



## CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**June 4, 2018**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from GSL Holdings, LLC, for the Beck West Lots 1 & 2 project located at 46890 Magellan Drive (parcel 50-22-09-176-018).

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

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The developer for Beck West Lots 1 & 2, GSL Holdings, LLC, 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 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 of 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 a sediment basin and a storm water oil/gas separator and is also providing the City with the appropriate ingress/egress easements. The owner is also responsible for maintaining the on-site pipes, storm sewer structures, and open channels, which lead to the off-site storm water management system.

The enclosed agreement has been favorably reviewed by the City Engineering Consultant (Spalding DeDecker, April 27, 2018) and the City Attorney (Beth Saarela, April 27, 2018) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from GSL Holdings, LLC, for the Beck West Lots 1 & 2 project located at 46890 Magellan Drive (parcel 50-22-09-176-018).

# Beck West Lots 1 & 2

## Location Map

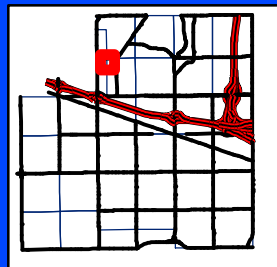


Map Author: Theresa Bridges  
 Date: May 21, 2018  
 Project:  
 Version #:

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](http://cityofnovi.org)



1 inch = 250 feet





April 27, 2018

Jeffrey Herczeg, Director of Public Services  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**RE: Beck West 1 & 2 - JSP13-0021**  
***Storm Drainage Facility Maintenance Easement Agreement***


Dear Mr. Herczeg:

We have received, reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Beck West 1 & 2 development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format, with minor modifications to the terms of the Agreement requested by the Property owner, 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/Enclosures – Originals to Follow)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Sri Komaragiri, Planner (w/Enclosures)  
Lindsay Bell, Planner (w/Enclosures)  
Hannah Smith, Planning Assistant (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Theresa Bridges, Construction Engineer (w/Enclosures)  
George Melistas, Senior Engineering Manager (w/Enclosures)  
Michael Freckelton, 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)  
Thomas R. Schultz, Esquire (w/Enclosures)

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

THIS EASEMENT AGREEMENT is made this 26 day of April, 2018, by and between **GSL Holdings, LLC, a Michigan Limited Liability Company**, whose address is 38700 Van Dyke, Suite 200, Sterling Heights, MI 48312 (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 9 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 building on the Property.

B. The industrial development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin and a storm water pre-treatment/quality tank, 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, retention and treatment 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, retention and treatment 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 and 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** with respect to the Detention/Sedimentation Basin and with respect to the Storm Water Pre-Treatment/Quality Tank 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 and with respect to the Storm Water Pre-Treatment/Quality Tank within the Storm Water Pre-Treatment/Quality Tank Easement Area 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 shall be deemed 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 non-negligent acts the City is permitted to undertake pursuant to 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 the 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 set forth.

OWNER,  
GSL Holdings, LLC

By: P. Eugene D'Agostini  
Its: Manager

STATE OF MICHIGAN ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2018 by P. Eugene D'Agostini, Manager of GSL Holdings, LLC, a Michigan Limited Liability Company known to me to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be of his free act and deed.

Notary Public  
Oakland County, Michigan  
Acting in Macomb County, Michigan  
My Commission Expires: 11/22/2020

# EXHIBIT "A"

## PARCEL DESCRIPTION

### PROPERTY DESCRIPTION: (COMMITMENT NO. 5-461662)

PARCEL NO. 22-09-176-018

A PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 87 DEGREES 53 MINUTES 26 SECONDS EAST 1324.37 FEET ALONG THE NORTH LINE OF SAID SECTION 9 AND THE CENTERLINE OF WEST ROAD TO THE POINT OF BEGINNING; THENCE SOUTH 39 DEGREES 10 MINUTES 35 SECONDS EAST 912.29 FEET; THENCE SOUTH 43 DEGREES 46 MINUTES 57 SECONDS WEST 353.51 FEET; THENCE 323.11 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 40 DEGREES 14 MINUTES 42 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 66 DEGREES 20 MINUTES 24 SECONDS WEST 316.51 FEET; THENCE NORTH 02 DEGREES 51 MINUTES 51 SECONDS WEST 836.48 FEET TO THE POINT OF BEGINNING. CONTAINING 6.26 ACRES OF LAND, MORE OR LESS.

 **Fenn  
&  
Associates, Inc.**  
Land Surveying and Civil Engineering  
14933 Commercial Drive, Shelby Township, MI 48315  
Phone: 586-254-9577 Fax: 586-254-9020  
www.fennsurveying.com

UNITS 1 & 2 BECK WEST  
INDUSTRIAL,  
NOVI, MICHIGAN

CLIENT:  
MODE DEVELOPMENT, INC.  
38700 VAN DYKE AVE.  
SUITE 200  
STERLING HTS., MI 48312  
PHONE: 586-977-8640

DATE	4-20-16
SCALE	N/A
JOB NO.	C13-007.19X
DRAWN BY	M.A.S.
SHEET NO.	1 OF 2

**EXHIBIT "B"**

**STORM WATER MANAGEMENT SYSTEM  
MAINTENANCE TASKS AND SCHEDULE**

<b>TASKS:</b>	<b>QUALITY TANK</b>	<b>STORM SEWER SYSTEMS</b>	<b>DRAINAGE STRUCTURES</b>	<b>SCHEDULE:</b>
INSPECT FOR SEDIMENT ACCUMULATION		X	X	ANNUALLY
REMOVAL OF SEDIMENT ACCUMULATION		X	X	EVERY 2-5 YEARS OR AS NEEDED
INSPECT FOR FLOATABLES AND DEBRIS		X	X	ANNUALLY
CLEANING OF FLOATABLES AND DEBRIS		X	X	ANNUALLY
INSPECT FOR SEDIMENT, DEBRIS & OILS	X			QUARTERLY
REESTABLISH VEGETATION ON ERODED SLOPES				AS NEEDED
CLEAN PARKING AREAS AND ACCESS DRIVERS	X			ANNUALLY
PUMP OUT IN TANKER AND HAUL AWAY AND DISPOSAL ENVIRONMENTALLY ACCEPTABLE	X			ANNUALLY
INSPECT STRUCTURAL ELEMENTS DURING WET WEATHER AND COMPARE TO RECORD PLANS			X	ANNUALLY
ADJUSTMENT OR REPLACE AS DETERMINED BY ANNUAL WET WEATHER INSPECTION			X	AS NEEDED

- For the first three (3) years of operation, Budget for inspection and maintenance, as outlined will be \$200.00 per annum, or such funds are necessary to comply with Code.
- The owner shall maintain a log of all inspection and maintenance activities and make the log available to City Personnel as needed.

# EXHIBIT "C"

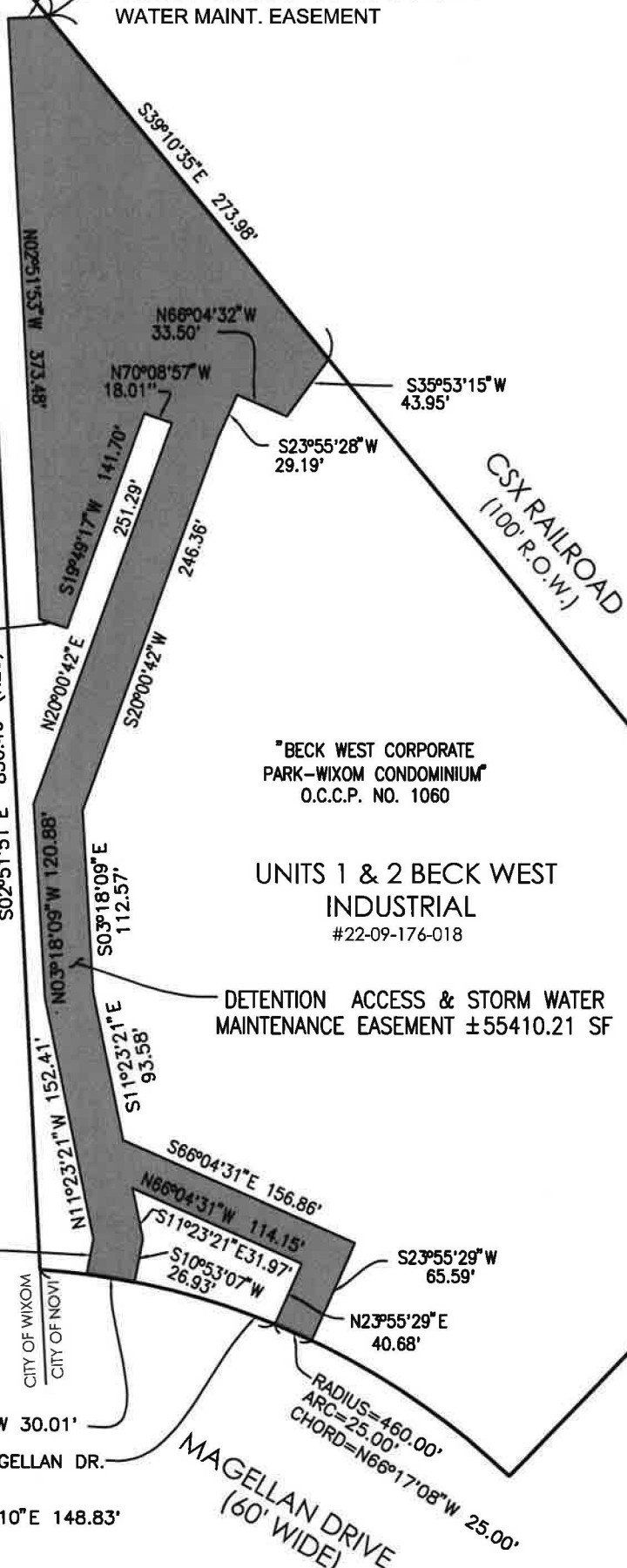
## DETENTION ACCESS & STORM WATER MAINTENANCE EASEMENTS

NORTH LINE OF SECTION 9  
& CENTERLINE OF WEST ROAD

N87°53'26"E  
1324.37'

NW CORNER OF  
SECTION 9,  
T1N, R8E, CITY OF  
WIXOM, OAKLAND  
COUNTY, MICHIGAN.

S39°10'35"E 75.19'  
N87°53'25"E 24.54  
P.O.B. DETENTION ACCESS & STORM  
WATER MAINT. EASEMENT



N72°50'25"W  
17.89'

UNIT 11  
22-09-102-015  
#46903 WEST ROAD

"BECK WEST CORPORATE  
PARK-WIXOM CONDOMINIUM"  
O.C.C.P. NO. 1060

UNITS 1 & 2 BECK WEST  
INDUSTRIAL  
#22-09-176-018

DETENTION ACCESS & STORM WATER  
MAINTENANCE EASEMENT ±55410.21 SF

N10°53'07"E  
22.01'

RADIUS=460.00'  
ARC=30.02'  
CHORD=N80°59'03"W 30.01'

NORTH LINE MAGELLAN DR.  
RADIUS=460.00'  
ARC=149.49  
CHORD=S77°09'10"E 148.83'

CITY OF WIXOM  
CITY OF NOVI

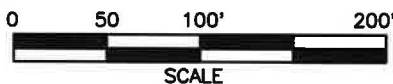
MAGELLAN DRIVE  
(60' WIDE)

22-09-176-003  
#46850 MAGELLAN DRIVE

CLIENT:  
MODE DEVELOPMENT, INC.  
38700 VAN DYKE AVE.  
SUITE 200  
STERLING HTS., MI 48312  
PHONE: 586-977-8640

**Fenn & Associates, Inc.**  
Land Surveying and Civil Engineering

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Phone: 586-254-9577 Fax: 586-254-9020  
www.fennsurveying.com



UNITS 1 & 2 BECK WEST  
INDUSTRIAL,  
NOVI, MICHIGAN

DATE 01/04/2018  
SCALE 1"=100'  
JOB NO. C13-007.27  
DRAWN BY M.A.S.  
SHEET NO. 1 OF 2



# EXHIBIT "C"

## DETENTION ACCESS & STORM WATER MAINTENANCE EASEMENT DESCRIPTION

### DETENTION BASIN ACCESS & MAINTENANCE EASEMENT

AN EASEMENT FOR DETENTION ACCESS AND STORM WATER MAINTENANCE BEING PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9;

THENCE N87°53'26"E 1324.37 (REC) FEET ALONG THE NORTH LINE OF SAID SECTION 9 AND THE CENTERLINE OF WEST ROAD;

THENCE S39°10'35"E 75.19 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S39°10'35"E 273.98 FEET:

THENCE S35°53'15"W 43.95 FEET;

THENCE N66°04'32"W 33.50 FEET;

THENCE S23°55'28"W 29.19 FEET;

THENCE S20°00'42"W 246.36 FEET;

THENCE S03°18'09"E 112.57 FEET;

THENCE S11°23'21"E 93.58 FEET;

THENCE S66°04'31"E 156.86 FEET;

THENCE S23°55'29"W 65.59 FEET;

THENCE ALONG SAID NORTH LINE ALONG A CURVE TO THE LEFT 25.00 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING N66°17'08"W 25.00 FEET;

THENCE N23°55'29"E 40.68 FEET;

THENCE N66°04'31"W 114.15 FEET;

THENCE S11°23'21"E 31.97 FEET;

THENCE S10°53'07"W 26.93 FEET;

THENCE ALONG SAID NORTH LINE ALONG A CURVE TO THE LEFT 30.02 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING N80°59'03"W 30.01 FEET;

THENCE N10°53'07"E 22.01 FEET;

THENCE N11°23'21"W 152.41 FEET;

THENCE N03°18'09"W 120.88 FEET;

THENCE N20°00'42"E 251.29 FEET;

THENCE N70°08'57"W 18.01 FEET;

THENCE S19°49'17"W 141.70 FEET;

THENCE N72°50'25"W 17.89 FEET;

THENCE N02°51'53"W 373.48 FEET;

THENCE N87°53'25"E 24.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,410.21 SF, 1.272 ACRES OF LAND, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OTHERWISE.

CLIENT:  
MODE DEVELOPMENT, INC.  
38700 VAN DYKE AVE.  
SUITE 200  
STERLING HTS., MI 48312  
PHONE: 586-977-8640

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UNITS 1 & 2 BECK WEST  
INDUSTRIAL,  
NOVI, MICHIGAN

DATE 01/04/2018  
SCALE N/A  
JOB NO. C13-007.27  
DRAWN BY M.A.S.  
SHEET NO. 2 OF 2

April 27, 2018

Theresa Bridges, Construction Engineer  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Beck West 1 & 2 - Acceptance Documents Review  
Novi # JSP13-0021  
SDA Job No. NV15-240  
**DOCUMENTS APPROVED**

Dear Ms. Bridges:

We have reviewed the Acceptance Document Package received by our office on April 26, 2018 against the Final Site Plan (Stamping Set) approved on January 8, 2016 and our as built field records. We offer the following comments:

**Final Acceptance Documents:**

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.

1. On-Site Water System Easement – (executed 4-26-18: exhibits dated 4-14-16) – Exhibits Approved.
2. Storm Drainage Facility / Maintenance Easement Agreement – (executed 4-26-18: Exhibits A & B dated 4-20-2016, Exhibit C dated 1-04-2018) – Exhibits Approved
3. Full Unconditional Waivers of Lien from contractors installing public utilities – PROVIDED
4. Sworn Statement - PROVIDED

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 July 8, 2014 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

cc: George Melistas, City Engineering Senior Manager  
Cortney Hanson, City Clerk  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC  
Sarah Marchioni, City Building Project Coordinator  
Ted Meadows, Spalding DeDecker  
Taylor Reynolds, Spalding DeDecker  
Darcy Rechtien, City Construction Engineer  
Angie Pawlowski, City Community Development Bond Coordinator