



CITY OF NOVI CITY COUNCIL
SEPTEMBER 22, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Avalon Pointe Office Center located on the south side of Eleven Mile Road west of Meadowbrook Road (parcel 50-22-23-229-024).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This Storm Water Management Ordinance requirement details the responsibilities of the property owner to properly maintain a privately owned on-site mechanical treatment unit.

BACKGROUND INFORMATION:

Avalon Pointe Office Center is located on the south side of Eleven Mile Road west of Meadowbrook Road. Avalon Pointe Office Center 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 mechanical treatment unit.

Spalding DeDecker has inspected the on-site stormwater maintenance system. The inspection approval letter dated February 6, 2009, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, August 21, 2025) and the City Engineering consultant (Spalding DeDecker, October 26, 2007) and is recommended for approval.



RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Avalon Pointe Office Center located on the south side of Eleven Mile Road west of Meadowbrook Road (parcel 50-22-23-229-024).

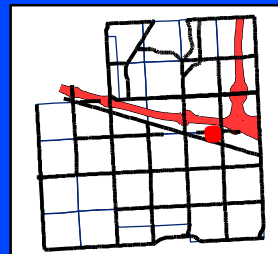
Avalon Pointe Office Center SDFMEA Location Map

Eleven Mile Road

Avalon Pointe Office Center
Parcel 50-22-23-229-024

Legend

- Major Roads
- Minor Roads
-  Subject Parcel
-  Right of Way



City of Novi

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

Feet
0 20 40 80 120
1 inch = 104 feet



Map Author: Kate Purpura
Date: 09/11/2025
Project: Avalon Pointe Office Center
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.

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

August 21, 2025

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

Re: *Avalon Pointe*
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

This is an old project for which the acceptance documents were misplaced. We recently redrafted them. The Exhibits were reviewed with the original submittal. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. 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

Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer
City of Novi
August 21, 2025
Page 2

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Stacy Choi, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Milad Alesmail, Project Engineer
Kate Purpura, Project Engineer
Alyssa Craigie, Administrative Assistant
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Cathy Robertson, Eleven Mile Avalon Association
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 12 day of Aug, 2015, by and between Eleven Mile Avalon Association, a Michigan Nonprofit Corporation, whose address is 41895 11 MILE RD SUITE 101, NOVI, MI 48375 (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 4 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 Business Condominium development on the Property.
- B. The Business Condominium 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 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 C**, 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
Eleven Mile Avalon Association, a
Michigan Nonprofit Corporation

By: Cathy M Robertson
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12 day of Aug, 2025
by Cathy Robertson, as the President of 11 mile Avalon Ass



Chloe Lange
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 1/11/29

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

Rosati, Schultz, Joppich, & Amtsbeuchler, P.C.

27555 Executive Drive, Suite 250

Farmington Hills, MI 48331

And when recorded return to:

Cortney Hanson, City Clerk

City of Novi

45175 W. Ten Mile Rd

Novi, MI 48375

EXHIBIT "A"

AVALON POINTE OFFICE CENTER – LEGAL DESCRIPTION

A parcel of land being known as the north 788 feet of the west 225 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 23, T.1N, R.8E., City of Novi, Oakland County, Michigan. Being more particularly described as follows:

Commencing at the Northeast Corner of Section 23, T.1N., R.8E., City of Novi, Oakland County, Michigan; thence proceeding along the North line of said Section 23 and the nominal centerline of Eleven Mile Road S 89°16'44" W 1111.41 feet to the Point of Beginning of the parcel herein described; thence S 00°22'50" W 787.75 feet; thence S 89°17'54" W 224.17 feet; thence N 00°22'33" E 787.67 feet to a point on the North line of said Section 23; thence along said North line N 89°16'44" E 224.23 feet to the Point of Beginning.

Containing 176,575 square feet or 4.05 acres of land, more or less. Also being subject to the rights of the public or any governmental unit in any part of Eleven Mile Road thereof taken, used or deeded for street, road or highway purposes. Also being subject to any other easements, restrictions or conditions of record.

EXHIBIT "B"

Catch Basins – Inspect Catch Basins yearly to determine need for sediment removal. Removal should be done in conjunction with cleaning of the Auqa Swirl system. Cleaning to be done using a vacuum truck.

Auqa Swirl – Inspect every 3 months to measure sediment. Clean as needed per manufacturers requirements using a vacuum truck.

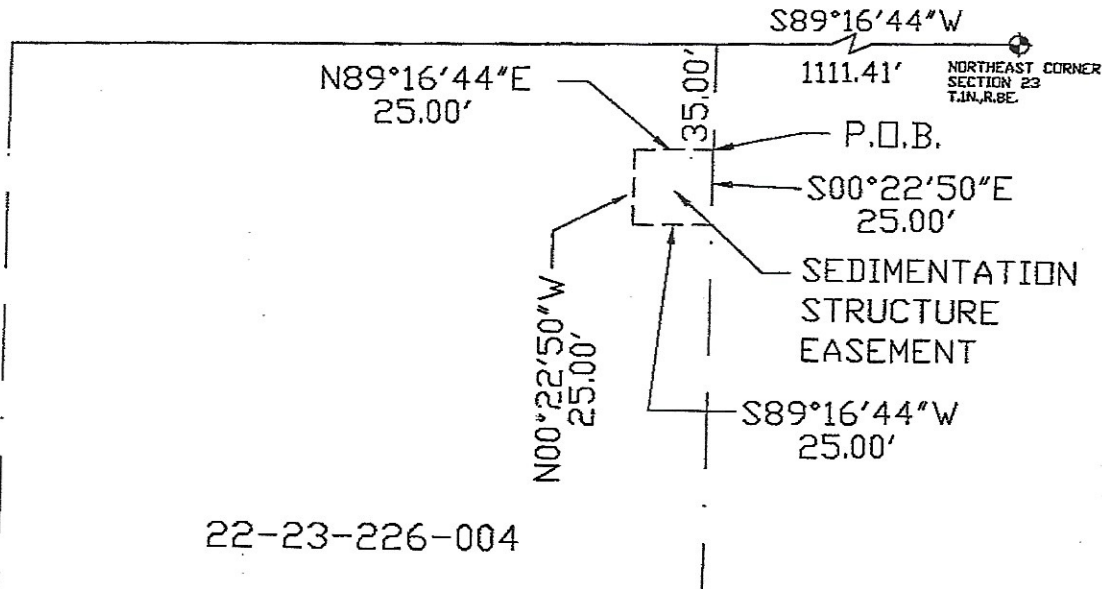
Cost to measure sediment - \$200 / year

Cost to remove sediment - \$500/ year

Note: The Owner and/or Association shall maintain a log of all inspection and maintenance activities and make the log available to City personnel as needed.

EXHIBIT "C"

NORTH SECTION LINE & CL OF ELEVEN MILE ROAD



22-23-226-004

SEDIMENTATION STRUCTURE EASEMENT

A part of the East 1/2 of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Commencing at the Northeast Corner of Section 23; thence proceeding along the North Line of said Section 23 and the nominal centerline of Eleven Mile Road S 89°16'44" W 1111.41 feet; thence S 00°22'50" W 35.00 feet to the Point of Beginning; thence S 00°22'50" E 25.00 feet; thence S 89°16'44" W 25.00 feet; thence N 00°22'50" W 25.00 feet; thence N 89°16'44" E 25.00 feet to the Point of Beginning.

PROPERTY DESCRIPTION

A parcel of land being known as the north 788 feet of the west 225 feet of the East 1/2 of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan being more particularly described as follows: Commencing at the Northeast Corner of Section 23; thence proceeding along the North Line of said Section 23 and the nominal centerline of Eleven Mile Road S 89°16'44" W 1111.41 feet to the Point of Beginning; thence S 00°22'50" W 787.75 feet; thence S 89°17'54" W 224.17 feet; thence N 00°22'33" E 787.67 feet to a point on the North Line of said Section 23; thence along said North Line N 89°16'44" E 224.23 feet to the Point of Beginning.



**Powell & Associates
Engineers, Inc.**

Consulting Civil Engineers
"Engineering A Better Michigan"

110 Audubon, Suite A
White Lake, MI 48383
Phone: (248)-889-9669
Fax: (248)-889-9779
info@powell-eng.com

SKETCH OF
SEDIMENTATION
EASEMENT

DRAWN BY: LLC
CHECKED BY: LLC

SHEET No. 1 OF 1

SCALE: 1" = 50'

JOB No. 03-416

DATE: 08/03/06



SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

October 26, 2007

Mr. Aaron Staup, Construction Engineering Coordinator
City of Novi
451175 West Ten Mile Road
Novi, Michigan 48375

Re: Avalon Point Office Center - Final Acceptance Documents Review
Novi # 03-51
SDA Job No. NV06-203
APPROVED

Dear Mr. Staup :

We have reviewed the Final Acceptance Document Package received by our office via e-mail on October 23, 2007 with supplemental information provided on October 26, 2007 against As-built Engineering Plans received on October 23, 2007. We offer the following comments:

1. **Water System Easement** – (Executed: dated October 25, 2007) – **APPROVED**.
Exhibit "A", Property Legal Description Approved. Exhibit "B", Easement Description Approved.
2. **Sanitary Sewer System Easement** – (Executed: dated October 25, 2007) – **APPROVED**.
Exhibit "A", Property Legal Description Approved. Exhibit "B", Easement Description Approved.
3. **Storm Drainage Facility Maintenance Easement Agreement** – (Executed: dated October 25, 2007) – **APPROVED**.
Exhibit "A", Legal Description Approved. Exhibit "B", Maintenance Schedule Approved. Exhibit "C", Sedimentation Structure Easement Description Approved.
4. **Declaration of Easement and Restrictive Covenant (Ingress/Egress Easement)** – (unexecuted) – **APPROVED**.
Exhibit "A", Legal Description - Approved. "Drive Easement" legal description and exhibit (dated 10/26/07) – Approved.
5. **Sidewalk Easement** – (Executed: dated October 25, 2007) – **APPROVED**.
Exhibit "A", Property Legal Description Approved. Exhibit "B", Easement Description Approved.
6. **Letter of Credit** - (in the amount of \$6,841.00) – Furnished to City of Novi October 25, 2007, **APPROVED**.
7. **Bills of Sale: Sanitary Sewer System and Water Supply System** – (Executed: dated October 25, 2007) – **APPROVED**.
8. **Full Unconditional Waivers of Lien from contractors installing public utilities** – From CI Contracting, Inc. for Underground Utilities – Approved.

Engineering Consultants

Infrastructure • Land Development • Surveying

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Mr. Aaron Staup
Page 2
October 26, 2007

9. **Maintenance and Guarantee Bond** – (for streets in the amount of \$4,663.25) – Furnished to City of Novi October 25, 2007, **APPROVED**.
10. **Maintenance and Guarantee Bond** – (for utilities in the amount of \$20,417.50) – Furnished to City of Novi October 25, 2007, **APPROVED**.
11. **Warranty Deed for additional Right-Of-Way** – (Executed October 25, 2007) - **APPROVED**.
12. **Contractor's Sworn Statement** – (Executed: dated October 25, 2007) - **APPROVED**
13. **As-Built Engineering Plans** – **APPROVED**.
As-built plans were forwarded to the City of Novi on October 25, 2007.

The documents as submitted were found to be acceptable by our office pending review by the City Attorney. 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 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 ASSOCIATES, INC.

Taylor E. Reynolds, PE
Project Engineer

cc: Maryanne Cornelius, City Clerk (via E-mail)
Marina Neumaier, Assistant Finance Director (via E-mail)
Sheila Weber, Treasurer's Office (via E-mail)
Barb McBeth, City Planning Director (via E-mail)
Juanita Freeman, Planning Department (via E-mail)
Ben Croy, Plan Review Center (via E-mail)
Sarah Marchioni, Building Department (via E-mail)
Beth Kudla, Secrest Wardle (via E-mail)
Ted Meadows, SDA Construction Engineering (via E-mail)
Michael Huszti, (via. E-mail); Meadow Pointe LLC; 1800 North Milford Road, Suite 201; Milford, MI 48381
Larry Currin, Civil & Environmental Consultants, Inc.
Engineering Consultants

Infrastructure • Land Development • Surveying

J:\NV\Construction Engineering\NV06-203 (Avalon Pointe)\Acceptance Docs\071023Final.doc



February 6, 2009

Ms. Sarah Marchioni
Building Permit Coordinator
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

**Re: Avalon Pointe
Storm Water Facilities System Inspection**
Novi Site Plan No.: 03-0051
SDA Job No.: NV06-203

Dear Ms. Marchioni:

This letter serves to officially notify you that we have reviewed the status of the storm water facilities system 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 facilities 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
Construction Administrator

cc: Aaron Staup, City of Novi – Engineering Department, CE Coordinator (e-mail)
Marina Neumaier, City of Novi – Assistant Finance Director (e-mail)
Sheila Weber, City of Novi – Bond Coordinator (e-mail)
Benny McCusker, City of Novi – Director of Public Works (e-mail)
Tim Sikma, City of Novi – Water & Sewer Manager (e-mail)
Christopher Robbins, PE, SDA (e-mail)
Taylor Reynolds, PE, SDA (e-mail)
Mike Huszti, Meadowpointe LLC (e-mail)
SDA CE Job File