



CITY of NOVI CITY COUNCIL

**Agenda Item F
July 25, 2016**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from 45700 Twelve Mile, LLC for the office and industrial facility development located at 45700 Twelve Mile Road (parcel 22-09-451-012).

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

CITY MANAGER APPROVAL: *WDA*

BACKGROUND INFORMATION:

The owner /developer of the facility requests approval of the Storm Drainage Facility Maintenance Easement Agreement for this development, located at 45700 Twelve Mile Road as shown on the attached map.

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 detention basin on the adjacent property (parcel 22-09-451-025) and is providing an access easement to the basin. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site sewer system.

The enclosed agreement has been favorably reviewed by City staff and the City Attorney (Beth Saarela's letter, dated July 13, 2016, attached) and is recommended for approval.

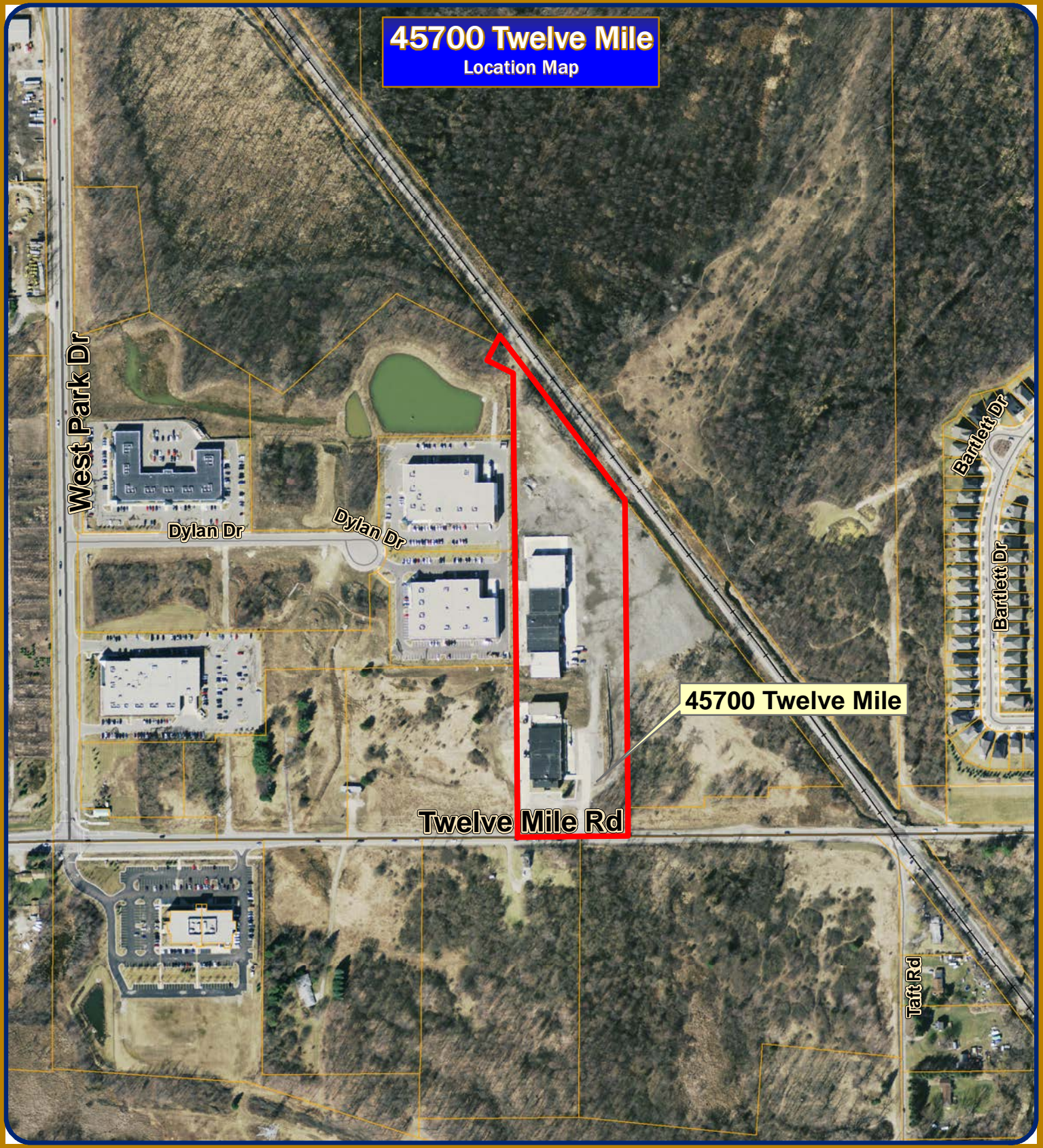
RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from 45700 Twelve Mile, LLC for the facility located at 45700 Twelve Mile Road (parcel 22-09-451-012).

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

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

45700 Twelve Mile

Location Map

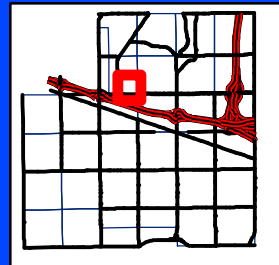


Map Author: Rasha Majzoub
Date: July 14, 2016
Project:
Version #:

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



1 inch = 409 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@jrsjlaw.com

www.johnsonrosati.com

July 13, 2016

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

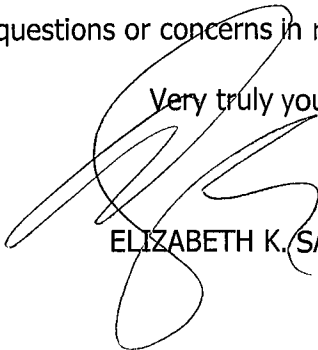
**Re: 45700 Twelve Mile JSP 15-0049
Storm Drainage Facility Maintenance Easement Agreement**

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 45700 Twelve Mile. 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.

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

Very truly yours,



ELIZABETH K. SAARELA

EKS

Enclosures

cC: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, City Planner
Kristin Pace, Treasurer's Office
Aaron Staup, Construction Engineering Coordinator

Rob Hayes, Public Services Director
July 13, 2016
Page 2

Theresa Bridges, Construction Engineer
Sarah Marchioni, Building Permit Coordinator
Brittany Allen and Ted Meadows, Spalding DeDecker
Sue Troutman, City Clerk's Office
Nicholas J. Bachand, Esq.
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2015, by and between 45700 Twelve Mile, LLC, a Michigan Limited Liability Company, whose address is 2411 Vinewood Detroit, MI 48216 (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 9 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 parking lot development on the Property.

- B. The parking lot 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 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.

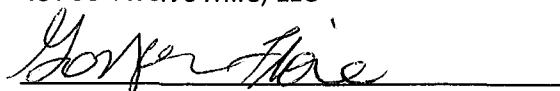
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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

45700 Twelve Mile, LLC

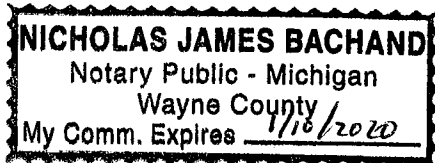


By: Gasper Fiore

Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 13th day of July, 2016,
by Gasper Flore, as the Member of 45700 Twelve Mile, LLC



Nicholas Bachand
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 4/10/2020

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. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
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EXHIBIT A

Legal Description of Grantor's Property

Land situated in the City of Novi, County of Oakland, State of Michigan

Parcel 1:

Part of the Southeast 1/4 of Section 9, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant South 87 degrees 03 minutes 04 seconds West 850 feet from the Southeast Section corner; thence South 87 degrees 03 minutes 04 seconds West 346.50 feet; thence North 02 degrees 56 minutes 56 seconds West 1456.13 feet; thence North 65 degrees 29 minutes 45 seconds West 81.75 feet; thence North 24 degrees 30 minutes 15 seconds East 87.10 feet; thence South 39 degrees 40 minutes 08 seconds East 648.53 feet; thence South 02 degrees 56 minutes 56 seconds East 1055.88 feet to the point of beginning.

Re: 45700 Twelve Mile Road

Tax Item No. 22-09-451-012

Parcel 2:

Part of the Southeast 1/4 of Section 9, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows: Beginning at a point distant South 87 degrees 03 minutes 04 seconds West, 850.00 feet and North 02 degrees 56 minutes 56 seconds West, 90.00 feet from the Southeast corner of said Section 9; thence North 02 degrees 56 minutes 56 seconds West, 965.88 feet; thence South 39 degrees 40 minutes 08 seconds East, 1,130.14 feet; thence South 87 degrees 03 minutes 04 seconds West, 235.71 feet; thence South 02 degrees 56 minutes 56 seconds East, 30.00 feet; thence South 87 degrees 03 minutes 04 seconds West, 200.00 feet; thence South 02 degrees 56 minutes 56 seconds East, 30.0 feet; thence South 87 degrees 03 minutes 04 seconds West 240.00 feet to the point of beginning.

Tax Item No. 22-09-451-025

Commonly Known as: 45700 Twelve Mile Road,

Parcel ID: 22-09-451-012, 22-09-451-025

Exhibit B

Storm Water Facility	Maintenance Action	Corrective Action	Annual Estimated Cost for Maintenance & Repairs		
			1st Year	2nd Year	3rd Year
Storm Sewer/Open Channels	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 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	\$309	\$318
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$150	\$155	\$160
Sediment Basin	Every three months, check depth of sediment. Check basin for piping, seepage, or mechanical damage. Check for soil caking around standpipes. Ensure cutfall 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 cutfall erosion.	\$200	\$206	\$212
Total:			\$750	\$773	\$796

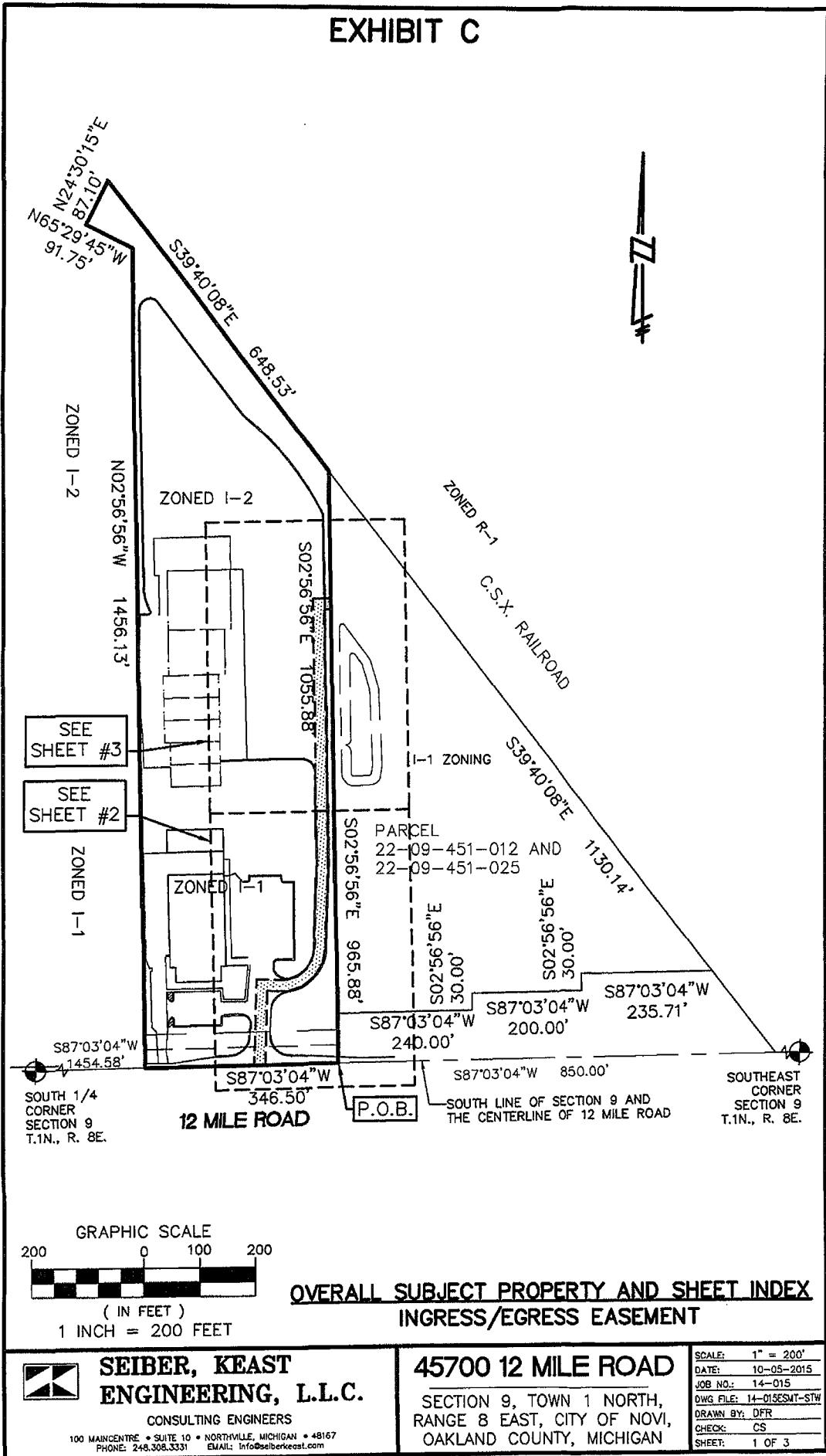
EXHIBIT C

45700 TWELVE MILE, LLC

INGRESS/EGRESS EASEMENT

An Ingress/Egress Easement located in a part of the Southeast 1/4 of Section 9, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing from the Southeast Corner of said Section 9; thence South 87°03'04" West, 981.54 feet, along the South line of said Section 9 and the Centerline of Twelve Mile Road, for a POINT OF BEGINNING; thence continuing South 87°03'04" West, 20.02 feet, along the South line of said Section 9 and the centerline of said Twelve Mile Road; thence North 00°41'05" West, 154.29 feet; thence North 89°18'55" East, 53.99 feet; thence North 70°25'56" East, 20.35 feet; thence North 50°20'02" East, 20.13 feet; thence North 30°14'08" East, 20.13 feet; thence North 10°08'15" East, 21.89 feet; thence North 00°03'45" West, 156.82 feet; thence North 02°56'56" West, 463.32 feet; thence North 87°03'04" East, 32.00 feet; thence South 02°56'56" East, 20.00 feet; thence South 87°03'04" West, 12.00 feet; thence South 02°56'56" East, 443.83 feet; thence South 00°03'45" East, 159.11 feet; thence South 10°08'15" West, 27.22 feet; thence South 30°14'08" West, 27.22 feet; thence South 50°20'02" West, 27.22 feet; thence South 70°25'56" West, 27.22 feet; thence South 89°18'55" West, 37.32 feet; thence South 00°41'05" East, 133.49 feet, to the Point of Beginning. All of the above containing 0.422 Acres.

EXHIBIT C



OVERALL SUBJECT PROPERTY AND SHEET INDEX INGRESS/EGRESS EASEMENT



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

CONSULTING ENGINEERS

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PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

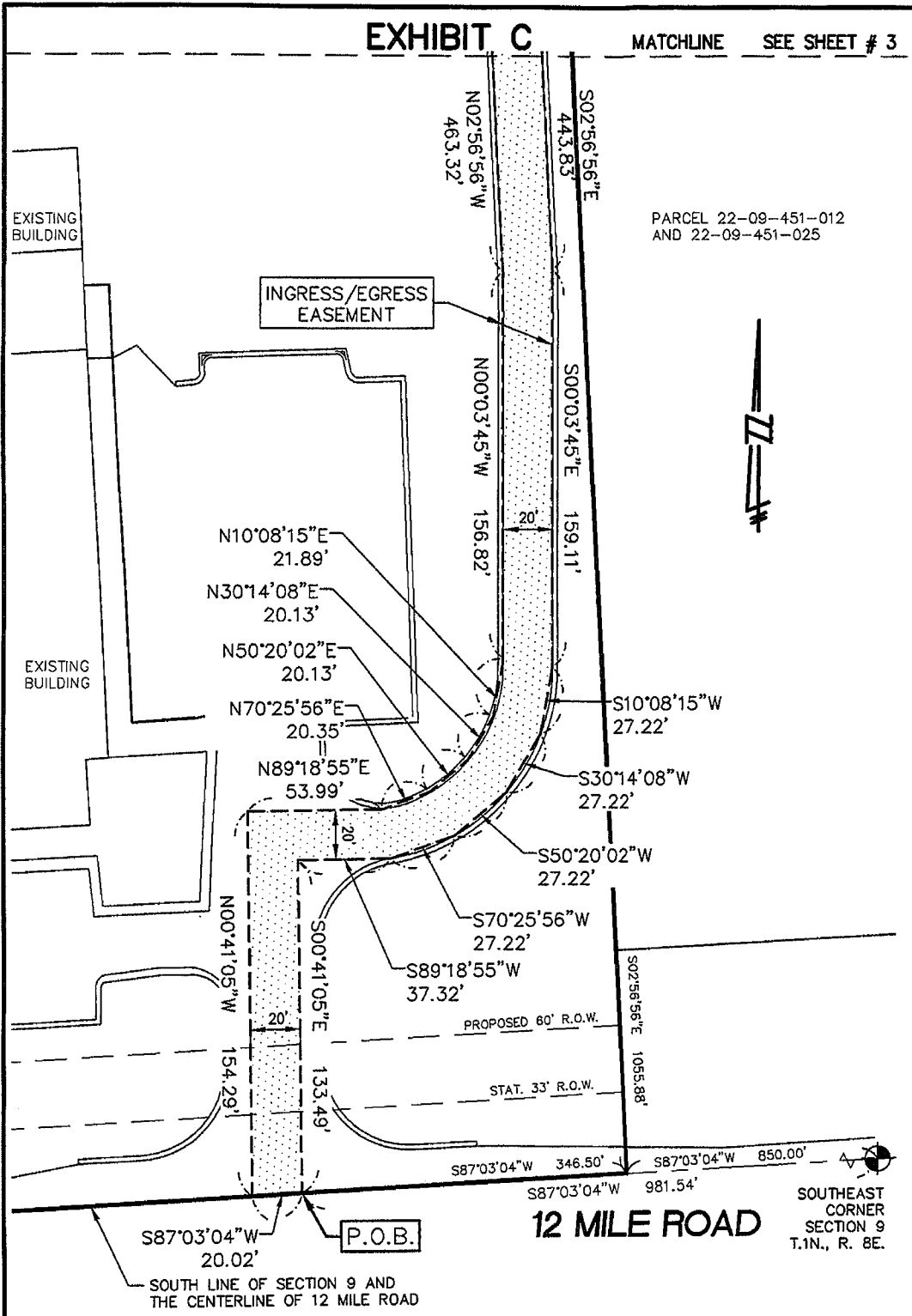
45700 12 MILE ROAD

SECTION 9, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

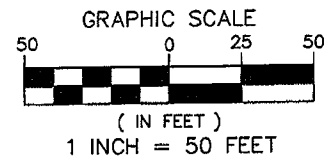
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CHECK:	CS
SHEET:	1 OF 3

EXHIBIT C

MATCHLINE SEE SHEET # 3



PARCEL 22-09-451-012
AND 22-09-451-025



**INGRESS/EGRESS
EASEMENT
(0.421 ACRES)**

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CONSULTING ENGINEERS
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PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

45700 12 MILE ROAD
SECTION 9, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	10-05-2015
JOB NO.:	14-015
DWG FILE:	14-015ESMT-STW
DRAWN BY:	DFR
CHECK:	CS
SHEET:	2 OF 3

EXHIBIT C



C.S.X. RAILROAD
ZONED R-1

N87°03'04"E
32.00'

S02°56'56"E
20.00'

S87°03'04"W
12.00'

INGRESS/EGRESS
EASEMENT

STORM
WATER
SEDIMENT
BASIN

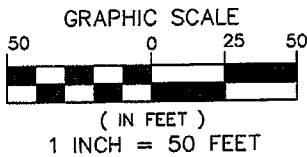
N02°56'56"W 463.32'

S02°56'56"E 443.83'

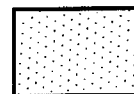
S02°56'56"E 1055.88'

PARCEL 22-09-451-012
AND 22-09-451-025

MATCHLINE SEE SHEET # 2



INGRESS/EGRESS
EASEMENT
(0.421 ACRES)



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45700 12 MILE ROAD

SECTION 9, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
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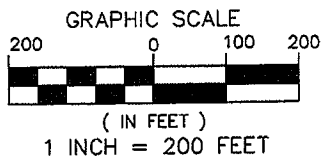
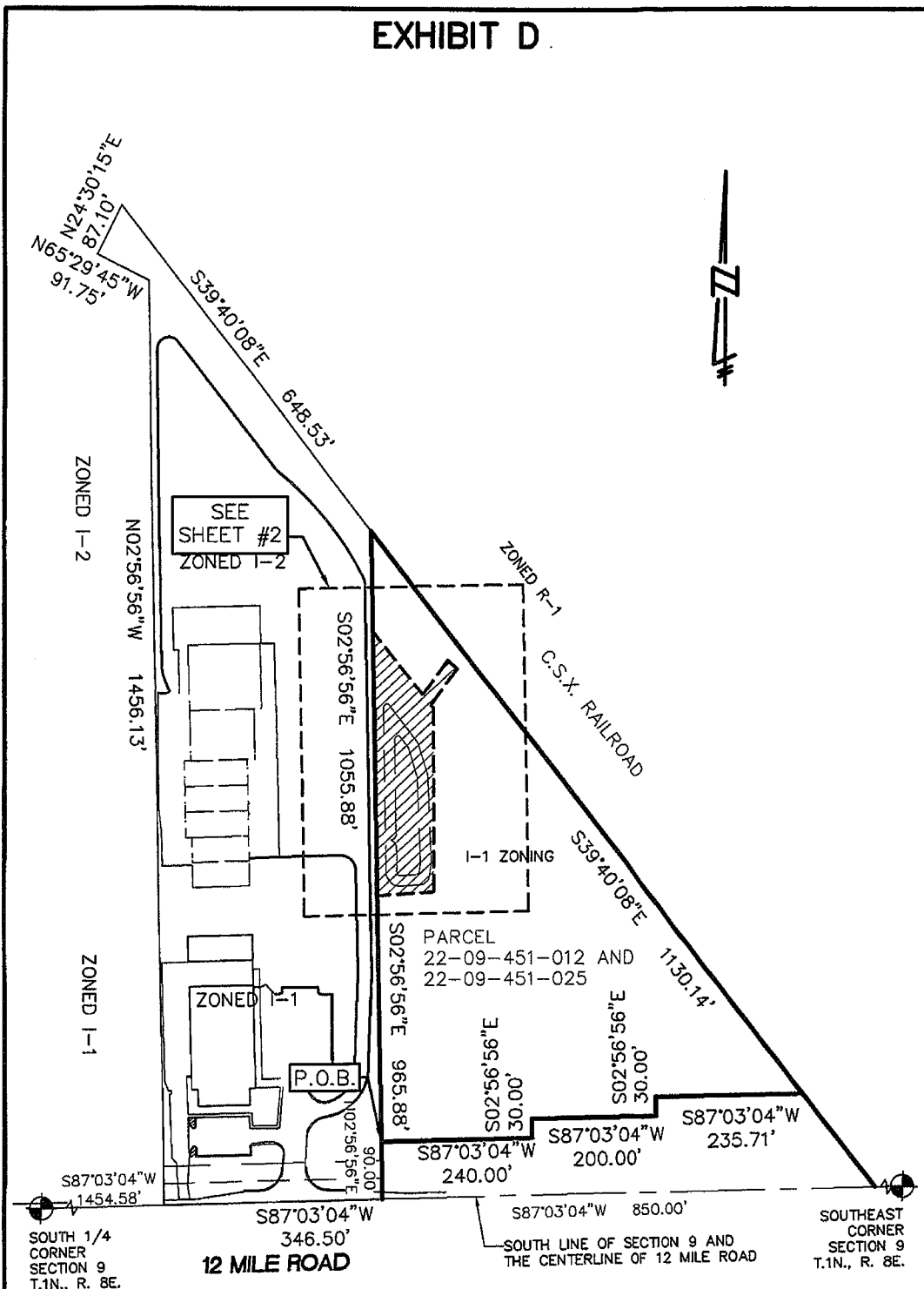
EXHIBIT D

45700 TWELVE MILE, LLC

DETENTION/SEDIMENTATION BASIN EASEMENT

A Detention/Sedimentation Basin Easement located in a part of the Southeast 1/4 of Section 9, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing from the Southeast Corner of said Section 9; thence South 87°03'04" West, 850.00 feet, along the South line of said Section 9 and the Centerline of Twelve Mile Road; thence North 02°56'56" West, 479.40 feet, for a POINT OF BEGINNING; thence continuing North 02°56'56" West, 418.90 feet; thence South 40°20'19" East, 128.59 feet; thence North 33°42'25" East, 67.88 feet; thence South 49°10'05" East, 20.16 feet; thence South 33°42'25" West, 71.10 feet; thence South 40°20'19" East, 6.28 feet; thence South 02°06'00" East, 290.92 feet; thence South 84°18'03" West, 90.32 feet, to the Point of Beginning. All of the above containing 0.787 Acres.

EXHIBIT D



OVERALL SUBJECT PROPERTY AND SHEET INDEX DETENTION/SEDIMENTATION EASEMENT



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

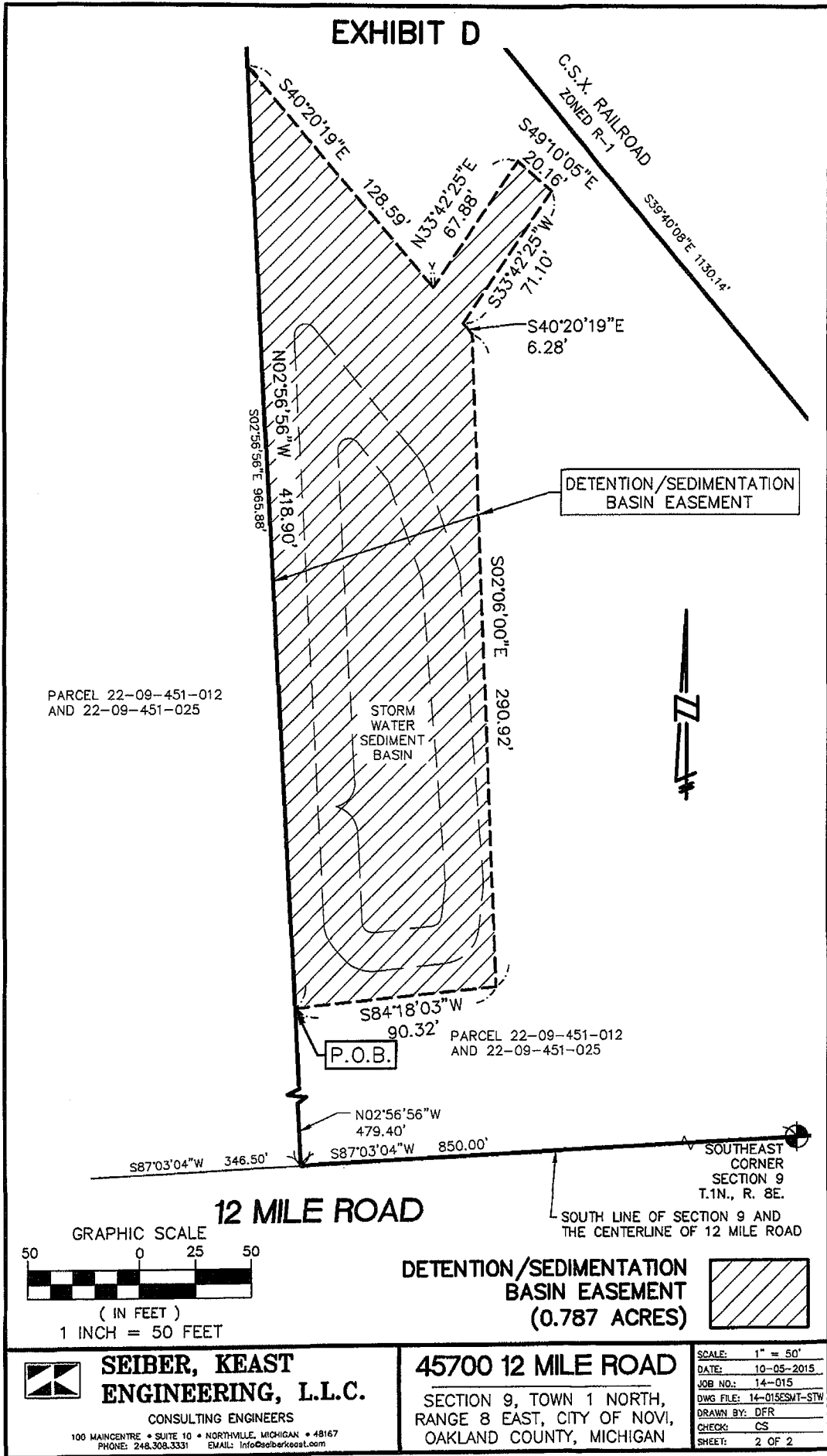
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45700 12 MILE ROAD

SECTION 9, TOWN 1 NORTH,
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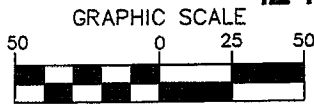
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EXHIBIT D



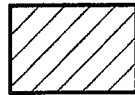
PARCEL 22-09-451-012
AND 22-09-451-025

PARCEL 22-09-451-012
AND 22-09-451-025



1 INCH = 50 FEET

**DETENTION/SEDIMENTATION
BASIN EASEMENT
(0.787 ACRES)**



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

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45700 12 MILE ROAD

SECTION 9, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
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