



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item J
August 27, 2018

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Novi Investment Partners, LLC, for the Oakland County 52nd District Court project located at 48150 Grand River Avenue (parcel 22-17-226-003).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Novi Investment Partners, LLC, the owner of the Oakland County District Court, 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 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 an underground stormwater quality unit and is providing an access easement to the system. The owner is also responsible for maintaining the pipes, storm sewer structures, and open channels leading to and from the on-site sewer system.

The enclosed agreement has been favorably reviewed by the City Engineering Consultant (Spalding DeDecker, July 18, 2018) and the City Attorney (Beth Saarela, July 31, 2018) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Novi Investment Partners, LLC, for the Oakland County 52nd District Court project located at 48150 Grand River Avenue (parcel 22-17-226-003).

Oakland County District Court

Location Map

Twelve Mile Rd

Oakland County District Court

Grand River Ave

Providence Pkwy

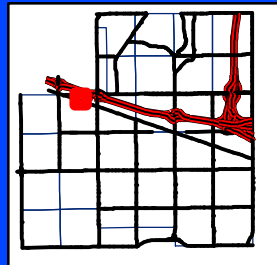
Providence Pkwy

Map Author: Theresa Bridges
Date: August 14, 2018
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

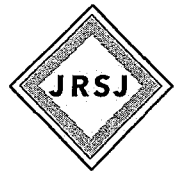
Feet
0 40 80 160 240

1 inch = 197 feet



ELIZABETH KUDLA SAARELA
esaarela@jrsjlaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.jrsjlaw.com



JOHNSON ROSATI
SCHULTZ JOPPICH

July 31, 2018

Jeffrey Herczeg, Director of Public Services
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Oakland County 52-1 Security JSP 17-0047
*Storm Drainage Facility Maintenance Easement Agreement***

Dear Mr. Herczeg:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Oakland County 52-1 District Court. 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,

JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

Enclosures

Jeffrey Herczeg, Director of Public Services

City of Novi

July 31, 2018

Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 3rd day of May, 2018, by and between Novi Investment Partners, a Massachusetts Limited Liability Company, whose address is 232 Summit Ave, Suite 103, Brookline, MA 02446 (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 additional parking and driveway development on the Property.
- B. The additional parking and driveway development, shall contain certain storm drainage facilities, including but not limited to, a pretreatment structure, for the collection, conveyance, 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 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 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

KEL

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 and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the pretreatment structure within the Easement Area described and depicted in **Exhibit C**, 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.



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:
Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Rd
Novi, MI 48375



Exhibit A – Legal Description

PROPERTY DESCRIPTION

(PER WARRANTY DEED AS RECORDED IN LIBER 36599, PAGE 217, OAKLAND COUNTY RECORDS.)

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 17 AND PROCEEDING ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17, SOUTH 02 DEGREES 46 MINUTES 41 SECONDS EAST 382.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 26 MINUTES 47 SECONDS EAST 692.00 FEET; THENCE SOUTH 16 DEGREES 33 MINUTES 03 SECONDS WEST 325.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE (100 FEET WIDE); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 73 DEGREES 26 MINUTES 47 SECONDS WEST 578.00 FEET TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17, NORTH 02 DEGREES 46 MINUTES 41 SECONDS WEST 344.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A WATER RETENTION EASEMENT MORE PARTICULARLY DESCRIBED IN A WATER RETENTION AGREEMENT RECORDED IN LIBER 14917, PAGE 754, OAKLAND COUNTY RECORDS.

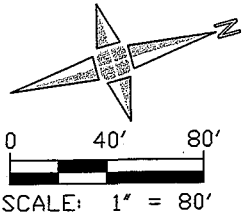
TAX PARCEL NO.: 22-17-226-003

COMMON ADDRESS: 48150 GRAND RIVER AVENUE, NOVI, MI 48374



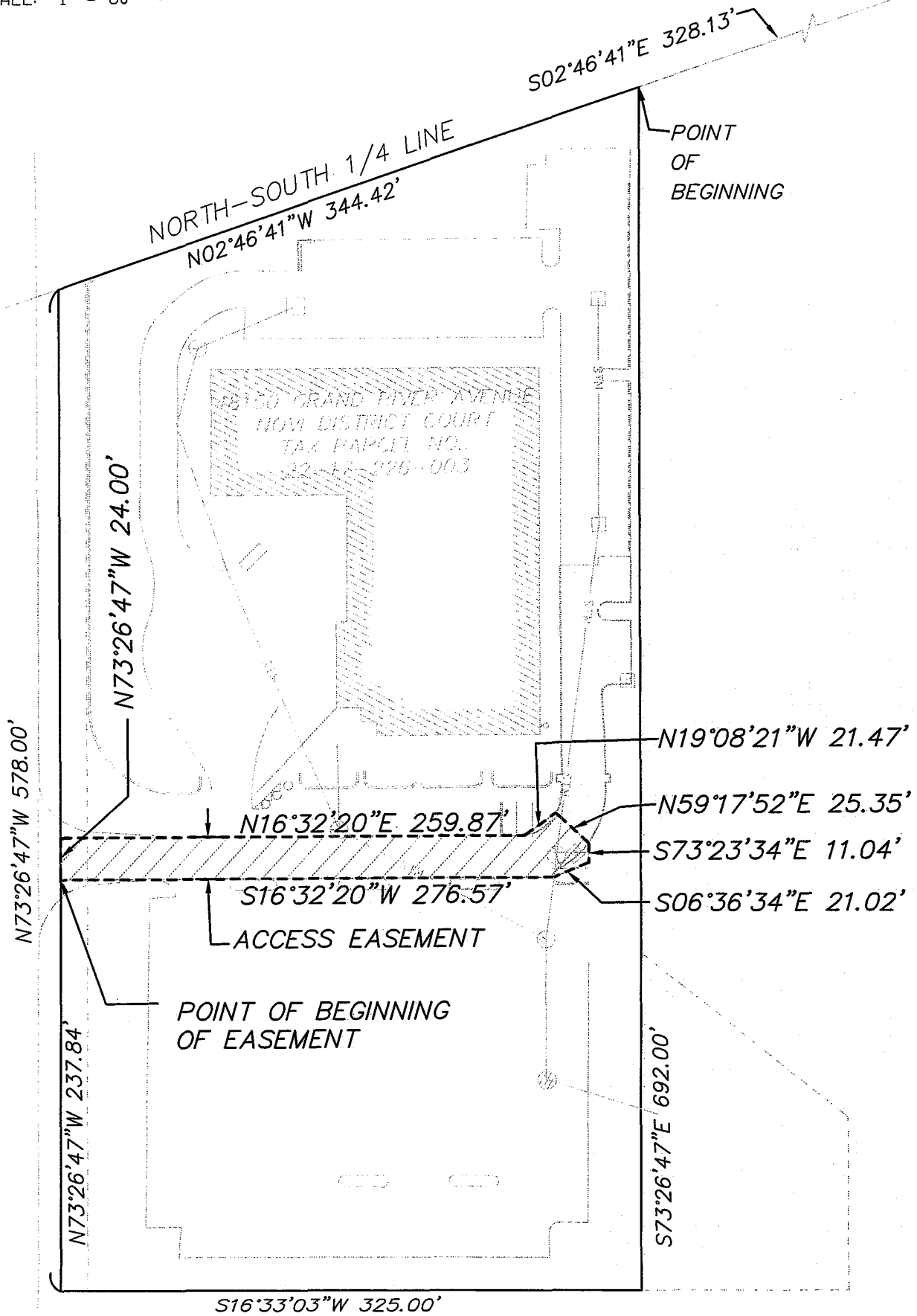
**Exhibit B to Storm Drainage Facility
Maintenance Agreement
Novi District Court 52-1**

Tasks	Components	Paved Area	Pervious Areas	Storm Drainage System	Catch Basin	Sediment Control Structure	Schedule	Cost
INSPECT FOR SEDIMENT ACCULATION	X	X		X	X	X	ANNUALLY	\$50
REMOVAL OF SEDIMENT ACCULATION	X	X		X	X	X	2YRS/ AS NEEDED	\$500
INSPECT FOR FLOATABLES AND DEBRIS				X	X	X	ANNUALLY	\$50
REMOVAL OF FLOATABLES AND DEBRIS				X	X	X	AS NEEDED	\$100
INSPECTION FOR EROSION			X				ANNUALLY	\$50
MOWING/LAWN MAINTENANCE			X				AS NEEDED	\$50
REESTABLISH VEGETATION			X				AS NEEDED	\$200
RECORD KEEPING OF INSPECTIONS AND MAINTENANCE							ANNUALLY	\$50
							ESTIMATED ANNUAL COST	\$1,050



POINT OF COMMENCEMENT
 NORTH 1/4 CORNER
 OF SECTION 17,
 T.-01-N., R.-08-E.,
 CITY OF NOVI,
 OAKLAND COUNTY, MI
 L.16874, P.139

GRAND RIVER AVENUE (VARIABLE WIDTH)



Know what's below.
 Call before you dig.

52-2 DISTRICT COURT NOVI

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

ACCESS EASEMENT

giffels webster
 Engineers Surveyors Planners
 Landscape Architects

28 West Adams Road
 Suite 1200
 Detroit, MI 48226
 p (313) 962-4442
 f (313) 962-5068
 www.giffelswebster.com

Executive: C.A.A.
 Manager: A.L.G.
 Designer: J.A.B.
 Quality Control: A.L.G.
 Section: SECTION 17
 T-01-N R-08E

DATE:		ISSUE:	
Date	Issue	Date	Issue

Date: 03.21.18
 Scale: 1"=80'
 Sheet: 1 OF 2
 Project: 18833.60

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PROPERTY DESCRIPTION

(PER WARRANTY DEED AS RECORDED IN LIBER 36599, PAGE 217, OAKLAND COUNTY RECORDS.)

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 17 AND PROCEEDING ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17, SOUTH 02 DEGREES 46 MINUTES 41 SECONDS EAST 382.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 26 MINUTES 47 SECONDS EAST 692.00 FEET; THENCE SOUTH 16 DEGREES 33 MINUTES 03 SECONDS WEST 325.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE (100 FEET WIDE); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 73 DEGREES 26 MINUTES 47 SECONDS WEST 578.00 FEET TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17, NORTH 02 DEGREES 46 MINUTES 41 SECONDS WEST 344.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A WATER RETENTION EASEMENT MORE PARTICULARLY DESCRIBED IN A WATER RETENTION AGREEMENT RECORDED IN LIBER 14917, PAGE 754, OAKLAND COUNTY RECORDS.

TAX PARCEL NO.: 22-17-226-003
COMMON ADDRESS: 48150 GRAND RIVER AVENUE, NOVI, MI 48374

ACCESS EASEMENT

(PART OF TAX PARCEL NO.: 22-17-226-003)

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 17 AND PROCEEDING ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17; SOUTH 02 DEGREES 46 MINUTES 41 SECONDS EAST 382.13 FEET; THENCE SOUTH 73 DEGREES 26 MINUTES 47 SECONDS EAST 692.00 FEET; THENCE SOUTH 16 DEGREES 33 MINUTES 03 SECONDS WEST 325.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE (100 FEET WIDE); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 73 DEGREES 26 MINUTES 47 SECONDS WEST 237.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 73 DEGREES 26 MINUTES 47 SECONDS WEST 24.00 FEET; THENCE NORTH 16 DEGREES 32 MINUTES 20 SECONDS EAST 259.87 FEET, THENCE NORTH 19 DEGREES 08 MINUTES 21 SECONDS WEST 21.47 FEET; THENCE NORTH 59 DEGREES 17 MINUTES 52 SECONDS EAST 25.35 FEET; THENCE SOUTH 73 DEGREES 23 MINUTES 34 SECONDS EAST 11.04 FEET; THENCE SOUTH 06 DEGREES 36 MINUTES 34 SECONDS EAST 21.02 FEET; THENCE SOUTH 16 DEGREES 32 MINUTES 20 SECONDS WEST 276.57 FEET TO THE POINT OF BEGINNING.



Know what's below.
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52-2 DISTRICT COURT NOVI

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

ACCESS EASEMENT

**giffels
webster**
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Landscape Architects

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Suite 1200
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Date		Issue	

Date: 03.21.18
Scale: N/A
Sheet: 2 OF 2
Project: 18833.60

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Commonly Known As: 48150 Grand River Avenue, Novi, MI

TITLE SEARCH

Effective Date: March 12, 2018

The land referred to in this search is situated in the City of Novi, County of Oakland, State of Michigan, as follows:

A parcel of land in the Northeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of Section 17 and proceeding along the North and South 1/4 line of said Section 17; thence South 02 degrees 46 minutes 41 seconds East 382.13 feet to the point of beginning; thence South 73 degrees 26 minutes 47 seconds East 692.00 feet; thence South 16 degrees 33 minutes 03 seconds West 325.00 feet to a point on the Northerly right of way line of Grand River Avenue (100 feet wide); thence along said Northerly right of way line North 73 degrees 26 minutes 47 seconds West 578.00 feet to a point on the North and South 1/4 line of said Section 17; thence along the North and South 1/4 line of said Section 17, North 02 degrees 46 minutes 41 seconds West 344.42 feet to the point of beginning.

Last grantee of record:

Novi Investment Partners, LLC, a Massachusetts limited liability company

THIS SEARCH IS LIMITED TO TITLE DEED, EASEMENTS, RIGHTS OF WAY, IF ANY:

1. Title Deed: Warranty Deed recorded in Liber 48303, Page 345, Oakland County Records.
2. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 4105, Page 730, Oakland County Records.
3. Easement for sanitary sewer purposes vested in City of Novi by instrument recorded in Liber 10359, Page 152 and Liber 10359, Page 167, Oakland County Records.
4. Easement for water main purposes vested in City of Novi by instrument recorded in Liber 11521, Page 573 and 11521, Page 576, Oakland County Records.
5. Water Retention Easement Agreement as recorded in Liber 14917, Page 754, Oakland County Records.

COUNTERSIGNED:

ATA National Title Group, LLC



Elie Kaplan

AUTHORIZED SIGNATORY

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

ATA National Title Group, LLC
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-7135 Fax:(248) 338-3045

July 18, 2018

Theresa Bridges, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Oakland County Courthouse - Acceptance Documents Review
Novi # JSP17-0047
SDA Job No. NV17-239
EXHIBITS APPROVED

Dear Ms. Bridges:

We have reviewed the Acceptance Document Package received by our office on July 3, 2018 against the Final Site Plan (Stamping Set) approved on November 03, 2017. We offer the following comments:

Initial Acceptance Documents:

- 1. Storm Drainage Facility / Maintenance Easement Agreement** – Exhibits A, B, C, & D Approved.

Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary.

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 September 22, 2017 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, EIT
Engineer



Cc (via Email):

Cortney Hanson, City Clerk
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
George Melistas, City Engineering Senior Manager
Angie Sosnowski, City Community Development Bond Coordinator
Darcy Rehtien, City Construction Engineer
Beth Saarela, Johnson Rosati, Schultz, Joppich PC