



**CITY of NOVI CITY COUNCIL**

**Agenda Item G  
December 5, 2016**

**SUBJECT:** Approval of the First Amendment to the Storm Drainage Facility Maintenance Easement Agreement with HCP Land, LLC and ET Novi Seating, LLC for the Magna Seating of America project located at 30020 Cabot Drive on the east side of Cabot Drive, north of Thirteen Mile Road (parcel 22-01-400-037).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division C.GDM

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The owners of Magna Seating of America, ET Novi Seating, LLC, and the Haggerty Corporate Park II, HCP Land, LLC request approval of the First Amendment to the Storm Drainage Facility Maintenance Easement Agreement for the Magna project, located at 30020 Cabot Drive on the east side of Cabot Drive, north of 13 Mile Road (parcel 22-01-400-037).

The Storm Drainage Facility Maintenance Easement Agreement indicated the maintenance and preservation of a swale easement through the Magna site. With the site development, the drainage is rerouted through an enclosed storm sewer with a dedicated easement. The First Amendment of the Storm Drainage Facility Maintenance Easement Agreement addresses the vacation of the swale easement.

The enclosed amendment to the agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's letter, dated November 15, 2016, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of the First Amendment to the Storm Drainage Facility Maintenance Easement Agreement with HCP Land, LLC and ET Novi Seating, LLC for the Magna Seating of America project located at 30020 Cabot Drive on the east side of Cabot Drive, north of Thirteen Mile Road (parcel 22-01-400-037).

	1	2	Y	N
Mayor Gaff				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

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



# Magna Seating of America

## Location Map

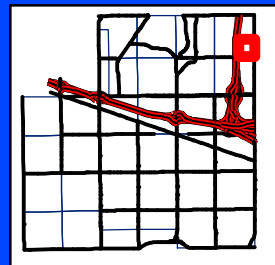


Map Author: Theresa Bridges  
Date: November 28, 2016  
Project:  
Version #:

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.



City of Novi

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

Feet  
0 55 110 220 330

1 inch = 276 feet







JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrslaw.com

www.jrslaw.com

November 15, 2016

George D. Melistas, Engineering Senior Manager  
CITY OF NOVI  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**Re: *Magna Seating of America*  
First Amendment to Storm Drainage Facility Maintenance Easement  
Agreement**

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find the First Amendment to Storm Drainage Facility Maintenance Easement Agreement relating to the existing storm water drainage and detention facilities serving the Magna and adjacent HCP Land sites. The storm water swale crossing both parcels has been removed and the drainage has been reconfigured as a result of Manga's approved final site plan. As a result, existing Storm Drainage Facility Maintenance Easement Agreement, which included maintenance obligations with respect to the swale, is being amended to eliminate reference to the swale. The First Amendment to Storm Drainage Facility Maintenance Easement Agreement is acceptable for this purpose. The City's Consulting Engineer has reviewed and approved the attached Exhibits. The First Amendment 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 First Amendment 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.

George D. Melistas, Engineering Senior Manager

November 15, 2016

Page 2

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosure)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Theresa Bridges, Construction Engineer (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)  
Brian Hughes and Julie Barnard, Northern Equities (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**FIRST AMENDMENT TO STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

This FIRST AMENDMENT TO STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT ("First Amendment") is made effective as of the 31<sup>st</sup> day of October, 2016, by and between HCP LAND LLC, a Michigan limited liability company ("HCP") whose address is 39000 Country Club Drive, Farmington Hills, Michigan 48331, ET NOVI SEATING, LLC, a Missouri limited liability company ("ET Novi") whose address is 8027 Forsyth Boulevard, St. Louis, Missouri 63105, and the CITY OF NOVI, a Michigan municipal corporation (the "City"), whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375.

RECITALS

WHEREAS, HCP is the owner of the real property legally described on **Exhibit A** attached hereto (the "HCP Property");

WHEREAS, ET NOVI is the owner of the real property legally described on **Exhibit B** attached hereto (the "ET Novi Property");

WHEREAS, a HCP and the City entered into that certain Storm Drainage Facility Maintenance Easement Agreement dated December 20, 2011, recorded in Liber 44385, Page 545, Oakland County, Michigan Records (the "Easement Agreement") which purpose is for a storm drainage easement over and across the HCP Property and the ET Novi Property (the "Easement"), as more fully described in the Easement Agreement, attached hereto as **Exhibit C**.

WHEREAS, the Easement Agreement provides for a drainage swale easement ("Drainage Swale Easement"), that affects the HCP Property and the ET Novi Property, and is more fully described on **Exhibit D** attached hereto;

WHEREAS, HCP, ET Novi, and the City have agreed to terminate their respective interests in the Drainage Swale Easement because the improvements have been vacated to construct a building in the place of the swale.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, HCP, ET Novi, and the City hereby agree that the Drainage Swale Easement contained in the Easement Agreement is terminated and shall be null and void and of no further force or effect.

All other terms and provisions of the Agreement shall remain in full force and effect.

*[Signature and Notary Pages Follow]*

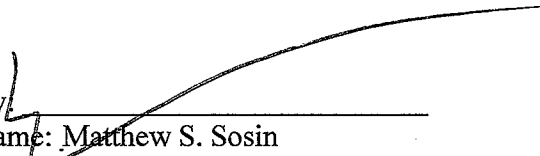
[Signature Page to First Amendment to Storm Drainage  
Maintenance Easement Agreement]

IN WITNESS WHEREOF, the above-named parties executed this First Amendment to Storm Drainage Maintenance Easement Agreement on the day and year first above written.

**HCP LAND LLC**, a Michigan limited liability company

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

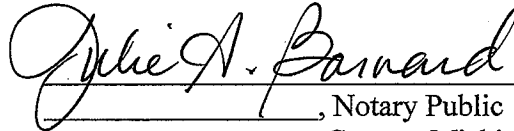
By: FG 38 Corporation, a Michigan corporation, its manager

By:   
Name: Matthew S. Sosin  
Its: Vice President

STATE OF MICHIGAN     )  
                                  )ss.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2016, by Matthew S. Sosin, the Vice President of FG 38 Corporation, a Michigan corporation, as sole member of Haggerty Corridor Partners LLC, a Michigan limited liability company, as manager of HCP Land LLC, a Michigan limited liability company, on behalf of the company.

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

  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan



*[Signature Page to First Amendment to Storm Drainage Facility  
Maintenance Easement Agreement]*

**CITY OF NOVI**, a Michigan municipal  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ on behalf of the City of Novi, a Michigan municipal corporation.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Drafted by and When Recorded  
Return To:  
Mark P. Krysinski, Esq.  
Jaffe Raitt Heuer & Weiss, P.C.  
27777 Franklin Road, Suite 2500  
Southfield, Michigan 48034



EXHIBIT A - Pg. 1 of 2  
**1ST AMENDMENT TO SDFMEA**  
**LEGAL DESCRIPTION AND LINE TABLES - HCP PARCEL**

Line Table		
Line #	Direction	Length
L1	S85°30'20"W	215.72'
L2	N02°02'32"W	467.58'
L3	S87°57'28"W	162.89'
L4	S13°30'29"W	174.90'
L5	S41°04'28"W	75.81'
L6	S87°29'56"W	312.43'
L7	S44°08'59"W	370.51'
L8	N53°01'38"E	25.75'
L9	N58°31'42"E	86.31'

Line Table		
Line #	Direction	Length
L10	N02°57'07"W	203.77'
L11	N87°02'53"E	27.77'
L12	N02°57'07"W	344.50'
L13	S87°02'53"W	69.71'
L14	N59°27'20"W	170.63'
L15	S87°02'53"W	478.00'
L16	N02°57'07"W	81.79'
L17	N87°02'53"E	487.71'
L18	S47°49'44"E	135.60'

Line Table		
Line #	Direction	Length
L19	N87°36'39"E	85.30'
L20	N02°30'19"W	361.12'
L21	N87°29'07"E	355.89'
L22	N01°15'44"W	108.60'
L23	N43°04'21"E	97.24'
L24	N87°29'39"E	320.91'
L25	S02°30'06"E	1589.94'

**LEGAL DESCRIPTION - PARCEL No. 22-01-400-040:**  
(per PEA, Inc.)

Land in part of the Southeast 1/4 of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan, being more particularly described as: Commencing at the Southeast corner of said Section 1; thence N02°30'06"W, 632.02 feet along the east line of said section; thence S85°30'21"W, 60.04 feet to the west line of Haggerty Road (120' wide) and the POINT OF BEGINNING;

thence continuing S85°30'21"W, 215.71 feet; thence N02°02'32"W, 467.58 feet; thence S87°57'28"W, 162.89 feet; thence S13°30'29"W, 174.90 feet; thence S41°04'28"W, 75.81 feet; thence S87°29'56"W, 312.43 feet; thence S44°08'59"W, 370.51 feet to the east line of Cabot Drive (60' wide); thence 179.14 feet along said east line on the arc of a non tangent curve to left, having a radius of 455.00 feet, a central angle of 22°33'27", and a chord which bears N25°41'38"W, 177.98 feet; thence N53°01'38"E, 25.75; thence N58°31'42"E, 86.31 feet; thence 117.06 feet along the arc of a curve to the left, having a radius of 250.00 feet, a central angle of 26°49'44", and a chord which bears N45°06'50"E, 116.00 feet; thence 246.05 feet along the arc of a curve to the right, having a radius of 360.00 feet, a central angle of 39°09'34", and a chord which bears N51°16'46"E, 241.29 feet; thence N02°57'07"W, 203.77 feet; thence N87°02'53"E, 27.77 feet; thence N02°57'07"W, 344.50 feet; thence S87°02'53"W, 69.71 feet; thence N59°27'20"W, 170.63 feet; thence S87°02'53"W, 478.00 feet to the aforementioned east line of Cabot Drive; thence N02°57'07"W, 81.79 feet along said east line; thence N87°02'53"E, 487.71 feet; thence S47°49'44"E, 135.60 feet; thence N87°36'39"E, 85.30 feet; thence N02°30'19"W, 361.12 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, 320.91 feet to the aforementioned west line of Haggerty Road; thence along said west line S02°30'06"E, 1589.94 feet to the POINT OF BEGINNING;  
Containing ±24.45 acres of land.

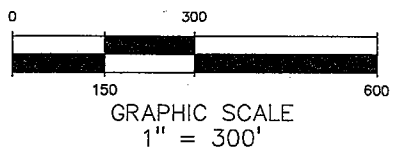


**PEA, Inc.**

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

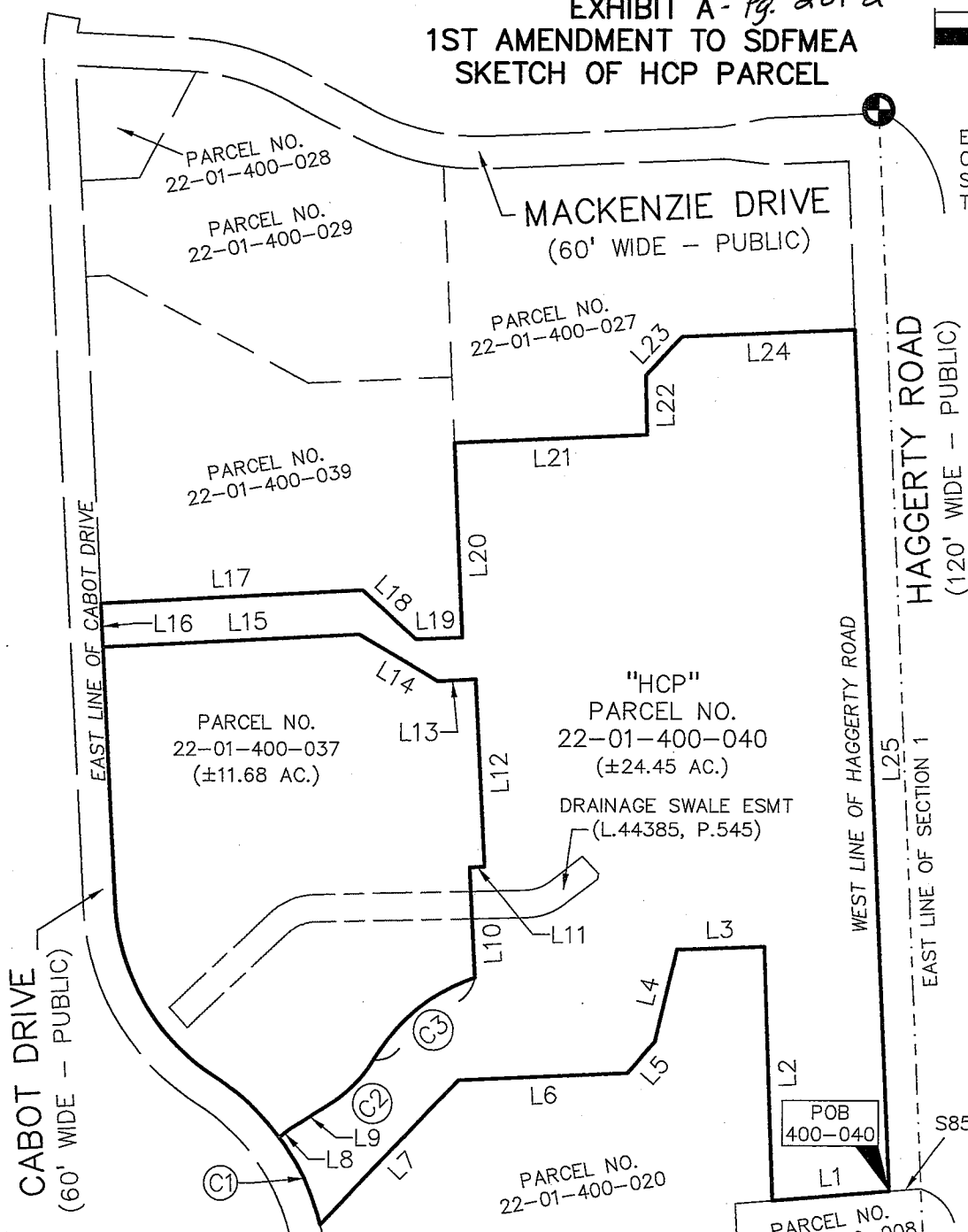
<b>CLIENT:</b> <b>MSA TECHNOLOGY PARTNERS, LLC</b> 39000 COUNTRY CLUB DRIVE FARMINGTON HILLS, MI 48331	<b>SCALE:</b> -	<b>JOB No:</b> 2015098
	<b>DATE:</b> 10-28-16	<b>DWG. No:</b> 1 of 2

EXHIBIT A - Pg. 2 of 2  
 1ST AMENDMENT TO SDFMEA  
 SKETCH OF HCP PARCEL



EAST 1/4  
 CORNER  
 SECTION 1  
 T.1N., R.8E.

SEE SHEET 1 of 2  
 FOR LINE TABLE



Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chords
C1	179.14'	455.00'	22°33'27"	N25°41'38"W	177.98'
C2	117.06'	250.00'	26°49'44"	N45°06'50"E	116.00'
C3	246.05'	360.00'	39°09'34"	N51°16'46"E	241.29'

SOUTHWEST CORNER  
 SECTION 6  
 T.1N., R.9E.  
 SOUTHEAST CORNER  
 SECTION 1  
 T.1N., R.8E.



**PEA, Inc.**

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

CLIENT:  
**MSA TECHNOLOGY PARTNERS, LLC**  
 39000 COUNTRY CLUB DRIVE  
 FARMINGTON HILLS, MI 48331

SCALE: 1" = 300'

JOB No: 2015098

DATE: 10-28-16

DWG. No: 2 of 2

EXHIBIT B - Pg. 1 of 2  
**1ST AMENDMENT TO SDFMEA  
 LEGAL DESCRIPTION – ET NOVI**

LEGAL DESCRIPTION – PARCEL NO. 22-01-400-037  
 (Per PEA, Inc.)

Land in part of the Southeast 1/4 of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan, being more particularly described as:  
 Commencing at the Southeast corner of said Section 1;  
 thence N02°30'06"W, 632.02 feet along the East line of said Section;  
 thence S85°30'21"W, 60.04 feet to the West line of Haggerty Road (120' wide);  
 thence continuing S85°30'21"W, 215.71 feet;  
 thence N02°02'32"W, 467.58 feet;  
 thence S87°57'28"W, 162.89 feet;  
 thence S13°30'29"W, 174.90 feet;  
 thence S41°04'28"W, 75.81 feet;  
 thence S87°29'56"W, 312.43 feet;  
 thence S44°08'59"W, 370.51 feet to the East line of Cabot Drive (60' wide);  
 thence 179.14 feet along said East line on the arc of a non tangent curve to left, having a radius of 455.00 feet, a central angle of 22°33'27", and a chord which bears N25°41'38"W, 177.98 feet to the POINT OF BEGINNING;  
 thence continuing along said East line 165.56 feet on the arc of a curve to the left, having a radius of 455.00 feet, a central angle of 20°50'53", and a chord which bears N47°23'48"W, 164.64 feet;  
 thence continuing along said East line 378.27 feet on the arc of a curve to the right, having a radius of 395.00 feet, a central angle of 54°52'08", and a chord which bears N30°23'12"W, 363.98 feet;  
 thence continuing along said East line N02°57'07"W, 476.01 feet;  
 thence N87°02'53"E, 478.00 feet;  
 thence S59°27'20"E, 170.63 feet;  
 thence N87°02'53"E, 69.71 feet;  
 thence S02°57'07"E, 344.50 feet;  
 thence S87°02'53"W, 27.77 feet;  
 thence S02°57'07"E, 203.77 feet;  
 thence 246.05 feet along the arc of a non-tangent curve to the left, having a radius of 360.00 feet, a central angle of 39°09'34", and a chord which bears S51°16'46"W, 241.29 feet;  
 thence 117.06 feet along the arc of a curve to the right, having a radius of 250.00 feet, a central angle of 26°49'44", and a chord which bears S45°06'50"W, 116.00 feet;  
 thence S58°31'42"W, 86.31 feet;  
 thence S53°01'38"W, 25.75 feet to the POINT OF BEGINNING.  
 Containing ±11.68 acres of land.

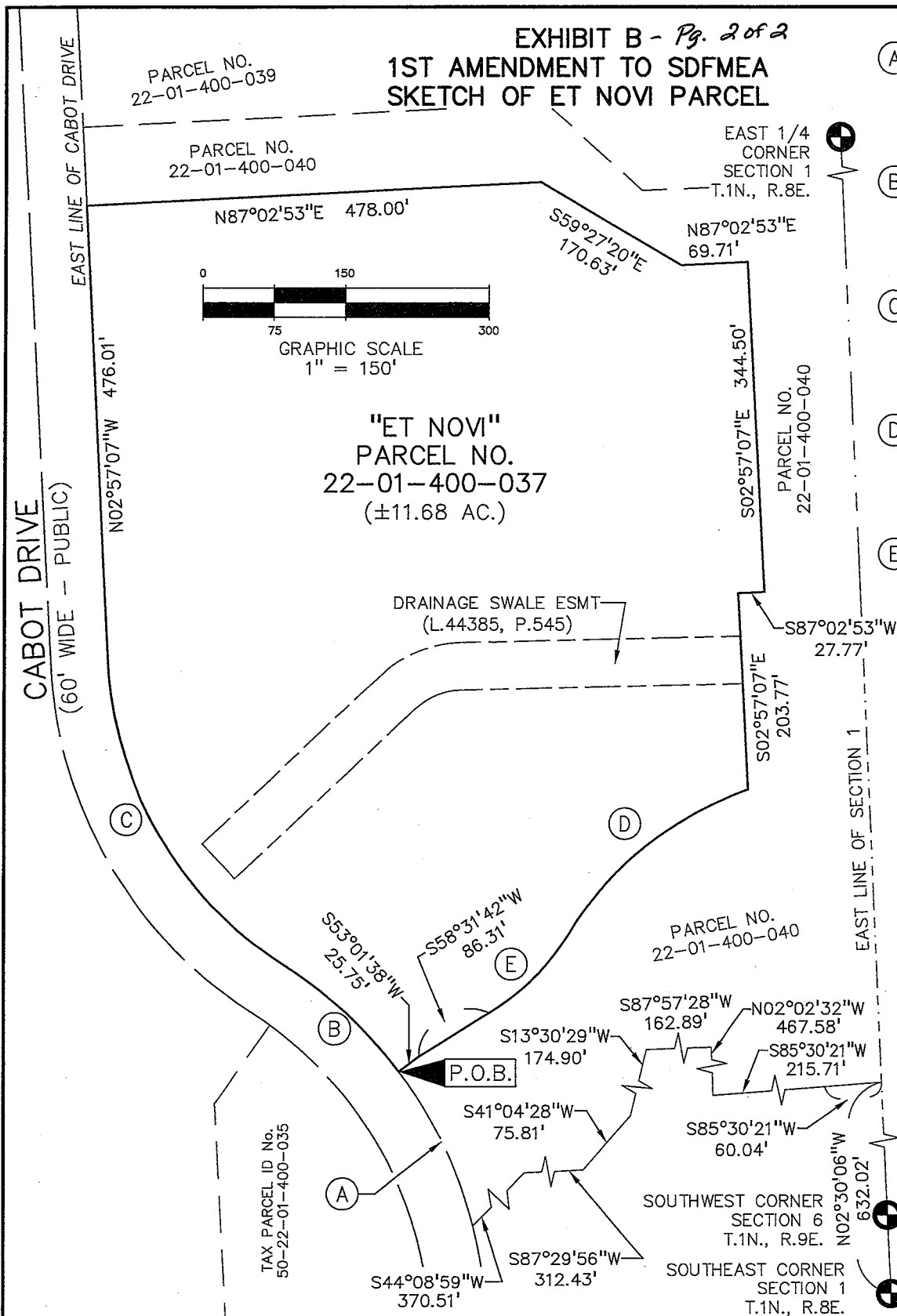


**PEA, Inc.**

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

CLIENT: <b>MSA TECHNOLOGY PARTNERS, LLC</b> 39000 COUNTRY CLUB DRIVE FARMINGTON HILLS, MI 48331	SCALE:     —	JOB No: 2015098
	DATE: 10-28-16	DWG. No: 1 of 2

1ST AMENDMENT TO SDFMEA  
SKETCH OF ET NOVI PARCEL



- (A) ARC = 179.14'  
RADIUS = 455.00'  
DELTA = 22°33'27"  
CHORD = 177.98'  
CH. BRG. = N25°41'38"W
- (B) ARC = 165.56'  
RADIUS = 455.00'  
DELTA = 20°50'53"  
CHORD = 164.64'  
CH. BRG. = N47°23'48"W
- (C) ARC = 378.27'  
RADIUS = 395.00'  
DELTA = 54°52'08"  
CHORD = 363.98'  
CH. BRG. = N30°23'12"W
- (D) ARC = 246.05'  
RADIUS = 360.00'  
DELTA = 39°09'34"  
CHORD = 241.29'  
CH. BRG. = S51°16'46"W
- (E) ARC = 117.06'  
RADIUS = 250.00'  
DELTA = 26°49'44"  
CHORD = 116.00'  
CH. BRG. = S45°06'50"W



CLIENT:  
**MSA TECHNOLOGY PARTNERS, LLC**  
39000 COUNTRY CLUB DRIVE  
FARMINGTON HILLS, MI 48331

SCALE: 1" = 150'  
DATE: 10-28-16

JOB No: 2015098  
DWG. No: 2 of 2

**PEA, Inc.**  
2430 Rochester Ct, Ste 100  
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www.peainc.com



EXHIBIT C - Pg. 1 of 13

**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

**(See Attached)**

LIBER 44385 PAGE 545

0145016

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2012 JAN 17 AM 11 42

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2012 JUN 19 AM 8 57

LIBER 44385 PAGE 545  
\$43.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
07/09/2012 11:38:40 AM RECEIPT# 67416  
PAID RECORDED - Oakland County, MI  
Bill Bullard Jr., Clerk/Register of Deeds

**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

20<sup>th</sup> DECEMBER, 2011

THIS AGREEMENT is made this ~~15<sup>th</sup>~~ day of ~~July~~, 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

12P  
RE

O.K. -

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.

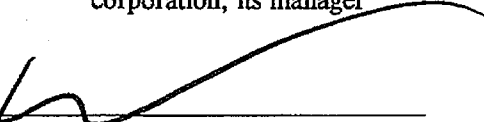
Exempt pursuant to  
MCLA 207 505(a)  
and MCLA 207 526(a)

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

LIBER 44385 PAGE 547

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> 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

**JULIA A. CHALMERS**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Mar 25, 2013  
ACTING IN COUNTY OF Oakland

Julia A. Chalmers  
Notary Public  
Oakland County, Michigan

My Commission Expires 11/17/10

CITY OF NOVI  
A Municipal Corporation

Robert J. Gall  
By **Robert J. Gall, Mayor**  
Its

STATE OF MICHIGAN )  
                                  ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this 20 day of December, 2011, by Robert J. Gall, Mayor Mayor on behalf of the City of Novi, a Municipal Corporation

Courtney Hanson  
Notary Public  
Oakland County, Michigan  
My Commission Expires 03-25-2013

Drafted by  
Elizabeth M Kudla  
30903 Northwestern Highway  
P O Box 3040  
Farmington Hills, MI 48333-3040  
And when recorded return to  
Maryanne Cornelius, City Clerk  
City of Novi  
45175 W Ten Mile Rd  
Novi, MI 48375  
C:\N\Portbl\manage\BKUDLA\792425\_1.DOC

**COURTNEY HANSON**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Mar 25, 2013  
ACTING IN COUNTY OF Oakland



**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 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.

**A R Decker & Associates**  
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Civil - Structural  
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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 T1N, R8E, 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 78'55'26"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 496 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 67" (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 89 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  
*22-01-400-027 22-01-400-022 & of rd*

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 654

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

*Handwritten notes and signatures:*  
22-01-200-041162 2-01-260-042822-01 400-025-22 of 400-026  
22-01-400-027 22-01-400-022 & of rd  
Selly  
22-01-400-027  
No Sidewalk

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DRAFTER JASON SUTTON, P E

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

DATE 5/8/08

**PROPOSED BASIN ACCESS EASEMENT**

pld 22-01-400-026

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

EXHIBIT C. Pg. 8 of 13

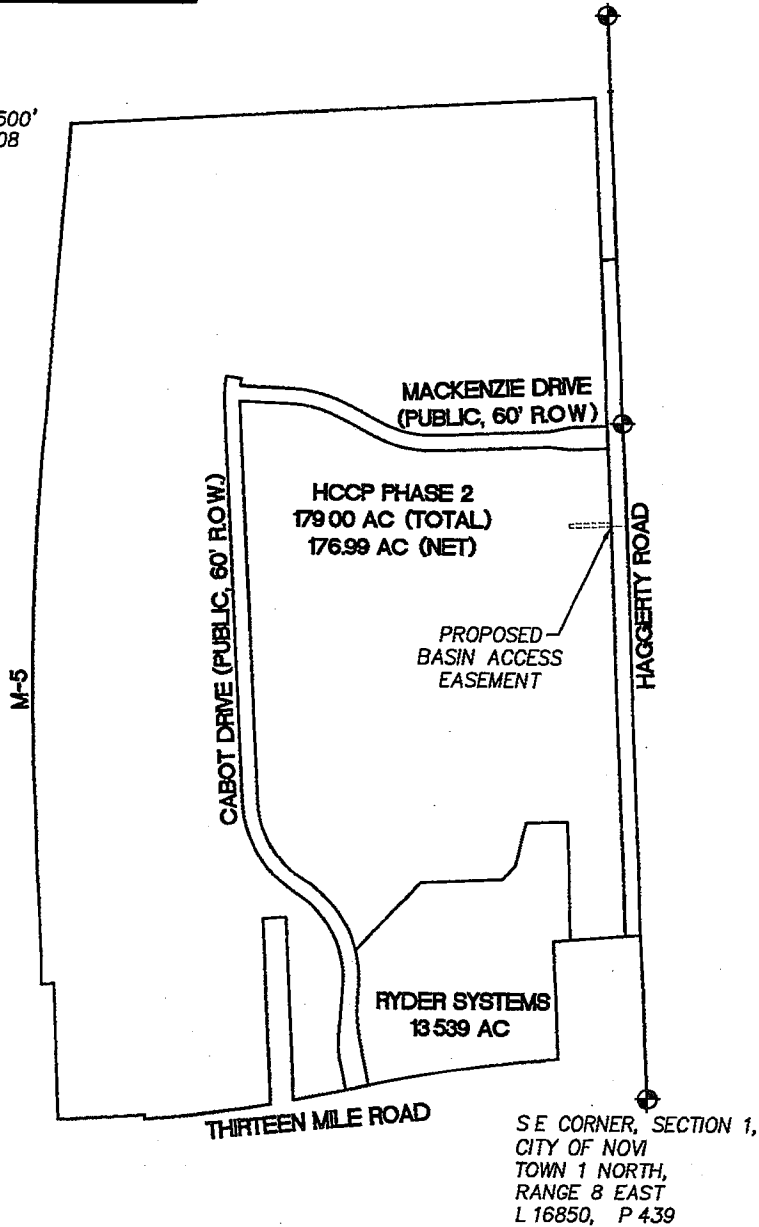
LIBER 44385 PAGE 551

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



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





**EXHIBIT 'B'**

**Maintenance Tasks and Schedule During Construction Completion**

TASKS	Storm Sewer System/Catch Basin Sumps	Catch Basin Inlet Castings	Swales and Culverts	Storm Water Basin	Sediment Forebay	Subsurface Sediment Control Structures	Outflow Control Structures	Schedule
Inspect for sediment accumulation floatables/debris	X	X	X	X			X	Weekly
Inspection for erosion			X	X			X	Weekly
Re-establish permanent vegetation on eroded areas			X	X				As needed - prior to turnover
Removal of sediment accumulation	X	X	X	X				As needed - prior to turnover
Cleaning/Replacement of stone							X	As needed - prior to turnover
Wet weather inspection of BMP s	X		X	X			X	As needed - prior to turnover

**Permanent Maintenance Tasks & Schedule Components**

TASKS	Storm Sewer System/Catch Basin Sumps	Catch Basin Inlet Castings	Swales and Culverts	Storm Water Basin	Sediment Forebay	Subsurface Sediment Control Structures	Outflow Control Structures	Schedule
Inspect for sediment accumulation floatable/debris	X	X		X			X	Quarterly
Inspection for erosion				X			X	Annually - Following major storm events
Removal of sediment accumulation - Basin and Forebay				X				Maintain at 50% full
Removal of sediment accumulation - Sediment Control Structures								Maintain per manufacturer's specifications
Inspection/Cleaning Outflow Control Structure							X	Monthly
Wet weather inspection of BMP s	X			X			X	Annually
Re-establish permanent vegetation				X				As Needed
Keep records of all inspections and maintenance activities (made available for City Inspection)								Per activity

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EXHIBIT C - Pg. 9 of 13

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EXHIBIT 'C' (PAGE 1 OF 4)  
PROPOSED DETENTION  
BASIN EASEMENT

DATE 11/3/08

**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.

pt 22-01-400-020

**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.

pt 22-01-400-026

**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, 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.

pt 22-01-400-026  
pt 22-01-400-027

EXHIBIT C - Pg. 11 of 13

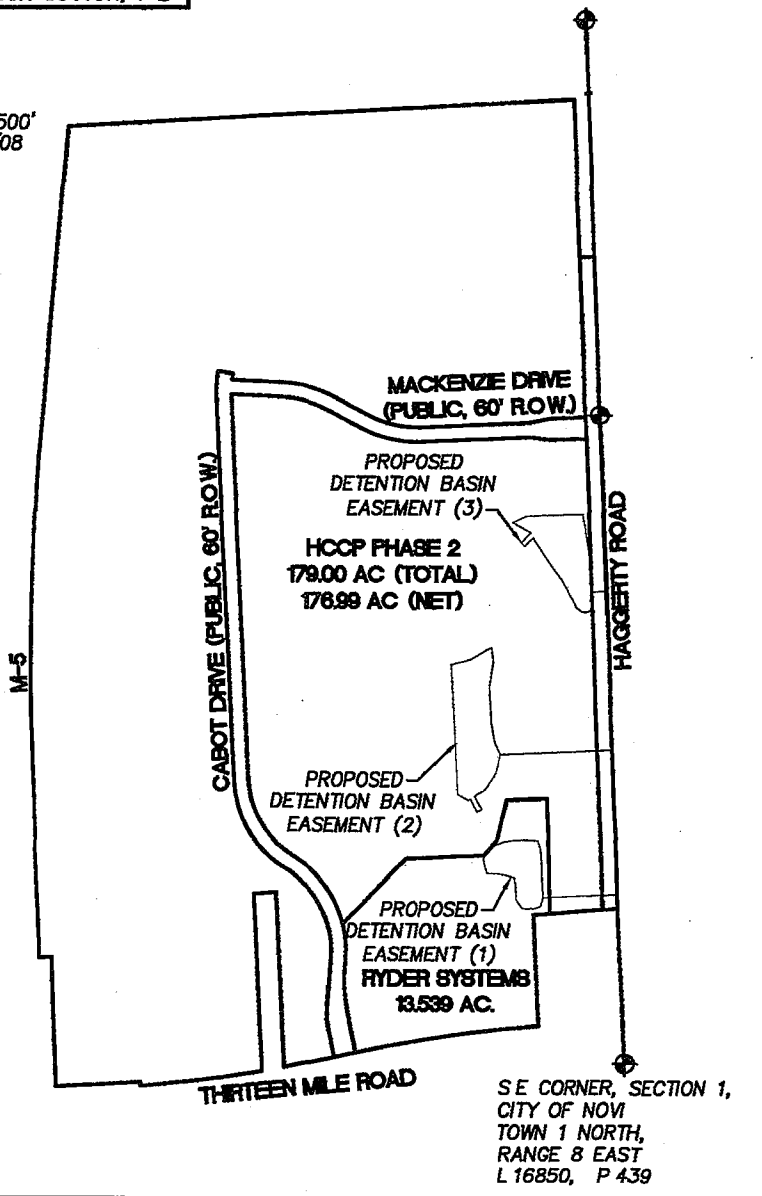
LIBER 44385 PAGE 554

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DRAFTER JASON SUTTON, P.E.

EXHIBIT 'C' (PAGE 2 OF 4)  
PROPOSED DETENTION  
BASIN EASEMENT



SCALE 1" = 500'  
DATE 11/3/08



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

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EXHIBIT 'C' (PAGE 3 OF 4)  
DRAINAGE SWALE EASEMENT

DATE 11/3/08  
REVISED 5/17/2012

**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 S70 33'53"W, 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 N67 50'00"E, 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

at 22-01-400-026

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



SCALE 1" = 500'  
DATE 11/3/08

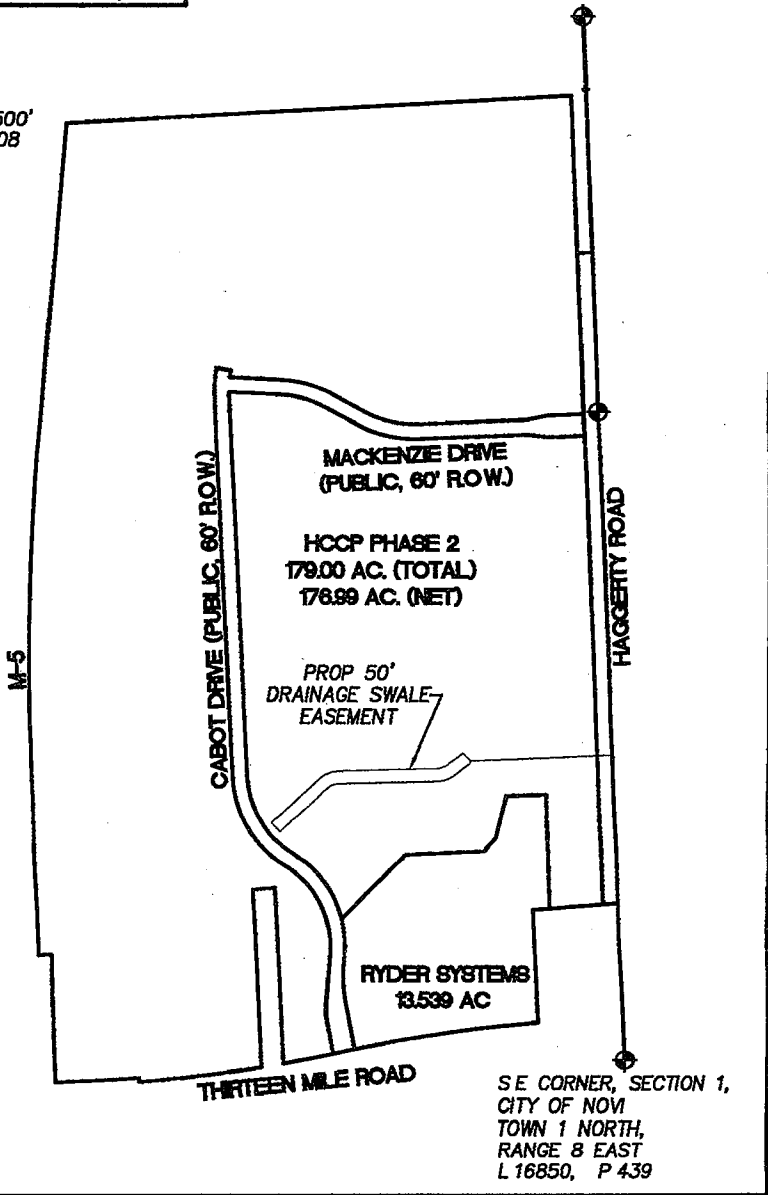


EXHIBIT D - Pg. 1 of 2  
**1ST AMENDMENT TO SDFMEA  
 LEGAL DESCRIPTIONS**

LEGAL DESCRIPTION – PART OF DRAINAGE SWALE EASEMENT TO BE VACATED:

(Per PEA, Inc.)

Part of a 50 foot wide drainage swale easement, as recorded in Liber 44385, Page 545–556, Oakland County Records, TO BE VACATED, over part of the previously described Parcel No. 22–01–400–037, being lands in the Southeast 1/4 of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said part of easement TO BE VACATED being more particularly described as:

Commencing at the Southeast Corner of said Section 1;

thence along the East line of said Section 1, N02°30'06"W, 1237.28 feet;

thence S87°29'54"W, 573.52 feet;

thence along the Southerly line of said drainage swale easement the following four (4) courses:

- 1) S13°50'30"W, 10.40 feet;      2) S52°26'23"W, 74.18 feet;
- 3) 79.02 feet along the arc of a curve to the right, having a radius of 124.90 feet, a central angle of 36°14'57", and a chord bearing S70°33'53"W, 77.71 feet and;
- 4) S88°43'16"W, 99.47 feet to the East line of the aforementioned Parcel No. 22–01–400–037 and the POINT OF BEGINNING.

thence along said part of easement TO BE VACATED the following eight (8) courses:

- 1) continuing S88°43'16"W, 293.20 feet;
- 2) 54.86 feet along the arc of a curve to the left, having a radius of 75.08 feet, a central angle of 41°52'02", and a chord bearing S67°47'11"W, 53.65 feet;
- 3) S46°54'26"W, 257.21 feet;      4) N43°05'34"W, 50.00 feet;
- 5) N46°54'26"E, 257.41 feet;
- 6) 91.12 feet along the arc of a curve to the right, having a radius of 124.74 feet, a central angle of 41°51'12", and a chord bearing N67°50'00"E, 89.10 feet;
- 7) N88°43'16"E, 291.79 feet to the aforementioned East line of Parcel No. 22–01–400–037 and;
- 8) along said East line, S02°57'00"E, 50.02 feet to the POINT OF BEGINNING.

Containing ±31,141 square feet or ±0.71 acres of land.

LEGAL DESCRIPTION – REMAINDER OF DRAINAGE SWALE EASEMENT:

(Per PEA, Inc.)

Part of a 50 foot wide drainage swale easement, as recorded in Liber 44385, Page 545–556, Oakland County Records, REMAINING, over part of the previously described Parcel No. 22–01–400–037, being lands in the Southeast 1/4 of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said part of easement REMAINING being more particularly described as:

Commencing at the Southeast Corner of said Section 1;

thence along the East line of said Section 1, N02°30'06"W, 1237.28 feet;

thence S87°29'54"W, 573.52 feet to the POINT OF BEGINNING;

thence along said part of easement REMAINING the following nine (9) courses:

- 1) S13°50'30"W, 10.40 feet;      2) S52°26'23"W, 74.18 feet;
- 3) 79.02 feet along the arc of a curve to the right, having a radius of 124.90 feet, a central angle of 36°14'57", and a chord bearing S70°33'53"W, 77.71 feet;
- 4) S88°43'16"W, 99.47 feet to the East line of the aforementioned Parcel No. 22–01–400–037;
- 5) along said East line, N02°57'07"W, 50.02 feet;
- 6) N88°43'16"E, 100.73 feet;
- 7) 47.62 feet along the arc of a curve to the left, having a radius of 75.31 feet, a central angle of 36°13'45", and a chord bearing N70°36'25"E, 46.83 feet;
- 8) N52°26'23"E, 76.77 feet and;
- 9) S44°44'18"E, 43.86 feet to the POINT OF BEGINNING.

Containing ±12,132 square feet or ±0.28 acres of land.



**PEA, Inc.**

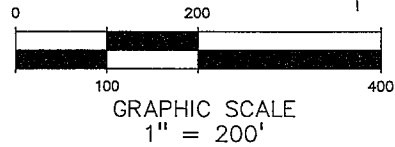
2430 Rochester Ct, Ste 100  
 Troy, MI 48063-1872  
 t: 248.689.9090  
 f: 248.689.1044  
 www.peainc.com

CLIENT: <b>MSA TECHNOLOGY PARTNERS, LLC</b> 39000 COUNTRY CLUB DRIVE FARMINGTON HILLS, MI 48331	SCALE:      –	JOB No: 2015098
	DATE: 10–28–16	DWG. No: 1 of 2

**EXHIBIT D - Pg. 2 of 2**  
**1ST AMENDMENT TO SDFMEA**  
**SKETCH OF EASEMENT TO BE VACATED**

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C4	79.02'	124.90'	36°14'57"	S70°33'53"W	77.71'
C5	54.86'	75.08'	41°52'02"	S67°47'11"W	53.65'
C6	91.12'	124.74'	41°51'12"	N67°50'00"E	89.10'
C7	47.62'	75.31'	36°13'45"	N70°36'25"E	46.83'

Line Table		
Line #	Direction	Length
L34	S44°44'18"E	43.86'
L35	S88°43'16"W	99.47'
L36	N02°57'07"W	50.02'
L37	N88°43'16"E	100.73'
L38	S88°43'16"W	293.20'
L39	N88°43'16"E	291.78'
L40	S02°57'07"E	50.02'



Line Table		
Line #	Direction	Length
L26	S13°50'30"W	10.40'
L27	S52°26'23"W	74.18'
L28	S88°43'16"W	392.67'
L29	S46°54'26"W	257.21'

Line Table		
Line #	Direction	Length
L30	N43°05'34"W	50.00'
L31	N46°54'26"E	257.41'
L32	N88°43'16"E	392.51'
L33	N52°26'23"E	76.77'

**CABOT DRIVE**  
(60' WIDE - PUBLIC)

PARCEL NO.  
22-01-400-031

EAST LINE OF CABOT DRIVE

PARCEL NO.  
22-01-400-039

"ET NOVI"  
PARCEL NO.  
22-01-400-037  
(±11.68 AC.)

PART OF DRAINAGE  
SWALE EASEMENT  
TO BE VACATED

EAST LINE OF  
PARCEL NO.  
400-037

"HCP"  
PARCEL NO.  
22-01-400-040  
(±24.45 AC.)

EAST 1/4  
CORNER  
SECTION 1  
T.1N., R.8E.

PART OF DRAINAGE  
SWALE EASEMENT  
REMAINING

PARCEL NO.  
22-01-400-020

SOUTHWEST  
CORNER  
SECTION 6  
T.1N., R.9E.

SOUTHEAST  
CORNER  
SECTION 1  
T.1N., R.8E.

EAST LINE OF SECTION 1  
1237.28'  
N02°30'06"W



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CLIENT:  
**MSA TECHNOLOGY PARTNERS, LLC**  
39000 COUNTRY CLUB DRIVE  
FARMINGTON HILLS, MI 48331

SCALE: 1" = 200'

JOB No: 2015098

DATE: 10-28-16

DWG. No: 2 of 2