



CITY of NOVI CITY COUNCIL

Agenda Item G
April 22, 2014

SUBJECT: Approval of a Completion Agreement with REDWOOD-ERC NOVI, LLC for SP00-66 (aka JSP13-0064), the Fox Run Village project located north of Thirteen Mile Road and west of M-5, in accordance with the requirements of Chapter 26.5.

SUBMITTING DEPARTMENT: Community Development Department *UM*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

City Council is being asked to consider a request from REDWOOD-ERC NOVI, LLC to approve Completion Agreement for the Fox Run Village project. When completed the 102.8 acre site will offer retirement housing and care as well as dining, chapel, clubhouse and multi-use facilities for the residents. While planned to be completed in 4 phases, no individual phase was ever completed in its entirety. The Site Plan for the property recently received approval for minor modifications as well as rephasing of the entire project into more manageable portions. The rephasing along with the Completion Agreement will allow closeout of several of the new, smaller phases of the project while placing definitive completion dates on the roadway, utility and woodland tree replacement aspects of the project. While the project did not originally fall under the purview of Chapter 26.5, this agreement benefits the City with assurances of the above referenced completion of infrastructure and tree replacements while it benefits the developer by allowing closeout of some phases, issuance of final Certificates of Occupancy for the buildings within those phases and a net reduction in the financial guarantee amounts.

Chapter 26.5 of the Novi City Code specifies procedures and required financial guarantees that must be in place if development of a project extends beyond a period of two (2) years. A formal Completion Agreement document outlining the remaining work and timeline for completion is required to be submitted for approval by the City Council. Posting of financial guarantees typically equal to 200% of the value of the outstanding work is also required. The Completion Agreement and financial guarantees protect the residents of Novi from the possible expense if the City had to complete an unfinished project due to developer default or nonperformance.

As a condition of the Completion Agreement, REDWOOD-ERC NOVI, LLC, the successor developer, has agreed to provide assurances including provision of a performance guarantee in the amount of no less than 200% of the cost of the work to be completed. The City currently holds financial guarantees of \$1,524,265.00 in the form of letters of credit/cash/bonds.

The Completion Agreement requires a minimum Performance Guarantee of \$1,074,955.00 (allowing a significant reduction in the guarantee amount) and, generally, contemplates completion of the following:

- Completion of Site work for Phase 1 of the development prior to the issuance of any further certificates of occupancy, and in all events by September 1, 2014.
- Deposit of \$11,600 into the City's Tree Fund prior to release of any additional financial guarantees for the Development.
- Completion of site work for Phase 2 of the Development prior to the issuance of any additional certificates of occupancy within the Development, and in all events, before September 1, 2014.
- Provision of 660 woodland replacement credits for Phase 2 of the Development installed or deposited on a subphase basis prior to the issuance of the final certificate of occupancy for each subphase, and in all events by October 1, 2018. This requirement includes deposit of \$1,950 into the City's Tree Fund for woodland replacements attributable to subphases 2.0 and 2.2 prior to release of any additional financial guarantees for the Development and immediate deposit of \$106,275 (327 credits x \$325/credit) into the City's Tree Fund for woodland credits that will not be planted onsite for Phases 2.3 through 2.5 of the Development. In the event all remaining 333 credits are not installed by the October 1, 2018 completion date, the remaining credits shall also be placed into the City's Tree Fund.
- Installation, maintenance and completion of the removal of woodland protection fencing at the time of completion of site construction in Phase 2 of the Development as well as at commencement of work for all additional future sub-phases.
- Installation of street trees within Phase 2 of the Development prior to the issuance of the final certificate of occupancy within Phase 2 of the Development, and in all events, before October 1, 2015, whichever is earlier.
- Installation of all site landscaping, including all plant materials for Phase 2 of the Development on a subphase basis. Site Landscaping shall be completed prior to the issuance of the final certificate of occupancy within each subphase of Phase 2 of the Development.
- Installation of all required soil erosion and sedimentation controls and completion of repairs and maintenance of the soil erosion and sedimentation controls within the overall Development on an ongoing basis until issuance of the final certificate of occupancy for the Development.
- Completion of site work for Phase 4 of the Development prior to the issuance of any further certificates of occupancy within the Development, and in all events, before September 1, 2014.

- Deposit of \$4,400.00 into the City's Tree Fund prior to release of any additional financial guarantees for the Development.
- Installation of street trees within Phase 4 of the Development. The remaining street trees shall be installed before the issuance of the final certificate of occupancy within Phase 4 of the Development, and in all events, before October 1, 2015, whichever is earlier.
- Installation of all site landscaping for Phase 4 of the Development on a subphase basis. Site Landscaping shall be completed prior to the issuance of the final certificate of occupancy for each subphase within Phase 4 of the Development.

RECOMMENDED ACTION Approval of a Completion Agreement with REDWOOD-ERC NOVI, LLC for SP00-66 (aka JSP13-0064), the Fox Run Village project located north of Thirteen Mile Road and west of M-5, in accordance with the requirements of Chapter 26.5.

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

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



JOHNSON ROSATI SCHULTZ JOPPICH PC

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Elizabeth Kudla Saarela
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April 11, 2014

Charles Boulard, Director
CITY OF NOVI
Community Development
45175 W. Ten Mile Road
Novi, MI 48375

**RE: Fox Run Village
*Agreement for Completion and Maintenance of Improvements***

Dear Mr. Boulard:

Enclosed please find the proposed Agreement for Completion and Maintenance of Improvements for Fox Run Village as required by Chapter 26.5 of the City of Novi Code. The development was originally proposed with four phases and has been under construction since 2002. As you are aware, the City has recently approved a revised phasing plan which creates eleven subphases for the construction of the remaining buildings, associated parking and related amenities.

Construction has been on-going in multiple phases of the Development. Most of the improvements have been completed for Phase 1 of the Development. This Agreement for Completion and Maintenance of Improvements applies to Phases 1, 2 and 4, and subphases within those phases. For purposes of timing under Chapter 26.5 of the City of Novi Code of Ordinances, the Developer has not initiated the construction of improvements for Phase 3 and 5, and those phases are not included within the parameters of this Agreement. Phases 3 and 5 can be addressed separately at the time construction is initiated.

Generally, each phase is intended to stand on its own for purposes of completion. With respect to Phases 1, 2 and 4, City staff determined that it would be more efficient to address certain permits on an overall basis, and others on a subphase by subphase basis as each remaining building is constructed.

Generally, the incomplete improvements include onsite woodland replacement trees; removal of the woodland protection fencing at the time of completion of site construction; installation of all site landscaping; repairs and completion of all outstanding utility, pavement, curb and other incomplete site work; installation of onsite street trees; and, installation and maintenance of the soil erosion and sedimentation control and measures including stabilization for the duration of the project.

Charles Boulard, Community Development Director
April 11, 2014.
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Based on the similarity and interrelation of the remaining site utility work, the Agreement requires all site utility work for Phases 1, 2 and 4 to be completed at once, by September 1, 2014. Likewise, the permit for soil erosion and sedimentation control will be issued and administered as a single permit for the overall development.

Other site improvements such as landscaping cannot be completed until each building within each sub phase is constructed since it surrounds the structure. Therefore, the site landscaping for each building has no specific date for completion, but will be required to be installed within two years of the initial permit for each upcoming sub phase. Street trees can be installed independently from the buildings, however, and will be required to be completed before October 1, 2015.

With respect to woodlands, a hybrid approach to completion is proposed. All woodland replacement trees that could be installed within Phases 1 and 4 have been installed. The remaining required credits for replacement trees that did not fit onsite will be deposited into the City's Tree fund immediately. The Woodland Permits for Phases 1 and 4 will be closed out upon deposit. Any additional impacts to the woodlands resulting from the construction of future subphases will require a new woodland permit or permits.

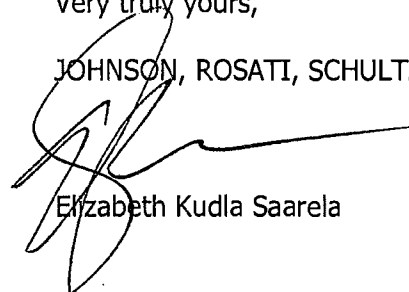
With respect to Phase 2, based on the proposed plans for replacement, it appears that approximately 333 trees can be replaced onsite. The remaining 327 credits will be immediately placed into the City's Tree Fund. The Woodland Permit for Phase 2 will be closed out after installation of the 333 trees is complete, and the amount deposited is reconciled with what was able to be placed on site. If woodland replacements are not installed by October 1, 2018, the financial guarantees for the remaining installations will be deposited into the City's Tree Fund. Alternatively, the Developer can request an extension for installation if not complete by 2018.

Based on all of the above, the proposed Agreement for Completion and Maintenance of Improvements is acceptable in the format proposed and meets with the requirements of Chapter 26.5.

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

Enclosures

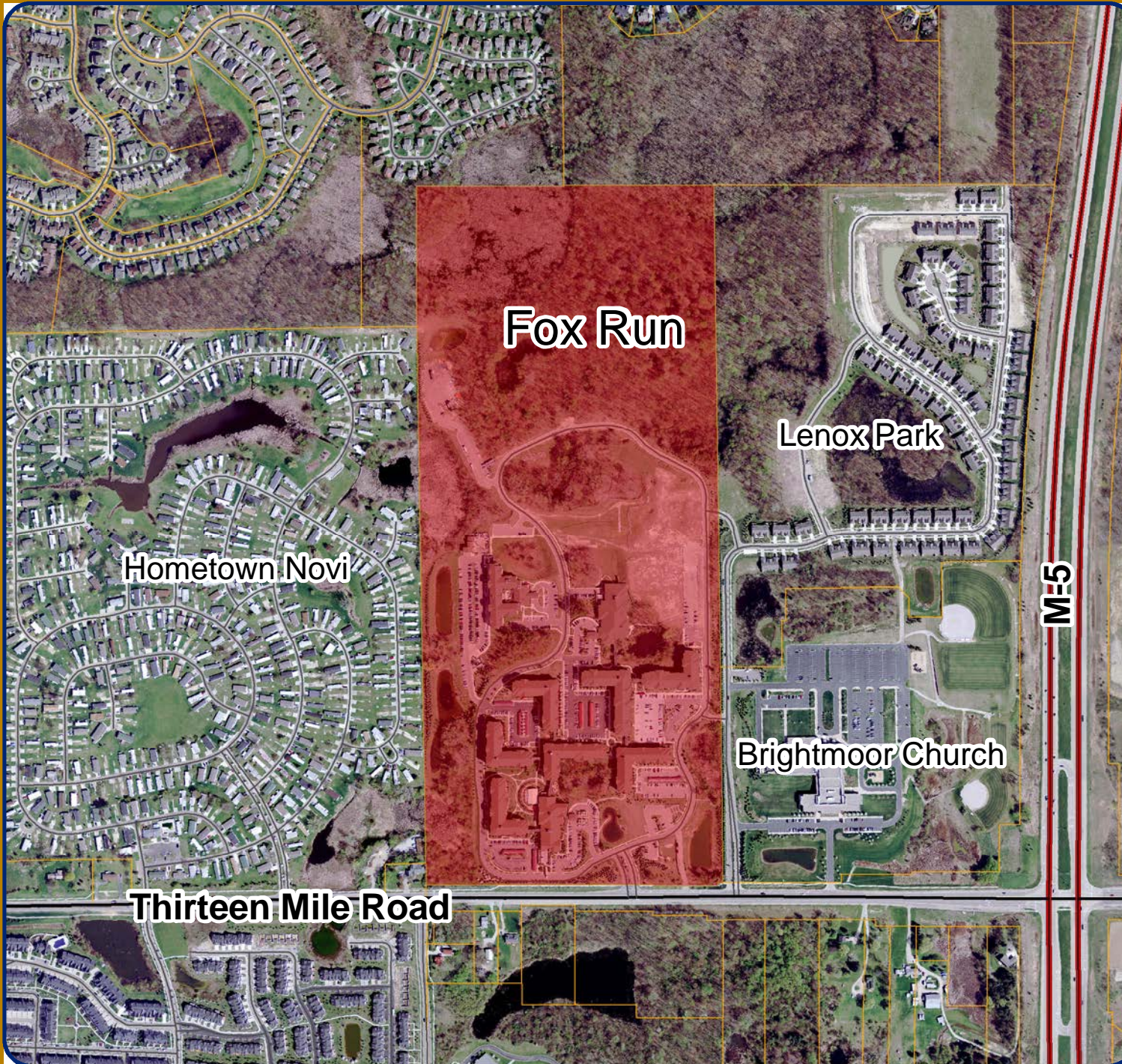
C: Maryanne Cornelius, Clerk (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Tom Walsh, Building Official (w/Enclosures)

Charles Boulard, Community Development Director
April 11, 2014.
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Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Adam Wayne, Construction Engineer (w/Enclosures)
Dave Beschke, Landscape Architect (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Ted Meadows, Spalding DeDecker (w/Enclosures)
James Wilhour, Erickson Living (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

Fox Run

Location



Map Legend

 Subject Property



City of Novi
Planning Division
Community Development Dept.
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Kristen Kapelanski
Date: 12-03-13
Project: Fox Run JSP13-64
Version #: 1.0

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.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

FOX RUN

**AGREEMENT FOR COMPLETION
AND MAINTENANCE OF IMPROVEMENTS**

AGREEMENT, dated _____, 2014, by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (“City”), and REDWOOD-ERC NOVI, LLC, a Maryland limited liability company, whose address is 701 Maiden Choice Lane, Baltimore, MD 21228 (“Developer”) who represents itself hereby as the owner and developer of the Property.

R E C I T A T I O N S:

Developer is the owner and developer of the land in the City of Novi, Oakland County, Michigan, described on the attached Exhibit A (the “Property”). The subject land has been approved for development as a retirement community to be constructed in five phases with sub-phases pursuant to the provisions of the City of Novi Zoning Ordinance (the “Development”).

As part of the approval process, the City granted site plan approval and Developer has agreed to develop the Property, and accordingly, to complete certain improvements, and to proceed with certain undertakings in compliance with applicable City Ordinances.

The Development was originally approved with four (4) phases. The original preliminary site plan has been modified and the phasing has been revised accordingly resulting in a total of eleven (11) subphases within certain phases. Construction of most of Phase 1, and portions of Phases 2 and 4 has been completed. Construction of Phase 3 and Phase 5 has included minimal activity of grading, stockpiling areas and installation of temporary parking areas for construction equipment and jobsite trailer. Except as otherwise set forth in this Agreement for Completion and Maintenance of Improvements, each subphase identified in the current approved phasing plan for the Development, as set forth in the attached and incorporated Exhibit B, shall stand on its own and all phases and subphases shall be subject to the requirements of Chapter 26.5 of the City of Novi Code of Ordinances.

Chapter 26.5, Section 26.5-5 (b) requires completion of actual construction and installation of all required improvements within two (2) years after the issuance of the initial permit for any improvements, or within six (6) months after a temporary occupancy permit has been issued for any structure on the property, whichever is shorter or occurs first. Initial permits for the Development were issued on the following dates; 2002 (Phase 1), June 23, 2004 (Phase 2) and March 10, 2006 (Phase 4). This Agreement sets forth dates and conditions for completion for Phases 1, 2, and 4 and corresponding subphases of the Development. Except with respect to the

completion of site work and utilities, the installation and maintenance of soil erosion controls, and the application of woodland financial guarantees, as set forth in this Agreement, all improvements within subphase of the Development shall be completed within two years from the initial permit issued with respect to each subphase of the Development as required by Chapter 26.5. Because the development remains incomplete Developer is requesting an additional extension with respect to the completion of improvements for Phases 1, 2 and 4 for reasons other than delays resulting from weather conditions and/or approvals/permits from outside regulatory agencies. Developer must request an extension from City Council and must provide a written completion agreement, together with a revised performance guarantee, pursuant to Section 26.5-12 of the City of Novi Code of Ordinances.

Consistent with all applicable laws and ordinances, more particularly Chapter 26.5 of the City of Novi Code of Ordinances, to obtain an extension with respect to completion of improvements, the Developer has offered to provide, and the City is willing to accept, certain assurances to the City that such improvements relating to the Development will be properly completed and maintained pursuant to a schedule. Such assurances include providing a performance guarantee in an amount no less than two hundred (200) percent of the cost of the work to be completed, and a schedule, for completion and maintenance of the improvements for the Development.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose of Agreement

The City and the Developer enter into this Agreement for the purpose of extending the completion time for certain required improvements within Phases 1, 2 and, 4 ensuring that certain improvements for the Development will be completed and maintained pursuant to all approvals granted by the City and all applicable laws and ordinances, and that such completion and maintenance occur on a timely basis, in accordance with a schedule approved by City Council.

2. Performance Guarantee Posted

Prior to or with the execution of this Agreement, the Developer has provided, or does provide, to the City, performance guarantees in the total amount of \$1,074,955.00 to guarantee completion and maintenance of improvements for the Development, as estimated and itemized in Paragraph 3, below. Such performance guarantee funds have been posted in the form of irrevocable Letter of Credit Nos. _____ issued by _____ ("Bank"), to guarantee completion and maintenance of improvements for the Development, as itemized in Paragraph 3, below, for an initial period of two (2) years, and shall provide by its terms that it shall, and shall be renewed by the Developer for successive periods of two (2) years subject to termination by 60 days advanced, written notice by Bank to the City's Assistant Finance Director as follows. As a condition to the termination of the effectiveness of the letter of credit, Bank shall be required to provide to the office of the City's Assistant Finance Director, with 60 days advanced written notice, a statement that the letter of credit shall terminate at the end of the 60 day period. Such notice shall be required regardless of the stated termination date of any other

documentation. Prior to the date of termination, the letter of credit shall at all times be effective and payable according to its terms.

3. Items of Improvement and Maintenance

The items of improvements and maintenance included within this Agreement, and the estimated cost of completion and ongoing maintenance, are set forth below:

<u>Phase 1</u>	
a. Incomplete Site Work:	\$ 100,300.00
b. Woodlands:	\$ 11,600.00 ¹
Phase 1 Subtotal:	\$ 100,300.00
<u>Phase 2</u>	
c. Incomplete Site Work	\$ 34,650.00
d. Woodlands	\$ 108,225.00
	\$ 108,225.00 ²
e. Woodland Fence	\$ 6,220.00
f. Street Trees	\$ 26,400.00
g. Landscape:	\$ 189,850.00
h. Soil Erosion	\$ 23,925.00 ³
Phase 2 Subtotal:	\$365,345.00
<u>Phase 4</u>	
i. Incomplete Site Work	\$ 10,000.00
j. Woodlands	\$ 4,400.00 ⁴
k. Street Trees:	\$ 400.00
l. Landscape:	\$ 49,470.00
Phase 4 Subtotal:	\$ 59,870.00
Subtotal for all Phases:	<u>\$525,515.00</u>
200% Multiplier:	x 2
	\$1,051,030.00
	+
	\$ 23,925.00
Total Financial Guarantee:	<u>\$1,074,955.00⁵</u>

¹ To be deposited into City Tree Fund – Not included in Total Financial Guarantee

² To be deposited into City Tree Fund – Not included in Total Financial Guarantee

³ Not doubled per Ordinance – Overall permit for entire development

⁴ To be deposited into City Tree Fund – Not included in Total Financial Guarantee

⁵ The City of Novi currently holds performance guarantees in the amount of \$1,524,265.00 (including a Maintenance and Guarantee Bond in the amount of \$3,560.00 that is not applicable to the amounts set forth above) that may be used to satisfy the obligations set forth herein and reduced to the extent they exceed the guarantees currently required. Modification or replacement of the current performance guarantee documents may be required for consistency with the requirements set forth in this Agreement.

4. Completion and Maintenance of Improvements: Schedule and Requirements

Each of the Improvement Items listed in Paragraph 3, above, shall be completed and maintained by the Developer, at its expense, pursuant to all final approvals granted by the City and all applicable laws and ordinances, according to the following schedule:

- a. Improvement Item 3a contemplates and includes completion of site work for Phase 1, as set forth in the attached and incorporated Exhibit C for Phase 1. Improvement Item 3a, above shall be completed prior to the issuance of the any further certificates of occupancy within the Development, and in all events, before September 1, 2014. Improvement Item 3a requires the submittal of construction inspection fees for Phase 1 of the Development in the additional estimated amount of \$19,635.00 (includes administrative costs) prior to the issuance of any additional building permits within the Development.
- b. Improvement Item 3b contemplates and includes deposit of \$11,600 into the City's Tree Fund prior to release of any additional financial guarantees for the Development.
- c. Improvement Item 3c contemplates and includes completion of site work for Phase 2 of the Development, as set forth in the attached and incorporated Exhibit C for Phase 2. Improvement Item 3c, above shall be completed prior to the issuance of any additional certificates of occupancy within the Development, and in all events, before September 1, 2014. Improvement Item 3c requires the submittal of construction inspection fees for Phase 2 of the Development in the additional estimated amount of \$11,385.00 (includes administrative costs) prior to the issuance of any additional building permits within the Development.
- d. Improvement Items 3d requires the provision of 660 woodland replacement credits (either trees or deposit to Tree Fund) for Phase 2 of the Development, which includes subphases 2.0, 2.1, 2.2, 2.3, 2.4 and 2.5. Woodland replacement shall be installed on a subphase by subphase basis, provided that all required trees are installed or deposit is made to the Tree Fund prior to the issuance of the final certificate of occupancy for each subphase of Phase 2. With respect to woodland replacement credits for Phase 2 of the Development, all woodland replacements trees shall be installed on or before October 1, 2018, or alternatively, equivalent amounts shall be deposited into the City's Tree Fund. Improvement 3d contemplates and includes the deposit of \$1,950 into the City's Tree Fund for woodland replacements attributable to subphases 2.0 and 2.2 prior to release of any additional financial guarantees for the Development. Additionally, Improvement Item 3d contemplates and includes that \$106,275 (327 credits x \$325/credit) shall be

deposited into the City's Tree Fund for woodland credits that will not be planted onsite for Phases 2.3 through 2.5 of the Development. For two (2) years from the date of completion of the installation of all such woodland replacement trees installed as part of the Development, Owner shall, under this Agreement, maintain the replacement trees, which maintenance shall include the replacement of any dead, substantially dead, diseased or removed trees during such two (2) year period. The total financial guarantee includes the posting of an appropriate bond amount pursuant to the applicable City Ordinance, to guarantee replacement of any dead, substantially dead, diseased or removed woodland replacement trees during the two (2) year period following installation of the trees.

- e. Improvement Item 3e contemplates and includes the installation, maintenance and completion of the removal of woodland protection fencing at the time of completion of site construction in Phase 2 of the Development. Prior to the start of construction in the remaining sub-phases, the Developer must request a woodland tree fence staking and installation inspection with the City's woodland consultant for review and approval.
- f. Improvement Item 3f contemplates and includes the installation of street trees within Phase 2 of the Development. The remaining street trees shall be installed before the issuance of the final certificate of occupancy within Phase 2 of the Development, and in all events, before October 1, 2015, whichever is earlier. For two (2) years from the date of completion of the installation of all such trees installed as part of the Development, Developer shall, under this Agreement, maintain the trees that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased, or removed trees during such two (2) year period. The City shall retain an appropriate amount to guarantee the replacement of dead, substantially dead, diseased or removed trees during the two (2) year period following the installation of the trees.
- g. Improvement Item 3g contemplates and includes the installation of all site landscaping, including all plant materials for Phase 2 of the Development on a subphase by subphase basis. Site Landscaping shall be completed prior to the issuance of the final certificate of occupancy within each subphase of Phase 2 of the Development. Upon completion of each subphase of the Development, the City reserves the right to retain financial guarantees sufficient to guarantee outstanding landscaping required for the remainder of Phase 2 based on the cost of landscaping materials at the time of the requested reduction. For two (2) years from the date of completion of the installation of all such landscape plantings installed as part of the Development, Owner shall, under this Agreement, maintain the landscape plantings that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased or removed landscape plantings during such two (2) year period. The total financial guarantee includes the posting of an appropriate bond amount pursuant to the

applicable City Ordinance, to guarantee replacement of any dead, substantially dead, diseased or removed site landscaping during the two (2) year period following installation.

- h. Site Improvement Item 3h contemplates and includes without limitation, (i) the immediate installation of all required soil erosion and sedimentation controls; and (ii) completion of repairs and maintenance of the soil erosion and sedimentation controls within the overall Development on an ongoing basis until issuance of the final certificate of occupancy for the Development. Developer shall renew and keep the Soil Erosion Permit current. Developer shall obtain a single soil erosion control permit for the overall Development. Nothing herein shall limit the City's remedies for violation of the City's Soil Erosion and Sedimentation Control Ordinance. Developer shall pay inspection fees in the amount of \$8,280.00 prior to the issuance of any additional permits for the Development.
- i. Improvement Item 3i contemplates and includes completion of site work for Phase 4 of the Development, as set forth in the attached and incorporated Exhibit C for Phase 4. Improvement Item 3i, above shall be completed prior to the issuance of any further certificates of occupancy within the Development, and in all events, before September 1, 2014. Improvement Item 3i requires the submittal of construction inspection fees for Phase 4 of the Development in the additional estimated amount of \$4,961.00 (includes administrative costs) prior to the issuance of any additional building permits within the Development.
- j. Improvement Item 3j contemplates and includes deposit of \$4,400.00 into the City's Tree Fund prior to release of any additional financial guarantees for the Development.
- k. Improvement Item 3k contemplates and includes the installation of street trees within Phase 4 of the Development. The remaining street trees shall be installed before the issuance of the final certificate of occupancy within Phase 4 of the Development, and in all events, before October 1, 2015, whichever is earlier. For two (2) years from the date of completion of the installation of all such trees installed as part of the Development, Developer shall, under this Agreement, maintain the trees that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased, or removed trees during such two (2) year period. The City shall retain an appropriate amount to guarantee the replacement of dead, substantially dead, diseased or removed trees during the two (2) year period following the installation of the trees.
- l. Improvement Item 3l contemplates and includes the installation of all site landscaping, including all plant materials for Phase 4 of the Development on a subphase by subphase basis. Site Landscaping shall be completed prior to

the issuance of the final certificate of occupancy for each subphase within Phase 4 of the Development. Upon completion of each subphase of the Development, the City reserves the right to retain financial guarantees sufficient to guarantee outstanding landscaping required for the remainder of Phase 4 based on the cost of landscaping materials at the time of the requested reduction. For two (2) years from the date of completion of the installation of all such landscape plantings installed as part of the Development, Owner shall, under this Agreement, maintain the landscape plantings that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased or removed landscape plantings during such two (2) year period. The total financial guarantee includes the posting of an appropriate bond amount pursuant to the applicable City Ordinance, to guarantee replacement of any dead, substantially dead, diseased or removed site landscaping during the two (2) year period following installation.

5. City Authority to Complete and/or Maintain.

In the event Developer has failed to complete and/or maintain the improvements itemized in Paragraph 3, above, within the time periods and in the manner specified in this Agreement, and, provided the City has given the Developer 30 days' notice of the failure to timely complete and/or maintain and Developer has not completed and/or maintained all of such improvements within said 30 days, or has not begun such completion or maintenance within said 30 days period if such completion or maintenance cannot be finalized within 30 days, the City shall have the authority, but shall not have the legal obligation, to take one or more of the following actions:

(a) The City may draw the funds from the letter of credit or other securities posted and enter upon the Development through its officials, employees, agents, and/or contractors and complete and/or maintain the improvements, or restore the Property or areas disturbed by the Development. In such event, all costs and expenses incurred shall be paid from the proceeds of the funds drawn on the letter of credit or otherwise obtained from the performance guarantee posted. Any amounts of unused proceeds of the performance guarantee shall be returned to Developer, or otherwise be credited, as the case may be. Developer, and all of Developer's officers, employees, consultants and agents, shall be obligated to act and work in cooperation with the City to bring about completion and/or maintenance of the improvements as contemplated in this Agreement, or restoration, and shall provide the City with all drawings, contracts, documentation, public and private correspondence, agreements and other materials relating to any such improvements, restoration and/or maintenance. Notwithstanding other provisions to the contrary, in the event the City receives a notice of termination from Bank with regard to the letter of credit, or from any other securing party as to the performance guarantee posted pursuant to this Agreement, and the improvements and/or maintenance itemized in Paragraph 3, above, have not been completed or fulfilled as required by this Agreement, the City shall be entitled to immediately draw the funds from the letter of credit or other performance guarantee posted, without notice to Developer, and proceed as specified in this paragraph.

(b) The City may, but is not required to, initiate a lawsuit for purposes of enforcing and achieving full compliance with the terms and provisions of this Agreement. In the event that the City is awarded relief in such suit, the Developer shall pay all court costs, expenses and reasonable actual attorney fees incurred by the City in connection with such suit.

(c) City Council may, in its discretion, grant Developer additional time beyond the time periods reference in Paragraph 4.

6. Additional Liability

Developer shall also be liable for any costs and expenses incurred by the City in excess of the amounts posted by the Developer under this Agreement as well as any costs and expenses, including reasonable attorney fees, incurred by the City in any action and/or litigation to enforce or collect such funds and/or to otherwise restore the property and/or secure completion and/or maintenance of the improvements itemized in Paragraph 3, above, pursuant to the terms of this Agreement, in the event the City obtains any relief as a result of such lawsuit. The liability of Developer in such regard, if unpaid after 30 days of a billing sent to Developer at its last known address, may be secured by the City recording a lien on the Property, effective as of the date the City is authorized to proceed with the completion and/or maintenance of improvements, or restoration, as provided in this Agreement, and all such 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 also be collected by suit initiated against the Developer, and in the event the City is awarded relief in such suit, the Developer shall pay all court costs, expenses and reasonable actual attorney fees incurred by the City in connection with such suit.

7. Rebate or Reduction of Performance Guarantee

The City shall not release a performance guarantee until (1) all fees that are due to the City have been paid; (2) a maintenance guarantee has been posted, if applicable; (3) inspection of the development site has been performed when required; (4) expired permits have been renewed; and (5) the City has determined that the conditions and requirements of the permit/approval otherwise specified in the performance guarantee have been met and final approval of same has been granted.

The City may, after performing a site inspection at the written request of an applicant, rebate or reduce portions of a performance guarantee upon determination by the City, in its sole discretion, that the improvements and/or actions for which that performance guarantee was posted have been satisfactorily completed in accordance with the approved plans, any temporary certificate of occupancy, and all other applicable laws, regulations, and ordinances. At no point shall the amount of the performance guarantees held by the city be less than two hundred (200) percent of the cost to complete the remaining required improvements on the property. The applicant is responsible for the actual cost of inspections requested pursuant to this section.

8. Binding Effect

This Agreement shall run with the land constituting the property described on Exhibit A and shall be binding upon and inure to the benefit of the City and Developer and to their respective heirs, successors, assigns and transferees.

9. Developer's Warranty on Ownership

Developer hereby warrants that it is the owner of the Property described on attached Exhibit A has the full authority to execute this Agreement.

10. Delay in Enforcement

A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement.

11. Severability

Each covenant, requirement, obligation and provision contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event one or more of the covenants, requirements, obligations or provisions shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining covenants, requirements, obligations and provisions shall nevertheless remain in full force and effect.

12. Lawful Document

Developer and City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of Michigan and the United States of America. Developer has offered and agreed to complete the on-site and off-site improvements, at its cost and expense, as specified in this Agreement. Developer has offered and agreed to complete such improvements, and to proceed with other undertakings and obligations as set forth in this Agreement in order to protect the public health, safety and welfare and provide material advantages and development options for the Developer, all of which improvements and obligations Developer and the City agreed were roughly proportional to the burden imposed and necessary in order to ensure that public services and facilities necessary for or affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally and economically desirable manner, and to achieve other reasonable and legitimate objectives of the City and Developer, as authorized under applicable City ordinances and the Home Rule City Act, MCL 117.1, et seq. Furthermore, Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, condition, obligations, and

requirements of this Agreement are clearly and substantially related to the burdens to be created by the development of the Property, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety, and general welfare.

13. Applicable Law

This Agreement shall be interpreted and construed in accordance with Michigan law, and shall be subject to enforcement only in Michigan courts.

14. Current and Future Owners and Developers.

As used in this Agreement, the term "Developer" shall mean and include the undersigned party designated herein as owner of the Property, as well as all future and successor persons and entities that become owners and developers of all or any portion of the Development property in the future until such time as all phases of the Development have been completed and approved, excluding residential home owners.

15. Headings.

The headings contained herein are for the convenience of the parties and are not to be used in construing or interpreting this Agreement.

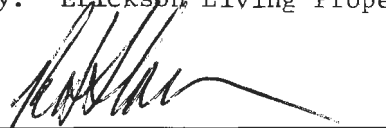
16. Effective Date.

This Agreement is deemed effective as of the date first written above.

"DEVELOPER"

REDWOOD-ERC NOVI, LLC, a Maryland limited liability company

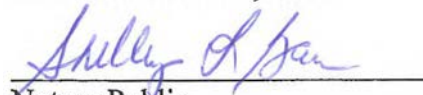
By: Erickson Living Properties, LLC, Member



By: Its: Senior Vice President, Development

Maryland)
STATE OF MICHIGAN)
Anne Arundel)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledges before me this 15th day of April, 2014, by Richard Slosson, as the Senior VP of Erickson Living Properties, LLC, the member of Redwood-ERC Novi, LLC.


Notary Public
Oakland County, Michigan Anne Arundel County, Maryland
My Commission Expires: 11/17/17

“CITY”:
CITY OF NOVI
a Michigan municipal corporation

BY: _____
Robert J. Gatt, Mayor

BY: _____
Maryanne Cornelius, Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

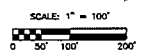
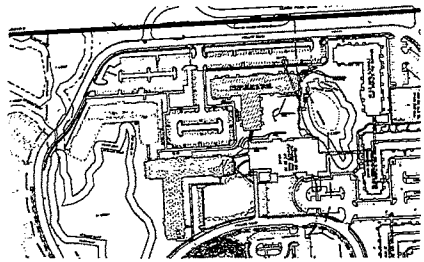
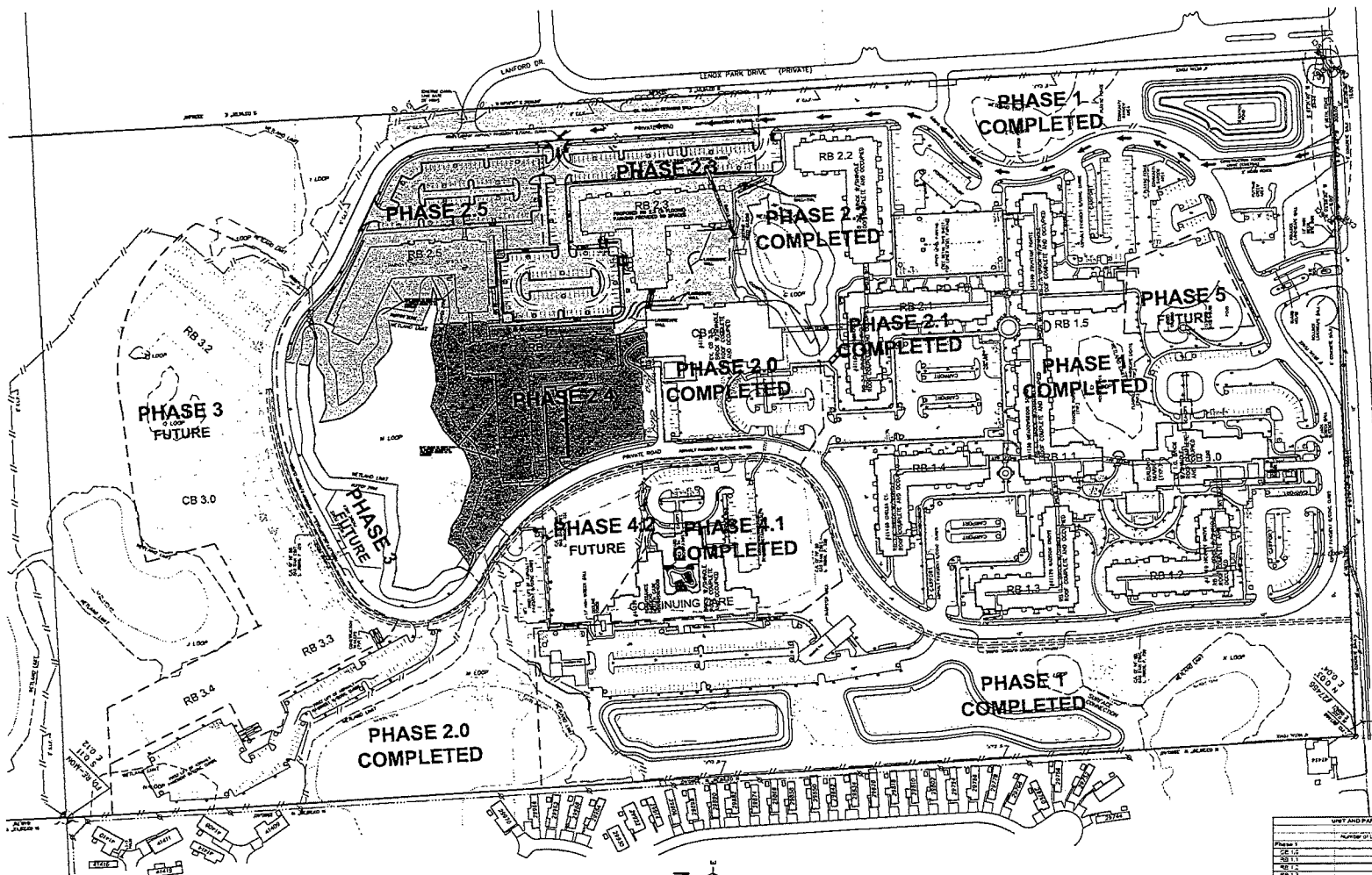
The foregoing Agreement was acknowledged, signed and sworn to before me on this _____ day
_____, 2014, by Robert J. Gatt, Mayor and Maryanne Cornelius, Clerk of the City of
Novi.

Notary Public
_____ County, Michigan
My Commission Expires: _____

EXHIBIT A
PROPERTY DESCRIPTION

T1N, R8E, SEC 1 PART OF W 1/2 OF SEC BEG AT PT DIST N 03-28-39 W 60.01 FT FROM SW SEC COR, TH N 03-28-39 W 2590.40 FT, TH N 02-28-35 W 649.69 FT, TH N 87-21-41 E 682.69 FT, TH N 03-11-10 W 2.24 FT, TH N 87-19-27 E 693.69 FT, TH S 03-16-01 E 3236.69 FT, TH S 87-31-40 W 25.33 FT, TH S 02-28-20 E 15 FT, TH S 87-31-40 W 300 FT, TH N 02-28-20 W 5 FT, TH S 87-31-40 W 1050.40 FT TO BEG 102.82 A1-11-02 FR 001,003,007&009

**EXHIBIT B
PHASING PLAN**



SCALE: 1" = 100'

DENSITY CALCULATION TABLE

Unit Type	Number of Rooms	Site Acres Req'd per Unit	Number of Units	Net Site Area Req'd
Studio	1	700	20	14,000
One Bedroom	1,400	422	422	649,000
One Bedroom + Den	2,100	172	2,100	361,200
Two Bedroom	3	823	823	1,770,300
Two Bedroom + Den	4	2,000	19	53,200
Totals			1,497	2,604,200

Avail. Living Unit	n/a	1,900	192	288,000
Special Purpose Unit	n/a	1,900	198	372,000
			390	660,000

Total Site Area Required = 3,389,200
 Total Site Area Available = 3,764,107
 102.817 Acres = 16,403 Acres Required (w/holds over 2 Acres = 86,412 Acres)

PARKING PROVIDED SUMMARY

	Standard	Barrier Free - Car	Barrier Free - Van
Phase 1	481	17	0
Phase 2	522	19	0
Phase 3	247	16	4
Phase 4	461	4	1
Phase 5	20	1	1
Staff	366	0	0
Total	1994	40	16

SITE DATA

	PER ORDINANCE	PROVIDED
MAXIMUM BUILDING HEIGHT	5 STORIES / 60'	3 STORIES / 45'
MAXIMUM BUILDING LENGTH	300'	120'
FRONT YARD SETBACK	50'	150'
SIDE YARD SETBACK	75'	90'
REAR YARD SETBACK	75'	750'
OPEN SPACE AREA	317,800 S.F.	OVER 317,800 S.F.
CIRCULAR DRIVEWAY AREA	507,712 S.F.	507,712 S.F.
MAXIMUM LOT COVERAGE	25%	102,362 S.F.
PAVEMENT AREA		102,362 S.F.

UNIT AND PARKING DATA BY PHASE

PHASE	NUMBER OF UNITS	PER 1000 SQ. FT. OF FLOOR AREA	STAFF PARKING
Phase 1	25	25	0
RB 1.1	100	77	0
RB 1.2	90	75	0
RB 1.3	113	85	0
RB 1.4	171	84	0
RB 1.5	176	90	0
Total	545	834	0
Phase 2	22	22	0
RB 2.1	100	77	0
RB 2.2	90	75	0
RB 2.3	99	75	0
RB 2.4	120	80	0
RB 2.5	120	80	0
Total	543	834	0
Phase 3	22	22	0
RB 3.1	120	80	0
RB 3.2	120	80	0
RB 3.3	120	80	0
RB 3.4	120	80	0
Total	378	296	0
Phase 4	130	48	0
AVAIL. LIVING UNITS	130	48	0
SALES OFFICES UNITS	198	50	0
Total	298	48	0
Phase 5	35	35	0
Staff	367	367	0
Staff Parking	367	367	0
Phasing Grand Total	1934	1934	162

KREBS & WILSON
 LANDSCAPE ARCHITECTS, INC.
 1075 WOODLAND LANE, SUITE 100, ANN ARBOR, MI 48106
 734-769-1100

ZEMET WÓJNIAK
 Civil Engineers & Land Surveyors
 1000 GRAND AVENUE, SUITE 100
 ANN ARBOR, MICHIGAN 48106
 P: (248) 939-9900 F: (248) 939-9902 www.zemet.com

Lantz-Boggio Architects, P.C.
 5650 O'Connell Blvd, Suite 200 | Englewood | CO 80111
 Ph: 303.773.0008 | Fax: 303.773.0009

Erickson Living
 701 Madison Center Lane
 Baltimore, MD 21225
 Project Manager: James L. Erickson | CO 08111
 (443) 365-2155
 james.erickson@erickson.com

FOX RUN
 NOVI, MICHIGAN

THREE PILL
 11000 WOODLAND LANE
 ANN ARBOR, MI 48106
 CALL: THE ARCH
 DECISION
 1-800-462-7171

Project: Fox Run
 Location: Novi, Michigan
 Section: 1

Sheet: PHASE 2 FINAL SITE PLAN
OVERALL SITE PHASING PLAN

Date: 01-14-14
 Scale: 1"=100'

Owner: 01-14-14 OWNER
01-22-14 FINAL SITE PLAN

Sheet Number: **C103**

EXHIBIT C
SITE WORK LISTS

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SPALDING DEDECKER ASSOCIATES, INC.
 905 South Boulevard East
 Rochester Hills, MI 48307
 Phone: (248) 844-5400 Fax: (248) 844-5404



PUNCH LIST

Day & Date	October 5, 2010	Project #	NV10-223	Sheet 1 of 2
Client	City of Novi	Design Engineer		
Project Name	Fox Run Village Phase I			
Contractor		Technician	Ted Meadows	

Item	Non-Conformance Issues	Date Corrected
1.	Catch Basins: 75, 76, 76A, 76B, 77, 82, 84, 99, 86A, 86, 87, 88, 88A, 119, 89, 120, 120A, 91, 110, 115, 123, 93, 94, 95, 96, 61, 52, 53, 125, 127, 131, 132, 130, 136, 149, 155A, 161, 18, 36, 16, 33, 14, 39, 37, 9, 8, 7, 47, 48, 50, <ul style="list-style-type: none"> Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	50*750= \$37,500
2.	Catch Basins: 76A, 76B, 149, 131, 132, <ul style="list-style-type: none"> Replace existing casting with EJIW 7045 High Back Casting in order to center casting over structure in existing curb. 	5*1000=\$5,000
3.	Catch Basins: 156, 51, 140, 139, 5 <ul style="list-style-type: none"> Point and tuck casting and adjustment. 	5*250=1250
4.	Catch Basin 155 <ul style="list-style-type: none"> Remove cover for inspection. 	1000
5.	Catch Basin: 148 <ul style="list-style-type: none"> Remove silt sack to provide ability to inspect structure. 	1000
6.	Catch Basin 77, 117 <ul style="list-style-type: none"> Clean bottom of structure. 	2*200=400
7.	Catch Basin 86A, 111, 112, 116, 97, 54, 21 <ul style="list-style-type: none"> Point and tuck around roof drain. 	7*200=1400
8.	Catch Basin 207 <ul style="list-style-type: none"> Locate and expose for inspection. 	1000
9.	Catch Basin 85 <ul style="list-style-type: none"> Point and tuck around roof drain. Point and tuck casting and adjustment. 	200
10.	Catch Basin 88, 118, 46 <ul style="list-style-type: none"> Point and tuck around roof drain. Clean debris from bottom. 	3*200=600
11.	Catch Basin 114 <ul style="list-style-type: none"> Point and tuck casting and adjustment. Cut back roof drain. 	200
12.	Catch Basins 88 and 88A <ul style="list-style-type: none"> Relocate and align curbs to fit location of recentered castings. Recenter castings and remove castings from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	2*950=1900

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13.	<p>Catch Basin 92</p> <ul style="list-style-type: none"> • Recenter and remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	750
14.	<p>Catch Basin 121, 58, 96A, 102, 103, 124, 126, 137, 12, 17, 20, 32, 41A, 45</p> <ul style="list-style-type: none"> • Point and tuck around roof drain. • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	14*750=10500
15.	<p>Catch Basin 113</p> <ul style="list-style-type: none"> • Provide EJIW 1040 Casting • Point and tuck around roof drain. 	1000
16.	<p>Catch Basin 59</p> <ul style="list-style-type: none"> • Reset cone. • Point and tuck around roof drain. 	1500
17.	<p>Catch Basin 57</p> <ul style="list-style-type: none"> • Point and tuck around roof drain. • Provide EJIW 1040 type B 16 hole cover. 	1000
18.	<p>Catch Basin 100</p> <ul style="list-style-type: none"> • Expose for inspection. Covered by car. 	1000
19.	<p>Catch Basin 101</p> <ul style="list-style-type: none"> • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. • Provide new casting. 	1000
20.	<p>Catch Basin 133, 134, 23, 105</p> <ul style="list-style-type: none"> • Point and tuck around roof drain. • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. • Clean bottom of structure. 	4*1000=4000
21	<p>Catch Basin 133, 134, 23, 105, 22, 13, 42, 42A, 43, 43A, 68, 173A, 40, 39A, 66, 66A, 65, 64, 63, 62</p> <ul style="list-style-type: none"> • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. • Clean bottom of structure. 	20*1000=20,000
22.	<p>Catch Basin 20</p> <ul style="list-style-type: none"> • Cut lift cables. • Point and tuck casting and adjustment. 	200
23.	<p>Catch Basin 15</p> <ul style="list-style-type: none"> • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. • Remove silt sack for inspection. 	750
24.	<p>Catch Basin 38, 11</p> <ul style="list-style-type: none"> • Expose for inspection. • Raise casting to grade. 	4*1000=4000
25.	<p>Catch Basin 41</p> <ul style="list-style-type: none"> • Point and tuck edge drain. • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	750

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26.	Catch Basin 10 <ul style="list-style-type: none">• Point and tuck around roof drain.• Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete.• Remove calcium deposit from invert of pipe.	1000
27.	Outlet Control Structure 4 <ul style="list-style-type: none">• Remove and replace stone.	1000
28.	Catch Basin 6A <ul style="list-style-type: none">• Point and tuck casting and adjustment.• Point and tuck section joint.	200
29.	Catch Basin 44 <ul style="list-style-type: none">• Point and tuck around roof drain.• Remove post from structure.	200
Total for Phase I: \$100,300*2.0 = \$200,600		

Although every effort has been made to prepare a complete punch list for this project, we reserve the right to revise and amend this punch list as work is completed and other items come to our attention. Any revisions or additions will result in an updated and reissued punch list.

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SPALDING DEDECKER ASSOCIATES, INC.
 905 South Boulevard East
 Rochester Hills, MI 48307
 Phone: (248) 844-5400 Fax: (248) 844-5404



PUNCH LIST

Day & Date	October 5, 2010	Project #	NV10-224	Sheet 1 of 2
Client	City of Novi	Design Engineer		
Project Name	Fox Run Village Phase II			
Contractor		Technician	Ted Meadows	

Item	Non-Conformance Issues	Date Corrected
1.	Catch Basins: 229C, 229B, 228, 229, 209, 207A, 246, 267, 265, 250A, 269, 270, 271, 253, 254, 255, 267, 258, 276, 278, 217A, 217, 219, 219A, 220, 221, 240, 241, 242, 243, 210, 225 & 226 <ul style="list-style-type: none"> Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	33*750=24750
2.	Catch Basins: 223, 208, 251, 248 <ul style="list-style-type: none"> Point and tuck casting and adjustment. 	4*200=800
3.	Catch Basin 216A <ul style="list-style-type: none"> Clean bottom of structure. 	200
4.	Catch Basin 211 <ul style="list-style-type: none"> Locate and expose for inspection. 	1000
5.	Catch Basin 218, & 211 <ul style="list-style-type: none"> Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. Clean bottom of structure. 	2*1000=2000
6.	Catch Basin 34 <ul style="list-style-type: none"> Completely rebuild structure from base to casting. 	2000
7.	Catch Basin 283, 284 <ul style="list-style-type: none"> Expose for inspection. Raise casting to grade. 	2*1000=2000
8.	Catch Basin 209B <ul style="list-style-type: none"> Point and tuck casting and adjustment. Point and tuck section joint. 	200
9.	Catch Basin 247 <ul style="list-style-type: none"> Reset cone. 	1500
10.	Catch Basin 249 <ul style="list-style-type: none"> Clear trees Provide new beehive cover. 	200
	Total for Phase I: \$34,650*2.0 = \$69,300	

Although every effort has been made to prepare a complete punch list for this project, we reserve the right to revise and amend this punch list as work is completed and other items

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come to our attention. Any revisions or additions will result in an updated and reissued punch list.

10/10/08

10/10/08

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SPALDING DEDECKER ASSOCIATES, INC.
 905 South Boulevard East
 Rochester Hills, MI 48307
 Phone: (248) 844-5400 Fax: (248) 844-5404



PUNCH LIST

Day & Date	October 5, 2010	Project #	NV05-207	Sheet 1 of 2
Client	City of Novi	Design Engineer		
Project Name	Fox Run Village Phase IV			
Contractor		Technician	Ted Meadows	

Item	Non-Conformance Issues	Date Corrected
1.	Catch Basins: 150C, 150E, 150F, 150G, 150I, 229C, 229B, 228, 229, 156C, <ul style="list-style-type: none"> Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	10*750=7500
2.	Catch Basins: 207A <ul style="list-style-type: none"> Replace existing casting with EJIW 7045 High Back Casting in order to center casting over structure in existing curb. 	1000
3.	Catch Basins: 149A, 149B <ul style="list-style-type: none"> Point and tuck casting and adjustment. 	*250=500
4.	Catch Basin: 150 <ul style="list-style-type: none"> Remove silt sack to provide ability to inspect structure. 	1000
	Total for Phase IV: \$10,000*2.0 = \$20,000	

Although every effort has been made to prepare a complete punch list for this project, we reserve the right to revise and amend this punch list as work is completed and other items come to our attention. Any revisions or additions will result in an updated and reissued punch list.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

FOX RUN

**AGREEMENT FOR COMPLETION
AND MAINTENANCE OF IMPROVEMENTS**

AGREEMENT, dated _____, 2014, by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (“City”), and REDWOOD-ERC NOVI, LLC, a Maryland limited liability company, whose address is 701 Maiden Choice Lane, Baltimore, MD 21228 (“Developer”) who represents itself hereby as the owner and developer of the Property.

R E C I T A T I O N S :

Developer is the owner and developer of the land in the City of Novi, Oakland County, Michigan, described on the attached Exhibit A (the “Property”). The subject land has been approved for development as a retirement community to be constructed in five phases with sub-phases pursuant to the provisions of the City of Novi Zoning Ordinance (the “Development”).

As part of the approval process, the City granted site plan approval and Developer has agreed to develop the Property, and accordingly, to complete certain improvements, and to proceed with certain undertakings in compliance with applicable City Ordinances.

The Development was originally approved with four (4) phases. The original preliminary site plan has been modified and the phasing has been revised accordingly resulting in a total of eleven (11) subphases within certain phases. Construction of most of Phase 1, and portions of Phases 2 and 4 has been completed. Construction of Phase 3 and Phase 5 has included minimal activity of grading, stockpiling areas and installation of temporary parking areas for construction equipment and jobsite trailer. Except as otherwise set forth in this Agreement for Completion and Maintenance of Improvements, each subphase identified in the current approved phasing plan for the Development, as set forth in the attached and incorporated Exhibit B, shall stand on its own and all phases and subphases shall be subject to the requirements of Chapter 26.5 of the City of Novi Code of Ordinances.

Chapter 26.5, Section 26.5-5 (b) requires completion of actual construction and installation of all required improvements within two (2) years after the issuance of the initial permit for any improvements, or within six (6) months after a temporary occupancy permit has been issued for any structure on the property, whichever is shorter or occurs first. Initial permits for the Development were issued on the following dates; 2002 (Phase 1), June 23, 2004 (Phase 2) and March 10, 2006 (Phase 4). This Agreement sets forth dates and conditions for completion for Phases 1, 2, and 4 and corresponding subphases of the Development. Except with respect to the

completion of site work and utilities, the installation and maintenance of soil erosion controls, and the application of woodland financial guarantees, as set forth in this Agreement, all improvements within subphase of the Development shall be completed within two years from the initial permit issued with respect to each subphase of the Development as required by Chapter 26.5. Because the development remains incomplete Developer is requesting an additional extension with respect to the completion of improvements for Phases 1, 2 and 4 for reasons other than delays resulting from weather conditions and/or approvals/permits from outside regulatory agencies. Developer must request an extension from City Council and must provide a written completion agreement, together with a revised performance guarantee, pursuant to Section 26.5-12 of the City of Novi Code of Ordinances.

Consistent with all applicable laws and ordinances, more particularly Chapter 26.5 of the City of Novi Code of Ordinances, to obtain an extension with respect to completion of improvements, the Developer has offered to provide, and the City is willing to accept, certain assurances to the City that such improvements relating to the Development will be properly completed and maintained pursuant to a schedule. Such assurances include providing a performance guarantee in an amount no less than two hundred (200) percent of the cost of the work to be completed, and a schedule, for completion and maintenance of the improvements for the Development.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose of Agreement

The City and the Developer enter into this Agreement for the purpose of extending the completion time for certain required improvements within Phases 1, 2 and, 4 ensuring that certain improvements for the Development will be completed and maintained pursuant to all approvals granted by the City and all applicable laws and ordinances, and that such completion and maintenance occur on a timely basis, in accordance with a schedule approved by City Council.

2. Performance Guarantee Posted

Prior to or with the execution of this Agreement, the Developer has provided, or does provide, to the City, performance guarantees in the total amount of \$1,074,955.00 to guarantee completion and maintenance of improvements for the Development, as estimated and itemized in Paragraph 3, below. Such performance guarantee funds have been posted in the form of irrevocable Letter of Credit Nos. _____ issued by _____ ("Bank"), to guarantee completion and maintenance of improvements for the Development, as itemized in Paragraph 3, below, for an initial period of two (2) years, and shall provide by its terms that it shall, and shall be renewed by the Developer for successive periods of two (2) years subject to termination by 60 days advanced, written notice by Bank to the City's Assistant Finance Director as follows. As a condition to the termination of the effectiveness of the letter of credit, Bank shall be required to provide to the office of the City's Assistant Finance Director, with 60 days advanced written notice, a statement that the letter of credit shall terminate at the end of the 60 day period. Such notice shall be required regardless of the stated termination date of any other

documentation. Prior to the date of termination, the letter of credit shall at all times be effective and payable according to its terms.

3. Items of Improvement and Maintenance

The items of improvements and maintenance included within this Agreement, and the estimated cost of completion and ongoing maintenance, are set forth below:

<u>Phase 1</u>	
a. Incomplete Site Work:	\$ 100,300.00
b. Woodlands:	\$ 11,600.00 ¹
Phase 1 Subtotal:	\$ 100,300.00
<u>Phase 2</u>	
c. Incomplete Site Work	\$ 34,650.00
d. Woodlands	\$ 108,225.00
	\$ 108,225.00 ²
e. Woodland Fence	\$ 6,220.00
f. Street Trees	\$ 26,400.00
g. Landscape:	\$ 189,850.00
h. Soil Erosion	\$ 23,925.00 ³
Phase 2 Subtotal:	\$365,345.00
<u>Phase 4</u>	
i. Incomplete Site Work	\$ 10,000.00
j. Woodlands	\$ 4,400.00 ⁴
k. Street Trees:	\$ 400.00
l. Landscape:	\$ 49,470.00
Phase 4 Subtotal:	\$ 59,870.00
Subtotal for all Phases:	<u>\$525,515.00</u>
200% Multiplier:	x 2
	\$1,051,030.00
+	\$ 23,925.00
Total Financial Guarantee:	<u>\$1,074,955.00</u> ⁵

¹ To be deposited into City Tree Fund – Not included in Total Financial Guarantee

² To be deposited into City Tree Fund – Not included in Total Financial Guarantee

³ Not doubled per Ordinance – Overall permit for entire development

⁴ To be deposited into City Tree Fund – Not included in Total Financial Guarantee

⁵ The City of Novi currently holds performance guarantees in the amount of \$1,524,265.00 (including a Maintenance and Guarantee Bond in the amount of \$3,560.00 that is not applicable to the amounts set forth above) that may be used to satisfy the obligations set forth herein and reduced to the extent they exceed the guarantees currently required. Modification or replacement of the current performance guarantee documents may be required for consistency with the requirements set forth in this Agreement.

4. Completion and Maintenance of Improvements; Schedule and Requirements

Each of the Improvement Items listed in Paragraph 3, above, shall be completed and maintained by the Developer, at its expense, pursuant to all final approvals granted by the City and all applicable laws and ordinances, according to the following schedule:

- a. Improvement Item 3a contemplates and includes completion of site work for Phase 1, as set forth in the attached and incorporated Exhibit C for Phase 1. Improvement Item 3a, above shall be completed prior to the issuance of the any further certificates of occupancy within the Development, and in all events, before September 1, 2014. Improvement Item 3a requires the submittal of construction inspection fees for Phase 1 of the Development in the additional estimated amount of \$19,635.00 (includes administrative costs) prior to the issuance of any additional building permits within the Development.
- b. Improvement Item 3b contemplates and includes deposit of \$11,600 into the City's Tree Fund prior to release of any additional financial guarantees for the Development.
- c. Improvement Item 3c contemplates and includes completion of site work for Phase 2 of the Development, as set forth in the attached and incorporated Exhibit C for Phase 2. Improvement Item 3c, above shall be completed prior to the issuance of any additional certificates of occupancy within the Development, and in all events, before September 1, 2014. Improvement Item 3c requires the submittal of construction inspection fees for Phase 2 of the Development in the additional estimated amount of \$11,385.00 (includes administrative costs) prior to the issuance of any additional building permits within the Development.
- d. Improvement Items 3d requires the provision of 660 woodland replacement credits (either trees or deposit to Tree Fund) for Phase 2 of the Development, which includes subphases 2.0, 2.1, 2.2, 2.3, 2.4 and 2.5. Woodland replacement shall be installed on a subphase by subphase basis, provided that all required trees are installed or deposit is made to the Tree Fund prior to the issuance of the final certificate of occupancy for each subphase of Phase 2. With respect to woodland replacement credits for Phase 2 of the Development, all woodland replacements trees shall be installed on or before October 1, 2018, or alternatively, equivalent amounts shall be deposited into the City's Tree Fund. Improvement 3d contemplates and includes the deposit of \$1,950 into the City's Tree Fund for woodland replacements attributable to subphases 2.0 and 2.2 prior to release of any additional financial guarantees for the Development. Additionally, Improvement Item 3d contemplates and includes that \$106,275 (327 credits x \$325/credit) shall be

deposited into the City's Tree Fund for woodland credits that will not be planted onsite for Phases 2.3 through 2.5 of the Development. For two (2) years from the date of completion of the installation of all such woodland replacement trees installed as part of the Development, Owner shall, under this Agreement, maintain the replacement trees, which maintenance shall include the replacement of any dead, substantially dead, diseased or removed trees during such two (2) year period. The total financial guarantee includes the posting of an appropriate bond amount pursuant to the applicable City Ordinance, to guarantee replacement of any dead, substantially dead, diseased or removed woodland replacement trees during the two (2) year period following installation of the trees.

- e. Improvement Item 3e contemplates and includes the installation, maintenance and completion of the removal of woodland protection fencing at the time of completion of site construction in Phase 2 of the Development. Prior to the start of construction in the remaining sub-phases, the Developer must request a woodland tree fence staking and installation inspection with the City's woodland consultant for review and approval.
- f. Improvement Item 3f contemplates and includes the installation of street trees within Phase 2 of the Development. The remaining street trees shall be installed before the issuance of the final certificate of occupancy within Phase 2 of the Development, and in all events, before October 1, 2015, whichever is earlier. For two (2) years from the date of completion of the installation of all such trees installed as part of the Development, Developer shall, under this Agreement, maintain the trees that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased, or removed trees during such two (2) year period. The City shall retain an appropriate amount to guarantee the replacement of dead, substantially dead, diseased or removed trees during the two (2) year period following the installation of the trees.
- g. Improvement Item 3g contemplates and includes the installation of all site landscaping, including all plant materials for Phase 2 of the Development on a subphase by subphase basis. Site Landscaping shall be completed prior to the issuance of the final certificate of occupancy within each subphase of Phase 2 of the Development. Upon completion of each subphase of the Development, the City reserves the right to retain financial guarantees sufficient to guarantee outstanding landscaping required for the remainder of Phase 2 based on the cost of landscaping materials at the time of the requested reduction. For two (2) years from the date of completion of the installation of all such landscape plantings installed as part of the Development, Owner shall, under this Agreement, maintain the landscape plantings that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased or removed landscape plantings during such two (2) year period. The total financial guarantee includes the posting of an appropriate bond amount pursuant to the

applicable City Ordinance, to guarantee replacement of any dead, substantially dead, diseased or removed site landscaping during the two (2) year period following installation.

- h. Site Improvement Item 3h contemplates and includes without limitation, (i) the immediate installation of all required soil erosion and sedimentation controls; and (ii) completion of repairs and maintenance of the soil erosion and sedimentation controls within the overall Development on an ongoing basis until issuance of the final certificate of occupancy for the Development. Developer shall renew and keep the Soil Erosion Permit current. Developer shall obtain a single soil erosion control permit for the overall Development. Nothing herein shall limit the City's remedies for violation of the City's Soil Erosion and Sedimentation Control Ordinance. Developer shall pay inspection fees in the amount of \$8,280.00 prior to the issuance of any additional permits for the Development.
- i. Improvement Item 3i contemplates and includes completion of site work for Phase 4 of the Development, as set forth in the attached and incorporated Exhibit C for Phase 4. Improvement Item 3i, above shall be completed prior to the issuance of any further certificates of occupancy within the Development, and in all events, before September 1, 2014. Improvement Item 3i requires the submittal of construction inspection fees for Phase 4 of the Development in the additional estimated amount of \$4,961.00 (includes administrative costs) prior to the issuance of any additional building permits within the Development.
- j. Improvement Item 3j contemplates and includes deposit of \$4,400.00 into the City's Tree Fund prior to release of any additional financial guarantees for the Development.
- k. Improvement Item 3k contemplates and includes the installation of street trees within Phase 4 of the Development. The remaining street trees shall be installed before the issuance of the final certificate of occupancy within Phase 4 of the Development, and in all events, before October 1, 2015, whichever is earlier. For two (2) years from the date of completion of the installation of all such trees installed as part of the Development, Developer shall, under this Agreement, maintain the trees that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased, or removed trees during such two (2) year period. The City shall retain an appropriate amount to guarantee the replacement of dead, substantially dead, diseased or removed trees during the two (2) year period following the installation of the trees.
- l. Improvement Item 3l contemplates and includes the installation of all site landscaping, including all plant materials for Phase 4 of the Development on a subphase by subphase basis. Site Landscaping shall be completed prior to

the issuance of the final certificate of occupancy for each subphase within Phase 4 of the Development. Upon completion of each subphase of the Development, the City reserves the right to retain financial guarantees sufficient to guarantee outstanding landscaping required for the remainder of Phase 4 based on the cost of landscaping materials at the time of the requested reduction. For two (2) years from the date of completion of the installation of all such landscape plantings installed as part of the Development, Owner shall, under this Agreement, maintain the landscape plantings that were so installed, which maintenance shall include the replacement of any dead, substantially dead, diseased or removed landscape plantings during such two (2) year period. The total financial guarantee includes the posting of an appropriate bond amount pursuant to the applicable City Ordinance, to guarantee replacement of any dead, substantially dead, diseased or removed site landscaping during the two (2) year period following installation.

5. City Authority to Complete and/or Maintain.

In the event Developer has failed to complete and/or maintain the improvements itemized in Paragraph 3, above, within the time periods and in the manner specified in this Agreement, and, provided the City has given the Developer 30 days' notice of the failure to timely complete and/or maintain and Developer has not completed and/or maintained all of such improvements within said 30 days, or has not begun such completion or maintenance within said 30 days period if such completion or maintenance cannot be finalized within 30 days, the City shall have the authority, but shall not have the legal obligation, to take one or more of the following actions:

(a) The City may draw the funds from the letter of credit or other securities posted and enter upon the Development through its officials, employees, agents, and/or contractors and complete and/or maintain the improvements, or restore the Property or areas disturbed by the Development. In such event, all costs and expenses incurred shall be paid from the proceeds of the funds drawn on the letter of credit or otherwise obtained from the performance guarantee posted. Any amounts of unused proceeds of the performance guarantee shall be returned to Developer, or otherwise be credited, as the case may be. Developer, and all of Developer's officers, employees, consultants and agents, shall be obligated to act and work in cooperation with the City to bring about completion and/or maintenance of the improvements as contemplated in this Agreement, or restoration, and shall provide the City with all drawings, contracts, documentation, public and private correspondence, agreements and other materials relating to any such improvements, restoration and/or maintenance. Notwithstanding other provisions to the contrary, in the event the City receives a notice of termination from Bank with regard to the letter of credit, or from any other securing party as to the performance guarantee posted pursuant to this Agreement, and the improvements and/or maintenance itemized in Paragraph 3, above, have not been completed or fulfilled as required by this Agreement, the City shall be entitled to immediately draw the funds from the letter of credit or other performance guarantee posted, without notice to Developer, and proceed as specified in this paragraph.

(b) The City may, but is not required to, initiate a lawsuit for purposes of enforcing and achieving full compliance with the terms and provisions of this Agreement. In the event that the City is awarded relief in such suit, the Developer shall pay all court costs, expenses and reasonable actual attorney fees incurred by the City in connection with such suit.

(c) City Council may, in its discretion, grant Developer additional time beyond the time periods reference in Paragraph 4.

6. Additional Liability

Developer shall also be liable for any costs and expenses incurred by the City in excess of the amounts posted by the Developer under this Agreement as well as any costs and expenses, including reasonable attorney fees, incurred by the City in any action and/or litigation to enforce or collect such funds and/or to otherwise restore the property and/or secure completion and/or maintenance of the improvements itemized in Paragraph 3, above, pursuant to the terms of this Agreement, in the event the City obtains any relief as a result of such lawsuit. The liability of Developer in such regard, if unpaid after 30 days of a billing sent to Developer at its last known address, may be secured by the City recording a lien on the Property, effective as of the date the City is authorized to proceed with the completion and/or maintenance of improvements, or restoration, as provided in this Agreement, and all such 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 also be collected by suit initiated against the Developer, and in the event the City is awarded relief in such suit, the Developer shall pay all court costs, expenses and reasonable actual attorney fees incurred by the City in connection with such suit.

7. Rebate or Reduction of Performance Guarantee

The City shall not release a performance guarantee until (1) all fees that are due to the City have been paid; (2) a maintenance guarantee has been posted, if applicable; (3) inspection of the development site has been performed when required; (4) expired permits have been renewed; and (5) the City has determined that the conditions and requirements of the permit/approval otherwise specified in the performance guarantee have been met and final approval of same has been granted.

The City may, after performing a site inspection at the written request of an applicant, rebate or reduce portions of a performance guarantee upon determination by the City, in its sole discretion, that the improvements and/or actions for which that performance guarantee was posted have been satisfactorily completed in accordance with the approved plans, any temporary certificate of occupancy, and all other applicable laws, regulations, and ordinances. At no point shall the amount of the performance guarantees held by the city be less than two hundred (200) percent of the cost to complete the remaining required improvements on the property. The applicant is responsible for the actual cost of inspections requested pursuant to this section.

8. Binding Effect

This Agreement shall run with the land constituting the property described on Exhibit A and shall be binding upon and inure to the benefit of the City and Developer and to their respective heirs, successors, assigns and transferees.

9. Developer's Warranty on Ownership

Developer hereby warrants that it is the owner of the Property described on attached Exhibit A has the full authority to execute this Agreement.

10. Delay in Enforcement

A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement.

11. Severability

Each covenant, requirement, obligation and provision contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event one or more of the covenants, requirements, obligations or provisions shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining covenants, requirements, obligations and provisions shall nevertheless remain in full force and effect.

12. Lawful Document

Developer and City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of Michigan and the United States of America. Developer has offered and agreed to complete the on-site and off-site improvements, at its cost and expense, as specified in this Agreement. Developer has offered and agreed to complete such improvements, and to proceed with other undertakings and obligations as set forth in this Agreement in order to protect the public health, safety and welfare and provide material advantages and development options for the Developer, all of which improvements and obligations Developer and the City agreed were roughly proportional to the burden imposed and necessary in order to ensure that public services and facilities necessary for or affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally and economically desirable manner, and to achieve other reasonable and legitimate objectives of the City and Developer, as authorized under applicable City ordinances and the Home Rule City Act, MCL 117.1, et seq. Furthermore, Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, condition, obligations, and

requirements of this Agreement are clearly and substantially related to the burdens to be created by the development of the Property, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety, and general welfare.

13. Applicable Law

This Agreement shall be interpreted and construed in accordance with Michigan law, and shall be subject to enforcement only in Michigan courts.

14. Current and Future Owners and Developers.

As used in this Agreement, the term "Developer" shall mean and include the undersigned party designated herein as owner of the Property, as well as all future and successor persons and entities that become owners and developers of all or any portion of the Development property in the future until such time as all phases of the Development have been completed and approved, excluding residential home owners.

15. Headings.

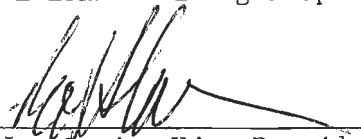
The headings contained herein are for the convenience of the parties and are not to be used in construing or interpreting this Agreement.

16. Effective Date.

This Agreement is deemed effective as of the date first written above.

"DEVELOPER"

REDWOOD-ERC NOVI, LLC, a Maryland
limited liability company
By: Erickson Living Properties, LLC, Member


By: Its: Senior Vice President, Development

Maryland)
STATE OF MICHIGAN)
Anne Arundel)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledges before me this 15th day of April, 2014, by Richard Slosson, as the Senior VP of Erickson Living Properties, LLC, the member of Redwood-ERC NOVI, LLC.


Notary Public
Oakland County, Michigan Anne Arundel County, Maryland
My Commission Expires: 11/17/17

SHELLEY L. BAER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 17, 2017

“CITY”:
CITY OF NOVI
a Michigan municipal corporation

BY: _____
Robert J. Gatt, Mayor

BY: _____
Maryanne Cornelius, Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged, signed and sworn to before me on this _____ day
_____, 2014, by Robert J. Gatt, Mayor and Maryanne Cornelius, Clerk of the City of
Novi.

Notary Public
_____ County, Michigan
My Commission Expires: _____

EXHIBIT A
PROPERTY DESCRIPTION

T1N, R8E, SEC 1 PART OF W 1/2 OF SEC BEG AT PT DIST N 03-28-39 W 60.01 FT FROM SW SEC COR, TH N 03-28-39 W 2590.40 FT, TH N 02-28-35 W 649.69 FT, TH N 87-21-41 E 682.69 FT, TH N 03-11-10 W 2.24 FT, TH N 87-19-27 E 693.69 FT, TH S 03-16-01 E 3236.69 FT, TH S 87-31-40 W 25.33 FT, TH S 02-28-20 E 15 FT, TH S 87-31-40 W 300 FT, TH N 02-28-20 W 5 FT, TH S 87-31-40 W 1050.40 FT TO BEG 102.82 A1-11-02 FR 001,003,007&009

**EXHIBIT B
PHASING PLAN**

**EXHIBIT C
SITE WORK LISTS**

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SPALDING DEDECKER ASSOCIATES, INC.
 905 South Boulevard East
 Rochester Hills, MI 48307
 Phone: (248) 844-5400 Fax: (248) 844-5404



PUNCH LIST

Day & Date	October 5, 2010	Project #	NV10-223	Sheet 1 of 2
Client	City of Novi	Design Engineer		
Project Name	Fox Run Village Phase I			
Contractor		Technician	Ted Meadows	

Item	Non-Conformance Issues	Date Corrected
1.	Catch Basins: 75, 76, 76A, 76B, 77, 82, 84, 99, 86A, 86, 87, 88, 88A, 119, 89, 120, 120A, 91, 110, 115, 123, 93, 94, 95, 96, 61, 52, 63, 125, 127, 131, 132, 130, 136, 149, 155A, 161, 18, 36, 16, 33, 14, 39, 37, 9, 8, 7, 47, 48, 50, <ul style="list-style-type: none"> Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	50*750= \$37,500
2.	Catch Basins: 76A, 76B, 149, 131, 132, <ul style="list-style-type: none"> Replace existing casting with EJIW 7045 High Back Casting in order to center casting over structure in existing curb. 	5*1000=\$5,000
3.	Catch Basins: 156, 51, 140, 139, 5 <ul style="list-style-type: none"> Point and tuck casting and adjustment. 	5*250=1250
4.	Catch Basin 155 <ul style="list-style-type: none"> Remove cover for inspection. 	1000
5.	Catch Basin: 148 <ul style="list-style-type: none"> Remove silt sack to provide ability to inspect structure. 	1000
6.	Catch Basin 77, 117 <ul style="list-style-type: none"> Clean bottom of structure. 	2*200=400
7.	Catch Basin 86A, 111, 112, 116, 97, 54, 21 <ul style="list-style-type: none"> Point and tuck around roof drain. 	7*200=1400
8.	Catch Basin 207 <ul style="list-style-type: none"> Locate and expose for inspection. 	1000
9.	Catch Basin 85 <ul style="list-style-type: none"> Point and tuck around roof drain. Point and tuck casting and adjustment. 	200
10.	Catch Basin 88, 118, 46 <ul style="list-style-type: none"> Point and tuck around roof drain. Clean debris from bottom. 	3*200=600
11.	Catch Basin 114 <ul style="list-style-type: none"> Point and tuck casting and adjustment. Cut back roof drain. 	200
12.	Catch Basins 88 and 88A <ul style="list-style-type: none"> Relocate and align curbs to fit location of recentered castings. Recenter castings and remove castings from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	2*950=1900

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13.	<p>Catch Basin 92</p> <ul style="list-style-type: none"> • Recenter and remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	750
14.	<p>Catch Basin 121, 58, 96A, 102, 103, 124, 126, 137, 12, 17, 20, 32, 41A, 45</p> <ul style="list-style-type: none"> • Point and tuck around roof drain. • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	14*750=10500
15.	<p>Catch Basin 113</p> <ul style="list-style-type: none"> • Provide EJW 1040 Casting • Point and tuck around roof drain. 	1000
16.	<p>Catch Basin 59</p> <ul style="list-style-type: none"> • Reset cone. • Point and tuck around roof drain. 	1500
17.	<p>Catch Basin 67</p> <ul style="list-style-type: none"> • Point and tuck around roof drain. • Provide EJW 1040 type B 16 hole cover. 	1000
18.	<p>Catch Basin 100</p> <ul style="list-style-type: none"> • Expose for inspection. Covered by car. 	1000
19.	<p>Catch Basin 101</p> <ul style="list-style-type: none"> • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. • Provide new casting. 	1000
20.	<p>Catch Basin 133, 134, 23, 105</p> <ul style="list-style-type: none"> • Point and tuck around roof drain. • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. • Clean bottom of structure. 	4*1000=4000
21	<p>Catch Basin 133, 134, 23, 105, 22, 13, 42, 42A, 43, 43A, 68, 173A, 40, 39A, 66, 66A, 65, 64, 63, 62</p> <ul style="list-style-type: none"> • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. • Clean bottom of structure. 	20*1000=20,000
22.	<p>Catch Basin 20</p> <ul style="list-style-type: none"> • Cut lift cables. • Point and tuck casting and adjustment. 	200
23.	<p>Catch Basin 15</p> <ul style="list-style-type: none"> • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. • Remove silt sack for inspection. 	750
24.	<p>Catch Basin 38, 11</p> <ul style="list-style-type: none"> • Expose for inspection. • Raise casting to grade. 	4*1000=4000
25.	<p>Catch Basin 41</p> <ul style="list-style-type: none"> • Point and tuck edge drain. • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. 	750

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26.	Catch Basin 10 <ul style="list-style-type: none">• Point and tuck around roof drain.• Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete.• Remove calcium deposit from invert of pipe.	1000
27.	Outlet Control Structure 4 <ul style="list-style-type: none">• Remove and replace stone.	1000
28.	Catch Basin 6A <ul style="list-style-type: none">• Point and tuck casting and adjustment.• Point and tuck section joint.	200
29.	Catch Basin 44 <ul style="list-style-type: none">• Point and tuck around roof drain.• Remove post from structure.	200
Total for Phase I: \$100,300*2.0 = \$200,600		

Although every effort has been made to prepare a complete punch list for this project, we reserve the right to revise and amend this punch list as work is completed and other items come to our attention. Any revisions or additions will result in an updated and reissued punch list.

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SPALDING DEDECKER ASSOCIATES, INC.
 905 South Boulevard East
 Rochester Hills, MI 48307
 Phone: (248) 844-5400 Fax: (248) 844-5404



PUNCH LIST

Day & Date	October 5, 2010	Project #	NV10-224	Sheet 1 of 2
Client	City of Novi	Design Engineer		
Project Name	Fox Run Village Phase II			
Contractor		Technician	Ted Meadows	

Item	Non-Conformance Issues	Dale Corrected
1.	Catch Basins: 229C, 229B, 228, 229, 209, 207A, 246, 267, 265, 250A, 269, 270, 271, 253, 254, 255, 267, 268, 276, 278, 217A, 217, 219, 219A, 220, 221, 240, 241, 242, 243, 210, 225 & 226 • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete.	33*750=24750
2.	Catch Basins: 223, 208, 251, 248 • Point and tuck casting and adjustment.	4*200=800
3.	Catch Basin 216A • Clean bottom of structure.	200
4.	Catch Basin 211 • Locate and expose for inspection.	1000
5.	Catch Basin 218, & 211 • Remove casting from curb or pavement; rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete. • Clean bottom of structure.	2*1000=2000
6.	Catch Basin 34 • Completely rebuild structure from base to casting.	2000
7.	Catch Basin 283, 284 • Expose for inspection. • Raise casting to grade.	2*1000=2000
8.	Catch Basin 209B • Point and tuck casting and adjustment. • Point and tuck section joint.	200
9.	Catch Basin 247 • Reset cone.	1500
10.	Catch Basin 249 • Clear trees • Provide new beehive cover.	200
	Total for Phase I: \$34,650*2.0 = \$69,300	

Although every effort has been made to prepare a complete punch list for this project, we reserve the right to revise and amend this punch list as work is completed and other items

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come to our attention. Any revisions or additions will result in an updated and reissued punch list.

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PHILIP MARCHIONI

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SPALDING DEDECKER ASSOCIATES, INC.
 905 South Boulevard East
 Rochester Hills, MI 48307
 Phone: (248) 844-5400 Fax: (248) 844-5404



PUNCH LIST

Day & Date	October 5, 2010	Project #	NV05-207	Sheet 1 of 2
Client	City of Novi	Design Engineer		
Project Name	Fox Run Village Phase IV			
Contractor		Technician	Ted Meadows	

Item	Non-Conformance Issues	Date Corrected
1.	Catch Basins: 150C, 150E, 150F, 150G, 150I, 229C, 229B, 228, 229, 156C, • Remove casting from curb or pavement, rebuild adjustment, and reset casting in thick bed of mortar. Once casting has been reset replace pavement. It is acceptable to replace pavement with concrete.	10*750=7500
2.	Catch Basins: 207A • Replace existing casting with EJIW 7045 High Back Casting in order to center casting over structure in existing curb.	1000
3.	Catch Basins: 149A, 149B • Point and tuck casting and adjustment.	*250=500
4.	Catch Basin: 150 • Remove silt sack to provide ability to inspect structure.	1000
	Total for Phase IV: \$10,000*2.0 = \$20,000	

Although every effort has been made to prepare a complete punch list for this project, we reserve the right to revise and amend this punch list as work is completed and other items come to our attention. Any revisions or additions will result in an updated and reissued punch list.