



CITY of NOVI CITY COUNCIL

Agenda Item M
May 22, 2017

SUBJECT: Approval of a resolution authorizing termination of portions of an existing water main easement (recorded in Liber 42324, Page 238 Oakland County Records) at the request of Brightmoor Christian Church located at 40800 Thirteen Mile Road (parcel 22-01-300-015).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Brightmoor Christian Church located at 40800 Thirteen Mile Road (parcel 22-01-300-015), has requested the termination of portions of the on-site water main easement. The utilities previously located in these areas have been relocated and placed in new easement areas. As such, the applicant has requested that the City terminate and vacate the existing water main easement. The existing easement was recorded at Liber 42324, Page 238 with the Oakland County Register of Deeds.

The enclosed resolution for authorizing the termination of a portion of the existing water main easement in which the utilities were abandoned has been prepared for consideration. The proposed easements have been favorably reviewed by the City Attorney (Beth Saarela's February 2, 2017 letter) and are recommended for approval.

RECOMMENDED ACTION: Approval of a resolution authorizing termination of portions of an existing water main easement (recorded in Liber 42324, Page 238 Oakland County Records) at the request of Brightmoor Christian Church located at 40800 Thirteen Mile Road (parcel 22-01-300-015).

Brightmoor Christian Church

Location Map

Easement to be Vacated

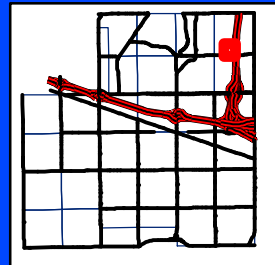
Thirteen Mile Rd

Map Author: J. Mathias
Date: 5/12/17
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 Services
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

0 40 80 160 240
Feet

1 inch = 208 feet



**RESOLUTION OF THE CITY COUNCIL AUTHORIZING
TERMINATION OF WATER MAIN EASEMENT**

RECITATIONS UNDERLYING THIS RESOLUTION:

The easement for operating, constructing, maintaining and repairing a water main granted to the City of Novi (the "City") whose address is 45175 Ten Mile Road, Novi, Michigan 48375, which easement is located in Section 1 of the City of Novi, as described on the attached and incorporated Exhibit B is the subject matter of this Resolution, and shall be referred to herein as the "Easement".

The owner of the property described in the attached and incorporated Exhibit A, upon which the Easement is located (the "Property"), granted an easement dated January 28, 2010, recorded on August 30, 2010 at Liber 42324, page 238, Oakland County Records, for a public water main (the "Original Easement"). Subsequently, the layout of the Property was changed in accordance with an amended site plan for the Property by adding to the existing structure, parking, and associated site improvements. The portions of the existing water main were abandoned when a relocated portion water main serving the site was constructed. The abandoned portion of the water main is no longer required to be maintained as a public water main easement. As such, the City has offered to terminate and vacate that portion of the Original Easement. Any costs associated with terminating the Original Easement shall be the Owner's expense. A replacement Water System Easement including the remaining easement area and relocated easement area has been granted to the City by the property owner.

The appropriate City Officials have investigated the need to maintain the portion of the Original Easement for the benefit of the City's public water system, for the benefit of the Property, and/or for the benefit of surrounding properties. The City Officials have determined it is not necessary to maintain the portion of the Original Easement attached as Exhibit C, and hereby agree to terminate it.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.jrslaw.com

February 2, 2017

George D. Melistas, Engineering Senior Manager
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Brightmoor Christian Church JSP 15-007
Acceptance Documents**

Dear Mr. Melistas:

We have received and reviewed the following documents for the Brightmoor Christian Church Expansion:

- Water System Easement (**Approved**)
- Bill of Sale – Water and Sanitary Sewer (**Approved**)
- Resolution of the City Council Authorizing Termination of Water System Easement (**Approved**)
- Title Commitment

Water System Easement

Brightmoor Christian Church seeks to convey the Water System Easement and corresponding Bill of Sale for water main facilities serving the expansion to the Brightmoor Christian Church. We have reviewed and approve the format and language of the above Water System Easement and corresponding Bill of Sale. The easement document is consistent with the title commitment provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

Upon acceptance of the new Water System Easement, the previous Water System Easement serving the site should be terminated, as it has been abandoned in connection with the site plan for the church expansion. We have prepared the enclosed Resolution of City Council Authorizing Termination of Water System Easement for this purpose, and it should be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, it should be recorded with the Oakland County Register of Deeds along with the new Water System Easement.

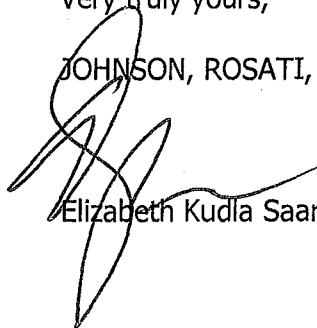
It is our understanding that the Maintenance and Guarantee Bond for the new water system facilities has been reviewed and approved by the City's Bond Coordinator.

Once received, we will review and forward the original Water System Easement to the City Clerk's Office. Upon acceptance pursuant to Affidavit of the City Engineer, the Water System Access Easement should be recorded with the Oakland County Register of Deeds, along with the Resolution, as noted above. The Bill of Sale and Title Commitment should be retained in the City's file.

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

- C: Cortney Hanson, Clerk (w/Enclosures-Originals to follow once received by Interoffice Mail)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Kirsten Mellem, Planner (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Aaron Staup, Construction Engineer (w/Enclosures)
Theresa Bridges, Civil Engineer (w/Enclosures)
Darcy Rechtien, Staff Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Jacob Munchiando, George W. Auch Company (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

January 31, 2017

Jacob Munchiando
George W Auch Company
735 South Paddock
Pontiac, Michigan 48341

Re: Brightmoor Christian Church - Acceptance Documents Review
Novi # JSP15-0007
SDA Job No. NV15-233
EXHIBITS APPROVED

Dear Mr. Munchiando:

We have reviewed the Acceptance Document Package received by our office on January 23, 2017 against the Final Site Plan (Stamping Set) approved on August 3, 2015. 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 08-29-16) -- Exhibits Approved PENDING submittal of signed originals.
2. On-Site Water System Easement (Abandonment) -- (executed: exhibit dated 08-29-16) -- Exhibits Approved PENDING submittal of signed originals.
3. Bills of Sale: Water Supply System -- SUPPLIED -- Exhibits Approved.
4. Full Unconditional Waivers of Lien from contractors installing public utilities -- SUPPLIED -- Approved.
5. Sworn Statement - SUPPLIED -- Approved.
6. Maintenance and Guarantee Bond -- (in the amount of \$6,567.50) --SUPPLIED- 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 June 25, 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

Brittany Allen

Brittany Allen, EIT
Engineer

Cc (via Email):

Cortney Hanson, City Clerk
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Sarah Marchioni, Building Project Coordinator
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Darcy Rehtien, City Engineering Technician
Theresa Bridges, City Construction Engineer
Angie Pawlowski, Community Development Bond Coordinator
Matthew Slicker, PE, Hubbell, Roth & Clark, Inc.

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Brightmoor Christian Church, a Michigan non-profit corporation, whose address is 40800 West 13 Mile Road, Novi, Michigan 48375, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A]

Tax Identification Number: 22-01-300-015

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit A]

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit B.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

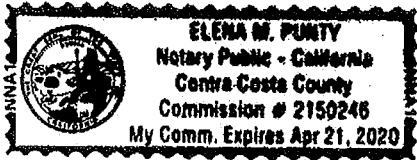
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On Sept 30, 2016 before me, Elena M. Purty, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Annette Cornell
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Elena M. Purty
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Water System Easement, Consent to Easement.
Title or Type of Document: Brightmoon Cushion Document Date: Sept 30, 2016
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

03/20/15
20140319
22-01-300-015
Rev. 07/11/16
Rev. 08-/29-16

DESCRIPTION OF PROPERTY (22-01-300-015 TAKEN FROM RECORD)

Part of the Southwest ¼ and Southeast ¼ of Section 1, T1N, R8E, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant N03°02'24"W 342.99 feet from the South ¼ corner of said Section 1; thence S85°58'05"W 89.71 feet; thence S01°18'24"E 220.58 feet; thence S87°31'40"W 402.44 feet; thence S02°28'20"E 10.00 feet; thence S87°31'40"W 325.00 feet; thence S02°28'20"E 40.00 feet; thence S87°31'40"W 549.59 feet; thence N03°16'01"W 998.31 feet; thence N86°43'59"E 284.86 feet; thence N03°16'01"W 213.72 feet; thence N86°43'59"E 20.00 feet; thence N03°16'01"W 148.00 feet; thence N86°43'59"E 521.75 feet; thence S48°16'01"E 72.27 feet; thence S03°16'01"E 89.66 feet; thence N86°57'37"E 152.30 feet; thence N03°16'01"W 247.41 feet; thence N63°44'51"E 16.70 feet; thence N86°53'26"E 334.29 feet; thence N86°53'26"E 18.07 feet; thence along a curve to the left 229.02, said curve having a radius of 11,730.16 feet and a chord bearing S01°53'54"E 229.19 feet; thence S02°27'29"E 988.62 feet; thence S85°58'05"W 3.49 feet to the POINT OF BEGINNING.

Subject to reservation, restrictions and easements of record, if any.

Also known as Sidwell No. 22-01-300-015.

DESCRIPTION OF WATERMAIN EASEMENT

A 20 foot wide Watermain Easement being a part of Southwest ¼ of Section 1, T1N, R8E, City of Novi, Oakland County, Michigan, whose centerline is described as: beginning at a point distant S87°31'40"W 1,286.69 feet; thence N03°16'01"W 312.61 feet; thence N01°21'24"W 75.00 feet; thence N05°10'38"W 75.00 feet; thence N03°16'01"W 20.69 feet; thence N09°16'33"W 162.39 feet; thence N03°16'01"W 302.52 feet; thence N86°43'59"E 258.80 feet from the South ¼ corner of said Section 1 to the POINT OF BEGINNING; thence N41°40'01"E 48.05 feet; thence N86°40'01"E 265.00 feet; thence S48°19'59"E 42.93 feet to the POINT OF ENDING. Also, beginning at a point distant N86°43'59"E 129.16 feet; thence S48°16'01"E 18.00 feet; thence S03°16'01"E 124.41 feet; thence N86°09'26"E 10.00 feet from said POINT OF ENDING to the POINT OF BEGINNING; thence N86°09'26"E 23.53 feet to the point of ending. Said easement contains 7,590 square feet, or 0.17 acres, more or less.

SWORN STATEMENT

STATE OF MICHIGAN)
 COUNTY OF OAKLAND) SS

H. Clayton Schultz, being duly sworn, deposes and says:

That he makes the Sworn Statement on behalf of Site Development, Inc., who is the contractor for an improvement to the following described real property situated in Michigan, and described as follows:

BRIGHTMOOR CHRISTIAN CHURCH
 ADDITION & RENOVATION

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due put unpaid, with whom the contractor has sub contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons, as of the date thereof are correctly and fully set forth opposite their names, as follows:

<u>Subcontractor/supplier</u>	<u>Contract Amt</u>	<u>Amt Paid</u>	<u>Amt Owng</u>	<u>Balance Due</u>
Edwards Trees	\$ 9,000.00	\$ 9,000.00	\$	\$
Ellsworth Industries	\$ 88,711.85	\$ 88,711.85	\$	\$
Future Fence	\$ 49,101.75	\$ 49,101.75	\$	\$
HD Supply Waterworks	\$ 64,552.03	\$ 64,552.03	\$	\$
Metro Transport	\$ 45,639.18	\$ 45,639.18	\$	\$
Nederveld	\$ 12,300.00	\$ 12,300.00	\$	\$
TOTALS	\$ 269,304.81	\$ 269,304.81	\$	\$

Fringes paid thru 10/31/16

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

Deponent further says that he or she makes the foregoing statement as the contractor for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set for the above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570:1109 of the Michigan Compiled Laws.

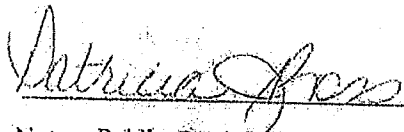
WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR DIED.


Deponent:

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110-F THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this

13th day of December, 2016



Notary Public, Patricia J. Ross

Macomb Acting in Oakland County, Michigan
My Commission Expires: 1/29/18

Full Unconditional Waiver

My/our contract with SITE DEVELOPMENT, INC to provide
(Name of Payor)

TREE REMOVAL & DEMO for the improvement to the property described as
(Kind of Material/Labor)

BRIGHTMOOR CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released.

Company Name EDWARD'S TREE & LAND CLEARING

12-26-15
(Date Signed On)

By Marcus M Edwarlett

Title President

Address 156 SECOND ST

Amount of this Payment \$ 9,000.00 METAMORA, MI 48455

Accumulated Payment to Date \$ 9,000.00 Phone # 810-678-3593

Full Unconditional Waiver

My/our contract with SITE DEVELOPMENT INC. to provide
(Name of Payor)

TRUCKING for the improvement to the property described as
(Kind of Material/Labor)

BRIGHTMOOR CHRISTIAN CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released.

ELLSWORTH INDUSTRIES, INC.

By Patricia L. Mantooth

Title Vice Pres

Address: P.O. BOX 5306
PLYMOUTH MI 48170
734-260-0360

1-9-16
(Date Signed On)

Amount of this Payment \$1,680.00

Accumulated Payment to Date \$88,711.85

Full Unconditional Waiver


My/our contract with SITE DEVELOPMENT INC. to provide
(Name of Payor)

LABOR, MATERIAL & SUPERVISION for the improvement to the property described as
(Kind of Material/Labor)

BRIGHTMOOR CHRISTIAN CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released.

12/14/16
(Date Signed On)

FUTURE FENCE CO.
By 
Title Contract Administrator

Address: 23450 REGENCY PARK DRIVE
WARREN MI 48089
586-755-0900

Amount of this Payment \$8,768.00

Accumulated Payment to Date \$57,867.76

Full Unconditional Waiver

My/our contract with SITE DEVELOPMENT INC to provide
(Name of Payor)

UNDERGROUND PIPE for the improvement to the property described as
(Kind of Material/Labor)

BRIGHTMOOR CHRISTIAN CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released.

HD SUPPLY WATERWORKS, LTD.

12-9-16
(Date Signed On)

By [Signature]

Title credit manager

Address: P.O. BOX 28330
ST LOUIS MO 63146
800-883-8150

Amount of this Payment \$336.16

Accumulated Payment to Date \$64,552.03

Full Unconditional Waiver

My/our contract with SITE DEVELOPMENT INC to provide
(Name of Payor)

TRUCKING for the improvement to the property described as
(Kind of Material/Labor)

BRIGHTMOOR CHRISTIAN CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released

METRO TRANSPORT, INC.

12/13/11
(Date Signed On)

BY Jacqueline Kewaraby
Title A.R.

Address: 11800 EAST GRAND RIVER
BRIGHTON MI 48116
248-624-5564

Amount of this Payment \$14,198.41

Accumulated Payment to Date \$45,639.18

Full Unconditional Waiver

My/our contract with SITE DEVELOPMENT INC to provide
(Name of Payor)

LAYOUT for the improvement to the property described as
(Kind of Material, etc.)

BRIGHTMOOR CHRISTIAN CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released.

NEDERVELD INC

6/25/16
(Date Signed On)

By *Scott J. Nordbeck*

Title *Project Accountant*

Address 317 GRANDVILLE AVE SW
SUITE 302
GRAND RAPIDS MI 49503
616-575-5199

Amount of this Payment \$3,567.00

Accumulated Payment to Date \$12,300.00

LOAN POLICY OF TITLE INSURANCE
ISSUED BY

STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

Countersigned:



Authorized Countersignature

Liberty Title Agency, Inc.

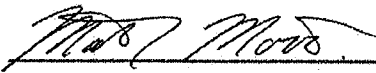
Company Name

Ann Arbor, MI


City, State

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary

Policy
Serial No. **M-9302-003961107**

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AMERICAN
LAND TITLE
ASSOCIATION



Covered Risks – Cont.

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage:
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either:

- (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
- (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - i) to be timely, or
 - ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the indebtedness is the sum of
 - i) the amount of the principal disbursed as of Date of Policy;
 - ii) the amount of the principal disbursed subsequent to Date of Policy;
 - iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
 - iv) interest on the loan;
 - v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - vi) the expenses of foreclosure and any other costs of enforcement;
 - vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
 - viii) the amounts to pay taxes and insurance; and
 - ix) the reasonable amounts expended to prevent deterioration of improvements; but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
 - (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
 - (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (D) successors to an Insured by its conversion to another kind of Entity;
 - (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured, or
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
 - (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
- (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "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 insured by this policy.
- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (l) "Title": The estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

CONDITIONS -- Continued

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks,

memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
- (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
 - (i) the Amount of Insurance,
 - (ii) the Indebtedness,
 - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
 - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover.

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations.

- (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.
 - (ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.
- (c) The Company's Rights Against Noninsured Obligors
The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights. The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.



**14. LIABILITY LIMITED TO THIS POLICY;
POLICY ENTIRE CONTRACT.**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

LIBERTY TITLE AGENCY
(248)538-0750

Stewart Title Guaranty Company

SCHEDULE A

File Number: CM23953

Policy Number: M-9302-003961107

Amount of Insurance: \$ 20,250,000.00

Loan Number:

Policy Effective Date: August 17, 2015 at 10:30 AM

or date of recording of insured Mortgage, whichever is later.

1. Name of Insured:
Bank of the West, its successors and/or assigns as their respective interests may appear.
2. The estate or interest in the land which is encumbered by the insured mortgage is:
Fee Simple
3. Title to the estate or interest in the land is vested in:
Brightmoor Christian Church, a Michigan non-profit corporation
4. The insured mortgage and assignments thereof, if any, are described as follows:
Mortgage for the original principal amount of \$20,250,000.00 executed by Brightmoor Christian Church, Michigan Non-Profit corporation to Bank of the West, dated August 3, 2015 and recorded August 13, 2015 in Liber 48506, page 745, Oakland County Records.
5. The land referred to in this Policy is located in the City of Novi, County of Oakland, State of Michigan, and described as follows:
SEE SCHEDULE C ATTACHED HERETO

STEWART TITLE GUARANTY COMPANY

By: 

LIBERTY TITLE AGENCY

LIBERTY TITLE AGENCY
(248)538-0750

Stewart Title Guaranty Company

SCHEDULE B

File Number: CM23953

Policy Number: M-9302-003961107

**EXCEPTIONS FROM COVERAGE
PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes and assessments that become a lien against the property after date of policy. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
2. Easement in favor of The Detroit Edison Company, as recorded in Liber 21388, page 364, Oakland County Records.
3. Terms and conditions contained in Ingress and Egress Easement, as recorded in Liber 34262, page 144, Oakland County Records.
4. Private Storm Sewer and Drainage Easement, as recorded in Liber 34251, page 398, Oakland County Records.
5. Easement Agreement, as recorded in Liber 34166, page 802, Oakland County Records.
6. Terms and conditions contained in Shared Emergency Access Easement Agreement, as recorded in Liber 34251, page 411, Oakland County Records.
7. Storm Drainage Facility Maintenance Easement Agreement, as recorded in Liber 42183, page 634, Oakland County Records.
8. Conservation Easement, as recorded in Liber 42183, page 639, Oakland County Records.
9. Water System Easement, as recorded in Liber 42324, page 238, Oakland County Records.
10. Sanitary Sewer System Easement, as recorded in Liber 42324, page 244, Oakland County Records.
11. Subject to the rights of the public or any governmental unit in any part of Thirteen Mile Road, deeded or used for road, street or highway purposes.

SCHEDULE B - PART I
(Continued)

File Number: CM23953

Policy Number: M-9302-003961107

12. Pending disbursement of the full proceeds of the loan secured by the Mortgage in Schedule A, this Policy insures only to the extent of \$0.00 being the aggregate of the amount actually disbursed at the date hereof under the terms of the mortgage set forth in Schedule A. Any disbursement made subsequent to the date hereof shall be insured only with the written approval of the Company. Such approval shall, as of the extended Date of Policy, have the effect of insuring such disbursements as a valid lien prior to any liens or other matters evidenced of record, except such as may be included in Schedule B, Part I, and prior to any unrecorded construction liens arising from non-payment of bills covered in the improvements set forth in the sworn statements and documents evidencing work progress submitted to the Company in connection with such disbursements, and for which funds were actually advanced.

This policy does not insure against construction liens for labor or material furnished subsequent to the last extended Date of Policy, or construction liens for labor and material for which funds were not actually advanced for payment, nor does this policy guarantee completion of the improvements in progress, or their compliance with plans and specifications. The Company does not insure against liens for labor performed and materials furnished after Date of Policy.

LIBERTY TITLE AGENCY
(248)538-0750

Stewart Title Guaranty Company

SCHEDULE B

File Number: CM23953

Policy Number: M-9302-003961107

PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE

LIBERTY TITLE AGENCY

(248)538-0750

Stewart Title Guaranty Company

SCHEDULE C

Policy Number: M-9302-003961107

File Number: CM23953

Land is located in City of Novi, County of Oakland, State of MI, and described as follows:

Commencing at the South 1/4 corner of said Section 1 and proceeding along the North and South 1/4 line of said Section 1, N 03°02'24" W 342.99 feet to the Point of Beginning; thence S 85°58'05" W 89.71 feet; thence S 01°18'24" E 220.58 feet to the North right-of-way line of Thirteen Mile Road; thence the following (5) courses along said North right-of-way line; S 87°31'40" W 402.44 feet; thence S 02°28'20" E 10.00 feet; thence S 87°31'40" W 325.00 feet; thence S 02°28'20" E 40.00 feet; thence S 87°31'40" W 549.59 feet; thence N 03°16'01" W 998.31 feet; thence N 86°43'59" E 284.86 feet; thence N 03°16'01" W 213.72 feet; thence N 86°43'59" E 20.00 feet; thence N 03°16'01" W 148.00 feet; thence N 86°43'59" E 521.75 feet; thence S 48°16'01" E 72.27 feet; thence S 03°16'01" E 89.66 feet; thence N 86°57'37" E 152.30 feet; thence N 03°16'01" W 247.41 feet; thence N 63°44'51" E 16.70 feet; thence N 86°53'26" E 334.29 feet; thence N 86°53'26" E 18.07 feet; thence along a curve to the left, radius 11730.16 feet, chord bearing S 01°53'54" E 229.19 feet, an arc distance of 229.02 feet; thence S 02°27'29" E 988.62 feet; thence S 85°58'05" W 3.49 feet to the Point of Beginning.

EXCEPT: Commencing at the Southwest corner of said Section 1 and proceeding along the South line of said Section 1 N 87°31'40" E 1375.66 feet and N 03°16'01" W 70.01 feet to a point along the North right-of-way of West 13 Mile Road (variable width) and N 03°16'01" W 945.50 feet to the Point of Beginning; thence N 03°16'01" W 52.81 feet; thence N 86°43'59" E 193.95 feet; thence S 03°16'01" E 73.28 feet; thence S 86°43'59" W 124.95 feet; thence 33.66 feet along the arc of a curve to the right, said curve having a radius of 23.10 feet, central angle 83°28'43" and a chord that bears N 51°31'40" W 30.76 feet; thence S 86°43'59" W 46.05 feet to said Point of Beginning.

Commonly known as: 40800 W. 13 Mile Rd., Novi, MI 48377.

ALTA Endorsement 33-06 (Disbursement) Adopted 02-03-11

ENDORSEMENT

Attached to Policy No. cm23953

Issued by

STEWART TITLE GUARANTY TITLE COMPANY

1. The Date of Coverage is amended to August 30, 2016.

The current disbursement is: **\$1,399,910.82**
Plus \$900.00 Inspection

The aggregate amount, including the current disbursement, recognized by the Company as disbursed by the Insured is: **\$9,713,941.93**


2. Schedule A is amended as follows:

NO CHANGE

3. Schedule B is amended as follows:

NO CHANGE

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



**RESOLUTION OF THE CITY COUNCIL AUTHORIZING
TERMINATION OF WATER MAIN EASEMENT**

RECITATIONS UNDERLYING THIS RESOLUTION:

The easement for operating, constructing, maintaining and repairing a water main granted to the City of Novi (the "City") whose address is 45175 Ten Mile Road, Novi, Michigan 48375, which easement is located in Section 1 of the City of Novi, as described on the attached and incorporated Exhibit B is the subject matter of this Resolution, and shall be referred to herein as the "Easement".

The owner of the property described in the attached and incorporated Exhibit A, upon which the Easement is located (the "Property"), granted an easement dated January 28, 2010, recorded on August 30, 2010 at Liber 42324, page 238, Oakland County Records, for a public water main (the "Original Easement"). Subsequently, the layout of the Property was changed in accordance with an amended site plan for the Property by adding to the existing structure, parking, and associated site improvements. The portions of the existing water main were abandoned when a relocated portion water main serving the site was constructed. The abandoned portion of the water main is no longer required to be maintained as a public water main easement. As such, the City has offered to terminate and vacate that portion of the Original Easement. Any costs associated with terminating the Original Easement shall be the Owner's expense. A replacement Water System Easement including the remaining easement area and relocated easement area has been granted to the City by the property owner.

The appropriate City Officials have investigated the need to maintain the portion of the Original Easement for the benefit of the City's public water system, for the benefit of the Property, and/or for the benefit of surrounding properties. The City Officials have determined it is not necessary to maintain the portion of the Original Easement attached as Exhibit C, and hereby agree to terminate it.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- I. That the portion of the Original Easement described in the attached and incorporated Exhibit C, located in Section 1 of the City, described in the Water System Easement which is recorded at Liber 42324, page 238, Oakland County Records, for operating, constructing, maintaining and repairing a water main, be terminated as shown.
- II. This Resolution shall be recorded with the Oakland County Register of Deeds evidencing the termination called for herein upon recording of the replacement Water System Easement.

AYES:
NAYES:
ABSTENTIONS:

Resolution declared adopted.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Novi at the regular meeting held on _____, 2016.

CORTNEY HANSON, CITY CLERK

Drafted by:
Elizabeth Saarela
Johnson, Rosati, Schultz & Joppich
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100

When recorded return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

EXHIBIT A
THE PROPERTY

09/29/16
20140319
22-01-300-015

DESCRIPTION OF PROPERTY (22-01-300-015 TAKEN FROM RECORD)

Part of the Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 1, T1N, R8E, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant N03°02'24"W 342.99 feet from the South $\frac{1}{4}$ corner of said Section 1; thence S85°58'05"W 89.71 feet; thence S01°18'24"E 220.58 feet; thence S87°31'40"W 402.44 feet; thence S02°28'20"E 10.00 feet; thence S87°31'40"W 325.00 feet; thence S02°28'20"E 40.00 feet; thence S87°31'40"W 549.59 feet; thence N03°16'01"W 998.31 feet; thence N86°43'59"E 284.86 feet; thence N03°16'01"W 213.72 feet; thence N86°43'59"E 20.00 feet; thence N03°16'01"W 148.00 feet; thence N86°43'59"E 521.75 feet; thence S48°16'01"E 72.27 feet; thence S03°16'01"E 89.66 feet; thence N86°57'37"E 152.30 feet; thence N03°16'01"W 247.41 feet; thence N63°44'51"E 16.70 feet; thence N86°53'26"E 334.29 feet; thence N86°53'26"E 18.07 feet; thence along a curve to the left 229.02 feet, said curve having a radius of 11,730.16 feet and a chord bearing S01°53'54"E 229.19 feet; thence S02°27'29"E 988.62 feet; thence S85°58'05"W 3.49 feet to the POINT OF BEGINNING.

Subject to reservation, restrictions and easements of record, if any.

Also known as Sidwell No. 22-01-300-015.

SKETCH OF SURVEY

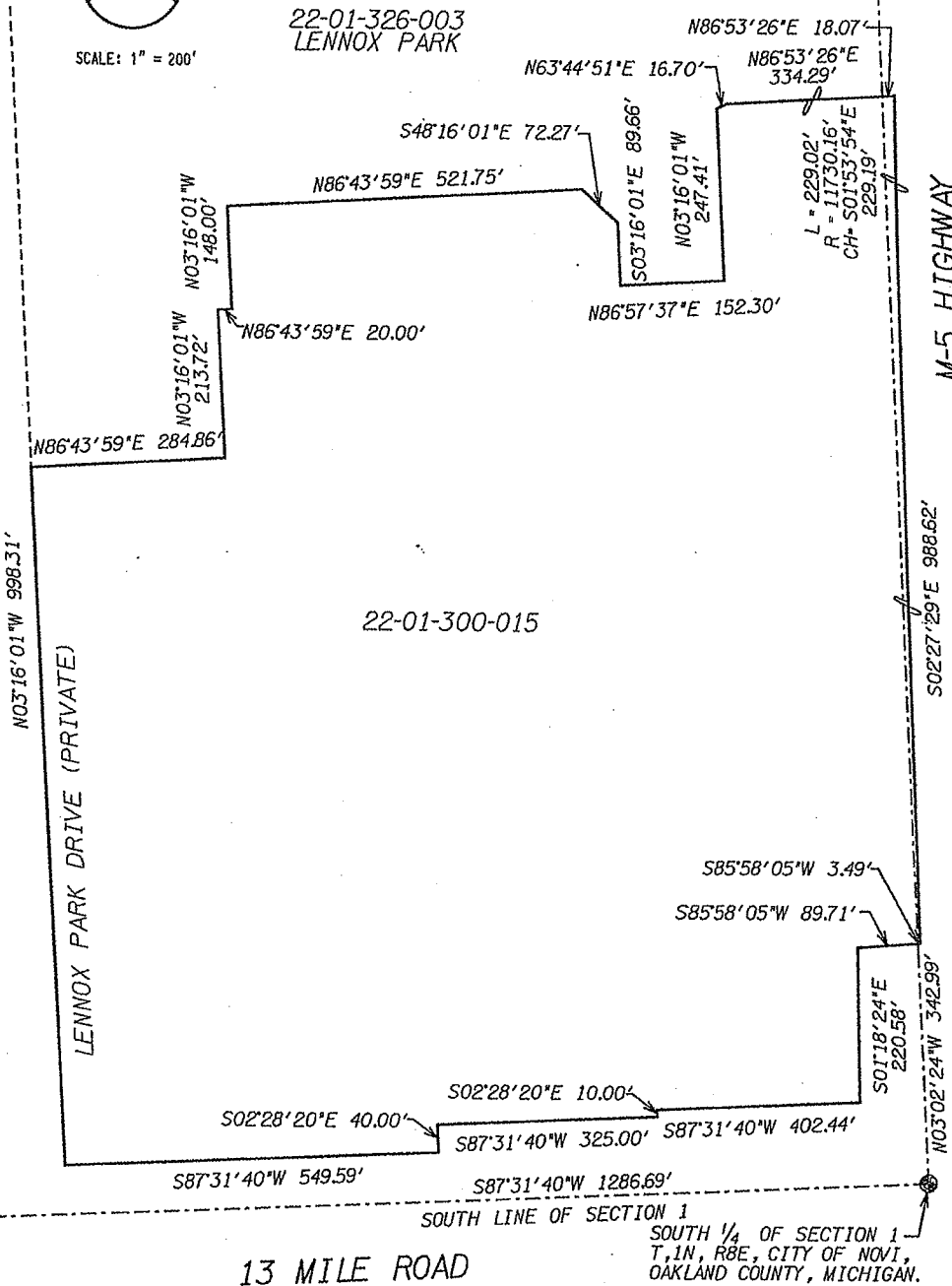


SCALE: 1" = 200'

NOTE: NO FIELD WORK PERFORMED.
DESCRIPTION TAKEN FROM RECORD.

CENTER OF SECTION 1
T, 1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN.

22-01-326-003
LENNOX PARK



USER NAME = Dhsbert+
 DESIGN FILE = V:\201403\20140319\40319_Parent_Porcel.dgn
 QUEUE =
 CLR. TBL1=MS761\No11\cfcsSurvey_PDF.d\FEM#BL - HRCStump.tbl
 TIME = 29-Sep-2016, 08:28 AM

13 MILE ROAD

SOUTH 1/4 OF SECTION 1
T, 1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN.

JOB NO. 20140319	<p>HRC HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915</p>	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 09/29/16		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 338-2592 WEB SITE: http:// www.hrc-engr.com	1	OF 2

EXHIBIT B
THE ORIGINAL EASEMENT

LIBER 42324 PG 238

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2010 AUG 30 AM 8:42

154531
LIBER 42324 PAGE 238
CITY OF NOVI RECORDING
CITY CLERK GENERAL REGISTRATION
08/30/2010 10:41:55 A.M. RECEIPT# 64711
2010 MAR 2
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Brightmoor Christian Church, a Michigan Ecclesiastical Corporation, formerly known as Brightmoor Tabernacle of Detroit, a Michigan Ecclesiastical Corporation ("Grantor") whose address is 40800 Thirteen Mile Road, Novi, MI 48377, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[Insert Description of Parcel or See attached and incorporated Exhibit A]

Tax Identification Number: 22-01-300-015

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit B]

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit B.

In the event that Grantee, its successors or assigns, enters upon the Easement Property for maintenance, repair or replacement, then Grantee or its successors or assigns shall be solely

GP
R
E
FILE

OK - MH

LIBER 42324 PG239

responsible for reasonable restoration of the areas disturbed by the maintenance or repair activities.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this day of January 28, 2010.

GRANTOR:

BRIGHTMOOR CHRISTIAN CHURCH, a Michigan Ecclesiastical Corporation

By: [Signature]
Its: Norman J. Kies Jr.
President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 28th day of January, 2010, before me, personally appeared the above named Norman J. Kies Jr. the President of Brightmoor Christian church, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

[Signature]
Notary Public,
Oakland County, MI
My commission expires: 11/12/2011

THIS INSTRUMENT DRAFTED BY:

Elizabeth M. Kudla, Esq.
30903 Northwestern Highway
Farmington Hills, MI 48334

HOLLIE M. CARDENAS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Nov. 12, 2011
Acting in the County of Oakland

AND WHEN RECORDED RETURN TO:

Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

LIBER 42324 PG 240

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated JANUARY 2010, attached hereto and incorporated as Exhibit A, whereby Brightmoor Christian Church grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

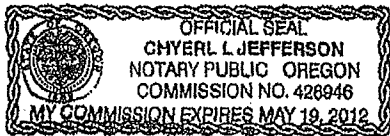
IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 3rd day of February, 2010.

Church Extension Plan, an non-profit
Oregon Corporation

By: Steven R Emerson
Its: Senior Vice President
(Steven R. Emerson)

STATE OF OREGON)
) ss.
COUNTY OF Marion)

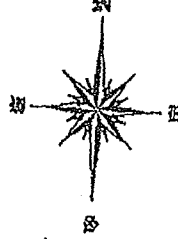
The foregoing Consent to Easement was acknowledged before me this 3rd day of February, 2010 by Steven R. Emerson, the Senior Vice President of Church Extension Plan, a non-profit Oregon Corporation.



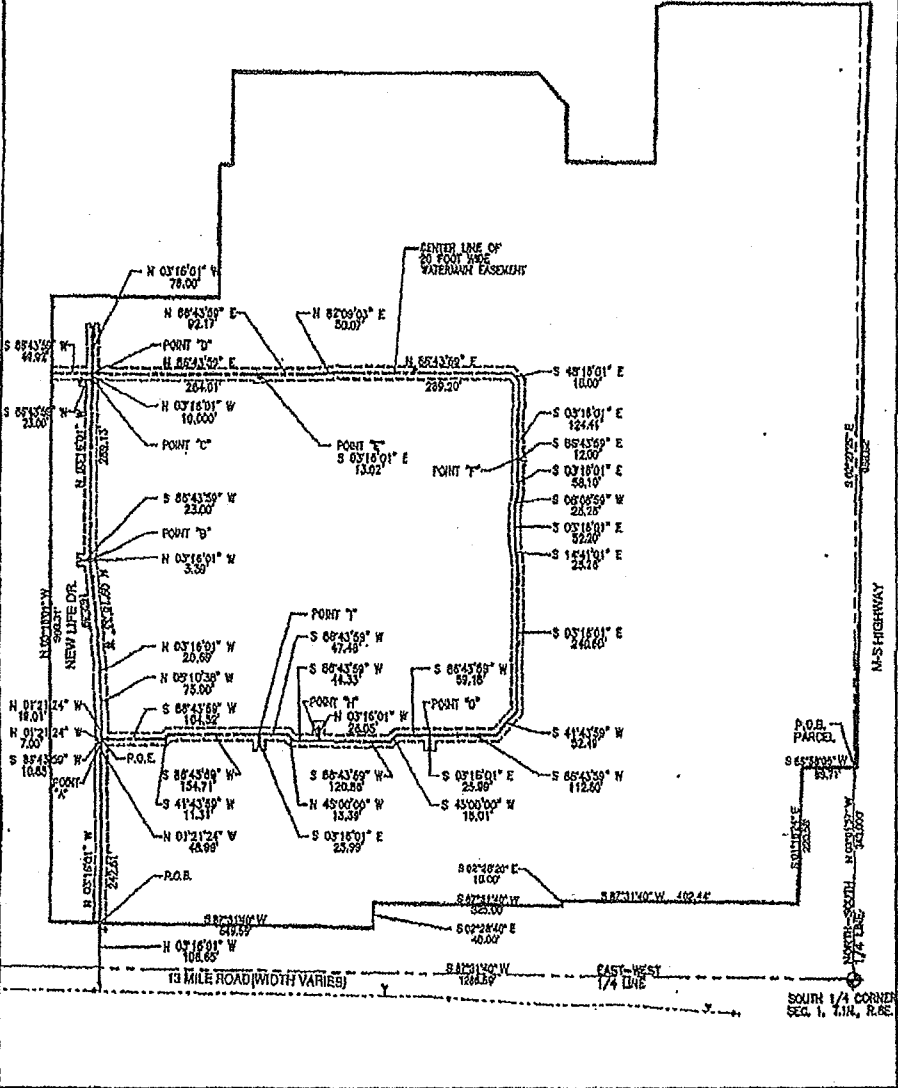
Cheryl L Jefferson
Notary Public
Marion County, MI OREGON
My commission expires: May 19, 2012

LIBER 42324 PG 2 of 4

WATER MAIN EASEMENT



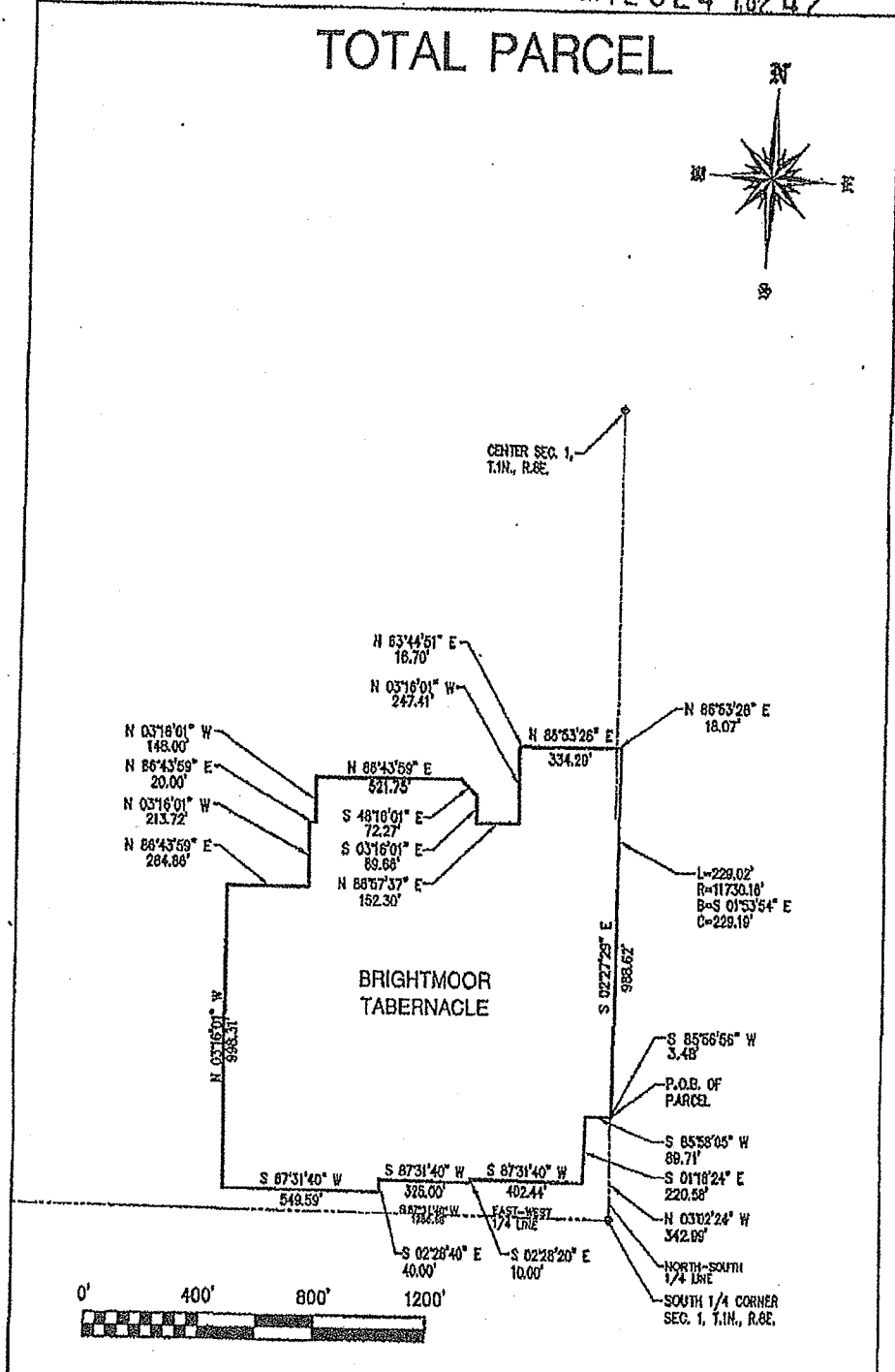
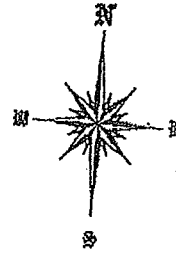
SCALE: 1" = 200'



ISSUED FOR:	REV'D BY:	ISSUED FOR:	REV'D BY:
Sujak Engineering, PLC. CIVIL ENGINEERING, DESIGNING & PLANNING 4031 COOLIDGE HIGHWAY TROY, MI 48068 PHONE: 248.885-8431 FAX: 248.886-8432 EMAIL: SUJAK_ENGINEERING@COMCAST.NET			
SEAL	DRAWN BY TCS	JOB No. 09-054	DESCRIPTION
	DATE 12/5/09	SHEET No. 1 of 3	SCALE 1"=200'
			Eightmoor Tabernacle Water Main Easement

LIBER 42324 PG 2 of 2

TOTAL PARCEL



ISSUED FOR:	REV'D BY:	ISSUED FOR:	REV'D BY:
Sujak Engineering, PLC.			
CIVIL ENGINEERING, DESIGNING & PLANNING 4031 COOLIDGE HIGHWAY TROY, MI 48068 PHONE: 248.885-8431 FAX: 248.885-8432 EMAIL: SUJAK.ENGINEERING@COMCAST.NET			
DRAWN BY	TCS	JOB No.	09-054
DATE	12/8/09	SHEET No.	2 of 3
SCALE	1"=400'		
DESCRIPTION			Brightmoor Tabernacle Water Main Easement

LIBER 4 2324 PG 2 of 3

WATERMAIN EASEMENT

LEGAL DESCRIPTION: TOTAL PARCEL

PART OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 1, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: ~~XXXX~~

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 1 AND PROCEEDING ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 1, N 03°02'24" W, 342.99 FEET TO THE POINT OF BEGINNING; THENCE S 85°58'05" W, 89.71 FEET; THENCE S 01°18'24" E, 220.58 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THIRTEEN MILE ROAD; THENCE THE FOLLOWING (6) COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE; S 87°31'40" W, 402.44 FEET; THENCE S 02°28'20" E, 10.00 FEET; THENCE S 87°31'40" W, 325.00 FEET; THENCE S 02°28'40" E, 40.00 FEET; THENCE S 87°31'40" W, 549.59 FEET; THENCE N 03°16'01" W, 998.31 FEET; THENCE N 88°43'59" E, 284.88 FEET; THENCE N 03°16'01" W, 213.72 FEET; THENCE N 88°43'59" E, 20.00 FEET; THENCE N 03°16'01" W, 149.00 FEET; THENCE N 88°43'59" E, 521.76 FEET; THENCE S 48°16'01" E, 72.27 FEET; THENCE S 03°16'01" E, 89.66 FEET; THENCE N 88°57'37" E, 152.30 FEET; THENCE N 03°16'01" W, 247.41 FEET; THENCE N 83°44'51" E, 16.70 FEET; THENCE N 88°53'26" E, 334.29 FEET; THENCE N 88°53'26" E, 18.07 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS=11730.16 FEET, CHORD BEARING S 01°53'54" E, 229.19 FEET, AN ARC DISTANCE OF 229.02 FEET; THENCE S 02°27'29" E, 888.62 FEET; THENCE S 85°58'05" W, 3.49 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 40.15 ACRES OF LAND.

LEGAL DESCRIPTION: WATERMAIN EASEMENT

pt of 22-01-200-05

The centerline of a 20 feet wide Watermain Easement being a part of the S.W. 1/4 of Section 1, T1N, R8E, City of Novi, Oakland County, Michigan, being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 1; thence S 87°31'40" W, 1286.69 feet along the East-West 1/4 line of said Section 1; thence N 03°16'01" W, 108.65 feet to the Point of Beginning; thence N 03°16'01" W, 349.27 feet; thence N 01°21'24" W, 48.99 feet to point "A"; thence N 01°21'24" W, 7.00 feet; continuing N 01°21'24" W, 19.01 feet; thence N 05°10'38" W, 75.00 feet; thence N 03°16'01" W, 20.89 feet; thence N 09°16'33" W, 182.39 feet; thence N 03°16'01" W, 3.39 feet to point "B"; thence N 03°16'01" W, 289.13 feet to point "C"; continuing N 03°16'01" W, 10.00 feet to point "D"; thence N 88°43'59" E, 284.01 feet to point "E"; continuing N 88°43'59" E, 62.17 feet; thence N 82°09'03" E, 60.07 feet; thence N 88°43'59" E, 289.20 feet; thence S 48°16'01" E, 18.00 feet; thence S 03°16'01" E, 124.41 feet to point "F"; continuing S 03°16'01" E, 58.10 feet; thence S 88°43'59" W, 25.28 feet; thence S 03°16'01" E, 52.20 feet; thence S 14°41'01" E, 25.29 feet; thence S 03°16'01" E, 240.60 feet; thence S 41°43'59" W, 62.49 feet; thence S 88°43'59" W, 112.50 feet to point "G"; thence S 88°43'59" W, 69.18 feet; thence S 45°00'00" W, 15.01 feet; thence S 88°43'59" W, 120.88 feet to point "H"; continuing S 88°43'59" W, 44.43 feet; thence N 45°00'00" W, 13.39 feet; thence S 88°43'59" W, 47.48 feet to point "I"; continuing S 88°43'59" W, 154.71 feet; thence S 41°43'59" W, 11.31 feet; thence S 88°43'59" W, 104.82 feet to the Point of Ending.

Also the centerline of a 20 feet wide Watermain Easement beginning at said Point "A"; thence S 88°43'59" W, 10.85, to the Point of Ending.

Also the centerline of a 20 feet wide Watermain Easement beginning at said Point "B"; thence S 88°43'59" W, 23.00 feet, to the Point of Ending.

Also the centerline of a 20 feet wide Watermain Easement beginning at said Point "C"; thence S 88°43'59" W, 23.00 feet to the Point of Ending.

Also the centerline of a 20 feet wide Watermain Easement beginning at said Point "D"; thence S 88°43'59" W, 69.92 feet, to the Point of Ending. Also beginning at said Point "D"; thence N 03°16'01" W, 78.00 feet, to the Point of Ending.

Also the centerline of a 20 feet wide Watermain Easement beginning at said Point "E"; thence S 03°16'01" E, 13.02 feet, to the Point of Ending.

Also the centerline of a 20 feet wide Watermain Easement beginning at said Point "F"; thence S 88°43'59" E, 12.00 feet, to the Point of Ending.

Also the centerline of a 20 feet wide Watermain Easement beginning at said Point "G"; thence S 03°16'01" E, 25.99 feet, to the Point of Ending.

Also the centerline of a 20 feet wide Watermain Easement beginning at said Point "H"; thence N 03°16'01" W, 28.05 feet, to the Point of Ending.

Also the centerline of a 20 feet wide Watermain Easement beginning at said Point "I"; thence S 03°16'01" E, 25.99 feet, to the Point of Ending.

ISSUED FOR:	REV'D BY:	ISSUED FOR:	REV'D BY:
Sujak Engineering, PLC.			
CIVIL ENGINEERING, DESIGNING & PLANNING 4031 COOLIDGE HIGHWAY TROY, MI 48068 PHONE: 248.885-8431 FAX: 248.886-8432 EMAIL: SUJAK.ENGINEERING@COMCAST.NET			
SEAL	DRAWN BY TCS	JOB No. 09-054	DESCRIPTION
	DATE 12/6/19	SHEET No. 3 of 3	SCALE
			Brightmoor Tabernacle Water Main Easement

EXHIBIT C
VACATED PORTION OF ORIGINAL EASEMENT

SKETCH OF EASEMENT VACATION



SCALE: 1" = 200'

NOTE: NO FIELD WORK PERFORMED.
DESCRIPTION TAKEN FROM RECORD.

TIME = 23-Aug-2016 - 01:43 PM

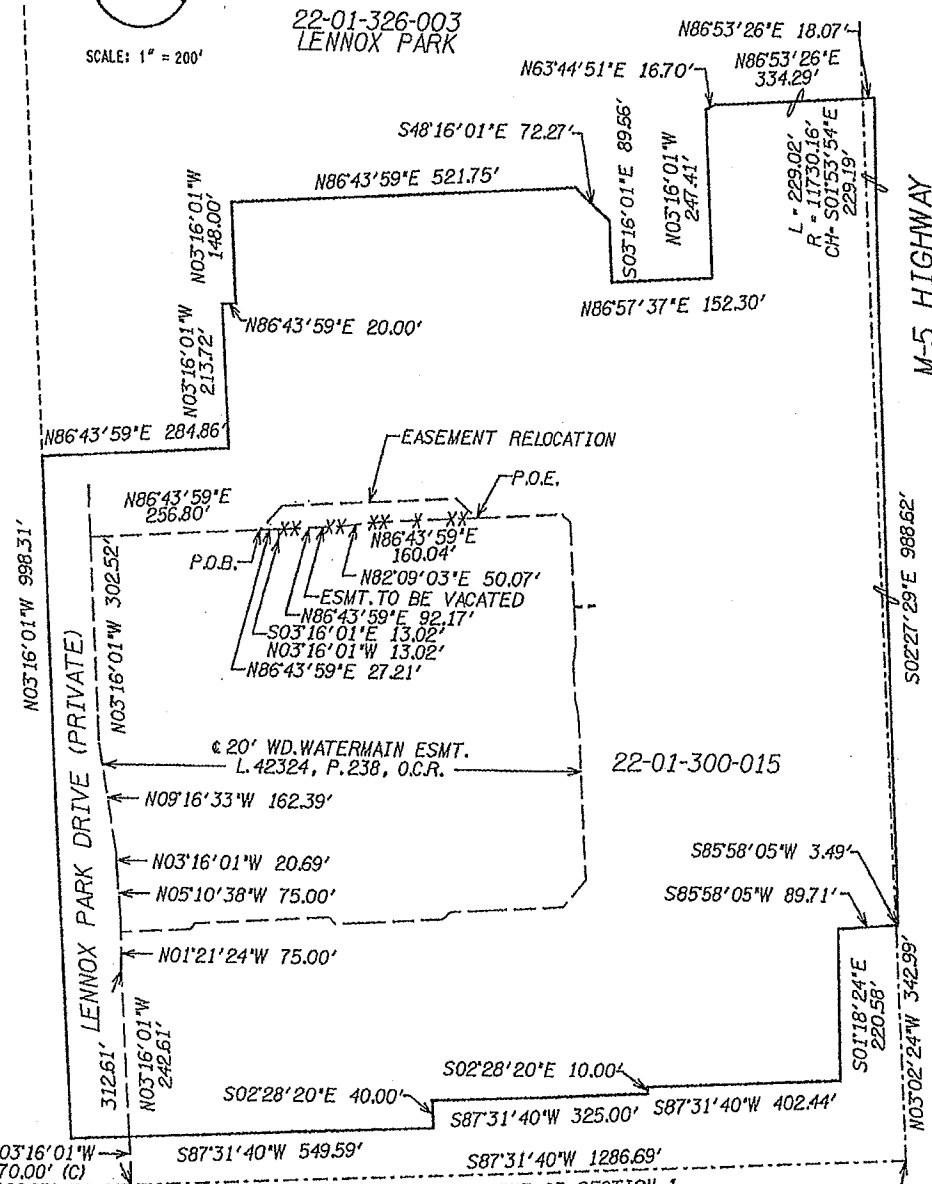
CL.R. TBL1:48578:ep1:ctcfpsurvey.prf,prf:PRF:JBL - HRCStemp.tbl

QUEUE =

DESIGN FILE = Y:\2014\03\2014-0319\FW\40319_wtl_vocato.dgn

USER NAME = Dhebert

22-01-326-003
LENNOX PARK



M-5 HIGHWAY

13 MILE ROAD

SOUTH 1/4 OF SECTION 1
T.1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN.

JOB NO. 20140319	<p>HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915</p>	655 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 684 48303 - 0824	SHEET NO.
DATE 03/20/15		PHONE: (248) 454-6300 FAX (1st Floor): (248) 454-6312 FAX (2nd Floor): (248) 938-2592 WEB SITE: http://www.hrc-engr.com		1
REV. 08/29/16 REV. 07/11/16				OF 2

03/20/15
20140319
22-01-300-015
Rev. 07/11/16
Rev. 08/29/16

DESCRIPTION OF PROPERTY (22-01-300-015 TAKEN FROM RECORD)

Part of the Southwest ¼ and Southeast ¼ of Section 1, T1N, R8E, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant N03°02'24"W 342.99 feet from the South ¼ corner of said Section 1; thence S85°58'05"W 89.71 feet; thence S01°18'24"E 220.58 feet; thence S87°31'40"W 402.44 feet; thence S02°28'20"E 10.00 feet; thence S87°31'40"W 325.00 feet; thence S02°28'20"E 40.00 feet; thence S87°31'40"W 549.59 feet; thence N03°16'01"W 998.31 feet; thence N86°43'59"E 284.86 feet; thence N03°16'01"W 213.72 feet; thence N86°43'59"E 20.00 feet; thence N03°16'01"W 148.00 feet; thence N86°43'59"E 521.75 feet; thence S48°16'01"E 72.27 feet; thence S03°16'01"E 89.66 feet; thence N86°57'37"E 152.30 feet; thence N03°16'01"W 247.41 feet; thence N63°44'51"E 16.70 feet; thence N86°53'26"E 334.29 feet; thence N86°53'26"E 18.07 feet; thence along a curve to the left 229.02, said curve having a radius of 11,730.16 feet and a chord bearing S01°53'54"E 229.19 feet; thence S02°27'29"E 988.62 feet; thence S85°58'05"W 3.49 feet to the POINT OF BEGINNING.

Subject to reservation, restrictions and easements of record, if any.

Also known as Sidwell No. 22-01-300-015.

DESCRIPTION OF WATERMAIN EASEMENT TO BE VACATED (PART OF LIBER 42324, PAGE 238, OAKLAND COUNTY RECORDS)

A 20 foot wide Watermain Easement being a part of Southwest ¼ of Section 1, T1N, R8E, City of Novi, Oakland County, Michigan, whose centerline is described as: beginning at a point distant S87°31'40"W 1,286.69 feet; thence N03°16'01"W 312.61 feet; thence N01°21'24"W 75.00 feet; thence N05°10'38"W 75.00 feet; thence N03°16'01"W 20.69 feet; thence N09°16'33"W 162.39 feet; thence N03°16'01"W 302.52 feet; thence N86°43'59"E 256.80 feet from the South ¼ corner of said Section 1 to the POINT OF BEGINNING; thence N86°43'59"E 27.21 feet; thence S03°16'01"E 13.02 feet; thence N03°16'01"W 13.02 feet; thence N86°43'59"E 92.17 feet; thence N82°09'03"E 50.07 feet; thence N86°43'59"E 160.04 feet to the POINT OF ENDING. Said description contains 6590 square feet or 0.15 acres, more or less.

SKETCH OF EASEMENT

NOTE: NO FIELD WORK PERFORMED.
DESCRIPTION TAKEN FROM RECORD.



SCALE: 1" = 200'

22-01-326-003
LENNOX PARK

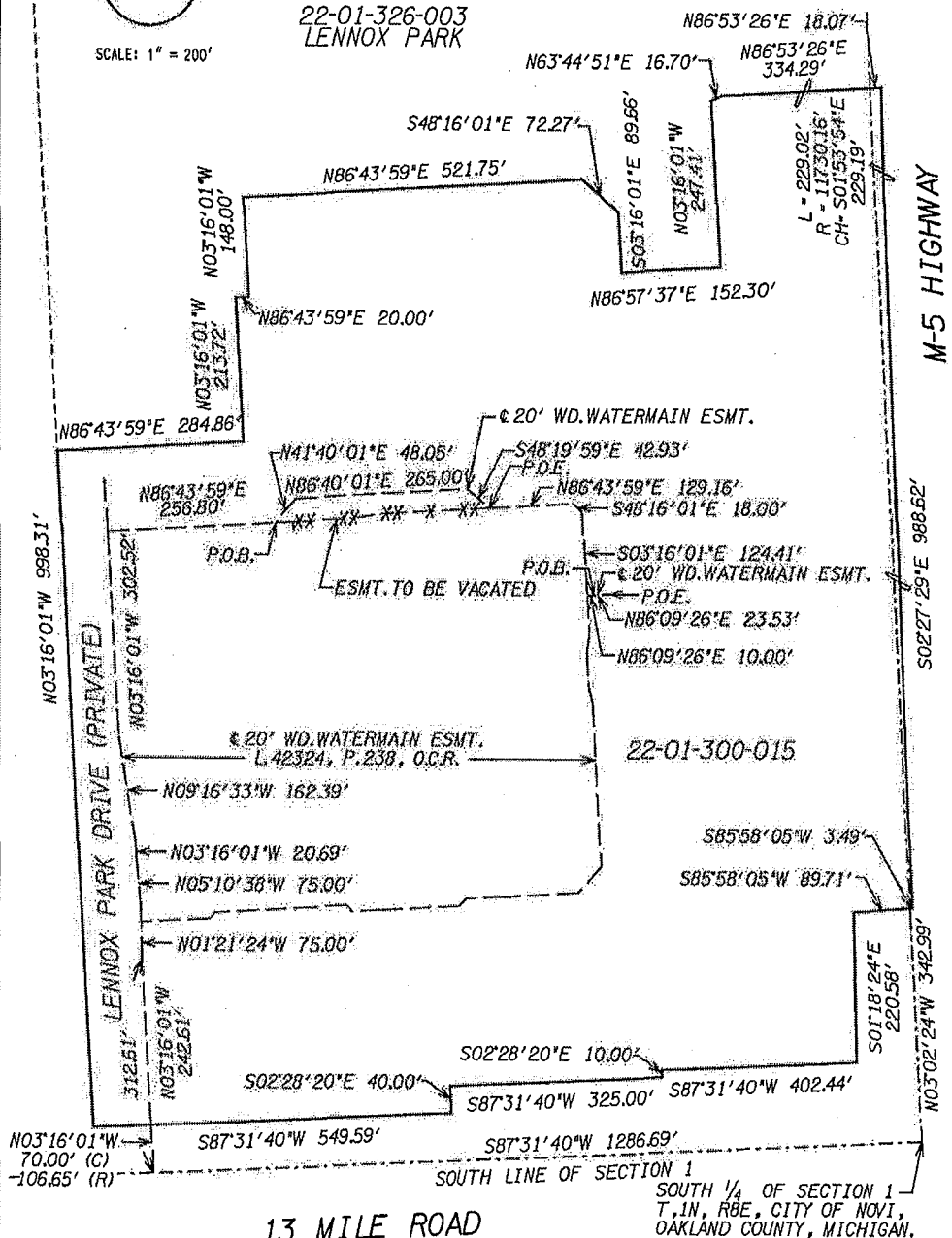
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QUEUE =

DESIGN FILE = V:\2014\20140319\40319.dwg

USER NAME = Dhebert



13 MILE ROAD

SOUTH 1/4 OF SECTION 1
T.1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN.

JOB NO. 20140319	<p>HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915</p>	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 024 48303-0024	SHEET NO.
DATE 03/20/15		PHONE: (248) 464-6300 FAX (1st Floor): (248) 464-6312 FAX (2nd Floor): (248) 339-2592 WEB SITE: http://www.hrc-eng.com		1 OF 2

REV. 08/29/16
REV. 07/11/16

03/20/15
20140319
22-01-300-015
Rev. 07/11/16
Rev. 08/29-16

DESCRIPTION OF PROPERTY (22-01-300-015 TAKEN FROM RECORD)

Part of the Southwest ¼ and Southeast ¼ of Section 1, T1N, R8E, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant N03°02'24"W 342.99 feet from the South ¼ corner of said Section 1; thence S85°58'05"W 89.71 feet; thence S01°18'24"E 220.58 feet; thence S87°31'40"W 402.44 feet; thence S02°28'20"E 10.00 feet; thence S87°31'40"W 325.00 feet; thence S02°28'20"E 40.00 feet; thence S87°31'40"W 549.59 feet; thence N03°16'01"W 998.31 feet; thence N86°43'59"E 284.86 feet; thence N03°16'01"W 213.72 feet; thence N86°43'59"E 20.00 feet; thence N03°16'01"W 148.00 feet; thence N86°43'59"E 521.75 feet; thence S48°16'01"E 72.27 feet; thence S03°16'01"E 89.66 feet; thence N86°57'37"E 152.30 feet; thence N03°16'01"W 247.41 feet; thence N63°44'51"E 16.70 feet; thence N86°53'26"E 334.29 feet; thence N86°53'26"E 18.07 feet; thence along a curve to the left 229.02, said curve having a radius of 11,730.16 feet and a chord bearing S01°53'54"E 229.19 feet; thence S02°27'29"E 988.62 feet; thence S85°58'05"W 3.49 feet to the POINT OF BEGINNING.

Subject to reservation, restrictions and easements of record, if any.

Also known as Sidwell No. 22-01-300-015.

DESCRIPTION OF WATERMAIN EASEMENT

A 20 foot wide Watermain Easement being a part of Southwest ¼ of Section 1, T1N, R8E, City of Novi, Oakland County, Michigan, whose centerline is described as: beginning at a point distant S87°31'40"W 1,286.69 feet; thence N03°16'01"W 312.61 feet; thence N01°21'24"W 75.00 feet; thence N05°10'38"W 75.00 feet; thence N03°16'01"W 20.69 feet; thence N09°16'33"W 162.39 feet; thence N03°16'01"W 302.52 feet; thence N86°43'59"E 256.80 feet from the South ¼ corner of said Section 1 to the POINT OF BEGINNING; thence N41°40'01"E 48.05 feet; thence N86°40'01"E 265.00 feet; thence S48°19'59"E 42.93 feet to the POINT OF ENDING. Also, beginning at a point distant N86°43'59"E 129.16 feet; thence S48°16'01"E 18.00 feet; thence S03°16'01"E 124.41 feet; thence N86°09'26"E 10.00 feet from said POINT OF ENDING to the POINT OF BEGINNING; thence N86°09'26"E 23.53 feet to the point of ending. Said easement contains 7,590 square feet, or 0.17 acres, more or less.

1711 of 2000
& See Full Warrant

HDSUPPLY

WATERWORKS

PS Bid #: RAD26215956
Job Name: BRIGHTMOOR CHURCH
Location: NOVI
Customer: SITE DEVELOPMENT INC
Engineer:
Bid date: 7/24/15

Salesman: BOB DOHN
Branch: HDS-SHELBY TWP
Phone: (586) 323-8800
Fax: (586) 323-8812
Mobile: (248) 755-8818

Seq#	Qty	Description	Units	Price	Ext. Price
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*HDSWW'S FULL TERMS APPLY.
 SEE ATTACHED TERMS
 QUOTE FIRM FOR 30 DAYS UNLESS NOTED OTHERWISE
 *TAKEOFFS ARE NOT GUARANTEED FOR SPECS OR QUANTITIES.
 *DUCTILE PIPE MAY BE PRICED FOR FACTORY DIRECT TO JOBSITE DELIVERY. DUCTILE PIPE FROM HDSWW'S YARD MAY BE BILLED AT A HIGHER PRICE.
 SPECIAL ORDER ITEMS MAY NOT BE RETURNED WITHOUT APPROVAL.
 *THIS QUOTE IS BASED ON THE RECEIPT OF THE ENTIRE LIST OF MATERIAL. ANY DEVIATION COULD RESULT IN PRICE CHANGES.

PAYMENT IS NOT CONTINGENT ON CLEANUPS. CLEANUPS ARE DONE AS A COURTESY AND AT HD SUPPLY'S DISCRETION

HDSWW MICHIGAN NOW HAS FUSION EQUIPMENT FOR RENT OR SALE 1" THRU 65"

SANITARY SEWER MATERIALS

290	140	6X14' PVC PIPE 23.5 (G)	EA	4.73	662.20
300	2	6X6 WYE PVC TRUSS GSKTD	EA	41.42	82.84
310	2	6 PVC TRUSS 45 BEND GSKTD	EA	21.74	43.48
320	2	6 SDR35 CLEANOUT ADPT HXF L/PL	EA	16.35	32.70
330	2	6 PVC SWR CLEANOUT PLUG MIPT	EA	10.56	21.12
340	2	EJ 1565Z FRAME	EA	85.27	170.54
350	2	EJ 1565A SOLID COVER	EA	50.74	101.48

WATERMAIN MATERIALS

Seq#	Qty	Description	Units	Price	Ext. Price
380	420	8 TJ CL54 DI PIPE DBLE C/L	FT	26.17	10,991.40
390	60	6 TJ CL54 DI PIPE DBLE C/L	FT	20.24	1,214.40
410	3	8 MJ 45 BEND USA CP DI C153	EA	122.58	367.74
420	2	8X6 MJ TEE USA CP DI C153	EA	189.64	379.28
440	2	55514D EJIW HYDRANT	EA	1,595.39	3,190.78
450	2	6 EJIW MJ GATE VLV RW OR	EA	450.97	901.94
460	2	D-BOX(DI) COMPLETE W/#4 BASE	EA	200.18	400.36

STORM/SEWER MATERIALS

500	220	8X10' PVC SCH40 DWV PIPE SWB SOLVENT WELD BELL	FT	3.48	765.60
510	100	8X10' PVC SCH40 DWV PIPE SW	FT	5.35	535.00
520	160	10X20' PVC SCH40 DWV PIPE SWB SOLVENT WELD BELL	FT	7.83	1,252.80

540	1	8 PVC SCH40 DWV CAP HUB P116-081	EA	12.93	12.93
550	1	8 PVC SCH40 DWV CAP HUB	EA	28.65	28.65
560	1	10 PVC SCH40 DWV CAP HUB	EA	51.09	51.09
570	2	8 PVC SCH40 DWV 45 HXH P321-080	EA	47.81	95.62

590	11	RCP C76-4 B-WALL OR 12"	FT	8.65	6,150.15
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610	3,000	M252 6X100 ADS PRF W/MDOT SOCK	FT	1.55	4,650.00
620	1	5 SDR-15 CLEANOUT ADPT HX E D/PL	EA	16.35	16.35
630	1	6 PVC SWR CLEANOUT PLUG MIRT	EA	10.56	10.56

650	1	FEMALE FLARED END SEC 12"	EA	328.24	328.24
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670	14	7045Z IFR 7050T1 BK ASSEMBLED	EA	349.78	4,896.92
680	14	EJ 7045M GRATE	EA	118.82	1,663.48
690	5	EJ 1040Z FRAME	EA	207.95	1,039.75
700	1	EJIW 1040B PERF COVER	EA	148.91	148.91

4' STRUCTURES

730	19	NCP 48" CAST IN BASE	EA	125.00	2,375.00
740	158	NCP 48" RISER & CONE STORM	FT	60.00	9,480.00
750	18	NCP MH TOP 48" X8" TO 26" GRVD	EA	155.00	2,790.00

End Sub Total 14,800.00

Bid Totals

Sub Total \$55,006.31

Tax \$3,300.38

Bid Total \$58,306.69

SWORN STATEMENT

STATE OF MICHIGAN)
 COUNTY OF OAKLAND) SS

H. Clayton Schultz, being duly sworn, deposes and says:

That he makes the Sworn Statement on behalf of Site Development, Inc., who is the contractor for an improvement to the following described real property situated in Michigan, and described as follows:

**BRIGHTMOOR CHRISTIAN CHURCH
 ADDITION & RENOVATION**

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor has sub contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

<u>Subcontractor/supplier</u>	<u>Contract Amt</u>	<u>Amt Paid</u>	<u>Amt Owino</u>	<u>Balance Due</u>
Edwards/Tres	\$ 9,000.00	\$ 9,000.00	\$	\$
Ellsworth Industries	\$ 88,711.85	\$ 88,711.85	\$	\$
Future Fence	\$ 49,101.75	\$ 49,101.75	\$	\$
HD Supply Waterworks	\$ 64,552.03	\$ 64,552.03	\$	\$
Metro Transport	\$ 45,639.18	\$ 45,639.18	\$	\$
Nederveld	\$ 12,300.00	\$ 12,300.00	\$	\$
TOTALS	\$ 269,304.81	\$ 269,304.81	\$	\$

Fringes paid thru 10/31/16

that the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

Deponent further says that he or she makes the foregoing statement as the contractor for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set for the above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR DIED.

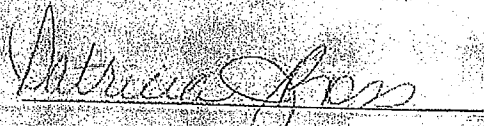


Deponent

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110.F THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this

13th day of December, 2016



Notary Public, Patricia J. Ross

Macomb Acting in Oakland County, Michigan

My Commission Expires: 1/29/18

George W. Auch Company

735 S. Paddock Street
P.O. Box 430719 (48343)
Pontiac, MI 48341-3241

(248) 334-2000 FAX# (248) 334-5713

Since 1908

WAIVER NEEDED
FOR OWNER BILLING

WAIVER OF LIEN

December 07, 2015

Vendat: S22977

Contract/PO#: 0271005

AUCH

FINAL UNCONDITIONAL WAIVER OF LIEN

Known by all persons by these presents, that the undersigned is authorized by:

Site Development, Inc.

We have a contract with the George W. Auch Company, to provide the following:

For 8271-14 for improvement to the property described as:

BCC-Expansion & Renovation
Brightmoor Christian Church
Novi, MI 48377

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Site Development, Inc.
30850 Stephenson Hwy
Madison Heights, MI 48071

Name: [Signature]

Title: Secretary/Treasurer

Date: 12/14/15

Please sign this Waiver of Lien and return to the following address:

George W. Auch Company
735 S. Paddock Street
P.O. Box 430719 (48343)
Pontiac, MI 48341-3241

Further payment cannot be made until this waiver of Lien is returned. A Waiver for all subs/vendors on the current Sworn Statement must be included.

Full Unconditional Waiver

My/our contract with SITE DEVELOPMENT, INC to provide:
(Name of Payor)

TREE REMOVAL & DEMO for the improvement to the property described as:
(Kind of Material/Labor)

BRIGHTMOOR CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released.

Company Name EDWARD'S TREE & LAND CLEARING

12-26-15
(Date Signed On)

By Marvin M Edwards

Title President

Address 156 SECOND ST

Amount of this Payment \$9,000.00 METAMORA, MI 48455

Accumulated Payment to Date \$9,000.00 Phone # 810-678-3593

Full Unconditional Waiver

My/our contract with SITE DEVELOPMENT INC. to provide
(Name of Payor)

TRUCKING for the improvement to the property described as
(Kind of Material/Labor)

BRIGHTMOOR CHRISTIAN CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released.

ELLSWORTH INDUSTRIES, INC.

By Patricia L. Martell

Title vice pres

Address: P.O. BOX 5388
PLYMOUTH MI 48170
734-260-0360

12-9-16
(Date Signed On)

Amount of this Payment \$1,680.00

Accumulated Payment to Date \$88,711.85

Full Unconditional Waiver


My/our contract with SITE DEVELOPMENT INC. to provide
(Name of Payor)

LABOR, MATERIAL & SUPERVISION: for the improvement to the property described as
(Kind of Material/Labor)

BRIGHTMOOR CHRISTIAN CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released:

12/14/16
(Date Signed On)

FUTURE FENCE CO.
By 
Title Contract Administrator

Address: 23450 REGENCY PARK DRIVE
WARREN MI 48089
586-755-0900

Amount of this Payment \$8,768.00

Accumulated Payment to Date \$57,867.75

Full Unconditional Waiver

My/our contract with SITE DEVELOPMENT INC to provide
(Name of Payor)

UNDERGROUND PIPE for the improvement to the property described as
(Kind of Material/Labor)

BRIGHTMOOR CHRISTIAN CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released.

HD SUPPLY WATERWORKS, LTD.

12-9-16
(Date Signed On)

By Patrick Quirkman

Title Credit Manager

Address: P.O. BOX 28330
ST LOUIS MO 63146
800-693-8150

Amount of this Payment \$330.15

Accumulated Payment to Date \$64,552.03

Full Unconditional Waiver

My/our contract with SITE DEVELOPMENT INC to provide
(Name of Payor)

TRUCKING for the improvement to the property described as
(Kind of Material/Labor)

BRIGHTMOR CHRISTIAN CHURCH having been fully paid and
(Street Address/Description)

satisfied, all my/our construction lien rights against such property are hereby waived and released

METRO TRANSPORT, INC.

BY

Jaqueline Keparabiz

Title

A.R.

Address: 11800 EAST GRAND RIVER
BRIGHTON MI 48116
248-624-5544

Amount of this Payment \$14,199.41

Accumulated Payment to Date \$48,639.18

Full Unconditional Waiver

My/our contract with SITE DEVELOPMENT INC to provide
(Name of Payor)

LAYOUT for the improvement to the property described as
(Kind of Material/Labor)

BRIGHTMOOR CHRISTIAN CHURCH having been fully paid and
(Street Address/Description)

satisfied; all my/our construction lien rights against such property are hereby waived and released.

NEDERVELD INC.

By Joseph J. Nordboon

Title Project Accountant

Address 217 GRANDVILLE AVE SW
SUITE 302
GRAND RAPIDS MI 49503
616-575-5150

8/25/16
(Date Signed On)

Amount of this Payment \$3,567.00

Accumulated Payment to Date \$12,300.00