



## CITY of NOVI CITY COUNCIL

**Agenda Item N**  
**February 27, 2017**

**SUBJECT:** Acceptance of a warranty deed from ATI Holdings, LLC for the dedication of a 60-foot master planned right-of-way half width along the west side of Meadowbrook Road north of I-96 as part of the office building project (parcels 22-14-200-015 and -016).

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

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

ATI Land Holdings, LLC, the developer of the Accurate Technologies, Inc. (ATI) Headquarters project is requesting the acceptance of a Warranty Deed conveying the master planned 60-foot right-of-way for Meadowbrook Road, along the frontage of the ATI Headquarters development, as proposed on the approved site plan.

The enclosed Warranty Deed has been favorably reviewed by the City Attorney (Beth Saarela's February 1 letter) and is recommended for approval.

**RECOMMENDED ACTION:** Acceptance of a warranty deed from ATI Holdings, LLC for the dedication of a 60-foot master planned right-of-way half width along the west side of Meadowbrook Road north of I-96 as part of the office building project (parcels 22-14-200-015 and -016).

Huron Cir

# Location Map

ATI Headquarters

Proposed 60' R.O.W.

Meadowbrook Rd

Gardenbrook Rd



Map Author: Theresa Bridges  
Date: February 1, 2017  
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





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

February 1, 2017

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

**Re: ATI Landholdings JSP14-0040  
Acceptance Documents**

Dear Mr. Melistas:

We have received and reviewed the following documents for ATI Landholdings:

- Sanitary Monitoring Manhole Access Easement (**Approved**)
- Water System Easement – Parcel 22-14-200-015 (**Approved**)
- Water System Easement – Parcel 22-14-401-016 (**Approved**)
- Warranty Deed – (**Approved**)
- Bills of Sale – Water (**Approved**)
- Title Commitment

**Water and Sanitary Sewer System Easements**

ATI Land Holdings, LLC, seeks to convey the Water System Easement and Sanitary Sewer System Access Easement and corresponding Bill of Sale for water main facilities serving the ATI Landholdings Property. We have reviewed and approve the format and language of the above Water System and Sanitary Sewer System Access Easements and corresponding Bill of Sale. The easement documents are consistent with the title commitment provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Maintenance and Guarantee Bond posted for the water system has been received and approved by the City's Bond Coordinator. The Bond is in place to guarantee the materials and workmanship of the water system facilities for two years from the date of acceptance.

George Melistas, Engineering Manager  
February 1, 2017  
Page 2

**Warranty Deed**

The Warranty Deed provided to the City for the adjacent Meadowbrook Road Right-of-Way is acceptable. The City Consulting Engineer has reviewed and approved the legal descriptions. The Warranty Deed may be placed on an upcoming City Council Agenda for acceptance. Once accepted by City Council, the Warranty Deed should be recorded with the Oakland County Register of Deeds in the usual manner.

Once accepted pursuant to Affidavit of the City Engineer, the Water and Sanitary Sewer System Access Easements should be recorded with the Oakland County Register of Deeds in the usual manner. The Bill of Sale and Title Commitment should be retained in the City's file.

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

- C: Cortney Hanson, Clerk (w/Enclosures-Originals to follow by Interoffice Mail)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Kirsten Mellem, Planner (w/Enclosures)  
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)  
Aaron Staup, Construction Engineer (w/Enclosures)  
Theresa Bridges, Civil Engineer (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Carl Becker and Juliet Murphy, Becker Law Firm (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

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# SPALDING DEDecker

Engineering & Surveying Excellence since 1954

January 31, 2017

Carl Becker & Juliet Murphy  
Becker Law Firm  
PO Box 536  
Oxford, Michigan 48371

Re: ATI Headquarters - Acceptance Documents Review  
Novi # JSP14-0040  
SDA Job No. NV15-218  
**EXHIBITS APPROVED**

Dear Mr. Becker & Ms. Murphy:

We have reviewed the Acceptance Document Package received by our office on January 31, 2017 against the Final Site Plan (Stamping Set) approved on April 21, 2015. We offer the following comments:

**Final Acceptance Documents:**

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

1. On-Site Water System Easement (Parcel 22-14-200-015) – (executed: exhibit dated 10-31-16) – Exhibits Approved.
2. On-Site Water System Easement (Parcel 22-14-401-16) – (executed: exhibit dated 05-25-16) – Exhibits Approved.
3. On-Site Sanitary Monitoring Manhole Access Easement – (executed: exhibit dated 01-04-17) – Exhibits Approved.
4. Storm Drainage Facility / Maintenance Easement Agreement – (executed: exhibit dated 01-04-17) – Exhibits Approved.
5. Wetland Conservation Easement - (executed: exhibit dated 09-26-16) – Exhibits Approved.
6. Warranty Deed for Meadowbrook Road Right-of-Way – (executed, unrecorded; dated 08-25-16) – Exhibits Approved.
7. Bills of Sale: Water Supply System – SUPPLIED – Approved.
8. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – Approved.
9. Sworn Statement - SUPPLIED – Approved.
10. Maintenance and Guarantee Bond – (in the amount of \$66,179.00) – SUPPLIED – Approved.

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# SPALDING DEDECKER

Engineering & Surveying Excellence since 1954

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

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

**It should be noted** that the Plan Review Center Report dated July 27, 2016 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

**SPALDING DEDECKER**



Brittany Allen, EIT  
Engineer

Cc (via Email):

George Melistas, City Engineering Senior Manager  
Cortney Hanson, City Clerk  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC  
Sarah Marchioni, City Building Project Coordinator  
Ted Meadows, Spalding DeDecker  
Taylor Reynolds, Spalding DeDecker  
Theresa Bridges, City Construction Engineer  
Darcy Rechtien, City Construction Engineer  
Angie Pawlowski, City Community Development Bond Coordinator  
Joe Kapelczak, JCK Inc.



**Title Connect LLC**  
*a title insurance agency*

**Schedule A**

**Agents for:**  
**FIRST AMERICAN TITLE INSURANCE**  
**COMPANY**

**Issued by:**  
**Title Connect, LLC.**  
**28470 W. 13 Mile Road, Suite 325**  
**Farmington Hills, MI 48334**  
**(248) 642-3256**

**Issue Date:**  
**January 11, 2017**  
**2006 ALTA COMMITMENT**

**Commitment No.: TC13-68429**

**Effective Date: December 21, 2015 at 8:00 A.M.**

- |   |                                |
|---|--------------------------------|
| 1. Policy or Policies to be issued:   | <u>AMOUNT</u>                  |
| a. ALTA Owner's Policy of Title Insurance (6-17-06):                                  | <b>\$ TBD</b>                  |
| Proposed Insured: <b>TBD</b>  |                                |
| b. ALTA Loan Policy of Title Insurance (6-17-06):                                     | <b>\$TBD</b>                   |
| Proposed Insured:   | <b>W/O STANDARD EXCEPTIONS</b> |
| 2. The estate or interest in the land described or referred to in this Commitment is: |                                |
| <b>Fee Simple</b>   |                                |
| 3. Title to the estate or interest in the land is at the Effective Date vested in:    |                                |
| <b>ATI Landing Holdings, LLC</b>  |                                |
| 4. The land referred to in this Commitment is described as follows:                   |                                |
| <b>Land situated in the City of Novi, County of Oakland, State of Michigan</b>        |                                |
| <b>Described as follows:</b>  |                                |

**Parcel 1:**

**Part of the Southeast 1/4 of the Northeast 1/4 Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows: Beginning at the East 1/4 corner of said Section 14; thence North 00 degrees 00 minutes 09 seconds West 525.87 feet along the East line of said Section 14; thence South 89 degrees 25 minutes 14 seconds West 660.00 feet; thence South 00 degrees 00 minutes 09 seconds East 526.74 feet to a point on the East and West 1/4 line of said Section 14; thence North 89 degrees 20 minutes 41 seconds East 660.00 feet along the East and West 1/4 line of said Section 14 to the Point of Beginning.**

**Parcel 2:**

Schedule A  
Continuation

2006 ALTA COMMITMENT

Commitment No.:<<ccommitno>>

**Part of the East 1/2 of the Southeast 1/4 Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows: Beginning at the East 1/4 corner of said Section 14; thence South 86 degrees 59 minutes 11 seconds West 1312.85 feet; thence South 02 degrees 39 minutes 12 seconds East 330.00 feet; thence North 86 degrees 59 minutes 11 seconds East 1318.82 feet; thence North 03 degrees 41 minutes 24 seconds West 330.00 feet to the point of beginning.**



**Schedule B – Section I  
Requirements**

**2006 ALTA COMMITMENT**

Commitment No.: **TC13-68429**

The following requirements to be complied with:

Comply with the general requirements as set forth on the inside cover to this title commitment.

*Specific Requirements:*

1. Pay all premiums, fees and charges for the policy.
2. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
3. Payment of all taxes and/or assessments as indicated unless shown as paid. All taxes indicated as due are base amounts only, penalty and interest, if any, will be added at the time of closing.
4. Disclose, in writing, any interest of others to this property that you have knowledge of that is not included in this Commitment. We may then make additional requirements or exceptions.
5. If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
6. Provide Company with fully executed copy of Purchase Agreement.
7. Provide company with a final meter reading and a receipt indicating all amounts are paid in full prior to closing. If the final meter reading and a paid in full receipt is not provided before closing the following Exception will appear on the final Policy.  
  
**NOTE: This Policy does not insure against any delinquent or current water charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water bill prior to Closing.**
8. Submit a copy of the Operating Agreement of ATI Land Holdings, LLC. Further Requirements may be made upon review of the Operating Agreement.
9. Submit Limited Liability Company's Resolution from ATI Land Holdings, LLC, authorizing said Limited Liability Company's to sell captioned property and further authorizing a designated member(s) to act on behalf of said company.
10. Submit evidence that ATI Land Holdings, LLC is in good standing. Certificate of Good Standing should not be older than six (6) months.
11. Record Deed from Recited Owner to Proposed Purchaser.
12. Record Discharge of the Future Advance Mortgage in the original amount of \$10,200,000.00 executed by ATI Land Holdings, LLC, a Michigan limited liability company to Comerica Bank dated June 3, 2015, and recorded June 17, 2015, in Liber 48296, Page 470, Oakland County Records.
13. Record mortgage, if any, to be insured from Proposed Purchaser(s) to Proposed Insured Lender.

**14. NOTE FOR INFORMATION:** In the event we receive a request to delete the Standard Exceptions on an Owner's Policy insuring commercial property, we will require an ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A; in the alternative, we will accept a prior survey, with an Affidavit of No New Improvements, with said Affidavit addressed to Title Connect, LLC and also to our underwriter, referenced on Schedule A.

With respect to the issuance of any "survey-based" endorsements for either an Owner's Policy or for a Loan Policy insuring commercial property, we will require a currently-dated ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A.

**15. PAY THE FOLLOWING TAXES AND ASSESSMENTS AS INDICATED UNLESS SHOWN AS PAID. ALL TAXES INDICATED AS DUE ARE BASE AMOUNTS ONLY. PENALTY AND INTEREST, IF ANY WILL BE ADDED AT TIME OF CLOSING:**

**26999 Meadowbrook Rd.  
Novi, MI 48377**

**26901 Meadowbrook Rd.  
Novi, MI 48377**

**Parcel ID Number: 22-14-200-015 (Parcel 1)**

**Taxes are:**

**2016 Winter Amount: \$678.50 Due**

**2016 Summer Amount: \$43,218.14 Paid**

**Special Assessments: None**

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**Parcel ID Number: 22-14-401-016 (Parcel 2)**

**Taxes are:**

**2016 Winter Amount: \$4,381.58 Due**

**2016 Summer Amount: \$11,792.08 Paid**

**Special Assessments: None**

**Schedule B-Section II**  
**Exceptions**

**2006 ALTA COMMITMENT**

Commitment No.: TC13-68429

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

*Standard Exceptions:*

- A. Rights or claims or claims of parties in possession not shown by the Public Records.
- B. Any encroachment, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
- C. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
- D. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- E. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- F. Taxes or assessments which are not shown as existing liens by the Public Records; proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- G. Taxes and assessments that are not yet due and payable

*Specific Exceptions:*

1. The Company does not make any representation as to the value of the property.
2. Rights of the public and any governmental unit in any part of the land taken, deeded or used for street, road or highway purposes.
3. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(2) of the Subdivision Control Act of 1967, as amended.
4. Taxes which are a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the date of the commitment, including all assessments for weed cutting, grass cutting or any other matters for which City services were provided but not assessed against the tax rolls prior to the effective date of the Commitment.

5. This Policy does not insure against any delinquent or current water charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water bill prior to Closing.

6. Rights of tenants under any unrecorded leases, as to tenants only.

7. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 48435, Page 363, Oakland County Records.

8. DTE Electric Company Underground Easement (Right of Way) in favor of DTE Electric Company as disclosed by instrument recorded in Liber 49214, Page 145, Oakland County Records.

9. Terms and Conditions contained in Declaration of Taking as disclosed by instrument recorded in Liber 7217, Page 483, Oakland County Records.

10. Easement in favor of Consumers Power Company as disclosed by Notice of Claim Under the Marketable Title Act recorded in Liber 14579, Page 885, Oakland County Records.

11. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 48435, Page 363, Oakland County Records.

For Lender's Title Policy only:

Title Connect LLC is expressly not an agent of the insured Lender, or assignee of the insured Lender, either expressed nor implied, to ensure their compliance with any of the Anti-Terrorism laws (means any law relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery) notwithstanding any language in the closing instructions to the contrary. This disclaimer will only be provided with this commitment and not repeated on the final Title Insurance Policy.

**COUNTERSIGNED:  
TITLE CONNECT, LLC.**



**AUTHORIZED SIGNATORY**

**NOTE: TITLE CONNECT CHARGES A TITLE PRODUCTION FEE FOR THIS TITLE COMMITMENT THAT WILL ONLY BE WAIVED IF A TITLE POLICY IS ISSUED AND PAID FOR PURSUANT TO THIS TITLE COMMITMENT. THE FEE FOR THIS SERVICE IS \$125.00 FOR RESIDENTIAL PROPERTY AND \$500.00 FOR COMMERCIAL PROPERTY. IF NO TITLE POLICY IS ISSUED AND PAID FOR THEN THIS FEE WILL BE DUE AND PAYABLE 180 DAYS AFTER THE EFFECTIVE DATE OF THIS COMMITMENT – UNLESS WAIVED, IN WRITING, BY THE PRESIDENT OF TITLE CONNECT, LLC.**

**SANITARY MONITORING MANHOLE ACCESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that ATI Land Holdings, LLC, a Michigan limited liability company whose address 3640 Northwood Blvd, West Bloomfield, Michigan, 48324 (hereinafter referred to as "Grantor") being the title holder to the following described parcel of land, to-wit:

**EXHIBIT A**

Tax Identification Number: 22-1A-200-013

For and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan, 48375, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for sanitary monitoring manhole access, over, upon, across, in, through and under the following described real property to-wit:

**EXHIBIT B**

And to enter upon sufficient land adjacent to said sanitary monitoring manhole access easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the sanitary sewer lines and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through or under the above-described easement, except that subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sanitary sewer in the easement areas shown on the attached and incorporated Exhibit B.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee and their respective heirs, representatives, successors and assigns.

13 IN WITNESS WHEREOF, the undersigned Grantor has affixed their signature this day of January, 2017.

GRANTOR:  
ATI LAND HOLDINGS, LLC, a  
Michigan limited liability company

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

*Robert Kasprzyk*

STATE OF MICHIGAN }  
  }SS.  
COUNTY OF OAKLAND }

On this 13 day of January, 2017, before me, personally appeared the above named Robert Kasprzyk, the Manager of ATI Land Holdings, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

JULIET M MURPHY  
Notary Public - Michigan  
Oakland County  
My Commission Expires Oct 15, 2020  
Acting in the County of Oakland

Juliet M. Murphy, Notary Public  
Oakland County, Michigan  
My Commission expires: 10/15/20  
Notarized in the County of: Oakland

THIS INSTRUMENT DRAFTED BY:  
Carl G. Becker, Esq.  
Becker Law Firm, PLC  
PO Box 536  
Oxford, Michigan 48371

WHEN RECORDED RETURN TO:  
Maryanne Cornelius, Clerk  
City of Novi  
45175 W. Ten Mile Road  
Novi, Michigan 48375

**CONSENT TO EASEMENT**

As the holder of a mortgagee interest in and to the property referenced in the Sanitary Monitoring Manhole Access Easement, dated 1/13, 2017 attached hereto and incorporated as Exhibit A, whereby ATI Land Holdings, LLC, grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 27 day of January, 2017

**Comerica Bank**

By: [Signature]  
(Print Name) Marilyn Joy Hale  
Its: Vice President

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing Consent to Easement was acknowledged before me this 27th day of January, 2017 by Marilyn Joy Hale, the Vice President of Comerica Bank, a Michigan corporation.

[Signature]  
Notary Public  
Acting in Oakland County, MI  
My commission expires: 5-29-18



# Exhibit A

Land situated in the City of Novi, County of Oakland, State of Michigan  
Described as follows:

**Parcel 1:**

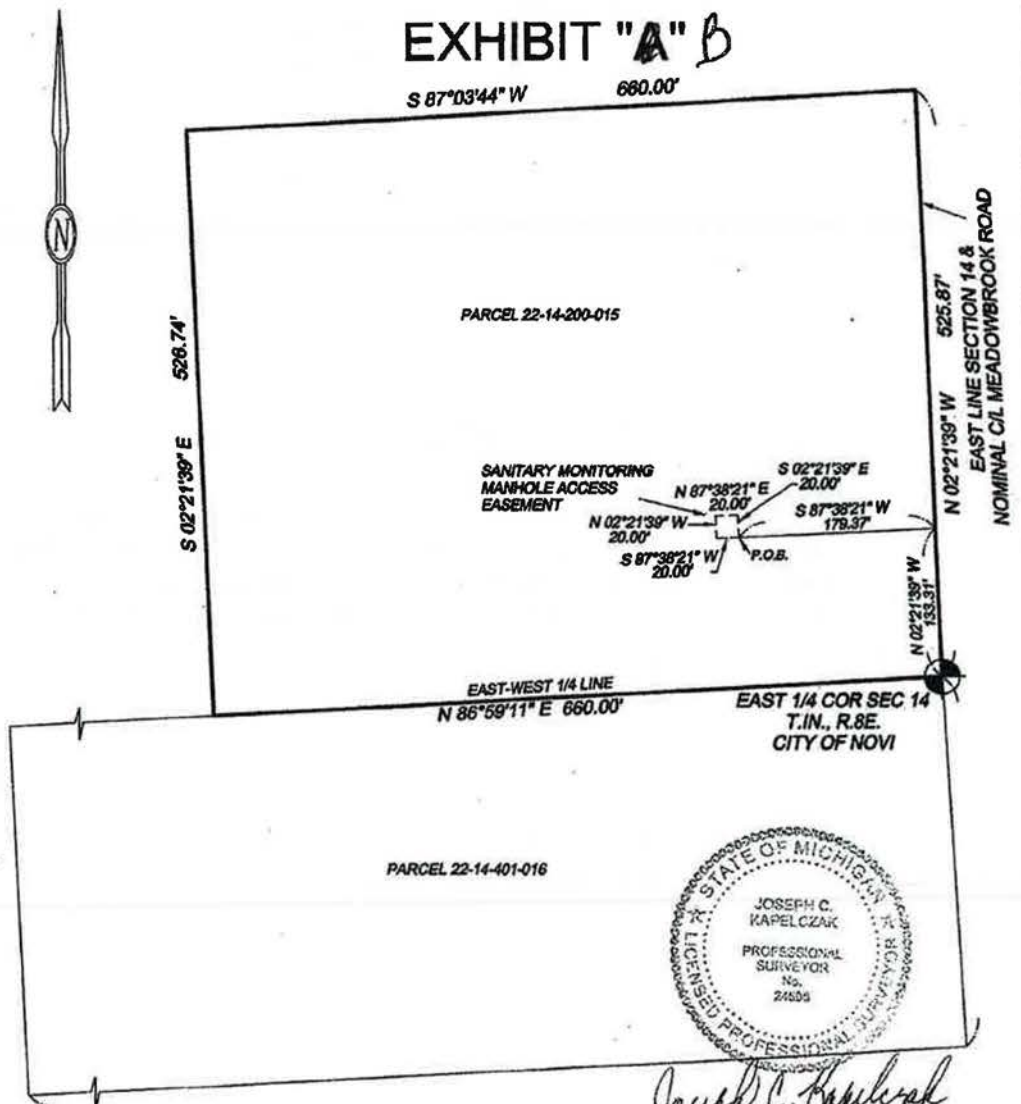
Part of the Southeast 1/4 of the Northeast 1/4 Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows: Beginning at the East 1/4 corner of said Section 14; thence North 00 degrees 00 minutes 09 seconds West 525.87 feet along the East line of said Section 14; thence South 89 degrees 25 minutes 14 seconds West 660.00 feet; thence South 00 degrees 00 minutes 09 seconds East 526.74 feet to a point on the East and West 1/4 line of said Section 14; thence North 89 degrees 20 minutes 41 seconds East 660.00 feet along the East and West 1/4 line of said Section 14 to the Point of Beginning.

26999 Meadowbrook Rd.  
Novi, MI 48377

Parcel ID Number: 22-14-200-015 (Parcel 1)

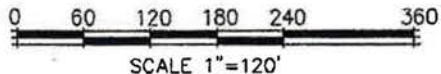


# EXHIBIT "A" B



**SANITARY MONITORING MANHOLE EASEMENT**  
 PART OF THE NORTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED N02°21'39" W ALONG THE EAST LINE OF SAID SECTION 14, 133.31 FEET AND S 87°38'21" W, 179.37 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE CONTINUING S 87°38'21" W, 20.00 FEET; THENCE N 02°21'39" W, 20.00 FEET; THENCE N 87°38'21" E, 20.00 FEET; THENCE S 02°21'39" E, 20.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:  
 PART OF THE NORTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE N02°21'39" W ALONG THE EAST LINE OF SAID SECTION 14, 526.87 FEET; THENCE S87°03'44" W, 660.00 FEET; THENCE S02°21'39" E, 526.74 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14; THENCE N86°59'11" E ALONG SAID EAST-WEST 1/4 LINE, 660.00 FEET THE POINT OF BEGINNING, CONTAINING 7.97 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



REV. 1/11/17  
 REV. 5/25/16

Scale	1"=120'
Date	4/13/16
Job No.	10186
Sheet No.	1 of 1

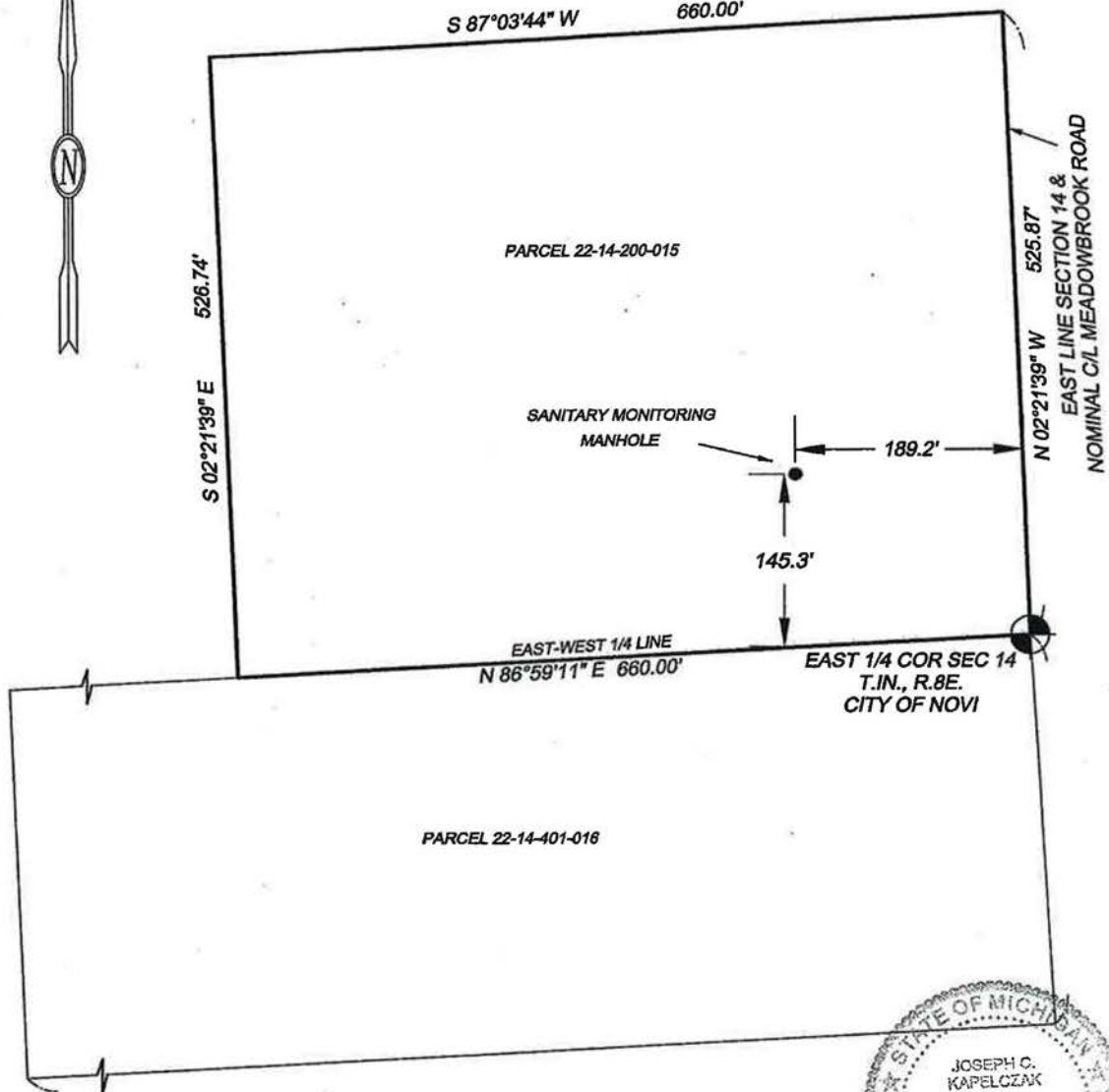
**ACCURATE TECHNOLOGIES, INC.**  
 CITY OF NOVI, OAKLAND CO., MI.

**SANITARY MONITORING MANHOLE EASEMENT**



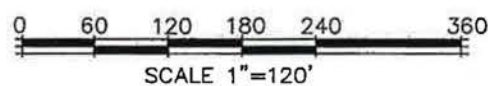
8615 RICHARDSON ROAD  
 SUITE 100  
 COMMERCE TWP, MI. 48390  
 PHONE: 248-363-2650  
 FAX: 248-363-1946

# EXHIBIT "A"



*Joseph C. Kapelczak*

A BLANKET SANITARY MONITORING MANHOLE ACCESS EASEMENT ACROSS THE FOLLOWING DESCRIBED PARCEL:  
 PART OF THE NORTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,  
 DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE N02°21'39"W ALONG THE  
 EAST LINE OF SAID SECTION 14, 525.87 FEET; THENCE S87°03'44"W, 660.00 FEET; THENCE S02°21'39"E,  
 526.74 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14; THENCE N86°59'11"E ALONG SAID  
 EAST-WEST 1/4 LINE, 660.00 FEET THE POINT OF BEGINNING. CONTAINING 7.97 ACRES AND SUBJECT TO  
 EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



REV. 1/04/2017

Scale:  
1"=120'  
Date:  
4/13/15  
Job No.:  
10196  
Shl. No.:  
1 of 1

**ACCURATE TECHNOLOGIES, INC.**  
CITY OF NOVI, OAKLAND CO., MI.

**SANITARY MONITORING MANHOLE ACCESS EASEMENT**



6615 RICHARDSON ROAD  
SUITE 100  
COMMERCE TWP, MI. 48390  
PHONE: 248-363-2550  
FAX: 248-363-1646

**WATER MAIN EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that ATI Land Holdings, LLC, a Michigan limited liability company whose address is 3640 Northwood Blvd, West Bloomfield, Michigan, 48324 (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

**EXHIBIT A**

Tax Identification Number: 22-14-200-015

For and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan, 48375 (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through and under the following described real property to-wit:

**EXHIBIT B**

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permeant structures on, over, across, in, through or under the above-described easement, except that subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit A.

Further, Grantor is granted a Blanket Access Easement to enter any portion of Exhibit A for purposes of exercising the rights and privileges granted hereunder; provided, however, that Grantee is to act in such a manner following entry as to protect the property

of Exhibit A and repair it as necessary to bring the property under Exhibit A back to the condition it was in prior to each end every entry.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee and their respective heirs, representatives, successors and assigns.

13 IN WITNESS WHEREOF, the undersigned Grantor has affixed their signature this day of January, 2018.

GRANTOR:  
ATI LAND HOLDINGS, LLC, a  
Michigan limited liability company

By: [Signature]  
Its: Manager  
Robert Kasprzyk

STATE OF MICHIGAN }  
                                  }SS  
COUNTY OF OAKLAND }

On this 13 day of January, 2018, before me, personally appeared the above named Robert Kasprzyk, the Manager of ATI Land Holdings, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

**JULIET M MURPHY**  
Notary Public - Michigan  
Oakland County  
My Commission Expires Oct 15, 2020  
Acting in the County of Oakland

[Signature]  
Juliet M. Murphy, Notary Public  
Oakland County, Michigan  
My Commission expires: 10/15/20  
Notarized in the County of: Oakland

THIS INSTRUMENT DRAFTED BY:  
Carl G. Becker, Esq.  
Becker Law Firm, PLC  
PO Box 536  
Oxford, Michigan 48371  
WHEN RECORDED RETURN TO:  
Maryanne Cornelius, Clerk

City of Novi  
45175 W. Ten Mile Road  
Novi, Michigan 48375



# EXHIBIT "A"

## EASEMENT DESCRIPTION

A 20 FOOT WIDE WATER MAIN EASEMENT LOCATED IN THE NORTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THE CENTER LINE OF SAID EASEMENT DESCRIBED AS BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14, SAID POINT BEING S 86°59'11" W, 105.74 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE N 02°21'39" W, 22.66 FEET TO POINT "A"; THENCE CONTINUING N 02°21'39" W, 233.17 FEET; THENCE N 47°21'39" W, 7.07; THENCE S 87°38'21" W, 75.23 FEET TO POINT "B"; THENCE CONTINUING S 87°38'21" W, 96.09 FEET; THENCE S 42°38'21" W, 7.07 FEET; THENCE S 02°21'39" E, 10.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT POINT "A"; THENCE N 87°38'21" E, 45.74 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT POINT "B"; THENCE N 02°21'39" W, 31.50 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14, SAID POINT BEING S 86°59'11" W, 447.74 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE N 22°02'32" W, 12.49 FEET; THENCE N 32°21'41" W, 53.12 FEET TO THE POINT OF ENDING.

THE ABOVE EASEMENTS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:  
PART OF THE NORTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,  
DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE N02°21'39"W ALONG THE  
EAST LINE OF SAID SECTION 14, 525.87 FEET; THENCE S87°03'44"W, 660.00 FEET; THENCE S02°21'39"E,  
526.74 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14; THENCE N86°59'11"E ALONG SAID  
EAST-WEST 1/4 LINE, 660.00 FEET THE POINT OF BEGINNING. CONTAINING 7.97 ACRES AND SUBJECT TO  
EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



*Joseph C. Kapelczak*

REV. 10/31/16  
© REV. 5/25/16

Scale:  
Date:  
4/19/16  
Job No.:  
10180  
Sht. No.:  
2 of 2

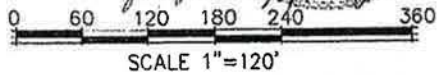
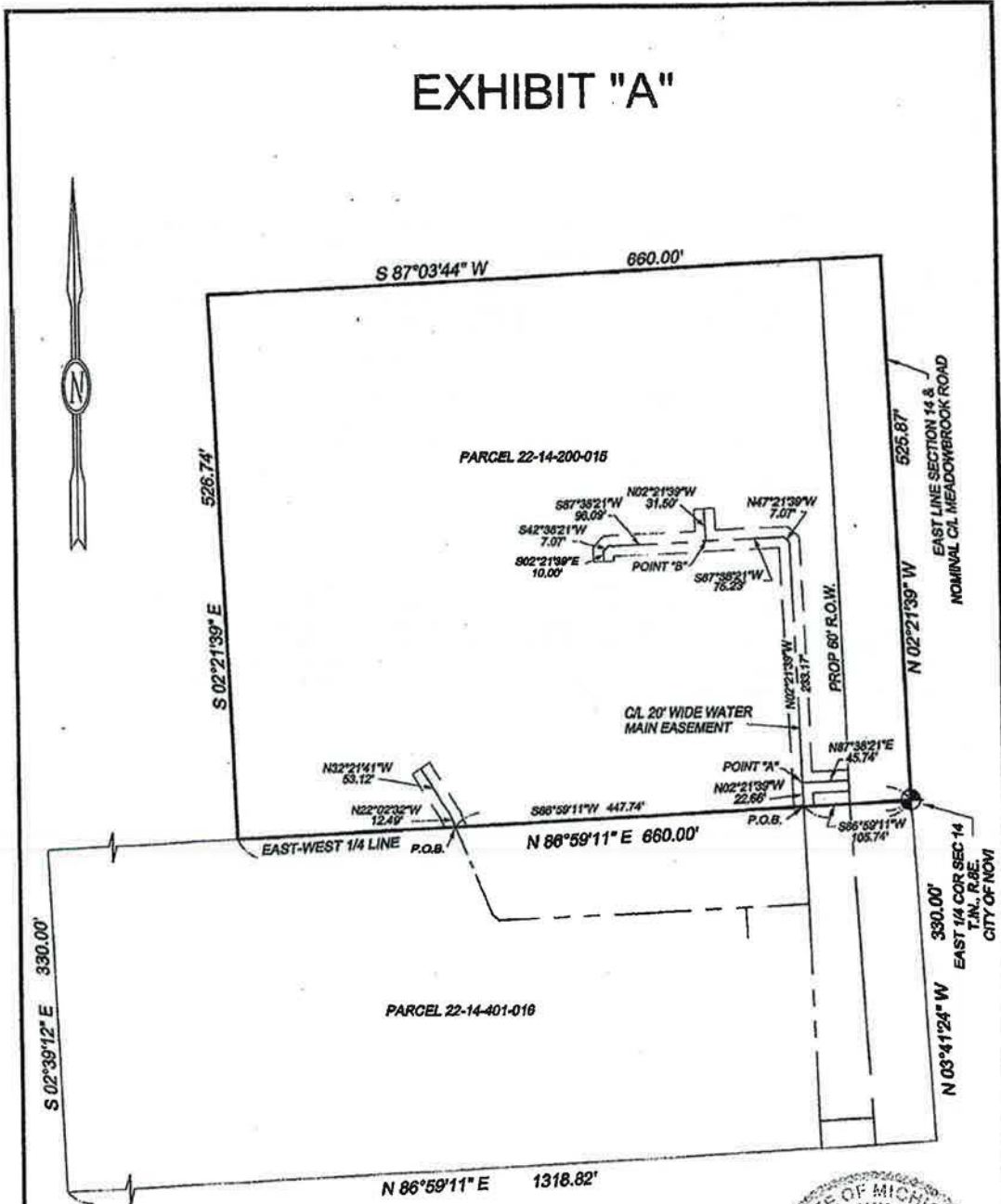
**ACCURATE  
TECHNOLOGIES, INC.**  
CITY OF NOVI, OAKLAND CO., MI.

**WATER MAIN EASEMENT  
PARCEL 22-14-200-015**



8615 RICHARDSON ROAD  
SUITE 100  
COMMERCE TWP., MI 48390  
PHONE: 248-353-2500  
FAX: 248-353-1045

# EXHIBIT "A"



REV. 10/31/16  
REV. 5/25/16

Scale:  
1"=120'  
Date:  
4/13/15  
Job No.:  
19192  
Sht. No.:  
1 of 2

**ACCURATE TECHNOLOGIES, INC.**  
CITY OF NOVI, OAKLAND CO., MI.

**WATER MAIN EASEMENT  
PARCEL 22-14-200-015**



8615 RICHARDSON ROAD  
SUITE 100  
COMMERCE TWP., MI. 48390  
PHONE: 248-363-2550  
FAX: 248-363-1646

**WATER MAIN EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that ATI Land Holdings, LLC, a Michigan limited liability company whose address is 3640 Northwood Blvd, West Bloomfield, Michigan, 48324 (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

**EXHIBIT A**

Tax Identification Number: 22-14-401-016

For and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan, 48375 (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through and under the following described real property to-wit:

**EXHIBIT B**

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permeant structures on, over, across, in, through or under the above-described easement, except that subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit A.

Further, Grantor is granted a Blanket Access Easement to enter any portion of Exhibit A for purposes of exercising the rights and privileges granted hereunder; provided, however, that Grantee is to act in such a manner following entry as to protect the property







# EXHIBIT "A"

## EASEMENT DESCRIPTION

A 20 FOOT WIDE WATER MAIN EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THE CENTER LINE OF SAID EASEMENT DESCRIBED AS BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14, SAID POINT BEING S 86°59'11" W, 105.74 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S 02°21'39" E, 96.86 FEET TO POINT "C"; THENCE CONTINUING S 02°21'39" E, 207.13 FEET TO POINT "D"; THENCE CONTINUING S 02°21'39" E, 28.01 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT POINT "C"; THENCE S 87°27'44" W, 60.60 FEET TO POINT "E"; THENCE CONTINUING S 87°27'44" W, 243.44 FEET; THENCE N 47°32'16" W, 9.53 FEET; THENCE N 22°02'32" W, 92.60 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT POINT "D"; THENCE N 87°38'21"E, 52.78 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT POINT "E"; THENCE S 02°32'16"E, 29.10 FEET TO THE POINT OF ENDING.

THE ABOVE EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:  
PART OF THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S86°59'11"W ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 14, 1312.85 FEET; THENCE S02°39'12"E, 330.00 FEET; THENCE N86°59'11"E, 1318.82 FEET TO THE EAST LINE OF SAID SECTION 14; THENCE N03°41'24"W ALONG SAID EAST LINE, 330.02 FEET TO THE POINT OF BEGINNING. CONTAINING 9.97 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



*Joseph C. Kapelczak*

REV. 1/11/17  
© REV. 5/25/16

Scale:  
Date: 4/13/15  
Job No.: 10196  
Sht. No.: 2 of 2

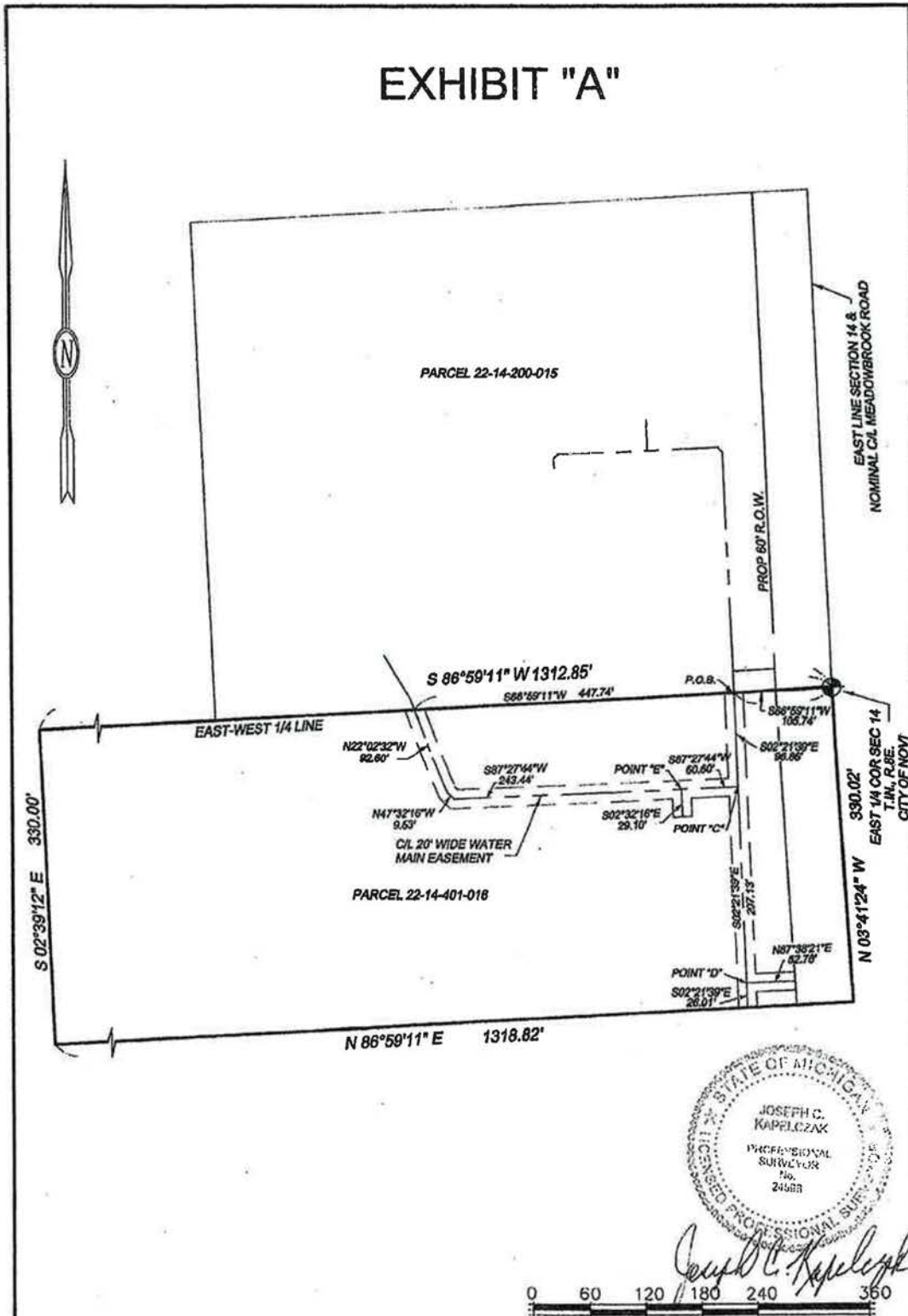
**ACCURATE TECHNOLOGIES, INC.**  
CITY OF NOVI, OAKLAND CO., MI.

**WATER MAIN EASEMENT PARCEL 22-14-401-016**



8816 RICHARDSON ROAD  
SUITE 100  
COMMERCE TWP, MI. 48300  
PHONE: 248-383-2520  
FAX: 248-383-1648

# EXHIBIT "A"



REV. 1/11/17  
REV. 5/25/16

Scale: 1"=120'  
Date: 4/19/15  
Job No.: 10196  
Dwg. No.: 1 of 2

**ACCURATE TECHNOLOGIES, INC.**  
CITY OF NOVI, OAKLAND CO., MI.

**WATER MAIN EASEMENT  
PARCEL 22-14-401-016**



8815 RICHARDSON ROAD  
SUITE 100  
COMMERCE TWP. MI. 48390  
PHONE: 248-383-2550  
FAX: 248-383-1646

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that ATI Land Holdings, LLC, whose address is 3640 Northwood Blvd, West Bloomfield, Michigan 48009, for the sum of \$1.00 One Dollar, 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 supply and sanitary sewer according to the easements and/or public rights-of-way therefore established described as follows:

{See the Attached and Incorporated Exhibit A}

with no warranties, express or implied other than the warranty of title. In witness whereof, the undersigned has executed these presents this 13 day of January, 2017

Signed by

ATI Land Holdings LLC, a Michigan  
Limited liability company

A  
By: Robert Kasprzyk  
Its: Member

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 13 day of January, 2017, by ROBERT KASPRZYK member of ATI LAND HOLDINGS LLC, a Michigan limited liability company.

JULIET M MURPHY  
Notary Public - Michigan  
Oakland County  
My Commission Expires Oct 15, 2020  
Acting in the County of Oakland

[Signature]  
Notary Public  
County, Michigan  
My Commission Expires:

Drafted by:  
Elizabeth M. Kudla  
30903 Northwestern Highway  
Farmington Hills, MI 48334

Return to:  
Cortney Hanson, Clerk  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375-3024

# Exhibit A

---

Land situated in the City of Novi, County of Oakland, State of Michigan  
Described as follows:

**Parcel 1:**

Part of the Southeast 1/4 of the Northeast 1/4 Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows: Beginning at the East 1/4 corner of said Section 14; thence North 00 degrees 00 minutes 09 seconds West 525.87 feet along the East line of said Section 14; thence South 89 degrees 25 minutes 14 seconds West 660.00 feet; thence South 00 degrees 00 minutes 09 seconds East 526.74 feet to a point on the East and West 1/4 line of said Section 14; thence North 89 degrees 20 minutes 41 seconds East 660.00 feet along the East and West 1/4 line of said Section 14 to the Point of Beginning.

**Parcel 2:**

Part of the East 1/2 of the Southeast 1/4 Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows: Beginning at the East 1/4 corner of said Section 14; thence South 86 degrees 59 minutes 11 seconds West 1312.85 feet; thence South 02 degrees 39 minutes 12 seconds East 330.00 feet; thence North 86 degrees 59 minutes 11 seconds East 1318.82 feet; thence North 03 degrees 41 minutes 24 seconds West 330.00 feet to the point of beginning.

---

26999 Meadowbrook Rd.  
Novi, MI 48377

26901 Meadowbrook Rd.  
Novi, MI 48377

Parcel ID Number: 22-14-200-015 (Parcel 1)

---

Parcel ID Number: 22-14-401-016 (Parcel 2)

# EXHIBIT "A"

**EASEMENT DESCRIPTION**

A 20 FOOT WIDE WATER MAIN EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THE CENTER LINE OF SAID EASEMENT DESCRIBED AS BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14, SAID POINT BEING S 06°59'11" W, 105.74 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S 02°21'39" E, 96.66 FEET TO POINT "C"; THENCE CONTINUING S 02°21'39" E, 207.13 FEET TO POINT "D"; THENCE CONTINUING S 02°21'39" E, 26.01 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT POINT "C"; THENCE S 87°27'44" W, 60.60 FEET TO POINT "E"; THENCE CONTINUING S 87°27'44" W, 243.44 FEET; THENCE N 47°32'16" W, 9.53 FEET; THENCE N 22°02'32" W, 92.60 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT POINT "D"; THENCE N 87°38'21"E, 52.78 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT POINT "E"; THENCE S 02°32'16"E, 26.10 FEET TO THE POINT OF ENDING.

THE ABOVE EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:  
PART OF THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S86°09'11"W ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 14; 1312.85 FEET; THENCE S02°39'12"E, 330.00 FEET; THENCE N86°59'11"E, 1318.82 FEET TO THE EAST LINE OF SAID SECTION 14; THENCE N03°41'24"W ALONG SAID EAST LINE, 330.02 FEET TO THE POINT OF BEGINNING; CONTAINING 9.97 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



*Joseph B. Kapalegh*

REV. 1/11/17  
REV. 3/25/16

Scale:  
Date:  
4/13/18  
Job No.:  
1918  
Sht. No.:  
2 of 2

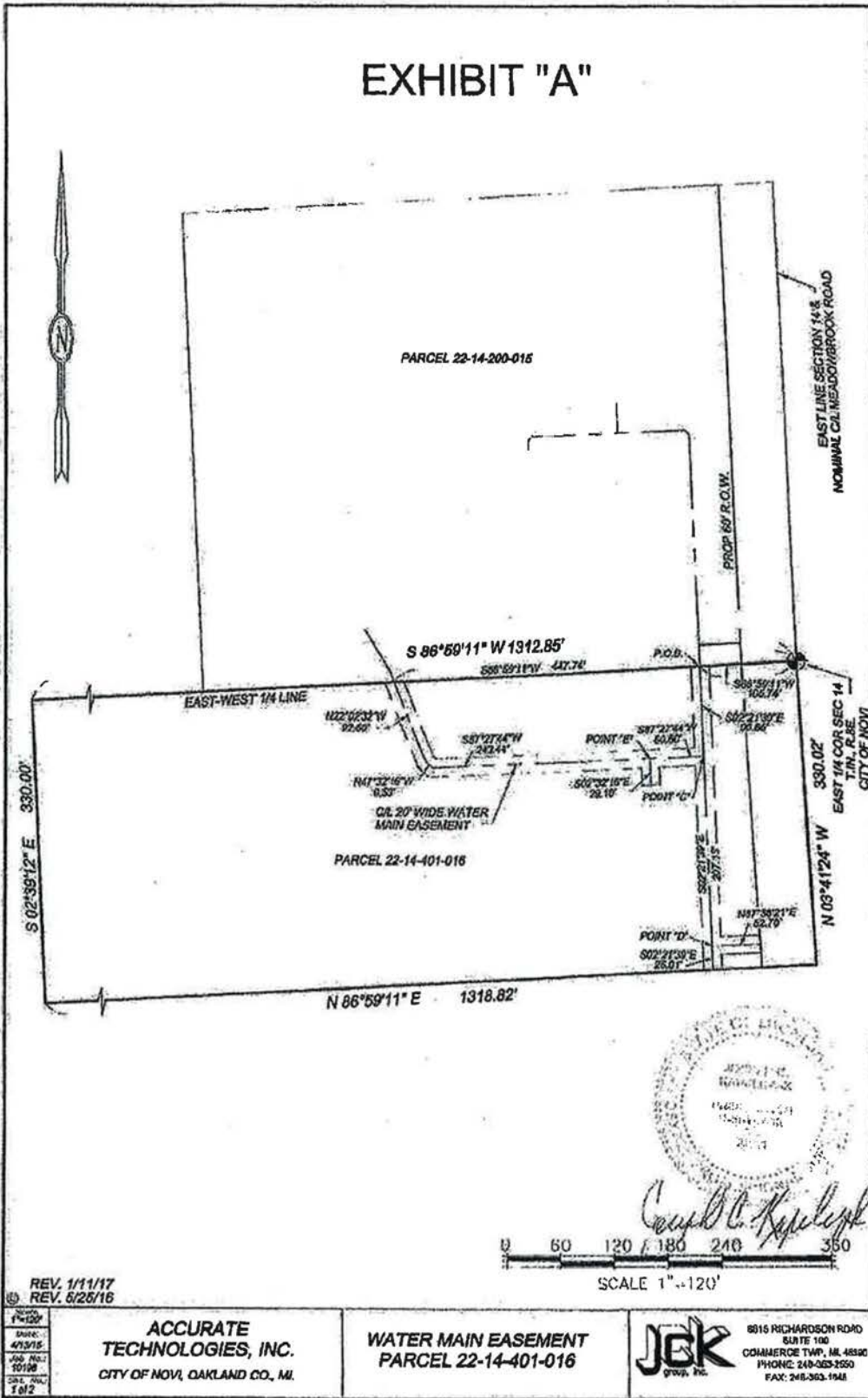
**ACCURATE  
TECHNOLOGIES, INC.**  
CITY OF NOVI, OAKLAND CO., MI.

**WATER MAIN EASEMENT  
PARCEL 22-14-401-016**



6015 RICHARDSON ROAD  
SUITE 100  
COMMERCE TWP., MI, 48000  
PHONE: 248-303-7350  
FAX: 248 303-1646

# EXHIBIT "A"





# EXHIBIT "A"

## EASEMENT DESCRIPTION

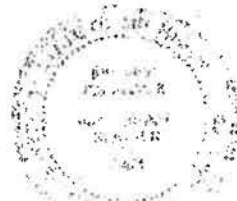
A 20 FOOT WIDE WATER MAIN EASEMENT LOCATED IN THE NORTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THE CENTER LINE OF SAID EASEMENT DESCRIBED AS BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14, SAID POINT BEING S 88°59'11" W, 105.74 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE N 02°21'39" W, 22.56 FEET TO POINT "A"; THENCE CONTINUING N 02°21'39" W, 233.17 FEET; THENCE N 47°21'39" W, 7.07; THENCE S 87°38'21" W, 75.23 FEET TO POINT "B"; THENCE CONTINUING S 87°38'21" W, 68.09 FEET; THENCE S 42°38'21" W, 7.07 FEET; THENCE S 02°21'39" E, 10.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT POINT "A"; THENCE N 87°38'21" E, 45.74 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT POINT "B"; THENCE N 02°21'39" W, 31.50 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14, SAID POINT BEING S 88°59'11" W, 447.74 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE N 22°02'32" W, 12.49 FEET; THENCE N 32°21'41" W, 53.12 FEET TO THE POINT OF ENDING.

THE ABOVE EASEMENTS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:  
PART OF THE NORTHEAST 1/4 OF SECTION 14, T. 1N., R. 8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,  
DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE N 02°21'39" W ALONG THE  
EAST LINE OF SAID SECTION 14, 525.67 FEET; THENCE S 87°03'44" W, 660.00 FEET; THENCE S 02°21'39" E,  
525.74 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14; THENCE N 88°59'11" E ALONG SAID  
EAST-WEST 1/4 LINE, 660.00 FEET THE POINT OF BEGINNING. CONTAINING 7.97 ACRES AND SUBJECT TO  
EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



*Joseph C. Kapilek*

REV. 10/31/16  
REV. 6/25/16

Scale:  
Date:  
Job No:  
Sheet No:

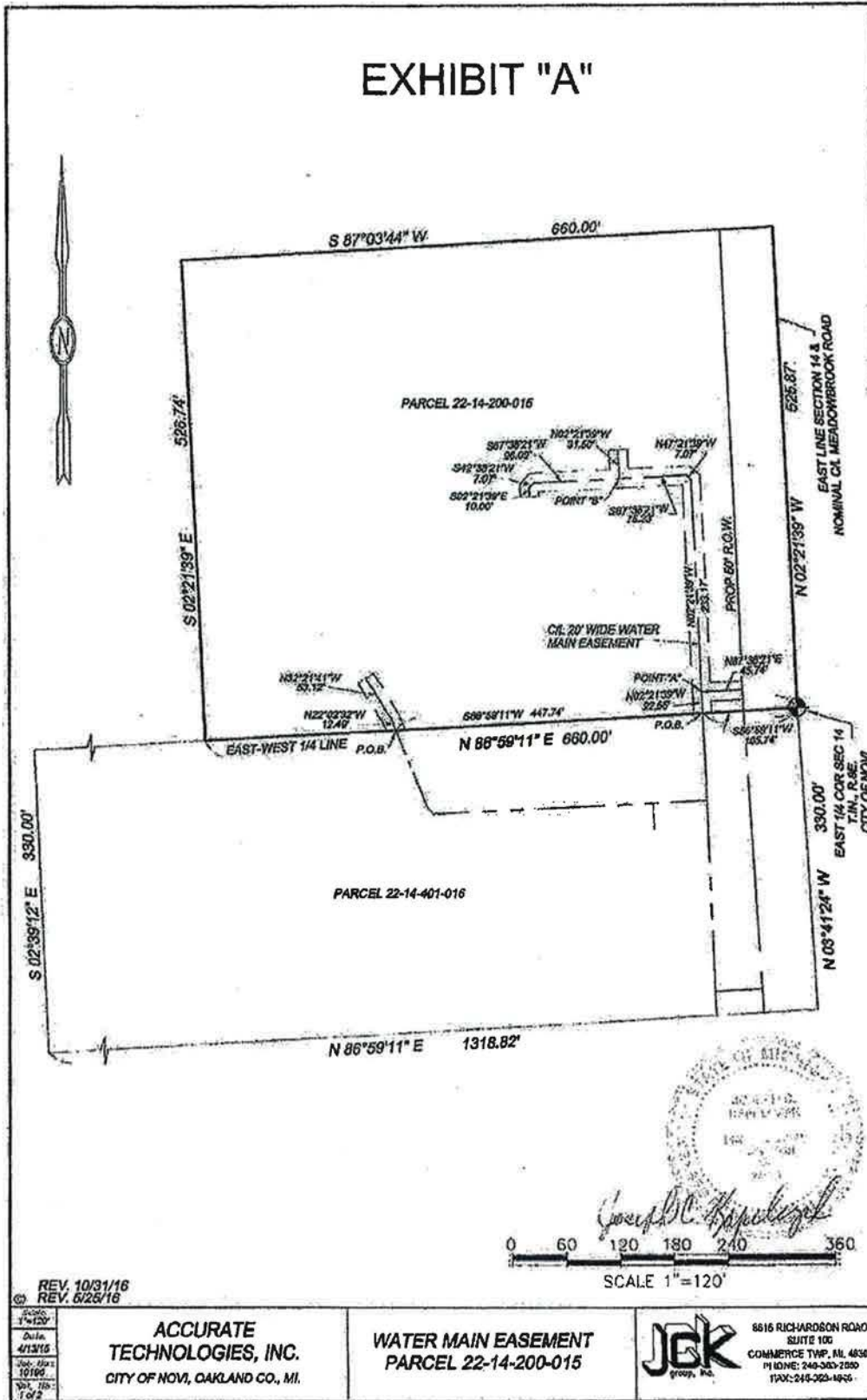
**ACCURATE  
TECHNOLOGIES, INC.**  
CITY OF NOVI, OAKLAND CO., MI.

**WATER MAIN EASEMENT  
PARCEL 22-14-200-015**



8515 RICHARDSON ROAD  
SUITE 100  
COMMERCIAL TWP., MI. 48380  
PHONE: 248-253-2100  
FAX: 248-253-1640

# EXHIBIT "A"



REV. 10/31/16  
REV. 6/25/16

Scale:  
1"=120'  
Date:  
4/13/15  
Job No.:  
19169  
Sht. No.:  
1 of 2

**ACCURATE TECHNOLOGIES, INC.**  
CITY OF NOVI, OAKLAND CO., MI.

**WATER MAIN EASEMENT**  
**PARCEL 22-14-200-015**



8616 RICHARDSON ROAD  
SUITE 100  
COMMERCE TWP, MI 48390  
PHONE: 248-363-2050  
FAX: 248-363-1426



The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2016, by Robert Kasprzyk, managing member of ATI Land Holdings, LLC, a Michigan limited liability company.

JULIET M. MURPHY, Notary Public  
Oakland County, Michigan  
My Commission Expires: 10/15/20  
Notarized in the County of Oakland



When recorded return to:  
Marryanne Cornelius, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, Michigan 48375-3024

Send Subsequent Tax Bills to:  
City of Novi  
45175 Ten Mile Road  
Novi, Michigan 48375-3024

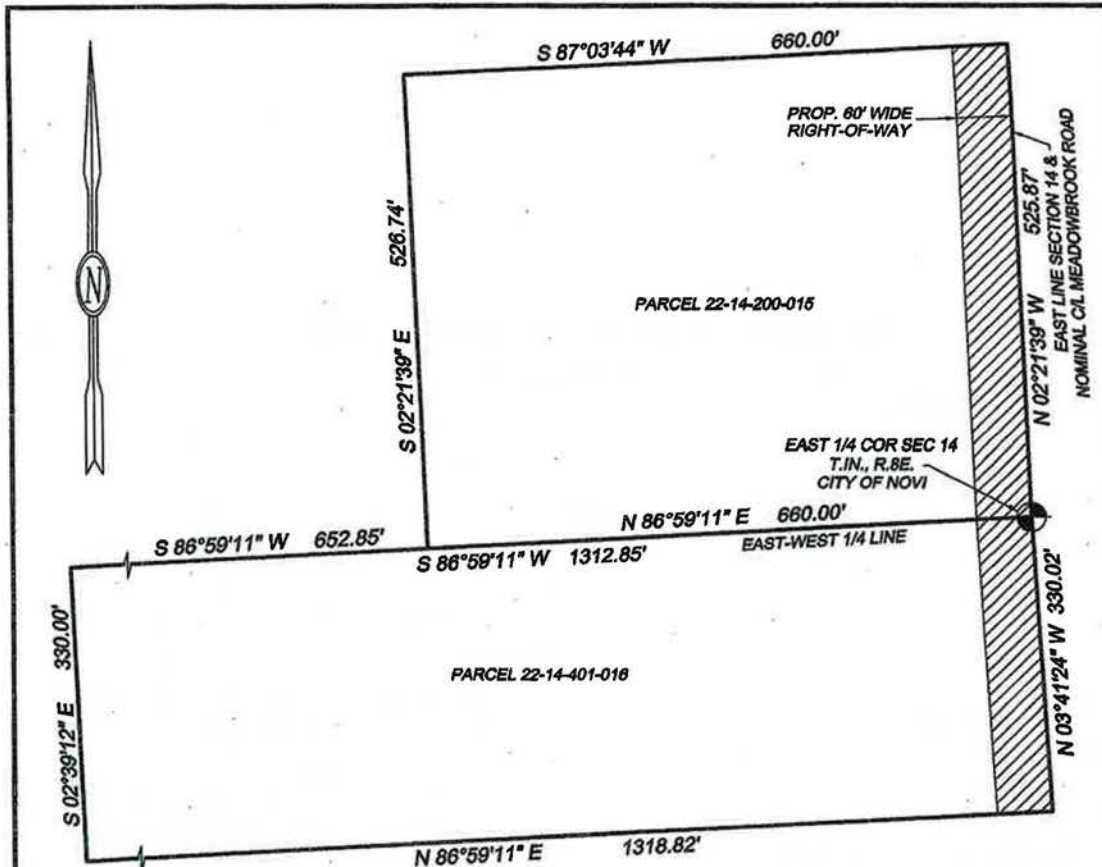
Drafted by:  
Carl G. Becker, Esq.  
Becker Law Firm, PLC  
PO Box 536  
Oxford, Michigan 48371

Tax Parcel ID Nos: 22-14-260-015/ 22-14-401-016

Job No.: \_\_\_\_\_

Recording Fee: \_\_\_\_\_

Transfer Tax: \_\_\_\_\_



BEARINGS BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 14 BEING N02°21'39"W. NAD 83 (CORS 2011) SPC MI. STATE PLANE COORDINATE SOUTH ZONE

**RIGHT-OF-WAY DESCRIPTION PARCEL 22-14-200-015**

THE EASTERLY 60 FEET OF THE FOLLOWING DESCRIBED PARCEL:  
 PART OF THE NORTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,  
 DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE N02°21'39"W ALONG THE  
 EAST LINE OF SAID SECTION 14, 525.87 FEET; THENCE S87°03'44"W, 660.00 FEET; THENCE S02°21'39"E,  
 526.74 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14; THENCE N86°59'11"E ALONG SAID  
 EAST-WEST 1/4 LINE, 660.00 FEET THE POINT OF BEGINNING. CONTAINING 7.97 ACRES AND SUBJECT TO EASEMENTS  
 AND RIGHT-OF-WAYS OF RECORD.

**RIGHT-OF-WAY DESCRIPTION FOR PARCELS 22-14-401-016**

THE EASTERLY 60 FEET OF THE FOLLOWING DESCRIBED PARCEL:  
 PART OF THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,  
 DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S86°59'11"W ALONG THE  
 EAST-WEST 1/4 LINE OF SAID SECTION 14, 1312.85 FEET; THENCE S02°39'12"E, 330.00 FEET; THENCE  
 N86°59'11"E, 1318.82 FEET TO THE EAST LINE OF SAID SECTION 14; THENCE N03°41'24"W ALONG SAID EAST  
 LINE, 330.02 FEET TO THE POINT OF BEGINNING. CONTAINING 9.97 ACRES AND SUBJECT TO EASEMENTS  
 AND RIGHT-OF-WAYS OF RECORD.



SCALE 1"=160'

REV. 8/25/16



I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above, and that the Ratio of Closure of the unadjusted field observations of such survey was 1:10,000 and all the requirements of P.A. 132 of 1970 have been complied with.

By: *Joseph C. Kapelczak*  
 JOSEPH C. KAPELCZAK RLS #24598

**JCK GROUP, INC.**  
 8615 RICHARDSON RD  
 COMMERCE TWP., MICHIGAN 48390  
 248-363-2550

**LEGEND**

- R. = RECORDED
- M. = MEASURED
- D. = DEEDED
- C. = CALCULATED
- ⊕ = SET 1/2" IRON BAR
- = FOUND IRON
- ⊙ = FOUND "T" IRON
- ⊗ = CONC MONUMENT
- = FOUND IRON PIPE
- ⊠ = LATH ON LINE
- X = CHISELED "X"
- = SET NAIL / SPIKE

Drawn By: LAS

Date: 4/13/15

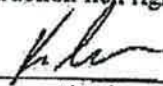
Job Number: 10196

Scale: 1"=160'

**D&R EARTHMOVING, LLC.**  
**5840 STERLING DRIVE**  
**SUITE 420**  
**HOWELL, MI 48843**  
**Phone: (517) 586-4033**  
**Fax: (517) 586-4005**

**FULL UNCONDITIONAL WAIVER**

I/we have a contract with D&R Earthmoving, LLC. to provide site utilities for the improvement to the property described as ATI, Inc. (base contract). Having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

BY:   
CI Contracting, Inc.

Address: 7135 Dan McGuire Drive - Suite B  
Brighton, MI 48116

Telephone: 248-446-9601

Date Signed on: 1-16-17

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**SWORN STATEMENT**

State of Michigan  
County of Livingston

Date: 1/16/17

Kevin Irrer (deponent), being duly sworn, deposes and says:  
That he/she makes this Sworn Statement on behalf of CI CONTRACTING,  
who is the contractor for an improvement to the following described real property situated in  
Brighton, MI and described as follows:

**ATI, Inc.**

That the following is a statement of each subcontractor and supplier and laborer, for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the Contractor/Subcontractor has subcontracted for performance under the contract with the Owner or Lessee thereof, and that the amounts due to the persons as of Jan. 16, 2017 are correctly and fully set forth opposite their names as follows:

Name of Supplier or Sub.	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Retainer Withheld	Amount Currently Owing	Amount of Union Dues due but Unpaid
Payrolls, Union Dues, Fringes & Benefits	Payroll					Paid
HD Supply	Materials	\$77,360.52	\$77,360.52		\$0.00	
Mack Industries	Materials	\$2,847.27	\$2,847.27		\$0.00	
Metro Transport	Sand	\$73,046.44	\$73,046.44		\$0.00	
Northern Concrete Pipe	Materials	\$31,012.46	\$31,012.46		\$0.00	
<b>TOTAL</b>		<b>\$184,266.68</b>	<b>\$184,266.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	

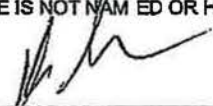
That the contractor has not procured material from or subcontracted with any person other than those which is set forth above for any improvements, materials or labor.

Deponent further says that he or she makes the foregoing statement as the (sub)contractor for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER OR LESSEE OF THE ABOVE DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Subscribed and sworn to before me this 16th day of January 2017

*Claudia A. Gnath*  
Notary Public  
Oakland County, Michigan

By:  1/16/2017  
Signature Date  
Kevin Irrer President  
Print Name Title

CLAUDIA A. GNATH  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jun. 19, 2021  
Acting in the County of *Livingston*



**PARTIAL RELEASE OF CONTINUING COLLATERAL MORTGAGE**

The undersigned hereby certifies that a certain Continuing Collateral Mortgage, dated June 3, 2015, executed by ATI Land Holdings, LLC, a Michigan Limited Liability Company, of 47199 Cartier Dr, Wixom, Michigan 48393-2875, (individually and collectively if more than one party, "Mortgagor") to COMERICA BANK, of 39200 Six Mile Road, Livonia, Michigan 48152, ("Mortgagee") and recorded in the Register of Deeds Office on June 17, 2015, in Liber 48296, on Page 470, in the Official Records of Oakland County, in the State of Michigan is discharged and satisfied as to land described as:

Legal Description See Attached.

but not as to any other real estate described in said Mortgage


Tax Item No.: 22-14-200-015, and 22-14-401-016

Made this Wednesday, January 25, 2017

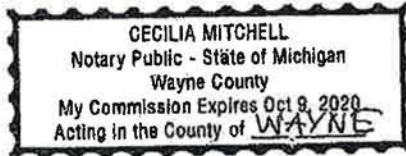
COMERICA BANK  
By:   
Nola F. Lengel  
Its: Assistant Vice President

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on, Wednesday, January 25, 2017, by Nola F. Lengel, Assistant Vice President, of COMERICA BANK, on behalf of the corporation.

  
Notary Public

DRAFTED BY: Martha Makowski  
Comerica Bank  
CLS Collateral Services, MC 7575  
39200 Six Mile Road  
Livonia, MI 48152



WHEN RECORDED RETURN TO:  
Comerica Bank  
CLS Collateral Services, MC 7575  
39200 Six Mile Road  
Livonia, MI 48152  
90814-9895394624



**LEGAL DESCRIPTION**

**BEARINGS BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 14 BEING N02°21'39"W,  
NAD 83 (CORS 2011) SPC MI. STATE PLANE COORDINATE SOUTH ZONE**

**RIGHT-OF-WAY DESCRIPTION PARCEL 22-14-200-015**

**THE EASTERLY 60 FEET OF THE FOLLOWING DESCRIBED PARCEL:**

**PART OF THE NORTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,  
DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE N02°21'39"W ALONG THE  
EAST LINE OF SAID SECTION 14, 525.87 FEET; THENCE S87°08'44"W, 660.00 FEET; THENCE S02°21'39"E,  
526.74 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14; THENCE N86°59'11"E ALONG SAID  
EAST-WEST 1/4 LINE, 660.00 FEET THE POINT OF BEGINNING. CONTAINING 7.97 ACRES AND SUBJECT TO  
EASEMENTS AND RIGHT-OF-WAYS OF RECORD.**

**RIGHT-OF-WAY DESCRIPTION FOR PARCELS 22-14-401-016**

**THE EASTERLY 60 FEET OF THE FOLLOWING DESCRIBED PARCEL:**

**PART OF THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,  
DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S86°59'11"W ALONG THE  
EAST-WEST 1/4 LINE OF SAID SECTION 14, 1312.85 FEET; THENCE S02°39'12"E, 330.00 FEET; THENCE  
N86°59'11"E, 1318.82 FEET TO THE EAST LINE OF SAID SECTION 14; THENCE N03°41'24"W ALONG SAID EAST  
LINE, 330.02 FEET TO THE POINT OF BEGINNING. CONTAINING 9.97 ACRES AND SUBJECT TO EASEMENTS  
AND RIGHT-OF-WAYS OF RECORD.**