



CITY of NOVI CITY COUNCIL

Agenda Item D
September 12, 2016

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement with Park Place South of Novi, LLC for the Chamberlin Crossings residential project located east of Napier Road and north of Eight Mile Road.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

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CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer for Chamberlin Crossings, Park Place South of Novi, LLC, requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the Chamberlin Crossings residential development project, located east of Napier Road and north of Eight Mile Road.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the eventual property owner (the development's Homeowners Association) to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance on 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 the 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 storm water system.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's August 22, 2016 letter, attached) and is recommended for approval.

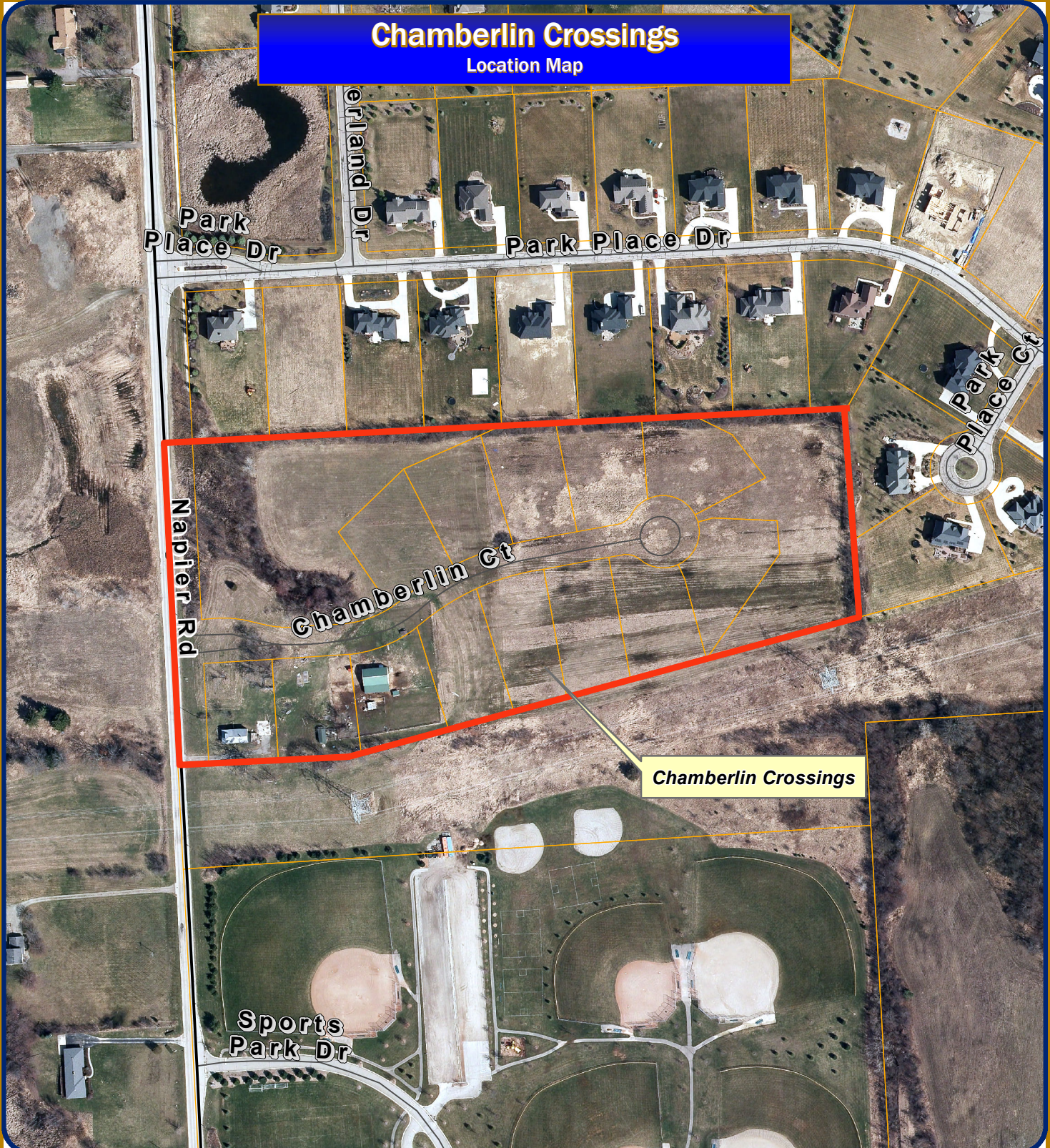
RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement with Park Place South of Novi, LLC, for Chamberlin Crossings residential project located east of Napier Road and north of Eight Mile Road.

	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				

Chamberlin Crossings

Location Map







Map Author: Rasha Majzoub
 Date: 08/30/2016
 Project:
 Version #:

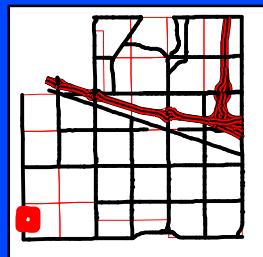
Amended By:
 Date:
 Department:

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.

Legend

-  Tax Parcels
-  Freeway
-  Major Streets
-  Minor Streets



City of Novi

Engineering Division
 Department of Public Services
 26300 Lee BeGole Drive
 Novi, MI 48375
 cityofnovi.org





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

August 22, 2016

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

**Re: Chamberlin Crossings JSP 14-82
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 Chamberlin Crossings residential site condominium 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.

Very truly yours,

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

Elizabeth Kudla Saarela

EKS

Rob Hayes, Public Services Director

August 22, 2016

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Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Angie Pawlowski, Building Project Bond Coordinator (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Sarah Marchioni, Building Project Coordinator (w/Enclosures)
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Michael Giddings, Park Place South of Novi, LLC (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 11TH day of AUGUST 2016 by and between Park Place South of Novi, LLC, a Michigan limited liability company, whose address is 31550 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334 (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 31 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 site condominium development on the Property. Owner intends to establish the Property as a condominium project to be known as Chamberlin Crossings ("Development").

B. The 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 to the Detention/Sedimentation Basin Easement Area 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 shall be 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.

Once the Master Deed is recorded for Chamberlin Crossings the Owner shall establish the Condominium Association ("Association") as a Michigan non-profit corporation to operate and maintain the storm water drainage system. Once the Master Deed is recorded and the Association is established it shall be the Association's responsibility to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition. In the event of dissolution of the Association, and/or termination of the Condominium, the individual lot owners within the Development shall be responsible, on a pro rata basis, to maintain the storm drainage, detention and retention facilities within the development, at each one's own cost.

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.

Park Place South of Novi, LLC, a Michigan limited liability company

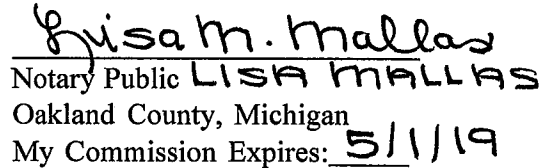

MICHAEL GIODINO


By: JAMES M. GALBRAITH
Its: AUTHORIZED SIGNER

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by James Galbraith as the Authorized of Park Place South of Novi, LLC, a Michigan limited liability company.

Signer


Notary Public LISA MALLAS
Oakland County, Michigan
My Commission Expires: 5/1/19

LISA M. MALLAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 1, 2019
ACTING IN 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 this _____ day of _____, 2016, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted By:
Elizabeth K. 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 Road
Novi, MI 48375

EXHIBIT A

LEGAL DESCRIPTION OF A 16.13 ACRE
PARCEL OF LAND LOCATED IN THE NW ¼
OF SECTION 31, T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

The South 19 acres of the West ½ of the Northwest ¼ of Section 31, Town 1North, Range 8 East, City of Novi, Oakland County, Michigan. EXCEPT: Beginning at a point 343 feet East from the Southwest corner of the Northwest ¼ of Section 31; thence East 992.73 feet; thence North 00 degrees 10 minutes 45 seconds East 204.30 feet; thence South 78 degrees 22 minutes 45 seconds West 1014.30 feet to the point of beginning. Excepting Right of Way in Favor of the County of Oakland and Covenants, Conditions and Restrictions contained in instrument recorded in Liber 44 MR, page 391.

Being more particularly described as:

Commencing at the W ¼ Corner of Section 31, T1N, R8E, City of Novi, Oakland County, Michigan; thence along the E-W ¼ line of Section 31 N 86°22'45" E 33.00 feet to the POINT OF BEGINNING,

thence along the East line of Napier Road N 02°53'46" W (Recorded as N 00°18'27" E) 627.30 feet;

thence along the South line of "PARK PLACE SUBDIVISION" N 87°08'09" E (Recorded as S 89°39'38" E) 1296.78 feet;

thence along the West line of "PARK PLACE SUBDIVISION" S 03°27'54" E (Recorded as S 00°15'41" E) 405.85 feet;

thence S 74°45'36" W 1014.28 feet to a point on the E-W ¼ line of said Section 31;

thence along the E-W ¼ line of said Section 31 S 86°22'45" W 310.00 feet to the POINT OF BEGINNING. Containing 16.13 acres of land more or less and being a part of the NW ¼ of said Section 31, T1N, R8E, City of Novi, Oakland County, Michigan. Subject to easement and restrictions of record if any.

Exhibit B
Chamberlin Crossings 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.	\$400	\$420	\$440
Detention Basin	Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks. Check for soil caking around standpipes.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks. Remove caking from around standpipe.	\$1,000	\$1,050	\$1,100
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion. Re-vegetate as necessary.	\$600	\$630	\$660
Oil & Gas Separators	After each storm that meets or exceeds a 10-year storm event, inspect & clean out as necessary.	Remove sediment and debris clogging sediment tank.	\$600	\$650	\$700
Total:			<u>\$2,600</u>	<u>\$2,750</u>	<u>\$2,900</u>

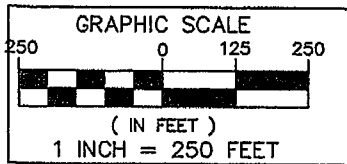
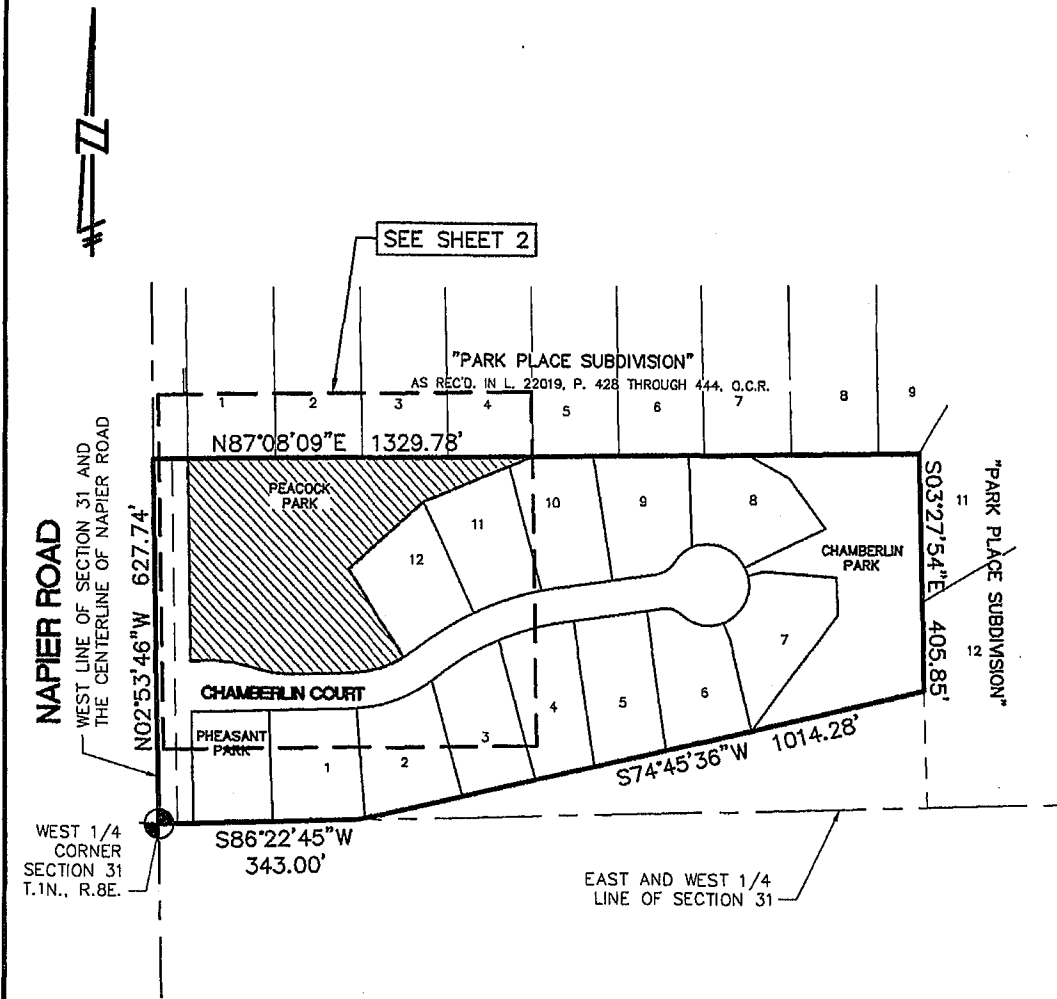
EXHIBIT C

Job No. 14-012
"CHAMBERLIN CROSSINGS"

LEGAL DESCRIPTION DETENTION/SEDIMENTATION BASIN EASEMENT

A Detention/Sedimentation Basin Easement located in the Northwest 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the West 1/4 Corner of said Section 31; thence North 02°53'46" West, 627.74 feet, along the West line of said Section 31 and the centerline of Napier Road, to a point on the Southerly line of "Park Place Subdivision", as recorded in Liber 22019 of Plats, Pages 428 through 444, inclusive, Oakland County Records; thence North 87°08'09" East, 60.00 feet, along the Southerly line of said "Park Place Subdivision", for a POINT OF BEGINNING; thence continuing North 87°08'09" East, 600.34 feet, along the Southerly line of said "Park Place Subdivision"; thence South 66°03'58" West, 207.47 feet; thence South 46°08'21" West, 176.79 feet; thence South 35°08'41" East, 178.37 feet; thence 102.51 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 29°22'02" and a chord bearing and distance of South 71°41'45" West, 101.39 feet; thence South 86°22'45" West, 92.96 feet; thence 58.74 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 16°49'39" and a chord bearing and distance of North 85°12'25" West, 58.53 feet; thence North 76°47'36" West, 30.65 feet; thence 58.74 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 16°49'39" and a chord bearing and distance of North 85°12'25" West, 58.53 feet; thence South 86°22'45" West, 32.24 feet; thence North 02°53'46" West, 345.93 feet, to the Point of Beginning. All of the above containing 3.034 Acres.

EXHIBIT C



SUBJECT PROPERTY & SHEET INDEX



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

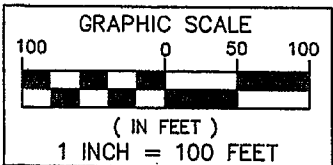
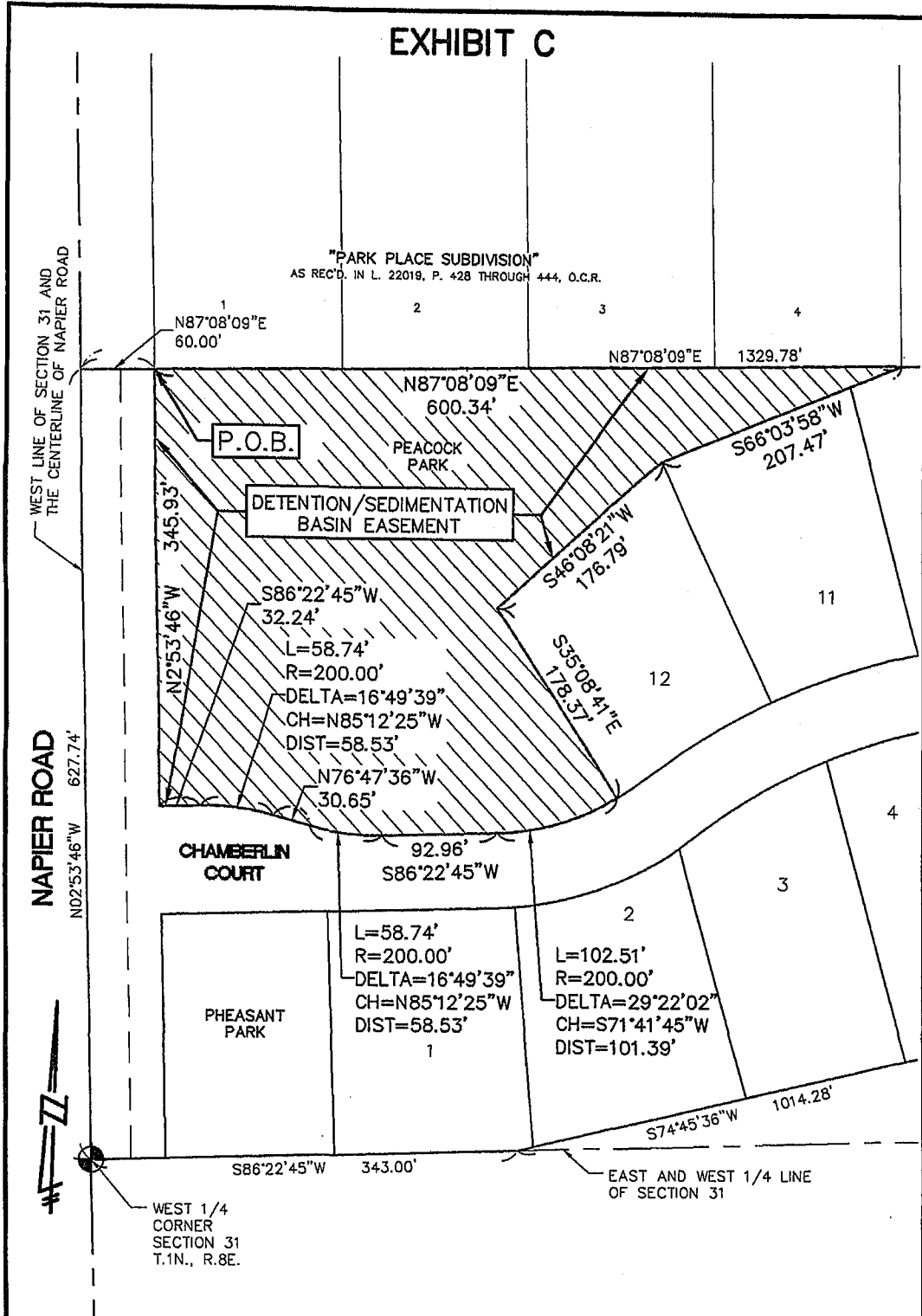
CONSULTING ENGINEERS
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
 PHONE: 248.308.3331 EMAIL: info@seiberkeast.com


CHAMBERLIN CROSSINGS

SECTION 31, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	7-20-2015
JOB NO.:	14-012
DWG FILE:	4-012ESMT-ST-1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 2

EXHIBIT C



 DETENTION/SEDIMENTATION BASIN EASEMENT (3.034 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

CHAMBERLIN CROSSINGS
SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	7-20-2015
JOB NO.:	14-012
DWG FILE:	14-012ESMT-ST-1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 2

August 3, 2016

Mrs. Theresa C. Bridges
Construction Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: Chamberlin Crossings
Storm Water Detention System Inspection
Novi SP No.: JSP14-0082
SDA Job No.: NV15-239

Dear Mrs. Bridges:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping, detention basin(s) and outlet control structure(s) for the above mentioned project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans and recommend a full release of this financial guarantee.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER



Ted Meadows
Senior Project Manager

cc: Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)
Sheila Weber, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Joe Shelton, City of Novi – Fire Marshall (e-mail)
Mike Giddings, Lautrec (e-mail)
SDA CE Job File