

VIBE CREDIT UNION - New Building SDFMEA

Location Map



Map Author: Adam Yako
Date: 12/1/2023
Project: Vibe Credit Union
Version: 1.0

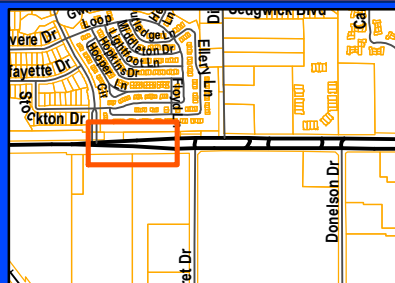
Amended By:
Date:
Department:

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.

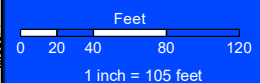
Legend

- Major Roads
- Minor Roads
- Project location



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

June 16, 2021

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

**Re: Vibe Credit Union JSP 20-0014
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 Vibe Credit Union 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

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
June 16, 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 Richardson, Project Engineer (w/Enclosures)
Victor Boron, Project Engineer (w/Enclosure)
Rebecca Runkel, Project Engineer (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Melissa Morris, Administrative Assistant (w/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Bridgette Ronnisch Valade, Ronnisch Construction Group (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 26th day of May, 2021, by and between Vibe Credit Union, a Michigan state chartered credit union, whose address is 44575 W. 12 Mile Road, Novi, MI 48377 (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 credit union branch development on the Property.
- B. The credit union branch 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
Vibe Credit Union
Allan K. McMorris
By: _Allan K. McMorris
Its: President/CEO

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of May, 2021, by Allan K. McMorris, as the President/CEO of Vibe Credit Union.

Jessica Andersen
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 12/25/25

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	And when recorded return to: Cortney Hanson, City Clerk
--	--

Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	City of Novi 45175 Ten Mile Rd Novi, MI 48375
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Exhibit A

PARCEL LEGAL DESCRIPTION

LEGAL DESCRIPTION - TIMBER CREEK OFFICE PARK - UNIT 1 (PARCEL I.D. 22-15-126-023)

UNIT 1, TIMBER CREEK OFFICE PARK, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 26386, PAGES 25 THROUGH 61, INCLUSIVE, OAKLAND COUNTY RECORDS, AS RE-RECORDED IN LIBER 27156, PAGES 781 THROUGH 819, INCLUSIVE, OAKLAND COUNTY RECORDS, FIRST AMENDMENT TO MASTER DEED AS RECORDED IN LIBER 27258, PAGE 184, OAKLAND COUNTY RECORDS, AND SECOND AMENDMENT TO MASTER DEED AS RECORDED IN LIBER 54996, PAGE 474, AS AMENDED, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1456, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

PARCEL ID NO.: 22-15-126-023



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
VIBE CREDIT UNION

SCALE
NTS

DATE
11-20-20

DRAWN
CEE

JOB NO.
K911

SHEET
1 of 1

Exhibit B

MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE –
STORM DRAINAGE MAINTENANCE

MAINTENANCE PLAN BUDGET			
TASKS	ANNUAL FREQUENCY	COST PER OCCURENCE	ANNUAL COST
ANNUAL INSPECTION FOR SEDIMENT ACCUMULATION	2	\$100.00	\$200.00
REMOVAL OF SEDIMENT ACCUMULATION IN PRE- TREATMENT STRUCTURE	2	\$500.00	\$1,000.00
INSPECT FOR FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
REMOVAL OF FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$150.00	\$150.00
INSPECT SYSTEM FOR EROSION ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
TOTAL ANNUAL BUDGET			\$1,650.00
Note: Costs shown are estimated and are to be used for planning and budgeting puroposes only. Actual costs will vary.			

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.

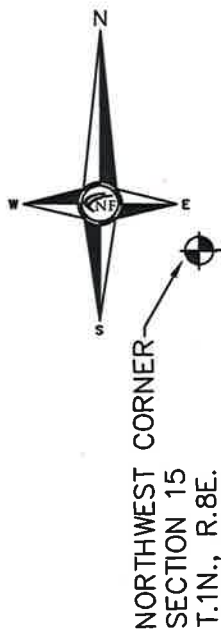
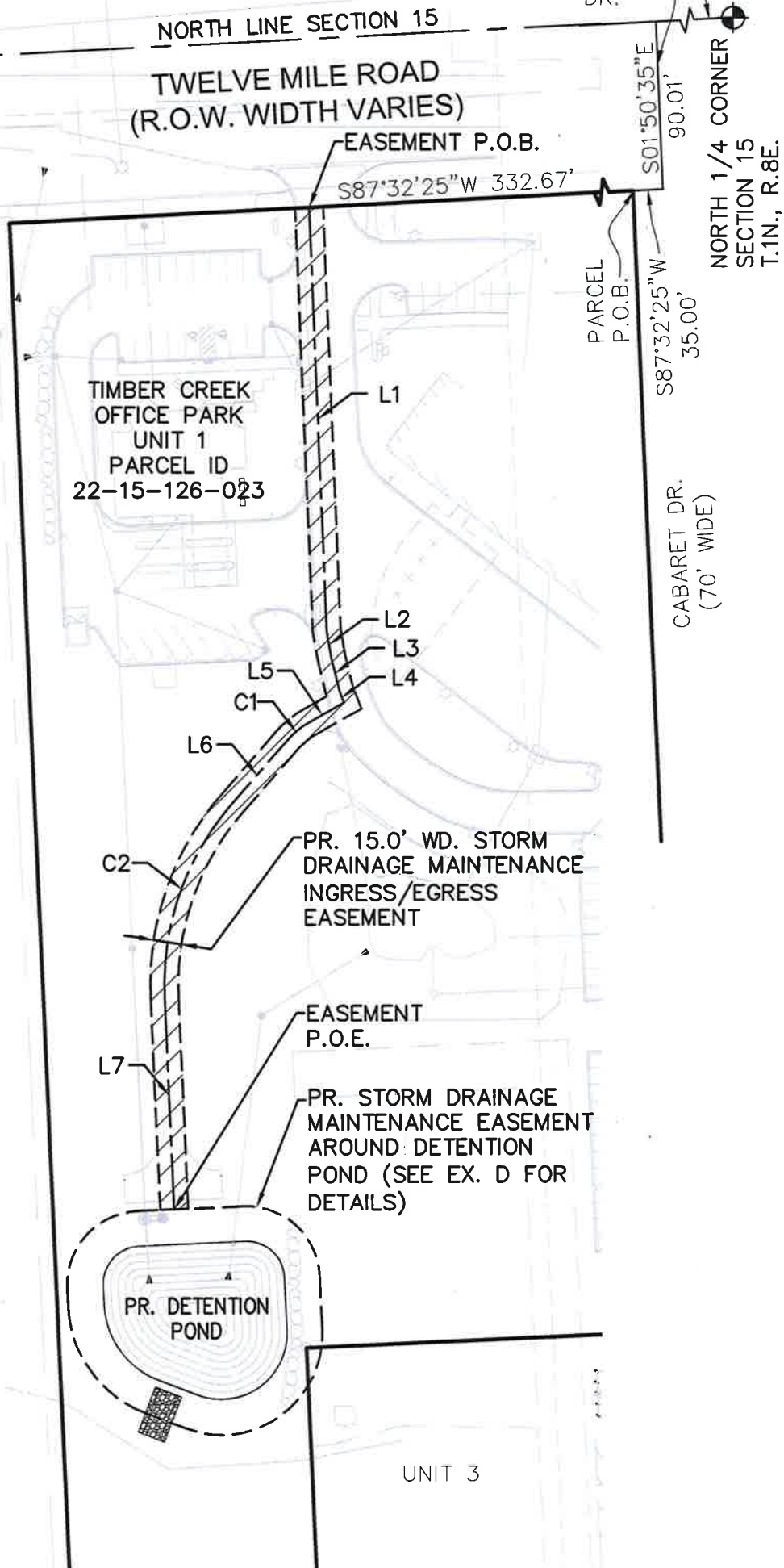


Exhibit C

STORM DRAINAGE MAINTENANCE
INGRESS & EGRESS EASEMENT SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
VIBE CREDIT UNION

SCALE
1" = 80'

DATE
11-20-20

DRAWN
CEE

JOB NO.
K911

SHEET
1 of 2



INDICATES LIMITS OF
PROPOSED STORM DRAINAGE MAINTENANCE
INGRESS & EGRESS EASEMENT

Exhibit C

STORM DRAINAGE MAINTENANCE INGRESS & EGRESS EASEMENT LINE AND CURVE TABLES AND LEGAL DESCRIPTION

Line Table		
Line #	Direction	Length
L1	S1°49'03"E	228.38
L2	S9°07'52"E	14.86
L3	S13°06'38"E	18.49
L4	S20°44'14"E	6.30
L5	S61°06'53"W	20.36
L6	S41°34'07"W	44.01
L7	S1°50'35"E	114.31

Curve Table					
Curve #	Delta	Length	Radius	Chord	Chord Distance
C1	19°32'46"	17.06'	50.00'	S51°20'29.98"W	16.97'
C2	43°24'42"	113.65'	150.00'	S19°51'45.85"W	110.95'

LEGAL DESCRIPTION - STORM DRAINAGE MAINTENANCE (INGRESS / EGRESS EASEMENT)

THE CENTERLINE OF A (15.00) FOOT WIDE INGRESS/EGRESS EASEMENT FOR STORM DRAININAGE MAINTENANCE BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, THENCE S87°32'25"W, 264.00 FEET ALONG THE NORTH LINE OF SECTION 15 TO THE CENTERLINE OF CABARET DRIVE; THENCE S01°50'35"E, 90.01 FEET TO THE SOUTHERLY 90' RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE S87°32'25"W, 35.00 FEET TO THE PARCEL POINT OF BEGINNING; THENCE S.87°32'25"W., 332.67 FEET ALONG THE PARCEL LINE TO THE EASEMENT POINT OF BEGINNING; THENCE S1°49'03"E, 228.38 FEET; THENCE S9°07'52"E, 14.86 FEET; THENCE S13°06'38"E, 18.49 FEET; THENCE S20°44'14"E, 6.30 FEET; THENCE S61°06'53"W, 20.36 FEET; THENCE 17.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS=50.00 FEET, DELTA=19°32'46", CHORD=S51°20'29.98"W, 16.97 FEET); THENCE S41°34'07"W, 44.01 FEET; THENCE 113.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=150.00 FEET, DELTA=43°24'42", CHORD=S19°51'45.85"W, 110.95 FEET); THENCE S1°50'35"E, 114.31 FEET; TO THE EASEMENT POINT OF ENDING.

SAID EASEMENT CONTAINS 8,660.94 SQUARE FEET OR 0.199 ACRES



NOWAK & FRAUS ENGINEERS
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PONTIAC, MI 48342-5032
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FAX. (248) 332-8257

PREPARED FOR:
VIBE CREDIT UNION

DATE
11-20-20

DRAWN
CEE

JOB NO.
K911

SHEET
2 of 2

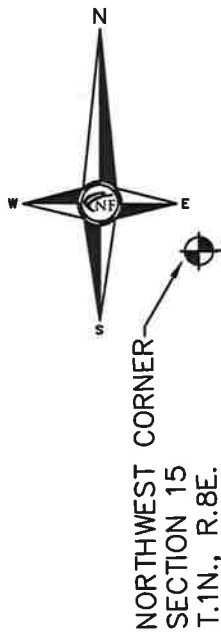
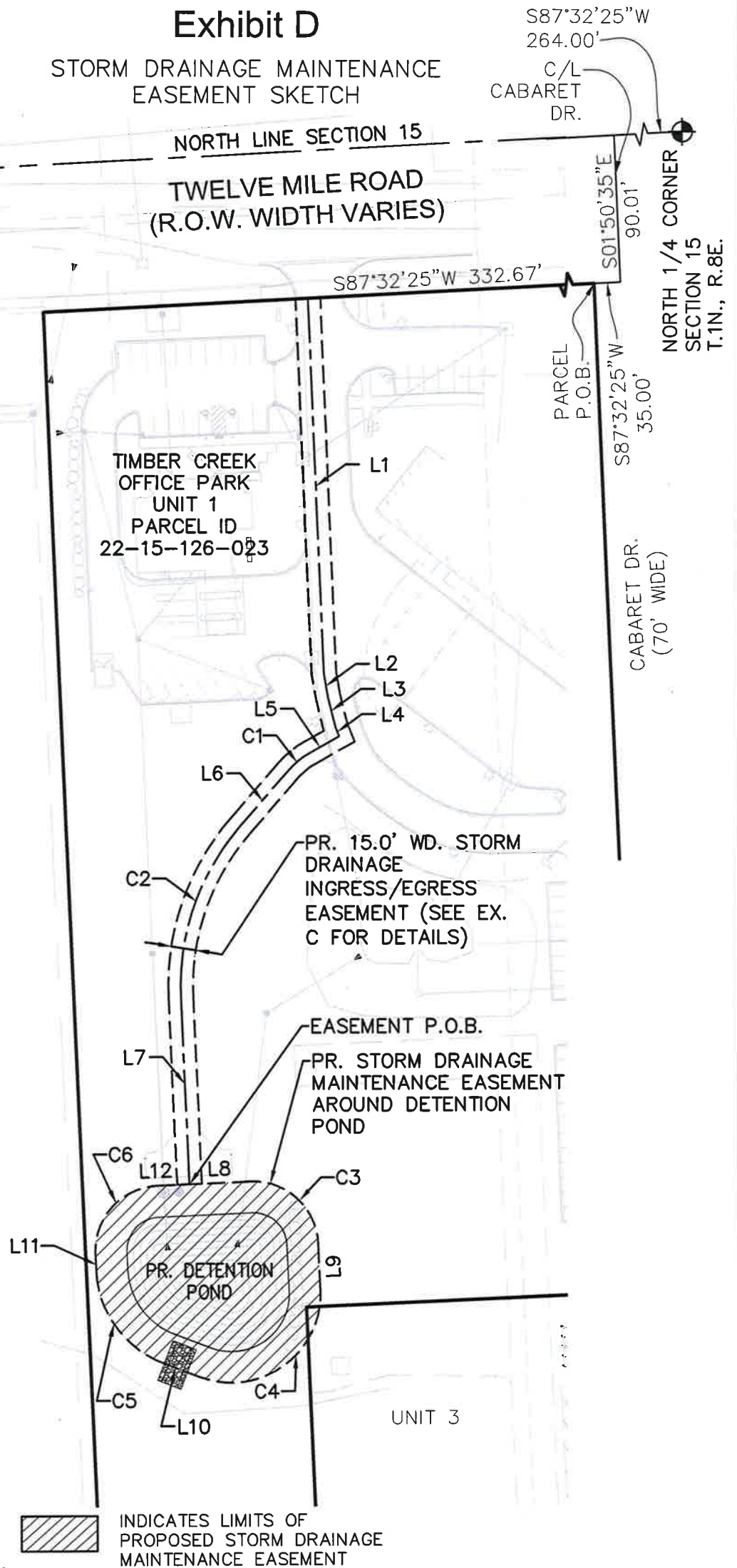


Exhibit D

STORM DRAINAGE MAINTENANCE EASEMENT SKETCH



NOWAK & FRAUS ENGINEERS
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PONTIAC, MI 48342-5032
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PREPARED FOR:
VIBE CREDIT UNION

SCALE
1" = 80'

DATE
11-20-20

DRAWN
CEE

JOB NO.
K911

SHEET
1 of 3

Exhibit D

STORM DRAINAGE MAINTENANCE EASEMENT LINE AND CURVE TABLES

Line Table		
Line #	Direction	Length
L1	S1°49'03"E	228.38
L2	S9°07'52"E	14.86
L3	S13°06'38"E	18.49
L4	S20°44'14"E	6.30
L5	S61°06'53"W	20.36
L6	S41°34'07"W	44.01
L7	S1°50'35"E	114.31

Curve Table					
Curve #	Delta	Length	Radius	Chord	Chord Distance
C1	19°32'46"	17.06'	50.00'	S51°20'29.98"W	16.97'
C2	43°24'42"	113.65'	150.00'	S19°51'45.85"W	110.95'

Line Table		
Line #	Direction	Length
L8	S88°09'25"W	37.34
L9	N1°50'35"W	29.31
L10	S68°17'58"E	22.89
L11	S1°50'35"E	11.00
L12	S88°09'25"W	19.75

Curve Table					
Curve #	Delta	Length	Radius	Chord	Chord Distance
C3	90°00'00"	61.26'	39.00'	N46°50'35.13"W	55.15'
C4	113°32'38"	107.01'	54.00'	N54°55'43.67"E	90.34'
C5	66°27'22"	74.23'	64.00'	S35°04'16.33"E	70.14'
C6	90°00'00"	61.26'	39.00'	S43°09'24.87"W	55.15'



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
VIBE CREDIT UNION

DATE
04-22-21

DRAWN
CEE

JOB NO.
K911

SHEET
2 of 3

Exhibit D

STORM DRAINAGE MAINTENANCE EASEMENT LEGAL DESCRIPTION

LEGAL DESCRIPTION - STORM DRAINAGE MAINTENANCE (DETENTION POND EASEMENT)

A STORM DRAINAGE MAINTENANCE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, THENCE S87°32'25"W, 264.00 FEET ALONG THE NORTH LINE OF SECTION 15 TO THE CENTERLINE OF CABARET DRIVE; THENCE S01°50'35"E, 90.01 FEET TO THE SOUTHERLY 90° RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE S87°32'25"W, 35.00 FEET TO THE PARCEL POINT OF BEGINNING; THENCE S.87°32'25"W., 332.67 FEET ALONG THE PARCEL LINE; THENCE S1°49'03"E, 228.38 FEET; THENCE S9°07'52"E, 14.86 FEET; THENCE S13°06'38"E, 18.49 FEET; THENCE S20°44'14"E, 6.30 FEET; THENCE S61°06'53"W, 20.36 FEET; THENCE 17.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS=50.00 FEET, DELTA=19°32'46", CHORD=S51°20'29.98"W, 16.97 FEET); THENCE S41°34'07"W, 44.01 FEET; THENCE 113.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=150.00 FEET, DELTA=43°24'42", CHORD=S19°51'45.85"W, 110.95 FEET); THENCE S1°50'35"E, 114.31 FEET; TO THE EASEMENT POINT OF BEGINNING THENCE S88°09'25"W, 37.34 FEET; THENCE 61.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=39.00 FEET, DELTA=90°00'00", CHORD=N46°50'35.13"W, 55.15 FEET); THENCE N1°50'35"W, 29.31 FEET; THENCE 107.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=54.00 FEET, DELTA=113°32'38", CHORD=54°55'43.67"E, 90.34 FEET); THENCE S68°17'58"E, 22.89 FEET; THENCE 74.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=64.00 FEET, DELTA=66°27'22", CHORD=S35°04'16.33"E, 70.14 FEET); THENCE S1°50'35"E, 11.00 FEET; THENCE 61.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=39.00 FEET, DELTA=90°00'00", CHORD=S43°09'24.87"W, 55.15 FEET); THENCE S88°09'25"W, 19.75 FEET; TO THE EASEMENT POINT OF BEGINNING.

SAID EASEMENT CONTAINS 13,856.83 SQUARE FEET OR 0.318 ACRES



NOWAK & FRAUS ENGINEERS
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PREPARED FOR:
VIBE CREDIT UNION

DATE
11-20-20

DRAWN
CEE

JOB NO.
K911

SHEET
3 of 3

June 17, 2021

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

Re: Vibe Credit Union - Acceptance Documents Review
Novi # JSP20-0014
SDA Job No. NV20-217
INITIAL DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on June 9, 2021 against the Final Site Plan (Stamping Set) approved on December 14, 2020. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Sanitary Sewer Manhole Access Easement
(executed 5-26-21: exhibit dated 11-20-20)
Exhibit Approved
2. Storm Drainage Facility / Maintenance Easement Agreement
(executed 5-26-21: exhibit dated 11-20-20)
Exhibits A, B, C, & D Approved.
3. 12 Mile R.O.W. Dedication
(executed 5-26-21: exhibit dated 4-22-21)
Exhibit Approved

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 October 14, 2020 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, EIT
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 Richardson, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi

July 11, 2022

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

Re: Vibe Credit Union
Storm Water Detention System Inspection
Novi SP No.: JSP20-0014
SDA Job No.: NV20-217

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping, detention basin(s) and outlet control structure(s) for the above mentioned project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans and recommend a full release of this financial guarantee.

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

Sincerely,

SPALDING DeDECKER

Heather Gendron

Digitally signed by Heather Gendron
DN: C=US, E=hgendron@sda-eng.com,
O=Spalding DeDecker, CN=Heather Gendron
Date: 2022.07.11 14:26:20-04'00'

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)
Anthony Taormina, Ronnisch Construction (e-mail)
SDA Job File