



# CITY of NOVI CITY COUNCIL

Agenda Item 1  
June 7, 2010

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from D. L. Biotech, LLC for the D. L. Biotech Building located at 46430 Peary Court, in the Beck North Corporate Park in Section 4 (parcel 22-04-378-019).

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

**CITY MANAGER APPROVAL:** *[Signature]* *R24*

**BACKGROUND INFORMATION:**

D. L. Biotech, LLC has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the D. L. Biotech site, located at 46430 Peary Court, in the Beck North Corporate Park (in Section 4 of the City of Novi). The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's December 21, 2007 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from D. L. Biotech, LLC for the D. L. Biotech Building located at 46430 Peary Court, in the Beck North Corporate Park in Section 4 (parcel 22-04-378-019).

|                         | 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   |   |   |   |   |

December 21, 2007

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

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

Elizabeth M. Kudln  
Direct: 248-539-2846  
bkudln@secretswardle.com

**Re: DL Biotech Property  
Utilities Review for Acceptance  
Storm Drainage Facility Maintenance Easement Agreement  
Our File No. 660104.NOVI  
SP06-35**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents regarding the DL Biotech Property:

- Water System Easement
- Bill of Sale
- Title Insurance
- Maintenance and Guarantee Bond
- Storm Drainage Facility Maintenance Easement Agreement
- Ingress/Egress Easement

We have the following comments relating to the above named documents:

DL Biotech, LLC seeks to convey the water system facilities and corresponding easements to operate, maintain, repair and replace the facilities over, upon and through the subject property in Section 4 of the City, to the City of Novi. Our office has reviewed and approved the format and language of the Water System Easement and the corresponding Bill of Sale. Subject to engineering approval of the exhibits, they are ready for acceptance.

We also approve the Storm Drainage Facility Maintenance Easement Agreement in the enclosed format. It is our understanding Engineering has reviewed and approved the attached Exhibits.

The Ingress/Egress Easement provided grants secondary access to the property to the west, Unit 25 of Beck North, Phase I. Our research shows that that Unit is currently owned by Beck Corridor Partners Limited Partnership. Subject to review and approval of the Exhibits by the City's Consulting Engineer, the Ingress/Egress Easement is acceptable for these purposes. Prior to recording,

Rob Hayes, City Engineer  
December 21, 2007  
Page 2

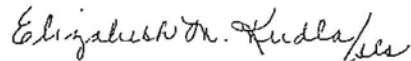
the owner of Unit 25 should agree to recording of the Easement as it will show up in the title work for that property. We will notify the property owner in writing requesting approval.

Except for the Ingress/Egress Easement which we will hold in escrow pending approval of its recording by the benefiting property owner, all original documents are enclosed with the City Clerk's copy of this report. Once the facilities and corresponding easement are approved and accepted by *Affidavit of the City Engineer*, the original Water System Easement should be recorded with the Oakland County Register of Deeds. The Bill of Sale, Maintenance and Guarantee Bond, and the Title Insurance should be maintained in the City's file.

Because the Storm Drainage Facility Maintenance Easement Agreement requires approval by City Council, it may be placed on an upcoming City Council Agenda for approval. Once approved by City Council and signed by the Mayor, the City Clerk's Office should record it with Oakland County.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

  
ELIZABETH M. KUDLA

EMK

Enclosures

- C: Maryanne Cornelius, Clerk (w/ Original Enclosures)
- Marina Neumaier, Assistant Finance Director (w/ Enclosures)
- Aaron Staup, Construction Engineering Coordinator (w/ Enclosures)
- Dave Bluhm, Spalding DeDecker (w/Enclosures)
- Sarah Marchioni, Building Department (w/ Enclosures)
- Matthew S. Sosin, Northern Equities Group (Unit 25) (w/Enclosures)
- Duane E. Day, DL Biotech, LLC (w/Enclosures)
- Thomas R. Schultz, Esquire (w/ Enclosures)

STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 19<sup>th</sup> day of December, 2007, by and between D.L. Biotech, L.L.C., a Michigan limited liability company, whose address is 21315 Hilltop, Southfield, Michigan 48034 (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 4 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 research and development building on the Property.

B. The Research and Development Building Property, shall contain certain storm drainage, facilities, including but not limited to, catch basins and oil separators, 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 facilities, 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 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 storm water facilities within the Catch 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.

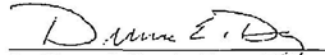
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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

D.L. BIOTECH, L.L.C., a Michigan limited liability company

  
By: Duane E. Day, Its Duane E. Day

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me 14<sup>th</sup> day of December, 2017 by Duane E. Day, the Duane E. Day of a Michigan limited liability company on its behalf.

Debra M. Camso  
Notary Public  
Macomb County, Michigan  
My commission expires: 02-17-18

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: \_\_\_\_\_

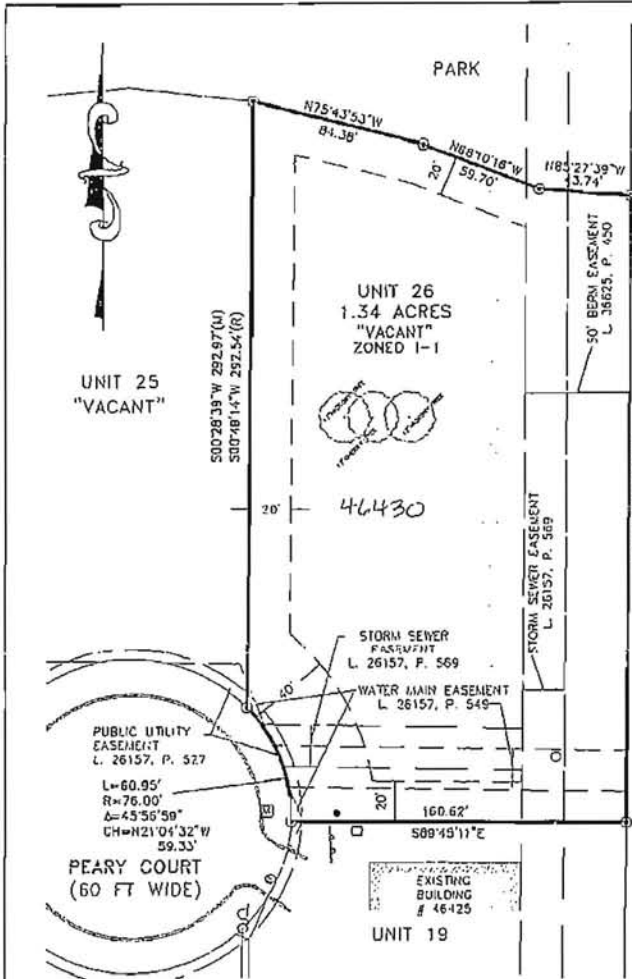
Drafted by:

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\Parish\N\mangal\B\KUDI.A\95756-L\_1.DOC



**SCHEDULE B - Section II**

**Exceptions**

9. Easement for slope and grading purposes vested in the City of Novi and the terms, conditions and provisions contained in instrument recorded in Liber 7787, Page 357, Oakland County Records. (AFFECTS THE COMMON ELEMENTS, SOUTH OF UNIT 26)
10. Easement for a water main system vested in the City of Novi and the terms, conditions and provisions contained in instruments recorded in Liber 19217, Page 185 and in Liber 19217, Page 187, Oakland County Records. (AFFECTS THE COMMON ELEMENTS, SOUTH OF UNIT 26)
11. Temporary construction easement vested in the City of Novi and the terms, conditions and provisions contained in instruments recorded in Liber 19754, Page 401 and in Liber 19754, Page 430, Oakland County Records. (AFFECTS THE COMMON ELEMENTS, SOUTH OF UNIT 26)
12. Easement for storm drainage system vested in the City of Novi and the terms, conditions and provisions contained in Drainage Easements recorded in Liber 19754, Page 403 and in Liber 19754, Page 428, Oakland County Records. (AFFECTS THE COMMON ELEMENTS, SOUTH OF UNIT 26)
13. Terms, conditions and provisions of Easement Agreement recorded in Liber 21948, Page 597, Oakland County Records. DOES NOT ENCUMBER SUBJECT PROPERTY, UNIT 26
14. Terms, conditions and provisions of Landscape Easement recorded in Liber 23455, Page 177, Oakland County Records. DOCUMENT REQUIRES PERMANENT MAINTENANCE OF BERMING AND LANDSCAPING.
15. Easement for public utilities vested in the City of Novi by instrument recorded in Liber 26157, Page 527, Oakland County Records. (AS SHOWN)
16. Easement for water main vested in the City of Novi by instrument recorded in Liber 26157, Page 549, Oakland County Records. (AS SHOWN)
17. Easement for storm sewer vested in the City of Novi by instrument recorded in Liber 26157, Page 569, Oakland County Records. (AS SHOWN)
18. Terms, conditions and provisions of Declaration and Agreement for Easements recorded in Liber 22130, Page 808, Oakland County Records. (AFFECTS THE COMMON ELEMENTS, ALL ROADS NOW PUBLIC)

**LEGAL DESCRIPTION PER COMMITMENT NO. WS07522**

Unit No. 26, BECK NORTH CORPORATE PARK-NOM, a Condominium, according to the Consolidated Master Deed recorded in Liber 29298, Pages 637 through 659, Inclusive, Oakland County Records, as amended by First Amendment to Consolidating Master Deed recorded in Liber 31608, Page 491, as amended by Second Amendment to Consolidating Master Deed recorded in Liber 38625, Page 450, and designated as Oakland County Condominium Subdivision Plan No. 1264, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

**NOTE:**

1) The property described and shown herein is the same property described in Title Commitment Case No. WS07522, effective date December 28, 2005, prepared by William T. Sheehan, Title Company.

**NOTE:**

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROPRIATE WAY ONLY AS DISCLOSED BY AVAILABLE UTILITY COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PREPARE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.

**CERTIFICATION**

TO: WILLIAM T. SHEEHAN TITLE COMPANY, LAWYERS TITLE INSURANCE CORPORATION, AND JEMAL & JEMAL

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM, AND NSPS IN 1999, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE.

*Daniel Feenstra* 1/17/06  
 DANIEL FEENSTRA DATE  
 PROFESSIONAL SURVEYOR NO. 46651



**LEGEND**

- ⊙ EX. SANITARY MANHOLE
- EX. CATCH BASIN
- EX. MANHOLE
- ⊙ SET IRON
- FOUND IRON
- EX. HYDRANT
- ⊙ EX. MAILBOX
- ⊙ EX. SIGN
- EX. UTILITY PEDESTAL
- EX. TREE

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| <p><b>ALPINE ENGINEERING, INC.</b><br/>       CIVIL, SURVEYING &amp; LAND SURVEYING</p> | <p><b>RESIDENTIAL</b><br/>       SUBDIVISIONS<br/>       SITE DEVELOPMENT<br/>       MULTI-FAMILY<br/>       CONSTRUCTION LAYOUT</p> | <p><b>SURVEYING</b><br/>       ALTA SURVEYS<br/>       ROUNDABOUT SURVEYS<br/>       TOPOGRAPHIC SURVEYS<br/>       PARCEL PLATS</p> | <p><b>COMMERCIAL</b><br/>       SITE PLANS<br/>       SITE DEVELOPMENT<br/>       INDUSTRIAL &amp; MILL/QUIRY<br/>       LAND SURVEYING<br/>       CONSTRUCTION LAYOUT</p> | <p>CLIENT: <b>JEMAL &amp; JEMAL</b></p> <p><b>ALTA/ACSM LAND TITLE SURVEY</b></p> <p>UNIT 26, BECK CORPORATE PARK - NOVI<br/>       SECTION 4 RANGE 11 N<br/>       CITY OF NOVI<br/>       OAKLAND COUNTY<br/>       MICHIGAN</p> | <p>DATE: 1/13/06</p> <p>DRAWN BY: DCF</p> <p>DESIGNED BY: DCF</p> <p>FIG 182</p> <p>SCALE: 1" = 20' FEET</p> <p>06-101</p> |
|   | <p>4682 WEST ROAD<br/>       SUITE 109<br/>       NOVI, MICHIGAN 48241</p>   | <p>7341 926-3701 (TOLL FREE)<br/>       (248) 486-3783 (LOCAL)<br/>       (248) 486-3783 (TOLL FREE)</p>                             |  |  |  |

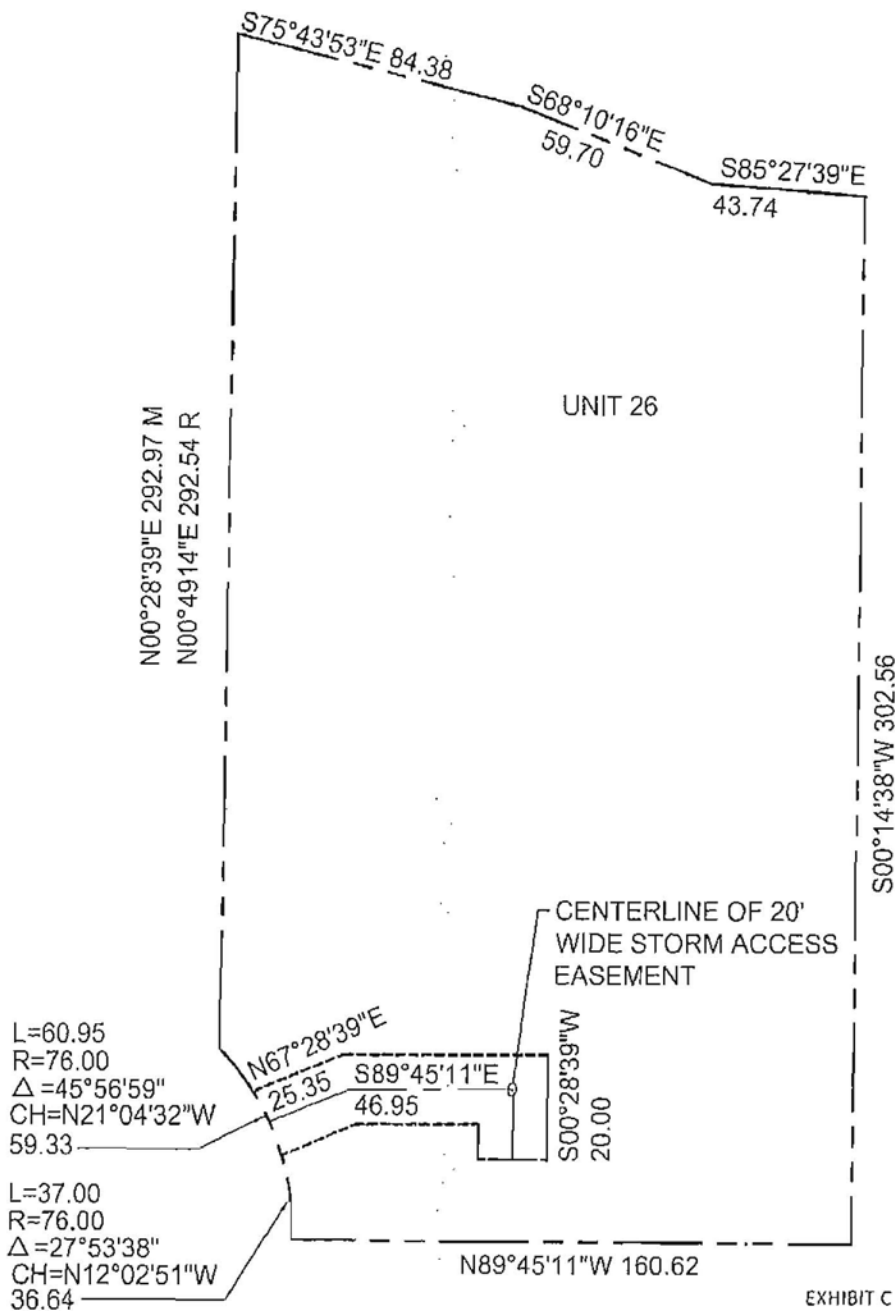


**EXHIBIT B**  
**"Schedule of Maintenance"**

Clean out system as needed, and in all events, no less than once annually: \$500.00

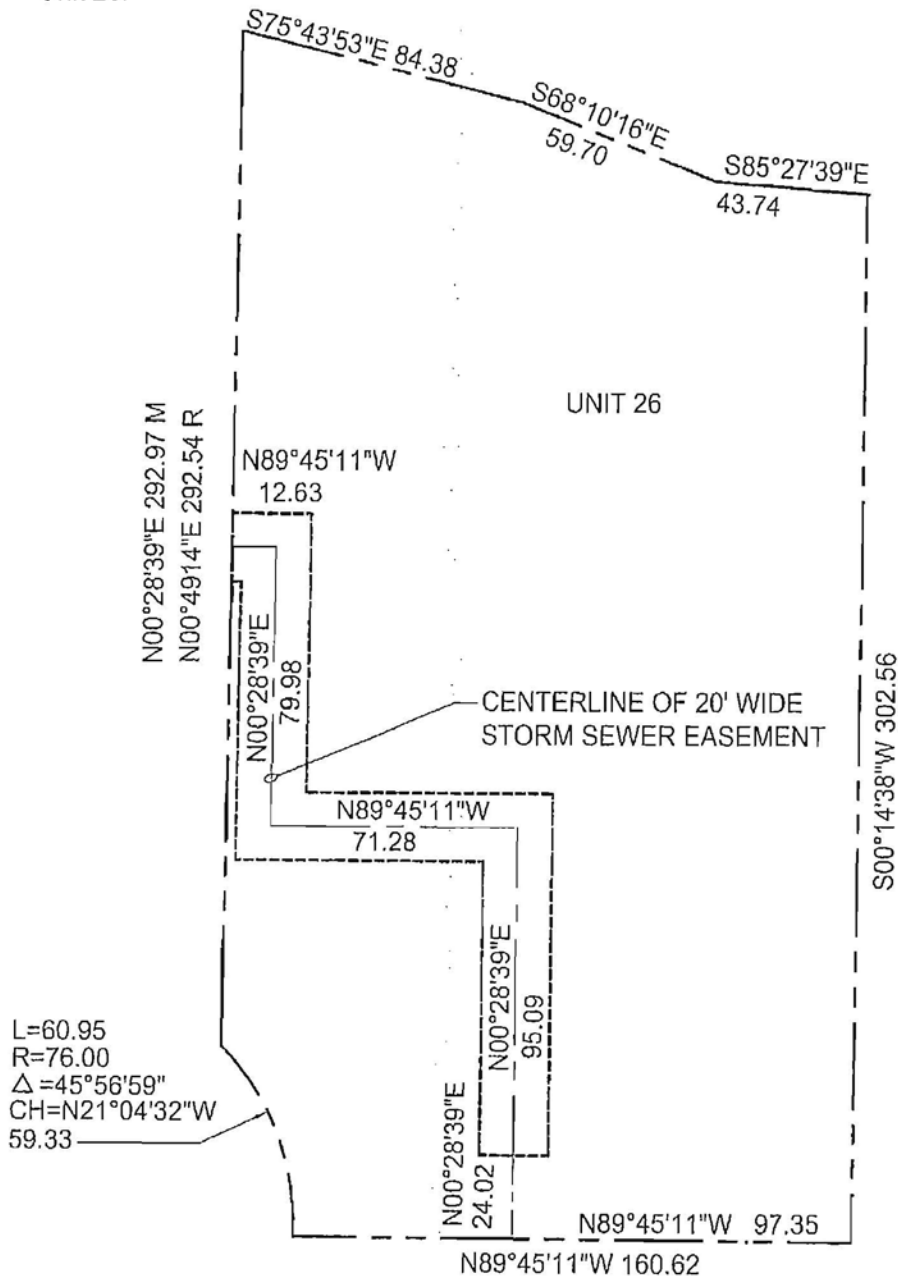
20' Wide Storm Access Easement

A 20' wide Storm Access easement whose centerline is described as beginning at the southeast corner of unit 26, "Beck North Corporate Park-Novi", a condominium, according to the consolidated master deed recorded in Liber 29298, pages 637 through 669, inclusive, Oakland County records, as amended by first amendment to consolidating master deed recorded in Liber 31608, page 491, as amended by second amendment to consolidating master deed recorded in Liber 36625, page 450, and designated as Oakland County Condominium Subdivision Plan No. 1264, together with rights in the general common elements and the limited common elements, as shown on the master deed and as described in act 59 of the public acts of Michigan of 1978 as amended. North 89 degrees 45 minutes 11 seconds West 160.62 feet; and 37.00 feet along an arc of a curve to the left (radius 76.00 feet, central angle 27 degrees 53 minutes 38 seconds, chord bears North 12 degrees 02 minutes 51 seconds West, 36.64 feet) to the point of beginning. Continuing North 67 degrees 28 minutes 39 seconds East 25.35 feet; thence South 89 degrees 45 minutes 11 seconds East 46.95 feet; thence South 00 degrees 28 minutes 39 seconds West 20.00 feet to the point of ending.



20' Storm Sewer Easement

A 20' wide Storm Sewer easement whose centerline is described as beginning at the southeast corner of unit 26, "Beck North Corporate Park-Nov", a condominium, according to the consolidated master deed recorded in Liber 29298, pages 637 through 669, inclusive, Oakland County records, as amended by first amendment to consolidating master deed recorded in Liber 31608, page 491, as amended by second amendment to consolidating master deed recorded in Liber 36625, page 450, and designated as Oakland County Condominium Subdivision Plan No. 1264, together with rights in the general common elements and the limited common elements, as shown on the master deed and as described in act 59 of the public acts of Michigan of 1978 as amended. North 89 degrees 45 minutes 11 seconds West 97.35 feet; and North 00 degrees 28 minutes 39 seconds East 24.02 feet to the point of beginning. Thence North 00 degrees 28 minutes 39 seconds East 95.09 feet; thence North 89 degrees 45 minutes 11 seconds West 71.28 feet; thence North 00 degrees 28 minutes 39 seconds East 79.98 feet; thence North 89 degrees 45 minutes 11 seconds West 12.63 feet; o the point of ending also being a point on the western line of Unit 26.



**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



0 55 110 220 330 440  
Feet

## Location Map - D.L. Biotech

