



# CITY of NOVI CITY COUNCIL

**Agenda Item N**  
**March 10, 2014**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Cabot 12 Corner, LLC for the Starbucks development located at the northwest corner of 12 Mile Road and Cabot Drive (parcel 22-12-400-039).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The developer of Starbucks, Cabot 12 LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for this new commercial development, located at the northwest corner of 12 Mile Road and Cabot Drive, as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement 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 on 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 the underground detention system serving the site and is providing an access easement to the basins. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site storm water system.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's February 26, 2014 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Cabot 12 Corner, LLC for the Starbucks development located at the northwest corner of 12 Mile Road and Cabot Drive (parcel 22-12-400-039).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

# Starbucks

## Commercial Development



Storm Drainage Facility Maintenance Easement Agreement from Cabot 12 Corner, LLC for the Starbucks development located at the northeast corner of 12 Mile Road and Cabot Drive (parcel 22-12-400-039).



**City of Novi**  
DPS Field Services Complex  
Engineering Department  
26300 Lee BeGole Drive  
Novi, MI 48375

Map Created By: Matt Preisz | February 28, 2014





JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

February 26, 2014

Rob Hayes, Public Services Director  
City of Novi, Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

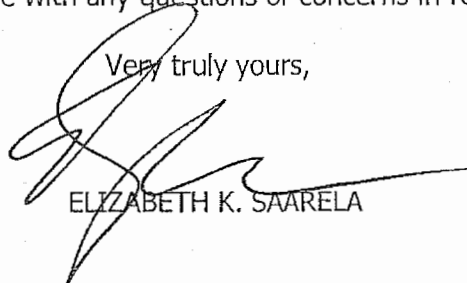
Re: **Starbucks – SP13-0038**  
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Hayes:

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 Starbucks development. The Agreement is in the City's standard format and has been executed by the property owner, Cabot 12 Corner, LLC. The City's Consulting Engineer has approved the Storm Drainage Facility Maintenance Easement Agreement exhibits. 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.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,



ELIZABETH K. SAARELA

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/ Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Enclosures)  
Kristin Pace, Treasurer's Office (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)

Rob Hayes, Public Services Director  
February 26, 2014  
Page 2

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
David Beschke, Landscape Architect (w/Enclosures)  
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Julie Barnard and Joe Drolshagen, Northern Equities (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT is made this \_\_\_\_\_ day of December, 2013, by and between Cabot 12 Corner, LLC, a Michigan limited liability company, whose address is 39000 Country Club Drive, Farmington Hills, MI 48331 (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 1 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Starbucks Property").
- B. The Starbucks Property contains 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 Starbucks 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 C**.

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 D** 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 B**, 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 Mackenzie North 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 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.

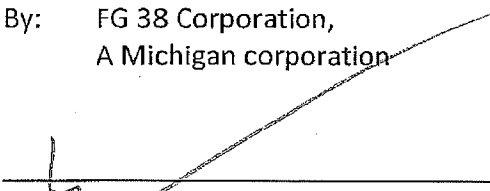
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

**OWNER**

OWNER

Cabot 12 Corner, LLC, a Michigan limited liability company

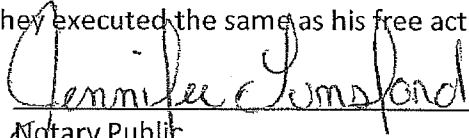
By: FG 38 Corporation,  
A Michigan corporation

  
By: Matthew S. Sosin  
Its: Member

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this 2nd day of December, 2013, by Matthew S. Sosin, as the Manager of FG 38 Corporation, Sole Member, Cabot 12 Corner, LLC, a Michigan limited liability company, 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.

JENNIFER LUNSFORD  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Dec 17, 2019  
ACTING IN COUNTY OF Oakland

  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 12/17/2019

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 Johnson, Rosati, Schultz & Joppich, P.C. 34405 West Twelve Mile Road, Suite 200 Farmington Hills, MI 48331-5627	And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375
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Exhibit A

**PROPERTY DESCRIPTION:** 22-12-400-039

A PARCEL OF LAND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S86°55'28"W, 716.42 FEET; THENCE N02°26'19"W, 79.33 FEET; THENCE S86°04'18"W, 489.27 FEET TO THE POINT OF BEGINNING; THENCE S86°04'18"W, 165.64 FEET; THENCE N02°35'59"W, 166.47 FEET; THENCE N86°04'27"E, 121.68 FEET; THENCE S83°21'39"E, 61.64 FEET; THENCE 108.60 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 466.00 FEET, AND A CHORD BEARING S03°30'01"W, 108.35 FEET; THENCE S03°10'25"E, 63.54 FEET; THENCE S41°14'15"W, 8.69 FEET TO THE POINT OF BEGINNING, CONTAINING 0.744 ACRES, ALL OF THE ABOVE SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORDS.

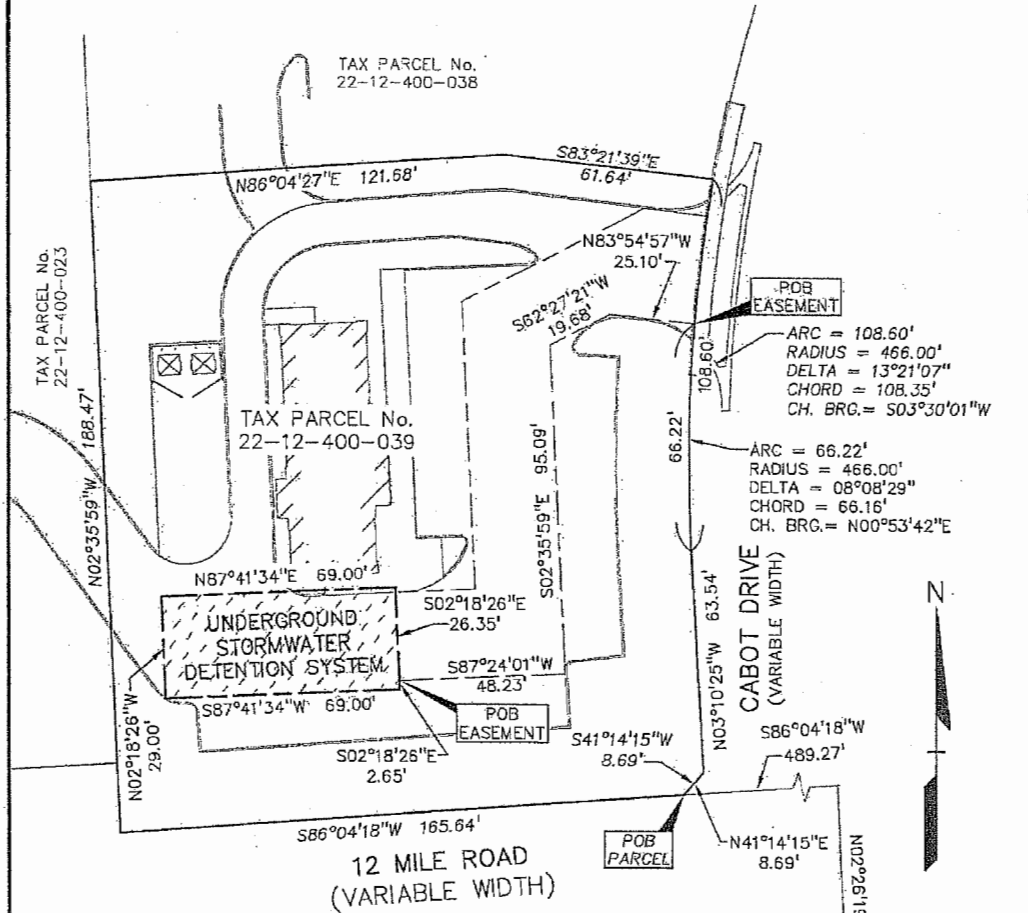
PROFESSIONAL  
ENGINEERING  
ASSOCIATES

CLIENT: NORTHERN EQUITIES GROUP 39000 COUNTRY CLUB DRIVE FARMINGTON HILLS, MI., 48331	SCALE: 1" = 40'	JOB No: 2013176	2430 Rochester Ct. Suite 100 Troy, MI 48063-1872 (248) 689-9090
	DATE: 11-22-13	DWG. No: 2 of 2	

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EXHIBIT B

SKETCH OF UNDERGROUND STORMWATER DETENTION EASEMENT

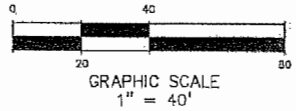


**LEGAL DESCRIPTION**  
**PROPOSED UNDERGROUND STORMWATER DETENTION SYSTEM EASEMENT:**

AN EASEMENT OVER LAND IN PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S86°55'28"W, 716.42 FEET; THENCE N02°26'19"W, 79.33 FEET; THENCE S86°04'18"W, 489.27 FEET; THENCE N41°14'15"E, 8.69 FEET; THENCE N03°10'25"W, 63.54 FEET; THENCE 66.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 466.00 FEET, A CENTRAL ANGLE OF 08°08'29", WITH A CHORD BEARING N00°53'42"E 66.16 FEET; THENCE N83°54'57"W, 25.10 FEET; THENCE S62°27'21"W, 19.68 FEET; THENCE S02°35'59"E, 95.09 FEET; THENCE S87°24'01"W, 48.23 FEET TO THE POINT OF BEGINNING;

THENCE S02°18'26"E, 2.65 FEET;  
THENCE S87°41'34"W, 69.00 FEET;  
THENCE N02°18'26"W, 29.00 FEET;  
THENCE N87°41'34"E, 69.00 FEET;  
THENCE S02°18'26"E, 26.35 FEET TO THE POINT OF BEGINNING.

SOUTHEAST CORNER SECTION 12, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



PROFESSIONAL  
ENGINEERING  
ASSOCIATES

CLIENT: NORTHERN EQUITIES GROUP 39000 COUNTRY CLUB DRIVE FARMINGTON HILLS, MI., 48331	SCALE: 1" = 40'	JOB No: 2013176	2430 Rochester Ct. Suite 100 Troy, MI 48063-1872 (248) 688-9090
	DATE: 11-22-13	DWG. No: 1 of 2	

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**CONSULTING INC.**  
 1299 LAMPLIGHTER LANE  
 ROCHESTER HILLS, MI 48306  
 (248) 765-0897

DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'C'  
 SCHEDULE OF  
 MAINTENANCE

NOTE: NO FIELD WORK DONE  
 AS PART OF THIS PLAN.  
 ALL BOUNDARY INFORMATION  
 IS BASED ON BOUNDARY  
 SURVEY BY  
 JARRETT-MILLS-SHRON, JOB  
 No. 99035, DATED  
 10-04-00.

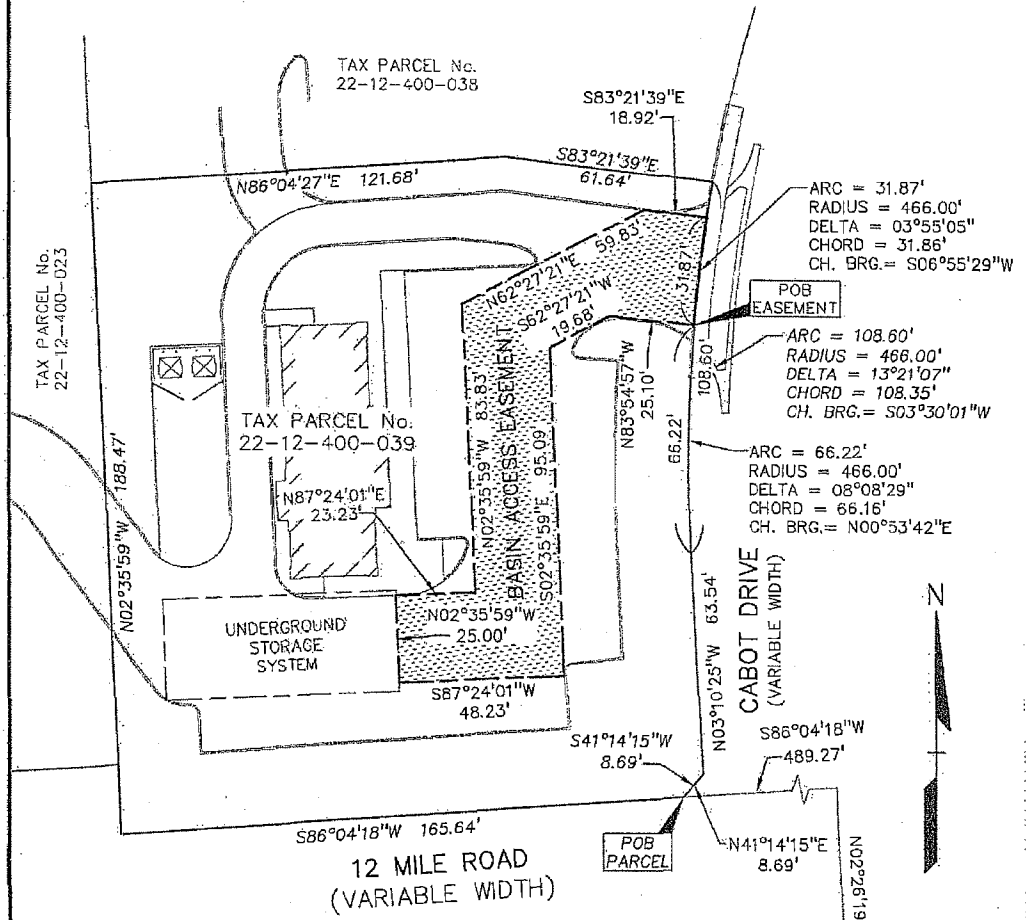
DATE: 8/19/2013

COMPONENTS	SCHEDULE					
	QUARTERLY	WHEN SEDIMENT DEPTH HAS ACCUMULATED TO WITHIN SIX INCHES OF DRY-WEATHER WATER LEVEL	REGULARLY AS NECESSARY	CLEANED OUT IMMEDIATELY	QUARTERLY	UNDER NORMAL OPERATING CONDITIONS AT THE SAME TIME AS SEDIMENT REMOVAL
DETENTION SYSTEM	X	X		X	X	X
DRAINAGE STRUCTURES	X	X		X	X	X
CATCH BASIN SUMPS	X	X		X	X	X
STORM SEWER SYSTEMS	X			X		
PARKING AREAS AND DRIVES			X	X		
	INSPECTION FOR SEDIMENT ACCUMULATION	REMOVAL OF SEDIMENT ACCUMULATION (VACUUM TRUCK)	SWEEP PARKING AREAS AND DRIVES	OIL AND GASOLINE SPILLS	INSPECTION FOR OIL ACCUMULATION	REMOVAL OF OIL ACCUMULATION (VACUUM TRUCK)

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

EXHIBIT D

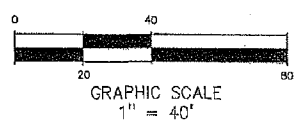
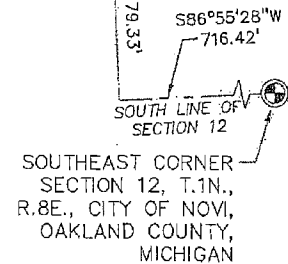
SKETCH OF STORM DRAINAGE INGRESS/EGRESS EASEMENT



**LEGAL DESCRIPTION - PROPOSED INGRESS/EGRESS EASEMENT:**

AN EASEMENT OVER LAND IN PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S86°55'28"W, 716.42 FEET; THENCE N02°26'19"W, 79.33 FEET; THENCE S86°04'18"W, 489.27 FEET; THENCE N41°14'15"E, 8.69 FEET; THENCE N03°10'25"W, 63.54 FEET; THENCE 66.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 466.00 FEET, A CENTRAL ANGLE OF 08°08'29", WITH A CHORD BEARING N00°53'42"E 66.16 FEET TO THE POINT OF BEGINNING;

THENCE N83°54'57"W, 25.10 FEET;  
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 THENCE S87°24'01"W, 48.23 FEET;  
 THENCE N02°35'59"W, 25.00 FEET;  
 THENCE N87°24'01"E, 23.23 FEET;  
 THENCE N02°35'59"W, 83.83 FEET;  
 THENCE N62°27'21"E, 59.83 FEET;  
 THENCE S83°21'39"E, 18.92 FEET;  
 THENCE 31.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 466.00 FEET, A CENTRAL ANGLE OF 03°55'05", WITH A CHORD BEARING S06°55'29"W 31.86 FEET TO THE POINT OF BEGINNING.



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