



**CITY OF NOVI CITY COUNCIL
NOVEMBER 8, 2021**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Fly Detroit Holdings, LLC for iFly located south of I-96 and west of Novi Road (parcel 50-22-15-478-001).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

Fly Detroit Holdings, 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, July 21, 2021) and the City Engineering consultant (Spalding DeDecker, July 19, 2021), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Fly Detroit Holdings, LLC for iFly located south of I-96 and west of Novi Road (parcel 50-22-15-478-001).

iFly SDFMEA

Location Map

iFly
50-22-15-478-001

Adell Center Dr


Map Author: Kate Purpura
Date: 10/14/2021
Project: iFly
Version: 1.0

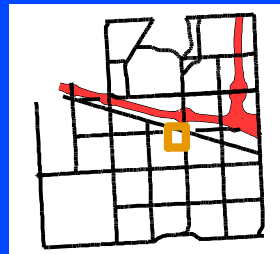
Amended By:
Date:
Department:

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.

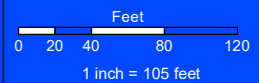
Map Legend

 Subject Property



City of Novi

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



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 21, 2021

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

Re: iFly JSP 18-0049
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 iFly property in the Adell Center 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
July 21, 2021
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 Daniels, 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)
Kate Purpura, Project Engineer (w/Enclosures)
Victor Boron, Project Engineer (w/Enclosure)
Rebecca Runkel, Project Engineer (w/Enclosure)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Melissa Morris, Administrative Assistant (w/Enclosures)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Mason Becker, Arco Murray mbecker@arcomurray.com (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 4th day of September, 2019, by and between Fly Detroit Holdings, LLC., Michigan Limited Liability Company whose address is 221 Circle Drive, Maitland, Florida, 32751, (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. 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 fitness facility development on the Property.
- B. The indoor skydiving 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 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

FLY DETROIT HOLDINGS, LLC

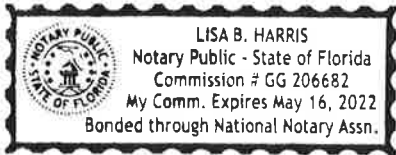
By: Carol Rae Loventbury
Its: OWNER/PRINCIPAL

FLORIDA
STATE OF MICHIGAN)
ORANGE) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14 day of JULY, 2021,
by CAROL RAE LOVENTBURY, as the PRINCIPAL of FLY DETROIT HOLDINGS, LLC

Lisa B. Harris

Notary Public
Acting in ORANGE County, Michigan FLORIDA
My Commission Expires: 5-16-2022



CITY OF NOVI
A Municipal Corporation

By: _____
Its: _____

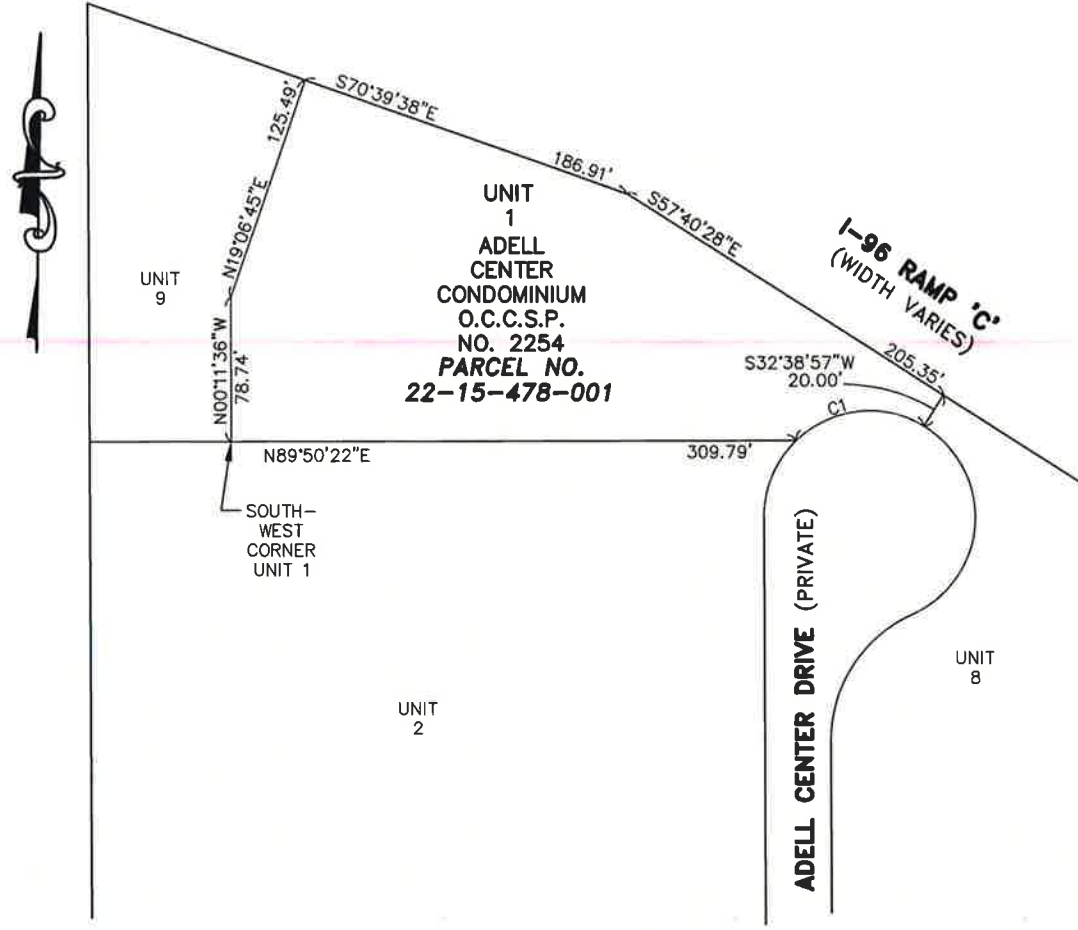
STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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: _____

<p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331</p>	<p>And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375</p>
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EXHIBIT A



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	75.87'	58.00'	74°57'09"	S83°34'32"W 70.58'

LEGAL DESCRIPTION PARCEL NO. 22-15-478-001:

UNIT NO. 1, ADELL CENTER, A CONDOMINIUM ACCORDING TO THE MASTER DEED RECORDED IN LIBER 52318, PAGE 378, AND AS AMENDED BY FIRST AMENDMENT TO MASTER DEED RECORDED IN LIBER 52367, PAGE 70, 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 FIRST AMENDMENT TO MASTER DEED RECORDED IN LIBER 52367, PAGE 70, OAKLAND COUNTY RECORDS.

NOTES:

1. EASEMENT BEARINGS ARE BASED ON THE SOUTH LINE OF UNIT 1, BEING S89°50'22"W.
2. EXISTING EASEMENTS FROM THE ADELL CENTER CONDOMINIUM EXHIBIT 'B' DRAWINGS ARE NOT SHOWN.

GREENTECH
 ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT: FLY DETROIT HOLDINGS LLC	DATE: 8-27-2019
	DRAWN BY: PWK
PARCEL SKETCH	CHECKED BY: DJL
#26975 ADELL CENTER DRIVE	
SECTION:15 TOWNSHIP: 01N. RANGE: 08E.	1/1
CITY OF NOVI OAKLAND COUNTY MICHIGAN	FBK: --- CHF: --- SCALE HOR 1"= 80 FT. VER 1"= --- FT.

17-334

EXHIBIT B

**MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE
STORM DRAINAGE MAINTENANCE EASMENT**

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

VARY.



CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:

FLY DETROIT HOLDINGS LLC

PARCEL SKETCH

#26975 ADELL CENTER DRIVE
SECTION:15 TOWNSHIP: 01N. RANGE: 08E.
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

DATE: 8-27-2019

DRAWN BY: PWK

CHECKED BY: DJL



FBK: --

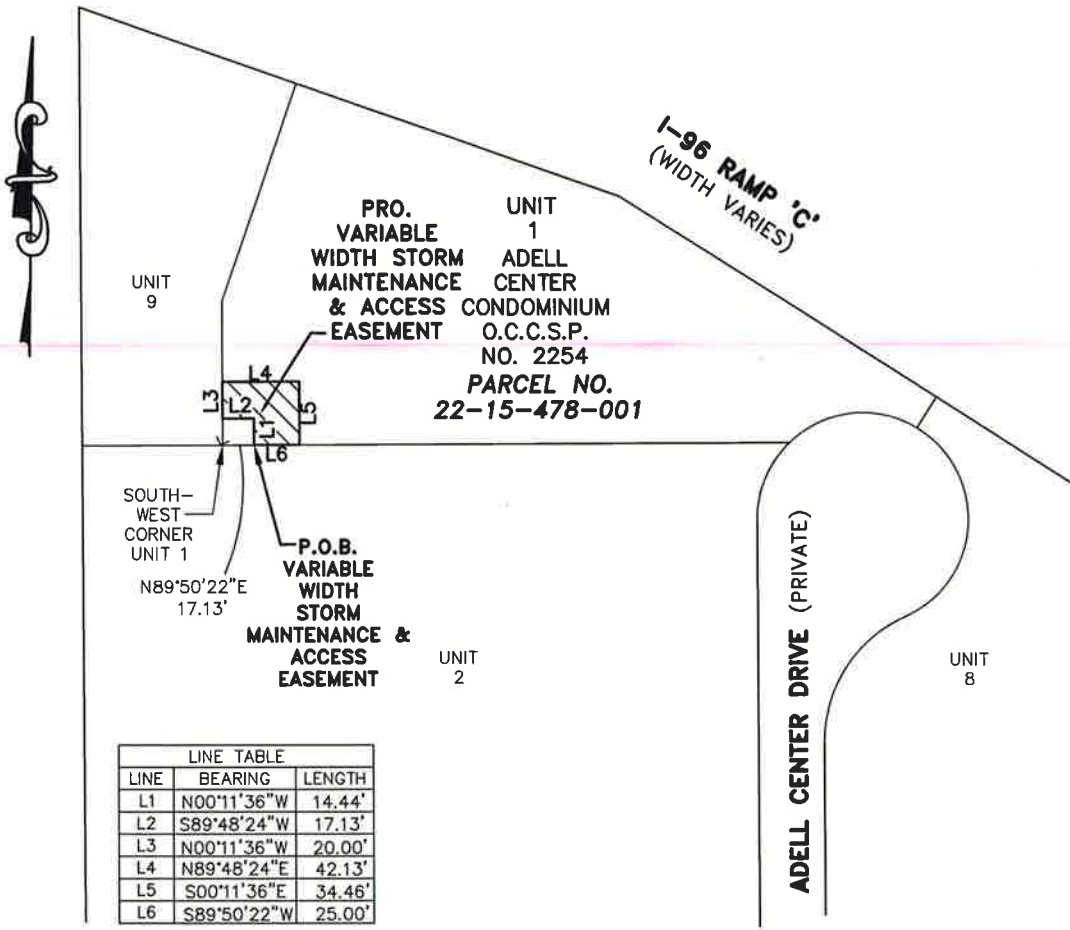
CHF: --

1 / 1

SCALE HOR 1" = 80 FT.
VER 1" = --- FT.

17-334

EXHIBIT C



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°11'36"W	14.44'
L2	S89°48'24"W	17.13'
L3	N00°11'36"W	20.00'
L4	N89°48'24"E	42.13'
L5	S00°11'36"E	34.46'
L6	S89°50'22"W	25.00'

VARIABLE WIDTH STORM MAINTENANCE & ACCESS EASEMENT:

PART OF UNIT NO. 1, ADELL CENTER CONDOMINIUM, DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID UNIT 1, BEING DISTANT N89°50'22"E 17.13 FEET FROM THE SOUTHWEST CORNER OF SAID UNIT 1; THENCE N00°11'36"W 14.44 FEET; THENCE S89°48'24"W 17.13 FEET; THENCE N00°11'36"W 20.00 FEET; THENCE N89°48'24"E 42.13 FEET; THENCE S00°11'36"E 34.46 FEET TO THE SAID SOUTH LINE OF SAID UNIT 1; THENCE ALONG SAID SOUTH LINE, S89°50'22"W 25.00 FEET TO THE **POINT OF BEGINNING**.

LEGEND



NOTES:

1. EASEMENT BEARINGS ARE BASED ON THE SOUTH LINE OF UNIT 1, BEING N89°50'22"E.
2. EXISTING EASEMENTS FROM THE ADELL CENTER CONDOMINIUM EXHIBIT 'B' DRAWINGS ARE NOT SHOWN.

GREENTECH

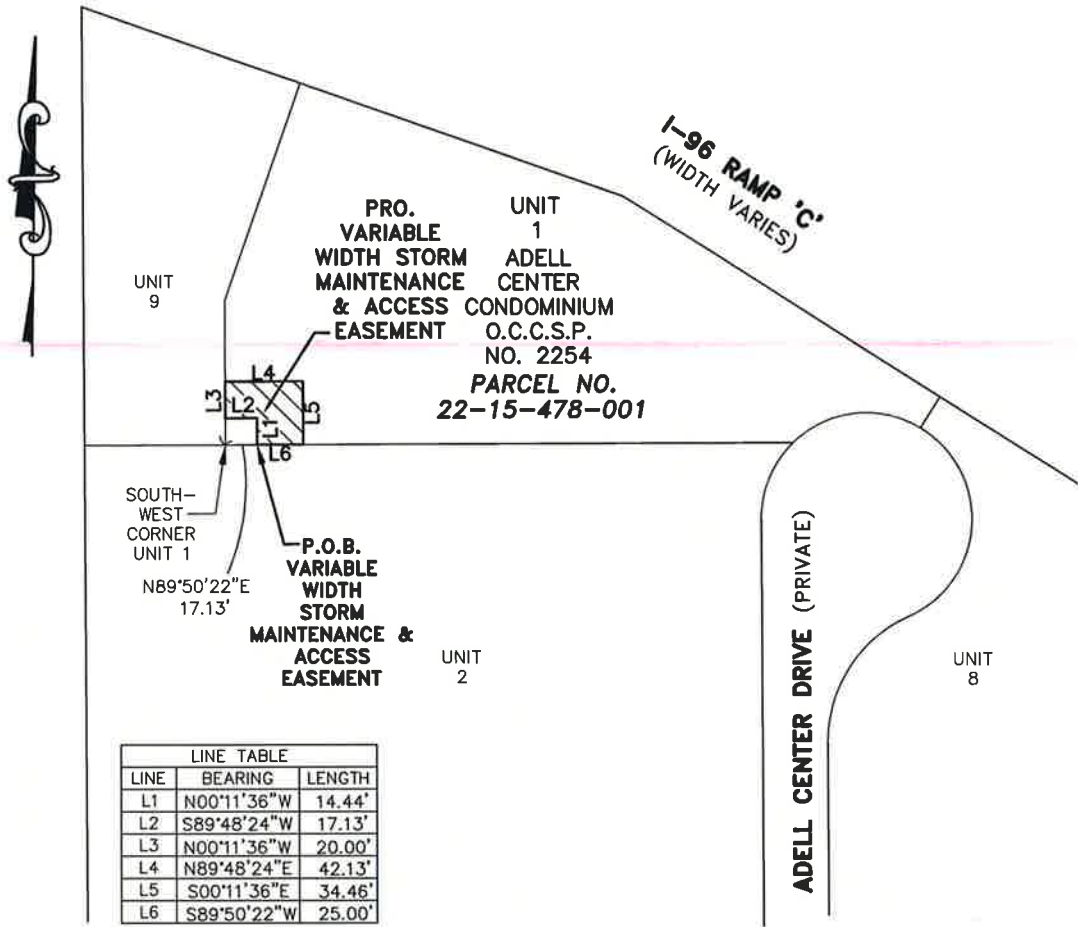
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT: SKYGROUP INVESTEMENT, LLC	DATE: 8-27-2019
STORM MAINTENANCE & ACCESS EASEMENT	DRAWN BY: PWK
#26975 ADELL CENTER DRIVE SECTION:15 TOWNSHIP: 01N. RANGE: OBE. CITY OF NOVI OAKLAND COUNTY MICHIGAN	CHECKED BY: DJL
	FBK: -- 1/1 CHF: -- 17-334
	SCALE HOR 1"= 80 FT. VER 1"= -- FT.

EXHIBIT D



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°11'36"W	14.44'
L2	S89°48'24"W	17.13'
L3	N00°11'36"W	20.00'
L4	N89°48'24"E	42.13'
L5	S00°11'36"E	34.46'
L6	S89°50'22"W	25.00'

VARIABLE WIDTH STORM MAINTENANCE & ACCESS EASEMENT:

PART OF UNIT NO. 1, ADELL CENTER CONDOMINIUM, DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID UNIT 1, BEING DISTANT N89°50'22"E 17.13 FEET FROM THE SOUTHWEST CORNER OF SAID UNIT 1; THENCE N00°11'36"W 14.44 FEET; THENCE S89°48'24"W 17.13 FEET; THENCE N00°11'36"W 20.00 FEET; THENCE N89°48'24"E 42.13 FEET; THENCE S00°11'36"E 34.46 FEET TO THE SAID SOUTH LINE OF SAID UNIT 1; THENCE ALONG SAID SOUTH LINE, S89°50'22"W 25.00 FEET TO THE **POINT OF BEGINNING**.

LEGEND



NOTES:

1. EASEMENT BEARINGS ARE BASED ON THE SOUTH LINE OF UNIT 1, BEING N89°50'22"E.
2. EXISTING EASEMENTS FROM THE ADELL CENTER CONDOMINIUM EXHIBIT 'B' DRAWINGS ARE NOT SHOWN.

GREENTECH
ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT: SKYGROUP INVESTEMENT, LLC	DATE: 8-27-2019
	DRAWN BY: PWK
	CHECKED BY: DJL
STORM MAINTENANCE & ACCESS EASEMENT	 0 40 80
#26975 ADELL CENTER DRIVE	FBK: -- 1/1 CHF: --
SECTION: 15 TOWNSHIP: 01N. RANGE: 08E.	SCALE HOR 1"=80 FT. VER 1"= -- FT.
CITY OF NOVI OAKLAND COUNTY MICHIGAN	17-334

July 19, 2021

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

Re: iFly - Acceptance Documents Review
Novi # JSP18-0049
SDA Job No. NV19-230

INITIAL DOCUMENTS APPROVED
FINAL DOCUMENT APPROVAL AWAITING CONSTRUCTION RECORDS

Dear Mr. Herczeg:

Subsequent to the pre-construction meeting on October 16, 2019, we have reviewed the Acceptance Document Package received by our office on September 9, 2019 against the Final Site Plan (Stamping Set) approved on September 18, 2019. We offer the following comments:

Initial Acceptance Documents:

1. Sanitary Sewer Manhole Access Easement – (executed 07-14-2021: exhibit dated 8-27-2019)
Exhibit Approved
2. Storm Drainage Facility / Maintenance Easement Agreement – (executed 07-14-2021: exhibits dated 8-27-19)
Exhibits A, B, C, & D Approved

Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, 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.

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 January 25, 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
Project Engineer

Cc (via Email): Victor Boron, City of Novi
 Taylor Reynolds, Spalding DeDecker
 Courtney Hanson, City of Novi
 Madeleine Daniels, City of Novi
 Sarah Marchioni, City of Novi
 Ted Meadows, Spalding DeDecker
 Kate Purpura, City of Novi
 Beth Saarela, Johnson, Rosati, Schultz, Joppich
 Angie Sosnowski, City of Novi
 Melissa Morris, City of Novi

July 23, 2021

Mrs. Kate Purpura
Project Engineer
Department of Public Works
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: iFly
Site Work Final Approval
Novi SP No.: JSP18-0049
SDA Job No.: NV19-230

Dear Mrs. Purpura:

Please be advised the water services, sanitary sewer, storm sewer, grading and paving for the above referenced project have been confirmed by SDA to have been completed in accordance with the approved construction plans. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee can be released.

Please note that we have not addressed any items related to landscaping, woodlands or wetlands because the appropriate City staff or consultants will need to address these issues.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DEDECKER

Heather Gendron, PE
Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Mason Becker, Arco Murray (e-mail)
SDA Job File