



CITY of NOVI CITY COUNCIL

**Agenda Item I
March 13, 2017**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Hunter Pasteur Homes Dunhill Park, LLC for the Dunhill Park development located at the northwest corner of Beck and Eight Mile Roads (parcels 22-32-400-013 and -014).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer for the Dunhill Park development, Hunter Pasteur Homes Dunhill Park, LLC, requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the Dunhill Park project, located at the northwest corner of Beck and Eight Mile Roads.

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 (Dunhill Park Homeowner's 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 February 14, 2017 letter) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Hunter Pasteur Homes Dunhill Park, LLC for the Dunhill Park development located at the northwest corner of Beck and Eight Mile Roads (parcels 22-32-400-013 and -014).

Dunhill Park

Location Map

Dunhill Park

Beck Rd

Eight Mile Rd

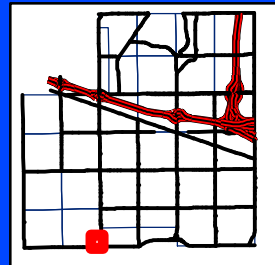
Eight Mile Rd

Map Author: Theresa Bridges
Date: March 6, 2017
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

0 40 80 160 240
Feet

1 inch = 208 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@jrsjlaw.com

www.jrsjlaw.com

February 14, 2017

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

**Re: Dunhill Park JSP15-0013
Storm Drainage Facility Maintenance Easement Agreement**

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 Dunhill Park Residential Site Condominium. 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)

Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Brittany Allen, 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)
Whitney Findlay, Hunter Pasteur Homes (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2016, by and between Hunter Pasteur Homes Dunhill Park, LLC, a Michigan Limited Liability Company, whose address is 32300 Northwestern Highway, Suite 125, Farmington Hills, MI 48334 (hereinafter the "Developer"), 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. Developer is the owner and developer of a certain parcel of land situated in Section 32 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Developer has received final site plan approval for construction of a 31-unit residential site condominium development on the Property.
- B. The 31-unit residential site condominium 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 Developer hereby covenants and agrees that the Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer within thirty (30) days of a billing to the Developer. 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 Developer, and, in such event, the Developer shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Developer, 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, Developer has executed this Agreement as of the day and year first above set forth.

DEVELOPER
HUNTER PASTEUR James DUNN
M W F PARK
By: Randy Wertheimer LLC
Its: managing partner

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of October 2016
by RANDY WERTHEIMER, as the MANAGER of HUNTER PASTEUR
James Dunn

WENDY L. TAYLOR
Notary Public, State of Michigan
County of Oakland
My Commission Expires Apr. 03, 2020
Acting in the County of Oakland

Wendy L Taylor
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 4/3/2020

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: Maryanne Cornelius, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
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EXHIBIT A

"DUNHILL PARK"

LEGAL DESCRIPTION
SUBJECT PROPERTY

PART OF THE SOUTHEAST 1/4 OF SECTION 32, T1N-R8E, CITY OF NOVI, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE N00°00'00"E 60.00 FEET ALONG THE EAST LINE OF SAID SECTION 32 AND THE CENTERLINE OF BECK ROAD; THENCE S89°25'00"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°25'00"W 644.64 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF EIGHT MILE ROAD; THENCE S00°00'00"W 60.00 FEET; THENCE S89°25'00"W 330.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 32 AND THE CENTERLINE OF EIGHT MILE ROAD; THENCE N00°00'00"E 1320.00 FEET; THENCE N89°25'00"E 330.00 FEET; THENCE S00°00'00"W 330.00 FEET; THENCE N89°25'00"E 644.64 FEET; THENCE S00°00'00"W 930.00 FEET TO THE POINT OF BEGINNING, CONTAINING 23.76 ACRES OF LAND, MORE OR LESS.

Exhibit B

Dunhill Park

<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

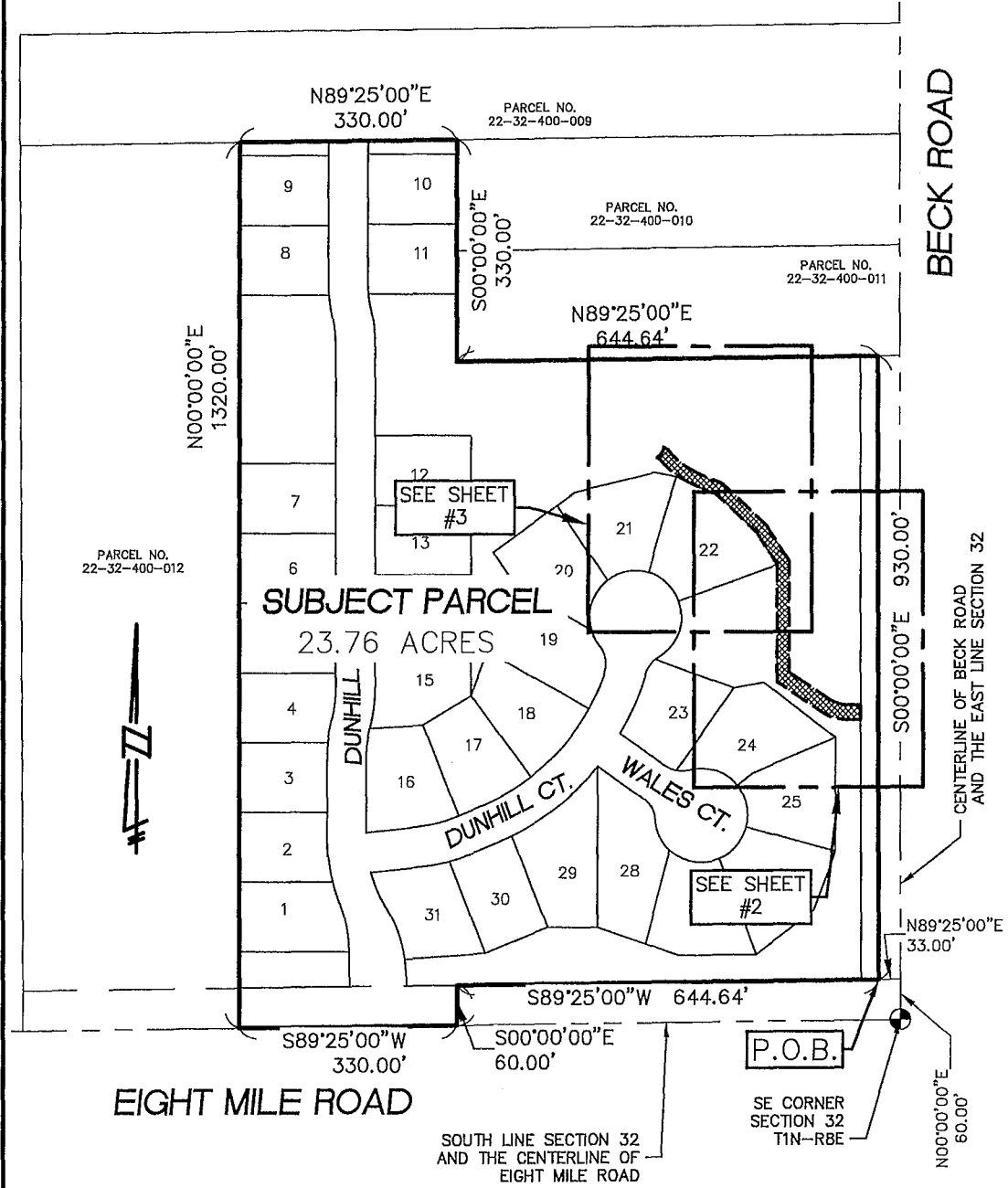
EXHIBIT C

"DUNHILL PARK"

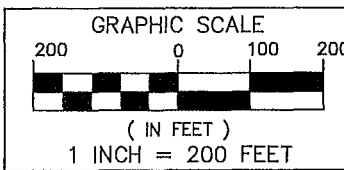
LEGAL DESCRIPTION
INGRESS/EGRESS EASEMENT

An Ingress/Egress Easement located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 32; thence Due North, 447.98 feet, along the East Line of said Section 32 and the Centerline of "Beck Road"; thence Due West, 60.00 feet, for a POINT OF BEGINNING; thence South 89°52'18" West, 20.41 feet; thence 41.40 feet along a curve to the right, said curve having a radius of 71.00 feet, a central angle of 33°24'41" and a chord bearing and distance of North 73°25'21" West, 40.82 feet; thence North 56°43'01" West, 81.61 feet; thence Due North, 175.00 feet; thence North 32°37'54" West, 56.66 feet; thence North 48°00'45" West, 87.03 feet; thence North 66°15'32" West, 39.05 feet; thence 60.45 feet along a curve to the right, said curve having a radius of 128.23 feet, a central angle of 27°00'44" and a chord bearing and distance of North 52°45'10" West, 59.89 feet; thence North 57°51'30" West, 3.56 feet; thence 18.57 feet along a curve to the left, said curve having a radius of 20.99 feet, a central angle of 50°40'59" and a chord bearing and distance of North 32°08'30" East, 17.97 feet; thence South 57°51'30" East, 6.71 feet; thence 54.72 feet along a curve to the left, said curve having a radius of 110.23 feet, a central angle of 28°26'31" and a chord bearing and distance of South 52°02'16" East, 54.16 feet; thence South 66°15'32" East, 41.94 feet; thence South 48°00'45" East, 92.35 feet; thence South 32°37'54" East, 64.36 feet; thence Due South, 165.78 feet; thence South 56°44'59" East, 12.35 feet; thence South 56°43'01" East, 62.16 feet; thence 28.57 feet along a curve to the left, said curve having a radius of 49.00 feet, a central angle of 33°24'41" and a chord bearing and distance of South 73°25'21" East, 28.17 feet; thence North 89°52'18" East, 20.46 feet; thence Due South, 22.00 feet, to the Point of Beginning. All of the above containing 0.242 Acres.

EXHIBIT C



P:\14-011 Dunhill Park-8 Mils & Beck\ASSEMBLY-011ESMT-STW.dwg



INGRESS/EGRESS EASEMENT
 (0.242 ACRES)



SUBJECT PROPERTY AND SHEET INDEX


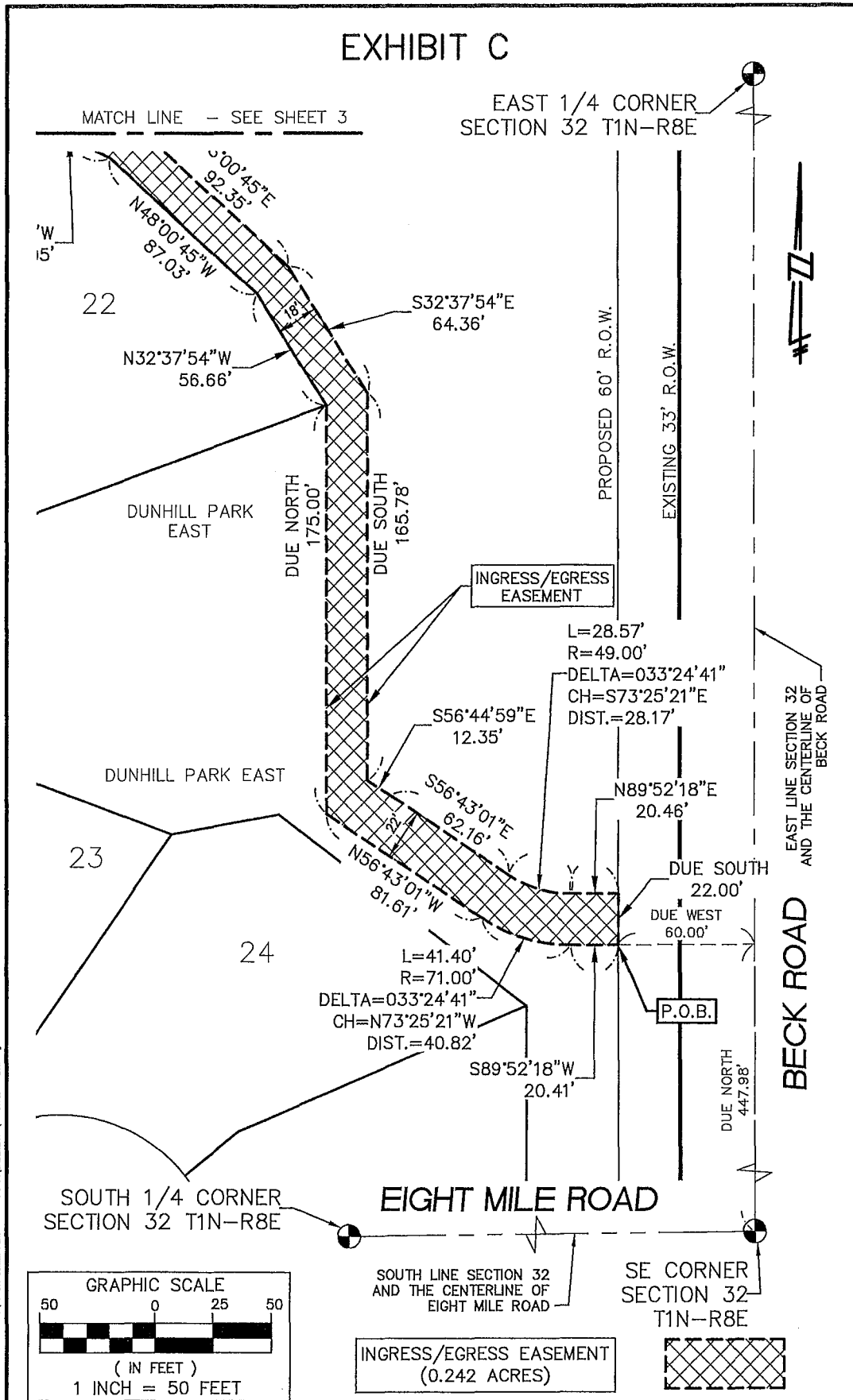
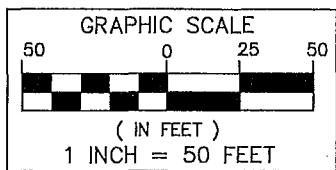
 SEIBER, KEAST ENGINEERING, L.L.C. CONSULTING ENGINEERS 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167 PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM	DUNHILL PARK SECTION 32, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	SCALE: 1" = 200' DATE: 07-13-16 JOB NO.: 14-011 DWG FILE: 14-011ESMT-STW DRAWN BY: AT, DFR CHECK: BE SHEET: 1 OF 3
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EXHIBIT C



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INGRESS/EGRESS EASEMENT
(0.242 ACRES)



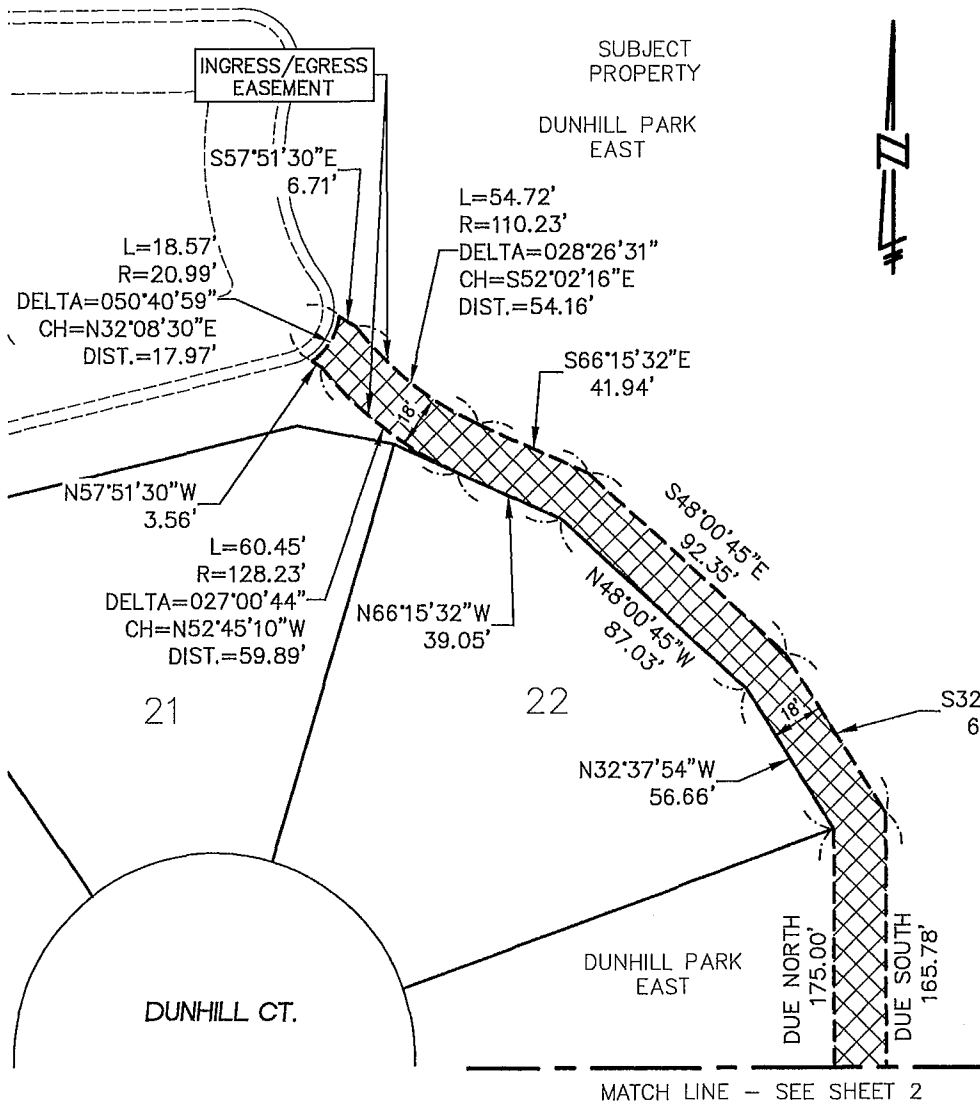
**SEIBER, KEAST
ENGINEERING, L.L.C.**
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

DUNHILL PARK
SECTION 32, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

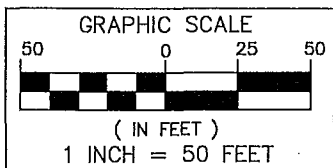
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DWG FILE:	14-011ESMT-STW
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SHEET:	2 OF 3

EXHIBIT C

PARCEL NO.
22-32-400-011



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INGRESS/EGRESS EASEMENT
(0.242 ACRES)



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DUNHILL PARK
SECTION 32, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	07-13-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-STW
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SHEET:	3 OF 3

EXHIBIT D

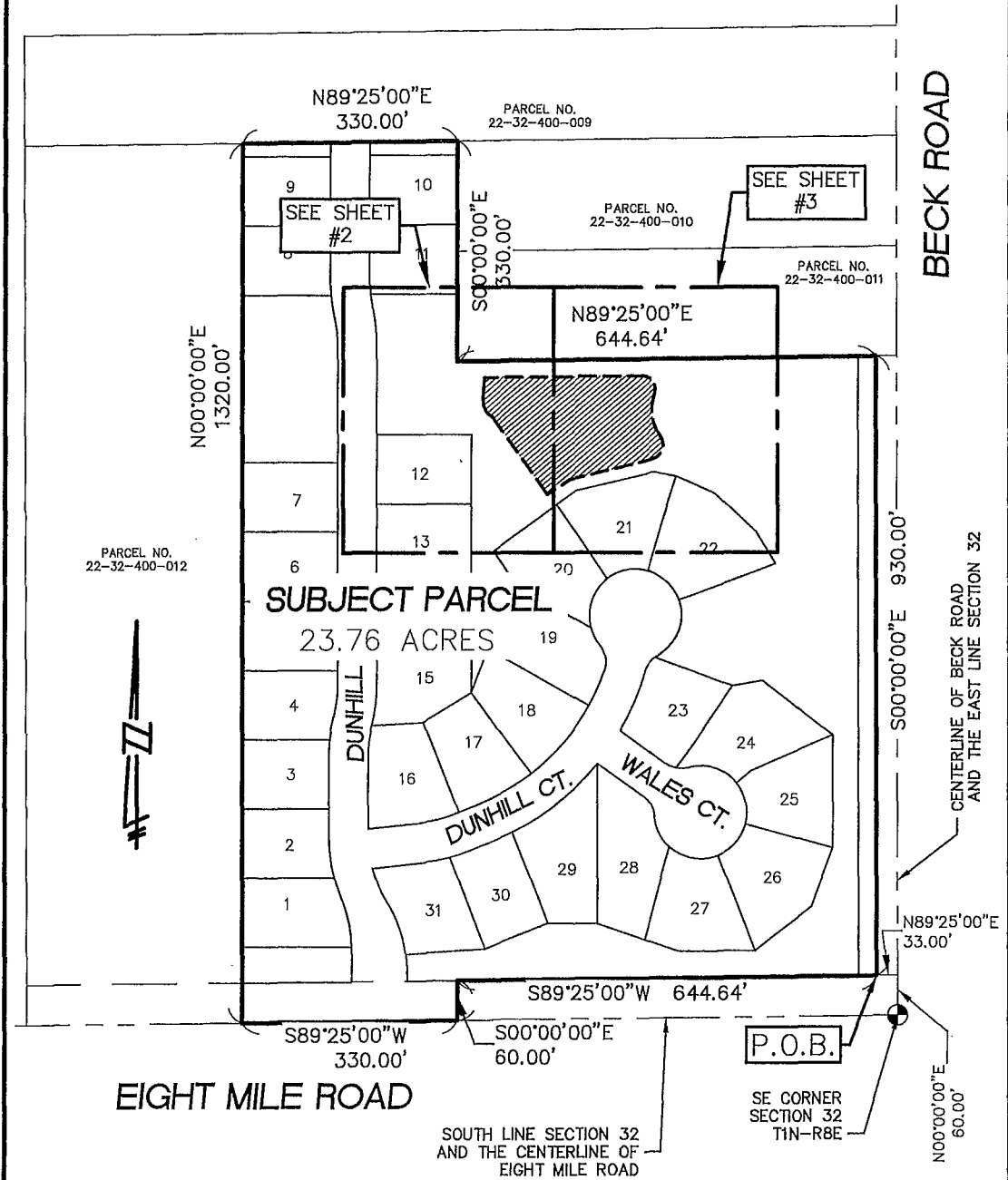
"DUNHILL PARK"

LEGAL DESCRIPTION

DETENTION/SEDIMENTATION BASIN EASEMENT AREA

A Detention/Sedimentation Basin Easement Area located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 32; thence Due North, 990.00 feet, along the East Line of said Section 32 and the Centerline of "Beck Road"; thence South 89°25'00" West, 393.74 feet; thence South 00°35'00" East, 25.09 feet, for a POINT OF BEGINNING; thence 39.90 feet along a curve to the right, said curve having a radius of 21.00 feet, a central angle of 108°52'08" and a chord bearing and distance of South 36°08'55" East, 34.16 feet; thence 66.84 feet along a curve to the left, said curve having a radius of 69.97 feet, a central angle of 54°44'13" and a chord bearing and distance of South 08°15'40" East, 64.33 feet; thence 41.73 feet along a curve to the right, said curve having a radius of 20.99 feet, a central angle of 113°54'07" and a chord bearing and distance of South 19°26'24" West, 35.19 feet; thence South 76°27'53" West, 131.31 feet; thence South 56°53'34" West, 40.67 feet; thence North 36°01'50" West, 143.54 feet; thence 31.57 feet along a curve to the right, said curve having a radius of 25.97 feet, a central angle of 69°38'49" and a chord bearing and distance of North 31°02'24" West, 29.66 feet; thence North 04°13'58" East, 33.51 feet; thence North 89°25'00" East, 241.31 feet, to the Point of Beginning. All of the above containing 0.795 Acres.

EXHIBIT D



PARCEL NO.
22-32-400-012

N89°25'00"E
330.00'

PARCEL NO.
22-32-400-009

SEE SHEET
#2

PARCEL NO.
22-32-400-010

SEE SHEET
#3

PARCEL NO.
22-32-400-011

N00°00'00"E
1320.00'

S00°00'00"E
330.00'

N89°25'00"E
644.64'

BECK ROAD

S00°00'00"E 930.00'
CENTERLINE OF BECK ROAD
AND THE EAST LINE SECTION 32

SUBJECT PARCEL

23.76 ACRES

DUNHILL

DUNHILL CT.

WALES CT.

N89°25'00"E
33.00'

S89°25'00"W
330.00'

S00°00'00"E
60.00'

P.O.B.

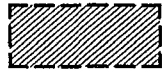
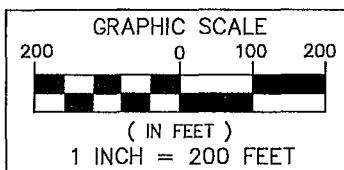
SE CORNER
SECTION 32
T1N-R8E

N00°00'00"E
60.00'

EIGHT MILE ROAD

SOUTH LINE SECTION 32
AND THE CENTERLINE OF
EIGHT MILE ROAD

P:\14-011 Dunhill Parc-8 Mile & Beck\CASMENTS\14-01ESMT-STW.dwg



DETENTION/SEDIMENTATION
BASIN EASEMENT AREA
(0.795 ACRES)

SUBJECT PROPERTY AND SHEET INDEX



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DUNHILL PARK

SECTION 32, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 200'
DATE:	07-13-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-STW
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SHEET:	1 OF 3

EXHIBIT D

MATCH LINE - SEE SHEET 2



EAST 1/4 CORNER
SECTION 32 T1N-R8E

EAST LINE SECTION 32
AND THE CENTERLINE OF
BECK ROAD

PARCEL NO.
22-32-400-011

S89°25'00"W
393.74'

9°25'00"E
241.31'

S00°35'00"E
25.09'

P.O.B.

L=39.90'
R=21.00'

DELTA=108°52'08"
CH=S36°08'55"E
DIST.=34.16'

SUBJECT
PROPERTY

L=66.84'
R=69.97'

DUNHILL PARK
EAST

DELTA=054°44'13"
CH=S08°15'40"E
DIST.=64.33'

L=41.73'
R=20.99'

DELTA=113°54'07"
CH=S19°26'24"W
DIST.=35.19'

EXISTING 33' R.O.W. LINE

BECK ROAD

DUE NORTH 990.00'

S76°27'53"W
131.31'

DETENTION/SEDIMENTATION
BASIN
EASEMENT
AREA

S56°53'34"W
40.67'

21

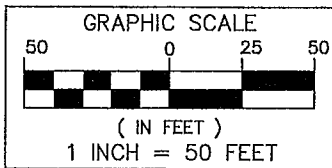
22

SOUTH 1/4 CORNER
SECTION 32 T1N-R8E

EIGHT MILE ROAD

SOUTH LINE SECTION 32
AND THE CENTERLINE OF
EIGHT MILE ROAD

SE CORNER
SECTION 32
T1N-R8E



DETENTION/SEDIMENTATION
BASIN EASEMENT AREA
(0.795 ACRES)



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

CONSULTING ENGINEERS

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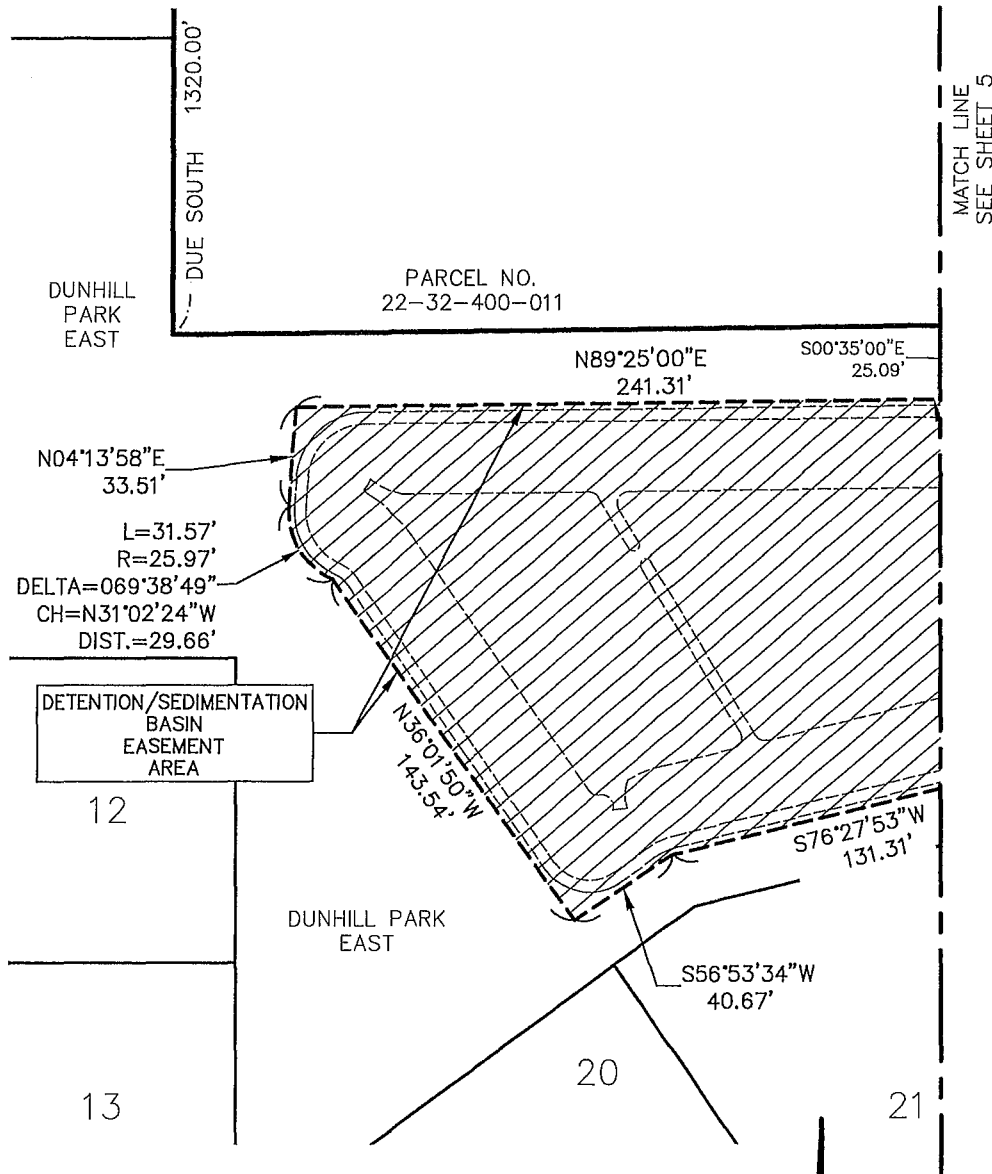
DUNHILL PARK

SECTION 32, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

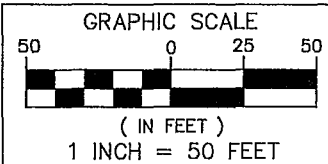
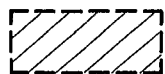
SCALE: 1" = 50'
DATE: 07-13-16
JOB NO.: 14-011
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CHECK: BE
SHEET: 2 OF 3

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EXHIBIT D



DETENTION/SEDIMENTATION
 BASIN EASEMENT AREA
 (0.795 ACRES)



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DUNHILL PARK

SECTION 32, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	07-13-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-STW
DRAWN BY:	AT, DFR
CHECK:	BE
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