



CITY of NOVI CITY COUNCIL

Agenda Item E
April 15, 2019

SUBJECT: Approval of Warranty Deed to dedicate 30 feet to 35 feet of variable half-width right-of-way along the south side of Flint Street (aka: Bond Street) along the frontage of the proposed The Bond (Mixed-Use) Development (parcels 50-22-22-226-003 and 50-22-22-226-005).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The Bond at Novi, LLC, is requesting the acceptance of a Warranty Deed conveying proposed right-of-way along the south side of Flint Street (aka: Bond Street), varying from 30 feet to 35 feet in width, along the frontage of the proposed the Bond at Novi residential development. The proposed right-of-way dedication will bring this segment of Bond Street to a master planned total 70-foot variable width right-of-way.

The enclosed letter from City Attorney (Beth Saarela, March 19, 2019) provides the Warranty Deed prepared for this dedication. This warranty deed and its exhibits have been reviewed and approved by the City Attorney and City's Engineering Consultant, Spalding DeDecker (Review letter, March 6, 2019) and are recommended for acceptance.

RECOMMENDED ACTION: Approval of Warranty Deed to dedicate 30 feet to 35 feet of variable half-width right-of-way along the south side of Flint Street (aka: Bond Street) along the frontage of the proposed The Bond (Mixed-Use) Development (parcels 50-22-22-226-003 and 50-22-22-226-005).

The Bond at Novi

Bond Street right-of-way dedication

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

Feet
0 75 150 300 450

1 inch = 366 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

March 19, 2019

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: The Bond JSP 18-10
Right-of-Way Acceptance Documents – Flint Street**

Dear Mr. Herczeg:

We have received and reviewed the following **original** documents for The Bond multifamily residential development, a copy of which are enclosed:

1. Warranty Deed for Flint Street ROW (**Approved**)
2. Resolution of Managers of Bond of Novi, LLC
3. Title Search

Warranty Deed

The Warranty Deed provided conveys the Flint Street ROW adjacent to the Bond Development to the City. The Warranty Deed is consistent with the title search provided and has been executed in accordance with the Resolution of the Managers of the entity that owns the Development and appears to be acceptable. The legal descriptions of the right-of-way area being dedicated have been reviewed and approved by the City's Consulting Engineer. The property owner has requested, pursuant to the enclosed correspondence, that the original Warranty Deed be held in escrow in our file until such time as the Development Agreement has been approved and executed. The Warranty Deed may be placed on the same City Council for acceptance as the Development Agreement and may be accepted once the Development Agreement is approved.

Once accepted, the Warranty Deed should be recorded by the City Clerk's Office in the usual manner.

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

Jeffrey Herczeg, Director of Public Works
City of Novi
March 19, 2019
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

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

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Bond at Novi, LLC, whose address is 2502 Lake Lansing Road, Suite C, Lansing, Michigan 48912-3661 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 for right-of-way purposes, 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 Dollars (\$1.00).

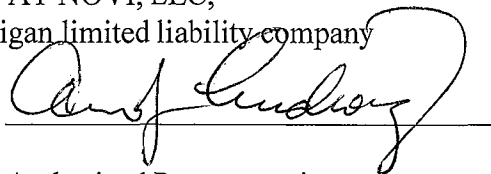
THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

Dated this _____ day of _____, 2019.

GRANTOR:

BOND AT NOVI, LLC,
a Michigan limited liability company

By:



Its: Authorized Representative

STATE OF Michigan)
) ss.
COUNTY OF Oakland)

On this 18th day of March, 2019, before me, personally appeared the above named Albert Ludwig, the Authorized Representative of The Bond of Novi, LLC, 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.

Linda Marie Checkley
Notary Public
Acting in Oakland County, MI
My commission expires 10/13/2024

LINDA MARIE CHECKLEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF Oakland

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
---	--	---

Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A

43443 Flint St., Novi, MI

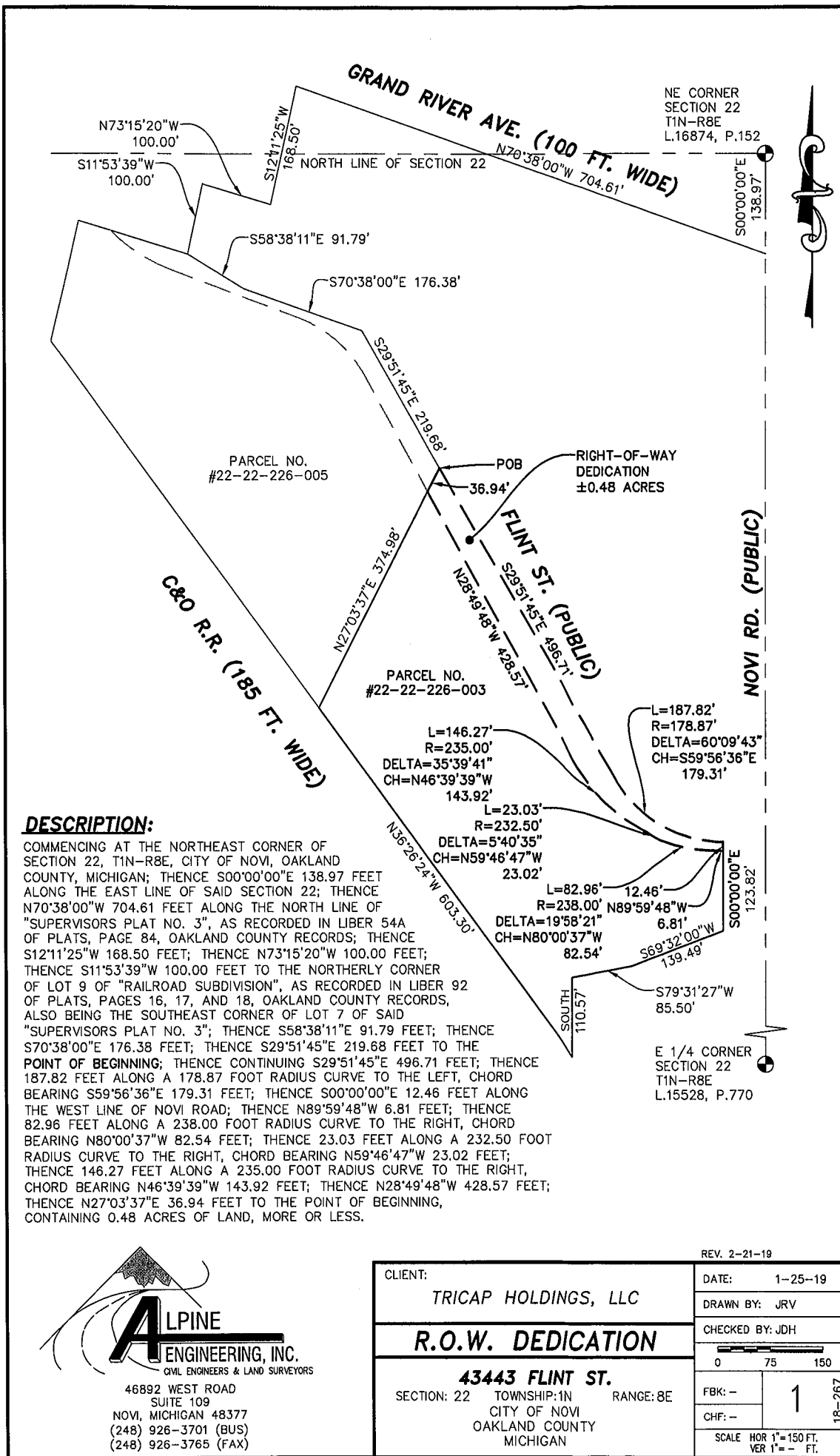
Parcel 1 (Parcel No. 22-22-226-003) ROW Dedication Description:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 22, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°00'00"E 138.97 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE N70°38'00"W 704.61 FEET ALONG THE NORTH LINE OF "SUPERVISORS PLAT NO. 3", AS RECORDED IN LIBER 54A OF PLATS, PAGE 84, OAKLAND COUNTY RECORDS; THENCE S12°11'25"W 168.50 FEET; THENCE N73°15'20"W 100.00 FEET; THENCE S11°53'39"W 100.00 FEET TO THE NORTHERLY CORNER OF LOT 9 OF "RAILROAD SUBDIVISION", AS RECORDED IN LIBER 92 OF PLATS, PAGES 16, 17, AND 18, OAKLAND COUNTY RECORDS, ALSO BEING THE SOUTHEAST CORNER OF LOT 7 OF SAID "SUPERVISORS PLAT NO. 3"; THENCE S58°38'11"E 91.79 FEET; THENCE S70°38'00"E 176.38 FEET; THENCE S29°51'45"E 219.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S29°51'45"E 496.71 FEET; THENCE 187.82 FEET ALONG A 178.87 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S59°56'36"E 179.31 FEET; THENCE S00°00'00"E 12.46 FEET ALONG THE WEST LINE OF NOVI ROAD; THENCE N89°59'48"W 6.81 FEET; THENCE 82.96 FEET ALONG A 238.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N80°00'37"W 82.54 FEET; THENCE 23.03 FEET ALONG A 232.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N59°46'47"W 23.02 FEET; THENCE 146.27 FEET ALONG A 235.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N46°39'39"W 143.92 FEET; THENCE N28°49'48"W 428.57 FEET; THENCE N27°03'37"E 36.94 FEET TO THE POINT OF BEGINNING, CONTAINING 0.48 ACRES OF LAND, MORE OR LESS.

Parcel 2 (Parcel No. 22-22-226-005) ROW Dedication Description:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 22, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°00'00"E 138.97 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE N70°38'00"W 704.61 FEET ALONG THE NORTH LINE OF "SUPERVISORS PLAT NO. 3", AS RECORDED IN LIBER 54A OF PLATS, PAGE 84, OAKLAND COUNTY RECORDS; THENCE S12°11'25"W 168.50 FEET; THENCE N73°15'20"W 100.00 FEET; THENCE S11°53'39"W 100.00 FEET TO THE NORTHERLY CORNER OF LOT 9 OF "RAILROAD SUBDIVISION", AS RECORDED IN LIBER 92 OF PLATS, PAGES 16, 17, AND 18, OAKLAND COUNTY RECORDS, ALSO BEING THE SOUTHEAST CORNER OF LOT 7 OF SAID "SUPERVISORS PLAT NO. 3" AND THE POINT OF BEGINNING; THENCE S58°38'11"E 91.79 FEET; THENCE S70°38'00"E 176.38 FEET; THENCE S29°51'45"E 219.68 FEET; THENCE S27°03'37"W 36.94 FEET; THENCE N28°49'48"W 184.07 FEET; THENCE 125.39 FEET ALONG A 176.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°14'23"W 122.75 FEET; THENCE N69°38'58"W 187.64 FEET; THENCE 105.11 FEET ALONG A 257.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N57°55'57"W 104.38 FEET;

THENCE S73°24'45"E 113.49 FEET TO THE POINT OF BEGINNING,
CONTAINING 0.30 ACRES OF LAND, MORE OR LESS.



NE CORNER
SECTION 22
T1N-R8E
L.16874, P.152



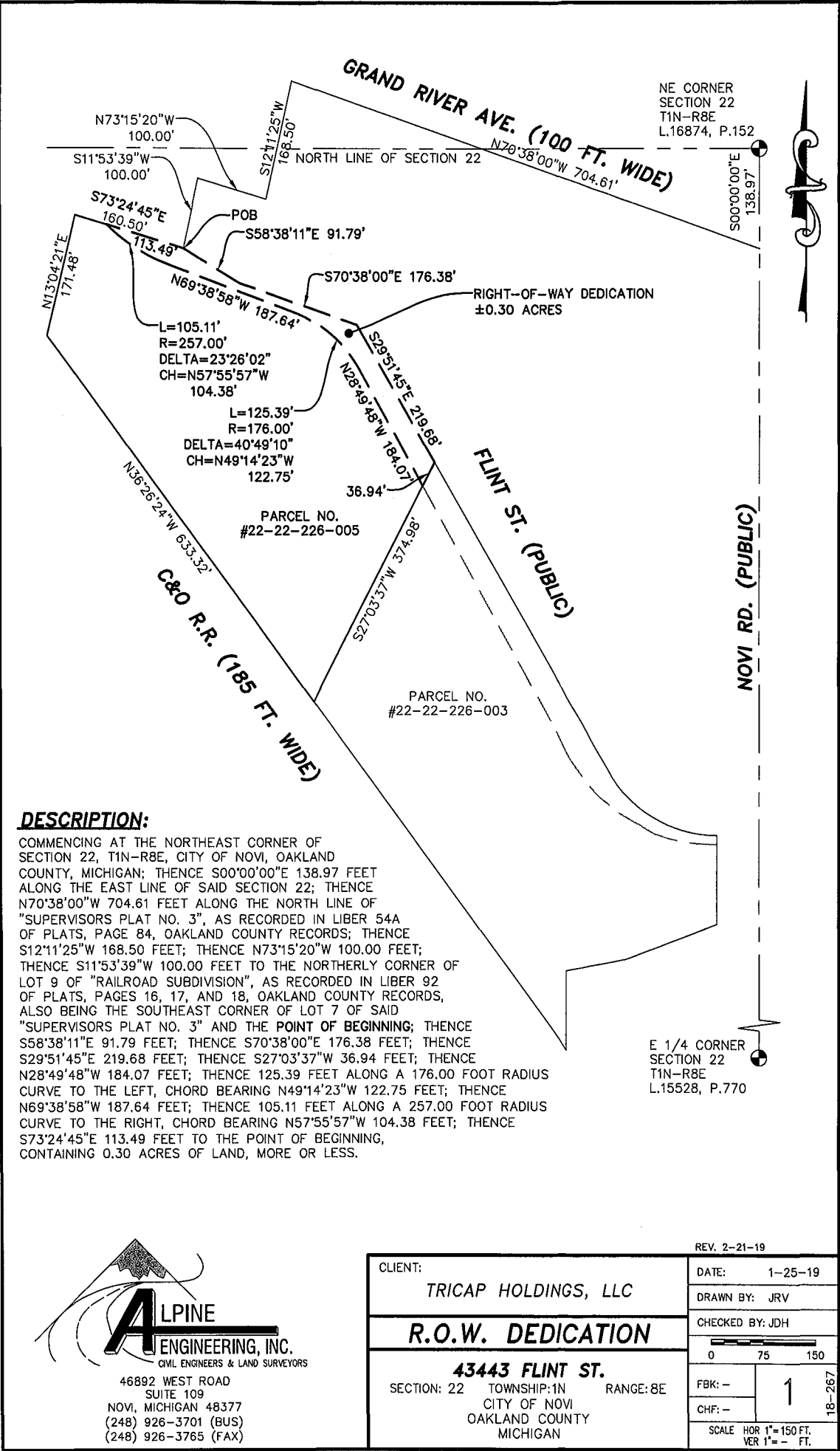
DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 22, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°00'00"E 138.97 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE N70°38'00"W 704.61 FEET ALONG THE NORTH LINE OF "SUPERVISORS PLAT NO. 3", AS RECORDED IN LIBER 544 OF PLATS, PAGE 84, OAKLAND COUNTY RECORDS; THENCE S12°11'25"W 168.50 FEET; THENCE N73°15'20"W 100.00 FEET; THENCE S11°53'39"W 100.00 FEET TO THE NORTHERLY CORNER OF LOT 9 OF "RAILROAD SUBDIVISION", AS RECORDED IN LIBER 92 OF PLATS, PAGES 16, 17, AND 18, OAKLAND COUNTY RECORDS, ALSO BEING THE SOUTHEAST CORNER OF LOT 7 OF SAID "SUPERVISORS PLAT NO. 3"; THENCE S58°38'11"E 91.79 FEET; THENCE S70°38'00"E 176.38 FEET; THENCE S29°51'45"E 219.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S29°51'45"E 496.71 FEET; THENCE 187.82 FEET ALONG A 178.87 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S59°56'36"E 179.31 FEET; THENCE S00°00'00"E 12.46 FEET ALONG THE WEST LINE OF NOVI ROAD; THENCE N89°59'48"W 6.81 FEET; THENCE 82.96 FEET ALONG A 238.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N80°00'37"W 82.54 FEET; THENCE 23.03 FEET ALONG A 232.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N59°46'47"W 23.02 FEET; THENCE 146.27 FEET ALONG A 235.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N46°39'39"W 143.92 FEET; THENCE N28°49'48"W 428.57 FEET; THENCE N27°03'37"E 36.94 FEET TO THE POINT OF BEGINNING, CONTAINING 0.48 ACRES OF LAND, MORE OR LESS.

ALPINE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: TRICAP HOLDINGS, LLC	DATE: 1-25-19
R.O.W. DEDICATION	DRAWN BY: JRV
	CHECKED BY: JDH
43443 FLINT ST. SECTION: 22 TOWNSHIP: 1N RANGE: 8E CITY OF NOVI OAKLAND COUNTY MICHIGAN	0 75 150
	FBK: -
	CHF: -
	SCALE HOR 1"=150 FT. VER 1"=- FT.

18-267



NE CORNER
SECTION 22
T1N-R8E
L.16874, P.152

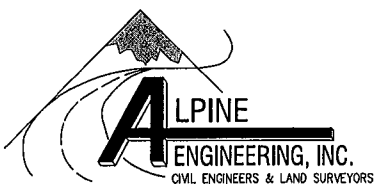
S00°00'00"E
138.97'

NOVI RD. (PUBLIC)

E 1/4 CORNER
SECTION 22
T1N-R8E
L.15528, P.770

DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 22, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°00'00"E 138.97 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE N70°38'00"W 704.61 FEET ALONG THE NORTH LINE OF "SUPERVISORS PLAT NO. 3", AS RECORDED IN LIBER 54A OF PLATS, PAGE 84, OAKLAND COUNTY RECORDS; THENCE S12°11'25"W 168.50 FEET; THENCE N73°15'20"W 100.00 FEET; THENCE S11°53'39"W 100.00 FEET TO THE NORTHERLY CORNER OF LOT 9 OF "RAILROAD SUBDIVISION", AS RECORDED IN LIBER 92 OF PLATS, PAGES 16, 17, AND 18, OAKLAND COUNTY RECORDS, ALSO BEING THE SOUTHEAST CORNER OF LOT 7 OF SAID "SUPERVISORS PLAT NO. 3" AND THE POINT OF BEGINNING; THENCE S58°38'11"E 91.79 FEET; THENCE S70°38'00"E 176.38 FEET; THENCE S29°51'45"E 219.68 FEET; THENCE S27°03'37"W 36.94 FEET; THENCE N28°49'48"W 184.07 FEET; THENCE 125.39 FEET ALONG A 176.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°14'23"W 122.75 FEET; THENCE N69°38'58"W 187.64 FEET; THENCE 105.11 FEET ALONG A 257.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N57°55'57"W 104.38 FEET; THENCE S73°24'45"E 113.49 FEET TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES OF LAND, MORE OR LESS.



46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT:	TRICAP HOLDINGS, LLC
R.O.W. DEDICATION	
43443 FLINT ST.	
SECTION: 22	TOWNSHIP: 1N RANGE: 8E
CITY OF NOVI OAKLAND COUNTY MICHIGAN	

REV. 2-21-19	DATE: 1-25-19
	DRAWN BY: JRV
	CHECKED BY: JDH
	0 75 150
FBK: -	1
CHF: -	
SCALE	HOR 1" = 150 FT. VER 1" = - FT.

18-267



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. 840512

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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>.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 840512

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.: 840512

Issuing Office File No.: 840512

Property Address: 43443 and Vacant Flint Street, Novi, MI
48375

Revision:

SCHEDULE A

1. Commitment Date: February 14, 2019 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: City of Novi
Proposed Policy Amount: \$0.00
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:

Bond at Novi, LLC, a Michigan limited liability company
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 840512

Commitment No.: 840512

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. Provide evidence of the purchase price and/or the amount of any mortgage to be insured and identify any Proposed insured. Once a Proposed insured has been identified, additional requirements and exceptions may be made.
This is a preliminary commitment. It is not effective and the Company assumes no liability until Schedule A of commitment is amended to included the name of the Proposed Insured and a proposed Policy Amount greater than \$0.00.
8. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
9. Submit a copy of the operating agreement of Bond At Novi, LLC, a Michigan limited liability company. Further requirements may be made upon review of the operating agreement.
10. Provide satisfactory evidence of the authority of the person or persons authorized to execute the Deed on behalf of Bond At Novi, LLC, a Michigan limited liability company.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

11. Warranty Deed from Bond At Novi, LLC, a Michigan limited liability company to City of Novi.
12. 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.
13. Pay unpaid taxes and assessments unless shown as paid.
14. All Taxes paid to and including 2018
 2018 Summer Taxes PAID in the amount of \$8,042.52
 2018 Winter Taxes PAID in the amount of \$2,880.86
 Tax Item No. 22-22-226-003, as to Parcel 1
 Property Address: 43443 Flint Street, Novi, MI 48375
 If any amounts are shown as DUE, the total does not include collection fees, penalties or interest.
15. All Taxes paid to and including 2018
 2018 Summer Taxes PAID in the amount of \$5,173.62
 2018 Winter Taxes PAID in the amount of \$1,853.21
 Tax Item No. 22-22-226-005, as to Parcel 2
 Property Address: Vacant Flint Street, Novi, MI 48375
 If any amounts are shown as DUE, the total does not include collection fees, penalties or interest.
16. 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.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 840512

Commitment No.: 840512

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 the City of Novi, a Michigan Municipal Corporation and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 5723, page 86, as to Parcel 2.
8. Private Easement for Public Utilities over the Northwesterly 6 feet of Parcel 1, as disclosed by the recorded plat.
9. Drainage easement over Parcel 1, as disclosed by the recorded plat.
10. Private Easement for Public Utilities over the Southeasterly 6 feet of Parcel 2, as disclosed by the recorded plat.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

11. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land comprising the bed of Walled Lake Creek, or land created by fill or artificial accretion, as to Parcel 1.
12. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Walled Lake Creek, as to Parcel 1.
13. Survey by Fazal Khan & Associates, Inc., dated April 26, 2017, Job No. 17-008, discloses the following:
 - a. Overhead utilities and storm sewer crossing property and property lines without the benefit of a recorded easement.
 - b. Utility poles on property without the benefit of a recorded easement.
 - c. Fence inside Northerly and Southerly property lines, outside and crossing Easterly property line of Parcel 1.
 - d. Fence outside Northeasterly property line of Parcel 2.
 - e. Gravel ramp, gravel and concrete encroach onto property to the West.
14. Rights of tenants, if any, under any unrecorded leases.
15. Lien for outstanding water or sewer charges, if any.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule C

ISSUED BY

First American Title Insurance Company

File No:840512

Commitment No.: 840512

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

PARCEL 1:

Lots 6, 7 and 8, RAILROAD SUBDIVISION, according to the plat thereof as recorded in Liber 92 of Plats, pages 16, 17 and 18, Oakland County Records.

PARCEL 2:

All that part of Lot 9, RAILROAD SUBDIVISION, according to the plat thereof as recorded in Liber 92 of Plats, pages 16, 17 and 18, Oakland County Records, described as: Beginning at the Southeast corner of Lot 7 of SUPERVISOR'S PLAT NO. 3, as recorded in Liber 54A of Plats, page 84, Oakland County Records, also being the Northerly corner of said Lot 9; thence South 58 degrees 39 minutes 32 seconds East, 91.79 feet; thence along the Southerly line of Flint Street, 90.00 feet wide, South 70 degrees 38 minutes 00 seconds East, 176.30 feet; thence along the Southwesterly line of Flint Street, 75.00 feet wide, South 29 degrees 51 minutes 45 seconds East, 219.68 feet; thence along the Easterly line of said Lot 9, South 27 degrees 03 minutes 36 seconds West, 375.00 feet; thence along the Southerly line of said Lot 9, North 36 degrees 26 minutes 24 seconds West, 633.32 feet; thence along the Westerly line of said Lot 9, North 13 degrees 04 minutes 21 seconds East, 171.48 feet; thence along the Southerly line of said Lot 7 and the Northerly line of said Lot 9, South 73 degrees 24 minutes 45 seconds East, 160.50 feet to the Point of Beginning.

PARCEL 2 ALSO DESCRIBED BY SURVEY AS FOLLOWS:

Part of Lot 9 of "RAILROAD SUBDIVISION" a Subdivision of part of Lot 17 of "SUPERVISORS PLAT NO. 3" Liber 54A, page 84, of part of the Southeast 1/4 of Section 15 and part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, as recorded in Liber 92, of Plats, page 16, 17, and 18, Oakland County Records, more particularly described as: Beginning at a point located South 03 degrees 10 minutes 57 seconds East along the East line of said Section 22, 138.97 feet and North 73 degrees 48 minutes 57 seconds West along the North line of said "SUPERVISORS PLAT NO. 3", 704.61 feet and South 09 degrees 00 minutes 28 seconds West, 168.50 feet and North 76 degrees 27 minutes 32 seconds West, 100.00 feet and South 07 degrees 56 minutes 01 second West, 99.43 feet from the Northeast corner of said Section 22, being the Point of Beginning and the Southeast corner of Lot 7 of said "SUPERVISORS PLAT NO. 3"; thence South 61 degrees 37 minutes 16 seconds East, 92.05 feet; thence South 74 degrees 04 minutes 10 seconds East, 176.38 feet; thence South 32 degrees 39 minutes 31 seconds East, 218.62 feet; thence South 23 degrees 38 minutes 55 seconds West, 377.04 feet; thence North 39 degrees 42 minutes 28 seconds West, 633.32 feet; thence North 10 degrees 02 minutes 34 seconds East, 171.48 feet; thence South 77 degrees 38 minutes 25 seconds East, 161.11 feet to the Point of Beginning.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

March 6, 2019

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

Re: Flint/Bond Street ROW - Document Review
Novi #
SDA Job No. NV19-205
EXHIBITS APPROVED

Dear Ms. Rechten

We have reviewed the following document package received by our office on March 4, 2019 against the submitted plan set. We offer the following comments:

Submitted Documents:

1. **Warranty Deed for Road ROW** – (unexecuted: exhibit dated 01/25/19) Legal Description Approved.

Documents that require revisions should be resubmitted to the City for further review. 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): Lindsay Bell, City of Novi Planning Department
Sri Komaragiri, City of Novi Planning Department