



CITY OF NOVI CITY COUNCIL
JULY 27, 2026

SUBJECT: Approval of a sidewalk easement from UPH Novi Property, LLC as part of the Culver's site plan, located on the west side of Novi Road north of West Oaks Drive (parcel 50-22-15-200-115).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- The process is required to accept sidewalk easements where public pathways cross on to private property.

BACKGROUND INFORMATION:

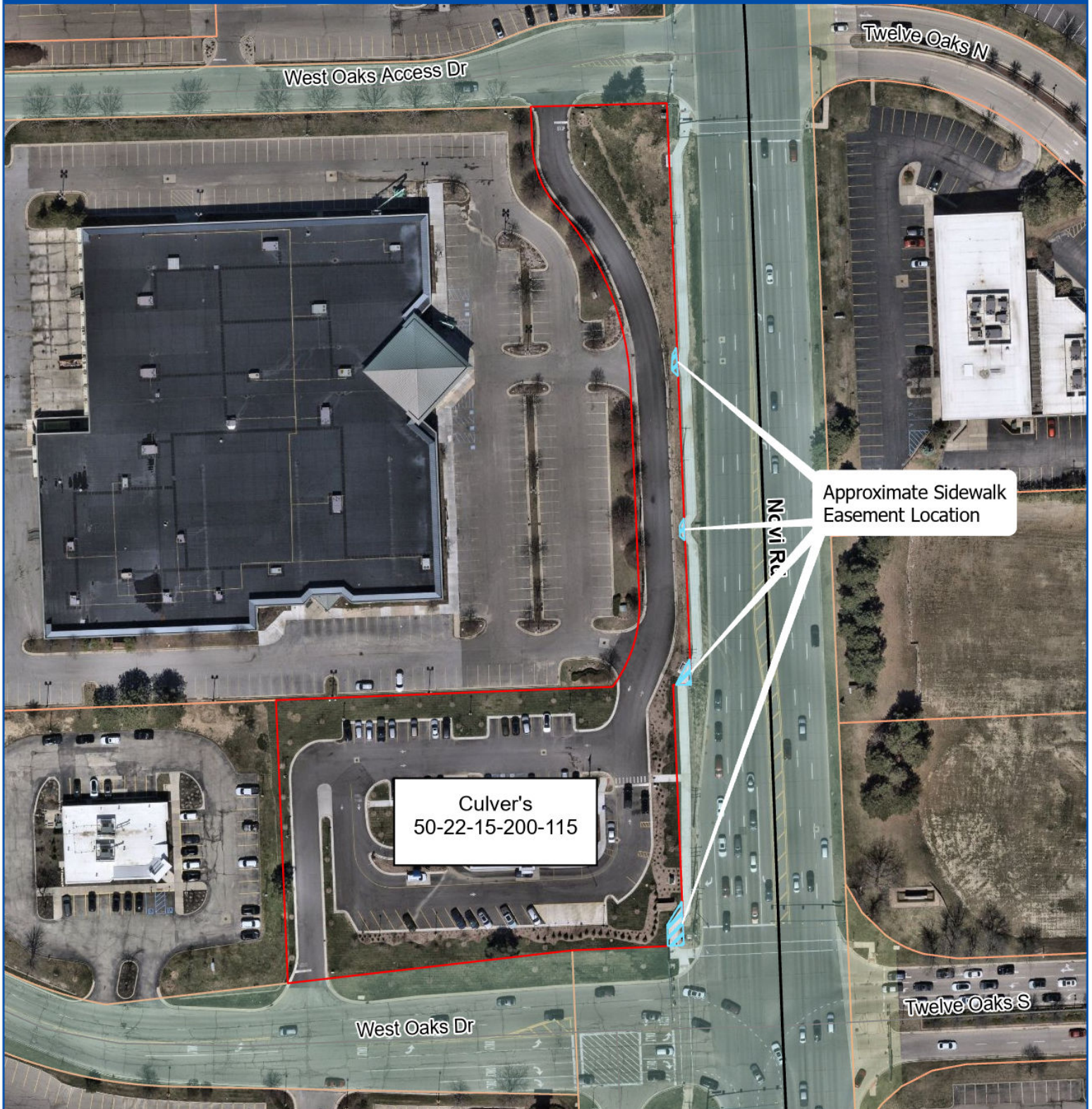
UPH Novi Property, LLC is requesting the acceptance of a sidewalk easement to satisfy one of the conditions in the site plan approval process. The existing sidewalk on the west side of Novi Road was located outside of the existing right-of-way for Novi Road. Because of this a variable width sidewalk easement was requested.

The Sidewalk Easement has been approved by the City Attorney (Beth Saarela, November 25, 2025) and the City's Engineering Consultant (Spalding DeDecker, November 25, 2025). The enclosed documents have been reviewed and are recommended for acceptance.

RECOMMENDED ACTION: Approval of a sidewalk easement from UPH Novi Property, LLC as part of the Culver's site plan, located on the west side of Novi Road north of West Oaks Drive (parcel 50-22-15-200-115).

Culver's Sidewalk Easement

Location Map



Legend

- Minor Road
- Major Road
- Dedicated
- Highway Easement
- Tax Parcels
- Subject Parcel
- Proposed Sidewalk Easement



Feet
0 50 100 200

Map Author: Humna Anjum
Map Print Date: 07/06/2026

ELIZABETH KUDLA SAARELA
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Farmington Hills, Michigan 48331
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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 25, 2025

Ben Croy, City Engineer
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: Culvers JSP23-0037
On-Site Acceptance Documents**

Dear Mr. Croy:

We have received and reviewed the following on-site acceptance documents for Culvers and have the following comments:

- Water System Easement (**Approved**)
- Sanitary Sewer Manhole Access Easement (**Approved**)
- Sidewalk Easement (**Approved**)
- Bill of Sale (**Approved**)
- Title Commitment

Water System and Sanitary Sewer Manhole Access Easement

The Water System and Sanitary Sewer Manhole Access Easement are in the City's standard format and are consistent with the Title Commitment provided. The Water System Easement and Sanitary Sewer Manhole Access Easement are approved subject to review and approval of the exhibits by the City's Consulting Engineer. The Bill of Sale is in the City's standard format and is acceptable for the purpose of conveying the water system to the City.

Sidewalk Easement

The Sidewalk Easement is in the City's standard format and is consistent with the Title Commitment provided and is approved subject to review and approval of the exhibits by the City's Consulting Engineer.

Once accepted by Affidavit of the City Engineer the Water System Easement and Sanitary Sewer Manhole Access Easement should be recorded with the Oakland County Register of Deeds in the usual manner. The Bill of Sale should be retained in the City's file. The Sidewalk Easement should be placed on a City Council Agenda for acceptance and once approved, it should be recorded with

Ben Croy, City Engineer
City of Novi
November 25, 2025
Page 2

the Oakland County Register of Deeds in the usual manner. The title search should be retained in the City's file.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, City Planner
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Stacey Choi, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Millad Alesmail, Project Engineer
Kate Purpura, Project Engineer
Taylor Reynolds & Ted Meadows, Spalding DeDecker
Alyssa Craigie, Administrative Assistant
Tyler Smith, Kimly Horn
Thomas R. Schultz, Esquire

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **UPH Novi Property, LLC**, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393 (hereinafter referred to as “Grantor”), for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 (hereinafter referred to as “Grantee”), a permanent easement for a public walkway over across and through property located in Section 15, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement Area Description Exhibit}

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

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit C.

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

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

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.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

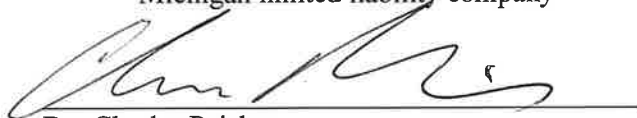
Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

{Signature begins on following page}

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 19 day of November, 2025.

GRANTOR:

UPH Novi Property, LLC, a
Michigan limited liability company

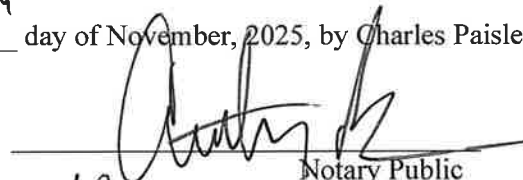
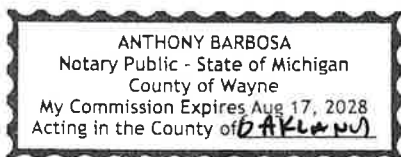


By: Charles Paisley

Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of November, 2025, by Charles Paisley, Member, on behalf of UPH Novi Property, LLC.



Notary Public

Wayne

County, Michigan

My Commission Expires: 8/17/2028

Drafted by:
Randall J. Soverinsky
Demorest Law Firm, PLLC
322 W Lincoln
Royal Oak, MI 48067

When recorded return to:
City of Novi
City Clerk
45175 W. Ten Mile Road.
Novi, MI 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Sidewalk Easement, dated November __, 2025, as shown in the Exhibit A, attached hereto and incorporated herein, whereby UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393, granted and conveyed said easement to the City of Novi, the undersigned hereby evidences its acknowledgment and 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.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 21 day of November, 2025.

Waterford Bank, N.A.

By:

Rebecca Neuman, Executive Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing Consent to Easement was acknowledged before me this 21st day of November, 2025, by Rebecca Neuman, the Executive Vice-President of Waterford Bank, N.A., a ~~Michigan~~ Delaware, on its behalf.

National Banking Association

JYLLIAN McMURRAY
Notary Public – State of Michigan
County of Oakland
My Commission Expires Sept. 11, 2027
Acting in the County of Oakland


 Notary Public
 Acting in Oakland County, MI
 My commission expires: 9/11/27

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PARCEL 1

LAND IN THE CITY OF NOVI, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15 AND SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 93.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 204.58 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 14.85 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 163.07 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 124.00 FEET, A CENTRAL ANGLE OF 75 DEGREES 21 MINUTES 03 SECONDS, AND A LONG CHORD BEARING NORTH 35 DEGREES 16 MINUTES 23 SECONDS EAST 151.57 FEET; THENCE NORTH 72 DEGREES 56 MINUTES 55 SECONDS EAST 105.98 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 117.95 FEET TO A NON-TANGENT POINT, SAID CURVE HAVING A RADIUS OF 146.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 17 MINUTES 20 SECONDS, AND A LONG CHORD BEARING NORTH 49 DEGREES 48 MINUTES 15 SECONDS EAST 114.77 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 05 SECONDS EAST 12.13 FEET; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 216.59 FEET TO THE POINT OF BEGINNING.

CONTAINING: 41,566 SQUARE FEET OR 0.954 ACRES

TAX ID NUMBER: 22-15-200-099

ADDRESS: NOVI ROAD AND WEST OAKS DRIVE, NOVI, MI (VACANT)

LEGAL DESCRIPTION - PARCEL 2

LAND IN THE CITY OF NOVI, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15 AND SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 168.99 FEET AND SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 236.67 FEET AND NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 17.24 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION; THENCE CONTINUING NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 217.98 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 48 SECONDS EAST 279.75 FEET TO A POINT ON CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 73.77 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 37 DEGREES 04 MINUTES 36 SECONDS, AND A LONG CHORD BEARING SOUTH 54 DEGREES 24 MINUTES 36 SECONDS WEST 72.49 FEET; THENCE SOUTH 72 DEGREES 56 MINUTES 55 SECONDS WEST 105.98 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 205.16 FEET, SAID CURVE HAVING A RADIUS OF 156.00 FEET, A CENTRAL ANGLE OF 75 DEGREES 21 MINUTES 03 SECONDS, AND A LONG CHORD BEARING SOUTH 35 DEGREES 16 MINUTES 23 SECONDS WEST 190.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 19,326 SQUARE FEET OR 0.444 ACRES

TAX ID NUMBER: 22-15-200-097

ADDRESS: NOVI ROAD AND WEST OAKS DRIVE, NOVI, MI (VACANT)

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	10-22-2025	M.R.C.	N706-03	1 of 6

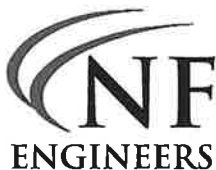
Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - VACATED KAREVICH DRIVE

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15 AND SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 168.99 FEET AND SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 204.58 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 32.09 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 17.24 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 205.16 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 156.00 FEET, A CENTRAL ANGLE OF 75°21'03", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 35 DEGREES 16 MINUTES 23 SECONDS EAST 190.69 FEET; THENCE NORTH 72 DEGREES 56 MINUTES 55 SECONDS EAST 105.98 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 73.77 FEET, SAID CURVE HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 37°04'36", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 54 DEGREES 24 MINUTES 36 SECONDS EAST 72.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 77.66 FEET, SAID CURVE HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 38°41'26", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 56 MINUTES 38 SECONDS EAST 76.19 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 176.99 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.63 FEET, SAID CURVE HAVING A RADIUS OF 237.78 FEET, A CENTRAL ANGLE OF 39°25'46", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 57 SECONDS WEST 160.42 FEET TO A REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 57.12 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 39°25'51", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 58 SECONDS WEST 56.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS WEST 31.63 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 52 SECONDS EAST 113.01 FEET; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 482.97 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 27.11 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 117.95 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 146.00 FEET, A CENTRAL ANGLE OF 46°17'20", AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 49 DEGREES 48 MINUTES 15 SECONDS WEST 114.77 FEET; THENCE SOUTH 72 DEGREES 56 MINUTES 55 SECONDS WEST 105.98 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.07 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 124.00 FEET, A CENTRAL ANGLE OF 75°21'03", AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 35 DEGREES 16 MINUTES 23 SECONDS WEST 151.57 FEET; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 14.85 FEET TO THE POINT OF BEGINNING.

CONTAINING: 41,157 SQUARE FEET OR 0.945 ACRES.



NF
ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	10-22-2025	M.R.C.	N706-03	2 of 6

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - COMBINED PARCEL

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 93.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 236.67 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 235.22 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 48 SECONDS EAST 279.75 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 77.66 FEET, SAID CURVE HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 38°41'26", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 56 MINUTES 38 SECONDS EAST 76.19 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 176.99 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.63 FEET, SAID CURVE HAVING A RADIUS OF 237.78 FEET, A CENTRAL ANGLE OF 39°25'46", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 57 SECONDS WEST 160.42 FEET TO A REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 57.12 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 39°25'51", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 58 SECONDS WEST 56.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS WEST 31.63 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 52 SECONDS EAST 113.01 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 482.97 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 14.98 FEET TO A POINT ON THE WEST SEVENTY-FIVE (75) FOOT RIGHT-OF-WAY LINE OF SAID NOVI ROAD; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 216.59 FEET ALONG SAID WEST 75' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

CONTAINING: 102,049 SQUARE FEET OR 2.343 ACRES.

TAX ID: 22-15-200-115

ADDRESS: 27767 NOVI ROAD, NOVI, MI 48377

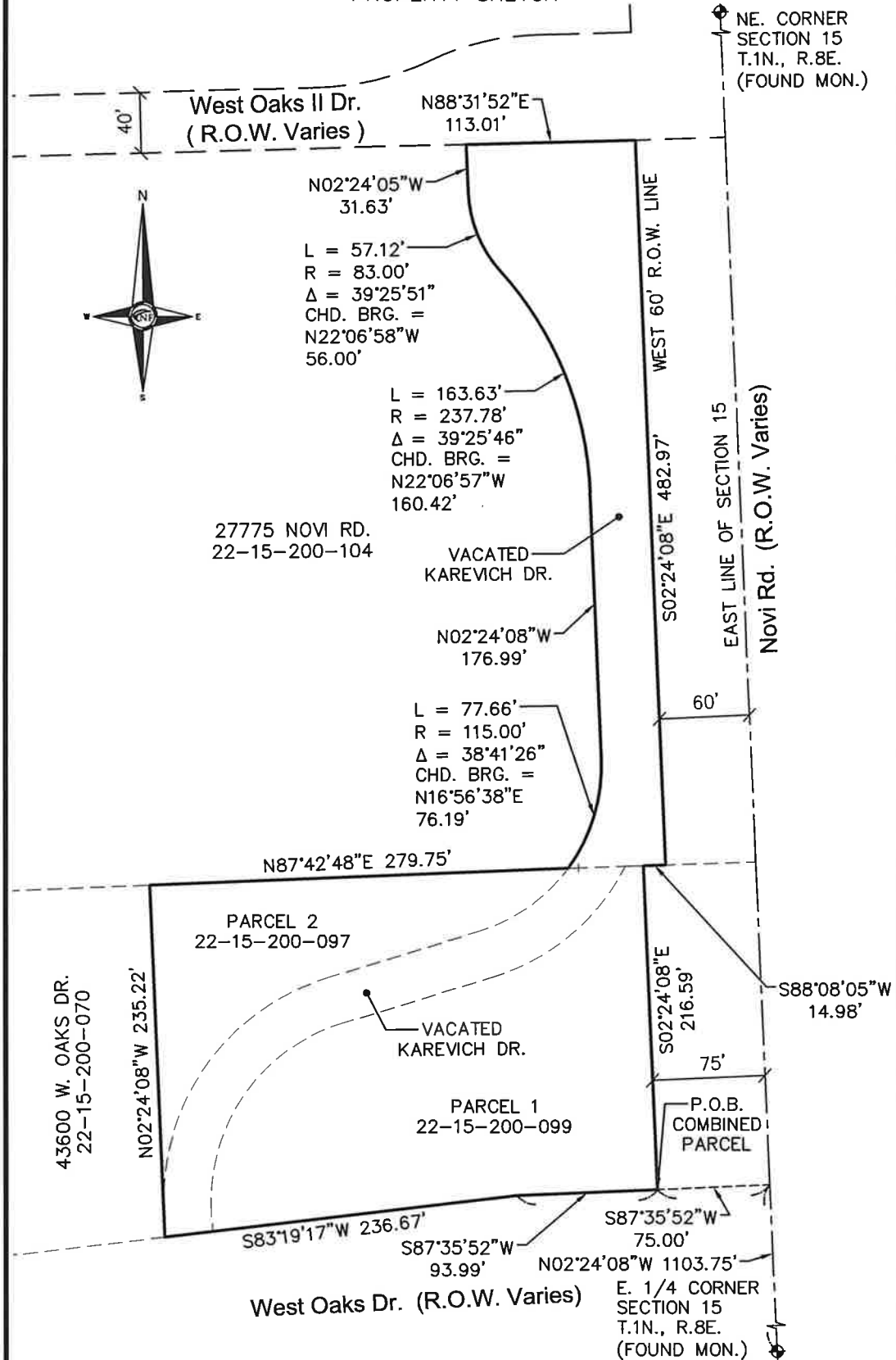


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DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	10-22-2025	M.R.C.	N706-03	3 of 6

Exhibit B

PROPERTY SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
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WWW.NFE-ENGR.COM

SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	10-22-2025	M.R.C.	N706-03	4 of 6

Exhibit C

SIDEWALK EASEMENT DESCRIPTION

LEGAL DESCRIPTION - SIDEWALK EASEMENT #1

A VARIABLE WIDTH SIDEWALK EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING OF SAID SIDEWALK EASEMENT; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 15.22 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 35 SECONDS WEST 17.14 FEET; THENCE NORTH 36 DEGREES 16 MINUTES 34 SECONDS EAST 18.43 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS EAST 79.53 FEET TO A POINT ON THE WEST SEVENTY-FIVE (75) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 110.97 FEET ALONG SAID WEST 75' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - SIDEWALK EASEMENT #2

A VARIABLE WIDTH SIDEWALK EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 216.59 FEET TO THE POINT OF BEGINNING OF SAID SIDEWALK EASEMENT; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 0.75 FEET; THENCE NORTH 30 DEGREES 37 MINUTES 52 SECONDS EAST 28.87 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 24.35 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 14.99 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - SIDEWALK EASEMENT #3

A VARIABLE WIDTH SIDEWALK EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1432.08 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 60.00 FEET TO THE POINT OF BEGINNING OF SAID SIDEWALK EASEMENT; THENCE NORTH 20 DEGREES 43 MINUTES 40 SECONDS WEST 17.09 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 35 SECONDS WEST 21.47 FEET; THENCE NORTH 21 DEGREES 40 MINUTES 38 SECONDS EAST 12.92 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 49.49 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - SIDEWALK EASEMENT #4

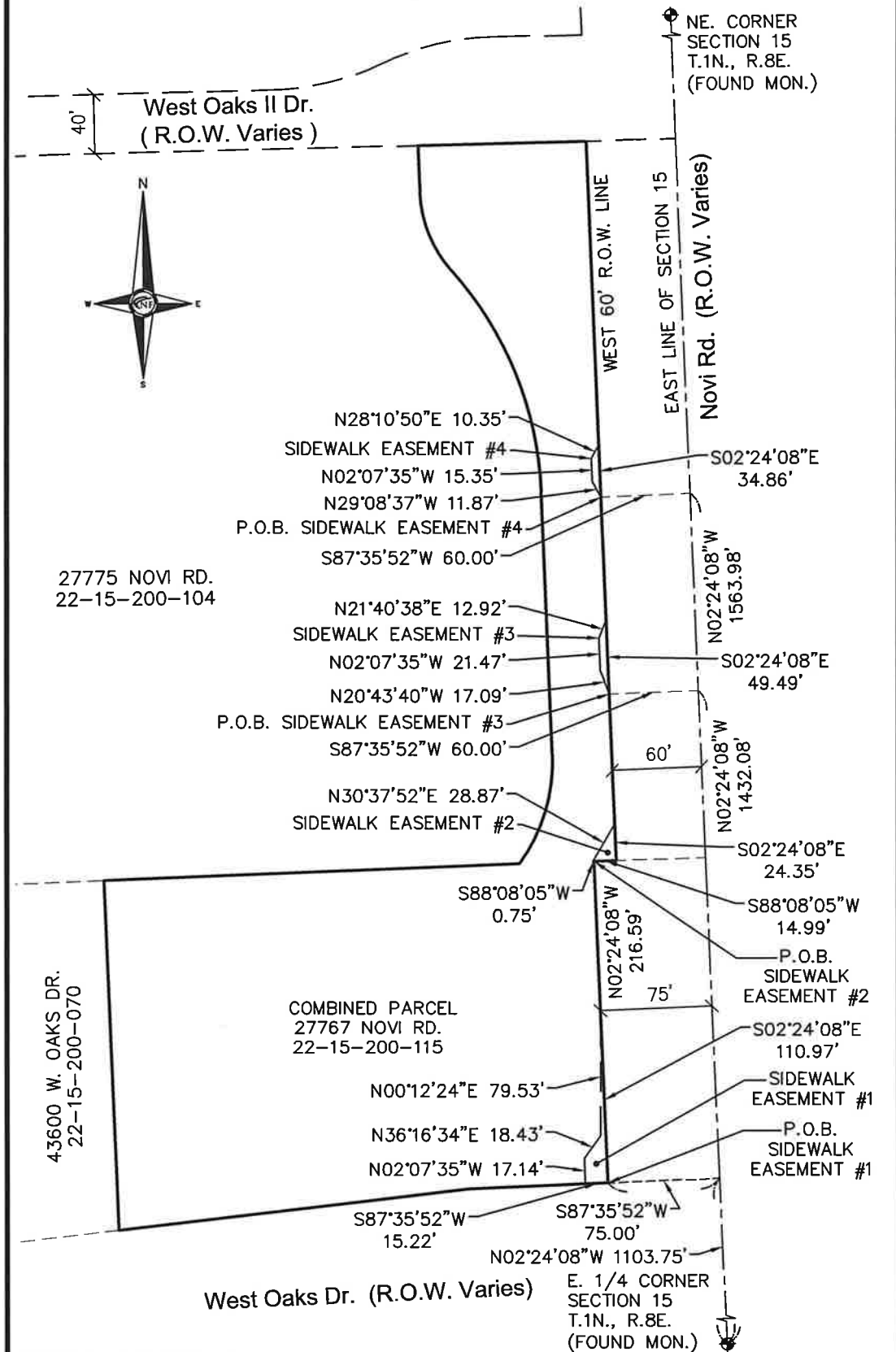
A VARIABLE WIDTH SIDEWALK EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1563.98 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 60.00 FEET TO THE POINT OF BEGINNING OF SAID SIDEWALK EASEMENT; THENCE NORTH 29 DEGREES 08 MINUTES 37 SECONDS WEST 11.87 FEET; THENCE NORTH 02 DEGREES 07 MINUTES 35 SECONDS WEST 15.35 FEET; THENCE NORTH 28 DEGREES 10 MINUTES 50 SECONDS EAST 10.35 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 34.86 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

NOWAK & FRAUS ENGINEERS
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DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	10-22-2025	M.R.C.	N706-03	5 of 6

Exhibit D

SIDEWALK EASEMENT SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

SCALE
1" = 80'

DATE
11-7-2024

REVISED
10-22-2025

DRAWN
M.R.C.

JOB NO.
N706-03

SHEET
6 of 6

SANITARY SEWER MANHOLE ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, Michigan 48393, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A-Property Description/Sketch Exhibit]

Tax Parcel Identification Numbers: 22-15-200-099 and 22-15-200-097

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

[See attached and incorporated Exhibit B-Sanitary Sewer Manhole Access Easement Area Description Exhibit]

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

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

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

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

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.

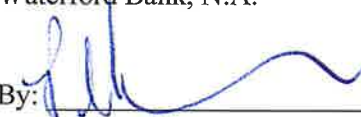
Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a).

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Sanitary Sewer Manhole Access Easement, dated November 21st, 2025, attached hereto and incorporated as Exhibit A, whereby UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393, 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.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 21 day of November, 2025.

Waterford Bank, N.A.

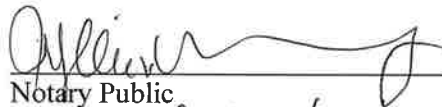
By: 

Rebecca Neuman, Executive ~~Director~~

vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 21st day of November, 2025, by Rebecca Neuman, the Executive Vice-President of Waterford Bank, N.A., a ~~Michigan~~ National Banking Association, on its behalf.


Notary Public
Acting in Oakland County, MI
My commission expires: 9/11/27

THIS INSTRUMENT DRAFTED BY:

Randall J. Soverinsky
Demorest Law Firm, PLLC
322 W Lincoln
Royal Oak, MI 48067

JYLLIAN McMURRAY
Notary Public – State of Michigan
County of Oakland
My Commission Expires Sept. 11, 2027
Acting in the County of Oakland

AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk
City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

UPH Novi Property LLC/City of Novi (1790)/Documents/Easement Drafts/2025 06 16 sanitarysewermanholeaccesseasement.docx

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - COMBINED PARCEL

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 93.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 236.67 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 235.22 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 48 SECONDS EAST 279.75 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 77.66 FEET, SAID CURVE HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 38°41'26", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 56 MINUTES 38 SECONDS EAST 76.19 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 176.99 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.63 FEET, SAID CURVE HAVING A RADIUS OF 237.78 FEET, A CENTRAL ANGLE OF 39°25'46", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 57 SECONDS WEST 160.42 FEET TO A REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 57.12 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 39°25'51", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 58 SECONDS WEST 56.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS WEST 31.63 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 52 SECONDS EAST 113.01 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 482.97 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 14.98 FEET TO A POINT ON THE WEST SEVENTY-FIVE (75) FOOT RIGHT-OF-WAY LINE OF SAID NOVI ROAD; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 216.59 FEET ALONG SAID WEST 75' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

CONTAINING: 102,049 SQUARE FEET OR 2.343 ACRES.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
WWW.NFE-ENGR.COM

DATE	DRAWN	JOB NO.	SHEET
11-7-2024	M.R.C.	N706-01	3 of 6

Exhibit A

PROPERTY SKETCH

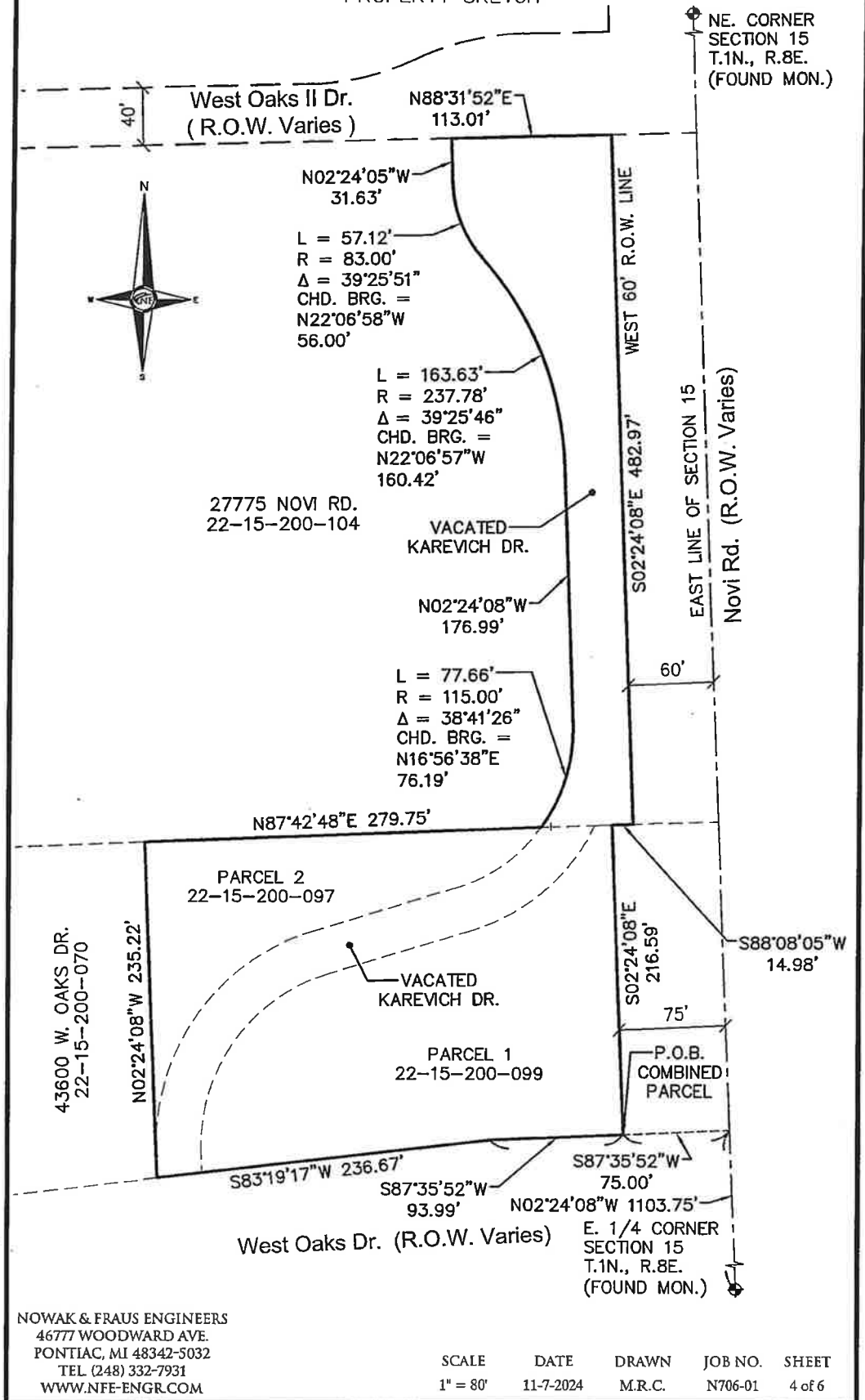


Exhibit B

SANITARY ACCESS EASEMENT DESCRIPTION

LEGAL DESCRIPTION - SANITARY ACCESS EASEMENT

A TWENTY-FIVE (25) FOOT WIDE SANITARY ACCESS EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 168.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 217.64 FEET TO THE POINT OF BEGINNING OF SAID SANITARY ACCESS EASEMENT; THENCE NORTH 02 DEGREES 25 MINUTES 05 SECONDS WEST 192.66 FEET; THENCE SOUTH 87 DEGREES 34 MINUTES 55 SECONDS WEST 18.91 FEET TO THE POINT OF ENDING.



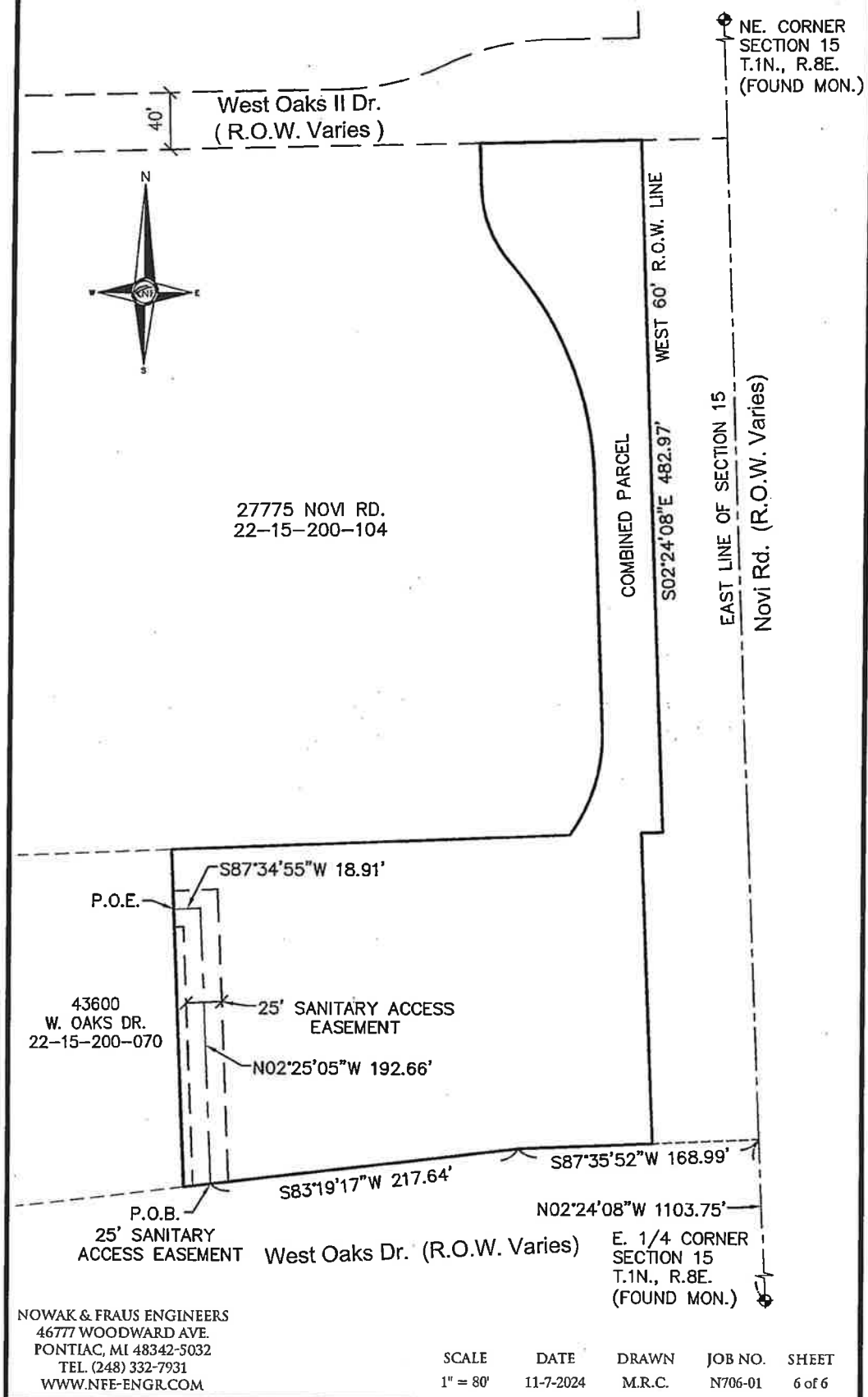
ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

DATE	DRAWN	JOB NO.	SHEET
11-7-2024	M.R.C.	N706-01	5 of 6

Exhibit C

SANITARY ACCESS EASEMENT SKETCH



WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, Michigan 48393, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A-Property Description/Sketch Exhibit]

Tax Identification Number: 22-15-200-115

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

[See attached and incorporated Exhibit B-Water Main Easement Area Description Exhibit]

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

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

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

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

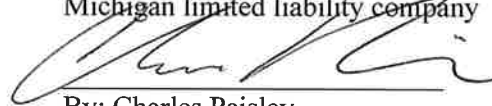
This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 19 day of November, 2025.

GRANTOR:

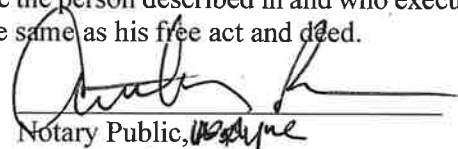
UPH Novi Property, LLC, a
Michigan limited liability company



By: Charles Paisley
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 19th day of November, 2025, before me, personally appeared the above named Charles Paisley, Member of UPH Novi Property, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Notary Public, Wayne
Acting in Oakland County, MI

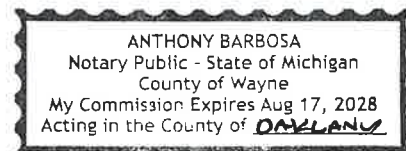
My commission expires: 8/17/2028

THIS INSTRUMENT DRAFTED BY:

Randall J. Soverinsky
Demorest Law Firm, PLLC
322 W Lincoln
Royal Oak, MI 48067

AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk
45175 Ten Mile
Novi, Michigan 48375



CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated November ___, 2025, as shown in the Exhibit A, attached hereto and incorporated herein, whereby UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393, granted and conveyed said easement to the City of Novi, the undersigned hereby evidences its acknowledgment and 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.

21 IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the day of November, 2025.

Waterford Bank, N.A.

By: _____

Rebecca Neuman, Executive Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 21st day of November, 2025, by Rebecca Neuman, the Executive Vice-President of Waterford Bank, N.A., a Michigan, on its behalf.

National Banking Association

JYLLIAN McMURRAY
Notary Public – State of Michigan
County of Oakland
My Commission Expires Sept. 11, 2027
Acting in the County of Oakland

Jyllian

Notary Public
Acting in Oakland County, MI
My commission expires: 9/11/27

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PROPERTY

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 93.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 236.67 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 235.22 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 48 SECONDS EAST 279.75 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 77.66 FEET, SAID CURVE HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 38°41'26", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 56 MINUTES 38 SECONDS EAST 76.19 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 176.99 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.63 FEET, SAID CURVE HAVING A RADIUS OF 237.78 FEET, A CENTRAL ANGLE OF 39°25'46", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 57 SECONDS WEST 160.42 FEET TO A REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 57.12 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 39°25'51", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 58 SECONDS WEST 56.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS WEST 31.63 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 52 SECONDS EAST 113.01 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 482.97 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 14.98 FEET TO A POINT ON THE WEST SEVENTY-FIVE (75) FOOT RIGHT-OF-WAY LINE OF SAID NOVI ROAD; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 216.59 FEET ALONG SAID WEST 75' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

CONTAINING: 102,049 SQUARE FEET OR 2.343 ACRES.

TAX ID NUMBER: 22-15-200-115



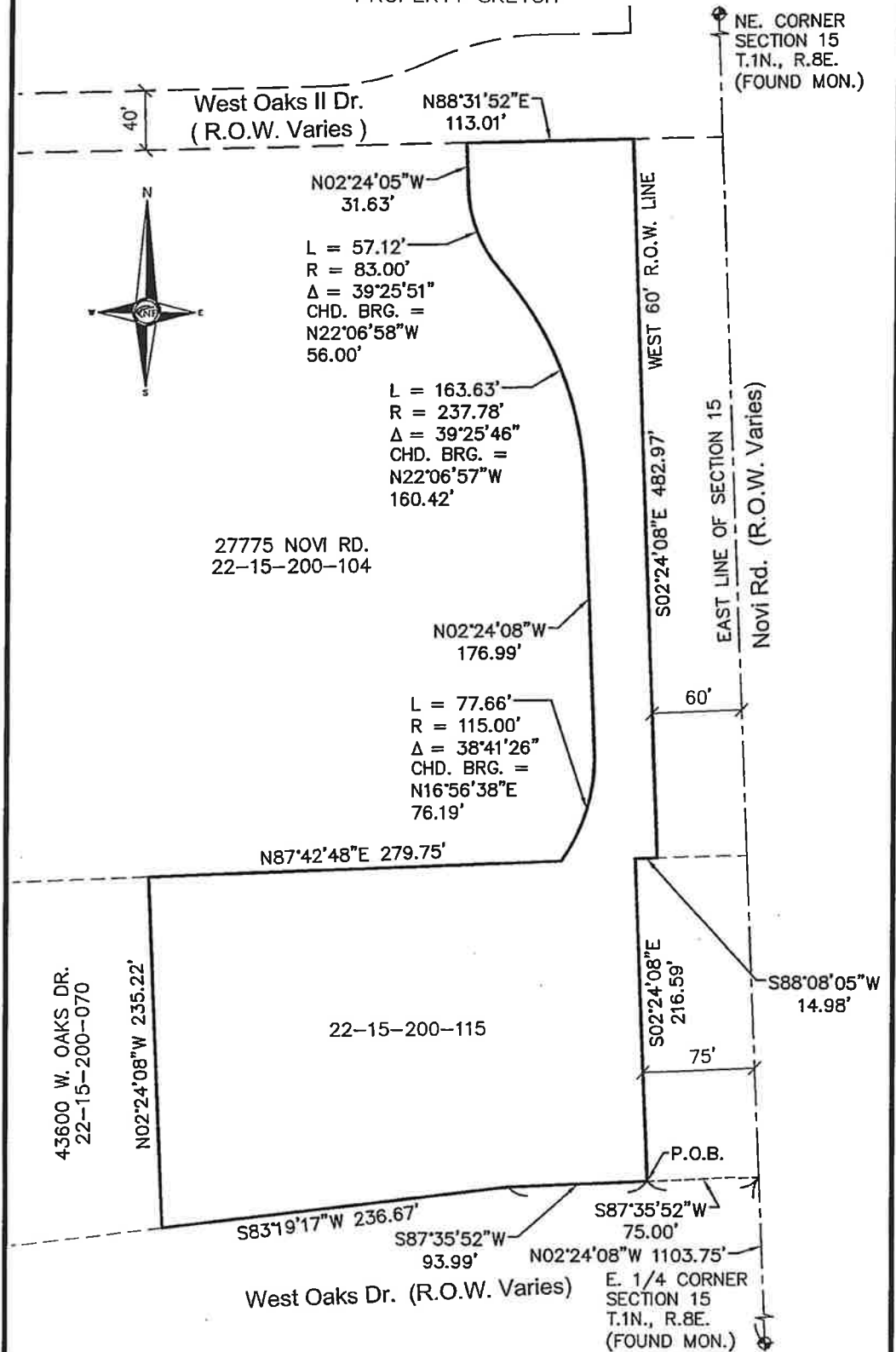
ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	1 of 4

Exhibit A

PROPERTY SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
WWW.NFE-ENGR.COM

SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	5-5-2025	M.R.C.	N706-01	2 of 4

Exhibit B

WATER MAIN EASEMENT DESCRIPTION

LEGAL DESCRIPTION - WATER MAIN EASEMENT

A TWENTY (20) FOOT WIDE WATER MAIN EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 149.46 FEET TO THE POINT OF BEGINNING OF SAID WATER MAIN EASEMENT; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 35.62 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 25 SECONDS EAST 24.58 FEET TO THE POINT OF ENDING.



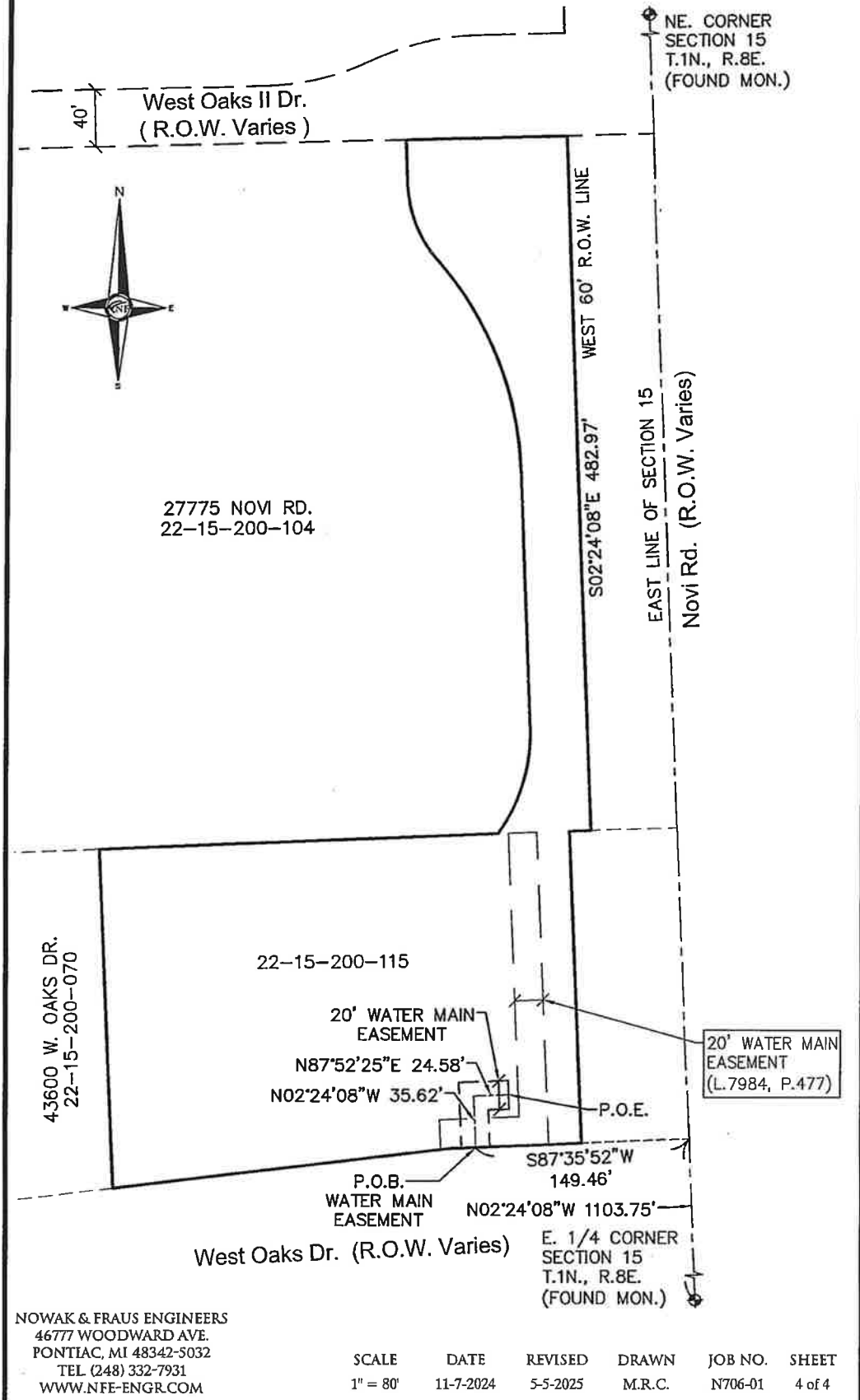
ENGINEERS

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TEL (248) 332-7931
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DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	3 of 4

Exhibit C

WATER MAIN EASEMENT SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
WWW.NFE-ENGR.COM

SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	5-5-2025	M.R.C.	N706-01	4 of 4

BILL OF SALE

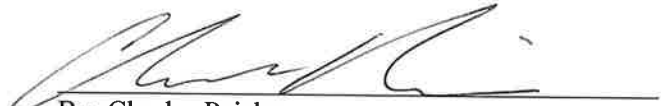
KNOW ALL MEN BY THESE PRESENTS, that **UPH Novi Property, LLC**, a Michigan limited liability company ("UPH"), whose address is 49169 Alpha Drive, Wixom, Michigan 48393, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Novi**, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply according to the easements and/or public rights-of-way therefore established described as follows:

{See the Attached and Incorporated Exhibit A-Water System Easement)

In witness whereof, the undersigned has executed these presents this 19th day of November, 2025.

Signed by

UPH Novi Property, LLC, a
Michigan limited liability company

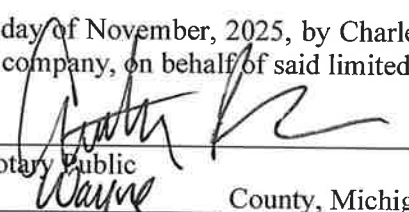


By: Charles Paisley

Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of November, 2025, by Charles Paisley, Member, on behalf of UPH Novi Property, LLC, a Michigan limited liability company, on behalf of said limited liability company.



Notary Public

Wayne County, Michigan

My Commission Expires: 8/17/2028

Drafted by:
Randall J. Soverinsky
Demorest Law Firm, PLLC
415 S. West St., Suite 300
Royal Oak, MI 48067

Return To:
Cortney Hanson, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

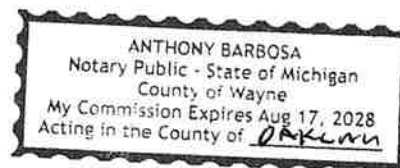


Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PROPERTY

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CONTAINING: 102,049 SQUARE FEET OR 2.343 ACRES.

TAX ID NUMBER: 22-15-200-115



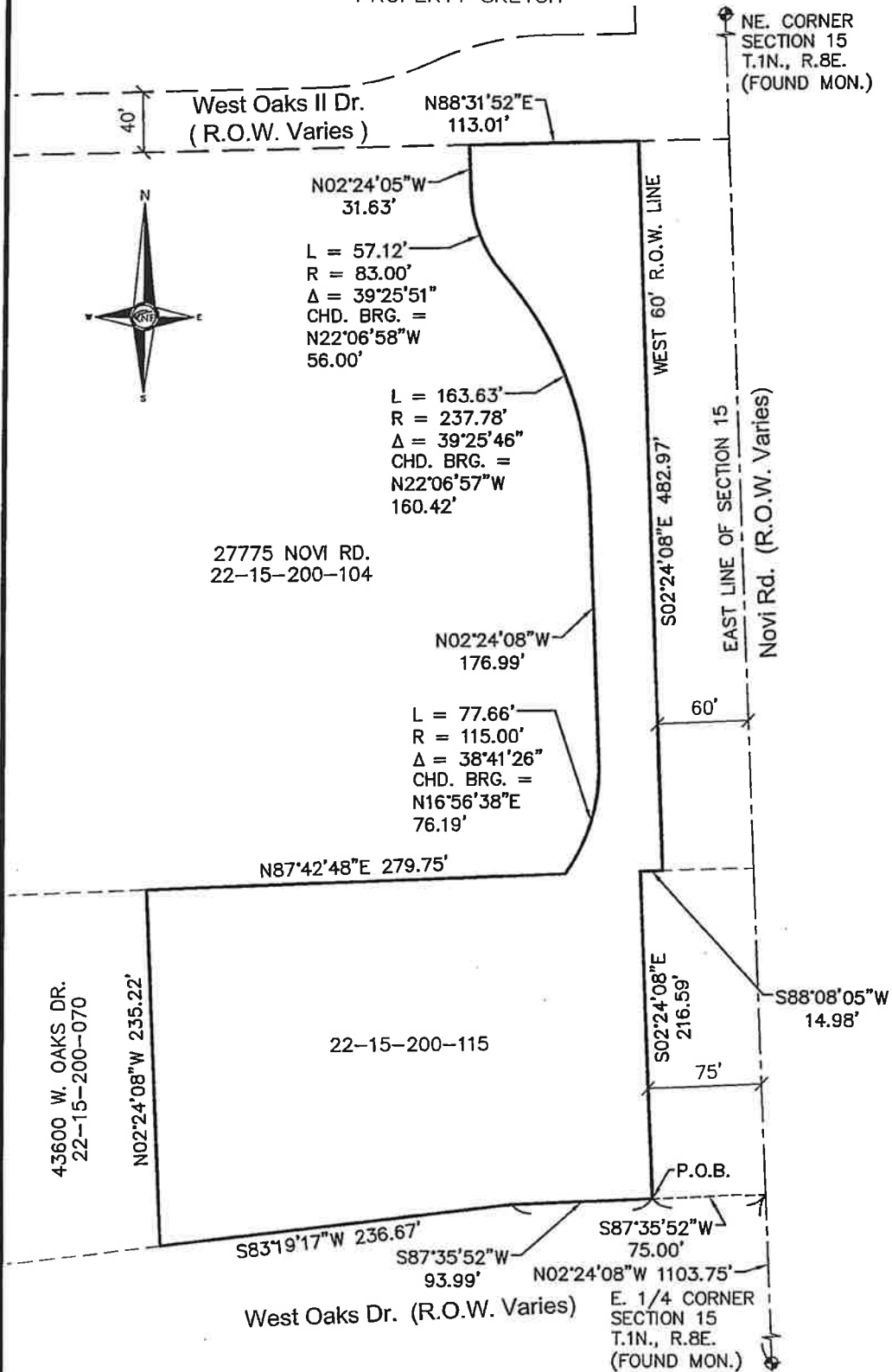
ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	1 of 4

Exhibit A

PROPERTY SKETCH



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
WWW.NFE-ENGR.COM

SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	5-5-2025	M.R.C.	N706-01	2 of 4

Exhibit B

WATER MAIN EASEMENT DESCRIPTION

LEGAL DESCRIPTION - WATER MAIN EASEMENT

A TWENTY (20) FOOT WIDE WATER MAIN EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 149.46 FEET TO THE POINT OF BEGINNING OF SAID WATER MAIN EASEMENT; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 35.62 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 25 SECONDS EAST 24.58 FEET TO THE POINT OF ENDING.



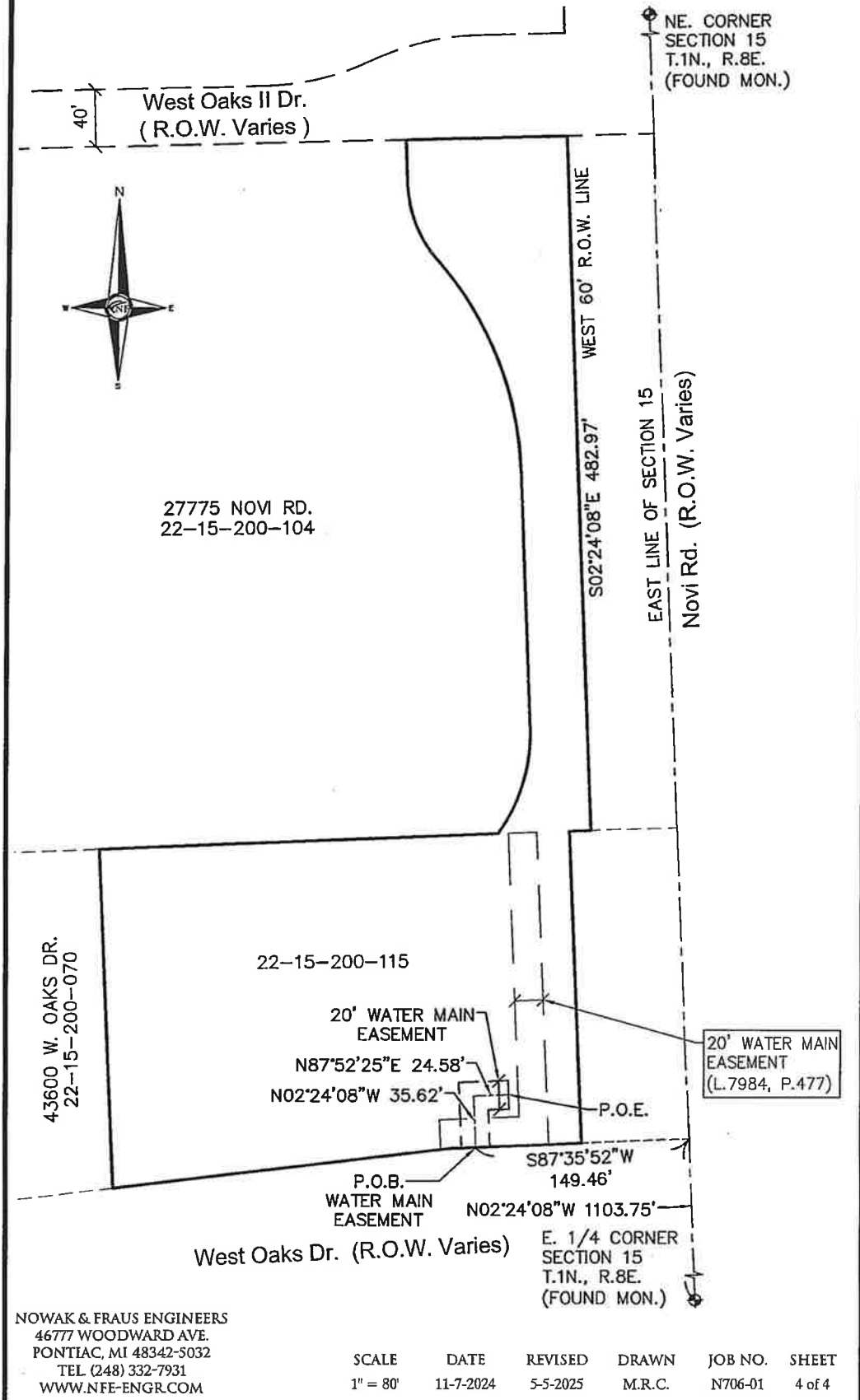
ENGINEERS

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TEL (248) 332-7931
WWW.NFE-ENGR.COM

DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	3 of 4

Exhibit C

WATER MAIN EASEMENT SKETCH





ALTA OWNER'S POLICY OF TITLE INSURANCE

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**ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1.** The Title being vested other than as stated in Schedule A.
- 2.** Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

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3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.



First American

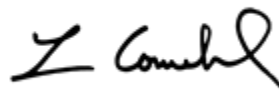
**Owner's Policy of Title Insurance
Michigan - 2021 v. 01.00 (07-01-2021)**

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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Form 50113226 (8-18-22)

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.



CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.



- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.



5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
 - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
 - ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.
- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.



7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.



- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.



14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.
The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.



Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 5445 Corporate Drive, Suite 175, Troy, MI 48098
Issuing Office's ALTA® Registry ID: 1123059
Issuing Office File Number: NCS-1183326-MICH
Property Address: Novi Road and West Oaks Drive, Novi, MI

SCHEDULE A

Name and Address of Title Insurance Company:
First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707
Policy Number: 1183326
Amount of Insurance: \$2,150,000.00
Date of Policy: April 10, 2024 at 12:59 P.M.

1. The Insured is:

UPH Novi Property LLC, a Michigan limited liability company
2. The estate or interest in the Land insured by this policy is:

Fee Siimple
3. The Title is vested in:

UPH Novi Property LLC, a Michigan limited liability company
4. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof



File No. NCS-1183326-MICH

SCHEDULE B

Policy Number: 1183326

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. This item has been intentionally deleted.
2. This item has been intentionally deleted.
3. This item has been intentionally deleted.
4. This item has been intentionally deleted.
5. This item has been intentionally deleted.
6. The lien of taxes and special assessments for 2023 winter installment and subsequent years not yet due and payable.
7. This item has been intentionally deleted.
8. The terms, provisions and easement(s) contained in the document entitled "Declaration of Easements" recorded April 08, 1981 as Liber 7984, Page 477 of Official Records. (Affects both Parcels)
9. The terms, provisions and easement(s) contained in the document entitled "Joint Underground Easement" recorded August 09, 1982 as Liber 8224, Page 172 of Official Records. (Affects both Parcels)
10. This item has been intentionally deleted.
11. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.



12. This item has been intentionally deleted.
13. This item has been intentionally deleted.
14. A Mortgage to secure an original principal indebtedness of \$3,485,000.00, and any other amounts or obligations secured thereby, recorded April 11, 2024 as Liber 59281, Page 473 of Official Records.
Dated: April 3, 2024
Mortgagor: UPH Novi Property LLC, a Michigan limited liability company
Mortgagee: Waterford Bank, NA



File No. NCS-1183326-MICH

EXHIBIT A

Policy Number: 1183326

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MI, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Part of the Northeast 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point located North 02 degrees 24 minutes 08 seconds West 1103.75 feet along the East line of said Section 15 and South 87 degrees 35 minutes 52 seconds West 75.00 feet from the East 1/4 corner of said Section; thence continuing South 87 degrees 35 minutes 52 seconds West 93.99 feet; thence South 83 degrees 19 minutes 17 seconds West 204.58 feet; thence North 02 degrees 24 minutes 08 seconds West 14.85 feet to a point of curve; thence along the arc of a curve to the right 163.07 feet to a point of tangency, said curve having a radius of 124.00 feet, a central angle of 75 degrees 21 minutes 03 seconds, and a long chord bearing North 35 degrees 16 minutes 23 seconds East 151.57 feet; thence North 72 degrees 56 minutes 55 seconds East 105.98 feet to a point of curve; thence along the arc of a curve to the left 117.95 feet to a non-tangent point, said curve having a radius of 146.00 feet, a central angle of 46 degrees 17 minutes 20 seconds, and a long chord bearing North 49 degrees 48 minutes 15 seconds East 114.77 feet; thence North 88 degrees 08 minutes 05 seconds East 12.13 feet; thence South 02 degrees 24 minutes 08 seconds East 216.59 feet to the point of beginning.

Parcel 2:

Part of the Northeast 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point located North 02 degrees 24 minutes 08 seconds West 1103.75 feet along the East line of said Section 15 and South 87 degrees 35 minutes 52 seconds West 168.99 feet and South 83 degrees 19 minutes 17 seconds West 236.67 feet and North 02 degrees 24 minutes 08 seconds West 17.24 feet from the East 1/4 corner of said Section; thence continuing North 02 degrees 24 minutes 08 seconds West 217.98 feet; thence North 87 degrees 42 minutes 48 seconds East 279.75 feet to a point on curve; thence along the arc of a curve to the right 73.77 feet to a point of tangency, said curve having a radius of 114.00 feet, a central angle of 37 degrees 04 minutes 36 seconds, and a long chord bearing South 54 degrees 24 minutes 36 seconds West 72.49 feet; thence South 72 degrees 56 minutes 55 seconds West 105.98 feet to a point of curve; thence along the arc of a curve to the left 205.16 feet, said curve having a radius of 156.00 feet, a central angle of 75 degrees 21 minutes 03 seconds, and a long chord bearing South 35 degrees 16 minutes 23 seconds West 190.69 feet to the point of beginning.



First American

**COMMERCIAL ENVIRONMENTAL
PROTECTION LIEN ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

File No.: NCS-1183326-MICH

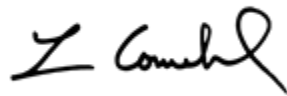
The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary



First American

**COVENANTS, CONDITIONS AND RESTRICTIONS -
IMPROVED LAND - OWNER'S POLICY ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

File No.: NCS-1183326-MICH

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by Michigan state law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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This form has not been approved as an ALTA standard Form

Form 50-079026 (3-11-21)	Page 18 of 24	Modified ALTA 9.2-06 Covenants, Conditions and Restrictions Improved Land - Owner's Policy (4-2-12) NAL Michigan
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**ACCESS AND ENTRY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

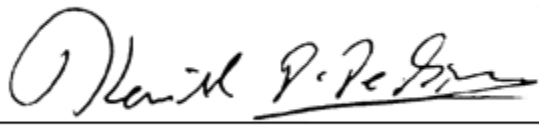
File No.: NCS-1183326-MICH

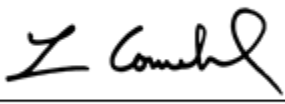
The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from North Karevich Drive (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary



First American

**MULTIPLE TAX PARCEL - EASEMENTS
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

File No.: NCS-1183326-MICH

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel	Tax Identification Numbers
Parcel 1	22-15-200-099
Parcel 2	22-15-200-097

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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Form 50-10049 (12-14-16)	Page 20 of 24	ALTA 18.1-06 Multiple Tax Parcel - Easements (Rev. 6-17-06) Technical Corrections (12-1-16)
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First American

SAME AS SURVEY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

File No.: NCS-1183326-MICH

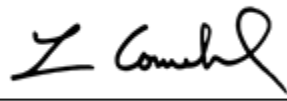
The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Nowak & Fraus Engineers dated July 17, 2023, and designated Job No. N706.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary



ALTA 26 SUBDIVISION ENDORSEMENT

**This endorsement is issued as part of
Policy Number 1183326
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

File No.: NCS-1183326-MICH

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the State subdivision statutes and the subdivision ordinances of the county or municipality of the State applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

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Form 50-099500 (12-17-21)

Page 22 of 24



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POLICY AUTHENTICATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

File No.: NCS-1183326-MICH

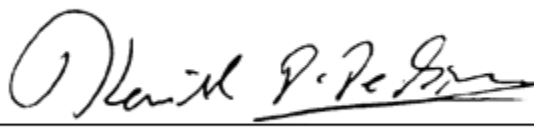
When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

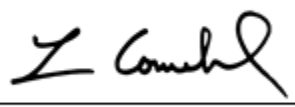
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary



First American

**DELETION OF ARBITRATION CONDITION -
OWNER'S POLICY ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 1183326

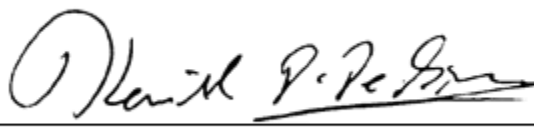
File No.: NCS-1183326-MICH

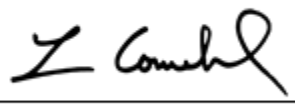
The Policy is hereby amended by deleting Paragraph 14 from the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: April 10, 2024

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

November 26, 2025

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

Re: Culvers - Acceptance Documents Review #5
Novi # JSP23-0037
SDA Job No. NV-222
FINAL DOCUMENTS – APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on November 25, 2025 against the revised Engineering Plans dated October 13, 2025 and the as-built construction records. We offer the following comments:

Final Acceptance Documents

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

1. On-Site Water System Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved
2. On-Site Sanitary Sewer Manhole Access Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved
3. Storm Drainage Facility / Maintenance Easement Agreement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Schedule of Maintenance) Approved
Exhibit C (Ingress/Egress Easement Description and Sketch) Approved
Exhibit D (Detention Basin Easement Description and Sketch) Approved
4. Road Vacation, Maintenance and Access Easement (Karevich Drive)
(unexecuted: exhibit dated 11-7-2024)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved

5. Sidewalk Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved
6. Bills of Sale for all public utilities
(executed 2025-11-19) Approved
7. Full Unconditional Waivers of Lien from contractors installing public utilities
(executed by BMW Contracting LLC, Core & Main LP, and TKMS)
PROVIDED
8. Sworn Statement signed by Developer
PROVIDED

Unless otherwise stated above, the documents 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 11-25-2024 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

Taylor E Reynolds
 Digitally signed by
Taylor E Reynolds
Date: 2025.11.26
10:40:34-05'00'

Taylor E. Reynolds, PE
Senior Project Manager

Cc (via Email):
Milad Alesmail, City of Novi
Humna Anjum, City of Novi
Lindsay Bell, City of Novi
Stacey Choi, City of Novi
Dan Commer, City of Novi
Alyssa Craigie, City of Novi
Cortney Hanson, City of Novi
Sarah Marchioni, City of Novi
Barb McBeth, City of Novi
Melissa Morris, City of Novi
Kate Purpura, City of Novi
Rebecca Runkel, City of Novi
Diana Shanahan, City of Novi



Angie Sosnowski, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Sydney Waynick, SDA
Tyler Smith, Applicant