



CITY of NOVI CITY COUNCIL

Agenda Item J
March 27, 2017

SUBJECT: Correcting the name of the previously accepted Academy Lane to Everbrook Lane, and corresponding Act 51 New Street Resolution accepting it as public.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

On March 13, 2017, City Council accepted the street Academy Lane for the street accessing the recently constructed Everbrook Academy. Upon further review it was determined that name presented to City Council was incorrect. The correct name for the street in question should be Everbrook Lane. The attached resolution is a correction of the name.

RECOMMENDED ACTION: Correcting the name of the previously accepted Academy Lane to Everbrook Lane, and corresponding Act 51 New Street Resolution accepting it as public.

Location Map
Everbrook Lane

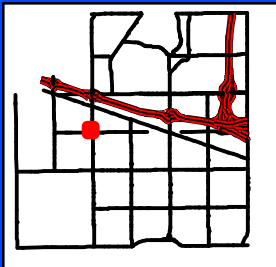


Map Author: Theresa Bridges
Date: March 20, 2017
Project:
Version #:

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



1 inch = 125 feet



CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

Everbrook Lane

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on March 13, 2017, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Everbrook Lane, and,

WHEREAS; that said street is located within a City right-of-way that is under the control of the City of Novi, and,

WHEREAS; that Everbrook Lane was open to the public since 2017.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Everbrook Lane and direct such be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 13th day of March, 2017 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi



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@jrslaw.com

www.jrslaw.com

February 21, 2017

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

**Re: Everbrook Academy JSP15-0057
Acceptance Documents**

Dear Mr. Melistas:

We have received and reviewed the following documents for Everbrook Academy:

- Water System Easement (**Approved**)
- Sanitary Sewer System Access Easement (**Approved**)
- Bill of Sale - Beck Road ROW Improvements (**Approved**)
- Bill of Sale - Beck Road ROW Improvements (**Approved**)
- Bill of Sale - Water and Sanitary Sewer (**Approved**)
- Warranty Deed - Beck Road ROW - (**Approved**)
- Warranty Deed - Everbrook Lane ROW (**Approved**)
- Partial Discharge of Mortgage - (**Approved**)
- Title Commitment

Water and Sanitary Sewer System Access Easements

STORE capital Acquisitions, LLC, seeks to convey the Water System Easement and Sanitary Sewer System Access Easement and corresponding Bill of Sale for water main facilities serving the Everbrook Academy Development. We have reviewed and approve the format and language of the above Water System and Sanitary Sewer System Access 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.

The Maintenance and Guarantee Bond posted has been reviewed and approved by the City's Bond Coordinator. The Bond is in place to guarantee the materials and workmanship of the water system facilities for two years from the date of acceptance.

Warranty Deed

The Warranty Deeds provided to the City for the adjacent Beck Road and Everbrook Lane Right-of-Way are acceptable. The City Consulting Engineer has reviewed and approved the legal descriptions. The Warranty Deeds for the Beck Road and Everbrook Lane Right-of Way may be placed on an upcoming City Council Agenda for acceptance. Once accepted by City Council, the original Warranty Deed should be recorded with the Oakland County Register of Deeds in the usual manner. Bills of Sale have also been provided conveying the sidewalk, curb and gutter within the Beck Road and Everbrook Lane Right-of-Way to the City for public use, maintenance and repair.

Once accepted pursuant to Affidavit of the City Engineer, the Water and Sanitary Sewer System Access Easements should be recorded with the Oakland County Register of Deeds in the usual manner. The Bills of Sale and Title Commitment should be retained in the City's file.

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

Sincerely,

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

Elizabeth K. 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 Rechtien, Staff Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Brian Adamson, ICAP Development (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

2425 E. Camelback Road, Suite 300, Phoenix, Arizona, 85016,
(602)567-8100,

File No. NCS-834908-PHX1

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued may contain an arbitration clause. When the amount of the Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



First American

Commitment for Title Insurance

ISSUED BY

Schedule A

First American Title Insurance Company

2425 E. Camelback Road, Suite 300, Phoenix, Arizona, 85016
(602)567-8100, (602)567-8101,

File No.: NCS-834908-PHX1

For Informational Purposes Only
Address Reference: 26195 Beck Road, Novi, MI

Revision Info:

1. Commitment Date: January 24, 2017 @ 8:00 am

2. Policy or Policies to be issued: Amount

a. ALTA Owners Policy (06-17-06) \$TBD

Proposed Insured:
Prospective Purchaser

b. ALTA Loan Policy (06-17-06) \$0.00

Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Store Capital Acquisitions, LLC, a Delaware limited liability company, pursuant to deed recorded in Liber 49574, Page 683

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

Part of the Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant North 00 degrees 44 minutes 30 seconds East 333.55 feet from the Southeast section corner thence West 570.95 feet; thence North 00 degrees 44 minutes 30 seconds East 333.55 feet; thence East 570.95 feet; thence South 00 degrees 44 minutes 30 seconds West 333.55 feet to the Point of Beginning. Excepting there from the following described land deeded to the City of Novi as disclosed by Warranty Deed recorded in Liber 19494, page 140, described as: Part of the Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant North 00 degrees 44 minutes 30 seconds East 333.55 feet along the East line of Section 17 from the Southeast 1/4 corner of said Section 17; thence West 60.0 feet; thence North 00 degrees 44 minutes 30 seconds East 160.0 feet; thence East 60.0 feet; thence South 00 degrees 44 minutes 30 seconds West 160.0 feet to the Point of Beginning.

Being the same as that property as shown on ALTA/NSPS land title survey Prepared by Accurate Surveying and Mapping, dated April 19, 2016, Job No. 015-133, More particularly described as follows:

Real property in the City of Novi, County of Oakland, State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County,

Michigan, described as:

Beginning at a point distant North 00 degrees 44 minutes 30 seconds East 333.55 feet from the Southeast section corner; thence South 89 degrees 26 minutes 06 seconds West 571.35 feet, thence North 00 degrees 48 minutes 35 seconds East 333.75 feet; thence North 89 degrees 27 minutes 15 seconds East 570.95 feet; thence south 00 degrees 44 minutes 30 seconds West 333.55 feet to the point of beginning.

Excepting there from the following described land deeded to the City of Novi as disclosed by warranty deed recorded in Liber 19494, Page 140, described as: part of the Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Beginning at a point distant North 00 degrees 44 minutes 30 seconds East 333.55 feet along the East line of section 17 from the Southeast 1/4 corner of said section 17; thence South 89 degrees 26 minutes 06 seconds West 60.02 feet; thence North 00 degrees 44 minutes 30 seconds East 160.00 feet; thence South 89 degrees 26 minutes 06 seconds East 60.02 feet; thence South 00 degrees 44 minutes 30 seconds West 160.02 feet to the point of beginning.



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company
2425 E. Camelback Road, Suite 300, Phoenix, Arizona, 85016

Schedule BI

File No.: NCS-834908-PHX1

REQUIREMENTS

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
5. If subject property is connected to public-owned utilities, we should be furnished a copy of the current bill(s) showing that all charges have been paid to date, or the Owner's Policy to be issued will include the following exception on Schedule B: "Unpaid public-owned utility charges".
6. Pay unpaid taxes and assessments unless shown as paid.
7. Payment, cancellation and satisfaction of record of mortgage executed by Store Capital Acquisitions, LLC, a Delaware limited liability company in favor of Citibank, N.A., recorded July 12, 2016 in Liber 49572, Page 450 and re-recorded in Liber 50072, Page 335.
8. Submit to the Company evidence of good standing of Store Capital Acquisitions, LLC, a Delaware limited liability company, issued by the appropriate office of its state of domicile.
9. With respect to Store Capital Acquisitions, LLC, a Delaware limited liability company, we will require a full copy of the operating agreement and any amendments, together with an affidavit signed by the managing member(s) stating that it is a true copy and that there have been no further amendments. Other requirements may be made following the review of such documents.
10. Record Warranty Deed from Store Capital Acquisitions, LLC, a Delaware limited liability company to Prospective Purchaser.
11. When the proposed insured is identified additional requirements and/or exceptions may be made.
12. Provide evidence of the purchase price and/or the amount of the mortgage to be insured.
13. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.

14. Submit ALTA/NSPS land title survey or other survey satisfactory to the Company by an approved surveyor. Additional Exceptions may be made for easements, parties in possession of the land, encroachments, overlaps, boundary line discrepancies, and other matters which may be disclosed by the survey. This requirement is waived if the land is a lot in a recorded subdivision and the improvement is a one-to-four family residential structure which was constructed more than 18 months ago.



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company
2425 E. Camelback Road, Suite 300, Phoenix, Arizona ,85016

Schedule BII

File No.: NCS-834908-PHX1

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. The Oakland County Treasurer provided the following information:

2016 Summer Taxes in the amount of \$3,093.05 are PAID
2016 Winter Taxes in the amount of \$1,149.28 are PAID

TAX PARCEL IDENTIFICATION:
Property Address: 26195 Beck Rd
Tax Parcel No.: 22-17-400-014
Special Assessments: None

The amounts shown as unpaid do not include collection fees, penalties, interests, sewer/water service charges. Please verify before closing.

Notice: If taxes, assessment or water/sewer are to be paid at time of closing, an original tax and water bill must be presented.

7. All of the terms and provisions set forth and contained in that certain Lease between Store Capital Acquisitions, LLC, a Delaware limited liability company, Lessor, and Tutor Time Learning Centers, LLC, a Michigan limited liability company, Lessee, a memorandum of which is recorded in Liber 49572, Page 475.
8. The terms, provisions and easement(s) contained in the document entitled "Declaration of Taking" recorded February 22, 1978 as Liber 7136, Page 174 of Official Records.

9. Sanitary Easement granted to City of Novi disclosed by instrument recorded in Liber 19217, Page 182, Oakland County Records.
10. Temporary Construction Easement granted to City of Novi, a Michigan municipal corporation disclosed by instrument recorded in Liber 19217, Page 184, Oakland County Records.
11. The terms and provisions contained in the document entitled "Planned Suburban Low-Rise (PSLR) Overlay Development Agreement-ICAP Development, LLC" recorded August 2, 2016 as Liber 49646, Page 83 of Official Records.
12. DTE Electric Company Underground Easement (Right of Way) granted to DTE Electric Company, a Michigan corporation disclosed by instrument recorded in Liber 50150, Page 344, Oakland County Records.
13. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
14. Correlative rights of other Riparian Owners and to the Public Trust in and to the waters of the drain crossing subject property.
15. Survey prepared by Accurate Surveying and Mapping, dated April 19, 2016, under Job No. 015-133, shows the following:

Overhead utility lines, guy wire and power poles inside Western boundary of subject property with no apparent easement.
16. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
17. Rights of tenants under unrecorded leases.



Privacy Information
We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

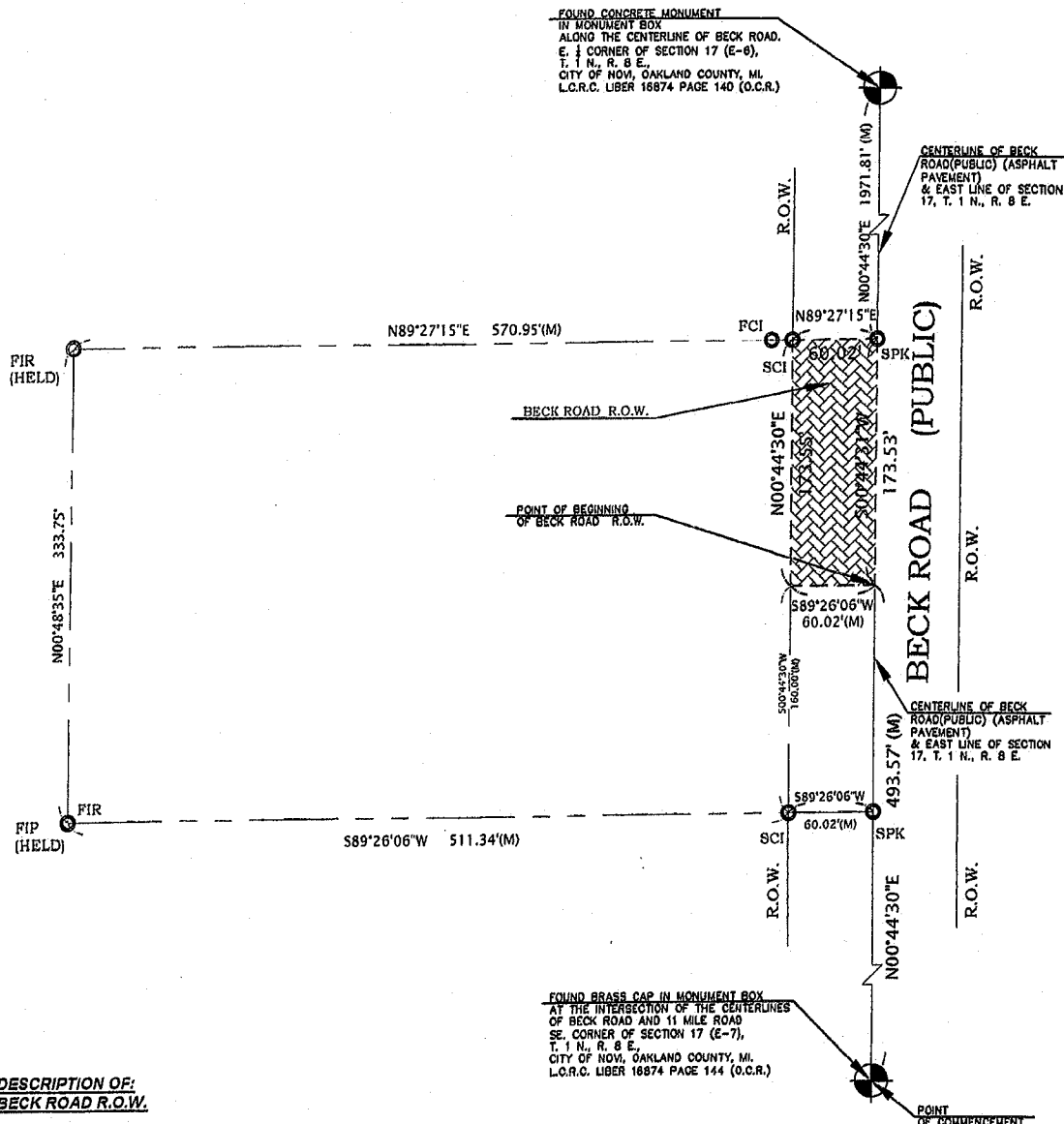
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

EXHIBIT A BECK ROAD R.O.W.



FOUND CONCRETE MONUMENT
IN MONUMENT BOX
ALONG THE CENTERLINE OF BECK ROAD.
E. 1/4 CORNER OF SECTION 17 (E-8),
T. 1 N., R. 8 E.,
CITY OF NOVI, OAKLAND COUNTY, MI.
L.C.R.C. LIBER 16874 PAGE 140 (O.C.R.)

CENTERLINE OF BECK
ROAD(PUBLIC) (ASPHALT
PAVEMENT)
& EAST LINE OF SECTION
17, T. 1 N., R. 8 E.

FOUND BRASS CAP IN MONUMENT BOX
AT THE INTERSECTION OF THE CENTERLINES
OF BECK ROAD AND 11 MILE ROAD
SE. CORNER OF SECTION 17 (E-7),
T. 1 N., R. 8 E.,
CITY OF NOVI, OAKLAND COUNTY, MI.
L.C.R.C. LIBER 16874 PAGE 144 (O.C.R.)

**DESCRIPTION OF:
BECK ROAD R.O.W.**

BECK ROAD R.O.W. SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN;
THENCE N 00°44'30" E ALONG THE CENTERLINE OF BECK ROAD AND THE EAST LINE OF SAID SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, A DISTANCE OF 493.57 FEET; TO BECK ROAD R.O.W. POINT OF BEGINNING;
THENCE S 89°26'06" W, 60.02 FEET;
THENCE N 00°44'30" E, 173.53 FEET;
THENCE S 89°27'15" E, 60.02 FEET;
THENCE S 00°44'31" W, 173.53 FEET; TO BECK ROAD R.O.W. POINT OF BEGINNING;

CONTAINING 10412.3944 SQUARE FEET OR 0.23904 ACRES

LEGEND OF SYMBOLS & ABBREVIATIONS

- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT
- (TYP.) TYPICAL
- EXIST. EXISTING
- R.O.W. RIGHT-OF-WAY
- ⊕ SECTION CORNER
- FP FOUND IRON PIPE
- FR FOUND IRON ROD
- FCI FOUND CAPPED IRON ROD
- SPK SET PK NAIL
- SCI SET CAPPED IRON ROD
- - - BOUNDARY LINE
- ▨ R.O.W. HATCH

REV. #1



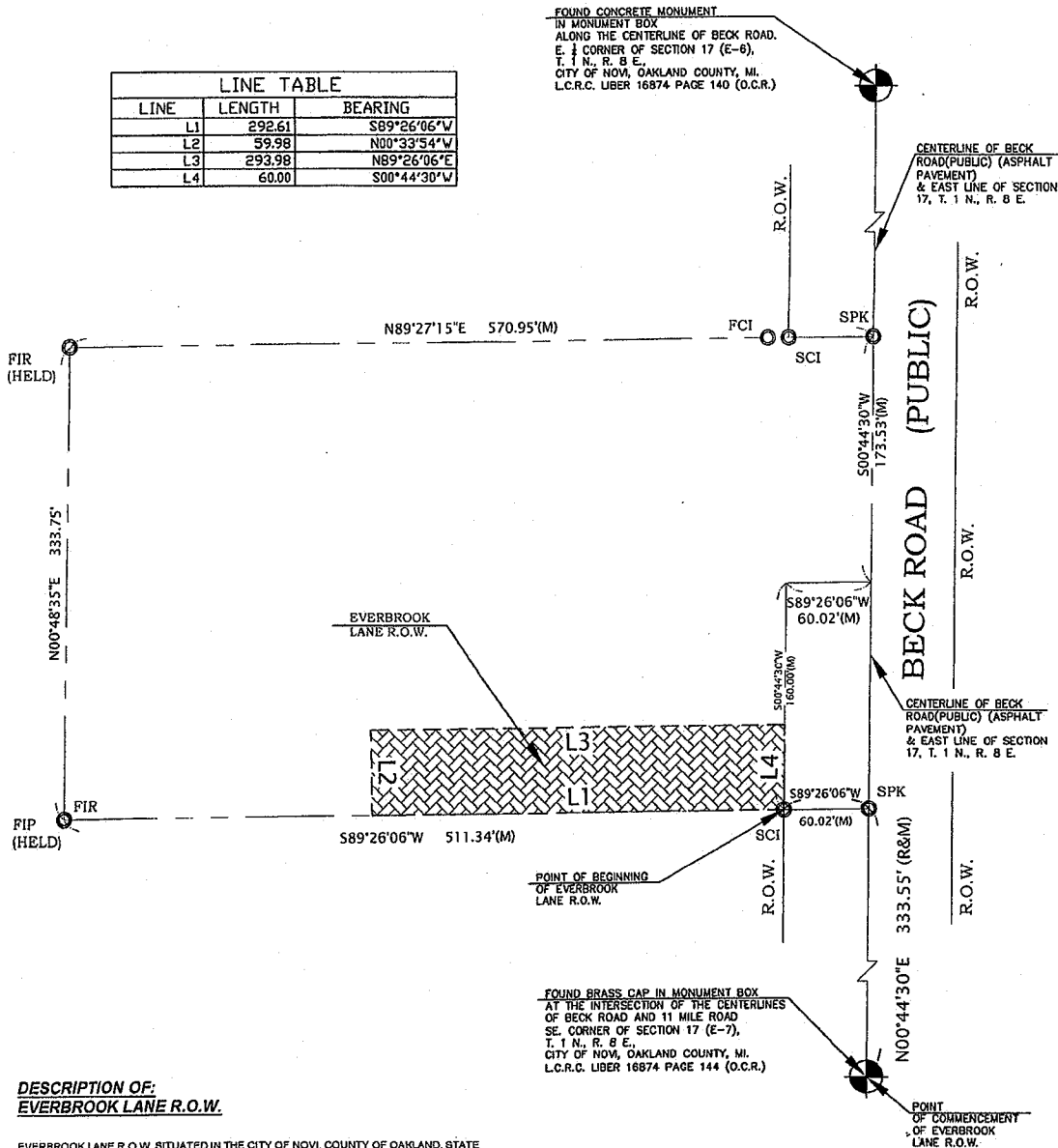
 <p>ACCURATE SURVEYING AND MAPPING LAND SURVEYORS DEVELOPMENT CONSULTANTS</p> <p>19500 Middlebelt Rd., Suite 340 E. Livonia, MI 48152-2196</p> <p>PH: 313-506-3160 PH: 734-437-7740 Fax: 734-437-7759</p>	<p>ICAP DEVELOPMENT</p> <p>DATE: 01-13-2017</p>
	<p>100 0 50 100</p>  <p>SCALE 1 INCH = 100 FEET</p>

EXHIBIT A EVERBROOK LANE R.O.W.



LINE TABLE		
LINE	LENGTH	BEARING
L1	292.61	S89°26'06"W
L2	59.98	N00°33'54"W
L3	293.98	N89°26'06"E
L4	60.00	S00°44'30"W

FOUND CONCRETE MONUMENT
IN MONUMENT BOX
ALONG THE CENTERLINE OF BECK ROAD.
E. 1/4 CORNER OF SECTION 17 (E-6),
T. 1 N., R. 8 E.,
CITY OF NOVI, OAKLAND COUNTY, MI.
L.C.R.C. UBER 16874 PAGE 140 (O.C.R.)



**DESCRIPTION OF:
EVERBROOK LANE R.O.W.**

EVERBROOK LANE R.O.W. SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN;
THENCE N 00°44'30" E ALONG THE CENTERLINE OF BECK ROAD AND THE EAST LINE OF SAID SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, A DISTANCE OF 333.55 FEET;
THENCE S 89°26'06" W, 60.02 FEET TO EVERBROOK LANE R.O.W. POINT OF BEGINNING;
THENCE S 89°26'06" W, 292.61 FEET; (L1)
THENCE N 00°33'54" W, 59.98 FEET; (L2)
THENCE N 89°26'06" E, 293.98 FEET; (L3)
THENCE S 00°44'30" W, 60.00 FEET (L4) TO EVERBROOK LANE R.O.W. POINT OF BEGINNING

CONTAINING 17591.7761 SQUARE FEET OR 0.40385 ACRES

FOUND BRASS CAP IN MONUMENT BOX
AT THE INTERSECTION OF THE CENTERLINES
OF BECK ROAD AND 11 MILE ROAD
SE. CORNER OF SECTION 17 (E-7),
T. 1 N., R. 8 E.,
CITY OF NOVI, OAKLAND COUNTY, MI.
L.C.R.C. LIBER 16874 PAGE 144 (O.C.R.)

LEGEND OF SYMBOLS & ABBREVIATIONS

- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT
- (TYP.) TYPICAL
- EXIST. EXISTING
- R.O.W. RIGHT-OF-WAY
- SECTION CORNER
- FIP FOUND IRON PIPE
- FR FOUND IRON ROD
- FCI FOUND CAPPED IRON ROD
- SPK SET PK NAIL
- SCI SET CAPPED IRON ROD
- BOUNDARY LINE
- EASEMENT HATCH

ACCURATE SURVEYING AND MAPPING
LAND SURVEYORS
DEVELOPMENT CONSULTANTS

19500 Middlebelt Rd., Suite 340 E.
Livonia, MI 48152-2196

PH: 313-506-3160
PH: 734-437-7740
Fax: 734-437-7759

ICAP DEVELOPMENT

SCALE 1 INCH = 100 FEET

DATE: 11-18-2016

FILE NO.
015-133 EVERBROOK LANE ROW

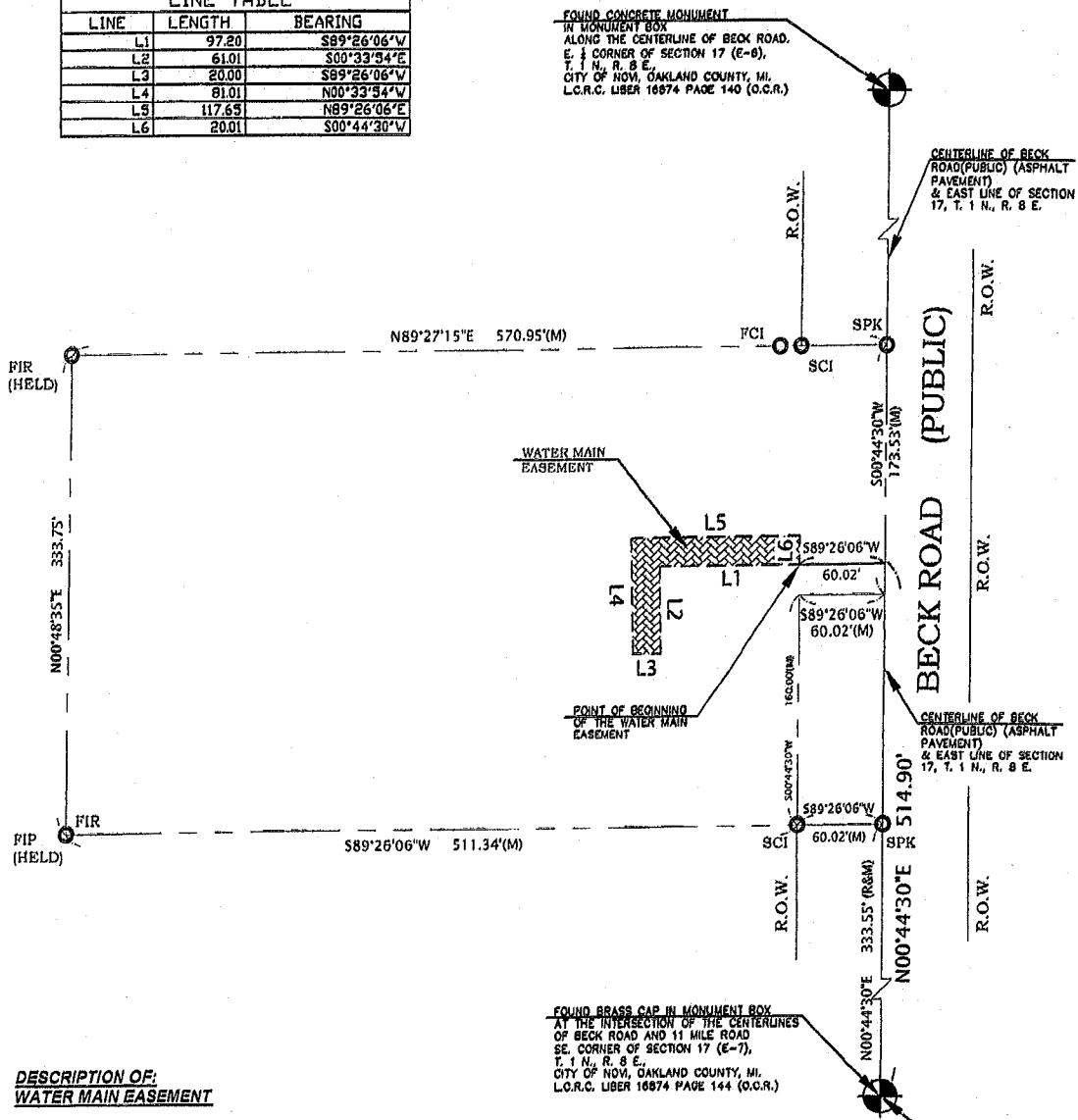
JOB NO.
015-133 EVERBROOK LANE ROW

SHEET 1 OF 1

WATER MAIN EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	97.20	S89°26'06"W
L2	61.01	S00°33'34"E
L3	20.00	S89°26'06"W
L4	61.01	N00°33'34"E
L5	117.65	N89°26'06"E
L6	20.01	S00°44'30"W



**DESCRIPTION OF:
WATER MAIN EASEMENT**

THE WATER MAIN EASEMENT SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:
PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN;
THENCE N 00°44'30" E ALONG THE CENTERLINE OF BECK ROAD AND THE EAST LINE OF SAID SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, A DISTANCE OF 514.90 FEET;
THENCE S 89°26'06" W, 60.02 FEET TO THE WATER MAIN EASEMENT POINT OF BEGINNING;
THENCE S 89°26'06" W, 97.20 FEET; (L1)
THENCE S 00°33'34" E, 61.01 FEET; (L2)
THENCE S 89°26'06" W, 20.00 FEET; (L3)
THENCE N 00°33'34" E, 61.01 FEET; (L4)
THENCE N 89°26'06" E, 117.65 FEET; (L5)
THENCE S 00°44'30" W, 20.01 FEET (L6) TO THE WATER MAIN EASEMENT POINT OF BEGINNING

CONTAINING 3566.6987 SQUARE FEET OR 0.081928 ACRES

LEGEND OF SYMBOLS & ABBREVIATIONS

- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT
- (TYP.) TYPICAL
- EXIST. EXISTING
- R.O.W. RIGHT-OF-WAY
- SECTION CORNER
- FIP FOUND IRON PIPE
- FIR FOUND IRON ROD
- FCI FOUND CAPPED IRON ROD
- SPK SET PK NAIL
- SCI SET CAPPED IRON ROD
- BOUNDARY LINE
- EASEMENT HATCH

ACCURATE SURVEYING AND MAPPING

LAND SURVEYORS
DEVELOPMENT CONSULTANTS

19500 Middlebelt Rd., Suite 340 E.
Livonia, MI 48152-2196

PH: 313-506-3160
PH: 734-437-7740
Fax: 734-437-7759

ICAP DEVELOPMENT

100 0 50 100



SCALE 1 INCH = 100 FEET

DATE: 11-18-2016

FILE NO.

018-153 WATER MAIN EASEMENT

JOB NO.

018-153 WATER MAIN EASEMENT

SHEET 1 OF 1

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that STORE Capital Acquisitions, LLC a Delaware limited liability company, whose address is 8377 E. Hartford Dr., Suite 100, Scottsdale, Arizona 85255, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[Insert Description of Parcel or See attached and incorporated Exhibit A]

Tax Identification Number: 22-17-400-014

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 attached and incorporated Exhibit B]

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.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

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.

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated _____, 20__, as shown in the Exhibit A attached hereto and incorporated herein, whereby STORE Capital Acquisitions, 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.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 14th day of February, 2017.

CITIBANK, N.A.

By: _____
Name: _____
Its: _____
*John Hannon
Vice President*

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing Consent to Easement was acknowledged before me this 14th day of February, 2017, by John Hannon, the Vice President of CITIBANK, N.A.

Notary Public
My commission expires: _____

NOREEN SANTOS
Notary Public, State of New York
Registration #01SA6228750
Qualified In Nassau County
Certificate Filed in New York County
Commission Expires September 27, 2018

EXHIBIT A

Legal Description

Real property in the City of Novi, County of Oakland, State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant North 00 degrees 44 minutes 30 seconds East 333.55 feet from the Southeast section corner thence West 570.95 feet; thence North 00 degrees 44 minutes 30 seconds East 333.55 feet; thence East 570.95 feet; thence South 00 degrees 44 minutes 30 seconds West 333.55 feet to the Point of Beginning. Excepting there from the following described land deeded to the City of Novi as disclosed by Warranty Deed recorded in Liber 19494, page 140, described as: Part of the Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant North 00 degrees 44 minutes 30 seconds East 333.55 feet along the East line of Section 17 from the Southeast 1/4 corner of said Section 17; thence West 60.0 feet; thence North 00 degrees 44 minutes 30 seconds East 160.0 feet; thence East 60.0 feet; thence South 00 degrees 44 minutes 30 seconds West 160.0 feet to the Point of Beginning.

BEING THE SAME AS THAT PROPERTY AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY PREPARED BY ACCURATE SURVEYING AND MAPPING, DATED APRIL 19, 2016, JOB NO. 015-133, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS: PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 44 MINUTES 30 SECONDS EAST 333.55 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE SOUTH 89 DEGREES 26 MINUTES 06 SECONDS WEST 571.35 FEET, THENCE NORTH 00 DEGREES 48 MINUTES 35 SECONDS EAST 333.75 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 15 SECONDS EAST 570.95 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 30 SECONDS WEST 333.55 FEET TO THE POINT OF BEGINNING. EXCEPTING THERE FROM THE FOLLOWING DESCRIBED LAND DEEDED TO THE CITY OF NOVI AS DISCLOSED BY WARRANTY DEED RECORDED IN LIBER 19494, PAGE 140, DESCRIBED AS: PART OF

THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:
BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 44 MINUTES 30
SECONDS EAST 333.55 FEET ALONG THE EAST LINE OF SECTION 17
FROM THE SOUTHEAST 1/4 CORNER OF SAID SECTION 17; THENCE
SOUTH 89 DEGREES 26 MINUTES 06 SECONDS WEST 60.02 FEET;
THENCE NORTH 00 DEGREES 44 MINUTES 30 SECONDS EAST 160.00
FEET; THENCE S 89 DEGREES 26 MINUTES 06 SECONDS EAST 60.02
FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 30 SECONDS WEST
160.02 FEET TO THE POINT OF BEGINNING.

SANITARY SEWER MANHOLE ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that STORE Capital Acquisitions, LLC a Delaware limited liability corporation whose address is 8377 E. Hartford Dr., Suite 100, Scottsdale, Arizona 85255, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A]

Tax Parcel Identification Number: 22-17-400-014

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 nonexclusive perpetual easement for a sanitary sewer monitoring manhole, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit B]

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

Grantee may access, inspect the sanitary sewer and all necessary appurtenances thereto, within the easement herein granted.

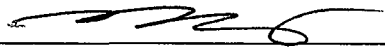
Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements 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.

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 February 15 2017.

GRANTOR:

STORE Capital Acquisitions, LLC, a Delaware limited liability company,


By: _____, Its _____

Michael J. Zieg
Executive Vice President

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

On this 15 day of February, 2017, before me, personally appeared the above named Michael J. Zieg, the Exec. VP/PO of **STORE Capital Acquisitions, LLC**, a Delaware limited liability company, 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.





Notary Public
Acting in Maricopa County, AZ
My commission expires 3.30.2018

CONSENT TO EASEMENT

As the holder of a mortgage interest in and to the property referenced in the Sanitary Sewer System Access Easement, dated _____, 20__, as shown in the Exhibit A attached hereto and incorporated herein; whereby STORE Capital Acquisitions, 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.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 14th day of February, 2017.

CITIBANK, N.A.

By: _____

Name: _____

Its: _____

John Hannon
Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing Consent to Easement was acknowledged before me this 14th day of February, 2017, by John Hannon, the Vice President of CITIBANK, N.A.

Notary Public

My commission expires: _____

NOREEN SANTOS
Notary Public, State of New York
Registration #01SA6228750
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires September 27, 2018

Drafted by:
Elizabeth Kudla Saarela
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

And when recorded return to:
Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Rd
Novi, MI 48375

EXHIBIT A

Legal Description

Real property in the City of Novi, County of Oakland, State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant North 00 degrees 44 minutes 30 seconds East 333.55 feet from the Southeast section corner thence West 570.95 feet; thence North 00 degrees 44 minutes 30 seconds East 333.55 feet; thence East 570.95 feet; thence South 00 degrees 44 minutes 30 seconds West 333.55 feet to the Point of Beginning. Excepting there from the following described land deeded to the City of Novi as disclosed by Warranty Deed recorded in Liber 19494, page 140, described as: Part of the Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant North 00 degrees 44 minutes 30 seconds East 333.55 feet along the East line of Section 17 from the Southeast 1/4 corner of said Section 17; thence West 60.0 feet; thence North 00 degrees 44 minutes 30 seconds East 160.0 feet; thence East 60.0 feet; thence South 00 degrees 44 minutes 30 seconds West 160.0 feet to the Point of Beginning.

BEING THE SAME AS THAT PROPERTY AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY PREPARED BY ACCURATE SURVEYING AND MAPPING, DATED APRIL 19, 2016, JOB NO. 015-133, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

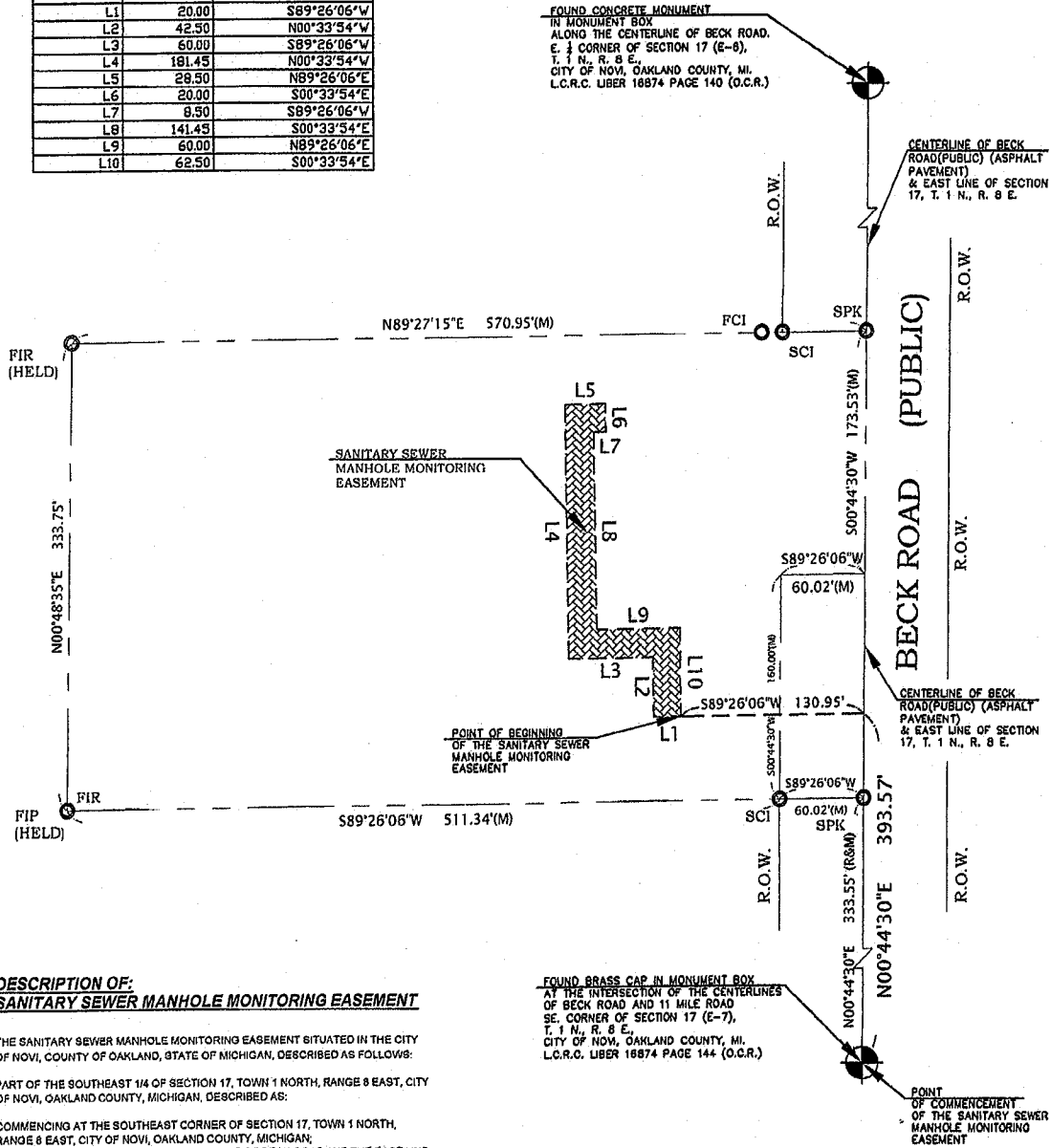
REAL PROPERTY IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS: PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 44 MINUTES 30 SECONDS EAST 333.55 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE SOUTH 89 DEGREES 26 MINUTES 06 SECONDS WEST 571.35 FEET, THENCE NORTH 00 DEGREES 48 MINUTES 35 SECONDS EAST 333.75 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 15 SECONDS EAST 570.95 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 30 SECONDS WEST 333.55 FEET TO THE POINT OF BEGINNING. EXCEPTING THERE FROM THE FOLLOWING DESCRIBED LAND DEEDED TO THE CITY OF NOVI AS DISCLOSED BY WARRANTY DEED RECORDED IN LIBER 19494, PAGE 140, DESCRIBED AS: PART OF

THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:
BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 44 MINUTES 30
SECONDS EAST 333.55 FEET ALONG THE EAST LINE OF SECTION 17
FROM THE SOUTHEAST 1/4 CORNER OF SAID SECTION 17; THENCE
SOUTH 89 DEGREES 26 MINUTES 06 SECONDS WEST 60.02 FEET;
THENCE NORTH 00 DEGREES 44 MINUTES 30 SECONDS EAST 160.00
FEET; THENCE S 89 DEGREES 26 MINUTES 06 SECONDS EAST 60.02
FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 30 SECONDS WEST
160.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT B SANITARY SEWER MANHOLE MONITORING EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	S89°26'06"W
L2	42.50	N00°33'54"W
L3	60.00	S89°26'06"W
L4	181.45	N00°33'54"W
L5	28.50	N89°26'06"E
L6	20.00	S00°33'54"E
L7	8.50	S89°26'06"W
L8	141.45	S00°33'54"E
L9	60.00	N89°26'06"E
L10	62.50	S00°33'54"E



**DESCRIPTION OF:
SANITARY SEWER MANHOLE MONITORING EASEMENT**

THE SANITARY SEWER MANHOLE MONITORING EASEMENT SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN;
 THENCE N 00°44'30" E ALONG THE CENTERLINE OF BECK ROAD AND THE EAST LINE OF SAID SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, A DISTANCE OF 393.57 FEET;
 THENCE S 89°26'06" W, 130.95 FEET TO THE SANITARY SEWER MANHOLE MONITORING EASEMENT POINT OF BEGINNING;
 THENCE S 89°26'06" W, 20.00 FEET; (L1)
 THENCE N 00°33'54" W, 42.50 FEET; (L2)
 THENCE S 89°26'06" W, 60.00 FEET; (L3)
 THENCE N 00°33'54" W, 181.45 FEET; (L4)
 THENCE N 89°26'06" E, 28.50 FEET; (L5)
 THENCE S 00°33'54" E, 20.00 FEET; (L6)
 THENCE S 89°26'06" W, 8.50 FEET; (L7)
 THENCE S 00°33'54" E, 141.45 FEET; (L8)
 THENCE N 89°26'06" E, 60.00 FEET; (L9)
 THENCE S 00°33'54" E, 62.50 FEET (L10) TO THE SANITARY SEWER MANHOLE MONITORING EASEMENT POINT OF BEGINNING

CONTAINING 8819.1934 SQUARE FEET OR 0.134 ACRES

FOUND BRASS CAP IN MONUMENT BOX AT THE INTERSECTION OF THE CENTERLINES OF BECK ROAD AND 11 MILE ROAD SE. CORNER OF SECTION 17 (E-7), T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MI. L.C.R.C. LIBER 18874 PAGE 144 (O.C.R.)

LEGEND OF SYMBOLS & ABBREVIATIONS

- | | |
|--------|-----------------------|
| (M) | FIELD MEASUREMENT |
| (R) | RECORDED MEASUREMENT |
| (TYP.) | TYPICAL |
| EXIST. | EXISTING |
| R.O.W. | RIGHT-OF-WAY |
| ⊕ | SECTION CORNER |
| ○ FIP | FOUND IRON PIPE |
| ○ FIR | FOUND IRON ROD |
| ○ FCI | FOUND CAPPED IRON ROD |
| ○ SPK | SET PK NAIL |
| ○ SCI | SET CAPPED IRON ROD |
| --- | BOUNDARY LINE |
| ▨ | EASEMENT HATCH |

ACCURATE SURVEYING AND MAPPING

LAND SURVEYORS
DEVELOPMENT CONSULTANTS

19500 Middlebelt Rd., Suite 340 E. PH: 313-506-3160
Livonia, MI 48152-2196 PH: 734-437-7740
Fax: 734-437-7759

ICAP DEVELOPMENT

SCALE 1 INCH = 100 FEET

DATE: 11-18-2016

FILE NO.
015-133 SANITARY SEWER MANHOLE MONITORING EASEMENT

JOB NO.
015-133 SANITARY SEWER MANHOLE MONITORING EASEMENT

SHEET 1 OF 1

EXHIBIT A

Legal Description

Real property in the City of Novi, County of Oakland, State of Michigan, described as follows:

BECK ROAD R.O.W. SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN;

THENCE N 00°44'30" E ALONG THE CENTERLINE OF BECK ROAD AND THE EAST LINE OF SAID SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, A DISTANCE OF 493.57 FEET; TO BECK ROAD R.O.W. POINT OF BEGINNING;

THENCE S 89°28'06" W, 60.02 FEET;

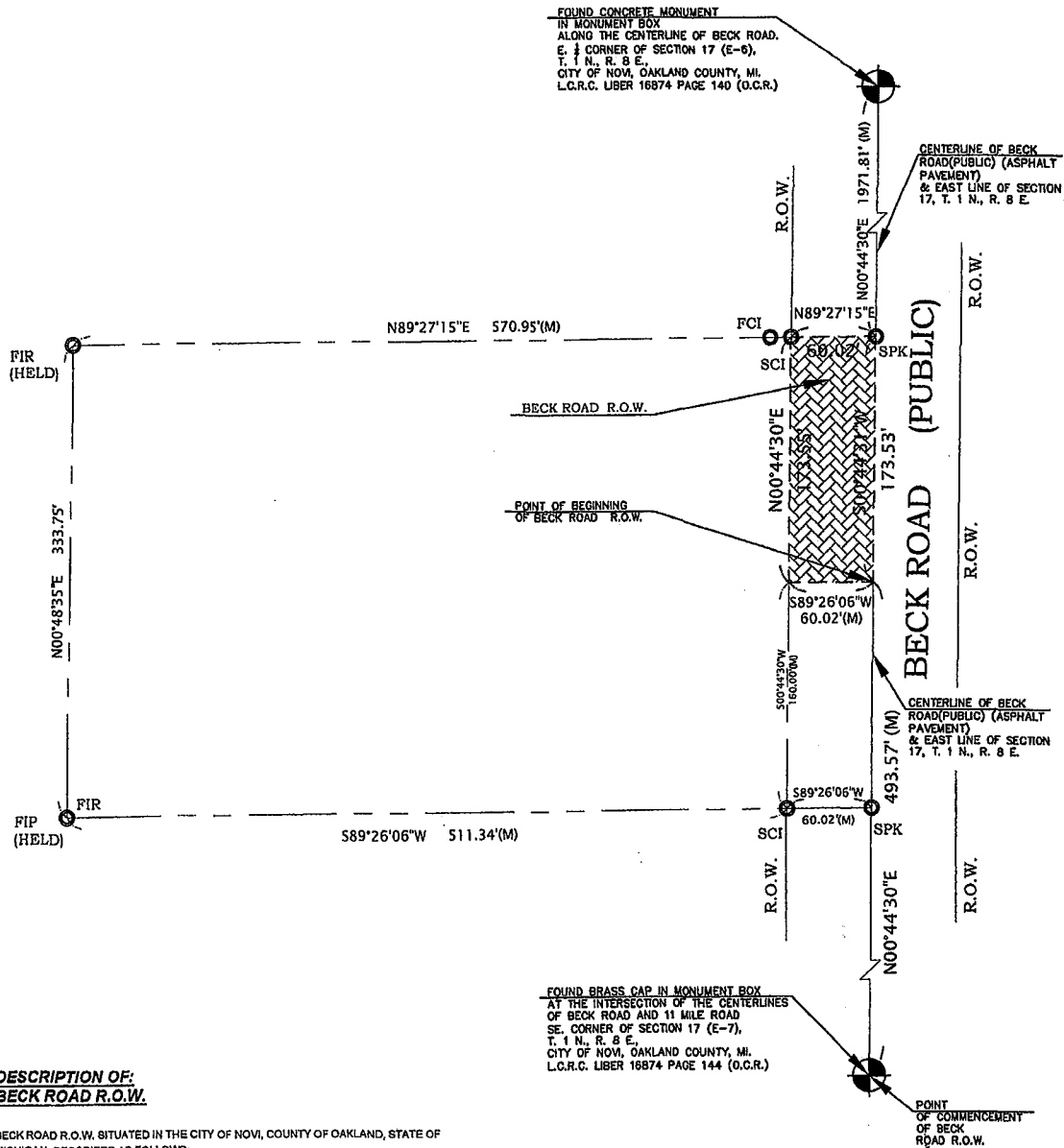
THENCE N 00°44'30" E, 173.55 FEET;

THENCE N 89°27'15" E, 60.02 FEET;

THENCE S 00°44'31" W, 173.53 FEET; TO BECK ROAD R.O.W. POINT OF BEGINNING;

CONTAINING 10412.3944 SQUARE FEET OR 0.23904 ACRES

EXHIBIT A BECK ROAD R.O.W.



REV. #1

<p>ACCURATE SURVEYING AND MAPPING LAND SURVEYORS DEVELOPMENT CONSULTANTS</p> <p>19500 Middlebelt Rd., Suite 340 E. Livonia, MI 48152-2196</p> <p>PH: 313-506-3160 PH: 734-437-7740 Fax: 734-437-7759</p>	<p>ICAP DEVELOPMENT</p> <p>100 0 50 100</p> <p>SCALE 1 INCH = 100 FEET</p>	<p>DATE: 01-13-2017</p> <p>FILE NO. 015-133 BECK ROW</p> <p>JOB NO. 015-133 BECK ROW</p> <p>SHEET 1 OF 1</p>
---	---	--

EXHIBIT A

Legal Description

Real property in the City of Novi, County of Oakland, State of Michigan, described as follows:

EVERBROOK LANE R.O.W. SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN;
THENCE N 00°44'30" E ALONG THE CENTERLINE OF BECK ROAD AND THE EAST LINE OF SAID SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, A DISTANCE OF 333.55 FEET;
THENCE S 89°26'06" W, 60.02 FEET TO EVERBROOK LANE R.O.W. POINT OF BEGINNING;
THENCE S 89°26'06" W, 292.61 FEET; (L1)
THENCE N 00°33'54" W, 59.98 FEET; (L2)
THENCE N 89°26'06" E, 293.98 FEET; (L3)
THENCE S 00°44'30" W, 60.00 FEET (L4) TO EVERBROOK LANE R.O.W. POINT OF BEGINNING
CONTAINING 17591.7761 SQUARE FEET OR 0.40385 ACRES

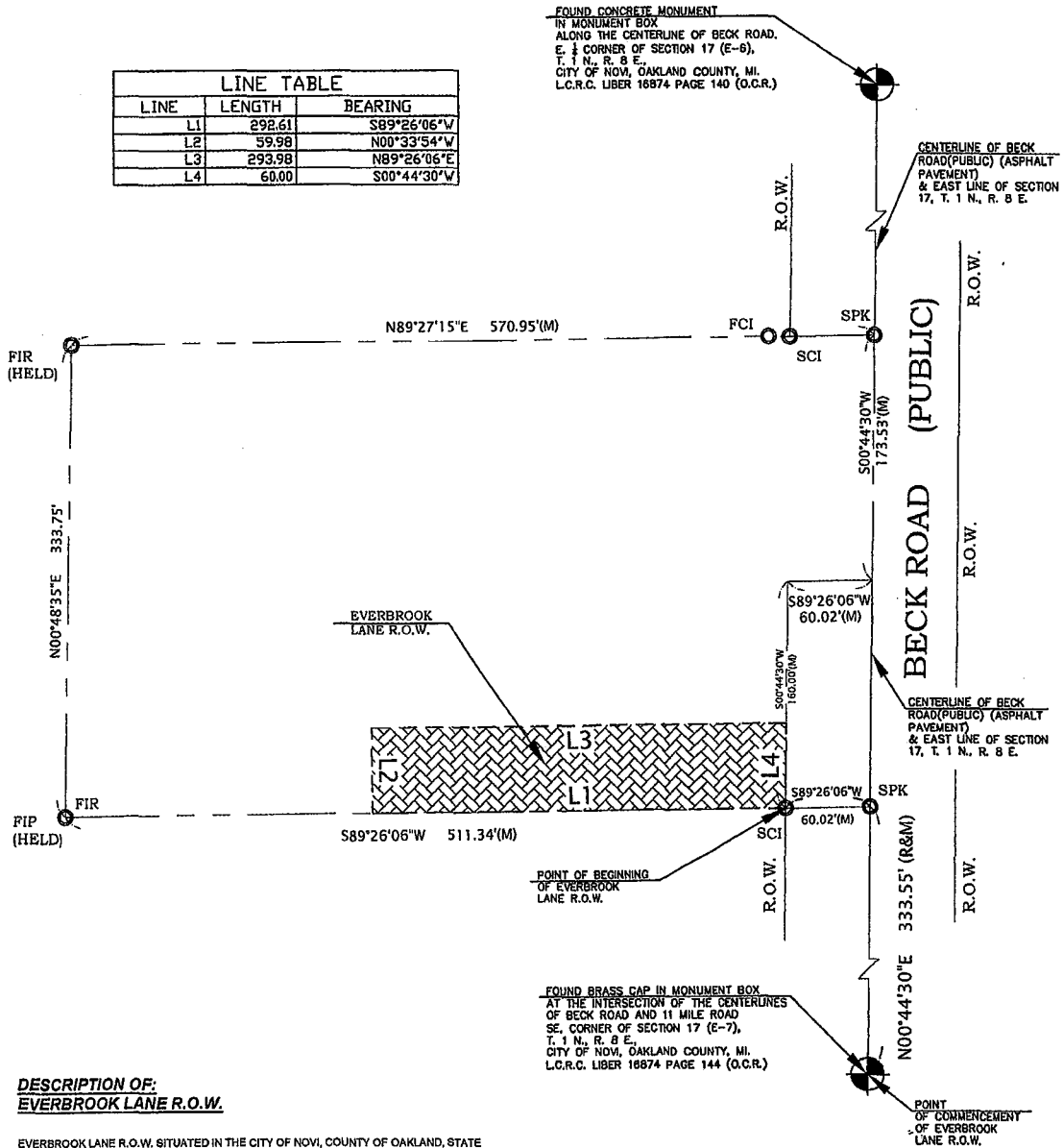
EXHIBIT A EVERBROOK LANE R.O.W.



LINE TABLE		
LINE	LENGTH	BEARING
L1	292.61	S89°26'06"W
L2	59.98	N00°33'54"W
L3	293.98	N89°26'06"E
L4	60.00	S00°44'30"W

FOUND CONCRETE MONUMENT
IN MONUMENT BOX
ALONG THE CENTERLINE OF BECK ROAD,
E. 1/4 CORNER OF SECTION 17 (E-6),
T. 1 N., R. 8 E.,
CITY OF NOVI, OAKLAND COUNTY, MI.
L.C.R.C. LIBER 16874 PAGE 140 (O.C.R.)

CENTERLINE OF BECK
ROAD (PUBLIC) (ASPHALT
PAVEMENT)
& EAST LINE OF SECTION
17, T. 1 N., R. 8 E.



**DESCRIPTION OF:
EVERBROOK LANE R.O.W.**

EVERBROOK LANE R.O.W. SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN;
THENCE N 00°44'30" E ALONG THE CENTERLINE OF BECK ROAD AND THE EAST LINE OF SAID SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, A DISTANCE OF 333.55 FEET;
THENCE S 89°26'06" W, 60.02 FEET TO EVERBROOK LANE R.O.W. POINT OF BEGINNING;
THENCE S 89°26'06" W, 292.61 FEET; (L1)
THENCE N 00°33'54" W, 59.98 FEET; (L2)
THENCE N 89°26'06" E, 293.98 FEET; (L3)
THENCE S 00°44'30" W, 60.00 FEET (L4) TO EVERBROOK LANE R.O.W. POINT OF BEGINNING

CONTAINING 17591.7761 SQUARE FEET OR 0.40385 ACRES

LEGEND OF SYMBOLS & ABBREVIATIONS

- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT
- (TYP.) TYPICAL
- EXIST. EXISTING
- R.O.W. RIGHT-OF-WAY
- ◆ SECTION CORNER
- FIP FOUND IRON PIPE
- FIR FOUND IRON ROD
- FCI FOUND CAPPED IRON ROD
- SPK SET PK NAIL
- SCI SET CAPPED IRON ROD
- BOUNDARY LINE
- ▨ EASEMENT HATCH

ACCURATE SURVEYING AND MAPPING
LAND SURVEYORS
DEVELOPMENT CONSULTANTS

19500 Middlebelt Rd., Suite 340 E. PH: 313-506-3160
Livonia, MI 48152-2196 PH: 734-437-7740
Fax: 734-437-7759

ICAP DEVELOPMENT

SCALE 1 INCH = 100 FEET

DATE: 11-18-2016

FILE NO.
015-133 EVERBROOK LANE ROW

JOB NO.
015-133 EVERBROOK LANE ROW

SHEET 1 OF 1

PARTIAL DISCHARGE OF MORTGAGE

DRAFTED BY AND
WHEN RECORDED RETURN TO:

Kutak Rock, LLP
1801 California Street, Suite 3000
Denver, CO 80202
Whitney A. Kopicky, Esq.

Know All Men by These Presents, that **CITIBANK, N.A.**, in its capacity as Collateral Agent, whose address is 388 Greenwich Street, Floor 14, New York, New York 10013, does hereby certify, that a certain Mortgage dated March 28, 2013, made and executed by **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company, of the first part, to **CITIBANK, N.A.**, as collateral agent, of the second part, and recorded July 12, 2016 at Liber 49572, Page 450, in the office of the Register for the County of Oakland, State of Michigan and encumbering property in the County of Oakland, State of Michigan and legally described as follows:

Please see attached Exhibit A attached hereto and made a part hereof.

Tax Parcel No. 22-17-400-014
Commonly Known as: 26195 Beck Road, Novi, MI 48374

having been **PARTIALLY** settled, is hereby **PARTIALLY** released and discharged *only with respect to the property described on EXHIBIT B.*

Dated this ___ day of _____, 2017.

IN WITNESS WHEREOF, this Release of Mortgage is executed as of February 14, 2017.

CITIBANK, N.A., in its capacity as Collateral Agent

By _____
Name John Hannon
Title Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me on February 14, 2017 by John Hannon, on behalf of CITIBANK, N.A.

Noreen Santos
Notary Public

My Commission Expires:

NOREEN SANTOS
Notary Public, State of New York
Registration #01SA6228750
Qualified In Nassau County
Certificate Filed in New York County
Commission Expires September 27, 2018

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Street Address: 26195 Beck Road, Novi, MI 48374

Legal Description:

Real property in the City of Novi, County of Oakland, State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant North 00 degrees 44 minutes 30 seconds East 333.55 feet from the Southeast section corner thence West 570.95 feet; thence North 00 degrees 44 minutes 30 seconds East 333.55 feet; thence East 570.95 feet; thence South 00 degrees 44 minutes 30 seconds West 333.55 feet to the Point of Beginning. Excepting there from the following described land deeded to the City of Novi as disclosed by Warranty Deed recorded in Liber 19494, page 140, described as: Part of the Southeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant North 00 degrees 44 minutes 30 seconds East 333.55 feet along the East line of Section 17 from the Southeast 1/4 corner of said Section 17; thence West 60.0 feet; thence North 00 degrees 44 minutes 30 seconds East 160.0 feet; thence East 60.0 feet; thence South 00 degrees 44 minutes 30 seconds West 160.0 feet to the Point of Beginning.

BEING THE SAME AS THAT PROPERTY AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY PREPARED BY ACCURATE SURVEYING AND MAPPING, DATED APRIL 19, 2016, JOB NO. 015-133, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 44 MINUTES 30 SECONDS EAST 333.55 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE SOUTH 89 DEGREES 26 MINUTES 06 SECONDS WEST 571.35 FEET, THENCE NORTH 00 DEGREES 48 MINUTES 35 SECONDS EAST 333.75 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 15 SECONDS EAST 570.95 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 30 SECONDS WEST 333.55 FEET TO THE POINT OF BEGINNING.

EXCEPTING THERE FROM THE FOLLOWING DESCRIBED LAND DEEDED TO THE CITY OF NOVI AS DISCLOSED BY WARRANTY DEED RECORDED IN LIBER 19494, PAGE 140, DESCRIBED AS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 44 MINUTES 30 SECONDS EAST 333.55 FEET ALONG THE EAST LINE OF SECTION 17 FROM THE SOUTHEAST 1/4 CORNER OF SAID SECTION 17; THENCE SOUTH 89 DEGREES 26 MINUTES 06 SECONDS

WEST 60.02 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 30 SECONDS EAST
160.00 FEET; THENCE S 89 DEGREES 26 MINUTES 06 SECONDS EAST 60.02 FEET;
THENCE SOUTH 00 DEGREES 44 MINUTES 30 SECONDS WEST 160.02 FEET TO THE
POINT OF BEGINNING.

4850-3957-2032.1
STORE/Learning Care
Partial Release of Mortgage
26195 Beck Road, Novi, MI 48374
File No.: 7210/02-442.1

EXHIBIT "B"
LEGAL DESCRIPTION OF THE RELEASED PROPERTY

Real property in the City of Novi, County of Oakland, State of Michigan, described as follows:

EVERBROOK LANE R.O.W. SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN;
THENCE N 00°44'30" E ALONG THE CENTERLINE OF BECK ROAD AND THE EAST LINE OF SAID SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, A DISTANCE OF 333.55 FEET;
THENCE S 89°26'06" W, 60.02 FEET TO EVERBROOK LANE R.O.W. POINT OF BEGINNING;
THENCE S 89°26'06" W, 292.61 FEET; (L1)
THENCE N 00°33'54" W, 59.98 FEET; (L2)
THENCE N 89°26'06" E, 293.98 FEET; (L3)
THENCE S 00°44'30"W, 60.00 FEET (L4) TO EVERBROOK LANE R.O.W. POINT OF BEGINNING

CONTAINING 17591.7761 SQUARE FEET OR 0.40385 ACRES

AND

Real property in the City of Novi, County of Oakland, State of Michigan, described as follows:

BECK ROAD R.O.W. SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN;
THENCE N 00°44'30" E ALONG THE CENTERLINE OF BECK ROAD AND THE EAST LINE OF SAID SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, A DISTANCE OF 493.57 FEET; TO BECK ROAD R.O.W. POINT OF BEGINNING;
THENCE S 89°26'06" W, 60.02 FEET;
THENCE N 00°44'30" W, 173.55 FEET;
THENCE N 89°27'15" E, 60.02 FEET;
THENCE S 00°44'31" W, 173.53 FEET; TO BECK ROAD R.O.W. POINT OF BEGINNING;

CONTAINING 10412.3944 SQUARE FEET OR 0.23904 ACRES

February 21, 2017

Brian R Adamson
ICAP Development LLC
833 E Michigan St, Suite 540
Milwaukee, WI 53202

Re: Everbrook Academy - Acceptance Documents Review
Novi # JSP15-0057
SDA Job No. NV16-218
EXHIBITS APPROVED

Dear Mr. Adamson:

We have reviewed the Acceptance Document Package received by our office on February 17, 2017 against the Final Site Plan (Stamping Set) approved on August 19, 2016. We offer the following comments:

Final Acceptance Documents:

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

1. On-Site Water System Easement – (executed: exhibit dated 11-18-2016) - Exhibits Approved.
2. On-Site Sanitary Sewer Manhole Access Easement – (executed: exhibit dated 11-18-2016) – Exhibits Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement – (executed: exhibits undated) – Exhibits Approved.
4. Warranty Deed for Road Right-of-Way – Beck Road – SUPPLIED – Exhibits Approved.
5. Warranty Deed for Road Right-of-Way – Unnamed Proposed Road – SUPPLIED – Exhibits Approved.
6. Bill of Sale: Water Supply System – SUPPLIED – Exhibits Approved.
7. Bill of Sale: Roads – SUPPLIED – Exhibits Approved.
8. Sworn Statement for public utility improvements - SUPPLIED – Approved.
9. Sworn Statement for street improvements - SUPPLIED – Approved.
10. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – Approved.

11. Full Unconditional Waiver of Lien from contractors installing street Improvements –SUPPLIED – Approved.
12. Maintenance and Guarantee Bond – (in the amount of \$3,100) – SUPPLIED – Approved.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

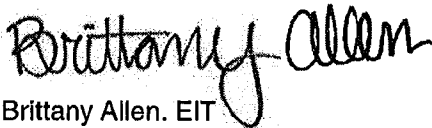
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated July 11, 2016 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Brittany Allen, EIT
Engineer

Cc (via Email): George Melistas, City Engineering Senior Manager
 Cortney Hanson, City Clerk
 Beth Saarela, Johnson Rosati, Schultz, Joppich PC
 Sarah Marchioni, City Building Project Coordinator
 Ted Meadows, Spalding DeDecker
 Taylor Reynolds, Spalding DeDecker
 Theresa Bridges, City Construction Engineer
 Darcy Rechten, City Construction Engineer
 Angie Pawlowski, City Community Development Bond Coordinator
 John Nourzad, GreenbergFarrow

January 18, 2017

Mr. Aaron Staup
Construction Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Everbrook Academy
Site Work Final Approval**
Novi SP No.: JSP15-0057
SDA Job No.: NV16-218

Dear Mr. Staup:

Please be advised the site utilities, grading and paving for the above referenced project have been confirmed by SD to have been completed in accordance with the approved construction plans. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee can be released.

Please note that we have not addressed any items related to landscaping, woodlands or wetlands because the appropriate City staff or consultants will need to address these issues.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DEDECKER



Ted Meadows
Senior Project Manager

TMM

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Pawlowski, City of Novi – Bond Coordinator (e-mail)
Cheryl McNamara, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Jim Wynja, The Deventhal Group (e-mail)
SDA Job File