



CITY of NOVI CITY COUNCIL

Agenda Item L
May 12, 2008

SUBJECT: Approval of the Storm Drainage Facility Maintenance Easement Agreement for the Ryder System, Inc. site located at the northeast corner of Thirteen Mile Road and Cabot Drive. The site is Parcel ID No. 22-01-400-020 in Section 1.

SUBMITTING DEPARTMENT: Engineering *RS*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

NEG/EE Partners, LLC has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the Ryder site located in Haggerty Corridor Corporate Park, Phase II. The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's November 28, 2007 letter, attached).

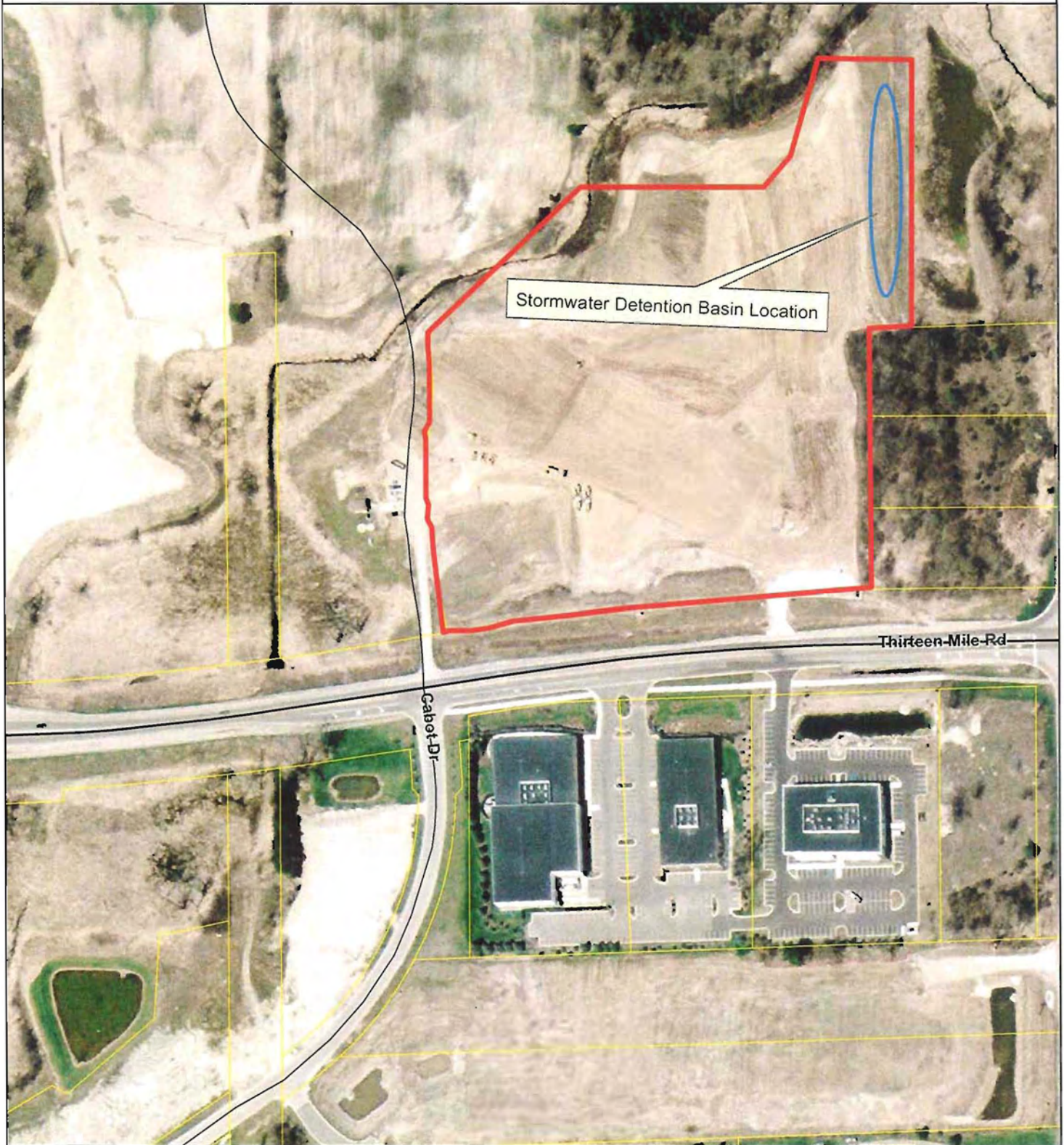
The only remaining item requiring Council action for the Ryder site will be the acceptance of the adjacent portion of Cabot Drive, which NEG/EE Partners intends to dedicate to the city (along with the remainder of Cabot Drive and MacKenzie Drive in Phase II) later this year. As discussed in Rob Hayes' April 23, 2008 memorandum (attached), this action would require Council to waive the 90% build-out requirement of Chapter 26.5.

RECOMMENDED ACTION: Approval of the Storm Drainage Facility Maintenance Easement Agreement for the Ryder System, Inc. site located at the northeast corner of Thirteen Mile Road and Cabot Drive. The site is Parcel ID No. 22-01-400-020 in Section 1.

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

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

Ryder System, Inc. Site Stormwater Detention Basin



Stormwater Detention Basin Location

Thirteen-Mile-Rd

Cabot-Dr



CITY OF NOVI
GEOGRAPHIC INFORMATION SYSTEMS OFFICE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 NOVI CITY HALL/CIVIC CENTER
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-3279
 WWW.CI.NOVI.MI.US



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 Manager to confirm source and accuracy information related to this map.

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 2nd day of May, 2007, by and between the NEG/EE Partners LLC, a Michigan limited liability company, 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 1 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.

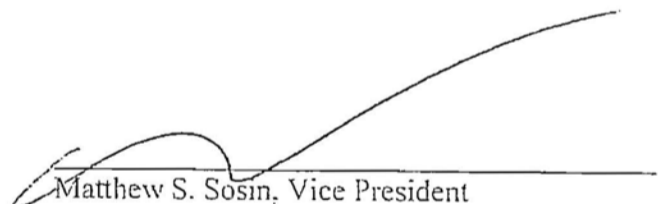
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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
NEG/EE Partners LLC, a Michigan
limited liability company

By: Northern Ryder Manager LLC, a
Michigan limited liability company, a
manager

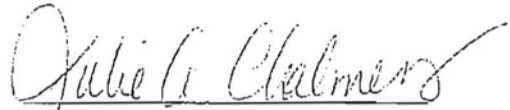


Matthew S. Sosin, Vice President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 2nd day of May, 2007, by Matthew S. Sosin, Vice President of NORTHERN RYDER MANAGER LLC, a Michigan limited liability company, a manager.

~~JULIE A. CHALMERS~~
~~NOTARY PUBLIC, STATE OF MI~~
~~COUNTY OF OAKLAND~~
~~MY COMMISSION EXPIRES MAY 07, 2009~~
~~ACTING IN COUNTY OF~~ *Oakland*



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:
Julie A. Chalmers
Northern Equities Group
39000 Country Club Drive
Farmington Hills, MI 48377

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

CONSENT TO EASEMENT

PNC Bank, National Association, a national banking association ("PNC"), as the holder of that certain Mortgage dated May 7, 2007 by NEG/EE Partners LLC, a Michigan limited liability company ("NEG/EE Partners"), together with Rider to Mortgage, pursuant to which PNC has a mortgage lien in and to the property referenced in the Storm Drainage Facility Maintenance Easement Agreement, dated May 2, 2007, attached hereto and incorporated as Exhibit A, whereby NEG/EE Partners grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned. This Consent to Easement shall bind the undersigned and the successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused this Consent to Easement to be executed as of the 23rd day of August, 2007.

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By: James A. Harmann
Name: James A. Harmann
Title: Vice President

STATE OF OHIO)

) SS:

COUNTY OF HAMILTON)

The foregoing Consent to Easement was acknowledged before me this 23rd day of August, 2007 by James A. Harmann, a Vice President of PNC Bank, National Association, a national banking association, on behalf of the national banking association.

J. Meader

RECEIVED AUG 27 2007

no

res: _____

JUDY T. MEADER
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES
AUGUST 16, 2008

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' 1 OF 3
LEGAL DESCRIPTION

NOTE: NO FIELD WORK
DONE AS PART OF THIS
PLAN. ALL EASEMENT
INFORMATION IS BASED
ON BOUNDARY SURVEY
BY JCK & ASSOCIATES,
INC. JOB No. 30-09535,
DATED 02-02-2007.

DATE: 02/26/07



PROPOSED LEGAL DESCRIPTION

A PARCEL OF LAND, PART OF THE EAST 1\2 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED N02°30'04"W, 632.02 FEET ALONG THE EAST LINE OF SECTION 1 AND S85°30'21"W, 275.75 FEET FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE S85°30'21"W, 69.23 FEET; THENCE S02°30'04"E, 454.16 FEET; THENCE 743.73 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5819.58 FEET AND A CHORD BEARING S81°40'19"W, 743.23 FEET; THENCE S77°54'36"W, 1.19 FEET; THENCE N11°00'55"W, 189.03 FEET; THENCE 173.17 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 570.00 FEET AND A CHORD BEARING N02°18'44"W, 172.50 FEET; THENCE 165.24 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 455.00 FEET AND A CHORD BEARING N04°00'45"W, 164.33 FEET; THENCE N44°08'59"E, 370.52 FEET; THENCE N87°29'56"E, 312.43 FEET; THENCE N41°04'28"E, 75.81 FEET; THENCE N13°30'29"E, 174.90 FEET; THENCE N87°57'28"E, 162.89 FEET; THENCE S02°02'32"E, 467.58 FEET TO THE POINT OF BEGINNING. CONTAINING 13.539 ACRES. SUBJECT TO ANY AND ALL EASEMENTS OR 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 'A' PAGE 2 OF 3
PROPOSED ON-SITE
DRAIN EASEMENT

NOTE: NO FIELD WORK
DONE AS PART OF THIS
PLAN. ALL EASEMENT
INFORMATION IS BASED
ON BOUNDARY SURVEY
BY JCK & ASSOCIATES,
INC. JOB No. 30-09535,
DATED 02-02-2007.

DATE: 02/26/07

A handwritten signature in black ink is written over a circular stamp. The signature is stylized and appears to be 'J. Sutton'. The stamp is mostly illegible but contains some faint text.

PROPOSED ON-SITE DRAIN EASEMENT:

A PARCEL OF LAND MORE SPECIFICALLY DESCRIBED AS PART OF THE EAST 1/2 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, COMMENCING AT A POINT N02°30'04"W, 632.02 FEET ALONG THE EAST LINE OF SECTION 1; THENCE S85°30'21"W, 275.75 FEET; THENCE N02°02'32"W, 467.58 FEET; THENCE S87°57'28"W, 124.88 FEET TO THE POINT OF BEGINNING; THENCE S40°00'15"W, 72.58 FEET; THENCE S64°08'09"W, 5.48 FEET; THENCE N13°30'29"E, 58.25 FEET; THENCE N87°57'28"E, 38.01 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR 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.

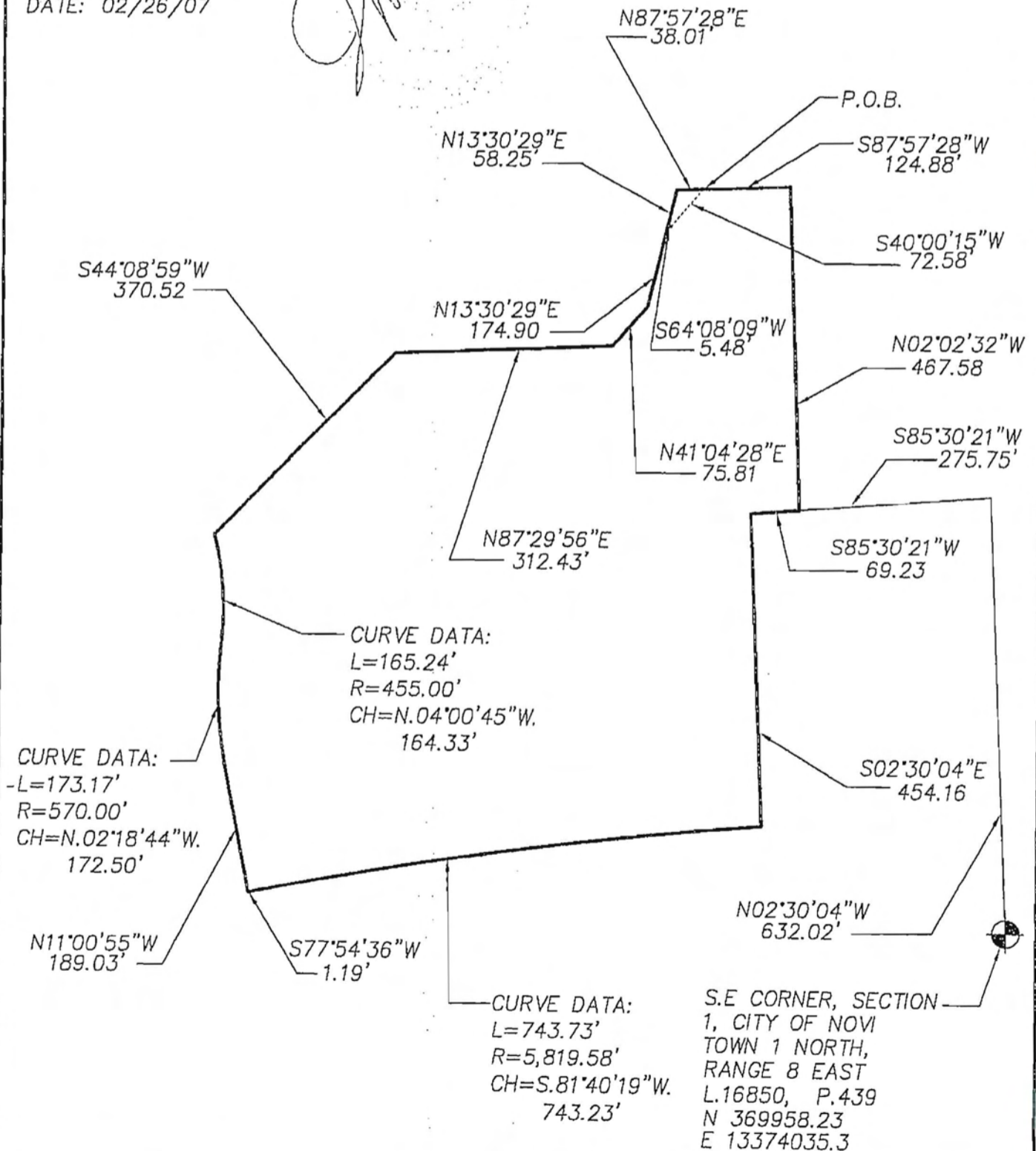
EXHIBIT 'A' PAGE 3 OF 3
 PROPOSED ON-SITE
 DRAIN EASEMENT

NOTE: NO FIELD WORK
 DONE AS PART OF THIS
 PLAN. ALL EASEMENT
 INFORMATION IS BASED
 ON BOUNDARY SURVEY
 BY JCK & ASSOCIATES,
 INC. JOB No. 30-09535,
 DATED 02-02-2007.



SCALE: 1" = 200'
 DATE: 02/26/07

[Handwritten signature]



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' 1 OF 3
LEGAL DESCRIPTION

NOTE: NO FIELD WORK
DONE AS PART OF THIS
PLAN. ALL EASEMENT
INFORMATION IS BASED
ON BOUNDARY SURVEY
BY JCK & ASSOCIATES,
INC. JOB No. 30-09535,
DATED 02-02-2007.

DATE: 02/26/07



PROPOSED LEGAL DESCRIPTION

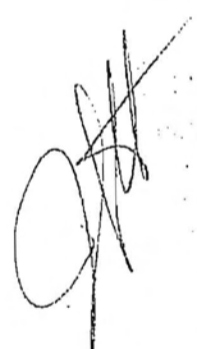
A PARCEL OF LAND, PART OF THE EAST 1\2 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED N02°30'04"W, 632.02 FEET ALONG THE EAST LINE OF SECTION 1 AND S85°30'21"W, 275.75 FEET FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE S85°30'21"W, 69.23 FEET; THENCE S02°30'04"E, 454.16 FEET; THENCE 743.73 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5819.58 FEET AND A CHORD BEARING S81°40'19"W, 743.23 FEET; THENCE S77°54'36"W, 1.19 FEET; THENCE N11°00'55"W, 189.03 FEET; THENCE 173.17 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 570.00 FEET AND A CHORD BEARING N02°18'44"W, 172.50 FEET; THENCE 165.24 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 455.00 FEET AND A CHORD BEARING N04°00'45"W, 164.33 FEET; THENCE N44°08'59"E, 370.52 FEET; THENCE N87°29'56"E, 312.43 FEET; THENCE N41°04'28"E, 75.81 FEET; THENCE N13°30'29"E, 174.90 FEET; THENCE N87°57'28"E, 162.89 FEET; THENCE S02°02'32"E, 467.58 FEET TO THE POINT OF BEGINNING. CONTAINING 13.539 ACRES. SUBJECT TO ANY AND ALL EASEMENTS OR 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' 2 OF 3
BASIN ACCESS EASEMENT

NOTE: NO FIELD WORK
DONE AS PART OF THIS
PLAN. ALL EASEMENT
INFORMATION IS BASED
ON BOUNDARY SURVEY
BY JCK & ASSOCIATES,
INC. JOB No. 30-09535,
DATED 02-02-2005.

DATE: 02/26/07



PROPOSED BASIN ACCESS EASEMENT:

A PARCEL OF LAND, PART OF THE E 1/2 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT A POINT LOCATED N02°30'04"W 632.02 FEET ALONG THE EAST LINE OF SECTION 1; THENCE S85°30'21"W, 275.75 FEET; THENCE S85°30'21"W, 69.23 FEET; THENCE S02°30'04"E, 454.16 FEET; THENCE 156.04 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5,819.58 FEET AND A CHORD BEARING S84°33'54"W, 156.03 FEET TO POINT OF BEGINNING; THENCE N06°19'16"W, 89.51 FEET; THENCE N25°07'12"E, 188.80 FEET; THENCE N02°30'04"W, 160.39 FEET; THENCE N36°23'10"W, 34.08 FEET; THENCE N02°30'04"W, 164.11 FEET; THENCE S87°29'56"W, 157.04 FEET; THENCE N02°30'04"W, 31.89 FEET; THENCE N61°46'38"E, 38.77 FEET; THENCE N39°49'09"E, 90.87 FEET; THENCE N50°53'19"W, 15.00 FEET; THENCE S39°49'09"W, 87.77 FEET; THENCE S61°46'38"W, 55.27 FEET; THENCE S02°30'04"E, 60.98 FEET; THENCE N87°29'56"E, 157.04 FEET; THENCE S02°30'04"E, 147.42 FEET; THENCE S36°23'10"E, 34.08 FEET; THENCE S02°30'04"E, 147.18 FEET; THENCE S25°07'12"W, 189.66 FEET; THENCE S06°19'16"E, 96.26 FEET; THENCE 24.00 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5,819.58 FEET AND A CHORD BEARING N83°40'44"E, 24.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR 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' 3 OF 3
 BASIN ACCESS EASEMENT

NOTE: NO FIELD WORK
 DONE AS PART OF THIS
 PLAN. ALL EASEMENT
 INFORMATION IS BASED
 ON BOUNDARY SURVEY
 BY JCK & ASSOCIATES,
 INC. JOB No. 30-09535,
 DATED 02-02-2005.



SCALE: 1" = 200'
 DATE: 02/26/07

