



# CITY of NOVI CITY COUNCIL

Agenda Item G  
December 7, 2009

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from HEFCO Meadowbrook Office Building, LLC for the Meadowbrook Office Building located at 41555 Twelve Mile Road on the southwest corner of Twelve Mile and Meadowbrook Roads in Section 14 (parcel 22-14-200-039).

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

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

**BACKGROUND INFORMATION:**

HEFCO Meadowbrook Office Building, LLC has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the Meadowbrook Office Building site, located at 41555 Twelve Mile Road (on the southwest corner of Twelve Mile and Meadowbrook Roads, in Section 14 of the City of Novi. The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's November 11, 2009 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from HEFCO Meadowbrook Office Building, LLC for the Meadowbrook Office Building located at 41555 Twelve Mile Road on the southwest corner of Twelve Mile and Meadowbrook Roads in Section 14 (parcel 22-14-200-039).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

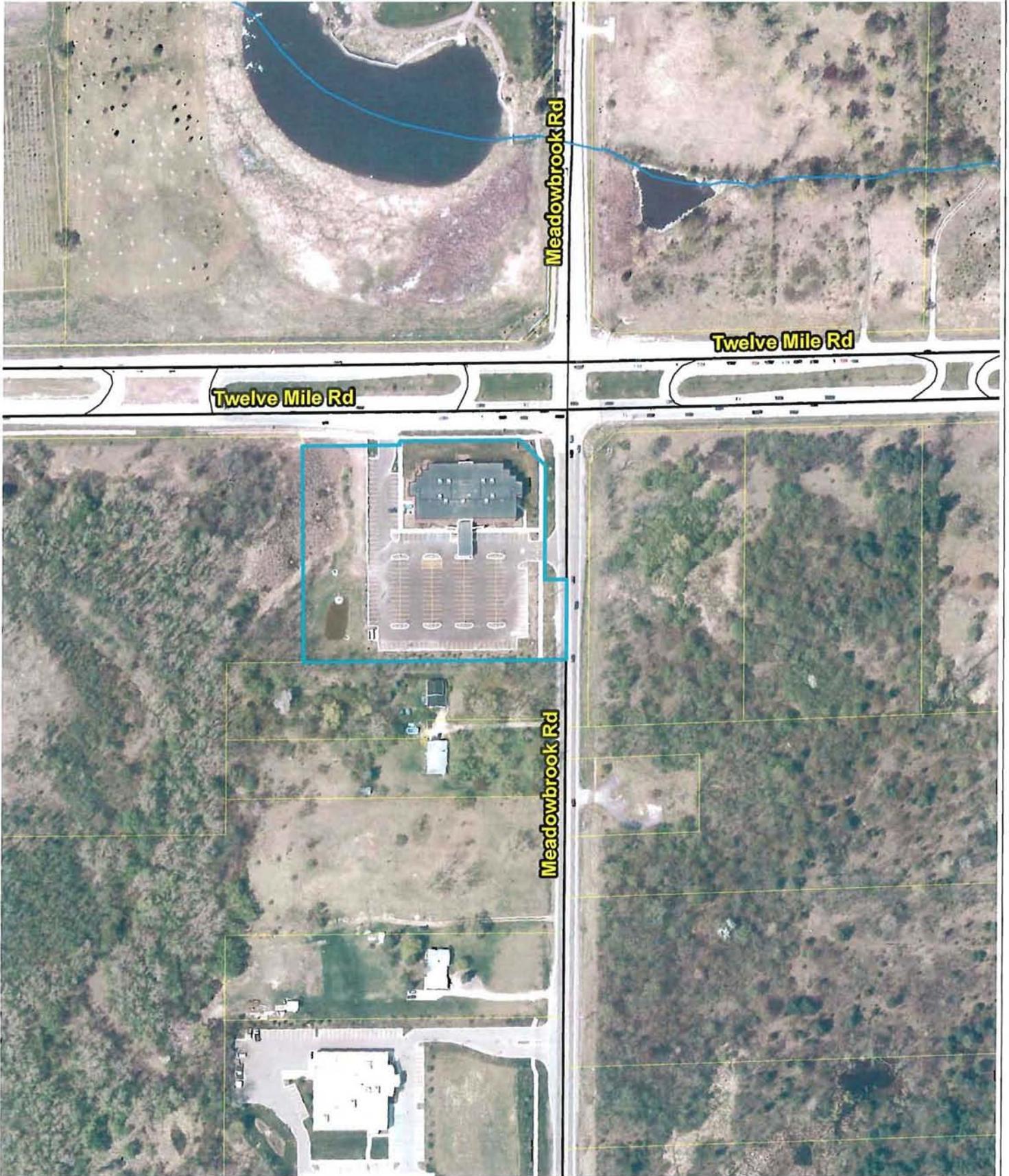
**MAP INTERPRETATION NOTICE**

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



## Meadowbrook Office Building





November 11, 2009

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudla@secretwardle.com

Rob Hayes, Public Services Director  
CITY OF NOVI  
45175 West Ten Mile Road  
Novi, Michigan 48375-3024

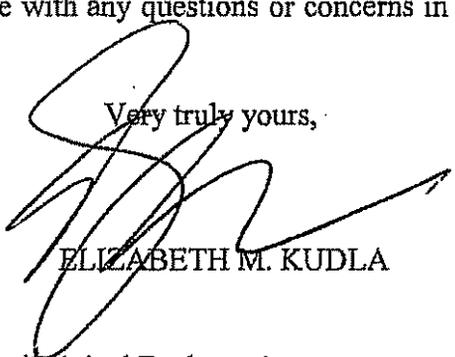
**Re: Meadowbrook Office Building – SP01-04  
Storm Drainage Facility Maintenance Easement Agreement  
Our File No. 660051.NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for the Meadowbrook Office Building in Section 14 of the City. The City's Consulting Engineer has 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,



ELIZABETH M. KUDLA

EMK

Enclosure

C: Maryanne Cornelius, Clerk (w/Original Enclosure)  
Marina Neumaier, Assistant Finance Director (w/Enclosure)  
Charles Boulard, Community Development Director (w/Enclosure)  
Barb McBeth, Deputy Community Development Director (w/Enclosure)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosure)  
Taylor Reynolds and Tiffany Clark, Spalding DeDecker (w/Enclosure)  
Ted Meadows, Spalding DeDecker (w/Enclosure)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosure)  
Sue Troutman, City Clerk's Office (w/Enclosure)  
Howard Friedlaender, HEFCO Properties (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

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

THIS EASEMENT AGREEMENT is made this 12<sup>th</sup> day of October, 2009 by and between HEFCO Meadowbrook Office Building, LLC a Michigan limited liability company, whose address is 33533 W. 12 Mile Road, Suite 190, Farmington Hills, Michigan 48331 (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 14 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 an office building development on the Property.

B. The office building 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 Emergency Access 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 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.

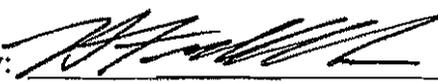
This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

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

OWNER:

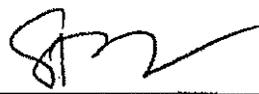
HEFCO Meadowbrook Office Building, LLC,  
a Michigan limited liability company

By: HEFCO Management, Inc., its Manager

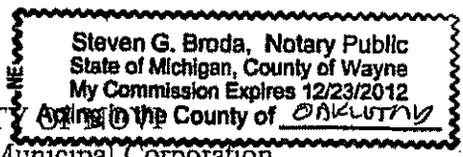
By:   
Howard Friedlaender, its President

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 12 day of October, 2009, by Howard Friedlaender, the President of HEFCO Management, Inc., on behalf of HEFCO Meadowbrook Office Building, LLC.



\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_



CITY of Novi in the County of OAKLAND  
A Municipal Corporation

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

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

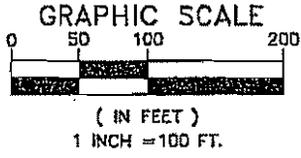
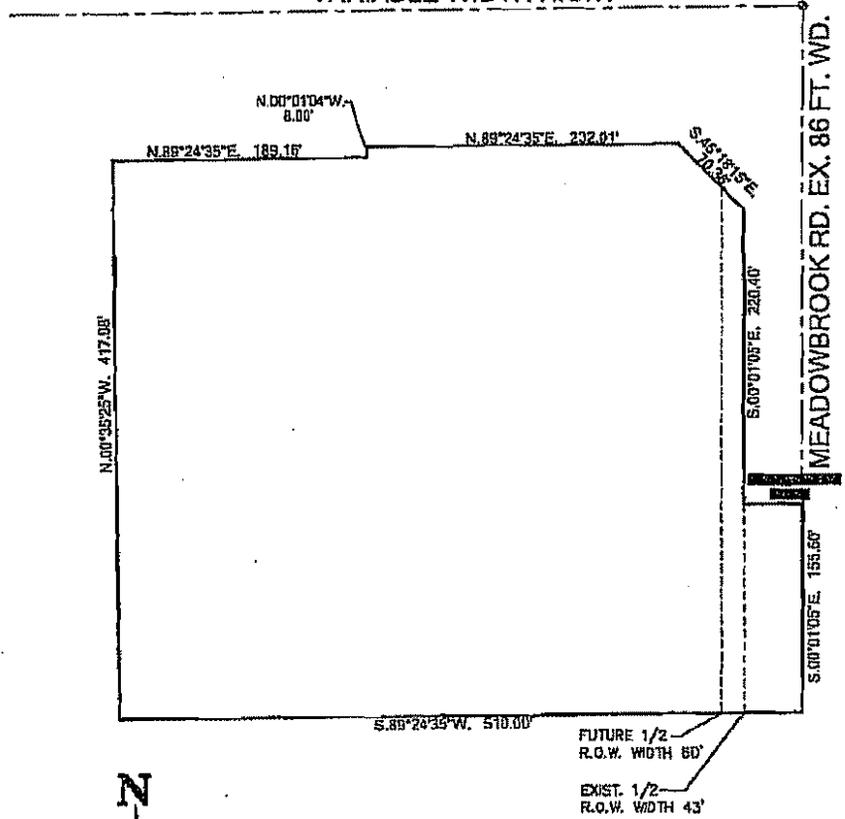
Drafted by:  
  
Elizabeth M. Kudla  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040

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



EXHIBIT A

12 MILE ROAD (DIVIDED ROAD)  
VARIABLE WIDTH R.O.W



SKETCH OF SUBJECT PROPERTY - EXHIBIT A  
**HEFCO PROPERTIES**  
 5138 VILLAGE COMMONS DRIVE  
 WEST BLOOMFIELD, MI 48322  
 PH: (248) 788-4500

MEADOWBROOK  
OFFICE BUILDING

DATE  
7-12-05  
DRAWN BY  
LAS

PROJECT No.  
0432  
SCALE  
1" = 100'

**LAND INC**  
DR. ENGINEERS & ARCHITECTS  
 2800 Intely Road, Suite 120  
 Southfield, MI 48034  
 (248) 337-7000  
 Fax (248) 337-3616

EXHIBIT A

PARCEL DESCRIPTION (BY OTHERS)

PART OF THE NORTHEAST QUARTER OF SECTION 14, T.1N., R.8E., NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN BEING DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14 AND THE CENTERLINE OF MEADOWBROOK, S.00°01'05"E., 372.40 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE EAST LINE OF SAID SECTION 14 AND THE CENTERLINE OF MEADOWBROOK ROAD S.00°01'05"E., 155.80 FEET; THENCE S.89°24'35"W., 510.00 FEET; THENCE N.00°35'25"W., 417.98 FEET; THENCE ALONG THE SOUTH LINE OF 12 MILE ROAD N.89°24'35"E., 189.16 FEET; THENCE N.00°01'04"W., 8.00 FEET TO THE SOUTH LINE OF 12 MILE ROAD; THENCE ALONG THE SOUTH LINE OF 12 MILE ROAD N.89°24'35"E., 232.01 FEET; THENCE ALONG THE SOUTH LINE OF 12 MILE ROAD S.45°18'15"E., 70.36 FEET; THENCE ALONG THE WEST LINE OF MEADOWBROOK ROAD S.00°01'05"E., 220.40 FEET; THENCE N.89°24'35"E., 43.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.68 ACRES, MORE OR LESS.

SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING 12 MILE ROAD AND MEADOWBROOK ROAD, AND TO ANY AND ALL EASEMENTS OR RESTRICTION OF RECORD.

PARCEL I.D. NO. 50-22-14-200-039

LEGAL DESCRIPTION OF SUBJECT PROPERTY - EXHIBIT A

**HEFCO PROPERTIES**

5138 VILLAGE COMMONS DRIVE  
WEST BLOOMFIELD, MI 48322  
PH: (248) 788-4500

MEADOWBROOK  
OFFICE BUILDING

DATE  
7-12-05

DRAWN BY  
LAS

PROJECT No.  
0432

SCALE  
1" = 100'



22040 Inkster Road, Suite 100  
Southfield, MI 48034  
(248) 357-7000  
Fax (248) 357-3640

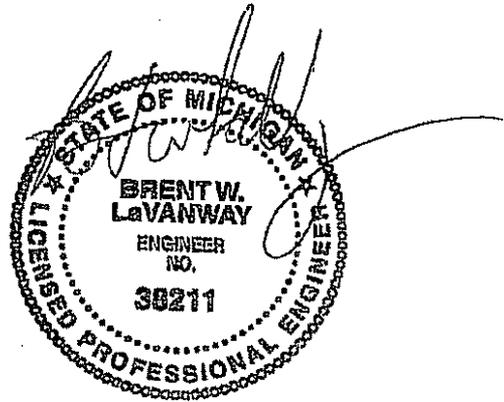
## EXHIBIT B

### Permanent Maintenance Tasks and Schedule

Tasks	Stormwater Management System	Catch Basin Sumps	Catch Basin Inlet Castings	Outlet Control Structure	Sediment/ Detention Basin	Frequency of Maintenance Inspection
Wet Weather Inspection of all structural elements including catch basins, storm sewer, sedimentation/ detention basin and outlet control structure, to be conducted by a professional engineer.	X					Annually
Maintenance per Wet weather Inspection	X					As Needed
Inspect for Sediment Accumulation		X			X	Annually
Removal of Sediment		X			X	As Needed
Inspect for floatables and debris		X	X	X	X	Annually
Removal of floatables and debris		X	X	X	X	As Needed
Record keeping of inspections and required maintenance	X	X	X	X	X	Annually
Record keeping of costs incurred for inspections, maintenance and repairs	X	X	X	X	X	Annually

### Annual Maintenance Plan Budget

Annual Wet Weather Inspection of Stormwater Management System	\$250.00
Maintenance per Wet Weather Inspection	\$500.00
Removal of floatables and debris as needed	\$100.00
Removal of Sediment as needed	\$500.00

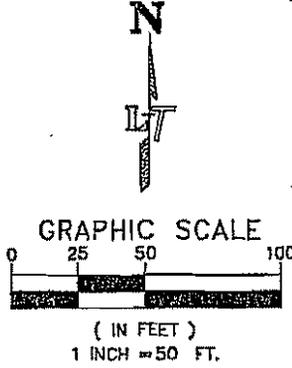
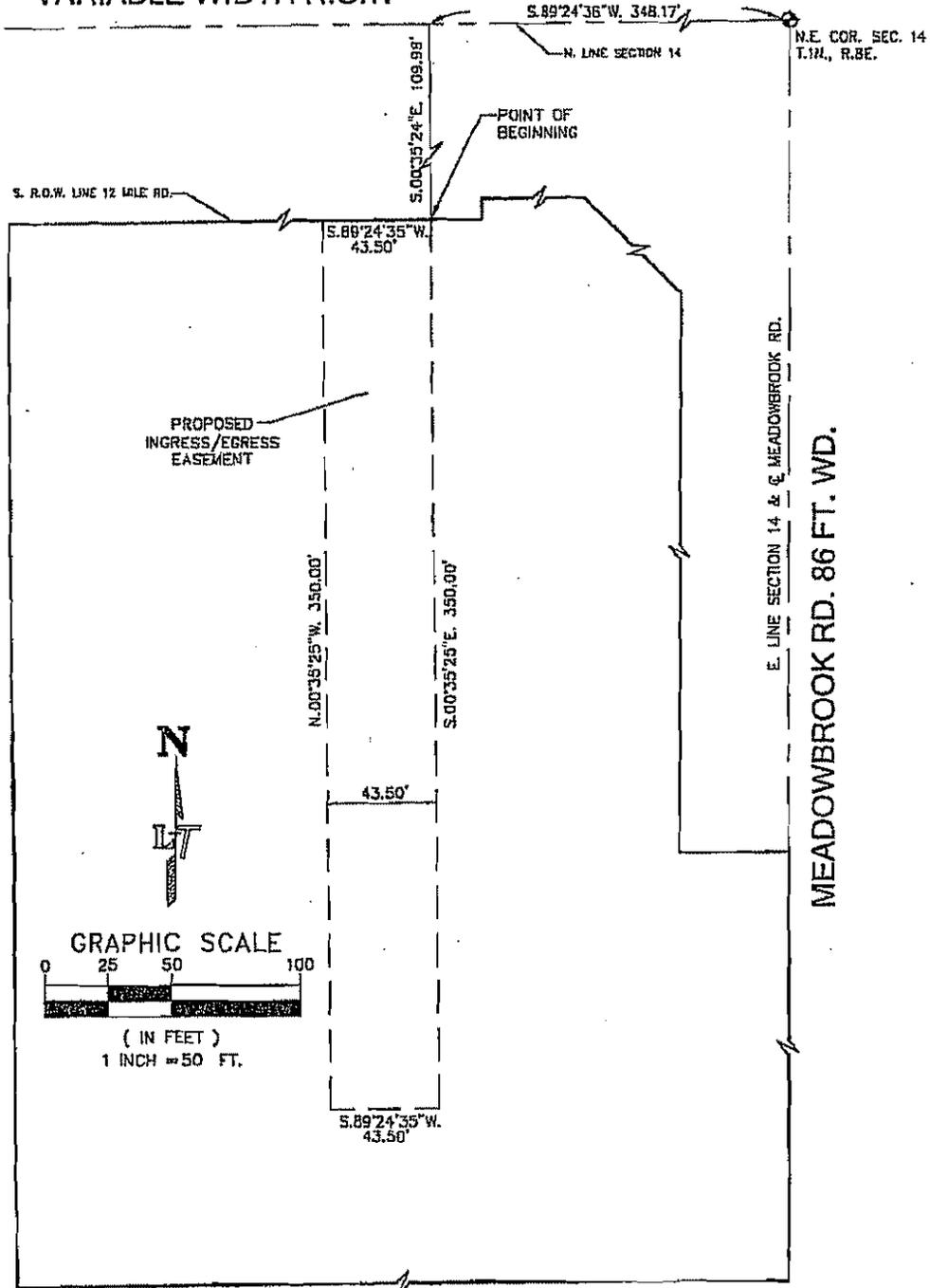


**DE ROSS ENGINEERING**

ENGINEERS \* SURVEYORS \* PLANNERS  
 LANDSCAPE ARCHITECTS  
 3121 E. Grand River  
 Howell, Michigan 48843

EXHIBIT C

12 MILE ROAD (DIVIDED ROAD)  
VARIABLE WIDTH R.O.W



SHEET 1 OF 2

ACCESS EASEMENT SKETCH - EXHIBIT C

HEFCO PROPERTIES

5138 VILLAGE COMMONS DRIVE  
WEST BLOOMFIELD, MI 48322  
PH: (248) 788-4500

MEADOWBROOK  
OFFICE BUILDING

DATE  
7-12-05

DRAWN BY  
LAS

PROJECT No.  
0432

SCALE  
1" = 50'



29000 Inlet Road, Suite 120  
Southfield, MI 48034  
(734) 357-7900  
Fax (734) 357-3510

EXHIBIT C

A 43.50 FOOT WIDE STRIP OF LAND FOR INGRESS/EGRESS, LOCATED IN THE N.E. 1/4 OF SECTION 14, T.1N., R.8E., NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS COMMENCING AT THE N.E. CORNER OF SAID SECTION 14; THENCE ALONG THE NORTH LINE OF SAID SECTION S.89°24'36"W. 348.17 FEET; THENCE S.00°35'24"E. 109.99 FEET TO THE POINT OF BEGINNING; THENCE S.00°35'25"E. 350.00 FEET; THENCE S.89°24'35"W. 43.50 FEET; THENCE N.00°35'25"W. 350.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 12 MILE ROAD (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE N.89°24'35"E. 43.50 FEET TO THE POINT OF BEGINNING. CONTAINING 51,494 S.F. OF 1.18 ACRES OF LAND, MORE OR LESS.

SHEET 2 OF 2

INGRESS/EGRESS EASEMENT - EXHIBIT C

**HEFCO PROPERTIES**

513B VILLAGE COMMONS DRIVE  
WEST BLOOMFIELD, MI 48322  
PH: (248) 788-4500

**MEADOWBROOK  
OFFICE BUILDING**

DATE  
7-12-05

PROJECT No.  
0432

DRAWN BY  
LAS

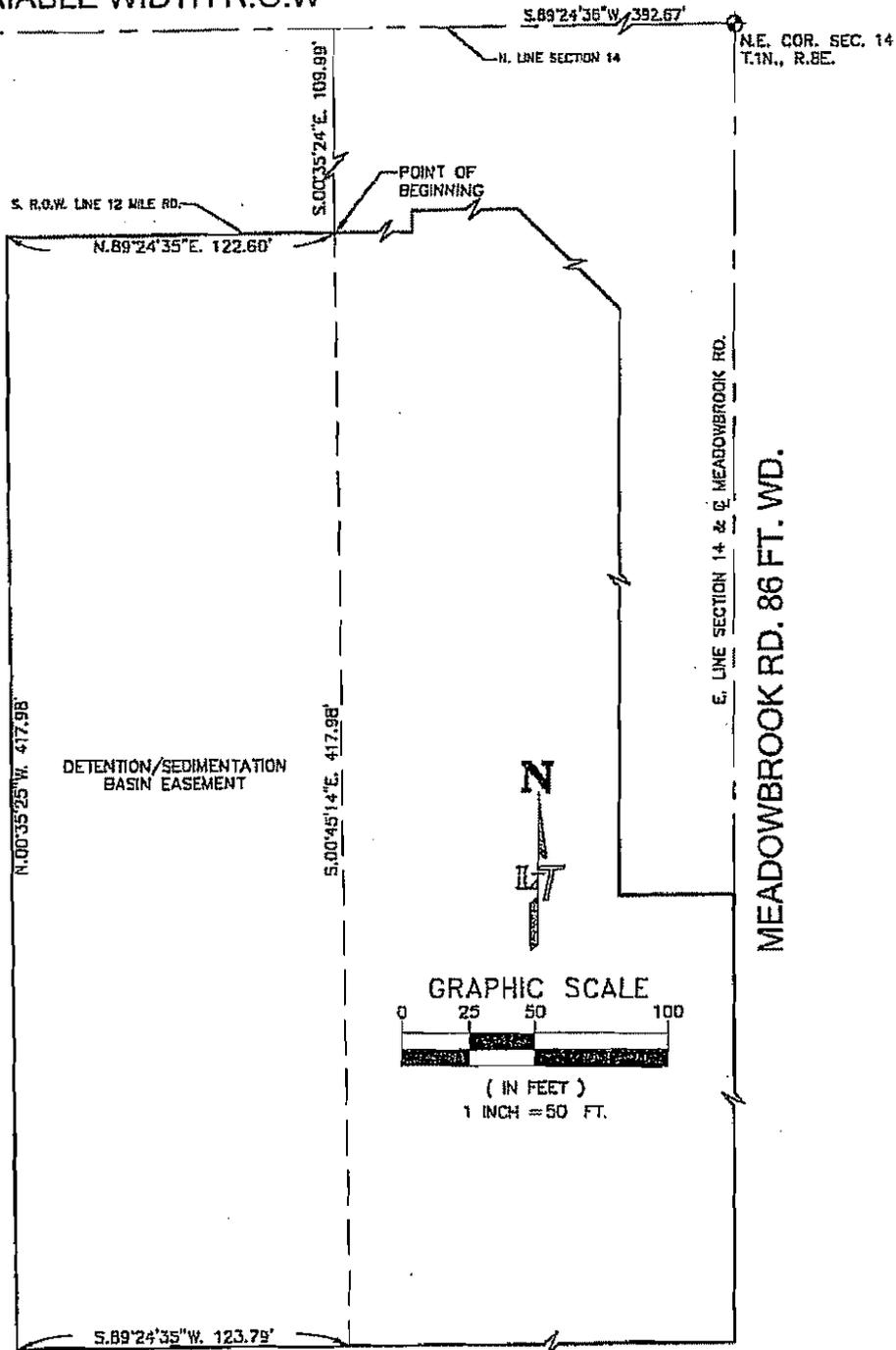
SCALE  
1" = 50'



2000 Lake Road, Suite 110  
Southfield, MI 48034  
(248) 557-7800  
Fax (248) 557-2048

EXHIBIT D

12 MILE ROAD (DIVIDED ROAD)  
VARIABLE WIDTH R.O.W



SHEET 1 OF 2

DETENTION/SEDIMENTATION BASIN EASEMENT AREA - EXHIBIT D

**HEFCO PROPERTIES**

5138 VILLAGE COMMONS DRIVE  
WEST BLOOMFIELD, MI 48322  
PH: (248) 788-4500

MEADOWBROOK  
OFFICE BUILDING

DATE  
7-12-05

DRAWN BY  
LAS

PROJECT No.  
0432

SCALE  
1" = 50'



25000 Ingham Road, Suite 122  
East Lansing, MI 48824  
(414) 357-7900  
Fax (414) 357-3416

EXHIBIT D

A VARIABLE WIDTH STRIP OF LAND FOR THE STORM DRAINAGE FACILITY MAINTENANCE, LOCATED IN THE N.E. 1/4 OF SECTION 14, T.1N., R.8E., NOVY TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS COMMENCING AT THE N.E. CORNER OF SAID SECTION 14; THENCE ALONG THE NORTH LINE OF SAID SECTION S.89°24'36"W. 392.67 FEET; THENCE S.00°45'14"E. 109.99 FEET TO THE POINT OF BEGINNING; THENCE S.00°45'14"E. 417.98 FEET; THENCE S.89°24'35"W. 123.79 FEET; THENCE N.00°35'25"W. 417.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 12 MILE ROAD (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE N.89°24'35"E. 122.60 FEET TO THE POINT OF BEGINNING. CONTAINING 51,494 S.F. OF 1.18 ACRES OF LAND, MORE OR LESS.

SHEET 2 OF 2

DETENTION/SEDIMENTATION BASIN EASEMENT AREA - EXHIBIT D

**HEFCO PROPERTIES**

5138 VILLAGE COMMONS DRIVE  
WEST BLOOMFIELD, MI 48322  
PH: (248) 788-4500



**MEADOWBROOK  
OFFICE BUILDING**

DATE  
7-12-05

PROJECT No.  
0432

DRAWN BY  
LAS

SCALE  
1" = 50'

27025 Ingham Road, Suite 125  
Farmington, MI 48334  
(248) 377-7500  
Fax (248) 377-2646