



CITY of NOVI CITY COUNCIL

**Agenda Item H
June 17, 2013**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Sri Venkateswara Temple and Cultural Center, Inc. for the Sri Venkateswara Temple and Cultural Center project located at 26233 Taft Road, south of Grand River Avenue and north of Eleven Mile Road. (parcel 22-16-451-032).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Sri Venkateswara Temple and Cultural Center, Inc. requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the project under the same name, located at 26233 Taft Road, south of Grand River Avenue and north of Eleven Mile Road, 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 its 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 enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's May 22, 2013 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Sri Venkateswara Temple and Cultural Center, Inc. for the Sri Venkateswara Temple and Cultural Center project located at 26233 Taft Road, south of Grand River Avenue and north of Eleven Mile Road. (parcel 22-16-451-032).

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

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

SRI VENKATESWARA TEMPLE

Location Map



Sri Venkateswara Temple and Cultural Center

Map Author: Aaron J. Staup
Date: May 31, 2013
Project: SDFMEA
Version #: 1

Storm Drainage Facility
Maintenance Easement
Agreement

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 Delwal Drive
Novi, MI 48375
cityofnovi.org



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

May 22, 2013

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

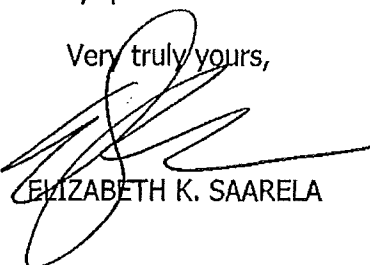
Re: Sri Venskatewara Temple, JSP08-08
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Sri Venskatewara Temple and Cultural Center. The Agreement is in the City's standard format and has been executed by the property owner, Sri Venskatewara Temple and Cultural Center, Inc. Subject to review and approval of the exhibits 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

Rob Hayes, Public Services Director

May 22, 2013

Page 2

C: Maryanne Cornelius, Clerk (w/ Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
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)
K.C.Prasad (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of _____, 201__, by and between SRI VENKATESWARA TEMPLE AND CULTURAL CENTER, INC, a Michigan non-profit corporation, whose address is 26233 Taft Road, MI 48375 (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 Temple/Cultural Center development on the Property.
- B. The Temple/Cultural Center 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 Exhibits D Pages 1 and 2, 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.

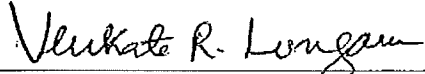
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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

SRI VENKATESWARA TEMPLE
AND CULTURAL CENTER, INC.,

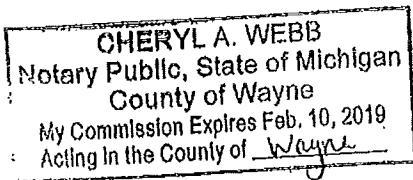

By: (PRESIDENT) VENKATA R. LINGAM
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17th day of MAY, 2013,
by Cheryl Webb, as the agent of Bank of Ann Arbor.

Cheryl A Webb
Notary Public Wayne
Acting in ~~Oakland~~ County, Michigan
My Commission Expires: 2.10.19

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: _____

Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 34405 West Twelve Mile Road, Suite 200 Farmington Hills, MI 48331-5627	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

Legal Description:

A parcel of land located in part of the southeast ¼ section 16, T.1.N., R.8E. City of Novi, Oakland County, Michigan more particularly described as follows:

Commencing at the southeast corner of section 16, thence N00°59'30"E 662.95 ft, along the east line of said section 16 and the centerline of Taft Road (66 ft, wide) to the point of the beginning; thence due west 1330.50 ft; thence N00°42'50"E, 330.85 ft; thence due east, 1332.08 ft; to a point on the east line of said section 16; thence S00°59'30"W, 330.85 ft along the east line of said section 16 and the centerline of Taft Road to the point of beginning, containing 10.11 acres of land.

Sidwell Number: 22-16-451-032

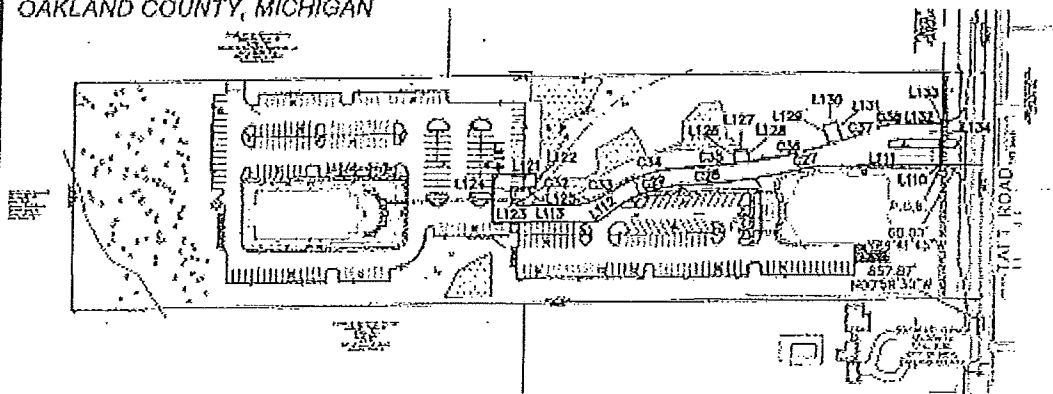
Commonly known as: 26233 Taft Road

Exhibit B

Storm water Facility	Maintenance Action	Corrective Action	Annual Estimated Cost for Maintenance & Repairs		
			1st Year	2nd Year	3rd Year
Bioswale areas/Open Channels	Once a year or after each storm that meets or exceeds a 10 year storm event check the bioswaale areas for erosion.	Remove any debris from the open channels. If there is any erosion, take corrective measures for restoration.	200	206	212
Catch Basins and Outlet structure	Once a year inspect the catch basins and outlet structure for obstructions/clogging, sediment buildup	Remove the sediment if it accumulates to more than 50% of the basin volume	200	206	212

SECTION 16, T.1N., R.8E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

EXHIBIT 'C'



LEGAL DESCRIPTION

BEING PART OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 16 T.1N., R.8E. BEGINNING AT POINT N00°59'30"E 857.87 FEET AND N89°41'45"W 60.00 FEET FROM SOUTHEAST SECTION CORNER, THENCE N86°06'23"W 1.45 FEET, THENCE N89°41'45"W 162.07 FEET, THENCE ON A CIRCULAR CURVE TO THE LEFT 44.64 FEET (RADIUS OF SAID CURVE IS 202.00 FEET, CHORD BEARS S83°58'24"W 44.55 FEET AND DELTA IS 12°39'41"), THENCE ON A CIRCULAR CURVE TO THE RIGHT 188.81 FEET (RADIUS OF SAID CURVE IS 826.00 FEET, CHORD BEARS N83°28'51"E 188.51 FEET AND DELTA IS 11°42'34"), THENCE ON A CIRCULAR CURVE TO THE LEFT 95.85 FEET (RADIUS OF SAID CURVE IS 174.00 FEET, CHORD BEARS S73°34'14"W 94.65 FEET AND DELTA IS 31°33'48"), THENCE S85°07'40"W 44.89 FEET, THENCE N89°41'45"W 152.40 FEET, THENCE N00°17'48"E 71.34 FEET, THENCE S88°58'28"E 81.85 FEET, THENCE S01°01'32"W 20.00 FEET, THENCE N88°58'28"W 35.49 FEET, THENCE S01°01'32"W 8.59 FEET, THENCE ON A CIRCULAR CURVE LEFT 27.95 FEET (RADIUS OF SAID CURVE IS 17.23 FEET, CHORD BEARS S42°31'20"E 25.01 FEET AND DELTA IS 03°01'38"), THENCE S89°41'45"E 70.16 FEET, THENCE ALONG A CIRCULAR CURVE TO THE LEFT 61.64 FEET (RADIUS OF SAID CURVE IS 102.00 FEET, CHORD BEARS N72°59'27"E 60.71 FEET AND DELTA IS 34 DEGREES 37'36"), THENCE ON A CIRCULAR CURVE RIGHT 116.37 FEET (RADIUS OF SAID CURVE IS 198.00 FEET, CHORD BEARS S72°30'54"W 114.70 FEET AND DELTA IS 33°40'28"), THENCE ALONG A CIRCULAR CURVE TO THE LEFT 73.95 FEET (RADIUS OF SAID CURVE IS 202.00 FEET, CHORD BEARS N86°42'35"E 73.95 FEET AND DELTA IS 5°17'06"), THENCE N05°25'55"W 19.72 FEET, THENCE N85°59'59"E 20.01 FEET, THENCE S05°25'55"E 18.80 FEET, THENCE ALONG A CIRCULAR CURVE TO THE LEFT 120.77 FEET (RADIUS OF SAID CURVE IS 802.00 FEET, CHORD BEARS N75°19'26"E 120.65 FEET AND DELTA IS 8°37'48"), THENCE N19°48'04"W 28.83 FEET, THENCE N73°02'41"E 20.02 FEET, THENCE S19°48'04"E 28.81 FEET, THENCE ON A CIRCULAR CURVE TO THE RIGHT 36.35 FEET (RADIUS OF SAID CURVE IS 802.00 FEET, CHORD BEARS N71°16'50"E 36.34 FEET AND DELTA IS 2°35'48"), THENCE ON A CIRCULAR CURVE TO THE RIGHT 63.12 FEET (RADIUS IS 181.78 FEET, CHORD BEARS S00°06'36"W 62.80 FEET AND DELTA IS 16°53'41"), THENCE S89°41'45"E 48.61 FEET, THENCE N86°46'46"E 0.61 FEET, THENCE S00°59'36"W 60.13 FEET TO THE POINT OF BEGINNING.

LINE	LENGTH	BEARING
L100	1.45	N86°06'23"W
L101	162.07	N89°41'45"W
L102	44.89	S85°07'40"W
L103	152.40	N89°41'45"W
L104	71.34	N00°17'48"E
L105	81.85	S88°58'28"E
L106	20.00	S01°01'32"W
L107	35.49	N88°58'28"W
L108	8.59	S01°01'32"W
L109	70.16	S89°41'45"E
L110	20.01	N85°59'59"E
L111	18.80	S05°25'55"E
L112	120.77	N89°41'45"W
L113	28.83	N19°48'04"W
L114	20.02	N73°02'41"E
L115	28.81	S19°48'04"E
L116	36.35	N71°16'50"E
L117	63.12	S00°06'36"W
L118	48.61	S89°41'45"E
L119	0.61	N86°46'46"E
L120	60.13	S00°59'36"W

CURVE	LENGTH	RADIUS	DELTA	CHORD D	CHORD B
C27	44.64	202.00	12°39'41"	S83°58'24"W	44.55
C28	188.81	826.00	11°42'34"	N83°28'51"E	188.51
C29	95.85	174.00	31°33'48"	S73°34'14"W	94.65
C30	27.95	17.23	03°01'38"	S42°31'20"E	25.01
C31	61.64	102.00	34°37'36"	N72°59'27"E	60.71
C32	116.37	198.00	33°40'28"	S72°30'54"W	114.70
C33	73.95	202.00	5°17'06"	N86°42'35"E	73.95
C34	120.77	802.00	8°37'48"	N75°19'26"E	120.65
C35	36.35	802.00	2°35'48"	N71°16'50"E	36.34
C36	63.12	181.78	16°53'41"	S00°06'36"W	62.80

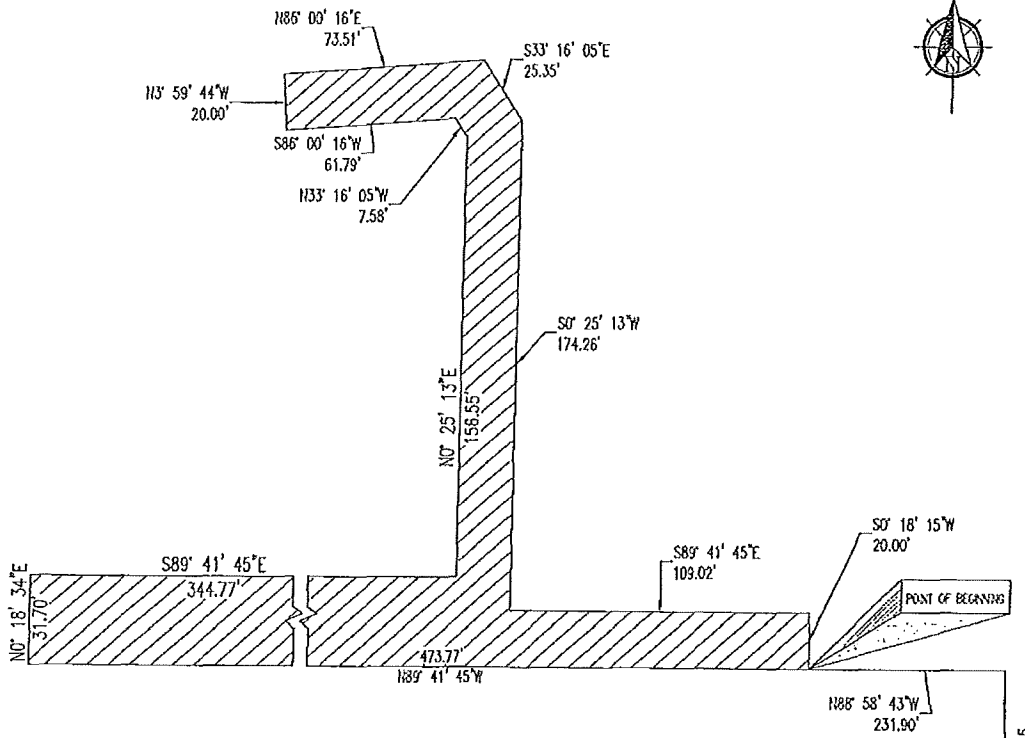
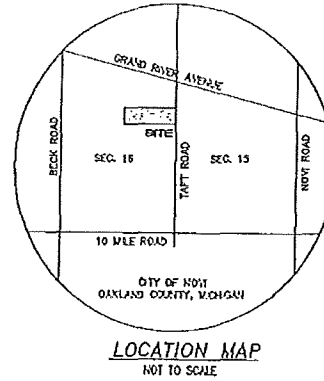
○ = Found Survey Corner
⊙ = Set Survey Corner
Sheet 1 of 1



DDC **DIFFIN Development Consultants**
CIVIL ENGINEERING • SURVEYING • CONSTRUCTION SERVICES
24353 TARA DRIVE, SOUTH LYON, MI 48178
PH: (248) 943-8244, FAX: (866) 690-4307
WEB: www.diffindevelopment.com

EXHIBIT 'C'
INGRESS/EGRESS EASEMENT
NOVI, MICHIGAN
Date: 7-25-09
Drawn By: WJ
Approved By: MD
Project No.: 070805
Drawing No.: 1

EXHIBIT D
PAGE-1

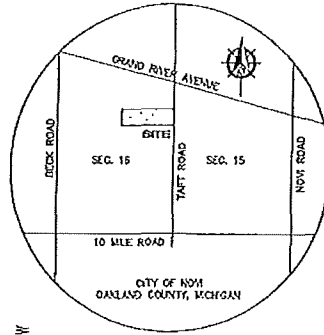


DESCRIPTION
 Commencing at the southeast corner of southeast 1/4 of section 16, T11N, R8E; thence N.00°59'30"E., a distance of 677.95 feet; thence N.88°58'43"W., a distance of 231.90 feet to the POINT OF BEGINNING; thence N.89°41'45"W., a distance of 473.77 feet; thence N.00°18'34"E., a distance of 31.70 feet; thence S.89°41'45"E., a distance of 344.77 feet; thence N.00°25'13"E., a distance of 156.55 feet; thence S.86°00'16"W., a distance of 61.79 feet; thence N.03°59'44"W., a distance of 20.00 feet; thence N.86°00'16"W., a distance of 73.51 feet; thence S.33°16'05"E., a distance of 25.35 feet; thence S.00°25'13"W., a distance of 174.26 feet; thence S.89°41'45"E., a distance of 109.02 feet; thence S.00°18'15"W., a distance of 20.00 feet to the POINT OF BEGINNING.
 Containing 18,617 square feet or 0.43 acres, more or less.
 END OF DESCRIPTION.

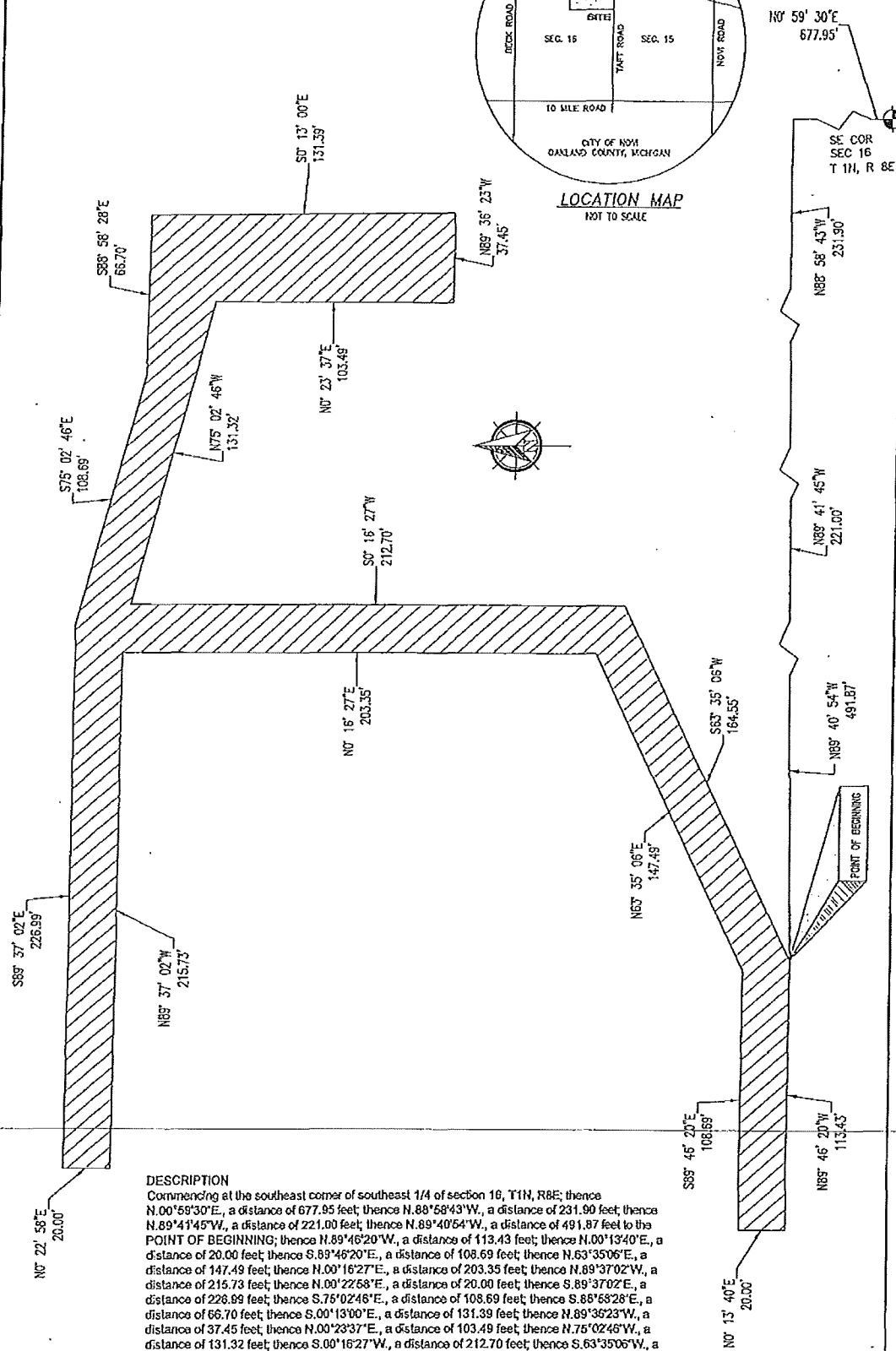
SE COR
SEC 16
T 11N, R 8E

FAIRWAY ENGINEERING LLC 23966 NOVI ROAD, SUITE 140 NOVI, MI 48375 (248) 214-5913 FAX (248) 380-0201 e-mail: markmehajon@yahoo.com	EXHIBIT D - PAGE 1		DRAWN: JRM	DATE 5/15/13	1
	DETENTION/SEDIMENTATION BASIN EASEMENT		DESIGN: JRM	SCALE 1" = 50'	
	SVTCC - TEMPLE		SECTION: 16	SHEET 1 OF 2	
	CITY OF NOVY, OAKLAND COUNTY, MICHIGAN		T-1-NL-R-8-E	NOV, FE12829	

EXHIBIT D
PAGE-2



LOCATION MAP
NOT TO SCALE



DESCRIPTION

Commencing at the southeast corner of southeast 1/4 of section 16, T1N, R8E; thence N.00°58'30"E., a distance of 677.95 feet; thence N.89°58'43"W., a distance of 231.90 feet; thence N.89°41'45"W., a distance of 221.00 feet; thence N.89°40'54"W., a distance of 491.87 feet to the POINT OF BEGINNING; thence N.89°16'20"W., a distance of 113.43 feet; thence N.00°13'40"E., a distance of 20.00 feet; thence S.89°46'20"E., a distance of 108.69 feet; thence N.63°35'06"E., a distance of 147.49 feet; thence N.00°16'27"E., a distance of 203.35 feet; thence N.89°37'02"E., a distance of 215.73 feet; thence N.00°22'58"E., a distance of 20.00 feet; thence S.89°37'02"E., a distance of 226.89 feet; thence S.00°22'48"E., a distance of 108.69 feet; thence S.89°58'28"E., a distance of 66.70 feet; thence S.00°13'00"E., a distance of 131.39 feet; thence N.89°36'23"W., a distance of 37.45 feet; thence N.00°23'37"E., a distance of 103.49 feet; thence N.75°02'46"W., a distance of 131.32 feet; thence S.00°16'27"W., a distance of 212.70 feet; thence S.63°35'06"W., a distance of 164.55 feet to the POINT OF BEGINNING.

Containing 21,812 square feet or 0.60 acres, more or less.
END OF DESCRIPTION.

FAIRWAY ENGINEERING LLC
23965 NOVY ROAD, SUITE 140
NOVI, MI 48375
(248) 214-5913
FAX (248) 380-0201
e-mail: markmahajan@yahoo.com

EXHIBIT D - PAGE 2
DETENTION/SEDIMENTATION BASIN EASEMENT
SVTCC - TEMPLE
CITY OF NOVY, OAKLAND COUNTY, MICHIGAN

DRAWN: KCH	DATE 5/15/13
DESIGN: KCH	SCALE 1" = 50'
SECTION: 16	SHEET 2 OF 2
T-1-N R-8-E	NO. FE12829

2