



# CITY of NOVI CITY COUNCIL

[www.cityofnovi.org](http://www.cityofnovi.org)

Agenda Item D  
January 22, 2007

**SUBJECT:** Acceptance of Beck North Corporate Park Phase II water main and sanitary sewer as public utilities.

**SUBMITTING DEPARTMENT:** Engineering Division *PA*

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

<b>EXPENDITURE REQUIRED</b>	N/A
<b>AMOUNT BUDGETED</b>	N/A
<b>APPROPRIATION REQUIRED</b>	N/A
<b>LINE ITEM NUMBER</b>	N/A

**BACKGROUND INFORMATION:**

The developer of Beck North Corporate Park Phase II, Nadlan II, LLC, has requested that the water main and sanitary sewer within this commercial development be dedicated to the City of Novi and made public. The dedicated water and sanitary sewer utilities within Beck North Corporate Park Phase II have been constructed in accordance with City Standards, and according to the City Attorney and engineering firm (Stantec), the infrastructure and related acceptance documents are in a form so as to permit acceptance by Council (Secrest-Wardle review letter dated September 27, 2006, attached). Although the acceptance documents reference paving, Nadlan II, LLC will be dedicating the streets within the development at a later date.

**RECOMMENDED ACTION:** Acceptance of Beck North Corporate Park Phase II water main and sanitary sewer as public utilities.

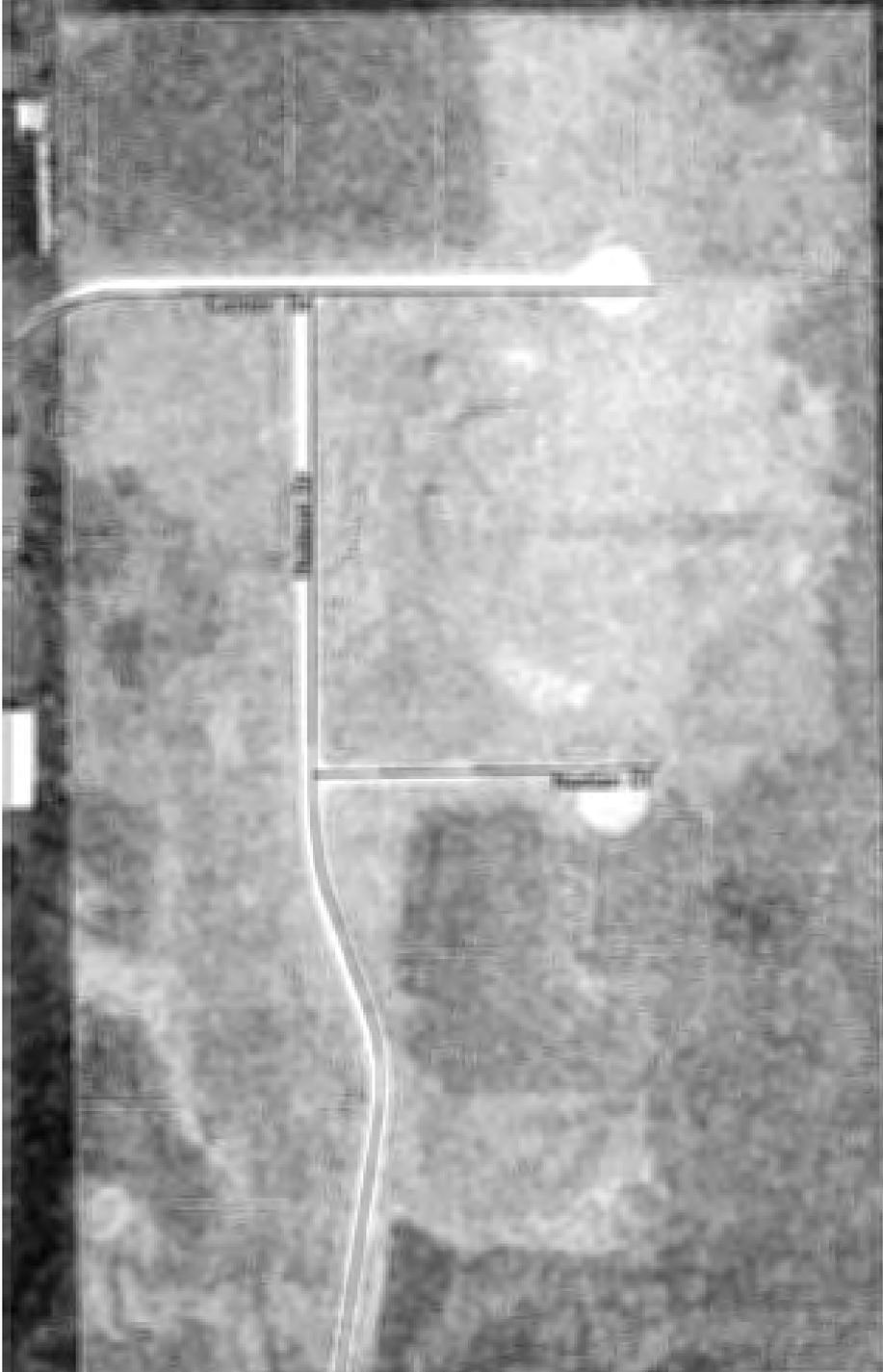
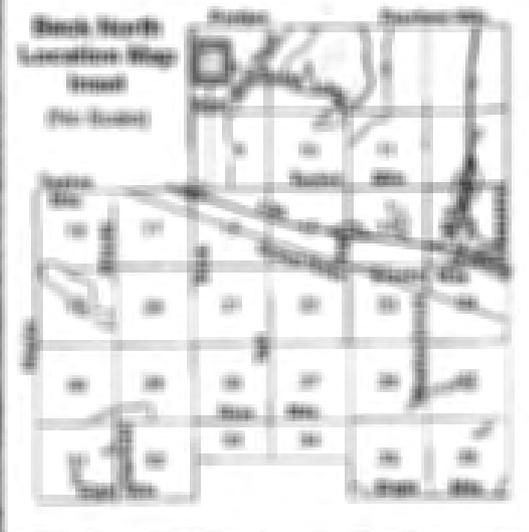
	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				



# Map 1: North 15 Avenue and Street Plans to Proposed Development of 15th Ave.

City of Fort Lauderdale, Florida  
Proposed Development of 15th Avenue



City of Fort Lauderdale  
 Planning Department  
 15th Avenue  
 Fort Lauderdale, Florida  
 33304

15th Avenue  
 Fort Lauderdale, Florida  
 33304



RECEIVED BY  
ENGINEERING DIVISION  
SEP 28 2006  
CITY OF NOVI

September 27, 2006

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

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

Rob Hayes, City Engineer  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375

**Re: Beck North Corporate Park, Phase II  
Acceptance of Streets and Utilities  
Our File No. 660062.NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find copies of the following documents regarding the Beck North Corporate Park Condominium, Phase II:

1. Warranty Deed (Hudson, Nadlan, Cartier Drives)
2. Bill of Sale for paving
3. Easements for Sanitary Sewer (Units 5, 19, 25)
4. Easements for Water Main (Units 12, 16, 17, 18, 24-26)
5. Bill of Sale for sanitary sewer and water main facilities located within Easement areas
6. Maintenance and Guarantee Bond with Irrevocable Letter of Credit for sanitary sewer, water main facilities and paving
7. Commitment for Title Insurance

The owner of the property constituting the Beck North Corporate Park Condominium seeks to convey Hudson Drive, Nadlan Drive and Cartier Drive to the City of Novi for public use and maintenance. The owner also seeks to convey the water main and sanitary sewer easements, and corresponding facilities located within Condominium to the City for public use and maintenance. The title policy and last deed with respect to the property are

Rob Hayes, City Engineer  
September 27, 2006  
Page 2

consistent with the ownership set forth in the Easements. In that regard, the property owner has the ability to make the street and utility dedications and has provided all required documents to complete the conveyance of streets and water main and sanitary facilities within the Condominium with documents 1 through 7 above.

Documents 1 through 6, above, have been reviewed by our office as to the format, language, and content. The format, language and content of the documents are in order.

It is our understanding that Engineering has reviewed and approved all of the legal descriptions with respect to the streets and easements being dedicated within the Condominium.

The Developer has submitted a letter of credit and corresponding Maintenance and Guarantee Bond for the paving and utilities. We have reviewed and approve the form and content of the Maintenance and Guarantee Bond. It is our understanding that Engineering has approved the amount of the Bond.

Based on the documents provided, we recommend acceptance of the streets and utilities, as noted above, by the City.

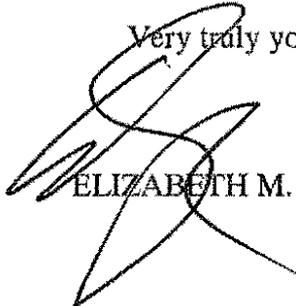
The Storm Drainage Facility Maintenance Agreement for the Condominium was previously approved by the City and has been recorded in Oakland County Records at Liber 33528, Page 594.

The originals with respect to all documents except the Warranty Deed and Bill of Sale for paving have been enclosed. Engineering is in possession of the original Warranty Deed and Bill of Sale and should forward those documents to the City Clerk's Office. Once acceptance has been completed, the original Warranty Deed should be tax certified by Oakland County and recorded with the Oakland County Register of Deeds. The Easements for Sanitary Sewer Water Main should also be recorded with the Oakland County Register of Deeds. The original Bill of Sale and Maintenance and Guarantee Bonds should be maintained in the City's file.

Rob Hayes, City Engineer  
September 27, 2006  
Page 3

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

Very truly yours,



ELIZABETH M. KUDLA

EMK  
Enclosures

C: Maryanne Cornelius, Clerk (w/Originals)  
Clay Pearson, Assistant City Manager (w/o Enclosures)  
Marina Neumaier, Assistant Finance Director (w/o Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/o Enclosures)  
Sarah Marchioni, Building Department (w/o Enclosures)  
Jeffrey Pitt, Amson Dembs (w/o Enclosures)  
Thomas R. Schulz, Esquire (w/o Enclosures)

C:\Nrp\Portbf\manage\BKUDLA\822137\_1.DOC

### MAINTENANCE AND GUARANTEE BOND

The undersigned, Nadlan II, L.L.C., a Michigan limited liability company, "Principal," whose address is 26105 Lannys Road, Suite A, MI 48375, prior to or with the execution of this Maintenance and Guarantee Bond, the Principal has provided, or does provide to the City of Novi, security in the total amount of \$ 80,191.25 to guarantee workmanship and materials with respect to the roadway paving improvements improvements, as identified on plans dated: \_\_\_\_\_ Such security has been posted in the form of Irrevocable Letter of Credit No. 617014-07 issued by Comerica Bank ("Bank"), for which payment Principal and Bank bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal, for a period of two (2) year(s) after said improvements and installations are accepted formally as a public right-of-way through City Council resolution by the City of Novi, shall keep the improvements in good functioning order by immediately repairing any defect in same, whether due to the improper or defective materials, equipment, labor, workmanship, or otherwise, and shall restore the improvements and any other property of the City or third persons affected by the defect(s) or repair(s), without expense to the City, whenever directed to do so by written notice from the City, served personally or by mail on the Principal at its address as stated in this Bond. Principal consents to such service on their employees and/or agents.

If the repairs directed by the City are not completed within the time specified in the notice, which shall not be less than one week from service of the notice, the City shall have the right to perform or secure the performance of the repairs, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to the Principal and drawn on its Letter of Credit which has been provided to the City.

Emergency repairs that are necessary to protect life and property may be undertaken by the City immediately and without advance notice to the Principal, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal.

Any repairs the City may perform as provided in this Bond may be by City employees, agents, or independent contractors. The City shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when City employees are utilized to be based on the hourly cost to the City of the employee(s) performing the repair.

This Bond and the obligations of Principal under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as a public right-of-way through City Council resolution by the City of

Novi, for defects discovered within that period for which the City provides written notice to the Principal within fourteen (14) days of discovery of the defect.

It is a further condition of this Bond that the Principal shall fully indemnify, defend, and hold the City, and its officers, officials, and employees, harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, agents, or employees in the construction or repair of the improvements, including claims arising under the worker's compensation laws of the State of Michigan.

This Bond was executed by the Principal on the date indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is January 23, 2006.

PRINCIPAL:

Nadlan II, L.L.C., a Michigan limited liability company.

By: Richards-Pitt, L.L.C. a Michigan limited liability company, its member

By: Jeffrey Pitt, member

Dated as of : January 23, 2006

WITNESSES:

\_\_\_\_\_  
Jackie Varnney

\_\_\_\_\_  
ALINA TOUSSAINT

# COMMITMENT FOR TITLE INSURANCE

Issued by **Transnation Title Insurance Company**



*Transnation Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.*

Transnation Title Insurance Company, an Arizona corporation, licensed to do business in the State of MICHIGAN, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsements.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate ninety (90) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

The Commitment shall not be valid or binding until countersigned below by a validating officer or authorized signatory.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

**TRANSNATION TITLE INSURANCE COMPANY**

Title One, Inc. - Agent  
33300 Five Mile Rd., Suite 200  
Livonia, MI 48154  
734-427-8000

Countersigned:

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

Authorized Officer or Agent



By:

*Madame L. Chandler*  
President

Attest:

*Alma King*  
Secretary

## REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES

### FOR ALL MORTGAGE POLICIES:

Estoppel certificate on form provided by this company signed by or on behalf of all mortgagors acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

### FOR ALTA MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Proper sworn statements and waivers showing payment or release of lien rights covering improvements made on subject land in the last 90 days or satisfactory proof that no improvements have been made within the last 90 days.

Satisfactory survey by an approved surveyor showing no variation in location or dimensions, encroachments, or adverse rights, and such evidence of possession as may be required.

## PROVISIONS APPLICABLE TO ALL POLICIES

If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject land which may arise after the date hereof and which have not been eliminated to the satisfaction of the Company. This commitment is subject to the terms, provisions, conditions and stipulations of the form of policy applied for by the respective applicants. Owner's Policies and Mortgage Policies With Exceptions will be issued with the standard exceptions set forth below.

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the Register of Deeds of the county in which the subject land is located, the policy to be issued will contain a clause providing that there shall be no liability thereunder to the extent that loss or damage arises from the failure to record the instrument or instruments necessary to evidence such estate or interest.

## EXCLUSIONS FROM COVERAGE OF ALL POLICIES

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records, at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

## EXCLUSIONS FROM COVERAGE APPEARING ONLY IN MORTGAGE POLICIES

1. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
2. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
3. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
4. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

Commitment No. 5-547469

Your Ref:

File No. 5-547469

1. Effective Date: November 8, 2004 at 8:00 a.m.

2. Policy or Policies to be issued:	Amount
(a) Owner's Policy	\$1,000.00

Proposed Insured:

City of Novi, a Michigan municipal corporation

(b) ALTA Loan Policy: 10-17-92, without exceptions.         \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in

City of Novi, a Michigan municipal corporation, as to that part of the subject property that lies within the following described parcel of land: A part of the Southwest 1/4 of Section 4, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Being more particularly described as Commencing at the South 1/4 corner of said Section 4; thence North 89 degrees 10 minutes 47 seconds West, 50.01 feet (recorded); thence North 00 degrees 14 minutes 38 seconds East, 60.00 feet (recorded); thence North 89 degrees 10 minutes 47 seconds West, 641.62 feet to the point of beginning; thence North 00 degrees 49 minutes 14 seconds East, 63.00 feet; thence North 06 degrees 18 minutes 46 seconds West, 104.69 feet, thence North 00 degrees 49 minutes 14 seconds East, 264.37 feet, thence 161.97 feet along a curve to the left, radius 260.00 feet and chord bears North 17 degrees 01 minutes 33 seconds West, 159.36 feet, thence North 34 degrees 52 minutes 20 seconds West, 101.87 feet, thence 124.59 feet along a curve to the right, radius 200.00 feet and chord bears North 17 degrees 01 minutes 33 seconds West, 122.59 feet; thence North 00 degrees 49 minutes 14 seconds East, 538.30 feet; thence 179.46 feet along a curve to the left, radius 580.00 feet and chord bears North 08 degrees 02 minutes 39 seconds West, 178.75 feet; thence North 16 degrees 54 minutes 31 seconds West, 100.02 feet; thence 93.55 feet along a curve to the right, radius 200.00 feet and chord bears North 03 degrees 30 minutes 32 seconds West, 92.70 feet; thence North 09 degrees 53 minutes 28 seconds East, 48.23 feet; thence 56.64 feet along a curve to the right, radius 42.00 feet and chord bears North 48 degrees 31 minutes 36 seconds East, 52.45 feet; thence 341.26 feet along a curve to the left, radius 76.00 feet and chord bears North 41 degrees 28 minutes 24 seconds West, 118.73 feet; thence South 09 degrees 53 minutes 28 seconds West, 163.33 feet; thence 121.61 feet along a curve to the left, radius 260.00 feet and chord bears South 03 degrees 30 minutes 32 seconds East, 120.51

feet; thence South 16 degrees 54 minutes 31 seconds East, 100.02 feet; thence 160.90 feet along a curve to the right, radius 520.00 feet and chord bears South 08 degrees 02 minutes 39 seconds East, 160.26 feet; thence South 00 degrees 49 minutes 14 seconds West, 538.30 feet; thence 161.97 feet along a curve to the left, radius 260.00 feet and chord bears South 17 degrees 01 minutes 33 seconds East, 159.36 feet; thence South 34 degrees 52 minutes 20 seconds East, 101.67 feet; thence 124.59 feet along a curve to the right, radius of 200.00 feet and chord bears South 17 degrees 01 minutes 33 seconds East, 122.59 feet; thence South 00 degrees 49 minutes 14 seconds West, 264.37 feet; thence South 07 degrees 57 minutes 13 seconds West 104.69 feet; thence South 00 degrees 49 minutes 14 seconds West, 63.00 feet; thence South 89 degrees 10 minutes 47 seconds East, 86.00 feet to the point of beginning.

Nadlan II, L.L.C., a Michigan limited liability company, as to the remainder of the subject property.

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

"SEE ATTACHED APPENDIX A"

APPENDIX A (No. 5-547469 )

Parcel I:

Commencing at the South 1/4 of Section 4, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; thence North 89 degrees 10 minutes 47 seconds West 50.01 feet; thence along Beck North Corporate Park - Novi, Oakland County Condominium Subdivision Plan No. 1264, the following three courses: North 00 degrees 14 minutes 38 seconds East 1756.60 feet, South 90 degrees 00 minutes 00 seconds West 848.43 feet, and North 81 degrees 29 minutes 49 seconds West 60.01 feet to the point of beginning; thence South 89 degrees 53 minutes 31 seconds West 372.74 feet; thence North 00 degrees 03 minutes 56 seconds West 902.97 feet; thence North 00 degrees 07 minutes 29 seconds East 788.15 feet; thence 19.71 feet along the arc of a 427.92 foot radius curve to the right, central angle 2 degrees 38 minutes 21 seconds, chord bearing North 63 degrees 41 minutes 33 seconds East 19.71 feet; thence 87.66 feet along the arc of a 200.00 foot radius curve to the right, central angle 25 degrees 06 minutes 47 seconds, chord bearing North 77 degrees 34 minutes 07 seconds East 86.96 feet; thence South 89 degrees 52 minutes 29 seconds East 247.47 feet; thence South 00 degrees 07 minutes 31 seconds West 799.62 feet; thence 226.53 feet along the arc of a 630.00 foot radius curve to the left, central angle 20 degrees 36 minutes 08 seconds, chord bearing South 10 degrees 10 minutes 33 seconds East 225.31 feet; thence South 20 degrees 28 minutes 37 seconds East 104.72 feet; thence 196.11 feet along the arc of a 370.00 foot radius curve to the right, central angle 30 degrees 22 minutes 05 seconds, chord bearing South 05 degrees 17 minutes 35 seconds East 193.82 feet; thence South 09 degrees 53 minutes 28 seconds West 410.94 feet to the point of beginning, being part of the West 1/2 of said Section 4.

Parcel II:

Commencing at the South 1/4 of Section 4, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; thence North 89 degrees 10 minutes 47 seconds West 50.01 feet; thence North 00 degrees 14 minutes 38 seconds East 1756.60 feet along the East line of Beck North Corporate Park - Novi, Oakland County Condominium Subdivision Plan No. 1264 to the point of beginning; thence South 90 degrees 00 minutes 00 seconds West 848.43 feet along the North line of said Beck North Corporate Park - Novi; thence North 09 degrees 53 minutes 28 seconds East 409.49 feet; thence 227.91 feet along the arc of a 430.00 foot radius curve to the left, central angle 30 degrees 22 minutes 05 seconds, chord bearing North 05 degrees 17 minutes 35 seconds West 225.25 feet; thence North 20 degrees 28 minutes 37 seconds West 104.72 feet; thence 204.96 feet along the arc of a 570.00 foot radius curve to the right, central angle 20 degrees 36 minutes 08 seconds, chord bearing North 10 degrees 10 minutes 33 seconds West 203.86 feet; thence North 00 degrees 07 minutes 31 seconds East 15.67 feet; thence South 89 degrees 52 minutes 29 seconds East 333.74 feet; thence 56.64 feet along the arc of a 42.00 foot radius curve to the right, central angle 77 degrees 16 minutes 16 seconds, chord bearing South 51 degrees 14 minutes 21 seconds East 52.45 feet; thence 341.26 feet along the arc of a 76.00 foot radius curve to the left, central angle 257 degrees 16 minutes 16 seconds, chord bearing North 38 degrees 45 minutes 39 seconds East 118.73 feet; thence North 89 degrees 52 minutes 29 seconds West 448.84 feet; thence North 00 degrees 07 minutes 31 seconds East

APPENDIX A - Continued(No. 5-547469)

723.95 feet; thence South 89 degrees 52 minutes 29 seconds East 371.60 feet; thence 38.41 feet along the arc of a 42.00 foot radius curve to the right, central angle 52 degrees 23 minutes 55 seconds, chord bearing South 63 degrees 40 minutes 33 seconds East 37.09 feet; thence 377.77 feet along the arc of a 76.00 foot radius curve to the left, central angle 284 degrees 47 minutes 47 seconds, chord bearing North 00 degrees 07 minutes 31 seconds East 92.75 feet; thence 38.41 feet along the arc of a 42.00 foot radius curve to the right, central angle 52 degrees 23 minutes 54 seconds, chord bearing South 63 degrees 55 minutes 34 seconds West 37.09 feet; thence North 89 degrees 52 minutes 29 seconds West 679.07 feet; thence 105.39 feet along the arc of a 260.00 foot radius curve to the left, central angle 23 degrees 13 minutes 31 seconds, chord bearing South 78 degrees 30 minutes 45 seconds West 104.67 feet; thence North 00 degrees 07 minutes 29 seconds East 423.45 feet; thence South 89 degrees 39 minutes 43 seconds East 1284.86 feet; thence South 00 degrees 05 minutes 57 seconds West 1280.26 feet; thence South 00 degrees 14 minutes 38 seconds West 901.51 feet to the point of beginning, being part of the West 1/2 of said Section 4.

Parcel III:

Commencing at the South 1/4 of Section 4, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; thence North 89 degrees 10 minutes 47 seconds West 50.01 feet; thence along Beck North Corporate Park - Novi, Oakland County Condominium Subdivision Plan No. 1264, the following two courses: North 00 degrees 14 minutes 38 seconds East 1756.60 feet and South 90 degrees 00 minutes 00 seconds West 848.43 feet to the point of beginning; thence North 81 degrees 29 minutes 49 seconds West 60.01 feet; thence North 09 degrees 53 minutes 28 seconds East 410.94 feet; thence 196.11 feet along the arc of a 370.00 foot radius curve to the left, central angle 30 degrees 22 minutes 05 seconds, chord bearing North 05 degrees 17 minutes 35 seconds West 193.82 feet; thence North 20 degrees 28 minutes 37 seconds West 104.72 feet; thence 226.53 feet along the arc of a 630.00 foot radius curve to the right, central angle 20 degrees 36 minutes 08 seconds, chord bearing North 10 degrees 10 minutes 33 seconds West 225.31 feet; thence North 00 degrees 07 minutes 31 seconds East 799.62 feet; thence North 89 degrees 52 minutes 29 seconds West 247.47 feet; thence 87.66 feet along the arc of a 200.00 foot radius curve to the left, central angle 25 degrees 06 minutes 47 seconds, chord bearing South 77 degrees 34 minutes 07 seconds West 86.96 feet; thence 19.71 feet along the arc of a 427.92 foot radius curve to the left, central angle 2 degrees 38 minutes 21 seconds, chord bearing South 63 degrees 41 minutes 33 seconds West 19.71 feet; thence North 00 degrees 07 minutes 29 seconds East 66.61 feet; thence 105.39 feet along the arc of a 260.00 foot radius curve to the right, central angle 23 degrees 13 minutes 31 seconds, chord bearing North 78 degrees 30 minutes 45 seconds East 104.67 feet; thence South 89 degrees 52 minutes 29 seconds East 679.07 feet; thence 38.41 feet along the arc of a 42.00 foot radius curve to the left, central angle 52 degrees 23 minutes 54 seconds, chord bearing North 63 degrees 55 minutes 34 seconds East 37.09 feet; thence 377.77 feet along the arc of a 76.00 foot radius curve to the right, central angle 284 degrees 47 minutes 47 seconds, chord bearing South 00 degrees 07 minutes 31 seconds West 92.75 feet; thence 38.41 feet along the arc of a 42.00 foot radius curve to the left, central angle 52 degrees 23 minutes 55 seconds, chord bearing North 63 degrees 40 minutes 33 seconds West 37.09 feet; thence North 89 degrees 52 minutes 29 seconds West 371.60 feet; thence South 00 degrees 07 minutes 31

APPENDIX A - Continued(No. 5-547469)

seconds West 723.95 feet; thence South 89 degrees 52 minutes 29 seconds East 448.84 feet; thence 341.26 feet along the arc of a 76.00 foot radius curve to the right, central angle 257 degrees 16 minutes 16 seconds, chord bearing South 38 degrees 45 minutes 39 seconds West 118.73 feet; thence 56.64 feet along the arc of a 42.00 foot radius curve to the left, central angle 77 degrees 16 minutes 16 seconds, chord bearing North 51 degrees 14 minutes 21 seconds West 52.45 feet; thence North 89 degrees 52 minutes 29 seconds West 333.74 feet; thence South 00 degrees 07 minutes 31 seconds West 15.67 feet; thence 204.96 feet along the arc of a 570.00 foot radius curve to the left, central angle 20 degrees 36 minutes 08 seconds, chord bearing South 10 degrees 10 minutes 33 seconds East 203.86 feet; thence South 20 degrees 28 minutes 37 seconds East 104.72 feet; thence 227.91 feet along the arc of a 430.00 foot radius curve to the right, central angle 30 degrees 22 minutes 05 seconds, chord bearing South 05 degrees 17 minutes 35 seconds East 225.25 feet; thence South 09 degrees 53 minutes 28 seconds West 409.49 feet to the point of beginning, being part of the West 1/2 of said Section 4.

**SCHEDULE B-SECTION I  
REQUIREMENTS**

The following are the requirements to be complied with:

1. Standard requirements set forth on inside front cover.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
3. Proper vacation of that part of Hudson Drive that lies within the subject property. This commitment will be subject to such further requirements as may then be deemed necessary.
4. Submit to the Company a copy of the Articles of Organization duly filed with the Michigan Department of Commerce-Corporation and Securities Bureau establishing Nadlan II, L.L.C., a Michigan limited liability company. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned document.
5. Submit to the Company a copy of the Operating Agreement relative to Nadlan II, L.L.C., a Michigan limited liability company. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned document.
6. Warranty Deed from Nadlan II, L.L.C., a Michigan corporation, to the City of Novi, a Michigan municipal corporation.
7.  Discharge of the mortgage executed by Beck Corridor Partners Limited Partnership, a Michigan limited partnership, to National City Bank of Michigan/Illinois, a national banking association, dated February 24, 2004 and recorded April 14, 2004 in Liber 32791, Page 860.
8. PAYMENT OF TAXES:

Item No. 22-04-326-012

2004 Summer Taxes - Paid in the amount of \$94,973.46

2004 Winter Taxes - Due in the amount of \$9,963.98, plus penalty and interest, if any.

Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

**SCHEDULE B-SECTION II  
EXCEPTIONS**

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

1. Standard exceptions set forth on inside back cover.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
3. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
4. Rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes for Hudson Drive.
5. Easement for a sanitary sewer system vested in the City of Novi and the terms, conditions and provisions contained in instruments recorded in Liber 17819, Page 595 and in Liber 17819, Page 598.
6. Terms, conditions and provisions of Easement Agreement recorded in Liber 21946, Page 597.
7. Terms, conditions and provisions of Landscape Easement recorded in Liber 23455, Page 177.
8. Easement for public utilities vested in the City of Novi by instrument recorded in Liber 26157, Page 527.
9. Easement for water main vested in the City of Novi by instrument recorded in Liber 26157, Page 549.
10. Easement for storm sewer vested in the City of Novi by instrument recorded in Liber 26157, Page 569.
11. Terms, conditions and provisions of agreement - Beck West dated October 11, 2002 between FG 40 Corporation, a Michigan corporation, Nadlan 6, L.L.C., a Michigan limited liability company, Nadlan 7, L.L.C., a Michigan limited liability company, Nadlan 28, L.L.C., a Michigan limited liability company, and Nadlan 29, L.L.C., a Michigan limited liability company.

12. Terms, conditions and provisions of agreement - Beck North dated October 11, 2002 between Beck Corridor Partners Limited Partnership, a Michigan limited partnership, Nadlan 8, L.L.C., a Michigan limited liability company, Nadlan 12, L.L.C., a Michigan limited liability company, Nadlan 24, L.L.C., a Michigan limited liability company, Nadlan 26, L.L.C., a Michigan limited liability company, and Nadlan 27, L.L.C., a Michigan limited liability company
13. Easements and the terms, conditions and provisions of Storm Drainage Facility Maintenance Agreement recorded in Liber 33528, Page 59#.
14. Loss or damage sustained as a result of the failure to have the tax assessed legal description reassessed to accurately describe the land insured herein.

JCS/caw

## EXCLUSION FROM COVERAGE APPEARING ONLY IN OWNER'S POLICIES

Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

## STANDARD EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

### OWNER'S POLICIES:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanic's liens not of record.
4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.

### MORTGAGE POLICIES WITH EXCEPTIONS:

1. Rights or claims of parties in possession not shown of record.
2. Mechanic's liens not of record.
3. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.

## CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

**MIDWEST REGIONAL OFFICE**

6000 W. St. Joseph Highway  
Suite 100  
Lansing, MI 48917  
517 323-2270  
FAX 517 323-9836

Form B 1004-253

**COMMITMENT FOR  
TITLE INSURANCE**

Issued by

**Transnation Title  
Insurance Company**

Transnation Title Insurance Company  
is a member of the LandAmerica family of title insurance  
underwriters.



LandAmerica Financial Group, Inc.  
101 Gateway Centre Parkway  
Richmond, Virginia 23235-5153  
[www.landam.com](http://www.landam.com)

**Ingham - Eaton-Clinton Counties**

6000 W. St. Joseph  
Suite # 100  
Lansing, MI 48917  
517 323-2270  
Fax 517 323-9836

**Kalamazoo County**

104 W. Cork Street  
Kalamazoo, MI 49001  
269 343-1581  
FAX 269 343-6324

**Kent County**

921 N. Division Avenue  
Grand Rapids, MI 49503  
616 459-2400  
Fax 616 459-0637

**Muskegon County**

570 Seminole Road  
Suite 102  
Muskegon, MI 49444  
231 737-9111  
Fax 231 737-7304

**Ottawa - Allegan Counties**

115 Clover Street  
Suite 200  
Holland, MI 49423  
616 392-2341  
Fax 616 392-9784

**Washtenaw County**

2725 S. Industrial  
Suite 200  
Ann Arbor, MI 48104  
734 677-3389  
Fax 734 677-3395

**Wayne-Oakland-Macomb Counties**

32000 Northwestern Highway  
Farmington Hills, MI 48334  
734 425-2500  
Fax 734 425-9970

**Bill of Sale**

KNOW ALL MEN BY THESE PRESENTS, that Nadlan II, L.L.C., a Michigan limited liability company, whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48375, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Novi, 45175 West Ten Mile Road, Novi, Michigan 48375 all of the paving on the roadways legally described on the property as follows:

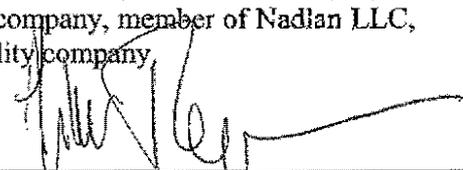
See the Attached and Incorporated Exhibit A and as depicted on Exhibit B attached hereto.

In witness whereof, the undersigned has executed these presents this as of this 30th day of May, 2006.

Signed by  
Nadlan II, L.L.C., a Michigan limited liability company  
By: Nadlan L.L.C., its sole member  
By: Ryleg LLC, its member  
By: \_\_\_\_\_  
Ryan Dembs, its member

State of Michigan    )  
                                  )  
County of Oakland    )

The foregoing instrument was acknowledged before me as of this 30th day of May, 2006 by Ryan Dembs, a member of Ryleg LLC, a Michigan limited liability company, member of Nadlan LLC, sole member of Nadlan II, LLC, on behalf of such limited liability company.

  
\_\_\_\_\_  
Notary Public, Macomb County, MI  
ALINA TOUSAIN  
Notary Public, Macomb County, MI  
Acting in Oakland Co., MI  
My Commission Expires 01/18/2008

Drafted by and return to:  
Jeffrey Pitt  
26105 Lannys Road, ste. A  
Novi, MI 48375

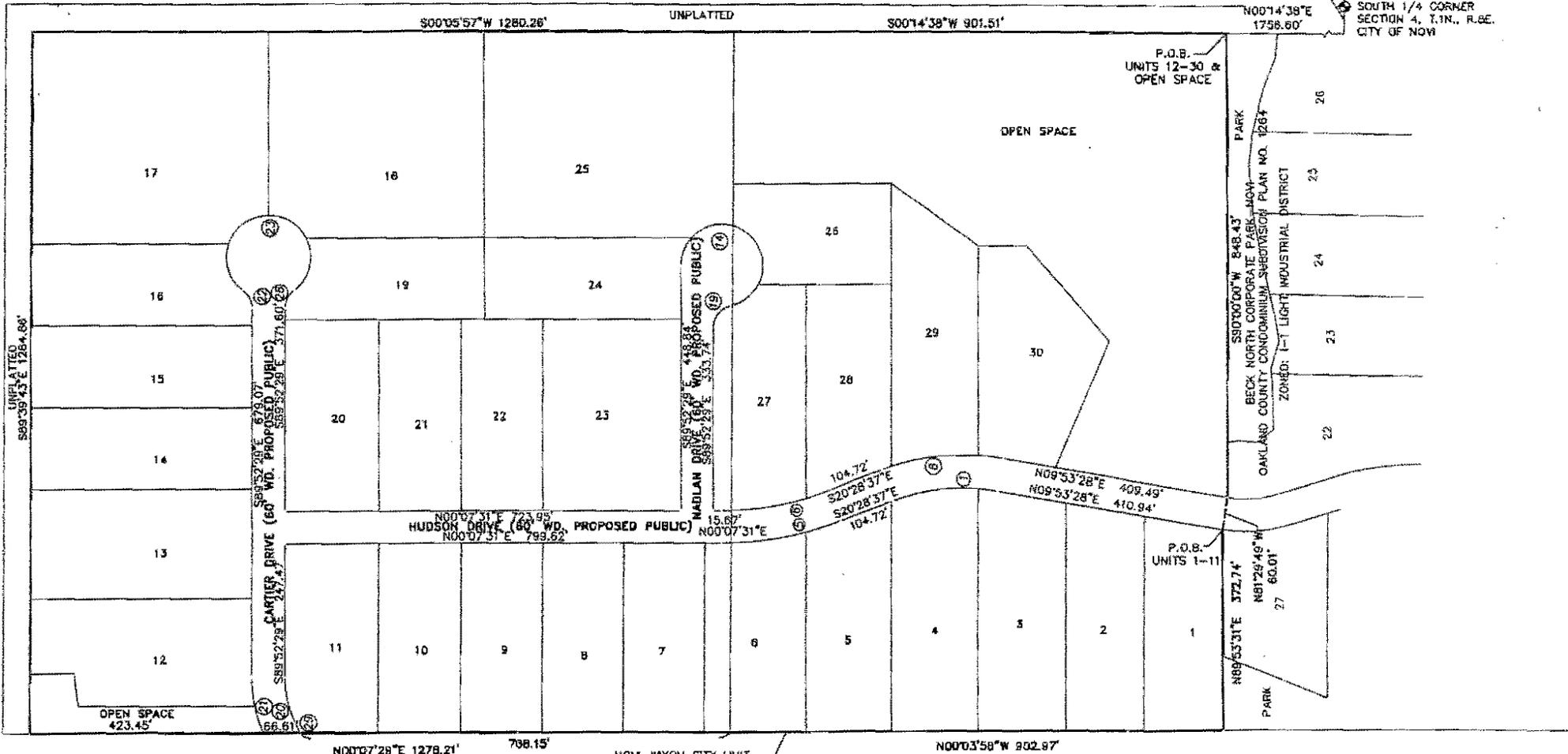
Exhibit A

LEGAL DESCRIPTION FOR HUDSON DRIVE, NADLAN DRIVE AND CARTIER DRIVE

Commencing at the South 1/4 of Section 4, T.1N., R.8E., City of Novi, Oakland County, Michigan; thence N89°10'47"W 50.01 feet; thence along Beck North Corporate Park- Novi, Oakland County Condominium Subdivision Plan No. 1264, the following two courses: N00°14'38"E 1756.60 feet and S90°00'00"W 848.43 feet to the POINT OF BEGINNING; thence N81°29'49"W 60.01 feet; thence N09°53'28"E 410.94 feet; thence 196.11 feet along the arc of a 370.00 foot radius curve to the left, central angle 30°22'05", chord bearing N05°17'35"W 193.82 feet; thence N20°28'37"W 104.72 feet; thence 226.53 feet along the arc of a 630.00 foot radius curve to the right, central angle 20°36'08", chord bearing N10°10'33"W 225.31 feet; thence N00°07'31"E 799.62 feet; thence N89°52'29"W 247.47 feet; thence 87.66 feet along the arc of a 200.00 foot radius curve to the left, central angle 25°06'47", chord bearing S77°34'07"W 86.96 feet; thence 19.71 feet along the arc of a 427.92 foot radius curve to the left, central angle 2°38'21", chord bearing S63°41'33"W 19.71 feet; thence N00°07'29"E 66.61 feet; thence 105.39 feet along the arc of a 260.00 foot radius curve to the right, central angle 23°13'31", chord bearing N78°30'45"E 104.67 feet; thence S89°52'29"E 679.07 feet; thence 38.41 feet along the arc of a 42.00 foot radius curve to the left, central angle 52°23'54", chord bearing N63°55'34"E 37.09 feet; thence 377.77 feet along the arc of a 76.00 foot radius curve to the right, central angle 284°47'47", chord bearing S00°07'31"W 92.75 feet; thence 38.41 feet along the arc of a 42.00 foot radius curve to the left, central angle 52°23'55", chord bearing N63°40'33"W 37.09 feet; thence N89°52'29"W 371.60 feet; thence S00°07'31"W 723.95 feet; thence S89°52'29"E 448.84 feet; thence 341.26 feet along the arc of a 76.00 foot radius curve to the right, central angle 257°16'16", chord bearing S38°45'39"W 118.73 feet; thence 56.64 feet along the arc of a 42.00 foot radius curve to the left, central angle 77°16'16", chord bearing N51°14'21"W 52.45 feet; thence N89°52'29"W 333.74 feet; thence S00°07'31"W 15.67 feet; thence 204.96 feet along the arc of a 570.00 foot radius curve to the left, central angle 20°36'08", chord bearing S10°10'33"E 203.86 feet; thence S20°28'37"E 104.72 feet; thence 227.91 feet along the arc of a 430.00 foot radius curve to the right, central angle 30°22'05", chord bearing S05°17'35"E 225.25 feet; thence S09°53'28"W 409.49 feet to the Point of Beginning, being part of the West 1/2 of said Section 4 and being subject to easements and restrictions of record, if any.

ZONED: R-2 ONE FAMILY RESIDENTIAL DISTRICT

N89°10'47"W  
50.01'  
SOUTH 1/4 CORNER  
SECTION 4, T.1N., R.8E.  
CITY OF NOW  
N00°14'38"E  
1758.60'



ZONED: RM-1 LOW DENSITY MULTI FAMILY

P.O.B.  
UNITS 12-30 &  
OPEN SPACE

OPEN SPACE

PARK  
BECK NORTH CORPORATE PARK-NOW  
OKLAHOMA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1284  
ZONED: I-1 LIGHT INDUSTRIAL DISTRICT

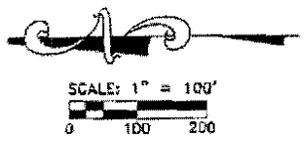
P.O.B.  
UNITS 1-11

UNPLATTED  
ZONED: M-1 LIGHT INDUSTRIAL

LEGAL DESCRIPTION OF PROPOSED PUBLIC RIGHT-OF-WAY FOR HUDSON DRIVE, NADLAN DRIVE AND CARTIER DRIVE  
Commencing at the South 1/4 of Section 4, T.1N., R.8E., City of Now, Oakland County, Michigan; thence N89°10'47"W 50.01 feet; thence along Beck North Corporate Park-Now, Oakland County Condominium Subdivision Plan No. 1284, the following two courses: N00°14'38"E 1758.60 feet and S90°00'00"W 848.43 feet to the POINT OF BEGINNING; thence N81°29'49"W 80.01 feet; thence N09°53'28"E 410.94 feet; thence 196.11 feet along the arc of a 370.00 foot radius curve to the left, central angle 30°22'05", chord bearing N05°17'35"W 193.82 feet; thence N20°28'37"W 104.72 feet; thence 228.53 feet along the arc of a 630.00 foot radius curve to the right, central angle 20°36'08", chord bearing N10°10'33"W 225.31 feet; thence N00°07'31"E 799.62 feet; thence N89°52'29"W 247.47 feet; thence 87.66 feet along the arc of a 200.00 foot radius curve to the left, central angle 25°05'47", chord bearing S77°34'07"W 85.98 feet; thence 19.71 feet along the arc of a 427.92 foot radius curve to the left, central angle 2°38'21", chord bearing S63°41'33"W 19.71 feet; thence N00°07'29"E 65.61 feet; thence 105.39 feet along the arc of a 260.00 foot radius curve to the right, central angle 2°31'31", chord bearing N78°30'45"E 104.67 feet; thence S89°52'29"E 579.07 feet; thence 38.41 feet along the arc of a 42.00 foot radius curve to the left, central angle 52°23'54", chord bearing N63°55'34"E 37.09 feet; thence 377.77 feet along the arc of a 76.00 foot radius curve to the right, central angle 284°47'47", chord bearing S00°07'31"W 92.75 feet; thence 38.41 feet along the arc of a 42.00 foot radius curve to the left, central angle 52°23'55", chord bearing N63°40'33"W 37.09 feet; thence N89°52'29"W 371.66 feet; thence S00°07'31"W 723.95 feet; thence S89°52'29"E 448.84 feet; thence 341.26 feet along the arc of a 76.00 foot radius curve to the right, central angle 257°16'16", chord bearing S38°45'39"W 118.73 feet; thence 56.64 feet along the arc of a 42.00 foot radius curve to the left, central angle 77°15'16", chord bearing N51°14'21"W 52.45 feet; thence N85°52'29"W 333.74 feet; thence S00°07'31"W 15.67 feet; thence 204.96 feet along the arc of a 570.00 foot radius curve to the left, central angle 20°36'08", chord bearing S10°10'33"E 203.86 feet; thence S20°28'37"E 104.72 feet; thence 227.91 feet along the arc of a 430.00 foot radius curve to the right, central angle 30°22'05", chord bearing S05°17'35"E 225.25 feet; thence S09°53'28"W 409.49 feet to the Point of Beginning, being part of the West 1/2 of said Section 4 and being subject to easements and restrictions of record, if any.

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD-LENGTH
1	186.11	370.00	30°22'05"	N05°17'35"W	193.82
5	226.93	630.00	20°36'08"	S10°10'33"E	225.31
6	204.96	570.00	20°36'08"	S10°10'33"E	203.86
8	227.91	430.00	30°22'05"	N08°17'35"W	225.25
14	341.26	76.00	257°16'16"	N38°45'39"E	118.73
19	56.64	42.00	77°16'16"	N51°14'21"W	52.45
20	87.66	200.00	25°06'47"	S77°34'07"W	86.96
21	105.39	260.00	2°31'31"	S78°30'45"W	104.67
22	38.41	42.00	52°23'54"	N63°55'34"E	37.09
23	377.77	76.00	284°47'47"	N00°07'31"E	92.75
25	38.41	42.00	52°23'55"	N63°40'33"W	37.09
29	19.71	427.92	2°38'21"	S63°41'33"W	19.71

Exhibit B



# FULL UNCONDITIONAL WAIVER OF LIEN

I/We Have a Contract With: **Northern Equities Group**

To Provide: **Concrete Pavement**

For The Improvements To The Property Described As:

**Beck North Phase II  
City of Novi, Oakland County**

For Labor/Materials Provided Through: **8/30/04**

Having been fully paid and satisfied, all / my construction lien rights against subject property are hereby waived and released.

I hereby attest that I am a duly authorized representative of the company acting as an agent or an officer of the company with full knowledge of the status of all claims that would affect this project.

TONY ANGELO CEMENT CONSTRUCTION CO.

By: *C. Super*  
(Signature of Lien Claimant)

Its: *Controller*

46850 Grand River Avenue  
Novi, MI 48374

Date: November 23, 2004

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that Nadlan II, L.L.C., a Michigan limited liability company, whose address is 26105 Lannys Road, Suite A, Novi Michigan 48375 conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof and as depicted on "Exhibit B" attached hereto.

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

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

Dated as of this 30<sup>th</sup> day of May 2006.

Signed by

Nadlan II, L.L.C. a Michigan limited liability company

By: Nadlan L.L.C., a Michigan limited liability company, its sole member

By: Ryleg L.L.C. (a Michigan limited liability company, its member

By: Ryan D. Dembs, its member

STATE OF MICHIGAN )  
                                  ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me as of this 30th day of May, 2006, by Ryan Dembs, member of Ryleg L.L.C., a Michigan limited liability company, member of Nadlan L.L.C. a Michigan limited liability company, sole member of Nadlan II, L.L.C. a Michigan limited liability company, on behalf of such company.

[Signature]  
Notary Public  
Mica Cornish County, Michigan  
My Commission Expires: ALMA YERGAN  
Notary Public, Macomb County, MI  
Acting in Oakland Co., MI  
My Commission Expires 05/31/2010

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Jeffrey Pitt 26105 Lannys Road, Suite A Novi, MI 48375
--	---	---

That Part, as described on Exhibit A, of Tax Parcel No. 502204320012

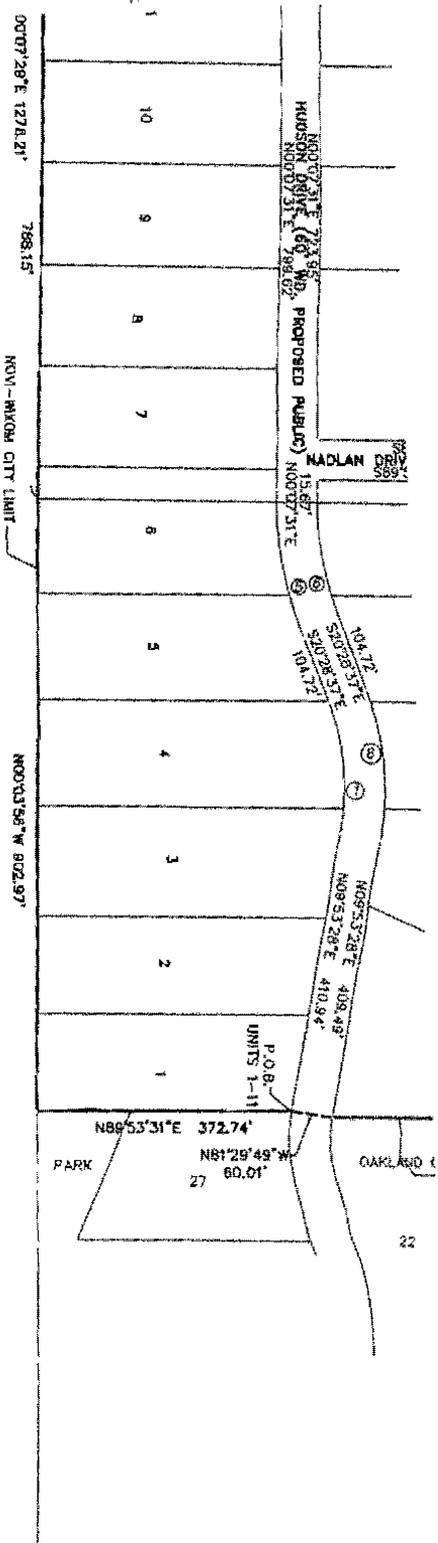
Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax : Exempt

Exhibit A

LEGAL DESCRIPTION FOR HUDSON DRIVE, NADLAN DRIVE AND CARTIER DRIVE

Commencing at the South 1/4 of Section 4, T.1N., R.8E., City of Novi, Oakland County, Michigan; thence N89°10'47"W 50.01 feet; thence along Beck North Corporate Park- Novi, Oakland County Condominium Subdivision Plan No. 1264, the following two courses: N00°14'38"E 1756.60 feet and S90°00'00"W 848.43 feet to the POINT OF BEGINNING; thence N81°29'49"W 60.01 feet; thence N09°53'28"E 410.94 feet; thence 196.11 feet along the arc of a 370.00 foot radius curve to the left, central angle 30°22'05", chord bearing N05°17'35"W 193.82 feet; thence N20°28'37"W 104.72 feet; thence 226.53 feet along the arc of a 630.00 foot radius curve to the right, central angle 20°36'08", chord bearing N10°10'33"W 225.31 feet; thence N00°07'31"E 799.62 feet; thence N89°52'29"W 247.47 feet; thence 87.66 feet along the arc of a 200.00 foot radius curve to the left, central angle 25°06'47", chord bearing S77°34'07"W 86.96 feet; thence 19.71 feet along the arc of a 427.92 foot radius curve to the left, central angle 2°38'21", chord bearing S63°41'33"W 19.71 feet; thence N00°07'29"E 66.61 feet; thence 105.39 feet along the arc of a 260.00 foot radius curve to the right, central angle 23°13'31", chord bearing N78°30'45"E 104.67 feet; thence S89°52'29"E 679.07 feet; thence 38.41 feet along the arc of a 42.00 foot radius curve to the left, central angle 52°23'54", chord bearing N63°55'34"E 37.09 feet; thence 377.77 feet along the arc of a 76.00 foot radius curve to the right, central angle 284°47'47", chord bearing S00°07'31"W 92.75 feet; thence 38.41 feet along the arc of a 42.00 foot radius curve to the left, central angle 52°23'55", chord bearing N63°40'33"W 37.09 feet; thence N89°52'29"W 371.60 feet; thence S00°07'31"W 723.95 feet; thence S89°52'29"E 448.84 feet; thence 341.26 feet along the arc of a 76.00 foot radius curve to the right, central angle 257°16'16", chord bearing S38°45'39"W 118.73 feet; thence 56.64 feet along the arc of a 42.00 foot radius curve to the left, central angle 77°16'16", chord bearing N51°14'21"W 52.45 feet; thence N89°52'29"W 333.74 feet; thence S00°07'31"W 15.67 feet; thence 204.96 feet along the arc of a 570.00 foot radius curve to the left, central angle 20°36'08", chord bearing S10°10'33"E 203.86 feet; thence S20°28'37"E 104.72 feet; thence 227.91 feet along the arc of a 430.00 foot radius curve to the right, central angle 30°22'05", chord bearing S05°17'35"E 225.25 feet; thence S09°53'28"W 409.49 feet to the Point of Beginning, being part of the West 1/2 of said Section 4 and being subject to easements and restrictions of record, if any.





LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
196.41	370.00	30722.05°	N05°17'35"W	163.62
226.53	630.00	20736.08°	S10°10'33"E	203.86
204.96	570.00	20736.08°	S10°10'33"E	203.86
227.91	430.00	30722.05°	N05°17'35"W	225.25
341.26	76.00	25716.16°	N38°45'30"E	118.73
56.64	42.00	7719.16°	N61°14'21"W	52.45
97.66	200.00	25716.16°	N38°45'30"E	86.86
38.43	200.00	23133.31°	S78°30'45"W	37.09
77.77	76.00	52233.54°	N63°55'24"E	92.76
38.43	42.00	28447.47°	N83°07'31"E	37.09
38.43	42.00	52233.54°	N63°55'24"E	37.09
9.71	427.92	238921°	S83°31'33"W	19.71

NOV-MIXED CITY LIGHT UNPLATTED  
ZONED: M-1 LIGHT INDUSTRIAL

LEGAL DESCRIPTION OF PROPOSED PUBLIC RIGHT-OF-WAY FOR HUDSON DRIVE, MADLAN DRIVE AND CARTIER DRIVE Commencing at the South 1/4 of Section 4, T1N1, R6E, City of Novi, Oakland County, Michigan; thence N89°10'47"W 520.01 feet; thence along Back Beck North Corporate Park-Novi Oakland County Condominium Subdivision, Plan No. 1254, the following two courses: N00°14'38"E 1756.60 feet and S00°00'00"W 848.43 feet to the POINT OF BEGINNING; thence N81°29'49"W 602.01 feet; thence N09°53'20"E 410.94 feet; thence 186.17 feet along the arc of a 370.00 foot radius curve to the left, central angle 30722.05°; chord bearing N05°17'35"W 193.62 feet; thence N20°29'37"W 104.72 feet; thence 226.53 feet along the arc of a 630.00 foot radius curve to the right, central angle 20736.08°; chord bearing N10°10'33"W 225.31 feet; thence N00°07'31"E 799.62 feet; thence N89°52'29"W 447.47 feet; thence 87.66 feet along the arc of a 200.00 foot radius curve to the left, central angle 25716.16°; chord bearing S77°34'07"W 85.96 feet; thence 19.71 feet along the arc of a 427.92 foot radius curve to the left, central angle 27347.21°; chord bearing S83°41'33"W 19.71 feet; thence N00°07'29"E 86.61 feet; thence 105.39 feet along the arc of a 760.00 foot radius curve to the right, central angle 23133.31°; chord bearing N78°30'45"E 104.67 feet; thence S89°52'29"E 670.07 feet; thence 38.43 feet along the arc of a 42.00 foot radius curve to the left, central angle 52233.54°; chord bearing N63°55'24"E 37.09 feet; thence 377.77 feet along the arc of a 76.00 foot radius curve to the right, central angle 28447.47°; chord bearing S00°07'31"W 92.75 feet; thence 38.43 feet along the arc of a 42.00 foot radius curve to the left, central angle 52233.54°; chord bearing N63°40'33"W 37.09 feet; thence N89°52'29"W 371.60 feet; thence S00°07'31"W 723.95 feet; thence S89°52'29"E 448.84 feet; thence 341.26 feet along the arc of a 76.00 foot radius curve to the right, central angle 25716.16°; chord bearing S38°45'30"W 118.73 feet; thence 56.64 feet along the arc of a 42.00 foot radius curve to the left, central angle 7719.16°; chord bearing N61°14'21"W 52.45 feet; thence N89°52'29"W 133.74 feet; thence 38.43 feet; thence 204.96 feet along the arc of a 570.00 foot radius curve to the left, central angle 20736.08°; chord bearing S10°10'33"E 203.86 feet; thence S20°28'37"E 104.72 feet; thence 227.91 feet along the arc of a 430.00 foot radius curve to the right, central angle 30722.05°; chord bearing S05°17'35"E 225.25 feet; thence S09°53'29"W 409.49 feet to the Point of Beginning, being part of the West 1/2 of said Section 4 and being subject to easements and restrictions of record, if any.

**EASEMENT FOR WATER MAIN**

THIS AGREEMENT is made this 05 day of April, 2006, between NADLAN II, L.L.C., a Michigan limited liability company, the undersigned, whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48375 ("Grantor") and the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 West 10 Mile Road, Novi, Michigan 48375 ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is desirous of granting to Grantee an easement for the purpose of the installation, maintenance, repair and replacement of an underground water main and related facilities covering certain property situated in the City of Novi, Oakland County, Michigan.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement under, across and through certain property owned by Grantor situated in the City of Novi, Oakland County, Michigan known as Unit 12 of Beck North Corporate Park – Phase II, Novi, which is more particularly described on Exhibit A attached hereto (the "Property") and the easement area is more particularly described on Exhibit B attached hereto (the "Easement Area"). The purpose of this easement is for the installation, maintenance, repair and replacement, if required, of an underground water main and related facilities.

2. Grantee shall, at its sole cost and expense, install, maintain, repair and replace the underground water main and related facilities located in the Easement Area so that the same shall always remain in good condition and repair. Any installation, maintenance; repair and replacement of the water main and related facilities by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of Grantor's property including the flow of pedestrian and vehicular traffic, and Grantee shall restore the Easement Area and any improvements thereon to a condition as good as their condition prior to such installation, maintenance, repair and replacement.

3. Grantor hereby reserves the right to locate other public utilities in the Easement Area and further reserves the right to use the surface of the Easement Area so long as the same do not interfere with Grantee's right to install, maintain, repair and replace the water main and related facilities. The use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping does not interfere with Grantee's rights hereunder. Grantor shall not construct walls, buildings or other structures of a permanent nature in the Easement Area that interfere with the Grantee's rights hereunder.

4. Grantor shall have the right, only upon prior written approval from the City of Novi, to relocate the underground water main and related facilities, provided the relocated water main and facilities conform with current city, county and state design standards and, provided further, that the cost of such relocation and all required permits shall be paid by Grantor. Grantor shall not disrupt water flow during construction. Upon the completion of such relocation, Grantor will grant Grantee a new easement and Grantee will release the existing easement.

5. This Agreement shall, upon the recording thereof, be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

**NADLAN II, L.L.C.,**  
a Michigan limited liability company

By: Nadlan, L.L.C.,  
a Michigan limited liability company  
Its: Member

By: Ryleg, L.L.C.,  
a Michigan limited liability company  
Its: Manager

By: \_\_\_\_\_  
Ryan Dembs  
Its: Manager

Grantor

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this 03 day of April, 2006 by Ryan Dembs the Manager of Ryleg, L.L.C., a Michigan limited liability company, the Manager of Nadlan, L.L.C., a Michigan limited liability company, the Member of Nadlan II, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

ALINA TOUSAIN  
Notary Public, Macomb County, MI  
Acting in Oakland Co., MI  
My Commission Expires 01/18/2009

*Alina Tousain*  
Notary  
AL  
My Comm. Expires 01/18/2009

CITY OF NOVI,  
a Michigan municipal corporation

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

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

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_ the \_\_\_\_\_ of the CITY OF  
NOVI, a Michigan municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED RETURN TO: \*

Demrie L. Wilkinson, Esq.  
Honigman Miller Schwartz and Cohn LLP  
32270 Telegraph Road  
Suite 225  
Bingham Farms, Michigan 48025

\* Maryanne Cornelius  
45175 W. Ten Mile  
NOVI, MI 48375

**EXHIBIT A**

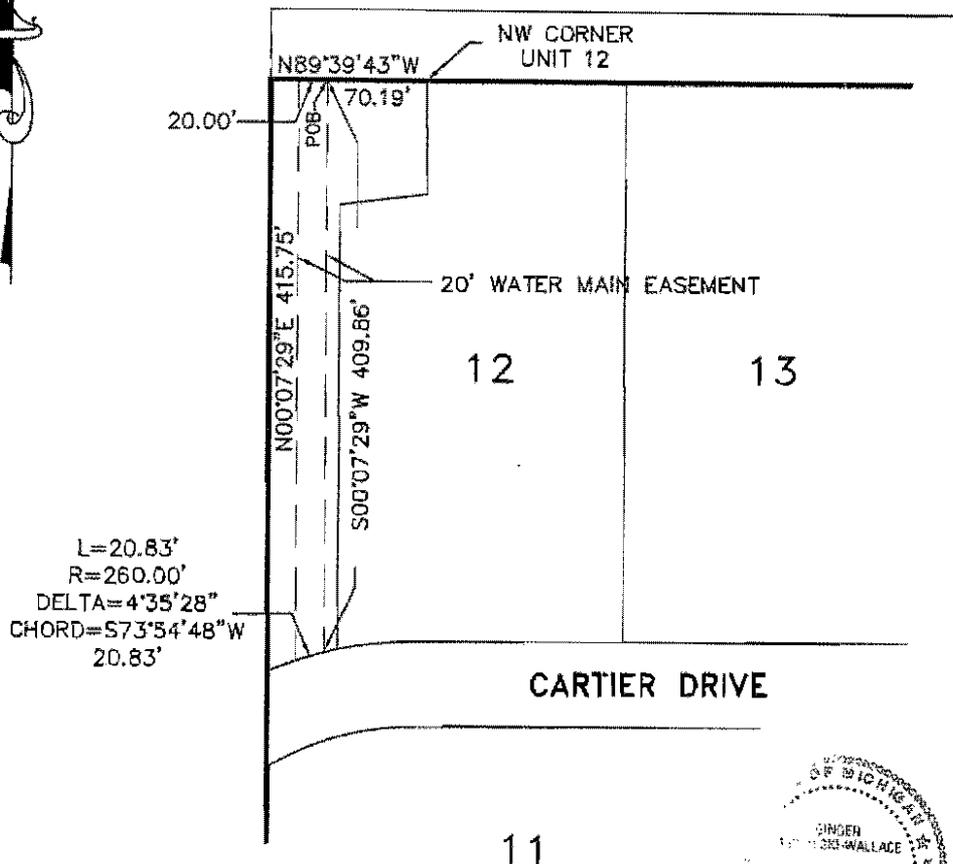
**PROPERTY**

**PARENT PARCEL DESCRIPTION**

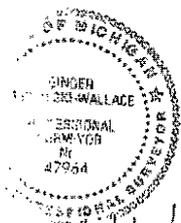
Land situated in Section 4 of the City of Novi, Oakland County, Michigan known as Unit 12 of Beck North Corporate Park – Phase II, Novi, according to the Master Deed dated May 5, 2005, and recorded in Liber 35825 Page 628 Oakland County Records, and designated as County Condominium Plan No. 1759.

OAKLAND.579359.2

**EXHIBIT B:**



L=20.83'  
 R=260.00'  
 DELTA=4°35'28"  
 CHORD=S73°54'48"W  
 20.83'



*Ding Michael Wallace*

**20' WIDE EASEMENT FOR WATER MAIN**

COMMENCING AT THE NORTHWEST CORNER OF UNIT 12 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°39'43"W 70.19 FEET TO THE POINT OF BEGINNING;  
 THENCE S00°07'29"W 409.86 FEET; THENCE 20.83 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 4°35'28", CHORD BEARING S73°54'48"W 20.83 FEET; THENCE N00°07'29"E 415.75 FEET; THENCE S89°39'43"E 20.00 FEET TO THE POINT OF BEGINNING.

**ALPINE**  
 ENGINEERING, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
 46882 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

REVISED 3-30-06

CLIENT: BECK NORTH CORPORATE PARK II LLC	DATE: 4-2-04
<b>WATER MAIN EASEMENT</b>	DRAWN BY: AGC
	CHECKED BY: GLM
<b>BECK NORTH CORPORATE PARK-- PHASE II</b> SECTION: 4 TOWNSHIP: 1 N RANGE: 8 E CITY OF NOV OAKLAND COUNTY MICHIGAN	0 50 100
	FBK: 30
	CMF:
	SCALE HOR 1" = 100 FT. VER 1" = FT.

03-170

**EASEMENT FOR WATER MAIN**

THIS AGREEMENT is made this 02 day of April, 2006, between NADLAN II, L.L.C., a Michigan limited liability company, the undersigned, whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48375 ("Grantor") and the **CITY OF NOVI**, a Michigan municipal corporation, whose address is 45175 West 10 Mile Road, Novi, Michigan 48375 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is desirous of granting to Grantee an easement for the purpose of the installation, maintenance, repair and replacement of an underground water main and related facilities covering certain property situated in the City of Novi, Oakland County, Michigan.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement under, across and through certain property owned by Grantor situated in the City of Novi, Oakland County, Michigan known as Unit 16 of Beck North Corporate Park – Phase II, Novi, which is more particularly described on Exhibit A attached hereto (the "Property") and the easement area is more particularly described on Exhibit B attached hereto (the "Easement Area"). The purpose of this easement is for the installation, maintenance, repair and replacement, if required, of an underground water main and related facilities.
2. Grantee shall, at its sole cost and expense, install, maintain, repair and replace the underground water main and related facilities located in the Easement Area so that the same shall always remain in good condition and repair. Any installation, maintenance, repair and replacement of the water main and related facilities by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of Grantor's property including the flow of pedestrian and vehicular traffic, and Grantee shall restore the Easement Area and any improvements thereon to a condition as good as their condition prior to such installation, maintenance, repair and replacement.
3. Grantor hereby reserves the right to locate other public utilities in the Easement Area and further reserves the right to use the surface of the Easement Area so long as the same do not interfere with Grantee's right to install, maintain, repair and replace the water main and related facilities. The use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping does not interfere with Grantee's rights hereunder. Grantor shall not construct walls, buildings or other structures of a permanent nature in the Easement Area that interfere with the Grantee's rights hereunder.
4. Grantor shall have the right, only upon prior written approval from the City of Novi, to relocate the underground water main and related facilities, provided the relocated water main and facilities conform with current city, county and state design standards and, provided further, that the cost of such relocation and all required permits shall be paid by Grantor. Grantor shall not disrupt water flow during construction. Upon the completion of such relocation, Grantor will grant Grantee a new easement and Grantee will release the existing easement.

5. This Agreement shall, upon the recording thereof, be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

NADLAN II, L.L.C.,  
a Michigan limited liability company

By: Nadlan, L.L.C.,  
a Michigan limited liability company  
Its: Member

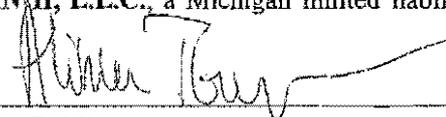
By: Ryleg, L.L.C.,  
a Michigan limited liability company  
Its: Manager

By:   
Ryan Dembs  
Its: Manager

"Grantor"

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 05 day of April, 2006 by Ryan Dembs the Manager of Ryleg, L.L.C., a Michigan limited liability company, the Manager of Nadlan, L.L.C., a Michigan limited liability company, the Member of NADLAN II, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_  
*ALINA TOLICAIN*  
Notary Public, Macomb County, MI  
Acting in Oakland Co., MI  
My Commission Expires 04/14/2009

IN THE PRESENCE OF:

CITY OF NOVI,  
a Michigan municipal corporation

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

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

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20056  
by \_\_\_\_\_ the \_\_\_\_\_ of the CITY OF  
NOVI, a Michigan municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED ~~RETURN TO~~

Demrie L. Wilkinson, Esq.  
Honigman Miller Schwartz and Cohn LLP  
32270 Telegraph Road  
Suite 225  
Bingham Farms, Michigan 48025

*Maryanne Cornelius*  
*45175 W. Ten Mile*  
*NOVI, MI 48375*

EXHIBIT A

PROPERTY

PARENT PARCEL DESCRIPTION

Land situated in Section 4 of the City of Novi, Oakland County, Michigan known as Unit 16 of Beck North Corporate Park -- Phase II, Novi, according to the Master Deed dated May 5, 2005, and recorded in Liber 35825 Page 628, Oakland County Records, and designated as County Condominium Plan No. 1759.

OAKLAND.582935.2



**EASEMENT FOR WATER MAIN**

THIS AGREEMENT is made this 03 day of April, 2006, between NADLAN II, L.L.C., a Michigan limited liability company, the undersigned, whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48375 ("Grantor") and the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 West 10 Mile Road, Novi, Michigan 48375 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is desirous of granting to Grantee an easement for the purpose of the installation, maintenance, repair and replacement of an underground water main and related facilities covering certain property situated in the City of Novi, Oakland County, Michigan.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement under, across and through certain property owned by Grantor situated in the City of Novi, Oakland County, Michigan known as Unit 18 of Beck North Corporate Park – Phase II, Novi, which is more particularly described on Exhibit A attached hereto (the "Property") and the easement area is more particularly described on Exhibit B attached hereto (the "Easement Area"). The purpose of this easement is for the installation, maintenance, repair and replacement, if required, of an underground water main and related facilities.
2. Grantee shall, at its sole cost and expense, install, maintain, repair and replace the underground water main and related facilities located in the Easement Area so that the same shall always remain in good condition and repair. Any installation, maintenance, repair and replacement of the water main and related facilities by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of Grantor's property including the flow of pedestrian and vehicular traffic, and Grantee shall restore the Easement Area and any improvements thereon to a condition as good as their condition prior to such installation, maintenance, repair and replacement.
3. Grantor hereby reserves the right to locate other public utilities in the Easement Area and further reserves the right to use the surface of the Easement Area so long as the same do not interfere with Grantee's right to install, maintain, repair and replace the water main and related facilities. The use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping does not interfere with Grantee's rights hereunder. Grantor shall not construct walls, buildings or other structures of a permanent nature in the Easement Area that interfere with the Grantee's rights hereunder.
4. Grantor shall have the right, only upon prior written approval from the City of Novi, to relocate the underground water main and related facilities, provided the relocated water main and facilities conform with current city, county and state design standards and, provided further, that the cost of such relocation and all required permits shall be paid by Grantor. Grantor shall not disrupt water flow during construction. Upon the completion of such relocation, Grantor will grant Grantee a new easement and Grantee will release the existing easement.

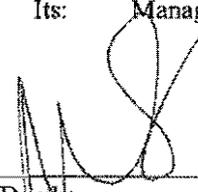
5. This Agreement shall, upon the recording thereof, be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

**NADLAN II, L.L.C.,**  
a Michigan limited liability company

By: Nadlan, L.L.C.,  
a Michigan limited liability company  
Its: Member

By: Ryleg, L.L.C.,  
a Michigan limited liability company  
Its: Manager

By:   
Ryan Dembs  
Its: Manager

“Grantor”

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 03 day of April, 2006 by Ryan Dembs the Manager of Ryleg, L.L.C., a Michigan limited liability company, the Manager of Nadlan, L.L.C., a Michigan limited liability company, the Member of Nadlan II, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of Notary Public, Second County, MI  
Acting in Oakland Co., MI  
My Commission Expires 01/18/2009

IN THE PRESENCE OF:

CITY OF NOVI,  
a Michigan municipal corporation

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

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

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_ the \_\_\_\_\_ of the CITY OF  
NOVI, a Michigan municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED RETURN TO: ✕

Demrie L. Wilkinson, Esq.  
Honigman Miller Schwartz and Cohn LLP  
32270 Telegraph Road  
Suite 225  
Bingham Farms, Michigan 48025

\* MARYANNE CORNELIUS  
45175 W. TEN MILE  
NOVI, MI 48375

**EXHIBIT A**

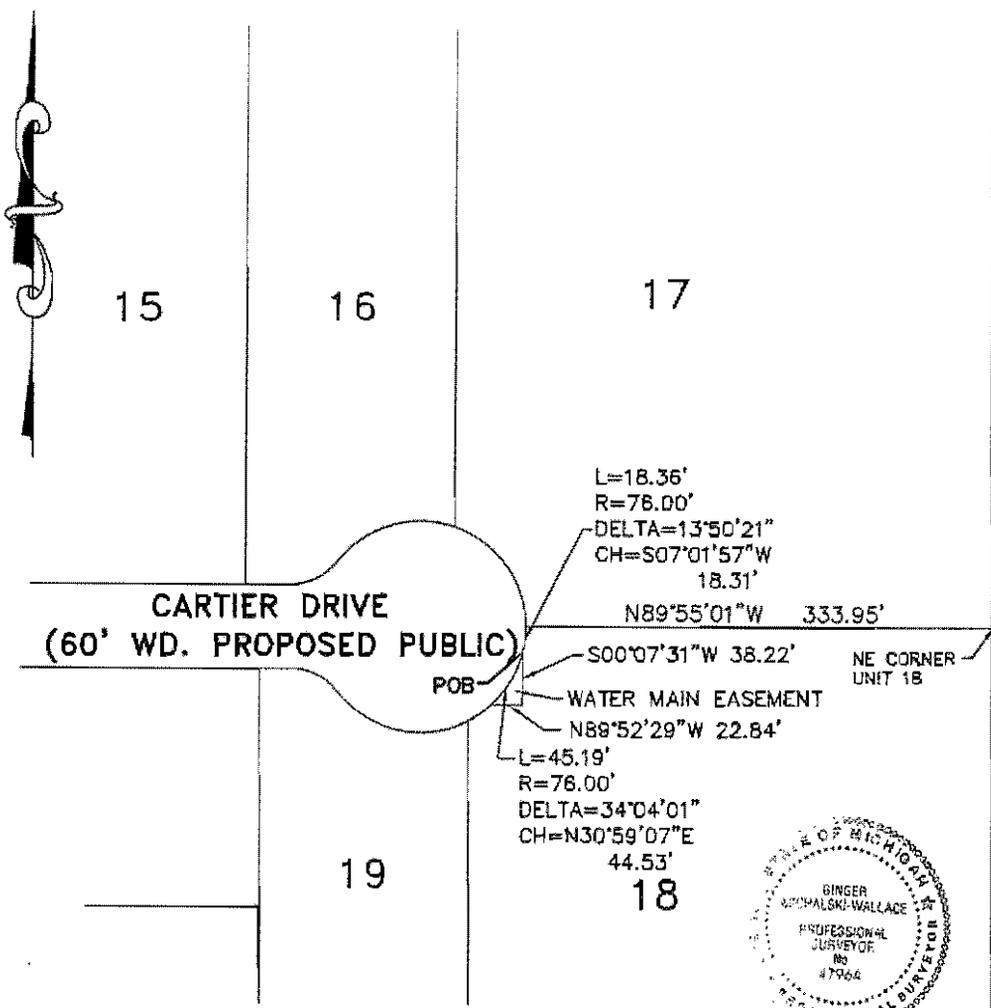
**PROPERTY**

**PARENT PARCEL DESCRIPTION**

Land situated in Section 4 of the City of Novi, Oakland County, Michigan known as Unit 18 of Beck North Corporate Park -- Phase II, Novi, according to the Master Deed dated MAY 5, 2005, and recorded in Liber 35825 Page 628, Oakland County Records, and designated as County Condominium Plan No. 1759.

OAKLAND.582934.2

**EXHIBIT B:**



*Ginger Mchalek-Wallace*

**VARIABLE WIDTH EASEMENT FOR WATER MAIN**  
 COMMENCING AT THE NORTHEAST CORNER OF UNIT 18 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°55'01"W 333.95 FEET; THENCE 18.36 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE 13°50'21", CHORD BEARING S07°01'57"W 18.31 FEET TO THE POINT OF BEGINNING; THENCE S00°07'31"W 38.22 FEET; THENCE N89°52'29"W 22.84 FEET; THENCE 45.19 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 34°04'01", CHORD BEARING N30°59'07"E 44.53 FEET TO THE POINT OF BEGINNING.

REVISED 3-30-06

**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 45892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT: <b>BECK NORTH CORPORATE PARK II LLC</b>	DATE: 3-15-04
<b>WATER MAIN EASEMENT</b>	DRAWN BY: AGC
<b>BECK NORTH CORPORATE PARK-- PHASE II</b>	CHECKED BY: GLM
SECTION: 4 TOWNSHIP: 1 N RANGE: 8 E	0 50 100
CITY OF NOVI OAKLAND COUNTY MICHIGAN	FEN: 25
	CHP: 03-170
	SCALE HOR 1"=100 FT. VER 1"= FT.

**EASEMENT FOR WATER MAIN**

THIS AGREEMENT is made this 03 day of April, 2006, between NADLAN II, L.L.C., a Michigan limited liability company, the undersigned, whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48375 ("Grantor") and the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 West 10 Mile Road, Novi, Michigan 48375 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is desirous of granting to Grantee an easement for the purpose of the installation, maintenance, repair and replacement of an underground water main and related facilities covering certain property situated in the City of Novi, Oakland County, Michigan.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement under, across and through certain property owned by Grantor situated in the City of Novi, Oakland County, Michigan known as Unit 17 of Beck North Corporate Park – Phase II, Novi, which is more particularly described on Exhibit A attached hereto (the "Property") and the easement area is more particularly described on Exhibit B attached hereto (the "Easement Area"). The purpose of this easement is for the installation, maintenance, repair and replacement, if required, of an underground water main and related facilities.
2. Grantee shall, at its sole cost and expense, install, maintain, repair and replace the underground water main and related facilities located in the Easement Area so that the same shall always remain in good condition and repair. Any installation, maintenance, repair and replacement of the water main and related facilities by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of Grantor's property including the flow of pedestrian and vehicular traffic, and Grantee shall restore the Easement Area and any improvements thereon to a condition as good as their condition prior to such installation, maintenance, repair and replacement.
3. Grantor hereby reserves the right to locate other public utilities in the Easement Area and further reserves the right to use the surface of the Easement Area so long as the same do not interfere with Grantee's right to install, maintain, repair and replace the water main and related facilities. The use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping does not interfere with Grantee's rights hereunder. Grantor shall not construct walls, buildings or other structures of a permanent nature in the Easement Area that interfere with the Grantee's rights hereunder.
4. Grantor shall have the right, only upon prior written approval from the City of Novi, to relocate the underground water main and related facilities, provided the relocated water main and facilities conform with current city, county and state design standards and, provided further, that the cost of such relocation and all required permits shall be paid by Grantor. Grantor shall not disrupt water flow during construction. Upon the completion of such relocation, Grantor will grant Grantee a new easement and Grantee will release the existing easement.

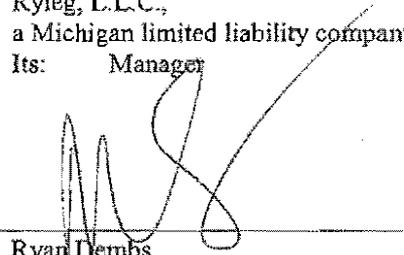
5. This Agreement shall, upon the recording thereof, be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

**NADLAN II, L.L.C.,**  
a Michigan limited liability company

By: Nadlan, L.L.C.,  
a Michigan limited liability company  
Its: Member

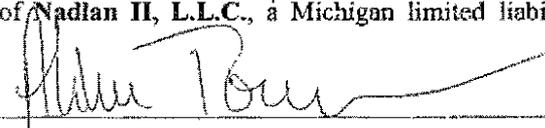
By: Ryleg, L.L.C.,  
a Michigan limited liability company  
Its: Manager

By:   
Ryan Dembs  
Its: Manager

"Grantor"

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 03 day of April, 2006 by Ryan Dembs the Manager of Ryleg, L.L.C., a Michigan limited liability company, the Manager of Nadlan, L.L.C., a Michigan limited liability company, the Member of **Nadlan II, L.L.C.**, a Michigan limited liability company, on behalf of said limited liability company.

  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: 01/14/2008  
Acting in the County of Oakland  
*ARINA TOLSAN*  
*Notary Public, Macomb County, MI*  
*Acting in Oakland Co., MI*  
*My Commission Expires 01/14/2008*

IN THE PRESENCE OF:

CITY OF NOVI,  
a Michigan municipal corporation

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

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

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_ the \_\_\_\_\_ of the CITY OF  
NOVI, a Michigan municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

Denrie L. Wilkinson, Esq.  
Honigman Miller Schwartz and Cohn LLP  
32270 Telegraph Road  
Suite 225  
Bingham Farms, Michigan 48025

Maryanne Cornelius  
45175 W. Ten Mile  
Novi MI, 48375

**EXHIBIT A**

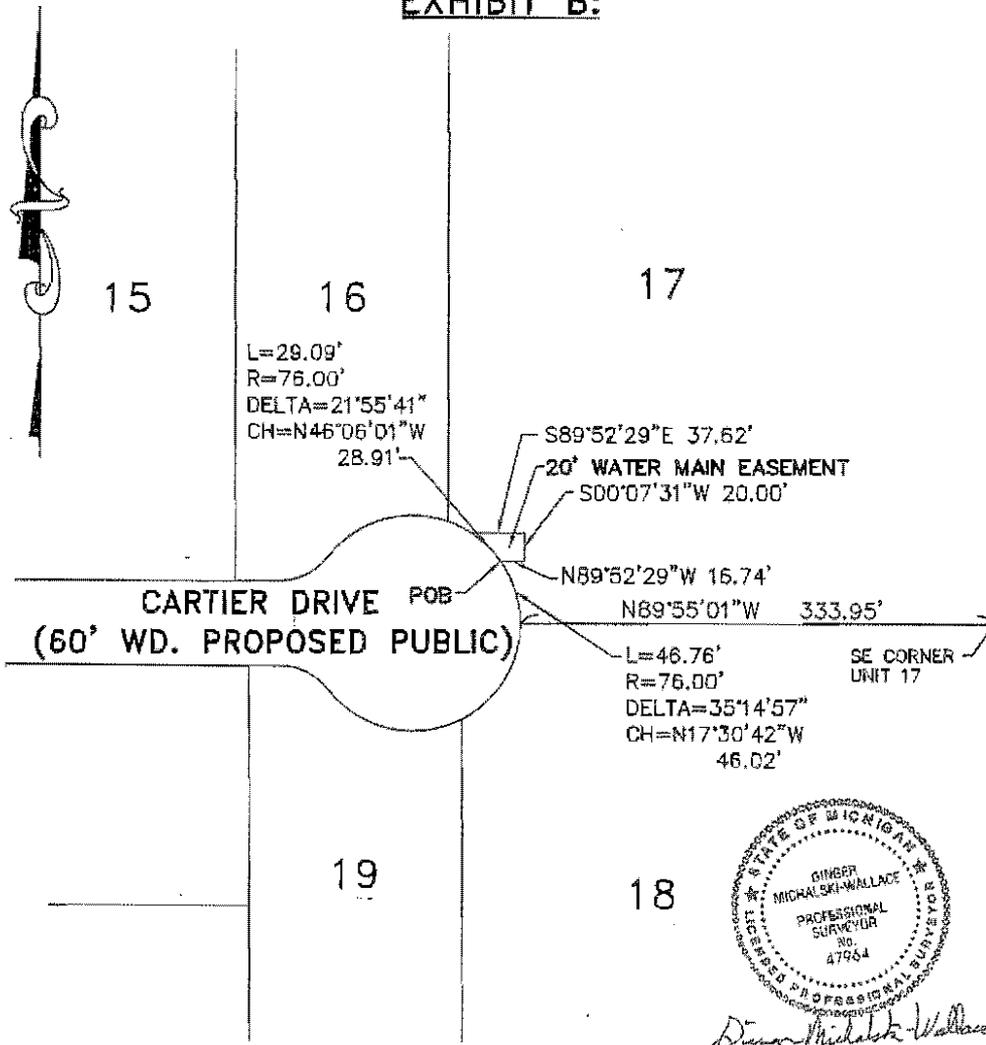
**PROPERTY**

**PARENT PARCEL DESCRIPTION**

Land situated in Section 4 of the City of Novi, Oakland County, Michigan known as Unit 17 of Beck North Corporate Park – Phase II, Novi, according to the Master Deed dated May 5, 2005, and recorded in Liber 35825 Page 618 Oakland County Records, and designated as County Condominium Plan No. 1759.

OAKLAND.582933.2

**EXHIBIT B:**



*Ginger Michalski-Wallace*

**20' WIDE EASEMENT FOR WATER MAIN**  
 COMMENCING AT THE SOUTHEAST CORNER OF UNIT 17 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°55'01"W 333.95 FEET; THENCE 46.76 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 35°14'57", CHORD BEARING N17°30'42"W 46.02 FEET TO THE POINT OF BEGINNING; THENCE 29.09 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 21°55'41", CHORD BEARING N46°06'01"W 28.91 FEET; THENCE S89°52'29"E 37.62 FEET; THENCE S00°07'31"W 20.00 FEET; THENCE N89°52'29"W 16.74 FEET TO THE POINT OF BEGINNING.

**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 45892 WEST ROAD  
 SUITE 109  
 NOV, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT: BECK NORTH CORPORATE PARK II LLC		DATE: 3-15-04
<b>WATER MAIN EASEMENT</b>		DRAWN BY: AGC
BECK NORTH CORPORATE PARK- PHASE II		CHECKED BY: GLM
SECTION: 4	TOWNSHIP: 1 N	RANGE: 8 E
CITY OF NOV		0 50 100
OAKLAND COUNTY		FEET: 24
MICHIGAN		CH: 24
		SCALE HOR 1"=100 FT. VER 1"= FT.

REVISED 3-30-06

03-170

### EASEMENT FOR SANITARY SEWER

THIS AGREEMENT is made this 03 day of April, 2006, between NADLAN II, L.L.C., a Michigan limited liability company, the undersigned, whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48375 ("Grantor") and the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 West 10 Mile Road, Novi, Michigan 48375 ("Grantee").

#### WITNESSETH:

WHEREAS, Grantor is desirous of granting to Grantee an easement for the purpose of the installation, maintenance, repair and replacement of an underground sanitary sewer and related facilities covering certain property situated in the City of Novi, Oakland County, Michigan.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement under, across and through certain property owned by Grantor situated in the City of Novi, Oakland County, Michigan known as Unit 19 of Beck North Corporate Park – Phase II, Novi, which is more particularly described on Exhibit A attached hereto (the "Property") and the easement area is more particularly described on Exhibit B attached hereto (the "Easement Area"). The purpose of this easement is for the installation, maintenance, repair and replacement, if required, of an underground sanitary sewer and related facilities.

2. Grantee shall, at its sole cost and expense, install, maintain, repair and replace the underground sanitary sewer and related facilities located in the Easement Area so that the same shall always remain in good condition and repair. Any installation, maintenance, repair and replacement of the sanitary sewer and related facilities by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of Grantor's property including the flow of pedestrian and vehicular traffic, and Grantee shall restore the Easement Area and any improvements thereon to a condition as good as their condition prior to such installation, maintenance, repair and replacement.

3. Grantor hereby reserves the right to locate other public utilities in the Easement Area and further reserves the right to use the surface of the Easement Area so long as the same do not interfere with Grantee's right to install, maintain, repair and replace the sanitary sewer and related facilities. The use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping does not interfere with Grantee's rights hereunder. Grantor shall not construct walls, buildings or other structures of a permanent nature in the Easement Area that interfere with the Grantee's rights hereunder.

4. Grantor shall have the right, only upon prior written approval from the City of Novi, to relocate the underground sanitary sewer and related facilities, provided the relocated sanitary sewer and facilities conform with current city, county and state design standards and, provided further, that the cost of such relocation and all required permits shall be paid by Grantor. Grantor shall not disrupt sanitary sewer flow during construction. Upon the completion of such relocation, Grantor will grant Grantee a new easement and Grantee will release the existing easement.

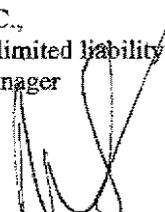
5. This Agreement shall, upon the recording thereof, be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

NADLAN II, L.L.C.,  
a Michigan limited liability company

By: Nadlan, L.L.C.,  
a Michigan limited liability company  
Its: Member

By: Ryleg, L.L.C.,  
a Michigan limited liability company  
Its: Manager

By:   
Ryan Dembs  
Its: Manager

"Grantor"

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 03 day of April, 2006 by Ryan Dembs the Manager of Ryleg, L.L.C., a Michigan limited liability company, the Manager of Nadlan, L.L.C., a Michigan limited liability company, the Member of NADLAN II, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

  
Print Name of Notary Public: Alina Tousain  
Notary Public, State of Michigan County of Macomb  
My commission expires: 01-18-2009  
Acting in the County of Oakland

ALINA TOUSAIN  
Notary Public, Macomb County, MI  
Acting in Oakland Co., MI  
My Commission Expires 01/18/2009

IN THE PRESENCE OF:

CITY OF NOVI,  
a Michigan municipal corporation

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

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

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_ the \_\_\_\_\_ of the CITY OF  
NOVI, a Michigan municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED ~~RETURN TO~~

Demrie L. Wilkinson, Esq.  
Honigman Miller Schwartz and Cohn LLP  
32270 Telegraph Road  
Suite 225  
Bingham Farms, Michigan 48025

Maryanna Cornelius  
45175 W. Ten Mile  
Novi, MI 48375

EXHIBIT A

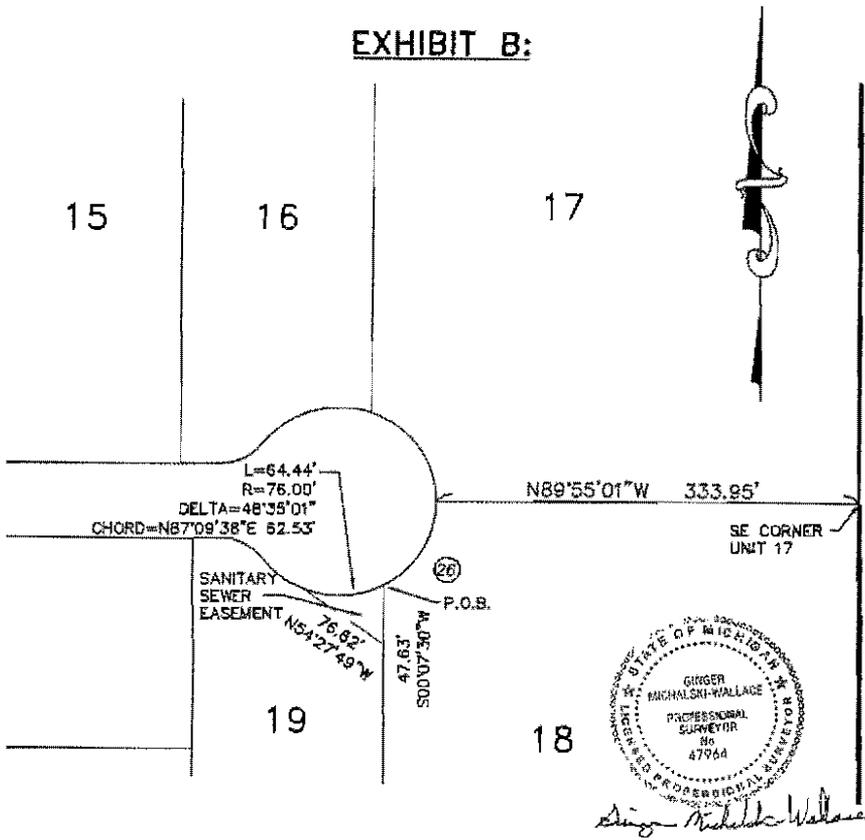
PROPERTY

PARENT PARCEL DESCRIPTION

Land situated in Section 4 of the City of Novi, Oakland County, Michigan known as Unit 19 of Beck North Corporate Park – Phase II, Novi, according to the Master Deed dated May 5, 2005, and recorded in Liber 35825 Page 628, Oakland County Records, and designated as County Condominium Plan No. 1759.

OAKLAND.582938.2

**EXHIBIT B:**



*Ginger Michalski-Wallace*

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
28	83.24	76.00	62°45'21"	S31°29'27"W	79.14

**VARIABLE WIDTH EASEMENT FOR SANITARY SEWER**  
 COMMENCING AT THE SOUTHEAST CORNER OF UNIT 17 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°55'01"W 333.95 FEET; THENCE 83.24 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE 62°45'21", CHORD BEARING S31°29'27"W 79.14 FEET TO THE POINT OF BEGINNING; THENCE S00°07'30"W 47.63 FEET; THENCE N54°27'49"W 76.62 FEET; THENCE 64.44 ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 48°35'01", CHORD BEARING N87°09'38"E 62.53 FEET TO THE POINT OF BEGINNING.

**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 46892 WEST ROAD SUITE 109  
 NOV, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3768 (FAX)

REVISED 3-30-08

CLIENT: <b>BECK NORTH CORPORATE PARK II LLC</b>	DATE: 1-13-03
<b>SANITARY SEWER EASEMENT</b>	DRAWN BY: AGC
<b>BECK NORTH CORPORATE PARK - PHASE II</b>	CHECKED BY: GLM
SECTION: 4 TOWNSHIP: 1 N RANGE: 8 E	0 50 100
CITY OF NOV OAKLAND COUNTY MICHIGAN	PKG: 14
	CHF:
	SCALE HORIZ 1"=100 FT VERT 1"=20 FT

**EASEMENT FOR SANITARY SEWER**

THIS AGREEMENT is made this 03 day of April, 2006, between NADLAN II, L.L.C., a Michigan limited liability company, the undersigned, whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48375 ("Grantor") and the **CITY OF NOVI**, a Michigan municipal corporation, whose address is 45175 West 10 Mile Road, Novi, Michigan 48375 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is desirous of granting to Grantee an easement for the purpose of the installation, maintenance, repair and replacement of an underground sanitary sewer and related facilities covering certain property situated in the City of Novi, Oakland County, Michigan.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement under, across and through certain property owned by Grantor situated in the City of Novi, Oakland County, Michigan known as Unit 5 of Beck North Corporate Park – Phase II, Novi, which is more particularly described on Exhibit A attached hereto (the "Property") and the easement area is more particularly described on Exhibit B attached hereto (the "Easement Area"). The purpose of this easement is for the installation, maintenance, repair and replacement, if required, of an underground sanitary sewer and related facilities.

2. Grantee shall, at its sole cost and expense, install, maintain, repair and replace the underground sanitary sewer and related facilities located in the Easement Area so that the same shall always remain in good condition and repair. Any installation, maintenance, repair and replacement of the sanitary sewer and related facilities by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of Grantor's property including the flow of pedestrian and vehicular traffic, and Grantee shall restore the Easement Area and any improvements thereon to a condition as good as their condition prior to such installation, maintenance, repair and replacement.

3. Grantor hereby reserves the right to locate other public utilities in the Easement Area and further reserves the right to use the surface of the Easement Area so long as the same do not interfere with Grantee's right to install, maintain, repair and replace the sanitary sewer and related facilities. The use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping does not interfere with Grantee's rights hereunder. Grantor shall not construct walls, buildings or other structures of a permanent nature in the Easement Area that interfere with the Grantee's rights hereunder.

4. Grantor shall have the right, only upon prior written approval from the City of Novi, to relocate the underground sanitary sewer and related facilities, provided the relocated sanitary sewer and facilities conform with current city, county and state design standards and, provided further, that the cost of such relocation and all required permits shall be paid by Grantor. Grantor shall not disrupt sanitary sewer flow during construction. Upon the completion of such relocation, Grantor will grant Grantee a new easement and Grantee will release the existing easement.

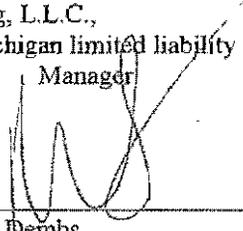
5. This Agreement shall, upon the recording thereof, be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

NADLAN II, L.L.C.,  
a Michigan limited liability company

By: Nadlan, L.L.C.,  
a Michigan limited liability company  
Its: Member

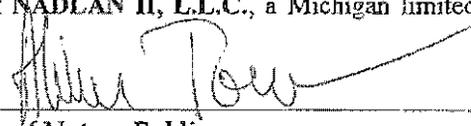
By: Ryleg, L.L.C.,  
a Michigan limited liability company  
Its: Manager

By:   
Ryan Dembs  
Its: Manager

"Grantor"

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 03 day of April, 2006 by Ryan Dembs the Manager of Ryleg, L.L.C., a Michigan limited liability company, the Manager of Nadlan, L.L.C., a Michigan limited liability company, the Member of NADLAN II, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_  
Notary Public, Macomb County, MI  
Acting in Oakland Co., MI  
My Commission Expires 01/18/2009

IN THE PRESENCE OF:

CITY OF NOVI,  
a Michigan municipal corporation

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

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

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_ the \_\_\_\_\_ of the CITY OF  
NOVI, a Michigan municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED ~~RETURN TO~~:

Demrie L. Wilkinson, Esq.  
Honigman Miller Schwartz and Cohn LLP  
32270 Telegraph Road  
Suite 225  
Bingham Farms, Michigan 48025

*Maryanne Corns Lutz  
45175 W. Ten Mile  
Novi, MI 48375*

EXHIBIT A

PROPERTY

PARENT PARCEL DESCRIPTION

Land situated in Section 4 of the City of Novi, Oakland County, Michigan known as Unit 5 of Beck North Corporate Park – Phase II, Novi, according to the Master Deed dated May 5, 2005, and recorded in Liber 35825 Page 628, Oakland County Records, and designated as County Condominium Plan No. 1759.

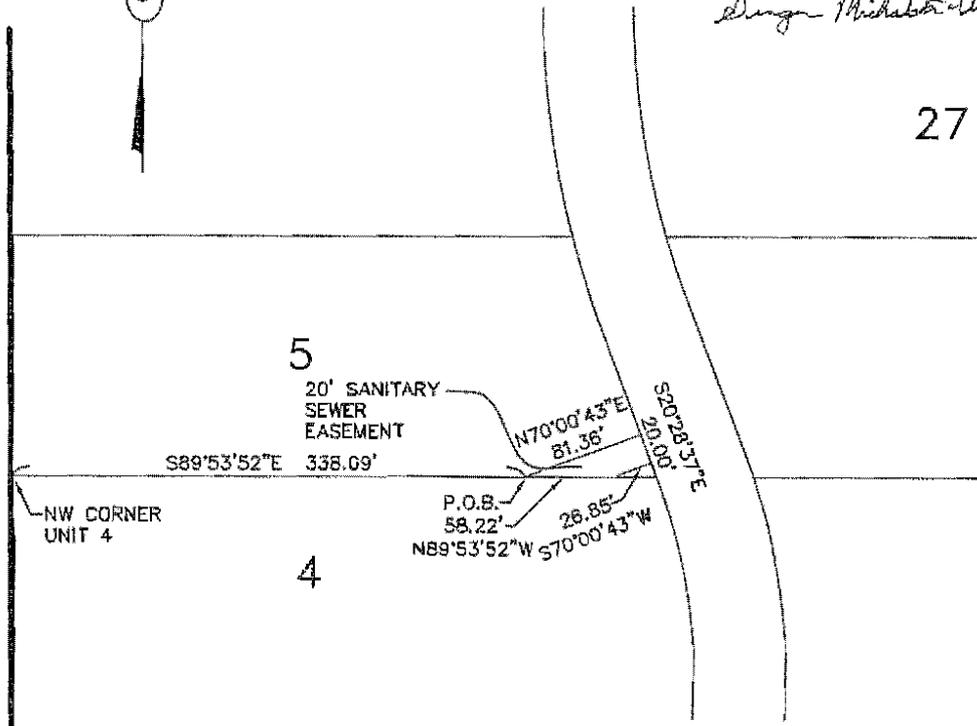
OAKLAND.579381.2

**EXHIBIT B:**



*Ginger Michalski-Wallace*

27



**VARIABLE WIDTH EASEMENT FOR SANITARY SEWER**

COMMENCING AT THE NORTHWEST CORNER OF UNIT 4 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE S89°53'52"E 338.09 FEET TO THE POINT OF BEGINNING;  
 THENCE N70°00'43"E 81.36 FEET; THENCE S20°28'37"E 20.00 FEET;  
 THENCE S70°00'43"W 26.85 FEET; THENCE N89°53'52"W 58.22 FEET TO THE POINT OF BEGINNING.

**ALPINE**  
 ENGINEERING, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
 48892 WEST ROAD  
 SUITE 109  
 NOV, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

REVISED 3-30-06

CLIENT: BECK NORTH CORPORATE PARK II LLC		DATE: 1-13-03
<b>SANITARY SEWER EASEMENT</b>		DRAWN BY: AGC
BECK NORTH CORPORATE PARK - PHASE II		CHECKED BY: GLM
SECTION: 4	TOWNSHIP: 1 N	RANGE: B E
CITY OF NOV		15
OAKLAND COUNTY		
MICHIGAN		03-170
SCALE HOR 1"=100 FT. VER 1"= 10 FT.		

**EASEMENT FOR SANITARY SEWER**

THIS AGREEMENT is made this 03 day of April, 2006, between NADLAN II, L.L.C., a Michigan limited liability company, the undersigned, whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48375 ("Grantor") and the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 West 10 Mile Road, Novi, Michigan 48375 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is desirous of granting to Grantee an easement for the purpose of the installation, maintenance, repair and replacement of an underground sanitary sewer and related facilities covering certain property situated in the City of Novi, Oakland County, Michigan.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement under, across and through certain property owned by Grantor situated in the City of Novi, Oakland County, Michigan known as Unit 25 of Beck North Corporate Park – Phase II, Novi, which is more particularly described on Exhibit A attached hereto (the "Property") and the easement area is more particularly described on Exhibit B attached hereto (the "Easement Area"). The purpose of this easement is for the installation, maintenance, repair and replacement, if required, of an underground sanitary sewer and related facilities.

2. Grantee shall, at its sole cost and expense, install, maintain, repair and replace the underground sanitary sewer and related facilities located in the Easement Area so that the same shall always remain in good condition and repair. Any installation, maintenance, repair and replacement of the sanitary sewer and related facilities by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of Grantor's property including the flow of pedestrian and vehicular traffic, and Grantee shall restore the Easement Area and any improvements thereon to a condition as good as their condition prior to such installation, maintenance, repair and replacement.

3. Grantor hereby reserves the right to locate other public utilities in the Easement Area and further reserves the right to use the surface of the Easement Area so long as the same do not interfere with Grantee's right to install, maintain, repair and replace the sanitary sewer and related facilities. The use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping does not interfere with Grantee's rights hereunder. Grantor shall not construct walls, buildings or other structures of a permanent nature in the Easement Area that interfere with the Grantee's rights hereunder.

4. Grantor shall have the right, only upon prior written approval from the City of Novi, to relocate the underground sanitary sewer and related facilities, provided the relocated sanitary sewer and facilities conform with current city, county and state design standards and, provided further, that the cost of such relocation and all required permits shall be paid by Grantor. Grantor shall not disrupt sanitary sewer flow during construction. Upon the completion of such relocation, Grantor will grant Grantee a new easement and Grantee will release the existing easement.

5. This Agreement shall, upon the recording thereof, be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

NADLAN II, L.L.C.,  
a Michigan limited liability company

By: Nadlan, L.L.C.,  
a Michigan limited liability company  
Its: Member

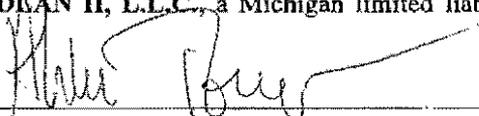
By: Ryleg, L.L.C.,  
a Michigan limited liability company  
Its: Manager

By:   
Ryan Dembs  
Its: Manager

"Grantor"

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 03 day of April, 2006 by Ryan Dembs the Manager of Ryleg, L.L.C., a Michigan limited liability company, the Manager of Nadlan, L.L.C., a Michigan limited liability company, the Member of NADLAN II, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_ County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_  
Notary Public, Michigan Commission No. \_\_\_\_\_  
Acting in Oakland Co., Ill  
My Commission Expires: \_\_\_\_\_

IN THE PRESENCE OF:

CITY OF NOVI,  
a Michigan municipal corporation

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

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

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_ the \_\_\_\_\_ of the CITY OF  
NOVI, a Michigan municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_.  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

Demrie L. Wilkinson, Esq.  
Honigman Miller Schwartz and Cohn LLP  
32270 Telegraph Road  
Suite 225  
Bingham Farms, Michigan 48025

*Marganna Cornelius  
45175 W. TEN MILE  
NOVI, MI 48375*

EXHIBIT A

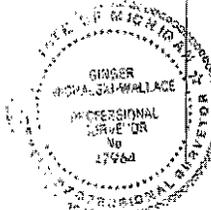
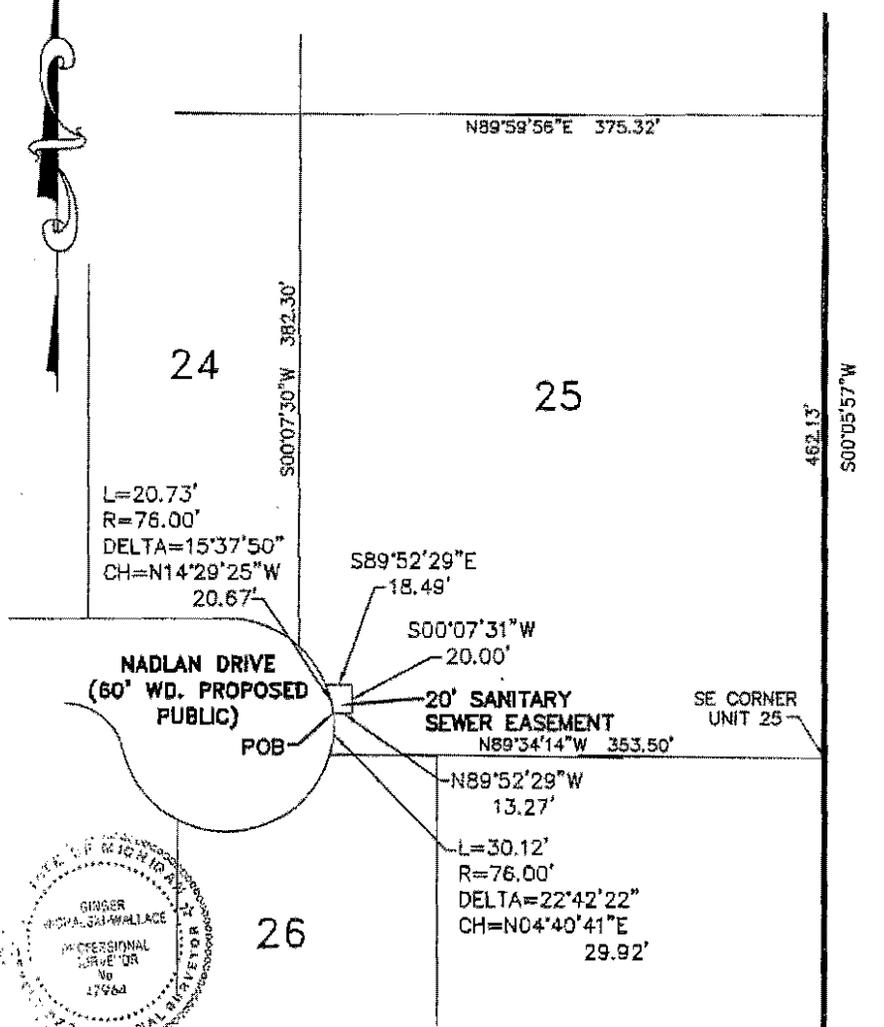
PROPERTY

PARENT PARCEL DESCRIPTION

Land situated in Section 4 of the City of Novi, Oakland County, Michigan known as Unit 25 of Beck North Corporate Park – Phase II, Novi, according to the Master Deed dated May 5, 2005, and recorded in Liber 35825 Page 628, Oakland County Records, and designated as County Condominium Plan No. 1759.

OAKLAND.582939.2

**EXHIBIT B:**



*Ginger Michalek-Wallace*

**20' WIDE EASEMENT FOR SANITARY SEWER**  
 COMMENCING AT THE SOUTHEAST CORNER OF UNIT 25 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°34'14"W 353.50 FEET; THENCE 30.12 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 22°42'22", CHORD BEARING N04°40'41"E 29.92 FEET TO THE POINT OF BEGINNING; THENCE 20.73 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 15°37'50", CHORD BEARING N14°29'25"W 20.67 FEET; THENCE S89°52'29"E 18.49 FEET; THENCE S00°07'31"W 20.00 FEET; THENCE N89°52'29"W 13.27 FEET TO THE POINT OF BEGINNING.

**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 46892 WEST ROAD  
 SUITE 100  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 526-3765 (FAX)

CLIENT: BECK NORTH CORPORATE PARK II LLC	DATE: 3-15-04
<b>SANITARY SEWER EASEMENT</b>	DRAWN BY: AGC
	CHECKED BY: GLM
BECK NORTH CORPORATE PARK- PHASE II SECTION: 4 TOWNSHIP: 1 N RANGE: 8 E CITY OF NOV OAKLAND COUNTY MICHIGAN	SCALE: HOR 1"=100 FT. VER 1"= 7 FT.

REVISED 3-30-06

0 50 100

FBK: **23**

CHP: **03-170**

**EASEMENT FOR WATER MAIN**

THIS AGREEMENT is made this 05 day of April, 2006, between NADLAN II, L.L.C., a Michigan limited liability company, the undersigned, whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48375 ("Grantor") and the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 West 10 Mile Road, Novi, Michigan 48375 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is desirous of granting to Grantee an easement for the purpose of the installation, maintenance, repair and replacement of an underground water main and related facilities covering certain property situated in the City of Novi, Oakland County, Michigan.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement under, across and through certain property owned by Grantor situated in the City of Novi, Oakland County, Michigan known as Units 24, 25 and 26 of Beck North Corporate Park – Phase II, Novi, which is more particularly described on Exhibit A attached hereto (the "Property") and the easement area is more particularly described on Exhibit B attached hereto (the "Easement Area"). The purpose of this easement is for the installation, maintenance, repair and replacement, if required, of an underground water main and related facilities.

2. Grantee shall, at its sole cost and expense, install, maintain, repair and replace the underground water main and related facilities located in the Easement Area so that the same shall always remain in good condition and repair. Any installation, maintenance, repair and replacement of the water main and related facilities by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of Grantor's property including the flow of pedestrian and vehicular traffic, and Grantee shall restore the Easement Area and any improvements thereon to a condition as good as their condition prior to such installation, maintenance, repair and replacement.

3. Grantor hereby reserves the right to locate other public utilities in the Easement Area and further reserves the right to use the surface of the Easement Area so long as the same do not interfere with Grantee's right to install, maintain, repair and replace the water main and related facilities. The use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping does not interfere with Grantee's rights hereunder. Grantor shall not construct walls, buildings or other structures of a permanent nature in the Easement Area that interfere with the Grantee's rights hereunder.

4. Grantor shall have the right, only upon prior written approval from the City of Novi, to relocate the underground water main and related facilities, provided the relocated water main and facilities conform with current city, county and state design standards and, provided further, that the cost of such relocation and all required permits shall be paid by Grantor. Grantor shall not disrupt water flow during construction. Upon the completion of such relocation, Grantor will grant Grantee a new easement and Grantee will release the existing easement.

5. This Agreement shall, upon the recording thereof, be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

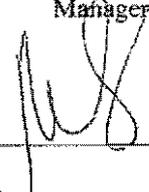
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

NADLAN II, L.L.C.,  
a Michigan limited liability company

By: Nadlan, L.L.C.,  
a Michigan limited liability company  
Its: Member

By: Ryleg, L.L.C.,  
a Michigan limited liability company  
Its: Manager

By: \_\_\_\_\_  
Ryan Dembs  
Its: Manager

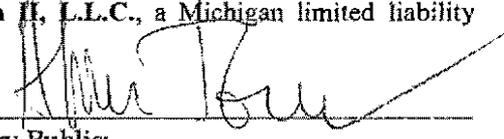


“Grantor”

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 03 day of April, 2006 by Ryan Dembs the Manager of Ryleg, L.L.C., a Michigan limited liability company, the Manager of Nadlan, L.L.C., a Michigan limited liability company, the Member of Nadlan II, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_



Acting in the County of \_\_\_\_\_  
ALMA TOUSAIN  
Notary Public, Macomb County, MI  
Acting in Oakland Co., MI  
My Commission Expires 01/18/2009

IN THE PRESENCE OF:

CITY OF NOVI,  
a Michigan municipal corporation

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

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

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_ the \_\_\_\_\_ of the CITY OF  
NOVI, a Michigan municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Print Name of Notary Public: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED RETURN TO: \*

Denrie L. Wilkinson, Esq.  
Honigman Miller Schwartz and Cohn LLP  
32270 Telegraph Road  
Suite 225  
Bingham Farms, Michigan 48025

\* Maryanne Cornelius  
45175 W. Fern Lake  
NOVI, MI 48375

EXHIBIT A

PROPERTY

PARENT PARCEL DESCRIPTION

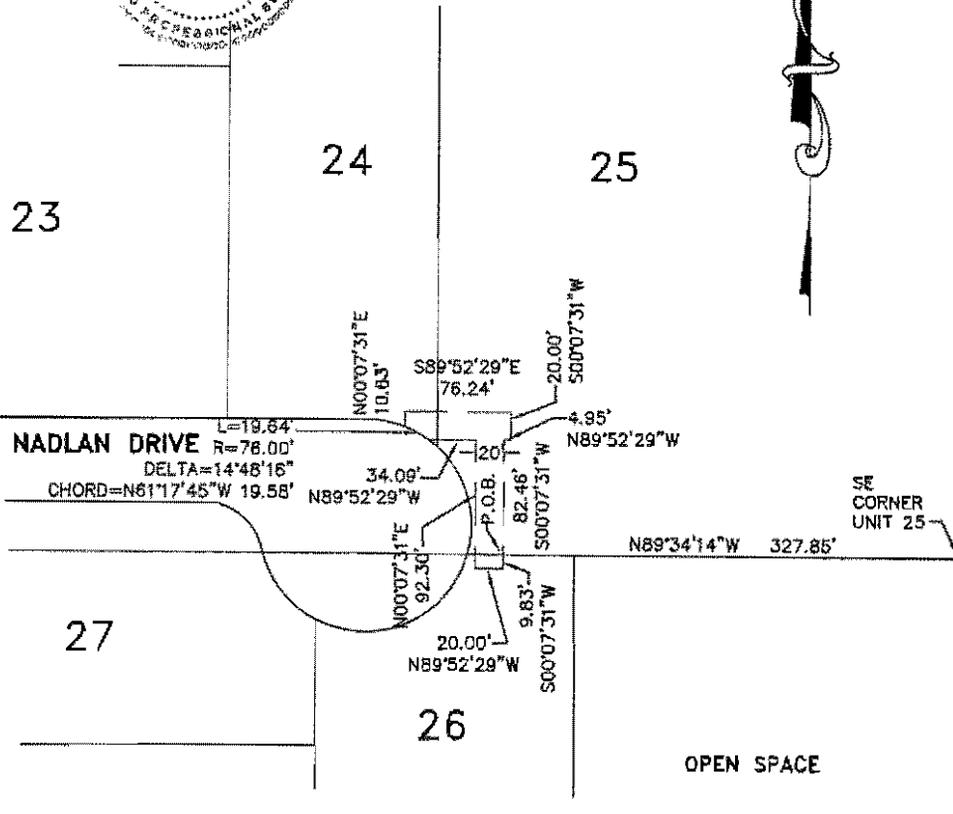
Land situated in Section 4 of the City of Novi, Oakland County, Michigan known as Units 24, 25 and 26 of Beck North Corporate Park – Phase II, Novi, according to the Master Deed dated May 5, 2005, and recorded in Liber 35825 Page 628, Oakland County Records, and designated as County Condominium Plan No. 1759.

OAKLAND.579377.2

*Ginger Michael Wallace*



**EXHIBIT B:**



**DESCRIPTION OF A 20' WIDE EASEMENT FOR WATER MAIN**

COMMENCING AT THE SOUTHEAST CORNER OF UNIT 25 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°34'14"W 327.85 FEET TO THE POINT OF BEGINNING;  
 THENCE S00°07'31"W 9.83 FEET; THENCE N89°52'29"W 20.00 FEET;  
 THENCE N00°07'31"E 92.30 FEET; THENCE N89°52'29"W 34.09 FEET;  
 THENCE 19.64 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 14°48'16", CHORD BEARING N61°17'45"W 19.58 FEET; THENCE N00°07'31"E 10.63 FEET; THENCE S89°52'29"E 76.24 FEET; THENCE S00°07'31"W 20.00 FEET; THENCE N89°52'29"W 4.95 FEET; THENCE S00°07'31"W 82.46 FEET TO THE POINT OF BEGINNING.

**ALPINE**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS  
46882 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

CLIENT: BECK NORTH CORPORATE PARK II LLC		DATE: 1-13-03
<b>WATER MAIN EASEMENT</b>		DRAWN BY: AGC
BECK NORTH CORPORATE PARK - PHASE II		CHECKED BY: GLM
SECTION: 4	TOWNSHIP: 1 N	RANGE: 8 E
CITY OF NOVI		SCALE: HQR 1"=100 FT. VER 1"= FT.
OAKLAND COUNTY		13
MICHIGAN		03-170

REVISED 3-30-06

**BILL OF SALE**

**KNOW AL MEN BY THESE PRESENTS**, that Nadlan II, L.L.C., a Michigan limited liability company, whose address is 26105 Lannys Road, Suite A, Novi, Michigan 48375, for the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply system and sanitary sewer system (the "Utilities"), under, across and through certain property situated in the City of Novi, Oakland County, Michigan, which is more particularly described on Exhibit A attached hereto (the "Property"), as such Utilities are contained in the easements and/or public right-of-ways therefore established, more particularly described on Exhibit B attached hereto.

In witness whereof, the undersigned has executed these presents this 3rd day of April, 2006.

**NADLAN II L.L.C.**,  
a Michigan limited liability company

By: Nadlan, L.L.C.,  
a Michigan limited liability company  
Its: Member

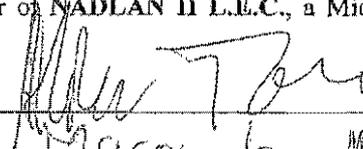
By: Richards- Pitt, L.L.C.,  
a Michigan limited liability company  
Its: member

By:   
\_\_\_\_\_  
Jeffrey Pitt  
Its: authorized member

"Grantor"

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this 03 day of April, 2006 by Jeffrey the authorized member of Richards-Pitt, L.L.C., a Michigan limited liability company, the member of Nadian, L.L.C., a Michigan limited liability company, the Member of **NADLAN II L.L.C.**, a Michigan limited liability company, on behalf of said limited liability company.

  
\_\_\_\_\_  
**ALINA TOUSAIN**  
Notary Public, Macomb County,  
Michigan  
Notary Public  
Macomb County, Michigan  
My commission expires: 01/18/2009

Drafted by:  
Demrie L. Wilkinson, Esq.  
Honigman Miller Schwartz and Cohn LLP  
32270 Telegraph Road, Suite 225  
Bingham Farms, MI 48025

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

**EXHIBIT A**

**PROPERTY**

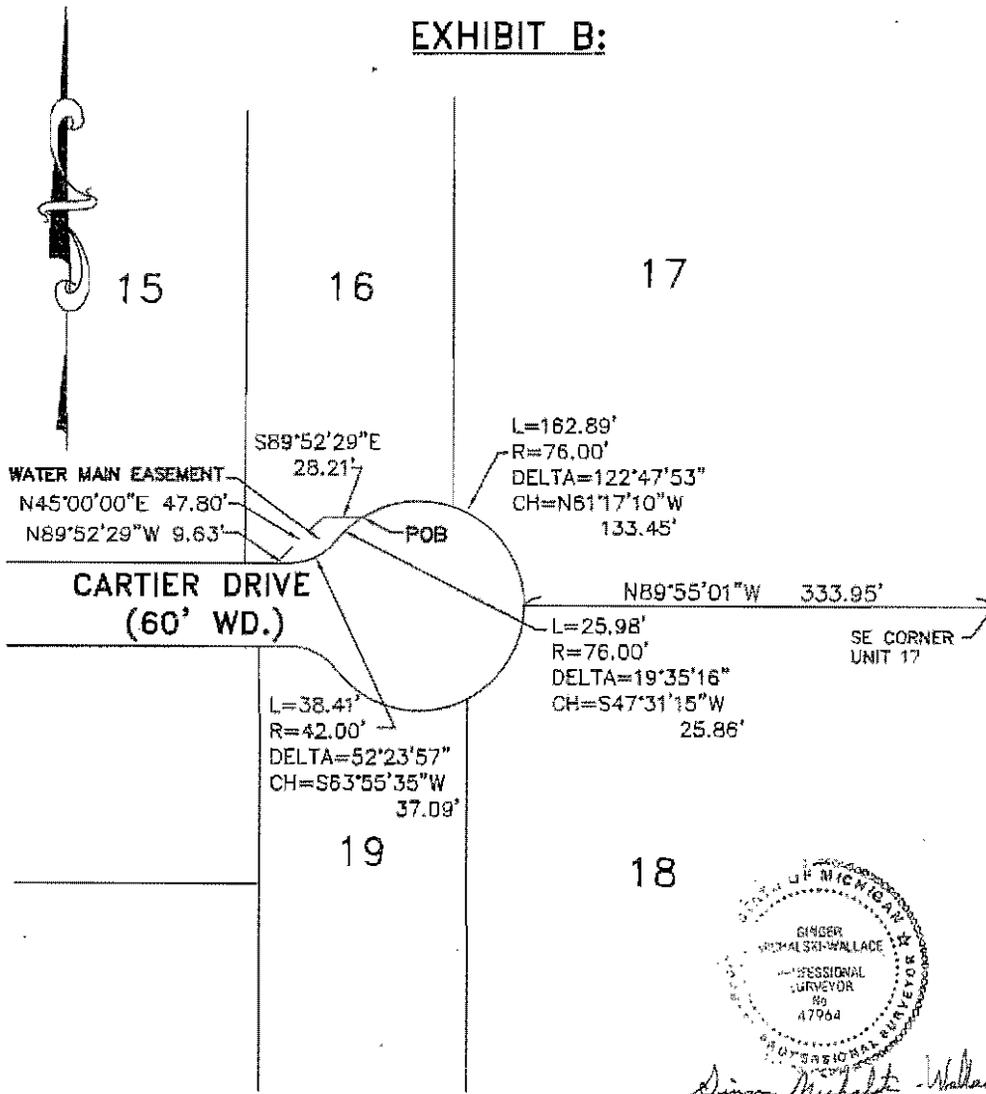
**PARENT PARCEL DESCRIPTION**

Land situated in Section 4 of the City of Novi, Oakland County, Michigan, known as Units 5, 12, 24-26, 16, 17, 18, and 19 of Beck North Corporate Park-Phase II, Novi, according to the Master Deed dated May 5, 2005, and recorded in Liber 35825, Page 628, Oakland County Records, and designated as County Condominium Plan No. 1759.

**EXHIBIT B**

**See Attached**

**EXHIBIT B:**



*Ginger Michael Wallace*

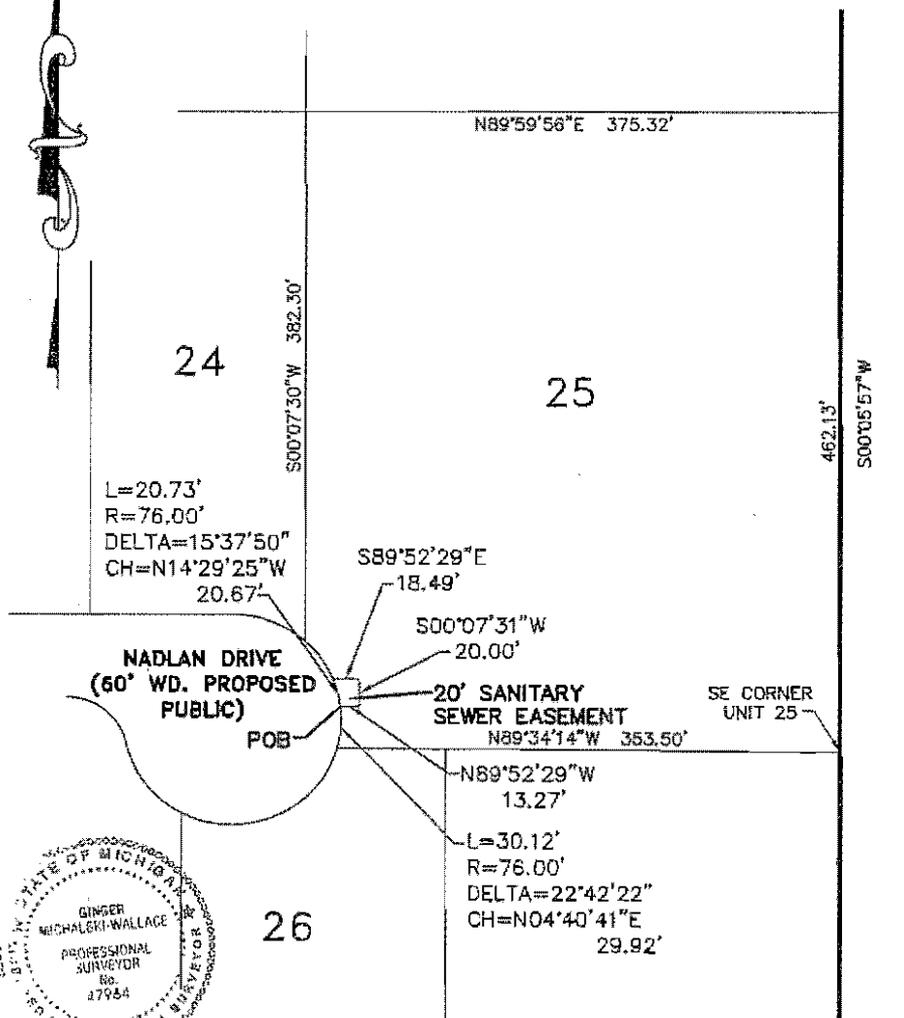
**VARIABLE WIDTH EASEMENT FOR WATER MAIN**  
 COMMENCING AT THE SOUTHEAST CORNER OF UNIT 17 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN; THENCE N89°55'01"W 333.95 FEET; THENCE 162.89 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 122°47'53", CHORD BEARING N61°17'10"W 133.45 FEET TO THE POINT OF BEGINNING; THENCE 25.98 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 19°35'16", CHORD BEARING S47°31'15"W 25.86 FEET; THENCE 38.41 FEET ALONG THE ARC OF A 42.00 FOOT RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE 52°23'57", CHORD BEARING S63°55'35"W 37.09 FEET; THENCE N89°52'29"W 9.63 FEET; THENCE N45°00'00"E 47.80 FEET; THENCE S89°52'29"E 28.21 FEET TO THE POINT OF BEGINNING, BEING PART OF UNIT 16 OF SAID BECK NORTH CORPORATE PARK - PHASE 2.

REVISED 3-30-06

**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 46882 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT: BECK NORTH CORPORATE PARK II LLC	DATE: 3-15-04
<b>WATER MAIN EASEMENT</b>	DRAWN BY: AGC
	CHECKED BY: CLM
BECK NORTH CORPORATE PARK - PHASE II SECTION: 4 TOWNSHIP: 1 N RANGE: B E CITY OF NOVI OAKLAND COUNTY MICHIGAN	SCALE: HOR 1"=100 FT. VER 1"=10 FT.
	0 50 100
FBK: 26	03-170
CHF:	

**EXHIBIT B:**



*Ginger Michalski-Wallace*

**20' WIDE EASEMENT FOR SANITARY SEWER**  
 COMMENCING AT THE SOUTHEAST CORNER OF UNIT 25 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°34'14"W 353.50 FEET; THENCE 30.12 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 22°42'22", CHORD BEARING N04°40'41"E 29.92 FEET TO THE POINT OF BEGINNING; THENCE 20.73 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 15°37'50", CHORD BEARING N14°29'25"W 20.67 FEET; THENCE S89°52'29"E 18.49 FEET; THENCE S00°07'31"W 20.00 FEET; THENCE N89°52'29"W 13.27 FEET TO THE POINT OF BEGINNING.

REVISED 3-30-06

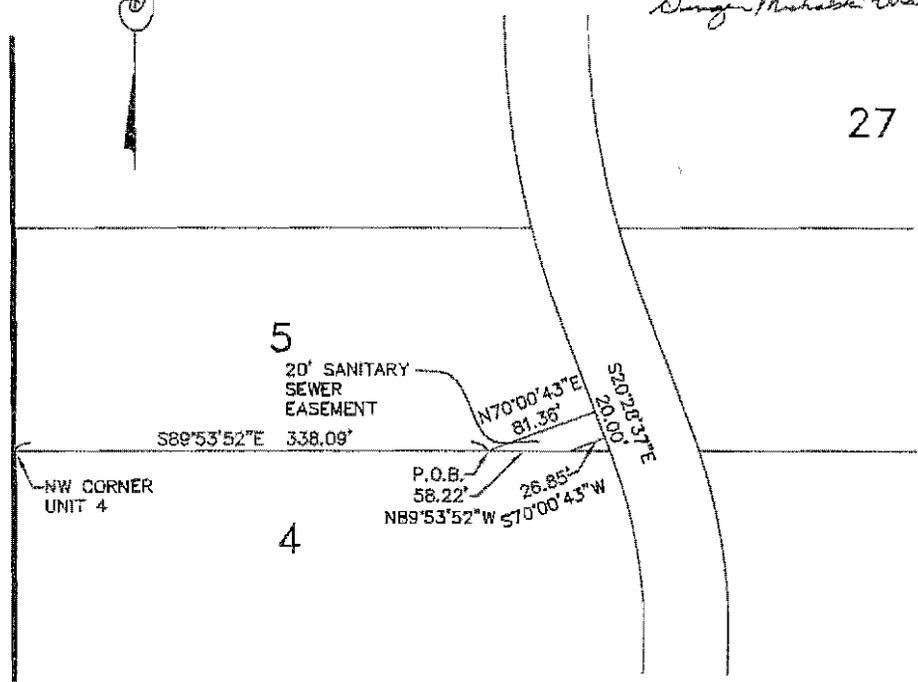
**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 48882 WEST ROAD  
 SUITE 109  
 NOVA, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT: <b>BECK NORTH CORPORATE PARK II LLC</b>	DATE: 3-15-04
<b>SANITARY SEWER EASEMENT</b>	DRAWN BY: AGC
<b>BECK NORTH CORPORATE PARK-- PHASE II</b>	CHECKED BY: GLM
SECTION: 4 TOWNSHIP: 1 N RANGE: 8 E	0 50 100
CITY OF NOVA OAKLAND COUNTY MICHIGAN	FBK: 23
	CHP: 03-12R
	SCALE HOR 1"=100 FT. VER 1"=

**EXHIBIT B:**



*Ginger Michalski-Wallace*



27

**VARIABLE WIDTH EASEMENT FOR SANITARY SEWER**  
 COMMENCING AT THE NORTHWEST CORNER OF UNIT 4 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE S89°53'52"E 338.09 FEET TO THE POINT OF BEGINNING;  
 THENCE N70°00'43"E 81.36 FEET; THENCE S20°28'37"E 20.00 FEET;  
 THENCE S70°00'43"W 26.85 FEET; THENCE N89°53'52"W 58.22 FEET TO THE POINT OF BEGINNING.

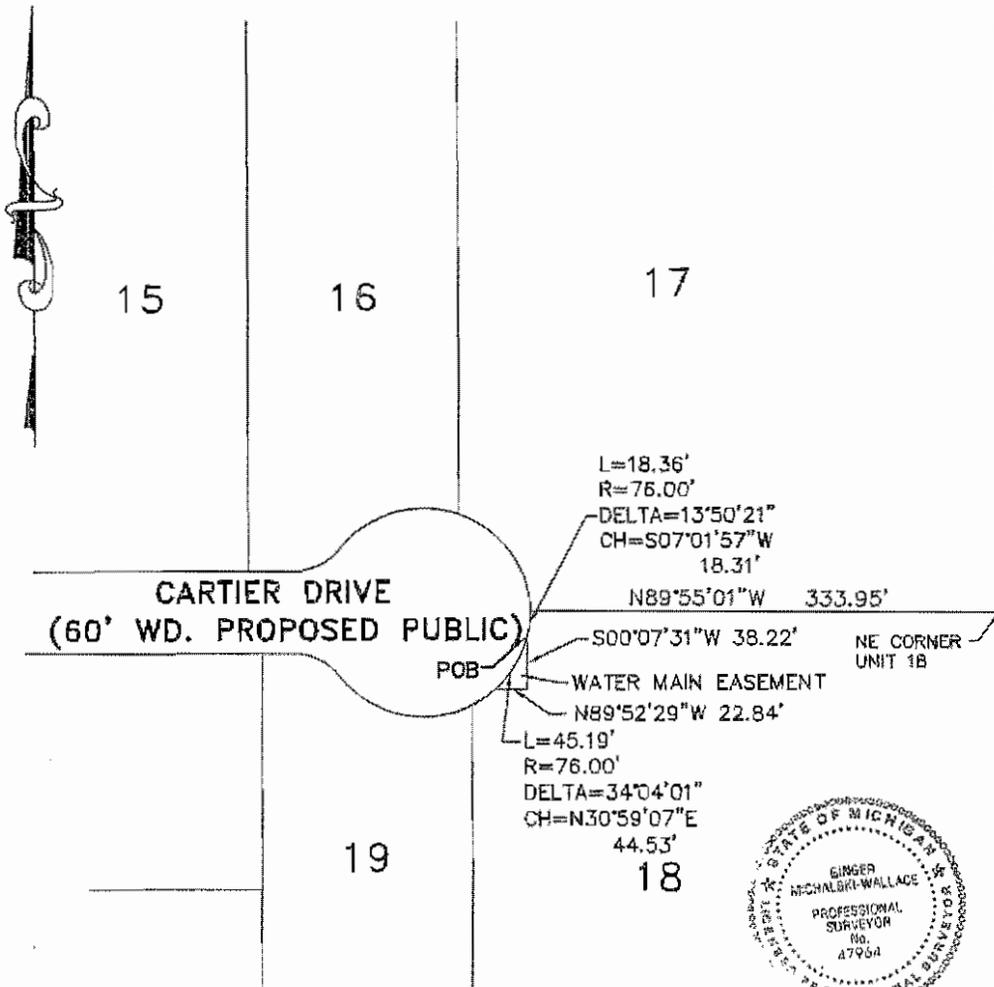


CLIENT: BECK NORTH CORPORATE PARK II LLC		DATE: 1-13-03	
SANITARY SEWER EASEMENT		DRAWN BY: ADC	
BECK NORTH CORPORATE PARK- PHASE II		CHECKED BY: GLM	
SECTION: 4 TOWNSHIP: 1 N RANGE: 8 E		0 50 100	
CITY OF NOVI OAKLAND COUNTY MICHIGAN		FSK: 15	
		CMF:	
		SCALE HOR 1"=100 FT. VER 1"= FT.	

REVISED 3-30-06

03-170

**EXHIBIT B:**



*Ginger Michalski-Wallace*

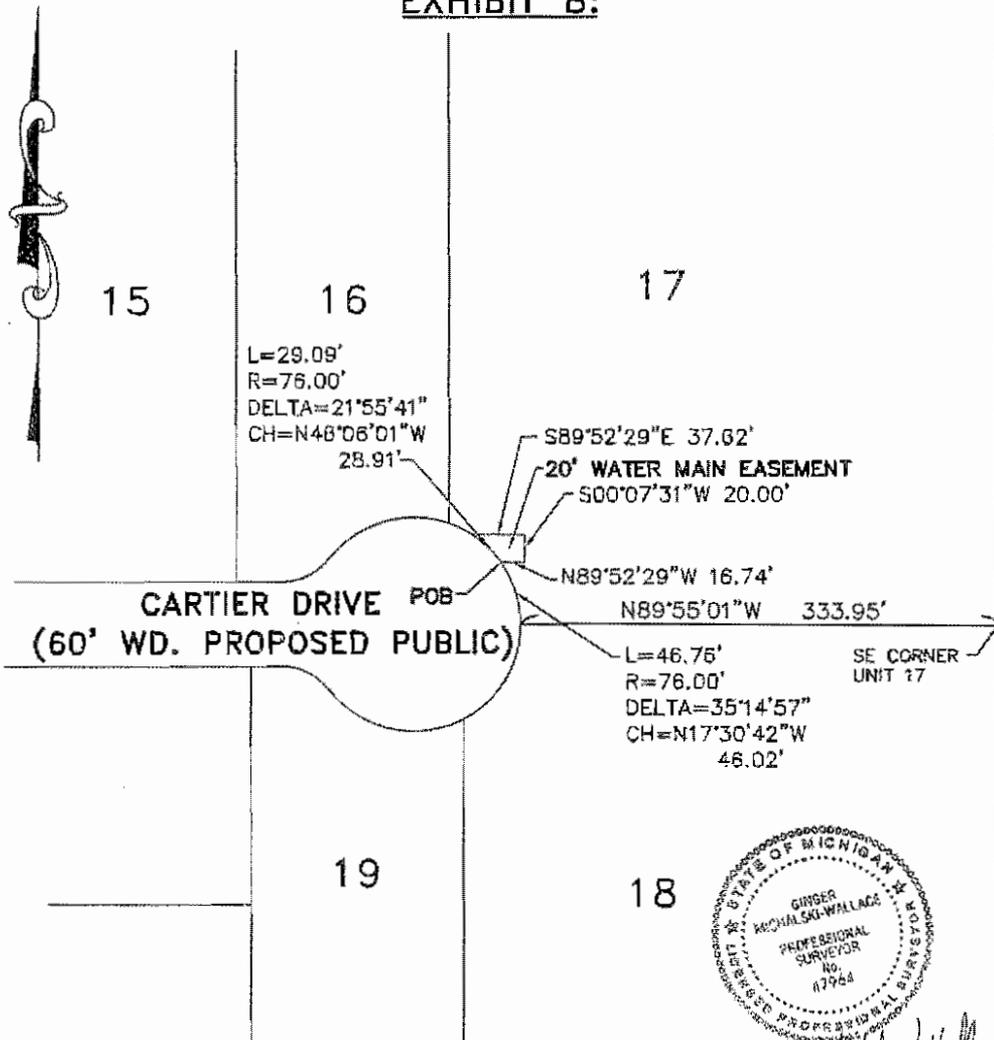
**VARIABLE WIDTH EASEMENT FOR WATER MAIN**  
 COMMENCING AT THE NORTHEAST CORNER OF UNIT 18 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°55'01"W 333.95 FEET; THENCE 18.36 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE 13°50'21", CHORD BEARING S07°01'57"W 18.31 FEET TO THE POINT OF BEGINNING; THENCE S00°07'31"W 38.22 FEET; THENCE N89°52'29"W 22.84 FEET; THENCE 45.19 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 34°04'01", CHORD BEARING N30°59'07"E 44.53 FEET TO THE POINT OF BEGINNING.

REVISED 3-30-05

**ALPINE**  
**ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 45892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT: <b>BECK NORTH CORPORATE PARK II LLC</b>	DATE: 3-15-04
<b>WATER MAIN EASEMENT</b>	DRAWN BY: ACC
<b>BECK NORTH CORPORATE PARK- PHASE II</b>	CHECKED BY: GLM
SECTION: 4 TOWNSHIP: 1 N RANGE: 5 E	0 50 100
CITY OF NOVI	FBK: 25
OAKLAND COUNTY	CHP:
MICHIGAN	SCALE HOR 1"=100 FT. VER 1"= FT.

**EXHIBIT B:**



*Ginger Michalski-Wallace*

**20' WIDE EASEMENT FOR WATER MAIN**  
 COMMENCING AT THE SOUTHEAST CORNER OF UNIT 17 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°55'01"W 333.95 FEET; THENCE 46.76 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 35°14'57", CHORD BEARING N17°30'42"W 46.02 FEET TO THE POINT OF BEGINNING; THENCE 29.09 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 21°55'41", CHORD BEARING N46°06'01"W 28.91 FEET; THENCE S89°52'29"E 37.62 FEET; THENCE S00°07'31"W 20.00 FEET; THENCE N89°52'29"W 16.74 FEET TO THE POINT OF BEGINNING.

**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 45892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

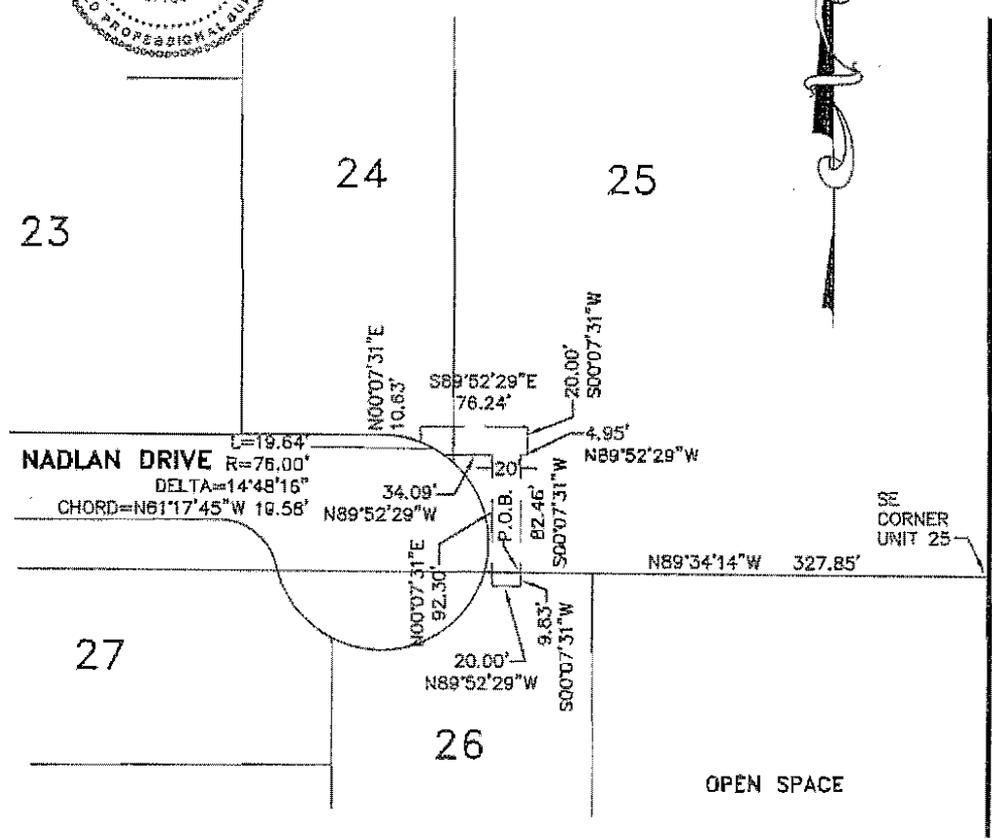
CLIENT: BECK NORTH CORPORATE PARK II LLC		DATE: 3-15-04
<b>WATER MAIN EASEMENT</b>		DRAWN BY: AGC
BECK NORTH CORPORATE PARK-- PHASE II		CHECKED BY: GLM
SECTION: 4	TOWNSHIP: 1 N	RANGE: 8 E
CITY OF NOVI		0 50 100
OAKLAND COUNTY		FBK: 24
MICHIGAN		CHF: 03-170
SCALE HOR 1"=100 FT. VER 1"= 10 FT.		

REVISED 3-30-06

*Ginger Michalski-Wallace*



**EXHIBIT B:**



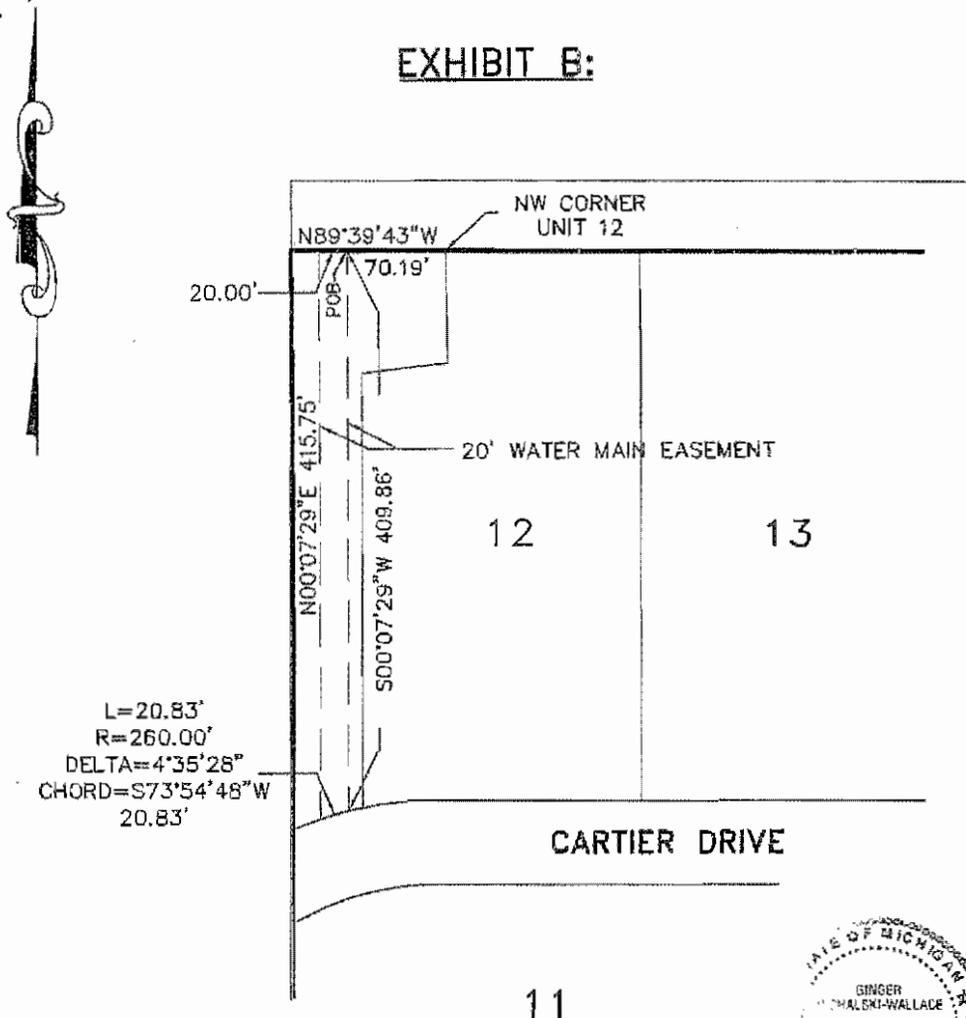
**DESCRIPTION OF A 20' WIDE EASEMENT FOR WATER MAIN**  
 COMMENCING AT THE SOUTHEAST CORNER OF UNIT 25 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°34'14"W 327.85 FEET TO THE POINT OF BEGINNING;  
 THENCE S00°07'31"W 9.83 FEET; THENCE N89°52'29"W 20.00 FEET;  
 THENCE N00°07'31"E 92.30 FEET; THENCE N89°52'29"W 34.09 FEET;  
 THENCE 19.64 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 14°48'16", CHORD BEARING N61°17'45"W 19.58 FEET; THENCE N00°07'31"E 10.63 FEET; THENCE S89°52'29"E 76.24 FEET; THENCE S00°07'31"W 20.00 FEET; THENCE N89°52'29"W 4.95 FEET; THENCE S00°07'31"W 82.46 FEET TO THE POINT OF BEGINNING.

**ALPINE**  
 ENGINEERING, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
 46892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT: BECK NORTH CORPORATE PARK II LLC		DATE: 1-13-03
<b>WATER MAIN EASEMENT</b>		DRAWN BY: AGC
BECK NORTH CORPORATE PARK- PHASE II		CHECKED BY: GLM
SECTION: 4	TOWNSHIP: 1 N	RANGE: 8 E
CITY OF NOVI OAKLAND COUNTY MICHIGAN		
SCALE: HOR 1"=100 FT. VER 1"=10 FT.		13

REVISED 3-30-06

**EXHIBIT B:**



L=20.83'  
 R=260.00'  
 DELTA=4°35'28"  
 CHORD=S73°54'48"W  
 20.83'



*Ginger Thaleki-Wallace*

**20' WIDE EASEMENT FOR WATER MAIN**  
 COMMENCING AT THE NORTHWEST CORNER OF UNIT 12 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°39'43"W 70.19 FEET TO THE POINT OF BEGINNING;  
 THENCE S00°07'29"W 409.86 FEET; THENCE 20.83 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 4°35'28", CHORD BEARING S73°54'48"W 20.83 FEET; THENCE N00°07'29"E 415.75 FEET; THENCE S89°39'43"E 20.00 FEET TO THE POINT OF BEGINNING.

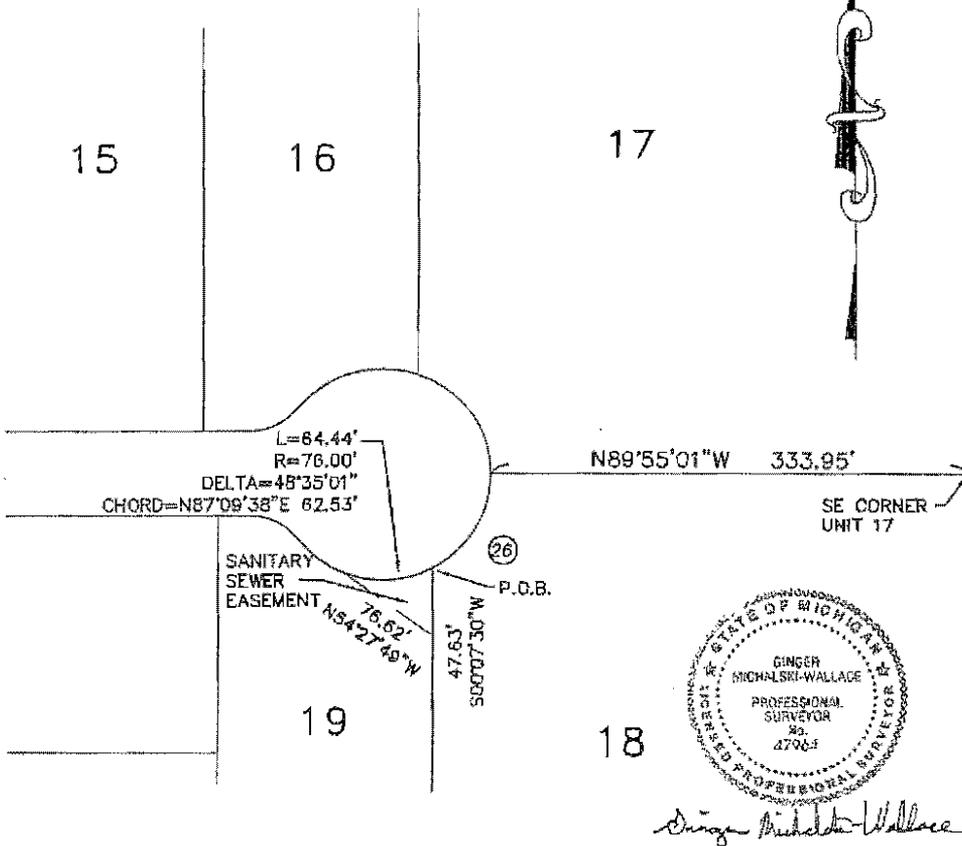
**ALPINE**  
 ENGINEERING, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS

46092 WEST ROAD  
 SUITE 109  
 NOV, MICHIGAN 48377  
 (248) 925-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT: BECK NORTH CORPORATE PARK II LLC		DATE: 4-2-04
<b>WATER MAIN EASEMENT</b>		DRAWN BY: ADC
BECK NORTH CORPORATE PARK- PHASE II		CHECKED BY: GLM
SECTION: 4	TOWNSHIP: 1 N	RANGE: B E
CITY OF NOV OAKLAND COUNTY MICHIGAN		0 50 100
FBK:	30	03-170
CHP:		
SCALE HOR 1"=100 FT. VER 1"= FT.		

REVISED 3-30-08

**EXHIBIT B:**



*Ginger Michalski-Wallace*

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
26	83.24	76.00	62°45'21"	S31°29'27"W	79.14

**VARIABLE WIDTH EASEMENT FOR SANITARY SEWER**  
 COMMENCING AT THE SOUTHEAST CORNER OF UNIT 17 OF BECK NORTH CORPORATE PARK, AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN;  
 THENCE N89°55'01"W 333.95 FEET; THENCE 83.24 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE 62°45'21", CHORD BEARING S31°29'27"W 79.14 FEET TO THE POINT OF BEGINNING; THENCE S00°07'30"W 47.63 FEET; THENCE N54°27'49"W 76.62 FEET; THENCE 64.44 ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE 48°35'01", CHORD BEARING N87°09'38"E 62.53 FEET TO THE POINT OF BEGINNING.

**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 45892 WEST ROAD  
 SUITE 108  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

REVISED 3-30-06

CLIENT: <b>BECK NORTH CORPORATE PARK II LLC</b>	DATE: 1-13-03
<b>SANITARY SEWER EASEMENT</b>	DRAWN BY: AGC
<b>BECK NORTH CORPORATE PARK-- PHASE II</b>	CHECKED BY: GLM
SECTION: 4 TOWNSHIP: 1 N RANGE: B E	0 50 100
CITY OF NOVI	FERK: 14
OAKLAND COUNTY	CHF:
MICHIGAN	SCALE: HQR 1"=100 FT. VER 1"= FT.

03-170