



## **PLAN REVIEW CENTER REPORT**

October 29, 2007  
(Revised November 21, 2007)

### **Engineering Review**

LaSalle North, LaSalle South  
SP #07-52

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#### **Petitioner**

Northern Equities, property owner

#### **Review Type**

Final Site Plan

#### **Property Characteristics**

- Site Location: Cabot Drive, south of Thirteen Mile.
- Site Size: 10.73 acres
- Plan Date: October 12, 2007

#### **Project Summary**

- Lot split between the LaSalle North and LaSalle South developments. The split is proposed along the center of the existing drive aisle between the buildings.

#### **Recommendation**

**Approval of the Final Site Plan is recommended.**

#### **The following must be submitted with the Stamping Set:**

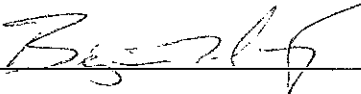
1. A draft copy of two (2) ingress/egress easements for shared use of each half of the drive aisle between the buildings must be submitted to the Community Development Department. This document is available on our website.
2. A draft copy of the easement allowing surface drainage from the southern future parcel onto the northern future parcel must be submitted to the Community Development Department. This document is available on our website.

#### **The following must be addressed prior to final approval for the development:**

3. The easements referenced above must be executed, notarized and approved by the City Attorney and City Engineer.
4. Submit an up-to-date Title Policy (dated within 90 days of City Council consideration of acceptance) for the purpose of verifying that the parties signing the Easement and Bill of Sale documents have the legal authority to do so. Please be sure that all parties of interest shown on the title policy (including mortgage holders) either sign the easement documents themselves or a Subordination Agreement. Please be

aware that the title policy may indicate that additional documentation is necessary to complete the acceptance process.

Please contact Benjamin Croy, PE at (248) 735-5635 with any questions or concerns.



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cc: Rob Hayes, City Engineer  
Kristen Kapelanski, Community Development Department  
Sheila Weber, Treasurer's  
Byron Hanson; Spalding DeDecker  
Ted Meadows; Spalding DeDecker



## PLAN REVIEW CENTER REPORT

November 7, 2007

### Planning Review

LaSalle North, LaSalle South

SP #07-52

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#### Petitioner

Northern Equities Group (Matt Sossin)

#### Review Type

Final Site Plan

#### Property Characteristics

- Site Location: Located in section 12 on Cabot Drive, north of 12 Mile Road, south of Lewis Drive
- Site Zoning: OST, Planned Office Service Technology District
- Adjoining Zoning: North: OST, South: OST, East: OST, West: OST
- Site Use: Two existing one-story buildings for speculative OST use
- Site Size: 10.73 acres
- Building Size: 60,794 sq. ft. (LaSalle North)/ 51,587 sq. ft. (LaSalle South)
- Plan Date: October 1, 2007

#### Project Summary

The existing site is approximately 10.7 acres and contains two existing buildings constructed for speculative OST use. The applicant is proposing to split the lot so that each building will now be on its own parcel. Site plan approval was granted for LaSalle North in 2004 (SP# 04-28) and for LaSalle South (SP# 05-18) in 2005.

#### Recommendation

The Final Site Plan is **recommended for approval**. The applicant can proceed to Stamping Set submittal once the appropriate variances have been granted by the Zoning Board of Appeals.

#### Ordinance Requirements

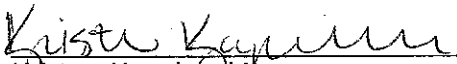
The submitted Final Site Plan was reviewed under the requirements of Zoning Ordinance Article 23A. (Planned Office Service Technology), Zoning Ordinance Section 2400 (Schedule of Regulations) and Zoning Ordinance Article 25 (General Provisions). The site plan complies with the above ordinance requirements, subject to the following comments:

1. **Parking Setbacks:** A 20' side yard parking setback is required in the OST district. The proposed lot split would create a side yard parking setback of 0' for both LaSalle North and LaSalle South. **The applicant should seek a Zoning Board of Appeals variance for the lack of parking setback for both LaSalle North and LaSalle South.**

**Stamping Set Approval**

Stamping sets are still required for this project. After having received all of the review letters from City staff the applicant should make the appropriate changes (if any) on the plans and address all other comments and submit **6 size 24" x 36" copies with original signature and original seals,** to the Community Development Department for final Stamping Set approval. Please contact either Kristen Kapelanski at (248) 347-0586 or Angie Pawlowski at (248) 735-5631 prior to the submittal of the stamping sets. Stamping sets should not be submitted until all outstanding issues, namely the required variances from the Zoning Board of Appeals, have been resolved.

Please contact Planner Kristen Kapelanski at 248-347-0586 if there are any questions regarding this review.

  
\_\_\_\_\_  
Kristen Kapelanski  
248-347-0586 or kkapelanski@cityofnovi.com

DRAFT COPY

**DECLARATION AND AGREEMENT FOR EASEMENTS**

This Declaration and Agreement for Easements (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2007, by LASALLE TECHNOLOGY CENTRE LLC, a Michigan limited liability company (the "Company"), whose address is 39000 Country Club Drive, Farmington Hills, Orchard Lake, Michigan 48331.

**RECITALS:**

A The Company owns fee title to a certain parcel of real property located in the City of Novi, Oakland County, Michigan (the "Project"), which is more particularly described in Exhibit A attached hereto. The Company is in the process of obtaining a tax split of the Project and dividing the Project into two (2) separate parcels, LaSalle North ("Parcel A"), which is more particularly described on Exhibit B attached hereto and made a part hereof by this reference, and LaSalle South ("Parcel B"), which is more particularly described on Exhibit C attached hereto and made a part hereof by this reference.

B The Company, as the fee title owner of entire Project, desires to create certain easements burdening and benefiting Parcel A and Parcel B such that each of the parcels will have certain parking rights and ingress and egress to and from Cabot Drive.

**NOW THEREFORE**, in consideration of the foregoing, and in consideration of the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

**1. Easements for Driveways and Parking.** The Company, as the owner of Parcel A, does hereby create, declare, grant and convey to the Company, as the owner of Parcel B, for the benefit of Parcel B and any beneficial or fee owner of Parcel B, a perpetual non-exclusive easement on, over, across and through the driveways and parking areas at any time located on Parcel B (the "Parcel B Easement Area") for the purpose of parking and pedestrian and vehicular ingress and egress to and from the Parcel A and Cabot Drive. The Company, as the owner of Parcel B, does hereby create, declare, grant and convey to the Company, as the owner of Parcel A, for the benefit of Parcel A and any beneficial or fee owner of Parcel A, a perpetual non-exclusive easement on, over, across and through the driveways and parking areas at any time located on Parcel A (the "Parcel A Easement Area", and, together with the Parcel B Easement Area, the "Driveway and Parking Easement Areas") for the purpose of parking and pedestrian and vehicular ingress and egress to and from the Parcel A and Cabot Drive. The Company, and its successors, assigns,

grantees, and mortgagees, including, without limitation, any person or entity who in the future may become the owner of Parcel A or Parcel B, shall be responsible for the management and maintenance of the Driveway and Parking Easement Areas on their own parcels, and such owner shall make and complete all necessary grading, paving, re-grading, re-paving, pavement repairs, snow removal and lighting of the Driveway and Parking Easement Areas on their own parcels. In the event the owner of either Parcel A or Parcel B fails to maintain the Driveway and Parking Easement Areas on its own property as required herein, the owner of the other parcel shall have the right, but not the obligation, to make and complete all necessary grading, paving, re-grading, re-paving, pavement repairs, snow removal and lighting of the Driveway and Parking Easement Areas and invoice the owner for one hundred percent (100%) of all costs incurred in connection with same.

**2. Easement for Drainage and Storm Sewers.** The Company, as the owner of the Parcel B, does hereby create, declare, grant and convey to the Company, as the owner of Parcel B, for the benefit of Parcel B and any beneficial or fee owner of Parcel B, a perpetual non-exclusive easement on, over and across and through Parcel A and the storm sewers located on those portions of Parcel A as more particularly depicted and described on Exhibit D (collectively the "Storm Sewer Easement Area") for the purpose of storm water drainage from Parcel A. The Company, and its successors, assigns, grantees, and mortgagees, including, without limitation, any person or entity who in the future may become the owner of Parcel A, shall be responsible for the management and maintenance of the Storm Sewer Easement Area, and such owner shall make and complete all necessary repairs with respect to such storm sewers.

**3. Persons Entitled to Use of the Easement Areas.** The owner of Parcel A and the owner of Parcel B and their respective successors, assigns, grantees, tenants, invitees, agents, employees, licensees, mortgagees, and all persons having business with any of the foregoing, and all persons claiming by, through or under any of the foregoing shall have the non-exclusive right in common to use the Driveway and Parking Easement Areas for the purposes stated herein.

**4. Appurtenant Easements** The easements created pursuant to this Agreement shall be deemed easements appurtenant to and shall run with Parcel A and Parcel B, shall inure to the benefit of the owners of Parcel A and Parcel B, and shall be binding upon all owners of Parcel A and Parcel B, and their respective successors, assigns, grantees, and mortgagees, including, without limitation, any person or entity who may in the future become a fee title owner of all or any portion of Parcel A and Parcel B, and all persons claiming by, through or under them.

**5. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

**6. Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such terms, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent

permitted by laws.

**7. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successor and assigns.

[Signature on following page]

IN WITNESS WHEREOF, the Company has executed this Agreement as of the date and year first above written

WITNESSES:

LASALLE 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 Sole Member

By: \_\_\_\_\_  
Neil J. Sosin, President

State of Michigan     )  
                                  )ss  
County of             )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Neil J. Sosin, the President of FG 38 Corporation, the sole member of Haggerty Corridor Partners LLC, the sole member of LaSalle Technology Centre, LLC, who has acknowledged that he is authorized to execute the Agreement on behalf of the Company.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, State of Michigan  
My commission expires:

Drafted by and when recorded:  
return to:

Mark D Rubenfire, Esq  
Jaffe, Raitt, Heuer & Weiss, P.C.  
27777 Franklin Road, Suite 2500  
Southfield, Michigan 48034



### Project Legal Description

Unit 3, Haggerty Corridor Corporate Park Condominium – Phase I, a (site) condominium project, according to the Master Deed recorded in Liber 34421, Page 115, which has been amended by First Amendment to Master Deed recorded in Liber 35225, Page 448, and further amended by Second Amendment to Master Deed recorded in Liber 35834, Page 239, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 1679, together with the rights in general common and limited common elements, as set for the in the above described Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Property Tax ID: 22-12-200-048

### Parcel A Easement Area 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, 2,582.94 feet; thence N 86°38'06"E, 509.10 feet; thence 14°29'55"W, 275.21 feet; thence N 04°45'15"W, 232.96 feet to the point of beginning; thence N 04°45'15"W, 115.43 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, 577.66 feet; thence S 87°21'18"W, 439.44 feet to the point of beginning. Containing 5.94 acres more or less and subject to any and all easements and restrictions of record.

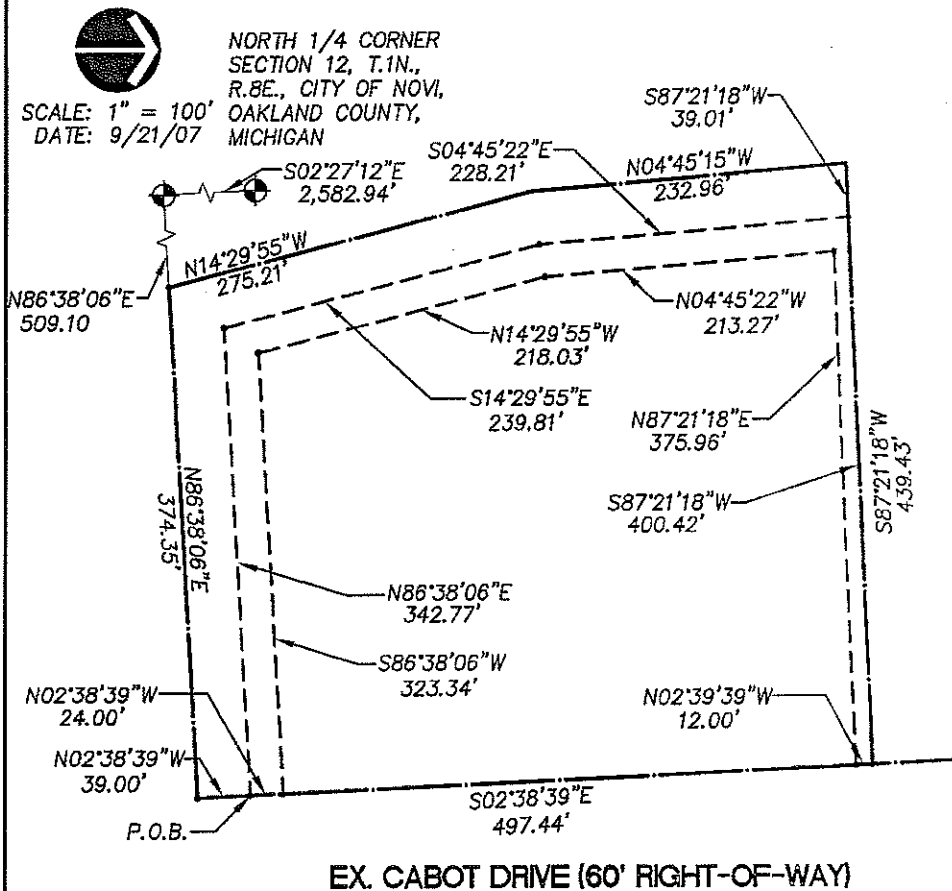
### Parcel B Easement Area Legal Description

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 corner of Section 12; S 02°27'12"E., 2,582.94 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., 232.96 feet; thence N 87°21'18"E., 439.44 feet; thence S 02°38'39"E., 497.44 feet; thence S 86°38'06"W., 374.35 feet to the point of beginning. Containing 4.79 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.

LaSALLE SOUTH  
 PROPOSED INGRESS/  
 EGRESS EASEMENT

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.



EX. CABOT DRIVE (60' RIGHT-OF-WAY)

**LaSALLE SOUTH PROPOSED INGRESS/EGRESS EASEMENT:**

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE B EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 12; S02\*27'12"E, 2582.94 FEET; THENCE N86\*38'06"E, 509.10; THENCE N86\*38'06"E, 374.35 FEET; THENCE N02\*38'39"W, 39.00 FEET TO THE POINT OF BEGINNING; THENCE N02\*38'39"W, 24.00 FEET; THENCE S86\*38'06"W, 323.34 FEET; THENCE N14\*29'55"W, 218.03 FEET; THENCE N04\*45'22"W, 213.27 FEET; THENCE N87\*21'18"E, 375.96 FEET; THENCE N02\*39'39"W, 12.00 FEET; THENCE S87\*21'18"W, 400.42 FEET; THENCE S04\*45'22"E, 228.21 FEET; THENCE S14\*29'55"E, 239.81 FEET; THENCE N86\*38'06"E, 342.77 FEET TO THE POINT OF BEGINNING. 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.

LaSALLE NORTH  
PROPOSED INGRESS/  
EGRESS EASEMENT

NOTE: NO FIELD WORK  
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JARRETT-MILLS-SCHRON  
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99035, DATED 10-04-00.

SCALE: 1" = 100'  
DATE: 9/21/07

**LASALLE NORTH PROPOSED INGRESS/EGRESS 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 COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 12; S02°27'12"E, 2582.94 FEET; THENCE N86°38'06"E, 509.10 FEET; THENCE N14°29'55"W, 275.21 FEET; THENCE N04°45'15"W, 232.96 FEET; THENCE N87°21'18"E, 38.00 FEET TO THE POINT OF BEGINNING; THENCE N87°21'18"E, 401.44 FEET; THENCE N02°38'39"W, 12.00 FEET; THENCE S87°21'18"W, 377.76 FEET; THENCE N04°12'59"W, 127.38 FEET; THENCE N04°03'03"W, 375.44 FEET; THENCE N87°21'21"E, 293.89 FEET; THENCE S82°46'42"E, 11.67 FEET; THENCE 30.16 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, AND A CHORD BEARING S49°26'56"E, 27.38 FEET; THENCE S13°01'57"E, 11.31 FEET; THENCE S02°38'39"E, 10.37 FEET; THENCE N87°21'21"E, 63.00 FEET; THENCE N02°38'39"W, 29.00 FEET; THENCE S87°21'21"W, 17.50 FEET; THENCE 28.78 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.36 FEET, AND A CHORD BEARING N51°46'55"W, 26.44 FEET; THENCE N02°38'39"W, 19.94 FEET; THENCE S87°21'21"W, 377.57 FEET; THENCE S04°03'03"E, 400.07 FEET; THENCE S04°12'59"E, 138.76 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

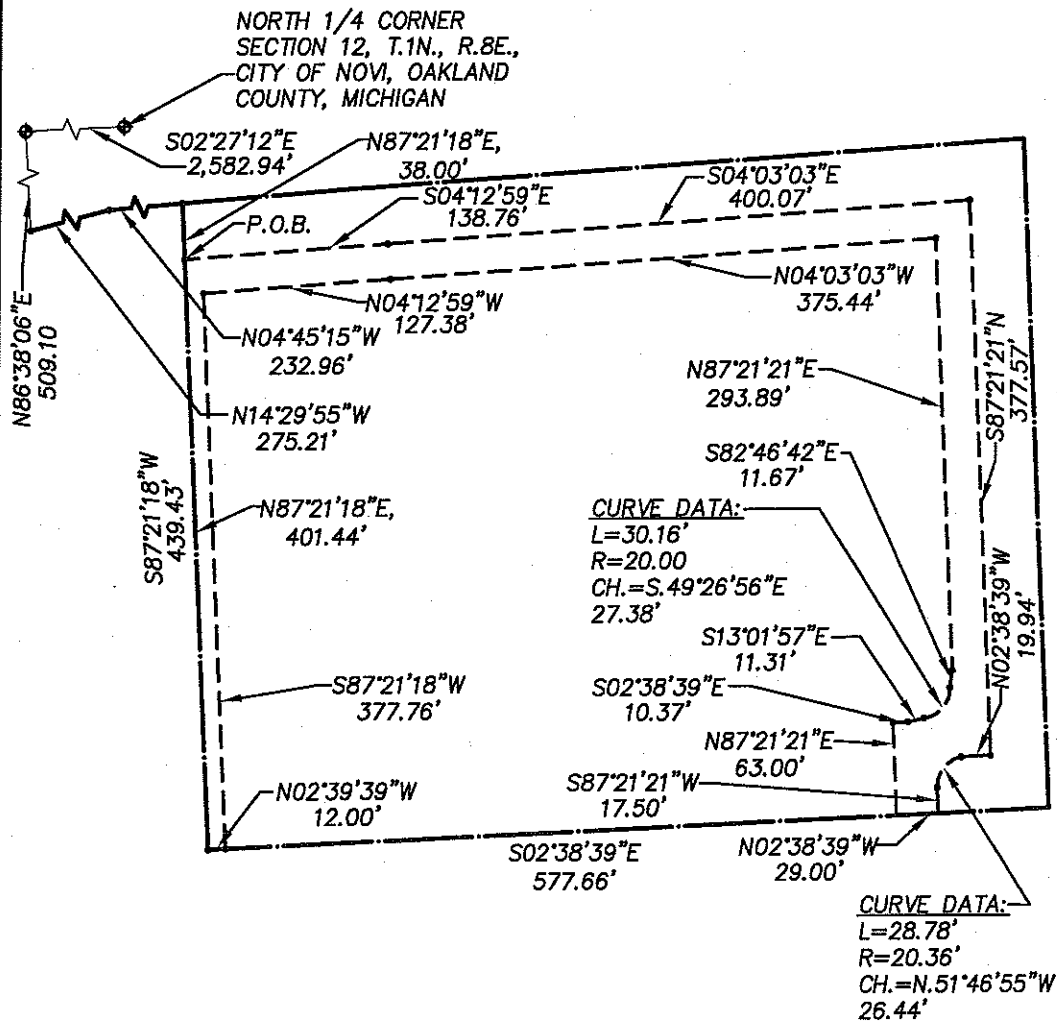
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LOSALLE NORTH  
 PROPOSED INGRESS/  
 EGRESS EASEMENT

NOTE: NO FIELD WORK  
 DONE AS PART OF THIS  
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 JARRETT-MILLS-SCHRON  
 AND ASSOCIATES, JOB No.  
 99035, DATED 10-04-00.



SCALE: 1" = 100'  
 DATE: 9/21/07



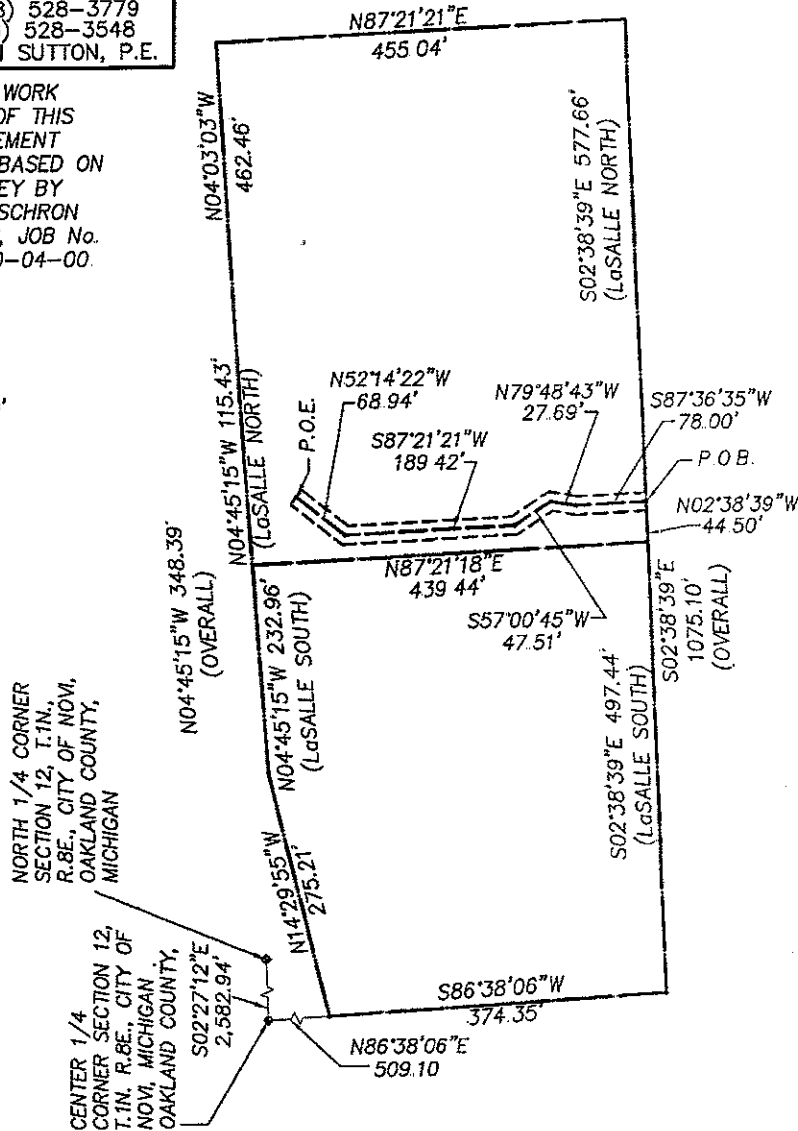
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**LaSALLE SOUTH  
 PROPOSED STORM SEWER EASEMENT**

NOTE: NO FIELD WORK  
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 BOUNDARY SURVEY BY  
 JARRETT-MILLS-SCHRON  
 AND ASSOCIATES, JOB No.  
 99035, DATED 10-04-00.



SCALE: 1" = 150'  
 DATE: 11/21/07



NORTH 1/4 CORNER  
 SECTION 12, T.1N.,  
 R.8E., CITY OF NOVI,  
 OAKLAND COUNTY,  
 MICHIGAN

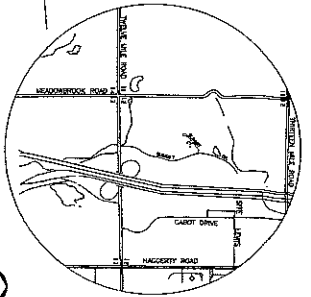
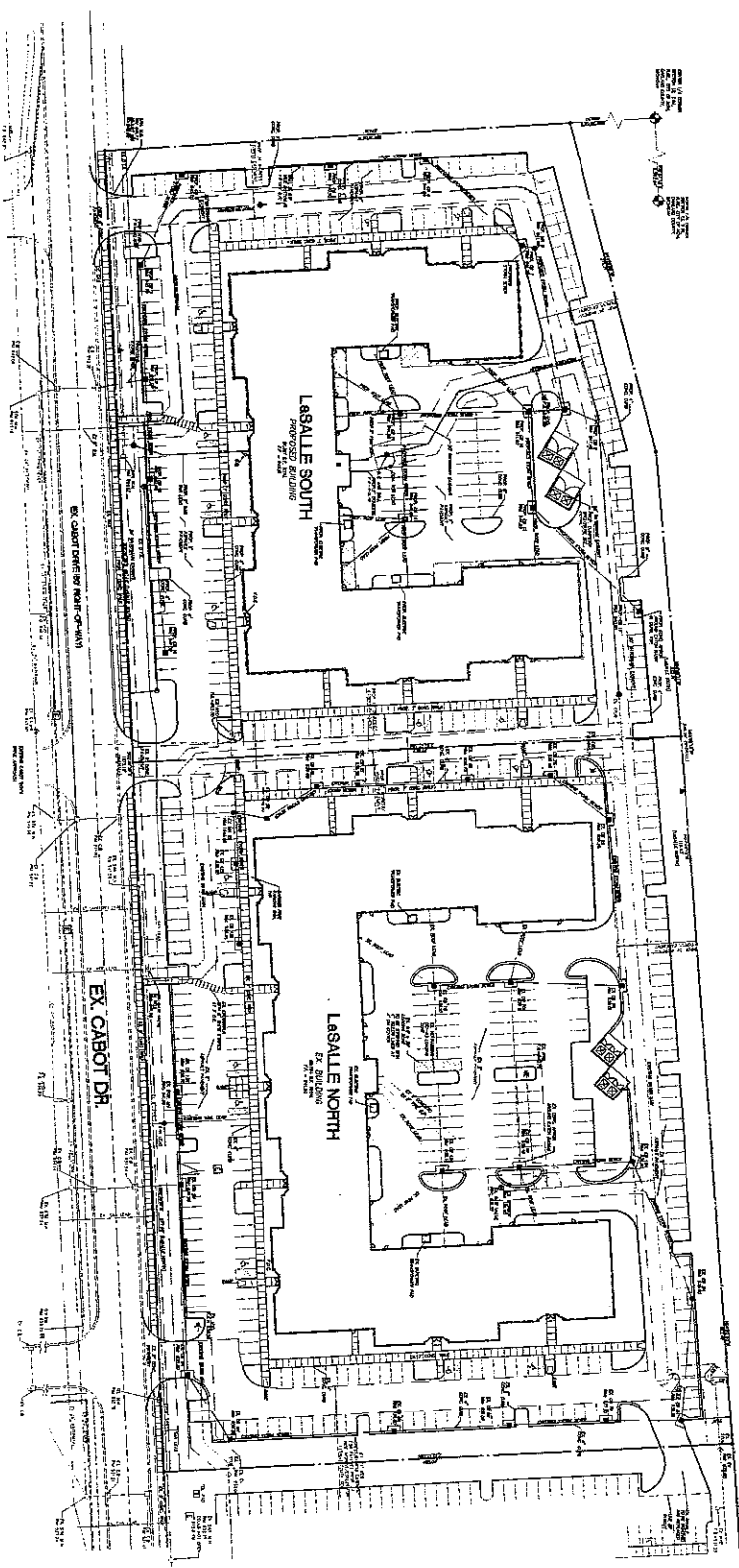
CENTER 1/4  
 CORNER SECTION 12,  
 T.1N. R.8E., CITY OF  
 NOVI, MICHIGAN  
 OAKLAND COUNTY,  
 S02°27'12\"/>

**LaSALLE SOUTH STORM SEWER 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 COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 12; S02°27'12\"/>

**LEGEND**

DESIGN	PROPOSED
EXISTING	NEW
EXISTING	NEW
EXISTING	NEW
EXISTING	NEW
EXISTING	NEW
EXISTING	NEW



**LOCATION MAP**

DATE: 12/20/07  
 PROJECT: LaSALLE TECHNOLOGY CENTRE

**CLIENT**  
 NORTHERN EQUITIES GROUP  
 30000 COUNTY CLUB DRIVE  
 FARMINGTON HILLS, MI 48331  
 PH: (248) 848-8400

**PROJECT TITLE**  
 LaSALLE TECHNOLOGY CENTRE  
 SECTION 12, CITY OF NOV, MICHIGAN

**SHEET TITLE**  
 OVERALL PLAN

**DATE** 12/20/07  
**ISSUED FOR** FOR CLIENT REVIEW  
**FOR CITY REVIEW** FOR CITY REVIEW

**DATE** 12/20/07  
**ISSUED FOR** FOR CLIENT REVIEW  
**FOR CITY REVIEW** FOR CITY REVIEW



**SHEET NO.** SP-1  
**PROJECT NO.** 07-0010

FOR MORE INFORMATION  
 CONTACT US AT  
 1-800-451-2771