



CITY of NOVI CITY COUNCIL

Agenda Item K
November 13, 2017

SUBJECT: Acceptance of a sidewalk easement for 42101 Fountain Park Drive as part of the 2017 Pathways and ADA Compliance project (Parcel 50-22-23-251-020).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

In an effort to provide a continuous sidewalk along Grand River Road, the following gap is being recommended for approval. The 2017 Pathway Gap Program includes the construction of a sidewalk along the south side of Grand River Avenue in front of Fountain Park Apartments on Fountain Park Drive. This section of sidewalk will connect the existing sidewalk that leads to the Town Center District and will connect to the soon to be completed Huntley Manor that is near Meadowbrook Road.

This project is expected to be completed in late November 2017, weather permitting.

The proposed easement has been favorably reviewed by the City Attorney (Beth Saarela, November 3, 2017) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of a sidewalk easement for 42101 Fountain Park Drive as part of the 2017 Pathways and ADA Compliance project (Parcel 50-22-23-251-020).

Fountain Park Sidewalk Easement

Location Map




Map Author: J. Mathias
Date: 11/06/17

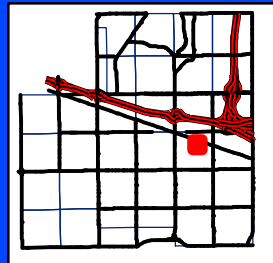
Amended By:
Date:
Department:

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.

Legend

 Proposed Sidewalk



City of Novi

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

0 30 60 120 180
Feet

1 inch = 167 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

November 3, 2017

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

Re: *Fountain Park Apartments – Pathway Easement and Temporary Grading Easement*

Dear Mr. Melistas:

We have received and reviewed the proposed Pathway Easement and corresponding Temporary Grading Easement for the Fountain Park Apartments on Grand River. The above permanent and temporary easements were donated by the property owner with respect to the City's project. The easements appear to be properly executed and consistent with the title search for the subject property.

One condition of donating the easement is that the City's contractor must indemnify the property owner and add the property owner to its insurance policy while working in the easement area, for any damages or injuries caused by the Contractor. This requirement should be added to the City's contract within the Supplementary Conditions, prior to awarding the contract.

Additionally, we note that although there is a mortgage on the property, a lender consent signature was not obtained processing of the consent would have involved considerable additional acquisition time—six months according to the property owner's attorney, and some additional expense. The mortgage in question matures in June, 2018 and will be discharged by a new mortgage or a sale. In that regard, as of June, 2018, the lender will probably have no remaining interest in the easement area. We note that by failing to obtain the lender's consent, there is some risk that the City's easement could be terminated the event the lender forecloses the property and seeks to eliminate the sidewalk. The risk to the City of losing its interest in the easement is probably low, however because it is unlikely the lender would seek to eliminate a sidewalk serving a multi-family residential development on a road with significant traffic flow. Under these circumstances, there is little risk to accepting the easement without the lender's consent.

Once approved by City Council, the original easements should be executed by the City. The Pathway Easement should be recorded with the County in the usual manner. One set of originals should be returned to the property owner's attorney for the property owner's file.

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS
Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)
Aaron Staup, Construction Engineer (w/Enclosures)
Joey Mathias, Graduate Engineer (w/Enclosures)
Joseph Akers, Staff Civil Engineer (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Jay Brody, Brody Companies (w/Enclosures)
Robert Jacobs, Esq. (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



**Commitment for Title Insurance
Schedule A**

File No : 63-15423603-SSP

Commonly Known As: 42101 Fountain Park Dr., Novi, MI 48375

1. Effective Date: **May 29, 2015, at 8:00 am**

2. Policy or policies to be issued: AMOUNT
 - (a) OWNERS POLICY TBD
Proposed Insured:
INFORMATIONAL

 - (b) LOAN POLICY
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Fountain Park Apartments Novi, LLC, a Michigan limited liability company

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

SEE EXHIBIT A

COUNTERSIGNED:
SEAVER TITLE AGENCY

Steven M. Greco
AUTHORIZED SIGNATORY

Seaver Title Agency
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-6620 Fax:(248) 975-4178

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.
SCHEDULE A of this commitment--Page 1

EXHIBIT "A"

The land referred to in this commitment is described as follows: City of Novi, County of Oakland, State of Michigan

Part of the North 1/2 of Section 23, Town 1 North, Range 8 East, beginning at center of section, thence North 89 degrees 58 minutes 54 seconds West 279.79 feet, thence North 00 degrees 15 minutes 38 seconds East 1158.04 feet; thence South 70 degrees 56 minutes 16 seconds East 264.93 feet; thence South 00 degrees 17 minutes 15 seconds West 72.13 feet; thence South 70 degrees 39 minutes 32 seconds East 791.04 feet; thence North 00 degrees 12 minutes 02 seconds East 583.24 feet; thence South 70 degrees 39 minutes 32 seconds East 100 feet, thence South 00 degrees 12 minutes 02 seconds West 1287.86 feet, thence North 89 degrees 58 minutes 54 seconds West 813.80 feet to beginning.

Together with part of the West 1/2 of the Northeast 1/4 beginning at point distant South 70 degrees 49 minutes 00 seconds East 3667 feet from intersection of centerline of Grand River Road and West section line, thence South 1345.40 feet; thence North 89 degrees 31 minutes 00 seconds East 61.40 feet; thence North 1323.70 feet; thence North 70 degrees 49 minutes 00 seconds West 65.13 feet to beginning.

Seaver Title Agency
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-6620 Fax:(248) 975-4178

Agent for: CHICAGO TITLE INSURANCE COMPANY

**Schedule B-I
(REQUIREMENTS)**

File No: 63-15423603-SSP

The following requirements to be complied with:

1. Standard requirements as set forth in jacket.

NOTE: In the event the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
3. 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 or exceptions relating to the interest or the loan.
4. Pay the agreed amounts for the Title and/or the mortgage to be insured.
5. Pay us the premiums, fees and charges for the policy.
6. PAYMENT OF TAXES: Tax Parcel No.: 22-23-251-020

2014 County Taxes in the amount of \$74,365.69 are PAID

2014 City Taxes in the amount of \$202,170.43 are PAID

Special Assessments: NONE

- 2014 State Equalized Value: \$5,270,850.00

The amounts shown as due do not include collection fees, penalties or interest.

Seaver Title Agency
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-6620 Fax:(248) 975-4178

Agent for: CHICAGO TITLE INSURANCE COMPANY

**Schedule B-II
(EXCEPTIONS)**

File No.: 63-15423603-SSP

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. 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.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Mortgage executed by Fountain Park Novi Limited Partnership, a Michigan limited partnership to Hartger & Willard Mortgage Associates, Inc., a Michigan Corporation dated October 20, 1998 and recorded October 22, 1998 in Liber 19087, Page 549 and amended in Liber 19202, Page 394, which mortgage is now held by Federal Home Loan Mortgage Corporation.
9. Financing Statement between Fountain Park Apartments Novi, LLC, Debtor and Federal Home Loan Mortgage Corporation, Secured Party, recorded 6/21/2007, in Liber 39273, Page 291 and continued in Liber 43702, Page 618, Oakland County Records.
10. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
11. Easement to Singh of Main Street Limited Partnership, a Michigan limited partnership for storm sewer recorded in Liber 16713, Page 879, Oakland County Records.
12. Easement to City of Novi for sanitary sewer recorded in Liber 6695, Page 675 and in Liber 6695, Page 677, and assigned in Liber 6761, Page 22 and re-recorded in Liber 6788, Page 600, Oakland County Records.

Seaver Title Agency
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-6620 Fax:(248) 975-4178

Agent for: CHICAGO TITLE INSURANCE COMPANY

13. Easement to City of Novi for sanitary sewer recorded in Liber 6728, Page 146, in Liber 9458, Page 683, Oakland County Records.
14. Easement to City of Novi for water main recorded in Liber 9458, Page 677, Oakland County Records.
15. Terms, conditions and provisions which are recited in Retention Basin Easement Agreement recorded in Liber 9584, Page 600, Oakland County Records.
16. Terms, conditions and provisions which are recited in Storm Sewer Easement Agreement recorded in Liber 9466, Page 398, Oakland County Records.
17. Easement to Consumers Power Company, Detroit Edison Company and Michgian Bell Telephone Company recorded in Liber 9976, Page 328 and partially released in Liber 10815, Page 225, Oakland County Records.
18. Terms, conditions and provisions which are recited in Easement Agreement recorded in Liber 10043, Page 882, Oakland County Records.
19. Easements for Easement Agreement for Ingress and Egress in the instrument recorded in Liber 10043, Page 887, Oakland County Records.
20. Easement to Consumers Power Company, Detroit Edison Company and Michigan Bell Telephone Company recorded in Liber 10066, Page 496 and re-recorded in Liber 10797, Page 043, Oakland County Records.
21. Easement for water main purposes vested in City of Novi by instrument recorded in Liber 8023, Page 197, Oakland County Records..
22. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

Seaver Title Agency
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-6620 Fax:(248) 975-4178

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached.
SCHEDULE B-II of this commitment--Page 5



PRIVACY POLICY NOTICE

Seaver Title Agency and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Seaver Title Agency Privacy Policy.

Seaver Title Agency as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Seaver Title Agency Privacy Policy applies to all Seaver Title Agency customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Seaver Title Agency, please write us at: **Seaver Title Agency c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.**



Chicago Title Insurance Company

Commitment No. 63-15423603-SSP

COMMITMENT FOR TITLE INSURANCE

**Issued by
Chicago Title Insurance Company**

Chicago 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 90 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, Chicago 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.

COUNTERSIGNED:

SEAVER TITLE AGENCY

42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-6620 Fax:(248) 975-4178

Jason P Seaver

Jason P. Seaver
Authorized Signature

CHICAGO TITLE INSURANCE COMPANY

By:



Greg M. Poirier

ATTEST

President

[Signature]

Secretary

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 contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

PATHWAY EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Fountain Park Apartments Novi, LLC, a Michigan limited liability company, whose address is 6895 Telegraph Road, Suite 100, Bloomfield Hills, MI 48301, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public non-motorized pathway over across and through property located in Section 23, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-23-251-020

See attached and incorporated Exhibit A

The variable 10 foot to 12 foot variable permanent pathway easement for the public walkway and related drainage improvements is more particularly described in Exhibit B attached.

Grantee may enter upon sufficient land adjacent to said easement for the purpose of constructing, repairing, maintaining and replacing with concrete the pathway easement.

Grantee shall, at its sole cost and expense construct, install, repair, replace, improve, and maintain the non-motorized pathway and related drainage improvements in the easement area as shown in the attached Exhibit B, which shall be a 5 foot to 8 foot wide variable concrete pathway.

Grantor agrees not to build, or to convey to, or grant 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, public utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the pathway or storm sewer in the Easement areas shown on the attached Exhibit B.

Grantee shall not stock pile mounds of dirt or materials on the property which would cause obstruction of view of motor vehicles or endanger persons or property including the crossing of the existing walk across Grantor's right of way.

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

No construction or mechanics liens shall be permitted to be filed against the property for labor or materials, and any lien filed shall be discharged by payment by bond or cash by the City within ten (10) days of filing.

All Contractors and their Subcontractors of the City shall be required prior to undertaking any work on the property to provide Certificates of Commercial General Liability Insurance naming Grantor, or its successors and assigns, as the case may be, as an additional insured for injuries to persons and/or property with limits of coverage of not less than One Million/Two Million Dollars per occurrence which provides for Contractual Indemnification Coverage and with proof of Workmen's Compensation and Vehicle Insurance. All Contractors and Subcontractors of the City shall indemnify, defend and save harmless Grantor, and its members, or its successors and assigns, as the case may be, from all claims, demands, sums, costs, expenses and damages, including attorney fees incurred with respect to any construction or improvement activities or maintenance on the property.

All construction, maintenance, repair and replacement of the concrete walk in the Easement area by Grantee shall be at Grantee's sole cost and expense and will not be undertaken without Certificates of Insurance from the Contractors and Subcontractors undertaking such work as provided herein.

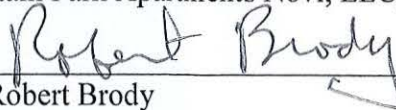
This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

Dated this ____ day of _____, 2017.


GRANTOR

FOUNTAIN PARK APARTMENTS NOVI, LLC,
a Michigan limited liability company

By:
BRODY REALTY NO. I, LLC,
Co-Manager of
Fountain Park Apartments Novi, LLC,



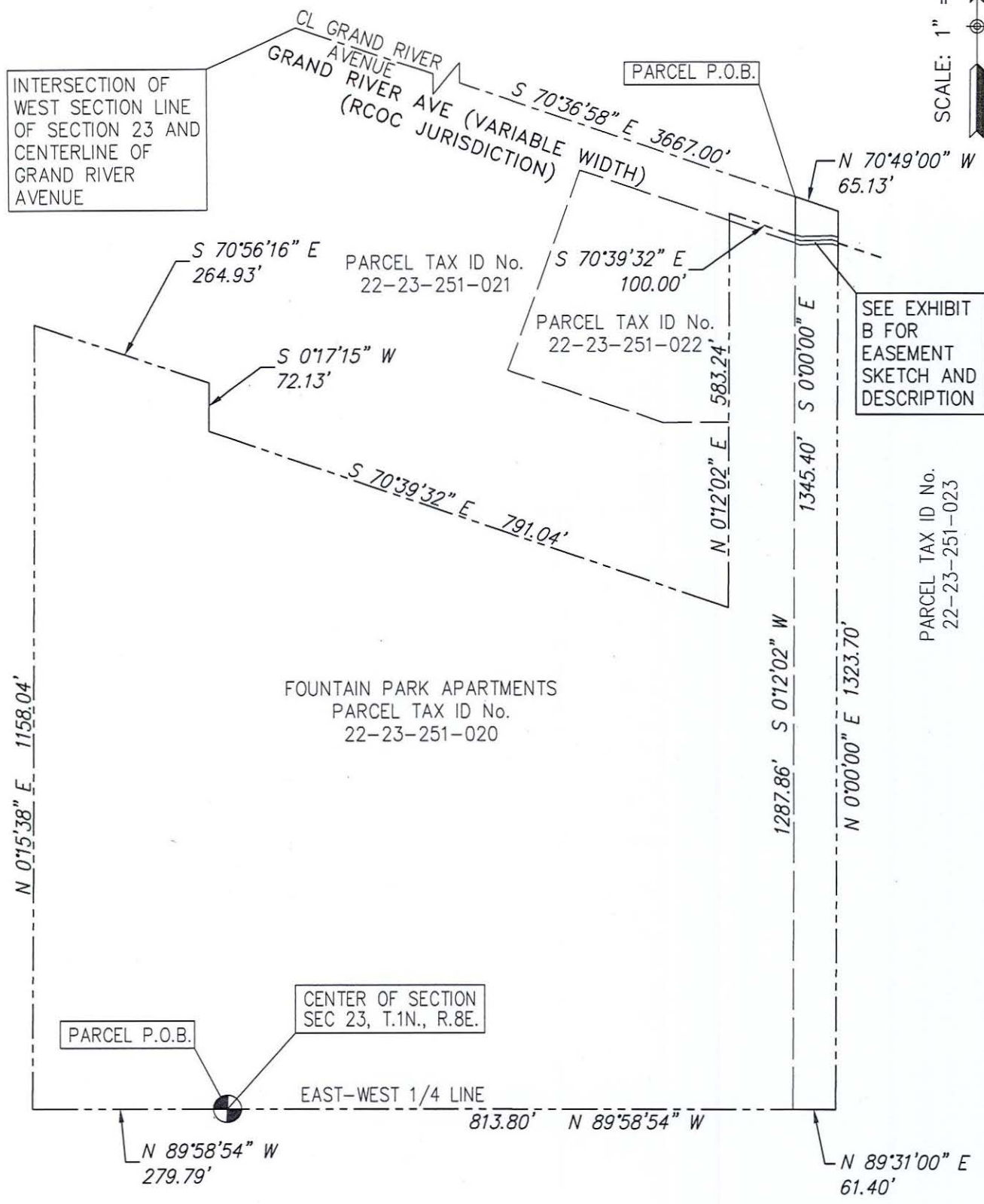
By: Robert Brody
Its: Managing Member



By: James Deutchman
Its: Co-Manager

EXHIBIT A

SCALE: 1" = 200'



NOTE:
 THE PARCEL DESCRIPTION WAS OBTAINED FROM THE CITY OF NOVI TAX RECORDS. THE EASEMENT DESCRIPTION IS WRITTEN BASED UPON THE FURNISHED DESCRIPTION OF THIS OVERALL PARCEL. SDA HAS NOT PERFORMED A BOUNDARY SURVEY OF THIS PARCEL AND THE PARCEL DESCRIPTION DOES NOT NECESSARILY REFLECT FIELD-MEASURED VALUES.

REVISED 17-09-07



905 South Blvd. East Phone: (248) 844-5400
 Rochester Hills, MI 48307 Fax: (248) 844-5404
 www.sda-eng.com

DRAWN: B. ALLEN	DATE: 01-06-15
CHECKED: T. LINDOW	DATE: 01-06-15
MANAGER: D. RICHMOND	SCALE: 1" = 200'
JOB No. NV15-012	SHEET: 1 OF 2
SECTION 23 TOWN 1 NORTH RANGE 8 EAST	
CITY OF NOVI OAKLAND COUNTY, MI	

Plotted: Sep 7, 2017, 11:2 AM by user: 917 - Saved: 9/7/2017 by user: 917
 J:\NV\Design\NV15012-Fountain Walk AP\DWG\NV15012EAS.dwg

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE CENTER OF SECTION OF SAID SECTION 23; THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 279.79 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 38 SECONDS EAST, 1158.04 FEET; THENCE SOUTH 70 DEGREES 56 MINUTES 16 SECONDS EAST, 264.93 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 15 SECONDS WEST, 72.13 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 32 SECONDS EAST, 791.04 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 02 SECONDS EAST, 583.24 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 32 SECONDS EAST, 100.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 02 SECONDS WEST, 1287.86 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 813.80 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 10 FEET TAKEN FOR GRAND RIVER AVENUE, ALSO PART OF THE WEST 1/2 OF NORTHEAST 1/4, BEGINNING AT A POINT DISTANT SOUTH 70 DEGREES 49 MINUTES 00 SECONDS EAST, 3667 FEET; FROM INTER OF CENTER LINE OF GRAND RIVER ROAD AND WEST SECTION LINE, THENCE DUE SOUTH 1345.40 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 00 SECONDS EAST, 61.40 FEET; THENCE DUE NORTH 1323.70 FEET; THENCE NORTH 70 DEGREES 49 MINUTES 00 SECONDS WEST, 65.13 FEET TO THE POINT OF BEGINNING; 25.93 ACRES

REVISED 17-09-07



SPALDING DEDECKER

Engineers | Surveyors

905 South Blvd. East
Rochester Hills, MI 48307


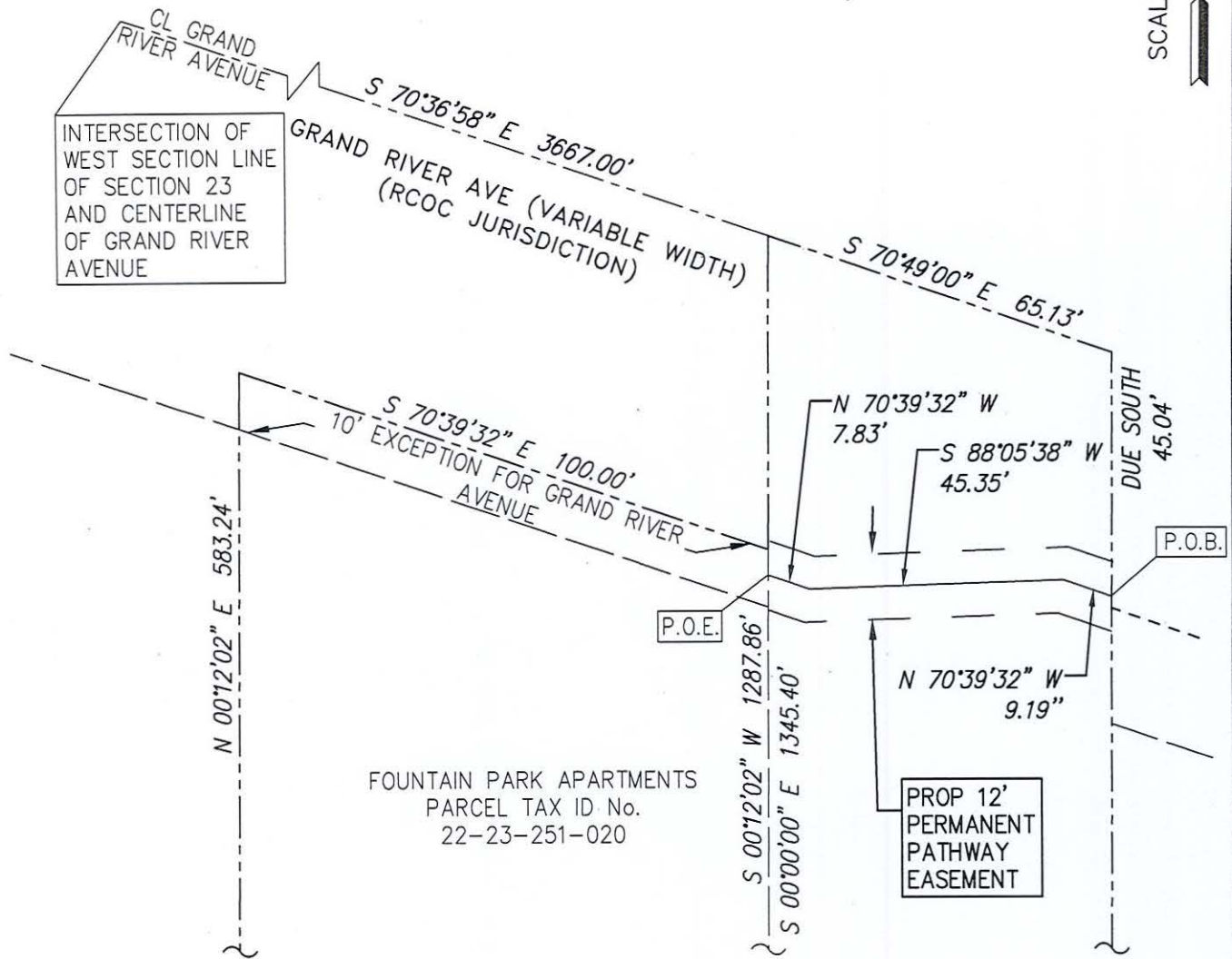
Phone: (248) 844-5400
Fax: (248) 844-5404

www.sda-eng.com

DRAWN: B. ALLEN	DATE: 01-06-15
CHECKED: T. LINDOW	DATE: 01-06-15
MANAGER: D. RICHMOND	SCALE: 1" = 200'
JOB No. NV15-012	SHEET: 1 OF 2
SECTION 23 TOWN 1 NORTH RANGE 8 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

EXHIBIT B

SCALE: 1" = 30'

NOTE:
 THE PARCEL DESCRIPTION WAS OBTAINED FROM THE CITY OF NOVI TAX RECORDS. THE EASEMENT DESCRIPTION IS WRITTEN BASED UPON THE FURNISHED DESCRIPTION OF THIS OVERALL PARCEL. SDA HAS NOT PERFORMED A BOUNDARY SURVEY OF THIS PARCEL AND THE PARCEL DESCRIPTION DOES NOT NECESSARILY REFLECT FIELD-MEASURED VALUES.

PERMANENT EASEMENT

THE EASEMENT SHALL BE A PERMANENT EASEMENT FOR CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE AND REPLACEMENT OF PUBLIC PATHWAY DESCRIBED AS:

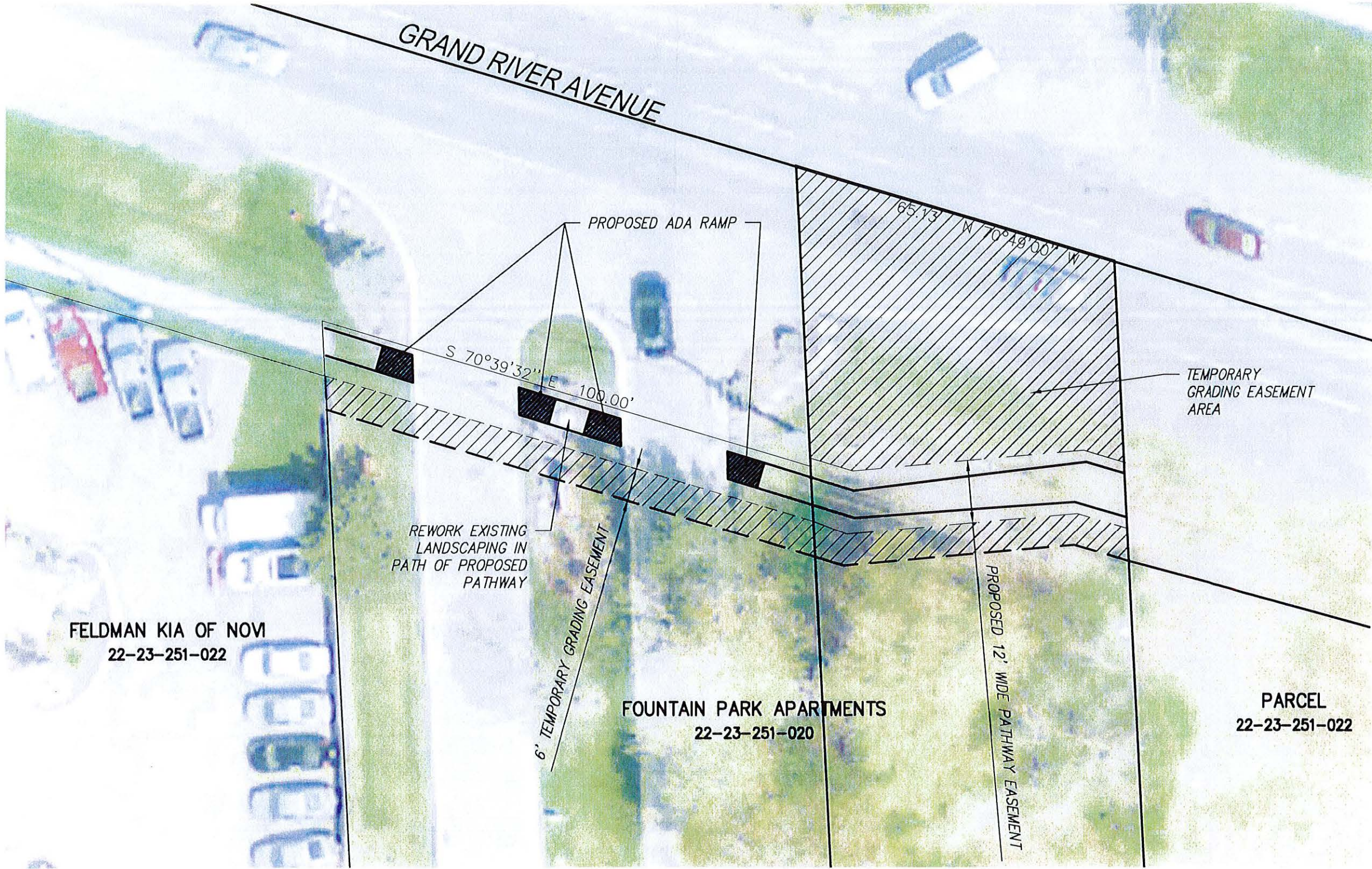
A 12 FOOT WIDE EASEMENT BEING DESCRIBED ALONG THE CENTERLINE OF SAID EASEMENT, BEGINNING AT THE INTERSECTION OF THE WEST SECTION LINE OF SECTION 23 AND THE CENTERLINE OF GRAND RIVER AVENUE, THENCE CONTINUING ALONG THE CENTERLINE OF GRAND RIVER AVENUE SOUTH 70 DEGREES 36 MINUTES 58 SECONDS EAST, 3,667.00 FEET, THENCE SOUTH 70 DEGREES 49 MINUTES 0 SECONDS EAST, 65.13 FEET, THENCE DUE SOUTH 45.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 70 DEGREES 39 MINUTES 32 SECONDS WEST, 9.19 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 38 SECONDS WEST, 45.35 FEET; THENCE NORTH 70 DEGREES 39 MINUTES 32 SECONDS WEST, 7.83 FEET TO THE POINT OF ENDING.

REVISED 09-07-17



905 South Blvd. East Phone: (248) 844-5400
 Rochester Hills, MI 48307 Fax: (248) 844-5404
 www.sda-eng.com

DRAWN: B. ALLEN	DATE: 01-06-15
CHECKED: T. LINDOW	DATE: 01-06-15
MANAGER: D. RICHMOND	SCALE: 1" = 30'
JOB No. NV15-012	SHEET: 1 OF 1
SECTION 23 TOWN 1 NORTH RANGE 8 EAST	
CITY OF NOVI OAKLAND COUNTY, MI	



REVISED 17-09-07

DRAWN BY: B. ALLEN	DATE: 11-12-15
CHECKED BY: D. RICHMOND	DATE:
PROJECT MANAGER: D. RICHMOND	BID PLAN DATE:

SPALDING DeDECKER
Engineers | Surveyors

905 South Blvd. East Phone: (248) 844-5400
Rochester Hills, MI 48307 Fax: (248) 844-5404
www.sda-eng.com

FOUNTAIN PARK APARTMENTS PATHWAY
CITY OF NOVI

JOB No. NV15-012	DRAWING No. NV15012SPL
SCALE: 1"=100'	SHEET 1 OF 1

PATHWAY EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Fountain Park Apartments Novi, LLC, a Michigan limited liability company, whose address is 6895 Telegraph Road, Suite 100, Bloomfield Hills, MI 48301, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public non-motorized pathway over across and through property located in Section 23, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-23-251-020

See attached and incorporated Exhibit A

The variable 10 foot to 12 foot variable permanent pathway easement for the public walkway and related drainage improvements is more particularly described in Exhibit B attached.

Grantee may enter upon sufficient land adjacent to said easement for the purpose of constructing, repairing, maintaining and replacing with concrete the pathway easement.

Grantee shall, at its sole cost and expense construct, install, repair, replace, improve, and maintain the non-motorized pathway and related drainage improvements in the easement area as shown in the attached Exhibit B, which shall be a 5 foot to 8 foot wide variable concrete pathway.

Grantor agrees not to build, or to convey to, or grant 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, public utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the pathway or storm sewer in the Easement areas shown on the attached Exhibit B.

Grantee shall not stock pile mounds of dirt or materials on the property which would cause obstruction of view of motor vehicles or endanger persons or property including the crossing of the existing walk across Grantor's right of way.

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

No construction or mechanics liens shall be permitted to be filed against the property for labor or materials, and any lien filed shall be discharged by payment by bond or cash by the City within ten (10) days of filing.

All Contractors and their Subcontractors of the City shall be required prior to undertaking any work on the property to provide Certificates of Commercial General Liability Insurance naming Grantor, or its successors and assigns, as the case may be, as an additional insured for injuries to persons and/or property with limits of coverage of not less than One Million/Two Million Dollars per occurrence which provides for Contractual Indemnification Coverage and with proof of Workmen's Compensation and Vehicle Insurance. All Contractors and Subcontractors of the City shall indemnify, defend and save harmless Grantor, and its members, or its successors and assigns, as the case may be, from all claims, demands, sums, costs, expenses and damages, including attorney fees incurred with respect to any construction or improvement activities or maintenance on the property.

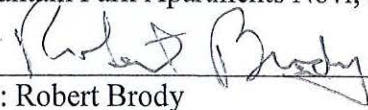
All construction, maintenance, repair and replacement of the concrete walk in the Easement area by Grantee shall be at Grantee's sole cost and expense and will not be undertaken without Certificates of Insurance from the Contractors and Subcontractors undertaking such work as provided herein.

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.


Dated this ___ day of _____, 2017.

GRANTOR
FOUNTAIN PARK APARTMENTS NOVI, LLC,
a Michigan limited liability company

By:
BRODY REALTY NO. I, LLC,
Co-Manager of
Fountain Park Apartments Novi, LLC,



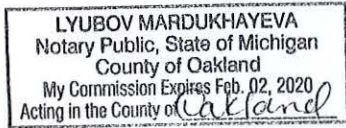
By: Robert Brody
Its: Managing Member



By: James Deutchman
Its: Co-Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

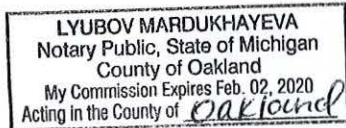
The foregoing instrument was acknowledged before me this 24th day of October 2017, by Robert Brody, Managing Member of Brody Realty No. I, LLC, Co- Manager of Fountain Park Apartments Novi, LLC.



[Signature]
Notary Public
_____ County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 24th day of October 2017, by James Deutchman, Co-Manager of Fountain Park Apartments Novi, LLC.

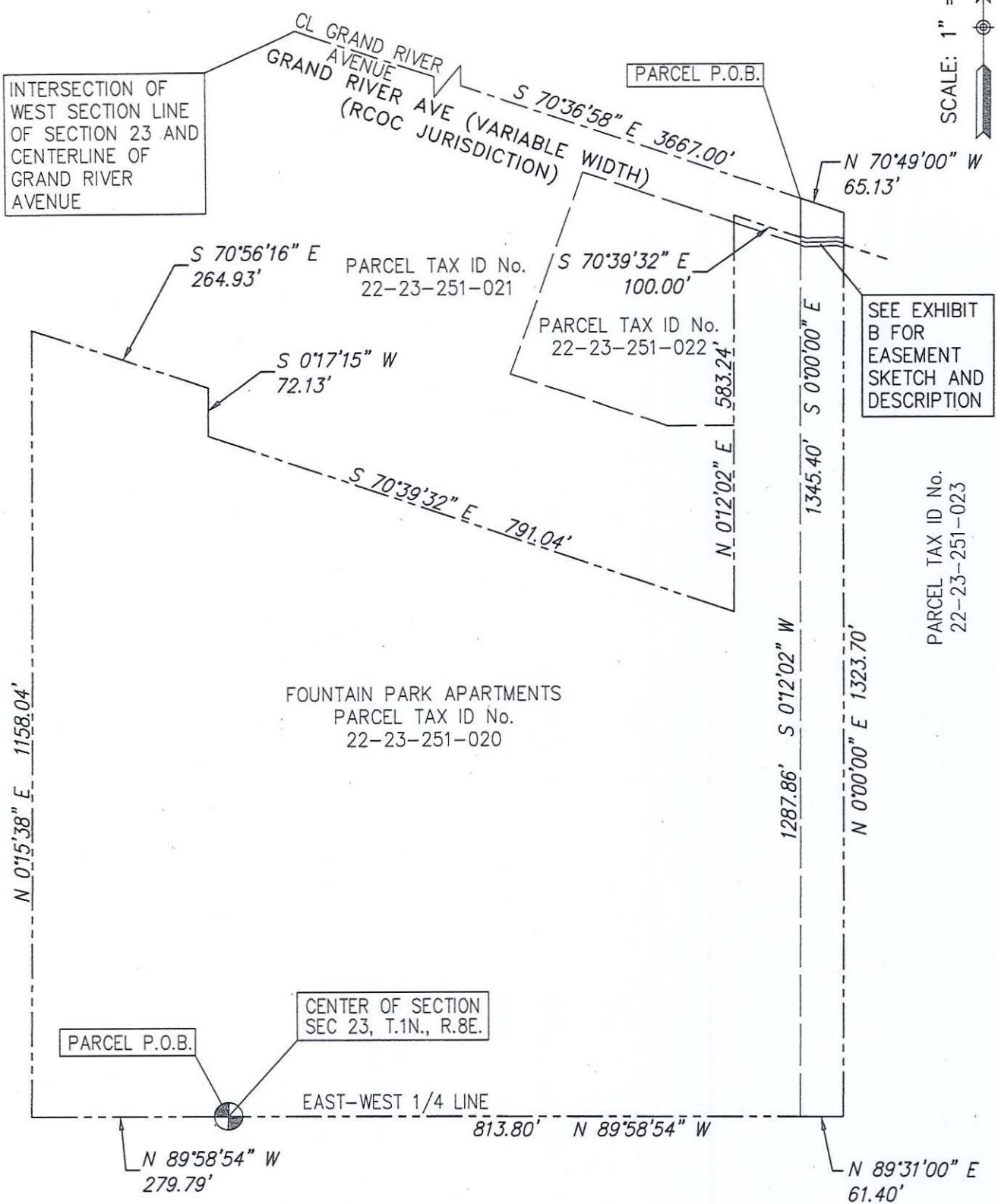
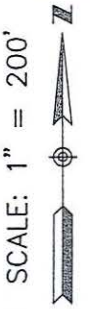


[Signature]
Notary Public
_____ County, Michigan
My Commission Expires:

DRAFTED BY AND WHEN RECORDED RETURN TO:

City of Novi
45175 10 Mile Road
Novi, Michigan 48375

EXHIBIT A



NOTE:
 THE PARCEL DESCRIPTION WAS OBTAINED FROM THE CITY OF NOVI TAX RECORDS. THE EASEMENT DESCRIPTION IS WRITTEN BASED UPON THE FURNISHED DESCRIPTION OF THIS OVERALL PARCEL. SDA HAS NOT PERFORMED A BOUNDARY SURVEY OF THIS PARCEL AND THE PARCEL DESCRIPTION DOES NOT NECESSARILY REFLECT FIELD-MEASURED VALUES.

REVISED 17-09-07



905 South Blvd. East Phone: (248) 844-5400
 Rochester Hills, MI 48307 Fax: (248) 844-5404
 www.sda-eng.com

DRAWN: B. ALLEN	DATE: 01-06-15
CHECKED: T. LINDOW	DATE: 01-06-15
MANAGER: D. RICHMOND	SCALE: 1" = 200'
JOB No. NV15-012	SHEET: 1 OF 2
SECTION 23 TOWN 1 NORTH RANGE 8 EAST	
CITY OF NOVI OAKLAND COUNTY, MI	

Plotted: Sep 7, 2017, 11:2 AM by user: 917 - Saved: 9/7/2017 by user: 917
 j:\NV\Design\NV15012-Fountain Walk AP\DWG\NV15012EAS.dwg

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE CENTER OF SECTION OF SAID SECTION 23; THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 279.79 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 38 SECONDS EAST, 1158.04 FEET; THENCE SOUTH 70 DEGREES 56 MINUTES 16 SECONDS EAST, 264.93 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 15 SECONDS WEST, 72.13 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 32 SECONDS EAST, 791.04 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 02 SECONDS EAST, 583.24 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 32 SECONDS EAST, 100.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 02 SECONDS WEST, 1287.86 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 813.80 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 10 FEET TAKEN FOR GRAND RIVER AVENUE, ALSO PART OF THE WEST 1/2 OF NORTHEAST 1/4, BEGINNING AT A POINT DISTANT SOUTH 70 DEGREES 49 MINUTES 00 SECONDS EAST, 3667 FEET; FROM INTER OF CENTER LINE OF GRAND RIVER ROAD AND WEST SECTION LINE, THENCE DUE SOUTH 1345.40 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 00 SECONDS EAST, 61.40 FEET; THENCE DUE NORTH 1323.70 FEET; THENCE NORTH 70 DEGREES 49 MINUTES 00 SECONDS WEST, 65.13 FEET TO THE POINT OF BEGINNING; 25.93 ACRES

REVISED 17-09-07



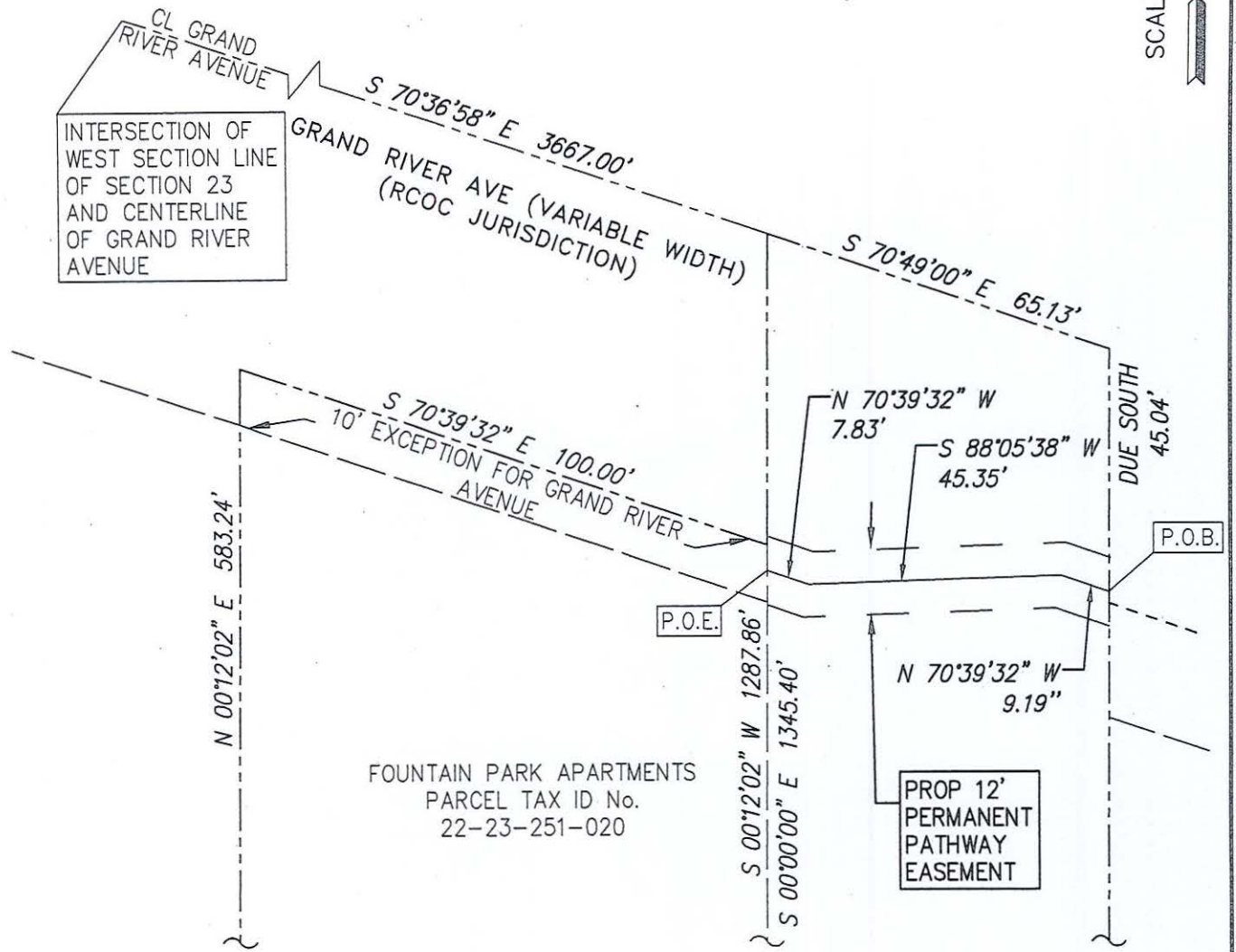
SPALDING DEDECKER
Engineers | Surveyors

905 South Blvd. East Phone: (248) 844-5400
Rochester Hills, MI 48307 Fax: (248) 844-5404
www.sda-eng.com

DRAWN: B. ALLEN	DATE: 01-06-15
CHECKED: T. LINDOW	DATE: 01-06-15
MANAGER: D. RICHMOND	SCALE: 1" = 200'
JOB No. NV15-012	SHEET: 1 OF 2
SECTION 23 TOWN 1 NORTH RANGE 8 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

EXHIBIT B

SCALE: 1" = 30'



NOTE:
THE PARCEL DESCRIPTION WAS OBTAINED FROM THE CITY OF NOVI TAX RECORDS. THE EASEMENT DESCRIPTION IS WRITTEN BASED UPON THE FURNISHED DESCRIPTION OF THIS OVERALL PARCEL. SDA HAS NOT PERFORMED A BOUNDARY SURVEY OF THIS PARCEL AND THE PARCEL DESCRIPTION DOES NOT NECESSARILY REFLECT FIELD-MEASURED VALUES.

PERMANENT EASEMENT

THE EASEMENT SHALL BE A PERMANENT EASEMENT FOR CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE AND REPLACEMENT OF PUBLIC PATHWAY DESCRIBED AS:

A 12 FOOT WIDE EASEMENT BEING DESCRIBED ALONG THE CENTERLINE OF SAID EASEMENT, BEGINNING AT THE INTERSECTION OF THE WEST SECTION LINE OF SECTION 23 AND THE CENTERLINE OF GRAND RIVER AVENUE, THENCE CONTINUING ALONG THE CENTERLINE OF GRAND RIVER AVENUE SOUTH 70 DEGREES 36 MINUTES 58 SECONDS EAST, 3,667.00 FEET, THENCE SOUTH 70 DEGREES 49 MINUTES 0 SECONDS EAST, 65.13 FEET, THENCE DUE SOUTH 45.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 70 DEGREES 39 MINUTES 32 SECONDS WEST, 9.19 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 38 SECONDS WEST, 45.35 FEET; THENCE NORTH 70 DEGREES 39 MINUTES 32 SECONDS WEST, 7.83 FEET TO THE POINT OF ENDING.

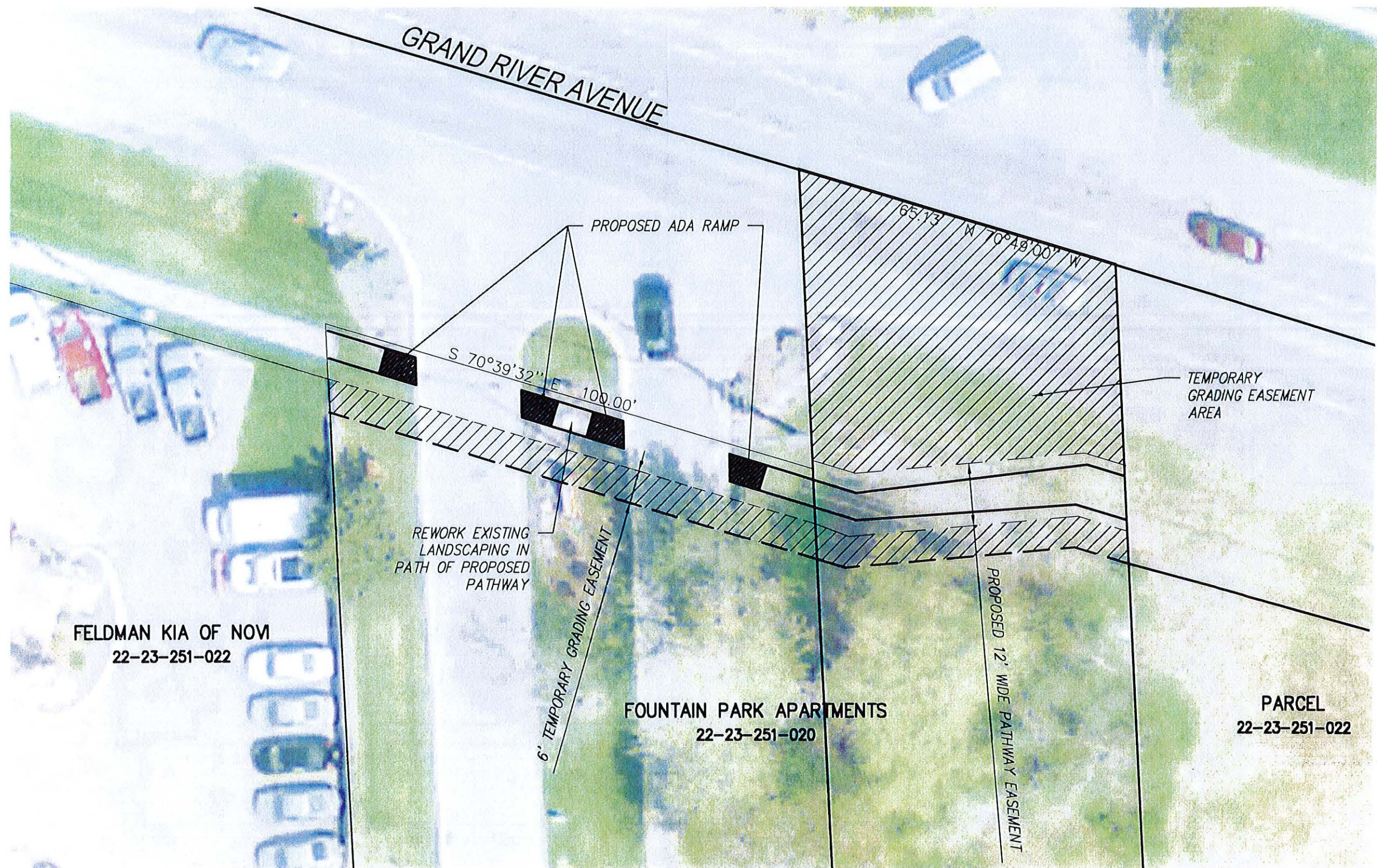
REVISED 09-07-17



905 South Blvd. East Phone: (248) 844-5400
Rochester Hills, MI 48307 Fax: (248) 844-5404
www.sda-eng.com

DRAWN: B. ALLEN	DATE: 01-06-15
CHECKED: T. LINDOW	DATE: 01-06-15
MANAGER: D. RICHMOND	SCALE: 1" = 30'
JOB No. NV15-012	SHEET: 1 OF 1
SECTION 23 TOWN 1 NORTH RANGE 8 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

Plotted: Sep 7, 2017, 10:59 AM by user: 917 - Saved: 9/7/2017 by user: 917
j:\NW\Design\NV15012-Fountain Walk AP\DWG\NV15012EAS.dwg



FELDMAN KIA OF NOVI
22-23-251-022

FOUNTAIN PARK APARTMENTS
22-23-251-020

PARCEL
22-23-251-022

REVISED 17-09-07

DRAWN BY: B. ALLEN	DATE: 11-12-15
CHECKED BY: D. RICHMOND	DATE:
PROJECT MANAGER: D. RICHMOND	BID PLAN DATE:

SPALDING DeDECKER
Engineers | Surveyors
905 South Blvd. East Phone: (248) 844-5400
Rochester Hills, MI 48307 Fax: (248) 844-5404
www.sda-eng.com

FOUNTAIN PARK APARTMENTS PATHWAY

CITY OF NOVI

JOB No. NV15-012	DRAWING No. NV15012SPL
SCALE: 1"=100'	SHEET 1 OF 1

TEMPORARY GRADING EASEMENT
City of Novi
Fountain Park Apartments Pathway Project
Not to be Recorded

In consideration of \$1.00, receipt and adequacy of which is hereby acknowledged, the Fountain Park Apartments Novi, LLC, a Michigan limited liability company ("FPAN"), the owner of the property as described as 42101 Fountain Park Dr., Novi, MI 48375 (Parcel No. 50-22-23-251-020) grant the City of Novi and its Contractor (or Subcontractors) permission to access, move men and equipment on and through, the right to store materials and excavated earth, remove vegetation, grade and alter the underlying land in, over, upon and through the property described above in the particular areas shown in the attached Aerial. Subject to all of the conditions set forth herein.

The work will include:

Grading and related construction activities required for the installation and construction of a concrete sidewalk and drainage features, including but not limited to the removal of debris, trees, shrubs and vegetation as necessary, in the judgment of the City of Novi.

All portions of the Premises damaged or disturbed by Novi's exercise of temporary easement rights, shall be restored by Novi to the condition that existed prior to the damage or disturbance. Further, Contractor(s) shall not stock pile mounds of dirt or materials on the property which would cause obstruction of the view of motor vehicles or endanger persons or property including the crossing of the existing walk across Grantor's right of way.

All Contractors and Subcontractors agree to indemnify, defend and save harmless, FPAN and its members from all claims, demands, costs, expenses and damages for injury to persons and/or property with respect to the construction or improvement or maintenance activities conducted upon the property or as a result thereof.

We/I understand this only grants permission to the Contractor(s) to perform work directly relating to the listed project and upon completion of required grading operations the property will be fully restored.

This Temporary Grading Easement shall terminate the earlier of the completion of the work or sixty (60) days from the date of signing this instrument, whichever is earlier to occur.

All Contractors and their Subcontractors of the City shall be required prior to undertaking any work on the property to provide Certificates of Commercial General Liability Insurance naming Grantor, or its successors and assigns, as the case may be, as an additional insured for injuries to persons and/or property with limits of coverage of not less than One Million/Two Million Dollars per occurrence which provides for Contractual Indemnification Coverage and with proof of Workmen's Compensation and Vehicle Insurance. All Contractors and Subcontractors of the City shall indemnify, defend and save harmless Grantor, and its members, or its successors and assigns, from all claims, demands, sums, costs, expenses and damages, including attorney fees incurred with respect to any construction or improvement activities or maintenance on the property.

No construction or mechanics liens shall be permitted to be filed against the property for labor or materials and Contractor and Subcontractor shall look solely for the City for the payments.

This Easement is exempt from transfer taxes under MCLA 207.505(a) and MCLA 207.526(a).

SIGNATURES ON THE FOLLOWING PAGES

FOUNTAIN PARK APARTMENTS NOVI, LLC

By: BRODY REALTY NO. I, LLC

Robert Brody
Owner (signature) Robert Brody, Managing Member

Date

10-24-17

[Signature]
Witness (signature)

Date

James Deutchman
Owner (signature) James Deutchman
Co-Manager of Fountain Park Apartments Novi, LLC

Date

10-24-17

[Signature]
Witness (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Email

CITY OF NOVI

By:

Date

Witness (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Email

CONTRACTOR

By:

Date

Witness (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Email

SUBCONTRACTOR

By:

Date

Witness (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Email

TEMPORARY GRADING EASEMENT
City of Novi
Fountain Park Apartments Pathway Project
Not to be Recorded

In consideration of \$1.00, receipt and adequacy of which is hereby acknowledged, the Fountain Park Apartments Novi, LLC, a Michigan limited liability company ("FPAN"), the owner of the property as described as 42101 Fountain Park Dr., Novi, MI 48375 (Parcel No. 50-22-23-251-020) grant the City of Novi and its Contractor (or Subcontractors) permission to access, move men and equipment on and through, the right to store materials and excavated earth, remove vegetation, grade and alter the underlying land in, over, upon and through the property described above in the particular areas shown in the attached Aerial. Subject to all of the conditions set forth herein.

The work will include:

Grading and related construction activities required for the installation and construction of a concrete sidewalk and drainage features, including but not limited to the removal of debris, trees, shrubs and vegetation as necessary, in the judgment of the City of Novi.

All portions of the Premises damaged or disturbed by Novi's exercise of temporary easement rights, shall be restored by Novi to the condition that existed prior to the damage or disturbance. Further, Contractor(s) shall not stock pile mounds of dirt or materials on the property which would cause obstruction of the view of motor vehicles or endanger persons or property including the crossing of the existing walk across Grantor's right of way.

All Contractors and Subcontractors agree to indemnify, defend and save harmless, FPAN and its members from all claims, demands, costs, expenses and damages for injury to persons and/or property with respect to the construction or improvement or maintenance activities conducted upon the property or as a result thereof.

We/I understand this only grants permission to the Contractor(s) to perform work directly relating to the listed project and upon completion of required grading operations the property will be fully restored.

This Temporary Grading Easement shall terminate the earlier of the completion of the work or sixty (60) days from the date of signing this instrument, whichever is earlier to occur.

All Contractors and their Subcontractors of the City shall be required prior to undertaking any work on the property to provide Certificates of Commercial General Liability Insurance naming Grantor, or its successors and assigns, as the case may be, as an additional insured for injuries to persons and/or property with limits of coverage of not less than One Million/Two Million Dollars per occurrence which provides for Contractual Indemnification Coverage and with proof of Workmen's Compensation and Vehicle Insurance. All Contractors and Subcontractors of the City shall indemnify, defend and save harmless Grantor, and its members, or its successors and assigns, from all claims, demands, sums, costs, expenses and damages, including attorney fees incurred with respect to any construction or improvement activities or maintenance on the property.

No construction or mechanics liens shall be permitted to be filed against the property for labor or materials and Contractor and Subcontractor shall look solely for the City for the payments.

This Easement is exempt from transfer taxes under MCLA 207.505(a) and MCLA 207.526(a).

SIGNATURES ON THE FOLLOWING PAGES

FOUNTAIN PARK APARTMENTS NOVI, LLC

By: BRODY REALTY NO. I, LLC

Robert Brody
Owner (signature) Robert Brody, Managing Member

Date
10-24-17

[Signature]
Witness (signature)

Date

James Deutchman
Owner (signature) James Deutchman
Co-Manager of Fountain Park Apartments Novi, LLC

Date
10-24-17

[Signature]
Witness (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Email

CITY OF NOVI

By:

Date

Witness (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Email

CONTRACTOR

By:

Date

Witness (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Email

SUBCONTRACTOR

By:

Date

Witness (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Email