



CITY of NOVI CITY COUNCIL

Agenda Item H
October 8, 2018

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Pulte Homes of Michigan, LLC, for the Emerson Park project located on Novi Road to include parcels 22-22-400-019, 22-22-400-006, 22-22-400-007 and 22-22-400-020.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Pulte Homes of Michigan, LLC, the developer for the Emerson Park development project, 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 agreement also contains a provision permitting the City to perform maintenance of the privately owned on-site storm water system, at the expense of the property owner, should the property owner fail to meet the maintenance requirements.

The enclosed agreement has been favorably reviewed by the City Engineering Consultant (Spalding DeDecker, July 19, 2018) and the City Attorney (Beth Saarela, September 12, 2018) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Pulte Homes of Michigan, LLC, for the Emerson Park project located on Novi Road to include parcels 22-22-400-019, 22-22-400-006, 22-22-400-007 and 22-22-400-020.

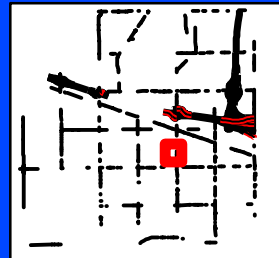


Map Author: Joseph Akers
 Date: September 13, 2018
 Project: Emerson Park Development
 Version #: 1

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.



City of Novi

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



1 inch = 286 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 12, 2018

Jeffrey Herczeg, Director of Public Works
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

Re: Emerson Park JSP 17-0010
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 Emerson Park. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line.

Elizabeth Kudla Saarela

EKS
Enclosures

Jeffrey Herczeg, Director of Public Works
City of Novi
September 12, 2018
Page 2

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

**STORM WATER DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

Emerson Park

THIS STORM WATER DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made this ____ day of July, 2018, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48304, its successors, assigns or transferees (hereinafter the "Developer"), and the City of Novi, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, and its successors, assigns, or transferees (hereinafter the "City").

R E C I T A T I O N S :

A. Developer is the owner and developer of a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Developer has received final site plan approval for construction of a residential condominium development on the Property to be known as Emerson Park (the "Condominium").

B. The Condominium shall contain certain storm water drainage, detention and/or retention facilities 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 Developer, or if after the Transitional Control Date as defined in the Condominium Act, the condominium association established to operate and manage the Condominium (the "Association"), hereby covenants and agrees that the Developer or the Association shall, at its own expense, perpetually preserve, maintain, and repair all storm water drainage, detention and retention facilities to insure that the same continues to function as intended. The Developer or Association shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs are described in the attached **Exhibit B**.

In the event that the Developer or Association shall at any time fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Developer or Association setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Developer or Association an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the City 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 and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the storm water system, described and depicted in **Exhibit C**, 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 Developer or Association within thirty (30) days of a billing to the Developer or Association. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of billing to the Developer or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit owner in the Condominium, and shall accrue interest and penalties, and shall be collected as, and shall be 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 Developer or Association, and, in such event, the Developer or Association 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 not 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.

The Developer's rights and obligations under this Agreement may be transferred to the Association. In the event of a conveyance by Developer to a successor developer, or an assignment to the Association, the foregoing obligations shall be assumed by such transferee or assignee and Developer shall be relieved of such obligations and liabilities under this Agreement.

[signatures on following page]

EXHIBIT A TO STORM WATER DRAINAGE FACILITY MAINTENANCE AGREEMENT

(Legal Description of the Property)

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 22, T1N, R8E, THENCE SOUTH 03 DEGREES 09 MINUTES 04 SECONDS EAST 615.00 FEET (SOUTH 615.00 FEET, RECORDED) ALONG THE EAST LINE OF SAID SECTION 22 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 03 DEGREES 09 MINUTES 04 SECONDS EAST 778.99 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE SOUTH 86 DEGREES 43 MINUTES 01 SECONDS WEST 1335.22 FEET (NORTH 89 DEGREES 52 MINUTES 05 SECONDS EAST 1335.22 FEET, RECORDED) TO A POINT ON THE EAST LINE OF "CHURCHILL CROSSING SUBDIVISION NO. 2" AS RECORDED IN LIBER 287, PAGES 26-33, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 03 DEGREES 25 MINUTES 33 SECONDS WEST 785.70 FEET (SOUTH 01 DEGREES 28 MINUTES 07 SECONDS EAST, RECORDED) ALONG SAID EAST LINE OF "CHURCHILL CROSSING SUBDIVISION NO. 2"; THENCE NORTH 87 DEGREES 00 MINUTES 14 SECONDS EAST 1338.99 FEET (NORTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, RECORDED) TO THE POINT OF BEGINNING, CONTAINING 24.00 ACRES MORE OR LESS.

Parcel Nos. L-22-22-400-019; 22-22-400-006; 22-22-400-007; 22-22-400-020.

EXHIBIT B TO STORM WATER DRAINAGE FACILITY MAINTENANCE AGREEMENT

(Maintenance Plan)

PERMANENT MAINTENANCE

TO BE PERFORMED BY THE ASSOCIATION

TASKS	COMPONENTS								SCHEDULE	COST
	PAVED AREAS	PERVIOUS AREAS	RIP-RAP/SILT FENCE	STORM DRAINAGE SYSTEM	CATCH BASIN SUMPS	CATCH BASIN INLET COVER	DETENTION/FOREBAY/RISERS	EMERGENCY OVERFLOW		
INSPECT FOR SEDIMENT ACCUMULATION	X		X	X	X	X	X		SEMI-ANNUALLY/AS NEEDED*	\$100
REMOVAL OF SEDIMENT ACCUMULATION	X		X	X	X	X	X		5-10 YRS/AS NEEDED*	\$500
INSPECT FOR FLOATABLES AND DEBRIS				X	X		X		ANNUALLY	\$100
CLEANING FOR FLOATABLES AND DEBRIS				X	X		X		ANNUALLY	\$150
INSPECTION FOR EROSION		X	X				X	X	SEMI-ANNUALLY	\$100
REESTABLISH PERMANENT VEGETATION ON ERODED SLOPES		X					X	X	AS NEEDED	\$350
MOWING		X					X		AS NEEDED	\$400
INSPECT STRUCTURAL ELEMENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS (BY A PROFESSIONAL ENGINEER REPORTING TO THE ASSOCIATION)			X	X			X	X	ANNUALLY	\$150
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY ANNUAL WET WEATHER INSPECTION			X	X			X	X	AS NEEDED	\$400
KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES. REPORT TO THE ASSOCIATION.									ANNUALLY	\$100
KEEP RECORDS OF ALL COSTS FOR INSPECTIONS, MAINTENANCE AND REPAIRS. REPORT TO THE ASSOCIATION.									ANNUALLY	\$100
THE ASSOCIATION REVIEWS COST EFFECTIVENESS OF THE PREVENTATIVE MAINTENANCE PROGRAM AND MAKES NECESSARY ADJUSTMENTS									ANNUALLY	
THE ASSOCIATION IS TO HAVE A PROFESSIONAL ENGINEER CARRY OUT EMERGENCY INSPECTIONS UPON IDENTIFICATION OF SEVERE PROBLEMS									AS NEEDED	\$200

ESTIMATED ANNUAL COST \$2650

* REMOVE ALL THE TEMPORARY CONTROLS AFTER GETTING APPROVAL BY THE SOIL EROSION INSPECTOR.

EXHIBIT C TO STORM WATER DRAINAGE FACILITY MAINTENANCE AGREEMENT

Storm Water Drainage Easement

(see attached)



LEGEND

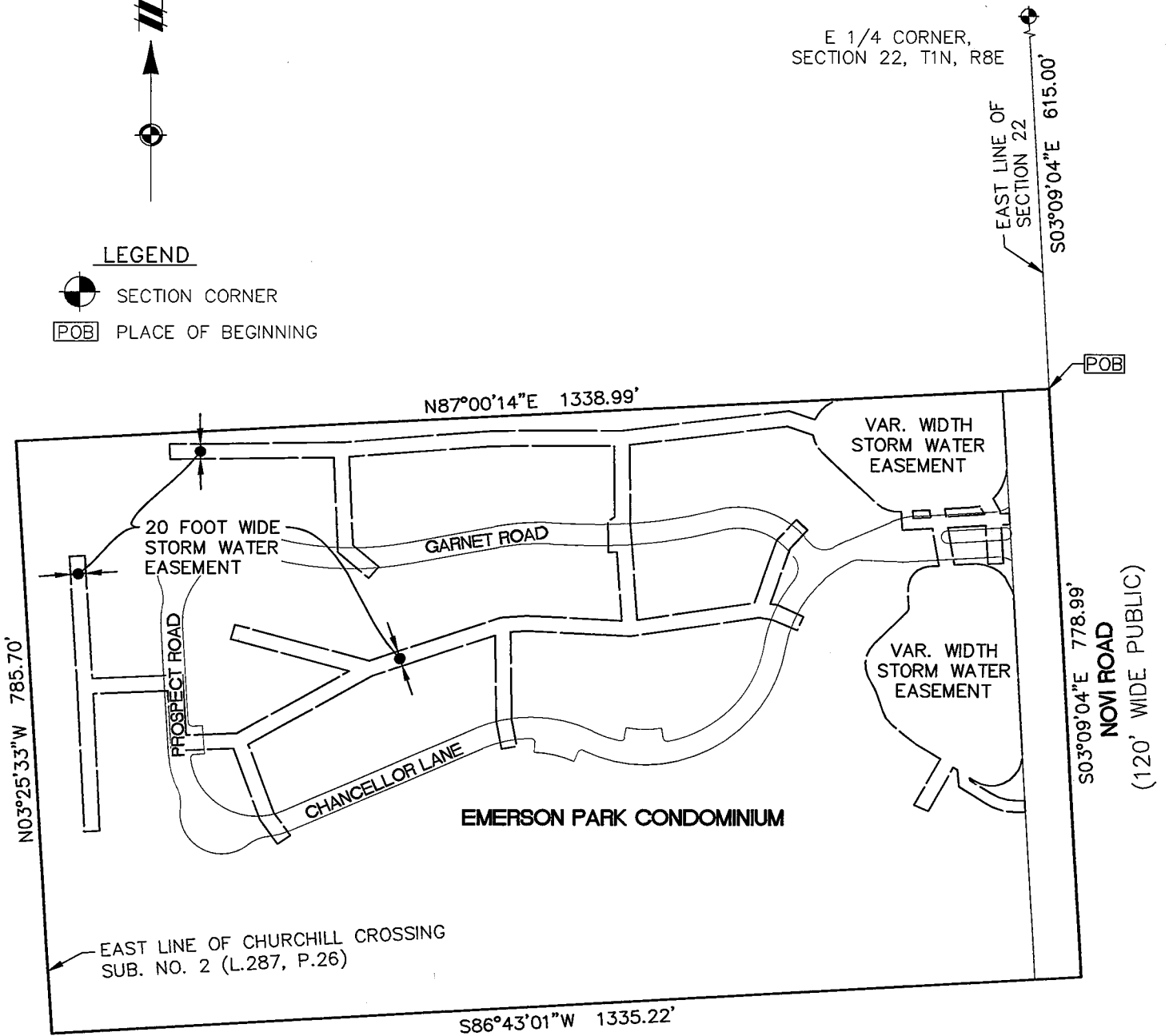


SECTION CORNER



PLACE OF BEGINNING

E 1/4 CORNER,
SECTION 22, T1N, R8E



CLIENT
PULTE HOMES OF MICHIGAN, LLC

**SKETCH & DESCRIPTION
OF A VARIABLE WIDTH
STORM WATER EASEMENT
LOCATED IN**

SECTION 22, TOWN 1 SOUTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MI

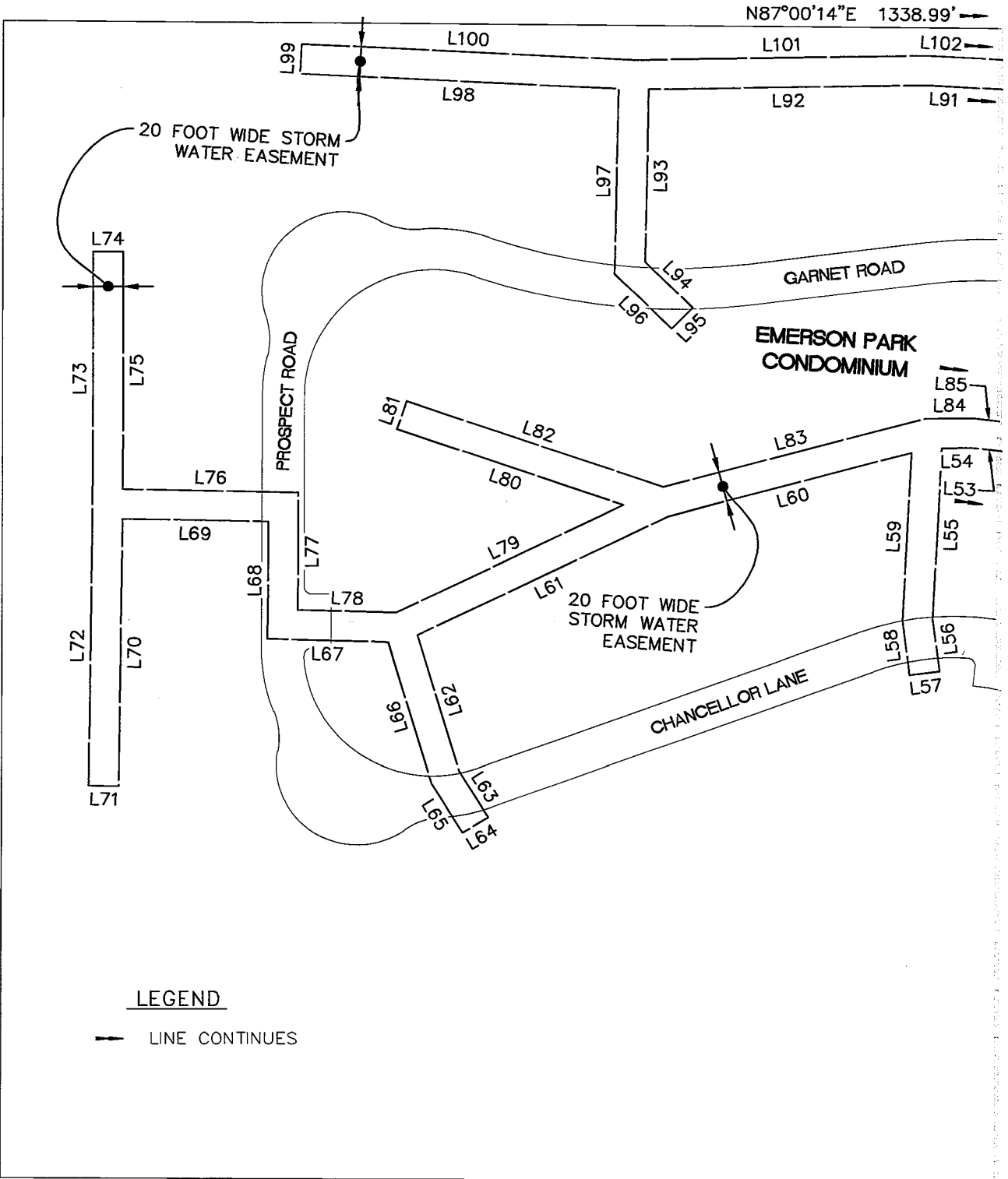
SCALE:
1 INCH = 200 FEET

JOB: 16002400	CAD: 16002400EA-10
DR. SW	CH. LMD
BOOK XX	PG. XX
SHEET 1 OF 7	DATE: 7-12-2018
FILE CODE: EA-10 STM	

ATWELL
866.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000



N03°25'33"W 785.70'



MATCHLINE SEE SHEET 2

LEGEND

— LINE CONTINUES

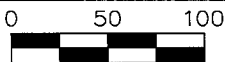
S86°43'01"W 1335.22'

CLIENT
PULTE HOMES OF MICHIGAN, LLC

**SKETCH & DESCRIPTION
OF A VARIABLE WIDTH
STORM WATER EASEMENT
LOCATED IN**

SECTION 22 TOWN 03 SOUTH, RANGE 06 EAST
CITY OF NOV
OAKLAND COUNTY, MI

SCALE:
1 INCH = 100 FEET



JOB: 16002400	CAD 16002400EA-10
DR. SW	CH. LMD
BOOK XX	PG. XX
SHEET 3 OF 7	DATE: 7-12-2018
FILE CODE: EA-10 STM	




ATWELL

866.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S03°09'04"E	103.78'
L2	S22°37'59"W	5.96'
L3	S29°18'21"E	18.55'
L4	S03°21'26"E	3.31'
L5	N86°39'05"E	11.52'
L6	S03°09'04"E	15.00'
L7	S86°39'05"W	11.47'
L8	S03°21'26"E	51.52'
L9	S86°38'34"W	20.00'
L10	N03°21'26"W	51.52'
L11	S86°39'05"W	48.79'
L12	S09°33'45"E	50.30'
L13	N86°39'05"E	29.21'
L14	S03°09'04"E	210.16'
L15	N57°30'36"W	7.48'
L16	S05°00'18"E	3.15'
L17	S57°30'36"E	32.36'
L18	N89°54'06"E	9.82'
L19	S03°09'04"E	15.02'
L20	S89°54'06"W	10.62'
L21	N57°30'36"W	39.75'
L22	N05°00'18"W	22.06'
L23	N57°30'36"W	6.54'
L24	S29°13'26"W	66.06'
L25	N66°08'49"W	20.09'
L26	N29°13'26"E	69.08'
L27	N57°30'36"W	37.48'
L28	N49°41'16"W	23.63'
L29	N17°37'46"W	22.05'
L30	N45°35'07"E	57.43'
L31	N03°20'55"W	21.15'
L32	N86°39'05"E	11.85'
L33	N09°33'45"W	50.30'
L34	S86°39'05"W	39.25'


LINE TABLE		
LINE #	BEARING	LENGTH
L35	N03°05'15"W	25.01'
L36	N46°33'38"W	96.48'
L37	N70°48'18"W	35.25'
L38	S83°03'36"W	205.61'
L39	S00°18'16"E	100.29'
L40	S03°59'19"E	130.68'
L41	N81°35'47"E	153.70'
L42	N19°23'40"E	86.67'
L43	N42°09'44"E	37.81'
L44	S46°02'16"E	20.01'
L45	S42°09'44"W	33.15'
L46	S19°23'40"W	77.09'
L47	S80°45'29"E	8.86'
L48	S66°03'35"E	37.29'
L49	S23°56'25"W	20.00'
L50	N66°03'35"W	34.71'
L51	N80°45'29"W	17.74'
L52	S81°35'47"W	168.80'
L53	N87°07'00"W	134.54'
L54	S86°19'20"W	20.58'
L55	S00°39'25"E	116.38'
L56	S11°05'10"E	35.09'
L57	S78°54'50"W	20.00'
L58	N11°05'10"W	36.91'
L59	N00°39'25"W	113.97'
L60	S71°30'20"W	167.42'
L61	S60°33'59"W	184.91'
L62	S20°19'25"E	95.85'
L63	S35°11'12"E	36.91'
L64	S54°48'48"W	20.00'
L65	N35°11'12"W	39.52'
L66	N20°19'25"W	99.76'
L67	S88°02'39"W	80.23'
L68	N03°25'33"W	79.66'

LINE TABLE		
LINE #	BEARING	LENGTH
L69	S87°35'46"W	96.73'
L70	S02°47'42"E	181.24'
L71	S87°12'18"W	20.00'
L72	N02°47'42"W	189.67'
L73	N03°25'33"W	173.09'
L74	N86°34'27"E	20.00'
L75	S03°25'33"E	161.74'
L76	N87°35'46"E	116.64'
L77	S03°25'33"E	79.81'
L78	N88°02'39"E	65.51'
L79	N60°33'59"E	167.64'
L80	N74°41'58"W	159.05'
L81	N15°18'02"E	20.00'
L82	S74°41'58"E	180.31'
L83	N71°30'20"E	180.36'
L84	N86°19'20"E	32.52'
L85	S87°07'00"E	123.42'
L86	N03°59'19"W	90.21'
L87	S86°00'41"W	11.10'
L88	N00°55'42"W	41.55'
L89	N57°40'32"E	10.51'
L90	N00°18'16"W	94.00'
L91	S89°50'56"W	158.56'
L92	S85°36'01"W	185.51'
L93	S02°22'48"E	116.94'
L94	S48°58'28"E	44.55'
L95	S41°01'32"W	20.00'
L96	N48°58'28"W	53.16'
L97	N02°22'48"W	125.51'
L98	S89°22'07"W	212.09'
L99	N00°37'53"W	20.00'
L100	N89°22'07"E	221.46'
L101	N85°36'01"E	195.58'
L102	N89°50'56"E	168.68'

CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH STORM WATER EASEMENT LOCATED IN	JOB: 16002400	CAD: 16002400EA-10
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 4 OF 7	DATE: 7-12-2018
	FILE CODE: EA-10 STM	
SECTION 22 TOWN 03 SOUTH, RANGE 06 EAST CITY OF NOVI OAKLAND COUNTY, MI	 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>	

LINE TABLE		
LINE #	BEARING	LENGTH
L103	N83°03'36"E	218.56'
L104	S70°48'18"E	35.52'
L105	N87°00'14"E	204.97'
L106	S86°39'05"W	20.64'
L107	S86°39'05"W	49.79'
L108	N09°33'45"W	10.04'
L109	N86°40'31"E	35.07'
L110	S29°18'21"E	12.43'
L111	S86°39'05"W	20.12'
L112	S86°39'05"W	22.54'
L113	N03°05'15"W	10.00'
L114	N86°40'31"E	21.41'
L115	S09°33'45"E	10.05'


CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	17.65'	55.00'	18°23'04"	S13°26'27"W	17.57'
C2	19.67'	45.00'	25°02'55"	S35°09'26"W	19.52'
C3	41.05'	50.37'	46°41'39"	S64°28'33"E	39.92'
C4	20.96'	395.62'	3°02'07"	S29°07'19"E	20.96'
C5	7.12'	50.36'	8°06'05"	S13°03'55"E	7.11'
C6	84.96'	40.00'	121°41'36"	S61°38'36"W	69.87'
C7	35.55'	62.50'	32°35'18"	S73°48'15"E	35.07'
C8	44.08'	77.50'	32°35'18"	N73°48'15"W	43.49'
C9	17.07'	125.00'	7°49'21"	N53°35'56"W	17.05'
C10	21.46'	40.00'	30°44'05"	N32°59'48"W	21.20'
C11	18.64'	60.00'	17°47'48"	N26°31'40"W	18.56'
C12	56.56'	40.00'	81°00'41"	N05°04'47"E	51.96'
C13	8.54'	10.00'	48°56'02"	N21°07'06"E	8.28'
C14	47.12'	30.00'	90°00'00"	N41°39'05"E	42.43'
C15	0.76'	42.02'	1°02'04"	S84°02'00"W	0.76'
C16	34.13'	40.00'	48°53'21"	N71°00'18"W	33.11'
C17	26.96'	40.00'	38°36'49"	N27°15'13"W	26.45'
C18	49.61'	44.14'	64°23'19"	N54°08'49"E	47.04'
C19	10.46'	45.00'	13°18'52"	N80°01'05"E	10.43'

CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH STORM WATER EASEMENT LOCATED IN	JOB: 16002400 DR. SW BOOK XX SHEET 5 OF 7 FILE CODE:	CAD 16002400EA-10 CH. LMD PG. XX DATE: 7-12-2018
	EA-10 STM	
	SECTION 22 TOWN 03 SOUTH, RANGE 06 EAST CITY OF NOVI OAKLAND COUNTY, MI	
	 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>	

DESCRIPTION OF A VARIABLE WIDTH STORM WATER EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the East 1/4 Corner of Section 22, T1N, R8E, City of Novi, Oakland County, Michigan; thence S03°09'04"E 615.00 feet along the East line of said Section 22; thence S87°00'14"W 60.00 feet for a **PLACE OF BEGINNING**; thence S03°09'04"E 103.78 feet along the Westerly line of Novi Road (120' wide); thence 17.65 feet along the arc of a 55.00 foot radius curve to the right, having a chord bearing S13°26'27"W 17.57 feet; thence S22°37'59"W 5.96 feet; thence 19.67 feet along the arc of a 45.00 foot radius curve to the right, having a chord bearing S35°09'26"W 19.52 feet; thence S29°18'21"E 18.55 feet; thence S03°21'26"E 3.31 feet to Reference Point 'A'; thence N86°39'05"E 11.52 feet; thence S03°09'04"E 15.00 feet along the Westerly line of said Novi Road; thence S86°39'05"W 11.47 feet; thence S03°21'26"E 51.52 feet; thence S86°38'34"W 20.00 feet; thence N03°21'26"W 51.52 feet; thence S86°39'05"W 48.79 feet; thence S09°33'45"E 50.30 feet; thence N86°39'05"E 29.21 feet; thence 41.05 feet along the arc of a 50.37 foot radius curve to the right, having a chord bearing S64°28'33"E 39.92 feet; thence 20.96 feet along the arc of a 395.62 foot radius curve to the right, having a chord bearing S29°07'19"E 20.96 feet; thence 7.12 feet along the arc of a 50.36 foot radius curve to the right, having a chord bearing S13°03'55"E 7.11 feet; thence S03°09'04"E 210.16 feet along the Westerly line of said Novi Road; thence 84.96 feet along the arc of a 40.00 foot radius curve to the right, having a chord bearing S61°38'36"W 69.87 feet; thence N57°30'36"W 7.48 feet; thence S05°00'18"E 3.15 feet; thence S57°30'36"E 32.36 feet; thence 35.55 feet along the arc of a 62.50 foot radius curve to the left, having a chord bearing S73°48'15"E 35.07 feet; thence N89°54'06"E 9.82 feet; thence S03°09'04"E 15.02 feet along the Westerly line of said Novi Road; thence S89°54'06"W 10.62 feet; thence 44.08 feet along the arc of a 77.50 foot radius curve to the right, having a chord bearing N73°48'15"W 43.49 feet; thence N57°30'36"W 39.75 feet; thence N05°00'18"W 22.06 feet; thence N57°30'36"W 6.54 feet; thence S29°13'26"W 66.06 feet; thence N66°08'49"W 20.09 feet; thence N29°13'26"E 69.08 feet; thence N57°30'36"W 37.48 feet; thence 17.07 feet along the arc of a 125.00 foot radius curve to the right, having a chord bearing N53°35'56"W 17.05 feet; thence N49°41'16"W 23.63 feet; thence 21.46 feet along the arc of a 40.00 foot radius curve to the right, having a chord bearing N32°59'48"W 21.20 feet; thence N17°37'46"W 22.05 feet; thence 18.64 feet along the arc of a 60.00 foot radius curve to the left, having a chord bearing N26°31'40"W 18.56 feet; thence 56.56 feet along the arc of a 40.00 foot radius curve to the right, having a chord bearing N05°04'47"E 51.96 feet; thence N45°35'07"E 57.43 feet; thence 8.54 feet along the arc of a 10.00 foot radius curve to the left, having a chord bearing N21°07'06"E 8.28 feet; thence N03°20'55"W 21.15 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the right, having a chord bearing N41°39'05"E 42.43 feet; thence N86°39'05"E 11.85 feet; thence N09°33'45"W 50.30 feet; thence S86°39'05"W 39.25 feet; thence N03°05'15"W 25.01 feet; thence 0.76 feet along the arc of a 42.02 foot radius curve to the right, having a chord bearing S84°02'00"W 0.76 feet; thence 34.13 feet along the arc of a 40.00 foot radius curve to the right, having a chord bearing N71°00'18"W 33.11 feet; thence N46°33'38"W 96.48 feet; thence 26.96 feet along the arc of a 40.00 foot radius curve to the right, having a chord bearing N27°15'13"W 26.45 feet; thence N70°48'18"W 35.25 feet; thence S83°03'36"W 205.61 feet; thence S00°18'16"E 100.29 feet; thence S03°59'19"E 130.68 feet; thence N81°35'47"E 153.70 feet; thence N19°23'40"E 86.67 feet; thence N42°09'44"E 37.81 feet; thence S46°02'16"E 20.01 feet; thence S42°09'44"W 33.15 feet; thence S19°23'40"W 77.09 feet; thence S80°45'29"E 8.86 feet; thence S66°03'35"E 37.29 feet; thence S23°56'25"W 20.00 feet; thence N66°03'35"W 34.71 feet; thence N80°45'29"W 17.74 feet; thence S81°35'47"W 168.79 feet; thence N87°07'00"W 134.54 feet; thence S86°19'20"W 20.58 feet; thence S00°39'25"E 116.38 feet; thence S11°05'10"E 35.09 feet; thence S78°54'50"W 20.00 feet; thence N11°05'10"W 36.91 feet; thence N00°39'25"W 113.97 feet; thence S71°30'20"W 167.42 feet; thence S60°33'59"W 184.91 feet; thence S20°19'25"E 95.85 feet; thence S35°11'12"E 36.91 feet; thence S54°48'48"W 20.00 feet; thence N35°11'12"W 39.52 feet; thence N20°19'25"W 99.76 feet; thence S88°02'39"W 80.23 feet; thence N03°25'33"W 79.66 feet; thence S87°35'46"W 96.73 feet; thence S02°47'42"E 181.24 feet; thence S87°12'18"W 20.00 feet; thence N02°47'42"W 189.67 feet; thence N03°25'33"W 173.09 feet; thence N86°34'27"E 20.00 feet; thence S03°25'33"E 161.74 feet; thence N87°35'46"E 116.64 feet; thence S03°25'33"E 79.81 feet; thence N88°02'39"E 65.51 feet; thence N60°33'59"E 167.64 feet; thence N74°41'58"W 159.05 feet; thence N15°18'02"E 20.00 feet; thence S74°41'58"E 180.31 feet; thence N71°30'20"E 180.36 feet; thence N86°19'20"E 32.52 feet; thence S87°07'00"E 123.42 feet; thence N03°59'19"W 90.21 feet; thence S86°00'41"W 11.10 feet; thence N00°55'42"W 41.55 feet; thence N57°40'32"E 10.51 feet; thence N00°18'16"W 94.00 feet; thence S89°50'56"W 158.56 feet; thence S85°36'01"W 185.51 feet; thence S02°22'48"E 116.94 feet; thence S48°58'28"E 44.55 feet; thence S41°01'32"W 20.00 feet; thence N48°58'28"W 53.16 feet; thence N02°22'48"W 125.51 feet; thence S89°22'07"W 212.09 feet; thence N00°37'53"W 20.00 feet; thence N89°22'07"E 221.46 feet; thence N85°36'01"E 195.58 feet; thence N89°50'56"E 168.68 feet; thence N83°03'36"E 218.56 feet; thence S70°48'18"E 35.52 feet; thence 49.61 feet along the arc of a 44.14 foot radius curve to the right, having a chord bearing N54°08'49"E 47.04 feet; thence N87°00'14"E 204.97 feet to the Place of Beginning.

CONTINUED ON NEXT SHEET


CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH STORM WATER EASEMENT LOCATED IN SECTION 22 TOWN 03 SOUTH, RANGE 06 EAST CITY OF NOVI OAKLAND COUNTY, MI	JOB: 16002400	CAD: 16002400EA-10
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 6 OF 7	DATE: 7-12-2018
	FILE CODE: EA-10 STM	
	 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	

CONTINUED FROM PREVIOUS SHEET

EXCEPTING THEREFROM: Commencing at said Reference Point 'A'; thence S86°39'05"W 20.64 feet for a **PLACE OF BEGINNING**; thence continuing S86°39'05"W 49.79 feet to Reference Point 'B'; thence N09°33'45"W 10.04 feet; thence N86°40'31"E 35.07 feet; thence 10.46 feet along the arc of a 45.00 foot radius curve to the left, having a chord bearing N80°01'05"E 10.43 feet; thence S29°18'21"E 12.43 feet to the Place of Beginning.

ALSO EXCEPTING THEREFROM: Commencing at said Reference Point 'B'; thence S86°39'05"W 20.12 feet for a **PLACE OF BEGINNING**; thence continuing S86°39'05"W 22.54 feet; thence N03°05'15"W 10.00 feet; thence N86°40'31"E 21.41 feet; thence S09°33'45"E 10.05 feet to the Place of Beginning.

All of the above being located in the Southeast 1/4 of said Section 22.

CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH STORM WATER EASEMENT LOCATED IN SECTION 22 TOWN 03 SOUTH, RANGE 06 EAST CITY OF NOVI OAKLAND COUNTY, MI	JOB: 16002400	CAD 16002400EA-10
	DR. SW	CH. LMD
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	SHEET 7 OF 7	DATE: 7-12-2018
FILE CODE: EA-10 STM		
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

July 19, 2018

Theresa Bridges, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Emerson Park - Acceptance Documents Review
Novi # JSP17-0010
SDA Job No. NV18-213
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS REQUIRED FOLLOWING CONSTRUCTION

Dear Ms. Bridges:

We have reviewed the Acceptance Document Package received by our office on July 16, 2018 against the Final Site Plan (Stamping Set) approved on June 27, 2018. We offer the following comments:

Initial Acceptance Documents:

1. **On-Site Water System Easement** – (unexecuted: exhibit dated 4/23/18) Exhibits Approved.
2. **On-Site Sanitary Sewer Easement** – (unexecuted: exhibit dated 4/23/18) Exhibits Approved.
3. **On-Site Storm Drainage Facility / Maintenance Easement Agreement** – Exhibits A, B, & C Approved.
4. **Sidewalk Easement** – (unexecuted: exhibit dated 4/23/18) Exhibits Approved.

Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, the following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

- ~~5. **Warranty Deed for Road Right-of-Way** – (executed, unrecorded, dated XXX) – NOT SUPPLIED – REQUIRED.~~
6. **Bills of Sale: Sanitary Sewer System and Water Supply System** – NOT SUPPLIED – REQUIRED.
7. **Full Unconditional Waivers of Lien from contractors installing public utilities** – NOT SUPPLIED – REQUIRED.
8. **Sworn Statement signed by Developer** - NOT SUPPLIED – REQUIRED.

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 April 11, 2018 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): Cortney Hanson, City Clerk
 Sarah Marchioni, City Building Project Coordinator
 Ted Meadows, Spalding DeDecker
 Taylor Reynolds, Spalding DeDecker
 George Melistas, City Engineering Senior Manager
 Angie Sosnowski, City Community Development Bond Coordinator
 Darcy Rechtien, City Construction Engineer
 Beth Saarela, Johnson Rosati, Schultz, Joppich PC