



**CITY of NOVI CITY COUNCIL**

**Agenda Item H  
October 8, 2012**

**SUBJECT:** Acceptance of quit claim deed from Bank of America, N.A. for master planned right-of-way at 27475 Meadowbrook Road (parcel 22-14-200-042).

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

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

Bank of America, N.A. is requesting acceptance of a quit claim deed for the master planned 60-foot wide half right-of-way along the frontage of 27475 Meadowbrook Road (the former Trane site). The right-of-way was previously conveyed to the City by Warranty Deed in 2004, but a partial discharge of mortgage was not provided at that time (original City Council packet from May 17, 2004 is attached). The other easements accepted by the City in 2004 were included in the Subordination Agreement and remain in place.

Bank of America has foreclosed on the property and without the partial discharge of the mortgage, Bank of America foreclosed upon the right-of-way portion of the property along with the overall site. Bank of America seeks to convey the foreclosed right-of-way back to the City by Quit Claim Deed before it sells the overall site.

The documents have been reviewed and are recommended for approval by Engineering and the City Attorney (see attached letter from Beth Saarela dated October 1, 2012).

**RECOMMENDED ACTION:** Acceptance of quit claim deed from Bank of America, N.A. for master planned right-of-way at 27475 Meadowbrook Road (parcel 22-14-200-042).

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

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

Twelve Mile Rd

# Location Map

27475 Meadowbrook Road



Prop. ROW dedication

Map Author: Brian Coburn  
Date: 10/1/12  
Project:  
Version #:

**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.

**Legend**

-  Subject Property
-  Proposed 60-foot ROW



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



1 inch = 263 feet



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

October 1, 2012

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

Re: **Meadowbrook Road Sanitary Sewer – Novi Meadows**  
**Parcel 22-14-200-042**  
Quit Claim Deed for ROW

Dear Mr. Hayes:

We are enclosing a Quit Claim Deed provided by Bank of America with respect to right-of-way for property it recently foreclosed on Meadowbrook Road that was formerly owned by Novi Meadow, LLC. The right-of-way was previously conveyed to the City by Warranty Deed in 2005 but a partial discharge of mortgage was not provided at the time. As a result of the subsequent foreclosure by Bank of America without the partial discharge of mortgage, Bank of America foreclosed on the right-of-way portion of the property along with the overall site. Bank of America seeks to convey the foreclosed right-of-way back to the City by Quit Claim Deed before it sells the overall site. The Meadowbrook Road Sanitary Sewer improvements are within the right-of-way. As a result of obtaining the 60-foot Right of Way, a sanitary sewer easement will not be necessary for the City to operate, maintain and repair the sanitary sewer.

We have reviewed the title work and the enclosed Quit Claim Deed and can recommend acceptance of the 60-foot Meadowbrook Road right-of-way, subject to engineering approval of the legal description.

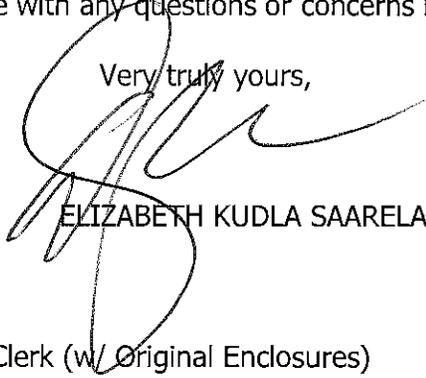
Upon acceptance, Bank of America has requested that we return the original Quit Claim Deed to its title company so that it may be recorded prior to the closing on the sale of the overall site.

October 1, 2012

Page 2

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', written over the typed name below.

ELIZABETH KUDLA SAARELA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/ Original Enclosures)  
Marina Neumaier, Assistant Finance Director (w/Enclosures)  
Brian Coburn, Engineering Manager (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Alexander J. Clark, Esquire, Miller Canfield (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**Proposed Quit Claim Deed**

**QUIT CLAIM DEED**

---

**THE GRANTOR: BANK OF AMERICA, N.A.**, a national banking association, whose address is 1000 S. York Road, 3<sup>rd</sup> Floor, Elmhurst, Illinois 60126, quit claims to the **CITY OF NOVI**, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, Oakland County, Michigan (the "Property"):

Part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northeast corner of said Section 14; thence along the East line of said Section 14, South 02 degrees 10 minutes 00 seconds West 1220.45 feet; thence North 88 degrees 20 minutes 00 seconds West 33.00 feet to the Point of Beginning; thence South 02 degrees 10 minutes 00 seconds West 164.81 feet; thence South 88 degrees 20 minutes 00 seconds East 33.00 feet; thence South 02 degrees 10 minutes 00 seconds West 198.00 feet; thence North 88 degrees 20 minutes 00 seconds West 60.00 feet; thence North 02 degrees 10 minutes 00 seconds East 362.81 feet; thence South 88 degrees 20 minutes 00 seconds East 27.00 feet to the Point of beginning.

Part of Tax Item No. 22-14-200-042

Commonly known as: Meadowbrook Right of Way at 27475 Meadowbrook Road, Novi, Michigan

for the full consideration of \$1.00, exempt from transfer tax pursuant to MCLA 207.505(a) and MCLA 207.526(a).

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[SIGNATURE ON THE FOLLOWING PAGE]

Dated as of the 1st day of October, 2012.

Bank of America, N.A., a national banking association

By: [Signature]  
Name: ~~David Sliwicki~~ Karen L. Purcell  
Its: Senior Vice President

STATE OF ILLINOIS            )  
  )SS.  
COUNTY OF COOK            )

The foregoing Quit Claim Deed was acknowledged before me the 28th day of September, 2012, by David Sliwicki, the Senior Vice President of Bank of America, N.A., a national banking association, on behalf of the national banking association.

[Signature] Notary Public  
Cook DuPage County, IL  
My Commission Expires: 04/06/15  
Acting in the County of: DuPage



<p>Drafted By:</p> <p>Alexander J. Clark, Esq. Miller, Canfield, Paddock and Stone, P.L.C. 840 West Long Lake Road, Suite 200 Troy, MI 48098-6358</p>	<p>After recording return to:</p> <p>Office of the Clerk City of Novi 45175 West Ten Mile Rd Novi, MI 48375</p>	<p>Send Subsequent Tax Bills to:</p> <p>City of Novi 45175 West Ten Mile Rd. Novi, MI 48375</p>
---	---	---

Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 540482  
2014 Tom Delaney  
NOVI MEADOWS

Revision D Date Printed: September 10, 2012

1. Effective Date: August 7, 2012 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06) Without General Exceptions	\$1,810,000.00

Proposed Insured:  
Critical Signal Technologies, Inc., a Delaware corporation, on behalf of an entity to be formed

Policy or Policies to be issued:	Policy Amount
(b) ALTA Loan Policy (6-17-06)	

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Bank of America, N.A. successor by merger to LaSalle Bank Midwest National Association, formerly known as  
Standard Federal Bank, N.A., successor by merger to Standard Federal Bank

4. The land referred to in this Commitment, situated in the County of Oakland, City of Novi, State of Michigan, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

27475 Meadowbrook Road Novi MI 48377



Issued By: First American Title Insurance Company  
For questions regarding this commitment contact;  
(248)540-4102 or fax to (866)550-1079  
100 Bloomfield Hills Parkway, Suite 195  
Bloomfield Hills, MI 48304

## Schedule B – Section I REQUIREMENTS

Commitment No.: 540482

### *General Requirements*

The following requirements must be met:

- (a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

### *Specific Requirements*

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. OMIT.
2. OMIT.
3. OMIT.

NOTE: The legal description on the Oakland County tax roll is not consistent with the property described in this commitment.

4. SUBMIT PROPER EVIDENCE THAT THE TAX LEGAL DESCRIPTION HAS BEEN CORRECTED TO CONFORM WITH THE DESCRIPTION SET FORTH ON THIS COMMITMENT AND THAT THE CITY ASSESSOR'S OFFICE HAS FILED AN AFFIDAVIT OF CORRECTION WITH THE OAKLAND COUNTY EQUALIZATION DEPARTMENT AND THE OAKLAND COUNTY TREASURER'S OFFICE.
5. SATISFACTORY TERMINATION OR RELEASE OF THE INTEREST OF CITY OF NOVI, A MICHIGAN MUNICIPAL CORPORATION IN THE LAND, AS TO PARCEL 2.
6. DISCHARGE(S) OF THE MORTGAGE(S) EXCEPTED ON SCHEDULE B - SECTION II. IN THE EVENT ANY LIEN TO BE PAID, SATISFIED AND RELEASED OF RECORD IS AN EQUITY LINE OR FUTURE ADVANCE MORTGAGE, WE REQUIRE A WRITTEN PAYOFF REQUEST AUTHORIZED AND SIGNED BY THE MORTGAGOR TO THE LENDER REQUESTING THE PAYOFF AMOUNT AND INSTRUCTING THE LENDER, UPON RECEIPT OF THE REQUEST, TO FREEZE THE ACCOUNT, MAKE NO FURTHER ADVANCES AND TO RECORD A DISCHARGE OF MORTGAGE UPON RECEIPT OF PAYOFF FUNDS.
7. PROVIDE SATISFACTORY EVIDENCE OF THE AUTHORITY OF THE PERSON OR PERSONS AUTHORIZED TO EXECUTE THE DEED ON BEHALF OF BANK OF AMERICA, NATIONAL ASSOCIATION.
8. WARRANTY DEED FROM BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO LASALLE BANK MIDWEST NATIONAL ASSOCIATION, FORMERLY KNOWN AS STANDARD FEDERAL BANK, N.A., SUCCESSOR BY MERGER TO STANDARD FEDERAL BANK TO THE PARTY TO BE INSURED
9. THE APPLICATION DOES NOT DISCLOSE THE NATURE OF THE ENTITY WHICH WILL BE ACQUIRING TITLE TO THE LAND. SATISFACTORY EVIDENCE AS TO THE EXISTENCE OF THE ENTITY TO BE INSURED MUST BE SUBMITTED TO FIRST AMERICAN TITLE INSURANCE COMPANY OR THE POLICY TO BE ISSUED WILL INCLUDE THE FOLLOWING EXCEPTION: The consequences of the failure of the named insured to be a properly formed legal entity which is capable of holding title to real estate.

10. APPLICATION HAS BEEN MADE FOR THE ISSUANCE OF OWNER'S POLICY WITHOUT STANDARD EXCEPTIONS. SUCH POLICY WILL BE ISSUED UPON RECEIPT OF THE FOLLOWING:
  - A) A FULLY EXECUTED OWNER'S AFFIDAVIT WHICH EVIDENCES THERE HAS BEEN NO WORK COMPLETED ON THE PROPERTY WITHIN THE LAST 90 DAYS OR, IF WORK HAS BEEN COMPLETED, A FINAL SWORN STATEMENT SATISFACTORY TO FIRST AMERICAN TITLE INSURANCE COMPANY. FULL UNCONDITIONAL WAIVERS OF LIEN MUST ACCOMPANY SUCH AFFIDAVIT; AND
  - B) AN ALTA/ACSM SURVEY OR OTHER SURVEY SATISFACTORY TO FIRST AMERICAN TITLE INSURANCE COMPANY WHICH IS CERTIFIED TO FIRST AMERICAN TITLE INSURANCE COMPANY AND THE UNDERWRITER NAMED IN THIS COMMITMENT. ADDITIONAL EXCEPTIONS WILL BE MADE FOR ANY EASEMENTS, ENCROACHMENTS OR OTHER MATTERS WHICH MAY BE DISCLOSED BY THE SURVEY.

## Schedule B – Section II EXCEPTIONS

Commitment No.: 540482

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:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

### *Part One: General Exceptions*

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

### *Part Two: Specific Exceptions*

1. Mortgage in the original amount of \$658,618.00 executed by Novi Meadow, LLC, a Michigan limited liability company to Standard Federal Bank, dated May 3, 2001, recorded May 23, 2001, in Liber 22910, page 554. Subordination Agreement recorded in Liber 33940, page 390.
2. Omit.
3. Omit.
4. Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 7402, page 352.
5. Right of Way in favor of Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 3576, page 210.
6. Terms and Conditions contained in Reservation of Easement as disclosed by instrument recorded in Liber 23764, page 843.
7. Detroit Edison Underground Easement (Right of Way) in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 25280, page 35.
8. Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 33940, page 396.
9. Terms and Conditions contained in Storm Drainage Facility Maintenance Agreement as disclosed by instrument recorded in Liber 33801, page 258.
10. Rights of tenants, if any, under any unrecorded leases.
11. Lien for outstanding water or sewer charges, if any.
12. Omit.
13. Omit.

14. Interest of City of Novi, a Michigan Municipal Corporation, as disclosed by Warranty Deed recorded in Liber 33940, page 388, as to Parcel 2.
15. Easement for highway in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 7217, page 483, as to Parcel 2.
16. All Taxes paid to and including 2011  
2011 Winter Taxes PAID in the amount of \$719.92  
2012 Summer Taxes PAID in the amount of \$59,540.21, includes \$2,925.66 for Delinquent Water  
Tax Item No. 22-14-200-042

NOTE: It appears the above Tax Item No. includes a 33 foot strip of land lying Northeast of and adjacent to Parcel 2 which has been taken, used or deeded for road purposes. It also appears that Parcel 2, as set forth in this commitment, has been taken, used or deeded for road purposes.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

EXHIBIT A  
LEGAL DESCRIPTION

File No.: 540482

The land referred to in this Commitment, situated in the County of Oakland, City of Novi, State of Michigan, is described as follows:

PARCEL 1:

Part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, now City of Novi, Oakland County, Michigan, described as: Commencing at the Northeast corner of said Section 14; thence along the East line of said Section 14, South 02 degrees 10 minutes 00 seconds West 1220.45 feet; thence North 88 degrees 20 minutes 00 seconds West 33.00 feet to the Point of Beginning; thence South 02 degrees 10 minutes 00 seconds West 164.81 feet; thence South 88 degrees 20 minutes 00 seconds East 33.00 feet; thence South 02 degrees 10 minutes 00 seconds West 198.00 feet; thence North 88 degrees 20 minutes 00 seconds West 660.00 feet; thence North 02 degrees 10 minutes 00 seconds East 362.81 feet; thence South 88 degrees 20 minutes 00 seconds East 627.00 feet to the Point of Beginning, EXCEPTING THEREFROM land deeded to the City of Novi for Meadowbrook Road Right-of-Way as set forth in Warranty Deed recorded in Liber 33940, page 388, Oakland County Records, described as: Part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northeast corner of said Section 14; thence along the East line of said Section 14, South 02 degrees 10 minutes 00 seconds West 1220.45 feet; thence North 88 degrees 20 minutes 00 seconds West 33.00 feet to the Point of Beginning; thence South 02 degrees 10 minutes 00 seconds West 164.81 feet; thence South 88 degrees 20 minutes 00 seconds East 33.00 feet; thence South 02 degrees 10 minutes 00 seconds West 198.00 feet; thence North 88 degrees 20 minutes 00 seconds West 60.00 feet; thence North 02 degrees 10 minutes 00 seconds East 362.81 feet; thence South 88 degrees 20 minutes 00 seconds East 27.00 feet to the Point of Beginning.

PARCEL 2:

Part of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northeast corner of said Section 14; thence along the East line of said Section 14, South 02 degrees 10 minutes 00 seconds West 1220.45 feet; thence North 88 degrees 20 minutes 00 seconds West 33.00 feet to the Point of Beginning; thence South 02 degrees 10 minutes 00 seconds West 164.81 feet; thence South 88 degrees 20 minutes 00 seconds East 33.00 feet; thence South 02 degrees 10 minutes 00 seconds West 198.00 feet; thence North 88 degrees 20 minutes 00 seconds West 60.00 feet; thence North 02 degrees 10 minutes 00 seconds East 362.81 feet; thence South 88 degrees 20 minutes 00 seconds East 27.00 feet to the Point of Beginning.

Tax Item No. 22-14-200-042

**Commitment for Title Insurance**  
**FIRST AMERICAN TITLE INSURANCE COMPANY.**

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company



Dennis J. Gilmore  
President



Timothy Kemp  
Secretary



**CONDITIONS:**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company**  
100 Bloomfield Hills Parkway, Suite 195  
Bloomfield Hills, Michigan 48304  
Ph: (248)540-4102 or Fax to: (866)550-1079



#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

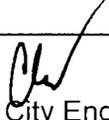
**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

BUSINESS OF THE NOVI CITY COUNCIL  
NOVI, MICHIGAN

Motion packet from original  
Warranty Deed

SUBJECT	Acceptance of water main, water main easement and Meadowbrook Road right-of-way from Trane Corporation over parcels 50-22-14-200-011 and 50-22-14-200-012.		
DATE SUBMITTED	April 23, 2004	FOR AGENDA	May 17, 2004
DEPT APPROVAL	Nancy McClain, City Engineer 	LEGAL APPROVAL IF REQUIRED	BETH KUDLA 

**BRIEF HISTORY**

The developer of the Trane Corporation building on Meadowbrook Road has requested the acceptance of the water main and associated easements by the City of Novi. The City Attorney's office has gathered and reviewed the documents required of the developer for acceptance, and has stated this item is ready to present to Council. It has been determined that the water main has been constructed in accordance with City Standards. According to the Attorneys and engineers, the infrastructure and related documents are in a form so as to permit acceptance by Council.

**RECOMMENDED ACTION**

Acceptance of water main, water main easement and Meadowbrook Road right-of-way from Trane Corporation over parcels 50-22-14-200-001 and 50-22-14-200-012.

	1	2	Y	N
MAYOR CSORDAS				
MAYOR PROTEM LANDRY				
COUNCIL MEMBER CAPELLO				
COUNCIL MEMBER GATT				

	1	2	Y	N
COUNCIL MEMBER LORENZO				
COUNCIL MEMBER NAGY				
COUNCIL MEMBER PAUL				

**SECRET, WARDLE, LYNCH, HAMPTON,  
TRUEX AND MORLEY, P.C.**

Elizabeth M. Kudla  
DIRECT DIAL (248) 539-2846  
bkudla@secretwardle.com

Counselors at Law  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, Michigan 48333-3040

Telephone (248) 851-9500  
Fax (248) 851-2158

Web Site: [www.secretwardle.com](http://www.secretwardle.com)

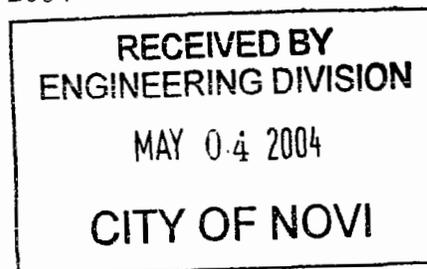
94 Macomb Place  
Mt Clemens, MI 48043-5651  
(586) 465-7180  
Fax (586) 465-0673

7335 Westshore Dr., Suite 103  
Lansing, MI 48917-9764  
(517) 627-1881  
Fax (517) 627-1887

1500 East Beltline, SE, Suite 160  
Grand Rapids, MI 49506-4361  
(616) 285-0143  
Fax (616) 285-0145

2902-D Crossing Court  
Champaign, IL 61822-6163  
(217) 378-8002  
(217) 378-8003

May 3, 2004



Nancy McClain, City Engineer  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375-3024

**Re: Trane – Acceptance Documents  
Our File No: 72236 NOV**

Dear Ms. McClain:

We note that the Property Owner has provided, and we previously reviewed and forwarded the following documents to the engineering department with respect to the Trane Property:

- Subordination Agreement (Standard Federal Mortgage)
- Bill of Sale (Water System Improvements)
- Storm Drainage Facility Maintenance Agreement
- Warranty Deed for ROW
- Access Easement
- Water Main Easement
- Updated Title Commitment
- Maintenance Bond
- Consent to Encroach (Detroit Edison Easement)
- Reservation of Easements (Cross-access)

And we note that Engineering has the following original document in its file:

- Agreement for Indemnity (Waivers of Lien/Contractor's Sworn Statements)

We have reviewed and approved the terms, form, and content of the above named documents. We have also confirmed per the Commitment for Title Insurance that all parties with an

interest in the property have either signed the Easements, Warranty Deed, Bill of Sale and Storm Drainage Maintenance Agreement, have provided consent to the dedication/acceptance or provided a subordination agreement with respect to any interest in the property.

We note that the Bill of Sale is for water system improvements, paving within the dedicated ROW, and sanitary sewer system improvements. Because the sanitary sewer system improvements are off-site and are anticipated to be accepted as part of a package containing all easements with respect to the off-site sanitary sewer, the term "sanitary sewer" may be crossed off the Bill of Sale at this time and a separate Bill of Sale for the off-site sewer provided at a later date as part of the off-site package of easements/bills of sale.

JCK & Associates has reviewed and approved the legal descriptions for the Water Main Easement, Warranty Deed for ROW, and the Access Easement. We note that the Access Easement is for emergency service providers only.

A Reservation of Easements (Cross-access easement) with the adjacent property owner has been previously recorded. Brian Coburn has reviewed and approved the legal descriptions to the Cross-access easement. We have determined that the terms of the Cross-access easement are acceptable for the purpose of permitting pedestrian and vehicular-shared ingress and egress to the property and the adjacent parcel.

It is also our understanding that Engineering has approved the Storm Drainage Maintenance Agreement.

The language of the Maintenance Bond is the standard form language required by the City and is thus acceptable. It is our understanding that Brian Coburn has approved the amount of the Maintenance Bond for the water system improvements. It is further our understanding that the Maintenance Bond for off-site sanitary sewer improvements will be addressed as a separate matter at the time all related easements are dedicated/accepted with respect to the off-site sewer.

The property owner could not provide waivers of lien and contractor's sworn statements, as its contractor is no longer in existence. Instead of the standard sworn statements and waivers of lien, the property owner has provided an Indemnity Agreement affirming that no construction liens exist with respect to the property, and particularly the water system improvements and that in the event that any liens are recorded with respect to the water system improvements the property owner will immediately take steps necessary to have them discharged and shall indemnify and hold the City harmless with respect to the liens and any litigation arising from the liens.

Based on the above documentation, we recommend acceptance of the water system improvements and corresponding easements, approval of the Storm Drainage Maintenance Agreement, approval of the Reservation of Easements (Cross-access) and acceptance of the Access Easement for emergency service providers.

Nancy McClain, City Engineer  
May 3, 2004  
Page 3

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

Very truly yours,

ELIZABETH M. KUDLA

EMK

Maryanne Cornelius, Clerk (w/enc.-originals)  
Brian Coburn, Civil Engineer  
Marina Neumaier, Assistant Finance Director  
Sarah Marchioni, Building Department  
Chad McCormick, QUADRANT'S, INC.  
Gerald A. Fisher, Esq.  
Thomas R. Schultz, Esq.

C:\NrPortbl\Secrest\BKUDLA\551949\_7.DOC

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF NOVI

**AGREEMENT FOR INDEMNITY**

**AGREEMENT** between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 (“City”), and **Novi Meadow, LLC.**, a Michigan Limited Liability Company, whose address is 49397 Shafer Ave., Wixom, Michigan 480393-2869 (“Novi Meadow”).

Novi Meadow is the owner of a certain Parcel of Property located in the City of Novi as shown on the attached and incorporated Property Description Exhibit A (the “Property”).

Novi Meadow has developed the Property for use as a Trane Corp. development (the “Development”). In the course of constructing the Development, Novi Meadow installed water system improvements to serve the Development. The water system improvements were connected to the City’s Public Water System. Novi Meadow seeks to dedicate the water system improvements, which it constructed on the Property, along with a corresponding easement for operation, maintenance, repair and replacement of the facilities, to the City of Novi, to be made part of the City’s Public Water System.

Prior to dedication and acceptance, as part of the acceptance process, the City has requested that Novi Meadow provide the City with signed sworn statements and waivers of lien indicating that all amounts due to Novi Meadow’s Contractor, as a result of constructing and installing the water system improvements on the Property, have been paid in full to the Contractor, and that there is no construction lien on the property.

Novi Meadow has indicated that it cannot provide signed sworn statements and waivers of lien signed by its Contractor for the reason that the Contractor is out of business and no longer exists. In lieu of requiring sworn statements and waivers of lien with respect to the water system improvements on the Property, Novi Meadow is willing to provide, and the City is willing to accept, Novi Meadow’s affirmation that all amounts relating to the water system improvements on the Property, which improvements are proposed for dedication to and acceptance by the City, have been paid and no actual construction lien exists in this regard. Further, Novi Meadow hereby agrees that in the event that a construction lien is recorded with respect to the subject Property, that Novi Meadow will take all actions necessary to discharge the construction lien from the Property within 30-days of such lien. In the event that any litigation arises with respect to construction liens on the property, Novi Meadow hereby agrees to indemnify and Hold Harmless the City with respect to damages arising with respect to such construction lien or liens.







TRANE CORPORATION  
MEADOWBROOK ROAD, S OF TWELVE MILE ROAD  
NOVI, MICHIGAN

JOB # : 20066  
DATE : 10-30-01

WATERMAIN EASEMENT

PARCEL I.D. # 22-14-200-011  
22-14-200-012

PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI , OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

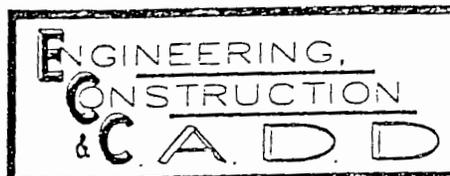
20' WIDE WATERMAIN EASEMENT

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI , OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 60.00' TO THE POINT OF BEGINNING; THENCE N 88° 20' 00" W 431.84'; THENCE S 01° 40' 00" W 41.50'; THENCE S 88° 20' 00" E 20.00'; THENCE N 01° 40' 00" E 21.50'; THENCE S 88° 20' 00" W 192.64'; THENCE S 01° 40' 00" W 144.30'; THENCE N 88° 20' 00" W 16.50'; THENCE S 01° 40' 00" W 20.00'; THENCE S 88° 20' 00" E 36.50'; THENCE N 01° 40' 00" E 118.80'; THENCE S 88° 20' 00" E 10.00'; THENCE N 01° 40' 00" E 20.00'; THENCE N 88° 20' 00" W 10.00'; THENCE N 01° 40' 00" E 25.50'; THENCE S 88° 20' 00" E 199.03'; THENCE N 02° 10' 00" E 20.00'; TO THE POINT OF BEGINNING.

Engineering, Construction & C.A.D.D., Inc.

15210 West Warren Avenue  
Dearborn, Michigan 48126  
Tel: (313) 945 5890  
Fax: (313) 945 5891

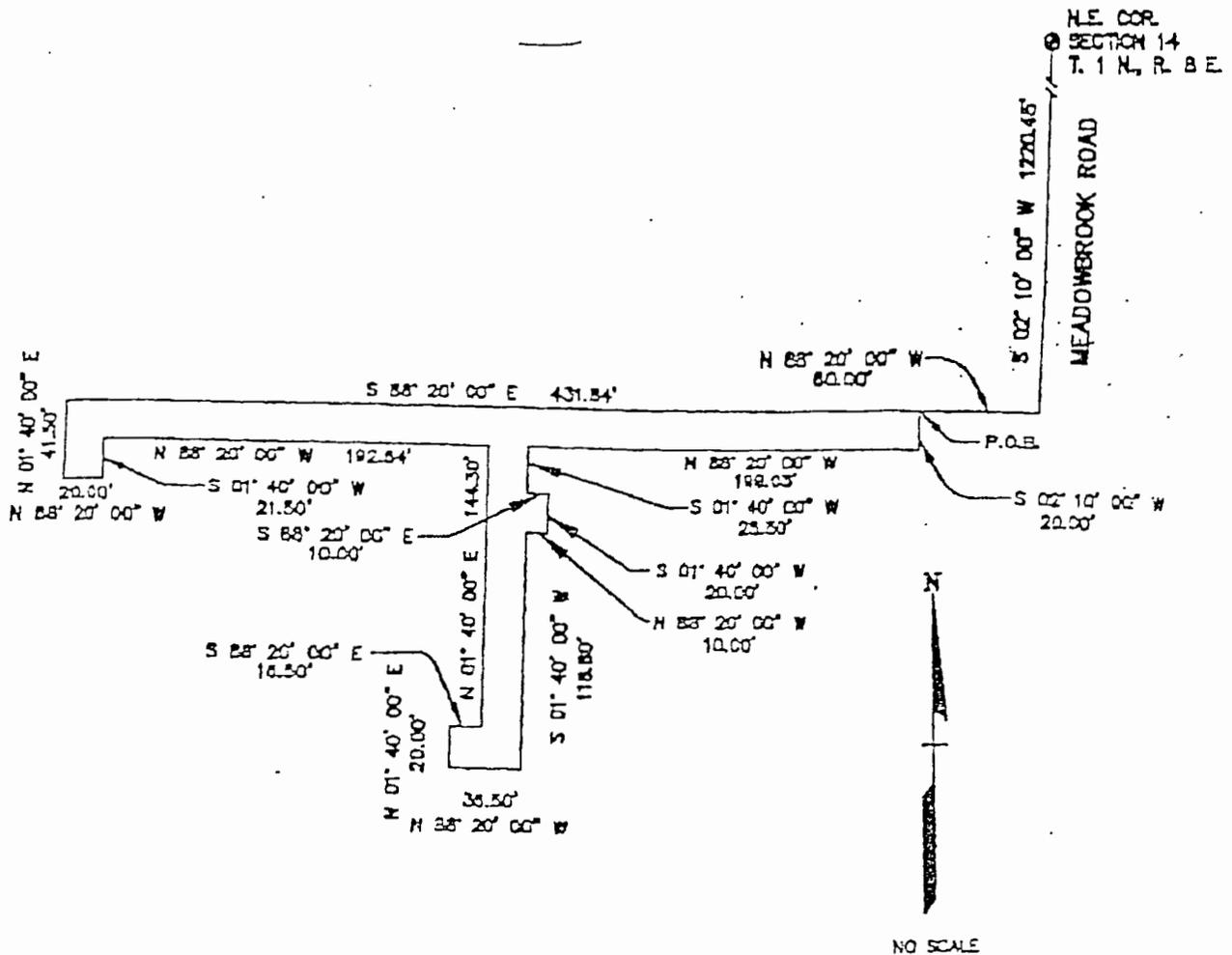
PREPARED BY:  
IBRAHIM SEBLINI, P.E.



**TRANE CORPORATION**  
 MEADOWBROOK ROAD, S. OF TWELVE MILE ROAD  
 NOV, MICHIGAN

JOB # : 20088  
 DATE : 10-30-01  
 (REVISED 04-09-02)

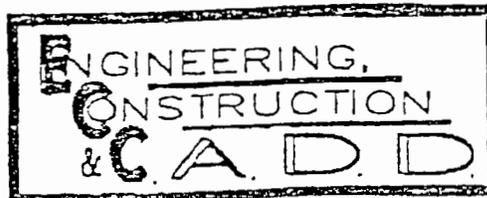
**WATERMAIN EASEMENT**  
 PARCEL I.D. # 22-14-200-011  
 22-14-200-012

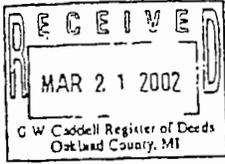


**Engineering, Construction & C.A.D.D., Inc.**

15210 West Warren Avenue  
 Dearborn, Michigan 48126  
 Tel: (313) 945 5890  
 Fax: (313) 945 5891

PREPARED BY:  
 IBRAHIM SEBLINI, P.E.





LIBER 25280 PG 035

149045  
LIBER 25280 PAGE 35  
\$9.00 MISC RECORDING  
\$2.00 RECOMMENDATION  
04/04/2002 11:29:45 A.M. RECEIPT# 28352  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CADDELL, CLERK/REGISTER : 1/5

Detroit Edison Underground Easement (Right of Way) No. R-350665-53

On JANUARY 22, 2002, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area."

"Grantor" is:

Novi Meadow, L.L.C., a Michigan limited liability company, 49397 Shafer Avenue, Wixom, Michigan 48393

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in The City of Novi, Oakland County, Michigan described as:

T1N, R8E, SEC 14, PART OF E 1/2 OF NE 1/4 BEG AT PT DIST S 02-10-00 W 1220 45 FT FROM NE SEC COR, TH S 02-10-00 W 362.81 FT, TH N 88-20-00 W 660 FT TH N 02-10-00 E 362.81 FT TH S 88-20-00 E 660 FT TO BEG. 5.50 ACRES. SIDWELL NO. 22-14-200-042

The "Right of Way Area" is a part of Grantor's Land and is described as:

As shown on the attached Detroit Edison Company drawing No. R-350665-53, dated November 29, 2001. Width of Right of Way is eight (8) feet.

- 1. Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
- 2. Access:** Grantee has the right of access to and from the Right of Way Area.
- 3. Buildings or other Permanent Structures:** No buildings or other permanent structures are allowed in the Right of Way Area without Grantee's prior written consent.
- 4. Excavation:** Under 1974 Public Act 53, you must call MISS DIG (1-800-482-7171) before excavating in the Right of Way Area.
- 5. Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in The Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences can be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee will not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
- 6. Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as can be to its original condition.
- 7. Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
- 8. Exemption:** Exempt under MCL 207.505 (a) and MCL 207.526 (a).

ap  
re  
e

(2) Witnesses: (Type or print name below signature)

Grantor: (Type or print name below signature)

Novi Meadow, L.L.C., a Michigan limited liability company

x Frank R. Cichowicz  
FRANK R. CICHOWICZ

BY: William Clark

x Amy McIntosh  
Amy McIntosh

ITS: member

Acknowledged before me in Oakland County, Michigan, on Jan. 22nd, 2002, by William Clark the member of Novi Meadow, L.L.C., a Michigan limited liability company, for the Limited Liability Company.

Notary's Stamp

Notary's Signature: Glen Morris

Prepared by and Return to: The Detroit Edison Company, Della Rupkey, New Hudson Service Center, 56500 Grand River, New Hudson, Michigan 48165 / jem

K. - AW







# Exhibit "A" of Subordination Agreement

---

1 of 1

## PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

**TRANE CORPORATION**  
MEADOWBROOK ROAD, S. OF TWELVE MILE ROAD  
NOVI, MICHIGAN

JOB # : 20066  
DATE : 10-30-01

Exhibit "B" of  
Subordination Agr.  
1 of 4

**WATERMAIN EASEMENT**

**PARCEL I.D. # 22-14-200-011  
22-14-200-012**

PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

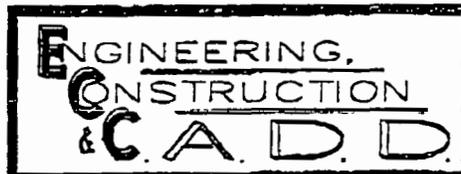
20' WIDE WATERMAIN EASEMENT

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 60.00' TO THE POINT OF BEGINNING; THENCE N 88° 20' 00" W 431.84'; THENCE S 01° 40' 00" W 41.50'; THENCE S 88° 20' 00" E 20.00'; THENCE N 01° 40' 00" E 21.50'; THENCE S 88° 20' 00" W 192.64'; THENCE S 01° 40' 00" W 144.30'; THENCE N 88° 20' 00" W 16.50'; THENCE S 01° 40' 00" W 20.00'; THENCE S 88° 20' 00" E 36.50'; THENCE N 01° 40' 00" E 118.80'; THENCE S 88° 20' 00" E 10.00'; THENCE N 01° 40' 00" E 20.00'; THENCE N 88° 20' 00" W 10.00'; THENCE N 01° 40' 00" E 25.50'; THENCE S 88° 20' 00" E 199.03'; THENCE N 02° 10' 00" E 20.00'; TO THE POINT OF BEGINNING.

**Engineering, Construction & C.A.D.D., Inc.**

15210 West Warren Avenue  
Dearborn, Michigan 48126  
Tel: (313) 945 5890  
Fax: (313) 945 5891

PREPARED BY:  
IBRAHIM SEBLINI P.E.



2 of 4  
Exhibit "B"

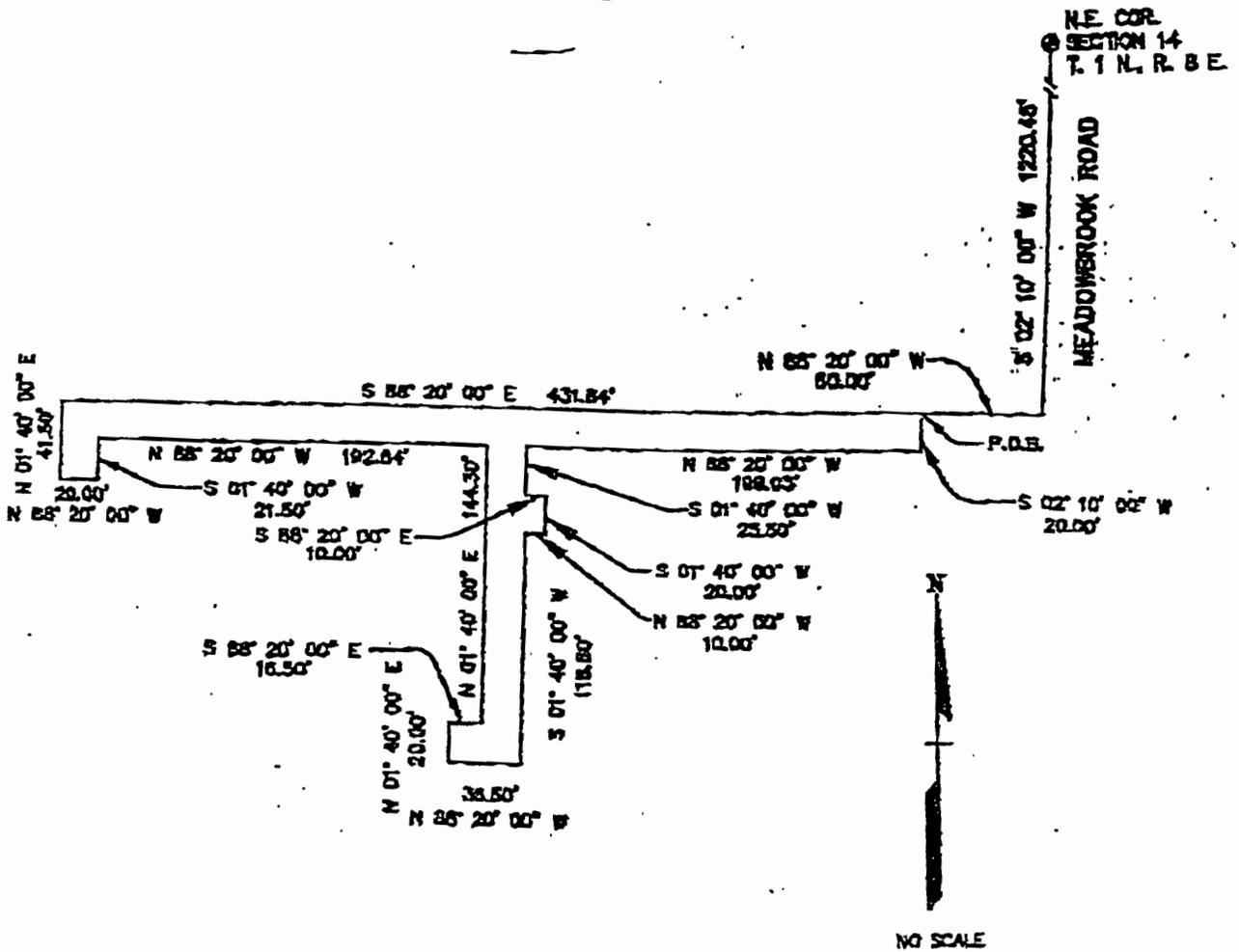
# TRANE CORPORATION

MEADOWBROOK ROAD, S. OF TWELVE MILE ROAD  
NOVI, MICHIGAN

JOB # : 20068  
DATE : 10-30-01  
(REVISED 04-09-02)

## WATERMAIN EASEMENT

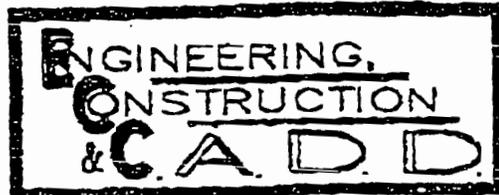
PARCEL I.D. # 22-14-200-011  
22-14-200-012



### Engineering, Construction & C.A.D.D., Inc.

15210 West Warren Avenue  
Dearborn, Michigan 48126  
Tel: (313) 945 5890  
Fax: (313) 945 5891

PREPARED BY:  
IBRAHIM SEBLINI, P.E.



3 of 4  
Exhibit "B"

**SANITARY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that **NOVI MEADOW, LLC** whose address is **49397 Shafer, Wixom, MI 48393** hereby conveys to **City of Novi, a Michigan Municipal Corporation**, whose address is **45175 West Ten Mile Road, Novi, MI 48375**, an easement for constructing, operating, maintaining and /or repairing a sanitary sewer system in, over, upon and through the following described premises situated in the City of Novi, Oakland County, State of Michigan, to wit:

SEE EXHIBT "A" ATTACHED HERETO AND MADE A PART THEREOF.

Parcel #

For the sum of **(\$1.00) One and 00/100 Dollars**

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors an assigns.

Signed this 14 day of November, 2002

Signed in the presence of:

Lauree Pike  
LAURA LEE PIKE  
Barry Mcintosh  
Barry Mcintosh

Signed by: **NOVI MEADOW, LLC**

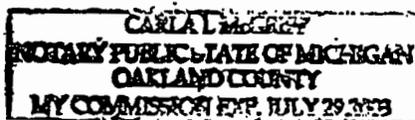
William Clark

State of Michigan )ss  
County of Oakland

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2002 by William Clark

Carla L. McCreff  
Notary Public  
Oakland County, Michigan

My Commission Expires: 7-29-2003



(1)

Exhibit "A" (of Exhibit "B")

PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.



# TRANE CORPORATION

MEADOWBROOK ROAD, S. OF TWELVE MILE ROAD  
NOVI, MICHIGAN

JOB # : 20066  
DATE : 10-30-01

## WATERMAIN EASEMENT

PARCEL I.D. # 22-14-200-011  
22-14-200-012

### PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI , OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

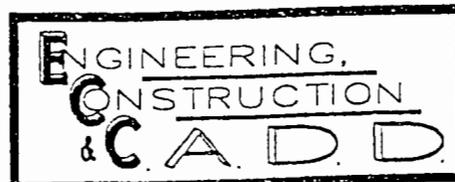
### 20' WIDE WATERMAIN EASEMENT

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI , OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 60.00' TO THE POINT OF BEGINNING; THENCE N 88° 20' 00" W 431.84'; THENCE S 01° 40' 00" W 41.50'; THENCE S 88° 20' 00" E 20.00'; THENCE N 01° 40' 00" E 21.50'; THENCE S 88° 20' 00" W 192.64'; THENCE S 01° 40' 00" W 144.30'; THENCE N 88° 20' 00" W 16.50'; THENCE S 01° 40' 00" W 20.00'; THENCE S 88° 20' 00" E 36.50'; THENCE N 01° 40' 00" E 118.80'; THENCE S 88° 20' 00" E 10.00'; THENCE N 01° 40' 00" E 20.00'; THENCE N 88° 20' 00" W 10.00'; THENCE N 01° 40' 00" E 25.50'; THENCE S 88° 20' 00" E 199.03'; THENCE N 02° 10' 00" E 20.00'; TO THE POINT OF BEGINNING.

Engineering, Construction & C.A.D.D., Inc.

15210 West Warren Avenue  
Dearborn, Michigan 48126  
Tel: (313) 945 5890  
Fax: (313) 945 5891

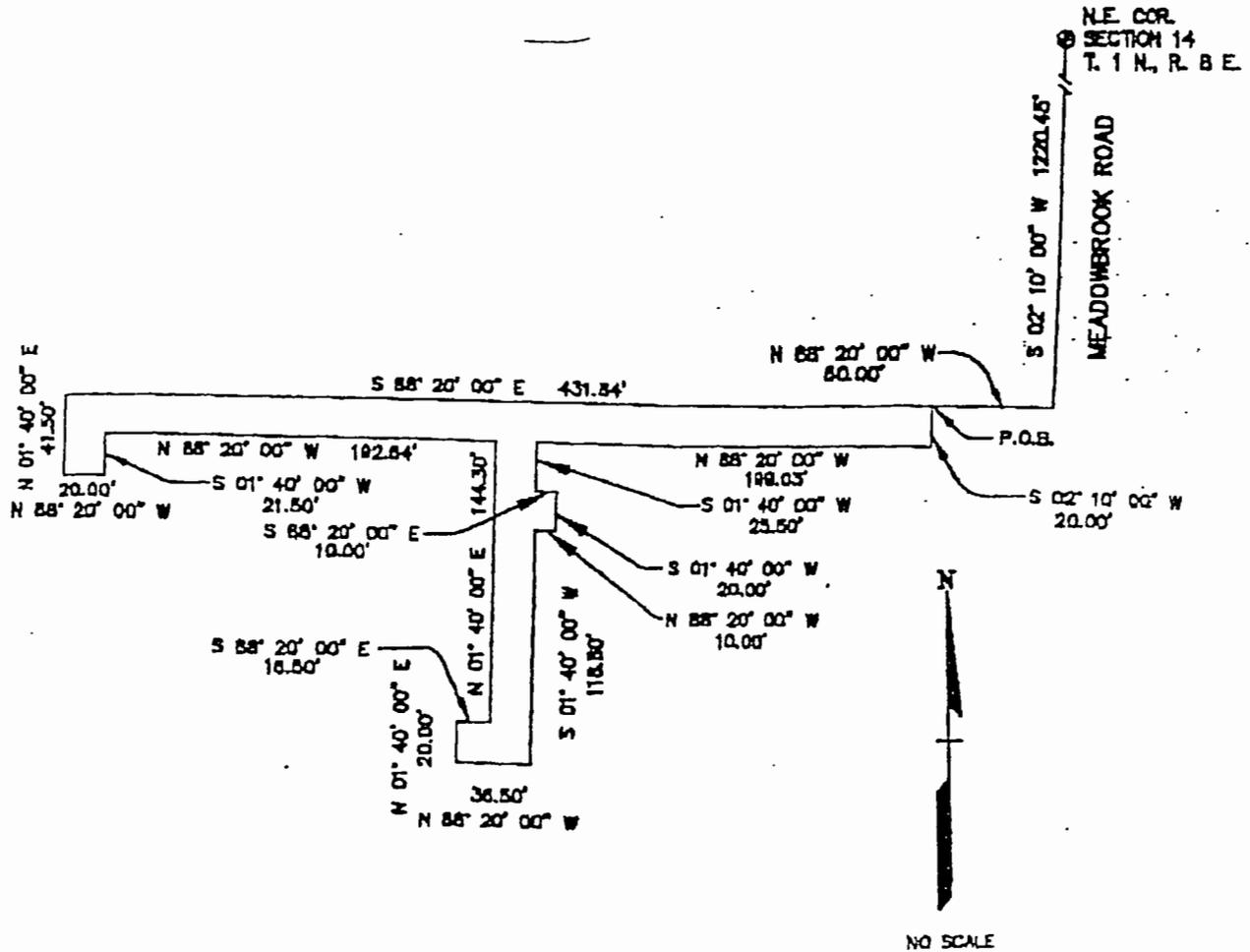
PREPARED BY:  
IBRAHIM SEBLINI, P.E.



**TRANE CORPORATION**  
 MEADOWBROOK ROAD, S. OF TWELVE MILE ROAD  
 NOV, MICHIGAN

JOB # : 20088  
 DATE : 10-30-01  
 (REVISED 04-08-02)

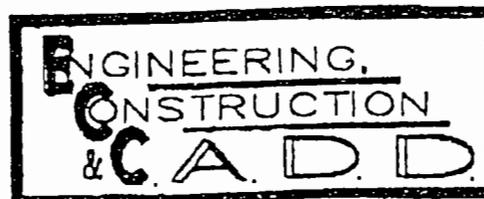
**WATERMAIN EASEMENT**  
**PARCEL I.D. # 22-14-200-011**  
**22-14-200-012**



**Engineering, Construction & C.A.D.D., Inc.**

15210 West Warren Avenue  
 Dearborn, Michigan 48126  
 Tel: (313) 945 5890  
 Fax: (313) 945 5891

PREPARED BY:  
 IBRAHIM SEBLINI, P.E.



EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Novi Meadow, LLC, a Michigan limited liability company whose address is 49397 Shafer Ave., Wixom, MI 48393-2869, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) an easement for the purpose of providing vehicular ingress, egress and circulation to and from the Property and the property to the east of the subject south of the subject Property, for use by emergency service providers, including, but not limited to public fire, police and ambulance services in, over, upon and through the following described premises situated in Section 14, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, to wit:

{See attached Exhibit A}

Exempt pursuant to MCLA 207.505(a)  
And MCLA 207.526(a)

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored in accordance with the project plans and specifications.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 19<sup>th</sup> day of November, 2003.

NOVI MEADOWS, L.L.C., a Michigan limited liability company

William Clark  
By: \_\_\_\_\_ Its: member

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2003 by William B. Clark the member of Novi Meadow, LLC on behalf of the company.

CARLA L. MCGRUFF  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Jul 28, 2007

Carla L. McGruff  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 7-29-2007

Drafted by:

When recorded return to:  
City of Novi  
City Clerk  
45175 W. Ten Mile Road.  
Novi, MI 48375

# TRANE CORPORATION

MEADOWBROOK ROAD, S. OF TWELVE MILE ROAD  
NOVI, MICHIGAN

JOB # : 20066  
DATE : 10-30-01

## ACCESS (INGRESS/EGRESS) EASEMENT:

PARCEL I.D. # 22-14-200-011  
22-14-200-012

### PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

### ACCESS (INGRESS/EGRESS) EASEMENT:

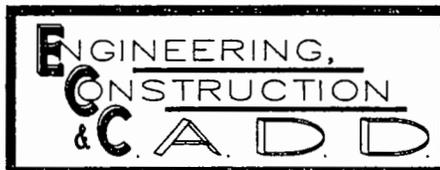
PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1240.45'; THENCE N 88° 20' 00" W 60.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 58.00'; THENCE N 88° 20' 00" W 34.75'; THENCE ALONG A CURVE TO THE RIGHT, A=87.55', R=200.00', CHORD=N 75° 47' 35" W 86.85'; THENCE ALONG A CURVE TO THE LEFT, A=65.66', R=150.00', CHORD=N 75° 47' 35" W 65.14'; THENCE N 88° 20' 00" W 34.41'; THENCE ALONG A CURVE TO THE LEFT, A=23.56', R=15.00', CHORD=S 46° 40' 00" W 21.21'; THENCE S 01° 40' 00" W 219.80'; THENCE ALONG AN ARC TO THE LEFT, A=31.42', R=20.00' CHORD=S 43° 20' 00" E 28.28'; THENCE S 88° 20' 00" E 19.64'; THENCE S 01° 40' 00" W 63.00'; THENCE N 88° 20' 00" W 24.00'; THENCE N 01° 40' 00" E 19.00'; THENCE ALONG A CURVE TO THE LEFT, A=31.42', R=20.00', CHORD=N 43° 20' 00" W 28.28'; THENCE N 88° 20' 00" W 19.64'; THENCE N 01° 40' 00" E 263.80'; THENCE ALONG A CURVE TO THE RIGHT, A=62.83', R=40.00', CHORD=N 46° 40' 00" E 56.57'; THENCE S 88° 20' 00" E 217.03' TO THE POINT OF BEGINNING.

THIS EASEMENT IS FOR THE PURPOSE OF PROVIDING VEHICULAR INGRESS, EGRESS AND CIRCULATION TO AND FROM THE PROPERTY AND TO THE PROPERTY TO THE EAST OF THE SUBJECT SOUTH OF THE SUBJECT PROPERTY, FOR USE BY EMERGENCY SERVICE PROVIDERS, INCLUDING, BUT NOT LIMITED TO PUBLIC FIRE, POLICE AND AMBULANCE SERVICES.

## Engineering, Construction & C.A.D.D., Inc.

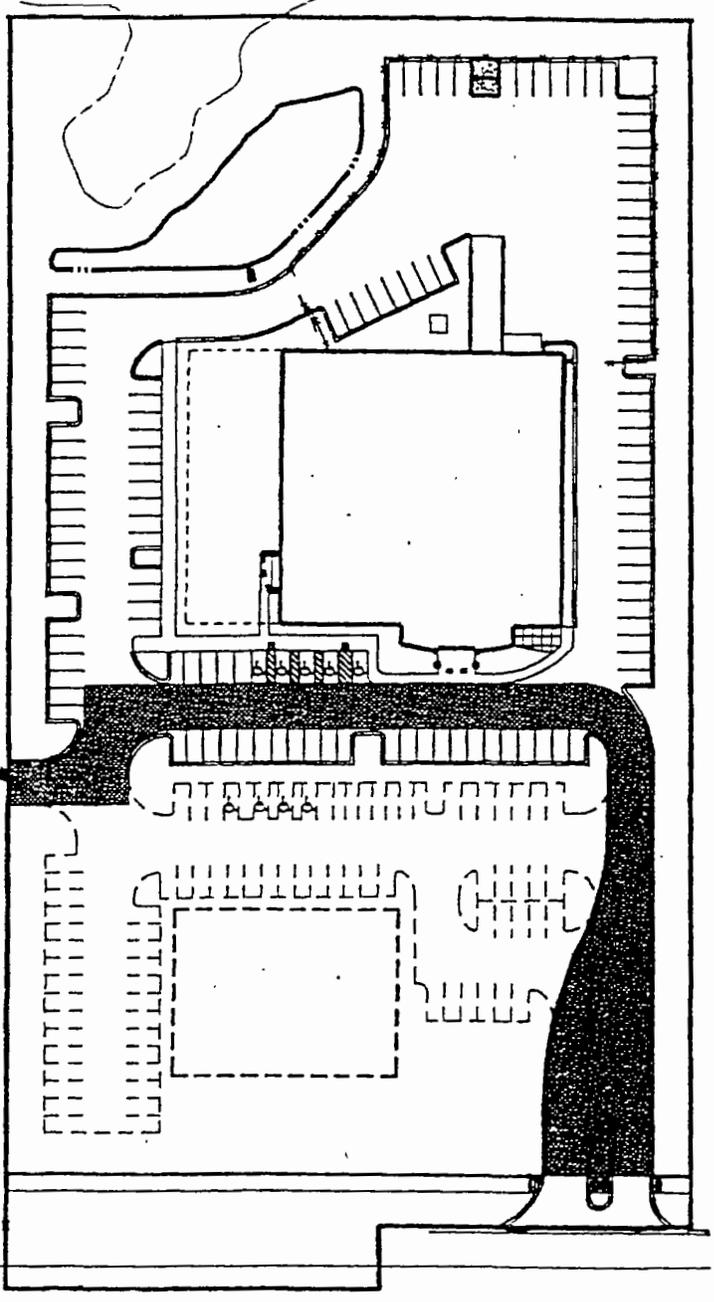
15210 West Warren Avenue  
Dearborn, Michigan 48126  
Tel: (313) 945 5890  
Fax: (313) 945 5891

PREPARED BY:  
IBRAHIM SEBLINI, P.E.

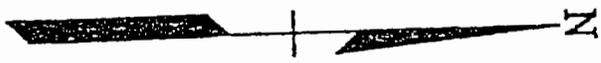


REVISED : 11-14-03

ACCESS (INGRESS/EGRESS) EASEMENT



MEADOWBROOK ROAD



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that that Novi Meadow LLC, a Michigan limited liability company, whose address is 49397 Shafer, Wixom, Michigan 48393 conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100-----Dollars (\$1.00).

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

Dated this 19<sup>th</sup> day of November, 20 03.

Signed by

NOVI MEADOW, LLC, a Michigan limited liability company

*William G. Clark member*

BY: WILLIAM G. CLARK, Its Member

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2003 by William G. Clark, the Member of Novi Meadow LLC a Michigan limited liability company

CARLA L. MCGRIFF  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Jul 29, 2007

*Carla L. McGriff*  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 7-29-2007

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth M. Kudla 30903 Northwestern Highway Farmington Hills, Michigan 48334
--	---	---

Part of Tax Parcel No. \_\_\_\_\_

Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

# TRANE CORPORATION

MEADOWBROOK ROAD, S. OF TWELVE MILE ROAD  
NOVI, MICHIGAN

JOB # : 20066  
DATE : 3-18-02

## MEADOWBROOK RIGHT-OF-WAY ~~EASEMENT~~ TO THE 60' RIGHT-OF-WAY LINE

PARCEL I.D. # 22-14-200-011  
22-14-200-012

### PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI , OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

ROW

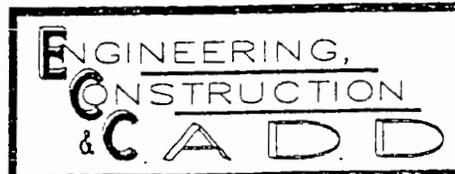
### EASEMENT LEGAL DESCRIPTION

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI , OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" E 198.00'; THENCE N 88° 20' 00" W 60.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 27.00' TO THE POINT OF BEGINNING.

Engineering, Construction & C.A.D.D., Inc.

15210 West Warren Avenue  
Dearborn, Michigan 48126  
Tel: (313) 945 5890  
Fax: (313) 945 5891

PREPARED BY:  
IBRAHIM SEBLINI, P.E.



**STORM DRAINAGE FACILITY  
MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between Novi Meadow, L.L.C., a Michigan limited liability company, whose address is 49397 Shafer, Wixom, MI 48393 (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 of a certain parcel of land situated in Section 14 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/warehouse development on the Property (the "Development").

B. The Development, shall contain 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 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 for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained.

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 and perform such obligation or take such corrective measures as reasonably

found by the City to be appropriate or necessary. 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, pro rata, as to each lot, 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 to 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 and/or Association have executed this Agreement as at the day and year first above set forth.

OWNER

NOVI MEADOWS, L.L.C, a Michigan limited liability

*William G. Clark member*

By, Its: *William G. Clark Member*

STATE OF MICHIGAN )  
 )ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November 2003 by William G. Clark as the member of Novi Meadows, LLC

**CARLA L. MCGRIFF**  
**NOTARY PUBLIC OAKLAND CO., MI**  
**MY COMMISSION EXPIRES Jul 29, 2007**

*Carla L. McGriff*  
*Oakland County*  
*Commission Expires 7-29-2007*

Notary Public  
Oakland County, Michigan  
My Commission

Expires: \_\_\_\_\_

WITNESS:

(Grantee)  
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 \_\_\_\_\_, 200\_, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission

Expires: \_\_\_\_\_

Drafted by and after recording,  
return to:

Elizabeth M. Kudla  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040

PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Novi Meadow, LLC, a Michigan limited liability company, whose address is 49397 Shafer Ave., Wixom MI 48393-2869, for the sum of One Dollar (\$1.00), 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 system, sanitary sewer system and paving, according to the easements and/or public right-of-ways therefore established, described as follows:

{SEE ATTACHED AND INCORPORATED EXHIBIT "A" }

In witness whereof, the undersigned has executed these presents this 19<sup>th</sup> day of November, 2003.

NOVI MEADOW, LLC., a Michigan limited liability company

William G. Clark member  
By: William G. Clark Its: Member

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2003 by William G. Clark

CARLA L. MCGRIFF  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Jul 29, 2007

Carla L. McGriff  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 7-29-2007

Drafted by

Return to:  
City Clerk  
City of Novi  
45175 W. Ten Mile  
Novi, MI 48375

# TRANE CORPORATION

MEADOWBROOK ROAD, S. OF TWELVE MILE ROAD  
NOVI, MICHIGAN

JOB # : 20066  
DATE : 10-30-01

## WATERMAIN EASEMENT

PARCEL I.D. # 22-14-200-011  
22-14-200-012

### PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

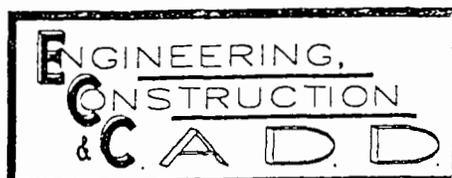
### 20' WIDE WATERMAIN EASEMENT

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 60.00' TO THE POINT OF BEGINNING; THENCE N 88° 20' 00" W 431.84'; THENCE S 01° 40' 00" W 41.50'; THENCE S 88° 20' 00" E 20.00'; THENCE N 01° 40' 00" E 21.50'; THENCE S 88° 20' 00" W 192.64'; THENCE S 01° 40' 00" W 144.30'; THENCE N 88° 20' 00" W 16.50'; THENCE S 01° 40' 00" W 20.00'; THENCE S 88° 20' 00" E 36.50'; THENCE N 01° 40' 00" E 118.80'; THENCE S 88° 20' 00" E 10.00'; THENCE N 01° 40' 00" E 20.00'; THENCE N 88° 20' 00" W 10.00'; THENCE N 01° 40' 00" E 25.50'; THENCE S 88° 20' 00" E 199.03'; THENCE N 02° 10' 00" E 20.00'; TO THE POINT OF BEGINNING.

## Engineering, Construction & C.A.B.D., Inc.

15210 West Warren Avenue  
Dearborn, Michigan 48126  
Tel: (313) 945 5890  
Fax: (313) 945 5891

PREPARED BY:  
IBRAHIM SEBLINI, P.E.





# TRANE CORPORATION

MEADOWBROOK ROAD, S. OF TWELVE MILE ROAD  
NOVI, MICHIGAN

JOB # : 20066  
DATE : 3-18-02

## MEADOWBROOK RIGHT-OF-WAY EASEMENT TO THE 60' RIGHT-OF-WAY LINE

PARCEL I.D. # 22-14-200-011  
22-14-200-012

### PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI , OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

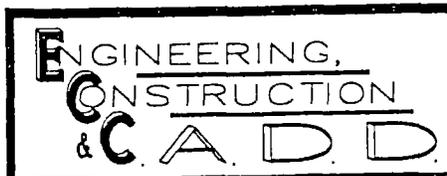
### EASEMENT LEGAL DESCRIPTION

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI , OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" E 198.00'; THENCE N 88° 20' 00" W 60.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 27.00' TO THE POINT OF BEGINNING.

### Engineering, Construction & C.A.D.D., Inc.

15210 West Warren Avenue  
Dearborn, Michigan 48126  
Tel: (313) 945 5890  
Fax: (313) 945 5891

PREPARED BY:  
IBRAHIM SEBLINI, P.E.



# TRANE CORPORATION

MEADOWBROOK ROAD, S. OF TWELVE MILE ROAD  
NOVI, MICHIGAN

JOB # : 20066  
DATE : 3-18-02

## MEADOWBROOK RIGHT-OF-WAY ~~EASEMENT~~ TO THE 60' RIGHT-OF-WAY LINE

PARCEL I.D. # 22-14-200-011  
22-14-200-012

### PARCEL LEGAL DESCRIPTION:

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" W 198.00'; THENCE N 88° 20' 00" W 660.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 627.00' TO THE POINT OF BEGINNING CONTAINING 5.372 AC. (234,007 S.F.) AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

ROW

### EASEMENT LEGAL DESCRIPTION

PART OF THE NORTHEAST CORNER OF SECTION 14, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT SAID NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, S 02° 10' 00" W 1220.45'; THENCE N 88° 20' 00" W 33.00' TO THE POINT OF BEGINNING; THENCE S 02° 10' 00" W 164.81'; THENCE S 88° 20' 00" E 33.00'; THENCE S 02° 10' 00" E 198.00'; THENCE N 88° 20' 00" W 60.00'; THENCE N 02° 10' 00" E 362.81'; THENCE S 88° 20' 00" E 27.00' TO THE POINT OF BEGINNING.

Engineering, Construction & C.A.D.D., Inc.

15210 West Warren Avenue  
Dearborn, Michigan 48126  
Tel: (313) 945 5890  
Fax: (313) 945 5891

PREPARED BY:  
IBRAHIM SEBLINI, P.E.

