



CITY of NOVI CITY COUNCIL

**Agenda Item K
January 23, 2012**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from LaSalle Technology Centre, LLC, for the LaSalle South Technology Centre development located at 28845 Cabot Drive, in the Haggerty Corridor Corporate Park Phase 1 (parcel 22-12-200-053).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{RB} _{BC}

CITY MANAGER APPROVAL: *[Handwritten signatures]*

BACKGROUND INFORMATION:

LaSalle Technology Centre, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the LaSalle Technology Centre South site development located at 28845 Cabot Drive. The site is within the Haggerty Corridor Corporate Park Phase 1 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 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.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Kudla's May 11, 2007 letter, attached) and is recommended for approval. The utilities and associated easements for this site were previously accepted administratively.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from LaSalle Technology Centre, LLC, for the LaSalle South Technology Centre development located at 28845 Cabot Drive, in the Haggerty Corridor Corporate Park Phase 1 (parcel 22-12-200-053).

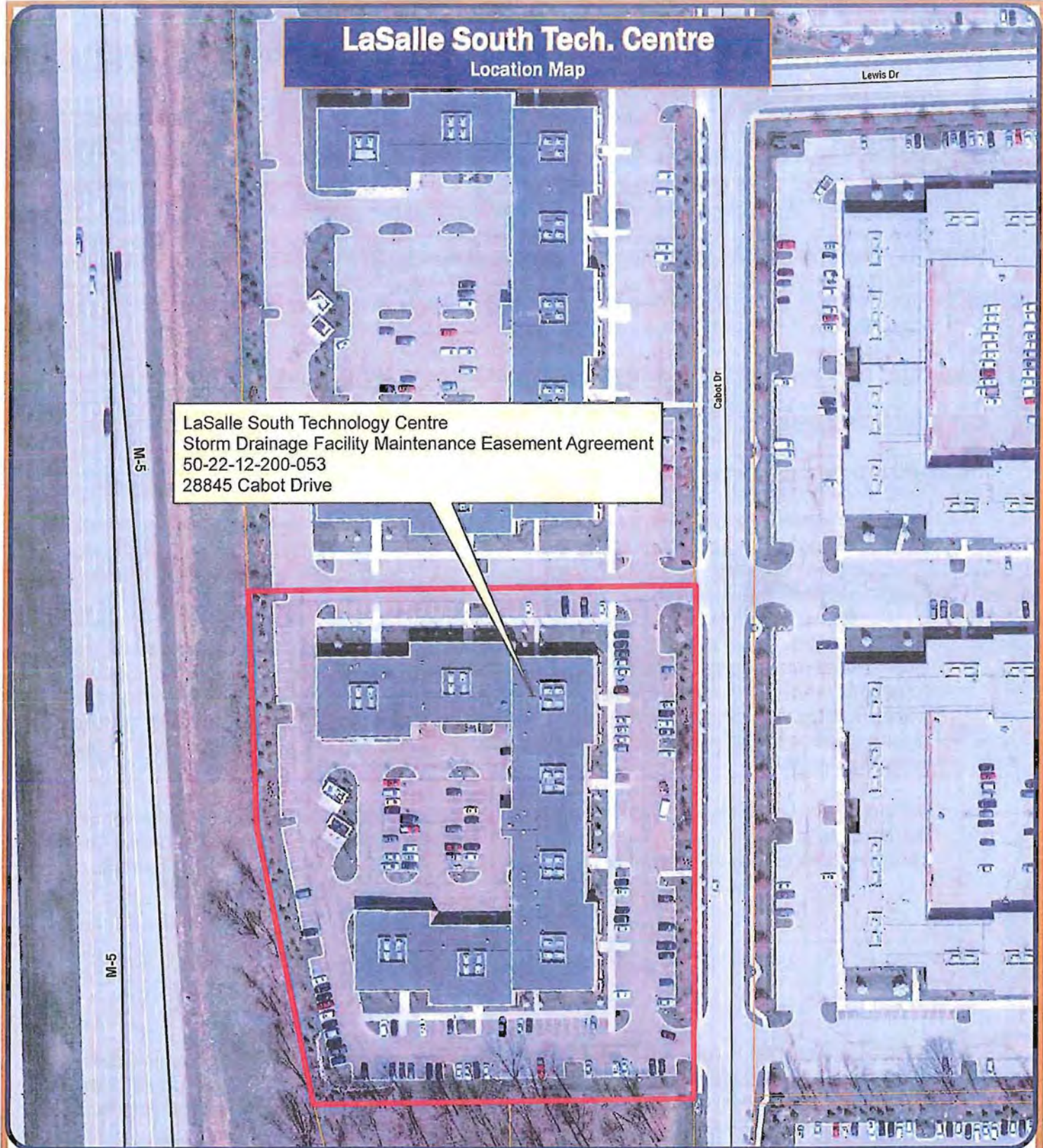
	1	2	Y	N
Mayor Gaff				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

LaSalle South Tech. Centre

Location Map

LaSalle South Technology Centre
 Storm Drainage Facility Maintenance Easement Agreement
 50-22-12-200-053
 28845 Cabot Drive



Map Author: Aaron J. Staup
 Date: January 5, 2012
 Project: LaSalle South Technology Centre
 Version #: 1

Storm Drainage Facility Maintenance Easement Agreement

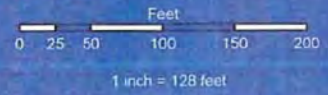
MAP INTERPRETATION NOTICE
 Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined by Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

- Road Classification
 - Major Streets
 - Minor Streets
- Novi Tax Parcel BSA
- Novi 2010 Aerial Photograph
- RGB
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- City of Novi Boundary



City of Novi
 Engineering Division
 Department of Public Services
 26300 Delwal Drive
 Novi, MI 48375
 cityofnovi.org





May 11, 2007

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, City Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: LaSalle Technology Centre (South)
Dedication and Acceptance of Utilities
Our File No. 660080 NOVI**

Dear Mr. Hayes:

On March 26, 2007, we sent you our letter approving the legal format and content of the following documents for the LaSalle Technology Centre (South):

1. Water Main Easement
2. Sanitary Sewer Easement
3. Bill of Sale (water and sanitary sewer improvements)
4. Title Insurance Policy
5. Storm Drainage Facility Maintenance Easement Agreement
6. Restated Cross Access Easement Agreement
7. Edison Consent Letter
8. Maintenance and Guarantee Bond and Rider

Since that time, an error was determined within the legal description of the Water Main Easement. The Water Main Easement has been revised and an original replacement Easement has been provided. Subject to approval of the revised legal description by the City's Consulting Engineer, the form and content of the Water System Easement is acceptable.

Additionally, since our March 26, 2007 approval letter, Chapter 26.5 of the City's Ordinance Code has been revised to permit the City Engineer to acknowledge acceptance of the Water Main, Sanitary Sewer and Cross Access Easements, and any corresponding improvements, on behalf of the City. Thus, the only document listed above that must be approved by City Council is the Storm Drainage Facility Maintenance Easement Agreement.

As previously indicated, all original documents have been forwarded to the City Clerk's Office with this letter. Once approved and accepted by your signature of the Acknowledgment form, the original Restated Cross Access

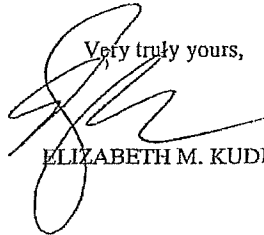
COUNSELORS AT LAW

Rob Hayes, City Engineer
May 11, 2007
Page 2

Easement Agreement and Water Main and Sanitary Sewer Easements should be forwarded by the City Clerk's Office to the Oakland County Register of Deeds for recording. The Bill of Sale, Maintenance and Guarantee Bond, and the Title Policy should be maintained in the City's file. The Storm Drainage Facility Maintenance Easement Agreement should be placed on an upcoming City Council Agenda for acceptance.

Should you have any questions or concerns in regard to this matter, please feel free to contact me.

Very truly yours,



ELIZABETH M. KUDLA

EMK
Enclosures

C: Maryanne Cornelius, Clerk (w/originals)
Marina Neumaier, Assistant Director of Finance (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Dave Bluhm, Spalding DeDecker (w/Enclosures)
Sarah Marchioni, Building Department (w/Enclosures)
Julie Chalmers, Northern Equities (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

C:\Nrp\Portbl\Innange\BKUDLA\914784_2.DOC

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 5th day of February, 2007, by and between the LaSalle Technology Centre, LLC, a Michigan limited liability corporation, whose address is 39000 Country Club Drive, Farmington Hills, Michigan 48377 (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 22 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/research office building development on the Property (the "Development").

B. The Development, shall contain certain storm drainage facilities, including catch basins and storm sewer piping, 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 piping and catch basins, 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 piping and catch basins in the manner set forth in Schedule B, 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 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.

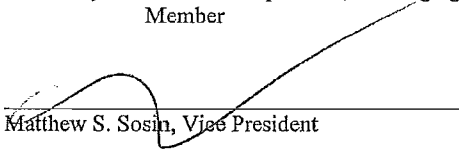
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER

LaSalle Technology Centre, LLC a Michigan limited liability company

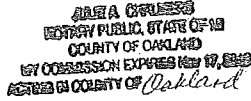
By: Haggerty Corridor Partners, LLC,
Member

By: FG 38 Corporation, Managing
Member


Matthew S. Sosin, Vice President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 5th day of February, 2007, by Matthew S. Sosin, as the Vice President of FG 38 Corporation, Managing Member of Haggerty Corridor Partners, LLC, a Michigan limited liability company, Member, LaSalle Technology Centre, LLC, a Michigan limited liability company.



Alan A. Chalmers
Notary Public
Oakland County, Michigan
My Commission Expires: _____

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 _____, 200__, 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

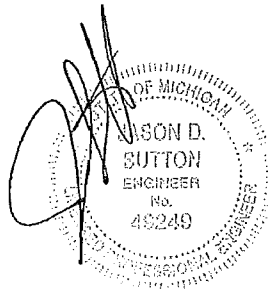
And when recorded return to:
Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Rd
Novi, MI 48375
C:\N\Portibi\manage\BKUDLA\792425_1.DOC

A R Decker & Associates
Consulting Engineers
Civil — Structural
920 East Long Lake Road
Troy, Michigan 48085
Telephone (248) 528-3779
Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'A'
(LaSALLE SOUTH TECHNOLOGY CENTER)

NOTE: NO FIELD WORK
DONE AS PART OF THIS
PLAN. ALL EASEMENT
INFORMATION IS BASED ON
BOUNDARY SURVEY BY
JARRETT-MILLS-SCHRON
AND ASSOCIATES, JOB No.
99035, DATED 10-04-00.

DATE: 02/27/06



LEGAL DESCRIPTION:

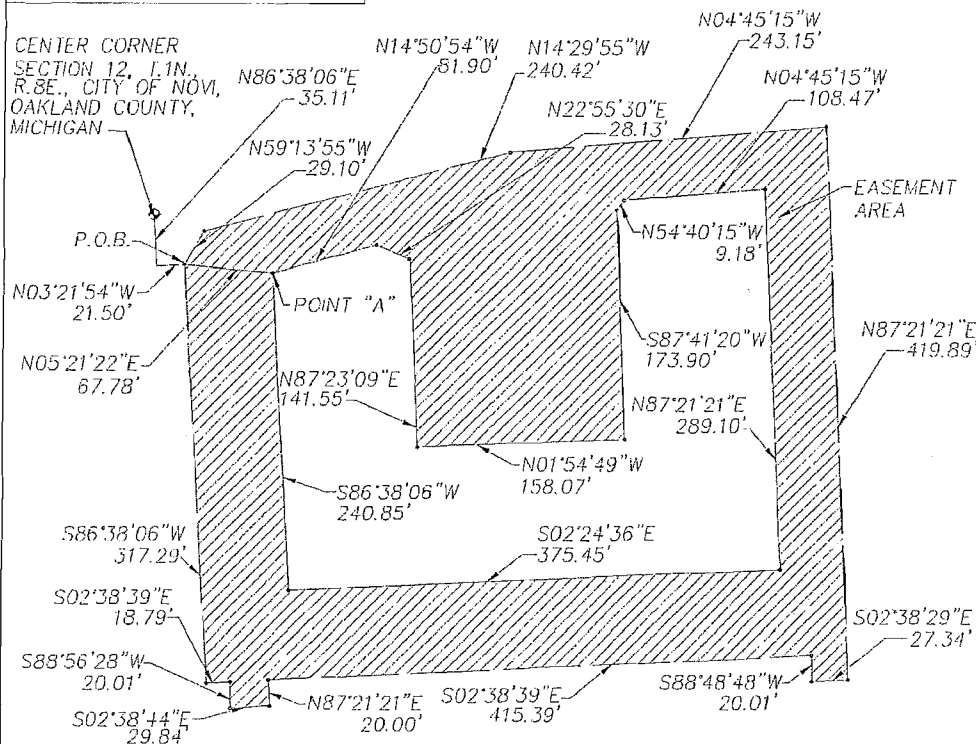
A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 12; S.02°27'12"E., 2582.94 FEET; THENCE N.86°38'06"E., 509.10 FEET TO THE POINT OF BEGINNING; THENCE N.14°29'55"W., 275.21 FEET; THENCE N.04°45'15"W. 348.39 FEET; THENCE N.04°03'03"W., 462.46 FEET; THENCE N.87°21'21"E., 455.04 FEET; THENCE S.02°38'39"E., 1075.10 FEET; THENCE S.86°38'06"W., 374.35 FEET TO THE POINT OF BEGINNING. CONTAINING 10.73 ACRES MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

A R Decker & Associates
 Consulting Engineers
 Civil — Structural
 920 East Long Lake Road
 Troy, Michigan 48085
 Telephone (248) 528-3779
 Facsimile (248) 528-3548
 DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'C'
 STORM DRAINAGE FACILITY
 MAINTENANCE EASEMENT AGREEMENT



SCALE: 1" = 100'
 DATE: 02/27/06



LEGAL DESCRIPTION

AN EASEMENT FOR THE MAINTENANCE OF STORM DRAINAGE FACILITIES DESCRIBED AS BEING PART OF THE NE ¼ OF SECTION 12, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN IS DESCRIBED AS: COMMENCING AT THE CENTER CORNER OF SAID SECTION 12; THENCE N.86°38'06"E. 35.11 FEET; THENCE N.03°21'54"W. 21.50 FEET TO THE POINT OF BEGINNING; THENCE N.59°13'55"W. 29.10 FEET; THENCE N.14°29'55"W. 240.42 FEET; THENCE N.04°45'15"W. 243.15 FEET; THENCE N.87°21'21"E. 419.89 FEET; THENCE S.02°38'29"E. 27.34 FEET; THENCE S.88°48'48"W. 20.01 FEET; THENCE S.02°38'39"E. 415.39 FEET; THENCE N.87°21'21"E. 20.00 FEET; THENCE S.02°38'44"E. 29.84 FEET; THENCE S.88°56'28"W. 20.01 FEET; THENCE S.02°38'39"E. 18.79 FEET; THENCE S.86°39'06"W. 317.29 FEET TO THE POINT OF BEGINNING

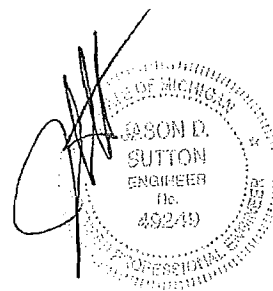
EXCLUDING THE AREA DESCRIBED AS COMMENCING AT THE CENTER CORNER OF SAID SECTION 12, THENCE N.86°38'06"E. 35.11 FEET; THENCE N.03°21'54"W. 21.50 FEET; THENCE, N.05°21'22"E. 67.78 FEET TO POINT "A", THENCE N.14°50'54"W. 81.90 FEET; THENCE N.22°55'30"E. 28.13 FEET; THENCE N.87°23'09"E. 141.55 FEET; THENCE N.01°54'49"W. 158.07 FEET; THENCE S.87°41'20"W. 173.90 FEET; THENCE N.54°40'15"W. 9.18 FEET; THENCE N.04°45'15"W. 108.47 FEET; THENCE N.87°21'21"E. 289.10 FEET; THENCE S.02°24'36"E. 375.45 FEET; THENCE S.86°38'06"W. 240.85 FEET TO POINT "A"

A R Decker & Associates
Consulting Engineers
Civil — Structural
920 East Long Lake Road
Troy, Michigan 48065
Telephone (248) 528-3779
Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'D' PAGE 1 OF 2
BASIN 'C'
(LaSALLE SOUTH TECHNOLOGY CENTRE)

BASIN "C" EASEMENT

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SECTION 12; THENCE S.02°34'13"E., 1101.49 FEET ALONG THE EAST SECTION LINE, ALSO BEING THE CENTERLINE LINE OF HAGGERTY ROAD; THENCE S.85°27'00"W., 360.01 FEET TO THE POINT OF BEGINNING; THENCE S.85°27'00"W., 147.96 FEET; THENCE S.02°37'38"E., 486.36 FEET; THENCE N.85°30'18"E., 147.47 FEET; THENCE N.02°34'11"W., 486.52 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.



NOTE: NO FIELD WORK
DONE AS PART OF THIS
PLAN. ALL BOUNDARY
INFORMATION IS BASED ON
BOUNDARY SURVEY BY JCK
& ASSOCIATES, INC., JOB
No. 30-09075, DATED
12-12-03.

DATE: 2/27/06

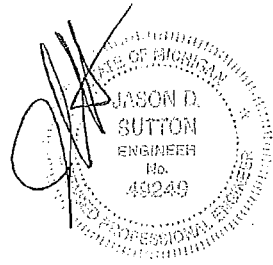
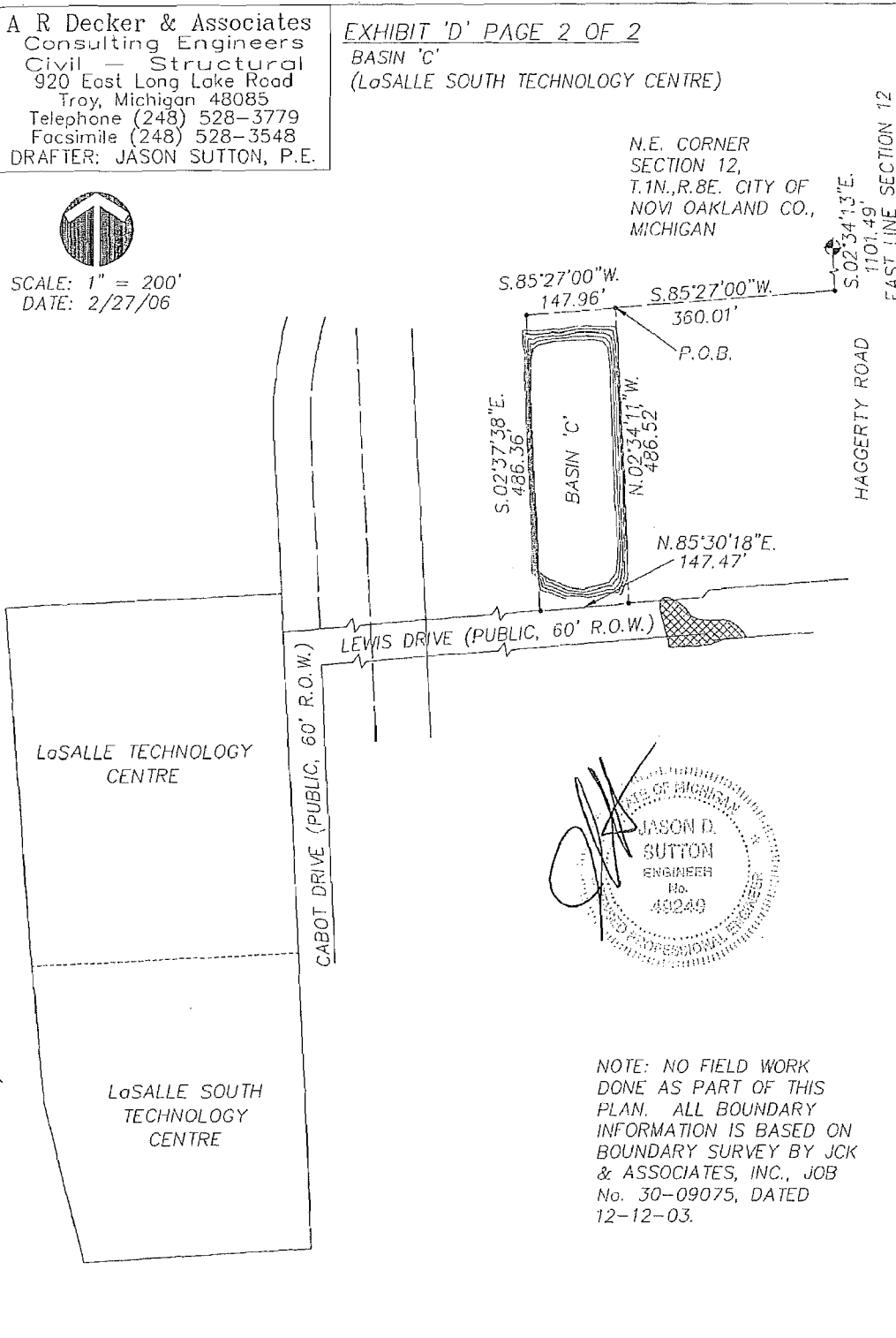
A R Decker & Associates
 Consulting Engineers
 Civil — Structural
 920 East Long Lake Road
 Troy, Michigan 48085
 Telephone (248) 528-3779
 Facsimile (248) 528-3548
 DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'D' PAGE 2 OF 2
 BASIN 'C'
 (LoSALLE SOUTH TECHNOLOGY CENTRE)

N.E. CORNER
 SECTION 12,
 T.1N., R.8E. CITY OF
 NOVI OAKLAND CO.,
 MICHIGAN



SCALE: 1" = 200'
 DATE: 2/27/06



NOTE: NO FIELD WORK
 DONE AS PART OF THIS
 PLAN. ALL BOUNDARY
 INFORMATION IS BASED ON
 BOUNDARY SURVEY BY JCK
 & ASSOCIATES, INC., JOB
 No. 30-09075, DATED
 12-12-03.