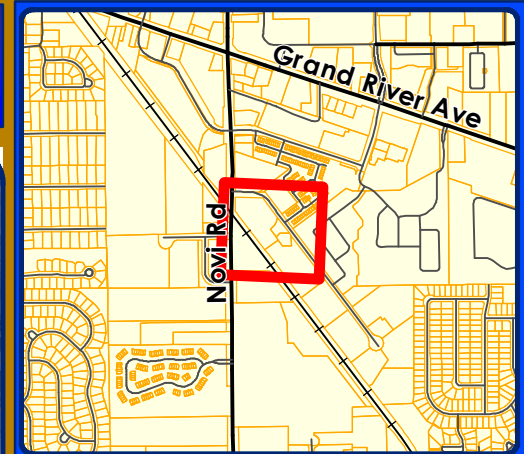


LOCATION MAP

Temperform's Request to Purchase part of Water Tower Park

LOCATION



Legend

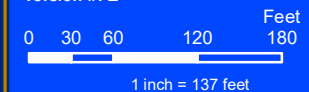
-  City Property
-  Subject Property



City of Novi

Dept. of Community Development
Novi City Hall
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: J. Gartha
Date: 10/3/24
Project: Water Tower Park
Version #: 1



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.

PROPOSED PURCHASE AGREEMENT

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **NOVI INDUSTRIAL LLC**, a Michigan limited liability company, whose address is 3410 Belle Chase Way Ste 600., Lansing, MI 48911 (Buyer), and the **CITY OF NOVI**, whose address is 45175 Ten Mile Road, Novi, MI 48375 (Seller), agree to sell and purchase an approximately 0.783 acre portion (the "Property") of the following real estate located in the City of Novi, Oakland County, Michigan, described as follows:

A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwesterly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way to the Point of Beginning of this Parcel; Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence North 52 degrees 32 minutes 53 seconds East 195.00 feet to a point on the westerly line of Trans X Road, 60 feet wide; Thence along said Trans X Road South 36 degrees 20 minutes 00 seconds East 6.00 feet; Thence South 19 minutes 07 minutes 05 seconds West 50.75 feet (recorded as South 19 degrees 04 minutes 20 seconds West 50.79 feet); Thence South 25 degrees 00 minutes 22 seconds West 20.03 feet (recorded as South 24 degrees 59 minutes 40 seconds West 20.00 feet); Thence South 32 degrees 47 minutes 58 seconds West 22.01 feet (recorded as South 32 degrees 48 minutes 00 seconds West 22.00 feet); Thence South 44 degrees 33 minutes 05 seconds West 62.31 feet (recorded as South 44 degrees 29 minutes 00 seconds West 62.32 feet); Thence South 36 degrees 33 minutes 00 seconds East 141.40 feet (recorded as 141.20 feet); Thence South 54 degrees 08 minutes 30 seconds West 178.84 feet (178.86 feet recorded), to a point on the easterly line of said C & O Railroad right of way; Thence along said C & O Railroad right of way North 36 degrees 33 minutes 00 seconds West 141.25 feet to the Point of Beginning of this Parcel.

commonly known as 25460 Trans-X Drive, Novi, MI 48376 (the "Seller Parcel"), together with all improvements and appurtenances, with Buyer to pay Sixty-Eight Thousand Dollar (\$68,000.00) (the Purchase Price), subject to closing credits and debits and subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions, subject to reservation of a permanent access easement as set forth in the Declaration of Easement For Ingress and Egress and Utilities, attached in Exhibit A.

CASH SALE

Seller shall convey title to the Property to Buyer by delivery of a warranty deed conveying marketable title (Deed) on tender of the Purchase Price. Payment of the Purchase Price is to be made in cash, bank cashier's check, or wire transfer at the time of closing.

EVIDENCE OF TITLE

As evidence of title, Buyer shall obtain, at Buyer's cost, within ninety (90) days after the Effective Date (as defined below), a commitment to issue ("Title Commitment") an ALTA owner's policy of title insurance in the amount of the Purchase Price ("Title Policy") issued by Title Company, and legible and complete copies of all documents raised in the Title Commitment (collectively, "Schedule B Documents"). The final Title Policy shall show title to the Property as of the date of Closing to be subject only to the Permitted Exceptions, as defined below.

Within sixty (60) days after the Effective Date, Buyer shall obtain, at Buyer's cost, an ALTA survey of the Property ("Survey") prepared by a registered and licensed Michigan surveyor and in a form acceptable for recording with Oakland County, Michigan Register of Deeds to divide the Property from Seller's Parcel.

TITLE OBJECTIONS

For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable, provided, however, that Buyer, at Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept. If objection to the title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or endorsement to commitment, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded to Buyer in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest

money deposit of Five Thousand Dollars (\$5,000.00) which shall be held by the Title Company and which shall be applied toward the Purchase Price at closing if the sale is consummated.

TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the Property as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Capital or lateral charges and special assessments which have become a lien on the Property shall be paid in full by Seller on or before closing. Capital or lateral charges and special assessments which have not become a lien on the Property shall be paid by Buyer either in full at closing, or, if applicable, in installments, and Seller shall pay all association dues, if any, during any post-closing occupancy period to the date of delivery of possession to Buyer. Buyer shall pay the cost of all utilities and service charges for the entire Property through and including the date of transfer of possession and occupancy to Buyer, if any.

CLOSING

Closing shall take place at the office of the Title Company or at the Seller's offices. If the closing takes place anywhere other than at the office of the Title Company, Buyer shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than September 30, 2024. Buyer shall provide a complete package of every document (other than loan documents) to be executed by Seller to Seller's attorney at least 48 hours before closing.

PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed and any loan documents. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any settlement, document preparation, or disbursement fee, shall be borne by Buyer. Buyer shall also pay the required transfer tax, the cost of an owner's commitment and policy of title insurance, and recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company. Buyer shall pay at closing \$1000.00 toward the cost of preparation and review of this Agreement and any closing documents by Seller's attorney.

BUYER'S CONTINGENCIES

Buyer's obligations under this Agreement shall be contingent on the following:

Survey. At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires) of the Property within sixty (60) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing within seven (7) business days after the expiration of the sixty (60) day survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Environmental Contamination. Seller has advised Buyer and Buyer acknowledges that parts of the Seller Parcel appears to and likely contains hazardous materials in excess of the residential clean-up criteria and the Property is therefore a "facility" under applicable Environmental Protection Laws. Seller, in connection with its acquisition of the Seller Parcel, had a Baseline Environmental Assessment ("BEA") undertaken at Seller's expense. A copy of the Seller's BEA has been provided to Buyer, as have the related Phase I and Phase II Environmental Site Assessments. Seller makes no other representations with regard to the environmental condition of the Property, and expressly disclaims any warranties, covenants, or guarantees, whether express or implied, regarding the environmental condition of the Property. Buyer's obligation to purchase any or all of the Property is subject to and contingent upon Buyer's satisfaction that the Property can be feasibly and economically used for the intended uses with any environmental remediation deemed necessary by Buyer, in its sole and absolute discretion.

Access. Seller agrees to grant access to the Property to Buyer and its agents, employees, licensees, contractors, architects, engineers, and authorized representatives at all reasonable times prior to Closing for the purpose of conducting Buyer's tests, studies and investigations authorized under this Agreement.

(1) **Disclaimer and Release.** The Closing of the transaction contemplated by this Agreement shall constitute Buyer's acceptance of the Property in its present environmental condition and physical condition on an "as is," "where is," and "with all faults and defects" basis, regardless of how such faults and defects were caused or created (by the negligence, actions, omissions, or fault of Seller or otherwise), and Buyer acknowledges that without this acceptance, this sale by Seller would not be made, and the Seller shall not be under any obligation whatsoever to undertake any improvement, repair, modification, alteration, remediation, or other work of any kind regarding any of the Property.

Seller is expressly released by Buyer and its successors and assigns from any and all responsibilities, liabilities, obligations, and claims of Buyer known and unknown, whether based on negligence, strict liability, or otherwise, arising under Environmental Protection Laws, common law, or any other legal requirement, including any obligations to take the Property back or reduce the purchase price and any actions for contribution, indemnity, or to improve, repair, or otherwise modify the physical condition of the Property, that Buyer or its successors or assigns may have against Seller, based in whole or in part on the presence of hazardous materials or other environmental contamination on, at, under, or emanating from the Property or arising from the Environmental Condition or physical condition of the Property, regardless of how caused or created (by the negligence, actions, omissions, or fault of Seller, pursuant to any statutory scheme of strict liability, or otherwise). Buyer further acknowledges that the provisions of this disclaimer have been fully explained to Buyer and that it fully understands and accepts the same as a condition to proceeding with this transaction. Buyer acknowledges that Seller's employees, agents, or representatives have not made any statements or representations contrary to the provisions of this section. In entering into and performing this Agreement, Buyer has relied, and will rely, solely on its independent investigation of and judgment regarding the Property and its value.

(2) **Indemnification of Seller by Buyer.** From and after Closing, to the fullest extent permitted by law, Buyer agrees to indemnify and hold harmless Seller and its elected and appointed officials, employees, and agents from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to, reasonable attorney fees), environmental abatement, investigation, remediation and cleanup costs, and damages in connection with personal injuries, death, or damage to property or the environment (a) relating or pertaining to any Environmental Condition in, on, or emanating from the Property, or any Environmental Claim, regardless of whether such Environmental Condition or Environmental Claim arises or is asserted pre-closing or post-closing, and/or (b) arising after Closing from Buyer's possession, use, or operation of the Property, regardless of whether such injuries/death/damage are caused by or arise from a third party's negligence, actions, or omissions.

For purposes of this Agreement, the following terms shall be defined as follows:

(i) "Environmental Condition" means any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including Environmental Protection Laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

(ii) "Environmental Claim(s)" means all claims, causes of action, liabilities, damages, losses, costs, or expenses (including reasonable attorney and environmental consultant fees) relating to the prevention, abatement, investigation, remediation, release, or elimination of pollution or contamination, the violation of Environmental Protection Laws, or the application of Environmental Protection Laws pertaining to the condition of the Property and the migration of existing pollution onto or under other property. Environmental Claim(s) includes claims arising from application of Environmental Protection Laws to the condition of the Property, as well as

any and all claims by third parties and by governmental or quasigovernmental entities no matter how such claims arise.

(iii) “Environmental Protection Laws” mean any and all current or future laws, statutes, rules, regulations, and judicial interpretations of the United States, of any state or local government, or of any other governmental or quasigovernmental authority having jurisdiction that relate to the prevention, abatement, investigation, remediation, or elimination of pollution and/or protection of the environment, including but not limited to those federal statutes commonly known as the Solid Waste Disposal Act of 1970, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Water Act, as amended; the Clean Air Act, as amended; the Safe Drinking Water Act, as amended; the Migratory Bird Treaty Act, as amended; the Toxic Substances Control Act, as amended; and the Hazardous Materials Transportation Act, as amended; together with any and all other applicable federal, state, and local statutes, laws, rules, and regulations serving any similar or related purpose.

Suitability for purpose. Buyer's receipt, at Buyer's sole option and expense, within sixty (60) days after receipt of an accepted copy of this Purchase Agreement from Seller, of satisfactory soil borings and other tests, information, and reports of consultants indicating that the Property is, in the Buyer's sole opinion, suitable for the Buyer's intended use of and improvements to the Property. If Buyer, in Buyer's sole discretion, is not satisfied with the results of such inspections, borings, tests, reports, or other information for any reason, Buyer shall so notify Seller in writing within fourteen (14) days after the expiration of the sixty (60) day inspection period. In the event that such inspections, borings, tests, reports, or other information are not satisfactory to Buyer, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect. If no written objection is made by the Buyer within the stated period, this contingency shall be deemed to be waived by the Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an “AS IS” condition.

Seller shall not be liable for any damage, loss, or injury caused by or resulting from any action or nonaction of Buyer due to its inspection of the Property. Buyer shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of Buyer's (or Buyer's representatives, agents, employees, associates, and divisions) presence on the Property before the closing date. On completion of all inspections and evaluations by Buyer, Buyer shall return the Property to its prior condition if the closing on this Property does not take place for any reason and will provide Seller with copies of any documentation relating to the results of Buyer's inspection of the Property.

SELLER'S REPRESENTATIONS

Buyer acknowledges that Seller has never lived at or on the Property and has no personal knowledge as to the condition or status of the Property.

Seller represents to Buyer as follows:

To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.

Seller will transfer all division rights available to Buyer with the Deed.

POSSESSION/RIGHT OF OCCUPANCY

Buyer shall be entitled to possession of the Property at the time of closing.

LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property attached hereto is a close approximation, and that the final legal description in the Warranty Deed shall be that as set forth in the commitment for title insurance to be obtained by Buyer pursuant to the Agreement.

BROKER

The services of a Broker have not been retained in this transaction. Seller shall have no responsibility, liability, or obligation with regard to the payment of a commission or other compensation to a Broker.

EXPIRATION

It is contemplated, but not required, that this Agreement will be signed by the Buyer first, with the Earnest Money Deposit given to the Title Company. In such event, Seller shall have five (5) business days from the date of receipt of the Agreement after it has been executed by Buyer to accept and deliver a countersigned original of this Agreement to Buyer or Title Company; otherwise this Agreement shall constitute an expired offer to purchase and the Earnest Money Deposit shall be immediately returned to the Buyer.

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.

RISK OF LOSS

Seller and Buyer agree that the Michigan Uniform Vendor and Buyer Risk Act (MCLA § 565.701, et seq.) shall be applicable to this Agreement, except that Buyer shall have the sole uncontrolled discretion to determine and define what constitutes "material" damage or destruction.

DUE ON SALE

Seller understands that consummation of the sale or transfer of the Property described in this Agreement shall not relieve the Seller of any liability that Seller may have under the mortgage(s) to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation.

BUYER'S DEFAULT

In the event of material default by the Buyer under this Agreement, Seller may, as Seller's sole option, declare a forfeiture hereunder and retain the deposit as liquidated damages.

SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, buyer will be entitled to an immediate refund of the entire deposit in full termination of this Agreement plus reimbursement of Buyer's expenses incurred in obtaining a title insurance commitment as its sole remedy.

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 hereto consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County. The agreement of the parties in this paragraph shall survive the Closing of this transaction.

LEGAL DOCUMENT; INTERPRETATION

This is a legal and binding document, and both Buyer and Seller 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.

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 offers, acceptances and notices required hereunder may, but are not required to, be delivered by email (email) 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 an email shall be the date and time of said offer, acceptance or notice.

If not emailed, notice shall be deemed to have been given on the earlier of (a) the date of personal delivery, (c) the date when received, or (c) one (1) day after mailing if mailed in the State of Michigan.

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.

BINDING EFFECT

The covenants, representations and agreements herein are binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall survive the Closing where indicated.

DATE OF EXECUTION

The Effective Date of this Agreement shall be the date on which the last person to sign this document (in its final form) shall have signed the document. In the event the parties fail to insert the date of execution beneath their signatures below, then the date of execution shall be the date on which Seller actually signed the document. **IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW THEIR SIGNATURE.**

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

This Agreement contains the entire agreement between Seller and Buyer. There are no agreements, representations, statements, or understandings which have been relied on by Seller or Buyer which are not stated in this Agreement. **IT IS THE PARTIES' INTENT IN THEIR DEALINGS THAT IF IT IS NOT IN WRITING, IT IS NOT ENFORCEABLE.** This Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer. The parties agree that facsimile signatures and duly initialed changes are legally enforceable provided the applicable writing contains such signature or initials of all parties to this Agreement.

COUNTERPARTS

Execution and delivery of this Agreement by exchange of electronically scanned and emailed copies bearing the manual signature or electronic signature of a party shall constitute a valid and binding signature. Delivery of this Agreement may be by electronic means such as e-mail or pdf which shall have the same effect as if delivered with original signatures.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

NOVI INDUSTRIAL LLC, a Michigan limited liability company

By:
Its:
Dated: _____, 2025

CITY OF NOVI

By: Justin Fisher
Its: Mayor
Dated: _____, 2025

By: Cortney Hanson
Its: Clerk
Dated: _____, 2025

**DECLARATION OF EASEMENT FOR
INGRESS AND EGRESS**

DECLARATION OF EASEMENT FOR INGRESS AND EGRESS AND UTILITIES

THIS DECLARATION OF EASEMENT made this ____ day of _____, 20__, by the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter referred to as "City"), being owner of Parcel A described in the attached and incorporated, Exhibit A, (hereinafter referred to as the "Water Tower Property").

RECITALS:

- A. The City owns the Water Tower Property, described on the attached and incorporated Exhibit A.
- B. Novi Industrial has requested to purchase a portion of the Water Tower Property to install a sand silo necessary to operate its business on adjacent property. The portion of the Water Tower Property that Novi Industrial has proposed to purchase is described on the attached and incorporated Exhibit B, and will be (hereinafter referred to as the "Silo Property"). The City currently owns the Silo Property.
- C. Additionally, a portion of Novi Industrial's driveway and parking lot is on the Silo Property, and will be included in the sale of the Silo Property to Novi Industrial.
- D. The City requires permanent access over, across, and through the driveway and parking lot on the Silo Property to access, operate, maintain repair and replace its Water Tower.
- E. Additionally, the City has entered into a cell tower lease for facilities constructed on or near the base of its water tower to be owned, operated and maintained by a third party wireless service provider.
- F. The third party wireless service provider will require access over, across and through the Silo Property to access, operate, maintain, repair and replace its wireless facilities.
- G. The City hereby reserves an access easement, across, under and through the driveway and parking lot area of the Silo Property as shown on the attached and incorporated Exhibit C (the "Access Easement"), subject to the terms and conditions set forth in this Declaration.

The terms of this Declaration are as follows:

1. **Grant.** The City in consideration of One (\$1.00) does hereby reserve and grant, on behalf of itself, it heirs, successors, assigns and transferees, a private, non-

exclusive, perpetual easement for purposes of providing vehicular ingress, egress, circulation and utilities over and through the Ingress/Egress Easement Area on Parcel B for the benefit of Parcel A, which easement is described and depicted, as stated in the attached and incorporated Exhibit C (hereinafter referred to as the "Easement Area"). This Easement Area is for the benefit of the Water Tower Property described in the attached and incorporated Exhibit A (hereinafter referred to as the "Benefitting Property"), and all heirs, successors, assigns and transferees of the Benefitting Property and the City of Novi (hereinafter known as the "Beneficiaries").

2. **Interest in realty.** This Agreement is made to establish certain easements, covenants, conditions, and restrictions, to run with the land, be an interest in realty, and be binding on and inure to the benefit of, and burden, the owners and occupiers of the Silo Property and the Water Tower Property and its respective transferees, successors, and assigns.
3. **Cross-easement for utilities, drives and roadways.** The City declares and establishes the following easements in the location shown on the attached and incorporated Exhibit B:
 - a) A perpetual nonexclusive easement for the passage and ingress and egress of motor vehicles and non-motorized vehicles, over, across, and through the Silo Property, and of pedestrians on all the driveways, parking areas, and sidewalks constructed within the Easement Area. This Easement shall be for the benefit and use of the City, utility providers as authorized by the City, and their successors, assigns and transferees.
 - b) A perpetual nonexclusive easement for utilities as authorized by the City, over, across, and through the Silo Property.
4. **Insurance.** The City and Novi Industrial, its successors, assigns and transferees, shall maintain liability insurance as part of its owner's policy for its property to cover any liabilities that arise as a result of the use of the Easement Area by either party.
5. **Construction.** All construction, maintenance, repair or replacement of the driveways, parking lot or any other improvement within the Easement Area on the Silo Property shall be done in a manner to avoid unreasonable interference with the use of the Easement Area. All construction activities shall be in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government and any department or agency of

those entities having jurisdiction. Any and all proposed changes to the layout of the driveway or parking lot areas within the Easement Area shall require review and approval by the City, in accordance with the Site Plan and Development Manual and applicable City Ordinances, including all timing requirements, to ensure that continuous access to the City's water tower and any authorized utility installations is maintained. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the Silo Property outside of the Easement Area and all laborers, suppliers, contractors, and others connected with the construction activities shall park their vehicles outside of the Easement Area if not within a designated parking spot in the parking lot.

6. **Maintenance.** The Easement Area shall be maintained by Novi Industrial and its successors, assigns or transferees in perpetuity so that it continues to function as intended. Novi Industrial and its successors, assigns and transferees shall also be responsible for the maintenance, repair, and replacement of all underground utility lines, driveways, access roads, and sidewalks on the Silo Property and shall be responsible for scheduling all maintenance and repair such as road sweeping, repair of cracks or potholes, replacement of the road or driveway surface, and snowplowing, at its own expense. Novi Industrial or its successors, assigns and transferees shall provide at least 60-days prior written notice to the City in the event of maintenance or repair, except with respect to an emergency repair.
7. **Enforcement.** In the event that there are any violations in the terms of this Declaration, and/or in the event of a failure to preserve and/or maintain the Easement Area or improvements within the Easement Area, in reasonable order and condition, the City may serve written notice upon Novi Industrial or the then current owner of the Silo Property setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing the owner of the parcel an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Silo Property and Easement Area, or cause its agents or contractors to enter the Silo Property and Easement Area and perform such obligation or take such corrective

measures as reasonably found by the City to be appropriate or necessary with respect to Easement Area as described and depicted in Exhibit B, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by UPH within thirty (30) days of a billing to the owner of the Silo Property. All unpaid amounts may be placed on the delinquent tax roll of the City as to the owner of the Silo Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the owner of the Silo Property, and, in such event, the owner of the Silo Property shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

8. **Indemnification.** Novi Industrial and its successors, assigns and transferees agrees to indemnify and hold the City harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of Novi Industrial's members or managers' actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, and contractors. This provision shall survive the termination of this Agreement.
9. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement.
10. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. **Jurisdiction and venue.** Any disputes under this conveyance shall be subject to the laws of the state of Michigan and venue for any disputes shall lie in Oakland County, Michigan.

12. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:

- a) Exhibit A—The Water Tower Property
- b) Exhibit B—Silo Property
- c) Exhibit C—Easement Area

Effective date. The Declaration shall be effective as of the day and year first above written and sale of the Silo Property shall be subject to this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has affixed _____ signature this day of _____ A.D., 20__.

corporation

DECLARANT:
CITY OF NOVI, a Michigan municipal

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me, personally appeared the above named _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as _____ free act and deed.

Notary Public
Acting in _____ County, MI
My commission expires: _____

THIS INSTRUMENT DRAFTED BY: ELIZABETH KUDLA SAARELA ROSATI, SCHULTZ, JOPPICH, & AMTSBEUCHLER P.C. 27555 EXECUTIVE DRIVE, SUITE 250 FARMINGTON HILLS, MI 48331-5627 Tax Identification Number: _____	WHEN RECORDED, RETURN COPY TO: CORTNEY HANSON, CLERK CITY OF NOVI 45175 TEN MILE RD NOVI, MI 48334
--	---

EXHIBIT A

T1N, R8E, SEC 23 PART OF NW 1/4 BEG AT PT DIST S 1653.99 FT & S 87-58-32 E 60.04 FT FROM NW SEC COR, TH S 87-58-32 E 296.24 FT, TH S 36-20-00 E 267.70 FT, TH S 19-04-20 W 50.79 FT, TH S 24-59-40 W 20 FT, TH S 32-48-00 W 22 FT, TH S 44-28-00 W 62.32 FT, TH S 36-33-00 E 141.20 FT, TH S 54-08-00 W 178.86 FT, TH N 36-33-00 W 525.91 FT, TH N 150.95 FT TO BEG 3.64 A

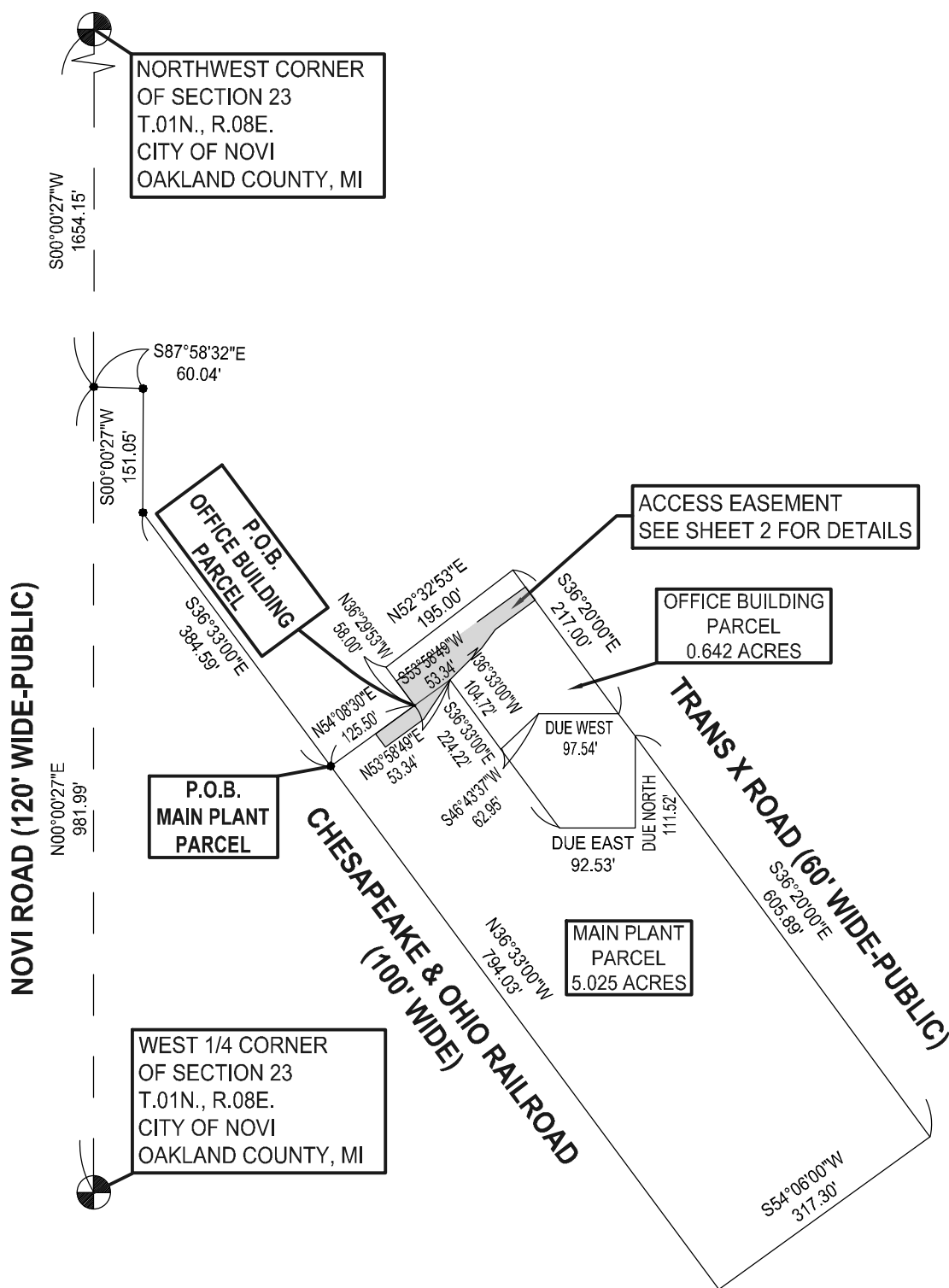
EXHIBIT B

A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwesternly Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence South 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way to the Point of Beginning of this Parcel; Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence North 52 degrees 32 minutes 53 seconds East 195.00 feet to a point on the westerly line of Trans X Road, 60 feet wide; Thence along said Trans X Road South 36 degrees 20 minutes 00 seconds East 6.00 feet; Thence South 19 minutes 07 minutes 05 seconds West 50.75 feet (recorded as South 19 degrees 04 minutes 20 seconds West 50.79 feet); Thence South 25 degrees 00 minutes 22 seconds West 20.03 feet (recorded as South 24 degrees 59 minutes 40 seconds West 20.00 feet); Thence South 32 degrees 47 minutes 58 seconds West 22.01 feet (recorded as South 32 degrees 48 minutes 00 seconds West 22.00 feet); Thence South 44 degrees 33 minutes 05 seconds West 62.31 feet (recorded as South 44 degrees 29 minutes 00 seconds West 62.32 feet); Thence South 36 degrees 33 minutes 00 seconds East 141.40 feet (recorded as 141.20 feet); Thence South 54 degrees 08 minutes 30 seconds West 178.84 feet (178.86 feet recorded), to a point on the easterly line of said C & O Railroad right of way; Thence along said C & O Railroad right of way North 36 degrees 33 minutes 00 seconds West 141.25 feet to the Point of Beginning of this Parcel. Said Parcel containing 0.786 acres, more or less.

EXHIBIT C

EXHIBIT 'C'
ACCESS EASEMENT



REFERENCE DOCUMENT

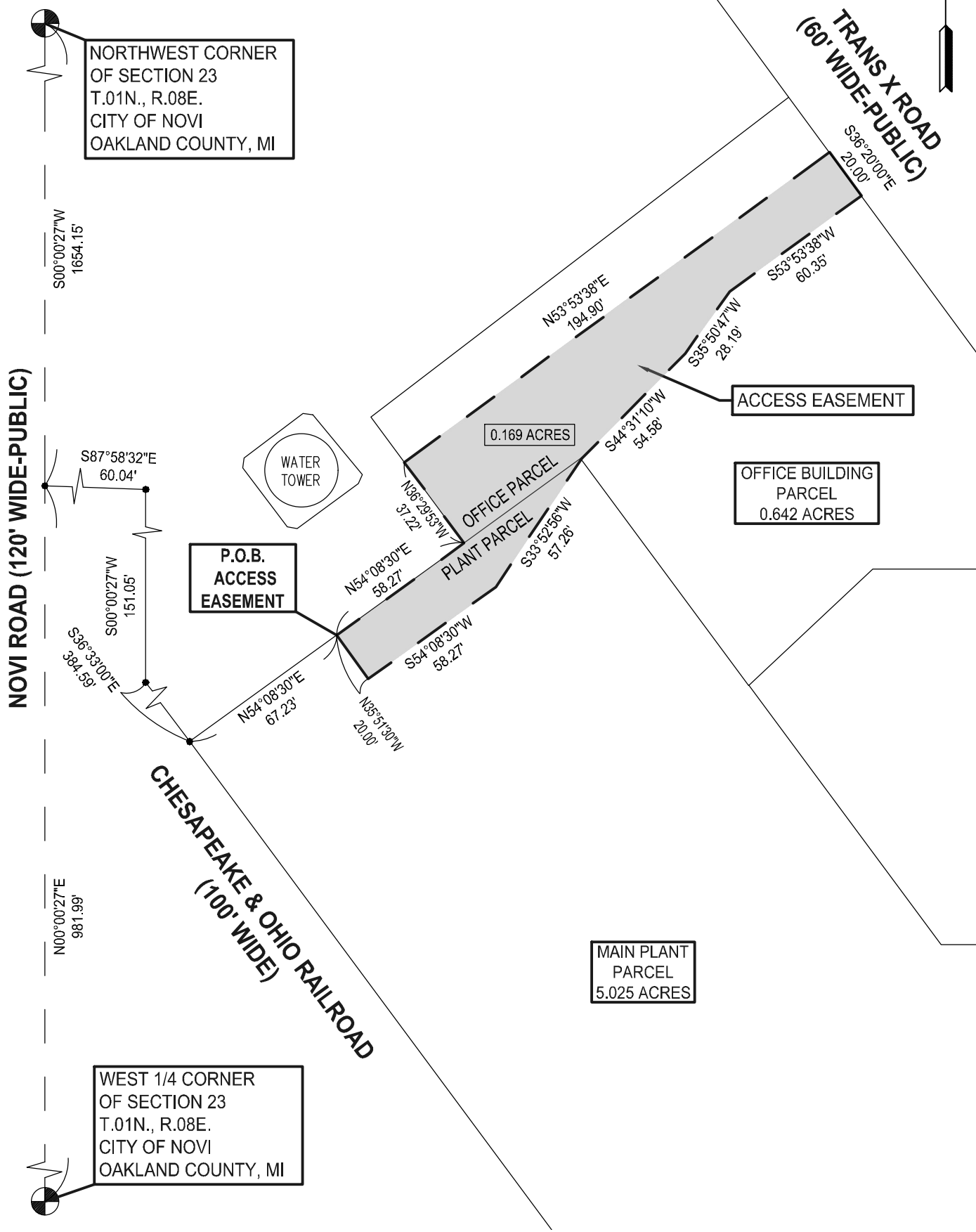
EASEMENT IS BASED ON SURVEY BY GEORGE JEROME & CO.,
JOB No. 26-598, DATED 10-16-2024.



905 South Blvd. East
Rochester Hills, MI 48307
Phone: (248) 844-5400
Fax: (248) 844-5440
www.sda-eng.com

DRAWN: S.BROWN	DATE: 11-26-24
CHECKED: K.SIROIS	DATE: 11-26-24
MANAGER: M.DeDECKER	SCALE: 1" = 200'
JOB No. NV17-018	SHEET: 1 OF 3
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI OAKLAND COUNTY, MI	

EXHIBIT 'C'
ACCESS EASEMENT



REFERENCE DOCUMENT

EASEMENT IS BASED ON SURVEY BY GEORGE JEROME & CO.,
JOB No. 26-598, DATED 10-16-2024.



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www.sda-eng.com

DRAWN: S.BROWN	DATE: 11-26-24
CHECKED: K.SIROIS	DATE: 11-26-24
MANAGER: M.DeDECKER	SCALE: 1" = 50'
JOB No. NV17-018	SHEET: 2 OF 3
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI OAKLAND COUNTY, MI	

Plotted: Nov 26, 2024, 11:49 AM by user: 510 - Saved: 11/26/2024 by user: 510
J:\NV\Design\NV17018-Former Rainbow Coatings Parcel ALTA\DWG\NV17018EAS-OA.dwg

FURNISHED LEGAL DESCRIPTIONS

RESULTING MAIN PLANT PARCEL

A PARCEL OF LAND BEING A PART OF THE WEST ½ OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 1654.15 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1653.99 FEET); THENCE SOUTH 87 DEGREES 58 MINUTES 32 SECONDS EAST 60.04 FEET TO A POINT ON THE EASTERLY LINE OF NOVI ROAD, 120 FEET WIDE; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 151.05 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 150.95 FEET) ALONG SAID EASTERLY LINE OF NOVI ROAD TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE CHESAPEAKE AND OHIO (C & O) RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 384.59 FEET ALONG SAID C & O RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING OF THIS PARCEL;

THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 125.50 FEET; THENCE NORTH 53 DEGREES 58 MINUTES 49 SECONDS EAST 53.34 FEET; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 224.22 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 92.53 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 111.52 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TRANS X ROAD, 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE OF TRANS X ROAD, SOUTH 36 MINUTES 20 MINUTES 00 SECONDS EAST 605.89 FEET; THENCE SOUTH 54 DEGREES 06 MINUTES 00 SECONDS WEST 317.30 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID C & O RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE ALONG SAID C & O RAILROAD RIGHT OF WAY, NORTH 36 DEGREES 33 MINUTES 00 SECONDS WEST 794.03 FEET TO THE POINT OF BEGINNING OF THIS PARCEL.

SAID PARCEL CONTAINING 5.025 ACRES, MORE OR LESS.

RESULTING OFFICE BUILDING PARCEL

A PARCEL OF LAND BEING A PART OF THE WEST ½ OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 1654.15 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1653.99 FEET); THENCE SOUTH 87 DEGREES 58 MINUTES 32 SECONDS EAST 60.04 FEET TO A POINT ON THE EASTERLY LINE OF NOVI ROAD, 120 FEET WIDE; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 151.05 FEET (RECORDED AS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 150.95 FEET) ALONG SAID EASTERLY LINE OF NOVI ROAD TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE CHESAPEAKE AND OHIO (C & O) RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 384.59 FEET ALONG SAID C & O RAILROAD RIGHT OF WAY; THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 125.50 FEET TO THE POINT OF BEGINNING OF THIS PARCEL;

THENCE NORTH 36 DEGREES 29 MINUTES 53 SECONDS WEST 58.00 FEET; THENCE NORTH 52 DEGREES 32 MINUTES 53 SECONDS EAST 195.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TRANS X ROAD, 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE OF TRANS X ROAD, SOUTH 36 MINUTES 20 MINUTES 00 SECONDS EAST 217.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 97.54 FEET; THENCE SOUTH 46 DEGREES 43 MINUTES 37 SECONDS WEST 62.95 FEET; THENCE NORTH 36 DEGREES 33 MINUTES 00 SECONDS WEST 104.72 FEET; THENCE SOUTH 53 DEGREES 58 MINUTES 49 SECONDS WEST 53.34 FEET TO THE POINT OF BEGINNING OF THIS PARCEL.

SAID PARCEL CONTAINING 0.642 ACRES, MORE OR LESS.

PROPOSED ACCESS EASEMENT

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 23, THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 1654.15 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 32 SECONDS EAST 60.04 FEET TO A POINT ON THE EASTERLY LINE OF NOVI ROAD, 120 FEET WIDE; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 151.05 FEET ALONG SAID EASTERLY LINE OF NOVI ROAD TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE CHESAPEAKE AND OHIO (C & O) RAILROAD RIGHT OF WAY, 100 FEET WIDE; THENCE SOUTH 36 DEGREES 33 MINUTES 00 SECONDS EAST 384.59 FEET ALONG SAID C & O RAILROAD RIGHT OF WAY; THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 67.23 FEET TO THE POINT OF BEGINNING OF THIS ACCESS EASEMENT;

THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS EAST 58.27 FEET; THENCE NORTH 36 DEGREES 29 MINUTES 53 SECONDS WEST 37.22 FEET; THENCE NORTH 53 DEGREES 53 MINUTES 38 SECONDS EAST 194.90 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TRANS X ROAD, 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE OF TRANS X ROAD, SOUTH 36 MINUTES 20 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 53 DEGREES 53 MINUTES 38 SECONDS WEST 60.35 FEET; THENCE SOUTH 35 DEGREES 50 MINUTES 47 SECONDS WEST 28.19 FEET; THENCE SOUTH 44 DEGREES 31 MINUTES 10 SECONDS WEST 54.58 FEET; THENCE SOUTH 33 DEGREES 52 MINUTES 56 SECONDS WEST 57.26 FEET; THENCE SOUTH 54 DEGREES 08 MINUTES 30 SECONDS WEST 58.27 FEET; THENCE NORTH 35 DEGREES 51 MINUTES 30 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT.

SAID EASEMENT CONTAINING 0.169 ACRES, MORE OR LESS.



905 South Blvd. East Phone: (248) 844-5400
Rochester Hills, MI 48307 Fax: (248) 844-5440
www.sda-eng.com

DRAWN: S.BROWN	DATE: 11-26-24
CHECKED: K.SIROIS	DATE: 11-26-24
MANAGER: M.DeDECKER	SCALE: N / A
JOB No. NV17-018	SHEET: 3 OF 3
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

**TEMPERFORM
RESULTING PARCELS**

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Rights of others over subject premises for ingress and egress, as revealed by instruments recorded in Liber 5545, Page 450 and in Liber 11257, Page 834. Items refer to a public access easement and are plotted hereon.

By and between R & S Realty Company, a Michigan co-partnership, Temperform Corporation, a Michigan corporation and A.J. Bartoletto and Anne J. Bartoletto, his wife
Recording No: Liber 6806, Page 674.

Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

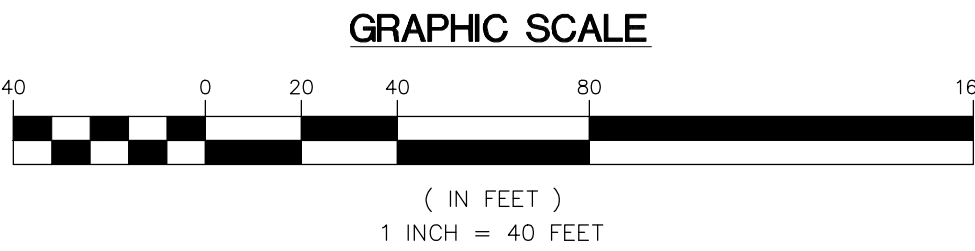
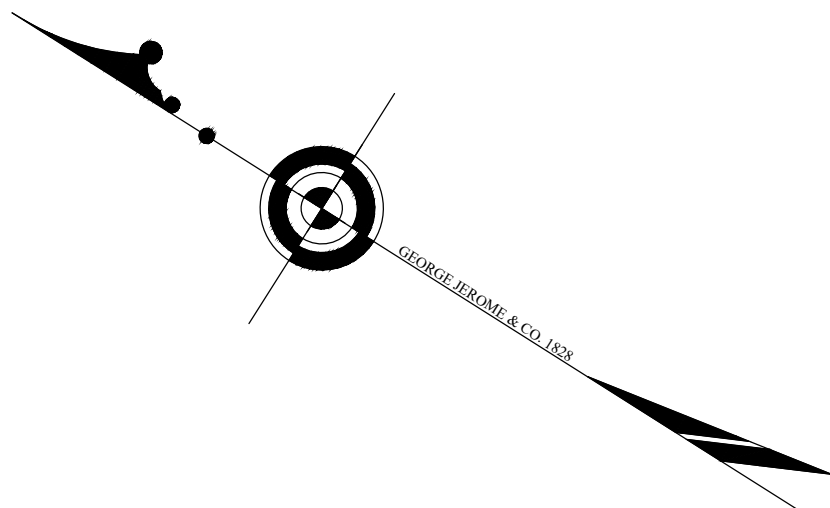
Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Items refer to a public utility easement and are plotted hereon.

Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Highway Easement by and between Raven Investments, L.L.C., a Michigan Limited Liability Company and Board of County Road Commissioners of the County of Oakland, and the terms, conditions and provisions therein, as recorded in Liber 40243, Page 796. Item refers to a road access easement and does not come into direct contact with project area., therefore not plotted hereon.

M. _____ RECORD
 M. _____ MEASURED
 C. _____ CALCULATED
 F.I.R. _____ FOUND IRON ROD
 H. _____ HEARNE BROTHERS
 F.C.M. _____ FOUND CONCRETE MONUMENT
 S.I.R. _____ SET IRON ROD
 S/P.K. _____ SET P.K. NAIL
 F.P.K. _____ FOUND P.K. NAIL
 T/C _____ TOP OF CURB
 G _____ GUTTER
 FF _____ FINISHED FLOOR
 T/W _____ TOP OF WALL
 T/P _____ TOP OF PIPE
 C.B.B. _____ CATCH BASIN
 U.P. _____ UTILITY POLE
 O M.H. _____ MANHOLE
 C.O. _____ CLEAN OUT
 D.S. _____ DOWNSPOUT
 ☆ L.P. _____ LIGHT POLE
 O L.L. _____ LANDSCAPE LIGHT
 GGVW _____ GATE VALVE AND WELL
 WSV _____ WATER STOP VALVE
 HYD. _____ FIRE HYDRANT
 ● B.O. _____ BOLLARD
 ● M.W. _____ MONITORING WELL
 ↓ _____ SIGN
 ① _____ NUMBER PARKING SPACES
 Ⓢ _____ HANDICAP PARKING
 ← G.W. _____ GUY WIRE
 _____ x _____ FENCE
 _____ _____ SANITARY/COMBINED SEWER
 _____ _____ STORM SEWER
 _____ _____ WATERMAIN
 _____ OHW _____ OVERHEAD UTILITY LINES

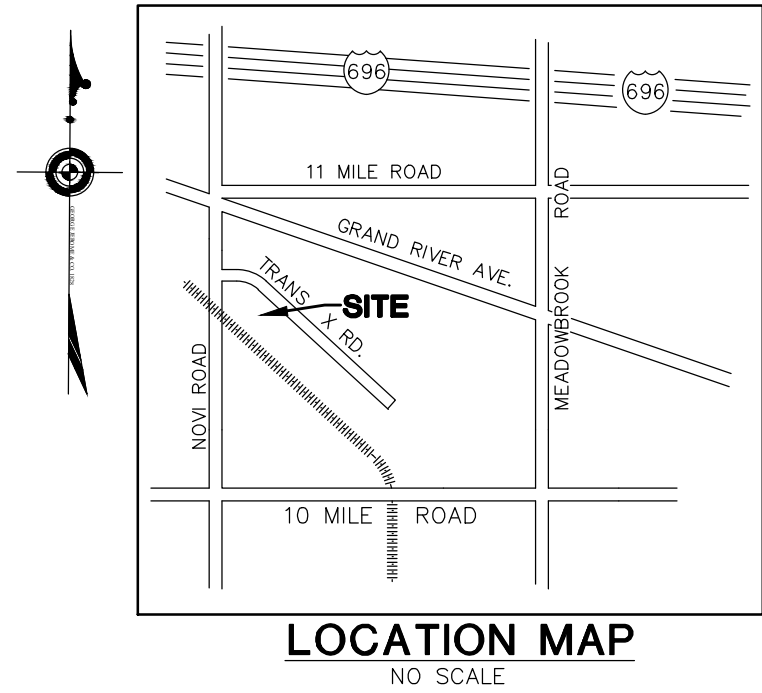


UTILITY NOTE:
ALL PUBLIC UTILITY LINES, AS SHOWN HEREON, ARE TAKEN FROM THE BEST AVAILABLE RECORDS AS DISCLOSED BY THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES. OTHER UTILITY INFORMATION WAS NOT AVAILABLE AT THE TIME OF SURVEY. NO GUARANTEE CAN BE GIVEN BY US AS TO THE ACCURACY OR COMPLETENESS THEREOF.

ACQUIRED PARCEL BOUNDARY
25425 TRANS X RD. & 25460 NOVI RD., CITY OF NOVI, WAYNE COUNTY, MICHIGAN

[illegible]

SURVEY BY R.S. / S.D.	GEORGE JEROME & CO. CONSULTING MUNICIPAL & CIVIL ENGINEERS 28304 HAYES ROSELVILLE, MI 48066 www.GeorgeJerome.com		ORDER NO. 26-598	SHT. NO.	
DRAWN BY N.L.R.	(586) 774-3000		FIELD BOOK 1436, P.50-52	1	
CHECKED BY C.J.J.R.			DRAWING FILE NO.		
APPROVED BY C.J.J.R.	SCALE 1" = 40'	FOR TEMPERFORM	DATE 07-25-24		



- LEGAL DESCRIPTION** (Knight Barry Title Services, LLC, File No.:2092113, Dated October 18, 2021)

PARCEL 2:
Part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said parcel also being a part of vacated NOV1 MANOR Subdivision, as recorded in Exhibits 45 of Plates, Page 25, Oakland County Records, being more particularly described as follows: Beginning at a point on the Northeastly line of the C & K RR right of way (100.00 feet wide), said point being South 36 degrees 32 minutes 30 seconds East, 523.91 feet from the Northeastly line of the Northeastly line of the C & K RR right of way (100.00 feet wide), said point being North 36 degrees 32 minutes 30 seconds East, 178.85 feet from the Northeastly line of the C & K RR right of way (100.00 feet wide), said point being North 54 degrees 08 minutes 30 seconds East, 178.85 feet to the centerline of vacated Sterling Avenue (60.00 feet wide), thence South 36 degrees 32 minutes 30 seconds East, along the centerline of vacated Sterling Avenue (60.00 feet wide) 74.5 feet; thence South 54 degrees 08 minutes 30 seconds East, 178.85 feet to the Northeastly line of C & K RR right of way (100.00 feet wide); thence North 36 degrees 32 minutes 30 seconds East, along said Northeastly right of way line, 74.0 feet to the Point of Beginning.

PARCEL 4:
Part of Lot 345 and vacated streets adjacent to same, NOVI MANOR Subdivision, City of Novi, Oakland County, Michigan according to the Plat thereof recorded in Liber 45 of Plats, Page 25, Oakland County Records, being described as: Beginning at a point distant East 40.32 feet and South 46 degrees 43 minutes 37 seconds West, 62.90 feet and South 36 degrees 32 minutes 30 seconds East, 119.50 feet from the Northwest corner of Lot 346; thence East 92.47 feet; thence South 124.77 feet; thence North 36 degrees 32 minutes 30 seconds West, 155.30 feet to the Point of Beginning.

PARCELS 1, 2, 3, 4 AND 5 ALSO DESCRIBED BY SURVEY AS FOLLOWS:

Part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Noy, Oakland County, Michigan, ALIAS, part of Lot 345 and part of vacated Sterling Avenue and Gager Avenue in Noyi MANOR Subdivision, being a subdivision in the West 1/2 of said Section 23, City of Noy, Oakland County, Michigan, as recorded in Liber 45 of Plans, page 25, Oakland County Records, described as: Commencing at the intersection of the Eastern line of Noy Road and the Eastern line of Sterling Avenue, and running along the Eastern line of Noy Road 1/4 of 0.81 part of the South 36 degrees 33 minutes 00 seconds East, 52.91 feet to the Point of Beginning; thence North 54 degrees 08 minutes 00 seconds East, 178.96 feet; thence South 36 degrees 33 minutes 00 seconds East, 82.92 feet; thence North 89 degrees 59 minutes 30 seconds East, 92.47 feet; thence Due North 111.51 feet to a point on the Westerly right of way line of Trans X Road (60 feet wide); thence along said right of way line, South 36 degrees 33 minutes 00 seconds East, 605.89 feet; thence South 54 degrees 06 minutes 00 seconds East, 317.30 feet; thence North 36 degrees 33 minutes 00 seconds East, 652.60 feet to the Point of Beginning.

PARCEL 7:
 Part of Lot 346 and part of Sterling Avenue (vacated) in NOV1 MANOR, being a subdivision of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Niles, Oakland County, Michigan; as recorded in Liber 45 of Plats, Page 25, Oakland County Records, described as: Beginning at the Northwest corner of Lot 346; thence South 40.42 feet along the north line of said Lot 346; thence South 46 degrees 43 minutes 37 seconds East, 62.90 feet to the centerline of Sterling Avenue (60.00 feet wide) (vacated); thence along said centerline of Sterling Avenue North 36 degrees 32 minutes 30 seconds West, 31.46 feet; thence North 53 degrees 27 minutes 30 seconds East, 30.00 feet to the Point of beginning.

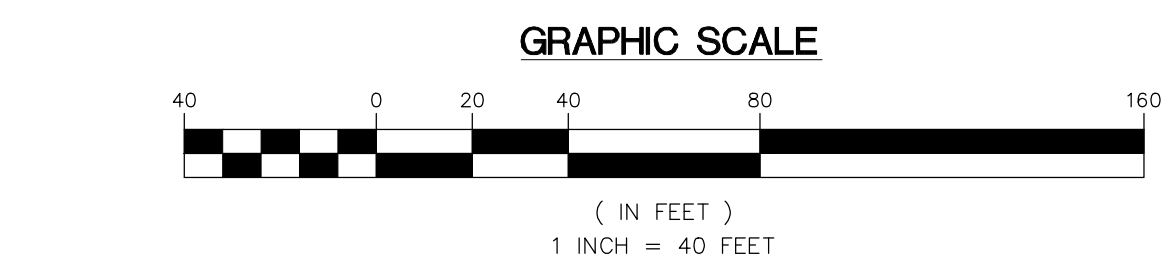
PARCEL B (Fidelity National Title Company, LLC, Commitment No.:A0711601, Revision 3, Dated January 9, 2018)
Land situated in the City of Novi, County of Oakland, and State of Michigan, described as:

and surveyed as :

PARCEL TO BE ACQUIRED
A Parcel of land being a part of the West ½ of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence South 52 degrees 32 minutes 53 seconds East 195.00 feet, to a point on the westerly line of Trax X Road, 60 feet wide; Thence along said Trax X Road South 36 degrees 20 minutes 00 seconds East 6.00 feet; Thence South 19 minutes 07 minutes 00 seconds West 50.75 feet (recorded as South 19 degrees 04 minutes 20 seconds West 50.79 feet); Thence South 25 degrees 00 minutes 22 seconds West 20.03 feet (recorded as South 24 degrees 59 minutes 40 seconds West 20.00 feet); Thence South 32 degrees 47 minutes 58 seconds West 22.01 feet (recorded as South 32 degrees 48 minutes 00 seconds West 22.00 feet); Thence South 33 degrees 33 minutes 00 seconds East 141.40 feet (recorded as South 33 degrees 34 minutes 00 seconds East 141.40 feet); Thence South 54 degrees 08 minutes 30 seconds West 178.80 feet (178.86 feet recorded), to a point on the easterly line of said C & O Railroad right of way; Thence along said C & O Railroad right of way North 36 degrees 33 minutes 00 seconds West 141.25 feet to the Point of Beginning of this Parcel.

Said Parcel containing 0.786 acres, more or less.



UTILITY NOTE:
ALL PUBLIC UTILITY LINES, AS SHOWN HEREON,
ARE TAKEN FROM THE BEST AVAILABLE RECORDS
AS DISCLOSED BY THE VARIOUS UTILITY
COMPANIES AND/OR MUNICIPALITIES. OTHER
UTILITY INFORMATION WAS NOT AVAILABLE AT
THE TIME OF SURVEY. NO GUARANTEE CAN BE
GIVEN BY US AS TO THE ACCURACY OR
COMPLETENESS THEREOF.

DATE:		BY:		REVISIONS:		DATE:		BY:		REVISIONS:		ACQUIRED PARCEL BOUNDARY 25425 TRANS X RD. & 25460 NOVI RD., CITY OF NOVI, WAYNE COUNTY, MICHIGAN										SURVEY BY <u>R.S./ S.D.</u>		GEORGE JEROME & CO. CONSULTING MUNICIPAL & CIVIL ENGINEERS • SURVEYORS 28304 HAYES ROSEVILLE, MI 48066 (586) 774-3000 www.GeorgeJerome.com		ORDER NO. <u>26-598</u>		SHT. NO.		2 OF 4							
																						DRAWN BY <u>N.L.R.</u>				FIELD BOOK <u>1436, P.50-52</u>											
																						CHECKED BY <u>G.J.JR.</u>						SCALE 1"=40'		FOR TEMPERFORM		DATE 07-25-24		DRAWING FILE NO.			
																						APPROVED BY <u>G.J.JR.</u>															

SCHEDULE B EXCEPTIONS (Fidelity National Title Company, LLC, Commitment No.:A0711601, Revision 3, Dated January 9, 2018)

- 10 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
- Entitled: Affidavit of Interest
Lessor: Rainbow Coatings, Inc., a Michigan corporation
Lessee: Omnipotent Communications Midwest Operations L.L.C., a Delaware Limited Liability Company
Recording Date: October 5, 2000
Recording No: Liber 21880, Page 627, and the rights of others over an access easement and utility easement thereof. Item refers to a communication area leased easement and is plotted hereon.
- 11 Rights of others over subject premises for ingress and egress, as revealed by instruments recorded in Liber 5545, Page 450 and in Liber 11257, Page 834. Items refer to a public access easement and are plotted hereon.
- 12 An instrument entitled Right of Way Agreement

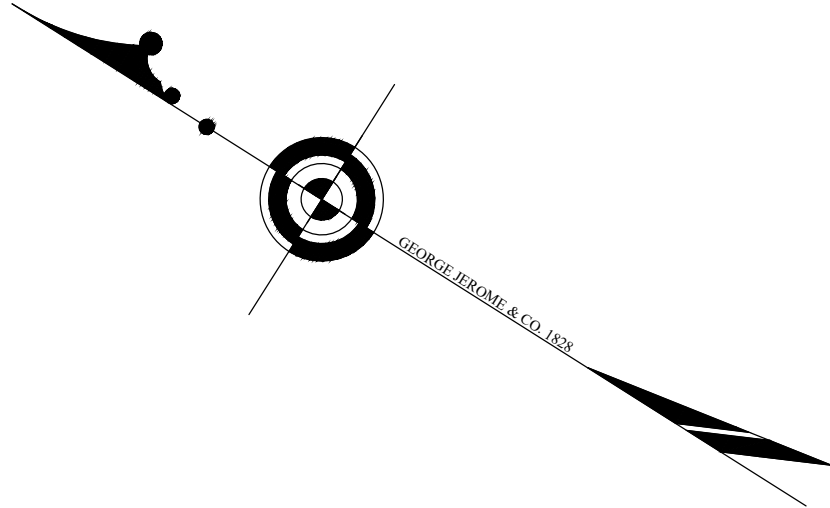
By and between R & S Realty Company, a Michigan co-partnership, Temperform Corporation, a Michigan corporation and A.J. Bartoletto and Anne J. Bartoletto, his wife
Recording No: Liber 6806, Page 674.

Reference is hereby made to said document for full particulars. Item refers to an access easement and is plotted hereon.

- 13 Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:
Granted to: City of Novi
Recording No: Liber 7517, Page 556 and in Liber 7457, Page 641. Items refer to a sanitary sewer easement and are plotted hereon.
- 14 Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:
Granted to: City of Novi
Recording No: Liber 7528, Page 642. Item refers to a sanitary easement and is plotted hereon.

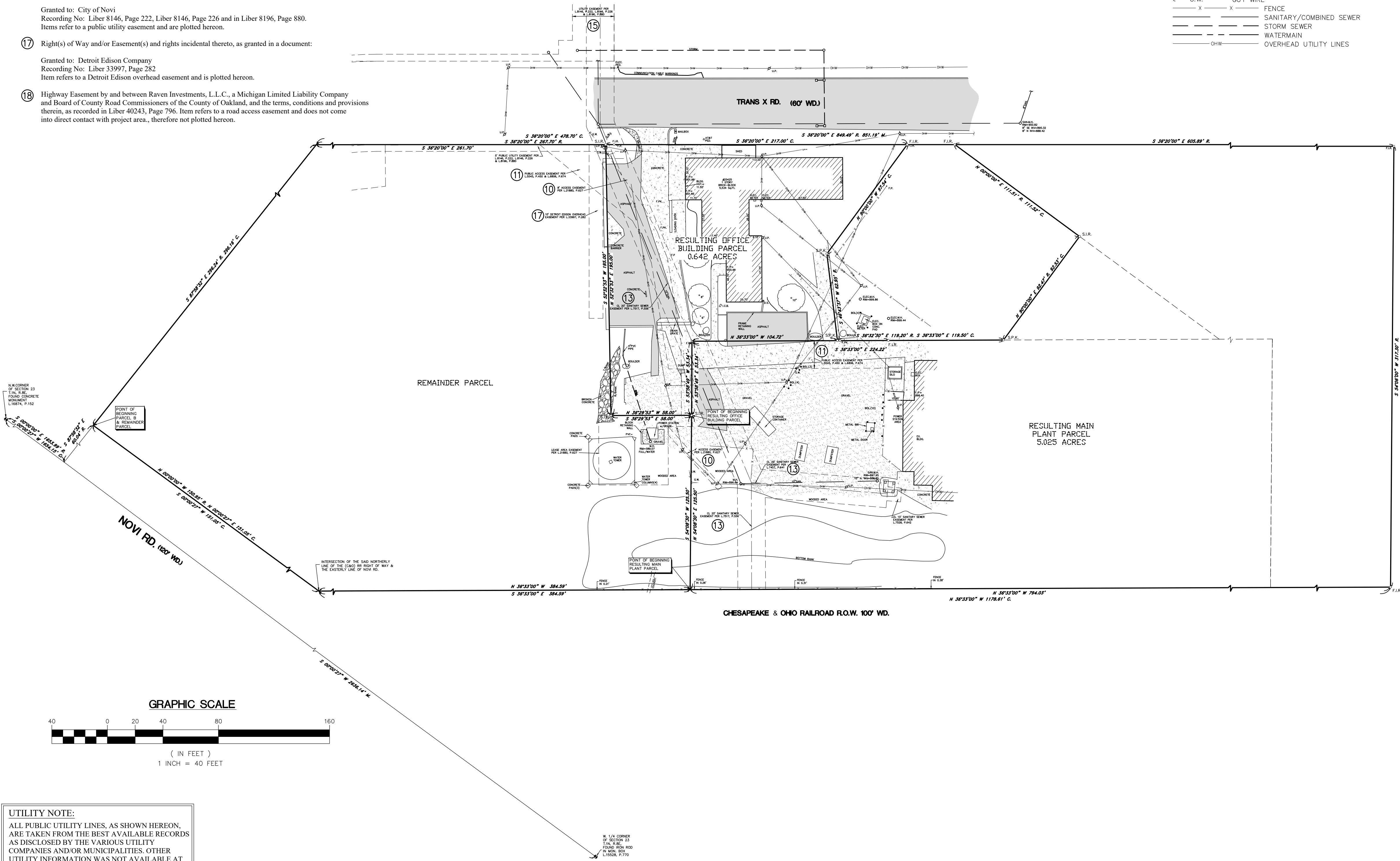
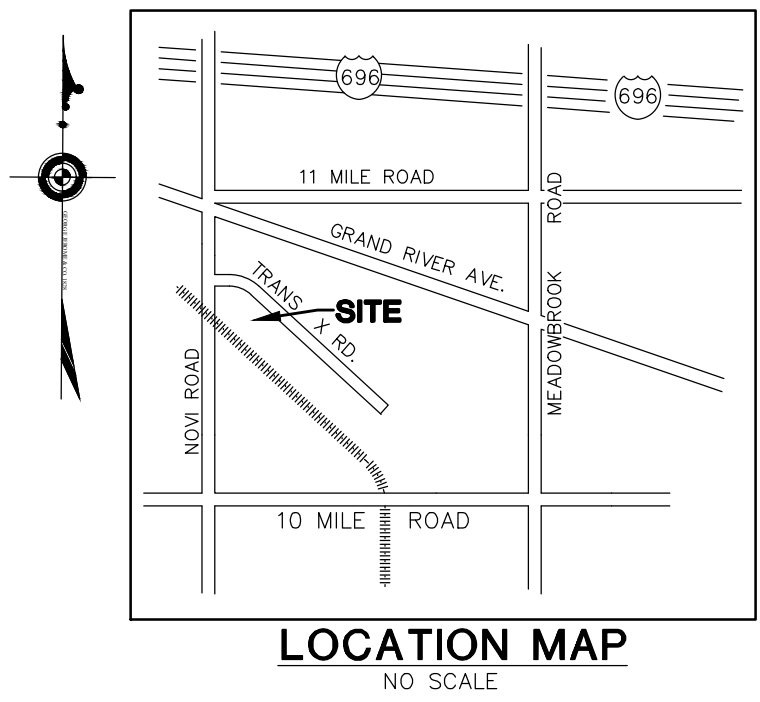
- 15 Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:
Granted to: City of Novi
Recording No: Liber 8146, Page 222, Liber 8146, Page 226 and in Liber 8196, Page 880. Items refer to a public utility easement and are plotted hereon.
- 17 Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Detroit Edison Company
Recording No: Liber 33997, Page 282
Item refers to a Detroit Edison overhead easement and is plotted hereon.

- 18 Highway Easement by and between Raven Investments, L.L.C., a Michigan Limited Liability Company and Board of County Road Commissioners of the County of Oakland, and the terms, conditions and provisions therein, as recorded in Liber 40243, Page 796. Item refers to a road access easement and does not come into direct contact with project area., therefore not plotted hereon.



LEGEND

- R. ——— RECORD
M. ——— MEASURED
C. ——— CALCULATED
F.I.R. ——— FOUND IRON ROD
H. ——— HEARNE BROTHERS
F.C.M. ——— FOUND CONCRETE MONUMENT
S.I.R. ——— SET IRON ROD
S.P.K. ——— SET P.K. NAIL
F.P.K. ——— FOUND P.K. NAIL
T/C ——— TOP OF CURB
G. ——— GUTTER
FF ——— FINISHED FLOOR
T/W ——— TOP OF WALL
T/P ——— TOP OF PIPE
C.B. ——— CATCH BASIN
U.P. ——— UTILITY POLE
O.M.H. ——— MANHOLE
C.O. ——— CLEAN OUT
D.S. ——— DOWNSPOUT
L.P. ——— LIGHT POLE
L.L. ——— LANDSCAPE LIGHT
G.V. ——— GATE VALVE AND WELL
W.S. ——— WATER STOP VALVE
H.Y. ——— FIRE HYDRANT
BOL. ——— BOLLARD
M.W. ——— MONITORING WELL
SIGN ——— SIGN
NUMBER PARKING SPACES
HANDICAP PARKING
G.W. ——— GUY WIRE
X ——— FENCE
SANITARY/COMBINED SEWER
STORM SEWER
WATERMAIN
OHW ——— OVERHEAD UTILITY LINES



LEGAL DESCRIPTION

RESULTING MAIN PLANT PARCEL.

A Parcel of land being a part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence North 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way to the Point of Beginning of this Parcel;

Thence North 54 degrees 08 minutes 30 seconds East 125.50 feet; Thence North 53 degrees 58 minutes 49 seconds East 53.34 feet; Thence South 36 degrees 33 minutes 00 seconds East 224.22 feet; Thence North 90 degrees 00 minutes 00 seconds East 92.53 feet; Thence North 00 degrees 00 minutes 00 seconds East 111.52 feet to a point on the southwesterly line of Trans X Road, 60 feet wide; Thence along said southwesterly line of Trans X Road, South 36 minutes 20 minutes 00 seconds East 605.89 feet; Thence South 54 degrees 06 minutes 00 seconds West 317.30 feet to a point on the northeasterly line of said C & O Railroad right of way, 100 feet wide; Thence along said C & O Railroad right of way, North 36 degrees 33 minutes 00 seconds West 794.03 feet to the Point of Beginning of this Parcel.

Said Parcel containing 5.025 acres, more or less.

RESULTING OFFICE BUILDING PARCEL.

A Parcel of land being a part of the West 1/2 of Section 23, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 23, thence South 00 degrees 00 minutes 27 seconds West 1654.15 feet (recorded as South 00 degrees 00 minutes 00 seconds East 1653.99 feet); thence South 87 degrees 58 minutes 32 seconds East 60.04 feet to a point on the easterly line of Novi Road, 120 feet wide; thence South 00 degrees 00 minutes 27 seconds West 151.05 feet (recorded as South 00 degrees 00 minutes 00 seconds East 150.95 feet) along said easterly line of Novi Road to its intersection with the northeasterly line of the Chesapeake and Ohio (C & O) Railroad right of way, 100 feet wide; thence North 36 degrees 33 minutes 00 seconds East 384.59 feet along said C & O Railroad right of way; thence North 54 degrees 08 minutes 30 seconds East 125.50 feet to the Point of Beginning of this Parcel;

Thence North 36 degrees 29 minutes 53 seconds West 58.00 feet; Thence North 52 degrees 32 minutes 53 seconds East 195.00 feet to a point on the southwesterly line of Trans X Road, 60 feet wide; Thence along said southwesterly line of Trans X Road, South 36 minutes 20 minutes 00 seconds East 217.00 feet; Thence North 90 degrees 00 minutes 00 seconds West 97.54 feet; Thence South 46 degrees 43 minutes 37 seconds West 62.95 feet; Thence North 36 degrees 33 minutes 00 seconds West 104.72 feet; Thence South 53 degrees 58 minutes 49 seconds West to the Point of Beginning of this Parcel.

Said Parcel containing 0.642 acres, more or less.

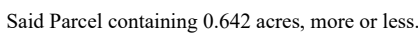
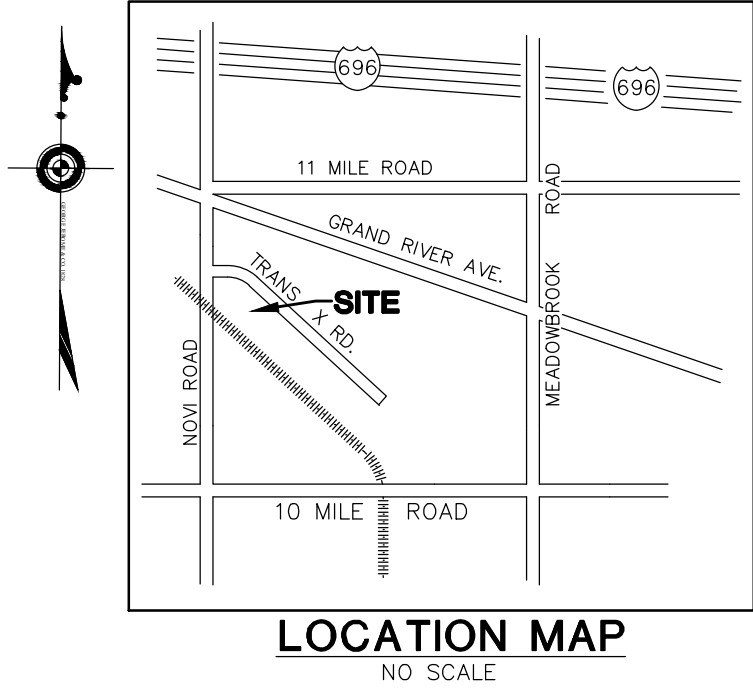
DATE:	BY:	REVISIONS	DATE:	BY:	REVISIONS

ACQUIRED PARCEL BOUNDARY
25425 TRANS X RD. & 25460 NOVI RD., CITY OF NOVI, WAYNE COUNTY, MICHIGAN

SURVEY BY	R.S./ S.D.
DRAWN BY	N.L.R.
CHECKED BY	G.J.J.R.
APPROVED BY	G.J.J.R.

GEORGE JEROME & CO. CONSULTING MUNICIPAL & CIVIL ENGINEERS • SURVEYORS 28304 HAYES ROSELVILLE, MI 48066 www.GeorgeJerome.com	ORDER NO. 26-598 FIELD BOOK 1436, P.50-52 SCALE 1"=40' FOR TEMPERFORM	DATE 07-25-24 DRAWING FILE NO.
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SHT. NO. 3 OF 4	
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**PHOTO OF PROPERTY
(CONCRETE PAD SHOWN IN RED)**



**PHOTO OF
INSTALLED CONCRETE PAD**





SUMMARY APPRAISAL



Aerial Photograph extracted from Oakland County Property Gateway

Part of Parent Parcel
25460 Novi Rd.
Novi, Michigan 48375

APPRAISAL REPORT

Date of Value January 30, 2024

Date of Report February 10, 2024

Prepared For
Mr. Bill Ruth, Project Manager
Temperform LLC
25425 Trans-X Road
Novi, MI 48375
Email: BRuth@temperform.com

Prepared By
R.S. Thomas & Associates, Inc. / *Harold Blake Co*
33580 Five Mile Road
Livonia, MI 48154
Telephone (734)422-5353
www.rsthbc-appraisers.com

February 10, 2024

Mr. Bill Ruth, Project Manager
Temperform LLC
25425 Trans-X Road
Novi, MI 48375
Email: BRuth@temperform.com

Re: Appraisal of Real Property
Part of Parent Parcel
25460 Novi Rd.
Novi, MI 48375
Parent Parcel ID # 50-22-23-151-029

Dear Mr. Ruth,

Pursuant to your request, we have performed an Appraisal Report of the captioned property and fully intend to follow the current guidelines of Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) as established by the Appraisal Standards Board of the Appraisal Foundation. This report is not to be construed as a Restricted Appraisal Report. It is further understood the appraisers have no interest in the subject property and the fee is in no way dependent upon the value estimate concluded herein.

Based on the highest and best use of the subject property as of the date of value, the appraisers have utilized the sales comparison approach. The cost approach and income approach to value have been considered within the scope of the assignment, however, found not applicable. Business entity and any applicable licenses are not considered in this assignment. We have made an extraordinary assumption of the property free and clear of environmental hazards for the value conclusion. A further extraordinary assumption considers the parcel unaffected by wetlands. At the direction of the client, we have applied the hypothetical condition, the subject land as identified has been split from the parent parcel resulting in an irregular parcel adjacent to the properties at both 25475 & 25425 Trans X Road.

The purpose of this appraisal is to identify the current market value for the real estate. This is established with the last date of inspection by the appraiser on January 30, 2024, representing the date of value. The function of the report is to utilize the results for asset determination for

possible transfer of the property. The appraisal assignment is not based on a requested minimum valuation or a specific valuation. The intended use is for the private use of the client to assist in possible purchase of the property. The report is not intended nor can be utilized for any other use including but not limited to eminent domain, tax appeal or lending. This may lead to misleading conclusions.

The intended user of this report is identified as the Client only, and any authorized representatives of the Client. No other user is intended or authorized. After careful consideration of all pertinent facts and information pertaining to the valuation of subject property, the market value of the fee simple interest as of January 30, 2024, is

\$68,000.00

Sixty-Eight Thousand Dollars

All data and analysis reported herein are subject to the statement of limiting conditions and assumptions included in this report. This report is not to be used for any other purpose or by any other person or entity other than the intended user or their duly authorized representatives. We have performed no appraisal of the subject within the three-year period immediately preceding acceptance of this assignment. Appraisers are required to be licensed/certified and are regulated by the Department of Licensing and Regulatory Affairs, Post Office Box 30018, Lansing Michigan 48909.

Respectfully submitted,

R.S. Thomas & Associates, Inc./*Harold Blake Co.*



Andrew Boettcher

Certified General Real Estate Appraiser

♦ Michigan Certified General Real Estate Appraiser - Permanent I.D. #1205003946



PLAN REVIEW CENTER REPORT

Planning Review

Trans-X Silo

JSP 23-11

May 16, 2023

PETITIONER

Temperform Corporation

REVIEW TYPE

Accessory Preliminary & Final Site Plan Review

PROPERTY CHARACTERISTICS

Section	23	
Site Location	East of Novi Road, West of Trans-X Road; 50-22-23-151-032	
Site School District	Novi Community School District	
Site Zoning	I-2 General Industrial	
Adjoining Zoning	North	I-2 General Industrial & RM-2 High-Density Multiple-Family
	East	RM-2 High-Density Multiple-Family
	West	I-2 General Industrial
	South	I-2 General Industrial
Current Site Use	Temperform Corporation	
Adjoining Uses	North	DTE Energy – Novi Substation; Main Street Village Apartments
	East	Main Street Village Apartments
	West	Gerber Collision & Glass; Enterprise Rent-A-Car
	South	Terry Sweeny & Co. (Construction Equipment Supplier)
Site Size	4.45 acres	
Plan Date	April 18, 2023	

PROJECT SUMMARY

The applicant is proposing to construct an approximately 53-foot-tall silo for the storage of sand. The proposed foundation of the silo is 144 square feet. The proposed silo would be located in the northwestern portion of the site.

RECOMMENDATION

Planning staff is currently recommending **denial** of the Accessory Preliminary & Final Site Plan. Several comments must be addressed on a revised submittal, and several ZBA variances will be required for final approval of the plans. Engineering is also recommending denial of the plans at this time (see Engineering Review Letter for further details and comments). Fire is recommending approval of the plans.

ORDINANCE REQUIREMENTS

This project was reviewed for compliance with the Zoning Ordinance, with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), and any other areas of the ordinance, as noted. The plans show general compliance with ordinance requirements. Please address the items in **bold** in the next submittal.

1. Site Survey: **Location map must be to scale, showing section numbers, site location, major roads and railroads. Provide existing topography for the area where work is proposed (based on USGS datum with 2' contour intervals) extending a minimum of 100 feet beyond all side boundaries. Any on-site or off-site easements should be displayed as well.**
2. Accessory Structure Location (Section 4.19.2.A): Accessory structures shall be located in a rear yard, as regulated by this section of the Ordinance. **The proposed silo appears to be located partially within the interior side yard. This will require a ZBA variance.**
3. Accessory Structure Setbacks (Sections 4.19.2.A, 4.19.1.D, & 3.1.19.D): Accessory Structures shall meet the setback requirements of an accessory building (each accessory building shall meet all setback requirements for the zoning district in which the property is situated).
 - a. Front Yard: Minimum for the I-2 district is 100 feet. Appears to comply (approx. 107 feet). **Please show the setback from the property line along Trans-X Road on the next submittal.**
 - b. Rear Yard: Minimum for the I-2 district is 50 feet. The proposed setback is approximately 57 feet, which meets the ordinance
 - c. Side Yard: Minimum for the I-2 district is 50 feet. **The proposed setback from the northern property line (interior side yard) is 7 feet and 5¾ inches. This does not meet the ordinance standard and will require a ZBA variance.**
4. Wetlands and Watercourse Protection Ordinance: Locations and boundaries of wetlands and wetland setbacks should be identified as defined in the Novi, Chapter 12, Article V of Code of Ordinances, and in Article 24, Schedule of Regulations, Footnote V of the Zoning Ordinance. Any proposed filling, draining, cutting, dredging or other alteration proposed for wetlands and setbacks must be graphically depicted and quantified in a table on the site plan. **Per the city's historic maps, the area appears to have included a stormwater basin which may now be classified as a regulated wetland. Please provide a detailed survey of the area where the new silo is proposed so the city's consultants can review it for impacts to regulated wetland buffer areas.**
5. Regulated Woodland Ordinance: The applicant shall show the location of all regulated woodlands as are shown on the Regulated Woodlands Map, trees 36" diameter-at-breast-height (dbh) and greater and/or as are otherwise controlled under Chapter 37 of the Novi Code of Ordinances. Alternative plans that preserve the most amount of quality areas of woodlands, any proposed cutting, clearing or retention of any vegetation from the ground up, replacement of regulated trees 8" dbh and greater, proposed grading limits, proposed tree protection measures, if any, pursuant to Ordinance requirements. **Per city records, the proposed silo appears to be close to a regulated woodland. Please provide a detailed survey of the area where the new silo is proposed so the city's consultants can review it for impacts to regulated woodland areas. Any regulated trees that are proposed to be removed should be shown on the plans. All regulated trees within 100 feet of the area of work should be shown as well.**
6. Sanitary Sewer: Our records show that there is an existing 8-inch sanitary on the north-west side of the property, adjacent to where the proposed slab will be installed. **The proposed slab shall not be located within the sanitary sewer easement. All Sanitary sewer easements shall be 20 feet wide. See Engineering Review for further details.**

7. Access Easement: It appears that the adjacent parcel owned by the City of Novi is being utilized for access to the area proposed for the silo. **Please provide any existing access easements authorizing the use of this parcel. See Engineering Review for further details.**
8. Soil Erosion and Sediment Control: **A SESC review is required. Include SESC measures on the plans, per the review checklist detailing all SESC requirements attached to this letter. An informal review will be completed with the Electronic Stamping Set once SESC plans are included in the submittal. See Engineering Review for further details.**
9. Signage: For sign permit information please contact Maureen Underhill at 248-347-0438 or munderhill@cityofnovi.org in the Code Compliance Division for more information.

OTHER REVIEWS

- a. Engineering Review: Engineering is recommending **denial** of the Preliminary/Final Site Plan. See the engineering review letter for more information.
- b. Fire Review: Fire is recommending **approval** of the Preliminary/Final Site Plan.

NEXT STEP: REVISED FINAL SITE PLAN SUBMITTAL

Please revise the plans to address issues raised in the Fire review. Refer to the letters for more details. Please submit the following for reconsideration:

1. A [site plan revision application](#)
2. **Three** copies of the revised site plan.
3. Response letter addressing all comments and refer to sheet numbers where the change is reflected.

ZONING BOARD OF APPEALS

A date for a Zoning Board of Appeals hearing for any variances, if necessary, will be determined by staff after a revised site plan is submitted and all outstanding comments have been addressed.

ELECTRONIC STAMPING SET SUBMITTAL AND RESPONSE LETTER

After receiving Planning Commission approval, please submit the following for Electronic Stamping Set approval:

1. Plans addressing the comments in all of the staff and consultant review letters in PDF format.
2. Response letter addressing all comments in ALL letters and ALL charts and **refer to sheet numbers where the change is reflected.**
3. Drafts of any legal documents (note that any on-site easements need to be submitted in draft form before stamping sets will be stamped).

STAMPING SET APPROVAL

Stamping sets are still required for this project. After receiving approval of the Electronic Stamping Set from City staff, the applicant should submit **7 size 24" x 36" copies, folded, with original signature and original seals,** to the Community Development Department for final Stamping Set approval.

CHAPTER 26.5

Chapter 26.5 of the City of Novi Code of Ordinances generally requires all projects be completed within two years of the issuance of any starting permit. Please contact Sarah Marchioni at 248-347-0430 for additional information on starting permits. The applicant should review and be aware of the requirements of Chapter 26.5 before starting construction.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248-347-0579 or bpeacock@cityofnovi.org.

Ben Peacock

Ben Peacock, Planner





PLAN REVIEW CENTER REPORT

5/4/2023

Engineering Review

Trans-X Silo
JSP23-11

Applicant

Temperform Corporation

Review Type

Combined Preliminary and Final Site Plan

Property Characteristics

- Site Location: East of Novi Road, South of Grand River Ave.
- Site Size: 4.45 acres
- Plan Date: 4/18/2023
- Design Engineer: Fairway Engineering, LLC.

Project Summary

- Installation of Sand Silo and associated pavements.
- No changes to the existing onsite water main, sanitary sewer, or storm water collection system are proposed.

Recommendation

Approval of the Combined Preliminary and Final Site Plan is not recommended.

Comments:

The Combined Preliminary and Final Site Plan **does not** meet the general requirements of Chapter 11 with the following items to be addressed at the time of the revised Combined Preliminary and Final Site Plan submittal (further engineering detail will be required at the time of the final site plan submittal):

General

1. Our records show that there is an existing 8-inch sanitary on the north-west side of the property adjacent to the proposed slab will be installed; The proposed slab shall not be located within the sanitary sewer easement. All Sanitary sewer easements shall be 20 feet wide.
2. It appears that the adjacent parcel owned by the City of Novi is being utilized for access to the area proposed for the silo. Please provide any existing access easements authorizing the use of this parcel.

3. Provide a minimum of two ties to established section or quarter section corners.
4. Provide at least two reference benchmarks at intervals no greater than 1,200 feet. At least one referenced benchmark must be a City-established benchmark.
5. Provide a note on the plans stating that all work shall conform to the current City of Novi standards and specifications.

Soil Erosion and Sediment Control

6. A SESC review is required. Include SESC measures on the plans, per the review checklist detailing all SESC requirements attached to this letter. An informal review will be completed with the Electronic Stamping Set once SESC plans are included in the submittal.

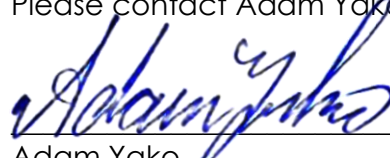
The following must be provided at the time of Electronic Stamping Set submittal:

7. A letter from either the applicant or the applicant's engineer must be submitted with the Electronic Stamping Set highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved.
8. Provide the City's standard detail sheets for paving (2 sheets-rev. 03/05/2018). These details can be found on the City's website at this location: [Engineering Standards and Construction Details | City of Novi](#)

The following must be addressed following construction:

To the extent this review letter addresses items and requirements that require the approval of/or a permit from an agency or entity other than the City, this review shall not be considered an indication or statement that such approvals or permits will be issued.

Please contact Adam Yako at (248) 735-5695 with any questions.



Adam Yako
Project Engineer

cc: Ben Peacock, Community Development
Humna Anjum, Project Engineer
Ben Croy, City Engineer



April 27, 2023

TO: Barbara McBeth - City Planner
Lindsay Bell - Plan Review Center
Christian Carroll - Plan Review Center
Ben Peacock – Plan Review Center
Diana Shanahan – Planning Assistant

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Laura Marie Casey

Hugh Crawford

Justin Fischer

Brian Smith

Ericka Thomas

Interim City Manager
Victor Cardenas

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
Jeffery R. Johnson

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
John B. Martin

RE: Trans-X Silo

PSP# 23-014

Project Description:

Construct a silo at 25425 Trans-X Dr.

Comments:

Meets Fire Department Standards

Recommendation:

Approved

Sincerely,

Kevin S. Pierce-Fire Marshal
City of Novi – Fire Dept.

cc: file

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org



PROPOSED SILO PLAN
SCALE: $\frac{1}{8}"=1'$

DATE	ISSUE	BY	DATE	ISSUE

PROPRIETOR:
TEMPERFORM CORPORATION
25425 TRANS X RD., NOVI,
OAKLAND COUNTY, MICHIGAN

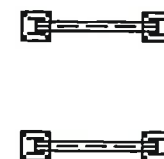
FAIRWAY ENGINEERING, LLC
LAND DEVELOPMENT - STRUCTURAL - GEOTECH
28025 BEECH HOLLOW, SUITE 114 WARREN, MI 48093-4743 (248) 214-5913

DATE	CD.	BY	DATE
04/18/23	AC		



FOUNDATION PLAN
PROPOSED NEW SILO
TEMPERFORM CORPORATION
25425 TRANS X RD., NOVI, OAKLAND COUNTY, MICHIGAN

SCALE	AS SHOWN
SHEET	1
	FE23-2004



THIS DRAWING IS REMAINING THE PROPERTY OF ONTARIO MECHANICAL, LLC AND ITS USE IS FOR THE PURPOSE FOR WHICH IT WAS FURNISHED. THIS DRAWING AND ALL THE INFORMATION DEICLARED IS CONFIDENTIAL, AND UNAUTHORIZED USE, INCLUDING COPYING OR DISCLOSURE TO THIRD PARTIES WITHOUT WRITTEN PERMISSION OF ONTARIO MECHANICAL, LLC IS PROHIBITED.



ONTARIO MECHANICAL LLC

INDUSTRIAL FABRICATORS AND ERECTORs

2880 Park Ave West • Mansfield, OH 44906

P.O. Box 134 • Ontario, OH, 44862

Phone (419) 529-2578 • Fax (419) 529-2287

SAND SILO PROJECT (PRELIMINARY)				
TEMPERFORM				
SCALE 1/4"=1'	DATE	REF. DWG.	JOB NO. XX-XXXX	
DRAWN RVB	3/28/22	CUST. NO.		
CHECKED XXX		DPR. NO.		
APPROD		XXXXXXX	SHEET	REV.
			A	1