



CITY OF NOVI CITY COUNCIL
MARCH 8, 2021

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Haggerty Corridor Partners, LLC for Adams North Technology Centre located north of Mackenzie Drive and west of Haggerty Road (parcel 50-22-01-200-049).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: Haggerty Corridor Partners, 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, November 26, 2019) and the City Engineering consultant (Spalding DeDecker, February 11, 2020), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Haggerty Corridor Partners, LLC for Adams North Technology Centre located north of Mackenzie Drive and west of Haggerty Road (parcel 50-22-01-200-049).

Adams North Technology Centre SDFMEA

Location Map

Adams North Technology Centre
50-22-01-200-049

Cabot Dr

MacKenzie Dr

Map Author: Kate Richardson
Date: 02/18/2021
Project: Adams North Technology Centre SDFMEA
Version: 1.0

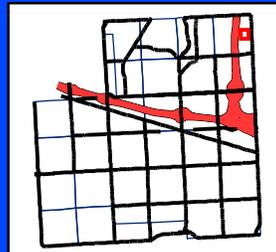
Amended By:
Date:
Department:

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

 Subject Parcel



City of Novi

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

Feet
0 30 60 120 180
1 inch = 147 feet



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

November 26, 2019

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

**Re: Adams North Technology Centre JSP 19-05
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 Adams North Technology Centre. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. Subject to review and approval of the attached exhibits by the City's Consulting Engineer, 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,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Sri Komaragiri, Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Madeleine Kopko, Planning Assistant (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Kate Richardson, Plan Review Engineer (w/Enclosure)
Rebecca Runkel, Staff Engineer (w/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Joe Drolshagen and Julie Barnard, Northern Equities (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 8th day of November, 2019, by and between Adams North Technology Centre LLC, a Michigan limited liability company, whose address is 39000 Country Club Drive, Farmington Hills, Michigan 48331 (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 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 facility development on the Property.
- B. The Office/Research facility 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 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

Adams North Technology Centre LLC, a Michigan limited liability company,

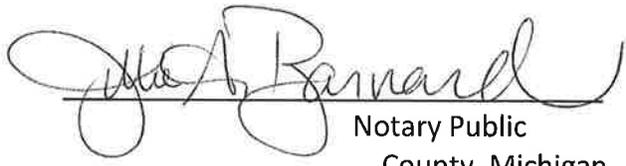
By: Haggerty Corridor Partners LLC, a Michigan limited liability company, its sole member

By: FG 38 Corporation, a Michigan corporation, its manager

By: 
Matthew S. Sosin

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of November, 2019 by Matthew S Sosin, Manager, FG 38 Corporation, Sole Member, Haggerty Corridor Partners LLC, a Michigan limited liability company, Adams North Technology Centre LLC, a Michigan limited liability company.


Notary Public

JULIE A. BARNARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 17, 2023
ACTING IN COUNTY OF 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 _____ 201____, 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"
OVERALL PARCEL**

LEGAL DESCRIPTION – PARCEL No. 22-01-200-049:

(Per PEA)

STORM WATER MAINTENANCE AGREEMENT EASEMENT

Part of the East 1/2 of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: COMMENCING at the East 1/4 corner of said Section 1; thence along the East line of said Section 1 S02°30'06"E, 6.24 feet; thence S87°29'54"W, 60.00 feet to the intersection of the West line of Haggerty Road, (120' wide) and the North line of Mackenzie Drive (variable width); thence along said North line the following four (4) courses;

1. S87°29'39"W, 145.57 feet;
2. S78°16'26"W, 87.38 feet;
3. S87°29'39"W, 430.82 feet;
4. 42.58 feet along the arc of a curve to the right, having a radius of 420.00 feet, and a chord bearing N89°36'07"W 42.56 feet to the POINT OF BEGINNING;

thence continuing along the North line of Mackenzie Road (60' wide) the following four (4) courses:

1. 181.45 feet along the arc of a curve to the right, having a radius of 420.00 feet, and a chord bearing N74°19'12"W, 180.04 feet
2. N61°56'30"W, 159.14 feet;
3. 212.59 feet along the arc of a curve to the left, having a radius of 480.00 feet, and a chord bearing N74°37'48"W, 210.86 feet;
4. N87°19'07"W, 207.14 feet to the East line of Cabot Drive (60' wide)

thence 26.43 feet along the arc of a non-tangent curve to the right, having a radius of 420.00 feet, and a chord bearing N08°34'49"E, 26.43 feet to the North line of said Cabot Drive;

thence along said north line N81°15'14"W, 11.59 feet;

thence N02°57'07"W, 53.46 feet;

thence 351.10 feet along the arc of a curve to the right, having a radius of 420.00 feet, and a chord which bears N20°59'48"E, 340.97 feet;

thence N44°56'42"E, 99.19 feet;

thence S61°49'28"E, 576.30 feet;

thence S61°07'46"E, 20.00 feet;

thence S02°30'21"E, 377.51 feet to the POINT OF BEGINNING, containing ±6.700 acres of land.



PEA, Inc.

2430 Rochester Ct, Ste 100
Troy, MI 48063-1872
T: 248.889.9090
F: 248.889.1044
www.peainc.com

CLIENT: NORTHERN EQUITIES GROUP 39000 COUNRTY CLUB DRIVE FARMINGTON HILLS, MICHIGAN 48331	SCALE: NTS	JOB No: 2014-016
	DATE: 4-16-19 REV: 7-23-19	DWG. No: 1 of 1

EXHIBIT "B" SCHEDULE OF MAINTENANCE FOR STORM SEWER SYSTEM

TASKS	COMPONENTS	Catch Basin, Inlets, Manholes, Oil/Gas Separator Hood	Storm Sewer Pipes	Swales	SCHEDULE
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	Quarterly
Remove floatables and debris		X	X	X	As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect for site erosion				X	Weekly
re-establish vegetation in eroded areas				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	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	Annually
Pavement sweeping					Weekly or as required

TASKS	COMPONENTS	Catch Basin, Inlets, Manholes, Oil/Gas Separator Hood	Storm Sewer Pipes	Swales	SCHEDULE	ESTIMATED ANNUAL BUDGET		
						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	Annually	\$75	\$75	\$75
Remove floatables and debris		X	X	X	Annually	\$100	\$50	\$50
Inspect for site erosion				X	Annually	\$75	\$75	\$75
Re-establish vegetation in eroded areas				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	Annually	\$125	\$125	\$125
Make adjustments or replacements as determined by annual wet weather inspection.		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.

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CLIENT:
NORTHERN EQUITIES GROUP
39000 COUNRTY CLUB DRIVE
FARMINGTON HILLS, MICHIGAN 48331

SCALE: NTS

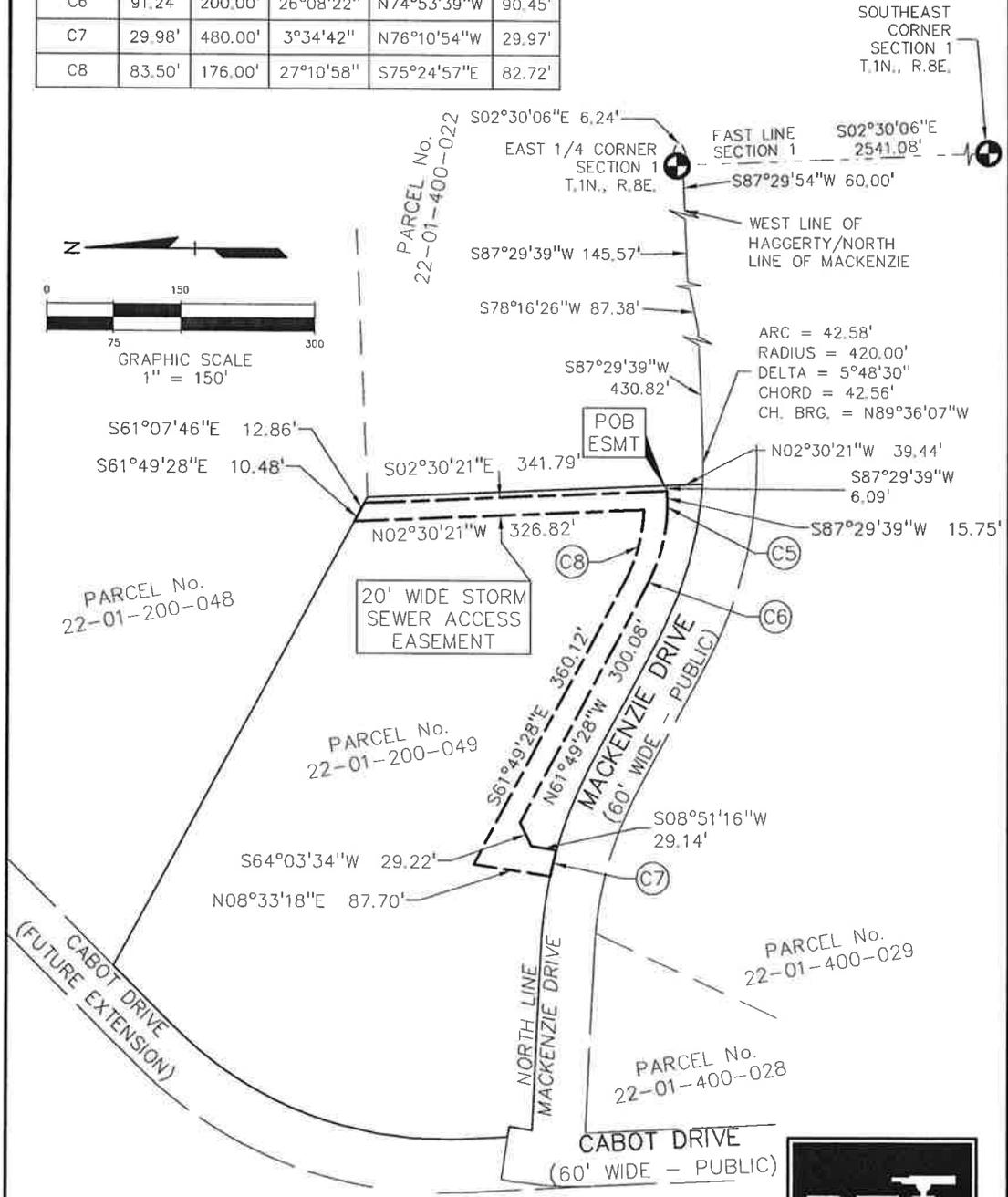
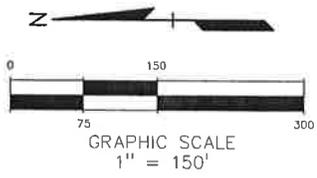
JOB No: 2014-016

DATE: 4-16-19
REV: 7-23-19

DWG. No: 1 OF 1

EXHIBIT C
SKETCH OF STORM SEWER ACCESS EASEMENT
 PAGE 1 OF 2

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C5	4.26'	200.00'	1°13'09"	N88°34'25"W	4.26'
C6	91.24'	200.00'	26°08'22"	N74°53'39"W	90.45'
C7	29.98'	480.00'	3°34'42"	N76°10'54"W	29.97'
C8	83.50'	176.00'	27°10'58"	S75°24'57"E	82.72'



CLIENT: NORTHERN EQUITIES GROUP 39000 COUNTRY CLUB DRIVE FARMINGTON HILLS, MI 48331	REV: 11-8-19	JOB No: 2014016 DWG. No: 1 of 2
	SCALE: 1" = 150'	
	DATE: 4-26-19 REV: 7-23-19	

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

EXHIBIT D
STORM SEWER ACCESS EASEMENT LEGAL DESCRIPTION

LEGAL DESCRIPTION – VARIABLE WIDTH STORM SEWER ACCESS

(Per PEA)

A variable width Storm Sewer Access Easement over part of Parcel 22-01-200-049, being lands in the East 1/2 of Section 1, Town 1, Range 8 East, City, of Novi, Oakland County, Michigan, said easement being more particularly described as follows:

COMMENCING at the East 1/4 corner of Section 1; thence along the East line of said Section 1 S02°30'06"E, 6.24 feet; thence S87°29'54"W, 60.00 feet to the intersection of the west line of Haggerty Road, (120' wide) and the north line of Mackenzie Drive (variable width); thence along said north line the following four (4) courses;

1. S87°29'39"W, 145.57 feet;
2. S78°16'26"W, 87.38 feet;
3. S87°29'39"W, 430.82 feet;
4. 42.58 feet along the arc of a curve to the right, having a radius of 420.00 feet, a central angle of 5°48'30", and a chord bearing N89°36'07"W, 42.56 feet; thence non-tangent to said curve N02°30'21"W, 39.44 feet; thence S87°29'39"W, 6.09 feet; to the POINT-OF-BEGINNING;

thence S87°29'39"W, 15.75 feet;
 thence 4.26 feet along a non-tangent curve to the right, having a radius of 200.00 feet, a central angle of 01°13'09", and chord bearing N88°34'25"W, 4.26 feet;
 thence 91.24 feet along a compound tangent curve to the right, having a radius of 200.00 feet, a central angle of 26°08'22", and chord bearing N74°53'39"W, 90.45 feet;
 thence N61°49'28"W, 300.08 feet;
 thence S64°03'34"W, 29.22 feet;
 thence S08°51'16"W, 29.14 feet;
 thence 29.98 feet along a non-tangent curve to the left, having a radius of 480.00 feet, a central angle of 03°34'42", and chord bearing N76°10'54"W, 29.97 feet;
 thence N08°33'18"E, 87.70 feet;
 thence S61°49'28"E, 360.12 feet;
 thence 83.50 feet along a curve to the left, having a radius of 176.00 feet, a central angle of 27°10'58", and chord bearing S75°24'57"E, 82.72 feet;
 thence N02°30'21"W, 326.82 feet;
 thence S61°49'28"E, 10.48 feet;
 thence S61°07'46"E, 12.86 feet;
 thence S02°30'21"E, 341.79 feet to the POINT-OF-BEGINNING.
 Containing 0.439 acres of land, more or less.



PEA, Inc.

2430 Rochester Ct, Ste 100
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 t: 248.689.9090
 f: 248.689.1044
 www.peainc.com

CLIENT: NORTHERN EQUITIES GROUP 39000 COUNTRY CLUB DRIVE FARMINGTON HILLS, MI 48331	REV: 11-8-19	SCALE: -	JOB No: 2014016
	DATE: 4-26-19 REV: 7-23-19	DWG. No: 2 of 2	

February 11, 2020

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Adams North Tech Center - Acceptance Documents Review
Novi # JSP19-0005
SDA Job No. NV19-208
EXHIBITS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on January 31, 2020 against the Final Site Plan (Stamping Set) approved on May 10, 2019 and our as built field records. We offer the following comments:

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

1. On-Site Water System Easement
(executed 8/14/19: exhibit dated 6/11/19)
Legal Description Approved.
2. Sanitary Sewer Manhole Access Easement
(executed 8/14/19: exhibit dated 7/23/19)
Legal Description Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement
(executed 11/08/19: exhibit dated 7/23/19)
Exhibits A, B, C and D Approved.
4. Cross Access Easement
(executed 8/14/19: exhibit dated 4/26/19)
Legal Description Approved.
5. Easement for Off-Site Storm Water and Surface Drainage
(executed 1/21/20: exhibit dated 1/21/19)
Exhibits Approved
6. Bills of Sale: Water Supply System
(executed 8/7/19)
Legal Description Approved.
7. Full Unconditional Waivers of Lien from contractors installing public utilities
APPROVED

8. Sworn Statement signed by Developer
APPROVED

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 April 3, 2019 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
Senior Project Engineer

Cc (via Email): 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, Johnson, Rosati, Schultz, Joppich
Angie Sosnowski, City of Novi