

## CITY of NOVI CITY COUNCIL

**Agenda Item L**  
**February 11, 2019**

**SUBJECT:** Approval of Warranty Deeds and Quit Claim Deeds for two parcels within Novi Corporate Park located on the north side of Twelve Mile Road and east of West Park Drive to dedicate sixty feet of right-of-way along the north side of Twelve Mile Road to the Road Commission for Oakland County (parcels 50-22-09-451-031 and 50-22-09-451-032).

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

**CITY MANAGER APPROVAL:** *PN*

**BACKGROUND INFORMATION:**

Novi Corporate Park, LLC, the owner of Novi Corporate Campus Parcel 2 is requesting the acceptance of a Warranty Deed conveying sixty feet of proposed right-of-way along the north side of Twelve Mile Road, east of West Park Drive. The proposed right-of-way dedication will bring this segment of Twelve Mile Road to a master planned sixty foot half-width right-of-way.

In connection with the Warranty Deeds accepted by City Council on January 28, 2019, sixty feet of right-of-way of the subject parcels needs to be dedicated to the Road Commission for Oakland County since it has jurisdiction over Twelve Mile Road. The Road Commission is willing to accept the right-of-way, and if approved by City Council, the Quit Claim Deed would be presented to the Oakland County Board of Road Commissioners for formal acceptance.

The enclosed letter by the City Attorney (Beth Saarela, September 4, 2018) provides the Warranty Deeds and Quit Claim Deeds that were prepared for this dedication. These documents and exhibits have been reviewed and approved by the City Attorney and by the City's Engineering Consultant, Spalding DeDecker (attached review letter dated December 22, 2017) and are recommended for acceptance.

**RECOMMENDED ACTION:** Approval of Warranty Deeds and Quit Claim Deeds for two parcels within Novi Corporate Park located on the north side of Twelve Mile Road and east of West Park Drive to dedicate sixty feet of right-of-way along the north side of Twelve Mile Road to the Road Commission for Oakland County (parcels 50-22-09-451-031 and 50-22-09-451-032).

# Novi Corporate Campus Parcel 2 Warranty Deeds and Quit Claim Deeds

Location Map



NOVI CORPORATE PARK  
V, LLC 46200 TWELVE  
MILE 50-22-09-451-031

NOVI CORPORATE  
PARK, LLC  
50-22-09-451-032

Map Author: Joseph Akers  
Date: January 14, 2019  
Project: Novi Corporate Campus Parcel 2  
Version: 1

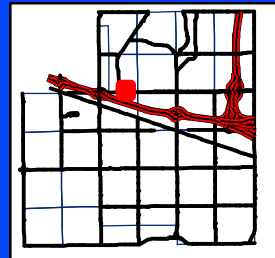
Amended By:  
Date:  
Department:

**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.



Proposed  
Dedication



**City of Novi**

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

0 35 70 140 210  
Feet

1 inch = 173 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

September 24, 2018

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

**RE: Novi Corporate Campus Parcel 2 – JSP 14-0060  
Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following documents for Novi Corporate Campus Parcel 2 and have the following comments:

1. Warranty Deed (Parcel 22-09-451-031) (**Approved**)
2. Discharge of Mortgage (Parcel 22-09-451-031) (**Recorded Copy – Approved**)
3. Title Search (Parcel 22-09-451-031)
4. Warranty Deed (Parcel 22-09-451-032) (**Approved**)
5. Partial Discharge of Mortgage (**Parcel 22-09-451-032**)
6. Partial Discharge of Mortgage (**Parcel 22-09-451-031**)
7. Title Search

**Warranty Deeds**

The Warranty Deeds provided convey the City the 12 Mile Road Right of Way adjacent to Novi Corporate Campus Parcel 2. The property owner has obtained discharges of the mortgages over the portions of right-of-way being conveyed to the City. The Warranty Deeds should be placed on an upcoming City Council for acceptance.

Additionally, once accepted, the City should convey the 12 Mile Road right-of-way to the Board of County Road Commissioners, since 12 Mile is a County road. We have prepared and enclosed two (2) quit claim deeds to the Board of County Road Commissioners for this purpose. The Quit Claim Deeds should also be placed on City Council's Agenda for approval.

Once approved, the Warranty Deeds should be recorded by the City and the original Quit Claim Deeds should be returned to my attention and I will contact the General Council for the Board of County Road Commissioners regarding acceptance.

Jeffrey Herczeg, Director of Public Works  
City of Novi  
September 24, 2018  
Page 2

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

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

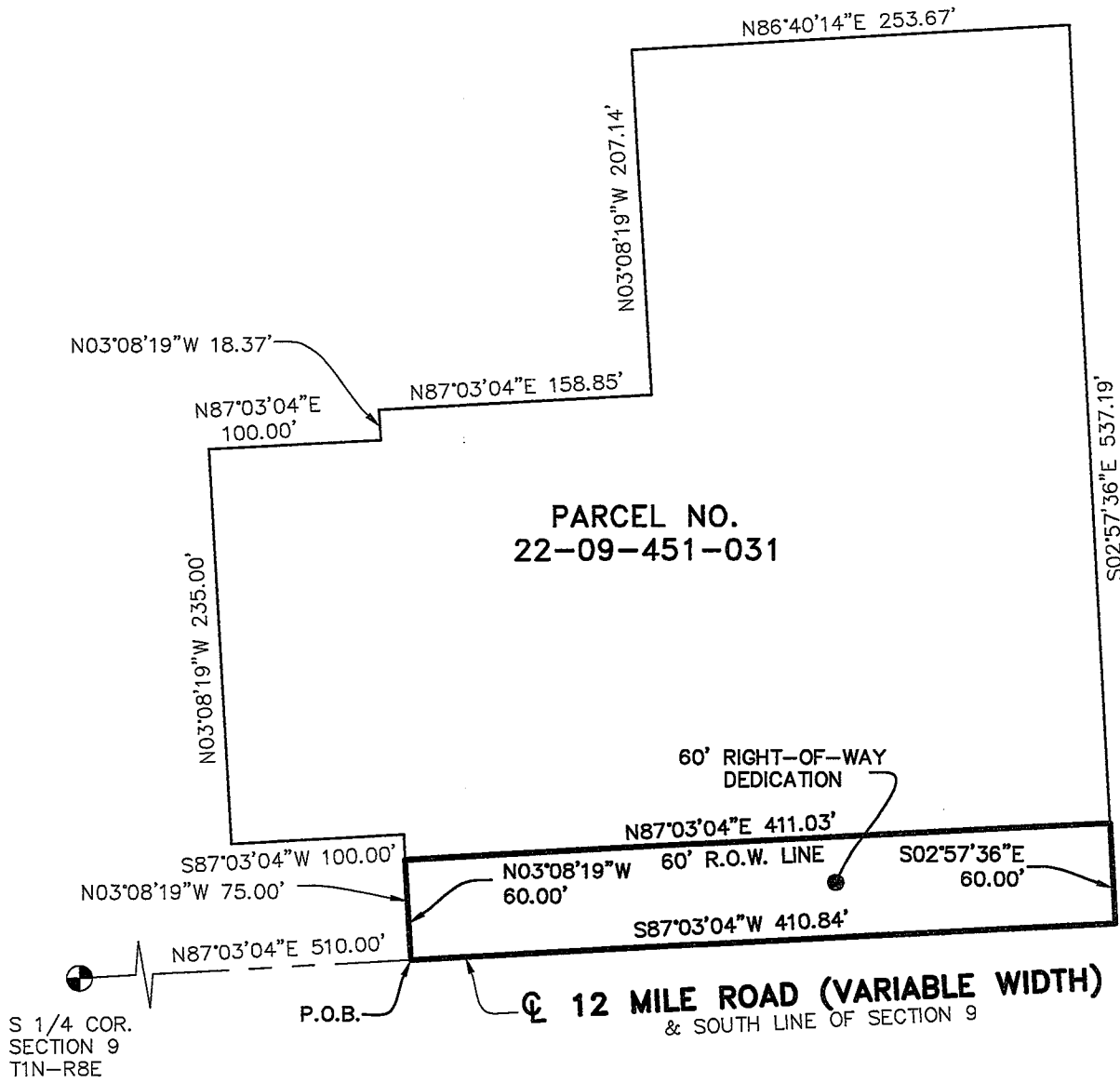
EKS

Enclosures

- C: Cortney Hanson, Clerk (w/Enclosures-Originals to Follow)  
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 Rechtien, 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)  
Glenn Jones and Collette Lasala, Dembs Development (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



**EXHIBIT A**



**60' RIGHT-OF-WAY DEDICATION:**

PART OF THE SCOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04"E 510.00 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N03°08'19"W 60.00 FEET; THENCE N87°03'04"E 411.03 FEET; THENCE S02°57'36"E 60.00 FEET; THENCE S87°03'04"W 410.84 FEET TO THE POINT OF BEGINNING.

**ALPINE**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT: <b>DEMBS DEVELOPMENT, INC.</b>		DATE: 12/19/2017
		DRAWN BY: TP
		CHECKED BY: TG
		0 NTS
FBK:	1	
CHF:	14-178	
SCALE HOR 1"= FT. VER 1"= FT.		
<b>R.O.W. DEDICATION</b> <b>NOVI CORPORATE CAMPUS - PARCEL 2</b> SECTION: 9 TOWNSHIP: 1 N RANGE: 8 E CITY OF NOVI OAKLAND COUNTY MICHIGAN		







Issued Through:

SEARCH OF TITLE



Title Connect LLC  
a title insurance agency

SEARCH

NO. TC08-68960

TITLE CONNECT, LLC  
28470 W. 13 Mile Rd., STE 325  
Farmington Hills, MI 48334

FEE: \$350.00

Effective Date: December 6, 2016 at 8:00 A.M.  
Today's Date: **December 14, 2016**

From the examination of the records, starting on September 24, 2015, up to and including the search date above of **December 6, 2016** in the Register of Deeds office, County, Michigan for property described as follows to wit:

**APPARENT OWNER OF RECORD:**

**Novi Corporate Park V, LLC**

Land located in the City of Novi, County of Oakland, State of Michigan, described as:

Part of the Southeast quarter of Section 9, Town 1 North, Range 8 East, more particularly described as: Beginning at a point North 87 degrees 03 minutes 04 seconds East 510 feet from the South 1/4 corner of said Section 9; thence North 03 degrees 08 minutes 19 seconds West 75 feet; thence South 87 degrees 03 minutes 04 seconds West 100 feet; thence North 03 degrees 08 minutes 19 seconds West 235 feet; thence North 87 degrees 03 minutes 04 seconds East 100 feet; thence North 03 degrees 08 minutes 19 seconds West 18.37 feet; thence North 87 degrees 03 minutes 04 seconds East 158.85 feet; thence North 03 degrees 08 minutes 19 seconds West 207.14 feet; thence North 86 degrees 40 minutes 14 seconds East 253.67 feet; thence South 02 degrees 57 minutes 36 seconds East 537.19 feet; thence South 87 degrees 03 minutes 04 seconds West 410.84 feet to the point of beginning

**COUNTERSIGNED:  
TITLE CONNECT, LLC.**

**AUTHORIZED SIGNATORY**

Issued Through:

SEARCH OF TITLE



Title Connect LLC  
a Title Insurance Agency

SEARCH

NO. TC08-68960

Commonly known as:  
22-08-451-031  
Novi, MI  
Parcel I.D. Number:  
22-09-451-031

Documents recorded with the County Register of Deeds Office:

Covenant Deed from Novi Corporate Park, L.L.C., a Michigan limited liability company to Novi Corporate Park V, LLC, a Michigan limited liability company, dated July 31, 2015, recorded September 24, 2015 in Liber 48635, Page 476, Oakland County Records.

Future Advance Mortgage in the amount of \$2,877,000.00 executed by Novi Corporate Park V, LLC, a Michigan limited liability company to Level One Bank, dated September 9, 2015, recorded September 24, 2015 in Liber 48635, Page 479, Oakland County Records.

Notice of Commencement executed by Novi Park V, LLC as owner, dated September 9, 2015, recorded September 24, 2015 in Liber 48635, Page 504, Oakland County Records.

Water Main Easement in favor of the City of Novi dated December 11, 1997, recorded August 12, 1999 in Liber 20400, Page 612, Oakland County Records.

Drainage Easement in favor of the City of Novi dated December 11, 1997, recorded August 12, 1999 in Liber 20400, Page 621, Oakland County Records.

Declaration of Building and Use Restrictions for Novi Corporate Park, LLC, Novi Corporate Campus, dated June 1, 2006, recorded February 21, 2007 in Liber 38787, Page 714. Said Instrument has been amended by Amendment recorded February 21, 2007 in Liber 38787, Page 731 and Second Amendment

Issued Through:

SEARCH OF TITLE



Title Connect LLC  
a title insurance agency

SEARCH

NO. TC08-68960

recorded July 30, 2014 in Liber 47260, Page 247, Oakland County Records.

Easement Agreement in favor of Michigan Bell Telephone Company d/b/a AT&T Michigan, dated March 19, 2007, recorded April 16, 2007 in Liber 39014, Page 198, Oakland County Records.

Water System Easement in favor of the City of Novi dated May 5, 2008, recorded October 14, 2008 in Liber 40655, Page 185, Oakland County Records.

Declaration of Easements dated May 5, 2008, recorded October 14, 2008 in Liber 40655, Page 190, Oakland County Records.

Easement for Storm Water and Surface Drainage with the City of Novi dated July 10, 2012, recorded October 4, 2012 in Liber 44760, Page 119, Oakland County Records.

**PAY THE FOLLOWING TAXES AND ASSESSMENTS AS INDICATED  
UNLESS SHOWN AS PAID. ALL TAXES INDICATED AS DUE ARE BASE  
AMOUNTS ONLY. PENALTY AND INTEREST, IF ANY WILL BE ADDED  
AT TIME OF CLOSING:**

22-08-451-031  
Novi, MI

Parcel ID Number: 22-09-451-031

Taxes are:

2016 Winter Amount: \$1,873.92 Due

2016 Summer Amount: \$5,043.27 Paid

Special Assessments: None

Easements, Restrictions, and Setback Lines of record were not examined. In addition no search was performed to determine any interest of others to any mineral, oil or other right to the subsurface of the property searched.

Issued Through:

SEARCH OF TITLE



Title Connect LLC  
a title insurance agency

SEARCH

NO. TC08-68960

This report contains information from public land records available in the county indicated above

for whose accuracy and completeness we assume no responsibility. This report is released with the understanding that it is strictly confidential and only to be used by the party requesting it. This

report is not to be construed as an opinion of title or as a commitment for title insurance.

For matters

of a legal nature we suggest you contact your attorney. The liability of Title Connect is limited to the amount paid for this report. Title Connect assumes no liability, financial or otherwise, in association

with the information in this report. Any loss, damage or expense of any kind incurred in reliance

on this search document by any party is limited to the amount paid for the search.

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that **Novi Corporate Park LLC**, a Michigan limited liability company, whose address is 27750 Stansbury, Suite 200 Farmington Hills Michigan 48334 conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West 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 for public right-of-way purposes.

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), subject to easements, building and use restrictions and other matters of record.

This Deed is exempt from transfer taxes by virtue of M.C.L.A. Section 207.505(a) and M.C.L.A. Section 207.526(a).

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 22 day of June, 2018.

Signed by:  
**Novi Corporate Park LLC**, a  
Michigan limited Liability Company

By: Ryan Dembs  
It's: Authorized Representative

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF Oakland     )

The foregoing instrument was acknowledged before me this 22 day of June, 2018, by Ryan Dembs, the Authorized Representative of Novi Corporate Park LLC, a Michigan limited liability company.

**COLLETTE LASALA**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF OAKLAND**

Collette Lasala  
Notary Public Collette Lasala  
Oakland County, Michigan  
My Commission Expires: 6.14.23

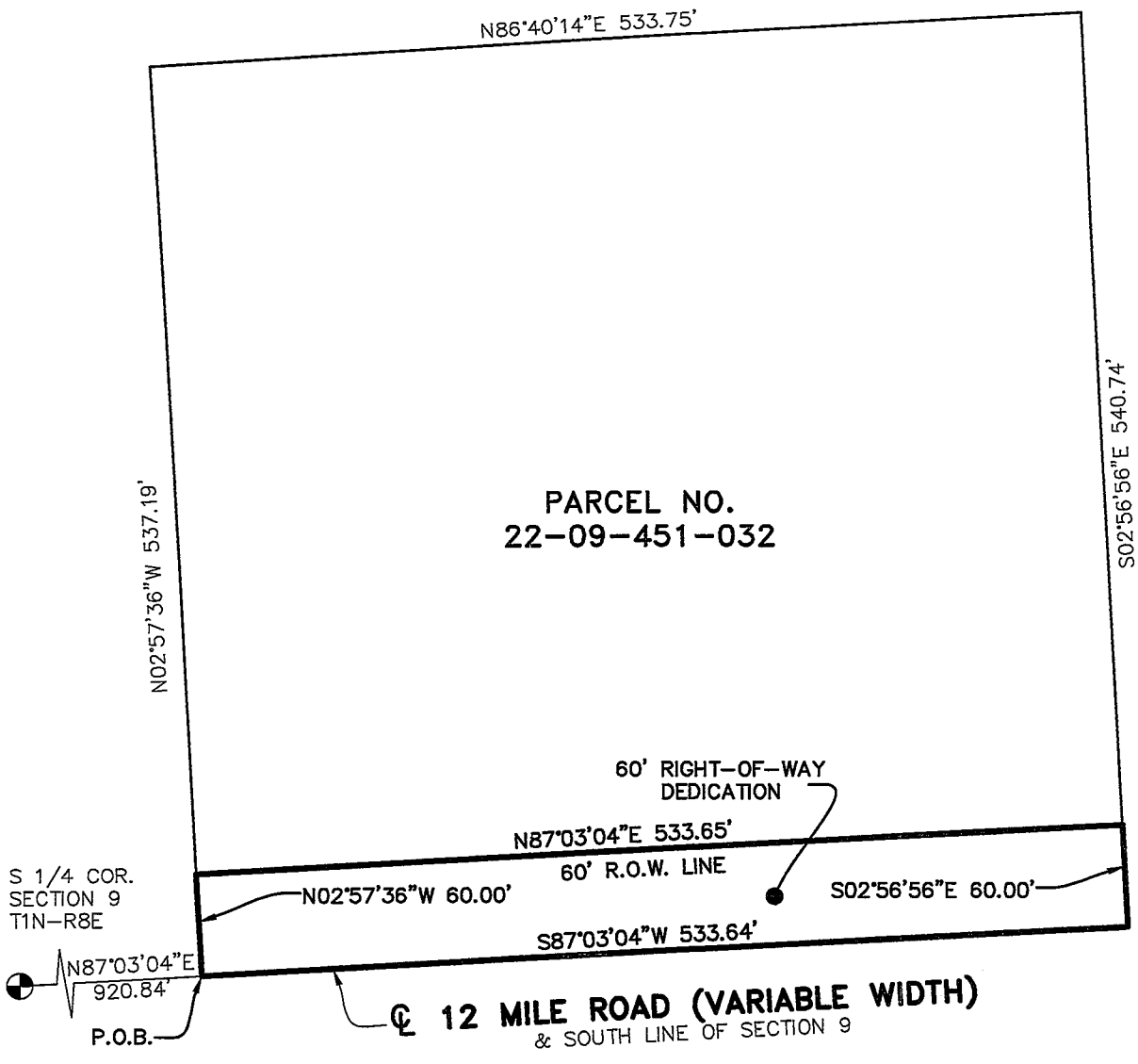
My Commission Expires June 14, 2023 When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth M. Kudla 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
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Part of Tax Parcel No. \_\_\_\_\_

Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_



**EXHIBIT A**



**60' RIGHT-OF-WAY DEDICATION:**

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04"E 920.84 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N02°57'36"W 60.00 FEET; THENCE N87°03'04"E 533.65 FEET; THENCE S02°56'56"E 60.00 FEET; THENCE S87°03'04"W 533.64 FEET TO THE POINT OF BEGINNING.

**ALPINE**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT: <b>DEMBS DEVELOPMENT, INC.</b>		DATE: 12/19/2017
<b>R.O.W. DEDICATION</b>		DRAWN BY: TP
<b>NOVI CORPORATE CAMPUS - PARCEL 1</b>		CHECKED BY: TG
SECTION: 9	TOWNSHIP: 1 N	RANGE: 8 E
CITY OF NOVI OAKLAND COUNTY MICHIGAN		SCALE: HOR 1" = FT. VER 1" = FT.
		14-178

**PARTIAL DISCHARGE OF MORTGAGE**

KNOWN ALL PERSONS BY THESE PRESENTS, that CIBC BANK USA, formerly known as The PrivateBank and Trust Company, an Illinois state chartered bank (“Mortgagee”), whose address is 34901 Woodward Avenue, Suite 200, Birmingham, Michigan 48009, hereby certifies that a certain Mortgage, encumbering a parcel of property as partially described on the attached **Exhibit A**, dated February 19, 2016, made and executed by NOVI CORPORATE PARK, L.L.C., a Michigan limited liability company (“Mortgagor”), whose address is 27750 Stansbury, Suite 200, Farmington Hills, Michigan 48334, and recorded in the Register Of Deed’s Office for the County of Oakland and State of Michigan, in **Liber 49088, Page 511**, on February 23, 2016, is **PARTIALLY DISCHARGED** as to the property described on the attached **Exhibit A, only**. This Partial Discharge of Mortgage does not release, reduce, alter, dismiss or impair the underlying debt secured by the Mortgage.

Dated this 28<sup>th</sup> day of August, 2018.

**IN WITNESS WHEREOF**, The PrivateBank and Trust Company, an Illinois state chartered bank, has executed this Discharge effective as of the day and year above written.

**CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, an Illinois state chartered bank

By:   
Brian Ramesbottom  
Its: Managing Director

*[notary signature appears on the following page]*

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss

Subscribed and sworn to before me this 30 day of August, 2018, by **Brian Ramesbottom**, the Managing Director of **CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, an Illinois state chartered bank, on behalf of the limited liability company.

WENDY M. WOLCOTT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 1, 2021  
ACTING IN COUNTY OF Oakland

Wendy M. Wolcott

Wendy M. Wolcott, Notary Public

Oakland County, MI

Acting in Oakland County

My Commission Expires: 10-01-2021

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

Andrea S. Todorovic  
Dykema Gossett PLLC  
39577 Woodward Ave., Ste. 300  
Bloomfield Hills, Michigan 48304

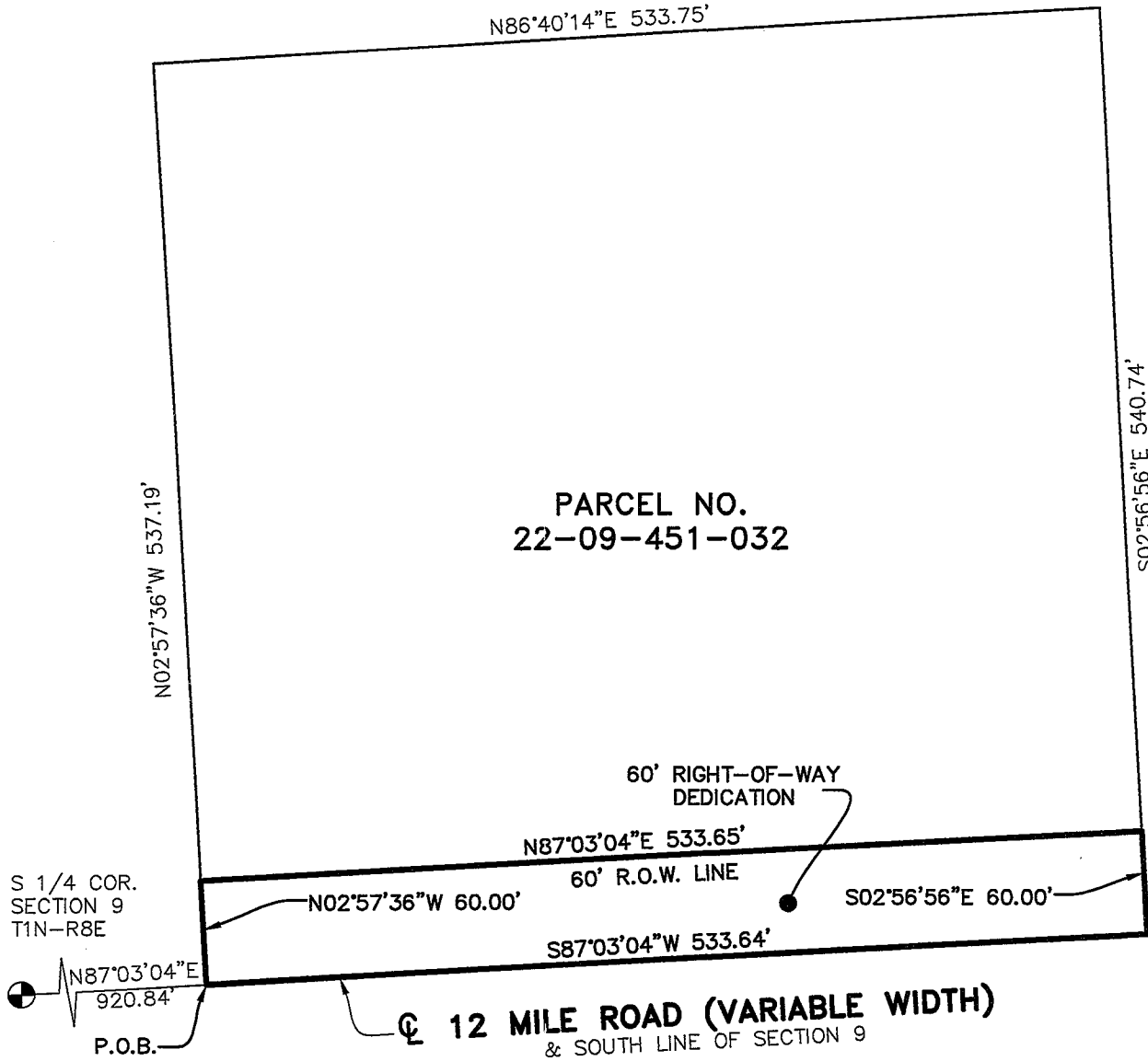
*[notary page to Partial Discharge of Mortgage]*

**EXHIBIT "A"**

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04"E 920.84 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N02°57'36"W 60.00 FEET; THENCE N87°03'04"E 533.65 FEET; THENCE S02°56'56"E 60.00 FEET; THENCE S87°03'04"W 533.64 FEET TO THE POINT OF BEGINNING.

PART OF TAX PARCEL: 22-09-451-032

**EXHIBIT A**



**60' RIGHT-OF-WAY DEDICATION:**

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04\"E 920.84 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N02°57'36\"W 60.00 FEET; THENCE N87°03'04\"E 533.65 FEET; THENCE S02°56'56\"E 60.00 FEET; THENCE S87°03'04\"W 533.64 FEET TO THE POINT OF BEGINNING.

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

CLIENT: <b>DEMBS DEVELOPMENT, INC.</b>		DATE: 12/19/2017
<b>R.O.W. DEDICATION</b>		DRAWN BY: TP
		CHECKED BY: TG
<b>NOVI CORPORATE CAMPUS - PARCEL 1</b> SECTION: 9 TOWNSHIP: 1 N RANGE: 8 E CITY OF NOVI OAKLAND COUNTY MICHIGAN		
		FBK: 1 CHF: 14-178
SCALE HOR 1"= FT. VER 1"= FT.		



**PARTIAL DISCHARGE OF CONSTRUCTION MORTGAGE**

KNOWN ALL PERSONS BY THESE PRESENTS, that CIBC BANK USA, an Illinois state chartered bank ("Mortgagee"), whose address is 34901 Woodward Avenue, Suite 200, Birmingham, Michigan 48009, hereby certifies that a certain Construction Mortgage, encumbering a parcel of property as partially described on the attached **Exhibit A**, dated June 29, 2018, made and executed by NOVI CORPORATE PARK V LLC, a Michigan limited liability company ("Mortgagor"), whose address is 27750 Stansbury, Suite 200, Farmington Hills, Michigan 48334, and recorded in the Register Of Deed's Office for the County of Oakland and State of Michigan, in **Liber 51977, Page 698**, on July 9, 2018, is **PARTIALLY DISCHARGED** as to the property described on the attached **Exhibit A, only**. This Partial Discharge of Mortgage does not release, reduce, alter, dismiss or impair the underlying debt secured by the Construction Mortgage.

Dated this 12 day of September, 2018.

**IN WITNESS WHEREOF**, The CIBC BANK, USA, an Illinois state chartered bank, has executed this Discharge effective as of the day and year above written.

**CIBC BANK USA**, an Illinois state chartered bank

By: 

Brian Ramesbottom

Its: Managing Director

*[notary signature appears on the following page]*

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss

Subscribed and sworn to before me this 12 day of September, 2018, by **Brian Ramesbottom**, the Managing Director of **CIBC BANK USA**, an Illinois state chartered bank, on behalf of the limited liability company.

CREDITED TO THE ACCOUNT  
OF THE WITHIN NAMED PAYEE  
OR ENDORSEE. ABSENCE OF  
ENDORSEMENT GUARANTEED.

**CIBC Bank USA**

Wendy M. Wolcott  
Wendy M. Wolcott, Notary Public  
Oakland County, MI  
Acting in Oakland County  
My Commission Expires: 10-01-2021

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

Andrea S. Todorovic  
Dykema Gossett PLLC  
39577 Woodward Ave., Ste. 300  
Bloomfield Hills, Michigan 48304

*[notary page to Partial Discharge of Mortgage]*

**EXHIBIT "A"**

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04"E 920.84 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N03°08'19"W 60 FEET; THENCE N87°03'04"E 411.03 FEET; THENCE S02°57'36"E 60 FEET; THENCE S87°03'04"W 410.84 FEET TO THE POINT OF BEGINNING.

PART OF TAX PARCEL: 22-09-451-031

Record 1



Instrument #	Year	Date	- Time	Document Type	Consideration	Image Pages
0033207	2016	02/23/2016	- 05:05:35	MORTGAGE	\$2,405,000.00	18
<b>Liber</b>				<b>Page</b>		
49088				511		
<b>Property Seq#</b>						
<b>Part</b>		<b>Half</b>		<b>Quarters</b>		<b>Section</b>
0001				SE		09
<b>Government Unit</b>				<b>Town</b>	<b>Range</b>	<b>Acres</b>
OA				01 N	08 E	22 NOVI
<b>Pin #</b>						
22-09-451-032						
<b>Property Seq#</b>						
<b>Part</b>		<b>Half</b>		<b>Quarters</b>		<b>Section</b>
0002				SE		09
<b>Government Unit</b>				<b>Town</b>	<b>Range</b>	<b>Acres</b>
OA				01 N	08 E	22 NOVI
<b>Pin #</b>						
22-09-451-026						
<b>Property Seq#</b>						
<b>Part</b>		<b>Half</b>		<b>Quarters</b>		<b>Section</b>
0003				SE		09
<b>Government Unit</b>				<b>Town</b>	<b>Range</b>	<b>Acres</b>
OA				01 N	08 E	22 NOVI
<b>Pin #</b>						
22-09-451-018						
<b>Property Seq#</b>						
<b>Part</b>		<b>Half</b>		<b>Quarters</b>		<b>Section</b>
0004				SE		09
<b>Government Unit</b>				<b>Town</b>	<b>Range</b>	<b>Acres</b>
OA				01 N	08 E	22 NOVI
<b>Pin #</b>						
22-09-451-015						
<b>Party</b>						
<b>Party</b>		<b>Name</b>				<b>Correction</b>
GRANTOR		0001 NOVI CORPORATE PK				N
GRANTEE		0002 PRIVATEBANK TRUST CO				N
<b>Document Date :</b>						
02192016						

Public Search for Oakland County



**Title Connect LLC**  
*a title insurance agency*

### Schedule A

**Agents for:**  
**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

**Issued by:**  
**Title Connect, LLC.**  
**28470 W. 13 Mile Road, Suite 325**  
**Farmington Hills, MI 48334**  
**(248) 642-3256**

**Issue Date:**  
**June 1, 2016**  
**2006 ALTA COMMITMENT**

**Commitment No.: TC13-65587**

Effective Date: April 29, 2016 at 8:00 A.M.

- |  |                         |
|--|-------------------------|
| 1. Policy or Policies to be issued:                  | <u>AMOUNT</u>           |
| a. ALTA Owner's Policy of Title Insurance (6-17-06): | \$ TBD                  |
| Proposed Insured:                                    |                         |
| ALTA Loan Policy of Title Insurance (6-17-06):       | \$TBD                   |
| Proposed Insured:                                    | W/O STANDARD EXCEPTIONS |
2. The estate or interest in the land described or referred to in this Commitment is:  
    **Fee Simple**
  3. Title to the estate or interest in the land is at the Effective Date vested in:  
    **Novi Corporate Park, L.L.C., a Michigan limited liability company**
  4. The land referred to in this Commitment is described as follows:  
    **Land located in the City of Novi, County of Oakland, State of Michigan, described as:**  
  

**A Part of the Southeast 1/4, Town 1 North, Range 8 East, Section 9, City of Novi, described as: Beginning at point distant North 87 degrees 03 minutes 04 seconds East 920.84 feet from the South 1/4 corner; thence North 02 degrees 57 minutes 36 seconds West 537.19 feet; thence North 86 degrees 40 minutes 14 seconds East 533.75 feet; thence South 02 degrees 56 minutes 56 seconds East 540.74 feet; thence South 87 degrees 03 minutes 04 seconds West 533.64 feet to beginning.**



**Schedule B – Section I  
Requirements**

**2006 ALTA COMMITMENT**

Commitment No.: **TC13-65587**

The following requirements to be complied with:

Comply with the general requirements as set forth on the inside cover to this title commitment.

*Specific Requirements:*

1. Pay all premiums, fees and charges for the policy.
2. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
3. Payment of all taxes and/or assessments as indicated unless shown as paid. All taxes indicated as due are base amounts only, penalty and interest, if any, will be added at the time of closing.
4. Disclose, in writing, any interest of others to this property that you have knowledge of that is not included in this Commitment. We may then make additional requirements or exceptions.
5. 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.
6. Provide Company with fully executed copy of Purchase Agreement.
7. Provide company with a final meter reading and a receipt indicating all amounts are paid in full prior to closing. If the final meter reading and a paid in full receipt is not provided before closing the following Exception will appear on the final Policy.

**NOTE:** This Policy does not insure against any delinquent or current water charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water bill prior to Closing.

8. Submit a copy of the Operating Agreement of Novi Corporate Park, L.L.C., a Michigan limited liability company. Further Requirements may be made upon review of the Operating Agreement.
9. Submit Limited Liability Company's Resolution from Novi Corporate Park, L.L.C., a Michigan limited liability company, authorizing said Limited Liability Company's to buy/sell/mortgage captioned property and further authorizing a designated member(s) to act on behalf of said company.
10. Submit evidence that Novi Corporate Park, L.L.C., a Michigan limited liability company is in good standing. Certificate of Good Standing should not be older than six (6) months.
11. Record Warranty Deed from Novi Corporate Park, L.L.C., a Michigan limited liability company to Proposed Purchaser.
12. Record Partial Discharge of the Mortgage in the original amount of \$2,405,000.00 executed by Novi Corporate Park, L.L.C., a Michigan limited liability company to The Private Bank and Trust Company dated February 19, 2016, and recorded February 23, 2016, in Liber 49088, Page 511, Oakland County Records. (Covers More Land).

**NOTE FOR INFORMATION:** In the event we receive a request to delete the Standard Exceptions on an Owner's Policy insuring commercial property, we will require an ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A; in the alternative, we will accept a prior survey, with an Affidavit of No New Improvements, with said Affidavit addressed to Title Connect, LLC and also to our underwriter, referenced on Schedule A.

With respect to the issuance of any "survey-based" endorsements for either an Owner's Policy or for a Loan Policy insuring commercial property, we will require a currently-dated ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A.

**13. PAY THE FOLLOWING TAXES AND ASSESSMENTS AS INDICATED UNLESS SHOWN AS PAID. ALL TAXES INDICATED AS DUE ARE BASE AMOUNTS ONLY. PENALTY AND INTEREST, IF ANY WILL BE ADDED AT TIME OF CLOSING:**

Property Address: Vacant

Parcel ID Number: 50-22-09-451-032

Taxes are:

2015 Summer Amount: \$6,958.98 Paid

2015 Winter Amount: \$2,565.07 Paid

Special Assessments: None

**Schedule B-Section II**  
**Exceptions**

**2006 ALTA COMMITMENT**

Commitment No.: **TC13-65587**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

*Standard Exceptions:*

- A. Rights or claims or claims of parties in possession not shown by the Public Records.
- B. Any encroachment, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
- C. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
- D. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- E. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- F. Taxes or assessments which are not shown as existing liens by the Public Records; proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- G. Taxes and assessments that are not yet due and payable

*Specific Exceptions:*

- 1. The Company does not make any representation as to the value of the property.
- 2. Rights of tenants under any unrecorded leases.
- 3. Terms, provisions and conditions as contained in Water Main Easement in favor of the City Of Novi, as set forth in instrument recorded in Liber 20400, Page 612.
- 4. Terms, provisions and conditions of Detroit Edison Overhead and Underground Easement (Right of Way) in favor of The Detroit Edison Company, as set forth in instrument recorded in Liber 38744, page 41.

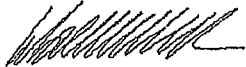
5. Terms, provisions and conditions as contained in Easement Agreement in favor of Michigan Bell Telephone Company, d/b/a AT&T Michigan, as set forth in instrument recorded in Liber 39014, Page 198.

6. Terms, provisions and conditions as contained in Declaration of Building and Use Restrictions, as set forth in instrument recorded in Liber 38787, Page 714, and amended by Instrument recorded in Liber 38787, Page 731, and further amended by Second Amendment recorded in Liber 47260, Page 247.

For Lender's Title Policy only:

Title Connect LLC is expressly not an agent of the insured Lender, or assignee of the insured Lender, either expressed nor implied, to ensure their compliance with any of the Anti-Terrorism laws (means any law relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery) notwithstanding any language in the closing instructions to the contrary. This disclaimer will only be provided with this commitment and not repeated on the final Title Insurance Policy.

**COUNTERSIGNED:  
TITLE CONNECT, LLC.**



**AUTHORIZED SIGNATORY**

***NOTE: TITLE CONNECT CHARGES A TITLE PRODUCTION FEE FOR THIS TITLE COMMITMENT THAT WILL ONLY BE WAIVED IF A TITLE POLICY IS ISSUED AND PAID FOR PURSUANT TO THIS TITLE COMMITMENT. THE FEE FOR THIS SERVICE IS \$125.00 FOR RESIDENTIAL PROPERTY AND \$500.00 FOR COMMERCIAL PROPERTY. IF NO TITLE POLICY IS ISSUED AND PAID FOR THEN THIS FEE WILL BE DUE AND PAYABLE 180 DAYS AFTER THE EFFECTIVE DATE OF THIS COMMITMENT - UNLESS WAIVED, IN WRITING, BY THE PRESIDENT OF TITLE CONNECT, LLC.***

QUIT CLAIM DEED

KNOW ALL PERSONS that the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi Michigan, 48375, ("Grantor"), Quit Claim(s) to Board of County Road Commissioners of the County of Oakland, ("Board") State of Michigan, a public body corporate located at 31001 Lahser Road, Beverly Hills, Michigan 48025, a portion of the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to-wit:

Part of Tax Parcel No.: 50-22-09-451-031

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

If this parcel is unplatted, the following applies: The grantor grants to the grantee the right to make 0 divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

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

WHEREFORE, upon approval by the City of Novi, City Council, the undersigned Grantor hereby creates, confirms, and conveys the Quit Claim Deed described herein for the sum of \$1.00.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.



GRANTOR:  
THE CITY OF NOVI, a Michigan municipal corporation

\_\_\_\_\_  
Robert J. Gatt, Mayor

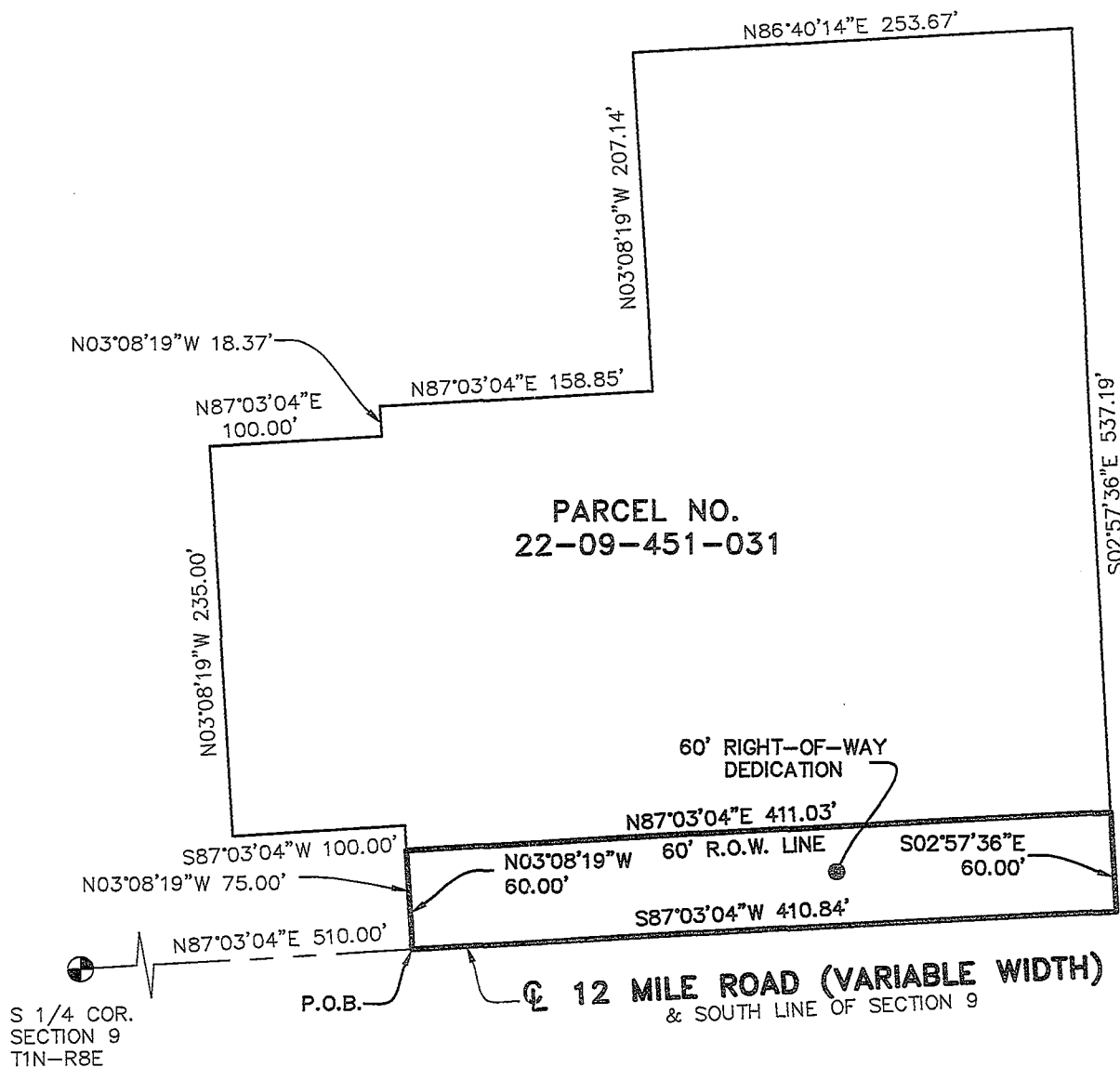
\_\_\_\_\_  
Cortney Hanson, Clerk

COUNTY OF OAKLAND     )  
                                  ) ss.  
STATE OF MICHIGAN    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2018, Robert J. Gatt, Mayor, and  
Cortney Hanson, Clerk, executed the foregoing document before me and, being duly sworn, on  
behalf of the City of Novi with its full authority and as its free act and deed.

\_\_\_\_\_  
Notary Public  
Acting in Oakland County, Michigan  
My commission expires: \_\_\_\_\_

**EXHIBIT A**



**60° RIGHT-OF-WAY DEDICATION:**

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04"E 510.00 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N03°08'19"W 60.00 FEET; THENCE N87°03'04"E 411.03 FEET; THENCE S02°57'36"E 60.00 FEET; THENCE S87°03'04"W 410.84 FEET TO THE POINT OF BEGINNING.

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

CLIENT: <b>DEMBS DEVELOPMENT, INC.</b>	DATE: 12/19/2017
<b>R.O.W. DEDICATION</b>	DRAWN BY: TP
<b>NOVI CORPORATE CAMPUS - PARCEL 2</b>	CHECKED BY: TG
SECTION: 9 TOWNSHIP: 1 N RANGE: 8 E	0 NTS
CITY OF NOVI	FBK: 1
OAKLAND COUNTY	CHF:
MICHIGAN	SCALE HOR 1" = FT. VER 1" = FT.

QUIT CLAIM DEED

KNOW ALL PERSONS that the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi Michigan, 48375, ("Grantor"), Quit Claim(s) to Board of County Road Commissioners of the County of Oakland, ("Board") State of Michigan, a public body corporate located at 31001 Lahser Road, Beverly Hills, Michigan 48025, a portion of the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to-wit:

Part of Tax Parcel No.: 50-22-09-451-032

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

If this parcel is unplatted, the following applies: The grantor grants to the grantee the right to make 0 divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

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

WHEREFORE, upon approval by the City of Novi, City Council, the undersigned Grantor hereby creates, confirms, and conveys the Quit Claim Deed described herein for the sum of \$1.00.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

GRANTOR:  
THE CITY OF NOVI, a Michigan municipal corporation

\_\_\_\_\_  
Robert J. Gatt, Mayor

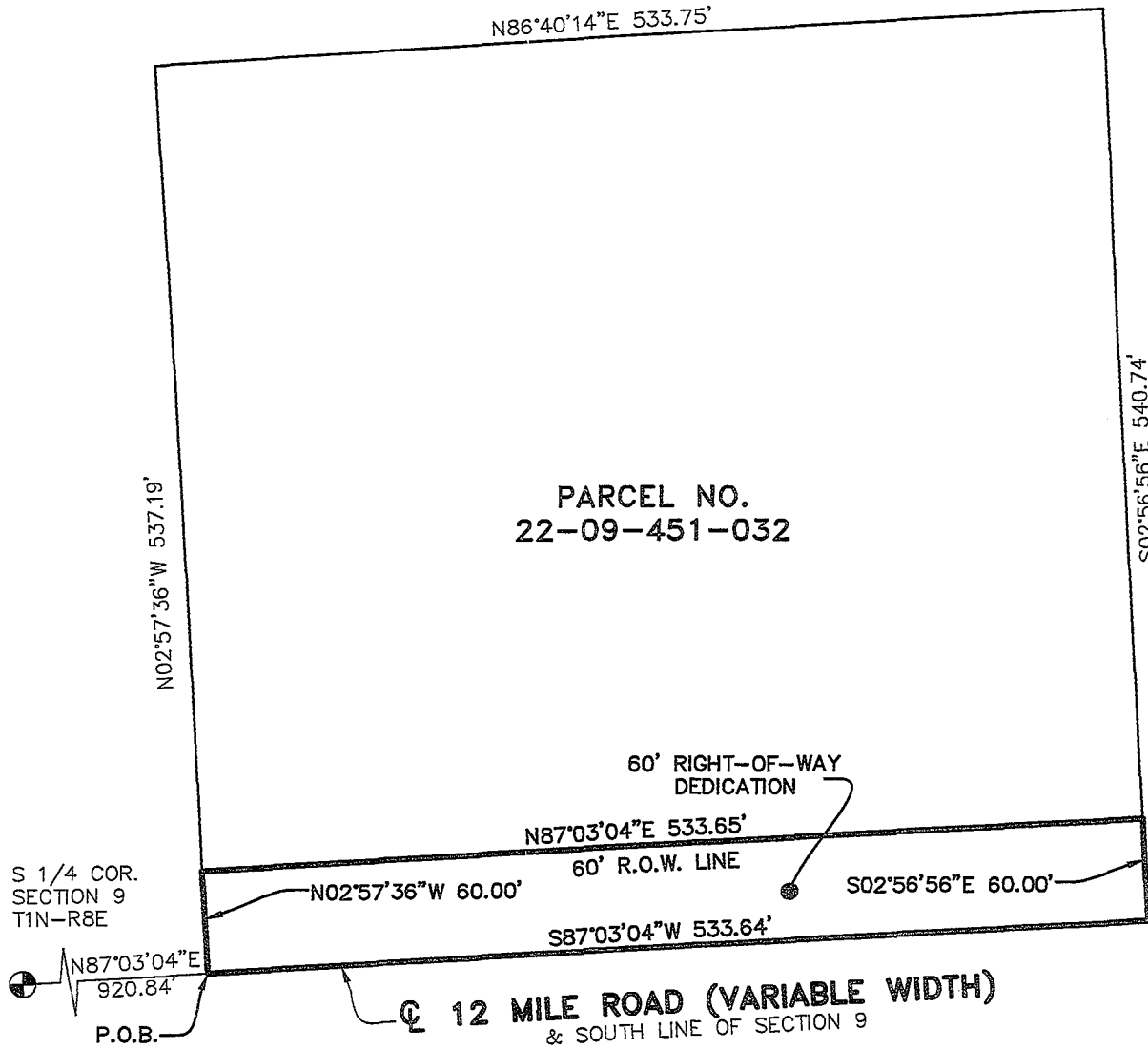
\_\_\_\_\_  
Cortney Hanson, Clerk

COUNTY OF OAKLAND        )  
                                  ) ss.  
STATE OF MICHIGAN        )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2018, Robert J. Gatt, Mayor, and  
Cortney Hanson, Clerk, executed the foregoing document before me and, being duly sworn, on  
behalf of the City of Novi with its full authority and as its free act and deed.

\_\_\_\_\_  
Notary Public  
Acting in Oakland County, Michigan  
My commission expires: \_\_\_\_\_

**EXHIBIT A**



**60° RIGHT-OF-WAY DEDICATION:**

PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N87°03'04\"E 920.84 FEET ALONG THE SOUTH LINE OF SECTION 9, ALSO BEING THE CENTERLINE OF 12 MILE ROAD TO THE POINT OF BEGINNING; THENCE N02°57'36\"W 60.00 FEET; THENCE N87°03'04\"E 533.65 FEET; THENCE S02°56'56\"E 60.00 FEET; THENCE S87°03'04\"W 533.64 FEET TO THE POINT OF BEGINNING.

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CLIENT: <b>DEMBS DEVELOPMENT, INC.</b>		DATE: 12/19/2017
DRAWN BY: TP		CHECKED BY: TG
<b>R.O.W. DEDICATION</b>		0 NTS
<b>NOVI CORPORATE CAMPUS - PARCEL 1</b>		FBK: 1
SECTION: 9	TOWNSHIP: 1 N	RANGE: 8 E
CITY OF NOVI		14-178
OAKLAND COUNTY		
MICHIGAN		SCALE HOR 1" = FT. VER 1" = FT.

Please do not use the browser's back button. Please use the menu for a new search.

To see a copy of the actual document click the numbers under the "Images" column.  
Test Image Viewer

**Pin Number Search Results for Oakland County**

Pin Number	Instrument #	Split	Year	Document Type	Property Type	File Date	Liber	Page	Images
22-09-451-031	0176393		2015	PART DIS FIN STMT	SEC	09/01/2015	48556	504	2
22-09-451-031	0191610		2015	DEED	SEC	09/24/2015	48635	476	3
22-09-451-031	0191611		2015	MORTGAGE	SEC	09/24/2015	48635	479	15
22-09-451-031	0191612		2015	ASSIGNMENT OF LEASE	SEC	09/24/2015	48635	494	10
22-09-451-031	0191613		2015	NOT OF COMMENCEMENT	SEC	09/24/2015	48635	504	1
22-09-451-031	0040121		2016	TERMINATION STMT	SEC	03/08/2016	49125	740	2
22-09-451-031	0088230		2017	EASEMENT	SEC	05/03/2017	50631	098	8
22-09-451-031	0070684		2018	PARTIAL DISCHARGE	SEC	04/25/2018	51756	100	4
22-09-451-031	0071448		2018	PART DIS OF MORTGAGE	SEC	04/26/2018	51760	312	4
22-09-451-031	0112615		2018	DIS OF ASG OF RENTS	SEC	07/06/2018	51973	830	2
22-09-451-031	0112616		2018	DIS OF MORTGAGE	SEC	07/06/2018	51973	832	2
22-09-451-031	0113345		2018	MORTGAGE	SEC	07/09/2018	51977	698	17
22-09-451-031	0113346		2018	ASSIGNMENT OF LEASE	SEC	07/09/2018	51977	715	7
22-09-451-031	0113347		2018	TERM NOT OF COMMENCE	SEC	07/09/2018	51977	722	2
22-09-451-031	0113348		2018	NOT OF COMMENCEMENT	SEC	07/09/2018	51977	724	1

**Current Search Criteria:**

Pin Number: 22-09-451-031

Doc Type: All

App Code: Land

Date Range: No Date Range

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Information & Support

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December 22, 2017

Glenn Jones  
Dembs Development  
27750 Stansbury, Suite 200  
Farmington Hills, MI 48334

Re: Novi Corporate Campus Parcel 2 - Acceptance Documents Review  
Novi # JSP14-0060  
SDA Job No. NV15-246  
**FINAL DOCUMENTS APPROVED**

Dear Mr. Jones:

We have reviewed the Acceptance Document Package received by our office on December 15, 2017 against the Final Site Plan (Stamping Set) approved on October 9, 2015 and against as-built records. We offer the following comments:

**Final Acceptance Documents:**

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

1. On-Site Water System Easement – (executed: exhibit dated 5/14/2015) – Exhibits Approved.
2. Off-Site Water System Easement – (executed: exhibit dated 5/14/2015) – Exhibits Approved.
3. On-Site Sanitary Sewer Easement – (executed: exhibit dated 2/1/2017) – Exhibits Approved.
4. On-Site Sanitary Monitoring Manhole Access Easement – (executed: exhibit dated 2/1/2017) – Exhibits Approved.
5. Off-Site Sanitary Sewer Easement – (executed: exhibit dated 5/14/2015) – Exhibits Approved.
6. On-Site Storm Sewer Easement – (executed: exhibit dated 5/14/2015) – Exhibits Approved.
7. Off-Site Storm Sewer Easement – (executed: exhibit dated 5/14/2015) – Exhibits Approved.
8. Ingress/Egress Easement – (executed: exhibit dated 5/14/2015) – Exhibits Approved.
9. Bills of Sale: Sanitary Sewer System and Water Supply System – SUPPLIED – Approved.
10. Full Unconditional Waivers of Lien from contractors installing public utilities –PROVIDED
11. Sworn Statement - PROVIDED
12. Warranty Deed for 12 Mile Road 60 foot right-of-way – (unexecuted: exhibit dated 12/19/17) – Exhibit 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.

**It should be noted** that the Plan Review Center Report dated May 5, 2015 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

**SPALDING DEDECKER**

  
Taylor E. Reynolds, PE  
Senior Project Engineer

Cc (via Email): Theresa Bridges, City Construction Engineer  
Cortney Hanson, City Clerk  
Sarah Marchioni, City Building Project Coordinator  
Ted Meadows, Spalding DeDecker  
George Melistas, City Engineering Senior Manager  
Darcy Rehtien, City Construction Engineer  
Angie Pawlowski, City Community Development Bond Coordinator  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC  
Thomas Gizoni, Alpine Engineering