



**CITY OF NOVI CITY COUNCIL**  
**APRIL 20, 2020**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Homes of Michigan, LLC for Heritage Woods located south of Eleven Mile Road and east of Taft Road (parcel 50-22-22-101-021).

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

**BACKGROUND INFORMATION:** The developer of Heritage Woods, Pulte Homes of Michigan, 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, February 6, 2020) and the City Engineering consultant (Spalding DeDecker, February 25, 2020), and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Homes of Michigan, LLC for Heritage Woods located south of Eleven Mile Road and east of Taft Road (parcel 50-22-22-101-021).

# Heritage Woods SDFMEA

## Location Map



Heritage Woods  
50-22-22-101-021

Map Author: Kate Richardson  
Date: 04/08/2020  
Project: Heritage Woods SDFMEA  
Version: 1.0

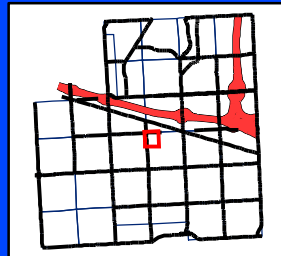
Amended By:  
Date:  
Department:

**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.

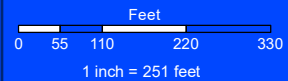
**Legend**

 Subject Parcel



**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

February 6, 2020

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

**Re: *Heritage Woods (Munro's Preserve) JSP 19-09*  
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 Heritage Woods 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

Elizabeth Kudla Saarela

Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosure)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Sri Komaragiri, Planner (w/Enclosures)  
Lindsay Bell, Planner (w/Enclosures)  
Madeleine Kopko, Planning Assistant (w/Enclosures)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)  
Ben Croy, City Engineer (w/Enclosures)  
Victor Boron, Civil Engineer (w/Enclosures)  
Rebecca Runkel, Staff Engineer (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Dan LeClair, GreenTech Engineering (w/Enclosures)  
Greg Gamalski, Esq. and Alexandra Dieck, Esq. (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

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

THIS EASEMENT AGREEMENT is made 28<sup>th</sup> day of January, 2020 by Pulte Homes of Michigan, LLC., a Michigan Limited Liability Company, whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48304 (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 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 Condominium Development on the Property.
- B. The Condominium 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  
Pulte Homes of Michigan, LLC., a  
Michigan Limited Liability Company

By: Paul W. Schyck

Its: Paul W. Schyck  
Division Director of Land Development

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January 2020,  
by Paul Schyck, as the Division Director of Land Development of Pulte Homes of Michigan, LLC.

JULIE LYNN KARNES  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 07-03-2025  
Acting in the County of Oakland

Julie Lynn Karnes  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 7/3/2025

CITY OF NOVI  
A Municipal Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

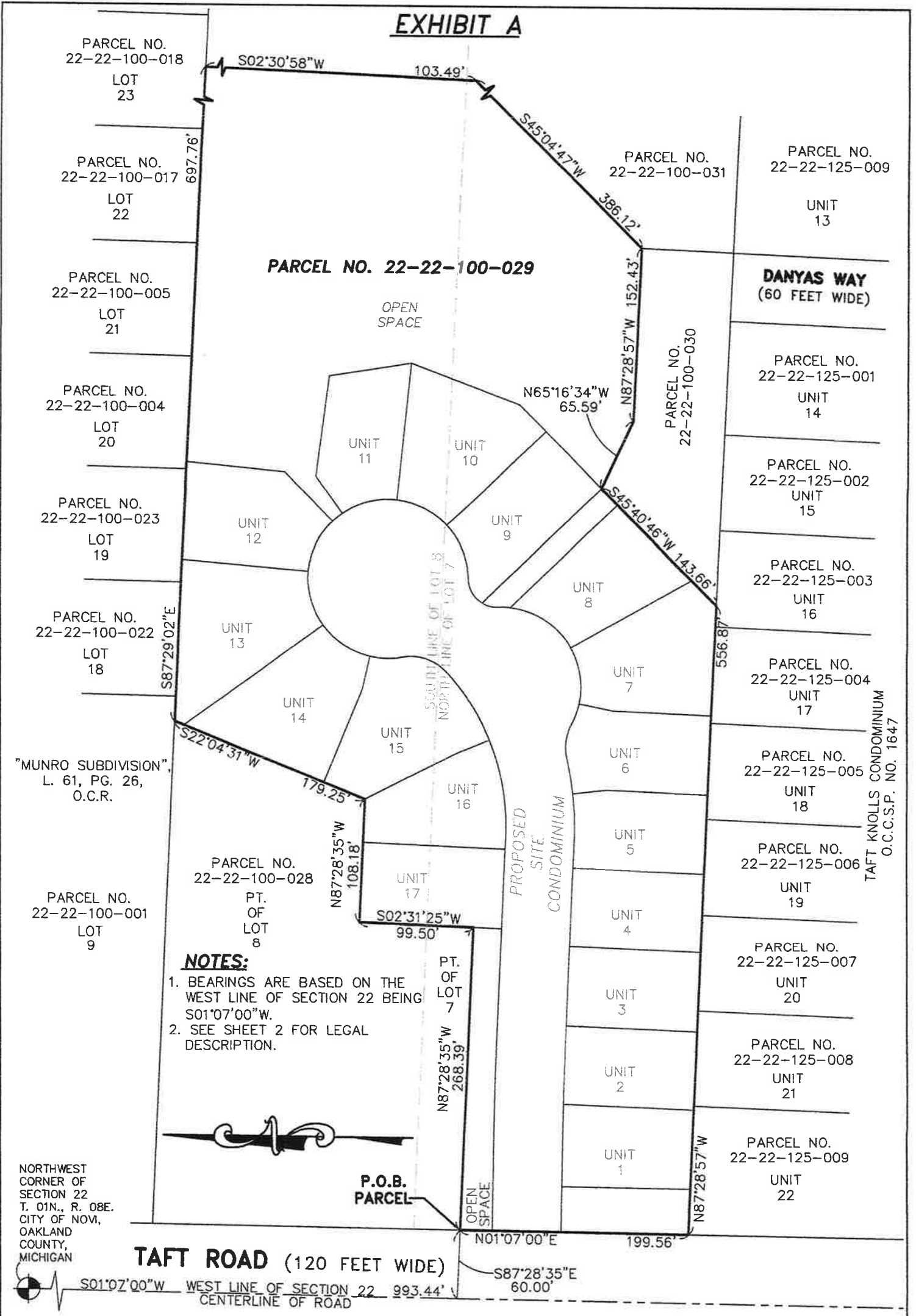
STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

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: \_\_\_\_\_

<p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz &amp; Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331</p>	<p>And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375</p>
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**EXHIBIT A**



- NOTES:**
1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 22 BEING S01°07'00"W.
  2. SEE SHEET 2 FOR LEGAL DESCRIPTION.



NORTHWEST CORNER OF SECTION 22 T. 01N., R. 08E. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

P.O.B. PARCEL

**TAFT ROAD (120 FEET WIDE)**



S01°07'00"W WEST LINE OF SECTION 22 993.44' CENTERLINE OF ROAD



**GREENTECH**  
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:

DATE: 8-22-2019

**PARCEL SKETCH**

DRAWN BY: PWK

PARCEL NO. 22-22-100-029

CHECKED BY: DJL

SECTION: 22 TOWNSHIP: 01N. RANGE: 08E.  
CITY OF NOVI  
OAKLAND COUNTY  
MICHIGAN

0 50 100  
FBK: --  
CHF: --  
SCALE HOR 1"=100 FT.  
VER 1"= -- FT.

1/2

18-206



**EXHIBIT A**

**LEGAL DESCRIPTION:**

PARCEL NO. 22-22-100-029

PART OF LOTS 7 AND 8 OF "MUNRO SUBDIVISION" OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, T.01N., R.08E., CITY OF NOVI, OAKLAND COUNTY MICHIGAN, AS RECORDED IN LIBER 61, PAGE 26, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

**BEGINNING** AT A POINT ON THE EAST RIGHT OF WAY LINE OF TAFT ROAD, 120 FEET WIDE, BEING DISTANT S01°07'00"W 993.44 FEET ALONG THE WEST LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE CENTERLINE OF SAID TAFT ROAD, AND S87°28'35"E 60.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE CONTINUING S87°28'35"E 268.39 FEET; THENCE N02°31'25"E 99.50 FEET; THENCE S87°28'35"E 108.18 FEET; THENCE N22°04'31"E 179.25 FEET TO THE NORTH LINE OF SAID LOT 8; THENCE ALONG SAID NORTH LINE, S87°29'02"E 697.76 FEET; THENCE S02°30'58"W 103.49 FEET; THENCE S45°04'47"W 386.12 FEET; THENCE N87°28'57"W 152.43 FEET; THENCE N65°16'34"W 65.59 FEET; THENCE S45°40'46"W 143.66 FEET TO THE SOUTH LINE OF SAID LOT 7, SAID LINE ALSO BEING THE NORTH LINE OF "TAFT KNOLLS" CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1647, AS RECORDED IN LIBER 37536, PAGE 117, AS AMENDED; THENCE ALONG SAID SOUTH LINE, N87°28'57"W 556.87 FEET TO THE SAID EAST LINE OF TAFT ROAD; THENCE ALONG SAID EAST LINE, N01°07'00"E 199.56 FEET TO THE **POINT OF BEGINNING**. CONTAINING 8.12 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.



CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	DATE: 8-22-2019
	DRAWN BY: PWK
	CHECKED BY: DJL
<b>PARCEL SKETCH</b>	
PARCEL NO. 22-22-100-029 HERITAGE WOODS	FBK: 2/2
SECTION: 22    TOWNSHIP: 01N.    RANGE: 08E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	CHF: 18-206
	SCALE HOR 1"= FT. VER 1"= FT.

# EXHIBIT B

## 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
INSPECT FOR FLOATABLES ANDDEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$50.00	\$300.00
REMOVAL OF FLOATABLES ANDDEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$200.00	\$200.00
INSPECT SYSTEM FOR EROSION ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$50.00	\$300.00
<b>TOTAL ANNUAL BUDGET</b>			<b>\$1,400.00</b>



GREENTECH

ENGINEERING, INC.

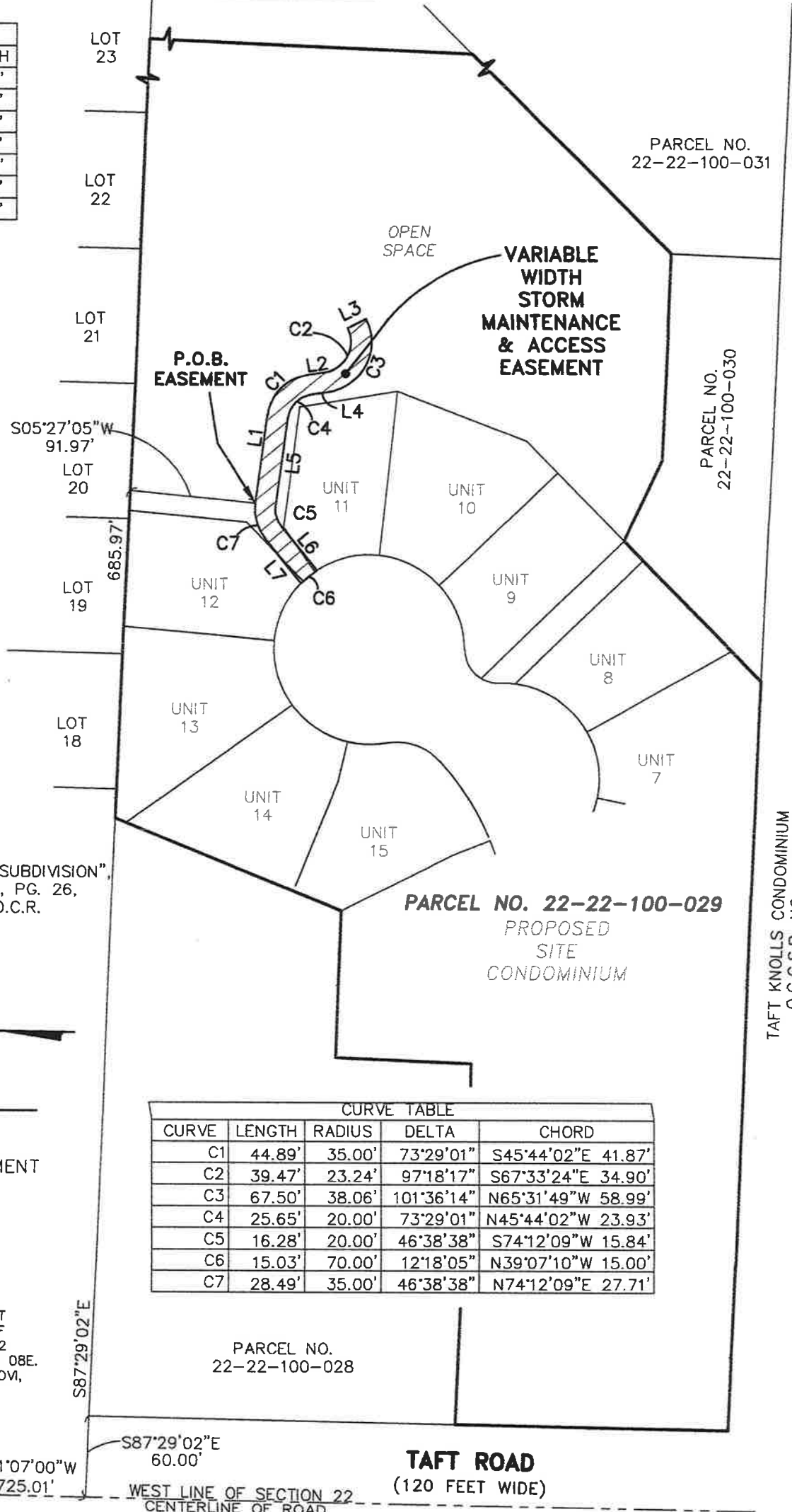
CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	DATE: 8-22-2019
<b>ANNUAL ESTIMATED COST FOR MAINTENANCE</b>	DRAWN BY: PWK
PARCEL NO. 22-22-100-029 HERITAGE WOODS	CHECKED BY: DJL
SECTION: 22      TOWNSHIP: 01N.      RANGE: 08E.	0
CITY OF NOVI	1 / 1
OAKLAND COUNTY	18-206
MICHIGAN	SCALE    HOR 1"=    FT. VER 1"=    FT.

# EXHIBIT C

LINE TABLE		
LINE	BEARING	LENGTH
L1	S82°28'32"E	65.60'
L2	S08°59'31"E	16.68'
L3	S26°12'32"E	15.00'
L4	N08°59'31"W	16.68'
L5	N82°28'32"W	65.60'
L6	S50°52'50"W	41.75'
L7	N50°52'50"E	41.75'



**NOTES:**

1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 22 BEING S01°07'00"W.
2. SEE SHEET 2 FOR EASEMENT DESCRIPTION.

"MUNRO SUBDIVISION",  
L. 61, PG. 26,  
O.C.R.



**LEGEND**



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	44.89'	35.00'	73°29'01"	S45°44'02"E 41.87'
C2	39.47'	23.24'	97°18'17"	S67°33'24"E 34.90'
C3	67.50'	38.06'	101°36'14"	N65°31'49"W 58.99'
C4	25.65'	20.00'	73°29'01"	N45°44'02"W 23.93'
C5	16.28'	20.00'	46°38'38"	S74°12'09"W 15.84'
C6	15.03'	70.00'	12°18'05"	N39°07'10"W 15.00'
C7	28.49'	35.00'	46°38'38"	N74°12'09"E 27.71'

NORTHWEST CORNER OF SECTION 22  
T. 01N., R. 08E.  
CITY OF NOVI,  
OAKLAND COUNTY,  
MICHIGAN

S01°07'00"W 725.01'  
S87°29'02"E 60.00'  
WEST LINE OF SECTION 22  
CENTERLINE OF ROAD



CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	DATE: 1-24-2020
<b>EXHIBIT 'C'</b> PARCEL NO. 22-22-100-029 HERITAGE WOODS SECTION: 22 TOWNSHIP: 01N. RANGE: 08E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	DRAWN BY: PWK
	CHECKED BY: DJL
	0 50 100 FBK: --- CHF: ---
SCALE HOR 1"=100 FT. VER 1"=--- FT.	

TAFT KNOLLS CONDOMINIUM  
 O.C.C.S.P. NO. 1647

## EXHIBIT C

### PROPOSED VARIABLE WIDTH STORM MAINTENANCE & ACCESS EASEMENT

PART OF THE NORTHWEST 1/4 OF SECTION 22, T.01N., R.08E., CITY OF NOVI, OAKLAND COUNTY MICHIGAN, DESCRIBED AS:

**BEGINNING** AT A POINT, BEING DISTANT S01°07'00"W 725.01 FEET ALONG THE WEST LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE CENTERLINE OF SAID TAFT ROAD, 120 FEET WIDE, AND S87°29'02"E 60.00 FEET, AND CONTINUING S87°29'02"E 685.97 FEET ALONG THE NORTH LINE OF LOT 8 OF "MUNRO SUBDIVISION", AS RECORDED IN LIBER 61 OF PLATS, PAGE 26, OAKLAND COUNTY RECORDS, AND S05°27'05"W 91.97 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE S82°28'32"E 65.60 FEET; THENCE 44.89 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 73°29'01" AND A CHORD BEARING S45°44'02"E 41.87 FEET; THENCE S08°59'31"E 16.68 FEET; THENCE 39.47 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 23.24 FEET, A DELTA ANGLE OF 97°18'17" AND A CHORD BEARING S67°33'24"E 34.90 FEET; THENCE S26°12'32"E 15.00 FEET; THENCE 67.50 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 38.06 FEET, A DELTA ANGLE OF 101°36'14" AND A CHORD BEARING N65°31'49"W 58.99 FEET; THENCE N08°59'31"W 16.68 FEET; THENCE 25.65 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 73°29'01" AND A CHORD BEARING N45°44'02"W 23.93 FEET; THENCE N82°28'32"W 65.60 FEET; THENCE 16.28 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 46°38'38" AND A CHORD BEARING S74°12'09"W 15.84 FEET; THENCE S50°52'50"W 41.75 FEET; THENCE 15.03 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 12°18'05" AND A CHORD BEARING N39°07'10"W 15.00 FEET; THENCE N50°52'50"E 41.75 FEET; THENCE 28.49 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 46°38'38" AND A CHORD BEARING N74°12'09"E 27.71 FEET TO THE **POINT OF BEGINNING**.



**GREENTECH**  
ENGINEERING, INC.

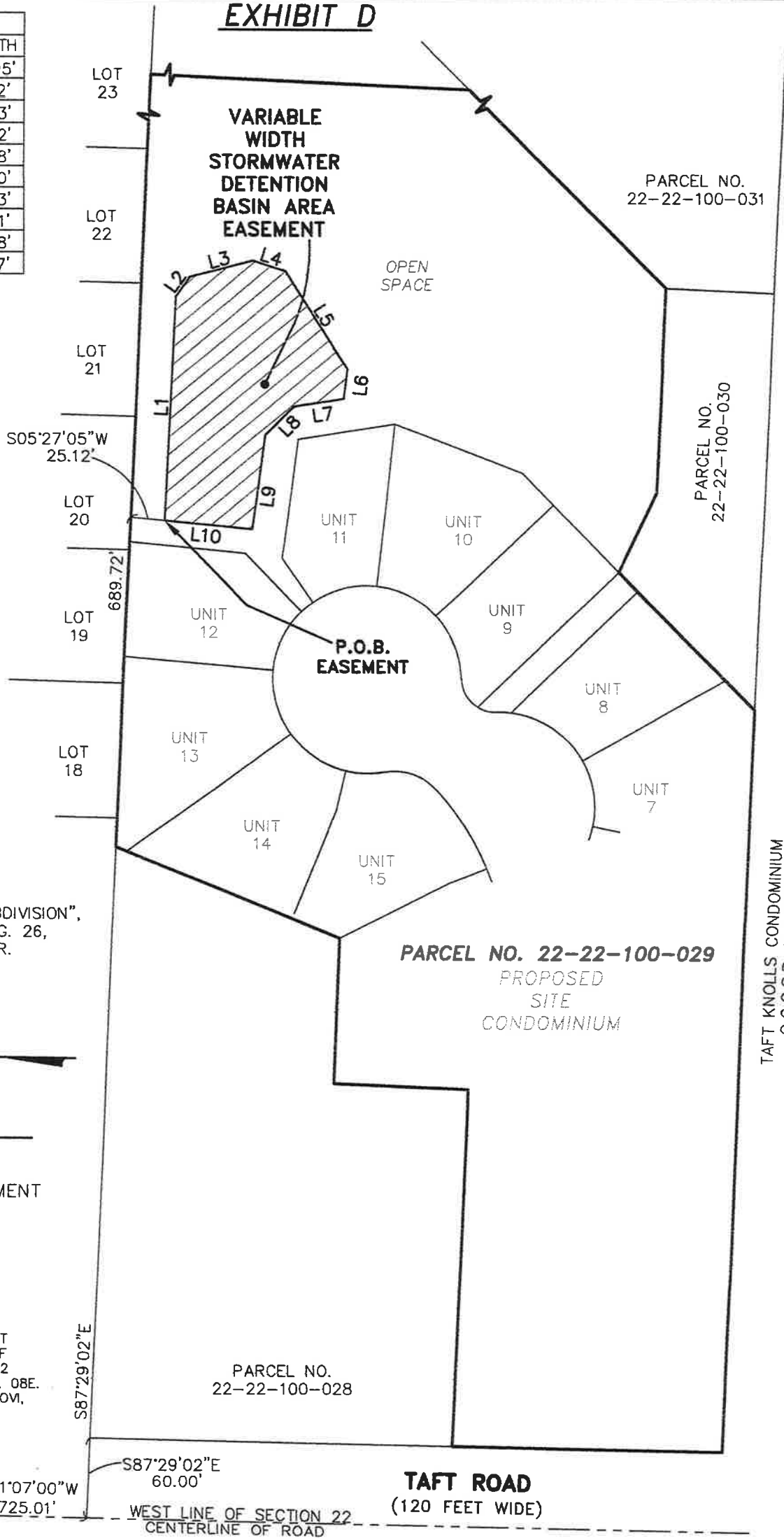
CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	DATE: 1-24-2020
	DRAWN BY: PWK
	CHECKED BY: DJL
<b>EXHIBIT 'C'</b>	
PARCEL NO. 22-22-100-029 HERITAGE WOODS SECTION: 22    TOWNSHIP: 01N.    RANGE: 08E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	FBK: --- CHF: --- <span style="font-size: 2em; font-weight: bold;">2/2</span>
	SCALE HOR 1"=100 FT. VER 1"=--- FT.

# EXHIBIT D

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°16'30"E	167.95'
L2	S53°51'46"E	18.02'
L3	S14°45'51"E	48.23'
L4	S17°53'53"W	25.42'
L5	S57°53'13"W	86.28'
L6	N82°37'08"W	22.50'
L7	N08°59'31"W	37.83'
L8	N45°44'02"W	29.91'
L9	N82°28'32"W	70.88'
L10	N05°27'05"E	65.17'



**NOTES:**

1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 22 BEING S01°07'00"W.
2. SEE SHEET 2 FOR EASEMENT DESCRIPTION.

"MUNRO SUBDIVISION",  
L. 61, PG. 26,  
O.C.R.



**LEGEND**



NORTHWEST  
CORNER OF  
SECTION 22  
T. 01N., R. 08E.  
CITY OF NOVI,  
OAKLAND  
COUNTY,  
MICHIGAN

S01°07'00"W 725.01'  
S87°29'02"E 60.00'  
WEST LINE OF SECTION 22  
CENTERLINE OF ROAD

**GREENTECH**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	DATE: 1-24-2020
<b>EXHIBIT D</b>	DRAWN BY: PWK
	CHECKED BY: DJL
PARCEL NO. 22-22-100-029 HERITAGE WOODS SECTION: 22 TOWNSHIP: 01N. RANGE: 08E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	 FBK: --- CHF: --- SCALE HOR 1"=100 FT. VER 1"=--- FT.
	1/2

TAFT KNOLLS CONDOMINIUM  
O.C.C.S.P. NO. 1647

EXHIBIT D

**STORM WATER DETENTION BASIN AREA EASEMENT**

PART OF THE NORTHWEST 1/4 OF SECTION 22, T.01N., R.08E., CITY OF NOVI, OAKLAND COUNTY MICHIGAN, DESCRIBED AS:

**BEGINNING** AT A POINT, BEING DISTANT S01°07'00"W 725.01 FEET ALONG THE WEST LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE CENTERLINE OF SAID TAFT ROAD, 120 FEET WIDE, AND S87°29'02"E 60.00 FEET, AND CONTINUING S87°29'02"E 689.72 FEET ALONG THE NORTH LINE OF LOT 8 OF "MUNRO SUBDIVISION", AS RECORDED IN LIBER 61 OF PLATS, PAGE 26, OAKLAND COUNTY RECORDS, AND S05°27'05"W 25.12 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE S87°16'30"E 167.95 FEET; THENCE S53°51'46"E 18.02 FEET; THENCE S14°45'51"E 48.23 FEET; THENCE S17°53'53"W 25.42 FEET; THENCE S57°53'13"W 86.28 FEET; THENCE N82°37'08"W 22.50 FEET; THENCE N08°59'31"W 37.83 FEET; THENCE N45°44'02"W 29.91 FEET; THENCE N82°28'32"W 70.88 FEET; THENCE N05°27'05"E 65.17 FEET TO THE **POINT OF BEGINNING**.



**GREENTECH**  
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	DATE: 1-24-2020
	DRAWN BY: PWK
	CHECKED BY: DJL
<b>EXHIBIT 'D'</b>	0 50 100
PARCEL NO. 22-22-100-029	FBK: ---
HERITAGE WOODS	CHF: ---
SECTION: 22 TOWNSHIP: 01N. RANGE: 08E.	2/2
CITY OF NOVI	18-206
OAKLAND COUNTY	SCALE HOR 1"=100 FT.
MICHIGAN	VER 1"= --- FT.

February 25, 2020

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

Re: Heritage Woods (fka Munro's Preserve) - Acceptance Documents Review  
Novi # JSP19-0009  
SDA Job No. NV19-223  
**EXHIBITS APPROVED**

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on February 25, 2020 against the Final Site Plan (Stamping Set) approved on October 4, 2019 and our as built field records. We offer the following comments:

**Final Acceptance Documents**

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

1. On-Site Water System Easement  
Executed January 28, 2020  
Exhibit Approved
2. On-Site Sanitary Sewer Easement  
Executed January 28, 2020  
Exhibit Approved
3. Off-Site Sanitary Sewer Easement  
Parcel 22-22-100-030  
Executed January 28, 2020  
Exhibit Approved
4. Off-Site Sanitary Sewer Easement  
Parcel 22-22-100-031  
Executed January 27, 2020  
Exhibit Approved
5. On Site Storm Sewer Easement for Off Site Drainage  
Executed January 28, 2020  
Exhibit Approved

6. Storm Drainage Facility / Maintenance Easement Agreement  
Executed January 28, 2020  
Exhibits A, B, C, D Approved
7. Off-Site Emergency Access Easement  
Parcel 22-22-100-031  
Executed January 27, 2020  
Exhibit Approved
8. Off-Site Emergency Access Easement  
Parcel 22-22-100-030  
Executed January 28, 2020  
Exhibit Approved
9. Off-Site Emergency for Storm Water and Surface Drainage  
Parcel 22-22-100-031  
Executed January 27, 2020  
Exhibit Approved
10. Warranty Deed for Road Right-of-Way – Off Site Danyas Way  
Recorded October 9, 2019  
Exhibits Approved
11. Warranty Deed for Road Right-of-Way – Internal  
Executed January 28, 2020  
Exhibits Approved
12. Bills of Sale: Sanitary Sewer System and Water Supply System  
Executed January 28, 2020  
Exhibits Approved
13. Bills of Sale: Roads  
Executed January 28, 2020  
Exhibits Approved
14. Full Unconditional Waivers of Lien from contractors installing public utilities  
Executed various dates  
Approved
15. Sworn Statement signed by Developer  
(executed January 31, 2020)  
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.



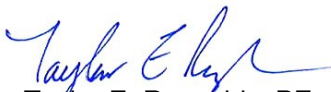
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

**It should be noted** that the Plan Review Center Report dated September 6, 2019 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**



Taylor E. Reynolds, PE  
Senior Project Engineer

Cc (via Email):

Victor Boron, City of Novi  
Michael Freckelton, 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, Johnson, Rosati, Schultz, Joppich  
Angie Sosnowski, City of Novi