



CITY of NOVI CITY COUNCIL

Agenda Item M
February 27, 2017

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from ATI Holdings, LLC for the office building project located on the west side of Meadowbrook Road north of I-96 (parcels 22-14-200-015 and -016).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer for the Accurate Technologies, Inc. (ATI) Headquarters project requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the office building development west of Meadowbrook and north of I-96, 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.

In this particular case, the property owner owns and agrees to maintain a storm water detention basin and is providing an access easement to the facility. The owner is also responsible for maintaining the pipes and manholes leading to and from the on-site storm water detention system.

The enclosed agreement has been favorably reviewed by the City Engineering consultant and the City Attorney, as described in the letter from Beth Saarela dated December 1, 2017, and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from ATI Holdings, LLC for the office building project located on the west side of Meadowbrook Road north of I-96 (parcels 22-14-200-015 and -016).



ATI Headquarters
Location Map

ATI Headquarters

Meadowbrook Rd

Map Author: Theresa Bridges
Date: February 16, 2017
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official primary source. This map was prepared 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 or otherwise in Michigan Public Act 192 of 1970 as amended. Please contact the City GIS Manager for 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





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

February 1, 2017

George D. Melistas, Engineering Senior Manager
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: ATI Landholdings JSP14-0040
Acceptance Documents**

Dear Mr. Melistas:

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 ATI Land Holdings Property. 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,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures-Originals to follow by Interoffice Mail)
Charles Boulard, Community Development Director (w/Enclosures)

George Melistas, Engineering Senior Manager
February 1, 2017
Page 2

Barb McBeth, City Planner (w/Enclosures)
Kirsten Mellem, Planner (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Aaron Staup, Construction Engineer (w/Enclosures)
Theresa Bridges, Civil Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Carl Becker and Juliet Murphy, Becker Law Firm (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 13th day of January, 2017 by and between ATI Land Holdings, LLC, a Michigan limited liability company, whose address is 3640 Northwood Blvd, West Bloomfield, Michigan, 48324 (hereinafter the "owner"), and the City of Novi, its successors, assigns or transferees, whose address is 45175 W. Ten Mile Road, Novi, Michigan, 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 14 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received the final site plan approval for construction of an office/technology development on the Property.
- B. The office/technology 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 a 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 the 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 full force and effect.

This instrument shall run with the land and be binding upon all owners, their respective agents, representatives, successors and assigns.

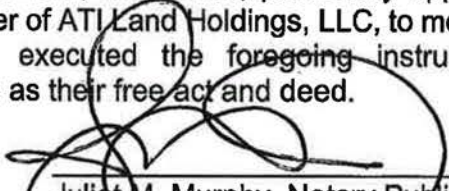
13th IN WITNESS WHEREOF, the undersigned Grantor has affixed their signature this day of January, 2017.

GRANTOR:
ATI LAND HOLDINGS, LLC, a
Michigan limited liability company

By: _____
Its: Manager
Robert Kasprzyk

STATE OF MICHIGAN }
 }
 }SS
COUNTY OF OAKLAND }

On this 13th day of January, 2017, before me, personally appeared the above named Robert Kasprzyk, the Manager of ATILand Holdings, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



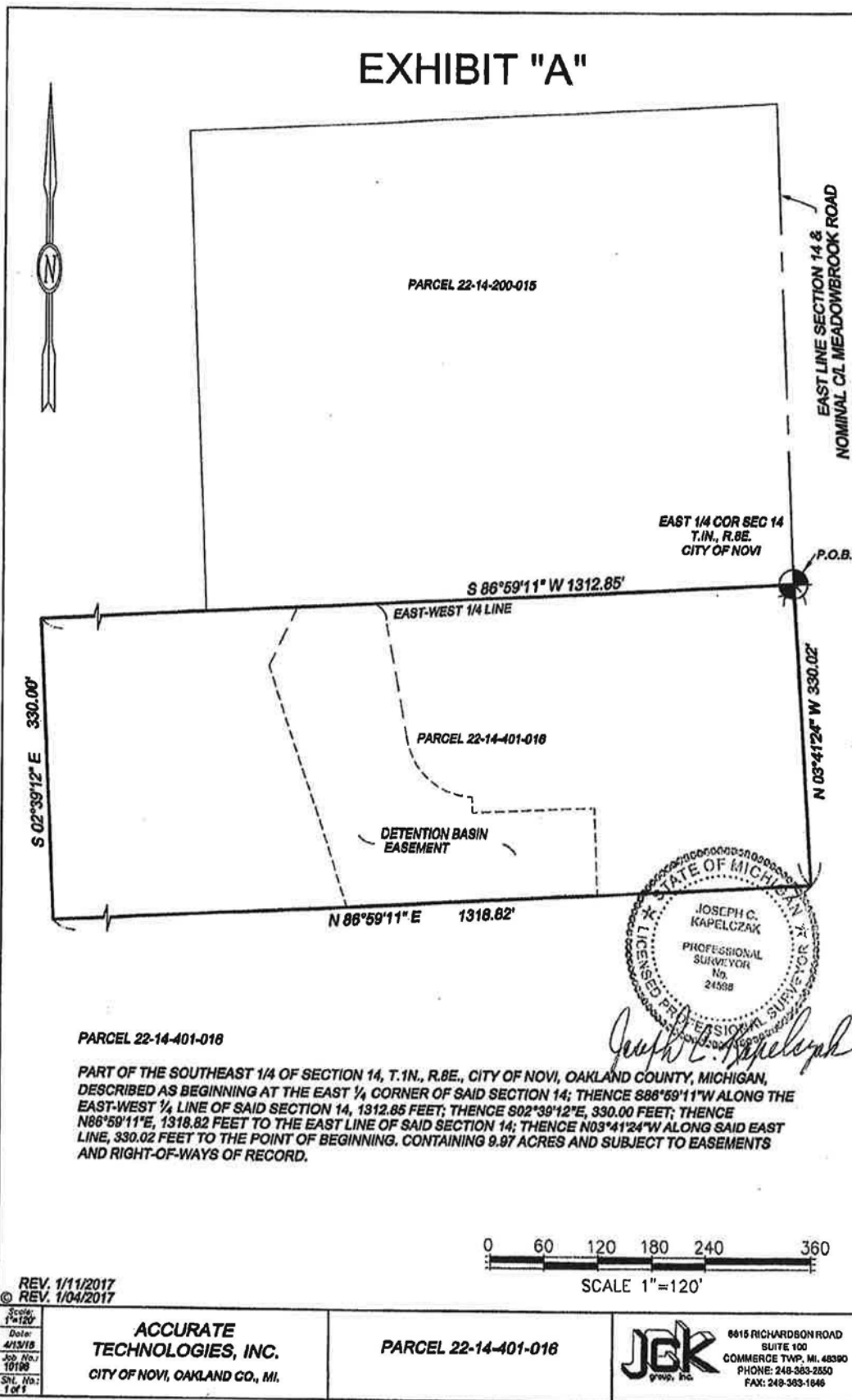
Juliet M. Murphy, Notary Public
Oakland County, Michigan
My Commission expires: 10/15/20
Notarized in the County of: Oakland

JULIET M MURPHY
Notary Public - Michigan
Oakland County
My Commission Expires Oct 15, 2020
Acting in the County of Oakland

THIS INSTRUMENT DRAFTED BY:
Carl G. Becker, Esq.
Becker Law Firm, PLC
PO Box 536
Oxford, Michigan 48371

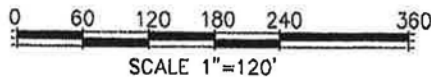
WHEN RECORDED RETURN TO:
Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375

EXHIBIT "A"



PARCEL 22-14-401-016

PART OF THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S86°59'11"W ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 14, 1312.85 FEET; THENCE S02°39'12"E, 330.00 FEET; THENCE N86°59'11"E, 1318.82 FEET TO THE EAST LINE OF SAID SECTION 14; THENCE N03°41'24"W ALONG SAID EAST LINE, 330.02 FEET TO THE POINT OF BEGINNING. CONTAINING 9.97 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



REV. 1/11/2017
 REV. 1/04/2017

Scale:
 1"=120'
 Date:
 4/13/18
 Job No.:
 10189
 Sht. No.:
 1 of 1

**ACCURATE
 TECHNOLOGIES, INC.**
 CITY OF NOVI, OAKLAND CO., MI.

PARCEL 22-14-401-016



6615 RICHARDSON ROAD
 SUITE 100
 COMMERCE TWP, MI. 48390
 PHONE: 248-363-2550
 FAX: 248-363-1846

EXHIBIT "B"

PERMANENT MAINTENANCE TASKS AND SCHEDULE

TASKS	STORM SEWER SYSTEM	CATCH BASIN SUMPS	CATCH BASIN INLET CASTINGS	CHANNELS AND SWALES	OUTFLOW CONTROL STRUCTURES	DETENTION BASIN	SCHEDULE
INSPECT FOR SEDIMENT ACCUMULATION	X	X	X	X	X	X	ANNUALLY
REMOVAL OF SEDIMENT ACCUMULATION	X	X		X	X	X	EVERY 2 YRS AS NEEDED
INSPECT FOR FLOATABLES AND DEBRIS		X	X	X	X	X	ANNUALLY
CLEANING OF FLOTABLES		X	X	X	X	X	ANNUALLY
INSPECTION FOR EROSION				X		X	ANNUALLY
RE-ESTABLISH PERMANENT VEGETATION ON ERODED SLOPES				X		X	AS NEEDED
REPLACEMENT OF STONE							AS NEEDED
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			X	X	X	ANNUALLY
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY WET WEATHER INSPECTION.	X			X	X	X	AS NEEDED
KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES.						X	ANNUALLY
KEEP RECORDS OF ALL COSTS FOR INSPECTIONS, MAINTENANCE, AND REPAIRS						X	ANNUALLY
MAINTENANCE PLAN BUDGET	YEAR 1	YEAR 2	YEAR 3				
ANNUAL INSPECTION FOR SEDIMENT ACCUMULATION	\$300	\$300	\$300				
REMOVAL OF SEDIMENT EVERY 2 YEARS AS NEEDED	\$2,500	\$2,500	\$2,500				
INSPECT FOR FLOTABLES AND DEBRIS ANNUALLY AND AS NEEDED	\$300	\$300	\$300				
REMOVAL OF FLOTABLES AND DEBRIS ANNUALLY AND AS NEEDED	\$1,500	\$1,500	\$1,500				
INSPECT SYSTEM FOR EROSION ANNUALLY AND AS NEEDED	\$300	\$300	\$300				
RE-ESTABLISH PERMANENT VEGETATION ON ERODED SLOPES AS NEEDED	\$1,000	\$1,000	\$1,000				
TOTAL ANNUAL BUDGET	\$5,900	\$5,900	\$5,900				

NOTE:
THE OWNER SHALL MAINTAIN A LOG OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES AND MAKE A LOG AVAILABLE AS NEEDED.

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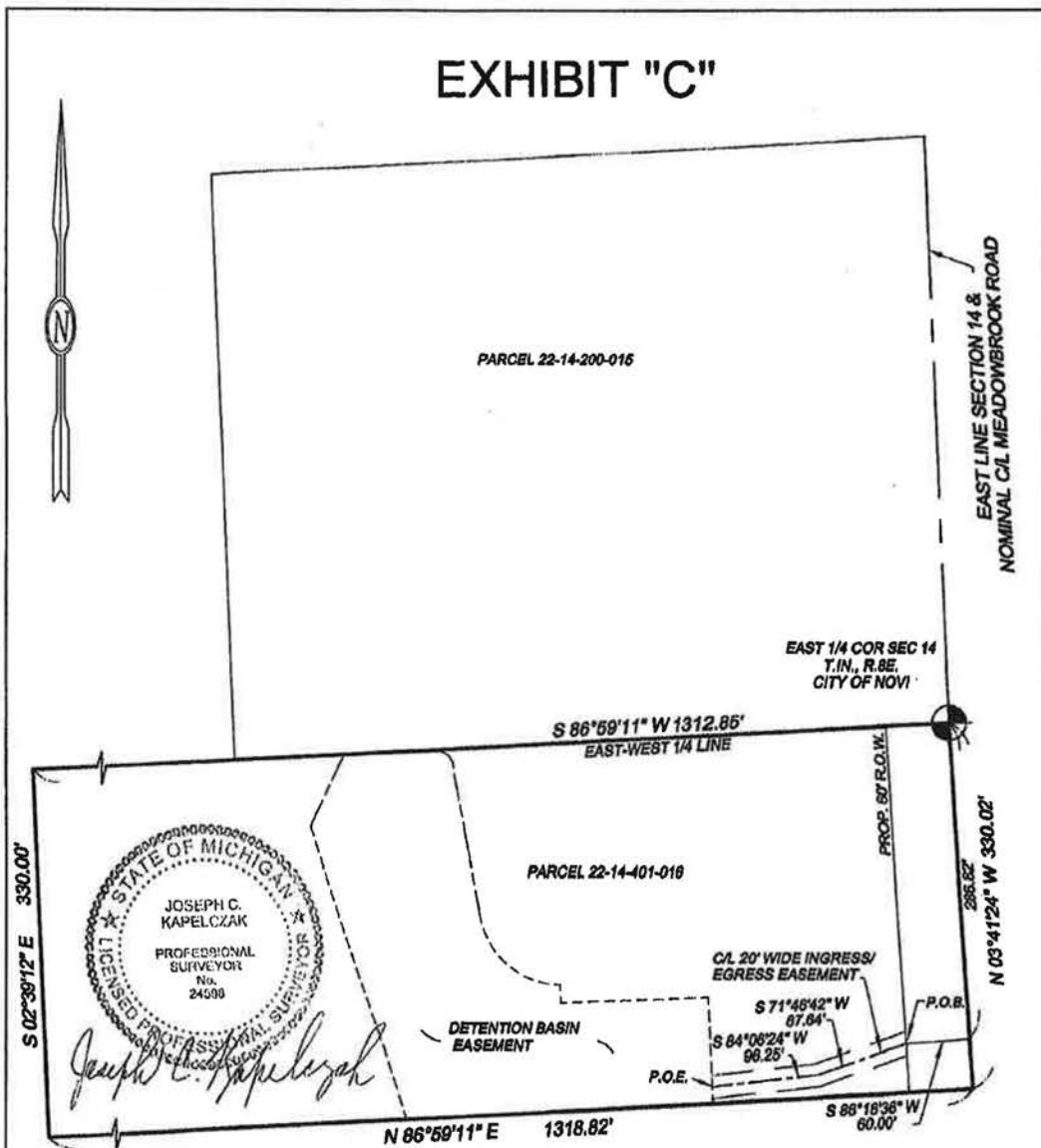
**ACCURATE
TECHNOLOGIES, INC.**
CITY OF NOVI, OAKLAND CO., MI.

EXHIBIT "B"



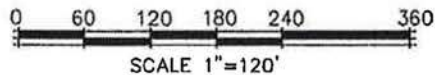
8815 RICHARDSON ROAD
SUITE 100
COMMERCE TWP, MI. 48390
PHONE: 248-363-2550
FAX: 248-363-1946

EXHIBIT "C"



INGRESS/EGRESS EASEMENT

A 20' WIDE INGRESS/EGRESS EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THE CENTERLINE OF SAID EASEMENT DESCRIBED AS BEGINNING AT A POINT LOCATED S 03°41'24" E ALONG THE EAST LINE OF SAID SECTION 14, 288.82 FEET AND S 88°18'36" W, 60.00 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S 71°46'42" W, 87.84 FEET; THENCE S 84°08'24" W, 96.25 FEET TO THE POINT OF ENDING.



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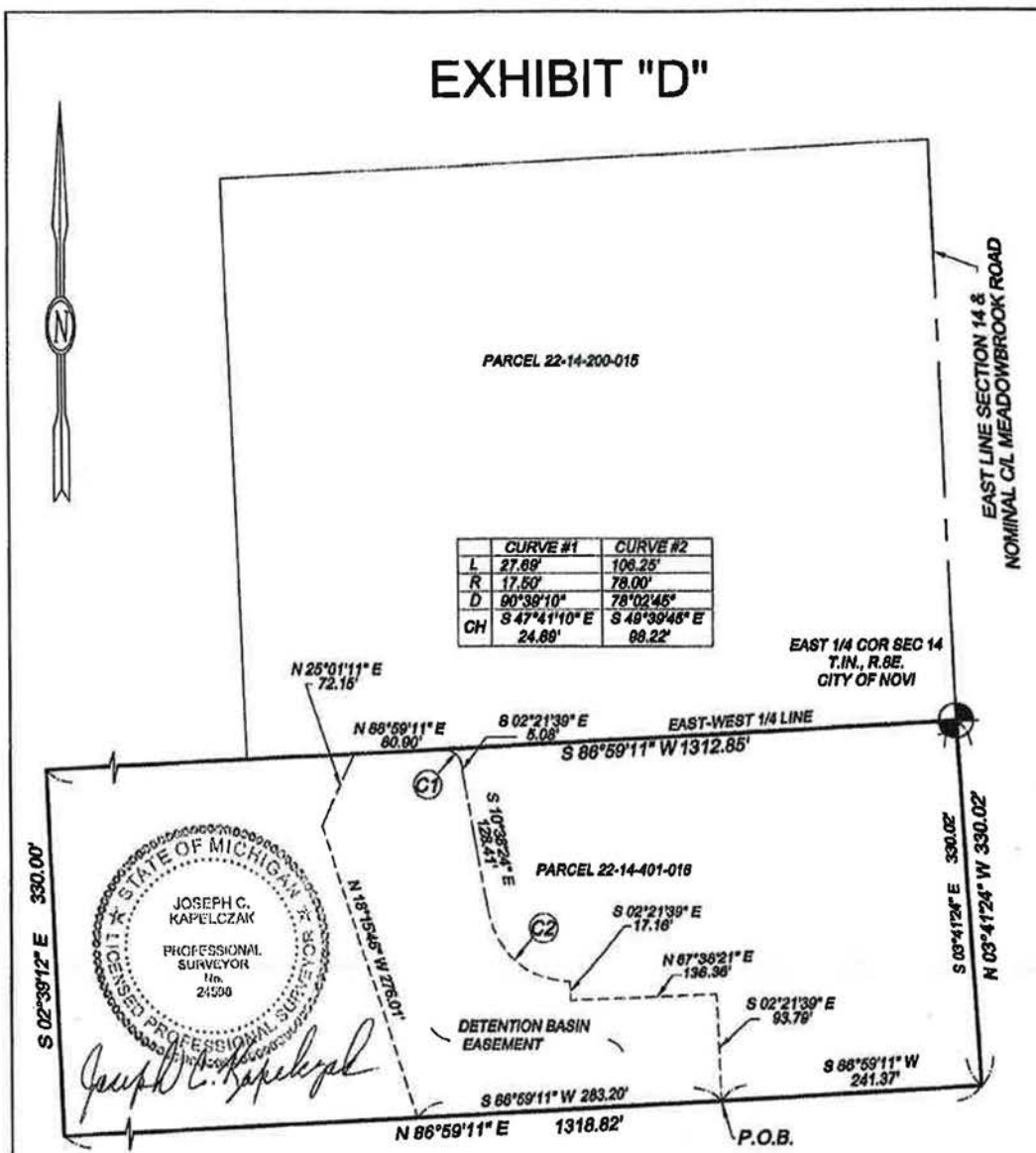
**ACCURATE
TECHNOLOGIES, INC.**
CITY OF NOVI, OAKLAND CO., MI.

INGRESS/EGRESS EASEMENT

JKK
group, inc.

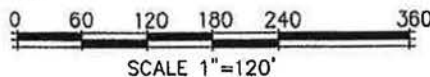
6615 RICHARDSON ROAD
SUITE 100
COMMERCE TWP, MI. 48300
PHONE: 248-363-2650
FAX: 248-363-1646

EXHIBIT "D"



DETENTION BASIN EASEMENT

PART OF THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED S 03°41'24" E ALONG THE EAST LINE OF SAID SECTION 14, 330.02 FEET AND S 88°59'11" W, 241.37 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE CONTINUING S 88°59'11" W, 283.20 FEET; THENCE N 18°15'48" W, 278.01 FEET; THENCE N 25°01'11" E, 72.15 FEET; THENCE N 88°59'11" E, 80.80 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 27.89 FEET, SAID CURVE HAVING A RADIUS OF 17.50 FEET, A CENTRAL ANGLE OF 90°39'10" AND A CHORD BEARING AND DISTANCE OF S 47°41'10" E, 24.89 FEET; THENCE S 02°21'39" E, 5.08 FEET; THENCE S 10°38'24" E, 128.41 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 108.25 FEET, SAID CURVE HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 78°02'45" AND A CHORD BEARING AND DISTANCE OF S 49°39'45" E, 88.22 FEET; THENCE S 02°21'39" E, 17.16 FEET; THENCE N 87°38'21" E, 138.36 FEET; THENCE S 02°21'39" E, 93.79 FEET TO THE POINT OF BEGINNING.



© REV. 1/11/2017

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1 of 5

**ACCURATE
TECHNOLOGIES, INC.**
CITY OF NOVI, OAKLAND CO., MI.

DETENTION BASIN EASEMENT

J&K
Group, Inc.

8816 RICHARDSON ROAD
SUITE 100
COMMERCE TWP., MI. 48390
PHONE: 248-365-2500
FAX: 248-383-1846