



CITY of NOVI CITY COUNCIL

**Agenda Item M
March 10, 2014**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pinnacle-Novu 12, LLC for the Andelina Ridge project located on 12 Mile Road east of Napier Road (parcel 22-18-100-006).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer for Andelina Ridge, Pinnacle-Novu 12, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new residential development located south of Twelve Mile Road and east of Napier Road, as shown on the attached map.

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 (Homeowners Association) to properly maintain the 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 a 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 February 26, 2014 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pinnacle-Novu 12 LLC for the Andelina Ridge project located on 12 Mile Road east of Napier Road (parcel 22-18-100-006).

	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				

Andelina Ridge

Single Family Residential Development



Storm Drainage Facility Maintenance Easement Agreement from Pinnacle-Nov 12 LLC for the Andelina Ridge project located on 12 Mile Road east of Napier Road (parcel 22-18-100-006).



City of Novi
DPS Field Services Complex
Engineering Department
26300 Lee BeGole Drive
Novi, MI 48375

Map Created By: Matt Preisz | February 28, 2014



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

February 26, 2014

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

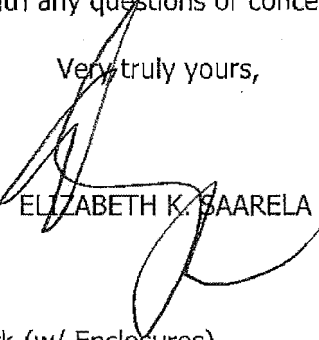
Re: **Andelina Ridge – SP12-0049**
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Andelina Ridge development. The Agreement is in the City's standard format and has been executed by the property owner, Pinnacle-Novu 12, LLC. The City's Consulting Engineer has approved the Storm Drainage Facility Maintenance Easement Agreement exhibits. 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/ 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
February 26, 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)
Bill Anderson, A-Team Associates (w/Enclosures)
Bradley F. Scobel, Esq. (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 14 day of January, 2014, by and between Pinnacle-Novi 12, LLC, whose address is 28800 Orchard Lake Road, Suite 200, Farmington Hills, Michigan 48334 (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 20 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 site condominium development on the Property.
- B. The Site Condominium 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 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 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 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.

Owner has executed this Agreement as at the day and year first above set forth.

OWNER: Pinnacle-Novi 12, LLC

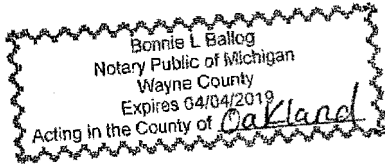
By: 
Howard Fingerroot

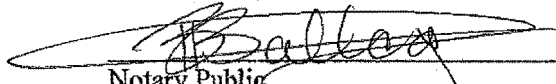
Its: _____
Manager

(Signatures continue on next page)

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14 day of January, 2014,
by Howard Fingeroot, as the Manager of Pinnacle-Nov1 12, LLC.




Notary Public
Oakland County, Michigan
My Commission Expires: April 4, 2019

CITY OF NOVI
A Municipal Corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____,
2014, by _____, on behalf of the City of Novi, a Municipal
Corporation.

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

And when recorded return to:
Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

EXHIBIT A

June 20, 2013
Job No. 12-013

Legal Description

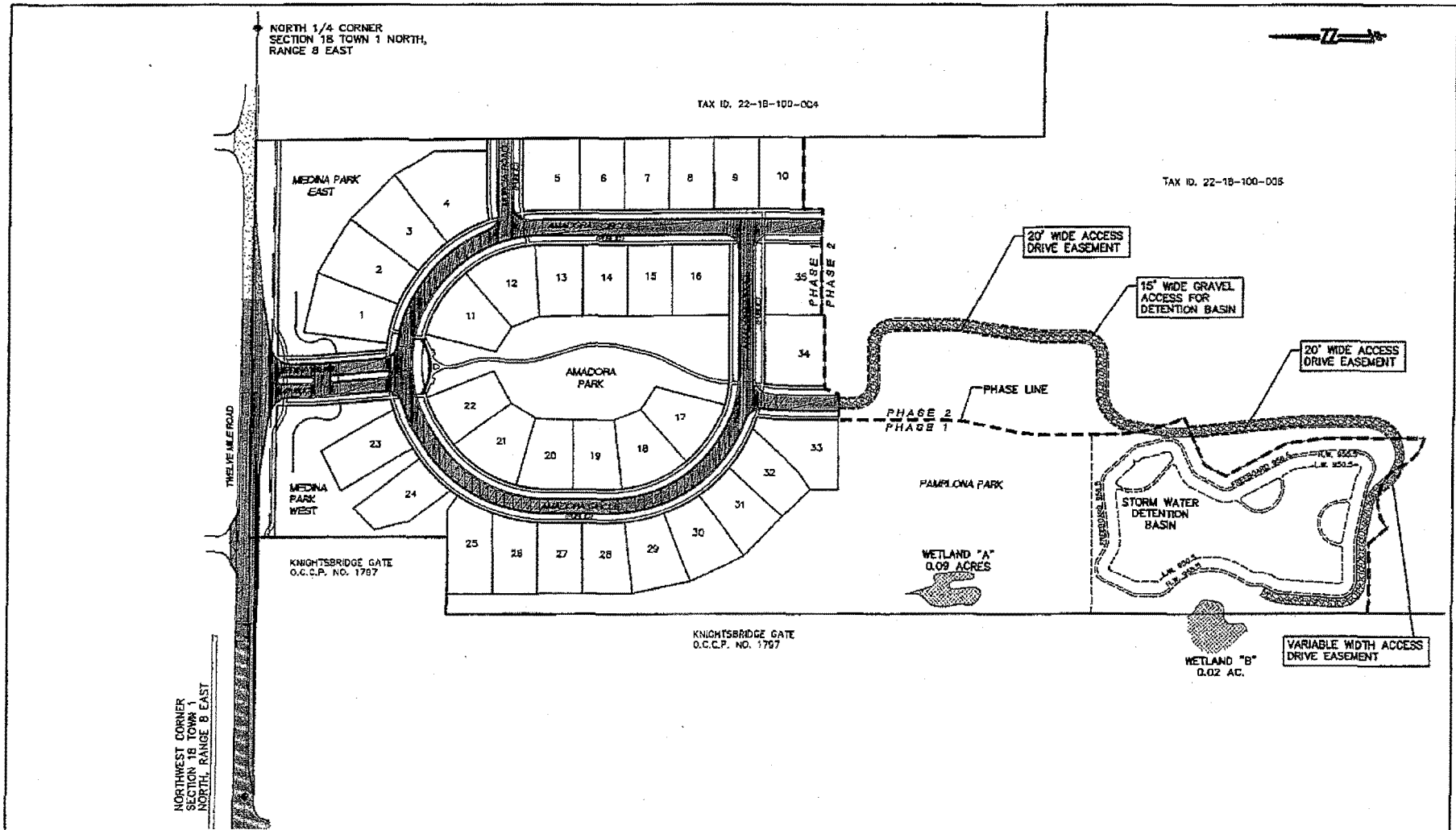
Andelina Ridge
Sidwell No. 22-18-100-006

The East 80 acres of the Northwest Fractional 1/4 excluding the West 132 feet of the North 330 feet, Also excluding the North 1320 feet of the East 495 feet of the East 1/2 of the Northwest 1/4 of Section 18, 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 18 and proceeding North 89°31'51" West, 495.00 feet, along the North line of Section 18, also being the centerline of Twelve Mile Road (33.00 feet 1/2 width), to the Point of Beginning; thence South 00°15'03" East, 1320.00 feet; thence South 89°31'51" East, 495.00 feet; thence along the North and South 1/4 line of said Section 18, South 00°15'03" East, 1340.38 feet, to the Center of said Section 18; thence along the East and West 1/4 line of said Section 18, North 89°36'24" West, 1309.54 feet; thence the following three (3) courses along "Knightsbridge Gate", Oakland County condominium subdivision plan no. 1797, 1) North 00°15'03" West, 2332.12 feet, 2) South 89°31'51" East, 132.00 feet, and 3) North 00°15'03" West, 330.00 feet; thence along said North line of Section 18 and and the centerline of Twelve Mile Road, South 89°31'51" East, 682.57 feet, to the Point of Beginning. containing 64.00 Acres more or less, being subject to easements and restrictions of record and rights of the public or any governmental agency over Twelve Mile Road.

Exhibit B

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>Annual Estimated Cost for Maintenance & Repairs</u>		
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$400	\$420	\$440
Detention Basin	Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks. Check for soil caking around standpipes.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks. Remove caking from around standpipe.	\$1,000	\$1,050	\$1,100
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion. Re-vegetate as necessary.	\$600	\$630	\$660
Oil & Gas Separators	After each storm that meets or exceeds a 10-year storm event, inspect & clean out as necessary.	Remove sediment and debris clogging sediment tank.	\$400	\$425	\$450
Total:			\$2,400	\$2,525	\$2,650

Exhibit C



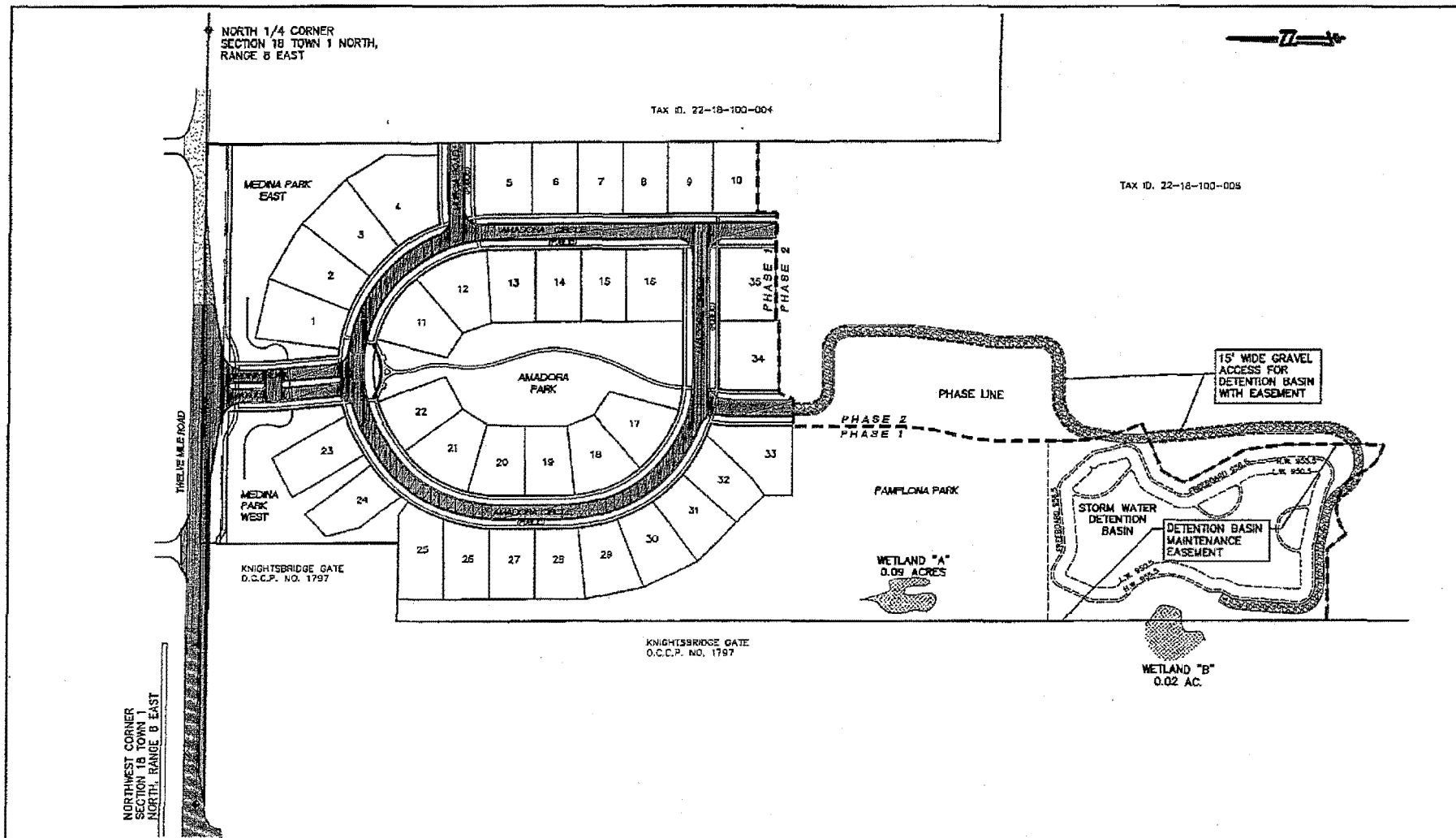
NO.	DATE	REVISIONS

**SEIBER, KEAST
ENGINEERING, L.L.C.**
CONSULTING ENGINEERS
7120 ORCHARD HAVEN ROAD - SUITE 200 - WEST BLOOMFIELD, MI 48322
PHONE: 248.547.1700 FAX: 248.547.1707

ANDELINA RIDGE OF NOVI
SEC. 18, T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

EXHIBIT "C"
SCALE: 1" = 100'
JOB NO.: 12-013
DATE: 06-09-2013
CHECKED BY: J.B.

Exhibit D



<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>BY</th> <th>CHKD.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	REVISIONS	BY	CHKD.																										<p>SEIBER, KEAST ENGINEERING, L.L.C. CONSULTING ENGINEERS 7425 DREWING LANE SUITE 200 WEST BLOOMFIELD MI 48302 PHONE 248.852.7277 FAX 248.852.7288</p>	<p>ANDELINA RIDGE OF NOVI SEC. 18, T.1N., R.6E., CITY OF NOVI OAKLAND COUNTY, MICHIGAN</p>	<p style="text-align: right;">EXHIBIT "D"</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>SCALE: 1" = 100'</td> <td rowspan="4" style="text-align: center; vertical-align: middle; font-size: 2em;">1</td> </tr> <tr> <td>JOB NO.: 12-013</td> </tr> <tr> <td>DATE: 06-08-2013</td> </tr> <tr> <td>CHECKED BY: J.B.</td> </tr> </table>	SCALE: 1" = 100'	1	JOB NO.: 12-013	DATE: 06-08-2013	CHECKED BY: J.B.
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