



# CITY of NOVI CITY COUNCIL

**Agenda Item H  
February 25, 2013**

**SUBJECT:** Approval of Storm Drainage Facility Maintenance Easement Agreements from MacKenzie North Technology Centre, LLC and HCP Land, LLC for the MacKenzie North Technology Centre project located at the northwest corner of Haggerty Road and MacKenzie Drive (parcels 22-01-400-022 & 22-01-200-041, respectively).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>RW</sup> BTC

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:** 

MacKenzie North Technology Centre, LLC and HCP Land, LLC are each requesting approval of Storm Drainage Facility Maintenance Easement Agreements for the MacKenzie North Technology Centre project development, located at the northwest corner of Haggerty Road and MacKenzie Drive as shown on the attached map.

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

In this particular case, two separate Storm Drainage Facility Maintenance Easement Agreements have been provided. The first from MacKenzie North Technology Centre, LLC covers the storm water facilities on-site (22-01-400-022), while the second from HCP Land, LLC covers the off-site storm water sedimentation and detention basin (22-01-200-041), which receives storm water from the MacKenzie North parcel. Both agreements provide an access easement to the storm water facilities.

The enclosed agreements have been favorably reviewed by City Staff and the City Attorney (Beth Saarela's February 1, 2013 letter, attached) and are recommended for approval.

**RECOMMENDED ACTION:** Approval of Storm Drainage Facility Maintenance Easement Agreements from MacKenzie North Technology Centre, LLC and HCP Land, LLC for the MacKenzie North Technology Centre project located at the northwest corner of Haggerty Road and MacKenzie Drive (parcels 22-01-400-022 & 22-01-200-041, respectively).

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

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

# MacKenzie North - SDFMEA

## Location Map



Off-Site Basin  
Part of 22-01-200-041

Basin Access  
Easement

MacKenzie North  
22-01-400-022

MacKenzie Dr

Haggerty Rd

Map Author: Aaron J. Staup  
Date: February 5, 2013  
Project: MacKenzie North - SDFMEA  
Version #: 1

MacKenzie North - Storm Drainage Facility  
Maintenance Easement Agreement  
22-01-400-022 & 22-01-200-041

### 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



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

February 1, 2013

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

Re: Mackenzie North Technology Center – SP08-25  
Storm Drainage Facility Maintenance Easement Agreements

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following Storm Drainage Facility Maintenance Easement Agreements relating to the Mackenzie North Technology Center Property:

1. Storm Drainage Facility Maintenance Easement Agreement (Parcel 22-01-400-022)
2. Storm Drainage Facility Maintenance Easement Agreement (Parcel 22-01-200-041)

**Storm Drainage Facility Maintenance Easement Agreement (Parcel 22-01-400-022)**

This Agreement pertains to the catch basins and pipes serving the Mackenzie North Technology Center property. There is no on-site detention basin and the property drains to the detention basin on the adjacent parcel.

**Storm Drainage Facility Maintenance Easement Agreement (Parcel 22-01-200-041)**

This Agreement pertains to the detention basin on the HCP Land Parcel adjacent to the Mackenzie North Technology Center property that serves the Mackenzie North Technology Center Property.

Both agreements are in the City's standard format. The Agreements have been executed by Mackenzie North Technology Centre, LLC and HCP Land, as appropriate, the current owners of the parcels. The exhibits have been reviewed and approved by the City's consulting engineer. The Storm Drainage Facility Maintenance Easement Agreements 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,



ELIZABETH-K. SAARELA

EKS

Enclosures

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

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS AGREEMENT is made this 16<sup>th</sup> day of December, 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.

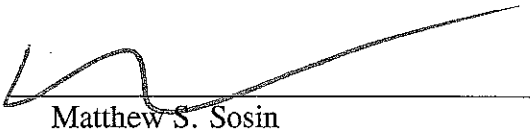
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

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



Consent

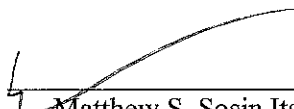
As the holder of a right of fee title in and to the property referenced in the Storm Drainage Facility Maintenance Easement Agreement, dated December 16, 2008, pursuant to Quit Claim Deed recorded at Liber 44841, Page 330, Oakland County Records, whereby HCP Land, LLC conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 1<sup>st</sup> day of February, 2013.

MACKENZIE NORTH TECHNOLOGY CENTRE LLC, a Michigan limited liability company

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


By: FG 38 Corporation, a Michigan corporation  
Its Manager

By:   
Matthew S. Sosin Its:

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 1st day of February, 2013, by Matthew S Sosin, Manager, FG 38 Corporation, Sole Member, Haggerty Corridor Partners LLC, a Michigan limited liability company, HCP Land LLC, a Michigan limited liability company.

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

  
Notary Public  
County, Michigan

My Commission Expires: \_\_\_\_\_



**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 1)  
LEGAL DESCRIPTION

DATE: 9/29/08

**LEGAL DESCRIPTION:**

A PARCEL OF LAND, PART OF THE EAST 1/4 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S02°30'06"E, 6.24 FEET ALONG THE EAST LINE OF SECTION 1 AND S87°29'54"W, 60.00 FEET TO THE POINT OF BEGINNING FROM THE EAST 1/4 CORNER OF SECTION 1; THENCE S87°29'39"W, 145.57 FEET; THENCE S78°16'26"W, 87.38 FEET; THENCE S87°29'39"W, 430.82 FEET; THENCE 42.58 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 420.00 FEET, AND A CHORD BEARING N89°36'07"W, 42.56 FEET; THENCE N02°30'21"W, 377.51 FEET; THENCE N87°29'39"E, 535.74 FEET; THENCE S58°01'38"E, 187.59 FEET; THENCE S38°03'06"E, 25.39 FEET; THENCE S02°30'29"E, 232.57 FEET; THENCE S02°30'06"E, 6.24 FEET TO THE POINT OF BEGINNING. CONTAINING 5.86 ACRES. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

## Exhibit B

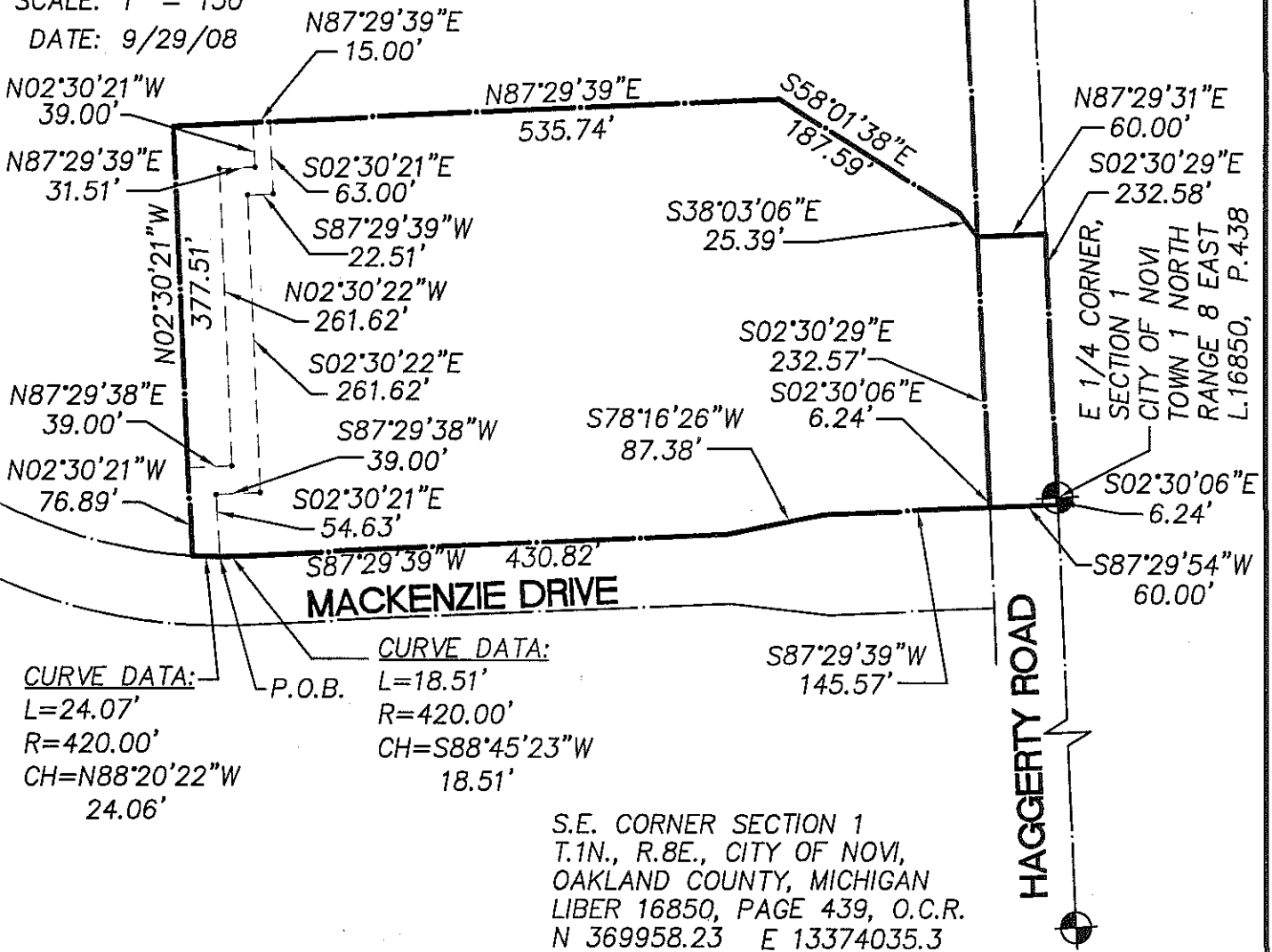
<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>Annual Estimated Cost for Maintenance &amp; Repairs</u>		
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping around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

**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 1 OF 1)  
 BASIN ACCESS EASEMENT



SCALE: 1" = 150'  
 DATE: 9/29/08



**BASIN ACCESS EASEMENT:**

A PARCEL OF LAND, PART OF THE EAST 1/4 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S02°30'06"E, 6.24 FEET ALONG THE EAST LINE OF SECTION 1, S87°29'54"W, 60.00 FEET, S87°29'39"W, 145.57 FEET, S78°16'26"W, 87.38 FEET, S87°29'39"W, 430.82 FEET, AND 18.51 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 420.00 FEET AND A CHORD BEARING S88°45'23"W, 18.51 FEET TO THE POINT OF BEGINNING FROM THE EAST 1/4 CORNER OF SECTION 1; THENCE 24.07 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 420.00 FEET AND A CHORD BEARING N88°20'22"W, 24.06 FEET; THENCE N02°30'21"W, 76.89 FEET; THENCE N87°29'39"E, 39.00 FEET; THENCE N02°30'22"W, 261.62 FEET; THENCE N87°29'39"E, 31.51 FEET; THENCE N02°30'21"W, 39.00 FEET; THENCE N87°29'39"E, 15.00 FEET; THENCE S02°30'21"E, 63.00 FEET; THENCE S87°29'39"W, 22.51 FEET; THENCE S02°30'22"E, 261.62 FEET; THENCE S87°29'39"W, 39.00 FEET; THENCE S02°30'21"E, 54.63 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 17<sup>th</sup> day of January, 2013, 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, 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 "Basin Property"). Owner is also the owner and developer, and has received final site plan approval for construction of an office building development on the adjacent property to the south, described on the attached and incorporated **Exhibit B** (the "Mackenzie North Property").
- B. The Basin Property contains certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Mackenzie North Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached **Exhibit C**.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit D** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit E**, 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 Mackenzie North 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 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**

HCP LAND, LLC, a Michigan limited liability company

By: Haggerty Corridor Partners LLC,  
A Michigan corporation

By: FG 38 Corporation,  
A Michigan corporation

By: Matthew S. Sosin  
Its: Member

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January 2013, by Matthew S. Sosin, as the Manager of FG 38 Corporation, Sole Member, Haggerty Corridor Partners LLC, a Michigan limited liability company, HCP Land LLC, a Michigan limited liability company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

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

Julie A. Barnard  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

CITY OF NOVI  
A Municipal Corporation

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

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 34405 West Twelve Mile Road, Suite 200 Farmington Hills, MI 48331-5627	And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375
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EXHIBIT A  
THE BASIN PROPERTY  
PARCEL 22-01-200-041





DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'A'  
THE BASIN PROPERTY  
PARCEL 22-01-200-041

DATE: 9/30/08  
REVISED: 11/7/12  
REVISED: 12/7/12  
REVISED: 12/27/12

**PROPERTY DESCRIPTION:**

PART OF THE EAST 1/2 OF SECTION 1, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE S.E. CORNER OF SECTION 1, THENCE ALONG THE EAST LINE OF SAID SECTION 1, N02°30'06"W. 632.02 FEET; THENCE CONTINUING ALONG SAID EAST LINE, N02°30'06"W. 1992.61 FEET TO THE EAST ¼ CORNER OF SAID SECTION 1; THENCE CONTINUING ALONG SAID EAST LINE, N02°30'31"W. 232.23 FEET; THENCE S87°29'29"W, 60.00 FEET TO THE POINT OF BEGINNING. THENCE N38°03'06"W. 25.39 FEET; THENCE N58°01'38"W. 187.59 FEET; THENCE S87°29'39"W. 535.74 FEET; THENCE S02°30'21"E. 377.51 FEET TO THE NORTH LINE OF MACKENZIE DRIVE (60 FEET R/W); THENCE ALONG SAID NORTH LINE, 181.45 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS 420.00 FEET AND A CHORD BEARING N74°19'12"W. 180.04 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, N61°56'30"W, 159.14 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, 212.59 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS 480.00 FEET AND A CHORD BEARING N74°37'48"W. 210.86 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, N87°19'07"W 207.14 FEET TO THE EAST LINE OF CABOT DRIVE (60 FEET R/W); THENCE ALONG SAID EAST LINE, 26.43 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS 420.00 FEET AND A CHORD BEARING N08°34'49"E. 26.43 FEET; THENCE WESTERLY ACROSS SAID CABOT DRIVE, N81°15'14"W. 60.02 FEET; THENCE NORTHERLY ALONG THE WEST LINE OF SAID DRIVE, 74.28 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS 480.00 FEET AND A CHORD BEARING N14°35'43"E. 74.20 FEET; THENCE S86°37'42"W, 708.27 FEET TO THE EAST R/W LINE OF M-5; THENCE ALONG SAID EAST LINE, N04°53'47"E. 957.06 FEET; THENCE N86°48'52"E. 2037.15 FEET; THENCE S02°30'31"E. 1041.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,115,510.6 SQ. FT AND/OR 48.57 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B  
THE MACKENZIE NORTH PROPERTY  
PARCEL 22-01-400-022



EXHIBIT 'B'  
THE MACKENZIE NORTH PROPERTY  
PARCEL 22-01-400-022

DRAFTER: JASON SUTTON, P.E.

DATE: 9/29/08  
REVISED: 12/27/12

**LEGAL DESCRIPTION:**

A PARCEL OF LAND, PART OF THE EAST 1/4 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S02°30'06"E, 6.24 FEET ALONG THE EAST LINE OF SECTION 1 AND S87°29'54"W, 60.00 FEET TO THE POINT OF BEGINNING FROM THE EAST 1/4 CORNER OF SECTION 1; THENCE S87°29'39"W, 145.57 FEET; THENCE S78°16'26"W, 87.38 FEET; THENCE S87°29'39"W, 430.82 FEET; THENCE 42.58 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 420.00 FEET, AND A CHORD BEARING N89°36'07"W, 42.56 FEET; THENCE N02°30'21"W, 377.51 FEET; THENCE N87°29'39"E, 535.74 FEET; THENCE S58°01'38"E, 187.59 FEET; THENCE S38°03'06"E, 25.39 FEET; THENCE S02°30'29"E, 232.57 FEET; THENCE S02°30'06"E, 6.24 FEET TO THE POINT OF BEGINNING. CONTAINING 5.86 ACRES. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

EXHIBIT C  
SCHEDULE OF MAINTENANCE

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

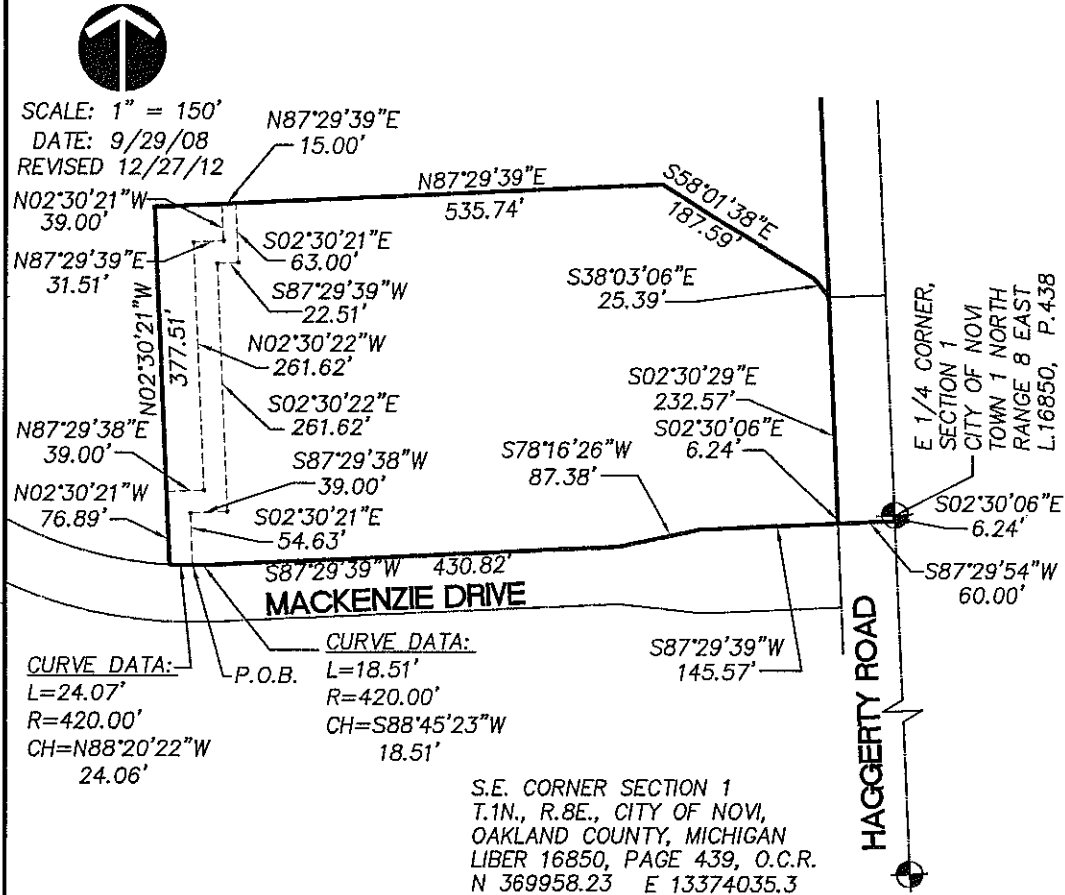
EXHIBIT D  
INGRESS/EGRESS EASEMENT



**CONSULTING INC.**  
 1200 LAWRENCE DRIVE  
 ROCHSTER HILLS, MI 48063  
 (248) 795-0077  
 1043000000000000

DRAFTER: JASON SUTTON, P.E.

**EXHIBIT 'D'**  
 INGRESS/EGRESS EASEMENT



**BASIN ACCESS EASEMENT:**

A PARCEL OF LAND, PART OF THE EAST 1/4 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S02°30'06"E, 6.24 FEET ALONG THE EAST LINE OF SECTION 1, S87°29'54"W, 60.00 FEET, S87°29'39"W, 145.57 FEET, S78°16'26"W, 87.38 FEET, S87°29'39"W, 430.82 FEET, AND 18.51 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 420.00 FEET AND A CHORD BEARING S88°45'23"W, 18.51 FEET TO THE POINT OF BEGINNING FROM THE EAST 1/4 CORNER OF SECTION 1; THENCE 24.07 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 420.00 FEET AND A CHORD BEARING N88°20'22"W, 24.06 FEET; THENCE N02°30'21"W, 76.89 FEET; THENCE N87°29'38"E, 39.00 FEET; THENCE N02°30'22"W, 261.62 FEET; THENCE N87°29'39"E, 31.51 FEET; THENCE N02°30'21"W, 39.00 FEET; THENCE N87°29'39"E, 15.00 FEET; THENCE S02°30'21"E, 63.00 FEET; THENCE S87°29'39"W, 22.51 FEET; THENCE S02°30'22"E, 261.62 FEET; THENCE S87°29'38"W, 39.00 FEET; THENCE S02°30'21"E, 54.63 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

EXHIBIT E  
DETENTION/SEDIMENTATION BASIN EASEMENT AREA (BASIN PROPERTY)





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1200 LAWRENCE LANE  
ROBERTS HILLS, MI 48068  
(248) 786-0887  
JDCON@GMAIL.COM

DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'E'

DETENTION/SEDIMENTATION BASIN  
EASEMENT AREA (BASIN PROPERTY)

CURVE DATA:

L=65.74'

R=30.00'

CH=N71°31'48"E

53.35'



SCALE: 1" = 150'

DATE: 11/7/12

REVISED 12/27/12

S45°41'45"E

34.02'

S45°41'45"E

20.00'

N08°45'21"E

193.96'

PROPOSED  
DETENTION BASIN  
EASEMENT

P.O.B.

N87°29'39"E 535.74'

S87°29'39"W

339.66'

CURVE DATA:

L=53.16'

R=30.00'

CH=N42°00'29"W

46.47'

CURVE DATA:

L=39.04'

R=15.00'

CH=S12°40'02"W

28.92'

S58°01'38"E

187.59'

N38°03'06"W

25.39'

N02°30'29"W

232.57'

S02°30'06"E

6.24'

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S02°30'06"E

6.24'

N02°30'21"W

377.51'

S78°16'26"W

87.38'

S87°29'39"W

430.82'

S87°29'39"W

145.57'

N02°30'06"W

6.24'

S87°29'39"W

60.00'

N02°30'06"W

6.24'

S87°29'39"W

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N02°30'06"W

6.24'

S87°29'39"W

6.24'

N02°30'06"W

6.24'

MACKENZIE DRIVE

HAGGERTY ROAD

E 1/4 CORNER,  
SECTION 1  
CITY OF NOVI  
TOWN 1 NORTH  
RANGE 8 EAST  
L.16850, P.438

S.E. CORNER SECTION 1  
T.1N., R.8E., CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN  
LIBER 16850, PAGE 439, O.C.R.  
N 369958.23 E 13374035.3

DETENTION BASIN 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 S02°30'06"E, 6.24 FEET ALONG THE EAST LINE OF SECTION 1, S87°29'54"W, 60.00 FEET; THENCE N02°30'06"W, 6.24 FEET; THENCE N02°30'29"W, 232.57 FEET; THENCE N38°03'06"W, 25.39 FEET; THENCE N58°01'38"W, 187.59 FEET; THENCE S87°29'39"W, 85.91 FEET TO THE POINT OF BEGINNING FROM THE EAST 1/4 CORNER OF SECTION 1; THENCE S87°29'39"W, 339.66 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, 193.96 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, 55.15 FEET; 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 TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.