

CITY of NOVI CITY COUNCIL

**Agenda Item G
July 20, 2009**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Medical Office Building, LLC for the Contemporary Imaging medical office building development, located at 24285 Karim Boulevard on the west side of Karim Boulevard between Grand River and Ten Mile Road in Section 24 (parcel 22-24-476-032).

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

CITY MANAGER APPROVAL *[Signature]* *7/4*

BACKGROUND INFORMATION:

Medical Office Building, LLC, has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the Contemporary Imaging site, located at 24285 Karim Boulevard (at the west-side of Karim Boulevard, between 10 Mile Road and Grand River Avenue), Section 24 of the City of Novi. The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's June 24, 2009 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Medical Office Building, LLC for the Contemporary Imaging medical office building development, located at 24285 Karim Boulevard on the west side of Karim Boulevard between Grand River and Ten Mile Road in Section 24 (parcel 22-24-476-032).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

June 24, 2009

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

Rob Hayes, Public Services Director
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Contemporary Imaging, SP08-28
Storm Drainage Facility Maintenance Easement Agreement
Our File No. 660169.NOV1**

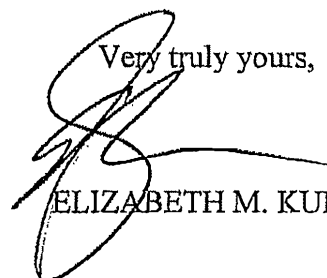
Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for the Contemporary Imaging Property in Section 24 of the City. The Exhibits have been 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,



ELIZABETH M. KUDLA

EMK
Enclosure

C: Maryanne Cornelius, Clerk (w/Enclosure)
Marina Neumaier, Assistant Finance Director (w/Enclosure)
Charles Boulard, Building Official (w/Enclosure)
Barb McBeth, Deputy Community Development Director (w/Enclosure)
Aaron Staup, Construction Engineering Coordinator (w/Enclosure)
Taylor Reynolds and Byron Hanson, Spalding DeDecker (w/Enclosure)
Sarah Marchioni, Building Permit Coordinator (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Wayne Dutton, Sarnacki & Associates (w/enclosure)
Pina Finazzo, DO (w/enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

C:\Nrp\Portbl\imange\BKUDLA\1257821_1.DOC

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 21 day of APRIL, 2009, by and between Medical Office Building, LLC, a Michigan limited liability company, whose address is 1676 Fort Street, Trenton, MI 48183 (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 Medical Office Building on the Property.

B. The Medical Office Building, 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 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.

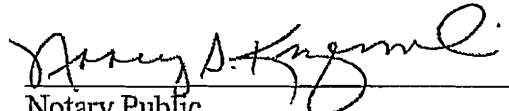
OWNER: Medical Office Building, LLC

By: 
Its: _____
Josephine J. Finazzo, D.O.
authorized member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21 day of APRIL, 2009, by Josephine J. Finazzo, D.O., as the authorized member of Medical Office Building, LLC.

NANCY S. KRZEMINSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 2, 2012
ACTING IN COUNTY OF



Notary Public
Oakland County, Michigan
My Commission Expires: 11-2-2012

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

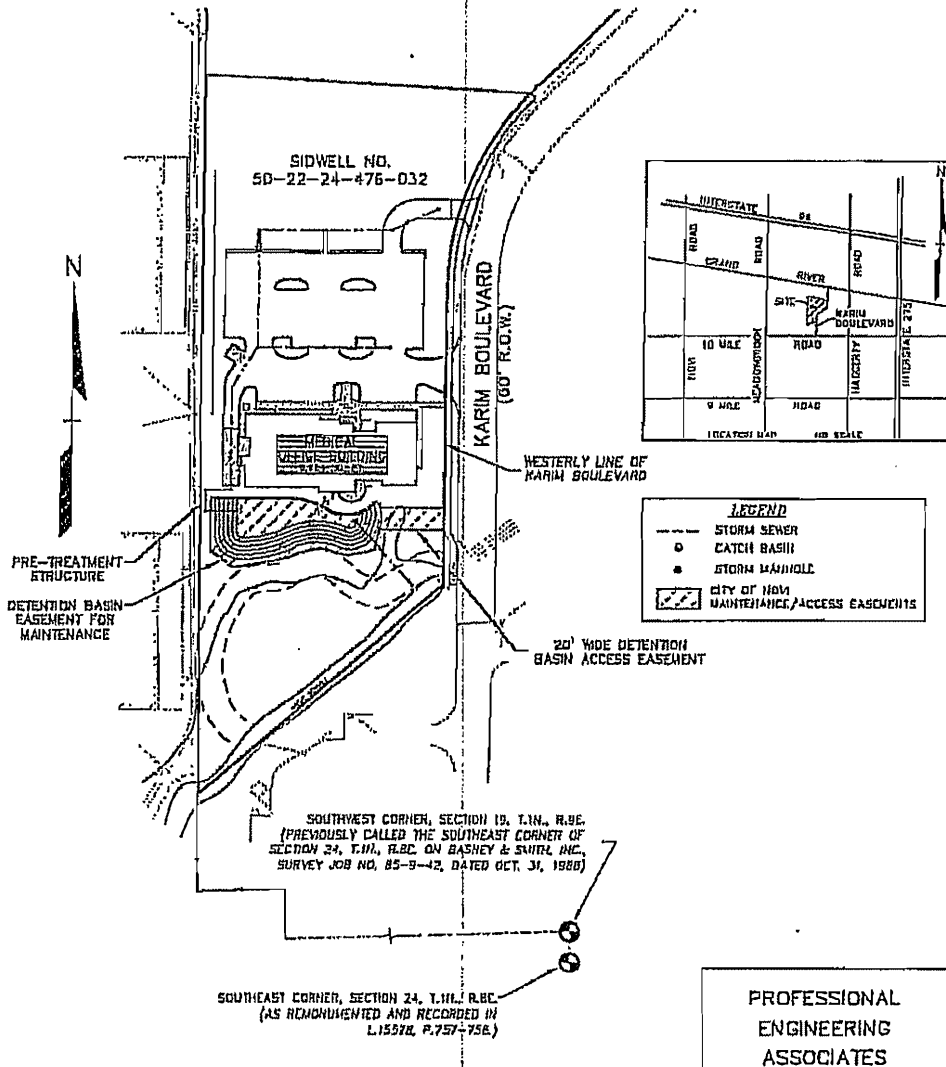
602691v1

EXHIBIT "A"
CONTEMPORARY IMAGING ASSOCIATES
STORM MAINTENANCE

LEGAL DESCRIPTION:

SUBJECT PARCEL

(PER MEN-TEC & ASSOC. JOB#03-38763 BOUNDARY/TOPOGRAPHIC/TREE SURVEY DATED 12-04-03)
 Part of the Southeast 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Southwest corner of Section 19, Town 1 North, Range 8 East (previously called the Southeast corner of Section 24, Town 1 North, Range 8 East by Barney & Smith, Inc., survey job no. 85-9-42, dated October 31, 1988), said point being 12.17 feet North of the Southwest corner of Section 24, Town 1 North, Range 8 East, as re-monumented and recorded in Liber 1552B, Page 757-758; thence S88°26'40"W, 800.00 feet; thence N20°03'40"E, 60.02 feet; thence S88°25'40"W, 467.30 feet; thence N00°03'40"E, 310.00 feet to the Point of Beginning; thence N00°03'40"E, 671.34 feet; thence S88°31'30"E, 383.00 feet; thence along a curve to the left, radius 260.00 feet, central angle 45°00'00", an arc distance of 204.20 feet, and whose chord bears S22°34'02"W (previously described as S22°33'40"W), 199.00 feet; thence S00°03'40"W, 273.06 feet (previously described as 273.26 feet); thence S10°08'33"W, 308.55 feet to the Point of Beginning.



CLIENT: PINA FINAZZO, D.O. 19500 HAGGERTY ROAD LIVONIA, MI - 48152	SCALE: NONE	JOB No: 2008068	2400 Rochester GL Suite 100 Troy, MI 48063-1872 (248) 689-9090
	DATE: 12-18-08	DWG. No: 1 of 1	

PROFESSIONAL
ENGINEERING
ASSOCIATES

EXHIBIT "B"
CONTEMPORARY IMAGING ASSOCIATES
SCHEDULE OF MAINTENANCE

GENERAL INSPECTION & MAINTENANCE:

1. INSPECT ENTIRE STORM SYSTEM AT LEAST ANNUALLY.
2. CLEANOUT OF ACCUMULATED SEDIMENT IN STORM STRUCTURES SHOULD BE PERFORMED WHEN THE USABLE SEDIMENT STORAGE VOLUME HAS BEEN OCCUPIED. SEDIMENT DEPTHS CAN BE DETERMINED BY LOWERING A MEASURING DEVICE (I.E. STADIA ROD) TO THE TOP OF THE SEDIMENT PILE AND TO THE WATER'S SURFACE.
3. A VACUUM TRUCK CAN BE USED TO REMOVE THE ACCUMULATED SEDIMENT AND DEBRIS. DISPOSAL OF THE MATERIAL IS TYPICALLY TREATED IN THE SAME FASHION AS CATCH BASIN CLEANOUTS. AQUASHIELD RECOMMENDS THAT ALL MATERIALS REMOVED BE HANDLED AND DISPOSED OF IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS.

STORM WATER TREATMENT STRUCTURE MAINTENANCE SCHEDULE:

1. THE MECHANICAL TREATMENT STRUCTURE SHALL BE INSPECTED QUARTERLY AND AFTER LARGE STORM EVENTS.
2. THE ADJUA-SWRL STRUCTURE SHALL BE CLEANED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, WITH A MINIMUM OF EVERY SIX MONTHS. INSPECTION AND REMOVALS SHOULD BE FOR FLOATABLE MATERIAL AS WELL AS SEDIMENT.

DETENTION BASIN & OUTLET CONTROL STRUCTURE MAINTENANCE SCHEDULE:

1. CHECK INLET AND OUTLET ANNUALLY AND AFTER LARGE STORM EVENTS FOR CLOGGING AND CLEAN WHEN NECESSARY. REPLACE RIP-RAP AROUND STANDPIPE, INLET AND OUTLET AS NEEDED.
2. INSPECT FOR AND REMOVE FLOATABLES AND DEBRIS ANNUALLY.
3. CHECK BANKS AND BOTTOM OF DETENTION BASIN ANNUALLY AND CORRECT AS NECESSARY.
4. RESEED BANKS OF DETENTION BASIN NEAR THE INLET AND OUTLET AND STABILIZE ERODED BANKS AS NECESSARY.
5. REMOVE DEAD VEGETATION IN EARLY SPRING THAT OBSTRUCTS FLOW.
6. INSPECT FOR SEDIMENT ACCUMULATION ANNUALLY. REMOVE SEDIMENT WHEN ACCUMULATION REACHES SIX INCHES OR RESUSPENSION IS OBSERVED.
7. CHECK OUTLET CONTROL STRUCTURES ANNUALLY FOR SEDIMENT ACCUMULATION TO ENSURE THAT IT IS OPERATING PROPERLY.

ESTIMATED COST OF MAINTENANCE:

THE COST OF MAINTENANCE OF THE SYSTEM WILL DEPEND ON THE SCHEDULE THAT DEVELOPS DUE TO AMOUNT OF SEDIMENT ENCOUNTERED IN THE SYSTEM. IT IS RECOMMENDED THAT THE SYSTEM BE INSPECTED QUARTERLY FOR THE FIRST YEAR AND THAT THE MAINTENANCE SCHEDULE BE ESTABLISHED AFTER THE FIRST YEAR. THE COST TO INSPECT THE SYSTEM EACH YEAR CAN BE ESTIMATED AT \$500 PER YEAR. THE COST TO CLEAN THE SYSTEM, ASSUMING A CONSERVATIVE AMOUNT OF CLEANINGS WILL BE \$1000 PER YEAR. THUS, THE ESTIMATED AMOUNT TO INSPECT AND MAINTAIN THE SYSTEM ANNUALLY WILL BE APPROXIMATELY \$1500.

**PROFESSIONAL
ENGINEERING
ASSOCIATES**

CLIENT: PINA FINAZZO, D.O. 19900 HAGGERTY ROAD LIVONIA, MI - 48152	SCALE: NONE	JOB No: 2008058	2430 Rochester Ct, Suite 100 Troy, MI 48063-1872 (248) 888-8080
	DATE: 12-18-08	DWG. No: 1 of 1	

EXHIBIT "C"
 CONTEMPORARY IMAGING ASSOCIATES
 20' WIDE DETENTION BASIN ACCESS

SIDWELL NO.
 50-22-24-476-032

WESTERLY LINE OF
 KARIM BOULEVARD
 KARIM BOULEVARD
 (60' R.O.W.)

PROPOSED 20' WIDE
 DETENTION BASIN
 ACCESS EASEMENT

P.O.B.
 DETENTION BASIN
 ACCESS EASEMENT

589°56'20"E 58.28'
 N11°16'10"W 8.93'
 N14°01'22"E 11.58'
 N89°56'20"W 60.29'
 S00°03'40"W 20.00'
 N00°03'40"E 51.33'

SOUTHWEST CORNER, SECTION 19, T.1N., R.9E.
 (PREVIOUSLY CALLED THE SOUTHEAST CORNER OF
 SECTION 24, T.1N., R.9E. ON BASNEY & SMITH, INC.,
 SURVEY JOB NO. 85-9-42, DATED OCT. 31, 1988)

N00°03'40"E
 310.00'(R)

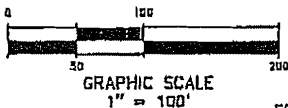
S88°26'40"W
 467.30'(R)

N00°03'40"E
 60.02'(R)

S88°26'40"W 860.02'(R)

12.17' NORTH
 (N.T.S.)

SOUTHEAST CORNER, SECTION 24, T.1N., R.9E.
 (AS REMONUMENTED AND RECORDED IN
 L.15528, P.757-758.)



LEGEND

SECTION CORNER

PROFESSIONAL
 ENGINEERING
 ASSOCIATES

CLIENT:
 PINA FINAZZO, D.O.
 19900 HAGGERTY ROAD
 LIVONIA, MI - 48152

SCALE: 1" = 100'

DATE: 9-23-08

JOB No: 2008068

DWG. No: 1 of 2

2430 Rochester Ct. Suite 100
 Troy, MI 48068-1872
 (248) 888-9080

EXHIBIT "C"
CONTEMPORARY IMAGING ASSOCIATES
20' WIDE DETENTION BASIN ACCESS

LEGAL DESCRIPTION:

20' WIDE DETENTION BASIN ACCESS EASEMENT

A 20 foot wide detention basin easement for access over part of the Southeast 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as follows: Commencing at the Southwest corner of Section 19, Town 1 North, Range 8 East (previously called the Southeast corner of Section 24, Town 1 North, Range 8 East by Bosney & Smith, Inc., survey job no. 85-9-42, dated October 31, 1988), said point being 12.17 feet North of the Southeast corner of Section 24, Town 1 North, Range 8 East, as re-monumented and recorded in Liber 1652B, Page 757-758; thence S88°26'40"W, 860.02 feet; thence N00°03'40"E, 60.02 feet; thence S88°26'40"W, 467.30 feet; thence N00°03'40"E, 310.00 feet; thence N49°08'33"E, 300.59 feet to the westerly line of Korim Boulevard; thence along said westerly line N00°03'40"E, 51.33 feet to the Point of Beginning; thence N89°56'20"W, 60.29 feet; thence N14°01'22"E, 11.58 feet; thence N11°16'10"W, 8.93 feet; thence S89°56'20"E, 59.26 feet to the aforementioned westerly line of Korim Boulevard; thence along said westerly line S00°03'40"W, 20.00 feet to the Point of Beginning.

PROFESSIONAL
ENGINEERING
ASSOCIATES

CLIENT: PINA FINAZZO, D.O. 19900 HAGOERTY ROAD LIVONIA, MI - 48152	SCALE: 1" = 100'	JOB No: 200806B	2430 Rochester Ct. Suite 100 Troy, MI 48063-1872 (248) 688-8000
	DATE: 9-23-08	DWG. No: 2 of 2	

EXHIBIT "D"
 CONTEMPORARY IMAGING ASSOCIATES
 DETENTION BASIN EASEMENT FOR MAINTENANCE

SIDWELL NO.
 50-22-24-476-032

WESTERLY LINE OF
 KARIM BOULEVARD
 KARIM BOULEVARD
 (60' R.O.W.)

F.D.B.
 DETENTION BASIN
 EASEMENT FOR
 MAINTENANCE

PROPOSED
 DETENTION BASIN ESM
 FOR MAINTENANCE

- ① NORTH 16.83'
- ② N00°03'37"E 33.11'
- ③ S89°56'23"E 72.54'
- ④ ARC = 36.87'
 RADIUS = 65.00'
 DELTA = 32°30'07"
 CHORD = 36.38'
 CH. BRG. = S73°41'19"E
- ⑤ ARC = 50.33'
 RADIUS = 35.00'
 DELTA = 82°23'48"
 CHORD = 46.11'
 CH. BRG. = N61°21'50"E
- ⑥ S52°41'43"E 5.09'
- ⑦ S11°16'10"E 12.81'
- ⑧ S14°01'22"W 31.37'
- ⑨ S77°33'59"W 25.46'
- ⑩ N71°34'21"W 23.16'
- ⑪ S84°52'46"W 9.38'
- ⑫ S73°40'42"W 38.83'
- ⑬ S80°23'51"W 37.76'
- ⑭ N53°39'32"W 28.51'

S89°56'20"E
 10.02'

N00°03'40"E 538.33'

S88°26'40"W
 467.30'(R)

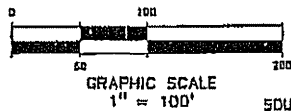
N00°03'40"E
 60.02'(R)

S88°26'40"W 860.02'(R)

12.17' NORTH
 (N.T.S.)

SOUTHWEST CORNER, SECTION 19, T.1N., R.9E.
 (PREVIOUSLY CALLED THE SOUTHEAST CORNER OF
 SECTION 24, T.1N., R.9E. ON BASNEY & SMITH, INC.,
 SURVEY JOB NO. 85-9-42, DATED OCT. 31, 1988)

SOUTHEAST CORNER, SECTION 24, T.1N., R.9E.
 (AS REMONUMENTED AND RECORDED IN
 L15528, P.757-758.)



LEGEND

⊙ SECTION CORNER

PROFESSIONAL
 ENGINEERING
 ASSOCIATES

CLIENT:
 PINA FINAZZO, D.O.
 19800 HAGGERTY ROAD
 LIVONIA, MI - 48152

SCALE: 1" = 100'

JOB No: 2008058

2430 Rochester Ct. Suite 100
 Troy, MI 48065-1872
 (248) 689-8080

DATE: 9-23-08

DWG. No: 1 of 2

EXHIBIT "D"
CONTEMPORARY IMAGING ASSOCIATES
DETENTION BASIN EASEMENT FOR MAINTENANCE

LEGAL DESCRIPTION:

DETENTION BASIN EASEMENT FOR MAINTENANCE

A detention basin easement for maintenance over part of the Southeast 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as follows: Commencing at the Southwest corner of Section 19, Town 1 North, Range 9 East (previously called the Southeast corner of Section 24, Town 1 North, Range 8 East by Bzenay & Smith, Inc., survey Job no. 85-8-42, dated October 31, 1988), said point being 12.17 feet North of the Southeast corner of Section 24, Town 1 North, Range 8 East, as monumented and recorded in Liber 1552B, Page 757-758; thence S88°26'40"W, 880.02 feet; thence N00°03'40"E, 60.02 feet; thence S88°26'40"W, 467.30 feet; thence N00°03'40"E, 538.33 feet; thence S89°56'20"E, 10.02 feet to the Point of Beginning; thence NORTH 16.83 feet; thence N00°03'37"E, 33.11 feet; thence S89°56'23"E, 72.54 feet; thence 36.87 feet along a curve to the right, having a radius of 85.00 feet, a central angle of 32°30'07", and a chord that bears S73°41'19"E, 36.38 feet; thence 50.33 feet along a curve to the left, having a radius of 35.00 feet, a central angle of 82°23'49", and a chord that bears N81°21'50"E, 46.11 feet; thence S52°41'43"E, 5.09 feet; thence S11°16'10"E, 12.81 feet; thence S14°01'22"W, 31.37 feet; thence S77°33'59"W, 25.46 feet; thence N71°34'21"W, 23.16 feet; thence S84°52'45"W, 9.38 feet; thence S73°40'42"W, 38.83 feet; thence S80°23'51"W, 37.76 feet; thence N53°39'32"W, 26.51 feet to the Point of Beginning.

PROFESSIONAL
ENGINEERING
ASSOCIATES

CLIENT: PINA FINAZZO, D.O. 1990D HAGGERTY ROAD LIVONIA, MI - 48152	SCALE: 1" = 100'	JOB No: 2008088	2430 Rochester Ct. Suite 100 Troy, MI 48063-1872 (248) 880-0080
	DATE: 9-23-08	DWG. No: 2 of 2	

Location Map

Contemporary Imaging



Map Author: Brian Coburn, PE
Date: 7/13/09

Version #: 1.0

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
Engineering Division
Department of Public Services
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

