



## CITY of NOVI CITY COUNCIL

**Agenda Item L**  
**March 27, 2017**

**SUBJECT:** Acceptance of a Quit Claim Deed from Secure Development Properties, LLC for the conveyance of remaining interest in the 50 foot half width right-of-way, if any, along the south side of Grand River Avenue west of Taft Road as part of the Paradise Park commercial development; and approval to execute a Quit Claim Deed conveying said right-of-way to the Road Commission for Oakland County.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division GDM

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

Secure Development Properties, LLC, the developer of Paradise Park, formerly known as Novi Family Fun Park, is requesting the acceptance of a Quit Claim Deed conveying the remaining interest that the property owner may have, if any, in the 50-foot half-width right-of-way along the south side of Grand River Avenue along the frontage of Paradise Park per the approved site plan.

The above deed for the right-of-way will be dedicated to the Road Commission for Oakland County as Grand River Avenue is under their jurisdiction.

The enclosed Quit Claim Deed has been favorably reviewed by the City Attorney (Beth Saarela's March 9, 2017 letter) and is recommended for approval.

**RECOMMENDED ACTION:** Acceptance of a Quit Claim Deed from Secure Development Properties, LLC for the conveyance of remaining interest in the 50 foot half width right-of-way, if any, along the south side of Grand River Avenue west of Taft Road as part of the Paradise Park commercial development; and approval to execute a Quit Claim Deed conveying said right-of-way to the Road Commission for Oakland County.

# Location Map

Paradise Park

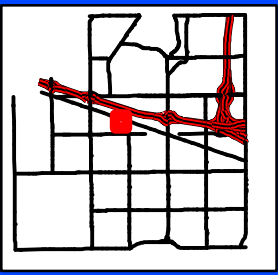
Proposed 50' R.O.W.

Grand River Ave

Andes Hills Ct



Map Author: Theresa Bridges  
Date: March 20, 2017  
Project:  
Version #:  
Amended By:  
Date:  
Department:  
**MAP INTERPRETATION NOTICE**  
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi.  
Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



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

0 40 80 160 240  
Feet  
1 inch = 208 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

March 9, 2017

George D. Melistas, Engineering Senior Manager  
CITY OF NOVI  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**Re: Paradise Park SP 03-57B  
Acceptance Documents**

Dear Mr. Melistas:

We have received and reviewed the following documents for Valencia South:

- Water System Easement (**Approved**)
- Sanitary Sewer System Easement (**Approved**)
- On-Site Sidewalk Easement (**Approved**)
- Bill of Sale – Water and Sanitary Sewer (**Approved**)
- Quit Claim Deed – Grand River ROW (**Approved**)
- Emergency Access Easement (**Approved**)
- Easement for Storm Water and Surface Drainage (**Approved**)
- Title Commitment

**Water and Sanitary Sewer System Easements**

Secure Development Properties, LLC, seeks to convey the Water System Easement and Sanitary Sewer System Easement and corresponding Bill of Sale for water main and sanitary sewer facilities serving the Paradise Park Site. We have reviewed and approve the format and language of the above Water System and Sanitary Sewer System Easements and corresponding Bill of Sale. The easement documents are consistent with the title commitment provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

It is our understanding that based on the age of the project and acceptable operation of the water and sanitary sewer facilities since their installation, the property owner will be requesting a waiver of the Maintenance and Guarantee Bond requirement relating to the water and sanitary sewer facilities.

### **Easement for Storm Water and Surface Drainage**

The Easement for Storm Water and Surface Drainage has been provided for the purpose of allowing storm water and surface drainage from the adjacent Gatsby's site to flow over and through the Paradise Park Property into the detention basin serving the both properties. The Easement for Storm Water and Surface Drainage is a private easement between the property owner and the owner of the adjacent Gatsby's parcel. The Easement for Storm Water and Surface Drainage is acceptable as provided. The exhibits have been reviewed and approved by the City's Engineering Division. The Easement for Storm Water and Surface Drainage does not require City Council approval and may be forwarded to the Register of Deeds for recording with the Water and Sanitary Sewer System Easements.

### **Emergency Access Easement**

The Emergency Access Easement has been provided for the purpose of authorizing police, fire and other emergency service providers to enter onto the property, as needed, for emergency purposes. The Emergency Access Easement is in the standard easement format for emergency access and is acceptable as provided. The exhibits have been reviewed and approved by the City's Engineering Division. The Emergency Access Easement does not require City Council approval and is for the benefit of any and all emergency service providers, public or private. The Emergency Access Easement may be forwarded to the Register of Deeds for recording with the Water and Sanitary Sewer System Easements.

### **Quit Claim Deed**

The Quit Claim Deed provided to the City for the adjacent Grand River Road Right-of-Way is acceptable. Because the property owner's engineer provided an old citation to a prior conveyance of right-of-way to the City, and the prior conveyance of right-of-way was not available to access online to confirm the scope of the conveyance, a quit claim deed was provided for the right-of-way instead of a warranty deed. The Quit Claim Deed will convey the remaining interest that the property owner has in the 50 ½' right-of-way, if any.

The City's Engineering Division has reviewed and approved the legal description of the Grand River Right-of-Way. The Quit Claim Deed may be placed on an upcoming City Council Agenda for acceptance. Once accepted by City Council, the Quit Claim Deed should be recorded with the Oakland County Register of Deeds in the usual manner.

We have also enclosed a Quit Claim Deed to the Board of County Road Commissioners pursuant to which the City should convey the Grand River Road Right-of-Way to the County for on-going operation and maintenance.

Once accepted pursuant to Affidavit of the City Engineer, the Water and Sanitary Sewer System Easements should be recorded with the Oakland County Register of Deeds in the usual manner. The Bill of Sale and Title Commitment should be retained in the City's file. The Quit Claim Deed should be should also be recorded with the Oakland County Register of Deeds once accepted by City Council. The Quit Claim Deed to the Board of County Road Commissioners, once executed

George Melistas, Engineering Manager

March 9, 2017

Page 3

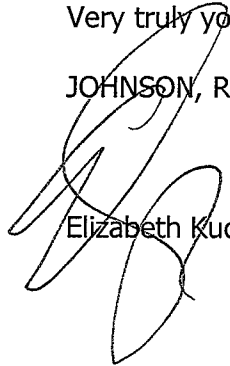
by the City, should be returned to my attention to forward to counsel for the Board of County Road Commissioners.

The Emergency Access Easement and Easement for Storm Water and Surface Drainage do not require further City Council action and should be forwarded to the Register of Deeds for recording.

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk (w/Enclosures-Originals to follow by Interoffice Mail)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Kirsten Mellem, Planner (w/Enclosures)  
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)  
Aaron Staup, Construction Engineer (w/Enclosures)  
Theresa Bridges, Civil Engineer (w/Enclosures)  
Darcy Rechten, Staff Engineer (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Jeff Wainwright, Secure Development Properties, LLC (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that SECURE DEVELOPMENT PROPERTIES, LLC, whose address is 45799 GRAND RIVER AVE, NOVI, MI. 48374, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

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

Tax Identification Number: 22-16-451-046

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

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

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

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

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

Parcel No. 22-16-451-046

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

IN WITNESS WHEREOF, the undersigned Grantor has affixed HIS signature this day of SEPT. 28, 2016.

GRANTOR:  
SECURE DEVELOPMENT PROPERTIES <sup>LCC.</sup>  
Michigan COMPANY.

By Jeff L. Warkent <sup>(its:)</sup>  
Jeff L. Warkent

STATE OF MICHIGAN )

) ss.

COUNTY OF OAKLAND )

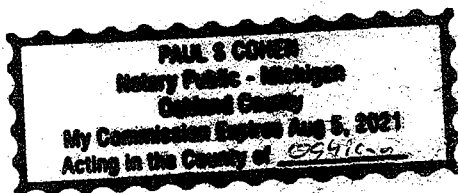
On this 28 day of September, 2016, before me, personally appeared the above named Jeff Warkent, the owner of Secure Development Properties LLC to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as Michigan free act and deed. <sup>\*1a</sup>

Paul S. Cover  
Notary Public,  
Acting in Oakland County, MI  
My commission expires: 8/5/21

\*Secure Development, LLC  
Property

THIS INSTRUMENT DRAFTED BY:  
Elizabeth K. Saarela, Esquire  
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331

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



**CONSENT TO EASEMENT**

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated 9/28, 2016, attached hereto and incorporated as Exhibit A, whereby Secure Development Properties, LLC grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

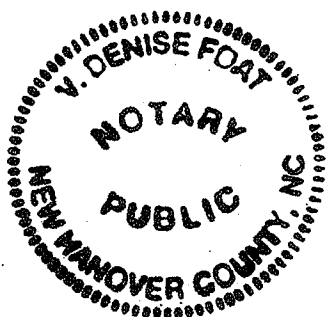
17th IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the day of Feb, 2017

**Live Oak Bank**, a North Carolina corporation

By: [Signature]  
(Print Name: Sally Menting)  
Its: Construction Division  
mgr.

STATE OF North Carolina )  
) ss.  
COUNTY OF New Hanover )

The foregoing Consent to Easement was acknowledged before me this 17 day of February, 2017, by Sally Menting, the CDM of Live Oak Bank, a North Carolina Corp.



[Signature]  
Notary Public  
Acting in Wilkinson, North Carolina  
My commission expires: 6/9/21



# EXHIBIT A

Job No.03-010  
March 24, 2004

## LEGAL DESCRIPTION OVERALL SUBJECT PARCEL

A part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the POINT OF BEGINNING; thence South 00°59'48" West, 330.24 feet, along the West line of said "Andes Hills Condominium", to the Southwest corner of said "Andes Hills Condominium"; thence Due West, 545.99 feet (previously described as 545.94 feet); thence North 00°42'26" East, 329.38 feet (previously described as 328.96 feet); thence North 89°54'44" East, 144.79 feet (previously described as 144.63 feet); thence North 00°59'30" East, 826.59 feet (previously described as 826.52 feet), to the centerline of Grand River Avenue right-of-way; thence South 71°06'18" East, 284.26 feet, along the centerline of said Grand River Avenue right-of-way; thence South 00°59'30" West, 360.01 feet; thence South 71°06'18" East, 139.07 feet; thence South 00°59'45" West, 328.86 feet, to the Point of Beginning. All of the above containing 10.053 Acres. All of the above being subject to the rights of the public in Grand River Avenue. All of the above being subject to easements, restrictions, and right-of-ways of record.  
Sidwell No.'s 22-16-451-009, 22-16-451-046

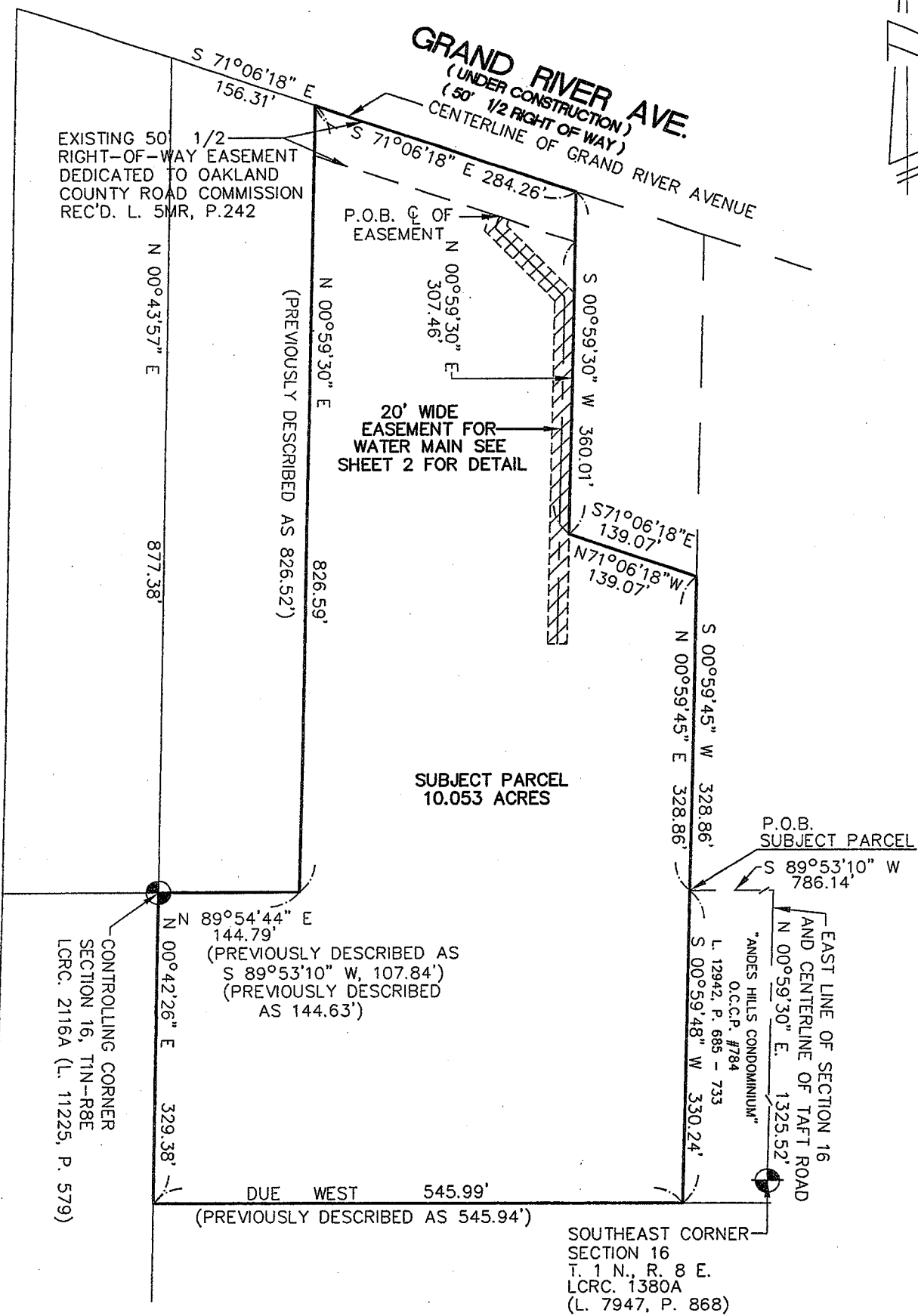
## EXHIBIT B

Job No.03-010  
March 24, 2004

### LEGAL DESCRIPTION EASEMENT FOR WATER MAIN

A 20' wide easement for Water Main being part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the Point of Beginning of the Subject Parcel; thence North 00°59'45" East, 328.86 feet, along the Easterly line of the Subject Parcel; thence North 71°06'18" West, 139.07 feet, along the Northerly line of the Subject Parcel, thence North 00°59'30" East, 307.46 feet along the Easterly line of the Subject Parcel; thence North 71°06'18" West, 82.62 feet, to the POINT OF BEGINNING; thence South 18°53'42" West, 11.95 feet; thence South 44°00'30" East, 102.24 feet; thence South 00°59'30" West, 365.32 feet, to the Point of Ending.

# EXHIBIT C



**EASEMENT FOR WATER MAIN**



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



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

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123  
(248) 473-7880

**NOVI FUN PARK  
SECTION 16, T.1N., R.8E.,  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN**

SCALE:	1" = 150'
DATE:	03-24-04
JOB NO.:	03-010
DWG FILE:	03-010EE
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	1 OF 2

# EXHIBIT C

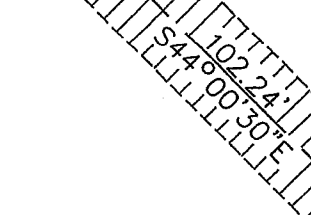
P.O.B.  $\odot$   
OF EASEMENT FOR  
WATER MAIN

S18°53'42"W  
11.95'

S 00°59'30" W  
52.54'

N71°06'18"W  
82.62'

EXISTING 50' 1/2  
RIGHT-OF-WAY EASEMENT  
DEDICATED TO OAKLAND  
COUNTY ROAD COMMISSION  
REC'D. L. 5MR, P.242



N 00°59'30" E  
307.46'

10.00'

SUBJECT PARCEL

$\odot$  OF 20' WIDE EASEMENT  
FOR WATER MAIN

S00°59'30" W  
365.32'

N71°06'18"W  
139.07'

EASEMENT FOR WATER MAIN



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



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

40399 GRAND RIVER AVENUE, SUITE 110 NOV, MI 48375-2123  
(248) 473-7880

NOVI FUN PARK  
SECTION 16, T.1N., R.8E.,  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 40'  
DATE: 03-24-04  
JOB NO.: 03-010  
DWG FILE: 03-010EE  
DRAWN BY: NLW  
CHECK: KAL  
SHEET: 2 OF 2

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that SECURE DEVELOPMENT PROPERTIES, L.L.C., whose address is 45799 GRAND RIVER AVE., Novi, MI, 48374, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

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

Tax Identification Number: 22-16-451-046

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

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

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

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

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

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

Parcel No. 22-16-451-046

IN WITNESS WHEREOF, the undersigned Grantor has affixed HIS signature this day of 28th, SEPT., 2016

GRANTOR: Jeff L. Wainwright  
SECURE DEVELOPMENT  
Properties, LLC, a Michigan  
Limited Liability Company

By: JEFF L. WAINWRIGHT  
Its: MEMBER / C.O.O. / OWNER.

STATE OF MICHIGAN )  
                                  )SS  
COUNTY OF OAKLAND)

On this 28 day of SEPT., 2016 before me, personally appeared the above named JEFF L. WAINWRIGHT, the MEMBER/C.O.O. of Secure Development Properties, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as                      free act and deed.

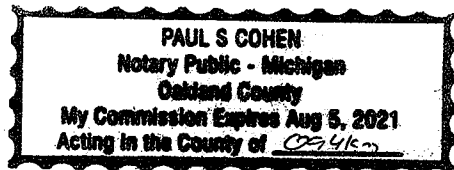
[Signature]  
Notary Public  
Osgood County, MI  
My commission expires 8/5/21

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile Road, Novi, MI 48375



CONSENT TO EASEMENT

As the holder of a MORTGAGE interest in and to the property referenced in the Sanitary Sewer System Easement, dated 9/28, 2016, attached hereto and incorporated as Exhibit A, whereby LIVE OAK BANK grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

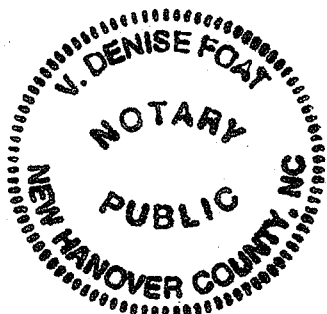
IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 28th day of Sept., 2016

Live Oak Bank  
Smehlings, a  
Michigan NORTH CAROLINA

By: Sally mehling  
Its: Construction  
DIVISION MGR

NC  
STATE OF ~~MICHIGAN~~ )  
COUNTY OF ~~OAKLAND~~ ) ss. New Hanover

The foregoing Consent to Easement was acknowledged before me this 28th day of Sept., 2016 by Sally mehling the const. DIVISION MGR of LIVE OAK BANK, a Michigan NORTH CAROLINA corp.



[Signature]  
Notary Public  
6/9/21 County, ~~MI~~ NC  
My commission expires:

# EXHIBIT A

Job No.03-010  
March 24, 2004

## LEGAL DESCRIPTION OVERALL SUBJECT PARCEL

A part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the POINT OF BEGINNING; thence South 00°59'48" West, 330.24 feet, along the West line of said "Andes Hills Condominium", to the Southwest corner of said "Andes Hills Condominium"; thence Due West, 545.99 feet (previously described as 545.94 feet); thence North 00°42'26" East, 329.38 feet (previously described as 328.96 feet); thence North 89°54'44" East, 144.79 feet (previously described as 144.63 feet); thence North 00°59'30" East, 826.59 feet (previously described as 826.52 feet), to the centerline of Grand River Avenue right-of-way; thence South 71°06'18" East, 284.26 feet, along the centerline of said Grand River Avenue right-of-way; thence South 00°59'30" West, 360.01 feet; thence South 71°06'18" East, 139.07 feet; thence South 00°59'45" West, 328.86 feet, to the Point of Beginning. All of the above containing 10.053 Acres. All of the above being subject to the rights of the public in Grand River Avenue. All of the above being subject to easements, restrictions, and right-of-ways of record.  
Sidwell No.'s 22-16-451-009, 22-16-451-046



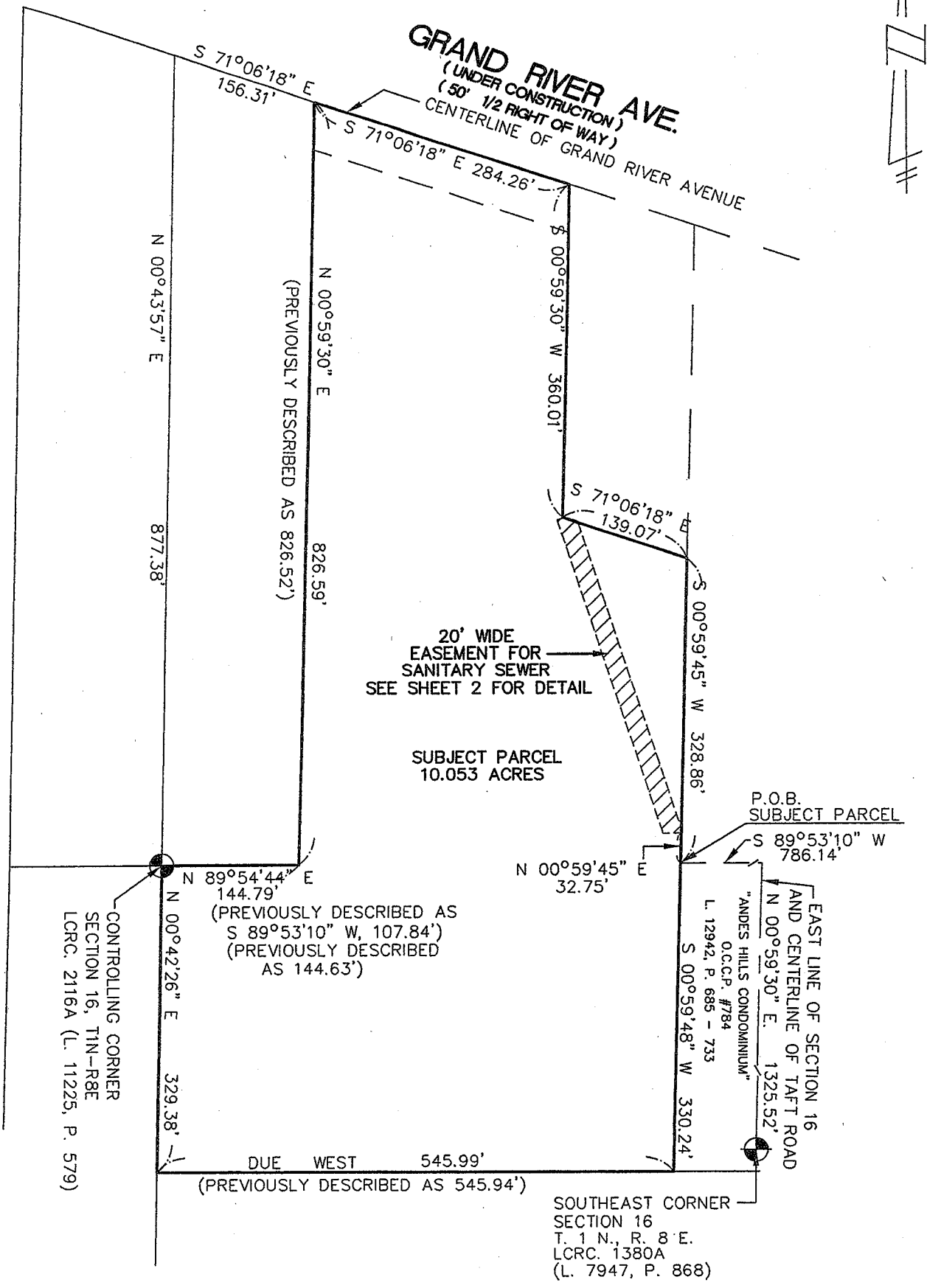
## EXHIBIT B

Job No.03-010  
March 24, 2004

### LEGAL DESCRIPTION EASEMENT FOR SANITARY SEWER

A 20' wide easement for Sanitary Sewer being part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; said easement being more particularly described as commencing at the Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the Point of Beginning of the Subject Parcel; thence North 00°59'45" East, 32.75 feet, to the POINT OF BEGINNING; thence South 89°53'10" West, 19.92 feet; thence North 00°40'20" East, 1.91 feet; thence North 18°26'47" West, 354.44 feet; thence North 71°33'13" East, 7.69 feet to a point on the Northerly line of the Subject Parcel; thence South 71°06'18" East, 15.48 feet, along the Northerly line of the Subject Parcel; thence South 18°26'47" East, 339.66 feet; thence South 89°00'15" East, 2.87 feet to a point on the Easterly line of the Subject Parcel; thence South 00°59'45" West, 13.26 feet, along the Easterly line of the Subject parcel, and to the Point of Beginning.

# EXHIBIT C



## EASEMENT FOR SANITARY SEWER

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

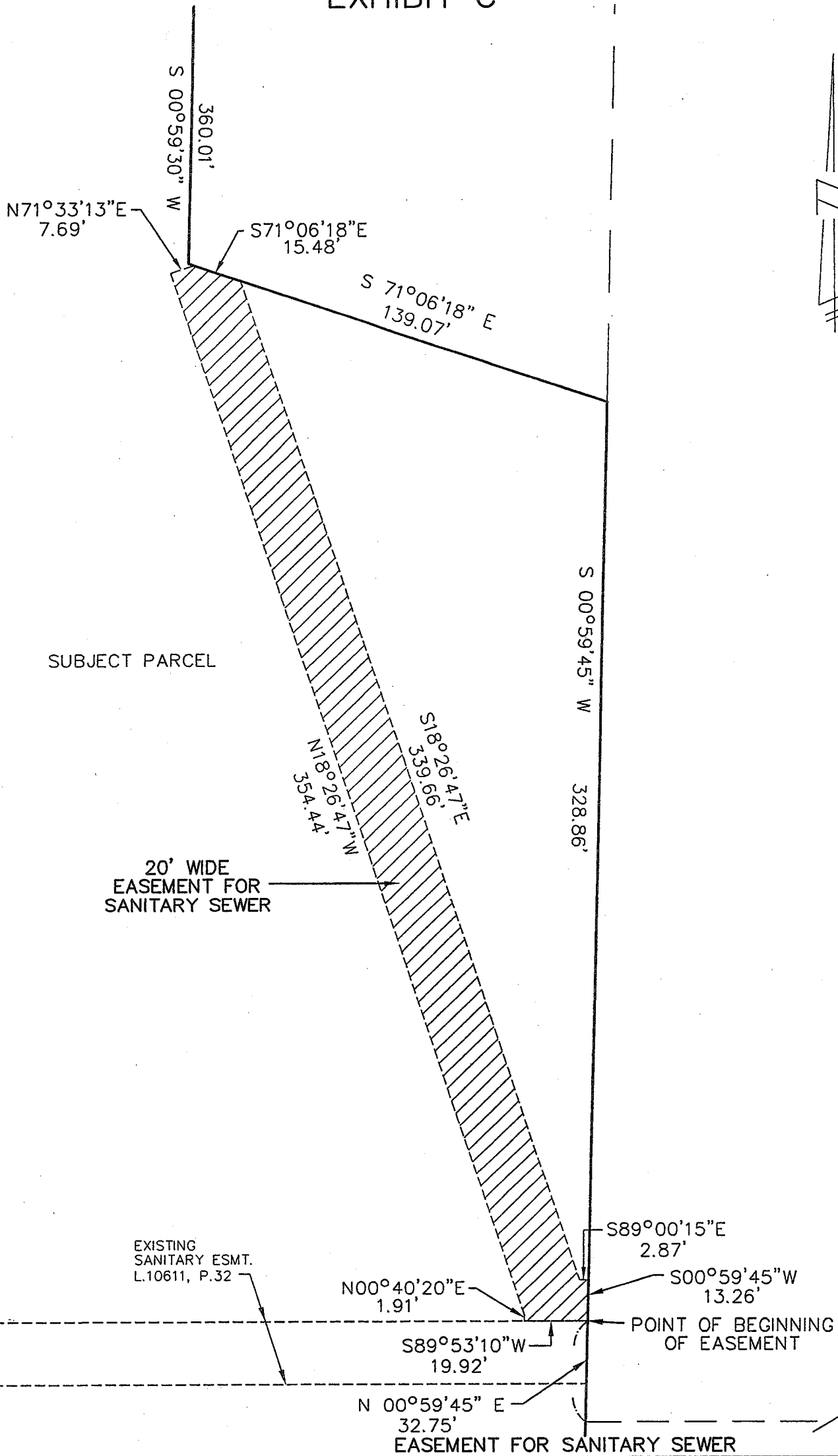
40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123  
(248) 473-7880

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

**NOVI FUN PARK**  
**SECTION 16, T.1N., R.8E.,**  
**CITY OF NOVI**  
**OAKLAND COUNTY, MICHIGAN**

SCALE:	1" = 150'
DATE:	03-24-04
JOB NO.:	03-010
DWG FILE:	03-010EE
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	1 OF 2

# EXHIBIT C



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

40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123  
(248) 473-7880



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

NOVI FUN PARK  
SECTION 16, T.1N., R.8E.,  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 40'
DATE:	03-24-04
JOB NO.:	03-010
DWG FILE:	03-010EE
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	2 OF 2

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, Secure Development Properties, LLC, a Michigan business whose address is 45799 Grand River, Michigan 48170, 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 pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply and sanitary sewer according to the easements [REDACTED] therefore established described as follows:

*[Handwritten initials]*

{See the Attached and Incorporated Exhibit A}

IN WITNESS WHEREOF, the undersigned has executed these presents this 28<sup>th</sup> day of SEPT., 2016.

Signed by SECURE DEVELOPMENT PROPERTIES, LLC, a Michigan limited liability company  
Jeff L. Wainwright  
By: Jeff L. Wainwright, Its COO / owner

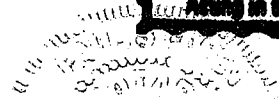
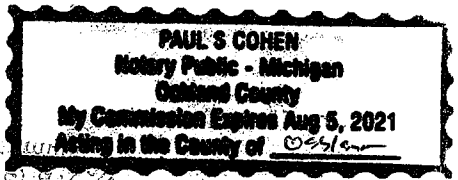
STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me 28 day of SEPT., 2016 by Jeff L. Wainwright, the owner of a Michigan \_\_\_\_\_ on its behalf.

[Signature]  
Notary Public  
Acting in Oakland County, Michigan  
My commission expires: 8/5/21

Drafted By:  
Elizabeth K. Saarela  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

When Recorded, Return To:  
Cortney Hanson, Clerk  
CITY OF NOVI  
45175 Ten Mile Road  
Novi, MI 48375-3024



# EXHIBIT A

Job No.03-010  
March 24, 2004

## LEGAL DESCRIPTION EASEMENT FOR WATER MAIN

A 20' wide easement for Water Main being part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the Point of Beginning of the Subject Parcel; thence North 00°59'45" East, 328.86 feet, along the Easterly line of the Subject Parcel; thence North 71°06'18" West, 139.07 feet, along the Northerly line of the Subject Parcel, thence North 00°59'30" East, 307.46 feet along the Easterly line of the Subject Parcel; thence North 71°06'18" West, 82.62 feet, to the POINT OF BEGINNING; thence South 18°53'42" West, 11.95 feet; thence South 44°00'30" East, 102.24 feet; thence South 00°59'30" West, 365.32 feet, to the Point of Ending.

## **EASEMENT FOR STORM WATER AND SURFACE DRAINAGE**

THIS EASEMENT made this 23<sup>rd</sup> day of Dec., 2016, by and between Secure Development Properties, LLC, a Michigan limited liability company, whose address is 45799 Grand River Avenue, Novi, Michigan 48374 (hereinafter referred to as "Grantor"), being title holder and developer of the property described in the attached and incorporated, Exhibit A (hereinafter referred to as the "Property") and Johnson Properties #1, LLC, a Michigan limited liability Company, whose address is 46355 Rockledge, Plymouth, Michigan 48170 (hereinafter "Grantee"), being title holder of the property described in the attached and incorporated Exhibit D (hereinafter referred to as the "Grantee Property").

Grantor, in consideration of One Dollar (\$1.00), receipt and sufficiency of which is hereby acknowledged, does reserve and grant, on behalf of itself, its heirs, successors, assigns and transferees, a private, nonexclusive, perpetual easement for purposes of storm water and surface drainage, over, upon, across, in, through the Property, which easement is described and depicted, as stated in the attached and incorporated Exhibits B and C (hereinafter referred to as the "Easement Area").

This easement is for the benefit of the property described in the attached and incorporated Exhibit D (hereinafter referred to as the "Grantee Property") and all heirs, successors, assigns and transferees of the Grantee. Storm water and surface drainage from the Grantee Property shall be permitted to discharge and flow over, upon, across, through and under the Easement Area.

The Grantor shall maintain the Easement Area, so at all times, it continues to function as intended. The Grantor, shall be prohibited from altering or placing anything in the Easement Area which shall obstruct or impede the flow of storm water or surface drainage from the Grantee Property. Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in through or under the above-described Easement Area, or to develop or allow the development of the Easement Area in any manner which obstructs the flow of storm water drainage. However, as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways, landscaping, utilities and/or similar improvements, which improvements do not interfere with use, operation and maintenance of the Easement Area.

Grantee shall be permitted to enter upon the Easement Area and sufficient land adjacent to said storm water drainage Easement Area for the purpose of exercising the rights and privileges granted herein.

This Easement does not grant or convey to Grantee or any member of the general public any right of ownership, possession or use of the Easement Area.

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

IN WITNESS WHEREOF, the undersigned Grantor has affixed HIS signature this 28<sup>th</sup> day of DEC., 2016.

GRANTOR:

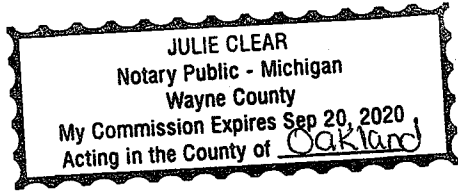
SECURE DEVELOPMENT PROPERTIES, LLC,

By: *Jeffrey L. Wainwright*  
Its: CO.O. OWNER.  
Jeffrey L. Wainwright

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

On this 28<sup>th</sup> day of December, 2016, before me, personally appeared the above-named Jeffrey Wainwright, the owner of Secure Development Properties LLC, a MI limited liability co. to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

*Julie Clear*  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 9/20/20



GRANTEE:

JOHNSON PROPERTIES #1, LLC, a Michigan limited liability Company,

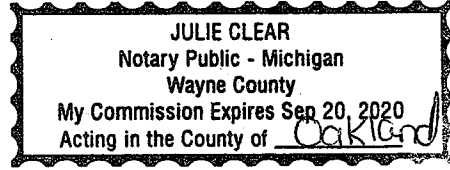
By: Mary Catherine Johnson  
Its: Owner  
Mary Catherine Johnson

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

On this 30<sup>th</sup> day of December, 2016, before me, personally appeared the above-named Mary Catherine Johnson, the Owner of Johnson Properties #1, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as her free act and deed.

Julie Clear  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 9/20/20

THIS INSTRUMENT DRAFTED BY:  
Elizabeth K. Saarela  
Johnson, Rosati, Schultz & Joppich, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331



WHEN RECORDED, RETURN TO:  
Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48334



# EXHIBIT A

Job No.03-010  
March 24, 2004

## LEGAL DESCRIPTION OVERALL SUBJECT PARCEL

A part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the POINT OF BEGINNING; thence South 00°59'48" West, 330.24 feet, along the West line of said "Andes Hills Condominium", to the Southwest corner of said "Andes Hills Condominium"; thence Due West, 545.99 feet (previously described as 545.94 feet); thence North 00°42'26" East, 329.38 feet (previously described as 328.96 feet); thence North 89°54'44" East, 144.79 feet (previously described as 144.63 feet); thence North 00°59'30" East, 826.59 feet (previously described as 826.52 feet), to the centerline of Grand River Avenue right-of-way; thence South 71°06'18" East, 284.26 feet, along the centerline of said Grand River Avenue right-of-way; thence South 00°59'30" West, 360.01 feet; thence South 71°06'18" East, 139.07 feet; thence South 00°59'45" West, 328.86 feet, to the Point of Beginning. All of the above containing 10.053 Acres. All of the above being subject to the rights of the public in Grand River Avenue. All of the above being subject to easements, restrictions, and right-of-ways of record.  
Sidwell No.'s 22-16-451-009, 22-16-451-046

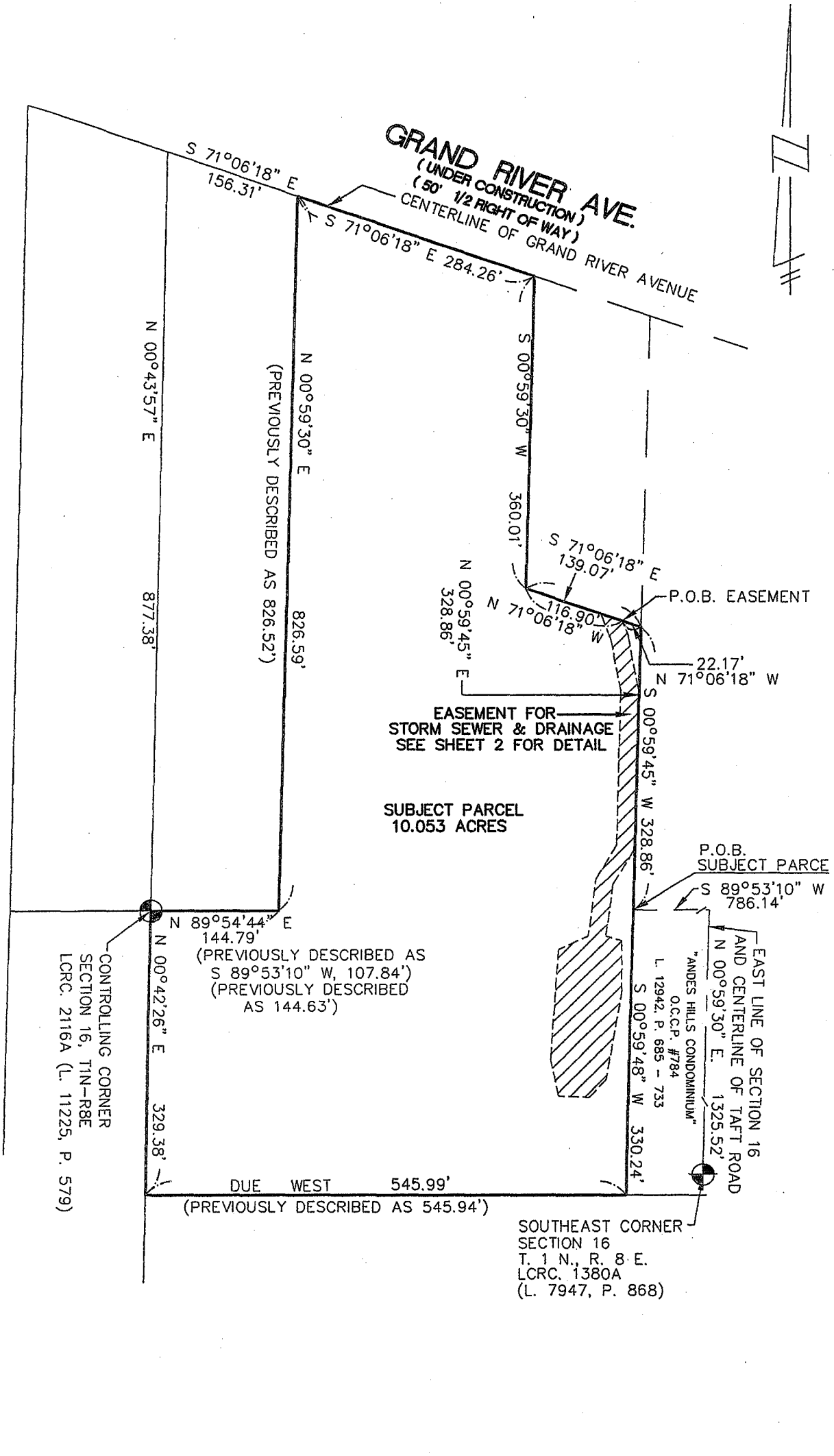
## EXHIBIT B

Job No.03-010  
March 24, 2004

### LEGAL DESCRIPTION EASEMENT FOR STORM SEWER AND DRAINAGE

An easement for Storm Sewer and drainage being part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; said easement being more particularly described as commencing at the Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the Point of Beginning of the Subject Parcel; thence North 00°59'45" East, 328.86 feet along the Easterly line of the Subject Parcel; thence North 71°06'18" West, 22.17 feet, along the Northerly line of the Subject Parcel and to the POINT OF BEGINNING; thence South 20°32'46" East, 17.42 feet; thence South 11°10'04" East, 65.04 feet; thence South 00°59'39" West, 186.21 feet; thence South 30°34'32" West, 46.05 feet; thence South 07°14'18" West, 59.65 feet; thence South 72°13'33" East, 19.04 feet; thence South 00°23'41" East, 60.48 feet; thence South 09°29'12" West, 102.67 feet; thence South 43°21'44" West, 28.23 feet; thence North 86°39'18" West, 34.93 feet; thence North 11°41'24" West, 43.97 feet; thence North 03°29'57" East, 127.78 feet; thence North 65°49'31" East, 36.75 feet; thence North 07°14'18" East, 66.72 feet; thence North 30°34'32" East, 44.90 feet; thence North 00°59'39" East, 178.79 feet; thence North 11°10'04" West, 61.27 feet; thence North 20°32'46" West, 32.23 feet, to a Point on the Northerly line of the Subject Parcel; thence South 71°06'18" East, 25.90 feet, along the Northerly line of the Subject Parcel, and to the Point of Beginning.

# EXHIBIT C



## EASEMENT FOR STORM SEWER AND DRAINAGE



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



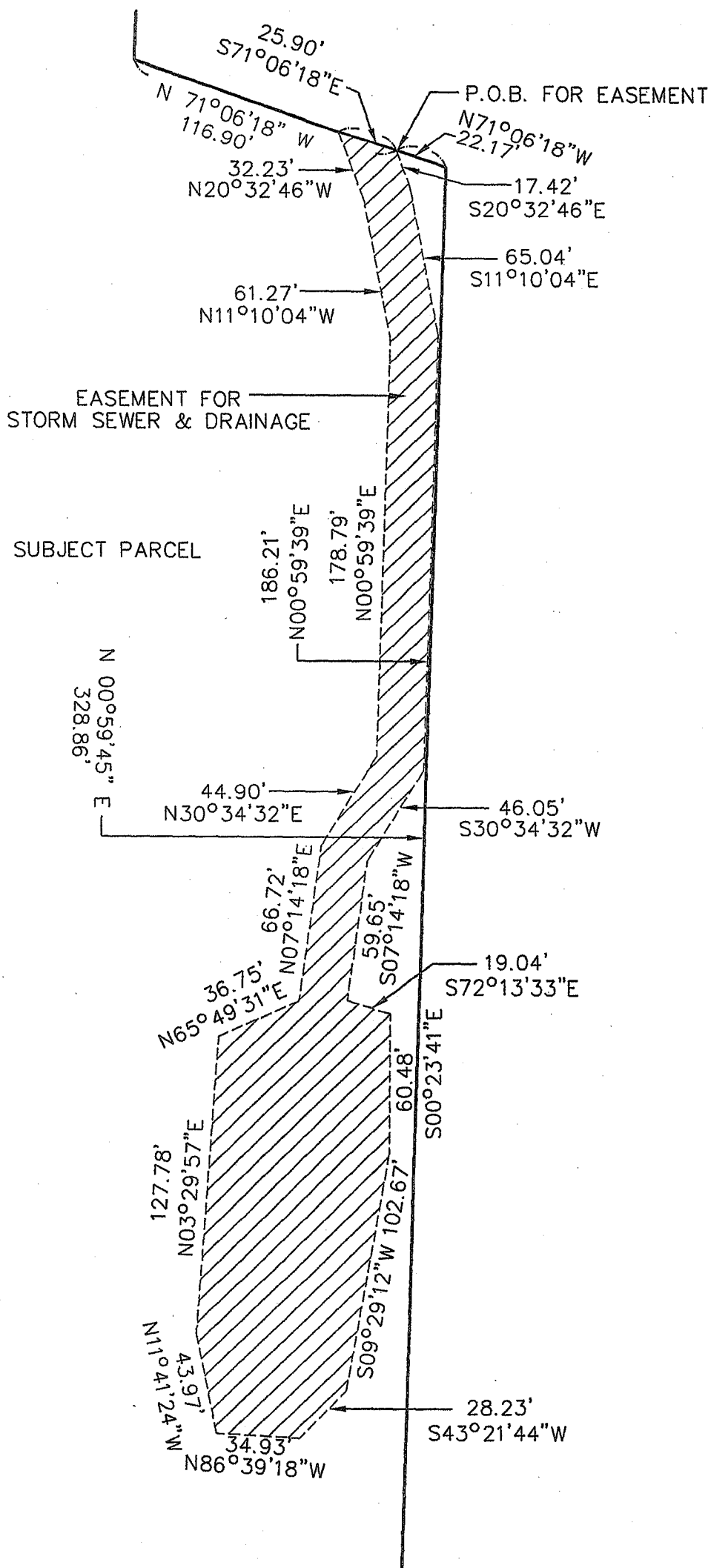
**MILLETICS AND ASSOCIATES, L.L.C.**  
LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123  
(248) 473-7880

**NOVI FUN PARK**  
**SECTION 16, T.1N., R.8E.,**  
**CITY OF NOVI**  
**OAKLAND COUNTY, MICHIGAN**

SCALE:	1" = 150'
DATE:	03-24-04
JOB NO.:	03-010
DWG FILE:	03-010EE
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	1 OF 2

# EXHIBIT C

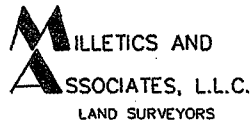


EASEMENT FOR STORM SEWER AND DRAINAGE



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

40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123  
(248) 473-7880



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

NOVI FUN PARK  
SECTION 16, T.1N., R.8E.,  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'  
DATE: 03-24-04  
JOB NO.: 03-010  
DWG FILE: 03-010EE  
DRAWN BY: NLW  
CHECK: KAL  
SHEET: 2 OF 2

**EXHIBIT D**

**GRANTEE PROPERTY**

T1N, R8E, SEC 16 PART OF NE 1/4 OF SE 1/4 BEG AT PT DIST N 89-53-10 E 252.47 FT & N 00-59-30 E 429.53 FT & S 71-06-50 E 170.63 FT FROM SW COR THEREOF, TH N 00-59-30 E 360.00 FT, TH S 71-06-50 E 139.10 FT, TH S 00-59-30 W 360.00 FT, TH N 71-06-50 W 139.10 FT TO BEG EXC PART IN GRAND RIVER AVE 1.09 A

**QUIT CLAIM DEED**

**KNOW ALL PERSONS** that Secure Development Properties, L.L.C., a Michigan limited liability company, whose address is 45799 Grand River Avenue, Novi, Michigan, 48374, Quit Claims to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi Michigan, 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan:

DESCRIPTION OF PART OF TAX PARCEL(S) ID NOs. : 22-16-451-046 & 22-16-451-009

DESCRIBED AS FOLLOWS:

50' ½ Row Easement Grand River Ave.

A part of the Southeast ¼ of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 16; thence North 00°, 59', 30" East, 1225.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°, 53', 10" West, 786.14 feet, along the North line of Said "Andes Hills Condominium" and N 00° 50' 45" East 328.86 feet and N 71° 06' 18" W 139.05 feet, and N 00° 59' 30" E 307.47 feet from the Southeast Corner of Section 16 to the point of beginning of a 50' wide Right of Way Easement; thence N 71°09'18"W 294.26 feet along the South line of said easement; thence N00°59'30" E 52.54' to the center line of Grand River Avenue; thence along the center line of Grand River Avenue S71°06'18"E 284.26 feet; thence S00°59'30"W 52.54 feet to the point of the beginning. This easement was dedicated 11/16/1933 in Liber 37MR, Page 391 Oakland County Records.

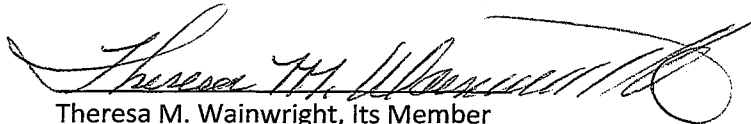
Exempt from county and state taxation pursuant to MCL 207.505(a) and MCL 207.526(a).

**WHEREFORE**, upon approval by the City Council, the undersigned Grantor hereby creates, confirms, and conveys the Quit Claim Deed described herein for the sum of \$1.00.

Dated this 26<sup>th</sup> day of October 2016  
~~2014~~.

**GRANTOR:**

**Secure Development Properties, L.L.C.,  
a Michigan limited liability company**



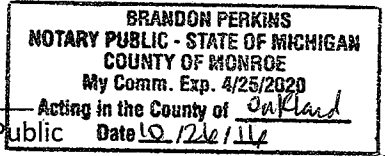
Theresa M. Wainwright, Its Member

COUNTY OF OAKLAND )  
 ) SS  
STATE OF MICHIGAN )

On this 26<sup>th</sup> day of October 2016, Theresa M. Wainwright, a member of Secure Development Properties, LLC, executed on its behalf the foregoing document before me and, being duly sworn.

B P

Notary Public



My commission expires: 4/25/2020  
Oakland County, Michigan  
Acting in the County of Oakland

Oakland

Drafted by:

Elizabeth K. Saarela  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331

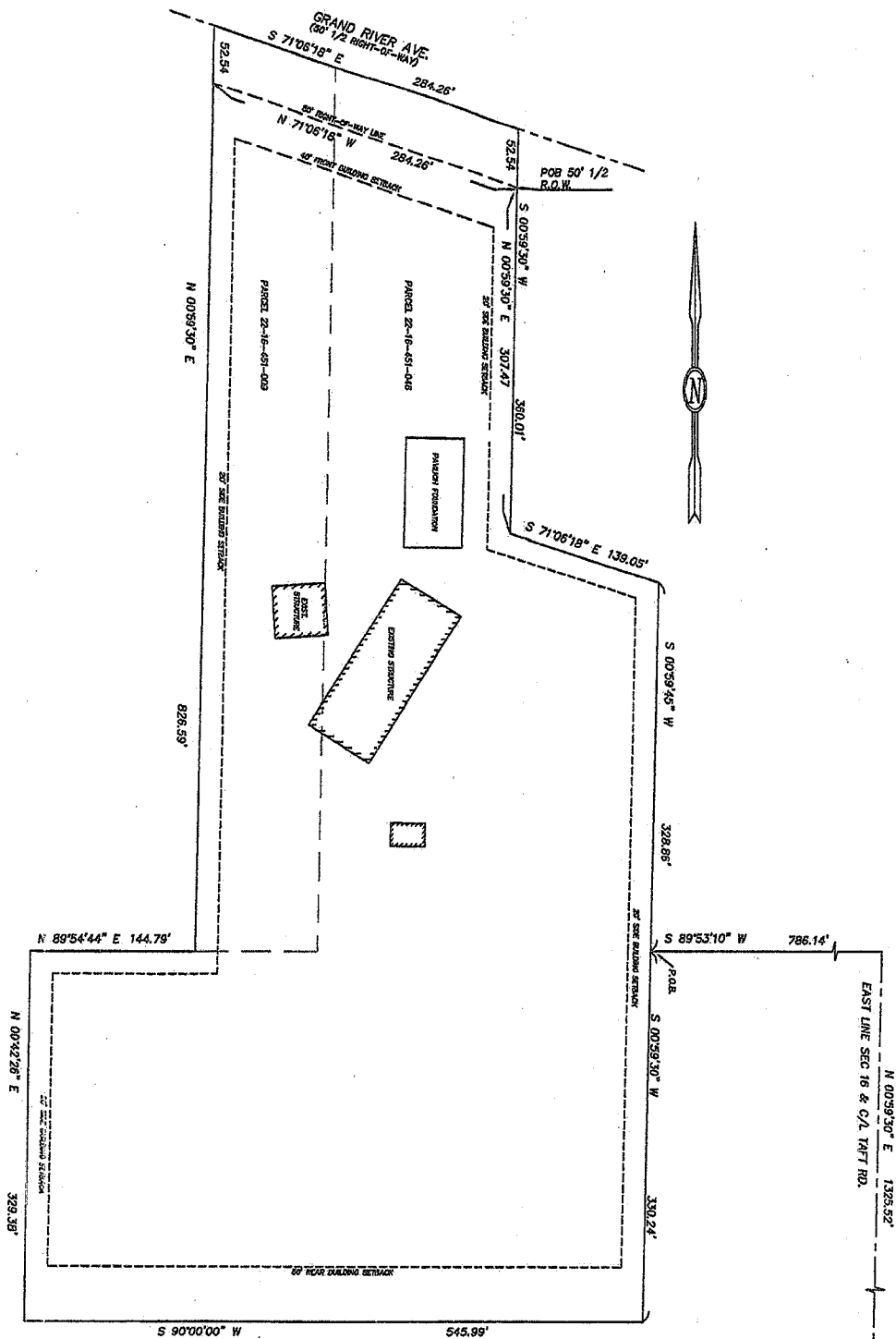
When recorded return to:

Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375

Part of Tax Parcel No.: 22-16-451-046 & 22-16-451-009

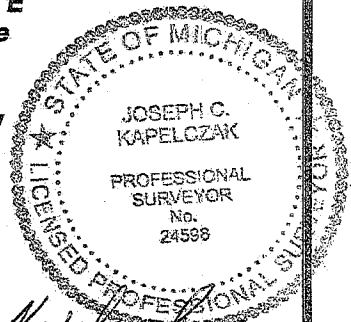
Recording Fee \_\_\_\_\_ Revenue Stamps \_\_\_\_\_

# EXHIBIT "A"



## 50' 1/2 ROW EASEMENT GRAND RIVER AVE.

A part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and N00°59'45"E 328.86 feet, and N71°06'18"W 139.05 feet, and N00°59'30"E 307.47 feet from the Southeast Corner of Section 16 to the point of beginning of a 50' wide Right Of Way Easement; thence N71°06'18"W 284.26 feet along the South line of said easement; thence N00°59'30"E 52.54' to the center line of Grand River Avenue; thence along the center line of Grand River Avenue S71°06'18"E 284.26 feet; thence S00°59'30"W 52.54 feet to the point of beginning. This easement was dedicated 11/16/1933 in Liber 37MR, Page 391 Oakland County Records.



*Joseph C. Kapelozak*

Scale: 1"=150'
Date: 10/5/2016
Job No.: 10428
Sht. No.:

PARADISE PARK  
50' 1/2 R.O.W.

DATE	ISSUED FOR



8615 RICHARDSON ROAD  
SUITE 100  
COMMERCE TWP, MI. 48390  
PHONE: 248-363-2550  
FAX: 248-363-1646



**EMERGENCY ACCESS EASEMENT**

NOW ALL MEN BY THESE PRESENTS, that SECURE DEVELOPMENT PROPERTIES, LLC a BUSINESS whose address is 45799 GRAND RIVER AVE. NOVI, MI., 48374 ("Grantor"), for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 ("Grantee"), being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) an easement for the purpose of ingress and egress by emergency service providers in, over, upon and through the following described premises situated in Section 14, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, to wit:

{See attached Exhibit A}

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

Grantor reserves for the benefit of the City and any emergency service agency, an easement over the Easement Area described on the attached and incorporated Exhibit A for use by the City, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the premises, owners, occupants and invitees thereof. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.

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

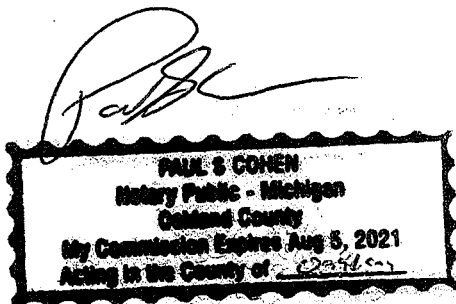
Dated this 28<sup>th</sup> day of SEPT., 2016

Signed by: SECURE DEVELOPMENT PROPERTIES LLC, a Michigan limited liability company.  
Jeff Wainwright, a MEMBER

Jeff L. Wainwright  
By: \_\_\_\_\_, Its: C.O.O. / MEMBER / OWNER

STATE OF MICHIGAN )  
  ) SS  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 28 day of September, 2016, by Jeff Wainwright the OWNER / MEMBER of a Secure Development Properties on behalf of the company.



WHEN RECORDED, RETURN TO:  
Cortney Hanson, Clerk -- City of Novi  
45175 Ten Mile Road  
Novi, MI 48375

# EXHIBIT A

Job No.03-010  
March 24, 2004

## LEGAL DESCRIPTION OVERALL SUBJECT PARCEL

A part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at Southeast Corner of said Section 16; thence North  $00^{\circ}59'30''$  East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South  $89^{\circ}53'10''$  West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the POINT OF BEGINNING; thence South  $00^{\circ}59'48''$  West, 330.24 feet, along the West line of said "Andes Hills Condominium", to the Southwest corner of said "Andes Hills Condominium"; thence Due West, 545.99 feet (previously described as 545.94 feet); thence North  $00^{\circ}42'26''$  East, 329.38 feet (previously described as 328.96 feet); thence North  $89^{\circ}54'44''$  East, 144.79 feet (previously described as 144.63 feet); thence North  $00^{\circ}59'30''$  East, 826.59 feet (previously described as 826.52 feet), to the centerline of Grand River Avenue right-of-way; thence South  $71^{\circ}06'18''$  East, 284.26 feet, along the centerline of said Grand River Avenue right-of-way; thence South  $00^{\circ}59'30''$  West, 360.01 feet; thence South  $71^{\circ}06'18''$  East, 139.07 feet; thence South  $00^{\circ}59'45''$  West, 328.86 feet, to the Point of Beginning. All of the above containing 10.053 Acres. All of the above being subject to the rights of the public in Grand River Avenue. All of the above being subject to easements, restrictions, and right-of-ways of record.  
Sidwell No.'s 22-16-451-009, 22-16-451-046

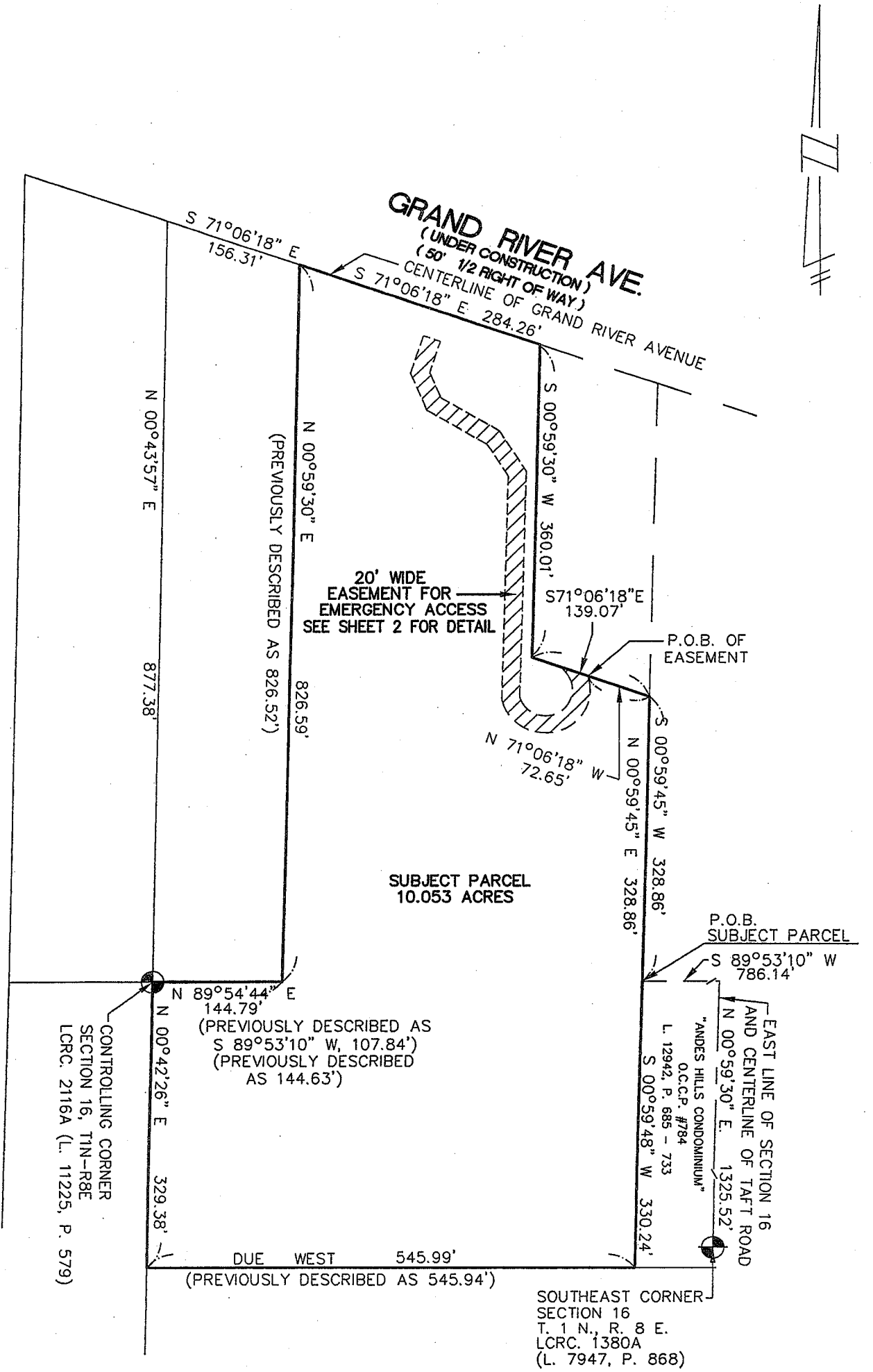
## EXHIBIT B

Job No.03-010  
March 24, 2004

### LEGAL DESCRIPTION EASEMENT FOR EMERGENCY ACCESS

An easement for Emergency Access being part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; said easement being more particularly described as commencing at the Southeast Corner of said Section 16; thence North 00°59'30" East, 1325.52 feet, along the East line of said Section 16 and the centerline of Taft Road, to the Northeast corner of "Andes Hills Condominium", O.C.C.P. #784, as recorded in Liber 12942, on Pages 685 through 733, Oakland County Records; thence South 89°53'10" West, 786.14 feet, along the North line of said "Andes Hills Condominium", to the Northwest corner of said "Andes Hills Condominium" and the Point of Beginning of the Subject Parcel; thence North 00°59'45" East, 328.86 feet, along the Easterly line of the Subject Parcel; thence North 71°06'18" West, 72.65 feet, along the Northerly line of the Subject Parcel, and to the POINT OF BEGINNING; thence 162.16 feet along a curve to the right, said curve having a radius of 50.00 feet, a central angle of 185°49'30", and a chord bearing and distance of South 74°40'31" West, 99.87 feet; thence North 01°08'18" East, 256.09 feet; thence North 32°33'43" West, 44.00 feet; thence North 60°07'57" West, 78.33 feet; thence North 23°07'09" West, 47.11 feet; thence North 18°48'41" East, 45.00 feet; thence South 71°12'33" East, 20.00 feet; thence South 18°48'41" West, 37.34 feet; thence South 23°07'09" East, 32.75 feet; thence South 60°07'57" East, 76.54 feet; thence South 32°33'43" East, 54.96 feet; thence South 01°08'18" West, 259.46 feet; thence 107.28 feet along a curve to the left, said curve having a radius of 30.00 feet, a central angle of 204°53'19", and a chord bearing and distance of North 061°10'22" East, 58.59 feet; thence 7.65 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 6°15'33", and a chord bearing and distance of North 38°08'30" West, 7.64 feet; thence South 71°06'18" East, 31.35 feet, to the Point of Beginning.

# EXHIBIT C



## EASEMENT FOR EMERGENCY ACCESS



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



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

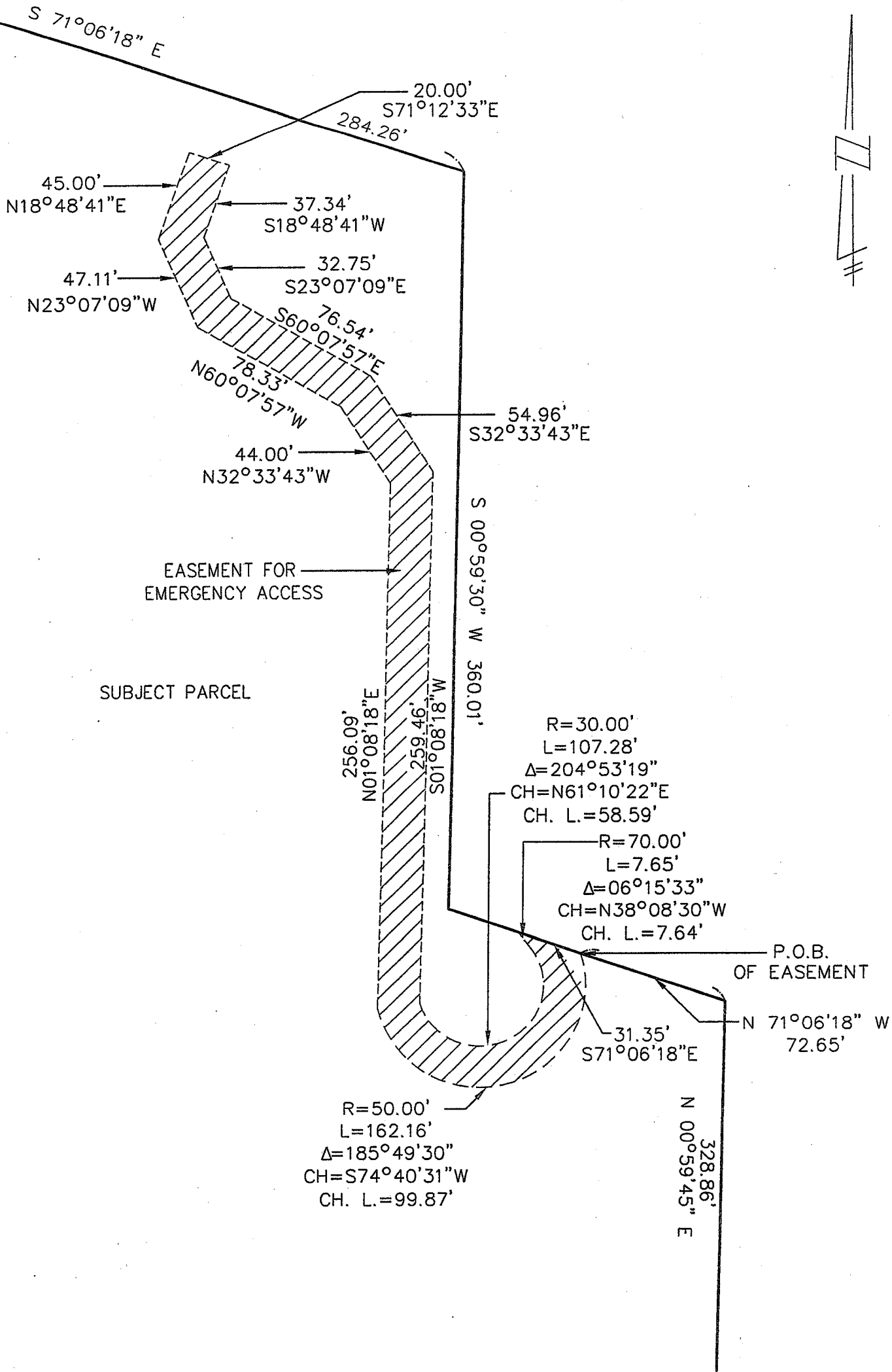
40399 GRAND RIVER AVENUE, SUITE 110  
(248) 473-7880

NOVI, MI 48375-2123

**NOVI FUN PARK**  
**SECTION 16, T.1N., R.8E.,**  
**CITY OF NOVI**  
**OAKLAND COUNTY, MICHIGAN**

SCALE:	1" = 150'
DATE:	03-24-04
JOB NO.:	03-010
DWG FILE:	03-010EE
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	1 OF 2

# EXHIBIT C



EASEMENT FOR EMERGENCY ACCESS



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

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI (248) 473-7880



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

48375-2123

NOVI FUN PARK  
SECTION 16, T.1N., R.8E.,  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	03-24-04
JOB NO.:	03-010
DWG FILE:	03-010EE
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	2 OF 2



*First American*

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**myFirstAm<sup>®</sup> Combined Report**

**45799 Grand River Ave, Novi, MI 48374**

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Property Address:

**45799 Grand River Ave  
Novi, MI 48374**

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**Combined Report**

45799 Grand River Ave, Novi, MI 48374

10/24/2016

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First American

myFirstAm® Property Profile

45799 Grand River Ave, Novi, MI 48374

Property Information			
Owner(s):	Secure Development Properties Llc	Mailing Address:	49232 Hunt Club Ct, Plymouth, MI 48170
Owner Phone:	Unknown	Property Address:	45799 Grand River Ave, Novi, MI 48374
Vesting Type:	N/A	Alt. APN:	2216451046
County:	Oakland	APN:	22-16-451-046
Map Coord:	1N-8E-16	Census Tract:	137100
Lot#:		Block:	
Subdivision:		Tract:	
Legal:	T1n, R8e, Sec 16 Part Of E 1/2 Of Se 1/4 Beg At Sw Cor Of Ne 1/4 Of Se 1/4, Th N 89-53-10 E 252.47 Ft, Th N 00-59-30 E 789.53 Ft To Cen Of Grand River Ave, Th S 71-06-50 E 170.63 Ft, Th S 00-59-30 W 360.00 Ft, Th S 71-06-50 E 139.10 Ft, Th S 00-59-30 W 65 8.73 Ft, Th W 545.94 Ft, Th N 00-42-50 E 328.96 Ft To Beg Exc Part In Grand River Ave 7.64 A		

Property Characteristics					
Use:	Misc Commercial Services	Year Built / Eff.:	2005 /	Sq. Ft.:	10501
Zoning:	I-1	Lot Size Ac / Sq Ft:	7.64 / 332798	# of Units:	
Stories:	1	Improvements:		Parking / #:	Garage /
Gross Area:	N/A	Garage Area:	N/A	Basement Area:	N/A

Sale and Loan Information					
Sale / Rec Date:	02/10/2004 / 03/02/2004	*\$/Sq. Ft.:	\$102.37	2nd Mtg.:	
Sale Price:	\$1,075,000	1st Loan:	\$2,307,010	Prior Sale Amt:	
Doc No.:	32350-0063	Loan Type:	Conventional	Prior Sale Date:	
Doc Type:	Deed	Transfer Date:	03/02/2004	Prior Doc No.:	
Seller:	Novi Intermediary Llc	Lender:	Community Bank Of Dearborn	Prior Doc Type:	

\*\$/Sq. Ft. is a calculation of Sale Price divided by Sq. Feet.

Tax Information			
Imp Value:	Exemption Type:		
Land Value:	Tax Year / Area:	2015 /	
Total Value:	\$621,550	Tax Value:	\$621,550
Total Tax Amt:	\$32,980.81	Improved:	



**First American**

**myFirstAm® Transaction History**

**45799 Grand River Ave, Novi, MI 48374**

Transaction History provides records for the past ten years. To request additional information, please contact your local Sales Representative, Customer Service Department, or for an additional fee you may [click here](#).

**History Record # 1 : FINANCE**

<b>Mortgage Recording Date:</b> 04/07/2016	<b>Mortgage Transfer Type:</b> Stand Alone Finance
<b>Mortgage Document #:</b> 000000060434	<b>Mortgage Rate Type:</b>
<b>Lender:</b> Live Oak Bkg Co	<b>Mortgage Term:</b>
<b>Document Type:</b> Trust Deed/Mortgage	<b>Vesting Type:</b> N/A
<b>Loan Amount:</b> [REDACTED]	<b>Mortgage Rate:</b>
<b>Borrower 1:</b> Secure Dev Properties Llc	<b>Borrower 2:</b>
<b>Borrower 3:</b>	<b>Borrower 4:</b>

**History Record # 2 : FINANCE**

<b>Mortgage Recording Date:</b> 11/07/2005	<b>Mortgage Transfer Type:</b> Refinance
<b>Mortgage Document #:</b> 312987	<b>Mortgage Rate Type:</b> Fix
<b>Lender:</b>	<b>Mortgage Term:</b>
<b>Document Type:</b> Trust Deed/Mortgage	<b>Vesting Type:</b> N/A
<b>Loan Amount:</b> [REDACTED]	<b>Mortgage Rate:</b>
<b>Borrower 1:</b>	<b>Borrower 2:</b>
<b>Borrower 3:</b>	<b>Borrower 4:</b>

**History Record # 3 : SALE/TRANSFER**

<b>Buyer:</b> Secure Development Properties	<b>Seller:</b>
<b>Transaction Date:</b> 02/10/2004	<b>Sale Price:</b> \$1,075,000
<b>Recording Date:</b> 03/02/2004	<b>Sale Price Type:</b> Confirmed
<b>Recorded Doc #:</b> 32350-0063	<b>Title Company:</b>
<b>Document Type:</b> Deed Transfer	<b>Vesting Type:</b> N/A

Continued on next page...



**FINANCE**

<b>Mortgage Recording Date:</b> 03/02/2004	<b>Mortgage Transfer Type:</b> Resale
<b>Mortgage Document #:</b> 32127-0170	<b>Mortgage Rate Type:</b> Fix
<b>Lender:</b>	<b>Mortgage Term:</b>
<b>Document Type:</b> Trust Deed/Mortgage	<b>Vesting Type:</b> N/A
<b>Loan Amount:</b> ██████████	<b>Mortgage Rate:</b>
<b>Borrower 1:</b>	<b>Borrower 2:</b>
<b>Borrower 3:</b>	<b>Borrower 4:</b>



*First American*

*my*FirstAm® Comparable Sales

45799 Grand River Ave, Novi, MI 48374

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Due to the criteria indicated in the Comparable Sales area, no results were found. Please adjust the criteria and then try your request again as part of a new Report or as a separate Comparable Sales Report.



*First American*

myFirstAm® Tax Map

45799 Grand River Ave, Novi, MI 48374

The Tax Map report for this property is currently unavailable via myFirstAm.  
Please contact your First American sales representative for additional information.

Limitation of Liability for Informational Report

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