



CITY of NOVI CITY COUNCIL

Agenda Item F
February 5, 2018

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from GR Meadowbrook, LLC for the Huntley Manor project located south of Grand River Avenue, west of Meadowbrook Road (parcel 50-22-23-251-023).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer for Huntley Manor, GR Meadowbrook, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the stormwater management system associated with the project, located south of Grand River Avenue and west of Meadowbrook Road.

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 in order to properly maintain their privately owned on-site stormwater system. The agreement also contains a provision, labeled as Exhibit B, which permits the City to perform maintenance of the privately owned on-site stormwater 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 the stormwater detention basin and is providing access to the basin. The owner is also responsible for maintaining the pipes, manholes, and open channels leading to and from the on-site stormwater system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, November 27, 2017), and the City Engineering consultant (Spalding DeDecker, November 22, 2017), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from GR Meadowbrook, LLC for the Huntley Manor project located south of Grand River Avenue, west of Meadowbrook Road (parcel 50-22-23-251-023).

Huntley Manor

Location Map

Huntley Manor Site

Grand River Ave

Portico Ln

Orianna Ln

Grandview Ln

Fountain Park Dr E

Fountain Park Dr N

Fountain Park Dr S

Midtown Cir

Cherry Hill Rd

Ridge Rd E

Kings Pointe Dr

Upland Hill Dr

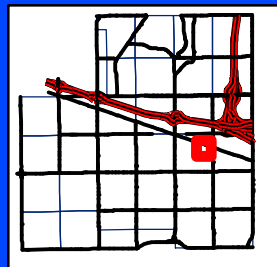
Ridge Rd W

Map Author: Theresa Bridges
Date: January 22, 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



1 inch = 250 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.jrslaw.com

November 27, 2017

George D. Melistas, Engineering Senior Manager
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

Re: Huntley Manor JSP 16-0034
Acceptance Documents

Dear Mr. Melistas:

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 Huntley Manor 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.

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

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth K. Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures to follow upon receipt)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)

George Melistas, Engineering Senior Manager

November 27, 2017

Page 2

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Theresa Bridges, Construction Engineer (w/Enclosures)

Darcy Rechten, Plan Review Engineer (w/Enclosures)

Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)

Mark Kassab, GR Meadowbrook, LLC (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 17th day of April, 2017, by and between GR Meadowbrook, a Michigan Limited Liability Company, whose address is 31550 Northwestern Hwy. Ste. #220, Farmington Hills, MI 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 23 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 Apartment development on the Property.

- B. The Apartment 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 public road known as Cherry Hill 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 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.

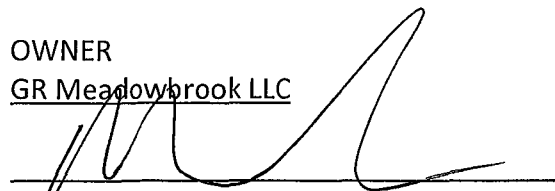
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

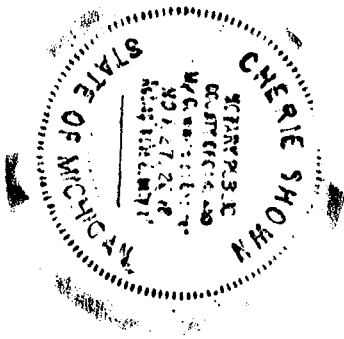
OWNER
GR Meadowbrook LLC



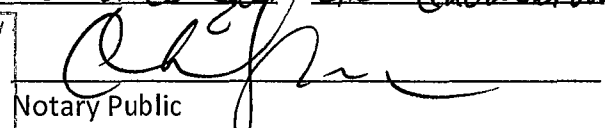
By: Mark Kassab
Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17 day of April, 2017
by Mark Kassab, as the Authorized Agent of GR Meadowbrook



CHARLIE SHOWN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Nov. 27, 2018
Acting in the County of



Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 11/27/18

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

HUNTLEY MANOR

LEGAL DESCRIPTION
SUBJECT PROPERTY

A Part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East 1/4 corner of said Section 23; thence South 86°49'00" West, 667.85 feet, (previously recorded as South 86°52'16" West, 669.71 feet), along the East and West 1/4 line of said Section 23 and the Northerly line of "Meadowbrook Glens Subdivision No.3", as recorded in Liber 145 of Plats, Pages 1, 2, 3, and 4, Oakland County Records, for a POINT OF BEGINNING; thence South 87°06'29" West, 153.14 feet, along the East and West 1/4 line of said Section 23 and the Northerly line of said "Meadowbrook Glens Subdivision No.3"; thence South 86°48'16" West, 895.90 feet, along the East and West 1/4 line of said Section 23 and the Northerly line of said "Meadowbrook Glens Subdivision No.3"; thence South 86°50'36" West, 74.19 feet, along the East and West 1/4 line of said Section 23 and the Northerly line of said "Meadowbrook Glens Subdivision No.3", to a point (said point being North 87°05'38" East, 179.45 feet and North 86°50'36" East, 694.95 feet from the Center of said Section 23); thence North 02°55'23" West, 1266.88 feet, (previously recorded as North 02°51'49" West, 1267.16 feet, to a point on the Southerly right-of-way line of Grand River Avenue (100 feet wide); thence South 73°47'42" East, 1033.71 feet, (previously recorded as South 73°44'09" East, 1036.06 feet), along the Southerly right-of-way line of said Grand River Avenue; thence South 02°33'23" East, 46.23 feet; thence South 11°01'50" West, 69.11 feet; thence South 79°07'09" East, 16.69 feet; thence South 02°33'23" East, 165.92 feet; thence South 73°42'54" East, 160.03 feet; thence South 02°52'09" East, 15.88 feet, (previously recorded as South 00°19'55" West); thence South 02°39'05" East, 571.95 feet, (previously recorded as South 02°23'56" East, 565.91 feet), to the Point of Beginning. All of the above containing 26.62 Acres. All of the above being subject to easements, restrictions and right of ways of record. All of the above being subject to the rights of the public in Grand River Avenue.

Tax ID: 50-22-23-251-023

Exhibit B
Huntley Manor

Storm drainage Facility Maintenance Easement Agreement

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>Annual Estimated Cost for Maintenance & Repairs</u>		
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
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 outfall 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 outfall erosion.	\$200	\$206	\$212
Total:			\$750	\$773	\$796

EXHIBIT C

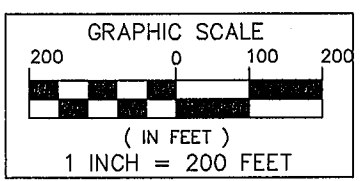
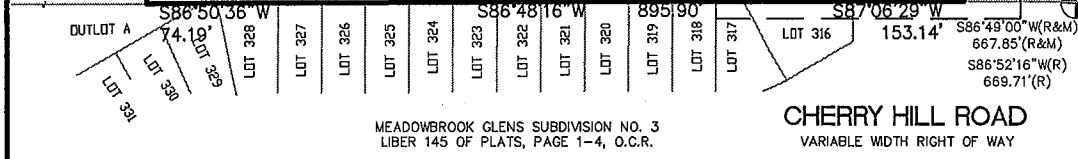
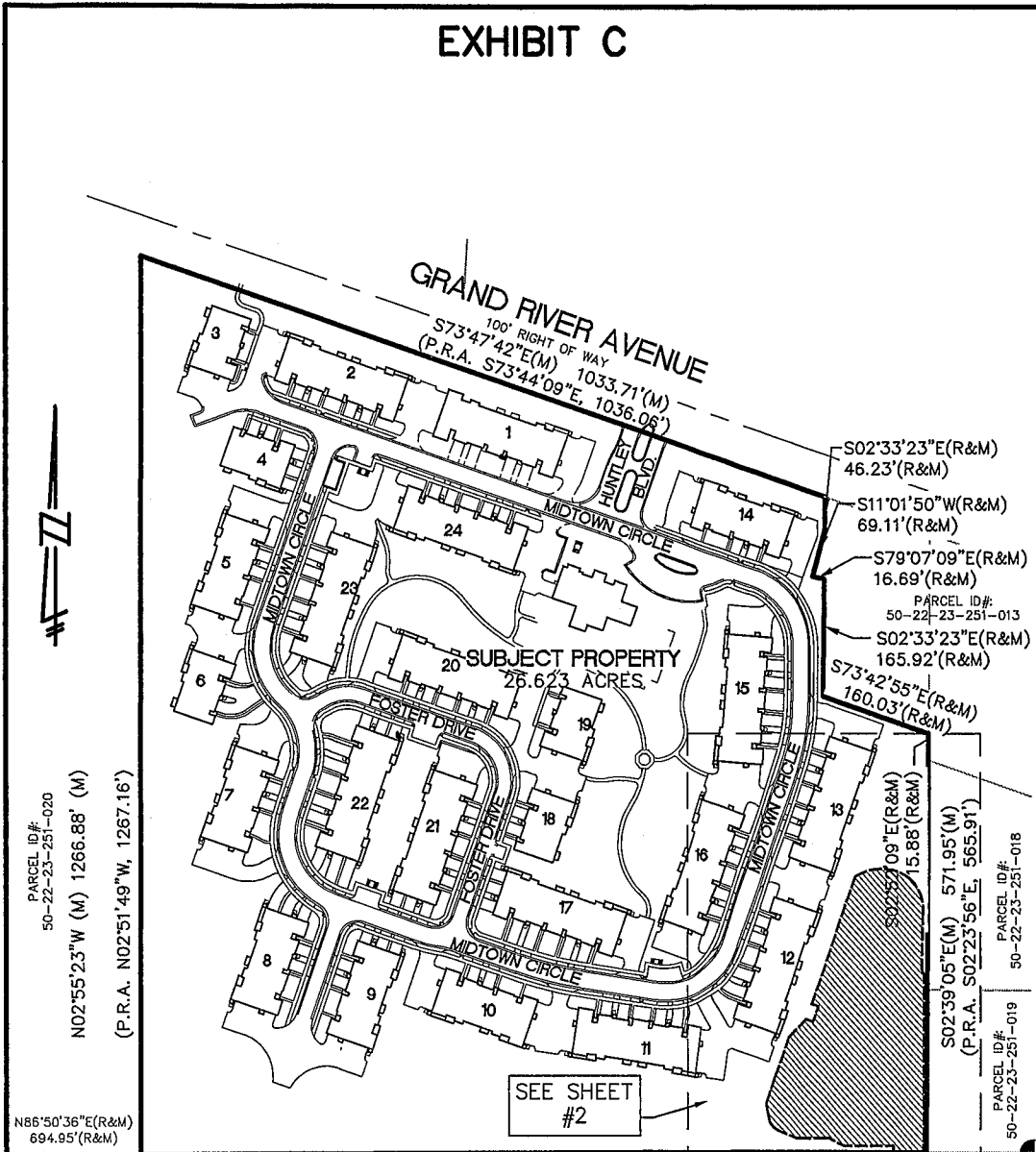
HUNTLEY MANOR

LEGAL DESCRIPTION

DETENTION/SEDIMENTATION BASIN EASEMENT

A Detention/Sedimentation Basin Easement, located in a Part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East 1/4 corner of said Section 23; thence South 86°49'00" West, 667.85 feet, (previously recorded as South 86°52'16" West, 669.71 feet), along the East and West 1/4 line of said Section 23 and the Northerly line of "Meadowbrook Glens Subdivision No.3", as recorded in Liber 145 of Plats, Pages 1, 2, 3, and 4, Oakland County Records; thence South 87°06'29" West, 3.91 feet, along the East and West 1/4 line of said Section 23 and the Northerly line of said "Meadowbrook Glens Subdivision No.3", for a POINT OF BEGINNING; thence continuing South 87°06'29" West, 43.10 feet, along the East and West 1/4 line of said Section 23 and the Northerly line of said "Meadowbrook Glens Subdivision No.3"; thence North 04°57'06" West, 9.63 feet; thence South 86°50'11" West, 70.30 feet; thence North 67°20'16" West, 25.44 feet; thence South 86°15'25" West, 43.99 feet; thence North 71°23'50" West, 28.98 feet; thence North 55°19'51" West, 8.17 feet; thence North 41°46'07" West, 7.95 feet; thence North 20°52'12" West, 7.92 feet; thence North 13°32'28" West, 19.81 feet; thence North 16°05'25" East, 39.88 feet; thence North 16°01'48" East, 58.07 feet; thence North 42°44'12" East, 35.66 feet; thence South 74°57'41" East, 9.95 feet; North 15°53'47" East, 22.87 feet; thence North 74°46'20" West, 9.99 feet; thence North 16°10'22" East, 188.61 feet; thence 86.17 feet along a curve to the right, said curve having a radius of 68.73 feet, a central angle of 71°49'41" and a chord bearing and distance of North 89°19'38" East, 80.63 feet; thence 55.10 feet along a curve to the right, said curve having a radius of 56.93 feet, a central angle of 55°27'13" and a chord bearing and distance of South 21°02'08" East, 52.97 feet; thence 75.13 feet along a curve to the right, said curve having a radius of 1472.76 feet, a central angle of 02°55'22" and a chord bearing and distance of South 01°48'18" East, 75.12 feet; thence South 23°18'12" East, 9.79 feet; thence South 02°52'20" East, 248.21 feet, to the Point of Beginning. All of the above containing 1.436 Acres.

EXHIBIT C



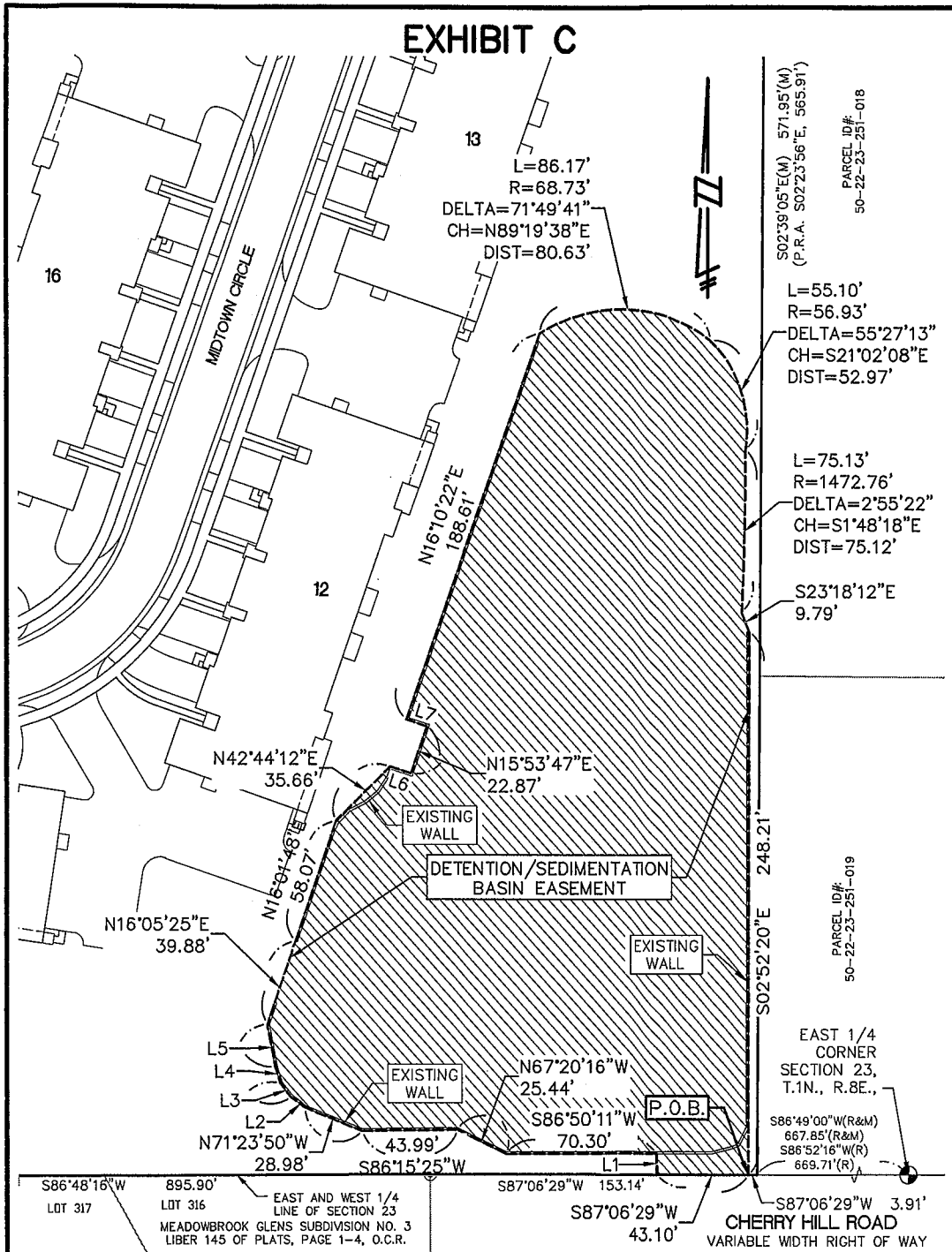
SUBJECT PROPERTY & SHEET INDEX

SEIBER, KEAST ENGINEERING, L.L.C.
 CONSULTING ENGINEERS
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
 PHONE: 248.308.3331 EMAIL: Info@seiberkeast.com

HUNTLEY MANOR
 SECTION 23, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 200'
DATE:	9-24-2015
JOB NO.:	12-019
DWG FILE:	12-019ESMT-ST-1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 2

EXHIBIT C



S86°48'16"W LOT 317
 895.90' LOT 316
 EAST AND WEST 1/4 LINE OF SECTION 23
 MEADOWBROOK GLENS SUBDIVISION NO. 3
 LIBER 145 OF PLATS, PAGE 1-4, O.C.R.

S02°39'05"E(M) 571.95'(M)
 (P.R.A., S02°23'56"E, 565.91')
 PARCEL ID#:
 50-22-23-251-018

L=55.10'
 R=56.93'
 DELTA=55°27'13"
 CH=S21°02'08"E
 DIST=52.97'

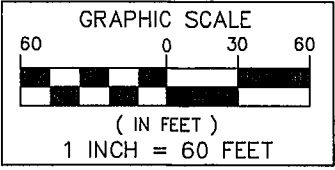
L=75.13'
 R=1472.76'
 DELTA=2°55'22"
 CH=S1°48'18"E
 DIST=75.12'

PARCEL ID#:
 50-22-23-251-019

EAST 1/4 CORNER SECTION 23, T.1N., R.8E.,
 S86°49'00"W(R&M) 667.85'(R&M)
 S86°52'16"W(R) 669.71'(R)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N04°57'06"W	9.63'
L2	N55°19'51"W	8.17'
L3	N41°46'07"W	7.95'
L4	N20°52'12"W	7.92'
L5	N13°32'28"W	19.81'
L6	S74°57'41"E	9.95'
L7	N74°48'20"W	9.99'

DETENTION/SEDIMENTATION BASIN EASEMENT AREA (1.436 ACRES)



DETENTION/SEDIMENTATION BASIN EASEMENT

SEIBER, KEAST ENGINEERING, L.L.C.
 CONSULTING ENGINEERS
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
 PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

HUNTLEY MANOR
 SECTION 23, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	9-24-2015
JOB NO.:	12-019
DWG FILE:	12-019ESMT-ST-1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 2

November 22, 2017

Mark Kassab
GR Meadowbrook LLC
31550 Northwestern Hwy, Ste 220
Farmington Hills, Michigan 48334

Re: Huntley Manor - Acceptance Documents Review
Novi # JSP16-0034
SDA Job No. NV17-213
FINAL DOCUMENTS APPROVED

Dear Mr. Kassab:

We have reviewed the Acceptance Document Package received by our office on November 22, 2017 against the Final Site Plan (Stamping Set) approved on May 24, 2017 and against our as-built field records. We offer the following comments:

Final Acceptance Documents

1. On-Site Water System Easement – (executed April 17, 2017) – Exhibits Approved.
2. On-Site Sanitary Sewer Easement – (executed April 15, 2017) – Exhibits Approved.
3. On-Site Sanitary Monitoring Manhole Access Easement – (executed May 12, 2017) – Exhibits Approved.
4. Storm Drainage Facility / Maintenance Easement Agreement – (executed April 15, 2017) – Exhibits Approved.
5. Sidewalk Easement – (executed: May 12, 2017) – Exhibits Approved.
6. Emergency Access Easement – (unexecuted: exhibit dated 06-29-17) – Exhibits Approved.
7. Bills of Sale: Sanitary Sewer System and Water Supply System – (executed: November 10, 2017) – Exhibits Approved
8. Full Unconditional Waivers of Lien from contractors installing public utilities – PROVIDED.
9. Sworn Statement - PROVIDED

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 6, 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

Taylor E. Reynolds, PE
Senior Project Engineer

- Cc (via Email):
- George Melistas, City Engineering Senior Manager
 - Cortney Hanson, City Clerk
 - Beth Saarela, Johnson Rosati, Schultz, Joppich PC
 - Sarah Marchioni, City Building Project Coordinator
 - Ted Meadows, Spalding DeDecker
 - Theresa Bridges, City Construction Engineer
 - Darcy Rehtien, City Construction Engineer
 - Angie Pawlowski, City Community Development Bond Coordinator
 - Robert Emerine, PE, Seiber Keast Engineering, LLC