



**CITY OF NOVI CITY COUNCIL
DECEMBER 18, 2023**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Homes of Michigan LLC for Ballantyne Development located north of Eight Mile Road and west of Garfield Road (parcel 50-22-31-400-007).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Ballantyne, Pulte Homes of Michigan LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The on-site storm water maintenance system has been inspected by Spalding DeDecker, attached is the inspection approval letter dated October 9, 2023. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, September 14, 2022) and the City Engineering consultant (Spalding DeDecker, December 4, 2023), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Homes of Michigan LLC for Ballantyne Development located north of Eight Mile Road and west of Garfield Road (parcel 50-22-31-400-007).

Ballantyne SDFMEA

Location Map



Map Author: Humna Anjum
 Date: 11/29/2023
 Project: Ballantyne
 Version: 1.0

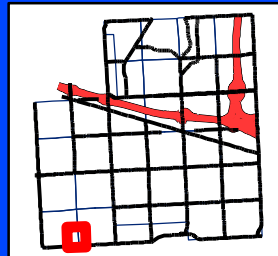
Amended By:
 Date:
 Department:

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.

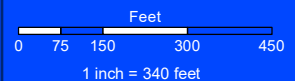
Legend

- Major Roads
- Minor Roads
- ▣ Project location



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 14, 2022

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

Re: *Ballantyne JSP 20-0038*
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Ballantyne Site Condominium. 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,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name.

Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer
City of Novi
September 14, 2022
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, Planner (w/Enclosures)
Madeleine Daniels, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Humna Anjum, Project Engineer (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
(w/Enclosures)
Karen Brown, Pulte Homes of Michigan (w/Enclosures)
Alex Dieck, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2022, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, MI 48083 (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 _ of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a residential development on the Property.
- B. The residential 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 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.

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

OWNER
PULTE HOMES OF MICHIGAN LLC



By: Paul Schyck
Its: Division Director of Land Development

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21st day of June, 2022, by Paul Schyck, as the Division Director of Land Development for Pulte Homes of Michigan, LLC, a Michigan limited liability company.



Notary Public Amanda Jean Vanderpool
Acting in Oakland County, Michigan
My Commission Expires: March 5, 2026

Embossed Hereon is My
Oakland County, Michigan Notary Public Seal
My Commission Expires March 05, 2026
AMANDA JEAN VANDERPOOL

{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 _____ 201__, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

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

A part of the Southeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 31; thence North 00°15'42" West, 60.00 feet, along the East line of said Section 31 and the centerline of Garfield Road, to the Point of Beginning; thence North 89°55'05" West, 440.00 feet, along the Northerly right-of-way of Eight Mile Road (said line being 60.00 feet North of and parallel to the South line of said Section 31 and the centerline of Eight Mile Road); thence North 00°15'42" West, 750.00 feet, (previously described as North 00°07'08" West); thence North 89°55'05" West, 660.00 feet, (previously described as North 89°46'33" West); thence North 00°15'42" West, 1710.40 feet, (previously described as North 00°07'08" West, 1710.11 feet); thence North 89°43'21" East, 1099.98 feet, (previously described as North 89°51'00" East), to the East line of said Section 31 and the centerline of Garfield Road, (said point being South 00°15'42" East, 115.05 feet from the East 1/4 Corner of said Section 31); thence South 00°15'42" East, 2467.29 feet, (previously described as South 00°07'08" East), along the East line of said Section 31 and the centerline of said Garfield Road, to the Point of Beginning. All of the above containing 50.854 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Garfield Road.

P:\12-020 8 Mile & Garfield\EASEMENTS\12-020EASE-STWM.dwg



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

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: "NOT TO SCALE"

DATE: 6.3.2021

JOB NO.: 12-020

DWG.: 12-020EASE-STWM.dwg

DRAWN BY: DN

CHECK: JE

SHEET: 1 OF 1

Exhibit B
Ballantyne - Storm Drainage Facility Maintenance Easement Agreement

<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.	\$900	\$945	\$990
Detention Basins	Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks. Check for soil caking around standpipes.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks. Remove caking from around standpipe.	\$1,200	\$1,260	\$1,320
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion. Re-vegetate as necessary.	\$600	\$630	\$660
Oil & Gas Separator structures	After each storm that meets or exceeds a 10-year storm event, inspect & clean out as necessary.	Remove sediment and debris clogging sediment tank.	\$1,600	\$1,680	\$1,760
Total:			\$4,300	\$4,515	\$4,730

EXHIBIT C

LEGAL DESCRIPTION STORM WATER MANAGEMENT ACCESS EASEMENT

A Storm Water Management Access Easement being part of the Southeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 31; thence $N00^{\circ}15'42''W$, 60.00 feet, along the East line of said Section 31 and the Centerline of Garfield Road, to the Northerly Right-Of-Way of Eight Mile Road; thence $N89^{\circ}55'05''W$, 212.78 feet, along the Northerly Right-Of-Way of said Eight Mile Road, for a **POINT OF BEGINNING**; thence continuing $N89^{\circ}55'05''W$, 95.00 feet; thence $N00^{\circ}04'55''E$, 20.13 feet; thence 75.24 feet along a curve to the Left, said curve having a radius of 182.50 feet, a central angle of $23^{\circ}37'21''$ and a chord bearing and distance of $N11^{\circ}43'55''W$, 74.71 feet; thence 388.01 feet along a curve to the Right, said curve having a radius of 330.00 feet, a central angle of $67^{\circ}22'02''$ and a chord bearing and distance of $N10^{\circ}08'26''E$, 366.04 feet; thence 153.66 feet along a curve to the Left, said curve having a radius of 200.00 feet, a central angle of $44^{\circ}01'09''$ and a chord bearing and distance of $N21^{\circ}48'52''E$, 149.90 feet; thence $N00^{\circ}11'42''W$, 158.22 feet; thence 333.01 feet along a curve to the Left, said curve having a radius of 240.00 feet, a central angle of $79^{\circ}30'01''$ and a chord bearing and distance of $N39^{\circ}56'42''W$, 306.93 feet; thence 110.94 feet along a curve to the Left, said curve having a radius of 200.00 feet, a central angle of $31^{\circ}46'54''$ and a chord bearing and distance of $N15^{\circ}45'38''E$, 109.52 feet; thence $N00^{\circ}07'49''W$, 168.41 feet; thence 36.65 feet along a curve to the Left, said curve having a radius of 42.00 feet, a central angle of $49^{\circ}59'41''$ and a chord bearing and distance of $N25^{\circ}07'40''W$, 35.50 feet; thence 342.07 feet along a curve to the Right, said curve having a radius of 70.00 feet, a central angle of $279^{\circ}59'23''$ and a chord bearing and distance of $N89^{\circ}52'11''E$, 90.00 feet; thence 36.65 feet along a curve to the Left, said curve having a radius of 42.00 feet, a central angle of $49^{\circ}59'41''$ and a chord bearing and distance of $S24^{\circ}52'02''W$, 35.50 feet; thence $S00^{\circ}07'49''E$, 168.41 feet; thence 69.15 feet along a curve to the Right, said curve having a radius of 260.00 feet, a central angle of $15^{\circ}14'18''$ and a chord bearing and distance of $S07^{\circ}29'20''W$, 68.95 feet; thence 342.72 feet along a curve to the Right, said curve having a radius of 300.00 feet, a central angle of $65^{\circ}27'17''$ and a chord bearing and distance of $S32^{\circ}55'20''E$, 324.38 feet; thence $S00^{\circ}11'42''E$, 158.22 feet; thence 177.92 feet along a curve to the Right, said curve having a radius of 260.00 feet, a central angle of $39^{\circ}12'32''$ and a chord bearing and distance of $S19^{\circ}24'34''W$, 174.47 feet; thence 310.71 feet along a curve to the Left, said curve having a radius of 280.00 feet, a central angle of $63^{\circ}34'47''$ and a chord bearing and distance of $S07^{\circ}13'26''W$, 295.01 feet; thence 119.36 feet along a curve to the Right, said curve having a radius of 277.50 feet, a central angle $24^{\circ}38'43''$ and a chord bearing and distance of $S12^{\circ}14'36''E$, 118.45 feet; thence $S00^{\circ}04'45''W$, 20.13 feet, to **THE POINT OF BEGINNING**. All of the above containing 2.549 Acres.

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ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

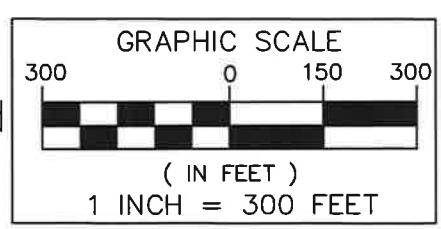
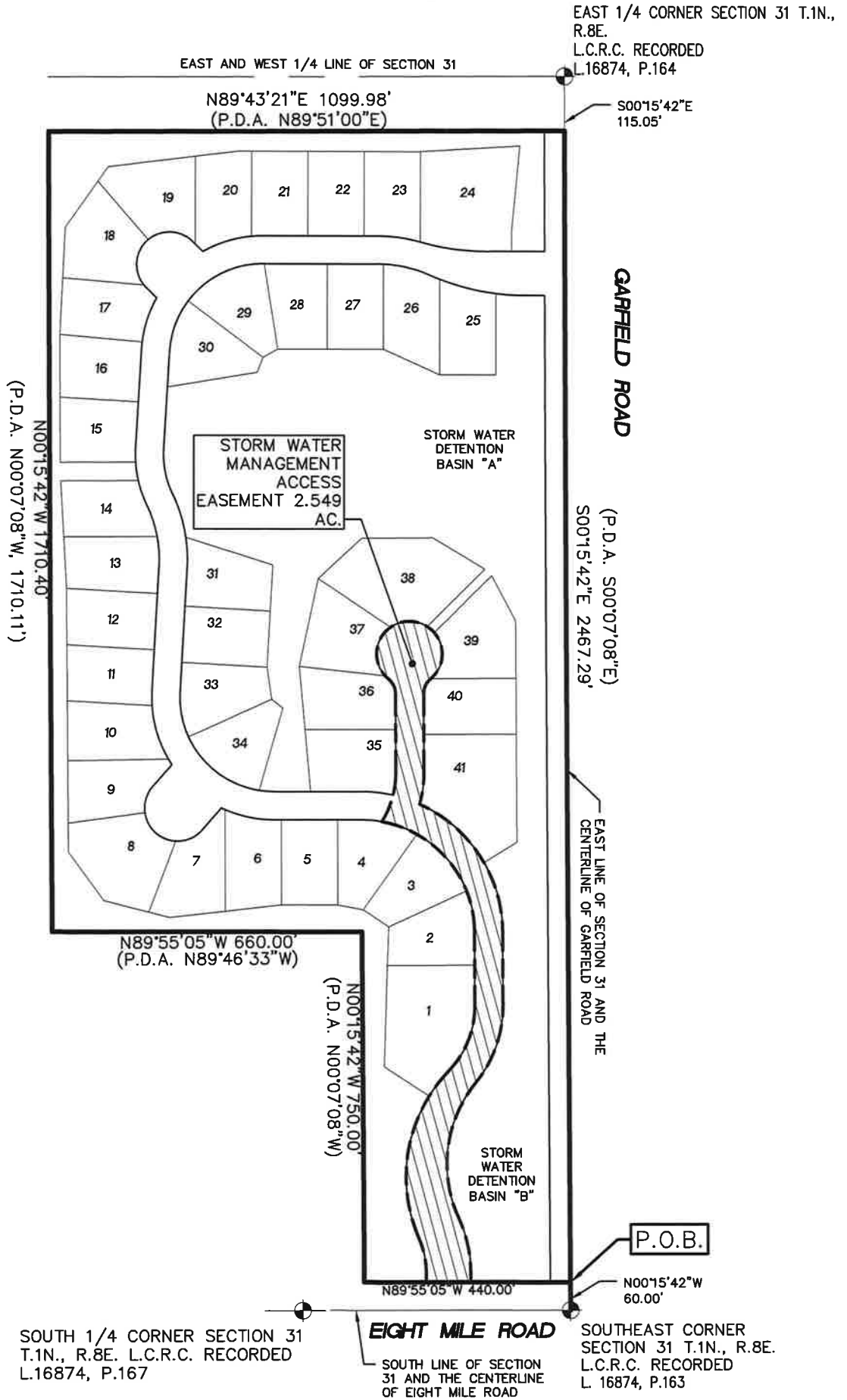
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PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: "NOT TO SCALE"
DATE: 7.22.2021
JOB NO.: 12-020
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EXHIBIT C



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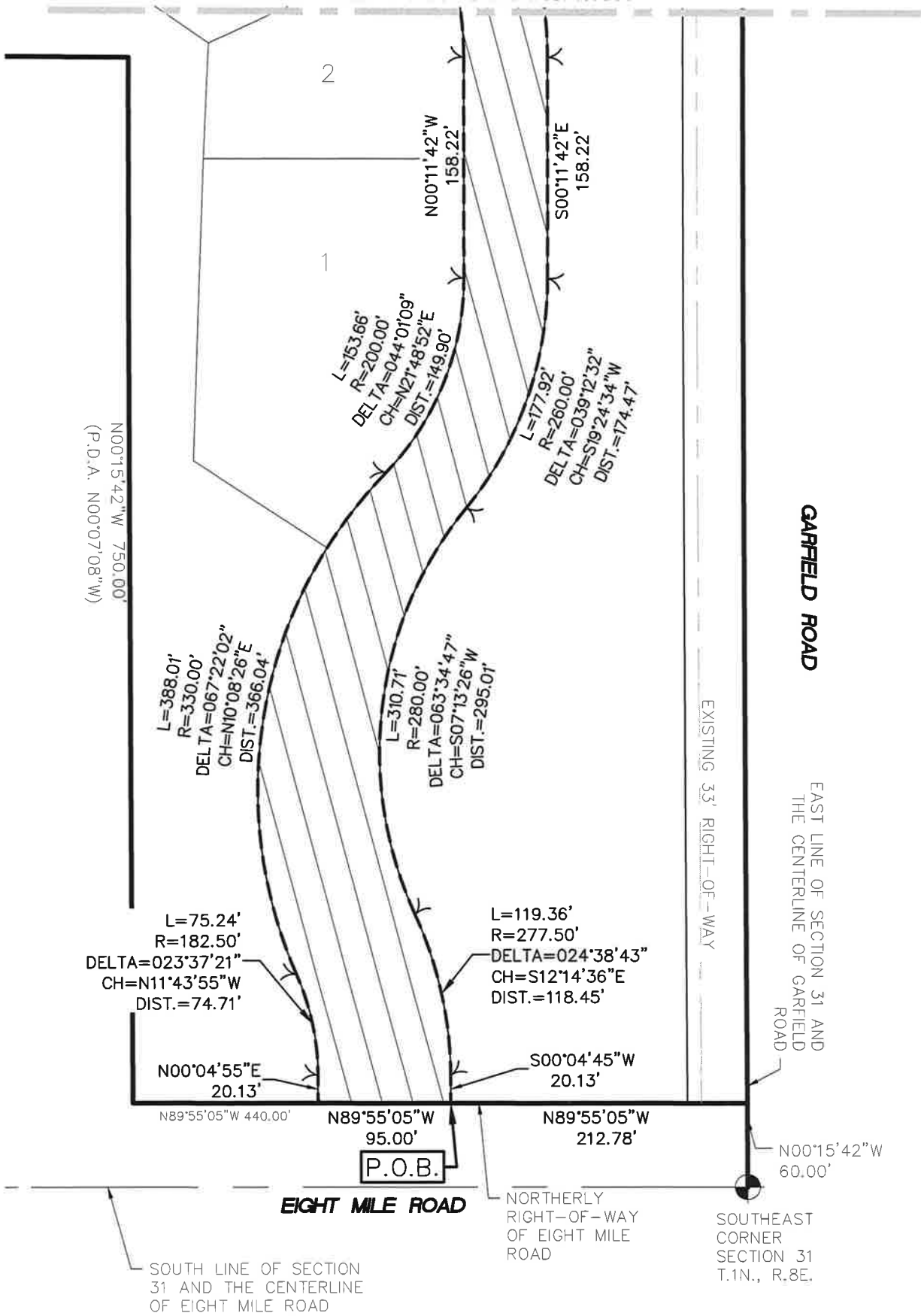
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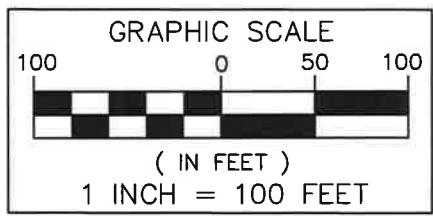
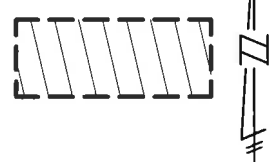
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EXHIBIT C

SEE SHEET 3 FOR CONTINUATION



STORM WATER MANAGEMENT ACCESS EASEMENT
2.549 AC.



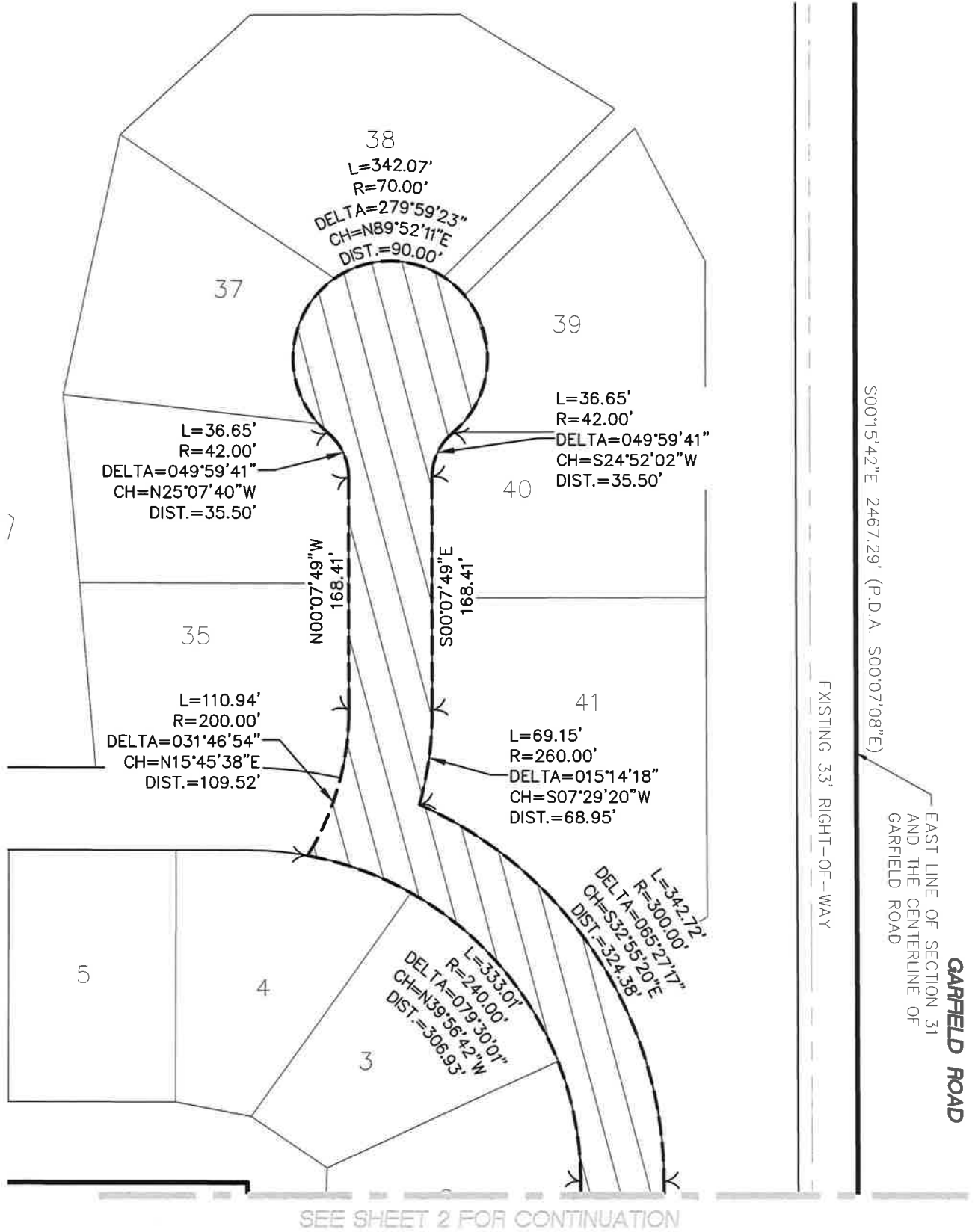
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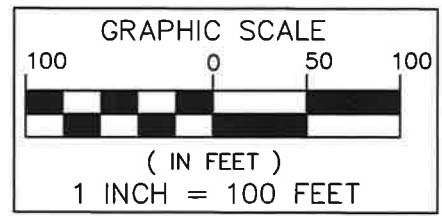
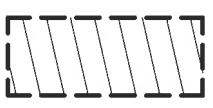
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EXHIBIT C



STORM WATER MANAGEMENT
ACCESS EASEMENT
2.549 AC.



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BALLANTYNE
SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

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EXHIBIT D

LEGAL DESCRIPTION STORM WATER MANAGEMENT EASEMENT

A Storm Sewer Management Easement being part of the Southeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 31; thence N00°15'42"W, 60.00 feet, along the East line of said Section 31 and the Centerline of Garfield Road, to the Northerly Right-Of-Way of Eight Mile Road; thence N66°33'54"W, 46.96 feet, for a **POINT OF BEGINNING**; thence N 64°55'46"W, 33.31 feet; thence S18°38'28"W, 14.53 feet; thence 7.25 feet along a curve to the Right, said curve having a radius of 34.64 feet, a central angle of 11°58'58" and a chord bearing and distance of S72°40'49"W, 7.23 feet; thence 17.76 feet along a curve to the Right, said curve having a radius of 882.09 feet, a central angle of 01°09'14" and a chord bearing and distance of S78°19'32"W, 17.76 feet; thence 22.99 feet along a curve to the Right, said curve having a radius of 65.76 feet, a central of 20°01'54" and a chord bearing and distance of S88°55'05"W, 22.87 feet; thence 60.46 feet along a curve to the Right, said curve having a radius of 140.29 feet. A central angle of 24°41'28" and a chord bearing and distance of N69°02'39"W, 59.99 feet; thence 35.73 feet along a curve to the Right, said curve having a radius of 52.74 feet, a central angle of 38°49'13" and a chord bearing and distance of N37°44'14"W, 35.06 feet; thence N14°02'01"W, 46.90 feet; thence 15.71 feet along a curve to the Left, said curve having a radius of 10.00 feet, a central angle of 90°00'00" and a chord bearing and distance of N59°02'01"W, 14.14 feet; thence S75°57'59"W, 2.94 feet; thence 15.12 feet along a curve to the Left, said curve having a radius of 285.71 feet, a central angle of 03°01'58" and a chord bearing and distance of N21°10'34"W, 15.12 feet; thence N52°38'16"E, 21.10 feet; thence N20°20'28"W, 82.15 feet; thence N00°37'22"E, 84.30 feet; thence N32°21'57"E, 228.37 feet; thence N15°50'54"W, 10.99 feet; thence N00°13'11"W, 909.55 feet; thence N07°16'47"W, 119.88 feet; thence S45°09'04"W, 201.99 feet; thence 20.13 feet along a curve to the Left, said curve having a radius of 74.03 feet, a central angle of 15°34'49" and chord bearing and distance of N48°46'00"W, 20.07 feet; thence N45°09'30"E, 205.58 feet; thence N57°49'00"W, 178.49 feet; thence N14°04'15"W, 181.24 feet; thence N33°03'04"E, 116.07 feet; thence N89°28'06"E, 154.20 feet; thence S50°25'59"E, 57.26 feet; thence S01°05'56"E, 302.98 feet; thence S50°24'56"W, 53.39 feet; thence S07°16'47"E, 130.57 feet; thence S00°13'11"E, 908.04 feet; thence S15°50'54"E, 14.88 feet; thence S87°30'44"E, 34.68 feet; thence S00°33'26"E, 429.89 feet; thence S18°38'28"W, 11.67 feet; thence S64°55'46"E, 26.10 feet; thence S00°15'42"E, 22.13 feet, to **the POINT OF BEGINNING**. All of the above containing 3.944 Acres.

P:\12-020 8 Mile & Garfield\EASEMENTS\12-020EASE-STWM.dwg



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

CONSULTING ENGINEERS

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BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: "NOT TO SCALE"

DATE: 6.3.2021

JOB NO.: 12-020

DWG.:12-020EASE-STWM.dwg

DRAWN BY: DN

CHECK: JE

SHEET: 1 OF 4

EXHIBIT D

EAST 1/4 CORNER SECTION 31 T.1N.,
R.8E.
L.C.R.C. RECORDED
L.16874, P.164

EAST AND WEST 1/4 LINE OF SECTION 31

N89°43'21"E 1099.98'
(P.D.A. N89°51'00"E)

S00°15'42"E
115.05'

N00°15'42"W 1710.40'
(P.D.A. N00°07'08"W, 1710.11')

STORM WATER
MANAGEMENT
EASEMENT
3.944 ACRES

N89°55'05"W 660.00'
(P.D.A. N89°46'33"W)

N00°15'42"W 750.00'
(P.D.A. N00°07'08"W)

(P.D.A. S00°07'08"E)
2467.29' S00°15'42"E

GARFIELD ROAD

EAST LINE OF SECTION 31 AND THE
CENTERLINE OF GARFIELD ROAD

P.O.B.

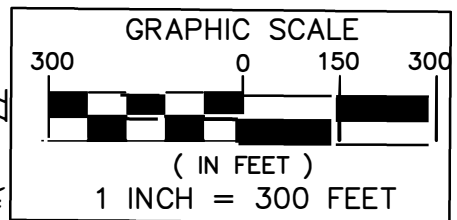
N00°15'42"W
60.00'

SOUTH 1/4 CORNER SECTION 31
T.1N., R.8E. L.C.R.C. RECORDED
L.16874, P.167

EIGHT MILE ROAD

SOUTH LINE OF SECTION 31
AND THE CENTERLINE
OF EIGHT MILE ROAD

SOUTHEAST CORNER
SECTION 31 T.1N., R.8E.
L.C.R.C. RECORDED
L. 16874, P.163



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

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 300'

DATE: 6.3.2021

JOB NO.: 12-020

DWG: 12-020EASE-STWM.dwg

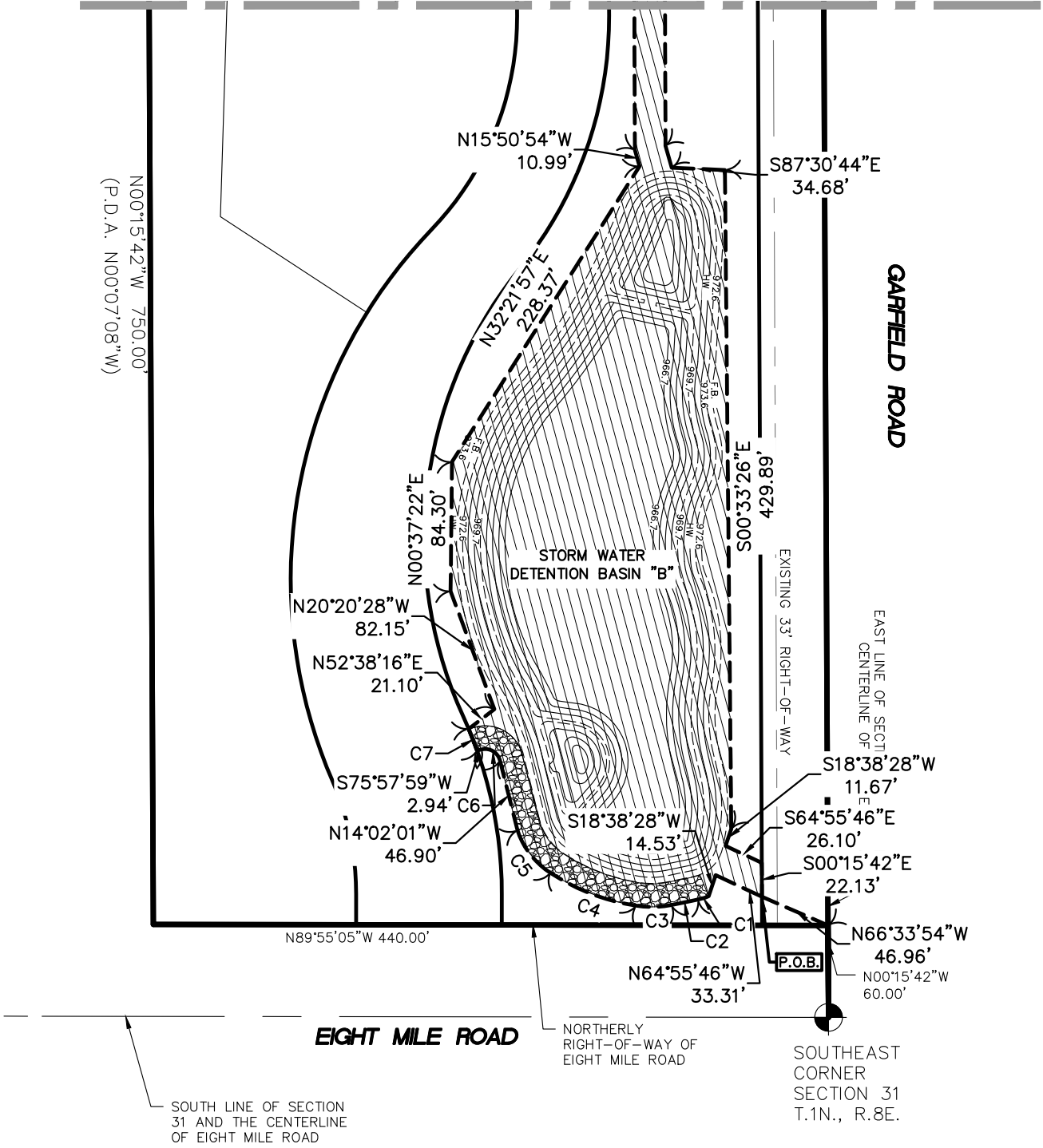
DRAWN BY: DN

CHECK: JE

SHEET: 1 OF 4

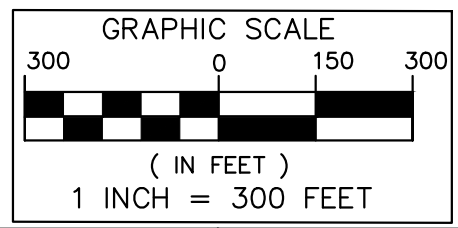
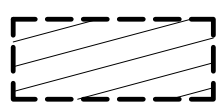
EXHIBIT D

SEE SHEET 3 FOR CONTINUATION



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	7.25'	34.64'	11°58'58"	S72°40'49"W	7.23'
C2	17.76'	882.09'	1°09'14"	S78°19'32"W	17.76'
C3	22.99'	65.76'	20°01'54"	S88°55'05"W	22.87'
C4	60.46'	140.29'	24°41'28"	N69°02'39"W	59.99'
C5	35.73'	52.74'	38°49'13"	N37°44'14"W	35.06'
C6	15.71'	10.00'	90°00'00"	N59°02'01"W	14.14'
C7	15.12'	285.71'	3°01'58"	N21°10'34"W	15.12'

STORM WATER MANAGEMENT
EASEMENT
(3.944 ACRES)



P:\12-020 8 Mile & Garfield\EASEMENTS\12-020EASE-STWM.dwg



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BALLANTYNE

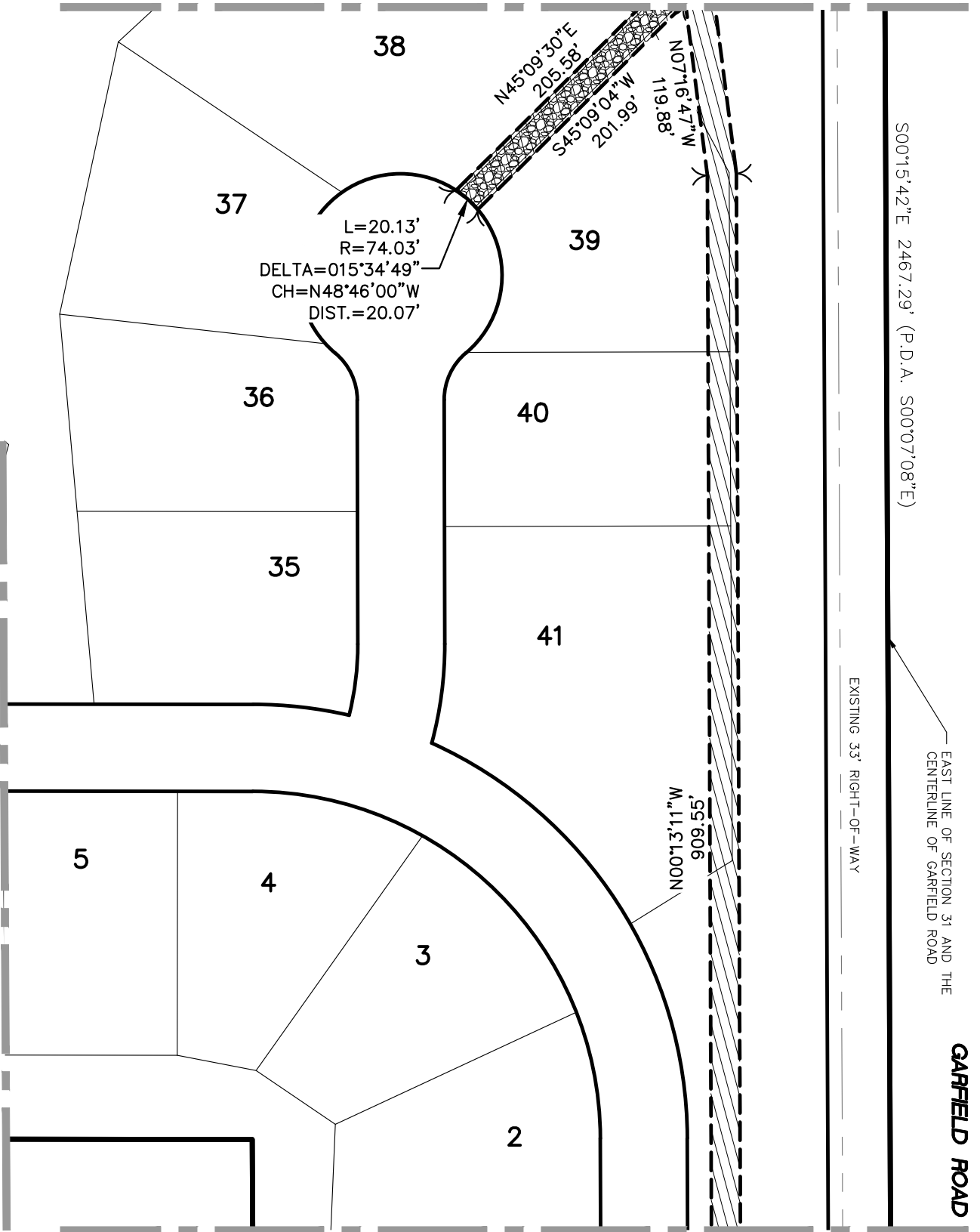
SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 300'
DATE: 6.3.2021
JOB NO.: 12-020
DWG: 12-020EASE-STWM.dwg
DRAWN BY: DN
CHECK: JE
SHEET: 2 OF 4

EXHIBIT D

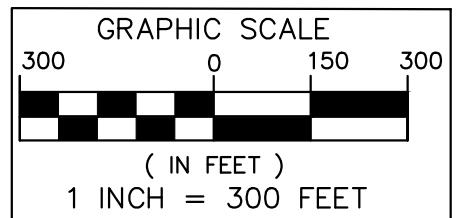
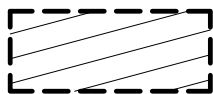
SEE SHEET 4 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION



SEE SHEET 2 FOR CONTINUATION

STORM WATER MANAGEMENT
EASEMENT
(3.944 ACRES)



P:\12-020 8 Mile & Garfield\EASEMENTS\12-020EASE-STWM.dwg



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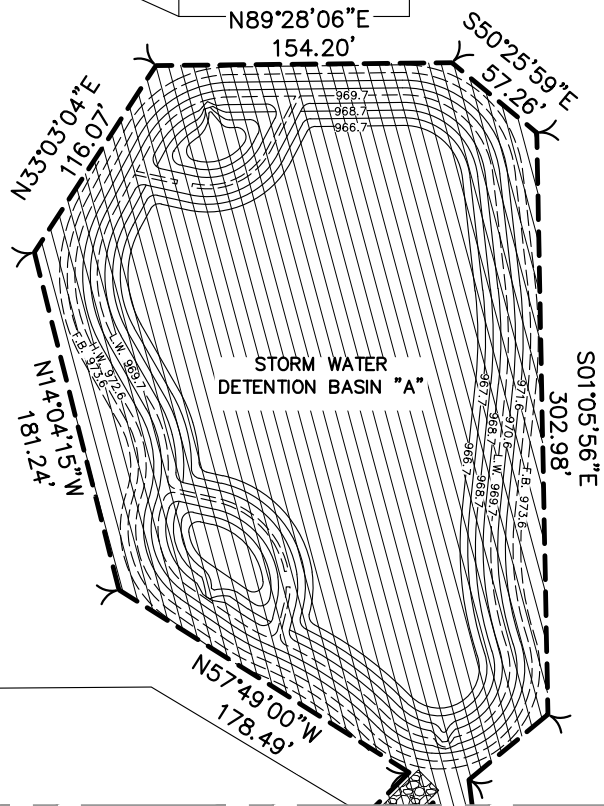
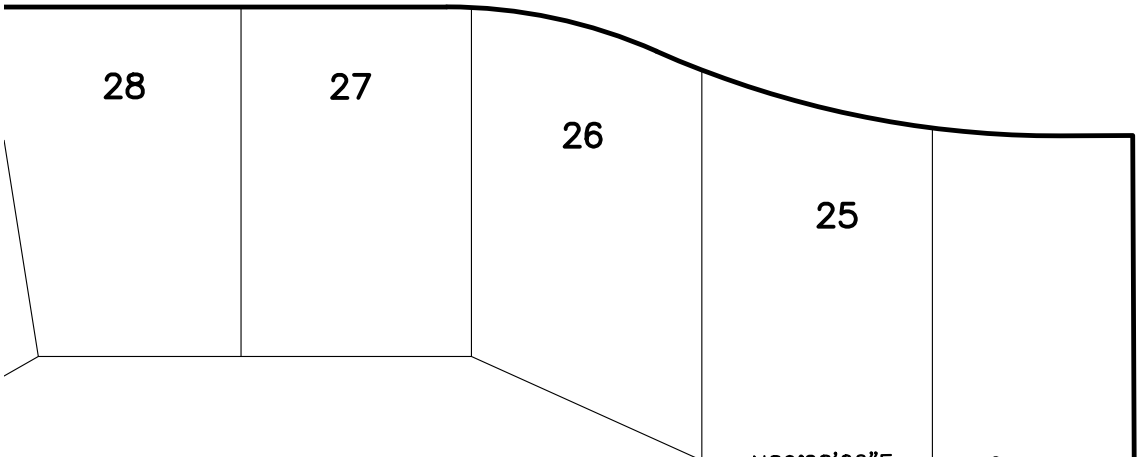
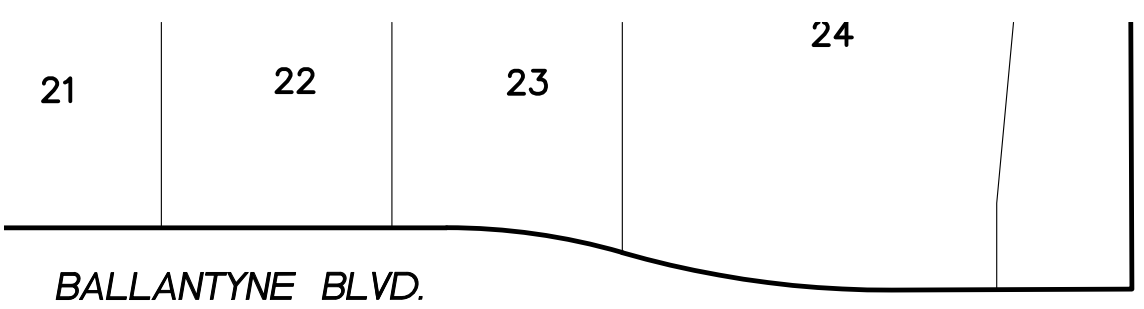
BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 300'
DATE: 6.3.2021
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DWG: 12-020EASE-STWM.dwg
DRAWN BY: DN
CHECK: JE
SHEET: 3 OF 4

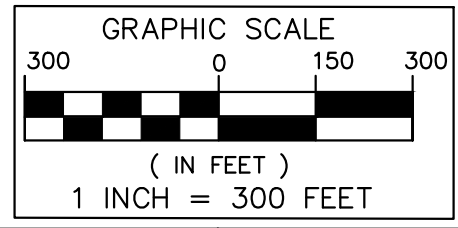
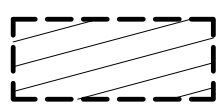
EXHIBIT D

GARFIELD ROAD



SEE SHEET 3 FOR CONTINUATION

STORM WATER MANAGEMENT
EASEMENT
(3.944 ACRES)



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DRAWN BY: DN
CHECK: JE
SHEET: 4 OF 4

P:\12-020 8 Mile & Garfield\EASEMENTS\12-020EASE-STWM.dwg

December 4, 2023

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

Re: Ballantyne - Acceptance Documents Review
Novi # JSP20-0038
SDA Job No. NV21-212
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on August 17, 2022 against the Final Site Plan (Stamping Set) approved on October 4, 2021. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 06/21/2022: exhibit dated 06/03/21)
Exhibit Approved
2. On-Site Sanitary Sewer Easement
(executed 06/21/2022: exhibit dated 06/03/21)
Exhibit Approved
3. On-Site Water System & Sanitary Sewer Access Easement
(executed 06/21/2022: exhibit dated 07/22/21)
Exhibit Approved
4. **Storm Drainage Facility / Maintenance Easement Agreement**
(executed 06/21/2022: exhibits dated 06/03/21, 07/22/21)
Exhibits A, B, C, and D Approved.
5. Emergency Access Easement
(unexecuted: exhibit dated 07/29/21)
Exhibit Approved
6. Sidewalk Easement
(executed 07/27/2022: exhibit dated 07/22/21)
Exhibit Approved
7. Warranty Deed for Garfield Road Right-of-Way Dedication
(executed 06/21/2022: exhibit dated 07/27/21)
Exhibit Approved

Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, 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.

8. Bills of Sale: Sanitary Sewer System and Water Supply System
SUPPLIED – APPROVED.
9. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED.
10. Sworn Statement signed by Developer
SUPPLIED – APPROVED.

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 July 13, 2021 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


Taylor E. Reynolds, PE

Sr. Project Manager

Cc (via Email): Adam Yako, City of Novi
Holly Demers, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Courtney Hanson, City of Novi
Madeleine Daniels, 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
Ben Peacock, City of Novi



SPALDING DeDECKER
Engineering & Surveying Excellence since 1954

October 9, 2023

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

Re: Ballantyne
Storm Water Detention System Inspection
Novi SP No.: JSP20-0038
SDA Job No.: NV21-212

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: 2023.10.09 08:16:41-04'00'

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)
John Carson, Pulte Homes (e-mail)
SDA CE Job File