



CITY OF NOVI CITY COUNCIL
SEPTEMBER 13, 2021

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Daifuku North America Holding Company for the Daifuku test building located west of Haggerty Road and east of Cabot Drive (parcel 50-22-01-400-041).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of the Daifuku test building, Daifuku North America Holding Company, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

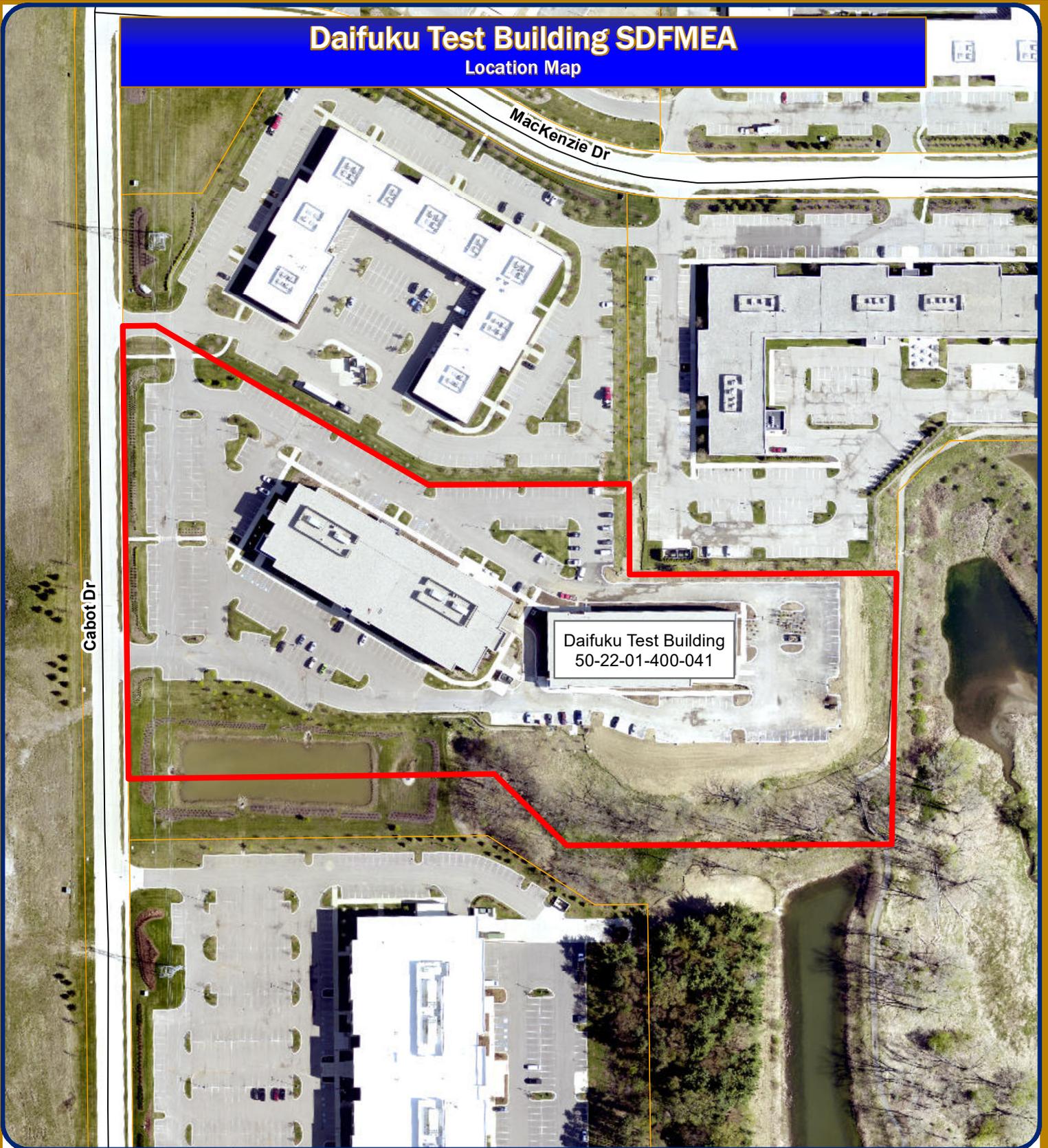
The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, February 19, 2020) and the City Engineering consultant (Spalding DeDecker, March 3, 2020), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Daifuku North America Holding Company for the Daifuku Test Building located west of Haggerty Road and east of Cabot Drive (parcel 50-22-01-400-041).

Daifuku Test Building SDFMEA

Location Map



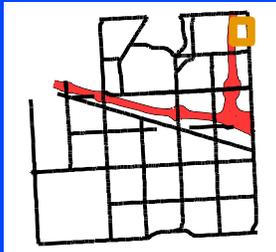
Map Author: Kate Purpura
 Date: 08/27/2021
 Project: Daifuku Test Building
 Version: 1.0

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.

Map Legend
 Subject Parcel



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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 19, 2020

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

Re: Daifuku Test Building Expansion (ON-SITE) JSP 19-0013
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 Daifuku Test Building Expansion. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The attached exhibits have been reviewed and approved 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

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line. The signature is fluid and cursive.

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
February 19, 2020
Page 2

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

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2019, by and between Daifuku North America Holding Company, a Delaware corporation, whose address is 30100 Cabot Drive, Novi, Michigan 48377 (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 a Training Center development on the Property.

- B. The Training Center 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
Daifuku North America Holding Company, a
Delaware corporation

[Signature]
By: PRESIDENT
Its: Tim Hund

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 20 day of November 2019,
by Tim Hund, as the PRESIDENT of Daifuku North America
Holding Company, a Delaware corporation.

JAMES THORNE
Notary Public - Michigan
Wayne County
My Comm. Expires 10-12-24

[Signature]
Notary Public WAYNE
Acting in ~~Oakland~~ County, Michigan
My Commission Expires: 10-12-24

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:	And when recorded return to:
Elizabeth K. Saarela 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	Cortney Hanson, Clerk City of Novi 3 45175 Ten Mile Road Novi, MI 48375

EXHIBIT "A"
PROPOSED 20'X20' STORM SEWER EASEMENT
PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION – DIAFUKU PARCEL NO. 22-01-400-041:
 (by PEA)

Land in part of the Southeast 1/4 of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan, being more particularly described as follows:

Commencing at the Southeast corner of said Section 1;
 thence N02°30'06"W, 632.02 feet along the East line of said Section 1;
 thence S85°30'21"W, 60.04 feet to the Westerly line of Haggerty Road (120.00 feet wide);
 thence along the said Westerly line, N02°30'06"W, 1589.94 feet;
 thence S87°29'39"W, 320.91 feet;
 thence S43°04'21"W, 97.24 feet;
 thence S01°15'44"E, 108.60 feet to the POINT OF BEGINNING;

thence continuing S01°15'44"E, 361.97 feet;
 thence S87°36'39"W, 433.34 feet;
 thence N47°49'44"W, 135.60 feet;
 thence S87°02'53"W, 487.71 feet to the Easterly line of Cabot Drive (60.00 feet wide);
 thence along said Easterly line, N02°57'07"W, 603.80 feet;
 thence N87°02'53"E, 43.61 feet;
 thence S61°56'30"E, 420.91 feet;
 thence N87°29'41"E, 268.09 feet;
 thence S02°30'19"E, 120.68 feet;
 thence N87°29'07"E, 355.89 feet to the POINT OF BEGINNING.

Containing 10.285 acres of land, more or less.

PEA, Inc.

2430 Rochester Ct., Ste. 100
 Troy, MI 48083-1872
 t: 248.689.9090
 f: 248.689.1044
 www.peainc.com

CLIENT:
DAIFUKU NORTH AMERICA
 34375 WEST TWELVE MILE ROAD
 FARMINGTON HILLS, MI., 48331 (248)848-6400

SCALE: 1" = 120'

JOB No: 2016088

DATE: 01-29-20

DWG. No: 1 of 3

Exhibit B

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>Annual Estimated Cost for Maintenance & Repairs</u>		
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged. Remove invasive wetland plant species (i.e., Purple Loosestrife, Giant Reed Canary Grass, etc.)	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts. Harvest invasive wetland plants and dispose of properly.	\$100	\$103	\$106
Detention Basin	Regularly mow buffer strips. If buffer is a lawn, mow frequently. Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Remove invasive wetland plant species (i.e., Purple Loosestrife, Giant Reed Canary Grass, etc.) Check for eroded basin banks.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks. Harvest invasive wetland plants and dispose of properly.	\$300	\$309	\$318
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$150	\$155	\$160
Sediment Basin	Every three months, check depth of sediment. Check basin for piping, seepage, or mechanical damage. Check for soil caking around standpipes. Ensure outfall is not causing erosion.	Remove sediment that accumulates to no more than 50% of basin volume. Remove caking from around standpipe. Implement energy dissipation measures to prevent erosion. Repair basin or outfall erosion.	\$200	\$206	\$212
Total:			\$750	\$773	\$796

**EXHIBIT "C" PAGE 1 OF 2
PROPOSED 20'X20' STORM SEWER EASEMENT**

LEGAL DESCRIPTION – PROPOSED 20' WIDE ACCESS EASEMENT:

(Parcel No. 22-01-400-041)

A 20 foot wide easement over the previously described Parcel No. 22-01-400-041, being land in the Southeast 1/4 of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as follows:

Commencing at the Southeast corner of said Section 1;
thence N02°30'06"W, 632.02 feet along the East line of said Section 1;
thence S85°30'21"W, 60.04 feet to the westerly line of Haggerty Road (120.00 feet wide);
thence along said westerly line, N02°30'06"W, 1589.94 feet;
thence S87°29'39"W, 320.91 feet;
thence S43°04'21"W, 97.24 feet;
thence S01°15'44"E, 108.60 feet;
thence continuing S01°15'44"E, 361.12 feet;
thence S87°36'39"W, 433.34 feet;
thence N47°49'44"W, 135.60 feet;
thence S87°02'53"W, 487.71 feet to the easterly line of Cabot Drive (60.00 feet wide);
thence along said easterly line, N02°57'07"W, 304.40 feet;
thence N87°02'53"E, 65.81 feet;
thence S61°56'30"E, 399.29 feet;
thence N88°16'11"E, 194.08 feet;
thence N89°51'25"E, 36.28 feet;
thence S73°54'41"E, 72.40 feet;
thence N87°29'07"E, 46.99 feet;
thence S02°30'53"E, 20.74 feet to the POINT OF BEGINNING;

thence the following five (5) courses:

- 1) (L1) N87°29'07"E, 10.00 feet;
- 2) (L2) S02°30'53"E, 20.00 feet;
- 3) (L3) S87°29'07"W, 20.00 feet;
- 4) (L3) N02°30'53"W, 20.00 feet and
- 5) (L4) N87°29'07"E, 10.00 feet to the POINT OF BEGINNING.

Containing 400.00 square feet or 0.009 acres of land.

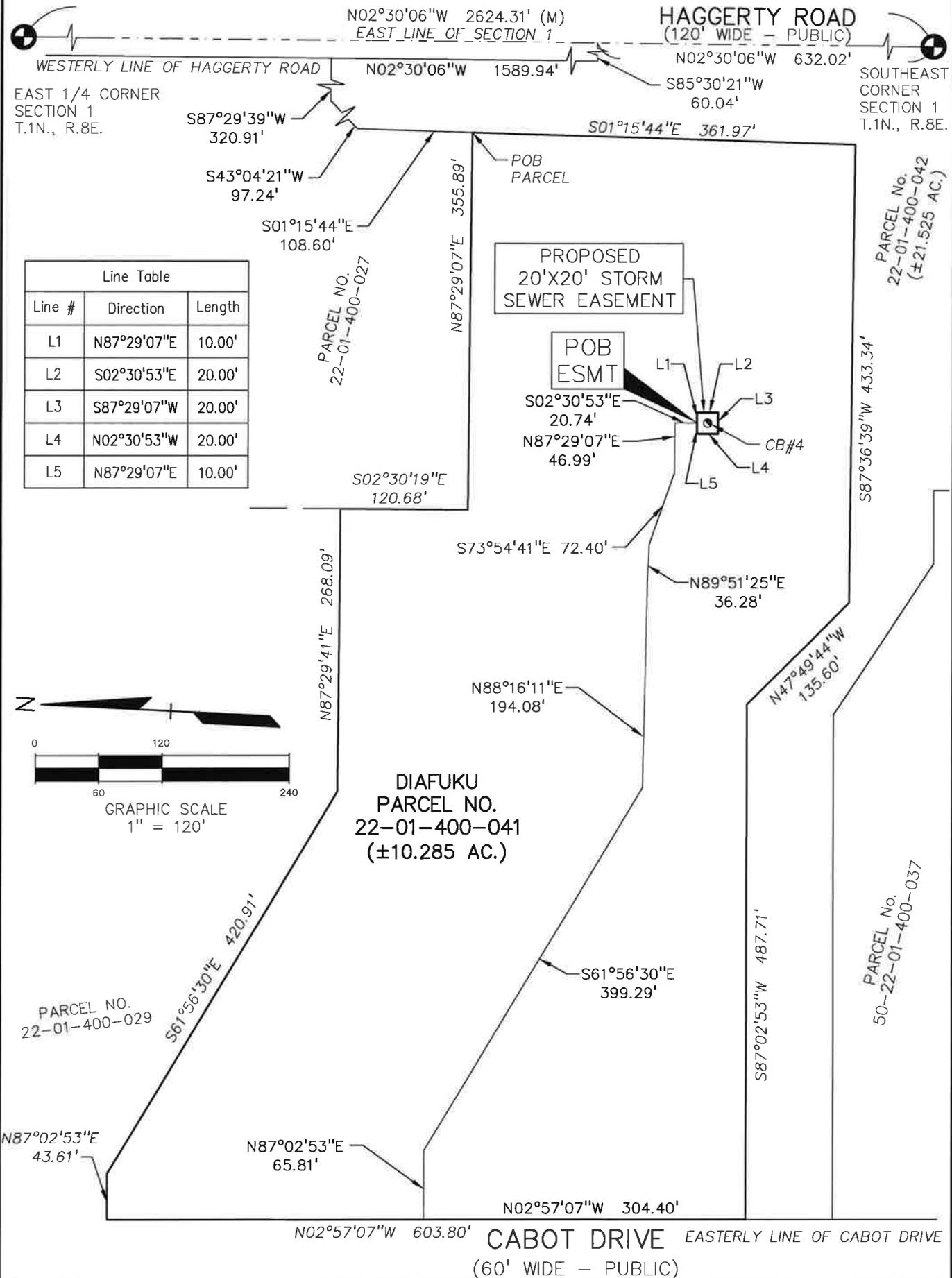
PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

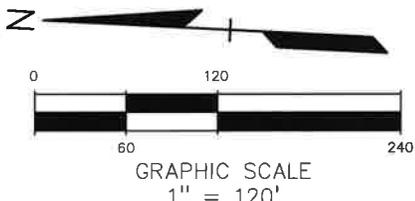
CLIENT:
DAIFUKU NORTH AMERICA
34375 WEST TWELVE MILE ROAD
FARMINGTON HILLS, MI., 48331 (248)848-6400

SCALE: 1" = 120'	JOB No: 2016088
DATE: 01-29-20	DWG. No: 3 of 3

**EXHIBIT "C" PAGE 2 OF 2
SKETCH OF PROPOSED 20'X20' STORM SEWER EASEMENT**



Line Table		
Line #	Direction	Length
L1	N87°29'07"E	10.00'
L2	S02°30'53"E	20.00'
L3	S87°29'07"W	20.00'
L4	N02°30'53"W	20.00'
L5	N87°29'07"E	10.00'



PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: DAIFUKU NORTH AMERICA 34375 WEST TWELVE MILE ROAD FARMINGTON HILLS, MI., 48331 (248)848-6400	SCALE: 1" = 120'	JOB No: 2016088
	DATE: 01-29-20	DWG. No: 2 of 3

S:\PROJECTS\2016\2016-088 NEG-DAIFUKU-JPB\SURVEY-DEPT\16088BND\dwg\16088 2019 ESMT OIL-GAS SEPERATOR.dwg; DN

**EXHIBIT "D" PAGE 1 OF 2
PROPOSED 20' WIDE STORM SEWER ACCESS EASEMENT**

LEGAL DESCRIPTION – PROPOSED 20' WIDE ACCESS EASEMENT:

(Parcel No. 22-01-400-041)

A 20 foot wide easement over the previously described Parcel No. 22-01-400-041, being land in the Southeast 1/4 of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as follows:

Commencing at the Southeast corner of said Section 1;
thence N02°30'06"W, 632.02 feet along the East line of said Section 1;
thence S85°30'21"W, 60.04 feet to the westerly line of Haggerty Road (120.00 feet wide);
thence along said westerly line, N02°30'06"W, 1589.94 feet;
thence S87°29'39"W, 320.91 feet;
thence S43°04'21"W, 97.24 feet;
thence S01°15'44"E, 108.60 feet;
thence continuing S01°15'44"E, 361.12 feet;
thence S87°36'39"W, 433.34 feet;
thence N47°49'44"W, 135.60 feet;
thence S87°02'53"W, 487.71 feet to the easterly line of Cabot Drive (60.00 feet wide);
thence along said easterly line, N02°57'07"W, 304.40 feet to the POINT OF BEGINNING;

thence along the centerline of a 20' wide access easement the following seven (7) courses:

- 1) N87°02'53"E, 65.81 feet;
- 2) S61°56'30"E, 399.29 feet;
- 3) N88°16'11"E, 194.08 feet;
- 4) N89°51'25"E, 36.28 feet;
- 5) S73°54'41"E, 72.40 feet;
- 6) N87°29'07"E, 46.99 feet;
- 7) and S02°30'53"E, 20.74 feet to the POINT OF ENDING.

Containing 16,712.10 square feet or 0.384 acres of land.

PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT:

DAIFUKU NORTH AMERICA
34375 WEST TWELVE MILE ROAD
FARMINGTON HILLS, MI., 48331 (248)848-6400

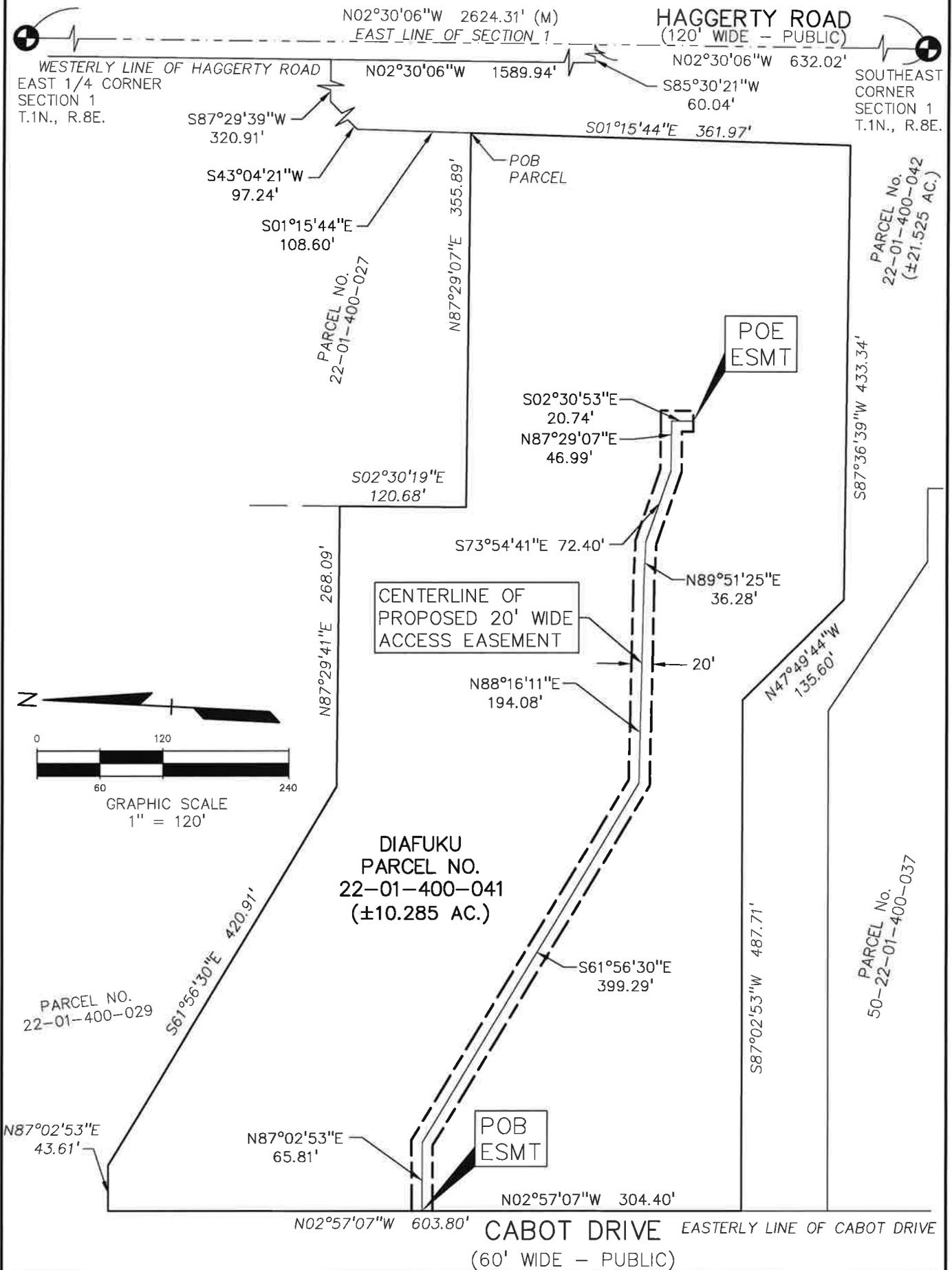
SCALE: 1" = 120'

JOB No: 2016088

DATE: 01-29-20

DWG. No: 1 of 2

EXHIBIT "D" PAGE 2 OF 2
SKETCH OF PROPOSED 20' WIDE STORM SEWER ACCESS EASEMENT



PEA, Inc.

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

CLIENT:
DAIFUKU NORTH AMERICA
 34375 WEST TWELVE MILE ROAD
 FARMINGTON HILLS, MI., 48331 (248)848-6400

SCALE: 1" = 120'	JOB No: 2016088
DATE: 01-29-20	DWG. No: 2 of 2

March 3, 2020

Jeff Herczeg
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Daifuku Test Building - Acceptance Documents Review
Novi # JSP19-0013
SDA Job No. NV19-217
EXHIBITS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on March 2, 2020 against the Final Site Plan (Stamping Set) approved on August 13, 2019 and our construction 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 November 20, 2019)
Legal Description Approved.
2. On-Site Water Main Easement Vacation
(unexecuted: exhibit dated 5/29/19)
Legal Description Approved.
3. On-Site Sanitary Sewer Manhole Access Easement
(executed November 20, 2019)
Legal Description Approved.
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed November 20, 2019)
Legal Description Approved.
5. Off Site Storm Water and Surface Drainage Easement
(executed August 13, 2019)
Legal Description Approved
6. Off-Site Sanitary Sewer Manhole Access Easement
(executed November 20, 2019)
Easement Legal Description Approved
7. Off Site Sanitary Sewer Easement
(executed August 14, 2019)
Legal Description Approved

8. Off Site Temporary Construction Easement
(executed August 14, 2019)
Legal Description Approved
9. Bills of Sale: Sanitary Sewer System and Water Supply System
(executed November 20, 2019)
Legal Description Approved
10. Full Unconditional Waivers of Lien from contractors installing public utilities
PROVIDED
Approved
11. Sworn Statement signed by Developer
PROVIDED
Approved

The documents as submitted were found to be acceptable by our office pending review by the City Attorney. 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 June 20, 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): Victor Boron, City of Novi
Michael Freckelton, Spalding DeDecker
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, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi