



**CITY OF NOVI CITY COUNCIL  
NOVEMBER 8, 2021**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Cambridge of Novi, LLC for Terra, a residential development, located north of Nine Mile Road and west of Beck Road (parcels 50-22-30-401-028 and 50-22-29-326-056).

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

**BACKGROUND INFORMATION:**

Cambridge of Novi, LLC 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 3, 2020) and the City Engineering consultant (Spalding DeDecker, March 18, 2021), and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Cambridge of Novi, LLC for Terra, a residential development, located north of Nine Mile Road and west of Beck Road (parcels 50-22-30-401-028 and 50-22-29-326-056).

# Terra SDFMEA

## Location Map




Map Author: Kate Purpura  
Date: 10/20/2021  
Project: Terra  
Version: 1.0

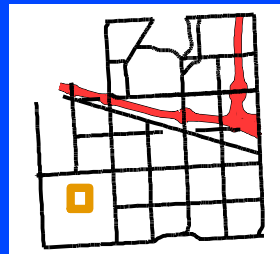
Amended By:  
Date:  
Department:

#### 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.

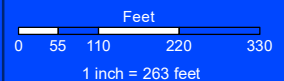
### Map Legend

 Subject Property



## 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 3, 2020

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

**Re: Terra JSP 17-0052  
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 Terra residential condominium development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosures

Jeffrey Herczeg, Director of Public Works  
City of Novi  
February 3, 2020  
Page 2

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)  
Mark Guidobono, Cambridge of Novi, LLC (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

# MEMORANDUM



**TO:** BETH SAARELA, CITY ATTORNEY  
**FROM:** KATE RICHARDSON, PROJECT ENGINEER  
**SUBJECT:** TERRA PH. 1 – SDFMEA AND SIDEWALK EASEMENT EXHIBITS  
**DATE:** MARCH 29, 2021

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The attached exhibits were revised by the Design Engineer of Terra, Seiber Keast Engineering, to address the following site plan revisions:

- Revision of sidewalk orientation along Nine Mile Road
- Addition of two entrance walls
- Removal of concrete sidewalk along emergency access route
- Revision of the emergency access route closest to Nine Mile

The revisions impacted the orientation of the ingress/egress easement included in the Storm Drainage Facility Maintenance Access Easement (SDFMEA) and the orientation of the sidewalk along Nine Mile Road. The revised Stamping Set that includes the above-mentioned alterations was approved by the Engineering Division on March 22, 2021. Spalding DeDecker approved of the revised exhibits on March 18, 2021. The applicant, Mark Guidobono, provided written approval on March 15, 2021 to allow the old exhibits to be swapped out for the newly approved versions. The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) will be sent to City Council for approval shortly and Sidewalk Easement will be sent to City Council once the sidewalk along Nine Mile Road has been completed.

c: Ben Croy, PE; City Engineer

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

THIS EASEMENT AGREEMENT is made this 15TH day of JANUARY, 2020, by and between CAMBRIDGE OF NOVI, LLC, a Michigan LLC, whose address is 47765 BELLAGIO DR., NORTHVILLE, MI 48167 (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 14<sup>190</sup> 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 RESIDENTIAL development on the Property.
- B. The RESIDENTIAL 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  
CAMBRIDGE OF NOVI, LLC  
[Signature]  
By: MARK F. GUIDOBONO  
Its: PARTNER

STATE OF MICHIGAN )  
                                  ) ss.  
                                  ) WAYNE  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 15 day of January, 2020, by Mark Guidobono, as the owner of Cambridge of Novi LLC

RITA M HOMMINGA  
Notary Public - State of Michigan  
Wayne County  
My Commission Expires Oct 4, 2022  
Acting in the County of Wayne

[Signature]  
Notary Public  
Acting in Wayne County, Michigan  
My Commission Expires: 10-4-2022

CITY OF NOVI  
A Municipal Corporation

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

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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



# EXHIBIT A

## Subject Property Legal Description

Part of the SE 1/4 of Section 30, T.1N, R.8E., City of Novi, Oakland County, Michigan, escribed as follows: Beginning at a Point located in the C/L of Nine Mile Road, said Point being N84°59'12"E 768.86 feet along the C/L of Nine Mile Road and N54°40'45"E 637.01 feet along said C/L and N48°01'41"E 66.00 feet along said C/L and N53°30'11"E 95.52 feet along said C/L and N02°57'55"W 51.57 feet from the South 1/4 Corner of Section 30; thence N02°57'55"W 666.93 feet; thence S50°15'11"W 152.36 feet; thence N02°57'42"W 745.60 feet; thence N86°41'28"E 176.20 feet; thence S33°11'36"E 81.72 feet; thence S16°46'02"E 45.23 feet; thence S08°13'21"E 118.62 feet; thence N58°32'05"E 202.27 feet; thence N68°13'15"E 87.67 feet; thence N71°06'06"E 123.21 feet; thence S57°53'47"E 239.85 feet; thence S43°25'30"E 38.92 feet; thence S41°02'26"E 96.62 feet; thence N82°48'56"E 204.95 feet; thence S79°57'38"E 144.89 feet; thence N57°23'27"E 82.21 feet to the East line of Section 30; thence along the East line of Section 30 S02°55'33"E 547.56 feet; thence S72°10'25"W 225.92 feet; thence N03°29'24"W 294.19 feet; thence S86°30'35"W 324.26 feet; thence S03°29'25"E 94.19 feet; thence S81°07'19"W 123.77 feet; thence S87°09'55"W 126.82 feet; thence S02°48'50"E 360.66 feet; thence S57°34'11"W 207.81 feet; thence S53°31'53"W 261.16 feet to the point of beginning. containing 20.44 Acres and subject to easements and Right-Of-Ways of record.  
(Parcel 22-30-401-26)

and also, including Part of the SW 1/4 of Section 29, T.1N., R.8E., City of Novi, Oakland County, Michigan, described as beginning at the intersection of the West line of said Section 29 and the C/L of Nine Mile Road being N02°55'33"W, 901.19 feet from the Southwest Corner of said Section 29; thence continuing along said West line N02°55'33"W, 546.98 feet; thence N57°23'27"E, 19.83 feet; thence N86°14'36"E, 162.67 feet; thence N48°23'38"E, 167.75 feet; thence N59°58'09"E, 125.35 feet; thence N82°20'57"E, 290.69 feet; thence S82°03'30"E, 143.01 feet; thence S03°01'41"E, 32.12 feet; thence S18°05'04"W, 59.92 feet; thence S38°22'03" W, 540.46 feet; thence S03°49'56"E, 35.92 feet; thence S86°21'32" W, 56.69 feet; thence S38°57'31"W, 44.64 feet; thence S02°26'55"E, 73.82 feet; thence N75°23'04"E, 396.16 feet to the point of beginning. Containing 8.61 Acres and subject to easements and right-of-ways of record of record.  
description Parcel 22-29-326-040

## SUBJECT PROPERTY LEGAL DESCRIPTION



**SEIBER, KEAST  
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 • EMAIL: INFO@SEIBERKEAST.COM

**TERRA**

SECTION 29/30, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	01-10-2020
JOB NO.:	15-030
DWG:	15-030ESMT-ST MGMT.DWG
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CHECK:	DFR/JE
SHEET:	1 OF 1

# EXHIBIT B

## Exhibit B

### Terra Condominiums - Storm Drainage Facility Maintenance Easement Agreement

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>Annual Estimated Cost for Maintenance &amp; Repairs</u>		
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$900	\$950	\$1,000
Biofiltration area Leaching Basins	Check cover, basin structure and outlet pipe for accumulation of debris/sediment and remove as necessary.	Make adjustments/repairs to ensure proper functioning of the basin and outlet pipe.	\$800	\$840	\$880
Detention Basin	Regularly mow buffer strips. If buffer is a lawn, mow frequently. Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks.	\$1,300	\$1,380	\$1,460
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$600	\$630	\$660
Oil & Gas Separators	After each storm that meets or exceeds a 10-year storm event, inspect & clean out as necessary.	Remove sediment and debris clogging structure and outlet pipe.	\$800	\$840	\$880
Total:			\$4,400	\$4,640	\$4,880

#### SCHEDULE OF MAINTENANCE



**SEIBER, KEAST  
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

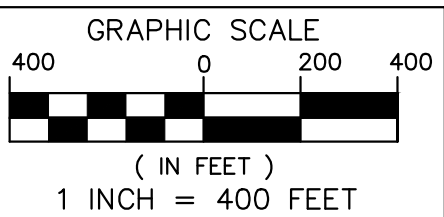
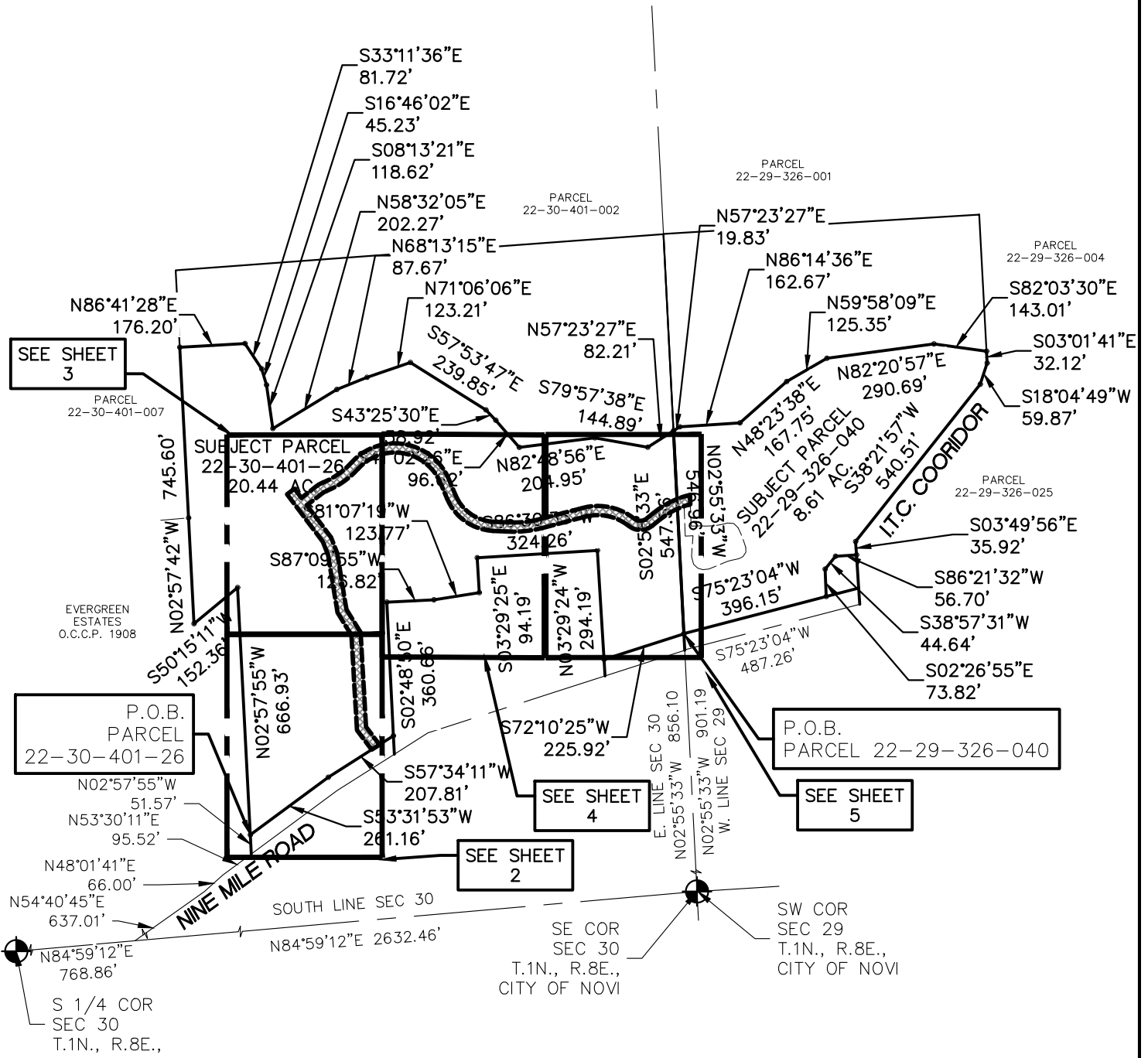
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# EXHIBIT C



SUBJECT PROPERTY AND SHEET INDEX  
FOR INGRESS/EGRESS EASEMENT AREA



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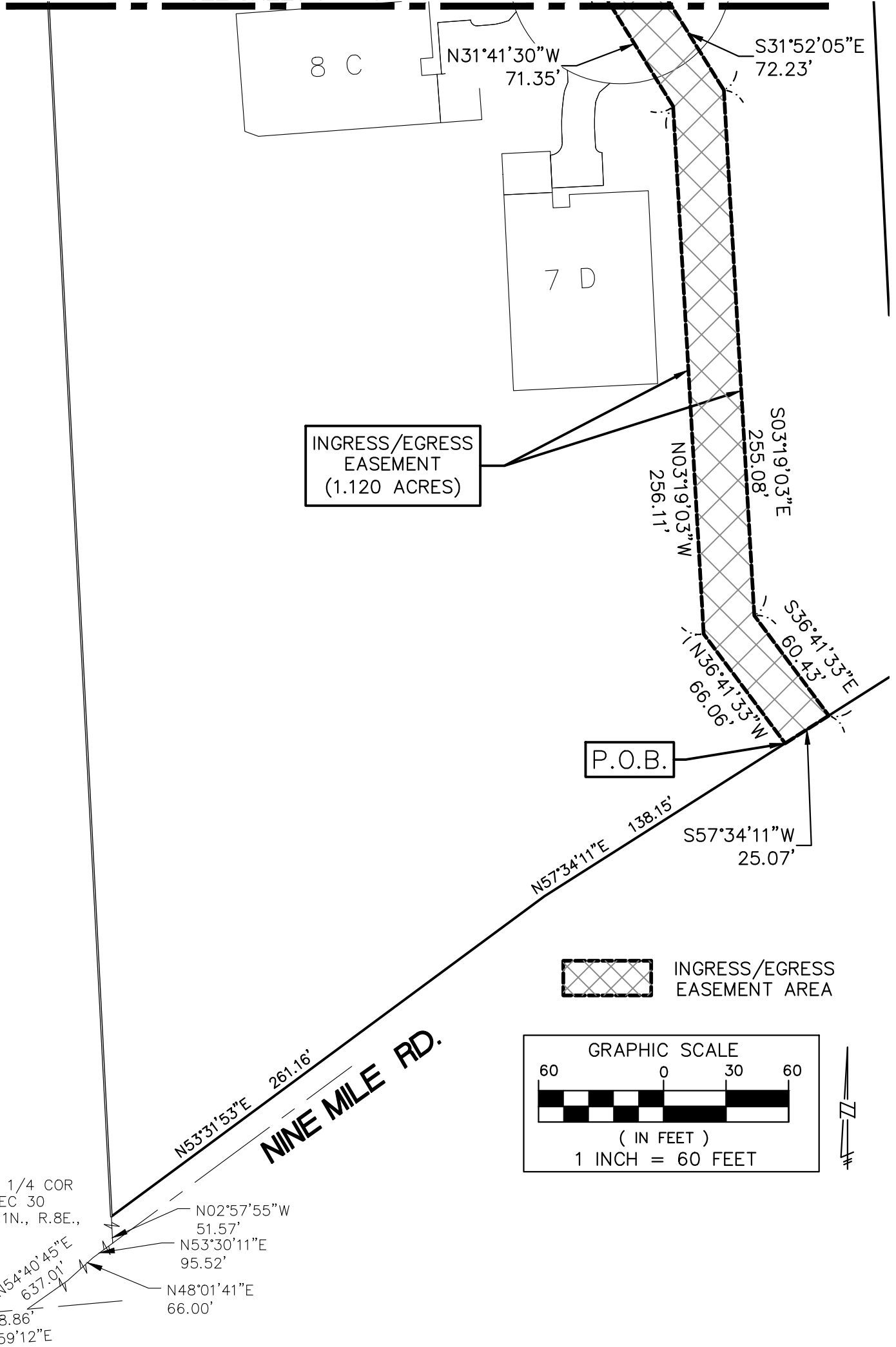
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OAKLAND COUNTY, MICHIGAN

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# EXHIBIT C

SEE SHEET 3 FOR CONTINUATION



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**SEIBER, KEAST  
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

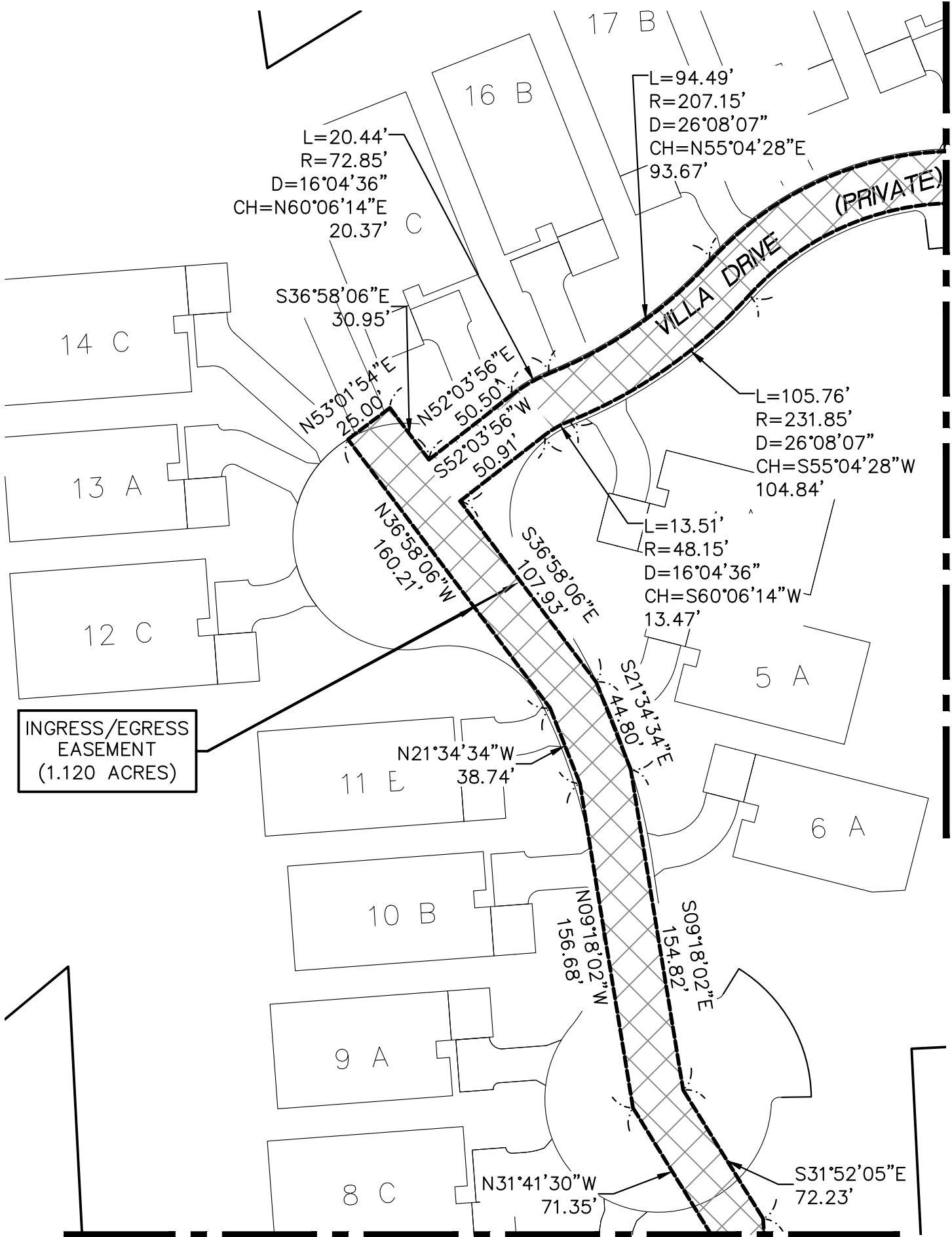
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**TERRA**

SECTION 29/30, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

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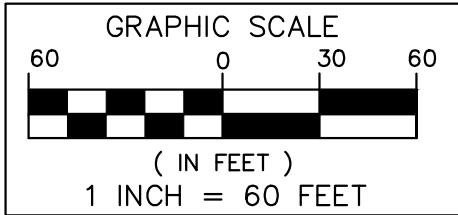
# EXHIBIT C



INGRESS/EGRESS EASEMENT (1.120 ACRES)

SEE SHEET 4 FOR CONTINUATION

SEE SHEET 2 FOR CONTINUATION



INGRESS/EGRESS EASEMENT AREA

INGRESS/EGRESS EASEMENT



**SEIBER, KEAST ENGINEERING, L.L.C.**  
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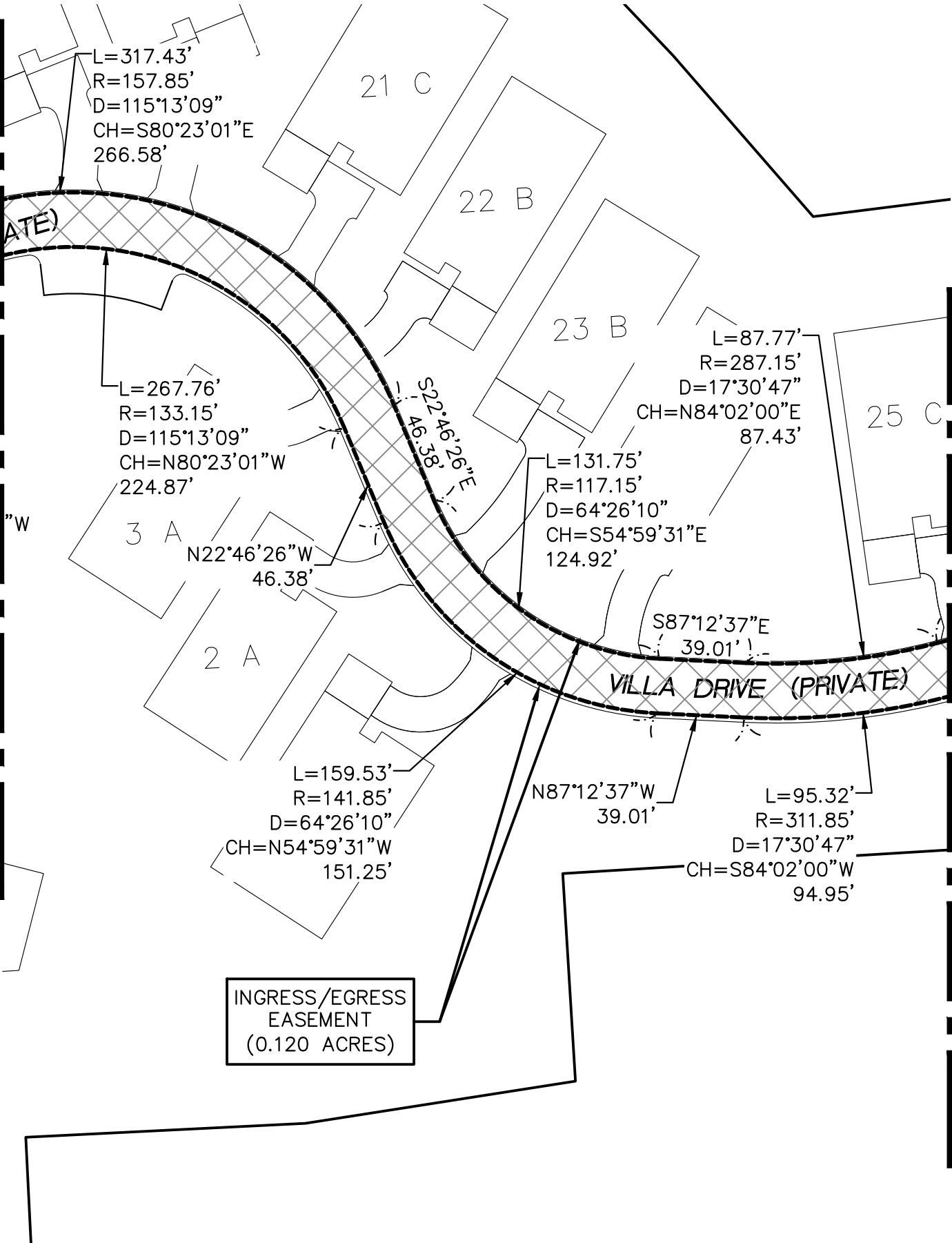
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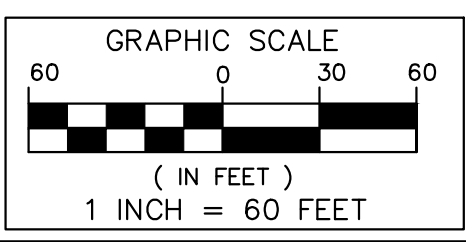
# EXHIBIT C

SEE SHEET 3 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION



INGRESS/EGRESS EASEMENT  
(0.120 ACRES)



INGRESS/EGRESS EASEMENT AREA

INGRESS/EGRESS EASEMENT



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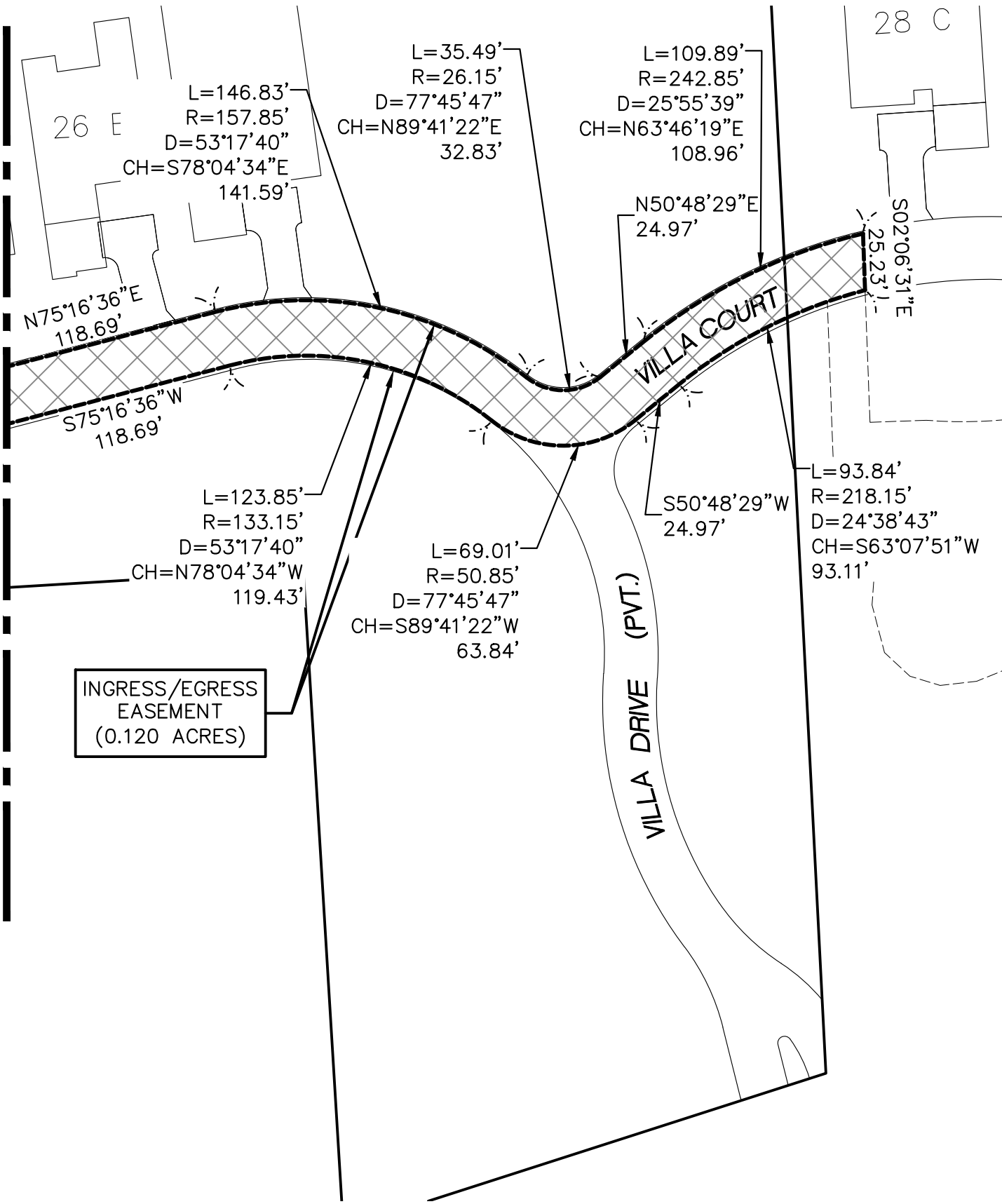
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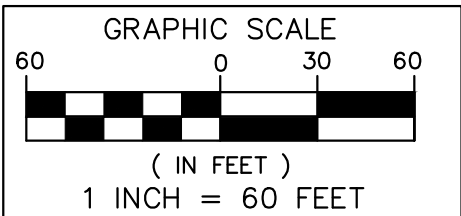
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# EXHIBIT C

SEE SHEET 4 FOR CONTINUATION



INGRESS/EGRESS  
EASEMENT  
(0.120 ACRES)



INGRESS/EGRESS  
EASEMENT AREA

INGRESS/EGRESS EASEMENT



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SHEET:	5 OF 6

# EXHIBIT C

## INGRESS/EGRESS EASEMENT AREA LEGAL DESCRIPTION

An Ingress/Egress Easement, being situated in a Part of the Southeast 1/4 of Section 30 and the Southwest 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing from the South 1/4 Corner of said Section 30; thence North 84°59'12" East, 768.86 feet along the South Line of said Section 30 and centerline of Nine Mile Road; thence North 54°40'45" East, 637.01 feet, along centerline of said Nine Mile Road; thence North 48°01'41" East, 66.00 feet, along centerline of said Nine Mile Road; thence North 53°30'11" East, 95.52 feet, along centerline of said Nine Mile Road; thence North 02°57'55" West, 51.57 feet; thence North 53°31'53" East, 261.16 feet; thence North 57°34'11" East, 138.15 feet, **for a POINT OF BEGINNING**; thence North 36°41'33" West, 66.06 feet; thence North 03°19'03" West, 256.11 feet; thence North 31°41'30" West, 71.35 feet; thence North 09°18'02" West, 156.68 feet; thence North 21°34'34" West, 38.74 feet; thence North 36°58'06" West, 160.21 feet; thence North 53°01'54" East, 25.00 feet; thence South 36°58'06" East, 30.95 feet; thence North 52°03'56" East, 50.50 feet; thence 20.44 feet along a curve to the right, said curve having a radius of 72.85 feet, a central angle of 16°04'36" and a chord bearing and distance of North 60°06'14" East, 20.37 feet; thence 94.49 feet along a curve to the left, said curve having a radius of 207.15 feet, a central angle of 26°08'07" and a chord bearing and distance of North 55°04'28" East, 93.67 feet; thence 317.43 feet along a curve to the right, said curve having a radius of 157.85 feet, a central angle of 115°13'09" and a chord bearing and distance of South 80°23'01" East, 266.58 feet; thence South 22°46'26" East, 46.38 feet; thence 131.75 feet along a curve to the left, said curve having a radius of 117.15 feet, a central angle of 64°26'10" and a chord bearing and distance of South 54°59'31" East, 124.92 feet; thence South 87°12'37" East, 39.01 feet; thence 87.77 feet along a curve to the left, said curve having a radius of 287.15 feet, a central angle of 17°30'47" and a chord bearing and distance of North 84°02'00" East, 87.43 feet; thence North 75°16'36" East, 118.69 feet; thence 146.83 feet along a curve to the right, said curve having a radius of 157.85 feet, a central angle of 53°17'40" and a chord bearing and distance of South 78°04'34" East, 141.59 feet; thence 35.49 feet along a curve to the left, said curve having a radius of 26.15 feet, a central angle of 77°45'47" and a chord bearing and distance of North 89°41'22" East, 32.83 feet; thence North 50°48'29" East, 24.97 feet; thence 109.89 feet along a curve to the right, said curve having a radius of 242.85 feet, a central angle of 25°55'39" and a chord bearing and distance of North 63°46'19" East, 108.96 feet; thence South 02°06'31" East, 25.23 feet; thence 93.84 feet along a curve to the left, said curve having a radius of 218.15 feet, a central angle of 24°38'43" and a chord bearing and distance of South 63°07'51" West, 93.11 feet; thence South 50°48'29" West, 24.97 feet; thence 69.01 feet along a curve to the right, said curve having a radius of 50.85 feet, a central angle of 77°45'47" and a chord bearing and distance of South 89°41'22" West, 63.84 feet; thence 123.85 feet along a curve to the left, said curve having a radius of 133.15 feet, a central angle of 53°17'40" and a chord bearing and distance of North 78°04'34" West, 119.43 feet; thence South 75°16'36" West, 118.69 feet; thence 95.32 feet along a curve to the right, said curve having a radius of 311.85 feet, a central angle of 17°30'47" and a chord bearing and distance of South 84°02'00" West, 94.95 feet; thence North 87°12'37" West, 39.01 feet; thence 159.53 feet along a curve to the right, said curve having a radius of 141.85 feet, a central angle of 64°26'10" and a chord bearing and distance of North 54°59'31" West, 151.25 feet; North 22°46'26" West, 46.38 feet; thence 267.76 feet along a curve to the left, said curve having a radius of 133.15 feet, a central angle of 115°13'09" and a chord bearing and distance of North 80°23'01" West, 224.87 feet; thence 105.76 feet along a curve to the right, said curve having a radius of 231.85 feet, a central angle of 26°08'07" and a chord bearing and distance of South 55°04'28" West, 104.84 feet; thence 13.51 feet along a curve to the left, said curve having a radius of 48.15 feet, a central angle of 16°04'36" and a chord bearing and distance of South 60°06'14" West, 13.47 feet; thence South 52°03'56" West, 50.91 feet; thence South 36°58'06" East, 107.93 feet; thence South 21°34'34" East, 44.80 feet; thence South 09°18'02" East, 154.82 feet; thence South 31°52'05" East, 72.23 feet; thence South 03°19'03" East, 255.08 feet; thence South 36°41'33"E, 60.43 feet; thence South 57°34'11" West, 25.07 feet, **to the Point of Beginning**. All of the above containing 1.120 Acres.

INGRESS/EGRESS EASEMENT LEGAL DESCRIPTION



**SEIBER, KEAST  
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 • EMAIL: INFO@SEIBERKEAST.COM

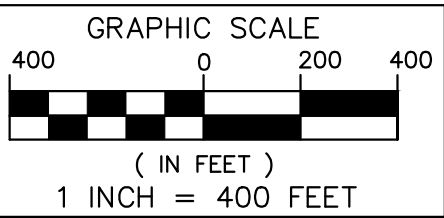
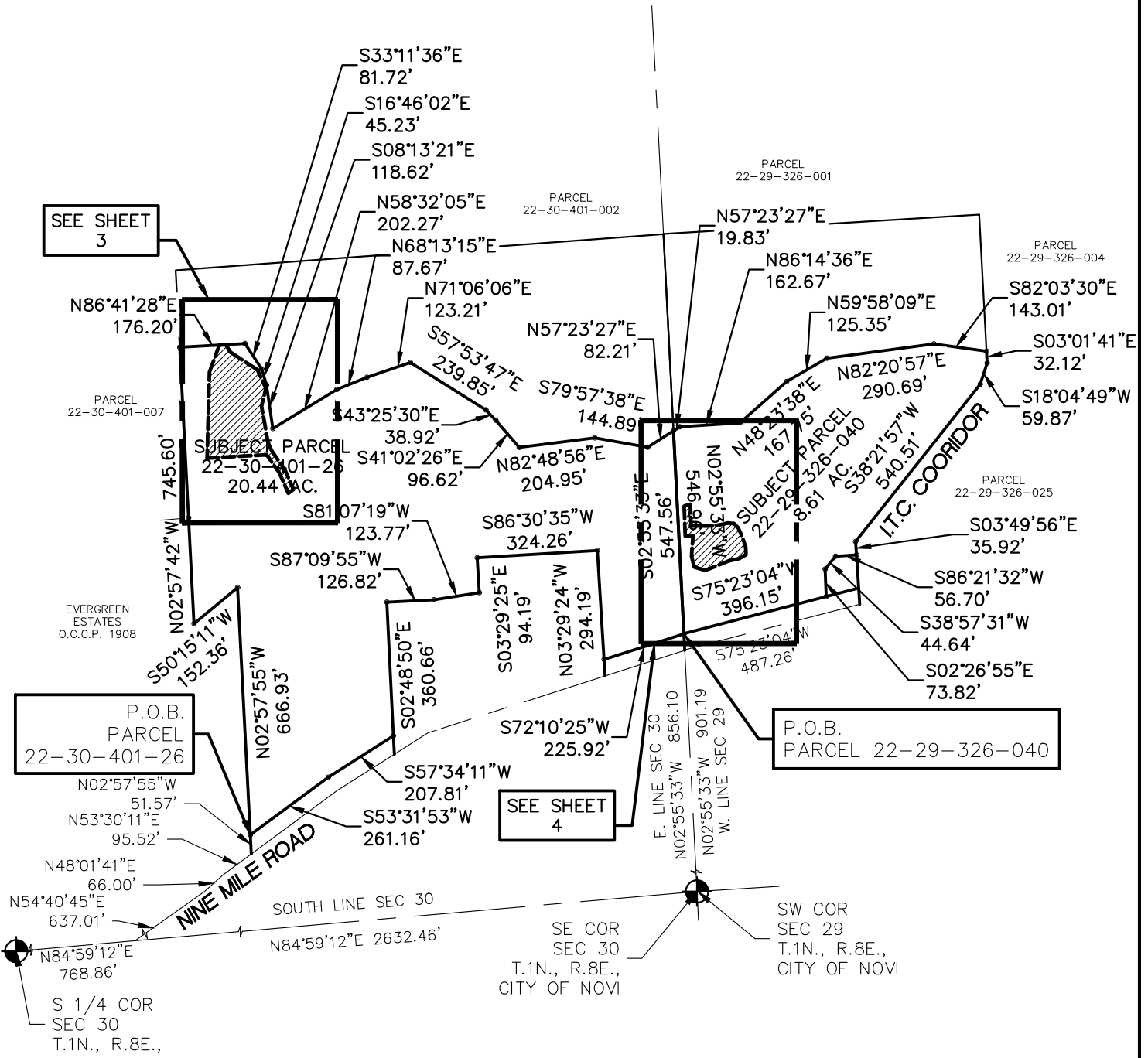
**TERRA**

SECTION 29/30, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	01-10-2020
JOB NO.:	15-030
DWG:	15-030ESMT-ST MGMT.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	6 OF 6



# EXHIBIT D



SUBJECT PROPERTY AND SHEET INDEX FOR  
DETENTION/SEDIMENTATION BASIN EASEMENT AREA



SEIBER, KEAST  
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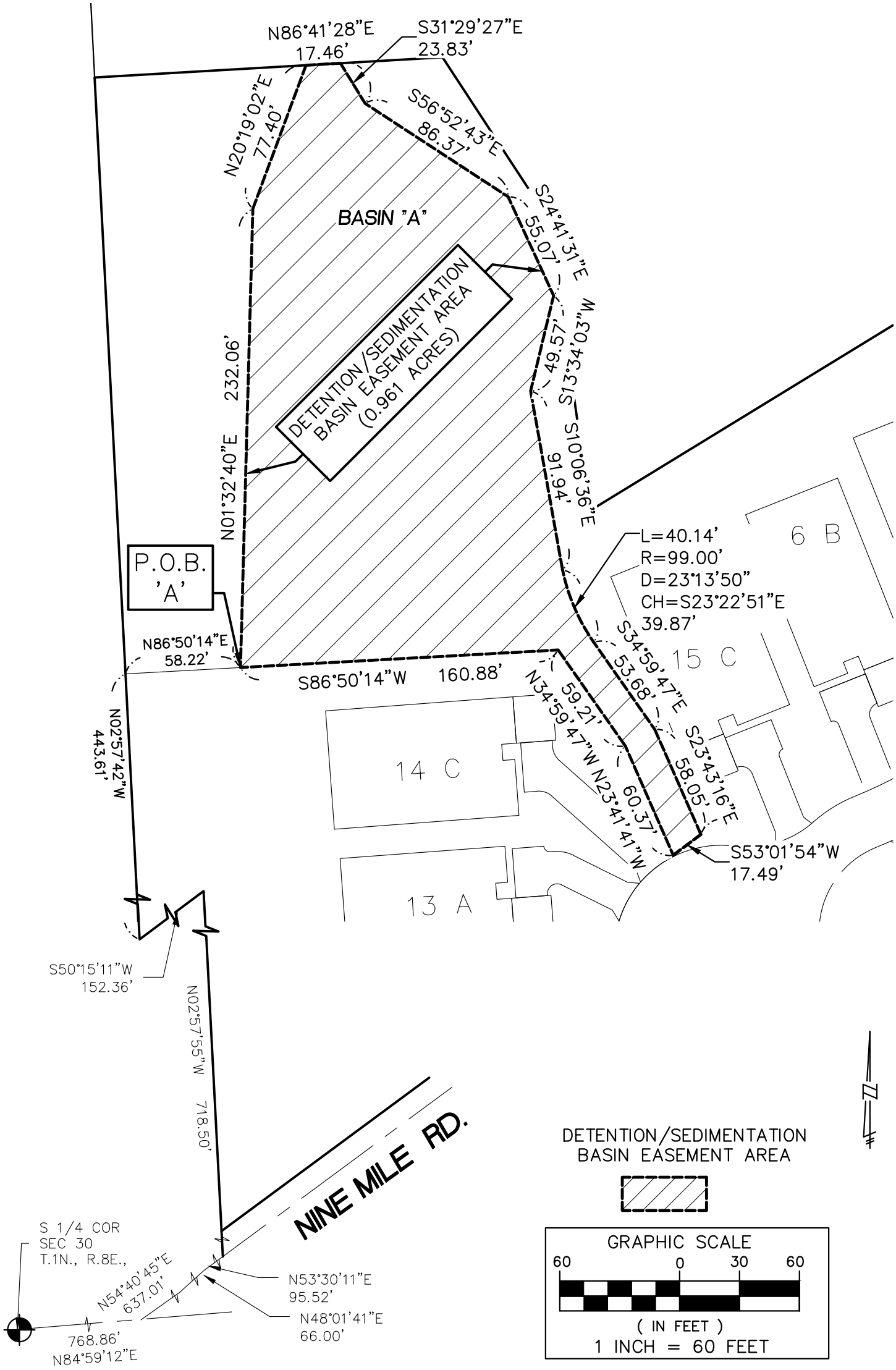
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SECTION 29/30, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

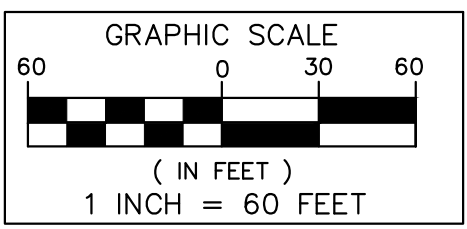
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DATE:	01-10-2020
JOB NO.:	15-030
DWG:15-030ESMT-ST.MGMT.DWG	
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	1 OF 4

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EXHIBIT D



DETENTION/SEDIMENTATION  
BASIN EASEMENT AREA



DETENTION/SEDIMENTATION BASIN EASEMENT

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**SEIBER, KEAST  
ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS

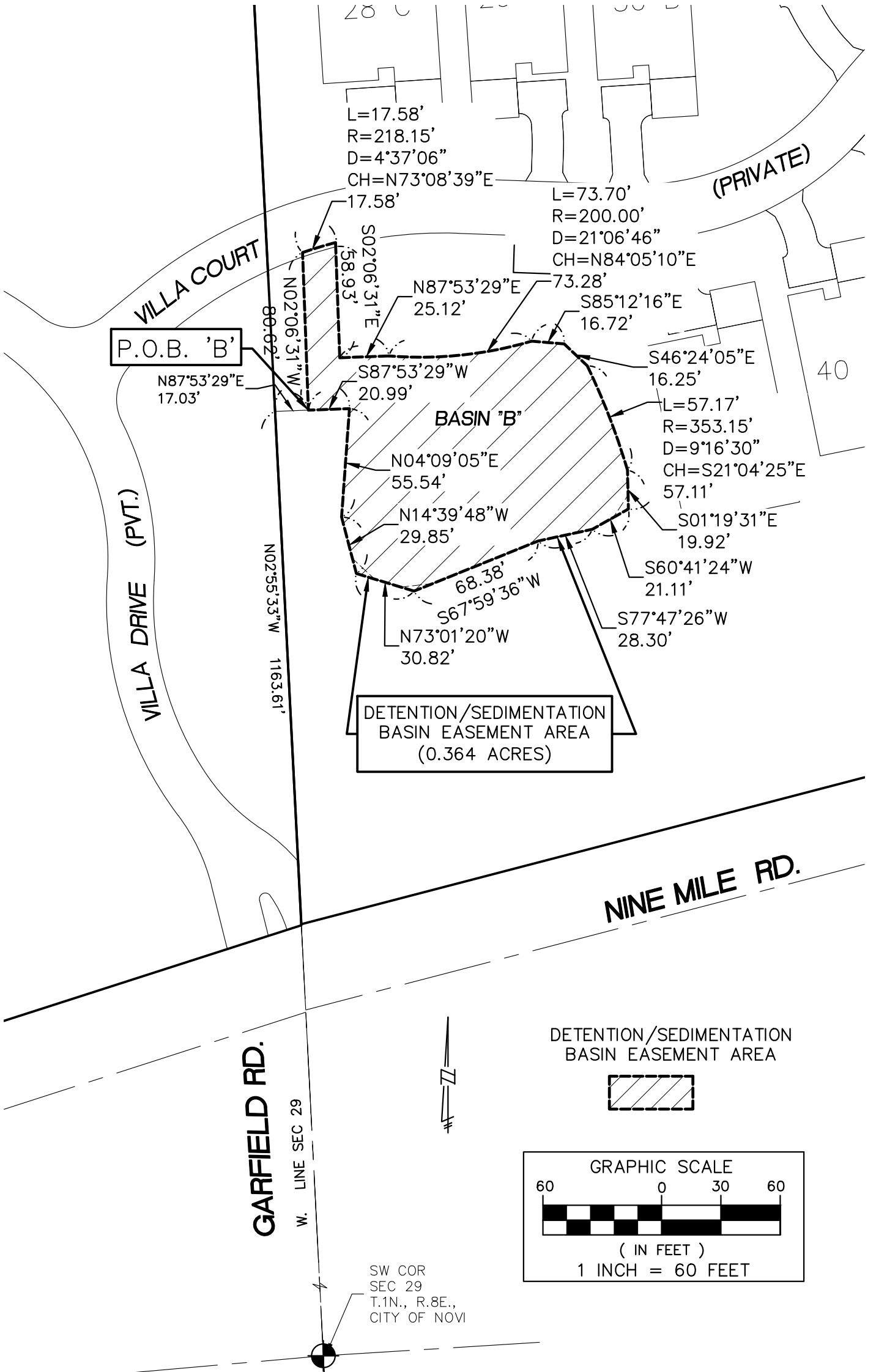
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PHONE: 248.308.3331 • EMAIL: INFO@SEIBERKEAST.COM

**TERRA**

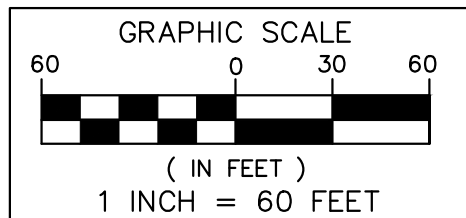
SECTION 29/30, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1"=60'
DATE:	01-10-2020
JOB NO.:	15-030
DWG:	15-030ESMT-ST.MGMT.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	2 OF 4

EXHIBIT D



DETENTION/SEDIMENTATION BASIN EASEMENT AREA



DETENTION/SEDIMENTATION BASIN EASEMENT



**SEIBER, KEAST ENGINEERING, L.L.C.**

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**TERRA**

SECTION 29/30, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

SCALE:	1"=60'
DATE:	01-10-2020
JOB NO.:	15-030
DWG:15-030ESMT-ST MGMT.DWG	
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	3 OF 4

# EXHIBIT D

## DETENTION/SEDIMENTATION BASIN EASEMENT AREA LEGAL DESCRIPTION

A Detention/Sedimentation Basin Easement, being situated in a Part of the Southeast 1/4 of Section 30 and the Southwest 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing from the South 1/4 Corner of said Section 30; thence North 84°59'12" East, 768.86 feet along the South Line of said Section 30 and centerline of Nine Mile Road; thence North 54°40'45" East, 637.01 feet, along centerline of said Nine Mile Road; thence North 48°01'41" East, 66.00 feet, along centerline of said Nine Mile Road; thence North 53°30'11" East, 95.52 feet, along centerline of said Nine Mile Road; thence North 02°57'55" West, 718.50 feet; thence South 50°15'11" West, 152.36 feet, to a point on the East line of "Evergreen Estates", Condominium Plan No.: 1908, as recorded in Plats, Liber 38483, Pages 71 through 134, inclusive, Oakland County Records; thence North 02°57'42" West, 443.61 feet, along the East line said "Evergreen Estates"; thence North 86°50'14" East, 58.22 feet, for a POINT OF BEGINNING 'A'; thence North 01°32'40" East, 232.06 feet; thence North 20°19'02" East, 77.40 feet, to a point on the Northerly line of Subject Property; thence North 86°41'28" East, 17.46 feet, along the Northerly line of said Subject Property; thence South 31°29'27" East, 23.83 feet; thence South 56°52'43" East, 86.37 feet; thence South 24°41'31" East, 55.07 feet; thence South 13°34'03" West, 49.57 feet; thence South 10°06'36" East, 91.94 feet; thence 40.14 feet along a curve to the left, said curve having a radius of 99.00 feet, a central angle of 23°13'50" and a chord bearing and distance of South 23°22'51" East, 39.87 feet; thence South 34°59'47" East, 53.68 feet; thence South 23°43'16" East, 58.05 feet; thence South 53°01'54" West, 17.49 feet; thence North 23°41'41" West, 60.37 feet; thence North 34°59'47" West, 59.21 feet; thence South 86°50'14" West, 160.88 feet, to the Point of Beginning 'A'. All of the above containing 0.961 Acres.

And also, being more particularly described as commencing from the Southwest Corner of said Section 29; thence North 02°55'33" West, 1163.61 feet, along the West line of said Section 29; thence North 87°53'29" East, 17.03 feet, for a POINT OF BEGINNING 'B'; thence North 02°06'31" West, 80.62 feet; thence 17.58 feet along a curve to the right, said curve having a radius of 218.15 feet, a central angle of 04°37'06" and a chord bearing and distance of North 73°08'39" East, 17.58 feet; thence South 02°06'31" East, 58.93 feet; thence North 87°53'29" East, 25.12 feet; thence 73.70 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 21°06'46" and a chord bearing and distance of North 84°05'10" East, 73.28 feet; thence South 85°12'16" East, 16.72 feet; thence South 46°24'05" East, 16.25 feet; thence 57.17 feet along a curve to the right, said curve having a radius of 353.15 feet, a central angle of 09°16'30" and a chord bearing and distance of South 21°04'25" East, 57.11 feet; thence South 01°19'31" East, 19.92 feet; thence South 60°41'24" West, 21.11 feet; thence South 77°47'26" West, 28.30 feet; South 67°59'36" West, 68.39 feet; thence North 73°01'20" West, 30.82 feet; thence North 14°39'48" West, 29.85 feet; thence North 04°09'05" East, 55.54 feet; thence South 87°53'29" West, 20.99 feet, to the Point of Beginning 'B'. All of the above containing 0.364 Acres.

### DETENTION/SEDIMENTATION BASIN EASEMENT LEGAL DESCRIPTION



**SEIBER, KEAST  
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**TERRA**

SECTION 29/30, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
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DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	4 OF 4

March 18, 2021

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

Re: Terra (fka Villa D'Este) - Acceptance Documents Review  
Novi # JSP 17-0052  
SDA Job No. NV19-203  
**FINAL DOCUMENTS – EXHIBITS APPROVED**

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on March 16, 2021 against the Final Site Plan (Stamping Set) approved on March 15, 2021 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 blue/black ink as the County will reject them otherwise.

1. Storm Drainage Facility / Maintenance Easement Agreement  
(unexecuted, exhibit dated January 10, 2020 – revised 2021)  
Exhibits A, B, C, & D Approved
2. Sidewalk Easement  
(unexecuted, exhibit dated January 10, 2020 – revised 2021)  
Exhibit 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 02/25/2019 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**



Mike Freckelton, EIT  
Engineer

Cc (via Email):        Victor Boron, City of Novi  
                             Taylor Reynolds, Spalding DeDecker  
                             Courtney Hanson, City of Novi  
                             Madeleine Daniels, 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