



**CITY OF NOVI CITY COUNCIL**  
**JULY 8, 2024**

**SUBJECT:** Approval to grant a 10-foot wide easement to Comcast Cable Communications Management, LLC for the placement of underground cable on the City-owned property at 42400 11 Mile Road, parcel 50-22-14-451-012.

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

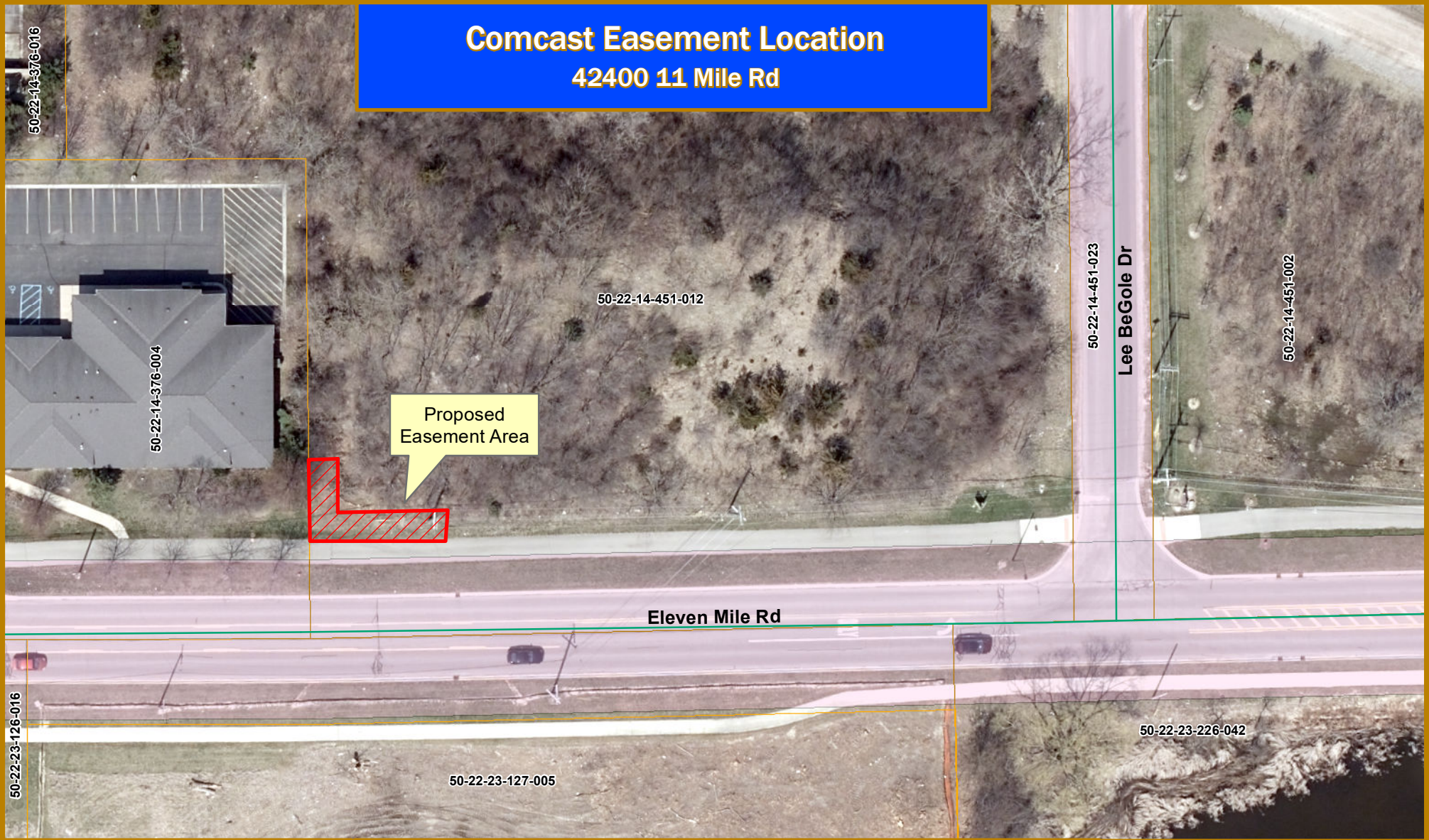
**BACKGROUND INFORMATION:**

Comcast is requesting an easement from the City to install and maintain underground fiber-optic cable on City-owned property at 42400 11 Mile Road. The easement will allow Comcast to access an existing utility pole on the property and provide service to nearby businesses. The City may still use the easement area to add sidewalk, paving, or landscaping. The City attorney reviewed the easement favorably (Beth Saarela, June 13, 2024).

**RECOMMENDED ACTION:** Approval to grant a 10-foot wide easement to Comcast Cable Communications Management, LLC for the placement of underground cable on the City-owned property at 42400 11 Mile Road, parcel 50-22-14-451-012.

# Comcast Easement Location

## 42400 11 Mile Rd



Map Author: Runkel  
 Date: 6-24-24  
 Project: Comcast Easement  
 Version #: 1.0

**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.

**Map Legend**

- Right of Way - Novi Edits
- Tax Parcels



**City of Novi**  
 Engineering Division  
 Department of Public Works  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
www.rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

June 13, 2024

Rebecca Runkel, Project Engineer  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**RE: Grant of Easement to Comcast**

Dear Ms. Runkel:

We have received and reviewed the enclosed Facilities Easement Agreement provided by Comcast in connection with its request for an easement over City property located at 42400 11 Mile Road, Novi, MI 48375. The Facilities Easement Agreement authorizes Comcast to install and maintain its facilities within the easement area on the City's property. The terms of the Easement Agreement permit the City to use the easement area to construct such improvements as aboveground paving, curbs, sidewalk, sod or landscaping, to the extent they do not interfere with Comcast's use of the easement area. Any areas disturbed by Comcast must be restored within 60-days of completing the improvements. The Easement may be terminated or abandoned by Comcast, but may not be assigned to another user without the City's approval. Comcast may leave its facilities in place or remove them upon termination. Objectionable indemnity language was removed at the City's request. Subject to confirming that the permanent use of this area does not conflict with the City's plans for the property, we see no legal impediment to entering into the Agreement.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line. The signature is fluid and cursive.

Elizabeth Kudla Saarela

EKS

Rebecca Runkel, Project Engineer

City of Novi

June 13, 2024

Page 2

Enclosures

C: Cortney Hanson, Clerk (w/ Enclosure)  
Ben Croy, City Engineer (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

(Do Not Type Above This Line—For Recording Purposes Only)

**Site State:** Michigan

**Site Address:** 42400 11 Mile Road, Novi, MI 48375

**Parcel ID:** 22-14-451-012

**Instrument #:**

**Book:**

**Page:**

### FACILITIES EASEMENT AGREEMENT

THIS FACILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_ by and between **City of Novi, a Michigan Municipal Corporation**, whose address is 45175 10 Mile Road, Novi, MI 48375 ("Grantor"), and **Comcast Cable Communications Management, LLC**, a Delaware limited liability company, on behalf of its affiliates (together, "Grantee").

#### Recitals

- A. Grantor is the fee owner of certain real property having a street address of 42400 11 Mile Road, Novi, MI 48375 as more particularly shown on Exhibit A attached hereto and incorporated herein by reference (the "Property").
- B. Grantee plans for the construction, operation and maintenance of underground communications on the Property, including, without limitation, underground coax cable and fiber-optic cabling and lines, underground conduit and junction boxes (the "Facilities") on a portion of the Property, as more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").
- C. Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a permanent, non-exclusive easement over, across, under and through the Easement Area for access to, and the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, and over and across the Property for pedestrian and vehicular access and ingress to and egress from the Easement Area.

NOW, THEREFORE, for \_\_\_\_\_ zero \_\_\_\_\_ (0) Dollars, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### Easement

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right of way over, across, under, and through the Easement Area, together with a non-exclusive easement and right of way over, across, under, and through those portions

of the Property as are reasonably necessary for Grantee to access the Facilities and perform such installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, whether by pedestrian or vehicular access, which areas shall not exceed ~~ten~~ (10) feet on either side of the Easement Area.

2. The easement granted herein is for the purpose of allowing Grantee's employees, agents, and contractors to access, install, construct, operate, maintain, repair, reconstruct, replace or remove the Facilities, and Grantee shall not use the Easement Area for any other purpose.
3. Grantee shall have access to the Easement Area 24 hours a day, 7 days a week.
4. Grantee, its employees, agents, and contractors shall have the right to access, operate, maintain, repair, reconstruct, replace or remove the Facilities.
5. Reservation of Right to Use. Grantor reserves the right of ownership, use, and occupancy of the Property insofar as said ownership, use, and occupancy does not impair the rights granted to Grantee in this Agreement. However, Grantor shall not use or occupy the Easement Area or the Property in any manner that impairs the rights granted to Grantee in this Agreement. Without limiting the foregoing, it is understood and agreed by Grantor that no building, structure, or other improvements of any kind may be placed by Grantor on the Easement Area; provided, however, that Grantor may install asphalt paving or concrete and curbing, cement surface sidewalks and curbs, sod, and other landscaping, turf irrigation lines, and other utility lines on the Easement Area and the Property (the "Improvements"), so long as the same do not interfere with the Grantee's use of the Easement Area. Any such Improvements on the Easement Area shall not be installed until Grantor has obtained Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed.
6. Repair of Damage. Grantee shall promptly, within ~~fourteen~~ sixty (460) days of the completion of improvements or maintenance, repair any damage to the Easement Area, the Property, or the Grantor Improvements caused by the exercise of Grantee's rights granted under this Agreement. All damage to the Easement Area caused by Grantor, its agents, or employees shall be the sole responsibility of Grantor, including all maintenance and repair required to the Grantor Improvements.
7. ~~Indemnity. Grantor shall indemnify, defend, and hold Grantee, its parents, subsidiaries, affiliates, directors, officers and employees harmless from and against any liabilities, claims, damages, costs, losses, or expenses arising out of or related to Grantor's (i) use of the Easement Area by it or its agents, employees, contractors, licensees, and invitees, (ii) negligent or willful act or omission, (iii) failure to comply with the terms of this Agreement, or (iv) interference with Grantee's use and enjoyment of the Easement Area, all except to the extent arising from the negligence or intentional misconduct of Grantee. Grantee shall indemnify, defend and hold Grantor harmless from and against any liability, claims, damages, costs, losses, or expenses arising out of or related to Grantee's (i) interference with Grantor's use and enjoyment of the Property or of the Easement Area, except as permitted herein, (ii) negligent or willful act or omission, or (iii) failure to comply with the~~

~~terms of this Agreement, all except to the extent arising from the negligence or intentional misconduct of Grantor.~~

8.7. **Relinquishment.** In the event that Grantee, in its sole discretion, determines that Grantee no longer needs the Easement Area, Grantee may relinquish the rights granted to it under this Agreement by quit-claiming Grantee's interest in the Easement Area to Grantor. Upon such relinquishment, Grantee may, at its option, leave in place all underground Facilities installed on the Easement Area, or may remove the same and repair and restore any damage to the Easement Area and the Property caused by such removal.

9.8. **Notices.** All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below, or as may subsequently in writing be requested.

If to the Grantor:

42400 11 Mile Road  
Novi, MI 48375  
Attn.: Property Owner

If to the Grantee:

Comcast Cable Communications Management, LLC  
41112 Concept Drive  
Plymouth, MI 48170  
Attn.: Vice President of Engineering

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103  
Attn: Real Estate Counsel

With a copy sent by email to [legal\\_notices@comcast.com](mailto:legal_notices@comcast.com)

Delivery of any notice shall be deemed to be effective on the date of personal delivery, on the date set forth on the return receipt of registered or certified mail, or on the next business date of delivery to a nationally recognized overnight courier service, as the case may be.

- ~~14.9.~~ Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this Agreement. This Agreement may be amended, revised, waived, discharged, released or terminated only by a written instrument executed by both parties hereto. All of the provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. The easement granted herein shall run with the land and burden the Property. This Agreement shall be governed by the laws of the state in which the Property is located. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.
- ~~15.10.~~ Maintenance. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, the Facilities within the Easement Premises at all times during the term hereof.
- ~~16.11.~~ Abandonment. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Area for the purpose herein expressed, the Easement granted hereby shall become null and void, and the rights in and to the Easement shall revert to Grantor, and Grantee shall remove its improvements within ~~thirtyninety~~ (390) days, and restore the Property to its original condition or Grantor may do so at Grantee's expense.
- ~~17.12.~~ Grantee shall not assign or transfer an interest in this Easement, or any part thereof, without the prior written consent of the Grantor, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Grantee may assign this Easement to any Permitted Transferee (as hereinafter defined) without the necessity of Grantor's consent. No change of equity ownership, partnership interest, or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment requiring Grantor's consent hereunder. As used herein, "Permitted Transferee" shall mean any affiliate, parent, subsidiary or operating division of Grantee, or any entity acquiring all or substantially all of Grantee's assets in the State of Michigan, or any entity acquiring all or substantially all of Grantee's stock or ownership interests.



IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

WITNESS

CITY OF NOVI

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC

\_\_\_\_\_

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

Name: ~~Dale KirkRichard Taylor~~

Construction and NGAN

Title: ~~Vice President of Engineering VP,~~

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
Name and Title of Officer (e.g. "Jane Doe, Notary Public")  
appeared \_\_\_\_\_.

Name(s) of Corporate Signer(s)

- \_\_\_ personally known to me
- \_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument as

\_\_\_\_\_  
Corporate Title of Signer,  
Respectively on behalf of

\_\_\_\_\_  
Name of Corporation

WITNESS my hand and official seal.

Signature of Notary Public

DRAFT

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_.

Name(s) of Corporate Signer(s)

- \_\_\_ personally known to me
- \_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument as

\_\_\_\_\_  
Vice President of Engineering

Corporate Title of Signer,  
Respectively on behalf of

\_\_\_\_\_  
Comcast Cable Communications Management, LLC

Name of Corporation

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

<p><b>When Recorded, Return To:</b> Comcast Cable Communications, LLC 41112 Concept Drive Plymouth, MI 48017</p> <p>Attn: Shannon VanSach Parcel Number: 22-14-451-012</p> <p>Real Estate Transfer Tax Exemptions: MCLA 207.526(6)(a); MCLA 207.505(a)</p>	<p><b>Drafted By:</b> Shannon VanSach Comcast Cable Communications, LLC 41112 Concept Drive Plymouth, MI 48017 (248) 866-9759</p>
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**Exhibit A**

**Legal Description**

Land situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

Part of the South ½ of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and described as; beginning at the South ¼ corner of Section 14 and proceeding thence North 02 degrees 49 minutes 29 seconds West 200.00 feet; thence South 87 degrees 28 minutes 51 seconds West 100.00 feet; thence North 02 degrees 49 minutes 29 seconds West 222.03 feet; thence North 87 degrees 04 minutes 05 seconds East 415.00 feet; thence along the West line of Dewal Drive South 02 degrees 49 minutes 29 seconds East 418.73 feet; thence along the South line of Section 14, also being the centerline of 11 Mile Road, South 86 degrees 20 minutes 12 seconds West 315.03 feet to the point of beginning.

Tax Parcel Number: 22-14-451-012

DRAFT

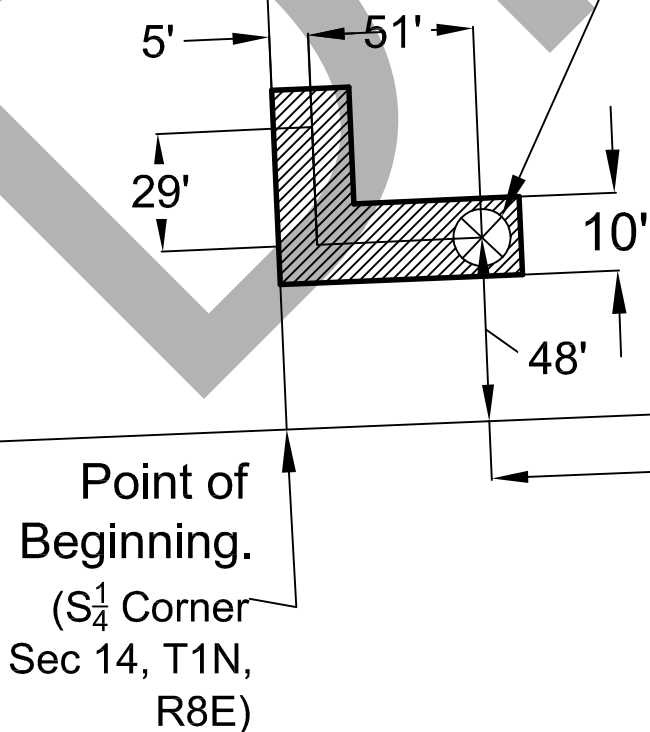
# EXHIBIT B TO FACILITIES EASEMENT AGREEMENT

Parcel #:22-14-451-012

Parcel Description: Part of the South 1/2 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and described as; beginning at the South 1/4 corner of Section 14 and proceeding thence North 02 degrees 49 minutes 29 seconds West 200.00 feet; thence South 87 degrees 28 minutes 51 seconds West 100.00 feet; thence North 02 degrees 49 minutes 29 seconds West 222.03 feet; thence North 87 degrees 04 minutes 05 seconds East 415.00 feet; thence along the West line of Dewal Drive South 02 degrees 49 minutes 29 seconds East 418.73 feet; thence along the South line of Section 14, also being the centerline of 11 Mile Road, South 86 degrees 20 minutes 12 seconds West 315.03 feet to the point of beginning.

42400 W 11 Mile Road  
Parcel Number: 22-14-451-012

10 foot wide Comcast Easement



LEE BEGOLE DRIVE

W 11 MILE ROAD -  $\odot$   
283'

Point of Beginning.  
(S $\frac{1}{4}$  Corner  
Sec 14, T1N,  
R8E)



EASEMENT SITE PLAN  
42400 W 11 Mile Road  
Oakland County  
City of Novi, Michigan



Not to Scale

Drawn By: HGS - 03.12.2024

DWG: JB0001664764

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(Do Not Type Above This Line—For Recording Purposes Only)

**Site State:** Michigan

**Site Address:** 42400 11 Mile Road, Novi, MI 48375

**Parcel ID:** 22-14-451-012

**Instrument #:**

**Book:**

**Page:**

### **FACILITIES EASEMENT AGREEMENT**

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#### **Recitals**

- A. Grantor is the fee owner of certain real property having a street address of 42400 11 Mile Road, Novi, MI 48375 as more particularly shown on Exhibit A attached hereto and incorporated herein by reference (the "Property").
- B. Grantee plans for the construction, operation and maintenance of underground communications on the Property, including, without limitation, underground coax cable and fiber-optic cabling and lines, underground conduit and junction boxes (the "Facilities") on a portion of the Property, as more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").
- C. Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a permanent, non-exclusive easement over, across, under and through the Easement Area for access to, and the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, and over and across the Property for pedestrian and vehicular access and ingress to and egress from the Easement Area.

NOW, THEREFORE, for zero (0) Dollars, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **Easement**

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right of way over, across, under, and through the Easement Area, together with a non-exclusive easement and right of way over, across, under, and through those portions

of the Property as are reasonably necessary for Grantee to access the Facilities and perform such installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, whether by pedestrian or vehicular access, which areas shall not exceed ten (10) feet on either side of the Easement Area.

2. The easement granted herein is for the purpose of allowing Grantee's employees, agents, and contractors to access, install, construct, operate, maintain, repair, reconstruct, replace or remove the Facilities, and Grantee shall not use the Easement Area for any other purpose.
3. Grantee shall have access to the Easement Area 24 hours a day, 7 days a week.
4. Grantee, its employees, agents, and contractors shall have the right to access, operate, maintain, repair, reconstruct, replace or remove the Facilities.
5. Reservation of Right to Use. Grantor reserves the right of ownership, use, and occupancy of the Property insofar as said ownership, use, and occupancy does not impair the rights granted to Grantee in this Agreement. However, Grantor shall not use or occupy the Easement Area or the Property in any manner that impairs the rights granted to Grantee in this Agreement. Without limiting the foregoing, it is understood and agreed by Grantor that no building, structure, or other improvements of any kind may be placed by Grantor on the Easement Area; provided, however, that Grantor may install asphalt paving or concrete and curbing, cement surface sidewalks and curbs, sod, and other landscaping, turf irrigation lines, and other utility lines on the Easement Area and the Property (the "Improvements"), so long as the same do not interfere with the Grantee's use of the Easement Area. Any such Improvements on the Easement Area shall not be installed until Grantor has obtained Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed.
6. Repair of Damage. Grantee shall promptly, within sixty (60) days of the completion of improvements or maintenance, repair any damage to the Easement Area, the Property, or the Grantor Improvements caused by the exercise of Grantee's rights granted under this Agreement. All damage to the Easement Area caused by Grantor, its agents, or employees shall be the sole responsibility of Grantor, including all maintenance and repair required to the Grantor Improvements.
7. Relinquishment. In the event that Grantee, in its sole discretion, determines that Grantee no longer needs the Easement Area, Grantee may relinquish the rights granted to it under this Agreement by quit-claiming Grantee's interest in the Easement Area to Grantor. Upon such relinquishment, Grantee may, at its option, leave in place all underground Facilities installed on the Easement Area, or may remove the same and repair and restore any damage to the Easement Area and the Property caused by such removal.



8. Notices. All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below, or as may subsequently in writing be requested.

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42400 11 Mile Road  
Novi, MI 48375  
Attn.: Property Owner

If to the Grantee:

Comcast Cable Communications Management, LLC  
41112 Concept Drive  
Plymouth, MI 48170  
Attn.: Vice President of Engineering

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103  
Attn: Real Estate Counsel

With a copy sent by email to [legal\\_notices@comcast.com](mailto:legal_notices@comcast.com)

Delivery of any notice shall be deemed to be effective on the date of personal delivery, on the date set forth on the return receipt of registered or certified mail, or on the next business date of delivery to a nationally recognized overnight courier service, as the case may be.

9. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this Agreement. This Agreement may be amended, revised, waived, discharged, released or terminated only by a written instrument executed by both parties hereto. All of the provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. The easement granted herein shall run with the land and burden the Property. This Agreement shall be governed by the laws of the state in which the Property is located. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.

10. Maintenance. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, the Facilities within the Easement Premises at all times during the term hereof.
11. Abandonment. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Area for the purpose herein expressed, the Easement granted hereby shall become null and void, and the rights in and to the Easement shall revert to Grantor, and Grantee shall remove its improvements within ninety (90) days, and restore the Property to its original condition or Grantor may do so at Grantee's expense.
12. Grantee shall not assign or transfer an interest in this Easement, or any part thereof, without the prior written consent of the Grantor, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Grantee may assign this Easement to any Permitted Transferee (as hereinafter defined) without the necessity of Grantor's consent. No change of equity ownership, partnership interest, or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment requiring Grantor's consent hereunder. As used herein, "Permitted Transferee" shall mean any affiliate, parent, subsidiary or operating division of Grantee, or any entity acquiring all or substantially all of Grantee's assets in the State of Michigan, or any entity acquiring all or substantially all of Grantee's stock or ownership interests.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

WITNESS

\_\_\_\_\_

CITY OF NOVI

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

\_\_\_\_\_

COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC

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

Name: Richard Taylor

Title: VP, Construction and NGAN

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_.

Name(s) of Corporate Signer(s)

- \_\_\_ personally known to me
- \_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument as

\_\_\_\_\_  
Corporate Title of Signer,  
Respectively on behalf of

Name of Corporation

\_\_\_\_\_  
WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_.

Name(s) of Corporate Signer(s)

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\_\_\_\_\_  
Vice President of Engineering  
Corporate Title of Signer,  
Respectively on behalf of

\_\_\_\_\_  
Comcast Cable Communications Management, LLC  
Name of Corporation

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

<p><b>When Recorded, Return To:</b> Comcast Cable Communications, LLC 41112 Concept Drive Plymouth, MI 48017</p> <p>Attn: Shannon VanSach Parcel Number: 22-14-451-012</p> <p>Real Estate Transfer Tax Exemptions: MCLA 207.526(6)(a); MCLA 207.505(a)</p>	<p><b>Drafted By:</b> Shannon VanSach Comcast Cable Communications, LLC 41112 Concept Drive Plymouth, MI 48017 (248) 866-9759</p>
--	---

**Exhibit A**

**Legal Description**

Land situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

Part of the South ½ of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and described as; beginning at the South ¼ corner of Section 14 and proceeding thence North 02 degrees 49 minutes 29 seconds West 200.00 feet; thence South 87 degrees 28 minutes 51 seconds West 100.00 feet; thence North 02 degrees 49 minutes 29 seconds West 222.03 feet; thence North 87 degrees 04 minutes 05 seconds East 415.00 feet; thence along the West line of Dewal Drive South 02 degrees 49 minutes 29 seconds East 418.73 feet; thence along the South line of Section 14, also being the centerline of 11 Mile Road, South 86 degrees 20 minutes 12 seconds West 315.03 feet to the point of beginning.

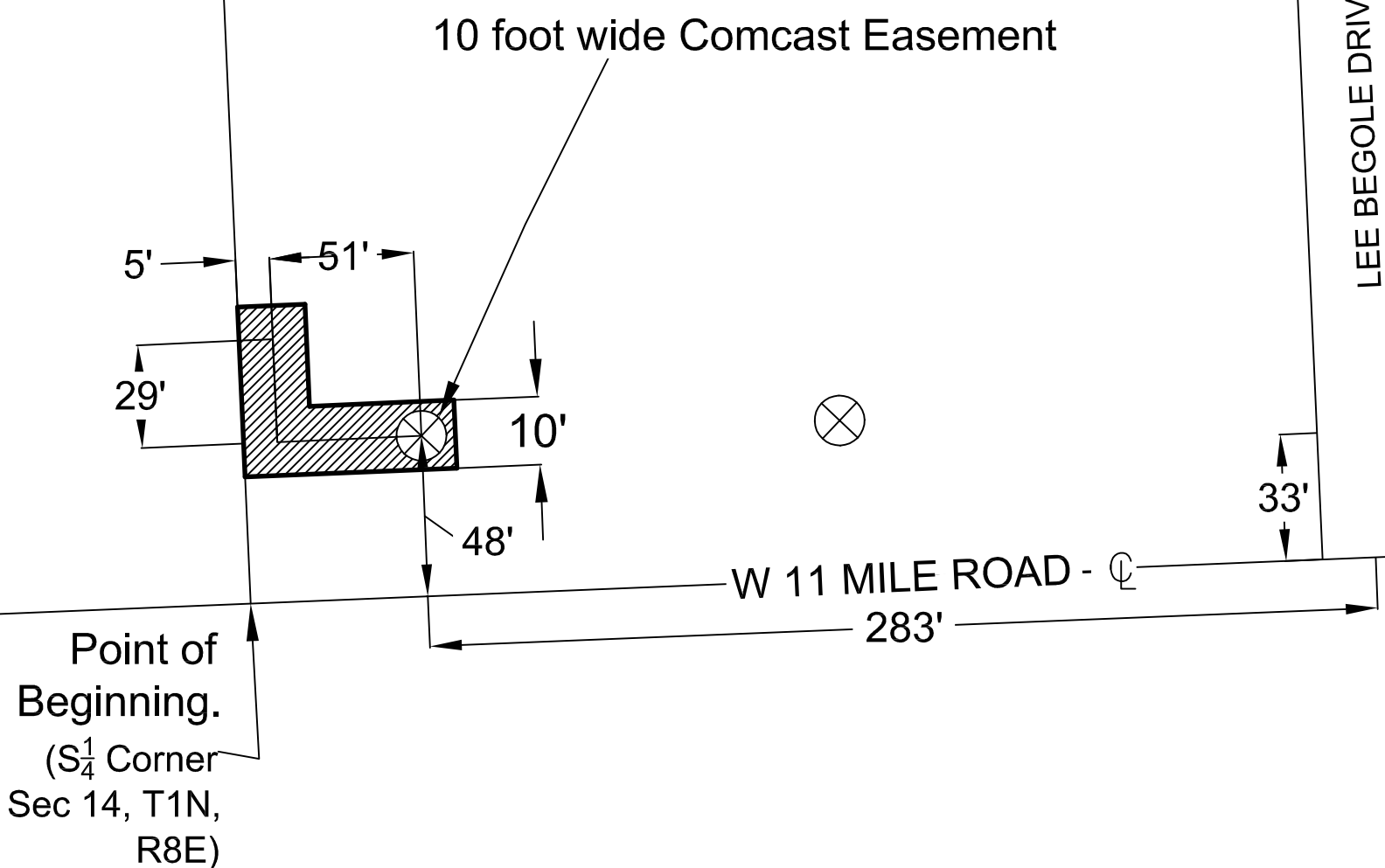
Tax Parcel Number: 22-14-451-012

# EXHIBIT B TO FACILITIES EASEMENT AGREEMENT

Parcel #:22-14-451-012

Parcel Description: Part of the South 1/2 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and described as; beginning at the South 1/4 corner of Section 14 and proceeding thence North 02 degrees 49 minutes 29 seconds West 200.00 feet; thence South 87 degrees 28 minutes 51 seconds West 100.00 feet; thence North 02 degrees 49 minutes 29 seconds West 222.03 feet; thence North 87 degrees 04 minutes 05 seconds East 415.00 feet; thence along the West line of Dewal Drive South 02 degrees 49 minutes 29 seconds East 418.73 feet; thence along the South line of Section 14, also being the centerline of 11 Mile Road, South 86 degrees 20 minutes 12 seconds West 315.03 feet to the point of beginning.

42400 W 11 Mile Road  
Parcel Number: 22-14-451-012



EASEMENT SITE PLAN  
42400 W 11 Mile Road  
Oakland County  
City of Novi, Michigan



Not to Scale

Drawn By: HGS - 03.12.2024

DWG: JB0001664764