



**CITY of NOVI CITY COUNCIL**

**Agenda Item I  
February 6, 2017**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Secure Development Properties, LLC for the Paradise Park (a.k.a. Novi Family Fun Park) property located at 45799 Grand River Avenue (parcel 22-16-451-046).

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

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The developer/owner for the Paradise Park (a.k.a. Novi Family Fun Park) development, Secure Development Properties, LLC, requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the Paradise Park project, located on the south-side of Grand River Avenue, west of Taft Road or more specifically located at 45799 Grand River Avenue.

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 storm water detention basin and is providing an access easement to the basin. 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 January 16, 2017 letter) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Secure Development Properties, LLC for the Paradise Park (a.k.a. Novi Family Fun Park) property located at 45799 Grand River Avenue (parcel 22-16-451-046).

|                        | 1 | 2 | Y | N |
|------------------------|---|---|---|---|
| Mayor Gatt             |   |   |   |   |
| Mayor Pro Tem Staudt   |   |   |   |   |
| Council Member Casey   |   |   |   |   |
| Council Member Markham |   |   |   |   |

|                       | 1 | 2 | Y | N |
|-----------------------|---|---|---|---|
| Council Member Mutch  |   |   |   |   |
| Council Member Burke  |   |   |   |   |
| Council Member Wrobel |   |   |   |   |



Sedimentation Basin



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 16, 2017

George D. Melistas, Engineering Senior Manager  
CITY OF NOVI  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**Re: Paradise Park SP03-57B  
Storm Drainage Facility Maintenance Easement Agreement**

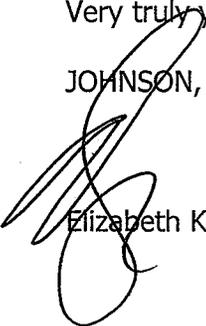
Dear Mr. Melistas:

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 Paradise Park Development on Grand River. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Engineering Division 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, P.C.



Elizabeth Kudla Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures to follow)

George Melistas, Engineering Senior Manager

January 16, 2017

Page 2

Charles Boulard, Community Development Director (w/Enclosures)

Barb McBeth, City Planner (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Aaron Staup, Construction Engineer (w/Enclosures)

Theresa Bridges, Civil Engineer (w/Enclosures)

Darcy Rechten, Staff Engineer (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)

Jeff Wainwright, Secure Development Properties, LLC (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_. By and between Secure Development Properties, LLC, whose address is 45799 Grand River Ave, Novi MI 48374 (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 certain parcel of land situated in Section 16 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 FUN CENTER development on the Property.
- B. The FUN 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 approve 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 the such area and facilities shall be preserved and maintained. The Schedule of Maintenance is 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 C** 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 shall be 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.



# EXHIBIT A

Job No.03-010  
March 24, 2004

## LEGAL DESCRIPTION OVERALL SUBJECT PARCEL

A part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the POINT OF BEGINNING; thence South 00°59'48" West, 330.24 feet, along the West line of said "Andes Hills Condominium", to the Southwest corner of said "Andes Hills Condominium"; thence Due West, 545.99 feet (previously described as 545.94 feet); thence North 00°42'26" East, 329.38 feet (previously described as 328.96 feet); thence North 89°54'44" East, 144.79 feet (previously described as 144.63 feet); thence North 00°59'30" East, 826.59 feet (previously described as 826.52 feet), to the centerline of Grand River Avenue right-of-way; thence South 71°06'18" East, 284.26 feet, along the centerline of said Grand River Avenue right-of-way; thence South 00°59'30" West, 360.01 feet; thence South 71°06'18" East, 139.07 feet; thence South 00°59'45" West, 328.86 feet, to the Point of Beginning. All of the above containing 10.053 Acres. All of the above being subject to the rights of the public in Grand River Avenue. All of the above being subject to easements, restrictions, and right-of-ways of record.  
Sidwell No.'s 22-16-451-009, 22-16-451-046

## Exhibit B

The Owner is responsible for the maintenance of the sediment basin. Inspections and maintenance shall be performed once each month and following any major storm event. Inspection and maintenance of the basin shall include the following:

1. Check the depth of sediment deposit to ensure the capacity of the basin is adequate for storm water and sediment deposition.
2. Check basin for piping, seepage, or other mechanical damage.
3. Check for the presence of any soil caking, which would prevent proper drainage from the basin.
4. Check the outfall to ensure drainage is not causing any erosive velocities and to ensure the outlet is not clogged.

Any problem discovered during the inspection shall be addressed immediately.

Sediment removed during cleaning should be placed at an upland area and stabilized so that it does not reenter the drainage course.

# EXHIBIT C

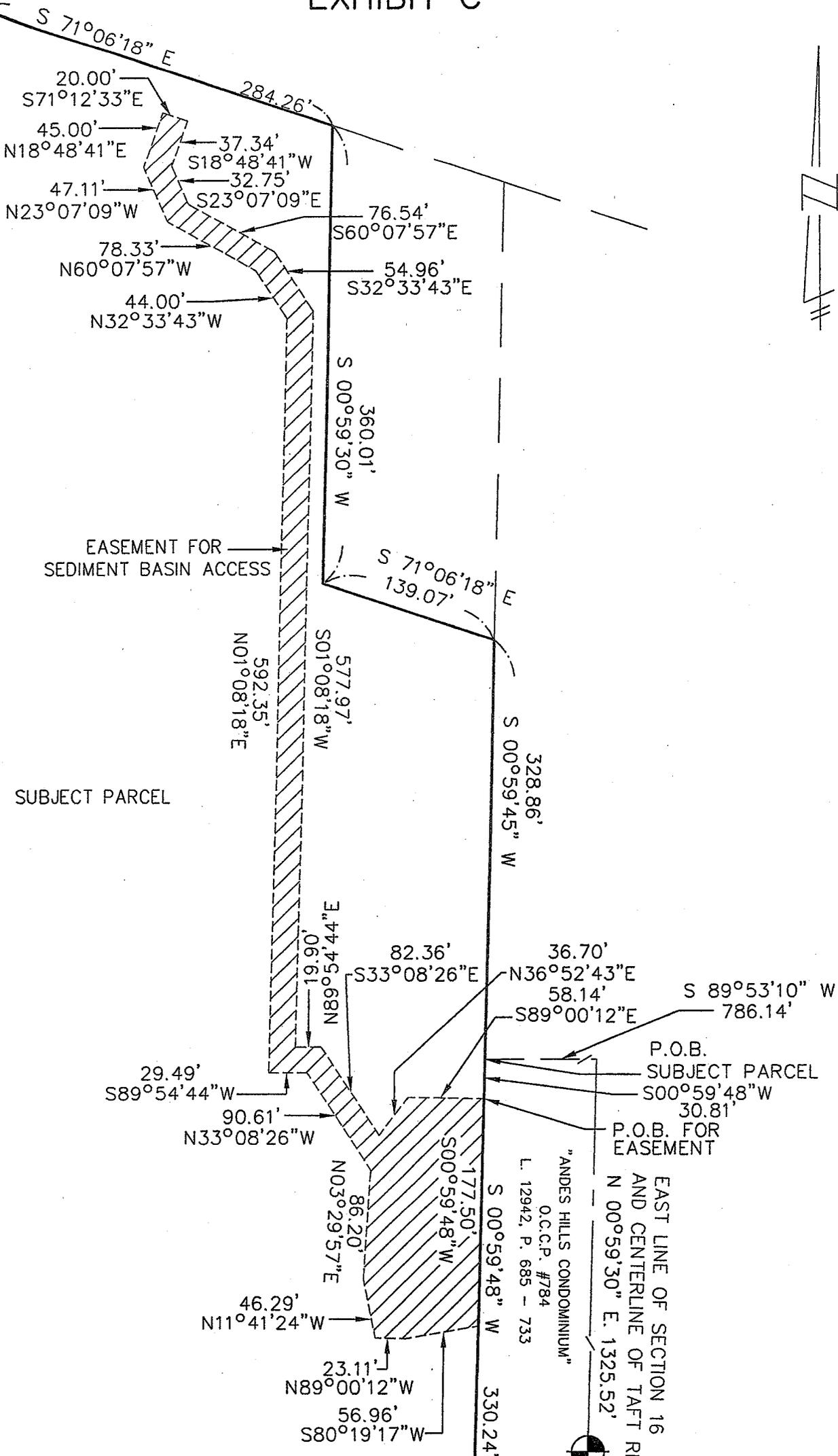
Job No.03-010  
March 24, 2004

## LEGAL DESCRIPTION EASEMENT FOR SEDIMENT BASIN ACCESS

An easement for Sediment Basin Access being part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; said easement being more particularly described as commencing at the Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the Point of Beginning of the Subject Parcel; thence South 00°59'48" West, 30.81 feet, to the POINT OF BEGINNING; thence South 00°59'48" West, 177.50 feet along the Easterly line of the Subject Property; thence South 80°19'17" West, 56.96 feet; thence North 89°00'12" West, 23.11 feet; thence North 11°41'24" West, 46.29 feet; thence North 03°29'57" East, 86.20 feet; thence North 33°08'26" West, 90.61 feet; thence South 89°54'44" West, 29.49 feet; thence North 01°08'18" East, 592.35 feet; thence North 32°33'43" West, 44.00 feet; thence North 60°07'57" West, 78.33 feet; thence North 23°07'09" West, 47.11 feet; thence North 18°48'41" East, 45.00 feet, thence South 71°12'33" East, 20.00 feet; thence South 18°48'41" West, 37.34 feet; thence South 23°07'09" East, 32.75 feet; thence South 60°07'57" East, 76.54 feet; thence South 32°33'43" East, 54.96 feet; thence South 01°08'18" West, 577.97 feet; thence North 89°54'44" East, 19.90 feet; thence South 33°08'26" East, 82.36 feet; thence North 36°52'43" East, 36.70 feet; thence South 89°00'12" East, 58.14 feet; to the Point of Beginning.



# EXHIBIT C



## EASEMENT FOR SEDIMENT BASIN ACCESS



**SEIBER, KEAST & ASSOCIATES, INC.**  
CONSULTING ENGINEERS



**MILLETICS AND ASSOCIATES, L.L.C.**  
LAND SURVEYORS

40399 GRAND RIVER AVENUE, SUITE 110 NOVI, MI 48375-2123  
(248) 473-7880

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

|           |           |
|-----------|-----------|
| SCALE:    | 1" = 100' |
| DATE:     | 03-24-04  |
| JOB NO.:  | 03-010    |
| DWG FILE: | 03-010EE  |
| DRAWN BY: | NLW       |
| CHECK:    | KAL       |
| SHEET:    | 2 OF 2    |