



cityofnovi.org

# CITY of NOVI CITY COUNCIL

Agenda Item G  
October 26, 2009

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Taft Knolls Condominium Association, Inc. for Taft Knolls Condominium located east of Taft Road and south of 11 Mile Road in Section 22.

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

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

**BACKGROUND INFORMATION:**

The Taft Knolls Condominium Association, Inc. has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the Taft Knolls Condominium (Phase 1), located east of Taft Road and south of 11 Mile Road in Section 15 of the City of Novi. The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's October 19, 2009 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Taft Knolls Condominium Association, Inc. for Taft Knolls Condominium located east of Taft Road and south of 11 Mile Road in Section 22.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

# Taft Knolls

## Location Map



Map Author: Brian Coburn  
Date: 10/1/09  
Project: Taft Knolls  
Version #: 1.0

### 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.

### Map Legend

 Taft Knolls



**City of Novi**  
Department Division  
Department Name  
45175 W Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org

0 60 120 240 360 480  
Feet



1 inch = 317 feet

October 19, 2009

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secrestvurdle.com

Rob Hayes, Public Services Director  
CITY OF NOVI  
45175 West Ten Mile Road  
Novi, Michigan 48375-3024

Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudla@secrestvurdle.com

**Re: Taft Knolls Condominium – SP03-30  
Storm Drainage Facility Maintenance Easement Agreement  
Our File No. 55142.NOV**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for Taft Knolls, Phase I. The City's Consulting Engineer, Stantec, has prepared 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 M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Marina Neumaier, Assistant Finance Director (w/Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Taylor Reynolds and Byron Hanson, Spalding DeDecker (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Jeff Dziedzic, Taft Knolls Condominium Association (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

C:\Nrp\Portb\Nimanage\BKUDLA\1317033\_1.DOC

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

THIS EASEMENT AGREEMENT is made this 19<sup>th</sup> day of OCTOBER, 2009, by and TAFT KNOLLS CONDOMINIUM ASSOCIATION, INC., a Michigan Nonprofit Corporation, whose registered address is 45255 JACOB DRIVE, NOVI, MI 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 of a certain parcel of land situated in Section 22 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A (the "Property"), which consists of a residential site condominium development.

B. The residential site condominium, 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 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 for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained.

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 Drainage and Maintenance Access Easement Area as described and depicted in Exhibit 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 as shown on Exhibit B to the Taft Knolls Condominium, Oakland County Condominium Subdivision Plan No. 1647, as established by the Master Deed recorded at Liber 33732, Pages 001 through 069, inclusive, and all subsequent amendments thereto, 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, pro rata, as to each unit in the Taft Knolls Condominium, 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

TAFT KNOLLS CONDOMINIUM  
ASSOCIATION, INC., a Michigan Nonprofit  
Corporation

[Signature]  
By Jeffrey P. Dziedzic, Its PRESIDENT  
[Signature]  
By Michael Engerer, Its SECRETARY

STATE OF MICHIGAN )  
                                  ) SS  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 19th day of OCTOBER, 2009 by Jeffrey Dziedzic and Michael Engerer, the BOARD of TAFT KNOLLS CONDOMINIUM ASSOCIATION, INC., a Michigan Nonprofit Corporation.

Claudia Moses-Thach  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 1/20/2012

CLAUDIA MOSES-THACH  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jan. 20, 2012  
Acting in the County of Oakland

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 \_\_\_\_\_ 200\_\_, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by:

Elizabeth M. Kudla  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040

And when recorded return to:

Maryanne Cornelius, City Clerk  
City of Novi  
45175 W. Ten Mile Rd  
Novi, MI 48375

C:\NrPortb\lmanage\BKUDLA\1302862\_1.DOC

**DRAINAGE AND MAINTENANCE  
ACCESS EASEMENT**

A parcel of land described for Drainage and Maintenance Access Easement dedication, being described as follows: Commencing at the Northwest corner of Lot 6, "Munro Subdivision", a recorded plat, as recorded in Liber 61 of plats, page 26, Oakland County Records, Oakland County, Michigan; thence S87°28'57"E 1,003.30 feet along the northerly line of said Lot 6 for the **POINT OF BEGINNING**; thence S87°28'57"E 275.06 feet along the northerly line of said Lot 6 to the easterly line of said Lot 6; thence S01°16'00"W 330.00 feet along the easterly line of said Lot 6 to the southerly line of said Lot 6; thence N87°28'53"W 295.56 feet along the southerly line of said Lot 6; thence N01°33'05"W 20.22 feet; thence N14°04'55"E 61.07 feet; thence N04°17'44"E 80.04 feet; thence N87°28'53"W 135.00 feet; thence N02°31'07"E 9.92 feet; thence S87°28'52"E 135.00 feet; thence N02°31'07"E 160.00 feet to the **POINT OF BEGINNING**. Containing **94,174.10** square feet or **2.162** acres of land, more or less. Subject to easements, restrictions and other pertinent instruments.