



CITY of NOVI CITY COUNCIL

Agenda Item C
November 14, 2016

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Grand Beck Partners LLC for the Citygate Marketplace commercial project located on Parcel 22-16-176-033 east of Beck Road between Grand River Avenue and Interstate 96.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: *PA*

BACKGROUND INFORMATION:

The developer for Citygate Marketplace, Grand Beck Partners LLC, requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the Citygate Marketplace project, located east of Beck Road between Grand River Avenue and Interstate 96.

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 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 October 11, 2016, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Grand Beck Partners LLC for the Citygate Marketplace commercial project located on Parcel 22-16-176-033 east of Beck Road between Grand River Avenue and Interstate 96.

	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				

Citygate Marketplace

Location map



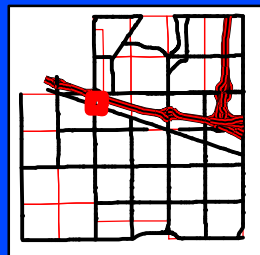
Citygate Marketplace

Map Author: Rasha Majzoub
Date: 10/13/2016
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 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 45 90 180 270
Feet
1 inch = 246 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.jrsjlawi.com

October 11, 2016

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

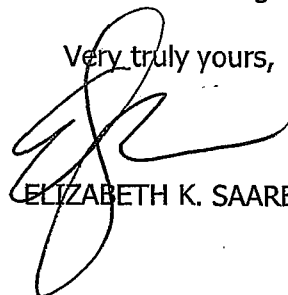
**Re: Citygate Marketplace JSP15-73
Storm Drainage Facility Maintenance Easement Agreement**

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 Citygate Marketplace 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,



ELIZABETH K. SAARELA

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)

Rob Hayes, Public Services Director
October 11, 2016
Page 2

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Rachel Smith, PEA, Inc. (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 201__, by and between Grand Beck Partners, a Michigan Limited Liability Company, whose address is 4036 Telegraph Road, Suite 205, Bloomfield Hills, MI 48303 (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 16 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 commercial development on the Property.
- B. The commercial development, shall contain certain storm drainage and detention facilities, including but not limited to, storm sewer pipe and structures and an underground stormwater detention system, for the collection, conveyance, storage, treatment and 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 and detention facilities 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 D.

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 and detention 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 Maintenance Access Easement Area as described and depicted in **Exhibits B and 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 system within the Maintenance Access Easement Area, 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.

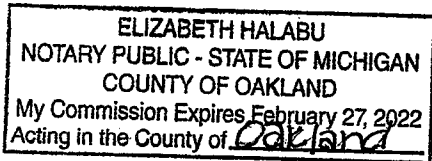
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER
Grand Beck Partners, LLC
Doraid Markus
By: Doraid Markus
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 20 day of Sept, 2016 by Doraid Markus, as the Manager of Grand Beck Partners, LLC

Elizabeth Halabu
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 2-27-2022



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: Cortney Hanson, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375
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EXHIBIT "A"
PARCEL NO. 22-16-176-033

LEGAL DESCRIPTION

(Per First American Title Insurance Company, Commitment No. 672327, Revision A Date Printed July 31, 2014)

PARCEL NO. 22-16-176-033

The land referred to in this Commitment, situated in the County of Oakland, City of Novi, State of Michigan, is described as follows:

Part of the Northwest of Section 16, Village of Novi, Oakland County, Michigan, described as: Beginning at the East line of Beck Road distant South 00 degrees 36 minutes West 1213.9 feet and South 76 degrees 22 minutes East 72.52 feet from the Northwest corner of Section 16; thence North 4 degrees 22 minutes East 30.33 feet; thence South 76 degrees 22 minutes East along the center line of 60 feet road, 418.44 feet; thence South 00 degrees 36 minutes West 274.10 feet; thence North 70 degrees 53 minutes 34 seconds West 441.76 feet; thence North 00 degrees 36 minutes East 54.65 feet; thence Northerly 144.25 feet, along a curve to the right at radius 1,096.82 feet to the Point of Beginning, EXCEPT the Northerly 30 feet thereof, to be used for road.

SURVEYED AS:

A part of the Northwest of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan. More particularly described as commencing at the Northwest corner of said Section 16; thence South 00 degrees 36 minutes 00 seconds West, 1213.98 feet, along the West line of said Section 16; thence South 76 degrees 22 minutes 00 seconds East, 71.75 feet, to the Easterly right of way line of Beck Road (variable width right of way), and the Point of Beginning; thence continuing South 76 degrees 22 minutes 00 seconds East, 420.72 feet; thence South 00 degrees 36 minutes 00 seconds West, 243.22 feet; thence North 70 degrees 50 minutes 10 seconds West, 442.20 feet, to the Easterly right of way line of said Beck Road; thence North 00 degrees 30 minutes 18 seconds East, 54.04 feet, along the Easterly right of way line of said Beck Road; thence 143.69 feet, along a curve to the right, said curve having a radius of 1096.28 feet, a central angle of 07 degrees 30 minutes 36 seconds and chord bearing and distance of North 04 degrees 21 minutes 18 seconds East, 143.59 feet, along the Easterly right of way line of said Beck Road, to the Point of Beginning.

EXCEPT:

Part of the Northwest 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being further described as follows: Commencing at the Northwest corner of said section; thence South 00 degrees 36 minutes 01 seconds West 1,352.13 feet, along the West section line; thence South 70 degrees 50 minutes 10 seconds East 64.36 feet to a point on the Easterly line of Beck Road (variable right of way width) and the Point of Beginning; thence continuing South 70 degrees 50 minutes 10 seconds East 200.00 feet; thence South 00 degrees 36 minutes 00 seconds West 55.00 feet; thence North 70 degrees 50 minutes 10 seconds West 200.00 feet, to the Easterly line of Beck Road; thence along said Easterly line North 00 degrees 36 minutes 00 seconds East 54.04 feet; thence along the arc of a curve to the right an arc distance of 0.96 feet, said curve having a radius of 1,096.28 feet, chord bearing and distance of North 00 degrees 35 minutes 57 seconds East 0.96 feet and central angle of 02 degrees 00 minutes 43 seconds, to the Point of Beginning.

ALSO DESCRIBED FOR TAX PURPOSES AS FOLLOWS:

Town 1 North, Range 8 East, Section 16 part of Northwest 1/4 beginning at point distant South 00 degrees 36 minutes 01 minutes West 1213.98 feet and South 76 degrees 21 minutes 59 seconds East 72.21 feet from Northwest section corner, thence South 76 degrees 21 minutes 59 seconds East 420.26 feet, thence South 00 degrees 36 minutes 01 seconds West 243.22 feet, thence North 70 degrees 50 minutes 08 seconds West 241.76 feet, thence North 00 degrees 36 minutes 00 seconds East 55 feet, thence North 70 degrees 50 minutes 10 seconds West 200 feet, thence along curve to right, radius 1096.28 feet, chord bears North 04 degrees 21 minutes 18 seconds East 142.66 feet, distance of 142.76 feet to beginning.



PEA, Inc.

2430 Rochester Ct, Ste 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT:
GRAND BECK PARTNERS, LLC
4036 TELEGRAPH RD, SUITE 205
BLOOMFIELD HILLS, MI 48301

SCALE: 1"= 60'

JOB No: 2014-162

DATE: 5-3-16

DWG. No: 1 of 4

EXHIBIT "B"
MAINTENANCE ACCESS EASEMENT
FOR DETENTION SYSTEM

LEGAL DESCRIPTION

(Per PEA, Inc.)

MAINTENANCE ACCESS EASEMENT FOR DETENTION SYSTEM

A variable width maintenance access easement for detention system over Part of Parcel No. 22-16-176-033, being part of the Northwest 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as: Commencing at the Northwest corner of said Section 16; thence along the west line of said Section 16, S00°36'01"W, 1213.98 feet; thence S76°21'59"E, 72.21 feet to the Easterly line of Beck Road (variable width); thence continuing S76°21'59"E, 274.87 feet to the Point of Beginning; thence continuing S76°21'59"E, 25.00 feet; thence S13°38'01"W, 161.50 feet; thence S76°21'59"E, 27.00 feet; thence N13°38'01"E, 149.72 feet; thence S76°21'59"E, 85.43 feet; thence S13°38'01"W, 180.09 feet; thence N76°21'59"W, 137.43 feet; thence N13°38'01"E, 191.88 feet to the Point of Beginning.



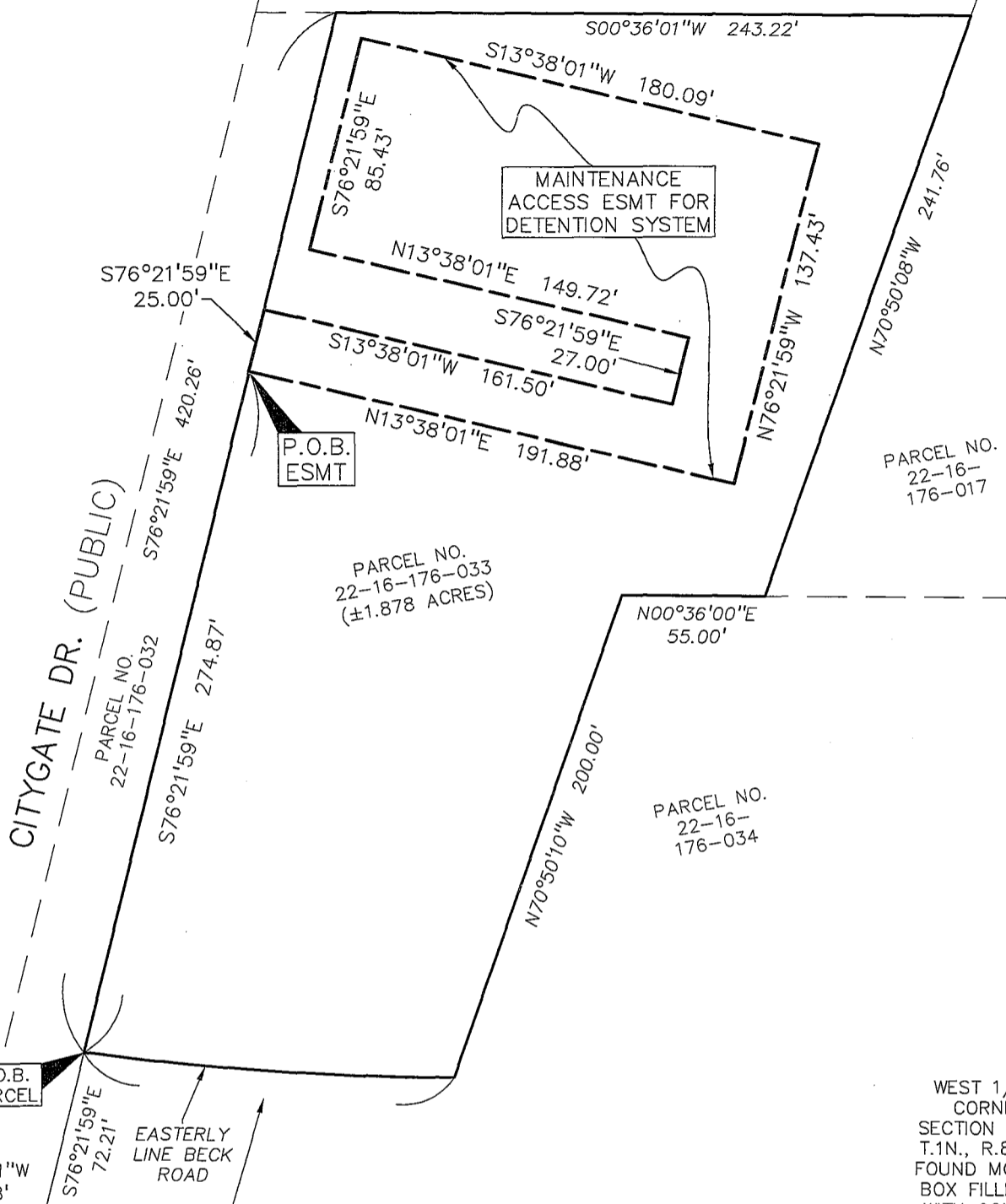
PEA, Inc.

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f: 248.689.1044
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CLIENT: GRAND BECK PARTNERS, LLC 4036 TELEGRAPH RD, SUITE 205 BLOOMFIELD HILLS, MI 48301	SCALE: 1"= 60'	JOB No: 2014-162
	DATE: 5-3-16	DWG. No: 2 of 4

EXHIBIT "C"
SKETCH OF MAINTENANCE ACCESS
EASEMENT FOR DETENTION SYSTEM

PARCEL NO.
22-16-176-031



S00°36'01"W
1213.98'

S76°21'59"E
72.21'

EASTERLY
LINE BECK
ROAD

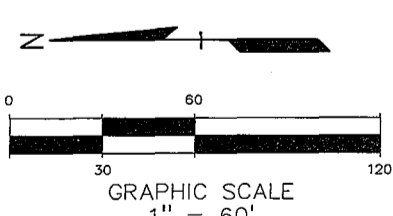
WEST LINE SECTION 16
S00°36'01"W 2635.69'(C)

WEST 1/4
CORNER
SECTION 16
T.1N., R.8E.
FOUND MON
BOX FILLED
WITH CONC

NORTHWEST
CORNER
SECTION 16
T.1N., R.8E.

ARC = 142.76'
 RADIUS = 1096.28'
 DELTA = 07°27'40"
 CHORD = 142.66'
 CH. BRG. = N04°21'18"E

BECK ROAD
(VARIABLE WIDTH - PUBLIC)



PEA, Inc.
 2430 Rochester Ct, Ste 100
 Troy, MI 48063-1872
 t: 248.689.9090
 f: 248.689.1044
 www.peainc.com

CLIENT:
GRAND BECK PARTNERS, LLC
 4036 TELEGRAPH RD, SUITE 205
 BLOOMFIELD HILLS, MI 48301

SCALE: 1" = 60'
 DATE: 5-3-16

JOB No: 2014-162
 DWG. No: 3 of 4

EXHIBIT "D"
SCHEDULE OF MAINTENANCE FOR
DETENTION SYSTEM

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION (RESPONSIBILITY OF CONTRACTOR)							
TASKS	COMPONENTS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet castings	Outlet Control Structure	Underground Detention System	SCHEDULE
Inspect for accumulated sediment		X	X	X	X	X	Weekly
Removal of accumulated sediment		X	X	X	X	X	As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect for floatables and debris		X	X	X	X	X	Quarterly
Remove floatables and debris		X	X	X	X	X	As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect for site erosion							Weekly
re-establish vegetation in eroded areas							As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect storm water system and components during wet weather and compare to plans				X	X	X	As required and at project turn over
Make adjustments or replacements as determined by annual wet weather inspection.				X	X	X	As required
Keep copies of all storm water operator reports and make available to City of Novi Personnel							Annually
Pavement sweeping							Weekly or as required

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE POST CONSTRUCTION (RESPONSIBILITY OF OWNER/ OWNER'S SITE MAINTENANCE PROVIDER)							ESTIMATED ANNUAL BUDGET			
TASKS	COMPONENTS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet castings	Outlet Control Structure	Underground Detention System	SCHEDULE	1st year	2nd year	3rd year
Inspect for accumulated sediment		X	X	X	X	X	Annually	\$75	\$75	\$75
Removal of accumulated sediment		X	X	X	X	X	Annually first 2 years, then as required	\$500	\$500	\$0
Inspect for floatables and debris		X	X	X	X	X	Annually	\$75	\$75	\$75
Remove floatables and debris		X	X	X	X	X	Annually	\$100	\$50	\$50
Inspect for site erosion							Annually	\$75	\$75	\$75
re-establish vegetation in eroded areas							Annually	\$400	\$200	\$200
Inspect storm water system and components during wet weather and compare to as-built plans (by professional engineer, reporting to maintenance financing company)				X	X	X	Annually	\$125	\$125	\$125
Make adjustments or replacements as determined by annual wet weather inspection.				X	X	X	As required	\$150	\$0	\$250
Keep records of all inspections and maintenance activities and make available to City of Novi Personnel							Annually	\$0	\$0	\$0
TOTAL BUDGET:								\$1500	\$1100	\$850



PEA, Inc.

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CLIENT: GRAND BECK PARTNERS, LLC 4036 TELEGRAPH RD, SUITE 205 BLOOMFIELD HILLS, MI 48301	SCALE: 1"= 60'	JOB No: 2014-162
	DATE: 5-3-16	DWG. No: 4 of 4