

### CITY of NOVI CITY COUNCIL

Agenda Item L October 10, 2016

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from HCP Land, LLC and Daifuku North America Holding Company for the Haggerty Corridor Corporate Park Phase II development located west of Haggerty Road and north of 13 Mile Road (parcels 22-01-400-040 and 22-01-400-039).

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

PA

CITY MANAGER APPROVAL:



The owner and developer of the properties, HCP Land, LLC and Daifuku North America Holding Company (parcels 22-01-400-040 and 22-01-400-039) request approval of the Storm Drainage Facility Maintenance Easement Agreement for these developments, located east of Cabot Drive, between 13 Mile Road and MacKenzie Drive as shown on the attached map. The detention basin was constructed during the development of the Haggerty Corridor Park Phase II infrastructure project. The Daifuku Office Building development project is currently under construction and the storm drainage will be collected via storm sewer and outlet into the detention basin.

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance of the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular case, the property owners own and agree to maintain a storm water detention basin straddling the property line and are providing an access easement to the basin. The owners are also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site sewer system.

The enclosed agreement has been favorably reviewed by City staff and the City Attorney (Beth Saarela's letter, dated September 29, 2016, attached) and is recommended for approval.

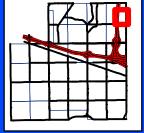
**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from HCP Land, LLC and Daifuku North America Holding Company for the Haggerty Corridor Corporate Park Phase II development located west of Haggerty Road and north of 13 Mile Road (parcels 22-01-400-040 and 22-01-400-039).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

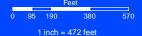
	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				















### JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331 Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela esaarela@jrsjlaw.com

www.jrsjlaw.com

September 29, 2016

Rob Hayes, Public Services Director City of Novi, Department of Public Services Field Services Complex 26300 Lee BeGole Drive Novi, MI 48375

Re: Daifuku JSP 16-23

**Storm Drainage Facility Maintenance Easement Agreement** 

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Daifuku Development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached Exhibits. 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,

LIZABETH K. SAARELA

EKS

**Enclosures** 

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, City Planner
Kristin Pace, Treasurer's Office

Rob Hayes, Public Services Director September 29, 2016 Page 2

Adam Wayne, Civil Engineer
Sarah Marchioni, Building Permit Coordinator
Brittany Allen and Ted Meadows, Spalding DeDecker
Sue Troutman, City Clerk's Office
Matthew Sosin, Northern Equities
Julie Barnard, Northern Equities
Thomas R. Schultz, Esquire

# STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 1st day of 2016, by and between HCP Land LLC, a Michigan limited liability company, whose address is 39000 Country Club Drive, Farmington Hills, MI 48331, and Daifuku North America Holding Company, a Delaware corporation, whose address is 34375 West Twelve Mile Road, Farmington Hills, MI 48331 (together hereinafter the "Owners"), 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:

Owners own adjacent parcels of land situated in Section 1 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A (the "Properties"), which are or will be developed as office/research developments. The Properties share 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 Properties in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owners hereby covenants and agrees that the Owners shall, at their 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners within thirty (30) days of a billing to the Owners. All unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each 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 Owners, and, in such event, the Owners 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, Owners have executed this Agreement as of the day and year first above set forth.

above set forth.	
	OWNERS
	Daifuku North America Holding Company, a Delaware corporation  By: Name: Its:
	HCP Land LLC, a Michigan limited liability company
	By: Haggerty Corridor Partners LLC, a Michigan limited liability company
	By: FG 38 Corporation A Michigan corporation  By: Matthew S. Sosin Its: Member
STATE OF MICHIGAN ) ) ss.	
Company, a Delaware corporation, to me k	, 2016, before me, personally appeared the above of Daifuku North America Holding nown to be the person described in and who executed that they executed the same as his free act and deed.    Dila S. Dila   Dila   Notary Public,
	Acting in <b>Oak land</b> County, MI My commission expires: <b>312-302</b> 1

DEBRA S. DIXON
Notary Public - Michigan
Livingston County
My Commission Expires March 12, 2021
Acting in the county of Oakland

STATE OF MICHIGAN )	
) ss. COUNTY OF OAKLAND )	
named Matthew S. Sosin, the Manager of FG 3 Partners LLC, a Michigan limited liability comp	Mue Dasnasa (Notary Public,
STATE OF MICHIGAN )	
) ss. COUNTY OF OAKLAND )	
The foregoing instrument was acknowledge by, as the	ged before me thisday of, 201,of
	Notary Public Acting in Oakland County, Michigan My Commission Expires:  CITY OF NOVI
	A Municipal Corporation
	By: Its:
Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 W. Ten Mile Rd
Farmington Hills, MI 48331	Novi, MI 48375

# EXHIBIT "A" PROPERTY LEGAL DESCRIPTION SHEET 1

### LEGAL DESCRIPTION - PARCEL NO. 22-01-400-039:

A parcel of land located in 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 NO2°30'06"W, 632.02 feet along the East line of said Section 1;

thence S85°30'21"W, 60.04 feet to the West line of Haggerty Road (120 feet wide);

thence along the West line of said Haggerty Road, NO2°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 S87°29'07"W, 355.89 feet to the POINT OF BEGINNING;

thence S02°30'19"E, 361.12 feet; thence S87°36'39"W, 85.30 feet; thence N47°49'44"W, 135.60 feet; thence S87°02'53"W, 487.71 feet to the East line of Cabot Drive (60 feet wide); thence along said East 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 to the POINT OF BEGINNING. Containing  $\pm 7.36$  acres of land.

### LEGAL DESCRIPTION - PARCEL NO. 22-01-400-040:

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: Commencing at the Southeast corner of said Section 1; thence NO2°30'06"W, 632.02 feet along the east line of said section; thence S85°30'21"W, 60.04 feet to the west line of Haggerty Road (120' wide) and the POINT OF BEGINNING; thence continuing S85°30'21"W, 215.71 feet; thence N02°02'32"W, 467.58 feet; thence S87°57'28"W, 162.89 feet; thence S13°30'29"W, 174.90 feet; thence S41°04'28"W, 75.81 feet; thence S87°29'56"W, 312.43 feet; thence S44°08'59"W, 370.51 feet to the east line of Cabot Drive (60' wide); thence 179.14 feet along said east line on the arc of a non tangent curve to left, having a radius of 455.00 feet, a central angle of 22°33'27", and a chord which bears N25°41'38"W, 177.98 feet; thence N53°01'38"E, 25.75; thence N58°31'42"E, 86.31 feet; thence 117.06 feet along the arc of a curve to the left, having a radius of 250.00 feet, a central angle of 26°49'44", and a chord which bears N45°06'50"E, 116.00 feet; thence 246.05 feet along the arc of a curve to the right, having a radius of 360.00 feet, a central angle of 39°09'34", and a chord which bears N51°16'46"E, 241.29 feet; thence NO2°57'07"W, 203.77 feet; thence N87°02'53"E, 27.77 feet; thence N02°57'07"W, 344.50 feet; thence S87°02'53"W, 69.71 feet; thence N59°27'20"W, 170.63 feet; thence S87°02'53"W, 478.00 feet to the aforementioned east line of Cabot Drive; thence NO2°57'07"W, 81.79 feet along said east line; thence N87°02'53"E, 487.71 feet; thence S47°49'44"E, 135.60 feet; thence N87°36'39"E, 85.30 feet; thence N02°30'19"W, 361.12 feet: thence N87°29'07"E, 355.89 feet; thence N01°15'44"W, 108.60 feet; thence N43°04'21"E, 97.24 feet; thence N87°29'39"E, 320.91 feet to the aforementioned west line of Haggerty Road; thence along said west line S02°30′06″E, 1589.94 feet to the POINT OF BEGINNING; Containing 24.45 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

### DAIFUKU NORTH AMERICA

34376 WEST TWELVE MILE ROAD FARMINGTON HILLS, MI 48331

EXHIBIT A HCP LAND AND DAIFUKU - SDMEA

DES, PB DN. DLC SUR DLC P.M. JST

ORIGINAL ISSUE DATE: JULY 29, 2018

PEA JOB NO. 2016-088

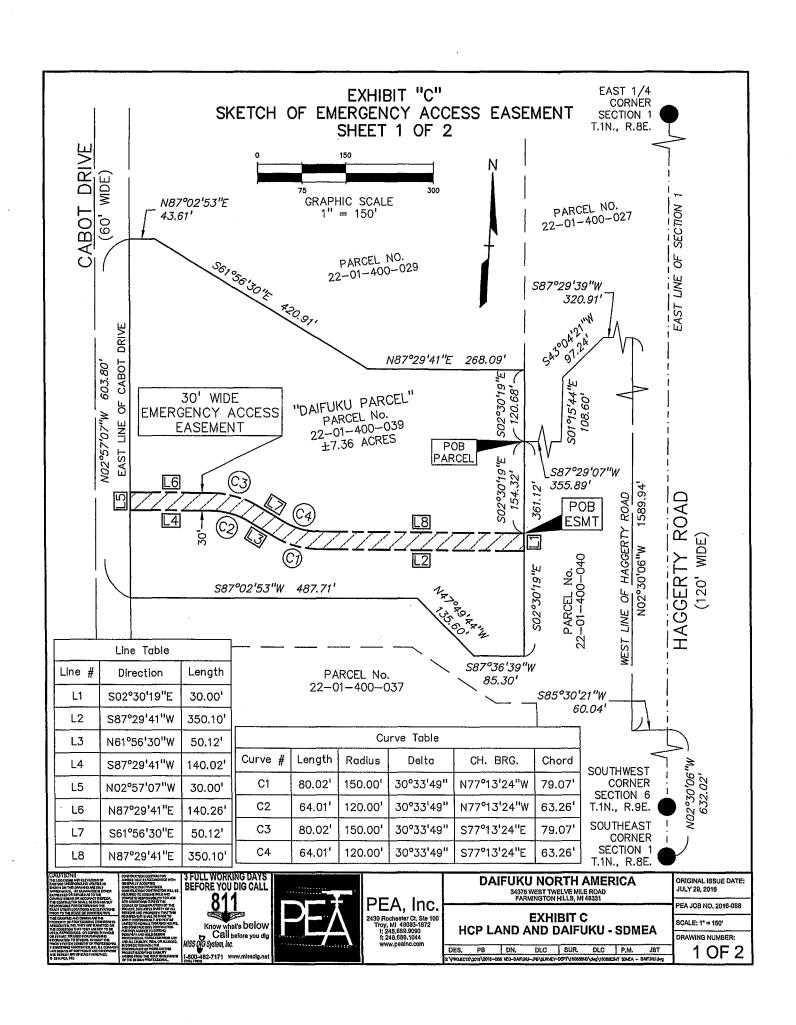
SCALE: N/A

DRAWING NUMBER:

1

### Exhibit B

Storm Water Facility	Maintenance Action	Corrective Action	Annual Estimated Cost for Maintenance & Repairs 1st Year 2nd Year 3rd Year		
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	
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" EASEMENT LEGAL DESCRIPTION SHEET 2 OF 2

### LEGAL DESCRIPTION - PROPOSED EMERGENCY ACCESS EASEMENT:

A 30 foot wide emergency access easement over the previously described Parcel No. 22—01—400—039, being lands 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 NO2°30'06"W, 632.02 feet along the East line of said Section 1;

thence S85°30'21"W, 60.04 feet to the West line of Haggerty Road (120.00 feet wide);

thence along the West line of said Haggerty Road, NO2°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 S87°29'07"W, 355.89 feet;

thence S02°30'19"E, 154.32 feet to the POINT OF BEGINNING;

thence along said easement the following twelve (12) courses:

- 1) continuing (L1) S02°30'19"E, 30.00 feet;
- 2) (L2) S87°29'41"W, 350.10 feet;
- 3) (C1) 80.02 feet along the arc of a curve to the right, having a radius of 150.00 feet, a central angle of 30°33'49", and a chord bearing N77°13'24"W, 79.07 feet;
- 4) (L3) N61°56'30"W, 50.12 feet;
- 5) (C2) 64.01 feet along the arc of a curve to the left, having a radius of 120.00 feet, a central angle of 30°33'49", and a chord bearing N77°13'24"W, 63.26 feet;
- 6) (L4) S87°29'41"W, 140.02 feet to the East line of Cabot Drive (60 feet wide);
- 7) along said East line, (L5) NO2°57'07"W, 30.00 feet;
- 8) (L6) N87°29'41"E, 140.26 feet;
- 9) (C3) 80.02 feet along the arc of a curve to the right, having a radius of 150.00 feet, a central angle of 30°33'49", and a chord bearing S77°13'24"E, 79.07 feet;
- 10) (L7) S61°56'30"E, 50.12 feet;
- 11) (C4) 64.01 feet along the arc of a curve to the left, having a radius of 120.00 feet, a central angle of 30°33'49", and a chord bearing S77°13'24"E, 63.26 feet and;
- 12) (L8) N87°29'41"E, 350.10 feet to the POINT OF BEGINNING.

Containing  $\pm 20,532$  square feet or  $\pm 0.47$  acres of land.









PEA, Inc. 2430 Rochester Ct, 58e 100 Troy, MI 48083-1872 t; 248.689,9090 f; 248.689,1044

### DAIFUKU NORTH AMERICA

34375 WEST TWELVE MILE ROAD FARMINGTON HILLS, MI 48331

EXHIBIT C HCP LAND AND DAIFUKU - SDMEA

DES, PB DN. DLC SUR DLC P.M. JBT

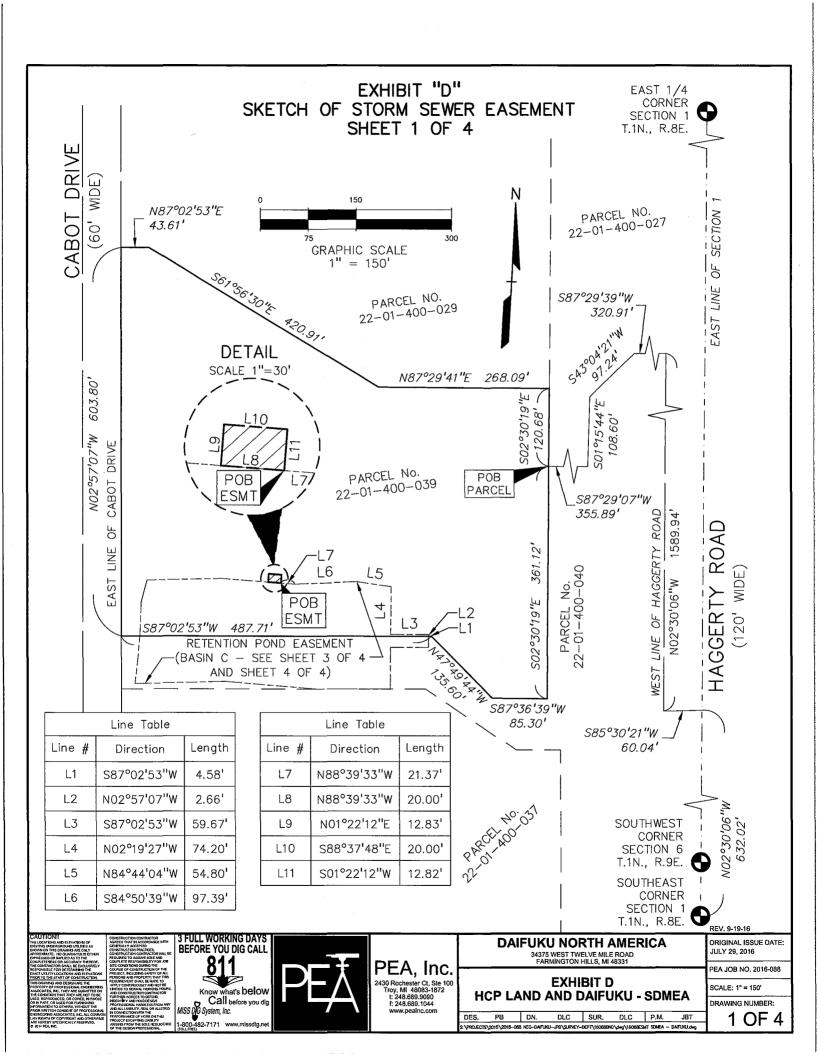
ORIGINAL ISSUE DATE: JULY 29, 2016

PEA JOB NO. 2016-088

- LA JOB NO. 2010-000

DRAWING NUMBER:

2 OF 2



# EXHIBIT "D" EASEMENT LEGAL DESCRIPTION SHEET 2 OF 4

# LEGAL DESCRIPTION - PROPOSED STORM SEWER EASEMENT:

(per PEA. Inc.)

A 20 foot wide storm sewer easement over the previously described Parcel No. 20-01-400-039, being lands 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 NO2°30'06"W, 632.02 feet along the East line of said Section 1;

thence S85°30'21"W, 60.04 feet to the West line of Haggerty Road (120 feet wide);

thence along the West line of said Haggerty Road, NO2°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 S87°29'07"W, 355.89 feet;

thence S02°30'19"E, 361.12 feet;

thence S87°36'39"W, 85.30 feet;

thence N47°49'44"W, 135.60 feet;

thence (L1) S87°02'53"W, 4.58 feet to the East line of Detention Basin 3, as described and depicted on Exhibit C of the Storm Drainage Facility Maintenance Easement Agreement for Haggerty Corridor Corporate Park Phase 2, dated May 16,

thence along the East and North lines of said Detention Basin 3 the following six (6) courses:

- (L2) N02°57'07"W, 2.66 feet; 1)
- 2) (L3) S87°02'53"W, 59.67 feet;
- 3) (L4) N02°19'27"W, 74.20 feet;
- 4) (L5) N84°44'04"W, 54.80 feet: (L6) S84°50'39"W, 97.39 feet and; 5)
- (L7) N88°39'33"W, 21.37 feet to the POINT OF BEGINNING:

thence along said easement the following four (4) courses:

- continuing (L8) N88°39'33"W, 20.00 feet: 1)
- (L9) N01°22'12"E, 12.83 feet; 2)
- 3) (L10) S88°37'48"E, 20.00 feet;
- (L11) S01°22'12"W, 12.82 feet to the POINT OF BEGINNING. 4)

Containing  $\pm 257$  square feet of land.









PEA, Inc.

### DAIFUKU NORTH AMERICA

34375 WEST TWELVE MILE ROAD FARMINGTON HILLS, MI 48331

**EXHIBIT D HCP LAND AND DAIFUKU - SDMEA** 

DLC SUR.

DLC P.M.

DES. PB DN.

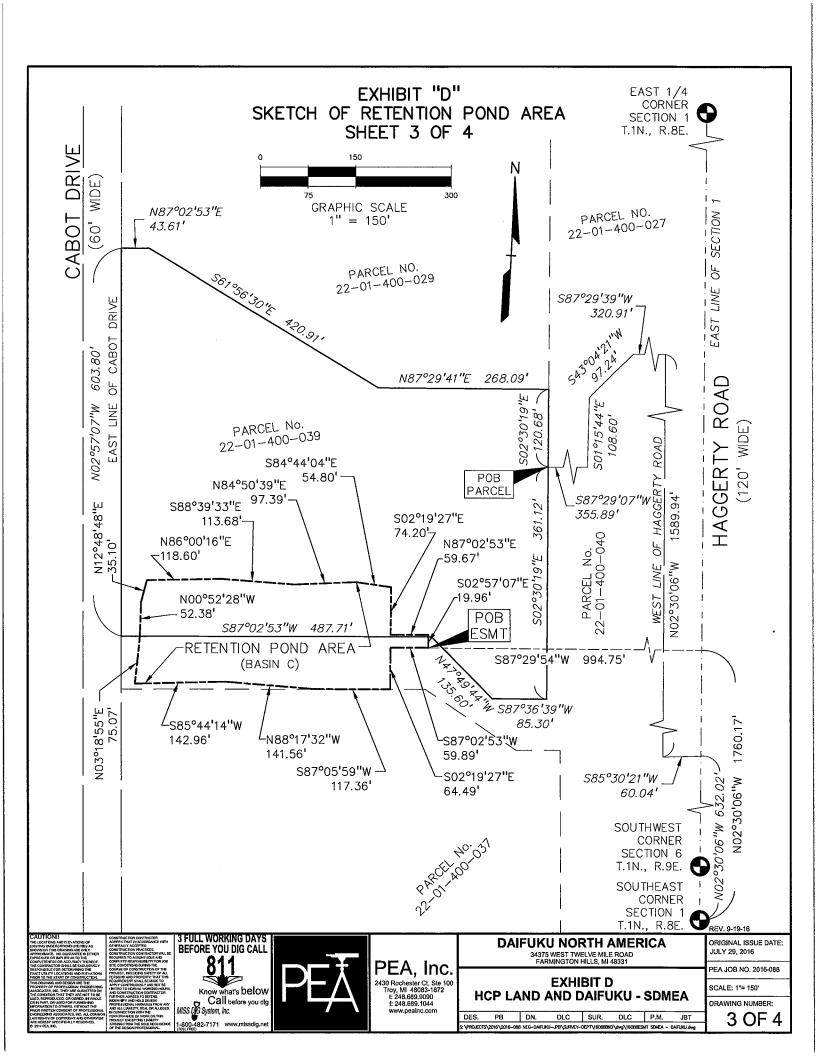
ORIGINAL ISSUE DATE: JULY 29, 2016

PEA JOB NO. 2016-088

SCALE: N/A

DRAWING NUMBER:

2 OF 4



# EXHIBIT "D" EASEMENT LEGAL DESCRIPTION SHEET 4 OF 4

## LEGAL DESCRIPTION - RETENTION POND AREA

(Per PEA, Inc.)

An easement over land in part of the East 1/2 of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as follows:

Beginning at a point located NO2°30'06"W, 1760.17 feet along the East line of Section 1 and S87°29'54"W, 994.75 feet from the Southeast corner of said Section 1; thence S87°02'53"W, 59.89 feet; thence S02°19'27"E, 64.49 feet; thence S87°05'59"W, 117.36 feet; thence N88°17'32"W, 141.56 feet; thence S85°44'14"W, 142.96 feet: thence N03°18'55"E, 75.07 feet; thence N00°52'28"W, 52.38 feet: thence N12°48'48"E, 35.10 feet; thence N86°00'16"E, 118.60 feet; thence S88°39'33"E, 113.68 feet; thence N84°50'39"E, 97.39 feet; thence S84°44'04"E. 54.80 feet: thence S02°19'27"E, 74.20 feet; thence N87°02'53"E, 59.67 feet; thence S02°57'07"E, 19.96 feet to the Point of Beginning. (Containing  $\pm 1.488$  acres)





PEA, Inc.

### **DAIFUKU NORTH AMERICA**

34375 WEST TWELVE MILE ROAD FARMINGTON HILLS, MI 48331

**EXHIBIT D** 

HCP LAND AND DAIFUKU - SDMEA DES. PB ON. DLC SUR. DLC P.M.

ORIGINAL ISSUE DATE:

PEA JOB NO. 2016-088

SCALE: N/A

DRAWING NUMBER:

4 OF 4