



CITY of NOVI CITY COUNCIL

Agenda Item M
August 13, 2018

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Novi Town Center Plaza, LLC, for the Crowe Center project located at 26150 Novi Road (parcel 22-14-351-065).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Novi Town Center Plaza, LLC, the owner of the Crowe Center building requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the storm water management system associated with the project.

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) 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 of 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 an underground storm water detention system and stormwater quality unit and is providing an access easement to the system. The owner is also responsible for maintaining the pipes, storm sewer structures and open channels leading to and from the on-site sewer system.

The enclosed agreement has been favorably reviewed by the City Engineering Consultant (Spalding DeDecker, May 11, 2018) and the City Attorney (Beth Saarela, July 17, 2018) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Novi Town Center Plaza, LLC, for the Crowe Center project located at 26150 Novi Road (parcel 22-14-351-065).



Crowe Center
Location Map

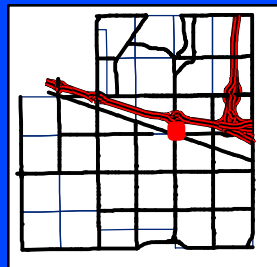
Crowe Center

Map Author: Theresa Bridges
Date: July 27, 2018
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 = 125 feet



ELIZABETH KUDLA SAARELA
esaarela@jrsjlaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.jrsjlaw.com



July 17, 2018

Jeffrey Herczeg, Director of Public Services
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Crowe Center JSP 15-077
Storm Drainage Facility Maintenance Easement Agreement**

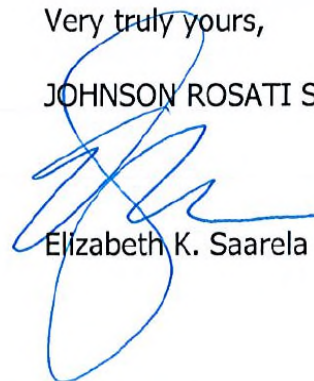
Dear Mr. Herczeg:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Crowe Center Development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be 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,

JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

Enclosures

Jeffrey Herczeg, Director of Public Services

City of Novi

July 17, 2018

Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Darcy Rechtien, Plan Review Engineer (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 18 day of April, 2018, by and between Novi Town Center Plaza, LLC, a Michigan Limited Liability Company, whose address is 31000 Northwestern Highway, Suite 200, Farmington Hills, MI 48334 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 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 14 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 multi-tenant restaurant, retail, commercial, office development known as "Town Center Gardens" on the Property.
- B. The Town Center Gardens development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, an underground detention system, 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 ensure 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 ensure 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 underground detention system within the 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 Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

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
Novi Town Center Plaza LLC

By: Nick Sandiha
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of April, 2018,
by Nick Sandiha, as the Manager of Novi Town Center, LLC
Plaza

CRYSTAL DALLO
Notary Public, State of Michigan
County Of Oakland
My Commission Expires 05-10-2020
Acting in the County of Oakland

Crystal Dallo
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: May 10, 2020

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 _____ 2018, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by:
Elizabeth Kudla Saarela
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

And when recorded return to:
Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Rd
Novi, MI 48375

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: _____, 2018, attached hereto and incorporated as Exhibit A, whereby Novi Town Center Plaza, 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 if the undersigned.

IN WITNESS WHEREOF, the undersigned has caused its signature to be placed on the day 20th of JUNE, 2018

OLD NATIONAL BANK
By: [Signature]
Its: SVP DAVID J. SKAFF

State of Michigan)

)SS.
 WASHTENAW
County of ~~Oakland~~)


The foregoing Consent to Easement was acknowledged before me on this 20th day of JUNE, 2018 by DAVID J. SKAFF, The SENIOR VICE PRESIDENT of Old National Bank.

[Signature]
Notary Public LORI J. MORRISON
Acting in WASHTENAW County, MI
My commission expires: 11-11-2023

EXHIBIT A

PARCEL DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N02°40'33"W 324.10 FEET ALONG THE WEST LINE OF SAID SECTION 14 AND THE CENTERLINE OF NOVI ROAD (VARIABLE WIDTH); THENCE N88°52'49"E 55.00 FEET TO THE POINT OF BEGINNING; THENCE N02°40'33"W 141.97 FEET; THENCE N87°13'11"E 5.00 FEET; THENCE N02°40'33"W 18.35 FEET; THENCE N87°19'27"E 318.00 FEET; THENCE S02°40'34"E 149.25 FEET; THENCE S86°04'47"W 48.20 FEET; THENCE S02°40'33"E 7.91 FEET; THENCE S86°52'49"W 274.82 FEET TO THE POINT OF BEGINNING, CONTAINING 1.17 ACRES OF LAND, MORE OR LESS, BEING PART OF THE SOUTHWEST 1/4 OF SAID SECTION 14, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

48892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 928-3701 (BUS)
(248) 926-3765 (FAX)

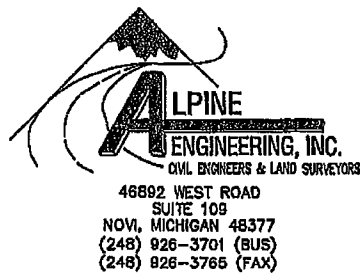
CLIENT: NOVI TOWN CENTER PLAZA, LLC		DATE: 5-1-17
EXHIBIT A		DRAWN BY: JRV
		CHECKED BY: TAG
CROWE CENTER		0 - -
		SECTION: 14 TOWNSHIP: 1N RANGE: 8E
CITY OF NOVI OAKLAND COUNTY MICHIGAN		FBK: 1
		CHFL: LL
		16-160
		SCALE HOR 1" = FT. VER 1" = FT.

EXHIBIT B

	SYSTEM COMPONENT					Frequency
	Catch Basins, Inlets, and Storm Sewers	Swales and Berms	Underground Pretreatment Forebay System	Underground Detention System	Flow Restrictors and Emergency Overflow Storm Sewer	
Maintenance Activities						
Monitoring/Inspection						
Inspect for sediment accumulation	X	X	X	X	X	Every 6 months
Inspect for floatables and debris	X	X	X	X	X	Every 6 months**
Inspection for erosion		X				Every 6 months
Monitor plantings/vegetation		X				2 times per year
Inspection for corrosion in pipes, connections & welds				X		Annually
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention area) with as-built plans in hand.	X	X	X	X	X	Every 6 months
Ensure means of access for maintenance remain clear/open	X	X	X	X	X	Annually
Preventative Maintenance						
Mowing		X				As needed*
Remove excess sediment	X	X	X	X	X	As needed**
Remove floatables and debris	X	X	X	X	X	Every 6 months minimum or as needed
Remove invasive plant species		X				Annually
Remedial Actions						
Repair/Stabilize areas of erosion	X	X				As needed
Replace dead plantings, bushes, trees		X				As needed
Reseed bare areas		X				As needed
Structural repairs	X		X	X	X	As needed
Make adjustments/repairs to ensure proper functioning	X	X	X	X	X	As needed
* Not to exceed the length allowed by local community ordinance						
** Underground Forebay/Detention system to be cleaned according to manufacturer recommendations; at a minimum, whenever sediment accumulates to a depth of 6 inches.						

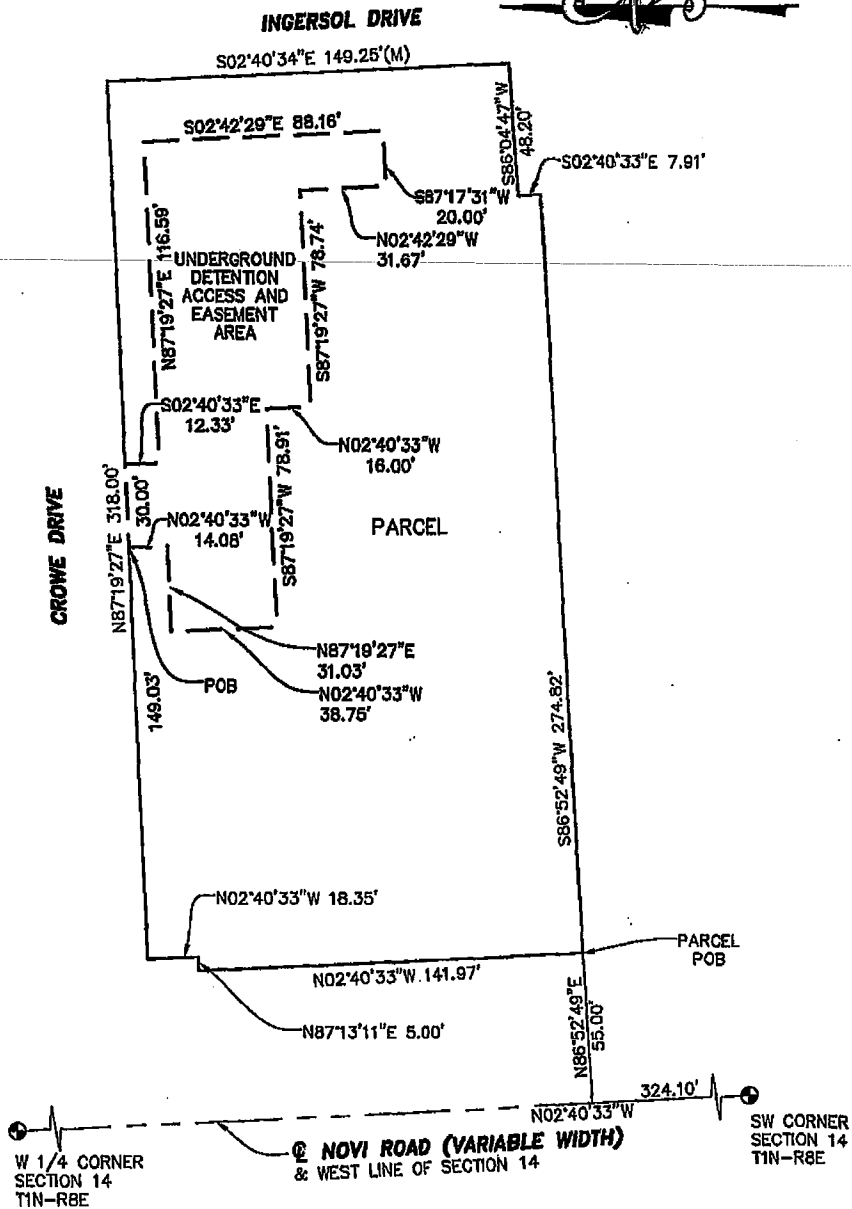
Maintenance Plan Budget	YR 1	YR 2	YR 3
Inspection for sediment accumulation, floatables and debris: every 6 months	\$100	\$100	\$100
Removal of sediment, floatables and debris: as needed	\$1500	\$1500	\$1500
Erosion and wet weather inspection: every 6 months	\$100	\$100	\$100
Re-establish permanent vegetation on eroded areas as needed	\$500	\$500	\$500
Inspect system for corrosion Annually	\$200	\$200	\$200
Total annual budget	\$2,400	\$2,400	\$2,400

NOTE:
THE OWNER AND/OR ASSOCIATION SHALL MAINTAIN A LOG OF ALL INSPECTION AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.



CLIENT: NOVI TOWN CENTER PLAZA, LLC	DATE: 5-1-17
EXHIBIT B	DRAWN BY: JRV
	CHECKED BY: TAG
CROWE CENTER SECTION: 14 TOWNSHIP: 1N RANGE: 6E CITY OF NOVI OAKLAND COUNTY MICHIGAN	0 - -
	FBK: 1
	CHP: LL
SCALE HOR 1" = - FT. VER 1" = - FT.	

EXHIBIT C



EASEMENT DESCRIPTION:

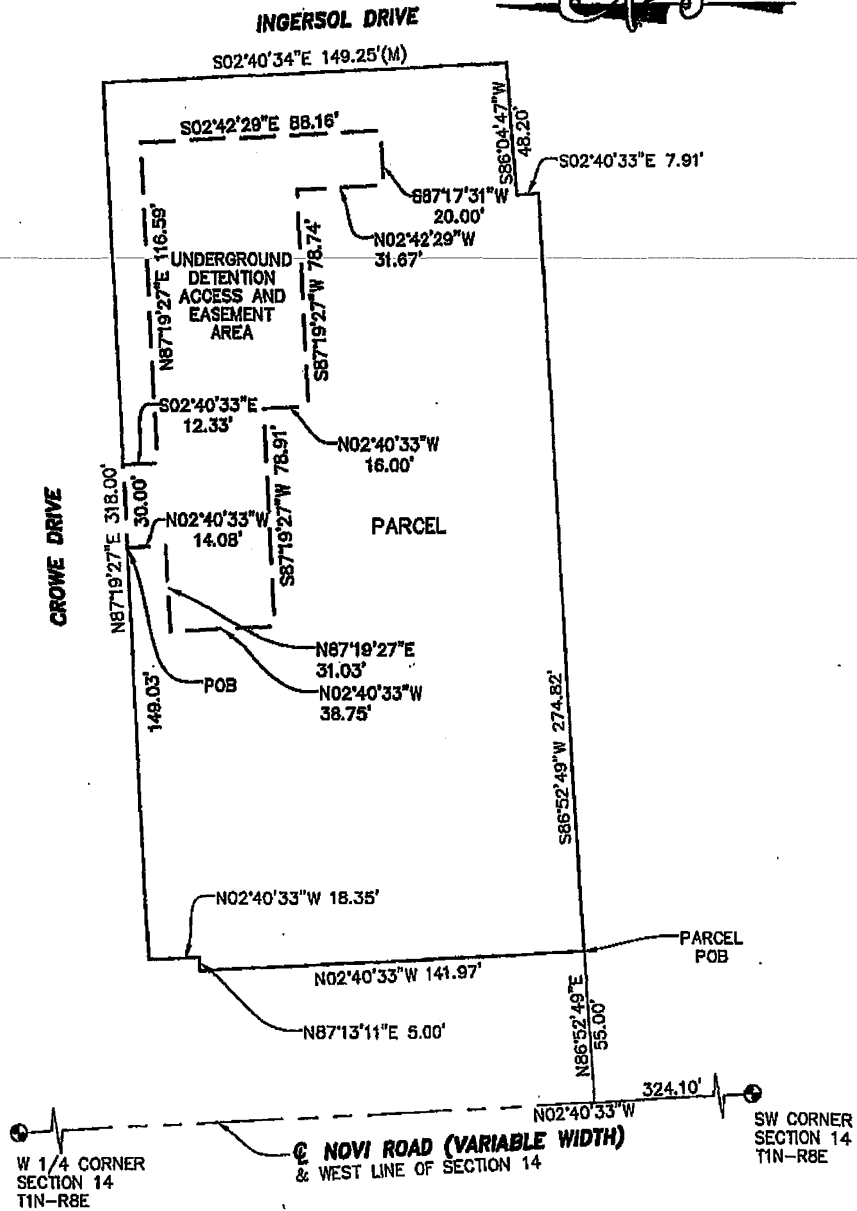
AN EASEMENT FOR UNDERGROUND DETENTION AND ACCESS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TIN-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N02°40'33"W 324.10 FEET ALONG THE WEST LINE OF SAID SECTION 14 AND THE CENTERLINE OF NOVI ROAD (VARIABLE WIDTH); THENCE N86°52'49"E 55.00 FEET; THENCE N02°40'33"W 141.97 FEET; THENCE N87°13'11"E 5.00 FEET; THENCE N02°40'33"W 18.35 FEET; THENCE N87°19'27"E 149.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°19'27"E 30.00 FEET; THENCE S02°40'33"E 12.33 FEET; THENCE N87°19'27"E 116.59 FEET; THENCE S02°42'29"E 88.16 FEET; THENCE S87°17'31"W 20.00 FEET; THENCE N02°42'29"W 31.67 FEET; THENCE S87°19'27"W 78.74 FEET; THENCE N02°40'33"W 16.00 FEET; THENCE S87°19'27"W 78.91 FEET; THENCE N02°40'33"W 38.75 FEET; THENCE N87°19'11"E 31.03 FEET; THENCE N02°40'33"W 14.08 FEET TO THE POINT OF BEGINNING

ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

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 (248) 928-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT: NOVI TOWN CENTER PLAZA, LLC	DATE: 5-1-17
EXHIBIT C	DRAWN BY: JRV
	CHECKED BY: TAG
CROWE CENTER SECTION: 14 TOWNSHIP: 18N RANGE: 8E CITY OF NOVI OAKLAND COUNTY MICHIGAN	0 NTS
	FBK: 1
	CH: LL
SCALE HOR 1" = 40 FT. VER 1" = 10 FT.	

EXHIBIT D



EASEMENT DESCRIPTION:

AN EASEMENT FOR UNDERGROUND DETENTION AND ACCESS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N02°40'33\"/>

ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 48892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT: NOVI TOWN CENTER PLAZA, LLC	DATE: 5-1-17
EXHIBIT D	DRAWN BY: JRV
	CHECKED BY: TAG
CROWE CENTER SECTION: 14 TOWNSHIP: 1N RANGE: 8E CITY OF NOVI OAKLAND COUNTY MICHIGAN	0 NTS
	FBK: 1
	CHFL: LL
	SCALE: HOR 1" = 100 FT. VER 1" = 10 FT.

May 11, 2018

Theresa Bridges, PE
City Civil Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Crowe Center - Acceptance Documents Review
Novi # JSP15-077
SDA Job No. NV17-224
ACCEPTANCE DOCUMENTS APPROVED

Dear Ms. Bridges:

We have reviewed the Acceptance Document Package received by our office on May 10, 2018 against the Final Site Plan (Stamping Set) approved on May 26, 2017 and our as built field records. We offer the following comments:

Final Acceptance Documents:

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

1. On-Site Water System Easement – (executed 4-18-18: exhibit dated 5-1-17) Legal Description Approved.
2. On-Site Storm Drainage Facility / Maintenance Easement Agreement – (executed 4-18-18: exhibits dated 5-1-17) - Exhibits A, B, C, and D are approved.
3. Bills of Sale: Water Supply System – PROVIDED.
4. Full Unconditional Waivers of Lien from contractors installing public water main – PROVIDED.
5. Sworn Statement signed by Developer - PROVIDED

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated April 18, 2017 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): Cortney Hanson, City Clerk
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
George Melistas, City Engineering Senior Manager
Angie Pawlowski, City Community Development Bond Coordinator
Darcy Rechtien, City Construction Engineer.
Beth Saarela, Johnson Rosati, Schultz, Joppich PC