



CITY OF NOVI CITY COUNCIL
MAY 24, 2021

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Office Development, LLC for the Hillside Investments office building located south of Thirteen Mile Road and west of Haggerty Road (parcel 50-22-12-200-057).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: The developer of the Hillside Investments office building requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, September 9, 2020) and the City Engineering consultant (Spalding DeDecker, September 2, 2020), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Office Development, LLC for the Hillside Investments office building located south of Thirteen Mile Road and west of Haggerty Road (parcel 50-22-12-200-057).

Hillside Investments Office Building SDFMEA

Location Map

Thirteen Mile Rd

Haggerty Rd

Hillside Investments Office Building
50-22-12-200-057

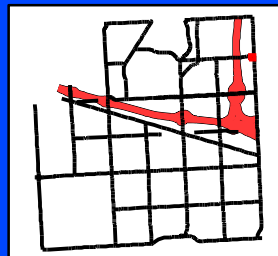
Map Author: Kate Richardson
Date: 05/11/2021
Project: Hillside Investments Office Building
Version: 1.0

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

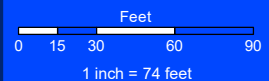
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi.
Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend
□ Subject Parcel



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

September 9, 2020

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Hillside Office Center JSP 17-0084
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 facilities serving Hillside Office Center. 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. Community Development has the original document.

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 black ink, appearing to read 'Elizabeth Kudla Saarela', written over the typed name.

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
September 9, 2020
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Madeleine Kopko, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Kate Richardson, Plan Review Engineer (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Victor Boron, Civil Engineer (w/Enclosure)
Rebecca Runkel, Staff Engineer (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
David Hardin, Hillside Investments (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 20 day of August, 2020, by and between Novi Office Development, LLC a Michigan limited liability company, whose address is 47075 Five Mile Road, Plymouth, MI 48170 (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 Section 12 of the City of Novi, Oakland County, Michigan, depicted **Exhibit A** attached and incorporated as and described on **Exhibit B** attached and incorporated (the "Property"). Owner has received final site plan approval for construction of an office development on the Property.
- B. The office 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 ensure that the same continue to function as a storm water drainage facility. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to ensure that the physical condition 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 C**.

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 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 storm drainage facilities on the Property, 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.

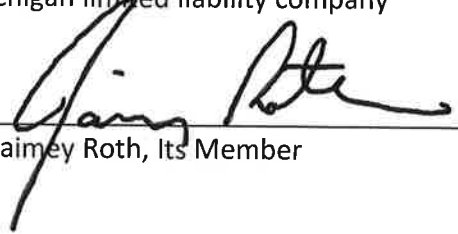
This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

{Remainder of the Page left Intentionally Blank}

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

OWNER

Novi Office Development, LLC,
a Michigan limited liability company


By: Jaimey Roth, Its Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 20 day of August, 2020
by Jaimey Roth, as the member of Novi Office Development LLC

CYNTHIA D. ROSENTHAL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 06-23-2022
Acting in the County of Oakland

Cynthia D Rosenthal
Notary Public
Acting in *Oakland* County, Michigan
My Commission Expires: *6-23-2022*

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

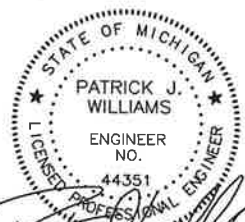
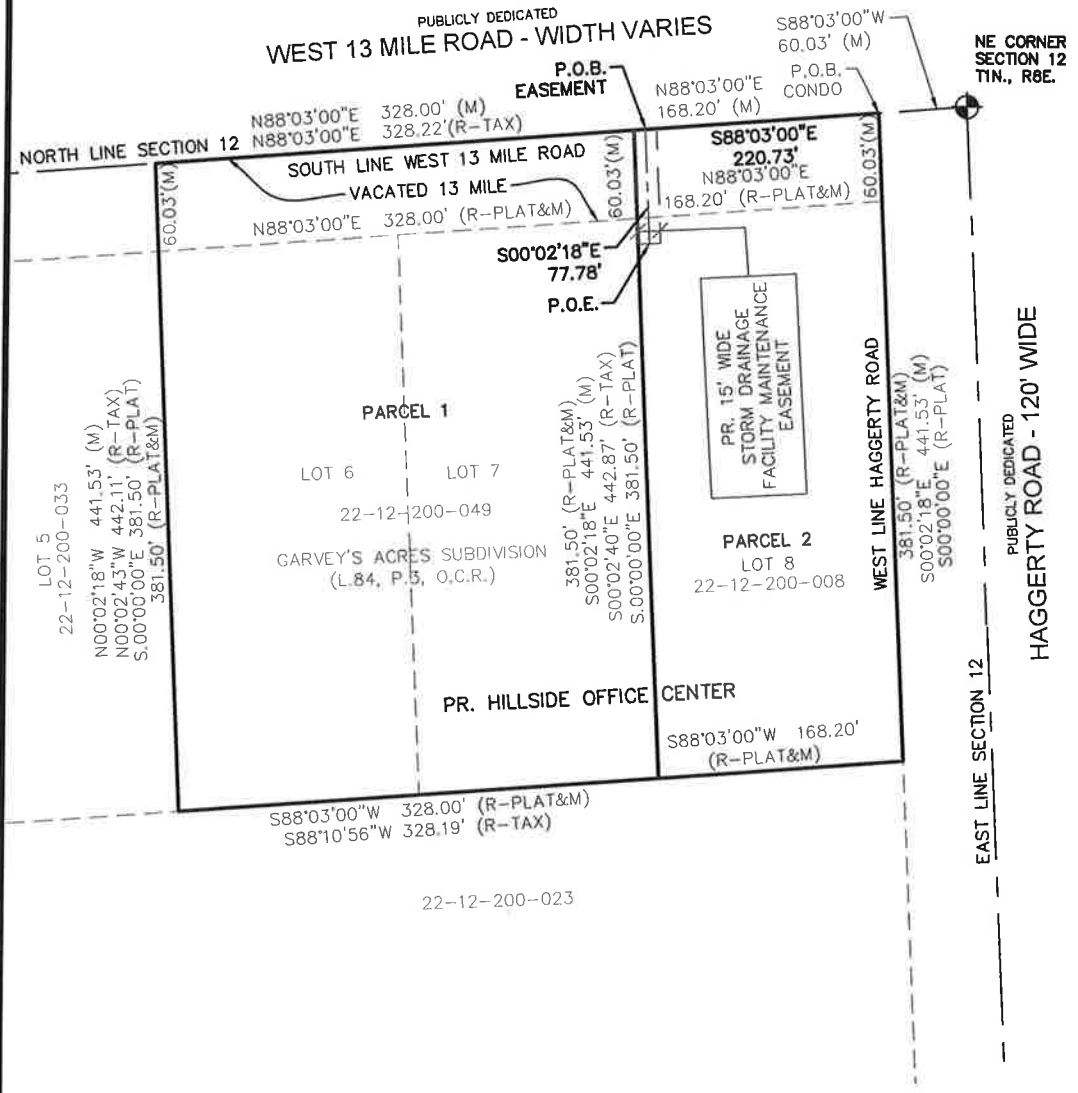
The foregoing instrument was acknowledged before me on this ____ day of _____, 20____, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in _____ 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
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EXHIBIT A

STORM DRAINAGE EASEMENT (SKETCH)



NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257

Patrick J. Williams



SCALE: 1" = 100'

DATE 05-29-2018 DRAWN AJE JOB NO. 1897 SHEET 1 of 3

EXHIBIT B

STORM DRAINAGE EASEMENT (LEGAL DESCRIPTIONS)

LEGAL DESCRIPTION - PARCEL 1

LAND LOCATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN AND DESCRIBED AS FOLLOWS:

LOTS 6 AND 7 AND THE SOUTH 60 FEET OF VACATED THIRTEEN MILE ROAD ADJACENT TO SAME OF GARVEY'S ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 84 OF PLATS, PAGE 3 OF OAKLAND COUNTY RECORDS.

P.I.N.: 22-12-200-049

LEGAL DESCRIPTION - PARCEL 2

LAND LOCATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN AND DESCRIBED AS FOLLOWS:

LOT 8 AND THE SOUTH 60 FEET OF VACATED THIRTEEN MILE ROAD ADJACENT TO SAME OF GARVEY'S ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 84 OF PLATS, PAGE 3 OF OAKLAND COUNTY RECORDS.

P.I.N.: 22-12-200-008

LEGAL DESCRIPTION - PROPOSED CONDOMINIUM

LOTS 6, 7 AND 8 AND THE SOUTH 60 FEET OF VACATED 13 MILE ROAD ADJACENT THEREOF, OF GARVEY'S ACRES SUBDIVISION, OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, NOVI TOWNSHIP (NOW CITY OF NOVI), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 84 OF PLATS, ON PAGE 3, OAKLAND COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 12, 60.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 02 MINUTES 18 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 8, 441.53 FEET (RECORDED AS: SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST) TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, 496.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 00 DEGREES 02 MINUTES 18 SECONDS WEST (RECORDED AS: NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST), 441.53 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID LOT 6, AS EXTENDED, AND THE NORTH LINE OF SAID SECTION 12; THENCE NORTH 88 DEGREES 03 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 12, 496.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 218,967 SQUARE FEET OR 5.03 ACRES OF LAND.

LEGAL DESCRIPTION - STORM EASEMENT

A 15' WIDE STORM DRAINAGE MAINTENANCE EASEMENT BEING PART OF LOT 8 AND VACATED 13 MILE ROAD OF GARVEY'S ACRES SUBDIVISION, PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 84 OF PLATS, ON PAGE 3, OAKLAND COUNTY RECORDS, WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 12, 220.73 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 02 MINUTES 18 SECONDS EAST, 77.78 FEET TO THE POINT OF ENDING.

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

Revised: 07-30-2020

DATE	DRAWN	JOB NO.	SHEET
05-29-2018	AJE	1897	2 of 3

EXHIBIT C
STORM DRAINAGE EASEMENT
(MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE)

	Oil/Gas Separator	Detention Basin	CMP Riser and Outlet Overflow Structures	Emergency Spillway, Rip-Rap and End Section	Buffer Strip	Cost per Occurrence	Annual Cost	Frequency
Maintenance Activities								
Monitoring / Inspection								
• Inspect for sediment accumulation** and clogging	X	X	X	X		\$25.00	\$25.00	Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X		\$25.00	\$25.00	Annually and after major events
• Inspect for erosion and integrity of banks and berms		X	X	X	X	\$25.00	\$25.00	Annually and after major events
• Ensure means of access for maintenance remains clear /	X	X	X	X	X	\$25.00	\$25.00	Annually
Preventative Maintenance								
• Mowing		X			X	\$100.00	\$200.00	Up to 2 times per year*
• Remove floatables, dead vegetation and debris	X	X	X	X	X	\$50.00	\$50.00	As needed
• Replace or wash / reuse stone riser filters			X	X		\$150.00	\$150.00	Every 3 years, more frequently as needed**
• Remove invasive plants		X			X	\$100.00	\$100.00	Annually
Remedial Actions								
• Repair / stabilize areas of erosion	X	X	X	X	X	\$200.00	\$200.00	As needed
• Structural repairs	X		X	X		\$500.00	\$500.00	As needed
• Make adjustments / repairs to ensure proper functioning	X	X	X	X	X	\$200.00	\$200.00	As needed
Total Annual Budget						\$1,500.00		
<p>* Not to exceed the length allowed by local community ordinance.</p> <p>** Replace stone if it can not be adequately cleaned.</p> <p>Note: Costs shown are estimated and are to be used for planning and budgeting purposes only. Actual costs will</p>								

THE OWNER AND SHALL MAINTAIN A LOG OF ALL
INSPECTION AND MAINTENANCE ACTIVITIES
AND MAKE THE LOG AVAILABLE TO CITY
PERSONNEL AS NEEDED.

September 2, 2020

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

Re: Hillside Investments Office Building - Acceptance Documents Review
Novi # JSP17-0084
SDA Job No. NV19-202
EXHIBITS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on September 2, 2020 against the Final Site Plan (Stamping Set) approved on June 11, 2018 and our 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. On-Site Water System Easement
Executed August 20, 2020
Legal Description Approved
2. On-Site Sanitary Sewer Easement
Executed August 20, 2020
Legal Description Approved
3. Sanitary Sewer Manhole Access Easement
Executed August 20, 2020
Legal Description Approved
4. Storm Drainage Facility / Maintenance Easement Agreement
Executed August 20, 2020
Legal Description Approved
5. Sidewalk Easement
Executed August 20, 2020
Legal Description Approved
6. Bills of Sale: Sanitary Sewer System and Water Supply System
Executed August 24, 2020
7. Full Unconditional Waivers of Lien from contractors installing public utilities
Provided
8. Sworn Statement signed by Developer
Provided

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.

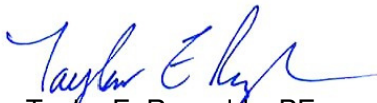
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated May 22, 2018 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
Project Coordinator

Cc (via Email): Victor Boron, City of Novi
 Michael Freckelton, Spalding DeDecker
 Courtney Hanson, City of Novi
 Madeleine Kopko, City of Novi
 Sarah Marchioni, City of Novi
 Ted Meadows, Spalding DeDecker
 Kate Richardson, City of Novi
 Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
 Angie Sosnowski, City of Novi