



# CITY of NOVI CITY COUNCIL

**Agenda Item F**  
**April 27, 2009**

**SUBJECT:** Approval of the Termination of Easements associated with the realignment of water mains for the City Center Plaza development, located on parcel no. 22-15-477-011 and 22-22-227-029, along the south side of Grand River Avenue, west of Novi Road.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *RJA BJC*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

In the course of development of City Center Plaza, the water main was realigned and extended throughout. Rather than executing and recording multiple easement documents for the various phases, the developer is requesting to terminate all water main easements and re-dedicate in one single document. The revised easement document (attached) that will replace the terminated easement was reviewed and approved administratively and is ready for recording at the Register of Deeds.

City Center Plaza is located south of Grand River Avenue and west of Novi Road in Sections 15 and 22.

The enclosed Termination of Easement has been favorably reviewed by the City Attorney (Beth Kudla's April 13, 2009 letter, attached) and is recommended for approval.

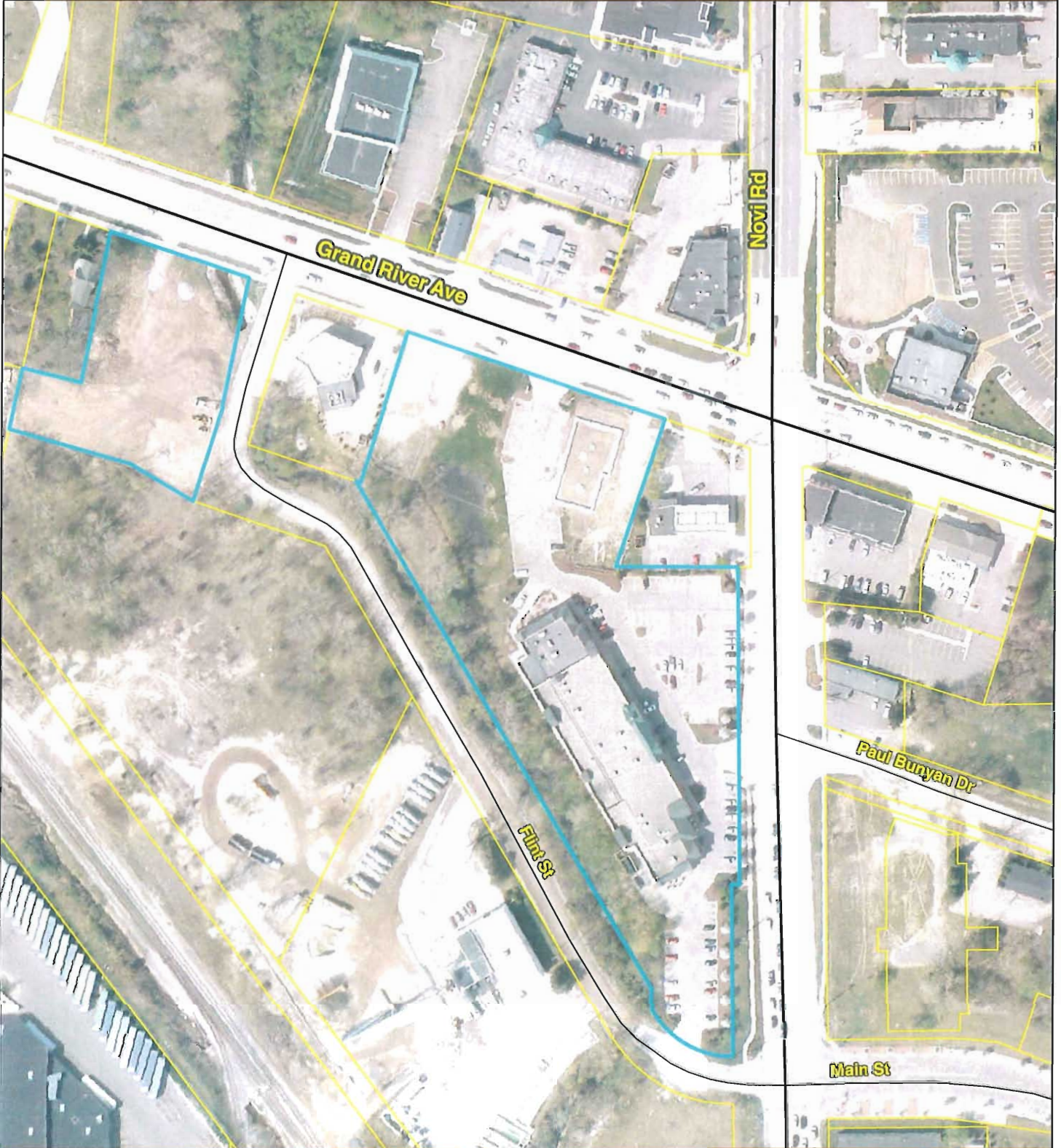
**RECOMMENDED ACTION:** Approval of the Termination of Easement associated with the realignment of water mains for the City Center Plaza development, located on parcel no. 22-15-477-011 and 22-22-227-029, along the south side of Grand River Avenue, west of Novi Road.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

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

# Location Map

## City Center Plaza Phases 3 and 5



### CITY OF NOVI

ENGINEERING DIVISION  
45175 W TEN MILE RD  
NOVI, MI 48375-3024  
(248) 347-0454  
MAP AUTHOR: Brian Coburn, PE



1 INCH = 167 FEET

MAP PRINT DATE: 4/20/09

### 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.

April 13, 2009

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretswardle.com

Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudla@secretswardle.com

Rob Hayes, Director of Public Services/City Engineer  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

**Re: City Center Plaza  
Termination of Water System Easements  
Our File No. 660134.NOVI  
SP06-37**

Dear Mr. Hayes:

At the property owner's request, and with the Engineering Department's approval, we have prepared the following documents, copies of which are enclosed:

- Termination of Easement (Easement Liber 6849, Page 859)
- Termination of Easement (Water System Easement Liber 36850, Page 522-527)

The existing easement areas set forth in the above Termination of Easement documents are also included in the new Water System Easement dedicated by the property owner with respect to Phases 3, 4 and 5A of City Center Plaza. It was the property owner's preference to include all Water System Easement areas within the City Center Plaza in a single easement document rather than having multiple documents.

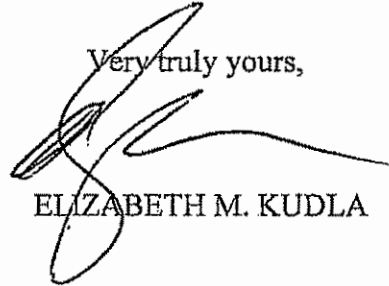
Because all lenders with an interest in the property have consented to the new Water System Easement, we have no objection to the termination of the above named easements so long as the new Water System Easement, dated \_\_\_\_\_, is recorded prior to the above Termination of Easement documents.

Because City Ordinance does not require a public hearing for termination of a water system easement, the issue may be placed on an up-coming City Council agenda for approval.

Rob Hayes, Director of Public Services/City Engineer  
April 13, 2009  
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 M. Kudla', with a long horizontal flourish extending to the right.

ELIZABETH M. KUDLA

EMK

Enclosures

- C: Maryanne Cornelius, Clerk (w/Original Enclosures)
- Clay Pearson, City Manager (w/Enclosures)
- Marina Neumaier, Assistant Finance Director (w/Enclosures)
- Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
- Taylor Reynolds, Spalding DeDecker (w/Enclosures)
- Sarah Marchioni, Building Department (w/Enclosures)
- Ron Neuchterlein, Superior Diversified Services (w/Enclosures)
- George Keros, City Center Plaza Limited Partnership (w/Enclosures)
- Thomas R. Schulz, Esquire (w/Enclosures)

C:\Nrp\rb\l\manage\BKUDLA\1213374\_1.DOC

**TERMINATION OF EASEMENT**

FOR AND IN CONSIDERATION OF ONE DOLLAR (\$ 1.00), the receipt and sufficiency of which is hereby acknowledged, the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, and CITY CENTER PLAZA LIMITED PARTNERSHIP, a Michigan Limited Partnership, whose address is 200 Renaissance Center, Suite 3145, Detroit, MI 48243, does hereby vacate, release and discharge a certain Easement for operation, maintenance, repair and replacement of a water supply system, which Easement is dated July 14, 2004 and recorded at Liber 36850, pages 522 through 527 on December 28, 2005, at Oakland County Records (the "Easement"), said Easement affecting certain lands situated in the City of Novi, Oakland County, Michigan, described as:

{See **Exhibit A** attached hereto and made part hereof}

Said Easements being over, across and through the following parcel described as:

{See **Exhibit B** attached hereto and made part hereof}

Said Water System Easement being attached hereto as Exhibit C.

Property Tax ID No. 22-22-227-028

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination of Easement on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF NOVI, a Michigan municipal  
Corporation

\_\_\_\_\_  
By: David Landry, Its Mayor

\_\_\_\_\_  
By: Maryanne Cornelius, Its Clerk

{Signatures continue onto following page}

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires:

City Center Plaza Limited Partnership, a  
Michigan Limited Partnership

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

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires:

Drafted by:

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

And when recorded return to:  
Maryanne Cornelius, City Clerk  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

Exhibit A



## EXHIBIT A

Job No.01-054

July 14, 2004, Revised September 20, 2005

## LEGAL DESCRIPTION

## OVERALL SUBJECT PARCEL

54084  
92016

A part of Lots 10, 14, 15, 16 (and 17) of "Supervisor's Plat No.3", as recorded in Liber 54 of Plats, on Page 84, Oakland County Records, and a part of Lots 1, 2, 3, 4 and 5 of "Railroad Subdivision", as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records; being a part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to the Southerly right-of-way of Grand River Avenue (50 ft. 1/2 right-of-way); thence North 70°38'08" West, 34.98 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of said Novi Road (33 ft. 1/2 right-of-way); thence Due South, 149.89 feet (recorded as 150.02 feet), along the Westerly right-of-way of said Novi Road, to the Northeast corner of Lot 14 of said "Supervisor's Plat No.3" and the POINT OF BEGINNING; thence Due South, 400.01 feet (recorded as 400.34 feet), along the Westerly right-of-way of said Novi Road, to the Southeast corner of Lot 16 of said "Supervisor's Plat No.3"; thence Due West, 27.00 feet, along the Southerly line of said Lot 16 of said "Supervisor's Plat No. 3", to the Northeast corner of Lot 3 of said "Railroad Subdivision" and a point on the Westerly right-of-way of said Novi Road (60 ft. 1/2 right-of-way); thence Due South, 218.71 feet (recorded as 218.67 feet), along the Westerly right-of-way of said Novi Road, to the Southeast corner of Lot 5 of said "Railroad Subdivision" and the Northeasterly right-of-way of Flint Street; thence 125.91 feet along a curve to the right, said curve having a radius of 119.90 feet, a central angle of 60°10'07"; and a chord bearing and distance of North 59°54'57" West, 120.20 feet (recorded as arc 124.85 feet, radius of 118.94 ft., central angle of 60°08'38", and chord of South 59°55'54" East, 119.20 feet) along the Northeasterly right-of-way of said Flint Street; thence North 01°43'38" East, 28.66 feet (recorded as South 1°18'23" West, 29.95 feet), along the Northeasterly right-of-way of said Flint Street, to the Northwest corner of said Lot 5 of said "Railroad Subdivision"; thence North 29°49'53" West, 741.38 feet (recorded as South 29°51'45" East, 742.46 feet), along the Northeasterly right-of-way of said Flint Street, to the Northwest corner of Lot 1 of said "Railroad Subdivision"; thence South 70°38'08" East, 56.00 feet (recorded as South 70°38'00" East), along the Northerly line of said Lot 1 of said "Railroad Subdivision"; thence North 17°57'33" East, 83.31 feet, along the boundary of said Lot 1 of said "Railroad Subdivision" and an extension thereof, to the Southwest corner of Lot 9 of said "Supervisor's Plat No. 3"; thence South 71°43'28" East, 96.97 feet (recorded as 97.0 feet), along the Southerly line of said Lot 9, to the Southwest corner of Lot 10 of said "Supervisor's Plat No.3"; thence North 17°00'45" East, 114.90 feet (recorded as 115.1 feet), along the Westerly line of said Lot 10 of said "Supervisor's Plat No.3", to the Northwest corner of said Lot 10 and the Southerly right-of-way of said Grand River Avenue; thence South 70°38'08" East, 88.10 feet (recorded as South 70°38' East), along the Southerly right-of-way of said Grand River Avenue, to the Northeast corner of said Lot 10 of said "Supervisor's Plat No.3"; thence South 16°02'43" West, 113.28 feet (recorded as 113.48 feet), along the Easterly line of said Lot 10 of said "Supervisor's Plat No.3", to the Southeast corner of said Lot 10; thence South 71°43'28" East, 41.97 feet (recorded as 42.0 feet), along the Southerly line of Lot 11 of said "Supervisor's Plat No.3", to the Southeast corner of said Lot 11; thence South 16°04'51" West, 99.47 feet, along the Westerly line of Lot 12 of said "Supervisor's Plat No.3", to the Northwest corner of said Lot 14 of said "Supervisor's Plat No. 3"; thence South 80°12'52" East, 59.95 feet (recorded as 60.0 feet), along the Northerly line of said Lot 14 of said "Supervisor's Plat No.3"; thence North 88°49'04" East, 171.58 feet (recorded as 171.74 feet), along the Northerly line of said Lot 14 of said "Supervisor's Plat No.3", to the POINT OF BEGINNING. All of the above containing 4.524 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record. All of the above being subject to the rights of the public in Novi Road, Grand River Avenue and Flint Street.

Exhibit B

## EXHIBIT B

Job No. 01-054

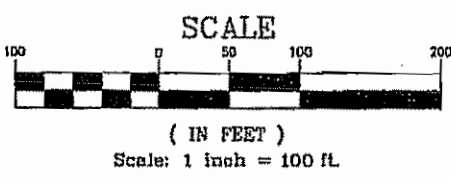
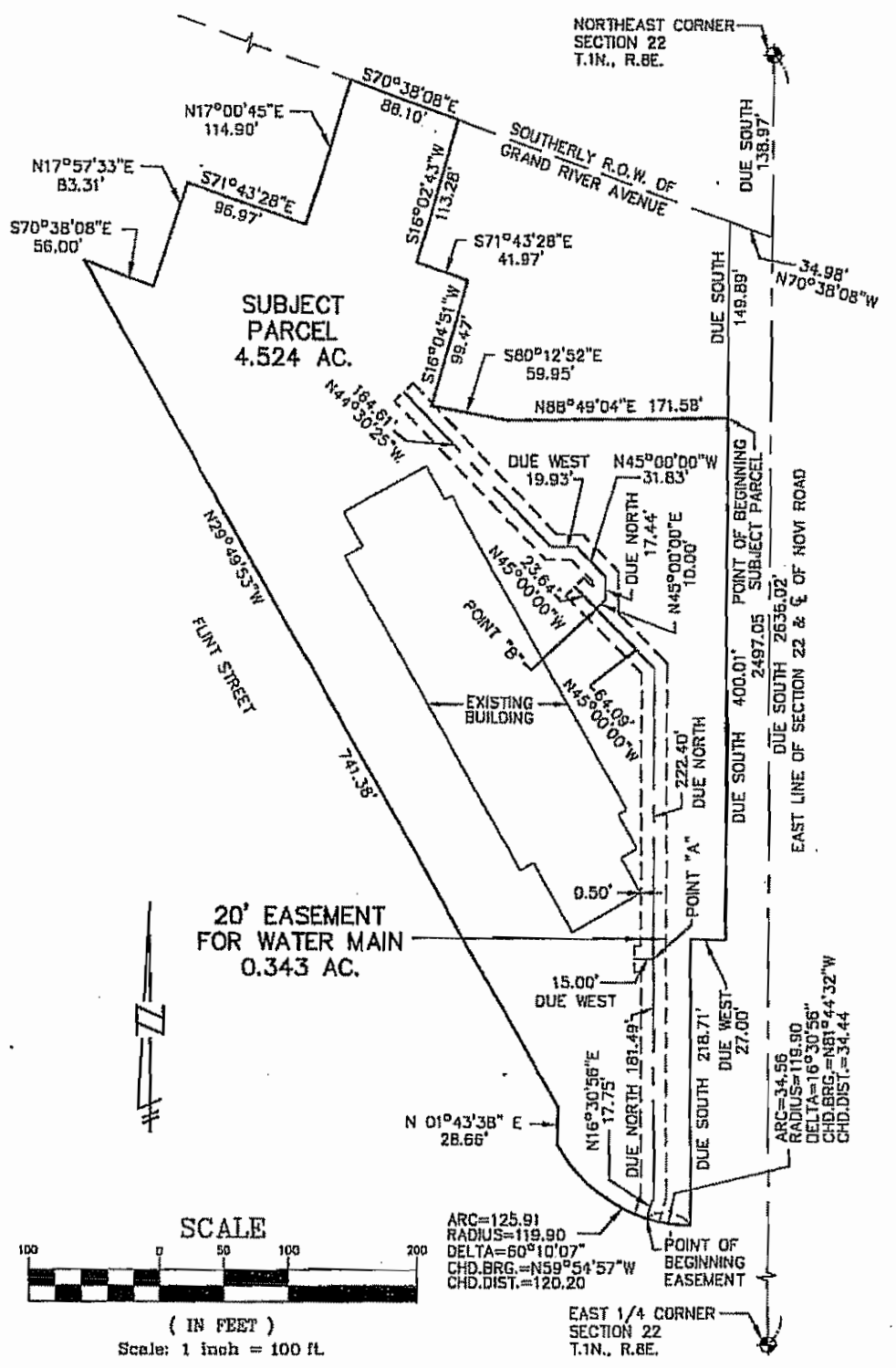
July 14, 2004, Revised September 20, 2005

LEGAL DESCRIPTION  
EASEMENT FOR WATER MAIN

20' Wide Easement for Water Main being a part of Lots 14 and 16 of "Supervisor's Plat No.3", as recorded in Liber 54 of Plats, on Page 84, Oakland County Records, and a part of Lots 1, 2, 3, 4 and 5 of "Railroad Subdivision", as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records; being a part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to the Southerly right-of-way of Grand River Avenue (50 ft. 1/2 right-of-way); thence North 70°38'08" West, 34.98 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of said Novi Road (33 ft. 1/2 right-of-way); thence Due South, 149.89 feet, along the Westerly right-of-way of said Novi Road, to the Northeast corner of the Subject Property; thence Due South, 400.01 feet, along the Westerly right-of-way of said Novi Road; thence Due West, 27.00 feet, along the right-of-way line of said Novi Road; thence Due South, 218.71 feet, along the Westerly right-of-way of said Novi Road (60 ft. 1/2 right-of-way), to the Northeasterly right-of-way of Flint Street, and the Southeast corner of the Subject Property; thence 34.56 feet along a curve to the right, said curve having a radius of 119.90 feet, a central angle of 16°30'56", and a chord bearing and distance of North 81°44'32" West, 34.44 feet along the Northeasterly right-of-way of said Flint Street, to the POINT OF BEGINNING; thence North 16°30'56" East, 17.75 feet; thence Due North, 181.49 feet, to Point "A"; thence continuing Due North, 222.40 feet; thence North 45°00'00" West, 64.09 feet, to Point "B"; thence North 45°00'00" West, 23.64 feet, to the Point of Ending. AND ALSO, commencing at said Point "A" for a POINT OF BEGINNING; thence Due West, 15.00 feet, to the Point of Ending. AND ALSO, commencing at said Point "B" for a POINT OF BEGINNING; thence North 45°00'00" East, 10.00 feet; thence Due North, 17.44 feet; thence North 45°00'00" West, 31.83 feet; thence Due West, 19.93 feet; thence North 44°30'25" West, 164.61 feet, to the Point of Ending. All of the above containing 0.343 Acres.

Pt 22-22-227-028

EXHIBIT C



EASEMENT FOR WATER MAIN

**SEIBER, KEAST & ASSOCIATES, INC.**  
CONSULTING ENGINEERS  
40309 GRAND RIVER AVENUE, SUITE 110, NDV, MI 48376-2123  
(248) 473-7880

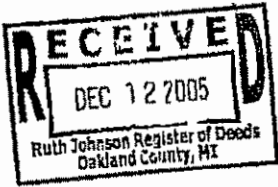
**MILLETICS AND ASSOCIATES, L.L.C.**  
LAND SURVEYORS  
48376-2123

CITY CENTER PLAZA ADDITION  
SECTION 22, T.1N., R.8E.,  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	07-14-2004
JOB NO.:	01-054
DWG. FILE:	01-054EE
DRAWN BY:	R.E., KAL
CHECK:	KAL
SHEET:	1 OF 1

Exhibit C

C:\N\Portbl\manage\BKUDLA\1213250\_1.DOC



361024  
LIBER 36850 PAGE 522  
\$25.00 MISC RECORDING  
\$4.00 RECDUMENTATION  
12/28/2005 11:48:01 A.M. RECEIPT# 144838  
PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that City Center Plaza Limited Partnership, a Michigan Limited Partnership, whose address is 200 Renaissance Center, Suite 3145, Detroit, Michigan 48243, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

(See Exhibit "A" Attached Hereto and Made a Part Hereof)

Tax Identification Number: 22-22-227-028

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

(Handwritten circled text: 6/11/05)

(See Exhibit "B" and Exhibit "C" Attached Hereto and Made a Part Hereof)

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

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

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

O.K. - KB

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

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 14th day of July, 2007.

WITNESSES:

GRANTOR:

Termit K  
DEMETRIOS T. KEROS  
Patricia E. Keros  
MARILIA G. KEROS

City Center Plaza Limited Partnership, a Michigan Limited Partnership  
BY George S. Keros GSK  
GEORGE S. KEROS  
CITY CENTER GP, LLC, its: GENERAL PARTNER  
President of its General Partner

STATE OF MICHIGAN )  
                                  )SS  
COUNTY OF OAKLAND)

On this 14th day of July, 2007, before me, personally appeared the above named George S. Keros, the PRESIDENT of CITY CENTER GP, LLC ~~the General Partner of~~ CITY CENTER PLAZA LIMITED PARTNERSHIP, to me known to be the person described in and who is the General Partner of GSK executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

Sharon M. Schmidt  
Notary Public, WAYNE County, MI  
My commission expires 10/31/2008  
ELEANORE MARGARET SCHMIDT  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES Oct 31, 2008  
Acting in Oakland

THIS INSTRUMENT DRAFTED BY ~~Elizabeth M. Kudla, Esq.~~  
~~30903 Northwestern Highway~~  
~~Farmington Hills, MI 48334~~  
Elizabeth M. Kudla, Esq.  
30903 Northwestern Highway  
Farmington Hills, MI 48334

When Recorded, Return To:  
Maryanne Cornelius, City Clerk  
City of Novi  
45175 W. 10 Mile Rd.  
Novi, MI 48375

CONSENT TO EASEMENT

As the holder of a mortgage interest in and to the property referenced in the Water System Easement, dated July 14, 2004, attached hereto and incorporated as Exhibit "A", whereby City Center Plaza Limited Partnership, a Michigan Limited Partnership, whose address is 200 Renaissance Center, Suite 3145, Detroit, Michigan 48243, grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed

on the 5<sup>th</sup> day of August, 2004.

WITNESSES:

Sarah Zink  
Jacqueline Horton

GENERAL ELECTRIC CAPITAL ASSURANCE COMPANY, a Delaware corporation

By: Cindy J. Heidel  
Cindy J. Heidel  
Its: Investment Officer

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

The foregoing Consent to Easement was acknowledged before me this 5<sup>th</sup> day of August, 2004 by Cindy J. Heidel, the Investment Officer of GENERAL ELECTRIC CAPITAL ASSURANCE COMPANY, a Delaware corporation.



Inga P. Jones

Notary Public, King County,  
My commission expires: September 24, 2006



## EXHIBIT A

Job No.01-054

July 14, 2004, Revised September 20, 2005

## LEGAL DESCRIPTION

## OVERALL SUBJECT PARCEL

S4084

A part of Lots 10, 14, 15, 16 (and 17) of "Supervisor's Plat No.3", as recorded in Liber 54 of Plats, on Page 84, Oakland County Records, and a part of Lots 1, 2, 3, 4 and 5 of "Railroad Subdivision", as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records; being a part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to the Southerly right-of-way of Grand River Avenue (50 ft. 1/2 right-of-way); thence North 70°38'08" West, 34.98 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of said Novi Road (33 ft. 1/2 right-of-way); thence Due South, 149.89 feet (recorded as 150.02 feet), along the Westerly right-of-way of said Novi Road, to the Northeast corner of Lot 14 of said "Supervisor's Plat No.3" and the POINT OF BEGINNING; thence Due South, 400.01 feet (recorded as 400.34 feet), along the Westerly right-of-way of said Novi Road, to the Southeast corner of Lot 16 of said "Supervisor's Plat No.3"; thence Due West, 27.00 feet, along the Southerly line of said Lot 16 of said "Supervisor's Plat No. 3", to the Northeast corner of Lot 3 of said "Railroad Subdivision" and a point on the Westerly right-of-way of said Novi Road (60 ft. 1/2 right-of-way); thence Due South, 218.71 feet (recorded as 218.67 feet), along the Westerly right-of-way of said Novi Road, to the Southeast corner of Lot 5 of said "Railroad Subdivision" and the Northeasterly right-of-way of Flint Street; thence 125.91 feet along a curve to the right, said curve having a radius of 119.90 feet, a central angle of 60°10'07", and a chord bearing and distance of North 59°54'57" West, 120.20 feet (recorded as arc 124.85 feet, radius of 118.94 ft., central angle of 60°08'38", and chord of South 59°55'54" East, 119.20 feet) along the Northeasterly right-of-way of said Flint Street; thence North 01°43'38" East, 28.66 feet (recorded as South 1°18'23" West, 29.95 feet), along the Northeasterly right-of-way of said Flint Street, to the Northwest corner of said Lot 5 of said "Railroad Subdivision"; thence North 29°49'53" West, 741.38 feet (recorded as South 29°51'45" East, 742.46 feet), along the Northeasterly right-of-way of said Flint Street, to the Northwest corner of Lot 1 of said "Railroad Subdivision"; thence South 70°38'08" East, 56.00 feet (recorded as South 70°38'00" East), along the Northerly line of said Lot 1 of said "Railroad Subdivision"; thence North 17°57'33" East, 83.31 feet, along the boundary of said Lot 1 of said "Railroad Subdivision" and an extension thereof, to the Southwest corner of Lot 9 of said "Supervisor's Plat No. 3"; thence South 71°43'28" East, 96.97 feet (recorded as 97.0 feet), along the Southerly line of said Lot 9, to the Southwest corner of Lot 10 of said "Supervisor's Plat No.3"; thence North 17°00'45" East, 114.90 feet (recorded as 115.1 feet), along the Westerly line of said Lot 10 of said "Supervisor's Plat No.3", to the Northwest corner of said Lot 10 and the Southerly right-of-way of said Grand River Avenue; thence South 70°38'08" East, 88.10 feet (recorded as South 70°38' East), along the Southerly right-of-way of said Grand River Avenue, to the Northeast corner of said Lot 10 of said "Supervisor's Plat No.3"; thence South 16°02'43" West, 113.28 feet (recorded as 113.48 feet), along the Easterly line of said Lot 10 of said "Supervisor's Plat No.3", to the Southeast corner of said Lot 10; thence South 71°43'28" East, 41.97 feet (recorded as 42.0 feet), along the Southerly line of Lot 11 of said "Supervisor's Plat No.3", to the Southeast corner of said Lot 11; thence South 16°04'51" West, 99.47 feet, along the Westerly line of Lot 12 of said "Supervisor's Plat No.3", to the Northwest corner of said Lot 14 of said "Supervisor's Plat No. 3"; thence South 80°12'52" East, 59.95 feet (recorded as 60.0 feet), along the Northerly line of said Lot 14 of said "Supervisor's Plat No.3"; thence North 88°49'04" East, 171.58 feet (recorded as 171.74 feet), along the Northerly line of said Lot 14 of said "Supervisor's Plat No.3", to the POINT OF BEGINNING. All of the above containing 4.524 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record. All of the above being subject to the rights of the public in Novi Road, Grand River Avenue and Flint Street.

## EXHIBIT B

Job No. 01-054

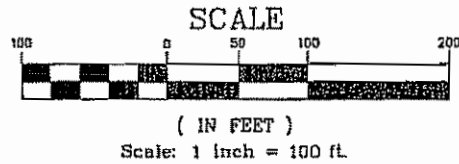
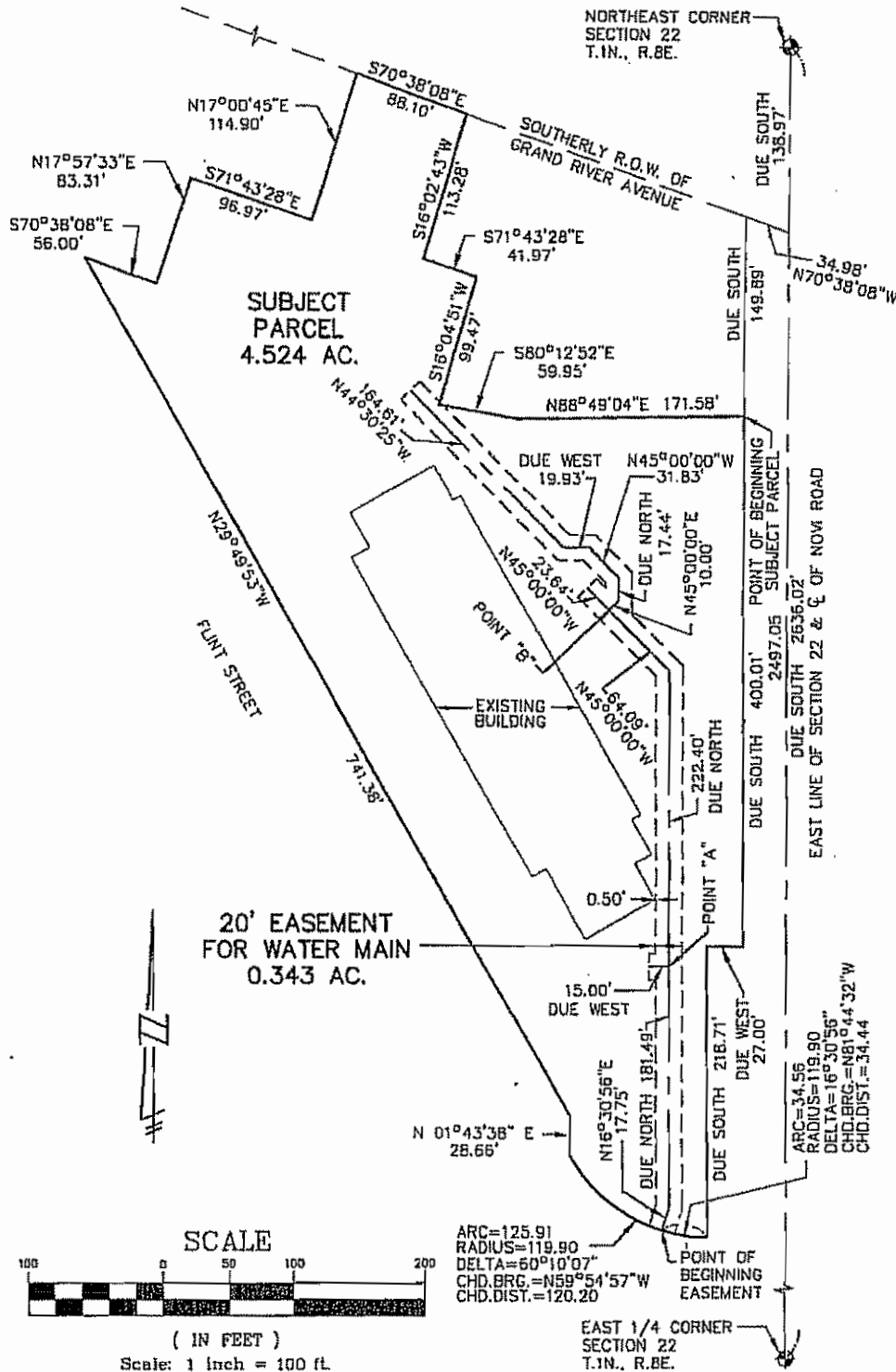
July 14, 2004, Revised September 20, 2005

LEGAL DESCRIPTION  
EASEMENT FOR WATER MAIN

20' Wide Easement for Water Main being a part of Lots 14 and 16 of "Supervisor's Plat No.3", as recorded in Liber 54 of Plats, on Page 84, Oakland County Records, and a part of Lots 1, 2, 3, 4 and 5 of "Railroad Subdivision", as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records; being a part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to the Southerly right-of-way of Grand River Avenue (50 ft. 1/2 right-of-way); thence North 70°38'08" West, 34.98 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of said Novi Road (33 ft. 1/2 right-of-way); thence Due South, 149.89 feet, along the Westerly right-of-way of said Novi Road, to the Northeast corner of the Subject Property; thence Due South, 400.01 feet, along the Westerly right-of-way of said Novi Road; thence Due West, 27.00 feet, along the right-of-way line of said Novi Road; thence Due South, 218.71 feet, along the Westerly right-of-way of said Novi Road (60 ft. 1/2 right-of-way), to the Northeasterly right-of-way of Flint Street, and the Southeast corner of the Subject Property; thence 34.56 feet along a curve to the right, said curve having a radius of 119.90 feet, a central angle of 16°30'56", and a chord bearing and distance of North 81°44'32" West, 34.44 feet along the Northeasterly right-of-way of said Flint Street, to the POINT OF BEGINNING; thence North 16°30'56" East, 17.75 feet; thence Due North, 181.49 feet, to Point "A"; thence continuing Due North, 222.40 feet; thence North 45°00'00" West, 64.09 feet, to Point "B"; thence North 45°00'00" West, 23.64 feet, to the Point of Ending. AND ALSO, commencing at said Point "A" for a POINT OF BEGINNING; thence Due West, 15.00 feet, to the Point of Ending. AND ALSO, commencing at said Point "B" for a POINT OF BEGINNING; thence North 45°00'00" East, 10.00 feet; thence Due North, 17.44 feet; thence North 45°00'00" West, 31.83 feet; thence Due West, 19.93 feet; thence North 44°30'25" West, 164.61 feet, to the Point of Ending. All of the above containing 0.343 Acres.

Plat 22-22-227-028

EXHIBIT C



EASEMENT FOR WATER MAIN

**SEIBER, KEAST & ASSOCIATES, INC.**  
CONSULTING ENGINEERS

**MILLETICS AND ASSOCIATES, L.L.C.**  
LAND SURVEYORS

40309 GRAND RIVER AVENUE, SUITE 110, NOVI, MI 48375-2123  
(248) 473-7880

**CITY CENTER PLAZA ADDITION**  
SECTION 22, T.1N., R.8E.,  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	07-14-2004
JOB NO.:	01-054
DWG FILE:	01-054EE
DRAWN BY:	RUE, KAL
CHECK:	KAL
SHEET:	1 OF 1

**TERMINATION OF EASEMENT**

FOR AND IN CONSIDERATION OF ONE DOLLAR (\$ 1.00), the receipt and sufficiency of which is hereby acknowledged, the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, and CITY CENTER PLAZA LIMITED PARTNERSHIP, a Michigan Limited Partnership, whose address is 200 Renaissance Center, Suite 3145, Detroit, MI 48243, as successor in interest to Grantors, Frazer W. Staman and Irene E. Staman, does hereby vacate, release and discharge a certain Easement for operation, maintenance, repair and replacement of a water supply system, which Easement is dated November 9, 1976 and recorded at Liber 6849, page 858, on February 17, 1977, at Oakland County Records (the "Easement"), said Easement affecting certain lands situated in the City of Novi, Oakland County, Michigan, described as:

Lots 14 and 15 of the "Supervisor's Plat No. 3" a subdivision of a part of the Southeast ¼ of Section 15 and part of the Northeast ¼ of Section 22, T1N, R8E, City of Novi, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 54A of Plats, Page 84, Oakland County Records.

Said Easements being over, across and through the following parcel described as:

A permanent easement consisting of the Easterly 5 feet of Lots 14 and 15 of the "Supervisor's Plat No. 3" a subdivision of a part of the Southeast ¼ of Section 15 and part of the Northeast ¼ of Section 22, T1N, R8E, City of Novi, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 54A of Plats, Page 84, Oakland County Records.

Said Easement to being attached hereto as Exhibit A.

Property Tax ID No. \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed and delivered this Vacation of Easement on this \_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

THE CITY OF NOVI, a Michigan municipal Corporation

\_\_\_\_\_

By: David Landry, Its Mayor

\_\_\_\_\_

By: Maryanne Cornelius, Its Clerk

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires:

WITNESSES:

\_\_\_\_\_,  
a Michigan \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by

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\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires:

Drafted by and when recorded return to:  
Elizabeth M. Kudla  
30903 Northwestern Highway  
PO Box 3040

C:\Nrp\Portbl\Secrest\BKUDI.A\666857\_2.DOC

Exhibit A

FEB 17 77

23 & 2411

1586849 808

ASSIGNMENT

77 13003

KNOW ALL MEN BY THESE PRESENTS, That James W. Bloman and Irene R. Bloman, his wife, 80050 Wilson Road, Novi, Michigan

1/2

hereinafter called the Grantor, for and in consideration of the sum of Five Thousand and No/100 Dollars (\$5,000.00) received from the City of Novi, a Michigan Municipal Corporation, hereinafter called the City, whose address is 4115 Sixth Gate, Novi, Michigan 48060, do/does hereby grant to the City the right to construct, operate, maintain, repair and/or replace a water supply system across and through the following described land situated in T.1N., R.1E., City of Novi, Oakland County, Michigan, to-wit:

A permanent easement consisting of the westerly 6 feet of the hereinafter described lots except Easements of Record,

Also, a temporary construction easement consisting of a 20 foot strip of land, Westerly of, parallel and adjacent to, the Westerly limits of above described Permanent easement on Lot 14 (only).

Said easements being over and across the following described property:

Lots 14 and 16 of "Supervisor's Plat No. 3, a subdivision of part of the Southeast 1/4 of Section 18 and part of the Northeast 1/4 of Section 22, T1N, R1E, Novi Twp., Oakland County, Michigan, according to the Plat thereof as recorded in Liber 84A of Plats, Page 84, Oakland County Records.

RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OAKLAND COUNTY, MICHIGAN, ON FEBRUARY 17, 1977. TRANSFER TAX \$1.10

FILED FEB 17 1977

Said temporary construction easement shall terminate upon the completion date of construction.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the City.

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

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures this 17 day of February, A.D., 1977.

In presence of [Signatures] (I.S.)  
[Signatures] (I.S.)  
STATE OF MICHIGAN  
COUNTY OF OAKLAND

On this 17 day of November, A.D. 1976, before me, a Notary Public in and for said county, personally appeared James W. Bloman and Irene R. Bloman, his wife to me known to be the same person described in and who executed the within instrument, who then acknowledged the same to be their free act and deed.

THIS INSTRUMENT DRAFTED BY:  
W.J. Hardinburg, Jr.  
2760 Pontiac Lake Road  
Pontiac, Michigan 48064

[Signature]  
Notary Public  
Notary Public, State of Michigan  
My commission expires 1/1/78

7/17/76



**WATER SYSTEM EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that CITY CENTER PLAZA LIMITED PARTNERSHIP, a Michigan Limited Partnership, whose address is 200 Renaissance Center, Suite 3145, Detroit, Michigan 48243, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

See attached EXHIBIT A

Tax Identification Number: 502222227029

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

See attached EXHIBIT B AND C

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

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted but shall restore the affected easement area promptly upon completion of such actions.

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

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

Dated this the 20<sup>th</sup> day of June, 2008

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this day of JULY 23, 2008.

GRANTOR:

CITY CENTER PLAZA LIMITED PARTNERSHIP  
a Michigan Limited Partnership

By: George S. Keros  
George S. Keros  
Its: Managing Partner

STATE OF MICHIGAN )  
  )SS  
COUNTY OF OAKLAND )

On this 23 day of July, 2008 before me, personally appeared the above named George S. Keros, the Managing Partner of City Center Plaza L.P., to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as free act and deed.

Carla Baird  
Notary Public,  
Macomb County, MI  
My commission expires: 8/12/2012

THIS INSTRUMENT DRAFTED BY:

Elizabeth M. Kudla, Esq.  
30903 Northwestern Highway  
Farmington Hills, MI 48334

**Notary Public**  
**Carla Baird**  
In the County of Macomb  
**My Commission Expires**  
**August 12, 2012**

AND WHEN RECORDED RETURN TO:

Maryanne Cornelius, Clerk  
City of Novi  
45175 W. Ten Mile Rd.  
Novi, MI 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated June 20, 2008, attached hereto and incorporated as Exhibit A, whereby City Center Plaza Limited Partnership grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

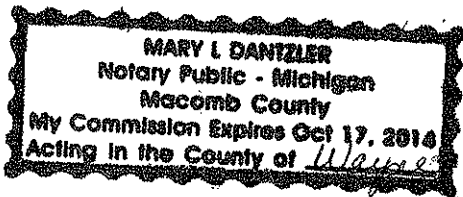
IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 21<sup>st</sup> day of July, 2008.

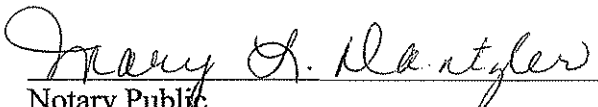
Comerica Bank, a  
Texas Bank Association

By:   
Kevin Kudej  
Its: Vice President

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF OAKLAND    )

The foregoing Consent to Easement was acknowledged before me this 21<sup>st</sup> day of July, 2008, by Kevin Kudej, the Vice President of Comerica Bank, a Michigan \_\_\_\_\_.



  
Notary Public  
\_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_

**CONSENT TO EASEMENT**

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated June 20, 2008, attached hereto and incorporated as Exhibit A, whereby City Center Plaza Limited Partnership grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

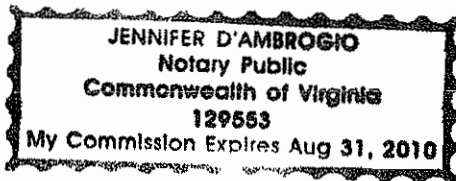
IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 27<sup>TH</sup> day of MARCH, 2009.

GENWORTH LIFE INSURANCE COMPANY,  
a Delaware corporation, formerly known as  
General Electric Capital Assurance Company,  
a Delaware corporation

By: Hilda Bryant  
Its: Investment Officer

STATE OF Virginia )  
  ) SS.  
COUNTY OF Henrico )

The foregoing Consent to Easement was acknowledged before me this 27<sup>th</sup> day of March, 2009, by Hilda Bryant, the Investment Officer of Genworth Life Insurance Company, a Delaware corporation.



Jennifer D'Ambrogio  
Notary Public  
Henrico County, Va  
My commission expires: 8-31-10

# EXHIBIT A

Job No.01-054  
September 24, 2008  
Revised 02/04/09 (JCC)

## LEGAL DESCRIPTION OVERALL SUBJECT PARCEL

Part of Lots 9, 10, 11, 12, 14, 15, 16 and 17 of "Supervisor's Plat No. 3", as recorded in Liber 54 of Plats, on Page 84, Oakland County Records, and Lois 1, 2, 3, 4 and 5 of "Railroad Subdivision", as recorded in Liber 92 of Plats, on Pages 16, 17 and 18, Oakland County Records; being a part of the Northeast 1/4 of Section 22 and the Southeast 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to the Southerly right-of-way of Grand River Avenue (50.00 feet 1/2 right-of-way); thence North 70°38'08" West, 34.98 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of said Novi Road (33.00 feet 1/2 right-of-way); thence Due South, 149.89 feet, along the Westerly right-of-way of said Novi Road, to the Northeast corner of Lot 14 of said "Supervisor's Plat No. 3"; thence South 88°49'04" West, 17.00 feet, along the North line of Lot 14 of said "Supervisor's Plat No. 3", to a point on the Westerly right-of-way of said Novi Road (50.00 feet 1/2 right-of-way) and the Point of Beginning; thence Due South, 399.66 feet, along the Westerly right-of-way of said Novi Road, to a point on the Southerly line of Lot 16 of said "Supervisor's Plat No. 3"; thence Due West, 10.00 feet, along the Southerly line of said Lot 16 of said "Supervisor's Plat No. 3", to the Northeast corner of Lot 3 of said "Railroad Subdivision" and a point on the Westerly right-of-way of said Novi Road (60.00 feet 1/2 right-of-way); thence Due South, 218.71 feet, along the Westerly right-of-way of said Novi Road, to the Southeast corner of Lot 5 of said "Railroad Subdivision" and the Northeasterly right-of-way of Flint Street; thence 125.91 feet along a curve to the right, said curve having a radius of 119.90 feet, a central angle of 60°10'07", and a chord bearing and distance of North 59°54'56" West, 120.20 feet, along the Northeasterly right-of-way of said Flint Street; thence North 01°43'38" East, 28.66 feet, along the Northeasterly right-of-way of said Flint Street, to the Northwest corner of said Lot 5 of said "Railroad Subdivision"; thence North 29°49'53" West, 741.38 feet, along the Northeasterly right-of-way of said Flint Street, to the Northwest corner of Lot 1 of said "Railroad Subdivision"; thence South 70°38'08" East, 6.00 feet, along the Northerly line of said Lot 1 of said "Railroad Subdivision" and the Southerly line of Lot 17 of said "Supervisor's Plat No. 3"; thence North 17°57'33" East, 199.99 feet, to a point on the Southerly right-of-way of said Grand River Avenue; thence South 70°38'08" East, 342.50 feet, along the Southerly right-of-way of said Grand River Avenue and the Northerly line of said Lot 17 of said "Supervisor's Plat No. 3" and the Northerly line of Lot 9, Lot 10, Lot 11 and Lot 12 of said "Supervisor's Plat No. 3", to the Northeast corner of said Lot 12 of said "Supervisor's Plat No. 3", thence South 18°13'06" West, 201.67 feet, along the Easterly line of said Lot 12 of said "Supervisor's Plat No. 3", to the Southeast corner of said Lot 12 of said "Supervisor's Plat No. 3"; thence North 88°49'04" East, 154.58 feet, along the Northerly line of said Lot 14 of said "Supervisor's Plat No. 3", to the Point of Beginning. All of the above containing 5.262 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Novi Road, Grand River Avenue and Flint Street.

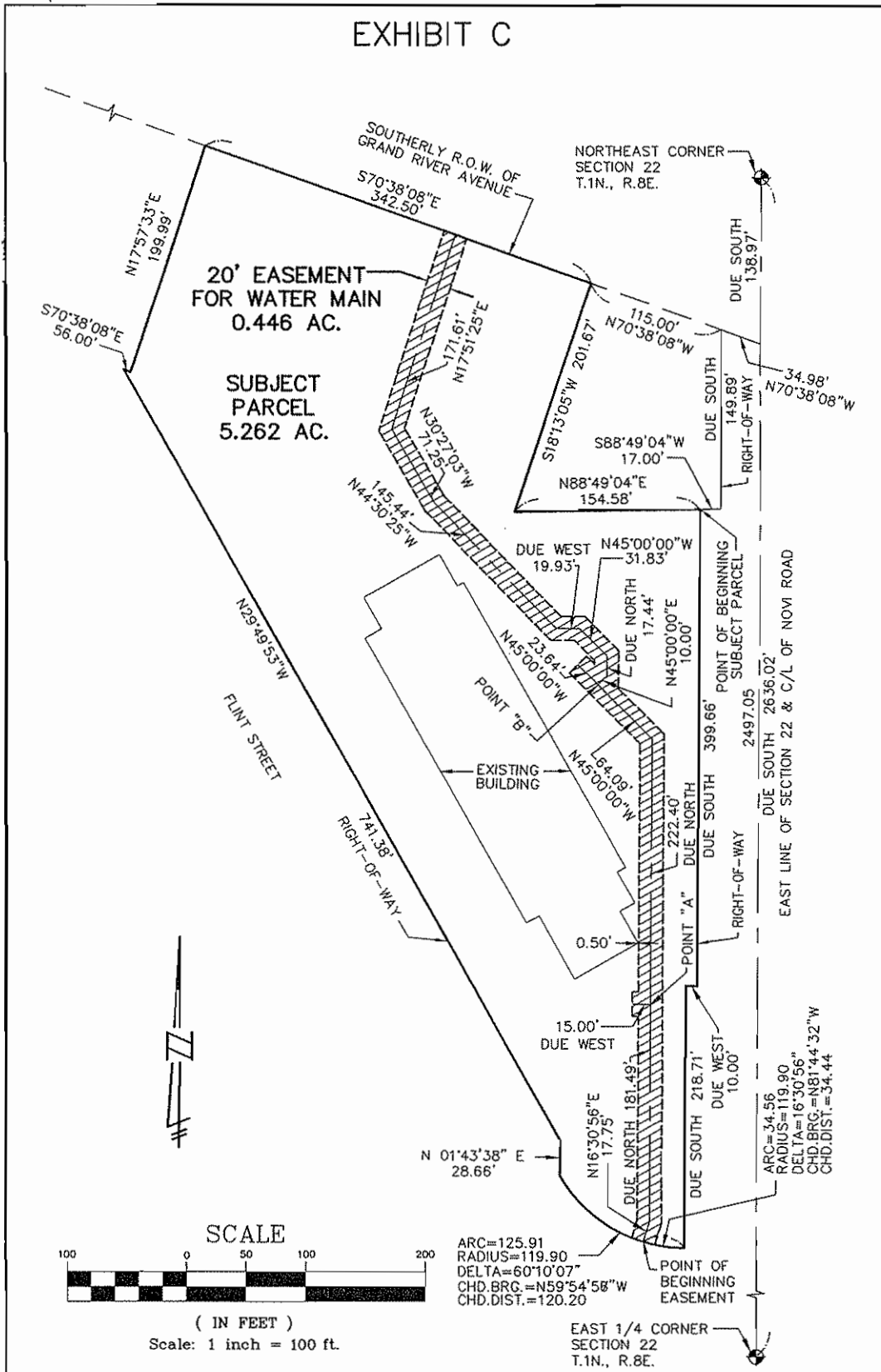
## EXHIBIT B

Job No. 01-054  
September 24, 2008  
Revised 02/04/09 (JCC)

### LEGAL DESCRIPTION EASEMENT FOR WATER MAIN

20' Wide Easement for Water Main being a part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and the centerline of Novi Road, to the Southerly right-of-way of Grand River Avenue (50 ft. 1/2 right-of-way); thence North 70°38'08" West, 34.98 feet, along the Southerly right-of-way of said Grand River Avenue, to the Westerly right-of-way of said Novi Road (33 ft. 1/2 right-of-way); thence Due South, 149.89 feet, along the Westerly right-of-way of said Novi Road, to the Northeast corner of the Subject Property; thence Due South, 400.01 feet, along the Westerly right-of-way of said Novi Road; thence Due West, 27.00 feet, along the right-of-way line of said Novi Road; thence Due South, 218.71 feet, along the Westerly right-of-way of said Novi Road (60 ft. 1/2 right-of-way), to the Northeasterly right-of-way of Flint Street, and the Southeast corner of the Subject Property; thence 34.56 feet along a curve to the right, said curve having a radius of 119.90 feet, a central angle of 16°30'56", and a chord bearing and distance of North 81°44'32" West, 34.44 feet along the Northeasterly right-of-way of said Flint Street, to the POINT OF BEGINNING; thence North 16°30'56" East, 17.75 feet; thence Due North, 181.49 feet, to Point "A"; thence continuing Due North, 222.40 feet; thence North 45°00'00" West, 64.09 feet, to Point "B"; thence North 45°00'00" West, 23.64 feet, to the Point of Ending. AND ALSO, commencing at said Point "A" for a POINT OF BEGINNING; thence Due West, 15.00 feet, to the Point of Ending. AND ALSO, commencing at said Point "B" for a POINT OF BEGINNING; thence North 45°00'00" East, 10.00 feet; thence Due North, 17.44 feet; thence North 45°00'00" West, 31.83 feet; thence Due West, 19.93 feet; thence North 44°30'25" West, 145.44 feet; thence North 30°27'03" West, 71.25 feet; thence North 17°51'25" East, 171.61 feet to the Point of Ending. All of the above containing 0.446 Acres.

# EXHIBIT C



REV.: 02/04/09 CHANGE CENTERLINE DISTANCE (JCC)

## EASEMENT FOR WATER MAIN

**AH ATWELL-HICKS**  
Engineering • Surveying • Planning  
Environmental • Water/Wastewater

40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123  
(248) 522-8300

CITY CENTER PLAZA  
SECTION 22, T.1N., R.8E.,  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'  
DATE: 09-24-2008  
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SHEET: 1 OF 1