

## CITY of NOVI CITY COUNCIL

**Agenda Item O**  
**August 12, 2019**

**SUBJECT:** Approval of termination of an existing right of access to maintain private sanitary sewer system (recorded in Liber 39355, Page 261, Oakland County Records), associated with relocation of private shared sewer leads on the subject parcels (parcel 22-27-479-034, and part of parcels 22-27-476-035, 22-27-476-036 and 22-27-276-037).

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

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

The property owner of the subject parcels proposes changes in the parcel boundaries and relocation of private shared sewer and water leads serving multiple single-family residential parcels. The existing private leads are proposed to be relocated and new private easement agreements have been drafted to establish the private rights and obligations of the property owners. The existing private agreements were recorded in 2007, at which time the Engineering Division required a right of access to the private water and sewer leads for the City to perform maintenance should the property owners fail to properly maintain the private utilities. With the proposed relocated parcel boundaries and relocated service leads, the Engineering Division has determined that the City does not require access to the private facilities.

As described in the City Attorney review letter, the City Attorney's office finds no objection to the format and content of the newly drafted private easements and has instructed the property owner to record the easements with the Oakland County Register of Deeds and provide a copy of the recorded easements to the City Clerk's Office. The attached termination was drafted by the City Attorney and is recommended for approval (Beth Saarela, May 7, 2019).

**RECOMMENDED ACTION:** Approval of termination of an existing right of access to maintain private sanitary sewer system (recorded in Liber 39355, Page 261, Oakland County Records), associated with relocation of private shared sewer leads on the subject parcels (parcel 22-27-479-034, and part of parcels 22-27-476-035, 22-27-476-036 and 22-27-276-037).

# Seba Cottisford Property Termination of Right of Access easement

Location Map




Subject parcels  
Former parcel numbers  
22-27-479-034, -035, -036 and -037

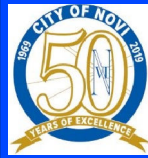
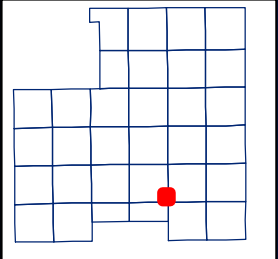
Map Author: Darcy Rechten  
Date: July 9, 2019  
Project: Seba-Cottisford property  
Version: 1

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.

 Subject parcels



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

0 25 50 100 150  
Feet  
1 inch = 125 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

May 7, 2019

Jeffrey Herczeg, Director of Public Works  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**Re: Seba Cottisford Property  
Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following **original** executed documents in connection with property boundary adjustments for the Seba Cottisford Property:

- Termination of Declaration of Sanitary Sewer Easement and Maintenance Agreement
- Termination of Right of Access to Maintain Private Sanitary Sewer System Agreement
- Water Service Lead Easement Agreement
- Sanitary Sewer System Service Agreement

The proposed boundary changes regarding the subject property have resulted in the need for the property owner to relocate private water and sewer leads serving multiple single-family residential parcels. The documents pertain, generally, to the private rights and obligations regarding access and maintenance of those private water and sewer lines by the property owners. We have no objection to the format and content of the private water and sewer lead easements. The Water and Sewer Lead Easements incorporate the terms of the existing Declaration of Sanitary Sewer Easement and Maintenance Agreement, and it is no longer required. With the following exception, the following original documents may be returned to the applicant and recorded. Once recorded, a copy should be provided to the City:

- Water Service Lead Easement Agreement
- Sanitary Sewer System Service Agreement
- Termination of Declaration of Sanitary Sewer Easement and Maintenance Agreement

The ***Termination of Right of Access should be placed on an upcoming City Council Agenda for approval***, signature by the City, and recording. The Termination of Right of Access terminates an easement that the City had to access the private water and sewer lead for maintenance in the event that the property owners failed to maintain. The City's Engineering Division has determined that the City does not require access to these facilities, therefore the Right of Access may be terminated.

Jeffrey Herczeg, Director of Public Works  
City of Novi  
May 7, 2019  
Page 2

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  
Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Sri Komaragiri, Planner (w/Enclosures)  
Lindsay Bell, Planner (w/Enclosures)  
Hannah Smith, Planning Assistant (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)  
Darcy Rechten, Construction Engineer (w/Enclosures)  
Rebecca Runkel, Engineering Technician (w/Enclosures)  
George Melistas, Senior Engineering Manager (w/Enclosures)  
Kate Richardson, Plan Review Engineer (w/Enclosures)  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**TERMINATION OF RIGHT OF ACCESS TO MAINTAIN  
PRIVATE SANITARY SEWER SYSTEM AGREEMENT**

The RIGHT OF ACCESS TO MAINTAIN PRIVATE SANITARY SEWER SYSTEM AGREEMENT executed by Waad and Laura Seba, whose address is 28818 Greening, Farmington Hills, MI 48334 ("Owners") with respect to the property, described in the attached and incorporated Exhibit A, which Owners and City entered into on June 4, 2007 and recorded on July 10, 2007 at Liber 39335, Page 261, Oakland County Records (the "Right of Access Agreement"), for the purpose of allowing the City to access the Owners' private shared sanitary sewer lead to maintain, repair, or replace it, in the event that it fails to function as intended and the Owners, or their successors or assigns, fail to do so, is the subject matter of this Termination, and shall be referred to herein as the, "Right of Acces."

Owners have removed or relocated the private shared sewer lead and will provide a replacement easement for the new location requiring maintenance by the property owners. The City no longer requires access for maintenance purposes. The Right of Access, is therefore, no longer required, and may be terminated.

***IN CONSIDERATION OF \$1.00 and all of the above:***

- I. The RIGHT OF ACCESS TO MAINTAIN PRIVATE SANITARY SEWER SYSTEM AGREEMENT, on June 4, 2007 and recorded on July 10, 2007 at Liber 39335, Page 261, Oakland County Records, is hereby terminated and shall be of no further force and effect.
- II. This TERMINATION OF RIGHT OF ACCESS TO MAINTAIN PRIVATE SANITARY SEWER SYSTEM AGREEMENT shall be recorded with the Oakland County Register of Deeds evidencing the termination called for herein.

OWNERS

Waad Faraj Seba  
Waad Faraj Seba  
Laura Seba  
Laura Seba

STATE OF Michigan )  
 ) ss.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2019,  
by Waad Faraj Seba and Laura Seba husband and wife.

KATHERINE OPPERMANN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Sep 5, 2024  
ACTING IN COUNTY OF Oakland

Katherine Oppermann  
Notary Public  
Acting in Oakland County  
My Commission Expires: Sept 5, 2024



EXHIBIT A

PROPERTY DESCRIPTION



Phone: (248) 848-1666  
Fax: (248) 848-9896

**WARNER, CANTRELL & PADMOS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2  
Farmington Hills, MI 48331

**EXHIBIT A**

**DESCRIPTION**

**PARCEL A-1**

PARCEL NO.: 22-27-479-034 AND PART OF PARCELS NO.:  
22-27-476-035 AND 22-27-476-036 AND 22-27-476-037

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND PART OF LOT 9 OF BROOKLAND FARMS AS RECORDED IN LIBER 81, PLATS, PAGE 30, OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE, IN PART ALONG THE NORTH LINE OF BROOKLAND FARMS (REC L.81, P.30) S.89°57'00"W., 325.00' TO THE POINT OF BEGINNING; THENCE S.00°15'00"W., 34.75'; THENCE, ALONG A CURVE TO THE LEFT RADIUS 217.92, CENTRAL ANGLE 29°45'47" (THE CHORD OF SAID CURVE BEARS N.75°10'07"W., 111.93') A DISTANCE OF 113.20'; THENCE N.00°03'00"E., 6.00'; THENCE, N.89°57'00"E., 28.36'; THENCE N.00°15'00"E., 300.00'; THENCE N.89°57'02"E., 155.00'; THENCE S.00°15'00"W., 293.74'; THENCE S.89°57'00"W., 75.00'; THENCE S.00°15'00"W., 6.26' TO THE POINT OF BEGINNING CONTAINING 1.095 ACRES AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.

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Farmington Hills, MI 48331

**EXHIBIT A**

**DESCRIPTION**

**PARCEL B-1**

PART OF PARCELS NO.: 22-27-476-036 AND 22-27-476-037

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 6.26' TO THE POINT OF BEGINNING; THENCE, S.89°57'00"W., 190.00'; THENCE N.00°15'00"E., 110.00'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 190.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 110.00'; TO THE POINT OF BEGINNING CONTAINING 0.480 ACRES AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.

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Farmington Hills, MI 48331

**EXHIBIT A**

**DESCRIPTION**

**PARCEL C-1**

PART OF PARCELS NO.: 22-27-476-035 AND 22-27-476-036

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 116.26' TO THE POINT OF BEGINNING; THENCE, S.89°57'02"W., 190.00'; THENCE N.00°15'00"E., 90.00'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 190.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 90.00'; TO THE POINT OF BEGINNING CONTAINING 0.393 ACRES AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.

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**EXHIBIT A**

**DESCRIPTION**

**PARCEL D-1**

PART OF PARCEL NO.: 22-27-476-035

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 206.26' TO THE POINT OF BEGINNING; THENCE, S.89°57'02"W., 190.00'; THENCE N.00°15'00"E., 93.74'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 190.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 93.74'; TO THE POINT OF BEGINNING CONTAINING 0.409 ACRES AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.

**TERMINATION OF DECLARATION OF SANITARY SEWER  
EASEMENT AND MAINTENANCE AGREEMENT**

The DECLARATION OF SANITARY SEWER EASEMENT AND MAINTENANCE AGREEMENT executed by Waad and Laura Seba, whose address is 28818 Greening, Farmington Hills, MI 48334 ("Grantors") with respect to the property, described in the attached and incorporated Exhibit A ("Parcels A, B, C, and D"), which Declaration was executed on March 20, 2007, and is recorded at Liber 38904, Page 433, Oakland County Records is the subject matter of this Termination, and shall be referred to herein as the, "Declaration."

Grantors executed the Declaration for the purpose of granting an easement over a private shared sanitary sewer service shared by Parcels A, B, C and D, and creating corresponding maintenance obligations for the private shared sewer lead.

Grantors have removed or relocated the private shared sewer lead and will provide a replacement easement for the new location. This Declaration, is therefore, no longer required, and may be terminated.

***IN CONSIDERATION OF \$1.00 and all of the above:***

- I. The DECLARATION OF SANITARY SEWER EASEMENT AND MAINTENANCE AGREEMENT, executed on March 20, 2007, and is recorded at Liber 38904, Page 433, Oakland County Records , is hereby terminated and shall be of no further force and effect.
- II. This TERMINATION OF DECLARATION OF SANITARY SEWER EASEMENT AND MAINTENANCE AGREEMENT shall be recorded with the Oakland County Register of Deeds evidencing the termination called for herein.

GRANTORS

Waad Seba  
Waad Seba  
Laura Seba  
Laura Seba

STATE OF Michigan )  
COUNTY OF Oakland ) ss.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2019  
by Waad Seba and Laura Seba husband and wife.



Alyssa Mas Seena  
Notary Public  
Acting in Oakland County  
My Commission Expires: 11/19/2020

Drafted by:

When recorded return to:

ML

EXHIBIT A

PROPERTY DESCRIPTION

**WARNER, CANTRELL & PADMOS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2  
Farmington Hills, MI 48331

**EXHIBIT A**

**DESCRIPTION**

**PARCEL A-1**

PARCEL NO.: 22-27-479-034 AND PART OF PARCELS NO.:  
22-27-476-035 AND 22-27-476-036 AND 22-27-476-037

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND PART OF LOT 9 OF BROOKLAND FARMS AS RECORDED IN LIBER 81, PLATS, PAGE 30, OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE, IN PART ALONG THE NORTH LINE OF BROOKLAND FARMS (REC L.81, P.30) S.89°57'00"W., 325.00' TO THE POINT OF BEGINNING; THENCE S.00°15'00"W., 34.75'; THENCE, ALONG A CURVE TO THE LEFT RADIUS 217.92, CENTRAL ANGLE 29°45'47" (THE CHORD OF SAID CURVE BEARS N.75°10'07"W., 111.93') A DISTANCE OF 113.20'; THENCE N.00°03'00"E., 6.00'; THENCE, N.89°57'00"E., 28.36'; THENCE N.00°15'00"E., 300.00'; THENCE N.89°57'02"E., 155.00'; THENCE S.00°15'00"W., 293.74'; THENCE S.89°57'00"W., 75.00'; THENCE S.00°15'00"W., 6.26' TO THE POINT OF BEGINNING CONTAINING 1.095 ACRES AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.



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**EXHIBIT A**

**DESCRIPTION**

**PARCEL B-1**

**PART OF PARCELS NO.: 22-27-476-036 AND 22-27-476-037**

**PART OF THE SOUTHEAST 1/4 OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 6.26' TO THE POINT OF BEGINNING; THENCE, S.89°57'00"W., 190.00'; THENCE N.00°15'00"E., 110.00'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 190.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 110.00'; TO THE POINT OF BEGINNING CONTAINING 0.480 ACRES AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.**

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**EXHIBIT A**

**DESCRIPTION**

**PARCEL C-1**

**PART OF PARCELS NO.: 22-27-476-035 AND 22-27-476-036**

**PART OF THE SOUTHEAST 1/4 OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

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27300 Haggerty Road, Suite F2  
Farmington Hills, MI 48331

**EXHIBIT A**

**DESCRIPTION**

**PARCEL D-1**

PART OF PARCEL NO.: 22-27-476-035

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 206.26' TO THE POINT OF BEGINNING; THENCE, S.89°57'02"W., 190.00'; THENCE N.00°15'00"E., 93.74'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 190.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 93.74'; TO THE POINT OF BEGINNING CONTAINING 0.409 ACRES AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.

## WATER SERVICE LEAD EASEMENT AGREEMENT

This agreement is entered into on this 1st day of March 2019 by and between WAAD F. SEBA AND LAURA SEBA, HUSBAND AND WIFE (together "Seba"), whose address is 28818 Greening, Farmington Hills, MI 48334, as owners of real property situated in the City of Novi, County of Oakland, State of Michigan, as described on the attached **Exhibit A** (collectively the "Parcels"). This agreement is made to establish certain easements, covenants, and conditions which will benefit and burden each of the Parcels as provided below in this agreement.

1. **Background.** Seba is the owner of land described on the attached Exhibit A commonly known as Vacant Novi Road, Novi, Michigan, with current Tax Parcel ID#s of 22-27-476-034, 22-27-476-035, 22-27-476-036, & 22-27-476-037. Seba is in the process of applying to re-divide the land to the dimensions stated in Exhibit A, resulting in the Parcels, which are designated A-1, B-1, C-1, and D-1. Seba, as Grantee hereunder, desires to establish, for the benefit of the current and future owners of Parcel A-1, a nonexclusive perpetual easement for a water service lead, over, upon, across, in, through, and under Parcel B-1 as described in the attached **Exhibit B** (the "Easement").

2. **Agreement.** The parties establish the easements, covenants, and conditions set forth in this agreement upon the parcels described on the attached exhibits.

3. **Interest in realty.** This agreement is made to establish certain easements and encumber each of the parcels described herein with certain easements, covenants, and conditions, is to run with the land and be an interest in realty and be binding upon and inure to the benefit of, and burden, the owners and occupiers of each parcels of property described herein, their respective transferees, successors, and assigns. When used in this agreement, the word "owner" of a parcel is intended to mean and encompass the owner in fee title of each of the parcels described herein and to bind any parties who occupy a parcel or hold an interest in any of the parcels through them, and their agents, employees, and invitees and all other parties acting through or under that owner.

4. **Easement for Ingress/Egress.** The parties agree to and establish the following ingress/egress easement:

a. A perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over the parcels consistent with the use of the parcels for the benefit of each party to this agreement and their guests, lessees, licensees, and invitees. This easement shall be for the benefit and use of each of the parties and each of the Parcels, who may each install, repair, replace, improve, modify and maintain the water lines, and all necessary appurtenances thereto, within the easement herein granted. Seba agrees, for themselves and any later owners of any of the Parcels, 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 they 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 service lead in the easement areas shown on the attached and incorporated Exhibit B.

b. The location and dimensions of the ingress/egress easement may vary from time to time, as determined by the owner of each burdened parcel, provided that (i) the location and dimensions shall be clearly delineated and be sufficient to allow the use set forth in paragraph 4.a. above at all times; and (ii) it shall be maintained by the owner of the burdened parcel in such a manner and of sufficient size to comply with all of the requirements of the ordinances and of the approved site plan, if any, for that parcel with the City of Novi and any other governmental authority having jurisdiction over any construction or use thereof. At the time any owner conducts any repair or construction on or about their burdened parcel, the owner of such burdened parcels will make a diligent effort to avoid unreasonable interference with the vehicular and pedestrian traffic within the easement. The owner of each parcel shall keep and maintain that section of the ingress/egress easement on the owner's parcel such that the surface is passable and usable in all seasons. No fence, shrubs, or other barrier that prevents or obstructs the passage of vehicular or pedestrian travel shall be constructed in the easement area. Vehicles may not be parked within the ingress/egress easement and the parties will not store property or obstruct the ingress/egress easement at any time. The owner of the burdened parcel shall be responsible for the costs of repair, replacement and maintenance of the ingress/egress

easement located on that owner's property only; provided, however, that the owner of a benefited parcel who causes damage to the ingress/egress easement, beyond ordinary wear and tear, will be responsible for the cost of repairing such damage.

c. The owners of each parcel shall indemnify and hold each other harmless from and against any and all liabilities which may arise as a result of that owner's use of the ingress/egress easement.

5. **Maintenance.** The owner of each parcel shall, from and after the date hereof, be exclusively entitled and obligated to maintain, repair, and improve the easement areas described herein to the extent that they are located on such owner's parcel, and shall indemnify the owners of all other parcels from the costs therefrom.

6. **Liability.** The owner of each parcel shall, from and after the date hereof, be exclusively liable for occurrences on the easement areas described herein to the extent that they are located on such owner's parcel, and shall indemnify the owners of all other parcels from all liability therefor. Each such owner shall be exclusively responsible for maintaining liability insurance for such easement areas.

7. **Restriction on the granting of easements.** No party shall grant an easement for the benefit of any party outside this agreement without the approval of all owners of the parcels that will be burdened by such easement, directly or indirectly.

8. **Taxes and assessments.** Each owner of a parcel shall be solely responsible for all taxes and assessments levied against their respective parcel with no contribution from the owner of any other parcel as a result of the easements or rights created by this agreement.

9. **Liens.** No construction lien or any other lien or encumbrance established against or upon one parcel shall affect any other parcel unless the lien or encumbrance has been explicitly agreed to in writing by the owner of the other parcels.

10. **Enforcement.** The owner of each parcel shall each be deemed to be benefitted by this agreement, and each shall have the right to enforce the respective provisions of this agreement, to seek specific performance or such other equitable or legal relief as may be appropriate to correct any material violations, and to receive reimbursement for

commercially reasonable expenses incurred to correct any material violations of this agreement.

11. **Time is of the essence.** Time is of the essence under this agreement. Whenever performance is required of the owner of any parcel under this agreement, that owner shall use due diligence to perform and take all necessary measures in good faith and to perform its actions promptly. However, if the completion of the performance is delayed at any time by reason of acts of God, war, civil commotion, riots, strife, picketing or other labor disputes, unavailability of labor, materials, damage caused by fire or other casualty, or any cause beyond the reasonable control of the owner of the parcel, then the time for performance shall be appropriately extended by reasonable amount of time to account for the delay which is caused.

12. **Mitigation of damages.** In all situations arising under this agreement, the owner of each parcel shall attempt to avoid and mitigate any damages resulting from the conduct of the owner of another parcel. The owner of each parcel shall take reasonable measures to effectuate the provisions of this agreement.

13. **Agreement shall continue notwithstanding breach.** No breach of this agreement shall entitle any owner to cancel, rescind, amend, or otherwise terminate this agreement or to defeat or render invalid any obligation of this agreement.

14. **Exhibits.** Two exhibits are attached to and incorporated into this agreement. They are:

Exhibit A – Legal description of the Parcels comprising the land;

Exhibit B – Legal description of the Easement.

SIGNED AND AGREED this 3-1-19

  
\_\_\_\_\_  
WAAD SEBA

  
\_\_\_\_\_  
LAURA SEBA

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND)

Acknowledged before me on the 1<sup>st</sup> day  
of March, 2019

  
\_\_\_\_\_  
Notary Public

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by Waad and Laura Seba.

\_\_\_\_\_  
Notary Public

Drafted by, and when recorded return to:  
P. HALABU, Esq., 26000 West Twelve Mile Road, Southfield, Michigan 48034.



Phone: (248) 848-1666

Fax: (248) 848-9896

**WARNER, CANTRELL & PADMOS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2  
Farmington Hills, MI 48331

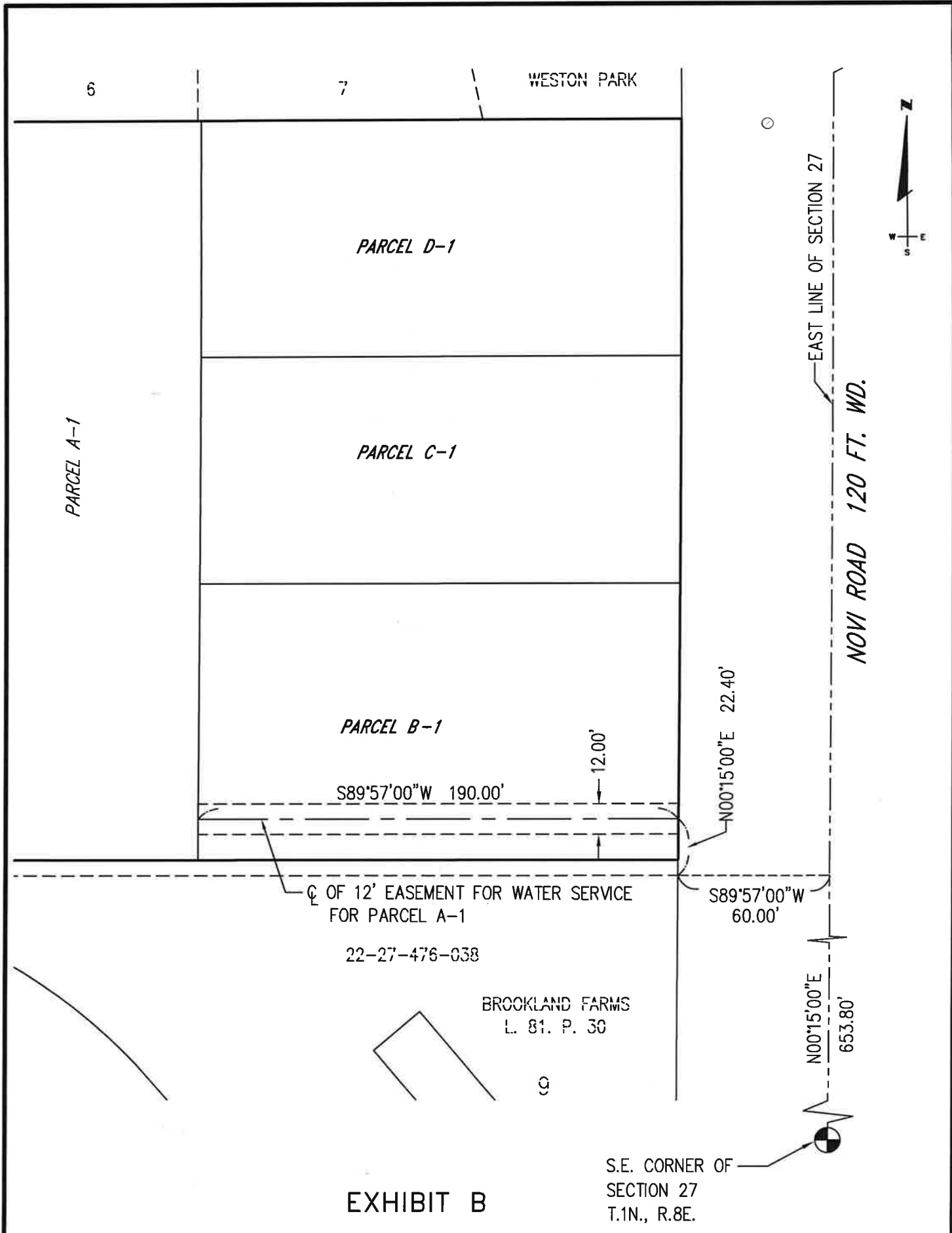
**EXHIBIT B**

**12.00 FT. EASEMENT FOR WATER SERVICE LEAD  
TAX PARCEL NO.: PART OF 22-27-476-037**

AN EASEMENT FOR A WATER SERVICE LEAD OVER, UNDER, ACROSS AND THROUGH PART OF THE SOUTHEAST 1/4 OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN. SAID EASEMENT BEING 12.00 FEET IN WIDTH AND LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 22.40' TO THE POINT OF BEGINNING OF THE EASEMENT FOR WATER SERVICE LEAD, THENCE S.89°57'00"W., 190.00' TO THE POINT OF ENDING.

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### EXHIBIT B

PROPOSED EASEMENT FOR WATER SERVICE LEAD  
 PART OF S.E. 1/4 OF SECTION 27,  
 T.1N., R.8E. CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

SCALE: 1"=50'

DATE: DECEMBER 6, 2018

FOR: JIM SEBA  
 28818 GREENING  
 FARMINGTON HILLS, MI 48334  
 (248) 640-4314  
 JOB # 20041105

**WARNER, CANTRELL & PADMOS, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 27300 Haggerty Road, Suite F2  
 Farmington Hills, MI 48331  
 (248) 848-1666



## SANITARY SEWER SYSTEM EASEMENT AGREEMENT

This agreement is entered into on this 1st day of March 2019 by and between WAAD F. SEBA AND LAURA SEBA, HUSBAND AND WIFE (together "Seba"), whose address is 28818 Greening, Farmington Hills, MI 48334, as owners of real property situated in the City of Novi, County of Oakland, State of Michigan, as described on the attached **Exhibit A** (collectively the "Parcels"). This agreement is made to establish certain easements, covenants, and conditions which will benefit and burden each of the Parcels as provided below in this agreement.

1. **Background.** Seba is the owner of land described on the attached Exhibit A commonly known as Vacant Novi Road, Novi, Michigan, with current Tax Parcel ID#s of 22-27-476-034, 22-27-476-035, 22-27-476-036, & 22-27-476-037. Seba is in the process of applying to re-divide the land to the dimensions stated in Exhibit A, resulting in the Parcels, which are designated A-1, B-1, C-1, and D-1. Seba, as Grantee hereunder, desires to establish, for the benefit of the current and future owners of all the Parcels, a nonexclusive perpetual easement for sanitary sewer, over, upon, across, in, through, and under the real property described in the attached **Exhibit B** (the "Easement").

2. **Agreement.** The parties establish the easements, covenants, and conditions set forth in this agreement upon the parcels described on the attached exhibits.

3. **Interest in realty.** This agreement is made to establish certain easements and encumber each of the parcels described herein with certain easements, covenants, and conditions, is to run with the land and be an interest in realty and be binding upon and inure to the benefit of, and burden, the owners and occupiers of each parcels of property described herein, their respective transferees, successors, and assigns. When used in this agreement, the word "owner" of a parcel is intended to mean and encompass the owner in fee title of each of the parcels described herein and to bind any parties who occupy a parcel or hold an interest in any of the parcels through them, and their agents, employees, and invitees and all other parties acting through or under that owner.

4. **Easement for Ingress/Egress.** The parties agree to and establish the following ingress/egress easement:

a. A perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over the parcels consistent with the use of the parcels for the benefit of each party to this agreement and their guests, lessees, licensees, and invitees. This easement shall be for the benefit and use of each of the parties and each of the Parcels, who may each install, repair, replace, improve, modify and maintain the sanitary sewer lines, and all necessary appurtenances thereto, within the easement herein granted. Seba agrees, for themselves and any later owners of any of the Parcels, 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 they 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.

b. The location and dimensions of the ingress/egress easement may vary from time to time, as determined by the owner of each burdened parcel, provided that (i) the location and dimensions shall be clearly delineated and be sufficient to allow the use set forth in paragraph 4.a. above at all times; and (ii) it shall be maintained by the owner of the burdened parcel in such a manner and of sufficient size to comply with all of the requirements of the ordinances and of the approved site plan, if any, for that parcel with the City of Novi and any other governmental authority having jurisdiction over any construction or use thereof. At the time any owner conducts any repair or construction on or about their burdened parcel, the owner of such burdened parcels will make a diligent effort to avoid unreasonable interference with the vehicular and pedestrian traffic within the easement. The owner of each parcel shall keep and maintain that section of the ingress/egress easement on the owner's parcel such that the surface is passable and usable in all seasons. No fence, shrubs, or other barrier that prevents or obstructs the passage of vehicular or pedestrian travel shall be constructed in the easement area. Vehicles may not be parked within the ingress/egress easement and the parties will not store property or obstruct the ingress/egress easement at any time. The owner of the burdened parcel shall be responsible for the costs of repair, replacement and maintenance of the ingress/egress

easement located on that owner's property only; provided, however, that the owner of a benefited parcel who causes damage to the ingress/egress easement, beyond ordinary wear and tear, will be responsible for the cost of repairing such damage.

c. The owners of each parcel shall indemnify and hold each other harmless from and against any and all liabilities which may arise as a result of that owner's use of the ingress/egress easement.

5. **Maintenance.** The owner of each parcel shall, from and after the date hereof, be exclusively entitled and obligated to maintain, repair, and improve the easement areas described herein to the extent that they are located on such owner's parcel, and shall indemnify the owners of all other parcels from the costs therefrom.

6. **Liability.** The owner of each parcel shall, from and after the date hereof, be exclusively liable for occurrences on the easement areas described herein to the extent that they are located on such owner's parcel, and shall indemnify the owners of all other parcels from all liability therefor. Each such owner shall be exclusively responsible for maintaining liability insurance for such easement areas.

7. **Restriction on the granting of easements.** No party shall grant an easement for the benefit of any party outside this agreement without the approval of all owners of the parcels that will be burdened by such easement, directly or indirectly.

8. **Taxes and assessments.** Each owner of a parcel shall be solely responsible for all taxes and assessments levied against their respective parcel with no contribution from the owner of any other parcel as a result of the easements or rights created by this agreement.

9. **Liens.** No construction lien or any other lien or encumbrance established against or upon one parcel shall affect any other parcel unless the lien or encumbrance has been explicitly agreed to in writing by the owner of the other parcels.

10. **Enforcement.** The owner of each parcel shall each be deemed to be benefitted by this agreement, and each shall have the right to enforce the respective provisions of this agreement, to seek specific performance or such other equitable or legal relief as may be appropriate to correct any material violations, and to receive reimbursement for

commercially reasonable expenses incurred to correct any material violations of this agreement.

11. **Time is of the essence.** Time is of the essence under this agreement. Whenever performance is required of the owner of any parcel under this agreement, that owner shall use due diligence to perform and take all necessary measures in good faith and to perform its actions promptly. However, if the completion of the performance is delayed at any time by reason of acts of God, war, civil commotion, riots, strife, picketing or other labor disputes, unavailability of labor, materials, damage caused by fire or other casualty, or any cause beyond the reasonable control of the owner of the parcel, then the time for performance shall be appropriately extended by reasonable amount of time to account for the delay which is caused.

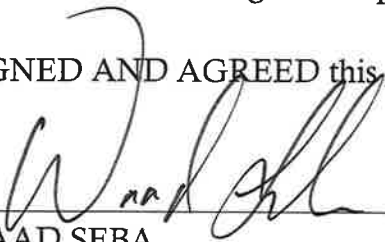
12. **Mitigation of damages.** In all situations arising under this agreement, the owner of each parcel shall attempt to avoid and mitigate any damages resulting from the conduct of the owner of another parcel. The owner of each parcel shall take reasonable measures to effectuate the provisions of this agreement.

13. **Agreement shall continue notwithstanding breach.** No breach of this agreement shall entitle any owner to cancel, rescind, amend, or otherwise terminate this agreement or to defeat or render invalid any obligation of this agreement.

14. **Exhibits.** Two exhibits are attached to and incorporated into this agreement. They are:

- Exhibit A – Legal description of the Parcels comprising the land;
- Exhibit B – Legal description of the Easement.

SIGNED AND AGREED this 3-1-19.

  
\_\_\_\_\_  
WAAD SEBA

  
\_\_\_\_\_  
LAURA SEBA

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND)

Acknowledged and sworn before me on the  
1<sup>st</sup> day of March, 2019

  
\_\_\_\_\_  
Notary Public

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by Waad and Laura Seba.

\_\_\_\_\_  
Notary Public

Drafted by, and when recorded return to:  
P. HALABU, Esq., 26000 West Twelve Mile Road, Southfield, Michigan 48034.

Phone: (248) 848-1666

Fax: (248) 848-9896

**WARNER, CANTRELL & PADMOS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2  
Farmington Hills, MI 48331

**EXHIBIT B**

**20.00 FT. EASEMENT FOR SANITARY SEWER  
TAX PARCELS NO.: 22-27-476-034, 22-27-476-035,  
22-27-476-036 & 22-27-476-037**

AN EASEMENT FOR SANITARY LEAD PURPOSES THEREOF OVER,  
UNDER, ACROSS AND THROUGH PART OF THE SOUTHEAST 1/4 OF  
SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.  
SAID EASEMENT BEING 20.00 FEET IN WIDTH AND BEING DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N.,  
R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG  
THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD,  
N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE  
WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 6.26'; THENCE  
S.89°57'00"W., 217.00' TO THE POINT OF BEGINNING OF THE EASEMENT  
FOR SANITARY SEWER, THENCE CONTINUING S.89°57'00"W., 20.00';  
THENCE N.00°15'00"E., 17.61'; THENCE N.35°54'17"E., 72.05'; THENCE  
N.00°15'00"E., 159.10'; THENCE S.89°45'00"E., 20.00'; THENCE  
S.00°15'00"W., 165.53'; THENCE S.35°54'17"W., 72.05'; THENCE  
S.00°15'00"W., 11.07' TO THE POINT OF BEGINNING.



