



CITY of NOVI CITY COUNCIL

Agenda Item K
January 22, 2018

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Bolingbrooke Singh, LLC, for the Bolingbrooke site condominium development located west of Old Novi Road, north of Twelve ½ Mile Road (combined parcels 50-22-10-280-004, 005, and 008).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer for Bolingbrooke site condominium development, Bolingbrooke Singh, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the stormwater management system associated with the project, which is located west of Old Novi Road and north of Twelve ½ Mile Road.

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a requirement of the Storm Water Management Ordinance and details the responsibilities of the eventual property owner and the homeowner association in order to properly maintain their privately owned on-site stormwater system. The agreement also contains a provision that permits the City to perform maintenance of the privately owned on-site stormwater system at the expense of the property owner should the property owner fail to do so.

In this particular case, the property owner owns and agrees to maintain the stormwater 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 stormwater system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, January 4, 2018) and the City Engineering consultant (Spalding DeDecker, December 21, 2017), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Bolingbrooke Singh, LLC, for the Bolingbrooke site condominium development located west of Old Novi Road, north of Twelve ½ Mile Road (combined parcels 50-22-10-280-004, 005, and 008).

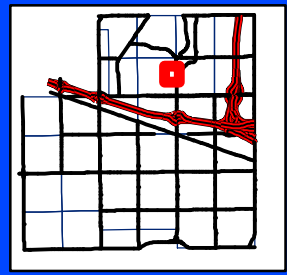


Bolingbrooke
Location Map

Bolingbrooke Site

Map Author: Theresa Bridges
 Date: January 9, 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





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

January 4, 2018

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

Re: Bolingbroke Condominium JSP 17-34
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 and detention facilities serving the Bolingbroke 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.

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)

Jeffrey Herczeg, Director of Public Services

January 4, 2018

Page 2

Sri Komaragiri, Planner (w/Enclosures)

Hannah Smith, Planning Assistant (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Theresa Bridges, Construction Engineer (w/Enclosures)

George Melistas, Senior Engineering Manager (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)

Avtar Grewal, Singh Development (w/Enclosures)

Mike Kahm, Singh Development (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 201____, by and between Bolingbrooke Singh LLC, a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, MI 48322 (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 Sections 10 and 11 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.

- B. The 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 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 Ellesmere Circle or Novi Road or 12 ½ Mile Road, as 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 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.

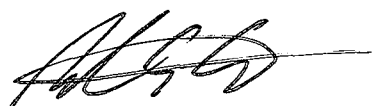
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

The Owner's obligations may be transferred to the condominium association established to maintain the property described on attached **Exhibit A**.

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

OWNER
Bolingbrooke Singh, LLC

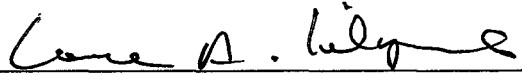


By: Avtar S. Grewal
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 11th day of DECEMBER, 2017 by Avtar S. Grewal, as the Manager of Bolingbrooke Singh, LLC.

LAWRENCE A. KILGORE
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 20, 2022
ACTING IN COUNTY OF OAKLAND



Notary Public LAWRENCE A. KILGORE
Acting in Oakland County, Michigan
My Commission Expires: 12-20-22

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

EXHIBIT A

BOLINGBROOKE

LEGAL DESCRIPTION
SUBJECT PROPERTY

Combined Tax Id. 22-10-280-004, -005, 008 and parcel A

A part of the Northeast 1/4 of Section 10 and Northwest 1/4 of Section 11, 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 10; thence North 89°01'34" West, 59.99 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road, to the POINT OF BEGINNING, thence continuing North 89°01'34" West, 1068.47 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road, (said point being South 89°01'34" East, 1577.90 feet, from the Center of said Section 10); thence North 00°36'29" East, 386.51 feet; thence North 89°01'34" West, 225.40 feet; thence North 00°36'29" East, 323.02 feet; thence South 89°04'50" East, 1346.32 feet, to the East line of said Section 10 and the centerline of Old Novi Road, (said point being Due South, 1922.70 feet, from the Northeast Corner of said Section 10); thence Due South, 325.64 feet, along the East line of said Section 10 to the Westerly line of Novi Road (relocated); thence 67.60 feet along a curve to the left, said curve having a radius of 281.73 feet, a central angle of 13°44'54" and a chord bearing and distance of South 44°59'58" East, 67.44 feet, along the Westerly right-of-way of Old Novi Road (relocated); thence 358.08 feet along a curve to the left, said curve having a radius of 635.00 feet, a central angle of 32°18'36" and a chord bearing and distance of South 17°44'24" West, 353.36 feet, along the Westerly right-of-way of Novi Road (relocated), to the POINT OF BEGINNING. All of the above containing 19.850 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the right of the public in 12 1/2 Mile Road and Old Novi Road.

Exhibit B
BOLINGBROOKE

<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:			<u>\$750</u>	<u>\$773</u>	<u>\$796</u>

EXHIBIT C

BOLINGBROOKE

LEGAL DESCRIPTION EASEMENT FOR STORM WATER MAINTENANCE AND ACCESS

An Easement for Storm Water Maintenance and Access located in a part of the Northeast 1/4 of Section 10, 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 10; thence North 89°01'34" West, 59.99 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road; thence 43.05 feet along a curve to the right, said curve having a radius of 635.00 feet, a central angle of 03°53'04" and chord bearing distance of North 03°31'38" East, 43.04 feet, for a POINT OF BEGINNING; thence North 89°01'34" West, 238.75 feet; thence North 00°04'21" East, 152.54 feet; thence South 89°04'50" East, 35.09 feet; thence 91.24 feet along a curve to the left, said curve having a radius of 69.00 feet, a central angle of 75°45'43" and a chord bearing and distance of North 53°02'18" East, 84.74 feet; thence South 89°23'31" East, 160.08 feet; thence Due South 81.86 feet; thence 126.01 feet along a curve to the left, said curve having a radius of 635.00 feet, a central angle of 11°22'11" and a chord bearing and distance of South 11°09'16" West, 125.80 feet, to the Point of Beginning. All of the above containing 1.095 Acres.

EXHIBIT C



L=67.60'
R=281.73'
DELTA=13°44'54"
CH.=S44°59'58"E
DIST.=67.44'

L=96.85'
R=635.00'
DELTA=08°44'21"
CH.=S29°31'32"W
DIST.=96.76'

L=261.23'
R=635.00'
DELTA=23°34'16"
CH.=S13°22'14"W
DIST.=259.40'

OLD NOVI ROAD

EAST LINE OF SECTION 10 AND THE CENTERLINE OF OLD NOVI ROAD

DUE SOUTH
325.64'

NOVI ROAD

DUE NORTH
253.38'

EAST 1/4 CORNER SECTION 10
T.1N., R.8E.,

N89°01'34"W
59.99'

NORTHEAST CORNER SECTION 10
T.1N., R.8E.,

33' STATUTORY R.O.W.

DUE NORTH
253.38'

P.O.B. SUBJECT PROPERTY

SEE SHEET #2

SUBJECT PROPERTY
19.783 ACRES

TAX ID. 22-10-280-009

TAX ID. 22-10-280-002

TAX ID. 22-10-280-012

TAX ID. 22-10-280-016

TAX ID. 22-10-280-015

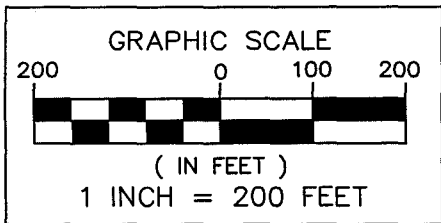
TAX ID. 22-10-280-018

TAX ID. 22-10-280-017

TAX ID. 22-10-251-004

TAX ID. 22-10-280-007

CENTER OF SECTION 10
T.1N., R.8E.,



OVERALL SUBJECT PARCEL EXHIBIT AND SHEET INDEX EASEMENT FOR STORM WATER MAINTENANCE AND ACCESS



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

CONSULTING ENGINEERS

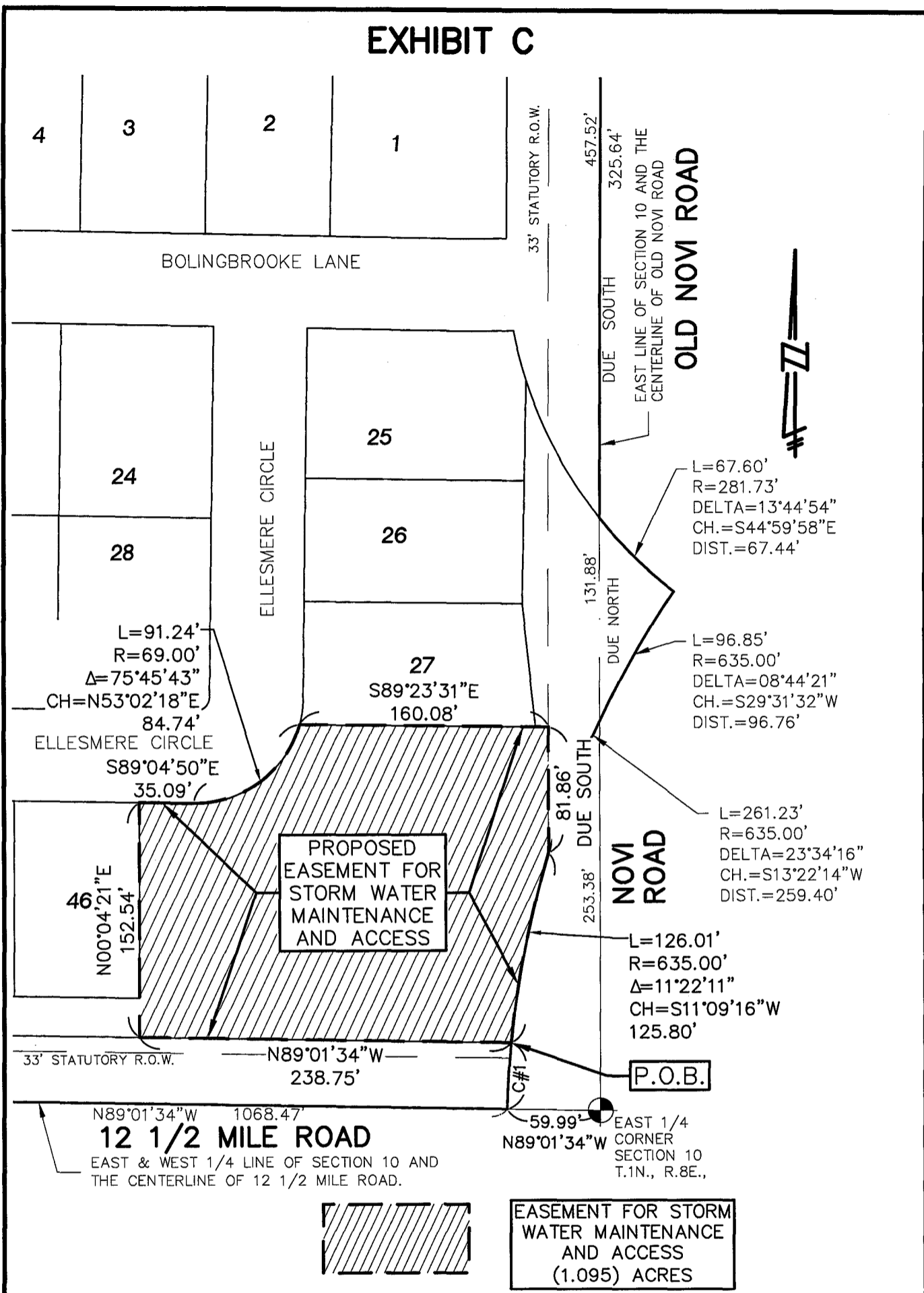
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

BOLINGBROOKE

SECTION 10, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 200'
DATE: 08-12-15
JOB NO.: 01-016
DWG FILE: 01-016ESMT-STW
DRAWN BY: DFR
CHECK: PK
SHEET: 1 OF 2

EXHIBIT C

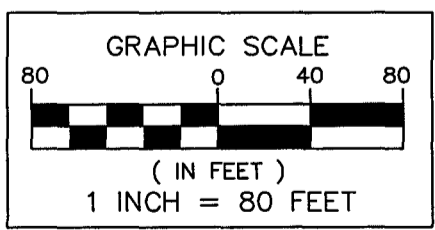


33' STATUTORY R.O.W.
 N89°01'34"W 1068.47'
12 1/2 MILE ROAD
 EAST & WEST 1/4 LINE OF SECTION 10 AND THE CENTERLINE OF 12 1/2 MILE ROAD.

59.99' EAST 1/4 CORNER SECTION 10 T.1N., R.8E.,



EASEMENT FOR STORM WATER MAINTENANCE AND ACCESS
 (1.095) ACRES



Curve Table					
Curve #	Length	Radius	Delta	Chord	Dist.
C#1	43.05'	635.00'	003°53'04"	N03°31'38"E	43.04'

EASEMENT FOR STORM WATER MAINTENANCE AND ACCESS

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

BOLINGBROOKE
 SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 80'
DATE:	08-12-15
JOB NO.:	01-016
DWG FILE:	01-016ESMT-STW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 2

December 21, 2017

Avtar S. Grewal
Singh Development, LLC
7125 Orchard Lake Road Suite 200
West Bloomfield, MI 48322

Re: Bolingbrooke - Acceptance Documents Review
Novi # 14-0052
SDA Job No. NV17-235
FINAL DOCUMENTS REQUIRED

Dear Mr. Grewal:

We have reviewed the Acceptance Document Package received by our office on December 18, 2017 against the Final Site Plan (Stamping Set) approved on September 8, 2017 and against as-built field records. We offer the following comments:

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

1. **Water System Easement** – (executed: 12/11/2017) Exhibits Approved.
2. **Water System Easement in Future ROW** – (executed: exhibit dated 12/11/2017) Exhibits Approved. This documentation was included along with item #1.
3. **Sanitary Sewer Easement** – (executed: 12/11/2017) Exhibits Approved.
4. **Sanitary Sewer Easement in Future ROW** – (executed: 12/11/2017) Exhibits Approved. This documentation was included along with item #3.
5. **Storm Drainage Facility / Maintenance Easement Agreement** – (executed: 12/11/2017) Exhibits Approved.
6. **Warranty Deed for 12 ½ Mile Road Right-of-Way** – (executed: 12/11/2017) Exhibits Approved.
7. **Warranty Deed for Old Novi Road Right-of-Way** – (executed: 12/11/2017) Exhibits Approved
8. **Warranty Deed for Interior Streets Right-of-Way** – 60' Wide (**unexecuted**: exhibit dated 2/6/2017) Exhibits Approved.
9. **Sidewalk Easement for sidewalk outside of proposed ROW** - (executed: 12/11/2017) Exhibits Approved.
10. **Bills of Sale: Sanitary Sewer System and Water Supply System** – SUPPLIED - executed 12-11-2017

11. **Full Unconditional Waivers of Lien from contractors installing public utilities – NOT SUPPLIED – REQUIRED.**
12. **Sworn Statement signed by the developer - NOT SUPPLIED - REQUIRED**

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 August 3, 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): Theresa Bridges, City Construction Engineer
Cortney Hanson, City Clerk
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
George Melistas, City Engineering Senior Manager
Angie Pawlowski, City Community Development Bond Coordinator
Darcy Rechtien, City Construction Engineer
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Patrick Keast, Seiber Keast Engineering