



**CITY of NOVI CITY COUNCIL**

**Agenda Item O  
March 10, 2014**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Beck Ten Land LLC for the Valencia Estates development located at the northwest corner of Ten Mile Road and Beck Road (parcel 22-20-400-005).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>R/S</sup> *BTC*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The developer for Valencia Estates, Beck Ten Land LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new residential development project, located at the northwest corner of Ten Mile Road and Beck Road, as shown on the attached map.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner (Homeowners 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 February 27, 2013 letter, attached) and is recommended for approval.

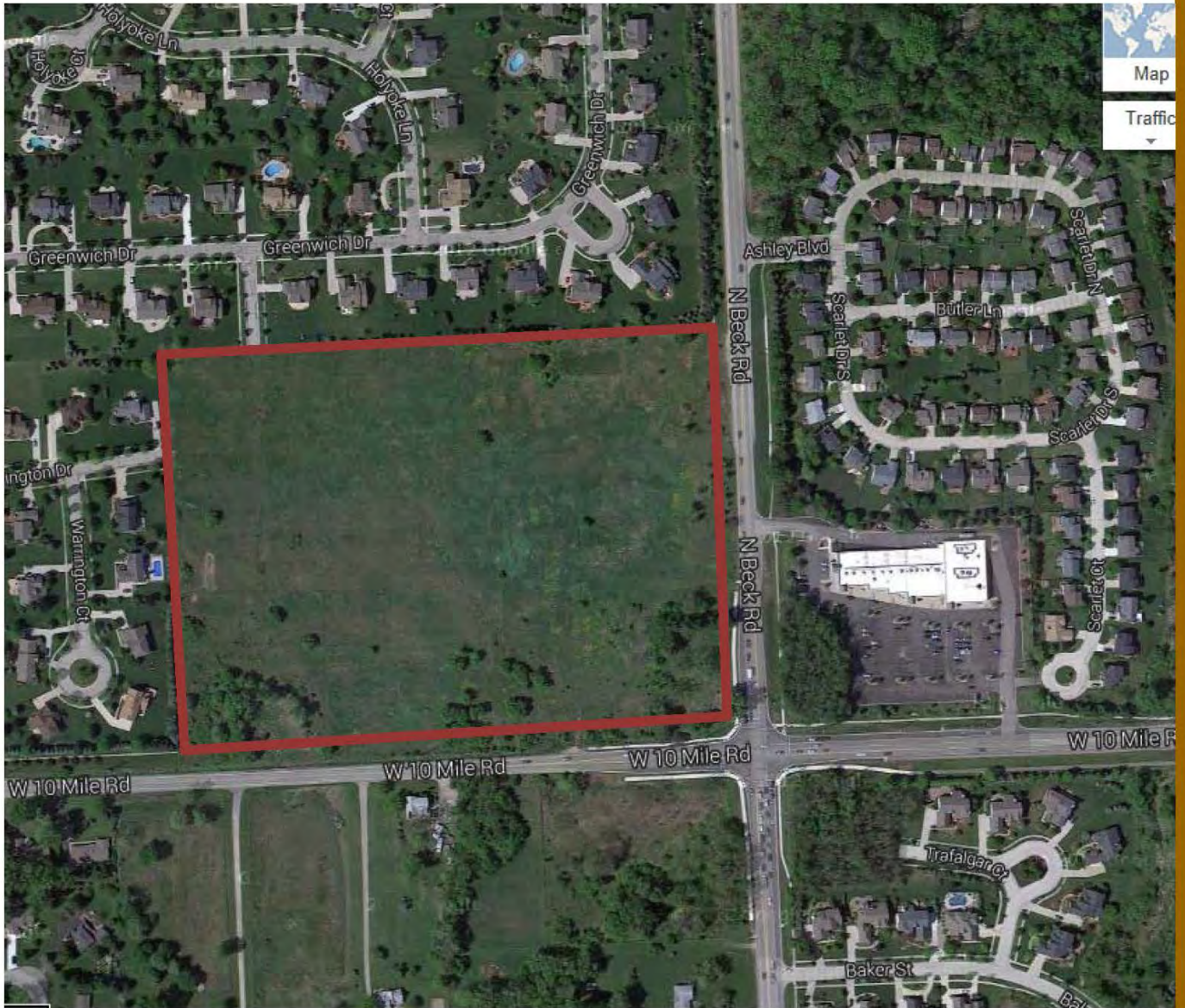
**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Beck Ten Land LLC for the Valencia Estates development located at the northwest corner of Ten Mile Road and Beck Road (parcel 22-20-400-005).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

# Valencia Estates

## Single Family Residential Development



Storm Drainage Facility Maintenance Easement Agreement from Beck Ten Land LLC for the Valencia Estates development located at the northeast corner of Ten Mile Road and Beck Road (parcel 22-20-400-005).



**City of Novi**  
DPS Field Services Complex  
Engineering Department  
26300 Lee BeGole Drive  
Novi, MI 48375

Map Created By: Matt Preisz | February 28, 2014



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

February 27, 2014

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

**Re: Valencia Estates – SP12-0049  
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 Valencia Estates development. The Agreement is in the City's standard format and has been executed by the property owner, Beck Ten Land, LLC. The City's Consulting Engineer has approved the Storm Drainage Facility Maintenance Easement Agreement exhibits. The Agreement is 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: Maryanne Cornelius, Clerk (w/Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Enclosures)

Rob Hayes, Public Services Director  
February 27, 2014  
Page 2

Kristin Pace, Treasurer's Office (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
David Beschke, Landscape Architect (w/Enclosures)  
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Bill Anderson, A-Team Associates (w/Enclosures)  
Bradley F. Scobel, Esq. (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 23 day of December, 2013, by and between Beck Ten Land LLC, whose address is 28800 Orchard Lake Road, Suite 200, Farmington Hills, Michigan 48334 (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 20 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 site condominium development on the Property.
- B. The Site Condominium 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 Ingress/Egress 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 Detention/Sedimentation Basin 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 shall be 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.

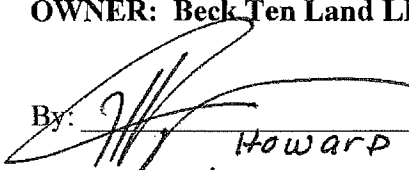
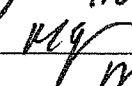
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

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.

Owner has executed this Agreement as at the day and year first above set forth.

**OWNER: Beck Ten Land LLC**

By:  Howard Fingerroot  
Its:  Manager

(Signatures continue on next page)

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 23 day of December, 2013, by Howard Fingerroot, as the Manager of Beck Ten Land LLC.

CATHY KATZ  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 27 2018  
ACTING IN COUNTY OF OKLA

Cathy Katz  
Notary Public Cathy Katz  
Oakland County, Michigan  
My Commission Expires: May 27, 2018

CITY OF NOVI  
A Municipal Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

Drafted by:  
Elizabeth M. Kudla  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040

And when recorded return to:  
Maryanne Cornelius, City Clerk  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

## EXHIBIT A

May 23, 2013  
Job No. 12-011

### Legal Description

Valencia Estates  
Sidwell No. 22-20-400-005

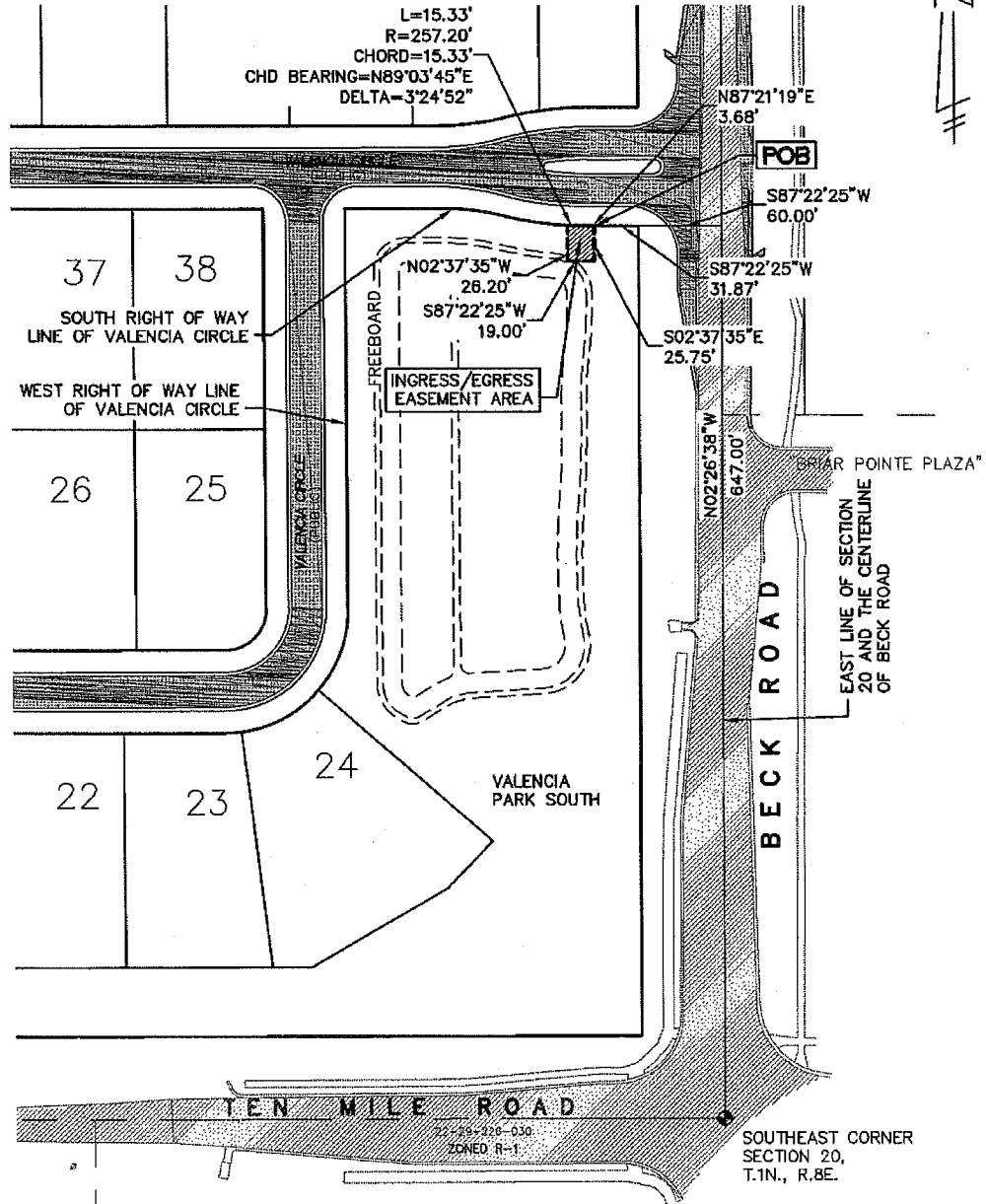
A part of the Southeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 20, for a POINT OF BEGINNING; thence South 87°22'25" West, 1200.00 feet, along the South line of said Section 20 and the centerline of Ten Mile Road, to the Southeast corner of "Warrington Manor", Subdivision", as recorded in Liber 218 of Plats, on Pages 23 and 24, Oakland County Records (said point located North 87°22'25" East, 1480.05 feet, from the South 1/4 Corner of said Section 20); thence North 02°26'38" West, 880.00 feet, along the Easterly line of said "Warrington Manor Subdivision", to the Northeast corner of said "Warrington Manor Subdivision", and the Southerly line of "Greenwood Oaks Sub. No. 3", as recorded in Liber 255 of Plats, on Pages 15, 16 and 17, Oakland County Records; thence North 87°22'25" East, 1200.00 feet, along the Southerly line of said "Greenwood Oaks Sub. No. 3", and along the Southerly line of "Greenwood Oaks Sub. No. 4", as recorded in Liber 261 of Plats, on Pages 1 thru 8, inclusive, Oakland County Records, to the Southeast corner of said "Greenwood Oaks Sub. No. 4", and the East line of said Section 20 and the centerline of Beck Road (said point located South 02°26'38" East, 1759.45 feet from the East 1/4 Corner of said Section 20); thence South 02°26'38" East, 880.00 feet, along the East line of said Section 20 and the centerline of said Beck Road, to the point of beginning. All of the above containing 24.242 Acres, gross. All of the above being subject to the rights of the public in Ten Mile Road and Beck Road. All of the above being subject to easements, restrictions, and right-of-ways of record.



## Exhibit B

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>Annual Estimated Cost for Maintenance &amp; Repairs</u>		
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
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.	\$400	\$420	\$440
Detention Basin	Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks. Check for soil caking around standpipes.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks. Remove caking from around standpipe.	\$1,000	\$1,050	\$1,100
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion. Re-vegetate as necessary.	\$600	\$630	\$660
Oil & Gas Separators	After each storm that meets or exceeds a 10-year storm event, inspect & clean out as necessary.	Remove sediment and debris clogging sediment tank.	\$1,000	\$1,200	\$1,250
Total:			<u>\$3,000</u>	<u>\$3,300</u>	<u>\$3,450</u>

EXHIBIT C



P. 12-01 VALENCIA ESTATES EASEMENTS AND EGRESS/EASEMENT CLOSING 9/25/13

INGRESS/EGRESS EASEMENT AREA

**SEIBER, KEAST**  
**ENGINEERING, L.L.C.**  
 CONSULTING ENGINEERS  
 7125 ORCHARD LAKE ROAD • SUITE 300 • WEST BLOOMFIELD, MI • 48322  
 248.862.7367

REVISIONS		
NO.	ITEM	DATE
1.	PER SDA	9-10-13
2.	PER SDA	9-18-13

**VALENCIA ESTATES**  
 STORM MAINTENANCE EASEMENT AGREEMENT  
 SEC. 20, T.1N., R.8E., CITY OF NOV  
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'  
 JOB NO.: 12-011  
 DATE: 05-24-13  
 CHECKED BY: FK

SHEET  
**1**  
 OF  
**2**


# EXHIBIT C

**LEGAL DESCRIPTION  
INGRESS/EGRESS EASEMENT AREA**

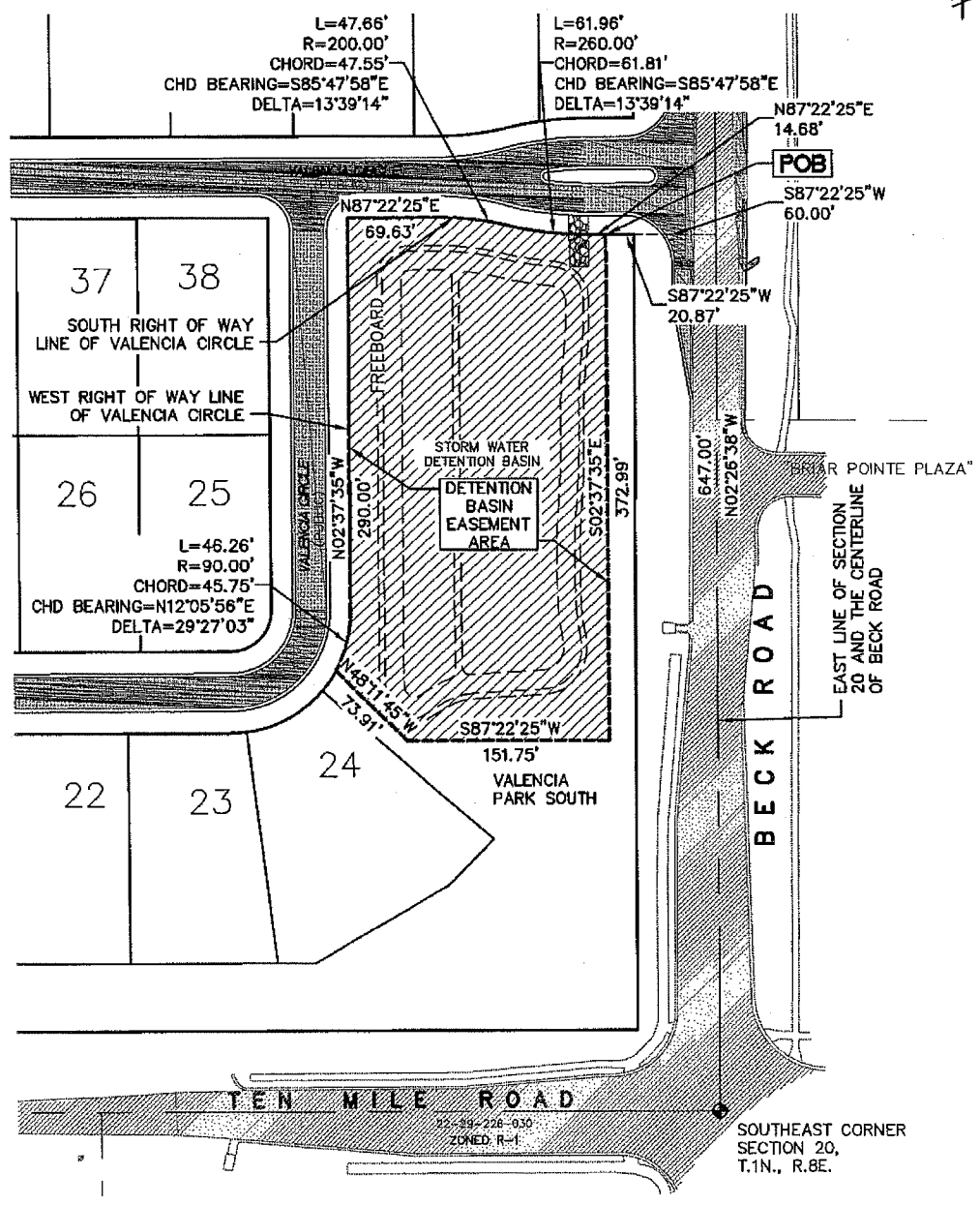
AN EASEMENT FOR DETENTION BASIN ACCESS BEING PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N02°26'38"W 647.00' ALONG THE EAST LINE OF SAID SECTION 20 AND THE CENTERLINE OF BECK ROAD; THENCE S87°22'25"W 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALENCIA CIRCLE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE S87°22'25"W 31.87 FEET TO THE POINT OF BEGINNING; THENCE S02°37'35"E 25.75 FEET; THENCE S87°22'25"W 19.00 FEET; THENCE N02°37'35"W 26.20 FEET, TO THE SOUTH RIGHT OF WAY LINE OF VALENCIA CIRCLE; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID RIGHT OF WAY LINE, 1) 15.33 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 257.20 FEET, A CENTRAL ANGLE OF 03°24'52", AND A CHORD BEARING AND DISTANCE OF N89°03'45"E 15.33 FEET, AND 2) N87°21'19"E 3.68 FEET TO THE POINT OF BEGINNING.

P:\20-001 VALENCIA ESTATES\EGRESSMENTS AND EASEMENTS\SPRINT C.DWG 9/9/13

**INGRESS/EGRESS EASEMENT AREA DESCRIPTION**

 <p><b>SEIBER, KEAST ENGINEERING, L.L.C.</b> CONSULTING ENGINEERS 7125 ORCHARD LAKE ROAD • SUITE 300 • WEST BLOOMFIELD, MI • 48322 248.662.7367</p>	<b>REVISIONS</b>		<b>VALENCIA ESTATES</b>	SCALE: 1" = 100'	SHEET
	NO.	ITEM	DATE	JOB NO.: 12-011	2
1.	PER SDA	8-18-13	STORM MAINTENANCE EASEMENT AGREEMENT SEC. 20, T.1N., R.8E., CITY OF NOVI OAKLAND COUNTY, MICHIGAN	DATE: 05-24-13	OF
2.	PER SDA	2-18-13		CHECKED BY: PK	2

# EXHIBIT D



P:\12-011 VALENCIA ESTATES\EASEMENTS AND EMBODIMENTS\EXHIBIT C.DWG 9/5/13

**DETENTION BASIN EASEMENT AREA**

<p><b>SEIBER, KEAST ENGINEERING, L.L.C.</b> CONSULTING ENGINEERS 7125 ORCHARD LAKE ROAD • SUITE 300 • WEST BLOOMFIELD, MI • 48322 248.942.7357</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>ITEM</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>PER SDA</td> <td>8-10-13</td> </tr> <tr> <td>2.</td> <td>PER SDA</td> <td>12-19-13</td> </tr> </tbody> </table>			NO.	ITEM	DATE	1.	PER SDA	8-10-13	2.	PER SDA	12-19-13	<p><b>VALENCIA ESTATES</b> STORM MAINTENANCE EASEMENT AGREEMENT SEC. 20, T.1N., R.8E., CITY OF NOV OAKLAND COUNTY, MICHIGAN</p>	<p>SCALE: 1" = 100' JOB NO.: 12-011 DATE: 05-24-13 CHECKED BY: PK</p>	<p>SHEET <b>1</b> OF <b>2</b></p>
	NO.	ITEM	DATE												
	1.	PER SDA	8-10-13												
2.	PER SDA	12-19-13													
<p>12-29-226-030 ZONED R-1</p>															
<p>12-29-226-030 ZONED R-1</p>															


## EXHIBIT D

**LEGAL DESCRIPTION  
DETENTION BASIN EASEMENT AREA**

AN EASEMENT FOR DETENTION BASIN AREA BEING PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N02°26'38"W 647.00' ALONG THE EAST LINE OF SAID SECTION 20 AND THE CENTERLINE OF BECK ROAD; THENCE S87°22'25"W 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VALENCIA CIRCLE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE S87°22'25"W 20.87 FEET TO THE POINT OF BEGINNING; THENCE S02°37'35"E 372.99 FEET; THENCE S87°22'25"W 151.75 FEET; THENCE N48°11'45"W 73.91 FEET; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE RIGHT OF WAY LINE OF VALENCIA CIRCLE, 1) 46.26 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 29°27'03", AND A CHORD BEARING AND DISTANCE OF N12°05'56"E 45.75 FEET, 2) N02°37'35"W 290.00 FEET, 3) N87°22'25"E 69.63 FEET, 4) 47.66 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 13°39'14", AND A CHORD BEARING AND DISTANCE OF S85°47'58"E 47.55 FEET, 5) 61.96 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 13°39'14" AND A CHORD BEARING AND DISTANCE OF S85°47'58"E 61.81 FEET AND 6) N87°22'25"E 14.68 FEET, TO THE POINT OF BEGINNING.

P:\13-011 VALENCIA ESTATES EASEMENTS AND CURVES\EXHIBIT C.DWG 8/2/13

**DETENTION BASIN EASEMENT AREA DESCRIPTION**

 <p><b>SEIBER, KEAST ENGINEERING, L.L.C.</b> CONSULTING ENGINEERS 7125 ORCHARD LAKE ROAD • SUITE 300 • WEST BLOOMFIELD, MI • 48322 248.592.7357</p>	<b>REVISIONS</b>		<p><b>VALENCIA ESTATES</b> STORM MAINTENANCE EASEMENT AGREEMENT SEC. 20, T.1N., R.8E., CITY OF NOVI OAKLAND COUNTY, MICHIGAN</p>	SCALE: 1" = 100'	SHEET
	NO.	ITEM		DATE	JOB NO.: 12-011
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	2. PER SDA			CHECKED BY: PK	2