



CITY of NOVI CITY COUNCIL

Agenda Item R
February 29, 2016

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Park Place East of Novi, LLC for the Park Place East development located south of Nine Mile Road and east of Roberts Drive (parcel 22-31-200-084).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer of the facility requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new residential development project located south of Nine Mile Road and east of Roberts Drive as shown on the attached map.

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 (Homeowners Association) to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance of 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 basin and is providing an access easement to the basin. 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 City staff and the City Attorney (Beth Saarela's letter, dated February 15, 2016, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Park Place East, LLC for the Park Place East development located south of Nine Mile Road and east of Roberts Drive (parcel 22-31-200-084).

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

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

Park Place East

Location Map

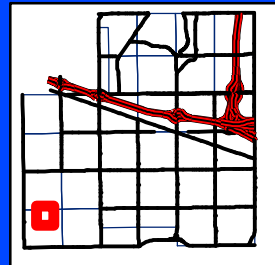


Map Author: Theresa Bridges
Date: February 17, 2016
Project:
Version #:

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 62.5 125 250 375
Feet

1 inch = 300 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@jrslaw.com

www.johnsonrosati.com

February 15, 2016

Rob Hayes, Public Services Director
City of Novi, Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

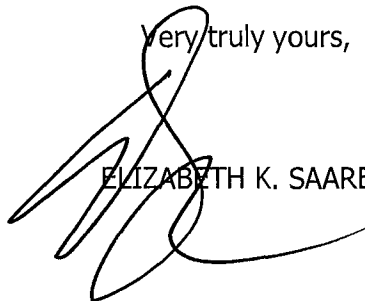
**Re: *Park Place East JSP13-0035*
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Hayes:

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 Park Place East site condominium development. The Agreement is in the City's standard format and has been executed by the property owner. The Exhibits have been reviewed and approved by the City's Consulting Engineer. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,



ELIZABETH K. SAARELA

EKS
Enclosures

cc: Maryanne Cornelius, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)

Rob Hayes, Public Services Director

February 15, 2016

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Theresa C. Bridges, Construction Engineer (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Brittany Allen, Spalding DeDecker (w/Enclosures)
Mark Kassab, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 10th day of February, 2016, by and between PPE of Novi LLC, whose address is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334 (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 31 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 residential development on the Property.

B. The 7' site residential condominium 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.

C. Owner intends to establish the Property as a condominium project known as Park Place East Condominium. The Park Place East Condominium Association shall be established for the operation and maintenance of the condominium project described in the Master Deed thereof. Once the Master Deed for Park Place East Condominium is recorded establishing the condominium project, the Condominium Association shall assume all of the responsibilities of the Owner under this Agreement.

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**.

The Owner and/or Association shall maintain a log of all inspection and maintenance activities and make the log available to City personnel as needed.

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 through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner 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.

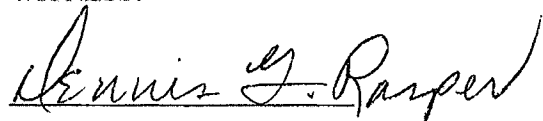
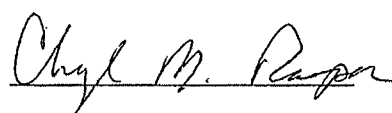
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described to the terms and conditions of this agreement.

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.

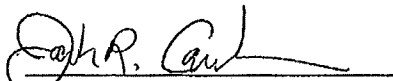
This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

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

WITNESS:

PPE of Novi LLC

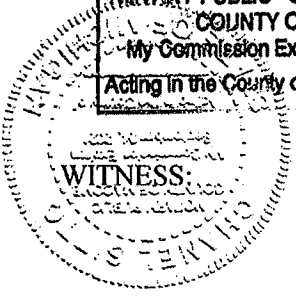

By: Jack R. Carnahan
Its: Authorized Representative

(Signatures continue on next page)

STATE OF MICHIGAN)
)ss
COUNTY OF ~~OAKLAND~~)
 Macomb

The foregoing instrument was acknowledged before me this 10 day of February, 2016, by Jack R. Carnahan, as the Authorized Representative of PPE of Novi LLC.

CHANEL SITTO
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Sept. 24, 2021
Acting in the County of Macomb



Chanel Sitto

Notary Public
Macomb County, Michigan
My Commission Expires: Sep 24, 2021

(Grantee)
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
Oakland County, Michigan
My Commission Expires: _____

Drafted by:

Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH PC
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:
Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile Road

EXHIBIT "A"

13-008
PARK PLACE EAST

LEGAL DESCRIPTION:

PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE EAST 619.98 FEET; THENCE S01°41'33"W 810.26 FEET TO THE POINT OF BEGINNING; THENCE S01°41'33"W 483.98 FEET; THENCE N89°07'23"W 618.78 FEET; THENCE N01°39'14"E 869.75 FEET; THENCE EAST 344.60 FEET; THENCE S00°32'00"W 155.07 FEET; THENCE S01°38'07"W 32.25 FEET; THENCE S88°21'53"E 148.61 FEET; THENCE S01°41'33"W 200.00 FEET; THENCE S88°18'27"E 123.07 FEET TO THE POINT OF BEGINNING, CONTAINING 10.66 ACRES.

EXHIBIT 'B'
OPERATIONS AND MAINTENANCE MANUAL

Park Place East
STORMWATER MAINTENANCE PLAN
NOVI, MICHIGAN
PRELIMINARY COPY

PROPERTY OWNER:
PPE of Novi, LLC
31550 Northwestern Highway, Suite 200
Farmington Hills, MI 48334
Phone: (248) 737-1418

Prepared by:
Fazal Khan & Associates, Inc.
43279 Schoenherr
Sterling Heights, MI 48313
Phone: (586) 739-8007
Contact: Carol P. Thurber, PE, CFM

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all storm water management systems including the sedimentation and detention basins, underground storm sewer system, mechanical pre-treatment devices and bioswales as incorporated into and detailed on the approved Construction Plans as prepared by Fazal Khan & Associates, Inc. In order to comply with the local best management practices (BMP) and requirements, this manual should serve as a minimum performance standard. This manual should be retained intact and read in its entirety by all parties responsible for the operations and maintenance of the on-site BMP's.

OWNER:

PPE of Novi, LLC
31550 Northwestern Highway, Suite 200
Farmington Hills, MI 48334
Phone: (248) 737-1418

PROPERTY INFORMATION:

This Operations and Maintenance Manual covers the storm water systems located at the following subject property:

LEGAL DESCRIPTION: (see Exhibit 'A' of the Storm Water Maintenance Agreement)
PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,
DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE EAST 619.98
FEET; THENCE S01°41'33"W 810.26 FEET TO THE POINT OF BEGINNING; THENCE S01°41'33"W
483.98 FEET; THENCE N89°07'23"W 618.78 FEET; THENCE N01°39'14"E 869.75 FEET; THENCE
EAST 344.60 FEET; THENCE S00°32'00"W 155.07 FEET; THENCE S01°38'07"W 32.25 FEET;
THENCE S88°21'53"E 148.61 FEET; THENCE S01°41'33"W 200.00 FEET; THENCE S88°18'27"E
123.07 FEET TO THE POINT OF BEGINNING, CONTAINING 10.66 ACRES.

INSPECTIONS:

The frequency of system inspections outlined in the manual and attached exhibits should be considered the minimum, if no events warrant additional inspections. The frequency of inspections should be fine-tuned over time as system specific conditions are better known and the rate at which certain maintenance operations need to be performed is better understood. Maintenance Inspection Checklists are provided for each of the BMP's in this system. Inspections should be performed by personnel responsible for maintenance and may need to be certified for confined space entry, depending on the component being inspected. Operation of the detention basin, sediment basin, outlet control structures and pre-treatment devices may need to be inspected by a practicing civil engineer familiar with their operation.

Records of all routine inspections and any work performed on the system for maintenance, repair or replacement should be maintained by the owner. The Owner and/or Association shall maintain a log of all inspection and maintenance activities and make the log available to City of Novi personnel as needed. The records should include this manual, all inspection sheets, approved construction plans and as-built documents, a maintenance log of work performed to the system(s) and contact information for the system inspector, civil engineer, landscape architect, geotechnical engineer and contractor involved with the system.

STORM WATER SYSTEM MAINTENANCE:

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Storm water systems are expected to perform quality and quantity control functions as long as the land use they serve exists. Failure to maintain these systems can create the following adverse impacts:

Increased pollutants to surrounding surface water features
Potential loss of life or property resulting from catastrophic failure of the facility
Aesthetic or nuisance conditions, such as mosquitoes or reduced property values due to a degraded facility appearance.

Most of these impacts can be avoided through proper and timely inspection and maintenance. A major concern associated with these impacts is the general public's expectations related to the quality of life provided, in part, by construction of these systems. Inadequate maintenance means the general public may have a false sense of security. The most common cause of storm water system failure is the lack of adequate and proper operation, inspection, maintenance and management.

Good design and construction can reduce subsequent maintenance needs and costs, but they cannot eliminate the need for maintenance altogether. Maintenance requires a long term commitment of time, money, personnel and equipment. Monitoring the overall performance of the storm water management system is a major aspect of any maintenance program.

The maintenance responsibilities for these systems lie with the current property owner and transfer with the property in perpetuity. If maintenance of the system is not performed, the City of Novi reserves the right to enter the property and perform all necessary work at the property owners' cost. Refer to the Agreement for Storm Water System Maintenance for additional details.

General Maintenance Items:

Grass Mowing and Maintenance:

Mowing requirements for a development should be designed to the specific site conditions, grass types and seasonal variations in climate. Grassed areas require periodic fertilizing, de-thatching and soil conditioning in order to maintain healthy growth. Provisions will need to be made to reseed and reestablish grass cover in areas damaged by sediment accumulation, storm water flow, erosion or other causes. Dead turf will need to be replaced after being discovered. Inspection of the grass areas and other landscaping features should be made annually. Grass mowing and maintenance shall be the responsibility of the individual homeowners.

Trash and Debris Removal:

Removal of trash and debris from all areas of the property should be performed monthly. Removal of these items will prevent damage to vegetated areas and eliminate their potential to inhibit the operation of any of the stormwater management systems. Sediment, debris and trash that are removed and collected should be disposed of according to local, State and Federal regulations at suitable disposal and/or recycling centers.

Stormwater System Maintenance Items:

The following narratives give an overview of the maintenance requirements of the different components of the storm water system. The inspection checklists attached to this report offer a more complete listing of what should be inspected, when inspection should occur and the likely frequency of maintenance activities.

Storm Sewer and Structures:

Catch basins, inlets, manholes and sewer pipes should be inspected to check for sediment accumulation and clogging, floatable debris, dead vegetation etc. The structures and sewers should also be observed during a wet weather event to ensure their proper operation. Accumulated sediment and debris should be removed on an annual basis or as needed based on observed conditions. Structural repairs or maintenance should occur as needed based on observed conditions such as cracks, spalling, joint failure, leakage, misalignment or settlement of structures. A civil engineer should be retained if problems are thought to exist.

Detention Basin Outlet Control Structure and Overflow Structure:

Both the outlet control and overflow structures and connecting pipes should be inspected for sediment accumulation, floatable debris, trash and any other foreign matter that may impede flow or restrict the devices from working properly. The stone jacket surrounding the outlet control structure should be inspected for sediment build up, and the holes at the base of the outlet control structure should be inspected to make sure they do not become blocked. The grates of the two structures should be inspected for structural integrity and build up of debris. The outlet control system should be inspected during a wet weather event to ensure all components are functioning properly. A civil engineer should be retained if problems are thought to exist.

Maintenance will include the removal of any debris, trash or sediment from the structures and/or pipe, cleaning of the stone jacket on the outlet control structure and removal of debris from the structure grates. The stone jacket may need replacement if cleaning does not adequately remove sediment build-up.

Detention Basin:

The inlet pipes to the basins should be inspected for structural integrity (pipes cracked, broken, spalled) and that the grates are free from debris. The area around and immediately downstream of the inlet pipes should be inspected for sediment build-up, erosion and the riprap should be inspected for integrity and sedimentation. Maintenance of the inlet pipes would include removal of any sediment build-up and debris, repair or replacement of any components that are in need of attention and to restore any areas that have eroded.

The basin should be inspected for healthy grass growth, side slope erosion, and excessive sedimentation. The basin should be inspected during a wet weather event to ensure all aspects of the basin are functioning correctly. A civil engineer should be retained if problems are thought to exist or if the inspection personnel are not familiar with the operating conditions of the basin.

The planted vegetation within the basin should conform to that shown on the construction plans, and any invasive species should be removed from the swale. The vegetation should be inspected for healthy growth by a landscape architect if the inspection personnel are not familiar with the specific plantings inside the basin.

Any resident complaints regarding the basin's aesthetics or operation should be investigated during inspections and wet weather operations.

STORM WATER SYSTEM INSPECTION CHECKLIST

DATE / TIME OF INSPECTION: _____

INSPECTOR: _____

MAINTENANCE TASKS AND SCHEDULE	SYSTEM COMPONENTS					FREQUENCY	COMMENTS
	Catch Basins, Inlets, and Manholes	Storm Sewer Pipes	Rip Rap	Buffer Strip			
POST-CONSTRUCTION MAINTENANCE ACTIVITIES							
MONITORING / INSPECTION							
Inspect for Sediment Accumulation	x	x				Annually	
Inspect for Floatables, dead vegetation and debris	x	x		x		Annually and after major rainfall	
Inspect for erosion			x	x		Annually	
Inspect all components during wet weather and compare to as-built plans	x	x				Annually	
Inspect inside of structures and pipes for cracks spalling, joint failure, settlement, sagging and misalignment.	x	x				Annually	
PREVENTATIVE MAINTENANCE							
Remove accumulated sediment	x	x		x		Annually or as needed	
Remove floatables, dead vegetation and debris			x	x		Annually or as needed	
REMEDIAL ACTIONS							
Repair / stabilize areas of erosion			x	x		As Needed	
Structural repairs	x	x				As Needed	
Make adjustments / repairs to ensure proper functioning	x	x	x			As Needed	

SUMMARY:

INSPECTOR'S REMARKS: _____

OVERALL CONDITION OF SYSTEM: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

OUTLET CONTROL AND OVERFLOW STRUCTURES

DATE / TIME OF INSPECTION: _____
 INSPECTOR: _____

<u>MAINTENANCE TASKS AND SCHEDULE</u>	<u>SYSTEM COMPONENTS</u>				<u>FREQUENCY</u>	<u>COMMENTS</u>
	<u>Structures</u>	<u>Outlet Pipes</u>	<u>Rip Rap</u>	<u>Grates</u>		
<u>POST-CONSTRUCTION MAINTENANCE ACTIVITIES</u>						
<u>MONITORING / INSPECTION</u>						
Inspect for Sediment Accumulation	x	x	x		Annually	
Inspect for Floatables, dead vegetation and debris	x	x	x	x	Annually and after major rainfall	
Inspect for erosion			x		Annually	
Inspect all components during wet weather and compare to as-built plans*	x	x			Annually	
Inspect inside of structures and pipes for cracks spalling, joint failure, settlement, sagging and misalignment.	x	x			Annually	
<u>PREVENTATIVE MAINTENANCE</u>						
Remove accumulated sediment	x	x	x		Annually or as needed	
Remove floatables, dead vegetation and debris	x	x	x	x	Annually or as needed	
Replace or wash/clean stone filter jacket	x				Annually or as needed	
<u>REMEDIAL ACTIONS</u>						
Repair / stabilize areas of erosion			x		As Needed	
Structural repairs	x	x			As Needed	
Make adjustments / repairs to ensure proper functioning	x	x	x	x	As Needed	

* A civil engineer should be retained to observe basin operation

SUMMARY:

INSPECTOR'S REMARKS: _____

OVERALL CONDITION OF SYSTEM: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

SEDIMENTATION AND DETENTION BASINS

DATE / TIME OF INSPECTION: _____

INSPECTOR: _____

SYSTEM COMPONENTS	Riprap at Inlets	Overflow Spillway	Sideslopes & Banks	Buffer Strips	Basins	FREQUENCY	COMMENTS
MAINTENANCE TASKS AND SCHEDULE							
POST-CONSTRUCTION MAINTENANCE ACTIVITIES							
MONITORING / INSPECTION							
Inspect for Sediment Accumulation	x	x			x	Annually	
Inspect for Floatables, dead vegetation and debris	x	x	x	x	x	Annually and after major rainfall	
Inspect for erosion	x	x	x	x	x	Annually	
Inspect all components during wet weather and compare to as-built plans*	x	x			x	Annually	
Inspect for Invasive Plant Species			x	x	x	Annually	
PREVENTATIVE MAINTENANCE							
Remove accumulated sediment	x	x		x	x	Annually or as needed	
Remove floatables, dead vegetation and debris	x	x	x	x	x	Annually or as needed	
Professional application of herbicide for invasive species that may be present			x	x	x	Annually or as needed	
Repair Erosion and/or reseed bare areas	x	x	x	x	x	Annually or as needed	
REMEDIAL ACTIONS							
Repair / stabilize areas of erosion	x	x	x	x	x	As Needed	
Structural repairs	x	x				As Needed	
Make adjustments / repairs to ensure proper functioning	x	x			x	As Needed	
Excavate and reshape Sed. Basin after major sediment removal (once sediment accumulates to 6"-12" or re-suspension of sediment is observed)*					x	As Needed	

* A civil engineer should be retained to observe basin operation

SUMMARY:

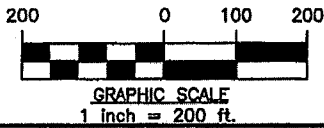
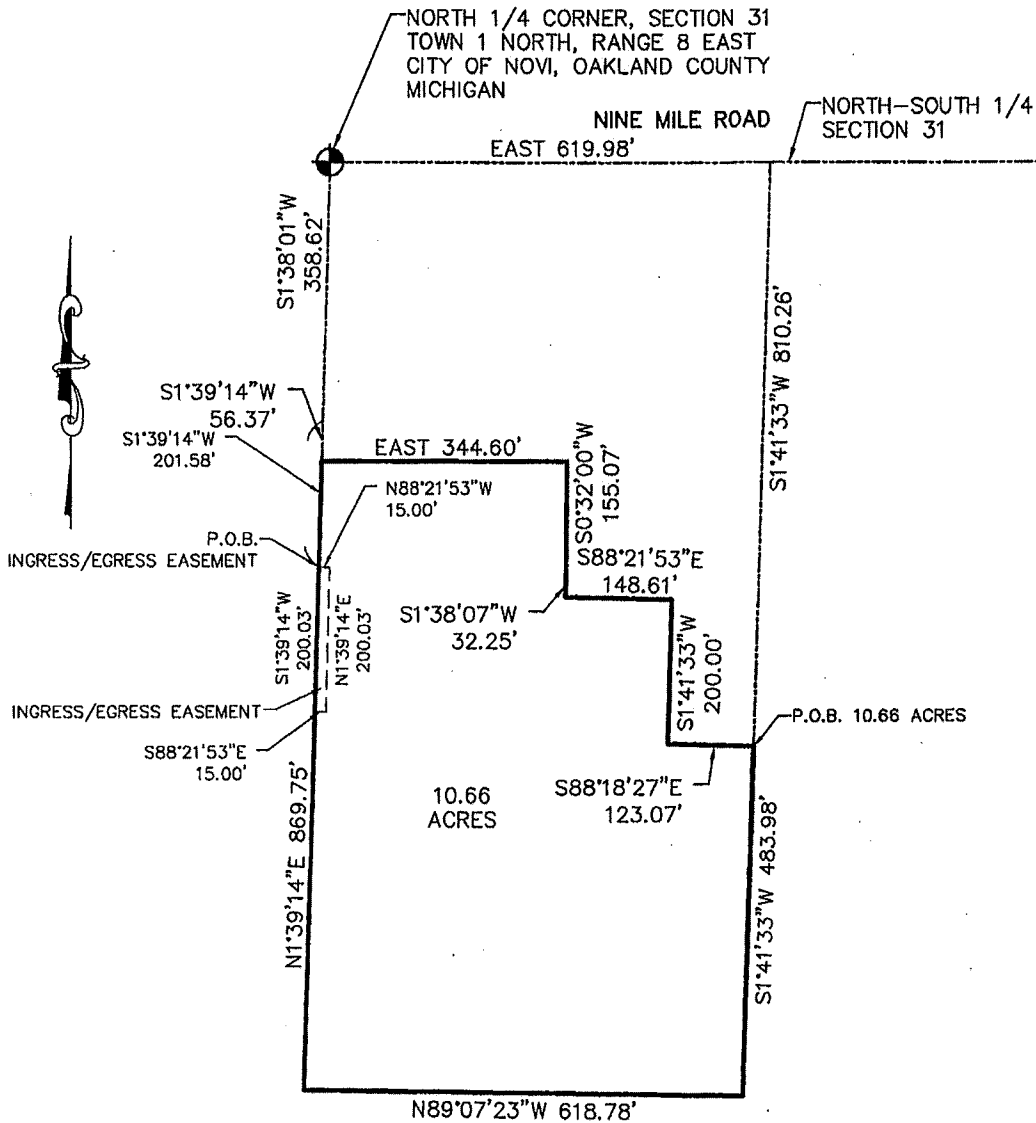
INSPECTOR'S REMARKS: _____

OVERALL CONDITION OF SYSTEM: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

EXHIBIT "C"
SKETCH OF INGRESS/EGRESS EASEMENT
 PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



NOTE:
 THIS SKETCH AND CORRESPONDING LEGAL DESCRIPTIONS
 ARE SUBJECT TO MUNICIPAL APPROVAL, STATE DIVISION LAWS
 AND LOCAL ORDINANCES. PARTS OF THIS DRAWING MAY NOT
 BE DRAWN TO SCALE FOR CLARITY PURPOSES.

CLIENT PPE OF NOVI, LLC	PROJECT NO. 13-008	FIELD BOOK 000
SCALE 1" = 200'	DATE 12-22-14	SHEET 1 OF 2
	DRAWN BY O.P.	CHECKED BY C.P.T.



FAZAL KHAN & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 43279 SCHOENHERR STERLING HEIGHTS, MI 48313
 PHONE (586) 739-8007 FAX (586) 739-6994
WWW.FAZALKHAN.COM

EXHIBIT "C"

SKETCH OF INGRESS/EGRESS EASEMENT

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

DESCRIPTION OF PROPERTY (PARK PLACE EAST)

PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE EAST 619.98 FEET; THENCE S01°41'33"W 810.26 FEET TO THE POINT OF BEGINNING; THENCE S01°41'33"W 483.98 FEET; THENCE N89°07'23"W 618.78 FEET; THENCE N01°39'14"E 869.75 FEET; THENCE EAST 344.60 FEET; THENCE S00°32'00"W 155.07 FEET; THENCE S01°38'07"W 32.25 FEET; THENCE S88°21'53"E 148.61 FEET; THENCE S01°41'33"W 200.00 FEET; THENCE S88°18'27"E 123.07 FEET TO THE POINT OF BEGINNING, CONTAINING 10.66 ACRES.

INGRESS/EGRESS EASEMENT

PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE S01°38'01"W 358.62 FEET; THENCE S01°39'14"W 201.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°39'14"W 200.03 FEET; THENCE S88°21'53"E 15.00 FEET; THENCE N01°39'14"E 200.03 FEET; THENCE N88°21'53"W 15.00 FEET TO THE POINT OF BEGINNING.

NOTE:
THIS SKETCH AND CORRESPONDING LEGAL DESCRIPTIONS ARE SUBJECT TO MUNICIPAL APPROVAL, STATE DIVISION LAWS AND LOCAL ORDINANCES. PARTS OF THIS DRAWING MAY NOT BE DRAWN TO SCALE FOR CLARITY PURPOSES.

CLIENT PPE OF NOVI, LLC	PROJECT NO. 13-008	FIELD BOOK 000
SCALE NO SCALE	DATE 12-22-14	SHEET 2 OF 2
	DRAWN BY O.P.	CHECKED BY C.P.T.

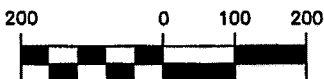
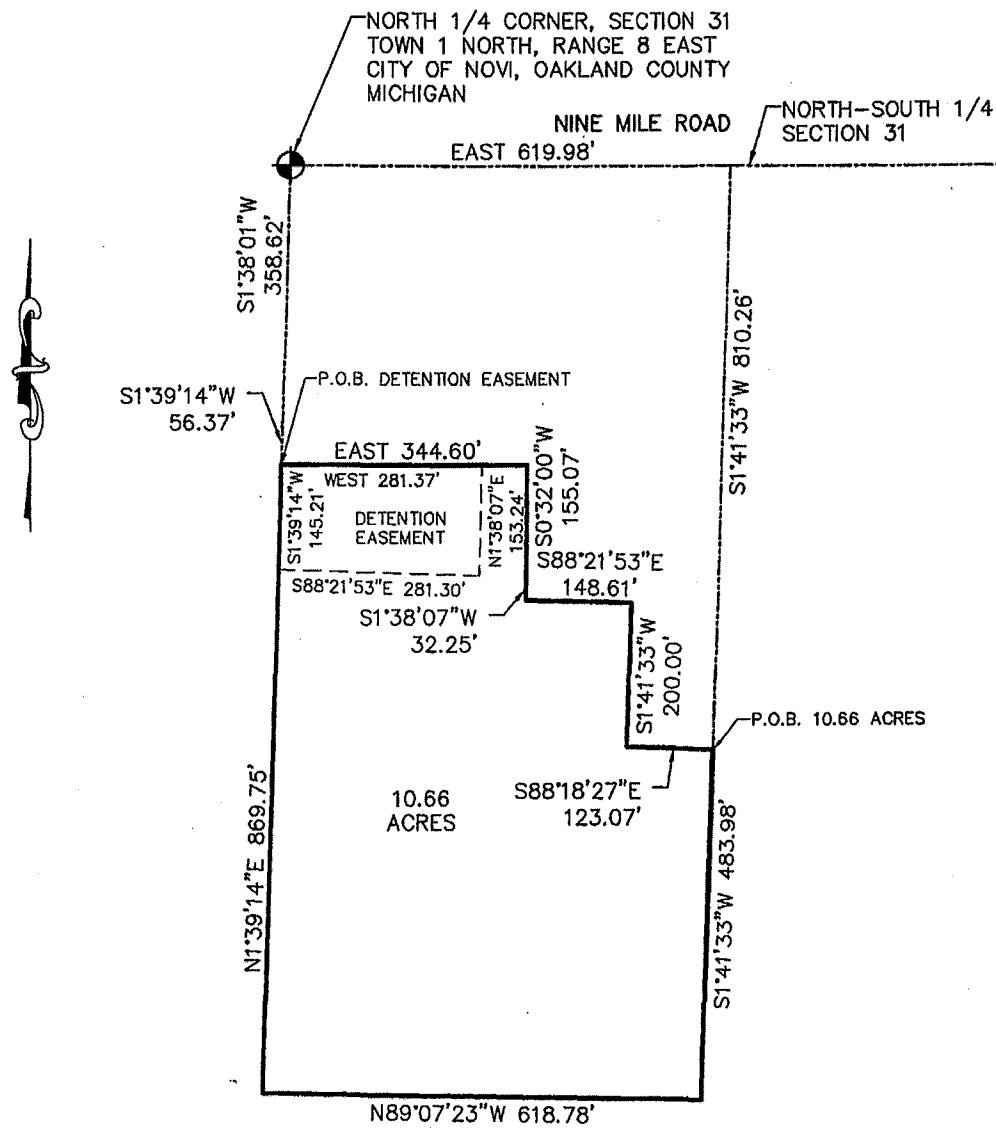


FAZAL KHAN & ASSOCIATES, INC.
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43279 SCHOENHERR STERLING HEIGHTS, MI 48313
PHONE (586) 739-8007 FAX (586) 739-6994
WWW.FAZALKHAN.COM

EXHIBIT "D"

SKETCH OF DETENTION EASEMENT

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



GRAPHIC SCALE
1 inch = 200 ft.

NOTE:
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AND LOCAL ORDINANCES. PARTS OF THIS DRAWING MAY NOT
BE DRAWN TO SCALE FOR CLARITY PURPOSES.

CLIENT PPE OF NOVI, LLC	PROJECT NO. 13-008	FIELD BOOK 000
SCALE 1" = 200'	DATE 12-22-14	SHEET 1 OF 2
	DRAWN BY O.P.	CHECKED BY C.P.T.



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EXHIBIT "D"

SKETCH OF DETENTION EASEMENT

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

DESCRIPTION OF PROPERTY (PARK PLACE EAST)

PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE EAST 619.98 FEET; THENCE S01°41'33"W 810.26 FEET TO THE POINT OF BEGINNING: THENCE S01°41'33"W 483.98 FEET; THENCE N89°07'23"W 618.78 FEET; THENCE N01°39'14"E 869.75 FEET; THENCE EAST 344.60 FEET; THENCE S00°32'00"W 155.07 FEET; THENCE S01°38'07"W 32.25 FEET; THENCE S88°21'53"E 148.61 FEET; THENCE S01°41'33"W 200.00 FEET; THENCE S88°18'27"E 123.07 FEET TO THE POINT OF BEGINNING, CONTAINING 10.66 ACRES.

DETENTION EASEMENT

PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE S01°38'01"W 358.62 FEET; THENCE S01°39'14"W 56.37 FEET TO THE POINT OF BEGINNING: THENCE CONTINUING S01°39'14"W 145.21 FEET; THENCE S88°21'53"E 281.30 FEET; THENCE N01°38'07"E 153.24 FEET; THENCE WEST 281.37 FEET TO THE POINT OF BEGINNING.

NOTE:
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CLIENT PPE OF NOVI, LLC	PROJECT NO. 13-008	FIELD BOOK 000
	DATE 12-22-14	SHEET 2 OF 2
SCALE NO SCALE	DRAWN BY O.P.	CHECKED BY C.P.T.



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