



CITY of NOVI CITY COUNCIL

Agenda Item G
March 25, 2013

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Elliott Investment Corporation for the Karim Boulevard Office Building Parking Lot Expansion project located at 24300 Karim Boulevard (parcel 22-24-476-026).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The Elliott Investment Corporation requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the Karim Boulevard Office Building Parking Lot Expansion project located on the east-side of Karim Boulevard, south of Grand River Avenue and west of Haggerty Road, as shown on the attached map.

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.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's February 28, 2013 letter, attached) and is recommended for approval.

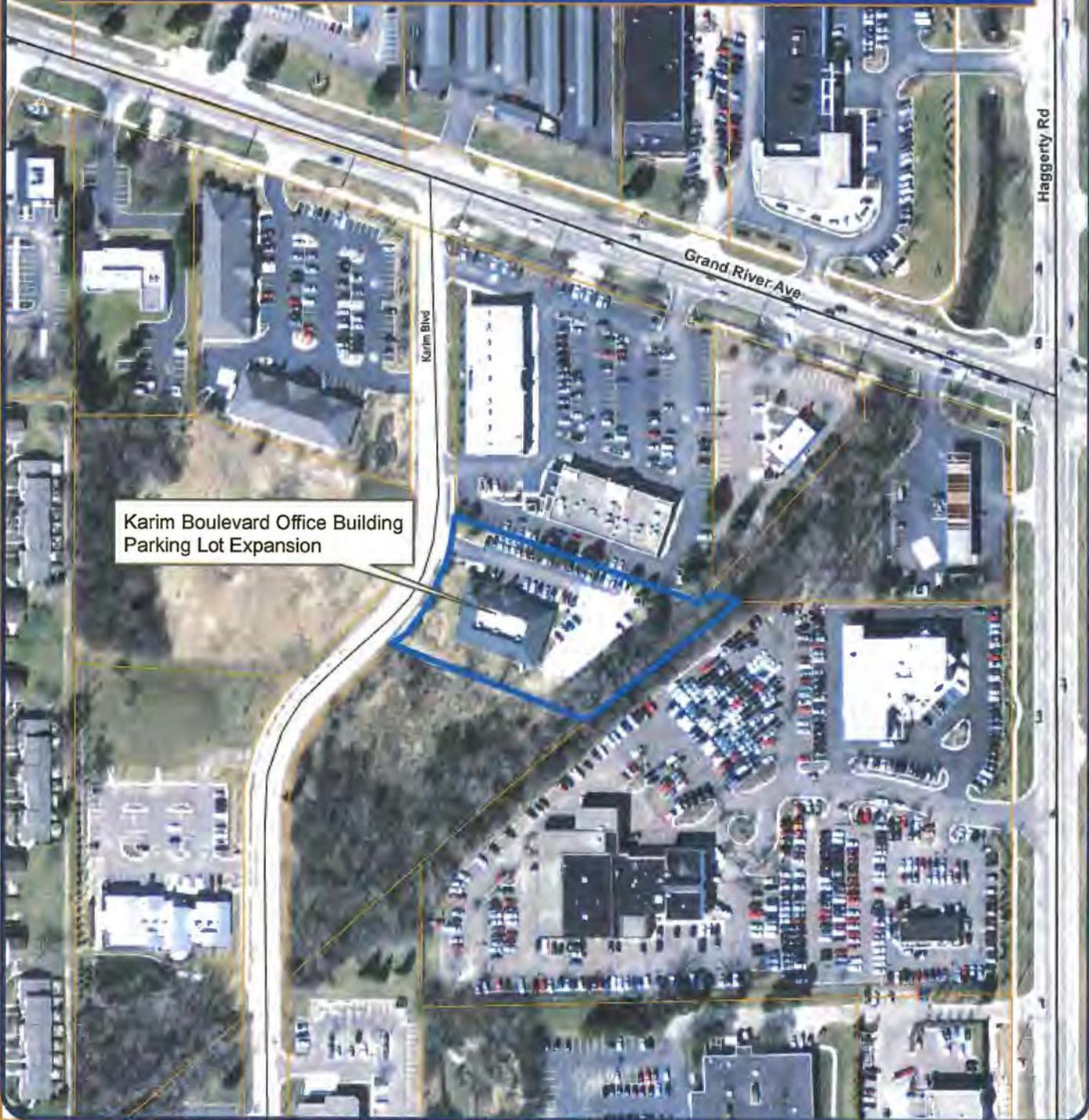
RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Elliott Investment Corporation for the Karim Boulevard Office Building Parking Lot Expansion project located at 24300 Karim Boulevard (parcel 22-24-476-026).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

KARIM BOULEVARD OFFICE BUILDING PARKING LOT EXPANSION

Location Map



Karim Boulevard Office Building
Parking Lot Expansion

Map Author: Aaron J. Staup
Date: March 11, 2013
Project: Karim Boulevard SDFMEA
Version #: 1

Storm Drainage Facility Maintenance
Statement Agreement (SDFMEA)

MAP INTERPRETATION NOTICE

This information depicted is that intended to replace its utilization for any other or primary users. This map was prepared in accordance with the National Map Accuracy Standards and the map's horizontal accuracy is suitable to the needs of the City of Novi. Secondary measurements and area calculations are approximate. All users of this information are advised that this information is not to be used as a substitute for a professional survey or other engineering or planning information. Please contact the City of Novi for more information and contact information related to this map.



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



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 28, 2013

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

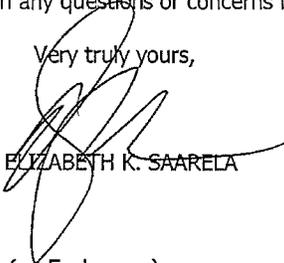
Re: **Karim Boulevard Parking Lot Expansion – SP11-0011**
Storm Drainage Facility Maintenance Easement Agreement

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 Karim Boulevard commercial development. The Agreement is in the City's standard format and has been executed by Elliott Investment Corporation, the current property owner. The exhibits have been reviewed and approved by the City's consulting engineer. The Storm Drainage Facility Maintenance Easement 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)

February 28, 2013
Page 2

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
David Beschke, Landscape Architect (w/Enclosures)
Crystal Sapp and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Mary Jane Elliott, Elliott Investment Corporation (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2013, by and between Elliott Investment Corporation, a Michigan corporation, whose address is 24300 Karim Blvd, Novi, Michigan 48375, (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 24 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner is the owner of commercial property and has received final site plan approval for construction of a parking lot expansion on the Property.
- B. The Property shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, an underground 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 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.

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

{Signatures Begin on the Following Page}

OWNER
ELLIOTT INVESTMENT CORPORATION, a
Michigan corporation

Mary Jane Elliott
By: Mary Jane Elliott Its: Treasurer

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of Feb, 2013
by Mary Jane M. Elliott, as the Treasurer of Elliott Investment Corporation

Glenda French
Notary Public / Wayne County
Acting in Oakland County, Michigan
My Commission Expires: 02-10-2015
Glenda French

CITY OF NOVI
A Municipal Corporation

By: Robert J. Gatt
Its: Mayor

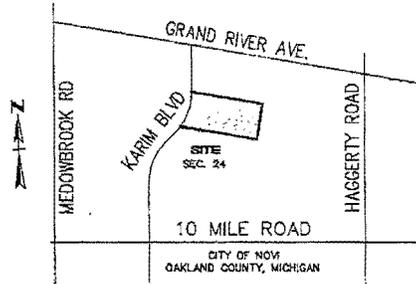
STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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: _____

Drafted by: Elizabeth M. Kudla Johnson, Rosati, Schultz & Joppich, P.C. 34405 West Twelve Mile Road, Suite 200 Farmington Hills, MI 48331-5627	And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375
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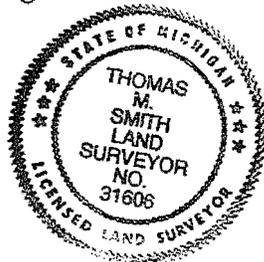
EXHIBIT A
THE PROPERTY



LOCATION MAP
NOT TO SCALE

PARCEL NO. 50-22-24-476-024

A PART OF THE SOUTHEAST 1/4 OF SECTION 24, T-1-N, R-8-E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE S 88°26'40" W 1327.32 FEET; THENCE N 00°04'00" E 1376.94 FEET; THENCE S 89°56'20" E 160.00 FEET; THENCE S 71°13'39" E 373.35 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF KARIM BLVD (60' WIDE RIGHT-OF-WAY); THENCE S 71°13'39" E 405.70 FEET; THENCE S 51°53'00" W 153.23 FEET; THENCE S 51°56'03" W 109.00 FEET; THENCE N 68°21'35" W 279.22 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID KARIM BLVD.; THENCE THE FOLLOWING TWO COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1) N 45°03'40" E 7.80 FEET AND 2) ALONG A CURVE TO THE RIGHT 204.27 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET A CENTRAL ANGLE OF 45°00'55" AND A LONG CHORD BEARING OF N 22°31'45" E 199.06 FEET TO THE POINT OF BEGINNING. CONTAINING 1.616 ACRES. SUBJECT TO ANY EASEMENTS OR RESRICTIONS OF RECORD, IF ANY.

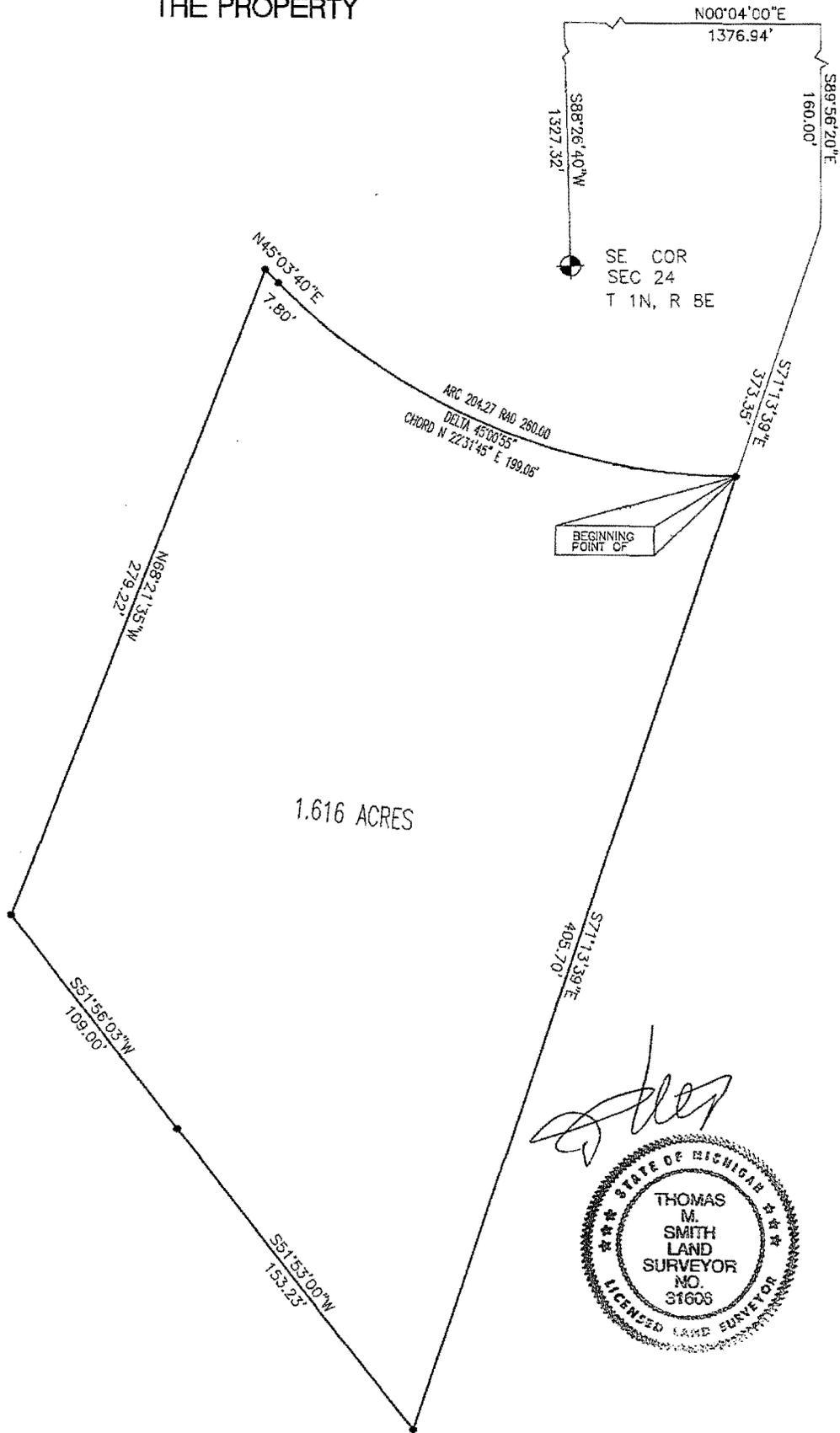


FAIRWAY ENGINEERING LLC
23965 NOVI ROAD, SUITE 140
NOVI, MI 48375
(248) 214-5913
FAX (248) 380-0201

EXHIBIT A
MARY JANE ELLIOT
24300 KARIM BLVD.
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

DRAWN : MDM	DATE 1/4/13
DESIGN : MDM	SCALE 1" = 50'
SECTION : 24	SHEET 1 OF 2
T-1-N, R-8-E	NO. FE 9990

EXHIBIT A
THE PROPERTY



Thomas M. Smith

STATE OF MICHIGAN
THOMAS M. SMITH
LAND SURVEYOR
NO. 31606
LICENSED LAND SURVEYOR

FAIRWAY ENGINEERING LLC
23965 NOV ROAD, SUITE 140
NOVI, MI 48375
(248) 214-5913
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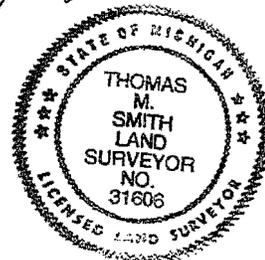
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24300 KARIM BLVD.
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

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DESIGN : MDM	SCALE 1" = 50'
SECTION : 24	SHEET 2 OF 2
T-1-N, R-8-E	NO. FE 9990

STORMWATER MAINTENANCE ACTIVITIES AND BUDGETS - EXHIBIT "B"														
PERMANENT MAINTENANCE TASKS AND SCHEDULE COMPONENTS														
NO.	TASKS	STORM SEWER SYSTEM	ESTIMATED	CATCH BASIN	ESTIMATED	CATCH BASIN	ESTIMATED	CHANNELS AND	ESTIMATED	UNDERGROUND BASH	ESTIMATED	OUTFLOW	ESTIMATED	SCHEDULE
			COST	SUMPS	COST	INLET	COST	SWALES	COST	& PRETREATMENT	COST	CONTROL	COST	(2 YR.)
			(2 YR.)		(2 YR.)	CASTINGS	(2 YR.)		(2 YR.)	STRUCTURES	(2 YR.)	STRUCTURE	(2 YR.)	
1	INSPECTION FOR SEDIMENT ACCUMULATION													
	RETENTION BASIN									X	\$200.00			ANNUALLY
	SEDIMENT STRUCTURES									X	\$300.00			QUARTERLY
	OTHER	X	\$100.00	X	\$100.00			X	\$100.00			X	\$100.00	ANNUALLY
2	REMOVAL OF SEDIMENT ACCUMULATION													
	RETENTION BASIN									X	\$500.00			MAINTAIN AT 50% FULL
	SEDIMENT STRUCTURES									X	\$250.00			QUARTERLY, AS NEEDED
	OTHER	X	\$100.00	X	\$100.00			X	\$100.00			X	\$100.00	MAINTEN AS REQUIRED
3	INSPECT FOR FLOATABLES AND DEBRIS			X	\$100.00	X	\$100.00	X	\$100.00	X	\$100.00	X	\$100.00	ANNUALLY
4	CLEANING OF FLOATABLES AND DEBRIS			X	\$100.00	X	\$100.00	X	\$100.00	X	\$250.00	X	\$100.00	ANNUALLY
5	INSPECTION FOR EROSION							X	\$100.00	X	\$100.00			ANNUALLY
6	RE-ESTABLISH PERMANENT VEGETATION ON ERODED SLOPES							X	\$500.00	X	\$100.00		\$100.00	AS NEEDED
7	REPLACEMENT OF STONE							X	\$100.00			X	\$200.00	AS NEEDED
8	INSPECT/CLEANING OF ORIFICES											X	\$200.00	QUARTERLY
9	WET WEATHER INSPECTION OF STRUCTURAL ELEMENTS (INCLUDING INSPECTION FOR SEDIMENT ACCUMULATION IN DETENTION BASINS) WITH AS-BUILT PLANS IN HAND. THESE SHOULD BE CARRIED OUT BY A PROFESSIONAL ENGINEER	X	\$200.00					X	\$200.00	X	\$200.00	X	\$200.00	ANNUALLY
10	MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY WET WEATHER INSPECTION	X	\$200.00					X	\$200.00			X	\$200.00	AS NEEDED
11	KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES AND SHALL BE MADE AVAILABLE FOR CITY INSPECTION												\$95.00	PER INSPECTION
12	KEEP RECORDS OF ALL COSTS FOR INSPECTIONS, MAINTENANCE, AND REPAIRS AND SHALL BE MADE AVAILABLE FOR CITY REVIEW													PER ACTIVITY
	TOTAL		\$1000.00		\$400.00		\$200.00		\$1,600.00		\$2,000.00		\$1,395.00	\$5,095.00

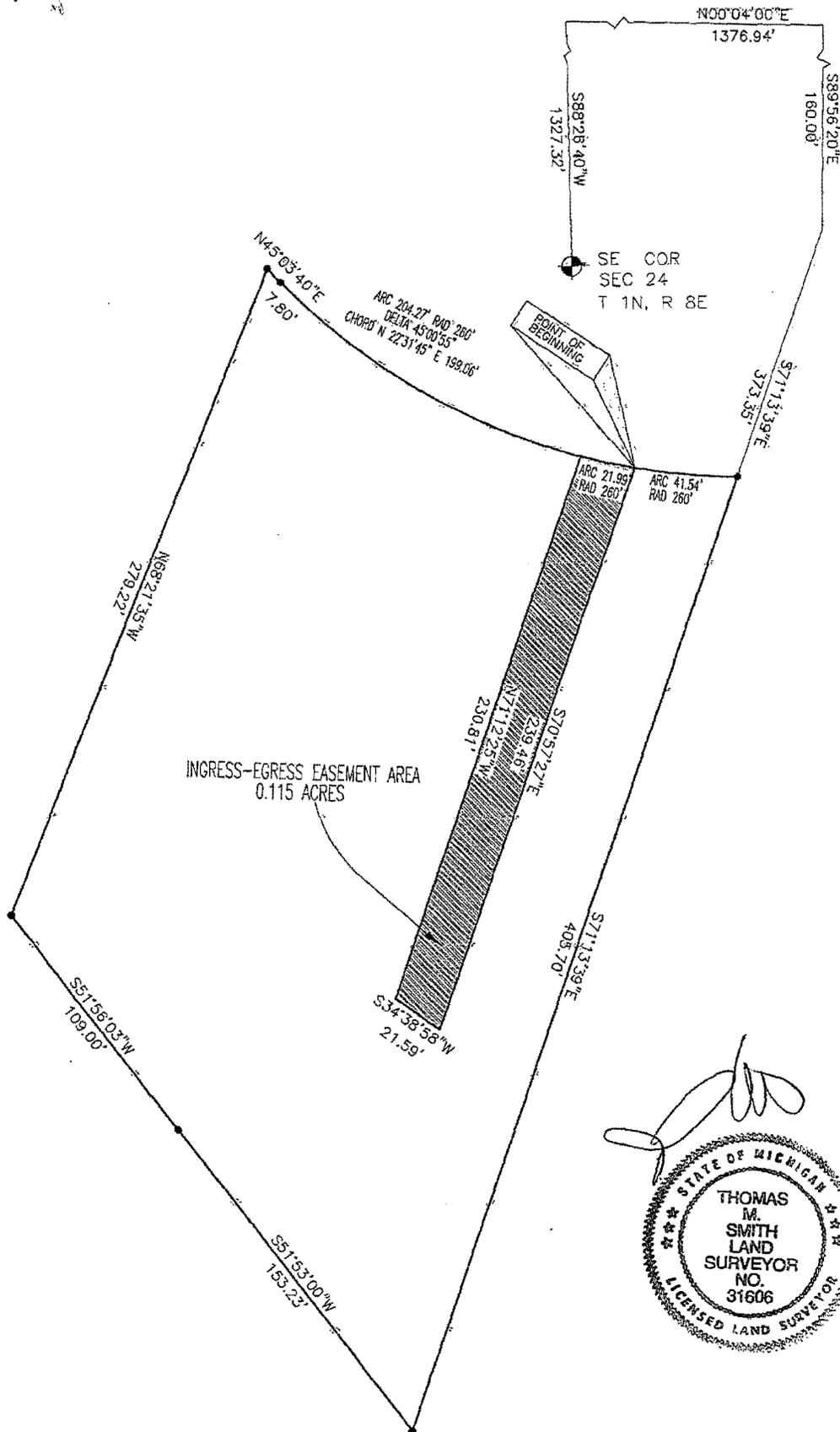
EXHIBIT C
INGRESS-EGRESS EASEMENT AREA

A PART OF THE SOUTHEAST 1/4 OF SECTION 24, T-1-N, R-8-E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE S 88°26'40" W 1327.32 FEET; THENCE N 00°04'00" E 1376.94 FEET; THENCE S 89°56'20" E 160.00 FEET; THENCE S 71°13'39" E 373.35 FEET; THENCE ALONG A CURVE TO THE RIGHT 41.54 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET A CENTRAL ANGLE OF 9°9'17" AND A LONG CHORD BEARING OF S 4°35'56" W 41.50 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF KARIM BLVD (60' WIDE RIGHT-OF-WAY); THENCE S 70°57'27" E 239.46 FEET; THENCE S 34°38'58" W 21.59 FEET; THENCE N 71°12'25" W 230.81 FEET; THENCE ALONG A CURVE TO THE RIGHT 21.99 FEET, SAID CURVE HAVING A RADIUS OF 260.00 FEET A CENTRAL ANGLE OF 4°50'46" AND A LONG CHORD BEARING OF N 11°35'57" E 21.98 FEET TO THE POINT OF BEGINNING. CONTAINING 0.115 ACRES. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

FAIRWAY ENGINEERING LLC 23965 NOVI ROAD, SUITE 140 NOVI, MI 48375 (248) 214-5913 FAX (248) 380-0201	INGRESS/EGRESS EASEMENT AREA MARY JANE ELLIOT 24300 KARIM BLVD. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	DRAWN : MDM DESIGN : MDM SECTION : 24 T-1-N, R-8-E	DATE 1/4/13 SCALE 1" = 50' SHEET 1 OF 2 NO. FE 9990
			3

EXHIBIT C
INGRESS-EGRESS EASEMENT AREA



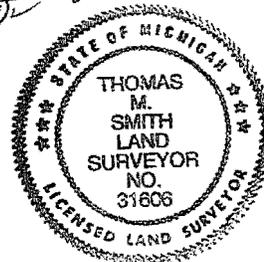
FAIRWAY ENGINEERING LLC
23965 NOV ROAD, SUITE 140
NOV, MI 48375
(248) 214-5913
FAX (248) 350-0201

INGRESS/EGRESS EASEMENT AREA
MARY JANE ELLIOT
24300 KARIM BLVD.
CITY OF NOV, OAKLAND COUNTY, MICHIGAN

DRAWN : MDW	DATE 1/4/13
DESIGN : MDW	SCALE 1" = 50'
SECTION : 24	SHEET 2 OF 2
T-1-N R-8-E	NO. FE 9990

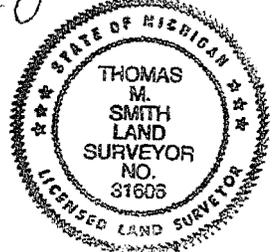
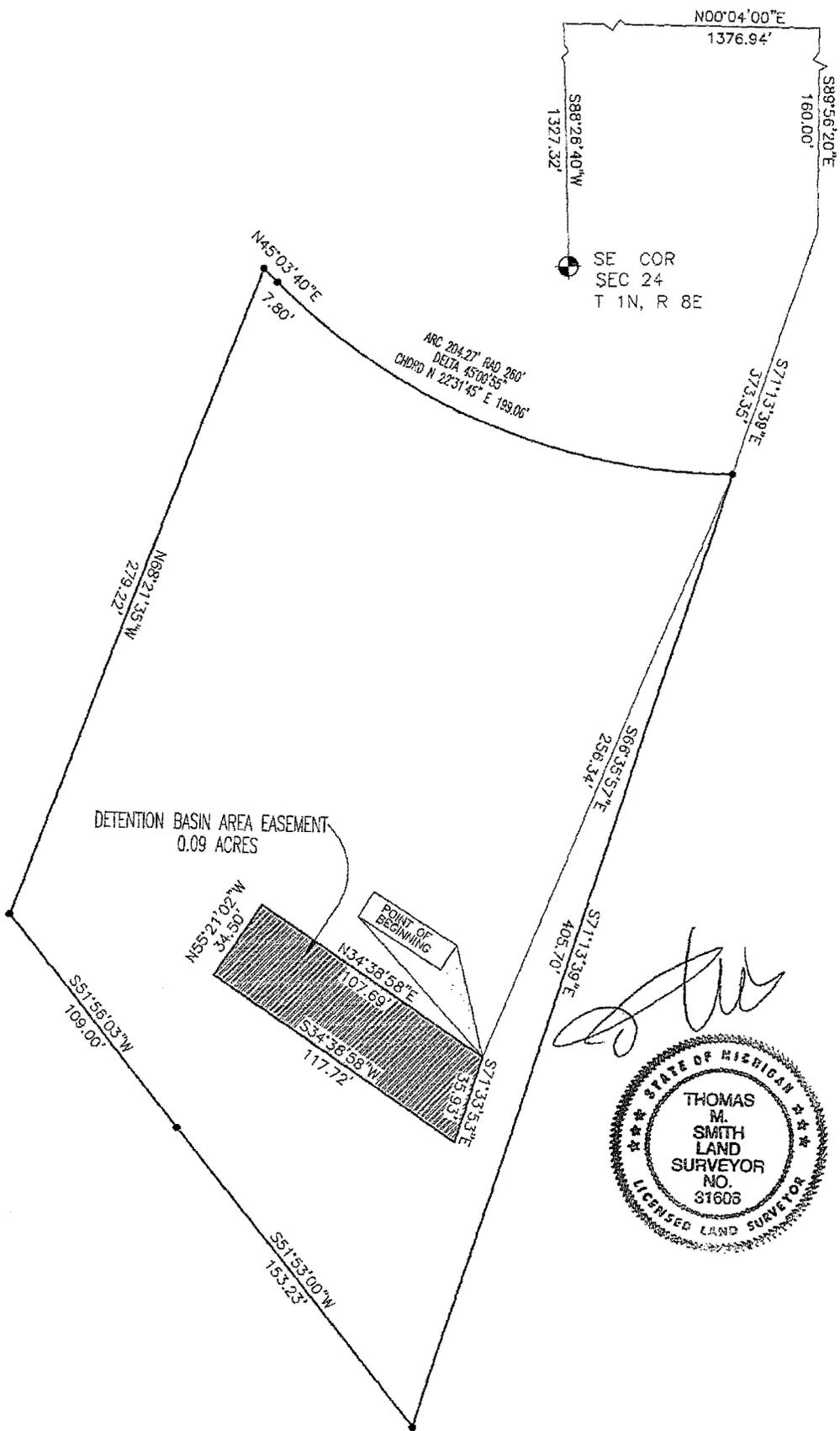
EXHIBIT D
DETENTION BASIN AREA EASEMENT

A PART OF THE SOUTHEAST 1/4 OF SECTION 24, T-1-N, R-8-E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE S 88°26'40" W 1327.32 FEET; THENCE N 00°04'00" E 1376.94 FEET; THENCE S 89°56'20" E 160.00 FEET; THENCE S 71°13'39" E 373.35 FEET; THENCE S 66°35'57" E 256.34 FEET TO THE POINT OF BEGINNING; THENCE S 71°33'53" E 35.93 FEET; THENCE S 34°38'58" W 117.72 FEET; THENCE N 55°21'02" W 34.50 FEET; THENCE N 34°38'58" E 107.69 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES. SUBJECT TO ANY EASEMENTS OR RESRICTIONS OF RECORD, IF ANY.

FAIRWAY ENGINEERING LLC 23965 NOVI ROAD, SUITE 140 NOVI, MI 48375 (248) 214-5913 FAX (248) 380-0201	DETENTION BASIN EASEMENT AREA MARY JANE ELLIOT 24300 KARIM BLVD. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">DRAWN : MDM</td> <td style="font-size: small;">DATE 1/4/13</td> </tr> <tr> <td style="font-size: small;">DESIGN : MDM</td> <td style="font-size: small;">SCALE 1" = 50'</td> </tr> <tr> <td style="font-size: small;">SECTION : 24</td> <td style="font-size: small;">SHEET 1 OF 2</td> </tr> <tr> <td style="font-size: small;">T-1-N, R-8-E</td> <td style="font-size: small;">NO. FE 9990</td> </tr> </table>	DRAWN : MDM	DATE 1/4/13	DESIGN : MDM	SCALE 1" = 50'	SECTION : 24	SHEET 1 OF 2	T-1-N, R-8-E	NO. FE 9990
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SECTION : 24	SHEET 1 OF 2									
T-1-N, R-8-E	NO. FE 9990									

EXHIBIT D
DETENTION BASIN AREA EASEMENT



Handwritten signature

FAIRWAY ENGINEERING LLC 23965 NOV ROAD, SUITE 140 NOVI, MI 48378 (248) 214-5913 FAX (248) 380-0201	DETENTION BASIN EASEMENT AREA	DRAWN : MDW	DATE 1/4/13	6
	MARY JANE ELLIOT	DESIGN : MDW	SCALE 1" = 50'	
	24300 KARIM BLVD. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	SECTION : 24	SHEET 2 OF 2	
		T-1-N, R-8-E	NO, FE 9990	