



**CITY OF NOVI CITY COUNCIL
SEPTEMBER 13, 2021**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi PFMG Properties LLC for Planet Fitness located south of I-96 and west of Novi Road (parcel 50-22-15-478-002).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Planet Fitness, Novi PFMG Properties LLC, 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, October 19, 2020) and the City Engineering consultant (Spalding DeDecker, October 14, 2020), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi PFMG Properties LLC for Planet Fitness located south of I-96 and west of Novi Road (parcel 50-22-15-478-002).

Planet Fitness SDFMEA

Location Map



Planet Fitness
50-22-15-478-002

Adell Center Dr

Map Author: Kate Purpura
Date: 08/30/2021
Project: Planet Fitness
Version: 1.0

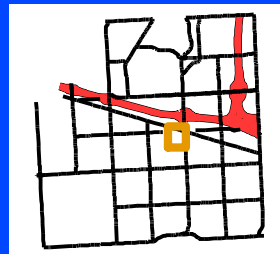
Amended By:
Date:
Department:

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.

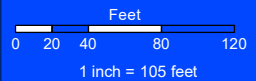
Map Legend

 Subject Parcel



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 19, 2020

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

**Re: Planet Fitness JSP 18-0057
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 Planet Fitness 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 a horizontal line. The signature is stylized and cursive.

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
October 19, 2020
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Madeleine Kopko, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Kate Richardson, Plan Review Engineer (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Victor Boron, Civil Engineer (w/Enclosure)
Rebecca Runkel, Staff Engineer (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Kelly Zelenak, PF Michigan (w/Enclosure)
Ronald M. Stern, Esquire (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2020, by and between Novi PFMG Properties LLC, a Michigan limited liability company, whose address is 133 W. Main Street, Suite 266, Northville, Michigan 48167 (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 the City of Novi, Oakland County, Michigan, more particularly described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a Planet Fitness health club development on the Property.

- B. The Property shall contain certain storm drainage, detention and/or retention facilities, including, but not limited to, an underground chamber 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, if any, 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 described in Recital B herein 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/retention facilities described and depicted herein, 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 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, Owner has executed this Agreement as of the day and year first above set forth.

“OWNER”
NOVI PFMG PROPERTIES LLC

By: Edward A Eickhoff
Name: _____
Title: Edward A. Eickhoff
Chief Operating Officer

STATE OF MICHIGAN)
 Wayne) ss.
COUNTY OF ~~OAKLAND~~)

The foregoing instrument was acknowledged before me this 1st day of October, 2020, by Edward A. Eickhoff, as the C.O.O. of Novi PFMG Properties LLC.

Kelly A. Zelenak
Notary Public
Acting in ~~Oakland~~ Wayne County, Michigan
My Commission Expires: June 15, 2025

KELLY A. ZELENAK
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jun. 15, 2025
Acting in the County of Wayne

"CITY"
CITY OF NOVI,
a Municipal Corporation

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2020, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

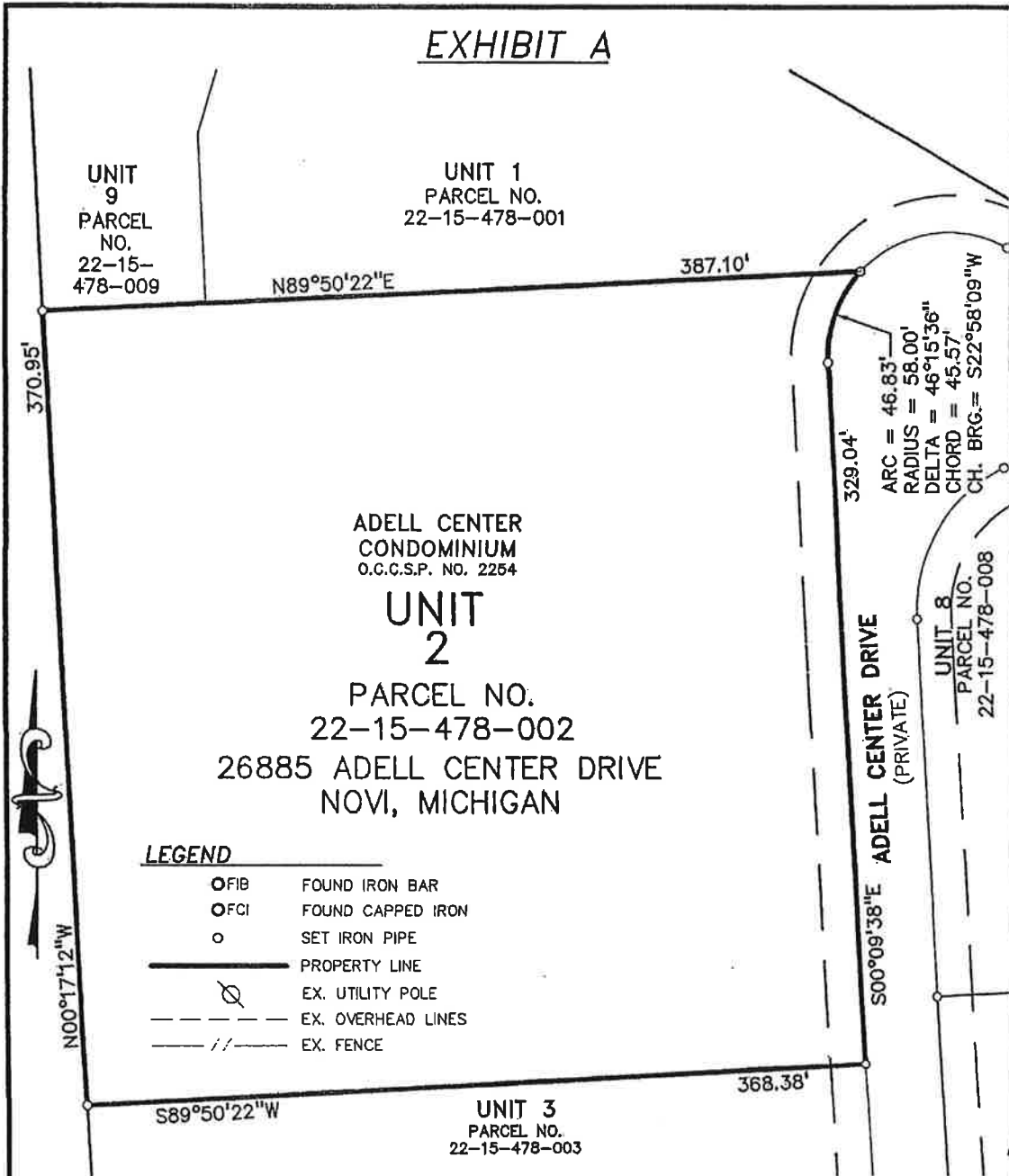
THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire
ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk
CITY OF NOVI
45175 Ten Mile Road
Novi, Michigan 48375

EXHIBIT A



UNIT
9
PARCEL NO.
22-15-
478-009

UNIT 1
PARCEL NO.
22-15-478-001

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

UNIT
2
PARCEL NO.
22-15-478-002
26885 ADELL CENTER DRIVE
NOVI, MICHIGAN

ARC = 46.83'
RADIUS = 58.00'
DELTA = 46°15'36"
CHORD = 45.57'
CH. BRG. = S22°58'09"W

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

LEGEND

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

LEGAL DESCRIPTION PARCEL 22-15-478-002:

UNIT NO. 2, 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, PAGE 53, OAKLAND COUNTY RECORDS.

TOGETHER WITH THOSE BENEFICIAL EASEMENTS CREATED IN THE MASTER DEED OF ADELL CENTER RECORDED IN LIBER 52318, PAGE 378, AS AMENDED BY THIRD AMENDMENT TO MASTER DEED RECORDED IN LIBER 52692, PAGE 721 OAKLAND COUNTY RECORDS.



GREENTECH
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

51147 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:

PLANET FITNESS

STORM MAINTENANCE & ACCESS EASEMENT

PARCEL NO. 22-15-478-002
SECTION: 15 TOWNSHIP: 1 N. RANGE: 8 E.
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

DATE: 7-31-2019

DRAWN BY: RMS

CHECKED BY: DJL

0 30 60

FBK: ---

CHP: ---

SCALE HOR 1"=60 FT.
VER 1"=-- FT.

1 OF 4
17-334

EXHIBIT B

EXHIBIT B

MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE STORM DRAINAGE MAINTENANCE EASEMENT

MAINTENANCE PLAN BUDGET

TASKS	ANNUAL FREQUENCY	COST PER OCCURENCE	ANNUAL COST
ANNUAL INSPECTION FOR SEDIMENT ACCUMULATION	2	\$200.00	\$400.00
REMOVAL OF SEDIMENT ACCUMULATION IN PRE-TREATMENT STRUCTURE	1	\$1,000.00	\$1,000.00
INSPECT FOR FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$200.00
REMOVAL OF FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$150.00	\$450.00
INSPECT SYSTEM FOR EROSION ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$200.00
TOTAL ANNUAL BUDGET			\$2,250.00

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



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0 30 60

FBK: --

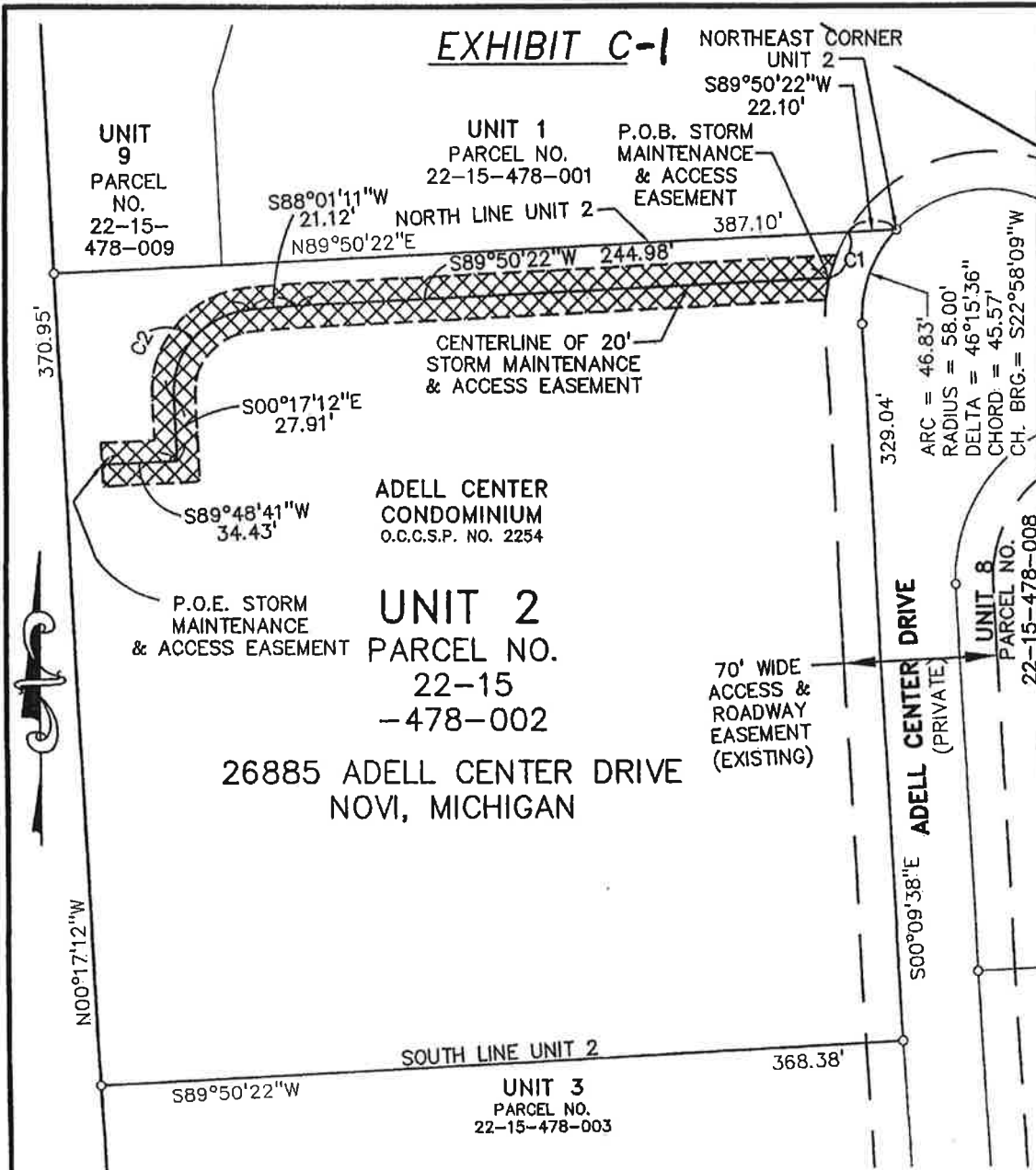
CHF: --

SCALE HOR 1"=60 FT.
VER 1"=--- FT.

2 OF 4

17-334

EXHIBIT C-1



LEGEND

20' WIDE STORM MAINTENANCE & ACCESS EASEMENT

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	22.37'	75.00'	17°05'17"	S25°15'44"W 22.29'
C2	61.23'	39.03'	89°52'33"	S43°04'54"W 55.14'

NOTES:

- EASEMENT BEARINGS ARE BASED ON THE NORTH LINE OF UNIT 2, BEING N89°50'22"E.
- NOT ALL EXISTING EASEMENTS FROM THE ADELL CENTER CONDOMINIUM EXHIBIT 'B' DRAWINGS ARE SHOWN.

GREENTECH ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

51147 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:	PLANET FITNESS	DATE: 7-31-2019
	STORM MAINTENANCE & ACCESS EASEMENT	DRAWN BY: RMS
	PARCEL NO. 22-15-478-002	CHECKED BY: DJL
	SECTION: 15 TOWNSHIP: 1 N. RANGE: 8 E.	0 30 60
	CITY OF NOVI	FBK: --
	OAKLAND COUNTY	CHF: --
	MICHIGAN	3 OF 4
		SCALE HOR 1"=60 FT. VER 1"=-- FT.

EXHIBIT C-2

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

PART OF UNIT NO. 2, ADELL CENTER CONDOMINIUM, DESCRIBED AS:

BEGINNING AT A POINT, BEING DISTANT S89°50'22"W 22.10 FEET ALONG THE NORTH LINE OF SAID UNIT 2, AND 22.47 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET, A DELTA ANGLE OF 17°05'17" AND A CHORD BEARING S25°15'44"W 22.29 FEET FROM THE NORTHEAST CORNER OF SAID UNIT 2; THENCE S89°50'22"W 244.98 FEET; THENCE S88°01'11"W 21.12 FEET; THENCE 61.23 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 39.03 FEET, A DELTA ANGLE OF 89°52'33" AND A CHORD BEARING S43°04'54"W 55.14 FEET; THENCE S00°17'12"E 27.91 FEET; THENCE S89°48'41"W 34.43 FEET TO THE POINT OF ENDING.



CIVIL ENGINEERS & LAND SURVEYORS

51147 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:	PLANET FITNESS	DATE: 7-31-2019
		DRAWN BY: RMS
		CHECKED BY: DJL
		0 30 60
		FBK: ---
		CHF: ---
		SCALE HOR 1"=60 FT. VER 1"=--- FT.
		4 OF 4 17-334

STORM MAINTANENCE & ACCESS EASEMENT

PARCEL NO. 22-15-478-002
SECTION: 15 TOWNSHIP: 1 N. RANGE: 8 E.
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

October 14, 2020

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

Re: Planet Fitness - Acceptance Documents Review
Novi # JSP#18-0057
SDA Job No. NV19-222
INITIAL DOCUMENTS APPROVED AS NOTED
FINAL DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on August 20, 2019 against the Final Site Plan (Stamping Set) approved on August 30, 2019. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement – (executed 10/02/20: exhibit dated 01/03/20) – Exhibits Approved as Noted: Include the legal descriptions in the easement package to accompany the visual exhibit.
2. On-Site Sanitary Sewer Easement – (executed 10/02/20: exhibit dated 7/16/19) – Legal Description Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement – (executed 10/02/20) – Exhibits A, B, C, & D Approved.

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.

4. Bills of Sale: Sanitary Sewer System and Water Supply System – SUPPLIED – 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 April 30, 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



Mike Freckelton, EIT
Engineer

Cc (via Email): Courtney Hanson, City of Novi
 Madeleine Kopko, City of Novi
 Sarah Marchioni, City of Novi
 Ted Meadows, Spalding DeDecker
 Taylor Reynolds, Spalding DeDecker
 Kate Richardson, City of Novi
 Beth Saarela, Johnson, Rosati, Schultz, Joppich
 Angie Sosnowski, City of Novi