



**CITY OF NOVI CITY COUNCIL
NOVEMBER 12, 2024**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Pure Wash located on the west side of Meadowbrook Road and north of 10 Mile Road (parcel 50-22-23-426-017).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This agreement is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site underground detention system.

BACKGROUND INFORMATION:

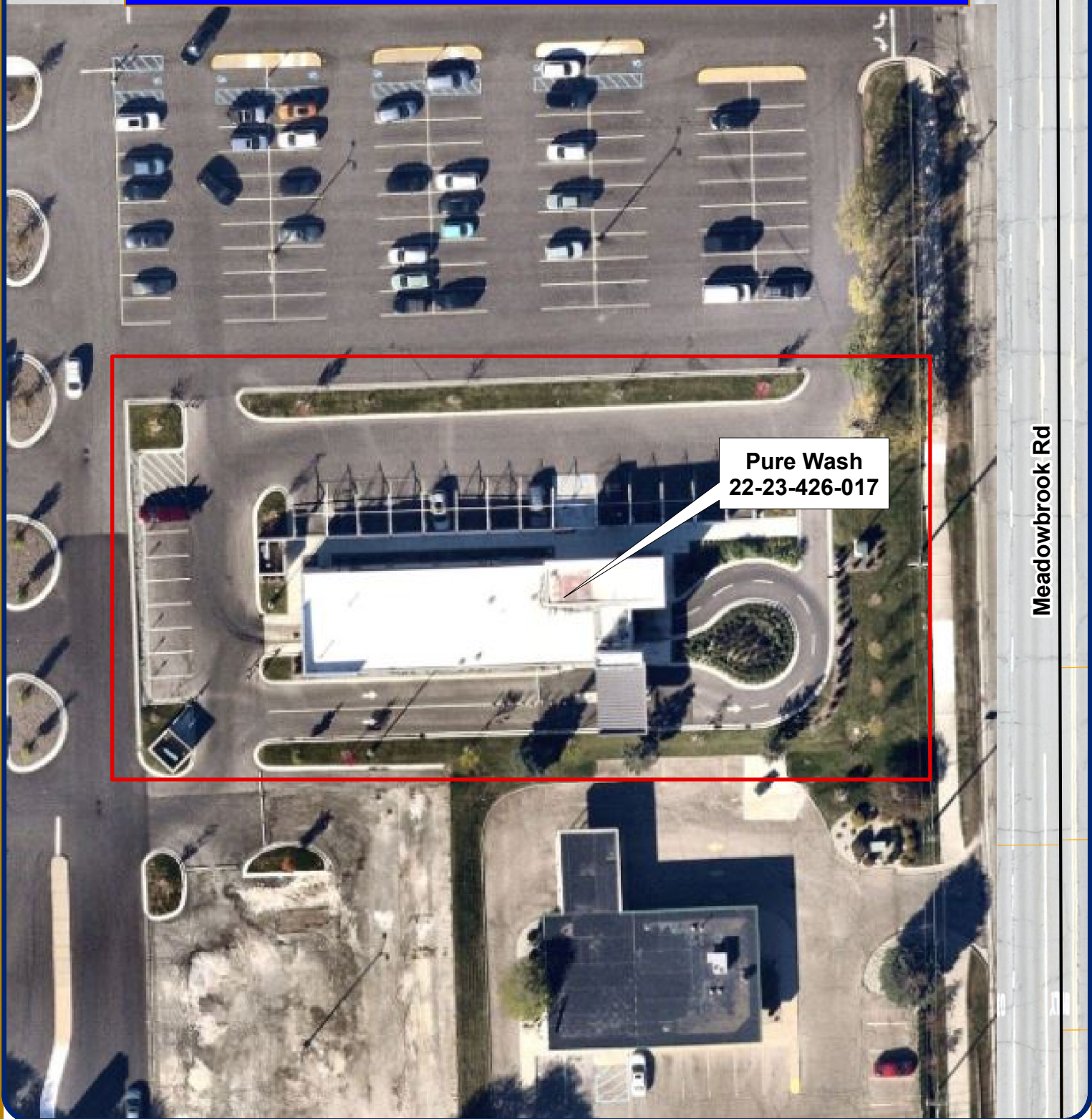
Pure Wash is 4,788 square-foot car wash located on the west side of Meadowbrook Road and north of Ten Mile Road. The developer of Pure Wash requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project. The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site underground detention system.

Spalding DeDecker has inspected the on-site stormwater maintenance system. The inspection approval letter dated April 25, 2024, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, May 24, 2024) and the City Engineering consultant (Spalding DeDecker, May 24, 2024) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Pure Wash located on the west side of Meadowbrook Road and North of 10 Mile Road (parcel 50-22-23-426-017).

Pure Wash SDFMEA

Location Map



Map Author: Humna Anjum
Date: 10/30/2024
Project: Pure Wash
Version: 1.0

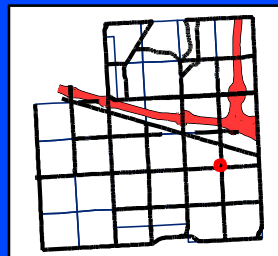
Amended By:
Date:
Department:

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.

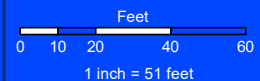
Legend

- Major Roads
- Minor Roads
- Project location



City of Novi

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



Meadowbrook Rd

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 24, 2024

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Pure Wash JSP 18-0050 Storm Drainage Facility Maintenance
Easement Agreement**

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Pure Wash Development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. Subject to the City's Consulting Engineer's review and approval of 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. We will forward the original to the City Clerk's office upon receipt.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

Enclosure

CC: (w/Enclosures)
Cortney Hanson, Clerk

Ben Croy, City Engineer
City of Novi
May 24, 2024
Page 2

Charles Boulard, Community Development Director
Lindsay Bell, Planner
Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Rebecca Runkel, Project Engineer
Ben Nelson, Project Engineer
Alyssa Craigie, Administrative Assistant
Holly Demers, Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 18 day of MARCH, 2024 by and between Novi/Meadowbrook Shopping Center LLC, a Michigan Limited Liability Company, whose address is 30600 Northwestern Highway Suite 430, 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 _ 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 Car Wash development on the Property. Tax Identification Number: 22-23-426-017
- B. The Car Wash 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 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/Meadowbrook Shopping Center LLC,
A Michigan Limited Liability Company
Albert J. Ludwig
By: Meadowbrook Shopping Center
Associates L.L.C.,
Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of March, 2024
by Albert J. Ludwig, as the Authorized Agent of Meadowbrook Shopping Center.

LINDA MARIE CHECKLEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF Oakland

Linda Marie Checkley
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 10/13/2024

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 _____ County, Michigan
My Commission Expires: _____

Drafted by: Elizabeth Kudla Saarela	And when recorded return to: Cortney Hanson, City Clerk
--	--

Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

City of Novi
45175 Ten Mile Rd
Novi, MI 48375

Exhibit "A"

The Land is described as follows: Situated in the City of Novi, County of Oakland, State of Michigan

Part of the Southeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Southeast corner of said Section 23; thence North 89 degrees 35 minutes 00 seconds West 220.00 feet along the South line of said Section 23 and the center Right of Way line of Ten Mile Road; thence North 00 degrees 35 minutes 00 seconds East 60.00 feet to a point on the North Right of Way line of Ten Mile Road for a Place of Beginning; thence North 89 degrees 35 minutes 00 seconds West 624.97 feet along the North Right of Way line of Ten Mile Road; thence North 00 degrees 25 minutes 00 seconds East 400.00 feet; thence Northeasterly 314.16 feet along the arc of a circular curve concave to the Southeast having a radius of 200.00 feet, a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing North 45 degrees 25 minutes 00 seconds East 282.84 feet; thence South 89 degrees 35 minutes 00 seconds East 586.72 feet to a point on the West Right of Way line of Meadowbrook Road; thence South 00 degrees 35 minutes 00 seconds West 440.0 feet along said West Right of Way line; thence North 89 degrees 35 minutes 00 seconds West 160.00 feet; thence South 00 degrees 35 minutes 00 seconds West 160.00 feet to a point on the North Right of Way line of Ten Mile Road and the Place of Beginning.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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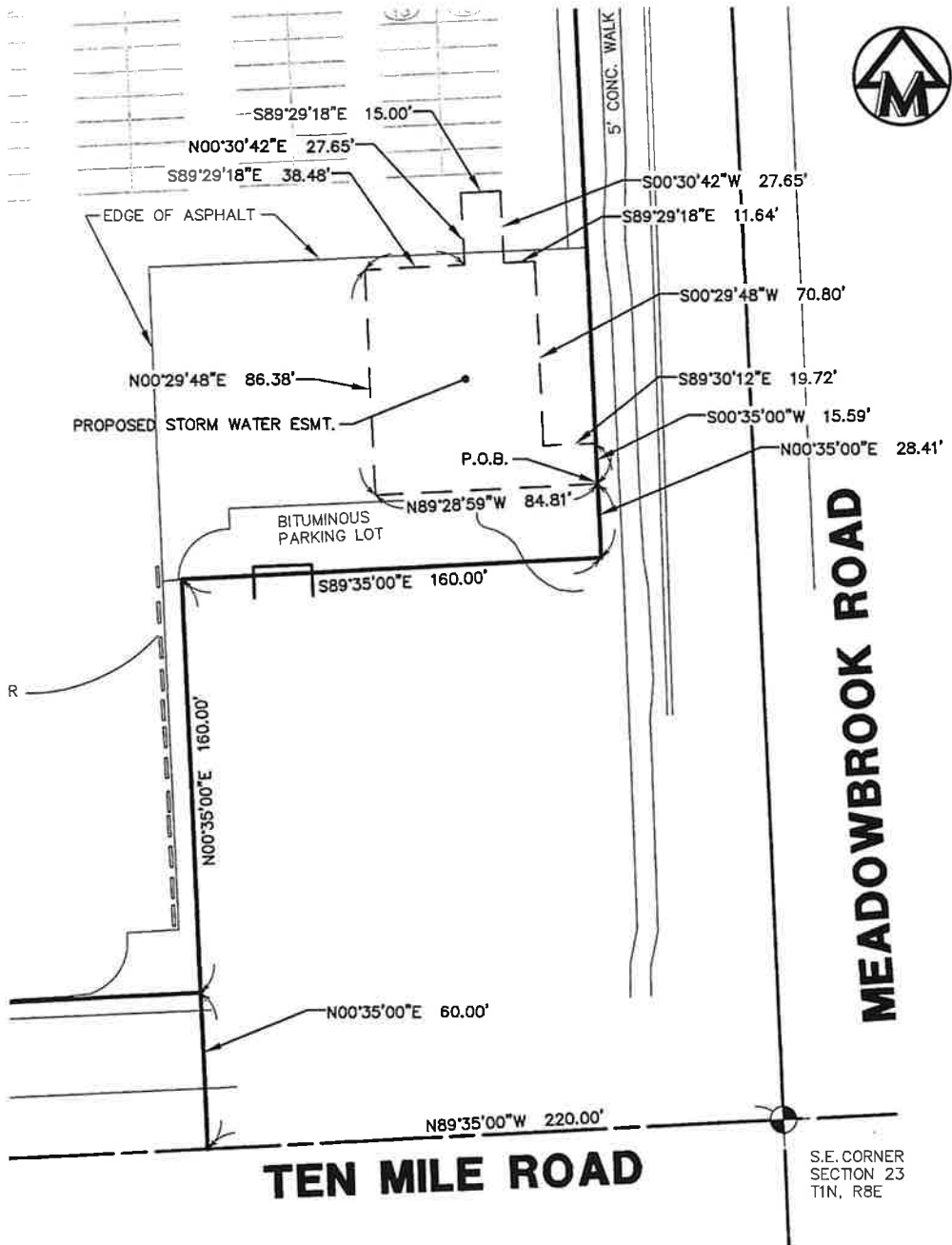


Exhibit B

Storm drainage Facility Maintenance Easement Agreement

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>Annual Estimated Cost for Maintenance & Repairs</u>			
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$150	\$200	\$225	
Aqua Swirls	Regularly inspect Aqua Swirls. Remove sediment every 2-4 years or as necessary. Check for eroded tanks	Inspect and Clean	\$300	\$400	\$500	
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$200	\$250	\$300	
			Total:	\$650	\$850	\$1025

PROPOSED STORM WATER EASEMENT



REVISED DATE: 9/29/23

CLIENT: WASH ZONE EXPRESS	DATE: 3/17/2020	
JOB NO.: 16215	SHEET 1 OF 2	
SECTION: 23 TWN: T1N RANGE: R8E	SCALE: 1in. = 50 ft.	
CITY OF NOVI	BOOK:	
OAKLAND COUNTY, MICHIGAN	BY: SSH	
 MIDWESTERN CONSULTING 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		





PROPOSED STORM EASEMENT LEGAL DESCRIPTION

Part of the Southeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, commencing at the Southeast corner of said Section 23; thence N 89°35'00" W 220.00 feet along the South line of said Section 23 and the center Right-of-Way line of Ten Mile Road; thence N 00°35'00" E 60.00 feet to a point on the North Right-of-Way line of Ten Mile Road; thence N 00°35'00" E 160.00 feet; thence S 89°35'00" E 160.00 feet to the West Right-of-Way line of Meadowbrook; thence N 00°35'00" E 28.41 feet along the West Right-of-Way line of Meadowbrook Road to the Point of Beginning;

thence N 89°28'59" W 84.81 feet;
 thence N 00°29'48" E 86.38 feet;
 thence S 89°29'18" E 38.48 feet;
 thence N 00°30'42" E 27.65 feet;
 thence S 89°29'18" E 15.00 feet;
 thence S 00°30'42" W 27.65 feet;
 thence S 89°29'18" E 11.64 feet;
 thence S 00°29'48" W 70.80 feet;
 thence S 89°30'12" E 19.72 feet;

thence S 00°35'00" W 15.59 feet along the West Right-of-Way of Meadowbrook Road to the Point of Beginning. Being subject to any Easements or Restrictions.

REVISED DATE: 9/29/23

CLIENT: WASH ZONE EXPRESS	DATE: 3/17/2020	 
JOB NO.: 16215	SHEET 2 OF 2	
SECTION: 23 TWN: T1N RANGE: R8E	SCALE: 1 in. =  ft.	
CITY OF NOVI	BOOK:	
OAKLAND COUNTY, MICHIGAN	BY: SSH	
 M I D W E S T E R N C O N S U L T I N G 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		

May 24, 2024

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Pure Wash - Acceptance Documents Review
Novi # JSP18-0050
SDA Job No. NV22-213
FINAL DOCUMENTS – APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on May 15, 2024 against the Final Site Plan (Stamping Set) approved on February 22, 2021 and our as-built inspection 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 blue/black ink as the County will reject them otherwise.

1. **On-Site Water System Easement**
(exhibits dated 03/17/2020)
Exhibit A (Property Description) Approved
Exhibits B (Easement Description) Approved
2. **On-Site Sanitary Sewer Manhole Access Easement**
(executed 03/18/2024: exhibit dated 03/17/2020)
Exhibits A (Parcel Description) and B (Easement Description and exhibit) Approved.
3. **Storm Drainage Facility / Maintenance Easement Agreement**
(executed 03/18/2024: exhibit dated 09/29/2023)
Exhibit A (Property Description) Approved.
Exhibit B (Schedule of Maintenance) Approved.
Exhibit C (Proposed Storm Water Easement Sketch) Approved
Exhibit D (Proposed Storm Easement Legal Description) Approved
4. **Bills of Sale: Water Supply System**
(executed 03/18/2024: exhibit dated 03/17/2020)
Exhibit Approved.
5. **Full Unconditional Waivers of Lien from contractors installing public utilities**
(executed 05/10/2024)
Received
6. **Sworn Statement signed by Developer**
(executed 03/18/2024)
Received

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.

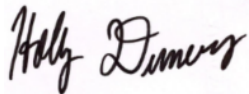
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated February 4, 2020 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



Holly Demers
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ben Nelson, City of Novi
Cortney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Alyssa Craigie, City of Novi
Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
James Hill, City of Novi
Heather Zeigler, City of Novi

April 25, 2024

Mrs. Humna Anjum
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Pure Wash
Storm Water Detention System Inspection**
Novi SP No.: JSP18-0050
SDA Job No.: NV22-213

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping, underground detention system and outlet control structure for the above mentioned project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans and recommend a full release of this financial guarantee.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER

Heather Gendron  Digitally signed by Heather Gendron
Date: 2024.04.25 13:38:13-04'00'

Heather Gendron, PE
Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Richard Thomas, Creative Construction (e-mail)
SDA CE Job File