



**CITY OF NOVI CITY COUNCIL**  
**SEPTEMBER 28, 2020**

**SUBJECT:** Approve amendment to lease agreement between the City of Novi and PI Tower Development, LLC that updates the property description of the parcel where the cell tower is located upon.

**SUBMITTING DEPARTMENT:** City Manager

**BACKGROUND INFORMATION:** In March 2016, City Council entered into an agreement with PI Tower LLC for a cell tower located at 49375 Ten Mile road, directly east of Fire Station 4. PI Tower is requesting that City amend the lease to reflect an updated legal description and the necessary easements that provide access to the site.

When the lease was initially executed and recorded, the company did not have a firm understanding of where on the City's property, the tower, and easements would be located. Now that the tower has been constructed, PI Tower LLC has lifted the legal descriptions from their As-Built Survey, and therefore needs to update the public records to show that they are only leasing/using a portion of the City's property, rather than its entire parcel. The revised agreement has been review by the city attorney.

**RECOMMENDED ACTION:** Approve amendment to lease agreement between the City of Novi and PI Tower Development, LLC that updates the property description of the parcel where the cell tower is located upon.

**LATITUDE & LONGITUDE**

LATITUDE AND LONGITUDE OF SITE ARE BASED ON NAD 83.  
 LATITUDE: 42° 27' 47.14" N  
 LONGITUDE: 83° 31' 53.07" W  
 GROUND ELEVATION AT TOWER BASE: 960' AMSL

**SITE INFORMATION**

SITE ADDRESS: 49285 W. TEN MILE ROAD, NOVI, MI 48374  
 PROPERTY OWNER: CITY OF NOVI, 45175 TEN MILE ROAD, NOVI, MI 48375

**PARCEL ID**

50-22-29-101-004  
 WARRANTY DEED, DATED SEPTEMBER 3, 2013, RECORDED ON MARCH 16, 2016, IN BOOK 49156, PAGE 665, RECORDS OF OAKLAND COUNTY, MICHIGAN.

**PARENT PARCEL DESCRIPTION (AS PROVIDED)**

PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 86 DEGREES 34 MINUTES 01 SECONDS EAST 648.48 FEET ALONG THE NORTH LINE OF SAID SECTION 29 FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE CONTINUING NORTH 86 DEGREES 34 MINUTES 01 SECONDS EAST 292.29 FEET ALONG SAID SECTION LINE; THENCE SOUTH 03 DEGREES 25 MINUTES 59 SECONDS EAST 197.00 FEET; THENCE SOUTH 86 DEGREES 34 MINUTES 01 SECONDS WEST 104.91 FEET; THENCE SOUTH 03 DEGREES 25 MINUTES 59 SECONDS EAST 309.49 FEET; THENCE SOUTH 09 DEGREES 29 MINUTES 00 SECONDS WEST 268.42 FEET; THENCE SOUTH 86 DEGREES 34 MINUTES 01 SECONDS WEST 261.81 FEET; THENCE NORTH 03 DEGREES 25 MINUTES 59 SECONDS WEST 340.64 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 52 SECONDS EAST 105.43 FEET; THENCE NORTH 18 DEGREES 55 MINUTES 26 SECONDS EAST 138.82 FEET; THENCE NORTH 04 DEGREES 06 MINUTES 34 SECONDS EAST 139.77 FEET; THENCE NORTH 03 DEGREES 25 MINUTES 59 SECONDS WEST 76.19 FEET TO THE POINT OF BEGINNING. BEING PART OF THE PARENT PARCEL SET FORTH IN THAT CERTAIN WARRANTY DEED, DATED SEPTEMBER 3, 2013, RECORDED ON MARCH 16, 2016, IN BOOK 49156, PAGE 665, RECORDS OF OAKLAND COUNTY, MICHIGAN.

**LEASED PREMISES DESCRIPTION**

PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ALSO BEING PART OF THE PARENT PARCEL 2 AS DESCRIBED ABOVE, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE NORTH 86°34'19" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 678.50 FEET; THENCE SOUTH 03°25'41" EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST TEN MILE; THENCE CONTINUE SOUTH 03°25'41" EAST A DISTANCE OF 18.17 FEET; THENCE SOUTH 04°06'52" WEST A DISTANCE OF 145.65 FEET; THENCE SOUTH 18°55'44" WEST A DISTANCE OF 209.16 FEET; THENCE SOUTH 30°14'06" EAST A DISTANCE OF 216.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°14'06" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 59°45'54" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 30°14'06" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 59°45'54" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,500 SQUARE FEET OR 0.057 ACRES. BEING PART OF THE PARENT PARCEL SET FORTH IN THAT CERTAIN WARRANTY DEED, DATED SEPTEMBER 3, 2013, RECORDED ON MARCH 16, 2016, IN BOOK 49156, PAGE 665, RECORDS OF OAKLAND COUNTY, MICHIGAN.

**ACCESS/UTILITY EASEMENT DESCRIPTION**

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ALSO BEING PART OF THE PARENT PARCEL 2 AS DESCRIBED ABOVE, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE NORTH 86°34'19" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 678.50 FEET; THENCE SOUTH 03°25'41" EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF WEST TEN MILE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°25'41" EAST A DISTANCE OF 18.17 FEET; THENCE SOUTH 04°06'52" WEST A DISTANCE OF 145.65 FEET; THENCE SOUTH 18°55'44" WEST A DISTANCE OF 209.16 FEET; THENCE SOUTH 30°14'06" EAST A DISTANCE OF 216.92 FEET TO THE NORTHEAST CORNER OF THE ABOVE DESCRIBED LEASE AREA; THENCE SOUTH 59°45'54" WEST ALONG THE NORTH LINE OF SAID LEASE AREA A DISTANCE OF 50.00 FEET; THENCE NORTH 30°14'06" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 59°45'54" EAST A DISTANCE OF 20.00 FEET; THENCE NORTH 30°14'06" WEST A DISTANCE OF 190.65 FEET; THENCE NORTH 18°55'44" EAST A DISTANCE OF 218.98 FEET; THENCE NORTH 04°06'52" EAST A DISTANCE OF 139.77 FEET; THENCE NORTH 03°25'41" WEST A DISTANCE OF 16.19 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY; THENCE NORTH 86°34'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 18,732 SQUARE FEET OR 0.430 ACRES. BEING PART OF THE PARENT PARCEL SET FORTH IN THAT CERTAIN WARRANTY DEED, DATED SEPTEMBER 3, 2013, RECORDED ON MARCH 16, 2016, IN BOOK 49156, PAGE 665, RECORDS OF OAKLAND COUNTY, MICHIGAN.

**GENERAL NOTES**

NO EXISTING MUNICIPAL SEWER OR WATER UTILITIES ARE REQUIRED FOR THIS SITE. THERE WILL BE NO CHANGE IN DRAINAGE PATTERN DUE TO THE EXISTING INSTALLATION. NO SIGNIFICANT RUNOFF IS GENERATED BY THE EXISTING INSTALLATION. NO WETLANDS AREA HAVE BEEN INVESTIGATED BY THIS SURVEY. NO HAZARDOUS MATERIALS WILL BE USED, PROCESSED OR STORED AT THE SITE.  
 ALL WORK SHALL CONFORM TO FAA & FCC REGULATIONS.

THE LEASED PREMISES IS CONTIGUOUS ALONG ITS COMMON BOUNDARIES TO THE ACCESS AND UTILITY EASEMENT, WHICH IN TURN IS CONTIGUOUS ALONG ITS COMMON BOUNDARIES TO THE W. TEN MILE RIGHT OF WAY, AND THAT THERE ARE NO GAPS, GORES, SPACES OR OVERLAPS BETWEEN OR AMONG ANY OF SAID PARCELS OF LAND.

**ZONING INFORMATION**

SUBJECT SITE ZONING: RA  
 ADJACENT ZONING: TOWER SETBACKS:  
 NORTH: RA FRONT: 100% TOWER HEIGHT (150')  
 SOUTH: RA REAR: 100% TOWER HEIGHT (150')  
 EAST: RA SIDES: 100% TOWER HEIGHT (150')  
 WEST: R-1

**CERTIFICATION :**

TO: PI TOWER DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS, ASSIGNS AND/OR DESIGNEES AND CHICAGO TITLE INSURANCE COMPANY.

I, MATTHEW T. MOKANYK, A MICHIGAN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE MICHIGAN STANDARDS OF PRACTICE; AND THAT THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY MEETS OR EXCEEDS THE REQUIREMENTS FOR A RURAL PARTIAL BOUNDARY SURVEY AS DEFINED UNDER ALTA/ACSM 2011 STANDARDS.

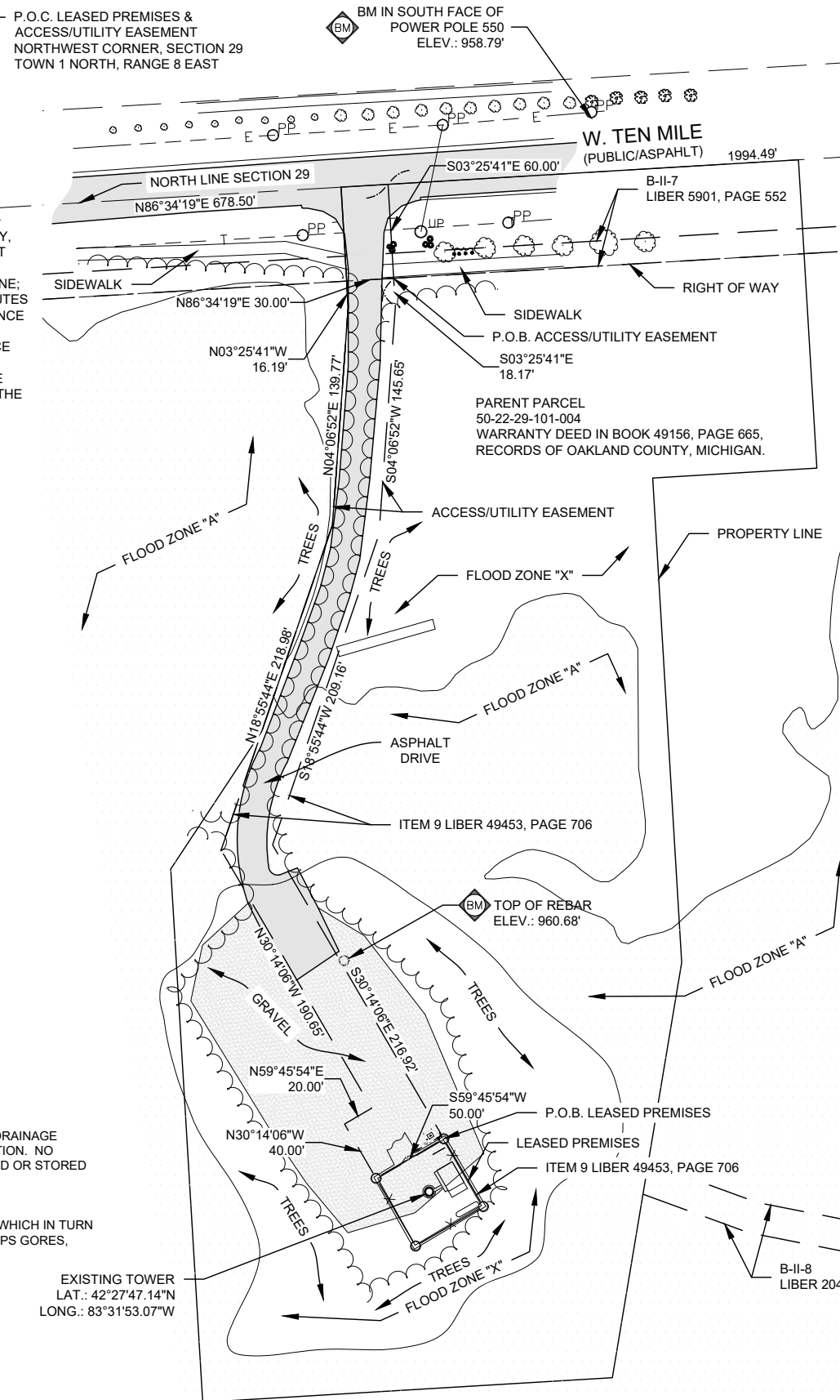
*Matthew T. Mokanyk*  
 Matthew T. Mokanyk, P.S., P.E.  
 Michigan P.S. No. 42063

04/24/18  
 Date

BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE.

**FLOOD NOTE**

ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE PEEXISTING TELECOMMUNICATION SITE IS LOCATED IN ZONE X & A, COMMUNITY PANEL No. 26115C0090E, DATED 09/29/06



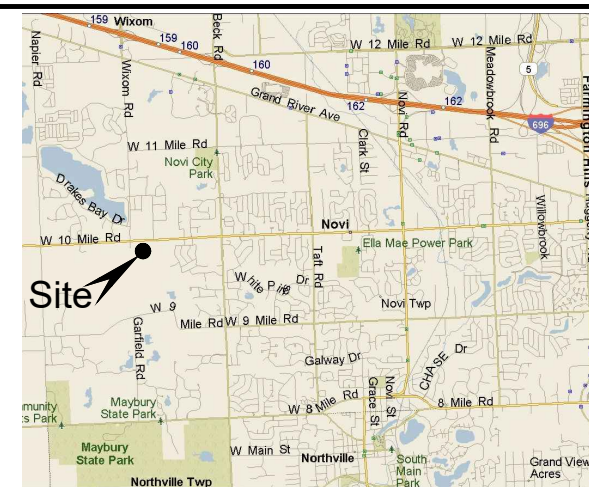
**SURVEY PLAN**

SCALE: 1"=100'



**TITLE RESOLUTION**

LANDTECH SURVEYING HAS RECEIVED AND REVIEWED THE TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED EFFECTIVE SEPTEMBER 8, 2017, BEING COMMITMENT No. 07211390, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.



**VICINITY MAP**

NOT TO SCALE

**NOTES CORRESPONDING TO SCHEDULE B**

THE COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 07211390 WITH AN EFFECTIVE DATE OF SEPTEMBER 08, 2017 CONTAINS THE FOLLOWING SURVEY RELATED ITEMS:

- TAXES AND ASSESSMENTS THAT BECOME A LIEN AGAINST THE PROPERTY AFTER DATE OF CLOSING. THE COMPANY ASSUMES NO LIABILITY FOR TAX INCREASES OCCASIONED BY RETROACTIVE REVALUATION, CHANGES IN THE LAND USAGE OR LOSS OF ANY HOMESTEAD EXEMPTION STATUS FOR THE INSURED PREMISES. [NOT SURVEY RELATED]
- THE POLICY TO BE ISSUED DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LEVIED AS TAXES AGAINST THESE LANDS. [NOT SURVEY RELATED]
- RIGHTS OF TENANTS, IF ANY, IN ANY UNRECORDED LEASES OR OTHERWISE. [NOT SURVEY RELATED]
- RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES. [NOT SURVEY RELATED]
- INTENTIONALLY DELETED.
- TERMS AND CONDITIONS OF OVERHEAD EASEMENT IN FAVOR OF THE DETROIT EDISON COMPANY AS SET FORTH IN LIBER 15753, PAGE 8. [DOES NOT AFFECT PARENT PARCEL, LEASED PREMISES, OR ACCESS/UTILITY EASEMENT NOT PLOTTABLE]
- TERMS AND CONDITIONS OF RIGHT OF WAY IN FAVOR OF THE MICHIGAN BELL TELEPHONE COMPANY AS SET FORTH IN LIBER 5901, PAGE 552. [DOES NOT AFFECT LEASED PREMISES, OR ACCESS/UTILITY EASEMENT; AFFECTS PARENT PARCEL PLOTTED HEREON]
- CERTIFICATE OF SURVEY SHOWING WETLAND AREAS AND A PIPELINE EASEMENT AS SET FORTH IN LIBER 20453, PAGE 409. [DOES NOT AFFECT LEASED PREMISES, OR ACCESS/UTILITY EASEMENT OR PARENT PARCEL PLOTTED HEREON]
- INTEREST OF PI TOWER DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, AND THE TERMS AND CONDITIONS OF AN UNRECORDED GROUND LEASE AGREEMENT EVIDENCED BY RECORD BY A MEMORANDUM OF GROUND LEASE AGREEMENT RECORDED IN LIBER 49453, PAGE 706. [AFFECTS PARENT PARCEL, AFFECTS LEASED PREMISES AND ACCESS/UTILITY EASEMENT]

**LEGEND**

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

- IRON FOUND
- IRON SET
- P.K. NAIL FOUND
- P.K. NAIL SET
- GPS MONUMENT
- MONUMENT BOX FOUND
- MONUMENT FOUND
- MONUMENT SET
- RECORD
- MEASURED
- STORM MANHOLE
- CATCH BASIN
- SQUARE CATCH BASIN
- SANITARY MANHOLE
- SANITARY CLEAN-OUT
- MONITOR WELL
- TELCO. MANHOLE
- POWER POLE
- GUY
- LIGHT POLE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC METER
- ELECTRIC HANDHOLE
- WATER VALVE
- HYDRANT
- GAS METER
- GAS MARKER
- GAS VALVE
- TELEPHONE PEDESTAL
- SIGN POST
- FENCE LINE
- BENCHMARK

**Parallel INFRASTRUCTURE**  
 909 LAKE CAROLYN PARKWAY, SUITE 260  
 IRVING, TX 75039

New Par, a Delaware Partnership dba  
**verizon wireless**

LANDTECH PROJECT NUMBER: 1530925B

REV.	DATE	DESCRIPTION	REQ. BY	BY
0	04/24/18	PRELIMINARY DRAWINGS	DS	RJH
1	02/04/20	PER COMMENTS	DS	RJH

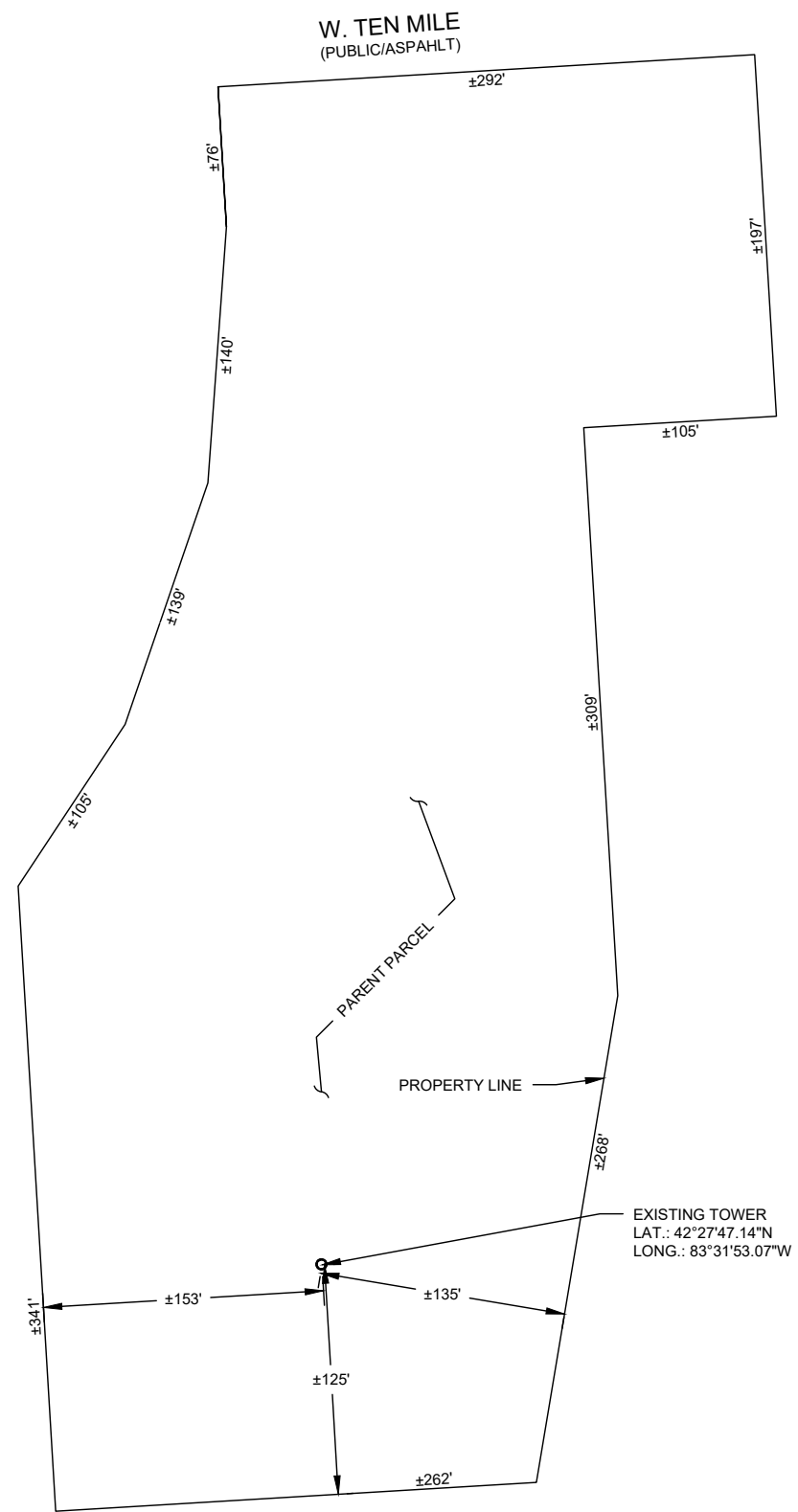
**TeleCAD Wireless**  
 1961 NORTHPOINT BLVD, SUITE 130  
 HIXSON, TN 37343  
 PH: 423-843-9500 FAX: 423-843-9509

**LANDTECH**  
 PROFESSIONAL SURVEYING & ENGINEERING  
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 231.943.0050ph 877.820.LAND toll free  
 www.landtechps.com www.towersurveyors.com

**MI-NOVI-CITY PIMI010**  
 SITE ADDRESS: 49285 W. TEN MILE ROAD  
 NOVI, MI 48374  
 COUNTY: OAKLAND COUNTY

Sheet Title: **AS-BUILT SURVEY**  
 Sheet Number: **S-1**

**811** Know what's below. Call before you dig.



**PARENT PARCEL DETAIL**  
 SCALE: 1"=100'

LEGEND	
● IRON FOUND	○ <sup>STM</sup> STORM MANHOLE
○ IRON SET	⊕ CATCH BASIN
• P.K. NAIL FOUND	⊞ SQUARE CATCH BASIN
+ P.K. NAIL SET	○ <sup>SM</sup> SANITARY MANHOLE
⊙ GPS MONUMENT	⊙ SANITARY CLEAN-OUT
⊙ MONUMENT BOX FOUND	⊙ MONITOR WELL
⊙ MONUMENT FOUND	⊙ TELCO. MANHOLE
(R) RECORD	⊙ <sup>EM</sup> ELECTRIC METER
(M) MEASURED	⊙ <sup>EHH</sup> ELECTRIC HANDHOLE
⊙ LIGHT POLE	⊙ ELECTRIC TRANSFORMER
⊙ FENCE LINE	⊙ POWER POLE GUY
⊙ SIGN POST	⊙ WATER VALVE
⊙ BENCHMARK	⊙ HYDRANT
	⊙ GAS METER
	⊙ GAS MARKER
	⊙ GAS VALVE
	⊙ TELEPHONE PEDESTAL

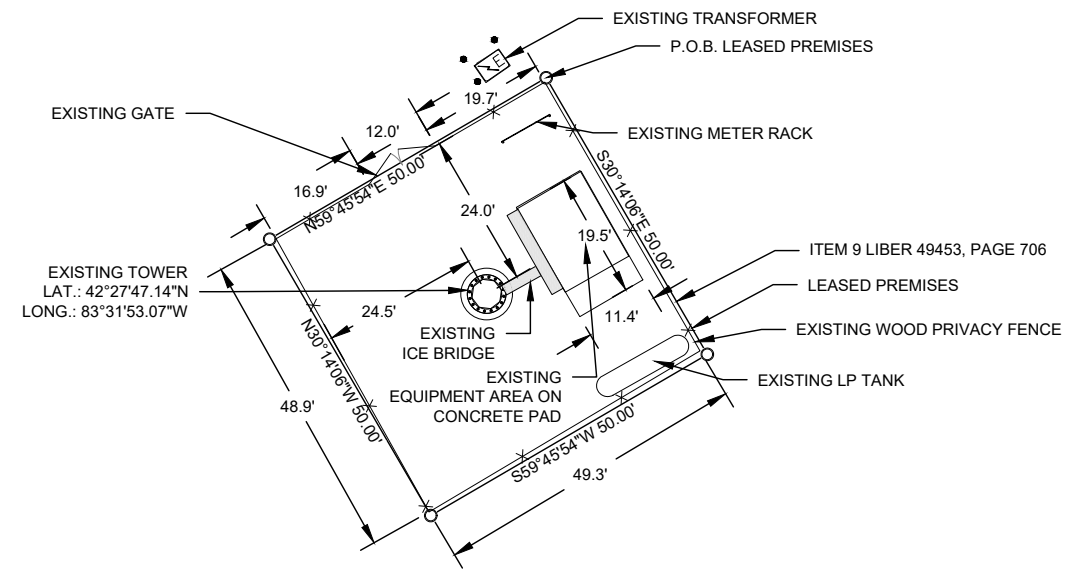
ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

**Parallel**  
**INFRASTRUCTURE**  
 909 LAKE CAROLYN PARKWAY,  
 SUITE 260  
 IRVING, TX 75039

New Par, a Delaware Partnership dba

LANDTECH PROJECT NUMBER: 1530925B

REV.	DATE	DESCRIPTION	REQ. BY	BY
0	04/24/18	PRELIMINARY DRAWINGS	DS	RJH
1	02/04/20	PER COMMENTS	DS	RJH



**LEASE DETAIL**  
 SCALE: 1"=40'

1961 NORTHPOINT BLVD, SUITE 130  
 HIXSON, TN 37343  
 PH: 423-843-9500 FAX: 423-843-9509

**LANDTECH**  
 PROFESSIONAL SURVEYING & ENGINEERING  
 AL, AR, AZ, CO, FL, GA, IL, IN, IA, KS, KY, LA, MI, MN, MO, NE,  
 NC, ND, NJ, NY, OH, OK, PA, SC, SD, TN, TX, VA, WV, WI  
 231.943.0050ph 877.820.LAND toll free  
 www.landtechps.com www.towersurveyors.com

**MI-NOVI-CITY**  
**PIMI010**  
 SITE ADDRESS:  
 49285 W. TEN MILE ROAD  
 NOVI, MI 48374  
 COUNTY: OAKLAND COUNTY

Sheet Title:  
**AS-BUILT SURVEY**  
 Sheet Number:  
**S-2**

**This Instrument Prepared by:**  
PI Tower Development LLC  
2320 Cascade Pointe Boulevard, Suite 300  
Charlotte, NC 28208

Site Name: MI, Novi City  
Site ID: PIMI010

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(Space Above this Line for Recorder's Use)

**AMENDMENT TO OPTION AND LAND LEASE AGREEMENT  
AND MEMORANDUM OF LEASE**

THIS AMENDMENT TO OPTION AND LAND LEASE AGREEMENT AND MEMORANDUM OF LEASE (hereinafter, referred to as this "*Amendment to Lease and Memorandum*") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **the CITY OF NOVI**, a Michigan municipal corporation ("*Lessor*"), whose mailing address is 45175 West Ten Mile Road, Novi, Michigan 48375-3024, Novi, MI, and **PI TOWER DEVELOPMENT LLC**, a Delaware limited liability company ("*Lessee*"), whose address is 2320 Cascade Pointe Blvd., Suite 300 Charlotte, NC 28208.

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement dated May 9, 2016, covering real property located in Oakland County, Michigan (the "*Lease*"), which such Lease was memorialized by that certain Memorandum of Ground Lease of even date, recorded on June 8, 2016 IN Liber 49453, Page 706 of the official records of Oakland County, MI (the "*Memorandum*"); and

WHEREAS, the Lessor and Lessee wish to amend the Lease, and the Memorandum by replacing the legal description of the Leased Premises and the associated easement as hereinafter provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee mutually agree that the Lease and Memorandum are hereby amended as follows:

1. Leased Premises and Easement. The Lessor and Lessee hereby acknowledge and agree that the description of the Leased Premises in the Lease and the Memorandum are hereby deleted in their entirety and replaced with the description of the land, located in Oakland County, Michigan, more particularly described on **Exhibit "A,"** attached hereto and made a part hereof (the "*Leased Premises*"). Further, the Lessor and Lessee agree that the description of the Easement in the Lease and the Memorandum are hereby deleted in their entirety and replaced with the description of the easement described on **Exhibit "B,"** attached hereto and made a part hereof (hereinafter, the "*Easement*"). The Leased Premises and the Easements are collectively referred to as the Premises.
2. All of the terms and conditions of the Lease pertaining to the Lease are incorporated herein by reference. In the event of a conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall govern.

[SIGNATURES FOLLOW]

**IN WITNESS WHEREOF**, Lessor has executed this Amendment to Lease and Memorandum as of the date first written above.

**LESSOR:**

**CITY OF NOVI**,  
a Michigan municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Witness:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, as the \_\_\_\_\_ of the CITY OF NOVI, a Michigan municipal corporation, personally came before me this day and acknowledged that she/he executed the foregoing instrument. She/He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[ADDITIONAL SIGNATURES FOLLOW]

**IN WITNESS WHEREOF**, Lessee has executed this Amendment to Lease and Memorandum as of the date first written above.

**LESSEE:**

**PI TOWER DEVELOPMENT LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Witnesses:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, as \_\_\_\_\_ of **PI TOWER DEVELOPMENT LLC**, a Delaware limited liability company, personally came before me this day and acknowledged that (s)he, being authorized to do so, executed the foregoing instrument on behalf of said company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

Description of Leased Premises

**LEASED PREMISES DESCRIPTION**

PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ALSO BEING PART OF THE PARENT PARCEL 2 AS DESCRIBED ABOVE, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE NORTH 86°34'19" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 678.50 FEET; THENCE SOUTH 03°25'41" EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST TEN MILE; THENCE CONTINUE SOUTH 03°25'41" EAST A DISTANCE OF 18.17 FEET; THENCE SOUTH 04°06'52" WEST A DISTANCE OF 145.65 FEET; THENCE SOUTH 18°55'44" WEST A DISTANCE OF 209.16 FEET; THENCE SOUTH 30°14'06" EAST A DISTANCE OF 216.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°14'06" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 59°45'54" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 30°14'06" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 59°45'54" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,500 SQUARE FEET OR 0.057 ACRES. BEING PART OF THE PARENT PARCEL SET FORTH IN THAT CERTAIN WARRANTY DEED, DATED SEPTEMBER 3, 2013, RECORDED ON MARCH 16, 2016, IN BOOK 49156, PAGE 665, RECORDS OF OAKLAND COUNTY, MICHIGAN.

## EXHIBIT "B"

### Description of Easement

#### **ACCESS/UTILITY EASEMENT DESCRIPTION**

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ALSO BEING PART OF THE PARENT PARCEL 2 AS DESCRIBED ABOVE, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE NORTH 86°34'19" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 678.50 FEET; THENCE SOUTH 03°25'41" EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF WEST TEN MILE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°25'41" EAST A DISTANCE OF 18.17 FEET; THENCE SOUTH 04°06'52" WEST A DISTANCE OF 145.65 FEET; THENCE SOUTH 18°55'44" WEST A DISTANCE OF 209.16 FEET; THENCE SOUTH 30°14'06" EAST A DISTANCE OF 216.92 FEET TO THE NORTHEAST CORNER OF THE ABOVE DESCRIBED LEASE AREA; THENCE SOUTH 59°45'54" WEST ALONG THE NORTH LINE OF SAID LEASE AREA A DISTANCE OF 50.00 FEET; THENCE NORTH 30°14'06" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 59°45'54" EAST A DISTANCE OF 20.00 FEET; THENCE NORTH 30°14'06" WEST A DISTANCE OF 190.65 FEET; THENCE NORTH 18°55'44" EAST A DISTANCE OF 218.98 FEET; THENCE NORTH 04°06'52" EAST A DISTANCE OF 139.77 FEET; THENCE NORTH 03°25'41" WEST A DISTANCE OF 16.19 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY; THENCE NORTH 86°34'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 18,732 SQUARE FEET OR 0.430 ACRES. BEING PART OF THE PARENT PARCEL SET FORTH IN THAT CERTAIN WARRANTY DEED, DATED SEPTEMBER 3, 2013, RECORDED ON MARCH 16, 2016, IN BOOK 49156, PAGE 665, RECORDS OF OAKLAND COUNTY, MICHIGAN.



## TITLE AFFIDAVIT

The undersigned being the \_\_\_\_\_ of the **City of Novi, a Michigan municipal corporation** (the "Owner"), personally appeared and being duly sworn according to law and intending to be legally bound, hereby certify and state as follows:

1. That the undersigned has the authority to execute this affidavit on behalf of the Owner.
2. That the Owner is in possession of the real property (the "Property") described in Chicago Title Insurance Company's ("Chicago Title") Commitment for Title Insurance 0754436 / 14150176 (the "Commitment").
3. That to the Owner's knowledge, and except as disclosed in the Commitment, there are no rights or claims of parties in possession of the Property except as shown on the attached Schedule A **[list any parties in possession or write None]**.
4. The Owner has not contracted for any material to be furnished or labor to be performed in connection with any improvements located on the Property within the last six months.
6. The Ground Lease Agreement dated May 9, 2016 between the Owner and PI Tower Development LLC, its successors and/or assigns, is in full force and effect, there has been no default in the payment of rents; there are no defaults under any other covenants of the lease to be performed by the lessee; and there are no charges which the Owner claims to be additional liens upon the leasehold estate.
7. That to the Owner's knowledge there are no taxes and/or special assessments affecting the property other than those shown on the commitment and all real estate taxes are paid in full; further, there are no unpaid charges for taxes, water and/or sewer services or unpaid special assessments for items such as improvements for sidewalks, curbs, gutters, sewers, etc., not shown as existing liens in the public records.

This Affidavit is made for the purpose of evidencing to Chicago Title that, except as disclosed herein, there are no unpaid mechanics' or materialmen's liens affecting the Property and, to the knowledge of the Owner, no rights in others to possession of the Property. The Owner does hereby agree to indemnify and hold Chicago Title harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees and costs, which Chicago Title shall sustain or become liable for under its policy now to be issued in reliance on the statements made in this Affidavit.

IN WITNESS WHEREOF, the undersigned, being the hereinafter named has caused these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_,2020.

**City of Novi**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
  ) ss:  
County of \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named \_\_\_\_\_ the \_\_\_\_\_ of the **City of Novi**, who acknowledged this instrument to be his/her free act and deed and the free act and deed of the **City**.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Schedule A  
Parties in Possession**

**None.**