



CITY of NOVI CITY COUNCIL

**Agenda Item F
February 21, 2012**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from HCP Land, LLC, and MacKenzie South Technology Centre, LLC for the Tognum America Headquarters development located at 39525 MacKenzie Drive, at the southwest corner of Haggerty Road and MacKenzie Drive (parcel 22-01-400-027).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

HCP Land, LLC, and MacKenzie South Technology Centre, LLC requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the Tognum America Headquarters site development, located at 39525 MacKenzie Drive. The site is located on the southwest corner of Haggerty Road and MacKenzie Drive, as shown on the attached map.

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

In this particular case, HCP Land owns and agrees to maintain the basin and adjacent property to Tognum America, while MacKenzie South Technology will be responsible for maintaining the pipes, manholes and open channels on the Tognum America parcel.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Kudla's February 3, 2012 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from HCP Land, LLC, and MacKenzie South Technology Centre, LLC for the Tognum America Headquarters development located at 39525 MacKenzie Drive, at the southwest corner of Haggerty Road and MacKenzie Drive (parcel 22-01-400-027).

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

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

Tognum America Headquarters Location Map



Tognum America Headquarters
Haggerty Corridor Corporate Park Phase 2
Storm Drainage Facility Maintenance
Easement Agreement
39525 MacKenzie Drive
50-22-01-400-027

Map Author: Aaron J. Staup
Date: February 6, 2012
Project: Tognum America Headquarters
Version #: 1

Storm Drainage Facility Maintenance Easement Agreement

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

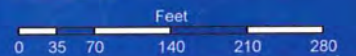
Map Legend

- Road Classification Novi Tax Parcel BSA
- Major Streets Novi 2010 Aerial Photograph
- Minor Streets RGB
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- City of Novi Boundary



City of Novi

Engineering Division
Department of Public Services
26300 Delwal Drive
Novi, MI 48375
cityofnovi.org



1 inch = 177 feet

February 3, 2012

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

Elizabeth K. Saarela
Direct: 248-539-2846
bsaarela@secrestwardle.com

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

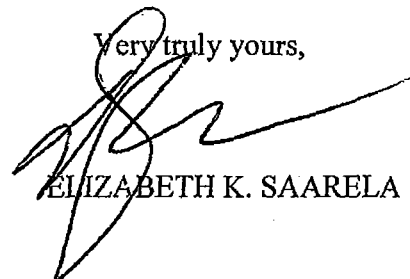
**Re: Tognum America Headquarters, SP11-22
Storm Drainage Facility Maintenance Easement Agreement
Our File No. 660194.NOV1**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Tognum America Headquarters Property. HCP Land, an affiliated entity to MacKenzie South Technology Centre, LLC owns the basin serving the property on the property adjacent to the Tognum America Headquarters. The Agreement provides that HCP Land agrees to maintain the basin on its property while MacKenzie South Technology Centre, LLC will maintain the pipes and open channels on its property. The Agreement has been executed by both property owners with respect to the facilities located on each one's property. The exhibits have been reviewed and approved by the City's consulting engineer. The Storm Drainage Facility Maintenance Easement Agreement is in order and may be placed on an upcoming City Council Agenda for approval. Upon receipt of the originals, we will forward them to the City Clerk's office. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,



ELIZABETH K. SAARELA

EKS
Enclosures

Rob Hayes, Public Services Director
February 3, 2012
Page 2

C: Maryanne Cornelius, Clerk (w/ Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
David Beschke, Landscape Architect (w/Enclosures)
Crystal Sapp and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Matthew Sosin and Julie Barnard, Northern Equities (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

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STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 2nd day of February, 2012, by and between HCP Land LLC, a Michigan limited liability company, whose address is 39000 Country Club Drive, Farmington Hills, MI 48331 (hereinafter "HCP"), Mackenzie South Technology Centre LLC ("MST"), whose address is 39000 Country Club Drive, Farmington Hills, Michigan 48331, 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. MST is the owner and developer of a certain parcel of land situated in Section 4 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A (the "MST Property"). MST has received final site plan approval for construction of an office/research office building development on the MST Property. The MST Property contains a storm water drainage system, which includes storm sewer pipes and open channels that drain into a detention/sedimentation basin on the adjacent property.

B. HCP, an affiliate of MST, is the owner of the land located immediately adjacent to the MST Property as more particularly described on Exhibit B (the "HCP Property"), upon which HCP has constructed storm drainage, detention and/or retention facilities, including but not limited to, detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the MST Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, HCP and MST hereby covenant and agree that each one shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage facilities, including, but not limited to culverts, pipes, open channels, sedimentation, detention and retention facilities, including all wetlands which are part of the system, located on each one's own property to insure that the same continue to function as intended. HCP and MST 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 C.

In the event that HCP or MST shall at any time fail to carry out the responsibilities specified within this agreement with respect to each one's own property, 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 HCP, or MST, as appropriate with respect to maintenance or repair of storm water facilities located on each one's respective properties, 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 HCP and/or MST 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 subject 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 with respect to the culverts, pipes, open channels, and/or detention/sedimentation basin within the Easement Areas described and depicted in Exhibit D, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by HCP or MST within thirty (30) days of a billing to HCP or MST. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property or properties containing the deficiency, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against HCP, or MST, as appropriate, and, in such event, HCP and/or MST shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

MST:

MacKenzie South Technology Centre, LLC, a Michigan limited liability company,

By: Haggerty Corridor Partners LLC, a Michigan limited liability company, its sole member
By: FG 38 Corporation, a Michigan corporation, its manager

By: Matthew S. Sosin

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 2nd day of Feb., 2000, by Matthew Sosin, as the Member of MacKenzie South Technology Centre LLC

JULIE A. BARNARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 17, 2017
ACTING IN COUNTY OF Oakland

Julie A. Barnard
Notary Public
Oakland County, Michigan
My Commission Expires: _____

HCP:

HCP Land LLC, a Michigan limited liability company,

By: Haggerty Corridor Partners LLC, a Michigan limited liability company, its sole member
By: FG 38 Corporation, a Michigan corporation, its manager

By: Matthew S. Sosin

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Storm Drainage Facility Maintenance Easement Agreement, dated June 7, 2011, attached hereto, whereby MacKenzie South Technology Centre, LLC grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 3 day of ~~January~~, 2012.
February

U.S. Bank National Association,
a national banking association

By: *Joel Steiner*
Joel Steiner, Assistant Vice President

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

February The foregoing Consent to Easement was acknowledged before me this 3 day of ~~January~~, 2012, by Joel Steiner, a Vice President of U.S. Bank National Association, a national banking association _____.



Cynthia A. Patton
Notary Public, State of Ohio
My Commission Expires 05-04-2013

Cynthia A. Patton
Notary Public
Franklin County, Ohio
My commission expires: 2013

EXHIBIT A

MST LAND

A. R. Decker & Associates
Consulting Engineers
Civil - Structural
820 East Long Lake Road
Troy, Michigan 48065
Telephone (248) 528-3779
Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'A' 11/04/11
LEGAL DESCRIPTION

DATE: 6/20/11

LEGAL DESCRIPTION

A PARCEL OF LAND, PART OF THE EAST 1/4 OF SECTION 1, T1N, R8E, CITY OF NOV, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED S02°30'08"E, 94.24 FEET ALONG THE EAST LINE OF SECTION 1 TO THE POINT OF BEGINNING FROM THE EAST 1/4 CORNER OF SECTION 1;
THENCE S87°29'54"W, 60.00 FEET; THENCE S87°29'39"W, 145.67 FEET; THENCE N83°17'08"W, 87.38 FEET; THENCE S87°29'39"W, 430.82 FEET; THENCE 86.48 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 480.00 FEET, AND A CHORD BEARING S87°20'46"W, 86.34 FEET; THENCE S02°30'19"E, 608.62 FEET; THENCE N87°29'07"E, 355.89 FEET; THENCE N01°15'44"W, 108.00 FEET; THENCE N43°04'21"E, 97.24 FEET; THENCE N87°29'39"E, 320.91 FEET; THENCE N87°29'04"E, 60.00 FEET; THENCE N02°30'08"W, 310.17 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PORTION ALONG THE EAST LINE TAKEN FOR HAGGERTY ROAD RIGHT OF WAY, CONTAINING 7.02 ACRES GROSS (6.47 ACRES NET), SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

EXHIBIT B

HCP LAND

LEGAL DESCRIPTION:

PART OF SECTION 1, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE S..E. CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1, N02°30'06"W, 632.02'; THENCE S85°30'21"W, 60.04' TO THE POINT OF BEGINNING. THENCE S85°30'21"W, 215.71'; THENCE N02°02'32"W, 467.58'; THENCE S87°57'28"W, 162.89'; THENCE S13°30'29"W, 174.90'; THENCE S41°04'28"W, 75.81'; THENCE S87°29'56"W, 312.43'; THENCE S44°08'59"W, 370.51' TO THE EAST LINE OF CABOT DRIVE (60 FEET RW); THENCE ALONG SAID EAST LINE, 344.70 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 455.00 FEET AND A CHORD BEARING N36°07'04"W, 336.51 FEET; THENCE CONTINUING ALONG SAID EAST LINE, 378.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 395.00 FEET AND A CHORD BEARING N30°23'13"W, 363.98 FEET; THENCE CONTINUING ALONG SAID EAST LINE, N02°57'07"W, 1539.80'; THENCE CONTINUING ALONG SAID EAST LINE 11.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET AND A CHORD BEARING N02°11'00"W, 11.27 FEET TO THE SOUTH LINE OF MACKENZIE DRIVE (60.0 FEET RW); THENCE ALONG SAID SOUTH LINE S87°19'07"E, 207.14'; THENCE CONTINUING ALONG SAID SOUTH LINE, 186.03 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS 420.00 FEET AND A CHORD BEARING S74°37'48"E, 184.51 FEET; THENCE CONTINUING ALONG SAID LINE, S61°56'30"E, 159.14'; THENCE ALONG SAID SOUTH LINE, 169.59 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET AND A CHORD BEARING S72°03'48"E, 168.71 FEET; THENCE S02°30'19"E, 508.62'; THENCE N87°29'07"E, 355.89'; THENCE N01°15'44"W, 108.60'; THENCE N43°04'21"E, 97.24'; THENCE N87°29'39"E, 320.91'; THENCE S02°30'06"E, 1589.94' TO THE POINT OF BEGINNING.

EXHIBIT C
SCHEDULE OF MAINTENANCE

Exhibit C

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

EXHIBIT D
BASEMENT AREAS

1812091_1.doc

A R Decker & Associates
 Consulting Engineers
 Civil - Structural
 920 East Long Lake Road
 Troy, Michigan 48065
 Telephone (248) 528-3779
 Facsimile (248) 528-3548
 DRAFTER: JASON SUTTON, P.E.

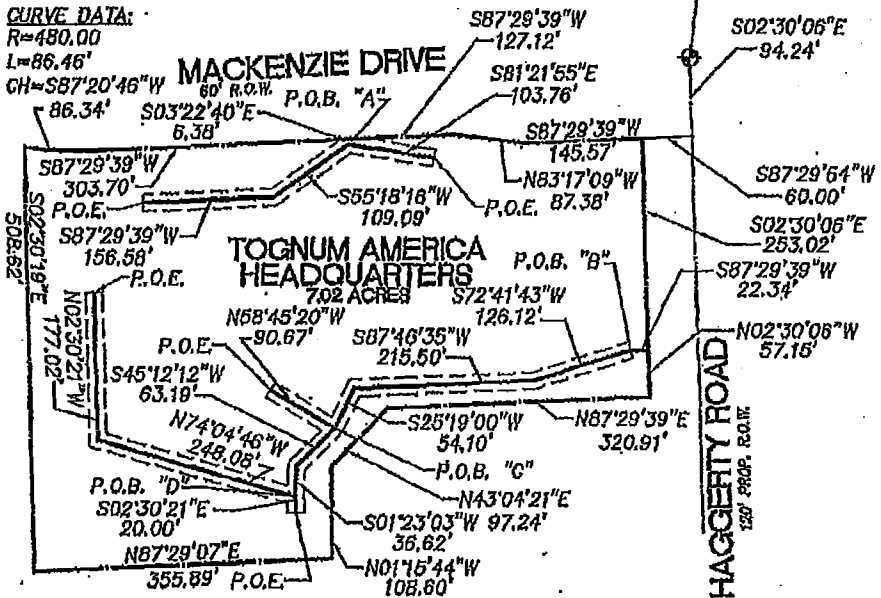
Exhibit (1063)
 STORM DRAINAGE EASEMENT



SCALE: 1" = 150'
 DATE: 6/20/11

E 1/4 CORNER,
 SECTION 1
 CITY OF NOVI
 TOWN 1 NORTH
 RANGE 8 EAST
 L.18850, P.438

CURVE DATA:
 R=480.00
 L=86.46'
 CH=S87°20'46"W
 60' R.O.W.



PROPOSED STORM DRAINAGE EASEMENT:
 A 20' WIDE EASEMENT, PART OF THE EAST 1/4 OF SECTION 1, T1N, R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS HAVING A CENTER LINE THAT IS DESCRIBED AS FOLLOWS; COMMENCING AT A POINT LOCATED S02°30'06"E, 94.24 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 1, ALONG THE EAST LINE OF SECTION 1; THENCE S87°29'54"W, 60.00 FEET; THENCE S87°29'39"W, 145.57 FEET; THENCE N83°17'09"W, 87.38; THENCE S87°29'39"W, 127.12 FEET; THENCE S03°22'40"E, 6.38 FEET TO THE POINT OF BEGINNING "A"; THENCE S65°18'16"W, 109.09 FEET; THENCE S87°29'39"W, 156.58 FEET TO THE POINT OF ENDING.
 ALSO COMMENCING AT POINT "A"; THENCE S81°21'55"E, 103.76 FEET TO THE POINT OF ENDING.
 ALSO COMMENCING AT A POINT LOCATED S02°30'06"E, 94.24 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 1, ALONG THE EAST LINE OF SECTION 1, THENCE S87°29'54"W, 60.00 FEET; THENCE S02°30'06"E, 253.02 FEET; THENCE S87°29'39"W, 22.34 FEET TO THE POINT OF BEGINNING "B"; THENCE S72°41'43"W, 126.12 FEET; THENCE S87°46'35"W, 215.50 FEET; THENCE S25°19'00"W, 54.10 FEET TO THE POINT OF BEGINNING "C"; THENCE S45°12'12"W, 63.19 FEET; THENCE S01°23'03"W, 36.62 FEET TO THE POINT OF BEGINNING "D"; THENCE N74°04'46"W, 248.08 FEET; THENCE N02°30'21"W, 177.02 FEET TO THE POINT OF ENDING.
 ALSO COMMENCING AT POINT "C"; THENCE N58°45'20"W, 90.67 FEET TO THE POINT OF ENDING.
 ALSO COMMENCING AT POINT "D"; THENCE S02°30'21"E, 20.00 FEET TO THE POINT OF ENDING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

A R Decker & Associates
Consulting Engineers
Civil - Structural
920 East Long Lake Road
Troy, Michigan 48065
Telephone (248) 528-3779
Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'D' (PAGE 3 OF 2)
EXISTING DETENTION
BASIN D EASEMENT

DATE: 6/20/11

DETENTION BASIN D EASEMENT:

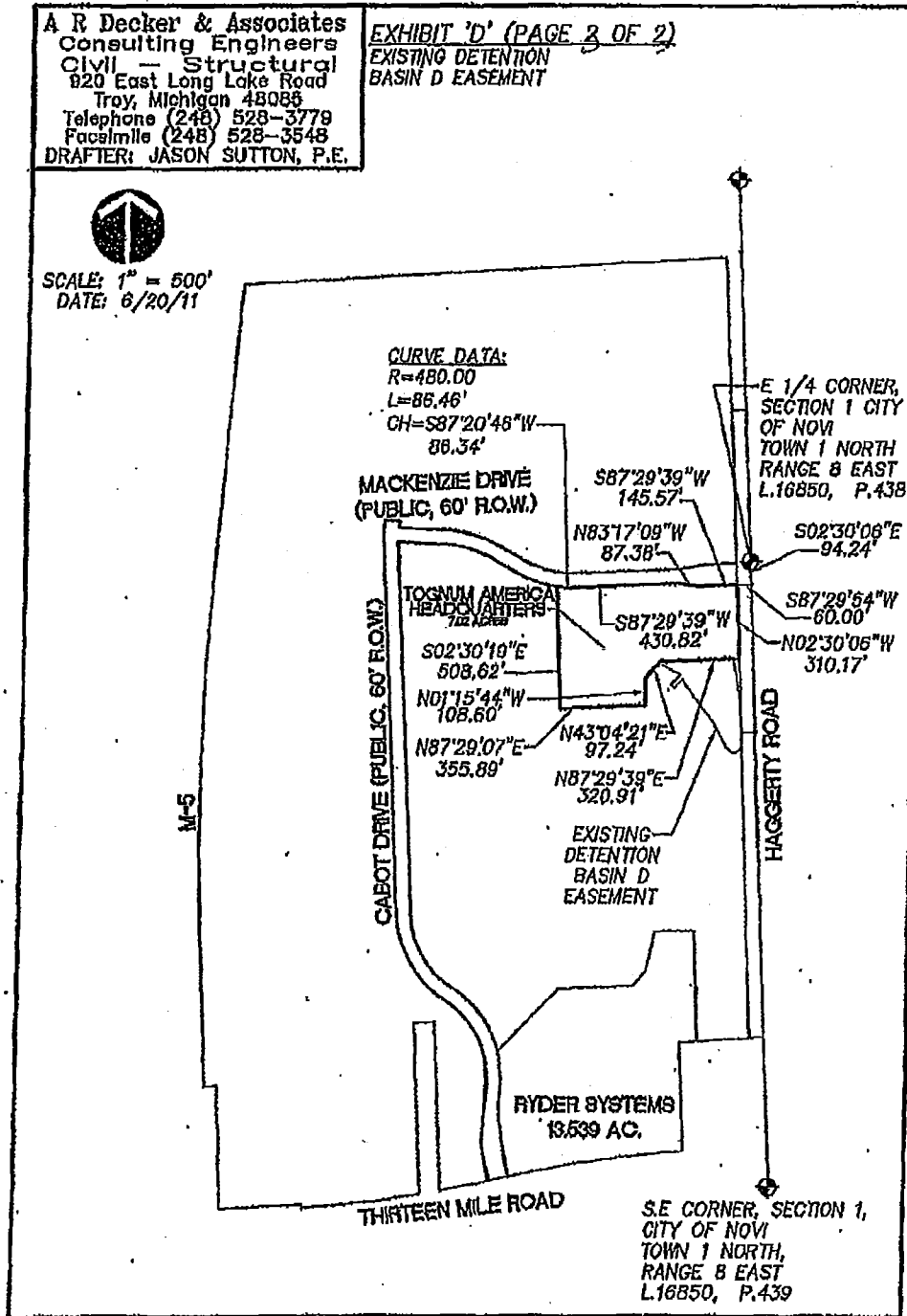
A PARCEL OF LAND, PART OF THE EAST 1/2 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED N02°30'06"W, 1912.45 FEET ALONG THE EAST LINE OF SECTION 1 AND S87°28'54"W, 60.00 FEET TO THE POINT OF BEGINNING FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE S02°04'22"W, 33.85 FEET; THENCE S02°30'04"E, 12.98 FEET; THENCE S10°28'20"W, 25.37 FEET; THENCE 6.51 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 6.00 FEET, AND A CHORD BEARING OF S41°28'33"W, 6.18 FEET; THENCE S72°33'46"W, 18.16 FEET; THENCE 3.35 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 6.00 FEET, AND A CHORD BEARING OF S88°34'18"W, 3.31 FEET; THENCE N75°25'10"W, 12.63 FEET; THENCE 2.80 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 6.00 FEET, AND A CHORD BEARING OF N62°03'18"W, 2.77 FEET; THENCE N48°41'27"W, 27.87 FEET; THENCE N17°56'13"W, 13.14 FEET; THENCE N31°35'03"W, 38.26 FEET; THENCE N28°37'28"W, 69.21 FEET; THENCE N35°26'01"W, 71.48 FEET; THENCE N34°54'19"W, 120.54 FEET; THENCE N27°52'37"W, 15.94 FEET; THENCE S42°53'33"W, 47.13 FEET; THENCE N47°06'27"W, 20.00 FEET; THENCE N42°53'33"E, 54.10 FEET; THENCE N27°52'37"W, 3.67 FEET; THENCE N61°09'19"W, 78.84 FEET; THENCE N64°55'16"E, 61.46 FEET; THENCE N87°29'39"E, 226.74 FEET; THENCE S10°05'45"E, 48.48 FEET; THENCE S09°20'38"E, 157.27 FEET; THENCE S02°30'06"E, 110.94 FEET; TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

A R Decker & Associates
 Consulting Engineers
 Civil - Structural
 820 East Long Lake Road
 Troy, Michigan 48066
 Telephone (248) 528-3779
 Facsimile (248) 528-3548
 DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'D' (PAGE 2 OF 2)
 EXISTING DETENTION
 BASIN D EASEMENT



SCALE: 1" = 500'
 DATE: 6/20/11



EASEMENT FOR STORM WATER AND SURFACE DRAINAGE

THIS EASEMENT made this 17 day of February, 2012, by HCP Land LLC, a Michigan limited liability company, whose address is 39000 Country Club Drive, Farmington Hills, Michigan 48331, (hereinafter referred to as "Grantor"), being title holder of the property described in the attached and incorporated, Exhibit A, (hereinafter referred to as the "Property").

Grantor, in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does reserve and grant, on behalf of itself, its heirs, successors, assigns and transferees, a private, non-exclusive, perpetual easement for purposes of storm water and surface drainage, over, upon, across, in, through, the Property, which easement is described and depicted, as stated in the attached and incorporated Exhibit B (hereinafter referred to as the "Easement Area").

This easement is for the benefit of the property owned by MacKenzie South Technology Centre, LLC, a Michigan limited liability company ("Grantee"), more particularly described in the attached and incorporated Exhibit C (hereinafter referred to as the "Grantee Property") and all heirs, successors, assigns and transferees of the Grantee and the City of Novi (hereinafter referred to as "Grantees"). Storm water and surface drainage from the Grantee Property shall be permitted to discharge and flow over, upon, across, through and under the Easement Area.

The Grantor shall maintain the Easement Area, so at all times, it continues to function as intended. The Grantor, shall be prohibited from altering or placing anything in the Easement Area which shall obstruct or impede the flow of storm water or surface drainage from the Grantee Property. 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 Area, or to develop or allow the development of the Easement Area in any manner which obstructs the flow of storm water drainage. However, 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, and maintenance, of the Easement Area.

This Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area.

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 ms signature this day of mid of Feb A.D., 2011.

GRANTOR:

HCP LAND LLC, a Michigan limited liability company,

By: Haggerty Corridor Partners LLC, a Michigan limited liability company, its sole member

By: FG 38 Corporation, a Michigan corporation, its manager

By:

Matthew S. Sosin

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of June, 2011, by Matthew S Sosin, Manager, FG 38 Corporation, Sole Member, Haggerty Corridor Partners LLC, a Michigan limited liability company, HCP LAND LLC, a Michigan limited liability company.

JULIE A. BARNARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 17, 2017
ACTING IN COUNTY OF Oakland

Julie A. Barnard
Notary Public
Oakland County, Michigan

My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY:
ELIZABETH M. KUDLA
30903 NORTHWESTERN HWY
FARMINGTON HILLS, MI 48334
Tax Identification Number: _____

WHEN RECORDED, RETURN COPY TO:
MARYANNE CORNELIUS, CLERK
CITY OF NOVI
45175 W. TEN MILE RD
NOVI, MI 48334

2174456.1

EXHIBIT A

HCP LAND

2174456.1

LEGAL DESCRIPTION:

PART OF SECTION 1, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE S..E. CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1, N02°30'06"W, 632.02'; THENCE S85°30'21"W, 60.04' TO THE POINT OF BEGINNING. THENCE S85°30'21"W, 215.71'; THENCE N02°02'32"W, 467.58'; THENCE S87°57'28"W, 162.89'; THENCE S13°30'29"W, 174.90'; THENCE S41°04'28"W, 75.81'; THENCE S87°29'56"W, 312.43'; THENCE S44°08'59"W, 370.51' TO THE EAST LINE OF CABOT DRIVE (60 FEET R/W); THENCE ALONG SAID EAST LINE, 344.70 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 455.00 FEET AND A CHORD BEARING N36°07'04"W, 336.51 FEET; THENCE CONTINUING ALONG SAID EAST LINE, 378.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 395.00 FEET AND A CHORD BEARING N30°23'13"W, 363.98 FEET; THENCE CONTINUING ALONG SAID EAST LINE, N02°57'07"W, 1539.80'; THENCE CONTINUING ALONG SAID EAST LINE 11.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET AND A CHORD BEARING N02°11'00"W, 11.27 FEET TO THE SOUTH LINE OF MACKENZIE DRIVE (60.0 FEET R/W); THENCE ALONG SAID SOUTH LINE S87°19'07"E, 207.14'; THENCE CONTINUING ALONG SAID SOUTH LINE, 186.03 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS 420.00 FEET AND A CHORD BEARING S74°37'48"E, 184.51 FEET; THENCE CONTINUING ALONG SAID LINE, S61°56'30"E, 159.14'; THENCE ALONG SAID SOUTH LINE, 169.59 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET AND A CHORD BEARING S72°03'48"E, 168.71 FEET; THENCE S02°30'19"E, 508.62'; THENCE N87°29'07"E, 355.89'; THENCE N01°15'44"W, 108.60'; THENCE N43°04'21"E, 97.24'; THENCE N87°29'39"E, 320.91'; THENCE S02°30'06"E, 1589.94' TO THE POINT OF BEGINNING.

EXHIBIT B

EASEMENTS

A R Decker & Associates
Consulting Engineers
Civil - Structural
920 East Long Lake Road
Troy, Michigan 48068
Telephone (248) 528-3779
Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT ¹⁰ (PAGE 1 OF 2)
EXISTING DETENTION
BASIN D EASEMENT

DATE: 6/20/11

DETENTION BASIN D EASEMENT

A PARCEL OF LAND, PART OF THE EAST 1/2 OF SECTION 1, T1N, R8E, CITY OF NOV, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED N02°30'06"W, 1912.45 FEET ALONG THE EAST LINE OF SECTION 1 AND S87°28'54"W, 60.00 FEET TO THE POINT OF BEGINNING FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE S02°04'22"W, 33.85 FEET; THENCE S02°30'04"E, 12.98 FEET; THENCE S10°25'20"W, 25.37 FEET; THENCE 6.51 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 6.00 FEET, AND A CHORD BEARING OF S41°28'33"W, 6.19 FEET; THENCE S72°33'48"W, 18.18 FEET; THENCE 3.35 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 6.00 FEET, AND A CHORD BEARING OF S88°34'18"W, 3.31 FEET; THENCE N75°28'10"W, 12.53 FEET; THENCE 2.80 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 6.00 FEET, AND A CHORD BEARING OF N62°03'18"W, 2.77 FEET; THENCE N48°41'27"W, 27.87 FEET; THENCE N17°58'13"W, 13.14 FEET; THENCE N31°35'03"W, 36.28 FEET; THENCE N28°37'28"W, 69.21 FEET; THENCE N35°26'01"W, 71.48 FEET; THENCE N34°54'19"W, 120.54 FEET; THENCE N27°52'37"W, 15.94 FEET; THENCE S42°53'33"W, 47.13 FEET; THENCE N47°08'27"W, 20.00 FEET; THENCE N42°53'33"E, 54.10 FEET; THENCE N27°52'37"W, 3.57 FEET; THENCE N61°09'19"W, 78.64 FEET; THENCE N54°35'18"E, 61.48 FEET; THENCE N87°28'39"E, 226.74 FEET; THENCE S10°05'45"E, 48.48 FEET; THENCE S08°20'38"E, 157.27 FEET; THENCE S02°30'08"E, 110.94 FEET; TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

A R Dooker & Associates
 Consulting Engineers
 Civil - Structural
 920 East Long Lake Road
 Troy, Michigan 48065
 Telephone (248) 628-3779
 Facsimile (248) 628-3948
 DRAFTER: JASON SUTTON, P.E.

EXHIBIT *D* (PAGE 2 OF 2)
 EXISTING DETENTION
 BASIN D EASEMENT



SCALE: 1" = 600'
 DATE: 6/20/11

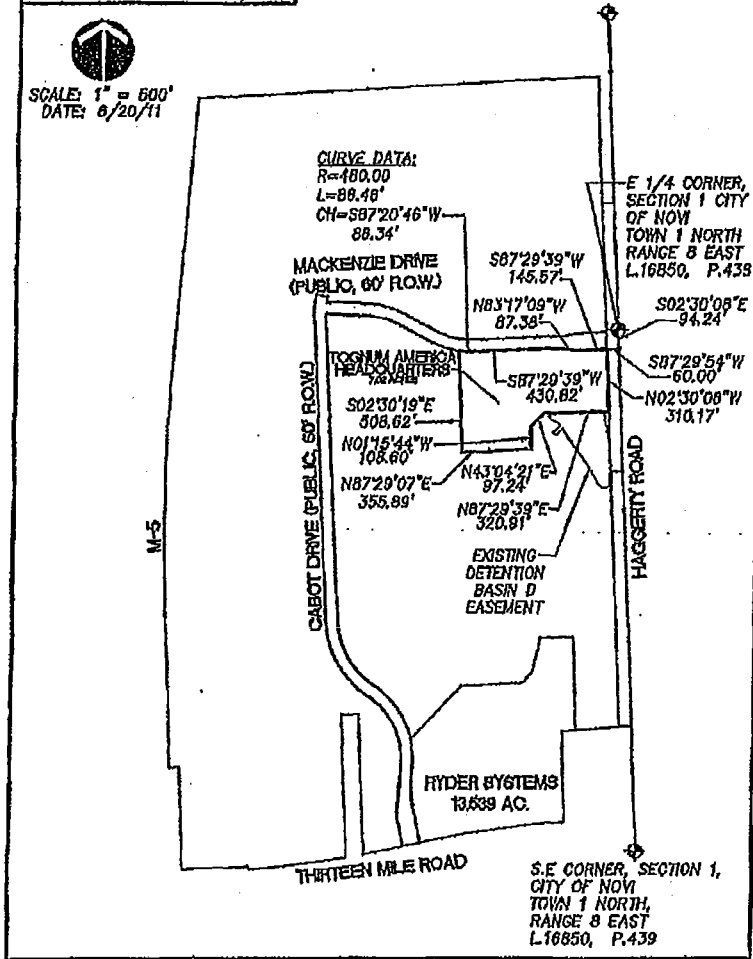


EXHIBIT C
MST PROPERTY

A R Decker & Associates
Consulting Engineers
Civil - Structural
920 East Long Lake Road
Troy, Michigan 48065
Telephone (248) 528-3779
Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT *C* *10/11*
LEGAL DESCRIPTION

DATE: 6/20/11

LEGAL DESCRIPTION

A PARCEL OF LAND, PART OF THE EAST 1/4 OF SECTION 1, T1N., R9E., CITY OF NOV, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S02°30'06"E, 94.24 FEET ALONG THE EAST LINE OF SECTION 1 TO THE POINT OF BEGINNING FROM THE EAST 1/4 CORNER OF SECTION 1; THENCE S87°29'54"W, 60.00 FEET; THENCE S87°29'39"W, 145.57 FEET; THENCE N83°17'09"W, 87.38 FEET; THENCE S87°29'39"W, 430.82 FEET; THENCE 86.46 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 480.00 FEET, AND A CHORD BEARING S87°20'46"W, 86.34 FEET; THENCE S02°30'19"E, 508.62 FEET; THENCE N87°29'07"E, 355.89 FEET; THENCE N01°15'44"W, 108.60 FEET; THENCE N43°04'21"E, 97.24 FEET; THENCE N87°29'39"E, 320.81 FEET; THENCE N87°29'04"E, 60.00 FEET; THENCE N02°30'05"W, 310.17 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PORTION ALONG THE EAST LINE TAKEN FOR HAGGERTY ROAD RIGHT OF WAY, CONTAINING 7.02 ACRES GROSS (5.47 ACRES NET). SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.