



CITY of NOVI CITY COUNCIL

Agenda Item G
July 8, 2019

SUBJECT: Approval of a Warranty Deed to dedicate 43 feet of right-of-way along the north side of Eleven Mile Road and 21.5 feet of right-of-way along the east side of Town Center Drive as part of The Learning Experience development (parcel 50-22-14-376-017).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Arrow Group, LLC, is requesting the acceptance of a Warranty Deed conveying 43 feet of proposed right-of-way along the north side of the Eleven Mile Road frontage and 21.5 feet of proposed right-of-way along the east side of the Town Center Drive frontage of The Learning Experience. The proposed right-of-way dedication will bring these segments of Eleven Mile Road and Town Center Drive to their full master planned right-of-way width.

The enclosed letter from City Attorney (Beth Saarela, June 13, 2019) provides the Warranty Deed prepared for this dedication. The property owner has obtained a partial discharge of mortgage for conveyance of the right-of-way. These documents and exhibits have been reviewed and approved by the City Attorney and City's Engineering Consultant, Spalding DeDecker (April 19, 2019) and are recommended for acceptance.

RECOMMENDED ACTION: Approval of a Warranty Deed to dedicate 43 feet of right-of-way along the north side of Eleven Mile Road and 21.5 feet of right-of-way along the east side of Town Center Drive as part of The Learning Experience development (parcel 50-22-14-376-017).

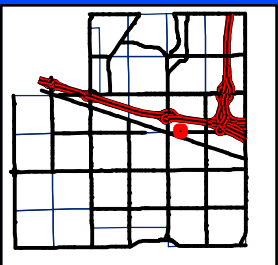
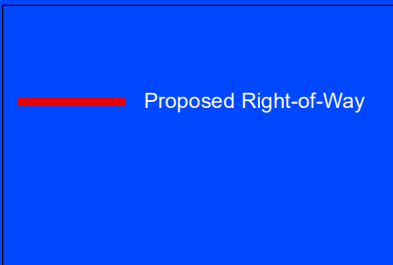
The Learning Experience Town Center Drive and Eleven Mile Right-of-Way Location Map



Map Author: Rebecca Runkel
 Date: June 19, 2019
 Project: Learning Experience ROW
 Version: 1

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 Works
 26300 Lee BeGole Drive
 Novi, MI 48375
cityofnovi.org

0 15 30 60 90
 Feet
 1 inch = 74 feet

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 13, 2019

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

**Re: The Learning Experience JSP 16-0019
Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following original executed documents for the Learning Experience Development:

- Warranty Deed (**Approved**)
- Original Bill of Sale (**Approved**)
- Water System Easement (**Approved**)
- Sanitary Sewer System Easement (**Approved**)
- Updated Title Search

Water and Sanitary Sewer Easements

Arrow Group, LLC, seeks to convey the Water and Sanitary Sewer System serving the Learning Experience Development to the City. We have reviewed and approve the format and language of the above Water and Sanitary Sewer Easements and corresponding Bill of Sale. The Easements are consistent with the title commitment provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

Warranty Deed for Eleven Mile Road and Town Center Drive

The Warranty Deed provided conveys the Eleven Mile and Town Center Drive ROW adjacent to the development to the City. The Warranty Deed is consistent with the title search provided. A Partial Discharge of Mortgage has been provided with respect to the existing mortgage on the property. The legal descriptions of the right-of-way area being dedicated have been reviewed and approved by the City's Consulting Engineer. The Warranty Deed may be placed on an upcoming City Council for acceptance. Once accepted, it should be recorded with the Register of Deeds in the usual manner.

Jeffrey Herczeg, Director of Public Works
City of Novi
June 13, 2019
Page 2

The Water and Sanitary Sewer Easements once accepted by Affidavit of the City Engineer should be recorded with the Oakland County Register of Deeds in the usual manner. The Bills of Sale and Title Searches should be retained in the City's file.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Darcy Rechtien, Construction Engineer (w/Enclosures)
Rebecca Runkel, Engineering Technician (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Brett Jensen, brett@ensigndevelopmentgroup.com (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Arrow Group, LLC, a Utah Limited Liability Company whose address is 2694 N. 920 E., North Logan, Utah, 84341 conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" and "B" 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 12th day of April, 20 19.

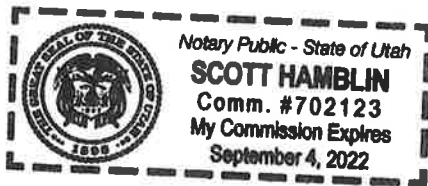
Signed by


Arrow Group, LLC, a Utah Limited Liability Company


BY: M. Brett Jensen, Its Manager

STATE OF UTAH)
) SS
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this 12th day of April, 2019, by M. Brett Jensen, the MANAGER of Arrow Group a Utah limited liability company




Notary Public
Cache County, UTAH
My Commission Expires: 9/4/22

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

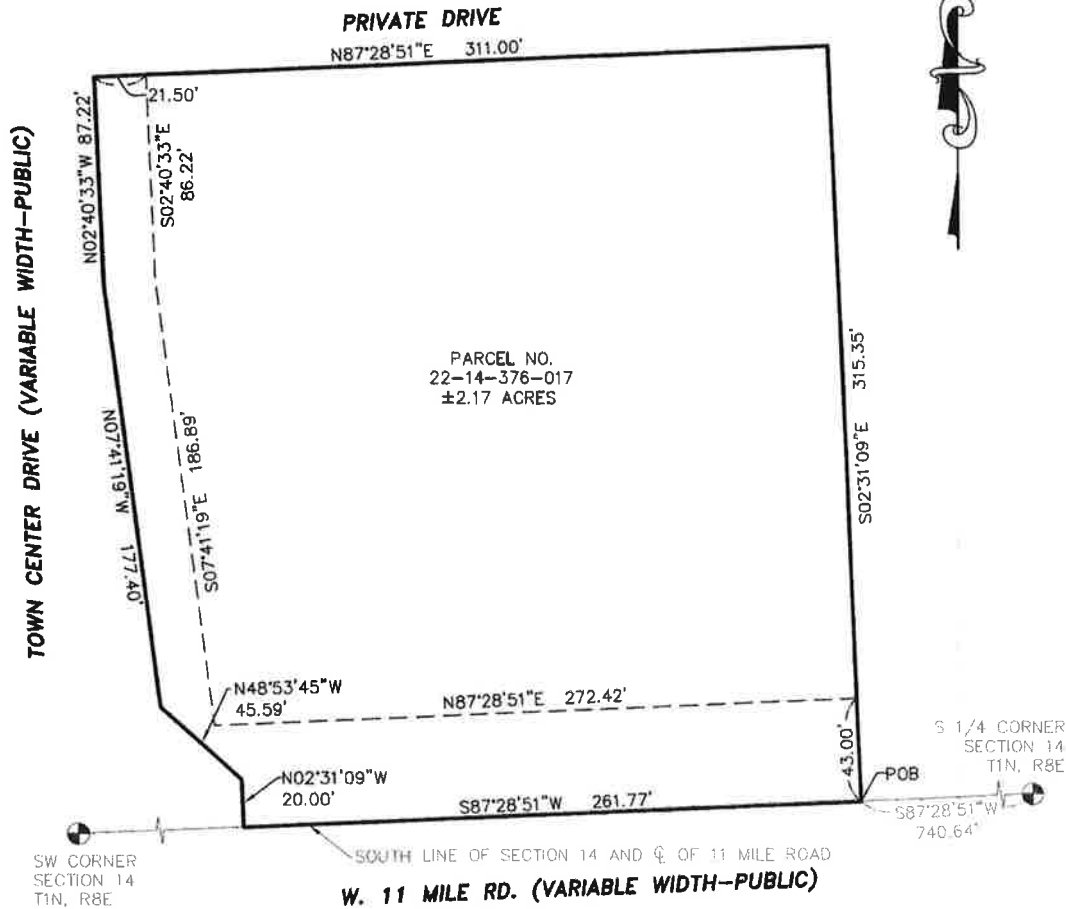
Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A

PARCEL DESCRIPTION:


A PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 14; THENCE S87°28'51"W 740.64 FEET, ALONG THE SOUTH LINE OF SAID SECTION 14 AND THE CENTERLINE OF ELEVEN MILE ROAD, TO THE POINT OF BEGINNING; THENCE CONTINUING S87°28'51"W 261.77 FEET, ALONG THE SOUTH LINE OF SAID SECTION 14 AND THE CENTERLINE OF SAID ELEVEN MILE ROAD; THENCE N02°31'09"W 20.00 FEET; THENCE N48°53'45"W 45.59 FEET; THENCE N07°41'19"W 177.40 FEET, ALONG THE EASTERLY RIGHT-OF-WAY OF TOWN CENTER DRIVE; THENCE N02°40'33"W 87.22 FEET; THENCE N87°28'51"E 311.00 FEET; THENCE S02°31'09"E 315.35 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B



DESCRIPTION:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S87°28'51"W 740.64 FEET ALONG THE SOUTH LINE OF SECTION 14 TO THE POINT OF BEGINNING; THENCE S87°28'51"W 261.77 FEET ALONG SAID SECTION LINE; THENCE N02°31'09"W 20.00 FEET; THENCE N48°53'45"W 45.59 FEET; THENCE N07°41'19"W 177.40 FEET; THENCE N02°40'33"W 87.22 FEET; THENCE N87°28'51"E 21.50 FEET; THENCE S02°40'33"E 86.22 FEET; THENCE S07°41'19"E 186.89 FEET; THENCE N87°28'51"E 272.42 FEET; THENCE S02°31'09"E 43.00 FEET TO THE POINT OF BEGINNING.



ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: LOCKARD CONSTRUCTION	DATE: 05/15/2017
EXHIBIT B (RIGHT OF WAY DEDICATION)	DRAWN BY: SMD
	CHECKED BY: GLM
THE LEARNING EXPERIENCE SECTION: 14 TOWNSHIP: 1N RANGE: 8E CITY OF NOVI OAKLAND COUNTY MICHIGAN	0 30 60
	FBK: 1
	CHF:
	SCALE HOR 1"=60 FT VER 1"=6 FT

When Recorded Mail To:

PARTIAL DISCHARGE OF MORTGAGE

RED BRIDGE CAPITAL II LLC, a Utah limited liability company, as Mortgagee under that certain Mortgage, dated July 18, 2018, executed by ARROW GROUP, LLC, a Michigan limited liability company, as Mortgagor (the "**Mortgage**"), which Mortgage was recorded in the office of the Register of Deeds, for the County of Oakland, State of Michigan, in Liber 52021, page 444, on July 24, 2018, does hereby quitclaim, release and discharge A PORTION ONLY of the mortgaged property under the Mortgage (the "**Released Property**"), which Released Property is described on Exhibit A attached hereto.

No other portion of the mortgaged property under the Mortgage is quitclaimed, released or discharged hereunder.

DATED this 4 day of April 2019.

RED BRIDGE CAPITAL II LLC

By: Cherokee & Walker Management, LLC
Its: Manager

By: _____
Name: Shane R. Peery
Title: Manager

By: _____
Name: J. Blair Jenkins
Title: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4 day of April 2019 by Shane R. Peery & J. Blair Jenkins the managers of RED BRIDGE CAPITAL II LLC, a Utah limited liability company, on behalf of such limited liability company.



NOTARY PUBLIC

EXHIBIT A

Legal Description of Released Property

A PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 14; THENCE S87°28'51"W 740.64 FEET, ALONG THE SOUTH LINE OF SAID SECTION 14 AND THE CENTERLINE OF ELEVEN MILE ROAD, TO THE POINT OF BEGINNING; THENCE CONTINUING S87°28'51"W 261.77 FEET, ALONG THE SOUTH LINE OF SAID SECTION 14 AND THE CENTERLINE OF SAID ELEVEN MILE ROAD; THENCE N02°31'09"W 20.00 FEET; THENCE N48°53'45"W 45.59 FEET; THENCE N07°41'19"W 177.40 FEET, ALONG THE EASTERLY RIGHT-OF-WAY OF TOWN CENTER DRIVE; THENCE N02°40'33"W 87.22 FEET; THENCE N87°28'51"E 311.00 FEET; THENCE S02°31'09"E 315.35 FEET, TO THE POINT OF BEGINNING.



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Office: First American Title Insurance Company National Commercial Services

Michigan Office: 1125 17th Street, Suite 500,
Denver, CO 80202
(303)876-1126

Commitment No.: NCS-955155-CO

Property Address: NorthEast Corner of 11 Mile Road, and Town Center Drive, Novi, MI

Revision No.:

SCHEDULE A

1. Commitment Date: March 25, 2019 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA® Owner Policy
Proposed Insured: None
Proposed Policy Amount: \$0.00
 - (b) ALTA® Lender Policy
Proposed Insured:None
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in: Arrow Group, LLC, a Utah limited liability company, pursuant to deed recorded in Liber 51974, Page 392
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment No.: NCS-955155-CO

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. Pay unpaid taxes and assessments unless shown as paid.

2018 Summer Taxes in the amount of \$10,115.63 are DUE

2018 Winter Taxes in the amount of \$3,623.47 are PAID

TAX PARCEL IDENTIFICATION:

Property Address: 26120 Town Center Dr

Tax Parcel No.: 22-14-376-017

Special Assessments: None

The amounts shown as unpaid do not include collection fees, penalties, interests, sewer/water service charges. Please verify before closing.

Notice: If taxes, assessment or water/sewer are to be paid at time of closing, an original tax and water bill must be presented.

6. This informative commitment is not an abstract or opinion of title, nor is it a commitment to insure title. This commitment is furnished for reference purposes only and may not be relied upon to establish the condition of title or ownership of encumbrances on the title when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount, and identifying the proposed insured.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment No.: NCS-955155-CO

SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. This item has been intentionally deleted.
8. Mortgage dated July 17, 2018 and recorded July 24, 2018 as Liber 52021, Page 444, made by Arrow Group, LLC, a Michigan limited liability company, to Red Bridge Capital II LLC, a Utah limited liability company, to secure an indebtedness in the amount of \$3,100,000.00, and the terms and conditions thereof. Said mortgage has been modified by instrument(s) recorded in Liber 52204, Page 807.

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9. The interest of TLE at Novi, LLC, a Delaware limited liability company Lessee, and the terms, conditions and provisions of Lease, as disclosed by the instrument recorded July 24, 2018 in Liber 52021, Page 458.
10. Subordination, Non-Disturbance and Attornment Agreement by and between Arrow Group, LLC, a Utah limited liability company, TLE at Novi, LLC, a Delaware limited liability company and Red Bridge Capital II, LLC, a Utah limited liability company, recorded July 24, 2018 as Liber 52021, Page 458, and the terms and provisions thereof.
11. Any lien or right to a lien in for labor, services or materials provided in connection with the construction of the improvements referred to in the Notice of Commencement filed July 9, 2018, recorded in Liber 51974, Page 400.
12. Easement granted to The Detroit Edison Company disclosed by instrument recorded in Liber 10069, Page 803, Oakland County Records.
13. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement" recorded as Liber 10037, Page 250 of Official Records.
14. The terms, provisions and easement(s) contained in the document entitled "Declaration of Easements for Utilities and Ingress and Egress" recorded as Liber 11195, Page 652 of Official Records.
15. The terms and provisions contained in the document entitled "Maintenance Agreement" recorded as Liber 17905, Page 213. Amendment as disclosed by instrument recorded in Liber 20827, Page 207 of Official Records.
16. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement (Interior Access Road)" recorded as Liber 17905, Page 240 of Official Records.
17. The terms, provisions and easement(s) contained in the document entitled "Sanitary Sewer Easement Agreement" recorded as Liber 17905, Page 258 of Official Records.
18. Building and use restrictions and other terms covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 17905, Page 199. Amendment as disclosed by instrument recorded in Liber 20827, Page 215.
19. Building and use restrictions and other terms covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 17905, Page 208.
20. Easement granted to City of Novi disclosed by instrument recorded in Liber 12562, Page 249, Oakland County Records.
21. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement (Access Road)" recorded as Liber 17905, Page 227 of Official Records.

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

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22. The terms, provisions and easement(s) contained in the document entitled "Storm Drainage Easement Agreement" recorded as Liber 17905, Page 271 of Official Records.
23. The terms, provisions and easement(s) contained in the document entitled "Declaration of Easement for Water Main" recorded as Liber 17905, Page 287 of Official Records.
24. The terms, provisions and easement(s) contained in the document entitled "Access Easement Agreement" recorded April 27, 2017 as Liber 50612, Page 321 of Official Records.
25. 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.
26. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
27. Rights of The Learning Experience, pursuant to unrecorded lease, as disclosed by prior title evidence.
28. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
29. Rights of tenants under unrecorded leases.

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First American

Schedule C

ISSUED BY

**First American Title Insurance Company National
Commercial Services**

File No: NCS-955155-CO

Commitment No.: NCS-955155-CO

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

Parcel 1:

A part of the Southwest 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as: Commencing at the South 1/4 corner of said Section 14; thence South 87 degrees 28 minutes 51 seconds West, 740.64 feet, along the South line of said Section 14 and the centerline of Eleven Mile Road, to the Point of Beginning; thence continuing South 87 degrees 28 minutes 51 seconds West, 261.77 feet, along the South line of said Section 14 and the centerline of said Eleven Mile Road; thence North 02 degrees 31 minutes 09 seconds West, 20.00 feet; thence North 48 degrees 53 minutes 45 seconds West, 45.59 feet; thence North 07 degrees 41 minutes 19 seconds West, 177.40 feet, along the Easterly right-of-way of Town Center Drive; thence North 02 degrees 40 minutes 33 seconds West, 87.22 feet; thence North 87 degrees 28 minutes 51 seconds East, 311.00 feet; thence South 02 degrees 31 minutes 09 seconds East, 315.35 feet, to the Point of Beginning.

Parcel 2:

Together with a non-exclusive easement for access as set forth in Easement Agreement (Access Road) recorded in Liber 17905, Page 227, Oakland County Records.

Parcel 3:

Together with a non-exclusive easement for access as set forth in Access Easement Agreement recorded in Liber 50612, Page 321, Oakland County Records.

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April 19, 2019

Darcy Rechten, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: The Learning Experience - Acceptance Documents Review
Novi # 16-0019
SDA Job No. NV17-221
INITIAL AND FINAL DOCUMENTS APPROVED

Dear Ms. Rechten:

We have reviewed the Acceptance Document Package received by our office on April 16, 2019 against the Final Site Plan (Stamping Set) approved on February 2, 2018. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement – (executed 4/2/2019; exhibit dated 5/15/2017) Legal Description Approved.
2. On-Site Sanitary Sewer Easement – (executed 4/2/2019; exhibit dated 5/15/2017) Legal Description Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement – Exhibits A, B, C, & D Approved.

Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, the following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

4. Warranty Deed for Road Right-of-Way – Supplied – Approved
5. Bills of Sale: Sanitary Sewer System and Water Supply System – SUPPLIED – Approved
6. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – Approved
7. Sworn Statement signed by Developer - SUPPLIED - Approved

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.

 **SPALDING DEDECKER**
Engineering & Surveying Excellence since 1954

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated May 4, 2017 contains all documentation requirements necessary prior to construction and occupancy of the facility.

All revisions and submittals to address the comments in the review should be submitted directly to the City of Novi Community Development Department.

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

Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): Cortney Hanson, City Clerk
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Angie Sosnowski, City Community Development Bond Coordinator
George Melistas, City Engineering Manager
Beth Saarela, Johnson Rosati, Schultz, Joppich PC

April 19, 2019

Darcy Rechten, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

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