CITY OF NOVI CITY COUNCIL FEBRUARY 24, 2025



SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for the Catholic Central High School Connector Road project located on the south side of Twelve Mile Road and west of Wixom Road (parcels 50-22-18-200-026 and 50-22-18-200-027).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

• This agreement is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site detention basin.

BACKGROUND INFORMATION:

Catholic Central High School is located on the south side of Twelve Mile Road and west of Wixom Road. Catholic Central High School requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the Connector Road project. The Storme Drainage Facility Maintenance Easement Agreement (SDFMEA) is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to property maintain their privately owned on-site detention basins.

Spalding DeDecker has inspected the on-site stormwater maintenance system. The inspection approval letter dated October 25, 2023, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, December 11, 2024) and the City Engineering consultant (Spalding DeDecker, December 11, 2024) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Catholic Central Connector Road located on the south side of Twelve Mile Road and west of Wixom Road (parcels 50-22-18-200-026 and 50-22-18-200-027).



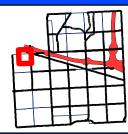
Pate: 2/11/2025 Project:Catholic Central Connector Rd Version: 1.0 Amended By: Date: Department:

MAP INTERPRETATION NOTICE

ap 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 Noxi. Boundary measurements and area calculations are approximate d should not be construed as survey measurements performed by licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Pleased contact the City GIS Manager to

Legend

Major Roads
Minor Roads
Project Location





100

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





ELIZABETH KUDLA SAARELA esaarela@rsjalaw.com

27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 P 248.489.4100 | F 248.489.1726 rsjalaw.com



ROSATI | SCHULTZ JOPPICH | AMTSBUECHLER

December 11, 2024

Ben Croy, City Engineer City of Novi Field Services Complex 26300 Lee BeGole Drive Novi, MI 48375

RE: Catholic Central Connector Road JSP 22-48 Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Catholic Central Connector Road development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The attached exhibits have been reviewed and approved by the City's Consulting Engineer. The Agreement isin 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. We will forward the original to the City Clerk's office upon receipt.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMTSBUECHLER PC Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer City of Novi December 11, 2024 Page 2

C: Cortney Hanson, Clerk Charles Boulard, Community Development Director Barb McBeth, Planner Lindsay Bell, Planner Diana Shanahan, Planner Dan Commer, Planner Sarah Marchioni, Community Development Building Project Coordinator Angie Sosnowski, Community Development Bond Coordinator Alyssa Craigie, Administrative Assistant Ben Croy, City Engineer Humna Anjum, Project Engineer Ben Nelson, Project Engineer Milad Alesmail, Project Engineer Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker Andy Wozniak, Ziemet Wozniak & Associates Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 5^{-77} day of <u>December</u> 2024, by and between The Catholic Central High School of Detroit, Inc, a Michigan nonprofit corporation, (aka Catholic Central High School of Detroit Michigan, Catholic Central High School, or Catholic Central High School of Detroit, Inc.) whose address is 27225 Wixom Road, Novi, Michigan 48374 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 18 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a Connector Road on the Property. Tax Identification Number: 22-18-200-026 and 22-18-200-027

B. The Connector Road shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached **Exhibit B**.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve

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

The Owner, 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.

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.

Tax Identification Number: 22-18-200-026 and 22-18-200-027

2

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

OWNER

The Catholic Central High School of Detroit, Inc, a Michigan non-profit corporation.

By: Edward Turek, Its President

STATE OF MICHIGAN

)) ss.)

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 571° day of DECEMBER 20 24, by Edward Turek, as the President of The Catholic Central High School of Detroit, Inc, a Michigan non-profit corporation.

MICHAEL D. WILSON NOTARY PUBLIC, STATE OF MI COUNTY OF OAKLAND	Notary Public Acting in Oakland County, Michigan		
MY COMMISSION EXPIRES OCT 15, 2028 ACTING IN COUNTY OF OALLAT	My Commission Expires: 10-15-2028		
	CITY OF NOVI		
	A Municipal Corporation		
	Ву:		
	lts:		
STATE OF MICHIGAN)			
) ss.			
COUNTY OF OAKLAND)			
	wledged before me on thisday ofday of, on behalf of the City of Novi, a		
	Notary Public		
	Acting in Oakland County, Michigan		
	My Commission Expires:		
Tax Identification Number: 22-18-200-026 and 22-18-2	00-027		
Drafted by:	And when recorded return to:		
Elizabeth Kudla Saarela	Cortney Hanson, City Clerk		
Johnson, Rosati, Schultz & Joppich, P.C.	City of Novi		
27555 Executive Drive, Suite 250	45175 Ten Mile Rd		
Farmington Hills, MI 48331	Novi, MI 48375		

3

EXHIBIT 'A'

OVERALL LEGAL DESCRIPTION: (TAX ID. 23-18-200-026 AND 22-18-200-027)

PART OF THE NORTH 1/2 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE NORTH LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH) S. 88°55'17" E. 1316.65 FEET; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG BERKSHIRE POINTE, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2080, 1) S. 00°44'12" E. 630.03 FEET, 2) S. 89°31'51" E. 29.92 FEET, 3) 177.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE 50°49'12" AND A CHORD THAT BEARS S. 64°07'16" E. 171.64 FEET, 4) 417.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 459.96 FEET, CENTRAL ANGLE 51°58'21" AND A CHORD THAT BEARS S. 64°41'50" E. 403.07 FEET, 5) N. 89°19'00" E. 165.00 FEET, 6) S. 00°41'00" E. 384.00 FEET AND 7) N. 89°19'00" E. 539.99 FEET TO A POINT ON THE 60 FOOT RIGHT OF WAY LINE OF WIXOM ROAD; THENCE ALONG SAID LINE S. 00°41'00" E. 1098.12 FEET TO A POINT ON THE NORTH LINE OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 1271; THENCE ALONG SAID LINE N. 89°23'05" W. 2585.76 FEET TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18, ALSO BEING THE EAST LINE OF ANDELINA RIDGE, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2063; THENCE ALONG SAID LINE N. 00°15'03" W. 1028.05 FEET; THENCE N. 89°31'51" W. 165.00 FEET; THENCE N. 00°15'03" W. 1320.00 FEET TO A POINT ON SAID NORTH LINE OF SECTION 18, ALSO BEING THE CENTERLINE OF 12 MILE ROAD; THENCE ALONG SAID LINE S. 89°31'51" E. 165.00 FEET TO SAID NORTH 1/4 CORNER OF SECTION 18 AND POINT OF BEGINNING CONTAINING 115.11 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER WIXOM ROAD AND 12 MILE ROAD.

BASIS OF BEARING FOR THE PROPERTY DESCRIPTION IS THE NORTH-SOUTH 1/4 LINE, SEC. 28 S. 00°15'03" E.

REVISIONS ITEM DATE BY REVISED EASEMENT 10-11-23 PTG	OVERALL LEGAL DESCRIPTION CATHOLIC CENTRAL HIGH SCHOOL	DATE 62323	SCALE HOR: 1" = FIELD BOOK NO.	
	CITY OF NOVI OAKLAND COUNTY MICHIGAN	DESIGNED BY		GHT 2022
	Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DRAWN BY PTG		© COPYRI

EXHIBIT 'B'

MAINTENANCE TASKS AND SCHEDULE

TASKS:	SCHEDULE:	BUDGET AMOUNT:		
Inspect for sediment accumulation (Storm sewer and basins)	Annually	\$ 500.00		
Removal of sediment accumulation	As needed*	\$ 1,000.00		
Inspect for floatables and debris	Annually	\$ 250.00		
Cleaning of floatables and debris	Annually	\$ 500.00		
Inspection for erosion	Annually	\$ 225.00		
Reestablish permanent vegetation on eroded slopes	As needed*	\$ 1,000.00		
Mowing	0 to 2 times per year	\$ 1,500.00		
Inspect structural elements during wet weather and compare to as-built plans (by a professional engineer reporting to the Association)	Annually	\$ 1,500.00		
Make adjustments or replacements as determined by inspection	As needed*	\$ 1,200.00		
Total Annual Budget		\$ 7,675.00		

*"As needed" means when sediment has accumulated to a depth of one foot. Total Annual Budget \$7,675.00

REVISIONS	STORMWATER DRAINAGE FACILITY	DATE	SCALE HOR: 1" =
ITEM DATE BY	MAINTENANCE TASK & BUDGET	8/15/22	FIELD BOOK NO.
	$Z^{\underline{\text{EIIVIEI}}} W_{\alpha \text{ Associates}}$	DESIGNED BY RH	јов no. 19120.1
	Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE., SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DRAWN BY PTG	SHEET NO.

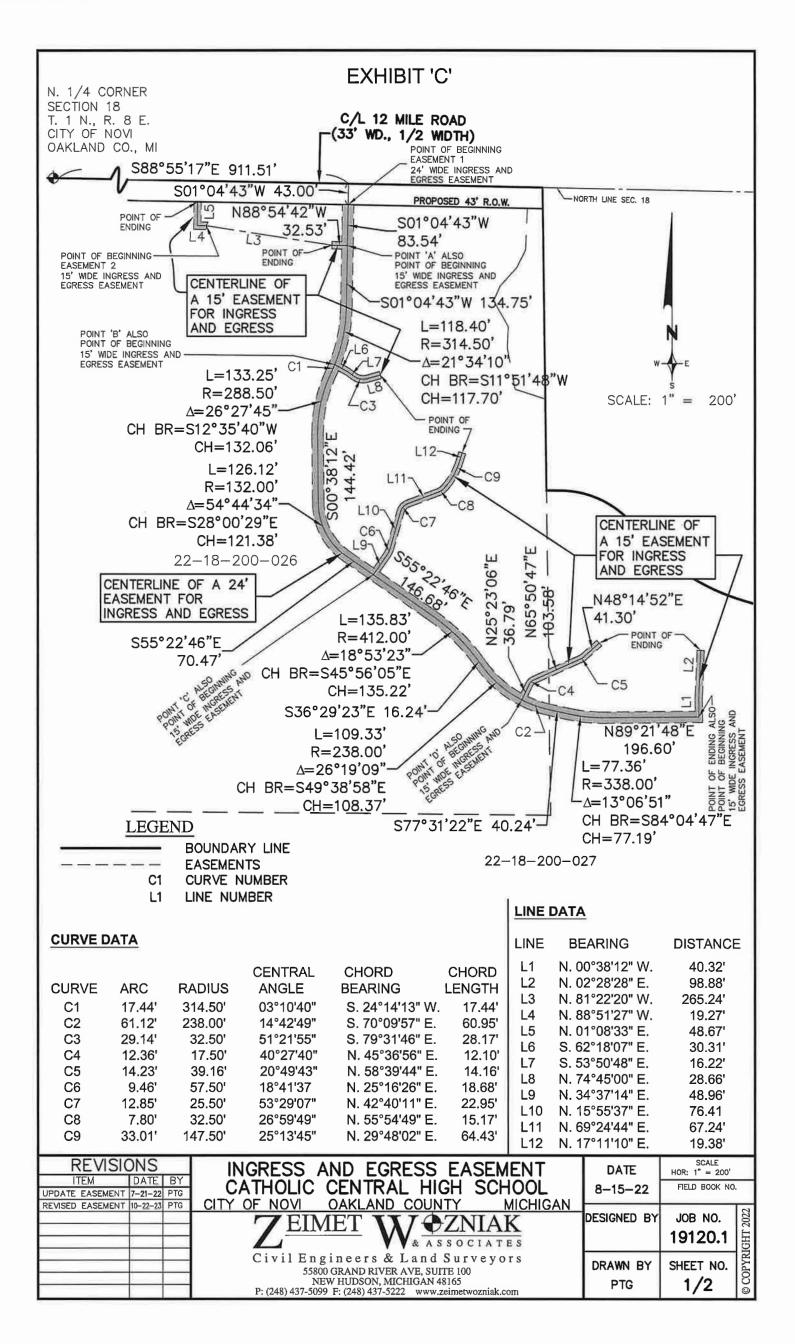


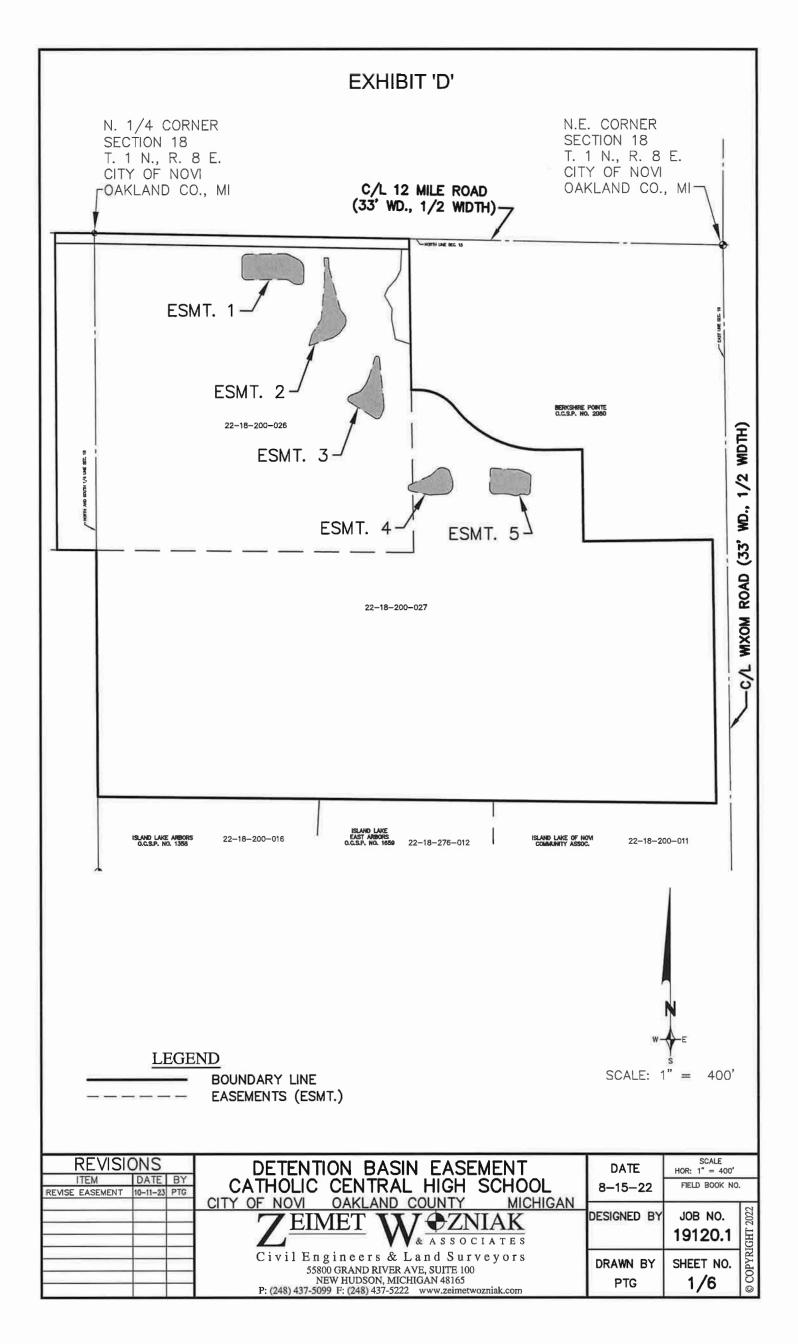
EXHIBIT 'C'

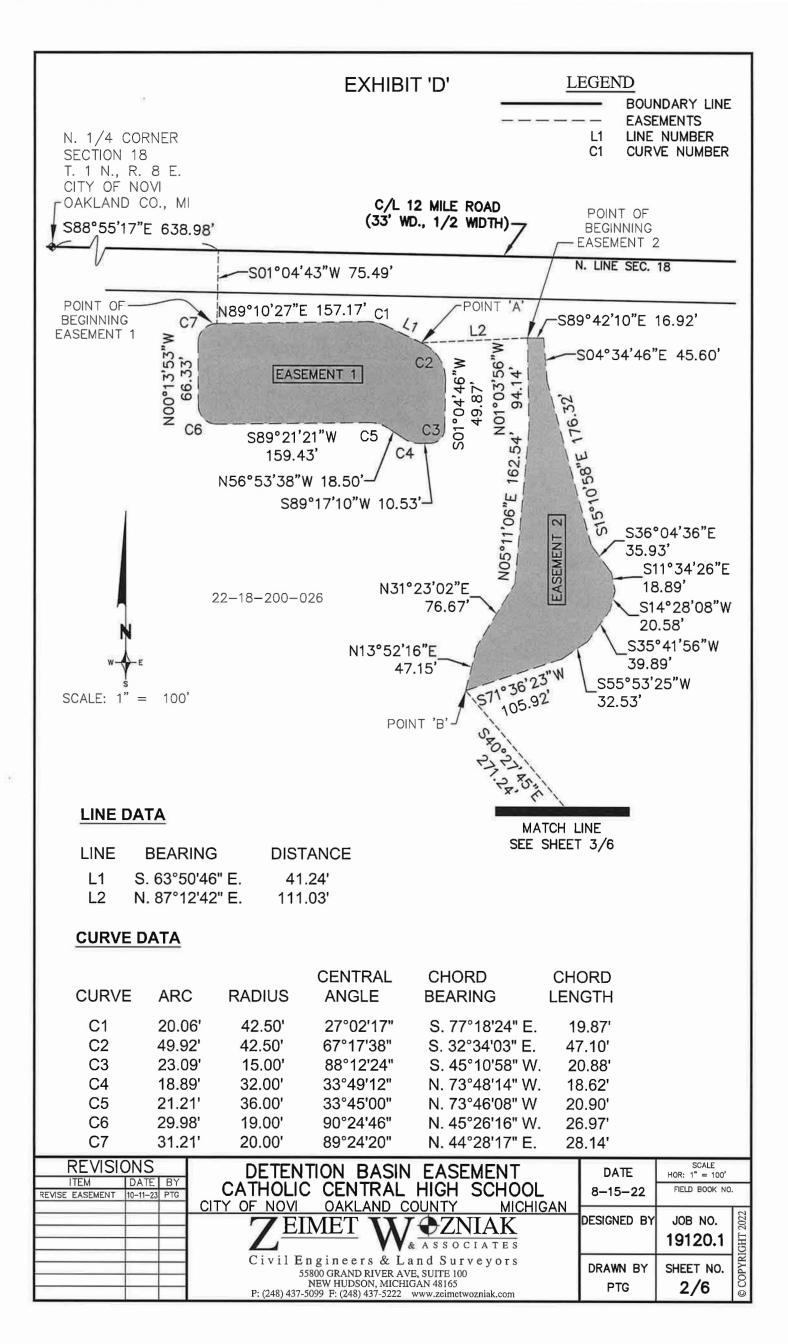
INGRESS AND EGRESS LEGAL DESCRIPTION:

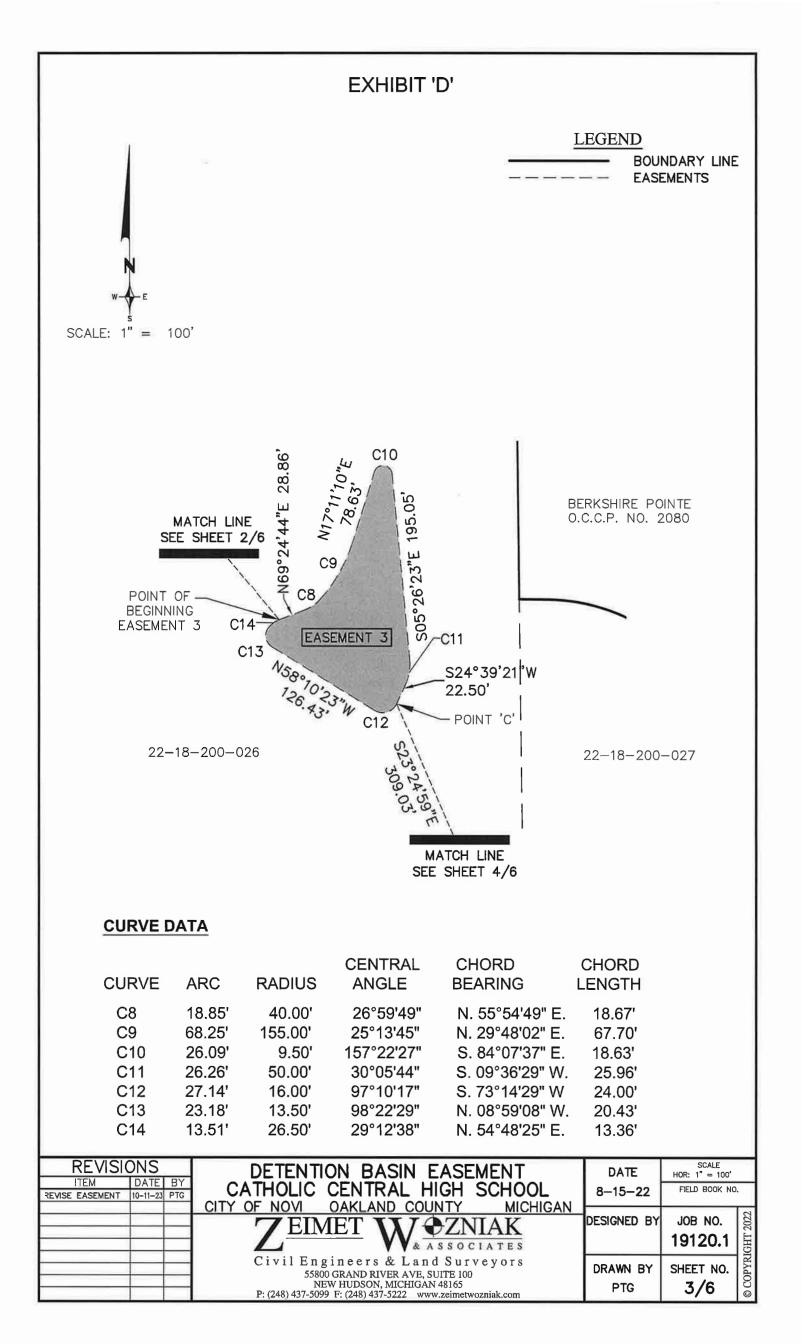
A CENTERLINE DESCRIPTION OF TWO (2) NON-CONTIGUOUS INGRESS AND EGRESS EASEMENTS REFERRED TO AS EASEMENTS 1 AND 2 LOCATED IN THE N.E. 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE NORTH LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH) S. 88°55'17" E. 911.51 FEET; THENCE S. 01°04'43" W. 43.00 FEET TO A POINT ON THE PROPOSED 43 FEET WIDE RIGHT OF WAY LINE OF 12 MILE ROAD, ALSO BEING THE POINT OF BEGINNING OF EASEMENT 1, A 24 FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE ALONG SAID EASEMENT CENTERLINE S. 01°04'43" W. 83.54 FEET TO POINT 'A'; THENCE S. 01°04'43" W. 134.75 FEET; THENCE 118.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 314.50 FEET, CENTRAL ANGLE 21°34'10" AND A CHORD THAT BEARS S. 11°51'48" W. 117.70 FEET TO POINT 'B'; THENCE 17.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 314.50 FEET, CENTRAL ANGLE 03°10'40" AND A CHORD THAT BEARS S. 24°14'13" W. 17.44 FEET; THENCE 133.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 288.50 FEET, CENTRAL ANGLE 26°27'45" AND A CHORD THAT BEARS S. 12°35'40" W. 132.06 FEET; THENCE S. 00°38'12" E. 144.42 FEET; THENCE 126.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 132.00 FEET, CENTRAL ANGLE 54°44'34" AND A CHORD THAT BEARS S. 28°00'29" E. 121.38 FEET; THENCE S. 55°22'46" E. 70.47 FEET TO POINT 'C'; THENCE S. 55°22'46" E. 146.68 FEET; THENCE 135.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 412.00 FEET, CENTRAL ANGLE 18°53'23" AND A CHORD THAT BEARS S. 45°56'05" E. 135.22 FEET; THENCE S. 36°29'23" E. 16.24 FEET; THENCE 109.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 238.00 FEET, CENTRAL 26°19'09" AND A CHORD THAT BEARS S. 49°38'58" E. 108.37 FEET TO POINT 'D'; THENCE 61.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 238.00 FEET, CENTRAL ANGLE 14°42'49" AND A CHORD THAT BEARS S. 70°09'57" E. 60.95 FEET; THENCE S. 77°31'22" E. 40.24 FEET; THENCE 77.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 338.00 FEET, CENTRAL ANGLE 13°06'51" AND A CHORD THAT BEARS S. 84°04'47" E. 77.19 FEET; THENCE N. 89°21'48" E. 196.60 FEET TO A POINT OF ENDING OF SAID 24 FOOT WIDE INGRESS AND EGRESS EASEMENT, ALSO BEING THE POINT OF BEGINNING OF A 15.00 FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE ALONG SAID CENTERLINE OF A 15 FOOT WIDE INGRESS AND EGRESS EASEMENT N. 00°38'12" W. 40.32 FEET; THENCE N. 02°28'28" E. 98.88 FEET TO A POINT OF ENDING OF SAID 15 FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE FROM SAID POINT 'B' ALONG THE CENTERLINE OF A 15 FOOT WIDE INGRESS AND EGRESS EASEMENT S. 62°18'07" E. 30.31 FEET; THENCE S. 53°50'48" E. 16.22 FEET; THENCE 29.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 32.50 FEET, CENTRAL ANGLE 51°21'55" AND A CHORD THAT BEARS S. 79°31'46" E. 28.17 FEET; THENCE N. 74°45'00" E. 28.66 FEET TO A POINT OF ENDING OF SAID 15 FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE FROM SAID POINT 'C' ALONG THE CENTERLINE OF A 15 FOOT WIDE INGRESS AND EGRESS EASEMENT N. 34°37'14" E. 48.96 FEET; THENCE 9.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 57.50 FEET, CENTRAL ANGLE 18°41'37" AND A CHORD THAT BEARS N. 25°16'26" E. 18.68 FEET; THENCE N. 15°55'37" E. 76.41 FEET; THENCE 12.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 25.50 FEET, CENTRAL ANGLE 53°29'07 AND A CHORD THAT BEARS N. 42°40'11" E. 22.95 FEET; THENCE N. 69°24'44" E. 67.24 FEET; THENCE 7.80 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 32.50 FEET, CENTRAL ANGLE 26°59'49" AND A CHORD THAT BEARS N. 55°54'49" E. 15.17 FEET; THENCE 33.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 147.50 FEET, CENTRAL ANGLE 25°13'45" AND A CHORD THAT BEARS N. 29°48'02" E. 64.43 FEET; THENCE N. 17°11'10" E. 19.38 FEET TO A POINT OF ENDING OF SAID 15 FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE FROM SAID POINT 'D' N. 25°23'06" E. 36.79 FEET; THENCE 12.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 17.50 FEET, CENTRAL ANGLE 40°27'40" AND A CHORD THAT BEARS N. 45°36'56" E. 12.10 FEET; THENCE N. 65°50'47" E. 103.58 FEET; THENCE 14.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 39.16 FEET, CENTRAL ANGLE 20°49'43" AND A CHORD THAT BEARS N. 58°39'44" E. 14.16 FEET; THENCE N. 48°14'52" E. 41.30 FEET TO A POINT OF ENDING OF SAID 15 FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE FROM SAID POINT 'A' ALONG THE CENTERLINE OF A 15 FOOT WIDE INGRESS AND EGRESS EASEMENT N. 88°54'42" W. 32.53 FEET TO THE POINT OF ENDING OF SAID 15 FOOT WIDE INGRESS AND EGRESS EASEMENT 1; THENCE N. 81°22'20" W. 265.24 FEET TO THE POINT OF BEGINNING OF EASEMENT 2. A 15 FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE ALONG SAID CENTERLINE N. 88°51'27" W. 19.27 FEET; THENCE N. 01°08'33" E. 48.67 FEET TO THE POINT OF ENDING OF SAID EASEMENT 2, ALSO BEING ON THE PROPOSED 43 FOOT WIDE RIGHT OF WAY LINE OF 12 MILE ROAD.

TAX ID. 22–18–200–026 AND 22–18–200–027			
REVISIONS	INGRESS AND EGRESS EASEMENT	DATE	SCALE HOR: 1" =
ITEM DATE BY UPDATE EASEMENT 7-21-22 PTG	CATHOLIC CENTRAL HIGH SCHOOL	8-15-22	FIELD BOOK NO.
REVISED EASEMENT 10-11-23 PTG	CITY OF NOVI OAKLAND COUNTY MICHIGAN	DESIGNED BY	JOB NO. 200
	EIMET W/ VZNIAK	DESIGNED BI	19120.1
	V V & ASSOCIATES		1012011
	Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100	DRAWN BY	SHEET NO.
	NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	PTG	2/2







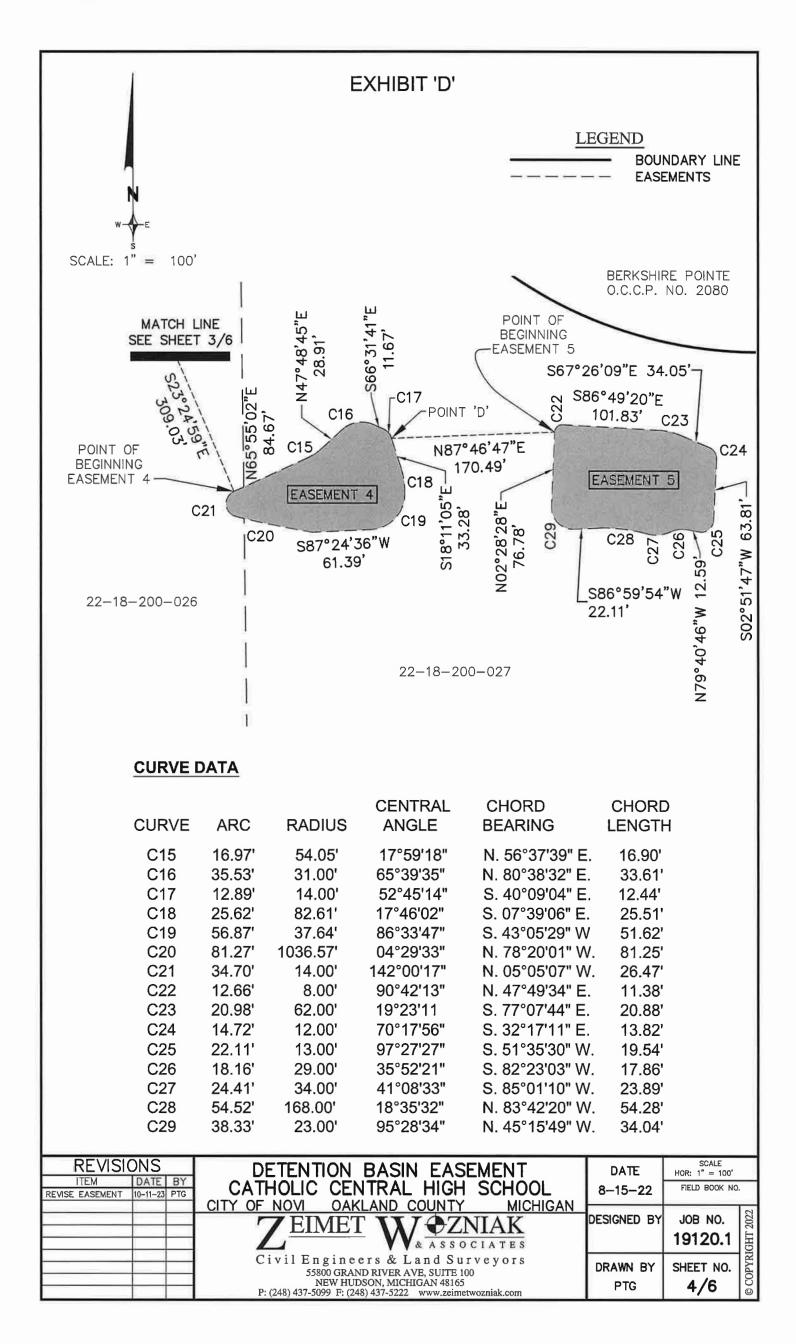


EXHIBIT 'D'

DETENTION BASIN EASEMENTS LEGAL DESCRIPTION

A DESCRIPTION OF FIVE (5) NON-CONTIGUOUS DETENTION BASIN EASEMENTS REFERRED TO AS EASEMENTS 1, 2, 3, 4 AND 5 LOCATED IN THE N.E. 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE N. 1/4 CORNER OF SAID SECTION 18, THENCE S. 88°55'17" E. 638.98 FEET ALONG THE NORTH LINE OF SAID SECTION 18 ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE S. 01°04'43" W. 75.49 FEET TO THE POINT OF BEGINNING OF FEET WIDE, 1/2 WIDTH); THENCE S. 01°04'43" W. 75.49 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 1; THENCE ALONG SAID EASEMENT 1, N. 89°10'27" E. 157.17 FEET; THENCE 20.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 42.50 FEET, CENTRAL ANGLE 27°02'17" AND A CHORD THAT BEARS S. 77°18'24" E. 19.87 FEET; THENCE S. 63°50'46" E. 41.24 FEET TO POINT 'A'; THENCE 49.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 42.50 FEET, CENTRAL ANGLE 67°17'38" AND A CHORD THAT BEARS S. 32°34'03" E. 47.10 FEET; THENCE S. 01°04'46" W. 49.87 FEET; THENCE 23.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 15.00 FEET, CENTRAL ANGLE 88°12'24" AND A CHORD THAT BEARS S. 45°10'58" W. 20.88 FEET; THENCE S. 89°17'10" W. 10.53 FEET; THENCE 18.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 32 00 FEET CENTRAL ANGLE 33°40'12" ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 32.00 FEET, CENTRAL ANGLE 33°49'12" AND A CHORD THAT BEARS N. 73°48'14" W. 18.62 FEET; THENCE N. 56°53'38" W. 18.50 FEET; THENCE 21.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 36.00 FEET, CENTRAL ANGLE 33°45'00" AND A CHORD THAT BEARS N. 73°46'08" W. 20.90 FEET; THENCE S. 89°21'21" W. 159.43 FEET; THENCE 29.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 19.00 FEET, CENTRAL ANGLE 90°24'46" AND A CHORD THAT BEARS N. 45°26'16" W. 26.97 FEET; THENCE N. 00°13'53" W. 66.33 FEET; THENCE 31.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 20.00 FEET, CENTRAL ANGLE 89°24'20" AND A CHORD THAT BEARS N. 44°28'17" E. 28.14 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 1; THENCE FROM SAID POINT 'A' N. 87°12'42" E. 111.03 FEET TO THE POINT OF BEGINNING OF EASEMENT 2; THENCE ALONG SAID EASEMENT 2, S. 89°42'10" E. 16.92 FEET; THENCE S. 04°34'46" E. 45.60 FEET; THENCE S. 15°10'58" E. 176.32 FEET; THENCE S. 36°04'36" E. 35.93 FEET; THENCE S. 11°34'26" E. 18.89 FEET; THENCE S. 14°28'08" W. 20.58 FEET; THENCE S. 35°41'56" W. 39.89 FEET; THENCE S. 55°53'25" W. 32.53 FEET; THENCE S. 71°36'23" W. 105.92 FEET TO POINT 'B'; THENCE N. 13°52'16" E. 47.15 FEET; THENCE N. 31°23'02" E. 76.67 FEET; THENCE N. 05°11'06" E. 162.54 FEET; THENCE N. 01°03'56" W. 94.14 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 2; THENCE FROM SAID POINT 'B' S. 40°27'45" E. 271.24 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 3; THENCE ALONG SAID EASEMENT 3, N. 69°24'44" E. 28.86 FEET; THENCE 18.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 40.00 FEET, CENTRAL ANGLE 26°59'49" AND A CHORD THAT BEARS N. 55°54'49" E. 18.67 FEET; THENCE 68.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 155.00 FEET, CENTRAL ANGLE 25°13'45" AND A CHORD THAT BEARS N. 29°48'02" E. 67.70 FEET; THENCE N. 17°11'10" E. 78.63 FEET; THENCE 26.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 9.50 FEET, CENTRAL ANGLE 157°22'27" ALONG THE ARC OF A CORVE TO THE RIGHT, RADIUS 9.50 FEET, CENTRAL ANGLE 157 22 27 AND A CHORD THAT BEARS S. 84°07'37" E. 18.63 FEET; THENCE S. 05°26'23" E. 195.05 FEET; THENCE 26.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 50.00 FEET, CENTRAL ANGLE 30°05'44" AND A CHORD THAT BEARDS S. 09°36'29" W. 25.96 FEET; THENCE S. 24°39'21" W. 22.50 FEET TO POINT 'C'; THENCE 27.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 16.00 FEET, CENTRAL ANGLE 97°10'17" AND A CHORD THAT BEARS S. 73°14'29" W. 24.00 FEET; THENCE N. 58°10'23" W. 126.43 FEET; THENCE 23.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 13.50 FEET, CENTRAL ANGLE 98°22'29" AND A CHORD THE RIGHT DEADS N. 08°50'08" W 20.43 FEET; THENCE 13.51 FEET ALONG THE ARC OF A CURVE TO THAT BEARS N. 08°59'08" W. 20.43 FEET; THENCE 13.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 26.50 FEET, CENTRAL ANGLE 29°12'38" AND A CHORD THAT BEARS N. 54°48'25" E. 13.36 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 3; THENCE FROM SAID POINT 'C' S. 23°24'59" E. 309.03 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 4; THENCE ALONG SAID EASEMENT 4, N. 65°55'02" E. 84.67 FEET; THENCE 16.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 54.05 FEET, CENTRAL ANGLE 17°59'18" AND A CHORD THAT BEARS N. 56°37'39" E. 16.90 FEET; THENCE N. 47°48'45" E. 28.91 FEET; THENCE 35.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 31.00 FEET, CENTRAL ANGLE 65°39'35" AND A CHORD THAT BEARS N. 80°38'32" E. 33.61 FEET; THENCE S. 66°31'41" E. 11.67 FEET; THENCE 12.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 14.00 FEET, CENTRAL ANGLE 52°45'14" AND A CHORD THAT BEARS S. 40°09'04" E. 12.44 FEET TO DOINT '2' THENCE POINT 'D'; THENCE

CONTINUE ON SHEET 6/6

TAX ID. 22-18-200-026 AND 22-18-200-027

 ATE BY -11-23 PTG	DETENTION BASIN EASEMENT CATHOLIC CENTRAL HIGH SCHOOL CITY OF NOVI OAKLAND COUNTY MICHIGAN	DATE 8-15-22	SCALE HOR: 1" = FIELD BOOK NO).
		DESIGNED BY	JOB NO. 19120.1	GHT 2022
	Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DRAWN BY PTG	SHEET NO. 5/6	© COPYRI

EXHIBIT 'D'

CONTINUED FROM SHEET 5/6.

S. 18°11'05" E. 33.28 FEET; THENCE 25.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 82.61 FEET, CENTRAL ANGLE 17°46'02" AND A CHORD THAT BEARS S. 07°39'06" E. 25.51 FEET; THENCE 56.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 37.64 FEET, CENTRAL ANGLE 86°33'47" AND A CHORD THAT BEARS S. 43°05'29" W. 51.62 FEET; THENCE S. 87°24'36" W. 61.39 FEET; THENCE 81.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1036.57 FEET, CENTRAL ANGLE 04°29'33" AND A CHORD THAT BEARS N. 78°20'01" W. 81.25 FEET; THENCE 34.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 14.00 FEET, CENTRAL ANGLE 142°00'17" AND A CHORD THAT BEARS N. 05°05'07" W. 26.47 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 4; THENCE FROM SAID POINT 'D' N. 87°46'47" E. 170.49 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 5, THENCE ALONG SAID EASEMENT 5, 12.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 8.00 FEET, CENTRAL ANGLE 90°42'13" AND A CHORD THAT BEARS N. 47°49'34" E. 11.38 FEET; THENCE S. 86°49'20" E. 101.83 FEET; THENCE 20.98 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 62.00 FEET, CENTRAL ANGLE 19°23'11" AND A CHORD THAT BEARS S. 77°07'44" E. 20.88 FEET; THENCE S. 67°26'09" E. 34.05 FEET; THENCE 14.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 12.00 FEET, CENTRAL ANGLE 70°17'56" AND A CHORD THAT BEARS S. 32°17'11" E. 13.82 FEET; THENCE S. 02°51'47" W. 63.81 FEET; THENCE 22.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 13.00 FEET, CENTRAL ANGLE 97°27'27" AND A CHORD THAT BEARS S. 51°35'30" W. 19.54 FEET; THENCE N. 79°40'46" W. 12.59 FEET; THENCE 18.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 29.00 FEET, CENTRAL ANGLE 35°52'21" AND A CHORD THAT BEARS S. 82°23'03" W. 17.86 FEET; THENCE 24.41 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 41°08'33" AND A CHORD THAT BEARS S. 85°01'10" W. 23.89 FEET; THENCE 54.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 168.00 FEET, CENTRAL ANGLE 18°35'32" AND A CHORD THAT BEARS N. 83°42'20" W. 54.28 FEET; THENCE S. 86°59'54" W. 22.11 FEET; THENCE 38.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 23.00 FEET, CENTRAL ANGLE 95°28'34" AND A CHORD THAT BEARS N. 45°15'49" W. 34.04 FEET; THENCE N. 02°28'28" E. 76.78 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 5.

TAX ID. 22-18-200-026 AND 22-18-200-027

REVISIONS	DETENTION BASIN EASEMENT	DATE	SCALE HOR: 1" =	
ITEM DATE BY	CATHOLIC CENTRAL HIGH SCHOOL	8-15-22	FIELD BOOK NO.).
REVISE EASEMENT 10-11-23 PTG		0-13-22		
	CITY OF NOVI OAKLAND COUNTY MICHIGAN			
	7 EIMET W OZNIAK	DESIGNED BY	JOB NO.	2022
			404004	
	VV& ASSOCIATES		19120.1	COPYRIGHT
	Civil Engineers & Land Surveyors			R
	55800 GRAND RIVER AVE, SUITE 100	DRAWN BY	SHEET NO.	E C
	NEW HUDSON, MICHIGAN 48165	PTG	6/6	5
	P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	FIG	0/0	0



December 11, 2024

Ben Croy City of Novi 26300 Lee BeGole Drive Novi, Michigan 48375

Re: Catholic Central Connector Road - Acceptance Documents Review #4 Novi # JSP21-0017 SDA Job No. NV22-205 FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on December 09, 2024 against the Final Site Plan (Stamping Set) approved on January 16, 2023. We offer the following comments:

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

- On-Site Water System Easement (executed 12/05/2024) Exhibits Approved.
- Storm Drainage Facility / Maintenance Easement Agreement (executed12/05/2024) Exhibits Approved.
- 3. Sidewalk Easement (executed 12/05/2024) Exhibit Approved.
- Warranty Deed for Road Right-of-Way (executed 12/05/2024) Exhibits Approved.
- Bills of Sale: Sanitary Sewer System and Water Supply System (executed 12/05/2024) Exhibits Approved.
- Full Unconditional Waivers of Lien from contractors installing public utilities (executed 05/15/2024) Received
- Sworn Statement signed by Developer (executed 05/16/2024) Received



Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated August 15, 2022 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER

Holly Demers Engineer

Cc (via Email):

Taylor Reynolds, Spalding DeDecker Ben Nelson, Citv of Novi Cortney Hanson, City of Novi Diana Shanahan, City of Novi Sarah Marchioni, City of Novi Humna Anjum, City of Novi Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler Angie Sosnowski, City of Novi Melissa Morris, City of Novi Alyssa Craigie, City of Novi Barb McBeth. Citv of Novi Lindsay Bell, City of Novi Milad Alesmail, City of Novi Dan Commer, City of Novi Ben Nelson, City of Novi Andy Wozniak, Zeimet Wozniak & Associates



October 25, 2023

Mrs. Humna Ajum Project Engineer Department of Public Services Field Services Complex – Engineering Division 26300 Lee BeGole Drive Novi, MI 48375

Re: Catholic Central Connector Road Storm Water Detention System Inspection Novi SP No.: JSP21-0017 SDA Job No.: NV22-205

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping, detention basin(s) and outlet control structure(s) for the above mentioned project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans and recommend a full release of this financial guarantee.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER

Heather Gendron Digitally signed by Heather Gendron Date: 2023.10.25 08:50:46-04'00'

Heather Gendron, PE Project Manager

 cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail) Angela Sosnowski, City of Novi – Bond Coordinator (e-mail) Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail) Justin Barringer, JS Vig (e-mail) SDA CE Job File

27333 Meadowbrook Rd., Suite 210 | Novi, MI 48377 Phone (248) 844-5400 | Fax (248) 844-5404