



**CITY OF NOVI CITY COUNCIL**  
**FEBRUARY 6, 2023**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Lineage Logistics, LLC for Lineage Logistics Parking Lot Expansion, located on the North of Twelve Mile Road between Magellan and West Park Drive (parcel 50-22-09-176-019).

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

**BACKGROUND INFORMATION:**

The developer of Lineage Logistics, 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 Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, September 9, 2022) and the City Engineering consultant (Spalding DeDecker, June 15, 2020), and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Lineage Logistics, LLC for Lineage Logistics Parking Lot Expansion, located on the North of Twelve Mile Road between Magellan and West Park Drive (parcel 50-22-09-176-019).

# Lineage Logistics SDFMEA

## Location Map



**Lineage Logistics**  
50-22-09-176-019

Map Author: Humna Anjum  
Date: 1/12/2023  
Project: Lineage Logistics  
Version: 1.0

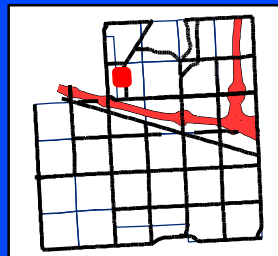
Amended By:  
Date:  
Department:

**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.

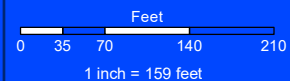
**Legend**

- Major Roads
- Minor Roads
- Project Parcel



**City of Novi**

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



ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

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

**Re: Lineage Logistics JSP 19-47  
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 the Lineage Logistics 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 note, I added Exhibit A, the legal description of the Condo Unit, and Parcel ID for recording purposes so the Register of Deeds does not reject the document for recording.**

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line. The signature is stylized and cursive.

Elizabeth Kudla Saarela

Jeffrey Herczeg, Director of Public Works  
City of Novi  
September 9, 2022  
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Enclosure

Jeffrey Herczeg, Director of Public Works  
City of Novi  
September 9, 2022  
Page 3

C: Cortney Hanson, Clerk (w/Original Enclosure)  
Charles Boulard, Community Development Director (w/Enclosure)  
Barb McBeth, City Planner (w/Enclosure)  
Lindsay Bell, Planner (w/Enclosure)  
Christian Carroll, (w/Enclosure)  
Madeleine Daniels, Planner (w/Enclosure)  
Ben Peacock, Planning Assistant (w/Enclosure)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)  
Ben Croy, City Engineer (w/Enclosure)  
Victor Boron, Project Engineer (w/Enclosure)  
Rebecca Runkel, Project Engineer (w/Enclosure)  
Humna Anjum, Project Engineer (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)  
Melissa Morris, Administrative Assistant (w/Enclosure)  
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

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

THIS EASEMENT AGREEMENT is made this 16<sup>th</sup> day of August , 2022, by and between Lineage Logistics Holding, LLC, a Delaware limited liability company, whose address is 46500 Humboldt Drive, Novi, MI 48377 (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 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 Parking Lot Expansion development on the Property.
  
- B. The Parking Lot Expansion 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 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 as described in **Exhibit C** and as 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.

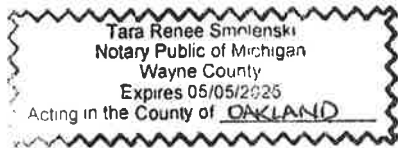
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER  
Lineage Logistics Holdings, LLC  
a Delaware limited liability company

By: [Signature]  
Name: Brian J McGowan  
Its: CNOC

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this 29 day of August, 2022,  
by BRIAN MCGOWAN, as the OWNER of LINEAGE LOGISTICS



[Signature]  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 05/05/2025

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 \_\_\_\_\_ 2022, 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, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
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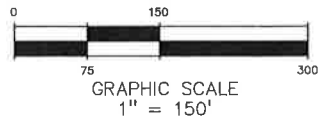
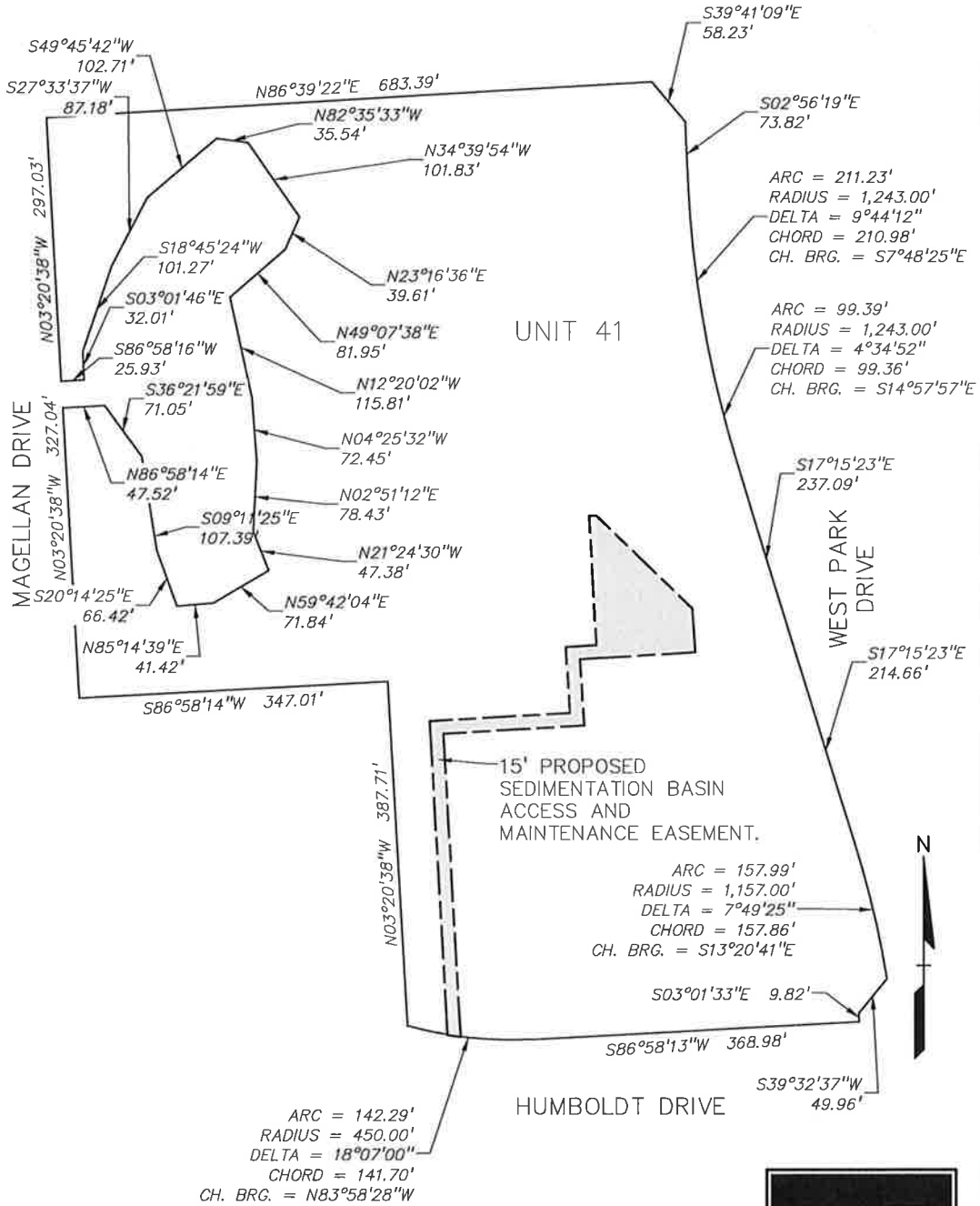
EXHIBIT A


T1N, R8E, SEC 9 OAKLAND COUNTY CONDOMINIUM PLAN NO 1265 BECK WEST CORPORATE PARK NOVI  
CONDOMINIUM - UNIT 41 L 53608 P 798

Parcel No. 50-22-09-176-019

# EXHIBIT A PROPERTY DESCRIPTION

**LEGAL DESCRIPTION**  
UNIT 41 OF REPLAT NO. 5 BECK WEST CORPORATE  
PARK - NOVI CONDOMINIUM OOCF NO. 1265



<b>CLIENT:</b> LINEAGE 46500 HUMBOLDT DRIVE NOVI, MICHIGAN 48377	SCALE: 1" = 150'	JOB No: 19-436	 <b>PEA, Inc.</b> 2430 Rochester Ct, Ste 100 Troy, MI 48063-1872 T: 248.689.9090 F: 248.689.1044 www.peainc.com
	DATE: 6/5/20	DWG. No: 1 of 4	

## EXHIBIT "B" SCHEDULE OF MAINTENANCE FOR DETENTION SYSTEM

TASKS	COMPONENTS	COMPONENTS				SCHEDULE
		Storm Sewer Pipes	Rip-Rap	Pond, Swales	Overflow Structure	
Inspect for accumulated sediment		X		X	X	Weekly
Removal of accumulated sediment		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	Quarterly
<b>Remove floatables and debris</b>		X	X	X	X	As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect for site erosion			X	X	X	Weekly
re-establish vegetation in eroded areas				X	X	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	As required and at project turn over
Make adjustments or replacements as determined by annual wet weather inspection.		X	X	X	X	As required
Inspect, remove and repair or replace faulty mechanical and electrical components						As required
Keep copies of all storm water operator reports and make available to City of Novi Personnel		X	X	X	X	Annually
Pavement sweeping						Weekly or as required

TASKS	COMPONENTS	COMPONENTS				SCHEDULE	ESTIMATED ANNUAL BUDGET		
		Storm Sewer Pipes	Rip-Rap	Pond, Swales	Overflow Structure		1st year	2nd year	3rd year
Inspect for accumulated sediment		X		X	X	Annually	\$75	\$75	\$75
Removal of accumulated sediment		X		X	X	Annually first 2 years, then as required	\$500	\$500	\$0
Inspect for floatables and debris		X	X	X	X	Annually	\$75	\$75	\$75
Remove floatables and debris		X	X	X	X	Annually	\$100	\$50	\$50
Inspect for site erosion			X	X	X	Annually	\$75	\$75	\$75
Re-establish vegetation in eroded areas				X	X	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	X	Annually	\$125	\$125	\$125
Make adjustments or replacements as determined by annual wet weather inspection.		X	X	X	X	As required	\$150	\$0	\$250
Inspect, remove and repair or replace faulty mechanical and electrical components						Annually	\$150	\$150	\$150
Keep records of all inspections and maintenance activities and make available to City of Novi Personnel						Annually	\$0	\$0	\$0
TOTAL BUDGET:							\$1650	\$1250	\$1000



**PEA, Inc.**

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1672  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

CLIENT: <b>LINEAGE</b> 46500 HUMBOLDT DRIVE NOVI, MICHIGAN 48377	SCALE: N.T.S.	JOB No: 2019-436
	DATE: 06/05/20	DWG. No: 2 of 4

**EXHIBIT C**  
**INGRESS/EGRESS EASEMENT AND POND AREA**

**LEGAL DESCRIPTION** – Proposed Sedimentation Basin Access and Maintenance Easement  
 (Per PEA Inc.)

A Proposed Sedimentation Basin Access and Maintenance Easement over Unit 41 of REPLAT 5 BECK WEST CORPORATE PARK – NOVI CONDOMINIUM OCCP No. 1265:

**COMMENCING** at the Southwest corner of of said parcel; thence 47.01 feet along a curve to the left, having a radius of 450.00 feet, a central angle of 05°59'08", and chord bearing S77°54'32"E, 46.99 feet; to the **POINT OF BEGINNING**;

thence N03°20'34"W, 352.75 feet; thence N86°39'26"E, 158.91 feet;  
 thence N03°36'28"W, 74.46 feet; thence N86°23'32"E, 34.15 feet;  
 thence N03°01'46"W, 145.32 feet; thence N86°58'14"E, 7.58 feet;  
 thence S45°46'01"E, 150.08 feet; thence S03°36'28"E, 48.99 feet;  
 thence S86°23'32"W, 109.64 feet; thence S86°19'37"W, 19.29 feet;  
 thence S03°36'29"E, 74.50 feet; thence S86°39'26"W, 158.98 feet;  
 thence S03°20'05"E, 340.78 feet;  
 thence 15.26 feet along a non-tangent curve to the right, having a radius of 450.00 feet, a central angle of 01°56'33", and chord bearing N81°52'23"W, 15.26 feet to the **POINT OF BEGINNING**.

Containing 0.482 acres of land, more or less.

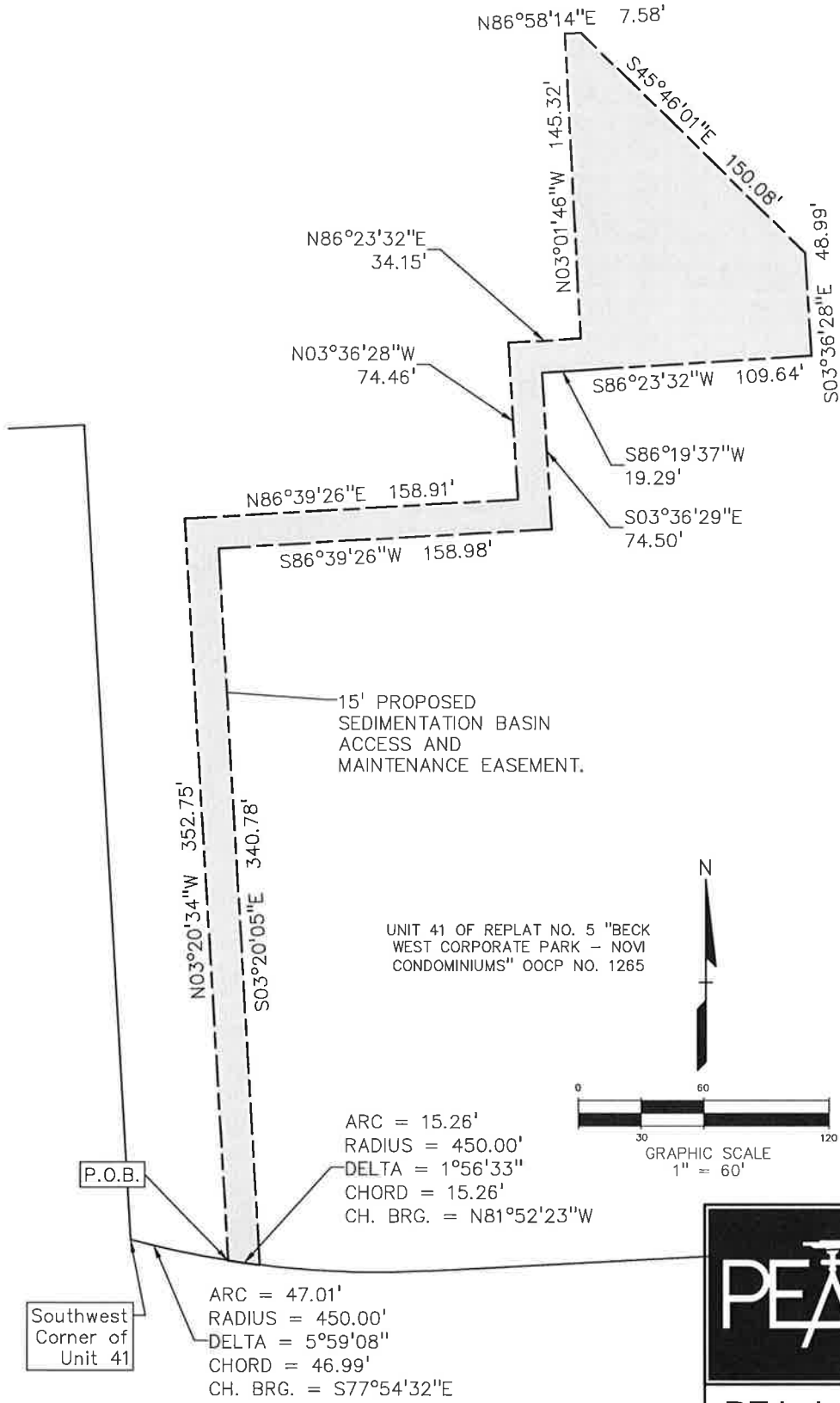


**PEA, Inc.**

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

CLIENT: LINEAGE 46500 HUMBOLDT DRIVE NOVI, MICHIGAN 48377	SCALE: N/A	JOB No: 19-436
	DATE: 6/5/20	DWG. No: 3 of 4

EXHIBIT D  
SKETCH OF EASEMENT



PEA, Inc.

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

CLIENT: LINEAGE  
46500 HUMBOLDT DRIVE  
NOVI, MICHIGAN 48377

SCALE: 1" = 60'

JOB No: 19-436

DATE: 6/5/20

DWG. No: 4 of 4

July 15, 2020

Jeff Herczeg  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Lineage Logistics - Acceptance Documents Review  
Novi # JSP19-0047  
SDA Job No. NV20-211

**INITIAL DOCUMENTS APPROVED – FINAL APPROVAL AWAITING CONSTRUCTION**

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on June 8, 2020 against the Final Site Plan (Stamping Set) approved on June 17, 2020. We offer the following comments:

**Initial Acceptance Documents:**

- 1. Storm Drainage Facility / Maintenance Easement Agreement**  
unexecuted: exhibit dated 6/5/20  
Exhibits 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. All documents must be completed using black ink as the County will reject them otherwise.

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.

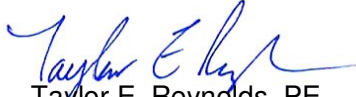
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

**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**



Taylor E. Reynolds, PE  
Project Coordinator

Cc (via Email):            Victor Boron, City of Novi  
                                 Michael Freckelton, Spalding DeDecker  
                                 Courtney Hanson, City of Novi  
                                 Madeleine Kopko, City of Novi  
                                 Sarah Marchioni, City of Novi  
                                 Ted Meadows, Spalding DeDecker  
                                 Kate Richardson, City of Novi  
                                 Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler  
                                 Angie Sosnowski, City of Novi