



# CITY of NOVI CITY COUNCIL

**Agenda Item L**  
**June 22, 2015**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Varsity Lincoln Properties, LLC, for the Varsity Lincoln Display Lot located on the east side of Wixom Road, south of Grand River Avenue (parcel 22-17-101-029).

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

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The developer for the Varsity Lincoln Display Lot, Varsity Lincoln Properties, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the additional parking at this commercial development, located on the east side of Wixom Road, south of Grand River Avenue, as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement 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 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 property owner owns and agrees to maintain the underground storm water detention basin and pretreatment structure and is providing an access easement to these facilities. The owner is also responsible for maintaining the pipes, and manholes 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 dated December 11, 2014, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Varsity Lincoln Properties, LLC, for the Varsity Lincoln display lot located on the east side of Wixom Road, south of Grand River Avenue (parcel 22-17-101-029).

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

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

# Varsity Lincoln Display Lot

Location Map



Wixom Rd

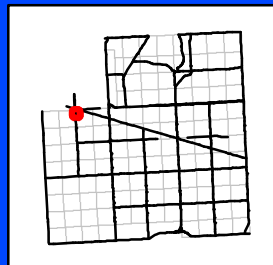
Hartwick Dr

Map Author: A. Wayne  
Date: June 1, 2015  
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 132 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

0 15 30 60 90  
Feet

1 inch = 76 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@jrslaw.com

www.johnsonrosati.com

December 11, 2014

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

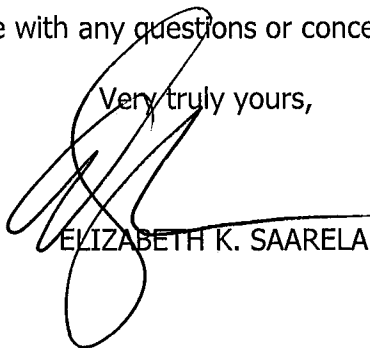
Re: **Varsity Lincoln Display Lot, JSP 13-0067**  
Storm Drainage Facility Maintenance Easement Agreement

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 Varsity Lincoln Display Lot Property. The Agreement is in the City's standard format and has been executed by the property owner, Varsity Lincoln Properties, LLC. The City's Consulting Engineer has approved the Storm Drainage Facility Maintenance Easement Agreement exhibits. The 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/ Original Enclosures)  
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)  
Adam Wayne, Construction Engineer (w/Enclosures)



Rob Hayes, Public Services Director

December 11, 2014

Page 2

Aaron Staup, Construction Engineering Coordinator (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Adam Wayne, Construction Engineer (w/Enclosures)

Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)

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

Rick Castaws, Varsity Lincoln

Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 20th day of November 2014, by and between Varsity Lincoln Properties, LLC whose address is 49251 Grand River Avenue, Novi, Michigan, 48374, (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 17 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 an Automotive Sales Display Lot on the Property.

B. The Varsity Lincoln Display Lot, shall contain certain storm drainage and detention facilities, including but not limited to, an underground detention 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 basin within the Detention Basin Easement Areas described and depicted in **Exhibit D and Exhibit E**, 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.



The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public,  
Acting in \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY:  
ELIZABETH KUDLA SAARELA  
JOHNSON, ROSATI, SCHULTZ &  
JOPPICH, P.C.  
34405 WEST TWELVE MILE ROAD,  
SUITE 200  
FARMINGTON HILLS, MI 48331-5627  
Tax Identification Number: \_\_\_\_\_

WHEN RECORDED, RETURN COPY TO:  
MARYANNE CORNELIUS, CLERK  
CITY OF NOVI  
45175 W. TEN MILE RD  
NOVI, MI 48334



**EXHIBIT A**

**The Proposed Varsity Lincoln Display Lot**

A parcel of land in the City of Novi, Oakland County, Michigan, T1N, R8E, Sec 17, part of the NW 1/4, beginning at a pt distant S 00-19-49 E 440 ft. & N 90-00-00 E 50 ft. from the NW section corner, thence N 90-00-00 E 343.13 ft., thence S 00-00-00 E 200 ft., thence S 90-00-00 W 341.97 ft., thence N 00-19-49 W 200 ft. to the point of beginning.

Tax Parcel Number 50-22-17-101-029

## EXHIBIT B

### Schedule of Annual Maintenance

#### Underground Detention Systems

Annual Estimated Cost - \$1,250

The underground systems should be inspected every 6 months for the first year of operation and at least annually thereafter.

The inlet and outlet structures and the isolator rows shall be cleaned using the jetvac process to remove sediment. The sediment shall be disposed of in a manner required by all state and local ordinances.

The weir plate in the lower deck facility shall be inspected to ensure that the orifices are not clogged.

#### Permeable Concrete Pavement

Annual Estimated Cost - \$1,000

The surface of the permeable concrete pavement shall be vacuumed to remove sediment. The sediment shall be disposed of in a manner required by all state and local ordinances.

#### Catch Basins

Annual Estimated Cost - \$1,000

All catch basin sumps shall be vacuumed to remove sediment. The sediment shall be disposed of in a manner required by all state and local ordinances.

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

GRAND RIVER AVE.



Scale 1" = 100'

NW CORNER  
SECTION 17  
T1N, R8E  
P.O.C.  
STATE PLANE  
COORDINATES  
(363232.94 N -  
13347424.86 E)

WIXOM ROAD

S00°19'49"E, 440.00'

Varsity Lincoln  
Properties, LLC  
50-22-17-101-017

WEST LINE, SECTION 17

S90°00'00"E,  
117.80'

P.O.B.  
EASEMENT

Varsity Lincoln  
Properties, LLC  
50-22-17-101-029

**20 FT WIDE STORM DRAINAGE FACILITY (INGRESS/EGRESS) EASEMENT**

An easement for ingress and egress purposes, 20 feet wide, across part of the Northwest 1/4 of Section 17, T1N, R8E, City of Novi, Oakland County, Michigan, lying 10 feet either side of the following described centerline; Commencing at the Northwest Corner of Section 17; thence S00° 19' 49"E, 191.25 feet along the West line of Section 17; thence S90° 00' 00"E, 60.00 feet to the point of beginning of the following describe centerline; thence S90°00'00"E, 105.42 feet; thence S00° 00' 00"W, 186.56 feet; thence S48° 54' 53"W, 61.27 feet; thence S00° 00' 00"W, 170.25 feet; thence S90° 00' 00"E, 218.71 feet; thence S00° 00' 00"W, 51.67 feet to the Point of Ending.

60' R.O.W.

S00°00'00"W,  
148.33'

S90°00'00"E,  
218.71'

S00°00'00"W,  
51.67'

P.O.E.  
EASEMENT



3135 PINE TREE ROAD  
SUITE D  
LANSING, MI 48911  
PH. (517) 393-2802  
FAX (517) 393-2808

PREPARED FOR:

Varsity Lincoln Properties, LLC  
49251 GRAND RIVER AVENUE  
NOVI, MICHIGAN 48374

REVISED: OCTOBER 15, 2014

**STORM DRAINAGE FACILITY EASEMENT  
EXHIBIT C**

FOR  
Varsity Lincoln Display Lot  
NW 1/4 SECTION 17, T1N, R8E  
NOVI, MICHIGAN 48378

FILE EASEMENT\_EXHIBITS.DWG

DESIGNED BY: GKL

DRAWN BY: GKL

CHECKED BY: VSE

DATE: DEC. 18, 2013

SCALE

HOR. 1" = 100'

VERT. N/A

PROJECT NO.

1404

SHEET NO.

EXHIBIT C

**GRAND RIVER AVE.**



Scale 1" = 100'



NW CORNER  
SECTION 17  
T1N, R8E  
P.O.C.  
STATE PLANE  
COORDINATES  
(363232.94 N -  
13347424.86 E)

**WIXOM ROAD**

S00°19'49"E, 440.00'

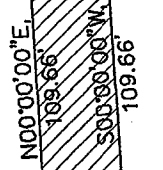
VARSITY LINCOLN  
PROPERTIES, LLC  
50-22-17-101-017

WEST LINE, SECTION 17

S90°00'00"E,  
94.03'

P.O.B.  
EASEMENT

S90°00'00"E,  
43.90'



VARSITY LINCOLN  
PROPERTIES, LLC  
50-22-17-101-029

**STORM WATER DETENTION EASEMENT**  
Part of the Northwest 1/4 of Section 17,  
T1N, R8E, City of Novi, Oakland County,  
Michigan, being more particularly  
described as follows; Commencing at the  
Northwest Corner of Section 17; thence  
S00° 19' 49"E, 440.00 feet along the  
West line of Section 17; thence  
S90°00'00E, 94.03 feet; thence S00° 00'  
00"W, 22.50 feet to the Point of  
Beginning of the easement to be  
described; thence S90°00'00E, 43.90 feet;  
thence S00° 00' 00"W, 109.66 feet;  
thence N90° 00' 00"W, 43.90 feet;  
thence N00° 00' 00"E, 109.66 to the  
Point of Beginning.

FILE: L:\1404 (VARSITY LINCOLN)\V19 PLANS\EASEMENT EXHIBITS.DWG - PLOT DATE: 10/15/2014 4:38 PM BY: Gregory Lamkin SCALE: 1:1

**ZSG**  
Engineers  
& Surveyors

3135 PINE TREE ROAD  
SUITE D  
LANSING, MI 48911  
PH. (517) 393-2802  
FAX (517) 393-2808

PREPARED FOR:

**VARSITY LINCOLN PROPERTIES, LLC**  
49251 GRAND RIVER AVENUE  
NOVI, MICHIGAN 48374

REVISED: OCTOBER 15, 2014

**STORM DRAINAGE FACILITY EASEMENT  
EXHIBIT D**  
FOR  
**VARSITY LINCOLN DISPLAY LOT**  
NW 1/4 SECTION 17, T1N, R8E  
NOVI, MICHIGAN 48376

FILE: EASEMENT EXHIBITS.DWG

DESIGNED BY: SKL  
DRAWN BY: SKL  
CHECKED BY: VSF  
DATE: DEC. 19, 2013

SCALE  
HOR: 1" = 100'  
VERT: N/A

PROJECT NO.  
**1404**

SHEET NO.  
**EXHIBIT D**

GRAND RIVER AVE.



Scale 1" = 100'



NW CORNER  
SECTION 17  
T1N, R8E  
P.O.C.  
STATE PLANE  
COORDINATES  
(363232.94 N -  
13347424.86 E)

WIXOM ROAD

S00°19'49"E, 440.00'

VARSITY LINCOLN  
PROPERTIES, LLC  
50-22-17-101-017

WEST LINE, SECTION 17

S90°00'00"E,  
166.08'

S90°00'00"W,  
99.56'

VARSITY LINCOLN  
PROPERTIES, LLC  
50-22-17-101-029

P.O.B.  
EASEMENT

S90°00'00"E,  
25.35'

60° R.O.W.

N00°00'00"E,  
91.84'

S00°00'00"W,  
91.84'

N90°00'00"W,  
25.35'

**STORM WATER DETENTION EASEMENT**  
Part of the Northwest 1/4 of Section 17,  
T1N, R8E, City of Novi, Oakland County,  
Michigan, being more particularly  
described as follows; Commencing at the  
Northwest Corner of Section 17; thence  
S00° 19' 49"E, 440.00 feet along the  
West line of Section 17; thence S90° 00'  
00"E, 166.08 feet; thence S00° 00' 00"W,  
99.56 feet to the Point of Beginning of  
the easement to be described; thence  
S90° 00' 00"E, 25.35 feet; thence S00°  
00' 00"W, 91.84 feet; thence N90° 00'  
00"W, 25.35 feet; thence N00° 00' 00"E,  
91.84 to the Point of Beginning.

FILE: L:\1404 (VARSITY LINCOLN)\CA\PLANS\EASEMENT EXHIBITS.DWG - PLOT DATE: 10/16/2014 4:38 PM BY: Gregory Lemkin SCALE: 1:1

**ZSG**  
Engineers  
& Surveyors

3135 PINE TREE ROAD  
SUITE D  
LANSING, MI 48911  
PH. (517) 393-2802  
FAX (517) 393-2808

PREPARED FOR:

VARSITY LINCOLN PROPERTIES, LLC  
40251 GRAND RIVER AVENUE  
NOV, MICHIGAN 48374

REVISED: OCTOBER 15, 2014

**STORM DRAINAGE FACILITY EASEMENT  
EXHIBIT E**  
FOR  
**VARSITY LINCOLN DISPLAY LOT**  
NW 1/4 SECTION 17, T1N, R8E  
NOV, MICHIGAN 48376

FILE: EASEMENT EXHIBITS.DWG

DESIGNED BY: GKL  
DRAWN BY: GKL  
CHECKED BY: WSF  
DATE: DEC 18, 2015

SCALE:  
HOR: 1" = 100'  
VERT: N/A

PROJECT NO:  
**1404**

SHEET NO:  
**EXHIBIT E**



May 29, 2015

Mr. Adam M. Wayne  
Construction Engineer  
Department of Public Services  
Field Services Complex – Engineering Division  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Varsity Lincoln Parking Lot Expansion  
Storm Water Detention System Inspection**  
Novi SP No.: JSP13-0067  
SDA Job No.: NV14-214

Dear Mr. Wayne:

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 ASSOCIATES, INC.**

Ted Meadows  
Project Manager

cc: Aaron Staup, City of Nov – Construction Engineering Coordinator (e-mail)  
Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)  
Sheila Weber, City of Novi – Bond Coordinator (e-mail)  
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)  
Joe Shelton, City of Novi – Fire Marshall (e-mail)  
Rick Castanos, Varsity Lincoln (email)  
SDA CE Job File