



CITY of NOVI CITY COUNCIL

Agenda Item G
November 14, 2016

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Toll MI V Limited Partnership for Ridgeview Villas of Novi residential project located northeast of Nick Lidstrom Drive (parcel 22-26-101-026).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The developer for Ridgeview Villas of Novi, Toll MI V Limited Partnership, requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the Ridgeview Villas of Novi project, located southeast of Ten Mile Road and Novi Road.

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

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

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's October 25, 2016 letter, attached) and is recommended for approval.

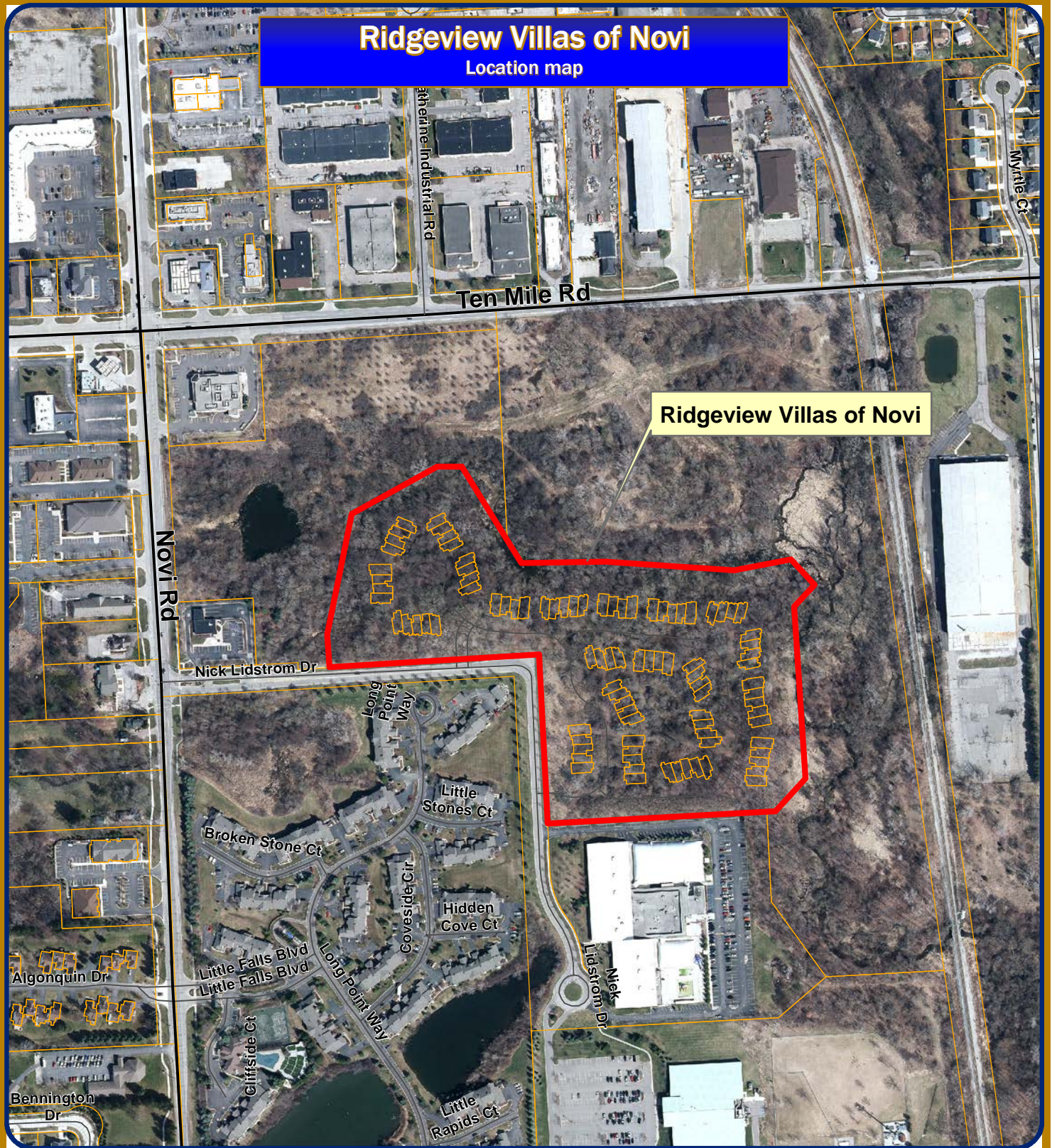
RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Toll MI V Limited Partnership for Ridgeview Villas of Novi residential project located northeast of Nick Lidstrom Drive (parcel 22-26-101-026).

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

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

Ridgeview Villas of Novi

Location map



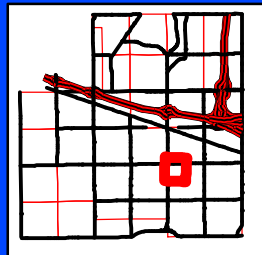
Ridgeview Villas of Novi

Map Author: Rasha Majzoub
 Date: 10/25/2016
 Project:
 Version #:

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



City of Novi

Engineering Division
 Department of Public Services
 26300 Lee BeGole Drive
 Novi, MI 48375
 cityofnovi.org





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.jrslaw.com

October 25, 2016

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


**Re: Ridgeview of Novi JSP14-0018
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Ridgeview of Novi Development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached Exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,



ELIZABETH K. SAARELA

EKS
Enclosures

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

Rob Hayes, Public Services Director

October 25, 2016

Page 2

Theresa Bridges, Construction Engineer (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)

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

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

Mike Noles, Toll Brothers, Inc. (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS **STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT** is made this ___ day of September, 2016, by and between **TOLL MI V LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 28004 Center Oaks Court, Suite 200, Wixom, MI 48393 ("**Developer**"), and the **CITY OF NOVI**, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 ("**City**").

RECITATIONS:

- A. Developer is developing that certain parcel of land situated in the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A ("**Property**") as Ridgeview of Novi ("**Condominium**") a condominium project formed pursuant to master Deed recorded at liber 49373, page 698, Oakland County Register of Deeds ("**Master Deed**"). Developer has received final site plan approval for construction of the Condominium on the Property.
- B. The Condominium shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.
- C. Among other things, by the terms of the Master Deed, the Developer reserved the right to grant and encumber the Property with easements and other agreements which might be required for the construction and operation of the Condominium. The Developer has determined that this Storm Drainage Facility Maintenance Easement Agreement is required for the construction and operation of the Condominium.

NOW, THEREFORE, the Developer hereby covenants and agrees that the Developer shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Developer shall establish a regular and systematic program of maintenance ("**Schedule of Maintenance**") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The

Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Developer shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Developer setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Developer an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Developer within thirty (30) days of a billing to the Developer. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer, and, in such event, the Developer shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Developer, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

Notwithstanding anything contained herein to the contrary, upon the occurrence of the "transfer date" or "turnover date" as provided in the Master Deed, or upon the transfer of the Property by deed to a subsequent developer, the Developer shall have no further responsibility for the obligations under this Agreement, it being agreed that the association of co-owners responsible for the Condominium or grantee shall be solely responsible for such obligations and all references to the Developer set forth herein shall thereafter be deemed to be a reference to such association and/or grantee of the deed.

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

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

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

This Storm Drainage Facility Maintenance Easement Agreement is exempt from transfer taxes under MCL 207.505(a) and MCL 207.526(a) as the consideration is less than \$100.00.

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

DEVELOPER:

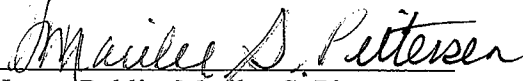
TOLL MI V LIMITED PARTNERSHIP, a Michigan limited partnership

By: TOLL MI GP CORP.
General Partner

By: 
Printed Name: David Straub
Its: Division President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 21st day of September, 2016, before me, personally appeared the above named David Straub, the Division President of Toll MI GP Corp., general partner on behalf of TOLL MI V LIMITED PARTNERSHIP, to me known to be such person and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.


Notary Public, Marilee S. Pietersen
Oakland County, MI
My commission expires 12/23/2017
Acting in Oakland County

CITY:

CITY OF NOVI
A Municipal Corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2016, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

| | |
|---|--|
| <p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331</p> | <p>And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375</p> |
|---|--|

EXHIBIT A

"RIDGEVIEW VILLAS"

LEGAL DESCRIPTION
SUBJECT PROPERTY

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, T.1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N86°27'27"E 2123.10 FEET ALONG THE CENTERLINE OF TEN MILE ROAD; THENCE S07°58'33"E 2072.30 FEET; THENCE S86°56'27"W 355.53 FEET; THENCE N35°58'56"W 279.43 FEET; THENCE N03°03'33"W 269.20 FEET TO THE POINT OF BEGINNING; THENCE S86°56'27"W 658.95 FEET; THENCE N02°47'33"W 509.40 FEET; THENCE S86°27'27" W 630.00 FEET; THENCE N03°32'33"W 100.00 FEET; THENCE N11°35'45"E 370.00 FEET; THENCE N60°51'08"E 290.00 FEET; THENCE N90°00'00"E 75.00 FEET; THENCE S31°29'21"E 339.33 FEET; THENCE N89°23'14"E 231.65 FEET; THENCE S86°22'13"E 420.86 FEET; THENCE N76°46'23"E 167.10 FEET; THENCE S41°34'10"E 105.00 FEET; THENCE S43°34'07"W 91.51 FEET; THENCE S04°10'41"E 519.60 FEET; THENCE S42°47'02"W 133.85 FEET; THENCE S86°56'27"W 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.09 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Tax I.D. No. 22-26-101-025

Exhibit B

Ridgeview Villas of Novi

| <u>Storm Water Facility</u> | <u>Maintenance Action</u> | <u>Corrective Action</u> | <u>Annual Estimated Cost for Maintenance & Repairs</u> | | |
|---------------------------------|---|---|--|-----------------|-----------------|
| | | | <u>1st Year</u> | <u>2nd Year</u> | <u>3rd Year</u> |
| Storm Sewer/Open Channels | After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged. | Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts. | \$100 | \$103 | \$106 |
| Detention Basin | Regularly mow buffer strips. If buffer is a lawn, mow frequently. Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks. | Implement soil stabilization measures to stop erosion of banks. Repair eroded banks. | \$300 | \$309 | \$318 |
| Buffer Strips | Periodically inspect to ensure vegetative cover prevents erosion. | Implement energy dissipation measures to prevent erosion. | \$150 | \$155 | \$160 |
| Sediment Basin | Every three months, check depth of sediment. Check basin for piping, seepage, or mechanical damage. Check for soil caking around standpipes. Ensure outfall is not causing erosion. | Remove sediment that accumulates to no more than 50% of basin volume. Remove caking from around standpipe. Implement energy dissipation measures to prevent erosion. Repair basin or outfall erosion. | \$200 | \$206 | \$212 |
| Rain Garden/Bio Retention Basin | Every three months, check depth of sediment. Check basin for signs of erosion and clogging of underdrain/overflow system. Check for weeds growing in basin area. | Remove sediment accumulation and leaves in the bottom of the Rain Garden/Bio Retention Basin. If water does not appear to be flowing through underdrain/overflow system, use the cleanout to clear drain system of accumulated debris. Repair basin area's that have been damaged by erosion as needed. The Rain Garden/ Bio Retention area should be weeded regularly to ensure the health of the Rain Garden plantings. | \$200 | \$206 | \$212 |
| Total: | | | \$850 | \$876 | \$902 |

EXHIBIT C

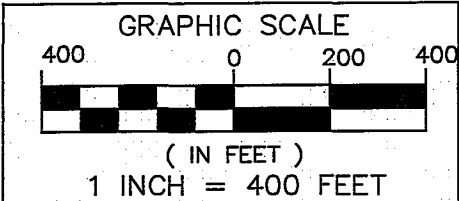
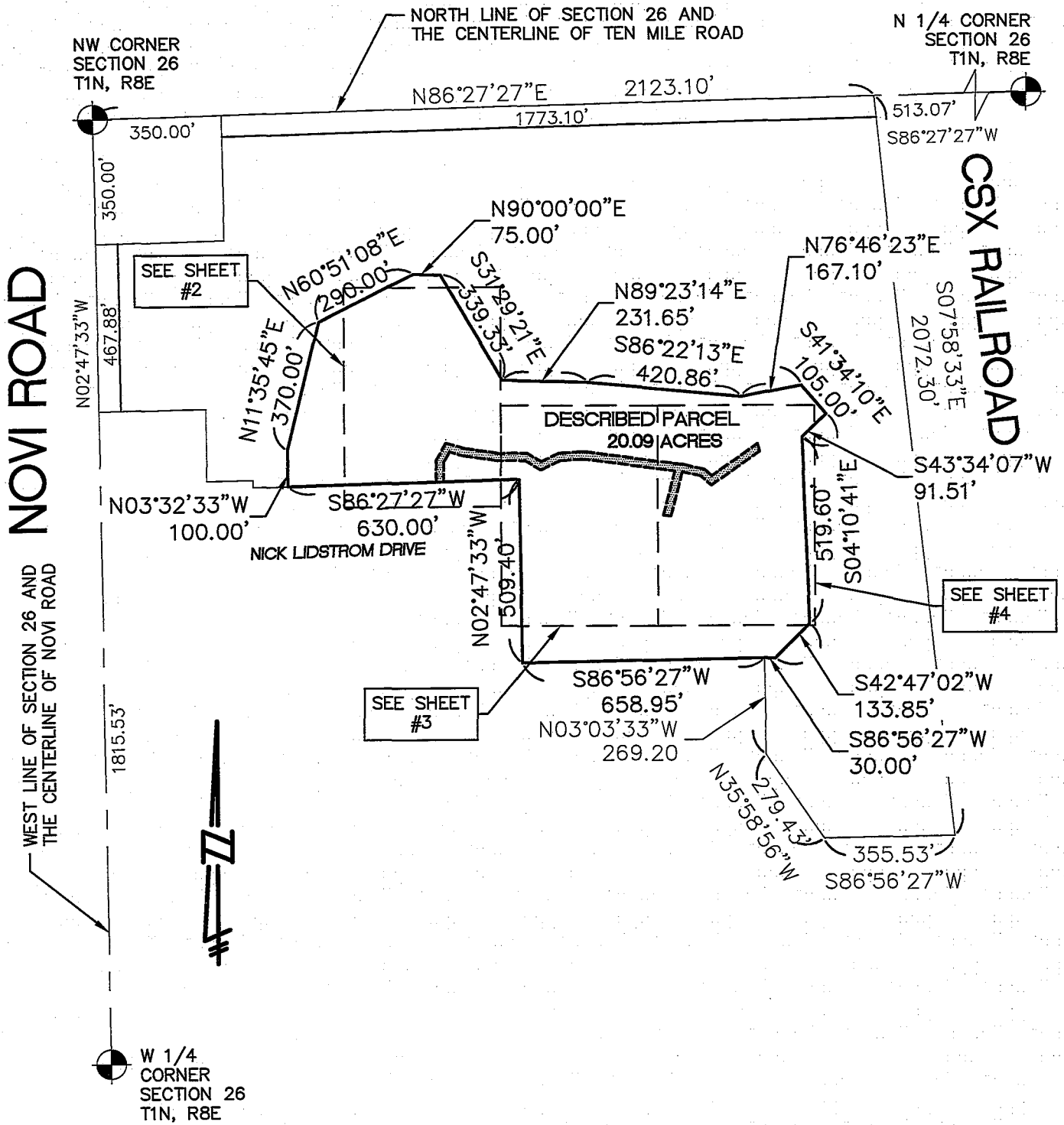
RIDGEVIEW VILLAS OF NOVI

LEGAL DESCRIPTION INGRESS/EGRESS EASEMENT

An Ingress/Egress Easement, located in a Part of the Northwest 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northwest corner of said Section 26; thence South 02°47'33" East, 817.88 feet along the West line of said Section 26 and the centerline of Novi Road; thence North 86°54'46" East, 290.16 feet; thence South 02°47'44" East, 202.00 feet; thence North 86°54'46" East, 125.19 feet; thence South 03°05'14" East, 20.07 feet; thence North 86°27'27" East, 500.13 feet, for a POINT OF BEGINNING; thence North 03°32'33" West, 60.06 feet; thence North 27°24'10" East, 55.19 feet; thence South 75°00'12" East, 53.49 feet; thence South 83°19'44" East, 91.38 feet; thence North 87°35'18" East, 79.61 feet; thence South 60°18'18" East, 45.11 feet; thence North 62°19'08" East, 52.43 feet; thence North 84°12'20" East, 70.37 feet; thence South 84°18'29" East, 274.29 feet; thence South 79°08'25" East, 58.04 feet; thence South 49°56'32" East, 27.63 feet; thence North 52°14'44" East, 151.88 feet; thence South 17°52'58" East, 21.27 feet; thence South 52°14'44" West, 160.80 feet; thence North 49°56'32" West, 38.56 feet; thence North 79°08'25" West, 51.93 feet; thence South 12°21'04" West, 126.13 feet; thence North 86°07'45" West, 20.22 feet; thence North 12°21'04" East, 126.78 feet; thence North 84°18'29" West, 251.24 feet; thence South 84°12'20" West, 64.49 feet; thence South 62°19'08" West, 59.50 feet; thence North 60°18'18" West, 50.29 feet; thence South 87°35'18" West, 75.45 feet; thence North 83°19'44" West, 94.42 feet; thence North 75°00'12" West, 38.87 feet; thence South 27°24'10" West, 33.57 feet; thence South 03°32'33" East, 54.52 feet; thence South 86°27'27" West, 20.00 feet, to the Point of Beginning. All of the above containing 0.520 Acres.

EXHIBIT C

10 MILE ROAD



SUBJECT PROPERTY & SHEET INDEX INGRESS/EGRESS EASEMENT

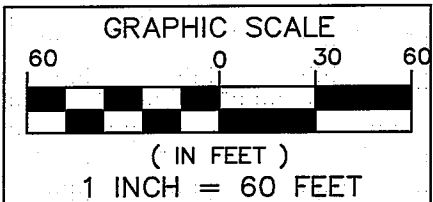
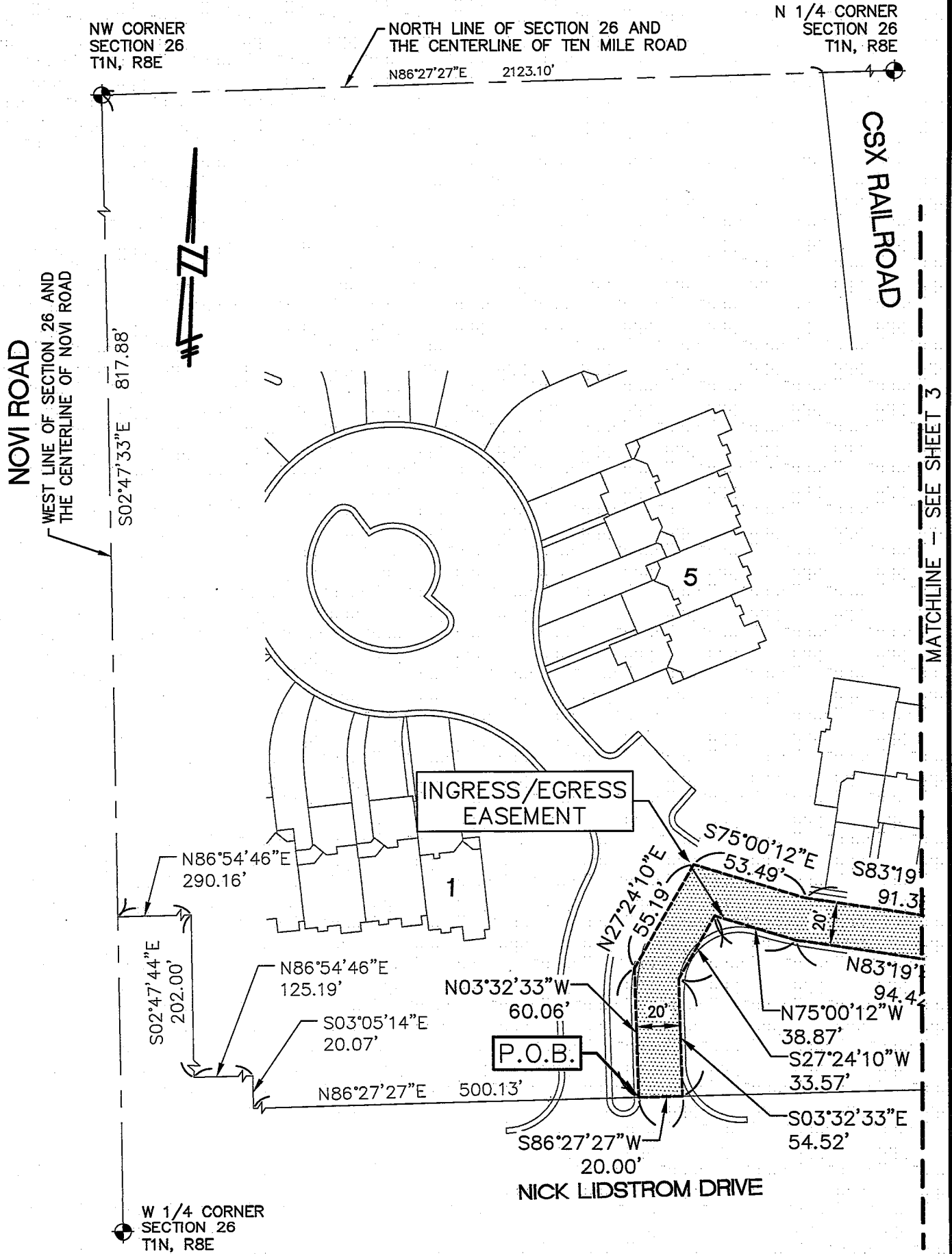
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

RIDGEVIEW VILLAS OF NOVI
SECTION 26, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

| | |
|-----------|----------------|
| SCALE: | 1" = 400' |
| DATE: | 11-11-2015 |
| JOB NO.: | 13-038 |
| DWG FILE: | 13-038ESMT-STW |
| DRAWN BY: | DFR |
| CHECK: | JE |
| SHEET: | 1 OF 4 |

EXHIBIT C

10 MILE ROAD



INGRESS/EGRESS EASEMENT
 (0.520 ACRES)

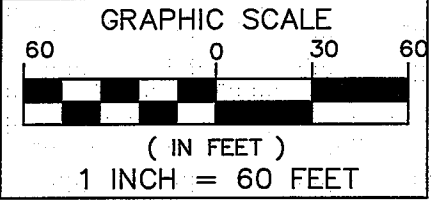
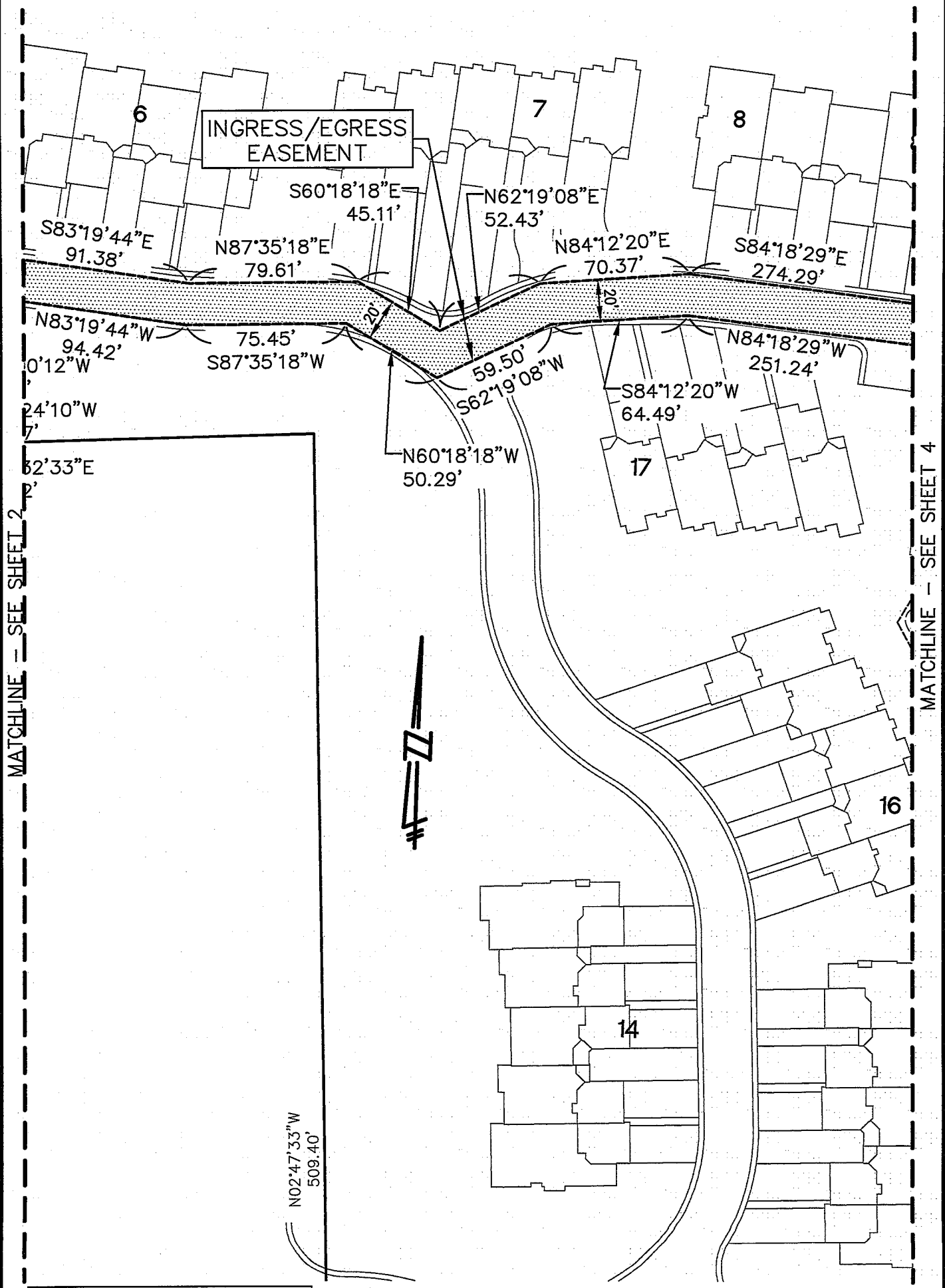
EASEMENT FOR INGRESS/EGRESS

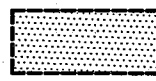
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RIDGEVIEW VILLAS OF NOVI
 SECTION 26, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

| | |
|-----------|----------------|
| SCALE: | 1" = 60' |
| DATE: | 11-11-2015 |
| JOB NO.: | 13-038 |
| DWG FILE: | 13-038ESMT-STW |
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| SHEET: | 2 OF 4 |

EXHIBIT C



 INGRESS/EGRESS EASEMENT (0.520 ACRES)

EASEMENT FOR INGRESS/EGRESS



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

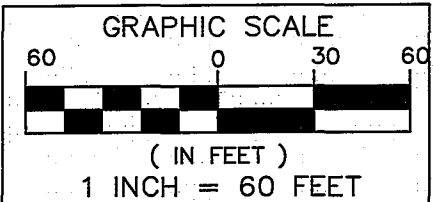
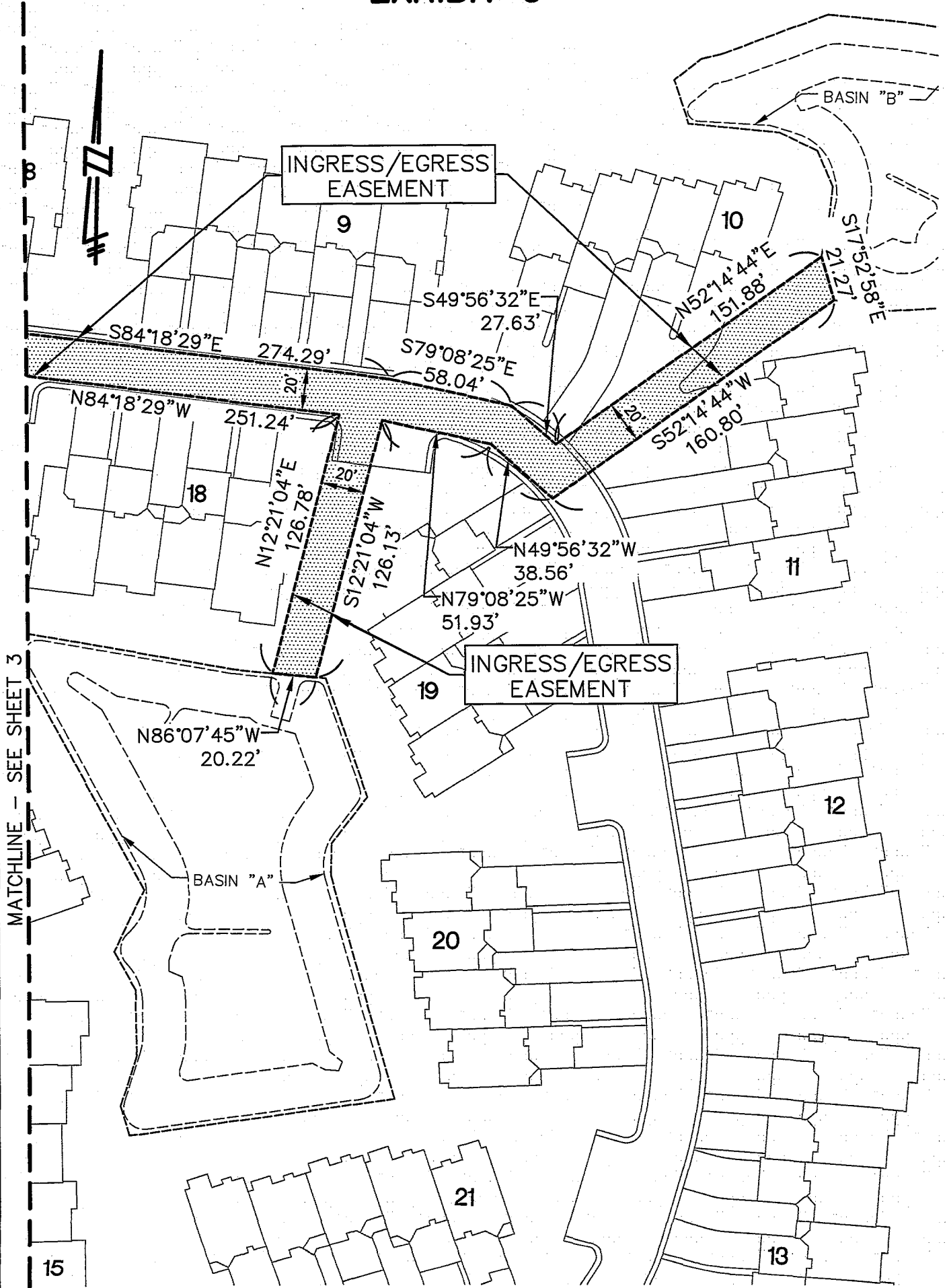
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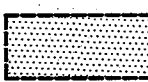
**RIDGEVIEW
VILLAS OF NOVI**

SECTION 26, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

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| SCALE: | 1" = 60' |
| DATE: | 11-11-2015 |
| JOB NO.: | 13-038 |
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| CHECK: | JE |
| SHEET: | 3 OF 4 |

EXHIBIT C



 INGRESS/EGRESS EASEMENT (0.520 ACRES)

EASEMENT FOR INGRESS/EGRESS

 **SEIBER, KEAST**
ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

RIDGEVIEW
VILLAS OF NOVI
SECTION 26, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

| | |
|-----------|----------------|
| SCALE: | 1" = 60' |
| DATE: | 11-11-2015 |
| JOB NO.: | 13-038 |
| DWG FILE: | 13-038ESMT-STW |
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| SHEET: | 4 OF 4 |

EXHIBIT D

RIDGEVIEW VILLAS OF NOVI

LEGAL DESCRIPTION

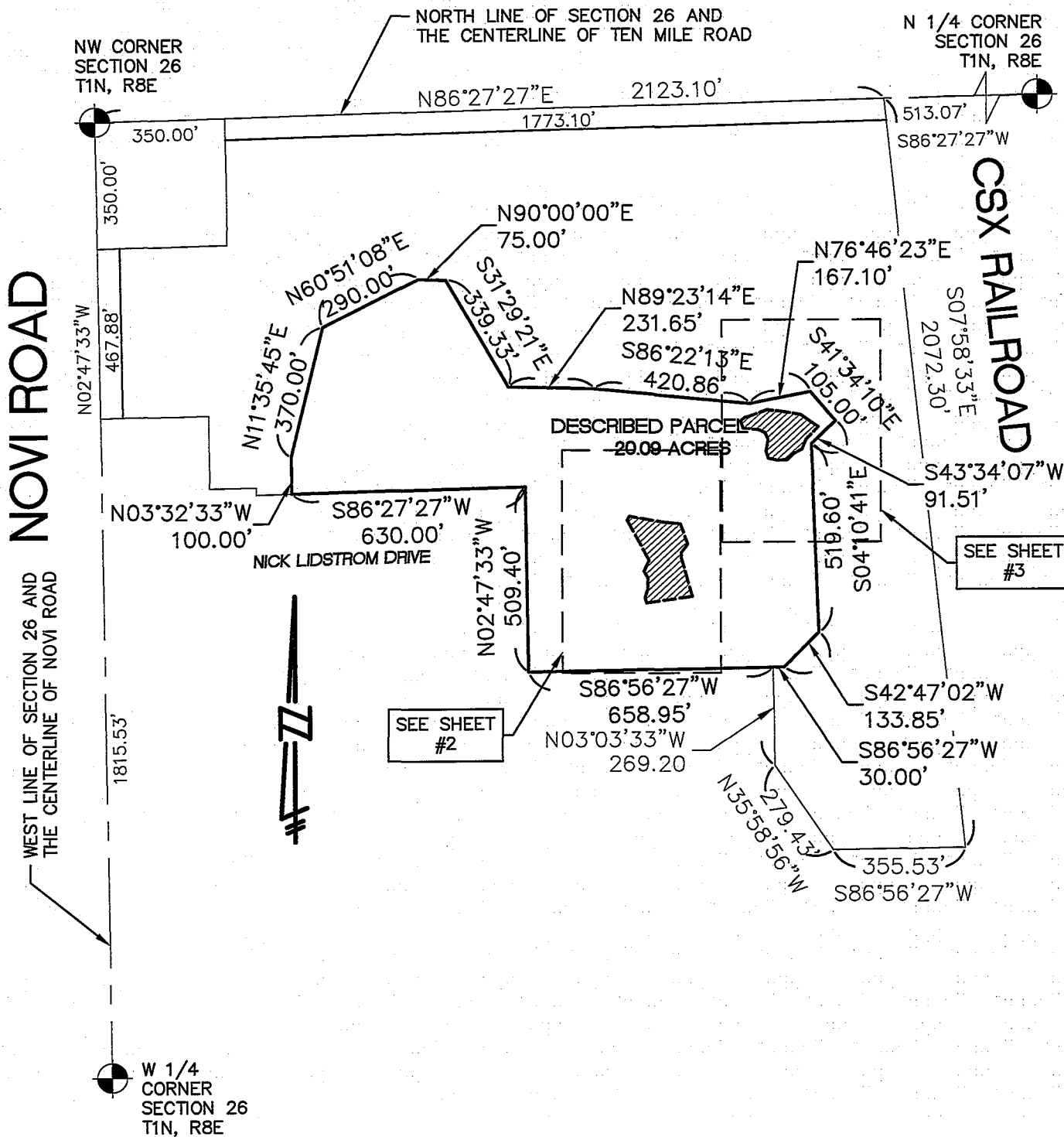
DETENTION/SEDIMENTATION BASIN EASEMENT

A Detention/Sedimentation Basin Easement, located in a Part of the Northwest 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northwest corner of said Section 26; thence South 02°47'33" East, 817.88 feet along the West line of said Section 26 and the centerline of Novi Road; thence North 86°54'46" East, 290.16 feet; thence South 02°47'44" East, 202.00 feet; thence North 86°54'46" East, 125.19 feet; thence South 03°05'14" East, 20.07 feet; thence North 86°27'27" East, 725.98 feet; thence South 76°01'19" East, 291.81 feet, for a POINT OF BEGINNING "A"; thence South 81°32'09" East, 95.92 feet; thence South 86°07'45" East, 43.58 feet, for a reference POINT "A"; thence South 20°48'06" East, 59.37 feet; thence South 35°09'40" West, 27.70 feet; thence South 00°12'00" East, 14.96 feet; thence South 17°22'43" East, 110.16 feet; thence South 80°11'23" West, 124.30 feet; thence North 18°09'53" West, 14.51 feet; thence North 15°26'52" East, 25.09 feet; thence North 02°47'33" West, 31.36 feet; thence North 30°23'01" West, 20.64 feet; thence North 23°20'55" East, 32.40 feet; thence North 29°54'40" West, 125.75 feet; thence North 28°14'49" East, 12.06 feet, to the Point of Beginning "A".

And also, commencing at said reference POINT "A"; thence North 50°50'07" East, 296.69 feet, for a POINT OF BEGINNING "B"; thence North 17°52'58" West, 21.27 feet; thence North 09°18'46" East, 14.21 feet; thence North 04°49'40" East, 19.69 feet; thence North 24°28'42" West, 18.64 feet; thence North 65°40'29" West, 19.49 feet; thence North 85°50'24" West, 42.24 feet; thence North 20°01'00" West, 21.44 feet; thence North 49°09'20" East, 16.05 feet; thence North 74°48'27" East, 10.16 feet; thence North 67°40'13" East, 52.11 feet; thence South 85°56'28" East, 41.82 feet; thence South 81°41'42" East, 48.97 feet; thence South 56°25'25" East, 58.64 feet; thence South 41°51'58" West, 47.24 feet; thence South 20°31'18" West, 29.86 feet; thence South 57°37'43" West, 26.97 feet; thence South 43°39'36" West, 23.47 feet; thence South 84°36'02" West, 27.35 feet; thence North 71°48'56" West, 7.89 feet; thence North 82°30'01" West, 16.09 feet, to the Point of Beginning "B". All of the above containing 0.957 Acres.

EXHIBIT D

10 MILE ROAD



SUBJECT PROPERTY & SHEET INDEX DETENTION/SEDIMENTATION BASIN EASEMENT



**SEIBER, KEAST
ENGINEERING, L.L.C.**

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100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

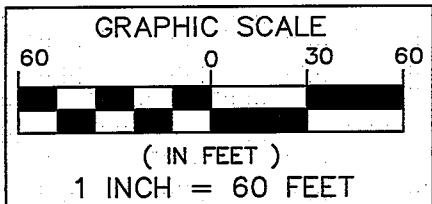
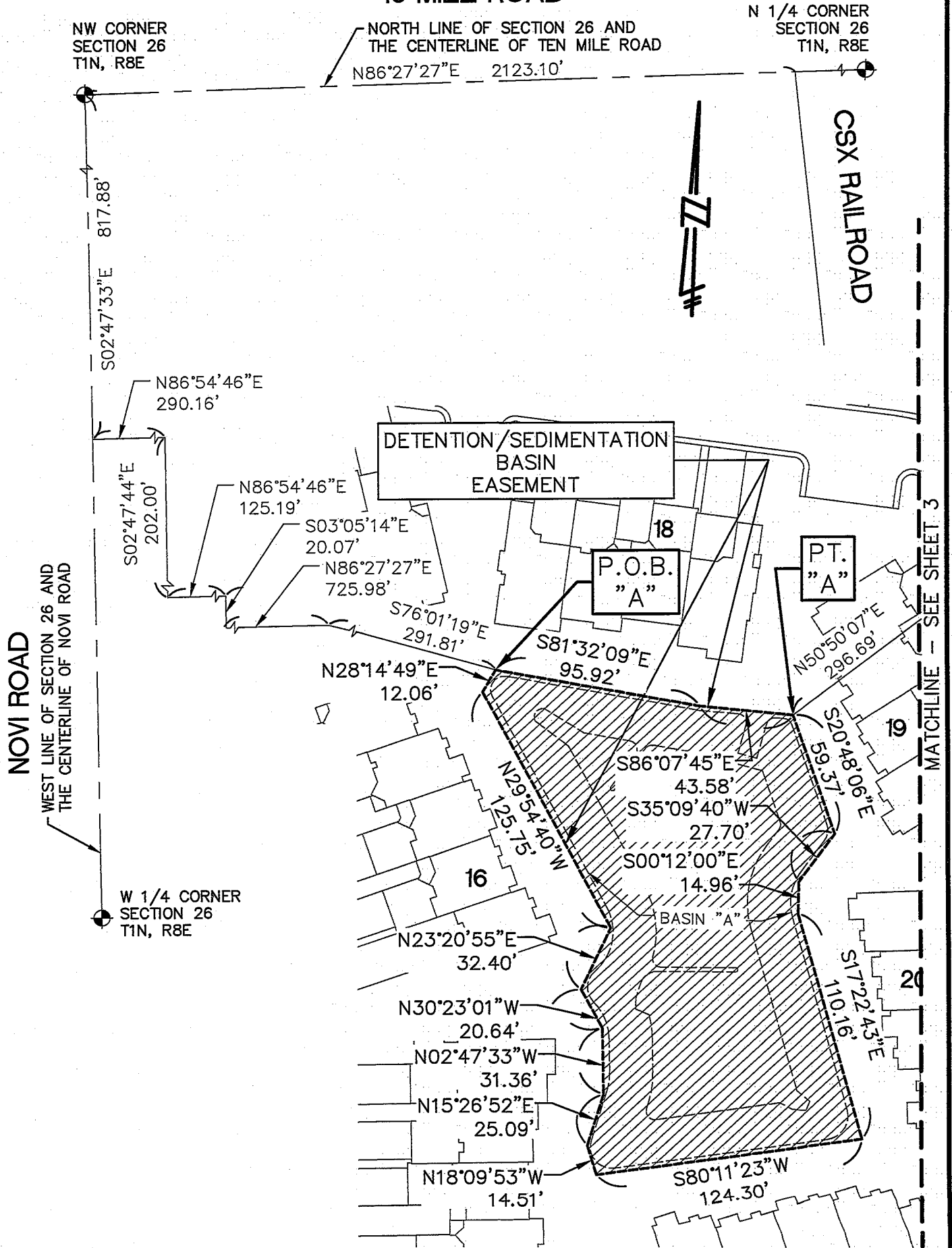
**RIDGEVIEW
VILLAS OF NOVI**

SECTION 26, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

| | |
|-----------|----------------|
| SCALE: | 1" = 400' |
| DATE: | 11-11-2015 |
| JOB NO.: | 13-038 |
| DWG FILE: | 13-038ESMT-STW |
| DRAWN BY: | DFR |
| CHECK: | JE |
| SHEET: | 1 OF 3 |

EXHIBIT D

10 MILE ROAD



DETENTION/SEDIMENTATION BASIN EASEMENT (0.957 ACRES)

DETENTION/SEDIMENTATION BASIN EASEMENT AREA



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

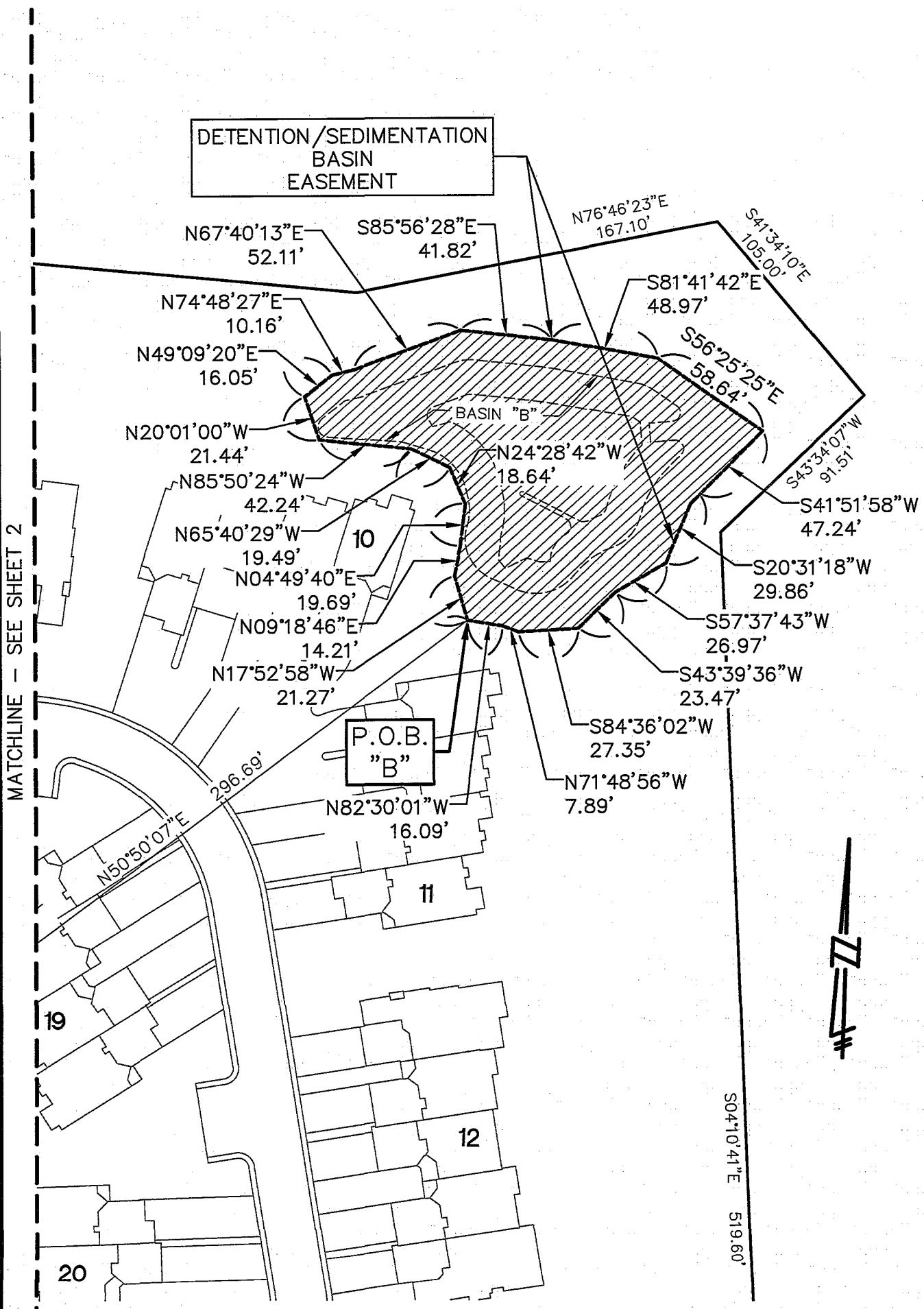
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RIDGEVIEW VILLAS OF NOVI

SECTION 26, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

| | |
|-----------|----------------|
| SCALE: | 1" = 60' |
| DATE: | 11-11-2015 |
| JOB NO.: | 13-038 |
| DWG FILE: | 13-038ESMT-STW |
| DRAWN BY: | DFR |
| CHECK: | JE |
| SHEET: | 2 OF 3 |

EXHIBIT D



DETECTION/SEDIMENTATION BASIN EASEMENT AREA



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

**RIDGEVIEW
VILLAS OF NOVI**

SECTION 26, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

| | |
|-----------|----------------|
| SCALE: | 1" = 60' |
| DATE: | 11-11-2015 |
| JOB NO.: | 13-038 |
| DWG FILE: | 13-038ESMT-STW |
| DRAWN BY: | DFR |
| CHECK: | JE |
| SHEET: | 3 OF 3 |