

Storie Lou Plaza SDFMEA

Location Map



Map Author: Adam Yako
Date: 4/25/2023
Project: Storie Lou Plaza
Version: 1.0

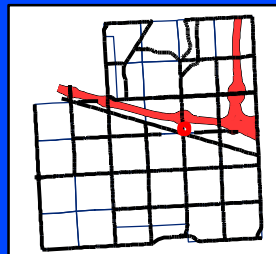
Amended By:
Date:
Department:

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.

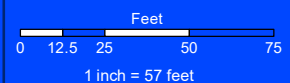
Legend

- Major Roads
- Minor Roads
- Project Parcel



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

October 11, 2021

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

Re: *Storie Lou Plaza JSP 20-0019*
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 Storie Lou Plaza 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
October 11, 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)
Christian Carroll, (w/Enclosure)
Madeleine Daniels, Planner (w/Enclosure)
Ben Peacock, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (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/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Ashley Nathan, Novi Road Retail Management, LLC (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 18 day of June, 2021, by and between Novi Road Retail, a Michigan CORPORATION, whose address is 30200 TELEGRAPH RD, SUITE 205, BINGHAM FARMS, MI 48025 (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 _ 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 7,000 SQUARE FOOT MULTI-TENANT development on the Property.
- B. The 7,000 SQUARE FOOT MULTI-TENANT 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.

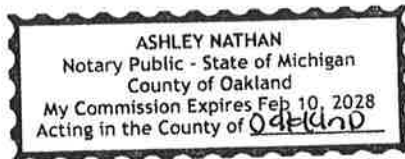
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER
NOVI ROAD RETAIL MANAGEMENT LLC


By: Gabriel Schuchman
Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16 day of June, 2021,
by Gabriel Schuchman, as the Managing Member of NOVI ROAD Retail Management LLC



Ashley Nathan
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 2/10/28

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 _____ 202__, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

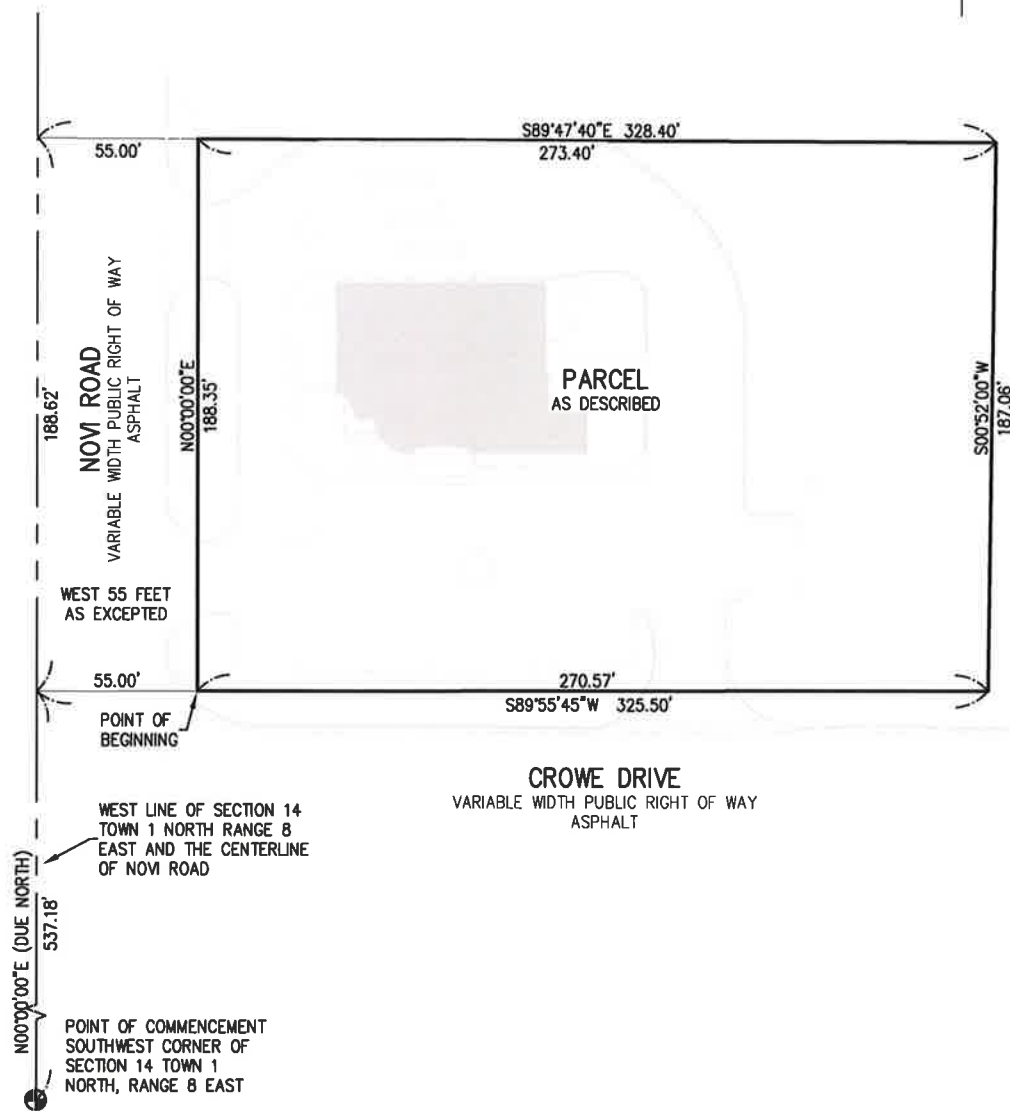
Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
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EXHIBIT A

LEGAL DESCRIPTION (TITLE COMMITMENT NO: TC13-91836)

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING ON THE WEST LINE OF SECTION 14, WHICH LINE IS ALSO THE CENTERLINE OF NOVI ROAD, 66 FEET WIDE, AT A POINT DISTANT DUE NORTH 537.18 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION 14, DUE NORTH 188.62 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 40 SECONDS EAST 328.40 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 00 SECONDS WEST 187.06 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 45 SECONDS WEST 325.50 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 55 FEET DEEDED FOR ROAD PURPOSES. SUBJECT PARCEL CONTAINS ±51,051 SQUARE FEET.



LEGAL DESCRIPTION

26222 Novi Road, Novi, Michigan

Client: Stonefield

Date: 06/28/2021

Drawn By: CLG

Scale: 1" = 50'

Project No: 3253-347

Revision No:

Page 1 of 1



LAND CONSULTING
30445 Northwestern Hwy., Suite 143
Farmington Hills, MI 48334
Phone: (248) 932-7120

EXHIBIT "B" - STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit D to the permit and includes without limitation the storm sewers, swales, catch basins, manholes, inlets, manufactured treatment system, underground detention system, flow restrictor structure and outlet pipe that conveys flow from the underground detention system into the Novi Road storm system. For the purposes of this plan, this SWMS and all of its components as shown in Exhibit D is referred to as "Storie Lou Plaza SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Novi Road Retail Management, LLC is responsible for maintaining the Storie Lou Plaza SWMS including complying with applicable requirements of the local or Oakland County soil erosion and sedimentation control program until Oakland County releases the construction permit. Long-term maintenance responsibility for the Storie Lou Plaza SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The City of Novi has assumed responsibility for long-term maintenance of Storie Lou Plaza SWMS. Novi Road Retail Management, LLC, through a maintenance agreement with the City of Novi, has agreed to perform the maintenance activities required by this plan. The City of Novi retains the right to enter the property and perform the necessary maintenance of Storie Lou Plaza SWMS if Novi Road Retail Management, LLC fails to perform the required maintenance activities.

To ensure that the Storie Lou Plaza SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit D), this plan (Exhibit B), the ingress/egress easement area (Exhibit C), and the storm drainage facility maintenance easement agreement between the City of Novi and the property owner will be recorded with the Oakland County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1							
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Inlets to Detention Basin	Underground Detention Basin	Flow Restrictor Structure & Outlet Pipe	Pavement Areas	Cost per Occurrence
Monitoring / Inspection							
Inspect for Sediment Accumulation/Clogging		X	X	X	X	Annually	\$25.00
Inspect for Floatables, Dead Vegetation & Debris		X	X	X	X	Annually & After Major Events	\$25.00
Inspect for Erosion And Integrity of System		X	X	X	X	Annually & After Major Events	\$25.00
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	Annually	\$25.00
Preventative Maintenance							
Remove Accumulated Sediments		X	X	X	X	As Needed (See Note Below)	\$50.00
Remove Floatables, Debris, Invasive & Dead Vegetation		X				As Needed	\$50.00
Sweeping of Paved Surfaces						X As Needed	\$25.00
Remedial Actions							
Repair/Stabilize Areas of Erosion		X	X	X	X	As Needed	\$200.00
Structural Repairs		X	X	X	X	As Needed	\$500.00
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	As Needed	\$200.00
<i>*Costs shown are estimated and are to be used for planning and budgeting purposes only.</i>						Total Annual Budget	\$1,125.00

NOTE: Manufactured treatment system and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

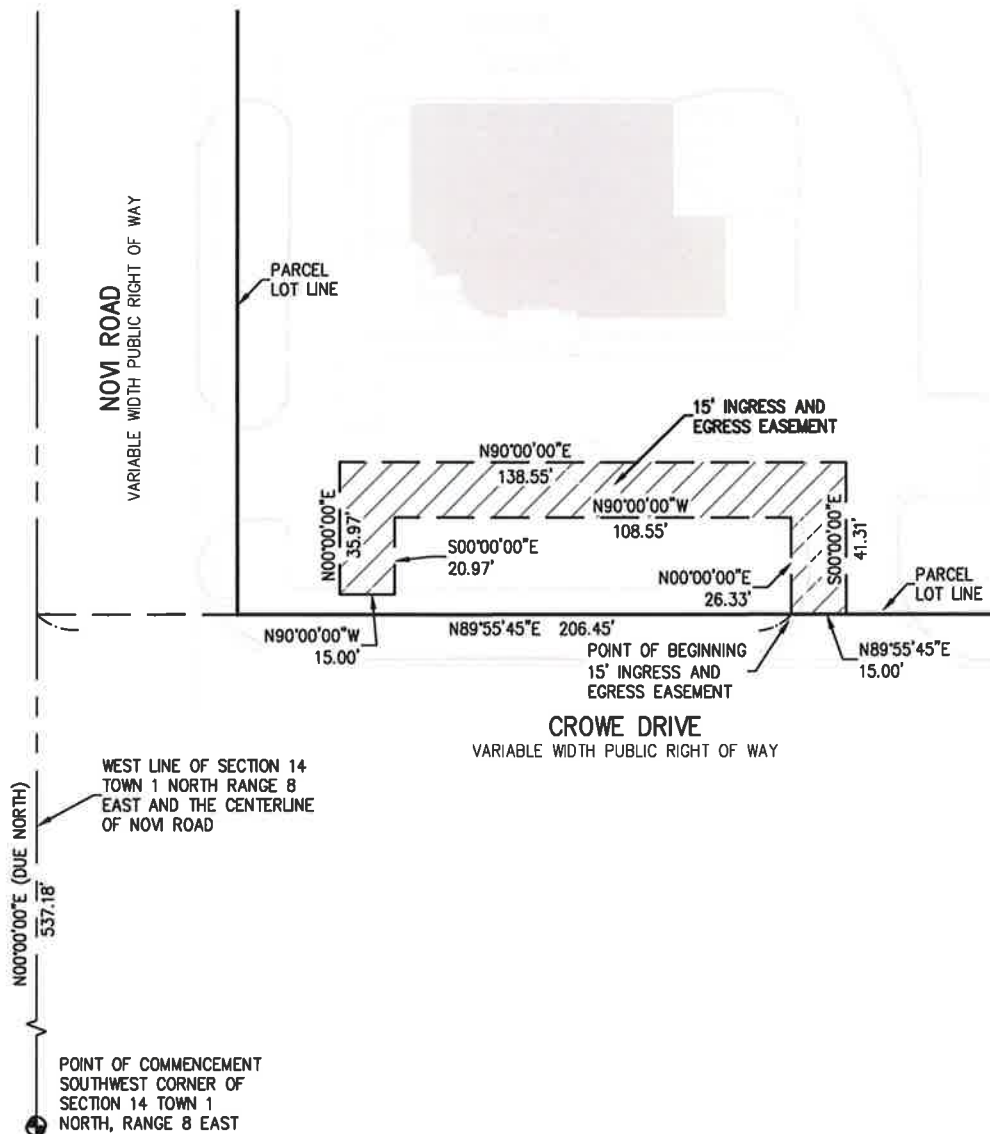
PROJECT: Storie Lou Plaza 26222 Novi Road City of Novi Oakland County, MI 48375	PROPERTY OWNER: Novi Road Retail Management LLC 30200 Telegraph Road, Suite 205 Bingham Farms, MI 48205 Phone: (248) 646-9999	ENGINEER: Stonefield Engineering & Design, LLC 607 Shelby, Suite 200 Detroit, Michigan 48226 Phone: (248) 247-1115 www.stonefieldeng.com	DATE: 06/29/2021
			SHEET 1 OF 1

EXHIBIT C

INGRESS/EGRESS EASEMENT AREA DESCRIPTION

BEING A 15 FOOT EASEMENT FOR INGRESS AND EGRESS BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE LONG THE WEST LINE OF SAID SECTION 14; NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 537.18 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, 206.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 26.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 108.55 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 20.97 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 15 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 35.97 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 138.55 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 41.31 FEET; THENCE SOUTH 89 DEGREES 55 MINUTE 45 SECONDS WEST, 15 FEET TO THE POINT OF BEGINNING CONTAINING ±2,787 SQUARE FEET.



INGRESS/EGRESS EASEMENT AREA

26222 Novi Road, Novi, Michigan

Client: Stonefield

Date: 06/28/2021

Drawn By: CLG

Scale: 1" = 40'

Project No: 3253-347

Revision No:

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LAND CONSULTING

30445 Northwestern Hwy., Suite 143

Farmington Hills, MI 48334

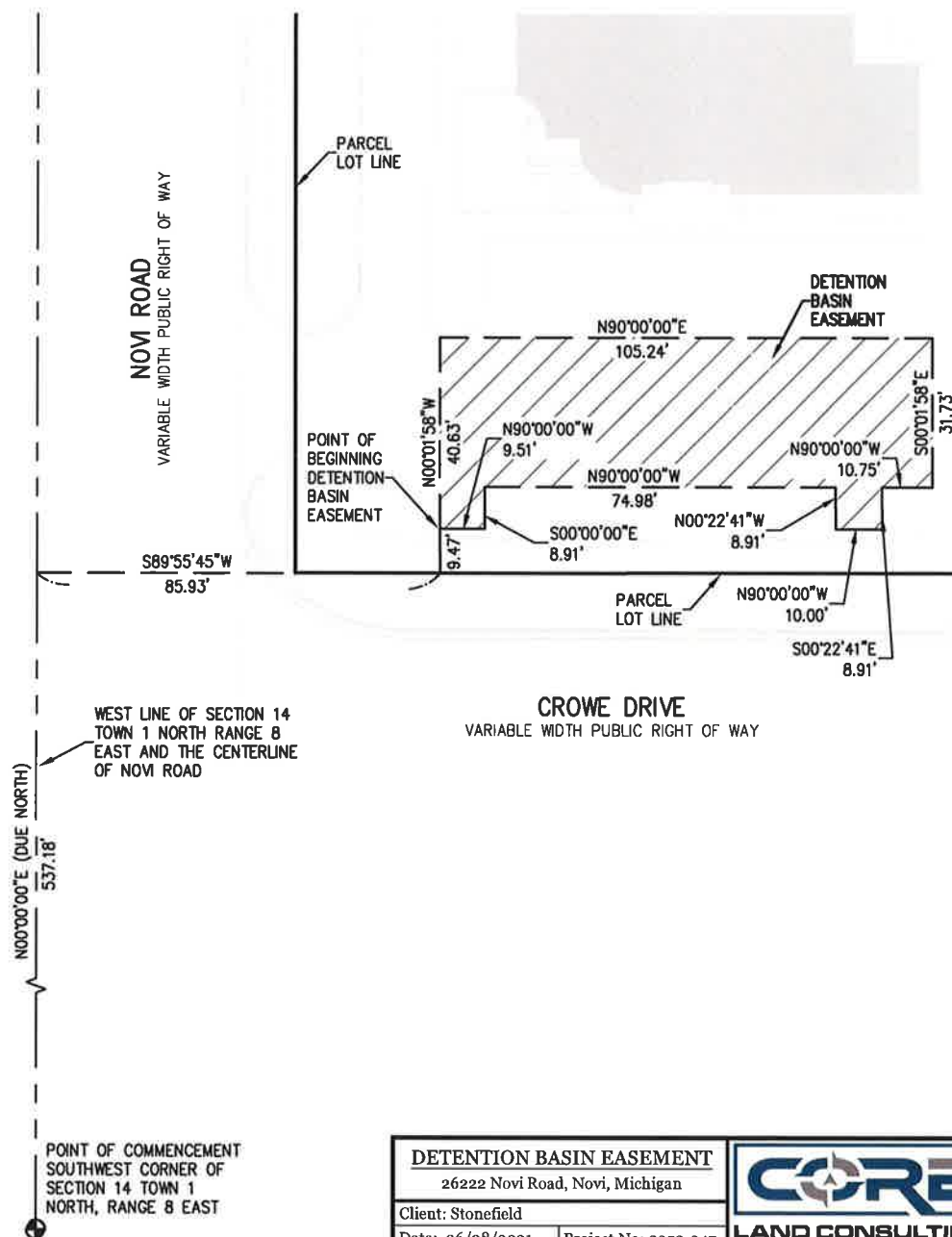
Phone: (248) 932-7120

EXHIBIT D

DETENTION BASIN EASEMENT DESCRIPTION

BEING AN EASEMENT FOR DETENTION BASIN BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE LONG THE WEST LINE OF SAID SECTION 14; NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 537.18 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, 85.93 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS WEST, 9.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS WEST, 40.63 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 105.24 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 58 SECONDS EAST, 31.73 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.75 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 41 SECONDS EAST, 8.91 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 41 SECONDS WEST, 8.91 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 74.98 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 8.91 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 9.51 FEET TO THE POINT OF BEGINNING CONTAINING ±3,513 SQUARE FEET.



DETENTION BASIN EASEMENT

26222 Novi Road, Novi, Michigan

Client: Stonefield

Date: 06/28/2021

Drawn By: CLG

Scale: 1" = 30'

Project No: 3253-347

Revision No:

Page 1 of 1



February 14, 2022

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

Re: Storle Lou - Acceptance Documents Review
Novi # JSP20-0019
SDA Job No. NV21-211
DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on February 9, 2022 against the Final Site Plan (Stamping Set) approved on July 21, 2021. We offer the following comments:

Initial Acceptance Documents:

1. Storm Drainage Facility / Maintenance Easement Agreement
(executed 06/16/2021: exhibit dated 06/28/2021)
Exhibits A, B, C, & D Approved.
2. Quit Claim Deed for Highway Easement – Novi Road
(executed 06/18/2021: exhibit dated 11/19/2021)
Exhibits 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 April 20, 2021 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, PE
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
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Ben Peacock, City of Novi

April 19, 2022

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

Re: Storie Lou Plaza
 Storm Water Detention System Inspection
 Novi SP No.: JSP20-0019
 SDA Job No.: NV21-211

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, underground detention system, and the outlet control structure 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: 2022.04.19 08:10:52-04'00'

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)
 Ashley Nathan, Alrig (e-mail)
 SDA CE Job File