



**CITY of NOVI CITY COUNCIL**

**Agenda Item K  
May 3, 2010**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Damas Grand River Properties, LLC for the Damas Grand River Building located at 44725 Grand River Avenue, between Taft and Novi Roads in Section 15 (parcel 22-15-376-012).

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

**CITY MANAGER APPROVAL:** *TCM*

**BACKGROUND INFORMATION:**

Damas Grand River Properties, LLC has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the Damas Grand River site, located at 44725 Grand River Avenue (between Taft and Novi Roads, in Section 15 of the City of Novi). The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's April 15, 2010 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Damas Grand River Properties, LLC for the Damas Grand River Building located at 44725 Grand River Avenue, between Taft and Novi Roads in Section 15 (parcel 22-15-376-012).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

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

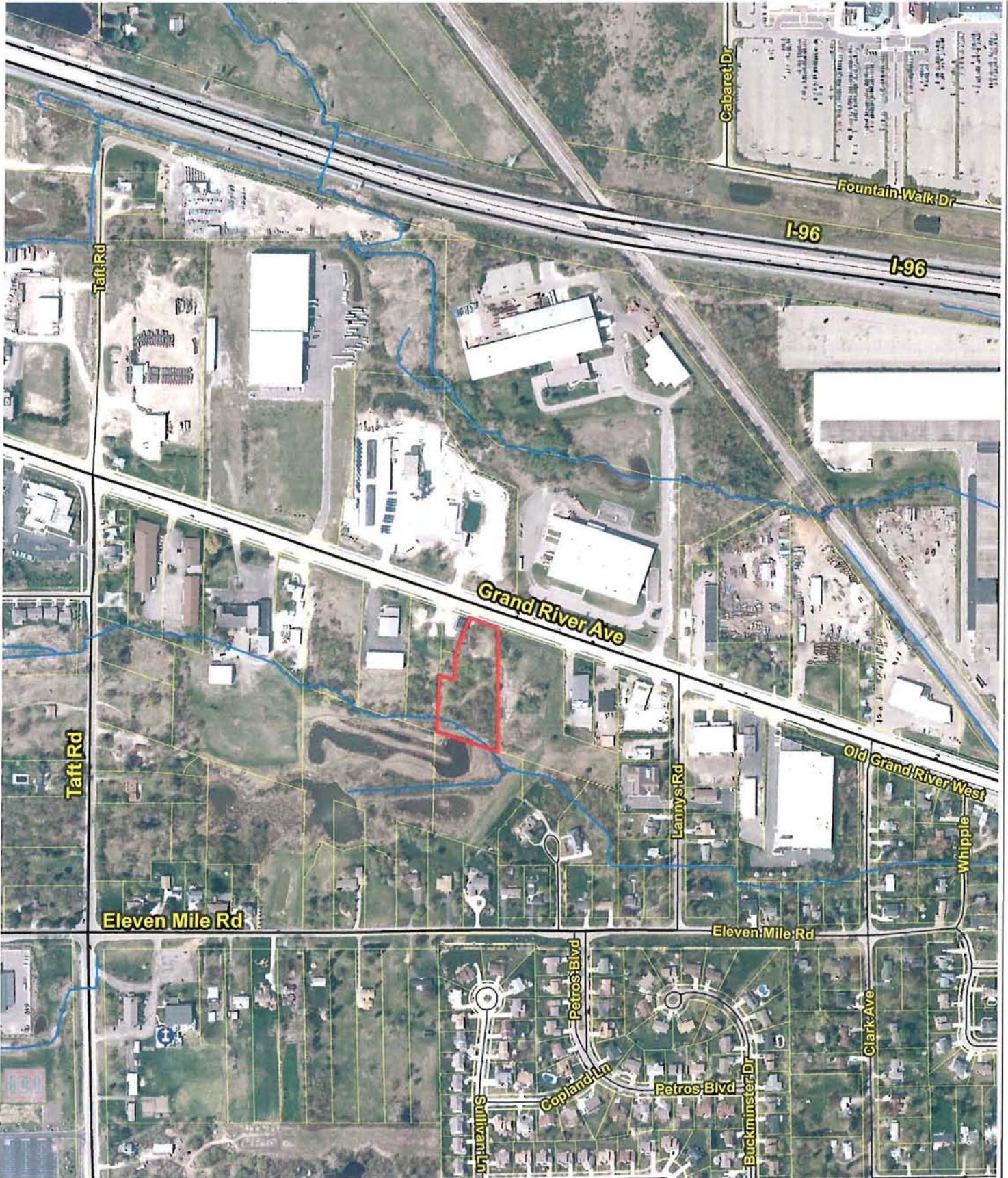
**MAP INTERPRETATION NOTICE**

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.

# City Of Novi



## Location Map Damas Grand River





April 15, 2010

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

Rob Hayes, Public Services Director  
CITY OF NOVI  
26300 Delwal Drive  
Novi, Michigan 48375

Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudln@secretswardle.com

Re: **Damas Grand River- SP07-21**  
**Storm Drainage Facility Maintenance Easement Agreement**  
**Our File No. 660142.NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for the Damas Grand River site. The exhibits to the Agreement were approved in accordance with the City Consulting Engineer's September 16, 2009 Report. 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.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK  
Enclosure

C: Maryanne Cornelius, Clerk (w/Original Enclosure)  
Marina Neumaier, Assistant Finance Director (w/Enclosure)  
Charles Boulard, Community Development Director (w/Enclosure)  
Barb McBeth, Deputy Community Development Director (w/Enclosure)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosure)  
Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosure)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosure)  
Sue Troutman, City Clerk's Office (w/Enclosure)  
Debbie Jaeger, Damas Grand River, LLC (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

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COUNSELORS AT LAW

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**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Damas Grand River Properties, LLC, "Principal," whose address is 28345 Beck Road, Wixom Michigan, 48393 (hereinafter the "Owner"), 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. Owner is the owner and developer of a certain parcel of land situated in Section 15 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 Commercial development on the Property.

B. The Commercial 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 insure that the same continue to function as intended. The Owner 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 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 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 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.

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

OWNER

DAMAS GRAND RIVER  
PROPERTIES, LLC, a Michigan  
Limited liability company,



By: Kyriakos Damavoletes, Its: Member

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 7th day of December, 2009,  
by Kyriakos Damavoletes, the Member of Damas Grand River Properties, LLC, a Michigan limited liability  
company on behalf of the company.

Debra A. Jaeger  
Notary Public, Debra A. Jaeger *active in*  
Oakland County, Michigan *Oakland County*  
My Commission Expires: November 19, 2011

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  
\_\_\_\_ 200\_\_, by \_\_\_\_\_, on behalf of the City of Novi, a  
Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan

My Commission Expires: \_\_\_\_\_





And when recorded return to:

Maryanne Cornelius, City Clerk  
City of Novi  
45175 W. Ten Mile Rd  
Novi, MI 48375

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# EXHIBIT "A"

PROPERTY DESCRIPTION PARCEL NO. 22-15-376-012  
LOT NO. 5 OF "ASSESSOR'S PLAT NO. 1", PART OF THE SOUTHWEST 1/4 OF SECTION  
15, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN  
LIBER 219 OF PLATS, PAGES 34, 35 AND 36, OAKLAND COUNTY RECORDS.

**ARPEE/DONNAN, INC.**  
LAND SURVEYING • ENGINEERING • MAPPING  
36937 SCHOOLCRAFT (734) 953-3335  
LIVONIA, MICHIGAN 48150 FAX (734) 953-3324

PREPARED FOR  
DAMAS GRAND RIVER  
PROPERTIES, L.L.C.  
28345 BECK ROAD - SUITE 100  
WIXOM, MICHIGAN 48393  
248-347-6680

DATE: 08/09/07  
FB: DRAWN: TRT  
PROJ. NO: 04038  
SHEET 1 OF 1

# EXHIBIT "B"

## STORM WATER MAINTENANCE SCHEDULE

### CONVEYANCE SYSTEM

INLETS AND OUTLETS SHALL BE CHECKED ANNUALLY FOR CLOGGING AND THE SYSTEM SHALL BE CLEANED AS REQUIRED.

REGULAR PIPE INSPECTIONS SHALL BE MADE TO VERIFY THAT THE PIPE IS NOT CRACKED OR BROKEN.

CLEAN GRATE OF ALL STRUCTURES AND REMOVE SEDIMENT FROM THE BOTTOM WHEN ACCUMULATION REACHES 6" OR GREATER.

### DETENTION SYSTEM

THE SCREEN, 4" RESTRICTOR PIPE IN THE OUTLET CONTROL STRUCTURE AND THE VORTECHS SYSTEM (ALL CHAMBERS) SHOULD BE INSPECTED EVERY 3 MONTHS.

WHEN SEDIMENT DEPTH ACCUMULATED TO WITHIN 6 INCHES OF THE DRY WEATHER WATER LEVEL, THEN IT NEEDS CLEANING.

OIL OR GASOLINE SPILL SHOULD BE CLEANED OUT IMMEDIATELY.

CLEANOUT OF THE VORTECHS SYSTEM WITH A VACUUM TRUCK IS GENERALLY THE MOST EFFECTIVE SYSTEM, ABSORBENT PADS OR PILLOWS CAN BE PLACED IN THE OIL CHAMBER TO REMOVE FLOATING CONTAMINANTS BEFORE REMOVING THE GRIT.

MANHOLE COVERS SHOULD BE SECURELY SEATED FOLLOWING CLEANING ACTIVITY.

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WIXOM, MICHIGAN 48393  
248-347-6680

DATE: 08/09/07  
FB: DRAWN: TRT  
PROJ. NO: D403B  
SHEET 1 OF 1

DAMAS GRAND RIVER PROPERTIES NOVI OFFICE BLDG  
44725 Grand River Ave  
Novi, MI 48375

EXHIBIT B MAINTENANCE ACTIVITIES AND BUDGET FIRST THREE YRS OF MAINTENANCE

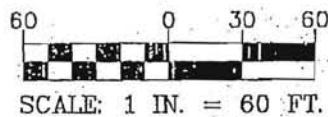
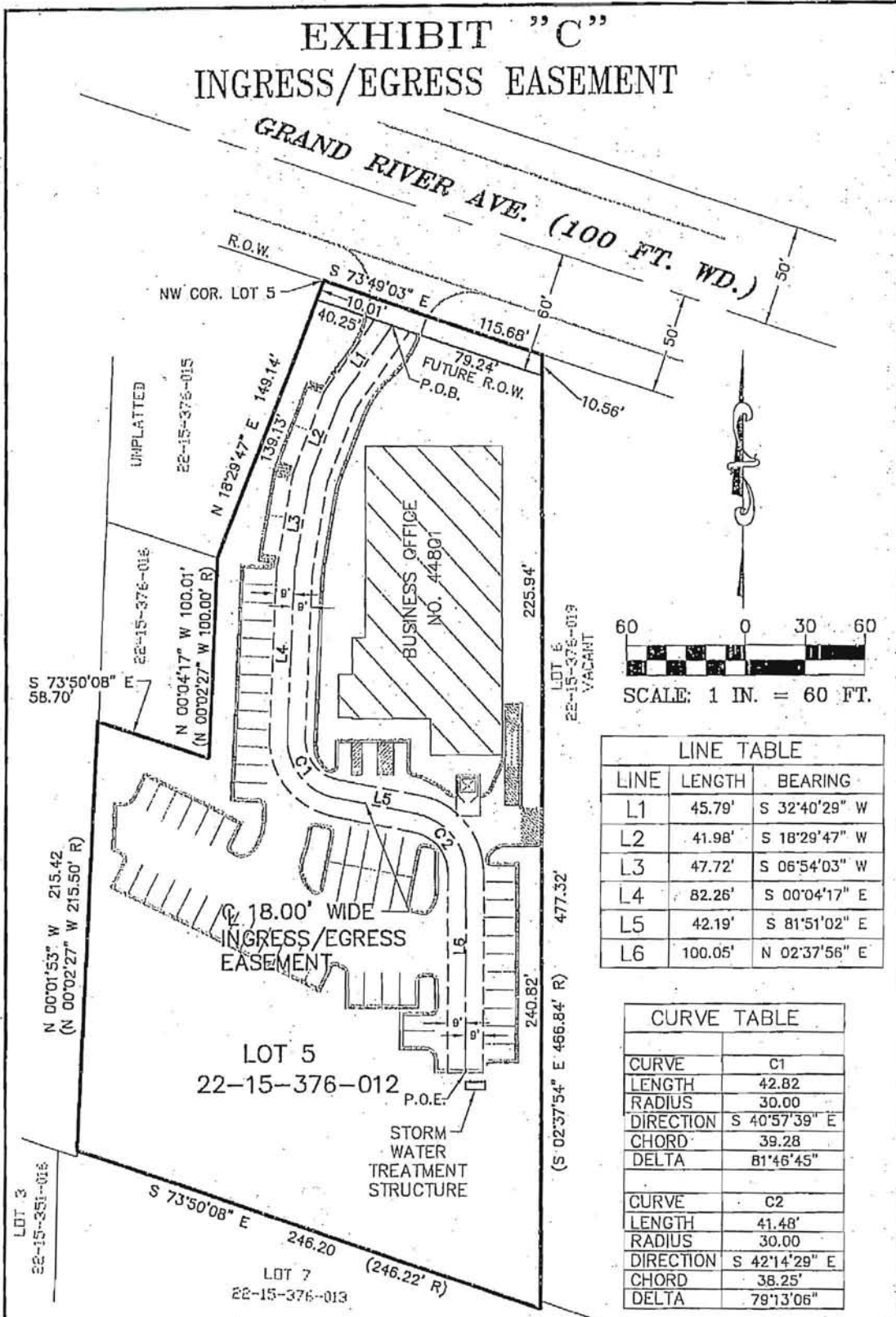
WORK DESCRIPTION	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Outflow Control Structures	Performed:
Sediment accumulation Inspection	X	X		X	Annually
Sediment accumulation Removal	X	X		X	Every 2 yrs as needed
Inspect for debris & floatables		X	X	X	Annually
Cleaning of debris & floatables		X	X	X	Annually
Wet weather inspection of structural elements. Including insp. For sediment accumulation in detention basins. Should be done by professional engineer.	X			X	Annually
Make adjustments or replacements as determined by wet weather insp	X			X	As needed
Record keeping of all insp. And maintenance procedures.	X	X	X	X	Annually
Keep cost records for all insp. repairs and maintenance.	X	X	X	X	Annually

**MAINTENANCE PLAN BUDGET**

Annual insp for sediment accum.	\$100.00
Sediment removal every 2 yrs	\$400.00
Debris Insp (annually & as needed)	\$100.00
Removal of debris (annually/as need)	\$100.00
<b>ESTIMATED ANNUAL BUDGET</b>	<b>\$700.00</b>

# EXHIBIT "C"

## INGRESS/EGRESS EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	45.79'	S 32°40'29" W
L2	41.98'	S 18°29'47" W
L3	47.72'	S 06°54'03" W
L4	82.26'	S 00°04'17" E
L5	42.19'	S 81°51'02" E
L6	100.05'	N 02°37'56" E

CURVE TABLE	
CURVE	C1
LENGTH	42.82
RADIUS	30.00
DIRECTION	S 40°57'39" E
CHORD	39.28
DELTA	81°46'45"
CURVE	C2
LENGTH	41.48'
RADIUS	30.00
DIRECTION	S 42°14'29" E
CHORD	38.25'
DELTA	79°13'06"

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PREPARED FOR  
 DAMAS GRAND RIVER  
 PROPERTIES, L.L.C.  
 28345 BECK ROAD - SUITE 100  
 WIXOM, MICHIGAN 48393  
 248-347-6680

DATE: 08/09/07  
 FB: DRAWN: TRT  
 PROJ. NO: D403B  
 SHEET 1 OF 2

**EXHIBIT "C"**  
**INGRESS/EGRESS EASEMENT**

**EASEMENT DESCRIPTION**

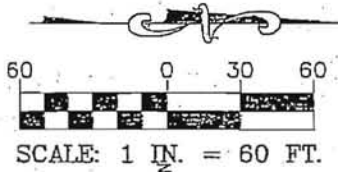
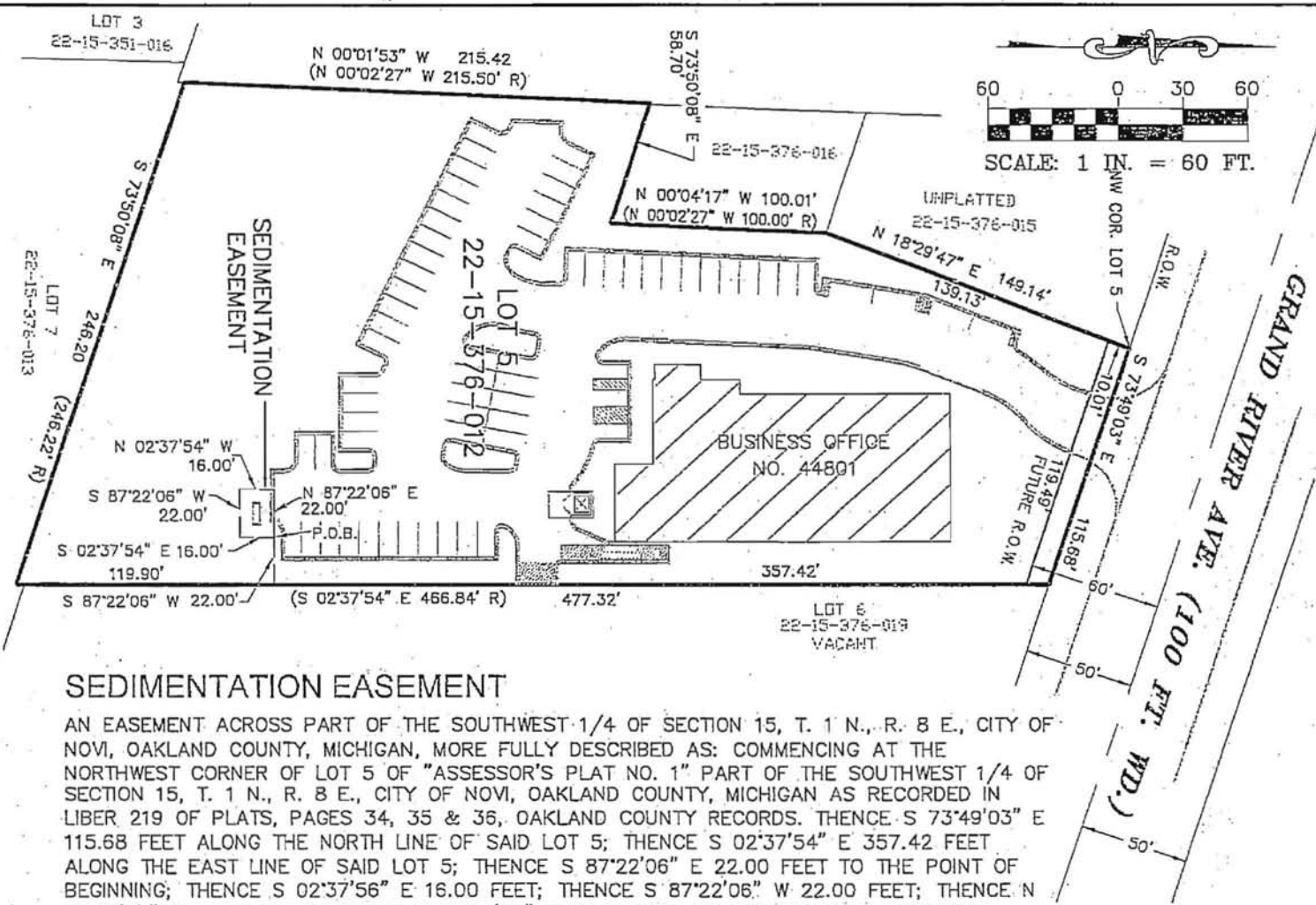
A 18.00 FOOT WIDE INGRESS/EGRESS EASEMENT ACROSS PART OF THE SOUTHWEST 1/4 OF SECTION 15, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, LYING 9.00 FEET EACH SIDE OF THE CENTERLINE, MORE FULLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 5 OF "ASSESSOR'S PLAT NO. 1" PART OF THE SOUTHWEST 1/4 OF SECTION 15, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 219 OF PLATS, PAGES 34, 35 & 36, OAKLAND COUNTY RECORDS. THENCE S 18°29'47" W 10.01 FEET; THENCE S 73°49'03" E 40.25 FEET TO THE POINT OF BEGINNING; THENCE S 32°40'29" W 45.79 FEET; THENCE S 18°29'47" W 41.98 FEET; THENCE S 06°54'03" W 47.72 FEET; THENCE S 00°04'17" E 82.26 FEET; THENCE SOUTHEASTERLY 42.82 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT THE CHORD OF WHICH BEARS S 40°57'39" E 39.28 FEET; THENCE S 81°51'02" E 42.19 FEET; THENCE SOUTHEASTERLY 41.48 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT THE CHORD OF WHICH BEARS S 42°14'29" E 38.25 FEET TO THE POINT OF ENDING.

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SHEET 2 OF 2	

EXHIBIT "D"  
 SEDIMENTATION EASEMENT



**SEDIMENTATION EASEMENT**

AN EASEMENT ACROSS PART OF THE SOUTHWEST 1/4 OF SECTION 15, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 5 OF "ASSESSOR'S PLAT NO. 1" PART OF THE SOUTHWEST 1/4 OF SECTION 15, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 219 OF PLATS, PAGES 34, 35 & 36, OAKLAND COUNTY RECORDS. THENCE S 73°49'03" E 115.68 FEET ALONG THE NORTH LINE OF SAID LOT 5; THENCE S 02°37'54" E 357.42 FEET ALONG THE EAST LINE OF SAID LOT 5; THENCE S 87°22'06" E 22.00 FEET TO THE POINT OF BEGINNING; THENCE S 02°37'56" E 16.00 FEET; THENCE S 87°22'06" W 22.00 FEET; THENCE N 02°37'54" W 16.00 FEET; THENCE N 87°22'06" E 22.00 FEET TO THE POINT OF BEGINNING.

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