



## CITY of NOVI CITY COUNCIL

[www.cityofnovi.org](http://www.cityofnovi.org)

**Agenda Item 1  
September 10, 2007**

**SUBJECT:** Consideration of Approval of form of Agreement Regarding Transfer of Land, involving City-owned property on the north side of Twelve Mile west of the CSX Railroad (parcel nos. 22-09-451-008 and 22-09-451-009) and other property located on Nine Mile Road adjacent the City's Rotary Park (parcel no 22-35-200-016).

**SUBMITTING DEPARTMENT:** City Manager

**CITY MANAGER APPROVAL:**

A handwritten signature in black ink, appearing to be the name of the City Manager, written over the 'CITY MANAGER APPROVAL:' text.

### **BACKGROUND INFORMATION:**

In March, 1998, the City was engaged in the acquisition of property necessary to make improvements to Taft Road (West Park Drive) near Twelve Mile. The improvements included utility extensions. The City entered into an agreement with the owner of the property that housed the former Steelcrete building, fronting on Twelve Mile. Under that agreement, the City obtained certain property interests in furtherance of that road/utilities project, and in return agreed to convey to the property owner certain property adjacent to the former Steelcrete building that the City had recently purchased. That property, known as the former John Carlo property, is located just west of the railroad tracks on the north side of Twelve Mile. The agreement generally provides that, once the City has determined how much of the former John Carlo property is not needed for right-of-way purposes (meaning for Twelve Mile improvements or any other right-of-way improvements), it will convey the excess property to the owner of the Steelcrete property.

Several years ago, the former owner of the Steelcrete property approached the City and requested conveyance of several acres of land under the March, 1998 agreement. For various reasons, that transaction was not consummated. The current owner of the Steelcrete property, Twelve West/Romel Casab, has renewed that request.

As part of the initial discussion, the City sent its environmental consultant to the property, who indicated that there are some materials in the wetlands on the property that should be removed. As part of its efforts to have the City determine to convey the excess property now—even though the Twelve Mile right-of-way improvements have not yet been built—Twelve West has promised to accomplish the removal of those materials. In addition, Twelve West has offered as an additional inducement to convey a parcel of property that it owns (or will own) on Nine Mile Road adjacent to the City's Rotary Park, to the City as part of the overall transaction. That parcel of property is approximately 2.3 acres in size. It has about 200 feet of frontage on Nine Mile and appears to have frontage on both sides of the Middle Rouge River in that area.

Council has expressed interest in light of these two offers by Twelve West in conveying some of the property now (approximately 7.5 acres) while retaining sufficient property (approximately 2.05 acres) for anticipated right-of-way improvements.

Attached is a *draft* of the proposed agreement along with *draft* exhibits thereto. The document is in draft form in the event Council wants to comment on the specifics of the agreement, which it is

seeing formally for the first time. The agreement generally provides that the City would convey the 7.5 acres of property while retaining 2.05 acres of land for right-of-way purposes. Twelve West would have 60 days to do an environmental inspection of the property before closing. If the property closes, Twelve West would then have the obligation to remove any materials from the property transferred that it confirms during inspection. If it fails to do so, the City can exercise self help and charge the cost of doing so to Twelve West. In return, Twelve West will also convey the 2.3 acre parcel of property on Nine Mile to the City. The City will have a similar amount of time to inspect that property.

In exchange, Twelve West would have the right to conduct grading on the area outside of the floodplain and wetlands. This would include the removal of trees and brush as shown on the plan attached as Exhibit D to the agreement. Appropriate applications for permit approval would be filed for that activity.

Immediately adjacent to the railroad tracks the City has retained 150 feet of frontage. From there, the right-of-way steps down to 120 feet, and then ultimately to 90 feet, all measured from the center line of Twelve Mile Road. The engineering department has stated that this area of property is sufficient to accommodate construction of a bridge over the railroad.

The attached draft agreement contains proposed City changes from the version requested by Twelve West. If Council has any additional changes, they should be identified at the meeting. Otherwise, Council's action, if it chooses to go forward with the transfer at this time, should be to direct the City Manager and City Attorney to finalize the agreement, including a final review of the exhibits thereto, for signature by the Mayor and Clerk.

**RECOMMENDED ACTION:** Consideration of Approval of form of Agreement Regarding Transfer of Land, involving City-owned property on the north side of Twelve Mile west of the CSX Railroad (parcel nos. 22-09-451-008 and 22-09-451-009) and other property located on Nine Mile Road adjacent the City's Rotary Park (parcel no 22-35-200-016), subject to final review and approval of terms and exhibits by the City Manager and City Attorney's office and submission for signature by the Mayor and Clerk thereafter.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

9/6/07

**DRAFT FORM OF AGREEMENT WITH CITY CHANGES [CLEAN]**

**CITY OF NOVI  
AGREEMENT REGARDING TRANSFER OF LAND**

**THIS AGREEMENT REGARDING TRANSFER OF LAND**, is made and entered into this \_\_\_\_\_ day of September, 2007, by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 (“**City**”); **Twelve West Properties, LLC.**, a Michigan limited liability company (“**TW**”), whose address is 45700 12 Mile Road, Novi, Michigan 48377, and **Twelve West Properties II, L.L.C.**, a Michigan limited liability company (“**TW II**”), whose address is 45700 Twelve Mile Road, Novi, Michigan 48377. TW and TW II are hereinafter collectively referred to as “**Twelve West.**”

**RECITALS**

- A. City is the owner of a certain parcel of real estate located in Novi, Oakland County, Michigan, a legal description of which is attached hereto as **Exhibit A** and made a part hereof, consisting of approximately 9.54 acres;
- B. Pursuant to an unrecorded Agreement dated March 16, 1998, attached hereto as **Exhibit B** and on record with the City (the “**Agreement**”), between the City and TW’s predecessor-in-interest, Steelcrete Company, Steelcrete transferred certain separate property to the City in connection with the construction of an extension of Taft Road and related utility improvements.
- C. The Agreement provided, in part, that the City would, at a later date, convey to Steelcrete that part of the City-owned property described in Exhibit A that the City determined was not needed for right-of-way purposes.
- D. The City has now determined which portion of the adjacent parcel is not expected to be needed by the City for planned right-of-way purposes, and, in accordance with the Agreement, the City seeks to convey such portion, consisting of approximately **7.50 acres**, described as “Parcel A” in the attached **Exhibit C**, to TW II as Steelcrete’s successor-in-interest (“**Parcel A**”) via Assignment from TW. The remaining retained right-of-way area on Exhibit C shall be hereinafter referred to as “**Retained Right-of-Way,**” consisting of approximately 2.05 acres.

E. Parcel A is being transferred to TW II with the understanding that it contains unknown materials, including, but not limited to, drum carcasses, tires, and other unknown quantities of debris (“**Unknown Materials**”) not placed there by the City, and with the further understanding that the City shall have no liability with respect to those Unknown Materials, whether or not they constitute hazardous materials, or some other substance, as between the City and Twelve West.

F. Parcel A is further being transferred to TW II with the additional understanding that Twelve West will remove the Unknown Materials, and clean up Parcel A and the Retained Right-of-Way, including, but not limited to, removal of any hazardous waste that may be located on Parcel A and the Retained Right-of-Way, at Twelve West’s sole expense; provided however, Twelve West retains the right to pursue recovery from any person or entity, other than the City, who deposited such Unknown Materials onto Parcel A or the Retained Right-of-Way. Twelve West shall secure all necessary permits and approvals in connection with the activities set forth herein, including all federal, state, and local environmental and wetlands permits. Permit applications submitted to the City will be given priority timing consideration by the City as submitted by Twelve West.

G. It is also the understanding of the City and TW II that TW II is permitted to fill and/or land balance certain low areas located on Parcel A (the parcel to be transferred) shown on the attached **Exhibit D**, which such areas the parties agree are not City regulated wetlands. Upon proper application and compliance with all requirements, the City agrees to issue such required permits to TW II or its contractor, to grade the site, to allow the fill and/or land balancing as herein referenced, and to allow the removal of scrub bushes along with all elms, ash and dead trees located on Parcel A, following closing and the approval of appropriate plans and permit applications in accordance with City ordinances and regulations.

H. In consideration of the above and conditioned upon compliance with the conditions set forth herein, the City desires to convey Parcel A to TW II.

I. In addition to the transfer of the City property to TW II, TW II has agreed, in light of the City’s determination to treat the City property as excess property under the Agreement, to convey to the City a roughly 2.7-acre parcel of property adjoining the City’s Rotary Park to the east (**Exhibit E**) by way of quit claim deed (the “**Exchange Property**”) as described in the attached Exhibit E, subject to certain terms and conditions.

J. The City and Twelve West desire to set forth their agreement in writing.

**NOW, THEREFORE**, in consideration of the Recitals set forth above, which are incorporated herein, and in consideration of the mutual covenants and agreements for each party to the other hereinafter set forth, Twelve West and the City agree as follows:

**Conveyance to TW II of The City-owned Property (Parcel A)**

1. Subject to the terms and conditions contained in this Agreement, the City shall convey Parcel A to TW II. At the closing described in Paragraph 10 below, the City shall execute and deliver a quitclaim deed (the “**Deed**”) transferring any and all interest of the City in Parcel A, to TW II, subject to existing easements, restrictions, and interests of record, including the City’s interests in the Retained Right-of-Way. The consideration provision of the deed shall reflect that Parcel A is exempt from transfer tax pursuant to MCL 207.505 (h)(i) and MCL 207.526 (h)(i) and further, the conveyance shall transfer to TW II all rights to divisions of Parcel A. The City makes no representations or guarantees regarding the state of marketable title of Parcel A, and TW II shall be responsible for all costs relating to obtaining marketable title to Parcel A. The City will cooperate with TW II in obtaining a tax split and/or combination, assigning a new parcel identification number to Parcel A, if necessary.

All real estate taxes and assessments, if any, that become due and payable on and after the date of Closing as to Parcel A shall be the responsibility of TW II.

2. PARCEL A IS BEING CONVEYED IN AN “AS IS” AND “ALL FAULTS” CONDITION, including, but not limited to, the environmental condition thereof, AS OF THE TIME OF CLOSING. Except as is specifically set forth in this Agreement and the Exhibits attached hereto (a) no statements or representations, express or implied, have been made or are made, and no information or documents supplied by the City are represented to be complete or accurate as of the date hereof, in regard to Parcel A; and (b) no responsibility has been or is assumed by the City or by any affiliate, person, firm, or agent acting or purporting to act on behalf of City as to: (i) the presence, as of the date hereof, of or absence on, in, or beneath or about Parcel A, as of the date hereof, of any materials, minerals or other substances, including, without limitation, any asbestos or any other “hazardous substances”; (ii) the condition or repair of Parcel A as of the date hereof; or (iii) any other fact or condition, as of the date hereof, which has or might affect Parcel A or the condition, repair, value, expense of operation, or income potential thereof, including without limitation as to any fact, any condition or defect that would be disclosed by a full, complete, and competent survey, and/or investigation of all public and governmental agency’s records and of Parcel A itself and each and every part or component thereof.

For purposes of this Agreement, the term “hazardous substance(s)” shall mean any hazardous or toxic material, substance, or waste, that is defined by or for which the production, processing, sale, handling, and/or disposal thereof is regulated as a hazardous or toxic material or waste under any applicable statute, law, rule, or regulation of any federal, state, or local governmental authority. The provisions of this paragraph shall survive the Closing of this transaction, but

apply to such condition existing on or related to Parcel A as of the date hereof, only, and does not apply to any future act or omission by the City.

3. Twelve West, by execution of this Agreement, unconditionally and irrevocably releases any and all claims which it may have against the City; any prior or existing agents, employees, officers, officials, of the City; and any heirs, personal representatives, successors, or assigns of City (the “**City Released Parties**”) arising out of or in conjunction with or relating in any manner whatsoever to (a) the use, treatment, generation, storage, disposal, placement, release, or transportation of any materials, minerals, or other substances, including Hazardous Substances, in, on, under, above, to, or from all or any portion of Parcel A and the Retained Right-of-Way, which occurred on or before the date of this Agreement or the Closing; (b) the presence of any materials, minerals, or other substances, Hazardous Substances, in, on, under, or above any portion of Parcel A and the Retained Right-of-Way, as of the date of this Agreement or the Closing; or (c) the migration of any materials, minerals, or substances, Hazardous Substances from all or any portion of Parcel A and the Retained Right-of-Way, which occurred prior to the date of this Agreement or the Closing (any use, treatment, generation, storage, disposal, placement, release, transportation, presence, or migration of any Hazardous Substances described above is referred to herein as an “**Environmental Condition**”). This release as to liability shall be binding on the successors, assigns and transferees of Twelve West and each successor or assign to all or any portion of Parcel A.
4. Twelve West shall be granted the right within 60 days of the date of this Agreement, to enter upon Parcel A in order to perform an investigation of the same, as deemed necessary or desirable by Twelve West, including environmental testing. The City grants Twelve West the right to enter upon Parcel A at all reasonable times and to undertake all reasonable activity for the purposes of conducting such investigation and testing. If at the end of said 60-day period Twelve West elects to not close on this Agreement because of the results of the environmental testing, then Twelve West shall have the option to terminate this Agreement, by giving written notice to the City, within 7 days following the expiration of said 60-day period, in which event this Agreement will be deemed terminated (along with the conveyance provisions of the attached Exhibit B) and of no further force or effect. If Twelve West fails to timely terminate this Agreement, then at the expiration of said 7-day period, following the 60 days period as aforesaid, the Closing shall occur as described in Paragraph 10 below.
5. In the event that Twelve West fails to carry out the responsibilities specified within Recital F above within 120 days from the Closing hereof, and/or in the event of a failure to remediate or restore Parcel A and the Retained Right-of-Way to a condition in accordance with all applicable laws and regulations, the City may serve written notice upon Twelve West, its successor, assign, or transferee, setting forth the deficiencies in clean-up, restoration, or remediation along with a demand that the deficiencies be cured within a stated reasonable time period. If

the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, but not less than 30 days after Twelve West receives written notice of such deficiencies, then the City shall thereupon have the power and authority, but not the obligation, to enter upon Parcel A, or cause its agents or contractors to enter Parcel A and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to clean-up, remediation, or restoration of Parcel A, for the purposes described above.

The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, shall be paid by Twelve West within 30 days of a billing to Twelve West. All unpaid amounts may be placed on the delinquent tax roll of the City, and shall accrue interest and penalties as, and shall be collected as, and shall be deemed, delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In addition to the right to perform the work described above, the City shall have the right to pursue its legal remedies in a court of competent jurisdiction. The prevailing party shall be entitled to recover its reasonable legal fees and costs for pursuing or defending the legal action, as the case may be.

6. Though the City understands that it is TW II's intent to develop Parcel A, and that TW II may seek to fill existing low areas on Parcel A, TW II understands and agrees that this Agreement in no way constitutes, nor shall it be construed or interpreted to constitute, an approval of, or promise by the City to approve, any development of any portion of Parcel A. However, pursuant to the plan attached as **Exhibit D**, TW II shall be permitted (upon receipt of a Land Improvement Permit and soil erosion permit duly applied for in compliance with all applicable federal, state, or local rules, regulations, and ordinances) to fill the low areas shown thereon, to grade the site, to allow the fill and/or land balancing in the locations as herein referenced, which the parties acknowledge and agree are not City regulated wetlands, and to allow the removal of scrub bushes along with certain elms, box elder, ash, and dead trees located on Parcel A as identified, flagged, and noted in the field by the City and/or its consultants and approved prior to any such action. Such review for approval and issuance of permits shall be completed by the City within 30 days following the date of Closing of this transaction. The City acknowledges that it has received (but has not reviewed or approved) from Twelve West the plans for the land balancing and tree removal as aforesaid. Except as to the trees described above, any requested tree removals shall be in accordance with applicable ordinances and regulations, including replacement requirements.
7. Twelve West expressly acknowledges the existence of a sanitary sewer easement and pipeline and related improvements in and over Parcel A, in the area and as depicted on the attached Exhibit C. The City makes no representations with regard to the existence of the easement and improvements there depicted on the



use or development of Parcel A. Twelve West also acknowledges the existence of an open drainage course along the railroad tracks, as described in **Exhibit F**, and shown as an easement on Exhibit C. The parties agree that an appropriate easement document reflecting this easement shall be recorded with the Oakland County Register of Deeds.

8. The attached Exhibit C depicts an area of Retained Right-of-Way, as well as the legal description thereof. The City shall keep and retain title to such area until after the completion, whenever such occurs, of all road improvements, including widening and grade separation to Twelve Mile Road within or adjacent to the Retained Right-of-Way area. Upon the City's sole determination that all planned or expected improvements to Twelve Mile Road are complete, the City shall convey the remaining area of the Retained Right-of-Way, if any, not needed for right-of-way improvements to TW II by Deed C, in form attached hereto as **Exhibit G**. Nothing herein shall prevent or limit the City's right to transfer title to the area permanently retained for right-of-way purposes to any other public agency.

**Conveyance of The Twelve West Property ("Exchange Property")**

9. With regard to the Exchange Property described on the attached Exhibit E (hereinafter referred to as "**the Exchange Property**"), the City shall be granted the right within 60 days of the date of this Agreement, to enter upon the Exchange Property in order to perform an investigation of the same, as deemed necessary or desirable by the City, including environmental testing. TW II grants the City the right to enter upon said property at all reasonable times and to undertake all reasonable activity for the purposes of conducting such investigation and testing. If at the end of said 60-day period the City elects to not take the Exchange Property, then the City shall have the option to terminate this Agreement, by giving written notice to TW II, within 7 days following the expiration of said 60-day period, in which event this Agreement will be deemed terminated and of no further force or effect. If the City fails to timely terminate this Agreement, then at the expiration of said 7-day period, following the 60-day period as aforesaid, the Closing shall occur as described in Paragraph 10 below.

A. Any taxes or assessments that have become a lien on the Exchange Property as of the date of Closing shall be paid by Twelve West. Current taxes, if any, shall be prorated and adjusted as of the date of Closing in accordance with the due date basis of the taxing authority in which the land is located. TW II shall have the right to deduct the fair market value of the Exchange Property which is being gifted to the City as a charitable gift as of the date of this Agreement.

B. Subject to the terms and conditions contained in this Agreement, TW II shall convey the Exchange Property to the City. At the closing described in Paragraph 10 below, TW II shall execute and deliver a quitclaim deed (the "**Exchange Deed**") transferring any and all interest of TW II in the Exchange



Property to the City. TW II makes no representations or guarantees regarding the state of marketable title of the Exchange Property, and the City shall be responsible for all costs relating to obtaining marketable title to the Exchange Property.

C. THE EXCHANGE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "ALL FAULTS" CONDITION, including, but not limited to, the environmental condition thereof, AS OF THE TIME OF CLOSING. Except as is specifically set forth in this Agreement and the Exhibits attached hereto (a) no statements or representations, express or implied, have been made or are made, and no information or documents supplied by Twelve West are represented to be complete or accurate as of the date hereof, in regard to the Exchange Property; and (b) no responsibility has been or is assumed by Twelve West or by any affiliate, person, firm, or agent acting or purporting to act on behalf Twelve West as to: (i) the presence, as of the date hereof, of or absence on, in, or beneath or about the Exchange Property, as of the date hereof, of any materials, minerals, or other substances, including, without limitation, any asbestos or any other "hazardous substances"; (ii) the condition or repair of the Exchange Property as of the date hereof; or (iii) any other fact or condition, as of the date hereof, which has or might affect the Exchange Property or the condition, repair, value, expense of operation, or income potential thereof, including without limitation as to any fact, any condition or defect that would be disclosed by a full, complete, and competent survey, and/or investigation of all public and governmental agency's records of the Exchange Property itself and each and every part or component thereof.

For purposes of this Agreement, the term "hazardous substance(s)" shall mean any hazardous or toxic material, substance, or waste, that is defined by or for which the production, processing, sale, handling, and/or disposal thereof is regulated as a hazardous or toxic material or waste under any applicable statute, law, rule, or regulation of any federal, state, or local governmental authority. The provisions of this paragraph shall survive the Closing of this transaction, but apply to such condition existing on or related to the Exchange Property as of the date hereof, only, and does not apply to any future act or omission by Twelve West.

D. The City, by execution of this Agreement unconditionally and irrevocably releases any and all claims which it may have against Twelve West; any prior or existing agents, employees, members, any heirs, personal representatives, successors, or assigns of Twelve West (the "**Twelve West Released Parties**") arising out of or in conjunction with or relating in any manner whatsoever to (a) the use, treatment, generation, storage, disposal, placement, release, or transportation of any materials, minerals, or other substances, including Hazardous Substances, in, on, under, above, to, or from all or any portion of the Exchange Property, which occurred on or before the date of this Agreement or the Closing; (b) the presence of any materials, minerals, or other substances,

Hazardous Substances, in, on, under, or above any portion of the Exchange Property, as of the date of this Agreement or the Closing; or (c) the migration of any materials, minerals, or substances, Hazardous Substances, from all or any portion of the Exchange Property, which occurred prior to the date of this Agreement or the Closing (any use, treatment, generation, storage, disposal, placement, release, transportation, presence, or migration of any Hazardous Substances described above is referred to herein as an "Environmental Condition"). This release as to liability shall be binding on the successors, assigns and transferees of the City and each successor or assign to all or any portion of the Exchange Property.

### **General Provisions**

10. Subject to the terms and conditions of this Agreement, the transactions contemplated under this Agreement shall be consummated at a meeting of the parties or their respective counsel (the "**Closing**") which shall take place 67 days after the date hereof. The City shall deliver and TW II shall accept possession of Parcel A upon the date of Closing, and TW II shall deliver and the City shall accept possession of the Exchange Property upon the date of Closing.
11. This Agreement and the Exhibits attached hereto embody the entire agreement between the parties in connection with the conveyances and there are no oral or parole agreements existing between the parties relating to this transaction which are not expressly set forth and covered hereby. This Agreement may not be modified except in writing signed by both parties.
12. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed to be a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.
13. No third party, other than the City and Twelve West, their heirs, personal representatives, successors and permitted assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of the City and Twelve West, their heirs, personal representatives, successors and permitted assigns, and not for the benefit of any other third party.
14. All notices required to be given hereunder shall be in writing. Notice shall be deemed as given hereunder: (a) upon personal delivery to the addresses set forth below; or, (b) upon receipt (or affirmative refusal to accept) if properly addressed

and sent certified mail, return receipt requested; or (c) upon depositing such notice in the custody of a nationally-recognized overnight delivery service and sent by overnight delivery; or (d) when sent by facsimile or telecopier transmission during normal business hours (i.e. 8:00 a.m. to 6:00 p.m., Monday through Friday), if such transmission is immediately followed by any of the other methods for giving notice. Notice shall be deemed properly addressed if sent to the following addresses:

Clay J. Pearson  
City Manager  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375  
(248) 347-0577 (Fax)

with a copy to:

Maryanne Cornelius  
City Clerk  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375  
(248) 347-0577 (Fax)

The City shall direct all notices under this Agreement to the following address or addresses:

Twelve West Properties  
45700 Twelve Mile Road  
Novi, MI 48377  
(248) 349-7600 (Fax)

With a copy to:  
Barry A. Steinway, Esquire  
30150 Telegraph Road, Ste 444  
Bingham Farms, MI 48025  
(248) 593-8714 (Fax)

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to agreements made and to be performed in that state. Should any court action be commenced at any time involving or concerning this Agreement, it is hereby agreed that jurisdiction and venue shall be in the State of Michigan, Circuit Court in Oakland County.

- 16. This Agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees, and shall be recorded with the Oakland County Register of Deeds.
- 17. Twelve West shall pay the cost of recording all deeds in connection with this Agreement, and the cost of all Michigan real estate transfer tax.
- 18. Twelve West may not assign this Agreement, in whole or in part, without the prior written consent of City, which consent shall not be unreasonably withheld if the assignee has sufficient ability and financial wherewithal, in the determination of the City, to undertake the affirmative acts described herein. All waivers, releases, and representations by Twelve West shall, however, survive such assignment.

**Tax Treatment.**

- 19. Income tax treatment for Twelve West of this transaction shall be as selected or utilized by Twelve West in regard to the contemplated conveyances hereunder so long as that tax treatment is in all respects legal and in compliance with all applicable laws, rules and statutory authority. The City shall have no responsibility or obligation in relation thereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF NOVI**

By: \_\_\_\_\_  
Name: David B. Landry  
Title: Mayor

By: \_\_\_\_\_  
Name: Maryanne Cornelius  
Title: Clerk

**TWELVE WEST PROPERTIES, LLC**  
a Michigan limited liability company

By: \_\_\_\_\_  
Romel Casab, Manager

**TWELVE WEST PROPERTIES II, LLC**  
a Michigan limited liability company

By: \_\_\_\_\_  
Romel Casab, Manager

WHEN RECORDED RETURN TO:  
BARRY A. STEINWAY, ESQUIRE  
30150 Telegraph Road, Suite 444  
Bingham Farms, MI 48025  
(248) 645-8202

EXHIBIT A      LEGAL DESCRIPTION OF ENTIRE PARCEL

EXHIBIT B      UNRECORDED 3/16/98 AGREEMENT

EXHIBIT C      AREA TO BE TRANSFERRED TO TWII AND RETAINED  
ROW

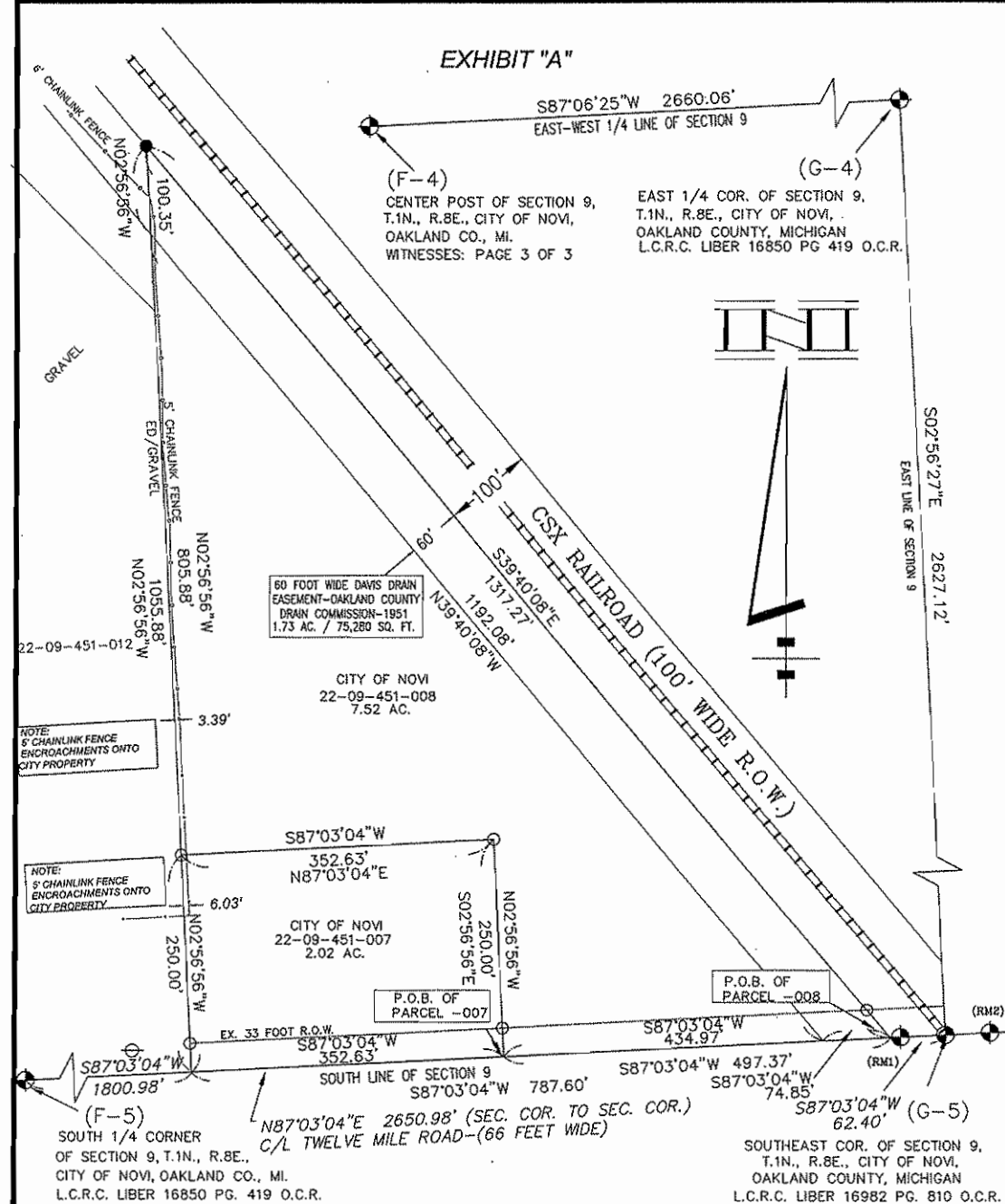
EXHIBIT D      GRADE/FILL PLAN

EXHIBIT E      EXCHANGE PROPERTY

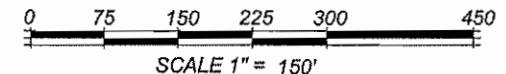
EXHIBIT F      DRAINAGE COURSE EASEMENT

EXHIBIT G      COVENANT DEED

**EXHIBIT "A"**



Certificate of Survey for: **12 WEST PROPERTIES II LLC**  
 45700 WEST 12 MILE ROAD  
 NOVI, MI 48374



- LEGEND**
- R. = RECORDED
  - M. = MEASURED
  - D. = DEEDED
  - C. = CALCULATED
  - ⊕ = SET 1/2" IRON BAR
  - = FOUND IRON
  - ⊙ = FOUND "T" IRON
  - ⊗ = CONCRETE MONUMENT
  - = FOUND IRON PIPE
  - ⊠ = LATH ON LINE
  - × = CHISELED "X"
  - = SET NAIL / SPIKE

I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above, and that the Ratio of Closure of the unadjusted field observations of such survey was 1:5000 and all the requirements of P.A. 132 of 1970 have been complied with.

By: *Joseph C. Kapelczak*  
 JOSEPH C. KAPELCZAK PLS # 24598

**JCK GROUP, INC.**  
 8165 RICHARDSON ROAD, SUITE 100  
 COMMERCE, MICHIGAN 48390  
 248-363-2550

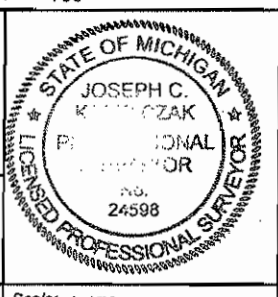




EXHIBIT "A"

LEGAL DESCRIPTION

OVERALL: PARCEL 22-09-451-008 & 22-09-451-007

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 9 AND THE CENTERLINE OF TWELVE MILE ROAD DISTANT S87°03'04"W, 62.40 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE CONTINUING ALONG SAID LINE S87°03'04"W, 787.60 FEET; THENCE N02°56'56"W, 1055.88 FEET; THENCE S39°40'08"E, 1317.27 FEET ALONG THE SOUTHWESTERLY ROW LINE OF THE CSX RAILROAD (100 FOOT WIDE) TO THE POINT OF BEGINNING, CONTAINING 9.54 ACRES OR 415,806 SQ.FT. PARCEL IS SUBJECT TO EASEMENTS OR RECORD, RESTRICTIONS, AND RIGHTS OF WAY TO THE PUBLIC. BEARINGS BASED ON N.A.D. 83 (1986), MI. S.P.C. SOUTH ZONE.

LEGAL DESCRIPTION

PARCEL 22-09-451-007

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 9 AND THE CENTERLINE OF TWELVE MILE ROAD DISTANT S87°03'04"W, 497.37 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE CONTINUING ALONG SAID LINE S87°03'04"W, 352.63 FEET; THENCE N02°56'56"W, 250.00 FEET; N87°03'04"E, 352.63 FEET; THENCE S02°56'56"E, 250.00 FEET; TO THE POINT OF BEGINNING, CONTAINING 2.02 ACRES OR 88,157 SQ.FT. PARCEL IS SUBJECT TO EASEMENTS OR RECORD, RESTRICTIONS, AND RIGHTS OF WAY TO THE PUBLIC. BEARINGS BASED ON N.A.D. 83 (1986), MI. S.P.C. SOUTH ZONE.

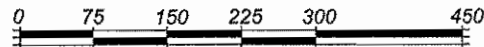
LEGAL DESCRIPTION

PARCEL 22-09-451-008

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 9 AND THE CENTERLINE OF TWELVE MILE ROAD A DISTANT S87°03'04"W, 62.40 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE CONTINUING ALONG SAID LINE S87°03'04"W, 434.97 FEET; THENCE N02°56'56"W, 250.00 FEET; THENCE S87°03'04"W, 352.63 FEET; THENCE N02°56'56"W, 805.88 FEET; THENCE S39°40'08"E, 1317.27 FEET ALONG THE SOUTHWESTERLY ROW LINE OF THE CSX RAILROAD (100 FOOT WIDE) TO THE POINT OF BEGINNING, CONTAINING 7.52 ACRES OR 327,649 SQ.FT. PARCEL IS SUBJECT TO EASEMENTS OR RECORD, RESTRICTIONS, AND RIGHTS OF WAY TO THE PUBLIC. BEARINGS BASED ON N.A.D. 83 (1986), MI. S.P.C. SOUTH ZONE.

CITY OF NOVI  
45175 WEST 10 MILE ROAD  
NOVI, MI 48374

Certificate of Survey for: 12 WEST PROPERTIES II LLC  
45700 WEST 12 MILE ROAD  
NOVI, MI 48374



<p><u>LEGEND</u></p> <p>R. = RECORDED M. = MEASURED D. = DEEDED C. = CALCULATED ⊕ = SET 1/2" IRON BAR ● = FOUND IRON ⊙ = FOUND "T" IRON ⊗ = CONCRETE MONUMENT ○ = FOUND IRON PIPE ⊠ = LATH ON LINE X = CHISELED "X" ◦ = SET NAIL / SPIKE</p>	<p>I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above, and that the Ratio of Closure of the unadjusted field observations of such survey was 1:5000 and all the requirements of P.A. 132 of 1970 have been complied with.</p> <p>By: <i>Joseph C. Kapelczak</i> JOSEPH C. KAPELCZAK RLS# 24598</p> <p><b>JCK GROUP, INC.</b> 8165 RICHARDSON ROAD, SUITE 100 COMMERCE, MICHIGAN 48390 248-363-2550</p>		
<p>Drawn By: M. STITT</p>	<p>Date: 05/11/2007</p>	<p>Job Number: 09837</p>	<p>Scale: 1:150</p>

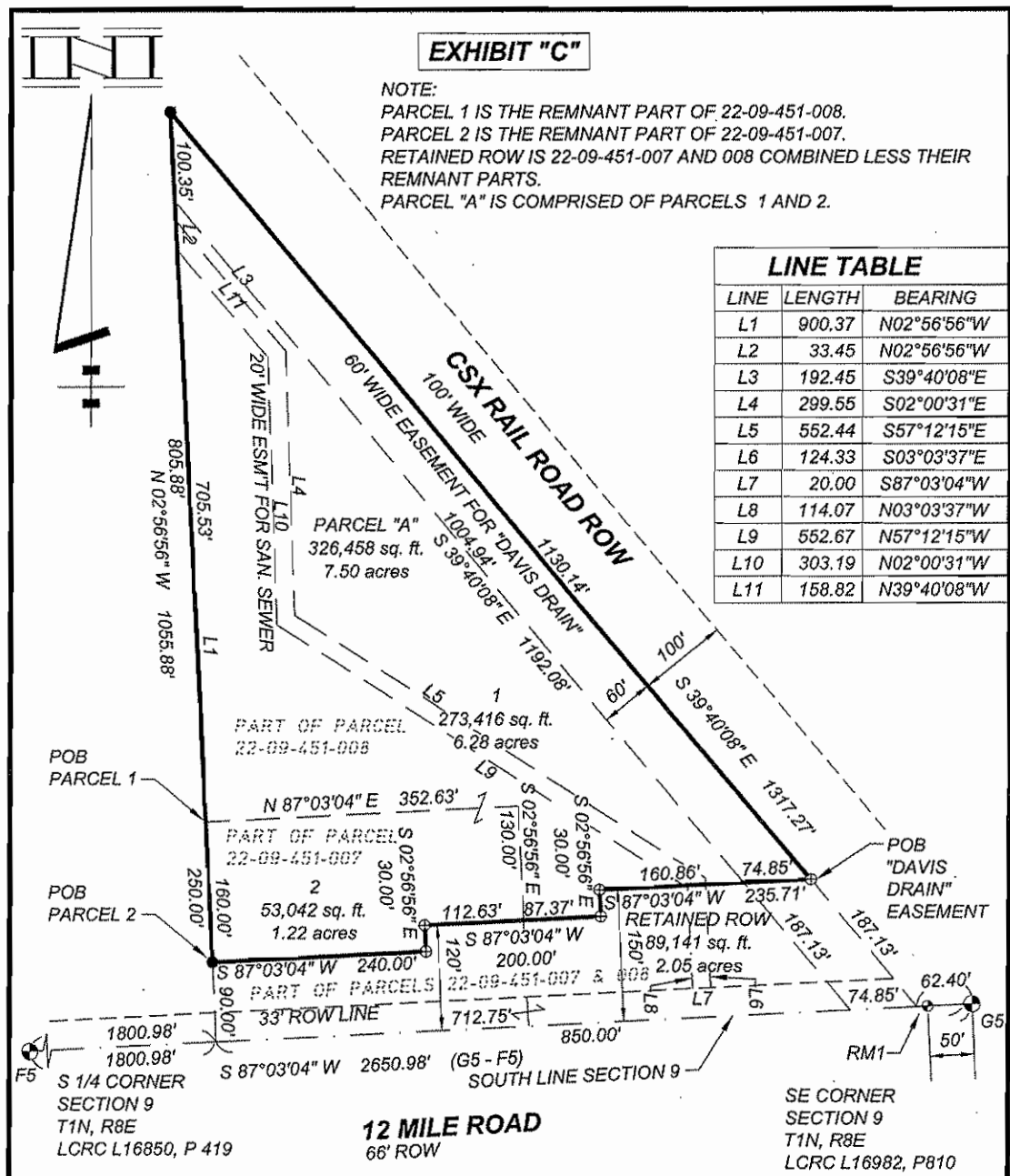
**Exhibit B**

**"[Attach March 16, 1998 Agreement]"**

**EXHIBIT "C"**

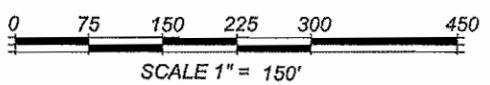
NOTE:  
 PARCEL 1 IS THE REMNANT PART OF 22-09-451-008.  
 PARCEL 2 IS THE REMNANT PART OF 22-09-451-007.  
 RETAINED ROW IS 22-09-451-007 AND 008 COMBINED LESS THEIR  
 REMNANT PARTS.  
 PARCEL "A" IS COMPRISED OF PARCELS 1 AND 2.

LINE	LENGTH	BEARING
L1	900.37	N02°56'56"W
L2	33.45	N02°56'56"W
L3	192.45	S39°40'08"E
L4	299.55	S02°00'31"E
L5	552.44	S57°12'15"E
L6	124.33	S03°03'37"E
L7	20.00	S87°03'04"W
L8	114.07	N03°03'37"W
L9	552.67	N57°12'15"W
L10	303.19	N02°00'31"W
L11	158.82	N39°40'08"W



**BEARINGS ARE BASED ON NAD83 (1986) SPC MI. SOUTH**

Certificate of Survey for: CITY OF NOVI  
 45175 WEST 10 MILE ROAD  
 NOVI, MI 48374  
 12 WEST PROPERTIES II LLC  
 45700 WEST 12 MILE ROAD  
 NOVI, MI 48374



- LEGEND**
- R. = RECORDED
  - M. = MEASURED
  - D. = DEEDED
  - C. = CALCULATED
  - ⊕ = SET 1/2" IRON BAR
  - ⊙ = FOUND IRON
  - ⊙ = FOUND "T" IRON
  - ⊙ = CONCRETE MONUMENT
  - = FOUND IRON PIPE
  - ⊠ = LATH ON LINE
  - X = CHISELED "X"
  - = SET NAIL / SPIKE

I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above, and that the Ratio of Closure of the unadjusted field observations of such survey was 1:5000 and all the requirements of P.A. 132 of 1970 have been complied with.

By: *Joseph C. Kapelczak*  
 JOSEPH C. KAPELCZAK, P.L.S. # 24598

**JCK GROUP, INC.**  
 8165 RICHARDSON ROAD, SUITE 100  
 COMMERCE, MICHIGAN 48390  
 248-363-2550



**EXHIBIT "C"**

DESCRIPTION PARCEL 1 (PART OF PARCEL 22-08-451-008)

PART OF THE SOUTHEAST 1/4 OF SECTION 9, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY MICHIGAN, DESCRIBED AS BEGINNING AT A POINT S87°03'04"W 850.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD, AND N02°56'56"W 250.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE CONTINUING N02°56'56"W 805.88 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE S39°40'08"E 1130.14 FEET ALONG SAID RIGHT OF WAY; THENCE S87°03'04"W 235.71 FEET; THENCE S02°56'56"E 30.00 FEET; THENCE S87°03'04"W 87.37 FEET; THENCE N02°56'56"W 130.00 FEET; THENCE S87°03'04"W 352.63 FEET TO THE POINT OF BEGINNING. CONTAINING 6.28 ACRES AND SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD. SUBJECT TO 60' WIDE EASEMENT FOR DRAINAGE PURPOSES KNOWN AS THE "DAVIS DRAIN".

DESCRIPTION PARCEL 2 (PART OF PARCEL 22-08-451-007)

PART OF THE SOUTHEAST 1/4 OF SECTION 9, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY MICHIGAN, DESCRIBED AS BEGINNING AT A POINT S87°03'04" 850.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 9 ALSO BEING THE CENTERLINE OF 12 MILE ROAD, AND N02°56'56"W 90.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE CONTINUING N02°56'56"W 160.00 FEET; THENCE N87°03'04"E 352.63 FEET; THENCE S02°56'56"E 130.00 FEET; THENCE S87°03'04"W 112.63 FEET; THENCE S02°56'56"E 30.00 FEET; THENCE S87°03'04"W 240.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.22 ACRES AND SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

DESCRIPTION RETAINED ROW (PART OF 22-08-451-007 AND 22-08-451-008)

PART OF THE SOUTHEAST 1/4 OF SECTION 9, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY MICHIGAN, DESCRIBED AS BEGINNING AT A POINT S87°03'04" 62.40 FEET ALONG THE SOUTH LINE OF SAID SECTION 9 ALSO BEING THE CENTERLINE OF 12 MILE ROAD; THENCE CONTINUING S87°03'04"W 787.60 FEET; THENCE N02°56'56"W 90.00 FEET; THENCE N87°03'04"E 240.00 FEET; THENCE N02°56'56"W 30.00 FEET; THENCE N87°03'04"E 200.00 FEET; THENCE N02°56'56"W 30.00 FEET; THENCE N87°03'04"E 235.71 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE S39°40'08"E 187.13 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING. CONTAINING 2.05 ACRES AND SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD. SUBJECT TO 60' WIDE EASEMENT FOR DRAINAGE PURPOSES KNOW AS THE "DAVIS DRAIN".

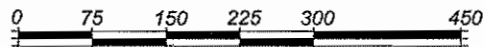
DESCRIPTION PARCEL "A" (PART OF PARCEL 22-08-451-007 AND 008)

PART OF THE SOUTHEAST 1/4 OF SECTION 9, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY MICHIGAN, DESCRIBED AS BEGINNING AT A POINT S87°03'04"W 850.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD, AND N02°56'56"W 250.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE CONTINUING N02°56'56"W 805.88 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE S39°40'08"E 1130.14 FEET ALONG SAID RIGHT OF WAY; THENCE S87°03'04"W 235.71 FEET; THENCE S02°56'56"E 30.00 FEET; THENCE S87°03'04"W 200.00 FEET; THENCE S02°56'56"E 30.00 FEET; THENCE S87°03'04"W 240.00 FEET TO THE POINT OF BEGINNING. CONTAINING 7.50 ACRES AND SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD. SUBJECT TO 60' WIDE EASEMENT FOR DRAINAGE PURPOSES KNOWN AS THE "DAVIS DRAIN".

**BEARINGS ARE BASED ON NAD83 (1986) SPC MI. SOUTH**

Certificate of Survey for: CITY OF NOVI  
45175 WEST 10 MILE ROAD  
NOVI, MI 48374

12 WEST PROPERTIES II LLC  
45700 WEST 12 MILE ROAD  
NOVI, MI 48374



SCALE 1" = 150'

<p><b>LEGEND</b> R. = RECORDED M. = MEASURED D. = DEEDED C. = CALCULATED ⊕ = SET 1/2" IRON BAR ● = FOUND IRON ⊙ = FOUND "T" IRON ⊗ = CONCRETE MONUMENT ○ = FOUND IRON PIPE ⊠ = LATH ON LINE X = CHISELED "X" ⊙ = SET NAIL / SPIKE</p>	<p>I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above, and that the Ratio of Closure of the unadjusted field observations of such survey was 1:5000 and all the requirements of P.A. 32 of 1970 have been complied with.</p> <p>By: <i>Joseph C. Kapelczak</i> JOSEPH C. KAPELCZAK RLS# 24598</p> <p><b>JCK GROUP, INC.</b> 8165 RICHARDSON ROAD, SUITE 100 COMMERCE, MICHIGAN 48390 248-363-2550</p>		
<p>Drawn By: M. STITT</p>	<p>Date: 05/11/2007</p>	<p>Job Number: 09837</p>	<p>Scale: 1:150</p>

**EXHIBIT "C"**

DESCRIPTION OF SANITARY EASEMENT

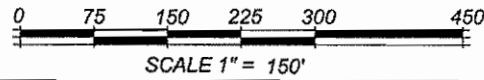
PART OF THE SOUTHEAST 1/4 OF SECTION 9, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY MICHIGAN, DESCRIBED AS BEGINNING AT A POINT S87°03'04" 850.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 9 ALSO BEING THE CENTERLINE OF 12 MILE ROAD, AND N02°56'56"W 900.27 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION SECTION 9; THENCE CONTINUING N02°56'56"W 33.62 FEET; THENCE S39°40'08"E 192.23 FEET; THENCE S02°00'31"E 299.55 FEET; THENCE S57°12'15"E 552.44 FEET; THENCE S03°03'37"W 124.33 FEET; THENCE S87°03'04"W 20.00 FEET; THENCE N03°03'37"W 114.07 FEET; THENCE N57°12'15"W 552.67 FEET; THENCE N02°00'31"W 303.19 FEET; THENCE N39°40'08"W 158.61 FEET TO THE POINT OF BEGINNING.

**BEARINGS ARE BASED ON NAD83 (1986) SPC MI. SOUTH**

Certificate of Survey for: CITY OF NOVI

45175 WEST 10 MILE ROAD  
NOVI, MI 48374

12 WEST PROPERTIES II LLC  
45700 WEST 12 MILE ROAD  
NOVI, MI 48374

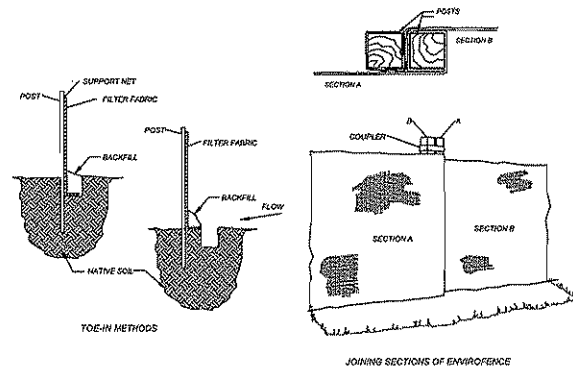


<p><b>LEGEND</b></p> <p>R. = RECORDED M. = MEASURED D. = DEEDED C. = CALCULATED ⊕ = SET 1/2" IRON BAR ● = FOUND IRON ⊙ = FOUND "T" IRON ⊗ = CONCRETE MONUMENT ○ = FOUND IRON PIPE ⊠ = LATH ON LINE X = CHISELED "X" ○ = SET NAIL / SPIKE</p>	<p>I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above, and that the Ratio of Closure of the unadjusted field observations of such survey was 1:5000 and all the requirements of P.A. 132 of 1970 have been complied with.</p> <p>By: <i>Joseph C. Kapelczak</i> JOSEPH C. KAPELCZAK, PLS # 24598</p> <p><b>JCK GROUP, INC.</b> 8165 RICHARDSON ROAD, SUITE 100 COMMERCE, MICHIGAN 48390 248-363-2550</p>		
<p>Drawn By: M. STITT</p>	<p>Date: 05/11/2007</p>	<p>Job Number: 09837</p>	<p>Scale: 1:150</p>

TAG# 812	8	MAPLE
TAG# 813	8	MAPLE
TAG# 814	10	MAPLE
TAG# 815	8	MAPLE
TAG# 816	8	ELM
TAG# 817	10	MAPLE
TAG# 818	8	MAPLE
TAG# 819	8	MAPLE
TAG# 820	8	MAPLE
TAG# 821	8	MAPLE
TAG# 822	8	MAPLE
TAG# 823	8	MAPLE
TAG# 824	10	MAPLE
TAG# 825	12	MAPLE
TAG# 826	12	MAPLE
TAG# 827	10	MAPLE
TAG# 828	8	CHERRY
TAG# 829	10	CHERRY
TAG# 830	8	MAPLE
TAG# 831	12	MAPLE
TAG# 832	8	MAPLE
TAG# 833	10	MAPLE
TAG# 834	12	CHERRY
TAG# 835	10	MAPLE
TAG# 836	10	MAPLE
TAG# 837	10	ELM
TAG# 838	18	ELM
TAG# 839	14	ELM
TAG# 840	16	CHERRY
TAG# 841	8	ASH
TAG# 842	8	ELM
TAG# 843	12	WALNUT
TAG# 844	8	WALNUT
TAG# 845	10	ELM
TAG# 846	12	CHERRY
TAG# 847	8	WALNUT
TAG# 848	8	WALNUT
TAG# 849	10	BOX ELDER
TAG# 850	10	BOX ELDER
TAG# 851	10	BOX ELDER
TAG# 852	14	BOX ELDER
TAG# 853	8	BOX ELDER
TAG# 854	8	BOX ELDER
TAG# 855	16	CHERRY
TAG# 856	12	ELM
TAG# 857	12	ELM
TAG# 858	14	MAPLE
TAG# 859	12	BOX ELDER
TAG# 860	8	BOX ELDER
TAG# 861	10	ASH
TAG# 862	8	BOX ELDER
TAG# 863	8	ELM
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TAG# 881	10	BOX ELDER
TAG# 882	18	MAPLE
TAG# 883	14	MAPLE
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TAG# 885	8	BOX ELDER
TAG# 886	8	MAPLE
TAG# 887	10	MAPLE
TAG# 888	12	BOX ELDER
TAG# 889	12	WALNUT
TAG# 890	18	WALNUT
TAG# 891	20	WALNUT
TAG# 892	14	WALNUT
TAG# 893	16	POPLAR
TAG# 894	8	WALNUT
TAG# 895	8	POPLAR
TAG# 896	18	POPLAR
TAG# 897	10	POPLAR
TAG# 898	18	BOX ELDER
TAG# 899	18	ASH
TAG# 900	12	MAPLE
TAG# 901	10	MAPLE
TAG# 902	24	POPLAR
TAG# 903	10	POPLAR
TAG# 904	18	POPLAR
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TAG# 935	12	POPLAR
TAG# 936	20	POPLAR
TAG# 937	12	POPLAR
TAG# 938	12	POPLAR
TAG# 939	20	POPLAR
TAG# 940	12	ELM
TAG# 941	12	ELM

**DESIGN AND CONSTRUCTION NOTES:**

- CENTERLINE OF PROPOSED DITCH WILL ACCOMMODATE A FUTURE 4 LANE ROAD TO CURRENT ROOC SPECIFICATIONS (12' LANES, 8' SHOULDER, 2' DEEP DITCH).
- CONSTRUCTION ACCESS ROAD IS EXISTING AND SERVICES BUILDINGS ON SITE. IT IS COMPRISED OF CRUSHED CONCRETE AND MILLINGS. REGRADE AND ADD CRUSHED CONCRETE AS NEEDED. EXISTING RETAINING WALL IS 2' THICK, STACKED CONCRETE BLOCKS 6' LONG X 2' HIGH.
- SITE FILL MATERIAL SHALL BE FREE OF ORGANIC MATERIAL, RUBBISH, AND GENERAL DEBRIS. SLOPES SHALL NOT EXCEED 1:4.
- SANITARY MANHOLE COVERS SHALL BE RAISED AS NEEDED TO FINISHED GRADE. SEE STANDARD DETAILS FOR ADJUSTMENT RING REFERENCES.
- EXISTING PARKING AREA SHALL BE UTILIZED FOR ACCESS TO WETLAND RECLAMATION AREA. TOPSOIL REMOVED FROM FILL AREA SHALL BE STOCK PILED HERE.
- OWNER MAY ELECT TO FILL OVER TOPSOIL. IS SO, AREA MAY BE USED FOR OTHER PURPOSES UNRELATED TO CONSTRUCTION.
- CRUSHED CONCRETE RUMBLE STRIP. MAINTAIN DURNING HAULING OPERATIONS. RESTORE ACCESS ROAD TO ORIGINAL CONDITION AFTER CONSTRUCTION.



ENVIROFENCE

- CONTRACTOR SHALL BE RESPONSIBLE FOR RESOLVING DRAINAGE PROBLEMS ON ADJACENT PROPERTIES, WHICH RESULT FROM THE DEVELOPER'S ACTIVITIES.
- SLOPE SMOOTHLY BETWEEN INDICATED ELEVATIONS TO PROVIDE POSITIVE DRAINAGE OF AREAS GRADED OR DISTURBED. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A WELL DRAINED SITE, FREE OF STANDING WATER.

**EROSION AND SEDIMENTATION CONTROL GENERAL NOTES:**

- SOIL EROSION & SEDIMENTATION CONTROLS SHALL CONFORM TO THE CITY OF NOVI CURRENT STANDARDS.
- PROJECT SHALL BE CONSTRUCTED IN COMPLIANCE WITH PART 91 OF ACT 461 OF 1994, AS AMENDED BY THE SOIL EROSION AND SEDIMENTATION CONTROL ACT.
- SEED AND MULCH OR SOD DENUIDED AREAS

**CONSTRUCTION SEQUENCE**

- INSTALL ALL PERIMETER SOIL EROSION CONTROL MEASURES AS SHOWN ON THE PLAN.
- INSTALL THE MUD MAT.
- REMOVE ALL TREES AND BRUSH AS REQUIRED FOR THE SITE DEVELOPMENT.
- PERIODICALLY CHECK, REPAIR, AND CLEAN ALL SOIL EROSION CONTROL MEASURES.
- STABILIZE THE REMAINDER OF THE SITE IN ACCORDANCE WITH SEED AND EROSION CONTROL BLANKETS OR SOD PEGGED IN PLACE WITHIN 5 DAYS OF ESTABLISHING FINAL GRADE OR WHENEVER DISTURBED AREAS WILL REMAIN UNCHANGED FOR 30 DAYS OR GREATER.
- CLEAN AROUND ALL TEMPORARY SOIL EROSION CONTROL MEASURES.
- ONCE THE SITE IS STABILIZED, CLEAN AROUND THE TEMPORARY SOIL EROSION MEASURES AGAIN AND REMOVE THEM.

**SOIL EROSION CONTROL MEASURE MAINTENANCE**

- RIP-RAP: INSPECT IMMEDIATELY AFTER THE FIRST RAINFALL FOLLOWING INSTALLATION. THEREAFTER, INSPECT FOLLOWING LARGE STORMS. CLEAN AND/OR REPAIR AS REQUIRED.
- SILT FENCE: SILT FENCES SHOULD BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND SEVERAL TIMES DURING PROLONGED RAINFALLS. IF THE FENCE IS SAGGING OR THE SOIL HAS REACHED ONE HALF THE HEIGHT OF THE FABRIC, THE SOIL BEHIND THE FABRIC MUST BE REMOVED AND DISPOSED OF IN A STABLE UPLAND SITE. THE SOIL CAN BE ADDED TO THE SPOIL PILE. IF THE FABRIC IS BEING UNDERCUT (I.E. IF THE WATER IS SEEPING UNDER THE FENCE), THE FENCE SHOULD BE REMOVED AND REINSTALLED FOLLOWING THE GIVEN PROCEDURES. FABRIC WHICH DECOMPOSES OR OTHERWISE BECOMES INEFFECTIVE SHOULD BE REMOVED AND REPLACED WITH NEW FILTER FABRIC IMMEDIATELY. FILTER FENCES SHOULD BE REMOVED ONCE VEGETATION IS WELL ESTABLISHED AND THE UP-SLOPE AREA IS FULLY STABILIZED OR UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- SEEDING, SODDING & MULCHING: SEEDS, SODDED OR MACHED AREAS SHOULD BE CHECKED FOLLOWING EACH RAIN TO ENSURE THE MATERIAL IS STAYING IN PLACE. ADDITIONAL TACKLING MATERIALS OR NETTING MAY NEED TO BE APPLIED TO HOLD THE AFORMENTIONED MATERIALS IN PLACE. MAINTENANCE PROCEDURES SHOULD ALSO BE FOLLOWED FOR THE BMP'S WHICH WERE IMPLEMENTED TO KEEP ERODED SOIL OR CONCENTRATED RUNOFF AWAY FROM THESE TARGET AREAS.
- ACCESS ROADS: PROPER MAINTENANCE MAY INCLUDE ADDING ADDITIONAL LAYERS OF STONE WHEN THE ORIGINAL STONE BECOMES COVERED WITH MUD. AFTER EACH STORM EVENT, INSPECT THE ROAD FOR EROSION AND MAKE ANY NECESSARY REPAIRS. ALL SEDIMENT DROPPED OR ERODED ONTO PUBLIC RIGHTS-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY SWEEPING.

**CONSTRUCTION TIMING**

INSTALL TEMPORARY SOIL EROSION CONTROL MEASURES.....AUG. 1  
 INSTALL MUD MAT.....AUG. 3  
 MASS GRADE SITE.....AUG. 4-11  
 FINAL SITE STABILIZATION.....AUG. 11-18  
 REMOVE TEMPORARY SOIL EROSION CONTROL MEASURES.....NOV. 15

FROM THE U.S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE  
 SOIL SURVEY FOR OAKLAND COUNTY MICHIGAN ISSUED MARCH, 1982:

- 11B CAPAC SANDY LOAM, 0-4% SLOPES
- 26 SLOAN SILT LOAM
- 10C MARLETTE SANDY LOAM 1-6% SLOPES
- 11B CAPAC SANDY LOAM 0-4%

**EROSION CONTROL MEASURES**

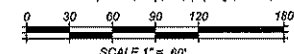
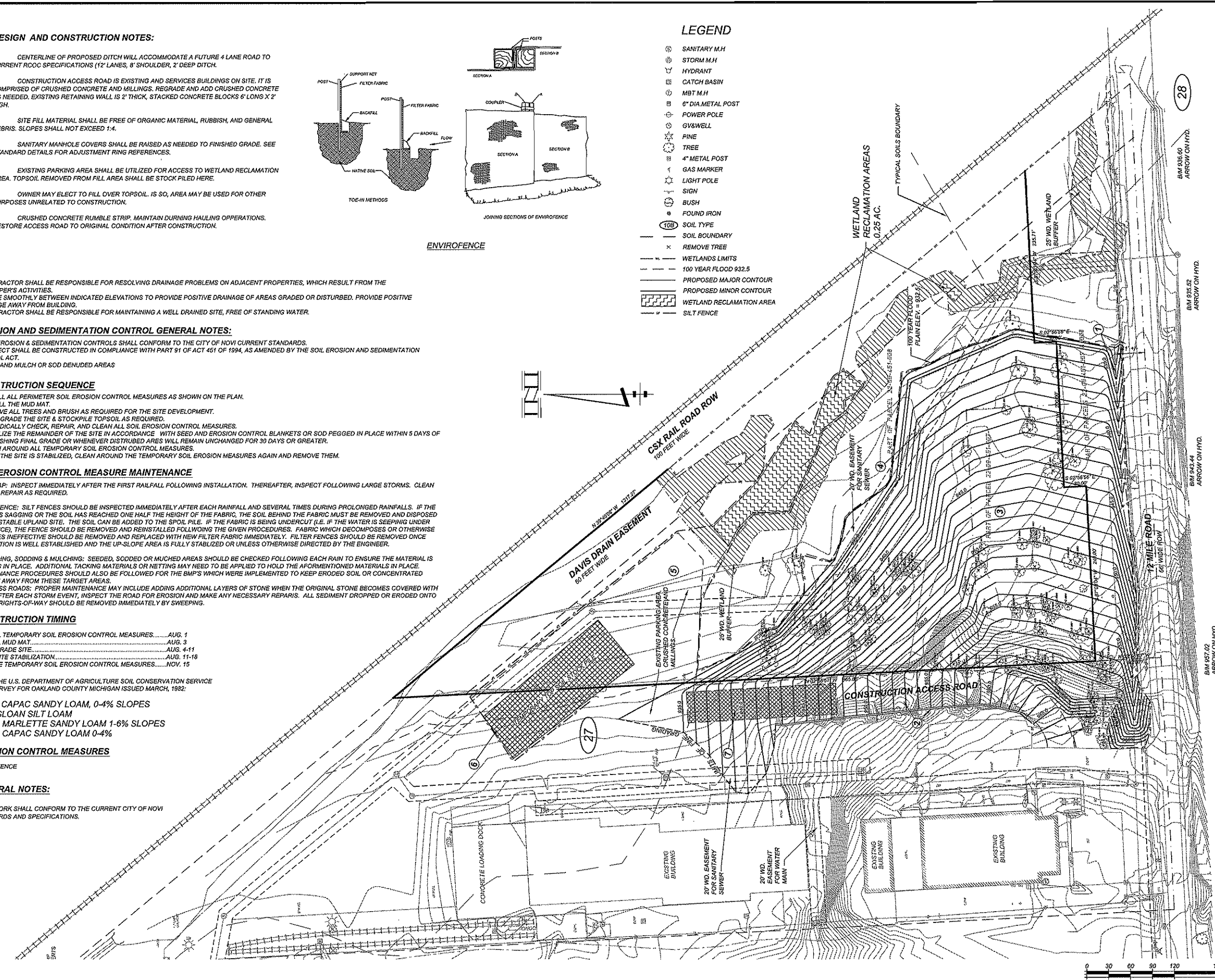
- SILT FENCE

**GENERAL NOTES:**

- ALL WORK SHALL CONFORM TO THE CURRENT CITY OF NOVI STANDARDS AND SPECIFICATIONS.

**LEGEND**

- SANITARY M.H
- STORM M.H
- HYDRANT
- CATCH BASIN
- MBT M.H
- 6" DIA. METAL POST
- POWER POLE
- G.V. WELL
- PINE
- TREE
- 4" METAL POST
- GAS MARKER
- LIGHT POLE
- SIGN
- BUSH
- FOUND IRON
- SOIL TYPE
- SOIL BOUNDARY
- WETLANDS LIMITS
- 100 YEAR FLOOD 932.5
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- WETLAND RECLAMATION AREA
- SILT FENCE



Consulting Engineers Architects Land Surveyors  
 Environmental Services Planners  
 8185 Richardson Road, Commerce, MI 48390  
 Phone (248) 363-2550 Fax (248) 363-1646

**J&K**

**TRI-COUNTY SURVEYING INC.**  
 300 EAST WASHINGTON  
 HOLLY, MICHIGAN 48642  
 248-624-8541

LEGEND:  
 ○ = FOUND T. ROW  
 ○ = CONCRETE MONUMENT  
 ○ = FOUND ROW/PIPE  
 ○ = FOUND IRON  
 ○ = SET T. ROW BAR  
 ○ = SET IRON BAR  
 ○ = SET WAL. / SINK

EXHIBIT "D"

12 WEST PROPERTIES II  
 45700 W. 12 MILE ROAD  
 NOVI, MI 48374

DRAWN BY:  
 M. STITT  
 SCALE:  
 1"=60'  
 FOR NUMBER:  
 09837  
 DATE:  
 06/08/2007  
 SHEET #  
 1

BM 936.60  
 ARROW ON HYD.

BM 936.52  
 ARROW ON HYD.

BM 935.44  
 ARROW ON HYD.

BM 937.02  
 ARROW ON HYD.

BM 937.08  
 ARROW ON HYD.

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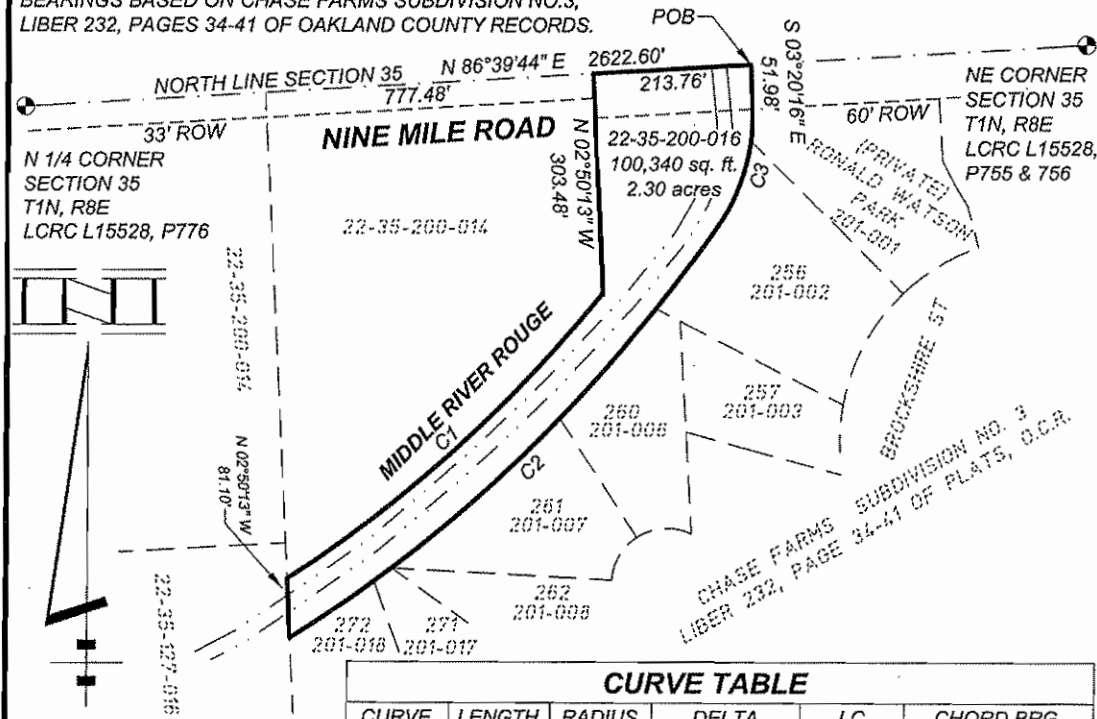


DESCRIPTION 22-35-200-016

**EXHIBIT "E"**

PROPERTY IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING A POINT ON THE NORTH LINE OF SECTION 35, AND THE CENTERLINE OF NINE MILE ROAD S86°39'44"W, 1631.36 FEET FROM THE NORTHEAST CORNER OF SECTION 35; THENCE S03°20'16"E, 51.98 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, 188.86 FEET ON THE WESTERLY LINE OF CHASE FARMS SUBDIVISION NO. 3 AS RECORDED IN LIBER 232 PAGES 34-41 OF PLATS, OAKLAND COUNTY RECORDS TO A POINT OF COMPOUND CURVE, SAID CURVE HAVING A RADIUS OF 285.00 FEET, CENTRAL ANGLE OF 37°58'05" AND CHORD BEARING AND DISTANCE OF S15°38'47"W 185.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 809.23 FEET ALONG SAID WESTERLY LINE OF CHASE FARMS SUBDIVISION NO. 3 TO A POINT ON A CURVE, BEING THE NORTHWEST CORNER OF LOT 272, SAID CURVE HAVING A RADIUS OF 2035.00 FEET, CENTRAL ANGLE OF 22°47'02" AND CHORD BEARING AND DISTANCE OF S46°01'21"W 803.91 FEET; THENCE N02°50'13"W 81.10 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 584.93 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF 1965.00 FEET, CENTRAL ANGLE OF 17°03'19" AND CHORD BEARING AND DISTANCE OF N47°42'48"E 582.77 FEET; THENCE N02°50'13"W 303.48 FEET TO THE NORTH LINE OF SECTION 35; THENCE N86°39'44"E 213.76 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, CONTAINING 2.30 ACRES, OR 100,340 SQUARE FEET, PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

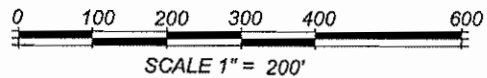
BEARINGS BASED ON CHASE FARMS SUBDIVISION NO.3, LIBER 232, PAGES 34-41 OF OAKLAND COUNTY RECORDS.



CURVE	LENGTH	RADIUS	DELTA	LC	CHORD BRG.
C1	584.93	1965.00	17°03'19"	582.77	N47°42'48"E
C2	809.23	2035.00	22°47'02"	803.91	S46°01'21"W
C3	188.86	285.00	37°58'02"	185.42	S15°38'47"W

Certificate of Survey for: CITY OF NOVI  
45175 WEST 10 MILE ROAD  
NOVI, MI 48374

BELLEVUE VENTURES, INC.  
45700 WEST 12 MILE ROAD  
NOVI, MI 48374



- LEGEND**
- R. = RECORDED
  - M. = MEASURED
  - D. = DEEDED
  - C. = CALCULATED
  - ⊕ = SET 1/2" IRON BAR
  - = FOUND IRON
  - ⊙ = FOUND "T" IRON
  - ⊗ = CONCRETE MONUMENT
  - = FOUND IRON PIPE
  - ⊠ = LATH ON LINE
  - X = CHISELED "X"
  - ⦿ = SET NAIL / SPIKE

I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above, and that the Ratio of Closure of the unadjusted field observations of such survey was 1:5000 and all the requirements of P.A. 132 of 1970 have been complied with.

By: *Joseph C. Kapelczak*  
JOSEPH C. KAPELCAK RES # 24598

**JCK GROUP, INC.**  
8165 RICHARDSON ROAD, SUITE 100  
COMMERCE, MICHIGAN 48390  
248-363-2550



Drawn By: M. STITT

Date: 6/05/2007

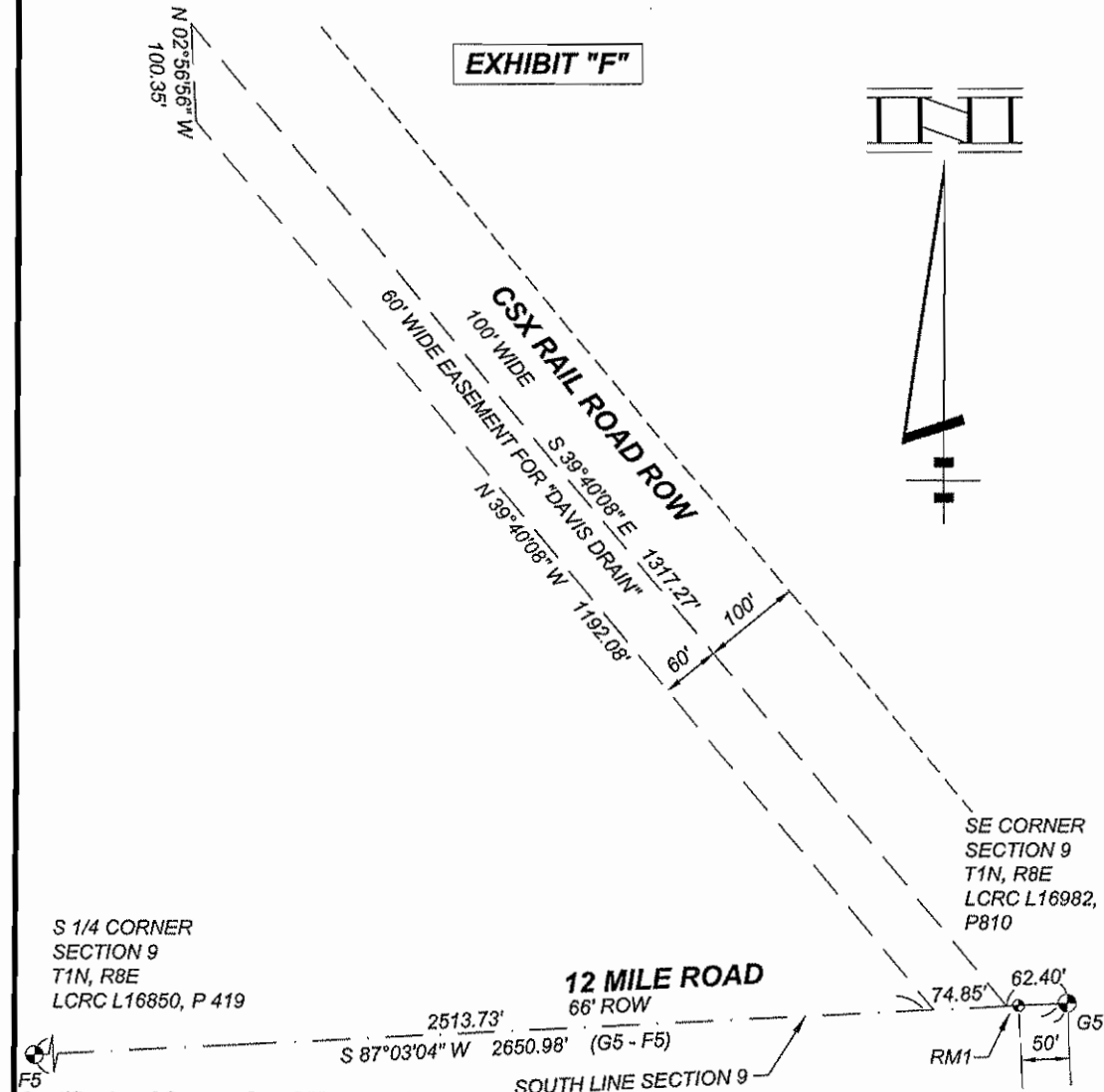
Job Number: 09837

Scale: 1:200



DESCRIPTION OF "DAVIS DRAIN" EASEMENT

PART OF THE SOUTHEAST 1/4 OF SECTION 9, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY MICHIGAN, DESCRIBED AS BEGINNING AT A POINT S87°03'04" 62.40 FEET ALONG THE SOUTH LINE OF SAID SECTION 9 ALSO BEING THE CENTERLINE OF 12 MILE ROAD FROM THE SOUTHEAST CORNER OF SAID SECTION 9 TO THE SOUTHWESTERLY LINE OF THE CSX RAILROAD RIGHT OF WAY (100 FEET WIDE); THENCE CONTINUING S87°03'04"W 74.85 FEET ALONG SAID SOUTH SECTION LINE; THENCE N39°40'08"W 1192.08 FEET; THENCE N02°56'56"W 100.35 TO THE SOUTHWESTERLY LINE OF THE CSX RAILROAD RIGHT OF WAY (100 FEET WIDE); THENCE S39°40'08"E 1317.27 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

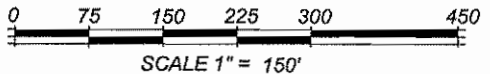


S 1/4 CORNER SECTION 9 T1N, R8E LCRC L16850, P 419

SE CORNER SECTION 9 T1N, R8E LCRC L16982, P810

12 MILE ROAD 66' ROW SOUTH LINE SECTION 9

Certificate of Survey for: CITY OF NOVI  
 45175 WEST 10 MILE ROAD  
 NOVI, MI 48374  
 12 WEST PROPERTIES II LLC  
 45700 WEST 12 MILE ROAD  
 NOVI, MI 48374



- LEGEND**
- R. = RECORDED
  - M. = MEASURED
  - D. = DEEDED
  - C. = CALCULATED
  - ⊕ = SET 1/2" IRON BAR
  - = FOUND IRON
  - ⊖ = FOUND "T" IRON
  - ⊙ = CONCRETE MONUMENT
  - = FOUND IRON PIPE
  - ⊠ = LATH ON LINE
  - × = CHISELED "X"
  - = SET NAIL / SPIKE

I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above, and that the Ratio of Closure of the unadjusted field observations of such survey was 1:5000 and all the requirements of P.A. 132 of 1970 have been complied with.

By: *Joseph C. Kapelczak*  
 JOSEPH C. KAPELCZAK RLS # 24598

**JCK GROUP, INC.**  
 8165 RICHARDSON ROAD, SUITE 100  
 COMMERCE, MICHIGAN 48390  
 248-363-2550



Drawn By: M. STITT

Date: 05/11/2007

Job Number: 09837

Scale: 1:150

**COVENANT DEED**

The Grantor, City of Novi, a Michigan municipal corporation

whose address is 45175 West Ten Mile Road, Novi, Michigan 48375

conveys to Twelve West Properties II, L.L.C., a Michigan limited liability company

whose address is 457100 12 Mile Road, Novi, Michigan 48377

the following described premises situated in the City of Novi, County of Oakland, and State of Michigan, to-wit:

**See, Exhibit AA@ Attached Hereto and Made a Part Hereof**

Tax I.D. No.:

for the full consideration of Ten and 00/100 (\$10.00) Dollars, subject to building and use restrictions of record.

Grantor, for itself and its successors, does covenant, promise and agree, to and with Grantee, Grantee's heirs and assigns, that Grantor has not done or suffered to be done anything hereby the premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that Grantor will forever defend title to the premises, against all persons lawfully claiming or who may claim the same, by, through or under Grantor but not otherwise.

Dated this \_\_\_\_ day of August, 2007

CITY OF NOVI,  
a Michigan Municipal corporation

By:

\_\_\_\_\_  
David B. Landry, Mayor

STATE OF MICHIGAN }  
COUNTY OF OAKLAND }ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2007, by David B. Landry, Mayor of the City of Novi, a Michigan municipal corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County; Acting in \_\_\_\_\_ County,

Michigan

Instrument Drafted By:  
BARRY A. STEINWAY, ESQUIRE

Recording Fee: \$17.00

State and County Transfer Taxes:  
Exempt Pursuant to §MCLA 207.505(h)(i) and 207.526(h)(i)

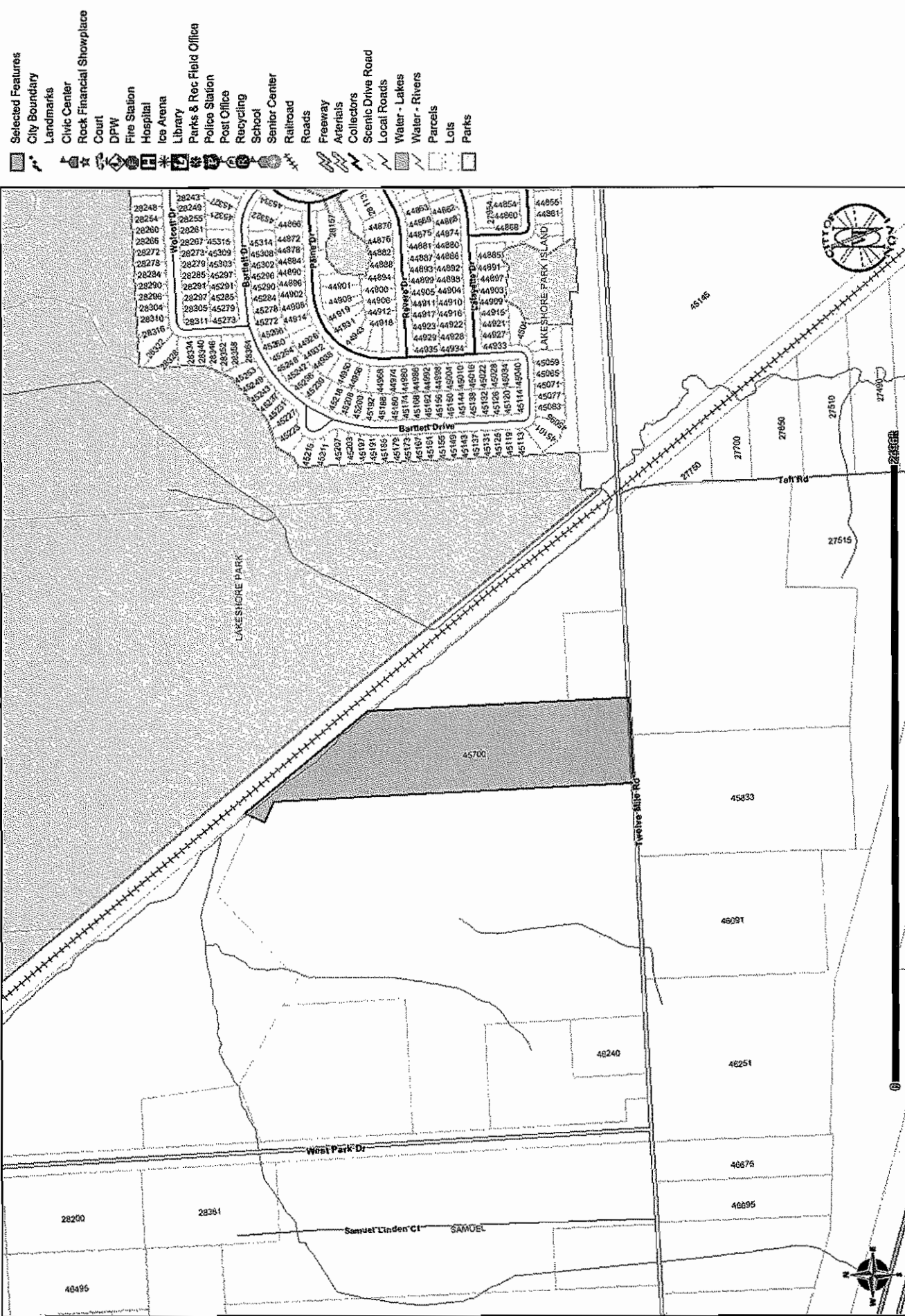
Tax Parcel No.:

Business Address:  
30150 Telegraph Road, Suite 444  
Bingham Farms, MI 48025

When Recorded Return To:  
BARRY A. STEINWAY, ESQUIRE  
30150 Telegraph Road, Suite 444  
Bingham Farms, MI 48025

Send Subsequent Tax Bills To:  
TWELVE WEST PROPERTIES II, LLC  
45700 12 Mile Road  
Novi, Michigan 48377

# Twelve West Properties 45700 Twelve Mile



DISCLAIMER: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys, and other public records. The information presented is not a legally recorded map or survey and is not intended as a substitute for original or official source information. The City of Novi makes no warranty, express or implied, as to the accuracy, completeness, or usefulness of the information presented.  
 SOURCES: City of Novi, Oakland County, Plansight LLC: October 2006 for County Data, October 2006 for City Data, Aerial Imagery as specified