



CITY of NOVI CITY COUNCIL

**Agenda Item G
August 29, 2016**

SUBJECT: Acceptance of a highway easement over parcel 22-14-301-004 from FCPT Restaurant Properties, LLC, a Delaware limited liability company, for the purpose of reconstructing Crescent Boulevard east of Novi Road.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

74

CITY MANAGER APPROVAL: *px*

BACKGROUND INFORMATION:

FCPT Restaurant Properties, LLC. is requesting acceptance of a highway easement over parcel 22-14-301-004 (site of the Olive Garden restaurant) for the purpose of reconstructing Crescent Boulevard east of Novi Road. The proposed reconstruction will realign the median crossovers in the easement areas to improve vehicle circulation and safety and add a roundabout at the intersection of Crescent Boulevard and Town Center Drive. Parcel 22-14-301-004 is located on the north side of Crescent Boulevard east of Novi Road. The construction contract award for this project was approved on the August 8, 2016 City Council agenda.

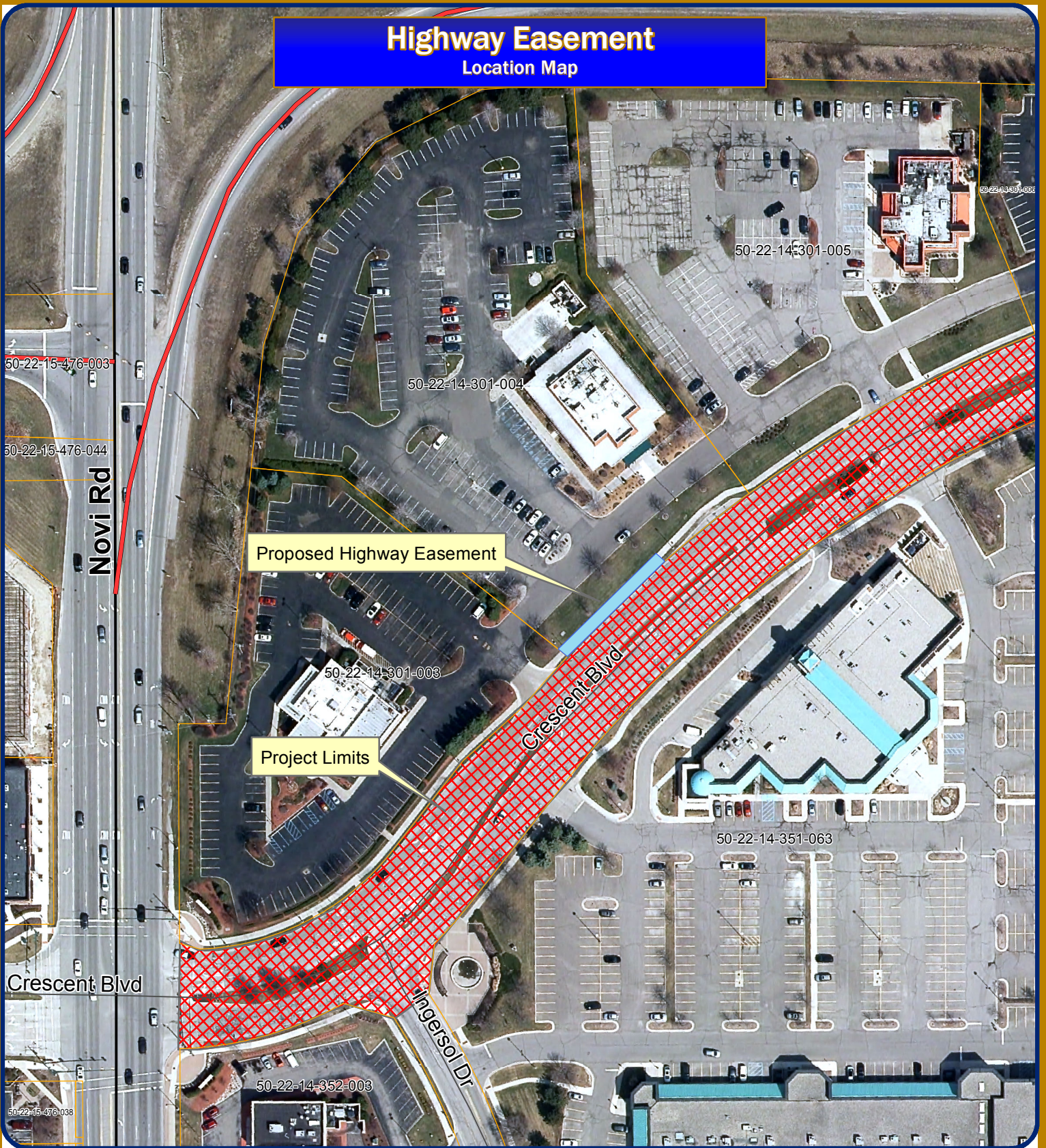
The enclosed highway easement has been favorably reviewed by the City Attorney (Beth Saarela's August 16, 2016 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of a highway easement over parcel 22-14-301-004 from FCPT Restaurant Properties, LLC, a Delaware limited liability company, for the purpose of reconstructing Crescent Boulevard east of Novi Road.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

Highway Easement Location Map

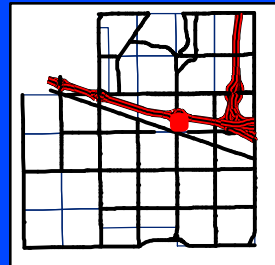


Map Author: A. Wayne
Date: 8/16/2016
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



City of Novi

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



1 inch = 125 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

August 16, 2016

Adam Wayne, Civil Engineer
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: *Crescent Boulevard Reconstruction (Town Center Drive to Novi Road) – Highway Easement and Temporary Construction Easement – FCPT Restaurant Properties, LLC (Olive Garden)*

Dear Mr. Wayne:

We have received and reviewed the enclosed executed original Highway Easement and Temporary Construction Easement over parcel 22-14-301-004, owned by FCPT Restaurant Properties, LLC. The Highway Easement and Temporary Construction Easement were donated by the property owner for the purpose of reconstructing Crescent Boulevard between Novi Road and Town Center Drive. The Highway Easement and Temporary Construction Easement are properly executed and should be placed on an upcoming City Council Agenda for acceptance and execution by the City. Once accepted, the Highway Easement should be recorded with the Oakland County Register of Deeds in the usual manner.

Subject to the terms of the Highway Easement, the property owner must be added to the City's Contractor's insurance policy for the duration of the project (and any future projects that the City undertakes within the Highway Easement). Once the Certificate of Insurance is available, it should be forwarded to the property owner's representative.

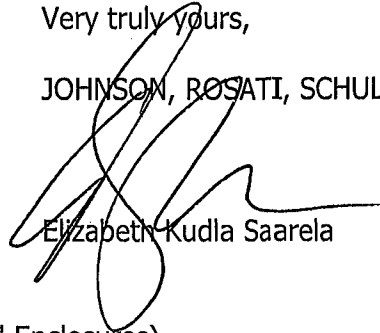
Additionally, the Temporary Construction Easement requires the City to notify the restaurant's General Manager, James Hancock, regarding the proposed dates of work within the Temporary Construction Easement. The proposed dates of work should also be inserted in Paragraph 4 of the Temporary Construction Easement. The end date should take into consideration the time necessary for completion of all restoration activities.

Adam Wayne, Civil Engineer
August 16, 2016
Page 2

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

Very truly yours,

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

A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name. The signature is stylized with loops and a long horizontal stroke at the end.

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk (w/Original Enclosures)
Rob Hayes, DPS Director (w/Enclosures)
Sue Troutman, Clerk's Office (w/Enclosures)
Thomas R. Schultz, Esquire

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement ("Easement") is granted this _____ day of July, 2016 ("**Effective Date**") by FCPT RESTAURANT PROPERTIES, LLC, a Delaware limited liability company, whose address is 591 Redwood Highway, Suite 1150, Mill Valley, CA 94941 ("**Grantor**"), to the CITY OF NOVI, a Michigan municipal corporation ("**Grantee**") whose address is 45175 Ten Mile Road, Novi, Michigan 48375.

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Novi, Oakland County, Michigan commonly known as 43300 Crescent Boulevard, Novi, Michigan, which is legally described on **Exhibit A** and generally depicted on **Exhibit B** attached hereto and incorporated herein by this reference ("**Property**").

2. Grant of Temporary Easement. In exchange for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a temporary, non-exclusive easement in, on, to, over, under, through and across that portion of the Property generally depicted on **Exhibit C** attached hereto and incorporated by this reference ("**Easement Area**"), subject to the conditions and restrictions set forth below. Grantor further grants to the Grantee the right of reasonable ingress to and egress from the Easement Area over and across the Property by means of any roads, access ways, drive aisles or lanes currently thereon.

3. Purpose and Uses of Easement. Grantee, its employees, contractors, subcontractors, agents and licensees, and their respective designees, may use the Easement Area for the purpose of: providing workspace; pedestrian, vehicular and equipment ingress and egress; temporary construction equipment, tools and materials staging; temporary storage of construction equipment and machinery; removal of vegetation, grading, excavation, filling and piling of soils; and related temporary construction activities in connection with the removal of an existing roadway and installation of a new roadway including grading, highway pavement, sidewalks, landscaping and related construction activities required for the proposed road improvements described in the set of construction plans entitled "Crescent Blvd Reconstruction" by AECOM, dated April 13, 2016, sheets 11 and 12, attached hereto as **Exhibit D** and incorporated by this reference.

4. Term. Grantee shall have the right to utilize the Easement Area from 12:01 A.M. on _____, 2016 through 11:59 PM on _____, 2016 ("**Term**"), whereupon this Easement and Grantee's rights hereunder shall automatically terminate. Grantor shall not interfere with Grantee's use and enjoyment of the Easement Area during the Term of this Easement.

5. Covenants of Grantee. Grantee, for itself and its successors, assigns, employees, contractors, agents and licensees, and their respective designees, covenants and agrees as follows:

(a) Grantee acknowledges that Grantor leases the Property to GMRI, Inc., a Florida corporation ("**GMRI**"), the owner and operator of an Olive Garden restaurant ("**Restaurant**"). Grantee agrees to provide the Restaurant's General Manager, James Hancock, as soon as reasonably possible after becoming available, the proposed dates of work to be performed in or about the Easement Area and to give the manager on duty at the Restaurant at least 48 hours' notice prior to entering upon the Property or the Easement Area to actually perform any such work. Such notifications will be given either in person at the Restaurant or by calling the Restaurant at (248) 348-4279.

(b) Grantor makes no representation or warranty and disclaims any knowledge with respect to the existence or nonexistence of electrical, gas, cable, water, telephone or any other type of utility lines, pipes or conduits within or under the Easement Area or any area within which

Grantee intends to or actually performs work. It shall be Grantee's sole responsibility to undertake such investigations and to comply with all so-called "call before you dig" laws, ordinances, rules and safe practices.

- (c) Neither party has been able to determine whether the irrigation system for the Property is located in the Easement Area. If it is determined that any part of the irrigation system is found within the Easement Area and must be removed and relocated, Grantee shall notify Grantor of such finding within 48 hours. Any such removal and relocation, in whole or part, shall be subject to Grantor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Grantee agrees all costs associated with the relocation of the irrigation system, in whole or part, will be at its sole cost and expense including, without limitation, all costs of restoring the area upon Grantor's Property to which the irrigation system is relocated to its original condition. And Grantee will repair any damages caused by Grantee during the course of the relocation Work.
- (d) Upon completion of all work and use of the Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore, prior to expiration of the Term, the Easement Area and any other areas on the Property damaged or disturbed by Grantee's use thereof to a condition comparable to its prior condition as of the date of this Easement, including but not limited to, repaving, reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor or its designee (which may be GMRI through the Restaurant Manager or other authorized employee or agent), correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities, at no cost to Grantor or GMRI.
- (e) Grantee shall timely pay all contractors, laborers and suppliers providing labor or materials for construction work. Grantee agrees to hold Grantor harmless from and against any and all losses, costs or damages due to any lien being filed against the Grantor's Property or any portion thereof on account of any non-payment or any dispute with respect to any labor or materials furnished to or on behalf of Grantee and Grantee shall not allow any judgment to lie against the Grantor Property. If any such lien is filed, Grantee shall either have the lien removed within 15 days after receipt of written notice of the filing of the lien or bond off the lien in the event Grantee elects to contest it. If Grantee fails to remove or bond off such lien within such 15-day period, then Grantor may, in addition to any other potentially available remedy of Grantor, have the right and option to remove or discharge such lien and, upon Grantor's demand, Grantee shall promptly reimburse to Grantor all reasonable costs incurred by Grantor in connection therewith (and the foregoing obligation shall survive the expiration or any earlier termination of this Easement).

6. Insurance. Grantee shall maintain and require any contractors and anyone directly or indirectly employed by any contractor to perform or furnish any of the construction work and by anyone for whose acts any contractor may be liable who will use the Easement Area, to maintain during the Term Comprehensive General Liability, Automobile Liability and Workers' Compensation Insurance. The Comprehensive General Liability Insurance shall have at least a One Million Dollars (\$1,000,000.00) combined single limit for personal injury and property damage. Certificates of Insurance acceptable to Grantor and GMRI shall be filed with each of Grantor and GMRI prior to Grantee's entry upon the Property or Easement Area. Each liability insurance policy required hereunder shall name as additional insureds, Grantor, GMRI, Inc. and the members, directors, and officers of each.

7. Notices. Unless specifically stated otherwise herein, all notices, demands, requests, consents and other communications required to be given under this Easement shall be in writing and shall be deemed to have been delivered/received, upon receipt or refusal, after being sent to the address stated on page 1 by (a) a professional courier service, (b) United States certified mail, postage prepaid, return receipt requested, or (c) a nationally-recognized overnight delivery service. For purposes of this Section, rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of such rejected or misaddressed notice, demand, request, consent or other communication.

Except for notices to be given to the Restaurant pursuant to Section 5, all notices, requests and delivery of the Certificates of Insurance with respect to GMRI shall be sent to:

GMRI, Inc.
c/o Darden Restaurants, Inc.
1000 Darden Center Drive
Orlando, FL 32837
Attn: Property Law Administration

8. Failure to Perform. If Grantee fails to perform its obligations hereunder or breaches any provision hereof and the failure or breach continues for ten (10) days after written notice thereof from Grantor (except in the case of an emergency in which case reasonable notice under the circumstances will be sufficient), Grantor will have the right to exercise all rights and remedies available at law and in equity; specifically, any violation hereof may be restrained or enforced by any Court of competent jurisdiction and/or damages may be awarded for any violation; provided, however, that nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. No delay or omission in the exercise of any right accruing upon any default shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach or default of any of the provisions of this Agreement shall not be construed to be a waiver of any subsequent breach of a default of the same or any other provision of this Easement. Except as otherwise specifically provided in this Easement, no remedy provided in this Easement shall be exclusive, but each shall be cumulative with all other remedies provided in this Easement and at law or in equity.

9. Additional Terms and Conditions. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns. Invalidation of any one of the covenants, easements or conditions, or any part or parts thereof, shall not affect any of the other covenants, easements or conditions, or any part thereof, which shall remain in full force and effect. This Easement may be modified or amended at any time by an instrument in writing mutually agreed to, executed and acknowledged by the parties hereto, and thereafter duly recorded in the public records of Oakland County, Michigan. If any one or more of the provisions of this Easement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Easement shall not be in any way affected or impaired thereby. This Easement represents the entire understanding and agreement of the parties with respect to the subject matter hereof and all prior representations, negotiations and understandings are superseded hereby. This Easement may be executed in counterparts which, when combined, shall constitute a fully-executed Easement Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

GRANTOR:

FCPT Restaurant Properties, LLC,
a Delaware limited liability company

Date: August 5, 2016

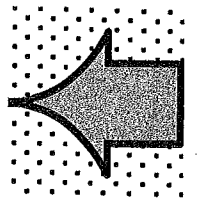
By: [Signature]
Name: James Lee Draft
Title: Secretary

GRANTEE:

CITY OF NOVI,
a Michigan municipal corporation

Date: _____, 2016

By: _____
Name: _____
Title: _____



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,
COUNTY OF MARIN

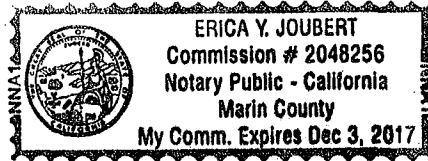
On August 5th, 2016 before me, Erica Y. Joubert, Notary Public
personally appeared James Lee Borat who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument
and acknowledge to me that he she/they executed the same in his her/their authorized capacity(es), and that by
his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Erica Y. Joubert



STATE OF MICHIGAN)
) §§
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of July, 2016 by _____, as _____ for City of Novi, Michigan.

Witness my hand and official seal.

My Commission expires:

Notary Public

EXHIBIT A

THE PROPERTY

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

Lot 2, Town Center Subdivision, as recorded in Liber 215 of Plats, Page 20, Oakland County Records.

Tax I.D. No.: 50-22-14-301-004

Commonly known as: 43300 Crescent Boulevard, Novi, Michigan

EXHIBIT B
DEPICTION OF GRANTOR'S PROPERTY

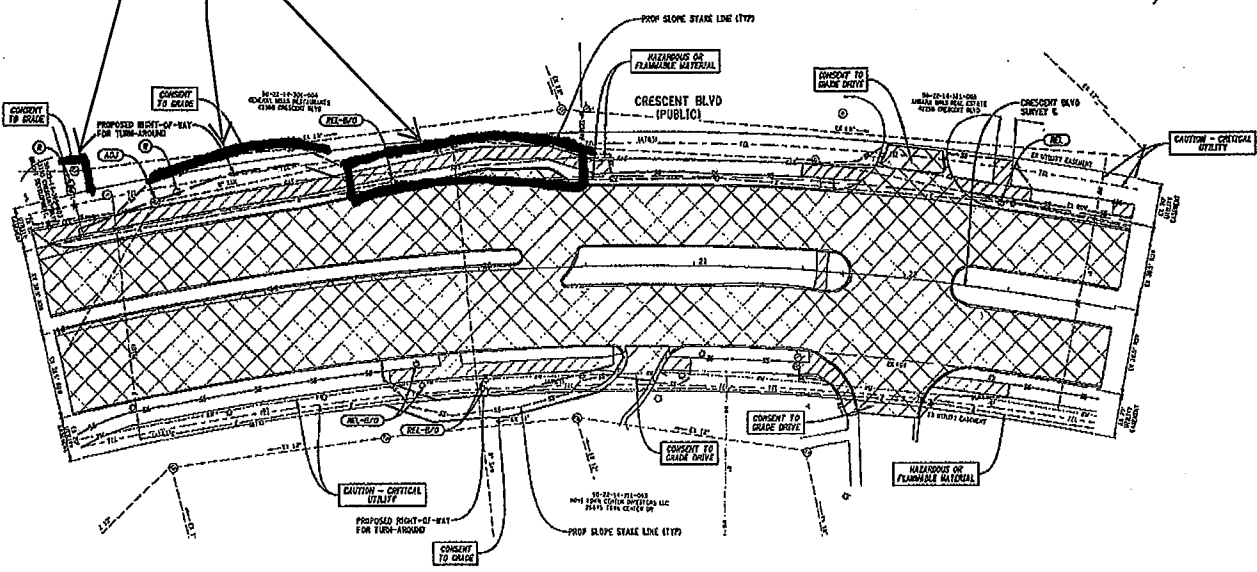
EXHIBIT C

HIGHWAY EASEMENT AREA LEGAL DESCRIPTION

The South 11 feet of the East 131 feet of the Parent Parcel

EXHIBIT D
DEPICTION OF EASEMENT AREA

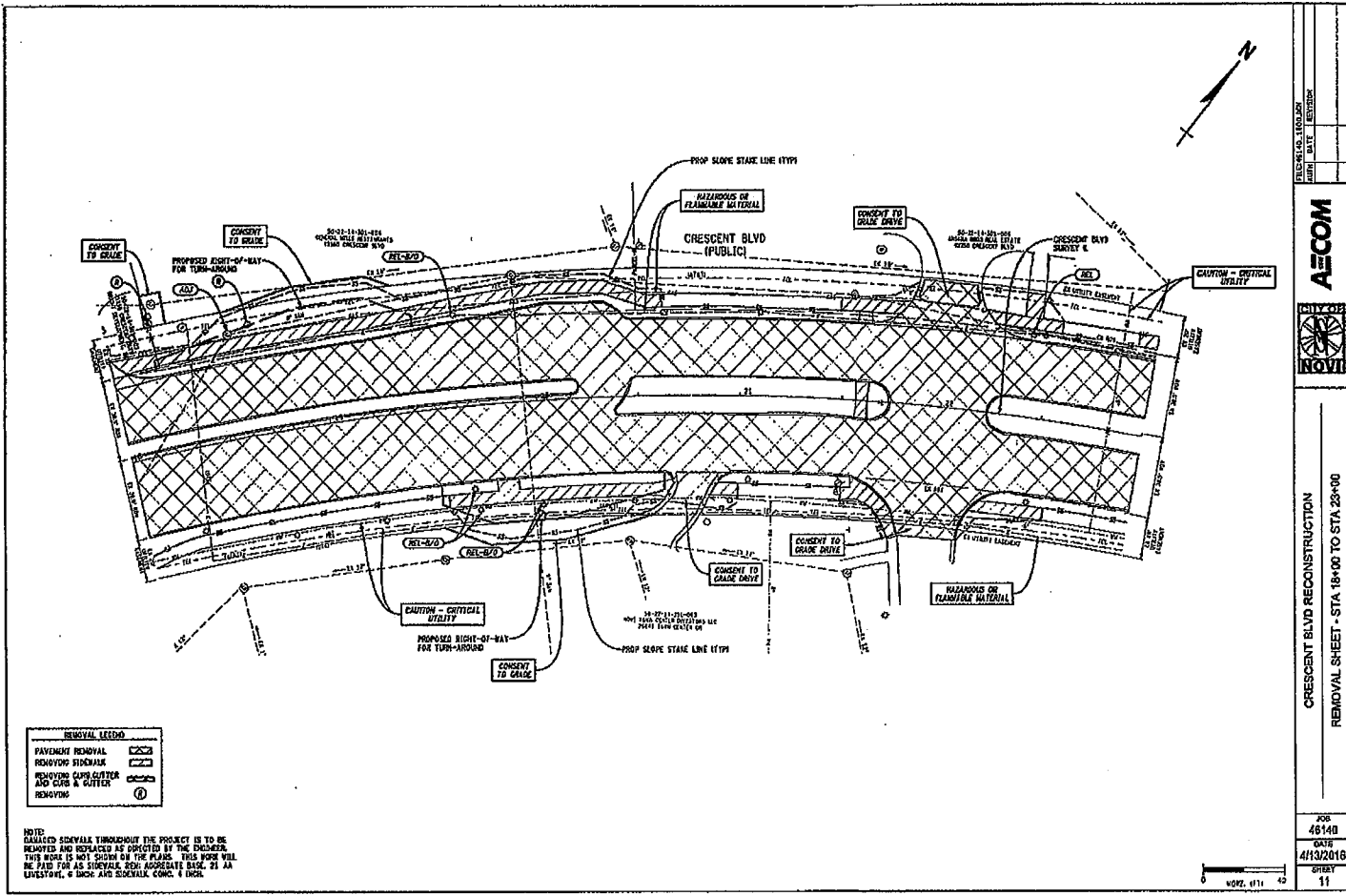
Easement Areas



REMOVAL LEGEND	
PAVEMENT REMOVAL	
REMOVING SIDEWALK	
REMOVING CURB, GUTTER AND CURB & GUTTER	
REMOVING	

NOTE:
 CHANGED SIDEWALK THROUGHOUT THE PROJECT IS TO BE
 REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER.
 THIS WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL
 BE PAID FOR AS SIDEWALK FROM AGGREGATE BASE, 24 IN.
 CHESTONE, 6 INCH AND SANDWICH CONC, 4 INCH.

CRESCENT BLVD RECONSTRUCTION
 REMOVAL SHEET - STA 18+00 TO STA 23+00
 456
 45140
 DATE
 4/13/2016
 SHEET
 11



REMOVAL LEGEND	
PAVEMENT REMOVAL	
REMOVING SIDEWALK	
REMOVING CURB/GUTTER AND CURB & GUTTER	
REMOVING	

NOTE:
 CALICED SIDEWALK THROUGHOUT THE PROJECT IS TO BE
 REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER.
 THIS WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL
 BE PAID FOR AS SPECIAL WORK APPROPRIATE SCALE 2:1 AS
 INDICATED, 6 INCH AND SIDEWALK CONC. 4 INCH.

PREPARED BY: []
 DATE: []
 CHECKED BY: []
 DATE: []

AECOM

NORTH

CRESCENT BLVD RECONSTRUCTION
 REMOVAL SHEET - STA 18+00 TO STA 23+00

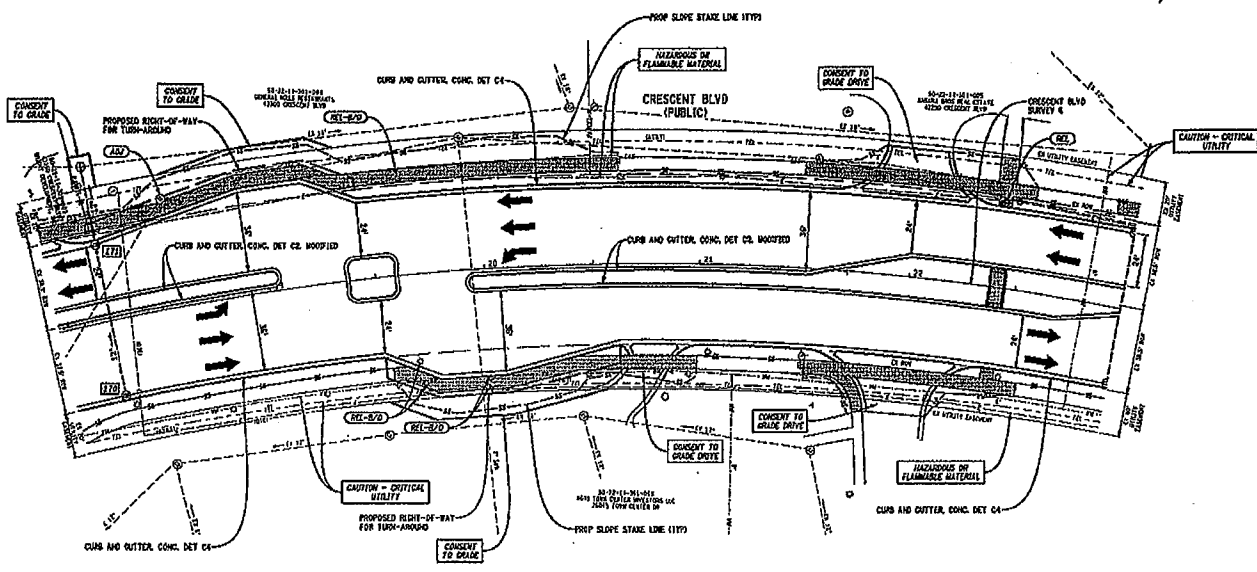
JOB NO.
 46140
 DATE
 4/13/2016
 SHEET
 11

DATE: 4/13/2016
 TIME: 10:00 AM
 REVISION:



CRESCENT BLVD RECONSTRUCTION
 CONSTRUCTION SHEET - STA 48+00 TO STA 23+00

JOB NO: 46140
 DATE: 4/13/2016
 SHEET: 12



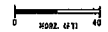
CONSTRUCTION LEGEND

SEWER	CONCRETE
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STRUCT. NO.	STATION	OFFSET	ROW CLEV. #	Dr Structure or Structure = Ditch or Cover, Type	DEPTH, or Ditch or Cover, Type	Dr Structure or Structure = Ditch or Cover, Type	DEPTH, or Ditch or Cover, Type
110	CRESCENT BLVD STA 18+25+00 TO STA 18+21+00	10.00	10.00	12" DIA. 12" DEPTH	12"	12" DIA. 12" DEPTH	12"
111	CRESCENT BLVD STA 18+25+00 TO STA 18+21+00	10.00	10.00	12" DIA. 12" DEPTH	12"	12" DIA. 12" DEPTH	12"
TOTAL		2			108		

NOTE:
 DAMAGED SIDEWALK THROUGHOUT THE PROJECT IS TO BE
 REMOVED AND REPLACED AS SHOWN BY THE CHECKS.
 THESE WORK IS NOT SHOWN ON THE PLANS. THIS WORK WILL
 BE PAID FOR BY THE SIDEWALK, FROM APPROPRIATE BASE, 24" AA
 LEV. STONE, 6" INCH AND SIDEWALK, CONC. 6" INCH.

* ROW ELEVATION ARE MEASURED TO THE FLOW LINE FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES
 ** OFFSETS ARE MEASURED TO THE EDGE OF PAVEMENT FOR CATCH BASINS AND CENTER OF STRUCTURE FOR MANHOLES



HIGHWAY EASEMENT

This Highway Easement is granted this _____ day of July, 2016 (“**Effective Date**”) by FCPT RESTAURANT PROPERTIES, LLC, a Delaware limited liability company, whose address is 591 Redwood Highway, Suite 1150, Mill Valley, CA 94941 (“**Grantor**”), to the CITY OF NOVI, a Michigan municipal corporation (“**Grantee**”) whose address is 45175 Ten Mile Road, Novi, Michigan 48375.

1. **Grantor’s Property.** Grantor is the owner of that certain parcel of real property located in Novi, Oakland County, Michigan commonly known as 43300 Crescent Boulevard, Novi, Michigan, which is legally described on **Exhibit A** and generally depicted on **Exhibit B** attached hereto and incorporated herein by this reference (“**Property**”).

2. **Grant of Permanent Easement.** In exchange for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a permanent right and easement (“**Highway Easement**”) in, under, over, along and upon the portion of the Property described on **Exhibit C** and generally depicted on **Exhibit D** attached hereto and incorporated by this reference, subject to the conditions and restrictions set forth below.

3. **Purpose and Uses of Easement.** Grantee, its employees, contractors, agents and licensees, and their respective designee may use the Highway Easement Area to: (a) install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, a median cross-over, a sidewalk area and landscape in the Highway Easement Area; and (b) to remove any trees, shrubs, and/or vegetation, to grade, to the occupy the Property by public utilities, and to other matters which, in the sole discretion of the Grantee, may be necessary in connection with all public highway purposes and the construction, operation, maintenance, repair, and/or replacement of roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the Highway Easement; and (c) to operate, maintain, repair and replace public improvements within the Highway Easement in accordance with applicable laws, ordinances and regulations, in accordance with the requirements of the Public Act 278 of 1990, as set forth within MCL 691.1402, as amended (collectively, “**Work**”).

4. **Manner of Performing Work.** The Grantee will perform all Work in the Highway Easement Area in a manner which causes the least amount of interference with Grantor’s business operations as is reasonably possible including, without limitation, assuring that access and parking on Grantor’s property is not unreasonably restrained or impeded during construction.

5. **Covenants of Grantee.** Grantee, for itself and its successors, assigns, employees, contractors, agents and licensees, and their respective designees, covenants and agrees that Grantor makes no representation or warranty and disclaims any knowledge with respect to the existence or nonexistence of electrical, gas, cable, water, telephone or any other type of utility lines, pipes or conduits within or

under the Highway Easement Area or any area within which Grantee intends to or actually performs Work. It shall be Grantee's sole responsibility to undertake such investigations.

6. Restoration of the Highway Easement Area. Upon completion of all Work on the Highway Easement Area, Grantee will make such repairs or take such other action as may be necessary to reasonably restore, the Highway Easement Area and any other areas on the Property damaged or disturbed by Grantee's use thereof to a condition comparable to or better than its prior condition as of the date of this Highway Easement, including but not limited to, repaving, reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor or its designee (which may be GMRI through the Restaurant Manager or other authorized employee or agent), correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities, at no cost to Grantor or GMRI.

7. Insurance. Grantee shall maintain and require any contractors and anyone directly or indirectly employed by any contractor to perform or furnish any of the construction Work and by anyone for whose acts any contractor may be liable who will use the Highway Easement Area, to maintain during the Term Comprehensive General Liability, Automobile Liability and Workers' Compensation Insurance. The Comprehensive General Liability Insurance shall have at least a One Million Dollars (\$1,000,000.00) combined single limit for personal injury and property damage. Certificates of Insurance acceptable to Grantor and GMRI shall be filed with each of Grantor and GMRI prior to Grantee's entry upon the Property or Highway Easement Area. Each liability insurance policy required hereunder shall name as additional insureds, Grantor, GMRI, Inc. and the members, directors, and officers of each.

8. Additional Terms and Conditions. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns and this Highway Easement runs with the Land. Invalidity of any one of the covenants, easements or conditions, or any part or parts thereof, shall not affect any of the other covenants, easements or conditions, or any part thereof, which shall remain in full force and effect.. This Highway Easement represents the entire understanding and agreement of the parties with respect to the subject matter hereof and all prior representations, negotiations and understandings are superseded hereby. This Highway Easement may be executed in counterparts which, when combined, shall constitute a fully-executed Highway Easement Agreement.

[REMAINDER OF THE PAGE INTENTIONAL LEFT BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

GRANTOR:

FCPT Restaurant Properties, LLC,
a Delaware limited liability company

Date: August 5, 2016

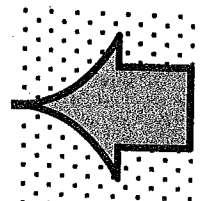
By: [Signature]
Name: James Lee Brent
Title: Secretary

GRANTEE:

CITY OF NOVI,
a Michigan municipal corporation

Date: _____, 2016

By: _____
Name: _____
Title: _____



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

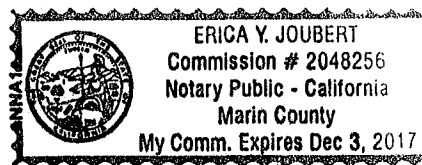
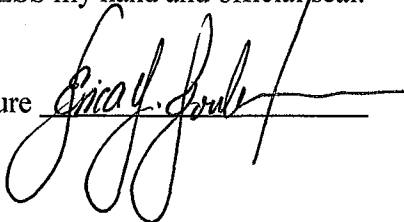
STATE OF CALIFORNIA,
COUNTY OF MARIN

On August 5th, 2016 before me, Erica Y. Joubert, Notary Public
personally appeared James Ler Brat who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within
instrument and acknowledge to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ her ~~their~~
authorized capacity(es), and that by ~~his~~ her ~~their~~ signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



STATE OF MICHIGAN)
) §§
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of July, 2016 by _____, as _____ for City of Novi, Michigan.

Witness my hand and official seal.

My Commission expires:

Notary Public

EXHIBIT A

THE PROPERTY

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

Lot 2, Town Center Subdivision, as recorded in Liber 215 of Plats, Page 20, Oakland County Records.

Tax I.D. No.: 50-22-14-301-004

Commonly known as: 43300 Crescent Boulevard, Novi, Michigan

EXHIBIT B
DEPICTION OF GRANTOR'S PROPERTY

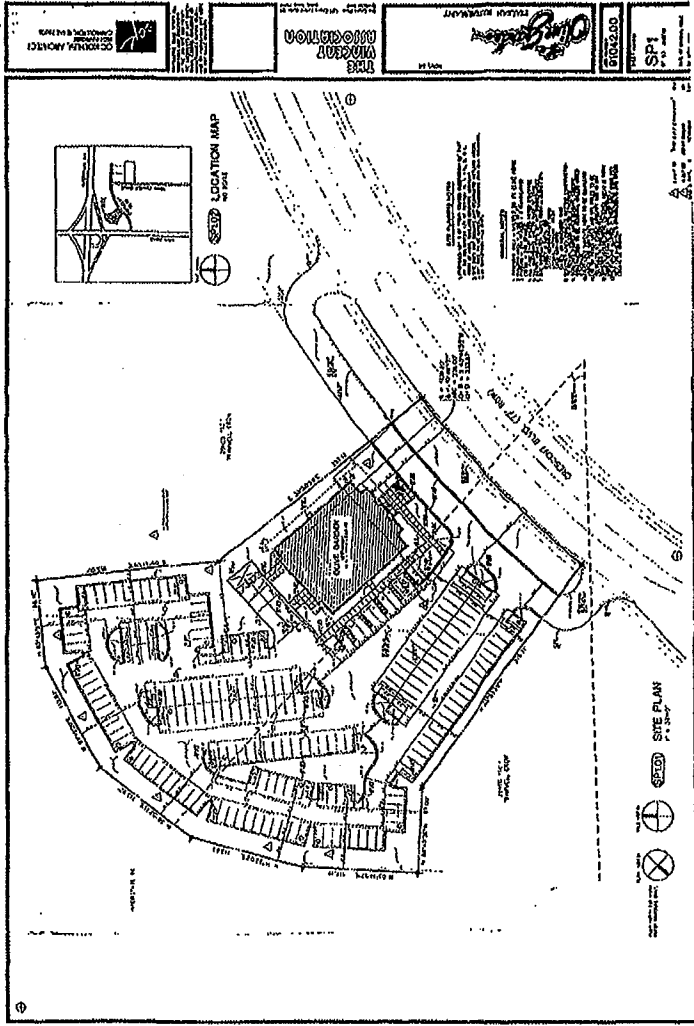


EXHIBIT C

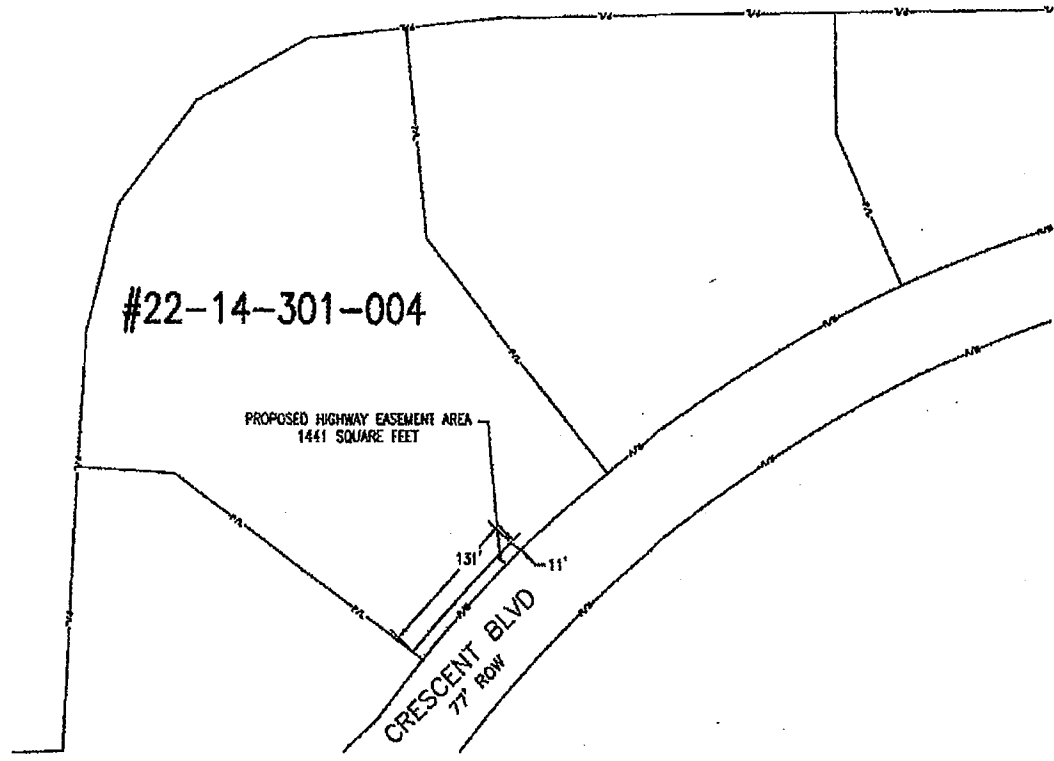
HIGHWAY EASEMENT AREA LEGAL DESCRIPTION

The South 11 feet of the East 131 feet of the Parent Parcel

EXHIBIT D

DEPICTION OF HIGHWAY EASEMENT AREA

PROPOSED HIGHWAY EASEMENT



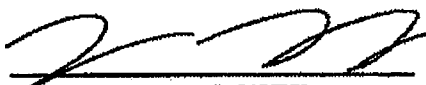

PARENT PARCEL DESCRIPTION
AS PROVIDED

T1N, R8E, SEC 14 TOWN CENTER SUB LOT 2

PROPOSED HIGHWAY EASEMENT LEGAL DESCRIPTION

THE SOUTH 11 FEET OF THE EAST 131 FEET OF THE PARENT PARCEL.

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<p>CLIENT CITY OF NOVI</p>	 THOMAS W. ROBERTS REGISTERED LAND SURVEYOR NO. 58193	<p>PARCEL ID 22-14-301-004</p>
 SURFACE TRANSPORTATION GRAND RAPIDS, SOUTHFIELD, TRAVERSE CITY	<p>LEGEND ROW LINE ———— PROPERTY LINE ———— EASEMENT LINE - - - - -</p>	<p>CRESCENT BOULEVARD</p>
<p>SCALE: 1"=150'</p>	<p>DATE: 05.20.2016 JOB NO. 60448140</p>	<p>PAGE 1 OF 1</p>