



## CITY of NOVI CITY COUNCIL

Agenda Item 1  
October 26, 2015

**SUBJECT:** Approval of a Resolution Regarding Agreement for the Financing of Street and Utility Improvements and the Creation of Special Assessment on Property with West Park Office, LLC for the creation of Special Assessment District 178C to finance construction of roadway and utility improvements associated with the Crossroads Commerce Park project to be located on Parcel Nos. 22-17-101-010 and 22-17-101-012, south of Grand River Avenue and west of Providence Parkway, and approval of related Special Assessment Roll.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BBTC*

**CITY MANAGER APPROVAL:** *[Signature]*

### BACKGROUND INFORMATION:

City Council approved a request from West Park Investors, LLC, to create a special assessment district (SAD) for the financing of street improvements related to the Crossroads Commerce Park (f/k/a West Park Office Building on September 14, 2015). A public hearing regarding the creation of the SAD was held on October 12, 2015. The project includes public street and utility improvements that would serve two parcels of land located south of Grand River Avenue and west of Providence Park Hospital. The applicant has designed the improvements and the site plan for the road and utilities has been approved through Community Development. The project would include the construction of a public street, sidewalk, and public utility extensions, along with associated grading, wetland fill, and wetland mitigation. The estimated construction cost is \$1,585,508.

The developer's attorney has worked with the City Attorney's office to develop the attached agreement for consideration by City Council. Contract special assessment districts are permitted by section 30-25 of the ordinance (attached for reference), which provides that the City may enter in to a contract with a property owner for construction of any local improvement for which a special assessment can be levied, so as to provide for the payment of such improvement my means of a special assessment. The property owner would be charged 5% interest annual on the funds, which would be paid back in 15 annual installments.

The agreement has been reviewed by staff and is recommended for approval (see City Attorney's letter dated October 22, attached).

Once the developer selects a contractor, a construction agreement will be drafted with the contractor and presented to City Council for consideration of construction award. A budget agreement to allocate funds for the project will also be considered at that time.

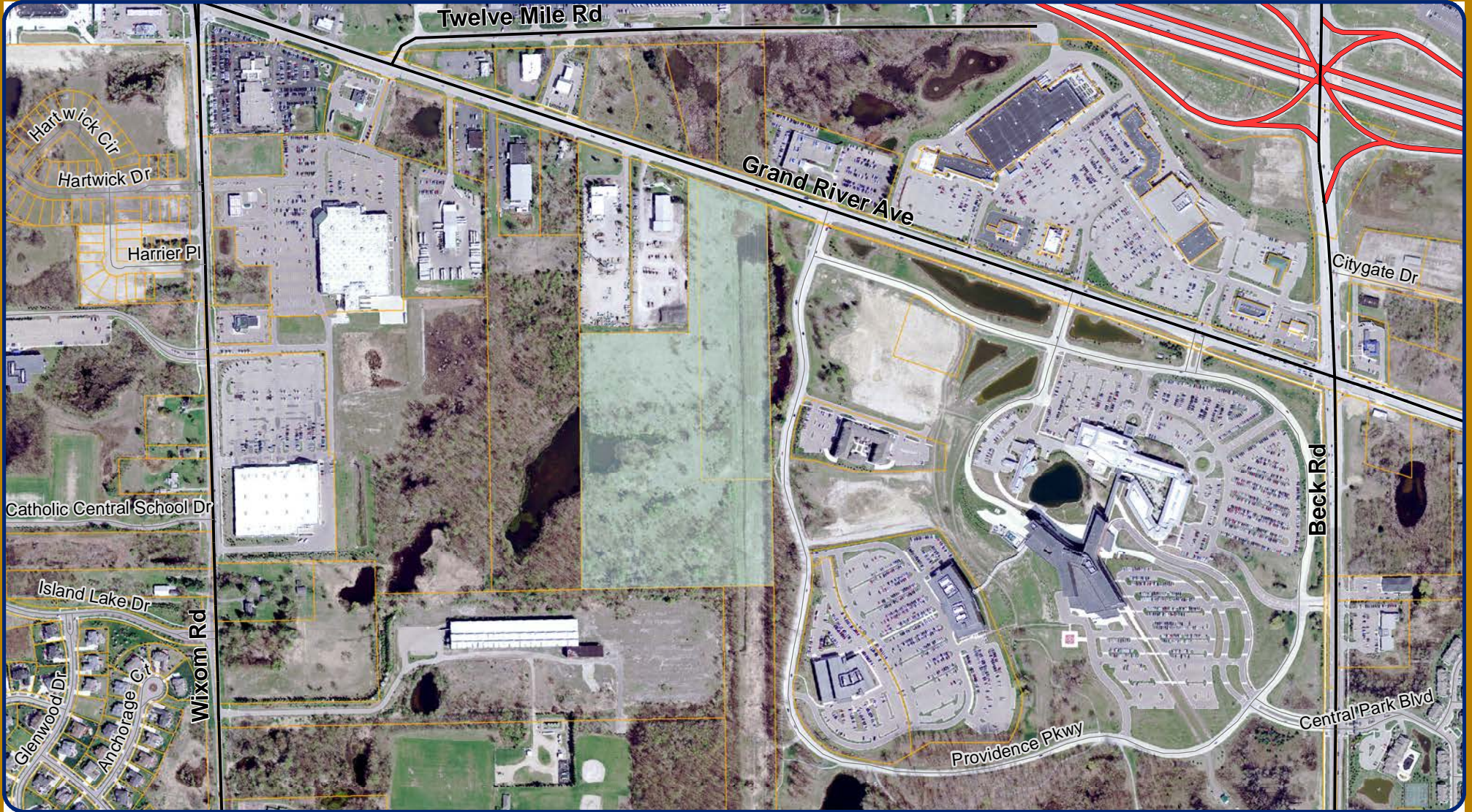
**RECOMMENDED ACTION:** Approval of Resolution Regarding Agreement for the Financing of Street and Utility Improvements and the Creation of Special Assessment on Property with West Park Office, LLC for the creation of Special Assessment District 178C to finance construction of roadway and utility improvements associated with the Crossroads Commerce Park project to be located on Parcel Nos. 22-17-101-010 and 22-17-101-012, south of Grand River Avenue and west of Providence Parkway, and approval of related Special Assessment Roll, subject to final review and approval of the form of the Agreement and related exhibits, including the authority to make required changes thereto, by the City Manager and City Attorney.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

# Location Map

## West Park Office

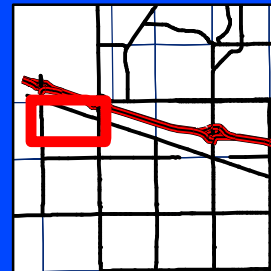


Map Author: Coburn  
 Date: 9/4/15  
 Project:  
 Version #:

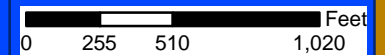
Amended By:  
 Date:  
 Department:

**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](http://cityofnovi.org)



# WEST PARK INVESTORS, LLC

39525 13 Mile Rd., Suite 250  
Novi, MI 48377  
(248) 324-0400 (248)324-0401 Fax

August 17, 2015

VIA E-mail & Regular Mail  
bcoburn@cityofnovi.org

Mr. Brian Coburn  
City of Novi  
Department of Public Service  
26300 Lee Begole Dr.  
Novi, MI 48375

Re: West Park  
31.5 Acre Parcel  
Novi, MI

Dear Brian:

This letter shall serve as a formal request by the undersigned to apply for a Contract SAD with the City of Novi to construct a **Public Roadway** in connection with the above captioned property.

## **Background**

The subject property is located on the South side of Grand River, West of Beck Road and comprises approximately 31.5 acres. Regulated wetlands, utility easements and natural land features reduce the developable land area to approximately fifteen (15) acres.

The project received Preliminary Site Plan Approval on July 27, 2015 and submitted for Final Site Plan Approval which is scheduled for August 21, 2015. Separately, the petitioner has applied for a Project and Street Name that will be considered in late August.

## **Intent of Contract SAD**

The intent of the requested Contract SAD is to construct a **Public Roadway** to serve the developable parcels on the site including associated mass grading, storm water management, site utilities, Grand River Drive access approach, berms, landscaping and emergency access connection to Providence Parkway. In order to compete for large-scale projects in Southeast Michigan, it is necessary to have all infrastructure improvements in place with the ability to deliver building product expeditiously, subject to the customary site plan approval process.

## **Costs to be Included in Contract SAD**

Attached is an itemized Cost Estimate prepared by Hubbell Roth and Clark dated August 7, 2015 setting forth the costs to be included in the Contract SAD totaling \$ 1,585,507.50.

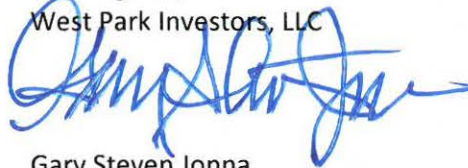
Page 2 of 2  
West Park  
31.5 Acre Parcel  
8/17/2015

**Schedule**

Attached is a Project Schedule prepared by Hubbell Roth and Clark setting forth the timeline for the Contract SAD Improvements.

Brian, we appreciate the opportunity to submit the Contract SAD for consideration by the City of Novi and would be pleased to answer any questions you may have.

Best regards,  
West Park Investors, LLC



Gary Steven Jonna  
Manager

Attachments

cc: City Attorney - Thomas R Schultz - Johnson Rosati Schultz & Joppich, PC  
tschultz@jrslaw.com



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Thomas R. Schultz  
tschultz@jrsjlaw.com

www.jrsjlaw.com

October 22, 2015

Mayor Gatt and City Council  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

RE: Special Assessment District (SAD) 178C – West Park Investors, L.L.C.

Dear Mayor Gatt and Councilmembers:

At the City Council's direction, our office has worked, along with City Administration, on a proposed contract SAD for the construction of a public roadway and related utility improvements for two parcels of property located on the south side of Grand River Avenue just west of Beck Road and the Providence Park campus. A copy of the Agreement is in the Council packet, along with a proposed Special Assessment Roll.

The sole entity responsible for the payment of the special assessment will be the current owner of the property, West Park Investors, L.L.C. The City's authority to enter into a SAD without the usual five-resolution process described in Chapter 30 of the Novi Code of Ordinances is found at Section 30-25, which states as follows:

The City may enter into a contract with a property owner for construction of any local improvement for which a special assessment may be levied, so as to provide for the payment of such improvement by means of a special assessment. The requirements of Section 30-3 through 30-14, as amended, shall not apply to such contract.

Our office finds no legal impediment to entering into the Agreement as proposed. The Agreement will be recorded against the property. The property owner has represented in the Agreement that there are no mortgage or other financing encumbrances currently against the property. (We are in the process of confirming that representation through formal title work, but expect that confirmation shortly.)

The amount of the special assessment is \$1,585,507.50, which is the current estimate of costs prior to actually bidding out the project. The City intends to finance that amount internally; that is, does not intend to issue bonds for financing. In addition, there is no "payback" related to this road and utility extension—the entire amount is to be borne by West Park Investors,

October 22, 2015

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which is a singular beneficiary of this particular improvement. As a result, there is no separate ordinance proposed for the City to adopt.

In terms of process, if the City Council approves the Agreement, the next required action of the City Council will be to approve a construction agreement with a contractor to carry out the improvements. The property owner is currently bidding out the project to interested construction firms. The City Engineer reviewed the list of prospective bidders and had no objection to the list. If an appropriate bid is received, a construction contract will likely be placed on the Council's November 9, 2015 meeting.

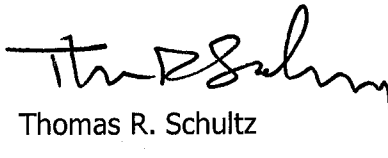
The proposed Agreement contains a mechanism that would allow the Special Assessment Roll to be amended in the event the final construction costs are either greater or less than the estimated amount.

Finally, in the Council motion, the City Manager and City Attorney's office are authorized to make any minor changes to the Agreement as necessary.

If you have any questions, please do not hesitate to call.

Sincerely yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

A handwritten signature in black ink, appearing to read "Thomas R. Schultz", written in a cursive style.

Thomas R. Schultz

TRS:jah

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION REGARDING AGREEMENT FOR FINANCING OF STREET AND UTILITY IMPROVEMENTS AND THE CREATION OF A SPECIAL ASSESSMENT ON PROPERTY [CROSSROADS COMMERCE PARK SAD 178C]**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on October \_\_, 2015, at \_\_\_ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

**WHEREAS**, West Park Investors, L.L.C., a Michigan limited liability company, and the owner of the property described as Parcel No. 22-17-101-010 and Parcel No. 22-17-101-012, has requested the creation of a Special Assessment District (SAD) for the purpose of financing street and utility improvements; and

**WHEREAS**, under Section 30-25 of the City of Novi Code of Ordinances, the City Council is authorized to enter into a contract with a property owner for the construction of any local improvement for which a special assessment may be levied, so as to provide for payment of such improvements by means of a special assessment; and

**WHEREAS**, the City and West Park Investments, L.L.C. have agreed to the terms of a certain "Agreement for the Financing of Street and Utility Improvements and Creation of Special Assessment on Property"; and

**WHEREAS**, the City Assessor has established a Special Assessment Roll under which the entire cost of the proposed improvements, currently estimated at \$1,585,507.50 as described in the Agreement to be designated as SAD 178C; and

**WHEREAS**, the City Council has reviewed the proposed Assessment Roll and confirms same; and

**WHEREAS**, West Park Investments, L.L.C. has also reviewed the proposed Assessment Roll and approved same.

**NOW THEREFORE, IT IS THEREFORE RESOLVED** that the Novi City Council hereby approves the Agreement for the Financing of Street and Utility Improvements and Creation of Special Assessment on Property [Crossroads Commerce Park SAD 178C] and authorizes the Mayor and City Clerk to sign same, subject to any final revisions as to



form as authorized by the City Manager and City Attorney, and hereby also confirms the Special Assessment Roll to be attached thereto in the amount of \$1,585,507.50, subject to the terms and conditions of the Agreement.

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Maryanne Cornelius, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this \_\_\_\_\_ day of October, 2015, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

\_\_\_\_\_  
Maryanne Cornelius, City Clerk  
City of Novi

**CITY OF NOVI  
COUNTY OF OAKLAND  
STATE OF MICHIGAN**

**AGREEMENT FOR THE FINANCING OF STREET AND UTILITY IMPROVEMENTS  
AND THE CREATION OF SPECIAL ASSESSMENT ON PROPERTY  
[CROSSROADS COMMERCE PARK SAD 178C]**

**THIS AGREEMENT**, effective this \_\_\_ day of October, 2015, is by and between West Park Investors, LLC, a Michigan limited liability company, a Michigan Limited Liability Company, whose address is 39525 13 Mile Road, Suite 250, Novi, Michigan 48377 ("Property Owner"), and the City of Novi a Michigan Municipal Corporation whose address is 45175 Ten Mile Road, Novi, Michigan ("City").

**RECITATIONS:**

The Property Owner owns the vacant property described on the Special Assessment Roll attached to this Agreement as **Exhibit A** (the "Property"). The Property consists of two adjacent parcels of land, proposed for future development for office use consistent with applicable zoning provisions of the City of Novi Code of Ordinances.

The Property Owner has submitted a plan for roads and utilities proposed to serve the future buildings on the Property ("Road and Utility Plan"). The Road and Utility Plan received preliminary site plan approval from the City of Novi Planning Commission on July 27, 2015. (See **Exhibit B**.) The Property Owner represented to the City that it has also secured the necessary permits from all other governmental agencies, including the State of Michigan and the County of Oakland, required to complete the Improvements. The road is proposed for public use and maintenance and will provide an emergency connection immediately upon construction and may serve as an additional point of ingress and egress from the Providence Hospital and Medical Centers site in the future. The utilities (water and sewer) will likewise be dedicated for public use.

The Property Owner has determined that a Special Assessment is needed to complete the road and utilities ("Improvements") prior to initiating the development for the Property.

The scope of the Improvements is described in the "Preliminary Estimate of Costs" dated August 7, 2015 and attached as **Exhibit C** (the "Preliminary Estimate"). The amount of the Preliminary Estimate is \$1,585,507.50. This estimated amount exceeds the amount that the Property Owner has to complete the Improvements, and the Property Owner would not be able to complete the Improvements without an available source of funds.

The construction of the Improvements will provide a public benefit by creating a potential additional point of access to the Providence Hospital and Medical Centers property.

The Property Owner has also determined that it is necessary to commence the Improvements before certain development approvals from the State of Michigan relating to wetlands fill and mitigation lapse. The City and the Property Owner therefore desire to establish, by voluntary agreement, a Special Assessment District consisting of the Property, in order to provide a source of funding for the construction of the Improvements. The Property Owner shall bear 100% of the cost of the Improvements, including the City's administrative, oversight and legal costs; the cost of the design; and the cost of the construction and any contingency cost (together the "Project Costs").

Although the City shall bear no share of the Project Costs, in order to realize the public benefit of the new connection, the City has agreed to assist in the financing of the construction of the Improvements, and shall fund the construction of the Improvements from existing street funds in the amount of \$1,585,507.50. The Property Owner shall re-pay the funds over a period of 15 years pursuant to special assessment of the Property, with interest in the amount of 5% per annum.

Rather than undergoing the lengthy process of multiple hearings and resolutions contemplated for the establishment of a customary Special Assessment District, because of the need and desire to construct the Improvements on an expedited basis as described above, and because the Property is the only Property receiving a special benefit for the construction of the Improvements, and taking into consideration the cost of the Improvements, the Property Owner has determined to waive all of the notice and hearing requirements provided for under state law, and by this Agreement, establish a Special Assessment District and a lien on the Property pursuant to contract as contemplated by Section 30-25 of the City Code, which provides that the City may enter into a contract with a property owner for construction of any local improvement for which a special assessment may be levied, so as to provide for the payment of such improvement by means of a special assessment.

In furtherance of the foregoing, the City and the Property Owner have also agreed that:

- a) The entire Property, which at the time of entry into this Agreement consists of two separate parcels of land, Parcel No. 22-17-101-010 and Parcel No. 22-17-101-012, shall be subject to and a part of the Special Assessment District, and responsibility for the entire amount (100%) of the Project Costs shall attach the entire Property as provided by law. After the road and related utilities are conveyed to the City, however, an appropriate land division will be completed with the City and said amount will thereafter attach only to the portion of the Property that lies west of the proposed road (the "West Portion of the Property"), which portion of the Property shall receive a separate parcel number (see **Exhibit D**, depicting the portion of the Property to be subject to lien).
- b) The Property Owner shall be responsible for designing the road and all related improvements to public standards (subject to review and approval by the City); assembling materials and documentation necessary to secure bids for the Project; and securing bids. The City's specifications shall be used in connection with the bids. The City's contract documents will be used in connection with the project, including City-required payment, performance, and maintenance guarantees. As such, the City shall have the ability to approve, or refuse to approve, any contractor, and to approve, or refuse to approve, the contract for the Improvements.
- c) The form of deed/bills of sale to the Improvements shall be as determined by the City.

- d) The Property Owner will remain responsible for maintenance and upkeep of all of the Property outside the proposed roadway, including but not limited to the portion of the Property that will lie east of the proposed road, and including the wetland mitigation areas.

In order to provide any and all interested persons an opportunity to be heard relative to the necessity for and the public purpose of the Improvements, the City conducted a public hearing on October 12, 2015.

The City and the Property Owner therefore desire to confirm, by this agreement, the Special Assessment District, consisting of the Property, for the payment of the cost of the constructing the Improvements.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The City and the Property Owner have concluded that the Improvements are necessary and appropriate, and are hereby approved.
2. It is the intent and purpose of this Agreement to bind and obligate the Property Owner, and the Property identified on the attached Special Assessment Roll (**Exhibit E**), for payment of the amounts set forth on the Special Assessment Roll to be expended for the Improvements, and to create a lien upon the Property to secure payment therefor, in accordance with the terms of this Agreement, the City's Code of Ordinances, and any other applicable laws and regulations, including state statute.
3. The City Council and the Property Owner have determined and agreed that the Improvements will specially benefit the Property that is identified on the Special Assessment Roll, and further specifically agree that the special benefit will be in sufficient amount and proportion to increase the market value of such Property, after the Improvements are completed, in proportion to the cost of the Improvements, and that there shall not be any substantial excess of the cost of the Improvements over the benefits that shall accrue to such Property as a result of the Improvements. It is further agreed by the Property Owner that there is a fair and reasonable relationship between the amount of the assessment upon the Property and the amount of the special benefit that shall accrue to the Property as a result of the Improvements.
4. The City Council has determined that a public purpose would be served by the Improvements, and the Property Owner fully and completely agrees with such determination.
5. The City Council has determined to proceed with the finance of the Improvements and to defray the above-referenced cost of the Improvements by Special Assessment upon the Property, it having been determined by the City Council and the Property Owner that the Property shall be specially benefited by the Improvements.

6. The City and the Property Owner have agreed that specially assessing the amount determined against the Property exclusively is lawful, constitutional, necessary, and appropriate, and that contributions from and/or on behalf of the public and/or from or on behalf of any other property for that amount would be inappropriate and unnecessary.
7. The City Council has approved the cost estimate for the Improvements in the amounts set forth on the attached Special Assessment Roll.
8. The City Council has determined, with the concurrence of the Property Owner, that the Property shall constitute the Special Assessment District, with the proportional cost of the Improvements being assessed to the Property Owner as shown on the attached Special Assessment Roll.
9. The City Assessor has prepared a Special Assessment Roll that includes the Property of the Property Owner, and also includes the total amount to be assessed against the Property. This Agreement is applicable to and will attach to and encumber the entire Property. However, upon completion and dedication and conveyance of the Improvements to the City, the lien authorized by law and described herein for the entire value of the Improvements will attach to and encumber only the West Portion of the Property as described in this Agreement and shown in **Exhibit D**. Following final site plan approval by the City, the Property Owner shall undertake all required actions to complete a land division to create two separate parcels: one that corresponds to the West Portion of the Property and one that corresponds to the remainder of the Property east of the road. At the time of such land division, the City Assessor shall allocate the full assessment to the West Portion of the Property in accordance with applicable provisions of the City's Code of Ordinances and adjust the attached Special Assessment Roll accordingly. The Property Owner hereby consents to the adjustment, the creation of the new Special Assessment Roll, its attachment to this Agreement, and its superseding of the Roll as initially attached as of the date of this Agreement.

The Property Owner represents that it intends to develop only the West Portion of the Property with buildings. It is further the Property Owner's intention to develop such West Portion of the Property in phases, and therefore it is likely that the Property Owner may further split the West Portion of the Property into two or more separate parcels. If the Property Owner further divides the West Portion of the Property to which the lien described herein attaches, the City Assessor shall apportion the assessment between such resultant new parcels in accordance with applicable provisions of the City's Code of Ordinances and adjust the attached Special Assessment Roll accordingly. The Property Owner hereby consents to the adjustment, the creation of the new Special Assessment Roll, its attachment to this Agreement, and its superseding of the Roll as initially attached as of the date of this Agreement.

10. The Assessor has affixed his certificate to the Special Assessment Roll, stating that the roll was made pursuant to authorization of the City Council, and that the

roll was made according to his best judgment, and conforms in all respects to the directions of the City Council and with the statutes of the State of Michigan.

11. The Special Assessment Roll for the Improvements, attached and incorporated as part of this Agreement, has been approved, adopted, and confirmed by the City Council and agreed to by Property Owner.
12. The Special Assessment against the Property as made on the Roll, or any part of such Special Assessment, may be paid in cash subject to the terms and conditions herein. The amount assessed shall be assessed against the Property Owner in 15 annual installments, the first of which shall be due and payable with the summer 2016 taxes beginning on July 1, 2016, in the amount of **\$78,920.22** as to Parcel No. 22-17-101-010 and **\$106,055.65** as to Parcel No. 22-17-101-012 payable without penalty on or before August 31, 2016, and with a 5% penalty thereafter. If such installment is not paid on or before August 31, 2016, it shall be certified as delinquent to the Council by the Treasurer and the Council shall place such delinquent assessment on the tax roll for that year together as one item with all accrued collection fees and penalties.

The remaining 14 installments shall be in the amounts set forth on the attached Special Assessment Roll, and the first of such several subsequent installments shall be due and payable on the summer 2017 tax roll, beginning on July 1, 2017, payable without penalty on or before August 31, 2017, and with a 5% penalty thereafter. If such installment is not paid on or before August 31, 2017, it shall be certified as delinquent to the Council by the Treasurer and the Council shall place such delinquent assessment on the tax roll for that year together as one item with all accrued collection fees and penalties. Subsequent installments shall be payable on the succeeding July 1, with payment deadlines and collection penalties and procedures as indicated above. Special Assessments that have been placed on the City tax roll shall be collected in all respects as are City taxes due on such date and shall be returned to the county treasurer with such taxes if unpaid on the following March 1.

The interest rate will be 5% per annum. The Property Owner may remit to the City all principal amounts due and owing pursuant to the attached Debt Schedule, including all accrued interest, to be paid to the City at any time. The entire, and portions that relate to individual parcels, of principal amount and accrued interest due may be paid at any time; there shall be no pre-payment penalty.

13. The Project Costs for the Improvements, and for the Project as a whole (as shown on the attached Special Assessment Roll), have been determined in the Preliminary Estimate, and include certain costs for design and permitting, project reviews (including legal reviews), and the cost of construction and inspection (among other things).

Because the Property Owner will be solely responsible for the entirety of the special assessment, the contract to construct the Improvements shall be effected as follows:

- a) One contractor shall serve as the contractor responsible for the construction of the Project ("Contractor"). The Property Owner shall assemble the documentation necessary to secure bids from qualified contractors for the Project. The City's specifications (including payment, performance, and maintenance guarantees) shall be used in connection with the bids. The City shall have the ability to approve, or refuse to approve, any contractor in its sole discretion, and the City shall have the sole discretion to determine whether to award a contract for the Project to any bidder. If the City does not approve any bidder as described herein, then this Agreement shall be null and void
- b) The City will, upon determining whether to award a contract to a bidder, enter into a construction contract (the "Construction Contract") with the Contractor. The terms and conditions of the Contract and related documents are within the sole discretion of the City as if the design and construction were being put out for public bid, and Contractor shall construct the Improvements pursuant to such construction contract. If the City does not approve a Construction Contract as described herein, then this Agreement shall be null and void.
- c) Before approval of a Construction Contract, the Property Owner shall make and deliver to the City the final engineering design for the Improvements, along with a construction cost estimate based upon the City's specifications. Such final engineering design and construction cost estimate (the "Final Estimate") shall be subject to review by the City Engineer. If such Final Estimate is higher than the Preliminary Estimate, a reconciliation and final cost determination shall then be made by the City and Owner, taking into consideration the Preliminary Estimate. The City Council shall resolve any issue with regard to the cost determination to be incorporated into the Construction Contract to be entered into between the City and the Contractor to the extent not reconciled by the Owner and the City Engineer for purposes of this Agreement and the special assessment district.
- d) The Property Owner shall be responsible to timely secure all required governmental permits and approvals for the Improvements, including all state and county permits and approvals, including but not limited to wetland fill and mitigation permits and approvals.
- e) All construction, and the process of construction, shall be in accordance with all applicable regulations of the City, and shall require all applicable permits and approvals from the City and other applicable governmental entities, including, without limitation, payment of City fees, pre-construction meetings, inspection fees, as-builts, maintenance bond, and the like. Once the Construction Contract has been fully executed and work on the Improvements has been commenced, the City shall complete, or cause the completion of, the Improvements in accordance with the terms of the Construction Contract.
- f) Upon completion of the Improvements, including the road and utilities, the Property owner shall execute a warranty deed for the roadway and bill of sale for the road and utilities, in a form and manner determined to be acceptable to the City Engineer and City Attorney.

14. On the basis of the final construction cost, as reconciled, if needed, a revised Special Assessment Roll, with an adjusted amount reflecting the actual, final construction costs (the "Total Assessment Amount"), shall be prepared. If the adjusted Total Assessment Amount is to be reduced in relation to the amount shown on the attached Special Assessment Roll, the adjustment(s) shall be made when all indebtedness of the City incurred in connection with this Special Assessment, if any, has been paid, and the construction of all Improvements have been completed, inspected, and approved by the City. If the Total Assessment Amount is to be increased, such revised Special Assessment Roll shall be made in connection with any annual installment hereunder and shall without delay be provided to the Owner, and shall be attached to this Agreement to supersede the Special Assessment Roll attached on the date of this Agreement.

15. The Property Owner represents that there is currently no mortgage, loan or other financing instrument or mechanism of any kind encumbering the property. If the Property Owner further divides the West Portion of the Property to which the lien attaches after construction, dedication, and conveyance of the Improvements, the City Assessor shall apportion the assessment between such resultant new parcels in accordance with applicable provisions of the City's Code of Ordinances.

Property Owner agrees that it will not encumber the property with a mortgage, construction loan, or other financing instrument or mechanism of any kind while this Agreement is in effect unless the party providing the financing acknowledges that the Special Assessment is superior to the mortgage or other financing instrument or mechanism that is planned to encumber the Property or the portion of the Property affected, whichever is applicable. If the foregoing acknowledgment is not obtained, then the amount of the Special Assessment (principal and accrued interest only) owed as to such Property or portion thereof (or any subsequent parcel) under this Agreement shall be paid in full to the City's satisfaction. Alternatively, at the City's discretion, the City may accept an appropriate subordination of any other mortgage, loan, or financing instrument or mechanism in a form and manner to be determined by the City.

16. The Property Owner shall be responsible for the ongoing monitoring and reporting associated with any and all wetland mitigation required in connection with the Improvements, including as required under the Property Owner's permit from the State of Michigan.

In addition, the Property Owner acknowledges that the installation of the Improvements will create an area of property east of the roadway that is very likely undevelopable for any building or other use. The City therefore requires, and the Property Owner agrees, that the Property Owner adequately provide for the ongoing and permanent maintenance of such area. The Property Owner and the City shall in connection with the dedication and conveyance of the Improvements to the City enter into an agreement, acceptable to the City as to form, providing that the portion of the property east of the proposed road shall



be maintained in accordance with all applicable provisions and standards of the City of Novi Code of Ordinances, and that, if the Property Owner, or its successors and assigns, fails to maintain such property as required, the City may (but is not obligated to) enter upon the area to effect such maintenance upon reasonable notice and opportunity to cure, even though it is a separate parcel of property, and charge the cost of such maintenance to the West Portion of the Property. Such agreement shall also provide that the Property Owner, and its successors and assigns, shall be responsible to pay all *ad valorem* property taxes and any subsequent assessments against such area, even though it is a separate parcel of property, and that said taxes and subsequent assessments shall become a lien upon the entire Property, collectible in the manner of taxes as against the entire Property.

17. The City does not represent or warrant to the Property Owner any commencement or completion date for the Improvements. The City shall not be liable to the Property Owner for any economic (including, without limitation, loss of revenues, profits, contracts, business, property value, or anticipated savings), special, direct, indirect, incidental, exemplary, punitive, or consequential losses or damages or loss of goodwill in any way, whether such liability is based on tort, contract, negligence, strict liability, or otherwise arising from or relating to this Agreement. The Property Owner's sole and exclusive remedies are limited to injunctive relief, declaratory relief, and any relief or remedies affirmatively set forth in this Agreement and applicable City ordinances, except to the extent any such remedies and relief are limited under the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, if the City expends any funds of any kind in connection with the Project and Improvements but the Project fails to commence or proceed to conclusion because permits or approvals by other governmental agencies (other than the City) are not secured, such costs shall be reimbursed to the City upon demand.
18. The Property Owner, after conferring with its own legal counsel, agrees that it is the sole owner of record of the Property and that the undersigned individual is authorized to execute this Agreement on behalf of the Property Owner; that it has received notice of all hearings and notice of its right to make objections to the Special Assessment District and to the Special Assessment Roll; that it has received notice of its right to appear and protest at public hearings, or to appear by filing an appearance or protest by letter in order to appeal the establishment and/or amount of the Special Assessment to the State Tax Tribunal and the right to in any other respect or manner object to the assessment. The Property Owner acknowledges and agrees that it consents to the Special Assessment and that such rights are therefore *waived*, and the Property Owner hereby confirms such waiver. Moreover, the Property Owner agrees that the Improvements, the Special Assessment, the Special Assessment District, the terms of this Agreement, and the Special Assessment Roll are all lawful, fair, just, and equitable and that each of the assessments contained on the Special Assessment Roll results in a Special Assessment in accordance with the benefits to be derived by the respective Property. The waiver provided by Property Owner herein is expressly limited to the waiver of any objection to the establishment and/or amount of the Special Assessment and Special Assessment District, and shall not

be construed as a waiver of any rights granted to Property Owner (also referred to as Seller) under this Agreement, any other agreements referenced herein or entered into between City and Property Owner in connection with the project or the Improvements.

19. This Agreement contains the entire understanding and agreement between the City, the Property Owner, and no statements, promises, or inducements have been made by any party, or by the agent of any party, that are not contained in this written Agreement. This Agreement constitutes the full and complete agreement of the parties, and shall not be enlarged, modified or altered, except in writing signed by the parties.
20. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns and transferees, and shall run with the land constituting the properties.
21. This Agreement shall be recorded at the Oakland County Register of Deeds. A copy of this Agreement shall be kept on file with the City Clerk.

IN WITNESS WHEREOF, City, and Property Owner by and through their duly-authorized representatives, have executed this Agreement effective the as of the date set forth above.

Signatures on Following Pages

**CITY OF NOVI,  
a Michigan municipal corporation**

By: \_\_\_\_\_  
Robert J. Gatt, Mayor

By: \_\_\_\_\_  
Maryanne Cornelius, Clerk

COUNTY OF OAKLAND        )  
  ) SS  
STATE OF MICHIGAN        )

The foregoing instrument was acknowledged before me on this \_\_\_\_day of \_\_\_\_\_ 201\_\_\_\_, by, Robert J. Gatt, Mayor and Maryanne Cornelius, Clerk on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_

Signatures Continue on Following Page

**PROPERTY OWNER**

**West Park Investors, LLC, a Michigan limited liability company, a Michigan Limited Liability Company**

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

Its:

COUNTY OF OAKLAND        )  
  ) SS  
STATE OF MICHIGAN        )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, \_\_\_\_\_, executed the foregoing document before me and, being duly sworn, stated that he is the \_\_\_\_\_ of West Park Investors, LLC, a Michigan Limited Liability Company with its full authority and as its free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_

## EXHIBIT A

### PROPERTY DESCRIPTION

Land situated in the City of Novi, County of Oakland, State of Michigan, is described as follows:

#### PARCEL 1:

Part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as Beginning at the intersection of the Southerly right-of-way line of Grand River Avenue and the North-South 1/4 line of said Section 17; thence South 00 degrees 29 minutes 23 seconds West 1262.82 feet; thence North 89 degrees 30 minutes 37 seconds West 330.00 feet; thence North 00 degrees 29 minutes 23 seconds East 1374.95 feet to the Southerly right-of-way line of Grand River Avenue; thence South 70 degrees 44 minutes 31 seconds East along said right-of-way line 348.53 feet to the Point of Beginning.

#### PARCEL 2:

Part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan described as Beginning at the center of said Section; thence South 89 degrees 52 minutes 01 seconds West along the East-West 1/4 line of said Section 675.10 feet; thence North 89 degrees 58 minutes 51 seconds West 241.73 feet; thence North 00 degrees 23 minutes 40 seconds East 1218.33 feet; thence South 89 degrees 30 minutes 37 seconds East 522.37 feet; thence North 00 degrees 29 minutes 23 seconds East 745.37 feet to the Southerly right-of-way line of Grand River Avenue; thence South 70 degrees 44 minutes 31 seconds East along said right-of-way line 63.37 feet; thence South 00 degrees 29 minutes 23 seconds West 1374.95 feet; thence South 89 degrees 30 minutes 37 seconds East 330.00 feet to the North-South 1/4 line of said Section; thence South 00 degrees 06 minutes 27 seconds East along said line 559.27 feet to the Point of Beginning.

#### LEGAL DESCRIPTION AS SURVEYED:

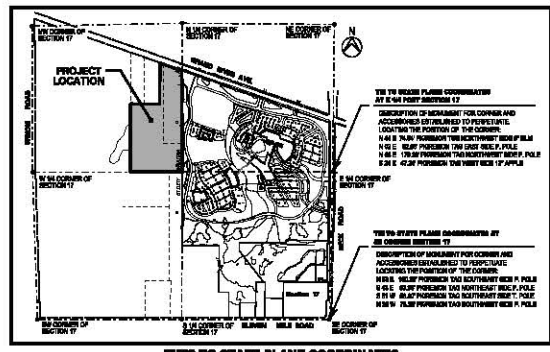
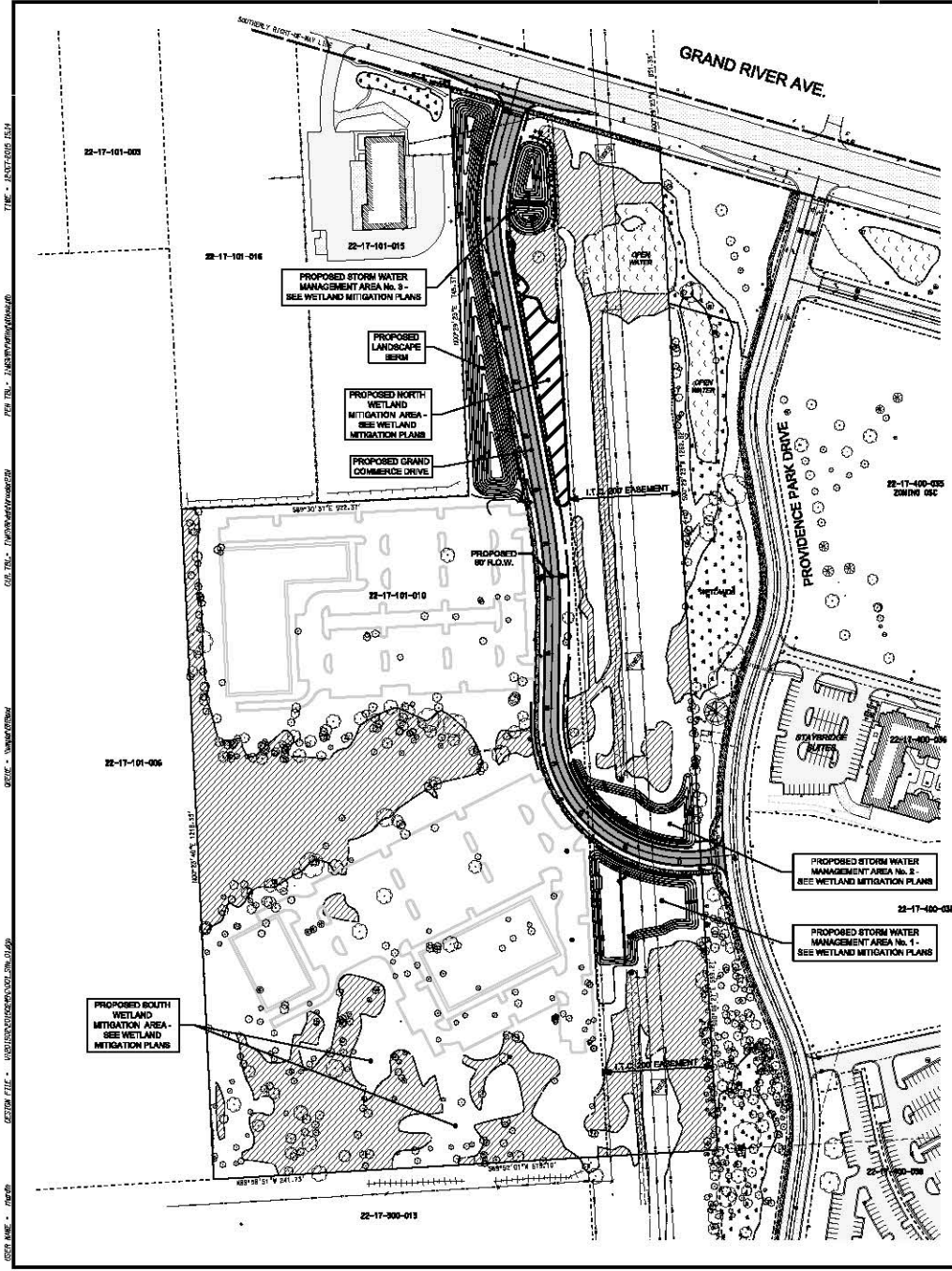
A part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the North 1/4 corner of said Section 17; thence South 03 degrees 16 minutes 55 seconds East, 831.75 feet, (previously described as South 00 degrees 29 minutes 23 seconds West, 831.35 feet), along the North and South 1/4 line of said Section 17, to a point on the Southerly right of way of Grand River Avenue (100.00 feet wide), and the POINT OF BEGINNING; thence continuing South 03 degrees 16 minutes 55 seconds East 1827.68 feet, (previously described as South 00 degrees 29 minutes 23 seconds West, 1262.82 feet and South 00 degrees 06 minutes 27 seconds East 559.27 feet), along the North and South 1/4 line of said Section 17, to the center of said Section 17; thence South 86 degrees 39 minutes 04 seconds West, 916.83 feet, (previously described as South 89 degrees 52 minutes 01 seconds West, 675.10 feet and North 89 degrees 58 minutes 51 seconds West, 241.73 feet), along the East and West 1/4 line of said Section 17; thence North 02 degrees 44 minutes 09 seconds West 1219.61 feet, (previously described as North 00 degrees 23 minutes 40 seconds East 1218.33 feet); thence North 87 degrees 21 minutes 50 seconds East, 522.37 feet, (previously described as South 89 degrees 30 minutes 37 seconds East); thence North 02 degrees 38 minutes 01 seconds West 746.51 feet, (previously described as North 00 degrees 29 minutes 23 seconds East 745.37 feet) to a point on the Southerly right of way of said Grand River Avenue; thence South 73 degrees 56 minutes 49 seconds East, 396.81 feet, (previously described as South 70 degrees 44 minutes 31 seconds East, 63.37 feet and South 70 degrees 44 minutes 31 seconds East 348.53 feet), along the Southerly right of way of said Grand River Avenue, to the POINT OF BEGINNING.

EXHIBIT B

ROAD AND UTILITY PLAN

See attached.





**TIES TO STATE PLANE COORDINATES**

**BENCH MARKS**

HRC B.M. NO. 1	NORTHING EMBTMS	ELEV.	DESCRIPTION
HRC 304	N 1300028.19 E 1300028.19	898.32	MINIMAL WEST FACE OF POWER POLE WEST SIDE OF DRIVE, 487'-4" SOUTH OF GRAND RIVER AND ALONG THE WEST SIDE OF ILL. SIDEWALK
HRC 303	N 130028.014 E 1300041.72	898.34	MINIMAL WEST FACE OF 30' DIAM. EAST SIDE OF PROPOSED PAVEMENT 200'-4" SOUTH OF SOUTH END OF STATIONARY SIGN
NOV 81 188 NOV 174	N 130278.148 E 1300891.54	898.92	BENCH TIE WEST SOUTHWEST CORNER OF POWER POLE LOCATED 10 FEET WEST OF DRIVE BERM AND 25 FEET SOUTH OF BACK OF CURB OF GRAND RIVER
NOV 13 91 S.M. 1721	N 130028.078 E 1300028.19	899.01	7'x 7' WOOD SIGN ON GRASSLOCATED 35 FEET NORTH OF BACK OF CURB OF GRAND RIVER AND 25 FEET EAST OF DRIVE BERM GRAND RIVER

**LEGAL DESCRIPTION (FROM WARRANTY DEED L-38787 P.282)**

A part of the Northwest 1/4 of Section 17, Town 1 North, Range 1 East, City of Nov., Oakland County, Michigan; being more particularly described commencing at the North 1/4 corner of said Section 17; thence South 08 degrees 16 minutes 55 seconds East 551.76 feet, (previously described as South 02 degrees 28 minutes 23 seconds West 851.85 feet) along the North and South 1/2 line of said Section 17 to a point on the Southerly right of way of Grand River Avenue (100.00 feet wide) and the POINT OF BEGINNING; thence continuing South 03 degrees 16 minutes 55 seconds East 1927.88 feet (previously described as South 03 degrees 28 minutes 23 seconds West 1262.82 feet and South 02 degrees 08 minutes 27 seconds East 891.27 feet) along the North and South 1/2 line of said Section 17 to the center of said Section 17; thence South 89 degrees 20 minutes 04 seconds West 016.83 feet (previously described as South 89 degrees 02 minutes 01 seconds West 076.10 feet and North 89 degrees 58 minutes 01 seconds East 241.73 feet) along the East and West 1/2 line of said Section 17; thence North 02 degrees 44 minutes 28 seconds West 1219.81 feet (previously described as North 02 degrees 40 seconds East 1219.35 feet); thence North 87 degrees 21 minutes 50 seconds East 522.37 feet (previously described as North 89 degrees 30 minutes 37 seconds East); thence North 02 degrees 58 minutes 01 seconds West 749.51 feet (previously described as North 02 degrees 28 minutes 23 seconds East 745.37 feet) to a point on the Southerly right of way of said Grand River Avenue; thence South 73 degrees 08 minutes 48 seconds East 398.61 feet (previously described as South 70 degrees 44 minutes 51 seconds East 403.27 feet and South 70 degrees 44 minutes 51 seconds East 398.60 feet) along the Southerly right of way of said Grand River Avenue to the POINT OF BEGINNING.

Tax parcels 22-17-101-010 and 22-17-101-012

N

0 35 60 100 200

1" = 100'-0"

**WHITEHALL**  
REAL ESTATE INTERESTS

**HRC 100**  
CONSULTING ENGINEERS SINCE 1916

100 HULETT DRIVE  
BLOOMFIELD HILLS, MICH. 48304-1004

PHONE: 248-494-6800  
FAX: 248-494-8818  
MOBILE: 248-358-8800  
WEB SITE: [www.hrc-engineers.com](http://www.hrc-engineers.com)

NO.	DATE	DESCRIPTION
18.02.2016	FINAL SITE PLAN SET & MARK	
08.24.2016	REVISED FOR CITY FINAL COMMENTS	
08.24.2016	FINAL SITE PLAN APPROVAL	
08.25.2016	PRELIMINARY SITE PLAN APPROVAL	
DATE	ISSUED / ADDITIONS / REVISIONS	
DESIGNED	M.S.A.	
DRAWN	TEWJ.R.G.H.	
CHECKED	G.L.T.	
APPROVED		



**COMMERCE CROSSINGS  
OFFICE PARK**

**PROPOSED  
GRAND COMMENCE  
DRIVE**

CITY OF INDI

PART OF THE MAP OF SECTION 17, T17N, R1E, MICH. CHLRSRD 000001

**PROPOSED  
OVERALL  
SITE PLAN**

HRC JOB NO. 20180548 SCALE 1" = 100'

DATE JUNE 23, 2016 SHEET NO. C 01 OF 11

**NOTICE:**  
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC MAP WERE FIELD VERIFIED FROM VISUAL OBSERVATION AND RECORD DRAWINGS WHERE AVAILABLE. NO GUARANTEE IS MADE OR SHOULD BE IMPLIED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. FURTHER UTILITIES AND INFORMATION SHALL BE OBTAINED BY THE AGENT AND COMPLETELY PRIOR TO CONSTRUCTION.

**NOTE:**  
ALL WORK SHALL CONFORM TO CITY OF INDIANAPOLIS AND SPECIFICATIONS.

22-17-101-003  
 22-17-101-016  
 22-17-101-010  
 22-17-101-006  
 22-17-101-013  
 22-17-101-005  
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 22-17-101-100



EXHIBIT C

PRELIMINARY ESTIMATE OF COSTS

See attached.

**PRINCIPALS**

George E. Hubbell  
Thomas E. Biehl  
Walter H. Alix  
Keith D. McCormack  
Nancy M. D. Faught  
Daniel W. Mitchell  
Jesse B. VanDeCreek  
Roland N. Alix  
Michael C. MacDonald  
James F. Burton

**SENIOR ASSOCIATES**

Gary J. Tressel  
Kenneth A. Melchior  
Randal L. Ford  
William R. Davis  
Dennis J. Benoit  
Robert F. DeFrain  
Thomas D. LaCross  
Albert P. Mickalich  
Timothy H. Sullivan

**ASSOCIATES**

Jonathan E. Booth  
Marvin A. Olane  
Marshall J. Grazioli  
Donna M. Martin  
Charles E. Hart  
Colleen L. Hill-Stramsak  
Bradley W. Shepler  
Karyn M. Stickel  
Jane M. Graham

**HUBBELL, ROTH & CLARK, INC.**

OFFICE: 555 Hulet Drive  
Bloomfield Hills, MI 48302-0360  
MAILING: PO Box 824  
Bloomfield Hills, MI 48303-0824  
PHONE: 248.454.6300  
FAX: 248.454.6312  
WEBSITE: www.hrc-engr.com  
EMAIL: info@hrc-engr.com

**WEST PARK OFFICE BUILDING  
PRELIMINARY ESTIMATE OF COSTS  
OAKLAND COUNTY, MICHIGAN**

ENGINEER'S OPINION OF COST

August 7, 2015

HRC Job No. 20150245

	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>		<u>Total Cost</u>
1	Remove Trees, 8" to 18" Dia.	65	ea @	\$250.00	=	\$16,250.00
2	Remove Trees, 19" to 36" Dia.	4	ea @	\$350.00	=	\$1,400.00
3	Remove Concrete Curb and Gutter	325	lft @	\$5.00	=	\$1,625.00
4	21AA Limestone Aggregate Base, including Maintenance Aggregate	2,770	tons @	\$18.00	=	\$49,860.00
5	Subgrade Undercutting, Type II Modified, 1" X 3" Crushed Concrete	500	cyd @	\$30.00	=	\$15,000.00
6	Geogrid and Fabric	1500	syd @	\$4.00	=	\$6,000.00
7	Edge Drain, 6"	2685	lft @	\$14.00	=	\$37,590.00
8	Station Grading	16.1	sta @	\$1,100.00	=	\$17,710.00
9	Earth Excavation of Mitigation Areas	3,200.0	cyd @	\$7.00	=	\$22,400.00
10	Filling of Wetland Areas	5,100.0	cyd @	\$10.00	=	\$51,000.00
11	Concrete Pavement, MDOT PIM, 9" Nonreinforced w/Integral Curb and Gutter, including Miscellaneous Pours	4,870	syd @	\$65.00	=	\$316,550.00
12	Concrete Ramps, 6" Incl. ADA Ramps and Dome Pads	600	sft @	\$6.00	=	\$3,600.00
13	Concrete Curb and Gutter - MDOT Detail B-1	260	lft @	\$16.00	=	\$4,160.00
14	Concrete Curb and Gutter - MDOT Detail F-4	3155	lft @	\$14.50	=	\$45,747.50
15	Concrete Sidewalk, 4"	13,150	sft @	\$4.00	=	\$52,600.00
16	12" Storm Sewer C76-IV, MGT Joints w/Std. Bedding and Trench 'A' Backfill	227	lft @	\$50.00	=	\$11,350.00

17	15" Storm Sewer, C76 - CL-IV, MGT Joints w/Standard Bedding and Trench 'A' Backfill	105	lft	@	\$65.00	=	\$6,825.00
18	18" Storm Sewer	40	lft	@	\$80.00	=	\$3,200.00
19	24" Storm Sewer	529	lft	@	\$90.00	=	\$47,610.00
20	30" Storm Sewer	71	lft	@	\$110.00	=	\$7,810.00
21	36" Storm Sewer	711	lft	@	\$130.00	=	\$92,430.00
22	Drainage Structure, 4' Diameter Low Head, incl. Frame and Cover	10	ea	@	\$2,300.00	=	\$23,000.00
23	Drainage Structure, 4" Diameter, incl. Frame and Cover	9	ea	@	\$1,900.00	=	\$17,100.00
24	Tapping Sleeve and Valve, 8" X 12"	1	ea	@	\$3,700.00	=	\$3,700.00
25	8" Water Main Ductile Iron Trench Detail A Backfill	1775	lft	@	\$50.00	=	\$88,750.00
26	Connect to Existing Water Main 8"	1	ea	@	\$1,800.00	=	\$1,800.00
27	Fire Hydrant Assembly	6	ea	@	\$2,300.00	=	\$13,800.00
28	Adjust Structure	4	ea	@	\$200.00	=	\$800.00
29	Reconstruct Structure	6	lft	@	\$400.00	=	\$2,400.00
30	Pavement Markings	1	LS	@	\$4,000.00	=	\$4,000.00
31	Restoration of all Disturbed Areas, Including 4" Topsoil and Class A Sod, Sprinkler Systems, Etc.	3550	syd	@	\$5.00	=	\$17,750.00
32	Color Audio Video Route	1	LS	@	\$2,000.00	=	\$2,000.00
33	Maintaining Traffic	1	LS	@	\$3,000.00	=	\$3,000.00
34	Soil Erosion and Sediment Control	1	LS	@	\$4,000.00	=	\$4,000.00
35	Reimbursed Permit Fees, RCOC	1	LS	@	\$7,500.00	=	\$7,500.00
36	DTE Street Lighting	1	LS	@	\$25,000.00	=	\$25,000.00
37	Observation Crew Days	60	days	@	\$625.00	=	\$37,500.00

**Total Engineering Cost**

**\$1,062,817.50**

**Brooks Williamson Mitigation Cost**

1	Soil Erosion Control/Tree Protection	1	acre	@	\$4,500.00	=	\$4,500.00
2	Land Clearing	1	acre	@	\$5,500.00	=	\$5,500.00
3	Grading/Construction	1	acre	@	\$15,000.00	=	\$15,000.00
4	Water Leve Control	1	acre	@	\$6,000.00	=	\$6,000.00

Structure						
5	Planting (Trees/Shrubs)	1	acre	@	\$7,900.00 =	\$7,900.00
6	Seed/Mulch	1	acre	@	\$5,300.00 =	\$5,300.00
7	Conservation Easement Signage1	1	acre	@	\$700.00 =	\$700.00
8	Hydrologic Study (Water Budget) Cost Per Acre	1	acre	@	\$5,000.00 =	\$5,000.00
						\$49,900.00
<b>Total 1.6 Acres of Wetland Mitigation (1.6 Acres x \$49,900.00)</b>						<b>\$79,840.00</b>

**Russell Design - Landscaping**

1	Sugar Maple 2.5"	11	ea	@	\$400.00 =	\$4,400.00
2	Autumn GloryRed Maple	25	ea	@	\$400.00	\$10,000.00
3	Amelanchier – 2 ½"	25	ea	@	\$425.00	\$10,625.00
4	Tulip Tree – 2 ½"	9	ea	@	\$500.00	\$4,500.00
5	Norway Maple – 8"	19	ea	@	375.00	\$7,125.00
6	White Spruce 6"	30	ea	@	\$325.00 =	\$9,750.00
7	Swamp White Oak 3"	36	ea	@	\$400.00 =	\$14,400.00
8	Northern Red Oak 2.5"	10	ea	@	\$400.00 =	\$4,000.00
9	Seed Lawn	4600	syd	@	\$3.00 =	\$13,800.00
10	Natural Color, Double Shredded Hardwood Mulch	50	cyd	@	\$35.00 =	\$1,750.00
11	Gray Dogwood – 36"	60	ea	@	\$75.00 =	\$4,500.00
12	Mariesii Viburnum – 36"	70	ea	@	\$90.00 =	\$6,300.00
						<b>\$91,150.00</b>

Total Estimated Construction Costs	\$1,233,807.50
Contingency	\$110,000.00
Design Engineering	\$96,700.00
Construction Engineering	\$145,000.00
<b>Total Project Costs</b>	<b>\$1,585,507.50</b>

Prepared by:  
 Hubbell, Roth & Clark, Inc.  
 555 Hulet Drive  
 Bloomfield Hills, Michigan 48302

EXHIBIT D

DEPICTION OF PROPERTY

See attached.

**EXHIBIT D**

**To be attached prior to execution**

EXHIBIT E

SPECIAL ASSESSEMENT ROLL

See attached.

**SPECIAL ASSESSMENT DISTRICT**

**#178 C**

**INFRASTRUCTURE IMPROVEMENTS**

**CERTIFICATE OF ASSESSOR**

I, THE UNDERSIGNED, D. GLENN LEMMON, DO HEREBY CERTIFY AND REPORT THE FOLLOWING SPECIAL ASSESSMENT ROLL, AND THE ASSESSMENT MADE BY ME PURSUANT TO APPROVAL OF THE COUNCIL OF THE CITY OF NOVI OF AN "AGREEMENT FOR THE FINANCING OF STREET AND UTILITY IMPROVEMENTS AND THE CREATION OF A SPECIAL ASSESSMENT ON PROPERTY" FOR THE PURPOSE OF PAYING THAT PART OF THE COST WHICH THE COUNCIL DECIDED SHOULD BE PAID AND BORNE BY SPECIAL ASSESSMENT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS TO TWO PROPERTIES LOCATED IN THE CITY OF NOVI THAT ARE LOCATED SOUTH OF GRAND RIVER AVENUE AND WEST OF BECK ROAD, THAT IN MAKING SUCH ASSESSMENT I HAVE, ACCORDING TO MY BEST JUDGEMENT, CONFORMED TO THE DIRECTIONS CONTAINED IN THE AUTHORIZATION OF THE COUNCIL AND TO THE ORDINANCE OF THE CITY RELATING TO SUCH SPECIAL ASSESSMENT, THAT THE TOTAL AMOUNT SPECIALLY ASSESSED AGAINST THE PROPERTY IN THIS DISTRICT IS \$1,585,507.50, AND THAT THE SPECIAL ASSESSMENT WAS MADE BASED UPON A PRORATION OF THE 2015 STATE EQUALIZED VALUE.

DATED THIS 22nd DAY OF OCTOBER A.D., 2015

---

D. GLENN LEMMON, CITY ASSESSOR

CONFIRMED BY THE NOVI CITY COUNCIL AT ITS REGULAR MEETING HELD ON NOVEMBER 9, 2015

---

MARYANNE CORNELIUS, CITY CLERK



SPECIAL ASSESSMENT DISTRICT NO. 178 C  
INFRASTRUCTURE IMPROVEMENTS

CONFIRMED BY RESOLUTION DATED:

IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN

BEGINNING:

ANNUAL INSTALLMENTS DUE:

INTEREST RATE:

5.0000%

ASSESSED TO AND ADDRESS	DESCRIPTION OF PROPERTY	2015 ASSESSMENT	PROJECT TOTAL	TOTAL CHARGE		INSTALLMENTS							
						1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH
50-22-17-101-010 WEST PARK INVESTORS  44505 TWELVE MILE NOVI, MI 48377 39525 13 MILE ROAD, STE 250 NOVI, MI 48377	T1N, R8E, SEC 17 PART OF NW 1/4 BEG AT INTER OF CEN LINE OF GRAND RIVER AVE WITH N & S 1/4 LINE, TH S 00-29-23 W 1315.63 FT, TH N 89-30-37 W 330.00 FT, TH N 00-29-23 E 1433.00 FT, TH S 70-05-07 E 349.92 FT TO BEG EXC THAT PART TAKEN FOR ROAD 10.01 A	\$168,250 SEV  42.67%	\$1,585,507.50	\$676,459.08	DATE PAID								
					BALANCE	\$676,459.08	\$631,361.80	\$586,264.53	\$541,167.26	\$496,069.99	\$450,972.72	\$405,875.45	\$360,778.17
					PRINCIPAL	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27
					INTEREST	\$33,822.95	\$31,568.09	\$29,313.23	\$27,058.36	\$24,803.50	\$22,548.64	\$20,293.77	\$18,038.91
					TOTAL	\$78,920.22	\$76,665.36	\$74,410.50	\$72,155.63	\$69,900.77	\$67,645.91	\$65,391.04	\$63,136.18
50-22-17-101-012 WEST PARK INVESTORS  44505 TWELVE MILE NOVI, MI 48377 39525 13 MILE ROAD, STE 250 NOVI, MI 48377	T1N, R8E, SEC 17 PART OF NW 1/4 BEG AT PT DIST S 00-29-23 W 1315.63 FT FROM INTER OF CEN LINE OF GRAND RIVER AVE WITH N & S 1/4 LINE, TH S 00-29-23 W 97.50 FT, TH S 00- 41-17 W 408.81 FT, TH N 89-25-49 W 675.10 FT, TH N 89-28-55 W 241.13 FT, TH N 01-03-59 E 2141.92 FT, TH S 70-05-07 E 615.32 FT, TH S 00-29-23 W 1433.00 FT, TH S 89-30-37 E 330.00 FT TO BEG EXC THAT PART TAKEN FOR RD, ALSO EXC BEG AT PT DIST S 89-52- 01 W 675.10 FT & N 89-58-01 W 241.73 FT & N 00-23-40 E 1218.33 FT FROM CEN OF SEC, TH N 00-23-40 E 923.40 FT, TH S 70-44-31 E 553.34 FT, TH S 00-29-23 W 745.37 FT, TH N 89-30-37 W 522.37 FT TO BEG 21.54 A	\$226,100 SEV  57.33%	\$1,585,507.50	\$909,048.42	DATE PAID								
					BALANCE	\$909,048.42	\$848,445.20	\$787,841.97	\$727,238.74	\$666,635.51	\$606,032.28	\$545,429.05	\$484,825.83
					PRINCIPAL	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23
					INTEREST	\$45,452.42	\$42,422.26	\$39,392.10	\$36,361.94	\$33,331.78	\$30,301.61	\$27,271.45	\$24,241.29
					TOTAL	\$106,055.65	\$103,025.49	\$99,995.33	\$96,965.17	\$93,935.00	\$90,904.84	\$87,874.68	\$84,844.52

ASSESSED TO AND ADDRESS	DESCRIPTION OF PROPERTY	2015 ASSESSMENT	PROJECT TOTAL	TOTAL CHARGE		INSTALLMENTS							
						9TH	10TH	11TH	12TH	13TH	14TH	15TH	
50-22-17-101-010 WEST PARK INVESTORS  44505 TWELVE MILE NOVI, MI 48377 39525 13 MILE ROAD, STE 250 NOVI, MI 48377	T1N, R8E, SEC 17 PART OF NW 1/4 BEG AT INTER OF CEN LINE OF GRAND RIVER AVE WITH N & S 1/4 LINE, TH S 00-29-23 W 1315.63 FT, TH N 89-30-37 W 330.00 FT, TH N 00-29-23 E 1433.00 FT, TH S 70-05-07 E 349.92 FT TO BEG EXC THAT PART TAKEN FOR ROAD 10.01 A	\$168,250 SEV  42.67%	\$1,585,507.50	\$676,459.08	DATE PAID								
						BALANCE	\$315,680.90	\$270,583.63	\$225,486.36	\$180,389.09	\$135,291.82	\$90,194.54	\$45,097.27
						PRINCIPAL	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27
						INTEREST	\$15,784.05	\$13,529.18	\$11,274.32	\$9,019.45	\$6,764.59	\$4,509.73	\$2,254.86
					TOTAL	\$60,881.32	\$58,626.45	\$56,371.59	\$54,116.73	\$51,861.86	\$49,607.00	\$47,352.14	
ASSESSED TO AND ADDRESS	DESCRIPTION OF PROPERTY	2015 ASSESSMENT	PROJECT TOTAL	TOTAL CHARGE		INSTALLMENTS							
9TH	10TH	11TH	12TH	13TH	14TH	15TH							
50-22-17-101-012 WEST PARK INVESTORS  44505 TWELVE MILE NOVI, MI 48377 39525 13 MILE ROAD, STE 250 NOVI, MI 48377	T1N, R8E, SEC 17 PART OF NW 1/4 BEG AT PT DIST S 00-29-23 W 1315.63 FT FROM INTER OF CEN LINE OF GRAND RIVER AVE WITH N & S 1/4 LINE, TH S 00-29-23 W 97.50 FT, TH S 00- 41-17 W 408.81 FT, TH N 89-25-49 W 675.10 FT, TH N 89-28-55 W 241.13 FT, TH N 01-03-59 E 2141.92 FT, TH S 70-05-07 E 615.32 FT, TH S 00-29-23 W 1433.00 FT, TH S 89-30-37 E 330.00 FT TO BEG EXC THAT PART TAKEN FOR RD, ALSO EXC BEG AT PT DIST S 89-52- 01 W 675.10 FT & N 89-58-01 W 241.73 FT & N 00-23-40 E 1218.33 FT FROM CEN OF SEC, TH N 00-23-40 E 923.40 FT, TH S 70-44-31 E 553.34 FT, TH S 00-29-23 W 745.37 FT, TH N 89-30-37 W 522.37 FT TO BEG 21.54 A	\$226,100 SEV  57.33%	\$1,585,507.50	\$909,048.42	DATE PAID								
						BALANCE	\$424,222.60	\$363,619.37	\$303,016.14	\$242,412.91	\$181,809.68	\$121,206.46	\$60,603.23
						PRINCIPAL	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23
						INTEREST	\$21,211.13	\$18,180.97	\$15,150.81	\$12,120.65	\$9,090.48	\$6,060.32	\$3,030.16
					TOTAL	\$81,814.36	\$78,784.20	\$75,754.04	\$72,723.87	\$69,693.71	\$66,663.55	\$63,633.39	