



**CITY of NOVI CITY COUNCIL**

**Agenda Item E  
September 22, 2014**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from McDonald's Corporation for the McDonald's Development located at 21050 Haggerty Road (parcel 22-36-476-008).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *RPA BIC*

**CITY MANAGER APPROVAL:** *PA*

**BACKGROUND INFORMATION:**

McDonald's Corporation, requests approval of the Storm Drainage Facility Maintenance Easement Agreement from the McDonald's Corporation for the McDonald's Development located at 21050 Haggerty Road

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) 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 of 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 a storm water pretreatment structure, and is providing an access easement to the structure. The owner is also responsible for maintaining the pipes and manholes on-site.

The enclosed agreement has been favorably reviewed by City staff and the City Attorney (Beth Saarela's August 6, 2014, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from McDonald's Corporation for the McDonald's Development located at 21050 Haggerty Road (parcel 22-36-476-008).

	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				

# McDonald's Location Map

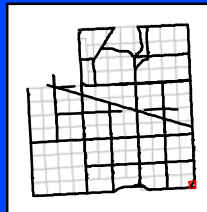


Map Author: A. Wayne  
Date: September 9, 2014  
Project:  
Version #:

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.



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



1 inch = 150 feet



August 12, 2014

Mr. Adam M. Wayne  
Construction Engineer  
Department of Public Services  
Field Services Complex – Engineering Division  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: McDonald's  
Storm Water Detention System Inspection**  
Novi SP No.: JSP13-0001  
SDA Job No.: NV14-205

Dear Mr. Wayne:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping, detention basin(s) and outlet control structure(s) 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 ASSOCIATES, INC.**

Ted Meadows  
Project Manager

cc: Aaron Staup, City of Novi – Construction Engineering Coordinator (e-mail)  
Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)  
Sheila Weber, City of Novi – Bond Coordinator (e-mail)  
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)  
Joe Shelton, City of Novi – Fire Marshall (e-mail)  
John Petterson, Metro Design & Build (email)  
Ron Nelson, Metro Design & Build (email)  
SDA CE Job File



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive, Suite 250 Farmington Hills, MI 48331-5627

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

August 6, 2014

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

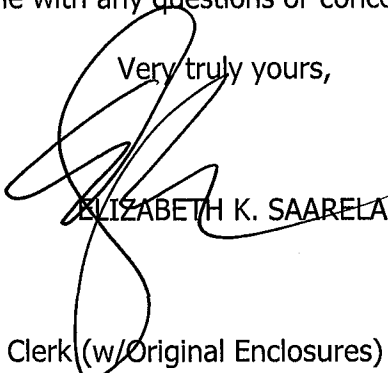
**Re: McDonald's Rebuild JSP13-01  
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving McDonald's at 21050 Haggerty. The terms of the Storm Drainage Facility Maintenance Easement Agreement are consistent with the City's standard Agreement and the exhibits have been approved by the City's Consulting Engineer. The Agreement has been signed by the property owner, McDonald's Corporation. 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)  
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)

Rob Hayes, Public Services Director  
August 6, 2014  
Page 2

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)  
Debbie Gordon, McDonald's Corporation (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

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

THIS EASEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between McDonald's Corporation, d/b/a/ Delaware McDonald's Corporation, whose address is 2915 Jorie Boulevard, Oak Brook, Illinois 60523 (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 36 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 reconstruction of a McDonald's Restaurant development on the Property.
- B. The McDonald's Restaurant Development, shall contain certain storm drainage facilities, including but not limited to catch basins, pipes, and a pretreatment structure for the purpose of conveyance, 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 facilities 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 storm water drainage and treatment facilities 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 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.

Unless otherwise agreed to in writing, the City will not move, remove, or demolish any of Owner's signs, access drives, curbing or other improvements within the easement area.

The City will not park or store construction vehicles, equipment or materials on the Property.

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.

(Signature page follows)

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

*an*

McDONALD'S CORPORATION, a Delaware corporation

*Jr*  
By: Jacob Steinfiok, Senior Counsel

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF DUPAGE        )

The foregoing instrument was acknowledged before me this 6 day of June, 2014, by Jacob Steinfiok, as Senior Counsel of McDonald's Corporation.

My Commission Expires: 2/24/16            Michele M. Lechtenberg  
Notary Public acting in DUPAGE County, Illinois



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: \_\_\_\_\_

<p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz &amp; Joppich, P.C. 34405 West Twelve Mile Road, Suite 200 Farmington Hills, MI 48331-5627</p>	<p>And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375</p>
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**EXHIBIT A TO INGRESS/EGRESS EASEMENT AGREEMENT  
(MCDONALD'S RESTAURANT, 21050 HAGGERTY ROAD)**

Legal description of Property

PARCEL 1:

A parcel of land located in and being a part of the Southeast  $\frac{1}{4}$  of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows: Commencing at a point of 562.19 feet South 87 degrees 20 minutes 09 seconds West, 120.00 feet North 02 degrees 39 minutes 51 seconds West, 71.15 feet North 57 degrees 47 minutes 29 seconds West, 175.59 feet North 07 degrees 43 minutes 37 seconds East, and 74.41 feet North 16 degrees 23 minutes 42 seconds East from the Southeast corner of said Section 36, and thence extending along the Easterly line of Haggerty Road North 16 degrees 23 minutes 42 seconds East 164.81 feet and North 26 degrees 15 minutes 49 seconds East 66.19 feet; thence South 73 degrees 36 minutes 18 seconds East 187.48 feet; thence along the Westerly line of I-96, South 22 degrees 07 minutes 45 seconds West 175.18 feet and South 02 degrees 39 minutes 51 seconds East 59.01 feet; thence North 73 degrees 36 minutes 18 seconds West 200.59 feet to the point of beginning.

PARCEL 2:

A part of the Southeast  $\frac{1}{4}$  of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as: Commencing at the Southeast corner of said Section 36; thence North 01 degrees 52 minutes 04 seconds West 858.83 feet, along the East line of said Section 36, to a point on the Westerly line of I-96; thence South 46 degrees 35 minutes 20 seconds West 379.79 feet along the Westerly line of I-96 to the point of beginning; thence North 73 degrees 36 minutes 18 seconds West 183.55 feet to the Easterly line of Haggerty Road; thence South 26 degrees 15 minutes 49 seconds West 60.90 feet along the Easterly line of Haggerty Road; thence South 73 degrees 36 minutes 18 seconds East 187.48 feet to the Westerly line of I-96; thence the following two bearings and distances along the Westerly line of I-96, North 22 degrees 07 minutes 45 seconds East 59.29 feet and North 46 degrees 35 minutes 20 seconds East 1.17 feet to the point of beginning.

## EXHIBIT "B"

**Owner:** McDonald's Corporation

**Address:** 21050 Haggerty Road, Novi, Michigan

CDS UNIT MANUFACTURED BY CONTECH ENGINEERED SOLUTIONS

3 Year Maintenance Plan

### TASKS

<b>INSPECTION</b>	<b>SCHEDULE</b>	<b>ANNUAL COST</b>
INSPECT FOR FLOATABLES, DEBRIS & SEDIMENT	TWICE PER YEAR	\$350.00
<b>CLEANING</b>		
CLEANING FOR FLOATABLES, DEBRIS & SEDIMENT	ANNUALLY	\$700.00
<b>STRUCTURAL REPAIRS</b>		
INSPECT & REPAIR STRUCTURAL ELEMENTS & SCREEN	ANNUALLY	\$100.00
<b>MISCELLANEOUS</b>		
KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE	TWICE PER YEAR	\$0.00
KEEP RECORDS OF ALL COSTS FOR INSPECTIONS	TWICE PER YEAR	\$0.00
<b>TOTAL</b>		<b>\$1,150.00</b>

**TOTAL COST FOR THREE YEAR MAINTENANCE = 3 X \$1150 = \$3450**



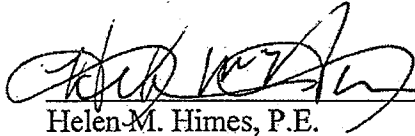
**EXHIBIT C TO UTILITY EASEMENT AGREEMENT – INGRESS/EGRESS  
(MCDONALD’S RESTAURANT, 21050 HAGGERTY ROAD)**

**Legal Description of Ingress/Egress Easement**

**Ingress/Egress Easement to Storm Water Treatment Facility**

Commencing at a point of 562.19 feet South 87 degrees 20 minutes 09 seconds West, 120.00 feet North 02 degrees 39 minutes 51 seconds West, 71.15 feet North 57 degrees 47 minutes 29 seconds West, 175.59 feet North 07 degrees 43 minutes 37 seconds East, and 74.41 feet North 16 degrees 23 minutes 42 seconds East from the Southeast corner of said Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and thence extending along the Easterly line of Haggerty Road North 16 degrees 23 minutes 42 seconds East 164.81 feet and North 26 degrees 15 minutes 49 seconds East 66.19 feet to the POINT OF BEGINNING, thence South 63 degrees 44 minutes 11 seconds East 42.16 feet; thence South 22 degrees 07 minutes 45 seconds West 110.45 feet; thence South 67 degrees 7 minutes 53 seconds West 38.12 feet; thence South 22 degrees 52 minutes 07 seconds East 20.00 feet; thence North 67 degrees 7 minutes 53 seconds East 46.41 feet; thence North 22 degrees 07 minutes 45 seconds East 137.34 feet; thence North 63 degrees 44 minutes 11 seconds West 60.76 feet; thence South 26 degrees 15 minutes 49 seconds West 20.00 feet to the point of beginning.

I hereby certify that the above legal description describes the property of the attached depiction.



Helen M. Himes, P.E.  
Professional Engineer

5.14.13

Date

