



CITY OF NOVI CITY COUNCIL
MAY 5, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Townes at Main Street located on the south side of Main Street, east of Novi Road (parcel 50-22-23-153-128 and 50-22-23-176-035).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This agreement is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site detention basin.

BACKGROUND INFORMATION:

The Townes at Main Street subdivision is located on the south side of Main Street, east of Novi Road. The developer Pulte Homes of Michigan LLC is requesting approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project. The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site detention basin.

Spalding DeDecker has inspected the on-site stormwater maintenance system. The inspection approval letter dated June 5, 2024, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, April 1, 2024) and the City Engineering consultant (Spalding DeDecker, March 14, 2024) and is recommended for approval.

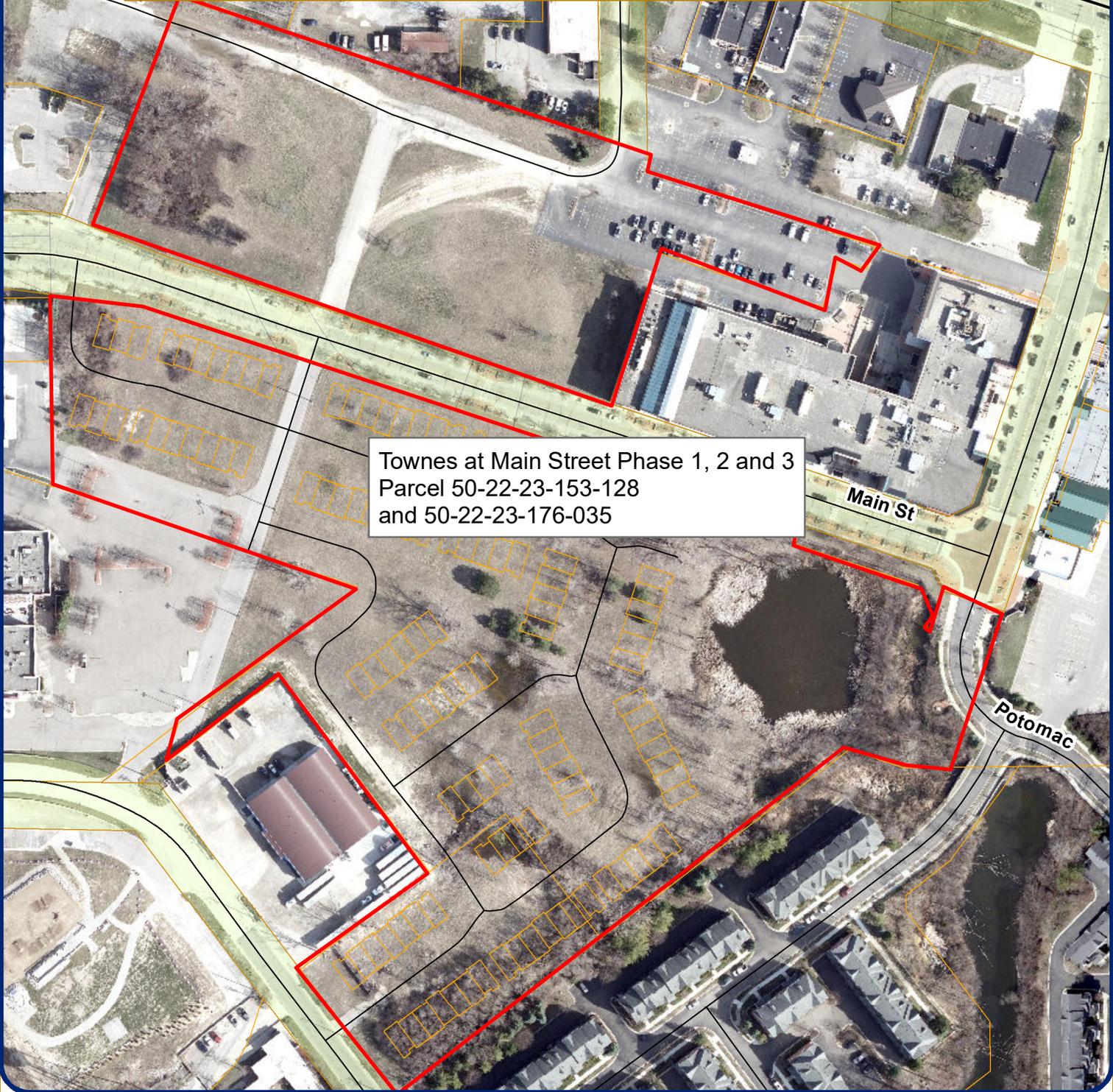
RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Townes at Main Street located on the south side of Main Street east of Novi Road (parcel 50-22-23-153-128 and 50-22-23-176-035).

Townes at Main Street Phase 1,2 and 3 SDFMEA

Location Map

Paul Bunyan

ve



Townes at Main Street Phase 1, 2 and 3
Parcel 50-22-23-153-128
and 50-22-23-176-035

Main St

Potomac

Map Author: Humna Anjum
Date: 4/22/2025
Project: Townes at Main Street
Version: 1.0

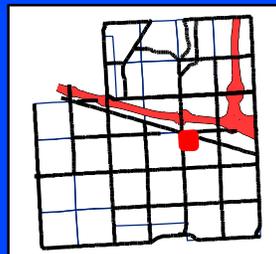
Amended By:
Date:
Department:

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 332 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Legend

- Major Roads
- Minor Roads
- Project Location



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

April 1, 2024

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: **Townes at Main Street JSP20-0035**
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Townes at Main Street 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. We will forward the original to the City Clerk's office upon receipt.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the printed name.

Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer
City of Novi
April 1, 2024
Page 2

C: (w/Enclosures)
Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Ben Nelson, Project Engineer
Alyssa Craigie, Administrative Assistant
Holly Demers, Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT (“Agreement”) is made February ____, 2024, by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083 (hereinafter the “Owner”), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the “City”).

RECITATIONS:

- A. Owner is the owner of a certain parcel of land situated in Section 23 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 residential townhome project on the Property.
- B. The residential townhome project, 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 or its successor in interest to the Property that develops the Property (“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.

Signatures appear on following pages

City Signature Page to Storm Drainage Maintenance Easement Agreement

CITY:

City of Novi
a Michigan Municipal Corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as the _____ of the City of Novi, a Michigan Municipal Corporation, on behalf of the City.

Notary Public,
Acting in _____ County, MI
My commission expires: _____

Drafted by and when recorded return to:
Duncan P. Ogilvie
SK Detroit Law Partners, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

**Exhibit A
Legal Description**

Exhibit B
Schedule of Maintenance

EXHIBIT B

STORM DRAIN FACILITY MAINTENANCE EASEMENT (SOUTH)

PART OF THE N.W. 1/4 OF SECTION 23, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MI

Exhibit B
The Townes at Main Street - Storm Drainage Facility Maintenance Easement Agreement

Storm Water Facility	Maintenance Action	Corrective Action	Annual Estimated Cost for Maintenance & Repairs		
			1st Year	2nd Year	3rd Year
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.	\$900	\$950	\$1,000
Biofiltration area Leaching Basins	Check cover, basin structure and outlet pipe for accumulation of debris/sediment and remove as necessary.	Make adjustments/repairs to ensure proper functioning of the basin and outlet pipe.	\$800	\$840	\$880
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.	\$1,300	\$1,380	\$1,460
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 structure and outlet pipe.	\$800	\$840	\$880
Total:			\$4,400	\$4,640	\$4,880

CLIENT:
SINGH DEVELOPMENT, LLC
7125 ORCHARD LAKE RD., STE. 200
WEST BLOOMFIELD, MI 48325
(248) 865-1600

REVISIONS:
1/19/23 PER CLIENT SK

SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

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17001 N NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
588.412.7080

FARMINGTON HILLS OFFICE
38208 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

EXHIBIT B SCHEDULE OF MAINTENANCE	
JOB#: 19-022SK	DRAWN BY: S.K.
DATE: 11-07-22	LAYOUT: 8-pg2
SCALE: -	PAGE: 2 OF 6

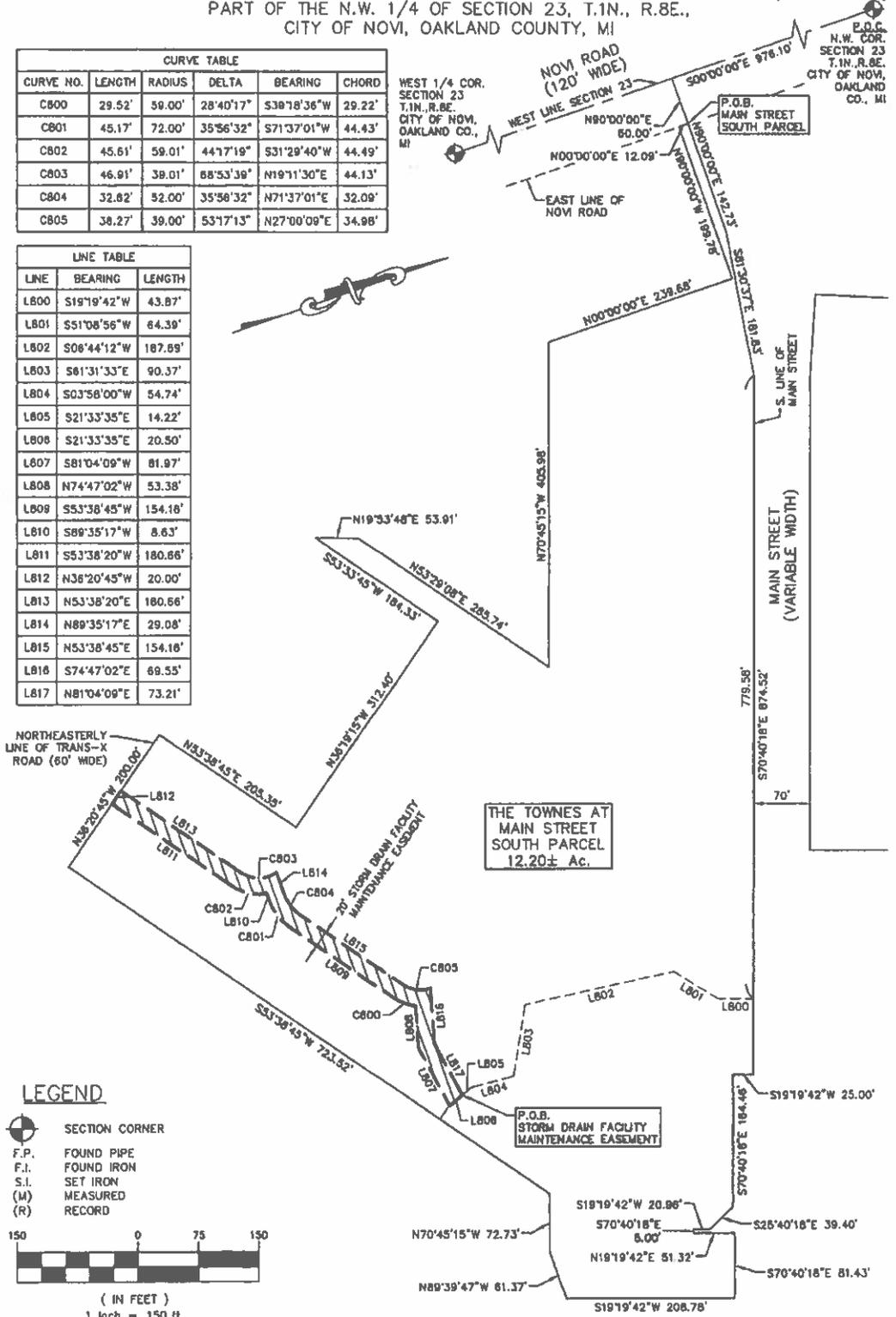
Exhibit C
Ingress/Egress Easement Area

EXHIBIT C STORM DRAIN FACILITY MAINTENANCE EASEMENT (SOUTH)

PART OF THE N.W. 1/4 OF SECTION 23, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MI

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C800	29.52'	59.00'	28°40'17"	S39°18'36"W	29.22'
C801	45.17'	72.00'	35°56'32"	S71°37'01"W	44.43'
C802	45.61'	59.01'	44°17'19"	S31°29'40"W	44.49'
C803	46.91'	39.01'	68°53'39"	N19°11'30"E	44.13'
C804	32.82'	52.00'	35°56'32"	N71°37'01"E	32.09'
C805	38.27'	39.00'	53°17'13"	N27°00'09"E	34.98'

LINE TABLE		
LINE	BEARING	LENGTH
L800	S19°19'42"W	43.87'
L801	S51°08'56"W	84.39'
L802	S06°44'12"W	187.89'
L803	S61°31'33"E	90.37'
L804	S03°58'00"W	54.74'
L805	S21°33'35"E	14.22'
L806	S21°33'35"E	20.50'
L807	S81°04'09"W	81.97'
L808	N74°47'02"W	53.38'
L809	S53°38'45"W	154.18'
L810	S89°35'17"W	8.63'
L811	S53°38'20"W	180.66'
L812	N38°20'45"W	20.00'
L813	N53°38'20"E	180.66'
L814	N89°35'17"E	29.08'
L815	N53°38'45"E	154.18'
L816	S74°47'02"E	69.55'
L817	N81°04'09"E	73.21'



CLIENT:
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WEST BLOOMFIELD, MI 48325
(248) 865-1600

REVISIONS:
1/19/23 PER CLIENT SK

SKL SEIBER KEAST LEHNER
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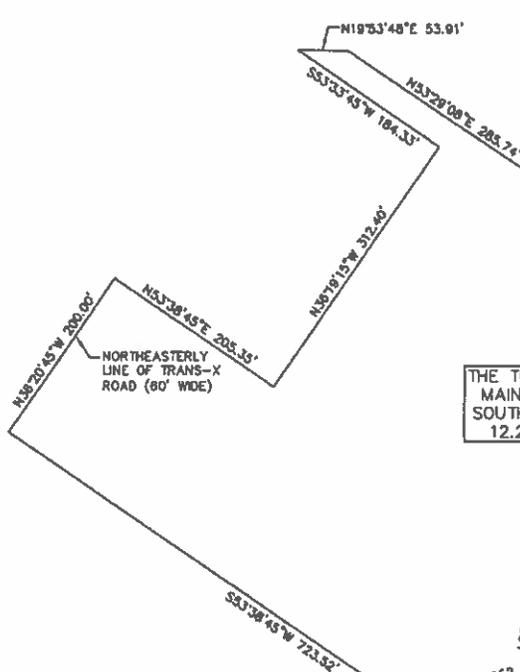
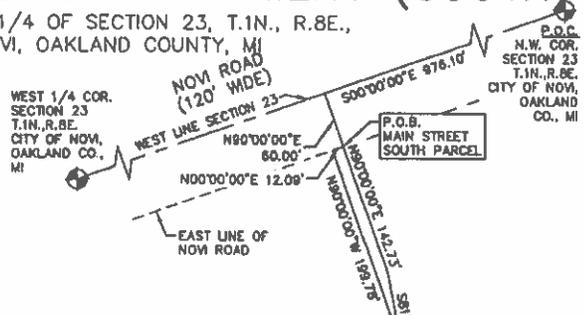
EXHIBIT C STORM DRAIN FACILITY MAINTENANCE EASEMENT (SOUTH)	
JOB #: 19-022SK	DRAWN BY: S.K.
DATE: 11-07-22	LAYOUT: 8-pg3
SCALE: 1" = 150'	PAGE: 3 OF 6

Exhibit D
Storm Detention Basin Easement

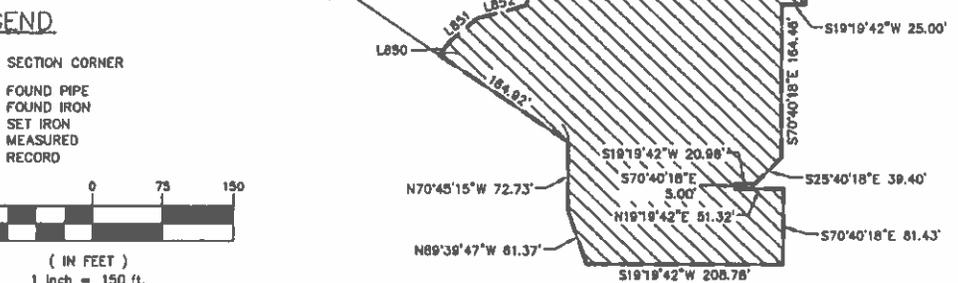
EXHIBIT D STORM DETENTION BASIN EASEMENT (SOUTH)

PART OF THE N.W. 1/4 OF SECTION 23, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MI

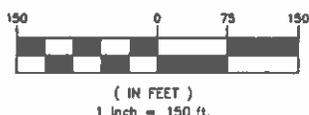
LINE TABLE		
LINE	BEARING	LENGTH
LB50	N38°21'15"W	17.13'
LB51	N21°33'35"W	38.38'
LB52	N03°58'00"E	54.74'
LB53	N81°31'33"W	90.37'
LB54	N08°44'12"E	187.89'
LB55	N51°08'58"E	64.39'
LB56	N19°19'42"E	43.87'



THE TOWNES AT
MAIN STREET
SOUTH PARCEL
12.20± Ac.



- LEGEND**
- SECTION CORNER
 - F.P. FOUND PIPE
 - F.I. FOUND IRON
 - S.I. SET IRON
 - (M) MEASURED RECORD
 - (R) RECORD



CLIENT:
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1/19/23 PER CLIENT SK

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248.308.3331

EXHIBIT D STORM DETENTION BASIN EASEMENT (SOUTH)	
JOB#: 19-022SK	DRAWN BY: S.K.
DATE: 11-07-22	LAYOUT: 8-pg5
SCALE: 1" = 150'	PAGE: 5 OF 6

EXHIBIT D STORM DETENTION BASIN EASEMENT (SOUTH)

PART OF THE N.W. 1/4 OF SECTION 23, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MI

DESCRIPTION OF STORM DETENTION BASIN EASEMENT (SOUTH):

AN EASEMENT LOCATED IN AND BEING PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND PART OF NOVI GARDENS SUBDIVISION AS RECORDED IN LIBER 60 OF PLATS, PAGE 18, OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S00°00'00"E 976.10 FEET, ALONG THE WEST LINE OF SAID SECTION 23; THENCE N90°00'00"E 60.00 FEET ALONG THE EXTENSION OF THE SOUTH LINE OF MAIN STREET (VARIABLE WIDTH) AS DEEDED TO THE CITY OF NOVI PER LIBER 17028, PAGE 100, OAKLAND COUNTY RECORDS, TO THE EAST LINE OF NOVI ROAD (120 FEET WIDE); THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTH LINE OF SAID MAIN STREET: N90°00'00"E 142.73 FEET, S81°30'37"E 181.83 FEET, AND S70°40'18"E 779.58 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING THE FOLLOWING EIGHT (8) COURSES ALONG THE SOUTH LINE OF SAID MAIN STREET: S70°40'18"E 94.94 FEET, S19°19'42"W 25.00 FEET, S70°40'18"E 164.46 FEET, S25°40'18"E 39.40 FEET, S19°19'42"W 20.96 FEET; THENCE S70°40'18"E 5.00 FEET, N19°19'42"E 51.32 FEET, AND S70°40'18"E 81.43 FEET; THENCE S19°19'42"W 208.78 FEET; THENCE N89°39'47"W 61.37 FEET; THENCE N70°45'15"W 72.73 FEET; THENCE S53°38'45"W 164.92 FEET; THENCE N36°21'15"W 17.13 FEET; THENCE N21°33'35"W 38.38 FEET; THENCE N03°58'00"E 54.74 FEET; THENCE N61°31'33"W 90.37 FEET; THENCE N06°44'12"E 187.69 FEET; THENCE N51°08'56"E 64.39 FEET; THENCE N19°19'42"E 43.87 FEET, TO THE POINT OF BEGINNING.

CLIENT:
SINGH DEVELOPMENT, LLC
7125 ORCHARD LAKE RD., STE. 200
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(248) 865-1600



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EXHIBIT D
STORM DETENTION BASIN
EASEMENT (SOUTH)

JOB#:
19-022SK

DRAWN BY:
S.K.

DATE:
11-07-22

LAYOUT:
8-pg6

SCALE:
-

PAGE:
6 OF 6

REVISIONS:
1/19/23 PER CLIENT

SK

March 14, 2024

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Townes at Main - Acceptance Documents Review
Novi # JSP20-0035
SDA Job No. NV23-202
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on March 07, 2024 against the Final Site Plan (Stamping Set) approved on January 17, 2024 and as-built records. We offer the following comments:

Final Acceptance Documents:

1. On-Site Water System Easement
(executed 2/15/2024: exhibit dated 11/22/2023)
Exhibits Approved.
2. On-Site Sanitary Sewer Easement
(executed 2/15/2024: exhibit dated 01/19/2023)
Exhibits Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement
(executed 2/15/2024: exhibit dated 01/19/2023)
Exhibits A, B, C, & D Approved.
4. Cross Access Easement
(unexecuted: exhibit dated 09/18/2023)
Exhibit Approved.
5. License Agreement (Light Poles)
(executed 2/15/2024: exhibit dated 04/07/2023)
Exhibits A and B Approved.
6. License Agreement (Retaining and Screen Walls)
(executed 2/15/2024: exhibit dated 04/07/2023)
Exhibits A and B Approved.
7. Bills of Sale: Sanitary Sewer System
(executed 02/15/2024: exhibits dated 1/19/2023)
Exhibits Approved.
8. Bills of Sale: Water Supply System
(executed 02/15/2024: exhibits dated 11/22/2023)

Exhibits Approved.

9. Full Unconditional Waivers of Lien from contractors installing public utilities
(executed dated 02/02/2024)
Approved.
10. Sworn Statement signed by Developer
(executed dated 02/02/2024)
Approved.

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.

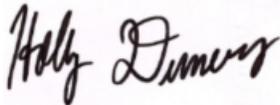
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated April 26, 2023 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



Holly Demers
Engineer

Cc (via Email): Adam Yako, City of Novi
Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Courtney Hanson, City of Novi
Madeleine Daniels, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Ben Peacock, City of Novi

June 5, 2024

Mrs. Humna Anjum
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Townes at Main Street Phase 1
Storm Water Detention System Inspection**
Novi SP No.: JSP20-0035
SDA Job No.: NV23-202

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping 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 Digitally signed by Ted Meadows
Date: 2024.06.05 17:00:53 -04'00'

Ted Meadows
Vice President/Senior Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
John Carson, Pulte Group (e-mail)
Paul Schyck, Pulte Group (e-mail)
SDA CE Job File