



**CITY of NOVI CITY COUNCIL**

**Agenda Item D  
November 14, 2016**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Homes of Michigan LLC for the Oberlin Site Condominium Phase 1 residential project located on Parcel 22-20-200-016 south of 11 Mile Road between Wixom Road and Beck Road.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division **GDM**

**CITY MANAGER APPROVAL:** *[Handwritten signature]*

**BACKGROUND INFORMATION:**

The developer for Oberlin Site Condominium Phase 1, Pulte Homes of Michigan LLC, requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the Oberlin Site Condominium Phase 1 project, located south of 11 Mile Road between Wixom Road and Beck 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 (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 October 11, 2016 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pulte Homes of Michigan LLC for the Oberlin Site Condominium Phase 1 residential project located on Parcel 22-20-200-016 south of 11 Mile Road between Wixom Road and Beck 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				

# Oberlin Site Condominium Phase 1

Location map

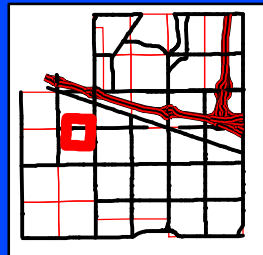


Map Author: Rasha Majzoub  
Date: 10/20/2016  
Project:  
Version #:

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.



## City of Novi

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

0 90 180 360 540  
Feet

1 inch = 465 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.johnsonrosati.com

October 11, 2016

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

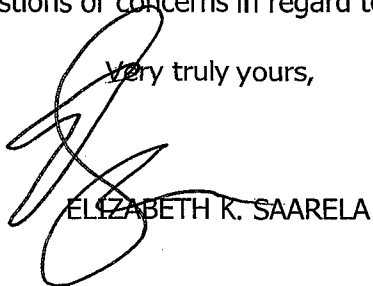
**Re: Oberlin Site Condominium, Phase 1 JSP14-42  
Storm Drainage Facility Maintenance Easement Agreement**

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 Phase 1 of the Oberlin 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,



ELIZABETH K. SAARELA

EKS

Enclosures

cC: Cortney Hanson, Clerk (w/Original Enclosure)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)

Rob Hayes, Public Services Director  
October 11, 2016  
Page 2

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)  
David F. Romero, Seiber Keast Engineering, LLC (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

RECEIVED

SEP 01 2016

CITY OF NOVI  
COMMUNITY DEVELOPMENT

**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 30<sup>th</sup> day of August, 2016, by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company, 100 Bloomfield Hills Parkway, Suite 140, Bloomfield Hills, Michigan 48304 (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 20 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 single family site condominium development on the Property to be known as Phase 1 of Oberlin.
- B. The Oberlin 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 private road known as Oberlin Court 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.

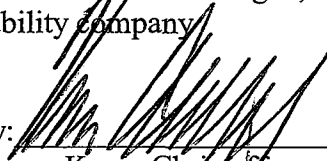
This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

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


Pulte Homes of Michigan, LLC, a Michigan limited liability company

By:   
Kevin Christofferson  
Its: Vice President of Finance

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2016, by Kevin Christofferson, the Vice President of Finance, Pulte Homes of Michigan, LLC, a Michigan limited liability company.

Zina P. Thomas  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires Feb. 01, 2019  
Acting in the County of Oakland

  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

[signatures continue on following page]



## EXHIBIT A

Job No.: 12-009

“OBERLIN”

### LEGAL DESCRIPTION SUBJECT PROPERTY

A part of the Northeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the North 1/4 corner of said Section 20, for a POINT OF BEGINNING; thence North 87°24'47" East, 989.50 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road, (said point being South 87°24'47" West, 1651.21 feet from the Northeast corner of said Section 20); thence South 02°30'48" East, 1314.47 feet; thence South 87°12'05" West, 990.07 feet, to a point on the North and South 1/4 line of said Section 20, (said point being North 02°29'20" West, 1340.50 feet from the center of said Section 20); thence North 02°29'20" West, 1318.13 feet, along the North and South 1/4 line of said Section 20, to the Point of Beginning. All of the above containing 29.909 Acres. All of the above being subject to the rights of the public in Eleven Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record. Tax I.D. No. 22-20-200-001 & 22-20-200-002



**Exhibit B**

**Oberlin 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 &amp; 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	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from	\$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	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks. Remove caking from around	\$1,000	\$1,050	\$1,100
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$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. 12-009

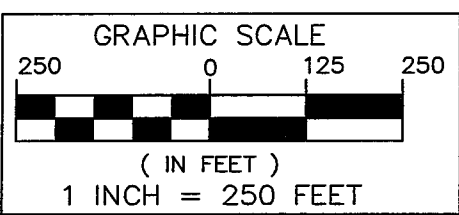
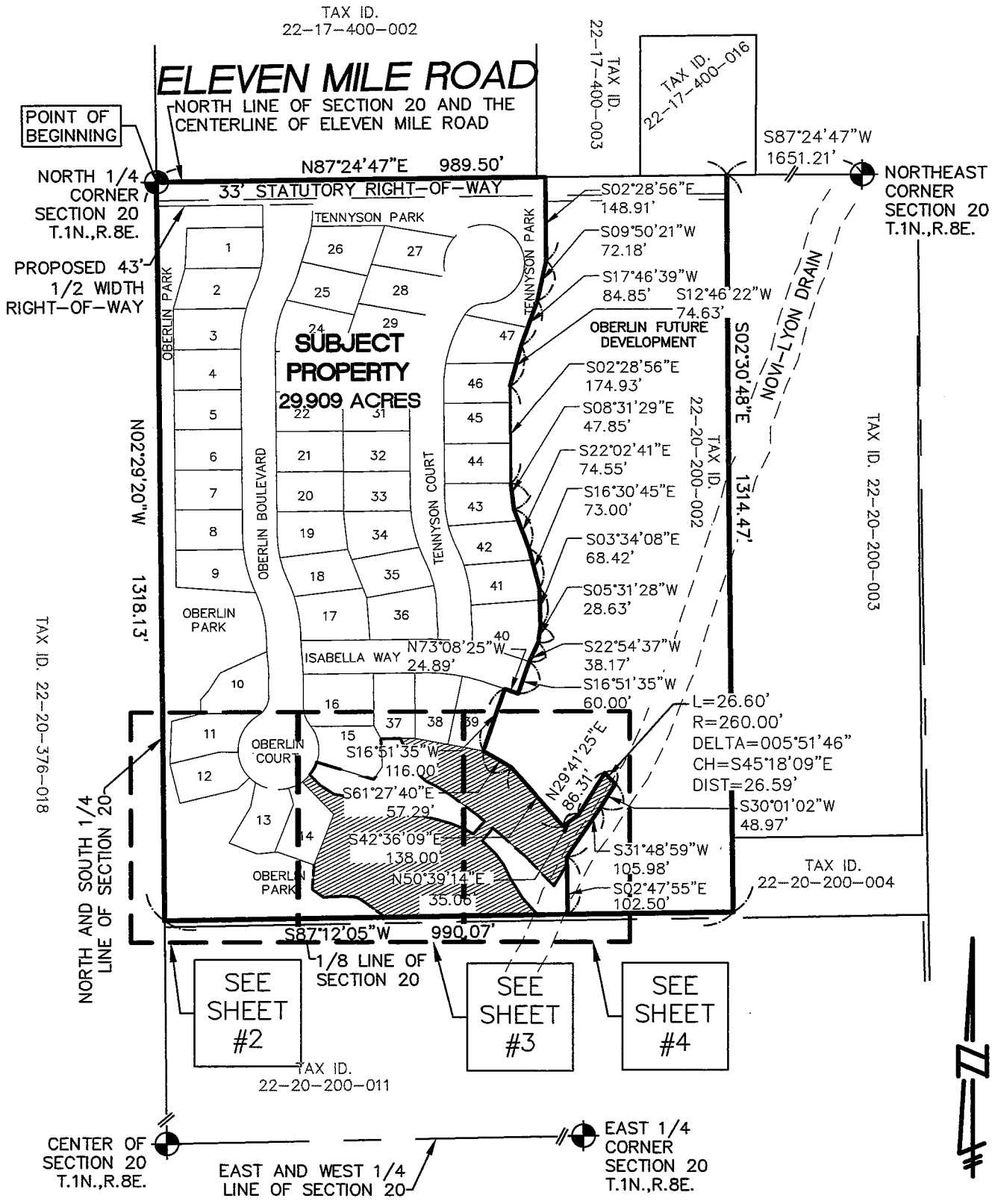
“OBERLIN”

### LEGAL DESCRIPTION

#### DETENTION/SEDIMENTATION BASIN EASEMENT

A Detention/Sedimentation Basin Easement located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence South 02°29'20" East, 1318.13 feet, along the North and South 1/4 line of said Section 20, thence North 87°12'05" East, 382.79 feet, for a POINT OF BEGINNING; thence North 54°44'19" West, 44.50 feet; thence North 59°40'45" West, 14.74 feet; thence North 80°51'28" West, 8.73 feet; thence North 88°18'12" West, 15.29 feet; thence South 86°31'42" West, 25.02 feet; thence South 78°59'33" West, 9.84 feet; thence North 56°32'24" West, 24.58 feet; thence North 01°53'49" East, 43.75 feet; thence North 18°52'47" East, 97.09 feet; thence North 45°24'12" West, 79.59 feet; thence 18.02 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 14°44'57" and a chord bearing and distance of North 44°09'19" East, 17.97 feet; thence South 45°17'04" East, 25.46 feet; thence South 58°36'04" East, 29.97 feet; thence South 82°58'43" East, 27.79 feet; thence South 69°04'57" East, 28.45 feet; thence South 78°29'19" East, 130.32 feet; thence 49.56 feet along a curve to the right, said curve having a radius of 282.34 feet, a central angle of 10°03'24" and a chord bearing and distance of South 72°28'49" East, 49.49 feet; thence South 60°15'36" East, 17.70 feet; thence North 39°20'59" East, 30.11 feet; thence North 50°04'00" West, 16.98 feet; thence 63.71 feet along a curve to the left, said curve having a radius of 17174.67 feet, a central angle of 00°12'45" and a chord bearing and distance of North 54°43'20" West, 63.71 feet; thence 43.54 feet along a curve to the left, said curve having a radius of 195.18 feet, a central angle of 12°46'52" and a chord bearing and distance of North 62°22'32" West, 43.45 feet; thence 31.53 feet along a curve to the right, said curve having a radius of 113.96 feet, a central angle of 15°51'05" and a chord bearing and distance of North 46°06'33" West, 31.43 feet; thence North 26°15'21" West, 39.45 feet; thence North 23°51'18" West, 19.08 feet; thence North 87°31'04" East, 25.67 feet; thence South 81°03'00" East, 120.54 feet; thence South 61°27'40" East, 57.29 feet; thence South 42°36'09" East, 138.00 feet; thence North 50°39'14" East, 35.06 feet; thence North 29°41'25" East, 86.31 feet; thence 26.60 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 05°51'46" and a chord bearing and distance of South 45°18'09" East, 26.59 feet; thence South 30°01'02" West, 48.97 feet; thence South 31°48'59" West, 105.98 feet; thence South 02°47'55" East, 12.92 feet; thence South 28°37'07" West, 44.74 feet; thence North 45°42'21" West, 70.54 feet; thence North 49°54'14" West, 64.02 feet; thence North 52°47'34" West, 13.19 feet; thence South 37°19'00" West, 29.02 feet; thence South 47°10'59" East, 32.41 feet; thence South 36°41'20" East, 24.97 feet; thence South 27°59'35" East, 25.82 feet; thence South 33°05'17" East, 41.93 feet; thence South 43°49'31" East, 39.06 feet; thence South 87°12'05" West, 266.01 feet, to the Point of Beginning. All of the above containing 2.07 Acres.

# EXHIBIT C



## SUBJECT PROPERTY & SHEET INDEX

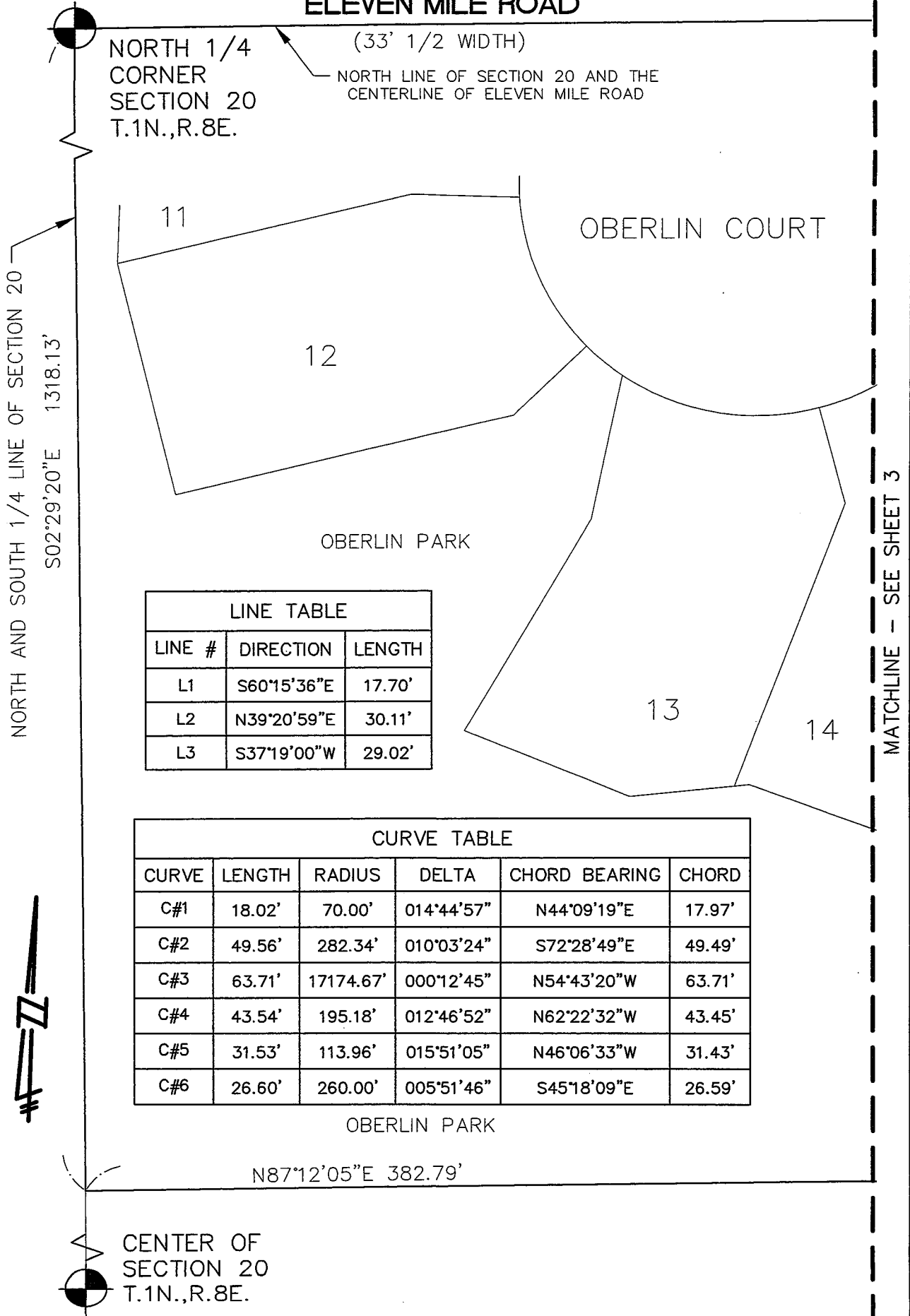
**SEIBER, KEAST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167  
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

**OBERLIN**  
SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	6-18-2015
JOB NO.:	12-009
DWG FILE:	12-009EE-PH1-ST
DRAWN BY:	DFR
CHECK:	CS
SHEET:	1 OF 4

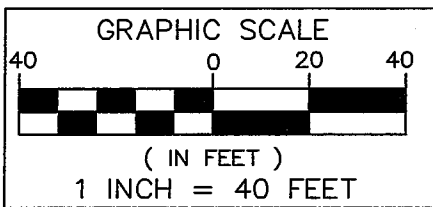
# EXHIBIT C

## ELEVEN MILE ROAD



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S60°15'36"E	17.70'
L2	N39°20'59"E	30.11'
L3	S37°19'00"W	29.02'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	18.02'	70.00'	014°44'57"	N44°09'19"E	17.97'
C#2	49.56'	282.34'	010°03'24"	S72°28'49"E	49.49'
C#3	63.71'	17174.67'	000°12'45"	N54°43'20"W	63.71'
C#4	43.54'	195.18'	012°46'52"	N62°22'32"W	43.45'
C#5	31.53'	113.96'	015°51'05"	N46°06'33"W	31.43'
C#6	26.60'	260.00'	005°51'46"	S45°18'09"E	26.59'



### DENTENTION/SEDIMENTATION BASIN EASEMENT



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

CONSULTING ENGINEERS

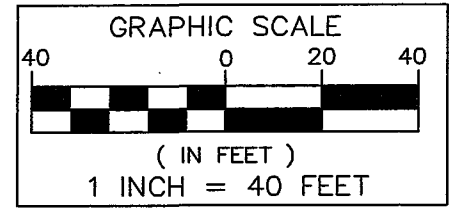
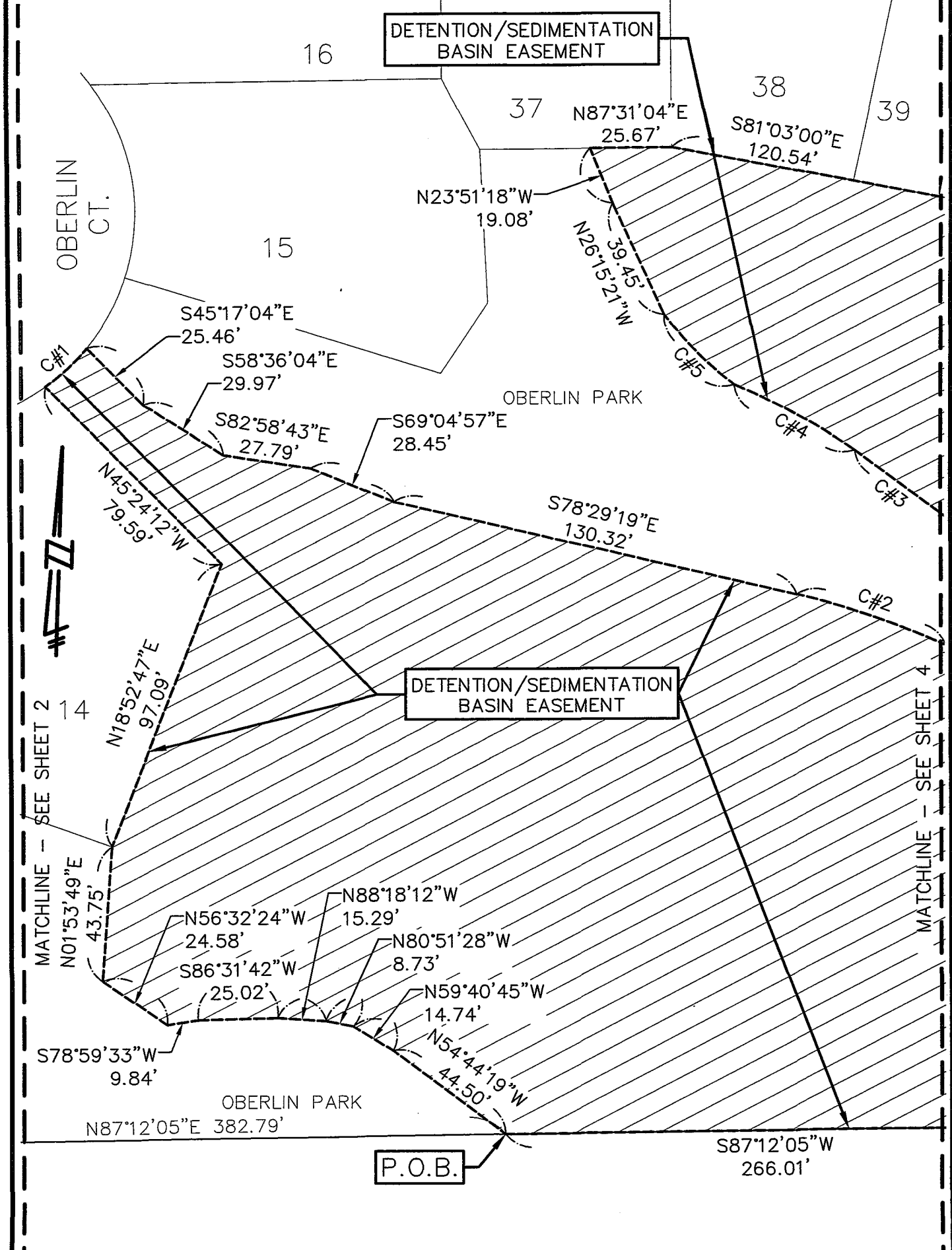
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167  
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

**OBERLIN**

SECTION 20, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 40'  
DATE: 6-18-2015  
JOB NO.: 12-009  
DWG FILE: 12-009EE-PH1-ST  
DRAWN BY: DFR  
CHECK: CS  
SHEET: 2 OF 4

# EXHIBIT C



SEE SHEET 2 FOR  
 CURVE AND LINE TABLE

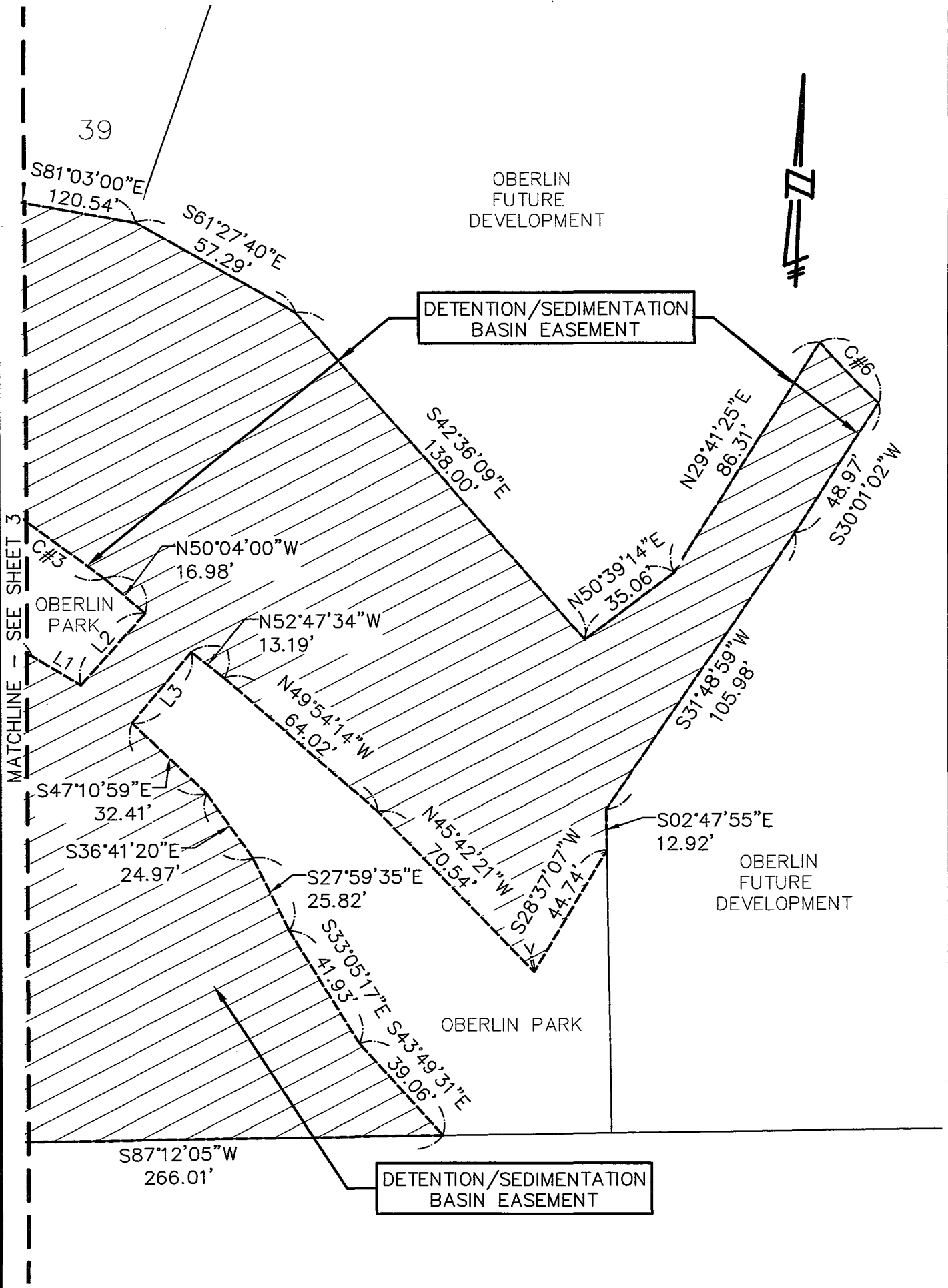
## DETECTION/SEDIMENTATION BASIN EASEMENT

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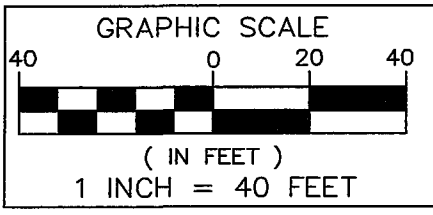
**OBERLIN**  
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 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 40'
DATE:	6-18-2015
JOB NO.:	12-009
DWG FILE:	12-009EE-PH1-ST
DRAWN BY:	DFR
CHECK:	CS
SHEET:	3 OF 4

# EXHIBIT C



MATCHLINE - SEE SHEET 3



SEE SHEET 2 FOR  
CURVE AND LINE TABLE

## DETENTION/SEDIMENTATION BASIN EASEMENT



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

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PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

## OBERLIN

SECTION 20, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 40'
DATE:	6-18-2015
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