



CITY OF NOVI CITY COUNCIL
JULY 12, 2021

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Texas Roadhouse, Inc. for Texas Roadhouse located south of I-96 and west of Novi Road (parcel 50-22-15-478-012).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

Texas Roadhouse, Inc. 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, July 24, 2020) and the City Engineering consultant (Spalding DeDecker, July 20, 2020), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Texas Roadhouse, Inc. for Texas Roadhouse located south of I-96 and west of Novi Road (parcel 50-22-15-478-012).

Texas Roadhouse SDFMEA

Location Map



Texas Roadhouse
50-22-15-478-012

Adell Center Dr

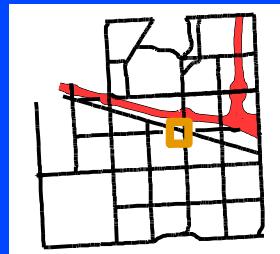
Map Author: Kate Richardson
Date: 06/22/2021
Project: Texas Roadhouse
Version: 1.0

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 20 40 80 120
1 inch = 105 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 24, 2020

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

**Re: Texas Roadhouse JSP 18-0062
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 Texas Roadhouse 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

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

Enclosures

Jeffrey Herczeg, Director of Public Works
City of Novi
July 24, 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)
Julie Karnes, GreenTech Engineering (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of February, 2020, by and between Texas Roadhouse Holdings LLC, a Kentucky limited liability company, whose address is 6040 Dutchmans Lane, Louisville, KY 40205, Attention: Legal Department (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. The Owner is the owner and developer of a certain parcel of land situated in Section 15 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 restaurant development on the Property.

- B. The restaurant 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, located on its property 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 (but in any event at least fifteen [15] days following the date of such written notice), and the date, time and place for a hearing before the City for the purpose of allowing the 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 actual, reasonable cost and expense of making 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 reasonable costs and expenses actually incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner (which billing shall include reasonable supporting documentation substantiating the cost of the same). 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.

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

OWNER:

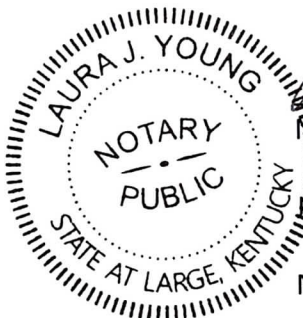
Texas Roadhouse Holdings LLC,
a Kentucky limited liability company

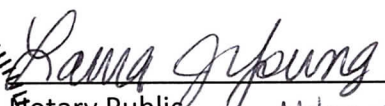
By: Texas Roadhouse, Inc.,
a Delaware corporation,
its Manager

By: 
Name: Christopher C. Colson
Title: Corporate Secretary

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 9th day of July, 2020, by Christopher C. Colson, the Corporate Secretary for Texas Roadhouse, Inc., which is the Manager of Texas Roadhouse Holdings LLC, a Kentucky limited liability company on behalf of said limited liability company.




Notary Public Notary ID # 593938

Jefferson County, Kentucky
My Commission Expires: 1-25-2022

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk
City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

EXHIBIT A

I-96 RAMP 'C'
(WIDTH VARIES)
S45°13'48"E 276.43'

UNIT 8
PARCEL NO.
22-15-478-008

**ADELL CENTER
CONDOMINIUM**
O.C.C.S.P. NO. 2254

UNIT 7
PARCEL NO.
22-15-478-012
26730 ADELL CENTER DRIVE
NOVI, MICHIGAN

UNIT 6
PARCEL NO.
22-15-478-011

LEGEND

- FIB FOUND IRON BAR
- FCI FOUND CAPPED IRON
- SET IRON PIPE
- PROPERTY LINE
- ⊕ EX. UTILITY POLE
- - - EX. OVERHEAD LINES
- /// EX. FENCE

ADELL CENTER DRIVE
(PRIVATE)
N00°09'38"W 143.42'

UNIT 3
PARCEL NO.
22-15-478-003

ARC = 78.36'
RADIUS = 50.00'
DELTA = 89°47'58"
CHORD = 70.59'
CH. BRG. = N45°03'37"W

UNIT 4
PARCEL NO.
22-15-478-004

ADELL CENTER DRIVE
(PRIVATE)
N89°57'36"W 291.72'

UNIT 5
PARCEL NO.
22-15-478-005

LEGAL DESCRIPTION PARCEL 22-15-478-012:

UNIT NO. 7, ADELL CENTER, A CONDOMINIUM ACCORDING TO THE MASTER DEED RECORDED IN LIBER 52318, PAGE 378, AND AS AMENDED BY THIRD AMENDMENT TO MASTER DEED RECORDED IN LIBER 52692, PAGE 721 OAKLAND COUNTY RECORDS, AS AMENDED, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2254, AS AMENDED, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SET FORTH IN THE AFOREMENTIONED MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF MICHIGAN OF 1978, AS AMENDED.

TOGETHER WITH A RECIPROCAL EMERGENCY ACCESS EASEMENT AGREEMENT AS RECORDED IN LIBER 52367,

EXHIBIT B

EXHIBIT B

MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE STORM DRAINAGE MAINTENANCE EASMENT AGREEMENT

MAINTENANCE PLAN BUDGET

			ANNUAL ESTIMATED COST FOR MAINTENANCE & REPAIRS		
STORM WATER FACILITY	MAINTENANCE ACTION	CORRECTIVE ACTION	1st Year	2nd Year	3rd Year
STORM SEWER	CHECK FOR DEBRIS ACCUMULATING IN CATCH BASINS	REMOVE DEBRIS FROM RIMS AND CATCH BASINS	\$250	\$250	\$250
	AFTER EACH STORM THAT MEETS OR EXCEEDS A 10-YR STORM EVENT, CHECK FOR PIPING OR SETTLING AROUND CATCH BASINS.	IMPLIMENT ENERY DISSIPATION MEASURES AS NECESSARY TO PREVENT EROSION. REMOVE DEBRIS FROM PIPES & REPAIR AND OR REPLACE COLLAPSED PIPES AS NEEDED	\$500	\$500	\$500
WATER QUALITY STRUCTURE	INSPECT WATER QUALITY STRUCTURE FOR SEDIMENT ACCUMULATION	REMOVE SEDIMENT THAT ACCUMULATES TO NO MORE THAN 50% OF STRUCTURE CAPACITY. REMOVING CAKING FROM AROUND STRUCTURE.	\$1,000	\$1,000	\$1,000

NOTE: COSTS ABOVE ARE ESTIMATED AND ARE TO BE USED FOR PLANNING AND BUDGETARY PURPOSES ONLY. ACTUAL COSTS WILL VARY.

EXHIBIT C

I-96 RAMP 'C'
(WIDTH VARIES)
S45°13'48"E 276.43'



UNIT 8
PARCEL NO.
22-15-478-008

**ADELL CENTER
CONDOMINIUM**
O.C.C.S.P. NO. 2254

UNIT 7
PARCEL NO.
22-15-478-012
26730 ADELL CENTER DRIVE
NOVI, MICHIGAN

UNIT 6
PARCEL NO.
22-15-478-011

UNIT 3
PARCEL NO.
22-15-478-003

UNIT 5
PARCEL NO.
22-15-478-005

UNIT 4
PARCEL NO.
22-15-478-004

ARC = 78.36'
RADIUS = 50.00'
DELTA = 89°47'58"
CHORD = 70.59'
CH. BRG. = N45°03'37"W

70' WIDE
ACCESS &
ROADWAY
EASEMENT
(EXISTING)

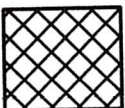
CENTERLINE OF 20'
STORM MAINTENANCE
& ACCESS EASEMENT

SOUTHEAST
CORNER
UNIT 7

ADELL CENTER DRIVE
(PRIVATE)

P.O.B. STORM MAINTENANCE
& ACCESS EASEMENT

LEGEND



20' WIDE STORM MAINTENANCE
& ACCESS EASEMENT

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C2	78.36'	50.00'	89°47'58"	S45°03'37"E 70.59'
C3	27.49'	17.50'	90°00'00"	N44°57'36"W 24.75'
C4	27.49'	17.50'	90°00'00"	S45°02'24"W 24.75'

NOTES:

ALL DIMENSIONS ARE BASED ON THE

EXHIBIT D

20' WIDE STORM MAINTANENCE & ACCESS EASEMENT (CENTERLINE DESCRIPTION):

PART OF UNIT NO. 7, ADELL CENTER CONDOMINIUM, DESCRIBED AS:

BEGINNING AT A POINT, BEING DISTANT S89°57'36"E 147.82 FEET ALONG THE SOUTH LINE OF SAID UNIT 7 AND N00°02'24"E 17.00 FEET FROM THE SOUTHEAST CORNER OF SAID UNIT 7; THENCE CONTINUING N00°02'24"E 27.00 FEET; THENCE 27.49 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 17.50 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING N44°57'36"W 24.75 FEET; THENCE N89°57'36"W 86.20 FEET; THENCE 27.49 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 17.50 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING S45°02'24"W 24.75 FEET; THENCE S00°02'24"W 7.00 FEET TO THE **POINT OF ENDING**.

July 20, 2020

Jeff Herczeg
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Texas Roadhouse - Acceptance Documents Review
Novi # JSP 18-0062
SDA Job No. NV 19-220
FINAL DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on July 16, 2020 against the Final Site Plan (Stamping Set) approved on August 29, 2019 and our as built field records. We offer the following comments:

Final Acceptance Documents

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. On-Site Water System Easement
Executed 2/24/20; Exhibit dated 7/16/19
Exhibits Approved
2. Sanitary Sewer Manhole Access Easement
Executed 2/24/20; Exhibit dated 7/16/19
Exhibits Approved
3. Storm Drainage Facility / Maintenance Easement Agreement
Executed 2/24/20; Exhibit dated 7/31/19
Exhibits Approved
4. Bills of Sale: Sanitary Sewer System and Water Supply System
Executed 7/9/20
Exhibit Approved
5. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED
6. Sworn Statement signed by Developer
SUPPLIED – APPROVED

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.

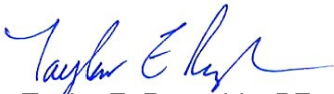
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated June 11, 2019 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): Victor Boron, City of Novi
 Michael Freckelton, Spalding DeDecker
 Courtney Hanson, City of Novi
 Madeleine Kopko, City of Novi
 Sarah Marchioni, City of Novi
 Ted Meadows, Spalding DeDecker
 Kate Richardson, City of Novi
 Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
 Angie Sosnowski, City of Novi