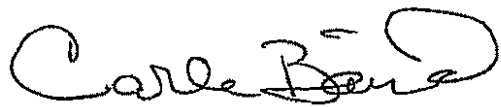
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER:
CITY CENTER PLAZA LIMITED PARTNERSHIP
a Michigan Limited Partnership


By: George S. Keros
Its: Managing Partner

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23 day of July, 2008
by George S. Keros, as the Managing Partner of City Center Plaza L.P.


Notary Public
~~Notary~~ Oakland County, Michigan
My Commission Expires: 8/12/2012

Notary Public
Carla Baird
In the County of Macomb
My Commission Expires
August 12, 2012

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 200____, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:

Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

And when recorded return to:

Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Rd
Novi, MI 48375

602691v1

EXHIBIT A

SUBJECT PARCEL

Parcel Combination Tax I.D. No.'s 22-22-227-002; 22-22-227-003, 22-22-227-004, 22-22-227-026 and 22-22-227-028

LEGAL DESCRIPTION

Part of Lots 9, 10, 11, 12, 14, 15, 16 and 17 of "Supervisor's Plat No. 3", as recorded in Liber 54 of Plats, on Page 84, Oakland County Records, and Lots 1, 2, 3, 4 and 5 of "Railroad Subdivision", as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records; being a part of the Northeast 1/4 of Section 22 and the Southeast 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to the Southerly right-of-way of Grand River Avenue (50.00 feet 1/2 right-of-way); thence North 70°38'08" West, 34.98 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of said Novi Road (33.00 feet 1/2 right-of-way); thence Due South, 149.89 feet, along the Westerly right-of-way of said Novi Road, to the Northeast corner of Lot 14 of said "Supervisor's Plat No. 3"; thence South 88°49'04" West, 17.00 feet, along the North line of Lot 14 of said "Supervisor's Plat No. 3", to a point on the Westerly right-of-way of said Novi Road (50.00 feet 1/2 right-of-way) and the Point of Beginning; thence Due South, 399.66 feet, along the Westerly right-of-way of said Novi Road, to a point on the Southerly line of Lot 16 of said "Supervisor's Plat No. 3"; thence Due West, 10.00 feet, along the Southerly line of said Lot 16 of said "Supervisor's Plat No. 3", to the Northeast corner of Lot 3 of said "Railroad Subdivision" and a point on the Westerly right-of-way of said Novi Road (60.00 feet 1/2 right-of-way); thence Due South, 218.71 feet, along the Westerly right-of-way of said Novi Road, to the Southeast corner of Lot 5 of said "Railroad Subdivision" and the Northeasterly right-of-way of Flint Street; thence 125.91 feet along a curve to the right, said curve having a radius of 119.90 feet, a central angle of 60°10'07", and a chord bearing and distance of North 59°54'56" West, 120.20 feet, along the Northeasterly right-of-way of said Flint Street; thence North 01°43'38" East, 28.66 feet, along the Northeasterly right-of-way of said Flint Street, to the Northwest corner of said Lot 5 of said "Railroad Subdivision"; thence North 29°49'53" West, 741.38 feet, along the Northeasterly right-of-way of said Flint Street, to the Northwest corner of Lot 1 of said "Railroad Subdivision"; thence South 70°38'08" East, 6.00 feet, along the Northerly line of said Lot 1 of said "Railroad Subdivision" and the Southerly line of Lot 17 of said "Supervisor's Plat No. 3"; thence North 17°57'33" East, 199.99 feet, to a point on the Southerly right-of-way of said Grand River Avenue; thence South 70°38'08" East, 342.50 feet, along the Southerly right-of-way of said Grand River Avenue and the Northerly line of said Lot 17 of said "Supervisor's Plat No. 3" and the Northerly line of Lot 9, Lot 10, Lot 11 and Lot 12 of said "Supervisor's Plat No. 3", to the Northeast corner of said Lot 12 of said "Supervisor's Plat No. 3", thence South 18°13'06" West, 201.67 feet, along the Easterly line of said Lot 12 of said "Supervisor's Plat No. 3", to the Southeast corner of said Lot 12 of said "Supervisor's Plat No. 3"; thence North 88°49'04" East, 154.58 feet, along the Northerly line of said Lot 14 of said "Supervisor's Plat No. 3", to the Point of Beginning. All of the above containing 5.262 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

EXHIBIT B
Long-Term Maintenance Plan
For Storm Water Management
City Center Plaza – Phase 3

Tasks - Annual	Components	Annual Cost
Inspect for sediment accumulation	Storm Sewer System Catch Basin Sumps Outflow Control Structure	\$200.00
Inspect for floatables and debris Cleaning of floatables and debris	Storm Sewer System Catch Basin Sumps Catch Basin Castings Outflow Control Structure Storm Detention Basin Overflow Spillway	\$175.00 \$200.00
Inspect for erosion	Outflow Control Structure Rip-Rap Storm Detention Basin Overflow Spillway	\$175.00
Inspect structural elements during wet weather and compare as-built plans (by a professional engineer reporting to the proprietor)	Outflow Control Structure	\$325.00
Keep records of all inspections and maintenance activities and report to the proprietor	Storm Sewer System Outflow Control Structure Rip-Rap Storm Detention Basin Overflow Spillway	
Keep records of all costs for inspections, maintenance and repairs. Report to the proprietor. Proprietor reviews cost effectiveness of the preventative maintenance program and makes necessary adjustments	Storm Sewer System Catch Basin Sumps Catch Basin Castings Outflow Control Structure Rip-Rap Storm Detention Basin Overflow Spillway	

Tasks – Every 3 – 5 Years As Needed	Components	Estimated Cost
Replacement of gravel jackets	Outflow Control Structure	\$325.00

Tasks – Every 5 – 10 Years As Needed	Components	Estimated Cost
Removal of sediment accumulation	Storm Sewer System Catch Basin Sumps Outflow Control Structure Storm Detention Basin	\$1,000.00 \$1,000.00

Tasks – As Needed	Components	Estimated Cost
Re-establish permanent vegetation on eroded slopes	Storm Detention Basin Overflow Spillway	\$425.00
Make adjustments or replacements as determined by wet weather inspection(s)	Storm Sewer System Outflow Control Structure Rip-Rap Storm Detention Basin Overflow Spillway	\$425.00
Proprietor to have a professional engineer carry out emergency inspections upon identification of severe problems	Storm Sewer System Catch Basin Sumps Catch Basin Castings Outflow Control Structure Rip-Rap Storm Detention Basin Overflow Spillway	\$425.00

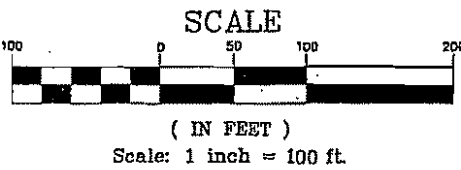
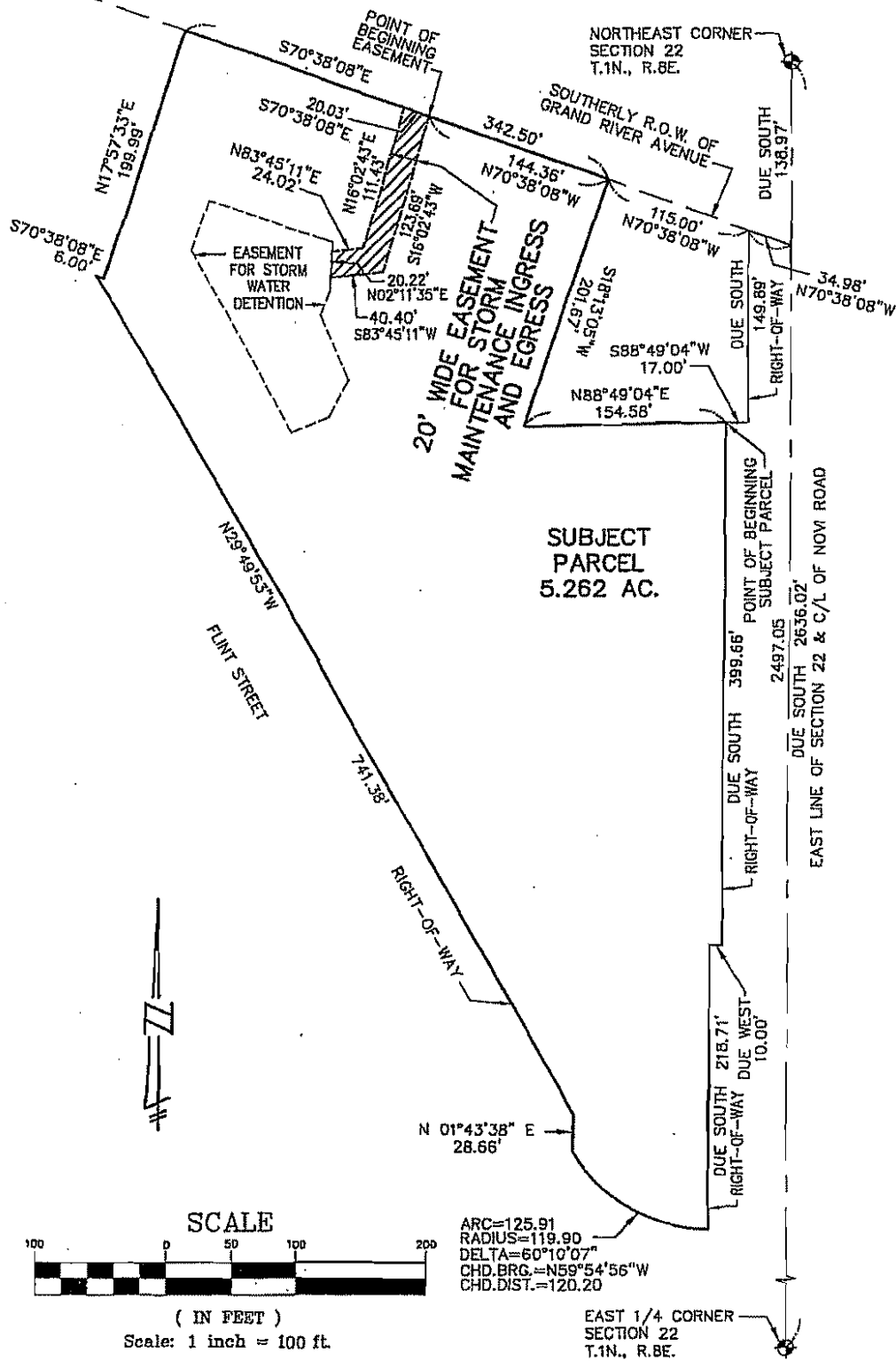
EXHIBIT C
(1 OF 2)

LEGAL DESCRIPTION:

20 FT. WIDE EASEMENT FOR STORM MAINTENANCE INGRESS AND EGRESS

A 20 ft. wide easement for storm maintenance ingress and egress being a part of Lots 10, and 17 of "Supervisor's Plat No. 3", as recorded in Liber 54 of Plats, on Page 84, Oakland County Records, and Lot 1 of "Railroad Subdivision", as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records; being a part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to the Southerly right-of-way of Grand River Avenue (50 ft. 1/2 right-of-way); thence North $70^{\circ}38'08''$ West, 34.98 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of said Novi Road (33 ft. 1/2 right-of-way); thence North $70^{\circ}38'08''$ West, 115.00 feet, along the Southerly right-of-way of said Grand River Avenue, to the Northeast corner of the Subject Parcel; thence North $70^{\circ}38'08''$ West, 144.36 feet, along the Southerly right-of-way of said Grand River Avenue, to the POINT OF BEGINNING; thence South $16^{\circ}02'43''$ West, 123.69 feet; thence South $83^{\circ}45'11''$ West, 40.40 feet; thence North $02^{\circ}11'35''$ East, 20.22 feet; thence North $83^{\circ}45'11''$ East, 24.02 feet; thence North $16^{\circ}02'43''$ East, 111.43 feet, to the Southerly right-of-way of said Grand River Avenue; thence South $70^{\circ}38'08''$ East, 20.03 feet, along the Southerly right-of-way of said Grand River Avenue, to the POINT OF BEGINNING.

EXHIBIT C (2 OF 2)



20' WIDE EASEMENT FOR STORM MAINTENANCE INGRESS AND EGRESS

ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
 (248) 522-8300

CITY CENTER PLAZA
 SECTION 22, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	01-12-2007
JOB NO.:	04-049
DWG FILE:	04-049EE
DRAWN BY:	KAL
CHECK:	KAL, BL
SHEET:	1 OF 1

EXHIBIT D
(1 OF 2)

LEGAL DESCRIPTION:
EASEMENT FOR STORM WATER DETENTION

An easement for storm water detention being a part of Lots 10, and 17 of "Supervisor's Plat No. 3", as recorded in Liber 54 of Plats, on Page 84, Oakland County Records, and Lot 1 of "Railroad Subdivision", as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records; being a part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to the Southerly right-of-way of Grand River Avenue (50 ft. 1/2 right-of-way); thence North 70°38'08" West, 34.98 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of said Novi Road (33 ft. 1/2 right-of-way); thence North 70°38'08" West, 115.00 feet, along the Southerly right-of-way of said Grand River Avenue, to the Northeast corner of the Subject Parcel; thence North 70°38'08" West, 144.36 feet, along the Southerly right-of-way of said Grand River Avenue; thence South 16°02'43" West, 123.69 feet; thence South 83°45'11" West, 40.40 feet, to the POINT OF BEGINNING; thence South 02°11'35" West, 10.94 feet; thence South 22°29'36" West, 20.18 feet; thence South 23°08'27" East, 54.68 feet; thence South 27°06'39" West, 32.56 feet; thence South 67°46'34" West, 31.16 feet; thence North 28°42'38" West, 161.10 feet; thence North 18°49'05" East, 40.66 feet; thence South 71°43'28" East, 100.74 feet; thence South 02°11'35" West, 27.58 feet, to the POINT OF BEGINNING. Containing 0.280 acres.

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is prepared the 20TH day of JUNE, 2008, by and between George S. Keros, an Individual whose address is 200 Renaissance Center, Suite 3145, Detroit, MI 48243 (hereinafter the "Owner"), 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. Owner is the owner and developer of a certain parcel of land situated in Section 15 and 22 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 a Commercial Development on the Property.

B. The City Center Plaza Development, does 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.

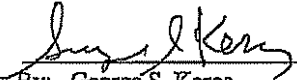
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

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:
George S. Keros


By: George S. Keros
Its: Owner

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 3 day of December, 2008
by George S. Keros, as the owner of City Center Plaza

Notary Public
Carla Baird
In the County of Macomb
My Commission Expires
August 12, 2012


Notary Public
Macomb County, Michigan
My Commission Expires: 8/12/2012

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 200__, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:

Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

And when recorded return to:

Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Rd
Novi, MI 48375

602691.v1

EXHIBIT A

Subject Parcel

Parcel Combination Tax I.D. No.'s 22-22-226-006, 22-15-477-009 and 22-15-477-010

Legal Description

A part of Lot 9 of "Railroad Subdivision" as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records, and Lots 7 and 8 of "Supervisor's Plat No. 3", as recorded in Liber 54A of Plats, on Page 84, Oakland County Records; being part of the Southeast 1/4 of Section 15 and the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi; Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to a point on the Southerly right-of-way of Grand River Avenue; thence North 70°38'08" West, 705.28 feet, along the Southerly right-of-way of said Grand River Avenue, to the Point of Beginning; thence South 11°43'00" West, 168.50 feet, along the Westerly right-of-way of Flint Street; thence South 17°32'22" West, 122.84 feet, along the Westerly right-of-way of said Flint Street; thence North 58°37'18" West, 91.96 feet; thence North 73°25'46" West, 160.44 feet, along the Southerly line of Lot 7 of said "Supervisor's Plat No. 3"; thence North 12°35'56" East, 79.02 feet, along the Westerly line of said Lot 7 of said "Supervisor's Plat No. 3"; thence South 75°40'55" East, 76.08 feet, along the Northerly line of said Lot 7 of said "Supervisor's Plat No. 3"; thence North 11°33'34" East, 195.10 feet, along the Westerly line of said Lot 7 of said "Supervisor's Plat No. 3", to the Northwest corner of said Lot 7 of said "Supervisor's Plat No. 3" and a point on the Southerly right-of-way of said Grand River Avenue; thence South 70°38'08" East, 183.88 feet, along the Southerly right-of-way of said Grand River Avenue and the Northerly line of said Lot 7 and Lot 8 of said "Supervisor's Plat No. 3", to the Point of Beginning. All of the above containing 1.292 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

Exhibit B
Long-Term Maintenance Plan
for Storm Water Management
City Center Plaza - Phase 5
Page 1 of 2

Tasks - Annual	Components	Annual Cost
Inspect for sediment accumulation	Storm Sewer System Catch Basin Sumps Outflow Control Structures Wetlands Mechanical Structures	\$200.00
Inspect for floatables and debris Cleaning of floatables and debris	Storm Sewer System Catch Basin Sumps Catch Basin Inlet Castings Channels Outflow Control Structures Storm Detention Areas Wetlands Emergency Overflow	\$175.00 \$200.00
Inspect for erosion	Channels Outflow Control Structures Rip-Rap Storm Detention Areas Wetlands Emergency Overflow	\$175.00
Inspect structural elements during wet weather and compare as-built plans (by a professional engineer reporting to the condominium association)	Outflow Control Structures	\$350.00
Keep records of all inspections and maintenance activities and report to condominium association	Storm Sewer System Channels Outflow Control Structures Rip-Rap Storm Detention Areas Wetlands Emergency Overflow	
Keep records of all costs for inspections, maintenance and repairs. Report to condominium association. Condominium Association reviews cost effectiveness of the preventative maintenance program and makes necessary adjustments	Storm Sewer System Catch Basin Sumps Catch Basin Inlet Castings Channels Outflow Control Structures Rip-Rap Storm Detention Areas Wetlands Emergency Overflow	

Exhibit B
Long-Term Maintenance Plan
for Storm Water Management
City Center Plaza - Phase 5
Page 2 of 2

Tasks – Every 3 – 5 Years As Needed	Components	Estimated Cost
Replacement of gravel jackets	Outflow Control Structures	\$350.00

Tasks – Every 5 – 10 Years As Needed	Components	Estimated Cost
Removal of sediment accumulation	Storm Sewer System	\$1,000.00
	Catch Basin Sumps	\$1,000.00
	Outflow Control Structures	
	Storm Detention Areas	
	Wetlands	
	Mechanical Structures	

Tasks – As Needed	Components	Estimated Cost
Re-establish permanent vegetation on eroded slopes	Channels	\$500.00
	Storm Detention Areas	
	Wetlands	
	Emergency Overflow	
Make adjustments or replacements as determined by wet weather inspection(s)	Storm Sewer System	\$425.00
	Channels	
	Outflow Control Structures	
	Rip-Rap	
	Storm Detention Areas	
	Wetlands	
Condominium association to have a professional engineer carry out emergency inspections upon identification of severe problems	Storm Sewer System	\$450.00
	Catch Basin Sumps	
	Catch Basin Inlet Castings	
	Channels	
	Outflow Control Structures	
	Rip-Rap	
	Storm Detention Areas	
	Wetlands	
Emergency Overflow		

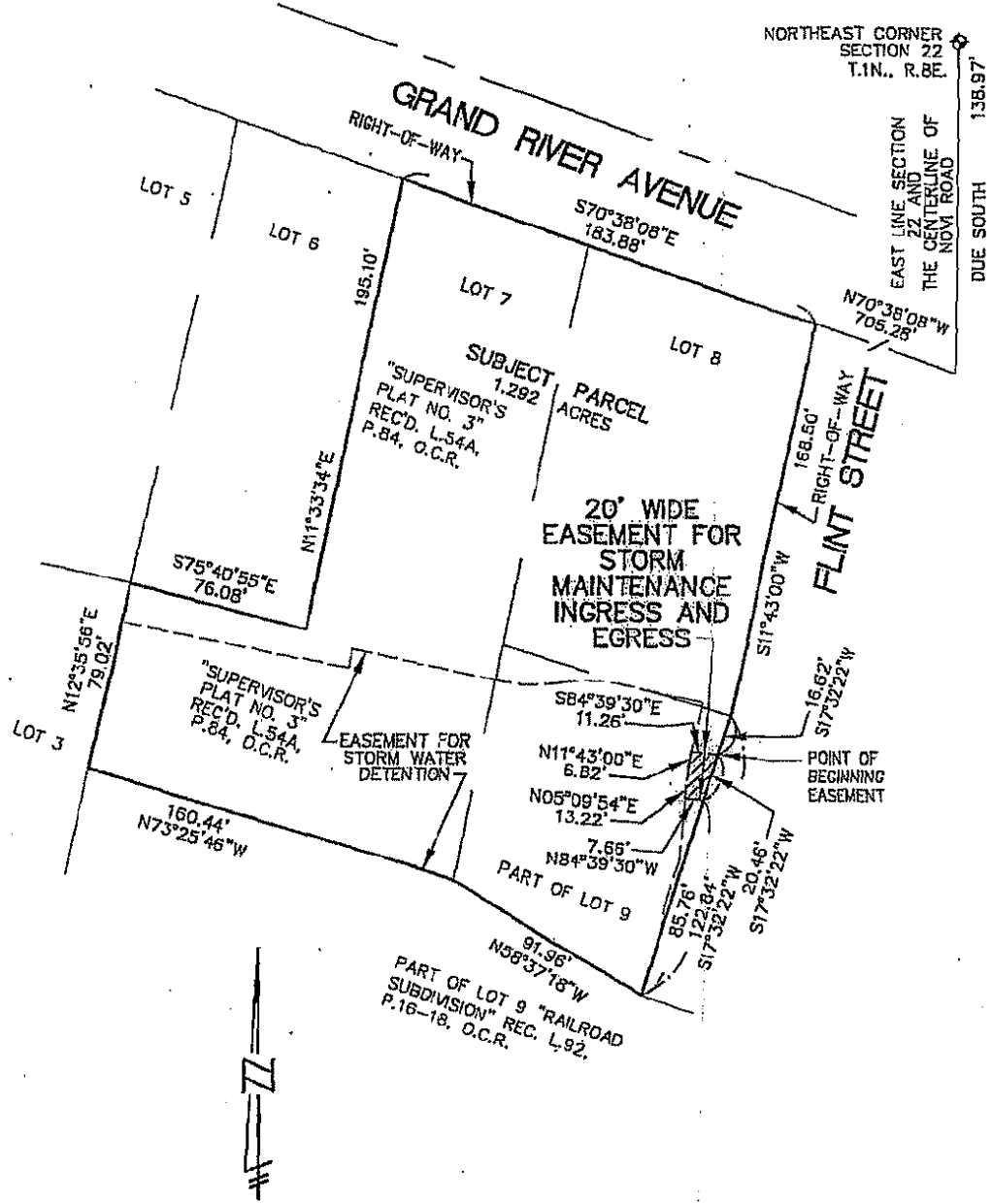
Note: The Owner and/or Association shall maintain a log of all inspection and maintenance activities and make the log available to City personnel as needed.

EXHIBIT C
PAGE 1 OF 2

EASEMENT FOR STORM MAINTENANCE INGRESS AND EGRESS
LEGAL DESCRIPTION

An easement for storm maintenance ingress and egress being a part of Lot 9 of "Railroad Subdivision" as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records; being part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to a point on the Southerly right-of-way of Grand River Avenue; thence North 70°38'08" West, 705.28 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of Flint Street; thence South 11°43'00" West, 168.50 feet, along the Westerly right-of-way of Flint Street; thence South 17°32'22" West, 16.62 feet, along the Westerly right-of-way of Flint Street, to the POINT OF BEGINNING; thence South 17°32'22" West, 20.46 feet, along the westerly right-of-way of Flint street; thence North 84°39'30" West, 7.66 feet; thence North 05°09'54" East, 13.22 feet; thence North 11°43'00" East, 6.82 feet; thence South 84°39'30" East, 11.26 feet, to the POINT OF BEGINNING.

EXHIBIT C
PAGE 2 OF 2



NORTHEAST CORNER
SECTION 22
T.1N., R.8E.

EAST LINE SECTION
22 AND
THE CENTERLINE OF
THE NOVY ROAD
138.97'
DUE SOUTH

GRAND RIVER AVENUE
RIGHT-OF-WAY

FLINT STREET
RIGHT-OF-WAY

SUBJECT PARCEL
1.292 ACRES
"SUPERVISOR'S
PLAT NO. 3"
REC'D. L.54A,
P.84, O.C.R.

20' WIDE
EASEMENT FOR
STORM
MAINTENANCE
INGRESS AND
EGRESS

"SUPERVISOR'S
PLAT NO. 3"
REC'D. L.54A,
P.84, O.C.R.

EASEMENT FOR
STORM WATER
DETENTION

POINT OF
BEGINNING
EASEMENT

PART OF LOT 9 "RAILROAD
SUBDIVISION" REC. L.92,
P.16-18, O.C.R.



EXHIBIT D
PAGE 1 OF 2

EASEMENT FOR STORM WATER DETENTION
LEGAL DESCRIPTION

An easement for storm water detention being a part of Lot 9 of "Railroad Subdivision" as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records, and Lots 7 and 8 of "Supervisor's Plat No. 3", as recorded in Liber 54A of Plats, on Page 84, Oakland County Records; being part of the Southeast 1/4 of Section 15 and the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to a point on the Southerly right-of-way of Grand River Avenue; thence North 70°38'08" West, 705.28 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of Flint Street; thence South 11°43'00" West, 168.50 feet, along the Westerly right-of-way of Flint Street; thence South 17°32'22" West, 122.84 feet, along the Westerly right-of-way of Flint Street, to the POINT OF BEGINNING; thence South 17°32'22" West, 27.33 feet, along the Westerly right-of-way of said Flint Street; thence North 58°37'18" West, 91.96 feet, to the Southeast corner of said Lot 7 of said "Supervisor's Plat No. 3"; thence North 73°25'46" West, 160.44 feet, along the Southerly line of said Lot 7 of said "Supervisor's Plat No. 3", to the Southwest corner of said Lot 7 of said "Supervisor's Plat No. 3"; thence North 12°35'56" East, 62.28 feet, along the Westerly line of said Lot 7 of said "Supervisor's Plat No. 3"; thence South 79°01'35" East, 96.58 feet; thence North 11°33'34" East, 7.98 feet; thence South 78°26'26" East, 63.50 feet; thence 24.34 feet along a curve to the left, said curve having a radius of 69.50 feet, a central angle of 20°04'02", and a chord bearing and distance of South 88°28'27" East, 24.22 feet; thence North 81°29'32" East, 4.25 feet; thence 22.29 feet along a curve to the right, said curve having a radius of 60.50 feet, a central angle of 21°06'24", and a chord bearing and distance of South 87°57'16" East, 22.16 feet; thence South 77°24'04" East, 35.37 feet; thence South 11°43'00" West, 27.53 feet; thence South 05°09'54" West, 38.81 feet; thence South 17°32'22" West, 18.86 feet; thence South 08°46'04" West, 13.11 feet, to the POINT OF BEGINNING. Containing 0.485 acres

EXHIBIT D
PAGE 2 OF 2

