



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

**Agenda Item F
September 24, 2007**

SUBJECT: Approval of the Right of Access to Maintain Private Sanitary Sewer System Agreement as part of the privately funded sanitary sewer extension for 20755 Club Lane (parcel 50-22-36-376-025).

SUBMITTING DEPARTMENT: Engineering Department *RA*

CITY MANAGER APPROVAL: *RA for CJP*

BACKGROUND INFORMATION:

MCG Meadowbrook, LLC, the builder of 20755 Club Lane in Estates of Meadowbrook located north of Eight Mile Road and west of Meadowbrook Road Novi Road, has installed a private grinder pump station and sanitary sewer force main in order to convey sanitary sewage from the property to the public sewer. As stated in the attached letter from the City Attorney, the agreement is for the purpose of ensuring that the property owner and all successor property owners have a legally binding obligation to maintain the private sanitary sewer system serving the property. While the pump station and force main will remain private, the agreement gives the City the ability to undertake necessary maintenance and/or repairs at the property owner's expense, should the property owner fail to do so.

The documentation has been reviewed and found to be acceptable by the City Attorney's office (Secrest-Wardle review letter dated August 31, 2007, attached) and the Engineering Department.

RECOMMENDED ACTION: Approval of the Right of Access to Maintain Private Sanitary Sewer System Agreement as part of the privately funded sanitary sewer extension for 20755 Club Lane (parcel 50-22-36-376-025).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

Location Map

20755 Club Lane

Map Publication Date: 09/14/07



CITY OF NOVI
ENGINEERING DEPARTMENT

45175 W. TEN MILE ROAD
NOVI, MI 48375-3024
(248) 347-0454
WWW.CITYOFNOVI.ORG
MAP AUTHOR: BRIAN COBURN, PE



MAP INTERPRETATION DISCLAIMER
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information, and data located in various city, county, state, and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City of Novi makes no warranty, express or implied, that the Geographic Information Systems (GIS) Data used to prepare this map are error free, and the City of Novi does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. Official records should be used as a primary information source for verification of the information provided on these pages.

August 31, 2007

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

Brian Coburn, Civil Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secrestwardle.com

**Re: Estates of Meadowbrook (Parcel A)
Right of Access to Maintain Private Sanitary Sewer System
Agreement
Our File No. 660023 NOV1**

Dear Mr. Coburn

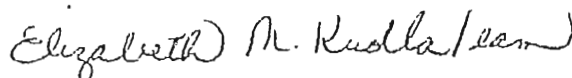
We have received and reviewed a revised Right of Access to Maintain Private Sanitary Sewer System Agreement for Estates of Meadowbrook Parcel A.

The Agreement is for the purpose of ensuring that the property owner and all successor property owners have a legally binding obligation to maintain the private sanitary sewer system serving the property. It also provides that, in the event that the property owner fails to do so, the City may undertake necessary maintenance and/or repairs at the property owner's expense. The terms of the proposed Agreement are satisfactory for this purpose.

Subject to your approval of the attached legal description, the Right of Access to Maintain Private Sanitary Sewer System Agreement is acceptable. Once approved by City Council, it should be signed by the City and recorded with the Oakland County Register of Deeds.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

C: Maryanne Cornelius, Clerk
Marina Neumaier, Assistant Finance Director
Dave Bluhm, Spalding DeDecker
Sarah Marchioni, Building Department
Frank Howland, Vistal Land and Home Development
Thomas R. Schultz, Esquire

C:\N\Portbl\N\manage\BKUDLA\972479_2.DOC

**RIGHT OF ACCESS TO MAINTAIN PRIVATE
SANITARY SEWER SYSTEM AGREEMENT**

THIS AGREEMENT is made this 29th day of August 2007, by and between MGC Meadowbrook, LLC *, and their successors, assigns, or transferees of the Property (as defined below) (hereinafter the "Owners"), 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. Owners are the current owners of certain parcels of land situated in the City of Novi, Oakland County, Michigan and more particularly described on Exhibit A, bearing Sidwell No. 22-36-376-025 (together, the "Property").

B. Owners desire to create an easement for the construction, operation, maintenance, repair, and replacement of a sanitary sewer as depicted and described on Exhibit A ("Easement Area"). in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, Owners hereby covenant and agree that Owners shall, at their own expense and, for so long as they own subject parcel, perpetually preserve, maintain, and repair the private sanitary sewer system to insure that the same continue to function as intended. For so long as they own subject property, Owners shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for the private sanitary sewer system to insure that the physical condition and intended function of such facilities shall be preserved and maintained.

In the event that Owners 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 private sanitary sewer system in reasonable order and condition, the City may serve written notice upon the then-current Owners of subject property, 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 the then current Owners of subject property 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 and perform such obligation or take such

* a michigan limited liability company whose address is: 3540 vine wood Ave. Detroit, MI 48208

corrective measures as reasonably found by the City to be appropriate or necessary. 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 fifteen percent (15%) of the total of all such costs and expenses incurred, shall be paid by the then current Owners of subject property within thirty (30) days of a billing to the then current Owners. All unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, 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 then current Owners of subject property, and, in such event, the then current Owners of subject property 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 to 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 of subject property, their agents, heirs, successors, assigns and transferees. An Owner of subject property shall have no obligations under this Agreement once such Owner has sold, assigned and/or otherwise transferred such Owner's interest in and to a particular Parcel, such being the obligations of such Owner's successors, assigns and/or transferees.

{Signature Page Follows}

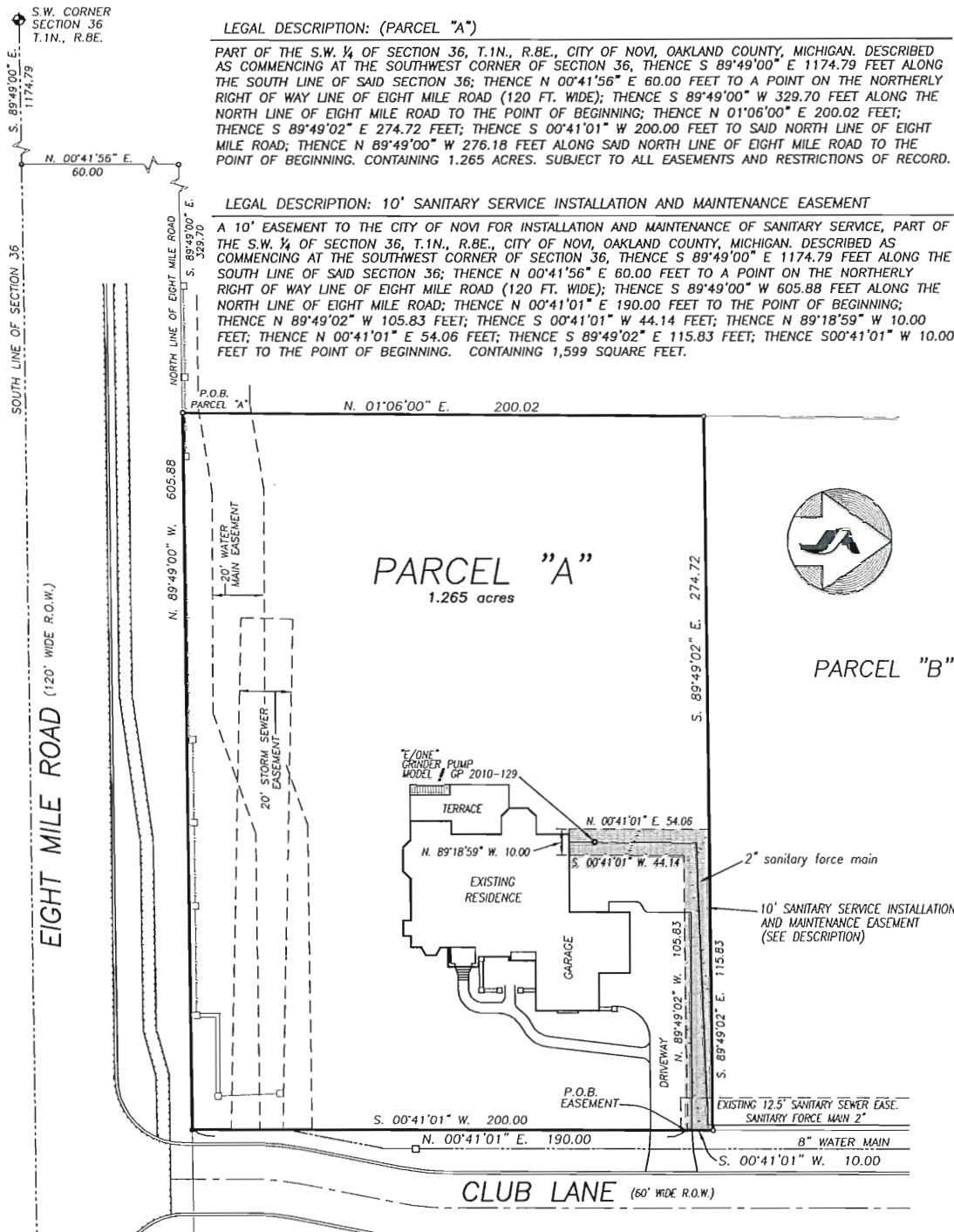
EXHIBIT "A"

LEGAL DESCRIPTION: (PARCEL "A")

PART OF THE S.W. ¼ OF SECTION 36, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36, THENCE S 89°49'00" E 1174.79 FEET ALONG THE SOUTH LINE OF SAID SECTION 36; THENCE N 00°41'56" E 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EIGHT MILE ROAD (120 FT. WIDE); THENCE S 89°49'00" W 329.70 FEET ALONG THE NORTH LINE OF EIGHT MILE ROAD TO THE POINT OF BEGINNING; THENCE N 01°06'00" E 200.02 FEET; THENCE S 89°49'02" E 274.72 FEET; THENCE S 00°41'01" W 200.00 FEET TO SAID NORTH LINE OF EIGHT MILE ROAD; THENCE N 89°49'00" W 276.18 FEET ALONG SAID NORTH LINE OF EIGHT MILE ROAD TO THE POINT OF BEGINNING. CONTAINING 1.265 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION: 10' SANITARY SERVICE INSTALLATION AND MAINTENANCE EASEMENT

A 10' EASEMENT TO THE CITY OF NOVI FOR INSTALLATION AND MAINTENANCE OF SANITARY SERVICE, PART OF THE S.W. ¼ OF SECTION 36, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36, THENCE S 89°49'00" E 1174.79 FEET ALONG THE SOUTH LINE OF SAID SECTION 36; THENCE N 00°41'56" E 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EIGHT MILE ROAD (120 FT. WIDE); THENCE S 89°49'00" W 605.88 FEET ALONG THE NORTH LINE OF SAID SECTION 36; THENCE N 00°41'01" E 190.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°49'02" W 105.83 FEET; THENCE S 00°41'01" W 44.14 FEET; THENCE N 89°18'59" W 10.00 FEET; THENCE N 00°41'01" E 54.06 FEET; THENCE S 89°49'02" E 115.83 FEET; THENCE S00°41'01" W 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,599 SQUARE FEET.



SANITARY EASEMENT DESCRIPTION

IN THE CITY OF NOVI, COUNTY OF OAKLAND,
STATE OF MICHIGAN

PREPARED FOR: VISTAL LAND & HOME
DEVELOPMENT, INC.
46870 SEVEN MILE ROAD
NORTHVILLE, MI 48167

JEKABSON & ASSOCIATES, P.C.
Professional Land Surveyors
1320 Goldsmith, Plymouth, MI 48170
(734) 414-7200 (734) 414-7272 fax
by *[Signature]*



DATE	8 AUG 07
JOB NO.	06-02-010
SCALE	1" = 50'
DRAWN	JGE
CHECKED	IJJ
SHEET	1 OF 1

