



CITY of NOVI CITY COUNCIL

Agenda Item F
January 8, 2018

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from American Interiors-Detroit, LLC for the American Interiors project located north of West Road, east of Hudson Drive (parcel 50-22-04-378-035).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer for American Interiors, American Interiors-Detroit, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the storm water management system associated with the project.

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance of the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular case, the property owner owns and agrees to maintain a storm water oil/gas separator and is also providing the City with the appropriate ingress/egress easement. The owner is also responsible for maintaining the pipes, storm sewer structures and open channels leading to the off-site storm water management system.

The enclosed agreement has been favorably reviewed by the City Engineering consultant (Spalding DeDecker, December 4, 2017) and the City Attorney (Beth Saarela, October 31, 2017) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from American Interiors-Detroit, LLC for the American Interiors project located north of West Road, east of Hudson Drive (parcel 50-22-04-378-035).

American Interiors

Location Map



American Interiors Site

DeSoto Ct

DeSoto Ct

Hudson Dr

Hudson Dr

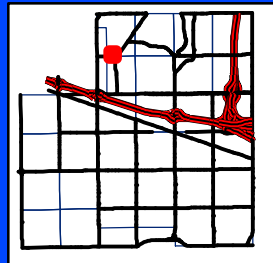
West Rd

Map Author: Theresa Bridges
Date: December 14, 2017
Project:
Version #:

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.



City of Novi

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

0 25 50 100 150
Feet

1 inch = 125 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.jrslaw.com

December 6, 2017

George D. Melistas, Engineering Senior Manager
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: American Interiors JSP 16-05
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the American Interiors Property. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. Subject to review and approval of the attached Exhibits, 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.

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Elizabeth K. Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures to follow upon receipt)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)

George Melistas, Engineering Senior Manager

December 6, 2017

Page 2

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Theresa Bridges, Construction Engineer (w/Enclosures)

Darcy Rechten, Plan Review Engineer (w/Enclosures)

Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)

Robert Emerine, Sieber Keast (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

This Storm Drainage Facility Maintenance Easement Agreement (the "Agreement") is made this 20 day of November, 2017, by and between American Interiors-Detroit, LLC, an Ohio limited liability company, whose address is c/o 302 South Byrne Road, Building 100, Toledo, Ohio 43615 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "City").

RECITATIONS:

- A. The 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"). The Owner has received final site plan approval for construction of an office and warehouse development on the Property.
- B. The office and warehouse development, shall contain certain oil and gas separator system facilities (the "Facilities") 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 the Facilities to ensure that the Facilities continue to function as when constructed. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for the Facilities to ensure that the physical condition and intended function of the Facilities shall be reasonably 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 reasonably preserve and/or maintain the 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 access easement 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 Facilities 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 authorized under applicable law, 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, losses, damages, or demands, including court costs and attorney's 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 Facilities which are the subject of this Agreement.

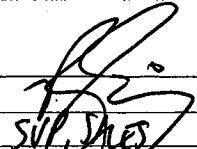
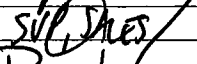
The parties hereto make this Agreement on behalf of themselves, their successors, assigns, and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the Property as described in the terms and conditions of this Agreement.

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 the Owner, its agents, successors, assigns, and transferees.

In Witness Whereof, the Owner has executed this Agreement as of the day and year first above set forth.

OWNER
American Interiors-Detroit, LLC

By: 
Its: 
Rick Essig

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 20 day of November, 2017, by Rich Esrig, as the authorized representative of American Interiors-Detroit, LLC.

Arnold Cardotto
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 07-27-2022

CITY OF NOVI
A Municipal Corporation

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this 20 day of November 2017, by, Rich Esrig, on behalf of the City of Novi, a Municipal Corporation.

Arnold Cardotto
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 07-27-2022

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

"AMERICAN INTERIORS"

LEGAL DESCRIPTION
SUBJECT PROPERTY

A PARCEL OF LAND LOCATED IN A PART OF THE SOUTHWEST 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4; THENCE NORTH 89°10'47" WEST, 50.01 FEET (RECORDED), ALONG THE SOUTH LINE OF SAID SECTION 4; THENCE NORTH 00°14'38" EAST, 60.00 FEET (RECORDED); THENCE NORTH 89°10'47" WEST, 271.19 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°10'47" WEST, 370.43 FEET (RECORDED); THENCE NORTH 00°49'14" EAST, 63.00 FEET (RECORDED); THENCE NORTH 06°18'46" WEST, 104.69 FEET (RECORDED); THENCE NORTH 00°49'14" EAST, 94.49 FEET (RECORDED); THENCE SOUTH 89°10'46" EAST, 410.84 FEET (RECORDED); THENCE SOUTH 32°58'53" WEST, 15.40 FEET (RECORDED); THENCE SOUTH 21°16'57" WEST, 51.33 FEET (RECORDED); THENCE SOUTH 01°11'00" WEST, 200.24 FEET (RECORDED), TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 2.287 ACRES. ALL OF THE ABOVE SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD. ALL OF THE ABOVE SUBJECT TO THE RIGHTS OF THE PUBLIC ON WEST ROAD AND HUDSON DRIVE.

CURRENT PARCEL NO.: 22-04-378-035 (UNIT 34)
PREVIOUS PARCEL NO.: 22-04-378-002 (UNIT 2) AND 22-04-378-003 (UNIT 3), AS RECORDED AND AMENDED AS FOLLOWS:

UNIT 2 AND 3, OF BECK NORTH CORPORATE PARK-NOVI, A (SITE) CONDOMINIUM PROJECT, ACCORDING TO REPLAT NO. 6 OF CONSOLIDATING MASTER DEED, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1264, AS RECORDED IN LIBER 29298 OF PLATS, PAGE 637 THROUGH 669, INCLUSIVE, AS AMENDED, OAKLAND COUNTY RECORDS.

NOTE: RECORDING INFORMATION FOR THE SIXTH AMENDMENT TO CONSOLIDATING MASTER DEED (SEE ATTACHED) AS LIBER 50099 PAGE 58 THRU 68

Exhibit B
AMERICAN INTERIORS

<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>
Pre-Treatment Structures	After each storm that meets or exceeds a 10-year storm event, check pre-treatment structures and adjacent storm sewer pipes for accumulated sediment and debris.	Remove sediment and debris from pre-treatment structures and adjacent storm sewer pipes.	\$100	\$103	\$106

Total:
 \$100 \$103 \$106

EXHIBIT C

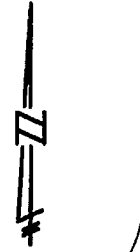
"AMERICAN INTERIORS"

LEGAL DESCRIPTION ACCESS EASEMENT

An Access Easement, located in the Southwest 1/4 of Section 4, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southwest Corner of Unit 5, of Beck North Corporate Park – Novi, Oakland County Condominium Subdivision Plan Number 1264, as recorded in Liber 29298 of Plats, Pages 637 through 669, Inclusive, as Amended, Oakland County Records; thence South 00°49'14" West, 35.30 feet, along the Easterly right-of-way line of Hudson Drive, (60 foot wide), for a POINT OF BEGINNING; thence South 89°19'08" East, 324.03 feet; thence South 00°41'42" West, 119.50 feet; thence South 89°18'18" East, 15.00 feet; thence South 00°41'42" West, 10.00 feet; thence North 89°18'18" West, 25.00 feet; thence North 00°41'42" East, 119.50 feet; thence North 89°19'08" West, 314.05 feet, to a point on the Easterly right-of-way line of said Hudson Drive; thence North 00°49'14" East, 10.00 feet, along the Easterly right-of-way line of said Hudson Drive, to the Point of Beginning. All of the above containing 0.105 Acres.

EXHIBIT C

DeSOTO COURT



HUDSON DRIVE
 (60' Right-of-Way)

BECK NORTH CORPORATE PARK,
 O.C.C.P. No.: 1264
 AS REC. L.29298, P.637 THRU 669, O.C.R.

PARCEL #:
 50-22-04-378-004
 UNIT 5

PARCEL #:
 50-22-04-378-005
 UNIT 6

S89°10'46"E
 410.84' (R&C)

S32°58'53"W
 15.40' (R&C)

N00°49'14"E
 94.49' (R&C)

(C&R)
 104.01
 N00°49'14"E
 63.00' (R&C)

PARCEL #:
 50-22-04-378-035

UNIT 2

UNIT 34

UNIT 3

S21°16'57"W
 51.33' (R&C)

S01°11'00"W
 200.24' (R&C)

PARCEL #:
 50-22-04-378-001

N89°10'47"W
 271.19'

N89°10'47"W
 370.43' (R&C)

P.O.B.

N00°14'38"E
 60.00'

WEST ROAD

(Right-of-Way Various)

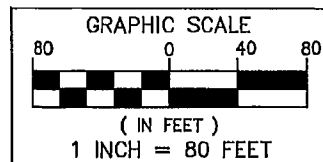
SOUTHLINE OF SECTION 4 AND
 CENTERLINE OF WEST ROAD

N89°10'47"W
 50.01'

SOUTH 1/4 COR.
 SEC. 4
 T.1N, R.8E.

P:\16-024 American Interiors\16-024ESMT-STANDARD.dwg

ACCESS EASEMENT
 (0.105 ACRES)



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

CONSULTING ENGINEERS

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

AMERICAN INTERIORS

SECTION 04, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 80'
DATE:	12-28-16
JOB NO.:	16-024
DWG FILE:	16-024ESMT-AC
DRAWN BY:	DR
CHECK:	BE
SHEET:	1 OF 3

EXHIBIT C

BECK NORTH CORPORATE PARK,
 O.C.C.P. No.: 1264
 AS REC. L.29298, P.637 THRU 669, O.C.R.
 PARCEL#: 50-22-04-378-004

UNIT 5

SOUTHWEST CORNER
 UNIT 5
 "BECK NORTH CORPORATE PARK"

S89°10'46"E 204.63' (R&C)

S00°49'14"W
 35.30'

P.O.B.

N00°49'14"E
 10.00'

N00°49'14"E
 94.49' (R&C)

10'

S89°19'08"E 324.03'

N89°19'08"W 314.05'

ACCESS EASEMENT
 (0.105 AC)

PARCEL#: 50-22-04-378-035

UNIT 34

UNIT 2

HUDSON DRIVE
 (60' Right-of-Way)

(OR R)
 N06°18'44"W
 104.69'

N00°49'14"E 63.00'
 (R&C)

S89°10'47"E
 191.63' (R&C)

WEST ROAD

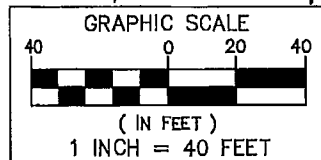
(Right-of-Way Various)

SOUTHLINE OF SECTION 4 AND
 CENTERLINE OF WEST ROAD

SOUTH 1/4 COR.
 SEC. 4
 T.1N, R.8E.

MATCHLINE -- SEE SHEET 3

ACCESS EASEMENT
 (0.105 ACRES)



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

CONSULTING ENGINEERS

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

AMERICAN INTERIORS

SECTION 04, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 40'
 DATE: 12-28-10
 JOB NO.: 16-024
 DWG FILE: 16-024ESMT-AC
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 CHECK: BE
 SHEET: 2 OF 3

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EXHIBIT C

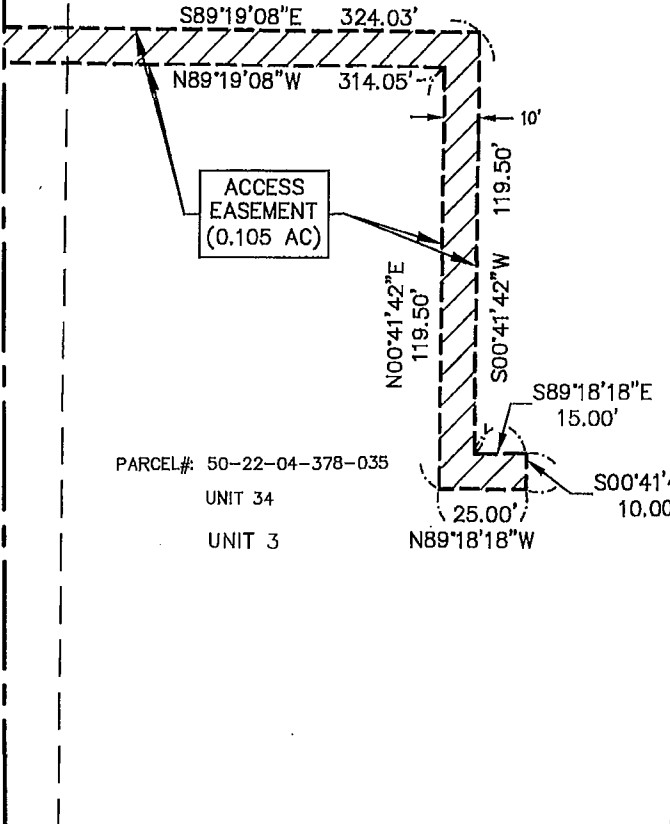
BECK NORTH CORPORATE PARK,
O.C.C.P. No.: 1264
AS REC. L.29298, P.637 THRU 669, O.C.R.

PARCEL#: 50-22-04-378-005
UNIT 6

S89°10'46"E
206.21' (R&C)

N32°58'53"E
15.40' (R&C)

MATCHLINE - SEE SHEET 2



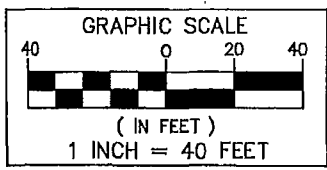
PARCEL#: 50-22-04-378-035
UNIT 34
UNIT 3

PARCEL#: 50-22-04-378-001

WEST ROAD

(Right-of-Way Various) SOUTH 1/4 COR.
SEC. 4
T.1N, R.8E.
SOUTHLINE OF SECTION 4 AND
CENTERLINE OF WEST ROAD

ACCESS EASEMENT
(0.105 ACRES)



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

CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48187
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

AMERICAN INTERIORS

SECTION 04, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 40'
DATE:	12-28-10
JOB NO.:	18-024
DWG FILE:	18-024ESMT-AC
DRAWN BY:	DR
CHECK:	BE
SHEET:	3 OF 3

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December 4, 2017

Robert Emerine
Seiber-Keast Engineering, LLC
100 Main Centre, Suite 10
Northville, Michigan 48167

Re: American Interiors - Acceptance Documents Review
Novi # JSP16-0055
SDA Job No. NV17-206
FINAL DOCUMENTS REQUIRED

Dear Mr. Emerine:

We have reviewed the Acceptance Document Package received by our office on November 28, 2017 against the Final Site Plan (Stamping Set) approved on February 27, 2017 and against our field records for as built purposes. We offer the following comments:

Final Acceptance Documents:

1. On-Site Water System Easement – (Executed 11-20-2017) – Exhibits Approved.
2. Off-Site Storm Drainage Facility / Maintenance Easement Agreement – (Executed 11-20-2017) – Exhibits Approved.
3. Bill of Sale: Water Supply System – (Executed 11-20-2017) – Exhibits Approved.
4. **Full Unconditional Waivers of Lien signed by Contractors who installed public utilities – NOT SUPPLIED – REQUIRED.**
5. **Sworn Statement signed by Developer - NOT SUPPLIED - REQUIRED**

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 January 4, 2017 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

A handwritten signature in blue ink that reads "Taylor E. Reynolds".

Taylor E. Reynolds, PE
Senior Project Engineer

Cc (via Email): Theresa Bridges, City Construction Engineer
Cortney Hanson, City Clerk
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
George Melistas, City Engineering Senior Manager
Angie Pawlowski, City Community Development Bond Coordinator
Darcy Rehtien, City Construction Engineer
Beth Saarela, Johnson Rosati, Schultz, Joppich PC