



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from BC Novaplex LLC LLC for Innova Apartments located north of Twelve Mile Road and west of Haggerty Road (parcel 50-22-12-400-066).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Innova Apartments, BC Novaplex 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 on-site storm water system.

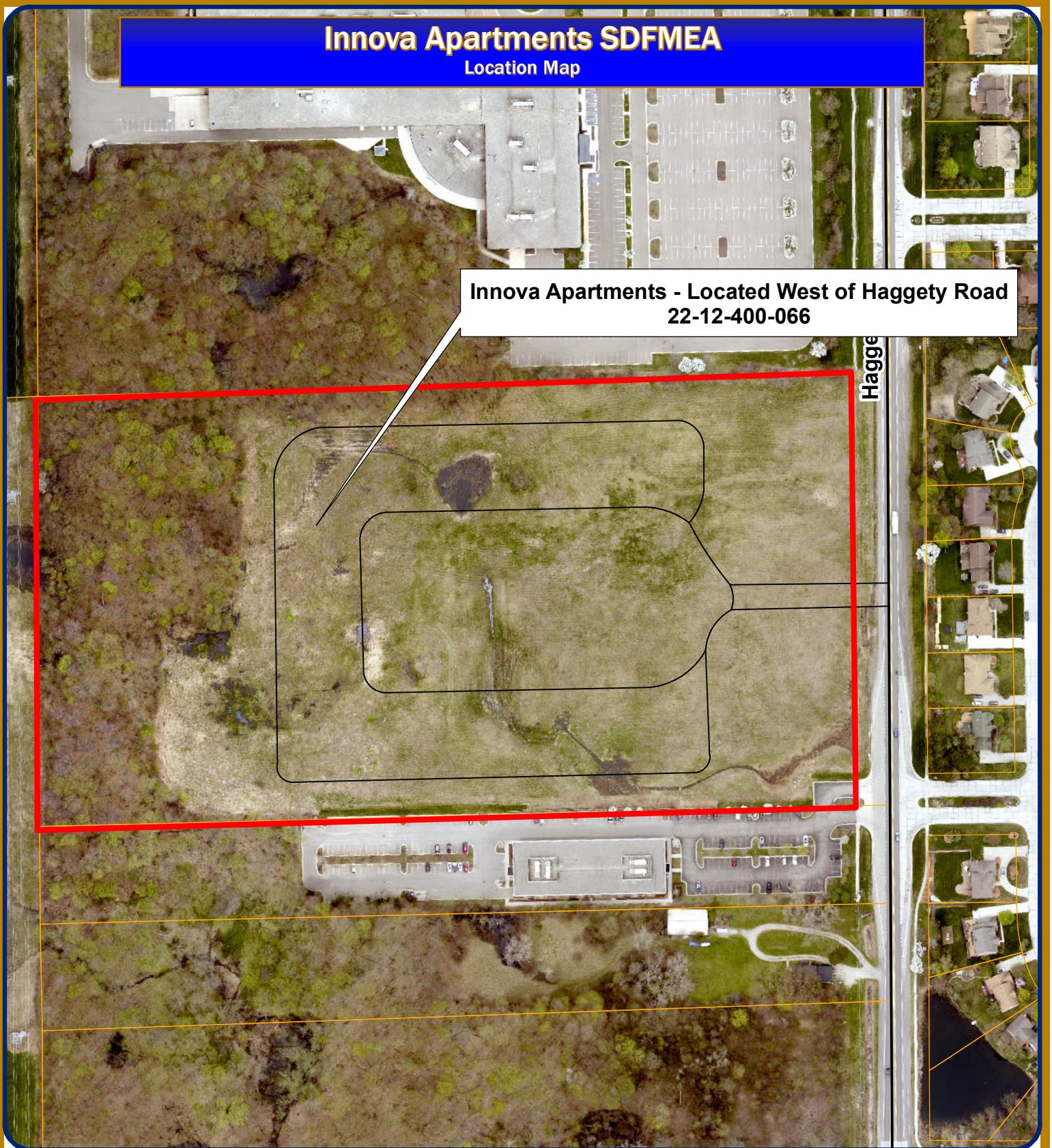
The on-site storm water maintenance system was inspected by Spalding DeDecker, attached is the inspection approval letter dated December 21, 2022. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, December 15, 2022) and the City Engineering consultant (Spalding DeDecker, December 15, 2022), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from BC Novaplex LLC LLC for Innova Apartments located north of Twelve Mile Road and west of Haggerty Road (parcel 50-22-12-400-066).

Innova Apartments SDFMEA

Location Map

Innova Apartments - Located West of Haggety Road
22-12-400-066



Map Author: Humna Anjum
Date: 9/6/2023
Project: Innova Apartments
Version: 1.0

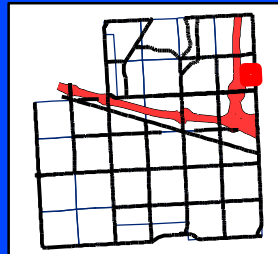
Amended By:
Date:
Department:

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 332 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

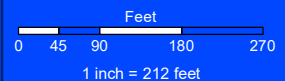
Legend

- 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 15, 2022

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

RE: Innova Apartments JSP19-24
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 Innova Apartments 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. 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 printed name below.

Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer
City of Novi
December 15, 2022
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, (w/Enclosures)
Ben Peacock, Planner (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Adam Chludzinski, Project Engineer (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Alyssa Craigie, Administrative Assistant (w/Enclosures)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)
Zachary Weiss, Beztak Companies (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 13th day of December, 2022, by and between BC Novaplex L.L.C., a Delaware limited liability company, whose address is 31731 Northwestern Highway, Suite 250W, Farmington Hills, Michigan 48334 (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 _ 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 multi-family development on the Property.
- B. The multi-family 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.

OWNER

BC Novaplex L.L.C., a Delaware limited liability company

By: Oakland Management Corp., a Michigan corporation


Its: Manager

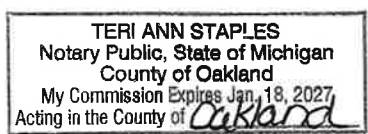
By: 
Samuel M. Beznos

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 13th day of December, 2022, by Samuel M. Beznos, the President of Oakland Management Corp., a Michigan corporation, the manager of BC Novaplex L.L.C., a Delaware limited liability company, on behalf of the entity.


Notary Public
Acting in Oakland County, Michigan
My Commission Expires: Jan. 18, 2027



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: _____

<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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CONSENT TO STORM DRAINAGE MAINTENANCE EASEMENT

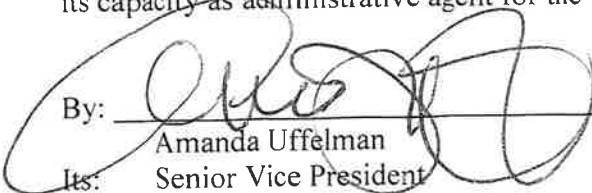
As the Mortgagee under that certain Construction Mortgage dated September 30, 2022, by **BC NOVAPLEX**, a Delaware limited liability company ("Mortgagor"), located at 31731 Northwestern Highway, Suite 250, Troy, Michigan 48084, to **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, its successors and/or assigns, in its capacity as administrative agent for the Lenders (as defined in the Mortgage) ("Mortgagee"), located at 555 South Old Woodward, Suite 604, Birmingham, Michigan 48009, and recorded October 7, 2022, in Liber 58174, page 361, Oakland County, Michigan Register of Deeds (as amended, the "Mortgage"), Mortgagee hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of Storm Drainage Maintenance Easement, by Mortgagor in favor of the City of Novi, to which this Consent is attached, as described in **Exhibit A** attached hereto, which easement is hereby acknowledged and agreed to be superior to the interest of Mortgagee and shall bind Mortgagee and the heirs, successors and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of October 18, 2022.

[Signature on following page]

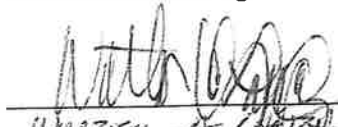
Mortgagee:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for the Lenders

By: 
Amanda Uffelman
Its: Senior Vice President

STATE OF MICHIGAN
COUNTY OF DALLAND

The foregoing instrument was acknowledged before me on October 18, 2022, by Amanda Uffelman, a Senior Vice President of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for the Lenders, on behalf of said entity.


Notary Public, SENIOR County, STATE OF MICHIGAN
Acting in DALLAND County, STATE OF MICHIGAN
My Commission Expires: 09/19/2026

DRAFTED BY:

David C. Bosman
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084
(248) 743-6037

WHEN RECORDED RETURN TO:

Amber Paul
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084

[Signature Page to Consent to Easement]

EXHIBIT A

LEGAL DESCRIPTION:

(Per PEA Group)

STORMWATER MANAGEMENT EASEMENT "A"

A stormwater management easement over part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence SOUTH 697.70 feet along the East line of Section 12; thence S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width); thence along said west line, N00°00'00"E, 57.66 feet to the POINT OF BEGINNING;

thence N90°00'00"W, 132.85 feet;

thence N00°48'40"W, 244.18 feet;

thence N89°11'20"E, 136.32 feet to the aforementioned west line of Haggerty Road;

thence along said west line, S00°00'00"E, 246.08 feet to the POINT OF BEGINNING.

Containing 0.76 acres of land, more or less.

LEGAL DESCRIPTION:

(Per PEA Group)

STORMWATER MANAGEMENT EASEMENT "B"

A stormwater management easement over part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence along the east-west 1/4 line of said section, S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width) and the POINT OF BEGINNING;

thence along said west line, S00°00'00"E, 316.55 feet;

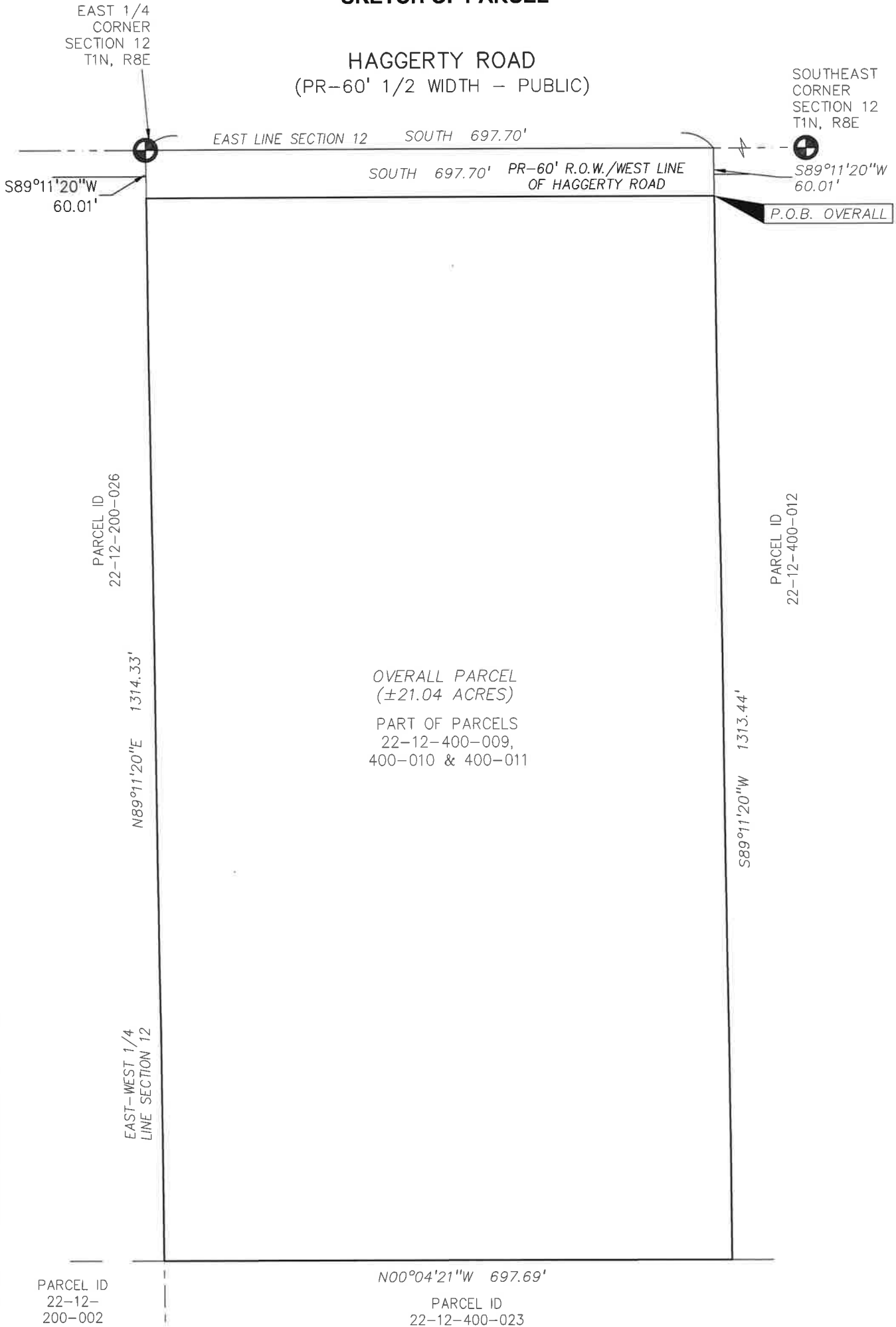
thence S89°11'20"W, 137.41 feet;

thence N00°48'40"W, 316.52 feet to the aforementioned east-west 1/4 line of said section;

thence along said east-west line, N89°11'20"E, 141.89 feet to the aforementioned west line of Haggerty Road and the POINT OF BEGINNING;

Containing 1.01 acres of land, more or less.

**EXHIBIT A
SKETCH OF PARCEL**



CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY.
SUITE 250W
FARMINGTON HILLS, MI 48334



SHEET 1 OF 2
MARCH 19, 2021
2015-298

**PEA
GROUP**

t: 844.813.2949
www.peagroup.com

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

(Per PEA Group)

OVERALL PARCEL

Part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence SOUTH, 697.70 feet along the East line of Section 12; thence S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width) and the POINT OF BEGINNING; thence continuing S89°11'20"W, 1313.44 feet; thence N00°04'21"W, 697.69 feet to the east-west 1/4 line of said section; thence along said east-west 1/4 line, N89°11'20"E, 1314.33 feet to the aforementioned west line of Haggerty Road; thence along said west line, SOUTH 697.70 feet to the POINT OF BEGINNING.

Containing 21.04 acres of land more or less.

CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY,
SUITE 250W
FARMINGTON HILLS, MI 48334

SHEET 2 OF 2
MARCH 19, 2021
2015-298

PEA
GROUP

t: 844.813.2949
www.peagroup.com

Exhibit B

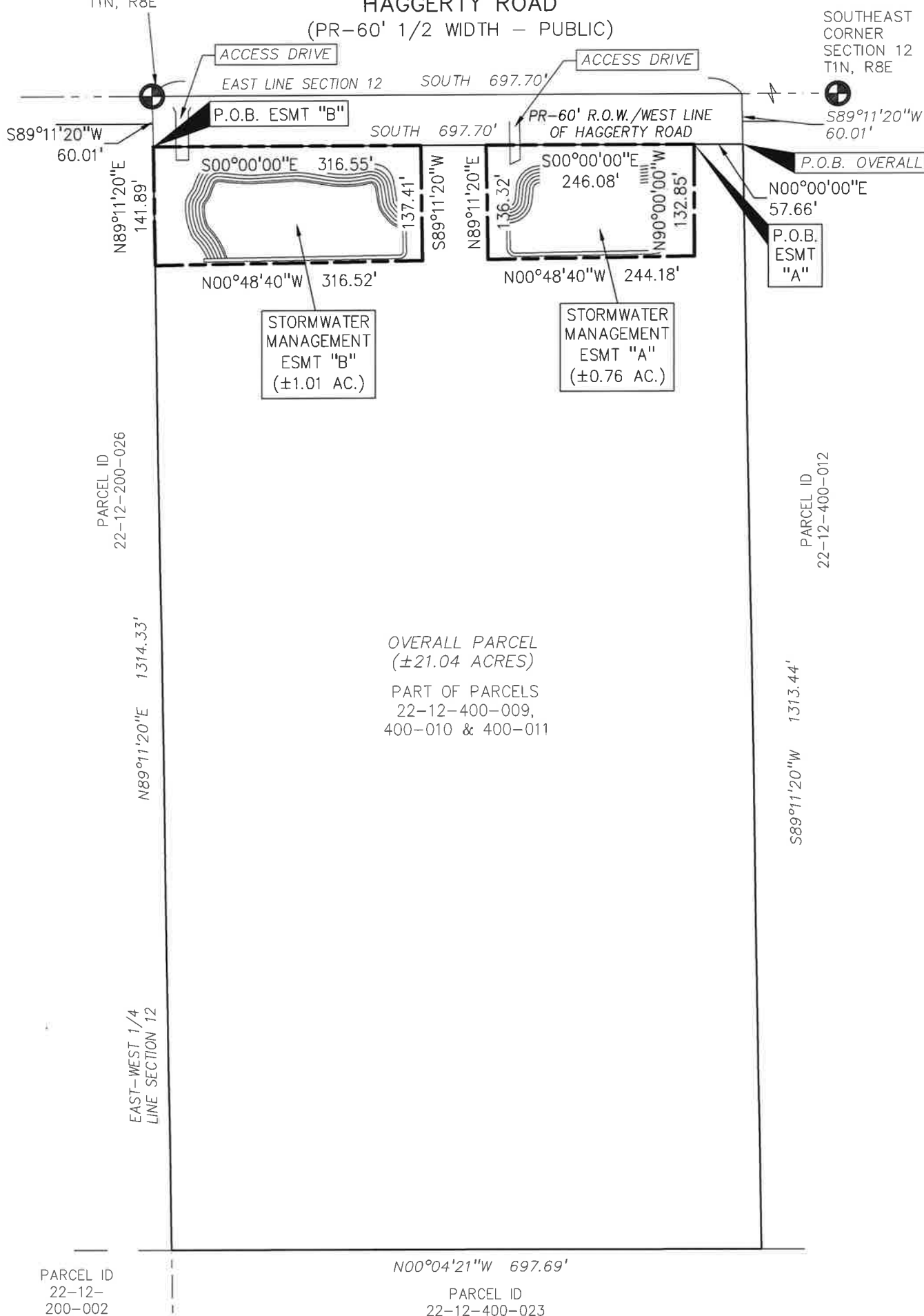
Storm drainage Facility Maintenance Easement Agreement

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	Annual Estimated Cost for & Repairs		
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Storm Sewer/Open Channels 2015-298	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.	\$150	\$158	\$166
Detention Basin	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	\$315	\$331
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures as necessary to prevent erosion.	\$250	\$263	\$276
Retaining Walls	Once a year, visually inspect walls around the detention basins. Check walls for cracking, seepage, or mechanical damage.	Inform structural engineer of any structural damage. Repair wall, as necessary	\$300	\$315	\$331
Total:			\$1,000	\$1,051	\$1,104

**EXHIBIT D
SKETCH OF STORMWATER
MANAGEMENT EASEMENTS**

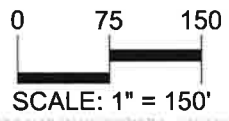
HAGGERTY ROAD

(PR-60' 1/2 WIDTH - PUBLIC)



OVERALL PARCEL
(±21.04 ACRES)
PART OF PARCELS
22-12-400-009,
400-010 & 400-011

CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY,
SUITE 250W
FARMINGTON HILLS, MI 48334



SHEET 1 OF 2
MARCH 19, 2021
2015-298

**PEA
GROUP**
t: 844.813.2949
www.peagroup.com

ST-PROJECT: 2015-298; TITLE: FARMINGTON HILLS - BEZTAK COMPANIES - STORMWATER MANAGEMENT; DATE: 03/19/2021; DRAWN BY: [unreadable]; CHECKED BY: [unreadable]; SCALE: 1" = 150'; SHEET: 1 OF 2

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:

(Per PEA Group)

STORMWATER MANAGEMENT EASEMENT "A"

A stormwater management easement over part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence SOUTH 697.70 feet along the East line of Section 12; thence S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width); thence along said west line, N00°00'00"E, 57.66 feet to the POINT OF BEGINNING;

thence N90°00'00"W, 132.85 feet;
thence N00°48'40"W, 244.18 feet;
thence N89°11'20"E, 136.32 feet to the aforementioned west line of Haggerty Road;
thence along said west line, S00°00'00"E, 246.08 feet to the POINT OF BEGINNING.
Containing 0.76 acres of land, more or less.

LEGAL DESCRIPTION:

(Per PEA Group)

STORMWATER MANAGEMENT EASEMENT "B"

A stormwater management easement over part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence along the east-west 1/4 line of said section, S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width) and the POINT OF BEGINNING;
thence along said west line, S00°00'00"E, 316.55 feet;
thence S89°11'20"W, 137.41 feet;
thence N00°48'40"W, 316.52 feet to the aforementioned east-west 1/4 line of said section;
thence along said east-west line, N89°11'20"E, 141.89 feet to the aforementioned west line of Haggerty Road and the POINT OF BEGINNING;
Containing 1.01 acres of land, more or less.

CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY,
SUITE 250W
FARMINGTON HILLS, MI 48334

SHEET 2 OF 2
MARCH 19, 2021
2015-298

PEA
GROUP

t: 844.813.2949
www.peagroup.com

May 10, 2023

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

Re: Innova Apartments - Acceptance Documents Review
Novi # JSP19-0024
SDA Job No. NV21-210
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on November 18, 2022 against the Final Site Plan (Stamping Set) approved on October 13, 2022. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 10/25/2022: exhibit dated 10/18/2022)
Legal Description Approved
2. On-Site Sanitary Sewer Easement
(executed 10/25/2022: exhibit dated 03/19/2021)
Exhibit Approved
3. Sanitary Sewer Manhole Access Easement
(executed 10/25/2022: exhibit dated 05/06/2021)
Exhibit Approved
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed 10/25/2022: exhibit dated 03/19/2021)
Exhibits Approved
Exhibit should be provided using the format of the attached example.
5. Emergency Cross Access Easement
(executed 10/25/2022: exhibit dated 03/10/2022)
Exhibit Approved

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.

6. Bills of Sale: Sanitary Sewer System and Water Supply System
SUPPLIED – APPROVED.

7. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED.
8. 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 April 19, 2021 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, PE
Project Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Courtney 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
Ben Peacock, City of Novi
Alyssa Craigie, City of Novi

December 21, 2022

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

Re: Innova Apartments
Storm Water Detention System Inspection
Novi SP No.: JSP19-0024
SDA Job No.: NV21-210

Dear Mrs. Anjum:

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

Ted Meadows Ted Meadows
Dec 21 2022 11:09 AM

Ted Meadows
Vice President

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Ashley Roberts, Beztak Companies (e-mail)
Andrew Miller, Beztak Companies (e-mail)
SDA CE Job File