



CITY of NOVI CITY COUNCIL

Agenda Item N
January 25, 2016

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Neptune Property Management, LLC for the office and industrial facility development located at 44300 Grand River Avenue (parcel 22-15-451-009).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The owner /developer of the facility requests approval of the Storm Drainage Facility Maintenance Easement Agreement for this development, located at 44300 Grand River Avenue 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 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 December 22, 2015, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Neptune Property Management for the facility located at 44300 Grand River Avenue (parcel 22-15-451-009).

	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				

Neptune Center

Location Map



Neptune Center

Grand River Ave

Lanny's Rd

Clark St

Old Grand River W

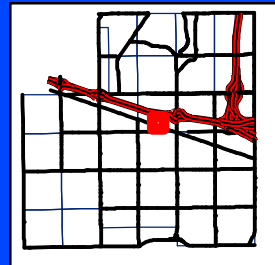
Whipple

Map Author: Theresa Bridges
Date: January 15, 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 = 200 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@jrslaw.com

www.johnsonrosati.com

December 22, 2015

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

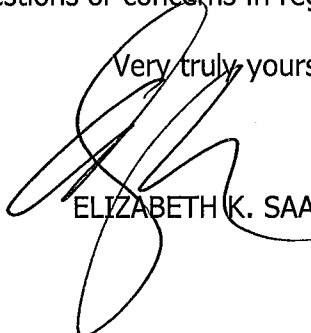
**Re: *Neptune Center JSP 14-10*
Storm Drainage Facility Maintenance Easement Agreement**

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 Neptune Center Development. The Agreement is in the City's standard format and has been executed by the property owner. The Exhibits have been reviewed and approved by the City's Consulting Engineer. 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: Maryanne Cornelius, Clerk (w/Original 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)

Rob Hayes, Public Services Director
December 22, 2015
Page 2

Adam Wayne, Civil Engineer (w/Enclosures)
Theresa C. Bridges, Construction Engineer (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Brittany Allen, Spalding DeDecker (w/Enclosures)
Dan O'Donnell, Oliver Hatcher Construction (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 18th day of December, 2015, by and between Neptune Property Management, LLC, a Michigan limited liability company, whose address is 44300 Grand River Avenue, Novi, Michigan 48375, (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 15 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 20,000 square foot office and industrial facility development on the Property.
- B. The office and industrial 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.

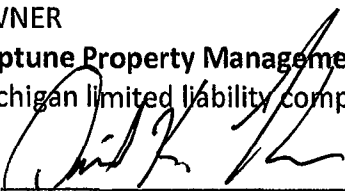
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

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
Neptune Property Management, LLC, a
Michigan limited liability company

By: 
Its: David K. Jank, President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18 day of December, 2015
by Darlene M. Reardon, as the _____ of _____.

Darlene M. Reardon

Notary Public

Acting in Oakland County, Michigan
My Commission Expires: 9-5-2020

CITY OF NOVI
A Municipal Corporation

DARLENE M. REARDON
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 5, 2020
ACTING IN COUNTY OF

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: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375</p>
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Exhibit A
PARCEL LEGAL DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 15, THENCE N.00°04'00"W. ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 15 899.86 FEET TO THE INTERSECTION OF NORTH-SOUTH 1/4 LINE OF SAID SECTION 15 AND THE NORTH LINE OF GRAND RIVER AVENUE (100' WIDE); THENCE S.71°22'00"E. 15.83 FEET TO THE POINT OF BEGINNING; THENCE N.00°04'00"W. 305.07 FEET; THENCE S.89°56'00"W. 15.00 FEET; THENCE N.00°04'00"W. 502.07 FEET ALONG THE NORTH - SOUTH 1/4 SECTION LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF PERE MARQUETTE RAILROAD; THENCE S.37°13'24"E. 536.95 FEET ALONG SAID SOUTHERLY LINE OF PERE MARQUETTE RAILROAD; THENCE S.00°35'06"E. 485.41 FEET (RECORDED AS 485.81 FEET) TO THE NORTH LINE OF GRAND RIVER AVE. (100' WD.) THENCE ALONG SAID NORTH LINE OF GRAND RIVER AVENUE N.71°22'00"W. 331.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 205,051 SQUARE FEET OR 4.71 ACRES OF LAND.
PARCEL I.D. No.: 22-15-451-007

EASEMENT PARCEL:

NON-EXCLUSIVE 15 FEET WIDE EASEMENT FOR EGRESS AND INGRESS OF VEHICULAR AND FOOT TRAFFIC AND UTILITIES OVER, UNDER AND ACROSS LAND DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF DESCRIBED PARCEL; THENCE N.71°22'00"W. 15.83 FEET; THENCE N.00°04'00"W. 300.00 FEET; THENCE N.89°56'00"E. 15.00 FEET; THENCE S.00°04'00"E. 305.07 TO THE POINT OF BEGINNING, AS RECORDED IN LIBER 4934 OF PLATS, PAGE 96 AND LIBER 4948 OF PLATS, PAGE 754, OAKLAND COUNTY RECORDS.



NOWAK & FRAUS ENGINEERS
4677 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257

DATE DRAWN JOB NO. SHEET
12-07-2015 CSH C773-02 1 of 4

Exhibit B

MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE – STORM DRAINAGE MAINTENANCE EASEMENT

MAINTENANCE PLAN BUDGET			
TASKS	ANNUAL FREQUENCY	COST PER OCCURENCE	ANNUAL 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 AND DEBRIS 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			\$1,350.00

Note: Costs shown are estimated and are to be used for planning and budgeting purposes only. Actual costs will vary.

NF

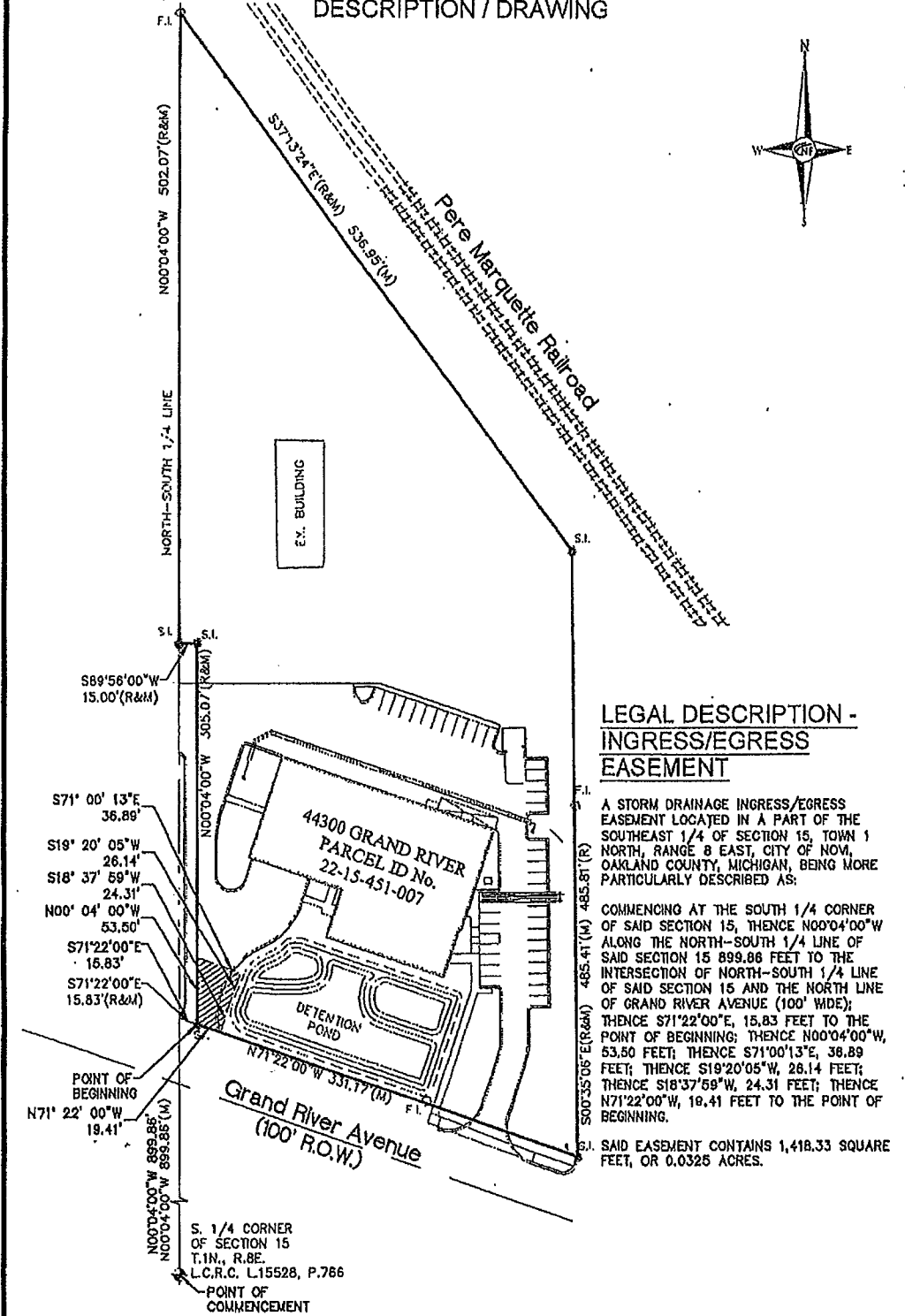
ENGINEERS

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DATE DRAWN JOB NO. SHEET
12-07-2015 CSH C773-02 2 of 4

Exhibit C

STORM DRAINAGE MAINTENANCE INGRESS / EGRESS EASEMENT DESCRIPTION / DRAWING



LEGAL DESCRIPTION - INGRESS/EGRESS EASEMENT

A STORM DRAINAGE INGRESS/EGRESS EASEMENT LOCATED IN A PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOV, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

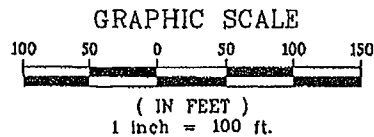
COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 15, THENCE N00°04'00"W ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 15 899.86 FEET TO THE INTERSECTION OF NORTH-SOUTH 1/4 LINE OF SAID SECTION 15 AND THE NORTH LINE OF GRAND RIVER AVENUE (100' WIDE); THENCE S71°22'00"E, 15.83 FEET TO THE POINT OF BEGINNING; THENCE N00°04'00"W, 53.50 FEET; THENCE S71°00'13"E, 36.89 FEET; THENCE S19°20'05"W, 26.14 FEET; THENCE S18°37'59"W, 24.31 FEET; THENCE N71°22'00"W, 19.41 FEET TO THE POINT OF BEGINNING.

S.I. SAID EASEMENT CONTAINS 1,418.33 SQUARE FEET, OR 0.0325 ACRES.



ENGINEERS
NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
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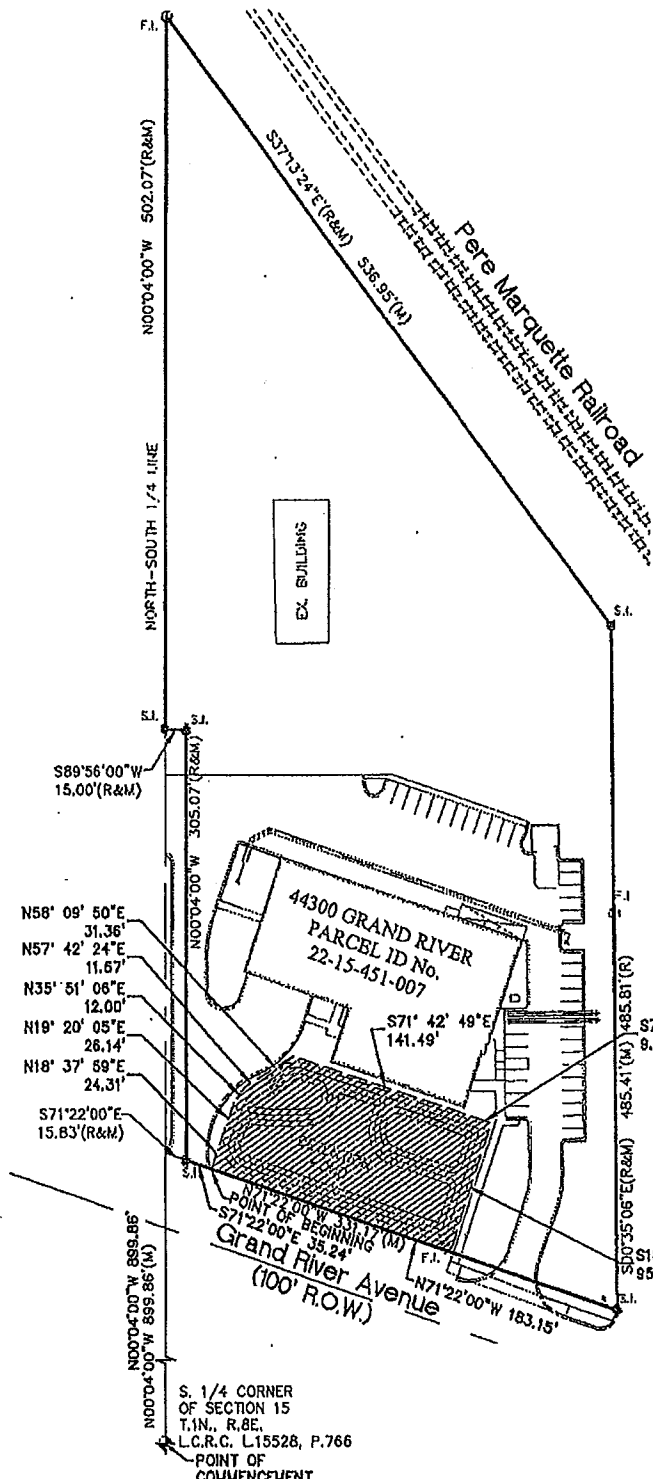
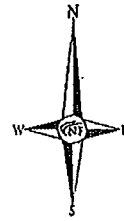
CLIENT:
C.A. KIME, INC.



SCALE DATE DRAWN JOB NO. SHEET
 1" = 100' 12-07-2015 CSH C773-02 3 of 4

Exhibit D

STORM DRAINAGE MAINTENANCE EASEMENT DESCRIPTION / DRAWING



LEGAL DESCRIPTION - POND EASEMENT

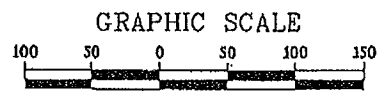
A STORM DRAINAGE MAINTENANCE EASEMENT LOCATED IN PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOV, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 15, THENCE N00°04'00"W ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 15 899.88 FEET TO THE INTERSECTION OF NORTH-SOUTH 1/4 LINE OF SAID SECTION 15 AND THE NORTH LINE OF GRAND RIVER AVENUE (100' WDE); THENCE S71°22'00"E, 35.24 FEET TO THE POINT OF BEGINNING; THENCE N18°37'59"E, 24.31 FEET; THENCE N10°20'05"E, 28.14 FEET; THENCE N35°51'06"E, 12.00 FEET; THENCE N57°42'24"E, 11.67 FEET; THENCE N68°09'50"E, 31.36 FEET; THENCE S71°42'49"E, 141.49 FEET; THENCE S71°07'02"E, 0.90 FEET; THENCE S18°17'06"W, 95.96 FEET; THENCE N71°22'00"W, 183.15 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 16,858.60 SQUARE FEET, OR 0.387 ACRES.

CF
ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257

CLIENT:
C.A. KIME, INC.



(IN FEET)
1 inch = 100 ft.

SCALE DATE DRAWN JOB NO. SHEET
1" = 100' 12-07-2015 CSH C773-02 4 of 4