



CITY of NOVI CITY COUNCIL

Agenda Item C
March 4, 2019

SUBJECT: Approval of Warranty Deeds for a parcel adjacent to the Manchester multi-family development to dedicate 60 feet of right-of-way along the south side of Thirteen Mile Road and to dedicate 30 feet of right-of-way along the west side of Holmes Road (parcel 50-22-11-200-020).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: *KFA*

BACKGROUND INFORMATION:

Manchester 13 Mile Road, LLC, is requesting the acceptance of Warranty Deeds conveying 60 feet of proposed right-of-way along the south side of Thirteen Mile Road, and the acceptance of 30 feet of half width right-of-way of Holmes Road along the non-residential parcel north of the Manchester multi-family residential development. The proposed right-of-way dedication will bring this segment of Thirteen Mile Road to a master planned 60 foot half-width right-of-way and Holmes Road to a master planned 60 foot full width right-of-way.

The enclosed letter from City Attorney (Beth Saarela, February 11, 2019) provides the Warranty Deeds that were prepared for this dedication. These documents and exhibits have been reviewed and approved by the City Attorney and City's Engineering Consultant, Spalding DeDecker (attached review letter dated February 6, 2019) and is recommended for acceptance.

The remainder of the Holmes Road right-of-way along the residential development (parcel 50-22-11-200-019) will be conveyed with a Warranty Deed once the owner is able to obtain approval from the federal government, a condition of their current financing for the development. The partial discharge of mortgage for the enclosed warranty deeds and approval to convey the right-of-way on the residential parcel have been delayed due to the recent shut down of the federal government. As noted in the City Attorney letter, the applicant has agreed to provide these items as soon as the documents are approved.

RECOMMENDED ACTION: Approval of Warranty Deeds for a parcel adjacent to the Manchester multi-family development to dedicate 60 feet of right-of-way along the south side of Thirteen Mile Road and to dedicate 30 feet of right-of-way for the west side of Holmes Road (parcel 50-22-11-200-020).

Manchester non-residential parcel Thirteen Mile Road and Holmes Road right-of-way

Location Map



Map Author: D. Rechten
Date: 02/12/2019
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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



City of Novi

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



1 inch = 434 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 11, 2019

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

Re: Manchester, JSP15-0052
13 Mile and Holmes Road ROW

Dear Mr. Herczeg:

We have received and reviewed the Warranty Deeds and title commitments for 13 Mile Road and Holmes Road adjacent to the Manchester multi-family development. The Warranty Deeds appear to be in order. It should be noted that the applicant has requested a Partial Discharge of the Mortgage for the right-of-way areas. The Partial Discharge is subject to the approval of the Department of Housing and Urban Development (HUD) and has been delayed as a result of the recent federal government shut down. The applicant has agreed to forward the Partial Discharge as soon as it is approved and issued by HUD. The exhibits to the Warranty Deeds have been reviewed and approved by the City's Consulting Engineer. The Warranty Deeds should be placed on an upcoming City Council Agenda for acceptance and recorded in the usual manner. The Title Searches should be retained in the City's file. Once received, the Partial Discharges of the Mortgage should be recorded in the usual manner. No further action will be required in that regard.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line. The signature is stylized and somewhat abstract.

Elizabeth Kudla Saarela

EKS
Enclosures

Jeffrey Herczeg, Director of Public Works

City of Novi

February 11, 2019

Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Darcy Rechtien, Construction Engineer (w/Enclosures)
Rebecca Runkel, Engineering Technician (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Joseph Akers, Staff Civil Engineer (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

February 6, 2019

Darcy Rechten, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Manchester - Acceptance Documents Review
Novi # 15-0052
SDA Job No. NV17-226
EXHIBITS APPROVED

Dear Ms. Rechten:

We have reviewed the Roads Bill of Sale received by our office on November 21, 2018 against the Final Site Plan (Stamping Set) approved on March 27, 2017. We offer the following comments:

Roads Acceptance Documents:

- 1. Holmes Road Warranty Deed – Exhibits Approved**
- 2. 13 Mile Road Warranty Deed – Exhibits Approved**

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

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

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer
Cc (via Email):

Cortney Hanson, City Clerk
Sarah Marchioni, City Building Project Coordinator



Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
George Melistas, City Engineering Senior Manager
Angie Sosnowski, City Community Development Bond Coordinator
Beth Saarela, Johnson Rosati, Schultz, Joppich PC

When Recorded Return to: Cortney Hanson, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
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Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Legal Description Holmes Road Dedication (As Surveyed)

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Commencing at the North 1/4 of said Section 11; thence along the North line of said Section 11 and centerline of 13 Mile Road (120 Foot Wide-Public-Right-of-Way), N86°25'18"E, 335.33 feet; thence S01°51'31"E, 60.02 feet; thence N86°25'18"E, 237.49 feet to the POINT OF BEGINNING of the Parcel to be described;

thence N86°25'18"E, 30.00 feet;

thence S03°32'24"E, along the centerline of Holmes Road (60 Foot-Wide-Private-Right-of-Way), 61.38 feet;

thence 163.58 feet, along the arc of a curve to the left and centerline of Holmes Road, said curve has a radius of 916.10 feet, a central angle of 10°13'50", and a chord which bears S08°39'20"E at a distance of 163.36 feet;

thence S86°25'18"W, 30.47 feet;

thence 163.54 feet, along the arc of a curve to the right, said curve has a radius of 946.10 feet, a central angle of 09°54'15", and a chord which bears N08°29'32"W at a distance of 163.34 feet;

thence N03°32'24"W, 61.36 feet to the POINT OF BEGINNING containing 0.155 acres and subject to any easements or restrictions of record.

Commonly known as: Vacant Land, Novi, Mi

Part of Tax Parcel 22-11-200-020

CERTIFIED SURVEY MAP

(ROAD DEDICATION)
(TAX ID: 50-22-11-200-020)

RECORDING INFORMATION

THIS IS ATTACHED TO AND MADE PART OF THE SKETCH TO FOLLOW.

Scope of Survey

Monument Engineering Group Associates, Inc. (MEGA) was contracted to perform a road dedication for Tax ID: 50-22-11-200-020.

Bearing Reference

Basis of bearing for this drawing is Michigan State Plane Coordinate System per City of Novi requirements.

Legal Description (As Provided)

Parcel "2" (Tax Id: 50-22-11-200-020):

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the North 1/4 corner of said Section 11;
thence along the North Section line and the centerline of Thirteen Mile Road, N86°25'18"E, 335.33 feet to the POINT OF BEGINNING;
thence continuing along said Section line, N86°25'18"E, 265.73 feet;
thence S03°32'24"E, 121.38 feet;
thence 163.58 feet along a curve to the left, having a central angle of 10°13'50", a radius of 916.10 feet, and a long chord bearing S08°39'20"E, 163.36 feet;
thence S86°25'18"W, 288.64 feet;
thence N01°51'31"W, 284.22 feet to the POINT OF BEGINNING.
Containing ±1.778 acres of land.

Subject to the rights of the public over 13 Mile Road (120 Foot Wide Public Right-of-Way).

Sections corner Witnesses

N 1/4 corner Section 11, J-3

Found monument as described and recorded in L.16850, P.429, Oakland County Records.

NE corner Section 11, K-3

Found monument as described and recorded in L.16850, P.432, Oakland County Records.

Certification

I, Marc E. Budzinski, P.S., 53492 being a Licensed Professional Surveyor, hereby certify to the client named hereon that I have surveyed and mapped the parcel(s) hereon described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

This plat was prepared for the exclusive use of the person, persons, or entity named in the certification hereon. Said certificate does not extend to any unnamed person without an express recertification by the surveyor naming said person.



M.E. Budzinski

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS



298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS (SDVOSB)

LAST REVISION:

CLIENT:

**MANCHESTER
13 MILE ROAD, LLC**

NE 1/4, SEC 11, T1N-R8E, NOVI, MI

- (M) - Measured Dist. (R) - Recorded Dist.
- MON - Found Concrete Monument
- FIR/P - Found Iron Rod/Pipe
- SIR - Set Iron Rod
- △ MAG - Set Magnetic Nail
- P.O.B./E. - Point of Beginning/Ending
- ⊙ - Soil Evaluation Dig
- *-*-* - Fence

SCALE: N/A

SHEET: 1 of 4

DATE: 11/20/2018

DR. BY: BN

CHK BY: MB

FILE: 17-072_ROW Ded

JOB No. 17-072

CERTIFIED SURVEY MAP

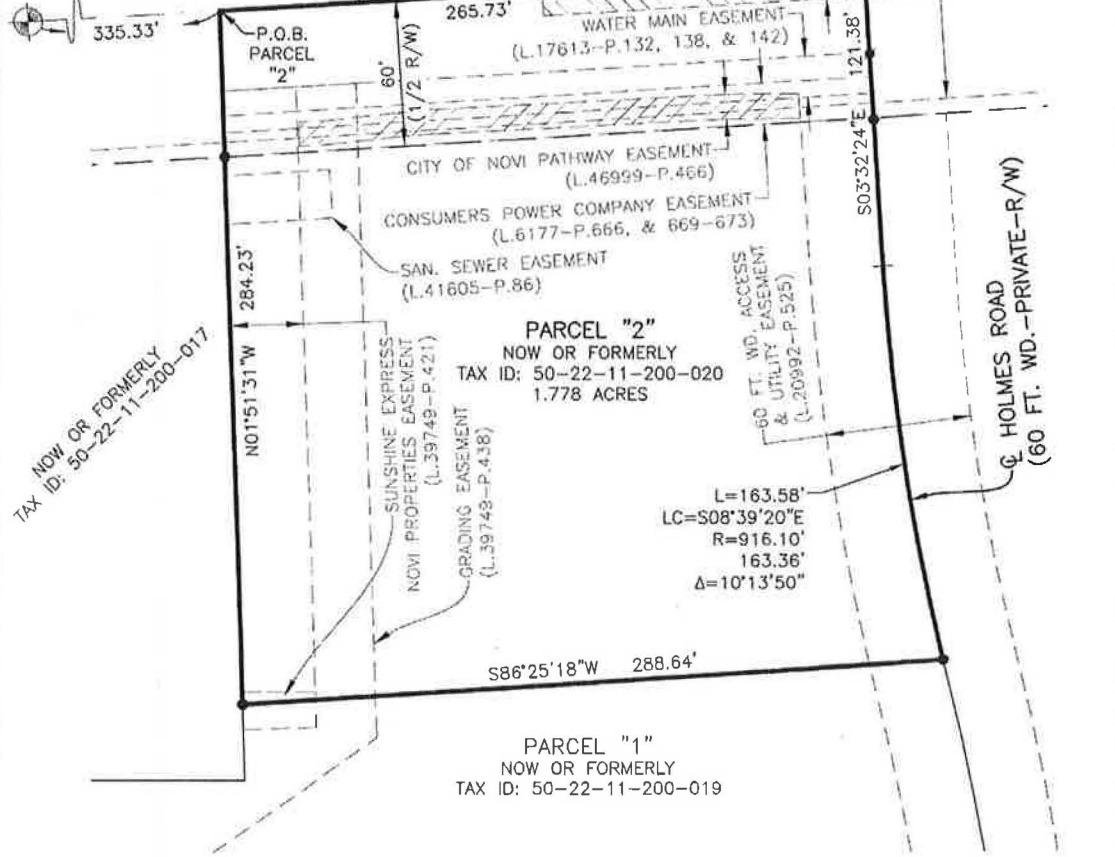
(ROAD DEDICATION)
(TAX ID: 50-22-11-200-020)



N 1/4 COR.
SEC. 11
T1N-R8E
J-03
(L.16850-P.429)

NORTH LINE OF SECTION 11 &
13 MILE ROAD (120 FT. WD.-PUBLIC-R/W)
N86°25'18"E 2672.91'

NE COR.
SEC. 11
T1N-R8E
K-03
(L.16850-P.432)



NOW OR FORMERLY
TAX ID: 50-22-11-200-017

PARCEL "2"
NOW OR FORMERLY
TAX ID: 50-22-11-200-020
1.778 ACRES

PARCEL "1"
NOW OR FORMERLY
TAX ID: 50-22-11-200-019



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

MEGA
Engineering Group Associates, Inc.
Monument Engineering

SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS (SDVOSB)

LAST REVISION:

CLIENT: MANCHESTER	
13 MILE ROAD, LLC	
NE 1/4, SEC 11, T1N-R8E, NOVI, MI	
(M) - Measured Dist. (R) - Recorded Dist.	
● MON - Found Concrete Monument	
● FIR/P - Found Iron Rod/Pipe	
○ SIR - Set Iron Rod	
△ MAG - Set Magnetic Nail	
P.O.B./E. - Point of Beginning/Ending	
⊙ - Soil Evaluation Dig	
*-x-x- - Fence	
DATE: 11/20/2018	DR. BY: BN
SCALE: 1"=60'	CHK BY: MB
SHEET: 2 of 4	JOB No. 17-072
FILE : 17-072_ROW Ded	

CERTIFIED SURVEY MAP

(ROAD DEDICATION)
(TAX ID: 50-22-11-200-020)



N 1/4 COR.
SEC. 11
T1N-R8E
J-03
(L.16850-P.429)

NE COR.
SEC. 11
T1N-R8E
K-03
(L.16850-P.432)



NOW OR FORMERLY
TAX ID: 50-22-11-200-017



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

MEGA
Engineering Group Associates, Inc.
MONUMENT ENGINEERING

SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS (SDVOSB)

LAST REVISION:

DATE: 11/20/2018

SCALE: 1"=60' SHEET: 3 of 4 FILE: 17-072_ROW Ded

CLIENT: **MANCHESTER 13 MILE ROAD, LLC**

NE 1/4, SEC 11, T1N-R8E, N0V1, MI

(M) - Measured Dist. (R) - Recorded Dist.
 ● MON - Found Concrete Monument
 ● FIR/P - Found Iron Rod/Pipe
 ○ SIR - Set Iron Rod
 △ MAC - Set Magnetic Nail
 P.O.B./E. - Point of Beginning/Ending
 ⊙ - Soil Evaluation Dig
 --* - Fence

DR. BY: BN CHK BY: MB

JOB No. 17-072

M. Budzinski

CERTIFIED SURVEY MAP

(ROAD DEDICATION)
(TAX ID: 50-22-11-200-020)

Legal Description Resultant Parcel "2" (As Surveyed)

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Commencing at the North 1/4 of said Section 11; thence along the North line of said Section 11 and centerline of 13 Mile Road (120 Foot Wide-Public-Right-of-Way), N86°25'18"E, 335.33 feet; thence S01°51'31"E, 60.02 feet to the POINT OF BEGINNING of the Parcel to be described;
thence N86°25'18"E, 237.49 feet;
thence S03°32'24"E, 61.36 feet;
thence 163.54 feet, along the arc of a curve to the left, said curve has a radius of 946.10 feet, a central angle of 09°54'15", and a chord which bears S08°29'32"E at a distance of 163.34 feet;
thence S86°25'18"W, 258.17 feet;
thence N01°51'31"W, 224.20 feet to the POINT OF BEGINNING containing 1.256 acres and subject to any easements or restrictions of record.

Legal Description 13 Mile Road Dedication (As Surveyed)

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Commencing at the North 1/4 of said Section 11; thence along the North line of said Section 11 and centerline of 13 Mile Road (120 Foot Wide-Public-Right-of-Way), N86°25'18"E, 335.33 feet to the POINT OF BEGINNING of the Parcel to be described;
thence N86°25'18"E, 265.73 feet;
thence S03°32'24"E, along the centerline of Holmes Road (60 Foot-Wide-Private-Right-of-Way), 60.00 feet;
thence S86°25'18"W, 267.49;
thence N01°51'31"W, 60.02 feet to the POINT OF BEGINNING containing 0.367 acres and subject to any easements or restrictions of record.

Legal Description Holmes Road Dedication (As Surveyed)

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Commencing at the North 1/4 of said Section 11; thence along the North line of said Section 11 and centerline of 13 Mile Road (120 Foot Wide-Public-Right-of-Way), N86°25'18"E, 335.33 feet; thence S01°51'31"E, 60.02 feet; thence N86°25'18"E, 237.49 feet to the POINT OF BEGINNING of the Parcel to be described;
thence N86°25'18"E, 30.00 feet;
thence S03°32'24"E, along the centerline of Holmes Road (60 Foot-Wide-Private-Right-of-Way), 61.38 feet;
thence 163.58 feet, along the arc of a curve to the left and centerline of Holmes Road, said curve has a radius of 916.10 feet, a central angle of 10°13'50", and a chord which bears S08°39'20"E at a distance of 163.36 feet;
thence S86°25'18"W, 30.47 feet;
thence 163.54 feet, along the arc of a curve to the right, said curve has a radius of 946.10 feet, a central angle of 09°54'15", and a chord which bears N08°29'32"W at a distance of 163.34 feet;
thence N03°32'24"W, 61.36 feet to the POINT OF BEGINNING containing 0.155 acres and subject to any easements or restrictions of record.

	INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS 	CLIENT: MANCHESTER 13 MILE ROAD, LLC
	298 VETERANS DRIVE FOWLERVILLE, MICHIGAN 48836 (OFFICE) 517-223-3512 monumentengineering.com SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)	NE 1/4, SEC 11, T1N-R8E, NOVI, MI (M) - Measured Dist. (R) - Recorded Dist. ● MON - Found Concrete Monument ● FIR/P - Found Iron Rod/Pipe ○ SIR - Set Iron Rod ▲ MAG - Set Magnetic Nail P.O.B./E. - Point of Beginning/Ending ● - Soil Evaluation Dig *-*-* - Fence
LAST REVISION:		DR. BY: BN CHK BY: MB
SCALE: N/A	SHEET: 4 of 4	DATE: 11/20/2018 FILE: 17-072_ROW Ded JOB No. 17-072

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Manchester 13 Mile Road, LLC**, a Michigan limited liability company of 45511 Market Street, Shelby Twp., MI 48315, conveys and warrants to **City of Novi**, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100 Dollar (\$1.00).

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

Dated this 30th day of January, 2019.

GRANTOR:

Manchester 13 Mile Road, LLC, a Michigan limited liability company

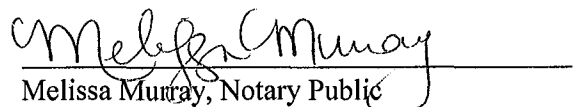


By: Michael Furnari

Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 30th day of January, 2019, before me, personally appeared the above named Michael Furnari, the Manager of Manchester 13 Mile Road, LLC, a Michigan limited liability company and 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.



Melissa Murray, Notary Public

Macomb County, State of Michigan

My commission expires: April 3, 2020

Acting in Oakland County

When Recorded Return to: Cortney Hanson, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
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Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Legal Description 13 Mile Road Dedication (As Surveyed)

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Commencing at the North 1/4 of said Section 11; thence along the North line of said Section 11 and centerline of 13 Mile Road (120 Foot Wide-Public-Right-of-Way), N86°25'18"E, 335.33 feet to the POINT OF BEGINNING of the Parcel to be described;

thence N86°25'18"E, 265.73 feet;

thence S03°32'24"E, along the centerline of Holmes Road (60 Foot-Wide-Private-Right-of-Way), 60.00 feet;

thence S86°25'18"W, 267.49;

thence N01°51'31"W, 60.02 feet to the POINT OF BEGINNING containing 0.367 acres and subject to any easements or restrictions of record.

Commonly known as: Vacant Land, Novi, MI

Part of Tax Parcel 22-11-200-020

CERTIFIED SURVEY MAP

(ROAD DEDICATION)
(TAX ID: 50-22-11-200-020)

RECORDING INFORMATION

THIS IS ATTACHED TO AND MADE PART OF THE SKETCH TO FOLLOW.

Scope of Survey

Monument Engineering Group Associates, Inc. (MEGA) was contracted to perform a road dedication for Tax ID: 50-22-11-200-020.

Bearing Reference

Basis of bearing for this drawing is Michigan State Plane Coordinate System per City of Novi requirements.

Legal Description (As Provided)

Parcel "2" (Tax Id: 50-22-11-200-020):

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the North 1/4 corner of said Section 11;
 thence along the North Section line and the centerline of Thirteen Mile Road, N86°25'18"E, 335.33 feet to the POINT OF BEGINNING;
 thence continuing along said Section line, N86°25'18"E, 265.73 feet;
 thence S03°32'24"E, 121.38 feet;
 thence 163.58 feet along a curve to the left, having a central angle of 10°13'50", a radius of 916.10 feet, and a long chord bearing S08°39'20"E, 163.36 feet;
 thence S86°25'18"W, 288.64 feet;
 thence N01°51'31"W, 284.22 feet to the POINT OF BEGINNING.
 Containing ±1.778 acres of land.

Subject to the rights of the public over 13 Mile Road (120 Foot Wide Public Right-of-Way).

Sections corner Witnesses

N 1/4 corner Section 11, J-3

Found monument as described and recorded in L.16850, P.429, Oakland County Records.


NE corner Section 11, K-3

Found monument as described and recorded in L.16850, P.432, Oakland County Records.

Certification

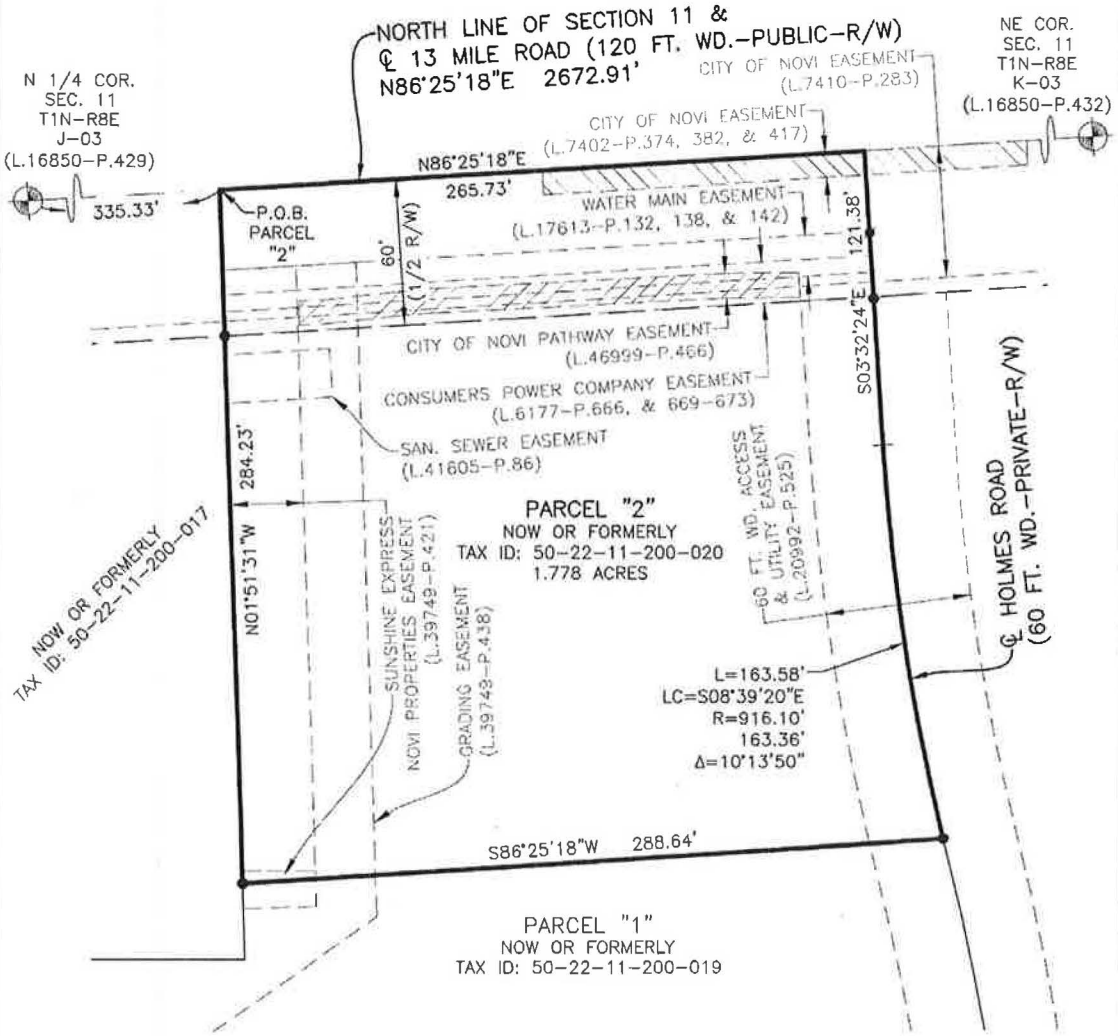
I, Marc E. Budzinski, P.S., 53492 being a Licensed Professional Surveyor, hereby certify to the client named hereon that I have surveyed and mapped the parcel(s) hereon described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

This plat was prepared for the exclusive use of the person, persons, or entity named in the certification hereon. Said certificate does not extend to any unnamed person without an express recertification by the surveyor naming said person.

	INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS  298 VETERANS DRIVE FOWLerville, MICHIGAN 48836 (OFFICE) 517-223-3512 monumentengineering.com SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)	CLIENT: MANCHESTER 13 MILE ROAD, LLC NE 1/4, SEC 11, T1N-R8E, NOVI, MI
	LAST REVISION:	(M) - Measured Dist. (R) - Recorded Dist. ● MON - Found Concrete Monument ● FIR/P - Found Iron Rod/Pipe ○ SIR - Set Iron Rod △ MAG - Set Magnetic Nail P.O.B./E. - Point of Beginning/Ending ⊙ - Soil Evaluation Dig *-*-* - Fence
SCALE: N/A	SHEET: 1 of 4	DATE: 11/20/2018 DR. BY: BN CHK BY: MB FILE: 17-072_ROW Ded JOB No. 17-072

CERTIFIED SURVEY MAP

(ROAD DEDICATION)
(TAX ID: 50-22-11-200-020)



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS (SDVOSB)

LAST REVISION:



CLIENT: **MANCHESTER**
13 MILE ROAD, LLC

NE 1/4, SEC 11, T1N-R8E, NOVI, MI

(M) - Measured Dist. (R) - Recorded Dist.
 ● MON - Found Concrete Monument
 ● FIR/P - Found Iron Rod/Pipe
 ○ SIR - Set Iron Rod
 △ MAG - Set Magnetic Nail
 P.O.B./E. - Point of Beginning/Ending
 ● - Soil Evaluation Dig
 --* - Fence

DATE: 11/20/2018 DR. BY: BN CHK BY: MB

SCALE: 1"=60' SHEET: 2 of 4 FILE : 17-072_ROW Ded JOB No. 17-072

CERTIFIED SURVEY MAP

(ROAD DEDICATION)
(TAX ID: 50-22-11-200-020)



N 1/4 COR.
SEC. 11
T1N-R8E
J-03
(L.16850-P.429)

NE COR.
SEC. 11
T1N-R8E
K-03
(L.16850-P.432)



NOW OR FORMERLY
TAX ID: 50-22-11-200-017

L=163.58'
LC=S08°39'20\"/>



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS
298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com
SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS (SDVOSB)



CLIENT: **MANCHESTER 13 MILE ROAD, LLC**

- NE 1/4, SEC 11, T1N-R8E, N0V1, MI
- (M) - Measured Dist. (R) - Recorded Dist.
 - ⊙ MON - Found Concrete Monument
 - FIR/P - Found Iron Rod/Pipe
 - SIR - Set Iron Rod
 - △ MAC - Set Magnetic Nail
 - P.O.B./E. - Point of Beginning/Ending
 - ⊖ - Soil Evaluation Dig
 - *-*-* - Fence

LAST REVISION:

M. Budzinski

CERTIFIED SURVEY MAP

(ROAD DEDICATION)
(TAX ID: 50-22-11-200-020)

Legal Description Resultant Parcel "2" (As Surveyed)

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Commencing at the North 1/4 of said Section 11; thence along the North line of said Section 11 and centerline of 13 Mile Road (120 Foot Wide-Public-Right-of-Way), N86°25'18"E, 335.33 feet; thence S01°51'31"E, 60.02 feet to the POINT OF BEGINNING of the Parcel to be described;
thence N86°25'18"E, 237.49 feet;
thence S03°32'24"E, 61.36 feet;
thence 163.54 feet, along the arc of a curve to the left, said curve has a radius of 946.10 feet, a central angle of 09°54'15", and a chord which bears S08°29'32"E at a distance of 163.34 feet;
thence S86°25'18"W, 258.17 feet;
thence N01°51'31"W, 224.20 feet to the POINT OF BEGINNING containing 1.256 acres and subject to any easements or restrictions of record.

Legal Description 13 Mile Road Dedication (As Surveyed)

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Commencing at the North 1/4 of said Section 11; thence along the North line of said Section 11 and centerline of 13 Mile Road (120 Foot Wide-Public-Right-of-Way), N86°25'18"E, 335.33 feet to the POINT OF BEGINNING of the Parcel to be described;
thence N86°25'18"E, 265.73 feet;
thence S03°32'24"E, along the centerline of Holmes Road (60 Foot-Wide-Private-Right-of-Way), 60.00 feet;
thence S86°25'18"W, 267.49;
thence N01°51'31"W, 60.02 feet to the POINT OF BEGINNING containing 0.367 acres and subject to any easements or restrictions of record.

Legal Description Holmes Road Dedication (As Surveyed)

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Commencing at the North 1/4 of said Section 11; thence along the North line of said Section 11 and centerline of 13 Mile Road (120 Foot Wide-Public-Right-of-Way), N86°25'18"E, 335.33 feet; thence S01°51'31"E, 60.02 feet; thence N86°25'18"E, 237.49 feet to the POINT OF BEGINNING of the Parcel to be described;
thence N86°25'18"E, 30.00 feet;
thence S03°32'24"E, along the centerline of Holmes Road (60 Foot-Wide-Private-Right-of-Way), 61.38 feet;
thence 163.58 feet, along the arc of a curve to the left and centerline of Holmes Road, said curve has a radius of 916.10 feet, a central angle of 10°13'50", and a chord which bears S08°39'20"E at a distance of 163.36 feet;
thence S86°25'18"W, 30.47 feet;
thence 163.54 feet, along the arc of a curve to the right, said curve has a radius of 946.10 feet, a central angle of 09°54'15", and a chord which bears N08°29'32"W at a distance of 163.34 feet;
thence N03°32'24"W, 61.36 feet to the POINT OF BEGINNING containing 0.155 acres and subject to any easements or restrictions of record.

	INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS 	CLIENT: MANCHESTER 13 MILE ROAD, LLC
	298 VETERANS DRIVE FOWLERVILLE, MICHIGAN 48836 (OFFICE) 517-223-3512 monumentengineering.com SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)	NE 1/4, SEC 11, T1N-R8E, NOVI, MI (M) - Measured Dist. (R) - Recorded Dist. ● MON - Found Concrete Monument ● FIR/P - Found Iron Rod/Pipe ○ SIR - Set Iron Rod ▲ MAG - Set Magnetic Nail P.O.B./E. - Point of Beginning/Ending ● - Soil Evaluation Dig *-*-* - Fence
LAST REVISION:		DR. BY: BN CHK BY: MB
SCALE: N/A	SHEET: 4 of 4	DATE: 11/20/2018 FILE: 17-072_ROW Ded JOB No. 17-072



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

300 East Long Lake Road, Suite 300, Bloomfield Hills, Michigan, 48304,
(248)540-4102, mi.bloomfield@firstam.com

File No. 824861

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 824861

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 300 East Long Lake Road, Suite 300,
Bloomfield Hills, MI 48304

Commitment No.: 824861

Issuing Office File No.: 824861

Property Address: Vacant W 13 Mile Road, Novi, MI 48377

Revision: B

SCHEDULE A

1. Commitment Date: September 19, 2018 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: Sunshine Market Novi Retail #1, LLC, a Michigan limited liability company
Proposed Policy Amount: \$955,000.00
3. The estate or interest in the Land described or referred to in this Commitment is
Fee Simple
4. The Title is, at the Commitment Date, vested in:

Manchester 13 Mile Road, LLC, a Michigan limited liability company
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Authorized Signatory

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 824861

Commitment No.: 824861

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by the Company and signed by or on behalf of all owners.
6. If the Company has been requested to limit the exception for rights of tenants to rights of tenant, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the company that there are no rights of first refusal or options to purchase in favor of any tenant.
7. Submit a copy of the operating agreement of Manchester 13 Mile Road, LLC, a Michigan limited liability company. Further requirements may be made upon review of the operating agreement.
8. Provide satisfactory evidence of the authority of the person or persons authorized to execute the Deed on behalf of Manchester 13 Mile Road, LLC, a Michigan limited liability company.
9. Warranty Deed from Manchester 13 Mile Road, LLC, a Michigan limited liability company to Sunshine Market Novi Retail #1, LLC, a Michigan limited liability company.
10. Application has been made for the issuance of Owner's policy without standard exceptions. Such policy will be issued upon receipt of the following:
 - a) A fully executed Owner's affidavit which evidences there has been no work completed on the property within the last 90 days or, if work has been completed, a final sworn statement satisfactory to First American Title Insurance Company. Full unconditional waivers of lien must accompany such affidavit; and
 - b) An ALTA/NSPS survey or other survey satisfactory to First American Title Insurance Company. Additional exceptions will be made for any easements, encroachments or other matters which may be disclosed by the survey.

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11. Sanitary Sewer Easement in favor of Manchester 13 Mile Road, LLC, a Michigan limited liability company .
12. Pay unpaid taxes and assessments unless shown as paid.
13. All Taxes paid to and including 2017
2017 Winter Taxes PAID in the amount of \$51.92
2018 Summer Taxes PAID in the amount of \$3,608.73, includes \$194.58 for Vistas of Novi 1
Tax Item No. 22-11-200-020
Property Address: Vacant W 13 Mile Road, Novi, MI 48377

Special Assessment for Vistas of Novi 179 15 Parts, 1 Paid, 14 DUE.

NOTE: If the Land is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 824861

Commitment No.: 824861

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Easement in favor of Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 6177, page 666, Liber 6177, page 669, Liber 6177, page 670, Liber 6177, page 671 and Liber 6177, page 672 and Liber 6177, page 673.
8. Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 7402, page 382, Liber 7402, page 417 and Liber 7402, page 374.
9. Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 7410, page 283.

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10. Terms and Conditions contained in Planned Unit Development Agreement as disclosed by instrument recorded in Liber 11963, page 273. Amendments as disclosed by instruments recorded in Liber 12218, page 187, Liber 15367, page 110 and Liber 19623, page 79. Collateral Assignment of Planned Unit Development as disclosed by instrument recorded in Liber 12000, page 126.
11. Terms and Conditions contained in Declaration of Covenants, Conditions and Restrictions as disclosed by instrument recorded in Liber 13736, page 507. First Amendment to Declaration of Covenants, Conditions and Restrictions as disclosed by instrument recorded in Liber 14813, page 572. Second Amendment to Declaration of Covenants, Conditions and Restrictions as disclosed by instrument recorded in Liber 15815, page 683.
12. Water Main Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 17613, page 132, Liber 17613, page 138 and Liber 17613, page 142.
13. Terms and Conditions contained in Declaration of Reciprocal Access and Utility Easement as disclosed by instrument recorded in Liber 20992, page 525.
14. Terms and Conditions contained in Declaration of Storm Water Drainage and Sedimentation Basin Easement as disclosed by instrument recorded in Liber 20992, page 547.
15. Terms and Conditions contained in Declaration of Reciprocal Temporary Construction Access Easement as disclosed by instrument recorded in Liber 20992, page 563.
16. Easement to Sandstone for Ingress, Egress and Utilities and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 39749, page 362.
17. Easement to Sandstone for Ingress, Egress - Turn Radius and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 39749, page 390.
18. Omit.
19. Easement to Sunshine Express Novi Properties for Ingress and Egress (13 Mile Road) and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 39749, page 421.
20. Terms and Conditions contained in Agreement for Grading and Easement for Grading Work as disclosed by instrument recorded in Liber 39749, page 438.
21. Sanitary Sewer System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 41605, page 86.
22. Pathway Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 46999, page 466.
23. Sanitary Sewer System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 51734, page 544.
24. Water System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 51734, page 553.
25. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
26. Survey by SES Engineering Group, Inc., dated September 10, 2012, Job No. 2012-002, discloses the following:
 - a. Water main and overhead utility lines crossing property and property lines.
 - b. Asphalt, concrete curb and telephone box encroach into subject property from the North.

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27. Rights of tenants, if any, under any unrecorded leases.
28. Lien for outstanding water or sewer charges, if any.
29. Sanitary Sewer Easement in favor of Manchester 13 Mile Road, LLC, a Michigan limited liability company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber _____, page_____.
30. Terms and Conditions contained in Stipulated Order Amending Consent Judgment dated July 24, 2002, and June 25, 2002 Agreement for Entry of Consent Judgment as to 21-Acre Property Only as disclosed by instrument recorded in Liber 52162, page 649, pursuant to Oakland County Circuit Court Case No. 95-501532-CK.

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First American

Schedule C

ISSUED BY

First American Title Insurance Company

File No:824861

Commitment No.: 824861

Land in the City of Novi, Oakland County, MI, described as follows:

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the North 1/4 corner of said Section 11; thence along the North Section line and the centerline of Thirteen Mile Road, North 86 degrees 25 minutes 18 seconds East, 335.33 feet to the Point of Beginning; thence continuing along said Section line, North 86 degrees 25 minutes 18 seconds East, 265.73 feet; thence South 03 degrees 32 minutes 24 seconds East 121.38 feet; thence 163.58 feet along a curve to the left, having a central angle of 10 degrees 13 minutes 50 seconds, a radius of 916.10 feet, and a long chord bearing South 08 degrees 39 minutes 20 seconds East, 163.36 feet; thence South 86 degrees 25 minutes 18 seconds West, 288.52 feet; thence North 01 degree 51 minutes 31 seconds West, 284.22 feet to the Point of Beginning.

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Loan Policy
Issued By
FIRST AMERICAN TITLE INSURANCE COMPANY
Schedule A

Policy Number: **PROFORMA** Date of Policy: **Date of recording of the insured**
File Number: **TC13-65777** **mortgage**
Loan Amount: **\$33,310,800.00** Amount of Insurance: **\$33,310,800.00**

1. **Name of Insured:**
Love Funding Corporation, a Virginia corporation, and/or the Secretary of Housing and Urban Development, their successors and/or assigns, as their interests may appear
2. **The estate or interest in the land which is encumbered by the insured mortgage is:**
Fee Simple
3. **Title to the estate or interest in the land is vested in:**
Manchester 13 Mile Road, LLC, a Michigan limited liability company
4. **The insured mortgage and assignments thereof, if any, are described as follows:**
Multifamily Mortgage in the amount of \$33,310,800.00 made by Manchester 13 Mile Road, LLC, a Michigan limited liability company to Love Funding Corporation, a Virginia corporation, and/or the Secretary of Housing and Urban Development dated _____, 2017 and recorded _____, 2017 in Liber _____, Page, _____, Oakland County Records.
Regulatory Agreement for Multifamily Projects made by Manchester 13 Mile Road, LLC, a Michigan limited liability company and the Secretary of Housing and Urban Development, dated _____, 2017 and recorded _____, 2017 in Liber _____, Page, _____, Oakland County Records.

NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN.

Dated: **May 18, 2017**

Issued at: **Title Connect, LLC., 28470 W. 13 Mile Rd., STE 325, Farmington Hills, Michigan 48334**



- Authorized Officer or Agent

This policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A

Policy - Loan 2006
loan policy 2006.doc

Schedule A - Continuation

THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A CERTIFICATE OF TITLE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY.

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

PARCEL A:

Part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the North 1/4 corner of said Section 11; thence along the North Section line and the centerline of Thirteen Mile Road, North 86 degrees 25 minutes 18 seconds East, 335.33 feet and South 01 degrees 51 minutes 31 seconds East 284.22 feet from the North 1/4 corner of said Section 11 to the Point of Beginning; thence; North 86 degrees 25 minutes 18 seconds East 288.52 feet; thence 8.76 feet along a curve to the left, having a central angle of 0 degrees 32 minutes 52 seconds, a radius of 916.10 feet, and a long chord bearing South 14 degrees 02 minutes 41 seconds East 8.76 feet; thence 226.03 feet along a reverse curve to the right, having a central angle of 14 degrees 08 minutes 17 seconds, a radius of 916.02 feet and a long chord bearing South 07 degrees 14 minutes 59 seconds East 225.46 feet; thence South 00 degrees 10 minutes 51 seconds East 375.82 feet; thence South 89 degrees 47 minutes 21 seconds West 30 feet; thence South 00 degrees 27 minutes 53 seconds East, 154.74 feet; thence 50.22 feet along a curve to the left, having a central angle of 05 degrees 25 minutes 44 seconds, a radius of 530 feet and a long chord bearing South 03 degrees 10 minutes 46 seconds East 50.20 feet; thence South 59 degrees 10 minutes 27 seconds West, 148.46 feet; thence South 30 degrees 49 minutes 33 seconds East, 70.00 feet; thence South 44 degrees 11 minutes 31 seconds West, 83.09 feet; thence South 38 degrees 37 minutes 40 seconds West, 83.15 feet; thence South 29 degrees 57 minutes 42 seconds West, 83.14 feet; thence South 22 degrees 20 minutes 04 seconds West, 83.14 feet; thence North 68 degrees 24 minutes 00 seconds West, 183.15 feet; thence North 40 degrees 41 minutes 20 seconds West, 208.19 feet to a point on the North-South 1/4 Section line of said Section 11; thence along said North-South 1/4 Section line, North 02 degrees 38 minutes 07 seconds West 32.19 feet; thence North 70 degrees 10 minutes 14 seconds West 34.31 feet; thence South 56 degrees 38 seconds 23 seconds West 110.32 feet; thence North 16 degrees 28 seconds 01 seconds West 68.37 feet; thence North 22 degrees 37 minutes 19 seconds East 39.31 feet; thence North 12 degrees 20 minutes 31 seconds West 56.16 feet; thence North 29 degrees 56 minutes 55 seconds West 34.93 feet; thence North 45 degrees 48 minutes 56 seconds West 87.10 feet; thence North 82 degrees 13 minutes 59 seconds West 39.80 feet; thence South 89 degrees 03 minutes 15 seconds West 104.09 feet; thence South 49 degrees 42 minutes 59 seconds West 52.47 feet; thence South 76 degrees 02 minutes 17 seconds West 90.48 feet; thence North 08 degrees 09 minutes 23 seconds East 74.38 feet; thence North 25 degrees 34 minutes 09 seconds West

Schedule A - Continuation

78.46 feet; thence South 88 degrees 17 minutes 08 seconds West 29.80 feet; thence North 50 degrees 14 minutes 40 seconds West 24.67 feet; thence North 79 degrees 48 minutes 07 seconds West 34.29 feet; thence South 87 degrees 13 minutes 32 seconds West 55.93 feet; thence North 47 degrees 28 minutes 32 seconds West 85.53 feet; thence North 04 degrees 07 minutes 29 seconds West 81.16 feet to a point on the Southeasterly Right of Way line of Novi Road (120 feet wide); thence along said Right of Way line, North 87 degrees 09 minutes 23 seconds East 307.93 feet; thence 450.05 feet along a curve to the left, having a central angle of 50 degrees 33 minutes 39 seconds, a radius of 510.00 feet and a chord bearing North 61 degrees 52 minutes 33 seconds East 435.59 feet; thence 276.45 feet on a non-tangent curve to the left having a central angle of 31 degrees 03 minutes 29 seconds, a radius of 510.00 feet, and a long chord bearing North 21 degrees 04 minutes 03 seconds East 273.08 feet; thence South 89 degrees 59 minutes 06 seconds East 221.57 feet; thence North 01 degrees 51 minutes 31 seconds West 23.80 feet to the point of beginning.

Schedule B - Part I

Except as provided in Schedule B – Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

Standard Exceptions:

NONE.

Specific Exceptions:

1. INTENTIONALLY DELETED

2. Rights of tenants under any unrecorded leases, as to tenants only, with a remaining term of one year or less.

3. Terms, provisions and conditions of Easements in favor of Consumers Power Company as set forth in instruments recorded in Liber 6177, Page 666, Liber 6177, Page 669, Liber 6177, Page 670, Liber 6177, Page 671, Liber 6177, Page 672 and Liber 6177, Page 673, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

4. Terms, provisions and conditions of Easements in favor of City of Novi as set forth in instruments recorded in Liber 7402, Page 382, Liber 7402, Page 374 and in Liber 7402, Page 417, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

5. Terms, provisions and conditions of Easement in favor of City of Novi as to slope rights as set forth in instrument recorded in Liber 7410, Page 283, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

6. Terms, provisions and conditions of Planned Unit Development Agreement with the City of Novi as set forth in instrument recorded in Liber 11963, Page 273, and amended by Amendments to said agreement recorded in Liber 12218, Page 187, Liber 15367, Page 110, and in Liber 19623, Page 79.

7. Terms, provisions and conditions of Declaration of Covenants, Conditions and Restrictions as set forth in instrument recorded in Liber 13736, Page 507. Said instrument has been amended by First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Liber

This policy is invalid unless the cover sheet and Schedule A are attached.

14813, Page 572 and Second Amendment recorded in Liber 15815, Page 683, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

8. Terms, provisions and conditions of Declaration of Covenants, Conditions and Restrictions Water Main Easements in favor of the City of Novi as set forth in instruments recorded in Liber 17613, Page 132, Liber 17613, Page 138 and in Liber 17613, Page 142, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

9. Terms, provisions and conditions of Declaration of Reciprocal Access and Utility Easement as set forth in instrument recorded in Liber 20992, Page 525, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

10. Terms, provisions and conditions of Declaration of Storm Water Drainage and Sedimentation Basin Easement as set forth in instrument recorded in Liber 20992, Page 547, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

11. Terms, provisions and conditions of Declaration of Reciprocal Temporary Construction Access Easement as set forth in instrument recorded in Liber 20992, Page 563, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

12. Terms, provisions and conditions of Easement to Sandstone for Ingress, Egress and Utilities as set forth in instrument recorded in Liber 39749, Page 362, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

13. Terms, provisions and conditions of Easement to Sandstone for Ingress and Egress-Turn Radius as set forth in instrument recorded in Liber 39749, Page 390, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

14. Terms, provisions and conditions of Easement to Sunshine Express Novi Properties (for Ingress and Egress (Novi Road) as set forth in instrument recorded in Liber 39749, Page 402, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

15. Terms, provisions and conditions of Easement to Sunshine Express Novi Properties for Ingress and Egress (13 Mile Road) as set forth in instrument recorded in Liber 39749, Page 421, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

This policy is invalid unless the cover sheet and Schedule A are attached.

16. Terms, provisions and conditions of Agreement for Grading and Easement for Grading Work as set forth in instrument recorded in Liber 39749, Page 438, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

17. Terms, provisions and conditions of Sanitary Sewer System Easement with the City of Novi as set forth in instrument recorded in Liber 41605, Page 86, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

18. Terms, provisions and conditions of Pathway Easement in favor of City of Novi as set forth in instrument recorded in Liber 46999, Page 466, Oakland County Records as shown on ALTA/ACSM Land Title Survey prepared by SEG Engineering Group, LLC dated 2/14/17.

19. Any rights, easements, interests or claims which may exist by reason of or reflected by the following facts shown on the survey dated September 10, 2012 by SEG Engineering Group, Job No. 2012-002.a. Water main and overhead utility lines crossing property and property lines.b. Hydrant on property.c. Fence outside Southerly and Easterly property lines and inside Southerly property line.d. Asphalt, concrete curb and telephone box encroach into subject property from the North.e. Guard Rail inside Easterly property line.f. Sign island encroaches into Novi Road right of way.

20. Any rights, easements, interests or claims which may exist by reason of or reflected by the following facts shown on the survey dated July 6, 2016 by Storey Engineering Group, LLC Engineering Group, Job No. 12-040. Road Right of Ways, Detention Pond and Wetlands on and adjacent to subject property.

21. Rights of the public and any governmental unit in any part of the land taken, deeded or used for street, road or highway purposes.

22. INTENTIONALLY DELETED

23. Taxes for the year 2017 and subsequent years, a lien but not yet due and payable.

End of Schedule B – Part I

This policy is invalid unless the cover sheet and Schedule A are attached.

SCHEDULE B-II
LOAN POLICY

Policy No. PROFORMA

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

1. UCC Financing Statement naming Manchester 13 Mile Road, LLC, a Michigan limited liability company as debtor, Love Funding Corporation, a Virginia Corporation, as secured party and the Secretary of Housing and Urban Development as additional secured party, recorded _____, 2017 in Liber _____, Page, _____, Oakland County Records.

End of Schedule B – Part II

This policy is invalid unless the cover sheet and Schedule A are attached.



First American Title

ZONING ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: PROFORMA

File No.: TC13-65777

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
 - a. According to applicable zoning ordinances and amendments, the Land is not classified Zone RA, Residential Acreage;
 - b. The following use or uses are not allowed under that classification: Multi-family residential
2. There shall be no liability under this endorsement based on
 - a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
 - b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
 - c. The refusal of any person to purchase, lease or lend money on the Title covered by this policy.

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

**ENVIRONMENTAL PROTECTION
LIEN ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: PROFORMA

File No.: TC13-65777

The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.

The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over

- (a) any environmental protection lien that, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or is filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided by any state statute in effect at Date of Policy, except environmental protection liens provided by the following state statutes:

Sections 11143 (3) and 20138 (2) (a), (4) and (6) of the Natural Resources and Environmental Protection Act, Act 451 of 1994; MCL 324.11143 (3) and 324.20138 (2) (a), (4) and (6).

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

Date:

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



**RESTRICTIONS, ENCROACHMENTS,
MINERALS – LOAN POLICY ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: PROFORMA

File No.: TC13-65777

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy,
 - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation of a Covenant that:
 - i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
 - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage,
or
 - iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
 - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - c. Enforced removal of an Improvement located on the Land as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. The Company insures against loss or damage sustained by reason of:
 - a. An encroachment of:
 - i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
 - ii. an Improvement located on adjoining land onto the Land at Date of Policy,
unless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.i. or 4.a.ii.;
 - b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
 - c. Damage to an Improvement located on the Land, at Date of Policy:
 - i. that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or

- ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
- a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.
 - d. contamination, explosion, fire, fracturing vibration, earthquake or subsidence; or
 - e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
Dennis J. Gilmore
President

Timothy Kemp
Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

PRIVATE RIGHTS – LOAN POLICY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: **PROFORMA**

File No.: TC13-65777 _____

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
 - b. "Private Right" means (i) a private charge or assessment; (ii) an option to purchase; (iii) a right of first refusal; or (iv) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured under this Loan Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy (a) results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or (b) causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
 - d. any Private Right in an instrument identified in Exception(s) _____ in Schedule B.

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

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

**ACCESS AND ENTRY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: PROFORMA

File No.: TC13-65777

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

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

Date:

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

**SINGLE TAX PARCEL
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: proforma

File No.: tc13-65777

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

DOING BUSINESS ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: proforma

File No.: tc13-65777

The Company insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage on the ground that making the loan secured by the Insured Mortgage constituted a violation of the "doing-business" laws of the State where the Land is located because of the failure of the Insured to qualify to do business under those laws.

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

Date:

First American Title Insurance Company



Dennis J. Gilmore *Timothy Kemp*

Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

SAME AS SURVEY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: PROFORMA

File No.: TC13-65777

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Storey Engineering Group, LLC dated 2/14/17, and designated Job No. 2012-002.

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

USURY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: PROFORMA

File No.: TC13-65777

The Company insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness because the loan secured by the Insured Mortgage violates the usury law of the state where the Land is located.

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

**EASEMENT – DAMAGE OR ENFORCED
REMOVAL ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: PROFORMA

File No.: TC13-65777

The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in Exception(s) 3 - 5 and 8 - 18 of Schedule B results in:

- (1) damage to an existing building located on the Land, or
- (2) enforced removal or alteration of an existing building located on the Land.

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

**ENCROACHMENTS – BOUNDARIES AND EASEMENTS
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: PROFORMA

File No.: TC13-65777

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
 - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
 - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
 - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the encroachments listed as Exceptions N/A of Schedule B.

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

**CONSTRUCTION LOAN LOSS OF PRIORITY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.:PROFORMA

File No.: TC13-65777

1. Covered Risk 11(a) of this policy is deleted.
2. The insurance [for Construction Loan Advances] added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Policy, the provisions of the Conditions, and the exceptions contained in Schedule B. For the purposes of this endorsement and each subsequent Disbursement Endorsement:
 - (a) "Date of Coverage", is [Date of Policy] unless the Company sets a different Date of Coverage by an ALTA 33-06 Disbursement Endorsement issued at the discretion of the Company.
 - (b) "Construction Loan Advance," shall mean an advance that constitutes indebtedness made on or before Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
 - (c) "Mechanic's Lien," shall mean any statutory lien or claim of lien, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - (a) The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage;
 - (b) The lack of priority of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and
 - (c) The lack of priority of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic's Lien, if notice of the Mechanic's Lien is not filed or recorded in the Public Records, but only to the extent that the charges for the services, labor, materials or equipment for which the Mechanic's Lien is claimed were designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Insured on or before Date of Coverage.
4. This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of any Mechanic's Lien arising from services, labor, material or equipment:
 - a. furnished after Date of Coverage; or
 - b. not designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Insured on or before Date of Coverage.

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

Date:

First American Title Insurance Company



Handwritten signature of Dennis J. Gilmore in cursive.

Dennis J. Gilmore
President

Handwritten signature of Timothy Kemp in cursive.

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

DISBURSEMENT ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: PROFORMA

File No.: TC13-65777

1. The Date of Coverage is amended to
 - [a. The current disbursement is: \$]
 - [b. The aggregate amount, including the current disbursement, recognized by the Company as disbursed by the Insured is: \$]
2. Schedule A is amended as follows:
3. Schedule B is amended as follows:
 - [Part I]
 - [Part II]

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

POLICY AUTHENTICATION ENDORSEMENT

Issued by

First American Title Insurance Company

| Attached to Policy No.: ———PROFORMA

| File No.: ———TC13-65777

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

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

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature



First American Title

**DELETION OF ARBITRATION – ALTA LOAN POLICY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: **PROFORMA**

File No.: **TC13-65777**

1. The policy is hereby amended by deleting Paragraph 13 from the Conditions of the policy.

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

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature