



CITY of NOVI CITY COUNCIL

**Agenda Item H
May 12, 2014**

SUBJECT: Acceptance of a warranty deed as a donation from Catholic Central High School of Detroit for the master planned 60-foot right-of-way along the west side of Wixom Road (parcel 22-18-200-024).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RA* *BC*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Detroit Catholic Central High School, located on Wixom Road south of Grand River Avenue, was constructed in 2005. The dedication of the master planned 60-foot right-of-way along the Wixom Road frontage was proposed as part of the approved site plan. The attached warranty deed for the dedication of the right-of-way was reviewed, approved and executed in 2009, but was never recorded at the Register of Deeds.

The original warranty deed was reviewed by the City Attorney. The City Attorney also reviewed documents on file with the Oakland County Records and notes that no changes have occurred since the original Title Commitment was issued. Engineering staff and the City Attorney recommend acceptance of the warranty deed.

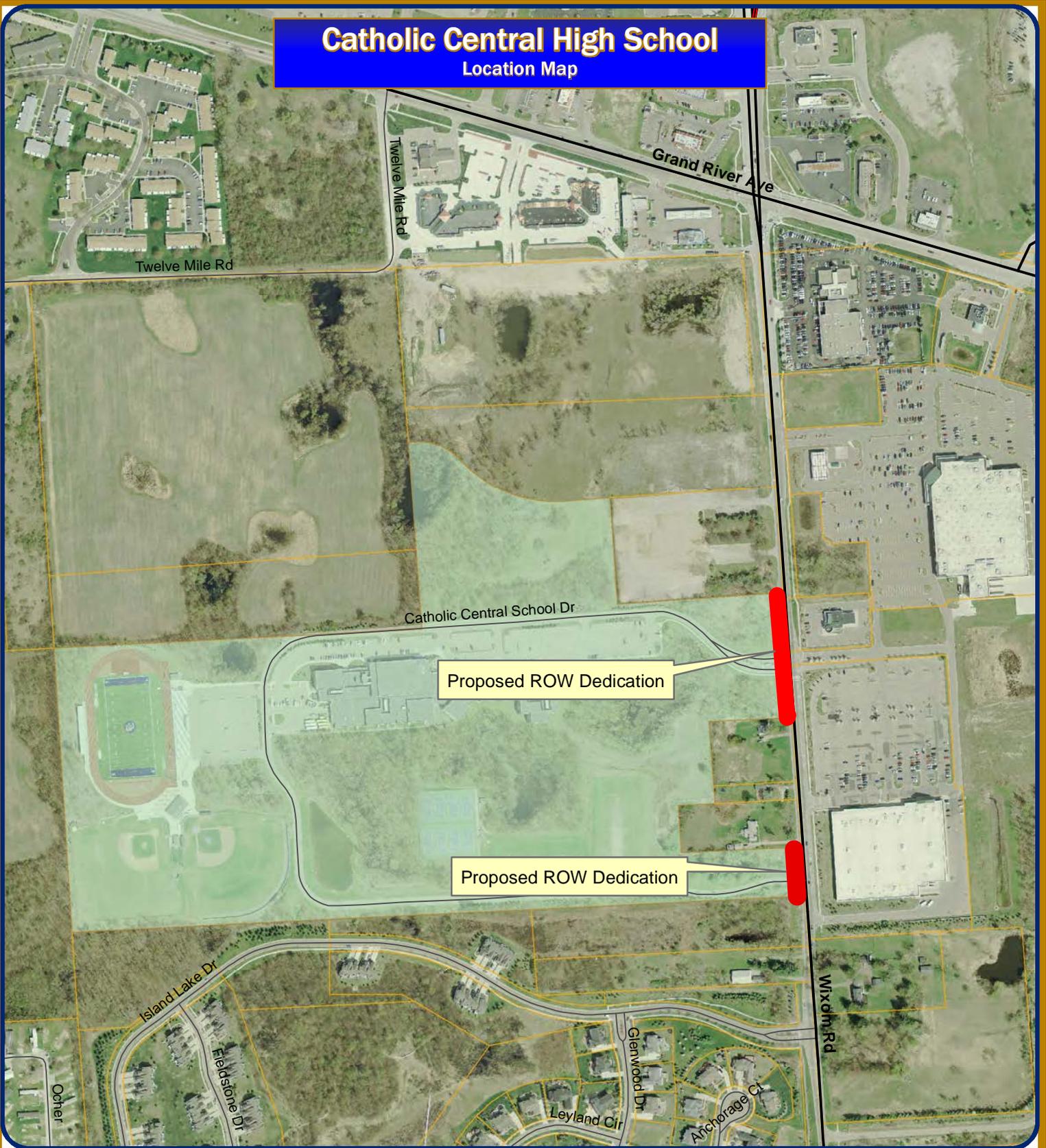
RECOMMENDED ACTION: Acceptance of a warranty deed as a donation from Catholic Central High School for the master planned 60-foot right-of-way along the west side of Wixom Road (parcel 22-18-200-024).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

Catholic Central High School

Location Map

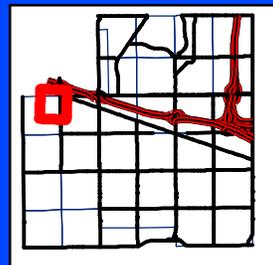


Map Author: Brian Coburn
 Date: 5/2/14
 Project:
 Version #:

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

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



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



1 inch = 473 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

April 30, 2014

Rob Hayes, Public Services Director
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Detroit Catholic Central
ROW Acceptance- (Wixom Road)**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find the following documents for acceptance:

1. Warranty Deed for Wixom Road Right-of-Way
2. Commitment for Title Insurance
3. Partial Discharge of Mortgage

We note that the Warranty Deed was originally submitted and reviewed in 2009. It should be noted that we have added "of Detroit" to Catholic Central's name as shown in the Warranty Deed for consistency with the Title Commitment previously provided. Though updated title work has not been provided, we have reviewed documents on file with Oakland County Records and note that no changes have occurred since the Title Commitment was issued. Subject to approval of the legal description of the Wixom Road Right-of-Way by the City's Engineering Division, the Warranty Deed may be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Warranty Deed should be recorded with the Register of Deeds in the usual manner.

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

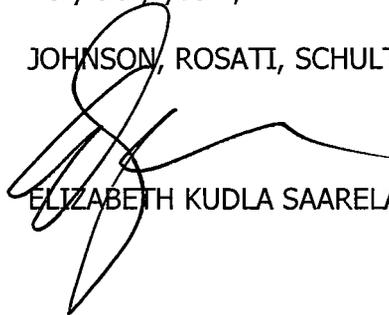
Rob Hayes, Public Services Director

April 30, 2014

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Very truly yours,

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



ELIZABETH KUDLA SAARELA

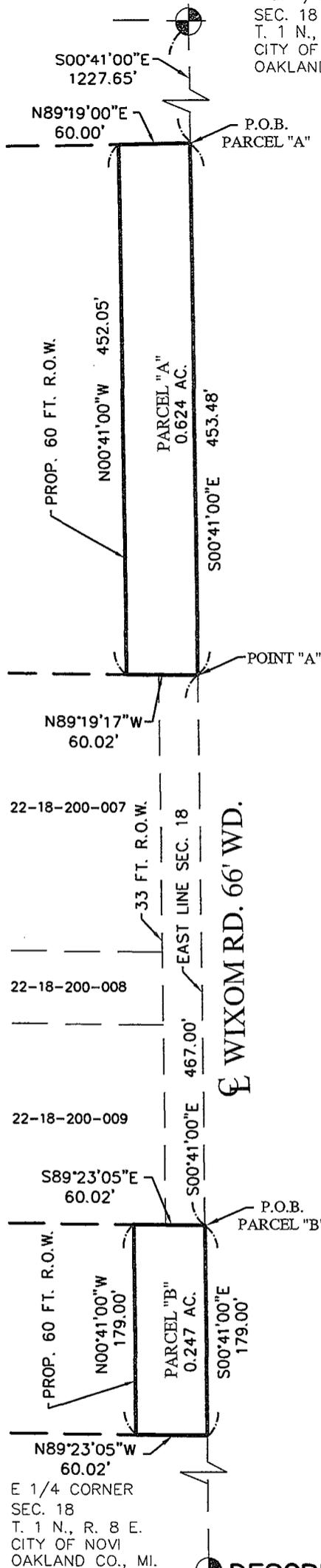
EMK

Enclosures

- C: Maryanne Cornelius, Clerk (w/Enclosures)
- Charles Boulard, Community Development Director (w/Enclosures)
- Barb McBeth, Deputy Community Development Director (w/Enclosures)
- Sheila Weber, Treasurer's Office (w/Enclosures)
- Kristin Pace, Treasurer's Office (w/Enclosures)
- Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
- Adam Wayne, Construction Technician (w/Enclosures)
- Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
- David Beschke, Landscape Architect (w/Enclosures)
- Sue Troutman, City Clerk's Office (w/Enclosures)
- Andrew Wozniak, Zeimet Wozniak (w/Enclosures)
- Thomas R. Schultz, Esquire (w/Enclosures)

EXHIBIT A

N.E. 1/4 CORNER
 SEC. 18
 T. 1 N., R. 8 E.
 CITY OF NOVI
 OAKLAND CO., MI.



SCALE: 1" = 120'

WIXOM ROAD DEDICATION

A DESCRIPTION OF TWO (2) NON-CONTIGUOUS PARCELS OF LAND IDENTIFIED AS PARCELS "A" AND "B" LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE N.E. CORNER OF SECTION 18 AND PROCEEDING ALONG THE EAST LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF WIXOM ROAD (33 FEET WIDE, 1/2 WIDTH) S. 00°41'00" E. 1227.65 FEET TO THE POINT OF BEGINNING OF PARCEL "A"; THENCE CONTINUING ALONG SAID EAST LINE OF SECTION 18 AND WIXOM ROAD CENTERLINE S. 00°41'00" E. 453.48 FEET TO A POINT "A"; THENCE N. 89°19'17" W. 60.02 FEET; THENCE ALONG THE PROPOSED WEST 60 FOOT RIGHT-OF-WAY LINE OF SAID WIXOM ROAD N. 00°41'00" W. 452.05 FEET; THENCE N. 89°19'00" E. 60.00 FEET TO THE POINT OF BEGINNING. THENCE FROM SAID POINT "A" AND PROCEEDING ALONG SAID EAST LINE OF SECTION 18 AND WIXOM ROAD CENTERLINE S. 00°41'00" E. 467.00 FEET TO THE POINT OF BEGINNING OF PARCEL "B"; THENCE CONTINUING ALONG SAID EAST LINE OF SECTION 18 AND WIXOM ROAD CENTERLINE S. 00°41'00" E. 179.00 FEET; THENCE N. 89°23'05" W. 60.02 FEET; THENCE ALONG THE PROPOSED WEST 60 FOOT RIGHT-OF-WAY LINE OF SAID WIXOM ROAD N. 00°41'00" W. 179.00 FEET; THENCE S. 89°23'05" E. 60.02 FEET TO THE POINT OF BEGINNING. PARCEL "A" CONTAINING 0.624 ACRES, PARCEL "B" CONTAINING 0.247 ACRES, THE COMBINED ACREAGE OF PARCELS "A" AND "B" BEING 0.871 ACRES.

DESCRIPTION AND DRAWING

REVISIONS		
ITEM	DATE	BY

**CATHOLIC CENTRAL HIGH SCHOOL
 WIXOM ROAD DEDICATION**

NOVI, MI.

ZEIMET WOZNAK
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 40024 GRAND RIVER AVE, SUITE 100
 NOVI, MICHIGAN 48375
 P: (248) 442-1101 F: (248) 442-1241 www.zeimetwozniak.com

DATE	08/02/07	SCALE HOR: 1" = 120'
DESIGNED BY	TRP	FIELD BOOK NO.
DRAWN BY	BMG	JOB NO. 00170
		SHEET NO. 1

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NO. 3145 P. 8

*Indemnity for
Oil Co, Gas
Lease*

*none of
these parties
exist
anymore*

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Revision No. 2
Commitment No. 82-704162

Your Ref:

File No. 82-704162

1. Effective Date: October 1, 2003 at 8:00 a.m.
2. Policy or Policies to be issued:

	Amount
(a) Owner's Policy	\$36,000,000.00
Proposed Insured:	
The Catholic Central High School of Detroit	
(b) ALTA Loan Policy: 10-17-92, without exceptions.	\$30,000,000.00
Proposed Insured:	
Fifth Third Bank	
3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in
The Catholic Central High School of Detroit
4. The land referred to in this Commitment is situated in the City of Novi, County of Oakland, State of Michigan, and described as follows:

Parcel 1

A part of the Northeast quarter of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan. Described as beginning at a point on the North-South quarter line of Section 18, said point being distant South 00 degrees 15 minutes 03 seconds East 1320.00 feet from the North quarter corner of Section 18; thence from said point of beginning South 89 degrees 31 minutes 51 seconds East 1097.20 feet; thence South 01 degrees 10 minutes 03 seconds East 259.17 feet; thence North 89 degrees 19 minutes 00 seconds East 938.17 feet; thence North 00 degrees 41 minutes 00 seconds West 120.18 feet; thence North 89 degrees 19 minutes 00 seconds East 600.00 feet to the East line of Section 18 (Nominal C/L of Wixom Road); thence South 00 degrees 41 minutes 00 seconds East 280.92 feet along said East line; thence North 89 degrees 19 minutes 17 seconds West 302.50 feet; thence South 00 degrees 41 minutes 00 seconds East 297.40 feet; thence North 89 degrees 19 minutes 17 seconds West 133.11 feet; thence South 00 degrees 41 minutes 00 seconds East 170.08 feet; thence South 89 degrees 23 minutes 05 seconds East 435.60 to said East line of Section 18; thence along said Section line South 00 degrees 41 minutes 00 seconds East 79.00 feet; thence North 89 degrees 23 minutes 05 seconds West 435.60 feet; thence South 00 degrees 41 minutes 00 seconds East 100.00 feet; thence North 89 degrees 23 minutes 05 seconds West 2210.18 feet to the North-South quarter line of Section 18; thence along said North-South line North 00 degrees 15 minutes 03 seconds West 1028.04

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feet to the point of beginning.

Parcel 2

Part of the Northeast quarter of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North quarter corner of said Section 18 and proceeding along the North-South quarter line of Section 18 South 00 degrees 15 minutes 03 seconds East 1308.50 feet; thence North 89 degrees 19 minutes 00 seconds East 99.37 feet to the point of beginning; thence continuing North 89 degrees 19 minutes 00 seconds East 2537.88 feet; thence South 00 degrees 41 minutes 00 seconds East 172.56 feet along the East line of said section also being the centerline of Wixom Road (66 feet wide); thence South 89 degrees 19 minutes 00 seconds West 600.00 feet; thence South 00 degrees 41 minutes 00 seconds East 120.18 feet; thence South 89 degrees 19 minutes 00 seconds West 938.17 feet; thence North 01 degrees 10 minutes 03 seconds West 259.17 feet; thence North 89 degrees 31 minutes 51 seconds West 1011.07 feet; thence North 44 degrees 32 minutes 02 seconds East 18.80 feet to the point of beginning.

Excepting from Parcels 1 and 2:

Part of the Northeast quarter of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan being more particularly described as commencing at the North quarter corner of said Section 18 and proceeding along the North-South quarter line of Section 18 South 00 degrees 15 minutes 03 seconds East 1320.00 feet to the point of beginning; thence North 89 degrees 31 minutes 51 seconds East 86.14 feet; thence South 44 degrees 32 minutes 02 seconds West 122.26 feet; thence along the North-South quarter line North 00 degrees 15 minutes 03 seconds West 87.86 feet to the point of beginning.

Parcel 3

North 100 feet of the South 412.3 feet of the East 435.6 feet of the Southeast quarter of the Northeast quarter of Section 18, Town 1 North, Range 8 East, City of Novi, Michigan.

vacant Wixom Rd.

CMW/ldl

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Revision No. 2
Commitment No. 82-704162**SCHEDULE B-SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

1. Standard requirements set forth on inside front cover.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
3. Submit evidence, satisfactory to the Company, that The Catholic Central High School of Detroit is a legal entity.
4. Submit a copy of the Resolution of the Board of Directors of The Catholic Central High School of Detroit authorizing the corporation to borrow \$750,000 and directing the proper officers to execute the proposed mortgage on behalf of the corporation.
5. Mortgage executed by The Catholic Central High School of Detroit to recited mortgagee in the amount indicated.
6. Submit a satisfactory survey certified to the Company. This commitment will be subject to such further requirements and/or exceptions as may then be deemed necessary.
7. For purposes of the Loan Policy to be issued record Notice of Commencement relative to construction on the subject property.
8. For purposes of the Loan Policy to be issued submit evidence satisfactory to the Company that the Designee identified in the aforementioned Notice of Commencement will submit to the Company all Notices of Furnishing received by said Designee.
9. Furnish Sworn Statement and Waivers of Lien, satisfactory to the Company, showing payment or release of lien rights covering improvements made on the subject property.
10. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

11. PAYMENT OF TAXES:

Tax Identification No. 22-18-200-010

2002 Winter tax paid in the amount of \$884.76

2003 Summer tax due in the amount of \$2,198.25, plus penalty and interest, if any.

NOTE: The above taxes are assessed as follows: Town 1 North, Range 8 East, Section 18, North 100 feet of South 412.3 feet of East 435.6

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Commitment No. 82-704162

feet of Southeast quarter of Northeast quarter.

Tax Identification No. 22-18-200-014

2002 Winter tax paid in the amount of \$2,227.19
2003 Summer tax due in the amount of \$3,691.54, plus penalty and interest, if any.

NOTE: The above taxes are assessed as follows: Section 18 part of the Northeast quarter beginning at point distant South 00 degrees 41 minutes 00 seconds East 511.89 feet from Northeast section corner; thence South 00 degrees 41 minutes 00 seconds East 331.66 feet; thence South 89 degrees 19 minutes 00 seconds West 600 feet; thence South 00 degrees 41 minutes 00 seconds East 384 feet; thence North 89 degrees 19 minutes 00 seconds East 600 feet; thence South 00 degrees 41 minutes 00 seconds East 172.56 feet; thence South 89 degrees 19 minutes 00 seconds West 600 feet; thence South 00 degrees 41 minutes 00 seconds East 120.18 feet; thence South 89 degrees 19 minutes 00 seconds West 938.17 feet; thence North 01 degrees 10 minutes 03 seconds West 259.17 feet; thence South 89 degrees 31 minutes 51 seconds East 230.27 feet; thence North 00 degrees 44 minutes 12 seconds West 797.44 feet; thence South 88 degrees 46 minutes 44 seconds East 1311.60 feet to beginning..

NOTE: The above taxes are assessed against a larger parcel than the land to be insured herein.

Tax Identification No. 22-18-200-015

2002 Winter tax paid in the amount of \$25,082.46
2003 Summer tax due in the amount of \$40,983.19, plus penalty and interest, if any.

NOTE: The above taxes are assessed as follows: Section 18 Part of Northeast quarter beginning at a point distant South 00 degrees 15 minutes 03 seconds East 1320 feet from North quarter corner, thence South 89 degrees 31 minutes 51 seconds East 1097.20 feet; thence South 01 degrees 10 minutes 03 seconds East 259.17 feet; thence North 89 degrees 19 minutes 00 seconds East 938.17 feet; thence North 00 degrees 41 minutes 00 seconds West 120.18 feet; thence North 89 degrees 19 minutes 00 seconds East 600 feet; thence South 00 degrees 41 minutes 00 seconds East 280.92 feet; thence North 89 degrees 19 minutes 17 seconds West 302.50 feet; thence South 00 degrees 41 minutes 00 seconds East 297.40 feet; thence North 89 degrees 19 minutes 17 seconds West 133.11 feet; thence South 00 degrees 41 minutes 00 seconds East 170.08 feet; thence South 89 degrees 23 minutes 05 seconds East 435.60 feet; thence South 00 degrees 41 minutes 00 seconds East 79 feet; thence North 89 degrees 23 minutes 05 seconds West 435.60 feet; thence South 00 degrees 41 minutes 00 seconds East 100 feet; thence North 89 degrees 23 minutes 05 seconds West 2210.18 feet; thence North 00 degrees 15 minutes 03 seconds West 1028.04 feet to beginning..

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Revision No. 2
Commitment No. 82-704162

Tax Identification No. 22-18-200-001

2002 Winter tax paid in the amount of \$1,142.04

2003 Summer tax due in the amount of \$7,110.76, plus penalty and interest, if any.

NOTE: The above taxes are assessed as follows: Town 1 North, Range 8 East, Section 18 part of Northeast quarter beginning at North quarter corner; thence South 88 degrees 55 minutes 17 seconds East 1316.65 feet; thence South 00 degrees 44 minutes 12 seconds East 1306.18 feet; thence North 89 degrees 31 minutes 51 seconds West 1327.47 feet; thence North 00 degrees 15 minutes 03 seconds West 1320 feet to beginning..

NOTE: The above taxes are assessed against a larger parcel than the land to be insured herein.

**SCHEDULE B-SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Standard exceptions set forth on inside back cover.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
3. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
4. Easement granted to the Detroit Edison Company as recorded in Liber 3514, Page 121; Liber 3514, Page 122 and in Liber 3514, Page 129.
5. Temporary Construction easement granted to the City of Novi as recorded in Liber 13637, Page 770.
6. Oil and Gas Lease recorded in Liber 8151, Page 74, Wayne County Records together with any Assignments, Assignments of Working Interest, Assignments of Overriding Royalty Interest, pooling Agreements, and/or Mortgages and Security Assignments affecting said lease, whether recorded or unrecorded.
7. Reservation of oil, gas and mineral rights as contained in the deed recorded in Liber 16534, Page 197

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Commitment No. 82-704162

8. Easements and the terms, conditions and provisions thereof which are recited in Easement Agreement recorded in Liber 26299, Page 204 and in Liber 26299, Page 213.
9. 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 Wixom Road.
10. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
11. The policy to be issued pursuant to this commitment will include the following language:

Anything herein contained to the contrary notwithstanding, liability hereunder is assumed only to the extent of \$0, being the aggregate of amount actually disbursed at the date hereof under the terms of the mortgage set forth in Schedule A. Any disbursements made subsequent to the date hereof shall be insured only with the written approval of the Company. Such approval shall as of the extended Date of Policy, have the effect of insuring such disbursements as a valid lien prior to any liens or other matters evidenced of record, except such as may be included in Schedule B, Part I, and prior to any unrecorded construction liens arising from non-payment of bills covering the improvements set forth in the sworn statements and documents evidencing work progress submitted to the Company in connection with such disbursements and for which funds were actually advanced.

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

rev2/sm

DEC. 16. 2003 5:37PM

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NO. 3145 P. 12

EXCLUSION FROM COVERAGE APPEARING ONLY IN OWNER'S POLICIES

Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

STANDARD EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:**OWNER'S POLICIES:**

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanic's liens not of record.
4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.

MORTGAGE POLICIES WITH EXCEPTIONS:

1. Rights or claims of parties in possession not shown of record.
2. Mechanic's liens not of record.
3. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.

CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured, which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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DEC. 16. 2003 5:37PM

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NO. 3145 P. 13

Ingham County Courthouse
8000 W. St. Joseph Highway
Suite 100
Lansing, MI 48917
(517) 323-2270
FAX (517) 323-4806

Kalamazoo County
104 W. Corcoran
Kalamazoo, MI 49001
(616) 843-1881
FAX (616) 843-1824

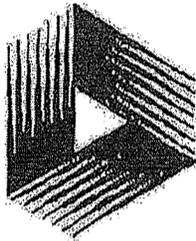
Kent County
821 N. Division Avenue
Grand Rapids, MI 49503
(616) 459-2400
FAX (616) 459-8857

Livingston County
670 Sutherland Road
Suite 102
Muskegon, MI 49744
(231) 787-8111
FAX (231) 787-7504

Oshtemo-Allegan Counties
450 Century Lane
Holland, MI 49423
(616) 392-2041
FAX (616) 392-9784

Washtenaw County
2725 S. Industrial
Suite 200
Ann Arbor, MI 48104
(734) 677-3888
FAX (734) 677-3585

Wayne-DuSable-Racine Counties
33720 Schoolcraft Road
Livonia, MI 48150
(734) 425-2500
FAX (734) 425-9879



**COMMITMENT FOR
TITLE INSURANCE**

Issued By
TRANSACTION TITLE INSURANCE COMPANY



Transaction
(TRANSACTION COMPANY)

Richard Cantor
101 Century Center Building, Century One
Rochester, VT 05601 734 255-3353
1-800-418-7085

MIDWEST REGIONAL OFFICE
6080 W. St. Joseph Highway
Suite 100
Lansing, MI 48917
(517) 323-2270
FAX (517) 323-5375



Issued By
TRANSNATION TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Transnation
A LANDAMERICA COMPANY

Transnation Title Insurance Company, an Arizona corporation, licensed to do business in the State of MICHIGAN, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate ninety (90) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned below by a validating officer or authorized signatory.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

TRANSNATION TITLE INSURANCE COMPANY

Countersigned:

By Paul J. Anderson
Authorized Officer or Agent



By: Janet A. Albert
President

Attest: W. Chadwick Perkins
Secretary

DEC. 16. 2003 5:34PM

LANDAMERICA

NO. 3145 P. 5

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES**FOR ALL MORTGAGE POLICIES:**

Escrow certificate on form provided by this company signed by or on behalf of all mortgagors acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

FOR ALTA MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Proper sworn statements and waivers showing payment or release of lien rights covering improvements made on subject land in the last 90 days or satisfactory proof that no improvements have been made within the last 90 days.

Satisfactory survey by an approved surveyor showing no variation in location or dimensions, encroachments, or adverse rights, and such evidence of possession as may be required.

PROVISIONS APPLICABLE TO ALL POLICIES

If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject land which may arise after the date hereof and which have not been eliminated to the satisfaction of the Company. This commitment is subject to the terms, provisions, conditions and stipulations of the form of policy applied for by the respective applicants. Owner's Policies and Mortgage Policies With Exceptions will be issued with the standard exceptions set forth below.

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the Register of Deeds of the county in which the subject land is located, the policy to be issued will contain a clause providing that there shall be no liability thereunder to the extent that loss or damage arises from the failure to record the instrument or instruments necessary to evidence such estate or interest.

EXCLUSIONS FROM COVERAGE OF ALL POLICIES

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

EXCLUSIONS FROM COVERAGE APPEARING ONLY IN MORTGAGE POLICIES

- Defects, liens, encumbrances, adverse claims or other matters:
 - created, suffered, assumed or agreed to by the insured claimant;
 - not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - resulting in no loss or damage to the insured claimant;
 - attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

CONTINUED ON INSIDE BACK COVER

171928
LIBER 41509 PAGE 325
\$13.00 MISC RECORDING
\$4.00 REINUMENTATION
09/28/2009 04:01:42 P.M. RECEIPT# 79520
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2009 SEP 28 AM 10:57

PARTIAL RELEASE OF MORTGAGE

FIFTH THIRD BANK, a Michigan banking corporation of 1850 East Paris Avenue, Grand Rapids, Michigan, 49546, does hereby release from a certain mortgage executed by The Catholic Central High School of Detroit, a Michigan nonprofit corporation dated the 1st day of March, 2004, and recorded on 1st day of April, 2004, in Liber 32659, Page 181, Oakland County records, the property described as:

See attached Exhibit "A"

THE MORTGAGE SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT.

Dated: the 22nd day of September, 2009.

FIFTH THIRD BANK, a Michigan corporation

By: *John Bebb*
John Bebb, Vice President

2P
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env

STATE OF MI }
COUNTY OF Oakland }ss.

The Forgoing instrument was acknowledged before me on the 22nd day of September, 2009, by John Bebb, Vice President, of Fifth Third Bank, a Michigan Banking Corporation, on behalf of the Corporation.

C McAfee

Notary Public, Washtenaw County, Michigan
My Commission Expires: 7/15/2015
Acting in the County of: Oakland

Prepared By:
Marc Pelton
Fifth Third Bank
Commercial Loan Services
Mail Drop: ROPS56
1850 East Paris Avenue, SE
Grand Rapids, MI 49546

51 - 3103

CASSANDRA MCAFEE
Notary Public - Michigan
Washtenaw County
My Commission Expires Jul 15, 2015
Acting in the County of Oakland

O.K. - L.G.

Exhibit "A"

A description of the two (2) non-contiguous parcels of land identified as Parcels "A" and "B" located in part of the N.E. ¼ of Section 18, T.1N., R8E., City of Novi, Oakland County Michigan, being more particularly described as: commencing at the N.E. corner of Section 18 and proceeding along the East line of said Section 18, said line also being the centerline of Wixom Road (33 feet wide, ½ width) S. 00°41'00" E. 1227.65 feet to the point of beginning of Parcel "A"; thence continuing along said East line of Section 18 and Wixom Road centerline S. 00°41'00" E. 453.48 feet measured, (452.74 feet record) to a Point "A"; thence N. 89°19'17" W. 60.02 feet; thence along the proposed West 60 foot right-of-way line of said Wixom road N. 00°41'00" W. 452.05 feet; thence N. 89°19'00" E. 60.00 feet to the point of beginning. Thence from said Point "A" and proceeding along said East line of Section 18 and Wixom Road centerline S. 00°41'00" E. 467.00 feet to the point of beginning of Parcel "B"; thence continuing along said East line of Section 18 and Wixom Road centerline S. 00°41'00" E. 179.00 feet; thence N. 89°23'05" W. 60.02 feet; thence along the proposed West 60 foot right-of-way line of said Wixom Road N. 00°41'00" W. 179.00 feet; thence S. 89°23'05" E. 60.02 feet to the point of beginning. Parcel "A" containing 0.624 feet acres, Parcel "B" containing 0.247 acres, the combined acreage of Parcels "A" and "B" being 0.871 acres.

PT 22-18-200-021