



CITY of NOVI CITY COUNCIL

**Agenda Item P
August 8, 2016**

SUBJECT: Acceptance of highway easements over parcels 22-14-376-009 and 22-14-376-063 from Novi Town Center Investors, LLC for the purpose of reconstructing Crescent Boulevard east of Novi Road.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *74*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Novi Town Center Investors, LLC is requesting acceptance of two highway easements over parcels 22-14-376-009 and 22-14-376-063 for the purpose of reconstructing Crescent Boulevard east of Novi Road. The proposed reconstruction will realign the median crossovers in the easement areas to improve vehicle circulation and safety and add a roundabout at the intersection of Crescent Boulevard and Town Center Drive. Parcel 22-14-376-009 is located at the south-east corner of Crescent Boulevard and Town Center Drive. Parcel 22-14-376-063 runs along the south side of Crescent Boulevard from Ingersol Drive to Town Center Drive. The construction contract award for this project is proposed for consideration elsewhere on this agenda.

The enclosed warranty deed has been favorably reviewed by the City Attorney (Beth Saarela's July 19, 2016 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of highway easements over parcels 22-14-376-009 and 22-14-376-063 from Novi Town Center Investors, LLC for the purpose of reconstructing Crescent Boulevard east of Novi Road.

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

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

Highway Easement Location Map

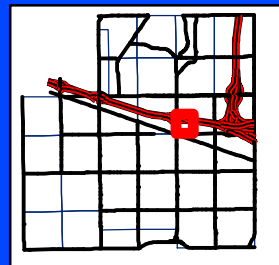


Map Author: A. Wayne
Date: 7/28/2016
Project:
Version #:

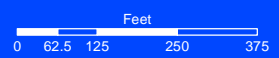
Amended By:
Date:
Department:

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 = 300 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.johnsonrosati.com

July 19, 2016

Adam Wayne, Civil Engineer
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: *Crescent Boulevard Reconstruction (Town Center Drive to Novi Road) - Highway Easements – Novi Town Center Investors*

Dear Mr. Wayne:

We have received and reviewed the enclosed executed original Highway Easements over parcels 22-14-376-009 and 22-14-376-063 owned by Novi Town Center Investors, LLC. The Highway Easements were donated by the property owner for the purpose of reconstructing Crescent Boulevard between Novi Road and Town Center Drive. The original Highway Easements are properly executed and should be placed on an upcoming City Council Agenda for acceptance. Once accepted, they should be recorded with the Oakland County Register of Deeds in the usual manner.

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

Very truly yours,

JOHNSON ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk (w/Original Enclosures)
Rob Hayes, DPS Director
Thomas R. Schultz, Esquire

HIGHWAY EASEMENT

KNOW ALL PERSONS that Novi Town Center Investors, LLC, a Delaware limited liability company (“Grantor”), whose address is 242 Trumbull St., Hartford, Connecticut, 06103-1212, for and in consideration of One (\$1.00) Dollars, paid to Grantor by the City of Novi, a Michigan Municipal Corporation, (“Grantee”), whose address is 45175 Ten Mile Road, Novi, Michigan 48375, does hereby grant to the Grantee, a permanent easement for all public highway purposes (“Highway Easement”) and to construct, operate, maintain, repair, and/or replace roadways, utilities, sidewalk, and other infrastructure improvements in, over, under, upon, and through a portion of the following described premises (“Property”) situated in the City of Novi, County of Oakland, State of Michigan as such Highway Easement is more particularly described, drawn and depicted on the attached Exhibit A.

Commonly known as: 26045 Crescent Boulevard, Novi, MITax Parcel No.: 50-22-14-351-063

The Highway Easement consists of a variable width easement described as follows:

SEE HIGHWAY EASEMENT DRAWING, ATTACHED AS EXHIBIT “A,”

This Highway Easement includes, but is not limited to, the consent of the Grantor, within the Highway Easement area, to the removal of any trees, shrubs, and/or vegetation, to grading, to the occupancy of the Property by public utilities, and to other matters which, in the sole discretion of the Grantee, may be necessary in connection with all public highway purposes and the construction, operation, maintenance, repair, and/or replacement of roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the Highway Easement. Grantor waives further notice of such actions.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be restored at Grantee’s sole cost and expense to substantially the condition that existed prior to construction by the Grantee, its agents, employees or contractors.

This Highway Easement runs with the land and shall bind the Grantor and the Grantor’s heirs, representatives, successors, and assigns. This Highway Easement contains the entire understanding of the Grantor and the Grantee, and there are no other verbal promises between the Grantor and the Grantee except as shown herein.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 21 day of June, 2011.

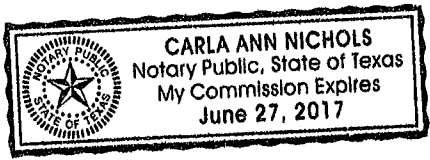
GRANTOR

NOVI TOWN CENTER INVESTORS, LLC, a Delaware limited liability company

BY: [Signature]
Richard Zalatoris, Director

STATE OF TEXAS)
COUNTY OF Dallas) SS.

The foregoing consent to easement was acknowledged before me this 21st day of June, 2011 by Richard Zalatoris, the Director of Novi Town Center Investors, LLC, a Delaware limited liability company.



[Signature]
Notary Public
Dallas County, TX
My Commission Expires: 6/27/17

Parcel No. 50-22-14-351-063

Drafted by:
Elizabeth Saarela, Esq.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:

Maryanne Cornelius, Clerk
City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

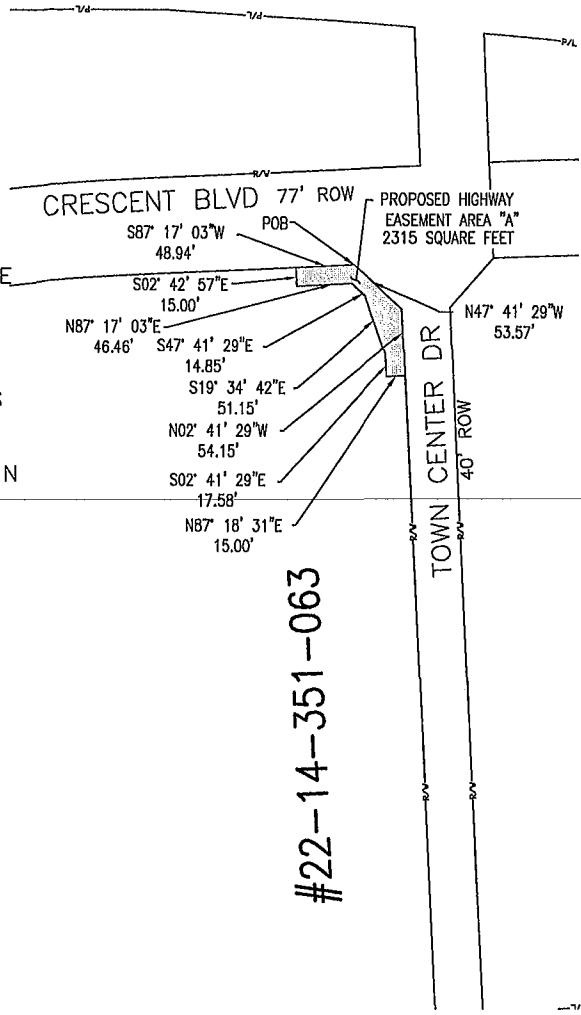
RECORDING FEE _____ REVENUE STAMPS _____

PROPOSED HIGHWAY EASEMENT



PARENT PARCEL DESCRIPTION
AS PROVIDED

T1N, R8E, SEC 14 & 23 PART OF SW 1/4 OF SEC 14 & PART OF NW 1/4 OF SEC 23 BEG AT PT DIST N 87-28-51 E 54 FT FROM SW COR OF SD SEC 14, TH N 02-40-33 W 66.98 FT, TH N 87-29-51 E 6 FT, TH N 02-40-33 W 177.73 FT, TH N 86-52-49 E 269.99 FT, TH N 02-40-33 W 87.91 FT, TH N 86-04-47 E 48.02 FT, TH N 02-40-33 W 149.32 FT, TH N 87-19-27 E 41.14 FT, TH ALG CURVE TO LEFT, RAD 1020 FT, CHORD BEARS N 08-12-39 W 188.21 FT, DIST OF 188.48 FT, TH ALG CURVE TO LEFT RAD 720 FT, CHORD BEARS N 24-31-23 W 275.22 FT, DIST OF 276.93 FT, TH N 04-00-03 E 48.39 FT, TH ALG CURVE TO LEFT, RAD 330.50 FT, CHORD BEARS N 39-41-02 E 45.57 FT, DIST OF 45.61 FT, TH N 35-49-27 E 151.76 FT, TH ALG CURVE TO RIGHT, RAD 1161.50 FT, CHORD BEARS N 61-34-27 E 1009.22 FT, DIST OF 1044.01 FT, TH N 87-19-27 E 206.26 FT, TH S 47-40-33 E 53.74 FT, TH S 02-40-33 E 840.01 FT, TH S 87-19-27 W 144.46 FT, TH S 02-40-33 E 59.26 FT, TH S 87-19-27 W 127.45 FT, TH S 02-40-33 E 60 FT, TH S 87-19-26 W 129.02 FT, TH N 02-40-33 W 0.67 FT, TH S 87-19-27 W 53.77 FT, TH N 02-40-33 W 27.99 FT, TH S 87-19-27 W 638.49 FT, TH S 06-45-56 E 48.17 FT, TH ALG CURVE TO RIGHT, RAD 1123.90 FT, CHORD BEARS S 02-10-42 E 227.31 FT, DIST OF 227.70 FT, TH S 00-10-03 W 48.21 FT, TH N 87-19-27 E 392.75 FT, TH S 02-40-33 E 278.98 FT, TH N 87-19-27 E 656.59 FT, TH S 02-22-58 W 15.40 FT, TH S 47-40-33 E 39.60 FT, TH S 02-40-33 E 56.50 FT, TH ALG CURVE TO LEFT, RAD 435.50 FT, CHORD BEARS S 12-00-50 E 141.33 FT, DIST OF 141.96 FT, TH S 21-21-06 E 100 FT, TH S 20-34-27 E 9.89 FT, TH S 04-33-29 E 101.48 FT, TH ALG CURVE TO RIGHT, RAD 353.50 FT, CHORD BEARS S 03-10-45 W 83.97 FT, DIST OF 84.17 FT, TH S 10-00-00 W 30.36 FT, TH S 27-11-06 W 9.05 FT, TH N 74-16-33 W 195.56 FT, TH N 06-47-48 E 87.34 FT, TH N 02-46-49 E 68.75 FT, TH S 85-52-56 E 99.91 FT, TH N 04-06-34 E 163.28 FT, TH S 87-28-51 W 200 FT, TH N 02-40-33 W 166.35 FT, TH S 87-28-51 W 432.79 FT, TH S 13-38-41 W 287.42 FT, TH N 74-00-17 W 698.96 FT, TH S 03-08-50 E 3.88 FT, TH N 74-02-07 W 79.81 FT, TH N 42-20-47 W 85.57 FT TO BEG 34.97 A



PROPOSED HIGHWAY EASEMENT "A" LEGAL DESCRIPTION

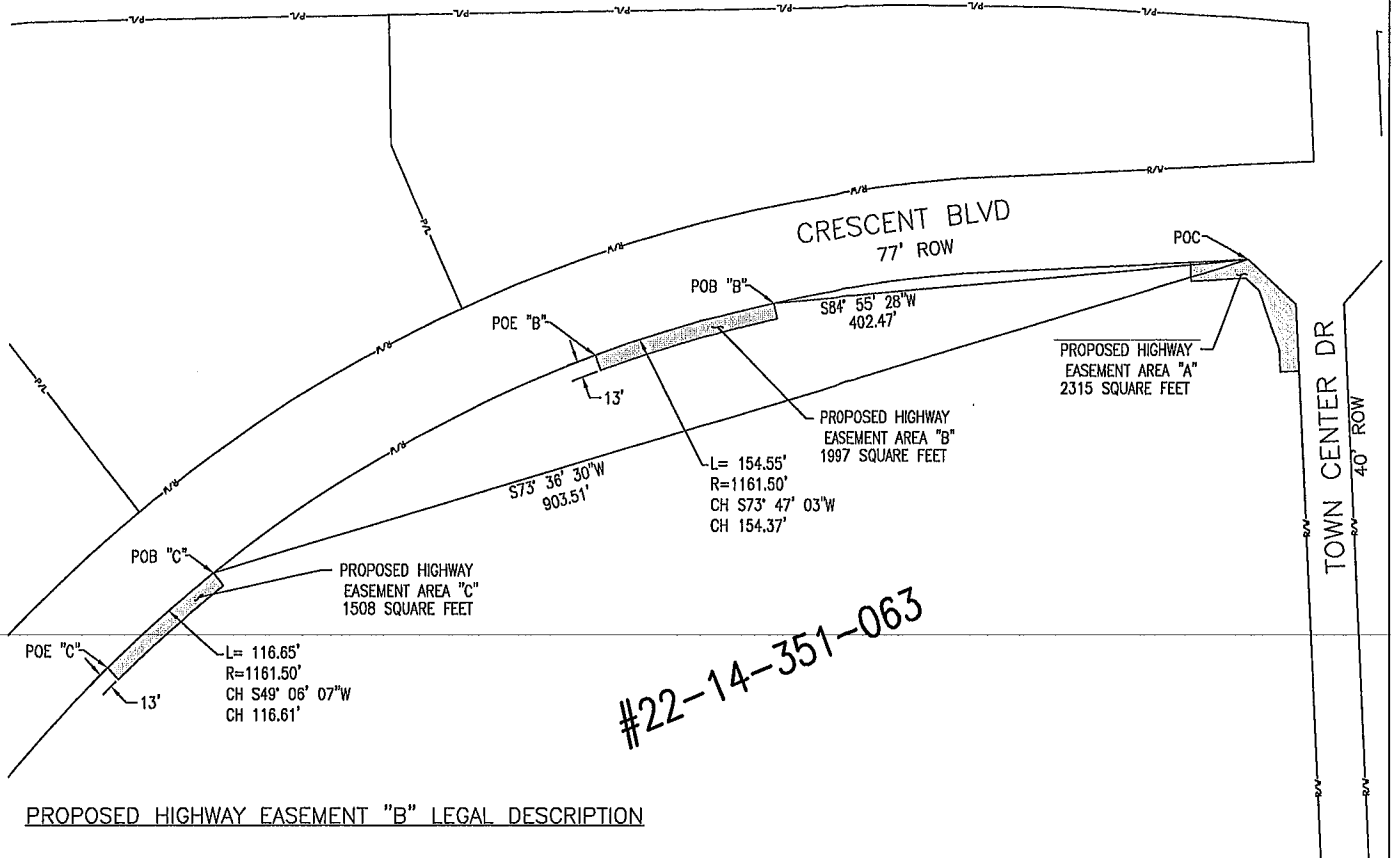
BEGINNING AT THE NORTHEAST CORNER OF THE PARENT PARCEL;
THENCE S87°17'03"W 48.94 FEET; THENCE S02°42'57"E 15.00 FEET;
THENCE N87°17'03"E 46.46 FEET; THENCE S47°41'29"E 14.85 FEET;
THENCE S19°34'42"E 51.15 FEET; THENCE S02°41'29"E 17.58 FEET;
THENCE N87°18'31"E 15.00 FEET; THENCE N02°41'29"W 54.15 FEET;
THENCE N47°41'29"W 53.57 FEET, TO THE POINT OF BEGINNING.

BEARINGS FOR THIS DESCRIPTION WERE BASED UPON GEODETIC OBSERVATION ON EAST PROPERTY LINE

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<p>CLIENT</p> <p style="text-align: center; font-size: 1.2em;">CITY OF NOVI</p>	<p>THOMAS W. ROBERTS REGISTERED LAND SURVEYOR NO. 58193</p>	<p>PARCEL ID</p> <p style="font-size: 1.2em;">22-14-351-063</p>
<p style="font-size: 0.8em;">SURFACE TRANSPORTATION GRAND RAPIDS, SOUTHFIELD, TRAVERSE CITY</p>	<p>LEGEND</p> <p>ROW LINE — R/W —</p> <p>PROPERTY LINE — P/L —</p> <p>EASEMENT LINE - - - - -</p>	<p style="font-size: 1.2em;">CRESCENT BOULEVARD</p>
<p>SCALE: 1"=150'</p>	<p>DATE: 05.20.2016 JOB NO. 60446140</p>	<p style="font-size: 1.2em;">PAGE 1 OF 2</p>

PROPOSED HIGHWAY EASEMENT



#22-14-351-063

PROPOSED HIGHWAY EASEMENT "B" LEGAL DESCRIPTION



A 13 FEET WIDE HIGHWAY EASEMENT LYING SOUTH OF THE DESCRIBED LINE; COMMENCING AT THE NORTHEAST CORNER OF THE PARENT PARCEL; THENCE S84°55'28"W 402.47 FEET, TO THE POINT OF BEGINNING OF EASEMENT "B", SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF CRESCENT BOULEVARD (77 FEET WIDE); THENCE CONTINUING ON THE SAID SOUTH LINE 154.55 FEET ON A CURVE TO THE LEFT WHOSE RADIUS IS 1161.50 FEET, AND WHOSE CHORD BEARS S73°47'03"W 154.37 FEET, TO THE POINT OF ENDING OF THIS DESCRIPTION.

PROPOSED HIGHWAY EASEMENT "C" LEGAL DESCRIPTION

A 13 FEET WIDE HIGHWAY EASEMENT LYING SOUTH OF THE DESCRIBED LINE; COMMENCING AT THE NORTHEAST CORNER OF THE PARENT PARCEL; THENCE S73°36'30"W 903.51 FEET, TO THE POINT OF BEGINNING OF EASEMENT "C", SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF CRESCENT BOULEVARD (77 FEET WIDE); THENCE CONTINUING ON THE SAID SOUTH LINE 116.65 FEET ON A CURVE TO THE LEFT WHOSE RADIUS IS 1161.50 FEET, AND WHOSE CHORD BEARS S49°06'07"W 116.61 FEET, TO THE POINT OF ENDING OF THIS DESCRIPTION.

BEARINGS FOR THESE DESCRIPTIONS WERE BASED UPON GEODETIC OBSERVATION ON EAST PROPERTY LINE

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<p>CLIENT</p> <p>CITY OF NOVI</p>	 <p>THOMAS W. ROBERTS REGISTERED LAND SURVEYOR NO. 58193</p>	<p>PARCEL ID</p> <p>22-14-351-063</p>
 <p>SURFACE TRANSPORTATION GRAND RAPIDS, SOUTHFIELD, TRAVERSE CITY</p>	<p>LEGEND</p> <p>ROW LINE ——— R/W ———</p> <p>PROPERTY LINE ——— P/L ———</p> <p>EASEMENT LINE - - - - -</p>	<p>CRESCENT BOULEVARD</p>
<p>SCALE: 1"=150'</p>	<p>DATE: 05.20.2016 JOB NO. 60446140</p>	<p>PAGE 2 OF 2</p>

TEMPORARY GRADING PERMIT

I, James H. Clear, the owner of the property described as Parcel No. 22-14-351-063 in Novi, Michigan, 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 and alter the underlying land in, over, upon and through the property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Construction activities required for the removal of the existing roadway and instillation of new pavement, and related construction activities required for the proposed road improvements. All work is contained in the set of construction plans entitled "Crescent Blvd Reconstruction" by AECOM.

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

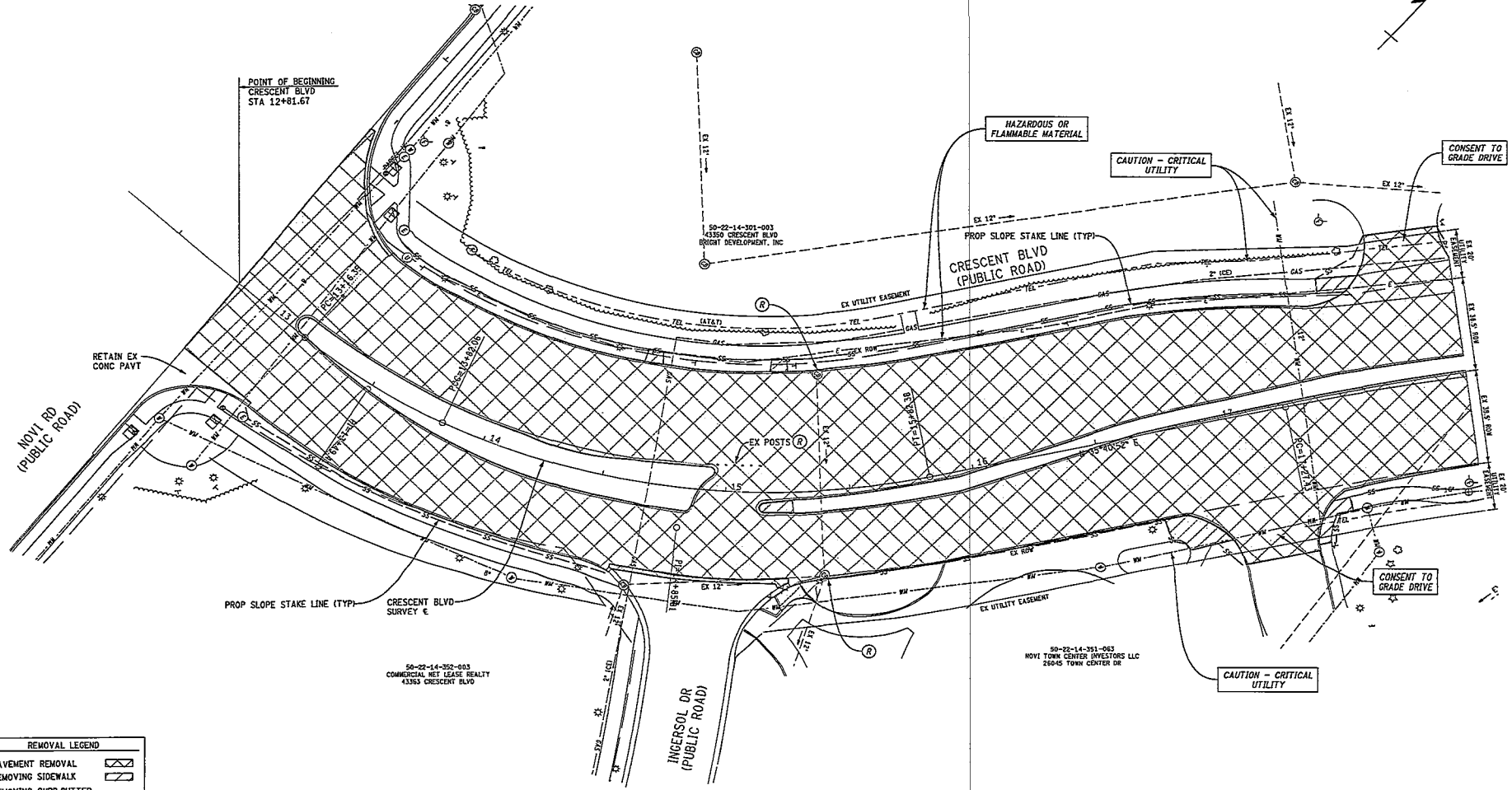
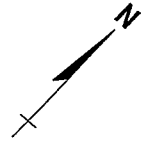
I understand this only grants permission to the Contractor to perform work directly relating to the listed project and upon completion of required grading operations the property will be fully restored.

J-H Clear GENERAL MANAGER
By: Its: SPG INC. AS AGENT
43259 Crescent Blvd FOR NTC LLC
Contact Mailing Address
248.345.9087
Phone Number

6.21.16
Date
Novi MI 48375
City, State, Zip
JClear@simon.com
Email Address

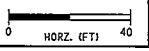
Drafted by:
Adam Wayne
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

Exhibit A



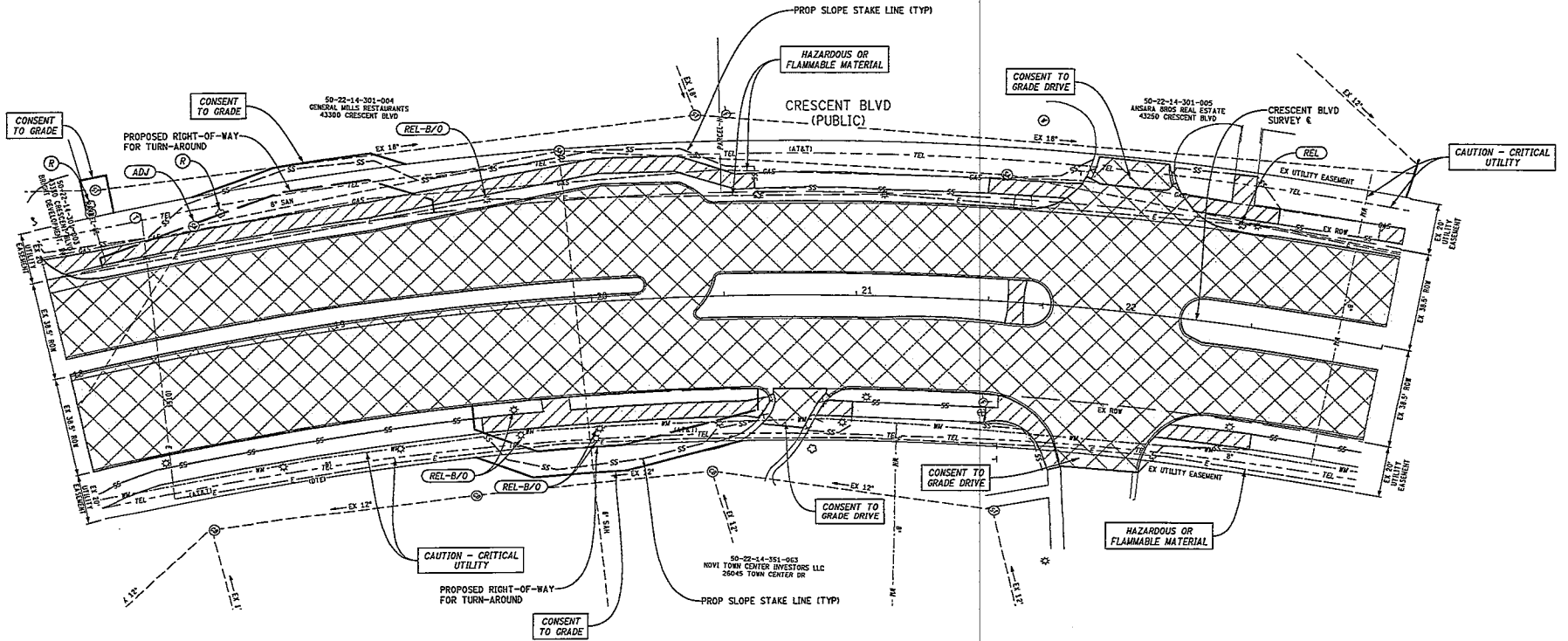
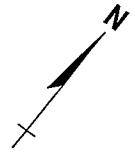
REMOVAL LEGEND	
PAVEMENT REMOVAL	
REMOVING SIDEWALK	
REMOVING CURB, CUTTER AND CURB & CUTTER	
REMOVING	

NOTE:
 DAMAGED SIDEWALK THROUGHOUT THE PROJECT IS TO BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER. THIS WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL BE PAID FOR AS SIDEWALK, 6IN. AGGREGATE BASE, 2.1 A.A. LIMESTONE, 6 INCH; AND SIDEWALK, CONC. 4 INCH.



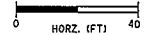
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AUTH	DATE
AECOM	
CITY OF NOVI	
CRESCENT BLVD RECONSTRUCTION REMOVAL SHEET - STA 12+00 TO STA 18+00	
JOB 46140	SHEET 8
DATE 4/13/2016	

Exhibit A



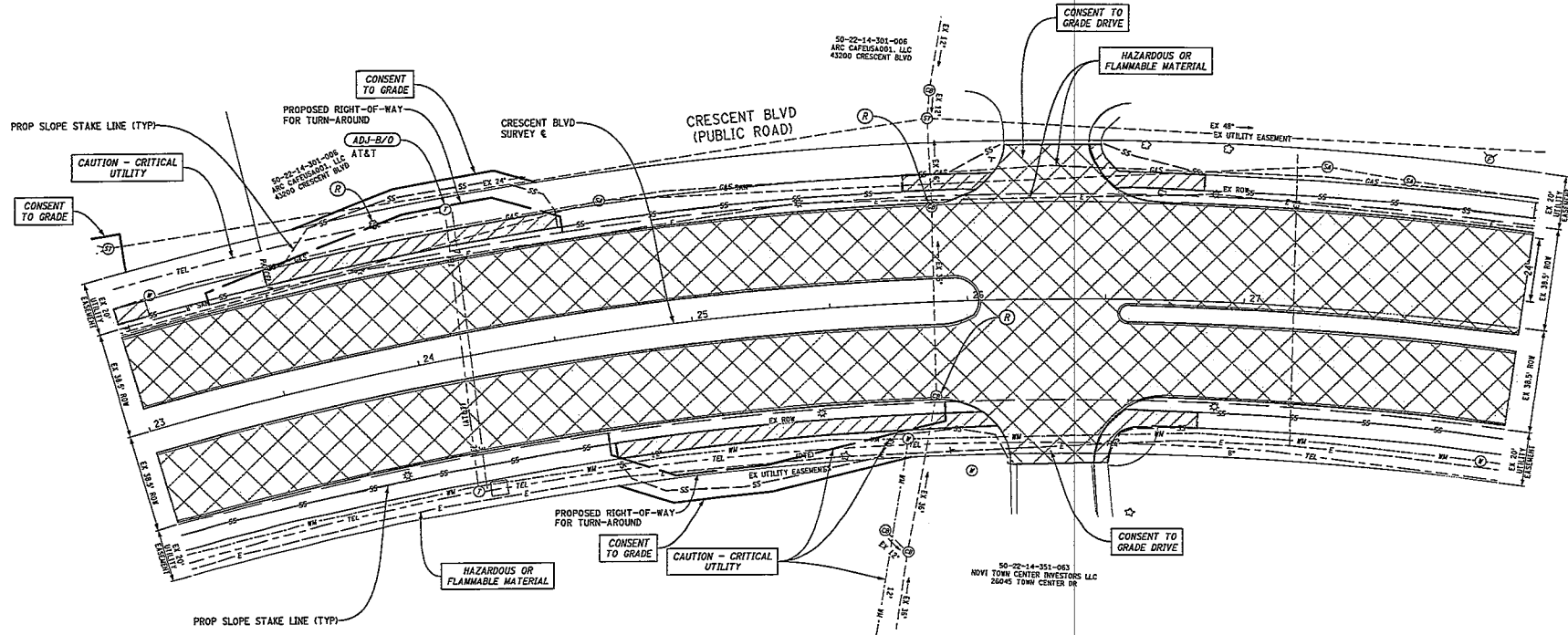
REMOVAL LEGEND	
PAVEMENT REMOVAL	
REMOVING SIDEWALK	
REMOVING CURB, GUTTER AND CURB & GUTTER	
REMOVING	

NOTE:
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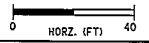
FILE: 46140-1100.DGN	REVISION
AUTH	DATE
ACCOM	
CITY OF NOVI	
CRESCENT BLVD RECONSTRUCTION	
REMOVAL SHEET - STA 18+00 TO STA 23+00	
JOB	46140
DATE	4/13/2016
SHEET	11

Exhibit A



REMOVAL LEGEND	
PAVEMENT REMOVAL	
REMOVING SIDEWALK	
REMOVING CURB, CUTTER AND CURB & CUTTER	
REMOVING	

NOTE:
 DAMAGED SIDEWALK THROUGHOUT THE PROJECT IS TO BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER. THIS WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL BE PAID FOR AS SIDEWALK, REM: AGGREGATE BASE, 21 AA LIMESTONE, 6 INCH; AND SIDEWALK, CONC, 4 INCH.



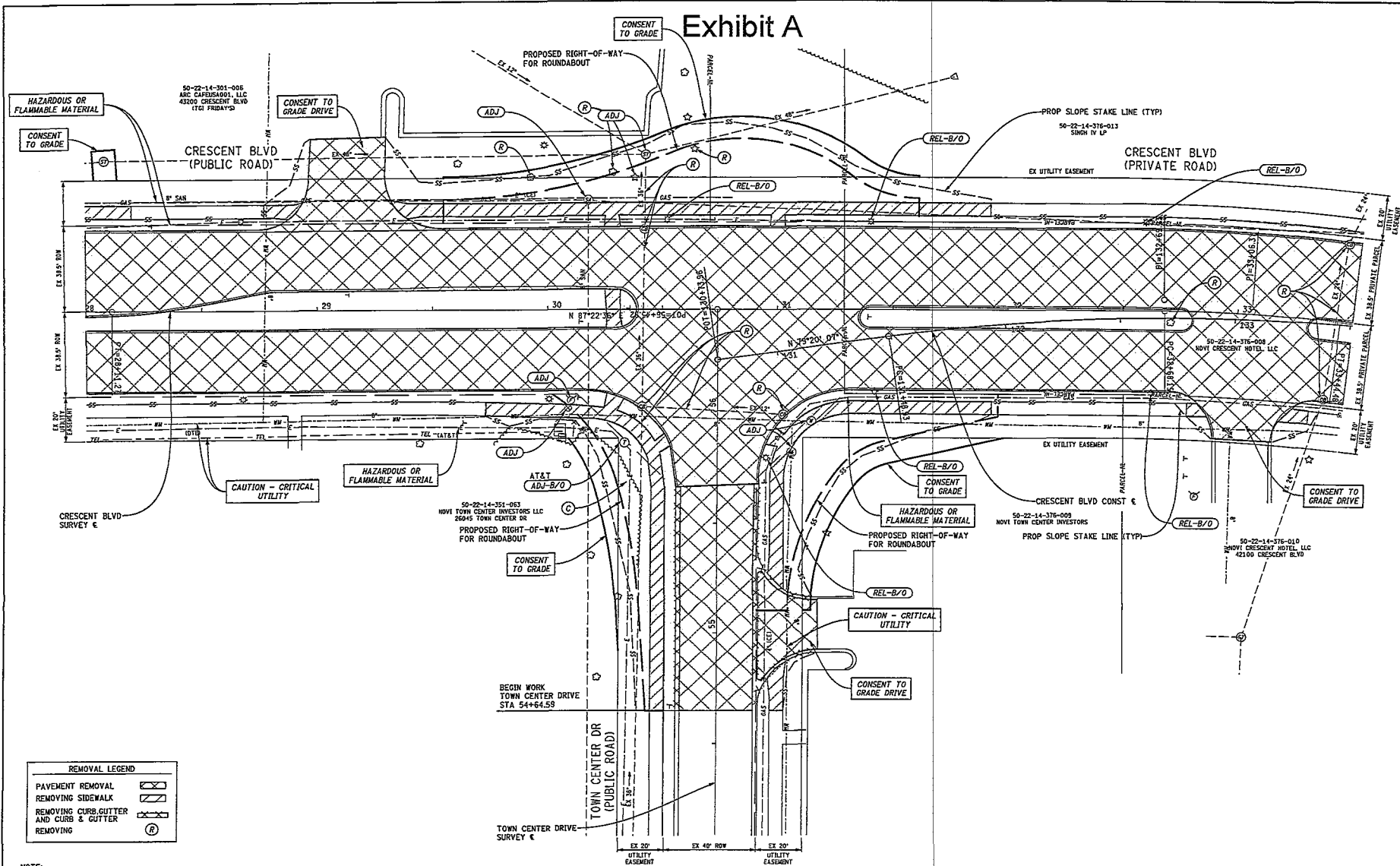
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AUTH: DATE: REVISION:



CRESCENT BLVD RECONSTRUCTION
 REMOVAL SHEET - STA 23+00 TO STA 28+00

JOB	46140
DATE	4/13/2016
SHEET	14

Exhibit A



REMOVAL LEGEND

PAVEMENT REMOVAL	
REMOVING SIDEWALK	
REMOVING CURB, GUTTER AND CURB & CUTTER	
REMOVING	

NOTE:
 DAMAGED SIDEWALK THROUGHOUT THE PROJECT IS TO BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER. THIS WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL BE PAID FOR AS SIDEWALK, REM: AGGREGATE BASE, 21 AA LIMESTONE, 6 INCH; AND SIDEWALK, CONC. 4 INCH.

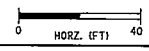


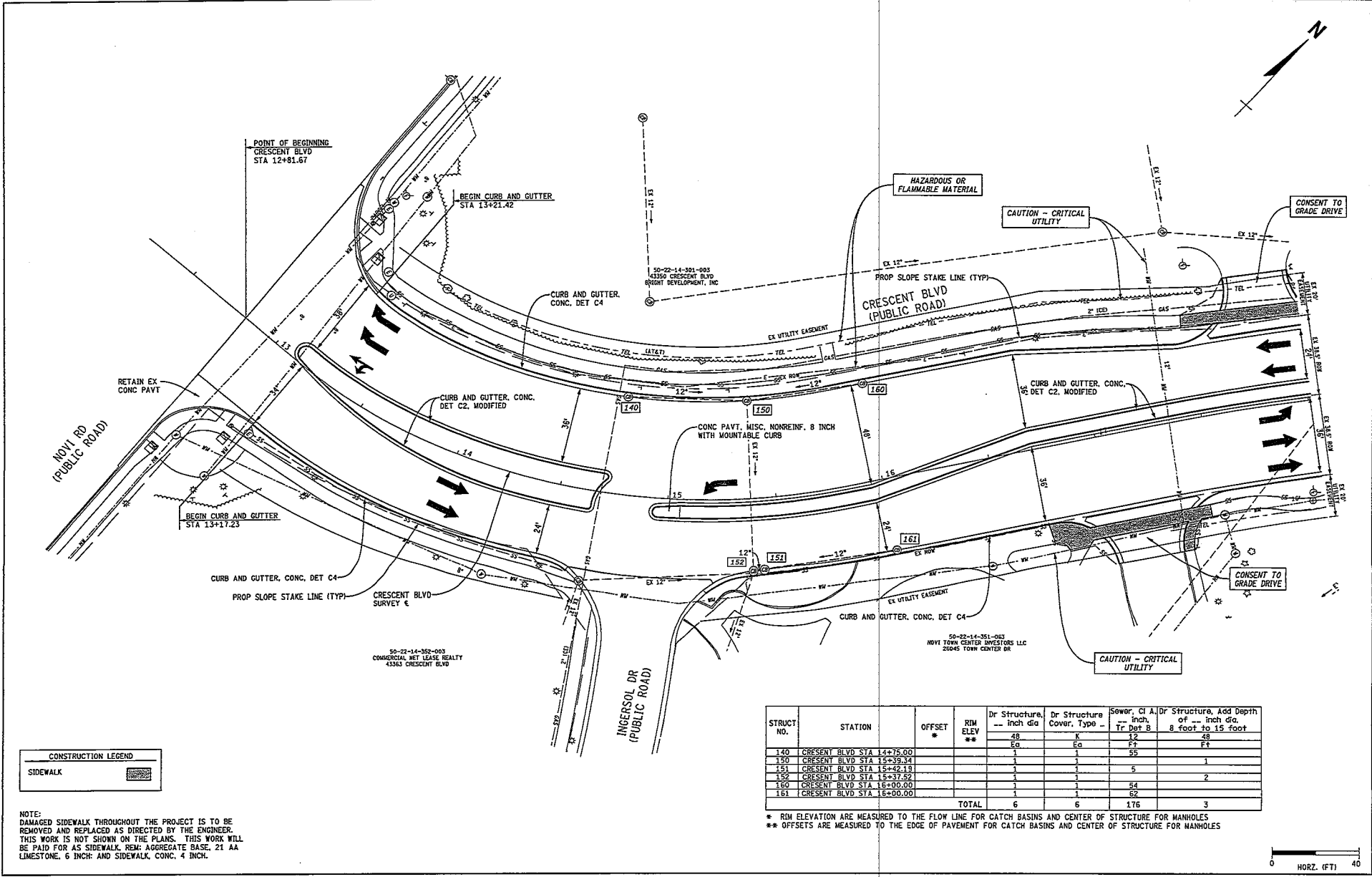
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AUTH
DATE
REVISION



CRESCENT BLVD RECONSTRUCTION
 REMOVAL SHEET - STA 28+00 TO STA 33+50

JOB	46140
DATE	4/13/2016
SHEET	17





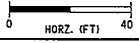
CONSTRUCTION LEGEND

SIDEWALK	
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NOTE:
 DAMAGED SIDEWALK THROUGHOUT THE PROJECT IS TO BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER. THIS WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL BE PAID FOR AS SIDEWALK, REM: AGGREGATE BASE, 21 AA LIMESTONE, 6 INCH; AND SIDEWALK, CONC, 4 INCH.

STRUCT NO.	STATION	OFFSET *	RIM ELEV **	Dr Structure	Dr Structure	Sewer, CI A,	Dr Structure, Add depth
				inch dia	Cover, Type	Tr Det B	of inch dia, 8 foot to 15 foot
140	CRESCENT BLVD STA 14+75.00		1	48	1	12	1
150	CRESCENT BLVD STA 15+39.34		1	48	1	12	1
151	CRESCENT BLVD STA 15+42.13		1	48	1	12	1
152	CRESCENT BLVD STA 15+37.52		1	48	1	12	2
160	CRESCENT BLVD STA 16+00.00		1	48	1	12	1
161	CRESCENT BLVD STA 16+00.00		1	48	1	12	1
TOTAL				6	6	175	3

* RIM ELEVATIONS ARE MEASURED TO THE FLOW LINE FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES
 ** OFFSETS ARE MEASURED TO THE EDGE OF PAVEMENT FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES



FILE:16140-1200.DWG

AUTH	DATE	REVISION

AECOM

CITY OF **NOVI**

CRESCENT BLVD RECONSTRUCTION
 CONSTRUCTION SHEET - STA 12+00 TO STA 18+00

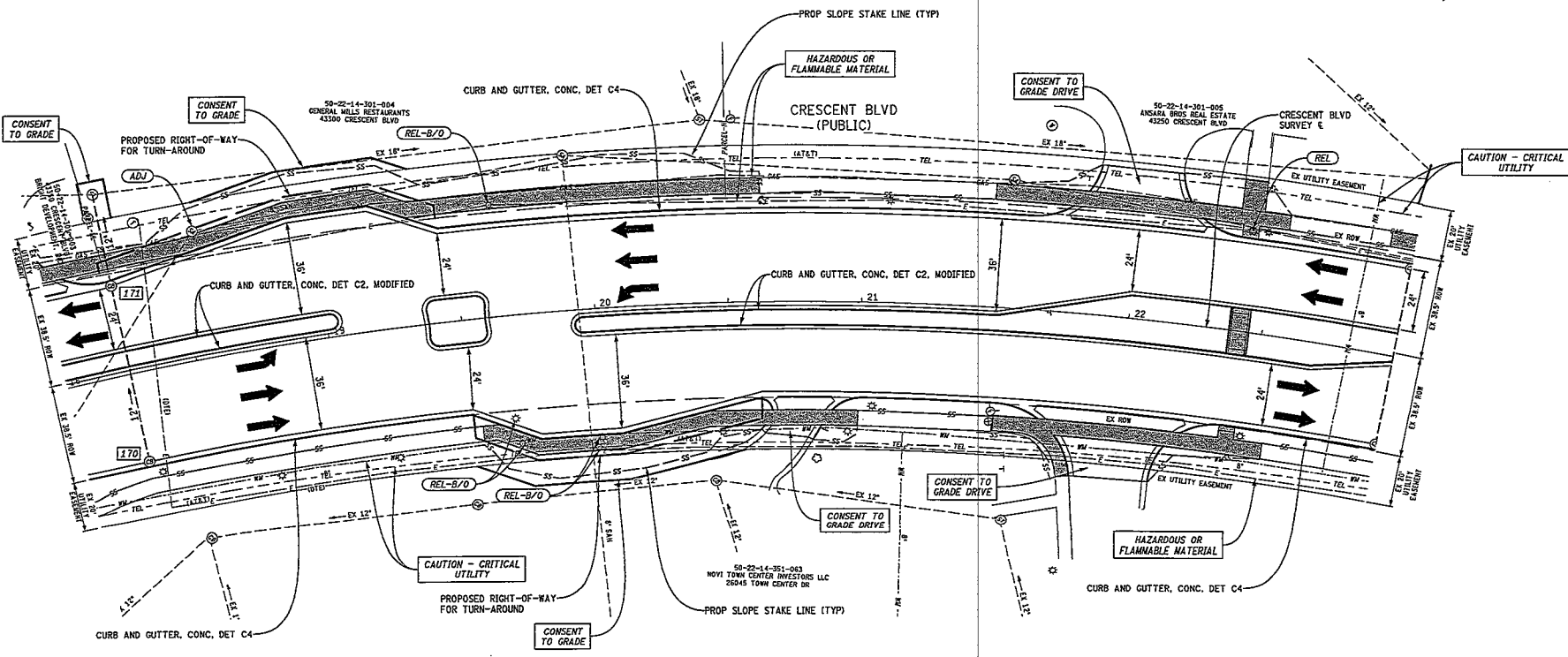
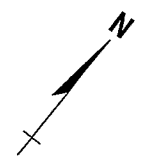
JOB 46140
 DATE 4/13/2016
 SHEET 9

FILE: 48140_1800.DWG	REVISION
AUTH: DATE	



CRESCENT BLVD RECONSTRUCTION
CONSTRUCTION SHEET - STA 18+00 TO STA 23+00

JOB 48140
DATE 4/13/2016
SHEET 12

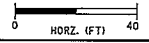


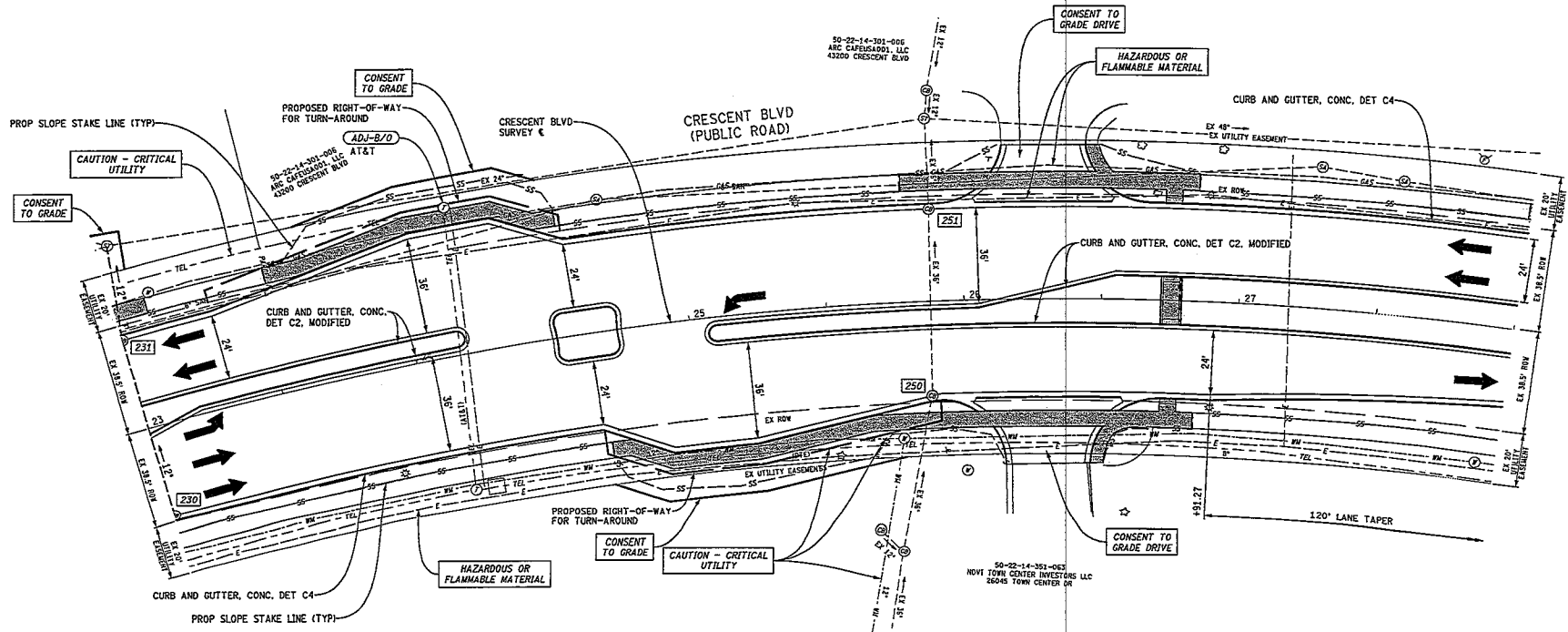
CONSTRUCTION LEGEND	
	SIDEWALK

STRUCT. NO.	STATION	OFFSET *	RIM ELEV **	Dr Structure		Sewer, Cl A		Dr Structure	
				inch dia	Cover, Type	inch, Tr. Det B	inch	inch	
170	CRESCENT BLVD STA 18+25.00	34.50 RT	919.47	48	K	12		12	
				Ed	Ed	F+		Ed	
171	CRESCENT BLVD STA 18+25.00	34.94 LV	919.46	1	L	69		1	
				1	L	36		1	
		TOTAL		2	2	105		1	

* RIM ELEVATION ARE MEASURED TO THE FLOW LINE FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES
 ** OFFSETS ARE MEASURED TO THE EDGE OF PAVEMENT FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES

NOTE:
 DAMAGED SIDEWALK THROUGHOUT THE PROJECT IS TO BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER. THIS WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL BE PAID FOR AS SIDEWALK, REM: AGGREGATE BASE, 21 AA LIMESTONE, 6 INCH; AND SIDEWALK, CONC, 4 INCH.





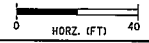
CONSTRUCTION LEGEND

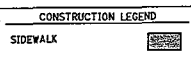
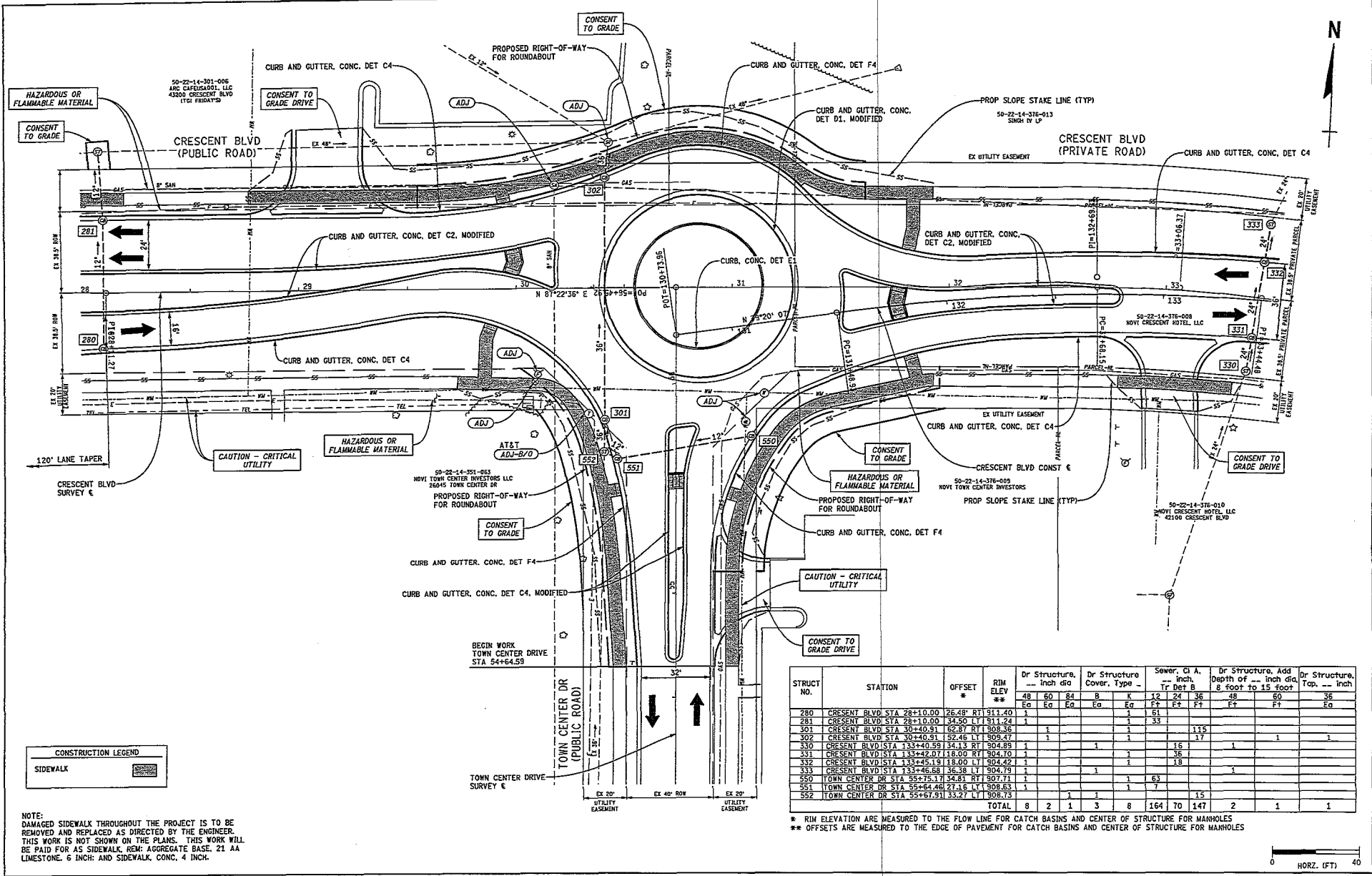
SIDEWALK	
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NOTE:
 DAMAGED SIDEWALK THROUGHOUT THE PROJECT IS TO BE
 REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER.
 THIS WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL
 BE PAID FOR AS SIDEWALK, REM: AGGREGATE BASE, 21 AA
 LIMESTONE, 6 INCH; AND SIDEWALK, CONC, 4 INCH.

STRUCT NO.	STATION	OFFSET *	RIM ELEV **	Dr Structure, inch dia		Sewer, GI Tr, Det B	Dr Structure, Add Depth of 8 foot to 15 foot	Dr Structure, Top, inch
				48 Eq	60 Eq			
230	CRESCENT BLVD STA 23+00.00	34.50 RT	917.82			12 F+	60 F+	12 Eq
231	CRESCENT BLVD STA 23+00.00	34.50 LT	917.82	1	1	36		1
250	CRESCENT BLVD STA 25+87.13	35.16 RT	913.38	1	1		5	
251	CRESCENT BLVD STA 25+88.40	34.50 LT	913.38	1	1		5	
TOTAL				2	2	4	105	10

* RIM ELEVATION ARE MEASURED TO THE FLOW LINE FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES
 ** OFFSETS ARE MEASURED TO THE EDGE OF PAVEMENT FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES

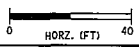




NOTE:
 DAMAGED SIDEWALK THROUGHOUT THE PROJECT IS TO BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER. THIS WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL BE PAID FOR AS SIDEWALK, NOM. AGGREGATE BASE, 21 AA LESTONE, 6 INCH; AND SIDEWALK CONC, 4 INCH.

STRUCT NO.	STATION	OFFSET *	RIM ELEV **	Dr Structure, Inch dia			Sewer, Cl A, 12 inch Tr Det B			Dr Structure, Add depth of 8 foot to 15 foot		Dr Structure, Top, inch		
				48	60	84	B	K	Ea	F+	F+		F+	F+
280	CRESCENT BLVD STA 28+10.00	26.48' RT	911.40	1										
281	CRESCENT BLVD STA 28+10.00	34.50' LT	911.24	1										
301	CRESCENT BLVD STA 30+40.91	62.87' RT	908.36	1										
302	CRESCENT BLVD STA 30+40.91	32.46' LT	909.47	1										
330	CRESCENT BLVD STA 33+40.93	14.13' RT	904.89	1										
331	CRESCENT BLVD STA 33+42.07	18.00' RT	904.70	1										
332	CRESCENT BLVD STA 33+45.19	18.00' LT	904.42	1										
333	CRESCENT BLVD STA 33+46.58	36.38' LT	904.78	1										
550	TOWN CENTER DR STA 55+75.17	34.81' RT	907.71	1										
551	TOWN CENTER DR STA 55+64.48	27.16' LT	908.53	1										
552	TOWN CENTER DR STA 55+67.91	33.27' LT	908.73	1										
TOTAL				8	2	1	3	8	164	70	147	2	1	1

* RIM ELEVATION ARE MEASURED TO THE FLOW LINE FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES
 ** OFFSETS ARE MEASURED TO THE EDGE OF PAVEMENT FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES



FILE:46140-2800.DWG	REVISION
AUTH	DATE



CRESCENT BLVD RECONSTRUCTION
 CONSTRUCTION SHEET - STA 28+00 TO STA 33+50

JOB 46140
 DATE 4/13/2016
 SHEET 18

SEAVER TITLE AGENCY
ESTABLISHED 1908

Seaver Title Agency
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-7135 Fax:(248) 338-3045

Record Search furnished to:

City of Novi
Dept. of Public Services
26300 Lee BeGole Dr.
Novi, MI 48375
Adam Wayne

File No. 63-16465289-SCM

TITLE INFORMATION REPORT

DESCRIPTION OF REAL ESTATE

Situated in the City of Novi, County of Oakland, State of Michigan, as follows:


SEE EXHIBIT A

Tax Item No. 22-14-351-063

Owner(s): Novi Town Center Investors LLC, a Delaware limited liability company

1. Operation and Easement Agreement and the terms and conditions thereof between Mervyn's, a California corporation and Wolverine IV Limited Partnership, a Texas limited partnership dated July 9, 1986 and recorded July 22, 1986 in Liber 9463, Page 338, as amended by Instrument recorded in Liber 9843, Page 822; Liber 10980, Page 327; Liber 14522, Page 312; Liber 15588, Page 325; Liber 17042, Page 689 and Liber 21733, Page 506, as affected by Assignment and Assumption of Operating Agreements recorded in Liber 34335, Page 538 and re-recorded in Liber 34532, Page 58, amended and restated by the Amended and Restated Operation and Easement Agreement recorded in Liber 43337, Page 238, Oakland County Records.
2. Agreement and Grant of Easement and the terms and conditions thereof between Trammel Crow Management Company-Michigan, Inc., a Michigan corporation and Kim Yen Wong and Garling Wong, husband and wife dated May 1, 1986 and recorded May 28, 1986 in Liber 9388, Page 185, Oakland County Records.
3. Watermain Easement recorded in Liber 14757, Page 893, Oakland County Records.
4. Reservations of rights and restrictions regarding the use of parts of the land set forth in the Deed from the Michigan Department of Transportation to Trammel Crow Management Company-Michigan, Inc., dated March 26, 1986 and recorded in Liber 9553, Page 124, Oakland County Records.
5. Terms, provisions, covenants, easements and other matters contained in Exclusive Easement granted to Michigan Bell Telephone Company recorded in Liber 9731, Page 775, Oakland County Records.
6. Terms, provisions, covenants, easements and other matters contained in the Resolution of the City of Novi vacating part of Eleven Mile Road recorded in Liber 9993, Page 593, Oakland County Records.

COUNTERSIGNED:
SEAVER TITLE AGENCY



Elle Kaplan
AUTHORIZED SIGNATORY

This information compiled as of an effective date of March 10, 2016 at 8:00 A.M.

Thursday, March 31, 2016

Examined By: Ellezer Kaplan

7. Easements to construct, operate, repair, maintain and replace underground facilities, including the necessary above ground equipment, connections, poles and accessories granted to The Detroit Edson Company as set forth in the Rights of Way Agreements recorded in Liber 9483, Page 575 and re-recorded in Liber 10069, Page 787; Liber 10069, Page 803; Liber 10069, Page 809; Liber 10069, Page 815; Liber 10069, Page 821; Liber 10069, Page 833; Liber 10069, Page 892 and Liber 10069, Page 898, Oakland County Records.
8. Terms, provisions, covenants, restrictions and other matters contained in the Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 25046, Page 636 and amended by First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 41945, Page 333, Oakland County Records.
9. Easement for communication facilities granted to Michigan Bell Telephone Company as set forth in the Right of Way recorded in Liber 9861, Page 742, Oakland County Records.
10. Easement for gas pipeline granted to Consumers Power Company as recorded in Liber 10797, Page 39, Oakland County Records.
11. Covenants and Agreements recorded in Liber 19683, Page 591, Oakland County Records.
12. Terms and conditions of a Release and Right of Entry recorded in Liber 19709, Page 215, Oakland County Records.
13. Declaration of Restrictions Agreement and the terms and conditions thereof between Crow Division Partners Limited Partnership, a Texas limited partnership and Wolverine IV-B Limited Partnership, a Texas limited partnership, as sellers and General Mills Restaurants, Inc., a Florida corporation dated November 4, 1991 and recorded November 21, 1991 in Liber 12193, Page 710, Oakland County Records.
14. All of terms and provisions set forth and contained in that certain Leases between Novi Town Center Investors, LLC, a Delaware limited liability company, Lessor and Bonefish/Michigan, Limited Partnership, a Florida limited partnership, Lessee, a memorandum of which is recorded in Liber 36914, Page 112, Oakland County Records.
15. Highway Easement recorded in Liber 31838, Page 590, Oakland County Records.
16. Terms and conditions of Restrictive Covenant by Novi Town Center Investors I, LLC, a Michigan limited liability company recorded in Liber 39161, Page 602, Oakland County Records.
17. Terms and conditions of Corrective Action Notice to Register of Deeds by Novi Town Center Investors I, LLC, a Michigan limited liability company recorded in Liber 39161, Page 608, Oakland County Records.
18. Hold Harmless Agreement and the terms and conditions thereof between Novi Town Center Investors, LLC, a Delaware limited liability company and City of Novi, a Michigan municipal corporation dated July 28, 2008 and recorded September 17, 2008 in Liber 40597, Page 174, Oakland County Records.
19. Interest of Sally Beauty Company, Inc., a Delaware corporation, Tenant in an unrecorded lease, dated December 28, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 483, Oakland County Records.
20. Interest of Laserland of Novi, Inc., tenant in an unrecorded lease, dated March 8, 1988 wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 9, 1988 and recorded in Liber 10695, Page 490, Oakland County Records.
21. Interest of Creative World Management Services, Inc., tenant in an unrecorded lease, dated July 23, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 497, Oakland County Records.
22. Interest of Homemaker Shops, Inc., d/b/a Linens & More, tenant in an unrecorded lease, dated February 6, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 504, Oakland County Records.
23. Interest of Holtzman's Little Folk Shop, Inc., tenant in an unrecorded lease, dated January 1, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 511, Oakland County Records.

24. Interest of Frosty's Ice Cream and Yogurt, Inc., tenant in an unrecorded lease, dated November 16, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 518, Oakland County Records.
25. Interest of Van Geison Enterprises, Inc., tenant in an unrecorded lease, dated March 23, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 525, Oakland County Records.
26. Interest of D.J. & J. Software Corporation, tenant in an unrecorded lease, dated January 20, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 532, Oakland County Records.
27. Interest of The Detroit Edison Company, tenant in an unrecorded lease, dated September 11, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated September 19, 1988 and recorded in Liber 10695, Page 539, Oakland County Records.
28. Interest of Kosch's Novi-#4, Inc., tenant in an unrecorded lease, dated May 11, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated September 13, 1988 and recorded in Liber 10695, Page 546, Oakland County Records.
29. Interest of Harry's Clothing, Inc., tenant in an unrecorded lease, dated July 2, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated September 1, 1988 and recorded in Liber 10695, Page 553, Oakland County Records.
30. Interest of Lifetouch Senior Portraits, Inc., tenant in an unrecorded lease, dated June 20, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated October 3, 1988 and recorded in Liber 10695, Page 560, Oakland County Records.
31. Interest of David Wachler & Sons, Inc., tenant in an unrecorded lease, dated February 17, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 567, Oakland County Records.
32. Interest of PollRamo, Inc., tenant in an unrecorded lease, dated January 23, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10718, Page 737, Oakland County Records.
33. Interest of Wearguard Corporation, tenant in an unrecorded lease, dated March 9, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10718, Page 744, Oakland County Records.
34. Interest of Moussza Salaney, tenant in an unrecorded lease, dated May 13, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated October 5, 1988 and recorded in Liber 10718, Page 751, Oakland County Records.
35. Interest of Shoe Town of Michigan, Inc., tenant in an unrecorded lease, dated March 30, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated September 30, 1988 and recorded in Liber 10718, Page 758, Oakland County Records.
36. Interest of Dorothy McChakey, tenant in an unrecorded lease, dated December 3, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10718, Page 765, Oakland County Records.
37. Interest of Body-Chlc, tenant in an unrecorded lease, dated August 19, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated October 4, 1988 and recorded in Liber 11158, Page 225, Oakland County Records.
38. Interest of Tropical Tan Lines, Inc., tenant in an unrecorded lease, dated December 29, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 11158, Page 232, Oakland County Records.

39. Interest of Sandles Hallmark Shoppe, tenant in an unrecorded lease, dated August 8, 1986, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated December 1, 1988 and recorded in Liber 11158, Page 239, Oakland County Records.
40. Interest of Arizona Saddlery, tenant in an unrecorded lease, dated August 23, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 11158, Page 246, Oakland County Records.
41. Interest of T.J. Maxx, Inc., tenant in an unrecorded lease, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Short Form Memorandum of Lease for Recording dated August 27, 1986 and recorded in Liber 9623, Page 677, Oakland County Records.
42. Interest of General Cinema Corp. of Michigan, tenant in an unrecorded lease, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Short Form Memorandum of Lease dated July 28, 1986 and recorded in Liber 9687, Page 635, Oakland County Records.
43. Interest of Pier I Imports, (U.S.), Inc., tenant in an unrecorded lease dated May 21, 1997 wherein Aetna Life Insurance Company, was landlord, as disclosed by Memorandum of Lease dated June 4, 1997 and recorded in Liber 17494, Page 888, Oakland County Records.
44. Interest of Chernin's Shoes, Inc., tenant in an unrecorded lease dated January 5, 1998, wherein Aetna Life Insurance Company, was landlord, as disclosed by Memorandum of Lease dated January 5, 1998 in Liber 18082, Page 494, Oakland County Records.
45. Interest of F & M Distributors No. 2, Inc., assignee from K-Mart Corporation of the tenant's interest in the unrecorded lease, dated March 10, 1986, originally executed between Trammel Crow Company, as landlord and K-Mart Corporation, as Tenant, as amended by the unrecorded Letter Amendment dated October 1, 1986, as set forth in the Assignment and Assumption of Lease dated March 26, 1987 and recorded in Liber 10013, Page 254, Oakland County Records.
46. Easement for water system purposes vested in City of Novi by instrument recorded in Liber 41439, Page 870; Liber 41441, Page 192; Liber 41441, Page 198; Liber 41441, Page 204; Liber 43160, Page 357; Liber 43293, Page 686; Liber 43293, Page 695; Liber 44782, Page 798 and Liber 47726, Page 665, Oakland County Records.
47. Easement for sanitary sewer purposes vested in City of Novi by instrument recorded in Liber 41441, Page 469; Liber 41441, Page 475; Liber 41441, Page 481; Liber 41441, Page 487; Liber 43160, Page 351; Liber 43293, Page 700 and Liber 43293, Page 709, Oakland County Records.
48. Detroit Edison Underground Easement (Right of Way) recorded in Liber 42235, Page 857, Oakland County Records.
49. Declaration of Restrictive Covenant recorded in Liber 41945, Page 296, Oakland County Records.
50. Storm Drainage Facility Maintenance Easement Agreement recorded in Liber 44166, Page 886, Oakland County Records.
51. Storm Drainage Facility Maintenance Easement Agreement Novi Town Center - Building I recorded in Liber 45602, Page 698, Oakland County Records.
52. Sanitary Sewer System Access Easement recorded in Liber 47726, Page 670, Oakland County Records.
53. Notices of Commencement recorded July 22, 2015 in Liber 48422, Page 113 and Liber 48422, Page 118, Oakland County Records.
54. Notice of Commencement recorded February 29, 2016 in Liber 49102, Page 116, Oakland County Records.
55. Easement for Highway purposes vested in City of Novi by instrument recorded in Liber 49090, Page 175, Oakland County Records.
56. Declaration of Easements and Restrictions recorded in Liber 12192, Page 102, Oakland County Records.

57. Rights of tenants under unrecorded leases.

58. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

59. PAYMENT OF TAXES:

Tax Parcel No.: 22-14-351-063

2015 July Taxes in the amount of \$400,607.74 are Paid, includes \$5,563.95 street lighting

2015 December Taxes in the amount of \$145,613.12 are Paid

Special Assessments: None

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

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

EXHIBIT "A"

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

A part of the Southwest 1/4 of Section 14 and part of the Northwest 1/4 of Section 23, Town 1 North, Range 9 East, City of Novi, Oakland County, Michigan, being more particularly described as follows: Commencing at the Southwest corner of Section 14 said corner also being the Northwest corner of Section 23; thence North 87 degrees 28 minutes 51 seconds East, 54.00 feet along the South line of Section 14 to the point of beginning on the East right of way line of Novi Road (variable width); thence the following three courses being along said East and South right of way line; (1) North 02 degrees 40 minutes 33 seconds West, 66.98 feet; and (2) North 87 degrees 29 minutes 51 seconds East, 6.00 feet and (3) North 02 degrees 40 minutes 33 seconds West, 177.73 feet; thence North 86 degrees 52 minutes 49 seconds East, 269.99 feet; thence North 02 degrees 40 minutes 33 seconds West, 87.91 feet; thence North 86 degrees 04 minutes 47 seconds East, 48.02 feet; thence North 02 degrees 40 minutes 33 seconds West, 149.32 feet to a point on the South line of Crowne Drive (variable width); thence North 87 degrees 19 minutes 27 seconds East, 41.14 feet to a point on the East right of way line of Ingersol Drive (40 feet wide); thence the following three (3) courses being along said East line (1) along a curve to the left 188.48 feet said curve having a radius of 1020.00 feet, a central angle of 10 degrees 35 minutes 14 seconds and a long chord bearing of North 08 degrees 12 minutes 39 seconds West, 188.21 feet and (2) along a curve to the left 276.93 feet said curve having a radius of 720.00, a central angle of 22 degrees 02 minutes 14 seconds and a long chord bearing of North 24 degrees 31 minutes 23 seconds West, 275.22 feet and (3) North 04 degrees 00 minutes 03 seconds East, 48.39 feet to a point on the Southerly right of way line of Crescent Boulevard (77 feet wide); thence the following four (4) courses being along said Southerly line (1) along a curve to the left 45.61 feet said curve having a radius of 330.50 feet, a central angle of 07 degrees 54 minutes 23 seconds, and a long chord bearing of North 39 degrees 41 minutes 02 seconds East, 45.57 feet and (2) North 35 degrees 49 minutes 27 seconds East, 151.76 feet and (3) along a curve to the right 1044.01 feet said curve having a radius of 1161.50 feet, a central angle of 51 degrees 30 minutes 00 seconds and a long chord bearing of North 61 degrees 34 minutes 27 seconds East, 1009.22 feet and (4) North 87 degrees 19 minutes 27 seconds East, 206.26 feet to a point on the Westerly right of way line of Town Center Drive (Variable width); thence South 47 degrees 40 minutes 33 seconds East, 53.74 feet; thence South 02 degrees 40 minutes 33 seconds East 840.01 feet; thence South 87 degrees 19 minutes 27 seconds West, 144.46 feet; thence South 2 degrees 40 minutes 33 seconds East, 59.26 feet; thence South 87 degrees 19 minutes 27 seconds West, 127.45 feet; thence South 2 degrees 40 minutes 33 seconds East, 60.00 feet; thence South 87 degrees 19 minutes 26 seconds West, 129.02 feet; thence North 2 degrees 40 minutes 33 seconds West, 0.67 feet; thence South 87 degrees 19 minutes 27 seconds West, 53.77 feet; thence North 2 degrees 40 minutes 33 seconds West, 27.99 feet; thence South 87 degrees 19 minutes 27 seconds West 638.49 feet; thence South 6 degrees 45 minutes 56 seconds East, 48.17 feet; thence along a non-tangent curve to the right 227.70 feet said curve having a radius of 1123.90 feet, a central angle of 11 degrees 36 minutes 28 seconds and a long chord bearing of South 2 degrees 10 minutes 42 seconds East, 227.31 feet; thence South 0 degrees 10 minutes 03 seconds West, 48.21 feet; thence North 87 degrees 19 minutes 27 seconds East, 392.75 feet; thence South 2 degrees 40 minutes 33 seconds East, 278.98 feet; thence North 87 degrees 19 minutes 27 seconds East, 656.59 feet to a point on the West line of Town Center Drive (variable width); thence the following ten (10) courses being along said West line: (1) South 2 degrees 22 minutes 58 seconds West, 15.40 feet and (2) South 47 degrees 40 minutes 33 seconds East, 39.60 feet and (3) South 02 degrees 40 minutes 33 seconds East, 56.50 feet; and (4) along a curve left 141.96 feet said curve having a radius of 435.50 feet, a central angle of 18 degrees 40 minutes 35 seconds and a long chord bearing of South 12 degrees 00 minutes 50 seconds East, 141.33 feet and (5) South 21 degrees 21 minutes 06 seconds East, 100.00 feet and (6) South 20 degrees 34 minutes 27 seconds East, 9.89 feet and (7) South 04 degrees 33 minutes 29 seconds East, 101.48 feet and (8) along a non tangent curve to the right 84.17 feet said curve having a radius of 353.50 feet, a central angle of 13 degrees 38 minutes 32 seconds and a long chord bearing of South 03 degrees 10 minutes 45 seconds West 83.97 feet and (9) South 10 degrees 00 minutes 00 seconds West, 30.36 feet and (10) South 27 degrees 11 minutes 06 seconds West, 9.05 feet to a point on the Northerly right of way line of Grand River Avenue (variable width); thence North 74 degrees 16 minutes 33 seconds West, 195.56 feet along said Northerly line; thence North 06 degrees 47 minutes 48 seconds East, 87.34 feet; thence North 02 degrees 46 minutes 49 seconds East, 68.75 feet; thence South 85 degrees 52 minutes 56 seconds East, 99.91 feet; thence North 04 degrees 06 minutes 34 seconds East, 163.28 feet; thence North 87 degrees 28 minutes 51 seconds West, 200.00 feet; thence North 02 degrees 40 minutes 33 seconds West, 166.35 feet; thence South 87 degrees 28 minutes 51 seconds West, 432.79 feet; thence South 13 degrees 38 minutes 41 seconds West, 287.42 feet to a point on the Northerly right of way line of Grand River Avenue; thence the following three (3) courses being along said Northerly line (1) North 74 degrees 00 minutes 17 seconds West 698.96 feet and (2) South 03 degrees 08 minutes 50 seconds East, 3.88 feet and (3) North 74 degrees 02 minutes 07 seconds West, 79.81 feet to a point on the Easterly right of way line of Novi Road (variable width); thence North 42 degrees 20 minutes 47 seconds West, 85.57 feet along said Easterly line to the point of beginning.

HIGHWAY EASEMENT

KNOW ALL PERSONS that Novi Town Center Investors, LLC, a Delaware limited liability company (“Grantor”), whose address is 242 Trumbull St., Hartford, Connecticut, 06103-1212, for and in consideration of One (\$1.00) Dollars, paid to Grantor by the City of Novi, a Michigan Municipal Corporation, (“Grantee”), whose address is 45175 Ten Mile Road, Novi, Michigan 48375, does hereby grant to the Grantee, a permanent easement for all public highway purposes (“Highway Easement”) and to construct, operate, maintain, repair, and/or replace roadways, utilities, sidewalk, and other infrastructure improvements in, over, under, upon, and through a portion of the following described premises (“Property”) situated in the City of Novi, County of Oakland, State of Michigan as such Highway Easement is more particularly described, drawn and depicted on the attached Exhibit A.

Commonly known as: Novi Town Center Tax Parcel No.: 50-22-14-376-009

The Highway Easement consists of a variable width easement described as follows:

SEE HIGHWAY EASEMENT DRAWING, ATTACHED AS EXHIBIT “A,”

This Highway Easement includes, but is not limited to, the consent of the Grantor, within the Highway Easement area, to the removal of any trees, shrubs, and/or vegetation, to grading, to the occupancy of the Property by public utilities, and to other matters which, in the sole discretion of the Grantee, may be necessary in connection with all public highway purposes and the construction, operation, maintenance, repair, and/or replacement of roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the Highway Easement. Grantor waives further notice of such actions.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be restored at Grantee’s sole cost and expense to substantially the condition that existed prior to construction by the Grantee, its agents, employees or contractors.

This Highway Easement runs with the land and shall bind the Grantor and the Grantor’s heirs, representatives, successors, and assigns. This Highway Easement contains the entire understanding of the Grantor and the Grantee, and there are no other verbal promises between the Grantor and the Grantee except as shown herein.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 21st day of June, 2011.

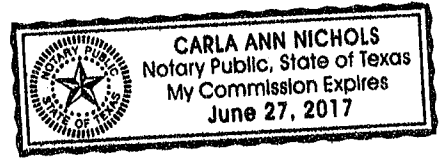
GRANTOR

NOVI TOWN CENTER INVESTORS, LLC, a Delaware limited liability company

BY: [Signature]
Richard Zalatoris, Director

STATE OF Texas)
COUNTY OF Dallas) SS.

The foregoing consent to easement was acknowledged before me this 21st day of June, 2011, by Richard Zalatoris, the Director of Novi Town Center Investors, LLC, a Delaware limited liability company.



[Signature]
Notary Public
Dallas County, TX
My Commission Expires: 6/27/17

Parcel No. 50-22-14-376-009

Drafted by:
Elizabeth Saarela, Esq.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:

Maryanne Cornelius, Clerk
City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RECORDING FEE _____ REVENUE STAMPS _____

PROPOSED HIGHWAY EASEMENT



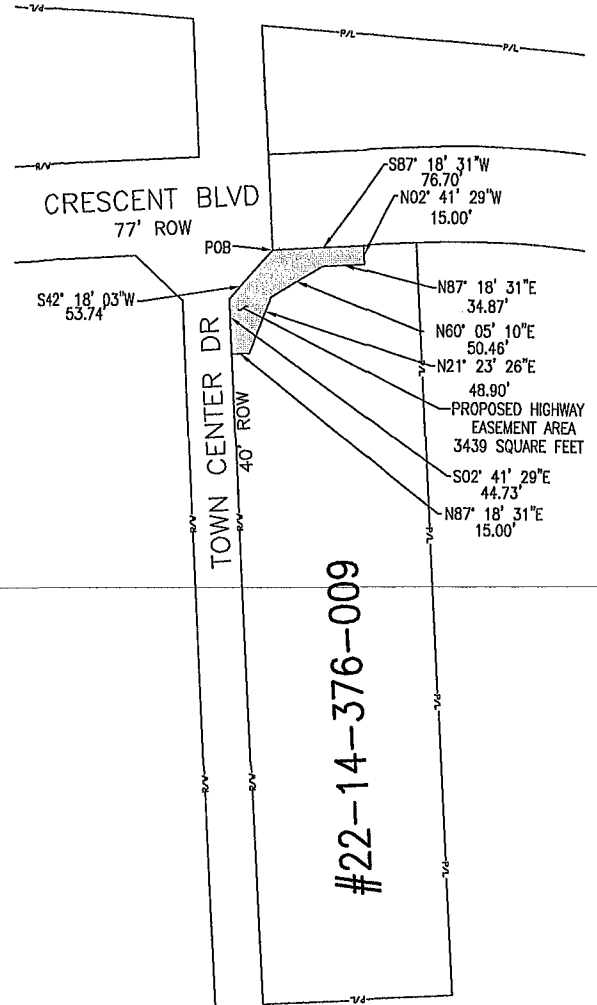
PARENT PARCEL DESCRIPTION
AS PROVIDED

T1N, R8E, SEC 14 PART OF SW 1/4 BEG AT PT
DIST S 87-28-51 W 1050.77 FT & N 02-40-33
W 963 FT FROM S 1/4 COR, TH N 02-40-33 W
570.10 FT, TH N 42-19-27 E 53.74 FT, TH N
87-19-27 E 121 FT, TH S 02-40-33 E 608.10
FT, TH S 87-19-27 W 159 FT TO BEG 2.20 A

PROPOSED HIGHWAY EASEMENT LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE
PARENT PARCEL; THENCE S42°18'03"W 53.74 FEET;
THENCE S02°41'29"E 44.73 FEET; THENCE
N87°18'31"E 15.00 FEET; THENCE N21°23'26"E
48.90 FEET; THENCE N60°05'10"E 50.46 FEET;
THENCE N87°18'31"E 34.87 FEET; THENCE
N02°41'29"W 15.00 FEET; THENCE S87°18'31"W
76.70 FEET, TO THE POINT OF BEGINNING.

BEARINGS FOR THIS DESCRIPTION WERE BASED
UPON GEODETIC OBSERVATION ON WEST PROPERTY
LINE



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CLIENT

CITY OF NOVI

[Signature]
THOMAS W. ROBERTS
REGISTERED LAND SURVEYOR NO. 58193

PARCEL ID
22-14-376-009



SURFACE TRANSPORTATION
GRAND RAPIDS, SOUTHFIELD, TRAVERSE CITY

LEGEND

ROW LINE ——— R/W ———
PROPERTY LINE ——— P/L ———
EASEMENT LINE - - - - -

CRESCENT
BOULEVARD

SCALE: 1"=150'

DATE: 05.20.2016
JOB NO. 60446140

PAGE 1 OF 1

TEMPORARY GRADING PERMIT

I, JAMES H. CLEAR, the owner of the property described as Parcel No. 22-14-301-009 in Novi, Michigan, 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 and alter the underlying land in, over, upon and through the property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Construction activities required for the removal of the existing roadway and instillation of new pavement, and related construction activities required for the proposed road improvements. All work is contained in the set of construction plans entitled "Crescent Blvd Reconstruction" by AECOM.

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

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

J H Clear Gravel Manager
By: Its: SPG. INC AS ALT

43259 CRESCENT BLVD.
Contact Mailing Address

248.345.9087
Phone Number

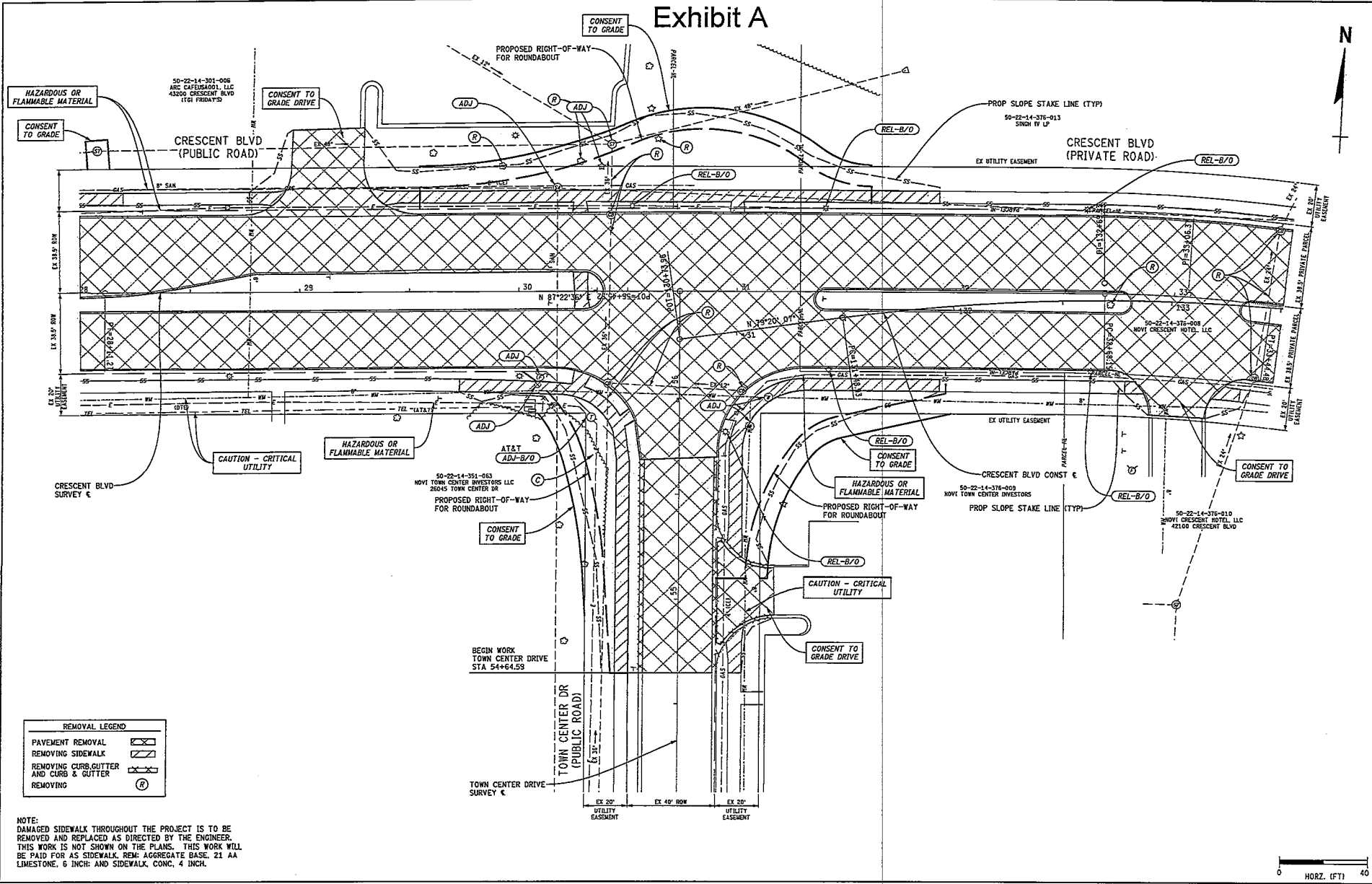
6.21.16
Date

NOVI MI 48375
City, State, Zip

JCLEAR@SIMON.COM
Email Address

Drafted by:
Adam Wayne
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

Exhibit A



REMOVAL LEGEND	
PAYEMENT REMOVAL	
REMOVING SIDEWALK	
REMOVING CURB, GUTTER AND CURB & CUTTER	
REMOVING	

NOTE:
 DAMAGED SIDEWALK THROUGHOUT THE PROJECT IS TO BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER. THIS WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL BE PAID FOR AS SIDEWALK REM. AGGREGATE BASE, 21 AA LIMESTONE, 6 INCH; AND SIDEWALK CONC, 4 INCH.

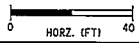


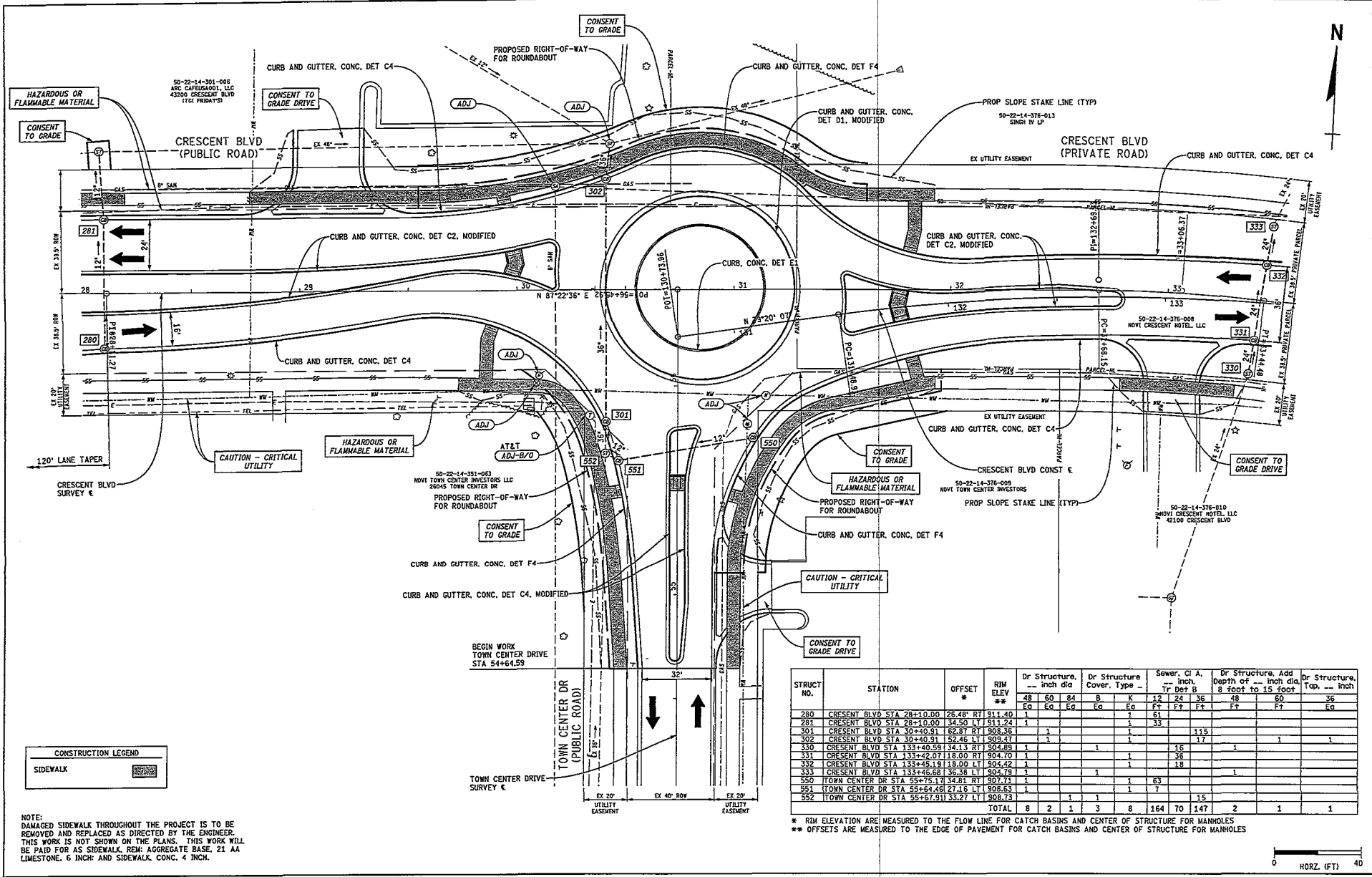
FILE:46140_2800.DWG
AUTH: DATE: REVISION:



CRESCENT BLVD RECONSTRUCTION
 REMOVAL SHEET - STA 28+00 TO STA 33+50

JOB	46140
DATE	4/13/2016
SHEET	17





STRUCT NO.	STATION	OFFSET #	RIM ELEV #	Dr Structure, inch dia			Sewer, Cl A, inch			Dr Structure, Add Depth of, 8 foot to 15 foot		Dr Structure, Tap, inch			
				48	60	84	B	K	12	24	36		48	60	36
				Ea	Ea	Ea	Ea	Ea	Ft	Ft	Ft		Ft	Ft	Ea
280	CRESCENT BLVD STA 28+10.00	26.48 RT	914.40						61						
281	CRESCENT BLVD STA 28+10.00	34.50 LT	911.24	1				33							
301	CRESCENT BLVD STA 30+40.91	62.87 RT	908.36	1				115							
302	CRESCENT BLVD STA 30+40.91	52.46 LT	909.47				1		16		1				
330	CRESCENT BLVD STA 133+40.59	34.13 RT	904.83	1				36		1					
331	CRESCENT BLVD STA 133+42.07	118.00 RT	904.70	1			1								
332	CRESCENT BLVD STA 133+45.19	118.00 LT	904.42	1				18							
333	CRESCENT BLVD STA 133+46.64	36.38 LT	904.79	1			1								
550	TOWN CENTER DR STA 55+75.17	34.83 RT	907.71	1				63							
551	TOWN CENTER DR STA 55+64.46	27.16 LT	908.53	1				7							
552	TOWN CENTER DR STA 55+67.91	33.27 LT	908.73	1				15							
TOTAL				8	2	1	3	8	164	70	147	2	1	1	

* RIM ELEVATION ARE MEASURED TO THE FLOW LINE FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES
 ** OFFSETS ARE MEASURED TO THE EDGE OF PAVEMENT FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES

FILE:46140_2800.DGN
 AUTH DATE REVISION



CRESCENT BLVD RECONSTRUCTION
 CONSTRUCTION SHEET - STA 28+00 TO STA 33+50

JOB 46140
 DATE 4/13/2016
 SHEET 18



Seaver Title Agency
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-7135 Fax:(248) 338-3045

Record Search furnished to:

City of Novi
Dept. of Public Services
26300 Lee BeGole Dr.
Novi, MI 48375
Adam Wayne

File No. 63-16465286-SCM

TITLE INFORMATION REPORT

DESCRIPTION OF REAL ESTATE

Situated in the City of Novi, County of Oakland, State of Michigan, as follows:

SEE EXHIBIT A

Tax Item No. 22-14-376-009

Owner(s): Novi Town Center Investors LLC, a Delaware limited liability company

1. Highway Easement to the City of Novi as recorded in Liber 49090, Page 169, Oakland County Records.
2. Declaration of Easements and Restrictions recorded in Liber 12192, Page 102, Oakland County Records.
3. Terms, provisions, covenants, easements and other matters contained in the Easement Agreement executed between the City of Novi and Wolverine IV Limited Partnership recorded in Liber 10037, Page 250, Oakland County Records.
4. Easements to construct, operate, repair, maintain and replace underground facilities, including the necessary above ground equipment, connections, poles and accessories granted to The Detroit Edison Company, as set forth in the Rights of Way Agreements recorded in Liber 9483, Page 575 and re-recorded in Liber 10069, Page 787 and Liber 10069, Page 803, Oakland County Records.
5. Easement for communication facilities granted to Michigan Bell Telephone Company as set forth in Right of Way recorded in Liber 9861, Page 742, Oakland County Records.
6. Declaration of Restrictions Agreement and the terms and conditions thereof between Crow Division Partners Limited Partnership, a Texas limited partnership and Wolverine IV-B Limited Partnership, a Texas limited partnership, as Sellers and General Mills Restaurants, Inc., a Florida corporation dated November 4, 1991 and recorded November 21, 1991 in Liber 12193, Page 710, Oakland County Records.
7. All of terms and provisions set forth and contained in that certain Lease between Novi Town Center Investors, LLC, a Delaware limited liability company, Lessor and Bonefish/Michigan, Limited Partnership, a Florida limited partnership, Lessee, a Memorandum of which is recorded in Liber 36914, Page 112, Oakland County Records.
8. Interest of Sally Beauty Company, Inc., a Delaware corporation, Tenant in an unrecorded lease, dated December 28, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 483, Oakland County Records.

COUNTERSIGNED:
SEAVER TITLE AGENCY

Elie Kaplan
AUTHORIZED SIGNATORY

This information compiled as of an effective date of March 1, 2016 at 8:00 A.M.

Friday, March 18, 2016

Examined By: Eliezer Kaplan

9. Interest of Laserland of Novi, Inc., Tenant in an unrecorded Lease, dated March 8, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 9, 1988 and recorded in Liber 10695, Page 490, Oakland County Records.
10. Interest of Creative World Management Services, Inc., Tenant in an unrecorded Lease, dated July 23, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 497, Oakland County Records.
11. Interest of Homemaker Shops, Inc., d/b/a Linens & More, Tenant in an unrecorded Lease, dated February 6, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 504, Oakland County Records.
12. Interest of Holtzman's Little Folk Shop, Inc., Tenant in an unrecorded Lease, dated January 1, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 511, Oakland County Records.
13. Interest of Frosty's Ice Cream and Yogurt, Inc., Tenant in an unrecorded Lease, dated November 16, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 518, Oakland County Records.
14. Interest of Van Geison Enterprises, Inc., Tenant in an unrecorded Lease, dated March 23, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 525, Oakland County Records.
15. Interest of D.J. & J. Software Corporation, Tenant in an unrecorded Lease, dated January 20, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 532, Oakland County Records.
16. Interest of The Detroit Edison Company, Tenant in an unrecorded Leases, dated September 11, 1987 wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated September 19, 1988 and recorded in Liber 10695, Page 539, Oakland County Records.
17. Interest of Kosch's Novi-#4, Inc., Tenant in an unrecorded Leases, dated May 11, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated September 13, 1988 and recorded in Liber 10695, Page 546, Oakland County Records.
18. Interest of Harry's Clothing, Inc., Tenant in an unrecorded Lease, dated July 2, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated September 1, 1988 and recorded in Liber 10695, Page 553, Oakland County Records.
19. Interest of Lifetouch Senior Portraits, Inc., Tenant in an unrecorded Lease, dated June 20, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated October 3, 1988 and recorded in Liber 10695, Page 560, Oakland County Records.
20. Interest of David Wachler & Sons, Inc., Tenant in an unrecorded Lease, dated February 17, 1988 wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10695, Page 567, Oakland County Records.
21. Interest of PoliRemo, Inc., Tenant in an unrecorded Lease, dated January 23, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10718, Page 737, Oakland County Records.
22. Interest of Wearguard Corporation, Tenant in an unrecorded Lease, dated March 9, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10718, Page 744, Oakland County Records.
23. Interest of Moussza Salaney, Tenant in an unrecorded Lease, dated May 13, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated October 5, 1988 and recorded in Liber 10718, Page 751, Oakland County Records.
24. Interest of Shoe Town of Michigan, Inc., Tenant in an unrecorded Leases, dated March 30, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated September 30, 1988 and recorded in Liber 10718, Page 758, Oakland County Records.

25. Interest of Dorothy McChakey, Tenant in an unrecorded Lease, dated December 3, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 10718, Page 765, Oakland County Records.
26. Interest of Body-Chic, Tenant in an unrecorded Lease, dated August 19, 1988, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated October 4, 1988 and recorded in Liber 11158, Page 225, Oakland County Records.
27. Interest of Tropical Tan Lines, Inc., Tenant in an unrecorded Lease, dated December 29, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 11158, Page 232, Oakland County Records.
28. Interest of Sandies Hallmark Shoppe, Tenant in an unrecorded Lease, dated August 8, 1986, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated December 1, 1988 in Liber 11158, Page 239, Oakland County Records.
29. Interest of Arizona Saddlery, Tenant in an unrecorded Lease, dated August 23, 1987, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Subordination, Non-Disturbance and Attornment Agreement dated November 1, 1988 and recorded in Liber 11158, Page 246, Oakland County Records.
30. Interest of T.J. Maxx, Inc., Tenant in an unrecorded Lease, wherein Wolverine IV Limited Partnership, was Landlord, as disclosed in the Short Form Memorandum of Lease for Recording, dated August 27, 1986 and recorded in Liber 9623, Page 677, Oakland County Records.
31. Interest of Chernin's Shoes, Inc., Tenant in an unrecorded Lease dated January 5, 1998, wherein Aetna Life Insurance Company, was Landlord, as disclosed by Memorandum of Lease dated January 5, 1998 and recorded in Liber 18082, Page 494, Oakland County Records.

32. Interest of F & M Distributors, No. 2, Inc., assignee from K-Mart Corporation of the tenant's interest in the unrecorded Lease, dated March 10, 1986, originally executed between Trammel Crow Company, as Landlord and K-Mart Corporation, as Tenant, as amended by the unrecorded Leter Amendment dated October 1, 1986, as set forth in the Assignment and Assumption of Lease, dated March 26, 1987 and recorded in Liber 10013, Page 254, Oakland County Records.

33. Lease Agreement dated April 30, 1986, between Novi Town Center Investors LLC, a Delaware limited liability company, successor-in-interest to Trammell Crow Company (Landlord) and Bally Total Fitness of the Midwest, Inc., an Ohio corporation (successor-by-merger with Bally Total Fitness International formerly known as Vic Tanny International, Inc) (Tenant); as amended by that certain First Amendment dated June 23, 1988 and executed on October 17, 1988, as amended by that certain Second Amendment dated October 29, 2007 (as the same may be amended, supplemented or otherwise modified from time to time), as disclosed by First Priority Leasehold Mortgage recorded March 23, 2011 in Liber 42920, Page 730, Oakland County Records.

34. PAYMENT OF TAXES: Tax Parcel No.: 22-14-376-009

2015 July Taxes in the amount of \$11,189.32 are Paid

2015 December Taxes in the amount of \$4,124.38 are Paid

Special Assessments: None

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

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

EXHIBIT "A"

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

Parking Lot Parcel:

Part of the Southwest 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant South 87 degrees 28 minutes 51 seconds West, 1050.77 feet and North 02 degrees 40 minutes 33 seconds West, 963 feet from the South 1/4 corner of said Section 14; thence North 02 degrees 40 minutes 33 seconds West, 570.10 feet; thence North 42 degrees 19 minutes 27 seconds East, 53.74 feet; thence North 87 degrees 19 minutes 27 seconds East 121 feet; thence South 02 degrees 40 minutes 33 seconds East, 608.10 feet; thence South 87 degrees 19 minutes 27 seconds West, 159 feet to the point of beginning.