



**CITY of NOVI CITY COUNCIL**

**Agenda Item P  
February 6, 2017**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pinnacle–Valencia South, LLC for the Valencia South development located at the southwest corner of Beck and Ten Mile Roads (parcel 22-29-226-019).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division GDM

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The developer (Pinnacle-Nov) for the Valencia South development, Pinnacle-Valencia South, LLC, requests approval of a Storm Drainage Facility Maintenance Easement Agreement for the Valencia South project, located at the southwest corner of Beck and Ten Mile Roads.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the eventual property owner (Valencia South Homeowner's Association) 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 storm water detention basin and is providing an access easement to the basin. The owner is also responsible for maintaining the pipes, manholes and open channels 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 January 16, 2017 letter) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Pinnacle–Valencia South, LLC for the Valencia South development located at the southwest corner of Beck and Ten Mile Roads (parcel 22-29-226-019).

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Markham</b>				

	1	2	Y	N
<b>Council Member Mutch</b>				
<b>Council Member Burke</b>				
<b>Council Member Wrobel</b>				





VALENCIA SOUTH

DETENTION BASIN





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.jrslaw.com

January 16, 2017

George D. Melistas, Engineering Senior Manager  
CITY OF NOVI  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**Re: Valencia South JSP13-0075  
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Melistas:

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 Valencia South Residential Site Condominium. 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,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

  
Elizabeth Kudla Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures to follow)

George Melistas, Engineering Senior Manager

January 16, 2017

Page 2

Charles Boulard, Community Development Director (w/Enclosures)

Barb McBeth, City Planner (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

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

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

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

Brad Botham, Pinnacle Homes (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

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

THIS EASEMENT AGREEMENT is made this 3<sup>rd</sup> day of January, 2017, by and between Pinnacle-Valencia South, a Michigan limited liability company, whose address is 1668 S. Telegraph, Bloomfield Hills, MI 48301 (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 29 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 single family development on the Property.
- B. The single family 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 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 Easement Area described and depicted in **Exhibit C**, 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.

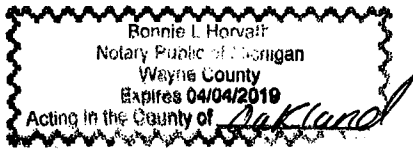
Pinnacle Valencia South,  
LLC, a Michigan limited  
liability company  
OWNER

[Signature]  
on behalf of Pinnacle-Valencia South LLC  
By: Howard Fingeroot  
Its: Manager

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this 3 day of Jan, 2017  
by Howard Fingeroot, as the Manager of Pinnacle-Valencia South, LLC.

[Signature]  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 4-4-19



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



## EXHIBIT A

### "VALENCIA SOUTH ESTATES"

#### LEGAL DESCRIPTION SUBJECT PROPERTY

A parcel of land located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1184.73 feet, along the East line of said Section 29 and the centerline of Beck Road; thence South 89°54'00" West, 33.00 feet, to a point on the Westerly right-of-way line of said Beck Road and for a POINT OF BEGINNING; thence South 00°10'28" West, 331.38 feet, along the Westerly right-of-way line of said Beck Road; thence South 89°52'18" West, 1311.40 feet, along the extension of and the Northerly line of "Andover Pointe No. 2", as recorded in Liber 231 of Plats, on Pages 30 and 31, Oakland County Records, to the Northwest corner of said "Andover Pointe No.2", and to the Easterly line of "Andover Pointe No. 1", as recorded in Liber 231 of Plats, on Pages 11 through 16, inclusive, Oakland County Records; thence North 00°10'48" East, 78.27 feet, (previously recorded as 78.32 feet), to the northeast corner of Lot 1 of said "Andover Pointe No. 1", to a point on the East line of "Echo Valley Estates", as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence North 00°25'08" East, 809.64 feet, along the East line of said "Echo Valley Estates"; thence Due East, 209.67 feet; thence Due South 68.24 feet; thence Due East, 131.02 feet; thence Due South 95.00 feet; thence South 12°50'41" East, 97.32 feet; thence South 73°40'42" East, 161.00 feet; thence North 84°17'17" East, 100.96 feet; thence North 58°36'46" East, 79.11 feet; thence North 38°34'07" East, 37.44 feet; thence South 89°49'32" East, 227.21 feet; thence South 00°10'28" West, 263.55 feet; thence South 66°03'48" East, 36.82 feet; thence North 89°54'00" East, 311.18 feet, to a point on the Westerly right-of-way line of said Beck Road; thence South 00°10'28" West, 52.13 feet, along the Westerly right-of-way line of said Beck Road; thence North 89°54'00" East, 27.00 feet, to the Point of Beginning. All of the above containing 18.634 Acres. All of the above being subject to easements, restrictions and the right-of-way on record. All of the above being subject to the rights of the public in Beck Road.

**Exhibit B**

**Valencia South Estates**

**Phase 1 & 2**

**Storm drainage Facility Maintenance Easement Agreement**

Storm Water Facility	Maintenance Action	Corrective Action	Annual Estimated Cost for Maintenance & Repairs		
			1st Year	2nd Year	3rd Year
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$100	\$103	\$106
Detention Basin	Regularly mow buffer strips. If buffer is a lawn, mow frequently. Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks.	\$300	\$309	\$318
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$150	\$155	\$160
Sediment Basin	Every three months, check depth of sediment. Check basin for piping, seepage, or mechanical damage. Check for soil caking around standpipes. Ensure outfall is not causing erosion.	Remove sediment that accumulates to no more than 50% of basin volume. Remove caking from around standpipe. Implement energy dissipation measures to prevent erosion. Repair basin or outfall erosion.	\$200	\$206	\$212
<b>Total:</b>			<b>\$750</b>	<b>\$773</b>	<b>\$796</b>

## EXHIBIT C

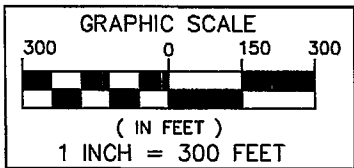
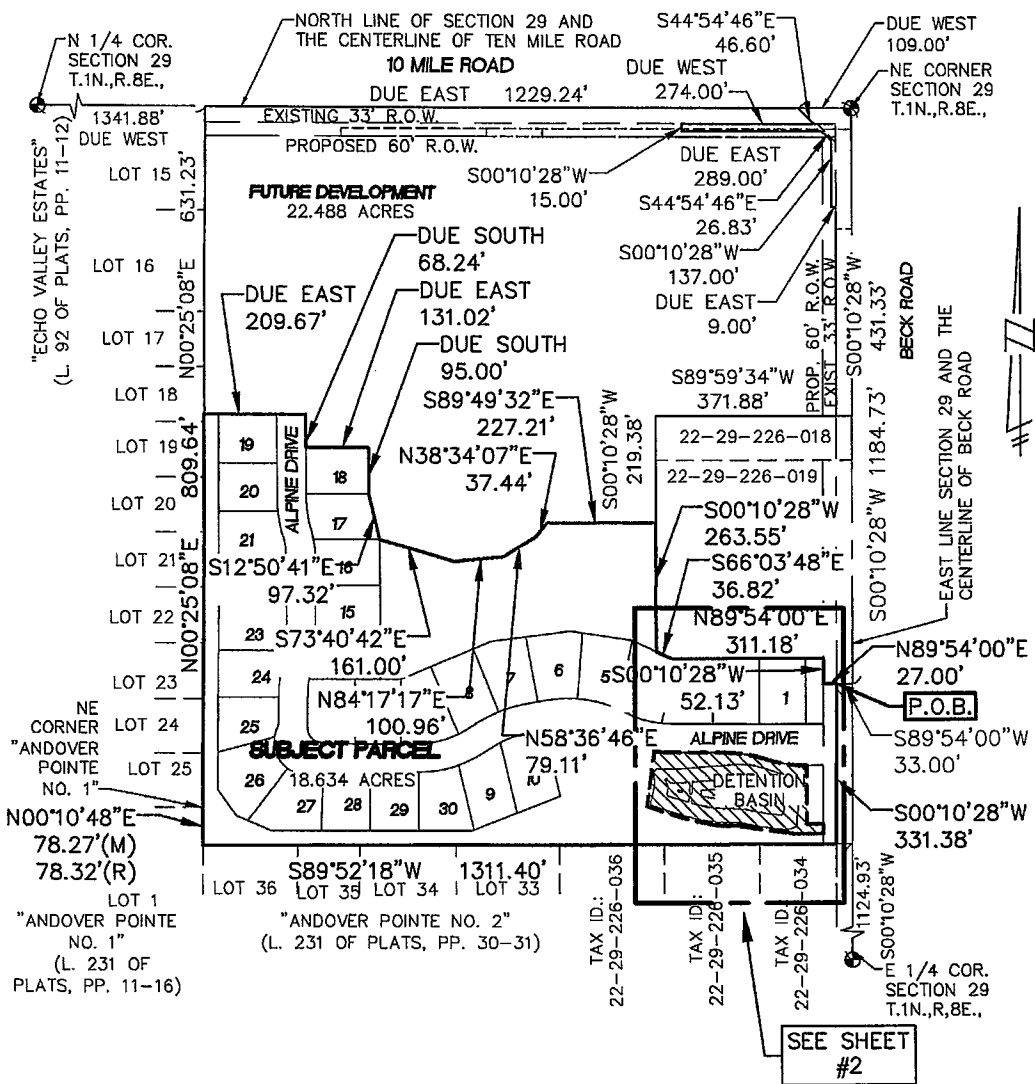
"VALENCIA SOUTH ESTATES"

### LEGAL DESCRIPTION

#### DETENTION/SEDIMENTATION BASIN EASEMENT

A Detention/Sedimentation Basin Easement, located in a Part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1474.94 feet along the East Line of said Section 29 and the centerline of Beck Road; thence North 89°45'09" West, 59.98 feet, for a POINT OF BEGINNING; thence South 00°10'28" West, 20.00 feet; thence North 89°45'09" West, 55.77 feet; thence North 81°31'10" West, 22.23 feet; thence 79.71 feet along a curve to the right, said curve having a radius of 670.37 feet, a central angle of 06°48'47" and a chord bearing and distance of North 82°04'46" West, 79.67 feet; thence 30.37 feet along a curve to the left, said curve having a radius of 123.68 feet, a central angle of 14°04'10" and a chord bearing and distance of North 85°42'28" West, 30.29 feet; thence 38.77 feet along a curve to the right, said curve having a radius of 186.51 feet, a central angle of 11°54'41" and a chord bearing and distance of North 86°47'12" West, 38.70 feet; thence 143.69 feet along a curve to the right, said curve having a radius of 653.55 feet, a central angle of 12°35'51" and a chord bearing and distance of North 74°28'19" West, 143.40 feet; thence North 07°51'31" East, 114.00 feet; thence 34.12 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 07°31'12" and a chord bearing and distance of South 86°03'56" East, 34.10 feet; thence South 89°49'32" East, 113.99 feet; thence 82.57 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 18°11'42" and a chord bearing and distance of South 80°43'41" East, 82.22 feet; thence 82.57 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 18°11'42" and a chord bearing and distance of South 80°43'41" East, 82.22 feet; thence South 89°49'32" East, 4.24 feet; thence South 00°10'44" West, 120.92 feet; thence South 89°45'09" East, 34.00 feet, to the Point of Beginning. All of the above containing 1.060 Acres.

# EXHIBIT C



DETENTION/SEDIMENTATION  
BASIN EASEMENT  
(1.060 ACRES)

## SUBJECT PROPERTY AND SHEET INDEX



**SEIBER, KEAST  
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

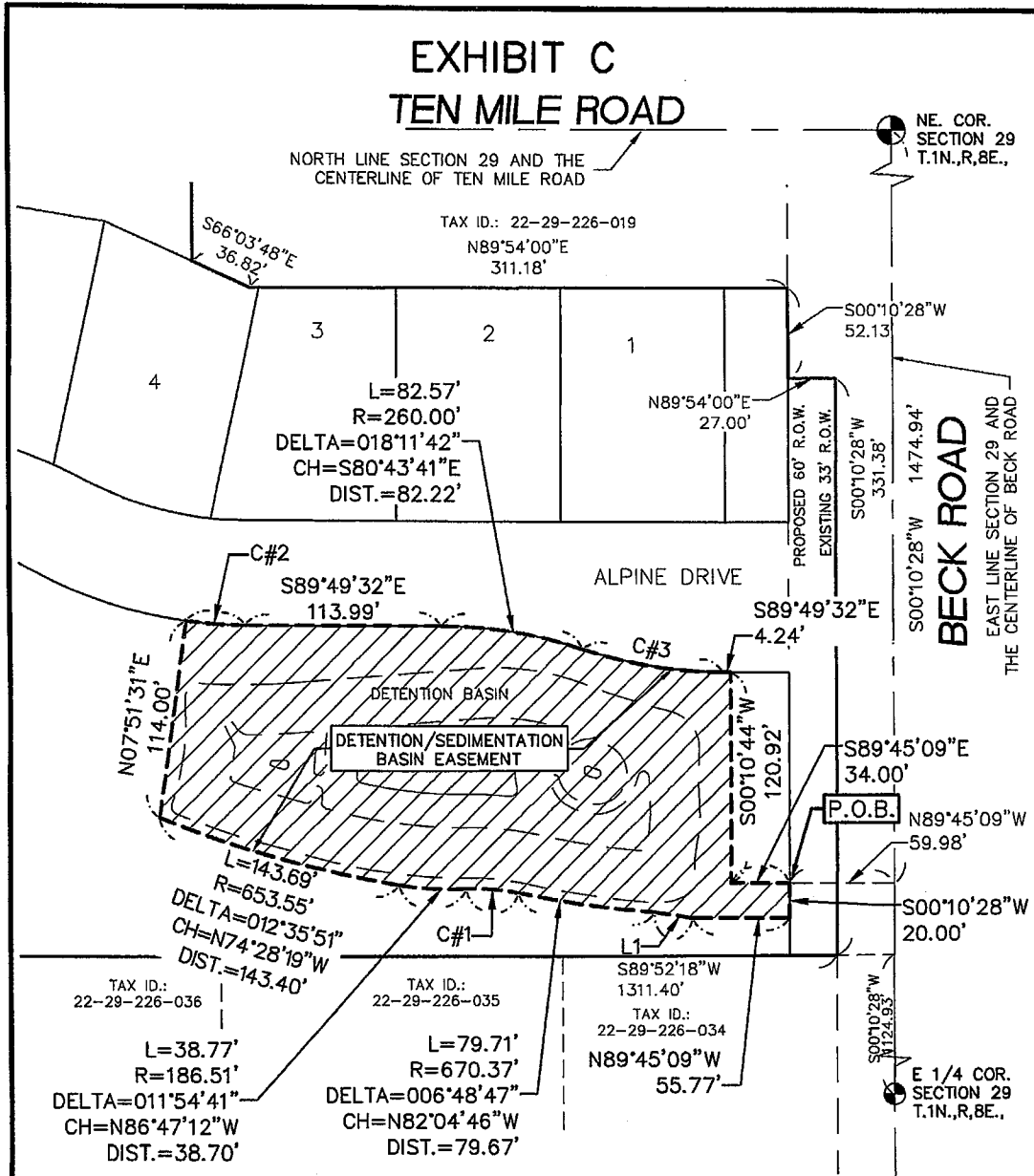
**VALENCIA SOUTH ESTATES  
PHASE 1 & 2**

SECTION 29, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	04-14-16
JOB NO.:	14-002
DWG FILE:	14-002ESMT-STW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 2



# EXHIBIT C TEN MILE ROAD

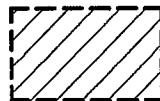
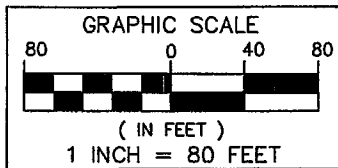


CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	30.37'	123.68'	014°04'10"	N85°42'28"W	30.29'
C#2	34.12'	260.00'	007°31'12"	S86°03'56"E	34.10'
C#3	82.57'	260.00'	018°11'42"	S80°43'41"E	82.22'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N81°31'10"W	22.23'



DETONATION/SEDIMENTATION  
BASIN EASEMENT  
(1.060 ACRES)

DETONATION/SEDIMENTATION BASIN EASEMENT AREA

**SEIBER, KEAST  
ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**VALENCIA SOUTH ESTATES  
PHASE 1 & 2**  
SECTION 29, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 80'
DATE:	04-14-16
JOB NO.:	14-002
DWG FILE:	14-002ESMT-STW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 2