cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item 1 February 11, 2013

Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Pulte Group for Liberty Park—Single Family Phase 3 development located west of 12 Mile Road and west of Dixon Road.

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

CITY MANAGER APPROVAL: /

BACKGROUND INFORMATION:

The Pulte Group requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the Liberty Park Single-Family Phase 3 project development, located north of Twelve Mile Road and west of Dixon 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 Homeowner's 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.

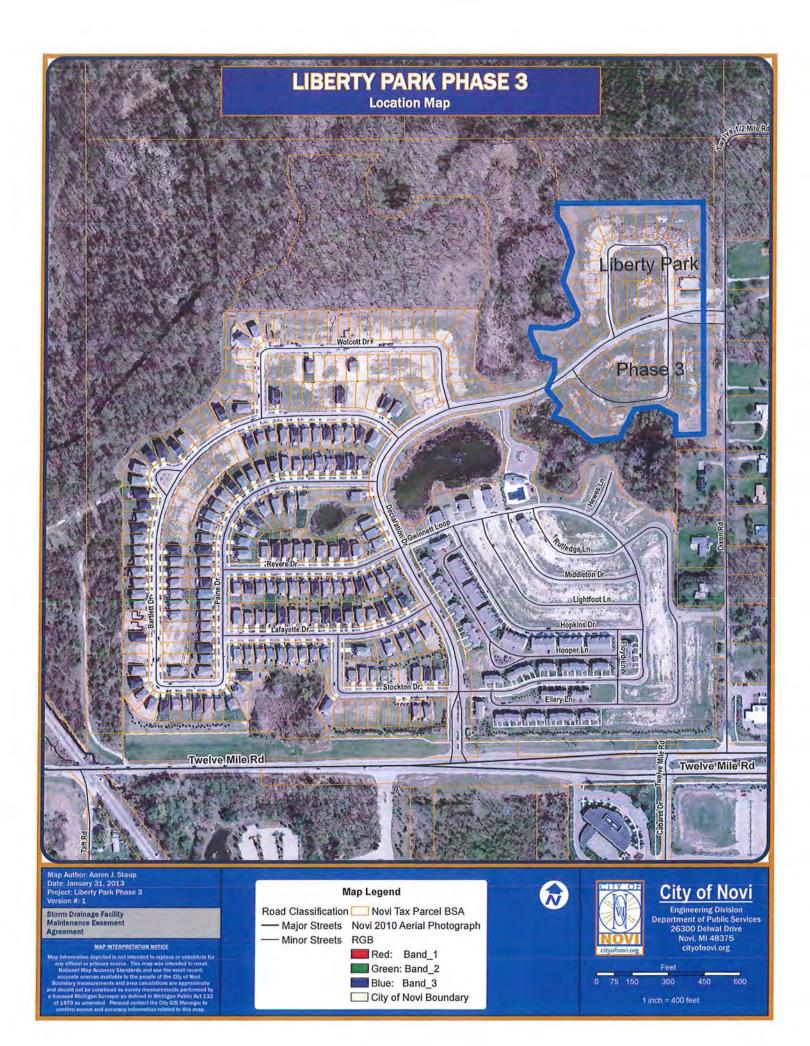
In this particular development, the developer has provided a Storm Drainage Facility Maintenance Easement Agreement for the on-site sedimentation chambers and other onsite storm water facilities in Liberty Park Subdivision Single Family Phase 3.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's January 29, 2013 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Pulte Group for Liberty Park—Single Family Phase 3 development located west of 12 Mile Road and west of Dixon Road.

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

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





JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627 Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela esaarela@irsjlaw.com

www.johnsonrosati.com

January 29, 2013

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

Re: Liberty Park Phase III - SP04-66A

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 Liberty Park Phase III. The Agreement is in the City's standard format and has been executed by Pulte Homes on behalf of itself and the Homeowners Association. The exhibits have been reviewed and approved by the City's consulting engineer. The Storm Drainage Facility Maintenance Easement 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.

y truly yours,

ELIZABETH K. SAARELA

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

EKS

Enclosures

: Maryanne Cornelius, Clerk (w/ 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)

Aaron Staup, Construction Engineering Coordinator (w/Enclosures)

FARMINGTON HILLS | LANSING | MARSHALL

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
David Beschke, Landscape Architect (w/Enclosures)
Crystal Sapp and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Erik Prater, Esq (w/Enclosures)
Brian Newcomb, Pulte Homes (w/Enclosures)
Tom Brodoski, Atwell Hicks (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

RECITATIONS:

- A. Developer is the owner and developer of a certain parcel of land situated in Section 10 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A (the "Property"). Developer has received final site plan approval for construction of a single family development on the Property.
- B. The Liberty Park Single-Family Phase 3 Development, shall contain certain storm water treatment facilities, including but not limited to, a Vortechnics Stormwater Treatment System(s), for the 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 Developer hereby covenants and agrees that the Developer until the transition of control as defined in the Master Deed for the Townes at Liberty Park Condominiums recorded at Liber 34795 Page 182 Oakland County Condominium Subdivision Plan, and the Association thereafter shall, at its own expense, perpetually preserve, maintain, and repair all storm water treatment 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 or 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 storm water treatment facilities in reasonable order and condition, the City may serve

written notice upon the Developer and/or 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 Developer and/or the 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 Vortechnics Stormwater Treatment Systems within the Vortechnics 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 and/or the Association within thirty (30) days of a billing to the Developer and/or the Association. All unpaid amounts may be placed on the delinquent tax roll of the City pro rated to the units in the condominium, 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/or the Association, and, in such event, the Developer and/or 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 all owners, their agents, heirs, successors, assigns and transferees.

STATE OF MICHIGAN)		
COUNTY OF OAKLAND)	SS.	
The foregoing instrume by Stephen Aturoo	ent was acknowled as the∫	ged before me this <u>16th</u> day of <u>January</u> , 2013. 1Pot Construction of Putte Group.
		Notary Public Acting in Oakland County, Michigan My Commission Expires: September 20, 2007 CITY OF NOVI A Municipal Corporation
		By: Its:
STATE OF MICHIGAN)	SS.	
COUNTY OF OAKLAND)		
		edged before me on this day of, on behalf of the City of Novi, a
		Notary Public Acting in Oakland County, Michigan My Commission Expires:
Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppid 34405 West Twelve Mile Road, S Farmington Hills, Ml 48331-562	Suite 200	And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375

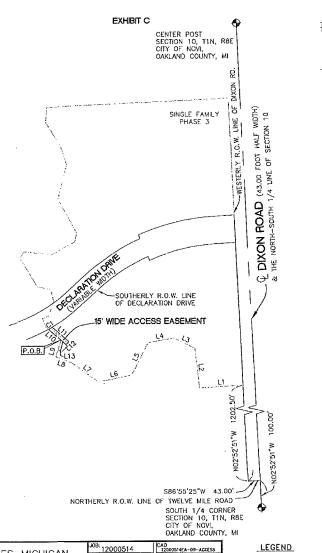
EXHIBIT "A"

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W 100.00 feet along the North-South 1/4 line of said Section 10; thence S86°55'25"W 43.00 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width); thence N02° 52'51"W 1202.49 feet along the Westerly right-of-way line of Dixon Road (43 foot Half Width) for a PLACE OF BEGINNING; thence S87°10'53"W 157.85 feet; thence N07°04'10"W 141.73 feet; thence N64°00'20"W 84.92 feet; thence S79°56'28"W 93.47 feet; thence S27°12'51"W 129.32 feet; thence S78° 17'28"W 122.77 feet; thence N53°53'22"W 120.46 feet; thence N68°40'30"W 60,03 feet; thence N17° 41'08"E 60.52 feet; thence N47°32'09"W 74.35 feet; thence N21°20'11"W 31.63 feet; thence N68°39'49"E 21.70 feet; thence N23°28'15"E 53.99 feet; thence N12°08'44"W 47.61 feet; thence N78°41'53"W 51.08 feet; thence N30°56′01"W 119.85 feet; thence N30°58′56″E 26.27 feet; thence S84°25′55″E 103.16 feet; thence N61°37'39"E 89.94 feet; thence N14°40'01"E 33.63 feet; thence N28°32'28"W 141.49 feet; thence N14°02'46"E 127.95 feet; thence N19°38'58"W 78.69 feet; thence N32°33'24"W 89.09 feet; thence N03° 26'13"E 54.31 feet; thence N87°26'21"E 656.72 feet; thence S02°52'51"E 1031.07 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10, containing 14.21 acres of land, more or less. EXCEPTING THEREFROM the following described portion of Proposed Liberty Park Road Right-of-Way: Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W 100.00 feet along the North-South 1/4 line of said Section 10; thence S86°55'25"W 43.00 feet along the Northerly right-of-way line of said Twelve Mile Road (Variable Width); thence N02°52'51"W 1715.44 feet along the Westerly right-of-way line of said Dixon Road (43 foot Half Width) for a PLACE OF BEGINNING; thence along the Southerly right-of-way line of Proposed Liberty Park Road (Variable Width) the following six courses: S86°22'39"W 79.15 feet, 239.70 feet along the arc of a 670.00 foot radius circular curve to the left, having a chord which bears S76°07'32"W 238.42 feet, N24°07'25"W 15.00 feet, 220.66 feet along the arc or a 685.00 foot radius non-tangential circular curve to the left, having a chord which bears S56°38'53"W 219.71 feet, S47°25'10"W 87.93 feet, and 136.28 feet along the arc of a 585.00 foot radius circular curve to the right, having a chord which bears S54° 05'35"W 135.97 feet; thence N47°32'09"W 15.93 feet; thence N21°20'11"W 31.63 feet; thence N68° 39'49"E 21.70 feet; thence N23°28'15"E 49.59 feet; thence along the Northerly right-of-way line of said Liberty Park Road the following six courses: 59.55 feet along the arc of a 515.00 foot radius nontangential circular curve to the left, having a chord which bears N50°43'55"E 59.51 feet, N47°25'10"E 87.93 feet, 243.21 feet along the arc of a 755.00 foot radius circular curve to the right, having a chord which bears N56°38'53"E 242.16 feet, N24°07'25"W 15.00 feet, 275.48 feet along the arc of a 770.00 foot radius non-tangential circular curve to the right, having a chord which bears N76°07'32"E 274.01 feet, and N86°22'29"E 80.45 feet; thence S02°52'51"E 100.01 feet along said Westerly right-of-way line of said Dixon Road to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10.

Exhibit B Liberty Park Single-Family Phase 3 Schedule of Maintenance

			Continues	Estimated (nance and	110101111
Storm Water Facility	Maintenance Action	Corrective Action	1st Year	2nd Year	3rd Year
Vortechnics Stormwater Treatment System	Follow Vortechnics recommended maintenance and inspection interval. At a minimum, quarterly inspection during the first year, twice per year after the first year. If sediment pile is within 30".36" of the water surface, then corrective action is required. Refer to inspection/maintenance manual provided with the specific Aquaswirl structure.	Remove accumulated sediment and debris buildup with a vac truck. Material to be disposed of in accordance with local and state requirements.	\$200	\$200	\$150

Note: The Owner and/or Association shall maintoin a log of all inspection and maintenance activities and make the log available to city personnel as needed.



CLIENT PULTE HOMES-MICHIGAN
SKETCH AND DESCRIPTION
OF A 15 FOOT WIDE
ACCESS EASEMENT
LOCATED IN
SECTION 10 TOWN 1 NORTH, RANGE 8 EAST

SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOW OAKLAND COUNTY

OAKLAND COUNTY

SCALE: 0 100 200

1 INCH = 200 FEET



SECTION CORNER

P.O.B. PLACE OF BEGINNING
R.O.W. RIGHT-OF-WAY

EXHIBIT C

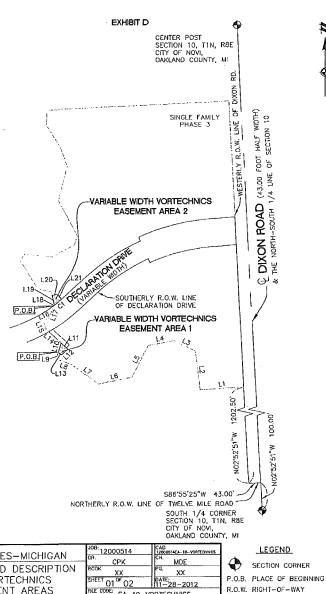
DESCRIPTION OF A 15.00 FOOT WIDE ACCESS EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 10, TIN, RRE, CITY OF NOW, DAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, TIN, R8E, City of Novi, Oakland County, Michigan: thence N02'82'51"W 100.00 feet along the North-South 1/4 line of Section 10 and the centerline of Dixon Road (43.00 foot Half Width); thence S86'55'25"W 43.00 feet along the Northerly ight-of-way line of Twelve Mile Road (Variable Width); thence N02'32'51"W 120.250 feet along the Westerly right-of-way line of soid Dixon Road; thence S87'10'53"W 157.85 feet; thence N07'04'10"W 141.73 feet; thence N04'00'20"W 84.92 feet; thence S79'56'28"W 93.47 feet; thence S79'56'28"W 199.47 feet; thence S79'56'28"W 120.46 feet; thence N68'40'30"W 60.03 feet; thence N17'41'08"E 60.52 feet for a PLACE OF BEGINNING; thence N47'32'09"W 56.42 feet; thence 15,73 feet along the arc of a 585.00 foot radius circular non-tangential curve to the feft, chord bearing N59'55'47'E 15.73 feet along the Southerly Right-of-Way line of Declaration Drive (Variable Width); thence S47'32'09"E 79.89 feet; thence S47'26'21"W 15.06 feet; thence N47'32'09"W 24.91 feet to the Place of Beginning.

	LINE TABLE	
UNE	BEARING	LENGTH
L1	S87'10'53"W	157.85
L2	N07'04'10"W	141.73
L3	N64'00'20"W	84.92
L4	S79'56'28"W	93.47
L5	S2712'51"W	129.32
L6	57817'28"W	122,77
L7	N53'53'22"W	120,46
L8	N68'40'30"W	60.03
L9	N17'41'08"E	60.52
L10	N47'32'09"W	58.42
111	S47'32'09"E	79.89
L12	S47'26'21"W	15.06
L13	N47'32'09"W	24.91

	Trong and	CU	RVE TABLE	4.0000	-5-0
CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
CI	15 73'	585.00"	N59'59'47"F	15 73'	1132127

PULTE HOMES-MICHIGAN	DR. CPK	CAD 12000514EA-09-ACCESS CH. MDE
SKETCH AND DESCRIPTION OF A 15 FOOT WIDE ACCESS EASEMENT LOCATED IN	SHEET 02 OF 02	30, XX DATE: 11-28-2012 -ACCESS
SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY	V 16	ATWELL TO I SOME AND



PULTE HOMES-MICHIGAN SKETCH AND DESCRIPTION OF VORTECHNICS EASEMENT AREAS LOCATED IN TOWN 1 NORTH, RANGE B EAST CITY OF NOVI OAKLAND COUNTY SECTION 10

200

SCALE: 0 100 1 INCH = 200 FEET



EXHIBIT D

DESCRIPTION OF A VORTECHNICS EASEMENT AREA I LOCATED IN THE SOUTHWEST 1/4 OF SECTION 10, TIN, RBE, CITY OF NOW, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Dokland County, Michigan; thence N02°52°51°W 100.00 feet along the North-South 1/4 line of Section 10 and the centerline of Dixon Road (43.00 foot Half Width); thence S88°55′25°W 43.00 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width); thence N02°52′51°W 1202.50 feet along the Westerly right-of-way line of sold Dixon Road; thence S87'10′53°W 157.85 feet; thence N07'04′10°W 141.73 feet; thence N64'00′20°W 84.92 feet; thence S79'56′28°W, 93.47 feet; thence S79'12°51°W 129.27 feet; thence N53'32′2°W 120.46 feet; hence N54'30′30°W 60.03 feet; thence N17'41′08°E 26.31 feet for or PIACE OF BEGINNING; thence N17'41′08°E 34.21 feet; thence S47'32′09°E 32.95 feet; thence S47'26′21°W 32.56 feet; thence N42'33'39°W 15.85 feat to the Place of Beginning.

DESCRIPTION OF A VORTECHNICS EASEMENT AREA 2 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 10, TIN, R8E, CITY OF NOVI, DAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10. TIN. R8E, City of Novi, Oakland County, Michigan; thence N02°52'51'W 100,00 feet along the North-South 1/4 line of Section 10 and the centerline of Dixon Road (43.00 foot Half Width); thence S85'55'25'W 43.00 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width); thence N02°52'51"W 1202.50 feet along the Westerly right-of-way line of soid Dixon Road; thence S78'52'8'W 137.85 feet; thence N07'04'10'W 141.73 feet; thence N84'00'20'W 84.92 feet; thence S78'58'8'W 93.47 feet; thence S78'51'8' 129.32 feet; thence S78'53'22'W 120.48 feet; thence S78'35'32'W 120.48 feet; thence N68'40'30'W 60.03 feet; thence N74'10'8'E 26.31 feet; thence continuing N17'41'08'E 34.21 feet; thence N68'35'49'E 21.70 feet; thence N23'25'15'E 49.59 feet for a PLACE OF BEGINNING; thence N23'28'15'E 4.40 feet; thence N12'08'44''W 33.50 feet; thence N75'31'16'E 18.40 feet; thence S41'05'48'E 24.28 feet; thence S8.55 feet along the Northerly Right-of-Way line of Declaration Drive (Variable Width) to the Place of Beginning.

	LINE TABLE	
LINE	BEARING	LENGTH
LI	S8710'53"W	157.85
L2	N07'04'10"W	141.73
L3	N54'00'20"W	84.92
14	S79*56'28"W	93,47
L5	S27"12"51"W	129.32
1.6	57817'28"W	122.77
1.7	N53'53'22"W	120,46
L8	N58'40'30"W	60.03
1.9	N17'41'08"E	26.31
LIO	N17'41'08"E	34.21
L11	S47'32'09"E	32.95
L12	547'26'21"W	32.56
L13	N42'33'39"W	15.85
L 4	N47'32'09"W	74.35
115	N21'20'11"W	31.63
L16	N68'35'49"E	21.70
L17	N23'28'15"E	49.59
LIB	N23'28'15"E	4.40
L19	N12'08'44"W	33.50
L.20	N77'51'16"E	18.40
L21	S41'05'48"E	24.28

			RVE TABLE		
CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
CI	36.35	515.00	S52'01'19"W	36.35	4'02'41"

SKETCH AND DESCRIPTION OF VORTECHNICS EASEMENT AREAS LOCATED IN	DR: 12000514 DR: CPK EDDK XX SHEET 02 DF 02 FRE CODE: EA-10	GAD CH. MDE FG. XX DATE: XX DOB-30-2012 -VORTECHNICS
SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOW DAKLAND COUNTY		ATWELL