



CITY OF NOVI CITY COUNCIL
MARCH 23, 2020

SUBJECT: Approval of a Warranty Deed to dedicate 35 feet of half-width right-of-way along the west side of Cabaret Drive and approval of a Storm Drainage Facility Maintenance Easement Agreement from A123 Real Estate Ventures as part of the A123 development (parcel 50-22-15-126-016).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: A123 Real Estate Ventures is requesting the acceptance of a Warranty Deed conveying 35 feet of proposed half-width right-of-way along the west side of the Cabaret Drive frontage and acceptance of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

The proposed right-of-way dedication of the right-of-way will bring this segment of Cabaret Drive to its full master planned right-of-way width. The enclosed letter from City Attorney (Beth Saarela, February 19, 2020) provides the Warranty Deed prepared for this dedication. This document has also been reviewed and approved by the City Attorney and City's Engineering Consultant (Spalding DeDecker, February 10, 2020) and is recommended for acceptance.

The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, February 24, 2020) and the City Engineering consultant (Spalding DeDecker, February 10, 2020), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Warranty Deed to dedicate 35 feet of half-width right-of-way along the west side of Cabaret Drive and approval of a Storm Drainage Facility Maintenance Easement Agreement from A123 Real Estate Ventures as part of the A123 development (parcel 50-22-15-126-016).

Bartlett Dr

A123 ROW and SDFMEA Acceptance

Location Map

Twelve Mile Rd

Declaratio

Dix

Cabaret Dr

A123
50-22-15-126-016

Proposed 35' Half-Width ROW

Fountain Walk Dr

Map Author: Kate Richardson
 Date: 03/11/2020
 Project: A123 ROW and SDFMEA Acceptance
 Version: 1.0

Amended By:
 Date:
 Department:

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

- Major Roads
- Minor Roads
- Subject Parcel

Right of Way

- Dedicated
- Prescriptive
- Private



City of Novi
 Engineering Division
 Department of Public Works
 26300 Lee BeGole Drive
 Novi, MI 48375
 cityofnovi.org

0 80 160 320 480

Feet

1 inch = 368 feet

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 19, 2020

Jeffrey Herczeg, Director of Public Works
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: A123 Systems JSP 17-0021
Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following on-site documents serving the A123 Systems Development, and have the following comments:

- Water System Easement (***Approved***)
- Sanitary Sewer System Easement (***Approved***)
- Bill of Sale (***Approved***)
- Warranty Deed – Cabaret Drive ROW (***Approved***)
- Partial Discharge of Mortgage (Easements) (***Approved***)
- Partial Discharge of Mortgage (ROW) (***Approved***)
- Title Search

Water and Sanitary Sewer System Easements

A123 Real Estate Ventures, LLC seeks to convey the on-site Water System Easement and Sanitary Sewer System Easements serving A123 Systems Development. We have reviewed and approve the format and language of the above Water and Sanitary Sewer System Easements, as well as the corresponding Bill of Sale for water and sanitary sewer improvements. The Easements are consistent with the title commitment provided. A Partial Discharge of Mortgage has been provided over the easement areas. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Water and Sanitary Sewer System Easements once accepted by Affidavit of the City Engineer should be recorded with the Oakland County Register of Deeds in the usual manner, along with the Partial Discharge of Mortgage. The title search and Bill of Sale should be retained in the City's file.

Warranty Deed – Existing Cabaret Drive ROW

The Warranty Deed provided conveys the existing Cabaret Drive ROW adjacent to the development. The Warranty Deed is consistent with the title search provided. A Partial Discharge of Mortgage has been provided over the RPW area. The Warranty Deed has been executed and appears to be acceptable. The legal descriptions of the right-of-way area being dedicated have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale for paving is not required for existing paving not installed by the property owner. The Warranty Deed may be placed on an upcoming City Council Agenda for acceptance. Once accepted, it should be recorded with the Oakland County Register of Deeds in the usual manner, along with the Partial Discharge of Mortgage.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Madeleine Kopko, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Kate Richardson, Plan Review Engineer (w/Enclosures)
Victor Boron, Civil Engineer (w/Enclosures)
Rebecca Runkel, Staff Engineer (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Todd Griffin, Colliers – todd.griffin@colliers.com (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

WARRANTY DEED

A123 REAL ESTATE VENTURES LLC, a Delaware limited liability company, ("**Grantor**"), whose address is c/o A123 Systems LLC, 39000 Seven Mile Road, Livonia, Michigan 48152, hereby conveys and warrants to **THE CITY OF NOVI**, a Michigan municipal corporation ("**Grantee**"), whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375, the premises situated in the City of Novi, Wayne County, Michigan, more specifically described as:

See **Exhibit A** attached hereto

for the sum of \$10.00 and other good and valuable consideration, subject to the exceptions set forth on **Exhibit B** attached hereto.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland 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.

[Remainder of page intentionally left blank]

[SIGNATURE PAGE TO WARRANTY DEED]

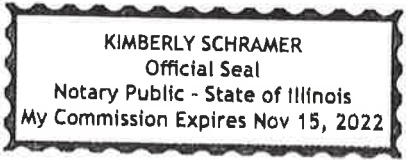
GRANTOR:

A123 REAL ESTATE VENTURES LLC,
a Delaware limited liability company

By: Paul G. Cumberland
Name: Paul G. Cumberland
Its: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

This instrument was acknowledged before me in Kane County, Illinois, on this 14th day of October, 2019, by Paul Cumberland, the Manager of A123 Real Estate Ventures LLC, a Delaware limited liability company, on behalf of the limited liability company.



Kimberly Schramer
Print Name of Notary Public: Kimberly Schramer
Notary Public, State of Illinois, County of Kane
My commission expires: 11/15/2022
Acting in the County of Kane

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies); thence continuing South 02 degrees 27 minutes 06 seconds East 1560.09 feet; thence North 86 degrees 57 minutes 38 seconds East 493.03 feet to the POINT OF BEGINNING; thence continuing North 86 degrees 57 minutes 38 seconds East 35.00 feet to the west line of Cabaret Drive (35-foot wide); thence along said west line South 02 degrees 27 minutes 06 seconds East 724.50 feet; thence North 82 degrees 00 minutes 35 seconds West 60.59 feet; thence North 47 degrees 46 minutes 11 seconds East 31.99 feet; thence North 02 degrees 27 minutes 06 seconds West 692.69 feet to the POINT OF BEGINNING.

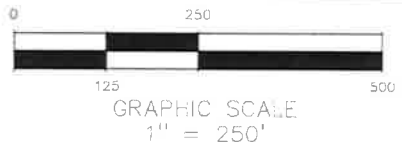
Tax I.D. Number: 50-22-15-126-016 (covers more land)

EXHIBIT B

PERMITTED EXCEPTIONS

1. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
2. Taxes and assessments that have become a lien against the property but are not yet due and payable.

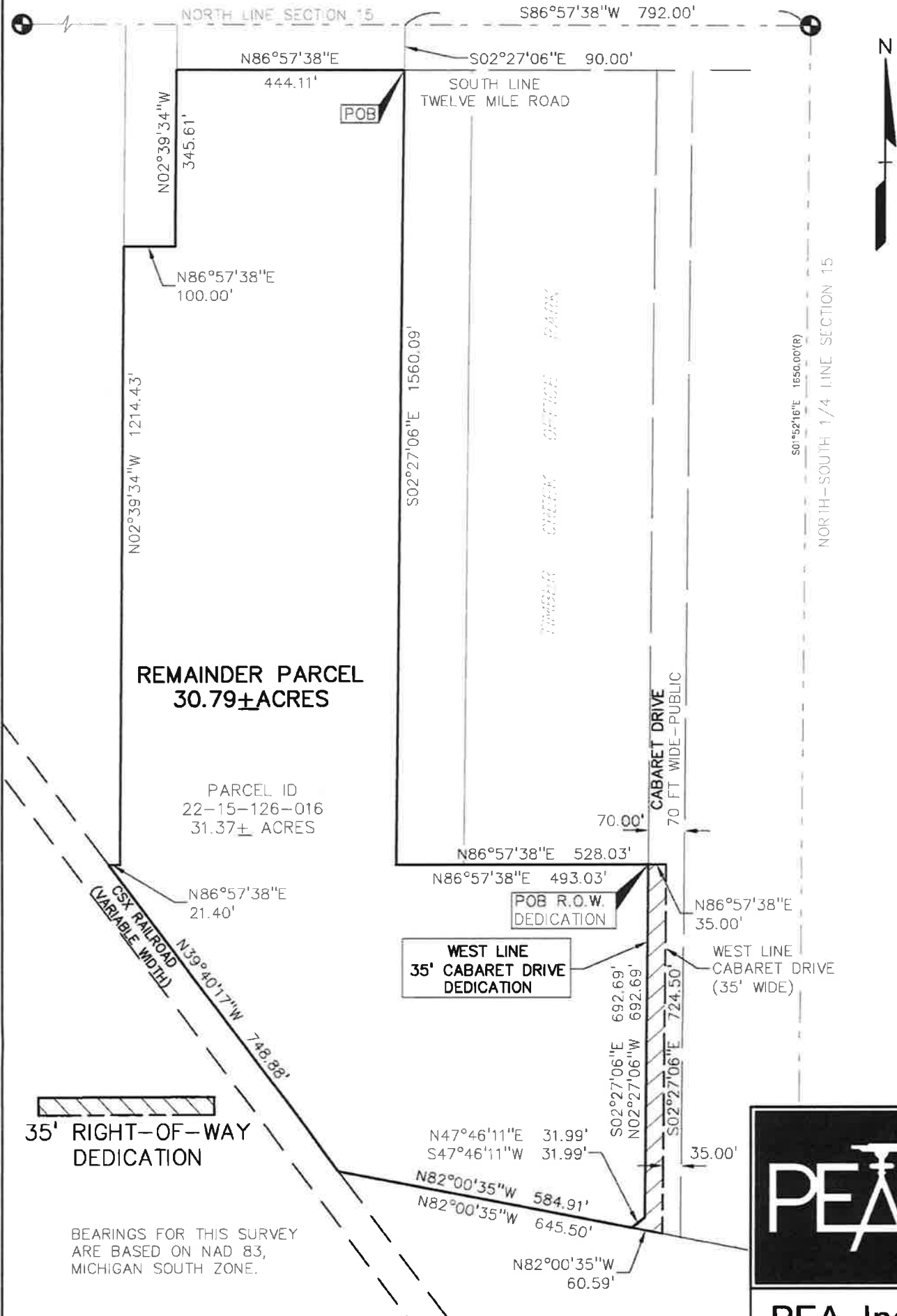
RIGHT-OF-WAY DEDICATION LAND DIVISION



NW CORNER
SECTION 15
T. 01N, R. 08E
CITY OF NOV
OAKLAND COUNTY, MI

TWELVE MILE ROAD
WIDTH VARIES—PUBLIC

N 1/4 CORNER
SECTION 15
T. 01N, R. 08E
CITY OF NOV
OAKLAND COUNTY, MI



35' RIGHT-OF-WAY DEDICATION

BEARINGS FOR THIS SURVEY
ARE BASED ON NAD 83,
MICHIGAN SOUTH ZONE.



PEA, Inc.

2430 Rochester Ct, Ste 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT:
ETKIN EQUITIES, LLC
29100 NORTHWESTERN HWY., SUITE 200
SOUTHFIELD, MICHIGAN 48304

SCALE: 1" = 250'

JOB No: 2016-312

DATE: 8-26-17

DWG. No: 1 OF 2

PARTIAL RELEASE OF MORTGAGE
(MICHIGAN)

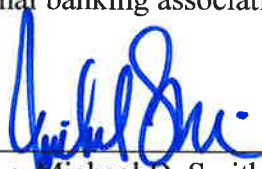
KNOW ALL MEN BY THESE PRESENTS, that **FIFTH THIRD BANK**, an Ohio banking corporation, as successor in interest to all rights and obligations of **MB FINANCIAL BANK, N.A.**, a national banking association, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby, without recourse, remise, release, convey and quit claim unto **A123 REAL ESTATE VENTURES LLC**, a Delaware limited liability company (“Mortgagor”) all interest it may have acquired in, through or by a certain Mortgage made by Mortgagor recorded with the Register of Deeds, Oakland County, Michigan (“Recorder”) on December 20, 2018 as Liber 52464 Page 457 (the “Mortgage”), which Mortgage encumbers that certain real estate described in the attached Exhibit A (the “Released Property”).

This Partial Release of Mortgage is being recorded to discharge the Mortgage from the Released Property described hereto. The Mortgage is and the lien created thereby are hereby released, terminated and discharged solely, only, and exclusively with respect to the Released Property.

[Signature Page Follows]

WITNESS my hand and seal this 24 day of October, 2019.

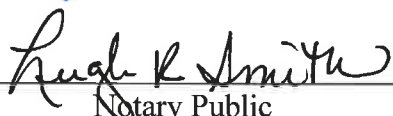
FIFTH THIRD BANK, an Ohio banking corporation, as successor in interest to all rights and obligations of **MB FINANCIAL BANK, N.A.**, a national banking association

By: 
Name: Michael D. Smith
Title: Senior Vice President

STATE OF ILLINOIS)
).ss
COUNTY OF ~~COOK~~ Kane)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael D. Smith, a Senior Vice President of **FIFTH THIRD BANK**, an Ohio banking corporation, as successor in interest to all rights and obligations of **MB FINANCIAL BANK, N.A.**, a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of October, 2019.


Notary Public

My Commission Expires: 1/26/2020



This instrument was prepared by and after recording mail to:

Holland & Knight LLP
150 N. Riverside Plaza, Ste. 2700
Chicago, Illinois 60606

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

A 20-foot wide parcel of land situated in a part of the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies); thence along said south line South 86 degrees 57 minutes 38 seconds West 444.11 feet; thence South 02 degrees 39 minutes 34 seconds East 345.61 feet; thence South 86 degrees 57 minutes 38 seconds West 100.00 feet; thence South 02 degrees 39 minutes 34 seconds East 1140.60 feet to the POINT OF BEGINNING of the CENTERLINE of this 20-foot wide easement for sanitary sewer; thence along said centerline North 89 degrees 25 minutes 38 seconds East 112.26 feet; thence North 51 degrees 10 minutes 27 seconds East 216.26 feet; thence South 51 degrees 10 minutes 27 seconds West 216.26 feet; thence South 70 degrees 02 minutes 31 seconds East 336.57 feet; thence South 03 degrees 02 minutes 22 seconds East 97.52 feet; thence South 63 degrees 02 minutes 22 seconds East 299.96 feet; thence North 86 degrees 57 minutes 38 seconds East 75.00 feet to the POINT OF ENDING of this 20-foot wide parcel of land.

PARCEL 2:

A parcel of land situated in the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies) and the POINT OF BEGINNING; thence continuing South 02 degrees 27 minutes 06 seconds East 1560.09 feet; thence North 86 degrees 57 minutes 38 seconds East 528.03 feet to the west line of Cabaret Drive (35 feet wide); thence along said west line South 02 degrees 27 minutes 06 seconds East 724.50 feet; thence North 82 degrees 00 minutes 35 seconds West 645.50 feet to the easterly line of the CSX Railroad (width varies); thence along said easterly line North 39 degrees 40 minutes 17 seconds West 748.88 feet; thence North 86 degrees 57 minutes 38 seconds East 21.40 feet; thence North 02 degrees 39 minutes 34 seconds West 1214.43 feet; thence North 86 degrees 57 minutes 38 seconds East 100.00 feet; thence North 02 degrees 39 minutes 34 seconds West 345.61 feet to the south line of said Twelve Mile Road; thence North 86 degrees 57 minutes 38 seconds East 444.11 feet to the POINT OF BEGINNING.

PARCEL 3:

A 20-foot wide parcel of land situated in a part of the Northwest 1/4 of Section 15, T.01 N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies); thence along said south line South 86 degrees 57 minutes 38 seconds West 444.11 feet; thence South 02 degrees 39 minutes 34 seconds East 345.61 feet; thence South 86 degrees 57 minutes 38 seconds West 100.00 feet; thence South 02 degrees 39 minutes 34 seconds East 388.46 feet to the POINT OF BEGINNING of the CENTERLINE of this 20-foot wide easement for water main; thence along said centerline North 86 degrees 57 minutes 38 seconds East 10.00 feet; thence South 02 degrees 39 minutes 34 seconds East 41.75 feet; thence South 25 degrees 09 minutes 34 seconds East 74.91 feet; thence South 03 degrees 02 minutes 22 seconds East 205.79 feet; thence South 03 degrees 02 minutes 22 seconds East 232.48 feet; thence South 86 degrees 57 minutes 38 seconds West 24.66 feet; thence North 86 degrees 57 minutes 38 seconds East 24.66 feet; thence South 03 degrees 02 minutes 22 seconds East 56.59 feet; thence South 48 degrees 02 minutes 22 seconds East 21.21 feet; thence North 86 degrees 57 minutes 04 seconds East 183.05 feet; thence South 03 degrees 02 minutes 56 seconds East 34.63 feet; thence North 03 degrees 02 minutes 56 seconds West 34.63 feet; thence North 86 degrees 57 minutes 04 seconds East 213.00 feet to a POINT "A"; thence North 03 degrees 02 minutes 22 seconds West 59.25 feet; thence North 86 degrees 57 minutes 38 seconds East 30.00 feet; thence South 86 degrees 57 minutes 38 seconds West 30.00 feet; thence North 03 degrees 02 minutes 22 seconds West 215.72 feet; thence North 48 degrees 02 minutes 22 seconds West 41.04 feet; South 86 degrees 57 minutes 38 seconds West 20.00 feet; thence North 03 degrees 02 minutes 22 seconds West 35.00 feet; thence South 03 degrees 02 minutes 22 seconds West 35.00 feet; thence South 86 degrees 57 minutes 38 seconds West 295.00 feet; thence South 03 degrees 02 minutes 22 seconds East 26.68 feet; thence North 03 degrees 02 minutes 22 seconds West 26.68 feet; thence South 86 degrees 57 minutes 38 seconds West 67.03 feet to POINT OF ENDING 1; thence from POINT "A" South 03 degrees 02 minutes 22 seconds East 393.05 feet; thence South 06 degrees 12 minutes 38 seconds West 51.69 feet; thence South 26 degrees 57 minutes 44 seconds West 73.49 feet; thence North 63 degrees 02 minutes 16 seconds West 41.61 feet; thence South 63 degrees 02 minutes 16 seconds East 41.61 feet; thence South 26 degrees 57 minutes 44 seconds West 43.01 feet; thence South 18 degrees 02 minutes 16 seconds East 9.99 feet; thence South 39 degrees 41 minutes 04 seconds East 235.06 feet; thence South 50 degrees 18 minutes 56 seconds West 29.75 feet; thence North 50 degrees 18 minutes 56 seconds East 29.75 feet; thence South 39 degrees 41 minutes 04 seconds East 6.19 feet; thence South 82 degrees 00 minutes 36 seconds East 246.07 feet; thence North 75 degrees 29 minutes 24 seconds East 26.44 feet; thence South 13 degrees 30 minutes 36 seconds East 27.40 feet; thence North 13 degrees 30 minutes 36 seconds West 27.40 feet; thence North 76 degrees 29 minutes 24 seconds East 73.37 feet; thence North 65 degrees 57 minutes 38 seconds East 56.86 feet to a POINT "B"; thence continuing North 65 degrees 57 minutes 38 seconds East 19.00 feet; thence North 20 degrees 27 minutes 38 seconds East 18.04 feet; thence North 03 degrees 02 minutes 22 seconds West 118.84 feet; thence North 25 degrees 32 minutes 22 seconds West 13.81 feet;

thence North 64 degrees 27 minutes 38 seconds East 30.53 feet; thence South 64 degrees 27 minutes 38 seconds West 30.53 feet; thence North 25 degrees 32 minutes 22 seconds West 66.20 feet; thence North 48 degrees 20 minutes 51 seconds West 17.93 feet; thence South 86 degrees 57 minutes 38 seconds West 112.48 feet; thence North 03 degrees 02 minutes 22 seconds West 33.78 feet; thence South 03 degrees 02 minutes 22 seconds East 33.78 feet; thence South 86 degrees 57 minutes 38 seconds West 117.58 feet; thence North 63 degrees 02 minutes 22 seconds West 65.93 feet; thence North 26 degrees 57 minutes 38 seconds East 36.00 feet; thence. South 26 degrees 57 minutes 38 seconds West 36.00 feet; thence North 63 degrees 02 minutes 22 seconds West 157.48 feet; thence North 83 degrees 47 minutes 22 seconds West 34.15 feet to POINT OF ENDING 2; thence continuing from POINT "B" South 24 degrees 02 minutes 22 seconds East 73.86 feet; thence South 45 degrees 00 minutes 00 seconds East 81.75 feet; thence Due East 16.31 feet to the POINT OF ENDING of this 20-foot wide easement for water main.

PARCEL 4:

A variable width parcel of land situated in a part of the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies); thence along said south line South 86 degrees 57 minutes 38 seconds West 444.11 feet; thence South 02 degrees 39 minutes 34 seconds East 345.61 feet; thence South 86 degrees 57 minutes 38 seconds West 100.00 feet; thence South 02 degrees 39 minutes 34 seconds East 825.11 feet to the POINT OF BEGINNING of this easement for woodlands; thence North 87 degrees 20 minutes 26 seconds East 22.38 feet; thence South 03 degrees 02 minutes 22 seconds East 99.20 feet; thence South 13 degrees 26 minutes 32 seconds East 37.20 feet; thence South 02 degrees 39 minutes 34 seconds East 272.05 feet; thence South 39 degrees 40 minutes 17 seconds East 691.67 feet; thence South 82 degrees 00 minutes 35 seconds East 110.68 feet; thence South 07 degrees 59 minutes 25 seconds West 30.00 feet to the southerly line of the subject parent parcel; thence along said southerly line North 82 degrees 00 minutes 35 seconds West 122.30 feet to the northeasterly line of the CSX Railroad; thence along said northeasterly line North 39 degrees 40 minutes 17 seconds West 748.88 feet; thence North 86 degrees 57 minutes 38 seconds East 21.40 feet; thence North 02 degrees 39 minutes 34 seconds West 389.31 to the POINT OF BEGINNING.

PARCEL 5:

A 20ft wide parcel of land situated in a port of the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01 N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width

varies); thence continuing South 02 degrees 27 minutes 06 seconds East 1560.09 feet; thence North 86 degrees 57 minutes 38 seconds East 52.00 feet to the POINT OF BEGINNING of this easement for wetlands; thence continuing North 86 degrees 57 minutes 38 seconds East 202.00 feet; thence South 03 degrees 02 minutes 22 seconds East 20_00 feet; thence South 86 degrees 57 minutes 38 seconds West 202.00 feet; thence North 03 degrees 02 minutes 22 seconds West 20.00 feet to the POINT OF BEGINNING.

PARTIAL RELEASE OF MORTGAGE
(MICHIGAN)

KNOW ALL MEN BY THESE PRESENTS, that **FIFTH THIRD BANK**, an Ohio banking corporation, as successor in interest to all rights and obligations of **MB FINANCIAL BANK, N.A.**, a national banking association, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby, without recourse, remise, release, convey and quit claim unto **A123 REAL ESTATE VENTURES LLC**, a Delaware limited liability company (“Mortgagor”) all interest it may have acquired in, through or by a certain Mortgage made by Mortgagor recorded with the Register of Deeds, Oakland County, Michigan (“Recorder”) on December 20, 2018 as Liber 52464 Page 457 (the “Mortgage”), which Mortgage encumbers that certain real estate described in the attached Exhibit A (the “Released Property”).

This Partial Release of Mortgage is being recorded to discharge the Mortgage from the Released Property described hereto. The Mortgage is and the lien created thereby are hereby released, terminated and discharged solely, only, and exclusively with respect to the Released Property.

[Signature Page Follows]

WITNESS my hand and seal this 24 day of October, 2019.

FIFTH THIRD BANK, an Ohio banking corporation, as successor in interest to all rights and obligations of **MB FINANCIAL BANK, N.A.**, a national banking association

By: *Michael D. Smith*
Name: Michael D. Smith
Title: Senior Vice President

STATE OF ILLINOIS)
).ss
COUNTY OF ~~COOK~~ Kank

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael D. Smith, a Senior Vice President of **FIFTH THIRD BANK**, an Ohio banking corporation, as successor in interest to all rights and obligations of **MB FINANCIAL BANK, N.A.**, a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of October, 2019.

Leigh R. Smith
Notary Public

My Commission Expires: 1/26/2020



This instrument was prepared by and after recording mail to:

Holland & Knight LLP
150 N. Riverside Plaza, Ste. 2700
Chicago, Illinois 60606

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies); thence continuing South 02 degrees 27 minutes 06 seconds East 1560.09 feet; thence North 86 degrees 57 minutes 38 seconds East 493.03 feet to the POINT OF BEGINNING; thence continuing North 86 degrees 57 minutes 38 seconds East 35.00 feet to the west line of Cabaret Drive (35-feet wide); thence along said west line South 02 degrees 27 minutes 06 seconds East 724.50 feet; thence North 82 degrees 00 minutes 35 seconds West 60.59 feet; thence North 47 degrees 46 minutes 11 seconds East 31.99 feet; thence North 02 degrees 27 minutes 06 seconds West 692.69 feet to the POINT OF BEGINNING.

Tax I.D. Number: 50-22-15-126-016 (covers more land)

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 24, 2020

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: A123 Systems JSP 17-0021
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Herczeg:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the A123 Systems development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line. The signature is stylized and fluid.

Elizabeth Kudla Saarela

Enclosures

Jeffrey Herczeg, Director of Public Works
City of Novi
February 24, 2020
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Madeleine Kopko, Planning Assistant (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Victor Boron, Civil Engineer (w/Enclosures)
Rebecca Runkel, Staff Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Todd Griffin, Colliers (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 14th day of October, 2019, by and between A123 Real Estate Ventures LLC, a Delaware limited liability company, whose address is c/o A123 Systems LLC, 39000 Seven Mile Road, Livonia, Michigan 48152 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 15 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 lab space/assembly building development on the Property.
- B. The office/lab space/assembly building development, shall contain certain storm drainage, detention 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.
- C. Based on the topography of the site, the storm drainage detention basin elevation prohibits drainage by gravity and shall require storm drainage facilities, consisting of a pumped outlet from the basin, with a redundant pump and a backup generator (the basin, the redundant pump and a backup generator are hereinafter identified as the "Storm Drainage Facilities") to discharge storm water in accordance with all approved plans, and all applicable ordinances, laws and regulations.
- D. Owner obtained a variance to operate and maintain the pumped outlet in accordance with the terms and conditions of the City's Engineering Design Manual, as amended from time to time.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair the Storm Drainage Facilities which are part of the system, to ensure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Maintenance Plan") for such facilities and areas to ensure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The current Maintenance Plan is described in the attached and incorporated **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 Drainage Facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the Storm Drainage Facilities 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 percent (25%) of the total of such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

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

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

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

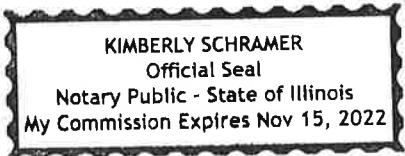
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER
A123 Real Estate Ventures LLC, a Delaware limited liability company

By: Paul J. Cumberland
Its: MANAGER

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

This instrument was acknowledged before me in Kane County, Illinois, on this 14th day of October, 2019, by Paul J. Cumberland, the MANAGER of A123 Real Estate Ventures LLC, a Delaware limited liability company, on behalf of the limited liability company.



Kimberly Schramer
Print Name of Notary Public: Kimberly Schramer
Notary Public, State of Illinois, County of Kane
My commission expires: 11/15/2022
Acting in the County of Kane

<p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 W. Twelve Mile Road, Suite 250 Farmington Hills, MI 48331</p>	<p>And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375</p>
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EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Novi, County of Oakland, State of Michigan

Parcel 1: That part of the Northwest quarter of Section 15, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as: The West 396 feet of the North 825 feet of the East half of the Northwest quarter of said Section 15, EXCEPTING THEREFROM the West 100 feet of the North 435.60 feet thereof.

Parcel 2: Part of the Northwest 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point on the North line of Section 15, also being the centerline of 12 Mile Road, distant South 87 degrees 32' 25" West 792.00 feet from the North 1/4 corner of Section 15, Town 1 North, Range 8 East; and proceeding, Thence South 01 degrees 52' 16" East 1,650.00 feet; Thence South 87 degrees 32' 25" West 544.56 feet; Thence North 01 degrees 52' 16" West 825.00 feet; Thence North 87 degrees 32' 25" East 503.00 feet; Thence North 01 degrees 52' 16" West 825.00 feet; Thence along the North line of Section 15, also being the centerline of 12 Mile Road, North 87 degrees 32' 25" East 41.56 feet to the point of beginning.

Parcel 3: Part of the Northwest 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point on the North line of Section 15, also being the centerline of 12 Mile Road, distant South 87 degrees 32' 25" West 833.56 feet from the North 1/4 corner of Section 15, Town 1 North, Range 8 East; and proceeding, Thence South 01 degrees 52' 16" East 825.00 feet; Thence South 87 degrees 32' 25" West 107.00 feet; Thence North 01 degrees 52' 16" West 825.00 feet; Thence along the North line of Section 15, also being the centerline of 12 Mile Road, North 87 degrees 32' 25" East 107.00 feet to the point of beginning.

EXCEPTING FROM said Parcels 1, 2 and 3, the following described land: That part of the Northwest 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, further described as: Beginning at a point on the North line of said Section 15, also the centerline of Twelve Mile Road, said point located 792 feet, South 87 degrees 32' 25" West, from the North 1/4 corner of said Section 15; Thence South 01 degrees 52' 16" East 90.00 feet; Thence South 87 degrees 32' 25" West 444.56 feet; Thence North 01 degrees 52' 16" West 90.00 feet to the North line of said Section 15 and the centerline of Twelve Mile Road; Thence North 87 degrees 32' 25" East, on said common line, 444.56 feet to the point of beginning.

Parcel 4: Part of the Northwest 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point on the North and South 1/4 line of Section 15, distant South 01 degrees 52' 16" East 1,650.00 feet from the North 1/4 corner of Section 15, Town 1 North, Range 8 East; and proceeding, Thence South 01 degrees 52' 16" East 775.25 feet; Thence North 81 degrees 25' 46" West 905.36 feet; Thence along the Northeasterly line of the railroad right-of-way North 39 degrees 02' 16" West 749.63 feet; Thence North 87 degrees 32' 25" East 1,343.31 feet to the point of beginning.

EXCEPTING FROM said Parcel 4, the following described land: That part of the Northwest 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the North 1/4 corner of said Section 15; Thence South 01 degrees 52' 22" East, 1650.09 feet along the North-South 1/4 line of said Section 15 to the point of beginning; Thence South 01 degrees 52' 22" East, 775.85 feet along said North-South line to a point on the North line of Detroit Edison Wixom-Sunset Corridor; Thence North 81 degrees 25' 51" West, 268.45 feet along said line; Thence North 01 degrees 52' 22" West, 724.51 feet; Thence North 87 degrees 32' 34" East, 264.01 feet to the point of beginning.

Tax I.D. Number: 50-22-15-126-016

EXHIBIT B

MAINTENANCE PLAN

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION (RESPONSIBILITY OF CONTRACTOR)									
TASKS	COMPONENTS	Catch Basin, Inlets, Manholes, Temp. Outlet Control Structure	Storm Sewer Pipes	Rip-Rap	Swales	Pump Station	Detention Basin	Overflow Spillway	SCHEDULE
Removal of accumulated sediment	X	X		X	X	X	X	As directed by Storm Water Operator inspections, and prior to project turn over	
Inspect for floatables and debris	X	X	X	X	X	X	X	Quarterly	
Remove floatables and debris	X	X	X	X	X	X	X	As directed by Storm Water Operator inspections, and prior to project turn over	
Inspect for site erosion			X	X		X	X	Weekly	
re-establish vegetation in eroded areas				X		X	X	As directed by Storm Water Operator inspections, and prior to project turn over	
Inspect storm water system and components during wet weather and compare to plans	X	X			X	X	X	As required and at project turn over	
Make adjustments or replacements as determined by annual wet weather inspection.	X	X	X	X	X	X	X	As required	
Inspect, remove and repair or replace faulty mechanical and electrical components					X			As required	
Keep copies of all storm water operator reports and make available to City of Novi Personnel	X	X	X	X	X	X	X	Annually	
Pavement sweeping								Weekly or as required	

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE POST CONSTRUCTION (RESPONSIBILITY OF OWNER/ OWNER'S SITE MAINTENANCE PROVIDER)												
TASKS	COMPONENTS	Catch Basin, Inlets, Manholes	Storm Sewer Pipes	Rip-Rap	Swales	Pump Station	Detention Basin	Overflow Spillway	SCHEDULE	ESTIMATED ANNUAL BUDGET		
										1st year	2nd year	3rd year
Inspect for accumulated sediment	X	X		X	X	X	X	Annually	\$75	\$75	\$75	
Removal of accumulated sediment	X	X		X	X	X	X	Annually first 2 years, then as required	\$500	\$500	\$0	
Inspect for floatables and debris	X	X	X	X	X	X	X	Annually	\$75	\$75	\$75	
Remove floatables and debris	X	X	X	X	X	X	X	Annually	\$100	\$50	\$50	
Inspect for site erosion			X	X		X	X	Annually	\$75	\$75	\$75	
re-establish vegetation in eroded areas				X		X	X	Annually	\$400	\$200	\$200	
Inspect storm water system and components during wet weather and compare to as-built plans (by professional engineer, reporting to maintenance financing company)	X	X	X	X	X	X	X	Annually	\$125	\$125	\$125	
Make adjustments or replacements as determined by annual wet weather inspection.	X	X	X	X	X	X	X	As required	\$150	\$0	\$250	
Inspect, remove and repair or replace faulty mechanical and electrical components					X			Annually	\$150	\$150	\$150	
Keep records of all inspections and maintenance activities and make available to City of Novi Personnel								Annually	\$0	\$0	\$0	
TOTAL BUDGET:									\$1650	\$1250	\$1000	

EXHIBIT C

EASEMENT AREA

An easement for Storm Drainage Facilities maintenance on a parcel of land situated in the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies) and the POINT OF BEGINNING; thence continuing South 02 degrees 27 minutes 06 seconds East 1560.09 feet; thence North 86 degrees 57 minutes 38 seconds East 528.03 feet to the west line of Cabaret Drive (35 feet wide); thence along said west line South 02 degrees 27 minutes 06 seconds East 724.50 feet; thence North 82 degrees 00 minutes 35 seconds West 645.50 feet to the easterly line of the CSX Railroad (width varies); thence along said easterly line North 39 degrees 40 minutes 17 seconds West 748.88 feet; thence North 86 degrees 57 minutes 38 seconds East 21.40 feet; thence North 02 degrees 39 minutes 34 seconds West 1214.43 feet; thence North 86 degrees 57 minutes 38 seconds East 100.00 feet; thence North 02 degrees 39 minutes 34 seconds West 345.61 feet to the south line of said Twelve Mile Road; thence North 86 degrees 57 minutes 38 seconds East 444.11 feet to the POINT OF BEGINNING.

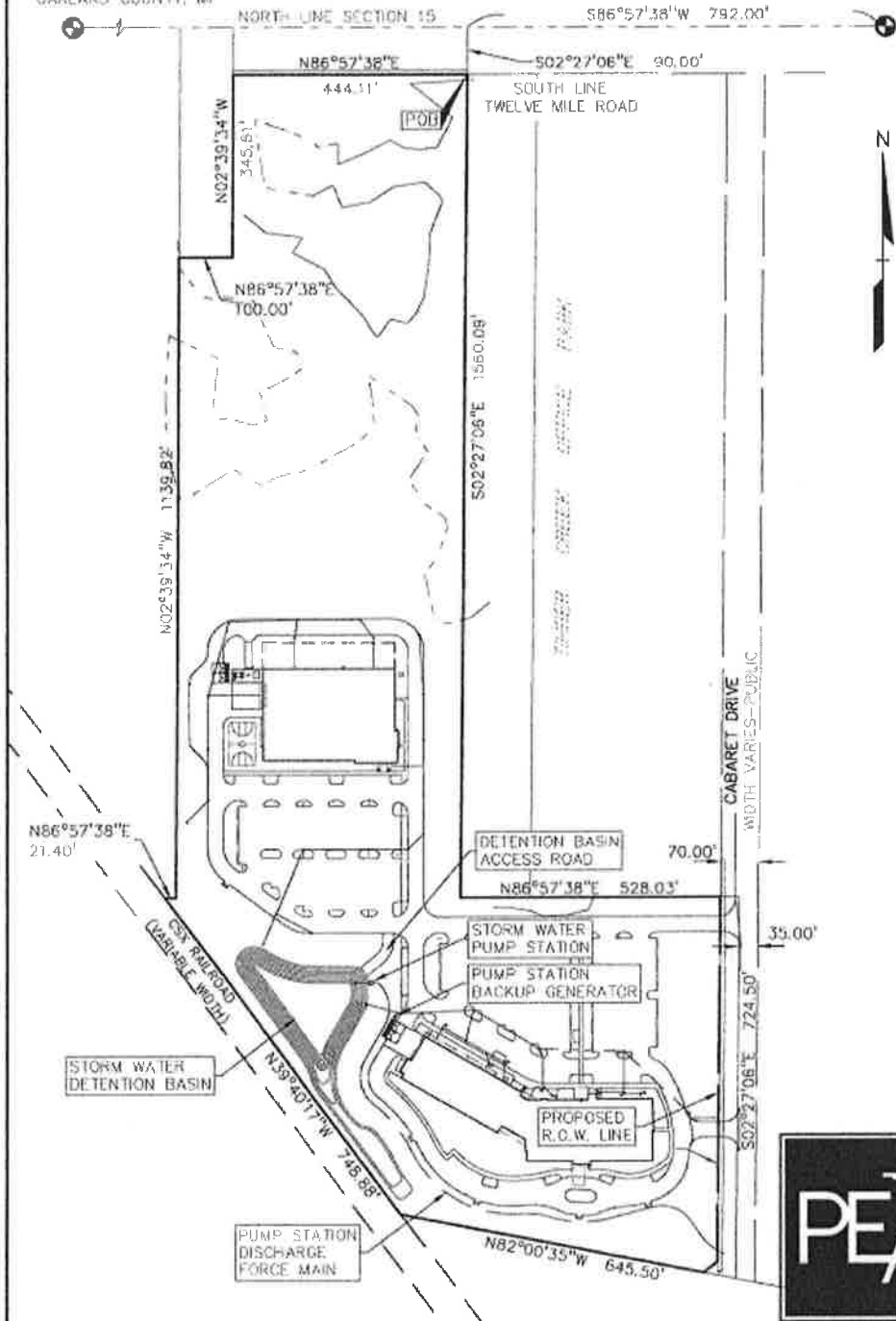
EXHIBIT "D"
SKETCH OF STORM DRAINAGE FACILITIES



NW CORNER
SECTION 15
T. 01N., R. 08E
CITY OF NOV
OAKLAND COUNTY, MI

TWELVE MILE ROAD
WIDTH VARIES-PUBLIC

N 1/4 CORNER
SECTION 15
T. 01N., R. 08E
CITY OF NOV
OAKLAND COUNTY, MI



PEA, Inc.
2400 Rochester Ct. Ste 100
Troy, MI 48063-1872
T: 248 689 5090
F: 248 689 1044
www.peainc.com

CLIENT:
ETKIN EQUITIES, LLC
29100 NORTHWESTERN HWY., SUITE 200
SOUTHFIELD, MICHIGAN 48304

SCALE: 1" = 250'
DATE: 8-29-17

JOB No: 2016-312
DWG. No: 4 of 4

February 10, 2020

Jeff Herczeg
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: A123 Fountain Park - Acceptance Documents Review
Novi # JSP17-0021
SDA Job No. NV18-206
FINAL DOCUMENTS – EXHIBITS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on February 7, 2020 against the Final Site Plan (Stamping Set) approved on April 5, 2018 and our as-built field records. We offer the following comments:

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

1. On-Site Water System Easement
(executed 10/3/19)
Legal Description Approved.
2. On-Site Sanitary Sewer Easement
(executed 10/18/19)
Legal Description Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement
(executed 10/3/19)
Exhibits A, B, C, & D approved.
4. Warranty Deed for Road Right-of-Way (Cabaret Drive)
(executed 10/3/19)
Exhibits Approved
5. Bills of Sale: Sanitary Sewer System and Water Supply System
PROVIDED – APPROVED
6. Full Unconditional Waivers of Lien from contractors installing public utilities
PROVIDED – APPROVED
7. Sworn Statement signed by Developer
PROVIDED – APPROVED

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted

to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated March 5, 2018 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Taylor E. Reynolds, PE
Senior Project Engineer

Cc (via Email): Victor Boron, City of Novi
 Michael Freckelton, Spalding DeDecker
 Courtney Hanson, City of Novi
 Madeleine Kopko, City of Novi
 Sarah Marchioni, City of Novi
 Ted Meadows, Spalding DeDecker
 Kate Richardson, City of Novi
 Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
 Angie Sosnowski, City of Novi