



CITY of NOVI CITY COUNCIL

Agenda Item H
February 9, 2015

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Charneth Fen Condominiums Association, for the Charneth Fen development located south of 12 ½ Mile Road and west of Novi Road.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *KRZ BC*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The Condominium Association for Charneth Fen requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new residential development project, located south of 12 ½ Mile Road and west of Novi Road, as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the 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 January 20, 2015 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Charneth Fen Condominiums Association, for the Charneth Fen development located south of 12 ½ Mile Road and west of Novi Road.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

Location Map Charneth Fen

50-22-10-280-007

Twelve 1/2 Mile Rd

Charneth Fen

10-400-021

Traci Trl

Melanie Ln

50-22-10-400-020

50-22-10-400-022

50-22-10-400-023

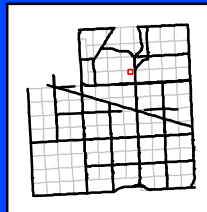
50-22-10-400-024

Map Author: A. Wayne
Date: January 30, 2015
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 232 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



1 inch = 103 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

January 20, 2015

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

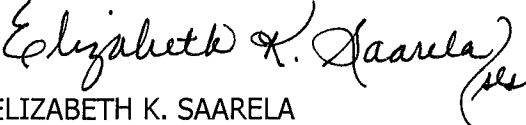
**Re: Charneth Fen JSP13-51
Storm Drainage Facility Maintenance Easement Agreement**

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 the Charneth Fen Condominium Development. The Agreement is in the City's standard format and has been executed by the Developer on behalf of the Association, pursuant to Article VIII, Section 2 of the Master Deed for the Charneth Fen Condominium. The City's Engineering Division has approved the Storm Drainage Facility Maintenance Easement Agreement exhibits. The Agreement is 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

- C: Maryanne Cornelius, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)
Adam Wayne, Construction Engineer (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
James V. Clarke, Robertson Charneth Fen (w/Enclosures)
Kim Shierk, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 15th day of January, 2015, by and between Charneth Fen Condominiums Association, a Michigan non-profit corporation whose address is c/o Your Peace of Mind, Inc., P.O. Box 2148, Howell, Michigan 48844 (hereinafter the "Association"), 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. Association is the administrator of a certain parcel of land situated in Section 4 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property") and known as Charneth Fen ("Condominium"), a condominium project established pursuant to a certain Master Deed recorded in Liber 33982, Pages 192 through 280, Oakland County Records, as amended ("Master Deed"). Association has received final site plan approval for construction of the unbuilt units in the Condominium on the Property. B.

The Condominium 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, pursuant to the terms of the Master Deed, the Association 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 Association 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 Association 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 Association 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 Association 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 Association within thirty (30) days of a billing to the Association. 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 Association, and, in such event, the Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

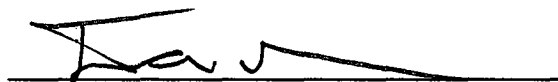
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

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 the Association, its agents, heirs, successors, assigns and transferees.

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

ASSOCIATION
CHARNETH FEN CONDOMINIUMS ASSOCIATION



By: Darian Neubecker

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14 day of January 2015, by Darian Neubecker, _____, as the President of Charneth Fen Condominium Association.

NATALIE BUDA
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 5, 2015
ACTING IN COUNTY OF
Oakland

Natalie Buda
Notary Public Wayne County
Acting in Oakland County, Michigan
My Commission Expires: 4-5-15

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 _____ 2015, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

<p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331</p>	<p>And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375</p>
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**EXHIBIT A
LEGAL DESCRIPTION**

File No.: 686803

The land referred to in this Commitment, situated in the County of Oakland, City of Novi, State of Michigan, is described as follows:

A part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 10; thence North 89 degrees 01 minutes 34 seconds West, 805.22 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 South 00 degrees 42 minutes 26 seconds West, 722.10 feet; thence North 88 degrees 28 minutes 00 seconds West, 280.07 feet, to the Easterly line of CARLTON FOREST, Oakland County Condominium Plan No. 1241; thence North 00 degrees 42 minutes 38 seconds East, 719.36 feet, along the Easterly line of said CARLTON FOREST, to a point on the East and West 1/4 line of said Section 10 and the centerline of said 12 1/2 Mile Road (said point being South 89 degrees 01 minutes 34 seconds East, 1621.14 feet, from the Center of said Section 10); thence South 89 degrees 01 minutes 34 seconds East, 280.00 feet, along the East and West 1/4 line of said Section 10 and the centerline of said 12 1/2 Mile Road, to the Point of Beginning.

Now known as:

Units 12, 13, 14, 15 and 16, inclusive, Building 4, Units 23 through 28, inclusive, Building 5, Units 29 through 35, inclusive, Building 1, Units 36 through 40, inclusive, Building 3 and Units 41 and 42, Building 2, of CHARNETH FEN CONDOMINIUMS, a Condominium according to the Master Deed thereof recorded in Liber 33982, page 192, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1655 and any amendments thereto, First Amendment to Master Deed recorded in Liber 35872, page 730 and Second Amendment to Master Deed recorded in Liber 46986, page 142, together with an undivided interest in the common elements of said condominium as set forth in said Master Deed, and any amendments thereto, as described in Act 59 of the Public Acts of Michigan of 1978, as amended.

Exhibit B

<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

EAST & WEST 1/4 LINE OF SECTION 10 AND
THE CENTERLINE OF 12 1/2 MILE ROAD

12 1/2 MILE ROAD

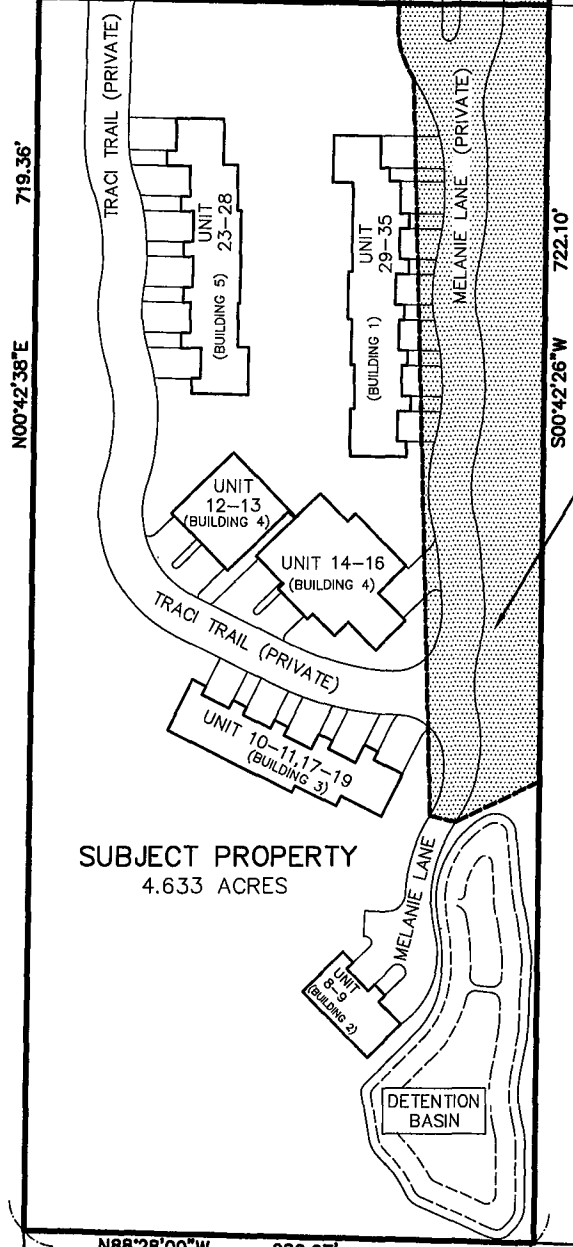
S89°01'34"E 1621.14' S89°01'34"E 280.00' N89°01'34"W 805.22'

CENTER OF SECTION 10
T.1N., R.8E.
L.6449, P.212,

EAST 1/4 COR.
SECTION 10
T.1N., R.8E.
L.16850, P.426,

PROPOSED
"CARLTON FOREST"
OAKLAND COUNTY CONDOMINIUM
PLAN NO. 1241

TAX I.D. 22-10-400-020

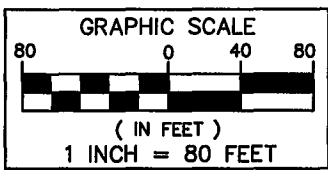


INGRESS/EGRESS
EASEMENT FOR
STORM WATER
DETENTION BASIN.
SEE SHEET #2

SUBJECT PROPERTY
4.633 ACRES

N88°28'00"W 280.07'

TAX I.D. 22-10-400-024



INGRESS/EGRESS
EASEMENT AREA

OVERALL SITE PLAN

**SEIBER, KEAST
ENGINEERING, L.L.C.**
CONSULTING ENGINEERS
100 MIDCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.305.3331 EMAIL: INFO@SEIBERKEAST.COM

REVISIONS		
NO.	DESCRIPTION	DATE

CHARNETH FEN
INGRESS/EGRESS EASEMENT
SECTION 10, T.1N., R.8E., CITY OF NOV
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 80'
JOB NO.: 01-058
DATE: 1/13/15
CHECKED BY: C.S.

SHEET
1
OF
3

EXHIBIT C

**LEGAL DESCRIPTION
INGRESS/EGRESS EASEMENT AREA FOR STORM WATER DETENTION BASIN**

An easement for Ingress/Egress being part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 10; thence North 89°01'34" West, 805.22 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road, to a point on the east line of Subject Property and for a **POINT OF BEGINNING**; thence South 00°42'26" West, 468.36 feet, along the east line of said Subject Property; thence South 64°25'25" West, 51.45 feet; thence North 75°58'00" West, 14.86 feet; thence North 01°15'36" West, 404.07 feet; thence 30.35 feet along a curve to the right, said curve having a radius of 50.00 feet, a central angle of 34°46'23" and a chord bearing and distance of North 16°24'46" West, 29.88 feet; thence North 00°58'26" East, 55.71 feet, to a point on the East and West 1/4 line of said Section 10 and the centerline of said 12 1/2 Mile Road; thence South 89°01'34" East, 83.00 feet, along the East and West 1/4 line of said Section 10 and the centerline of said 12 1/2 Mile Road, to the **Point of Beginning**.

INGRESS/EGRESS EASEMENT DESCRIPTION


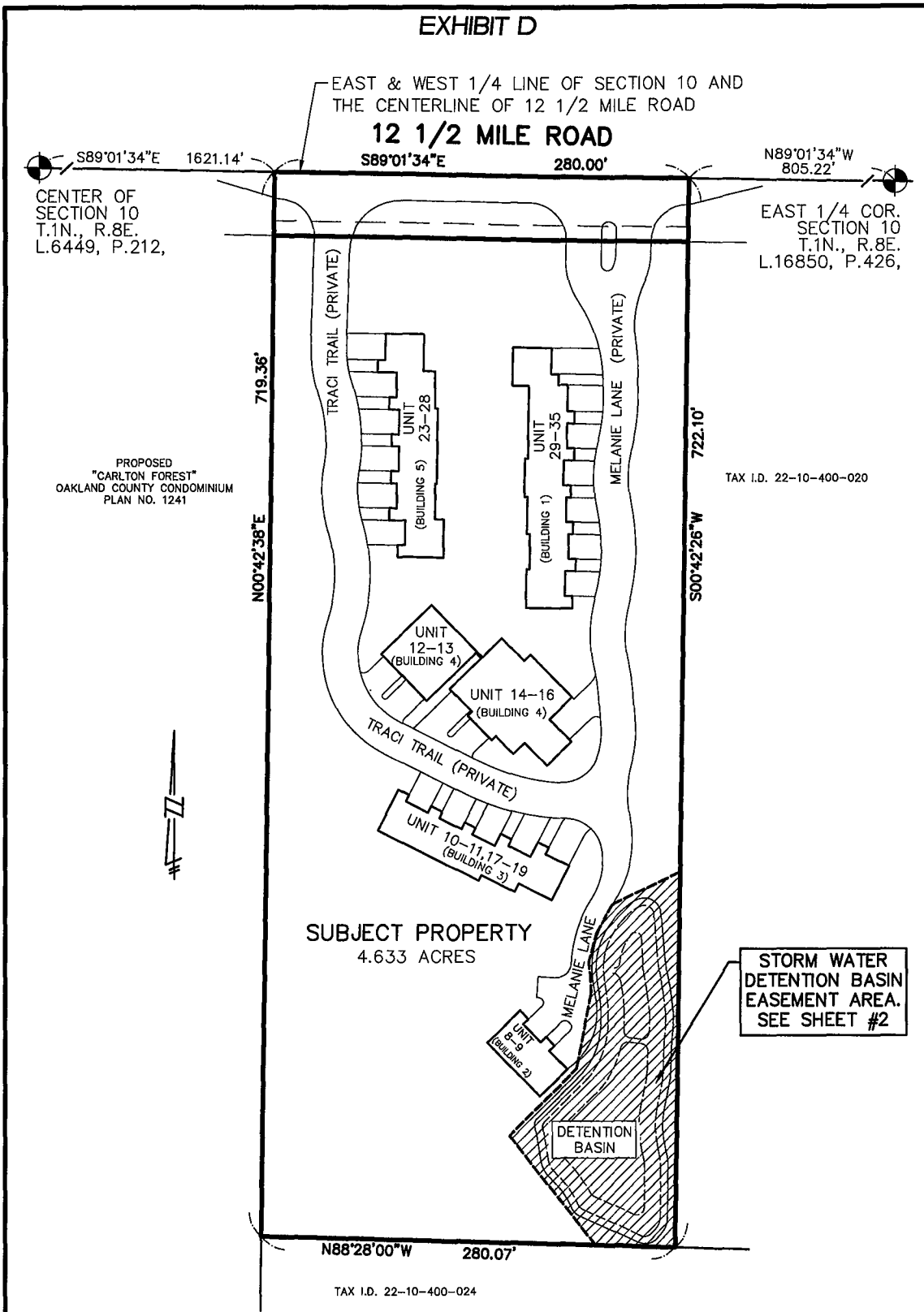
 <p>SEIBER, KEAST ENGINEERING, L.L.C. CONSULTING ENGINEERS 100 MIANCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167 PHONE: 248.305.3331 EMAIL: INFO@SEIBERKEAST.COM</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th style="font-size: small;">NO.</th> <th style="font-size: small;">ITEM</th> <th style="font-size: small;">DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISIONS			NO.	ITEM	DATE																<p>CHARNETH FEN INGRESS/EGRESS EASEMENT SECTION 10, T.1N., R.8E., CITY OF NOVI OAKLAND COUNTY, MICHIGAN</p>	<p>SCALE: NOT TO SCALE JOB NO.: 01-058 DATE: 1/13/15 CHECKED BY: C.S.</p>	<p style="font-size: x-small;">SHEET</p> <p style="font-size: 2em; font-weight: bold;">3 OF 3</p>
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EXHIBIT D



CENTER OF SECTION 10 T.1N., R.8E. L.6449, P.212,

EAST 1/4 COR. SECTION 10 T.1N., R.8E. L.16850, P.426,

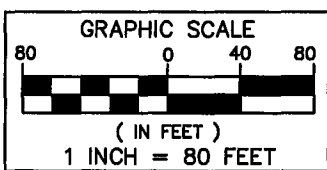
PROPOSED "CARLTON FOREST" OAKLAND COUNTY CONDOMINIUM PLAN NO. 1241

TAX I.D. 22-10-400-020

SUBJECT PROPERTY 4.633 ACRES

STORM WATER DETENTION BASIN EASEMENT AREA. SEE SHEET #2

DETENTION BASIN



STORM WATER DETENTION BASIN EASEMENT AREA

OVERALL SITE PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MIANCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.305.3331 EMAIL: INFO@SEIBERKEAST.COM

REVISIONS		
NO.	ITEM	DATE

CHARNETH FEN
DETENTION BASIN EASEMENT AREA
SECTION 10, T.1N., R.8E., CITY OF NOV
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 80'
JOB NO.: 01-058
DATE: 1/13/15
CHECKED BY: C.S.


SHEET
1
OF
3

EXHIBIT D

**LEGAL DESCRIPTION
STORM WATER DETENTION BASIN EASEMENT AREA**

An easement for Storm Water Detention Basin being part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 10; thence North 89°01'34" West, 805.22 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road, to a point on the east line of Subject Property; thence South 00°42'26" West, 468.36 feet, along the east line of said Subject Property, for a **POINT OF BEGINNING**; thence continuing South 00°42'26" West, 253.74 feet, along the east line to a point on the south line of said Subject Property; thence North 88°28'00" West, 54.60 feet, along the south line of said Subject Property; thence North 38°09'09" West, 93.65 feet; thence North 44°47'45" East, 64.03 feet; thence North 10°42'05" East, 52.61 feet; thence North 04°10'43" West, 20.49 feet; thence North 14°00'33" East, 20.13 feet; thence North 29°24'49" East, 22.17 feet; thence North 64°25'25" East, 51.45 feet, to the **Point of Beginning**.

STORM WATER DETENTION BASIN EASEMENT DESCRIPTION

 <p>SEIBER, KEAST ENGINEERING, L.L.C. <small>CONSULTING ENGINEERS 100 MIDCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167 PHONE: 248.305.3331 EMAIL: INFO@SEIBERKEAST.COM</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th style="font-size: 8px;">NO.</th> <th style="font-size: 8px;">DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	REVISIONS		NO.	DATE																			<p>CHARNETH FEN DETENTION BASIN EASEMENT AREA SECTION 10, T.1N., R.8E., CITY OF NOVI OAKLAND COUNTY, MICHIGAN</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">SCALE: NOT TO SCALE</td> </tr> <tr> <td style="font-size: 8px;">JOB NO.: 01-058</td> </tr> <tr> <td style="font-size: 8px;">DATE: 1/13/15</td> </tr> <tr> <td style="font-size: 8px;">CHECKED BY: C.S.</td> </tr> </table>	SCALE: NOT TO SCALE	JOB NO.: 01-058	DATE: 1/13/15	CHECKED BY: C.S.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">SHEET</td> </tr> <tr> <td style="font-size: 24px; font-weight: bold;">3</td> </tr> <tr> <td style="font-size: 8px;">OF</td> </tr> <tr> <td style="font-size: 24px; font-weight: bold;">3</td> </tr> </table>	SHEET	3	OF	3
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