



CITY of NOVI CITY COUNCIL

Agenda Item E
March 24, 2014

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from HEFCO Meadowbrook Office Building, LLC for the South University Parking Lot Addition project located at the southwest corner of Meadowbrook and 12 Mile Roads (parcel 22-14-200-045).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{B4} **BTC**

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer of the South University Parking Lot Addition, HEFCO Meadowbrook Office Building, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for this new parking lot addition, located at the southwest corner of Meadowbrook and Twelve Mile Roads, 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 on-site storm sewer network, including the on-site detention/sedimentation basin located at the western end of the site, as well as provide an access easement to the City for each of those areas. The owner is also responsible for maintaining the pipes, manholes and open channels 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 March 7, 2014 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from HEFCO Meadowbrook Office Building, LLC for the South University Parking Lot Addition project located at the southwest corner of Meadowbrook and 12 Mile Roads (parcel 22-14-200-045).

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

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

SOUTH UNIVERSITY PARKING LOT ADDITION LOCATION MAP

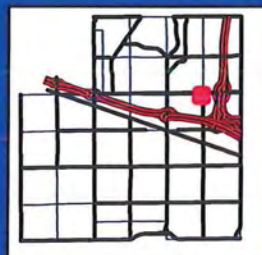


Map Author: Aaron J. Staup
 Date: March 10, 2014
 Project: South Univ. Parking Lot Addition
 Version #: 1

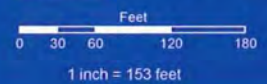
Storm Drainage Facility Maintenance
 Easement Agreement Location Map
 41555 12 Mile Road - Parcel #22-14-200-045

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





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

March 7, 2014

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

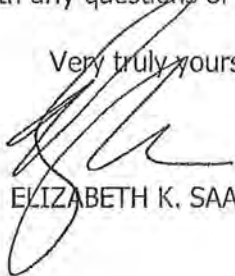
**Re: South University Parking Lot SP12-0020
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Amended and Restated Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving South University. Due to the expanded description of the storm drainage system for the property, this agreement amends and supersedes the Storm Drainage Facility Maintenance Easement Agreement previously approved and recorded for the Property at Liber 41755, page 839, Oakland County Records. The terms of the Amended and Restated Storm Drainage Facility Maintenance Easement Agreement are consistent with the City's standard Agreement. The Agreement has been signed by the property owner, HEFCO Meadowbrook Office Building, LLC. The City's Consulting Engineer has approved the exhibits to the Amended and Restated Storm Drainage Facility Maintenance Easement Agreement. The 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/Original Enclosures)

Rob Hayes, Public Services Director

March 7, 2014

Page 2

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)
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Howard Friedlaender, HEFCO Properties (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

**AMENDED AND RESTATED STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made the ___ day of _____, 20___, by and between HEFCO Meadowbrook Office Building, LLC a Michigan limited liability company, whose address is 33533 W. Twelve Mile Road, Suite 190, Farmington Hills, Michigan 48331 (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 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 parking lot addition on the property.

B. In addition to the parking lot addition, the Property contains an office building, parking lot, and 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.

C. Owner entered into a Storm Drainage Facility Maintenance Easement Agreement with the City with respect to the Property on December 7, 2009, which Agreement is recorded at Liber 41755, Page 839, Oakland County Records ("Original Agreement"). The storm drainage, detention and/or retention facilities on the Property have been expanded since the Original Agreement was recorded as the result of the addition of additional land to the Property and the construction of a parking lot expansion. This subsequent Agreement pertains to all of the storm drainage, detention, and retention facilities on the Property, including the expanded facilities, and supersedes and replaces the Original Agreement.

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 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 Emergency Access 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 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:

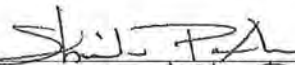
HEFCO Meadowbrook Office Building, LLC,
a Michigan limited liability company

By: HEFCO Management, Inc., its Manager

By: 
Howard Friedlaender, its President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me the 28th day of February, 2014, by Howard Friedlaender, the President of HEFCO Management, Inc., on behalf of HEFCO Meadowbrook Office Building, LLC.


Notary Public Sheila Paxton
Oakland County, Michigan
My Commission Expires: 4/21/2019

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) SS
COUNTY OF MICHIGAN)

The foregoing instrument was acknowledged before me on this _____ day of _____ 20__, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:

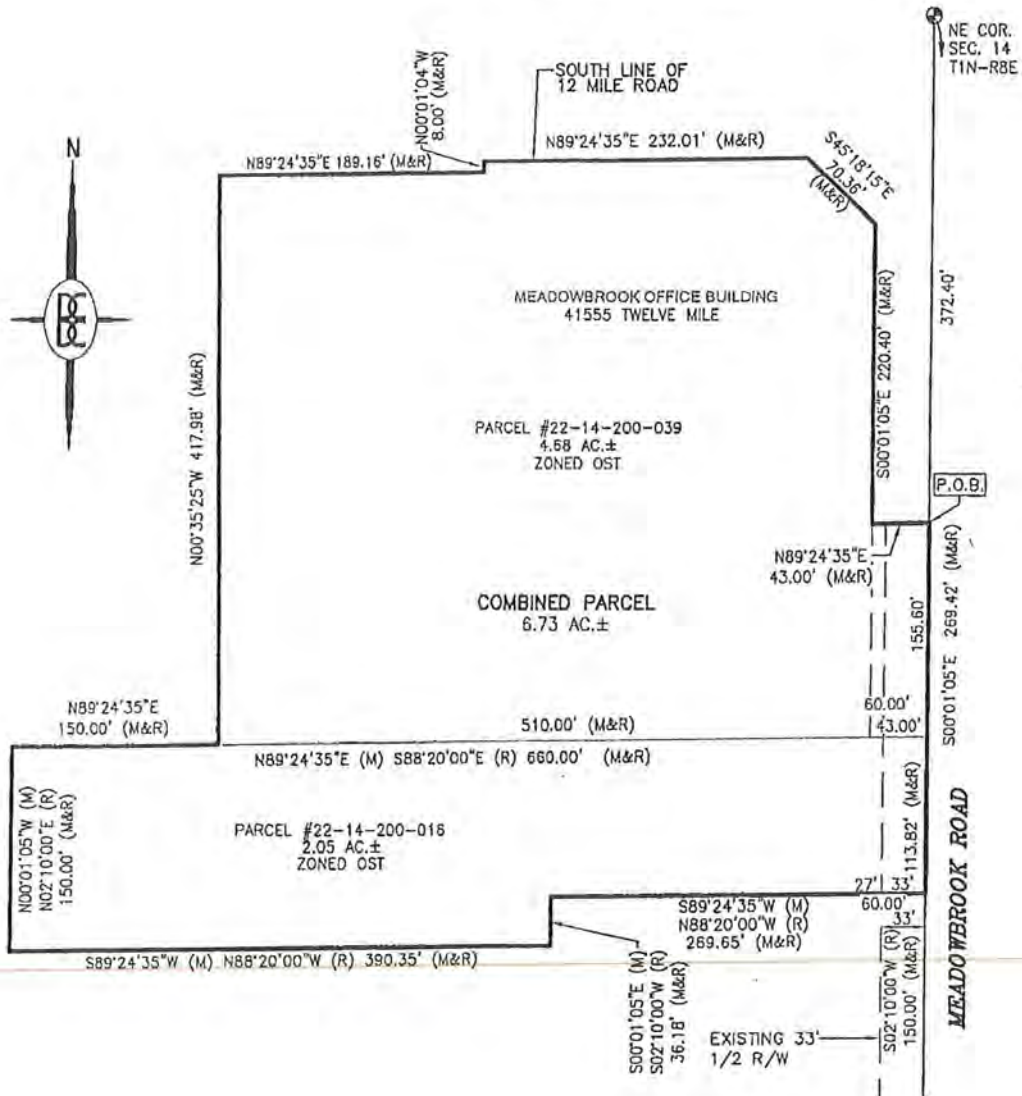
Boss Engineering Co.
3121 E. Grand River Ave.
Howell, MI 48843

And when recorded return to:

Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

EXHIBIT A

12 MILE ROAD (DIVIDED ROAD)
VARIABLE WIDTH R.O.W



DESCRIPTION:
Part of the Northeast 1/4
of Section 14, TIN-RBE,
City of Novi, Oakland
County, Michigan

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS
(L-460-000000000000)
3111 E GRAND BLVD. #200
TROY, MI 48063
(313) 244-1225 FAX (313) 244-1226

CLIENT:
HEFCO PROPERTIES

JOB NO. 12-043
SHEET 1 OF 2

100 0 50 100	
SCALE: 1 INCH = 100 FEET	
DATE 8-15-12	12-20-12
FB 513	CREW KJ/BP
DR. AEB	CHKD.

LEGEND
○ = IRON SET
● = IRON FOUND
⊙ = MONUMENT FOUND
-x- = FENCE
(R) = RECORDED
(M) = MEASURED

EXHIBIT A

DESCRIPTION OF PARCEL 22-14-200-016 COMBINED WITH PARCEL 22-14-200-039:

Part of the Northeast 1/4 of Section 14, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of Section 14; thence along the East line of Section 14 and centerline of Meadowbrook Road (Variable Width Right of Way), S 00°01'05" E, 372.40 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the East line of Section 14 and centerline of Meadowbrook Road S 00°01'05" E, 269.42 feet; thence S 89°24'35" W (recorded as N 88°20'00" W), 269.65 feet; thence S 00°01'05" E (recorded as S 02°10'00" W), 36.18 feet; thence S 89°24'35" W (recorded as N 88°20'00" W), 390.35 feet; thence N 00°01'05" W (recorded as N 02°10'00" E), 150.00 feet; thence N 89°24'35" E, 150.00 feet; thence N 00°35'25" W, 417.98 feet; thence along the South line of 12 Mile Road (Variable width Right of Way), the following four (4) courses: 1) N 89°24'35" E, 189.16 feet; 2) N 00°01'04" W, 8.00 feet; 3) N 89°24'35" E, 232.01 feet; 4) S 45°18'15" E, 70.36 feet; thence along the West line of Meadowbrook Road (Variable width Right of Way), S 00°01'05" E, 220.40 feet; thence N 89°24'35" E, 43.00 feet, to the POINT OF BEGINNING, containing 6.73 acres, more or less, and subject to the rights of the public over the existing Meadowbrook Road. Also including the use of 12 Mile Road. Also subject to any other easements or restrictions of record.

Bearings were established from a previous survey by Boss Engineering, Job No. 2-98016, dated 5-21-98.

LEGAL DESCRIPTION OF SUBJECT PROPERTY - EXHIBIT A
MEADOWBROOK OFFICE BUILDING

HEFCO PROPERTIES
33533 W. 12 Mile Road
Suit 190
Farmington Hills, MI 48331

 **BOSS ENGINEERING**
ENGINEERS & SURVEYORS

3121 E. Grand River Ave. Howell, MI 48843
Phone (517)546-4836 • Fax (517)548-1670

EXHIBIT B

Permanent Maintenance Tasks and Schedule

Tasks	Storm water Management System	Catch Basin Sumps	Catch Basin Inlet Castings	Outlet Control Structure	Sediment/ Detention Basin	Frequency of Maintenance Inspection
Wet Weather Inspection of all structural elements including catch basins, storm sewer, sedimentation/ detention basin and outlet control structure, to be conducted by a professional engineer.	X					Annually
Maintenance per Wet weather Inspection	X					As Needed
Inspect for Sediment Accumulation		X			X	Annually
Removal of Sediment		X			X	As Needed
Inspect for floatables and debris		X	X	X	X	Annually
Removal of floatables and debris		X	X	X	X	As Needed
Record keeping of Inspections and required maintenance	X	X	X	X	X	Annually
Record keeping of costs incurred for inspections, maintenance and repairs	X	X	X	X	X	Annually

Annual Maintenance Plan Budget

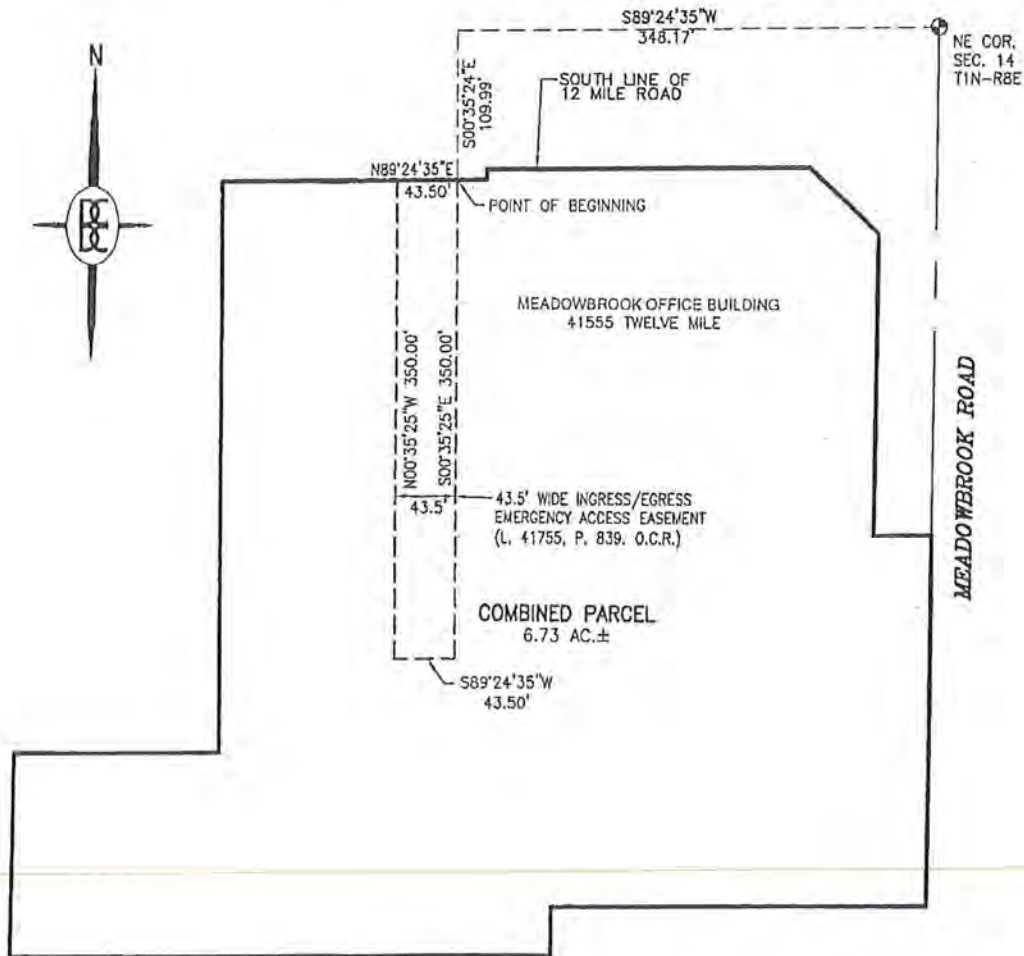
Annual Wet Weather Inspection of Storm water Management System	\$250.00
Maintenance per Wet Weather Inspection	\$500.00
Removal of floatables and debris as needed	\$100.00
Removal of Sediment as needed	\$500.00

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LANDSCAPE ARCHITECTS
3121 E. Grand River
Howell, Michigan 48843

EXHIBIT C

12 MILE ROAD (DIVIDED ROAD)
VARIABLE WIDTH R.O.W



INGRESS/EGRESS EASEMENT (PER L. 41755, P. 839, O.C.R.)

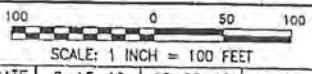
A 43.50 FOOT WIDE STRIP OF LAND FOR INGRESS/EGRESS, LOCATED IN THE N.E. 1/4 OF SECTION 14, T.1N., R.8E., NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS COMMENCING AT THE N.E. CORNER OF SAID SECTION 14; THENCE ALONG THE NORTH LINE OF SAID SECTION S.89°24'35"W, 348.17 FEET; THENCE S.00°35'24"E, 109.99 FEET TO THE POINT OF BEGINNING; THENCE S.00°35'25"E, 350.00 FEET; THENCE S.89°24'35"W, 43.50 FEET; THENCE N.00°35'25"W, 350.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 12 MILE ROAD (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE N.89°24'35"E, 43.50 FEET TO THE POINT OF BEGINNING. CONTAINING 15,225 S.F. OR 0.35 ACRES OF LAND, MORE OR LESS.

DESCRIPTION:
Part of the Northeast 1/4
of Section 14, T1N-R8E,
City of Novi, Oakland
County, Michigan

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LANDSCAPE ARCHITECTS
(C-1642 3443666400000)
3151 E. 15400 RD. #200
NOVI, MI 48240
(248) 246-8755 Fax (248) 246-1875

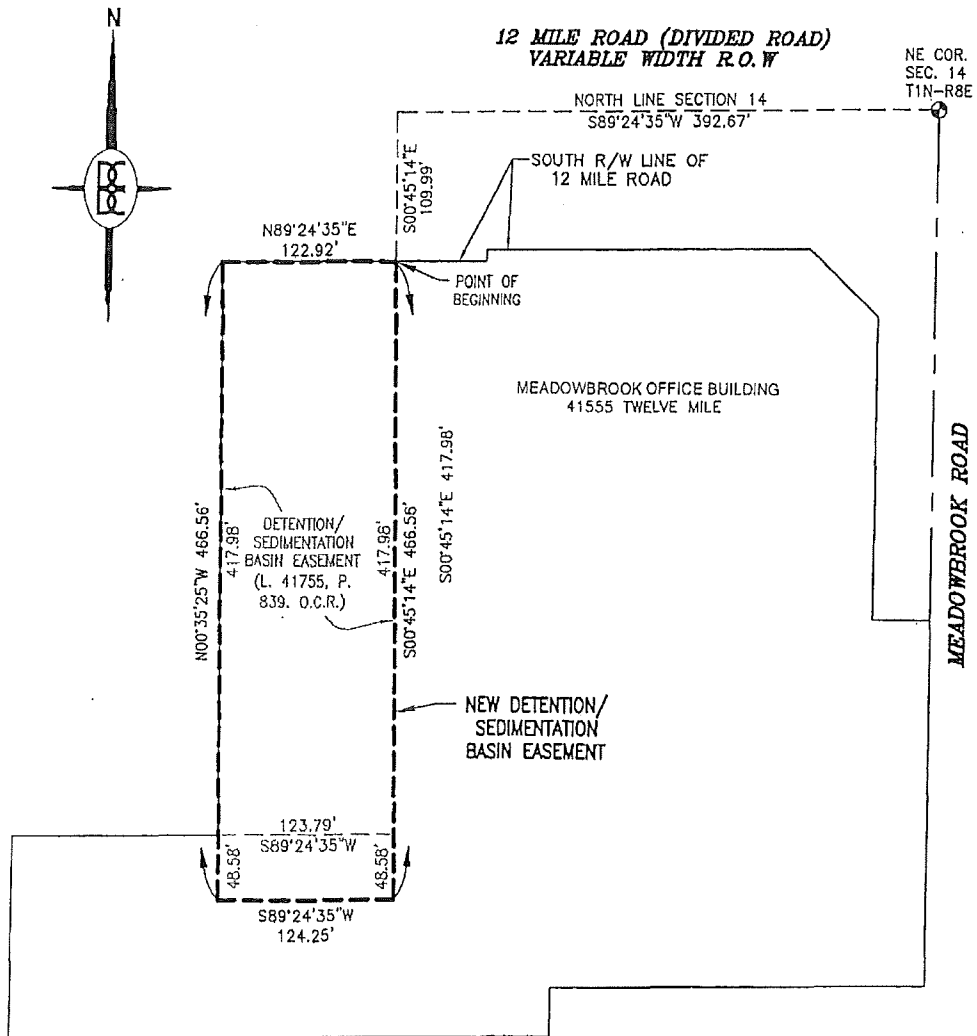


CLIENT:	HEFCO PROPERTIES		
JOB NO.	12-043	DATE	8-15-12 12-20-12 10-31-13
SHEET	1 OF 1	FB 513	CREW KJ/BP DR. AEB CHKD.



- LEGEND
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 - = IRON FOUND
 - ⊙ = MONUMENT FOUND
 - * = FENCE
 - (R) = RECORDED
 - (M) = MEASURED

EXHIBIT D

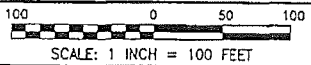


DESCRIPTION:
Part of the Northeast
1/4 of Section 14,
T1N-R8E, City of
Novi, Oakland County,
Michigan

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LANDSCAPE ARCHITECTS
(E-WAL: landbosseng.com)
3121 E. GRAND BLVD. #200
TROY, MI 48068
(482) 248-8735 FAX (313) 218-1178



CLIENT: HEFCO
PROPERTIES



- LEGEND
- = IRON SET
 - = IRON FOUND
 - ⊙ = MONUMENT FOUND
 - * = FENCE
 - (R) = RECORDED
 - (M) = MEASURED

JOB NO.	12--043	DATE	3-7-13		
SHEET	1 OF 2	FB	CREW	DR. AEB	CK.

EXHIBIT D

DESCRIPTION OF NEW DETENTION/SEDIMENTATION BASIN EASEMENT:

Part of the Northeast 1/4 of Section 14, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of Section 14; thence along the North line of Section 14, S 89°24'35" W, 392.67 feet; thence S 00°45'14" E, 109.99 feet, to the POINT OF BEGINNING of the Easement to be described; thence S 00°45'14" E, 466.56 feet; thence S 89°24'35" W, 124.25 feet; thence N 00°35'25" W, 466.56 feet; thence along the South Right of Way line of Twelve Mile Road, N 89°24'35" E, 122.92 feet, to the POINT OF BEGINNING.

G:\12-043\Sen\12-043_NEW-DET-SED-BSN-EA.doc
March 7, 2013

Job Number: 12-043
Sheet: 2 of 2

 **BOSS ENGINEERING
ENGINEERS & SURVEYORS**

3121 E. Grand River Ave. Howell, MI 48843
Phone (517)546-4836 • Fax (517)548-1670



CHRISTOPHER S. FERGUS, P.S.