

CITY OF NOVI CITY COUNCIL MARCH 8, 2021

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement

from Hexagon Metrology, Inc. for Beck North Unit 57 located north of Hexagon Way and east of Hudson Drive (parcel 50-22-04-151-037).

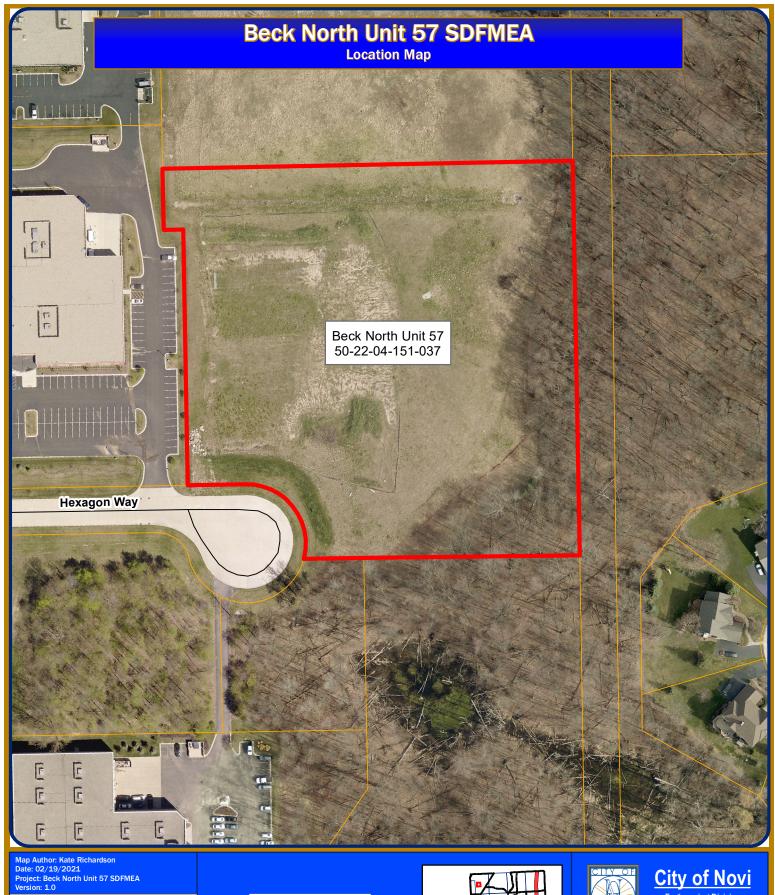
SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: Hexagon Metrology, Inc. requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned onsite storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, December 19, 2019) and the City Engineering consultant (Spalding DeDecker, December 10, 2019), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Hexagon Metrology, Inc. for Beck North Unit 57 located north of Hexagon Way and east of Hudson Drive (parcel 50-22-04-151-037).



Amended By: Date: Department:

MAP INTERPRETATION NOTICE

Legend Subject Parcel





City of Novi

Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

1 inch = 123 feet



ELIZABETH KUDLA SAARELA esaarela@rsjalaw.com

esadi ela e i sjalawicom

27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 P 248.489.4100 | F 248.489.1726 rsjalaw.com



December 19, 2019

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

Re: Beck North Unit 57 fka Unit 54 JSP 16-36

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 Beck North, Unit 57. 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

Enclosures

Jeffrey Herczeg, Director of Public Works City of Novi December 19, 2019 Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)

Charles Boulard, Community Development Director (w/Enclosures)

Barb McBeth, City Planner (w/Enclosures)

Sri Komaragiri, Planner (w/Enclosures)

Lindsay Bell, Planner (w/Enclosures)

Madeleine Kopko, Planning Assistant (w/Enclosures)

Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)

Ben Croy, City Engineer (w/Enclosures)

Victor Boron, Civil Engineer (w/Enclosures)

Rebecca Runkel, Staff Engineer (w/Enclosures)

Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)

Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)

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

Glenn E. Jones, Dembs Development (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 27 day of September, 2019, by and between Hexagon Metrology, Inc., a Delaware corporation, whose address is 250 Circuit Drive, North Kingstown, Rhode Island 02852, (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 4 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 light industrial development on the Property.
- B. The light industrial development, shall contain certain storm drainage facilities, including but not limited to, an oil/gas separator, 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 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 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 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 Areas 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 Oil/Gas Separator within the Oil/Gas Separator 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 forth.	this Agreement as of the day and year first above set
STATE OF GEORGIA) COUNTY OF GWINNEH) The foregoing instrument was acknowledged by Collin A. Webb as	OWNER Hexagon Metrology, Inc., a Delaware corporation By: Collin Colli
	Notary Public Acting in Gwione H County, My Commission Expires: CITY OF NOVI A Municipal Corporation
	By: Its:
STATE OF MICHIGAN)) ss. COUNTY OF OAKLAND)	
	acknowledged before me on thisday of, on behalf of the City of Novi, a

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

Municipal Corporation.

Drafted by: Max A. Mittleman Jaffe, Raitt, Heuer & Weiss 27777 Franklin Road, Suite 2500 Southfield, MI 48034 And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375

EXHIBIT A

PARCEL DESCRIPTION: UNIT 57 OF "BECK NORTH CORPORATE PARK", AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN, AS AMENDED, AND MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF HUDSON DRIVE (60 FEET WIDE) AND NADLAN DRIVE (60 FEET WIDE), "BECK NORTH CORPORATE PARK", AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN, AS AMENDED; THENCE S89'52'29"E 374.92 FEET TO THE POINT OF BEGINNING; THENCE NO0'07'30"E 327.45 FEET; THENCE N89'52'29"W 25.02 FEET; THENCE N00'07'31"E 78.25 FEET; THENCE S89'59'55"E 149.90 FEET; THENCE N89'59'56"E 375.40 FEET; THENCE S00'05'57"W 505.56 FEET; THENCE N89'34'14"W 353.50 FEET; THENCE 140.48 FEET ALONG A CURVE TO THE LEFT, RADIUS 76.00 FEET, CHORD BEARING N36'55'19"W 121.32 FEET; THENCE N89'52'29"W 73.92 FEET TO THE POINT OF BEGINNING, CONTAINING 5.53 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



46892 WEST ROAD SUITE 109 NOVI, MICHIGAN 48377 (248) 926-3701 (BUS) (248) 926-3765 (FAX)

114		RE	V. 4/19/201
	CLIENT:	DATE:	12/18/201
	DEMBS DEVELOPMENT, INC.	DRAWN BY:	TTP
	EXHIBIT A	CHECKED B	Y: TG
	EXHIBIT A	0	
	BECK NORTH CORPORATE PARK - UNIT 57 SECTION: 4 TOWNSHIP: 1 N RANGE: 8 E	FBK:	1
	CITY OF NOVI OAKLAND COUNTY	CHF:	' ;
	MICHIGAN	SCALE HOP	₹ 1"= - FT.

EXHIBIT B MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION

	Storm Sewer	Calch Basin	Catch Basin	Channels	Oil / Gas	
Tasks	System	Sumps	Inlet Castings	& Swales	Separator	Schedule
Inspect for sediment accumulation	X	X	X	Х	X	Weekly
Removal of sediment accumulation	Х	X		X	X	As needed & prior to turnover
Inspect for floatables and debris		X	X	X	X	Quarlerly
Cleaning of floatables and debris		X	X	X	X	Quarterly & at turnover
Inspection for erosion				Х		Weekly
Re-establish permanent vegetation on				X		As needed & prior to turnove
eroded slopes						
Wet weather inspection of structural	Х			X	X	As needed & at lurnover
elements, (including inspection for sediment accumulation in detention						
basins) with as-built plans in hand.						
These should be carried out by a						
professional engineer						
Make adjustments or replacements as	X			Х	Х	As needed
determined by wet weather inspection						

PERMANENT MAINTENANCE TASKS AND SCHEDULE

1 - 1-1	MANTENT	MAILTILIT	MITOL ING	INO MIND	COLLEGE	To be
	Storm Sewer	Catch Basin	Catch Basin	Channels	Oil / Gas	
Tasks	System	Sumps	Inlet Castings	& Swales	Separator	Schedule
Inspect for sediment accumulation	X	X	X	X	X	Annually
Removal of sediment accumulation	X	X		Х	X	Every 2 years as needed
Inspect for floatables and debris		×	X	X	Х	Annually
Cleaning of floatables and debris		X	X	X	X.	Annually
Inspection for erosion				X		Annually
Re-establish permanent vegetation on eroded slopes				X		As needed
Wet weather inspection of structural	X			Х	×	Annually
elements, (including Inspection for						
sediment accumulation in detention						
basins) with as-built plans in hand. These should be carried out by a						
professional engineer						
Make adjustments or replacements as	X			X	X	As needed
determined by wet weather inspection						V 21700
Keeo records of all Inspections and						Annually
maintenance activities						
Keep records of all costs for						Annually
nspections, maintenance, and repairs						

Maintenance Plan Budget	YR 1	YR 2	YR 3
Annual inspection for sediment	5100	\$100	\$100
accumulation			
Removal of sediment every 2 years	\$1250	\$1250	\$1250
as needed			
Inspect for floatables and debris	\$100	\$100	\$100
annually and as needed			
Removal of floatables and debris	\$750	\$750	\$750
annually and as needed			
Inspect system for erosion annually	\$100	\$100	\$100
and as needed			
Re-establish permanent vegetation	\$500	\$500	\$500
on eroded slopes as needed			
Total annual budget	\$2,800	\$2,800	\$2,800

NOTE:

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.



46892 WEST ROAD SUITE 109 NOVI, MICHIGAN 48377 (248) 926-3701 (BUS) (248) 926-3765 (FAX)

LIEN	T:			

DEMBS DEVELOPMENT, INC.

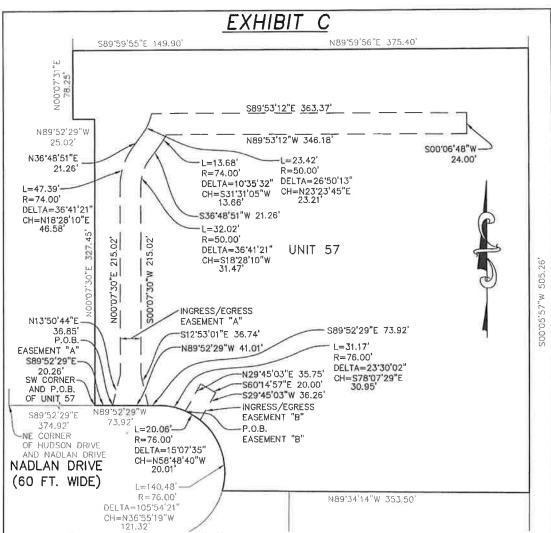
EXHIBIT B

BECK NORTH CORPORATE PARK - UNIT 57
SECTION: 4 TOWNSHIP:1N RANGE: 8E
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

REV. 4/19/2019

2-2-18 DATE DRAWN BY: TG CHECKED BY: TG

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CHF: ~		14
SCALE	HOR I'= - FT. VER I'= - FT.	

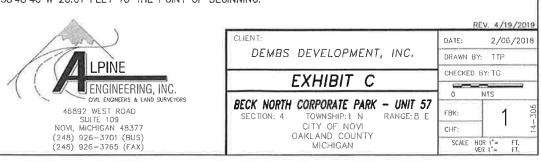


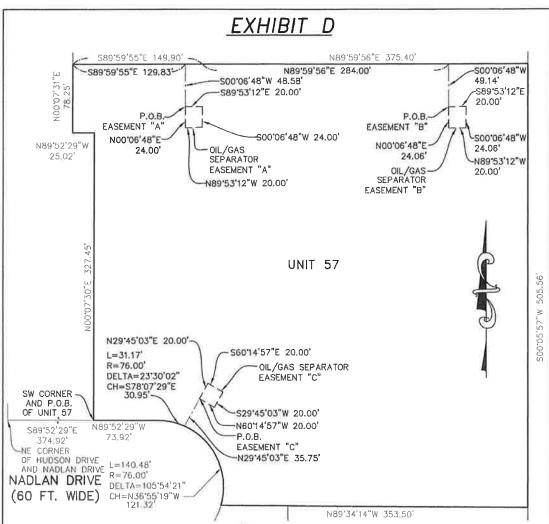
INGRESS/EGRESS EASEMENT "A":

COMMENCING AT THE SOUTHWEST CORNER OF UNIT 57 OF "BECK NORTH CORPORATE PARK", AS AMENDED AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1759; THENCE S89'52'29"E 20.26 FEET ALONG THE NORTH LINE OF NADLAN DRIVE TO THE POINT OF BEGINNING; THENCE N13'50'44"E 36.85 FEET; THENCE N00'07'30"E 215.02 FEET; THENCE 47.39 FEET ALONG THE ARC OF A 74.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N18'28'10"E 46.58 FEET; THENCE N36'48'51"E 21.26 FEET; THENCE 23.42 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N23'23'45"E 23.21 FEET; THENCE S89'53'12"E 363.37 FEET; THENCE S00'06'48"W 24.00 FEET; THENCE N89'53'12"W 346.18 FEET; THENCE 13.68 FEET ALONG THE ARC OF A 74.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S31'31'05"W 13.66 FEET; THENCE S36'48'51"W 21.26 FEET; THENCE 32.02 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S18'28'10"W 31.47 FEET; THENCE S00'07'30"W 215.02 FEET; THENCE S12'53'01"E 36.74 FEET; THENCE N89'52'29"W 41.01 FEET TO THE POINT OF BEGINNING.

INGRESS/EGRESS EASEMENT "B":

COMMENCING AT THE SOUTHWEST CORNER OF UNIT 57 OF "BECK NORTH CORPORATE PARK", AS AMENDED AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1759; THENCE S89°52'29"E 73.92 FEET ALONG THE NORTH LINE OF NADLAN DRIVE; THENCE 31.17 FEET ALONG THE ARC OF A 76 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING \$78°07'29"E 30.95 FEET TO THE POINT OF BEGINNING; THENCE N29°45'03"E 35.75 FEET; THENCE \$60°14'57"E 20.00 FEET; THENCE \$29'45'03"W 36.26 FEET; THENCE 20.06 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N58'48"40"W 20.01 FEET TO THE POINT OF BEGINNING.





OIL/GAS SEPARATOR EASEMENT "A":

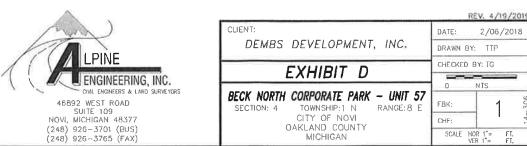
COMMENCING AT THE SOUTHWEST CORNER OF UNIT 57 OF "BECK NORTH CORPORATE PARK", AS AMENDED AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1759; THENCE N00°07'30"E 327.45 FEET; THENCE N89°52'29"W 25.02 FEET; THENCE N00°07'31"E 78.25 FEET; THENCE S89°59'55"E 129.83 FEET; THENCE S00°06'48"W 48.58 FEET TO THE POINT OF BEGINNING; THENCE S89°53'12"E 20.00 FEET; THENCE S00°06'48"W 24.00 FEET; THENCE N89°53'12"W 20.00 FEET; THENCE N00°06'48"E 24.00 FEET TO THE POINT OF BEGINNING.

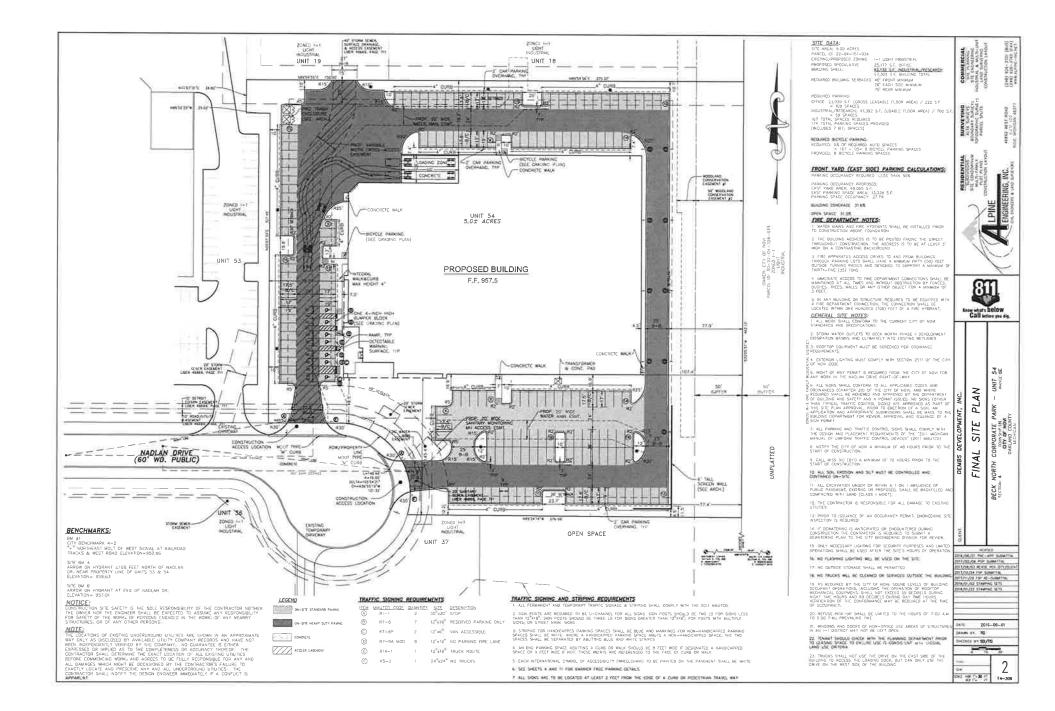
OIL/GAS SEPARATOR EASEMENT "B":

COMMENCING AT THE SOUTHWEST CORNER OF UNIT 57 OF "BECK NORTH CORPORATE PARK", AS AMENDED AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1759; THENCE NO0'07'30"E 327.45 FEET; THENCE N89'52'29"W 25.02 FEET; THENCE N00'07'31"E 78.25 FEET; THENCE S89'59'55"E 149.90 FEET; THENCE N89'59'56"E 284.00 FEET; THENCE S00'06'48"W 49.14 FEET TO THE POINT OF BEGINNING; THENCE S89'53'12"E 20.00 FEET; THENCE S00'06'48"W 24.06 FEET; THENCE N89'53'12"W 20.00 FEET; THENCE N00'06'48"E 24.06 FEET TO THE POINT OF BEGINNING.

OIL/GAS SEPARATOR EASEMENT "C":

COMMENCING AT THE SOUTHWEST CORNER OF UNIT 57 OF "BECK NORTH CORPORATE PARK", AS AMENDED AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1759; THENCE S89'52'29"E 73.92 FEET ALONG THE NORTH LINE OF NADLAN DRIVE; THENCE 31.17 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S78'07'29"E 30.95 FEET; THENCE N29'45'03"E 35.75 FEET TO THE POINT OF BEGINNING; THENCE N29'45'03"E 20.00 FEET; THENCE S60'14'57"E 20.00 FEET; THENCE S29'45'03"W 20.00 FEET; THENCE N60'14'57"W 20.00 FEET TO THE POINT OF BEGINNING.





R 1 1 W

Engineering & Surveying Excellence since 1954

December 10, 2019

Kate Richardson, Construction Engineer City of Novi 26300 Lee BeGole Drive Novi, Michigan 48375

Re: Beck North Unit 54 - Acceptance Documents Review

Novi # 16-0036

SDA Job No. NV18-201

INITIAL DOCUMENTS APPROVED FINAL DOCUMENTS APPROVED

Dear Ms. Richardson:

We have reviewed the Acceptance Document Package received by our office on October 9, 2019 against the Final Site Plan (Stamping Set) approved on April 19, 2019. We offer the following comments:

Initial Acceptance Documents:

- On-Site Water System Easement (executed 9/27/19: exhibit dated 4/19/19) Legal Description Approved.
- 2. On-Site Sanitary Sewer Manhole Access Easement – (executed 9/27/19: exhibit dated 4/19/19) Legal Description Approved.
- Storm Sewer Drainage Easement (executed 9/27/19: exhibit dated 4/19/19) Legal Description 3. Approved.
- On-Site Storm Drainage Facility / Maintenance Easement Agreement (unexecuted: exhibit dated 4/19/19) Exhibits A, B, C, and D Approved.
- Cross Access Easement (executed 9/27/19: exhibit dated 4/19/19) Legal Description Approved.

Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, the following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

- 6. Bills of Sale: Water Supply System – Supplied - Approved.
- 7. Full Unconditional Waivers of Lien from contractors installing public utilities – Supplied – Approved.
- Sworn Statement signed by Developer Supplied Approved 8.



Engineering & Surveying Excellence since 1954

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 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

_...g.....

Cc (via Email): Cortney Hanson, City Clerk

Sarah Marchioni, City Building Project Coordinator

Ted Meadows, Spalding DeDecker Taylor Reynolds, Spalding DeDecker

Angie Sosnowski, City Community Development Bond Coordinator

Beth Saarela, Johnson Rosati, Schultz, Joppich PC

Madeleine Kopko, City of Novi Victor Boron, City of Novi