



CITY OF NOVI CITY COUNCIL
FEBRUARY 24, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Extra Space Self-Storage located on the east side of Novi Road between 8 and 9 Mile Road (parcel 50-22-35-101-016).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This agreement 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.

BACKGROUND INFORMATION:

Extra Space Self-Storage is a 100,200 square-foot, 3-story combined building located on the east side of Novi Road between 8 and 9 Mile Road. The developer of Extra Space Self-Storage requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project. The Storm Drainage Facility Maintenance Easement Agreement (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 on-site storm water maintenance system has been inspected by Spalding DeDecker. Attached is the inspection approval letter dated December 13, 2024. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, December 6, 2024) and the City Engineering consultant (Spalding DeDecker, November 25, 2024), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Extra Space Self-Storage located on the east side of Novi Road between 8 and 9 Mile Road (parcel 50-22-35-101-016).

Extra Space Self-Storage SDFMEA

Location Map



Parcel 50-22-35-101-016

Map Author: Ben Nelson
 Date: 1/31/2025
 Project: Extra Space Self Storage
 Version: 1.0

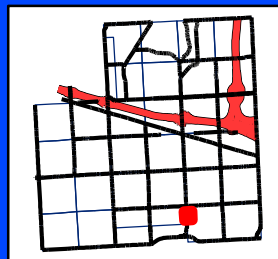
Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

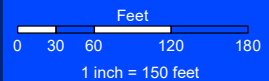
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 432 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Legend

- Major Roads
- Minor Roads
- ▣ Project location



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

December 6, 2024

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

RE: **Extra Space Self- Storage JSP 22-48**
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Extra Space Self- Storage development. 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 is 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. We will forward the original to the City Clerk's office upon receipt.

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 typed name below.

Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer
City of Novi
December 6, 2024
Page 2

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, Planner
Lindsay Bell, Planner
Diana Shanahan, Planner
Dan Commer, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Alyssa Craigie, Administrative Assistant
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Ben Nelson, Project Engineer
Milad Alesmail, Project Engineer
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Gordon Kolb, Extra Space Self Storage gkolb@ghkinc.com
Philip deV. Claverie, Jr., Esquire
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 7th day of November, 2024 by and between NOVI DEVELOPMENT COMPANY, LLC, a Louisiana limited liability company, whose address is 3920 Magazine Street, New Orleans, Louisiana 70115 (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").

R E C I T A T I O N S:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 35, Township 1 North, Range 8 East 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 climatized self-storage development on the Property.
- B. The climatized self-storage 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 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 (but not less than thirty (30) days), 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, over those

paved portions and walkways located on the Property necessary to access the water detention and storm water management systems, 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 Pond 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.

[Signatures on the following page.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above set forth.

NOVI DEVELOPMENT COMPANY, LLC,
a Louisiana limited liability company

[Signature]
By: Gordo H. Kolb, Jr.
Its: Authorized Manager

STATE OF LOUISIANA)
) ss.
PARISH OF ORLEANS)

On this 7th day of November, 2024 before me, personally appeared the above named Gordon H. Kolb, Jr., the Authorized Manager of Novi Development Company, LLC to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.



Melissa Schindler
Notary Public
Acting in Orleans Parish, Louisiana
My Commission Expires: Upon death

CITY OF NOVI, a Michigan municipal corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this ___ day of November, 2024 before me, personally appeared the above named _____, the _____ of the City of Novi, a Michigan municipal corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

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

Drafted by:
Philip deV Claverie, Jr.
Phelps Dunbar LLP
365 Canal Street, Suite 2000
New Orleans, LA 70130

And when recorded return to:
Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

EXHIBIT A

Land in the City of Novi, Oakland County, MI, described as follows:

A parcel of land situated in the Northwest 1/4 of Section 35, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as follows: Commencing at the Northwest corner of said Section 35, thence South 0 degrees 15 minutes 00 seconds West, (along the West line of said Section 35, the apparent centerline of Novi Road), 1319.85 feet to a point, thence North 89 degrees 27 minutes 02 seconds East (to the East right-of-way line of Novi Road), 60.00 feet to the point of beginning; thence continuing North 89 degrees 27 minutes 02 seconds East 673.00 feet to a point, thence South 0 degrees 15 minutes 00 seconds West, 84.19 feet to a point; thence South 31 degrees 07 minutes 50 seconds West, 253.57 feet to a point; thence South 89 degrees 27 minutes 02 seconds West, 542.85 feet to a point; thence North 0 degrees 15 minutes 00 seconds East, 300.00 feet to the point of beginning.

Exhibit B

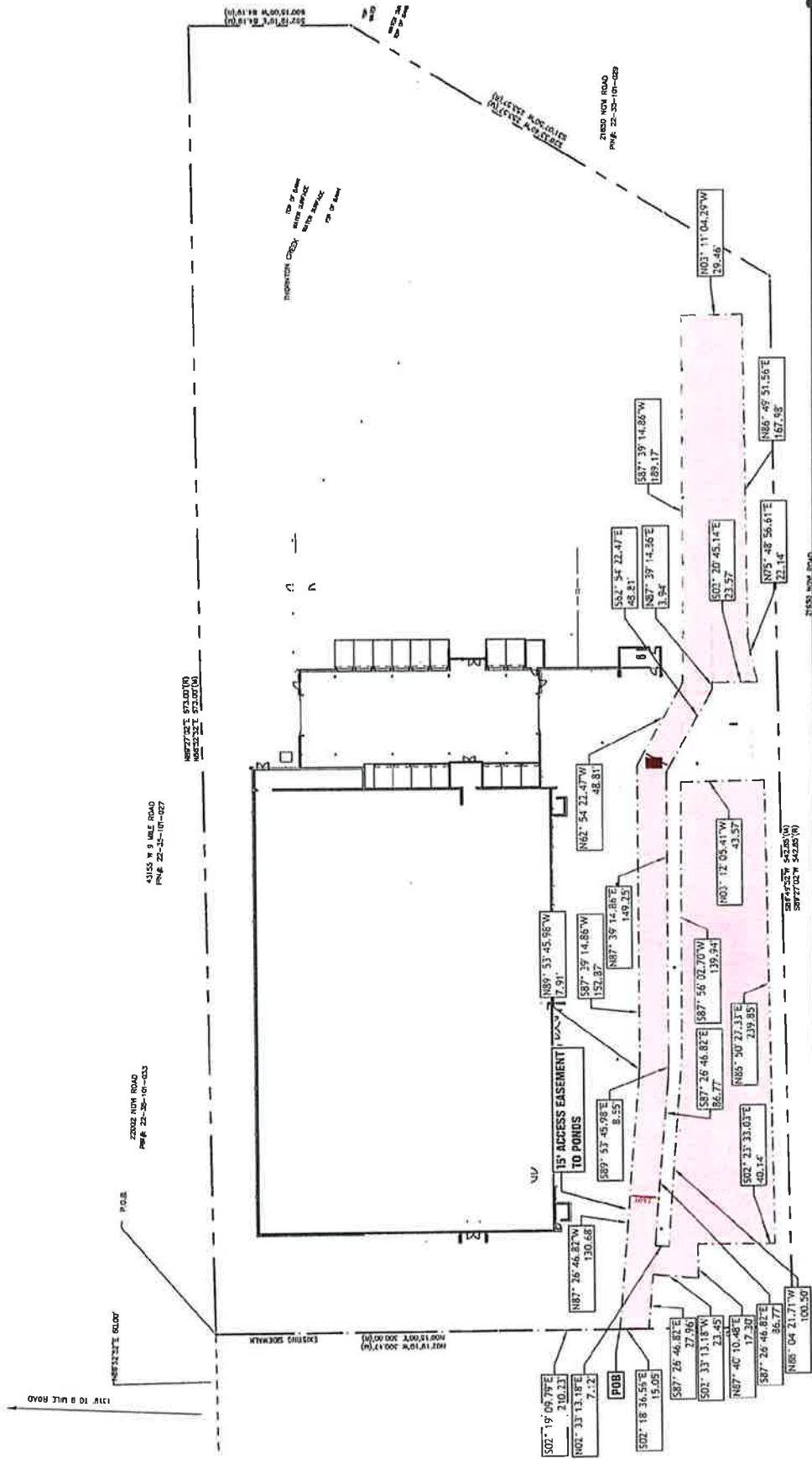
Storm Drainage Facility Maintenance Easement Agreement

Storm Water Facility	Maintenance Action	Corrective Action	Annual Estimated Cost for Maintenance & Repairs		
			1 st Year	2 nd Year	3 rd Year
Storm Sewer	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 Basins	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 Basins	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
Water Quality Unit	During the first year of operation, the unit should be inspected every six months to determine the rate of sediment and floatables accumulation. After the first year, monitor WQ unit yearly. If sediment depths are greater than 75% of maximum clean-out depths (per downstream defender maintenance manual), sediment removal is required.	Refer to Hydro International Downstream Defender Operation and Maintenance Manual. Remove sediment with sump-vac and floatables/loose debris with skimmer.	\$300	\$309	\$318
Total:			\$1,050	\$1,082	\$1,114

EXHIBIT C

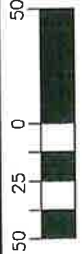
Being part of the Northwest $\frac{1}{4}$ of Section 35, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, commencing at the Northwest corner of Section 35, thence $S00^{\circ}15'00''$ West (along the West line of said Section 35, the apparent centerline of Novi Road), 1319.85 feet to a point; thence $N89^{\circ}27'02''$ East (to the East right-of-way line of Novi Road) a distance of 60.00 feet; thence $S02^{\circ}19'09.79''$ East a distance of 210.23 feet to the Point of Beginning.

Thence $S02^{\circ}18'36.56''$ East a distance of 15.05 feet;
thence $S87^{\circ}26'46.82''$ East a distance of 27.96 feet;
thence $S02^{\circ}33'13.18''$ West a distance of 23.45 feet;
thence $N87^{\circ}40'10.48''$ East a distance of 17.30 feet;
thence $S02^{\circ}23'33.03''$ East a distance of 40.14 feet;
thence $N86^{\circ}50'27.33''$ East a distance of 239.85 feet;
thence $N03^{\circ}12'05.41''$ West a distance of 43.57 feet;
thence $S87^{\circ}56'02.70''$ West a distance of 139.94 feet;
thence $N88^{\circ}04'21.71''$ West a distance of 100.50 feet;
thence $N02^{\circ}33'13.18''$ East a distance of 7.12 feet;
thence $S87^{\circ}26'46.82''$ East a distance of 86.77 feet;
thence $S89^{\circ}53'45.98''$ East a distance of 8.55 feet;
thence $N87^{\circ}39'14.86''$ East a distance of 149.25 feet;
thence $S62^{\circ}54'22.47''$ East a distance of 48.81 feet;
thence $N87^{\circ}39'14.86''$ East a distance of 3.94 feet;
thence $S02^{\circ}20'45.14''$ East a distance of 23.57 feet;
thence $N75^{\circ}48'56.61''$ East a distance of 22.14 feet;
thence $N86^{\circ}49'51.56''$ East a distance of 167.98 feet;
thence $N03^{\circ}11'04.29''$ West a distance of 29.46 feet;
thence $S87^{\circ}39'14.86''$ West a distance of 189.17 feet;
thence $N62^{\circ}54'22.47''$ West a distance of 48.81 feet;
thence $S87^{\circ}39'14.86''$ West a distance of 152.87 feet;
thence $N89^{\circ}53'45.98''$ West a distance of 7.91 feet;
thence $N87^{\circ}26'46.82''$ West a distance of 130.68 feet back to the Point of Beginning.



STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT
EXHIBIT

SELF STORAGE NOVI MI



scale: 1" = 50'



Bluewater Civil Design, PLLC
718 Lowmides Hill Road
Greenville, SC 29607
www.bluewatercivil.com
info@bluewatercivil.com

Date: 10/21/24



CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Storm Drainage Maintenance Easement, dated November 7, 2024, attached hereto and incorporated as Exhibit A, whereby Novi Development Company, LLC grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 15th day of November, 2024

FIRST HORIZON BANK,
a Tennessee state banking corporation

By: *Tim W. Finn*
(Print Name: Tim W. Finn)
Its: Vice President

STATE OF Louisiana)
) ss.
PARISH/COUNTY OF Orleans)

The foregoing Consent to Easement was acknowledged before me this 15th day of November, 2024 by Tim W. Finn, the Vice President of First Horizon Bank, a Tennessee state banking corporation.

G. Wogan Bernard
Notary Public
My commission expires: _____

G. WOGAN BERNARD
NOTARY PUBLIC
Bar No. 30394-ID No. 84269
State of Louisiana
Commission Expires at Death

November 25, 2024

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Extra Space Self Storage - Acceptance Documents Review #8
Novi # JSP22-0048
SDA Job No. NV23-214
FINAL DOCUMENTS – REVISIONS REQUIRED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on November 20, 2024 against the Final Site Plan (Stamping Set) approved on September 27, 2023. We offer the following comments:

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

1. On-Site Water System Easement

(unexecuted: exhibit dated 10/21/24)

Revisions Required:

The first described water line easement on the north side of the building does not close by 1.3 ft. The third described bearing after the point of beginning currently reads S 33deg38min28.37sec **E** for 20 feet, but should read S 33deg38min28.37sec **W** for 20 feet, as seen on the sketch. This recommendation would fix the closure gap issue.

2. Storm Drainage Facility / Maintenance Easement Agreement

(unexecuted: exhibit dated 10/21/24)

Exhibit A Approved

Exhibit B Approved

Exhibit C/D Approved

3. Emergency Access Easement

(unexecuted: exhibit dated 11/20/24)

Approved

4. Sanitary Sewer Manhole Access Easement

(unexecuted: exhibit dated 10/21/24)

Approved

5. Bills of Sale: Water Supply System

Revisions Required – dated 10/21/2024

See note from item 1 (one), On-Site Water System Easement.

6. Full Unconditional Waivers of Lien from contractors installing public utilities

RECEIVED – dated 11/04/2024

7. Sworn Statement signed by Developer

EXECUTED 11/06/2024

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.

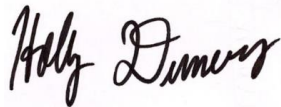
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated July 11, 2023 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



Holly Demers
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ben Croy, City of Novi
Cortney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Alyssa Craigie, City of Novi
Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Heather Zeigler, City of Novi
Ben Nelson, City of Novi
Milad Alesmail, City of Novi

December 13, 2024

Mrs. Humna Anjum
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Extra Space Self Storage
Storm Water Detention System Inspection**
Novi SP No.: JSP22-0048
SDA Job No.: NV23-214

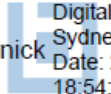
Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including the storm sewer piping, detention basins, and outlet control structures for the above-mentioned project. As a result of this review, we have determined the storm water detention 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

 Digitally signed by
Sydney Waynick
Date: 2024.12.13
18:54:33-05'00'

Sydney Waynick
Construction Engineer

cc: Sarah Marchioni, City of Novi – Building Project Coordinator
Angela Sosnowski, City of Novi – Bond Coordinator
Scott Roselle, City of Novi – Water and Sewer Asset Manager
Wyatt Bannister, WIMCO Corp. – Superintendent