



# CITY of NOVI CITY COUNCIL

**Agenda Item K**  
**March 9, 2015**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from PI's Property Management, LLC, for Genji Japanese Steakhouse located at 27155 S. Karevich Drive (parcel 22-15-200-108). *GA*

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

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

The developer for Genji Japanese Steakhouse, PI's Property Management, LLC., requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the commercial development project on S. Karevich Drive south of West Oaks Drive (parcel 22-15-200-108), 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 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.

In this particular case, the property owner owns and agrees to maintain the mechanical pretreatment structure and is providing an access easement to this structure and the associated facilities. The owner is also responsible for maintaining the pipes and manholes leading to and from the on-site storm water system.

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

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from PI's Property Management, LLC, for Genji Japanese Steakhouse on S. Karevich Drive south of West Oaks Drive (parcel 22-15-200-108).

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

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

# Location Map

Genji Japanese Steakhouse

Genji Japanese Steakhouse

Novi Rd

Karevich Dr

Map Author: A. Wayne  
Date: February 25, 2015  
Project:  
Version #:

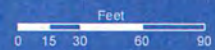
Amended By:  
Date:  
Department:

#### 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.



**City of Novi**  
Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org



1 inch = 88 feet





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@jrsjlaw.com

www.johnsonrosati.com

January 8, 2013

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

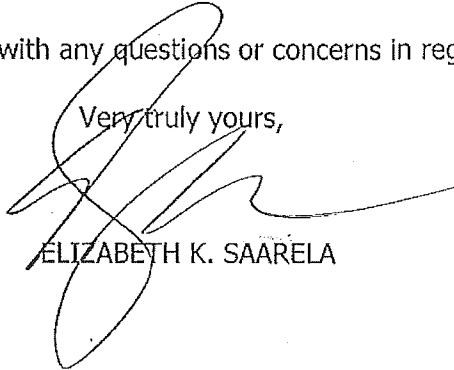
Re: **Genji Japanese Steakhouse – SP10-47**  
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for the catch basins, pipes and Aquaswirl concentrator serving the Genji Japanese Steakhouse property. There is no on-site detention basin and the property drains to the City's regional detention basin. The Agreement for maintenance of the catch basins, pipes and Aquaswirl concentrator is in the City's standard format and has been executed by PI's Property Management, L.L.C., the current property owner. 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.

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

Very truly yours,



ELIZABETH K. SAARELA

EKS  
Enclosures

C: Maryanne Cornelius, Clerk (w/ Enclosures)  
Marina Neumaier, Assistant Finance Director (w/Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)

January 8, 2013

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Sheila Weber, Treasurer's Office (w/Enclosures)

Kristin Pace, Treasurer's Office (w/Enclosures)

Aaron Staup, Construction Engineering Coordinator (w/Enclosures)

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)

Jeff Budday, Studio B Consulting & Design (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

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

THIS EASEMENT AGREEMENT is made this 19<sup>th</sup> day of December, 2012, by and between PF's Property Management, L.L.C, a Michigan Limited Liability Company, whose address is 135 N. Saginaw, Midland, MI 48640 (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 restaurant development on the Property (the "Development").
- B. The Development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, catch basins, pipes and an "Aquaswirl" concentrator 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 facilities 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 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 Aquaswirl concentrator within the area shown on Exhibit C 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.

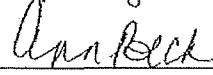
{Signatures Begin on Following Page}

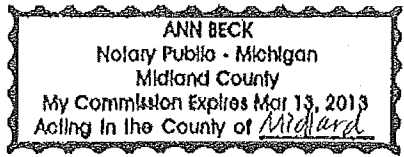
OWNER  
PI's Property Management, L.L.C., a Michigan  
limited liability company

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

STATE OF MICHIGAN )  
                          *Midland* ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2012,  
by Henry Pi / Fu Hai Pi, as the owner/manager of PI's Property Management  
LLC

  
Notary Public *Midland*  
Acting in Oakland County, Michigan  
My Commission Expires: March 13 2013



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 \_\_\_\_\_ 201\_\_, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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



CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Storm Drainage Facility Maintenance Easement Agreement, dated Dec. 19, 2012, attached hereto and incorporated as Exhibit A, whereby PI's Property Management, LLC grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 19<sup>th</sup> day of December, 2012.

Chemical Bank

By: Ann Beck

(Print Name: Ann Beck)

Its: Branch Manager / AV

STATE OF MICHIGAN )

) ss.

COUNTY OF OAKLAND )

The foregoing Consent to Easement was acknowledged before me this 19<sup>th</sup> day of December, 2012, by Ann Beck, the Asst VP of Chemical Bank, a Michigan Bank.

**BRYAN CROSBY**  
NOTARY PUBLIC, MIDLAND COUNTY, MICHIGAN  
MY COMMISSION EXPIRES NOVEMBER 13, 2016  
ACTING IN MIDLAND COUNTY, MICHIGAN

Bryan Crosby  
Notary Public  
Acting in Midland County, MI  
My commission expires: 11.13.16

<p>Drafted by: Elizabeth M. Kudla Johnson, Rosati, Schultz &amp; Joppich, P.C. 34405 West Twelve Mile Road, Suite 200 Farmington Hills, MI 48331-5627</p>	<p>And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375</p>
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## Exhibit A

### Property Description

THE FOLLOWING IS THE DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 01 DEGREE 49 MINUTES 18 SECONDS WEST 495.19 FEET, ALONG THE EAST LINE OF SAID SECTION 15 AND THE CENTERLINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 06 MINUTES 22 SECONDS WEST 182.44 FEET (RECORDED AS: 182.43 FEET), TO THE POINT OF BEGINNING; THENCE SOUTH 04 DEGREES 15 MINUTES 23 SECONDS WEST 122.59 FEET; THENCE SOUTH 20 DEGREES 35 MINUTES 37 SECONDS WEST 146.57 FEET; THENCE SOUTH 39 DEGREES 41 MINUTES 56 SECONDS WEST 30.84 FEET; THENCE NORTH 71 DEGREES 16 MINUTES 40 SECONDS WEST 180.00 FEET; THENCE SOUTH 88 DEGREES 06 MINUTES 22 SECONDS WEST 1173.63 FEET; THENCE SOUTHERLY 25.38 FEET, ALONG THE ARC OF A CURVE LYING WESTERLY OF ITS RADIUS POINT (RADIUS = 33.00 FEET, CENTRAL ANGLE = 44 DEGREES 04 MINUTES 22 SECONDS, CHORD = SOUTH 20 DEGREES 08 MINUTES 33 SECONDS WEST 24.76 FEET); THENCE SOUTH 88 DEGREES 06 MINUTES 22 SECONDS WEST 2.00 FEET; THENCE NORTH 01 DEGREE 53 MINUTES 38 SECONDS WEST 109.95 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 22 SECONDS EAST 491.01 FEET; THENCE NORTH 01 DEGREE 53 MINUTES 38 SECONDS WEST 130.00 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 22 SECONDS EAST 952.05 FEET, TO THE POINT OF BEGINNING.  
-THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.791 ACRES.

## Exhibit B

### Schedule of Maintenance

For the first year after acceptance of the system, maintenance inspections shall occur quarterly. Thereafter, inspections shall occur semi-annually, unless the prior inspections indicate greater frequency is prudent. Each inspection period should include, as a minimum, the following activities:

1. Catchbasin sumps to be inspected and, if accumulated sediment exceeds more than 12" of the sump capacity, cleaned.
2. Stormceptor to be inspected bi-annually once in the spring and once in the fall and cleaned if accumulated sediment exceeds more than 8" of the sump capacity.
  - a. Inspect the Aqua swirl basin on the site in accordance with manufacturer's recommended procedures. A copy of the manual is attached to, and made a part of this agreement.
  - b. If inspection warrants, the Aqua Swirl will be vacuumed and cleaned per the manufacturer's recommended procedures (as indicated in the attached manual, and in any additional manuals or documentation that may be provided by the manufacturer at time of delivery and installation of the product).
3. Provide the Owner with a written report of the results of all required maintenance inspections, and resulting actions taken, with respect to this agreement. Such reports shall be made available to the City at their request.

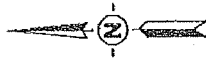
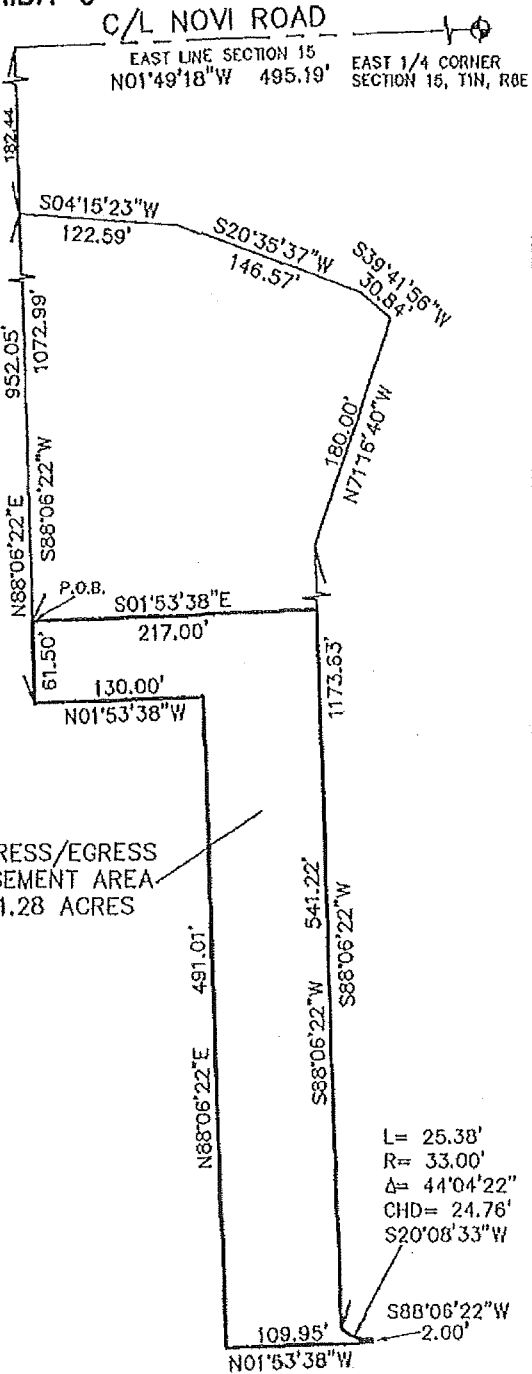
The Owner will budget \$2,500.00 in the first year, and \$1,500.00 in subsequent years for the inspection and resulting cleaning operations referenced above (total of \$5,500.00 for the first three years).

End of Exhibit B

EXHIBIT C

INGRESS/EGRESS EASEMENT AREA

A parcel of land in the Northeast 1/4 of Section 15, T1N, R8E, City of Novi, Oakland County, Michigan, the limits of said easement described as:  
 Commencing at the East 1/4 corner of sold Section 15; thence N01°49'18"W along the East line of sold Section 15 and the Centerline of Novi Road a distance of 495.19 feet; thence S88°06'22"W 1072.99 feet to the point of beginning of this easement description; thence S01°53'38"E 217.00 feet; thence S88°06'22"W 541.22 feet; thence Southwesterly 25.38 feet along a curve to the left, said curve having a radius of 33.00 feet, a delta angle of 44°04'22" and a chord of 24.76 feet bearing S20°08'33"W; thence S88°06'22"W parallel with sold East line 2.00 feet; thence N01°53'38"W 109.95 feet; thence N88°06'22"E 491.01 feet; thence N01°53'38"W 130.00 feet to the point of beginning; said easement containing 1.28 acres, more or less; said easement subject to all other easements and restrictions if any.



1" = 100'

A CERTIFIED BOUNDARY SURVEY IS REQUIRED FOR THE EXACT LOCATION OF FENCE AND PROPERTY LINES.

\*EASEMENTS, IF ANY, NOT SHOWN\*

L = 25.38'  
 R = 33.00'  
 Δ = 44°04'22"  
 CHD = 24.76'  
 S20°08'33"W

This plan was made at the direction of the parties heron and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- R = Recorded Distance
- M = Measured Distance
- = Deed Line
- - - = Distance Not to Scale
- [ ] = Deck, Porch, Sidewalk, & Patio Areas



**KEBS, INC.** KYES ENGINEERING  
 BRYAN LAND SURVEYS  
 2118 HASLETT ROAD, HASLETT, MI 48840  
 PH. 517-339-1014 FAX. 517-339-8047  
 13432 PRESTON DRIVE, MARSHALL, MI 49088  
 PH. 268-781-8800 FAX. 268-781-9805

*Dane B. Pascoe*  
 DANE B. PASCOE  
 PROFESSIONAL SURVEYOR  
 12/30/11  
 DATE  
 No. 54434

DRAWN BY	SLH	SECTION 15, T1N, R8E
FIELD WORK BY	---	JOB NUMBER: 84026.ENG
SHEET	1 OF 1	



## Inspection

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All AquaShield™ products can be inspected from the surface, eliminating the need to enter the systems to determine when cleanout should be performed.

In most cases, AquaShield™ recommends a quarterly inspection of the Stormwater Treatment Systems for the first year of operation to develop an appropriate schedule of maintenance.

Based on experience of the system's first year in operation, we recommend that the inspection schedule be revised to reflect the site-specific conditions encountered. Typically, the inspection schedule for subsequent years is reduced to semi-annual inspection.



## Aqua-Swirl™ Maintenance

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The Aqua-Swirl™ has been designed to minimize and simplify the inspection and maintenance process. The system can be inspected and maintained completely from the surface, thereby eliminating the need for confined space entry.

Furthermore, the entire structure (specifically, the floor) is accessible for visual inspection from the surface. There are no areas of the structure that are blocked from visual inspection or periodic cleaning.

Inspection of any free-floating oil and floatable debris can be directly observed and maintained through the manhole access provided directly over the swirl chamber.

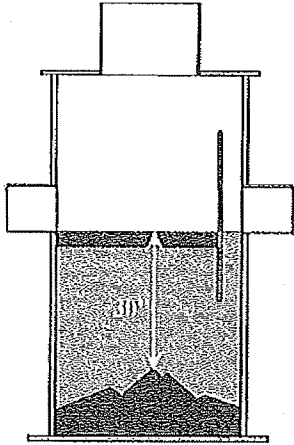
### Aqua-Swirl™ Inspection Procedure

To inspect the Aqua-Swirl™, a hook is needed to remove the manhole cover. AquaShield™ provides a customized manhole cover with our logo to make it easy for maintenance crews to locate the system in the field. We also provide a permanent metal information plate attached inside the access riser, which provides our contact information, the Aqua-Swirl™ model size, and serial number.



Sediment inspection using a stadla rod

The only tools needed to inspect the Aqua-Swirl™ system are a flashlight and a measuring device such as a stadia rod or pole. Given the tremendous accessibility provided, floating oil and debris can be observed directly from the surface. Sediment depths can easily be determined by lowering a measuring device to the top of the sediment pile and to the surface of the water. When the sediment pile is within 30 to 36 inches of the water surface, the system should be maintained.



It should be noted that in order to avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the *top* of the sediment pile. The finer sediment at the top of the pile, typically offers less resistance to the measuring device than the larger particles.

#### **Aqua-Swirl™ Cleanout Procedure**

Clean out of the Aqua-Swirl™ is simple. Free-floating oil and floatable debris can be observed and removed directly through the 30-inch service access provided.

A vacuum truck can be used to remove the accumulated sediment and debris. It is important to note that the entire sediment storage area can be reached with a vacuum hose from the surface (reaching all the sides).

Disposal of the material is typically treated in the same fashion as catch basin cleanouts. AquaShield™ recommends that all materials removed be handled and disposed of in accordance with local and state requirements.



Vacuum truck cleans the Aqua-Swirl™

*An "Inspection and Maintenance Manual" is provided with each Aqua-Swirl™ system for more detailed maintenance procedures. On the following page, you will find sample Inspection Data Sheets.*



## Aqua-Swirl™ Inspection Data Sheet

Location: \_\_\_\_\_

Date	Inspector Name	Distance to Sediment (in.)	Distance to Water (in.)	Floatable Layer Thickness (describe)	Maintenance Required? (yes/no)



## Aqua-Swirl™ Maintenance Data Sheet

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_  
Location: \_\_\_\_\_ Time: \_\_\_\_\_

### **INSPECTION**

#### **General Site Condition**

Visible Evidence of Spills/ Releases (oils, grease, fuels, paints, chemicals):  
\_\_\_\_\_

Visible Evidence of Heavy Sediment Deposition:  
\_\_\_\_\_

#### **Swirl**

Condition of Swirl: \_\_\_\_\_

Condition of Baffle: \_\_\_\_\_

Distance to Sediment: \_\_\_\_\_

Distance to Water: \_\_\_\_\_

\*\*Note: If sediment is less than 30 to 36 inches below water surface, sediment should be removed.

### **CONTAMINATION REMOVAL DATA**

#### **Floating Oil and Debris**

Approx. Volume: \_\_\_\_\_

Description: \_\_\_\_\_

Elapsed Removal Time: \_\_\_\_\_

#### **Sediment**

Approx. Volume: \_\_\_\_\_

Description: \_\_\_\_\_

Elapsed Removal Time: \_\_\_\_\_

#### **Other Comments**

\_\_\_\_\_  
\_\_\_\_\_