



**CITY OF NOVI CITY COUNCIL**  
**APRIL 26, 2021**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Ericar Land Holding Company, LLC for Novi Tech Units 6 & 7 located north of Grand River Avenue and east of Seeley Road (parcel 50-22-24-251-027).

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

**BACKGROUND INFORMATION:** The developer of Novi Tech Center Units 6 & 7, Ericar Land Holding Company, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

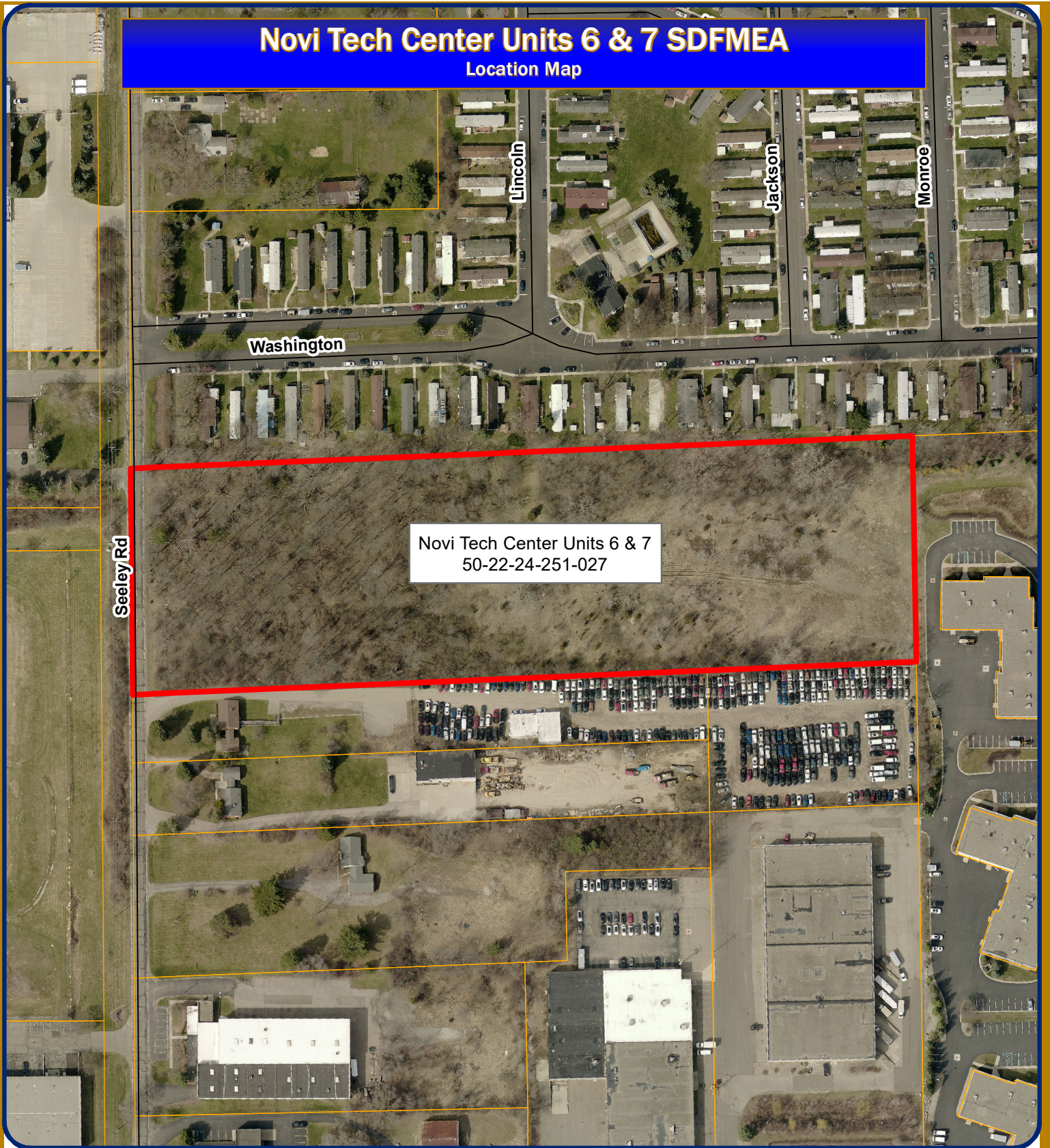
The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, June 2, 2020) and the City Engineering consultant (Spalding DeDecker, June 19, 2020), and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Ericar Land Holding Company, LLC for Novi Tech Units 6 & 7 located north of Grand River Avenue and east of Seeley Road (parcel 50-22-24-251-027).

# Novi Tech Center Units 6 & 7 SDFMEA

## Location Map



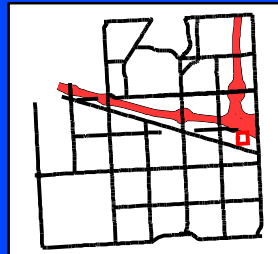
Map Author: Kate Richardson  
Date: 04/01/2021  
Project: Novi Tech Center Units 6 & 7  
Version: 1.0

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.

**Map Legend**  
● Subject Parcel



**City of Novi**

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

Feet  
0 40 80 160 240  
1 inch = 184 feet



ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

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Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

June 2, 2020

Jeffrey Herczeg, Director of Public Works  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: *Novi Tech 6 & 7 JSP 17-86*  
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 Novi Tech 6 & 7 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,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

Enclosures

Jeffrey Herczeg, Director of Public Works  
City of Novi  
June 2, 2020  
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Lindsay Bell, Planner (w/Enclosures)  
Madeleine Kopko, Planning Assistant (w/Enclosures)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)  
Kate Richardson, Plan Review Engineer (w/Enclosures)  
Ben Croy, City Engineer (w/Enclosures)  
Victor Boron, Civil Engineer (w/Enclosures)  
Rebecca Runkel, Staff Engineer (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Ian Armstrong, Lakeshore Contracting (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

THIS STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT (“Agreement”) is made this 13 day of May, 2020, by and between **ERICAR LAND HOLDING COMPANY, LLC**, a Michigan limited liability company, whose address is 39475 13 Mile Road, Suite 203, Novi, Michigan 48377 (the “Owner”), and the **CITY OF NOVI**, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the “City”).

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 24 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 an office / light industrial development on the Property.
- B. The office / light industrial 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 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 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.

[Signatures on following pages]

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

**OWNER:**

**ERICAR LAND HOLDING COMPANY, LLC**, a Michigan limited liability company

By: *Jaimey Roth*  
Name: Jaimey Roth  
Its: Manager

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF Oakland     )

The foregoing instrument was executed before me, the undersigned Notary Public, this 13 day of May, 2020, by Jaimey Roth, who acknowledged himself to be the Manager of Ericar Land Holding Company, LLC, a Michigan limited liability company, on behalf of said limited liability company.

*CYNTHIA D. ROSENTHAL*  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 06-23-2022  
Acting in the County of Oakland

*Cynthia D Rosenthal*, Notary Public  
State of Michigan, County of Oakland  
My Commission Expires: 6-23-2022  
Acting in the County of Oakland

**CITY:**

**CITY OF NOVI**

A Michigan municipal corporation

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

Name: \_\_\_\_\_

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

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, its \_\_\_\_\_, on behalf of the City of Novi, a Michigan municipal corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

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
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**EXHIBIT A**

**LEGAL DESCRIPTION**

PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 00 DEGREES 15 MINUTES 28 SECONDS EAST, 1286.90 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE NORTH 87 DEGREES 56 MINUTES 22 SECONDS EAST, 1098.02 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST, 316.90 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 10 SECONDS WEST, 1099.90 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 28 SECONDS WEST, 317.66 FEET TO THE POINT OF BEGINNING.

PIN: 22-24-251-027

Vacant Land

## EXHIBIT B

### MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE STORM DRAINAGE MAINTENANCE AGREEMENT

	Permanent Water Basin	Detention Basin	CMP Riser and Outlet Overflow Structures	Emergency Spillway, Rip-Rap and End Section	Buffer Strip	Cost per Occurrence	Annual Cost	
<b>Maintenance Activities</b>								<b>Frequency</b>
<b>Monitoring / Inspection</b>								
• Inspect for sediment accumulation** and clogging	X	X	X	X		\$25.00	\$25.00	Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X		\$25.00	\$25.00	Annually and after major events
• Inspect for erosion and integrity of banks and berms	X	X	X	X	X	\$25.00	\$25.00	Annually and after major events
• Ensure means of access for maintenance remains clear /	X	X	X	X	X	\$25.00	\$25.00	Annually
<b>Preventative Maintenance</b>								
• Mowing		X			X	\$100.00	\$200.00	Up to 2 times per year*
• Remove floatables, dead vegetation and debris	X	X	X	X	X	\$50.00	\$50.00	As needed
• Replace or wash / reuse stone riser filters			X	X		\$150.00	\$150.00	Every 3 years, more frequently as needed**
• Remove invasive plants	X	X			X	\$100.00	\$100.00	Annually
<b>Remedial Actions</b>								
• Repair / stabilize areas of erosion	X	X	X	X	X	\$200.00	\$200.00	As needed
• Structural repairs			X	X		\$500.00	\$500.00	As needed
• Make adjustments / repairs to ensure proper functioning	X	X	X	X	X	\$200.00	\$200.00	As needed
<b>Total Annual Budget</b>						<b>\$1,500.00</b>		
* Not to exceed the length allowed by local community ordinance. ** Replace stone if it can not be adequately cleaned. Note: Costs shown are estimated and are to be used for planning and budgeting purposes only. Actual costs will								

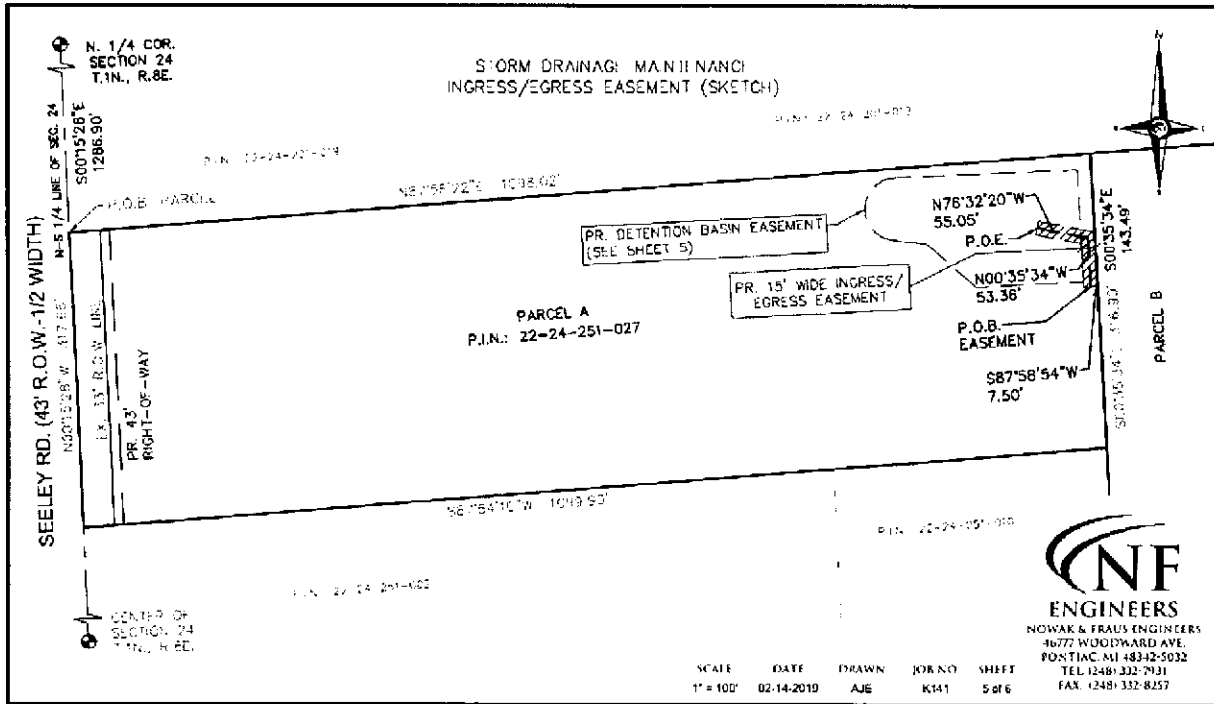
THE OWNER SHALL MAINTAIN A LOG OF ALL INSPECTION AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.

# EXHIBIT C

## INGRESS/EGRESS EASEMENT AREA

### LEGAL DESCRIPTION - INGRESS/EGRESS EASEMENT

A 15' WIDE STORM SEWER INGRESS/EGRESS EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, WHOSE CENTER LINE IS MORE PARTICULARLY DESCRIBED AS:  
 COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 15 MINUTES 28 SECONDS EAST, 1286.90 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 22 SECONDS EAST, 1098.02 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST, 143.49 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 54 SECONDS WEST, 7.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 35 MINUTES 34 SECONDS WEST, 53.36 FEET; THENCE NORTH 76 DEGREES 32 MINUTES 20 SECONDS WEST, 55.05 FEET TO THE POINT OF ENDING.



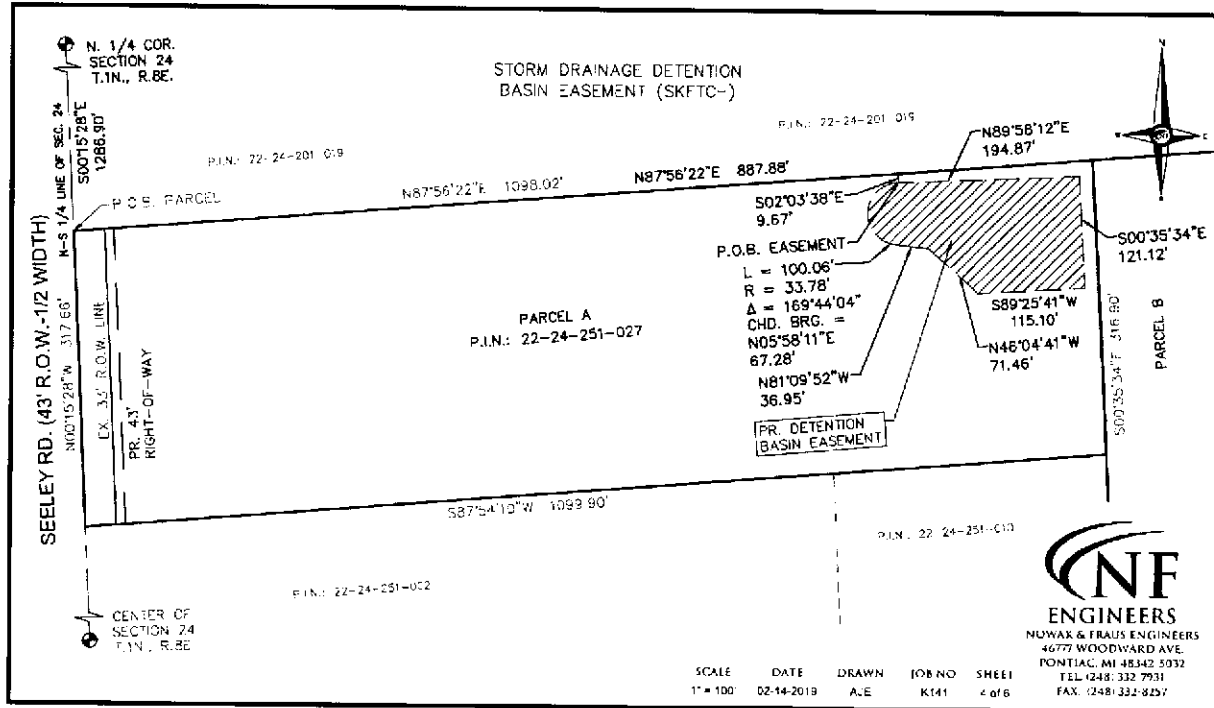
## EXHIBIT D

### DETENTION/SEDIMENTATION BASIN EASEMENT AREA

#### LEGAL DESCRIPTION - DETENTION BASIN EASEMENT

A DETENTION BASIN EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 15 MINUTES 28 SECONDS EAST, 1286.90 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 22 SECONDS EAST, 887.88 FEET; THENCE SOUTH 02 DEGREES 03 MINUTES 38 SECONDS EAST, 9.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, 194.87 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST, 121.12 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 41 SECONDS WEST, 115.10 FEET; THENCE NORTH 46 DEGREES 04 MINUTES 41 SECONDS WEST, 71.46 FEET; THENCE NORTH 81 DEGREES 09 MINUTES 52 SECONDS WEST, 36.95 FEET; THENCE 100.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 33.78 FEET, CENTRAL ANGLE OF 169 DEGREES 44 MINUTES 04 SECONDS, AND CHORD BEARING NORTH 05 DEGREES 58 MINUTES 11 SECONDS EAST, 67.28 FEET TO THE POINT OF ENDING.



June 19, 2020

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

Re: Novi Tech Units 6 & 7 - Document Review  
Novi # JSP17-0086  
SDA Job No. NV18-226  
**FINAL DOCUMENTS EXHIBITS APPROVED**

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on June 19, 2020 against Final Site Plan dated January 16, 2019 and our as-constructed field records. We offer the following comments:

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. Right-of-Way Warranty Deed – (unexecuted: exhibit dated 10/29/18) Legal Description Approved.
2. On-Site Sanitary Sewer Easement – (Executed May 13, 2020) Legal description approved.
3. On-Site Sanitary Sewer Manhole Access Easement – (Exhibits Dated 05-28-2020) Legal Description Approved.
4. Storm Drainage Facility / Maintenance Easement Agreement – (Executed May 13, 2020) Parcel Legal Description, Maintenance Schedule, and Cost Estimate Approved.
5. Water Main Easement – (Executed May 13, 2020) Legal Description Approved.
6. Bills of Sale: Sanitary Sewer System and Water Supply System – Exhibits approved
7. Full Unconditional Waivers of Lien from contractors installing public utilities – (Executed May 22, 2020) – Provided
8. Sworn Statement signed by Developer – (Executed May 22, 2020) – 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 October 10<sup>th</sup>, 2018 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**



Taylor E. Reynolds, PE  
Project Coordinator

Cc (via Email): Courtney Hanson, City of Novi  
Madeleine Kopko, City of Novi  
Mike Freckelton, Spalding DeDecker  
Sarah Marchioni, City of Novi  
Ted Meadows, Spalding DeDecker  
Kate Richardson, City of Novi  
Beth Saarela, Johnson, Rosati, Schultz, Joppich  
Angie Sosnowski, City of Novi