

CITY of NOVI CITY COUNCIL

**Agenda Item P
September 28, 2009**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Hospitality, LLC, for the Holiday Inn Express located at 39675 Twelve Mile Road on the south side of Twelve Mile Road west of Haggerty Road in Section 13 (parcel 22-13-200-034).

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

CITY MANAGER APPROVAL: *[Signature]* *R70*

BACKGROUND INFORMATION:

Novi Hospitality, LLC has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the Holiday Inn Express site, located at 39675 Twelve Mile Road (on the south side of Twelve Mile Road west of Haggerty Road), Section 13 of the City of Novi. The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's July 8, 2009 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Hospitality, LLC for the Holiday Inn Express located at 39675 Twelve Mile Road on the south side of Twelve Mile Road west of Haggerty Road in Section 13 (parcel 22-13-200-034).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

July 8, 2009

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretswardle.com

Rob Hayes, Public Services Director
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

Elizabeth M. Kudla
Direct: 248-539-2846
ekudla@secretswardle.com

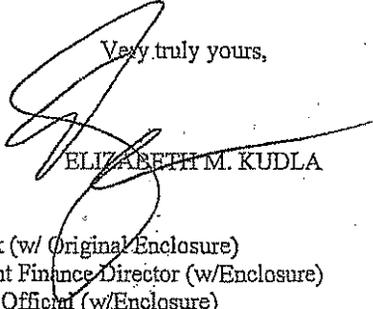
**Re: Holiday Inn Express, SP06-18
Storm Drainage Facility Maintenance Easement Agreement
Our File No. 660109.NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for the Holiday Inn Express Property in Section 13 of the City. The Exhibits have been approved by the City's Consulting Engineer. 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 M. KUDLA

EMK

Enclosure

C: Maryanne Cornelius, Clerk (w/ Original Enclosure)
Marina Neumaier, Assistant Finance Director (w/Enclosure)
Charles Boulard, Building Official (w/Enclosure)
Barb McBeth, Deputy Community Development Director (w/Enclosure)
Aaron Staup, Construction Engineering Coordinator (w/Enclosure)
Taylor Reynolds and Byron Hanson, Spalding DeDecker (w/Enclosure)
Sarah Marchioni, Building Permit Coordinator (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Larry Osiecki, Novi Hospitality, LLC (w/enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

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STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 4th day of January, 2007, by and between NOVI HOSPITALITY, L.L.C., a Michigan limited liability company, whose address is 24011 Dequindre, Hazel Park, Michigan 48030 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 13 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A (the "Property"). Owner has received a final site plan approval for construction of a hotel development on the Property.

B. The Hotel Development, shall contain a pretreatment structure and certain underground storm drainage and detention facilities, including but not limited to, detention facilities for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property to the wetlands 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 facilities, including all pretreatment structures and the underground storm system including, but not limited to detention, and any 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 pretreatment, storm water drainage and detention facilities, including wetlands, 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 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 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.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and

A R Decker & Associates
Consulting Engineers
Civil - Structural
920 East Long Lake Road
Troy, Michigan 48065
Telephone (248) 528-3779
Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'A'
LEGAL DESCRIPTION

NOTE: NO FIELD WORK DONE
AS PART OF THIS PLAN.
ALL EASEMENT INFORMATION
IS BASED ON BOUNDARY
SURVEY BY MILLETICS AND
ASSOCIATES, JOB No.
98-011, DATED 3-20-98.

DATE: 3-30-2007

LEGAL DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, OF SECTION 13, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE S 86° 56' 35" W, 760.30 FEET, ALONG THE NORTH SECTION LINE; THENCE S 02° 24' 05" E, 101.38 FEET, TO THE SOUTH RIGHT OF WAY LINE OF 12 MILE ROAD, AND THE POINT OF BEGINNING; THENCE S 02° 24' 06" E, 356.97 FEET; THENCE S 86° 56' 35" W, 285.10 FEET; THENCE N 02° 24' 06" W, 352.73 FEET, TO THE SOUTH RIGHT OF WAY LINE OF 12 MILE ROAD; THENCE N 86° 05' 17" E, 285.18 FEET, TO THE POINT OF BEGINNING, CONTAINING 2.32 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHT OF WAY, WHETHER USED, IMPLIED OR OF RECORD.

Holiday Inn Express
38803 Twelve Mile Road
Novi, MI

EXHIBIT B
Maintenance Tasks and Schedule During Construction Completion

TASKS	Storm Sewer System Catch Basin Sumps	Catch Basin Inlet Castings	Swales and Culverts	Storm Water Basin	Sediment Forebay	Subsurface Sediment Control Structures	Outflow Control Structures	Schedule
Inspect for sediment accumulation, blockages/debris	X	X	X	X	X	X	X	Weekly
Inspection for erosion			X	X	X		X	Weekly
Re-establish permanent vegetation on eroded areas			X	X				As needed prior to turnover
Removal of sediment accumulation	X	X	X	X				As needed prior to turnover
Cleanout/Replacement of signs							X	As needed prior to turnover
Weather inspection of BMPs	X		X	X			X	As needed prior to turnover

Permanent Maintenance Tasks & Schedule Components

TASKS	Storm Sewer System Catch Basin Sumps	Catch Basin Inlet Castings	Swales and Culverts	Storm Water Basin	Sediment Forebay	Subsurface Sediment Control Structures	Outflow Control Structures	Schedule
Inspect for sediment accumulation, blockages/debris	X	X	X	X	X	X	X	Quarterly
Inspection for erosion			X	X	X		X	Annually Following major storm events Maintain at 80% full
Removal of sediment accumulation - Basin and Forebay						X		Maintain per manufacturer's specifications
Removal of sediment accumulation - Sediment Control Structures								
Inspection/Cleanout Outflow Control Structure							X	Monthly
Weather inspection of BMPs	X		X	X			X	Annually
Re-establish permanent vegetation			X	X	X			As needed
Keep records of all inspections and maintenance								Per as-built
Inspection of Detention System						X	X	Quarterly Following major storm events

Annual Estimated Budget for Maintenance

Monthly Inspections	\$50.00 each	\$600.00
Quarterly Inspections	\$50.00 each	\$200.00
Annual Inspections	\$50.00 each	\$50.00
Grand Totals	Per year	\$1,000.00
		\$1,850.00 per yr x 3 yrs, \$5,550.00 3 yr. Total
Estimated Maintenance During Construction	\$1,000.00	

The Owner shall maintain a log of all inspection and maintenance activities and make the log available to City personnel as needed.

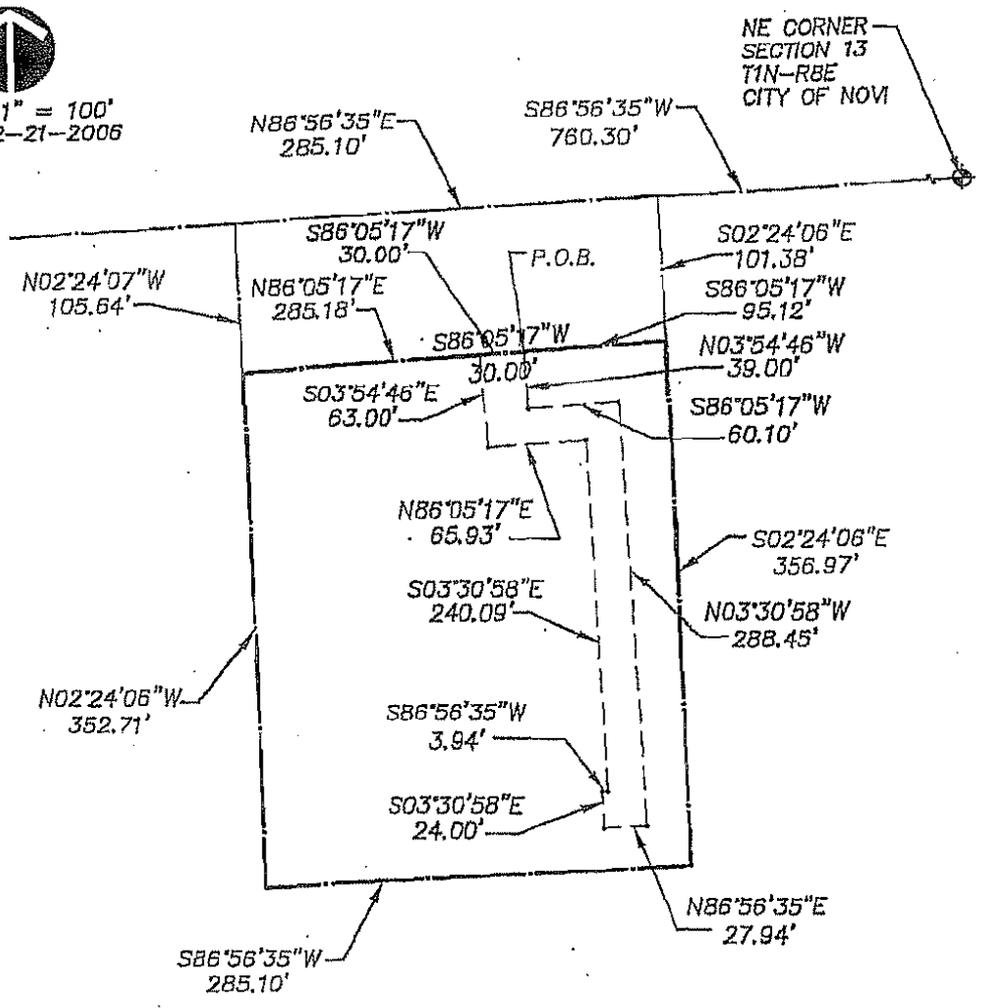
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 Consulting Engineers
 Civil - Structural
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 Troy, Michigan 48065
 Telephone (248) 528-3779
 Facsimile (248) 528-3548
 DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'c'
 DETENTION/SEDIMENTATION
 ACCESS EASEMENT

NOTE: NO FIELD WORK DONE
 AS PART OF THIS PLAN.
 ALL EASEMENT INFORMATION
 IS BASED ON BOUNDARY
 SURVEY BY MILLETICS AND
 ASSOCIATES, JOB No.
 98-011, DATED 3-20-98.



SCALE: 1" = 100'
 DATE: 12-21-2006



24' WIDE DETENTION/SEDIMENTATION ACCESS EASEMENT:
 PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, OF SECTION 13, T1N-R8E, CITY OF
 NOVI, OAKLAND COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE
 NORTHEAST CORNER OF SAID SECTION; THENCE S86°56'35\"W, 760.30 FEET; THENCE S02°24'06\"E,
 101.38 FEET; THENCE S86°05'17\"W, 95.12 FEET TO THE POINT OF BEGINNING; THENCE
 S86°05'17\"W, 30.00 FEET; THENCE S03°54'46\"E, 63.00 FEET; THENCE N86°05'17\"E, 65.93 FEET;
 THENCE S03°30'58\"E, 240.09 FEET; THENCE S86°56'35\"W, 3.94 FEET; THENCE S03°30'58\"E,
 24.00 FEET; THENCE N86°56'35\"E, 27.94 FEET; THENCE N03°30'58\"W, 288.45 FEET; THENCE
 S86°05'17\"W, 60.10 FEET; THENCE N03°54'46\"W, 39.00 FEET TO THE POINT OF BEGINNING.
 SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

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 DRAFTER: JASON SUTTON, P.E.

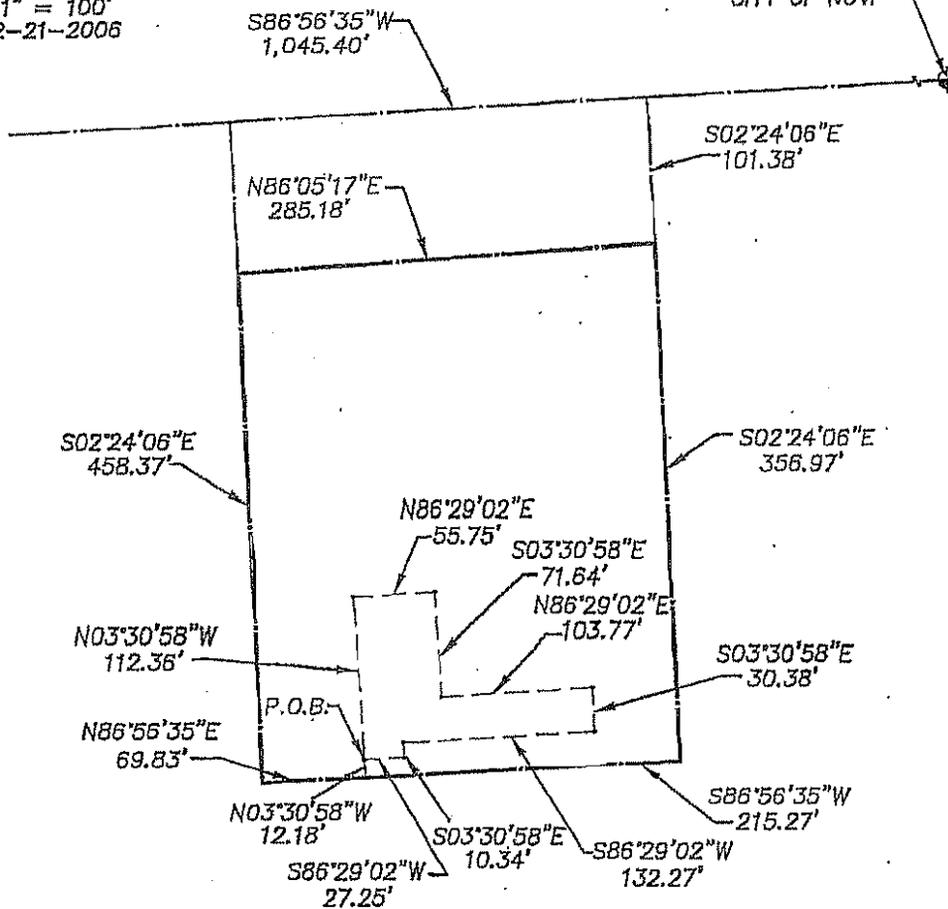
EXHIBIT 'D'
DETENTION/SEDIMENTATION
EASEMENT

NOTE: NO FIELD WORK DONE
 AS PART OF THIS PLAN.
 ALL EASEMENT INFORMATION
 IS BASED ON BOUNDARY
 SURVEY BY MILLETICS AND
 ASSOCIATES, JOB No.
 98-011, DATED 3-20-98.



SCALE: 1" = 100'
 DATE: 12-21-2006

NE CORNER
 SECTION 13
 TIN-RBE
 CITY OF NOVI



DETENTION/SEDIMENTATION EASEMENT:

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, OF SECTION 13, TIN-RBE, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE S86°56'35"W, 1,045.40 FEET; THENCE S02°24'06"E, 458.37 FEET; THENCE N86°56'35"E, 69.83 FEET; THENCE N03°30'58"W, 12.18 FEET TO THE POINT OF BEGINNING; THENCE N03°30'58"W, 112.36 FEET; THENCE N86°29'02"E, 55.75 FEET; THENCE S03°30'58"E, 71.64 FEET; THENCE N86°29'02"E, 103.77 FEET; THENCE S03°30'58"E, 30.38 FEET; THENCE S86°29'02"W, 132.27 FEET; THENCE S03°30'58"E, 10.34 FEET; THENCE S86°29'02"W, 27.25 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

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



Holiday Inn Express

