



CITY of NOVI CITY COUNCIL

**Agenda Item H
January 6, 2014**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from J.S. Evangelista Development for the Maple Manor Rehabilitation Center project located south of Fourteen Mile Road and west of Novi Road in Section 2 (parcel number 50-22-02-201-001).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RA* *BL*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer of the Maple Manor Rehabilitation Center, J.S. Evangelista Development, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for this development, located south of Fourteen Mile Road and west of Novi 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 to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance of 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 basin. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site sewer system.

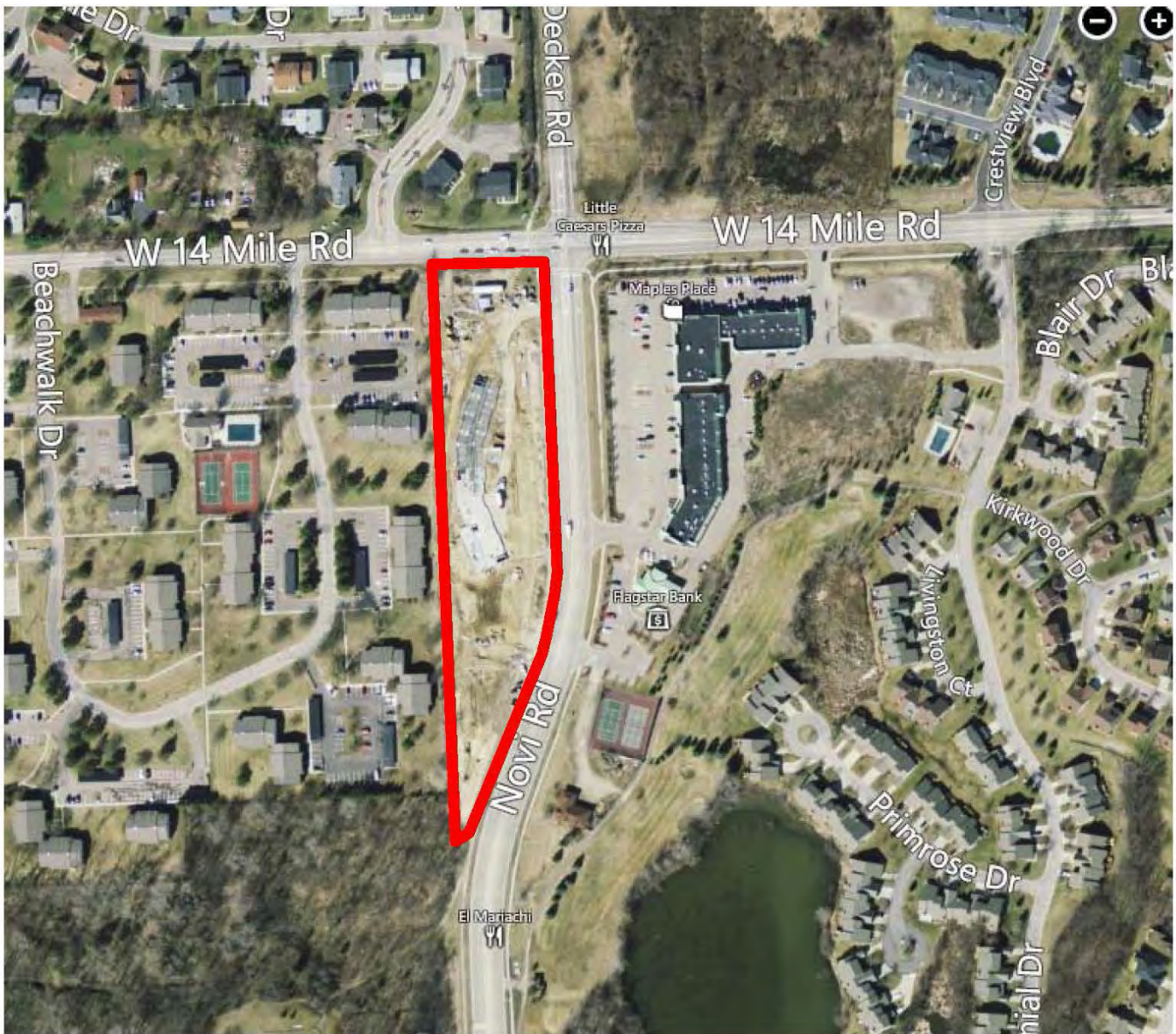
The enclosed agreement has been favorably reviewed by City staff and the City Attorney (Beth Saarela's May 17, 2013 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from J.S. Evangelista Development for the Maple Manor Rehabilitation Center project located south of Fourteen Mile Road and west of Novi Road in Section 2 (parcel number 50-22-02-201-001).

	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				

Maple Manor Rehabilitation Center



Storm Drainage Facility Maintenance Easement Agreement from J.S. Evangelista Development for Maple Manor Rehabilitation Center project located south of Fourteen Mile Road and west of Novi Road in the northwest quadrant of section 11 in the City of Novi.



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

Map Created By: Matt Preisz | December 20, 2013



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

May 17, 2013

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

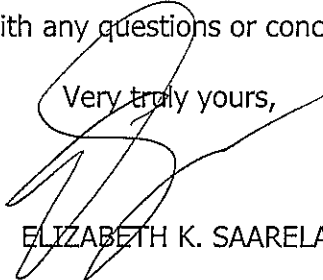
Re: **Maple Manor – SP08-09D**
Storm Drainage Facility Maintenance Easement Agreement

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 Maple Manor Rehabilitation Center. The Agreement is in the City's standard format and has been executed by the property owner, J.S. Evangelista Development. Subject to review and approval of the exhibits 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) (Original)
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
May 17, 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)
Marcus Evangelista, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 28th day of February, 20 13, by and between J.S. Evangelista Development LLC, whose address is 7071 Orchard Lake Rd West Bloomfield (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 2 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 nursing home development on the Property.
- B. The nursing home 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 A** 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 A**, 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.

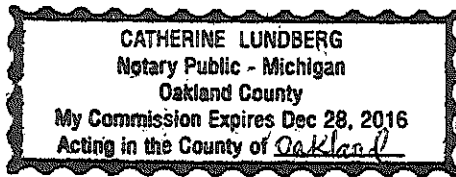
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER
JS. Evangelista Development LLC
A Michigan Limited Liability Company

By: Stella Evangelista
Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of February 2013
by Stella Evangelista, as the Member of JS. Evangelista Development LLC



Catherine Lundberg
Notary Public
Oakland County, Michigan
My Commission Expires: 12/28/2016

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
200__, by, _____, on behalf of the City of Novi, a Municipal
Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

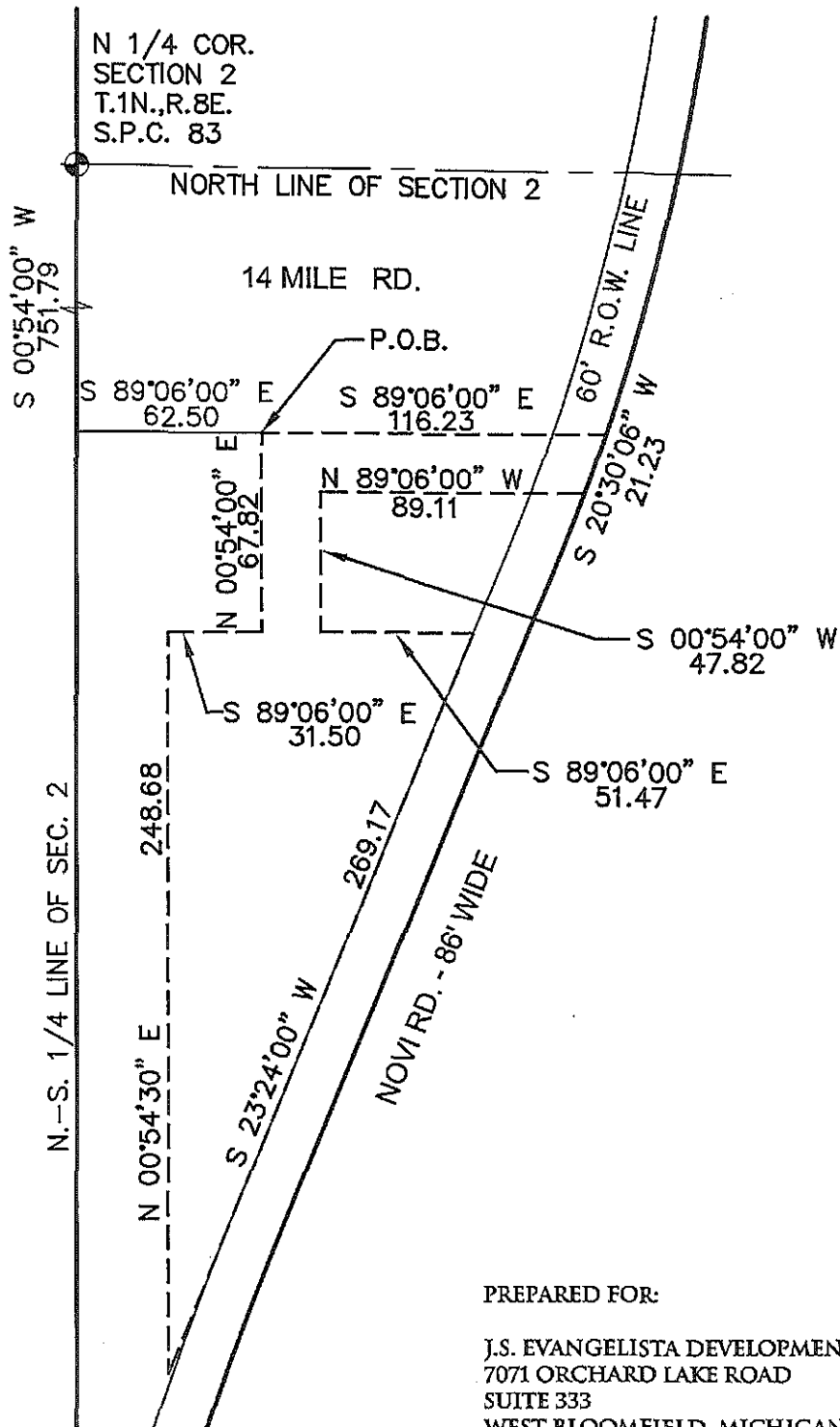
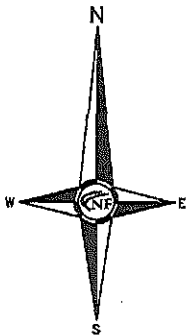
Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

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

602691v1

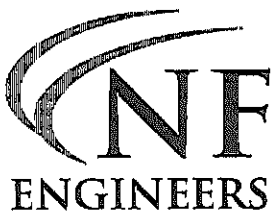
Exhibit A

DETENSION BASIN MAINTENANCE EASEMENT



PREPARED FOR:

J.S. EVANGELISTA DEVELOPMENT, LLC
 7071 ORCHARD LAKE ROAD
 SUITE 333
 WEST BLOOMFIELD, MICHIGAN 48322
 CONTACT:
 MARCUS EVANGELISTA
 TEL: (248) 626-1114
 FAX: (248) 626-3918



NOWAK & FRAUS ENGINEERS
 1310 N. STEPHENSON HWY.
 ROYAL OAK, MI 48067-1508
 TEL (248) 399-0886
 FAX (248) 399-0805

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 60'	12-22-09	N.N.	F197	1 of 3
	Rev. 02-28-13			

Exhibit A

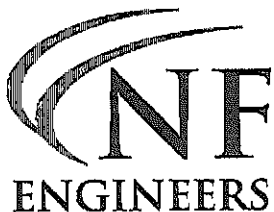
DETENSION BASIN MAINTENANCE EASEMENT

LEGAL DESCRIPTION: EASEMENT

A PART OF THE NORTHEAST 1/4 OF SECTION 2, T.1N., R.8E., NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS; BEGINNING AT A POINT DISTANT S00°54'00"W, 751.79 FEET ALONG THE N.-S. 1/4 LINE OF SAID SECTION 2, AND S89°06'00"E, 62.50 FEET FROM THE N. 1/4 CORNER OF SAID SECTION 2; THENCE S89°06'00"E, 116.23 FEET; THENCE S20°30'06"W, 21.23 FEET; THENCE N89°06'00"W, 89.11 FEET; THENCE S00°54'00"W, 47.82 FEET; THENCE S89°06'00"E, 51.47 FEET; THENCE S23°24'00"W, 269.17 FEET; THENCE N00°54'30"E, 248.68 FEET; THENCE S89°06'00"E, 31.50 FEET; THENCE N00°54'00"E, 67.82 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 2, T.1N., R.8E., NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS; BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 2; THENCE ALONG THE NORTH LINE OF SAID SECTION 2, S88°44'36"E, 220.19 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NOVI ROAD (86 FEET WIDE); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF NOVI ROAD THE FOLLOWING FOUR COURSES: 1) S00°54'00"W, 500.27 FEET, 2) 304.54 FEET ALONG A CURVE TO THE RIGHT, CHORD BEARS S12°09'00"W, 302.59 FEET, RADIUS 775.51 FEET, CENTRAL ANGLE 22°30'00", 3) S23°24'00"W, 249.74 FEET, 4) 338.31 FEET ALONG A CURVE TO THE LEFT, CHORD BEARS S12°09'00"W, 336.14 FEET, RADIUS 861.51 FEET, CENTRAL ANGLE 22°30'00" TO A POINT ON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 2; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 2, N00°54'00"E, 1358.83 FEET TO THE POINT OF BEGINNING, CONTAINING 4.664 ACRES.



NOWAK & FRAUS ENGINEERS
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	12-22-09	N.N.	F197	2 of 3
	Rev. 02-28-13			

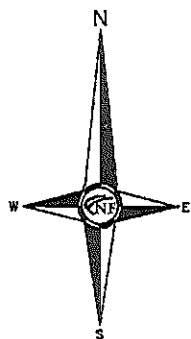
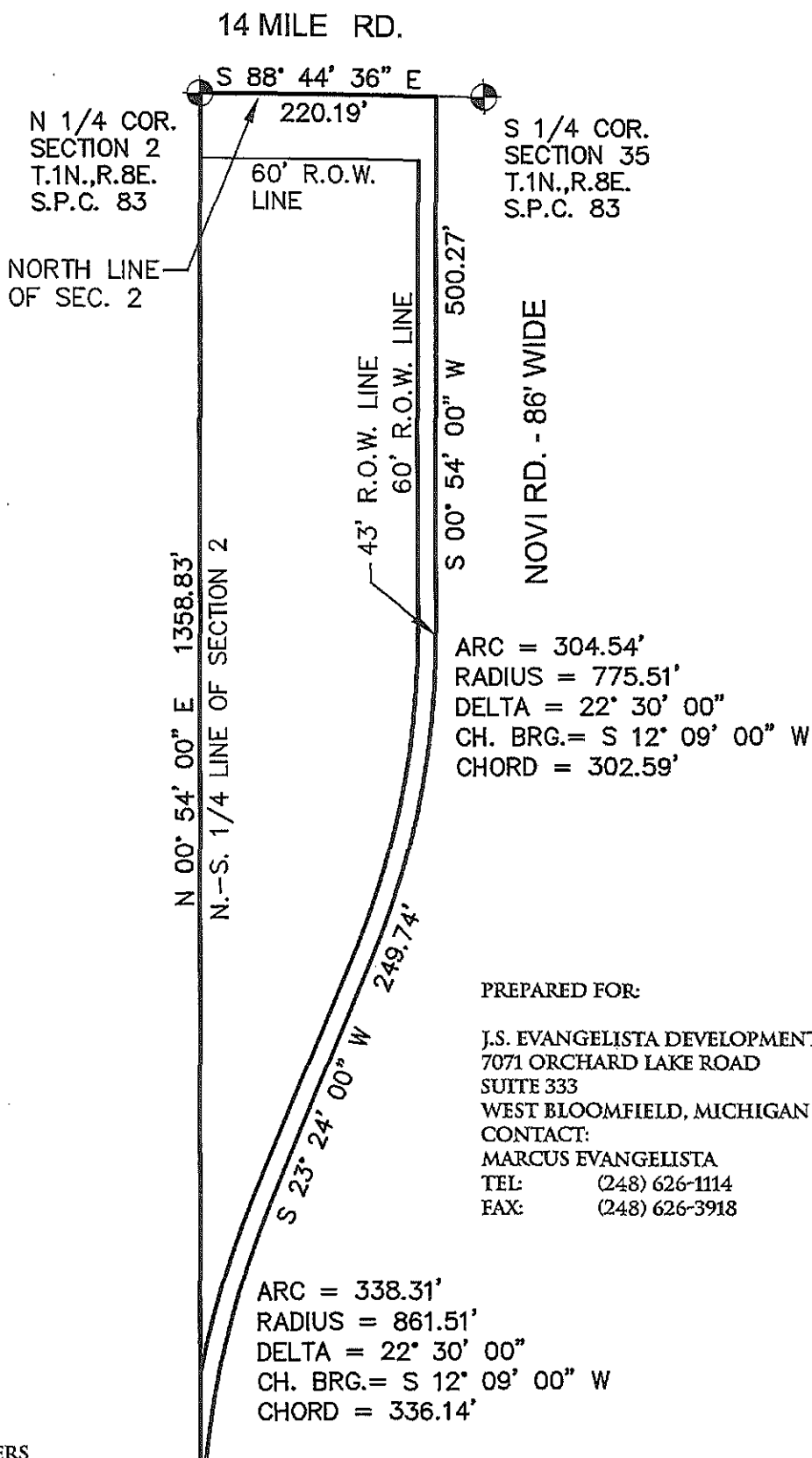
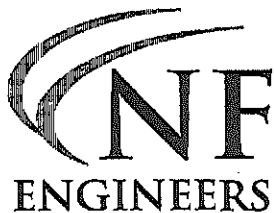


Exhibit A
SUBJECT PARCEL



PREPARED FOR:

J.S. EVANGELISTA DEVELOPMENT, LLC
7071 ORCHARD LAKE ROAD
SUITE 333
WEST BLOOMFIELD, MICHIGAN 48322
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SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 150'	12-22-09	N.N.	F197	3 of 3
	Rev. 02-28-13			

Schedule of Maintenance and Estimated Costs
Exhibit B

Tasks	Schedule	Budget Amount
Inspect for sediment accumulation	Annually	\$ 500
Removal of sediment accumulation	As Needed	\$ 1,000
Inspect for floatables and debris	Annually	\$ 300
Cleaning of floatables and debris	Annually	\$ 450
Inspection fo Erosion	Annually	\$ 250
RE-establish permanent vegetation on eroded slopes	As Needed	\$ 1,000
Mowing	0-2 times per year	\$ 1,500
Inspect structural elements during wet weather	Annually	\$ 1,500
Make adjustments or replacements as determined by inspection	As Needed	\$ 1,000
Total Annual Budget		\$ 7,500

The Owner and/or Association shall maintain a log of all inspection and maintenance activities and make the log available to City Personnel as needed.