



**CITY OF NOVI CITY COUNCIL
SEPTEMBER 13, 2021**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Robertson Brothers for the single family residential development, Lakeview, located along Old Novi Road, south of Thirteen Mile Road (parcel 50-22-11-109-011).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Lakeview, Robertson Brothers, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

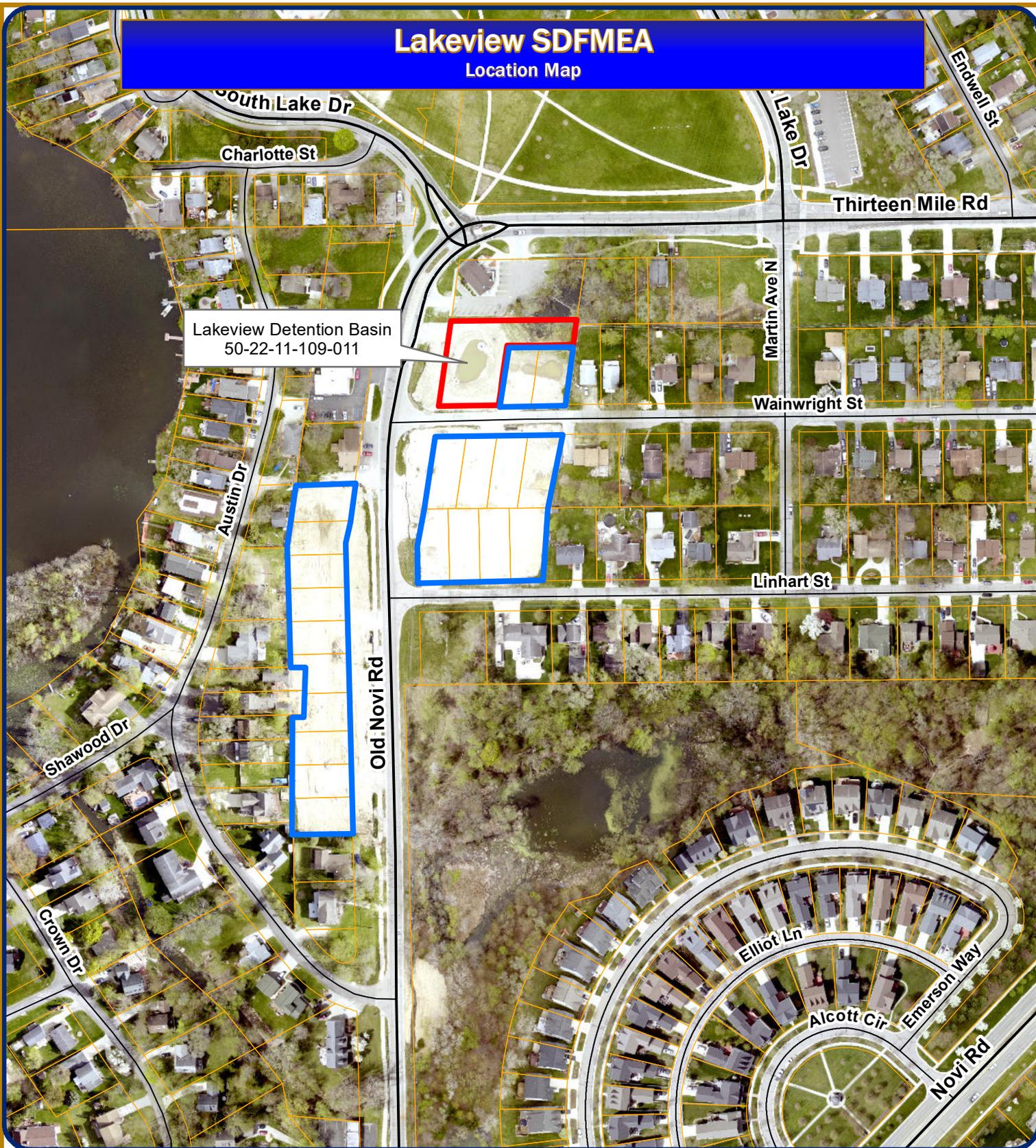
The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, August 5, 2020) and the City Engineering consultant (Spalding DeDecker, August 6, 2020), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Robertson Brothers for the single family residential development, Lakeview, located along Old Novi Road, south of Thirteen Mile Road (parcel 50-22-11-109-011).

Lakeview SDFMEA

Location Map



Map Author: Kate Purpura
 Date: 08/27/2021
 Project: Lakeview
 Version: 1.0

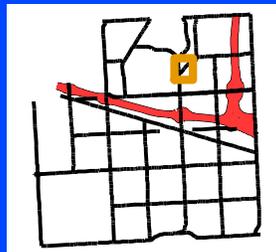
Amended By:
 Date:
 Department:

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.

Map Legend

-  Subject Parcel
-  Lakeview - Single Family Homes



City of Novi

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



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 5, 2020

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

**Re: Lakeview JSP 18-0016
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 the Lakeview development. 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

Elizabeth Kudla Saarela

Enclosures

Jeffrey Herczeg, Director of Public Works
City of Novi
August 5, 2020
Page 2

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

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 26th day of June, 2020, by and between Robertson Lakeview, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, MI 48301 (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 10 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 20 unit site condominium development on the Property, together with certain other property in the vicinity, to be known as Lakeview.
- B. The Lakeview development, shall contain certain storm drainage, detention and/or retention facilities, which may include 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 ensure 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 ensure 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.

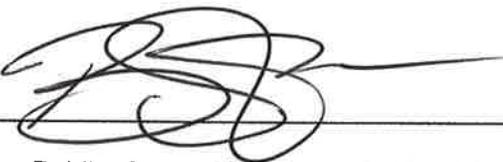
OWNER

ROBERTSON LAKEVIEW, LLC,
a Michigan limited liability company
BY: ROBERTSON BROTHERS CO.,
a Michigan corporation, Manager

By: 
Darian L. Neubecker
Its: Sr. Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 26th day of June, 2020, in Oakland County, Michigan, the foregoing Storm Drainage Facility Maintenance Easement Agreement was acknowledged before me by Darian L. Neubecker, the Sr. Vice President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Lakeview, LLC, a Michigan limited liability company, on behalf of the corporation and company.



Notary Public, State of Michigan, Oakland County
My commission expires: 10/18/2024
Acting in Oakland County, Michigan



Brandon Allen Stone
NOTARY PUBLIC - STATE OF MICHIGAN
County of Oakland
My Commission Expires 10/18/2024
Acting in the County of OAKLAND

CITY OF NOVI
A Municipal Corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

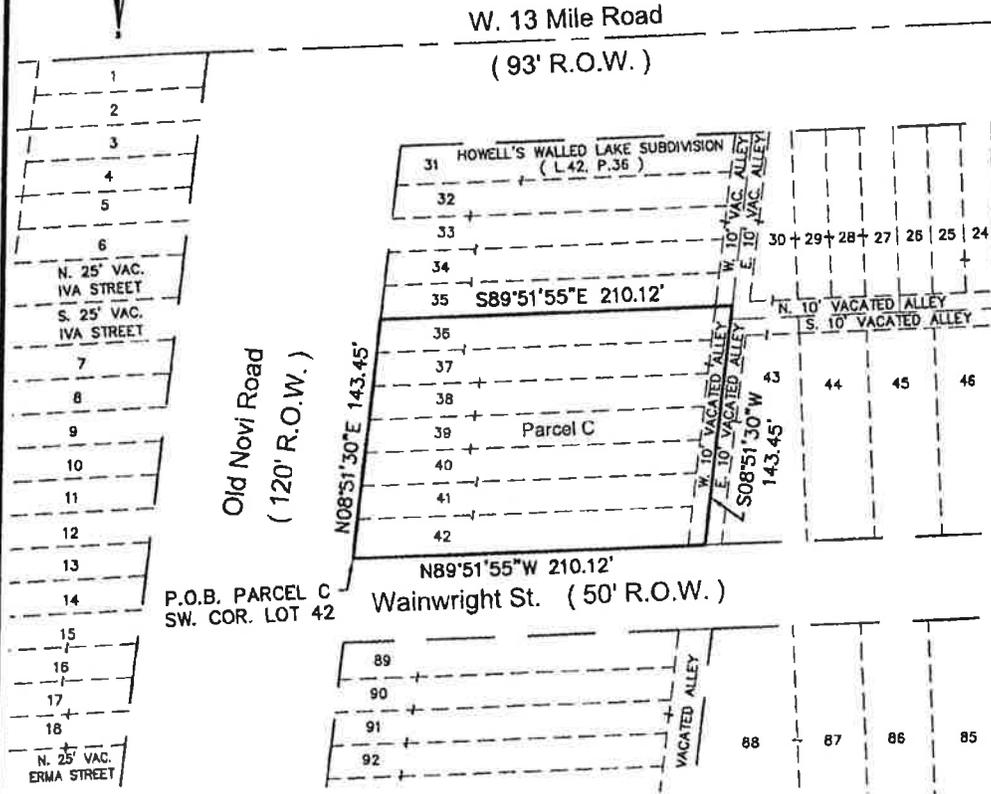
The foregoing instrument was acknowledged before me on this ____day of _____ 2020, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

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

THE PROPERTY



LEGAL DESCRIPTION - PARCEL C

LAND SITUATED IN THE COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

LOTS 36 THROUGH 42, BOTH INCLUSIVE, INCLUDING 1/2 OF THE VACATED ALLEY ADJACENT THERETO, HOWELL'S WALLED LAKE HEIGHTS SUBDIVISION, PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS, ALSO BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 42, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OLD NOVI ROAD (120' WDE) AND THE NORTHERLY RIGHT-OF-WAY LINE OF WAINWRIGHT STREET (50' WIDE); THENCE N.08°51'30"E. 143.45 FEET ALONG THE EASTERLY LINE OF SAID OLD NOVI ROAD TO THE NORTHWEST CORNER OF SAID LOT 36; THENCE S.89°51'55"E. 210.12 FEET TO A POINT ON THE CENTERLINE OF VACATED ALLEY (20' WIDE); THENCE S.08°51'30"W. 143.45 FEET ALONG THE CENTERLINE OF SAID VACATED ALLEY TO A POINT ON THE NORTHERLY LINE OF SAID WAINWRIGHT STREET; THENCE N.89°51'55"W. 210.12 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

CONTAINING: 29,792.61 SQ. FT. OR 0.684 ACRES

TAX ID NUMBER: 22-11-101-002

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 WWW.NOWAKFRAUS.COM

DATE	SCALE	DRAWN	JOB NO.	SHEET
6-10-2019	1" = 80'	M.C.	J955	1 of 6

EXHIBIT B

MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE STORM DRAINAGE MAINTENANCE AGREEMENT

	Permanent Water Basin	Detention Basin	CMP Riser and Outlets Overflow Structures	Emergency Spillway, Rip-Rap and End Section	Buffer Strip	Cost per Occurrence	Annual Cost	
Maintenance Activities								Frequency
Monitoring / Inspection								
• Inspect for sediment accumulation** and clogging	X	X	X	X		\$25.00	\$25.00	Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X		\$25.00	\$25.00	Annually and after major events
• Inspect for erosion and integrity of banks and berms	X	X	X	X	X	\$25.00	\$25.00	Annually and after major events
• Ensure means of access for maintenance remains clear /	X	X	X	X	X	\$25.00	\$25.00	Annually
Preventative Maintenance								
• Mowing		X			X	\$100.00	\$200.00	Up to 2 times per year*
• Remove floatables, dead vegetation and debris	X	X	X	X	X	\$50.00	\$50.00	As needed
• Replace or wash / reuse stone riser filters			X	X		\$150.00	\$150.00	Every 3 years, more frequently as needed**
• Remove invasive plants	X	X			X	\$100.00	\$100.00	Annually
Remedial Actions								
• Repair / stabilize areas of erosion	X	X	X	X	X	\$200.00	\$200.00	As needed
• Structural repairs			X	X		\$500.00	\$500.00	As needed
• Make adjustments / repairs to ensure proper functioning	X	X	X	X	X	\$200.00	\$200.00	As needed
Total Annual Budget							\$1,500.00	
<small>* Not to exceed the length allowed by local community ordinance. ** Replace stone if it can not be adequately cleaned. Note: Costs shown are estimated and are to be used for planning and budgeting purposes only. Actual costs will</small>								

THE OWNER SHALL MAINTAIN A LOG OF ALL INSPECTION AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.

NOWAK & FRAUS ENGINEERS
4677 WOODWARD AVE.
PONTIAC, MI 48342-5032
WWW.NOWAKFRAUS.COM

DATE DRAWN JOB NO. SHEET
6-10-2019 M.C. J955 2 of 6

EXHIBIT C

INGRESS/EGRESS EASEMENT AREA DESCRIPTION

LEGAL DESCRIPTION - INGRESS/EGRESS EASEMENT AREA

A FIFTEEN (15) FOOT WIDE INGRESS-EGRESS EASEMENT BEING PART OF LOTS 36, 37 AND 38 OF HOWELL'S WALLED LAKE HEIGHTS SUBDIVISION, PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS, BEING DESCRIBED ALONG ITS CENTERLINE AS: BEGINNING AT A POINT DISTANT N.08°51'30"E. 126.84 FEET FROM THE SOUTHWEST CORNER OF LOT 42 OF SAID HOWELL'S WALLED LAKE HEIGHTS SUBDIVISION, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OLD NOVI ROAD (120' WIDE) AND THE NORTHERLY RIGHT-OF-WAY LINE OF WAINWRIGHT STREET (50' WIDE); THENCE N.68°53'26"E. 20.81 FEET; THENCE N.89°55'45"E. 38.22 FEET; THENCE S.61°38'46"E. 20.14 FEET; THENCE S.27°24'33"E. 11.93 FEET; THENCE S.62°35'27"W. 39.70 FEET TO A POINT OF ENDING, SAID EASEMENT EXTENDS TO AND CEASES AT ALL PROPERTY LINES AND OR RIGHT-OF-WAY LINES WHICH INTERSECT SAID EASEMENT CENTERLINE.

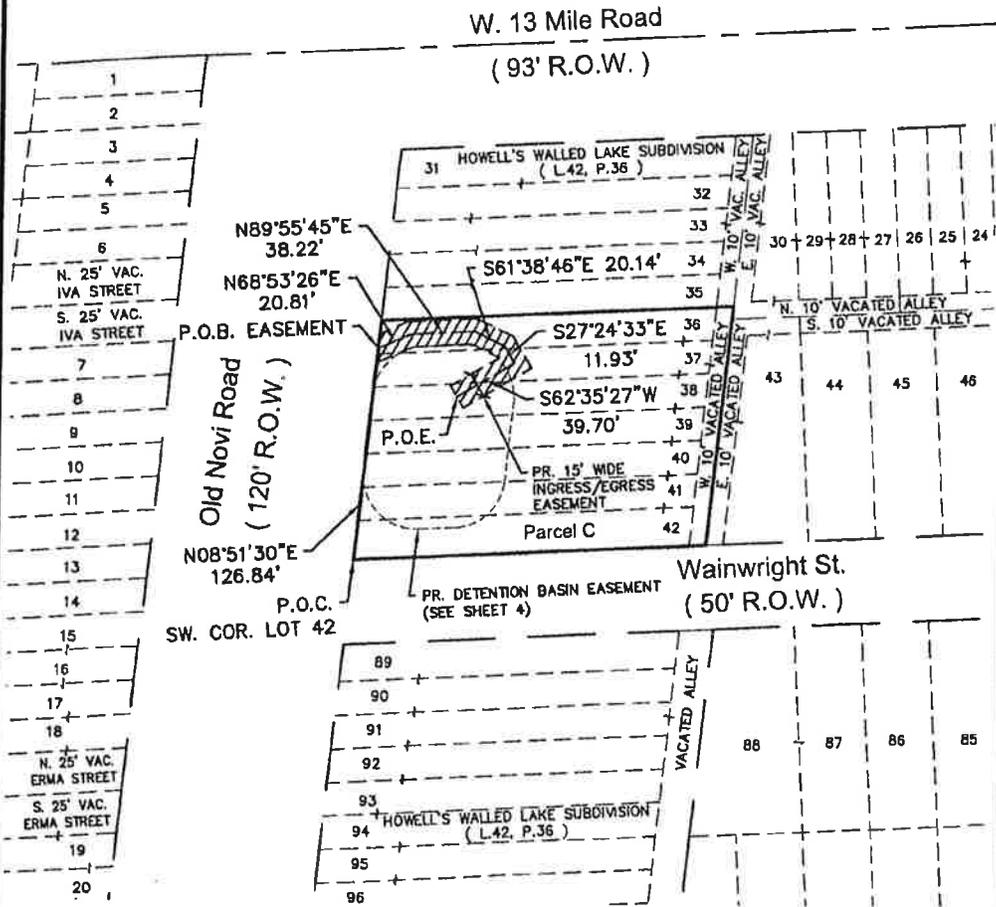
NOWAK & FRAUS ENGINEERS
4677 WOODWARD AVE.
PONTIAC, MI 48342-5032
WWW.NOWAKFRAUS.COM

DATE	DRAWN	JOB NO.	SHEET
6-10-2019	M.C.	J955	3 of 6



EXHIBIT C

INGRESS/EGRESS EASEMENT AREA



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
WWW.NOWAKFRAUS.COM

DATE	SCALE	DRAWN	JOB NO.	SHEET
6-10-2019	1" = 80'	M.C.	J955	4 of 6

EXHIBIT D
DETENTION/SEDIMENTATION BASIN
EASEMENT AREA

**LEGAL DESCRIPTION -
DETENTION/SEDIMENTATION BASIN EASEMENT AREA**

A DETENTION/SEDIMENTATION BASIN EASEMENT BEING PART OF LOTS 36 THROUGH 42, BOTH INCLUSIVE, HOWELL'S WALLED LAKE HEIGHTS SUBDIVISION, PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT N.08°51'30"E. 53.02 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 42, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OLD NOVI ROAD (120' WIDE) AND THE NORTHERLY RIGHT-OF-WAY LINE OF WAINWRIGHT STREET (50' WIDE); THENCE N.08°56'00"E. 47.33 FEET; THENCE 43.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 31.00 FEET, A DELTA OF 81°11'41" AND A CHORD BEARING N.49°31'50"E. 40.35 FEET; THENCE N.89°55'45"E. 22.11 FEET; THENCE 53.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 31.00 FEET, A DELTA OF 98°48'19" AND A CHORD BEARING S.40°28'10"E. 47.08 FEET; THENCE S.08°56'00"W. 47.33 FEET; THENCE 43.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 31.00 FEET, A DELTA OF 81°11'41" AND A CHORD BEARING S.49°31'50"W. 40.35 FEET; THENCE S.89°55'45"W. 22.11 FEET; THENCE 53.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 31.00 FEET, A DELTA OF 98°48'19" AND A CHORD BEARING N.40°28'10"W. 47.08 FEET TO THE POINT OF BEGINNING.

CONTAINING: 8,358 SQUARE FEET OR 0.192 ACRES

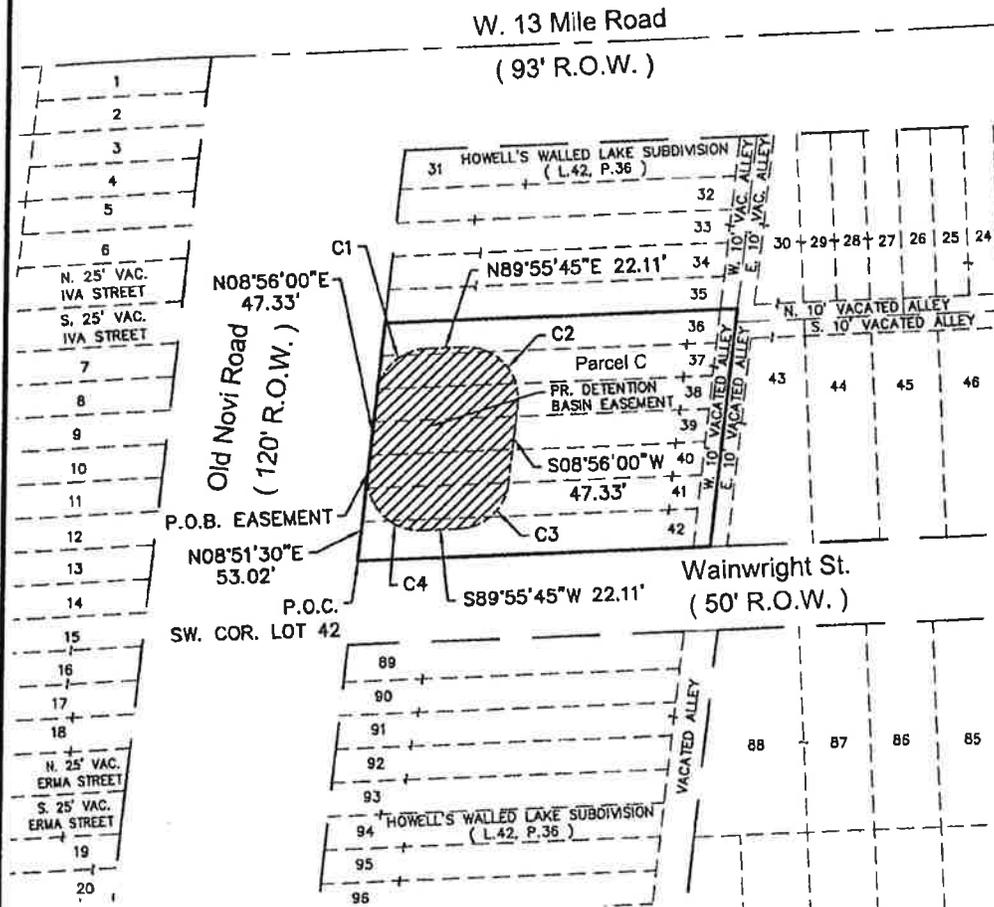
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DATE	DRAWN	JOB NO.	SHEET
6-10-2019	M.C.	J955	5 of 6



EXHIBIT D

DETENTION/SEDIMENTATION BASIN EASEMENT AREA



CURVE TABLE					
ARC	DELTA	RADIUS	LENGTH	CHD.BRG.	CHORD
C1	81°11'41"	31.00'	43.93'	N49°31'50"E	40.35'
C2	98°48'19"	31.00'	53.46'	S40°28'10"E	47.08'
C3	81°11'41"	31.00'	43.93'	S49°31'50"W	40.35'
C4	98°48'19"	31.00'	53.46'	N40°28'10"W	47.08'

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August 6, 2020

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

Re: Lakeview - Acceptance Documents Review
Novi # JSP18-0016
SDA Job No. NV19-215
EXHIBITS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on July 2, 2020 against the Final Site Plan (Stamping Set) approved on September 6, 2019. We offer the following comments:

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 black ink as the County will reject them otherwise.

1. On-Site Water System Easement – (executed 6/30/20: exhibits dated 6/10/19) Exhibits Approved.
2. Erma Street Easement Vacation – (unexecuted: exhibits date 7/15/19) Exhibits Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement – (executed 6/26/20: exhibits dated 6/10/19) Exhibits Approved.
4. Bills of Sale: Water Supply System – SUPPLIED – APPROVED
5. Bill of Sale: Sanitary Sewer System – SUPPLIED - APPROVED
6. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – APPROVED
7. 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 May 20, 2019 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



Mike Freckelton, EIT
Engineer

Cc (via Email): Victor Boron, City of Novi
 Taylor Reynolds, 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, Rosati, Schultz, Joppich, Amtsbuechler
 Angie Sosnowski, City of Novi