



# CITY of NOVI CITY COUNCIL

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

**Agenda Item F**  
**June 4, 2007**

**SUBJECT** Approval of the Right of Access to Maintain Private Sanitary Sewer System Agreement as part of the privately funded Cottisford Drive sanitary sewer extension project.

**SUBMITTING DEPARTMENT:** Engineering Department *EAH*

**CITY MANAGER APPROVAL:** *Ch*

|                        |     |
|------------------------|-----|
| EXPENDITURE REQUIRED   | N/A |
| AMOUNT BUDGETED        | N/A |
| APPROPRIATION REQUIRED | N/A |
| LINE ITEM NUMBER       | N/A |

### BACKGROUND INFORMATION:

Waad Seba, the developer of four parcels located north of Cottisford Drive and west of Novi Road, has extended sanitary sewer to serve the parcels. The developer worked with the Engineering Department to design and construct the sanitary sewer to ultimately serve the remainder of Cottisford Drive and all of Novi Township. The construction of the sanitary sewer is complete and the developer has presented the sanitary sewer to the City Engineer for acceptance along with the associated sanitary sewer easements across the parcels that front on Cottisford Drive. As part of the recent revisions to Chapter 26.5, the acceptance of the utilities is now handled by administrative review and approval, however agreements, such as the one discussed below, require City Council consideration.

In order to preserve as much of the woodland on the site as possible and because the parcels are located at the upstream end of the service area, the developer proposed to extend the sanitary sewer along Cottisford and onto his property. The parcels are then served by private sanitary sewer leads from a point just north of Cottisford. To address the long-term maintenance of the private leads, a Declaration of Sanitary Sewer Easement and Maintenance Agreement has been recorded by the developer on the four parcels. The attached Right of Access to Maintain Private Sanitary Sewer System Agreement is recommended for approval to allow the City to maintain the leads at the property owners' expense, should they fail to meet the obligations of the private Declaration of Sanitary Sewer Easement and Maintenance Agreement (attached for reference).

The documentation has been reviewed and found to be acceptable by the City Attorney's office (Secret-Wardle review letter dated May 2, 2007, attached) and the Engineering Department.

**RECOMMENDED ACTION:** Approval of the Right of Access to Maintain Private Sanitary Sewer System Agreement as part of the privately funded Cottisford Drive sanitary sewer extension project.

|                         | 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  |   |   |   |   |

# Location Map

## Cottisford Sanitary Sewer



**CITY OF NOVI**  
**ENGINEERING DIVISION**  
45175 W. NINE MILE ROAD  
NOVI, MI 48375  
(248) 347-0454  
WWW.C1NOVIM1.US



**MAP INTERPRETATION NOTICE**  
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

May 2, 2007

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 48375-3024

**Re: Novi Road & Cottisford Sanitary Sewer  
Dedication and Acceptance of Utilities  
Our File No. 660102 NOV1**

Dear Mr. Hayes:

We have received and reviewed the following documents relating to the Novi Road and Cottisford Sanitary Sewer:

1. Easement for Sanitary Sewer (Seba)
2. Easement for Sanitary Sewer (Brandt)
3. Bill of Sale (Sanitary Sewer Improvements)
4. Title Insurance Policies (Seba and Brandt)
5. Right of Access to Maintain Private Sanitary Sewer
6. Affidavit Towards Acceptance of Utilities
7. Declaration of Sanitary Sewer Easement and Maintenance Agreement
8. Maintenance and Guarantee Bond

**Conveyance Documents**

The Developer has constructed portions of public and portions of private sanitary sewer to serve certain residential properties he is developing.

The Declaration provides a private easement for operation, maintenance and repair of the private sewer serving parcels 22-27-476-034, 035, 036, and 037 by the property owners of those parcels. In connection with the Declaration, the Right of Access provides the City an easement and a right to enter upon the private sanitary sewer easement to maintain and repair the sanitary sewer in the event that the property owners fail to do so. The cost of such maintenance and repair may then be billed to the property owners and if unpaid, placed on the delinquent tax roll for collection. This is an agreement similar to Storm Drainage Facility Maintenance Easement Agreement the City currently requires with

Rob Hayes, City Engineer  
May 2, 2007  
Page 2


respect to private storm sewer facilities. Because it requires signature by the City, it should be placed on a City Council Agenda for approval.

Two public easements and a Bill of Sale have been provided with respect to those portions of the sanitary sewer to be public. The easements are acceptable in form and content, subject to the Clerk's Office printing the grantors' names beneath their signatures in black ink. Ownership has been confirmed with the appropriate title work and all required mortgagees "consents" have been provided. If all inspections have been completed and the utilities approved by Engineering, these easements may be accepted by Acknowledgement of Acceptance by the Engineering Department pursuant to Chapter 26.5 of the Code of Ordinances.

It is our understanding that Engineering has forwarded all original documents to the City Clerk's Office. Once approved and accepted by Affidavit of the City Engineer, the original Easements and Right of Access should be recorded with the Oakland County Register of Deeds. The Bill of Sale, Maintenance and Guarantee Bond, and the Title Policies should be maintained in the City's file. The Declaration is a document between private property owners and has already been properly recorded.

Should you have any questions or concerns in regard to this matter, please feel free to contact me.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Marina Neumaier, Assistant Director of Finance (w/o Enclosures)  
Brian Coburn, Civil Engineer (w/Enclosures)  
Dave Bluhm, Spalding DeDecker (w/o Enclosures)  
Sarah Marchioni, Building Department (w/o Enclosures)  
Waad Seba, Developer (w/o Enclosures)  
Thomas R. Schultz, Esquire (w/o Enclosures)

RIGHT OF ACCESS TO MAINTAIN PRIVATE  
SANITARY SEWER SYSTEM AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of October 2006, by and between Waad and Laura Seba, husband and wife, whose address is 28818 Greening, Farmington Hills, MI 48334, and their successors, assigns, or transferees of the Property (as defined below) (hereinafter the "Owners"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

R E C I T A T I O N S:

A. Owners are the current owners of certain parcels of land situated in the City of Novi, Oakland County, Michigan and more particularly described on Exhibit A, bearing Sidwell No. 22-27-476-034 (Parcel A), Exhibit B, bearing Sidwell No. 22-27-476-037 (Parcel B), Exhibit C, bearing Sidwell No. 22-27-476-036 (Parcel C), and Exhibit D, bearing Sidwell No. 22-27-476-035 (Parcel D) (together, the "Property").

B. To facilitate development of Parcels B through D, Owners desire to create an easement for the construction, operation, maintenance, repair, and replacement of a sanitary sewer on Parcel A as depicted and described on Exhibit E ("Easement Area"). in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, Owners hereby covenant and agree that Owners shall, at their own expense and, for so long as they own Parcels B through D, perpetually preserve, maintain, and repair the private sanitary sewer system to insure that the same continue to function as intended. For so long as they own Parcels B through D, Owners shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for the private sanitary sewer system to insure that the physical condition and intended function of such facilities shall be preserved and maintained.

In the event that Owners shall at any time fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the private sanitary sewer system in reasonable order and condition, the City may serve written notice upon the then-current Owners of Parcels B through D, setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing the then current Owners of Parcels B through D an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure

corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City plus an administrative fee in an amount equivalent to fifteen percent (15%) of the total of all such costs and expenses incurred, shall be paid by the then current Owners of Parcels B through D within thirty (30) days of a billing to the then current Owners. All unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the then current Owners of Parcels B through D, and, in such event, the then current Owners of parcels B through D shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described to the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This Agreement shall run with the land and be binding upon all Owners of Parcels B through D, their agents, heirs, successors, assigns and transferees. An Owner of Parcels B through D shall have no obligations under this Agreement once such Owner has sold, assigned and/or otherwise transferred such Owner's interest in and to a particular Parcel, such being the obligations of such Owner's successors, assigns and/or transferees.

*{Signature Page Follows}*

IN WITNESS WHEREOF, Owners have executed this Agreement as at the day and year first above set forth.

OWNERS

Waad Seba  
Waad Seba

Laura Seba  
Laura Seba

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2007 by Waad Seba and Laura Seba, husband and wife.

Robert B. Bourbonnais  
Notary Public  
Oakland County, Michigan

ROBERT B. BOURBONNAIS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Nov 18, 2013  
ACTING IN COUNTY OF OAKLAND

My commission expires: \_\_\_\_\_

WITNESS:

CITY OF NOVI  
A municipal corporation

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

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

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2006, by, \_\_\_\_\_, on behalf of the City of Novi, a municipal corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My commission expires: \_\_\_\_\_

Drafted by and after recording,  
return to:

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

EXHIBIT A  
PARCEL A  
SIDWELL 22-27-476-034

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

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE, IN PART ALONG THE NORTH LINE OF BROOKLAND FARMS (REC L. 81, P.30) S.89°57'00"W., 325.00' TO THE POINT OF BEGINNING; THENCE S.00°15'00"W., 34.75'; THENCE, ALONG A CURVE TO THE LEFT RADIUS 217.92, CENTRAL ANGLE 29°45'47" (THE CHORD OF SAID CURVE BEAR N.75°10'07"W., 111.93') A DISTANCE OF 113.20'; THENCE N.00°03'00"E., 6.00'; THENCE, N.89°57'00"E., 28.36'; THENCE N.00°15'00"E., 300.00'; THENCE N.89°57'02"E., 125.00'; THENCE S.00°15'00"W., 293.74'; THENCE, S.89°57'00"W., 45.00'; THENCE S.00°15'00"W., 6.26' TO THE POINT OF BEGINNING CONTAINING 0.89 ACRES SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

DECEMBER 10, 2004  
JANUARY 5, 2005  
REVISED MAY 2, 2005  
REVISED OCTOBER 30, 2006

20041105



EXHIBIT B  
PARCEL B  
SIDWELL 22-27-476-037

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

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 6.26' TO THE POINT OF BEGINNING; THENCE, S.89°57'00"W., 220.00'; THENCE N.00°15'00"E., 93.74'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 220.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 93.74'; TO THE POINT OF BEGINNING. CONTAINING 0.47 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTION OF RECORD.

NOVEMBER 24, 2004  
REVISED OCTOBER 30, 2006  
20041105

EXHIBIT C  
PARCEL C  
SIDWELL 22-27-476-036

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

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 100.00' TO THE POINT OF BEGINNING; THENCE, S.89°57'02"W., 220.00'; THENCE N.00°15'00"E., 100.00'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 220.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 100.00'; TO THE POINT OF BEGINNING. CONTAINING 0.50 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTION OF RECORD.

NOVEMBER 24, 2004  
REVISED JANUARY 5, 2005  
REVISED OCTOBER 30, 2006  
20041105

EXHIBIT D  
PARCEL D  
SIDWELL 22-27-476-035

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

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 200.00' TO THE POINT OF BEGINNING; THENCE, S.89°57'02"W., 220.00'; THENCE N.00°15'00"E., 100.00'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 220.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 100.00'; TO THE POINT OF BEGINNING. CONTAINING 0.50 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTION OF RECORD.

NOVEMBER 24, 2004  
REVISED JANUARY 5, 2005  
REVISED OCTOBER 30, 2006  
20041105

EXHIBIT E

EASEMENT FOR SANITARY SEWER LEADS  
PARCEL A

AN EASEMENT FOR SANITARY SEWER PURPOSE OVER, UNDER AND ACROSS PART OF THE SOUTHEAST 114 OF SECTION 27, T.1 N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, SAID EASEMENT BEING 10.00' IN WIDTH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, TAN., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE, IN PART ALONG THE NORTH LINE OF BROOKLAND FARMS (REC L. 81, P.30) S.89°57'00"W., 280:00'; THENCE N.00°15'00"E., 6.26'; TO THE POINT OF BEGINNING OF THE EASEMENT FOR SANITARY SEWER; THENCE, S.89°57'00"W., 20.00'; THENCE, N.00°15'00"E., 229.05'; THENCE S. 89°45'00"E., 20.00'; THENCE, S.00°15'00"W., 228.95' TO THE POINT OF BEGINNING.

Sidwell No. 22-27-476-034

COPY



52676  
LIBER 38904 PAGE 433  
125.00 HISC RECORDING  
\$4.00 REINDEXATION  
03/21/2007 11:48:40 A.M. RECEIPTS 2007

PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

DECLARATION OF SANITARY SEWER EASEMENT  
AND MAINTENANCE AGREEMENT

Waad F. Seba and Laura Seba, husband and wife, whose address 28818 Greening, Farmington Hills, MI 48334 ("Grantors") are owners of certain real property located in the City of Novi, Michigan and more particularly described on Exhibit A bearing Sidwell No. 22-27-476-034 (Parcel A), Exhibit B bearing Sidwell No. 22-27-476-037 (Parcel B), Exhibit C bearing Sidwell No. 22-27-476-036 (Parcel C), and Exhibit D bearing Sidwell No. 22-27-476-035 (Parcel D). Grantors hereby declare, grant and convey an easement to provide for the construction, operation, maintenance, repair, and replacement of a sanitary sewer, upon the terms and conditions stated below:

1. Background. Grantors own Parcels A, B, C and D, which are situated near the intersection of Novi Road and Cottisford Road in the Novi, Oakland County, Michigan. To facilitate development of Parcels A through D, Grantors desire to create an easement for the construction, operation, maintenance, repair, and replacement of a sanitary sewer on Parcel A as depicted and described on Exhibit E ("Easement Area").

2. Transfer Tax. This Easement is exempt from transfer tax pursuant to MCL 207.505(a). MCL 207.526(2)

3. Declaration of Easement. Grantors hereby declare, grant and reserve an easement for the construction, operation, maintenance, repair, and replacement of a sanitary sewer over and across the Easement Area ("Easement"), which Easement shall be deemed appurtenant and shall run with the land for the benefit of Parcels B, C and D. The Easement shall be nonexclusive.

4. Use. The easement rights granted herein shall be limited to the construction, operation, maintenance, repair, and replacement of a sanitary sewer, and for no other purpose by the owners of Parcels B, C and D. The owners of Parcels B, C and D may use the Easement Area only for purposes not inconsistent with the easement rights granted herein.

5. Insurance. In consideration of the easement rights granted herein, the owners of Parcels B, C and D shall obtain and maintain liability insurance to cover any liabilities that arise as a result of the use by the owner of each benefited Parcel of the Easement and

OPRE  
photo

the owner of each benefited Parcel's liability policy shall name the owner of Parcel A as an insured party for the owner of the benefited Parcel's use of the Easement.

6. Indemnification. The owners of Parcels B, C and D shall indemnify and hold the owner of Parcel A harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any actions or omissions within, use of, or around the Easement, by an owner of Parcels B, C or D, or by their agents, guests, invitees, employees, representatives, or contractors.

7. Maintenance and Repair. The owners of Parcels B, C and D shall perpetually preserve, maintain and repair the private sanitary sewer system and shall bear the full cost of preserving, maintaining and repairing that system.

8. Recordation. This Easement has been prepared in a form that will permit recording by any party with the Oakland County Register of Deeds.

GRANTORS

Waad F. Seba


Laura Seba

STATE OF MICHIGAN )  
OAKLAND COUNTY )

Acknowledged before me in Oakland County, Michigan on MARCH 20th 2007 by ~~2006~~  
Waad F. Seba and Laura Seba, husband and wife.

/s/ \_\_\_\_\_

Notary public, State of Michigan, County of OAKLAND.  
My commission expires

  
ROBERT B. BOURBONNAIS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Nov 18, 2013  
ACTING IN COUNTY OF OAKLAND

Prepared by and when recorded return to:

Ruben Acosta  
535 Griswold, Suite 1000  
Detroit, MI 48226

EXHIBIT A  
PARCEL A  
SIDWELL 22-27-476-034

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

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE, IN PART ALONG THE NORTH LINE OF BROOKLAND FARMS (REC L. 81, P.30) S.89°57'00"W., 325.00' TO THE POINT OF BEGINNING; THENCE S.00°15'00"W., 34.75'; THENCE, ALONG A CURVE TO THE LEFT RADIUS 217.92, CENTRAL ANGLE 29°45'47" (THE CHORD OF SAID CURVE BEAR N.75°10'07"W., 111.93') A DISTANCE OF 113.20'; THENCE N.00°03'00"E., 6.00'; THENCE, N.89°57'00"E., 28.36'; THENCE N.00°15'00"E., 300.00'; THENCE N.89°57'02"E., 125.00'; THENCE S.00°15'00"W., 293.74'; THENCE, S.89°57'00"W., 45.00'; THENCE S.00°15'00"W., 6.26' TO THE POINT OF BEGINNING CONTAINING 0.89 ACRES SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

DECEMBER 10, 2004  
JANUARY 5, 2005  
REVISED MAY 2, 2005  
REVISED OCTOBER 30, 2006

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EXHIBIT B  
PARCEL B  
SIDWELL 22-27-476-037

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

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 6.26' TO THE POINT OF BEGINNING; THENCE, S.89°57'00"W., 220.00'; THENCE N.00°15'00"E., 93.74'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 220.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 93.74'; TO THE POINT OF BEGINNING. CONTAINING 0.47 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTION OF RECORD.

NOVEMBER 24, 2004  
REVISED OCTOBER 30, 2006  
20041105



EXHIBIT C  
PARCEL C  
SIDWELL 22-27-476-036

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

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 100.00' TO THE POINT OF BEGINNING; THENCE, S.89°57'02"W., 220.00'; THENCE N.00°15'00"E., 100.00'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 220.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 100.00'; TO THE POINT OF BEGINNING. CONTAINING 0.50 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTION OF RECORD.

NOVEMBER 24, 2004  
REVISED JANUARY 5, 2005  
REVISED OCTOBER 30, 2006  
20041105

EXHIBIT D  
PARCEL D  
SIDWELL 22-27-476-035

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

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE, ALONG THE EAST LINE OF SAID SECTION 27 AND CENTERLINE OF NOVI ROAD, N.00°15'00"E., 653.80'; THENCE S.89°57'00"W., 60.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY OF NOVI ROAD, N.00°15'00"E., 200.00' TO THE POINT OF BEGINNING; THENCE, S.89°57'02"W., 220.00'; THENCE N.00°15'00"E., 100.00'; THENCE N.89°57'02"E., TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, 220.00'; THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD, S.00°15'00"W., 100.00'; TO THE POINT OF BEGINNING. CONTAINING 0.50 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTION OF RECORD.

NOVEMBER 24, 2004  
REVISED JANUARY 5, 2005  
REVISED OCTOBER 30, 2006  
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