



CITY OF NOVI CITY COUNCIL
AUGUST 11, 2025

SUBJECT: Approval of a Warranty Deed to dedicate 43 feet half-width right-of-way along the east side of Dixon Road for the Fountain View Professional Center located on the north side of Twelve Mile east of Dixon Road (parcel 50-22-10-400-074).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Process is required to accept right-of-way dedications.
- Brings this segment of Dixon Road to its full master planned right-of-way width.

BACKGROUND INFORMATION:

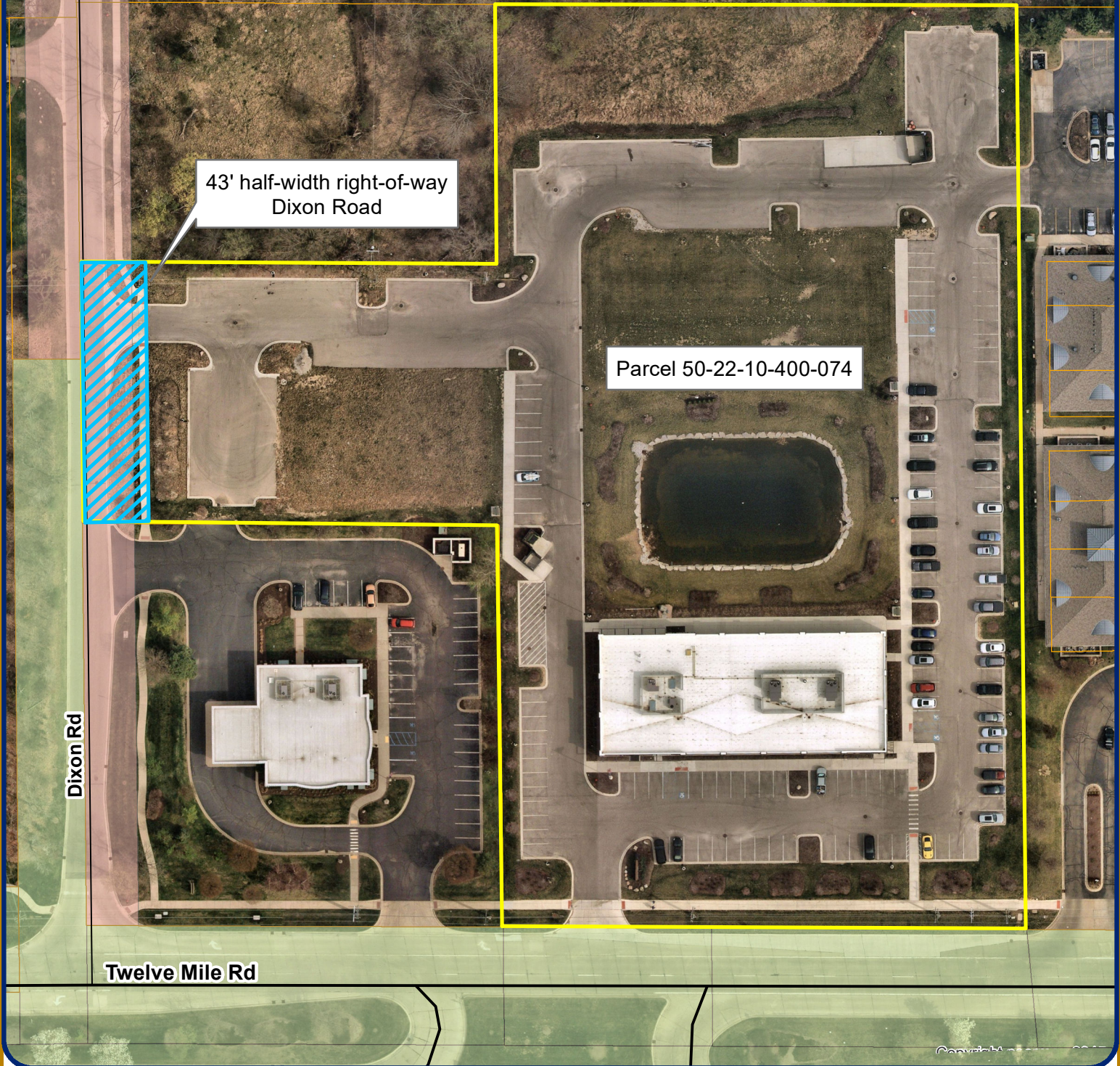
Novi Forum LLC is requesting the acceptance of a Warranty Deed conveying 43 feet of proposed half-width right-of-way along the east side of Dixon Road. This proposed right-of-way dedication will bring this segment of Dixon Road to its full master planned right-of-way width.

The Warranty Deed has been approved by the City Attorney (Beth Saarela, July 25, 2025) and City's Engineering Consultant, Spalding DeDecker (December 2, 2022). The enclosed documents have been reviewed and are recommended for acceptance.

RECOMMENDED ACTION: Approval of a Warranty Deed to dedicate 43 feet half-width right-of-way along the east side of Dixon Road for the Fountain View Professional Center located on the north side of Twelve Mile east of Dixon Road (parcel 50-22-10-400-074).

Fountain View Professional Center Right-of-Way Dedication

Location Map



Map Author: Humna Anjum
Date: 7/29/2025
Project: Right-of-Way Dixon Rd Version: 1.0

Amended By:
Date:
Department:

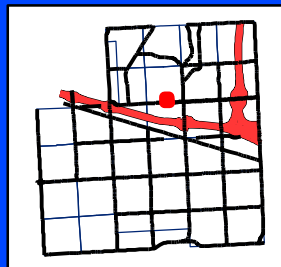
MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi.
Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Legend

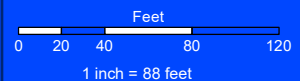
Right of Way

- Dedicated
- Prescriptive
- Project Location
- Proposed Right-of-Way



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 25, 2025

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Fountain View Professional Center JSP 19-22 - On-Site Acceptance Documents

Dear Mr. Croy:

We have received and reviewed the following **original on-site** documents for Fountain View Professional Center, copies of which are enclosed:

1. Sanitary Sewer Manhole Access Easement (**Approved**)
2. Sanitary Sewer Easement (**Approved**)
3. Water System Easement (**Approved**)
4. Bill of Sale – Water and Sewer (**Approved**)
5. Consent to Easement – Water System (**Approved**)
6. Consent to Easement – Sanitary Sewer (**Approved**)
7. Consent to Easement – Manhole Access (**Approved**)
8. Warranty Deed – Dixon Road ROW (**Approved**)
9. Quit Claim Deed to RCOC (**Format Approved**)
10. Partial Discharge of Mortgage – Dixon Road ROW (**Approved**)
11. Title Search

Water and Sanitary Sewer System Easement

Novi Forum, LLC seeks to convey the on-site Water, Sanitary Sewer System, and Manhole Access Easements to the City for public use and maintenance. The Easements are consistent with the title search provided, and acceptable for this purpose. The exhibits have been reviewed and approved by the City's Consulting Engineer. The lender Consent documents are acceptable as provided and may be recorded as separate documents from the easements.

The Water, Sanitary System, and Manhole Access Easements once accepted by Affidavit of the City Engineer should be recorded with the Oakland County Register of Deeds in the usual manner, along with the lender Consent to Easement documents. The title search should be retained in the

City's file. The Bill of Sale conveying the water main and sanitary sewer within the easements should be retained in the City's file.

Warranty Deed – Dixon Road Right-of-Way

The Warranty Deed for the adjacent Dixon Road ROW is consistent with the title search provided.. The legal descriptions of the right-of-way area being dedicated have been reviewed and approved by the City's Consulting Engineer. The Warranty Deed may be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Warranty Deed should be recorded by the City Clerk's Office in the usual manner.

Quit Claim Deed – 12 Mile ROW

The applicant has quit claimed the adjacent 12 Mile Road ROW to the Board of County Road Commissioners. We are enclosing RCOC's document requirements for road right-of-way dedication. We note that there appears to be an existing mortgage on the property so RCOC will likely also require a Partial Discharge of Mortgage. Finally, per the enclosed policy, RCOC will require documentation citing the authority of the party signing the documents to make property transactions on behalf of the company. We have no objection to the City forwarding the original enclosed Quit Claim Deed to RCOC and allowing RCOC to identify the remaining documents that they will require for acceptance. We note that exhibits should be attached to the Quit Claim Deed describing the right-of-way area prior to forwarding.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Stacy Choi, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator

Ben Croy, City Engineer
City of Novi
July 25, 2025
Page 3

Humna Anjum, Project Engineer
Milad Alesmail, Project Engineer
Kate Purpura, Project Engineer
Alyssa Craigie, Administrative Assistant
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire

-----[Space Above This Line is for Recording Information]-----

PARTIAL DISCHARGE OF MORTGAGE
(44244 WEST 12 MILE ROAD, NOVI, MI 48377)

That Continuing Collateral Construction Mortgage ("Mortgage") made by **NOVI FORUM, LLC**, a Michigan limited liability company, as mortgagor ("Mortgagor"), located at 44090 W. 12 Mile Road, Novi, Michigan 48377, in favor of **COMERICA BANK**, as mortgagee ("Mortgagee"), located at 39200 Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Documentation, Mail Code 7578, dated April 18, 2022, and recorded May 9, 2022, in Liber 57755, Page 206, Oakland County Register of Deeds, Michigan, is discharged as to the land described on **Exhibit A** and **Exhibit B** attached hereto only, but not as to any remaining property covered by the Mortgage, which Mortgage shall, as to such remaining property, remain in full force and effect.

[Signature on following page]

Made this October 11, 2022.

Mortgagee:

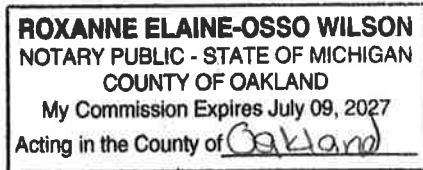
COMERICA BANK

By: Joel R. Happel
Joel R. Happel
Its: Vice President

Acknowledgment

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me on October 11th, 2022, by Joel R. Happel, a Vice President of COMERICA BANK, a Texas banking association, on behalf of said entity.



Roxanne Elaine-Osso Wilson
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: July 9th, 2027

This instrument prepared by:

David C. Bosman
BODMAN PLC
201 W. Big Beaver Road, Suite 500
Troy, Michigan 48084

When recorded return to:

Amber Paul
BODMAN PLC
201 W. Big Beaver Road, Suite 500
Troy, Michigan 48084

[Signature Page to Partial Discharge of Mortgage]

EXHIBIT A

Right of Way Dedication.

The property located in the City of Novi, County of Oakland, State of Michigan, more particularly described as follows:

THE WEST 43.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

Part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point on the North and South 1/4 line of Section 10, also being the centerline of Dixon Road, North 00 degrees 52 minutes 00 seconds West, 330.00 feet from the South 1/4 corner of Section 10, Town 1 North, Range 8 East and proceeding thence along the North and South 1/4 line, also being the centerline of Dixon Road, North 00 degrees 52 minutes 00 seconds West, 165.00 feet; thence due East, 264.00 feet; thence due South 00 degrees 52 minutes 00 seconds East 165.00 feet; thence due West, 264.00 feet to the Point of Beginning.

Tax Parcel ID: Part of 22-10-400-074

EXHIBIT B

Right of Way Dedication.

The property located in the City of Novi, County of Oakland, State of Michigan, more particularly described as follows:

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 15.00 FEET; THENCE DUE EAST, 332.00 FEET; THENCE S. 00° 53' 36" E., 15.00 FEET; THENCE DUE WEST, 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4,980 SQUARE FEET OR 0.114 ACRES.

Tax Parcel ID: Part of 22-10-400-074

CONSENT TO EASEMENT

(Water System Easement)

As the Mortgagee under that certain Continuing Collateral Construction Mortgage dated April 18, 2022, by **NOVI FORUM, LLC**, a Michigan limited liability company ("Mortgagor"), located at 44090 W. 12 Mile Road, Novi, Michigan 48377, to **COMERICA BANK** ("Mortgagee"), located at 39200 Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Documentation, Mail Code 7578, and recorded May 9, 2022, in Liber 57755, page 206, Oakland County, Michigan Register of Deeds (the "Mortgage"), Mortgagee hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of the twenty (20.00) foot wide Water System Easement dated June 9, 2022, by Mortgagor in favor of the City of Novi, as shown in **Exhibit A** attached hereto, which easement shall bind the undersigned and the heirs, successors and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of October 11, 2022.

[Signature on following page]

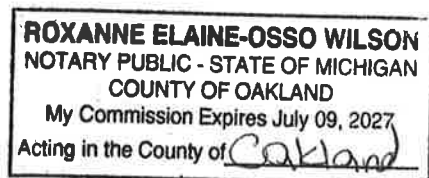
Mortgagee:

COMERICA BANK

By: Joel R. Happel
Joel. R. Happel
Its: Vice President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me on October 11th, 2022, by Joel R. Happel, a Vice President of COMERICA BANK, a Texas banking association, on behalf of said entity.



Roxanne Elaine-Osso Wilson
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: July 9th, 2027

DRAFTED BY:

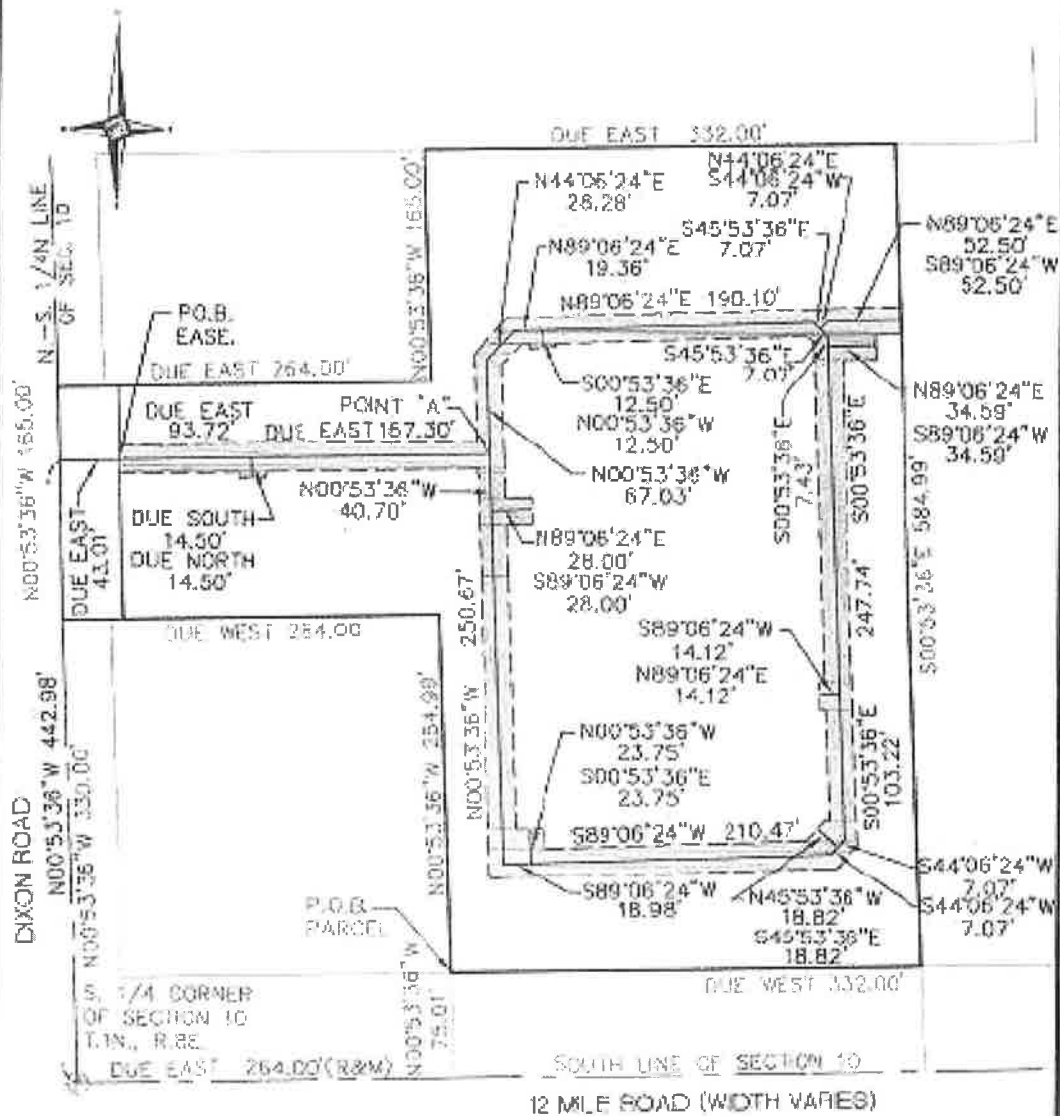
David C. Bosman
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084
(248) 743-6037

WHEN RECORDED RETURN TO:

Amber Paul
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084

Exhibit A

TWENTY (20.00) FOOT WIDE WATERMAIN EASEMENT



NF ENGINEERS
 NORMAN & FRANKS ENGINEERS
 46777 WOODWARD AVE
 PONTIAC, MI 48342-5102
 TEL: (248) 442-7938
 FAX: (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	10-16-2001	N.N.	10948-B5	1 of 1
	REV. 03-14-2002			

Exhibit A
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION: WATERMAIN EASEMENT

THE CENTERLINE OF A TWENTY (20.00) FOOT WIDE WATERMAIN EASEMENT, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOWI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 10, N. 00° 53' 36" W., 442.98 FEET; THENCE DUE EAST, 43.01 FEET TO A POINT ON THE EASTERLY 43.00 FOOT RIGHT-OF-WAY LINE OF DIXON ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING DUE EAST, 93.72 FEET; THENCE DUE SOUTH 14.50 FEET; THENCE DUE NORTH 14.50 FEET; THENCE DUE EAST, 167.30 FEET TO POINT "A"; THENCE N. 00° 53' 36" W., 67.03 FEET; THENCE N. 44° 06' 24" E., 28.28 FEET; THENCE N. 89° 06' 24" E., 19.36 FEET; THENCE S. 00° 53' 36" E., 12.50 FEET; THENCE N. 00° 53' 36" W., 12.50 FEET; THENCE N. 89° 06' 24" E., 190.10 FEET; THENCE S. 45° 53' 36" E., 7.07 FEET; THENCE N. 44° 06' 24" E., 7.07 FEET; THENCE N. 00° 06' 24" E., 52.50 FEET; THENCE S. 89° 06' 24" W., 52.50 FEET; THENCE S. 44° 06' 24" W., 7.07 FEET; THENCE S. 45° 53' 36" E., 7.07 FEET; THENCE S. 00° 53' 36" E., 7.43 FEET; THENCE N. 89° 06' 24" E., 34.59 FEET; THENCE S. 89° 06' 24" W., 34.59 FEET; THENCE S. 00° 53' 36" E., 247.74 FEET; THENCE S. 89° 06' 24" W., 14.12 FEET; THENCE N. 89° 06' 24" E., 14.12 FEET; THENCE S. 00° 53' 36" E., 103.22 FEET; THENCE S. 44° 06' 24" W., 7.07 FEET; THENCE N. 45° 53' 36" W., 18.82 FEET; THENCE S. 45° 53' 36" E., 18.82 FEET; THENCE S. 44° 06' 24" W., 7.07 FEET; THENCE S. 89° 06' 24" W., 210.47 FEET; THENCE N. 00° 53' 36" W., 23.75 FEET; THENCE S. 00° 53' 36" E., 23.75 FEET; THENCE S. 89° 06' 24" W., 18.98 FEET; THENCE N. 00° 53' 36" W., 250.67 FEET; THENCE N. 89° 06' 24" E., 28.00 FEET; THENCE S. 89° 06' 24" W., 28.00 FEET; THENCE N. 00° 53' 36" W., 40.70 FEET TO THE POINT OF ENDING, POINT "A".

LEGAL DESCRIPTION: PARCEL

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOWI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING, CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.



NOVAK & FRANK ENGINEERS
4677 WOODWARD AVE
BENTLEY, MI 48022-5932
TEL: (248) 330-7901
FAX: (248) 332-8257

SCALE	DATE	DRAWN	JOB NO	SHEET
	10-06-2007	N/A	444640	2 of 2
	REV: 03-04-2022			

CONSENT TO EASEMENT

(Storm Drainage Facility Ingress-Egress Easement)

As the Mortgagee under that certain Continuing Collateral Construction Mortgage dated April 18, 2022, by **NOVI FORUM, LLC**, a Michigan limited liability company ("Mortgagor"), located at 44090 W. 12 Mile Road, Novi, Michigan 48377, to **COMERICA BANK** ("Mortgagee"), located at 39200 Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Documentation, Mail Code 7578, and recorded May 9, 2022, in Liber 57755, page 206, Oakland County, Michigan Register of Deeds (the "Mortgage"), Mortgagee hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of the Storm Drainage Facility Ingress-Egress Easement dated May 31, 2022, by Mortgagor in favor of the City of Novi, as shown in **Exhibit C** attached hereto, which easement shall bind the undersigned and the heirs, successors and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of October 11, 2022.

[Signature on following page]

Mortgagee:

COMERICA BANK

By: Joel R. Happel
Joel. R. Happel
Its: Vice President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me on October 11th, 2022, by Joel R. Happel, a Vice President of COMERICA BANK, a Texas banking association, on behalf of said entity.

ROXANNE ELAINE-OSSO WILSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires July 09, 2027
Acting in the County of Oakland

Roxanne Elaine-Osso-Wilson
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: July 9th, 2027

DRAFTED BY:

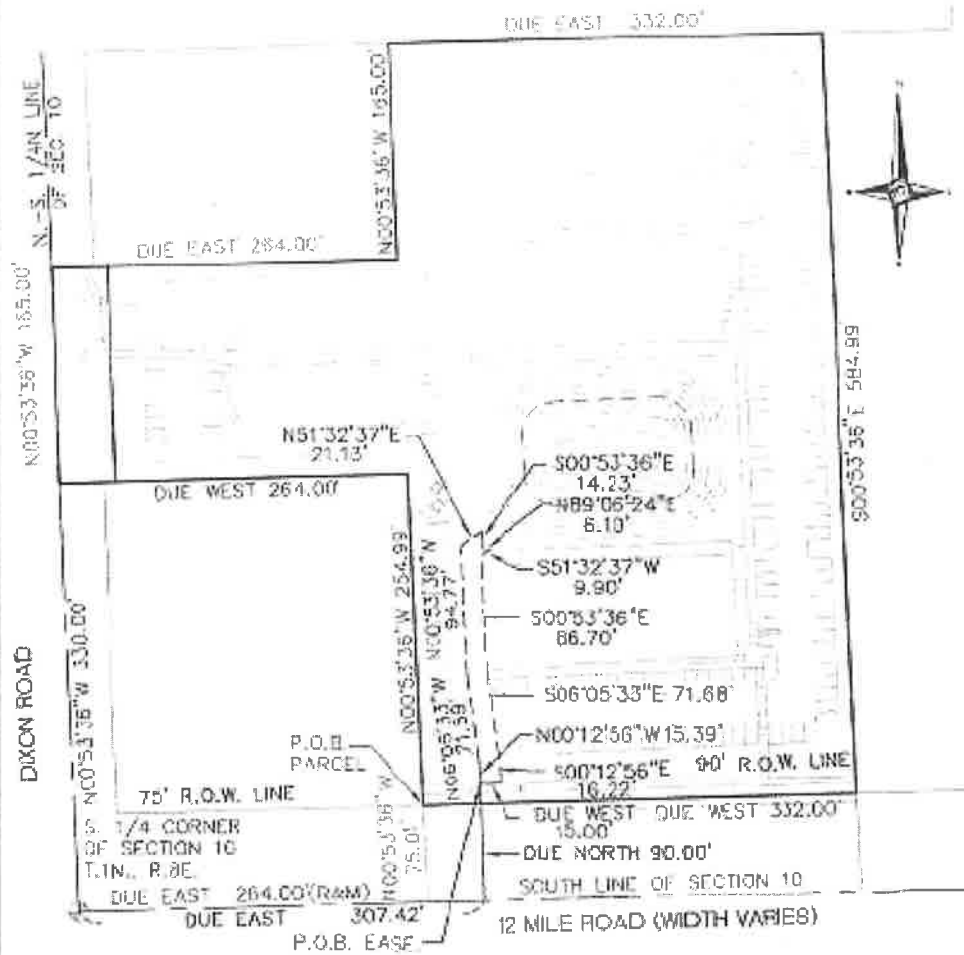
David C. Bosman
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084
(248) 743-6037

WHEN RECORDED RETURN TO:

Amber Paul
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084

Exhibit C

STORM DRAINAGE FACILITY INGRESS-EGRESS EASEMENT



LEGAL DESCRIPTION: STORM DRAINAGE FACILITY INGRESS-EGRESS EASEMENT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 307.42 FEET; THENCE DUE NORTH 90.00 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 12' 36\" W., 15.39 FEET; THENCE N. 06° 05' 33\" W., 71.59 FEET; THENCE N. 00° 53' 36\" W., 84.77 FEET; THENCE N. 51° 32' 37\" E., 21.13 FEET; THENCE S. 00° 53' 36\" E., 14.23 FEET; THENCE N. 89° 06' 24\" E., 6.10 FEET; THENCE S. 51° 32' 37\" W., 9.90 FEET; THENCE S. 00° 53' 36\" E., 86.70 FEET; THENCE S. 06° 05' 33\" E., 71.68 FEET; THENCE S. 00° 12' 36\" E., 16.22 FEET; THENCE DUE WEST, 15.00 FEET TO THE POINT OF BEGINNING.

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
12 MILE ROAD
CITY OF NOVI, MI 48221
CONTACT:
JOSEPH SCHINDLER
PHONE (248) 541-5547

SCALE

DATE
10/16/2011

DRAWN
N/A

JOB NO.
10046-02

SHEET
1 of 4



NOWAK & FRANK ENGINEERS
4677 WOODWARD AVE
PONTIAC, MI 48342-5012
TEL (248) 333-7931
FAX (248) 332-4337

CONSENT TO EASEMENT

(Sanitary Sewer Manhole Access Easement)

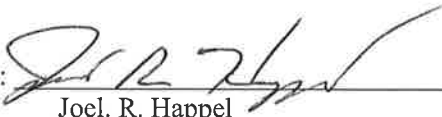
As the Mortgagee under that certain Continuing Collateral Construction Mortgage dated April 18, 2022, by **NOVI FORUM, LLC**, a Michigan limited liability company ("Mortgagor"), located at 44090 W. 12 Mile Road, Novi, Michigan 48377, to **COMERICA BANK** ("Mortgagee"), located at 39200 Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Documentation, Mail Code 7578, and recorded May 9, 2022, in Liber 57755, page 206, Oakland County, Michigan Register of Deeds (the "Mortgage"), Mortgagee hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of the twenty (20.00) foot wide Sanitary Sewer Manhole Access Easement dated May 31, 2021, by Mortgagor in favor of the City of Novi, as shown in **Exhibit A** attached hereto, which easement shall bind the undersigned and the heirs, successors and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of October 11, 2022.

[Signature on following page]

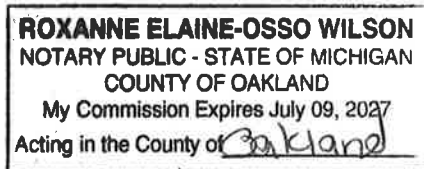
Mortgagee:

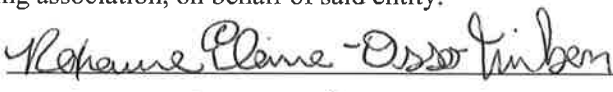
COMERICA BANK

By: 
Joel. R. Happel
Its: Vice President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me on October 11th, 2022, by Joel R. Happel, a Vice President of COMERICA BANK, a Texas banking association, on behalf of said entity.




Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: July 9th, 2027

DRAFTED BY:

David C. Bosman
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084
(248) 743-6037

WHEN RECORDED RETURN TO:

Amber Paul
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084

TWENTY (20.00) FOOT WIDE SANITARY ACCESS EASEMENT



SCALE	DATE	DRAWN	JOBN O	SHEET
1" = 100'	08-05-2021	R.N.	HHUG-03	1 of 2

Exhibit A

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION: SANITARY ACCESS EASEMENT 1

THE CENTERLINE OF A TWENTY (20.00) FOOT WIDE SANITARY ACCESS EASEMENT, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOWI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 10, N. 00° 53' 36" W., 455.47 FEET; THENCE DUE EAST, 43.01 FEET TO A POINT ON THE EASTERLY 43.00 FOOT RIGHT-OF-WAY LINE OF DIXON ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING DUE EAST, 57.34 FEET; THENCE DUE SOUTH, 80.29 FEET; THENCE DUE EAST, 26.93 FEET TO THE POINT OF ENDING.

LEGAL DESCRIPTION: SANITARY ACCESS EASEMENT 2

THE CENTERLINE OF A TWENTY (20.00) FOOT WIDE SANITARY ACCESS EASEMENT, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOWI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 323.82 FEET; THENCE N. 00° 53' 36" W. 90.00 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 53' 36" W., 51.92 FEET; THENCE N. 89° 13' 18" E., 249.57 FEET; THENCE N. 00° 46' 42" W., 59.48 FEET; THENCE S. 89° 13' 18" W., 48.04 FEET; THENCE N. 89° 13' 18" E., 48.04 FEET; THENCE N. 00° 46' 42" W., 233.25 FEET; THENCE S. 89° 13' 18" W., 48.51 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOWI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 155.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING, CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.



NOWAK & FRANK ENGINEERS
46777 WOODWARD AVE
PONTIAC, MI 48342-5002
TEL: (248) 332-7501
FAX: (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
	10/06/2021	R.N.	1806403	2 of 2

CONSENT TO EASEMENT

(Sanitary Sewer System Easement)

As the Mortgagee under that certain Continuing Collateral Construction Mortgage dated April 18, 2022, by **NOVI FORUM, LLC**, a Michigan limited liability company ("Mortgagor"), located at 44090 W. 12 Mile Road, Novi, Michigan 48377, to **COMERICA BANK** ("Mortgagee"), located at 39200 Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Documentation, Mail Code 7578, and recorded May 9, 2022, in Liber 57755, page 206, Oakland County, Michigan Register of Deeds (the "Mortgage"), Mortgagee hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of the twenty (20.00) foot wide Sanitary Sewer System Easement dated May 31, 2021, by Mortgagor in favor of the City of Novi, as shown in **Exhibit A** attached hereto, which easement shall bind the undersigned and the heirs, successors and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of October 11, 2022.

[Signature on following page]

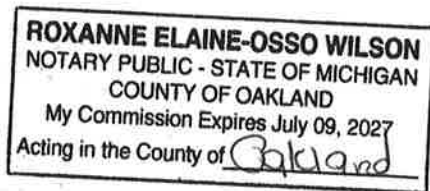
Mortgagee:

COMERICA BANK

By: Joel R. Happel
Joel R. Happel
Its: Vice President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me on October 11th, 2022, by Joel R. Happel, a Vice President of COMERICA BANK, a Texas banking association, on behalf of said entity.



Roxanne Elaine-Osso Wilson
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: July 9th, 2027

DRAFTED BY:

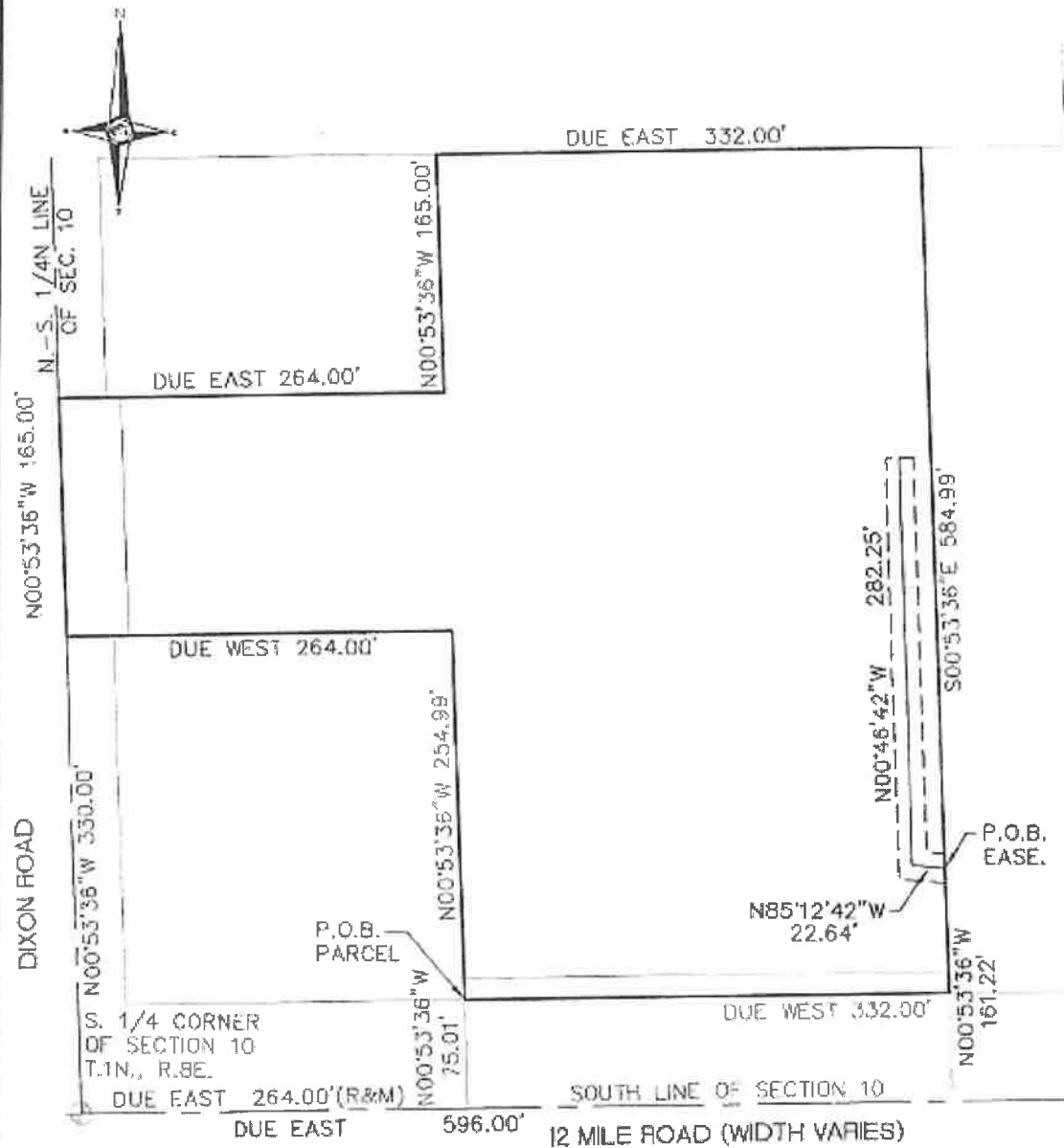
David C. Bosman
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084
(248) 743-6037

WHEN RECORDED RETURN TO:

Amber Paul
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084

Exhibit A

TWENTY (20.00) FOOT WIDE SANITARY SEWER EASEMENT



NF ENGINEERS
 NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO	SHEET
1" = 100'	10-06-2021	N.N.	H046-03	1 of 2

Exhibit A
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

THE CENTERLINE OF A TWENTY (20.00) FOOT WIDE SANITARY SEWER EASEMENT BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOWI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 596.00 FEET; THENCE N. 00° 53' 36" W. 161.22 FEET TO THE POINT OF BEGINNING; THENCE N. 85° 12' 42" W., 22.84 FEET; THENCE N. 00° 46' 42" W., 282.25 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOWI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.



NOWAK & FRANK ENGINEERS
4677 WOODWARD AVE
PONTIAC, MI 48142-5032
TEL: (248) 332-7931
FAX: (248) 332-8357

SCALE	DATE	DRAWN	JOB NO.	SHEET
	10.19.2021	NJN	18095-03	2 of 2

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company, whose address is 44090 W. 12 Mile Rd., Novi, Michigan 48377, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

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

Tax Identification Number: 50-22-10-400-074

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit A]

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

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

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit A.

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

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 9th day of JUNE, 2022.

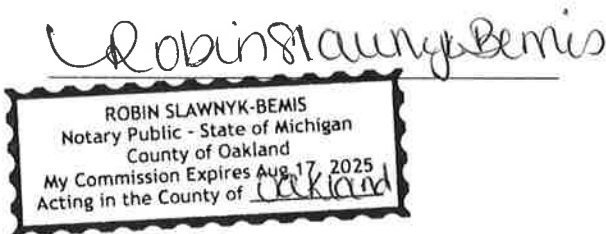
GRANTOR:

Novi Forum, LLC d/b/a Fountain View
Professional Center, a Michigan Limited
Liability Company

G. Joseph Schimizzi
By: G. Joseph Schimizzi
Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 9th day of June, 2022, before me,
personally appeared the above named G. Joseph Schimizzi, the
Grantor of Novi Forum, LLC, to me known to be
the person described in and who executed the foregoing instrument and acknowledged
that they executed the same as his free act and deed.



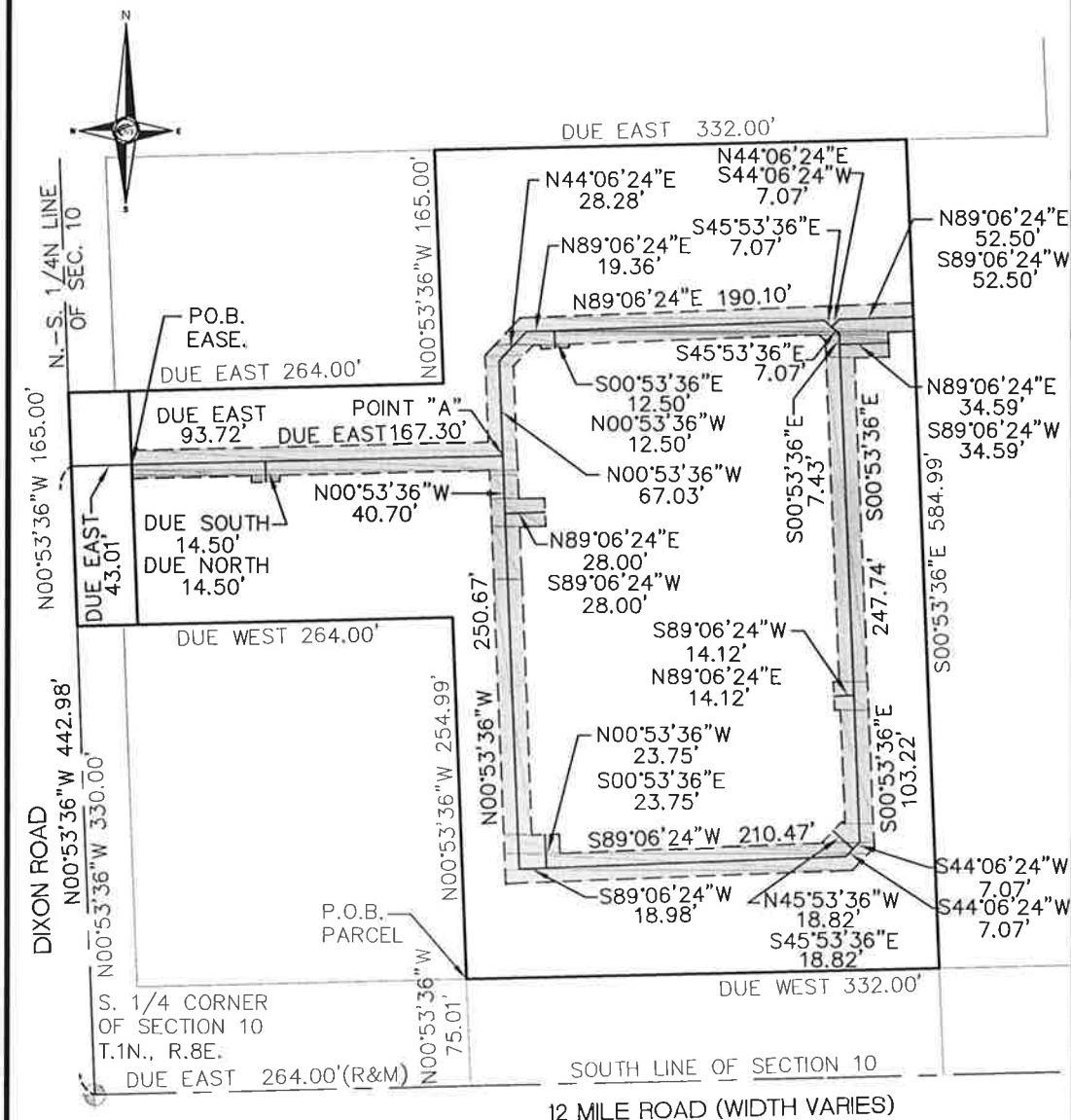
Notary Public,
Acting in _____ County, MI
My commission expires:

THIS INSTRUMENT DRAFTED BY:
Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:
Cortney Hanson, Clerk
45175 Ten Mile
Novi, Michigan 48375

Exhibit A

TWENTY (20.00) FOOT WIDE WATERMAIN EASEMENT



ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	10-06-2021	N.N.	H046-03	1 of 2
	REV. 03-04-2022			

Exhibit A

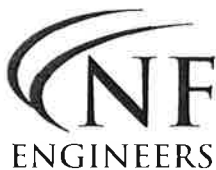
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION: WATERMAIN EASEMENT

THE CENTERLINE OF A TWENTY (20.00) FOOT WIDE WATERMAIN EASEMENT, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 10, N. 00° 53' 36" W., 442.98 FEET; THENCE DUE EAST, 43.01 FEET TO A POINT ON THE EASTERLY 43.00 FOOT RIGHT-OF-WAY LINE OF DIXON ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING DUE EAST, 93.72 FEET; THENCE DUE SOUTH 14.50 FEET; THENCE DUE NORTH 14.50 FEET; THENCE DUE EAST, 167.30 FEET TO POINT "A"; THENCE N. 00° 53' 36" W., 67.03 FEET; THENCE N. 44° 06' 24" E., 28.28 FEET; THENCE N. 89° 06' 24" E., 19.36 FEET; THENCE S. 00° 53' 36" E., 12.50 FEET; THENCE N. 00° 53' 36" W., 12.50 FEET; THENCE N. 89° 06' 24" E., 190.10 FEET; THENCE S. 45° 53' 36" E., 7.07 FEET; THENCE N. 44° 06' 24" E., 7.07 FEET; THENCE N. 89° 06' 24" E., 52.50 FEET; THENCE S. 89° 06' 24" W., 52.50 FEET; THENCE S. 44° 06' 24" W., 7.07 FEET; THENCE S. 45° 53' 36" E., 7.07 FEET; THENCE S. 00° 53' 36" E., 7.43 FEET; THENCE N. 89° 06' 24" E., 34.59 FEET; THENCE S. 89° 06' 24" W., 34.59 FEET; THENCE S. 00° 53' 36" E., 247.74 FEET; THENCE S. 89° 06' 24" W., 14.12 FEET; THENCE N. 89° 06' 24" E., 14.12 FEET; THENCE S. 00° 53' 36" E., 103.22 FEET; THENCE S. 44° 06' 24" W., 7.07 FEET; THENCE N. 45° 53' 36" W., 18.82 FEET; THENCE S. 45° 53' 36" E., 18.82 FEET; THENCE S. 44° 06' 24" W., 7.07 FEET; THENCE S. 89° 06' 24" W., 210.47 FEET; THENCE N. 00° 53' 36" W., 23.75 FEET; THENCE S. 00° 53' 36" E., 23.75 FEET; THENCE S. 89° 06' 24" W., 18.98 FEET; THENCE N. 00° 53' 36" W., 250.67 FEET; THENCE N. 89° 06' 24" E., 28.00 FEET; THENCE S. 89° 06' 24" W., 28.00 FEET; THENCE N. 00° 53' 36" W., 40.70 FEET TO THE POINT OF ENDING, POINT "A".

LEGAL DESCRIPTION: PARCEL

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
	10-06-2021	N.N.	H046-03	2 of 2
	REV. 03-04-2022			

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company, whose address is 44090 W. 12 Mile Rd., Novi, MI 48377 conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi for right-of-way purposes, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100-----Dollars (\$1.00).

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

Dated this 31st day of May, 2022.

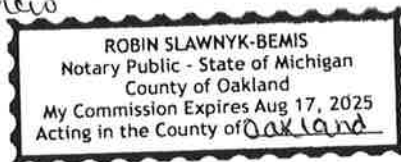
Signed by:

Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company

[Signature]
By: G. Joseph Schimizzi
Its: Managing Member

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 31st day of May, 2022, by G. Joseph Schimizzi the Managing Member of Novi Forum a Michigan Limited Liability Company.
DBA Fountain View



Robin Slawnyk-Bemis
Notary Public
Oakland County, Michigan
My Commission Expires:

When Recorded Return to: Cortney Hanson, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth M. Kudla 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
---	---	---

Part of Tax Parcel No. 50-22-10-400-074

Job No. _____ Recording Fee _____ Transfer Tax _____

Exhibit A

DESCRIPTION OF PROPERTY

RIGHT-OF-WAY DEDICATION

THE WEST 43.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING; AS DEPICTED ON EXHIBIT B.

PIN: 50-22-10-400-074

VACANT LAND



ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
44090 12 MILE ROAD
CITY OF NOVI, MI 48377
CONTACT:
JOSEPH SCHIMIZZI
PHONE: (888) 560-5540

SCALE

1" = 100'

DATE

10-06-2021

DRAWN

N.N.

JOB NO.

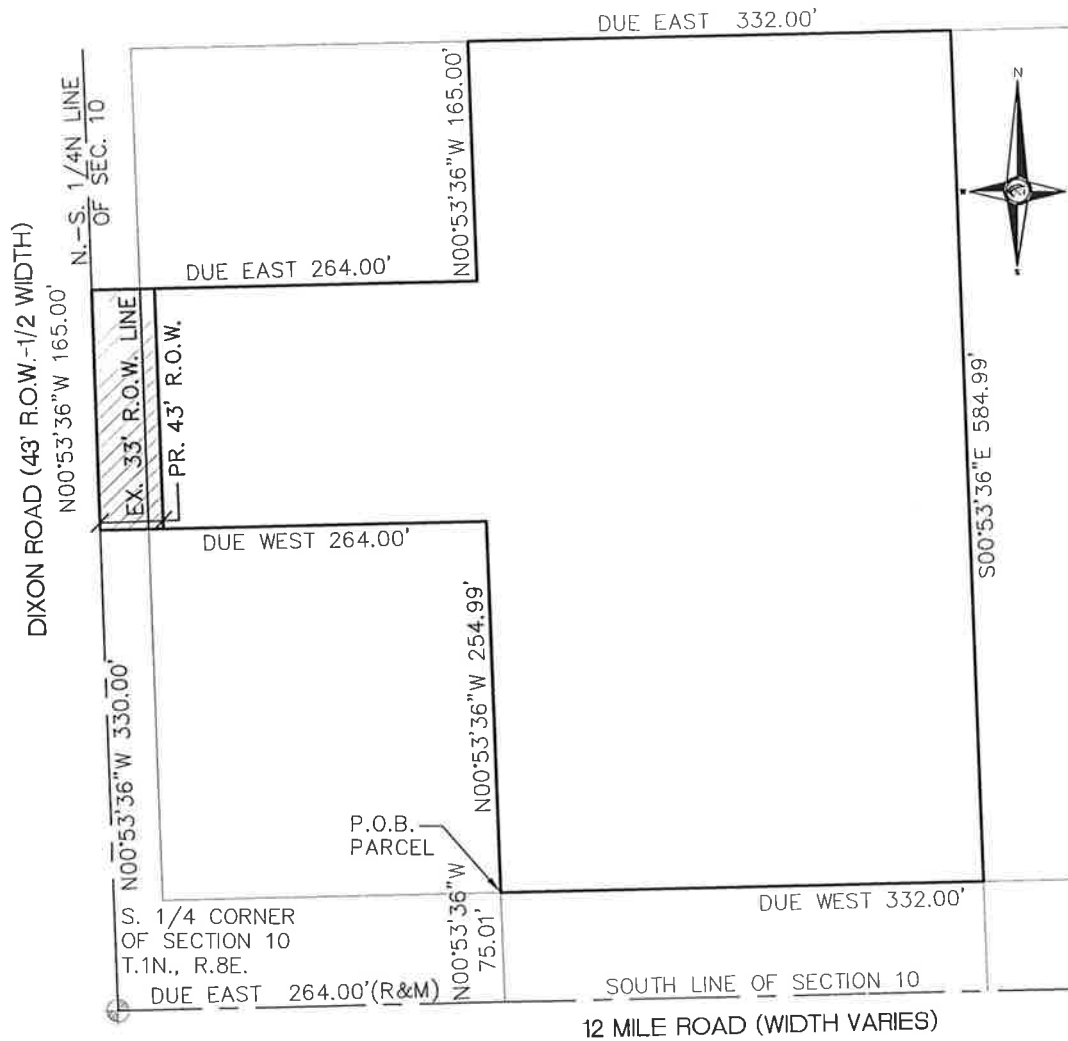
H046-03

SHEET

1 of 2

Exhibit B

RIGHT OF WAY DEDICATION



ENGINEERS
 NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL: (248) 332-7931
 FAX: (248) 332-8257

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
 44090 12 MILE ROAD
 CITY OF NOVI, MI 48377
 CONTACT:
 JOSEPH SCHIMIZZI
 PHONE: (888) 560-5540

SCALE
 1" = 100'

DATE
 10-06-2021

DRAWN
 N.N.

JOB NO.
 H046-03

SHEET
 2 of 2

SANITARY SEWER MANHOLE ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that that Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company whose address is 44090 W. 12 Mile Rd., Novi, MI 48377, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A]

Tax Parcel Identification Number: 50-22-10-400-074

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for a sanitary sewer monitoring manhole, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit A]

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

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

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sanitary sewer in the easement areas shown on the attached and incorporated Exhibit A.

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

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 31st day of May, 2021.

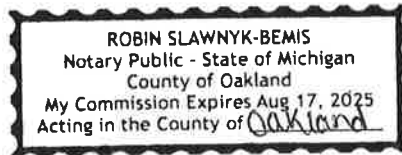
GRANTOR:

Novi Forum, LLC d/b/a Fountain View
Professional Center, a Michigan Limited
Liability Company

G. Joseph Schimizzi
By: G. Joseph Schimizzi
Its: Managing Member

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

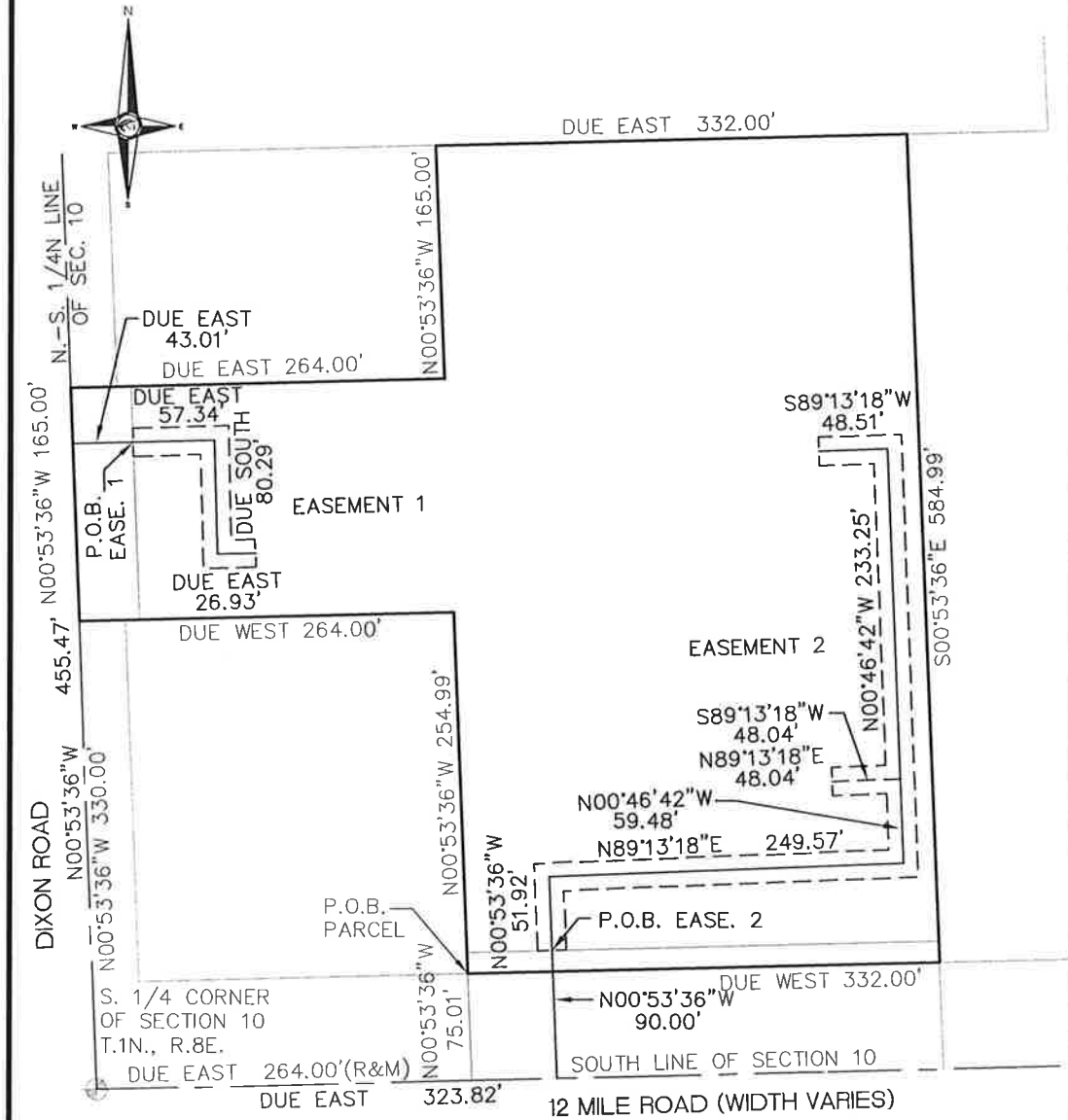
On this 31st day of May, 2021, before me, personally appeared the above named G. Joseph Schimizzi, the Managing Member of Novi Forum d/b/a Fountain View, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.



Robin Slawnyk-Bemis
Notary Public
Acting in Oakland County, MI
My commission expires 08/17/2025

Exhibit A

TWENTY (20.00) FOOT WIDE SANITARY ACCESS EASEMENT



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	10-06-2021	N.N.	H046-03	1 of 2

Exhibit A

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION: SANITARY ACCESS EASEMENT 1

THE CENTERLINE OF A TWENTY (20.00) FOOT WIDE SANITARY ACCESS EASEMENT, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 10, N. 00° 53' 36" W., 455.47 FEET; THENCE DUE EAST, 43.01 FEET TO A POINT ON THE EASTERLY 43.00 FOOT RIGHT-OF-WAY LINE OF DIXON ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING DUE EAST, 57.34 FEET; THENCE DUE SOUTH, 80.29 FEET; THENCE DUE EAST, 26.93 FEET TO THE POINT OF ENDING.

LEGAL DESCRIPTION: SANITARY ACCESS EASEMENT 2

THE CENTERLINE OF A TWENTY (20.00) FOOT WIDE SANITARY ACCESS EASEMENT, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 323.82 FEET; THENCE N. 00° 53' 36" W. 90.00 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 53' 36" W., 51.92 FEET; THENCE N. 89° 13' 18" E., 249.57 FEET; THENCE N. 00° 46' 42" W., 59.48 FEET; THENCE S. 89° 13' 18" W., 48.04 FEET; THENCE N. 89° 13' 18" E., 48.04 FEET; THENCE N. 00° 46' 42" W., 233.25 FEET; THENCE S. 89° 13' 18" W., 48.51 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
	10-06-2021	N.N.	H046-03	2 of 2

SANITARY SEWER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company, whose address is 44090 W. 12 Mile Rd., Novi, MI 48377, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A]

Tax Identification Number: 46-0571957

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for sanitary sewer, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit A]

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

Grantee may install, repair, replace, improve, modify and maintain the sanitary sewer lines, and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sanitary sewer in the easement areas shown on the attached and incorporated Exhibit A.

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

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 31st day of May, 2021.

GRANTOR:

Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company

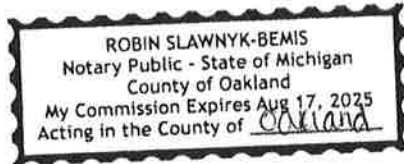
G. Joseph Schimizzi
By: G. Joseph Schimizzi
Its: Managing Member

STATE OF MICHIGAN)

)SS

COUNTY OF OAKLAND)

On this 31st day of May, 2022, before me, personally appeared the
above named G Joseph Schumacher the Managing member of
Novi Forum DBA Fountain View to me known to be the person described in and who
executed the foregoing instrument and acknowledged that they executed the same as
his free act and deed.



Robin Slawnyk-Bemis
Notary Public
Oakland County, MI
My commission expires 08/17/2025

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk
45175 Ten Mile
Novi, Michigan 48375

TWENTY (20.00) FOOT WIDE SANITARY SEWER EASEMENT



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	10-06-2021	N.N.	H046-03	1 of 2

Exhibit A

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

THE CENTERLINE OF A TWENTY (20.00) FOOT WIDE SANITARY SEWER EASEMENT BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 596.00 FEET; THENCE N. 00° 53' 36" W. 161.22 FEET TO THE POINT OF BEGINNING; THENCE N. 85° 12' 42" W., 22.64 FEET; THENCE N. 00° 46' 42" W., 282.25 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
	10-06-2021	N,N	11046-03	2 of 2

QUIT CLAIM DEED

KNOW ALL PERSONS that Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company, whose address is 44090 W. 12 Mile Rd., Novi, MI 48377, ("Grantor"), Quit Claim(s) to Board of County Road Commissioners of the County of Oakland, ("Board") State of Michigan, a public body corporate located at 31001 Lahser Road, Beverly Hills, Michigan 48025, a portion of the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to-wit:

Part of Tax Parcel No.: 50-22-10-400-074

LEGAL DESCRIPTION, ATTACHED AS "EXHIBIT A,"
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN

If this parcel is unplatted, the following applies: The grantor grants to the grantee the right to make 0 divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

Exempt from county and state taxation pursuant to MCL 207.505(a) and MCL 207.526(a).

WHEREFORE, the undersigned Grantor hereby creates, confirms, and conveys the Quit Claim Deed described herein for the sum of \$1.00.

Dated this 31st day of May, ~~2021~~ 2022

GRANTOR:
Novi Forum, LLC d/b/a Fountain View Professional Center,
a Michigan Limited Liability Company

[Signature]
By: G. Joseph Schimuzzi
Its: Managing Member

COUNTY OF OAKLAND)
) ss.
STATE OF MICHIGAN)

On this 31st day of May, 2022 ^{-2021,}
G. Joseph Schimuzzi the managing member of
Novi forum DBA Fountain View a limited liability corporation, executed the
foregoing document before me and, being duly sworn, on behalf of Novi forum DBA Fountain View
corporation, with its full authority and as its free act and deed.

[Signature: Robin Slawnyk-Bemis]
Notary Public
Acting in Oakland County, Michigan
My commission expires: 08/2025

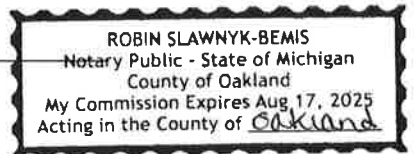


Exhibit A - LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10,
TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY,
MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF
SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10,
DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO THE
POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 15.00 FEET;
THENCE DUE EAST, 332.00 FEET; THENCE S. 00° 53' 36" E., 15.00 FEET;
THENCE DUE WEST, 332.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 4,980 SQUARE FEET OR 0.114 ACRES.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
44090 12 MILE ROAD
CITY OF NOVI, MI 48377
CONTACT:
JOSEPH SCHIMIZZI
PHONE: (888) 560-5540

SCALE
1" = 100'

DATE
10-06-2021

DRAWN
N.N.

JOB NO.
H046-03

SHEET
1 of 1

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Novi Forum, LLC d/b/a Fountain View Professional Center, whose address is 44244, 44264, 44284 W. 12 Mile Road, Novi, Michigan 48377, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply and sanitary sewer according to the easements and/or public rights-of-way therefore established described as follows:

{See the Attached and Incorporated Exhibit A)

In witness whereof, the undersigned has executed these presents this 18th day of October, 2022.

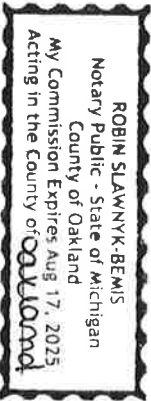
Signed by:

Novi Forum, LLC d/b/a Fountain View Professional
Center, a Michigan Limited Liability Company

Rob Slawnyk
By: Joseph Schimizzi

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

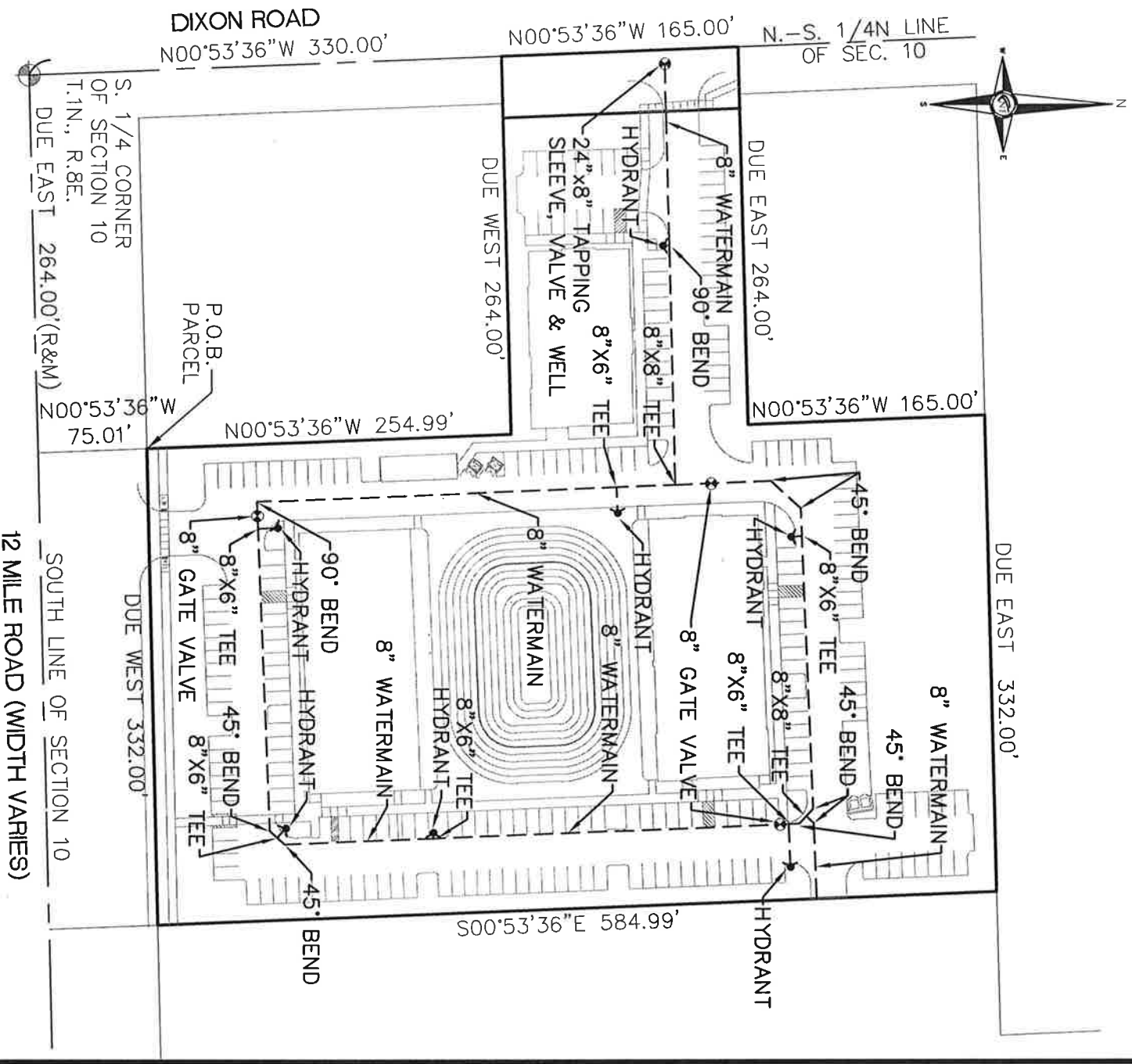
The foregoing instrument was acknowledged before me this 18th day of October, 2022, by G. Joseph Schimizzi, a Managing Member on behalf of said Limited Liability Company.



Rob Slawnyk-Bemis
Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by: Return To:
Elizabeth M. Kudla Cortney Hanson, Clerk
30903 Northwestern Highway City of Novi
Farmington Hills, MI 48334 45175 West Ten Mile Road
Novi, MI 48375-3024

Exhibit A
BILL OF SALE - WATERMAIN



ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE DATE DRAWN JOB NO. SHEET
1" = 100' 08-30-2022 N.N. H046-03 1 of 4

Exhibit A

BILL OF SALE - WATERMAIN

LEGAL DESCRIPTION: FOUNTAIN VIEW PROFESSIONAL CENTER

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.

PARCEL NO.: 50-22-10-400-074

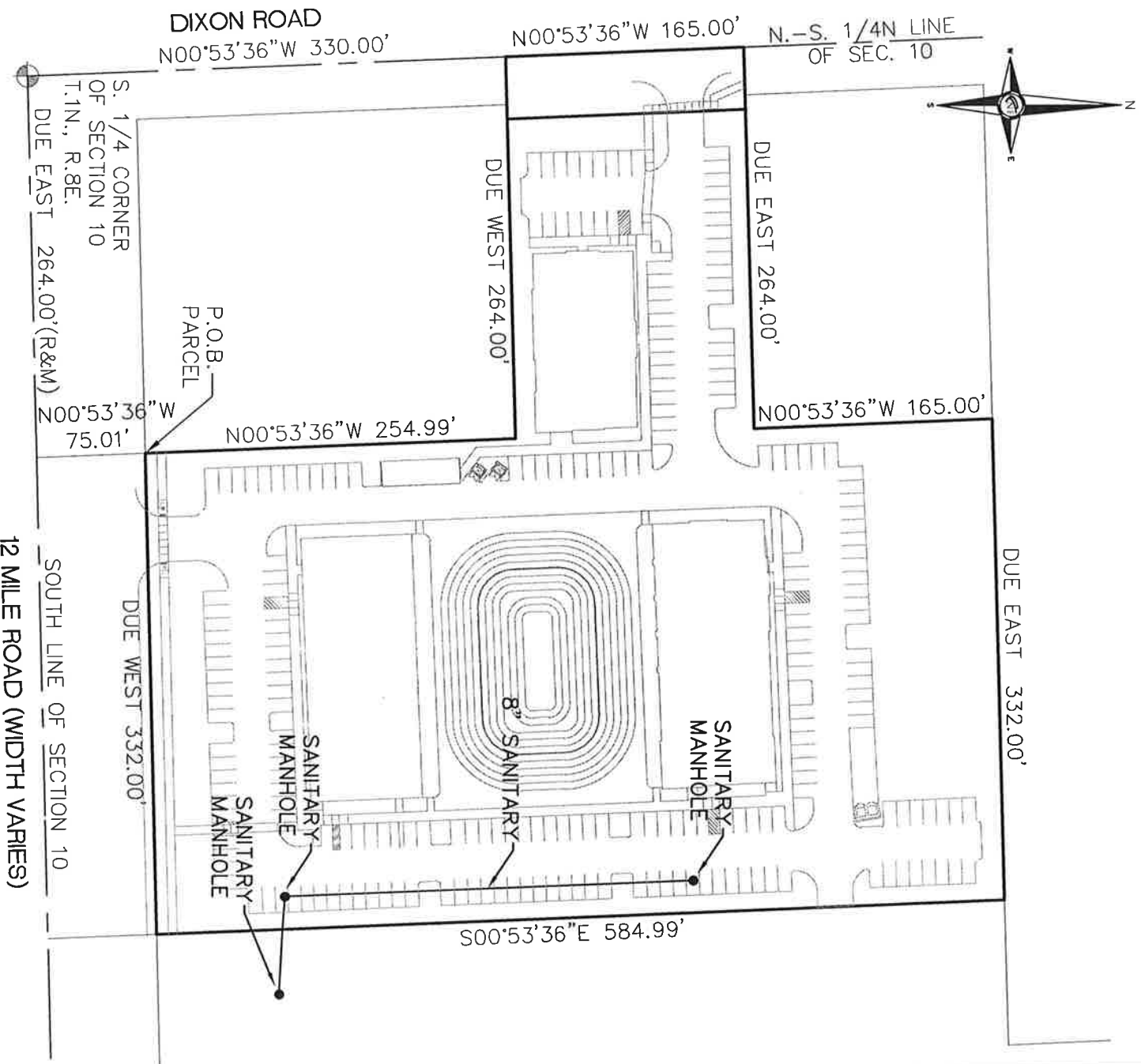


ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
	08-30-2022	N.N.	H046-03	2 of 4

Exhibit A
BILL OF SALE - SANITARY SEWER



ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE DATE DRAWN JOB NO. SHEET
1" = 100' 08-30-2022 N.N. H046-03 3 of 4

Exhibit A

BILL OF SALE - SANITARY SEWER

LEGAL DESCRIPTION: FOUNTAIN VIEW PROFESSIONAL CENTER

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOV, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.

PARCEL NO.: 50-22-10-400-074



ENGINEERS

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVE.

PONTIAC, MI 48342-5032

TEL. (248) 332-7931

FAX. (248) 332-8257

SCALE

DATE

DRAWN

JOB NO.

SHEET

08-30-2022

N.N.

H046-03

4 of 4



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

300 East Long Lake Road, Suite 300, Bloomfield Hills, Michigan, 48304,
(248)540-4102, mi.bloomfield@firstam.com

File No. 949868

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 949868

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 300 East Long Lake Road, Suite 300,
Bloomfield Hills, MI 48304

Issuing Office File No.: 949868

Commitment No.: 949868

Property Address: 44244 W 12 Mile Road, Novi, MI 48377

Revision:

SCHEDULE A

1. Commitment Date: October 04, 2021 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: A natural person or legal entity to be determined
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Novi Forum, LLC, a Michigan limited liability company
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 949868

Commitment No.: 949868

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by the Company and signed by or on behalf of all owners.
6. If the Company has been requested to limit the exception for rights of tenants to rights of tenant, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the company that there are no rights of first refusal or options to purchase in favor of any tenant.
7. Provide evidence of the purchase price and/or the amount of any mortgage to be insured and identify any Proposed insured. Once a Proposed insured has been identified, additional requirements and exceptions may be made.
This is a preliminary commitment. It is not effective and the Company assumes no liability until Schedule A of commitment is amended to include the name of the Proposed Insured and a proposed Policy Amount greater than \$0.00.
8. The property as described in this commitment covers the same land as that in the Oakland County Tax Rolls, however it is described differently, which may lead to the Deed to be insured to be rejected for recording. Submit evidence satisfactory to the Company that the legal description for the land to be insured has been approved by the Oakland County office.
9. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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10. Pay unpaid taxes and assessments unless shown as paid.
11. All Taxes paid to and including 2020
2020 Winter Taxes PAID in the amount of \$1,369.12
2021 Summer Taxes PAID in the amount of \$7,297.53, includes \$3,461.11 for Dixon Road Sanit
Tax Item No. 22-10-400-012, as to Parcel 1
Property Address: 44244 W 12 Mile Road, Novi, MI 48377
If any amounts are shown as DUE, the total does not include collection fees, penalties or interest.

Special Assessment for Dixon Road Sanitary Sewer 19 Parts, 3 Paid, 16 DUE.
12. All Taxes paid to and including 2020
2020 Winter Taxes PAID in the amount of \$3,885.66
2021 Summer Taxes PAID in the amount of \$10,888.15
Tax Item No. 22-10-400-067, as to Parcel 2
Property Address: 44244 W 12 Mile Road, Novi, MI 48377
If any amounts are shown as DUE, the total does not include collection fees, penalties or interest.

NOTE: The property described in this commitment has recently been split from a parcel assessed
under 22-10-400-012, as to Parcel 1 and 22-10-400-067, as to Parcel 2. The City of Novi has
informed First American Title Insurance Company that the property will be assessed for tax purposes
under 22-10-400-074.
13. If the Land is connected to public/community water or sewer, furnish a copy of the current bill to
First American Title Insurance Company showing that all charges have been paid to date or the Policy
to be issued will include an exception on Schedule B for water and sewer charges which became a
lien prior to the Date of Policy.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 949868

Commitment No.: 949868

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in [Liber 1514, page 292](#) and [Liber 2764, page 306](#), as to Parcel 1.
8. Terms and Conditions contained in Water System Easement as disclosed by instrument recorded in [Liber 40262, page 712](#), as to Parcel 1.
9. Terms and Conditions contained in Pathway Easement as disclosed by instrument recorded in [Liber 51225, page 870](#), as to Parcel 1.

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10. Terms and Conditions contained in Sanitary Sewer System Easement as disclosed by instrument recorded in [Liber 51844, page 598](#), as to Parcel 1.
11. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in [Liber 1501, page 15](#) and [Liber 1514, page 292](#), as to Parcel 2.
12. Overhead and Underground Electric Utility Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 22604, page 506](#), as to Parcel 2.
13. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
14. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the public records, as to Parcel 1.
15. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land, as to Parcel 1.
16. Rights of tenants, if any, under any unrecorded leases.
17. Lien for outstanding water or sewer charges, if any.

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 <p>Schedule C</p>	<p>ISSUED BY First American Title Insurance Company</p> <p>File No:949868</p>
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Commitment No.: 949868

Land in the City of Novi, Oakland County, MI, described as follows:

PARCEL 1:
 Part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point on the North and South 1/4 line of Section 10, also being the centerline of Dixon Road, North 00 degrees 52 minutes 00 seconds West, 330.00 feet from the South 1/4 corner of Section 10, Town 1 North, Range 8 East and proceeding thence along the North and South 1/4 line, also being the centerline of Dixon Road, North 00 degrees 52 minutes 00 seconds West, 165.00 feet; thence due East, 264.00 feet; thence due South 00 degrees 52 minutes 00 seconds East 165.00 feet; thence due West, 264.00 feet to the Point of Beginning.

ALSO DESCRIBED BY SURVEY AS FOLLOWS:
 Part of the Southwest 1/4 of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the South 1/4 of said Section, North 00 degrees 53 minutes 36 seconds West, 330.00 feet along the North-South 1/4 line of said Section 10 to the Point of Beginning; thence continuing along said North-South 1/4, North 00 degrees 53 minutes 36 seconds West, 165.00 feet; thence North 90 degrees 00 minutes 00 seconds East 264.00 feet; thence South 00 degrees 53 minutes 36 seconds East, 165.00 feet; thence North 90 degrees 00 minutes 00 seconds West, 264.00 feet to the Point of Beginning.

PARCEL 2:
 Part of the Southwest 1/4 of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant East 264.00 feet and North 00 degrees 52 minutes 00 seconds West 75.01 feet from the South 1/4 corner; thence North 00 degrees 52 minutes 00 seconds West 584.99 feet; thence East 332.00 feet; thence South 00 degrees 52 minutes 00 seconds East 584.99 feet; thence West 332.00 feet to the Point of Beginning.

ALSO DESCRIBED BY SURVEY AS FOLLOWS:
 Part of the Southwest 1/4 of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the South 1/4 corner of said Section 10; thence along the South line of said Section 10, Due East 264.00 feet; thence North 00 degrees 52 minutes 57 seconds West 75.01 feet to a point on the Northerly Right-of-Way line of 12 Mile Road (width varies) and the Point of Beginning; thence continuing North 00 degrees 52 minutes 57 seconds West 584.99 feet; thence Due East 332.00 feet; thence South 00 degrees 52 minutes 57 seconds East 584.99 feet to a point on said Northerly Right-of-Way line of 12 Mile Road; thence along said Northerly Right-of-Way line, Due West 332.00 feet to the Point of Beginning.

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First American Title Insurance Company

300 East Long Lake Road, Suite 300

Bloomfield Hills, MI 48304

Phone: (248)540-4102 / Fax: (866)550-1079

PR: METRO

Ofc: 2014 (3121)

Invoice

To: Acquire Realty Holdings
44090 12 Mile Road
Novi, MI 48377

Invoice No.: 3121 - 312159371

Date: 10/29/2021

Our File No.: 949868

Title Officer:

Escrow Officer: Pat Flinchum

Customer ID: 1711960

Liability Amounts

Attention:

Your Ref.:

RE: Property:
44244 W 12 Mile Road, Novi, MI 48377

Buyers: A natural person or legal entity to be determined

Sellers: Novi Forum, LLC

Description of Charge	Invoice Amount
Work Fee	\$500.00

INVOICE TOTAL **\$500.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

300 East Long Lake Road, Suite 300

Bloomfield Hills, MI 48304

**ROAD COMMISSION FOR OAKLAND COUNTY
RIGHT OF WAY DIVISION**

REQUIREMENTS FOR RIGHT OF WAY DEDICATION

The following information and documents will be required before any conveyance can be approved for submission to the Board of County Road Commissioners:

1. Master deed pages showing that the developer has retained the right to convey the roadways. If you are adding to existing road right of way on a county primary road a master deed is not required.
2. Metes and bounds description for the conveyance:
 - a. One description for each main (county) road
 - b. Description of the internal roads
 - c. Provide closure sheets for each description with acceptable closure
 - d. A Microsoft Word version of the legal description for each conveyance.
3. Exhibit sketches: The area being dedicated must be drawn out and provided (8-1/2 x 11"). An Exhibit A sketch and an Exhibit B legal description must be included with the Quit Claim Deed or Highway Easement. If the exhibit sketches are not legible (for example, a large subdivision or condominium) a set of plans with legible bearings and distances must also be submitted.
Note: Existing easements must be shown on the exhibits or a separate drawing indicating the liber and page number of the recording location(s).
4. Title Commitment: A current title commitment (***not older than 6 months***) for the roadways to be conveyed must be submitted. If the commitment shows mortgages, land contracts or other liens, a partial discharge/quit claim deed for these will be required from the lien holder.
5. Subordination clause: An agreement must be obtained from each owner of easement rights which cross the road right of way making their easement rights secondary to the rights of the Board of County Road Commissioners for Oakland County.
6. Quit Claim Deeds: Individual quit claim deeds are required for each county road. One quit claim deed can be submitted for all internal roads combined. ***Note, the existing county road and internal roads cannot be combined in one QCD.*** See QCD language on next page.
7. Easement: If the Road Commission agrees to accept an easement, it must be unconditional and in a form satisfactory to RCOC.
8. Legal Entity. Depending upon the type of legal entity involved, you will be required to submit the following:
 - A. Limited Liability Companies are required to submit:
 - a. Certified copy of the Articles of Organization
 - b. Certified copy of the Operating Agreement
 - c. Management Agreement (if applicable)
 - d. Certificate of Good Standing (can be obtained from Michigan Dept. of Consumer and Industry Services, Lansing, MI, 1.900.555.0031).
 - B. Partnerships are required to submit:
 - a. A copy of the Partnership Agreement
 - b. A copy of the current certificate of partnership
 - C. Corporations are required to submit:
 - a. A resolution authorizing the conveyance of the parcel to the RCOC

- b. Current Certificate of Good Standing

The Right of Way Division will provide sample deed(s) or easement(s) if the developer requests it.

If you have any questions about these requirements, please call Nena Cannon, Right of Way Division, 248/645-2000.

ADDITIONAL INFORMATION FOR CONVEYANCE DOCUMENT:

- Grantor:
- a. Developer's name and whether it is a Michigan corporation, limited liability company, partnership, etc.
 - b. Address
 - c. The name and title (president, partner, manager, member) of the person or persons who have the authority to convey.

The deed(s) or easement(s) it must include:

Grantee: **Board of County Road Commissioners, County of Oakland, State of Michigan, a public body corporate of 31001 Lahser Road, Beverly Hills, MI 48025**

Consideration: For the sum of \$1.00 (One Dollar)
Exempt from county and state transfer taxes pursuant to MCL 207.505(a), MCL 207.505(h)(i), MCL 207.526(a) and MCL 207.526(h)(i).

Deeds involving unplatted land require the following additional information:

The Grantor grants to the Grantee the right to make (0) divisions under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

When recorded return to: **Shannon J. Miller, Clerk's Office (OAK04)
ROAD COMMISSION FOR OAKLAND COUNTY
31001 Lahser Road, Beverly Hills, MI 48025**

Dates and all printing including the printing of witness's names beneath their signatures must be in **BLACK** ink.

December 2, 2022

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Fountain View Professional Center - Acceptance Documents Review
Novi # JSP19-0022
SDA Job No. NV21-218
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on December 2, 2022 against the Final Site Plan (Stamping Set) approved on November 10, 2021. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 06/06/2022: exhibit dated 03/04/2022)
Exhibit Approved
2. On-Site Sanitary Sewer Easement
(executed 05/31/2022: exhibit dated 10/06/2021)
Exhibit Approved
3. Sanitary Manhole Access Easement
(executed 05/31/2022: exhibit dated 10/06/2021)
Exhibit Approved
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed 05/31/2022: exhibit dated 10/06/2021)
Exhibits A, B, C, & D Approved.
5. Cross Access Easement
(unexecuted: exhibit dated 04/25/22)
Exhibits C & D Approved
6. Quit Claim Deed for 12 Mile Road Right-of-Way
(executed 05/31/2022, unrecorded, dated 10/06/2021)
Exhibits Approved
7. Warranty Deed for Dixon Road Right-of-Way
(executed 05/31/2022, unrecorded, dated 10/06/2021)
Exhibits Approved

Final Acceptance Documents

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

8. Bills of Sale: Sanitary Sewer System and Water Supply System
SUPPLIED – APPROVED.
9. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED.
10. Sworn Statement signed by Developer
SUPPLIED – APPROVED.

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

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

It should be noted that the Plan Review Center Report dated August 6, 2021 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Courtney Hanson, City of Novi
Madeleine Daniels, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Ben Peacock, City of Novi