



CITY of NOVI CITY COUNCIL

Agenda Item H
June 19, 2017

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Etkin White Novi, LLC, the developer of the Novi Hilton Garden Inn, for the development located east of Cabaret Drive and south of Twelve Mile Road (parcel 22-15-126-021).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer for Novi Hilton Garden Inn, Etkin White Novi, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the commercial development located at 27355 Cabaret Drive.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance on the privately owned on-site storm water 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 a storm water detention pond and mechanical pre-treatment structure and is providing an access easement to the pond and structure. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site sewer system.

The enclosed agreement has been favorably reviewed by the City Engineering consultant and the City Attorney as described in the attached letters, and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Etkin White Novi, LLC, the developer of the Novi Hilton Garden Inn, for the development located east of Cabaret Drive and south of Twelve Mile Road (parcel 22-15-126-021).

Hilton Garden Inn

27355 Cabaret Drive

Hilton Garden Inn

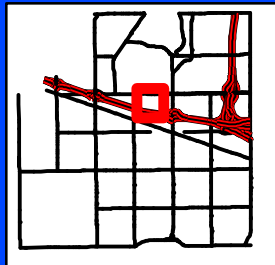


Map Author: Charles Anthony
Date: June 5, 2017
Project:
Version #:

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

0 95 190 380 570
Feet

1 inch = 472 feet



September 12, 2008

CITY OF NOVI
CITY CLERK'S OFFICE
2008 SEP 15 P 2:26

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

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secrestwardle.com

Maryanne Cornelius, City Clerk
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Hilton Garden Inn
Utilities Review for Acceptance
Storm Drainage Facility Maintenance Easement Agreement
Our File No. 660128 NOV1
SP06-56**

Dear Ms. Cornelius:

Enclosed please find the original executed documents relating to the Hilton Garden Inn Development. The documents were approved by our office pursuant to our August 1 2008 letters to Rob Hayes, a copy of which we are enclosing. The documents include the following:

- 1. Bill of Sale
- recorded* 2. Water System Easement
- 11* 3. Sanitary Sewer System Easement
- 11* 4. Ingress/Egress Easement
- 11* 5. Easement for Storm Water and Surface Drainage
- 6. Storm Drainage Facility Maintenance Easement Agreement
- 7. Maintenance and Guarantee Bond

The original Water and Sanitary Sewer System Easements should be recorded by the City Clerk's Office with the Register of Deeds. The Ingress Egress Easement and Easement for Storm Water and Surface Drainage do not require acceptance by the City and should also be recorded by the City Clerk's Office with the Register of Deeds. The Storm Drainage Facility Maintenance Agreement should be placed on an upcoming City Council Agenda for approval and subsequently executed by the City and recorded with the Oakland County Register of Deeds. The original Bill of Sale and Maintenance and Guarantee Bond should be maintained in the City's file.

Maryanne Cornelius, City Clerk
September 12, 2008
Page 2

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures: Originals

C(w/enc.): Sue Troutman, City Clerk's Office
Thomas R. Schultz, Esquire

C:\NrPortbl\lmanage\BKUDLA\112774_1.DOC

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS AGREEMENT is made this 25TH day of JUNE, 2008, by and between Etkin White Novi, LLC, whose address is 29100 Northwestern Hwy., Suite 200, Southfield, Michigan 48034 (hereinafter the "Owner"), and the 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 15 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 NOVI HILTON GARDEN INN development on the Property.

B. The NOVI HILTON GARDEN INN 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 until the transition of control, and the Association thereafter, 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 and/or Association shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Owner and/or Association shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner and/or Association setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner and/or Association an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the 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 and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary. 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 and/or Association within thirty (30) days of a billing to the Owner or Association. All unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, 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 or Association, and, in such event, the Owner and/or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described to the terms and conditions of this agreement.

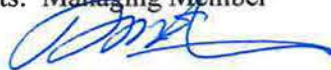
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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

IN WITNESS WHEREOF, Owner and/or Association have executed this Agreement as at the day and year first above set forth.

OWNER:
Etkin White Novi, LLC, a Michigan
Limited Liability Company

By: 27355 Cabaret Drive, LLC, a
Michigan Limited Liability Company
Its: Managing Member



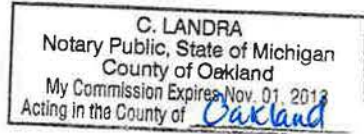
By: Douglas M. Etkin, Its Manager

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 25th day of JUNE, 2008, by Douglas M. Etkin, as the Manager of 27355 Cabaret Drive, LLC, a Michigan Limited Liability Company.

C. Landra

Notary Public
Oakland County, Michigan
My Commission Expires: 11/01/2013



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 _____, 200_, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
_____ 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, Clerk
City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

CONSENT TO EASEMENT

As the holder of a mortgage interest in and to the property referenced in the Storm Drainage Facility Maintenance Easement Agreement, dated June 25, 2008, whereby Etkin White Novi, LLC grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 11 day of July, 2008.

Integra Bank National Association

By: [Signature]
Mark D. Anderson

Its: Senior Vice President

STATE OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

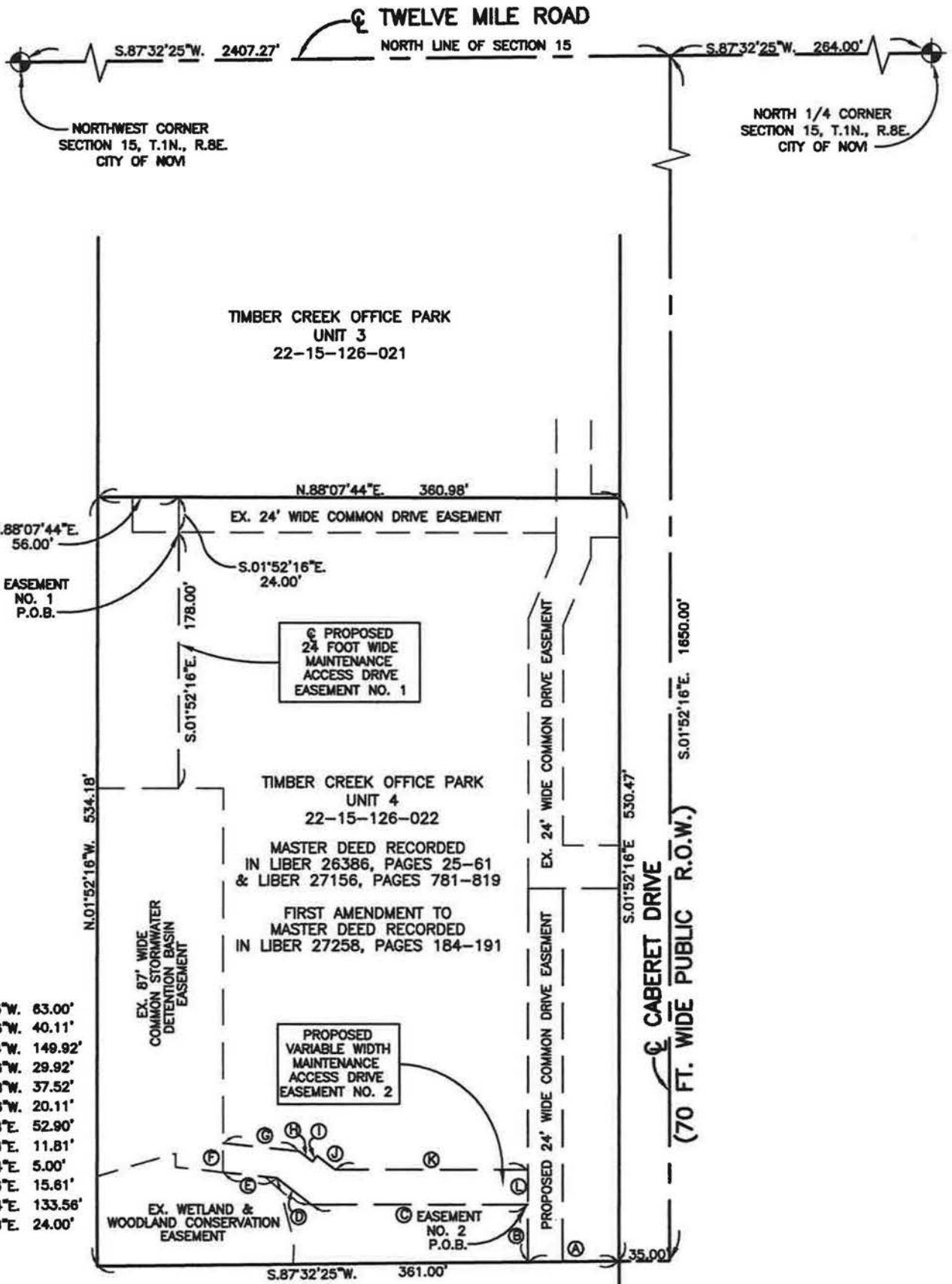
The foregoing Consent to Easement was acknowledged before me this 11th day of July, 2008, by Mark Anderson, the Senior Vice President of Integra Bank National Association.

[Signature]
Notary Public Jefferson County, KY
My commission expires 1/9/2012

PROPOSED MAINTENANCE ACCESS DRIVE EASEMENTS SKETCH



SCALE:
1" = 100'



- Ⓐ S.87°32'25"W. 63.00'
- Ⓑ N.01°52'16"W. 40.11'
- Ⓒ S.88°07'44"W. 149.92'
- Ⓓ N.54°28'26"W. 29.92'
- Ⓔ N.85°54'18"W. 37.52'
- Ⓕ N.01°52'16"W. 20.11'
- Ⓖ S.85°54'18"E. 52.90'
- Ⓗ S.54°28'28"E. 11.81'
- Ⓘ N.35°31'34"E. 5.00'
- Ⓝ S.54°28'28"E. 15.61'
- Ⓚ N.88°07'44"E. 133.56'
- Ⓛ S.01°52'16"E. 24.00'

<p>PREPARED FOR:</p> <p>ETKIN EQUITIES, INC. 29100 NORTHWESTERN HWY., SUITE 200 SOUTHFIELD, MICHIGAN 48034 PHONE: 248/358-0800</p>	JOB NO.	0658	<p>PROPOSED EASEMENTS SKETCH</p>
	SCALE	1"=100'	
	DATE	05/21/07	<p>ENVIRONMENTAL ENGINEERS, INC. 18620 WEST TEN MILE ROAD SOUTHFIELD, MICHIGAN 48075 PHONE: 248/424-9510</p>
	REVISION		
	SHEET	1 OF 3	

PROPOSED MAINTENANCE ACCESS DRIVE EASEMENTS SKETCH

EXHIBIT "A"

TIMBER CREEK OFFICE PARK UNIT 4 PROPERTY DESCRIPTION

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

UNIT 4 OF TIMBER CREEK OFFICE PARK ACCORDING TO THE MASTER DEED RECORDED IN LIBER 26386, PAGES 25 TO 61, INCLUSIVE, RE-RECORDED IN LIBER 27156, PAGES 781 TO 819, INCLUSIVE, FIRST AMENDMENT TO THE MASTER DEED RECORDED IN LIBER 27258, PAGES 184 TO 191, INCLUSIVE, OAKLAND COUNTY RECORDS AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1456, AND ANY AMENDMENTS THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM AS SET FORTH IN SAID MASTER DEED, AND ANY AMENDMENTS THERETO, AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF MICHIGAN OF 1978, AS AMENDED.

EXHIBIT "B"

NOVI HILTON GARDEN INN STORMWATER MANAGEMENT SYSTEM MAINTENANCE PLAN


- 1.) ALL PERMANENT SITE EROSION CONTROL MEASURES SUCH AS BASIN SLOPE PROTECTION, RIP-RAP AND VEGETATION SHALL BE INSPECTED BY THE OWNER NOT LESS THAN SEMI-ANNUALLY TO ENSURE THAT THEY ARE PERFORMING THEIR INTENDED PURPOSES. ANY DEFICIENCIES SHALL BE REMEDIED IN A TIMELY MANNER.
- 2.) ALL PERMANENT SITE SEDIMENT COLLECTION AREAS OTHER THAN THE AQUA-SWIRL STRUCTURE SUCH AS DRAINAGE STRUCTURE SUMPS AND DETENTION BASIN BOTTOM SUMPS SHALL BE INSPECTED BY THE OWNER NOT LESS THAN SEMI-ANNUALLY TO ENSURE THAT THEY ARE PERFORMING THEIR INTENDED PURPOSE. THE SUMPS SHALL BE CLEANED OUT WHEN THE SEDIMENT BUILDUP IS WITHIN 3" OF THE OUTLET PIPE INVERT.
- 3.) AQUA-SWIRL RECOMMENDS ONGOING QUARTERLY INSPECTIONS OF THE ACCUMULATED SEDIMENT. NOTE THAT IS NOT UNUSUAL FOR SEDIMENT ACCUMULATION TO BE RELATIVELY LIGHT IN THE FIRST YEAR AS INITIAL SEDIMENT LOADS IN NEW STORM DRAINAGE SYSTEMS MAY BE DIVERTED TO CATCH BASIN SUMPS. POLLUTANTS DEPOSITION AND TRANSPORT MAY VARY FROM YEAR TO YEAR AND QUARTERLY INSPECTIONS WILL HELP INSURE THAT THE AQUA-SWIRL STRUCTURE IS CLEANED OUT AT THE APPROPRIATE TIME. THE AQUA-SWIRL STRUCTURE NEEDS TO BE CLEANED WHEN THE SEDIMENT BUILDUP IS WITHIN 30" TO 36" OF THE STRUCTURE WATER LEVEL AS DETERMINED USING A MEASURING DEVICE SUCH AS A STADIA ROD OR POLE. AN OIL OR GASOLINE SPILL SHOULD BE CLEANED OUT IMMEDIATELY. OIL OR GAS THAT ACCUMULATES ON A MORE ROUTINE BASIS SHOULD BE REMOVED WHEN AN APPRECIABLE LAYER HAS BEEN CAPTURED. A VACUUM TRUCK IS GENERALLY THE MOST EFFECTIVE METHOD FOR CLEANOUT OF THE AQUA-SWIRL STRUCTURE. ALL MATERIAL REMOVED FROM THE AQUA-SWIRL STRUCTURE SHALL BE DISPOSED OF IN A LEGAL MANNER.
- 4.) AN ANNUAL BUDGET AMOUNT OF \$5000.00 SHALL BE SET ASIDE FOR PURPOSES OF PERFORMING ANY REQUIRED ROUTINE OR EMERGENCY MAINTENANCE TO THE SITE DRAINAGE SYSTEM.

EXHIBIT "C"

MAINTENANCE ACCESS DRIVE EASEMENT NO. 1 DESCRIPTION

A 24 FOOT WIDE EASEMENT FOR A MAINTENANCE ACCESS DRIVE WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF UNIT 4 OF TIMBER CREEK OFFICE PARK ACCORDING TO THE MASTER DEED RECORDED IN LIBER 26386, PAGES 25 TO 61, INCLUSIVE, RE-RECORDED IN LIBER 27156, PAGES 781 TO 819, INCLUSIVE, FIRST AMENDMENT TO THE MASTER DEED RECORDED IN LIBER 27258, PAGES 184 TO 191, INCLUSIVE, OAKLAND COUNTY RECORDS AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1456, AND ANY AMENDMENTS THERETO, THENCE FROM SAID NORTHWEST CORNER N.88°07'44"E. 56.00 FEET ALONG THE NORTH LINE OF SAID UNIT 4; THENCE S.01°52'16"E. 24.00 FEET TO THE POINT OF BEGINNING ON THE SOUTHERLY LINE OF AN EXISTING 24 FOOT WIDE COMMON DRIVE EASEMENT; THENCE CONTINUING S.01°52'16"E. 178.00 FEET TO THE POINT OF ENDING ON THE NORTHERLY LINE OF AN EXISTING 87 FOOT WIDE COMMON STORMWATER DETENTION BASIN EASEMENT.

<p><u>PREPARED FOR:</u></p> <p>ETKIN EQUITIES, INC. 29100 NORTHWESTERN HWY., SUITE 200 SOUTHFIELD, MICHIGAN 48034 PHONE: 248/358-0800</p>	JOB NO.	0658	PROPOSED EASEMENTS SKETCH
	SCALE	1"=100'	
	DATE	05/21/07	 ENVIRONMENTAL ENGINEERS, INC. 18620 WEST TEN MILE ROAD SOUTHFIELD, MICHIGAN 48075 PHONE: 248/424-9510
	REVISION		
	SHEET	2 OF 3	

PROPOSED MAINTENANCE ACCESS DRIVE EASEMENTS SKETCH

"EXHIBIT C" (CONTINUED)

MAINTENANCE ACCESS DRIVE EASEMENT NO. 2 DESCRIPTION


A VARIABLE WIDTH EASEMENT FOR A MAINTENANCE ACCESS DRIVE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF UNIT 4 OF TIMBER CREEK OFFICE PARK ACCORDING TO THE MASTER DEED RECORDED IN LIBER 26386, PAGES 25 TO 61, INCLUSIVE, RE-RECORDED IN LIBER 27156, PAGES 781 TO 819, INCLUSIVE, FIRST AMENDMENT TO THE MASTER DEED RECORDED IN LIBER 27258, PAGES 184 TO 191, INCLUSIVE, OAKLAND COUNTY RECORDS AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1456, AND ANY AMENDMENTS THERETO, THENCE FROM SAID SOUTHEAST CORNER S.87°32'25"W. 63.00 FEET ALONG THE SOUTH LINE OF SAID UNIT 4 TO A POINT ON THE WESTERLY LINE OF A PROPOSED 24 FOOT WIDE COMMON DRIVE EASEMENT; THENCE N.01°52'16"W. 40.11 FEET ALONG SAID WESTERLY TO THE POINT OF BEGINNING; THENCE S.88°07'44"W. 149.92 FEET; THENCE N.54°28'26"W. 29.92 FEET; THENCE N.85°54'18"W. 37.52 FEET TO A POINT ON THE EASTERLY LINE OF AN EXISTING 87 FOOT WIDE COMMON STORMWATER DETENTION BASIN EASEMENT; THENCE N.01°52'16"W. 20.11 FEET ALONG SAID EASTERLY LINE; THENCE S.85°54'18"E. 52.90 FEET; THENCE S.54°28'26"E. 11.81 FEET; THENCE N.35°31'34"E. 5.00 FEET; THENCE S.54°28'26"E. 15.61 FEET; THENCE N.88°07'44"E. 133.56 FEET TO A POINT ON THE WESTERLY LINE OF THE PROPOSED 24 FOOT WIDE COMMON DRIVE EASEMENT; THENCE S.01°52'16"E. 24.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

EXHIBIT "D"

EXISTING COMMON STORMWATER DETENTION BASIN EASEMENT

PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 15; THENCE S.87°32'25"W. ALONG THE CENTERLINE OF TWELVE MILE ROAD, 264.00 FEET; THENCE S.01°52'16"E. 90.00 FEET TO THE SOUTHERLY LINE OF TWELVE MILE ROAD; THENCE S.87°32'25"W. 396.00 FEET ALONG THE SOUTHERLY LINE OF TWELVE MILE ROAD; THENCE S.01°52'16"E. 1227.82 FEET TO THE POINT OF BEGINNING; THENCE N.88°07'44"E. 86.98 FEET; THENCE S.01°52'16"E. 266.93 FEET; THENCE N.85°54'18"W. 33.05 FEET; THENCE N.00°33'56"W. 9.48 FEET; THENCE S.72°01'25"W. 56.54 FEET; THENCE N.01°52'16"W. 269.70 FEET TO THE POINT OF BEGINNING.

<p><u>PREPARED FOR:</u></p> <p>ETKIN EQUITIES, INC. 29100 NORTHWESTERN HWY., SUITE 200 SOUTHFIELD, MICHIGAN 48034 PHONE: 248/358-0800</p>	JOB NO.	0658	PROPOSED EASEMENTS SKETCH
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	REVISION		
	SHEET	3 OF 3	



August 1, 2008

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

Re: Hilton Garden Inn
Initial Acceptance Documents Review
Novi # SP06-56
SDA Job No. NV07-216
APPROVED

Dear Mr. Staup:

We have reviewed the revised Final Acceptance Document Package received by our office on June 2, 2008 and revisions received electronically July 17, 2007 against approved Final Site Plan (Stamping Set) dated June 12, 2007. We offer the following comments:

Initial Acceptance Documents:

1. **Water System Easement** – (executed, dated May 21, 2008) – **Approved.**
Exhibit "A" Property Description Approved. Exhibit "B" Easement Description and Sketch (dated May 21, 2007) Approved.
2. **Sanitary Sewer System Easement** – (executed, dated May 21, 2008) – **Approved.**
Exhibit "A" Property Description Approved. Exhibit "B" Easement Description and Sketch (dated May 21, 2007) Approved.
3. **Ingress-Egress Easement** – (executed, dated May 21, 2008) – **Approved.**
Exhibit "A" Property Description Approved. Exhibit "A" Common Drive Easement Beneficiary Parcel Description Approved. Exhibit "B" Easement Description and Sketch (dated May 21, 2007) Approved.
4. **Easement for Storm Water and Surface Drainage** – (executed, dated May 21, 2008) – **Approved.**
Exhibit "A" Property Description Approved. Exhibit "B" Easement Description and Sketch (dated May 21, 2007) Approved. Exhibit "C" Property Description of Timber Creek Office Park Unit 3 Approved.
5. **Storm Drainage Facility Maintenance Easement Agreement** – (executed, dated May 21, 2008) – **Approved.**
Exhibit "A" Property Description Approved. Exhibit "B", Schedule of Maintenance Approved. Exhibit "C", Ingress-Egress Easement Description and Sketch (dated May 21, 2007) Approved. Exhibit "D", Existing Detention Basin Easement Description and Sketch Approved.

Engineering Consultants

August 1, 2008
Mr. Staup
Page 2

Final Acceptance Documents:

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, the following items must be provided prior to the issuance of a Temporary Certificate of Occupancy.

6. **Bills of Sale: Sanitary Sewer System and Water Supply System** – (executed, dated June 25, 2008) – **Approved.**
7. **Full Unconditional Waivers of Lien from contractors installing public utilities** – (executed, dated January 15, 2008) from Site Development Inc. – **Approved.**
8. **As-Built Engineering Plans** – have been prepared by Spalding DeDecker Associates Inc.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. 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 December 21, 2007 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 ASSOCIATES, INC.



Taylor E. Reynolds, PE
Project Engineer



TER/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, Secrest Wardle (via E-mail)
Ted Meadows, SDA Construction Engineering (via E-mail)
Brent La Vanway, Boss Engineering (via E-mail)
Mr. Roberto Bednas, Etkin Properties