



CITY of NOVI CITY COUNCIL

Agenda Item 3
May 12, 2014

SUBJECT: Consideration to approve Agreement between the City of Novi and Novi Corporate Park, LLC Regarding the Sale and Exchange of Properties, relating to an approximately 1-acre parcel of land at the northeast corner of 12 Mile Road and West Park Drive, Parcel ID No. 22-09-451-022, for the purpose of securing additional property for the siting of a water storage tank.

SUBMITTING DEPARTMENT: City Manager's Office

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

This agreement proposed for City Council consideration relates to the water storage tank that is currently being designed to be located on the north side of the I-96 freeway. The City recently acquired an approximately 1.49 acre parcel of land on Twelve Mile Road just east of West Park Drive (the "City Property," Parcel No. 22-09-451-003; see Exhibit A) to serve as the site for the new tank. However, the City has determined that it would be beneficial for the water storage tank to be located closer to the City's existing pump station, which is situated in the right-of-way at the corner of Twelve Mile Road and West Park Drive. Building the tank closer to the existing pump station would reduce the capital costs for the tank, because it would reduce the infrastructure needed to convey flows between the sites; it would also eliminate the need to acquire certain easements for that infrastructure.

Novi Corporate Park, LLC, owns the approximately 1.06 acre parcel of land located directly on the northeast corner of Twelve Mile Road and West Park Drive (the "NCP Property," Parcel No. 22-09-451-022; see Exhibit A.) That site is directly adjacent to the pump station.

At its February 4, 2014 meeting, Council adopted a motion directing the City Attorney's office to meet with NCP to see if an agreement to acquire the NCP Property could be reached:

Authorize the City Attorney to prepare a proposed purchase agreement for property at the corner of Twelve Mile Road and West Park Road, upon the terms and conditions discussed in closed session, to be brought back to the City Council for final approval at a later meeting if a tentative agreement can be reached.

The attached agreement calls for the City to purchase the NCP Property for the amount of \$117,183 (plus closing costs) and also to convey to NCP an approximately 0.54-acre portion of the recently-purchased City Property, on the easternmost side of that property, to NCP. NCP also owns the property on the east side of the City Property. The 0.54 acre area that the City would convey to NCP would be added to that parcel, giving NCP a larger parcel fronting Twelve Mile Road to develop. If the City acquires the corner NCP Property, the 0.54-acre area would be excess and could be safely conveyed to NCP.

NCP has represented that the NCP Property is encumbered by a mortgage that has a "release price" of \$225,352.00 per acre; the intention of the proposed agreement is that the combination of the purchase price and the conveyance of a portion of the City Property would satisfy that release price and allow it to sell the NCP Property.

The agreement calls for the usual due diligence as far as environments reviews, surveys, title work, and the like. Closing would occur before June 30, 2014.

RECOMMENDED ACTION: Approval of Agreement between the City of Novi and Novi Corporate Park, LLC Regarding the Sale and Exchange of Properties, relating to an approximately 1-acre parcel of land at the northeast corner of 12 Mile Road and West Park Drive, Parcel ID No. 22-09-451-022, for the purpose of securing additional property for the siting of a water storage tank, subject to final review and approval as to form by the City manager's office and the City Attorney, and to authorize the City Manager's office and the City Attorney to undertake all actions necessary to complete such transaction.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

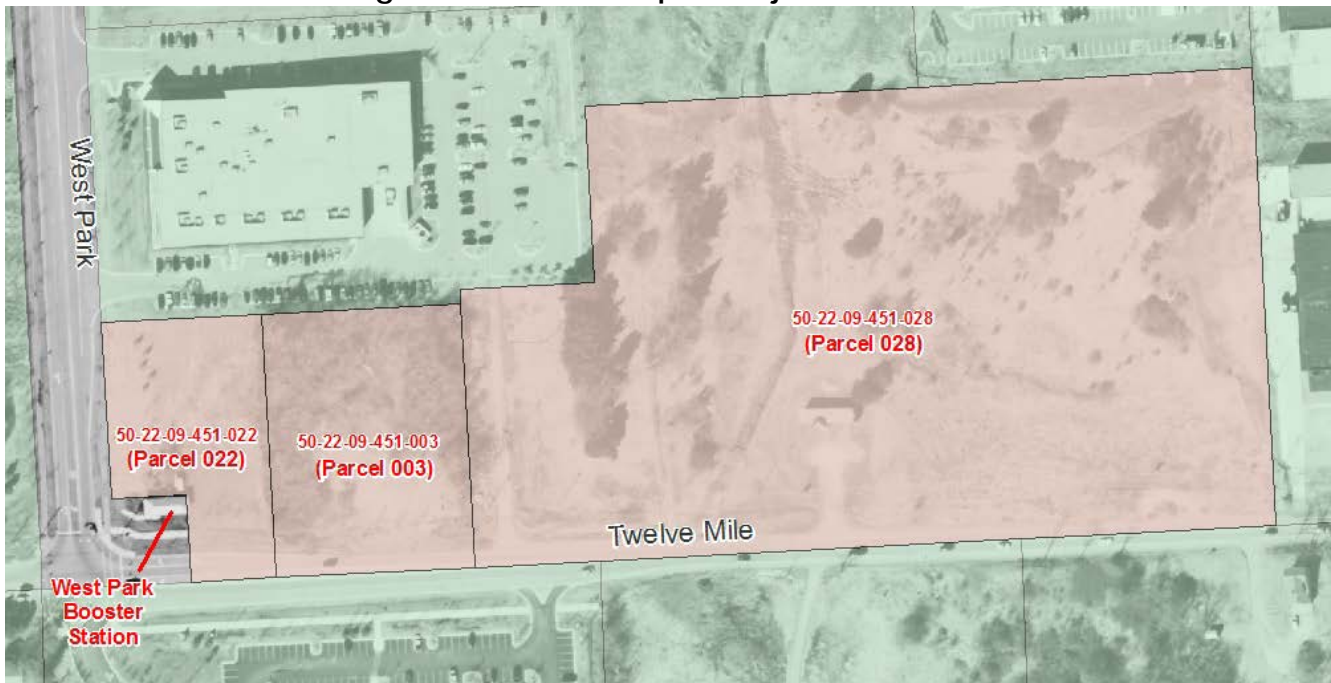
MEMORANDUM



TO: CLAY PEARSON, CITY MANAGER
FROM: TIM KUHN, WATER AND SEWER SENIOR ENGINEER
SUBJECT: TANK LAYOUT WITH COMBINED PARCEL ACQUISITION
DATE: DECEMBER 5, 2013

At the recent December 3, 2013 meeting with a representative from Amson Dembs Development, Inc., City staff indicated that they have a purchase agreement for parcel 50-22-09-451-003 (Parcel 003 depicted below) for the construction of a water storage tank. The City expressed interest in purchasing parcel 50-22-09-451-022 (Parcel 022) from Amson Dembs in an effort to build the proposed water storage tank in closer proximity to the existing West Park Booster Station. The Amson Dembs representative indicated that the company was currently planning a development on parcel 50-22-09-451-028 (Parcel 028) and if Amson Dembs sold Parcel 022 to the City, Amson Dembs would be interested in acquiring any remainder of Parcel 003, that wasn't used as part of tank construction, to add this remainder to the planned development for Parcel 028. Figure 1 provides a location map of the subject parcels.

Figure 1: Location Map of Subject Parcels

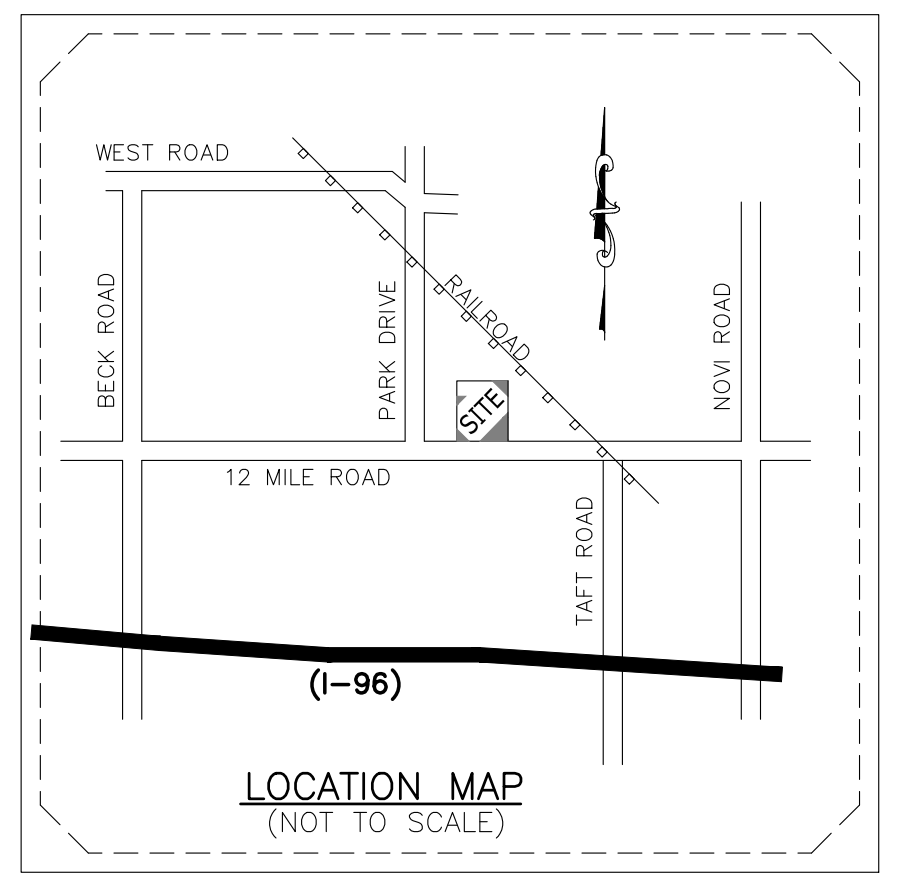
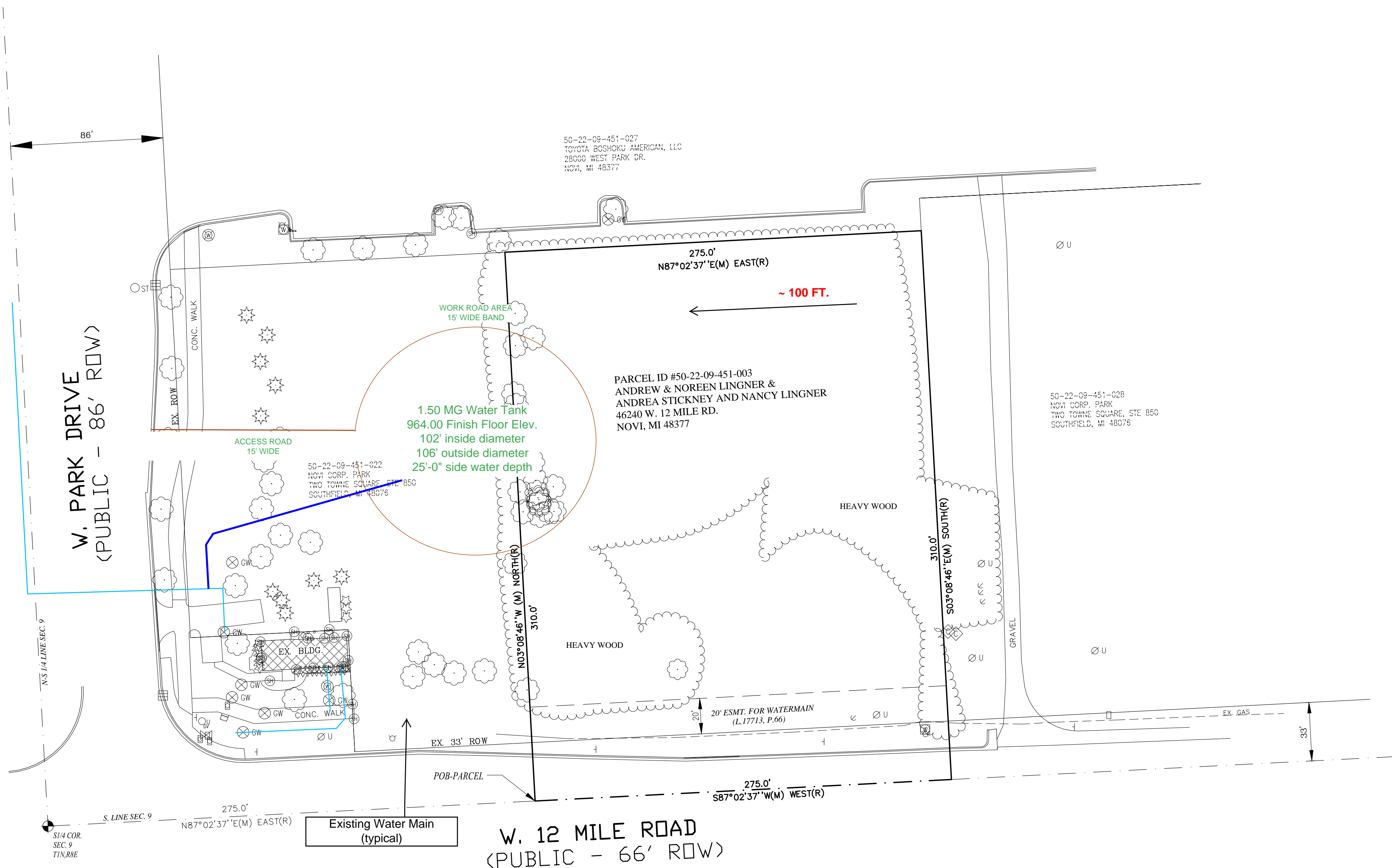
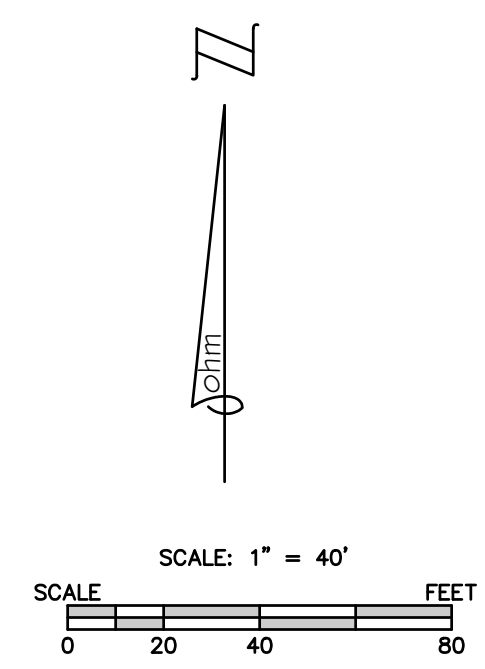


Assuming that Parcels 022 and 003 were purchased for tank construction and that the tank location was located in closer proximity to the West Park Booster Station, a

preliminary site layout of the proposed water storage tank was developed to evaluate how much area within Parcel 003 would not be needed for tank construction to create the potential for this unused land to be deeded over to Amson Dembs as part of a purchase agreement for Parcel 022. Figure 2 depicts the layout of the proposed ground storage tank if the City owned both Parcels 022 and 003. The proposed layout of the tank indicates that the eastern 100 feet of Parcel 003 (approximately 0.6 acres) would not be needed to construct the proposed tank. Therefore, it may be possible to include this area as part of a purchase agreement for Parcel 022.

Please let me know if you have any questions or comments regarding this memorandum.

Cc: Rob Hayes, Director of Public Services / City Engineer
Michael Andrews, Water & Sewer Financial Specialist
Scott Roselle, Water & Sewer Asset Manager
Brian Coburn, Engineering Manager
Charles Boulard, Community Development Director



SYMBOL LEGEND:

○ ST	STORM MANHOLE	⊕	GUY WIRE
⊕	ROUND CATCH BASIN	⊕	GUY POLE
⊕	SQUARE CATCH BASIN	⊕	TELEPHONE RISER
○ S	SANITARY MANHOLE	⊕	ELECTRICAL METER
⊕	CLEANOUT	⊕	ELECTRICAL TRANSFORMER PAD
⊕	FIRE HYDRANT	○	METAL POST
⊕	WATER STOP BOX	⊕	ELECTRICAL RISER
⊕	GATE VALVE & WELL	⊕	GAS METER
⊕	SPRINKLER HEAD	⊕	CATV RISER
⊕	MONITORING WELL	+	SIGN
⊕	IRRIGATION CONTROL BOX	—	FENCE
⊕	UTILITY POLE	⊕	FOUND IRON ROD
⊕	LIGHT POLE	⊕	SET IRON ROD
⊕	OVERHEAD	⊕	RECORDED
⊕	UNDERGROUND FLAG	⊕	MEASURED
⊕	CONIFEROUS TREE		
⊕	DECIDUOUS TREE		

SURVEYOR'S CERTIFICATE:

To Andrew J. Lingner and Noreen E. Lingner, his wife, Andrea J. Stickney and Nancy E. Lingner, Seaver Title Agency, LLC. (agent for: Old Republic National Title Insurance Company)

This is to certify that this map or plat and the survey on which it is based were made in accordance with 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS. The field work was completed on November 04, 2013.

Date:

ORCHARD, HILTZ & McCLIMENT, INC.

Andrew W. Schripsma, P.S.
Michigan Professional Surveyor No. 55483

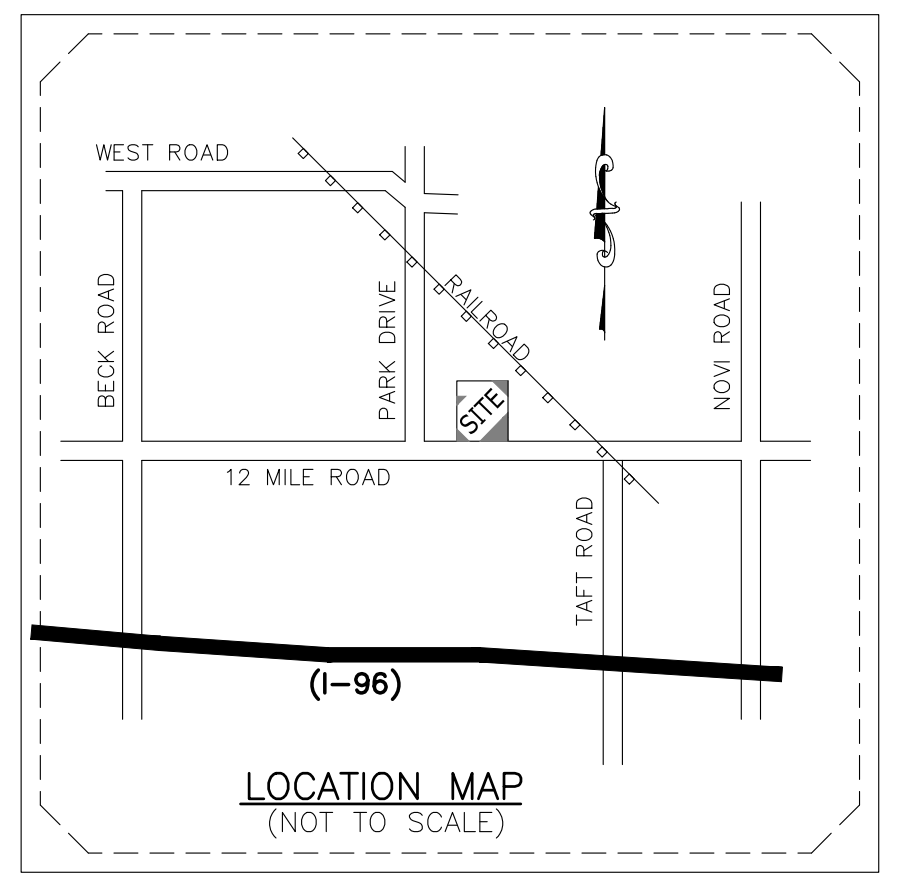
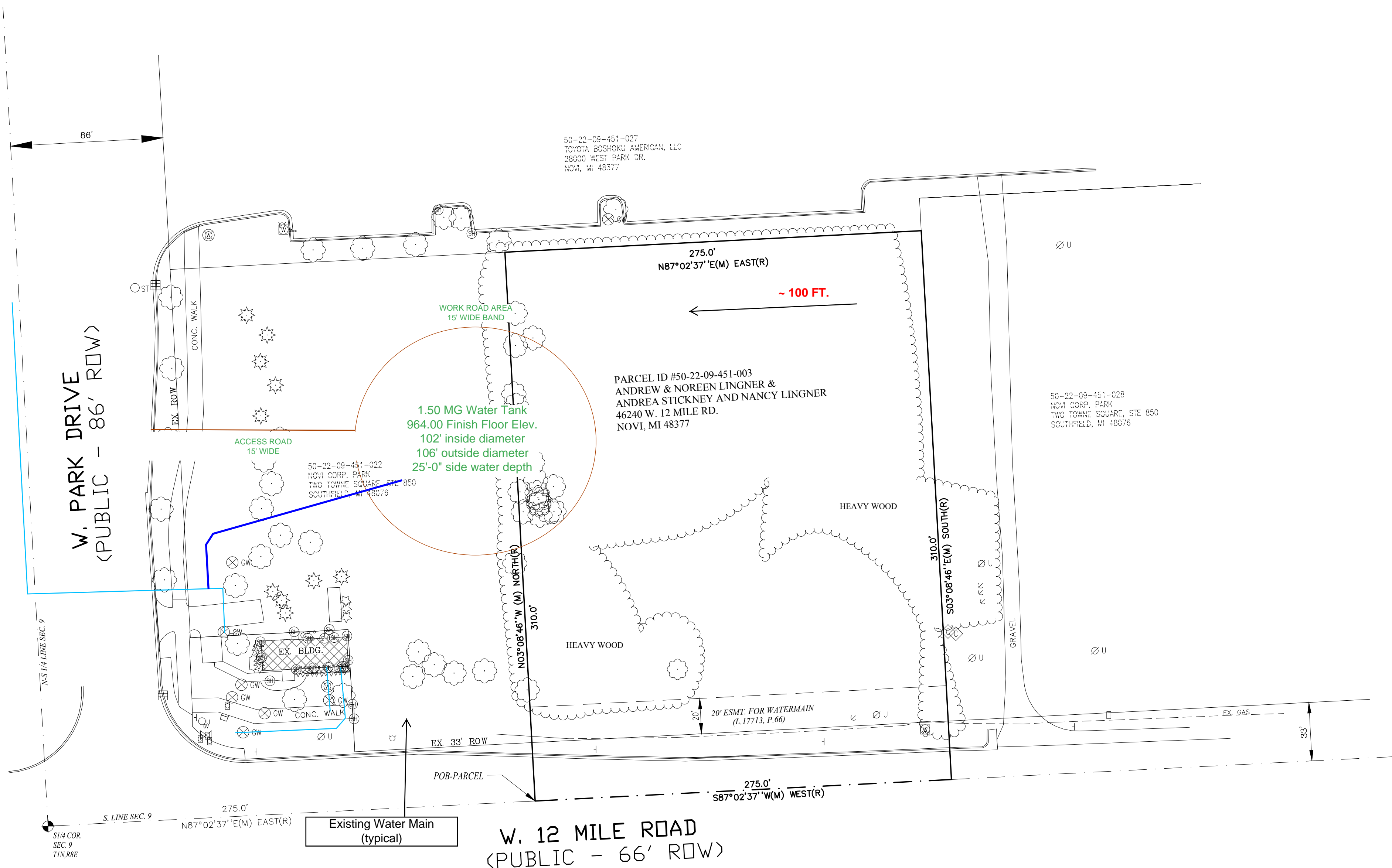
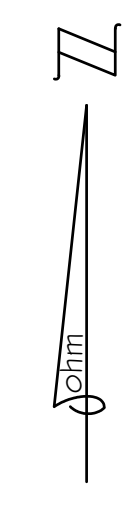
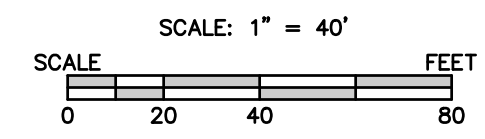
DATE	11-11-2013	CASE	SH	ENGINEER	AS	PROJ.#	SECTION	TOWN	RANGE	COUNTY	CITY/TOWNSHIP	SCALE	VERT. DATUM
REVISIONS		REVISIONS		REVISIONS		REVISIONS		REVISIONS		REVISIONS		REVISIONS	
CLIENT: OHM ADVISORS JOB # 0163-13-0210 CITY OF NOVI													
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM													

POTENTIAL TANK LAYOUT
12 MILE AND WEST PARK DRIVE
PART OF SE 1/4 OF SECTION 9, T 1 N, R 10 W, CITY OF NOVI, OAKLAND, MI
ALTA/ACSM LAND TITLE SUR

50-22-09-451-003

SHEET 1 OF 1

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Date:

ORCHARD, HILTZ & McCLIMENT, INC.

Andrew W. Schripsma, P.S.
Michigan Professional Surveyor No. 55483

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CLIENT	OHM ADVISORS															
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CLIENT	34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM															

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12 MILE AND WEST PARK DRIVE
PART OF SE 1/4 OF SECTION 9, T 1 N, R 10 E, S 1 W
CITY OF NOVI, OAKLAND, MI
ALTA/ACSM LAND TITLE SUR

50-22-09-451-003

SHEET 1 OF 1

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STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

AGREEMENT BETWEEN THE CITY OF NOVI AND NOVI CORPORATE PARK LLC
REGARDING THE SALE AND EXCHANGE OF PROPERTIES

This Agreement Regarding Sale and Exchange of Properties is made and entered into by and between the City of Novi (“City”), a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, and Novi Corporate Park, L.L.C., a Michigan limited liability company, whose address is 2 Town Square, Suite 850, Southfield, MI 48076, for the sale and exchange of certain properties located in the City of Novi according to the terms and subject to the conditions and contingencies set forth in this agreement.

1. PURPOSE AND INTENT.

The Properties

- A. NCP owns an approximately 1.06 acre parcel of land located on the northeast corner of Twelve Mile Road and West Park Drive (**the “NCP Property”**). (Parcel No. 22-09-451-022; See Exhibit A.)
- B. The City owns an approximately 1.49 acre parcel of land located just east of and adjacent to the NCP Property (**the “City Property”**). (Parcel No. 22-09-451-003; See Exhibit A.)
- C. NCP also owns a parcel of property just east of and adjacent to the City Property (**the “NCPII Property”**). (Parcel No. 22-09-451-028; See Exhibit A.)

The Transaction/Property Exchange

- D. The City has identified a current and immediate need for construction of a water storage tank, and it acquired the City Property for that purpose. However, the City has determined that it would be beneficial for the water storage tank to be located closer to the City’s existing pump station, which is at the corner of Twelve Mile Road and West Park Drive. If the water storage tank were located closer to the corner, on the NCP Property, the City would have potentially excess property adjacent to the NCPII Property, which it would then convey to NCP.
- E. The NCP and NCPII Properties are both encumbered by a mortgage recorded at Liber ____, Page ____ of the Oakland County Records.

- F. NCP has represented that its release price for the property so encumbered is \$225,352.00 per acre.
- G. The City and NCP have mutually agreed upon the terms and conditions of a sale and property exchange that will result in the equivalent of a price of \$225,352.00 per acre, as follows: (1) the City purchasing the approximately 1.06 acre NCP Property for \$117,183.00; and (2) the City transferring a 0.54 acre area of the City Property to NCP as shown on Exhibit B (**the “City Excess Property”**). The City Excess Property and the NCP Property are hereinafter sometimes referred to as “the Properties.”

2. EXCHANGE OF PROPERTY; CONSIDERATION. At the Closing described in Paragraph 7, the City and NCP agree to execute, deliver, and exchange the following as consideration for the consummation of this transaction.

- (a) NCP shall convey to the City fee simple marketable title to the NCP Property described in Exhibit A by execution and delivery of a Warranty Deed.
- (b) The City shall pay \$117,183.00 to NCP, and shall be responsible for the payment of closing costs for the transaction as provided for in Paragraph 7.
- (c) The City shall additionally convey to NCP the City Excess Property by Warranty Deed, which will be combined with the NCP II Property by the City.

3. CONTINGENCIES. Consummation of this Agreement at the Closing is subject to all of the following contingencies being first satisfied and/or waived within the time periods described for each below:

- (a) Title Contingency No. 1.
 - (i) NCP agrees to furnish, at its expense and within 10 days of the effective date hereof, a Commitment for Title Insurance bearing a certification date subsequent to the date of this Agreement as to the NCP Property, showing marketable and insurable title to such properties in NCP. Such Commitment shall be for an owner’s policy of title insurance in favor of the City as to such property and the rights, easements, and deeds therein to be conveyed and granted to the City under this Agreement, which policy is to be issued at the Closing by a title insurance company licensed to do business as a title insurance company in, and with offices in, the State of Michigan insuring marketable title in the amount of \$225,352.00, without standard exceptions. Such Commitment shall be updated and re-certified to the date of Closing and contain an undertaking of the title company to insure over the “gap” period existing between the date of such original Commitment and the Closing of this transaction.

For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting

only encumbrances of record and listed as policy contingencies that the City elects to accept at or before Closing, including building and use restrictions of record, so long as same do not in any way or manner preclude, hinder, or limit the City's proposed use of the NCP Property for any permitted purpose, including construction of a water storage tank and related improvements, easements of record, and zoning ordinances; provided, however, that the City, at its sole option, may elect to accept title in whatever condition it may be in, notwithstanding that such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which the City has elected to accept.

- (ii) .If objection to the title is made in the commitment for title insurance or based on a written opinion of the City's attorney that the title is not in the condition required for performance of this Agreement, NCP shall have thirty (30) days from the date NCP is notified in writing of the particular defects claimed to fulfill the requirements in the commitment or to remedy the title defects set forth in the commitment or attorney's opinion. If NCP is unable or unwilling to cure all unpermitted exceptions to the City's satisfaction by such date, this Agreement shall terminate, and neither party shall have any further obligation to the other under this Agreement. In the alternative, City may, but is not in any way obligated to, elect to accept such title to the properties as NCP is able to provide, without a reduction or modification of the consideration given to NCP under this Agreement.

(b) Title Contingency No. 2.

- (i) City agrees to furnish, at its expense and within 10 days of the effective date hereof, a Commitment for Title Insurance bearing a certification date subsequent to the date of this Agreement as to the City Excess Property, showing that City owns marketable and insurable title to such property. Such Commitment shall be for an owner's policy of title insurance in favor of NCP as to the Property to be issued at the Closing by a title insurance company licensed to do business as a title insurance company in, and with offices in, the State of Michigan insuring marketable title in the amount of \$121,690.00, without standard exceptions. Such Commitment shall be updated and re-certified to the date of Closing and contain an undertaking of the title company to insure over the "gap" period existing between the date of such original Commitment and the Closing of this transaction.

For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only encumbrances of record and listed as policy contingencies that NCP elects to accept at or before Closing, including building and use restrictions of record, easements of record and zoning ordinances; provided, however, that NCP, at its sole option, may elect to accept title in whatever condition it may be in, notwithstanding that such condition would not meet the above definition

of “marketable title” and, in such event, marketable title shall mean the condition of title which NCP has elected to accept.

- (ii) If objection to the title is made in the commitment for title insurance or based on a written opinion of NCP’s attorney that the title is not in the condition required for performance of this Agreement, the City shall have thirty (30) days from the date NCP is notified in writing of the particular defects claimed to fulfill the requirements in the commitment or to remedy the title defects set forth in the commitment or attorney’s opinion. . If City is unable or unwilling to cure all unpermitted exceptions to NCP’s satisfaction by such date, this Agreement shall terminate, and neither party shall have any further obligation to the other. In the alternative, NCP may, but is not in any way obligated to, elect to accept such title to the property as City is able to provide, without reduction or modification of the consideration given to City under this Agreement.

(c) Environmental Contingency.

The parties’ obligations under this Agreement shall be contingent upon satisfactory inspections and testing of the Properties for environmental contamination by a qualified person, at each party’s sole option and at the City’s expense for the property being acquired, within forty-five (45) days after the effective date of this Agreement. As to the NCP Property, the City shall indemnify and hold NCP harmless from any loss, costs, damages, or liability arising from any injury or damage to persons or property relating to such activities and shall repair any damage to such property caused by such testing. If the inspection or testing shows any environmental contamination, or if the environmental inspection requires or recommends a Phase II or Base Line Investigation/Report, the party acquiring the subject property shall have the option to terminate this Agreement by written notice to the other party within fourteen (14) days after expiration of the forty-five (45) day inspection period. Nothing contained herein, however, shall be construed to mean the acquiring party is indemnifying or otherwise holding the conveying party harmless from third-party actions or suits in regard to environmental contamination of the Property or any other matter. When used herein, the term “Property” shall include all aspects of the Property, such as, but not limited to any structures on the Property and the soil and groundwater beneath the Property.

(d) Survey Contingency.

The parties’ obligations under this Agreement shall be contingent upon their obtaining a satisfactory survey within forty-five (45) days after the effective date of this Agreement for all of the Properties, the cost of which survey is to be borne by the City. The survey shall be prepared by a mutually-chosen registered land surveyor, licensed in the State of Michigan, certified to and satisfactory to the parties and the Title Company, conforming to such current ALTA ASCM minimum standards and “Table A” options as the party shall desire, and showing the dimensions and area of

all of the Properties; the location, dimensions and recording information (if applicable) of all existing improvements, roads, easements, means of access to public streets, encroachments, driveways, and all other physical conditions affecting the title and use of the Property including access thereto. If either party, in that party's sole discretion, is not satisfied with the results of the survey, the party shall so notify the other party in writing within fourteen (14) days after the expiration of the forty-five (45) day survey period. If no written objection is made by any party within the stated period, this survey contingency shall be deemed to be waived and the parties shall proceed to closing subject to the remaining terms of this Agreement and the parties shall be deemed to have accepted the Property in an "AS IS" condition, except as otherwise provided in Section 4 below.

- (e) **Suitability for purpose.** The parties' obligations under this Agreement shall be contingent upon satisfactory inspections and testing, including soil borings and other tests, information, and reports of consultants, indicating that the Property is, in the party's sole opinion, suitable for the party intended use of and improvements to the Property. If either party, in its sole discretion, is not satisfied with the results of such inspections, borings, tests, reports, or other information for any reason, such party shall give notice to the other party within fourteen (14) days after expiration of the forty-five (45) day inspection period. If no written objection is made by the a party within the stated fourteen (14) day period, this contingency shall be deemed to be waived and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and the parties shall be deemed to have purchased the Property in an "AS IS" condition, except as otherwise provided in Section 4 below.

4. REPRESENTATIONS AND WARRANTIES. The City, as to the City Excess Property, and NCP, as to the NCP Property, represent and warrant to each other as follows:

- To the best of its knowledge, there is no pending litigation affecting all or any part of the Property, or its interest therein.
- There are no unrecorded options, rights of first refusal, licenses, rental agreements, leases or other rights of occupancy outstanding in respect of the Property.
- To the best of its knowledge, there are no uncorrected violations of any building codes and regulations, health codes or zoning ordinances, or county, state or federal laws or regulations, affecting the Property or the use or enjoyment thereof.
- Except as may be disclosed in any environmental reports as described herein, to the best of its knowledge there are no underground storage tanks or hazardous or toxic substances existing on, under, above or upon the Property as defined in any federal, state or local law, regulation, rule, statute or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or upon the Property.
- There are no real estate broker or agent commissions, fees and other charges involved in or attributable to this transaction and conveyance other than those disclosed in this Agreement. acquiring party shall not be responsible for any such brokerage or agent fees, commissions, or other such charges, and it shall indemnify, defend and hold acquiring party free and harmless from the claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented it, or

otherwise to be entitled to compensation, in connection with this Agreement or in connection with the sale of the Property.

The foregoing representations and warranties shall survive the Closing of this transaction for a period of 12 months and then terminate. Except as set forth in the Section 4, the City and NCP acknowledge that they are taking the respective Properties in their “as is/where is” condition.

5. LEGAL DESCRIPTIONS. The acreage references in this Agreement are close approximations. NCP and City shall jointly prepare all final legal descriptions of the Properties. Once the legal descriptions have been finalized and agreed to by all parties, they shall be attached to the intended documents as contemplated under Paragraph 2, above. Following the Closing, the parties agree to reasonably cooperate in executing and recording amendments that are necessary, if any, for purposes of replacing those legal descriptions using plans/maps with metes and bounds legal descriptions of such depicted areas, or that become necessary for purposes of correcting mutual mistakes and errors in the legal descriptions, if any such mistakes or errors are discovered at or after the Closing.

6. POSSESSION. Possession of both Properties will be delivered at the Closing. The Warranty Deeds and other documents shall be delivered at the Closing. In taking possession of the Properties, NCP and City shall have all rights that would accrue to them as if fee title absolute were transferred at that time.

7. CLOSING. The Closing shall take place at the office of the Title Company and the parties shall arrange for a Title Company representative with authority to up-date and mark-up the commitments for title insurance as required under this Agreement to be present at the closing. If title to all Properties described in Paragraph 2 can be conveyed in the condition required under this Agreement, and all terms and Contingencies of this Agreement have been satisfied or waived, the Closing shall take place on a date and time as is mutually agreeable to the parties to close; provided, however, that the Closing shall occur not later than June 30, 2014. The Title Company shall provide a complete package of the documents to be executed at the Closing to both parties and their attorneys within 48 hours of the closing. The parties agree to the following for the purpose of consummating this transaction:

- (a) Each party shall deliver to the other evidence satisfactory to establish their authority to enter into and consummate this transaction.
- (b) The City shall order the Policy of Owner’s Title Insurance required hereunder, and the City pay all premiums payable with respect to the Owner’s Policy of Title Insurance.
- (c) The City shall pay for all transfer taxes, sales taxes, ordinance-imposed fees or assessments, fees attributable to any parcel split/combine which may have been assessed, and fees and charges of its own representatives, agents or contractor, for the Property acquired.

- (d) Both parties shall execute, acknowledge and deliver such other instruments, documents and undertakings (in customary form reasonably acceptable to NCP and the City) as shall be reasonably necessary in order to fully consummate this Agreement and to bring into effect its intent and purpose, including any required non-foreign affidavits.
- (e) All taxes and assessments that have become a lien upon the land as of the date of Closing (if any) shall be paid by the conveying party, except that: (a) all current property taxes shall be prorated and adjusted between the parties as of the date of Closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) the acquiring party shall be responsible for the payment of all property taxes falling due after the date of Closing without regard to lien date. The conveying party shall pay the cost of all utilities and service charges through and including the date of Closing.

8. TIME IS OF THE ESSENCE. At all times under this agreement where certain time constraints are set forth, the parties have agreed that **TIME IS OF THE ESSENCE** and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.

9. DEFAULT. In the event of material default by the City under this Agreement, NCP may, at its option, and as its sole and exclusive remedies, elect to enforce the terms hereof or rescind and terminate this Agreement. In the event of a material default by NCP, the City may, at its option, and as its sole and exclusive remedies, elect to enforce the terms hereof or rescind and terminate this Agreement.

10. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State. Should any court action be commenced at any time involving or concerning this Agreement, the parties hereto consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County. In the event any provision of this Agreement or any addendum to this Agreement contains provisions that are contrary to existing law in the State of Michigan or negate any legal right of a party to this Agreement under the laws of said state, such provision shall be severed from this Agreement and shall be of no force or effect, but shall not otherwise invalidate the remainder of this Agreement. The Agreement of the parties in this paragraph shall survive the Closing of this transaction.

11. LEGAL DOCUMENT; INTERPRETATION. This is a legal and binding document, and both NCP and the City acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial adviser. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision. This paragraph shall survive the closing of this transaction.

12. ALL AGREEMENTS IN WRITING. NCP and the City agree that this Agreement (and written and signed addenda, if any) cannot be modified, altered or otherwise amended without a writing being duly approved by and signed or initialed, as the case may be, by both NCP and the City.

13. NOTICES. All notices and demands required or permitted under this agreement shall be in writing and shall be served personally or by postage prepaid United States first class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated on page 1 hereof or to such other place as may be designed by notice given in accordance with this section. It is agreed to by the parties that offers, acceptances and notices required hereunder may, but are not required to, be delivered by facsimile (fax) copy to the parties or their agents provided a hard copy (originally signed copy) is mailed or delivered in a timely manner. If faxed, the date and time of the receipt of the fax shall be the date and time of said offer, acceptance or notice. If not faxed, notice shall be deemed to have been given on the earlier of (a) the date of personal delivery, (b) the date when received, or (c) one (1) day after mailing if mailed in the State of Michigan. This paragraph shall survive the closing of this transaction.

14. GRAMMAR AND HEADINGS. Whenever words herein are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa. The headings contained herein are for the convenience of the parties and are not to be used in construing the provisions of this Agreement.

15. ENTIRE AGREEMENT. NCP and the City agree that this Agreement contains the entire agreement between them and that there are no agreements, representations, statements or understandings that have been relied upon by them that are not stated in this Agreement.

16. BINDING EFFECT. The covenants, representations and agreements herein shall run with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall survive the Closing where indicated.

17. EXPIRATION. It is contemplated, but not required, that this Agreement will be signed by the City first. In such event, NCP shall have seven (7) business days from the date of the City's signature to accept and deliver a countersigned original of this Agreement to City; otherwise this Agreement shall constitute an expired offer to purchase.

18. COUNTERPARTS. The Agreement may be executed in any number of counterparts, none of which need be executed by all the parties hereto, each of which shall be deemed an original, and all of which when taken together shall constitute one in the same instrument. Each Exhibit attached hereto shall be a part of this Agreement, as if the content thereof was fully set forth in the body of the Agreement.

19. DATE OF EXECUTION. The date of execution of this agreement shall be the date on which the last person to sign this document (in its final form) shall have signed the document. In the event the parties fail to insert the date of execution beneath their signatures below, then the date of execution shall be the date on which School District representatives actually signed the document.

IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW THEIR SIGNATURE.

ACCORDINGLY, NCP and the City have executed this Agreement as of the date written below.

“NCP”

NOVI CORPORATE PARK, LLC,
A Michigan limited liability company

By:
Its:
Dated: _____, 2014

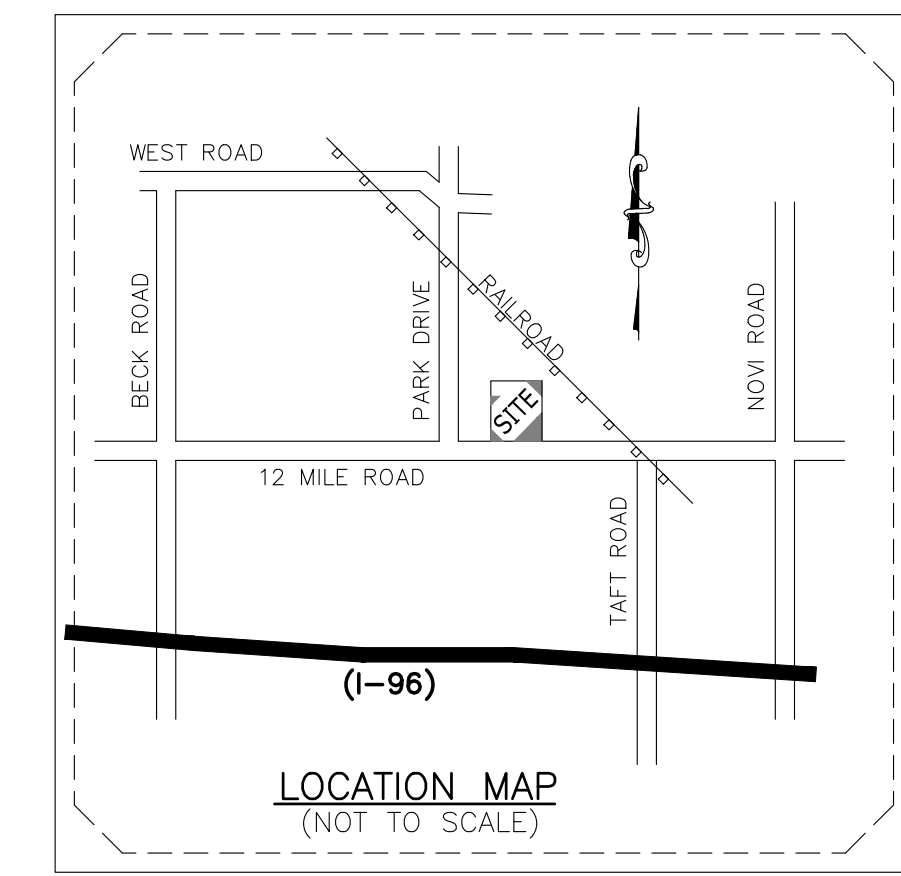
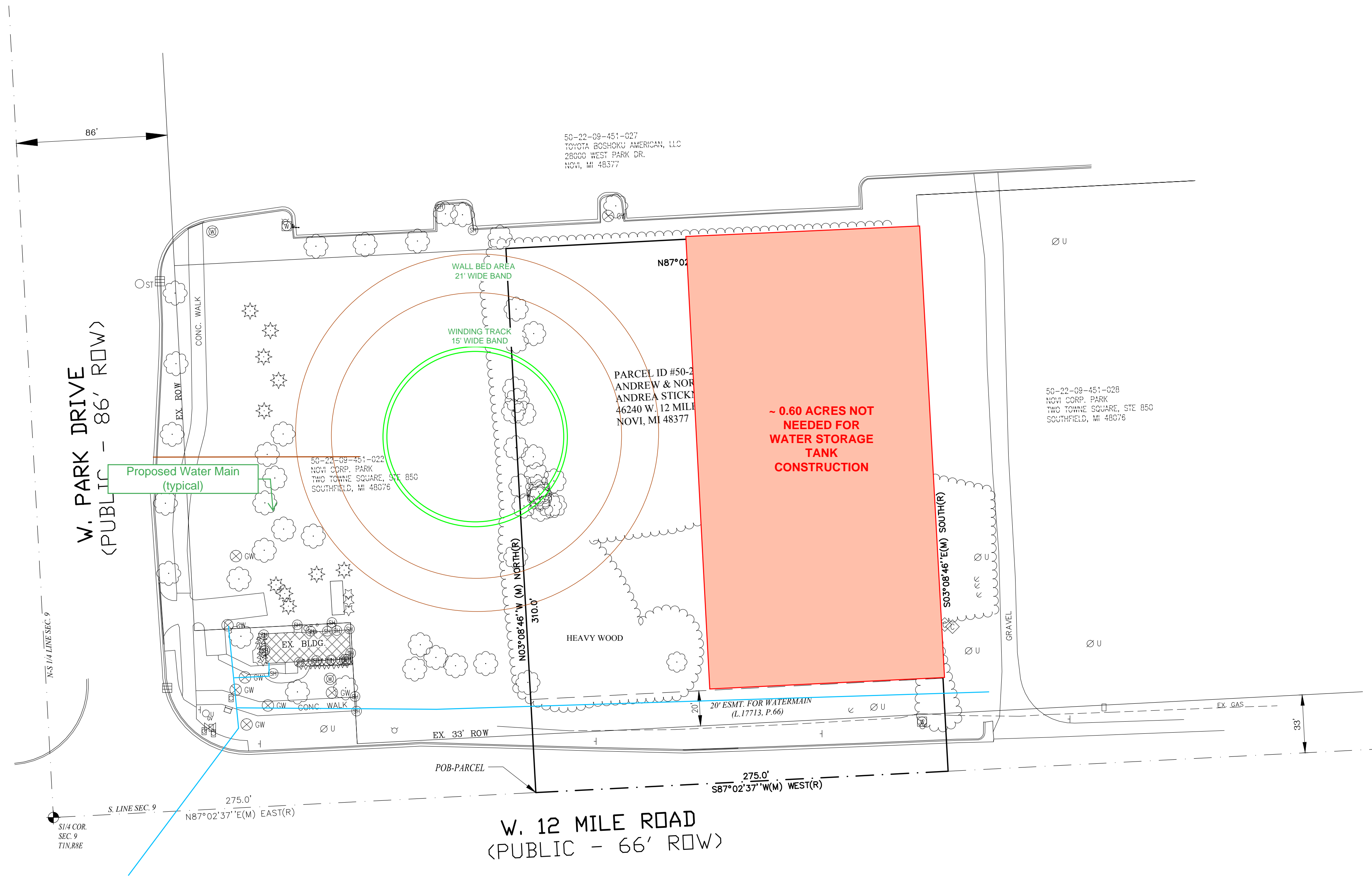
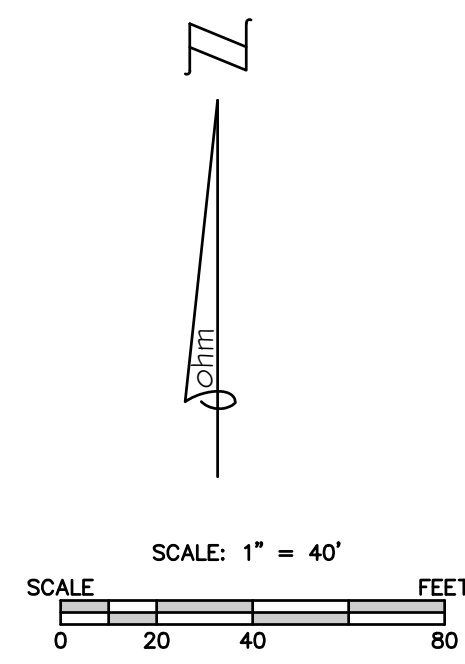
By:
Its:
Dated: _____, 2014

“CITY”

CITY OF NOVI,
a Michigan municipal corporation

By: Robert J. Gatt
Its: Mayor
Dated: _____, 2014

By: Maryanne Cornelius
Its: Clerk
Dated: _____, 2014



PARENT PARCEL DESCRIPTION
 (REFERENCE TITLE POLICY ISSUED BY SEAVER TITLE INSURANCE AGENCY, COMMITMENT No. 63-1335820-SCM, DATED: October 08, 2013)

Part of Land situated in the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 9, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan described as:

Commencing at a point on the Southerly line of said Section 9, 275.0 feet East from the South 1/4 corner of said Section 9; thence in Northerly direction parallel with the North and South 1/4 line of said Section 310.0, running thence East and parallel with the Southerly line of said Section 9, 235.0 feet, thence running South and parallel with the said North and South 1/4 line of said Section 9, 310.0 feet to the Southerly line of said Section 9; thence West along the Southerly line of said Section 9, 235.0 feet to the Point of Beginning.

ASSESSED AS:
 The South 310 feet of the East 235 feet of the West 510 feet of the SE 1/4 of Section 9, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan.

SYMBOL LEGEND:

○ ST	STORM MANHOLE	⋈	GUY WIRE
⊖	ROUND CATCH BASIN	⊖	GUY POLE
⊖	SQUARE CATCH BASIN	⊖	TELEPHONE RISER
○ S	SANITARY MANHOLE	⊖	ELECTRICAL METER
⊖	CLEANOUT	⊖	ELECTRICAL TRANSFORMER PAD
⊖	FIRE HYDRANT	○	METAL POST
⊖	WATER STOP BOX	⊖	ELECTRICAL RISER
⊖	GATE VALVE & WELL	⊖	GAS METER
⊖	SPRINKLER HEAD	⊖	CATV RISER
⊖	MONITORING WELL	+	SIGN
⊖	IRRIGATION CONTROL BOX	⊖	FENCE
⊖	UTILITY POLE	⊖	FOUND IRON ROD
⊖	LIGHT POLE	⊖	SET IRON ROD
⊖	OVERHEAD	⊖	RECORD
⊖	UNDERGROUND FLAG	⊖	MEASURED
⊖	CONIFEROUS TREE		
⊖	DECIDUOUS TREE		

DATE: 11-11-2013
 CASE: SH
 ENGINEER: AS
 PROGRAM: AS
 TOWN: 01N
 RANGE: 08E
 SECTION: 9
 COUNTY: OAKLAND
 CITY/TOWNSHIP: CITY OF NOVI
 SCALE: V: 1"=4', H: 1"=40'
 JOB #: 0163-13-0210
 CLIENT: OHM ADVISORS
 ADDRESS: 34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM
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N, R 8 E,
 T. 1 N,
 R. 8 E,
 CITY OF NOVI, MI

FIGURE 2