

cityofnovi.org

CITY of NOVI CITY COUNCIL

**Agenda Item R
September 28, 2009**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Soave Corporation, a Domestic Profit Corporation for the Pinebrook Professional Plaza located at 25000 Joseph Drive on the south side of Grand River Avenue east of Joseph Drive in Section 24 (parcel 22-24-332-001).

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

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

BACKGROUND INFORMATION:

The Soave Corporation has requested approval of the Storm Drainage Facility Maintenance Easement Agreement for the Pinebrook Professional Plaza site, located at 25000 Joseph Drive (at the southeast corner of Joseph Drive 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 August 25, 2009 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Soave Corporation, a Domestic Profit Corporation for the Pinebrook Professional Plaza located at 25000 Joseph Drive on the south side of Grand River Avenue east of Joseph Drive in Section 24 (parcel 22-24-327-001).

	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				

August 25, 2009

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

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

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

**Re: Pinebrook Professional Plaza, SP05-21
Storm Drainage Facility Maintenance Easement Agreement
Our File No. 660143.NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for Pinebrook Professional Plaza in Section 24 of the City. The City's Consulting Engineer has 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,



ELIZABETH M. KUDLA

EMK
Enclosure

C: Maryanne Cornelius, Clerk (w/Original 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)
Rino Soave, Soave Corporation (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

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**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 18 day of September, 2008, by & between Soave Corporation, a Domestic Profit Corporation, whose address is 37785 Pembroke, Livonia, Michigan 48152 (hereinafter referred to as "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375, (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 24 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 Commercial development on the Property.
- B. The said 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.


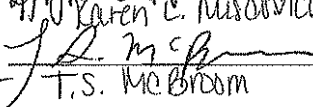
In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written 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 with 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 shall be 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.

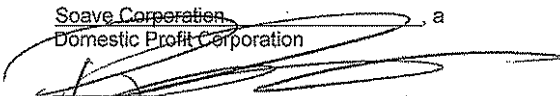
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

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.

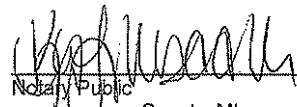
IN WITNESS WHEREOF, the undersigned Owner has executed this Agreement as of the day and year first above set forth.

WITNESSES:

Karen L. Misovich

T.S. McBroom

OWNER:
Soave Corporation
Domestic Profit Corporation, a

By: Rino Soave,
Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of September, 2008, by Rino Soave, as the President of Soave Corp.


KAREN L. MISOVICH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES 02/22, 2014
ACTING IN COUNTY OF NOVATO OAKLAND MI
Notary Public
County, MI
My commission expires _____

CITY OF NOVI
A Municipal Corporation

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public

County, MI
My commission expires : _____

THIS INSTRUMENT DRAFTED BY:
Greg Donnan
Arpee/Donnan Inc.
36937 Schoolcraft Rd.
Livonia, MI 48150

AND WHEN RECORDED RETURN TO:
Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

EXHIBIT "A"

LEGAL DESCRIPTION:

LAND IN 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 SOUTH 1/4 CORNER OF SECTION 24, THENCE DUE NORTH 1810.33 FEET; THENCE N 71°12'52" W 368.76 FEET; THENCE DUE NORTH 30.00 FEET TO THE POINT OF BEGINNING. THENCE N 71°12'52" W 116.66 FEET; THENCE NORTHEASTERLY 20.27 FEET ALONG THE ARC OF A 471.55 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N 01°15'30" E 20.26 FEET; THENCE DUE NORTH 454.91 FEET; THENCE S 71°12'52" E 116.19 FEET; THENCE DUE SOUTH 475.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.20 ACRES, SUBJECT TO THE RIGHTS OF THE PUBLIC IN GRAND RIVER AVENUE AND ALSO SUBJECT TO ALL EASEMENTS, RESTRICTIONS, OR RESERVATIONS OF RECORDS, OR OTHERWISE.

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REVISED: 07/16/2008

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
36937 SCHOOLCRAFT (734) 953-3335
LIVONIA, MICHIGAN 48150 FAX (734) 953-3324

EXHIBIT "A"
PINEBROOK PROFESSIONAL CENTER
CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN

DATE: 05/11/06
FB: DRAWN: CLM
PROJ. NO: 04115
SHEET 1 OF 4

EXHIBIT "B"

STORM WATER MAINTENANCE SCHEDULE

CONVEYANCE SYSTEM

INLETS AND OUTLETS SHALL BE CHECKED ANNUALLY FOR CLOGGING AND THE SYSTEM SHALL BE CLEANED AS REQUIRED.

REGULAR PIPE INSPECTIONS SHALL BE MADE TO VERIFY THAT THE PIPE IS NOT CRACKED OR BROKEN.

CLEAN GRATE OF ALL STRUCTURES AND REMOVE SEDIMENT FROM THE BOTTOM WHEN ACCUMULATION REACHES 6" OR GREATER.

ESTIMATED INSPECTION AND CLEANING COSTS FOR THE FIRST THREE YEARS
= \$2,400.00

DETENTION SYSTEM

THE SCREEN, 4" RESTRICTOR PIPE IN THE OUTLET CONTROL STRUCTURE AND THE VORTECHS SYSTEM (ALL CHAMBERS) SHOULD BE INSPECTED EVERY 3 MONTHS.

THE UNDERGROUND DETENTION BASIN SHOULD BE INSPECTED EVERY 6 MONTHS.

WHEN SEDIMENT DEPTH ACCUMULATED TO WITHIN 6 INCHES OF THE DRY WEATHER WATER LEVEL, THEN IT NEEDS CLEANING.

OIL OR GASOLINE SPILL SHOULD BE CLEANED OUT IMMEDIATELY.

CLEANOUT OF THE VORTECHS SYSTEM WITH A VACUUM TRUCK IS GENERALLY THE MOST EFFECTIVE SYSTEM, ABSORBENT PADS OR PILLOWS CAN BE PLACED IN THE OIL CHAMBER TO REMOVE FLOATING CONTAMINANTS BEFORE REMOVING THE GRIT.

MANHOLE COVERS SHOULD BE SECURELY SEATED FOLLOWING CLEANING ACTIVITY.

ESTIMATED INSPECTION AND CLEANING COSTS FOR THE FIRST THREE YEARS
= \$3,600.00

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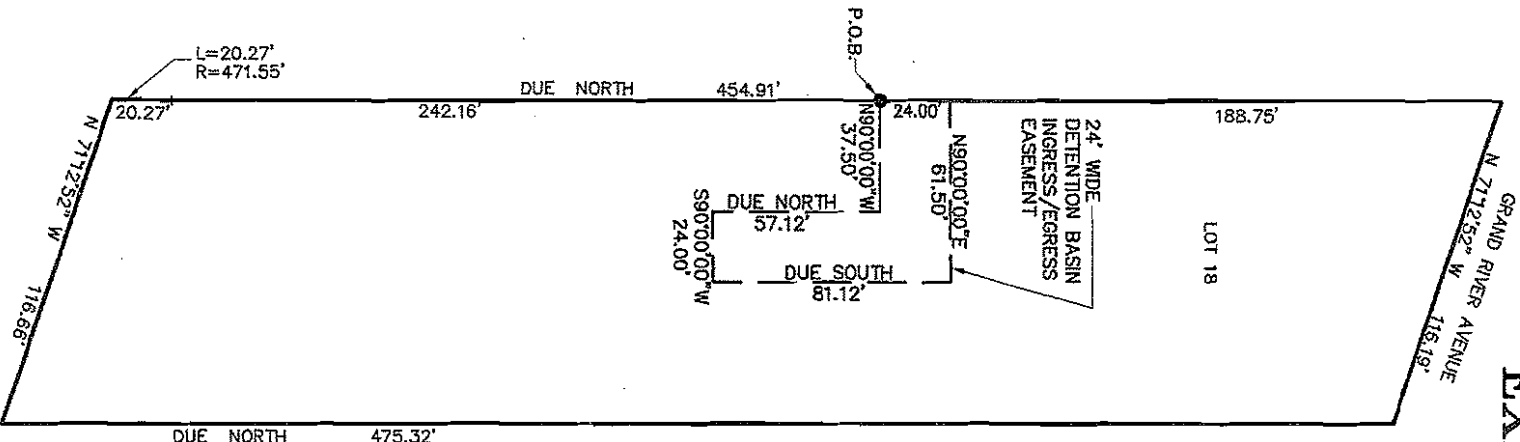
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LAND SURVEYING • ENGINEERING • MAPPING
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EXHIBIT "B"
PINEBROOK PROFESSIONAL CENTER
CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN

DATE: 05/11/06
FB: DRAWN: CLM
PROJ. NO: 04115
SHEET 2 OF 4

EXHIBIT "C"

DETENTION BASIN INGRESS/EGRESS EASEMENT



DETENTION BASIN INGRESS AND EGRESS EASEMENT DESCRIPTION

A 24.00 FOOT WIDE DETENTION BASIN INGRESS AND EGRESS EASEMENT ACROSS 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 SOUTH 1/4 CORNER OF SECTION 24, THENCE DUE NORTH 1810.33 FEET; THENCE N 71°12'52" W 368.76 FEET; THENCE DUE NORTH 30.00 FEET; THENCE N 71°12'52" W 116.66 FEET; THENCE NORTHEASTERLY 20.27 FEET ALONG THE ARC OF A 471.55 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N 01°15'30" E 20.26 FEET; THENCE DUE NORTH 242.16 FEET TO THE POINT OF BEGINNING. THENCE DUE NORTH 24.00 FEET; THENCE N 90°00'00" E 61.50 FEET; THENCE DUE SOUTH 81.12 FEET; THENCE S 90°00'00" W 24.00 FEET; THENCE DUE NORTH 57.12 FEET; THENCE N 90°00'00" W 37.50 FEET TO THE POINT OF BEGINNING.



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EXHIBIT "C"
 PINEBROOK PROFESSIONAL CENTER
 CITY OF NOVI, OAKLAND
 COUNTY, MICHIGAN

DATE: 05/11/06
 FB: DRAWN: GLM
 PROJ. NO.: 04115
 SHEET 3 OF 4

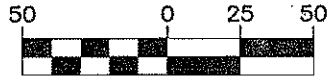
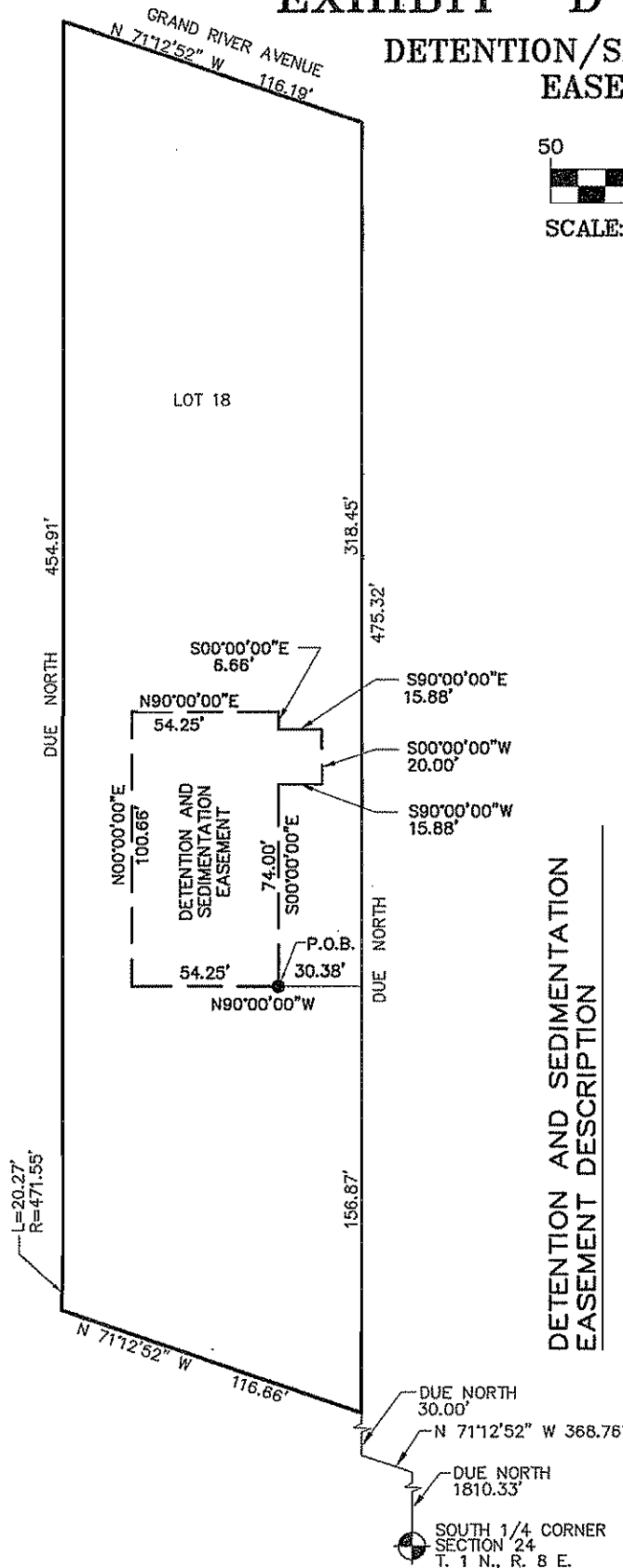
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REVISED: 07/16/2008

SOUTH 1/4 CORNER
 SECTION 24
 T. 1 N., R. 8 E.
 DUE NORTH 30.00'
 N 71°12'52" W 368.76'
 DUE NORTH 1810.33'

EXHIBIT "D"

DETENTION/SEDIMENTATION EASEMENT



SCALE: 1 IN. = 50 FT.

DETENTION AND SEDIMENTATION EASEMENT DESCRIPTION

A DETENTION AND SEDIMENTATION EASEMENT ACROSS 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 SOUTH 1/4 CORNER OF SECTION 24, THENCE DUE NORTH 1810.33 FEET; THENCE N 90°00'00" W 30.38 FEET TO THE POINT OF BEGINNING, THENCE N 90°00'00" W 54.25 FEET; THENCE DUE NORTH 100.66 FEET; THENCE N 90°00'00" E 54.25 FEET; THENCE S 00°00'00" E 6.66 FEET; THENCE S 90°00'00" W 15.88 FEET; THENCE DUE SOUTH 20.00 FEET; THENCE S 90°00'00" W 15.88 FEET; THENCE DUE SOUTH 74.00 FEET TO THE POINT OF BEGINNING.

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REVISED: 07/16/2008

ARPEE/DONNAN, INC. LAND SURVEYING · ENGINEERING · MAPPING 36937 SCHOOLCRAFT (734) 953-3335 LIVONIA, MICHIGAN 48150 FAX (734) 953-3324	EXHIBIT "D" PINEBROOK PROFESSIONAL CENTER CITY OF NOVI, OAKLAND COUNTY, MICHIGAN		DATE: 05/11/06
	FB:	DRAWN: CLM	
	PROJ. NO: 04115		
	SHEET 4 OF 4		

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 2550 100 150 200
Feet

Pinebrook Professional

