



CITY of NOVI CITY COUNCIL

Agenda Item J
June 5, 2017

SUBJECT: Acceptance of two warranty deeds from Level One Bank (formerly Lotus Bank) parcel 22-10-400-013: one for the dedication of the 43 foot master planned right-of-way along the east side of Dixon Road north of Twelve Mile Road, and a second for the dedication of 15 additional feet, providing the 90 foot master planned along the same stretch of road; and approval to execute a Quit Claim Deed conveying the dedicated Twelve Mile Road right-of-way to the Road Commission for Oakland County.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL 

BACKGROUND INFORMATION:

Level One Bank, formerly known as Lotus Bank, is requesting the acceptance of two warranty deeds conveying the master planned right-of-way, one for Dixon Road and one for Twelve Mile Road, along the frontage of the Lotus Bank development, currently Level One Bank, as proposed on the approved site plan.

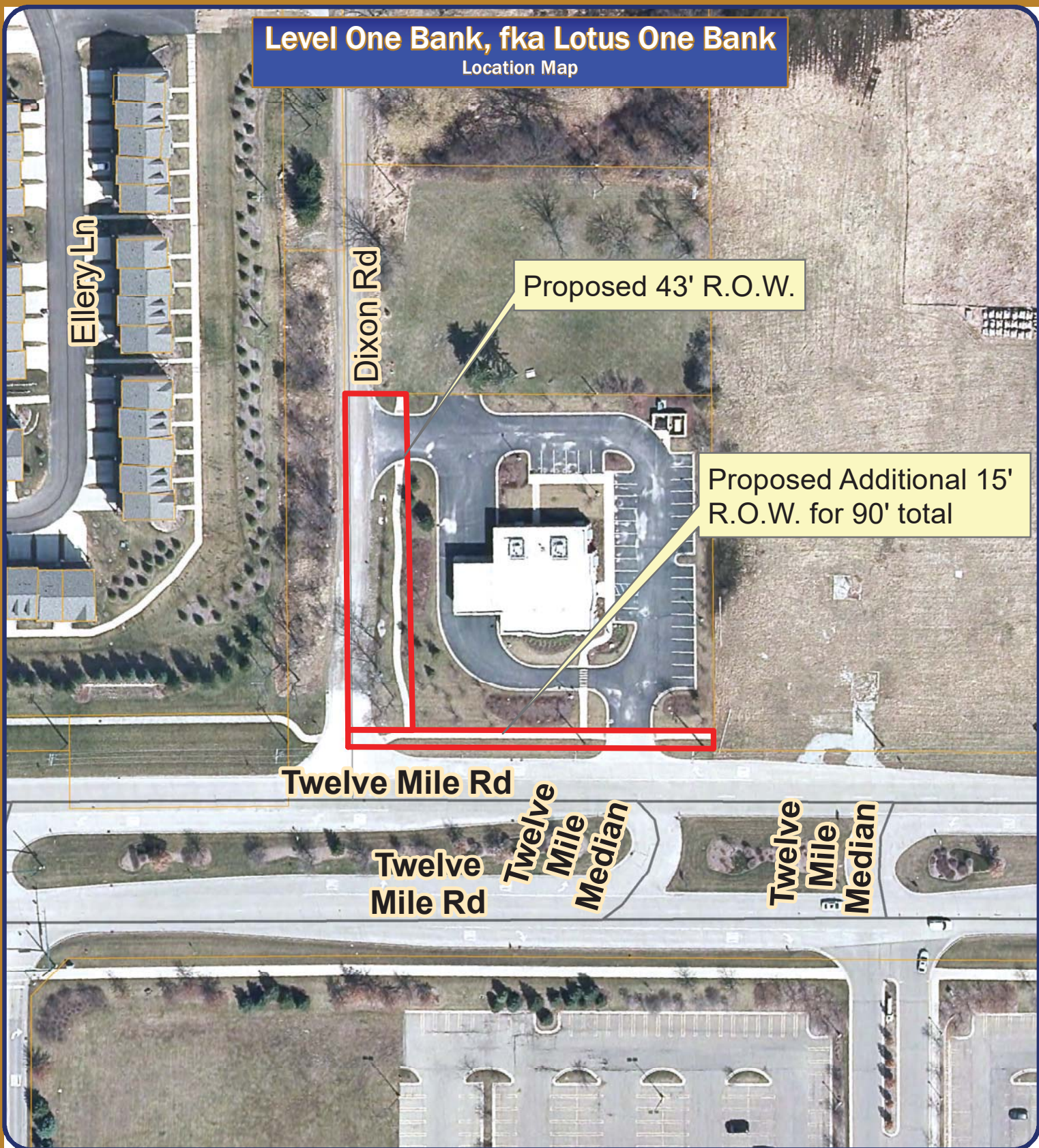
The deed for the Twelve Mile Road right-of-way will be dedicated to the Road Commission for Oakland County as Twelve Mile Road is under their jurisdiction.

Provided that the title issue is resolved, the enclosed agreements have been favorably reviewed by the City Attorney, as described in the attached letters from Beth Saarela dated April 26, 2017 and May 22, 2017, and are recommended for approval.

RECOMMENDED ACTION: Acceptance of two warranty deeds from Level One Bank (formerly Lotus Bank) parcel 22-10-400-013: one for the dedication of the 43 foot master planned right-of-way along the east side of Dixon Road north of Twelve Mile Road, and a second for the dedication of 15 additional feet, providing the 90 foot master planned along the same stretch of road; and approval to execute a Quit Claim Deed conveying the dedicated Twelve Mile Road right-of-way to the Road Commission for Oakland County.

Level One Bank, fka Lotus One Bank

Location Map

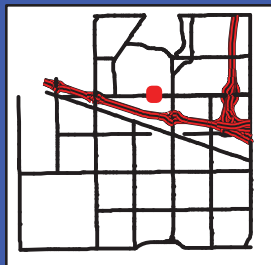


Map Author: Theresa Bridges
Date: 5/30/2017
Project:
Version #:

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



1 inch = 94 feet





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@jrsjlaw.com

www.jrsjlaw.com

April 26, 2017

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

Re: Lotus Bank SP06-60
Warranty Deed for Dixon Road Right-of-Way

Dear Mr. Melistas:

We have received and reviewed the following enclosed document:

- Warranty Deed for Dixon Road

The Warranty Deed has not been previously forwarded for acceptance by City Council because the Grantor name, "Lotus Bank," is not the name of the entity that owns the subject property, which is "Lotus Bancorp, Inc." Lotus Bank has not responded to the request for a replacement deed showing "Lotus Bancorp, Inc.," as the owner. Because the name is inconsistent with the deed vesting fee title, there is some risk that a challenge to the deed pursuant to a quiet title action could result in a court determining that the Warranty Deed is invalid. However, the risk of the challenge is probably small. On this basis, and previous non-responsiveness of the property owner with respect to the revision, the City could accept right-of-way based on the enclosed Warranty Deed.

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

Sincerely,

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


Elizabeth K. Saarela

George Melistas, Engineering Senior Manager

April 26, 2017

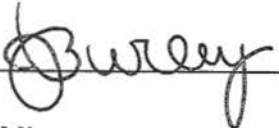
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Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures to follow)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Darcy Rechten, Staff Engineer (w/Enclosures)
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

The foregoing instrument was acknowledged before me this 29th day of February, 2008, by Satish Jasti, the President and CEO of Lotus Bancorp, Inc., a Michigan corporation.

J BURLEY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission expires Nov. 21, 2013
Acting in the County of Oakland



Notary Public
Oakland County, MI
Acting in Oakland County, MI
My Commission Expires 11.21.2013

WHEN RECORDED, RETURN TO: Send Subsequent Tax Bills to:	Drafted by:
Cortney Hanson, Clerk -- City of Novi 45175 Ten Mile Road Novi, MI 48375	Elizabeth K. Saarela, Esquire 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331
City of Novi 45175 West Ten Mile Road Novi, MI 48375	

Part of Tax Parcel No. _____
Job No. _____ Recording Fee _____ Transfer Tax _____

DIXON ROAD ADDITIONAL RIGHT-OF-WAY

LEGAL DESCRIPTION FOR PARCEL 2:

PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:
COMMENCING AT THE SOUTH 1/4 OF SAID SECTION;
THENCE N. 02°52'00" W. 75.01 FT. TO THE POINT OF BEGINNING;
THENCE N. 02°52'00" W. 254.99 FT.;
THENCE N. 90°00'00" E. 264 FT.;
THENCE S. 02°52'00" E. 254.99 FT.;
THENCE S. 90°00'00" W. 264 FT. TO THE POINT OF BEGINNING.

DIXON RD. ADDITIONAL RIGHT-OF-WAY DESCRIPTION:

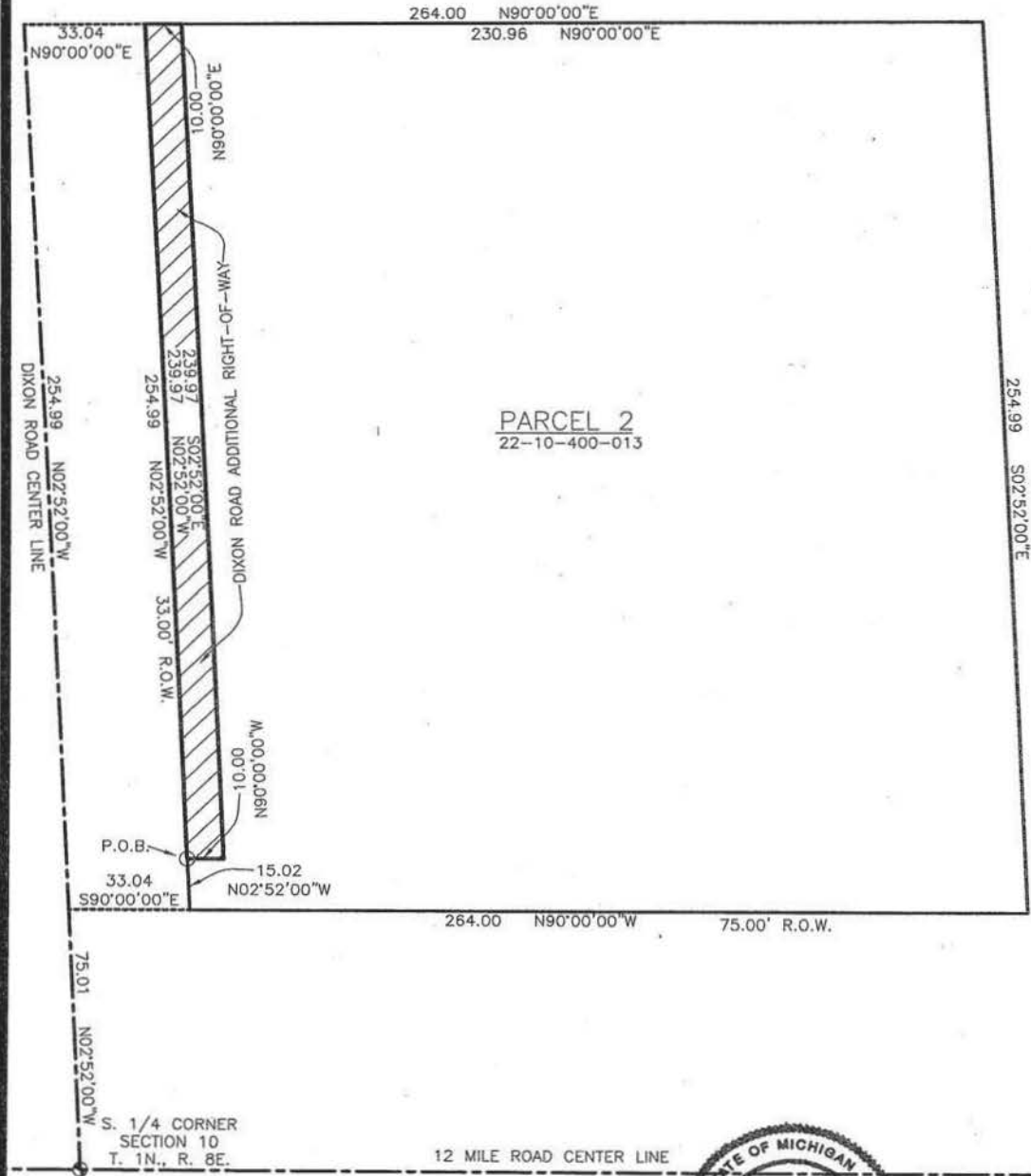
PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:
COMMENCING AT THE SOUTH 1/4 OF SAID SECTION;
THENCE N. 02°52'00" W. 75.01 FT.
THENCE S. 90°00'00" E. 33.04 FT.
THENCE N. 02°52'00" W. 15.02 FT.
TO THE POINT OF BEGINNING;
THENCE N. 02°52'00" W. 239.97 FT.;
THENCE N. 90°00'00" E. 10.00 FT.;
THENCE S. 02°52'00" E. 239.97 FT.;
THENCE N. 90°00'00" W. 10.00 FT.
TO THE POINT OF BEGINNING.



DIXON ROAD ADDITIONAL RIGHT-OF-WAY

PARCEL 1

PARCEL 2
22-10-400-013



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

SHEET 2 OF 2



ENGINEERING SERVICES INC. PHONE: (734) 525-7330
32300 SCHOOLCRAFT ROAD (586) 254-2080
LIVONIA, MICHIGAN 48150 FAX: (734) 525-7255
(586) 739-5944

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Lawyers Title Insurance Corporation**



Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.


LAWYERS TITLE INSURANCE CORPORATION

Attest:


Secretary



By:


President

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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
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; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "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 Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness 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 covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. 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 indebtedness 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 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, 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 adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter 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 and 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 which allege matters not insured by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, 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 hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction

and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company 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 any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest 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.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which 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. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, 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 proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which 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 records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which 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 other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. 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.

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, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(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, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which 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 which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (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.

CONDITIONS AND STIPULATIONS

(Continued)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

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 and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or
(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPOINTMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements subsequent to Date of Policy, unless a liability or value has otherwise been established upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

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 unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(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 here has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any 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.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. 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 or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which 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.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. 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 of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of insurance is \$1,000,000 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 \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto 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, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

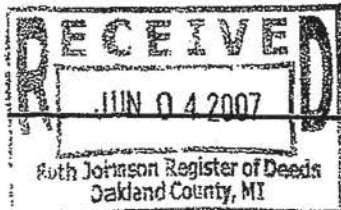
(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

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

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.



129366
 LIBER 39213 PAGE 236
 \$13.00 DEED - COMBINED
 \$4.00 REINDEMENTATION
 06/06/2007 09:51:53 A.M. RECEIPT# 59055

QUIT CLAIM DEED
 Statutory Form
 Corporation

PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

KNOW ALL PEOPLE BY THESE PRESENTS: Lotus Bancorp, Inc., a Michigan Corporation, whose street number and post office address is 45650 Grand River Ave., First Floor, Novi, Michigan 48374, Convey(s) and Quit Claim(s) to Lotus Bank, whose street number and post office address is 45650 Grand River Avenue, First Floor, Novi, Michigan 48374, the following described premises situated in the City of Novi, County of Oakland to wit:

Parcel 1

Part of the Southeast $\frac{1}{4}$ of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point on the North and South $\frac{1}{4}$ line of Section 10, also being the centerline of Dixon Road, North 00 degrees 52 minutes 00 seconds West, 330.00 feet from the South $\frac{1}{4}$ corner of Section 10, Town 1 North, Range 8 East and proceeding thence along the North and South $\frac{1}{4}$ line, also being the centerline of Dixon Road, North 00 degrees 52 minutes 00 seconds West, 165.00 feet; thence due East, 264.00 feet; thence due South 00 degrees 52 minutes 00 seconds East; thence due West, 264.00 feet to the point of beginning.

BEING SURVEYED AS: Part of the Southeast $\frac{1}{4}$ of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the South $\frac{1}{4}$ of said Section; thence North 02 degrees 52 minutes 51 seconds West, 330 feet to the Point of Beginning; thence due North 02 degrees 52 minutes 51 seconds West, 165 feet; thence North 88 degrees 00 minutes 40 seconds East, 264 feet; thence South 02 degrees 52 minutes 51 seconds East, 165 feet; thence South 88 degrees 00 minutes 40 seconds West, 264 feet to the Point of Beginning.

More commonly known as 28000 Dixon Road, Novi, Michigan 48377. Tax Item No. 22-10-400-012

Parcel 2

Part of the Southeast $\frac{1}{4}$ of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at the South $\frac{1}{4}$ corner of Section 10 and proceeding thence along the North and South $\frac{1}{4}$ line, also being the centerline of Dixon Road North 00 degrees 52 minutes 00 seconds West, 330.00 feet; thence due East, 264.00 feet; thence South 00 degrees 52 minutes 00 seconds East, 330.00 feet; thence along the South line of Section 10, also being the centerline of 12 Mile Road, due West 264.00 feet to the point of beginning. Except that part deeded to the City of Novi, as evidenced by Warranty Deed recorded in Liber 23026, page 837.

BEING SURVEYED AS: Part of the Southeast $\frac{1}{4}$ of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the South $\frac{1}{4}$ of said Section; thence North 02 degrees 52 minutes 51 seconds West, 75.01 feet to the Point of Beginning; thence due North 02 degrees 52 minutes 51 seconds West, 254.99 feet; thence North 88 degrees 00 minutes 40 seconds East, 264 feet; thence South 02 degrees 52 minutes 51 seconds East, 254.99 feet; thence South 88 degrees 00 minutes 40 seconds West, 264 feet to the Point of Beginning.

More commonly known as 44264 Twelve Mile Road, Novi, Michigan 48377. Tax Item No. 22-10-400-013

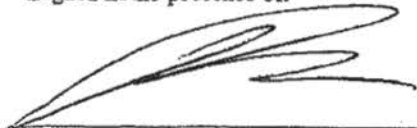
for the sum of One Dollar and 00/100 (\$1.00) subject to: (1) Existing Building and use restrictions and easements of record; (2) Exempt per MSA 7.456(5)(a) and Exempt per MSA 7.456(26)(a).

O.K. - MH

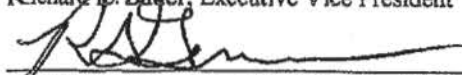
LIBER39213 00237

Dated May 31, 2007

Signed in the presence of:

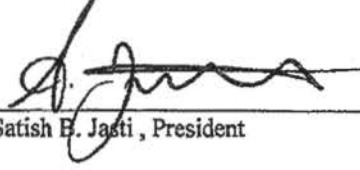


Richard E. Bauer, Executive Vice President



Richard S. Gurne, Executive Vice President

Signed By:



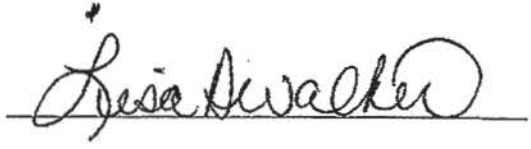
Satish B. Jasti, President

STATE OF MICHIGAN

} S.S.

COUNTY OF Oakland

The foregoing instrument was acknowledged on May 31, 2007, before me personally appeared Satish B. Jasti, Its President, to me personally known, who being by me sworn, did say that he is, President of Lotus Bancorp, Inc., a Michigan Corporation, named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said CORPORATION, and that the said instrument was signed and sealed in behalf of said CORPORATION by authority of its board of directors; and, Its President acknowledged said instrument to be the free act and deed of said CORPORATION.



LISA A. WALKER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND

My Commission expires April 18, 2013

Drafted By: Acting in the County of Oakland.

After recording return to:

Lotus Bank
45650 Grand River Ave., First Floor
Novi, Michigan 48374

Richard E. Bauer
Executive Vice President
Lotus Bank
45650 Grand River Ave.
Novi, Michigan 48374

**Lawyers Title Insurance Corporation
OWNER'S POLICY**

SCHEDULE A

CASE NUMBER
06-099432

DATE OF POLICY
September 27, 2006
at 5:00 P. M.

AMOUNT OF INSURANCE
\$850,000.00

POLICY NUMBER
TLC-06-099432

1. NAME OF INSURED:

Lotus Bancorp, Inc., a Michigan corporation

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

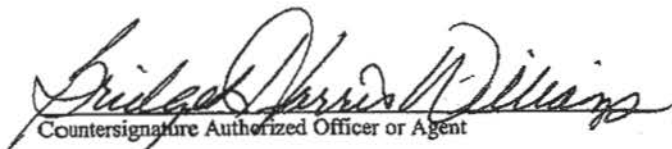
Fee Simple

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

Lotus Bancorp, Inc., a Michigan corporation

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

See Attached Legal Description


Countersignature Authorized Officer or Agent

Issued at Troy, Michigan
LandAmerica National Commercial Services
Phone Number - (248) 649-1555

**Lawyers Title Insurance Corporation
OWNER'S POLICY**

CASE NUMBER
06-099432

POLICY NUMBER
TLC-06-099432

LEGAL DESCRIPTION CONTINUED

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

PARCEL 1:

Part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point on the North and South 1/4 line of Section 10, also being the centerline of Dixon Road, North 00 degrees 52 minutes 00 seconds West, 330.00 feet from the South 1/4 corner of Section 10, Town 1 North, Range 8 East and proceeding thence along the North and South 1/4 line, also being the centerline of Dixon Road, North 00 degrees 52 minutes 00 seconds West, 165.00 feet; thence due East, 264.00 feet; thence South 00 degrees 52 minutes 00 seconds East, 165.00 feet; thence due West, 264.00 feet to the point of beginning.

BEING SURVEYED AS: Part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the South 1/4 of said Section; thence North 02 degrees 52 minutes 51 seconds West, 330 feet to the Point of Beginning; thence North 02 degrees 52 minutes 51 seconds West, 165 feet; thence North 88 degrees 00 minutes 40 seconds East, 264 feet; thence South 02 degrees 52 minutes 51 seconds East, 165 feet; thence South 88 degrees 00 minutes 40 seconds West, 264 feet to the Point of Beginning.

PARCEL 2:

Part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at the South 1/4 corner of Section 10 and proceeding thence along the North and South 1/4 line, also being the centerline of Dixon Road North 00 degrees 52 minutes 00 seconds West, 330.00 feet; thence due East, 264.00 feet; thence South 00 degrees 52 minutes 00 seconds East, 330.00 feet; thence along the South line of Section 10, also being the centerline of 12 Mile Road, due West 264.00 feet to the point of beginning. Except that part deeded to the City of Novi, as evidenced by Warranty Deed recorded in Liber 23026, Page 837.

BEING SURVEYED AS: Part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the South 1/4 of said Section; thence North 02 degrees 52 minutes 51 seconds West, 75.01 feet to the Point of Beginning; thence North 02 degrees 52 minutes 51 seconds West, 254.99 feet; thence North 88 degrees 00 minutes 40 seconds East, 264 feet; thence South 02 degrees 52 minutes 51 seconds East, 254.99 feet; thence South 88 degrees 00 minutes 40 seconds West, 264 feet to the Point of Beginning.

CASE NUMBER
06-099432

POLICY NUMBER
TLC-06-099432

**Lawyers Title Insurance Corporation
OWNER'S POLICY**

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

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. 2006 taxes and special assessments a lien, not yet due and payable.
2. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 1514, Page 292 and in Liber 2764, Page 306.
3. Easements for Overhead and Underground Utilities in the instrument recorded in Liber 23026, Page 839, as disclosed by ALTA/ACSM Land Title Survey prepared by Engineering Services, Inc., their Drawing No. C-01 dated March 14, 2006, last revised April 27, 2006.
4. Mortgage executed by Lotus Bancorp, Inc. to The Bankers Bank dated September 15, 2006 and recorded September 27, 2007 in Liber 38172, Page 295.

NOTE: This policy omits any covenant, condition or restriction based on race, color, age, religion, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

ALTA Owner's Policy (10/17/92)

ISSUED BY

CONTIGUITY - I
ENDORSEMENT



File No.: N-099432

Attached to and made part of Lawyers Title Insurance Corporation Policy No. TLC-06-099432

This policy insures the insured against loss or damage due to any inaccuracy in the following statement:

The land described as PARCEL 1 herein is contiguous with the land described as PARCEL 2 herein, along the South Boundary line of said PARCEL 1.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Endorsement to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Dated: Date of Policy

Countersigned:

By: *Bridget Anne Williams*
Authorized Officer or Agent



By: *Madame L. Chandler*

President

Attest: *Wm. Chadwick Persine*

Secretary

ALTA 9.2 RESTRICTIONS, ENCROACHMENTS, MINERALS-IMPROVED LAND
ENDORSEMENT

Issued By



File No.: N-099432

Attached to and made a part of Lawyers Title Insurance Corporation Policy No. TLC-06-099432

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
 - a. Present violations on the land of any enforceable covenants, conditions or restrictions, or any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
 - b. Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility or reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - c. Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
 - d. Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - e. Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to existing buildings:
 - a. Which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. Resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
3. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment, other than fences, landscaping or driveway, excepted in Schedule B.
4. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1a and 4 the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of said policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Endorsement to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Dated: Date of Policy



By *Frederic L. Chandler, Jr.*

President

Countersigned:

Attest: *Wm. Chadwick Perrine*

Secretary

By: *Bridget Marie Allison*
Authorized Officer or Agent

Issued at LandAmerica NCS
Troy, Michigan
(248) 649-1555

ISSUED BY

TAX PARCEL
ENDORSEMENT



File No.: N-099432

Attached to and made a part of Lawyers Title Insurance Corporation Policy No. TLC-06-099432

The Company insures the Insured against loss or damage which the Insured may sustain by reason of any inaccuracy in the following assurance:

The land described in the policy is assessed under the following Tax I.D. Nos. 50-22-10-400-012; AND 50-22-10-400-013. All of the insured land is included within the listed Tax I.D. Nos. which do not include any additional land. Any part of the insured land which is an insured easement is not included in the insurance provided herein.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Endorsement to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Dated: Date of Policy

By:

Therese L. Chandler, Jr.

President

Countersigned:

Attest:

Wm. Chadwick Perrine

Secretary

By:

Bridget Ann Williams
Authorized Officer or Agent



Issued at LandAmerica NCS
Troy, Michigan
(248) 649-1555

TAX PARCEL
Form M-186

ISSUED BY

ACCESS - I
ENDORSEMENT



File No.: N-099432

Attached to and made part of Lawyers Title Insurance Corporation Policy No. TLC-06-099432

This policy insures the Insured against loss due to any inaccuracy in the following statement.

Ingress and egress to and from the insured land is by means of TWELVE MILE ROAD, a dedicated public road.

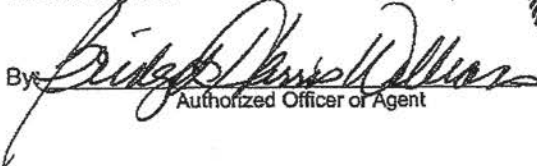
This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Endorsement to become valid when countersigned by an authorized officer or agent of the Company.


LAWYERS TITLE INSURANCE CORPORATION

Dated: Date of Policy

Countersigned:

By: 
Authorized Officer or Agent



By: 

President

Attest: 

Secretary

Issued at LandAmerica NCS
Troy, Michigan
(248) 649-1555

ISSUED BY

**SURVEY
ENDORSEMENT**



File No.: N-099432

Attached to and made a part of Lawyers Title Insurance Corporation Policy No. TLC-06-099432

This policy insures the insured against loss due to any inaccuracy in the following assurance:

The land described in this policy is the same as that described in the ALTA/ACSM Survey prepared by Engineering Services, Inc., their Drawing No. C-01 dated March 14, 2006, last revised April 27, 2006.

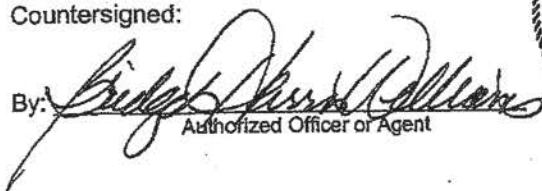
This endorsement is made a part of this policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Endorsement to become valid when countersigned by an authorized officer or agent of the Company.


LAWYERS TITLE INSURANCE CORPORATION

Dated: Date of Policy

Countersigned:

By: 
Authorized Officer or Agent



By: 

President

Attest: 

Secretary

Issued at LandAmerica NCS
Troy, Michigan
(248) 649-1555



SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

February 25, 2008

Mr. Aaron Staup
Construction Engineering Coordinator
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

Re: Lotus Bank - Acceptance Documents Review
Novi # SP#06-60
SDA Job No. NV07-218
APPROVED

Dear Mr. Staup:

We have reviewed the Acceptance Document Package received by our office on February 8, 2008 against approved Final Site Plan (Stamping Set) received on July 17, 2007 and record information. We offer the following comments:

Final Acceptance Documents:

1. **Water System Easement** - (executed: dated January 8, 2008) - **Approved**.
Legal Description Approved. Easement description and sketch Approved.
2. **Sanitary Sewer System Easement** - (executed: dated June 15, 2007) - **Approved**.
Legal Description Approved. Easement description and sketch Approved.
3. **Storm Drainage Facility Maintenance Easement Agreement** - (executed: dated May 1, 2007) **Approved**. Legal Description Approved. Underground storage easement description and sketch Approved. Long term maintenance schedule Approved.
4. **Cross Access Easement Agreement** - (executed: exhibit dated May 1, 2007) - **Approved**.
Legal Description Approved. Easement description and sketch Approved.
5. **Sidewalk easements** - (executed: exhibit dated May 1, 2007) - **Approved**. Legal Description Approved. Easement description and sketch (along Dixon Road) Approved. Easement description and sketch (along 12 Mile Road) Approved. These sidewalk easements may be unnecessary because they fall entirely within the additional road right-of-way granted by warranty deed in February 2008.
6. **Bill of Sale** - (executed, January 31, 2008) - **Approved**.
7. **Letter of Credit in the amount of \$8700** - (Issued January 31, 2008) - **Approved**.
8. **Sworn Statement and Waivers of Lien** - Robert Clancy Contracting, Inc. - (executed, January 30, 2008) - **Approved**.

Engineering Consultants

Infrastructure • Land Development • Surveying

February 25, 2008

NV07-218

Page 2

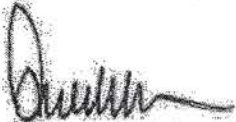
9. **Maintenance Bond in the amount of \$6,380.50** – (Issued January 31, 2008) - **Approved.**
10. **Warranty Deeds for additional Right-of-Way along 12 Mile Road and Dixon Road.** – (Received electronically February 21, 2008) **Approved.**
11. **As-Built Engineering Plans** – are being prepared by Spalding DeDecker Associates, Inc.

The documents as submitted were found to be acceptable by our office pending review by the City Attorney. The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

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

Sincerely,

SPALDING DEDECKER ASSOCIATES, INC.



David W. Bluhm, PE
Project Manager

DWB/BH

cc: Maryanne Cornelius, City Clerk (via E-mail)
Marina Neumaier, Assistant Finance Director (via E-mail)
Aaron Staup, Construction Engineering Coordinator (via E-mail)
Sheila Weber, Treasurer's Office (via E-mail)
Barb McBeth, City Planning Director (via E-mail)
Juanita Freeman, Planning Department (via E-mail)
Ben Croy, Plan Review Center (via E-mail)
Sarah Marchioni, Building Department (via E-mail)
Beth Kudla, Secret Wardle (via E-mail)
Ted Meadows, SDA Construction Engineering (via E-mail)
Hakimuddin Shakir, Engineering Services, Inc.

TITLE SEARCH REPORT

Cornerstone Title Agency, Inc.
41700 Gardenbrook Road, Suite 140
Novi, MI 48375

Record Search Furnished to:
Lotus Bank
45650 Grand River Avenue
Novi, MI 48374

Order Number: COR1032S

Property Legal Description:
See Attached SCHEDULE 'A'

Fee Simple:
Lotus Bank

We has searched the records in the office of the Register of Deeds for Wayne County, Michigan and find no conveyances, liens, lis pendens, levies or attachments describing the said land in said office from the oldest recorded document listed below at 8:00 AM to 02/01/08 at 8:00 AM except the following:

No Liens/Mortgages of public record for subject property

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

Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 1514, Page 292 and Liber 2764, Page 306.

Easement to City of Novi for overhead and underground electric utilities, and the terms, conditions, and provisions therein, recorded in Liber 23026, Page 839.

Conservation Easement to City of Novi and the terms, conditions, and provisions therein, as recorded in Liber 39836, Page 85.

Notice of Commencement relative to construction on subject property as recorded June 6, 2007 in Liber 39213, Page 238.

PAYMENT OF TAXES:

Tax Identification No. 50-22-10-400-012 (as to Parcel 1)
2007 Summer tax paid in the amount of \$2,412.00
2007 Winter tax paid in the amount of \$1,161.00
SEV \$89,200

Tax Identification No. 50-22-10-400-013 (as to Parcel 2)
2007 Summer tax paid in the amount of \$2,662.28
2007 Winter tax paid in the amount of \$906.35
SEV \$69,600

NOTE: AUTHORIZED SIGNATURE ON FOLLOWING PAGE

NO SEARCH has been made for any instrument, however designated, which has been filed as a financing statement pursuant to the Uniform Commercial Code.

NO SEARCH of the records of the Circuit, Probate or other Courts, or of any records other than those in the office of the Register of Deeds, has been made.

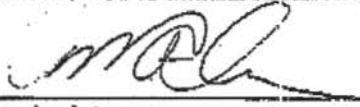
NO SEARCH of tax records has been made. **Except for tax information stated above.**

Under this form of search, this Company is not an insurer of above title nor does it guarantee the title or any evidence of title thereto.

NOTE: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this Company's liability is limited to the amount paid for this information.

NOTE: This search omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

CORNERSTONE TITLE AGENCY

By: 
Authorized Agent

SCHEDULE 'A'**Property Legal Description:**

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

PARCEL 1:

Part of the Southeast $\frac{1}{4}$ of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at a point on the North and South $\frac{1}{4}$ line of Section 10, also being the center line of Dixon Road, North 00 degrees 52 minutes 00 seconds West 330.00 feet from the South $\frac{1}{4}$ corner of Section 10, Town 1 North, Range 8 East and proceeding thence along the North and South $\frac{1}{4}$ line, also being the centerline of Dixon Road, North 00 degrees 52 minutes 00 seconds West, 165.00 feet; thence due East 264.00 feet; thence due South 00 degrees 52 minutes 00 seconds East, 165.00 feet; thence due West, 264.00 feet to the point of beginning.

BEING SURVEYED AS: Part of the Southeast $\frac{1}{4}$ of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the South $\frac{1}{4}$ of said section; thence North 02 degrees 52 minutes 51 seconds West 330 feet to the point of beginning; thence due North 02 degrees 52 minutes 51 seconds West, 165 feet; thence North 88 degrees 00 minutes 40 seconds East, 264 feet; thence South 02 degrees 52 minutes 51 seconds East, 165 feet; thence South 88 degrees 00 minutes 40 seconds West, 264 feet to the point of beginning.

PARCEL 2:

Part of the Southeast $\frac{1}{4}$ of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as beginning at the South $\frac{1}{4}$ corner of Section 10 and proceeding thence along the North and South $\frac{1}{4}$ line, also being the centerline of Dixon Road North 00 degrees 52 minutes 00 seconds West, 330.00 feet; thence due East 264.00 feet; thence South 00 degrees 52 minutes 00 seconds East, 330.00 feet; thence along the South line of Section 10, also being the center line of 12 Mile Road, due West 264.00 feet to the point of beginning. EXCEPT that part deeded to the City of Novi, as evidenced by Warranty Deed recorded in Liber 23026, Page 837, Oakland County Records.

BEING SURVEYED AS: Part of the Southeast $\frac{1}{4}$ of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the South $\frac{1}{4}$ of said section; thence North 02 degrees 52 minutes 51 seconds West, 75.01 feet to the point of beginning; thence due North 02 degrees 52 minutes 51 seconds West, 254.99 feet; thence North 88 degrees 00 minutes 40 seconds East, 264 feet; thence South 02 degrees 52 minutes 51 seconds East 254.99 feet; thence South 88 degrees 00 minutes 40 seconds West 264 feet to the point of beginning.

RE: 44264 12 Mile Road/28000 Dixon Road
Tax Identification No. 50-22-10-400-012 (as to Parcel 1)
Tax Identification No. 50-22-10-400-013 (as to Parcel 2)

OWNER'S POLICY OF TITLE INSURANCE

American Land Title Association (10/17/92)

Issued by

**Lawyers Title
Insurance Corporation**

Lawyers Title Insurance Corporation
is a member of the LandAmerica family of title insurance
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Form B 1190-88

THANK YOU.

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Lawyers Title Insurance Corporation
Consumer Affairs
P.O. Box 27567
Richmond, Virginia 23261-7567
telephone, toll free: 800 446-7086
web: www.landam.com

We thank you for choosing to do business with Lawyers Title Insurance Corporation, and look forward to meeting your future title insurance needs.

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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

May 22, 2017

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

Re: Lotus Bank SP06-60
Warranty Deed for 12 Mile Road Right-of-Way

Dear Mr. Melistas:

We have previously reviewed the following enclosed document in connection with the acceptance documents for Lotus Bank:

- Warranty Deed for 12 Mile Road Right-of-Way

Like the Warranty Deed for Dixon Road, the Warranty Deed has not been previously forwarded for acceptance by City Council because the Grantor name, "Lotus Bank," is not the name of the entity that owns the subject property, which is "Lotus Bancorp, Inc." Lotus Bank has not responded to the request for a replacement deed showing "Lotus Bancorp, Inc.," as the owner. Because the name is inconsistent with the deed vesting fee title, there is some risk that a challenge to the deed pursuant to a quiet title action could result in a court determining that the Warranty Deed is invalid. However, the risk of the challenge is probably small. On this basis, and previous non-responsiveness of the property owner with respect to the revision, the City could accept right-of-way based on the enclosed Warranty Deed.

The original Warranty Deed for 12 Mile Road Right-of-Way is on file with the City Clerk's Office. Please feel free to contact me with any questions or concerns in regard to this matter.

Sincerely,

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

Elizabeth K. Saarela

George Melistas, Engineering Senior Manager

May 22, 2017

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Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Sarah Marchioni, Building Permit Coordinator (w/Enclosure)
Theresa Bridges, Construction Engineer (w/Enclosure)
Darcy Rechten, Staff Engineer (w/Enclosure)
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



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@jrsjlaw.com

www.jrsjlaw.com

April 24, 2017

Theresa C. Bridges, P.E., Construction Engineer
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Lotus Bank SP06-60
12 Mile Road Right-of-Way**

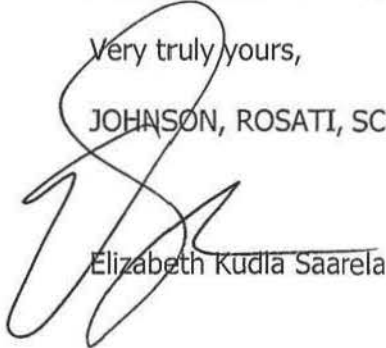
Dear Ms. Bridges:

We have prepared the enclosed Quit Claim Deed to the Road Commission for Oakland County in connection with the City's acceptance of the Warranty Deed for the 12 Mile Road Right-of-Way adjacent to Lotus Bank's 12 Mile road frontage. The enclosed Quit Claim Deed should be approved by City Council in conjunction with the acceptance of the 12 Mile Road Right-of-Way. Once executed, the original Quit Claim Deed should be returned to my attention for follow-up with counsel for the Road Commission.

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

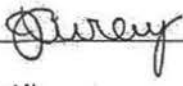
EKS

Theresa C. Bridges, Construction Engineer
April 24, 2017
Page 2

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
George Melistas, Engineering Senior Manager
Darcy Rechtien, Engineering Technician
Sue Troutman, Executive Secretary
Thomas R. Schultz, Esquire

The foregoing instrument was acknowledged before me this 29th day of February, 2008, by Satish Jasti, the President and CEO of Lotus Bancorp, Inc., a Michigan corporation.

J BURLEY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission expires: Nov. 21, 2013
Acting in the County of Oakland


Notary Public
Oakland County, MI
Acting in Oakland County, MI
My Commission Expires 11.21.2013

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, MI 48375	Drafted by: Elizabeth M. Kudla 30903 Northwestern Hwy. Farmington Hills, MI 48334
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Part of Tax Parcel No. _____
Job No. _____ Recording Fee _____ Transfer Tax _____

12 MILE RD. ADDITIONAL RIGHT-OF-WAY

LEGAL DESCRIPTION FOR PARCEL 2:

PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:
COMMENCING AT THE SOUTH 1/4 OF SAID SECTION;
THENCE N. 02°52'00" W. 75.01 FT. TO THE POINT OF BEGINNING;
THENCE N. 02°52'00" W. 254.99 FT.;
THENCE N. 90°00'00" E. 264 FT.;
THENCE S. 02°52'00" E. 254.99 FT.;
THENCE S. 90°00'00" W. 264 FT. TO THE POINT OF BEGINNING.

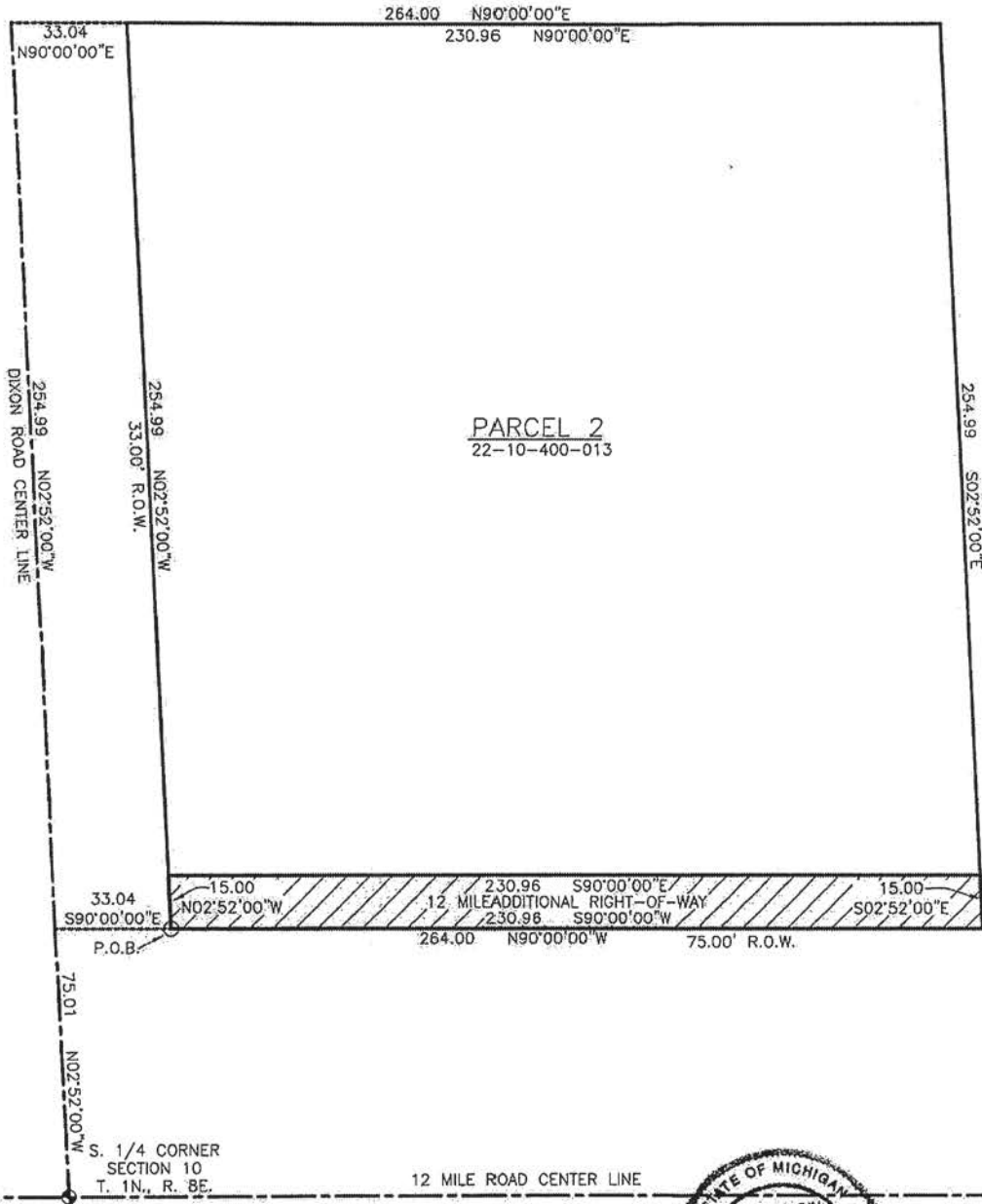
12 MILE RD. ADDITIONAL RIGHT-OF-WAY DESCRIPTION:

PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:
COMMENCING AT THE SOUTH 1/4 OF SAID SECTION;
THENCE N. 02°52'00" W. 75.01 FT.
THENCE S. 90°00'00" E. 33.04 FT.
TO THE POINT OF BEGINNING;
THENCE N. 02°52'00" W. 15.00 FT.;
THENCE S. 90°00'00" E. 230.96 FT.;
THENCE S. 02°52'00" E. 15.00 FT.;
THENCE S. 90°00'00" W. 230.96 FT.
TO THE POINT OF BEGINNING.

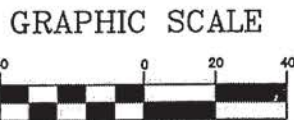


12 MILE RD. ADDITIONAL RIGHT-OF-WAY

PARCEL 1



PARCEL 2
22-10-400-013



(IN FEET)
1 inch = 40 ft.