



**CITY of NOVI CITY COUNCIL**

**Agenda Item G  
December 19, 2011**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement and acceptance of a Warranty Deed for additional right-of-way along Beck Road from Oakland Baptist Church, a Michigan ecclesiastical corporation for the Oakland Baptist Church development located at 23893 Beck Road, just south of Ten Mile Road in Section 29 (parcel 22-29-226-019).

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

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

Oakland Baptist Church, a Michigan ecclesiastical corporation, requests approval of the Storm Drainage Facility Maintenance Easement Agreement and has offered the donation, via a Warranty Deed, of additional right-of-way for Beck Road for the Oakland Baptist Church site, located at 23893 Beck Road (just south of Ten Mile Road, in Section 29 of the City of Novi).

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the storm water ordinance and details the responsibilities of the property owner 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. The warranty deed for the additional right-of-way along Beck Road was proposed by the applicant on the approved site plan and dedicates the master planned right-of-way for Beck Road.

The enclosed agreement and warranty deed have been favorably reviewed by the City Attorney (Beth Kudla's August 8, 2011 letters, attached) and are recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement and acceptance of a Warranty Deed for additional right-of-way along Beck Road from Oakland Baptist Church, a Michigan ecclesiastical corporation for the Oakland Baptist Church development located at 23893 Beck Road, just south of Ten Mile Road in Section 29 (parcel 22-29-226-019).

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

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



# OAKLAND BAPTIST CHURCH

Location Map



Oakland Baptist Church  
23893 Beck Road  
22-29-226-019

Warranty Deed  
451' x 60'

Map Author: Aaron J. Staup  
Date: December 8, 2011  
Project: Oakland Baptist Church  
Version #: 1

### Storm Drainage Maintenance Easement Agreement Beke Road Warranty Deed

#### 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 by Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

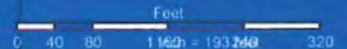
#### Map Legend

- |                 |                             |
|-----------------|-----------------------------|
| — Major Streets | Novi Tax Parcel BSA         |
| — Minor Streets | Novi 2010 Aerial Photograph |
|                 | RGB                         |
|                 | Red: Band_1                 |
|                 | Green: Band_2               |
|                 | Blue: Band_3                |
|                 | City of Novi Boundary       |



### City of Novi

Engineering Division  
Department of Public Services  
26300 Delwal Drive  
Novi, MI 48375  
cityofnovi.org







August 8, 2011

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

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

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

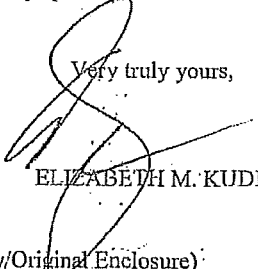
**Re: Oakland Baptist Church  
Storm Drainage Facility Maintenance Easement Agreement  
Our File No. 660190.NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for the Oakland Baptist Church Property. The exhibits have been reviewed and approved by the City's Engineering Division. 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)  
Charles Boulard, Community Development Director (w/Enclosure)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosure)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosure)  
CJ Killibrew, Ordinance Enforcement (w/Enclosure)  
Sue Troutman, City Clerk's Office (w/Enclosure)  
Pastor Whyte, Oakland Baptist Church (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

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**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 15 day of April, 2001, by and between Oakland Baptist Church, a Michigan ecclesiastical corporation, whose address is 23893 Beck Road, Novi, MI 48374 (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 4 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 church development on the Property.

B. The church 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.

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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 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 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.



CITY OF NOVI  
A Municipal Corporation

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN    )  
                                  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on this 15 day of April, 2001, by T, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by:

Elizabeth M. Kudla  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040

And when recorded return to:

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

602691v1

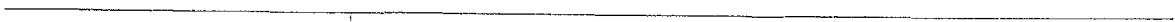
EXHIBIT A

SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND AND STATE OF MICHIGAN:

PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 8 EAST AND DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 724.75 FEET FROM THE NORTHEAST SECTION CORNER; THENCE SOUTH 460 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 32 SECONDS WEST 658.60 FEET; THENCE NORTH 460 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 32 SECONDS EAST 658.60 FEET TO BEGINNING, EXCEPT THE EAST 33 FEET IN BECK ROAD 6.60 ACRES.

Permanent Parcel Number: 22-29-226-019  
OAKLAND BAPTIST CHURCH, A MICHIGAN ECCLESIASTICAL CORPORATION

23893 BECK ROAD, NOVI MI 48374  
Loan Reference Number : 308085/OAKLAND BAPTIST  
First American Order No: 12865015  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE







**EXHIBIT B**

**Storm Drainage Facility Maintenance Easement Agreement  
Budget for Maintenance Activities and Inspection for the First Three Years of Operation**

Maintenance Tasks During Construction Completion

- Re-establishment of permanent vegetation on eroded slopes.....by Contractor
- Replacement of stone.....by Contractor
- Wet weather inspection by professional engineer.....\$750

Permanent Maintenance

- Re-establish permanent vegetation (materials only).....\$500/year
- Replacement of stone (materials only).....\$250/year
- Wet weather inspection by professional engineer.....\$750/year
- Adjustments based on wet weather inspection (materials only).....\$500/year

\* - Work for re-establishment and replacement of vegetation and stone to be performed by church volunteers, so cost estimates listed above are based on material acquisition costs only

August 8, 2011

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Rob Hayes, Public Services Director  
CITY OF NOVI  
Public Services – DPW Garage  
26300 Delwal Drive  
Novi, MI 48375

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

**Re: Oakland Baptist Church  
Beck Road Right-of-Way  
Our File No. 660190.NOV1**

Dear Mr. Hayes:

We have received and reviewed the Warranty Deed for an additional 27 feet of right-of-way for Beck Road adjacent to the Oakland Baptist Church Property in accordance with Section 31-19 of the City of Novi Code.

We have confirmed title is currently in Oakland Baptist Church. The City's Engineering Division has reviewed the legal description as provided. The Warranty Deed for right-of-way may be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Warranty Deed should be tax certified with the County Treasurer 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

Enclosures

C: Maryanne Cornelius, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
CJ Killibrew, Ordinance Enforcement (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Pastor Whyte, Oakland Baptist Church (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

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When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth M. Kudla 30903 Northwestern Highway Farmington Hills, Michigan 48334
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Part of Tax Parcel No. 22-29-226-019

Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

EXHIBIT A

THE EAST 27 FT OF THE PROPERTY DESCRIBED AS T1N, R8E, SEC 29 PART OF NE 1/4  
BEG AT PT DIST S 724.75 FT FROM NE SEC COR, TH S 460 FT, TH S 89-43-32 W 658.60 FT,  
TH N 460 FT, TH N 89-43-00 E 658.60 FT TO BEG EXC E 33 FT IN BECK RD

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