



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

Agenda Item F
January 8, 2007

SUBJECT: Acceptance of Oliver Hatcher Building site water main and sanitary sewer as public utilities; and approval of the Oliver Hatcher Building site storm drainage facility maintenance agreement, emergency access easement agreement, storm water drainage easement, and sidewalk easement. The site is located on Parcel ID No. 50-22-14-200-044.

SUBMITTING DEPARTMENT: Engineering [Signature]

CITY MANAGER APPROVAL: [Signature]

Table with 2 columns: Category (EXPENDITURE REQUIRED, AMOUNT BUDGETED, APPROPRIATION REQUIRED, LINE ITEM NUMBER) and Value (N/A).

BACKGROUND INFORMATION:

O/H Meadowbrook, LLC has dedicated its water main and sanitary sewer for the Oliver Hatcher Building site (located on the west side of Meadowbrook Road between I-96 and Twelve Mile Road), and has requested that these utilities be accepted by the City of Novi and made public. O/H Meadowbrook has also requested that the storm drainage facility maintenance and emergency access agreements for the development be approved by the City. Additionally, O/H Meadowbrook has asked that Council approve off-site storm water drainage and sidewalk easements.

The dedicated water main and sanitary sewer have been constructed in accordance with City Standards. According to the City Attorney and consulting engineers, Stantec, the infrastructure and related acceptance documents are in a form so as to permit acceptance by Council in accordance with Chapter 26.5 (Secrest-Wardle review letter dated December 13, 2006, attached).

RECOMMENDED ACTION: Acceptance of Oliver Hatcher Building site water main and sanitary sewer as public utilities; and approval of the Oliver Hatcher Building site storm drainage facility maintenance agreement, emergency access easement agreement, storm water drainage easement, and sidewalk easement. The site is located on Parcel ID No. 50-22-14-200-044.

Table for Mayor and Council Member responses with columns 1, 2, Y, N.

Table for Council Member responses with columns 1, 2, Y, N.



Oliver Pletcher Office Building Proposed Acceptance of Water & Sanitary Utilities

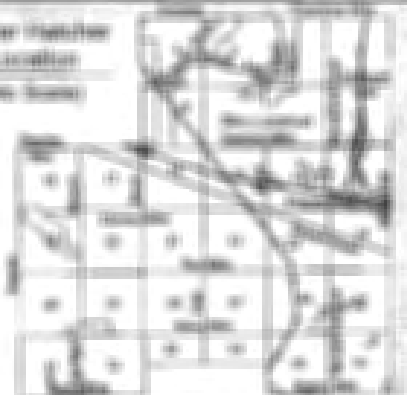
Spring of 2006, April Photo Composite
City of New York Engineering Division



Map Legend

- 18" Water System Proposed for Acceptance
- 36" Water System Proposed for Acceptance
- 18" Sanitary System Proposed for Acceptance
- No Service
- Grade

Oliver Pletcher Location in Block



City of New York
Department of Environmental Protection
Engineering Division
100 West Street, Room 1000
New York, NY 10038
Tel: (212) 312-2000
Fax: (212) 312-2001
www.nyc.gov

Proposed Acceptance of Water & Sanitary Utilities
Oliver Pletcher Office Building
Spring of 2006, April Photo Composite
City of New York Engineering Division



0 10 20
FEET

December 13, 2006

RECEIVED BY
ENGINEERING DIVISION
DEC 15 2006
CITY OF NOVI

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

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

Rob Hayes, City Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Oliver Hatcher Building
Dedication and Acceptance of Utilities
and Storm Drainage Facility Maintenance Agreement
Our File No. 72236 NOV**

Dear Mr. Hayes:

We have received and reviewed the following documents relating to the Oliver Hatcher Building Property:

1. Water System Easement
2. Sanitary Sewer System Easement
3. Bill of Sale (water and sanitary sewer improvements)
4. Title Insurance Policy and Endorsements
5. Maintenance and Guarantee Bond
6. Storm Drainage Facility Maintenance Agreement
7. Emergency Access Easement Agreement
8. Storm Water Drainage Easement
9. Sidewalk Easement

Conveyance Documents

O/H Meadowbrook, LLC, a Michigan limited liability company, seeks to convey the water main and sanitary sewer facilities and corresponding easements to operate, maintain, repair and replace the facilities over, upon and through the Oliver Hatcher Building Property in Section 14 of the City, to the City of Novi. Our office has reviewed and approved the format and language of the Water and Sanitary Sewer System Easements and the corresponding Bill of Sale. Engineering has approved the attached exhibits.

The Storm Drainage Facility Maintenance Agreement has been reviewed and approved by our office. It is our understanding Engineering has reviewed and approved the Exhibits.

The Maintenance and Guarantee Bond provided is acceptable for the purpose of guaranteeing materials and labor with respect to the sanitary sewer and water main for two years from the date of acceptance by City Council. It is our understanding that Engineering has reviewed and approved the amount of the Bond.

An acceptable Warranty Deed has been provided to the City for 33 feet of Meadowbrook Road adjacent to the Property.

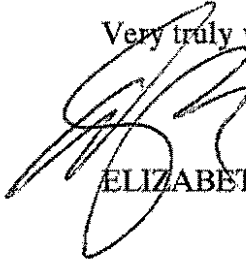
An Emergency Access Easement Agreement has been provided over the Oliver Hatcher Building property for the benefit of the adjacent Singh property to the west. It permits emergency service provided to cross the Oliver Hatcher Property to get to the Singh property. Singh IV Limited Partnership has, in turn, provided a Storm Water Drainage Easement over the Singh Parcel for the benefit of the Oliver Hatcher Building. The language of both easements is satisfactory for the stated purposes. It is our understanding that the exhibits have been reviewed and approved by Engineering. It appears however, that the parties recorded the Emergency Access Easement Agreement already. This would normally be acceptable since the City is not a party to the easement and does not need to accept it; however, it appears that the wrong Exhibits were attached to the Emergency Access Easement by the parties prior to recording. The Storm Drainage Exhibits appear in place of the access route over the Oliver Hatcher Property. The mistake appears to be unintentional. The parties to the easement are willing to re-record it with the correct exhibits. We recommend that acceptance of the utilities be conditioned on the parties re-recording the Easement Agreement with the correct exhibit within 14 days of City Council acceptance of the water and sanitary sewer facilities and easements.

We have enclosed the original Warranty Deed and Bill of Sale with the City Clerk's copy of this letter. We have also enclosed copies of the Water System Easement, Sanitary Sewer System Easement, Storm Drainage Facility Maintenance Agreement Emergency Access Easement Agreement, Sidewalk Easement and Storm Water Drainage Easement with the City Clerk's copy of this letter. It is our understanding the originals are on their way over from the Planning Department. We will forward them to the Clerks Office upon receipt and confirmation they are the same as the enclosed copies. Once approved and accepted by City Council, all originals should be forwarded by the City Clerk's Office to the Oakland County Register of Deeds for recording. The Bill of Sale, Maintenance and Guarantee Bond, and the Title Insurance Commitment should be maintained in the City's file.

Subject to passing all required inspections, and receiving all necessary engineering approvals, we can recommend acceptance based on the enclosed documentation.

Should you have any questions or concerns in regard to this matter, please feel free to contact me.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

- C: Maryanne Cornelius, Clerk (w/ Enclosures)
- Clay Pearson, City Manager (w/o Enclosures)
- Marina Neumaier, Assistant Director of Finance (w/o Enclosures)
- Aaron Staup, Construction Engineering Coordinator (w/o Enclosures)
- Sarah Marchioni, Building Department (w/o Enclosures)
- Paul Hatcher, O/H Meadowbrook, LLC (w/o Enclosures)
- Thomas C. Rauch, Esquire (w/o Enclosures)
- Thomas R. Schultz, Esquire (w/o Enclosure)

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY
(10-17-92)

"FILE COPY"

Policy No. MI2131-46-63-558070-2006 72107-72109468

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

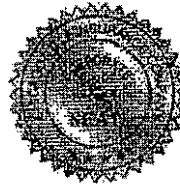
- 1 Title to the estate or interest described in Schedule A being vested other than as stated therein;
- 2 Any defect in or lien or encumbrance on the title;
- 3 Unmarketability of the title;
- 4 Lack of a right of access to and from the land;
- 5 The invalidity or unenforceability of the lien of the insured mortgage upon the title;
- 6 The priority of any lien or encumbrance over the lien of the insured mortgage;
- 7 Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - a. arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - b. arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
- 8 The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens

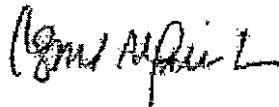
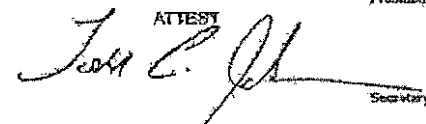
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory

MI2131 63-558070
Philip F. Greco Title Company
118 Cass Avenue
Mt. Clemens, MI 48043
Tel: (586) 463-7200
Fax: (586) 463-5964

CHICAGO TITLE INSURANCE COMPANY



By: 
President
ATTEST

Secretary

ENDORSEMENT

Conseco Senior Health Insurance Company

Issued by

CHICAGO TITLE INSURANCE COMPANY

63-558070

Policy of Title Insurance No. 72107-72109468

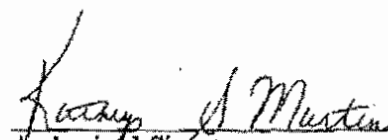
1. Schedule A of the above policy is hereby amended in the following particulars:
 - (a) The effective Date of the Policy is hereby extended to: December 01, 2006 at 8:00 A.M.
 - (b) The estate or interest described in Schedule A is at the extended Date of Policy vested in:
(SAME)
 - (c) The description of the mortgage or trust deed in Schedule A is hereby amended by adding thereto the following:
(SAME)

2. Schedule B of the above policy is hereby amended by adding to the Schedule the paragraphs shown in the Schedule below.

SCHEDULE

This Endorsement, when countersigned below by an authorized signatory of the Company, is made a part of the Policy described above and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated herein, this Endorsement does not modify any of the terms or provisions of the Policy or any prior endorsements, nor does it extend the effective date of the Policy or any prior endorsements or increase the face amount thereof.

Dated: December 07, 2006
CHICAGO TITLE INSURANCE COMPANY



Authorized Signatory

L O A N

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
¹ 63-558070	² 72107-72109468	³ March 31, 2006 at 8:00 A.M.	⁴ \$3,985,000.00

1. Name of Insured:

CONSECO SENIOR HEALTH INSURANCE COMPANY, a Pennsylvania Corporation

2. The estate or interest in the land which is encumbered by the insured mortgage is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

O/H MEADOWBROOK, L.L.C., a Michigan Limited Liability Company

4. The insured mortgage and assignments thereof, if any, are described as follows:

Mortgage executed by O/H Meadowbrook, L.L.C., a Michigan limited liability company, to 40/86 Mortgag Capital, Inc., a Delaware corporation, dated March 16, 2006 and recorded March 27, 2006 in liber 37310, page 676, Oakland County Records; which Mortgage has been assigned to Conseco Senior Health Insurance Company, a Pennsylvania corporation, by Assignment dated March 16, 2006 and recorded August 14, 2006 in liber 37974, page 688, Oakland County Records.

5. The land referred to in this Policy is described as follows:

Land in the City of Novi, Oakland County, Michigan, described as:

(SEE ATTACHED ADDED PAGE)

nm

SCHEDULE A

Loan Form

This Policy valid only if Schedule B is attached.

Reorder Form No. 3524 (Rev 1/89)

ADDED PAGE

63-558070

(Schedule A continued)

Policy Number: _____

Owners

Policy Number: 72107-72109468

Loan

LEGAL DESCRIPTION:

Parcel 1:

A part of the northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Commencing at the East 1/4 corner of said Section 14; thence North 00 degrees 01 minute 05 seconds West 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road to the point of beginning; thence South 89 degrees 24 minutes 35 seconds West 660.00 feet; thence North 00 degrees 01 minute 05 seconds West 197.86 feet; thence North 89 degrees 24 minutes 35 seconds East 660.00 feet to a point on the East line of said Section 14 and the centerline of said Meadowbrook Road; thence South 00 degrees 01 minute 05 seconds East 197.86 feet along the East line of said Section 14 and the centerline of Meadowbrook Road to the point of beginning.

Parcel 2:

Together with an Easement for storm sewer and drainage described as: A 20 foot wide easement for storm sewer and drainage being a part of the northeast 1/4 of section 14, town 1 north, range 8 east, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the east 1/4 corner of said section 14; thence north 00 degrees 01 minutes 05 seconds west 525.84 feet along the east line of said section 14 and the centerline of Meadowbrook Road, to a boundary corner of the subject parcel; thence south 89 degrees 24 minutes 35 seconds west 660.00 feet along the boundary of the subject parcel; thence north 00 degrees 01 minutes 05 seconds west 160.72 feet to the point of beginning; thence north 53 degrees 46 minutes 04 seconds west 148.16 feet; thence south 64 degrees 19 minutes 11 seconds west 134.86 feet; thence south 74 degrees 21 minutes 34 seconds west 142.37 feet; thence south 54 degrees 28 minutes 59 seconds west 65.24 feet; thence south 86 degrees 17 minutes 24 seconds west 46.24 feet; thence south 76 degrees 43 minutes 30 seconds west 48.19 feet; thence north 87 degrees 39 minutes 51 seconds west 64.60 feet; thence south 30 degrees 14 minutes 53 seconds west 160.18 feet to the point of ending at the water's edge, as recorded in liber 34990, page 182, Oakland County Records.

Parcel Identification Nos.

(part of) 22-14-200-043, as to Parcel 2

22-14-200-044, as to Parcel 1

LOAN

63-558070

SCHEDULE B

Policy Number: 72107-72109468

Loan

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Special Exceptions:

1. Subject to the terms and conditions of a certain Storm Water Drainage Easement, as recorded in liber 34990, page 182, Oakland County Records.
2. Subject to the terms and conditions of a certain Declaration of Restrictions and Easements, as recorded in liber 21763, page 525, and amended in liber 28126, page 838, Oakland County Records.
BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.
3. Subject to the terms and conditions of a certain Emergency Access Easement Agreement as recorded in liber 34551, page 162, Oakland County Records.
4. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.
5. Subject to the existing gas and sanitary sewer lines along the easterly side of subject property, as shown on the survey by Milletics & Associates, L.L.C., dated July 16, 2004 and last revised March 10, 2006, and being Job No. 02-072.
6. Subject to a Sidewalk Easement in favor of the City of Novi, as recorded in liber _____, page _____, Oakland County Records.
7. Subject to a Water System Easement in favor of the City of Novi, as recorded in liber _____, page _____, Oakland County Records.
8. Subject to a Sanitary Sewer Easement in favor of the City of Novi, as recorded in liber _____, page _____, Oakland County Records.
9. Subject to an Underground Easement(Right of Way) in favor of the the Detroit Edison Company, as recorded in liber 37614, page 841, Oakland County Records.
10. Subject to the terms and conditions of a certain Storm Drainage Easement, as recorded in liber 34990, page 182, Oakland County Records.

Continued on next page

Countersigned

Authorized Licensed Signatory

SCHEDULE B (EXTENDED COVERAGE) Schedule B of this policy consists of 3 pages.

Loan Form

Reorder Form No. 3526 (Rev 1/89)

63-558070

Loan Policy Number: 72107-72109468

(Schedule B, continued):

11. TAXES AND SPECIAL ASSESSMENTS WHICH CONSTITUTE A LIEN, BUT ARE NOT YET DUE AND PAYABLE.

-SCHEDULE B - PART II, ATTACHED-

ENDORSEMENTS ATTACHED:

MI ALTA 9 (Comprehensive)
MI SURVEY 2 (Access/Street)
MI SURVEY 8 (Land Delineated on Survey)
MI SURVEY 12 (Tax ID)
MI MISC 4 (Arbitration)
MI MISC 6 (Deletion of Creditor's Rights)
MI CONST. A (Pending Disbursement A)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **O/H MEADOWBROOK, L.L.C.**, a Michigan limited company, whose address is 49668 Martin Drive, Wixom, Michigan 48383 conveys and warrants to **CITY OF NOVI, a Michigan Municipal Corporation**, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100 Dollars (\$1.00), subject to zoning, easements, building and use restrictions, and other matters of record. This transfer is exempt under (County Exemption) MCLA 207.505(a) and under (State Exemption) MCLA 207.526(a), both of Act 134, P.A. Michigan, 1966, as amended.

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

Dated this 8th day of December, 2006.

Signed by:

O/H Meadowbrook, L.L.C., a Michigan limited liability company

By: *Paul E. Hatcher*
Paul E. Hatcher
Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of December, 2006, by Paul E. Hatcher, Manager of O/H Meadowbrook, L.L.C., a Michigan limited liability company.

Joanne Sweetman
Joanne Sweetman, Notary Public
Livingston County, Michigan
My Commission Expires: 09/ 30 /2011
Acting in Oakland County, Michigan

Exhibit "A"

The following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

The easterly thirty three (33) feet of the following described property:

A part of the northeast $\frac{1}{4}$ of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Commencing at the East $\frac{1}{4}$ corner of said Section 14; thence North 00 degrees 01 minutes 05 seconds West 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road to the point of beginning; thence South 89 degrees 24 minutes 35 seconds West 660.00 feet; thence North 00 degrees 01 minutes 05 seconds West 197.86 feet; thence North 89 degrees 24 minutes 35 seconds East 660.00 feet to a point on the East line of said Section 14 and the centerline of said Meadowbrook Road, thence South 00 degrees 01 minutes 05 seconds East 197.86 feet along the East line of said Section 14 and the centerline of Meadowbrook Road to the point of beginning.

Parcel Identification No. 22-14-200-044

#540070/#502806

MAINTENANCE AND GUARANTEE BOND

Bond No. 13019941

The undersigned, Oliver/Hatcher Construction & Development, Inc., "Principal," whose address is 49688 Martin Drive, Wixom, MI 48393-2400, and Liberty Mutual Insurance Company "Surety," whose address is 5600 New King Street, Suite 360, Troy, MI 48098, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Twelve Thousand Seven Hundred Ninety Two Dollars (\$ 12,792.00) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed, or contracted to construct, certain improvements consisting of 30,000 sq ft office building within the City of Novi, shown on plans, dated May 31, 2006 ("Improvements").

The Principal, for a period of two (2) year(s) after said improvements and installations are accepted formally as a public utilities through City Council resolution by the City of Novi, shall keep the improvements in good functioning order by immediately repairing any defect in same, whether due to improper or defective materials, equipment, labor, workmanship, or otherwise, and shall restore the improvements and any other property of the City or third persons affected by the defect(s) or repair(s), without expense to the City, whenever directed to do so by written notice from the City, served personally or by mail on the Principal and Surety at their respective addresses as stated in this Bond. Principal and Surety consent to such service on their employees and/or agents.

If the repairs directed by the City are not completed within the time specified in the notice, which shall not be less than one week from service of the notice, the City shall have the right to perform or secure the performance of the repairs, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the City immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal or Surety.

Any repairs the City may perform as provided in this Bond may be by City employees, agents, or independent contractors. The City shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when City employees are utilized to be based on the hourly cost to the City of the employee(s) performing the repair.

This Bond and the obligations of Principal and Surety under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as a public utilities through City Council resolution by the City of Novi,

for defects discovered within that period for which the City provides written notice to the Principal and Surety within fourteen (14) days of discovery of the defect.

It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City and its officers, officials, and employees, harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, agents, or employees in the construction or repair of the improvements, including claims arising under the worker's compensation laws of the State of Michigan.

This Bond was executed by the Principal and Surety on the dates indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is December 8, 2006.

Date: December 8, 2006

WITNESS:

Nancy M. Jara

PRINCIPAL: Oliver/Hatcher Construction & Development, Inc.

Paul E. Hatcher
By: PAUL E. HATCHER
Its: Pres.

Date: December 8, 2006

WITNESS:

Machelle Buechel

SURETY: Liberty Mutual Insurance Company

C. A. Johnson
By: C. A. Johnson
Its: Attorney-in-fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **T. R. GUY, PAUL M. HURLEY, C. A. JOHNSON, LINDA L. AUSTIN, ANNE BARICK, MARGARET M. KOHLOFF, ROBERT D. HEUER, MICHELLE BUECHEL, MICHAEL D. LECHNER, ALL OF THE CITY OF TROY, STATE OF MICHIGAN**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED FIFTY MILLION AND 00/100** DOLLARS (\$ 150,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 12th day of July, 2005.

LIBERTY MUTUAL INSURANCE COMPANY

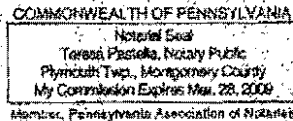
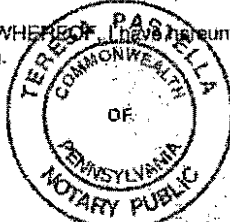
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of July, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company, that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 8th day of DECEMBER, 2006.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, that that **O/H MEADOWBROOK, L.L.C., a Michigan limited company**, whose address is 49668 Martin Drive, Wixom, Michigan 48383, for the sum of One and no/100 Dollars (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF NOVI**, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply and sanitary sewer according to the easements and/or public rights-of-way therefore established described as follows:

(See the Attached and Incorporated Exhibit A)

In witness whereof, the undersigned has executed these presents this 8th day of December, 2006.

Signed by:

O/H Meadowbrook, L.L.C. a Michigan limited liability company

By: Paul E. Hatcher
Paul E. Hatcher
Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of December, 2006, by Paul E. Hatcher, Manager of O/H Meadowbrook, L.L.C., a Michigan limited liability company and on behalf of said limited liability company.

Joanne Sweetman
Joanne Sweetman, Notary Public
Livingston County, Michigan
My Commission Expires: 09/23/2011
Acting in Oakland County, Michigan

Drafted by:
Elizabeth M. Kudla, Esq.
30903 Northwestern Hwy.
Farmington Hills, MI 48334

Return to:
Maryanne Cornelius, Clerk
City of Novi
45175 West Ten Mile Rd.
Novi, MI 48375-3024

Exhibit "A"

The following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

#540074

EXHIBIT B

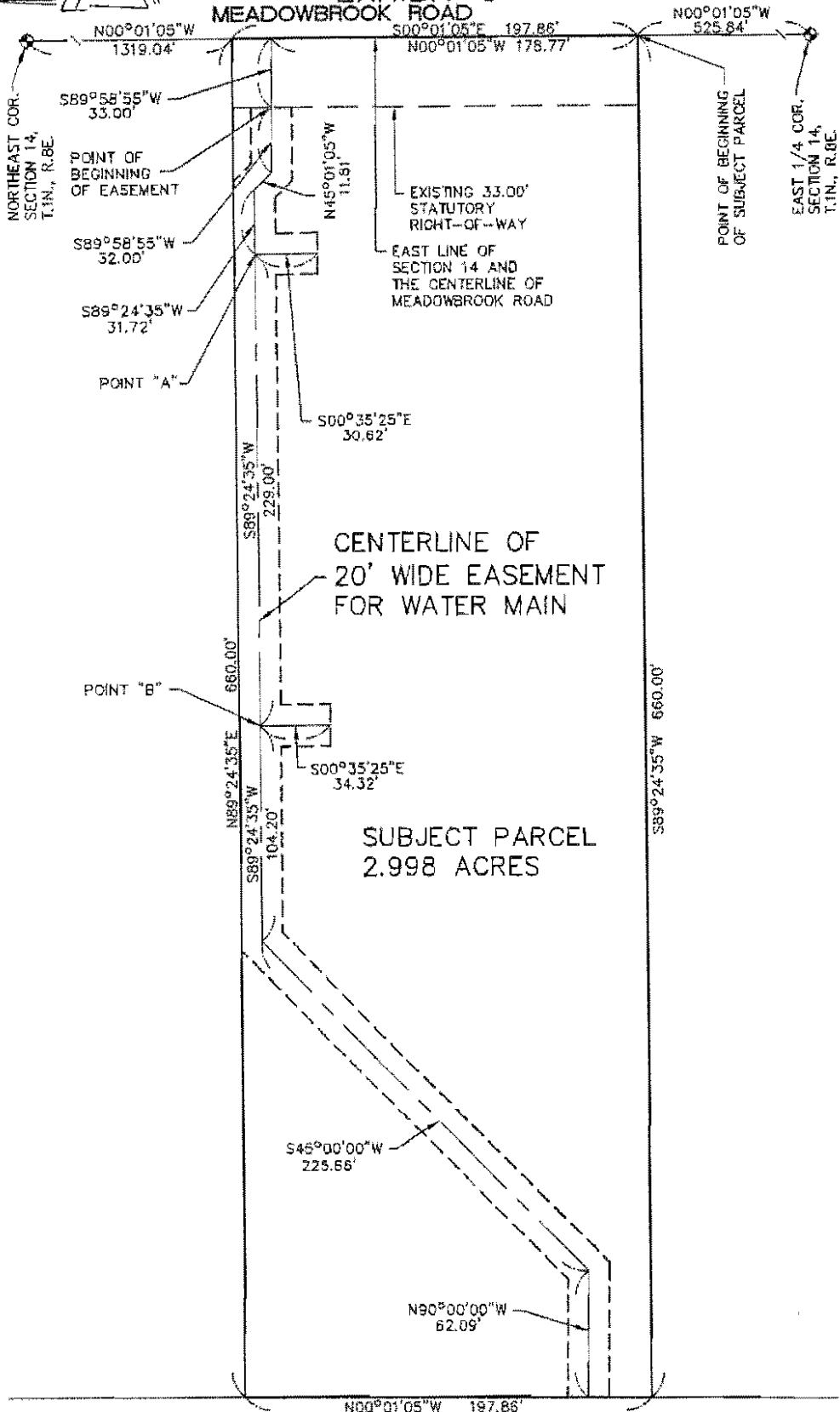
Job No.02-072
July 19, 2004

LEGAL DESCRIPTION EASEMENT FOR WATER MAIN

A 20 foot wide easement for water main being a part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Southeast corner of the Subject Parcel; thence North 00°01'05" West, 178.77 feet, along said East line of Section 14 and centerline of Meadowbrook Road; thence South 89°58'55" West, 33.00 feet, to the POINT OF BEGINNING; thence South 89°58'55" West, 32.00 feet; thence North 45°01'05" West, 11.81 feet; thence South 89°24'35" West, 31.72 feet, 10 feet South of and parallel to the Northerly boundary of the Subject Parcel, to Point "A"; thence South 89°24'35" West, 229.00 feet, 10 feet South of and parallel to the Northerly boundary of the Subject Parcel, to Point "B"; thence South 89°24'35" West, 104.20 feet, 10 feet South of and parallel to the Northerly boundary of the Subject Parcel; thence South 45°00'00" West, 225.66 feet; thence North 90°00'00" West, 62.09 feet, to the Point of Ending at the Westerly boundary of the Subject Parcel. AND ALSO, the centerline of said easement being more particularly described as commencing at said Point "A" as a POINT OF BEGINNING; thence South 00°35'25" East, 30.62 feet, to the Point of Ending. AND ALSO, the centerline of said easement being more particularly described as commencing at said Point "B" as a POINT OF BEGINNING; thence South 00°35'25" East, 34.32 feet, to the Point of Ending.

Parcel I.D. 22-14-200-044.

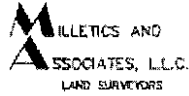
EXHIBIT C MEADOWBROOK ROAD



EASEMENT FOR WATER MAIN



SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS



MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS

OLIVER/HATCHER DEVELOPMENT
SECTION 14, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	07-19-04
DWG NO.:	02-072
DWG FILE:	02-072EE
DRAWN BY:	TJC, MJF
CHECK:	KAL
SHEET:	1 OF 1

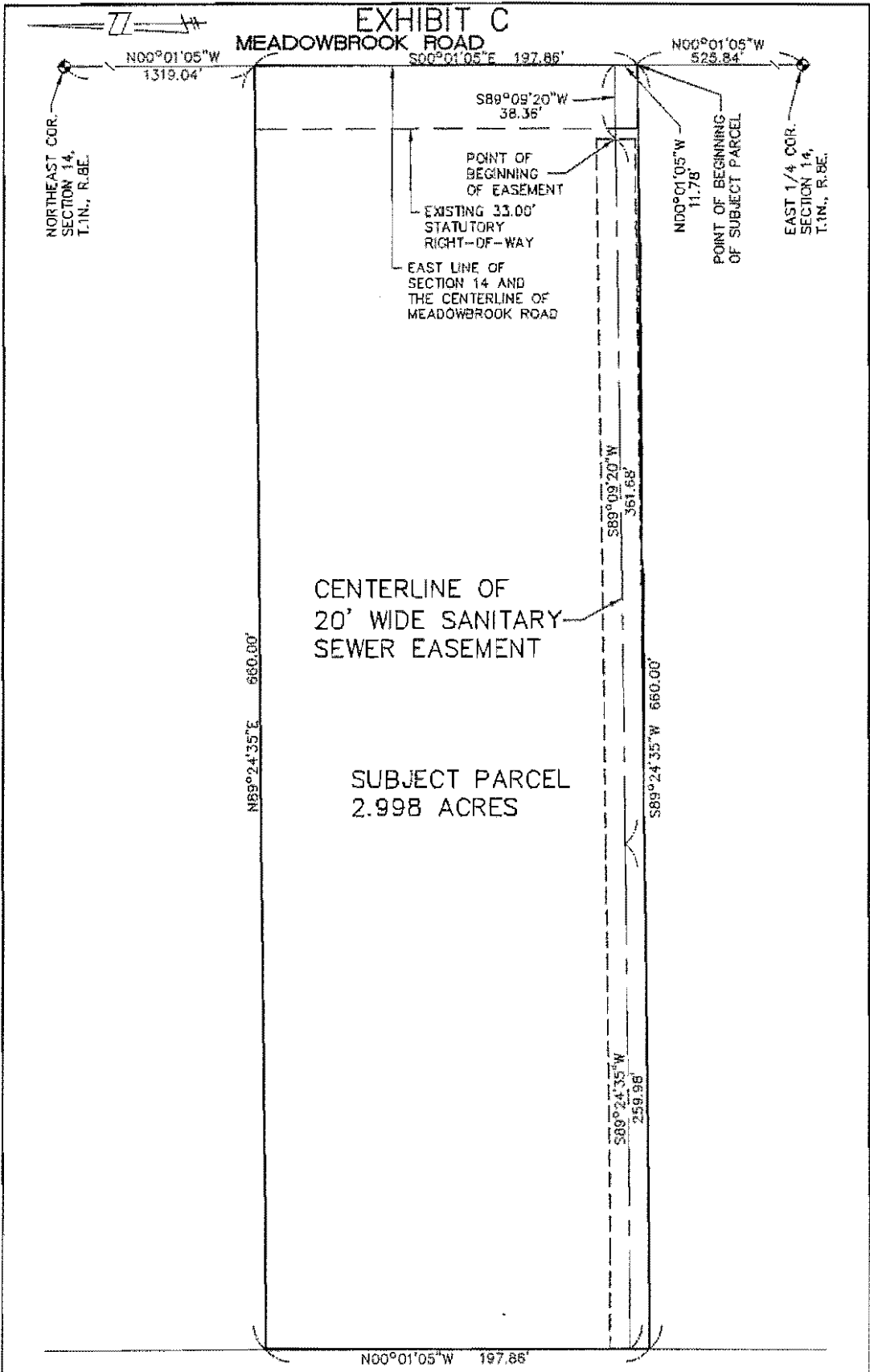
4000 GRAND RIVER AVENUE SUITE 110 NOVA, MI 48375-2125
(248) 473-7880

EXHIBIT B

Job No. 02-072
July 19, 2004

LEGAL DESCRIPTION EASEMENT FOR SANITARY SEWER

A 20 foot wide easement for sanitary sewer being a part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North $00^{\circ}01'05''$ West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Southeast corner of the Subject Parcel; thence North $00^{\circ}01'05''$ West, 11.78 feet, along said East line of Section 14 and centerline of Meadowbrook Road; thence South $89^{\circ}09'20''$ West, 38.36 feet, to the POINT OF BEGINNING; thence South $89^{\circ}09'20''$ West, 361.68 feet; thence South $89^{\circ}24'35''$ West, 259.98 feet, to the Point of Ending at the Westerly boundary of the Subject Parcel.
Parcel I.D. 22-14-200-044.



EASEMENT FOR SANITARY SEWER

SEIBER, KEAST & ASSOCIATES, INC.
 CONSULTING ENGINEERS

MILLETICS AND ASSOCIATES, L.L.C.
 LAND SURVEYORS

OLIVER/HATCHER DEVELOPMENT
 SECTION 14, T.1N., R.5E.,
 CITY OF NOV
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	07-19-04
JOB NO.:	02-072
DWG FILE:	02-072EE
DRAWN BY:	T.J.C., M.F.
CHECK:	KAL
SHEET:	1 OF 1

40309 GRAND RIVER AVENUE, SUITE 110, NOVI, MI 48375-7123
 (248) 473-7880

SWORN STATEMENT

STATE OF MICHIGAN
 COUNTY OF ~~WAYNE~~ OAKLAND

Anthony Fanelli being duly sworn, deposes and says: THAT FANELLI
 CONSTRUCTION, Inc. WAS THE
 contractor for an improvement to the following described real property situated in OAKLAND
 County, MI and described as follows: OLIVER/HATCHER OFFICE BLDG.
NOVI, MICHIGAN

That the following is a statement of each subcontractor, supplier and laborer, for
 which laborer the payment of wages or fringe benefits and withholdings is due but unpaid,
 with whom the contractor has subcontracted for performance under the contract with the
 owner or lessee thereof, and that the amounts due to the persons as of the date thereof
 are correctly and fully set forth opposite their names, as follows:

Name of subcontractor or supplier	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to Complete
NATIONAL WATERWORKS	MATERIAL		PAID IN FULL	0	0
METRO Transport	SAW, Stone		PAID IN FULL	0	0
ALL OTHER	LABOR AND MATERIAL		PAID IN FULL		
TOTALS			0	0	0

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH **OLIVER / HATCHER CONSTRUCTION & DEVELOPMENT, INC.**

TO PROVIDE SITE EARTHWORK

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

 OHC MEADOWBROOK

 NOVI, MI

 #05-0023

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

BY: FANELLI CONSTRUCTION INC.

(Company Name)

 Paul Janelli Pres.

(Signature of Lien Claimant)

SIGNED ON: Dec 7, 2006

 25239 WITHERSPOON

Address

 FARMINGTON HILLS, MI 48335

City, State, Zip

 (248)476-2385

Phone

**WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY**

FULL UNCONDITIONAL WAIVER

Our contract with Fanelli Construction

to provide WATER/SEWER PIPE & SUPPLIES for the improvement of the property described as: Oliver Fletcher Home MT

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

HD SUPPLY WATERWORKS

BY: Kashy Patton
(Signature of lien claimant)

ADDRESS: PO Box 91036
Chicago IL 60693
800-893-9150 Ext 201

Signed on: 12-7-06
(Date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

DEC-07-2006 17:05 FROM:

2486247416

TO: 2484767952

P. 2/2

FULL UNCONDITIONAL WAIVER

My/our contract with Fanelli Construction
(other contracting party)

to provide Sand & Gravel

for the improvement of the property described as: Meadowbrook, Lot # 16083
INVOICE #'S 111339, 111328, 111448 & 111550.

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Metro Transport, Inc.
B.Y. [Signature]
(signature of lien claimant)

Address: 11800 E. Grand River
Scaghton, MI 48116

Telephone: (248) 624-5544

Signed on: 12/5/06
(date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

Deponent further says that he or she makes the foregoing statement as the Controller of the contractor for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above-described property is free from construction lien claims, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided as amended, pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE - DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

[Signature]
Deponent 12-7-06

WARNING TO DEPONENT: A PERSON, WHO WITH THE INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

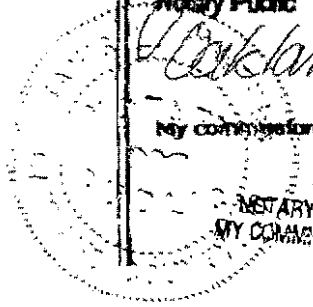
Subscribed and sworn to before me this
7th day of December of 2006

[Signature]
Notary Public

Oakland County, Michigan

My commission expires:

JANIS L. WINTERS
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Feb 18, 2007



**STORM DRAINAGE FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this 13th day of DECEMBER, 2006, by and between O/H Meadowbrook, L.L.C., a Michigan limited liability company, whose address is 49658 Martin Drive, Wixom, MI 48393 (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 of a certain parcel of land situated in Section 14 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 an office/warehouse development on the Property (the "Development").

B. The 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 and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary. 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, pro rata, as to each lot, 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 to 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 have executed this Agreement as at the day and year first above set forth.

OWNER

O/H Meadowbrook, L.L.C., a Michigan limited liability

Paul E. Hatcher
By Paul E. Hatcher Its: Manager

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledges before me this 13th day of DECEMBER 2006, by PAUL E. HATCHER, as the MANAGER of O/H MEADOWBROOK, L.L.C.

JOANNE SWEETMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Sep 23, 2011
ACTING IN COUNTY OF OAKLAND

Joanne Sweetman
Notary Public LIVINGSTON ACTING IN
Oakland County, Michigan
My Commission

Expires: 9-23-2011

WITNESS: _____ (Grantee)
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 and after recording,
return to:

Elizabeth M. Kudia
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

EXHIBIT A

Job No. 02-072
July 19, 2004

LEGAL DESCRIPTION SUBJECT PARCEL

A part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning; thence South 89°24'35" West, 660.00 feet; thence North 00°01'05" West, 197.86 feet; thence North 89°24'35" East, 660.00 feet, to a point on the East line of said Section 14 and the centerline of said Meadowbrook Road; thence South 00°01'05" East, 197.86 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning. All of the above containing 2.998 acres. All of the above being subject to easements, restrictions and right-of-ways of record. Parcel I.D. 22-14-200-044.

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.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$200	\$210	\$220
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$900	\$945	\$990
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.	\$400	\$420	\$440
Oil & Gas Separators	After each storm that meets or exceeds a 10-year storm event, inspect & clean out as necessary.	Remove sediment and debris clogging sediment tank.	\$800	\$840	\$880
Total:			<u>\$2,300</u>	<u>\$2,415</u>	<u>\$2,530</u>

Exhibit B

The Owner is responsible for the maintenance of the sediment basin. Inspections and maintenance shall be performed once each month and following any major storm event. Inspection and maintenance of the basin shall include the following:

1. Check the depth of sediment deposit to ensure the capacity of the basin is adequate for storm water and sediment deposition.
2. Check basin for piping, seepage, or other mechanical damage.
3. Check for the presence of any soil caking, which would prevent proper drainage from the basin.
4. Check the outfall to ensure drainage is not causing any erosive velocities and to ensure the outlet is not clogged.

Any problem discovered during the inspection shall be addressed immediately.

Sediment removed during cleaning should be placed at an upland area and stabilized so that it does not reenter the drainage course.

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that O/H Meadowbrook, L.L.C.
_____, whose address is 49668 Martin Drive, Wixom, MI 48393
_____, (hereinafter referred to as "Grantor"), being title holder to
the following described parcel of land, to-wit:

(See Exhibit "A" Attached Hereto and Made a Part Hereof)

Tax Identification Number:

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property to-wit:

(See Exhibit "B" and Exhibit "C" Attached Hereto and Made a Part Hereof)

and to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit B.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has affixed HIS signature this 13th day of DECEMBER, 2006

WITNESSES:

[Signature]
Elizabeth M. Kudla
[Signature]
Richard P. [unclear]

GRANTOR:

O/H Meadowbrook, L.L.C.
By: [Signature]
Paul E. Hatcher It's Manager

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 13th day of DECEMBER, 2006, before me, personally appeared the above named PAUL E. HATCHER, the MANAGER of O/H MEADOWBROOK L.L.C., to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as HIS free act and deed.

[Signature]
Notary Public, LIVINGSTON County, MI
My commission expires 9.23.2011

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED, RETURN COPY TO:

Elizabeth M. Kudla, Esq.
30903 Northwestern Highway
Farmington Hills, MI 48334

JOHNE SWEETMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Sep 23, 2011
IN COUNTY OF OAKLAND

EXHIBIT A

Job No. 02-072
July 19, 2004

LEGAL DESCRIPTION SUBJECT PARCEL

A part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning; thence South 89°24'35" West, 660.00 feet; thence North 00°01'05" West, 197.86 feet; thence North 89°24'35" East, 660.00 feet, to a point on the East line of said Section 14 and the centerline of said Meadowbrook Road; thence South 00°01'05" East, 197.86 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning. All of the above containing 2.998 acres. All of the above being subject to easements, restrictions and right-of-ways of record. Parcel I.D. 22-14-200-044.

EXHIBIT B

Job No.02-072
July 19, 2004

LEGAL DESCRIPTION EASEMENT FOR WATER MAIN

A 20 foot wide easement for water main being a part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Southeast corner of the Subject Parcel; thence North 00°01'05" West, 178.77 feet, along said East line of Section 14 and centerline of Meadowbrook Road; thence South 89°58'55" West, 33.00 feet, to the POINT OF BEGINNING; thence South 89°58'55" West, 32.00 feet; thence North 45°01'05" West, 11.81 feet; thence South 89°24'35" West, 31.72 feet, 10 feet South of and parallel to the Northerly boundary of the Subject Parcel, to Point "A"; thence South 89°24'35" West, 229.00 feet, 10 feet South of and parallel to the Northerly boundary of the Subject Parcel, to Point "B"; thence South 89°24'35" West, 104.20 feet, 10 feet South of and parallel to the Northerly boundary of the Subject Parcel; thence South 45°00'00" West, 225.66 feet; thence North 90°00'00" West, 62.09 feet, to the Point of Ending at the Westerly boundary of the Subject Parcel. AND ALSO, the centerline of said easement being more particularly described as commencing at said Point "A" as a POINT OF BEGINNING; thence South 00°35'25" East, 30.62 feet, to the Point of Ending. AND ALSO, the centerline of said easement being more particularly described as commencing at said Point "B" as a POINT OF BEGINNING; thence South 00°35'25" East, 34.32 feet, to the Point of Ending.
Parcel I.D. 22-14-200-044.

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that O/H Meadowbrook, L.L.C.
_____, whose address is 49668 Martin Drive, Wixom, MI 48393
_____, (hereinafter referred to as "Grantor"), being title holder to
the following described parcel of land, to-wit:

(See Exhibit "A" Attached Hereto and Made a Part Hereof)

Tax Identification Number:

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a sanitary sewer, over, upon, across, in, through, and under the following described real property to-wit:

(See Exhibit "B" and Exhibit "C" Attached Hereto and Made a Part Hereof)

and to enter upon sufficient land adjacent to said sanitary sewer easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sanitary sewer in the easement areas shown on the attached and incorporated Exhibit B.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has affixed HIS signature this 13th day of DECEMBER, 2006

WITNESSES:

Elizabeth Kudla
ELIZABETH KUDLA
Paul E. Hatcher

GRANTOR:

O/H Meadowbrook, L.L.C.
By: Paul E. Hatcher
Paul E. Hatcher It's Manager

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 13th day of DECEMBER, 2006, before me, personally appeared the above named Paul E. Hatcher, the MANAGER of O/H MEADOWBROOK, L.L.C., to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as ITS free act and deed.

Joanne Sweetman
Notary Public, LIVINGSTON County, MI
My commission expires 9.23.2011

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED, RETURN COPY TO:

Elizabeth M. Kudla, Esq.
30903 Northwestern Highway
Farmington Hills, MI 48334

JOANNE SWEETMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Sep 23, 2011
ACTING IN COUNTY OF DALLAND

EXHIBIT A

Job No. 02-072
July 19, 2004

LEGAL DESCRIPTION SUBJECT PARCEL

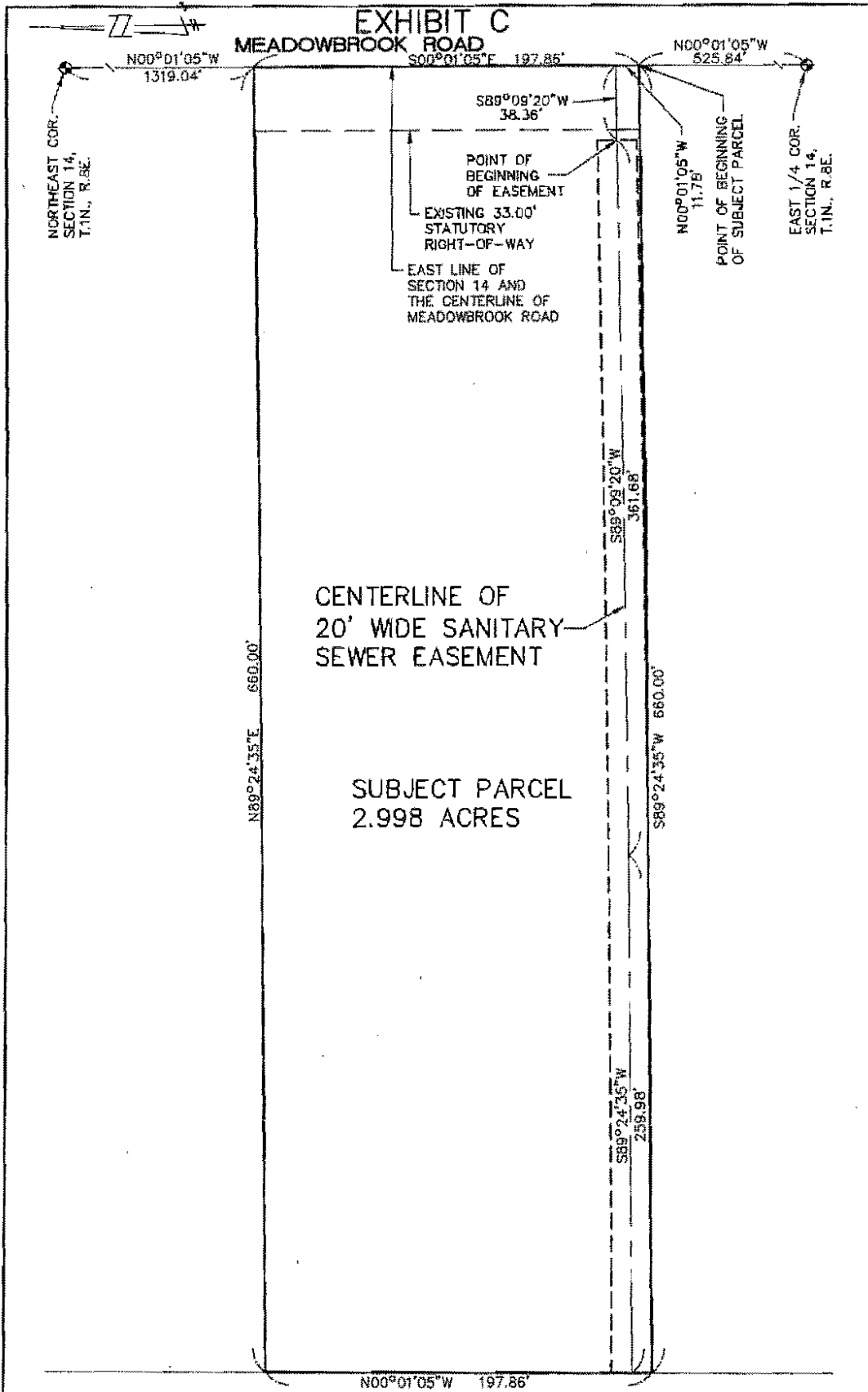
A part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning; thence South 89°24'35" West, 660.00 feet; thence North 00°01'05" West, 197.86 feet; thence North 89°24'35" East, 660.00 feet, to a point on the East line of said Section 14 and the centerline of said Meadowbrook Road; thence South 00°01'05" East, 197.86 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning. All of the above containing 2.998 acres. All of the above being subject to easements, restrictions and right-of-ways of record.
Parcel I.D. 22-14-200-044.

EXHIBIT B

Job No. 02-072
July 19, 2004

LEGAL DESCRIPTION EASEMENT FOR SANITARY SEWER

A 20 foot wide easement for sanitary sewer being a part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Southeast corner of the Subject Parcel; thence North 00°01'05" West, 11.78 feet, along said East line of Section 14 and centerline of Meadowbrook Road; thence South 89°09'20" West, 38.36 feet, to the POINT OF BEGINNING; thence South 89°09'20" West, 361.68 feet; thence South 89°24'35" West, 259.98 feet, to the Point of Ending at the Westerly boundary of the Subject Parcel.
Parcel I.D. 22-14-200-044.



EASEMENT FOR SANITARY SEWER

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
40099 GRAND RIVER AVENUE, SUITE 110 NOVA, MI 48375-2123
(248) 473-7880

MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS

OLIVER/HATCHER DEVELOPMENT
SECTION 14, T.1N., R.8E.,
CITY OF NOW
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	07-19-04
JOB NO.:	02-072
DWG FILE:	02-072EE
DRAWN BY:	TJC, M.J.F.
CHECK:	KAL
SHEET:	1 OF 1

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that O/H Meadowbrook, L.L.C., whose address is 49668 Martin Drive, Wixom, MI 48393, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 14, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a)
And MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 13th day of DECEMBER, 2006

Signed by: O/H Meadowbrook, L.L.C.

Paul E. Hatcher
Paul E. Hatcher, Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS

The foregoing instrument was acknowledged before me this 13th day of DECEMBER, 2006, by Paul E. Hatcher, Manager of O/H Meadowbrook, L.L.C.

Joanne Sweetman
Notary Public
LIVINGSTON County, Michigan
My Commission Expires: 9-23-2011

Drafted by:

When recorded return to:
City of Novi
City Clerk
45175 W. Ten Mile Road.
Novi, MI 48375

JOANNE SWEETMAN
NOTARY PUBLIC, STATE OF MI.
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES SEP 23, 2011
ACTING IN COUNTY OF OAKLAND

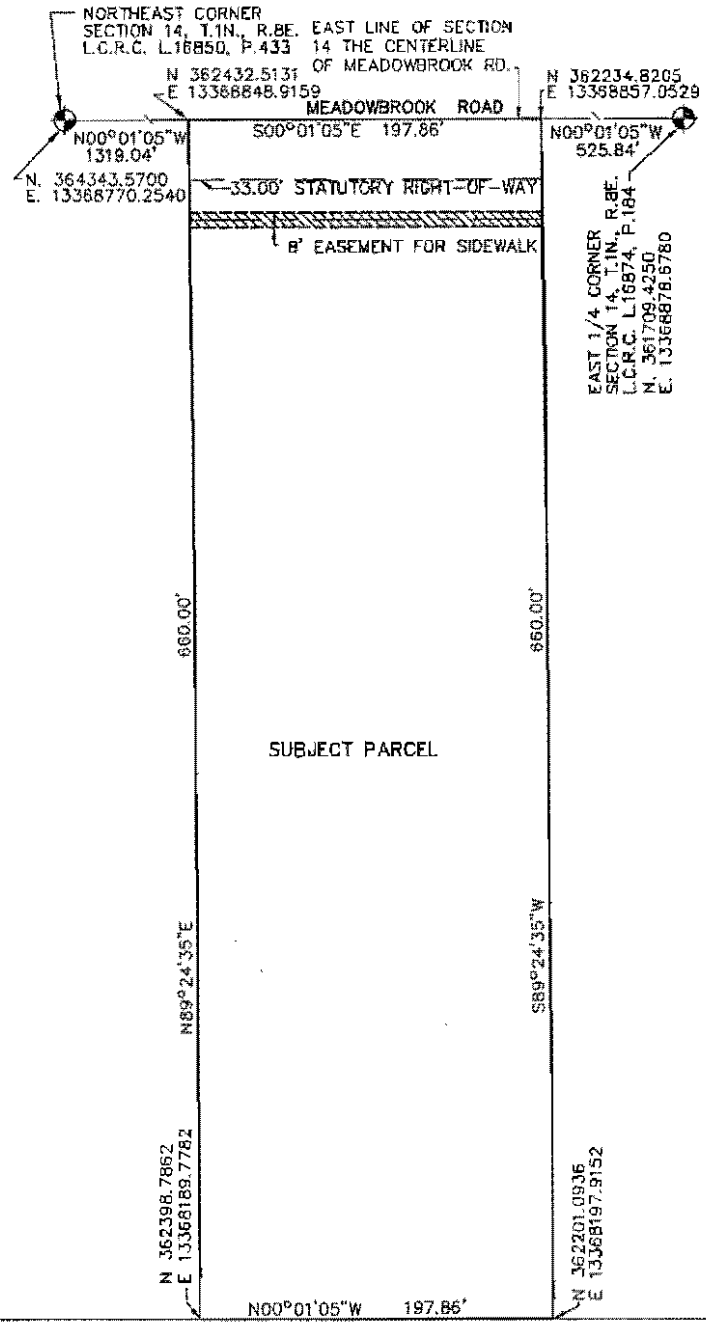
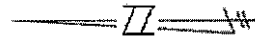
EXHIBIT A

Job No. 02-072
July 19, 2004

LEGAL DESCRIPTION SUBJECT PARCEL

A part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning; thence South 89°24'35" West, 660.00 feet; thence North 00°01'05" West, 197.86 feet; thence North 89°24'35" East, 660.00 feet, to a point on the East line of said Section 14 and the centerline of said Meadowbrook Road; thence South 00°01'05" East, 197.86 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning. All of the above containing 2.998 acres. All of the above being subject to easements, restrictions and right-of-ways of record. Parcel I.D. 22-14-200-044.

EXHIBIT A



EASEMENT FOR SIDEWALK



**SEIBER, KEAST &
ASSOCIATES, INC.**
CONSULTING ENGINEERS

40398 GRAND RIVER AVENUE SUITE 116
(248) 473-7889



**MILLETICS AND
ASSOCIATES, L.L.C.**
LAND SURVEYORS

NOVI, MI 48375-2123

**OLIVER/HATCHER DEVELOPMENT
SECTION 14
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN**

SCALE:	1" = 80'
DATE:	12-28-04
JOB NO.:	02-072
DWG. NO.:	02-072-EE-SW
DRAWN BY:	NLW
CHECK:	TC
SHEET:	2 OF 2

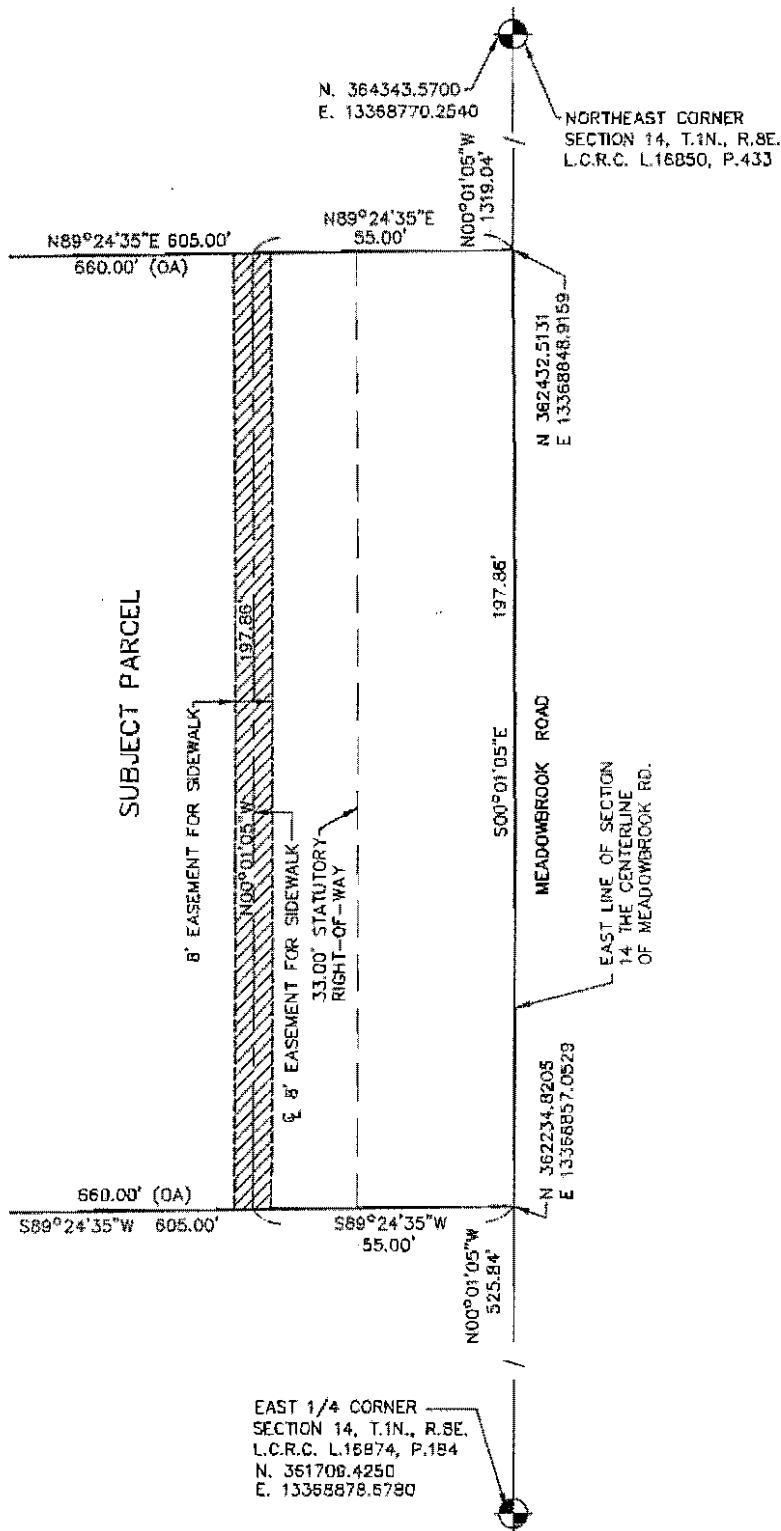
EXHIBIT B

Job No. 02-072
December 28, 2004
Oliver/Hatcher Development

LEGAL DESCRIPTION 8' WIDE EASEMENT FOR SIDEWALK

An 8 foot wide easement for sidewalk being a part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Southeast corner of the Subject Parcel; thence South 89°24'35" West, 55.00 feet, along the Southerly boundary of the Subject Parcel, to the POINT OF BEGINNING; thence North 00°01'05" West, 197.86 feet, to the Point of Ending at the Northerly boundary of the Subject Parcel.
Parcel I.D. 22-14-200-044.

EXHIBIT B



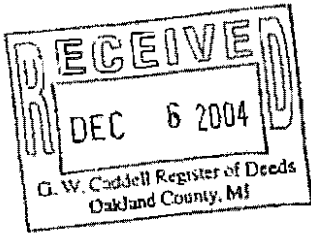
EASEMENT FOR SIDEWALK

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
40339 GRAND RIVER AVENUE, SUITE 110
(248) 473-7880

MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS
MCM, MI 48375-2123

OLIVER/HATCHER DEVELOPMENT
SECTION 14
CITY OF NOV
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 30'
DATE:	12-28-04
JOB NO.:	02-072
DWG. NO.:	02-072-EE-SW
DRAWN BY:	NLW
CHECK:	TC
SHEET:	2 OF 2



482152
LIBER 34551 PAGE 162
\$34.00 MISC RECORDING
\$4.00 REMONUMENTATION
12/08/2004 01:40:22 P.M. RECEIPT# 145660
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS EMERGENCY ACCESS EASEMENT AGREEMENT is made and entered into as of the 23rd day of July, 2004, by O/H MEADOWBROOK, LLC, a Michigan limited liability company, whose address is 49668 Martin Drive, Wixom, MI 48393 ("O/H Meadowbrook"), and SINGH IV LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 ("Singh"), all upon the following terms and conditions:

RECITALS:

O/H Meadowbrook is the owner of a certain parcel land situated in the City of Novi, Oakland County, Michigan, more particularly described as set forth in Exhibit "A" attached hereto (the "Burdened Premises").

On or about May 12, 2004 O/H Meadowbrook obtained the approval of the City of Novi for development of the Burdened Premises with an office building and related uses (File SP04-05), and such approval may be amended and/or revised ("Approvals").

Singh is the owner of certain land that is adjacent to the Burdened Premises, also situated in the City of Novi, Oakland County, Michigan, more particularly described as set forth in Exhibit "B" attached hereto (the "Benefited Premises"). *\$1.00*

Singh wishes to acquire an easement from O/H Meadowbrook across a portion of the Burdened Premises for emergency service vehicle ingress/egress, which will burden the Burdened Premises for the benefit of the Benefited Premises.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. O/H Meadowbrook hereby grants to Singh a permanent and non-exclusive right and easement for ingress and egress of governmental and quasi-governmental emergency service vehicles over and across the driveway to be constructed on the Burdened Premises and as required by the Approvals running from the access point designated on the site plan of the Benefited Premises to Meadowbrook Road. A copy of the site plan is attached hereto as Exhibit "C".

O.K. - AW

E109395/ 63-523401

3686018 E109395 104229-27

99
R
V
E
ST

2. Access Control. Singh will construct and continuously maintain access control devices such as breakaway gates, chains or such other devices as may be approved or required by the City of Novi, for the purpose of restricting and allowing ingress/egress through the access point to emergency service vehicles, all at Singh's own sole cost and expense.

3. Construction of Improvements. O/H Meadowbrook will at the time the Burdened Property is developed construct an access stub from its parking lot to the access point designated on its approved site plan. Singh will construct an access stub from its roadway improvements to the same access point.

4. Maintenance and Repairs. Singh, at its own sole cost and expense, shall keep and maintain the access stubs and access control equipment in good condition and repair, including without limitation, replacements that may be needed due wear, tear and obsolescence, or due to casualty.

5. Interest in Realty. The easements hereby created and/or reserved shall be easements and covenants running with the land and shall inure to the benefit of and be binding upon the owners of the Burdened Premises and the Benefited Premises, and their respective heirs, successors, representatives and assigns. Any reference to any person or party in this Easement shall be deemed to include a reference to the heirs, successors, assigns, and representatives of such party or person. In the event that any party establishes a declaration of condominium, plat of subdivision, or establishes a co-operative association or other form of individual ownership with a central governing body with respect to all or any part of its property, then the condominium association or owner's association representing all of such individual owners shall become a successor party hereunder.

6. Other Properties. Either party to this Easement Agreement may connect their roadways to other properties or developments, or grant roadway/utility easements to other properties or developments, without the same being deemed an overburdening of the easements conveyed herein provided however that it is understood and agreed that the Easement granted herein shall be solely for emergency vehicle access and necessary repairs and maintenance, and not for any other purpose or use

7. Governing Law. This Easement Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Michigan.

8. Severability. If any provision of this Easement Agreement shall be invalid or unenforceable to any extent, the remainder of this Easement Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9. Limitation on Enforcement. The enforcement of the easements, covenants, rights and privileges contained herein shall be limited to the owners of the Benefited Parcel and the Burdened Parcel, and their respective mortgagees, and no other person or party shall be entitled to bring any action under this Easement Agreement to enforce the rights and remedies contained herein.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the day and year first above written.

O/H MEADOWBROOK:

O/H Meadowbrook, LLC,
a Michigan limited liability company

By: O/H DEVELOPMENT, L.L.C.
Its: Member

By: 
Paul J. Oliver
Its: Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of July, 2004, by Paul J. Oliver, Manager of O/H Development, L.L.C., Member of O/H Meadowbrook, LLC, a Michigan limited liability company, on behalf of the said limited liability company.


Elizabeth Richardson
Notary Public, Oakland County, Michigan

My commission expires: September 26, 2006
ACTING IN OAKLAND

[SIGNATURES AND NOTARY CONTINUE ON NEXT PAGE]

ELIZABETH RICHARDSON
NOTARY PUBLIC OAKLAND CO. MI
My Commission Expires Sept. 26, 2006



SINGH:

Singh IV Limited Partnership, a Michigan limited partnership, by its sole general partner, Singh General Corp., a Michigan corporation

By: Lushman S. Grewal
Lushman S. Grewal, Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ²² day of July, 2004, by Lushman S. Grewal, the Vice President of Singh General Corp., which is the sole general partner of Singh IV Limited Partnership, a Michigan limited partnership, on behalf of the said limited partnership.

Linda M. Kleinstver

Notary Public, Oakland County, Michigan

My commission expires: LINDA M. KLEINSTVER
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Dec 18, 2007
ACTING IN OAKLAND

Drafted by, and when recorded return to:

Lawrence A. Kilgore
Singh IV Limited Partnership
7125 Orchard Lake Road
Suite 200
West Bloomfield, MI 48322

422079

EXHIBIT "A"
LEGAL DESCRIPTION

A part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning; thence South 89°24'35" West, 660.00 feet; thence North 00°01'05" West, 197.86 feet; thence North 89°24'35" East, 660.00 feet, to a point on the East line of said Section 14 and the centerline of said Meadowbrook Road; thence South 00°01'05" East, 197.86 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning. All of the above containing 2.998 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

Parcel ID: 22-14-200-014

EXHIBIT B

December 12, 2002
 Twelve Oaks East
 Job No. 00-033.lwp

Parcel B-1 and B-2
 Legal Description

Parcel B-1

A part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the North 1/4 Corner of said Section 14; thence North 89°24'35" East, 1066.73 feet, along the North line of said Section 14 and the centerline of Twelve Mile Road; thence South 00°35'25" East, 860.00 feet, to the Point of Beginning; thence North 89°24'35" East, 912.12 feet; thence North 00°01'05" West, 68.21 feet; thence North 89°24'35" East, 660.00 feet, to a point on the East line of said Section 14 and the centerline of Meadowbrook Road, (said point being South 00°01'05" East, 791.83 feet, from the Northeast Corner of said Section 14); thence South 00°01'05" East, 263.82 feet, along the East line of said Section 14 and the centerline of said Meadowbrook Road; thence South 89°24'35" West, 660.00 feet; thence South 00°01'05" East, 1581.97 feet, to a point on the East and West 1/4 line of said Section 14, (said point being South 89°20'01" West, 660.00 feet, from the East 1/4 Corner of said Section 14); thence South 89°20'01" West, 671.60 feet, along the East and West 1/4 line of said Section 14, to Traverse point "D"; thence South 89°20'01" West, 33 feet, more or less, along the East and West 1/4 line of said Section 14, to the shore of "Twelve Oaks Lake"; thence Northeasterly and Northwesterly, 1334 feet, more or less, along the shore of said "Twelve Oaks Lake"; thence North 59°05'44" East, 30.00 feet, to Traverse point "A" (said Traverse Point "A" being North 11°18'35" East, 34.00 feet and North 87°31'55" East, 110.80 feet and North 08°21'20" West, 494.05 feet and North 58°12'28" West, 222.88 feet and North 04°59'03" West, 270.31 feet and North 33°52'43" West, 87.70 feet, from said Traverse Point "D"); thence North 59°05'44" East, 34.15 feet; thence North 11°58'06" East, 139.41 feet; thence North 58°49'11" West, 130.49 feet; thence North 00°34'12" West, 86.30 feet; thence North 48°39'49" West, 28.68 feet; thence North 00°34'12" West, 182.89 feet; thence North 89°25'48" East, 55.70 feet; thence North 00°35'25" West, 279.42 feet, to the Point of Beginning. All of the above containing 36.680 Acres, more or less. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Meadowbrook Road;

(CONTINUED ON PAGE 2)

[22-14-200-043
 043]

22-14-200-043

PAGE 2

AND ALSO:

Parcel B-2

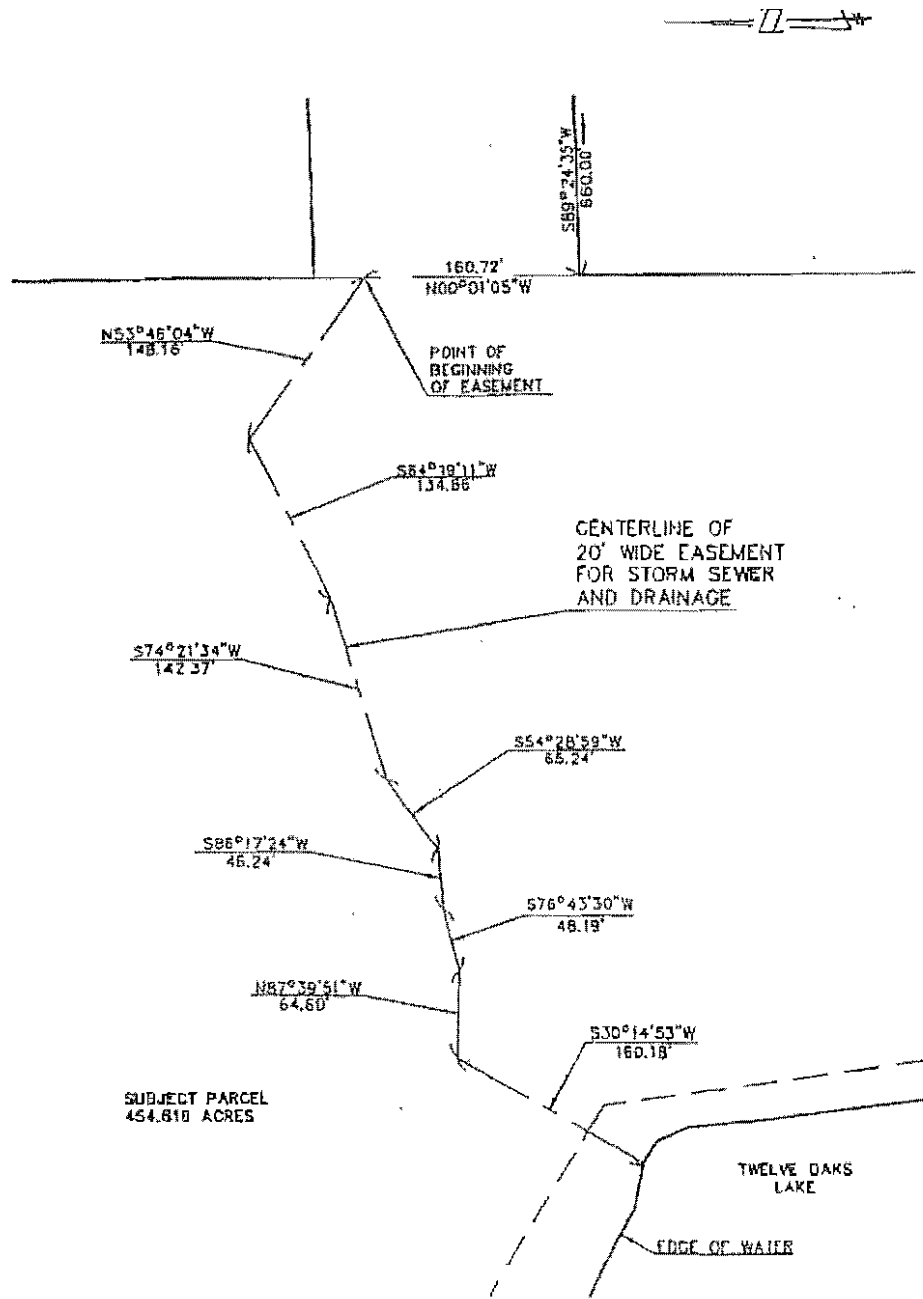
A part of the Southeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 14; thence South $89^{\circ}20'01''$ West, 1312.86 feet, along the East and West 1/4 line of said Section 14, to the Point of Beginning; thence South $00^{\circ}15'15''$ East, 664.29 feet; thence South $89^{\circ}20'01''$ West, 1064.93 feet; thence North $41^{\circ}58'04''$ East, 70.32 feet; thence North $04^{\circ}01'24''$ East, 130.44 feet; thence North $88^{\circ}56'39''$ East, 55.41 feet; thence South $06^{\circ}42'58''$ East, 56.24 feet; thence North $45^{\circ}00'25''$ East, 257.12 feet; thence South $48^{\circ}26'09''$ East, 32.37 feet, to Traverse point "B"; thence Southeasterly and Northeasterly, 1332 feet, more or less, along the shore of "Twelve Oaks Lake", to a point on the East and West 1/4 line of said Section 14; thence North $89^{\circ}20'01''$ East, 33 feet, more or less, along the East and West 1/4 line of said Section 14, to Traverse point "D" (said Traverse Point "D" being South $69^{\circ}28'42''$ East, 225.60 feet and South $31^{\circ}58'09''$ East, 158.61 feet and North $88^{\circ}24'00''$ East, 341.76 feet and North $01^{\circ}15'56''$ East, 172.77 feet and North $37^{\circ}23'07''$ West, 127.31 feet and North $31^{\circ}25'47''$ East, 261.69 feet and North $11^{\circ}18'35''$ East, 97.38 feet, from said Traverse point "B"); thence North $89^{\circ}20'01''$ East, 18.74 feet, along the East and West 1/4 line of said Section 14, to the Point of Beginning. All of the above containing 5.938 Acres, more or less. All of the above being subject to easements, restrictions and right-of-ways of record.

kkuem #422659

22-14-401-015

LIBER 3455-1 PG. 69

EXHIBIT C



EASEMENT FOR STORM SEWER AND DRAINAGE



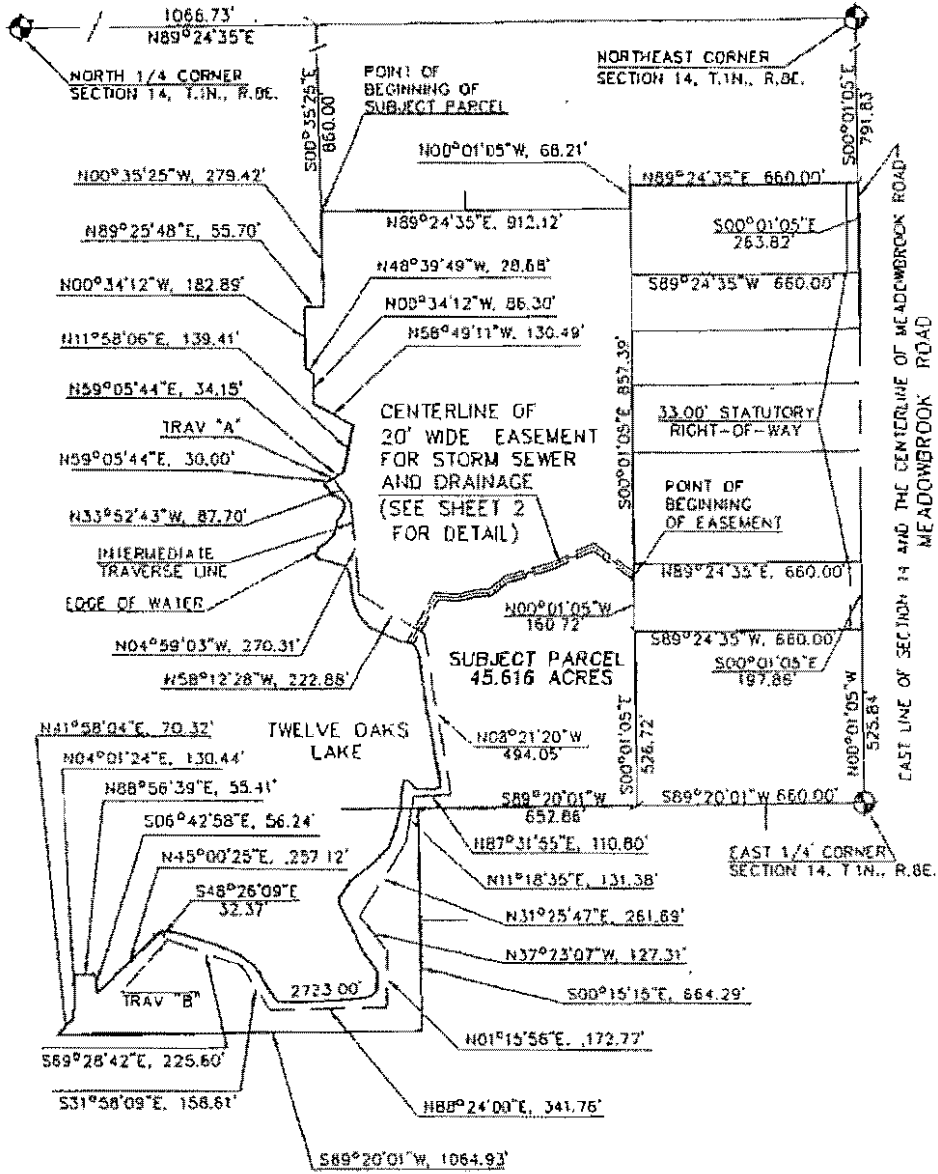
 SEIBER, KEAST & ASSOCIATES, INC. CONSULTING ENGINEERS <small>40301 GRAND OAKS AVENUE, SUITE 310, NEWAY, MI 49778-3123 (248) 877-7290</small>	 MALLETICS AND ASSOCIATES, L.L.C. LAND SURVEYORS <small>49370-3123</small>	OLIVER/HATCHER DEVELOPMENT SECTION 14, T.1N., R.8E., CITY OF NEWAY OAKLAND COUNTY, MICHIGAN	
		<small>SCALE: 1" = 100'</small> <small>DATE: 07-29-2004</small> <small>DWG. NO.: 02-072</small> <small>PROJ. NO.: 02-072/E2</small> <small>DRAWN BY: H.P.</small> <small>CHECKED: KAL</small> <small>SHEET: 2 OF 2</small>	

EXHIBIT C



EASEMENT FOR STORM SEWER AND DRAINAGE



SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

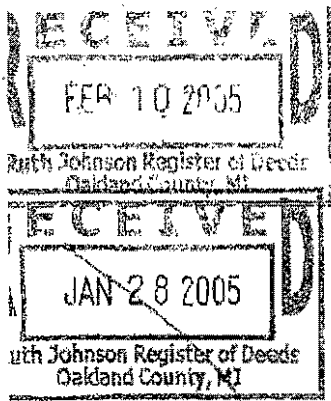
4008 GRAND RIVER AVENUE, SUITE 110, FOW. MI 48375-3125
(734) 473-7600



MILLETTS AND ASSOCIATES, L.L.C.
LAND SURVEYORS

OLIVER/HATCHER DEVELOPMENT
SECTION 14, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 400'
DATE:	07-20-2004
JOB NO.:	02-072
DWG FILE:	07-072EE2
DRAWN BY:	WJF
CHECKED:	KAL
SHEET:	1 OF 2



MAR 11 2005

47241
LIBER 34990 PAGE 182
\$34.00 MISC RECORDING
\$4.00 REINUMENTATION
02/16/2005 10:47:48 A.M. RECEIPT# 17568

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

STORM WATER DRAINAGE EASEMENT

THIS STORM WATER DRAINAGE EASEMENT is made and given as of the 11th day of January, 2005, by SINGH IV LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, MI 48322 (the "Grantor"), to O/H MEADOWBROOK, LLC, a Michigan limited liability company, whose address is 49668 Martin Drive, Wixom, MI 48393 (the "Grantee"), all upon the following terms and conditions:

RECITALS:

Grantor is the owner of a certain parcel land situated in the City of Novi, Oakland County, Michigan, more particularly described as set forth on Exhibit "A" attached hereto (the "Singh Parcel"). Grantee is the owner of certain land that is adjacent to the Singh Parcel, also situated in the City of Novi, Oakland County, Michigan, more particularly described as set forth on Exhibit "B" attached hereto.

Grantee wishes to acquire an easement from Grantor across a portion of the Singh Parcel for storm water drainage purposes, which will burden the Singh Parcel for the benefit of the O/H Parcel.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), it is agreed as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a twenty (20) foot wide permanent and non-exclusive right and easement for storm water drainage purposes over, under and across that portion of the Singh Parcel, described as set forth in Exhibit "C" attached hereto (the "Easement Area").

2. Construction, Maintenance and Repair. The easement granted herein includes the right to enter upon the Easement Area to construct, maintain and repair an underground storm water drainage pipe, to remove sediment, to repair erosion, and to perform all other maintenance that may be required for Grantee's use and operation of the drainage course located in the Easement Area, all at Grantee's own sole cost and expense. The exercise of such easement rights shall be done in an expeditious manner, and any property disturbed or altered, now or in the future, by reason of the exercise of the within easement rights, shall be promptly restored to good condition. Grantee shall not permit the filing of any construction lien or mechanic's lien against the Singh Parcel or the Easement Area as a result of any work performed or materials supplied.

3. Indemnity. Grantee shall indemnify and hold Grantor and its directors, officers, employees, agents, contractors, successors and assigns harmless from and against any and all cost, liability, loss or damage arising out of or related to the activities of Grantee, and its employees, agents and contractors on or about the Easement Area.

This instrument is exempt from county and state transfer tax pursuant to MCLA §207.505(a) and MCLA §207.526(a) as the consideration is less than One Hundred Dollars (\$100.00).

OK - MH

4. Interest in Realty. The easements hereby created shall inure to the benefit of the owner of the O/H Parcel, and its heirs, successors, representatives and assigns, and shall bind and run with the land. Any reference to any person or party in this Easement shall be deemed to include a reference to the heirs, successors, assigns, and representatives of such party or person.

5. Dedication. Grantor shall have the right at any time to grant or dedicate to the public all or any part of the Easement Area, or to grant public or private easements or rights of way to public or private utilities or governmental bodies with respect to the Easement Area.

6. Buildings and Improvements. Grantor shall not construct any buildings or other improvements upon the Easement Area which would prevent or impede Grantee's the use of the drainage easement herein granted. Grantor retains the right to install roadways, bridges, landscaping, underground utilities and other improvements in or across the Easement Area, so long as the same do not prevent or impede Grantee's use of the drainage easement herein granted.

7. Grantor's Right to Use. Grantor shall have the right to use the storm water drainage course in the Easement Area for the purpose of draining Grantor's lands adjacent to the Easement Area.

8. Relocation. In connection with any development of Grantor's property, Grantor shall have the right to relocate the storm water drainage facilities and the Easement Area to any other location that Grantor sees fit, provided, however, that in performing any such relocation Grantor shall also relocate the access or leads of Grantee so as to preserve the access and use of Grantee to the easement and any drainage pipe(s) being so relocated.

9. Limitation on Enforcement: The enforcement of the easements, covenants, rights and privileges contained herein shall be limited to the owners of the Burdened Property and the Benefited Parcel, and their respective mortgagees, and no other person or party shall be entitled to bring any action under this Easement Agreement or to enforce the rights and remedies contained herein.

10. Governing Law. This Easement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Michigan.

11. Severability. If any provision of this Storm Sewer Easement shall be invalid or unenforceable to any extent, the remainder of this Storm Sewer Easement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

SIGNATURES ARE ON THE FOLLOWING PAGE

Drafted by:

Lawrence A. Kilgore
Singh Development, L.L.C.
7125 Orchard Lake Road
Suite 200
West Bloomfield, MI 48322

When recorded, return to:
Paul Hatcher
O/H Meadowbrook, LLC
49668 Martin Drive
Wixom, MI 48393

EXHIBIT A

Job No. 02-072
 July 20, 2004

LEGAL DESCRIPTION
 SUBJECT PARCEL

A part of the Northeast 1/4 and Southeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 14; thence North 89°24'35" East, 1066.73 feet, along the North line of said Section 14 and the centerline of Twelve Mile Road; thence South 00°35'25" East, 860.00 feet, to the point of beginning; thence North 89°24'35" East, 912.12 feet; thence North 00°01'05" West, 68.21 feet; thence North 89°24'35" East, 660.00 feet, to a point on the East line of said Section 14 and the centerline of Meadowbrook Road, (said point being South 00°01'05" East, 791.83 feet, from the Northeast Corner of said Section 14); thence South 00°01'05" East, 263.82 feet, along the East line of said Section 14 and the centerline of said Meadowbrook Road; thence South 89°24'35" West, 660.00 feet; thence South 00°01'05" East, 857.39 feet; thence North 89°24'35" East, 660.00 feet, to a point on the East line of said Section 14 and the centerline of said Meadowbrook Road; thence South 00°01'05" East, 197.86 feet, along the East line of said Section 14 and the centerline of said Meadowbrook Road, (said point being North 00°01'05" West, 525.84 feet, from the East 1/4 Corner of said Section 14); thence South 89°24'35" West, 660.00 feet; thence South 00°01'05" East, 526.72 feet, to a point on the East and West 1/4 line of said Section 14, (said point being South 89°20'01" West, 660.00 feet, from the East 1/4 Corner of said Section 14); thence South 89°20'01" West, 652.86 feet; thence South 00°15'15" East, 664.29 feet; thence South 89°20'01" West, 1064.93 feet; thence North 41°58'04" East, 70.32 feet; thence North 04°01'24" East, 130.44 feet; thence North 88°56'39" East, 55.41 feet; thence South 06°42'58" East, 56.24 feet; thence North 45°00'25" East, 257.12 feet; thence South 48°26'09" East, 32.37 feet, to Traverse point "B"; thence Southeasterly, Easterly, Northerly, Northeasterly, Easterly and Northwesterly, 2723.00 feet more or less along the shore of "Twelve Oaks Lake"; thence North 59°05'44" East, 30.00 feet, to Traverse point "A" (said Traverse Point "A" being South 69°28'42" East, 225.60 feet and South 31°58'09" East, 158.61 feet and North 88°24'00" East, 341.76 feet and North 01°15'56" East, 172.77 feet and North 37°23'07" West, 127.31 feet and North 31°25'47" East, 261.69 feet and North 11°18'35" East, 131.38 feet and North 87°31'55" East, 110.80 feet and North 08°21'20" West, 494.05 feet and North 58°12'28" West, 222.88 feet and North 04°59'03" West, 270.31 feet and North 33°52'43" West, 87.70 feet, from said Traverse Point "B"); thence North 59°05'44" East, 34.15 feet; thence North 11°58'06" East, 139.41 feet; thence North 58°49'11" West, 130.49 feet; thence North 00°34'12" West, 86.30 feet; thence North 48°39'49" West, 28.68 feet; thence North 00°34'12" West, 182.89 feet; thence North 89°25'48" East, 55.70 feet; thence North 00°35'25" West, 279.42 feet, to the Point of Beginning. All of the above containing 45.616 Acres, more or less. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Meadowbrook Road.
 Parcel ID (22-14-200-041.)

22-14-200-043 - NE 1/4
 -044 - NE 1/4
 22-14-401-015 - SE 1/4

EXHIBIT B

LEGAL DESCRIPTION

O/H Parcel

A parcel of land situated in City of Novi, Oakland County, Michigan, described as:

A part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning; thence South 89°24'35" West, 660.00 feet; thence North 00°01'05" West, 197.86 feet; thence North 89°24'35" East, 660.00 feet, to a point on the East line of said Section 14 and the centerline of said Meadowbrook Road; thence South 00°01'05" East, 197.86 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to the Point of Beginning. All of the above containing 2.998 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

(Part of) Parcel I.D. 22-14-200-044

EXHIBIT C

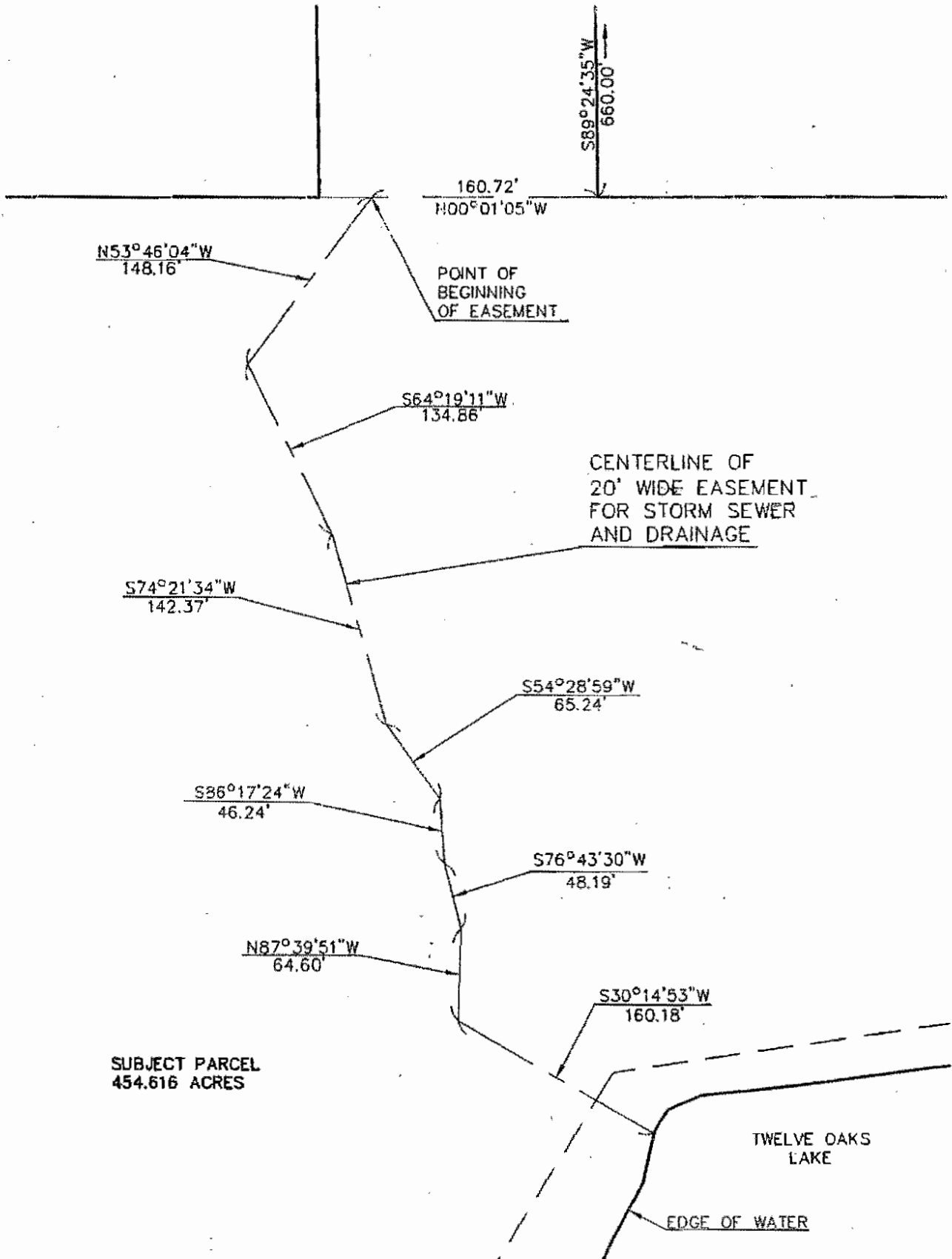
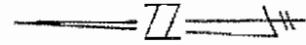


EXHIBIT C

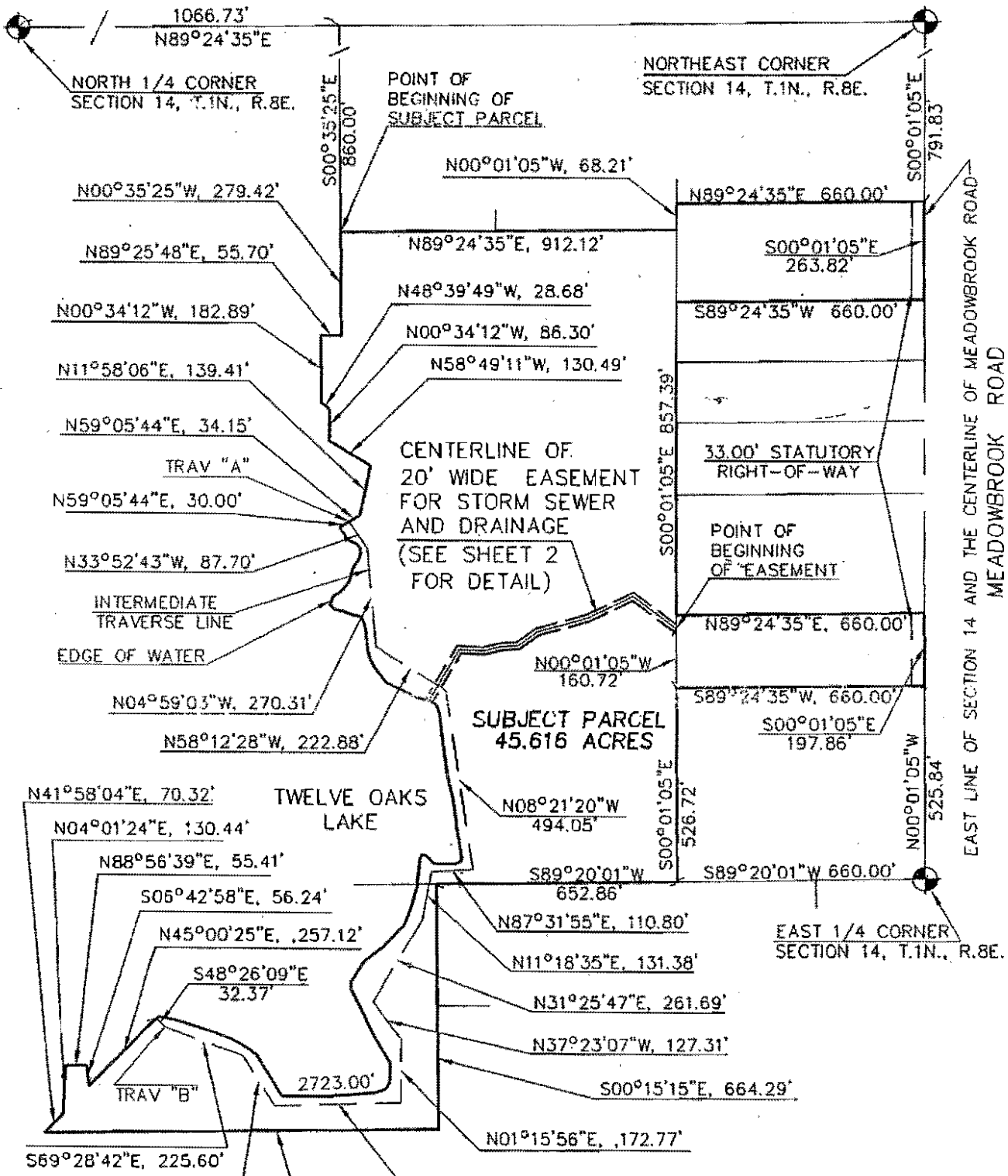


EXHIBIT C

Job No. 02-072
July 20, 2004

LEGAL DESCRIPTION
EASEMENT FOR STORM SEWER AND DRAINAGE

A 20 foot wide easement for storm sewer and drainage being a part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the East 1/4 Corner of said Section 14; thence North 00°01'05" West, 525.84 feet, along the East line of said Section 14 and the centerline of Meadowbrook Road, to a boundary corner of the Subject Parcel; thence South 89°24'35" West, 660.00 feet, along the boundary of the Subject Parcel; thence North 00°01'05" West, 160.72 feet, to the POINT OF BEGINNING; thence North 53°46'04" West, 148.16 feet; thence South 64°19'11" West, 134.86 feet; thence South 74°21'34" West, 142.37 feet; thence South 54°28'59" West, 65.24 feet; thence South 86°17'24" West, 46.24 feet; thence South 76°43'30" West, 48.19 feet; thence North 87°39'51" West, 64.60 feet; thence South 30°14'53" West, 160.18 feet, to the Point of Ending at the water's edge.

Parcel I.D. 22-14-200-043 *PT*