

CITY of NOVI CITY COUNCIL

**Agenda Item G
August 13, 2012**

SUBJECT: Acceptance of Citygate and adoption of Act 51 New Street Resolution accepting Citygate as a public street, adding 0.06 miles of roadway to the City's street system.

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Novi Mile, LLC., developers of the USA 2 GO site, requests the dedication of Citygate and that the City of Novi accepts this street as a public asset (location map attached). The proposed right-of-way width for Citygate is sixty (60) feet.

The construction of Citygate as a public street was contemplated in the Planned Rezoning Overlay Agreement with Novi Mile that was approved by City Council on April 5, 2010. Citygate has been constructed in accordance with City Standards, and according to the City Attorney's office, the related acceptance documents are in a form so as to permit acceptance by Council (June 19, 2012 letter from Beth Saarela, attached). According to the city's consulting engineer, the street meets City design and construction standards (Spalding DeDecker & Associates, Inc. April 3, 2012 letter, attached).

The attached Resolution satisfies the Michigan Department of Transportation requirement for adding 0.06 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of Citygate and adoption of Act 51 New Street Resolution accepting Citygate as a public street, adding 0.06 miles of roadway to the City's street system.

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

	1	2	Y	N
Council Member Margolis				
Council Member Mulch				
Council Member Wrobel				

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

NEW STREET ACCEPTANCE RESOLUTION

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on August 13, 2012, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS ; the City's Act 51 Program Manager is requesting formal acceptance of Citygate and,

WHEREAS ; that said street is located within a City right-of-way and is under the control of the City of Novi; and,

WHEREAS ; that said street has been open to the public since November 2011.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Citygate and direct such to be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Maryanne Cornelius, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this ____ day of _____, 2012, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Maryanne Cornelius, City Clerk
City of Novi

Citygate Drive Dedication

Location Map



Map Author: Brian Coburn
Date: 8/1/12
Project:
Version #:

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

 CitygateROW



City of Novi

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

Feet
0 37.5 75 150 225 300

1 inch = 189 feet

JOHNSON | ROSATI | SCHULTZ | JOPPICH

A Professional Corporation

34405 W. Twelve Mile Road Suite 200 ~ Farmington Hills, Michigan 48331-5627

Phone: 248.489.4100 / Fax: 248.489.1726

www.johnsonrosati.com

Elizabeth Kudla Saarela
esaarela@jrslaw.com

June 19, 2012

Rob Hayes, Public Services Director
City of Novi, Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: USA2Go – Collector Road (Gas Station Portion), SP10-11

Dear Mr. Hayes:

We have received and reviewed the following documents for conveyance of the gas station portion of the collector road:

1. Warranty Deed
2. Utility Easement
3. Title Commitment
4. Maintenance and Guarantee Bond

The Warranty Deed and Utility Easement are acceptable in format and content. Engineering has reviewed and approved the legal descriptions of the Warranty Deed and Utility Easement, as well as the amount of the Maintenance and Guarantee Bond for road paving. Based on the above, we can recommend acceptance of the gas station portion of the collector road.

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

Very truly yours,

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


Elizabeth Kudla Saarela

Rob Hayes, Public Services Director
June 19, 2012
Page 2

Cc:

Maryanne Cornelius, Clerk (w/ Original Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
David Beschke, Landscape Architect (w/Enclosures)
Crystal Sapp and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Sheryl Silberstein, Esq (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **NOVI MILE, L.L.C.**, a Michigan limited liability company, whose address is 46100 Grand River Avenue, Novi, Michigan 48374 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, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" 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).

This instrument is exempt from county and state real estate transfer tax pursuant to MCL 207.505(a) and MCL 207.526 (a).

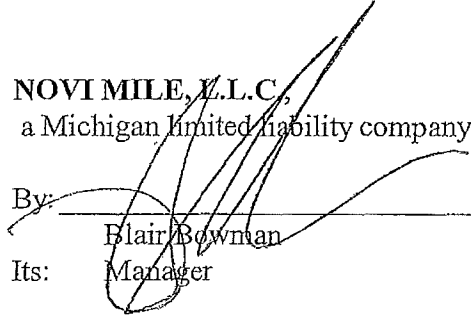
THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

[Signature and Acknowledgement on next page]

[Signature and Acknowledgement to Warranty Deed from Novi Mile, L.L.C. to the City of Novi]

Dated this 6 day of December, 2011.

NOVI MILE, L.L.C.
a Michigan limited liability company

By: 
Blair Bowman
Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 6th day of December, 2011, by Blair Bowman, the Manager of Novi Mile, L.L.C., a Michigan limited liability company on behalf of the company.


Notary Public
Oakland County, Michigan
My Commission Expires: 2/3/2013

Terri L. Freytag
Notary Public of Michigan
Oakland County
Expires 02/03/2013
Acting in the County of Oakland

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West 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 30903 Northwestern Highway Farmington Hills, Michigan 48334
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Part of Tax Parcel No. 22-16-176-032

Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A

LEGAL DESCRIPTION & DRAWING

ATTACHED

22-16-176-028

S00°32'16"W 297.06'

PARCEL 1
2.52 ACRES
22-16-176-036

22-16-176-031

I-96 EXPRESSWAY
RIGHT OF WAY

PARCEL 2
1.81 ACRES
22-16-176-035

22-16-176-033

L= 231.40'
R= 1096.28'
CENTRAL ANGLE=12°5'40"
CHORD= N15°43'58"E
230.97'

NW CORNER
SECTION 16
T.1N., R.8E.
CITY OF NOVI


958.60'
S00°36'00"W

WEST LINE OF SECTION 16

1676.73'
S00°36'00"W

WEST 1/4
CORNER
SECTION 16
T.1N., R.8E.
CITY OF NOVI

BECK ROAD
(VARIABLE WIDTH)



ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS


46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: NOVI MILE, LLC/USA 2 GO		DATE: 11/29/2011	
PROPOSED RIGHT-OF-WAY		DRAWN BY: JPP	
USA 2 GO GAS-MART AND PUBLIC ROAD		CHECKED BY: JIF	
SECTION: 16 TOWNSHIP: 1N RANGE: 8E		0 50 100	
CITY OF NOVI OAKLAND COUNTY MICHIGAN		FBK: 212	1/2
		CHF: BAJ	08-278
		SCALE: HOR 1"=100 FT. VER 1"= -- FT.	

LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°22'00"E	324.16'
L2	S13°38'00"W	60.00'
L3	N76°22'00"W	320.02'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD
C1	201.36'	1096.28'	10°31'27"	S16°31'06"W 201.08'
C2	60.15'	1096.28'	3°08'38"	N09°41'04"E 60.14'

PROPOSED 60' RIGHT-OF-WAY:
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16,
 TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
 COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG
 THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E
 135.84 FEET; THENCE 201.36 FEET ALONG THE ARC OF A
 1096.28 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL
 ANGLE OF 10°31'27", CHORD BEARING S16°31'06"W 201.08
 FEET TO THE POINT OF BEGINNING; THENCE S76°22'00"E
 324.16 FEET; THENCE S13°38'00"W 60.00 FEET; THENCE
 N76°22'00"W 320.02 FEET; THENCE 60.15 FEET ALONG THE
 ARC OF A 1096.28 FOOT RADIUS CURVE TO THE RIGHT, A
 CENTRAL ANGLE OF 3°08'38", CHORD BEARING N09°41'04"E
 60.14 FEET TO THE POINT OF BEGINNING, BEING PART OF
 THE NORTHWEST 1/4 OF SAID SECTION 16.



ALPINE
 ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT:	NOVI MILE, LLC/USA 2 GO	DATE:	11/29/2011
	PROPOSED RIGHT-OF-WAY	DRAWN BY:	JFP
	USA 2 GO GAS-MART AND PUBLIC ROAD	CHECKED BY:	JIF
SECTION: 16	TOWNSHIP: 1N	RANGE: 8E	
	CITY OF NOVI		
	OAKLAND COUNTY		
	MICHIGAN		
FBK: 212		SCALE	NOR 1" = -- FT. VER 1" = -- FT.
CHF: BAJ	2/2		
			08-276

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that NOVI PROPERTY HOLDINGS LLC, a Michigan limited liability company, whose address is 47300 Citygate Drive, Novi, MI 48374 (hereafter "Grantor"),

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 public utilities, over, upon, across, in, through, and under the following described real property (the "Easement Area"), to-wit:

See attached and incorporated Exhibit A

and to enter upon sufficient land adjacent to said Easement Area for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the public utilities, and all necessary appurtenances thereto, within the Easement Area 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 Area, except that Grantor may construct and/or install paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, provided that Grantor has obtained any approvals required under the City of Novi Code of Ordinances and the Zoning Ordinance, and further provided that the improvements do not interfere with use, operation, maintenance, repair and replacement of the utilities in the Easement Areas.

In the event that Grantee, its successors or assigns, enters upon the Easement Area for maintenance, repair or replacement, then Grantee or its successors or assigns shall be solely responsible for reasonable restoration of the areas disturbed by the maintenance or repair activities.

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.

[Signature and Acknowledgement on next page]

[Signature and acknowledgement for Utility Easement from Novi Property Holdings LLC
to the City of Novi]

Dated this 12TH day of December, 2011.

NOVI PROPERTY HOLDINGS LLC,
a Michigan limited liability company

By:



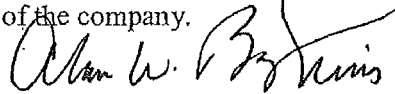
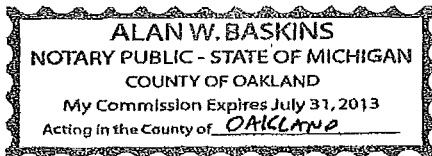
Karam Bahnam

Its:

Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 12TH day of December, 2011, before me appeared Karam Bahnam, Member of Novi Property Holdings LLC, a Michigan limited liability company who states that he has signed this document of his own free will, duly authorized on behalf of the company.



Notary Public

When Recorded Return To: Grantee	Send Subsequent Tax Bills To: Grantee	Drafted By: Thomas R. Schultz, Esq. Secret Wardle, PC 30903 Northwestern Highway, P.O. Box 3040 Farmington Hills, MI 48333-3040
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Tax Parcel No.: 22-16-176-035

Recording Fee: _____

1159595

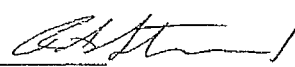
CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the foregoing Utility Easement, dated December 12, 2011, whereby Novi Property Holdings LLC, a Michigan limited liability company, grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

This Consent is given solely for the purpose of evidencing the consent of the undersigned ("Mortgagee") to the recording of the instrument described above. Mortgagee makes no warranty of any kind or nature concerning the recorded instrument, any of its terms and provisions, or the legal sufficiency thereof. Mortgagee does not assume and shall not be responsible for any of the obligations or liabilities of Grantor contained therein. This Consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 12th day of December, 2011.

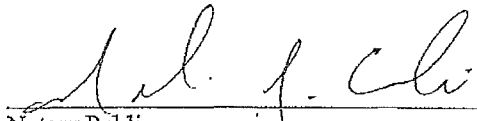
The Huntington National Bank,
a national banking association

By: Peter Stasovich 
Print Name:

Its: Vice President

STATE OF Mi)
COUNTY OF Oakland) SS.

The foregoing Consent to Easement was acknowledged before me this 12 day of December, 2011, by Peter Stasovich, the VP of The Huntington National Bank, a national banking association.


Notary Public
County, _____
My commission expires: _____

MICHAEL J. CAUCHI
Notary Public - Michigan
Oakland County
My Commission Expires Nov 25, 2017
Acting in the County of _____

EXHIBIT A

LEGAL DESCRIPTION & DRAWING

[Attached]



22-16-176-028

S00°32'16"W 297.06'

LEGEND



10' WIDE UTILITY EASEMENT AREA

PARCEL 1
2.52 ACRES
22-16-176-036

PARCEL A
22-16-176-031

VARIABLE WIDTH
UTILITY EASEMENT
(PARCEL 1)

10' WIDE
UTILITY EASEMENT
(PARCEL A)

I-96 EXPRESSWAY
RIGHT OF WAY

PARCEL 2
1.81 ACRES
22-16-176-035

22-16-176-033

10' WIDE
UTILITY EASEMENT
(PARCEL 2)

P.O.B.
PARCEL 2

L1
L2
L3
322.51'
C1
C2
L= 231.40'
R= 1096.28'
CENTRAL ANGLE=12°5'40"
CHORD= N15°43'58"E
230.97'

NW CORNER
SECTION 16
T.1N., R.8E.
CITY OF NOVI

958.60'
S00°36'00"W

WEST LINE OF SECTION 16

1676.73'
S00°36'00"W

WEST 1/4
CORNER
SECTION 16
T.1N., R.8E.
CITY OF NOVI

BECK ROAD
(VARIABLE WIDTH)



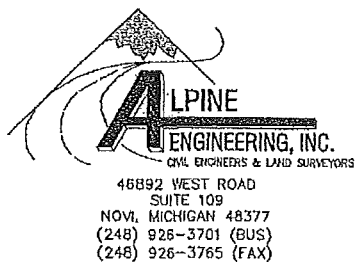
46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: NOVI MILE, LLC/USA 2 GO	DATE: 12/1/2011
10' WIDE UTILITY EASEMENT (PARCEL 2)	DRAWN BY: JIF
USA 2 GO GAS-MART AND PUBLIC ROAD	CHECKED BY: JPP
SECTION: 16 TOWNSHIP: 1N RANGE: 8E	0 50 100
CITY OF NOVI	FBK: 212
OAKLAND COUNTY	CHE: BAJ
MICHIGAN	1/2
	08-278
	SCALE: HOR 1"=100 FT. VER 1"=-- FT.

CURVE TABLE				
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD'
C1	191.36'	1096.28'	10°00'04"	S16°46'47"W 191.11'
C2	10.01'	1096.28'	00°31'23"	N11°31'04"E 10.01'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°22'00"E	324.53'
L2	S13°38'00"W	10.00'
L3	N76°22'00"W	324.16'

10' WIDE UTILITY EASEMENT (PARCEL 2):
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16,
 TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
 COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG
 THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E
 135.84 FEET; THENCE 191.36 FEET ALONG THE ARC OF A
 1096.28 FOOT RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE
 OF 10°00'04", CHORD BEARING S16°46'47"W 191.11 FEET TO THE
 POINT OF BEGINNING; THENCE S76°22'00"E 324.53 FEET;
 THENCE S13°38'00"W 10.00 FEET; THENCE N76°22'00"W 324.16
 FEET; THENCE 10.01 FEET ALONG THE ARC OF A 1096.28 FOOT
 RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 00°31'23",
 CHORD BEARING N11°31'04"E 10.01 FEET TO THE POINT OF
 BEGINNING, BEING PART OF THE NORTHWEST 1/4 OF SAID
 SECTION 16.



CLIENT:	NOVI MILE, LLC/USA 2 GO	DATE:	12/1/2011
		DRAWN BY:	JIF
		CHECKED BY:	JPP
			0
10' WIDE UTILITY EASEMENT (PARCEL 2)		FBK: 212	2/2
USA 2 GO GAS-MART AND PUBLIC ROAD		CHG: BAJ	
SECTION: 16	TOWNSHIP: 1N	RANGE: 8E	
CITY OF NOVI			
OAKLAND COUNTY			
MICHIGAN			
SCALE		HOR 1" = -- FT.	VER 1" = -- FT.

Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 553556
2014

Date Printed: September 02, 2011

1. Effective Date: August 11, 2011 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$1,000.00

Proposed Insured:
City of Novi

Policy or Policies to be issued:	Policy Amount
(b) ALTA Loan Policy (6-17-06)	

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Novi Mile, L.L.C., a Michigan limited liability company, as to Parcels 1 and 3 036
Novi Property Holdings LLC, a Michigan limited liability company, as to Parcels 2 and 4 035

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

(SEE EXHIBIT A LEGAL DESCRIPTION)

27400 Beck Road Novi MI



Issued By: First American Title Insurance Company
For questions regarding this commitment contact;
(248)540-4102 or fax to (866)550-1079
100 Bloomfield Hills Parkway, Suite 195
Bloomfield Hills, MI 48304

First American Title Insurance Company
100 Bloomfield Hills Parkway
Bloomfield Hills, MI 48304

Schedule B – Section I REQUIREMENTS

Commitment No.: 553556

General Requirements

The following requirements must be met:

- (a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Specific Requirements

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. PROVIDE EVIDENCE OF THE PURCHASE PRICE 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.

First American Title Insurance Company
100 Bloomfield Hills Parkway
Bloomfield Hills, MI 48304

Schedule B – Section II EXCEPTIONS

Commitment No.: 553556

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

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Part One: General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Part Two: Specific Exceptions

1. Interest of RTA Ventures, LLC, a Michigan limited liability company, Lessee, and Terms, Conditions and Provisions of Lease, as evidenced by Subordination Agreement, dated April 20, 2011, recorded May 4, 2011, in Liber 43036, page 157, as to Parcels 2 and 4.
2. Mortgage in the original amount of \$3,136,500.00 executed by Novi Property Holdings LLC, a Michigan limited liability company to The Huntington National Bank, a national banking association, dated April 20, 2011, recorded May 4, 2011, in Liber 43036, page 146, as to Parcels 2 and 4, covers more land.

This Mortgage states that it secures an Equity Line/Revolving Line of Credit. If this loan is to be paid off in this transaction then proper steps should be taken to ensure that the company will be provided with a Full Satisfaction or Full Reconveyance for recording after payoff.

3. Mortgage in the original amount of \$3,136,500.00 executed by Novi Property Holdings LLC, a Michigan limited liability company to The Huntington National Bank, a national banking association, dated April 20, 2011, recorded May 13, 2011, in Liber 43063, page 788, as to Parcels 2 and 4, covers more land.

NOTE: It appears the above mortgage is a duplicate recording of the mortgage recorded in Liber 43036, page 146.

This Mortgage states that it secures an Equity Line/Revolving Line of Credit. If this loan is to be paid off in this transaction then proper steps should be taken to ensure that the company will be provided with a Full Satisfaction or Full Reconveyance for recording after payoff.

4. Rights of others over that portion of the land used as ingress and egress to other lands and drainage right-of-way, as disclosed by instrument recorded in Liber 5157, page 270 and re-recorded in Liber 5167, page 728 and amended by Partial Abandonment of Easement as disclosed by instrument recorded in Liber 38399, page 377.
5. All rights of ingress and egress, if any there be, to, from and between Beck Road and that portion of subject property which lies East of and adjacent to the proposed East Limited Access Right of Way line of said Beck Road as disclosed by instrument recorded in Liber 30249, page 841.

6. Terms and Conditions contained in Escrow Agreement for Right-of-Way Deeds and Utility Easements as disclosed by instrument recorded in Liber 42548, page 618.
7. Terms and Conditions contained in Planned Rezoning Overlay (Pro) Agreement Novi Mile GR/Beck as disclosed by instrument recorded in Liber 42548, page 633.
8. Terms and Conditions contained in Reciprocal Easement Agreement as disclosed by instrument recorded in Liber 43036, page 93.
9. Terms and Conditions contained in Signage Easement Agreement as disclosed by instrument recorded in Liber 43036, page 126.
10. Sanitary Sewer System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber _____, page _____, as to Parcel 2.
11. Water System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber _____, page _____, as to Parcel 4.
12. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
13. Rights of tenants, if any, under any unrecorded leases.
14. Lien for outstanding water or sewer charges, if any.

NOTE: Notice of Commencement dated March 28, 2011, recorded in Liber 42929, page 799 and dated April 20, 2011, recorded in Liber 43036, page 166, as to Parcels 2 and 4, covers more land.

NOTE: Notice of Commencement dated March 28, 2011, recorded in Liber 42983, page 230, covers more land.

15. All Taxes paid to and including 2010
 2010 Winter Taxes PAID in the amount of \$3,524.37
 Tax Item No. 22-16-176-030, covers more land
 2011 Summer Taxes DUE in the amount of \$3,467.44
 Tax Item No. 22-16-176-036, as to Parcels 1 and 3, covers more land

NOTE: The tax parcel code identified herein covers greater land than the proposed insured land. This commitment, and the policy to be issued pursuant hereto, does not insure a legal division of the land or guarantee its certification as a separate tax parcel.

16. All Taxes paid to and including 2010
 2010 Winter Taxes PAID in the amount of \$3,524.37
 Tax Item No. 22-16-176-030, covers more land
 2011 Summer Taxes PAID in the amount of \$6,752.36
 Tax Item No. 22-16-176-035, as to Parcels 2 and 4, covers more land

NOTE: The tax parcel code identified herein covers greater land than the proposed insured land. This commitment, and the policy to be issued pursuant hereto, does not insure a legal division of the land or guarantee its certification as a separate tax parcel.

NOTE: On the above tax amount(s), there may also be due an amount for interest, penalty and collection fee.

NOTE: If subject property 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 the Policy.

EXHIBIT A
LEGAL DESCRIPTION

File No.: 553556

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

PROPOSED 20' WIDE WATER SYSTEM EASEMENT(S):

PARCEL 1:

Part of the Northwest ¼ of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northwest corner of said Section 16; thence South 00 degrees 36 minutes 00 seconds West, 958.60 feet along the West line of said Section 16; thence South 81 degrees 26 minutes 45 seconds East, 451.12 feet; thence South 13 degrees 38 minutes 00 seconds West, 224.74 feet to the Point of Beginning; thence South 76 degrees 22 minutes 00 seconds East, 25.00 feet; thence South 13 degrees 38 minutes 00 seconds West, 20.00 feet; thence North 76 degrees 22 minutes 00 seconds West, 25.00 feet; thence North 13 degrees 38 minutes 00 seconds East, 20.00 feet to the Point of Beginning.

Part of Tax Item No. 22-16-176-036

PARCEL 2:

Part of the Northwest ¼ of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northwest corner of said Section 16; thence South 00 degrees 36 minutes 00 seconds West, 958.60 feet along the West line of said Section 16; thence South 81 degrees 26 minutes 45 seconds East, 135.84 feet; thence 202.89 feet along the arc of a 1,096.28 foot radius curve to the left, a central angle of 10 degrees 36 minutes 14 seconds, chord bearing South 16 degrees 28 minutes 42 seconds West, 202.60 feet to the Point of Beginning; thence South 89 degrees 52 minutes 01 second East, 14.12 feet; thence South 78 degrees 37 minutes 01 second East, 56.75 feet; thence South 76 degrees 22 minutes 00 seconds East, 220.16 feet; thence North 13 degrees 38 minutes 00 seconds East, 139.64 feet; thence South 76 degrees 22 minutes 00 seconds East, 20.00 feet; thence South 13 degrees 38 minutes 00 seconds West, 139.64 feet; thence South 76 degrees 22 minutes 00 seconds East, 13.50 feet; thence South 13 degrees 38 minutes 00 seconds West, 20.00 feet; thence North 76 degrees 22 minutes 00 seconds West, 253.27 feet; thence North 78 degrees 37 minutes 01 second West, 54.38 feet; thence North 89 degrees 52 minutes 01 second West, 6.16 feet; thence South 22 degrees 37 minutes 59 seconds West, 10.56 feet; thence North 76 degrees 22 minutes 00 seconds West, 7.25 feet; thence 28.52 feet along the arc of a 1,096.28 foot radius curve to the right, a central angle of 01 degree 29 minutes 26 seconds, chord bearing North 10 degrees 25 minutes 52 seconds East, 28.52 feet to the Point of Beginning.

Part of Tax Item No. 22-16-176-035

PROPOSED 20' WIDE SANITARY SEWER SYSTEM EASEMENT(S):

PARCEL 3:

Part of the Northwest ¼ of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northwest corner of said Section 16; thence South 00 degrees 36 minutes 00 seconds West, 958.60 feet along the West line of said Section 16; thence South 81 degrees 26 minutes 45 seconds East, 451.12 feet; thence South 13 degrees 38 minutes 00 seconds West, 203.67 feet to the Point of Beginning; thence South 75 degrees 57 minutes 40 seconds East, 20.52 feet; thence South 14 degrees 02 minutes 20 seconds West, 20.00 feet; thence North 75 degrees 57 minutes 40 seconds West, 20.38 feet; thence North 13 degrees 38 minutes 00 seconds East, 20.00 feet to the Point of Beginning.

Part of Tax Item No. 22-16-176-036

PARCEL 4:

Part of the Northwest ¼ of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northwest corner of said Section 16; thence South 00 degrees 36 minutes 00 seconds West, 958.60 feet along the West line of said Section 16; thence South 81 degrees 26 minutes 45 seconds East, 135.84 feet; thence 173.98 feet along the arc of a 1,096.28 foot radius curve to the left, a central angle of 09 degrees 05 minutes 35 seconds, chord bearing South 17 degrees 14 minutes 02 seconds West, 173.80 feet to the Point of Beginning; thence South 75 degrees 57 minutes 40 seconds East, 243.18 feet; thence North 15 degrees 34 minutes 39 seconds East, 6.27 feet; thence South 74 degrees 25 minutes 21 seconds East, 20.00 feet; thence South 15 degrees 34 minutes 39 seconds West, 5.73 feet; thence South 75 degrees 57 minutes 40 seconds East, 61.78 feet; thence South 13 degrees 38 minutes

00 seconds West, 20.00 feet; thence North 75 degrees 57 minutes 40 seconds West, 324.45 feet; thence 20.01 feet along the arc of a 1,096.28 foot radius curve to the right, a central angle of 01 degree 02 minutes 45 seconds, chord bearing North 12 degrees 09 minutes 52 seconds East, 20.01 feet to the Point of Beginning.

Part of Tax Item No. 22-16-176-035

**Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.**

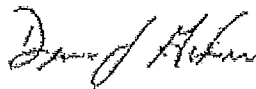
First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

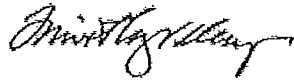
All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company



Dennis J. Gilmore
President



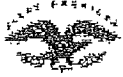
Timothy Kemp
Secretary



CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company**
100 Bloomfield Hills Parkway, Suite 195
Bloomfield Hills, Michigan 48304
Ph: (248)540-4102 or Fax to: (866)550-1079



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAin.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

RECEIVED

SEP 12 2011

MAINTENANCE AND GUARANTEE BOND

TREASURER
CITY OF NOVI

The undersigned, Novi Mile, LLC, "Principal," whose address is 46100 Grand River Ave., Novi, MI 48374, and Auto-Owners Ins.Co. "Surety," whose address is 6101 Anacapri Blvd, Lansing, MI 48917, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Seven Thousand Three Hundred Forty Dollars (\$ 7,340.00) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed, or contracted to construct, certain improvements consisting of a roadway within the City of Novi, shown on plans dated December 1, 2010 ("Improvements").

The Principal, for a period of two (2) year(s) after said improvements and installations are accepted formally as a public improvement by the City of Novi, shall keep the improvements in good functioning order by immediately repairing any defect in same, whether due to improper or defective materials, equipment, labor, workmanship, or otherwise, and shall restore the improvements and any other property of the City or third persons affected by the defect(s) or repair(s), without expense to the City, whenever directed to do so by written notice from the City, served personally or by mail on the Principal and Surety at their respective addresses as stated in this Bond. Principal and Surety consent to such service on their employees and/or agents.

If the repairs directed by the City are not completed within the time specified in the notice, which shall not be less than one week from service of the notice, the City shall have the right to perform or secure the performance of the repairs, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the City immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal or Surety.

Any repairs the City may perform as provided in this Bond may be by City employees, agents, or independent contractors. The City shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when City employees are utilized to be based on the hourly cost to the City of the employee(s) performing the repair.

This Bond and the obligations of Principal and Surety under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as a improvement by the City of Novi, for defects discovered within that period for

which the City provides written notice to the Principal and Surety within fourteen (14) days of discovery of the defect.

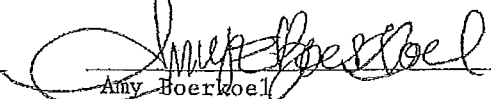
It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City and its officers, officials, and employees harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, agents, or employees in the construction or repair of the improvements, including claims arising under the worker's compensation laws of the State of Michigan.

This Bond was executed by the Principal and Surety on the dates indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is August 29, 2011.

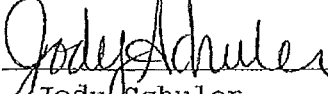
Date: August 29, 2011

WITNESS:



Amy Boerkoel

Date: August 25, 2011

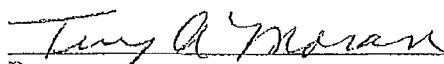
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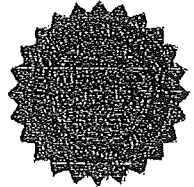

Jody Schuler

PRINCIPAL:


By: Blake Bowman
Its: Manager

SURETY:


By: Terry A Moran
Its: Attorney-in-fact



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66116651

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint TERRY A MORAN

Its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 8th day of August, 2011.

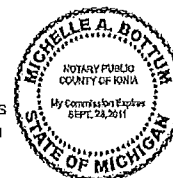
Kenneth R. Schroeder, Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 8th day of August, 2011, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires September 28, 2011,

Michelle A. Bottum, Notary Public.



STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 8th day of August, 2011.

Stuart R. Birn, First Vice President, Secretary and General Counsel



*This power of attorney is attached to bond number 66116651, issued to NOVI MILE LLC on August 22, 2011.

RECEIVED

SEP 12 2011

MAINTENANCE AND GUARANTEE BOND

TREASURER
CITY OF NOVI

The undersigned, Novi Mile, LLC, "Principal," whose address is 46100 Grand River Ave., Novi, MI 48374, and Auto-Owners Ins.Co. "Surety," whose address is 6101 Anacapri Blvd, Lansing, MI 48917, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Seven Thousand Three Hundred Forty Dollars (\$ 7,340.00) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed, or contracted to construct, certain improvements consisting of a roadway within the City of Novi, shown on plans dated December 1, 2010 ("Improvements").

The Principal, for a period of two (2) year(s) after said improvements and installations are accepted formally as a public improvement by the City of Novi, shall keep the improvements in good functioning order by immediately repairing any defect in same, whether due to improper or defective materials, equipment, labor, workmanship, or otherwise, and shall restore the improvements and any other property of the City or third persons affected by the defect(s) or repair(s), without expense to the City, whenever directed to do so by written notice from the City, served personally or by mail on the Principal and Surety at their respective addresses as stated in this Bond. Principal and Surety consent to such service on their employees and/or agents.

If the repairs directed by the City are not completed within the time specified in the notice, which shall not be less than one week from service of the notice, the City shall have the right to perform or secure the performance of the repairs, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the City immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal or Surety.

Any repairs the City may perform as provided in this Bond may be by City employees, agents, or independent contractors. The City shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when City employees are utilized to be based on the hourly cost to the City of the employee(s) performing the repair.

This Bond and the obligations of Principal and Surety under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as a improvement by the City of Novi, for defects discovered within that period for

which the City provides written notice to the Principal and Surety within fourteen (14) days of discovery of the defect.

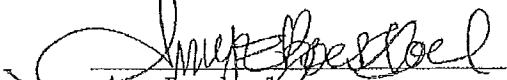
It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City and its officers, officials, and employees harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, agents, or employees in the construction or repair of the improvements, including claims arising under the worker's compensation laws of the State of Michigan.

This Bond was executed by the Principal and Surety on the dates indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is August 29, 2011.

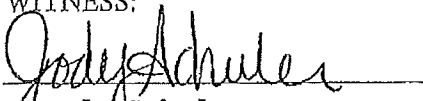
Date: August 29, 2011

WITNESS:


Amy Boerkoel

Date: August 25, 2011

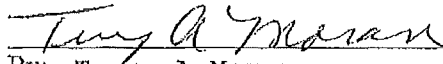
WITNESS:

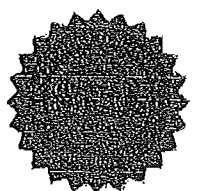

Jody Schuler

PRINCIPAL:


By: Blair Bowman
Its: Manager

SURETY:


By: Terry A Moran
Its: Attorney-in-fact



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66116651

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint TERRY A MORAN

Its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 8th day of August, 2011.



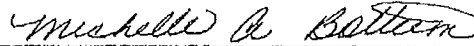
Kenneth R. Schroeder, Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 8th day of August, 2011, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires September 28, 2011,

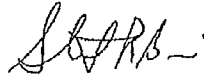


Michelle A. Bottum, Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 8th day of August, 2011.



Stuart R. Birn, First Vice President, Secretary and General Counsel

*This power of attorney is attached to bond number 66116651, issued to NOVI MILE LLC on August 22, 2011.



SPALDING DeDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

April 3, 2012

Mr. Aaron Staup
Construction Engineering Coordinator
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: USA 2 GO Gas Mart
Site Work Final Approval**
Novi SP No.: 10-0011
SDA Job No.: NV10-229

Dear Mr. Staup:

Please be advised that the public site utilities, grading, and paving for the above referenced project have been completed in accordance with the approved construction plans under the observation of SDA. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee can be released.

Please note that we have not addressed any items related to landscaping, woodlands or wetlands because the appropriate City staff or consultants will need to address these issues.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER ASSOCIATES, INC.

Ted Meadows
Contract Administrator

cc: Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)
Marina Neumaier, City of Novi – Assistant Finance Director (e-mail)
Sheila Weber, City of Novi – Bond Coordinator (e-mail)
Robert West, City of Novi – Water & Sewer Manager (e-mail)
Milke Evans, City of Novi – Fire Marshall (e-mail)
Christopher Robbins, PE, SDA (e-mail)
Rafat Putrus, RSP Construction, Inc. (e-mail)
Martin Renel, Ashmark Construction LLC. (e-mail)
SDA CE Job File

Engineering Consultants

Infrastructure • Land Development • Surveying



December 13, 2011

John Bowen
Novi Mile LLC
46100 Grand River Ave.
Novi, MI 48374

Re: Novi Mile, USA 2 Go - Initial Acceptance Documents Review
Acceptance Documents Review
Novi # SP10-11
SDA Job No. NV10-229
APPROVED

Dear Mr. Bowen:

We have reviewed the Acceptance Document Package received by our office on December 13, 2011 against proposed Site Plan received on November 23, 2010. We offer the following comments:

1. **On-Site Water System Easement** – (executed: exhibit dated 11/30/11) Legal Description Approved.
2. **Off-Site Water System Easement** – (executed: exhibit dated 9/27/10) Legal Description Approved
3. **On-Site Sanitary Sewer Easement** – (executed: exhibit dated 11/30/11) Legal Description Approved.
4. **Off-Site Sanitary Sewer Easement** – (executed: exhibit dated 9/27/10) Legal Description Approved
5. **Storm Sewer Easement** – (executed: exhibit dated 11/30/11) Legal Description Approved.
6. **Off-Site Storm Drainage Facility / Maintenance Easement Agreement** – (executed: exhibit dated 9/27/10) Legal Description Approved. Exhibits A, B, C, & D Approved.
7. **On-Site Emergency Access Easement** – (executed: exhibit dated 11/30/11) Legal Description Approved.
8. **Off-Site Emergency Access Easement** – (executed: exhibit dated 9/27/10) Legal Description Approved.
9. **Highway Easement** – (unexecuted: exhibit dated 9/27/10) Legal Description Approved.
10. **Bills of Sale: Sanitary Sewer System and Water Supply System** – (executed 9/27/10) – Approved.
11. **Full Unconditional Waivers of Lien from contractors installing public utilities** – (executed 12/06/11) – **APPROVED**.

Engineering Consultants

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12. **Maintenance and Guarantee Bond for public utilities** – (in the amount of \$13,983.50) – (executed 10/04/11) - Approved.
13. **As-Built Engineering Plans** – will be prepared by Spalding DeDecker Associates, Inc.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. 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 09/07/2010 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 ASSOCIATES, INC.



Taylor E. Reynolds, PE
Project Engineer

cc: Maryanne Cornelius, City Clerk (via E-mail)
Marina Neumaier, Assistant Finance Director (via E-mail)
Aaron Staup, Construction Engineering Coordinator (via E-mail)
Sheila Weber, Treasurer's Office (via E-mail)
Barb McBeth, City Planning Director (via E-mail)
Juanita Freeman, Planning Department (via E-mail)
Nathan Bouvy, Plan Review Center (via E-mail)
Sarah Marchioni, Building Department (via E-mail)
Beth Kudla, Secrest Wardle (via E-mail)
Ted Meadows, SDA Construction Engineering (via E-mail)
Thomas Gizoni, Alpine Engineering Inc.



cityofnovi.org

AFFIDAVIT towards ACCEPTANCE OF STREETS

Project Name: USA-2-GO
Phase: _____ Location: 27400 Beck Road
Developer: Novi Mile, LLC
Address: 5640 W. Maple Rd, W.Bloomfield, MI
Contact: Jeff Heyn (248) 889-5000

Being first duly sworn, states as follows:

1. That he/she desires that the City of Novi formally accept the public streets and associated right-of-way that have been constructed by the Developer within the boundaries of the project for the purpose of maintaining them by the City of Novi for the benefit of the public.
2. That the Affiant has examined the City of Novi Utility and Street Acceptance Policy for Subdivisions and site condominiums together with the guidelines towards a final City walk-through for subdivisions site condominiums and any other applicable residential and/or commercial/industrial sites.
3. That said development complies with all requirements and procedures included in paragraph 2 above and specifically but not exclusively the following:
 - All covers of sanitary manholes, water gate valves and wells, storm manholes and catch basins, located within the proposed right-of-way, are appropriate, totally exposed and accessible for opening towards their maintenance, and free of any burdens.
 - All Hydrants have the minimum height required per the City's Design and Construction Standards and that all their valve boxes are still totally exposed and accessible for opening towards their use, and free of any burdens from the previous utility walk-through and acceptance.
 - All Inspection Punch List items to date are totally completed. As of the date of Affiant's signature, any additional or future punch list items that may arise will be addressed by way of individual "site restoration" or "temporary certificate of occupancy" bonds, letters of credit or cash, plus any administration fees.
 - All rights-of way and easements that were disturbed due to the construction or reconstruction of the utilities or landscaping e.g., filled, compacted, graded, et cetera, must be fully stabilized with vegetation.
 - All proposed public streets and associated rights-of-way have been completed per the City's Design and Construction Standards.

Further, Affiant sayeth not.

Signature: Jeffrey Heyn NOVI MILE LLC

Subscribed and sworn to before me this 16th day of November, 2011

AMY E. BOERKOEL
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 6, 2013
ACTING IN COUNTY OF OAKLAND

Amy E. Boerkoel
Notary Public in and for the County of Oakland, Michigan
My Commission expires: 12/6/13

Having inspected and verified the above, I concur with the Developer's statement.

Inspector's Name: TED MEADOWS Signature Ted Meadows Date: 11/17/11

Firm: SDA