



CITY OF NOVI CITY COUNCIL
JANUARY 27, 2019

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from M/I Homes of Michigan for Valencia South Phase 3 located south of Ten Mile Road and west of Beck Road (parcel 50-22-29-226-053).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: The developer of Valencia South Phase 3, M/I Homes of Michigan, requests approval of a 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 enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, October 28, 2019) and the City Engineering consultant (Spalding DeDecker, October 22, 2019), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from M/I Homes of Michigan for Valencia South Phase 3 located south of Ten Mile Road and west of Beck Road (parcel 50-22-29-226-053).

Valencia South Phase 3 SDFMEA

Location Map



Map Author: Kate Richardson
Date: 12/23/2019
Project: Valencia South Phase 3 SDFMEA
Version: 1.0

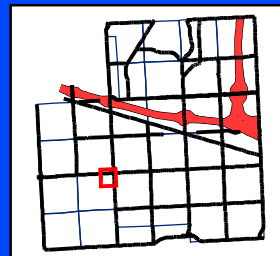
Amended By:
Date:
Department:

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.

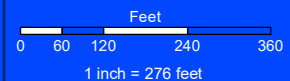
Legend

 Subject Parcel



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

October 28, 2019

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Valencia Estates South Phase 3 (JSP 16-005)
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Herczeg:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving Valencia Estates South Phase 3. 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 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 printed name.

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
October 28, 2019
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Madeleine Kopko, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Kate Richardson, Plan Review Engineer (w/Enclosures)
Rebecca Runkel, Staff Engineer (w/Enclosures)
Victor Boron, Civil Engineer (w/Enclosures)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Jen Thomas, M/I Homes of Michigan, jthomas@mihomes.com (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 201__, by and between M/I Homes of Michigan, LLC, a Michigan Limited Liability Company, whose address is 1668 S. Telegraph, Ste. 200, Bloomfield Hills, MI 48302 (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 single-family residential development on the Property.

- B. The single-family 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
M/I Homes of Michigan, LLC

RP Botham

By: Brad Botham
Its: Vice President, Land Acquisition

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18 day of September, 2019, by Brad Botham, as the Vice President, Land Acquisition, of M/I Homes of Michigan, LLC.

Mindy Schroll
Notary Public,
Acting in Oakland County, Michigan
My Commission Expires: 06.02.2026

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

EXHIBIT A

Job No.: 14-002

“Valencia South Estates”

LEGAL DESCRIPTION

SUBJECT PROPERTY

Part of the Northeast 1 / 4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; described as Commencing at the Northeast Corner of said Section 29; thence Due West, 109.00 feet, along the Centerline of Ten Mile Road and the North line of said Section 29, to the Point of Beginning; thence South 44°54'46" East, 46.60 feet; thence Due West, 274.00 feet; thence South 00°10'28" West, 15.00 feet; thence Due East, 289.00 feet; thence South 44°54'46" East, 26.83 feet; thence South 00°10'28" West, 137.00 feet; thence Due East, 9.00 feet, to the West right-of-way of Beck Road; thence South 00°10'28" West, 431.33 feet, along the West right-of-way of said Beck Road; thence South 89°59'34" West, 371.88 feet; thence South 00°10'28" West, 482.93 feet; thence South 66°03'48" East, 36.82 feet; thence North 89°54'00" East, 311.18 feet, to the West right-of-way of said Beck Road; thence South 00°10'28" West, 52.13 feet, along the West right-of-way of said Beck Road; thence North 89°54'00" East, 27.00 feet; thence South 00°10'28" West, 331.38 feet, along the West right-of-way of said Beck Road; thence South 89°52'18" West, 1311.40 feet along the North line of “Andover Pointe No.2”, a subdivision as recorded in Liber 231 of Plats, Pages 30-31, Oakland County records, and it's Easterly extension, to a point on the East line of “Andover Pointe No. 1”, a subdivision as recorded in Liber 231 of Plats, Pages 11-16, Oakland County records; thence North 00°10'48" East, 78.27 feet, along the East line of said “Andover Pointe No.1” to the Northeast corner of said “Andover Pointe No.1” and the Southeast Corner of “Echo Valley Estates”, a subdivision as recorded in Liber 92 of Plats, Pages 11-12, Oakland County records; thence North 00°25'08" East, 1440.87 feet, along the East line of said “Echo Valley Estates”, to the North line of said Section 29 and the centerline of Ten Mile Road; thence Due East, 1229.24 feet, along the North line of said Section 29 and the centerline of said Ten Mile Road to the Point of Beginning. All of the above containing 41.121 Acres of land, more or less.

Exhibit B

Valencia South Estates

Phase 3

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.	\$100	\$103	\$106
Detention Basin	Regularly mow buffer strips. If buffer is a lawn, mow frequently. Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks.	\$300	\$309	\$318
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$150	\$155	\$160
Sediment Basin	Every three months, check depth of sediment. Check basin for piping, seepage, or mechanical damage. Check for soil caking around standpipes. Ensure outfall is not causing erosion.	Remove sediment that accumulates to no more than 50% of basin volume. Remove caking from around standpipe. Implement energy dissipation measures to prevent erosion. Repair basin or outfall erosion.	\$200	\$206	\$212
Total:			<u>\$750</u>	<u>\$773</u>	<u>\$796</u>

EXHIBIT C

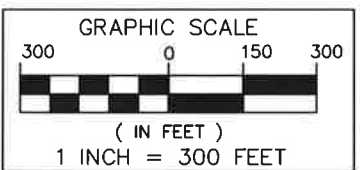
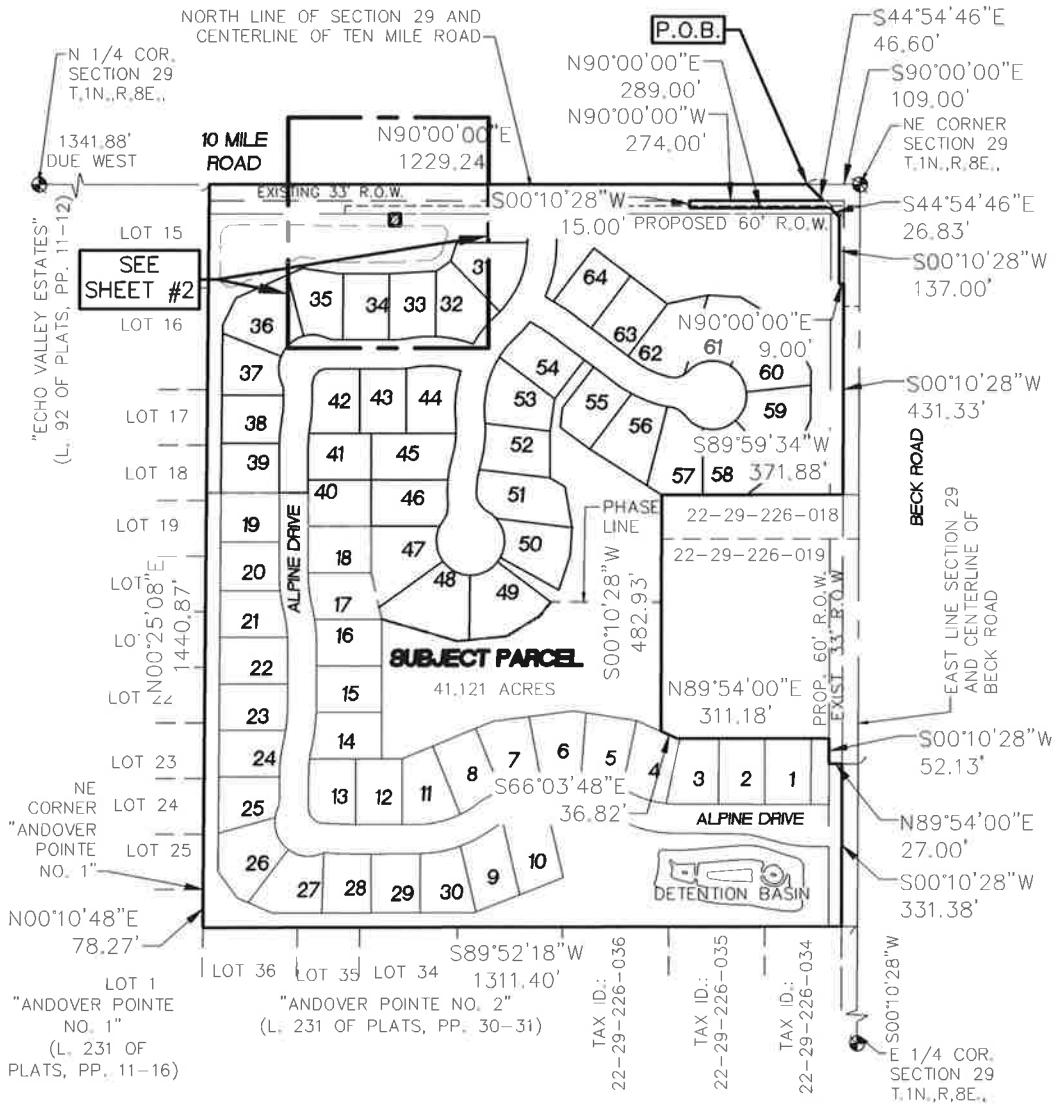
“VALENCIA SOUTH ESTATES”

LEGAL DESCRIPTION

INGRESS/EGRESS ACCESS EASEMENT

A detention basin Ingress/Egress Access Easement, located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 29; thence Due West, 942.91 feet, along the North line of said Section 29 and centerline of Ten Mile Road; thence Due South 60.00 feet, for a POINT OF BEGINNING; thence South 00°02'22" West, 24.40 feet; thence Due West, 22.00 feet; thence North 00°01'50" East, 24.40 feet; thence Due East, 22.00 feet, to the Point of Beginning. All of the above containing 0.012 Acres.

EXHIBIT C



DETENTION BASIN
INGRESS/EGRESS EASEMENT
(0.012 ACRES)

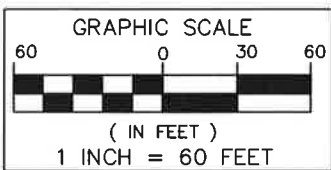
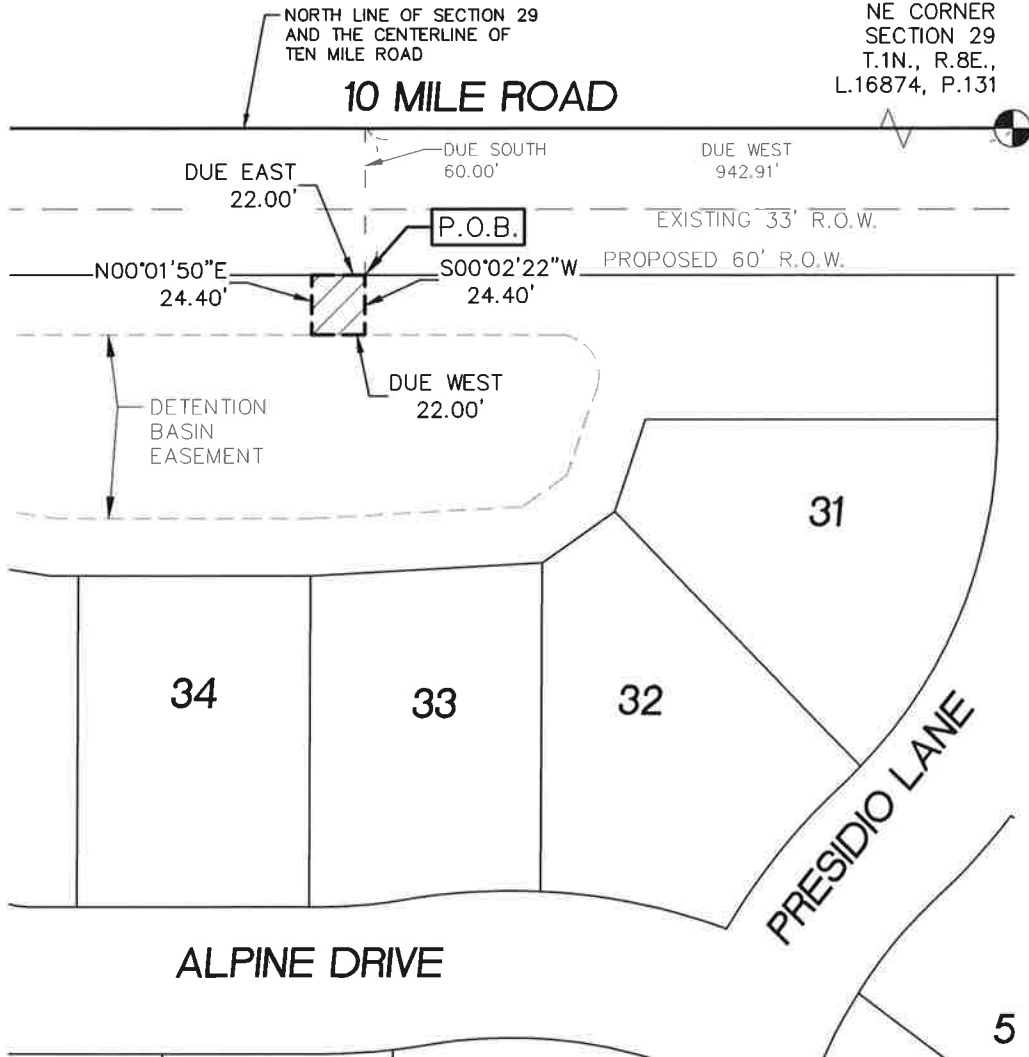
SUBJECT PROPERTY AND SHEET INDEX

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

VALENCIA SOUTH ESTATES PHASE 3
SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	03-10-2017
JOB NO.:	14-002
DWG FILE:	14-002ESMT-STM
DRAWN BY:	AT, DFR
CHECK:	PK
SHEET:	1 OF 2

EXHIBIT C



DETENTION BASIN INGRESS/EGRESS EASEMENT (0.012 ACRES)

DETENTION BASIN INGRESS/EGRESS EASEMENT

SEIBER, KEAST ENGINEERING, L.L.C.
 CONSULTING ENGINEERS
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
 PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

VALENCIA SOUTH ESTATES PHASE 3
 SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'
 DATE: 03-10-2017
 JOB NO.: 14-002
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 DRAWN BY: AT, DFR
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 SHEET: 2 OF 2

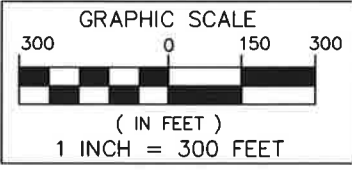
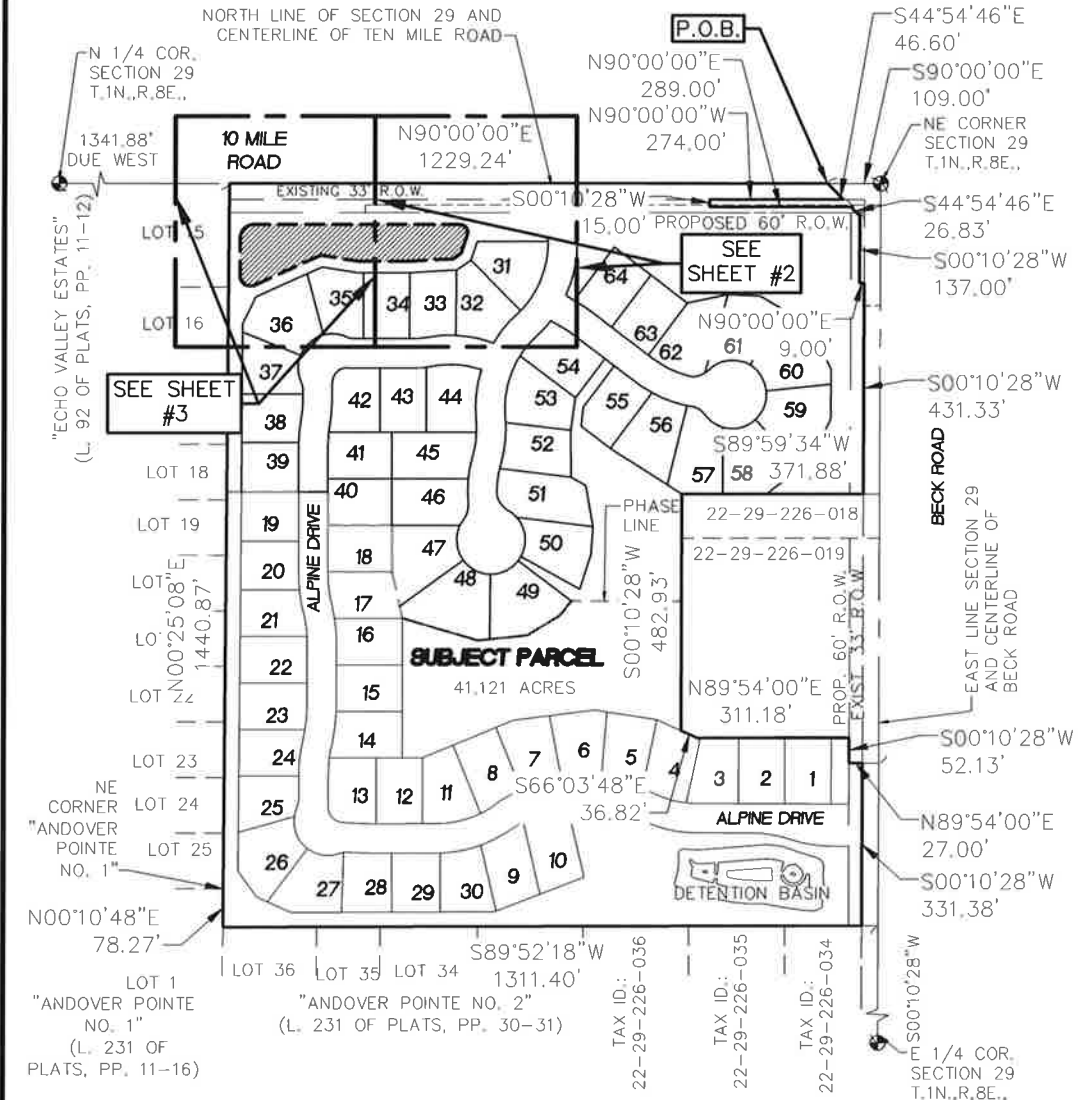
EXHIBIT D

“VALENCIA SOUTH ESTATES”

LEGAL DESCRIPTION DETENTION BASIN EASEMENT

A Detention Basin Easement, located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 29; thence Due West, 864.05 feet, along the North line of said Section 29 and centerline of Ten Mile Road; thence Due South, 84.40 feet, for a POINT OF BEGINNING; thence 31.50 feet along a curve to the right, said curve having a radius of 16.60 feet, a central angle of $108^{\circ}43'21''$ and a chord bearing and distance of South $35^{\circ}38'19''$ East, 26.98 feet; thence South $18^{\circ}43'21''$ West, 37.61 feet; thence South $54^{\circ}50'05''$ West, 21.99 feet; thence South $86^{\circ}45'13''$ West, 87.81 feet; thence Due West, 103.86 feet; thence North $81^{\circ}17'35''$ West, 80.29 feet; thence South $66^{\circ}01'50''$ West, 149.41 feet; thence 43.12 feet along a curve to the right, said curve having a radius of 21.60 feet, a central angle of $114^{\circ}23'18''$ and a chord bearing and distance of North $56^{\circ}46'31''$ West, 36.31 feet; thence North $00^{\circ}25'08''$ East, 77.44 feet; thence 41.59 feet along a curve to the right, said curve having a radius of 26.60 feet, a central angle of $89^{\circ}34'52''$ and a chord bearing and distance of North $45^{\circ}12'34''$ East, 37.48 feet; thence Due East, 424.97 feet, to the Point of Beginning. All of the above containing 0.861 feet.

EXHIBIT D



 DETENTION BASIN EASEMENT AREA (0.861 ACRES)

SUBJECT PROPERTY AND SHEET INDEX

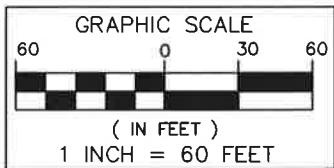
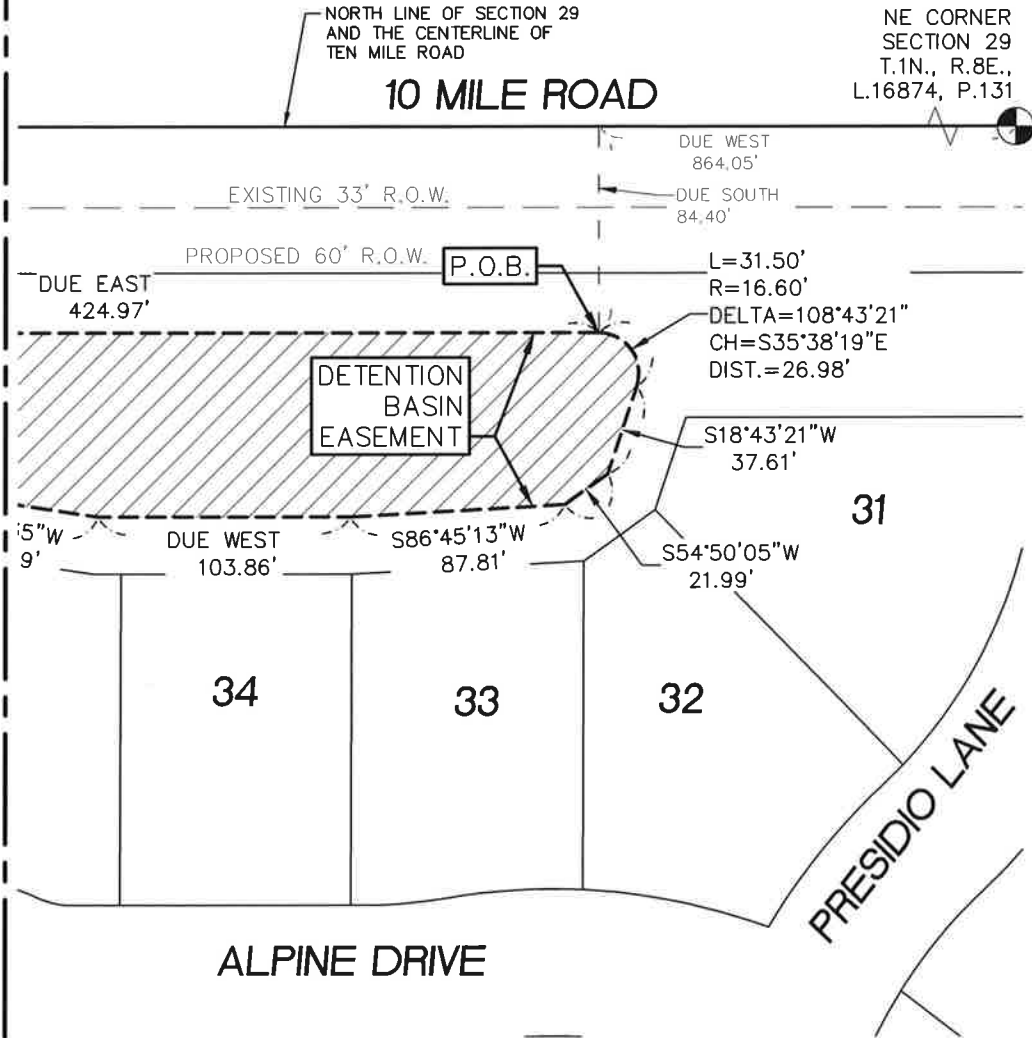
 **SEIBER, KEAST ENGINEERING, L.L.C.**
 CONSULTING ENGINEERS
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
 PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

VALENCIA SOUTH ESTATES PHASE 3
 SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	03-10-2017
JOB NO.:	14-002
DWG FILE:	14-002ESMT-SM
DRAWN BY:	AT, DFR
CHECK:	PK
SHEET:	1 OF 3

EXHIBIT D

MATCH LINE - SEE SHEET 3



DETENTION BASIN EASEMENT
 AREA (0.861 ACRES)

DETENTION BASIN EASEMENT



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 ENGINEERING, L.L.C.**

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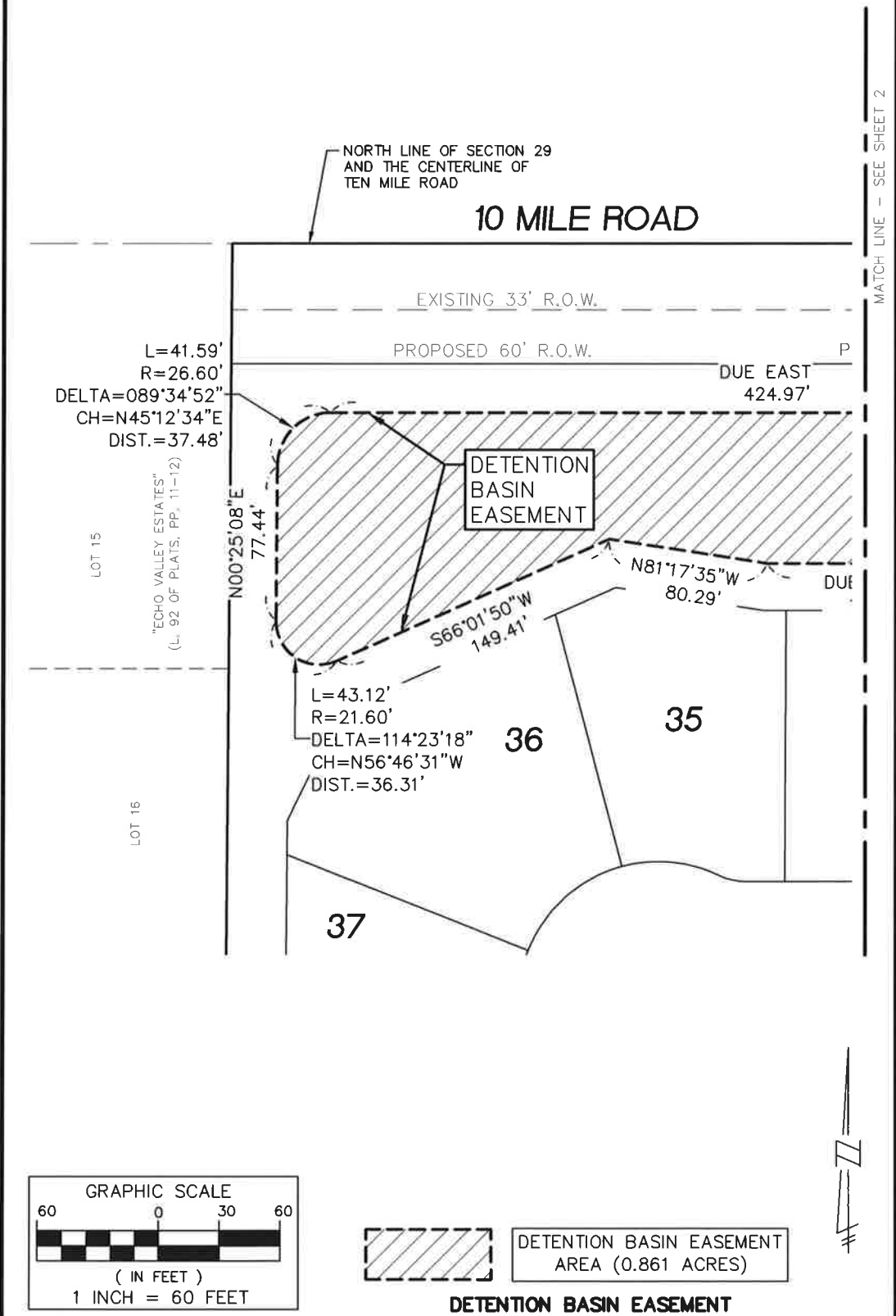
**VALENCIA SOUTH ESTATES
 PHASE 3**

SECTION 29, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'
 DATE: 03-10-2017
 JOB NO.: 14-002
 DWG FILE: 14-002ESMT-STM
 DRAWN BY: AT, DFR
 CHECK: PK
 SHEET: 2 OF 3



EXHIBIT D



MATCH LINE - SEE SHEET 2

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DRAWN BY:	AT, DFR
CHECK:	PK
SHEET:	3 OF 3

October 22, 2019

Jeff Herczeg
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Valencia South III - Acceptance Documents Review
Novi # JSP16-0005
SDA Job No. NV18-210
EXHIBITS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on October 15, 2019 against the Final Site Plan (Stamping Set) approved on February 15, 2018 and our field records. We offer the following comments:

Final Acceptance Documents:

1. **On-Site Water System Easement** – (executed September 18, 2019) Exhibits Approved.
2. **On-Site Sanitary Sewer Easement** – (executed September 18, 2019) Exhibits Approved.
3. **Off-Site Sanitary Sewer Easement on Poinsett Parcel** – (executed July 26, 2018) Exhibit Approved.
4. **Off-Site Sanitary Sewer Easement for 23937 Beck Road Lead** – (executed September 18, 2019) Exhibit Approved.
5. **Storm Drainage Facility Maintenance Easement Agreement** – (executed September 18, 2019) Exhibits A, B, C, & D Approved.
6. **Warranty Deed for Road Right-of-Way (Beck Road)** – (executed September 18, 2019) Exhibits Approved.
7. **Warranty Deed for Road Right-of-Way (10 Mile Road)** – (executed September 18, 2019) Exhibits Approved.
8. **Warranty Deed for Interior Roads Right-of-Way** – (executed September 18, 2019) Exhibits Approved.
9. **Bills of Sale: Sanitary Sewer System** – (executed September 18, 2019) Exhibit Approved.
NOTE: The exhibit only contains the paragraph descriptions of the sanitary sewer improvements and not the easement sketches that were reviewed and approved with the Sanitary Sewer Easement.

10. **Bills of Sale: Water Supply System** – (executed September 18, 2019) Exhibit Approved.
11. **Full Unconditional Waivers of Lien from contractors installing public utilities** – PROVIDED
12. **Sworn Statement signed by Developer** - PROVIDED

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 December 16, 2016 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
Senior Project Engineer

Cc (via Email): Victor Boron, City of Novi
 Michael Freckelton, Spalding DeDecker
 Courtney Hanson, City of Novi
 Madeleine Kopko, City of Novi
 Sarah Marchioni, City of Novi
 Ted Meadows, Spalding DeDecker
 Kate Richardson, City of Novi
 Beth Saarela, Johnson, Rosati, Schultz, Joppich
 Angie Sosnowski, City of Novi