



**CITY OF NOVI CITY COUNCIL**  
**FEBRUARY 24, 2020**

**SUBJECT:** Approval of a Warranty Deed to dedicate 60 feet of half-width right-of-way along the west side of Meadowbrook Road as part of the Jaguar/Land Rover Dealership (parcel 50-22-23-251-025).

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

**BACKGROUND INFORMATION:** Meadowgrand, LLC, is requesting the acceptance of a Warranty Deed conveying 60 feet of proposed half-width right-of-way along the west side of the Meadowbrook Road frontage that abuts the proposed Jaguar/Land Rover dealership. The proposed right-of-way dedication will bring this segment of Meadowbrook Road to its full master planned right-of-way width.

The enclosed letter from City Attorney (Beth Saarela, January 17, 2020) provides the Warranty Deed prepared for this dedication. The property owner has also submitted a Bill of Sale for conveyance of the right-of-way. These documents and exhibits have been reviewed and approved by the City Attorney and City's Engineering Consultant, Spalding DeDecker (December 3, 2019) and are recommended for acceptance.

**RECOMMENDED ACTION:** Approval of a Warranty Deed to dedicate 60 feet of half-width right-of-way along the west side of Meadowbrook Road as part of the Jaguar/Land Rover Dealership (parcel 50-22-23-251-025).

# Jaguar/Land Rover ROW Acceptance

## Location Map



Map Author: Kate Richardson  
 Date: 02/12/2020  
 Project: Jaguar/Land Rover ROW Acceptance  
 Version: 1.0

Amended By:  
 Date:  
 Department:

**MAP INTERPRETATION NOTICE**

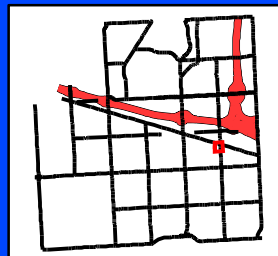
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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.

**Map Legend**

- Major Roads
- Minor Roads
- Subject Parcel

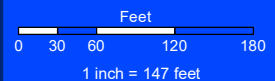
**Right of Way**

- Dedicated
- Prescriptive
- Private



**City of Novi**

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



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

January 17, 2020

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

**RE: Jaguar Land Rover JSP 17-65  
Right-of-Way Acceptance Documents – Meadowbrook Road**

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 Meadowbrook Road ROW (**Approved**)
2. Bill of Sale for Paving (**Approved**)
3. Title Search

**Warranty Deed**

The Warranty Deed provided conveys the Meadowbrook Road ROW adjacent to the Jaguar Land Rover 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 Bill of Sale for paving conveys the existing paving and is acceptable as provided. The Warranty Deed may be placed on an upcoming City Council Agenda for acceptance. Once accepted, it should be recorded with the Oakland County Register of Deeds in the usual manner. The original Bill of Sale should be retained in the City's file.

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  
January 17, 2020  
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/Enclosure)  
Barb McBeth, City Planner (w/Enclosure)  
Sri Komaragiri, Planner (w/Enclosure)  
Lindsay Bell, Planner (w/Enclosure)  
Madeleine Kopko, Planning Assistant (w/Enclosure)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)  
Ben Croy, City Engineer (w/Enclosure)  
Rebecca Runkel, Staff Engineer (w/Enclosure)  
Victor Boron, Civil Engineer (w/Enclosure)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)  
Sue Troutman, City Clerk's Office (w/Enclosure)  
Dana Kreis Glencer, Esquire (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**WARRANTY DEED**

**KNOW ALL PERSONS** that, **MEADOWGRAND, LLC**, a Michigan limited liability company (“Grantor”), whose address is 1845 S. Telegraph Road, Bloomfield Hills, Michigan 48302, conveys and warrants to **THE CITY OF NOVI**, a Municipal Corporation (“Grantee”) whose address is 45175 W. Ten Mile Road, Novi, MI 48375, the following described premises for right of way purposes situated in the City of Novi, County of Oakland, State of Michigan, to-wit:

Commonly known as: **Meadowbrook Road ROW**

**SEE LEGAL DESCRIPTION, ATTACHED AS EXHIBIT “A,” AND PARCEL DRAWING, ATTACHED AS EXHIBIT “B,” BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN**

subject to, all applicable building and use restrictions, all easements, covenants, conditions, restrictions, reservations and any other matters of record, zoning laws and ordinances affecting the premises and real estate taxes and assessments not yet due and payable.

For and in consideration of the sum of One and no/100 Dollars (\$1.00), the receipt and sufficiency of which are hereby acknowledged by the parties hereto.

Grantor grants to the Grantee the right to make **0 divisions** under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967, as amended.

The Property 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.

Exempt from county and state taxation pursuant to MCL 207.505(a) and MCL 207.526(a).

[Signature appears on the following page]



# EXHIBIT A

## MEADOWBROOK ROAD

### RIGHT-OF-WAY DEDICATION AREA

#### 60-FOOT WIDE PUBLIC RIGHT-OF-WAY DESCRIPTION MEADOWBROOK ROAD

A parcel of land situated in the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Beginning at the East 1/4 corner of said Section 23; thence N89°58'54"W, 60.00 feet along the East-West 1/4 line of said Section 23; thence N00°29'39"E, parallel with the East line of said Section 23, 656.88 feet to the Southerly right-of-way line of Grand River Avenue (100 -foot wide); thence S70°37'26"E along the Southerly right-of-way line of Grand River Avenue (100-foot wide), 63.41 feet to the East line of the Northeast 1/4 of said Section 23; thence S00°29'39"W along the East line of said Section 23, 635.86 feet to the East 1/4 corner of Section 23 and also known as the Point of Beginning. Containing 0.89 acres of land more or less.

CLIENT:  
ERHARD MOTOR SALES INC.  
1845 S. TELEGRAPH  
BLOOMFIELD HILLS, MICHIGAN 48302

SCALE: 1" = 150'

JOB No: 2017-176

DATE: 04/23/2019

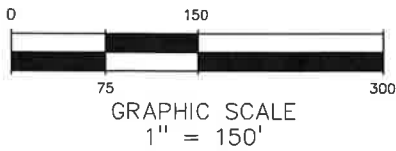
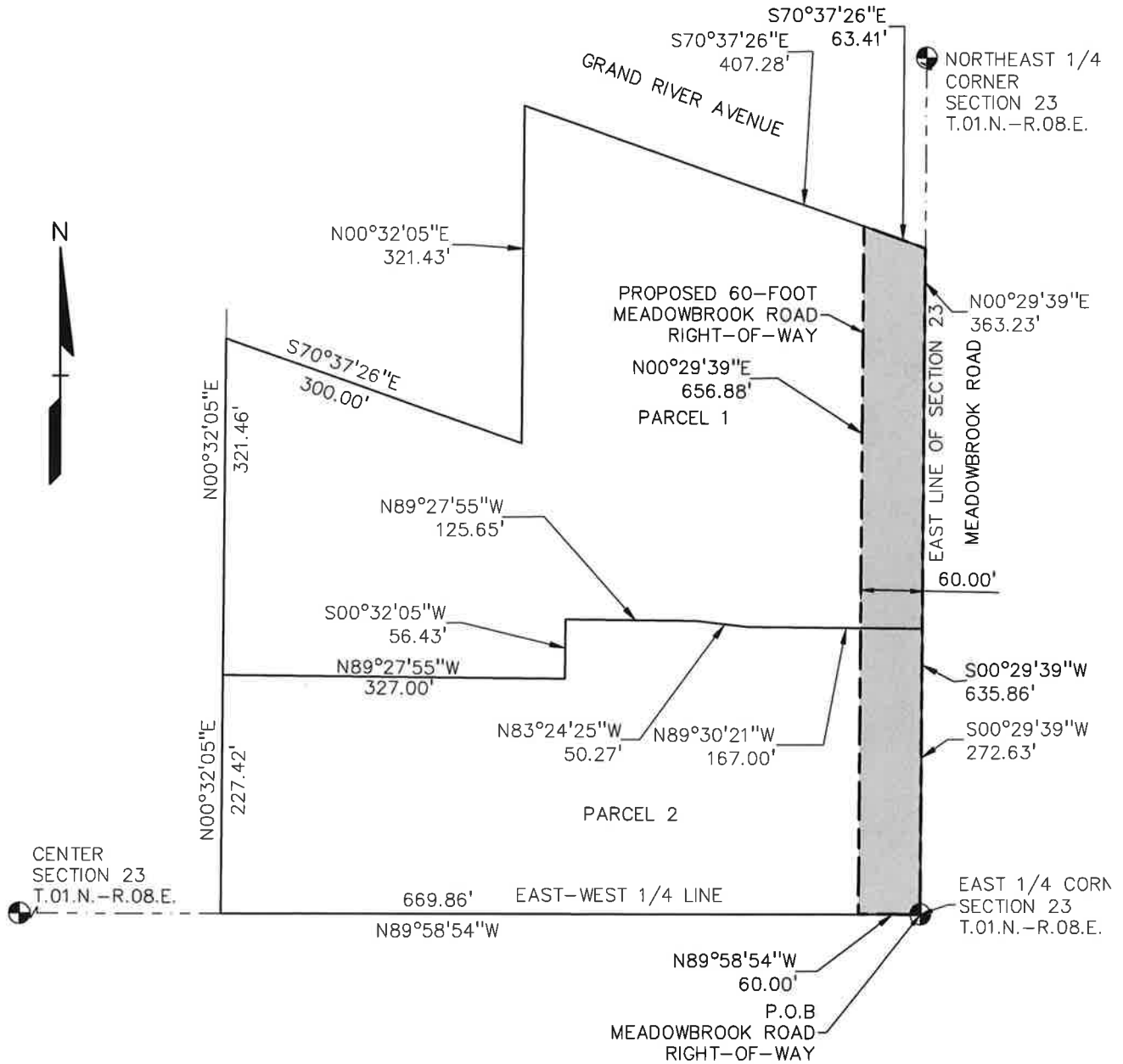
DWG. No: 1 of 2

**PEA, Inc.**

2430 Rochester Ct., Ste. 100  
Troy, MI 48063-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

# EXHIBIT B

## MEADOWBROOK ROAD RIGHT-OF-WAY DEDICATION AREA



CLIENT:  
**ERHARD MOTOR SALES INC.**  
 1845 S. TELEGRAPH  
 BLOOMFIELD HILLS, MICHIGAN 48302

SCALE: 1" = 150'  
 DATE: 04/23/2019

JOB No: 2017-176  
 DWG. No: 2 of 2

**PEA, Inc.**  
 2430 Rochester Ct., Ste. 100  
 Troy, MI 48063-1872  
 t: 248.689.9090  
 f: 248.689.1044  
 www.peainc.com



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that MEADOWGRAND, LLC, a Michigan limited liability company, whose address is 1845 S. Telegraph Road, Bloomfield Hills, Michigan 48302, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the street paving according to the public rights-of-way therefore established as follows:

**60-FOOT WIDE PUBLIC RIGHT-OF-WAY DESCRIPTION**

**MEADOWBROOK ROAD** A parcel of land situated in the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Beginning at the East 1/4 corner of said Section 23; thence N89°58'54"W, 60.00 feet along the East-West 1/4 line of said Section 23; thence N00°29'39"E, parallel with the East line of said Section 23, 656.88 feet to the Southerly right-of-way line of Grand River Avenue (100 -foot wide); thence S70°37'26"E along the Southerly right-of-way line of Grand River Avenue (100-foot wide), 63.41 feet to the East line of the Northeast 1/4 of said Section 23; thence S00°29'39"W along the East line of said Section 23, 635.86 feet to the East 1/4 corner of Section 23 and also known as the Point of Beginning. Containing 0.89 acres of land more or less.

In witness whereof, the undersigned has executed these presents this 13<sup>th</sup> day of \_\_\_\_\_ December, 2019.


**MEADOWGRAND, LLC,**  
a Michigan limited liability company

By:   
Print Name: WINFRIED DAHM  
Its: Authorized Representative

COUNTY OF OAKLAND        )  
  ) SS  
STATE OF MICHIGAN        )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2019, by WINFRIED DAHM, the Authorized Representative of MEADOWGRAND, LLC, a Michigan limited liability company, on behalf of the limited liability company.

EDWARD C. DAWDA  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires June 7, 2020  
Acting in the County of \_\_\_\_\_

Notary's Signature:   
Notary's Name: \_\_\_\_\_  
Notary Public, State of Michigan,  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Drafted by:  
Elizabeth K. Saarela  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

Return To:  
Cortney Hanson, Clerk  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375-3024



**ALTA COMMITMENT FOR TITLE INSURANCE**  
ISSUED BY: Old Republic National 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company (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.

ATA NATIONAL TITLE GROUP, LLC

ELIE KAPLAN  
AUTHORIZED SIGNATORY

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

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

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ALTA® COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

Issued by  
Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: ATA National Title Group, LLC  
Issuing Office: 42651 Woodward Ave.  
Bloomfield Hills, MI 48304  
Ph:(248) 338-7135 Fax:(248) 338-3045  
ALTA® Universal ID: 1033513  
Issuing Office File Number: 63-19666378-SCM  
Property Address: Vacant  
Revision Number:

1. Commitment Date: August 26, 2019, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
  - (a) ALTA® OWNERS POLICY WITHOUT STANDARD EXCEPTIONS **\$TBD**  
Proposed Insured: **(Party to be Furnished)**
  - (b) ALTA® LOAN POLICY  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at Commitment Date, vested in:  
**Meadowgrand, LLC, a Michigan limited liability company**
5. The land referred to in this commitment is situated in the City of Novi, County of Oakland, State of Michigan, as follows:  
**SEE EXHIBIT A**

ATA National Title Group, LLC



Elie Kaplan  
AUTHORIZED SIGNATORY

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**Exhibit "A"**

The land referred to in this commitment is described as follows: City of Novi, County of Oakland, State of Michigan

60 Foot Wide Public Right of Way description Meadowbrook Road

A parcel of land situated in the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Beginning at the East 1/4 corner of said Section 23; thence North 89 degrees 58 minutes 54 seconds West, 60.00 feet along the East-West 1/4 line of said Section 23; thence North 00 degrees 29 minutes 39 seconds East, parallel with the East line of said Section 23, 656.88 feet to the Southerly right of way line of Grand River Avenue (100 foot wide); thence South 70 degrees 37 minutes 26 seconds East along the Southerly right of way line of Grand River Avenue (100 foot wide) 63.41 feet to the East line of the Northeast 1/4 of said Section 23; thence South 00 degrees 29 minutes 39 seconds West along the East line of said Section 23, 635.86 feet to the East 1/4 corner of Section 23 and also known as the point of beginning.

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SCHEDULE B, PART I  
REQUIREMENTS

All of the following Requirements must be met:

1. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
2. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
3. Pay the agreed amounts for the Title and/or the mortgage to be insured.
4. Pay us the premiums, fees and charges for the policy.
5. Submit true copy of Operating Agreement for Meadowgrand, LLC, a Michigan limited liability company, as may be amended, to the Company for review, together with satisfactory evidence of fulfillment of all conditions precedent to the sale of subject property, in accordance with the terms and provisions of the Operating Agreement.
6. Record Deed from Meadowgrand, LLC, a Michigan limited liability company to (Party to be Furnished).
7. Information furnished to the Company indicates that the land to be insured herein needs to be split from a larger parcel of land. Submit to the Company, prior to closing, satisfactory evidence that the split of the subject property as proposed has been fully authorized and approved by the appropriate governing municipality.
8. NOTE: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
9. In order to delete standard exceptions 1 through 5 and 7, as shown on Schedule B - Section 2, from the policy/policies: a) submit in completed form the attached Owner's Affidavit or standard exception no.'s 1, 3, 5 and 7 will be shown on the policy/policies and b) submit satisfactory Survey or standard exception no.'s 2 and 4 will be shown on the policy/policies. The Company reserves the Right to show as specific exceptions to title any items shown on said Owner's Affidavit and/or Survey. If the property is new construction, a final Sworn Statement and Waivers must be submitted to delete standard exception no. 5.

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10. PAYMENT OF TAXES: Future Tax Parcel No. 22-23-251-025

Tax Parcel No.: 22-23-251-018

2018 December Taxes in the amount of \$3,839.84 are Paid

2019 July Taxes in the amount of \$10,935.23 are Paid

Special Assessments: None

Tax Parcel No.: 22-23-251-019

2018 December Taxes in the amount of \$3,564.55 are Paid

2019 July Taxes in the amount of \$10,151.22 are Paid

Special Assessments: None

The amounts shown as due do not include collection fees, penalties or interest.

NOTE: The above taxes are assessed against a larger parcel than the land to be insured herein.

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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. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims 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 thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
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 theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Easement in favor of Consumers Power Company, a Michigan corporation and the covenants, conditions and restrictions contained in instrument recorded in Liber 6822, Page 48, Oakland County Records.
9. Easements in favor of the City Easement in favor of City of Novi, a Michigan Municipal Corporation and the covenants, conditions and restrictions contained in instruments recorded in Liber 7082, Page 520 and in Liber 15581, Page 275, Oakland County Records.
10. Easement in favor of City of Novi, a Michigan Municipal Corporation and the covenants, conditions and restrictions contained in instrument recorded in Liber 8070, Page 233, Oakland County Records.
11. Sidewalk Easement as recorded in Liber 44534, Page 581, Oakland County Records

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12. Rights of the public or any governmental unit in any part of captioned land taken, used, dedicated or deeded for Meadowbrook Road.
13. Loss or damage sustained as a result of the failure to have the tax assessed legal description reassessed to accurately describe the land insured herein.



## 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; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 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:

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- (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.
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 \$2,000,000 or less 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 part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*



## **PRIVACY POLICY NOTICE**

ATA National Title Group, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA National Title Group, LLC Privacy Policy.

ATA National Title Group, LLC as an agent for Old Republic National Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The ATA National Title Group, LLC Privacy Policy applies to all ATA National Title Group, LLC customers, former customers and applicants.

***What kinds of information we collect:*** Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

***How we use and disclose this information:*** We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

***How we protect your information:*** We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA National Title Group, LLC, please write us at: **ATA National Title Group, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334.**  
**Attn: Legal Resources.**

December 3, 2019

Jeff Herczeg  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Jaguar Land Rover - Acceptance Documents Review  
Novi # JSP17-0065  
SDA Job No. NV19-213  
**EXHIBITS APPROVED**

Dear Mr. Herczeg:

We have reviewed the below document(s) received by our office on October 16, 2019 against the current submitted site plan June 10, 2019. We offer the following comments:

1. **Meadowbrook Road R.O.W. Warranty Deed** – (unexecuted: exhibit dated 4/23/19) Legal Description Approved

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for execution and City Council acceptance.

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): Victor Boron, City of Novi  
Taylor Reynolds, Spalding DeDecker  
Courtney Hanson, City of Novi  
Madeleine Kopko, City of Novi  
Sarah Marchioni, City of Novi  
Ted Meadows, Spalding DeDecker  
Kate Richardson, City of Novi  
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler  
Angie Sosnowski, City of Novi