

Rik Kowall, Supervisor
Anthony Noble, Clerk
Mike Roman, Treasurer



Trustees
Scott Ruggles
Michael Powell
Andrea C. Voorheis
Liz Fessler Smith

WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road , White Lake, Michigan 48383-2900, (248) 698-3300 Ext 8, www.whitelaketwp.com

August 15, 2022

Honorable Board of Trustees
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

RE: First Amended Storm Water Management Facilities Easement, Maintenance Agreement and Lien

Honorable Board of Trustees,

Per my review of the Preserve at Hidden Lakes Site Plan Amendment date February 16th 2022, the developer has included language to clearly identify that the decks shall be approved within the easement of the planned development and to indemnify the Township of replacement of the decks should we need to access the easement for repairs. This language is congruent with language in the most recent Master Deed which is still being finalized.

The DPS requests the Board of Trustees approve the amended document pending final review of the Township attorney.

Please feel free to call with any questions.

Sincerely,

Aaron D. Potter
Director, Dept. of Public Services
Charter Township of White Lake

FIRST AMENDMENT TO STORM WATER MANAGEMENT FACILITIES EASEMENT, MAINTENANCE AGREEMENT, AND LIEN

This First Amendment to the Storm Water Management Facilities Easement, Maintenance Agreement, and Lien is made and executed on dateline _____, by Preserve at Hidden Lake, LLC, a Michigan limited liability company (hereinafter referred to as “Grantor”), whose address is 8255 Cascade, Ste. 110, Commerce, MI 48382, and the Charter Township of White Lake, a Michigan municipal Corporation, whose address is 7525 Highland Rd., White Lake, MI 48383 (hereinafter referred to as “Grantee”).

RECITALS

A. Grantor and Grantee entered into a Storm Water Management Facilities Easement, Maintenance Agreement, and Lien (“Agreement”) on July 9, 2021, which Agreement was recorded in the Office of the Oakland County Register of Deeds on July 15, 2021 at Liber 56551, Page 193.

B. Grantor and Grantee desire to amend the Agreement to make it known that certain Units have patios which are encroaching into the storm water easement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the parties agree as follows:

Section 1 is hereby deleted and the following substituted in its place and stead:

1. Preserve at Hidden Lake LLC, on behalf of itself and its successors and assigns, agrees to perform any necessary maintenance, repair, and/or replacement of the Storm Water Management Facilities to ensure that they continuously perform their design function as part of the storm water drainage system for the Property, as determined by the Township. Without limitation, Preserve at Hidden Lake LLC, on behalf of itself and its successors and assigns, shall ensure that the Storm Water Management Facilities are kept clean and not become a public nuisance, that any inlet and outlet pipes and structures, and any berms are maintained in a structurally sound condition, that the berms are adequately vegetated and free of significant erosion, and that the basin shall be kept free of woody vegetation. Certain Units have rear patios which are located in the Storm Sewer Easement. These Units are Unit Numbers 70, 71, 72, 73, 74, 89, 90, 91, 92, 93, and 94. The maintenance requirements of this Agreement for Storm Water Management Facilities includes and applies to any facilities located in the Storm Water Easement where certain Units have rear patios, including but not necessarily limited to Units 70, 71, 72, 73, 74, 89, 90, 91, 92, 93, and 94.

Section 3 is hereby deleted and the following substituted in its place and stead:

3. In the event the Township determines that Preserve at Hidden Lake LLC, or its successors or assigns, has failed to maintain the Storm Water Management Facilities, the Township Shall Notify Preserve at Hidden Lake LLC, or its successors and assigns of its findings, and Preserve at Hidden Lake LLC or its successors or assigns shall make require repairs, maintenance, and replacement within the stated reasonable time period. In the event of an emergency situation, as determined by the Township, the Township shall not be required to provide the notice and opportunity to cure as provided in this paragraph, and may exercise the rights provided in paragraph 4 without notice.

Section 5 is hereby deleted and the following substituted in its place and stead:

5. Preserve at Hidden Lake LLC, its successors and assigns, grants to White Lake Township, an Easement to enter onto any portion of the property as necessary to undertake any required maintenance, repair, or replacement of the Storm Water Management Facilities as noted in paragraph 4 above.

Section 6 is hereby deleted and the following substituted in its place and stead:

6. Preserve at Hidden Lake LLC and its successors and assigns shall indemnify the Township, and its officers, agents, and employees from any claim or injuries to persons or damages to property or both, arising directly or indirectly from the continued operation, maintenance, and usage of the Storm Water Management Facilities by Preserve at Hidden Lake LLC or its agents, contractors, successors, or assigns, including claims arising out of the negligence of Preserve at Hidden Lake LLC, or its agents, contractors, successors, or assigns. Preserve at Hidden Lake LLC, on behalf of itself and its successors and assigns, shall not be required to indemnify the Township in claims arising out of negligence of the Township or its employees or contractors.

Preserve at Hidden Lake, LLC, ~~the~~ Developer of Preserve at Hidden Lake Condominiums, its successors and assigns and on behalf of the Preserve at Hidden Lake Homeowners Association and its successors and assigns, agrees to defend, pay on behalf of, indemnify and shall release and hold harmless the Township, its elected and appointed officials, employees, contractors and volunteers and others working on behalf of the Township against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against them, by reason of injury to any person, personal property or property damage to any Unit or any building on such Unit, or to any common element, due to a) flooding which occurs as a result of the retention basin water elevation rising to or above 945 feet. b) the placement of decks, patios, and/or privacy fences within the storm sewer easement, and c) any damage or injury to persons or property resulting from the Township's work within the storm sewer easement in the event ~~the Developer~~ Preserve at Hidden Lake, LLC, or Preserve at Hidden Lake Homeowners Association ~~Association~~ or any of their successors or assigns fails to properly maintain the easement.

The undersigned have executed this First Amendment to the Storm Water Management Facilities Easement, Maintenance Agreement, and Lien and is effective as of the day and year first written above.

DEVELOPER:

Preserve at Hidden Lake, LLC, Michigan limited liability company

By: _____
Craig Piasecki
Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing First Amendment to the Storm Water Management Facilities Easement, Maintenance Agreement, and Lien was acknowledged before me on _____ by Craig Piasecki, Member of Preserve at Hidden Lake, LLC, a Michigan limited liability company, on behalf of said limited liability company.

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

TOWNSHIP:

CHARTER TOWNSHIP OF WHITE LAKE, a Michigan municipal corporation

By: _____
Rik Kowall
Its: Supervisor

By: _____
Anthony L. Noble
Its: Clerk

STATE OF MICHIGAN)
)
) SS
COUNTY OF OAKLAND)

The foregoing First Amendment to the Storm Water Management Facilities Easement, Maintenance Agreement, and Lien was acknowledged before me on _____ by Rik Kowall, Supervisor of the Charter Township of White Lake, a Michigan municipal corporation, on behalf of said municipal corporation.

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

STATE OF MICHIGAN)
)
) SS
COUNTY OF OAKLAND)

The foregoing First Amendment to the Storm Water Management Facilities Easement, Maintenance Agreement, and Lien was acknowledged before me on _____ by Anthony L. Noble, Clerk of the Charter Township of White Lake, a Michigan municipal corporation, on behalf of said municipal corporation.

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

Prepared by:

Bruce M. Hug
Attorney and Counselor
PO Box 600
Union Lake, MI 48387

Return to:

Charter Township of White Lake
7525 Highland Rd.
White Lake, MI 48353

Rik Kowall, Supervisor
Anthony Noble, Clerk
Mike Roman, Treasurer



Trustees
Scott Ruggles
Michael Powell
Andrea C. Voorheis
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WHITE LAKE TOWNSHIP
DEPARTMENT OF PUBLIC SERVICES
7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

February 16, 2022

Sean O'Neil
Community Development Director
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

Re: Preserver at Hidden Lakes Site Plan Amendment

Mr. O'Neil,

Upon review of the site plan amendment submitted on this project I have the following comments:

Storm:

This plan that was submitted proposes at least ten (10) decks to be constructed outside the building envelope and within the stormwater easement.

Along the south edge of Acadia Lane, the developer is proposing a retaining wall within the stormwater easement. The propose the wall to be directly over the storm pipe along the southeast corner of the intersection of Acadia and Ander Lane. This storm pipe should or the retaining wall should be located to eliminate this conflict. Again, the zoning ordinance prohibit permanent structures within any easement.

I understand that this is zoned Planned Development. This zoning allows for some flexibility with the ordinance in lieu of public benefit. As proposed, it is my opinion that these improvements will block access to those areas for maintenance and will increase the expense and difficulty for maintenance or repair by the association. At the very least, the required Storm Water Management Facilities Easement, Maintenance Agreement and Liens that have already been recorded as well as the required agreement for Phase IV should be amended with language to show that these improvements were allowed to exist within the easements. The association that will ultimately own and have responsibility to maintain these structures should have a clear understanding of the facilities as approved. The standard agreements will not be sufficient in this case. These amendments should be reviewed by the Township Attorney and approved by the Township Board of Trustees.

Sincerely,

A handwritten signature in cursive script that reads "Aaron Potter".

Aaron Potter
DPS Director
Charter Township of White Lake