



CITY OF NOVI CITY COUNCIL
FEBRUARY 24, 2025

SUBJECT: Acceptance of a Warranty Deed to dedicate an additional 60 feet of right-of-way along the south side of Nine Mile Road as part of the SPARC Arena development (parcel 50-22-35-127-015).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This process is required to accept right-of-way dedications.
- This brings the segment to its full master planned right-of-way width.

BACKGROUND INFORMATION:

SPARC Holdings, LLC is requesting the acceptance of a Warranty Deed conveying 60 feet of additional right-of-way along the south side of Nine Mile Road. The proposed right-of-way dedication will bring this segment of Nine Mile to its full master planned half-width right-of-way of 60 feet.

The enclosed letter from City Attorney (Beth Saarela, February 5, 2025) 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 (January 4, 2023), and is recommended for acceptance.

RECOMMENDED ACTION: Acceptance of a Warranty Deed to dedicate an additional 60 feet of right-of-way along the south side of Nine Mile Road as part of the SPARC Arena development (parcel 50-22-35-127-015).

Proposed 60-foot ROW to be Dedicated

Location Map





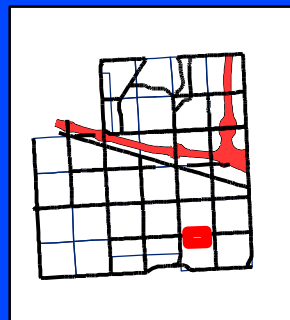
Map Author: Milad Alesmail
Date: 1/24/2025
Project: Sparc Arena
Version: 1.0

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

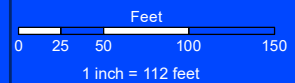
- Major Roads
- Minor Roads

-  Proposed right-of-way
-  Development Location



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

February 5, 2025

Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: SPARC Arena JSP21-04
Acceptance Documents**

Dear Ms. Hanson:

We have reviewed current title to the SPARC Arena property with Oakland County Records to ensure that the following documents are still valid:

- Warranty Deed - ROW (**Approved**)
- Partial Discharge of Mortgage -Recorded (**Approved**)
- Partial Discharge of Assignment of Rents – Recorded (**Approved**)
- Title Search

There appear to be no changes in title to the property since the documents were initially reviewed and approved. The documents may be placed on a City Council agenda for acceptance. Once accepted, the Warranty Deed should be recorded with the Oakland County Register of Deeds in the usual manner.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a light blue horizontal line. The signature is fluid and cursive.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)

Cortney Hanson, City Clerk
City of Novi
February 5, 2025
Page 2

Charles Boulard, Community Development Director
Barb McBeth, City Planner
Lindsay Bell, Planner
Diana Shanahan, Planner
Dan Commer, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Ben Nelson, Project Engineer
Milad Alesmail, Project Engineer
Alyssa Craigie, Administrative Assistant
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire

PARTIAL RELEASE OF MORTGAGE

This instrument was prepared by Lisa Ragsdale on December 1, 2022, MEMBER BUSINESS SERVICES, LLC, 1607 E. BIG BEAVER, SUITE 201, TROY, Michigan 48083

Return To: Lisa Ragsdale, Member Business Services, LLC, 1607 E. Big Beaver, Suite 201, Troy, Michigan 48083

Diversified Members Credit Union, which is organized and existing under the laws of Michigan and holder of that certain Mortgage made and executed by SPARC Holdings, LLC, a Michigan limited liability company, as Mortgagor, Diversified Members Credit Union, as Mortgagee, on February 11, 2022, certifies that, for value received, the Mortgage recorded on February 26, 2022, in the Register of Deeds for Oakland County, Michigan and is Indexed as Liber 57518, Page 415 thru 429, has been partially complied with and is released as to 60 Foot Wide Road Right of Way adjacent to the Property located at 4275 W. Nine Mile Road, Novi, MI 48375 in City of Novi, County of Oakland, State of Michigan as described in the **Attached Exhibit A:**

It is understood that this partial release shall not affect or impair the security of the Mortgage upon any portion of any premises except the premises described in this instrument.

LENDER:

Diversified Members Credit Union

By Kathie Trembath
Kathie Trembath President/CEO

STATE OF MICHIGAN

SS

COUNTY OF Washtenaw

This instrument was acknowledged before me this 2nd day of December, 2022, Kathie Trembath, President/CEO, of Diversified Members Credit Union, a Michigan credit union.

400013545

S. Victoria
S. Victoria

Notary Public, State of Michigan,

County of Washtenaw

My commission expires 11/23/2025

Acting in the County of Washtenaw

EXHIBIT A

60-FOOT WIDE ROAD RIGHT OF WAY DEDICATION DESCRIPTION

THE R.O.W. REFERRED TO IN THIS EXHIBIT, SITUATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PART OF THE North 1/2 OF SECTION 35, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 35, AND PROCEEDING THENCE North 89 DEGREES 02 MINUTES 35 SECONDS EAST 70.88 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 21 SECONDS EAST 60.01 FEET; THENCE South 89 DEGREES 02 MINUTES 35 SECONDS WEST 68.28 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 25 SECONDS WEST 331.73 FEET; THENCE North 00 DEGREES 20 MINUTES 13 SECONDS WEST 60.01 FEET TO THE NORTH LINE OF SECTION 35; THENCE ALONG SAID North LINE North 89 DEGREES 32 MINUTES 25 SECONDS EAST 329.12 FEET TO THE POINT OF BEGINNING.

Tax ID:22-35-127-015

PARTIAL RELEASE OF ASSIGNMENT OF RENTS

This instrument was prepared by Lisa Ragsdale effective on December 1, 2022, MEMBER BUSINESS SERVICES, LLC, 1607 E. BIG BEAVER, SUITE 201, TROY, Michigan 48083

Return To: Lisa Ragsdale, MEMBER BUSINESS SERVICES, LLC, 1607 E. BIG BEAVER, SUITE 201, TROY, Michigan 48083

Diversified Members Credit Union, which is organized and existing under the laws of Michigan and holder of that certain Assignment made and executed by SPARC Holdings, LLC, a Michigan limited liability company, as Assignor, and Diversified Members Credit Union, as Assignee, on February 11, 2022, certifies that, for value received, the Assignment recorded on February 22, 2022, in the Register of Deeds for Oakland County, Michigan and is indexed as Liber 57490, Page 284 thru 293, and has been partially complied with and is released as to 60 Foot Wide Road Right of Way adjacent to the Property located at 4275 W. Nine Mile Road, Novi, MI 48375 in City of Novi, County of Oakland, State of Michigan as described in the **Attached Exhibit A:**

It is understood that this partial release shall not affect or impair the security of the Mortgage upon any portion of any premises except the premises described in this instrument.

LENDER:

Diversified Members Credit Union

By Kathie Trembath
Kathie Trembath, President/CEO

STATE OF MICHIGAN

SS

COUNTY OF Wayne

This instrument was acknowledged before me this 2nd day of December, 2022, by Kathie Trembath, President/CEO of Diversified Members Credit Union, a Michigan credit union.

Loan No. 400012793

Victoria
Victoria
Notary Public, State of Michigan,
County of Wayne
My commission expires 4-23-2023
Acting in the County of Wayne

EXHIBIT A

60-FOOT WIDE ROAD RIGHT OF WAY DEDICATION DESCRIPTION

THE R.O.W. REFERRED TO IN THIS EXHIBIT, SITUATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PART OF THE North 1/2 OF SECTION 35, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 35, AND PROCEEDING THENCE North 89 DEGREES 02 MINUTES 35 SECONDS EAST 70.88 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 21 SECONDS EAST 60.01 FEET; THENCE South 89 DEGREES 02 MINUTES 35 SECONDS WEST 68.28 FEET; Thence SOUTH 89 DEGREES 32 MINUTES 25 SECONDS WEST 331.73 FEET; THENCE North 00 DEGREES 20 MINUTES 13 SECONDS WEST 60.01 FEET TO THE NORTH LINE OF SECTION 35; THENCE ALONG SAID North LINE North 89 DEGREES 32 MINUTES 25 SECONDS EAST 329.12 FEET TO The POINT OF BEGINNING.

Tax ID:22-35-127-015



ALTA COMMITMENT FOR TITLE INSURANCE

TABLE OF CONTENTS

	Page
NOTICE	2
COMMITMENT TO ISSUE POLICY	2
COMMITMENT CONDITIONS	3
SCHEDULE A	6
SCHEDULE B	8

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA 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 EXTRACTIONAL 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 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it 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.

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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; 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.

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.

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - 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.
 - 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.
 - 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.
 - Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - 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 IS 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.
- 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.

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



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

Issuing Agent: First American Title Insurance Company
Issuing Office: 300 East Long Lake Road, Suite 300, Bloomfield Hills, MI 48304
Contact: (248)540-4102, mi.bloomfield@firstam.com
Issuing Office's ALTA® Registry ID: 1120846
Commitment Number: 981169
Issuing Office File Number: 981169
Property Address: 42775 W 9 Mile Road, Novi, MI 48375
Revision:

SCHEDULE A

1. Commitment Date: November 17, 2022 at 8:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
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:

Sparc Holdings, LLC, a Michigan limited liability company

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Authorized Signatory

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



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. Pay unpaid taxes and assessments unless shown as paid.
7. 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.
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. All Taxes paid to and including 2021
2022 Summer Taxes PAID in the amount of \$48,920.97
2022 Winter Taxes DUE in the amount of \$18,623.40
Tax Item No. 22-35-127-015
Property Address: 42775 W 9 Mile Road, Novi, MI 48375
If any amounts are shown as DUE, the total does not include collection fees, penalties or interest.
10. 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.

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Mortgage in the original amount of \$300,000.00 executed by Sparc Holdings, LLC, a Michigan limited liability company to Diversified Members Credit Union, dated June 18, 2021, recorded June 22, 2021, in Liber 56438, page 169.
8. Assignment of Rents executed by Sparc Holdings, LLC, a Michigan limited liability company to Diversified Members Credit Union, dated June 18, 2021, recorded June 22, 2021, in Liber 56438, page 184.
9. Mortgage in the original amount of \$300,000.00 executed by Sparc Holdings, LLC, a Michigan limited liability company to Diversified Members Credit Union, dated September 21, 2021, recorded September 22, 2021, in Liber 56888, page 426.
10. Assignment of Rents executed by Sparc Holdings, LLC, a Michigan limited liability company to Diversified Members Credit Union, dated September 21, 2021, recorded September 22, 2021, in Liber 56888, page 441.

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



11. Mortgage in the original amount of \$1,700,000.00 executed by Sparc Holdings, LLC, a Michigan limited liability company to Diversified Members Credit Union, dated February 11, 2022, recorded February 22, 2022, in Liber 57490, page 269.
12. Assignment of Rents executed by Sparc Holdings, LLC, a Michigan limited liability company to Diversified Members Credit Union, dated February 11, 2022, recorded February 22, 2022, in Liber 57490, page 284.
13. Mortgage in the original amount of \$200,000.00 executed by Sparc Holdings, LLC, a Michigan limited liability company to Diversified Members Credit Union, dated February 11, 2022, recorded February 26, 2022, in Liber 57518, page 415.
14. Assignment of Rents executed by Sparc Holdings, LLC, a Michigan limited liability company to Diversified Members Credit Union, dated February 11, 2022, recorded February 26, 2022, in Liber 57518, page 430.
15. Financing Statement between Sparc Holdings, LLC, Debtor(s), and Diversified Members Credit Union, Secured Party, recorded June 24, 2021, in Liber 56449, page 447.
16. Financing Statement between Sparc Holdings, LLC, Debtor(s), and Diversified Members Credit Union, Secured Party, recorded September 24, 2021, in Liber 56898, page 225.
17. Financing Statement between Sparc Holdings, LLC, Debtor(s), and Diversified Members Credit Union, Secured Party, recorded February 17, 2022, in Liber 57467, page 284.
18. Financing Statement between Sparc Holdings, LLC, Debtor(s), and Diversified Members Credit Union, Secured Party, recorded March 03, 2022, in Liber 57541, page 429.
19. Right of Way in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 3796, page 744.
20. Easement in favor of Oakland County Department of Public Works and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 4403, page 324.
21. Reservation of Easement Agreement in favor of The City of Novi and Weltronic Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 8275, page 237 and Liber 8323, page 416.
22. Easement Agreement in favor of Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 8510, page 152.
23. Bike Path Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 26184, page 161.
24. Temporary Construction Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 26184, page 163.
25. Terms and Conditions contained in Declaration of Taking as disclosed by instrument recorded in Liber 53513, page 237.
26. Grant of Temporary Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 53863, page 843, and Liber 54389, page 481.

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



27. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
28. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land comprising the bed of Unnamed Creek, or land created by fill or artificial accretion.
29. 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 Unnamed Creek.
30. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
31. Rights of tenants, if any, under any unrecorded leases.
32. Lien for outstanding water or sewer charges, if any.

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



EXHIBIT A

The Land referred to herein below is situated in the City of Novi, County of Oakland, State of Michigan, and is described as follows:

Part of the North 1/2 of Section 35, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows: Beginning at the North 1/4 corner of Section 35, and proceeding thence North 89 degrees 02 minutes 35 seconds East 70.88 feet; thence South 00 degrees 20 minutes 21 seconds East 610.04 feet; thence South 89 degrees 02 minutes 35 seconds West 70.88 feet; thence South 89 degrees 32 minutes 25 seconds West 329.14 feet; thence North 00 degrees 20 minutes 13 seconds West 610.04 feet to the North line of Section 35; thence along said North line North 89 degrees 32 minutes 25 seconds East 329.12 feet to the Point of Beginning.

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that SPARC Holdings, LLC, a Michigan limited liability company, whose address is 41713 Dukesbury Ct., Novi. MI 48375 conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, for **right-of-way purposes**, to wit:

See attached Exhibit "A" attached hereto and made a 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).

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 15th day of DECEMBER, 2022.


GRANTOR:
SPARC Holdings, LLC, a Michigan limited liability company

By: 
Raghu Ravipati Its: Manager

STATE OF MI)
) ss.
COUNTY OF Oakland)

On this 15th day of December, 2022, before me, personally appeared the above named Raghu Ravipati, the manager of SPARC Holdings LLC, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as free act and deed.

CATHERINE E. BENHAM
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 13, 2028
ACTING IN COUNTY OF Oakland


Notary Public
Acting in Oakland County, MI
My commission expires 11/13/2028

When Recorded Return to: Cortney Hanson, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
---	--	---

Job No. _____ Recording Fee _____ Transfer Tax _____

Exhibit A

ROAD R.O.W. DEDICATION SKETCH OF DESCRIPTIONS

NORTHWEST CORNER
SEC. 35, T.1N., R.8E.,
CITY OF NOVI
OAKLAND CO., MICH.
L. 15528, P. 773

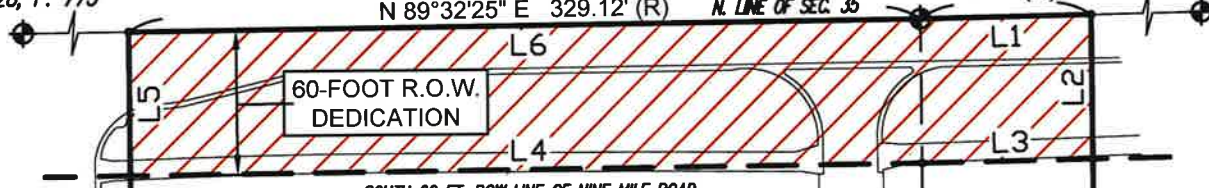
NORTH 1/4 CORNER
SEC. 35, T.1N., R.8E.,
CITY OF NOVI
OAKLAND CO., MICH.
L. 15528, P. 776

NORTHEAST CORNER
SEC. 35, T.1N., R.8E.,
CITY OF NOVI
OAKLAND CO., MICH.
L. 15528, P. 755

NINE MILE ROAD 120 FT. WD.

P.O.B. N 89°02'35" E
70.88' (R)

N 89°32'25" E 329.12' (R) N. LINE OF SEC. 35



60-FOOT R.O.W.
DEDICATION

SOUTH 60 FT. ROW LINE OF NINE MILE ROAD

PARCEL ID# 22-35-127-15
ADDRESS: 42775 NINE MILE ROAD
5.60 AC.±

"NOVI INDUSTRIAL SUBDIVISION"
LIBER 203, PAGES 5-6
ROETHEL DRIVE 60 FT. WD.

N 00°20'13" W 610.04' (R)

E ROW LINE OF ROETHEL DRIVE
E LINE OF "NOVI INDUSTRIAL SUBDIVISION"

N-S 1/4 LINE OF SEC. 35 AS MONUMENTED

S 00°20'21" E 610.04' (R)

PARCEL ID# 22-35-200-008
ADDRESS: N/A
ZONED: I-1 (LIGHT INDUSTRIAL)
OWNER: CITY OF NOVI

Line Table		
Line #/Curve #	Length	Direction/Delta
L1	70.88	N89° 02' 35"E
L2	60.01	S00° 20' 21"E
L3	68.28	S89° 02' 35"W
L4	331.73	S89° 32' 25"W
L5	60.01	N00° 20' 13"W
L6	329.12	N89° 32' 25"E

S 89°32'25" W 329.14' (R)

S 89°02'35" W
70.88' (R)

PARCEL ID# 22-35-176-019
ADDRESS: N/A
ZONED: I-1 (LIGHT INDUSTRIAL)
OWNER: CITY OF NOVI



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
SPARC HOLDINGS, LLC
41713 DUKESBURY COURT
NOVI, MICHIGAN 48375

SCALE
1" = 80'

DATE
11/04/2022

DRAWN
JDK

JOB NO.
M186

SHEET
1 of 2



Exhibit A

ROAD R.O.W. DEDICATION PARENT PARCEL AND R.O.W. DESCRIPTIONS

PARENT PARCEL DESCRIPTION (RECORDED DESCRIPTION)

THE LAND REFERRED TO IN THIS EXHIBIT, SITUATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PART OF THE NORTH 1/2 OF SECTION 35, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 35, AND PROCEEDING THENCE NORTH 89 DEGREES 02 MINUTES 35 SECONDS EAST 70.88 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 21 SECONDS EAST 610.04 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 35 SECONDS WEST 70.88 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 25 SECONDS WEST 329.14 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 13 SECONDS WEST 610.04 FEET TO THE NORTH LINE OF SECTION 35; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 32 MINUTES 25 SECONDS EAST 329.12 FEET TO THE POINT OF BEGINNING.

60-FOOT WIDE ROAD RIGHT OF WAY DEDICATION DESCRIPTION

THE R.O.W. REFERRED TO IN THIS EXHIBIT, SITUATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PART OF THE NORTH 1/2 OF SECTION 35, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 35, AND PROCEEDING THENCE NORTH 89 DEGREES 02 MINUTES 35 SECONDS EAST 70.88 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 21 SECONDS EAST 60.01 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 35 SECONDS WEST 68.28 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 25 SECONDS WEST 331.73 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 13 SECONDS WEST 60.01 FEET TO THE NORTH LINE OF SECTION 35; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 32 MINUTES 25 SECONDS EAST 329.12 FEET TO THE POINT OF BEGINNING.



NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
SPARC HOLDINGS, LLC
41713 DUKESBURY COURT
NOVI, MICHIGAN 48375

SCALE
N/A

DATE
11/04/2022

DRAWN
JDK

JOB NO.
M186

SHEET
2 of 2

January 4, 2023

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

Re: SPARC Arena - Acceptance Documents Review
Novi # JSP21-0004
SDA Job No. NV22-223
EXHIBITS APPROVED

Dear Mr. Croy:

We have reviewed the below document(s) received by our office on December 15, 2022 against the current submitted site plan dated April 14, 2021. We offer the following comments:

1. Warranty Deed for 9 Mile Road ROW Dedication – (executed 12/15/2022: exhibit dated 11/04/2022)
Exhibits Approved

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for execution and City Council acceptance.

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

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Courtney Hanson, City of Novi
Madeleine Daniels, 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



Christian Carroll, City of Novi
Ben Peacock, City of Novi