



**CITY OF NOVI CITY COUNCIL
DECEMBER 7, 2020**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Production Tool Supply Co, LLC for Berkshire eSupply, located on the south side of Fourteen Mile Road between M-5 and Haggerty Road (parcel 50-22-01-200-147).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: The developer of Berkshire eSupply, Production Tool Supply, 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, October 22, 2020) and the City Engineering consultant (Spalding DeDecker, October 20, 2020), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Production Tool Supply Co, LLC for Berkshire eSupply, located on the south side of Fourteen Mile Road, between M-5 and Haggerty Road (parcel 50-22-01-200-147).

Berkshire eSupply SDFMEA

Location Map



Map Author: Victor Boron
 Date: 11/13/2020
 Project: Berkshire eSupply 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

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

0 75 150 300 450
 Feet
 1 inch = 351 feet

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 22, 2020

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

Re: *Berkshire E-Supply JSP17-0072*
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 Berkshire E-Supply development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

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

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
October 22, 2020
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Christian Carroll, Planner (w/Enclosure)
Madeleine Kopko Daniels, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Kate Richardson, Plan Review Engineer (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Victor Boron, Civil Engineer (w/Enclosure)
Rebecca Runkel, Staff Engineer (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Chuck Elder, Berkshire e-Supply (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 22 day of SEPTEMBER 20 20, by and between Berkshire Production Supply LLC, a Michigan limited liability company formerly known as Production Tool Supply Company, LLC, a Michigan limited liability company, whose address is 8655 E. Eight Mile Road, Warren, Michigan 48089 (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 1 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 an office and warehouse development on the Property.
- B. The office and warehouse 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:

Berkshire Production Supply LLC, a Michigan limited liability company, formerly known as Production Tool Supply Company, LLC, a Michigan limited liability company

John Beaudoin
By: John Beaudoin
Its Co-President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 22nd day of September, 2020, by John Beaudoin, as the Co-President of Berkshire Production Supply LLC, a Michigan limited liability company, formerly known as Production Tool Supply Company, LLC, a Michigan limited liability company.

KARA JANE STARNES
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 28, 2025
ACTING IN COUNTY OF Oakland

[Signature]
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 05-28-2025

CITY OF NOVI
A Municipal Corporation

By:
Its:

EXHIBIT A

DETENTION / SEDIMENTATION BASIN EASEMENT AREA DETENTION POND INGRESS / EGRESS EASEMENT

NE 1/4 OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

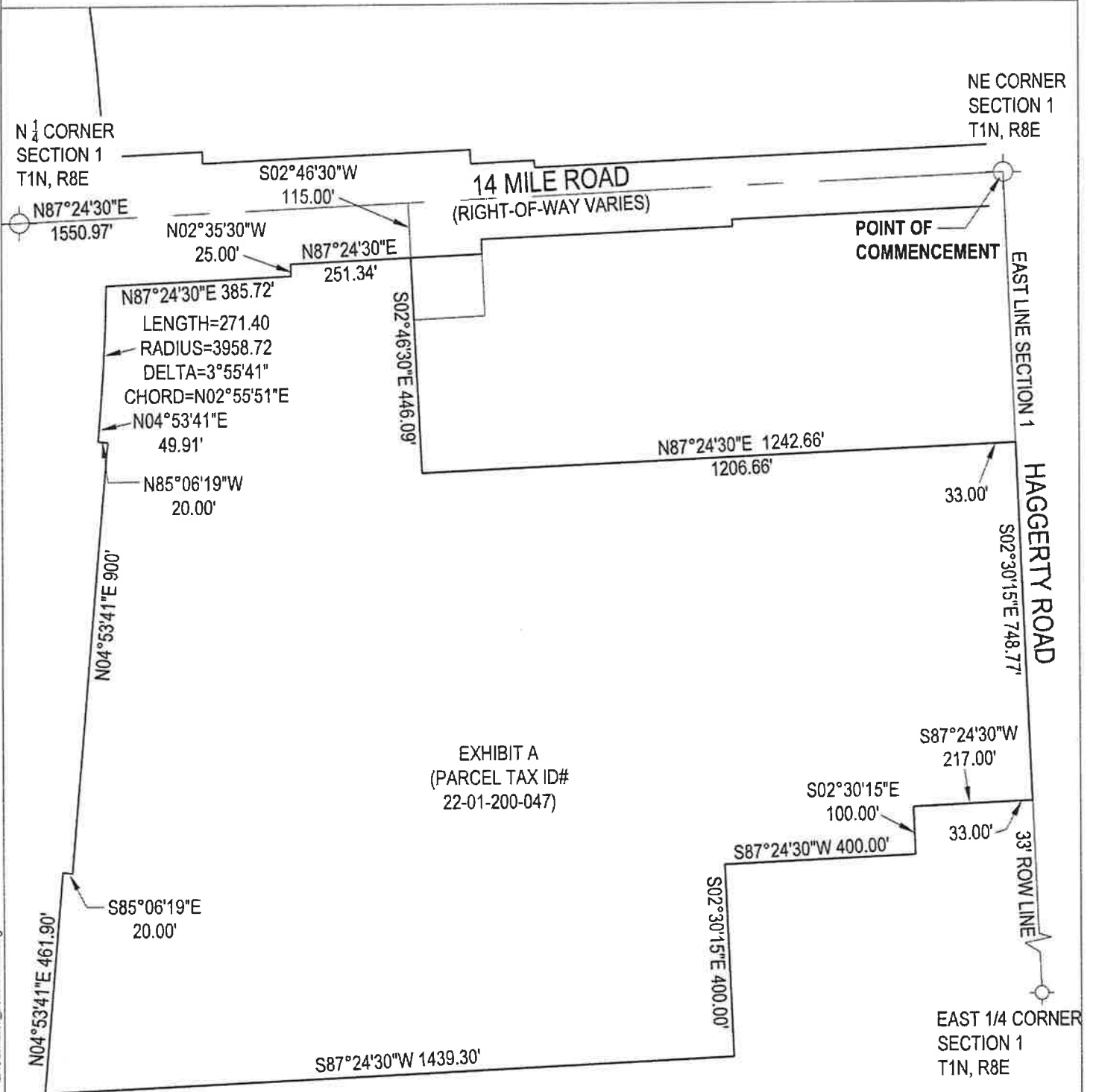


EXHIBIT A
(PARCEL TAX ID#
22-01-200-047)

W:\Projects\Projects A-E\A1390015\CAD\SURVEY\Easements\A1390015_EXHIBIT A DETENTION POND EASEMENT_2020.09.18.dwg

 0' 300' 1" = 300'	PREPARED FOR: ALBERT KAHN ASSOCIATES Detroit, Michigan
DRAWN BY: MMB	CHECKED BY: BAB
JOB No.: A1390015	SHEET 1 OF 2



Mathew Michael Barney 9/18/2020
MATHEW MICHAEL BARNEY, PS
 PROFESSIONAL SURVEYOR
 MICHIGAN LICENSE NO. 4001064960
 DATE: 9/18/2020

2365 HAGGERTY ROAD S.
 CANTON, MICHIGAN 48188
 TEL: (734) 397-3100
 FAX: (734) 397-3131

www.MannikSmithGroup.com

EXHIBIT A

DETENTION / SEDIMENTATION BASIN EASEMENT AREA DETENTION POND INGRESS / EGRESS EASEMENT

NE $\frac{1}{4}$ OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

A PARCEL OF LAND SITUATED IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 1; THENCE NORTH 87 DEGREES 24 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1550.97 FEET; THENCE SOUTH 02 DEGREES 46 MINUTES 30 SECONDS EAST 115.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 14 MILE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02 DEGREES 46 MINUTES 30 SECONDS EAST 446.09 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 30 SECONDS EAST 1242.66 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 1; THENCE SOUTH 02 DEGREES 30 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 748.77 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 30 SECONDS WEST 250.00 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 15 SECONDS EAST 100.00 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 30 SECONDS WEST 400.00 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 15 SECONDS EAST 400.00 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 30 SECONDS WEST 1439.30 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MICHIGAN HIGHWAY 5 (RIGHT-OF-WAY VARIES); THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MICHIGAN HIGHWAY 5 THE FOLLOWING SIX (6) COURSES: 1) NORTH 04 DEGREES 53 MINUTES 41 SECONDS EAST 461.90 FEET; 2) SOUTH 85 DEGREES 06 MINUTES 19 SECONDS EAST 20.00 FEET; 3) NORTH 04 DEGREES 53 MINUTES 41 SECONDS EAST 900.00 FEET; 4) NORTH 85 DEGREES 06 MINUTES 19 SECONDS WEST 20.00 FEET; 5) NORTH 04 DEGREES 53 MINUTES 41 SECONDS EAST 49.91 FEET; 6) ALONG A CURVE TO THE LEFT 271.40 FEET, A RADIUS OF 3958.72 FEET, A DELTA OF 03 DEGREES 55 MINUTES 41 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 02 DEGREES 55 MINUTES 51 SECONDS EAST 271.35 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 14 MILE ROAD; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF 14 MILE ROAD THE FOLLOWING THREE (3) COURSES: 1) NORTH 87 DEGREES 24 MINUTES 30 SECONDS EAST 385.72 FEET; 2) NORTH 02 DEGREES 35 MINUTES 30 SECONDS WEST 25.00 FEET; 3) NORTH 87 DEGREES 24 MINUTES 30 SECONDS EAST 251.34 FEET TO THE POINT OF BEGINNING. CONTAINS 57.12 ACRES. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EASTERLY 33 FEET FOR HAGGERTY ROAD. ALSO SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

W:\Projects\Projects A-E\A1390015\CAD\SURVEY\Easements\A1390015_EXHIBIT A DETENTION POND EASEMENT_2020.09.18.dwg


PREPARED FOR:		ALBERT KAHN ASSOCIATES	
		Detroit, Michigan	
DRAWN BY:	MMB	JOB No.:	A1390015
CHECKED BY:	BAB	SHEET	2 OF 2
		2365 HAGGERTY ROAD S. CANTON, MICHIGAN 48188 TEL: (734) 397-3100 FAX: (734) 397-3131	
www.MannikSmithGroup.com			

EXHIBIT B

STORM DRAINAGE FACILITY SCHEDULE OF MAINTENANCE

Owner shall keep records of all inspections for a period of five years.

Monthly (and after major rain events)

- Inspect outlet standpipe and stone filter for trash or debris that might be blocking the outlet.
- Inspect pond slopes for erosion.

Semi-annual (spring and fall) Tasks (and after major rain events)

- Inspect and remove accumulation of trash and debris from inlet and outlet pipes.
- Inspect spillways around parking lot perimeter and in islands for accumulated trash and debris.

Annual Maintenance Tasks

- Inspection of the pond and outlet by a Professional Engineer.
- Inspect inlet and outlet pipes for structural integrity.
- Inspect pond for excess sediment. Remove when sediment reaches 6" to 12" depth. (Ponds generally cleaned on a 5-10 year schedule).
- Re-establish permanent vegetation on eroded slopes (Annually in spring or after rain events).
- Maintain 25' wide "No Mow" buffer zone around pond. Mow and remove cut vegetation annually in early spring (do not allow cut vegetation to enter pond).
- Inspect "No Mow" buffer zone for invasive species (Annually in July). Have professional Remove or apply selective herbicide as necessary to control invasive species.
- Overseed "No Mow" strip as needed to increase native plant diversity (annually in early fall or spring).
- Plant native forbs around perimeter to increase native plant diversity (annually in spring).

5 year Maintenance Schedule

- Inspect and clean upstream storm sewer and catch basins.

Perpetual Maintenance Activities (Property Management)

- Do not use pesticides, herbicides or fertilizers in or near the pond (selective herbicides to be used only by professionals in the "No Mow" strip to control invasive species).
- Do not place yard waste such as grass clippings, leaves or brush in or near the pond.
- Do not dump any materials into the storm sewer system
- Use only slow release, low phosphorus fertilizer, in limited quantities on any lawn areas.

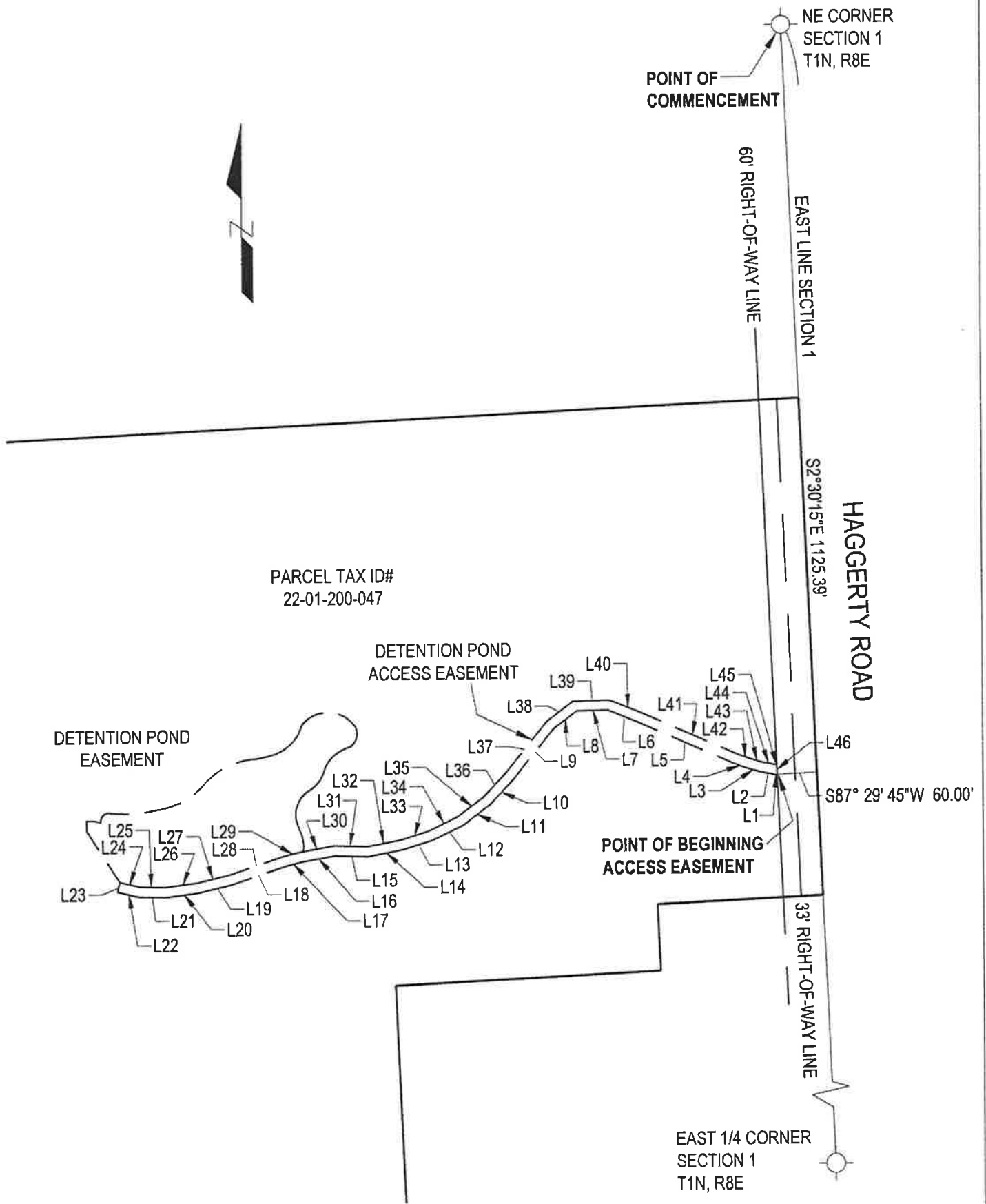
Exhibit B

Storm Drainage Facility Maintenance Easement Agreement

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	Annual Estimated Cost for Maintenance & Repairs		
			<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.	\$ 500	\$ 515	\$ 530
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.		\$ 500	\$ 515
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$ 300	\$ 309	\$ 318
Total:			\$ 800	\$ 1,324	\$ 1,364

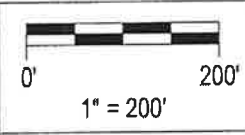
EXHIBIT C DETENTION POND INGRESS / EGRESS EASEMENT

NE $\frac{1}{4}$ OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



W:\Projects\Projects A-E\A1390015\CAD\SURVEY\Easements\A1390015_Detention Pond Access Esmt.dwg

Mathew Michael Barney 9/18/2020
MATHEW MICHAEL BARNEY, PS
 PROFESSIONAL SURVEYOR
 MICHIGAN LICENSE NO. 4001064960
 DATE: 9/18/2020



PREPARED FOR:
ALBERT KAHN ASSOCIATES
 Detroit, Michigan

DRAWN BY: MTS
 CHECKED BY: MMB JOB No.: A1390015 SHEET 1 OF 3



2365 HAGGERTY ROAD S.
 CANTON, MICHIGAN 48188
 TEL: (734) 397-3100
 FAX: (734) 397-3131

EXHIBIT C

DETENTION POND INGRESS / EGRESS EASEMENT

NE $\frac{1}{4}$ OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Line Table		
Line #	Length	Direction
L1	4.03	N89° 15' 36"W
L2	22.53	N79° 26' 28"W
L3	20.21	N73° 32' 53"W
L4	20.26	N69° 48' 41"W
L5	155.04	N66° 01' 04"W
L6	52.49	N67° 36' 16"W
L7	46.94	S89° 18' 27"W
L8	43.27	S52° 56' 22"W
L9	98.20	S38° 44' 42"W
L10	51.34	S43° 06' 44"W
L11	49.53	S53° 28' 57"W
L12	52.27	S64° 17' 12"W
L13	46.23	S72° 33' 27"W
L14	54.09	S79° 26' 29"W
L15	50.59	N88° 02' 55"W
L16	48.69	S80° 01' 18"W
L17	24.86	S76° 22' 35"W
L18	87.47	S71° 46' 12"W
L19	50.59	S76° 46' 28"W
L20	49.99	S82° 54' 14"W
L21	40.89	N88° 28' 57"W
L22	33.13	N76° 31' 55"W
L23	15.00	N13° 28' 05"E

Line Table		
Line #	Length	Direction
L24	31.56	S76° 31' 55"E
L25	38.19	S88° 28' 57"E
L26	48.06	N82° 54' 14"E
L27	49.13	N76° 46' 28"E
L28	87.42	N71° 46' 12"E
L29	25.94	N76° 22' 35"E
L30	50.73	N80° 01' 18"E
L31	50.51	S88° 02' 55"E
L32	51.55	N79° 26' 29"E
L33	44.24	N72° 33' 27"E
L34	49.76	N64° 17' 12"E
L35	46.75	N53° 28' 57"E
L36	49.40	N43° 06' 44"E
L37	99.50	N38° 44' 42"E
L38	50.07	N52° 56' 22"E
L39	54.93	N89° 18' 27"E
L40	55.76	S67° 36' 16"E
L41	154.76	S66° 01' 04"E
L42	19.27	S69° 48' 41"E
L43	18.95	S73° 32' 53"E
L44	20.47	S79° 26' 28"E
L45	1.89	S89° 15' 36"E
L46	15.02	S2° 30' 15"E

W:\Projects\Projects A-EA1390015\CAD\SURVEY\Easements\A1390015_Detention Pond Access Esmt.dwg


PREPARED FOR: ALBERT KAHN ASSOCIATES Detroit, Michigan	
DRAWN BY: MTS	
CHECKED BY: MMB	JOB No.: A1390015 SHEET 2 OF 3
	
2365 HAGGERTY ROAD S. CANTON, MICHIGAN 48188 TEL: (734) 397-3100 FAX: (734) 397-3131	
www.MannikSmithGroup.com	

EXHIBIT C

DETENTION POND INGRESS / EGRESS EASEMENT

NE $\frac{1}{4}$ OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PROPOSED ACCESS EASEMENT FOR DETENTION POND EASEMENT DESCRIPTION

AN ACCESS EASEMENT FOR DETENTION POND LOCATED IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 2°30'15" EAST ALONG THE EAST LINE OF SAID SECTION 1125.39 FEET; THENCE SOUTH 87° 29' 45" WEST TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAGGERTY ROAD AND THE POINT OF BEGINNING; THENCE NORTH 89°15'36" WEST 4.03 FEET; THENCE NORTH 79°26'28" WEST 22.53 FEET; THENCE NORTH 73°32'53" WEST 20.21 FEET; THENCE NORTH 69°48'41" WEST 20.26 FEET; THENCE NORTH 66°01'04" WEST 155.04 FEET; THENCE NORTH 67°36'16" WEST 52.49 FEET; THENCE SOUTH 89°18'27" WEST 46.94 FEET; THENCE SOUTH 52°56'22" WEST 43.27 FEET; THENCE SOUTH 38°44'42" WEST 98.20 FEET; THENCE SOUTH 43°06'44" WEST 51.34 FEET; THENCE SOUTH 53°28'57" WEST 49.53 FEET; THENCE SOUTH 64°17'12" WEST 52.27 FEET; THENCE SOUTH 72°33'27" WEST 46.23 FEET; THENCE SOUTH 79°26'29" WEST 54.09 FEET; THENCE NORTH 88°02'55" WEST 50.59 FEET; THENCE SOUTH 80°01'18" WEST 48.69 FEET; THENCE SOUTH 76°22'35" WEST 24.86 FEET; THENCE SOUTH 71°46'12" WEST 87.47 FEET; THENCE SOUTH 76°46'28" WEST 50.59 FEET; THENCE SOUTH 82°54'14" WEST 49.99 FEET; THENCE NORTH 88°28'57" WEST 40.89 FEET; THENCE NORTH 76°31'55" WEST 33.13 FEET; THENCE NORTH 13°28'05" EAST 15.00 FEET; THENCE SOUTH 76°31'55" EAST 31.56 FEET; THENCE SOUTH 88°28'57" EAST 38.19 FEET; THENCE NORTH 82°54'14" EAST 48.06 FEET; THENCE NORTH 76°46'28" EAST 49.13 FEET; THENCE NORTH 71°46'12" EAST 87.42 FEET; THENCE NORTH 76°22'35" EAST 25.94 FEET; THENCE NORTH 80°01'18" EAST 50.73 FEET; THENCE SOUTH 88°02'55" EAST 50.51 FEET; THENCE NORTH 79°26'29" EAST 51.55 FEET; THENCE NORTH 72°33'27" EAST 44.24 FEET; THENCE NORTH 64°17'12" EAST 49.76 FEET; THENCE NORTH 53°28'57" EAST 46.75 FEET; THENCE NORTH 43°06'44" EAST 49.40 FEET; THENCE NORTH 38°44'42" EAST 99.50 FEET; THENCE NORTH 52°56'22" EAST 50.07 FEET; THENCE NORTH 89°18'27" EAST 54.93 FEET; THENCE SOUTH 67°36'16" EAST 55.76 FEET; THENCE SOUTH 66°01'04" EAST 154.76 FEET; THENCE SOUTH 69°48'41" EAST 19.27 FEET; THENCE SOUTH 73°32'53" EAST 18.95 FEET; THENCE SOUTH 79°26'28" EAST 20.47 FEET; THENCE SOUTH 89°15'36" EAST 1.89 FEET; THENCE SOUTH 2°30'15" EAST 15.02 FEET TO THE POINT OF BEGINNING. CONTAINS 0.38 ACRES, MORE OR LESS.

W:\Projects\Projects A-EX\1390015\CAD\SURVEY\Easements\A1390015_Detention Pond Access Esmt.dwg

PREPARED FOR:
ALBERT KAHN ASSOCIATES
 Detroit, Michigan

DRAWN BY: MTS

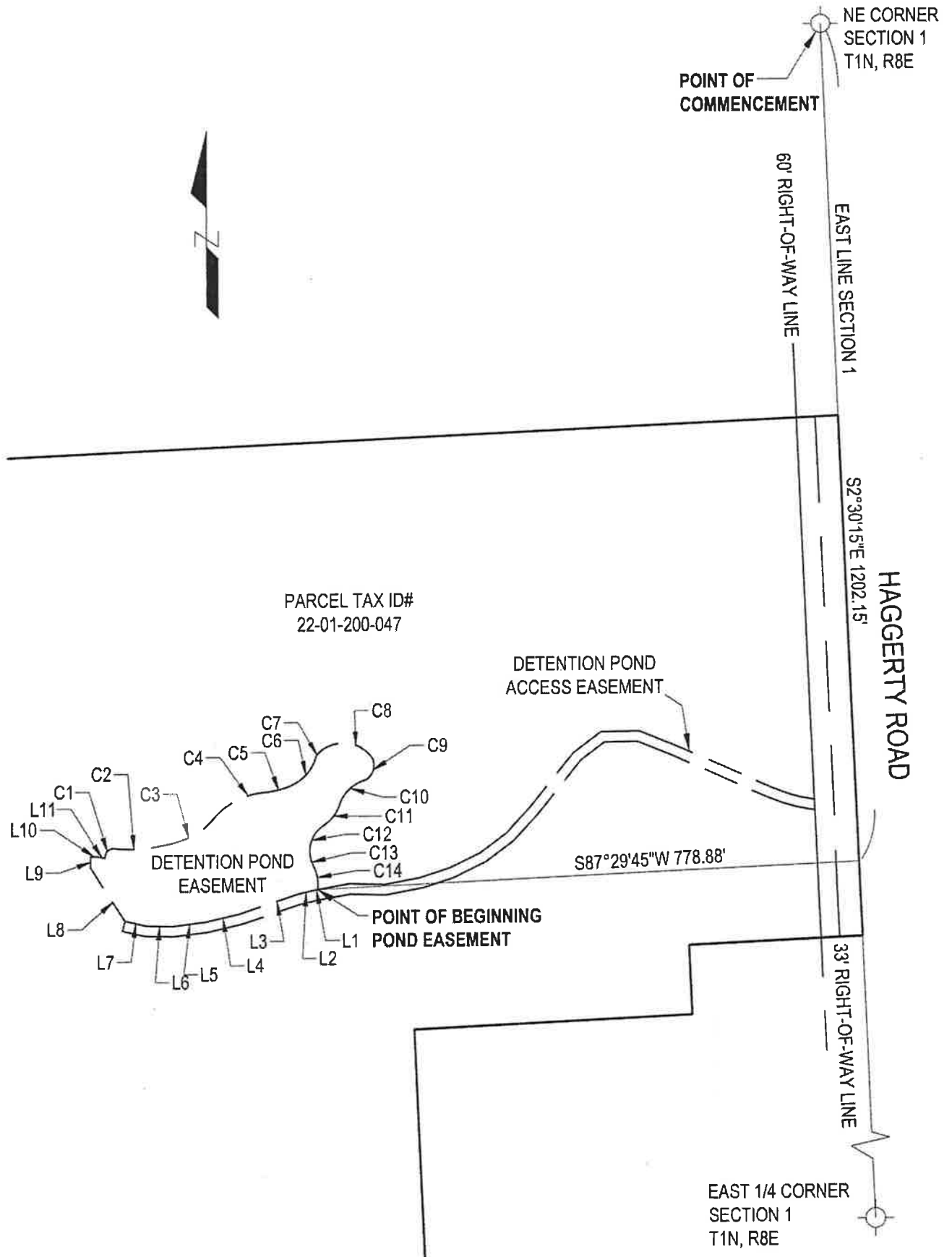
CHECKED BY: MMB JOB No.: A1390015 SHEET 3 OF 3



2365 HAGGERTY ROAD S.
 CANTON, MICHIGAN 48188
 TEL: (734) 397-3100
 FAX: (734) 397-3131

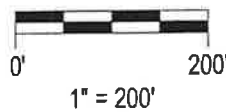
EXHIBIT D DETENTION / SEDIMENTATION BASIN EASEMENT AREA

NE 1/4 OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



W:\Projects\Projects A-E\A\1390015\CAD\SURVEY\Easements\A1390015_POND_EASEMENT_SHEET_STORM.dwg

Mathew Michael Barney 9/18/2020
MATHEW MICHAEL BARNEY, PS
 PROFESSIONAL SURVEYOR
 MICHIGAN LICENSE NO. 4001064960
 DATE: 9/18/2020



DRAWN BY:	MTS	CHECKED BY:	MMB	JOB No.: A1390015	SHEET 1 OF 3
-----------	-----	-------------	-----	-------------------	--------------

PREPARED FOR:
ALBERT KAHN ASSOCIATES
 Detroit, Michigan



2365 HAGGERTY ROAD S.
 CANTON, MICHIGAN 48188
 TEL: (734) 397-3100
 FAX: (734) 397-3131

EXHIBIT D

DETENTION / SEDIMENTATION BASIN EASEMENT AREA

NE $\frac{1}{4}$ OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Line Table		
Line #	Length	Direction
L1	3.75	S80° 01' 18"W
L2	25.94	S76° 22' 35"W
L3	87.42	S71° 46' 12"W
L4	49.13	S76° 46' 28"W
L5	48.06	S82° 54' 14"W
L6	38.19	N88° 28' 57"W
L7	31.56	N76° 31' 55"W
L8	91.26	N32° 17' 40"W
L9	15.66	N0° 02' 24"E
L10	11.31	S89° 57' 36"E
L11	9.87	S75° 03' 17"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	21.21	12.39	98°05'22"	N42° 35' 44"E	18.71
C2	83.15	232.83	20°27'44"	N86° 06' 53"E	82.71
C3	76.12	106.51	40°56'45"	N58° 24' 11"E	74.51
C4	84.09	109.92	43°49'58"	N65° 34' 18"E	82.06
C5	31.82	133.01	13°42'30"	N76° 12' 47"E	31.75
C6	58.88	63.78	52°53'17"	N42° 54' 54"E	56.81
C7	7.34	12.11	34°44'08"	N33° 50' 19"E	7.23
C8	87.26	50.44	99°07'31"	S84° 11' 24"E	76.78
C9	35.12	24.34	82°40'21"	S15° 06' 16"W	32.15
C10	51.93	56.12	53°01'01"	S49° 01' 09"W	50.10
C11	42.50	57.05	42°40'46"	S36° 54' 16"W	41.52
C12	51.16	43.19	67°51'42"	S21° 53' 25"W	48.22
C13	12.90	47.89	15°26'21"	S19° 09' 32"E	12.87
C14	34.08	57.78	33°48'01"	S9° 58' 42"E	33.59

W:\Projects\Projects A-E\A1390015\CAD\SURVEY\Easements\A1390015_POND_EASEMENT_SHEET_STORM.dwg

PREPARED FOR:
ALBERT KAHN ASSOCIATES

Detroit, Michigan

DRAWN BY: MTS

CHECKED BY: MMB JOB No.: A1390015 SHEET 2 OF 3



2365 HAGGERTY ROAD S.
CANTON, MICHIGAN 48188
TEL: (734) 397-3100
FAX: (734) 397-3131

EXHIBIT D

DETENTION / SEDIMENTATION BASIN EASEMENT AREA

NE $\frac{1}{4}$ OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PROPOSED DETENTION POND EASEMENT DESCRIPTION

AN ACCESS EASEMENT FOR DETENTION POND LOCATED IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 2°30'15" EAST ALONG THE EAST LINE OF SAID SECTION 1202.15 FEET; THENCE SOUTH 87°29'45" WEST 778.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80°01'18" WEST 3.75 FEET; THENCE SOUTH 76°22'35" WEST 25.94 FEET; THENCE SOUTH 71°46'12" WEST 87.42 FEET; THENCE SOUTH 76°46'28" WEST 49.13 FEET; THENCE SOUTH 82°54'14" WEST 48.06 FEET; THENCE NORTH 88°28'57" WEST 38.19 FEET; THENCE NORTH 76°31'55" WEST 31.56 FEET; THENCE NORTH 32°17'40" WEST 91.26 FEET; THENCE NORTH 0°02'24" EAST 15.66 FEET; THENCE SOUTH 89°57'36" EAST 11.31 FEET; THENCE SOUTH 75°03'17" EAST 9.87 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT A DISTANCE OF 21.21 FEET, HAVING A RADIUS OF 12.39 FEET, A DELTA ANGLE OF 98°05'22", A CHORD BEARING OF NORTH 42°35'44" EAST AND A CHORD DISTANCE OF 18.71 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT A DISTANCE OF 83.15 FEET, HAVING A RADIUS OF 232.83 FEET, A DELTA ANGLE OF 20°27'44", A CHORD BEARING OF NORTH 86°06'53" EAST AND A CHORD DISTANCE OF 82.71 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT A DISTANCE OF 76.12 FEET, HAVING A RADIUS OF 106.51 FEET, A DELTA ANGLE OF 40°56'45", A CHORD BEARING OF NORTH 58°24'11" EAST AND A CHORD DISTANCE OF 74.51 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT A DISTANCE OF 84.09 FEET, HAVING A RADIUS OF 109.92 FEET, A DELTA ANGLE OF 43°49'58", A CHORD BEARING OF NORTH 65°34'18" EAST AND A CHORD DISTANCE OF 82.06 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT A DISTANCE OF 31.82 FEET, HAVING A RADIUS OF 133.01 FEET, A DELTA ANGLE OF 13°42'30", A CHORD BEARING OF NORTH 76°12'47" EAST AND A CHORD DISTANCE OF 31.75 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT A DISTANCE OF 58.88 FEET, HAVING A RADIUS OF 63.78 FEET, A DELTA ANGLE OF 52°53'17", A CHORD BEARING OF NORTH 42°54'54" EAST AND A CHORD DISTANCE OF 56.81 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT A DISTANCE OF 7.34 FEET, HAVING A RADIUS OF 12.11 FEET, A DELTA ANGLE OF 34°44'08", A CHORD BEARING OF NORTH 33°50'19" EAST AND A CHORD DISTANCE OF 7.23 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT A DISTANCE OF 87.26 FEET, HAVING A RADIUS OF 50.44 FEET, A DELTA ANGLE OF 99°07'31", A CHORD BEARING OF SOUTH 84°11'24" EAST AND A CHORD DISTANCE OF 76.78 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT A DISTANCE OF 35.12 FEET, HAVING A RADIUS OF 24.34 FEET, A DELTA ANGLE OF 82°40'21", A CHORD BEARING OF SOUTH 15°06'16" WEST AND A CHORD DISTANCE OF 32.15 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT A DISTANCE OF 51.93 FEET, HAVING A RADIUS OF 56.12 FEET, A DELTA ANGLE OF 53°01'01", A CHORD BEARING OF SOUTH 49°01'09" WEST AND A CHORD DISTANCE OF 50.10 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT A DISTANCE OF 42.50 FEET, HAVING A RADIUS OF 57.05 FEET, A DELTA ANGLE OF 42°40'46", A CHORD BEARING OF SOUTH 36°54'16" WEST AND A CHORD DISTANCE OF 41.52 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT A DISTANCE OF 51.16 FEET, HAVING A RADIUS OF 43.19 FEET, A DELTA ANGLE OF 67°51'42", A CHORD BEARING OF SOUTH 21°53'25" WEST AND A CHORD DISTANCE OF 48.22 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT A DISTANCE OF 12.90 FEET, HAVING A RADIUS OF 47.89 FEET, A DELTA ANGLE OF 15°26'21", A CHORD BEARING OF SOUTH 19°09'32" EAST AND A CHORD DISTANCE OF 12.87 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT A DISTANCE OF 34.08 FEET, HAVING A RADIUS OF 57.78 FEET, A DELTA ANGLE OF 33°48'01", A CHORD BEARING OF SOUTH 09°58'42" EAST AND A CHORD DISTANCE OF 33.59 FEET TO THE POINT OF BEGINNING.
 CONTAINS 1.09 ACRES, MORE OR LESS.

W:\Projects\Projects A-E\A139001\CAD\SURVEY\Easements\A1390015_POND_EASEMENT_SHEET_STORM.dwg

PREPARED FOR:
ALBERT KAHN ASSOCIATES
 Detroit, Michigan

DRAWN BY: MTS

CHECKED BY: MMB

JOB No.: A1390015

SHEET 3 OF 3



2365 HAGGERTY ROAD S.
 CANTON, MICHIGAN 48188
 TEL: (734) 397-3100
 FAX: (734) 397-3131

October 20, 2020

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

Re: Berkshire eSupply - Acceptance Documents Review
Novi # JSP17-0072
SDA Job No. NV19-201
INITIAL DOCUMENTS APPROVED AS NOTED
FINAL DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on September 30, 2020 against the Final Site Plan (Stamping Set) approved on April 19, 2019. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement – (executed 09/22/20: exhibit dated 01/08/19) - Exhibits Approved.
2. Water System Abandonment Easement – (unexecuted: exhibit dated 01/08/19) - Exhibits Approved.
3. Water Main Vault Access Easement – (executed 09/22/20: exhibit dated 09/17/20) – Exhibits Approved.
4. Temporary Construction Easement – (executed 09/22/20: exhibit dated 09/17/20) - Exhibits Approved.
5. **Sanitary Sewer MH Access Easement** – (executed 09/22/20: exhibit dated 01/08/19) - Exhibit B showing the Sanitary Sewer Access Easement needs to be included in the executed easement document. If the exhibit has not had any revisions from the original exhibit dated 01/08/19 then this this approved as noted with the above note.
6. On-Site Storm Drainage Facility / Maintenance Easement Agreement – (executed 9/22/20) - Exhibits A, B, C & D Approved.
7. Warranty Deed for Road Right-of-Way – (executed 09/22/20: exhibit dated 09/15/20) – Exhibits Approved.

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.

8. Bills of Sale: Sanitary Sewer System and Water Supply System – SUPPLIED – APPROVED
9. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – APPROVED
10. Sworn Statement signed by Developer – SUPPLIED – APPROVED

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

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

It should be noted that the Plan Review Center Report dated October 24, 2018 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): Victor Boron, City of Novi
Cortney Hanson, City of Novi
Sarah Marchioni, City of Novi
Madeleine Kopko, City of Novi
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Kate Richardson, City of Novi
Angie Sosnowski, City of Novi
Beth Saarela, Johnson Rosati, Schultz, Amtsbuechler