



CITY OF NOVI CITY COUNCIL NOVEMBER 12, 2024

SUBJECT: Approval to accept the residential street as part of the Montebello Estates and adoption of Act 51 New Street Resolution accepting Montebello Court as public, adding 0.36 miles of roadway to the City's public street system.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This process is required to add streets to the City's public street system and to receive Act 51 funding.

BACKGROUND INFORMATION:

Mirage Development, LLC has requested the dedication and acceptance of Montebello Court as a public asset. The Montebello Estates development is comprised of 31 single-family home lots. This project is located north of Nine Mile Road between Novi Road and Taft Road in section 27 of the City of Novi. The proposed street's right-of-way shall be sixty (60) feet wide.

According to the City's consulting engineer and the City Engineering Division, the street meets the city's design and construction standards (Spalding DeDecker, October 22, 2024). The Developer is required to install all street trees as a part of the street acceptance process. There are two lots (Lots 3 and 33) that have not submitted building permits for construction of the homes yet. The Landscape Architect has determined a financial guarantee of \$3,360.00 is required and the Developer has paid that amount. The street trees are to be installed by the Developer no later than prior to the end of the two-year warranty for the streets, regardless of if the homes have been constructed.

The related street acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form to permit street acceptance by City Council. The warranty deed for interior streets was approved by the City's engineering consultant and City Attorney (Spalding DeDecker October 29, 2024, and Beth Saarela October 24, 2024, respectively). The enclosed resolution

satisfies the Michigan Department of Transportation requirement for adding 0.36 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Approval to accept the residential streets as part of Montebello Estates and adoption of Act 51 New Street Resolution accepting Montebello Court as public, adding 0.36 miles of roadway to the City's public street system.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**Montebello Estates
Montebello Court**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on November 12, 2024, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Montebello Court and,

WHEREAS; that said streets are located within a City right-of-way that is under the control of the City of Novi, and,

WHEREAS; that the Montebello Court was open to the public since October of 2024.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Montebello Court and direct such to be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

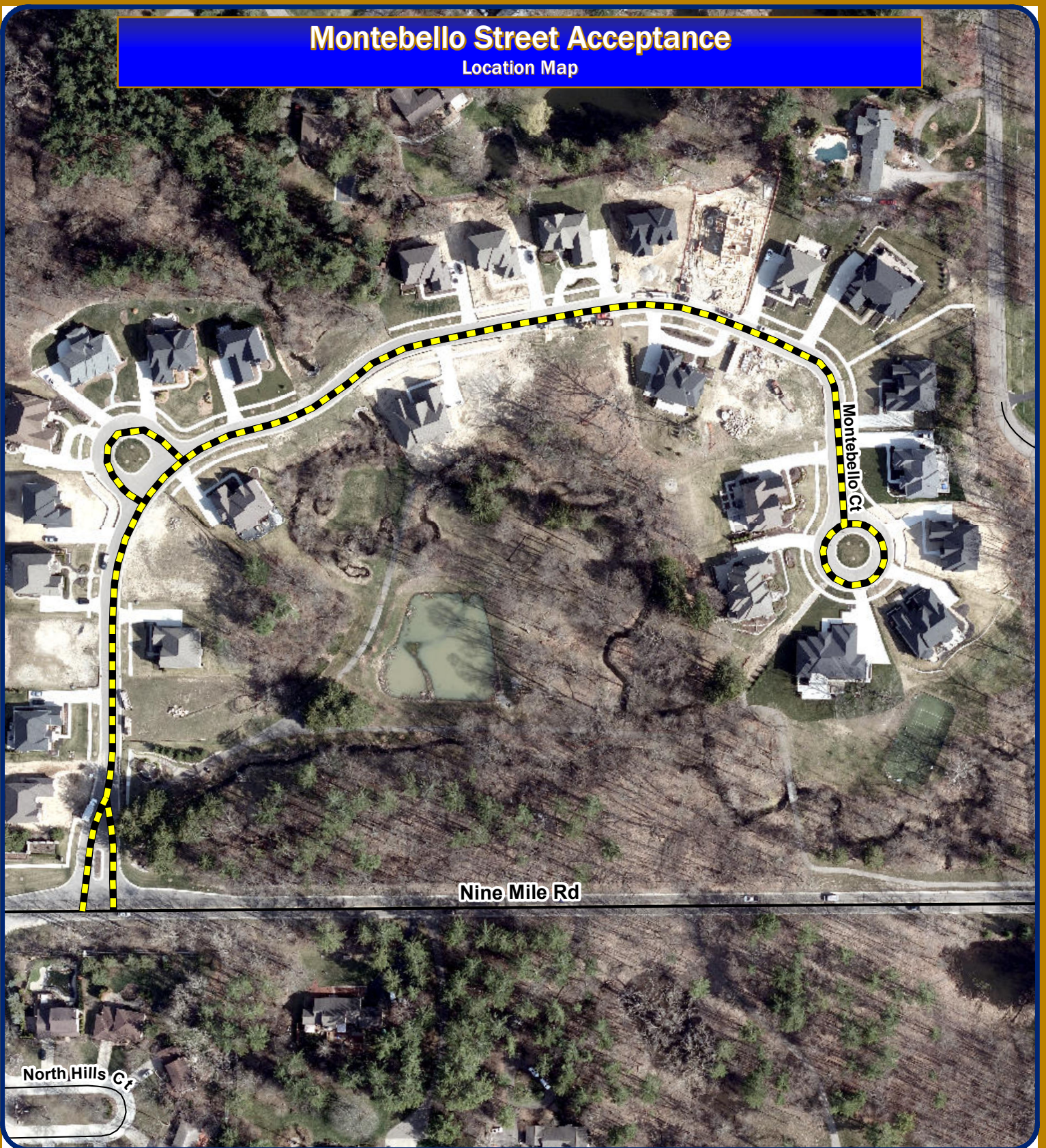
CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 12th day of November, 2024 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

Montebello Street Acceptance

Location Map



Map Author: Humna Anjum
Date: 10/30/2024
Project: Montebello
Version: 1.0




Amended By:
Date:
Department:

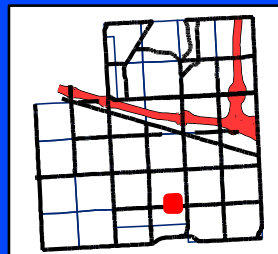
MAP INTERPRETATION NOTICE

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.

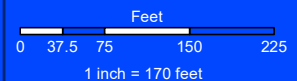
Legend

-  Proposed Public Streets
-  Major Roads
-  Minor Roads



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 24, 2024

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Montebello Estates JSP 15-076
Street Acceptance Documents**

Dear Mr. Croy:

We have received and reviewed the following **original** documents for Montebello Estates, a copy of which are enclosed:

1. Warranty Deed for Interior Roads (**Approved**)
2. Bill of Sale for Street Paving (**Approved**)
3. Title Commitment

Warranty Deed

The Warranty Deed for interior roads for Montebello Court conveys the interior roads to the City for public use and maintenance. The Warranty Deed is consistent with the title search provided and has been executed in accordance with the requirements of the Master Deed for road conveyances. The legal descriptions of the right-of-way area have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale for paving is acceptable, subject to attachment of the legal description from the Warranty Deed for the roads. Once accepted, the Warranty Deed should be recorded by the City Clerk's Office in the usual manner.

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

Ben Croy, City Engineer
City of Novi
October 24, 2024
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Milad Alesmail, Project Engineer
Ben Nelson, Project Engineer
Alyssa Craigie, Administrative Assistant
Jan Ziozios, Assessor
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Stewart Title Guaranty 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.

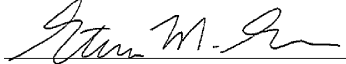
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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


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

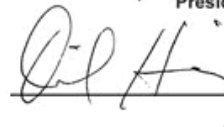
ATA NATIONAL TITLE GROUP, LLC



STEVEN M. GRECO
AUTHORIZED SIGNATORY

STEWART TITLE GUARANTY COMPANY



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

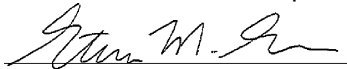
Issuing Agent: ATA National Title Group, LLC
Issuing Office: 36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 469-2492
Issuing Office's ALTA® Registry ID: 1033513
Issuing Office File Number: 63-24932569-CLN
Property Address: Vacant Land, Novi, MI
Revision Number:

SCHEDULE A

1. Commitment Date: October 09, 2024, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **\$10,000.00**
Proposed Insured: **City of Novi**
 - (b) ALTA® LOAN POLICY
Proposed Insured:
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Mirage Development, LLC, a Michigan limited liability company and Montebello Estates Homeowners Association, Inc., as their interests may appear
5. The Land is described as follows: Situated in the City of Novi, County of Oakland, State of Michigan

SEE EXHIBIT A

ATA National Title Group, LLC



Steven M. Greco
AUTHORIZED SIGNATORY

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Exhibit "A"

The Land is described as follows: Situated in the City of Novi, County of Oakland, State of Michigan

Montebello Court located in Montebello Estates, Condominium Subdivision Plan #2172, as recorded in Liber 50223, Page 342. Oakland County Records, City of Novi, Oakland County, Michigan, being part of the Southeast 1/4 of Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows: Beginning at a point located North 87 degrees 18 minutes 00 seconds East 108.95 feet along the South line of Section 27 and North 02 degrees 42 minutes 00 seconds West 60.00 feet to said point of beginning on the North right of way line of Nine Mile Road from the South 1/4 corner of Section 27, to a point on a curve, thence along a curve to the right, 69.71 feet to a point of reverse curve, said curve having a radius of 260.00 feet, central angle of 15 degrees 21 minutes 46 seconds and long chord bearing and distance of North 08 degrees 50 minutes 21 seconds East 69.51 feet; thence along the arc of a curve to the left 101.19 feet to a point of tangent, said curve having a radius of 300.00 feet, central angle of 19 degrees 19 minutes 34 seconds and long chord bearing and distance of North 06 degrees 51 minutes 28 seconds East 100.71 feet; thence North 02 degrees 48 minutes 19 seconds West 169.90 feet to a point of curve, thence along the arc of a curve to the right 121.94 feet to a point of reverse curve, said curve having a radius of 260.00 feet, central angle of 26 degrees 52 minutes 20 seconds, and long chord bearing and distance of North 10 degrees 37 minutes 51 seconds East 120.83 feet, thence along a curve to the left, 11.45 feet to a point of tangent, said curve having a radius of 9.00 feet, central angle of 72 degrees 55 minutes 18 seconds, and long chord bearing and distance of North 12 degrees 23 minutes 38 seconds West 10.70 feet, thence North 48 degrees 51 minutes 17 seconds West 20.23 feet to a point of curve, thence along the arc of a curve to the right 219.91 feet to a point of tangent, said curve having a radius of 70.00 feet, central angle of 180 degrees 00 minutes 00 seconds and long chord bearing and distance of North 41 degrees 08 minutes 43 seconds East 140.00 feet, thence South 48 degrees 51 minutes 17 seconds East 20.23 feet to a point of curve, thence along the arc of a curve to the left 11.45 feet to a point of reverse curve, said curve having a radius of 9.00 feet, central angle of 72 degrees 55 minutes 18 seconds and long chord bearing and distance of South 85 degrees 18 minutes 56 seconds East 10.70 feet, thence along the arc of a curve to the right 87.29 feet to a point of reverse curve, said curve having a radius of 260.00 feet, central angle of 19 degrees 14 minutes 08 seconds and long chord bearing and distance of North 67 degrees 50 minutes 30 seconds East 86.88 feet, thence along a curve to the left 112.90 feet to a point of reverse curve, said curve having a radius of 200.00 feet, central angle of 32 degrees 20 minutes 36 seconds and long chord bearing and distance of North 61 degrees 17 minutes 16 seconds East 111.41 feet, thence along the arc of a curve to the right 146.24 feet to a point of tangent, said curve having a radius of 260.00 feet, central angle of 32 degrees 00 minutes 26 seconds and long chord bearing and distance of North 61 degrees 07 minutes 11 seconds East 143.36 feet, thence North 77 degrees 07 minutes 24 seconds East 239.14 feet to a point of curve, thence along the arc of a curve to the right 153.38 feet to a point of tangent, said curve having a radius of 260.00 feet, central angle of 33 degrees 47 minutes 59 seconds and long chord bearing and distance of South 85 degrees 58 minutes 37 seconds East 151.16 feet; thence South 69 degrees 04 minutes 37 seconds East 83.91 feet to a point of curve, thence along the arc of a curve to the left 21.36 feet to a point of reverse curve, said curve having a radius of 34.00 feet, central angle of 35 degrees 59 minutes 31 seconds and long chord bearing and distance of South 87 degrees 04 minutes 23 seconds East 21.01 feet, thence along the arc of a curve to the right 154.39 feet to a point of reverse curve, said curve having a radius of 70.00 feet, central angle of 126 degrees 22 minutes 08 seconds and long chord bearing and distance of South 41 degrees 53 minutes 05 seconds East 124.94 feet thence along the arc of a curve to the left 15.03 feet to a point of tangent, said curve having a radius of 34.00 feet, central angle of 25 degrees 19 minutes 54 seconds ', and long chord bearing and distance of South 08 degrees 38 minutes 02 seconds West 14.91 feet, thence South 04 degrees 01 minutes 55 seconds East 87.97 feet to a point of curve, thence along the arc of a curve to the left 44.71 feet to a point of reverse curve, said curve having a radius of 42.00 feet, central angle of 60 degrees 59 minutes 45 seconds, and long chord bearing and distance of South 34 degrees 431 minutes 47 seconds East 42.63 feet, thence along the arc of a curve to the right 340.33 feet to a point of reverse curve, said curve having a radius of 70.00 feet, central angle of 278 degrees 33 minutes 43 seconds and long chord bearing and distance of South 74 degrees

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15 minutes 12 seconds West 91.33 feet, thence along the arc of a curve to the left 30.81 feet, to a point of reverse curve, said curve having a radius of 42.00 feet, central angle of 42 degrees 01 minute 58 seconds and long chord bearing and distance of North 12 degrees 31 minutes 04 seconds East 30.13 feet, thence along the arc of a curve to the right 20.27 feet to a point of tangent, said curve having a radius of 259.98 feet, central angle of 04 degrees 28 minutes 00 seconds and long chord bearing and distance of North 06 degrees 15 minutes 55 seconds West 20.26 feet, thence North 04 degrees 01 minute 55 seconds West 108.62 feet to a point of curve, thence along the arc of a curve to the left 34.06 feet to a point of tangent, said curve having a radius of 30.00 feet, central angle of 65 degrees 02 minutes 42 seconds and long chord bearing and distance of North 36 degrees 33 minutes 16 seconds West 32.26 feet, thence North 69 degrees 04 minutes 37 seconds West 130.48 feet to a point of curve, thence along the arc of a curve to the left, 117.98 feet to a point of tangent, said curve having a radius of 200.00 feet, central angle of 33 degrees 47 minutes 59 seconds and long chord bearing and distance of North 85 degrees 58 minutes 37 seconds West 116.28 feet, thence South 77 degrees 07 minutes 24 seconds West 239.14 feet to a point of curve, thence along the arc of a curve to the left 111.73 feet to a point of reverse curve, said curve having a radius of 200.00 feet, central angle of 32 degrees 00 minutes 26 seconds and long chord bearing and distance of South 61 degrees 07 minutes 11 seconds West 110.28 feet, thence along the arc of a curve to the right 146.77 feet to a point of reverse curve, said curve having a radius of 260.00 feet, central angle of 32 degrees 20 minutes 36 seconds and chord bearing and distance of South 61 degrees 17 minutes 16 seconds West 144.83 feet, thence along the arc of a curve to the left 280.18 feet to a point of tangent, said curve having a radius of 200.00 feet, central angle of 80 degrees 15 minutes 53 seconds and long chord bearing and distance of South 37 degrees 19 minutes 37 seconds West 257.82 feet, thence South 02 degrees 48 minutes 19 seconds East 169.90 feet to a point of curve, thence along the arc of a curve to the right, 45.77 feet to a point of reverse curve, said curve having a radius of 360.00 feet, central angle of 07 degrees 17 minutes 04 seconds, and long chord bearing and distance of South 00 degrees 50 minutes 13 seconds West 45.74 feet, thence along the arc of a curve to the left 37.47 feet to a point of tangent, said curve having a radius of 300.00 feet, central angle of 07 degrees 09 minutes 21 seconds and long chord bearing and distance of South 00 degrees 54 minutes 05 seconds West 37.44 feet, thence South 02 degrees 40 minutes 36 seconds East 84.50 feet to the North right of way line of Nine Mile Road, thence South 87 degrees 18 minutes 00 seconds West 85.42 feet along the North right of way line Nine Mile Road to the point of beginning.

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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 Articles of Organization, Operating Agreement and all amendments and Roster of Members relative to Mirage Development, LLC. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned documents.
6. Submit a copy of the Resolution of the Board of Directors of the recited owner authorizing the sale of the subject property to the recited purchaser and directing the proper officers to execute the proposed conveyance on behalf of the corporation.
7. Warranty Deed from recited owner to recited purchaser.

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SCHEDULE B, PART II
EXCEPTIONS

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
7. 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.
8. Right of Way vested in City of Novi by instrument recorded in Liber 50722, Page 442, Oakland County Records.
9. Easement for sidewalk purposes vested in City of Novi by instrument recorded in Liber 50722, Page 460, Oakland County Records.
10. Easement for sanitary sewer system purposes vested in City of Novi by instrument recorded in Liber 50656, Page 574, Oakland County Records.
11. Easement for water system purposes vested in City of Novi by instrument recorded in Liber 50656, Page 489, Oakland County Records.

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12. Easement for secondary emergency ingress and egress by emergency service provider purposes vested in City of Novi by instrument recorded in Liber 50656, Page 497, Oakland County Records.
13. Easement for storm drainage purposes vested in City of Novi by instrument recorded in Liber 50630, Page 692, Oakland County Records.
14. Easement granted to Detroit Edison Company for its pole lines over the subject property as set forth in instrument recorded in Liber 50599, Page 18, Oakland County Records.
15. Easements for Woodland Preservation in the instrument recorded in Liber 50446, Page 435 and in Liber 50446, Page 422, Oakland County Records.
16. 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.
17. Easement to Oakland County Department of Public Works recorded in Liber 4480, Page 358, Oakland County Records.
18. Rights, if any, of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of Thornton Creek and Miller Creek.
19. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Thornton Creek and Miller Creek.
20. 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 for Nine Mile Road.
21. Survey performed by JCK Group, Inc., dated June 20, 2016, being Job No. 10379, discloses the following:
 - a. Overhead wires, sanitary sewers and storm sewers on the property without the benefit of recorded easements.
 - b. Meandering chain link fence.
 - c. Tennis court encroachment over sanitary sewer.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and 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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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 closing, settlement, escrow, or any other purpose.

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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and 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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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

Stewart Title Guaranty Company - All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and 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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PRIVACY POLICY NOTICE

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

ATA, as an agent for First American Title Insurance Company, Old Republic Title Insurance, American Guaranty Title Insurance Company, Stewart Title Guaranty, Fidelity National Title Insurance Company and its family of companies, Westcor Land Title Insurance Company, and WFG National Title Insurance Company, provides title insurance products and other settlement and escrow services to customers. The ATA Privacy Policy applies to all ATA customers, former customers and applicants

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

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, certain non-public personal information is provided to us in order to provide the services requested. and
- information about your transactions and experiences as a customer..

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

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

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

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

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

If you have any questions about this privacy statement or our practices at ATA, please write us at: **ATA National Title Group, LLC, 31440 Northwestern Highway, Ste. 300, Farmington Hills, Michigan 48334** or email us at legal_dept@atatitle.com or visit our website www.atatitle.com

(Effective January 2023)

GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules, and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.

- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

v. **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Mirage Development, LLC, a Michigan limited liability company, whose address is 45380W 10 Mile Rd #135 Novi, MI, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, for right-of-way purposes, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

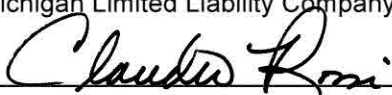
See attached "Montebello Court ROW," attached hereto and made part hereof.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100----- Dollars (\$1.00), and subject to all building and use restrictions, easements, encumbrances, and other matters of record.

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. The property conveyed by this deed may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this 22nd day of October 2024

Mirage Development, LLC
A Michigan Limited Liability Company

By: 
Claudio Rossi

Its: Member

STATE OF MICHIGAN }

COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me this 22nd day of October 2024 by Claudio Rossi, a member of Mirage Development, LLC a Michigan Limited Liability Company.

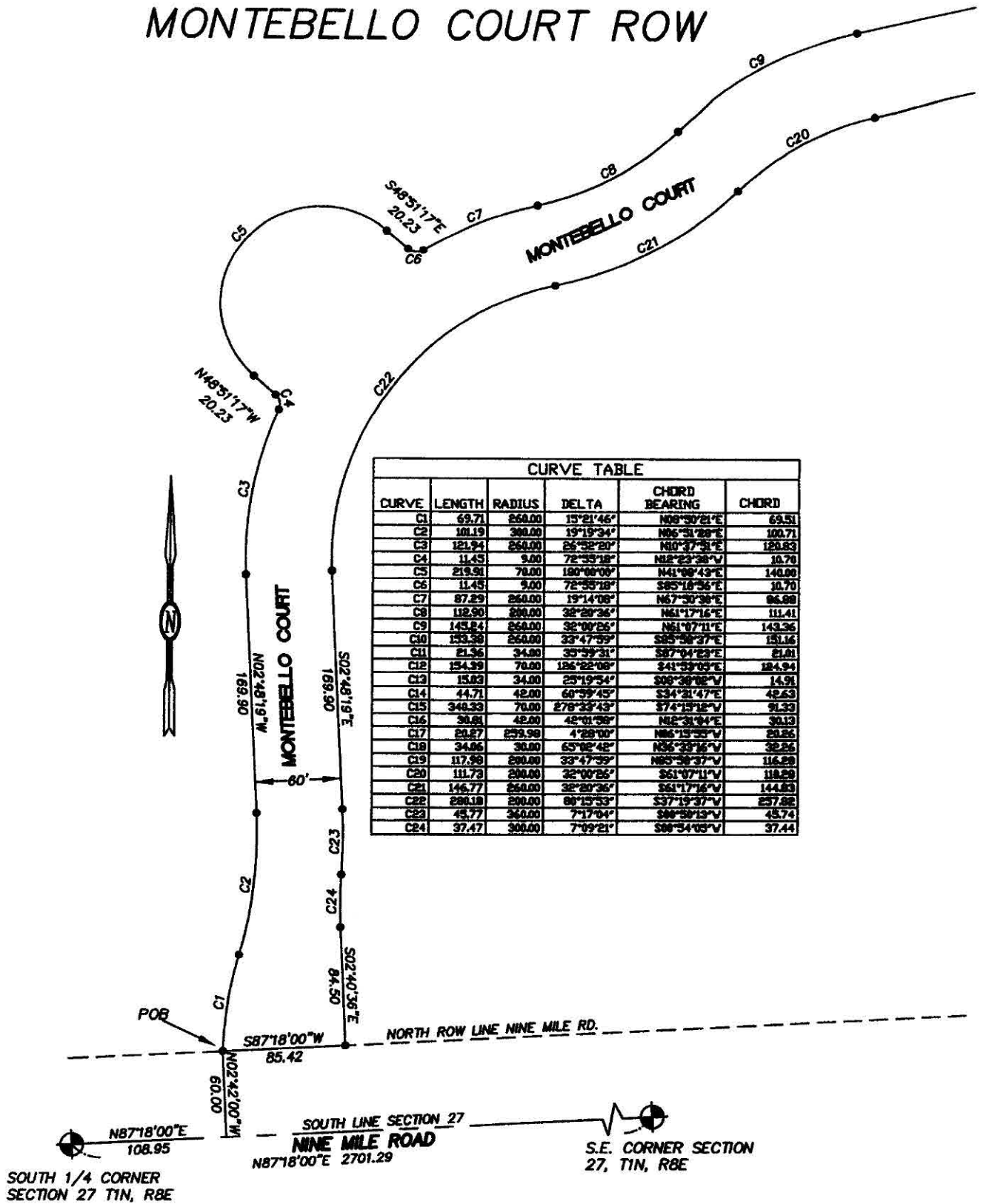

Mark Paulson, Notary Public
Oakland County, Michigan
My Commission Expires: 06-03-2030
Acting in Oakland County

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Sen Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, MI 48375	Drafted by: Mark Paulson Mirage Development, LLC 45380 W. 10 Mile Rd #135 Novi, MI 48375
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Tax Parcel Nos. 50-22-27-452-001

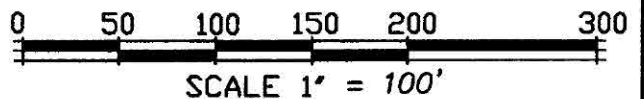
Job No. _____ Recording Fee _____ Transfer Tax _____

MONTEBELLO COURT ROW



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	69.71	250.00	15°21'46"	N06°30'21"E	69.51
C2	100.19	200.00	19°19'34"	N06°31'29"E	100.71
C3	121.94	250.00	25°32'20"	N10°37'31"E	120.83
C4	11.45	9.00	72°35'18"	N12°23'28"V	10.70
C5	219.91	70.00	180°00'00"	N41°08'43"E	140.00
C6	11.45	9.00	72°35'18"	S85°18'36"E	10.70
C7	87.29	250.00	19°14'08"	N67°30'36"E	86.88
C8	112.90	200.00	22°20'36"	N61°17'16"E	111.41
C9	143.84	250.00	32°00'26"	N61°07'11"E	143.36
C10	153.38	250.00	33°47'39"	S85°38'37"E	151.16
C11	21.36	34.00	35°39'31"	S87°04'29"E	21.01
C12	154.99	70.00	126°22'08"	S41°37'03"E	124.94
C13	15.03	34.00	25°19'34"	S08°38'08"V	14.91
C14	44.71	42.00	60°39'45"	S34°21'47"E	42.63
C15	340.33	70.00	278°33'43"	S74°15'18"V	91.33
C16	30.01	42.00	42°01'58"	N12°31'04"E	30.13
C17	20.27	259.98	4°28'10"	N86°18'35"V	20.26
C18	34.06	30.00	65°02'42"	N36°33'16"V	32.26
C19	117.98	200.00	33°47'39"	N85°38'37"V	116.29
C20	111.73	200.00	32°00'26"	S61°07'11"V	110.29
C21	146.77	250.00	32°20'36"	S61°17'16"V	144.83
C22	286.18	200.00	08°15'33"	S37°19'37"V	237.82
C23	45.77	250.00	7°17'04"	S88°28'13"V	45.74
C24	37.47	200.00	7°09'21"	S88°54'05"V	37.44

Survey for: MIRAGE DEVELOPMENT, LLC



I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above, and all the requirements of P.A. 132 as amended on September 18, 2018 have been complied with.

By *Joseph C. Kapelczak*
 JOSEPH C. KAPELCZAK RLS #24598

JCK GROUP, INC.
 8615 RICHARDSON RD
 COMMERCE TWP., MICHIGAN 48390
 248-363-2550

- LEGEND**
- R. = RECORDED
 - M. = MEASURED
 - D. = DEEDED
 - C. = CALCULATED
 - ⊕ = SET 1/2" IRON BAR
 - = FOUND IRON
 - ⊙ = FOUND "T" IRON
 - ⊗ = CONC MONUMENT
 - = FOUND IRON PIPE
 - ⊠ = LATH ON LINE
 - X = CHISELED "X"
 - o = SET NAIL / SPIKE

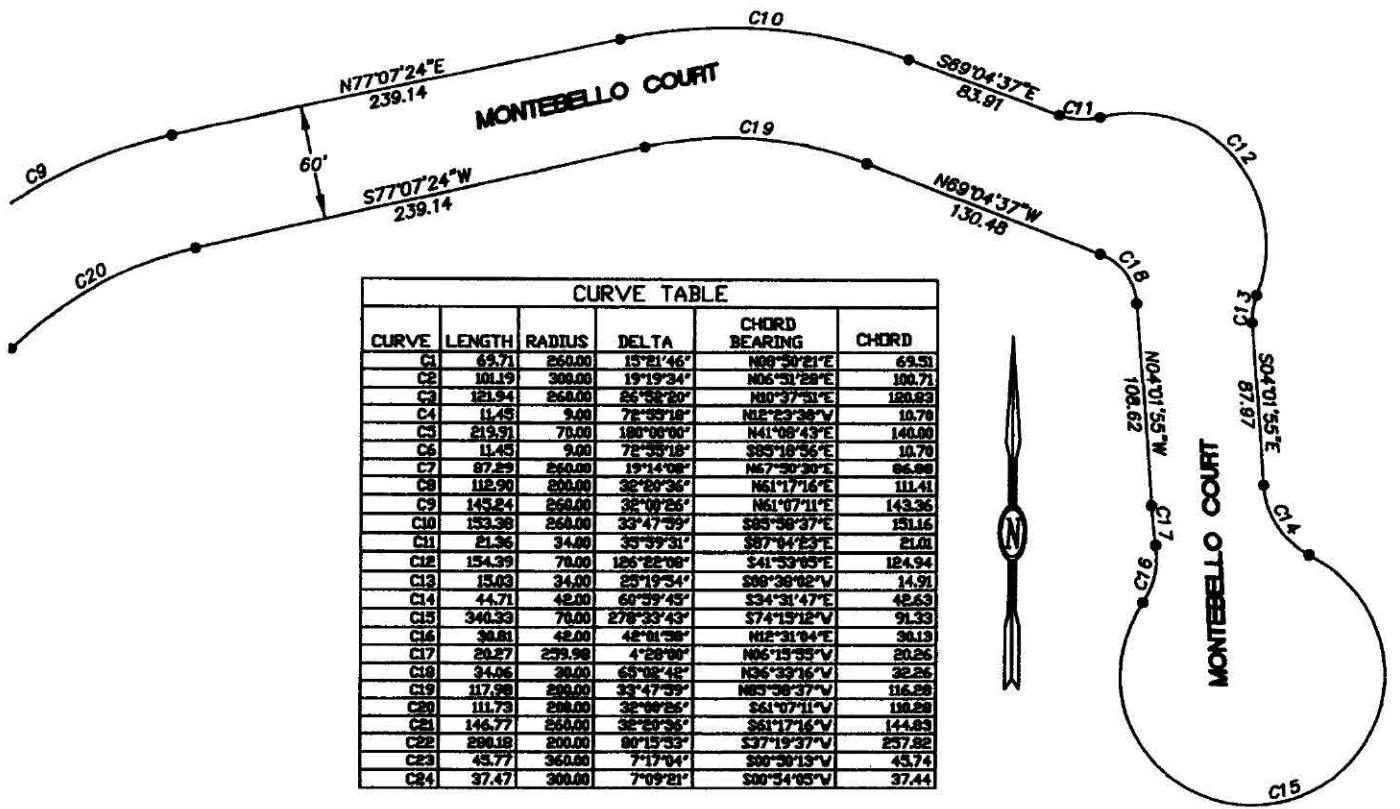
Drawn By: JCK

Date: 10/9/24

Job Number: 11161

Scale: 1"=100'

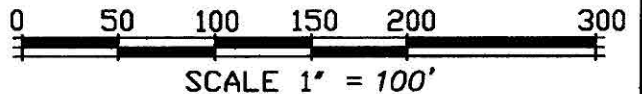
MONTEBELLO COURT ROW



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	69.71	250.00	15°21'46"	N68°30'21"E	69.50
C2	101.19	300.00	19°19'34"	N06°31'28"E	100.71
C3	121.94	250.00	26°58'20"	N00°37'31"E	120.23
C4	11.45	9.00	72°33'18"	N12°23'38"V	10.70
C5	219.91	70.00	180°00'00"	N41°08'43"E	140.00
C6	11.45	9.00	72°33'18"	S89°18'56"E	10.70
C7	87.29	250.00	19°14'08"	N67°30'30"E	86.88
C8	112.90	200.00	32°00'36"	N61°17'16"E	111.41
C9	145.24	250.00	32°00'26"	N61°07'11"E	143.36
C10	153.38	250.00	33°47'59"	S83°38'37"E	151.16
C11	21.36	34.00	33°59'31"	S87°04'23"E	21.01
C12	154.99	70.00	126°22'08"	S41°33'05"E	124.94
C13	15.03	34.00	25°19'34"	S88°38'02"V	14.91
C14	44.71	42.00	60°59'45"	S34°31'47"E	42.63
C15	340.33	70.00	278°33'43"	S74°13'12"V	91.33
C16	30.81	42.00	42°01'38"	N12°31'04"E	30.19
C17	20.27	229.98	4°28'00"	N06°15'33"V	20.26
C18	34.06	20.00	65°02'42"	N26°33'16"V	22.26
C19	117.98	200.00	33°47'59"	N85°08'37"V	116.28
C20	111.73	200.00	32°00'26"	S61°07'11"V	110.28
C21	146.77	250.00	32°00'36"	S61°17'16"V	144.83
C22	290.18	200.00	90°15'33"	S37°19'37"V	257.82
C23	45.77	350.00	7°17'04"	S00°30'13"V	45.74
C24	37.47	300.00	7°09'21"	S00°54'05"V	37.44

BEARINGS BASED ON NAD 83 (CORS 2011) SPC MI SOUTH ZONE

Survey for: MIRAGE DEVELOPMENT, LLC



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By: *Joseph C. Kapelczak*
 JOSEPH C. KAPELCZAK RLS #24598

JCK GROUP, INC.
 8615 RICHARDSON RD
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 248-363-2550


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 - ⊠ = LATH ON LINE
 - X = CHISELED "X"
 - = SET NAIL / SPIKE

Drawn By: JCK Date: 10/0/24 Job Number: 11161 Scale: 1"=100'

Montebello Court Road Right of Way Description


Montebello Court located in Montebello Estates, Condominium Subdivision Plan #2172, as recorded in Liber 50223, Page 342, Oakland County records, City of Novi, Oakland County, Michigan, being part of the southeast ¼ of Section 27, T1N., R.8E., City of Novi, Oakland County, Michigan, described as follows: Beginning at a point located N87°18'00"E, 108.95' along the south line of Section 27 and N02°42'00"W, 60.00' to said point of beginning on the north right of way line of Nine Mile Road from the south ¼ corner of Section 27, to a point on a curve, thence; along a curve to the right, 69.71' to a point of reverse curve, said curve having a radius of 260.00', central angle of 15°21'46" and long chord bearing and distance of N08°50'21"E, 69.51 feet; thence along the arc of a curve to the left 101.19' to a point of tangent, said curve having a radius of 300.00', central angle of 19°19'34" and long chord bearing and distance of N06°51'28"E 100.71' thence; N02°48'19"W 169.90' to a point of curve, thence along the arc of a curve to the right 121.94' to a point of reverse curve, said curve having a radius of 260.00', central angle of 26°52'20", and long chord bearing and distance of N10°37'51"E 120.83', thence; along a curve to the left, 11.45' to a point of tangent, said curve having a radius of 9.00', central angle of 72°55'18", and long chord bearing and distance of N12°23'38"W 10.70', thence; N48°51'17"W 20.23' to a point of curve, thence; along the arc of a curve to the right 219.91' to a point of tangent, said curve having a radius of 70.00', central angle of 180°00'00" and long chord bearing and distance of N41°08'43"E 140.00', thence; S48°51'17"E, 20.23' to a point of curve, thence; along the arc of a curve to the left 11.45', to a point of reverse curve, said curve having a radius of 9.00', central angle of 72°55'18" and long chord bearing and distance of S85°18'56"E 10.70', thence along the arc of a curve to the right 87.29' to a point of reverse curve, said curve having a radius of 260.00', central angle of 19°14'08" and long chord bearing and distance of N67°50'30"E 86.88', thence; along a curve to the left 112.90' to a point of reverse curve, said curve having a radius of 200.00', central angle of 32°20'36" and long chord bearing and distance of N61°17'16"E, 111.41', thence along the arc of a curve to the right 145.24' to a point of tangent, said curve having a radius of 260.00', central angle of 32°00'26" and long chord bearing and distance of N61°07'11"E 143.36', thence; N77°07'24"E 239.14' to a point of curve, thence along the arc of a curve to the right 153.38' to a point of tangent, said curve having a radius of 260.00', central angle of 33°47'59" and long chord bearing and distance of S85°58'37"E 151.16', thence; S69°04'37"E 83.91' to a point of curve, thence along the arc of a curve to the left 21.36' to a point of reverse curve, said curve having a radius of 34.00', central angle of 35°59'31" and long chord bearing and distance of S87°04'23"E, 21.01', thence along the arc of a curve to the right 154.39' to a point of reverse curve, said curve having a radius of 70.00', central angle of 126°22'08" and long chord bearing and distance of

Survey for: MIRAGE DEVELOPMENT, LLC

	I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above, and all the requirements of P.A. 132 as amended on September 18, 2018 have been complied with.		<p align="center">LEGEND</p> R. = RECORDED M. = MEASURED D. = DEEDED C. = CALCULATED ⊕ = SET ½" IRON BAR ● = FOUND IRON ⊙ = FOUND "T" IRON ⊗ = CONC MONUMENT ○ = FOUND IRON PIPE ⊠ = LATH ON LINE X = CHISELED "X" ○ = SET NAIL / SPIKE
	By: <i>Joseph C. Kapelczak</i> JOSEPH C. KAPELCZAK RLS #24598	<p align="center">JCK GROUP, INC. 8615 RICHARDSON RD COMMERCE TWP., MICHIGAN 48390 248-363-2550</p>	
Drawn By: JCK	Date: 10/9/24	Job Number: 11161	Scale: NONE

S41°53'05"E, 124.94' thence along the arc of a curve to the left 15.03' to a point of tangent, said curve having a radius of 34.00', central angle of 25°19'54", and long chord bearing and distance of S08°38'02"W, 14.91', thence; S04°01'55"E, 87.97' to a point of curve, thence along the arc of a curve to the left 44.71' to a point of reverse curve, said curve having a radius of 42.00', central angle of 60°59'45", and long chord bearing and distance of S34°31'47"E, 42.63', thence along the arc of a curve to the right 340.33' to a point of reverse curve, said curve having a radius of 70.00', central angle of 278°33'43" and long chord bearing and distance of S74°15'12"W, 91.33', thence along the arc of a curve to the left 30.81', to a point of reverse curve, said curve having a radius of 42.00', central angle of 42°01'58" and long chord bearing and distance of N12°31'04"E, 30.13', thence along the arc of a curve to the right 20.27' to a point of tangent, said curve having a radius of 259.98', central angle of 04°28'00" and long chord bearing and distance of N06°15'55"W, 20.26', thence; N04°01'55"W 108.62' to a point of curve, thence along the arc of a curve to the left 34.06' to a point of tangent, said curve having a radius of 30.00', central angle of 65°02'42" and long chord bearing and distance of N36°33'16"W 32.26', thence; N69°04'37"W 130.48' to a point of curve, thence along the arc of a curve to the left, 117.98' to a point of tangent, said curve having a radius of 200.00', central angle of 33°47'59" and long chord bearing and distance of N85°58'37"W, 116.28', thence; S77°07'24"W, 239.14' to a point of curve, thence along the arc of a curve to the left 111.73' to a point of reverse curve, said curve having a radius of 200.00', central angle of 32°00'26" and long chord bearing and distance of S61°07'11"W 110.28', thence along the arc of a curve to the right 146.77' to a point of reverse curve, said curve having a radius of 260.00', central angle of 32°20'36" and chord bearing and distance of S61°17'16"W, 144.83', thence along the arc of a curve to the left 280.18' to a point of tangent, said curve having a radius of 200.00' central angle of 80°15'53" and long chord bearing and distance of S37°19'37"W, 257.82', thence; S02°48'19"E 169.90' to a point of curve, thence along the arc of a curve to the right, 45.77' to a point of reverse curve, said curve having a radius of 360.00', central angle of 07°17'04", and long chord bearing and distance of S00°50'13"W, 45.74', thence along the arc of a curve to the left 37.47' to a point of tangent, said curve having a radius of 300.00', central angle of 07°09'21" and long chord bearing and distance of S00°54'05"W, 37.44', thence; S02°40'36"E, 84.50' to the north right of way line of Nine Mile Road, thence; S87°18'00"W, 85.42' along the north right of way line Nine Mile Road to the point of beginning. Containing 2.93 acres.

Survey for: MIRAGE DEVELOPMENT, LLC

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	<p>By: <i>Joseph C. Kapelczak</i> JOSEPH C. KAPELCZAK RLS #24598</p> <p>JCK GROUP, INC. 8615 RICHARDSON RD COMMERCE TWP., MICHIGAN 48390 248-363-2550</p>		
<p>Drawn By: JCK</p>	<p>Date: 10/9/24</p>	<p>Job Number: 11161</p>	<p>Scale: NONE</p>

SWORN STATEMENT

State of Michigan

County of Oakland

Claudio Rossi, be in sworn states the following:

Mirage Development, LLC (deponent), is the owner of Montebello Estates, a real property in the City of Novi, Oakland County, Michigan.

This sworn statement is provided in accordance with the applicable laws and regulations governing the payment of contractors, laborers, and suppliers for improvements made to real property.

The following is a list of each contractor, subcontractor, supplier, or laborer for whom payment of wages, withholdings, or other compensation is due but unpaid, with whom the owner has contracted for performance under the contract. The amounts due to these individuals or entities as of [Date] are fully and accurately set forth opposite their names below:

Contractor	Type of Work	Total Contract Amount	Amount Paid	Amount Owing	Retainage	Balance to Complete
T & M Asphalt Paving	Paving	\$146,756.86	\$146,756.86	\$0.00	\$0.00	\$0.00

The contractor has not procured materials from, or subcontracted with, any person or entity other than those listed in this statement and owes no money for the work other than the amounts disclosed herein.

I make this statement as the owner's representative to declare that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement, and except for potential claims of construction liens by laborers as provided under section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.



 Signature of Deponent, Claudio Rossi
 President
 Mirage Development, LLC

10/22/2024

 Date

Subscribed and sworn to before me this 22 day of October], 2024.



 Mark Paulson
 Notary Public Oakland County, Michigan
 Acting in Oakland County
 My commission expires: 06/03/2030

Date: 10/17/2024

FULL UNCONDITIONAL WAIVER

My/ our contract with : **Mirage Development**

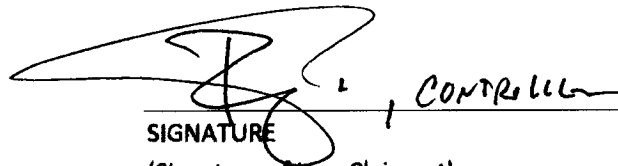
To provide : Street Paving

For the improvement to the property described as:

Montebello Estates 50-22-27-452-001 / JSP15-076

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

T & M Asphalt Paving, Inc.


SIGNATURE
(Signature of Lien Claimant)

Do not sign blank or incomplete forms.
Retain a copy for your records.

Return by email to mp.mirage@gmail.com or mail to the following:

Mirage Development
45380 W Ten Mile Rd
Suite 135
Novi, MI 48375
Fax: 248.349.0598

October 29, 2024

Ben Croy, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Montebello Estates – Roads Acceptance Documents Review
Novi # JSP 15-76
SDA Job No. NV16-225
APPROVED

Dear Ben Croy:

We have reviewed the Acceptance Document Package received by our office on October 28, 2024 against the Final Site Plan (Stamping Set) approved on August 25, 2016. We offer the following comments:

Road Acceptance Documents

All documents must be completed using blue/black ink as the County will reject them otherwise.

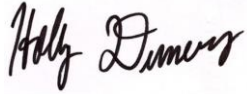
1. Warranty Deed for Interior Roads
(executed 10-22-2024, exhibits dated 10-09-2024)
APPROVED
2. Bills of Sale: Interior Roads
SUPPLIED – APPROVED
Executed October 22, 2024
3. Sworn Statement for Interior Roads
SUPPLIED – APPROVED
Executed October 22, 2024
4. Waiver of Lien for Contractors Installing Interior Roads
SUPPLIED – APPROVED
Executed October 17, 2024

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

Sincerely,

SPALDING DEDECKER



Holly Demers
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ben Croy, City of Novi
Cortney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Rebecca Runkel, City of Novi
Alyssa Craigie, City of Novi
Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Heather Zeigler, City of Novi
Ben Nelson, City of Novi
Milad Alesmail, City of Novi

October 22, 2024

Mrs. Humna Anjum
Project Engineer
Department of Public Works
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Montebello Estates
Site Work Final Approval**
Novi SP No.: JSP15-0076
SDA Job No.: NV16-225

Dear Mrs. Anjum:

Please be advised that the water, sanitary sewer, storm sewer, grading, and paving for the above-referenced project are confirmed by Spalding DeDecker to be complete and in accordance with the approved construction plans. At this time, we recommend that the incomplete site work/utilities financial guarantee be released.

Please note that other appropriate City of Novi staff or consultants will address items related to landscaping, woodlands, or wetlands.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DEDECKER

Ted Meadows Digitally signed by Ted Meadows
Date: 2024.10.23 08:49:55 -04'00'

Ted Meadows
Vice President/Senior Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Claudio Rossi, Mirage Development (e-mail)
SDA Job File