

CITY OF NOVI CITY COUNCIL NOVEMBER 23, 2020

SUBJECT:

Approval of a Storm Drainage Facility Maintenance Easement Agreement from LeMarbe Holdings, LLC for Hadley's Towing, located on the south side of Grand River Avenue between Wixom Road and Beck Road (parcel 50-22-17-101-006).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: The developer of Hadley's Towing, LeMarbe Holdings, LLC, 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, onsite storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, September 30, 2020) and the City Engineering consultant (Spalding DeDecker, September 9, 2020), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from LeMarbe Holdings, LLC for Hadley's Towing, located on the south side of Grand River Avenue between Wixom Road and Beck Road (parcel 50-22-17-101-006).



Project: Hadley's Towing SDFMEA Version: 1.0

Amended By: Date: Department:

MAP INTERPRETATION NOTICE

Legend





City of Novi

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

1 inch = 375 feet



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



September 30, 2020

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

Re: Hadley's Towing JSP 20-0023

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 Hadley's Towing 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. Community Development has the original document.

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

Jeffrey Herczeg, Director of Public Works City of Novi September 30, 2020 Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)

Charles Boulard, Community Development Director (w/Enclosure)

Barb McBeth, City Planner (w/Enclosure)

Lindsay Bell, Planner (w/Enclosure)

Christian Carroll, Planner (w/Enclosure)

Madeleine Kopko, Planning Assistant (w/Enclosure)

Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)

Kate Richardson, Plan Review Engineer (w/Enclosure)

Ben Croy, City Engineer (w/Enclosure)

Victor Boron, Civil Engineer (w/Enclosure)

Rebecca Runkel, Staff Engineer (w/Enclosure)

Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)

Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)

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

Kipp LeMarbe, LeMarbe Holdings (w/Enclosure)

Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 28th day of August, 2020, by LeMarbe Holdings, LLC a Michigan Limited Liability Company, whose address is c/o Hadley's Towing 24826 Hathaway Street, Farmington Hills, Michigan 48336 (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 17 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 P.R.O. Hadley's Towing development on the Property.
- B. The P.R.O. Hadley's Towing 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.

LeMarbe Holdings, LLC, a Michigan Limited Liability Company KippLeMarbe STATE OF MICHIGAN) ss. **COUNTY OF OAKLAND** The foregoing instrument was acknowledged before me this $\frac{\partial 8^{+}}{\partial y}$ of August, 2020 by Kipp Le Marbe, as the Managina Member of Lemarbe, Holdings JULIE LYNN KARNES Notary Public, State of Michigan Notary Public County of Oakland Acting in Oakland County, Michigan My Commission Expires 07-03-2025 Acting in the County of Oaklary My Commission Expires: 71312025 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 _____ 202___, by,__________, on behalf of the City of Novi, a Municipal Corporation. **Notary Public** Acting in Oakland County, Michigan My Commission Expires:_____ Drafted by: And when recorded return to: Elizabeth Kudla Saarela Cortney Hanson, City Clerk Johnson, Rosati, Schultz & Joppich, P.C. City of Novi 27555 Executive Drive, Suite 250 45175 Ten Mile Rd Farmington Hills, MI 48331 Novi, MI 48375

OWNER

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Storm Drain Facility Maintenance Easement, dated \$1.38, 2030 attached hereto and incorporated as Exhibit A, whereby water for a Bank NA 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.

assigns of the undersigned.	
day of <u>September</u> , 20 <u>20</u>	as caused its signature to be placed on the <u>3</u>
	By: Lits: Vice president
STATE OF MICHIGAN) ss.	nebecca Neuman
COUNTY OF OAKLAND)	
The foregoing Consent to Easement was a <u>Septenber</u> , 20 <u>20</u> , by <u>Rebecca Northerford Bank, NA</u> , a Michigan County of Macomb	eunan , the vice President
My Commission Expires April 25, 2921 Acting in the County of Oakland	Acting inCounty, MI My commission expires:
THIS INSTRUMENT DRAFTED BY:	
Elizabeth K. Saarela 34405 W. Twelve Mile Road, Suite 200 Farmington Hills, MI 48331-5627	
AND WHEN RECORDED RETURN TO:	
Cortney Hanson, Clerk City of Novi 45175 W. Ten Mile Rd. Novi, MI 48375	

EXHIBIT A GRAND RIVER AVENUE (100 FEET WIDE) S74°04'22"E 63,49 SOUTH LINE OF GRAND PARCEL NO. 22-17-101-007 PARCEL NO. 22-17-101-005 PARCEL NO. 22-17-101-003 N87°15'28"E 381.90" N03°09'40"W 2300.05' PARCEL NO. 22-17-101-014 S02°43'11"E 1695.55' PARCEL NO. 22-17-101-006 17.78 ACRES PARCEL NO. 22-17-101-032 PARCEL NO. 22-17-101-012 CENTER SECTION 17 T.1N., R.8E. N86°38'57"E 916.92' EAST-WEST 1/4 LINE OF SECTION 17 WEST 1/4 \\ \[\sqrt{1324.26'} \\ \text{N86°38'57"E} \] S86°38'57"W 428.83' PARCEL NO. 22-17-300-013 P.O.B.,— PARCEL 22-17-101-006 SECTION 17 T.1N., R.8E. LEGAL DESCRIPTION - PARCEL NO. 22-17-101-006 PART OF THE NORTHWEST 1/4 OF SECTION 17, T.IN., R.BE., CITY OF NOW, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17,

PART OF THE NORTHWEST 1/4 OF SECTION 17, T.1N., R.BE., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17, SAID POINT BEING N86°38'57"E, 1324.26 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE NO3°09'40"W, 2300.05 FEET TO THE SOUTH LINE OF GRAND RIVER AVENUE; THENCE S74°04'22"E ALONG SAID SOUTH LINE, 63.49 FEET; THENCE S03°09'40"E, 579.57 FEET; THENCE N87°15'28"E, 381.90 FEET; THENCE S02°43'11"E, 1695.55 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17; THENCE S86°38'57"W ALONG SAID EAST-WEST 1/4 LINE, 428.83 FEET TO THE POINT OF BEGINNING. CONTAINING 17.78 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



51147 W. Pontiac Trail Wixom, MI 48393 Phone: (248) 668-0700 Fax: (248) 668-0701

CLIENT:	DATE: 5-4-2018	
HADLEY'S TOWING	DRAWN BY: RMS CHECKED BY: PWK	
STORM DRAINAGE FACILITY		
MAINTENANCE EASEMENT AGREEMENT	0 100 200	
PARCEL NO. 22-17-101-006 SECTION: 17 TOWNSHIP:1 N. RANGE:8 E. CITY OF NOVI	гөк: 1 OF 4	
OAKLAND COUNTY MICHIGAN	SCALE HOR 1"= 200 FT. VER 1"= FT.	

EXHIBIT B SCHEDULE OF MAINTENANCE

EXHIBIT B

MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE STORM DRAINAGE MAINTENANCE EASMENT

MAINTENANCE PLAN BUDGET

TASKS	ANNUAL	COST PER	ANNUAL
IAJNJ	FREQUENCY	OCCURENCE	COST
ANNUAL INSPECTION FOR SEDIMENT ACCUMULATION	2	\$100.00	\$200.00
REMOVAL OF SEDIMENT ACCUMULATION IN PRE-TREATMENT STRUCTURE	1	\$500.00	\$500.00
INSPECT FOR FLOATABLES ANDDEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
REMOVAL OF FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$150.00	\$150,00
INSPECT SYSTEM FOR EROSION ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
TOTAL ANNUAL BUDGET			\$1,150.00

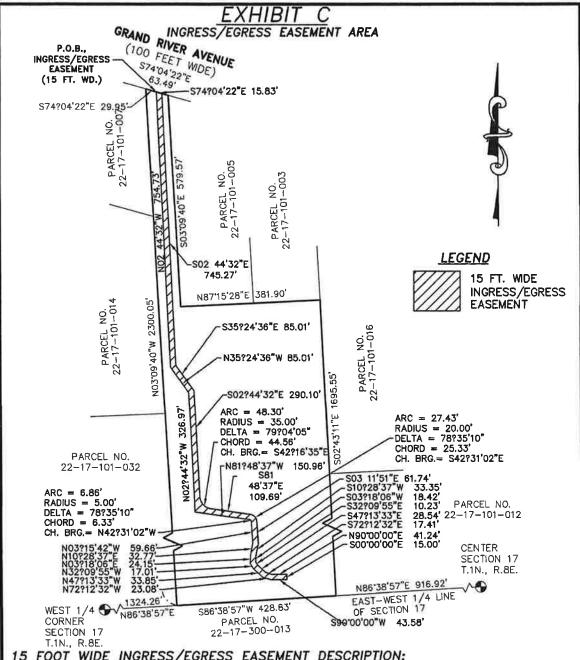
NOTE: COSTS ABOVE ARE ESTIMATED AND ARE TO BE USED FOR PLANNING AND BUDGETARY PURPOSES ONLY. ACTUAL COSTS WILL VARY.



51147 W. Pontiac Trail Wixom, MI 48393 Phone: (248) 668-0700 Fax: (248) 668-0701 CLIENT: HADLEY'S TOWING

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

PARCEL NO. 22-17-101-006
SECTION: 17 TOWNSHIP:1 N. RANGE:8 E.
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN



15 FOOT WIDE INGRESS/EGRESS EASEMENT DESCRIPTION:

A 15 FOOT WIDE INGRESS/EGRESS EASEMENT BEING PART OF THE NORTHWEST 1/4 OF SECTION 17, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17, ISLN., R.O.E., CHIT OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17, SAID POINT BEING NA6°38°57"E 1324.26 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE NO3'09'40"W 2300.05 FEET TO THE SOUTH LINE OF GRAND RIVER AVENUE; THENCE S74°04'22"E ALONG SAID SOUTH LINE, 29.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S74°04'22"E 15.83 FEET; THENCE S02°44'32"E 745.27 FEET; THENCE S35'24'36"E 85.01 FEET; THENCE S02'44'32"E 290.10 FEET; THENCE 48.30 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 79'04'05" AND A CHORD BEARING S42"16'35"E 44.56 FEET; THENCE S81'48'37"E 109.69 FEET; THENCE 27.43 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 78'35'10" AND A CHORD BEARING S42'31'02"E 25.33 FEET; THENCE S03'11'51"E 61.74 FEET; THENCE S10"28"37"W 33.35 FEET; THENCE S03"18'06"W 18.42 FEET; THENCE S32"09'55"E 10.23 FEET; THENCE \$47"13"33"E 28.54 FEET: THENCE \$72"12"32"E 17.41 FEET: THENCE N90"00"00"E 41.24 FEET: THENCE \$00"00"00"E 15.00 FEET; THENCE \$90'00'00"W 43.58 FEET; THENCE N72'12'32"W 23.08 FEET; THENCE N47'13'33"W 33.85 FEET; THENCE N32'09'55"W 17.01 FEET; THENCE N03'18'06"E 24.15 FEET; THENCE N10'28'37"E 32.77 FEET; THENCE N03'15'42"W 59.66 FEET; THENCE 6.86 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5.00 FEET, A DELTA ANGLE OF 78'35'10" AND A CHORD BEARING N42'31'02"W 6.33 FEET; THENCE N81'48'37"W 150.96 FEET; THENCE N02'44'32"W 326.97 FEET; THENCE N35'24'36"W 85.01 FEET; THENCE N02'44'32"W 754.73 FEET TO THE POINT OF BEGINNING.



51147 W. Pontiac Trail Wixom, MI 48393 Phone: (248) 668-0700 Fax: (248) 668-0701

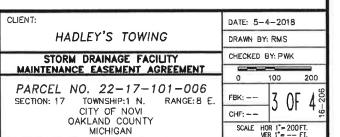
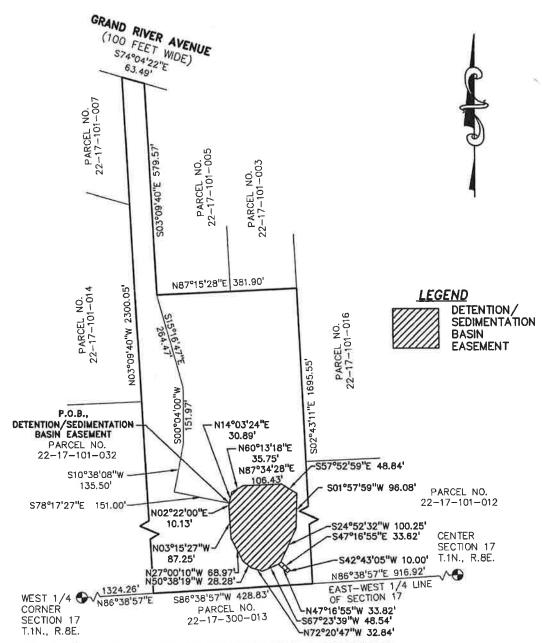


EXHIBIT D DETENTION/SEDIMENTATION BASIN EASEMENT AREA



DETENTION/SEDIMENTATION BASIN EASEMENT DESCRIPTION:

A VARIABLE WIDTH STORM SEWER EASEMENT BEING PART OF THE NORTHWEST 1/4 OF SECTION 17, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE N86°38'57'E, 1324.26 FEET; THENCE N03°09'40'W, 2300.05 FEET TO THE SOUTH LINE OF GRAND RIVER AVENUE; THENCE ST.40°04'22'E ALONG SAID SOUTH LINE, 63.49 FEET; THENCE SO3°09'40'E 579.57 FEET; THENCE S15°16'47'E 264.47 FEET; THENCE S00°04'00'W 151.97 FEET; THENCE S10°38'08'W 135.50 FEET; THENCE S78°17'27'E 151.00 FEET TO THE POINT OF BEGINNING; THENCE N14°03'24'E 30.89 FEET; THENCE N60°13'18"E 35.75 FEET; THENCE N87°34'28'E 106.43 FEET; THENCE S57°52'59'E 48.84 FEET; THENCE S01°57'59'W 96.08 FEET; THENCE S24°52'32'W 100.25 FEET; THENCE S47°16'55'E 33.62 FEET; THENCE S42°43'05'W 10.00 FEET; THENCE N47°16'55'W 33.82 FEET; THENCE S67°23'39'W 48.54 FEET; THENCE N72°20'47'W 32.84 FEET; THENCE N50°38'19'W 28.28 FEET; THENCE N27°00'10'W 68.97 FEET; THENCE N03°15'27'W 87.25 FEET; THENCE N02°22'00'E 10.13 FEET TO THE POINT OF BEGINNING.



51147 W. Pontlac Trail Wixom, Mi 48393 Phone: (248) 668-0700 Fax: (248) 668-0701 CLIENT: HADLEY'S TOWING

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

PARCEL NO. 22-17-101-006
SECTION: 17 TOWNSHIP:1 N. RANGE:8 E.
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

1	DATE: 5-4	-2	018		
ı	DRAWN BY: RMS				
	CHECKED BY: PWK				
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	CHF:	T	VI	<u>1</u>	
	SCALE HOR 1"= 200 FT. VER 1"= FT.				

Engineering & Surveying Excellence since 1954

September 9, 2020

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

Re: Hadley's Towing - Acceptance Documents Review

Novi # JSP16-0033 SDA Job No. NV17-225

FINAL DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on September 8, 2020 against the Final Site Plan (Stamping Set) approved on May 31, 2018 and our field records. We offer the following comments:

Final Acceptance Documents

The easement descriptions have been reviewed against the as-built plans. 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.

- Storm Drainage Facility / Maintenance Easement Agreement Executed August 28, 2020 Exhibits A, B, C, & D Approved
- 2. Storm Sewer Easement
 Unexecuted, exhibit dated 4/26/18
 Exhibits Approved
- Cross Access Easement (Previously submitted)
 Executed 4/4/18: exhibit dated 1/15/18
 Exhibits Approved
- 4. Ingress/Egress Easement (Previously submitted) Executed 4/16/18: exhibit dated 4/10/18 Exhibits Approved
- 5. Sidewalk Easement Executed August 28, 2020 Exhibits Approved



Engineering & Surveying Excellence since 1954

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 April 12, 2018 contains all documentation requirements necessary prior to construction and occupancy of the facility.

Note all revisions and submittals to address the comments in the review should be submitted directly to the City of Novi Community Development Department.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER

Taylor E. Reynolds, PE **Project Coordinator**

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, Rosati, Schultz, Joppich, Amtsbuechler

Angie Sosnowski, City of Novi