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CITY of NOVI CITY COUNCIL

Agenda Item F
December 19, 2011

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from HCP Land, LLC, for the Haggerty Corridor Corporate Park – Phase II development located between 13 and 14 Mile Roads and between M-5 and Haggerty Road, in Section 1 (parcels 22-01-200-041 & 042 and 22-01-400-022, 025, 026 & 027).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *R14 B1C*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

HCP Land, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the Haggerty Corridor Corporate Park – Phase II site, located between 13 and 14 Mile Roads and between M-5 and Haggerty Road (in Section 1 of the City of Novi). The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the storm water 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.

The enclosed Agreement has been favorably reviewed by the City Attorney (Beth Kudla's September 23, 2008 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from HCP Land, LLC, for the Haggerty Corridor Corporate Park – Phase II development located between 13 and 14 Mile Roads and between M-5 and Haggerty Road, in Section 1 (parcels 22-01-200-041 & 042 and 22-01-400-022, 025, 026 & 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				

HCCP - PHASE II

Location Map

Haggerty Corridor Corporate Park - Phase II
 22-01-200-041 & 042
 22-01-400-022, 025, 026 & 027



Map Author: Aaron J. Steup
 Date: December 8, 2011
 Project: Haggerty Corridor Corp. Park - Phase II
 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 137 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

Feet

0 105 210 1425 = 506 660 840



September 23, 2008

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

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

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

**Re: Haggerty Corridor Corporate Park, Phase II, SP06-41
Utilities Review for Acceptance
Our File No. 660122 NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents regarding the Haggerty Corridor Corporate Park, Phase II.

1. Water Main Easement
2. Sanitary Sewer Easement
3. Storm Sewer Easement
4. Highway & Utility Easement
5. Pump Station Access Easement
6. Bill of Sale
7. Declaration of Easements, Covenants, Conditions and Restrictions for Storm Water and Surface Drainage
8. Storm Drainage Facility Maintenance Easement Agreement
9. Maintenance and Guarantee Bond
10. Commitment for Title Insurance

We have the following comments relating to the above-named documents.

HCP Land, LLC, seeks to convey the on-site sanitary sewer, roadway storm sewer, and water system facilities and corresponding easements to operate, maintain, repair and replace the facilities over, upon and through the subject property in Section 1 of the City to the City of Novi. Additionally a Pump Station Access Easement and Highway and Utility Easement have been provided. Our office has reviewed and approves the format and language of the Sanitary Sewer, Storm Sewer, Highway & Utility, Water Main and Pump Station Access Easements. We also approve the Bill of Sale for water, sanitary sewer and storm sewer facilities. We recommend acceptance of the easements and corresponding facilities subject to the City consulting engineer's approval of the Exhibits.

HCP Land, LLC also seeks to convey a storm water and surface drainage easement, in the form of a Declaration of Covenants, Conditions and Restrictions,

COUNSELORS AT LAW

Rob Hayes, City Engineer
September 23, 2008
Page 2

to allow surface drainage to flow over the described easement area to the Seeley Drain. The format and content of the Declaration is acceptable subject to approval of the Exhibits by Engineering.

The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable subject to approval of the Exhibits by Engineering.

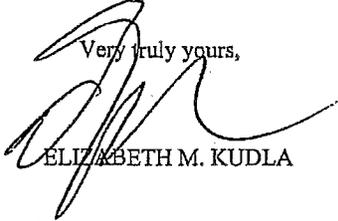
The Sidewalk Easement is for nature trails as approved by the City in accordance with the site plan. The terms of the Sidewalk Easement are the City's standard terms the Easement is acceptable subject to approval of the Exhibits by Engineering.

The Maintenance and Guarantee Bond is in the City's standard format and is acceptable subject to confirmation of the amount of the Maintenance and Guarantee Bond by the City's consulting engineer.

Once the water, sanitary sewer and storm sewer facilities and corresponding easements are approved and accepted by *Affidavit of the City Engineer*, the original Water, Storm Sewer, Sanitary Sewer System, Highway & Utility, and Pump Station Access Easements and the Declaration should be recorded by the City Clerk's Office with the Register of Deeds. The Bills of Sale, Maintenance and Guarantee Bond, and the Commitment for Title Insurance should be maintained in the City's file.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C(w/enc.): Maryanne Cornelius, Clerk (w/Originals)
Marina Neumaier, Assistant Finance Director
Charles Boulard, Building Official
Barb McBeth, Deputy Community Development Director
Aaron Staup, Construction Engineering Coordinator
Taylor Reynolds, Spalding DeDecker
Sarah Marchioni, Building Department
Julie Chalmers, HCP Land, LLC
Thomas R. Schultz, Esquire

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STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS AGREEMENT is made this 16th day of May, 2008, by and between HCP Land LLC, a Michigan limited liability company, whose address is 39000 Country Club Drive; Farmington Hills, MI 48331 (hereinafter the "Owner"), and the City of Novi, a Michigan Municipal Corporation, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 1 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/research office building development on the Property (the "Development").

B. The Development, shall contain certain storm drainage facilities, including catch basins and storm sewer piping, 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 piping and catch basins, 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 piping and catch basins in the manner set forth in Schedule B, 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 for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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

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

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

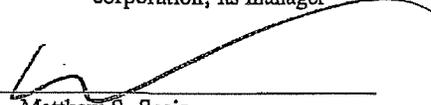
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

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

A R Decker & Associates
Consulting Engineers
Civil — Structural
920 East Long Lake Road
Troy, Michigan 48085
Telephone (248) 528-3779
Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'A' (PAGE 1 OF 3)
LEGAL DESCRIPTION

DATE: 5/8/08

OVERALL PROPERTY DESCRIPTION OF ENTIRE PARCEL:

A PARCEL OF LAND WHICH IS PART OF THE EAST 1/2 OF SECTION 1, T.1N., R.8E., CITY OF NOV, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, THENCE N.02°30'06"W., 632.02 FEET (RECORDED AS N.02°30'04"W. 632.02 FEET) ALONG THE EAST LINE OF SECTION 1 AND THE CENTERLINE OF HAGGERTY ROAD TO THE POINT OF BEGINNING; THENCE S.85°30'21"W., 33.33 FEET TO A POINT ON THE 33 FT. RIGHT OF WAY LINE OF HAGGERTY ROAD; THENCE S.85°30'21"W., 242.42 FEET (RECORDED AS 242.73 FEET); THENCE N.02°02'32"W., 467.58 FEET; THENCE S.87°57'28"W., 162.89 FEET; THENCE S.13°30'29"W., 174.90 FEET; THENCE S.41°04'28"W., 75.81 FEET; THENCE S.87°29'56"W., 312.43 FEET; THENCE S.44°08'59"W., 370.52 FEET; THENCE ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 165.24 FEET, HAVING A RADIUS OF 455.00 FEET, A DELTA OF 20°48'26", AND A LONG CHORD THAT BEARS S.04°00'45"E., 164.33 FEET; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 173.17 FEET, HAVING A RADIUS OF 570.00 FEET, A DELTA OF 17°24'24", AND A LONG CHORD THAT BEARS S.02°18'44"E., 172.50 FEET; THENCE S.11°00'55"E., 189.03 FEET TO THE NORTH RIGHT OF WAY LINE OF THIRTEEN MILE ROAD; THENCE ALONG THE NORTH RIGHT OF WAY OF SAID THIRTEEN MILE ROAD, S.77°54'36"W., 117.25 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 176.08 FEET (176.06 FT. RECORDED) ALONG THE NORTH ROW LINE OF THIRTEEN MILE ROAD, HAVING A RADIUS OF 5639.58 FEET, A DELTA OF 1°47'20" AND LONG CHORD THAT BEARS S.78°58'23"W., 176.08 FEET (RECORDED AS S.78°58'23"W., 176.05 FEET); THENCE ALONG THE INTERNATIONAL TRANSMISSION COMPANY BOUNDARY LINE FOR THE FOLLOWING THREE COURSES: 1. N.02°54'28"W., 708.68 FEET (RECORDED AS N.02°54'56"W., 708.37 FEET); THENCE 2. S.85°15'02"W., 90.05 FEET (RECORDED AS S.85°15'34"W., 90.04 FEET); THENCE 3. S.02°54'28"E., 716.54 FEET (RECORDED AS S.02°54'56"E., 716.25 FEET) TO A POINT ON A CURVE ON THE NORTH RIGHT OF WAY LINE OF THIRTEEN MILE ROAD; THENCE ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 498.04 FEET (RECORDED AS 495.89 FEET), HAVING A RADIUS OF 5639.58 FEET, A DELTA OF 5°02'22" (RECORDED AS 5°02'17") AND A LONG CHORD THAT BEARS S.83°15'33"W., 495.88 FEET (RECORDED AS S.83°14'22"W., 495.73 FEET); THENCE N.04°27'15"W., 15.08 FEET (RECORDED AS N.04°14'30"W., 15.00 FEET) TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 173.35 FEET (RECORDED AS 173.70 FEET), ALONG THE NORTH LINE OF THIRTEEN MILE ROAD, HAVING A RADIUS OF 5624.58 FEET, A DELTA OF 1°45'57" (RECORDED AS 1°46'10") AND A LONG CHORD THAT BEARS S.86°44'01"W., 173.34 FEET (RECORDED AS S.86°38'35"W., 173.70 FEET); THENCE S.87°17'58"W., 163.56 FEET (RECORDED AS S.87°31'40"W., 163.06 FEET) ALONG THE NORTH RIGHT OF WAY LINE OF THIRTEEN MILE ROAD TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF M - 5 FREEWAY; THENCE ALONG THE EAST RIGHT OF WAY LINE OF M - 5 FREEWAY THE FOLLOWING FIVE COURSES: 1. N.02°26'23"W., 516.95 FEET (RECORDED AS N.02°27'44"W., 516.46 FEET); THENCE 2. S.87°39'29"W., 49.67 FEET (RECORDED AS S.87°32'16"W., 50.00 FEET); THENCE 3. N.02°28'25"W., 710.54 FEET (RECORDED AS N.02°27'44"W., 710.15 FEET) TO A POINT OF CURVE; 4. THENCE ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 1453.12 FEET (RECORDED AS 1453.54 FEET), HAVING A RADIUS OF 11320.16 FEET, A DELTA OF 7°21'17" (RECORDED AS 7°21'25") AND A LONG CHORD THAT BEARS N.01°13'05"E., 1452.12 FEET (RECORDED AS N.01°12'59"E., 1452.54 FEET); THENCE 5. N.04°53'47"E., 1198.27 FEET (RECORDED AS N.04°53'47"E., 1198.00 FEET); THENCE N.86°48'52"E., 2037.15 FEET (RECORDED AS 2037.14 FEET) TO THE WEST RIGHT OF WAY LINE OF HAGGERTY ROAD, BEING 60 FEET WEST OF THE EAST LINE OF SAID SECTION 1; THENCE S.02°30'29"E., ALONG THE 60.00 FOOT RIGHT OF WAY LINE OF HAGGERTY ROAD 636.92 FEET (RECORDED AS S.02°30'22"E., 637.15 FEET); THENCE N.86°43'14"E., 60.01 FEET (RECORDED AS N.86°43'09"E. 60.01 FEET) TO A POINT IN THE CENTERLINE OF HAGGERTY ROAD AND ON THE EAST LINE OF SAID SECTION 1; THENCE S.02°30'29"E. ON THE CENTERLINE OF HAGGERTY ROAD AND EAST LINE OF SECTION 1, 637.50 FEET (RECORDED AS S.02°30'22"E., 637.11 FEET) TO THE EAST 1/4 CORNER OF SAID SECTION 1, AS RECORDED ON L.C.R.C. LIBER 16850, PAGE 438 O.C.R.; THENCE S.02°30'06"E., 1992.26 FEET (RECORDED AS S.02°30'04"E. 1992.59 FEET) ALONG THE EAST LINE OF SAID SECTION 1 AND THE CENTERLINE OF HAGGERTY ROAD TO THE POINT OF BEGINNING. CONTAINING 179.00 ACRES (TOTAL) AND 176.99 ACRES (NET).

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS AND RIGHTS OF WAY OF RECORD INCLUDING THE FOLLOWING EASEMENTS, WHICH ARE CALLED OUT IN TITLEWORK SUPPLIED BY CLIENT, COMMITMENT NUMBER 5-584199:

5. EASEMENT FOR DETROIT EDISON COMPANY AS RECORDED IN LIBER 3247, PAGE 58, LIBER 3247 PAGE 59 AND IN LIBER 3247 PAGE 60.
6. EASEMENT FOR DETROIT EDISON COMPANY AS RECORDED IN LIBER 4327, PAGE 587 WHICH HAS BEEN AMENDED BY AFFIDAVIT RECORDED IN LIBER 4338, PAGE 558; ALSO IN LIBER 4327, PAGE 588 WHICH HAS BEEN AMENDED BY AFFIDAVIT RECORDED IN LIBER 4338, PAGE 556, AND IN LIBER 4341, PAGE 374 WHICH HAS BEEN AMENDED BY AFFIDAVIT RECORDED IN LIBER 4353, PAGE 253 AND NOW HELD BY INTERNATIONAL TRANSMISSION COMPANY AND THE DETROIT EDISON COMPANY.
7. EASEMENT FOR DETROIT EDISON AS RECORDED IN LIBER 4504, PAGE 595.
8. EASEMENT FOR GRADING IN HIGHWAY PURPOSES AS RECORDED IN LIBER 4854, PAGE 427 AND IN LIBER 8119, PAGE 854.
9. EASEMENT FOR ROAD DRAINAGE AS RECORDED IN LIBER 4862, PAGE 282.
13. SANITARY SEWER EASEMENT AS RECORDED IN LIBER 22132, PAGE 163; ALSO IN LIBER 22132, PAGE 169; ALSO IN LIBER 22132, PAGE 171 AND ALSO IN LIBER 22132, PAGE 173.
14. RIGHT OF WAY FOR THE SEELEY DRAIN DRAINAGE DISTRICT AS RECORDED IN LIBER 39481, PAGE 258.

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EXHIBIT 'A' (PAGE 2 OF 3)
PROPOSED BASIN ACCESS EASEMENT

DATE: 5/8/08

PROPOSED BASIN ACCESS EASEMENT

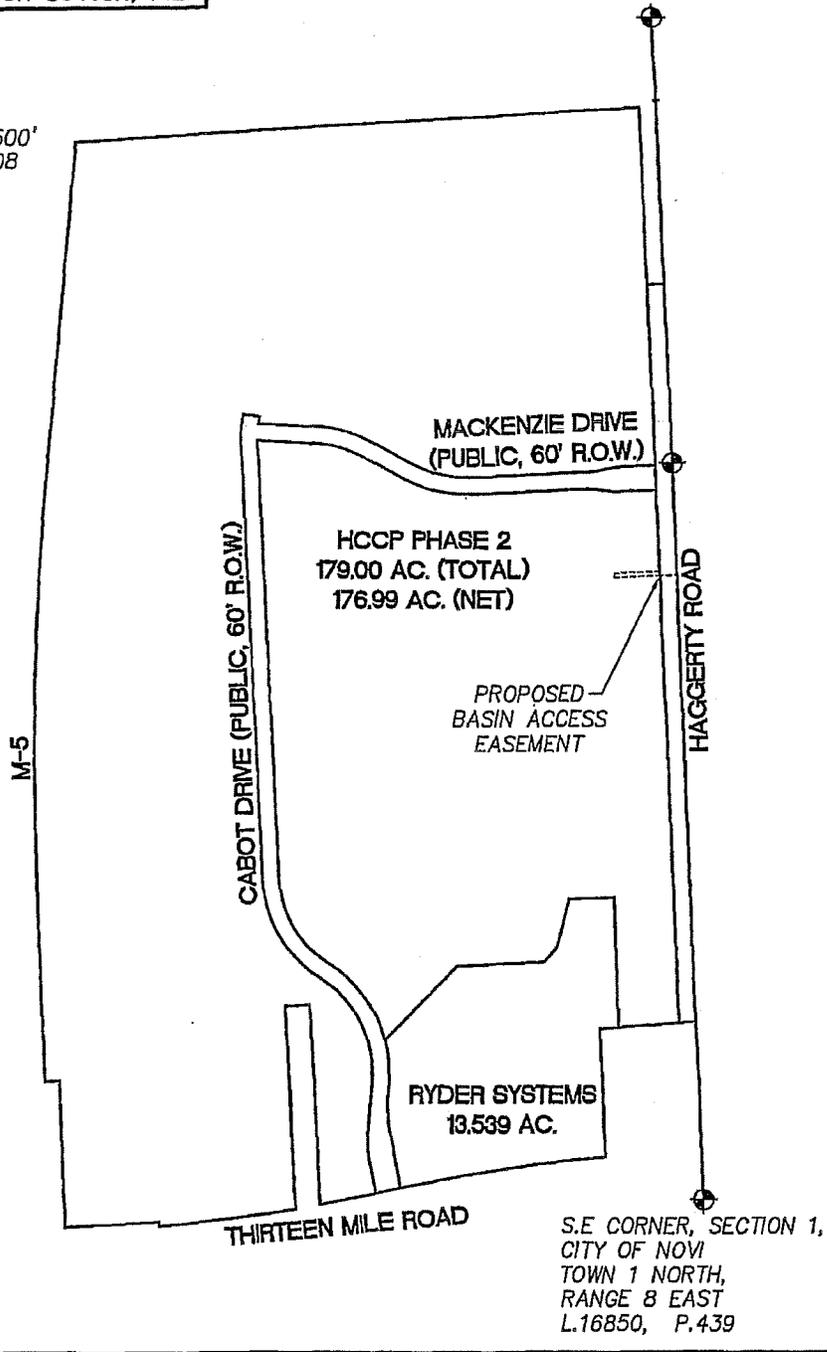
A PARCEL OF LAND, PART OF THE EAST 1\2 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED N02°30'06"W, 1590.57 FEET ALONG THE EAST LINE OF SECTION 1 AND S87°29'54"W, 60.00 FEET TO THE POINT OF BEGINNING FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE S87°29'40"W, 163.17 FEET; THENCE N02°30'21"W, 15.00 FEET; THENCE N87°29'40"E, 163.17 FEET; THENCE S02°30'06"E, 15.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

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EXHIBIT 'A' (PAGE 3 OF 3)
PROPOSED BASIN ACCESS EASEMENT



SCALE: 1" = 500'
DATE: 5/8/08



SCHEDULE OF MAINTENANCE

With respect to storm water forebay, Owner agrees to regularly clean each forebay as required. The forebays will be inspected after several rain events in the first year after construction to observe the amount of sediment collected and determine an appropriate cleaning schedule. Each forebay shall have a fixed sediment depth marker to measure the amount of sediment that has accumulated. The sediment shall be removed when half of the sediment storage capacity has been filled in. After a cleaning schedule is implemented, inspections will continue to determine the adequacy of the schedule. Inspections will be performed following storms larger than design. Forebays will normally be cleaned by pumping the standing water out of the basin and digging the sediment out of the basin with normal construction equipment then hauling the contents to an approved disposal site.

ESTIMATED THREE (3) YEAR MAINTENANCE BUDGET

There are six (6) forebay basins on the property. It is estimated that the it will cost \$1,000.00 to clean out each forebay every eighteen (18) months. Thus, the three (3) year cost for cleaning out the six (6) forebays is estimated at \$ 12,000.00.

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EXHIBIT 'C' (PAGE 1 OF 5)
PROPOSED DETENTION
BASIN EASEMENT

DATE: 5/5/08

DETENTION BASIN EASEMENT (1)

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, 687.32 FEET ALONG THE EAST LINE OF SECTION 1 AND S87°29'54"W, 303.03 FEET TO THE POINT OF BEGINNING FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE S17°27'35"W, 35.42 FEET; THENCE S69°57'41"W, 26.20 FEET; THENCE S87°53'41"W, 32.51 FEET; THENCE N83°49'32"W, 14.80 FEET; THENCE N37°00'01"W, 44.00 FEET; THENCE N01°46'12"W, 50.55 FEET; THENCE N09°40'25"W, 37.62 FEET; THENCE N75°44'20"W, 33.95 FEET; THENCE N79°06'18"W, 31.44 FEET; THENCE N88°22'49"W, 46.58 FEET; THENCE N18°36'22"W, 15.30 FEET; THENCE N14°07'10"W, 45.93 FEET; THENCE N36°22'23"E, 56.17 FEET; THENCE N53°10'08"E, 17.63 FEET; THENCE N68°56'39"E, 42.76 FEET; THENCE N80°54'36"E, 41.81 FEET; THENCE N88°31'12"E, 41.91 FEET; THENCE S85°57'36"E, 49.72 FEET; THENCE S14°58'26"E, 46.45 FEET; THENCE S03°25'52"E, 185.84 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

DETENTION BASIN EASEMENT (2)

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, 1274.37 FEET ALONG THE EAST LINE OF SECTION 1 AND S87°29'54"W, 454.02 FEET TO THE POINT OF BEGINNING FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE S13°10'54"W, 77.72 FEET; THENCE S34°01'38"W, 77.90 FEET; THENCE S55°59'58"W, 49.54 FEET; THENCE S27°51'23"E, 60.10 FEET; THENCE S62°08'37"W, 20.00 FEET; THENCE N27°51'23"W, 57.95 FEET; THENCE S55°59'58"W, 10.34 FEET; THENCE N60°40'59"W, 51.30 FEET; THENCE N03°02'03"W, 519.38 FEET; THENCE N75°32'07"E, 82.08 FEET; THENCE N57°02'54"E, 69.52 FEET; THENCE N66°53'55"E, 24.19 FEET; THENCE S07°52'43"E, 59.04 FEET; THENCE S09°41'11"W, 98.74 FEET; THENCE S03°51'03"E, 144.21 FEET; THENCE S11°00'37"E, 82.85 FEET; THENCE S26°34'41"E, 50.97 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

DETENTION BASIN EASEMENT (3)

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, 1760.17 FEET ALONG THE EAST LINE OF SECTION 1 AND S87°29'54"W, 994.75 FEET TO THE POINT OF BEGINNING FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE S87°02'53"W, 59.89 FEET; THENCE S02°19'27"E, 64.83 FEET; THENCE S87°16'45"W, 117.36 FEET; THENCE N88°17'32"W, 141.56 FEET; THENCE S85°44'14"W, 142.96 FEET; THENCE N03°18'55"E, 75.07 FEET; THENCE N00°52'28"W, 52.38 FEET; THENCE N12°48'48"E, 35.10 FEET; THENCE N86°00'16"E, 118.60 FEET; THENCE S88°39'33"E, 113.68 FEET; THENCE N84°50'39"E, 97.39 FEET; THENCE S84°44'04"E, 54.80 FEET; THENCE S02°19'27"E, 74.20 FEET; THENCE N87°02'53"E, 59.67 FEET; THENCE S02°57'07"E, 19.96 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

A R Decker & Associates
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Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'C' (PAGE 2 OF 5)

PROPOSED DETENTION
BASIN EASEMENT

DATE: 5/5/08

DETENTION BASIN EASEMENT (4)

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°29'54"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°29'33"W, 6.19 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, 12.53 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°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, 3.57 FEET; THENCE N61°09'19"W, 78.64 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.

DETENTION BASIN EASEMENT (5)

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, 2624.28 FEET ALONG THE EAST LINE OF SECTION 1, N02°30'29"W, 391.25 FEET AND S87°29'31"W, 314.30 FEET TO THE POINT OF BEGINNING FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE 39.04 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, AND A CHORD BEARING OF S12°40'02"W, 28.92 FEET; THENCE S87°13'41"W, 332.62 FEET; THENCE 53.16 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, AND A CHORD BEARING OF N42°00'29"W, 46.47 FEET; THENCE N08°45'21"E, 191.57 FEET; THENCE 65.74 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, AND A CHORD BEARING OF N71°31'48"E, 53.35 FEET; THENCE S45°41'45"E, 34.02 FEET; THENCE N44°18'15"E, 39.10 FEET; THENCE S45°41'45"E, 20.00 FEET; THENCE S44°18'15"W, 39.10 FEET; THENCE S45°41'45"E, 139.19 FEET; THENCE S64°29'02"E, 47.83 FEET; THENCE S74°26'24"E, 69.10 FEET; THENCE S61°53'37"E, 47.51 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

DETENTION BASIN EASEMENT (6)

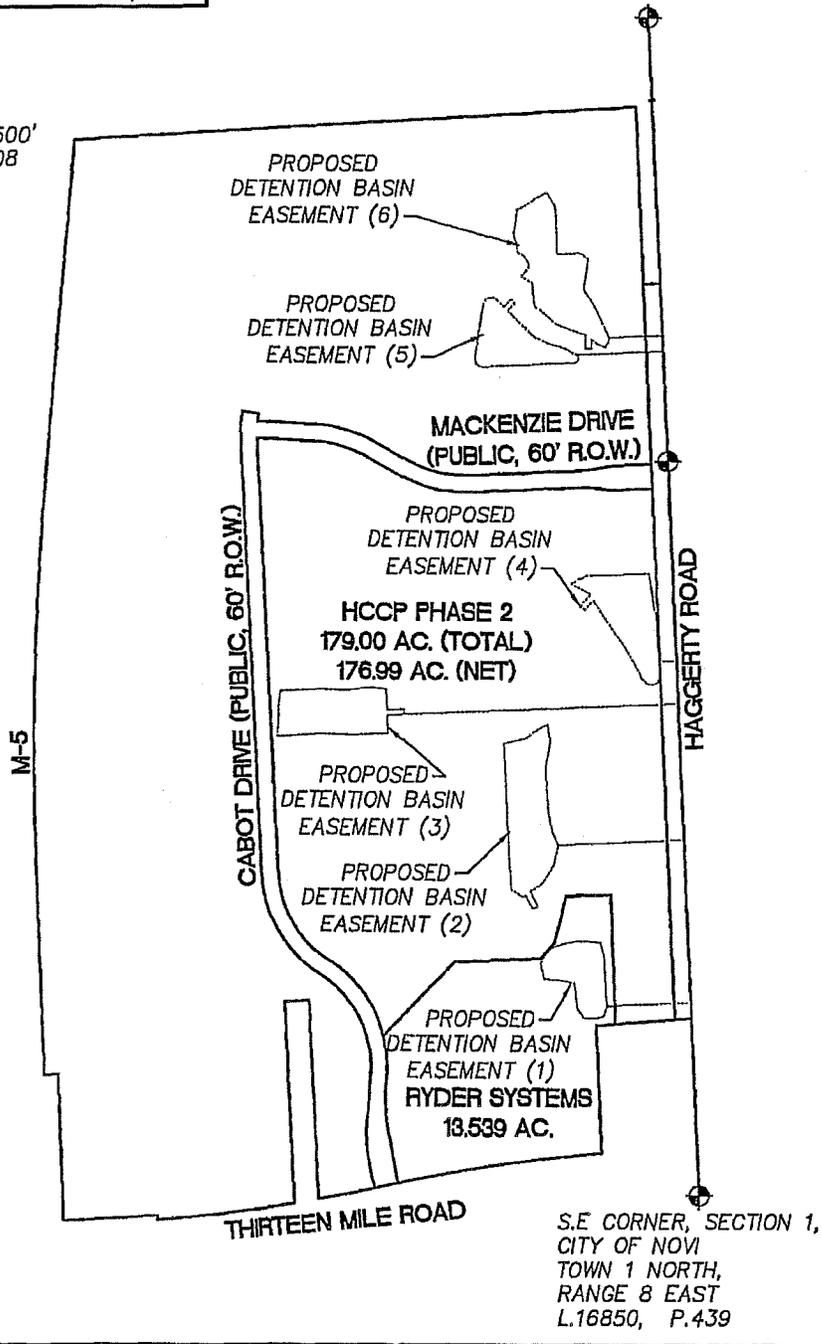
A PARCEL OF LAND, PART OF THE EAST 1\2 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED N02°30'06"W, 2624.28 FEET ALONG THE EAST LINE OF SECTION 1, N02°30'29"W, 447.80 FEET AND S87°29'31"W, 189.45 FEET TO THE POINT OF BEGINNING FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE S29°16'17"W, 39.38 FEET; THENCE N69°31'26"W, 29.26 FEET; THENCE N49°32'12"W, 26.99 FEET; THENCE S00°26'00"E, 33.69 FEET; THENCE S89°34'00"W, 20.00 FEET; THENCE N00°26'00"W, 47.61 FEET; THENCE N69°59'04"W, 63.42 FEET; THENCE N69°10'57"W, 50.80 FEET; THENCE N50°27'49"W, 98.99 FEET; THENCE N30°58'42"W, 11.32 FEET; THENCE N05°19'44"W, 74.91 FEET; THENCE N48°49'49"W, 18.03 FEET; THENCE N57°33'36"W, 31.79 FEET; THENCE N40°45'44"E, 22.67 FEET; THENCE N34°21'18"E, 21.74 FEET; THENCE N17°45'15"W, 17.99 FEET; THENCE N30°40'45"W, 24.50 FEET; THENCE N57°54'57"W, 23.81 FEET; THENCE N10°29'07"W, 38.51 FEET; THENCE N21°19'45"W, 16.01 FEET; THENCE N11°00'33"W, 14.59 FEET; THENCE N06°49'38"E, 86.58 FEET; THENCE N57°42'21"E, 70.11 FEET; THENCE N62°12'07"E, 55.75 FEET; THENCE S32°50'33"E, 57.13 FEET; THENCE S02°30'22"E, 174.90 FEET; THENCE N87°29'38"E, 81.67 FEET; THENCE S54°17'39"E, 38.82 FEET; THENCE S08°14'32"W, 109.53 FEET; THENCE S31°46'53"E, 76.51 FEET; THENCE S24°57'14"E, 117.27 FEET; THENCE S55°55'44"E, 7.20 FEET TO THE POINT OF BEGINNING. 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 48085
Telephone (248) 528-3779
Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'C' (PAGE 3 OF 5)
**PROPOSED DETENTION
BASIN EASEMENT**



SCALE: 1" = 500'
DATE: 5/5/08



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Troy, Michigan 48085
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Facsimile (248) 528-3548
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'C' (PAGE 4 OF 5)
DRAINAGE SWALE EASEMENT

DATE: 5/5/08

DRAINAGE SWALE 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, 1237.28 FEET ALONG THE EAST LINE OF SECTION 1 AND S87°29'54"W, 573.52 FEET TO THE POINT OF BEGINNING FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE S13°50'30"W, 10.40 FEET; THENCE S52°26'23"W, 74.18 FEET; THENCE 79.02 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 124.90 FEET, AND A CHORD BEARING OF N70°33'53"E, 77.71 FEET; THENCE S88°43'16"W, 392.67 FEET; THENCE 54.86 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.08 FEET, AND A CHORD BEARING OF S67°47'11"W, 53.65 FEET; THENCE S46°54'26"W, 257.21 FEET; THENCE N43°05'34"W, 50.00 FEET; THENCE N46°54'26"E, 257.41 FEET; THENCE 91.12 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 124.74 FEET, AND A CHORD BEARING OF S67°50'00"W, 89.10 FEET; THENCE N88°43'16"E, 392.51 FEET; THENCE 47.62 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.31 FEET, AND A CHORD BEARING OF N70°36'25"E, 46.83 FEET; THENCE N52°26'23"E, 76.77 FEET; THENCE S44°44'18"E, 43.86 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

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Troy, Michigan 48085
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DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'C' (PAGE 5 OF 5)
DRAINAGE SWALE EASEMENT



SCALE: 1" = 500'
DATE: 5/5/08

M-5

CABOT DRIVE (PUBLIC, 60' R.O.W.)

MACKENZIE DRIVE
(PUBLIC, 60' R.O.W.)

HCCP PHASE 2
179.00 AC. (TOTAL)
176.99 AC. (NET)

PROP 50'
DRAINAGE SWALE
EASEMENT

RYDER SYSTEMS
13.539 AC.

THIRTEEN MILE ROAD

HAGGERTY ROAD

S.E. CORNER, SECTION 1,
CITY OF NOVI
TOWN 1 NORTH,
RANGE 8 EAST
L.16850, P.439

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that HCP Land, LLC, a Michigan limited liability company, whose address is 39000 Country Club Drive, Farmington Hills, MI 48331, for the sum of (\$1.00) one dollar and other good valuable consideration, 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 main and sanitary sewer according to the easements as established for Haggerty Corridor Corporate Park Phase II, being more fully described as follows:

See attached legal descriptions (Exhibit A)

IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 2008.

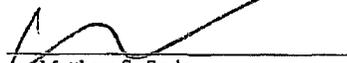
Signed by:

HCP Land LLC, a Michigan limited liability company,

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

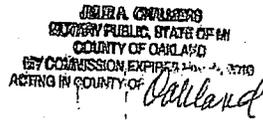
By: ~~FG 38 Corporation, a Michigan corporation, its manager~~

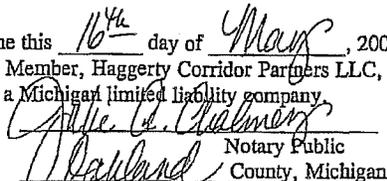
By:


Matthew S. Sosin

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16th day of May, 2008, 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. CHALMERS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES 11-17-10
ACTING IN COUNTY OF Oakland


Notary Public
Oakland County, Michigan
My Commission Expires: 11-17-10

Drafted by:

Julie A. Chalmers
Northern Equities Group
39000 Country Club Drive
Farmington Hills, MI 48331

When recorded, return to:

Elizabeth M. Kudla, Esq
Secretrest Wardle
30903 Northwestern Hwy.
PO Box 3040
Farmington Hills, MI 48333-3040