SUBJECT: Approval of Warranty Deeds and Quit Claim Deeds for two parcels within Novi Corporate Park located on the north side of Twelve Mile Road and east of West Park Drive to dedicate sixty feet of right-of-way along the north side of Twelve Mile Road to the Road Commission for Oakland County (parcels 50-22-09-451-031 and 50-22-09-451-032).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Novi Corporate Park, LLC, the owner of Novi Corporate Campus Parcel 2 is requesting the acceptance of a Warranty Deed conveying sixty feet of proposed right-of-way along the north side of Twelve Mile Road, east of West Park Drive. The proposed right-of-way dedication will bring this segment of Twelve Mile Road to a master planned sixty foot half-width right-of-way.

In connection with the Warranty Deeds accepted by City Council on January 28, 2019, sixty feet of right-of-way of the subject parcels needs to be dedicated to the Road Commission for Oakland County since it has jurisdiction over Twelve Mile Road. The Road Commission is willing to accept the right-of-way, and if approved by City Council, the Quit Claim Deed would be presented to the Oakland County Board of Road Commissioners for formal acceptance.

The enclosed letter by the City Attorney (Beth Saarela, September 4, 2018) provides the Warranty Deeds and Quit Claim Deeds that were prepared for this dedication. These documents and exhibits have been reviewed and approved by the City Attorney and by the City's Engineering Consultant, Spalding DeDecker (attached review letter dated December 22, 2017) and are recommended for acceptance.

RECOMMENDED ACTION: Approval of Warranty Deeds and Quit Claim Deeds for two parcels within Novi Corporate Park located on the north side of Twelve Mile Road and east of West Park Drive to dedicate sixty feet of right-of-way along the north side of Twelve Mile Road to the Road Commission for Oakland County (parcels 50-22-09-451-031 and 50-22-09-451-032).
Novi Corporate Campus Parcel 2
Warranty Deeds and Quit Claim Deeds
Location Map

Map Author: Joseph Akers
Date: January 14, 2019
Project: Novi Corporate Campus Parcel 2
Version: 1
Amended By:
Date:
Department:

Map information depicted is not intended to replace or substitute for any official or primary source. The map was created in strict accordance with National Map Accuracy Standards and uses the most recent, accurate data available to the people of the City of Novi. Boundary measurements and area calculations are approximate and may be subject to error or uncertainty, as determined by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1969 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

City of Novi
Engineering Division
Department of Public Works
26300 Lee Bogle Drive
Novi, MI 48375
cityofnovi.org
September 24, 2018

Jeffrey Herczeg, Director of Public Works  
City of Novi  
45175 Ten Mile Road  
Novi, MI  48375-3024

RE:  Novi Corporate Campus Parcel 2 – JSP 14-0060  
Acceptance Documents

Dear Mr. Herczeg:

We have received and reviewed the following documents for Novi Corporate Campus Parcel 2 and have the following comments:

1. Warranty Deed (Parcel 22-09-451-031) *(Approved)*
2. Discharge of Mortgage (Parcel 22-09-451-031) *(Recorded Copy – Approved)*
3. Title Search (Parcel 22-09-451-031)
4. Warranty Deed (Parcel 22-09-451-032) *(Approved)*
5. Partial Discharge of Mortgage *(Parcel 22-09-451-032)*
6. Partial Discharge of Mortgage *(Parcel 22-09-451-031)*
7. Title Search

**Warranty Deeds**

The Warranty Deeds provided convey the City the 12 Mile Road Right of Way adjacent to Novi Corporate Campus Parcel 2. The property owner has obtained discharges of the mortgages over the portions of right-of-way being conveyed to the City. The Warranty Deeds should be placed on an upcoming City Council for acceptance.

Additionally, once accepted, the City should convey the 12 Mile Road right-of-way to the Board of County Road Commissioners, since 12 Mile is a County road. We have prepared and enclosed two (2) quit claim deeds to the Board of County Road Commissioners for this purpose. The Quit Claim Deeds should also be place on City Council’s Agenda for approval.

Once approved, the Warranty Deeds should be recorded by the City and the original Quit Claim Deeds should be returned to my attention and I will contact the General Council for the Board of County Road Commissioners regarding acceptance.
Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

[Signature]

Elizabeth Kudla Saarela

EKS

Enclosures

C:  Cortney Hanson, Clerk (w/Enclosures-Originals to Follow)
    Charles Boulard, Community Development Director (w/Enclosures)
    Barb McBeth, City Planner (w/Enclosures)
    Sri Komaragiri, Planner (w/Enclosures)
    Lindsay Bell, Planner (w/Enclosures)
    Hannah Smith, Planning Assistant (w/Enclosures)
    Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
    George Melistas, Senior Engineering Manager (w/Enclosures)
    Darcy Rechtien, Construction Engineer (w/Enclosures)
    Rebecca Runkel, Engineering Technician (w/Enclosures)
    Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
    Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
    Sue Troutman, City Clerk's Office (w/Enclosures)
    Glenn Jones and Collette Lasala, Dembs Development (w/Enclosures)
    Thomas R. Schultz, Esquire (w/Enclosures)
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Novi Corporate Park V LLC, a Michigan limited liability company, whose address is 27750 Stansbury, Suite 200 Farmington Hills Michigan 48334 conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof for public right-of-way purposes.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100--------------------------Dollars ($1.00), subject to easements, building and use restrictions and other matters of record.

This Deed is exempt from transfer taxes by virtue of M.C.L.A. Section 207.505(a) and M.C.L.A. Section 207.526(a).

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

Dated this 22 day of June, 2018.

Signed by:
Novi Corporate Park V LLC, a
Michigan limited Liability Company

By: Ryan Dembs
Authorized Representative

STATE OF MICHIGAN )
 ) ss.
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 22 day of
June, 2018, by Ryan Dembs, the Authorized Representative
of Novi Corporate Park V LLC, a Michigan limited liability company.

COLLETTE LASALA
Notary Public - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires June 14, 2023

When Recorded Return to:
Maryanne Cornelius, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

Send Subsequent Tax Bills to:
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

Drafted by:
Elizabeth M. Kudla
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

Part of Tax Parcel No. ______________
Job No. ______________ Recording Fee ______________ Transfer Tax ______________

3693433
60' RIGHT-OF-WAY DEDICATION:
PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N8T03'04"E 510.00 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N03°08'19"W 60.00 FEET; THENCE N8T03'04"E 411.03 FEET; THENCE S02°57'36"E 60.00 FEET; THENCE S8T03'04"W 410.84 FEET TO THE POINT OF BEGINNING.
DISCHARGE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENT, That Level One Bank, a Michigan Banking Corporation (the "Bank") duly organized and existing under and by virtue of the laws of the State of Michigan, does hereby remise, release and discharge the premises hereinafter particularly described from the liens of a certain Mortgage executed by Novi Corporate Park V, LLC, to the Bank, dated September 9, 2015 and recorded on September 24, 2015, in Liber 48635, Page 479, Oakland County Records, in the office of the Register of Deeds for Oakland County. The above-mentioned premises being situated in the City of Novi, County of Oakland, and State of Michigan, and particularly described as follows:

See attached Exhibit A

Tax Item No. 22-09-451-031

Commonly known as: 46200 Twelve Mile Rd, Novi, MI 48377

IS FULLY PAID, SATISFIED, AND DISCHARGED

Dated: July 25, 2018

Level One Bank, a Michigan Banking Corporation

/\ Maria-Joao Garcia, Loan Servicing Manager

ACKNOWLEDGEMENT

STATE OF MICHIGAN  )
COUNTY OF OAKLAND )

On this ___ day of July, 2018 before me, a Notary Public in and for said County, appeared Maria-Joao Garcia, Loan Servicing Manager, Level One Bank, a Michigan Banking Corporation, on behalf of the Corporation

/\ J Colbert, Notary Public
Oakland County, Michigan
My Commission Expires: 01/24/2025
acting in Oakland County, Michigan
DISCHARGE OF ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, That Level One Bank, a Michigan Banking Corporation (the "Bank") duly organized and existing under and by virtue of the laws of the State of Michigan, does hereby remiss, release and discharge the premises hereinafter particularly described from the liens of a certain Assignment of Rents executed by Novi Corporate Park V, LLC, to the Bank, dated September 9, 2015 and recorded on September 24, 2015, in Liber 49635, Page 494, Oakland County Records, in the office of the Register of Deeds for Oakland County. The above-mentioned premises being situated in the City of Novi, County of Oakland, and State of Michigan, and particularly described as follows:

See attached Exhibit A.

Tax item No. 22-09-451-031

Commonly known as: 46200 Twelve Mile Rd, Novi, MI 48377

IS FULLY PAID, SATISFIED, AND DISCHARGED

Dated: July 23, 2018

Level One Bank, a Michigan Banking Corporation

Maria-Joao Garcia, Loan Servicing Manager,

ACKNOWLEDGEMENT

STATE OF MICHIGAN )
COUNTY OF OAKLAND ) SS.

On this 23 day of July, 2018, before me, a Notary Public in and for said County, appeared Maria-Joao Garcia, Loan Servicing Manager, of Level One Bank, a Michigan Banking Corporation, on behalf of the Corporation.

J Colbert, Notary Public
Oakland County, Michigan
My Commission Expires: 01/24/2025
Acting in Oakland County, Michigan

From the examination of the records, starting on September 24, 2015, up to and including the search date above of December 6, 2016 in the Register of Deeds office, County, Michigan for property described as follows to wit:

APPARENT OWNER OF RECORD:

Novi Corporate Park V, LLC

Land located in the City of Novi, County of Oakland, State of Michigan, described as:

Part of the Southeast quarter of Section 9, Town 1 North, Range 8 East, more particularly described as: Beginning at a point North 87 degrees 03 minutes 04 seconds East 510 feet from the South 1/4 comer of said Section 9; thence North 03 degrees 08 minutes 19 seconds West 75 feet; thence South 87 degrees 03 minutes 04 seconds West 100 feet; thence North 03 degrees 08 minutes 19 seconds West 235 feet; thence North 87 degrees 03 minutes 04 seconds East 100 feet; thence North 03 degrees 08 minutes 19 seconds West 18.37 feet; thence North 87 degrees 03 minutes 04 seconds East 158.85 feet; thence North 03 degrees 08 minutes 19 seconds West 207.14 feet; thence North 86 degrees 40 minutes 14 seconds East 253.67 feet; thence South 02 degrees 57 minutes 36 seconds East 537.19 feet; thence South 87 degrees 03 minutes 04 seconds West 410.84 feet to the point of beginning

COUNTERSIGNED:
TITLE CONNECT, LLC.

AUTHORIZED SIGNATORY
Commonly known as:
22-08-451-031
Novi, MI
Parcel I.D. Number:
22-09-451-031

Documents recorded with the County Register of Deeds Office:

Covenant Deed from Novi Corporate Park, L.L.C., a Michigan limited liability company to Novi Corporate Park V, LLC, a Michigan limited liability company, dated July 31, 2015, recorded September 24, 2015 in Liber 48635, Page 476, Oakland County Records.

Future Advance Mortgage in the amount of $2,877,000.00 executed by Novi Corporate Park V, LLC, a Michigan limited liability company to Level One Bank, dated September 9, 2015, recorded September 24, 2015 in Liber 48635, Page 479, Oakland County Records.

Notice of Commencement executed by Novi Park V, LLC as owner, dated September 9, 2015, recorded September 24, 2015 in Liber 48635, Page 504, Oakland County Records.

Water Main Easement in favor of the City of Novi dated December 11, 1997, recorded August 12, 1999 in Liber 20400, Page 612, Oakland County Records.

Drainage Easement in favor of the City of Novi dated December 11, 1997, recorded August 12, 1999 in Liber 20400, Page 621, Oakland County Records.

Declaration of Building and Use Restrictions for Novi Corporate Park, LLC, Novi Corporate Campus, dated June 1, 2006, recorded February 21, 2007 in Liber 38787, Page 714. Said Instrument has been amended by Amendment recorded February 21, 2007 in Liber 38787, Page 731 and Second Amendment
Issued Through: SEARCH OF TITLE

Title Connect LLC
a title insurance agency

SEARCH

NO. TC08-68960
recorded July 30, 2014 in Liber 47260, Page 247, Oakland County Records.


Water System Easement in favor of the City of Novi dated May 5, 2008, recorded October 14, 2008 in Liber 40655, Page 185, Oakland County Records.

Declaration of Easements dated May 5, 2008, recorded October 14, 2008 in Liber 40655, Page 190, Oakland County Records.

Easement for Storm Water and Surface Drainage with the City of Novi dated July 10, 2012, recorded October 4, 2012 in Liber 44760, Page 119, Oakland County Records.

PAY THE FOLLOWING TAXES AND ASSESSMENTS AS INDICATED UNLESS SHOWN AS PAID. ALL TAXES INDICATED AS DUE ARE BASE AMOUNTS ONLY. PENALTY AND INTEREST, IF ANY WILL BE ADDED AT TIME OF CLOSING:

22-08-451-031
Novi, MI

Parcel ID Number: 22-09-451-031

Taxes are:

2016 Winter Amount: $1,873.92 Due

2016 Summer Amount: $5,043.27 Paid

Special Assessments: None

Easements, Restrictions, and Setback Lines of record were not examined. In addition no search was performed to determine any interest of others to any mineral, oil or other right to the subsurface of the property searched.
This report contains information from public land records available in the county indicated above for whose accuracy and completeness we assume no responsibility. This report is released with the understanding that it is strictly confidential and only to be used by the party requesting it. This report is not to be construed as an opinion of title or as a commitment for title insurance. For matters of a legal nature we suggest you contact your attorney. The liability of Title Connect is limited to the amount paid for this report. Title Connect assumes no liability, financial or otherwise, in association with the information in this report. Any loss, damage or expense of any kind incurred in reliance on this search document by any party is limited to the amount paid for the search.
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Novi Corporate Park LLC, a Michigan limited liability company, whose address is 27750 Stansbury, Suite 200 Farmington Hills Michigan 48334 conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof for public right-of-way purposes.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100--------------------------Dollars ($1.00), subject to easements, building and use restrictions and other matters of record.

This Deed is exempt from transfer taxes by virtue of M.C.L.A. Section 207.505(a) and M.C.L.A. Section 207.526(a).

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

Dated this 22 day of June, 2018.

Signed by: Novi Corporate Park LLC, a Michigan limited Liability Company

By: Ryan Dembs
It's: Authorized Representative

STATE OF MICHIGAN )
) ss.
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 22 day of June, 2018, by Ryan Dembs, the Authorized Representative of Novi Corporate Park LLC, a Michigan limited liability company.

COLLETTE LASALA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND

My Commission Expires: 6-14-23

When Recorded Return to:
Maryanne Cornelius, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

Send Subsequent Tax Bills to:
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

Drafted by:
Elizabeth M. Kudla
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

Part of Tax Parcel No. _____________
Job No. _____________ Recording Fee _______ Transfer Tax _______

3693433
60' RIGHT-OF-WAY DEDICATION:
PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04"E 920.84 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N02°57'36"W 60.00 FEET; THENCE N87°03'04"E 533.65 FEET; THENCE S02°56'56"E 60.00 FEET; THENCE S87°03'04"W 533.64 FEET TO THE POINT OF BEGINNING.
PARTIAL DISCHARGE OF MORTGAGE

KNOWN ALL PERSONS BY THESE PRESENTS, that CIBC BANK USA, formerly known as The PrivateBank and Trust Company, an Illinois state chartered bank ("Mortgagee"), whose address is 34901 Woodward Avenue, Suite 200, Birmingham, Michigan 48009, hereby certifies that a certain Mortgage, encumbering a parcel of property as partially described on the attached Exhibit A, dated February 19, 2016, made and executed by NOVI CORPORATE PARK, L.L.C., a Michigan limited liability company ("Mortgagor"), whose address is 27750 Stansbury, Suite 200, Farmington Hills, Michigan 48334, and recorded in the Register Of Deed’s Office for the County of Oakland and State of Michigan, in Liber 49088, Page 511, on February 23, 2016, is PARTIALLY DISCHARGED as to the property described on the attached Exhibit A, only. This Partial Discharge of Mortgage does not release, reduce, alter, dismiss or impair the underlying debt secured by the Mortgage.

Dated this 16th day of August, 2018.

IN WITNESS WHEREOF, The PrivateBank and Trust Company, an Illinois state chartered bank, has executed this Discharge effective as of the day and year above written.

CIBC BANK USA, formerly known as The PrivateBank and Trust Company, an Illinois state chartered bank

By: 

Brian Ramesbottom
Its: Managing Director

[notary signature appears on the following page]
STATE OF MICHIGAN

COUNTY OF OAKLAND

Subscribed and sworn to before me this 30th day of August, 2018, by Brian Ramesbottom, the Managing Director of CIBC BANK USA, formerly known as The PrivateBank and Trust Company, an Illinois state chartered bank, on behalf of the limited liability company.

[Signature]
Wendy M. Wolcott, Notary Public
Oakland County, MI
Acting in Oakland County
My Commission Expires: 10-01-2021

DRAFTED BY AND WHEN RECORDED RETURN TO:

Andrea S. Todorovic
Dykema Gossett PLLC
39577 Woodward Ave., Ste. 300
Bloomfield Hills, Michigan 48304

[notary page to Partial Discharge of Mortgage]
EXHIBIT “A”

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04"E 920.84 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N02°57'36"W 60.00 FEET; THENCE N87°03'04"E 533.65 FEET; THENCE S02°56'56"E 60.00 FEET; THENCE S87°03'04"W 533.64 FEET TO THE POINT OF BEGINNING.

PART OF TAX PARCEL: 22-09-451-032
EXHIBIT A

PARCEL NO.
22-09-451-032

60' RIGHT-OF-WAY DEDICATION:

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,
DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF
SAID SECTION 9; THENCE N87°03'04"E 920.84 FEET ALONG THE
SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF
12 MILE ROAD TO THE POINT OF BEGINNING; THENCE
N02°57'36"W 60.00 FEET; THENCE N87°03'04"E 533.65 FEET;
THENCE S02°56'56"E 60.00 FEET; THENCE S87°03'04"W 533.64
FEET TO THE POINT OF BEGINNING.

CLIENT:
DEMBS DEVELOPMENT, INC.

R.O.W. DEDICATION

NOVI CORPORATE CAMPUS - PARCEL 1
SECTION: 9 TOWNSHIP: 1 N RANGE: 8 E
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

DATE: 12/19/2017
DRAWN BY: TP
CHECKED BY: TG
FBK: 1
CHF:
SCALE: HOR 1"= 1 FT.
VER 1"= 1 FT.
PARTIAL DISCHARGE OF CONSTRUCTION MORTGAGE

KNOWN ALL PERSONS BY THESE PRESENTS, that CIBC BANK USA, an Illinois state chartered bank ("Mortgagee"), whose address is 34901 Woodward Avenue, Suite 200, Birmingham, Michigan 48009, hereby certifies that a certain Construction Mortgage, encumbering a parcel of property as partially described on the attached Exhibit A, dated June 29, 2018, made and executed by NOVI CORPORATE PARK V LLC, a Michigan limited liability company ("Mortgagor"), whose address is 27750 Stansbury, Suite 200, Farmington Hills, Michigan 48334, and recorded in the Register Of Deed’s Office for the County of Oakland and State of Michigan, in Liber 51977, Page 698, on July 9, 2018, is PARTIALLY DISCHARGED as to the property described on the attached Exhibit A, only. This Partial Discharge of Mortgage does not release, reduce, alter, dismiss or impair the underlying debt secured by the Construction Mortgage.

Dated this _3_ day of September, 2018.

IN WITNESS WHEREOF, The CIBC BANK, USA, an Illinois state chartered bank, has executed this Discharge effective as of the day and year above written.

CIBC BANK USA, an Illinois state chartered bank

By: Brian Ramesbottom
Its: Managing Director

[notary signature appears on the following page]
STATE OF MICHIGAN  ) ss
COUNTY OF OAKLAND  ) ss

Subscribed and sworn to before me this /3/ day of September, 2018, by Brian Ramesbottom, the Managing Director of CIBC BANK USA, an Illinois state chartered bank, on behalf of the limited liability company.

CREDITED TO THE ACCOUNT OF THE WITHIN NAMED PAYEE OR ENDORSEE. ABSENCE OF ENDORSEMENT GUARANTEED.

CIBC Bank USA

DRAFTED BY AND WHEN RECORDED RETURN TO:

Andrea S. Todorovic
Dykema Gossett PLLC
39577 Woodward Ave., Ste. 300
Bloomfield Hills, Michigan 48304

Wendy M. Welcett, Notary Public
Oakland County, MI
Acting in Oakland County
My Commission Expires: 10-01-2031

[notary page to Partial Discharge of Mortgage]
EXHIBIT “A”

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04"E 920.84 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N03°08'19"W 60 FEET; THENCE N87°03'04"E 411.03 FEET; THENCE S02°57'36"E 60 FEET; THENCE S87°03'04"W 410.84 FEET TO THE POINT OF BEGINNING.

PART OF TAX PARCEL: 22-09-451-031
<table>
<thead>
<tr>
<th>Property Seq#</th>
<th>Part</th>
<th>Half</th>
<th>Quarters</th>
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</table>

**Government Unit**

- Town: 01 N 08 E
- Acres: 22 NOVI

**Pin #**

- 22-09-451-032
- 22-09-451-026
- 22-09-451-018
- 22-09-451-015

**Party**

<table>
<thead>
<tr>
<th>Party</th>
<th>Name</th>
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<tbody>
<tr>
<td>GRANTOR</td>
<td>NOVI CORPORATE PK</td>
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</tr>
<tr>
<td>GRANTEE</td>
<td>PRIVATEBANK TRUST CO</td>
<td>N</td>
</tr>
</tbody>
</table>

**Document Date**: 02192016
Schedule A

Agents for: FIRST AMERICAN TITLE INSURANCE COMPANY
Issued by: Title Connect, LLC.
28470 W. 13 Mile Road, Suite 325
Farmington Hills, MI 48334
(248) 642-3256

Issue Date: June 1, 2016
2006 ALTA COMMITMENT

Commitment No.: TC13-65587

Effective Date: April 29, 2016 at 8:00 A.M.

1. Policy or Policies to be issued:
   a. ALTA Owner's Policy of Title Insurance (6-17-06):
      Proposed Insured:
      
      ALTA Loan Policy of Title Insurance (6-17-06):
      Proposed Insured:

   AMOUNT
   $TBD
   $TBD W/O STANDARD EXCEPTIONS

2. The estate or interest in the land described or referred to in this Commitment is:
   Fee Simple

3. Title to the estate or interest in the land is at the Effective Date vested in:
   Novi Corporate Park, L.L.C., a Michigan limited liability company

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

   A Part of the Southeast 1/4, Town 1 North, Range 8 East, Section 9, City of Novi,
   described as: Beginning at point distant North 87 degrees 03 minutes 04 seconds
   East 920.84 feet from the South 1/4 corner; thence North 02 degrees 57 minutes
   36 seconds West 537.19 feet; thence North 86 degrees 40 minutes 14 seconds East
   533.75 feet; thence South 02 degrees 56 minutes 56 seconds East 540.74 feet;
   thence South 87 degrees 03 minutes 04 seconds West 533.64 feet to beginning.
Schedule B – Section I
Requirements

2006 ALTA COMMITMENT
Commitment No.: TC13-65587

The following requirements to be complied with:

Comply with the general requirements as set forth on the inside cover to this title commitment.

Specific Requirements:

1. Pay all premiums, fees and charges for the policy.
2. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
3. Payment of all taxes and/or assessments as indicated unless shown as paid. All taxes indicated as due are base amounts only, penalty and interest, if any, will be added at the time of closing.
4. Disclose, in writing, any interest of others to this property that you have knowledge of that is not included in this Commitment. We may then make additional requirements or exceptions.
5. If, per Public Act 201 of 2010, the land to be insured is defined as “Commercial Real Estate” and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
6. Provide Company with fully executed copy of Purchase Agreement.
7. Provide company with a final meter reading and a receipt indicating all amounts are paid in full prior to closing. If the final meter reading and a paid in full receipt is not provided before closing the following Exception will appear on the final Policy.

NOTE: This Policy does not insure against any delinquent or current water charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water bill prior to Closing.
8. Submit a copy of the Operating Agreement of Novi Corporate Park, L.L.C., a Michigan limited liability company. Further Requirements may be made upon review of the Operating Agreement.
9. Submit Limited Liability Company’s Resolution from Novi Corporate Park, L.L.C., a Michigan limited liability company, authorizing said Limited Liability Company’s to buy/sell/mortgage captioned property and further authorizing a designated member(s) to act on behalf of said company.
10. Submit evidence that Novi Corporate Park, L.L.C., a Michigan limited liability company is in good standing. Certificate of Good Standing should not be older than six (6) months.
11. Record Warranty Deed from Novi Corporate Park, L.L.C., a Michigan limited liability company to Proposed Purchaser.
12. Record Partial Discharge of the Mortgage in the original amount of $2,405,000.00 executed by Novi Corporate Park, L.L.C., a Michigan limited liability company to The Private Bank and Trust Company dated February 19, 2016, and recorded February 23, 2016, in Liber 49988, Page 514, Oakland County Records. (Covers More Land).
NOTE FOR INFORMATION: In the event we receive a request to delete the Standard Exceptions on an Owner's Policy insuring commercial property, we will require an ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A; in the alternative, we will accept a prior survey, with an Affidavit of No New Improvements, with said Affidavit addressed to Title Connect, LLC and also to our underwriter, referenced on Schedule A.

With respect to the issuance of any "survey-based" endorsements for either an Owner's Policy or for a Loan Policy insuring commercial property, we will require a currently-dated ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A.

13. PAY THE FOLLOWING TAXES AND ASSESSMENTS AS INDICATED UNLESS SHOWN AS PAID. ALL TAXES INDICATED AS DUE ARE BASE AMOUNTS ONLY. PENALTY AND INTEREST, IF ANY WILL BE ADDED AT TIME OF CLOSING:

Property Address: Vacant

Parcel ID Number: 50-22-09-451-032

Taxes are:

2015 Summer Amount: $6,958.98 Paid
2015 Winter Amount: $2,565.07 Paid

Special Assessments: None
Schedule B-Section II

Exceptions

2006 ALTA COMMITMENT
Commitment No.: TC13-65587

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

Standard Exceptions:

A. Rights or claims or claims of parties in possession not shown by the Public Records.

B. Any encroachment, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.

C. Basements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.

D. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

E. Any and all oil, gas, mineral, mining rights and/or reservations thereof.

F. Taxes or assessments which are not shown as existing liens by the Public Records; proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

G. Taxes and assessments that are not yet due and payable

Specific Exceptions:

1. The Company does not make any representation as to the value of the property.

2. Rights of tenants under any unrecorded leases.

3. Terms, provisions and conditions as contained in Water Main Easement in favor of the City Of Novi, as set forth in instrument recorded in Liber 20400, Page 612.

4. Terms, provisions and conditions of Detroit Edison Overhead and Underground Easement (Right of Way) in favor of The Detroit Edison Company, as set forth in instrument recorded in Liber 38744, page 41.
5. Terms, provisions and conditions as contained in Easement Agreement in favor of Michigan Bell Telephone Company, d/b/a AT&T Michigan, as set forth in instrument recorded in Liber 39014, Page 198.

6. Terms, provisions and conditions as contained in Declaration of Building and Use Restrictions, as set forth in instrument recorded in Liber 38787, Page 714, and amended by Instrument recorded in Liber 38787, Page 731, and further amended by Second Amendment recorded in Liber 47260, Page 247.

For Lender's Title Policy only:

Title Connect LLC is expressly not an agent of the insured Lender, or assignee of the insured Lender, either expressed nor implied, to ensure their compliance with any of the Anti-Terrorism laws (means any law relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery) notwithstanding any language in the closing instructions to the contrary. This disclaimer will only be provided with this commitment and not repeated on the final Title Insurance Policy.

COUNTERSIGNED:
TITLE CONNECT, LLC.

AUTHORIZED SIGNATORY

NOTE: TITLE CONNECT CHARGES A TITLE PRODUCTION FEE FOR THIS TITLE COMMITMENT THAT WILL ONLY BE WAIVED IF A TITLE POLICY IS ISSUED AND PAID FOR PURSUANT TO THIS TITLE COMMITMENT. THE FEE FOR THIS SERVICE IS $125.00 FOR RESIDENTIAL PROPERTY AND $500.00 FOR COMMERCIAL PROPERTY. IF NO TITLE POLICY IS ISSUED AND PAID FOR THEN THIS FEE WILL BE DUE AND PAYABLE 180 DAYS AFTER THE EFFECTIVE DATE OF THIS COMMITMENT – UNLESS WAIVED, IN WRITING, BY THE PRESIDENT OF TITLE CONNECT, LLC.
QUIT CLAIM DEED

KNOW ALL PERSONS that the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi Michigan, 48375, ("Grantor"), Quit Claim(s) to Board of County Road Commissioners of the County of Oakland, ("Board") State of Michigan, a public body corporate located at 31001 Lahser Road, Beverly Hills, Michigan 48025, a portion of the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to-wit:

Part of Tax Parcel No.: 50-22-09-451-031

SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A," AND
LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B,"
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN

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

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

WHEREFORE, upon approval by the City of Novi, City Council, the undersigned Grantor hereby creates, confirms, and conveys the Quit Claim Deed described herein for the sum of $1.00.

Dated this ___________ day of ______________________ 2018.
GRANTOR:
THE CITY OF NOVI, a Michigan municipal corporation

__________________________
Robert J. Gatt, Mayor

__________________________
Cortney Hanson, Clerk

COUNTY OF OAKLAND) ) ss.
) ) ss.
STATE OF MICHIGAN )

On this _____ day of ___________________ 2018, Robert J. Gatt, Mayor, and Cortney Hanson, Clerk, executed the foregoing document before me and, being duly sworn, on behalf of the City of Novi with its full authority and as its free act and deed.

__________________________
Notary Public
Acting in Oakland County, Michigan
My commission expires: _____________________
EXHIBIT A

PARCEL NO.
22-09-451-031

60' RIGHT-OF-WAY DEDICATION:
PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,
DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF
SAID SECTION 9; THENCE N87°03'04"E 510.00 FEET ALONG THE
SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF
12 MILE ROAD TO THE POINT OF BEGINNING; THENCE
N03°08'19"W 60.00 FEET; THENCE N87°03'04"E 411.03 FEET;
THENCE S02°57'36"E 60.00 FEET; THENCE S87°03'04"W 410.84
FEET TO THE POINT OF BEGINNING.

 CLIENT: DEMBS DEVELOPMENT, INC.

R.O.W. DEDICATION

NOVI CORPORATE CAMPUS - PARCEL 2
SECTION: 9 TOWNSHIP: 1 N RANGE: 8 E
CITY OF NOVI OAKLAND COUNTY MICHIGAN

DATE: 12/19/2017
DRAWN BY: TP
CHECKED BY: TG

SCALE HOR 1"= 1 FT.
VER 1"= 1 FT.

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3785 (FAX)

0 NTS
FBK:
CHF:

14-178
QUIT CLAIM DEED

KNOW ALL PERSONS that the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi Michigan, 48375, ("Grantor"), Quit Claim(s) to Board of County Road Commissioners of the County of Oakland, ("Board") State of Michigan, a public body corporate located at 31001 Lahser Road, Beverly Hills, Michigan 48025, a portion of the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to-wit:

Part of Tax Parcel No.: 50-22-09-451-032

SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A," AND LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B,"
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN

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

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Dated this ____________ day of ____________________ 2018.
GRANTOR:
THE CITY OF NOVI, a Michigan municipal corporation

__________________________
Robert J. Gatt, Mayor

__________________________
Cortney Hanson, Clerk

COUNTY OF OAKLAND )
) ss.
STATE OF MICHIGAN )

On this ______ day of ____________________ 2018, Robert J. Gatt, Mayor, and Cortney Hanson, Clerk, executed the foregoing document before me and, being duly sworn, on behalf of the City of Novi with its full authority and as its free act and deed.

__________________________
Notary Public
Acting in Oakland County, Michigan
My commission expires: ____________________
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PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04"E 920.84 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N02°57'36"W 60.00 FEET; THENCE N87°03'04"E 533.65 FEET; THENCE S02°56'56"E 60.00 FEET; THENCE S87°03'04"W 533.64 FEET TO THE POINT OF BEGINNING.

CLIENT: DEMBS DEVELOPMENT, INC.

R.O.W. DEDICATION

NOWI CORPORATE CAMPUS - PARCEL 1
SECTION: 9 TOWNSHIP: 1 N RANGE: 8 E
CITY OF NOVI OAKLAND COUNTY MICHIGAN

DATE: 12/19/2017
DRAWN BY: TP
CHECKED BY: TG

SCALE: HOR 1"= 1 FT
VER 1"= 1 FT

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)
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To see a copy of the actual document click the numbers under the "Images" column.

Test Image Viewer

### Pin Number Search Results for Oakland County

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### Current Search Criteria:

- **Pin Number:** 22-09-451-031
- **Doc Type:** All
- **App Code:** Land
- **Date Range:** No Date Range

**Terms of Service**

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December 22, 2017

Glenn Jones
Dembs Development
27750 Stansbury, Suite 200
Farmington Hills, MI 48334

Re: Novi Corporate Campus Parcel 2 - Acceptance Documents Review
   Novi # JSP14-0060
   SDA Job No. NV15-246
   FINAL DOCUMENTS APPROVED

Dear Mr. Jones:

We have reviewed the Acceptance Document Package received by our office on December 15, 2017 against the Final Site Plan (Stamping Set) approved on October 9, 2015 and against as-built 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 black ink as the County will reject them otherwise.

10. Full Unconditional Waivers of Lien from contractors installing public utilities – PROVIDED
11. Sworn Statement - PROVIDED
12. Warranty Deed for 12 Mile Road 60 foot right-of-way – (unexecuted: exhibit dated 12/19/17) – Exhibit Approved
Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

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

**It should be noted** that the Plan Review Center Report dated May 5, 2015 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 DEDDECKER**

Taylor E. Reynolds, PE
Senior Project Engineer

Cc (via Email): Theresa Bridges, City Construction Engineer
Cortney Hanson, City Clerk
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
George Melistas, City Engineering Senior Manager
Darcy Rechtien, City Construction Engineer
Angie Pawlowski, City Community Development Bond Coordinator
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Thomas Gizoni, Alpine Engineering