



CITY of NOVI CITY COUNCIL

Agenda Item D
June 27, 2016

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Mirabella Estates Condominium Association for the Mirabella Estates project located west of Meadowbrook Road, north of Eight Mile Road.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

BTC RA

CITY MANAGER APPROVAL:

[Handwritten signature]

BACKGROUND INFORMATION:

The Mirabella Estates Condominium Association requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the residential development project, located west of Meadowbrook Road and north of Eight Mile Road.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner (Homeowners Association) 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 homeowners association owns and agrees to maintain the 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 storm water system.

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

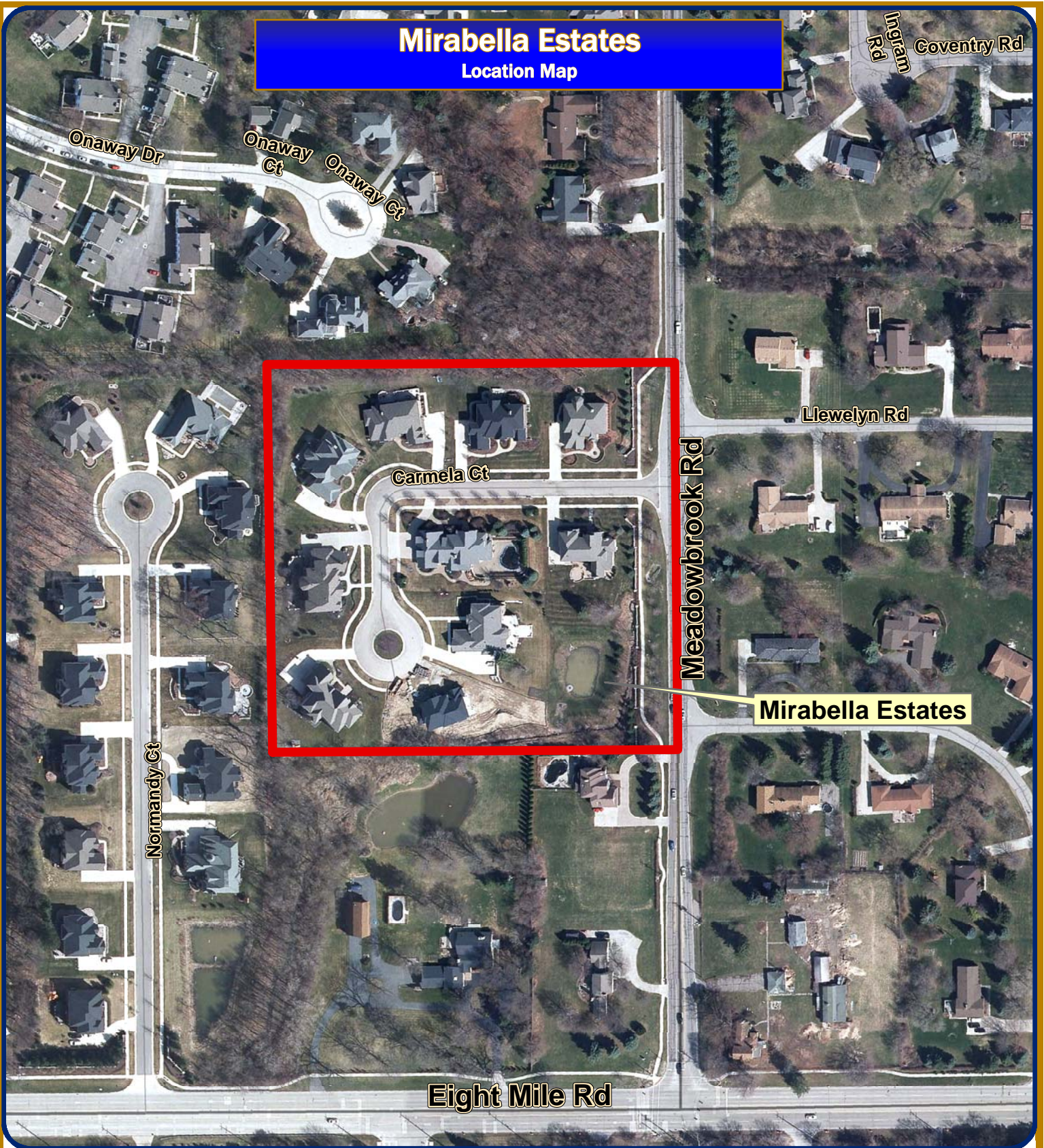
RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement with Mirabella Estates Condominium Association for the Mirabella Estates project located west of Meadowbrook Road and north of Eight Mile Road.

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

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

Mirabella Estates

Location Map



Map Author: Rasha Majzoub
Date: June 7, 2016
Project:
Version #:

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 432 of 1970 as amended. Please contact the City GIS Manager to confirm 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

Feet
0 40 80 160 240

1 inch = 194 feet





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.johnsonrosati.com

June 9, 2016

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

**Re: *Mirabella Estates (fka Meadowbrook 8) SP05-0033*
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 Mirabella Estates Site Condominium Development. The Agreement is in the City's standard format and has been executed by the Developer. The Exhibits have been reviewed and approved by the City's Engineering Division. 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,



ELIZABETH K. SAARELA

EKS
Enclosures

cc: Maryanne Cornelius, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)

Rob Hayes, Public Services Director

June 9, 2016

Page 2

Kristin Pace, Treasurer's Office (w/Enclosures)

Aaron Staup, Construction Engineering Coordinator (w/Enclosures)

Theresa Bridges, Construction Engineer (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Brittany Allen, Spalding DeDecker (w/Enclosures)

David Goldberg, Esquire (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 11th day of April 2016, by and between Mirabella Estates Condominium Association, a Michigan non-profit corporation, whose address is 339 N. Center Street, Suite #5, Northville, Michigan 48167 (hereinafter the "Association"), 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. The Association is the association of condominium unit owners responsible for the administration, operation, management and maintenance of the residential site condominium project now known as Mirabella Estates (the "Condominium"). The Condominium is within a certain parcel of land situated in Section 35 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). The Condominium was developed within the Property by the Developer, Mirabella Estates, LLC, a Michigan limited liability company.
- B. The Condominium contains 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 Association hereby covenants and agrees that the Association 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 Association 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 after the date of this agreement are described in the attached Exhibit B.

In the event that the Association 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 Association 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 the Association 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 the Association within thirty (30) days of a billing to the Association. All unpaid amounts may be placed on the delinquent tax roll of the City as to the condominium units contained within 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 Association, and, in such event, the Association 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 owners of the condominium units contained within 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 the Association and all of the owners of the condominium units contained within the Property, their agents, heirs, successors, assigns and transferees.

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

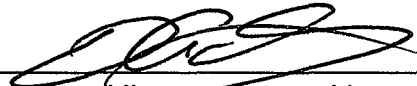
ASSOCIATION

Mirabella Estates Condominium Association,
a Michigan non-profit corporation

By: 
Russell G. Franchi
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16th day of April 2016, by Russell G. Franchi, as the President of Mirabella Estates Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.



David A. Goldberg, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 02-01-2023

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: _____

Drafted by:
Elizabeth Kudla Saarela
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Units 1 through 10, inclusive, Mirabella Estates Condominium, according to the Master Deed recorded in Liber 33212, on Page 304, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1632, together with rights in the General Common Elements and Limited Common Elements, as set forth in the above described Master Deed and Amendments thereto, and as disclosed by Act 59 of the Public Acts of 1978, as amended.

EXHIBIT "B"

STORM WATER MAINTENANCE SCHEDULE

INLETS AND OUTLETS SHALL BE CHECKED ANNUALLY FOR CLOGGING AND THE SYSTEM SHALL BE CLEANED AS REQUIRED.

REGULAR PIPE INSPECTIONS SHALL BE MADE TO VERIFY THAT THE PIPE IS NOT CRACKED OR BROKEN.

CLEAN GRATE OF ALL STRUCTURES AND REMOVE SEDIMENT FROM THE BOTTOM WHEN ACCUMULATION REACHES 6" OR GREATER.

THE FILTER STONE SURROUNDING THE DETENTION BASIN OUTLET STANDPIPE (RISER) SHALL BE CLEANED OF ACCUMULATED SEDIMENT EVERY SIX MONTHS TO PREVENT CLOGGING. THE STONE SHALL BE REPLACED IF IT CAN NOT BE ADEQUATELY CLEANED.

SEDIMENT SHALL BE REMOVED FROM THE BOTTOM OF THE BASIN WHEN SEDIMENT ACCUMULATION REACHES 6" AND SUSPENSION IS OBSERVED.

THE BASIN BERM OR DIKE SHALL BE INSPECTED FOR ANY MODE OF EXISTING OR POTENTIAL FAILURE AND REPAIR AS NECESSARY.

FLARE END SECTIONS AND ASSOCIATED RIP-RAP SHALL BE INSPECTED AND REPAIRED AS NECESSARY.

REGULAR MOWING OF THE GRASSED PORTION OF DETENTION BASIN SHALL BE MADE.

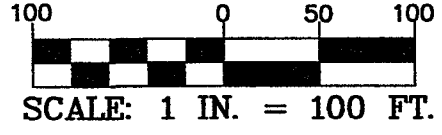
ESTIMATED INSPECTION AND CLEANING COSTS FOR THE FIRST THREE YEARS
= \$1,000.00

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.

CHECK BANKS AND BOTTOM OF THE BASIN FOR EROSION ANNUALLY AND CORRECT AS NECESSARY. RESEED BANKS NEAR INLET/OUTLET AND STABILIZE ERODED BANKS AS NECESSARY.

EXHIBIT "C"

DETENTION BASIN INGRESS/EGRESS EASEMENT



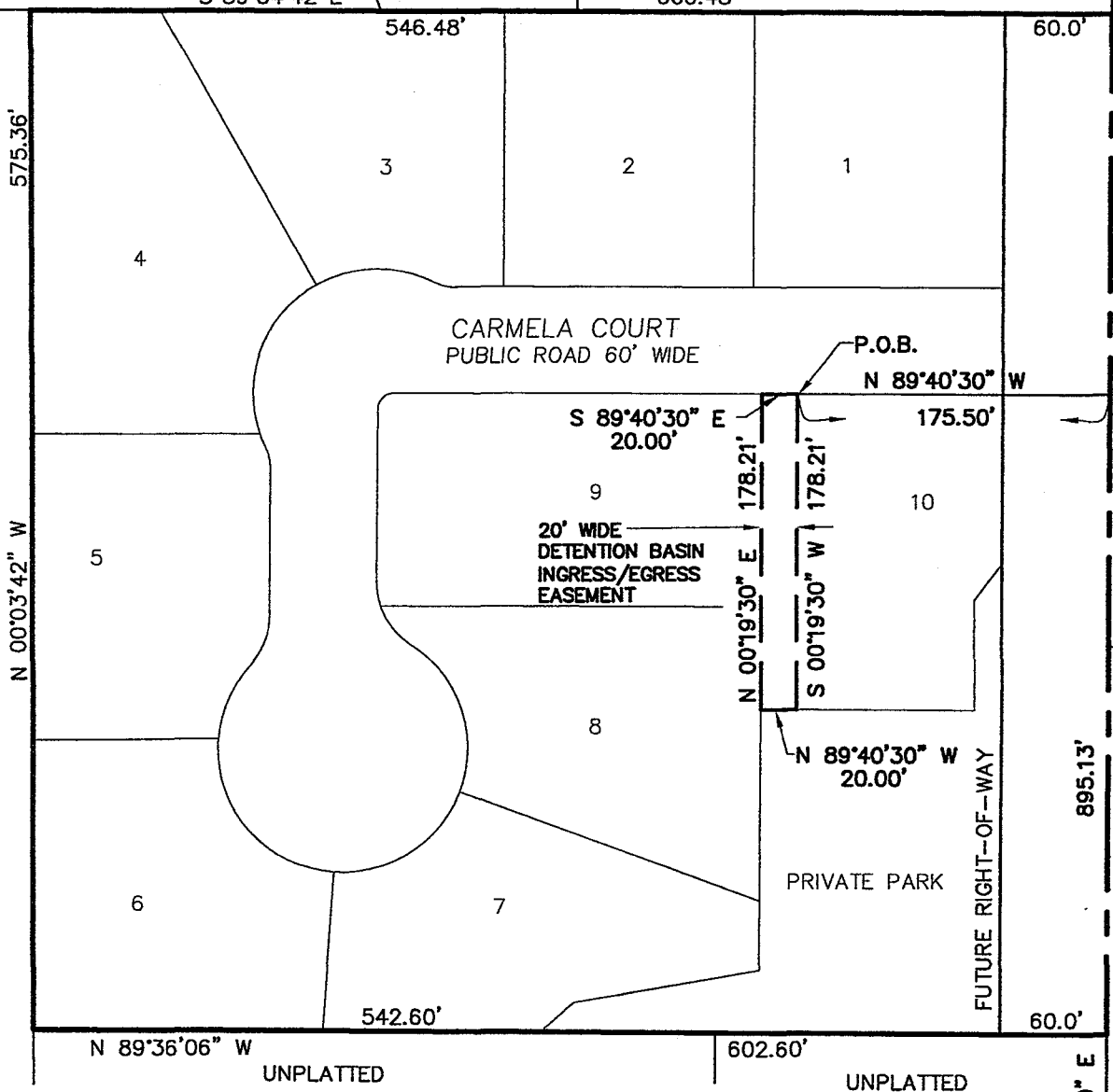
EAST 1/4 CORNER
SECTION 35
T. 1 N., R. 8 E.

PINE HOLLOW SUB
LIBER 205, PAGE 13 & 14
LOT 5

LOT 4

UNPLATTED

MEADOWBROOK MANOR NO. 1
LIBER 79, PAGE 37
LOT 22



LLEWELYN RD
60' WIDE

MEADOWBROOK ROAD

MEADOWBROOK MANOR NO. 1
LIBER 79, PAGE 37
LOT 14

LORAC LN
60' WIDE

MEADOWBROOK MANOR
LIBER 79, PAGE 7
LOT 13

DETENTION BASIN INGRESS AND EGRESS EASEMENT DESCRIPTION

A 20.00 FOOT WIDE DETENTION BASIN INGRESS AND EGRESS EASEMENT ACROSS PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, TOWN 1 NORTH, RANGE 8 EAST, AND PROCEEDING ALONG THE EAST LINE OF SAID SECTION 35, N 00°19'30" E 895.13 FEET;
THENCE N 89°40'30" W 175.50 FEET TO THE POINT OF BEGINNING;
THENCE S 00°19'30" W 178.21 FEET;
THENCE N 89°40'30" W 20.00 FEET;
THENCE N 00°19'30" E 178.21 FEET;
THENCE S 89°40'30" E 20.00 FEET TO THE POINT OF BEGINNING.

SOUTHEAST CORNER
SECTION 35
T. 1 N., R. 8 E.

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT, SUITE 103 (734) 953-3335
LIVONIA, MICHIGAN 48150 FAX (734) 953-3324

EXHIBIT "C"
MIRABELLA ESTATES
CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN

DATE: 09/05/14	
FB:	DRAWN:
PROJ. NO: 14020	
SHEET 3 OF 4	

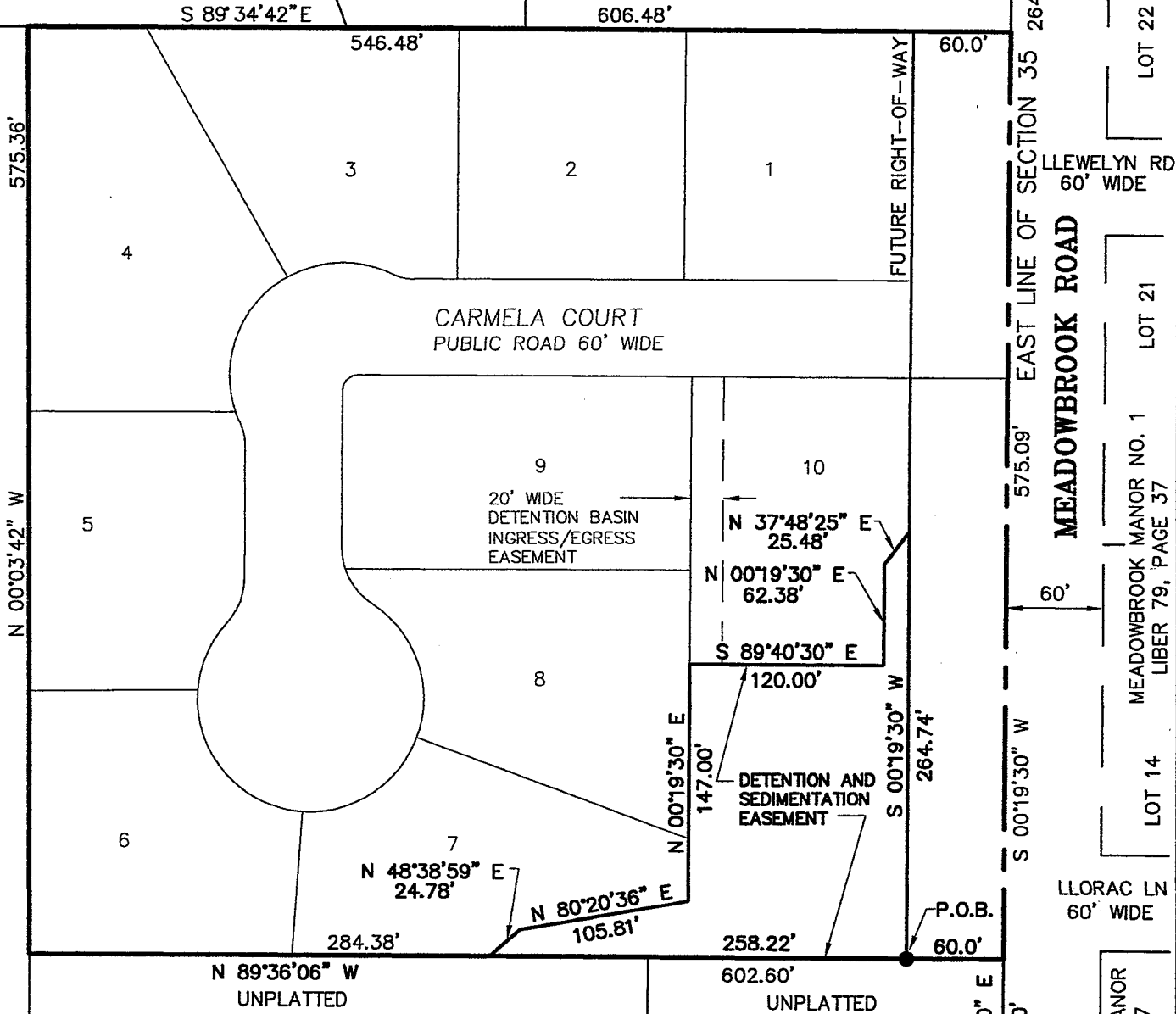
EXHIBIT "D"

DETENTION/SEDIMENTATION EASEMENT

EAST 1/4 CORNER
SECTION 35
T. 1 N., R. 8 E.

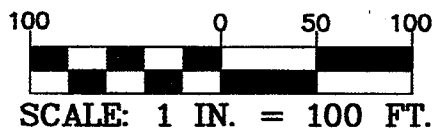
PINE HOLLOW SUB
LIBER 205, PAGE 13 & 14
LOT 5

UNPLATTED



DETENTION AND SEDIMENTATION EASEMENT DESCRIPTION

A DETENTION AND SEDIMENTATION EASEMENT ACROSS PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, TOWN 1 NORTH, RANGE 8 EAST, AND PROCEEDING ALONG THE EAST LINE OF SAID SECTION 35, N 00'19'30" E 534.70 FEET; THENCE N 89'36'06" W 60.00 FEET TO THE POINT OF BEGINNING; THENCE N 89'36'06" W 258.22 FEET; THENCE N 48'38'59" E 24.78 FEET; THENCE N 80'20'36" E 105.81 FEET; THENCE N 00'19'30" E 147.00 FEET; THENCE S 89'40'30" E 120.00 FEET; THENCE N 00'19'30" E 62.38 FEET; THENCE N 37'48'25" E 25.48 FEET; THENCE S 00'19'30" W 264.74 FEET TO THE POINT OF BEGINNING.



ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT, SUITE 103 (734) 953-3335
LIVONIA, MICHIGAN 48150 FAX (734) 953-3324

EXHIBIT "D"
MIRABELLA ESTATES
CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN

DATE: 09/05/14	
FB:	DRAWN:
PROJ. NO: 14020	
SHEET 4 OF 4	