



CITY of NOVI CITY COUNCIL

**Agenda Item K
June 22, 2015**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Land Company, LLC, for the Berkshire Pointe Condominium located south of Grand River Avenue and west of Wixom Road.

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer for Berkshire Pointe, Pulte Land Company, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new residential development project, located south of Grand River Avenue and west of Wixom Road.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the 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 basins and is providing an access easement to the basins. 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 February 11, 2015 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Land Company, LLC, for the Berkshire Pointe Condominium located south of Grand River Avenue and west of Wixom Road.

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

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

Berkshire Pointe

Location Map

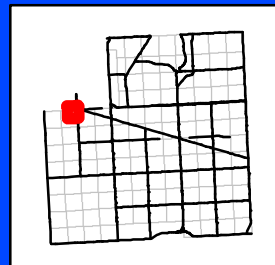


Map Author: A. Wayne
Date: June 1, 2015
Project:
Version #:

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



1 inch = 233 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

February 11, 2015

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

**Re: Berkshire Pointe JSP13-0047
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 Berkshire Pointe Site Condominium Development. The Agreement is in the City's standard format and has been executed by the Developer. The City's Consulting Engineer has approved the Storm Drainage Facility Maintenance Easement Agreement exhibits. The Agreement is 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 note that a Declaration of Covenants providing the Developer and Association with access to maintain the condominium detention basin as required by the Storm Drainage Facility Maintenance Easement Agreement from the adjacent plaza along Grand River has been provided and is acceptable. The Declaration has already been recorded and no further action by the City is required with respect to this document, a copy of which is enclosed.

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

Very truly yours,

ELIZABETH K. SAARELA

Rob Hayes, Public Services Director

February 11, 2015

Page 2

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)
Adam Wayne, Construction Engineer (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Brittany Allen, Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)
Jeremy Huntoon, Pulte Land Development (w/Enclosures)
Sandy Sorini, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of _____, 2015, by and between Pulte Land Company, LLC, a Michigan limited liability company, 100 Bloomfield Parkway, Suite 140, Bloomfield Hills, Michigan 48304 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 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 single family site condominium development on the Property to be known as Berkshire Pointe.

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

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner 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 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.

The owner's obligations may be transferred to the condominium association established to maintain the property described on attached Exhibit A.

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

OWNER

Pulte Land Company, LLC, a Michigan limited liability company

By: [Signature]
Kevin Christofferson
Its Authorized Agent

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of January, 2015, by Kevin Christofferson, the Authorized Agent of Pulte Land Company, LLC, a Michigan limited liability company.

Embossed Hereon Is My
Oakland County, Michigan Notary Public Seal
My Commission Expires March 05, 2020
AMANDA J. VANDERPOOL

[Signature]
Notary Public Amanda J. Vanderpool
Oakland County, Michigan
My Commission Expires: March 5, 2020

[signatures continue on following page]

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 _____, 2015, by _____, on behalf of the City of Novi, a municipal corporation.

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

THIS INSTRUMENT DRAFTED BY:

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

AND WHEN RECORDED, RETURN TO:

Maryanne Cornelius, City Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

EXHIBIT 'A'

OVERALL LEGAL DESCRIPTION

LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE S. 00°41'00" E. 511.84 FEET ALONG THE WESTERLY RIGHT OF WAY OF WIXOM ROAD (60 FEET WIDE); THENCE S. 88°46'44" EAST 60.03 FEET TO THE EAST LINE OF SAID SECTION 18 AND CENTERLINE OF WIXOM ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID SECTION LINE AND CENTERLINE S. 00°41'00" E. 715.66 FEET; THENCE S. 89°19'00" W. 600.00 FEET; THENCE N. 00°41'00" W. 384.00 FEET; THENCE S. 89°19'00" W. 165.00 FEET; THENCE 417.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 459.96 FEET, CENTRAL ANGLE 51°58'21", AND A CHORD THAT BEARS N. 64°41'50" W. 403.07 FEET; THENCE 177.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 50°49'12" AND A CHORD THAT BEARS N. 64°07'16" W. 171.64 FEET; THENCE N. 89°31'51" W. 29.92 FEET; THENCE N. 00°44'12" W. 630.03 FEET TO SAID NORTH LINE OF SECTION 18; THENCE ALONG SAID NORTH LINE S. 88°55'17" E. 1,251.94 FEET TO THE POINT OF BEGINNING CONTAINING 29.15 ACRES OF LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER WIXOM ROAD.

REVISIONS			OVERALL LEGAL DESCRIPTION BERKSHIRE POINTE		DATE	SCALE
ITEM	DATE	BY			2-10-14	HOR: 1" =
			NOVI	MICHIGAN	DESIGNED BY	FIELD BOOK NO.
			Z EIMET W OZ NIAK & ASSOCIATES 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		RH	JOB NO. 13165
					DRAWN BY	SHEET NO.
					SRB	1/1

EXHIBIT 'B'

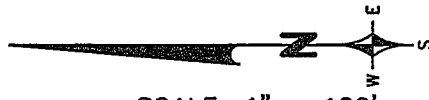
MAINTENANCE TASKS AND SCHEDULE

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

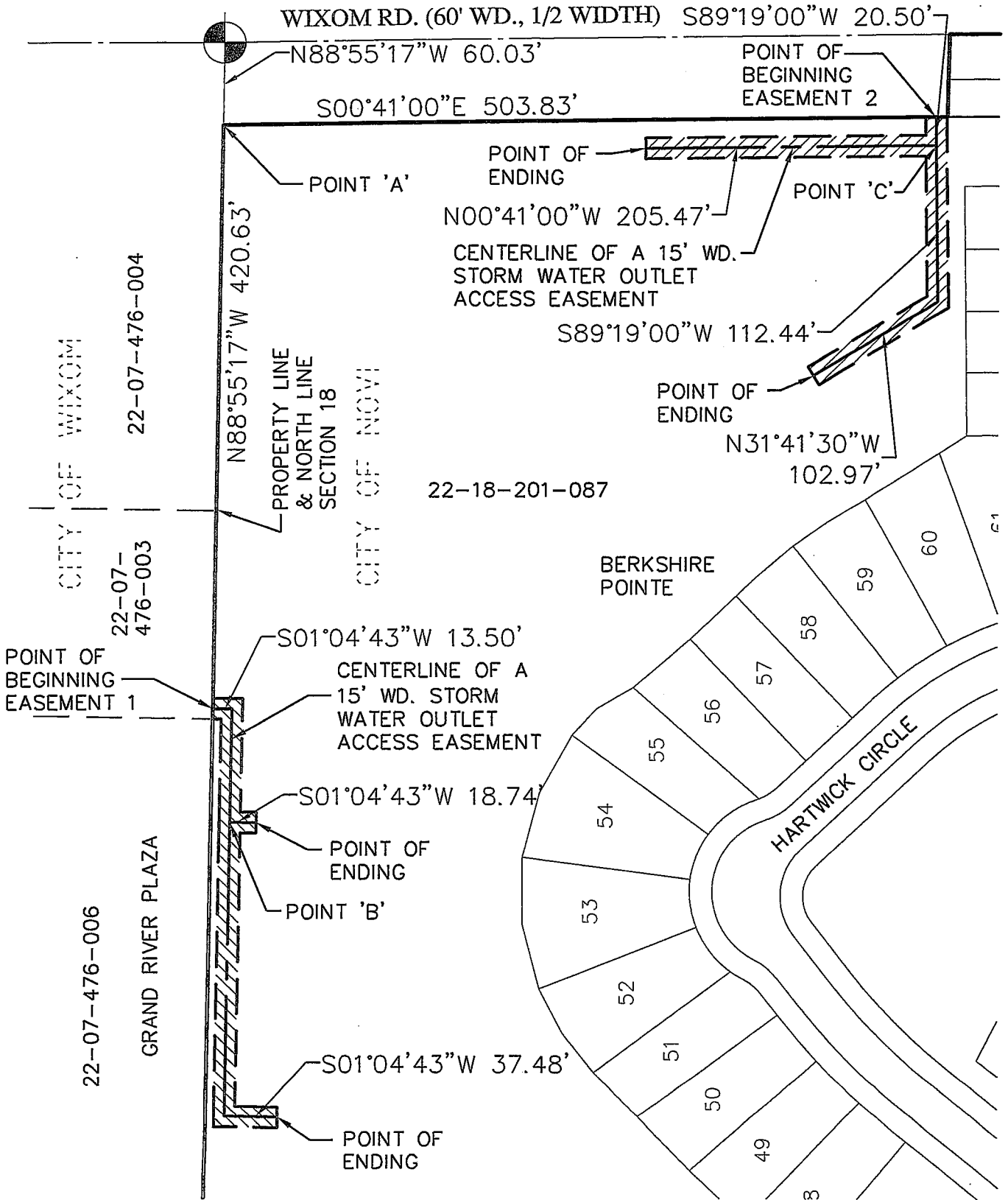
REVISIONS			STORMWATER DRAINAGE FACILITY MAINTENANCE TASK & BUDGET		DATE	SCALE
ITEM	DATE	BY			1-7-14	HOR: 1" =
			NOVI	MICHIGAN	FIELD BOOK NO.	
			 ZEIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE., SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DESIGNED BY	JOB NO.
					RH	13165
					DRAWN BY	SHEET NO.
			PTG	1/1		

EXHIBIT 'C'



SCALE: 1" = 100'

N.E. CORNER
SECTION 18
T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND CO., MI.



REVISIONS		
ITEM	DATE	BY

**INGRESS/EGRESS EASEMENT
BERKSHIRE POINTE**

NOVI MICHIGAN

ZEIMET WOZNAK
& ASSOCIATES
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

DATE	SCALE
1-7-14	HOR: 1" = 100'
DESIGNED BY	FIELD BOOK NO.
RH	
DRAWN BY	JOB NO.
PTG	13165
	SHEET NO.
	1/2

EXHIBIT 'C'

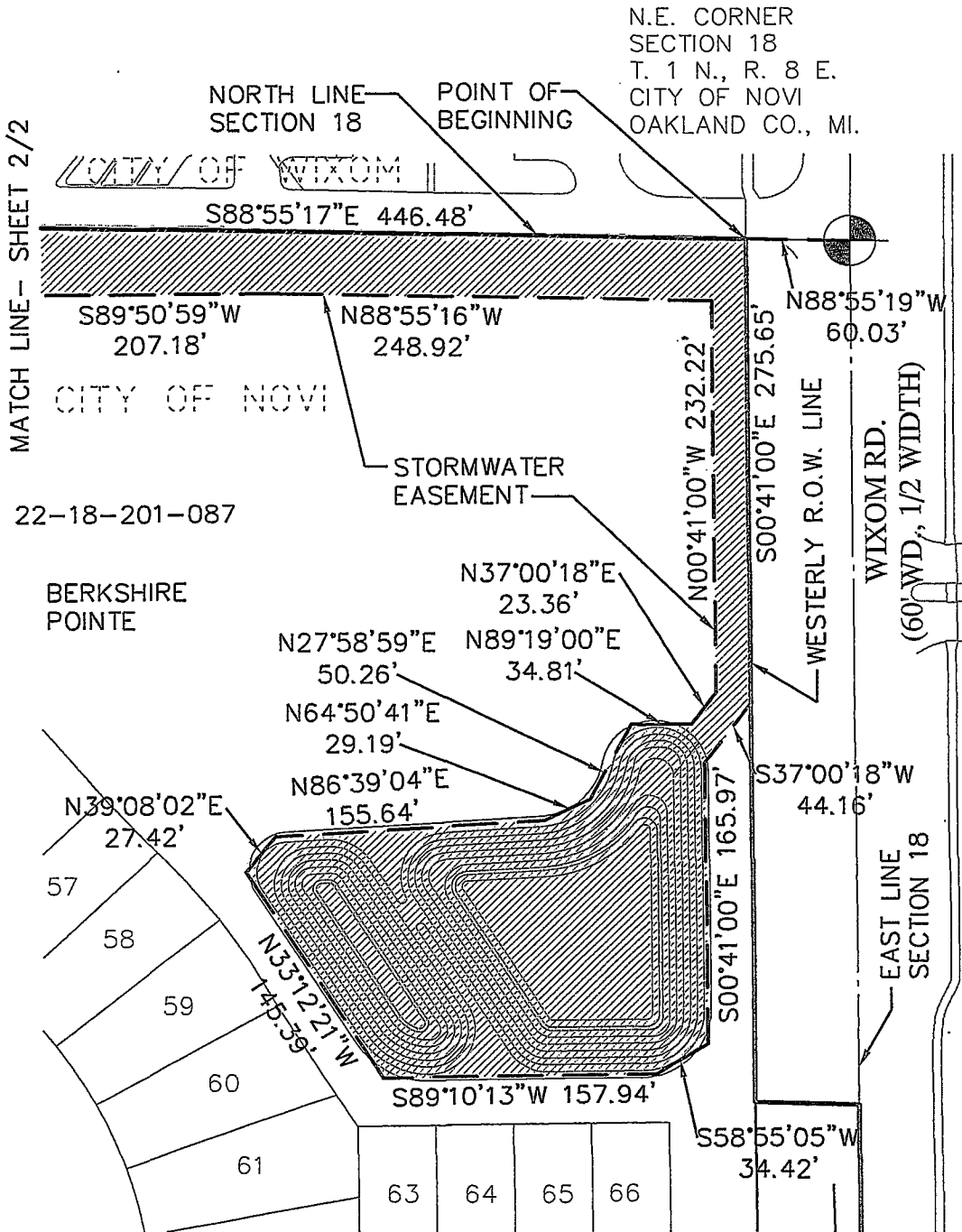
LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION OF TWO (2) NON-CONTIGUOUS 15 FEET WIDE STORM WATER OUTLET ACCESS EASEMENTS REFERRED TO AS EASEMENTS 1 AND 2 LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION TO A POINT ON WEST RIGHT OF WAY LINE OF WIXOM ROAD (60 FEET WIDE, 1/2 WIDTH) ALSO BEING POINT 'A'; THENCE ALONG SAID NORTH LINE N. 88°55'17" W. 420.63 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 1; THENCE ALONG THE CENTERLINE OF SAID EASEMENT 1 S. 01°04'43" W. 13.50 FEET; THENCE N. 88°55'17" W. 81.74 FEET TO A POINT 'B'; THENCE S. 01°04'43" W. 18.74 FEET TO THE POINT OF ENDING; THENCE FROM SAID POINT 'B' N. 88°55'17" W. 213.24 FEET; THENCE S. 01°04'43" W. 37.48 FEET TO THE POINT OF ENDING; THENCE FROM SAID POINT 'A' AND ALONG SAID WEST RIGHT OF WAY LINE OF WIXOM ROAD S. 00°41'00" E. 503.83 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 2; THENCE ALONG THE CENTERLINE OF SAID EASEMENT 2 S. 89°19'00" W. 20.50 FEET TO A POINT 'C'; THENCE N. 00°41'00" W. 205.47 FEET TO THE POINT OF ENDING; THENCE FROM SAID POINT 'C' S. 89°19'00" W. 112.44 FEET; THENCE N. 31°41'30" W. 102.97 FEET TO THE POINT OF ENDING.

REVISIONS			INGRESS/EGRESS EASEMENT BERKSHIRE POINTE		DATE	SCALE
ITEM	DATE	BY			1-7-14	HOR: 1" =
			NOVI	MICHIGAN		FIELD BOOK NO.
			Z E I M E T W O Z N I A K & ASSOCIATES 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		DESIGNED BY	JOB NO.
					RH	13165
					DRAWN BY	SHEET NO.
					PTG	2/2

EXHIBIT 'D'



SCALE: 1" = 100'

REVISIONS		
ITEM	DATE	BY

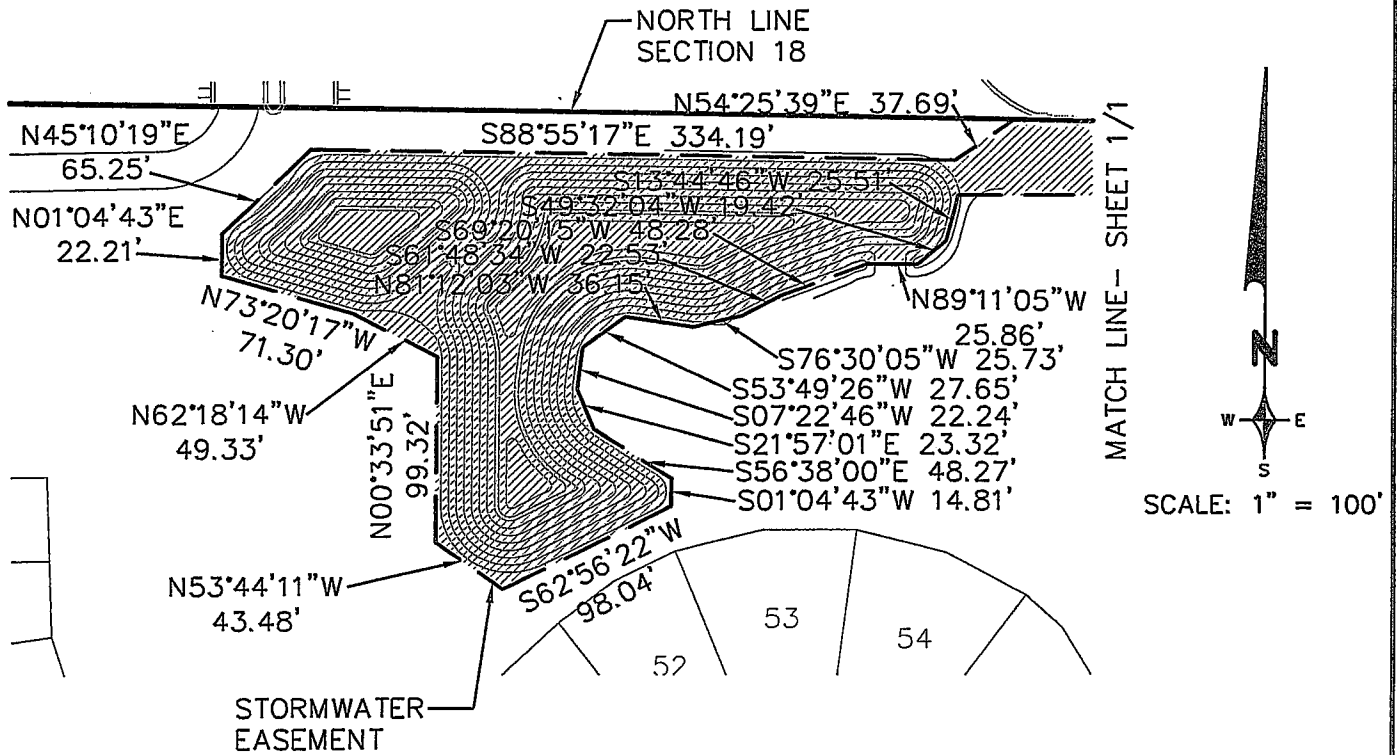
**DETENTION/SEDIMENTATION BASIN EASEMENT
BERKSHIRE POINTE**

NOVI MICHIGAN

ZEIMET WOZNIAK
& ASSOCIATES
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

DATE	SCALE
2-10-14	HOR: 1" = 100'
DESIGNED BY	FIELD BOOK NO.
RH	
DRAWN BY	JOB NO.
SRB	13165
	SHEET NO.
	1/2

EXHIBIT 'D'



LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT FOR STORMWATER DETENTION LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'15" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WIXOM ROAD (60 FEET WIDE, 1/2 WIDTH), ALSO BEING THE POINT OF BEGINNING OF SAID EASEMENT; THENCE S. 00°41'00" E. 275.65 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S. 37°00'18" W. 44.16 FEET; THENCE S. 00°41'00" E. 165.97 FEET; THENCE S. 58°55'05" W. 34.42 FEET; THENCE S. 89°10'13" W. 157.94 FEET; THENCE N. 33°12'21" W. 145.39 FEET; THENCE N. 39°08'02" E. 27.42 FEET; THENCE N. 86°39'04" E. 155.64 FEET; THENCE N. 64°50'41" E. 29.19 FEET; THENCE N. 27°58'59" E. 50.26 FEET; THENCE N. 89°19'00" E. 34.81 FEET; THENCE N. 37°00'18" E. 23.36 FEET; THENCE N. 00°41'00" W. 232.22 FEET; THENCE N. 88°55'16" W. 248.92 FEET; THENCE S. 89°50'59" W. 207.18 FEET; THENCE S. 13°44'46" W. 25.51 FEET; THENCE S. 49°32'04" W. 19.42 FEET; THENCE N. 89°11'05" W. 25.86 FEET; THENCE S. 69°20'15" W. 48.28 FEET; THENCE S. 61°48'34" W. 22.53 FEET; THENCE S. 76°30'05" W. 25.73 FEET; THENCE N. 81°12'03" W. 36.15 FEET; THENCE S. 53°49'26" W. 27.65 FEET; THENCE S. 07°22'46" W. 22.24 FEET; THENCE S. 21°57'01" E. 23.32 FEET; THENCE S. 56°38'00" E. 48.27 FEET; THENCE S. 01°04'43" W. 14.81 FEET; THENCE S. 62°56'22" W. 98.04 FEET; THENCE N. 53°44'11" W. 43.48 FEET; THENCE N. 00°33'51" E. 99.32 FEET; THENCE N. 62°18'14" W. 49.33 FEET; THENCE N. 73°20'17" W. 71.30 FEET; THENCE N. 01°04'43" E. 22.21 FEET; THENCE N. 45°10'19" E. 65.25 FEET; THENCE S. 88°55'17" E. 334.19 FEET; THENCE N. 54°25'39" E. 37.69 FEET TO A POINT ON SAID NORTH LINE OF SECTION; THENCE S. 88°55'17" E. 446.48 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

REVISIONS			DETENTION/SEDIMENTATION BASIN EASEMENT BERKSHIRE POINTE		DATE	SCALE HOR: 1" = 100'
ITEM	DATE	BY			2-10-14	FIELD BOOK NO.
			NOVI	MICHIGAN	DESIGNED BY RH	JOB NO. 13165
			Z E I M E T W O Z N I A K & ASSOCIATES 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 SRB	SHEET NO. 2/2

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2014 MAR 17 PM 2:40

6
43390
LIBER 46866 PAGE 49
\$31.00 MISC RECORDING
\$4.00 REMUNERATION
03/17/2014 02:51:47 P.M. RECEIPT# 24502
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

DECLARATION OF EASEMENT

This Declaration of Easement is made this 12 day of MARCH 2014 by LAKESIDE OAKLAND DEVELOPMENT, L.C., a Michigan limited liability company of 30295 Embassy Dr., Beverly Hills, MI 48023 (the "Declarant") to establish certain easements and covenants, conditions and restrictions which will apply to the real estate located in cities of Novi and Wixom, of Oakland County, Michigan, described on the attached Exhibit A (the "Premises") as provided below in this Declaration.

1. **Background.** Declarant is the owner of the Premises as described on Exhibit A. The Premises as described on the attached Exhibit A, are further identified and described as follows: (a) Property A, the "Burdened Property" and; (b) Property B, the "Benefitted Property".

2. **Interest in Realty.** This Declaration is made to establish certain easements to encumber Burdened Property, is to run with the land and be an interest in realty and be binding upon and inure to the benefit of, and burden, the owners and occupiers of the Premises, their respective transferees, successors, and assigns.

3. **Easements.** Declarant declares and establishes the following easements on the Burdened Property for the benefit of the Benefitted Property, the real property described on Exhibit B (the "Other Beneficial Property"), and the City of Novi, a Michigan municipal corporation (the "City"): 88
82

(a) A perpetual non-exclusive easement for ingress and egress over and across the Twenty-Two Foot (22') wide Cross Access Easement for Stormwater Maintenance described and depicted on the attached Exhibit C (the "Easement Area") to access the Benefitted Property for the purposes of maintaining, servicing, repairing and replacing storm water drainage facilities located on the Benefitted Property, including without limitation the detention basin outlets.

4. **Easement Area.** The Easement Area shall at all times: (a) remain open and unobstructed so that access to the Benefitted Property can be made at any location along the common boundary line of the Burdened Property and Benefitted Property; (b) be able to be navigated by motorized vehicles; (c) be maintained in a safe, operational, and clean condition so that the surface is in a smooth and evenly covered condition and be passable and usable in Winter through the removal of snow and ice. No fence, shrubs, or other barrier shall be constructed across or on the Easement Area that prevents or obstructs the passage of pedestrian or

vehicular travel. Within the westerly thirty feet (30') of the Easement Area, the Benefitted Property and/or City may install, construct, maintain, repair or replace an asphalt drive not to exceed sixteen feet (16') in width, which installation may include a horizontal saw cut of the concrete curb.

5. Declarant's Retained Interest. Subject to the written consent of the City and IAC Novi I, LLC, and its successor and assigns, Declarant reserves the right to amend this Declaration in any manner it decides in its sole discretion is appropriate until such time as it has sold, assigned or transferred either of the Burdened or Benefitted Property.

6. Enforcement. The owner(s) of Benefitted Property and the City shall be deemed to be benefited by this Declaration, and each shall have the right to enforce the respective provisions of this Declaration against the owner of the Burdened Property, to seek specific performance or such other equitable or legal relief as may be appropriate to correct the violation and compensate it and other parties for any violation of this Declaration.

7. Time is of the essence. Time is of the essence under this Declaration. Whenever performance is required of the owner of any Property under this Declaration, that owner shall use due diligence to perform and take all necessary measures in good faith and to perform its actions promptly. However, if the completion of the performance is delayed at any time by reason of acts of God, war, civil commotion, riots, strife, picketing or other labor disputes, unavailability of labor, materials, damage caused by fire or other casualty, or any cause beyond the reasonable control of the owner of the Property, then the time for performance shall be appropriately extended by reasonable amount of time to account for the delay which is caused.

8. Declaration shall continue notwithstanding breach. No breach of this Declaration shall entitle any owner to cancel, rescind, amend, or otherwise terminate this Declaration or to defeat or render invalid any obligation of this Declaration.

9. Exhibits. Two exhibits are attached to and incorporated into this Easement, which are as follows:

Exhibit A - Legal Description of the Premises

Exhibit B - Legal Description of Other Beneficial Property

Exhibit C - Legal Description and Drawing of Easement Area

[Signature of Declarant to Follow on Next Page - Remainder of Page Intentionally Blank]

"DECLARANT"

OAKLAND LAKESIDE DEVELOPMENT, L.C.,
a Michigan limited liability company

By: *Frank Pellerito*
Frank Pellerito

Its: Member

STATE OF MICHIGAN)
Oakland COUNTY)

Acknowledged before me this 12th day of March, 2014 by Frank Pellerito, the Member of OAKLAND LAKESIDE DEVELOPMENT, L.C., a Michigan limited liability company, on behalf of said company.

Tina M. Nardico

Notary public's name: _____

Notary public, State of Michigan, County of _____

My commission expires _____

If acting in county other than county of commission: Acting in the County of _____

TINA M. NARDICO
Notary Public, State of Michigan
County of Oakland
My Commission Expires May. 07, 2014
Acting in the County of _____

Drafted by and when recorded return to:
Gregory T. Obloy
Carson Fischer, P.L.C.
4111 Andover Road
West - 2nd Fl
Bloomfield Hills, Michigan 48302

EXHIBIT A

Legal Description of the Premises

Property A – “Burdened Property”

In the City of Wixom, County of Oakland, State of Michigan, to wit:

LEGAL DESCRIPTION 22-07-476-003 (FROM TAX RECORDS)

T1N, R8E, SEC 7 PART OF SE 1/4 BEG AT PT DIST N 88-16-23 W 338.16 FT FROM SE SEC COR, TH N 88-16-23 W 150 FT, TH N 01-41-27 E 304.06 FT, TH S 69-47-00 E 139.73 FT, TH S 20-13-00 W 23.04 FT, TH S 34-07-17 E 42.65 FT, TH S 01-43-37 W 203.33 FT TO BEG 0.94 A 9-30-02 FR 001

and

LEGAL DESCRIPTION 22-07-476-004 (FROM TAX RECORDS)

T1N, R8E, SEC 7 PART OF SE 1/4 BEG AT SE SEC COR, TH N 88-16-23 W 338.16 FT, TH N 01-43-37 E 203.33 FT, TH N 34-07-17 W 42.65 FT, TH N 20-13-00 E 23.04 FT, TH S 69-47-00 E 372.92 FT, TH S 00-51-00 W 141.50 FT TO BEG 1.55 A 9-30-02 FR 001

Property B – “Benefitted Property”

In the City of Novi, County of Oakland, State of Michigan, to wit:

Property 1

PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST SECTION CORNER; THENCE SOUTH 511.89 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 07 SECONDS WEST 1311.60 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 508.74 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 23 SECONDS EAST 1311.97 FEET TO THE BEGINNING, EXCEPT THE EAST 60 FEET TAKEN FOR ROAD AS DISCLOSED IN WARRANTY DEED RECORDED IN LIBER 39788 PAGE 878, OAKLAND COUNTY REGISTER OF DEEDS.

TAX PROPERTY NO. 22-18-200-002

And

Property 2

PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

SUB. CURRENT

BEGINNING AT A POINT DISTANT SOUTH 00 DEGREES 41 MINUTES 00 SECONDS EAST 511.99 FEET FROM THE NORTHEAST SECTION CORNER; THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS EAST 331.66 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 765 FEET; THENCE ALONG CURVE TO RIGHT, RADIUS 459.96 FEET, CHORD BEARS NORTH 64 DEGREES ~~14~~ MINUTES 50 SECONDS WEST 403.07 FEET, DISTANT OF 417.22 FEET, THENCE ALONG CURVE TO LEFT, RADIUS 200 FEET, CHORD BEARS NORTH 64 DEGREES 07 MINUTES 16 SECONDS WEST 171.64 FEET, DISTANT OF 177.40 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 51 SECONDS WEST 29.92 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 12 SECONDS WEST 121.28 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 44 SECONDS EAST 1311.60 FEET TO THE BEGINNING.

TAX PROPERTY NO. 22-18-200-025

EXHIBIT B

Legal Description of the Other Beneficial Property

CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN:

PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT POINT SOUTH 843.65 FEET FROM THE NORTHEAST SECTION CORNER; THENCE SOUTH 384 FEET; THENCE WEST 600 FEET; THENCE NORTH 384 FEET; THENCE EAST 600 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 22-18-200-003

COMMONLY KNOWN AS 27575 WIXOM ROAD

CADILLAC

EXHIBIT C



SCALE: 1" = 100'

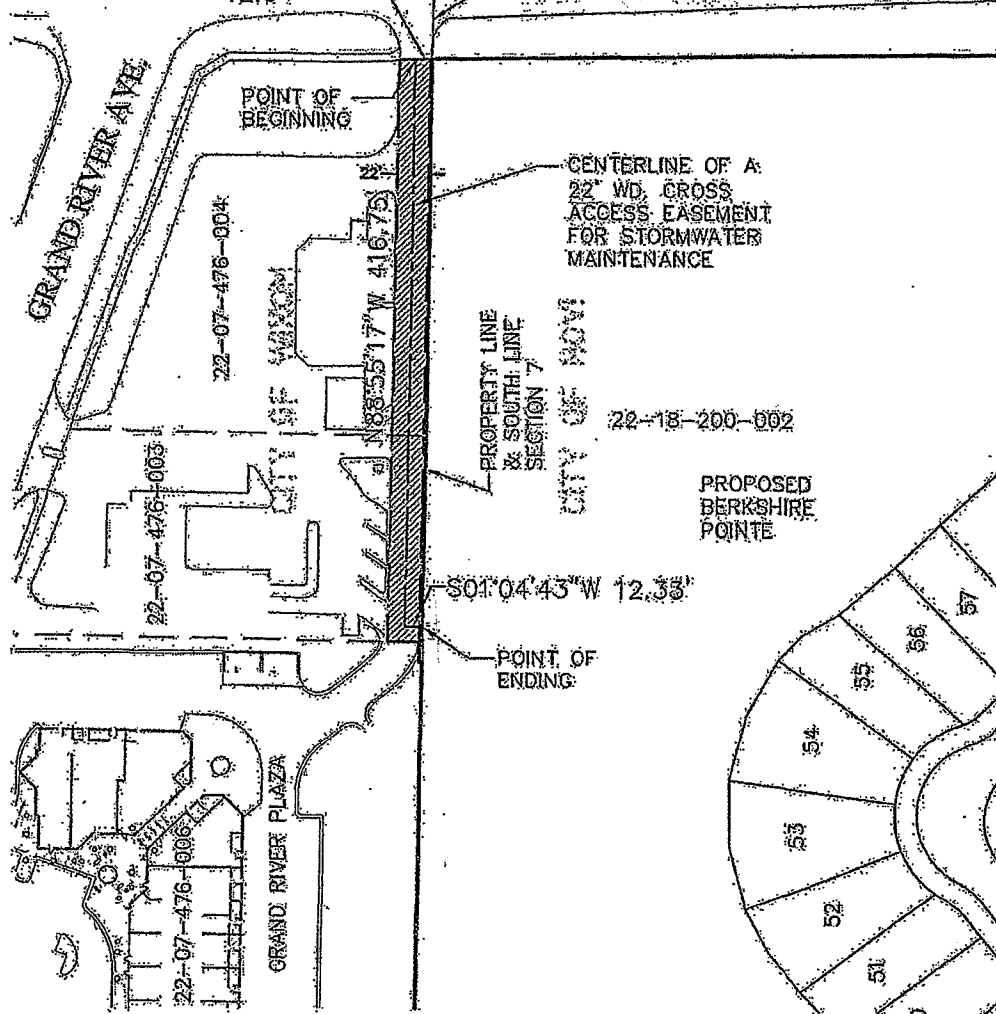
S.E. CORNER
SECTION 7
T. 1 N., R. 8 E.
CITY OF WIXOM
OAKLAND CO., MI

N.E. CORNER
SECTION 18
T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND CO., MI

N00°41'00"W
12.34'

WIXOM RD. (33' WD., 1/2 WIDTH)

N88°55'17"W 60.03'



CENTERLINE OF A:
22' WD. CROSS
ACCESS EASEMENT
FOR STORMWATER
MAINTENANCE

PROPERTY LINE
& SOUTH LINE
SECTION 7
CITY OF NOVI

PROPOSED
BERKSHIRE
POINTE

POINT OF
ENDING

3929.6269
38030.0455

12.3342

x

Z:\Projects\2014\2014-12-18\GROSS ACCESS EASEMENT\AWI.GROSS ACCESS EASEMENT\2014\2014-12-18\2014-12-18\2014-12-18.dwg

REVISIONS			INGRESS/EGRESS EASEMENT		DATE	SCALE 1" = 100' FIELD BOOK NO.
ITEM	DATE	BY	BERKSHIRE POINTE			
			NOVI	MICHIGAN	1-7-14	
			ZIMET WOZNIAK ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE. SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zimetrozniak.com		DESIGNED BY RH	JOB NO. 13165
					DRAWN BY PTG	SHEET NO. 1/2

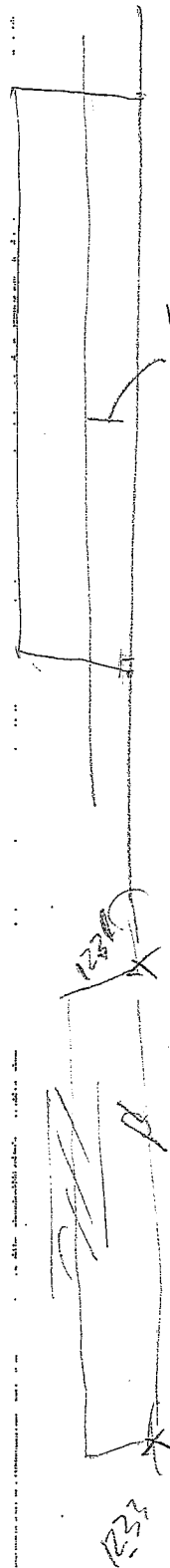


EXHIBIT **C**

LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION OF A 22 FEET WIDE CROSS ACCESS EASEMENT FOR STORMWATER MAINTENANCE LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, T. 1 N., R. 8 E., CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7, ALSO BEING THE NORTHEAST CORNER OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, MICHIGAN; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE SOUTH LINE OF SAID SECTION 7 TO A POINT ON WEST RIGHT OF WAY LINE OF WIXOM ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID RIGHT OF WAY LINE N. 00°41'00" W. 12.34 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE ALONG SAID EASEMENT CENTERLINE N. 88°55'17" W. 416.75 FEET; THENCE S. 01°04'43" W. 12.33 FEET TO THE POINT OF ENDING ON SAID SOUTH LINE.

Z:\PROJECTS\13165\CROSS-ACCESS-EASEMENT.dwg, CROSS-ACCESS-2, 22/07/11, 6:44:56 AM, shlasocak

REVISIONS			INGRESS/EGRESS EASEMENT BERKSHIRE POINTE	DATE	SCALE	
ITEM	DATE	BY		1-7-14	1" = 2'	
			NOVI	MICHIGAN	FIELD BOOK NO.	
			ZEIMET WOZNIAK <small>AND ASSOCIATES</small> Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE., SUITE 100 NEW HUDSON, MICHIGAN 48163 P: (248) 437-5099 FAX (248) 437-5222 www.zeimetyozniak.com		DESIGNED BY	JOB NO.
				RH	13165	
				DRAWN BY	SHEET NO.	
				PTG	2/2	

November 19, 2014

Greg Obloy
IAC Novi I, LLC
4111 Andover Road, West
Second Floor
Bloomfield Hills, MI 48302

Re: Berkshire Pointe - Acceptance Documents Review
Novi # JSP13-0047
SDA Job No. NV14-210
APPROVED

Dear Mr. Obloy:

We have reviewed the Acceptance Document Package received by our office on November 12, 2014 and November 10, 2013 against the Final Site Plan (Stamping Set) approved on April 30, 2014. We offer the following comments:

Final Acceptance Documents

1. On-Site Water System Easement – (unexecuted: exhibits dated 02/10/2014) – Exhibits Approved.
2. On-Site Sanitary Sewer Easement – (unexecuted: exhibit dated 02/10/2014) – Exhibits Approved.
3. Off-Site Sanitary Sewer Easement – NO LONGER REQUIRED.
4. Sanitary Sewer Easement for Each Parcel Impacted by the Sanitary Sewer to be Constructed Off-Site. – REQUIREMENTS MET.
5. Storm Drainage Facility / Maintenance Easement Agreement – (unexecuted: exhibits dated 02/10/2014 and 01/07/2014) - Exhibits Approved.
6. Off-Site Cross Access Easement for Stormwater Maintenance - (unexecuted: exhibit dated 01/07/2014) - Exhibits Approved.
7. Pathway Easement – (unexecuted: exhibit dated 8/6/2014) – Exhibits Approved.
8. Ingress/Egress Easement – (unexecuted: exhibit dated 06/18/2013) – Exhibits Approved.

9. Sidewalk Easement – (unexecuted: exhibit dated 02/10/2014) – Exhibits Approved.
10. Sign Easement – (unexecuted: revised exhibit dated 02/10/2014: received 10/29/14) – Exhibit Approved
11. Warranty Deed for Wixom Road– (executed, exhibit dated 8/6/14) – Exhibit Approved.
Warranty Deed for 12 Mile Road - (executed, exhibit dated 8/9/14) – Exhibit Approved.
12. Bills of Sale: Sanitary Sewer System and Water Supply System – PROVIDED - Dated 9/27/14.
13. Full Unconditional Waivers of Lien from contractors installing public utilities – MULTIPLE PROVIDED – Dated 10/24/14 & 10/27/14.
14. Full Unconditional Waivers of Lien from contractors installing streets – PROVIDED – Dated 10/23/14.
15. Sworn Statement from contractors installing public utilities - PROVIDED – Dated 10/24/14.
16. Sworn Statement from contractors installing public streets - PROVIDED – Dated 10/23/14.
17. Maintenance and Guarantee Bond – (in the amount of \$196,908.75) – PROVIDED.
18. As-Built Engineering Plans are being prepared by Spalding DeDecker Associates, Inc.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. 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 March 11, 2014 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

A handwritten signature in blue ink, appearing to read "Taylor E. Reynolds".

Taylor E. Reynolds, PE
Senior Project Engineer

cc: Brian Coburn, Plan Review Center (via E-mail)
Maryanne Cornelius, City Clerk (via E-mail)
Valentina Nukulaj, Planning Department (via E-mail)
Beth Saarela, Johnson Rosati, Schultz, Joppich PC (via E-mail)
Sarah Marchioni, Building Department (via E-mail)
Barb McBeth, City Planning Director (via E-mail)
Ted Meadows, Spalding DeDecker Associates (via E-mail)
Adam Wayne, City Construction Engineer (via E-mail)
Sheila Weber, Treasurer's Office (via E-mail)
Shawn Blaszczyk, Zeimet Wozniak & Associates (via E-mail)



May 31, 2015

Mr. Adam M. Wayne
Construction Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Berkshire Pointe
Storm Water Detention System Inspection**
Novi SP No.: JSP13-0047
SDA Job No.: NV14-210

Dear Mr. Wayne:

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 ASSOCIATES, INC.

Ted Meadows
Project Manager

cc: Aaron Staup, City of Nov – Construction Engineering Coordinator (e-mail)
Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)
Sheila Weber, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Joe Shelton, City of Novi – Fire Marshall (e-mail)
John Cason, Pulte Homes (email)
SDA CE Job File