



## CITY OF NOVI CITY COUNCIL NOVEMBER 14, 2022

**SUBJECT:** Approval of Property Exchange Agreement by and Between the City of Novi and the Novi Community School District (involving a portions of properties owned by the City at the Civic Center Complex and Wildlife Woods Park and a property owned by the School District near the High School and the "Bosco Fields" property on 11 Mile Road.

**SUBMITTING DEPARTMENT:** City Manager

### **BACKGROUND INFORMATION:**

The City and the School District have long discussed the possible exchange of certain properties for mutually beneficial purposes and in recognition of the fact that the properties at issue, while owned by one or the other entity are actually being primarily used by the other entity.

The City properties involved (being transferred to the School District) are a portion of the City's Wildlife Woods Park adjacent Novi Middle School (about 23 acres) and an area at the Civic Center/Ella Mae Power Park currently used for School athletic field purposes (about 46 acres).

The School properties involved (being transferred to the City) are a small piece of land near Fuerst Park (roughly 1.77 acres) and the so-called Bosco Fields, at 11 Mile and Beck Roads (about 70 acres).

There is no compensation or monetary consideration proposed. This is intended to be an exchange of deeds.

Attached for City Council's review and consideration for approval is a draft exchange agreement that:

- Describes the affected properties in detail
- Allows the parties some due diligence period to address title-related and survey issues (environmental reports have been received and only need to be updated)
- Addresses land division requirements/timing as well a potential issues raised by tranfer of City park areas
- Attaches draft transfer documents

The agreement states that the intention is for this transfer to replace and negate any existing agreements between the School District and the City regarding permitted or shared use of these properties, and a document would be signed to that effect.

The School District approved a slightly different version of this document, prior to the City's review of it. There are minor suggested changes from that document that the School District will address if the City Council approves this version.

**RECOMMENDED ACTION:**

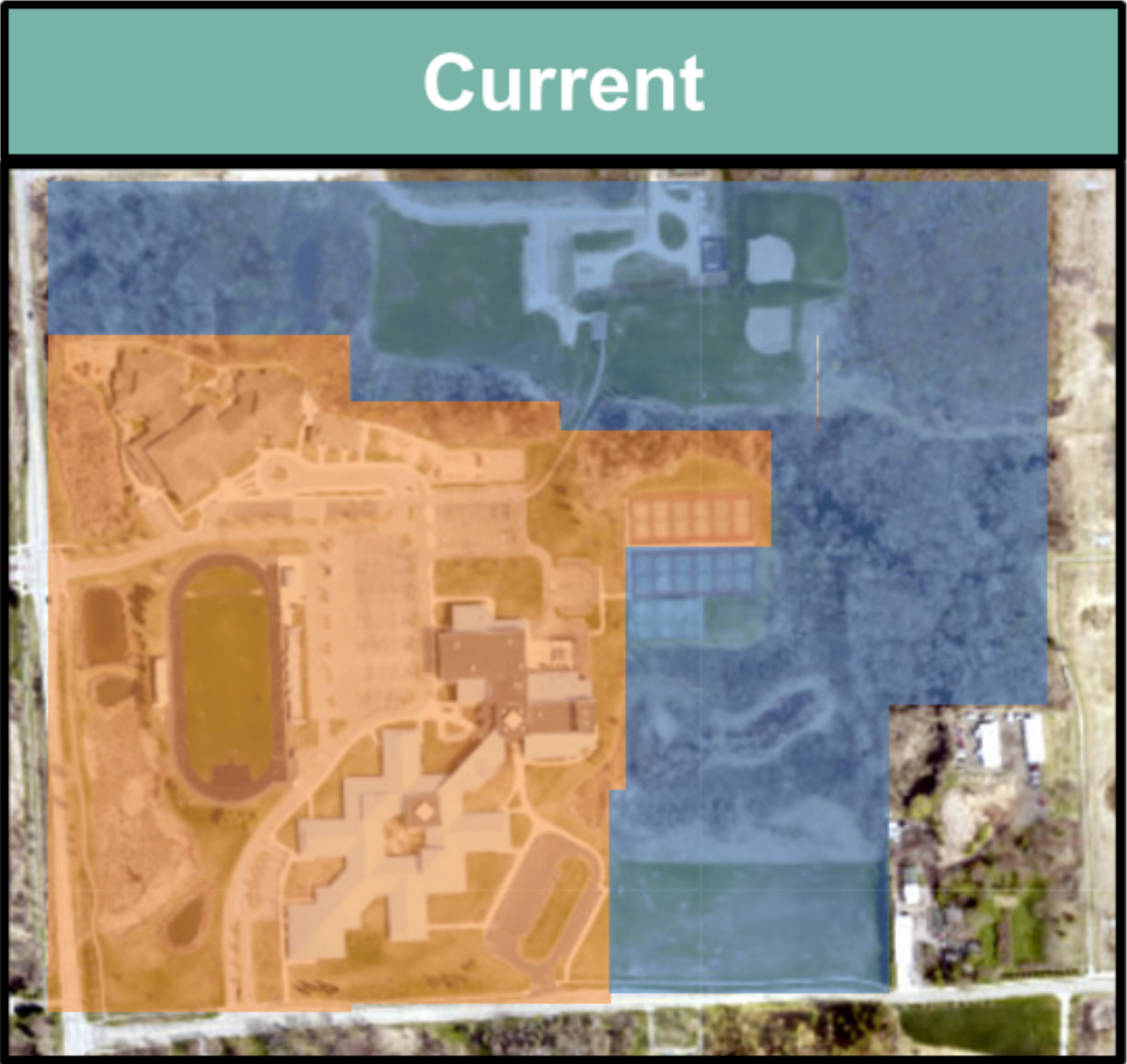
Approval of Property Exchange Agreement by and Between the City of Novi and the Novi Community School District, subject to approval of final form by the City Manager and City Attorney's Office, including minor non-substantive amendments.

Exchange of approximate 140 acres, all within the City of Novi and Novi Community School District boundaries.


Land Exchange proposal:  
From the City to Schools and from the Schools to the City : +/- 70 acres

**Proposed  
Exchange  
by  
numbers**

# Novi Middle School



 : NCSD Property

 : City of Novi Property

- NCSD to gain full ownership of soccer fields, tennis courts, basketball courts and property to the east of the Novi Middle School



# Bosco Fields



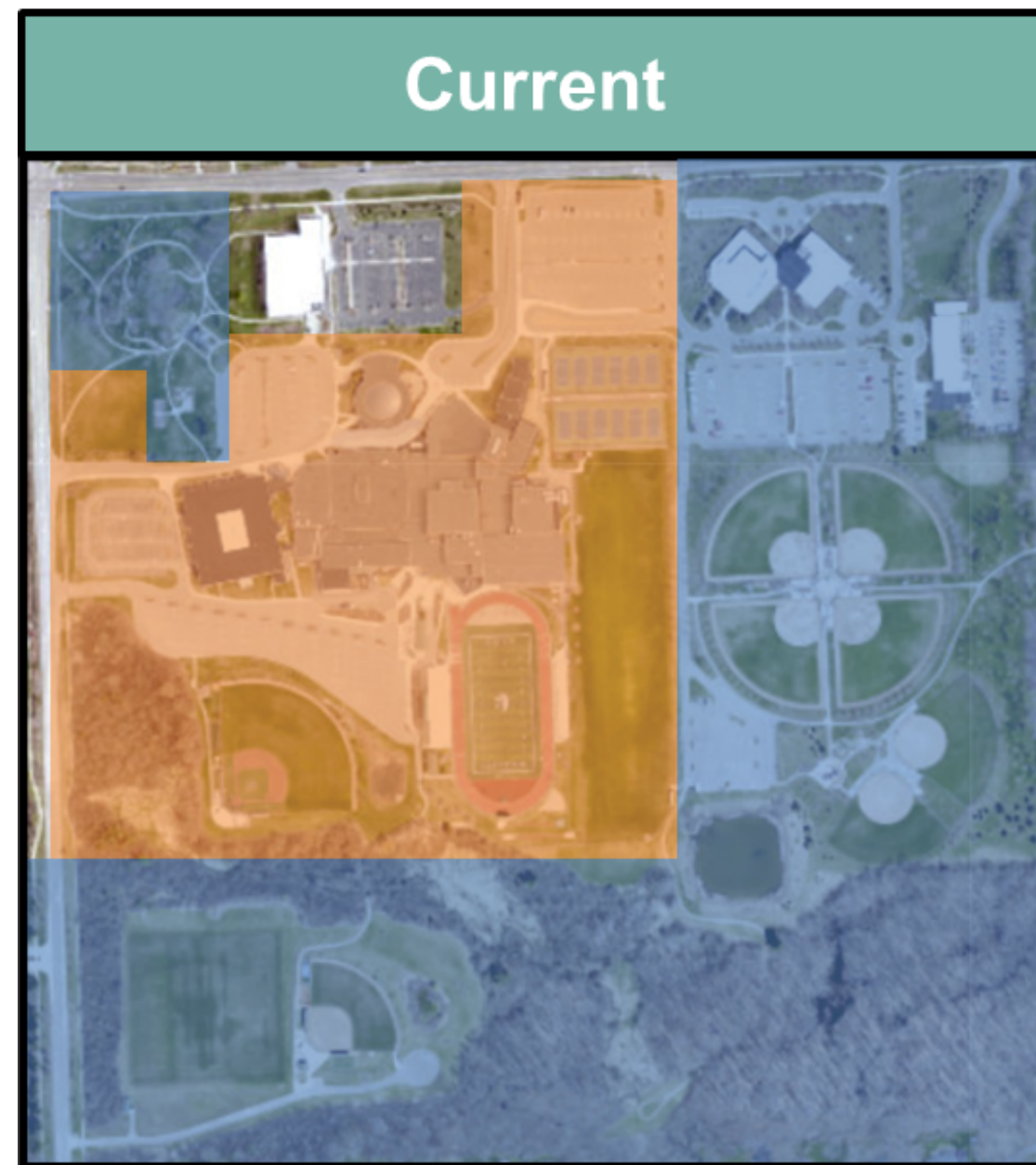
■ : NCSD Property

■ : City of Novi Property


- City to receive full ownership of Bosco Fields with the intention to expand the Novi Parks system



# Novi High School / Civic Center Campus



 : NCSD Property

 : City of Novi Property

- City to square off Fuerst Park property
- NCSD to acquire the land south of baseball fields, including current softball/baseball fields and cross-country trails/wetlands

**PROPERTY EXCHANGE AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF NOVI AND NOVI COMMUNITY SCHOOL DISTRICT**

This Agreement is made as of the date of the last signature below ("Effective Date") by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 ("City") and Novi Community School District, a Michigan general powers school district organized and operating under the Michigan Revised School Code, MCL 380.1, et seq., whose address is 25345 Taft Road, Novi, Michigan 48374 ("District") (collectively, the City and the District, the "Parties," and individually, a "Party").

**RECITALS**

**WHEREAS**, the District owns property shown and legally described as "Parcel C" on the survey in **Exhibit 1** ("District High School Property");

**WHEREAS**, the City owns property adjacent to the District High School Property, which is shown and legally described as "Parcel B" on the survey in **Exhibit 1** ("City Civic Center Property");

**WHEREAS**, the District owns property shown and legally described as "Parcel B" on the survey in **Exhibit 2** ("District Middle School Property");

**WHEREAS**, the City owns property adjacent to the District Middle School Property, which is shown and legally described as "Parcel A" on the survey in **Exhibit 2** ("City Wildlife Woods Park Property");

**WHEREAS**, the District owns property shown and legally described as "Parcel A" on the survey in **Exhibit 3** ("District Bosco Fields Property");

**WHEREAS**, the District and the City have used portions of each other's properties referenced above pursuant to various agreements between the Parties concerning those properties ("Past Agreements"); and

**WHEREAS**, the District and the City desire to terminate the Past Agreements and to instead exchange certain properties pursuant to this Agreement without the payment of any monies by either Party to the other. The intention of the Parties is that the properties exchanged pursuant to this Agreement will constitute full and fair consideration.

**NOW, THEREFORE**, the Parties agree as follows:

1. District Conveyance. The District shall convey to the City (a) a portion of the District High School Property, specifically the portion shown as "Proposed Parcel 1" on the survey in **Exhibit 1** (the "Added Fuerst Park Area Property") and (b) the District Bosco Fields Property by execution and delivery of a warranty deed in substantially the same form and

containing substantially the same terms, reservations, and provisions as the warranty deed attached hereto as **Exhibit 4**.

2. City Conveyance. The City shall convey to the District (a) a portion of the City Civic Center Property, specifically the portion south and southwest of the "proposed property line" shown within the City Civic Center Property on the survey in **Exhibit 1** (the "Added District High School Property") and (b) a portion of the City Wildlife Woods Park Property, specifically the portion shown as "Proposed Parcel 1" on the survey in **Exhibit 2** (the "Added District Middle School Property") by execution and delivery of a warranty deed in substantially the same form and containing substantially the same terms, reservations, and provisions as the warranty deed attached hereto as **Exhibit 5**.

3. Title Work. The Parties have obtained owner's title insurance commitments for this transaction from Amrock Commercial as follows (collectively, the "Title Commitments"):

- (a) District High School Property – commitment no. C000125567-4 dated February 28, 2022, 8:00 AM.
- (b) City Civic Center Property – commitment no. C000125567-5 dated February 28, 2022, 8:00 AM.
- (c) District Middle School Property – commitment no. C000125567-3 dated February 28, 2022, 8:00 AM.
- (d) City Wildlife Woods Park Property – commitment no. C000125567-2 dated March 7, 2022, 8:00 AM.
- (e) District Bosco Fields Property – commitment no. C000125567-1 dated February 23, 2022, 8:00 AM.

The District shall work with Amrock Commercial before Closing to revise (a) the City Civic Center Property title commitment to provide title insurance only for the property portion being conveyed to the District, specifically the Added District High School Property, and (b) the City Wildlife Woods Park Property title commitment to provide title insurance only for the property portion being conveyed to the District, specifically the Added District Middle School Property.

The City shall work with Amrock Commercial before Closing to revise the District High School Property title commitment to provide title insurance only for the property portion being conveyed to the City, specifically the Added City Fuerst Park Area Property and the District Bosco Fields Property.

The Parties shall agree in writing to the title policy amounts for each Title Commitment no later than 90 calendar days after the Effective Date (the "Due Diligence Period"); if the Parties do not agree on the title policy amount for a Title Commitment, then the Parties shall work in good faith to retain an appraiser mutually agreeable to the Parties to determine the value of the applicable property within the Due Diligence Period, and the appraiser's value shall be used as the title policy amount for that Title Commitment. The Parties shall work together in good faith to ensure that the title company providing title insurance policies for this transaction issues title policies in amounts agreed to by the Parties or the amount determined by the appraiser.



The City Civic Center Property title commitment and the City Wildlife Woods Park Property title commitment currently contain title exceptions. During the Due Diligence Period, the District shall have the right to work with Amrock Commercial to remove or revise those title exceptions that the District determines would unreasonably interfere with the District's intended uses of the properties subject to those title commitments. If the District has made an effort to remove or revise those title exceptions within the Due Diligence Period but has not finalized removing or revising those title exceptions within the Due Diligence Period, then the Parties may agree in writing to extend the Due Diligence Period or the District may terminate this Agreement by providing a written termination notice to the City within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs (as defined below) for services performed before the termination date.

The District High School Property title commitment and the District Bosco Fields Property title commitment currently contain title exceptions. During the Due Diligence Period, the City shall have the right to work with Amrock Commercial to remove or revise those title exceptions that the City determines would unreasonably interfere with the City's intended uses of the properties subject to those title commitments. If the City has made an effort to remove or revise those title exceptions within the Due Diligence Period but has not finalized removing or revising those title exceptions within the Due Diligence Period, then the Parties may agree in writing to extend the Due Diligence Period or the City may terminate this Agreement by providing a written termination notice to the District within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs (as defined below) for services performed before the termination date.

4. Environmental. The Parties ordered and reviewed Phase I Environmental Site Assessment reports for the Added Fuerst Park Area Property, the Added District High School Property, the Added District Middle School Property, and the District Bosco Fields Property (the "New Properties"), which assessments are dated May 5, 2022 (collectively, the "Environmental Assessments"). The Parties are satisfied with the Environmental Assessments.

The Parties will cause the Environmental Assessments to be updated; the Parties shall have until the expiration of the Due Diligence Period to obtain and review the updated Environmental Assessments. If the Environmental Assessments are not updated before the expiration of the Due Diligence Period or any of the updated Environmental Assessments indicate environmental contamination or recommend further investigation, then the Parties may agree in writing to extend the Due Diligence Period or either Party may terminate this Agreement by providing a written termination notice to the other Party within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs for services performed before the termination date.

5. Surveys. The Parties obtained boundary surveys depicting the properties subject to this transaction, which surveys are attached as **Exhibits 1-3**. Based on the title exceptions in the Title Commitments, the Parties determined to upgrade the boundary surveys in **Exhibits 1-2** to ALTA surveys, which are dated October 4, 2022.

If those ALTA surveys reveal matters other than those depicted on the boundary surveys in **Exhibits 1-2**, then the Parties may agree in writing to extend the Due Diligence Period or either Party may terminate this Agreement by providing a written termination notice to the other Party within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs for services performed before the termination date.

6. Transaction Costs. The Parties shall each pay ½ of the due diligence costs for this transaction, which include but may not be limited to the (a) title policies issued pursuant to the Title Commitments, (b) Environmental Assessments, (c) updated Environmental Assessments (d) the appraiser's fee if an appraiser is used by the Parties pursuant to Section 3 above, (e) Boundary Surveys and ALTA Surveys referenced in Section 5 above, (f) soil borings for properties subject to this transaction; (g) Plante Moran CRESA fees for this transaction, (h) closing fee imposed by the title company facilitating the Closing, and (i) recording of the warranty deeds in **Exhibits 4-5**, the purchaser's statements in **Exhibits 6-7**, and the Termination Agreement in **Exhibit 8** (collectively, all the costs in this Section 6, the "Transaction Costs"). Transaction Costs do not include attorney fees. Transaction Costs shall be paid at Closing, except as otherwise provided in this Agreement.

7. Representations and Warranties.

The City as to the Added District High School Property and the Added District Middle School Property and the District as to the Added Fuerst Park Area Property and the District Bosco Fields Property each represent and warrant to the other Party as follows:

- (a) To the best of its knowledge, there is no pending litigation affecting all or any part of the properties, or its interest therein.
- (b) There are no unrecorded options, rights of first refusal, licenses, rental agreements, leases or other rights of occupancy outstanding in respect of the properties, except those between the City and the District, which the City and the District shall terminate at Closing.
- (c) To the best of its knowledge, there are no uncorrected violations of any building codes and regulations, health codes or zoning ordinances, or county, state or federal laws or regulations, affecting the property or the use or enjoyment thereof.
- (d) Except as may be disclosed in the Title Commitments, the Environmental Assessments, or the surveys conducted pursuant to Section 5 above, to the best of its knowledge there are no underground storage tanks or hazardous or toxic substances existing on, under, above or upon the

property as defined in any federal, state or local law, regulation, rule, statute or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or upon the properties.

- (e) There are no real estate broker or agent commissions, fees and other charges involved in or attributable to this transaction and conveyance. Acquiring party shall not be responsible for any such brokerage or agent fees, commissions, or other such charges, and it shall to the extent permitted by law indemnify, defend and hold acquiring Party free and harmless from the claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented it, or otherwise to be entitled to compensation, in connection with this Agreement or in connection with the sale of the properties.

#### 8. Prior Agreements.

The City and the District shall sign the termination agreement attached as **Exhibit 8** at Closing, terminating any prior agreements between the District and the City concerning the City Civic Center Property, the City Wildlife Woods Park Property, the District High School Property, the District Middle School Property, and the District Bosco Fields Property (collectively, the "Current Properties").

#### 9. Land Divisions/City Park Master Plan Designation.

The Parties acknowledge that a land division of one or more of the Current Properties will be necessary to complete the transaction contemplated by this Agreement. The District and the City will cooperate during the land division process. The Parties acknowledge and agree that this Agreement is conditioned on the land divisions being granted to the satisfaction of each Party, which shall not be unreasonably withheld, before the time of Closing. The Parties acknowledge that such land divisions may not be granted until the expiration of the Due Diligence Period or any extension thereof. If the land division is not approved to such satisfaction before the time of Closing, then either Party may terminate this Agreement and neither Party shall have any liability or responsibility to the other under this Agreement, except that each Party shall remain responsible for 1/2 of any Transaction Costs for services performed before the termination date.

The Parties also acknowledge that the Added District High School Property or the Added District Middle School Property, or parts thereof, may be a required park under the official master plan of the City. The City shall ensure that as of at least 5 days before Closing, no part of the Added District High School Property or the Added District Middle School Property is a required park under the official master plan of the City and the City shall notify the District of any action taken by the City to effectuate that result. If the City fails to meet the obligation in the preceding sentence, then either Party may terminate this Agreement and neither Party shall have any liability or responsibility to the other under this Agreement, except that each Party shall remain responsible for 1/2 of any Transaction Costs for services performed before the termination date.



10. Other Terms and Conditions. The following additional terms and conditions apply:

- (a) Legal Descriptions. The District and City shall jointly prepare the final legal descriptions for each property subject to this transaction, including the New Properties. Once the legal descriptions for the New Properties have been finalized and agreed to by the Parties, they shall be included in the deeds in **Exhibits 4** and **5**. Following Closing, the Parties shall reasonably cooperate in executing and recording amendments that are necessary, if any, for purposes of replacing legal descriptions of properties subject to this transaction if they contain mutual mistakes and errors that are discovered at or after the Closing.
- (b) Possession. Possession of the New Properties will be delivered at the Closing. The Warranty Deeds and other documents shall be delivered at the Closing.
- (c) Closing. The Closing shall take place at the office of the District's Superintendent. Subject to other terms in this Agreement, the Closing shall take place on a date and time as is mutually agreeable to the Parties; provided, however, that the Closing shall occur not later than 15 calendar days after the expiration of the Due Diligence Period or any extension thereof ("Closing"). The Parties agree to the following for the purpose of consummating this transaction:
  - (i) Each Party shall deliver to the other evidence satisfactory to establish their authority to enter into and consummate this transaction.
  - (ii) Each Party shall pay for all transfer taxes, fees attributable to any parcel split/combine which may have been assessed, and fees and charges of its own representatives, agents, or contractors, for property conveyed by that Party.
  - (iii) Both Parties shall execute, acknowledge and deliver such other instruments, documents and undertakings (in customary form reasonably acceptable to the District and the City) as shall be reasonably necessary in order to fully consummate this Agreement and to bring into effect its intent and purpose, including any required non-foreign affidavits.
  - (iv) All taxes and assessments that have become a lien upon the land as of the date of Closing (if any) shall be paid by the conveying Party. The acquiring Party shall be responsible for the payment of all property taxes falling due after the date of Closing without regard to lien date. The conveying Party shall pay the cost of all

utilities and service charges through and including the date of Closing.

- (d) Time is of the essence. At all times under this Agreement where certain time constraints are set forth, the Parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.
- (e) Default. In the event of material default by the City under this Agreement, the District may, at its option, elect to enforce the terms hereof or rescind and terminate this Agreement. In the event of a material default by the District, the City may, at its option, elect to enforce the terms hereof or rescind and terminate this Agreement.
- (f) Choice of law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State. Should any court action be commenced at any time involving or concerning this Agreement, the Parties consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County. In the event any provision of this Agreement or any addendum to this Agreement contains provisions that are contrary to existing law in the State of Michigan or negate any legal right of a Party under the laws of said state, such provision shall be severed from this Agreement and shall be of no force or effect, but shall not otherwise invalidate the remainder of this Agreement. The Agreement of the Parties in this paragraph shall survive the Closings of this transaction.
- (g) Disclaimer of Warranties. AT CLOSING, EACH PARTY SHALL SIGN A PURCHASER'S STATEMENT. THE PURCHASER'S STATEMENT WILL CONFIRM IN WRITING TO THE OTHER PARTY THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, (A) THE ACQUIRING PARTY HAS INSPECTED THE PARCEL THAT PARTY IS RECEIVING; IS AGREEING TO TAKE THE PARCEL "AS IS" AND IN ITS PRESENT CONDITION; AND THAT THERE ARE NO WRITTEN OR ORAL UNDERSTANDINGS EXCEPT THOSE IN THIS AGREEMENT; AND (B) THE CONVEYING PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH REGARD TO THE PROPERTY THAT PARTY IS TRANSFERRING. THE PURCHASER'S STATEMENT TO BE SIGNED BY THE DISTRICT IS IN EXHIBIT 6 AND THE PURCHASER'S STATEMENT TO BE SIGNED BY THE CITY IS IN EXHIBIT 7.
- (h) Legal document; interpretation. THIS IS A LEGAL AND BINDING DOCUMENT, AND BOTH THE DISTRICT AND THE CITY ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO CONSULT AN ATTORNEY TO PROTECT THEIR INTERESTS IN THIS TRANSACTION. WHERE THE

TRANSACTION INVOLVES FINANCIAL AND TAX CONSEQUENCES, THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK THE ADVICE OF THEIR ACCOUNTANT OR FINANCIAL ADVISER. NO PROVISION IN THIS AGREEMENT IS TO BE INTERPRETED FOR OR AGAINST ANY PARTY BECAUSE THAT PARTY OR THAT PARTY'S LEGAL REPRESENTATIVE DRAFTED THE PROVISION. THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.

- (i) All agreements in writing. THE DISTRICT AND THE CITY AGREE THAT THIS AGREEMENT (AND WRITTEN AND SIGNED ADDENDA, IF ANY) CANNOT BE MODIFIED, ALTERED OR OTHERWISE AMENDED WITHOUT A WRITING BEING DULY APPROVED BY AND SIGNED OR INITIALED, AS THE CASE MAY BE, BY BOTH DISTRICT AND THE CITY.
- (j) Notices. ALL NOTICES AND DEMANDS REQUIRED OR PERMITTED UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE SERVED PERSONALLY OR BY POSTAGE PREPAID UNITED STATES FIRST CLASS, CERTIFIED (RETURN RECEIPT REQUESTED), OR REGISTERED MAIL, ADDRESSED TO THE PARTY AT THE ADDRESS INDICATED ON PAGE 1 HEREOF OR TO SUCH OTHER PLACE AS MAY BE DESIGNED BY NOTICE GIVEN IN ACCORDANCE WITH THIS SECTION. IT IS AGREED TO BY THE PARTIES THAT NOTICES REQUIRED HEREUNDER MAY, BUT ARE NOT REQUIRED TO, BE DELIVERED BY FACSIMILE (FAX) COPY TO THE PARTIES OR THEIR AGENTS PROVIDED A HARD COPY (ORIGINALLY SIGNED COPY) IS MAILED OR DELIVERED IN A TIMELY MANNER. IF FAXED, THE DATE AND TIME OF THE RECEIPT OF THE FAX SHALL BE THE DATE AND TIME OF SAID OFFER, ACCEPTANCE OR NOTICE. IF NOT FAXED, NOTICE SHALL BE DEEMED TO HAVE BEEN GIVEN ON THE EARLIER OF (A) THE DATE OF PERSONAL DELIVERY, (B) THE DATE WHEN RECEIVED, OR (C) ONE (1) DAY AFTER MAILING IF MAILED IN THE STATE OF MICHIGAN. THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.
- (k) Grammar and headings. WHENEVER WORDS HEREIN ARE USED IN THE MASCULINE, THEY SHALL BE READ IN THE FEMININE OR NEUTER WHENEVER THEY WOULD SO APPLY AND VICE VERSA, AND WORDS IN THIS AGREEMENT THAT ARE SINGULAR SHALL BE READ AS PLURAL WHENEVER THE LATTER WOULD SO APPLY AND VICE VERSA. THE HEADINGS CONTAINED HEREIN ARE FOR THE CONVENIENCE OF THE PARTIES AND ARE NOT TO BE USED IN CONSTRUING THE PROVISIONS OF THIS AGREEMENT.
- (l) Entire agreement. THE DISTRICT AND THE CITY AGREE THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THEM REGARDING THE TRANSACTION DESCRIBED HEREIN AND THAT THERE ARE NO AGREEMENTS, REPRESENTATIONS, STATEMENTS OR



UNDERSTANDINGS THAT HAVE BEEN RELIED UPON BY THEM THAT ARE NOT STATED IN THIS AGREEMENT.

- (m) Counterparts. The Agreement may be executed in any number of counterparts, none of which need be executed by all the parties hereto, each of which shall be deemed an original, and all of which when taken together shall constitute one in the same instrument. Each Exhibit attached hereto shall be a part of this Agreement, as if the content thereof was fully set forth in the body of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers.

CITY OF NOVI

\_\_\_\_\_  
By: Robert Gatt  
Its: Mayor  
Date: \_\_\_\_\_, 2022

\_\_\_\_\_  
By: Cortney Hanson  
Its: City Clerk  
Date: \_\_\_\_\_, 2022

**ACKNOWLEDGMENT**

STATE OF MICHIGAN    )  
  ) ss  
COUNTY OF OAKLAND    )

The foregoing Agreement was acknowledged before me by Robert Gatt, Mayor, and Cortney Hanson, Clerk, on behalf of the City of Novi, on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

[Signatures Continued on Next Page]

NOVI COMMUNITY SCHOOL DISTRICT,  
acting by and through its Board of Education

\_\_\_\_\_  
By: Ben Mainka  
Its: Superintendent

**ACKNOWLEDGMENT**

STATE OF MICHIGAN )  
                                      ) ss  
COUNTY OF OAKLAND )

The foregoing Agreement was acknowledged before me by Ben Mainka, the Superintendent for Novi Community School District, on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

District High School Property and City Civic Center Property Survey



NO.	DATE	BY	REVISION
1	03/27/22	JM/JA	INITIAL DESIGN
2	09/27/22	JM/JA	RECORDED
3	01/20/23	JM/JA	REVISION



**PROPERTY DESCRIPTION (50-22-27-100-007)**

LAND SITUATED IN THE CITY OF NOVATO, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS:  
 PARCEL 2:  
 LAND SITUATED IN SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS: PART OF THE NORTHWEST 1/4 BEGINNING AT THE NORTH LINE OF SAID SECTION 27; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 27, SOUTH 00 DEGREES 38 MINUTES 31 SECONDS WEST, 1066.91 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS WEST, 989.92 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 40 SECONDS WEST, 1066.91 FEET TO THE NORTH LINE OF SECTION 27 & CENTRELINE OF 10 MILE ROAD; THENCE ALONG SAID NORTH LINE OF SECTION 27 & CENTRELINE OF 10 MILE ROAD, NORTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 989.92 FEET TO THE POINT OF BEGINNING.

**TITLE REPORT NOTE (50-22-27-100-007)**

- ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE INFORMATIONAL TITLE REPORT BY AMOROS, LLC ORDER NO. 000025567-5, DATED FEBRUARY 28, 2022, AND RELATED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.
- RIGHT OF WAY GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED FEBRUARY 26, 1969 IN LIBER 5324, PAGE 705. (AS SHOWN)
  - RIGHT OF WAY GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED JULY 17, 1972 IN LIBER 5906, PAGE 646. (AS SHOWN)
  - AGREEMENT - EASEMENT - RESTRICTIONS IN FAVOR OF THE DETROIT EDISON COMPANY HELD BY MICHIGAN BELL TELEPHONE COMPANY RECORDED AUGUST 23, 1979 IN LIBER 6736, PAGE 375 AND RECORDED SEPTEMBER 21, 1979 IN LIBER 6737, PAGE 705. (DOCUMENTS REFER TO AN "AS" INSTALLATION DRAWING FOR THE LOCATION OF THE EASEMENT, SAID DOCUMENT IS LEGIBLE, THEREFORE, THE EASEMENT CANNOT BE SHOWN)
  - EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED JANUARY 31, 1976 IN LIBER 6742, PAGE 99. (AS SHOWN)
  - EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED FEBRUARY 17, 1977 IN LIBER 6849, PAGE 832. (AS SHOWN)
  - EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED SEPTEMBER 1, 1977 IN LIBER 7402, PAGE 363. (AS SHOWN)
  - EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED DECEMBER 22, 1978 IN LIBER 7402, PAGE 363. (AS SHOWN)
  - EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED NOVEMBER 4, 1980 IN LIBER 7898, PAGE 278. (AS SHOWN)
  - EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED NOVEMBER 4, 1980 IN LIBER 7898, PAGE 283. (AS SHOWN)
  - DRANAGE EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED MARCH 14, 1991 IN LIBER 11774, PAGE 96. (AS SHOWN)
  - DRANAGE AND WETLAND CONSERVATION EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED JANUARY 12, 1993 IN LIBER 13247, PAGE 800. (AS SHOWN)
  - OVERHEAD EASEMENT (RIGHT OF WAY) GRANTED TO THE DETROIT EDISON COMPANY RECORDED NOVEMBER 28, 1995 IN LIBER 15842, PAGE 305. (AS SHOWN)
  - EASEMENT CONTAINED IN WARRANTY BEING RECORDED OCTOBER 7, 1997 IN LIBER 17965, PAGE 128. (A PERMANENT EASEMENT IN, OVER, UPON, AND THROUGH ALL ROADS, WALKWAYS AND PARKING AREAS NOW OR HEREAFTER EXISTING, CONSISTING OF LEASE AGREEMENT DATED DECEMBER 6, 2006 AND RECORDED JANUARY 8, 2007 IN LIBER 35066, PAGE 600. (AS SHOWN))
  - WATER MAIN EASEMENT GRANTED TO THE BOARD OF DIRECTORS OF THE CITY OF NOVATO RECORDED APRIL 24, 2009 IN LIBER 41103, PAGE 185. (AS SHOWN)
  - EMERGENCY ACCESS EASEMENT GRANTED TO THE BOARD OF DIRECTORS OF THE CITY OF NOVATO RECORDED APRIL 24, 2009 IN LIBER 41103, PAGE 185. (AS SHOWN)
  - WARRANTY/LEASE EASEMENT GRANTED TO THE BOARD OF DIRECTORS OF THE CITY OF NOVATO RECORDED APRIL 24, 2009 IN LIBER 41103, PAGE 185. (AS SHOWN)
  - FINER OPTIC EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED AUGUST 27, 2009 IN LIBER 41140, PAGE 310. (AS SHOWN)

**SURVEYOR'S CERTIFICATION**

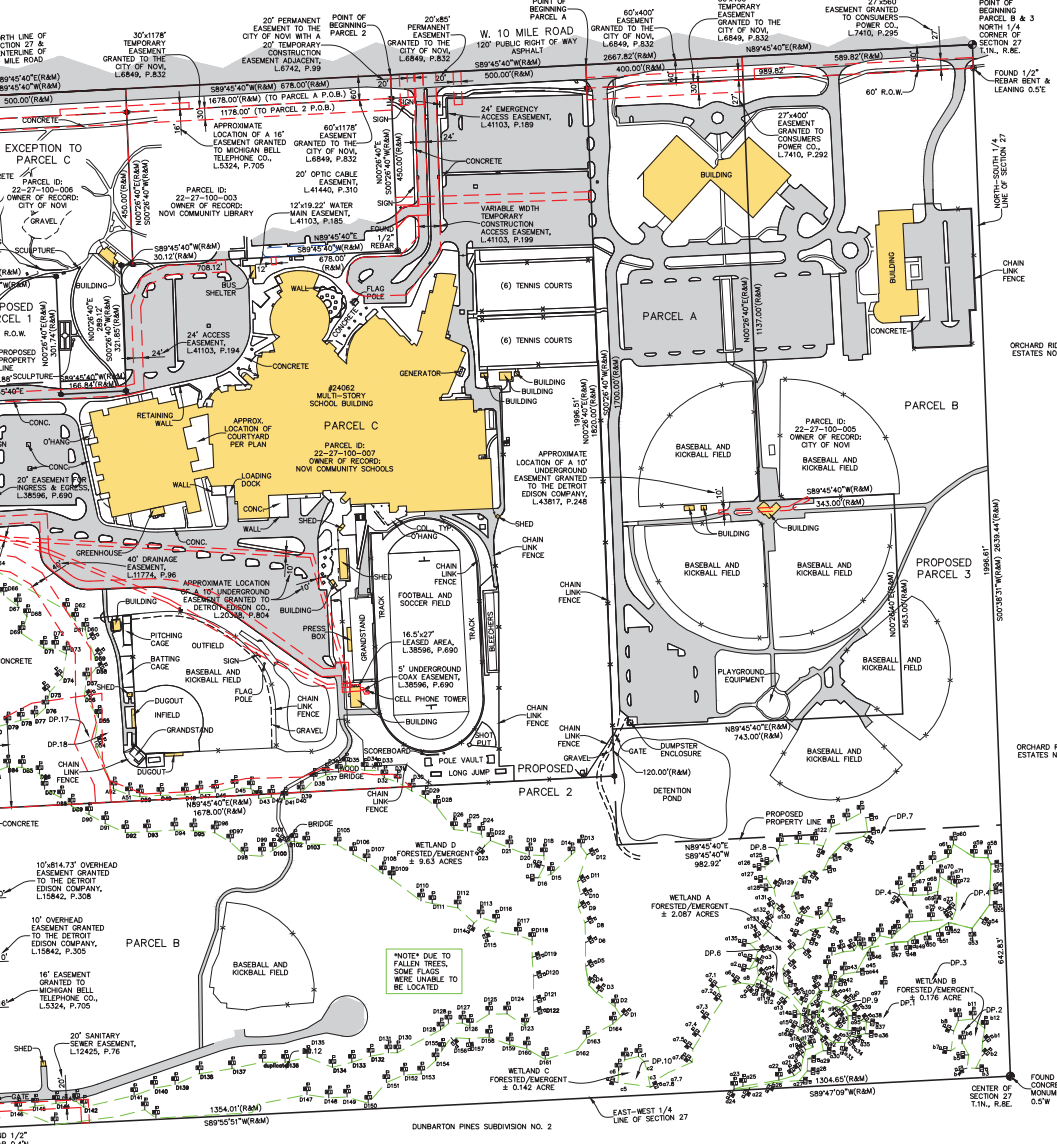
I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN DESCRIBED AND THAT THIS MAP REPRESENTS THE RESULTS OF THE SURVEY.

**DRAFT**

ANTHONY T. STOKO, JR., P.E.  
 PROFESSIONAL SURVEYOR  
 MICHIGAN LICENSE NO. 47876  
 22536 GRIFFITH AVE. EASTPOINTE, MI 48021  
 TStoko@kentec-survey.com

**PROPOSED PROPERTY DESCRIPTION**

LAND SITUATED IN THE CITY OF NOVATO, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS:  
 PARCEL 1:  
 LAND SITUATED IN SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS: PART OF THE NORTHWEST 1/4 BEGINNING AT THE NORTH LINE OF SECTION 27 & CENTRELINE OF 10 MILE ROAD, NORTH 89 DEGREES 45 MINUTES 40 SECONDS WEST, 450.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 40 SECONDS WEST, 1066.91 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS WEST, 450.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 40 SECONDS WEST, 1066.91 FEET TO THE NORTH LINE OF SECTION 27 & CENTRELINE OF 10 MILE ROAD; THENCE ALONG SAID NORTH LINE OF SECTION 27 & CENTRELINE OF 10 MILE ROAD, NORTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 450.00 FEET TO THE POINT OF BEGINNING.



**PARCEL AREA**  
 PARCEL A:  
 2,463,936 SQUARE FEET = 20,042 ACRES  
 PARCEL B:  
 3,971,202 SQUARE FEET = 35,120 ACRES  
 PARCEL C:  
 28,771.2 SQUARE FEET = 0.651004 ACRES  
 TOTAL:  
 6,719,724 SQUARE FEET = 154,262 ACRES

**PROPOSED PARCEL**  
 36,038.4 SQUARE FEET = 0.8238 ACRES  
 PROPOSED PARCEL A:  
 4,389,708 SQUARE FEET = 100,774 ACRES  
 PROPOSED PARCEL B:  
 1,881,848 SQUARE FEET = 45,205 ACRES  
 TOTAL:  
 6,719,724 SQUARE FEET = 154,262 ACRES

**PARCEL 2:**  
 LAND SITUATED IN SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS: PART OF THE NORTHWEST 1/4 BEGINNING AT THE NORTH LINE OF SECTION 27 & CENTRELINE OF 10 MILE ROAD, NORTH 89 DEGREES 45 MINUTES 40 SECONDS WEST, 450.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 40 SECONDS WEST, 1066.91 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS WEST, 450.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 40 SECONDS WEST, 1066.91 FEET TO THE NORTH LINE OF SECTION 27 & CENTRELINE OF 10 MILE ROAD; THENCE ALONG SAID NORTH LINE OF SECTION 27 & CENTRELINE OF 10 MILE ROAD, NORTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 450.00 FEET TO THE POINT OF BEGINNING.

**BASIS OF BEARING**  
 NORTH 89°45'40" EAST, BEING THE NORTH LINE OF SECTION 27 AND CENTRELINE OF 10 MILE ROAD, AS DESCRIBED.

**VICINITY MAP**  
 (NOT TO SCALE)

**PROPERTY DESCRIPTION (50-22-27-100-005)**

LAND SITUATED IN THE CITY OF NOVATO, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS:  
 PARCEL A:  
 PART OF THE N.W. 1/4 SEC. 27, T. 1 N., R. 8 E., CITY OF NOVATO, OAKLAND COUNTY, MICHIGAN, ALSO DESCRIBED AS BEING AT THE N.W. CORNER OF SEC. 27, T. 1 N., R. 8 E., AND PROCEEDING THENCE ALONG THE NORTH LINE OF SEC. 27 ALSO BEING THE CENTRELINE OF TEN MILE RD. NORTH 89 DEGREES 45 MINUTES 40 SECONDS EAST 1678.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 26 MINUTES 40 SECONDS WEST 1700.00 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 40 SECONDS EAST 743.00 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 40 SECONDS WEST 1700.00 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST 343.00 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 40 SECONDS WEST 1137.00 FEET TO THE CENTRELINE OF TEN MILE RD.; THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS WEST 400.00 FEET TO THE POINT OF BEGINNING.

**TITLE REPORT NOTE (50-22-27-100-005)**  
 ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE INFORMATIONAL TITLE REPORT BY AMOROS, LLC ORDER NO. 000025567-5, DATED FEBRUARY 28, 2022, AND RELATED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

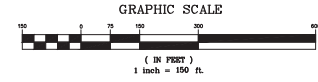
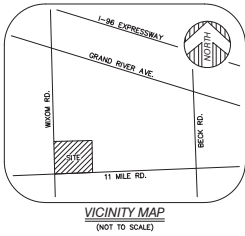
- RIGHT OF WAY GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED FEBRUARY 26, 1969 IN LIBER 5324, PAGE 705. (AS SHOWN)
- RIGHT OF WAY GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED JULY 17, 1972 IN LIBER 5906, PAGE 646. (AS SHOWN)
- EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED AUGUST 31, 1976 IN LIBER 6742, PAGE 99. (AS SHOWN)
- EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED FEBRUARY 17, 1977 IN LIBER 6849, PAGE 832. (AS SHOWN)
- EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED SEPTEMBER 1, 1977 IN LIBER 7402, PAGE 363. (AS SHOWN)
- EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED DECEMBER 22, 1978 IN LIBER 7402, PAGE 363. (AS SHOWN)
- EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED NOVEMBER 4, 1980 IN LIBER 7898, PAGE 278. (AS SHOWN)
- EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED NOVEMBER 4, 1980 IN LIBER 7898, PAGE 283. (AS SHOWN)
- DRANAGE EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED MARCH 14, 1991 IN LIBER 11774, PAGE 96. (AS SHOWN)
- DRANAGE AND WETLAND CONSERVATION EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED JANUARY 12, 1993 IN LIBER 13247, PAGE 800. (AS SHOWN)
- OVERHEAD EASEMENT (RIGHT OF WAY) GRANTED TO THE DETROIT EDISON COMPANY RECORDED NOVEMBER 28, 1995 IN LIBER 15842, PAGE 305. (AS SHOWN)
- EASEMENT CONTAINED IN WARRANTY BEING RECORDED OCTOBER 7, 1997 IN LIBER 17965, PAGE 128. (A PERMANENT EASEMENT IN, OVER, UPON, AND THROUGH ALL ROADS, WALKWAYS AND PARKING AREAS NOW OR HEREAFTER EXISTING, CONSISTING OF LEASE AGREEMENT DATED DECEMBER 6, 2006 AND RECORDED JANUARY 8, 2007 IN LIBER 35066, PAGE 600. (AS SHOWN))
- WATER MAIN EASEMENT GRANTED TO THE BOARD OF DIRECTORS OF THE CITY OF NOVATO RECORDED APRIL 24, 2009 IN LIBER 41103, PAGE 185. (AS SHOWN)
- EMERGENCY ACCESS EASEMENT GRANTED TO THE BOARD OF DIRECTORS OF THE CITY OF NOVATO RECORDED APRIL 24, 2009 IN LIBER 41103, PAGE 185. (AS SHOWN)
- WARRANTY/LEASE EASEMENT GRANTED TO THE BOARD OF DIRECTORS OF THE CITY OF NOVATO RECORDED APRIL 24, 2009 IN LIBER 41103, PAGE 185. (AS SHOWN)
- FINER OPTIC EASEMENT GRANTED TO THE CITY OF NOVATO RECORDED AUGUST 27, 2009 IN LIBER 41140, PAGE 310. (AS SHOWN)

**LEGEND**

●	FOUND MONUMENT (AS NOTED)
○	FOUND SECTION CORNER (AS NOTED)
(RM)	RECORD AND MEASURED DIMENSION
(R)	RECORD DIMENSION
(M)	MEASURED DIMENSION
—	WETLAND FLAG
---	PARCEL BOUNDARY LINE
---	ADJOINER PARCEL LINE
---	SECTION LINE
---	RIGHT-OF-WAY
---	RECORD DIMENSION
---	BUILDING OUTLINE
---	CONCRETE CURB
---	EDGE OF CONCRETE (CONC.)
---	EDGE OF ASPHALT (ASPH.)
---	EDGE OF BRICK
---	EDGE OF GRAVEL
---	FENCE (AS NOTED)
---	WALL (AS NOTED)
---	WETLAND LIMITS
---	EDGE OF WATER (AS NOTED)
---	BUILDING HATCH
---	ASPHALT HATCH

## **EXHIBIT 2**

District Middle School Property and City Middle School Property Survey



**PROPERTY DESCRIPTION (50-22-17-300-016)**

PARCEL A: LAND SITUATED IN THE CITY OF NOVIA, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS:  
PART OF THE S.W. 1/4 OF SECTION 17, T.1N., R.8E., CITY OF NOVIA, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 17, 500.08 FEET THENCE N86°35'42" W 800 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 17, THENCE N04°04'19" W ALONG THE CENTERLINE OF WIXOM ROAD 11 MILE RD., THENCE N04°04'19" W 650.00 FEET, THENCE S02°50'53" W 1308.76 FEET, THENCE S86°35'42" W 422.60 FEET, THENCE S03°15'15" E 678.08 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17, THENCE S86°35'42" W ALONG SAID LINE, 1962.48 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:  
SITUATED IN THE CITY OF NOVIA, COUNTY OF OAKLAND AND STATE OF MICHIGAN, AS MORE PARTICULARLY DESCRIBED AS: PART OF THE SOUTHWEST 1/4 OF SECTION 17, T.1N., R.8E., CITY OF NOVIA, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 17, 1666.34 FEET THENCE N86°35'42" W 800 FEET, THENCE S02°50'53" W 208.58 FEET, THENCE N87°25'57" E 537.33 FEET, THENCE S02°47'07" E 69.84 FEET, THENCE N87°25'57" E 416.40 FEET, THENCE S02°47'07" E 278.58 FEET, THENCE S87°25'57" E 46.00 FEET, THENCE S02°47'07" E 403.46 FEET TO THE SOUTH LINE OF SECTION 17, THENCE S86°35'42" W 1331.84 FEET ALONG THE CENTERLINE OF ELVEN MILE ROAD AND THE SOUTH LINE OF SECTION 17 TO THE POINT OF BEGINNING.

ALL AS ASSSESSED AS:  
TOWN: NORTH, RANGE 8 EAST, SECTION 17, PART OF THE SOUTHWEST 1/4 DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 04°04'19" WEST 1666.34 FEET FROM THE SOUTHWEST CORNER THENCE NORTH 04°04'19" WEST 343.67 FEET, THENCE NORTH 86°35'42" EAST 2422.50 FEET, THENCE SOUTH 02°54'21" EAST 1329.76 FEET, THENCE SOUTH 86°35'42" WEST 422.60 FEET, THENCE SOUTH 03°15'15" EAST 678.08 FEET, THENCE SOUTH 86°35'42" WEST 422.60 FEET, THENCE NORTH 02°47'07" WEST 678.08 FEET, THENCE NORTH 87°25'57" EAST 46 FEET, THENCE NORTH 02°47'07" WEST 704.49 FEET, THENCE NORTH 87°25'57" EAST 329 FEET, THENCE NORTH 02°47'07" WEST 608.84 FEET, THENCE NORTH 87°25'57" WEST 416.40 FEET, THENCE NORTH 02°47'07" WEST 608.84 FEET, THENCE SOUTH 87°25'57" WEST 537.33 FEET, THENCE SOUTH 03°15'15" WEST 208.58 FEET, THENCE SOUTH 86°35'42" WEST 787.52 FEET TO BEGINNING.

**TITLE REPORT NOTE (50-22-17-300-016)**

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE INFORMATIONAL TITLE REPORT BY AMORCK, LLC ORDER NO. 000025867-2, DATED MARCH 07, 2022, AND LISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

- 7. RIGHT OF WAY GRANTED TO MICHIGAN BELL TELEPHONE COMPANY, RECORDED FEBRUARY 3, 1971 IN LIBER 5615, PAGE 827. (AS SHOWN)
- 10. HIGHWAY AND UTILITY EASEMENT GRANTED TO THE CITY OF NOVIA RECORDED OCTOBER 23, 1991 IN LIBER 12136, PAGE 185. (AS SHOWN)
- 11. SURFACE AGREEMENT RECORDED SEPTEMBER 16, 1992 IN LIBER 12921, PAGE 182. (REFERENCED AND DESCRIBED IN ITEM No. 13)
- 13. OIL AND GAS PIPELINE EASEMENT RECORDED MARCH 8, 1994 IN LIBER 14501, PAGE 231. (AS SHOWN)
- 18. SANITARY SEWER EASEMENT GRANTED TO THE CITY OF NOVIA RECORDED JULY 9, 1998 IN LIBER 18686, PAGE 728. (AS SHOWN)
- 19. EASEMENTS AS DISCLOSED BY SURVEYOR'S AFFIDAVIT RECORDED MARCH 8, 1999 IN LIBER 19441, PAGE 806. (NONE)
- 20. DETROIT EDISON OVERHEAD EASEMENT (RIGHT OF WAY), GRANTED TO THE DETROIT EDISON COMPANY RECORDED JUNE 11, 1999 IN LIBER 20108, PAGE 238. (AS SHOWN)
- 21. DETROIT EDISON OVERHEAD EASEMENT (RIGHT OF WAY), GRANTED TO THE DETROIT EDISON COMPANY RECORDED JUNE 11, 1999 IN LIBER 20108, PAGE 241. (AS SHOWN)
- 22. PERMANENT EASEMENT FOR INTEREST, EGRESS AND PARKING RECORDED SEPTEMBER 28, 1999 IN LIBER 20602, PAGE 747. (A PERMANENT EASEMENT GRANTED TO THE CITY AND THE PUBLIC IN, OVER, UPON, AND THROUGH ALL ROADS, WALKWAYS AND PARKING AREAS CONSTRUCTED OR HEREAFTER CONSTRUCTED UPON PARCEL A EXCEPT PARCEL B)
- NOTE: THIS IS AN APPURTENANCE EASEMENT THAT BENEFITS THE SUBJECT PROPERTY. FURTHER RESEARCH WILL BE REQUIRED TO INSURE SAID EASEMENT AND ALSO TO EXHIBIT A.
- 23. RIGHT-OF-WAY EASEMENT BETWEEN THE CITY OF NOVIA, A MICHIGAN MUNICIPAL CORPORATION, AND CITY OF NOVIA, RECORDED MAY 24, 2019 IN LIBER 25859, PAGE 844. (AS SHOWN)
- NOTE: THIS IS AN APPURTENANCE EASEMENT THAT BENEFITS THE SUBJECT PROPERTY. FURTHER RESEARCH WILL BE REQUIRED TO INSURE SAID EASEMENT AND ALSO TO EXHIBIT A.
- 24. ACCESS EASEMENT BETWEEN THE CITY OF NOVIA, A MICHIGAN MUNICIPAL CORPORATION, AND SIMCO, INC., A MICHIGAN CORPORATION, RECORDED MAY 24, 2019 IN LIBER 25859, PAGE 852. (AS SHOWN)

**LEGEND**

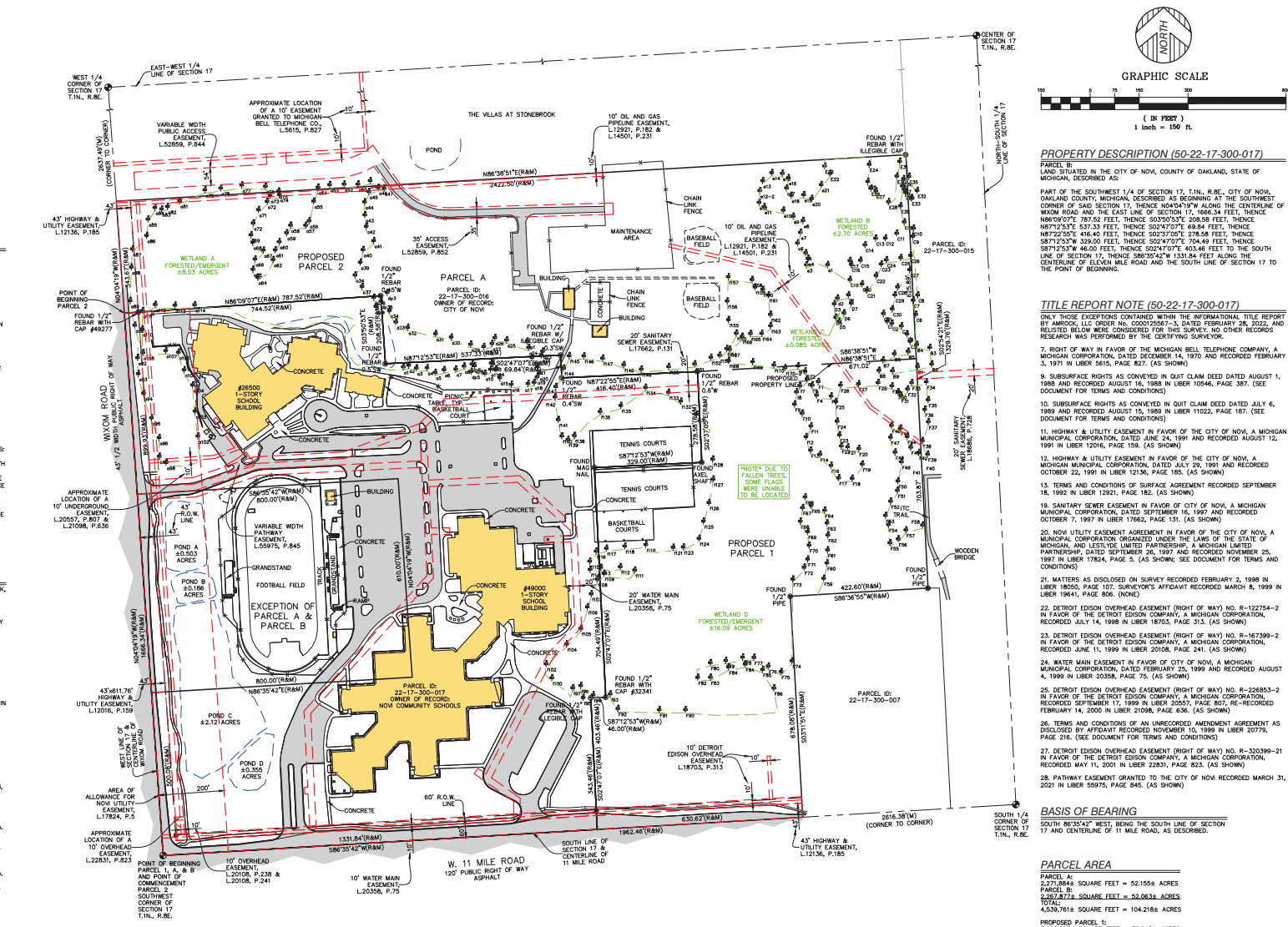
●	SET 1/2" REBAR WITH CAP P.S. 47976	—	CONCRETE CURB
○	FOUND MONUMENT (AS NOTED)	—	EDGE OF CONCRETE (CONC.)
○	FOUND SECTION CORNER (AS NOTED)	—	EDGE OF ASPHALT (ASPH.)
○	RECORD AND MEASURED DIMENSION	—	FENCE (AS NOTED)
(M)	RECORD DIMENSION	—	WALL (AS NOTED)
(M)	MEASURED DIMENSION	—	EDGE OF WATER (AS NOTED)
—	WETLAND FLAG	—	WETLAND
—	ADJONER BOUNDARY LINE	—	WETLAND AREA
—	ADJONER PROPERTY LINE	—	ASPHALT
—	SECTION LINE	—	CONCRETE
—	EASEMENT (AS NOTED)	—	
—	RIGHT-OF-WAY	—	
—	BUILDING	—	
—	BUILDING OVERLAP	—	

**PROPOSED PROPERTY DESCRIPTION**

PARCEL 1: LAND SITUATED IN THE CITY OF NOVIA, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS:  
PART OF THE SOUTHWEST 1/4 OF SECTION 17, T.1N., R.8E., CITY OF NOVIA, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 17, THENCE N04°04'19" W ALONG THE CENTERLINE OF WIXOM ROAD AND THE WEST LINE OF SECTION 17, 1666.34 FEET THENCE N86°35'42" W 800 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 17, THENCE N04°04'19" W 650.00 FEET, THENCE S02°50'53" W 1308.76 FEET, THENCE S86°35'42" W 422.60 FEET, THENCE S03°15'15" E 678.08 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17, THENCE S86°35'42" W ALONG SAID LINE, 1962.48 FEET TO THE POINT OF BEGINNING.

PARCEL 2: LAND SITUATED IN THE CITY OF NOVIA, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS:  
PART OF THE S.W. 1/4 OF SECTION 17, T.1N., R.8E., CITY OF NOVIA, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 17, THENCE N04°04'19" W ALONG THE CENTERLINE OF WIXOM ROAD AND THE WEST LINE OF SECTION 17, 1666.34 FEET THENCE N86°35'42" W 800 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 17, THENCE N04°04'19" W 650.00 FEET, THENCE S02°50'53" W 1308.76 FEET, THENCE S86°35'42" W 422.60 FEET, THENCE S03°15'15" E 678.08 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17, THENCE S86°35'42" W ALONG SAID LINE, 1962.48 FEET TO THE POINT OF BEGINNING.

PARCEL 3: LAND SITUATED IN THE CITY OF NOVIA, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS:  
PART OF THE S.W. 1/4 OF SECTION 17, T.1N., R.8E., CITY OF NOVIA, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 17, THENCE N04°04'19" W ALONG THE CENTERLINE OF WIXOM ROAD AND THE WEST LINE OF SECTION 17, 1666.34 FEET THENCE N86°35'42" W 800 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 17, THENCE N04°04'19" W 650.00 FEET, THENCE S02°50'53" W 1308.76 FEET, THENCE S86°35'42" W 422.60 FEET, THENCE S03°15'15" E 678.08 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17, THENCE S86°35'42" W ALONG SAID LINE, 1962.48 FEET TO THE POINT OF BEGINNING.



**PROPERTY DESCRIPTION (50-22-17-300-017)**

PARCEL B: LAND SITUATED IN THE CITY OF NOVIA, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS:  
PART OF THE SOUTHWEST 1/4 OF SECTION 17, T.1N., R.8E., CITY OF NOVIA, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 17, THENCE N04°04'19" W ALONG THE CENTERLINE OF WIXOM ROAD AND THE EAST LINE OF SECTION 17, 1666.34 FEET, THENCE N86°35'42" W 800 FEET, THENCE S03°15'15" E 208.58 FEET, THENCE N87°25'57" E 537.33 FEET, THENCE S02°47'07" E 69.84 FEET, THENCE N87°25'57" E 416.40 FEET, THENCE S02°47'07" E 278.58 FEET, THENCE S87°25'57" E 46.00 FEET, THENCE S02°47'07" E 403.46 FEET TO THE SOUTH LINE OF SECTION 17, THENCE S86°35'42" W 1331.84 FEET ALONG THE CENTERLINE OF ELVEN MILE ROAD AND THE SOUTH LINE OF SECTION 17 TO THE POINT OF BEGINNING.

**TITLE REPORT NOTE (50-22-17-300-017)**

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE INFORMATIONAL TITLE REPORT BY AMORCK, LLC ORDER NO. 000025867-3, DATED FEBRUARY 28, 2022, AND LISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

- 7. RIGHT OF WAY IN FAVOR OF THE MICHIGAN BELL TELEPHONE COMPANY, A MICHIGAN CORPORATION, DATED DECEMBER 14, 1970 AND RECORDED FEBRUARY 3, 1971 IN LIBER 5615, PAGE 827. (AS SHOWN)
- 8. SUBSURFACE RIGHTS AS CONVEYED IN OUT CLAM DEED DATED AUGUST 1, 1988 AND RECORDED AUGUST 16, 1988 IN LIBER 10046, PAGE 387. (SEE DOCUMENT FOR TERMS AND CONDITIONS)
- 10. SUBSURFACE RIGHTS AS CONVEYED IN OUT CLAM DEED DATED JULY 6, 1988 AND RECORDED AUGUST 16, 1988 IN LIBER 11022, PAGE 187. (SEE DOCUMENT FOR TERMS AND CONDITIONS)
- 11. HIGHWAY & UTILITY EASEMENT IN FAVOR OF THE CITY OF NOVIA, A MICHIGAN MUNICIPAL CORPORATION, DATED JUNE 24, 1991 AND RECORDED AUGUST 12, 1991 IN LIBER 12016, PAGE 159. (AS SHOWN)
- 12. HIGHWAY & UTILITY EASEMENT IN FAVOR OF THE CITY OF NOVIA, A MICHIGAN MUNICIPAL CORPORATION, DATED SEPTEMBER 16, 1992 AND RECORDED OCTOBER 22, 1991 IN LIBER 12136, PAGE 185. (AS SHOWN)
- 13. TERMS AND CONDITIONS OF SURFACE AGREEMENT RECORDED SEPTEMBER 18, 1992 IN LIBER 12016, PAGE 185. (AS SHOWN)
- 19. SANITARY SEWER EASEMENT IN FAVOR OF THE CITY OF NOVIA, A MICHIGAN MUNICIPAL CORPORATION, DATED SEPTEMBER 16, 1992 AND RECORDED OCTOBER 22, 1991 IN LIBER 12136, PAGE 185. (AS SHOWN)
- 20. NOVIA UTILITY EASEMENT AGREEMENT IN FAVOR OF THE CITY OF NOVIA, A MUNICIPAL CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MICHIGAN, AND LESLIE VEE LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, DATED SEPTEMBER 26, 1993 AND RECORDED NOVEMBER 25, 1993 IN LIBER 17824, PAGE 5. (AS SHOWN; SEE DOCUMENT FOR TERMS AND CONDITIONS)
- 21. MATTERS AS DISCLOSED ON SURVEY RECORDED FEBRUARY 2, 1998 IN LIBER 18686, PAGE 727; SURVEYOR'S AFFIDAVIT RECORDED MARCH 8, 1999 IN LIBER 19441, PAGE 806. (NONE)
- 22. DETROIT EDISON OVERHEAD EASEMENT (RIGHT OF WAY) NO. R-12724-2 IN FAVOR OF THE DETROIT EDISON COMPANY, A MICHIGAN CORPORATION, RECORDED JULY 14, 1998 IN LIBER 18703, PAGE 313. (AS SHOWN)
- 23. DETROIT EDISON OVERHEAD EASEMENT (RIGHT OF WAY) NO. R-16739-2 IN FAVOR OF THE DETROIT EDISON COMPANY, A MICHIGAN CORPORATION, RECORDED JUNE 11, 1999 IN LIBER 20108, PAGE 241. (AS SHOWN)
- 24. WATER MAIN EASEMENT IN FAVOR OF THE CITY OF NOVIA, A MICHIGAN MUNICIPAL CORPORATION, DATED FEBRUARY 25, 1999 AND RECORDED AUGUST 4, 1999 IN LIBER 20308, PAGE 75. (AS SHOWN)
- 25. DETROIT EDISON OVERHEAD EASEMENT (RIGHT OF WAY) NO. R-22683-2 IN FAVOR OF THE DETROIT EDISON COMPANY, A MICHIGAN CORPORATION, RECORDED SEPTEMBER 11, 1999 IN LIBER 20078, PAGE 807; RE-RECORDED FEBRUARY 14, 2000 IN LIBER 21098, PAGE 636. (AS SHOWN)
- 26. TERMS AND CONDITIONS OF AN UNRECORDED AGREEMENT AS DISCLOSED BY AFFIDAVIT RECORDED NOVEMBER 10, 1999 IN LIBER 20774, PAGE 216. (SEE DOCUMENT FOR TERMS AND CONDITIONS)
- 27. DETROIT EDISON OVERHEAD EASEMENT (RIGHT OF WAY) NO. R-32039-21 IN FAVOR OF THE DETROIT EDISON COMPANY, A MICHIGAN CORPORATION, RECORDED MAY 11, 2001 IN LIBER 22831, PAGE 823. (AS SHOWN)
- 28. PATHWAY EASEMENT GRANTED TO THE CITY OF NOVIA RECORDED MARCH 31, 2021 IN LIBER 25975, PAGE 845. (AS SHOWN)

**BASIS OF BEARING**

N04°04'19" W BEING THE SOUTH LINE OF SECTION 17 AND CENTERLINE OF 11 MILE ROAD, AS DESCRIBED.

**PARCEL AREA**

PARCEL A:	2,771,894	SQUARE FEET = 52,105.8 ACRES
PARCEL B:	2,627,872	SQUARE FEET = 52,063.8 ACRES
PROPOSED PARCEL 1:	3,292,874	SQUARE FEET = 75,448.8 ACRES
PROPOSED PARCEL 2:	1,244,844	SQUARE FEET = 28,570.8 ACRES
TOTAL:	4,539,761	SQUARE FEET = 104,218.8 ACRES

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN DESCRIBED AND THAT THIS MAP REPRESENTS THE RESULTS OF THE SURVEY.

**DRAFT**

ANTHONY T. SYKOW, JR., P.S.  
PROFESSIONAL SURVEYOR  
MICHIGAN LICENSE NO. 47976  
22556 GRANDT AVE., EASTPOINTE, MI 48021  
TSykow@ken-tec-survey.com

**KEN-TEC**  
PROFESSIONAL ENGINEERING, SURVEYING, ARCHITECTURE & ENVIRONMENTAL SCIENCE  
Ken Tec Group, Inc.  
Antony T. Sykowsky, P.S.  
Antony J. Sykowsky, P.S.  
Antony M. Sykowsky, P.S.  
Antony R. Sykowsky, P.S.  
Antony S. Sykowsky, P.S.  
Antony T. Sykowsky, P.S.  
Antony V. Sykowsky, P.S.  
Antony W. Sykowsky, P.S.  
Antony X. Sykowsky, P.S.  
Antony Y. Sykowsky, P.S.  
Antony Z. Sykowsky, P.S.  
www.ken-tec-group.com

**BOUNDARY SURVEY**  
PREPARED FOR: NOVIA COMMUNITY SCHOOL DISTRICT  
WIXOM ROAD & 11 MILE ROAD, NOVIA, MICHIGAN  
TOWN: NORTH, RANGE 8 EAST

NO.	DATE	DESCRIPTION
1	09/07/22	JOB/TA
2	09/07/22	JOB/TA
3	09/07/22	JOB/TA
4	09/07/22	JOB/TA
5	09/07/22	JOB/TA
6	09/07/22	JOB/TA
7	09/07/22	JOB/TA
8	09/07/22	JOB/TA
9	09/07/22	JOB/TA
10	09/07/22	JOB/TA
11	09/07/22	JOB/TA
12	09/07/22	JOB/TA
13	09/07/22	JOB/TA
14	09/07/22	JOB/TA
15	09/07/22	JOB/TA
16	09/07/22	JOB/TA
17	09/07/22	JOB/TA
18	09/07/22	JOB/TA
19	09/07/22	JOB/TA
20	09/07/22	JOB/TA
21	09/07/22	JOB/TA
22	09/07/22	JOB/TA
23	09/07/22	JOB/TA
24	09/07/22	JOB/TA
25	09/07/22	JOB/TA
26	09/07/22	JOB/TA
27	09/07/22	JOB/TA
28	09/07/22	JOB/TA
29	09/07/22	JOB/TA
30	09/07/22	JOB/TA
31	09/07/22	JOB/TA
32	09/07/22	JOB/TA
33	09/07/22	JOB/TA
34	09/07/22	JOB/TA
35	09/07/22	JOB/TA
36	09/07/22	JOB/TA
37	09/07/22	JOB/TA
38	09/07/22	JOB/TA
39	09/07/22	JOB/TA
40	09/07/22	JOB/TA
41	09/07/22	JOB/TA
42	09/07/22	JOB/TA
43	09/07/22	JOB/TA
44	09/07/22	JOB/TA
45	09/07/22	JOB/TA
46	09/07/22	JOB/TA
47	09/07/22	JOB/TA
48	09/07/22	JOB/TA
49	09/07/22	JOB/TA
50	09/07/22	JOB/TA

## **EXHIBIT 3**

Bosco Fields Property Survey





## EXHIBIT 4

### WARRANTY DEED

Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Grantor") conveys and warrants to the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("Grantee"), property legally described as follows:

[Insert Legal Description]

(the "Property"), which is Parcel No. [Insert], including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of one dollar (\$1.00) and other good and valuable consideration.

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by \_\_\_\_\_, Commitment No. \_\_\_\_\_, dated \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The 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, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).



**GRANTOR:**

**NOVI COMMUNITY SCHOOL DISTRICT,  
a Michigan general powers school district**

Dated: \_\_\_\_\_, 2022

By: **(For Execution at Closing)**  
Ben Mainka

Its: Superintendent

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_ day of \_\_\_\_\_, 2022 by Ben Mainka, Superintendent, Novi Community School District, a Michigan general powers school district.

\_\_\_\_\_(signature)  
\_\_\_\_\_(printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

<b>When Recorded Return To:</b>	<b>Send Subsequent Tax Bills To:</b>	<b>Prepared By (Without Opinion):</b>
Grantee	Grantee	Piotr M. Matusiak, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

## EXHIBIT 5

### WARRANTY DEED

The City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("Grantor") conveys and warrants to Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Grantee"), property legally described as follows:

[Insert Legal Description]

(the "Property"), which is Parcel No. [Insert], including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of one dollar (\$1.00) and other good and valuable consideration.

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by \_\_\_\_\_, Commitment No. \_\_\_\_\_, dated \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. The 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, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

**GRANTOR:**

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

Dated: \_\_\_\_\_, 2022

By: **(For Execution at Closing)**  
[Printed Name]

Its: \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, \_\_\_\_\_, City of Novi, a Michigan municipal corporation.

\_\_\_\_\_(signature)  
\_\_\_\_\_(printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

<b>When Recorded Return To:</b>	<b>Send Subsequent Tax Bills To:</b>	<b>Prepared By (Without Opinion):</b>
Grantee	Grantee	Piotr M. Matusiak, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

**EXHIBIT 6**

**PURCHASER'S STATEMENT**

Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Purchaser") is purchasing from the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 (the "Seller"), the following described premises situated in the City of Novi, Oakland County, Michigan:

[Insert Legal Description]

Tax Identification No. \_\_\_\_\_ (the "Property").

Subject to any terms to the contrary in the Property Exchange Agreement between the Purchaser and Seller dated \_\_\_\_\_, 2022, the Purchaser confirms, acknowledges, and agrees that:

- (1) It has inspected the Property and agrees to take the Property "as is" with all personal property and debris and in its present condition.
- (2) There are no other or additional written or oral understandings and that the Seller disclaims any and all warranties of any kind with regards to the Property.

The provisions stated above shall survive closing.

[Signature on the Following Page]

**PURCHASER:**

**NOVI COMMUNITY SCHOOL DISTRICT, a  
Michigan general powers school district**

Signature: **(For Execution at Closing)**

Printed Name: Ben Mainka

Its: Superintendent

Dated: \_\_\_\_\_, 2022

The foregoing was acknowledged before me in \_\_\_\_\_, County, Michigan,  
this \_\_\_\_ day of \_\_\_\_\_, 2022, by Ben Mainka, Superintendent, Novi Community  
School District, a Michigan general powers school district.

\_\_\_\_\_(signature)

\_\_\_\_\_(printed)

Notary Public, \_\_\_\_\_County, Michigan

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

Acting in the County of: \_\_\_\_\_

**Prepared by and after  
recording return to:**

Piotr M. Matusiak, Esq.

Thrun Law Firm, P.C.

P.O. Box 2575

East Lansing, Michigan 48826-2575

**EXHIBIT 7**

**PURCHASER'S STATEMENT**

The City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 (the "Purchaser") is purchasing from Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Seller"), the following described premises situated in the City of Novi, Oakland County, Michigan:

[Insert Legal Description]

Tax Parcel Identification No. \_\_\_\_\_ (the "Property").

Subject to any terms to the contrary in the Property Exchange Agreement between the Purchaser and Seller dated \_\_\_\_\_, 2022, the Purchaser confirms, acknowledges, and agrees that:

- (1) It has inspected the Property and agrees to take the Property "as is" with all personal property and debris and in its present condition.
- (2) There are no other or additional written or oral understandings and that the Seller disclaims any and all warranties of any kind with regards to the Property.

The provisions stated above shall survive closing.

[Signature on the Following Page]



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

Dated: \_\_\_\_\_, 2022

By: **(For Execution at Closing)**  
[Printed Name]

Its: \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, \_\_\_\_\_, City of Novi, a Michigan municipal corporation.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

**Prepared by and after recording return to:**

Piotr M. Matusiak, Esq.,  
Thrun Law Firm, P.C.  
P.O. Box 2575  
East Lansing, Michigan 48826-2575

## **EXHIBIT 8**

### **TERMINATION AGREEMENT**

This Termination Agreement is entered into by and between Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("District") and the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("City").

**WHEREAS**, the District owns Property assigned Tax Parcel No. 22-27-100-007 and legally described in Attachment A hereto;

**WHEREAS**, the City owns property assigned Tax Parcel No. 22-27-100-005 and legally described in Attachment A hereto;

**WHEREAS**, the District owns Property assigned Tax Parcel No. 22-17-300-017 and legally described in Attachment A hereto;

**WHEREAS**, the City owns Property assigned Tax Parcel No. 22-17-300-016 and legally described in Attachment A hereto;

**WHEREAS**, the District owns Property assigned Tax Parcel No. 20-20-200-011 and legally described in Attachment A hereto (the property referenced in this whereas clause and all the preceding whereas clauses, collectively, the "Properties");

**WHEREAS**, the District and the City have entered into various agreements with each other concerning the Properties, which agreements were entered into before [Insert Closing Date] (the "Prior Agreements");

**WHEREAS**, the District and the City have entered into a Property Exchange Agreement dated [Insert Date] and have exchanged properties pursuant to that agreement (the "Property Exchange"); and

**WHEREAS**, given the Property Exchange, the Parties have determined that it is no longer necessary to maintain the Prior Agreements.

**NOW THEREFORE**, for the consideration of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both the District and the City, the parties agree as follows:

1. Termination. The District and the City hereby terminate the Prior Agreements in their entirety effective immediately and neither the District nor the City shall have any further rights or obligations pursuant to those Prior Agreements.

2. Counterparts. This Termination Agreement may be executed in several counterparts, each of which may be deemed as original, and all of such counterparts together shall constitute one and the same Termination Agreement. Facsimile signatures shall be binding.
3. Governing Terms. In the event of any inconsistency between the terms of this Termination Agreement and the Prior Agreements, this Termination Agreement shall govern.
4. Governing Law. This Termination Agreement shall be construed, interpreted, and enforced under the laws of the State of Michigan.
6. No Construction Against Drafting Party. This Termination Agreement shall not be more strictly construed against, nor shall any ambiguities within this Termination Agreement be resolved against, a Party because that Party's participation in the drafting of this Termination Agreement.
7. Entire Agreement. This Termination Agreement constitutes the entire agreement between the District and the City. None of the terms of this Termination Agreement may be modified or amended in any way except by an instrument in writing executed by an authorized representative of the District and the City.

**NOVI COMMUNITY SCHOOL DISTRICT, a  
Michigan general powers school district**

Signature: **(For Execution at Closing)**

Printed Name: Ben Mainka

Its: Superintendent

Dated: \_\_\_\_\_, 2022

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

Dated: \_\_\_\_\_, 2022

By: **(For Execution at Closing)**  
[Printed Name]

Its: \_\_\_\_\_

**Prepared by and after recording return to:**

Piotr M. Matusiak, Esq.,  
Thrun Law Firm, P.C.  
P.O. Box 2575  
East Lansing, Michigan 48826-2575

**Attachment A to Termination Agreement**  
**Property Legal Descriptions**