

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item G
February 17, 2009

SUBJECT: Approval of the Storm Drainage Facility Maintenance Easement Agreement with McDonald's Corporation for the site located at 42665 Twelve Mile Road, east of Novi Road in Section 14 (Parcel ID No. 22-14-100-057).

SUBMITTING DEPARTMENT: Engineering *Rgn*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

McDonald's Corporation has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the reconstructed McDonald's restaurant site located at 42665 Twelve Mile Road north of Twelve Oaks Mall. The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's November 21, 2008 letter, attached).

RECOMMENDED ACTION: Approval of the Storm Drainage Facility Maintenance Easement Agreement with McDonald's Corporation for the site located at 42665 Twelve Mile Road, east of Novi Road in Section 14 (Parcel ID No. 22-14-100-057).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

Novi, MI
L/C:021-0337
File #04937

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 18th day of November, 2008, by and between, McDonald's Corporation, a Delaware corporation, whose address is One McDonald's Plaza, Oak Brook, Illinois, 60523, Attn: US Legal #091, L/C:021-0337, (hereinafter the "Owner"), and City of Novi, its successors, assigns or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 14 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a McDonald's Restaurant development on the Property.

B. The McDonald's 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 by certified mail return receipt requested or by overnight carrier upon the Owner with a copy to Real Estate Manager, McDonald's USA, LLC, 1021 Karl Greimel Drive, Suite 200, Brighton, MI, 48116 setting forth the

deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit C**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by 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 shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the 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 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 of Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors assigns and transferees.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

Attest:

OWNER

By: Susanna M. Brown
Its: Susanna M. Brown, Counsel

McDonald's Corporation
a Delaware corporation

By: Kathleen Madigan ³⁹²
Its: Kathleen Madigan, Senior Counsel

ACKNOWLEDGEMENT - McDONALD'S
(Attestation required)

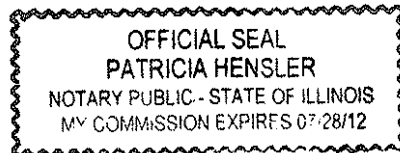
STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Patricia Hensler, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Kathleen Madigan, Senior Counsel and Susanna M. Brown, Counsel, of **McDonald's USA, LLC**, a Delaware limited liability corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Counsel and Counsel appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Senior Counsel and Counsel as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of November, 2008.

[Signature] My commission expires: 7-28-12
Notary Public

Acting in DuPage County



STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2008, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

And when recorded return to:
Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Rd
Novi, MI 48375

SECTION 14, T. 1N., R. 3E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

EXHIBIT 'A'
MCDONALDS
PARCEL DESCRIPTION

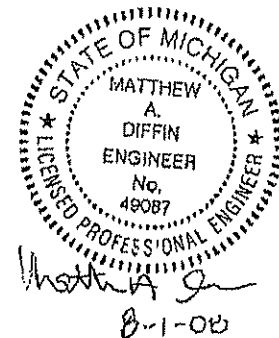
OVERALL PARCEL:

A PARCEL OF LAND BEING A PART OF THE SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, TWELVE OAKS SUBDIVISION #1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 158, PAGES 35-47, INCLUSIVE, OF OAKLAND COUNTY RECORDS, LOT 10 EXCEPT THE WESTERLY PART AS MEASURED 144.00 FEET ALONG THE NORTH LOT LINE AND 144.00 FEET ALONG THE SOUTH LOT LINE.

ALSO DESCRIBED AS:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, PROCEEDING THENCE NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 1340.77 FEET ALONG THE NORTH LINE OF SECTION 14 AND CENTERLINE OF 12 MILE ROAD; THENCE SOUTH 00 DEGREES 48 MINUTES 00 SECONDS EAST 60.00 FEET TO THE POINT OF BEGINNING PROCEEDING THENCE NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 250.00 FEET; THENCE 14.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET PASSING THROUGH A CENTRAL ANGLE OF 18 DEGREES 07 MINUTES 52 SECONDS WITH A LONG CHORD BEARING SOUTH 09 DEGREES 51 MINUTES 47 SECONDS EAST 14.18 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 00 SECONDS EAST 206.00 FEET; THENCE 70.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET PASSING THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 SECONDS WITH A LONG CHORD BEARING SOUTH 44 DEGREES 12 MINUTES 00 SECONDS WEST 63.64 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 00 SECONDS WEST 207.23 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 00 SECONDS WEST 265.00 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE NORTH 30 FEET THEREOF AS DESCRIBED IN LIBER 30206, PAGE 027 (DEDICATED ROAD RIGHT-OF-WAY). CONTAINING 1.35 ACRES (58841 SQUARE FEET) OF LAND, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE CONSISTENT WITH "TWELVE OAKS NO. 1", AS RECORDED IN LIBER 158 OF PLATS, PAGES 35-47, OAKLAND COUNTY, MICHIGAN RECORDS.



○ - Found Survey Corner
⊙ - Set Survey Corner
Sheet 1 of 1

DDC

DIFFIN Development Consultants

CIVIL ENGINEERING • SURVEYING • CONSTRUCTION SERVICES
24353 TARA DRIVE, SOUTH LYON, MI 48178
PH: (248) 943-8244, FAX: (866) 690-4307
WEB: www.diffindevelopment.com

EXHIBIT 'A'	
McDonalds PROPERTY DESCRIPTION NOVI, MICHIGAN	
Date:	7-26-08
Drawn By:	SD
Approved By:	MD
Project No.:	071106
Drawing No.:	1

Exhibit B
Long-Term Maintenance Plan
for Storm Water Management



Page 1 of 2

Tasks - Annual	Components	Annual Cost
Inspect for sediment accumulation	Storm Sewer System Catch Basin Sumps Outflow Control Structures Wetlands Mechanical Structures	\$300.00
Inspect for floatables and debris Cleaning of floatables and debris	Storm Sewer System Catch Basin Sumps Catch Basin Inlet Castings Channels Outflow Control Structures Storm Detention Areas Wetlands Emergency Overflow	\$200.00 \$300.00
Inspect for erosion	Channels Outflow Control Structures Rip-Rap Storm Detention Areas Wetlands Emergency Overflow	\$200.00
Inspect structural elements during wet weather and compare as-built plans (by a professional engineer reporting to the condominium association)	Outflow Control Structures	\$400.00
Keep records of all inspections and maintenance activities and report to condominium association	Storm Sewer System Channels Outflow Control Structures Rip-Rap Storm Detention Areas Wetlands Emergency Overflow	
Keep records of all costs for inspections, maintenance and repairs. Report to condominium association. Condominium Association reviews cost effectiveness of the preventative maintenance program and makes necessary adjustments	Storm Sewer System Catch Basin Sumps Catch Basin Inlet Castings Channels Outflow Control Structures Rip-Rap Storm Detention Areas Wetlands Emergency Overflow	



**Exhibit B
Long-Term Maintenance Plan
for Storm Water Management**

Page 2 of 2

Tasks - Every 3 - 5 Years As Needed	Components	Estimated Cost
Replacement of gravel jackets	Outflow Control Structures	\$500.00

Tasks - Every 5 - 10 Years As Needed	Components	Estimated Cost
Removal of sediment accumulation	Storm Sewer System	\$1,000.00
	Catch Basin Sumps	\$1,300.00
	Outflow Control Structures	
	Storm Detention Areas	
	Wetlands	
	Mechanical Structures	

Tasks - As Needed	Components	Estimated Cost
Re-establish permanent vegetation on eroded slopes	Channels	\$500.00
	Storm Detention Areas	
	Wetlands	
	Emergency Overflow	
Make adjustments or replacements as determined by wet weather inspection(s)	Storm Sewer System	\$500.00
	Channels	
	Outflow Control Structures	
	Rip-Rap	
	Storm Detention Areas	
	Wetlands	
Condominium association to have a professional engineer carry out emergency inspections upon identification of severe problems	Emergency Overflow	\$500.00
	Storm Sewer System	
	Catch Basin Sumps	
	Catch Basin Inlet Castings	
	Channels	
	Outflow Control Structures	
	Rip-Rap	
	Storm Detention Areas	
Wetlands		
Emergency Overflow		

EXHIBIT B

Maintenance Tasks and Schedule During Construction Completion

TASKS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Basin & Sediment Control Devices	Outflow Control Structures	SCHEDULE
Inspect for sediment accumulation					X		Weekly
Removal of sediment accumulation	X	X		X	X	X	As needed & prior to turnover
Inspect for floatables and debris		X	X	X	X	X	Quarterly
Cleaning of floatables and debris		X	X	X	X	X	Quarterly & at turnover
Inspection for erosion				X	X		Weekly
Re-establish permanent vegetation on eroded slopes				X	X		As needed & prior to turnover
Replacement of stone						X	As needed
Wet weather inspection of structural elements (including inspection for sediment accumulation in detention basins) with as-built plans in hand. Those should be carried out by a professional engineer.	X			X	X	X	As needed & at turnover
Make adjustments or replacements as determined by wet weather inspection	X			X	X		As needed

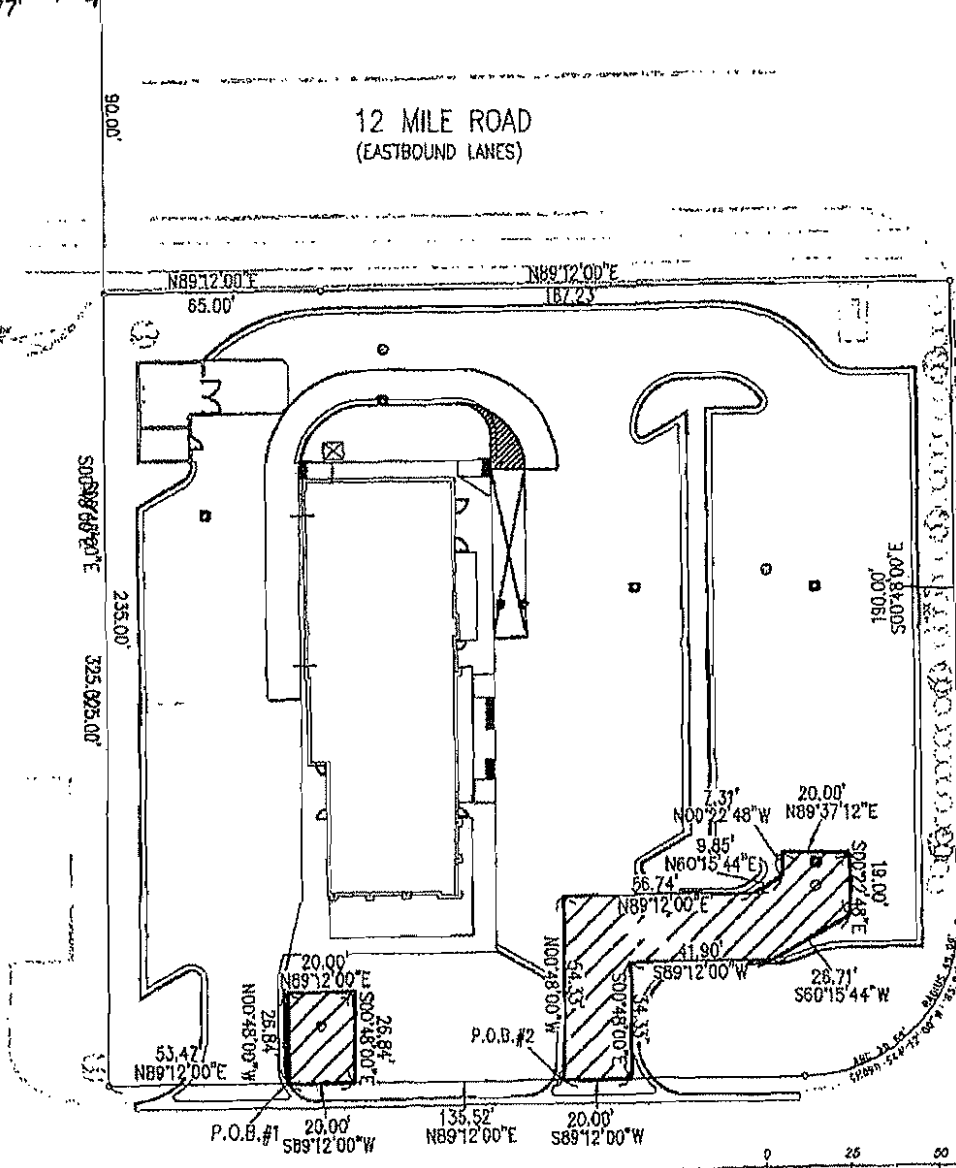
Permanent Maintenance Tasks & Schedule Components

TASKS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Storm Water Basin & Pretreatment Structures	Outflow Control Structures	SCHEDULE
Inspect for sediment							
Basin					X		Annually
Sedimentation Structures					X		Quarterly
Other	X	X		X		X	Annually
Removal of sediment accumulation							
Basin					X		Maintain at 80% full
Sedimentation Structures					X		Maintain quarterly, as needed
Other	X	X		X		X	Maintain as required
Inspect for floatables and debris		X	X	X	X	X	Annually
Cleaning of floatables and debris		X	X	X	X	X	Annually
Inspection for erosion				X	X		Annually
Re-establish permanent vegetation				X	X		As needed
INSPECTION / CLEANING OUTFLOW DEVICE						X	MONTHLY
Replacement of stone						X	As needed
Wet weather inspection of structural elements (including inspection for sediment accumulation in detention basins) with as-built plans in hand. Those should be carried out by a professional engineer.	X			X	X	X	Annually
Make adjustments or replacements as determined by wet weather inspection.	X			X		X	As needed
Keep records of all inspections and maintenance activities and shall be made available for City inspection.							Per inspection
Keep records of all costs for inspections, maintenance, and repairs (available for City review)							Per activity

NORTHWEST CORNER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN
 N89°12'00"E
 1340.77'

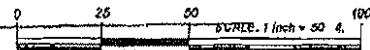
EXHIBIT 'C'

STORM SEWER MAINTENANCE INGRESS \ EGRESS EASEMENT



- - Found Survey Corner
 - - Set Survey Corner
- Sheet 1 of 2

C/L TWELVE OAKS MALL RING ROAD
 (VARIABLE WIDTH ASPHALT)



DDC

DIFFIN Development Consultants

CIVIL ENGINEERING • SURVEYING • CONSTRUCTION SERVICES
 24353 TARA DRIVE, SOUTH LYON, MI 48178
 PH: (248) 943-8244, FAX: (866) 690-4307
 WEB: www.diffindevelopment.com

EXHIBIT 'C'

McDonalds
 ACCESS EASEMENT
 NOVI, MICHIGAN

Date:	8-1-08
Drawn By:	SD
Approved By:	MD
Project No.:	071106
Drawing No.:	1

SECTION 14, T. 1N., R. 3E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

EXHIBIT 'C'

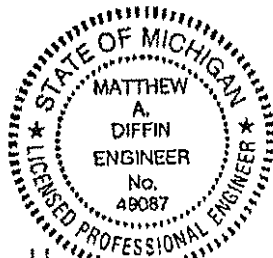
STORM SEWER MAINTENANCE
INGRESS \ EGRESS EASEMENT

EASEMENT AREA #1

BEING A PART OF THE SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, TWELVE OAKS SUBDIVISION #1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 158, PAGES 35-47, INCLUSIVE, OF OAKLAND COUNTY RECORDS. COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, PROCEEDING THENCE NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 1340.77 FEET ALONG THE NORTH LINE OF SECTION 14 AND CENTERLINE OF 12 MILE ROAD; THENCE SOUTH 00 DEGREES 48 MINUTES 00 SECONDS EAST 325.00 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 53.47 FEET TO THE POINT OF BEGINNING #1; THENCE NORTH 00 DEGREES 48 MINUTES 00 SECONDS WEST 26.84 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 00 SECONDS EAST 26.84 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 00 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING.

EASEMENT AREA #2

BEING A PART OF THE SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, TWELVE OAKS SUBDIVISION #1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 158, PAGES 35-47, INCLUSIVE, OF OAKLAND COUNTY RECORDS. COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, PROCEEDING THENCE NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 1340.77 FEET ALONG THE NORTH LINE OF SECTION 14 AND CENTERLINE OF 12 MILE ROAD; THENCE SOUTH 00 DEGREES 48 MINUTES 00 SECONDS EAST 325.00 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 135.52 FEET TO THE POINT OF BEGINNING #2; THENCE NORTH 00 DEGREES 48 MINUTES 00 SECONDS WEST 54.33 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 56.74 FEET; THENCE NORTH 60 DEGREES 15 MINUTES 44 SECONDS EAST 9.85 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 48 SECONDS WEST 7.31 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 12 SECONDS EAST 20.00 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 48 SECONDS EAST 19.00 FEET; THENCE SOUTH 60 DEGREES 15 MINUTES 44 SECONDS WEST 26.71 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 00 SECONDS WEST 41.90 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 00 SECONDS EAST 34.33 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 00 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING.



Matthew A. Diffin
8-4-08

- - Found Survey Corner
 - - Set Survey Corner
- Sheet 2 of 2



EXHIBIT 'C'

McDonalds
ACCESS EASEMENT
NOVI, MICHIGAN

Date: 8-1-08
Drawn By: SD
Approved By: MD
Project No.: 071106
Drawing No.: 2

DDC

DIFFIN Development Consultants

CIVIL ENGINEERING • SURVEYING • CONSTRUCTION SERVICES

24353 TARA DRIVE, SOUTH LYON, MI 48178
PH: (248) 943-8244, FAX: (866) 690-4307
WEB: www.diffindevelopment.com

November 21, 2008

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-
3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretswardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
ekudla@secretswardle.com

Rob Hayes, City Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: McDonalds
Dedication and Acceptance of Utilities
Storm Drainage Facility Maintenance Easement Agreement
Our File No. 660092 NOVI
SP08-21**

Dear Mr. Hayes:

We have received and reviewed the following documents relating to the McDonalds Property:

1. Sanitary Sewer Easement (Monitoring Manhole)
2. Title Search Report
3. Storm Drainage Facility Maintenance Easement Agreement
4. Letter of Authority

Conveyance Documents

McDonald's Corporation seeks to convey a Sanitary Sewer System Easement for a monitoring manhole over, upon and through the subject property, in Section 14 of the City, to the City of Novi. Our office has reviewed and approved the format and language of the Sanitary Sewer Easement. It is in the City's standard format and, subject to engineering approval of the exhibits, is ready for acceptance. Engineering has confirmed that no Maintenance Bond or Bill of Sale is required for the monitoring manhole as the City does not take ownership of the improvement.

We also approve the Storm Drainage Facility Maintenance Easement Agreement in the enclosed format. It is our understanding Engineering has reviewed and approved the attached Exhibits.

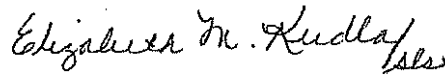
The Title Search Report shows that all necessary parties having an interest in the property have executed the Sanitary Sewer System Easement and Storm Drainage Facility Maintenance Easement Agreement. There are no mortgages or conflicting easements on the property.

All original documents are enclosed with the City Clerk's copy of this report. Once the Sanitary Sewer Easement is approved and accepted by *Affidavit of the City Engineer*, the original Sanitary Sewer Easement should be recorded with the Oakland County Register of Deeds. The Title Search Report should be maintained in the City's file.

Because the Storm Drainage Facility Maintenance Easement Agreement requires approval by City Council, it may be placed on an upcoming City Council Agenda for approval. Once approved by City Council and signed by the Mayor, the City Clerk's Office should record it with Oakland County.

Should you have any questions or concerns in regard to this matter, please feel free to contact me.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Marina Neumaier, Assistant Director of Finance (w/ Enclosures)
Brian Coburn, Civil Engineer (w/Enclosures)
Taylor Reynolds and Byron Hanson, Spalding DeDecker (w/ Enclosures)
Sarah Marchioni, Building Department (w/ Enclosures)
Michael Kazarian, (w/ Enclosures)
Thomas R. Schultz, Esquire (w/ Enclosures)

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

WATER AND SANITARY SEWER SYSTEM

ACCEPTANCE AND ASSUMPTION

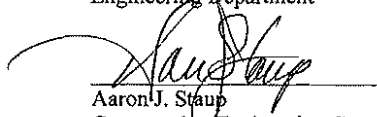
In accordance with the City of Novi Code of Ordinances, Chapter 26.5 – Performance Guarantees (Ordinance No. 04-173), all site applicants must complete the following requirements prior to the issuance of a Temporary Certificate of Occupancy:

- ▶ Provide a certified affidavit in a form acceptable to the City, indicating satisfactory completion of the required utility improvements.
- ▶ Request and participate in a final site inspection, and obtain approval of the utilities by the City's engineer (or designee).
- ▶ Obtain City Engineer and Attorney approval of all necessary acceptance paperwork (i.e., easements, bills-of-sale, bonds and agreements) with respect to the public utilities proposed to be dedicated to the City of Novi. Approval letters from the City's Consulting Engineer and Attorney are attached.

Please be advised that we have verified the completion of the above requirements for the **McDonald's (Twelve Oaks Mall)** project in accordance with the requirements of Section 25.6-330 of the City of Novi Code of Ordinances regarding construction, dedication and acceptance of water and sanitary sewer utilities. As a result of this verification, we are providing this "Acknowledgment of Acceptance" for utility improvements. The City of Novi hereby accepts the title to and jurisdiction over such Water and Sanitary Sewer System improvements, from and after the effective date of this Acknowledgment of Acceptance and Assumption. Subject to all other applicable ordinance requirements, we have no objection to the Building Department's issuance of a Temporary Certificate of Occupancy for this project.

CITY OF NOVI

Engineering Department

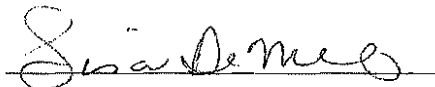


Aaron J. Staup
Construction Engineering Coordinator

LISA DE MEO
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jan 10, 2015
ACTING IN COUNTY OF *Oakland*

STATE OF MICHIGAN)
) S.S.
COUNTY OF OAKLAND)

On this 21 day of November, 2008, the foregoing instrument was acknowledged before me by Aaron Staup, the Construction Engineering Coordinator for the City of Novi, Michigan, on behalf of said Municipality.



Notary Public, Oakland County
State of Michigan
My commission expires: 10-10-2015

Staup, Aaron

From: Ted Meadows [TMeadows@sda-eng.com]
Sent: Thursday, November 20, 2008 6:20 PM
To: Staup, Aaron; Marchionni, Sarah
Subject: McDonald's

Punchlist complete.

Financial Guarantee: 20,000 *1.5= \$30,000

Ted Meadows
Construction Engineering Dept.
Contract Administrator
Spalding DeDecker Associates, Inc.
10503 Citation Drive
Suite 600
Brighton, MI 48116
tmeadows@sda-eng.com
Phone: (810) 534-1400
Fax: (810) 534-1402
Mobile: (248) 762-5116
Spalding DeDecker Associates, Inc.
"The Benchmark of Excellence"

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11/21/2008



November 21, 2008

Mr. Aaron Staup
Construction Engineering Coordinator
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

Re: McDonalds 12 Oaks
Acceptance Documents Review
Novi # 08-21
SDA Job No. NV08-219
APPROVED

Dear Mr. Staup:

We have reviewed the Acceptance Document Package received by our office on November 20, 2008 against approved Final Site Plan (Stamping Set) and the as-built plans currently being prepared by this office. We offer the following comments:

Final Acceptance Documents:

1. **Water System Easement** – (executed: dated September 3, 2008) **Approved**. Exhibit "A", Parcel Description Approved. Exhibit "B" Water system maintenance ingress/egress easement Approved.
2. **Sanitary Sewer System Easement (for Monitoring Manhole)** – (executed: dated November 18, 2008) **Approved**. Exhibit "A", Parcel Description Approved. Exhibit "B" Sanitary sewer ingress/egress easement Approved. This document has been revised to conform to the revised location of the sanitary sewer monitoring manhole. A copy of this description and sketch is attached for your use.
3. **Storm Drainage Facility / Maintenance Easement Agreement** – (executed: dated November 18, 2008) **Approved**. Exhibit "A", Parcel Description Approved. Exhibit "B", Maintenance schedule with estimated costs, Approved. Exhibit "C" Storm sewer maintenance, ingress/egress easement description and sketch, Approved.
4. **As-Built Engineering Plans** – will be prepared by Spalding DeDecker Associates, Inc.

The documents as submitted were found to be acceptable by our office pending review by the City Attorney. 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 property) for the Mayor's signature.

Engineering Consultants

Infrastructure • Land Development • Surveying

November 21, 2008
Mr. Aaron Staup
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If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER ASSOCIATES, INC.



Taylor E. Reynolds, PE
Project Engineer

TR/BH

cc: Maryanne Cornelius, City Clerk (via E-mail)
Marina Neumaier, Assistant Finance Director (via E-mail)
Sheila Weber, Treasurer's Office (via E-mail)
Barb McBeth, City Planning Director (via E-mail)
Juanita Freeman, Planning Department (via E-mail)
Ben Croy, Plan Review Center (via E-mail)
Sarah Marchioni, Building Department (via E-mail)
Beth Kudla, Secret Wardle (via E-mail)
Ted Meadows, SDA Construction Engineering (via E-mail)
Michael Kazarian, McDonalds USA, LLC
Matthew Diffin, PE, Diffin Development Consultants (via E-mail)