



## CITY of NOVI CITY COUNCIL

**Agenda Item G**  
**January 22, 2018**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Manchester 13 Mile Road, LLC, for the Manchester project located east of Novi Road, south of Thirteen Mile Road (parcel 50-22-11-200-019).

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

**CITY MANAGER APPROVAL:** 

### **BACKGROUND INFORMATION:**

The developer for Manchester, Manchester 13 Mile Road, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the stormwater management system associated with the project located east of Novi Road and south of Thirteen Mile Road.

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a requirement of the Storm Water Management Ordinance and details the responsibilities of the eventual property owner and the homeowner association in order to properly maintain their privately owned on-site stormwater system. The agreement also contains a provision that permits the City to perform maintenance of the privately owned on-site stormwater system should the property owner fail to do so at the expense of the property owner.

In this particular case, the property owner owns and agrees to maintain the stormwater sediment basin and pre-treatment structure, and is providing an access easement to each. The owner is also responsible for maintaining the pipes, manholes, and open channels leading to and from the on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, December 22, 2017) and the City Engineering consultant (Spalding DeDecker, December 20, 2017), and is recommended for approval.

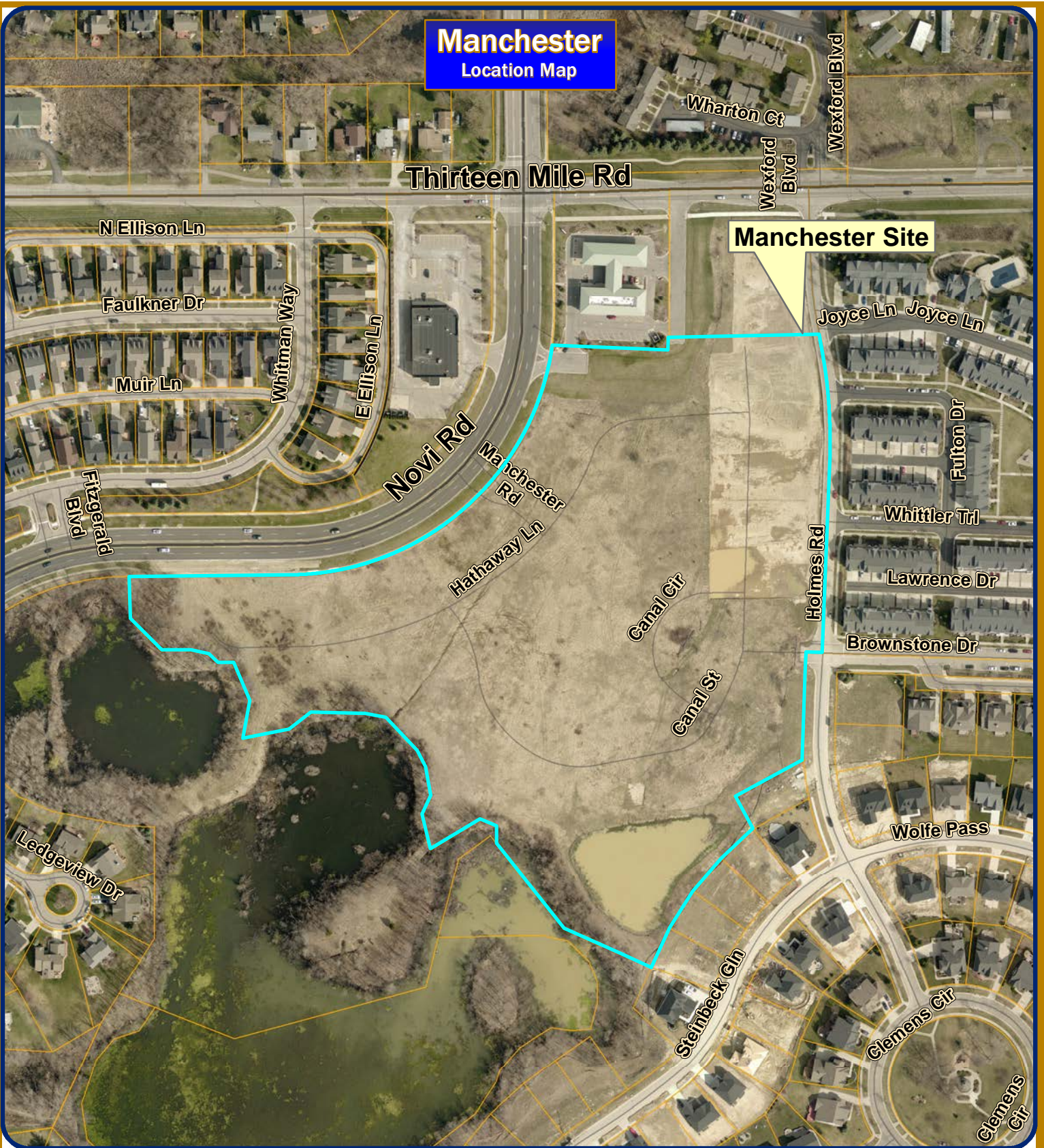
**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Manchester 13 Mile Road, LLC, for the Manchester project located east of Novi Road, south of Thirteen Mile Road (parcel 50-22-11-200-019).

# Manchester

Location Map

Thirteen Mile Rd

Manchester Site

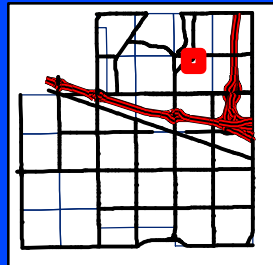


Map Author: Theresa Bridges  
Date: January 9, 2018  
Project:  
Version #:

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

Feet  
0 50 100 200 300

1 inch = 250 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

December 22, 2017

Jeffrey Herczeg, Director of Public Services  
CITY OF NOVI  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**Re: Manchester JSP 15-0052**  
***Storm Drainage Facility Maintenance Easement Agreement***

Dear Mr. Herczeg:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Manchester 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.

Sincerely,

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

Elizabeth K. Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures to follow upon receipt)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)

Jeffrey Herczeg, Director of Public Services

December 22, 2017

Page 2

Sri Komaragiri, Planner (w/Enclosures)

Hannah Smith, Planning Assistant (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Theresa Bridges, Construction Engineer (w/Enclosures)

Darcy Rechten, Plan Review Engineer (w/Enclosures)

Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)

Michael Furnari, Manchester 13 Mile Road, LLC (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

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

THIS EASEMENT AGREEMENT is made this 30<sup>th</sup> day of November, 2017, by and between Manchester 13 Mile Road, LLC, a Michigan limited liability company, whose address is 1700 W. Big Beaver Road, Suite 120, Troy, MI 48084 (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 the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a multifamily development on the Property.
- B. The multifamily 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 **Exhibits C-1 and C-2** 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-1 and D-2**, 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.



CITY OF NOVI  
A Municipal Corporation

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

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me on this \_\_\_ day of November, 2017,  
by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by: Michael G. Stefanko Loomis, Ewert, Parsley, Davis & Gotting, P.C. 124 W. Allegan St., Suite 700 Lansing, Michigan 48933	And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
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# EXHIBIT A

## LEGAL DESCRIPTION:

Parcel "1" (Tax Id:50-22-11-200-019)

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the North 1/4 corner of said Section 11;

thence along the North Section line and the centerline of Thirteen Mile Road, N86°25'18"E, 335.33 feet;

thence S01°51'31"E, 284.22 feet to the POINT OF BEGINNING;

thence N86°25'18"E, 288.52 feet (calculated 288.64 feet);

thence 8.76 feet along a curve to the left, having a central angle of 0°32'52", a radius of 916.10 feet, and a long chord bearing S14°02'41"E, 8.76 feet;

thence 226.03 feet along a reverse curve to the right, having a central angle of 14°08'17", a radius of 916.02 feet and a long chord bearing S07°14'59"E, 225.46 feet;

thence S00°10'51"E, 375.82 feet;

thence S89°47'21"W, 30.00 feet;

thence S00°27'53"E, 154.74 feet;

thence 50.22 feet along a curve to the left, having a central angle of 05°25'44", a radius of 530.00 feet and a long chord bearing S03°10'46"E, 50.20 feet;

thence S59°10'27"W, 148.46 feet;

thence S30°49'33"E, 70.00 feet;

thence S44°11'31"W, 83.09 feet;

thence S38°37'40"W, 83.15 feet;

thence S29°57'42"W, 83.14 feet;

thence S22°20'04"W, 83.14 feet;

thence N68°24'00"W, 183.15 feet;

thence N40°41'20"W, 208.19 feet (calculated 208.21 feet) to a point on the North-South 1/4 Section line of said Section 11;

thence along said North-South 1/4 Section line, N02°38'07"W, 32.19 feet (calculated 32.17 feet);

thence N70°10'14"W, 34.31 feet (calculated 34.32 feet);

thence S56°38'23"W, 110.32 feet;

thence N16°28'01"W, 68.37 feet;

thence N22°37'19"E, 39.31 feet;

thence N12°20'31"W, 56.16 feet;

thence N29°56'55"W, 34.93 feet;

thence N45°48'56"W, 87.10 feet;

thence N82°13'59"W, 39.80 feet;  
thence S89°03'15"W, 104.09 feet;  
thence S49°42'59"W, 52.47 feet;  
thence S76°02'17"W, 90.48 feet;  
thence N08°09'23"E, 74.38 feet;  
thence N25°34'09"W, 78.46 feet;  
thence S88°17'08"W, 29.80 feet;  
thence N50°14'40"W, 24.67 feet;  
thence N79°48'07"W, 34.29 feet;  
thence S87°13'32"W, 55.93 feet;  
thence N47°28'32"W, 85.53 feet;  
thence N04°07'29"W, 81.16 feet to a point on the Southeasterly Right of Way line of Novi Road (120.00 feet wide);  
thence along said right of way line, N87°09'23"E, 307.93 feet;  
thence 450.05 feet along a curve to the left, having a central angle of 50°33'39", a radius of 510.00 feet and a chord bearing N61°52'33"E, 435.59 feet;  
thence 276.45 feet on a non-tangent curve to the left, having a central angle of 31°03'29", a radius of 510.00 feet, and a long chord bearing N21°04'03"E, 273.08 feet;  
thence S89°59'06"E, 221.57 feet;  
thence N01°51'31"W, 23.80 feet to the POINT OF BEGINNING.  
Containing ±19.261 acres of land.

**EXHIBIT B**  
**SCHEDULE OF MAINTENANCE FOR**  
**UNDERGROUND DETENTION SYSTEM AND PRE-TREATMENT STRUCTURES**

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE							
DURING CONSTRUCTION (RESPONSIBILITY OF CONTRACTOR)							
TASKS	COMPONENTS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet castings	Outlet Control Structure	Underground Detention System	SCHEDULE
Inspect for accumulated sediment		X	X	X	X	X	Weekly
Removal of accumulated sediment		X	X	X	X	X	As directed by Storm Water Operator inspections, and prior to project turn over
Inspect for floatables and debris		X	X	X	X	X	Quarterly
Remove floatables and debris		X	X	X	X	X	As directed by Storm Water Operator inspections, and prior to project turn over
Inspect for site erosion							Weekly
re-establish vegetation in eroded areas							As directed by Storm Water Operator inspections, and prior to project turn over
Inspect storm water system and components during wet weather and compare to plans				X	X	X	As required and at project turn over
Make adjustments or replacements as determined by annual wet weather inspection.				X	X	X	As required
Keep copies of all storm water operator reports and make available to City of Novi Personnel							Annually
Pavement sweeping							Weekly or as required

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE							ESTIMATED ANNUAL BUDGET			
POST CONSTRUCTION (RESPONSIBILITY OF OWNER/ OWNER'S SITE MAINTENANCE PROVIDER)							1st year	2nd year	3rd year	
TASKS	COMPONENTS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet castings	Outlet Control Structure	Underground Detention System	SCHEDULE			
Inspect for accumulated sediment		X	X	X	X	X	Annually	\$75	\$75	\$75
Removal of accumulated sediment		X	X	X	X	X	Annually first 2 years, then as required	\$500	\$500	\$0
Inspect for floatables and debris		X	X	X	X	X	Annually	\$75	\$75	\$75
Remove floatables and debris		X	X	X	X	X	Annually	\$100	\$50	\$50
Inspect for site erosion							Annually	\$75	\$75	\$75
re-establish vegetation in eroded areas							Annually	\$400	\$200	\$200
Inspect storm water system and components during wet weather and compare to as-built plans (by professional engineer, reporting to maintenance financing company)				X	X	X	Annually	\$125	\$125	\$125
Make adjustments or replacements as determined by annual wet weather inspection.				X	X	X	As required	\$150	\$0	\$250
Keep records of all inspections and maintenance activities and make available to City of Novi Personnel							Annually	\$0	\$0	\$0
TOTAL BUDGET:								\$1500	\$1100	\$850

CLIENT:  
**MANCHESTER 13 MILE ROAD, LLC**  
 1700 W BIG BEAVER RD, SUITE 120  
 TROY, MI 48084

SCALE: -      JOB No: 2013220  
 DATE: ~~11-7-16~~ 12-1-17      DWG. No: 1 of 1

**PEA, Inc.**

2430 Rochester Ct, Ste 100  
 Troy, MI 48083-1872  
 t: 248.689.9090  
 f: 248.689.1044  
 www.peainc.com



**EXHIBIT C-1**  
EASEMENT LEGAL DESCRIPTION

STORM SEWER EASEMENT

A PARCEL OF LAND LOCATED IN AND BEING PART OF THE NORTHEAST 1/4 OF SECTION 11, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING A 20 FEET WIDE EASEMENT FOR STORM SEWER, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11; THENCE N.86°26'42"E. 601.07 FEET ALONG THE NORTH LINE OF SAID SECTION 11 AND THE CENTERLINE OF THIRTEEN MILE ROAD; THENCE S.03°31'17"E. 121.34 FEET; THENCE 172.34 FEET ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 916.10 FEET, DELTA = 10°46'43" AND A CHORD BEARING S.08°54'39"E. 172.08 FEET; THENCE 226.03 FEET ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 916.02 FEET, DELTA = 14°08'16" AND A CHORD BEARING S.07°13'52"E. 225.46 FEET; THENCE S.00°09'44"E. 375.82 FEET; THENCE S.00°11'38"E. 35.00 FEET; THENCE S.89°48'28"W. 40.02 FEET TO A REFERENCE POINT "1" AND THE POINT OF BEGINNING; THENCE S.00°09'44"E. 166.19 FEET; THENCE S.59°11'34"W. 148.05 FEET; THENCE S.27°31'07"W. 8.58 FEET TO A REFERENCE POINT "2" AND THE POINT OF ENDING.

SEDIMENTATION BASIN ACCESS EASEMENT

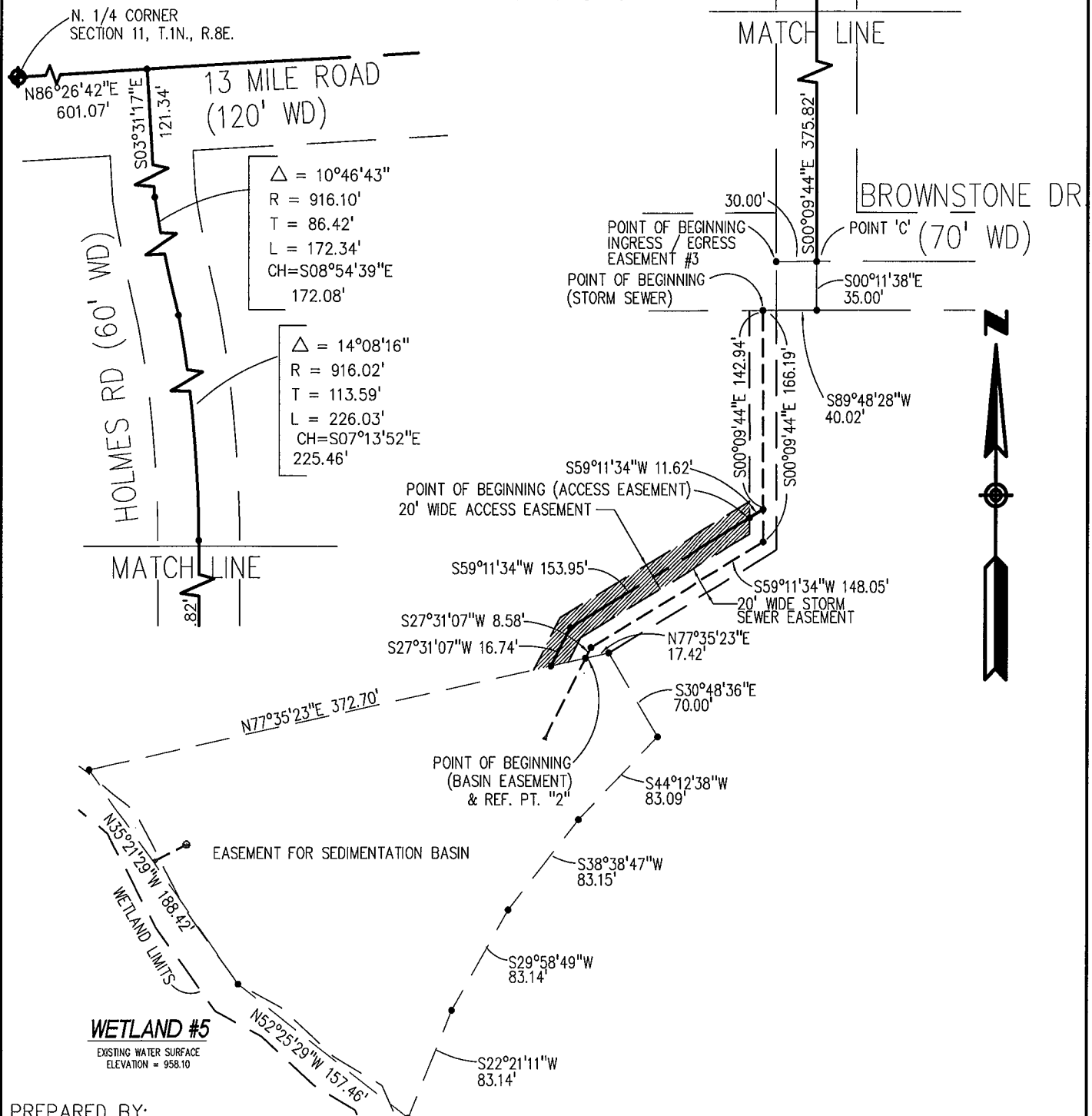
A 20 FEET WIDE EASEMENT, THE CENTERLINE OF WHICH IS INTENDED TO FOLLOW THE ACCESS AS CONSTRUCTED, AND IS DESCRIBED APPROXIMATELY AS FOLLOWS:

BEGINNING AT REFERENCE POINT "1"; THENCE S.00°09'44"E. 142.94 FEET; THENCE S.59°11'34"W. 11.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S.59°11'34"W. 153.95 FEET; THENCE S.27°31'07"W. 16.74 FEET TO THE POINT OF ENDING.

PREPARED BY:  
SPALDING DeDECKER ASSOCIATES, INC.  
(DECEMBER 1999)

SECTION 11	TOWN 1N NORTH RANGE 8 EAST CITY OF NOVI	OAKLAND COUNTY, MICHIGAN
SPALDING, DeDECKER & ASSOCIATES, INC. ENGINEERS SURVEYORS		DRAWN: PJK
905 SOUTH BLVD. EAST, ROCHESTER HILLS, MI. 48307		APPROVED: DCL
PHONE (248)844-5400	FAX (248)844-5404	SCALE: NONE
		DATE: 12/17/98
		DATE: 12/17/98
		JOB NO. DV97-22

EXHIBIT C-1



PREPARED BY:  
SPALDING DeDECKER ASSOCIATES, INC.  
(DECEMBER 1999)

SECTION 11 TOWN 1N NORTH RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN

SPALDING, DeDECKER & ASSOCIATES, INC.  
ENGINEERS SURVEYORS  
905 SOUTH BLVD. EAST, ROCHESTER HILLS, MI. 48307  
PHONE (248)844-5400 FAX (248)844-5404

DRAWN: PJK	DATE: 12/17/98
APPROVED: DCL	DATE: 12/17/98
SCALE: NONE	JOB NO. DV97-22

**EXHIBIT C-2**  
EASEMENT LEGAL DESCRIPTION

LEGAL DESCRIPTION – VARIABLE WIDTH INGRESS-EGRESS AND STORM SEWER EASEMENT:  
(Per PEA, Inc.)

A variable width easement for ingress-egress and storm sewer over the previously described Parcel 1 (Parcel No. 22-11-200-019), being lands in the North 1/2 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 11;  
thence along the North-South 1/4 line of said Section 11, S02°38'07"E, 542.27 feet to the Southeasterly Right-of-Way line of Novi Road (120 foot wide – public) and the POINT OF BEGINNING;

thence along said easement the following thirty-two (32) courses:

- 1) along said Southeasterly Right-of-Way line, (C1) 7.51 feet along the arc of a non-tangent curve to the left, having a radius of 510.00 feet, a central angle of 0°50'36", and a chord bearing N36°10'29"E, 7.51 feet;
- 2) (C2) 14.68 feet along the arc of a non-tangent curve to the left, having a radius of 35.00 feet, a central angle of 24°02'02", and a chord bearing S38°25'03"E, 14.57 feet;
- 3) (L1) S50°26'03"E, 16.30 feet;
- 4) (L2) S36°56'19"E, 51.42 feet;
- 5) (L3) S50°26'03"E, 75.25 feet;
- 6) (C3) 174.10 feet along the arc of a non-tangent curve to the right, having a radius of 512.00 feet, a central angle of 19°28'58", and a chord bearing S47°07'35"W, 173.26 feet;
- 7) (L4) S56°52'04"W, 52.90 feet;
- 8) (C4) 207.22 feet along the arc of a curve to the right, having a radius of 612.00 feet, a central angle of 19°24'02", and a chord bearing S66°34'05"W, 206.24 feet;
- 9) (L5) S76°16'06"W, 23.64 feet;
- 10) (C5) 97.28 feet along the arc of a curve to the right, having a radius of 512.00 feet, a central angle of 10°53'12", and a chord bearing S81°42'42"W, 97.14 feet;
- 11) (L6) S87°09'18"W, 33.70 feet;
- 12) (C6) 24.40 feet along the arc of a curve to the left, having a radius of 15.00 feet, a central angle of 93°11'40", and a chord bearing S40°33'28"W, 21.80 feet;
- 13) (L7) S06°02'22"E, 16.70 feet;
- 14) (L8) S83°57'38"W, 20.00 feet;
- 15) (L9) S58°20'12"W, 24.90 feet;
- 16) (L10) N31°39'48"W, 14.00 feet;
- 17) (L11) S58°20'12"W, 17.05 feet;
- 18) (L12) N25°34'09"W, 20.11 feet;
- 19) (L13) N58°20'12"E, 13.21 feet;
- 20) (L14) N02°50'42"W, 40.66 feet;
- 21) (L15) N87°09'18"E, 107.42 feet;
- 22) (C7) 92.72 feet along the arc of a curve to the left, having a radius of 488.00 feet, a central angle of 10°53'12", and a chord bearing N81°42'42"E, 92.59 feet;
- 23) (L16) N76°16'06"E, 23.64 feet;
- 24) (C8) 199.10 feet along the arc of a curve to the left, having a radius of 588.00 feet, a central angle of 19°24'02", and a chord bearing N66°34'05"E, 198.15 feet;
- 25) (L17) N56°52'04"E, 52.90 feet;
- 26) (C9) 105.66 feet along the arc of a curve to the left, having a radius of 488.00 feet, a central angle of 12°24'21", and a chord bearing N50°39'54"E, 105.46 feet;
- 27) (C10) 41.41 feet along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 94°53'47", and a chord bearing N02°59'10"W, 36.83 feet;
- 28) (L18) N50°26'03"W, 24.92 feet;
- 29) (L19) N63°55'48"W, 51.42 feet;
- 30) (L20) N50°26'03"W, 15.89 feet;
- 31) (C11) 14.88 feet along the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 24°21'32", and a chord bearing N62°36'50"W, 14.77 feet to the aforementioned Southeasterly Right-of-Way line of Novi Road and;
- 32) (C12) 56.69 feet along the arc of a non-tangent curve to the left, having a radius of 510.00 feet, a central angle of 6°22'06", and a chord bearing N39°46'47"E, 56.66 feet to the aforementioned North-South 1/4 line and the POINT OF BEGINNING.

Containing ±24,019 square feet or ±0.551 acres of land.

CLIENT: <b>MANCHESTER 13 MILE ROAD, LLC</b> 1700 W BIG BEAVER RD, SUITE 120 TROY, MI 48084
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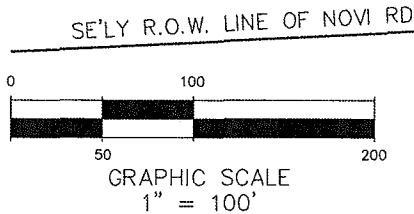
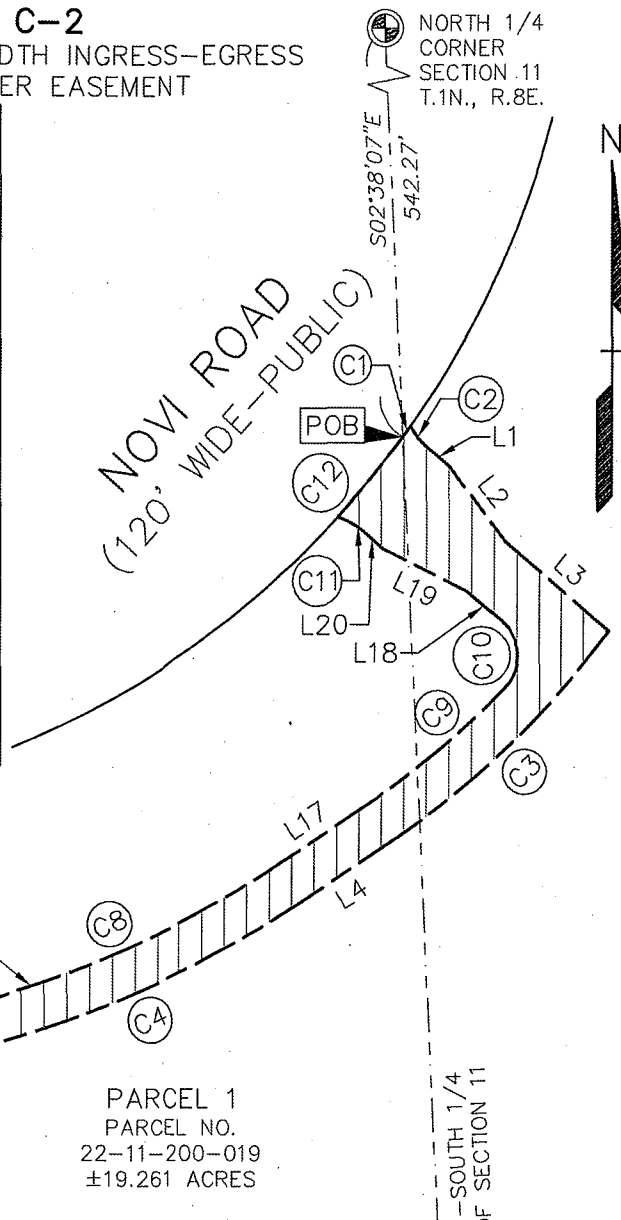
SCALE: -	JOB No: 2013220
DATE: 11-7-16 12-1-17	DWG. No: 1 of 2

<b>PEA, Inc.</b> 2430 Rochester Ct, Ste 100 Troy, MI 48083-1872 t: 248.689.9090 f: 248.689.1044 www.peainc.com
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**EXHIBIT C-2**  
**SKETCH OF VARIABLE WIDTH INGRESS-EGRESS**  
**AND STORM SEWER EASEMENT**

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	7.51'	510.00'	0°50'36"	N36°10'29"E	7.51'
C2	14.68'	35.00'	24°02'02"	S38°25'03"E	14.57'
C3	174.10'	512.00'	19°28'58"	S47°07'35"W	173.26'
C4	207.22'	612.00'	19°24'02"	S66°34'05"W	206.24'
C5	97.28'	512.00'	10°53'12"	S81°42'42"W	97.14'
C6	24.40'	15.00'	93°11'40"	S40°33'28"W	21.80'
C7	92.72'	488.00'	10°53'12"	N81°42'42"E	92.59'
C8	199.10'	588.00'	19°24'02"	N66°34'05"E	198.15'
C9	105.66'	488.00'	12°24'21"	N50°39'54"E	105.46'
C10	41.41'	25.00'	94°53'47"	N02°59'10"W	36.83'
C11	14.88'	35.00'	24°21'32"	N62°36'50"W	14.77'
C12	56.69'	510.00'	6°22'06"	N39°46'47"E	56.66'



PARCEL NO.  
22-11-  
177-042

PARCEL 1  
PARCEL NO.  
22-11-200-019  
±19.261 ACRES

Line Table		
Line #	Direction	Length
L1	S50°26'03"E	16.30'
L2	S36°56'19"E	51.42'
L3	S50°26'03"E	75.25'
L4	S56°52'04"W	52.90'
L5	S76°16'06"W	23.64'
L6	S87°09'18"W	33.70'
L7	S06°02'22"E	16.70'

Line Table		
Line #	Direction	Length
L8	S83°57'38"W	20.00'
L9	S58°20'12"W	24.90'
L10	N31°39'48"W	14.00'
L11	S58°20'12"W	17.05'
L12	N25°34'09"W	20.11'
L13	N58°20'12"E	13.21'
L14	N02°50'42"W	40.66'

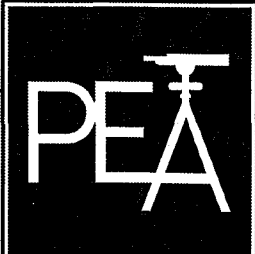
Line Table		
Line #	Direction	Length
L15	N87°09'18"E	107.42'
L16	N76°16'06"E	23.64'
L17	N56°52'04"E	52.90'
L18	N50°26'03"W	24.92'
L19	N63°55'48"W	51.42'
L20	N50°26'03"W	15.89'

CLIENT:  
**MANCHESTER 13 MILE ROAD, LLC**  
 1700 W BIG BEAVER RD, SUITE 120  
 TROY, MI 48084

SCALE: 1" = 100'  
 DATE: 11-7-16  
 12-1-17

JOB No: 2013220  
 DWG. No: 2 of 2

**PEA, Inc.**  
 2430 Rochester Ct, Ste 100  
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 t: 248.689.9090  
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**EXHIBIT D-1**  
EASEMENT LEGAL DESCRIPTION

STORM SEWER EASEMENT

A PARCEL OF LAND LOCATED IN AND BEING PART OF THE NORTHEAST 1/4 OF SECTION 11, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING A 20 FEET WIDE EASEMENT FOR STORM SEWER, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11; THENCE N.86°26'42"E. 601.07 FEET ALONG THE NORTH LINE OF SAID SECTION 11 AND THE CENTERLINE OF THIRTEEN MILE ROAD; THENCE S.03°31'17"E. 121.34 FEET; THENCE 172.34 FEET ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 916.10 FEET, DELTA = 10°46'43" AND A CHORD BEARING S.08°54'39"E. 172.08 FEET; THENCE 226.03 FEET ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 916.02 FEET, DELTA = 14°08'16" AND A CHORD BEARING S.07°13'52"E. 225.46 FEET; THENCE S.00°09'44"E. 375.82 FEET; THENCE S.00°11'38"E. 35.00 FEET; THENCE S.89°48'28"W. 40.02 FEET TO A REFERENCE POINT "1" AND THE POINT OF BEGINNING; THENCE S.00°09'44"E. 166.19 FEET; THENCE S.59°11'34"W. 148.05 FEET; THENCE S.27°31'07"W. 8.58 FEET TO A REFERENCE POINT "2" AND THE POINT OF ENDING.

SEDIMENTATION BASIN EASEMENT

A PARCEL OF LAND, WHICH IS INTENDED TO FOLLOW THE PROPOSED SEDIMENTATION BASIN AS CONSTRUCTED, AND IS DESCRIBED APPROXIMATELY AS FOLLOWS:

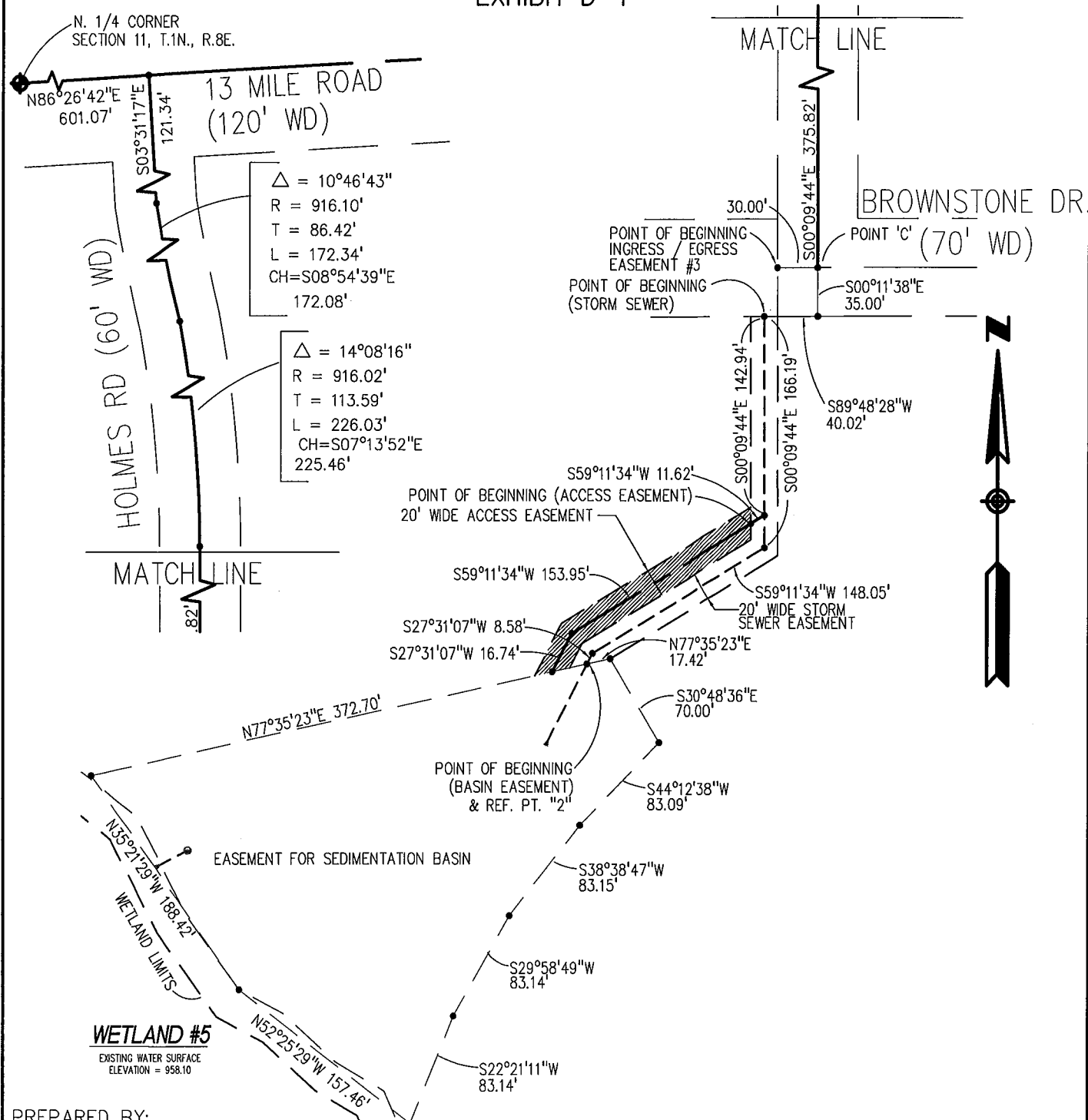
BEGINNING AT REFERENCE POINT "2"; THENCE N.77°35'23"E. 17.42 FEET; THENCE S.30°48'36"E. 70.00 FEET; THENCE S.44°12'38"W. 83.09 FEET; THENCE S.38°38'47"W. 83.15 FEET; THENCE S.29°58'49"W. 83.14 FEET; THENCE S.22°21'11"W. 83.14 FEET; THENCE N.52°25'29"W. 157.46 FEET; THENCE N.35°21'29"W. 188.42 FEET; THENCE N.77°35'23"E. 372.70 FEET TO THE POINT OF BEGINNING AT REFERENCE POINT "2."

PREPARED BY:  
SPALDING DeDECKER ASSOCIATES, INC.  
(DECEMBER 1999)

SECTION 11	TOWN 1N NORTH RANGE 8 EAST CITY OF NOVI	OAKLAND COUNTY, MICHIGAN
SPALDING, DeDECKER & ASSOCIATES, INC. ENGINEERS SURVEYORS		DRAWN: PJK
905 SOUTH BLVD. EAST, ROCHESTER HILLS, MI. 48307		APPROVED: DCL
PHONE (248)844-5400	FAX (248)844-5404	SCALE: NONE
		DATE: 12/17/98
		DATE: 12/17/98
		JOB NO. DV97-22



EXHIBIT D-1



PREPARED BY:  
 SPALDING DeDECKER ASSOCIATES, INC.  
 (DECEMBER 1999)

SECTION 11	TOWN 1N NORTH RANGE 8 EAST CITY OF NOVI	OAKLAND COUNTY, MICHIGAN
SPALDING, DeDECKER & ASSOCIATES, INC. ENGINEERS SURVEYORS		DRAWN: PJK
905 SOUTH BLVD. EAST, ROCHESTER HILLS, MI. 48307		DATE: 12/17/98
PHONE (248)844-5400	FAX (248)844-5404	APPROVED: DCL
		DATE: 12/17/98
		SCALE: NONE
		JOB NO. DV97-22

**EXHIBIT D-2**  
EASEMENT LEGAL DESCRIPTION

LEGAL DESCRIPTION – VARIABLE WIDTH INGRESS-EGRESS AND STORM SEWER EASEMENT:  
(Per PEA, Inc.)

A variable width easement for ingress-egress and storm sewer over the previously described Parcel 1 (Parcel No. 22-11-200-019), being lands in the North 1/2 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 11;  
thence along the North-South 1/4 line of said Section 11, S02°38'07"E, 542.27 feet to the Southeasterly Right-of-Way line of Novi Road (120 foot wide – public) and the POINT OF BEGINNING;

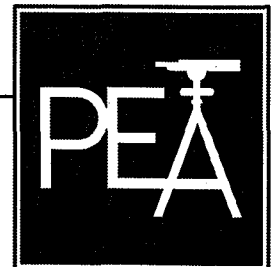
thence along said easement the following thirty-two (32) courses:

- 1) along said Southeasterly Right-of-Way line, (C1) 7.51 feet along the arc of a non-tangent curve to the left, having a radius of 510.00 feet, a central angle of 0°50'36", and a chord bearing N36°10'29"E, 7.51 feet;
- 2) (C2) 14.68 feet along the arc of a non-tangent curve to the left, having a radius of 35.00 feet, a central angle of 24°02'02", and a chord bearing S38°25'03"E, 14.57 feet;
- 3) (L1) S50°26'03"E, 16.30 feet;
- 4) (L2) S36°56'19"E, 51.42 feet;
- 5) (L3) S50°26'03"E, 75.25 feet;
- 6) (C3) 174.10 feet along the arc of a non-tangent curve to the right, having a radius of 512.00 feet, a central angle of 19°28'58", and a chord bearing S47°07'35"W, 173.26 feet;
- 7) (L4) S56°52'04"W, 52.90 feet;
- 8) (C4) 207.22 feet along the arc of a curve to the right, having a radius of 612.00 feet, a central angle of 19°24'02", and a chord bearing S66°34'05"W, 206.24 feet;
- 9) (L5) S76°16'06"W, 23.64 feet;
- 10) (C5) 97.28 feet along the arc of a curve to the right, having a radius of 512.00 feet, a central angle of 10°53'12", and a chord bearing S81°42'42"W, 97.14 feet;
- 11) (L6) S87°09'18"W, 33.70 feet;
- 12) (C6) 24.40 feet along the arc of a curve to the left, having a radius of 15.00 feet, a central angle of 93°11'40", and a chord bearing S40°33'28"W, 21.80 feet;
- 13) (L7) S06°02'22"E, 16.70 feet;
- 14) (L8) S83°57'38"W, 20.00 feet;
- 15) (L9) S58°20'12"W, 24.90 feet;
- 16) (L10) N31°39'48"W, 14.00 feet;
- 17) (L11) S58°20'12"W, 17.05 feet;
- 18) (L12) N25°34'09"W, 20.11 feet;
- 19) (L13) N58°20'12"E, 13.21 feet;
- 20) (L14) N02°50'42"W, 40.66 feet;
- 21) (L15) N87°09'18"E, 107.42 feet;
- 22) (C7) 92.72 feet along the arc of a curve to the left, having a radius of 488.00 feet, a central angle of 10°53'12", and a chord bearing N81°42'42"E, 92.59 feet;
- 23) (L16) N76°16'06"E, 23.64 feet;
- 24) (C8) 199.10 feet along the arc of a curve to the left, having a radius of 588.00 feet, a central angle of 19°24'02", and a chord bearing N66°34'05"E, 198.15 feet;
- 25) (L17) N56°52'04"E, 52.90 feet;
- 26) (C9) 105.66 feet along the arc of a curve to the left, having a radius of 488.00 feet, a central angle of 12°24'21", and a chord bearing N50°39'54"E, 105.46 feet;
- 27) (C10) 41.41 feet along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 94°53'47", and a chord bearing N02°59'10"W, 36.83 feet;
- 28) (L18) N50°26'03"W, 24.92 feet;
- 29) (L19) N63°55'48"W, 51.42 feet;
- 30) (L20) N50°26'03"W, 15.89 feet;
- 31) (C11) 14.88 feet along the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 24°21'32", and a chord bearing N62°36'50"W, 14.77 feet to the aforementioned Southeasterly Right-of-Way line of Novi Road and;
- 32) (C12) 56.69 feet along the arc of a non-tangent curve to the left, having a radius of 510.00 feet, a central angle of 6°22'06", and a chord bearing N39°46'47"E, 56.66 feet to the aforementioned North-South 1/4 line and the POINT OF BEGINNING.

Containing ±24,019 square feet or ±0.551 acres of land.

CLIENT: <b>MANCHESTER 13 MILE ROAD, LLC</b> 1700 W BIG BEAVER RD, SUITE 120 TROY, MI 48084	SCALE: –	JOB No: 2013220
	DATE: 11-7-16 12-1-17	DWG. No: 1 of 2

**PEA, Inc.**  
2430 Rochester Ct, Ste 100  
Troy, MI 48083-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

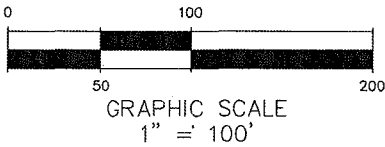


**EXHIBIT D-2**  
**SKETCH OF VARIABLE WIDTH INGRESS-EGRESS**  
**AND STORM SEWER EASEMENT**

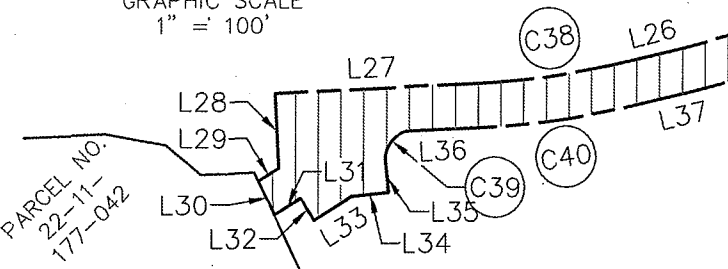
NORTH 1/4  
 CORNER  
 SECTION 11  
 T.1N., R.8E.

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C34	14.88'	35.00'	24°21'32"	N62°36'50"W	14.77'
C35	41.41'	25.00'	94°53'47"	N02°59'10"W	36.83'
C36	105.66'	488.00'	12°24'21"	N50°39'54"E	105.46'
C37	199.10'	588.00'	19°24'02"	N66°34'05"E	198.15'
C38	92.72'	488.00'	10°53'12"	N81°42'42"E	92.59'
C39	24.40'	15.00'	93°11'40"	S40°33'28"W	21.80'
C40	97.28'	512.00'	10°53'12"	S81°42'42"W	97.14'
C41	207.22'	612.00'	19°24'02"	S66°34'05"W	206.24'
C42	174.10'	512.00'	19°28'58"	S47°07'35"W	173.26'
C43	14.68'	35.00'	24°02'02"	S38°25'03"E	14.57'
C44	56.69'	510.00'	6°22'06"	N39°46'47"E	56.66'
C45	7.51'	510.00'	0°50'36"	N36°10'29"E	7.51'

SE'LY R.O.W. LINE OF NOVI RD



VARIABLE WIDTH  
 INGRESS-EGRESS  
 & STORM SEWER  
 EASEMENT



PARCEL 1  
 PARCEL NO.  
 22-11-200-019  
 ±19.261 ACRES

Line Table		
Line #	Direction	Length
L22	N50°26'03"W	15.89'
L23	N63°55'48"W	51.42'
L24	N50°26'03"W	24.92'
L25	N56°52'04"E	52.90'
L26	N76°16'06"E	23.64'
L27	N87°09'18"E	107.42'
L28	N02°50'42"W	40.66'

Line Table		
Line #	Direction	Length
L29	N58°20'12"E	13.21'
L30	N25°34'09"W	20.11'
L31	S58°20'12"W	17.05'
L32	N31°39'48"W	14.00'
L33	S58°20'12"W	24.90'
L34	S83°57'38"W	20.00'
L35	S06°02'22"E	16.70'

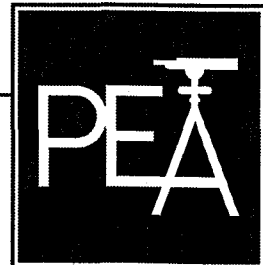
Line Table		
Line #	Direction	Length
L36	S87°09'18"W	33.70'
L37	S76°16'06"W	23.64'
L38	S56°52'04"W	52.90'
L39	S50°26'03"E	75.25'
L40	S36°56'19"E	51.42'
L41	S50°26'03"E	16.30'

CLIENT:  
**MANCHESTER 13 MILE ROAD, LLC**  
 1700 W BIG BEAVER RD, SUITE 120  
 TROY, MI 48084

SCALE: 1" = 100'  
 DATE: 11-7-16  
 12-1-17

JOB No: 2013220  
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December 20, 2017

Michael Furnari  
Manchester 13 Mile LLC  
1700 W. Big Beaver  
Troy, Michigan 48084

Re: Manchester - Acceptance Documents Review  
Novi # JSP15-0052  
SDA Job No. NV17-226  
**FINAL DOCUMENTS APPROVED**

Dear Mr. Furnari:

We have reviewed the Acceptance Document Package received by our office on December 11th, 2017 and revised exhibits received by our office on December 19, 2017 against the Final Site Plan (Stamping Set) approved on March 27, 2017 and against the as-built construction records. We offer the following comments:

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

1. On-Site Water System Easement – (executed 11-8-17) – Exhibits Approved.
2. On-Site Sanitary Sewer Easement – (executed 11-8-17) – Exhibits Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement (SDFMEA) – (executed on the 30<sup>th</sup> day of November 2017) – Exhibits Approved.
4. Bills of Sale: Sanitary Sewer System and Water Supply System – (executed 11-3-17) – Exhibit Approved.
5. Full Unconditional Waivers of Lien from contractors installing public utilities – PROVIDED
6. Sworn Statement (Utilities) - PROVIDED

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.

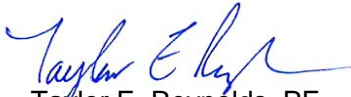
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

**It should be noted** that the Plan Review Center Report dated November 28, 2017 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

**SPALDING DEDECKER**



Taylor E. Reynolds, PE  
Senior Project Engineer

Cc (via Email): Theresa Bridges, City Construction Engineer  
Cortney Hanson, City Clerk  
Sarah Marchioni, City Building Project Coordinator  
George Melistas, City Engineering Senior Manager  
Ted Meadows, Spalding DeDecker  
Angie Pawlowski, City Community Development Bond Coordinator  
Darcy Rechtien, City Construction Engineer  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC  
John Thompson, PE, Professional Engineering Associates, Inc.