



**CITY OF NOVI CITY COUNCIL**  
**AUGUST 11, 2025**

**SUBJECT:** Approval of a Resolution to terminate the existing water main easement for the Porsche of Novi project (parcel 50-22-24-476-036).

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

**KEY HIGHLIGHTS:**

- Termination of the existing obsolete water main easement following relocation of the water main on the property.
- A new water main easement has been dedicated for the relocated water main.

**BACKGROUND INFORMATION:**

Lithia Real Estate Inc. is requesting approval of the resolution to terminate the existing watermain easement Liber 33936 Page 557 for the Porsche of Novi project. The relocated watermain is within a dedicated easement that was provided with the Porsche of Novi site plan (Liber 60126, Page 334-340). The existing easement must be terminated now that the new water main easement has been recorded.

The resolution has been approved by the City Attorney (Beth Saarela, December 19, 2024). The attached Exhibit A has been approved by the City's Engineering Consultant, Spalding DeDecker (March 5, 2025). The enclosed documents have been reviewed and are recommended for acceptance.

**RECOMMENDED ACTION:** Approval of a Resolution to terminate the existing water main easement for the Porsche of Novi project (parcel 50-22-24-476-036).

**CITY OF NOVI**  
**COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING TERMINATION OF WATER SYSTEM  
EASEMENT**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on August 11, 2025, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers\_\_\_\_\_

ABSENT: Councilmembers\_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

**WHEREAS**, An easement for operating, constructing, maintaining and repairing a water main granted to the City of Novi (the "City") whose address is 45175 Ten Mile Road, Novi, Michigan 48375, over Property described in Exhibit A, which easements are located in Section 24 of the City of Novi, is the subject matter of this Resolution, and shall be referred to herein as the "Easement."

**WHEREAS**, The owner of the property described in the attached and incorporated Exhibit A, upon which the Easement is located (the "Property"), granted an easement dated June 23, 2003, recorded on September 1, 2004 at Liber 33936, Page 557, Oakland County Records (The "Easement"), for a public water main. The water main within the Easement will be relocated on the property in connection with redevelopment of the site. As such, the City has offered to terminate and vacate the Easement. Any costs associated with terminating the Easement shall be the property owner's expense.

**WHEREAS**, The appropriate City Officials have investigated the need to maintain those portions of the Easement being terminated for the benefit of the City's public water system, for the benefit of the Property, and/or for the benefit of surrounding properties. The City Officials have determined it is not necessary to maintain the Easement.

**NOW THEREFORE, IT IS THEREFORE RESOLVED** that:

1. The Water System Easement dated June 23, 2003, recorded on September 1, 2004 at Liber 33936, Page 557, Oakland County Records, located in Section 24

of the City, for operating, constructing, maintaining and repairing a Water, be terminated.

2. This Resolution shall be recorded with the Oakland County Register of Deeds evidencing the termination called for herein.

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

---

Cortney Hanson, City Clerk

**CERTIFICATION**

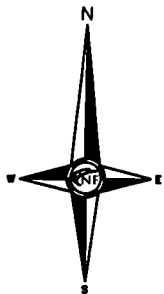
I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 11<sup>th</sup> day of August, 2025, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

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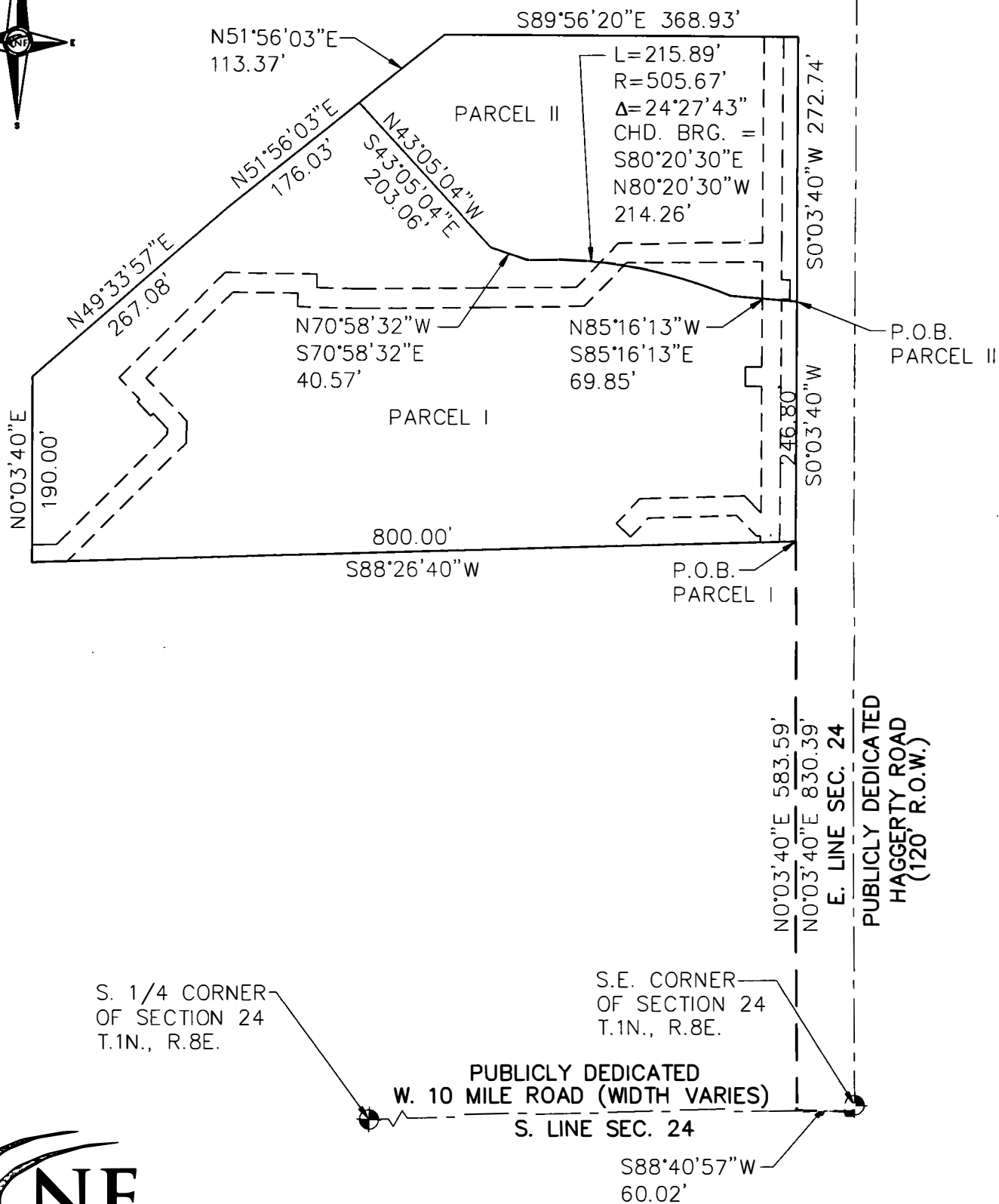
Cortney Hanson, City Clerk  
City of Novi

Drafted by:  
Elizabeth Saarela  
ROSATI SCHULTZ JOPPICH & AMTSBEUCHLER, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:  
Cortney Hanson, Clerk  
45175 Ten Mile  
Novi, Michigan 48375



# Exhibit A PROPERTY DESCRIPTION



**ENGINEERS**  
NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE  
1"=150'

DATE  
2025-01-31

DRAWN  
O.T.

JOB NO.  
I921-05

SHEET  
1 of 2

Exhibit A  
PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PARCEL I

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF OAKLAND, CITY OF NOVI, DESCRIBED AS:

A PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 40 MINUTES 57 SECONDS WEST 60.02 FEET TO A POINT ON THE WESTERLY LINE OF HAGGERTY ROAD; THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 583.59 FEET ALONG THE WESTERLY LINE OF SAID HAGGERTY ROAD TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 26 MINUTES 40 SECONDS WEST 800.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 190.00 FEET; THENCE NORTH 49 DEGREES 33 MINUTES 57 SECONDS EAST 267.08 FEET; THENCE NORTH 51 DEGREES 56 MINUTES 03 SECONDS EAST 176.03 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 04 SECONDS EAST 203.06 FEET; THENCE SOUTH 70 DEGREES 58 MINUTES 32 SECONDS EAST 40.57 FEET; THENCE 215.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 505.67 FEET, CENTRAL ANGLE 24 DEGREES 27 MINUTES 43 SECONDS, CHORD BEARING SOUTH 80 DEGREES 20 MINUTES 30 SECONDS EAST 214.26 FEET); THENCE SOUTH 85 DEGREES 16 MINUTES 13 SECONDS EAST 69.85 FEET TO THE WESTERLY LINE OF SAID HAGGERTY ROAD; THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST 246.80 FEET ALONG THE WESTERLY LINE OF SAID HAGGERTY ROAD TO THE POINT OF BEGINNING

CONTAINING 254,950 SQUARE FEET OR 5.853 ACRES OF LAND.

SUBJECT TO ANY EASEMENTS AND RIGHTS OF WAY RECORDED OTHERWISE.

PIN NO.: 22-24-476-036

LEGAL DESCRIPTION - PARCEL II

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF OAKLAND, CITY OF NOVI, DESCRIBED AS:

A PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 40 MINUTES 57 SECONDS WEST 60.02 FEET TO A POINT ON THE WESTERLY LINE OF HAGGERTY ROAD; THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 830.39 FEET ALONG THE WESTERLY LINE OF SAID HAGGERTY ROAD TO THE POINT OF BEGINNING; THENCE NORTH 85 DEGREES 16 MINUTES 13 SECONDS WEST 69.85 FEET; THENCE 215.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 505.67 FEET, CENTRAL ANGLE 24 DEGREES 27 MINUTES 43 SECONDS, CHORD BEARING NORTH 80 DEGREES 20 MINUTES 30 SECONDS WEST 214.26 FEET); THENCE NORTH 70 DEGREES 58 MINUTES 32 SECONDS WEST 40.57 FEET; THENCE NORTH 43 DEGREES 05 MINUTES 04 SECONDS WEST 203.06 FEET; THENCE NORTH 51 DEGREES, 56 MINUTES, 03 SECONDS EAST 113.37 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 20 SECONDS EAST 368.93 FEET TO THE WESTERLY LINE OF SAID HAGGERTY ROAD; THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST 272.74 FEET ALONG THE WESTERLY LINE OF SAID HAGGERTY ROAD TO THE POINT OF BEGINNING.

CONTAINING 95,300 SQUARE FEET OR 2.188 ACRES OF LAND.

SUBJECT TO ANY EASEMENTS AND RIGHTS OF WAY RECORDED OTHERWISE.

PIN NO.: 22-24-476-035

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
NTS	2025-01-31	O.T.	I921-05	2 of 2



# Porsche of Novi Water Main Easement Termination

## Location Map



Map Author: Humna Anjum  
Date: 7/29/2025  
Project: Porsche WM easement  
Version: 1.0

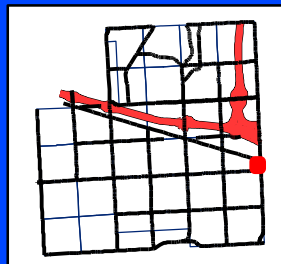
Amended By:  
Date:  
Department:

#### 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.

### Legend

- Project Location
- Proposed WM Easement



### City of Novi

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

Feet  
0 20 40 80 120  
1 inch = 109 feet





ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
www.rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

December 19, 2024

Humna Anjum, Project Engineer  
City of Novi  
Department of Public Works  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Porsche of Novi JSP 22-32 - Updated  
Acceptance Documents**

Dear Ms. Anjum:

We have received and reviewed the following revised documents in connection with the Porsche of Novi Project:

- On-Site Water System Easement (***Lender Consent Required***)
- On-Site Sanitary Sewer System Easement (***Lender Consent Required***)
- Resolution Terminating Water System Easement (***Format Approved***)
- Termination of Water Main Easement (***Format Approved by Not Required***)
- Storm Drainage Facility Maintenance Easement Agreement (***Lender Consent Required***)
- License Agreement –Boulder Wall (***Revisions Required***)
- License Agreement – Retaining Wall (***Revisions Required***)
- Bill of Sale – Water and Sanitary Sewer (***Format Approved***)
- Updated Title Search

We have the following comments:

**Water and Sanitary Sewer System Easements**

The format and content of the Water and Sanitary Sewer System Easements is acceptable as provided; however both documents appear to require a lender consent by Ally Bank.

The Resolution Terminating Water System Easement, which is being provided for the purpose of relocating the existing water main on the property is acceptable for the purposes provided and may be placed on an upcoming City Council Agenda for approval. The format and content of the Termination of Water Main Easement is acceptable, however, the document is not needed

because the Resolution will be recorded with the Oakland County Register of Deeds and will terminate the easement without the Termination document.

Subject to attaching the correct Exhibits, the Bill of Sale form appears to be acceptable.

**Storm Drainage Facility Maintenance Easement Agreement**

The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format. The two blank spaces left should be filled in with "Commercial Development," prior to execution and submittal. A lender Consent from Ally Bank is also required.

**License Agreements for Boulder Wall and Retaining Wall**

The License Agreements provided are not in the City's standard format for a License Agreement. The City's Easement form has been used instead and labeled as a "License Agreement." Actual City form License Agreements are attached for the applicant's assistance.

Please do not respond to this email with revised documents. A complete submittal should be sent to the Planning Assistant in Community Development with the legal transmittal form for routing and review.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk  
Charles Boulard, Community Development Director  
Barb McBeth, City Planner  
Lindsay Bell, Planner  
Diana Shanahan, Planner  
Dan Commer, Planner  
Sarah Marchioni, Community Development Building Project Coordinator  
Angie Sosnowski, Community Development Bond Coordinator  
Alyssa Craigie, Administrative Assistant  
Ben Croy, City Engineer



Humna Anjum, Project Engineer  
City of Novi  
December 19, 2024  
Page 3

Ben Nelson, Project Engineer  
Milad Alesmail, Project Engineer  
Alyssa Craigie, Administrative Assistant  
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker  
Timothy Wood, Nowak & Fraus  
Thomas R. Schultz, Esquire

March 5, 2025

Ben Croy  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Porsche of Novi - Acceptance Documents Review #9  
Novi # JSP22-32  
SDA Job No. NV23-222  
**FINAL DOCUMENTS – APPROVED**

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on March 04, 2025 against the Final Site Plan (Stamping Set) approved on October 09, 2023. 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 blue/black ink as the County will reject them otherwise.

1. On-Site Water System Easement – (executed dated 01-29-2025)  
Exhibit A and B Approved.
2. Storm Drainage Facility / Maintenance Easement Agreement – (executed dated 01-29-2025)  
Exhibits A, B, C, D Approved.
3. On-Site Sanitary Sewer Easement – (executed dated 1-29-2025)  
Exhibit A, B Approved.
4. Termination of Water Main Easement – (unexecuted: exhibit dated 11-20-2024)  
Exhibit A Approved.
5. Bills of Sale: Sanitary Sewer System and Water Supply System  
EXECUTED – DATED 01-29-2025.
6. Full Unconditional Waivers of Lien from contractors installing public utilities  
EXECUTED – DATED 01-07-2025
7. Sworn Statement signed by Developer  
EXECUTED – DATED 01-14-2025
8. License Agreement Boulder Wall (Sanitary)  
EXECUTED – DATED 02-27-2025
9. License Agreement Retaining Wall (Water)  
EXECUTED – DATED 02-27-2025

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.

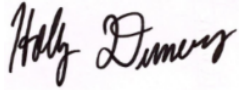
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

**It should be noted** that the Plan Review Center Report dated July 12, 2023 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.

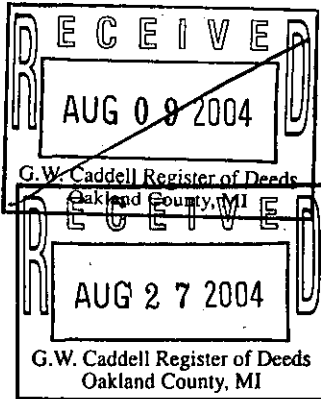
Sincerely,

**SPALDING DEDECKER**



Holly Demers  
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker  
Ben Croy, City of Novi  
Cortney Hanson, City of Novi  
Diana Shanahan, City of Novi  
Sarah Marchioni, City of Novi  
Humna Anjum, City of Novi  
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler  
Angie Sosnowski, City of Novi  
Melissa Morris, City of Novi  
Rebecca Runkel, City of Novi  
Alyssa Craigie, City of Novi  
Barb McBeth, City of Novi  
Lindsay Bell, City of Novi  
Ben Nelson, City of Novi  
Milad Alesmail, City of Novi  
Stacey Choi, City of Novi  
Dan Commer, City of Novi  
Tim Wood, Nowak & Fraus  
Dan O'Donnell, Oliver/Hatcher  
Joseph Gilardone, Lithia



372518  
 LIBER 33936 PAGE 557  
 \$34.00 MISC RECORDING  
 \$4.00 REMONUMENTATION  
 09/01/2004 08:47:18 A.M. RECEIPT# 106453  
 PAID RECORDED - OAKLAND COUNTY  
 G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that CAFÉ DEVELOPMENT COMPANY, a Michigan co-partnership, having an address at 1810 Maplelawn, Troy, Michigan 48084, hereby donates as a gift 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 §207.526(a), an easement for constructing, operating, maintaining, repairing and/or replacing a water main in, over, upon and through the following described premises situated in Section 24, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, to wit:

A permanent easement over the property more particularly described on attached Exhibit A, which easement is more particularly described as follows:

A 20 foot wide easement for water main over and across that part of the Southeast  $\frac{1}{4}$  of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan being described as: Commencing at the Southeast Corner of Section 24, T1N, R8E; thence S88°26'40"W, 209.44 feet along the South line of said Section 24; thence N00°05'22"E, 551.76 feet; thence N88°26'40"E, 119.92 feet; thence N00°46'38"W, 20.00 feet to the point of beginning of the following described easement; thence along the centerline of said easement for the following two courses: (1) N00°46'38"W, 15.38 feet, (2) N89°13'22"E, 16.54 feet to the point of ending.

Exempt pursuant to MCLA §207.505(a) and §207.526(a).

The premises so disturbed by reason 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 23<sup>rd</sup> day of June, 2003.

[Remainder of page intentionally left blank; signature appears on next page]

Signed by:

CAFÉ DEVELOPMENT COMPANY, a  
Michigan co-partnership

By: CAFÉ MANAGEMENT  
CORPORATION, a Michigan  
corporation, a general partner

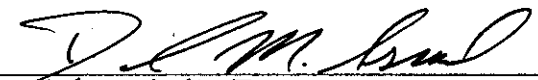
By:   
Timothy J. LeRoy

Its: Secretary-Treasurer

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of June, 2003, by Timothy J. LeRoy, Secretary-Treasurer of CAFÉ MANAGEMENT CORPORATION, a Michigan corporation, a general partner of CAFÉ DEVELOPMENT COMPANY, a Michigan co-partnership, on behalf of the co-partnership.

DANIEL M. ISRAEL  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES May 23, 2005  
ACTING IN OAKLAND CO., MI

  
DANIEL M. ISRAEL, Notary Public  
OAKLAND, County, Michigan  
My Commission Expires: 5-23-05

Drafted by:  
Timothy J. Stoepker, Esq.  
Dickinson Wright PLLC  
500 Woodward Avenue, Suite 4000  
Detroit, MI 48226-3425

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



## ATTACHMENT TO EASEMENT

To the extent inconsistent with the Easement (the "Easement") to which this Attachment to Easement (this "Attachment") is attached, this Attachment shall govern and control.

GRANTEE shall, at no cost to GRANTOR, after the initial construction and installation of the water main, be responsible for the maintenance, repair and replacement of the water main and any sidewalk(s), landscaping and any other public utilities damaged in connection with such maintenance, repair and replacement.

Notwithstanding the terms and conditions of the Easement to the contrary: (a) GRANTEE acknowledges and agrees that the easement and rights granted under the Easement are subject to any and all easements and/or rights of way (or similar) (whether of record or not) previously granted by GRANTOR and/or its predecessors-in-interest, (b) GRANTOR expressly reserves to GRANTOR and GRANTOR'S successors and assigns the right to use the area(s) subject to easement and rights granted under the Easement (the "Easement Area"), including, but not limited to, the right to grant other non-exclusive easements, across, over, under and through the Easement Area, so long as same is not materially inconsistent with GRANTEE'S exercise of rights granted herein, and (c) GRANTOR expressly reserves to GRANTOR and GRANTOR'S successors and assigns the right of ingress and egress over, through and across the Easement Area.

All work permitted and/or required hereunder shall be performed by GRANTEE, its employees, contractors and agents, in accordance with good engineering practice with the least possible inconvenience to GRANTOR and pursuant to all governmental laws, regulations and ordinances pertaining thereto.

EXHIBIT A1. LEGAL DESCRIPTION

City of Novi:

Part of the Southeast 1/4 Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant South 88 degrees 26 minutes 40 seconds West 60.02 feet and North 00 degrees 03 minutes 40 seconds East 571.13 feet from the Southeast Section corner, thence South 88 degrees 26 minutes 40 seconds West 800.00 feet; thence North 00 degrees 03 minutes 40 seconds East 190.00 feet; thence North 49 degrees 33 minutes 57 seconds East 267.08 feet; thence North 51 degrees 56 minutes 03 seconds East 289.40 feet; thence South 89 degrees 56 minutes 20 seconds East 368.93 feet; thence South 00 degrees 03 minutes 40 seconds West 519.54 feet to the beginning.

Tax Item No. 22-24-476-022

**CONSENT AND SUBORDINATION**

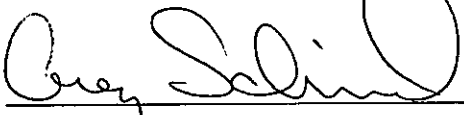
For Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DaimlerChrysler Services North America LLC, a Michigan limited liability company (successor by merger to Chrysler Financial Company L.L.C., a Michigan limited liability company, which was the successor by merger to Chrysler Financial Corporation, which was the successor by merger to Chrysler Credit Corporation) (hereinafter, "DaimlerChrysler"), the holder of a certain Mortgage, dated January 13, 1989, recorded January 17, 1989, in Liber 10754, Page 558, Oakland County Records, as amended and completely restated by that certain Amendment and Restatement of Mortgage, dated June 16, 1992 and recorded June 19, 1992, in Liber 12700, Page 482, Oakland County Records, as further amended and/or modified by that certain First Amendment to Amendment and Restatement of Mortgage and Assignment of Leases, dated as of October 1, 1993, recorded October 8, 1993, in Liber 14037, Page 540, Oakland County Records (the "First Amendment"), as further amended and/or modified by that certain Second Amendment to Mortgage and Assignment of Leases, dated as of May 28, 1996, recorded June 4, 1996, in Liber 16321, Page 364, Oakland County Records (the "Second Amendment"), as further amended and/or modified by that certain Third Amendment to Mortgage and Assignment of Leases, dated as of January 26, 1999, recorded March 22, 1999, recorded in Liber 19716, Page 31, Oakland County Records (the "Third Amendment"), and as further amended and/or modified by that certain Amendment to Mortgage, dated December 18, 2000, recorded January 8, 2001, in Liber 22193, Page 738, Oakland County Records (the "Mortgage"); and the holder of a certain Assignment of Leases and Rents, dated June 16, 1992 and recorded June 19, 1992, in Liber 12700, Page 500, Oakland County Records, as amended and/or modified by the First Amendment, as further amended and/or modified by the Second Amendment, as further amended and/or modified by the Third Amendment, and as further amended and/or modified by that certain Amendment to Assignment of Leases and Rents, dated December 18, 2000 and recorded January 8, 2001 in Liber 22193, Page 788, Oakland County Records (the "Assignment of Leases") hereby consents to the execution and recording of that certain Easement, dated June 23, 2003, by CAFÉ Development Company, a Michigan partnership to the City of Novi (for water main) (the "Easement"), and DaimlerChrysler hereby subordinates the lien of, and all of its other rights, title and interest in, to and under, the Mortgage and the Assignment of Leases to the restrictions, reservations, easements, rights, obligations and liabilities of the Easement.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Consent and Subordination Agreement as of the 7 day of OCTOBER, 2003.

[Signature appears on next page]

DaimlerChrysler Services North America  
LLC, a Michigan limited liability company

By:



Name:

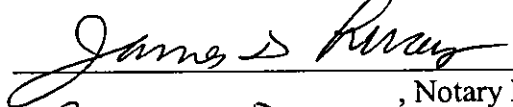
Greg Schmid  
Real Estate Manager

Its:

17119

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OAKLAND )

The foregoing was acknowledged before me this 7<sup>th</sup> day of OCTOBER, 2003, by  
Greg Schmid, the REAL ESTATE MANAGER of DaimlerChrysler Services North  
America LLC, a Michigan limited liability company, on behalf of the limited liability company.



, Notary Public

OAKLAND

County, Michigan

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

JAMES D. LUCAS  
Notary Public, Genesee County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires October 11, 2005

**CONSENT AND SUBORDINATION**

For Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chrysler Realty Corporation, a Delaware corporation ("Chrysler Realty"), a party to that certain Option Agreement, by and between CAFÉ Development Company, a Michigan partnership ("CAFÉ") and Chrysler Realty, recorded in Liber 14611, Page 198, Oakland County Records, and to that certain Option Agreement, by and between CAFÉ and Chrysler Realty, recorded in Liber 15425, Page 654, Oakland County Records (collectively, the "Option Agreements") hereby consents to the execution and recording of that certain Easement, dated June 23, 2003, by CAFÉ to the City of Novi (for water main) (the "Easement"), and Chrysler Realty hereby subordinates the lien of, and all of its other rights, title and interest in, to and under, the Option Agreements to the restrictions, reservations, easements, rights, obligations and liabilities of the Easement.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Consent and Subordination Agreement as of the 17<sup>th</sup> day of July, 2003.

CHRYSLER REALTY CORPORATION, a  
Delaware corporation

By: Thomas H. Noles  
Name: Thomas H. Noles  
Its: Vice President

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF OAKLAND    )

The foregoing was acknowledged before me this 17<sup>th</sup> day of July, 2003, by Thomas H. Noles, a Vice President of Chrysler Realty Corporation, a Delaware corporation, on behalf of the corporation.

ROBERT A. HERRIMAN  
Notary Public, Oakland County, Mich.  
My Commission Expires Dec. 25, 2006  
ACTING IN OAKLAND COUNTY

Robert A. Herriman  
ROBERT A. HERRIMAN, Notary Public  
OAKLAND County, Michigan.  
My Commission Expires: 12-25-06



CONSENT

For Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Suburban Chrysler-Jeep, Inc. (f/k/a Farmington Hills Chrysler Plymouth, Inc.) ("Suburban Chrysler-Jeep"), the tenant under that certain Third Amended and Restated Lease, dated as of December 31, 1998, by and between CAFÉ Development Company, a Michigan partnership ("Landlord"), as landlord, and Suburban Chrysler-Jeep, as tenant (the "Lease") hereby consents to the execution and recording of that certain Easement, dated June 23, 2003, by Landlord to the City of Novi (for water main). Suburban Chrysler-Jeep acknowledges that the lease by and between Landlord, as landlord, and Suburban Chrysler-Jeep, Inc., as tenant, disclosed by that certain Amendment and Restatement of Mortgage, recorded in Liber 12700, Page 482, Oakland County Records, has been terminated and/or replaced by the Lease.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Consent as of the 23rd day of June, 2003.

SUBURBAN CHRYSLER-JEEP, INC., a  
Michigan corporation

By: [Signature]

Name: TIMOTHY J. LEROY

Its: Secretary-Treasurer

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OAKLAND )

The foregoing was acknowledged before me this 23rd day of June, 2003, by Timothy J. Le Roy, the Secretary-Treasurer of Suburban Chrysler-Jeep, Inc., a Michigan corporation, on behalf of the corporation.

DANIEL M. ISRAEL  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES May 23, 2008  
ACTING IN OAKLAND COUNTY, MI


[Signature]  
DANIEL M. ISRAEL, Notary Public  
OAKLAND County, Michigan  
My Commission Expires: 05-23-05

CONSENT

For Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Suburban Infiniti, Inc. (f/k/a Infiniti of Novi, Inc.) ("Suburban Infiniti"), the tenant under that certain Third Amended and Restated Lease, dated as of December 31, 1998, by and between CAFÉ Development Company, a Michigan partnership ("Landlord"), as landlord, and Suburban Infiniti, as tenant (the "Lease") hereby consents to the execution and recording of that certain Easement, dated June 23, 2003, by Landlord to the City of Novi (for water main). Suburban Infiniti acknowledges that the lease by and between Landlord, as landlord, and Infiniti of Novi, Inc., as tenant, disclosed by that certain Amendment and Restatement of Mortgage, recorded in Liber 12700, Page 482, Oakland County Records, has been terminated and/or replaced by the Lease.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Consent as of the 23<sup>rd</sup> day of June, 2003.


SUBURBAN INFINITI, INC., a Michigan corporation

By:   
Name: TIMOTHY J. LEROY  
Its: Secretary-Treasurer

STATE OF MICHIGAN     )  
                                  )ss.  
COUNTY OF OAKLAND     )

The foregoing was acknowledged before me this 23<sup>rd</sup> day of June, 2003, by Timothy J. Leroy, the Secretary-Treasurer of Suburban Infiniti, Inc., a Michigan corporation, on behalf of the corporation.

DANIEL M. ISRAEL  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES May 23, 2008  
ACTING IN OAKLAND COUNTY, MI

  
DANIEL M. ISRAEL, Notary Public  
OAKLAND County, Michigan  
My Commission Expires: 05-23-08

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2025 APR 10 AM 11:46

044807 Liber 60126 Page 334 thru 340  
4/14/2025 9:07:31 AM Receipt #000447571  
\$21.00 Misc Recording  
\$4.00 Remonumentation  
\$5.00 Automation  
\$0.00 Transfer Tax  
UCC #  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **LITHIA REAL ESTATE, INC.**, an Oregon corporation, whose address is 150 N. Bartlett Street, Medford, Oregon 97501 (hereinafter referred to as "**Grantor**"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated **Exhibit A** (the "**Property**")]

Tax Identification Number: 50-22-24-476-036

for and in consideration of One (\$1.00) Dollar, the 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 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "**Grantee**"), a nonexclusive perpetual easement for a water main, over, upon, across, in, through, and under the following real property described and depicted, to-wit:

[See attached and incorporated **Exhibit B** (the "**Easement Area**")]

and to enter upon sufficient land adjacent to said water main easement as reasonably necessary 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 Area herein granted.

1. All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

2. Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the Easement Area, except that subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to said 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 Area.

3. 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 successors and assigns. This easement is exempt from state and county transfer taxes pursuant to MCL § 207.526(a) and MCL§207.505(a).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES FOLLOW ON NEXT PAGE]

OK LB

IN WITNESS WHEREOF, Grantor has executed this Easement as of March 14<sup>th</sup>, 2025.

**GRANTOR:**

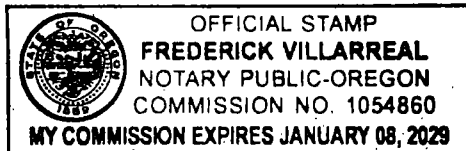
LITHIA REAL ESTATE, INC.,  
an Oregon corporation

By: [Signature]  
Print Name: Eric Monroe  
Its: Authorized Agent

STATE OF Oregon )  
 ) ss.  
COUNTY OF Jackson )

The foregoing instrument was acknowledged before me this 14 day of March, 2025, by Eric Monroe, as the Authorized Agent of LITHIA REAL ESTATE, INC., an Oregon corporation, on behalf of the corporation.

[NOTARY SEAL]



[Signature]  
Notary Public  
Notary Name: Frederick Villarreal  
Acting in Jackson County, State of OR  
My commission expires: 01/08/2029

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

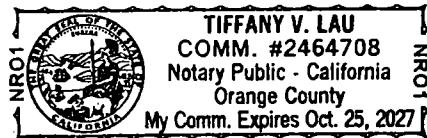
On Feb 25, 2025 before me, Tiffany V. Lau  
(Here insert name and title of the officer)

personally appeared Caroline Dimitian  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages        Document Date

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)  
☐ Corporate Officer  

(Title)

☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other

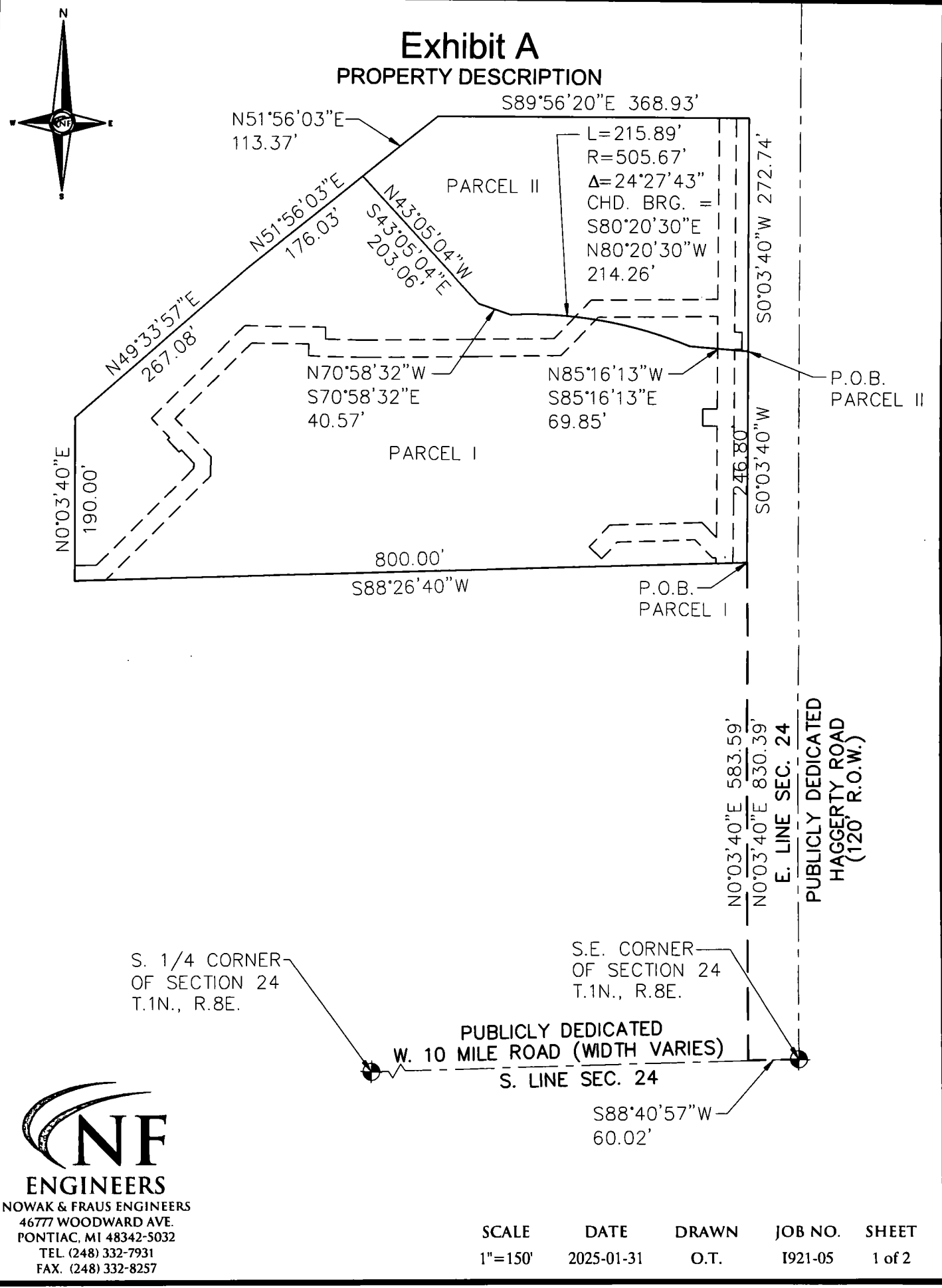
## INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.



# Exhibit A

## PROPERTY DESCRIPTION



**NF ENGINEERS**  
 NOWAK & FRAUS ENGINEERS  
 46777 WOODWARD AVE.  
 PONTIAC, MI 48342-5032  
 TEL. (248) 332-7931  
 FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=150'	2025-01-31	O.T.	I921-05	1 of 2

Exhibit A  
PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PARCEL I

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF OAKLAND, CITY OF NOVI, DESCRIBED AS:

A PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 40 MINUTES 57 SECONDS WEST 60.02 FEET TO A POINT ON THE WESTERLY LINE OF HAGGERTY ROAD; THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 583.59 FEET ALONG THE WESTERLY LINE OF SAID HAGGERTY ROAD TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 26 MINUTES 40 SECONDS WEST 800.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 190.00 FEET; THENCE NORTH 49 DEGREES 33 MINUTES 57 SECONDS EAST 267.08 FEET; THENCE NORTH 51 DEGREES 56 MINUTES 03 SECONDS EAST 176.03 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 04 SECONDS EAST 203.06 FEET; THENCE SOUTH 70 DEGREES 58 MINUTES 32 SECONDS EAST 40.57 FEET; THENCE 215.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 505.67 FEET, CENTRAL ANGLE 24 DEGREES 27 MINUTES 43 SECONDS, CHORD BEARING SOUTH 80 DEGREES 20 MINUTES 30 SECONDS EAST 214.26 FEET); THENCE SOUTH 85 DEGREES 16 MINUTES 13 SECONDS EAST 69.85 FEET TO THE WESTERLY LINE OF SAID HAGGERTY ROAD; THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST 246.80 FEET ALONG THE WESTERLY LINE OF SAID HAGGERTY ROAD TO THE POINT OF BEGINNING

CONTAINING 254,950 SQUARE FEET OR 5.853 ACRES OF LAND.

SUBJECT TO ANY EASEMENTS AND RIGHTS OF WAY RECORDED OTHERWISE.

PIN NO.:    22-24-476-036

LEGAL DESCRIPTION - PARCEL II

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF OAKLAND, CITY OF NOVI, DESCRIBED AS:

A PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 40 MINUTES 57 SECONDS WEST 60.02 FEET TO A POINT ON THE WESTERLY LINE OF HAGGERTY ROAD; THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 830.39 FEET ALONG THE WESTERLY LINE OF SAID HAGGERTY ROAD TO THE POINT OF BEGINNING; THENCE NORTH 85 DEGREES 16 MINUTES 13 SECONDS WEST 69.85 FEET; THENCE 215.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 505.67 FEET, CENTRAL ANGLE 24 DEGREES 27 MINUTES 43 SECONDS, CHORD BEARING NORTH 80 DEGREES 20 MINUTES 30 SECONDS WEST 214.26 FEET); THENCE NORTH 70 DEGREES 58 MINUTES 32 SECONDS WEST 40.57 FEET; THENCE NORTH 43 DEGREES 05 MINUTES 04 SECONDS WEST 203.06 FEET; THENCE NORTH 51 DEGREES, 56 MINUTES, 03 SECONDS EAST 113.37 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 20 SECONDS EAST 368.93 FEET TO THE WESTERLY LINE OF SAID HAGGERTY ROAD; THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST 272.74 FEET ALONG THE WESTERLY LINE OF SAID HAGGERTY ROAD TO THE POINT OF BEGINNING.

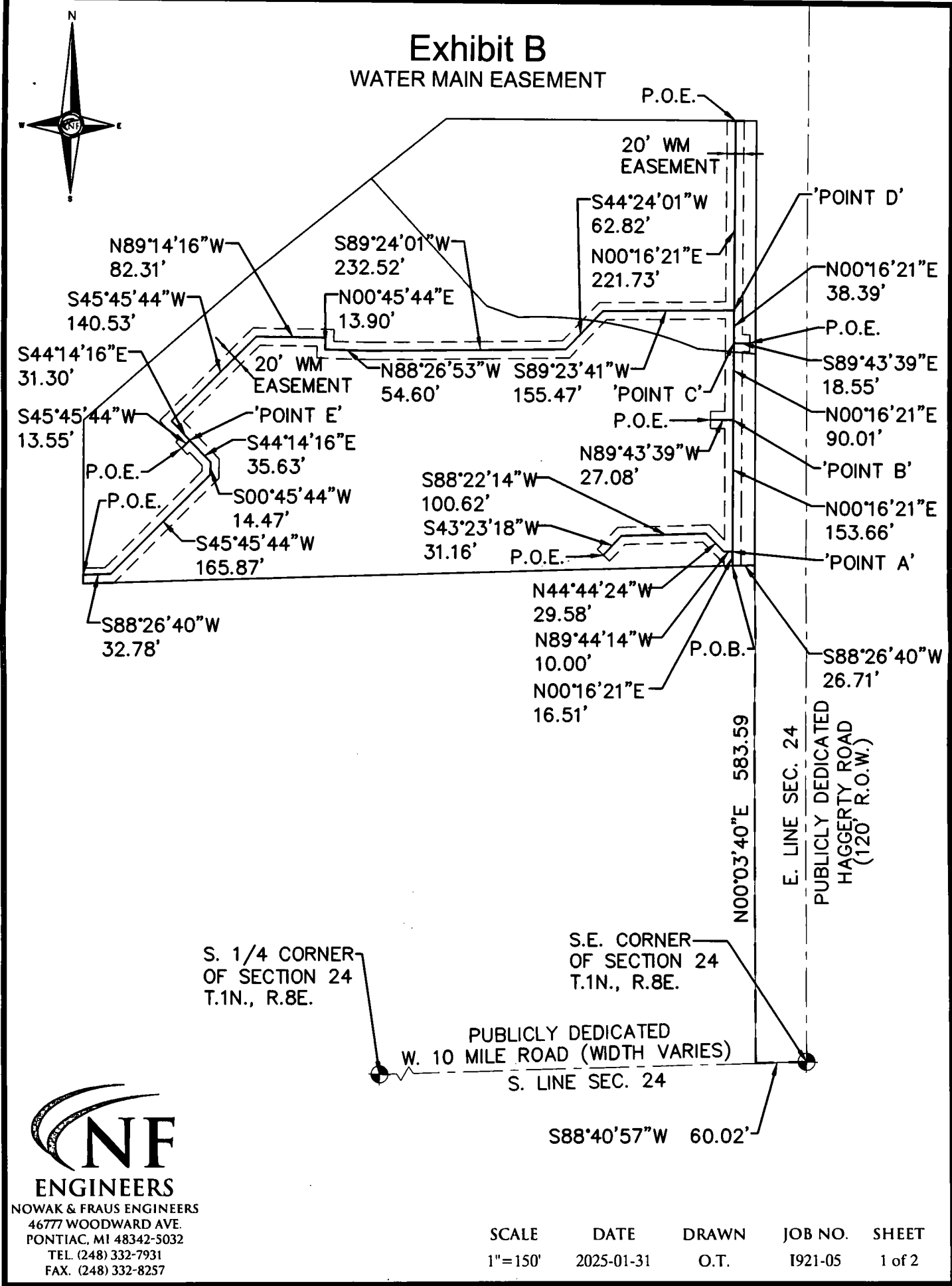
CONTAINING 95,300 SQUARE FEET OR 2.188 ACRES OF LAND.

SUBJECT TO ANY EASEMENTS AND RIGHTS OF WAY RECORDED OTHERWISE.

PIN NO.:    22-24-476-035

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
NTS	2025-01-31	O.T.	I921-05	2 of 2



**NF**  
**ENGINEERS**  
NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=150'	2025-01-31	O.T.	I921-05	1 of 2

## Exhibit B

### WATER MAIN EASEMENT

#### LEGAL DESCRIPTION - WATER MAIN EASEMENT

A 20 FOOT WIDE EASEMENT FOR WATER MAIN BEING PART OF THE SOUTHEAST 1/4 OF SECTION 24, T.1N., R.8E. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE S.88°40'57"W., 60.02 FEET ALONG THE SOUTH LINE OF SAID SECTION 24 ALSO THE CENTERLINE OF TEN MILE ROAD; THENCE N.00°03'40"E., 583.59 FEET; THENCE S.88°26'40"W., 26.71 FEET TO THE POINT OF BEGINNING; THENCE N.00°16'21"E., 16.51 FEET TO A 'POINT A'; THENCE N.00°16'21"E., 153.66 FEET TO 'POINT B'; THENCE N.00°16'21"E., 90.01 FEET TO A 'POINT C'; THENCE N.00°16'21"E., 38.39 FEET TO A 'POINT D'; THENCE N.00°16'21"E., 221.73 FEET TO A POINT OF ENDING.

ALSO FROM SAID 'POINT A' N.89°44'14"W., 10.00 FEET; THENCE N.44°44'24"W., 29.58 FEET; THENCE S.88°22'14"W., 100.62 FEET; THENCE S.43°23'18"W., 31.16 FEET TO A POINT OF ENDING.

ALSO FROM SAID 'POINT B' N.89°43'39"W., 27.08 FEET TO A POINT OF ENDING.

ALSO FROM SAID 'POINT C' S.89°43'39"E., 18.55 FEET TO A POINT OF ENDING.

ALSO FROM SAID 'POINT D' S.89°23'41"W., 155.47 FEET; THENCE S.44°24'01"W., 62.82 FEET; THENCE S.89°24'01"W., 232.52 FEET; THENCE N.88°26'53"W., 54.60 FEET; THENCE N.00°45'44"E., 13.90 FEET; THENCE N.89°14'16"W., 82.31 FEET; THENCE S.45°45'44"W., 140.53 FEET; THENCE S.44°14'16"E., 31.30 FEET TO A 'POINT E'; THENCE S.44°14'16"E., 35.63 FEET; THENCE S.00°45'44"W., 14.47 FEET; THENCE S.45°45'44"W., 165.87 FEET; THENCE S.88°26'40"W., 32.78 FEET TO A POINT OF ENDING

ALSO FROM SAID 'POINT E' S.45°45'44"W., 13.55 FEET TO A POINT OF ENDING.

*22-24-476-035pt*  
*22-24-476-036pt*



**NOWAK & FRAUS ENGINEERS**  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
NTS	2025-01-31	O.T.	I921-05	2 of 2