



CITY OF NOVI CITY COUNCIL
MARCH 22, 2021

SUBJECT: Acceptance of a Warranty Deed to dedicate 60 feet of half-width right-of-way along the south side of Ten Mile Road as part of the Valencia Estates South residential development (parcel 50-22-29-226-004).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: M/I Homes of Michigan LLC is requesting the acceptance of a Warranty Deed conveying 60 feet of proposed half-width right-of-way along the south side of the Ten Mile Road frontage, excepting a small area of existing right-of-way already accepted near the intersection of Ten Mile and Beck. The proposed right-of-way dedication will bring this segment of Ten Mile Road to its full master planned right-of-way width.

The enclosed letter from City Attorney (Beth Saarela, October 28, 2019) provides the Warranty Deed prepared for this dedication. This document has been reviewed and approved by the City Attorney and City's Engineering Consultant, Spalding DeDecker (October 22, 2019) and is recommended for acceptance.

RECOMMENDED ACTION: Acceptance of a Warranty Deed to dedicate 60 feet of half-width right-of-way along the south side of Ten Mile Road as part of the Valencia Estates South residential development (parcel 50-22-29-226-004).



Ten Mile Road ROW Acceptance

Location Map

Proposed 60' Half-Width Ten Mile Road ROW

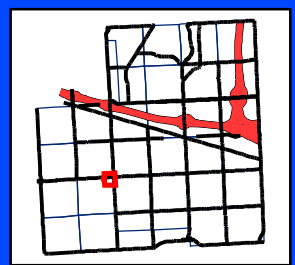
Valencia Estates South
50-22-29-226-004


Map Author: Victor Boron
Date: 02/26/2021
Project: Ten Mile Road ROW Acceptance
Version: 1.0

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi.
Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend
-Major Roads
-Minor Roads





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



1 inch = 200 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 28, 2019

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

**Re: Valencia Estates South Phase 3 (JSP 16-005)
Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following **original** executed documents for the Valencia Estates South Phase 3 Residential Development:

- Bill of Sale – Water System (**Approved**)
- Bill of Sale – Sanitary Sewer System (**Approved**)
- Water System Easement (**Approved**)
- Sanitary Sewer System Easement (**Approved**)
- Off-Site Sanitary Sewer Easement (**Approved**)
- Warranty Deed – Beck Road ROW (**Approved**)
- Warranty Deed – Ten Mile ROW (**Approved**)
- Title Search

Water and Sanitary Sewer System Easements

M/I Homes of Michigan, LLC, seeks to convey the Water System Easement and Sanitary Sewer Easements serving Valencia Estates South Phase 3 to the City. We have reviewed and approve the format and language of the above Water and Sanitary Sewer System Easements and corresponding Bill of Sales for water main and sanitary sewer. The Easements are consistent with the title commitment provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

Beck Road and Ten Mile Road Right-of-Way

The Warranty Deeds for the Beck Road and Ten Mile Road Right-of-Way adjacent to Valencia Estates South Phase 3 appear to be in order. The exhibits to the Warranty Deeds have been reviewed and approved by the City's Consulting Engineer. The Warranty Deeds should be placed on an upcoming City Council Agenda for acceptance and recorded in the usual manner.

Jeffrey Herczeg, Director of Public Works
City of Novi
October 28, 2019
Page 2

The Water and Sanitary Sewer Easements once accepted by Affidavit of the City Engineer should be recorded with the Oakland County Register of Deeds in the usual manner. The Bills of Sale and title searches 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,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Madeleine Kopko, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Kate Richardson, Plan Review Engineer (w/Enclosures)
Victor Boron, Civil Engineer (w/Enclosures)
Rebecca Runkel, Staff Engineer (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Jen Thomas, M/I Homes of Michigan, jthomas@mihomes.com (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

EXHIBIT A

Job No.: 14-002

“Valencia South Estates”

LEGAL DESCRIPTION

SUBJECT PROPERTY

Part of the Northeast 1 / 4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; described as Commencing at the Northeast Corner of said Section 29; thence Due West, 109.00 feet, along the Centerline of Ten Mile Road and the North line of said Section 29, to the Point of Beginning; thence South 44°54'46" East, 46.60 feet; thence Due West, 274.00 feet; thence South 00°10'28" West, 15.00 feet; thence Due East, 289.00 feet; thence South 44°54'46" East, 26.83 feet; thence South 00°10'28" West, 137.00 feet; thence Due East, 9.00 feet, to the West right-of-way of Beck Road; thence South 00°10'28" West, 431.33 feet, along the West right-of-way of said Beck Road; thence South 89°59'34" West, 371.88 feet; thence South 00°10'28" West, 482.93 feet; thence South 66°03'48" East, 36.82 feet; thence North 89°54'00" East, 311.18 feet, to the West right-of-way of said Beck Road; thence South 00°10'28" West, 52.13 feet, along the West right-of-way of said Beck Road; thence North 89°54'00" East, 27.00 feet; thence South 00°10'28" West, 331.38 feet, along the West right-of-way of said Beck Road; thence South 89°52'18" West, 1311.40 feet along the North line of “Andover Pointe No.2”, a subdivision as recorded in Liber 231 of Plats, Pages 30-31, Oakland County records, and it's Easterly extension, to a point on the East line of “Andover Pointe No. 1”, a subdivision as recorded in Liber 231 of Plats, Pages 11-16, Oakland County records; thence North 00°10'48" East, 78.27 feet, along the East line of said “Andover Pointe No.1” to the Northeast corner of said “Andover Pointe No.1” and the Southeast Corner of “Echo Valley Estates”, a subdivision as recorded in Liber 92 of Plats, Pages 11-12, Oakland County records; thence North 00°25'08" East, 1440.87 feet, along the East line of said “Echo Valley Estates”, to the North line of said Section 29 and the centerline of Ten Mile Road; thence Due East, 1229.24 feet, along the North line of said Section 29 and the centerline of said Ten Mile Road to the Point of Beginning. All of the above containing 41.121 Acres of land, more or less.

EXHIBIT B

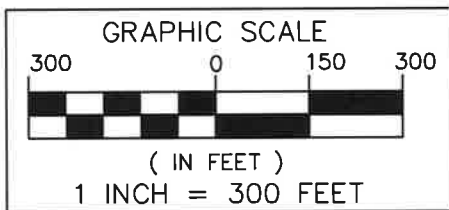
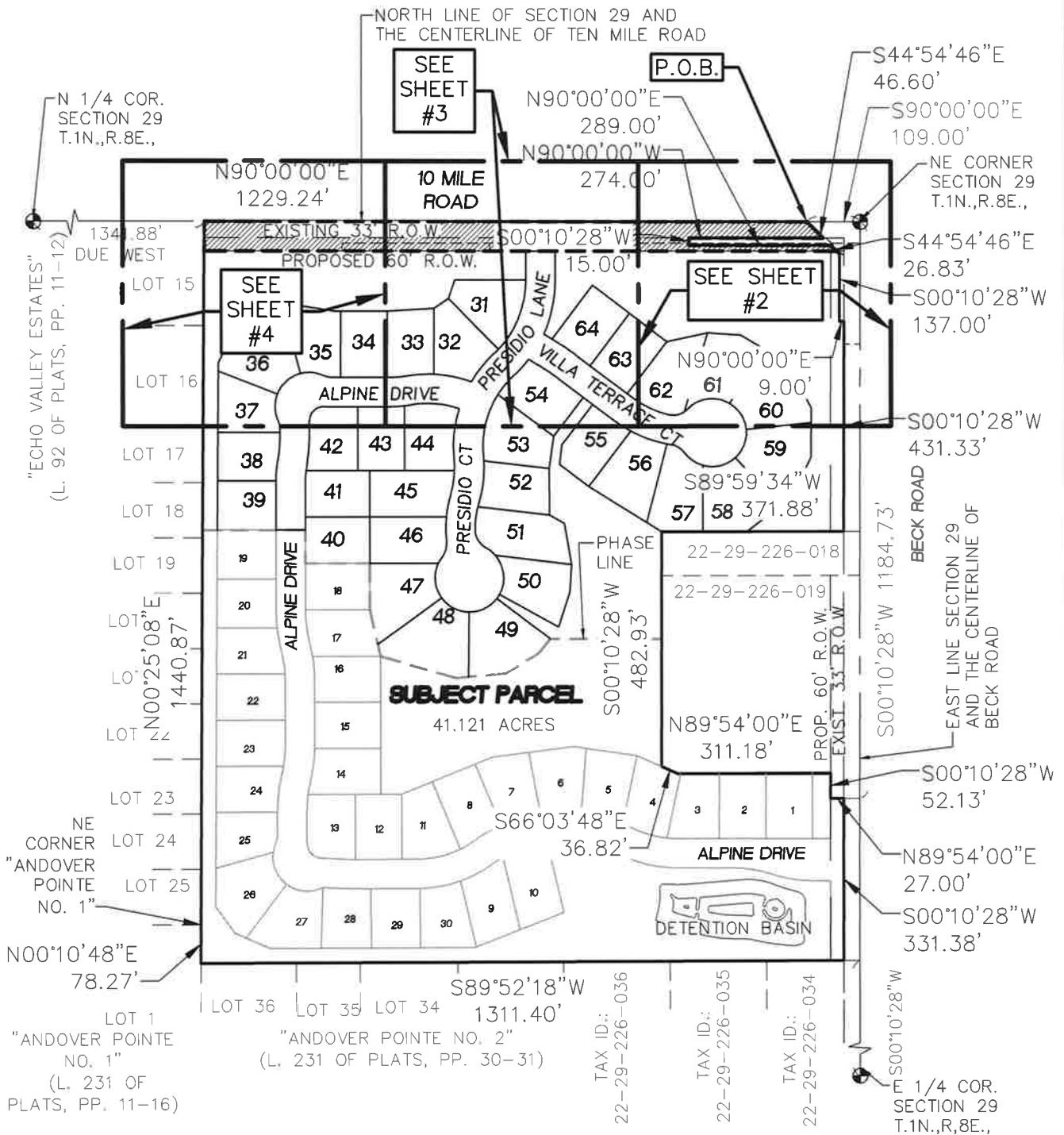
“VALENCIA SOUTH ESTATES”

LEGAL DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION – TEN MILE ROAD

A Road Right-of-Way Dedication, located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 29; thence Due West, 109.00 feet, for a POINT OF BEGINNING; thence South 44°54'46" East, 46.60 feet, along the Easterly line of Subject Property; thence Due West, 274.00 feet; thence South 00°10'28" West, 15.00 feet; thence Due East, 289.00 feet, to a point on the Easterly line of said Subject Property; thence South 44°54'46" East, 16.94 feet, along the Easterly line of said Subject Property; thence Due West, 1289.46 feet, to a point on the Westerly line of said Subject Property; thence North 00°23'10" East, 60.00 feet, along the Westerly line of said Subject Property, to a point on the North line of said Section 29 and centerline of Ten Mile Road; thence Due East, 1229.24 feet, along the North line of said Section 29 and centerline of Ten Mile Road, to the Point of Beginning. All of the above containing 1.638 Acres.

EXHIBIT C



ROAD RIGHT-OF-WAY DEDICATION (0.694 ACRES)

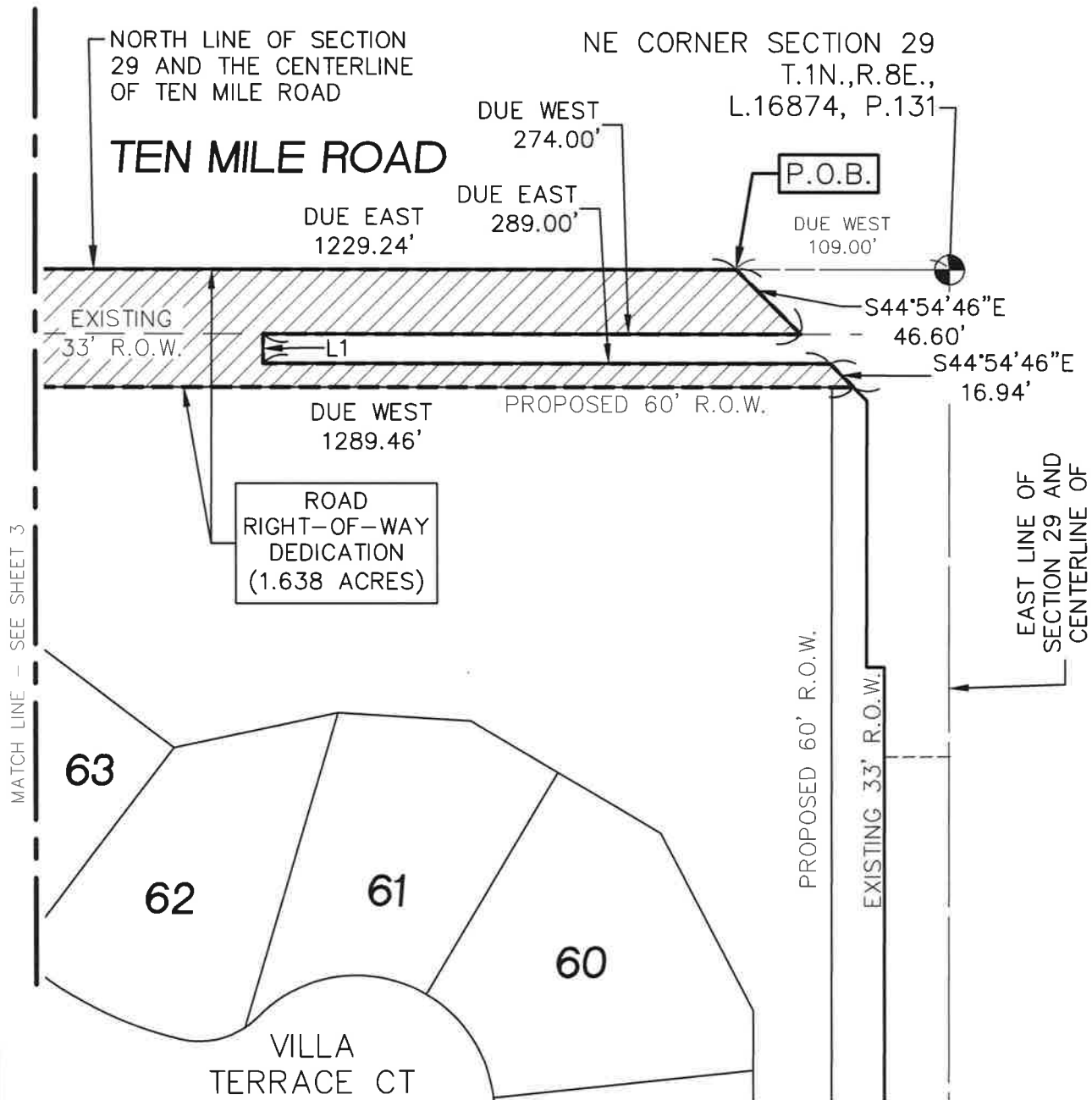
SUBJECT PROPERTY AND SHEET INDEX

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

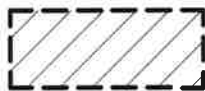
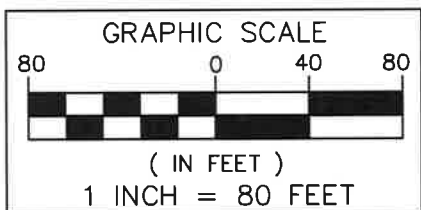
VALENCIA SOUTH ESTATES PHASE 3
SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	01-06-2017
JOB NO.:	14-002
DWG FILE:	14-002ROW-TEN
DRAWN BY:	AT, DFR
CHECK:	PK
SHEET:	1 OF 4

EXHIBIT C



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°10'28\"W	15.00'



ROAD RIGHT-OF-WAY DEDICATION
(1.638 ACRES)



TEN MILE ROAD RIGHT-OF-WAY DEDICATION



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

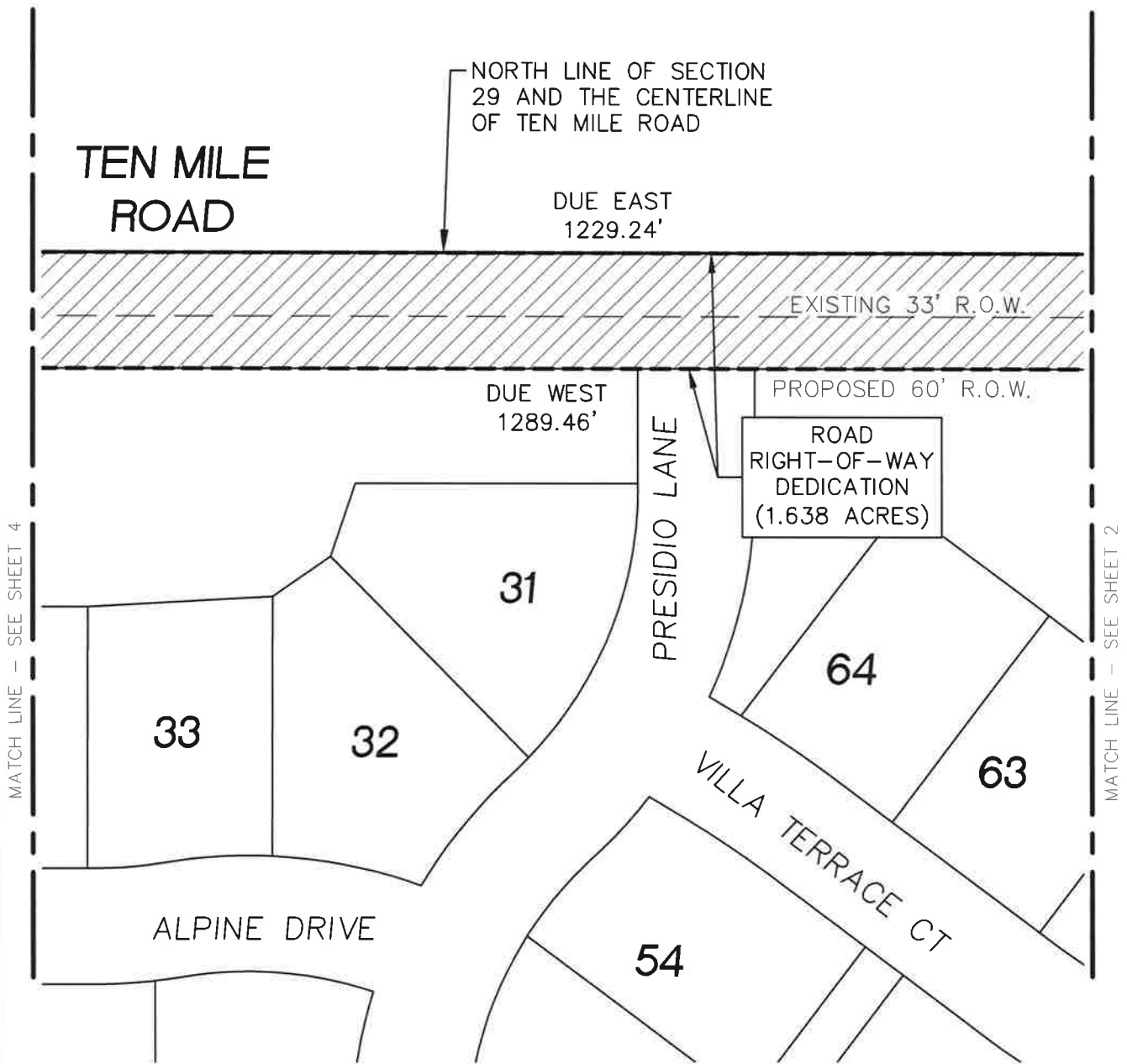
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PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**VALENCIA SOUTH ESTATES
PHASE 3**

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

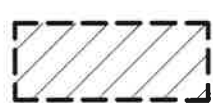
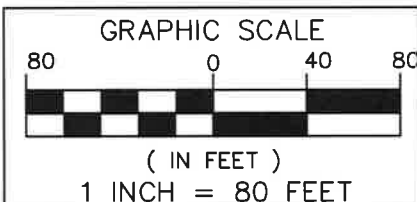
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DATE: 01-06-2017
JOB NO.: 14-002
DWG FILE: 14-002ROW-TEN
DRAWN BY: AT, DFR
CHECK: PK
SHEET: 2 OF 4

EXHIBIT C



MATCH LINE - SEE SHEET 4

MATCH LINE - SEE SHEET 2



ROAD RIGHT-OF-WAY DEDICATION
(1.638 ACRES)



TEN MILE ROAD RIGHT-OF-WAY DEDICATION



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

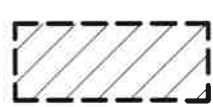
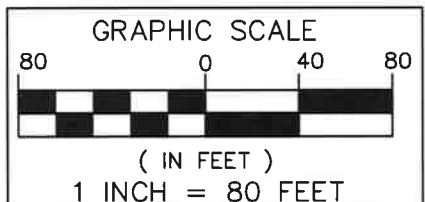
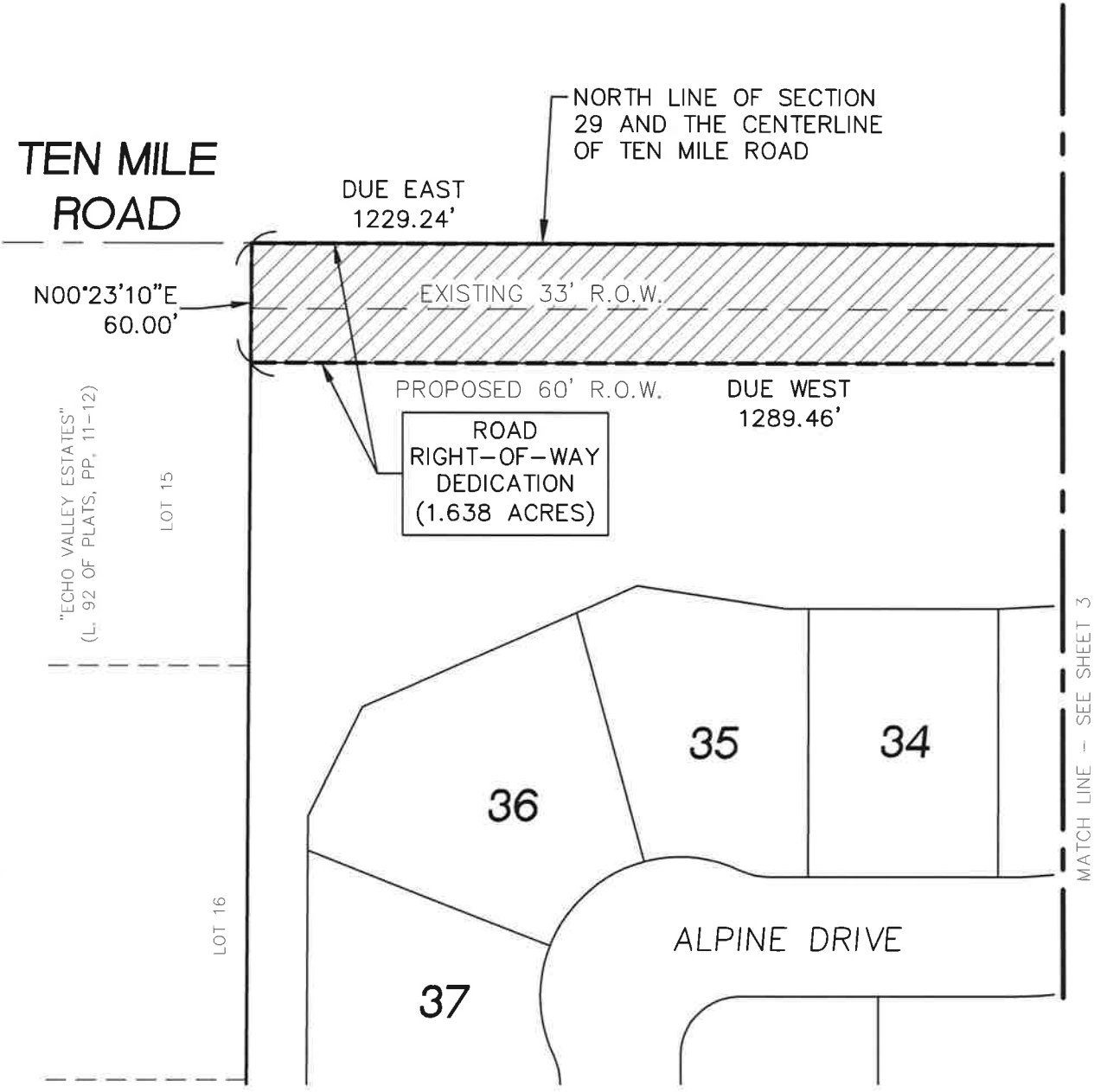
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**VALENCIA SOUTH ESTATES
PHASE 3**

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 80'
DATE: 01-06-2017
JOB NO.: 14-002
DWG FILE: 14-002ROW-TEN
DRAWN BY: AT, DFR
CHECK: PK
SHEET: 3 OF 4

EXHIBIT C



ROAD RIGHT-OF-WAY DEDICATION (1.638 ACRES)



TEN MILE ROAD RIGHT-OF-WAY DEDICATION



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

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PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

VALENCIA SOUTH ESTATES PHASE 3

SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 80'
DATE: 01-06-2017
JOB NO.: 14-002
DWG FILE: 14-002ROW-TEN
DRAWN BY: AT, DFR
CHECK: PK
SHEET: 4 OF 4



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

300 East Long Lake Road, Suite 300, Bloomfield Hills, Michigan, 48304,
(248)540-4102, mi.bloomfield@firstam.com

File No. 862545

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Form 5030026 (9-27-17)	Page 3 of 9	ALTA Commitment for Title Insurance (8-1-16) Michigan
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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 862545

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 300 East Long Lake Road, Suite 300,
Bloomfield Hills, MI 48304

Commitment No.: 862545

Issuing Office File No.: 862545

Property Address: Alpine Drive, Presidio Lane and Villa Terrace
Court, Novi, MI 48374

Revision:

SCHEDULE A

1. Commitment Date: September 17, 2019 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: Prospective Purchaser
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

M/I Homes of Michigan, LLC, a Delaware limited liability company
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof

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

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 862545

Commitment No.: 862545

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by the Company and signed by or on behalf of all owners.
6. If the Company has been requested to limit the exception for rights of tenants to rights of tenant, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the company that there are no rights of first refusal or options to purchase in favor of any tenant.
7. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
8. Provide evidence of the purchase price and/or the amount of any mortgage to be insured and identify any Proposed insured. Once a Proposed insured has been identified, additional requirements and exceptions may be made.
This is a preliminary commitment. It is not effective and the Company assumes no liability until Schedule A of commitment is amended to included the name of the Proposed Insured and a proposed Policy Amount greater than \$0.00.
9. Pay unpaid taxes and assessments unless shown as paid.
10. Taxes to follow by revised commitment.

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11. If the Land is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 862545

Commitment No.: 862545

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Terms and Conditions contained in Storm Drainage Facility Maintenance Easement Agreement as disclosed by instrument recorded in [Liber 43755, page 798](#).
8. Terms and Conditions contained in Planned Rezoning Overlay (PRO) Agreement Beck South LLC as disclosed by instrument recorded in [Liber 48615, page 244](#).
Addendum to Planned Rezoning Overlay (Pro) Agreement recorded in [Liber 50874, page 47](#).
9. Terms and Conditions contained in Tree Preservation Easement Agreement as disclosed by instrument recorded in [Liber 49958, page 1](#).

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10. Terms and Conditions contained in Wetland Conservation Easement as disclosed by instrument recorded in [Liber 49958, page 19](#).
11. DTE Electric Company Underground Residential Distribution Easement (Right of Way) in favor of DTE Electric Company and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 50150, page 348](#).
12. The rights of Co-Owners and the Administering Body as set forth in the Master Deed and Act 59 of the Public Acts of 1978 as amended. The rights of Co-Owners and the Administering Body, easements, restrictions and other terms, covenants and conditions set forth in the Master Deed and Exhibits thereto recorded in [Liber 49729, page 408](#) through 474, both inclusive, Oakland County Records, and any amendments thereto.
 First Amendment to Master Deed recorded in [Liber 51942, page 333](#) through 349, both inclusive.
 Second Amendment to Master Deed recorded in [Liber 52112, page 669](#) through 678, both inclusive.
13. Water System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 50454, page 20](#).
14. Sidewalk Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 50454, page 36](#).
15. Terms and Conditions contained in Storm Drainage Facility Maintenance Easement Agreement as disclosed by instrument recorded in [Liber 50454, page 43](#).
16. Sanitary Sewer System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 50454, page 1](#).
17. Terms and Conditions contained in Assignment of Developer's Rights as disclosed by instrument recorded in [Liber 51612, page 150](#).
18. Terms and Conditions contained in Sanitary Sewer Line Easement Agreement as disclosed by instrument recorded in [Liber 52442, page 783](#).
19. DTE Electric Company Underground Residential Distribution Easement (Right of Way) in favor of DTE Electric Company, AT&T, f/k/a SBC Ameritech Michigan, f/k/a SBC Communications Inc, f/k/a Ameritech, f/k/a Michigan Bell Telephone Company, Charter Communications/Spectrum and Comcast Cable Communications, Inc. and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 52521, page 680](#).
20. Terms and Conditions contained in Order Transferring Property Interests and Requiring Disbursement of Estimated Just Compensation as disclosed by instrument recorded in [Liber 39365, page 486](#).
 Consent Judgment Confirming Fee Title and Temporary Construction Easement and Establishing Final Just Compensation recorded in [Liber 40400, page 301](#).
 Stipulation and Order to Correct Typographical Error in Legal Description Attached to "Order Transferring Property Interests and Requiring Disbursement of Estimated Just Compensation" recorded in [Liber 40400, page 305](#).
21. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the public records.
22. Lien for outstanding water or sewer charges, if any.
23. Rights of tenants, if any, under any unrecorded leases.

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First American

Schedule C

ISSUED BY

First American Title Insurance Company

File No:862545

Commitment No.: 862545

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

Units 32 through 64, both inclusive, VALENCIA SOUTH ESTATES, a condominium, according to the Master Deed recorded in Liber 49729, pages 408 through 474, both inclusive, Oakland County Records, as amended by First Amendment to Master Deed recorded in Liber 51942, pages 333 through 349, both inclusive and Second Amendment to Master Deed recorded in Liber 52112, pages 669 through 678, both inclusive, and designated as Oakland County Condominium Subdivision Plan No. 2150, together with rights in general common elements and limited common elements as set forth in the above-described Master Deed, as amended, and as described in Act 59 of the Public Acts of 1978, as amended.

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October 22, 2019

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

Re: Valencia South III - Acceptance Documents Review
Novi # JSP16-0005
SDA Job No. NV18-210
EXHIBITS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on October 15, 2019 against the Final Site Plan (Stamping Set) approved on February 15, 2018 and our field records. We offer the following comments:

Final Acceptance Documents:

1. **On-Site Water System Easement** – (executed September 18, 2019) Exhibits Approved.
2. **On-Site Sanitary Sewer Easement** – (executed September 18, 2019) Exhibits Approved.
3. **Off-Site Sanitary Sewer Easement on Poinsett Parcel** – (executed July 26, 2018) Exhibit Approved.
4. **Off-Site Sanitary Sewer Easement for 23937 Beck Road Lead** – (executed September 18, 2019) Exhibit Approved.
5. **Storm Drainage Facility Maintenance Easement Agreement** – (executed September 18, 2019) Exhibits A, B, C, & D Approved.
6. **Warranty Deed for Road Right-of-Way (Beck Road)** – (executed September 18, 2019) Exhibits Approved.
7. **Warranty Deed for Road Right-of-Way (10 Mile Road)** – (executed September 18, 2019) Exhibits Approved.
8. **Warranty Deed for Interior Roads Right-of-Way** – (executed September 18, 2019) Exhibits Approved.
9. **Bills of Sale: Sanitary Sewer System** – (executed September 18, 2019) Exhibit Approved.
NOTE: The exhibit only contains the paragraph descriptions of the sanitary sewer improvements and not the easement sketches that were reviewed and approved with the Sanitary Sewer Easement.

10. **Bills of Sale: Water Supply System** – (executed September 18, 2019) Exhibit Approved.
11. **Full Unconditional Waivers of Lien from contractors installing public utilities** – PROVIDED
12. **Sworn Statement signed by Developer** - PROVIDED

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 December 16, 2016 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

SPALDING DEDECKER


Taylor E. Reynolds, PE
Senior Project Engineer

Cc (via Email): Victor Boron, City of Novi
Michael Freckelton, Spalding DeDecker
Courtney Hanson, City of Novi
Madeleine Kopko, City of Novi
Sarah Marchioni, City of Novi
Ted Meadows, Spalding DeDecker
Kate Richardson, City of Novi
Beth Saarela, Johnson, Rosati, Schultz, Joppich
Angie Sosnowski, City of Novi