



CITY OF NOVI CITY COUNCIL
JUNE 1, 2020

SUBJECT: Consideration of an agreement for Donation of Vacant Land and acceptance of Covenant Deed for 1.75 Acres of vacant property in the I-1 Light Industrial Zoning District, located on the West Side of Venture Drive, North of Nine Mile, in Section 26 of the City, with Parcel No. 22-26-401-041.

SUBMITTING DEPARTMENT: City Manager

BACKGROUND INFORMATION: Hickory Associates, LP, has proposed to donate 1.75 acres of vacant property in the I-1 Light Industrial Zoning District, located on the West Side of Venture Drive, North of Nine Mile, in Section 26 to the City. The City Attorney's Office has prepared the enclosed Agreement for Donation of Vacant Land (Donation Agreement) which the owner has executed with minor revisions. The Donation Agreement addresses issues similar to a standard Purchase Agreement, including condition of title, condition of the property, inspections, closing costs and timing, and warranties made by the owner regarding title. The City will pay the closing costs, which should be minimal, including the cost of title insurance, document preparation by Seaver Title, if any, and recording fees. There are no outstanding taxes on the property.

In addition to the standard issues, the Agreement provides for conditions relating to the donation of the property. The donation provisions require the City to execute certain documents as needed by the owner in order to obtain and tax benefits it may be entitled to as a result of the donation. The owner is required to prepare and provide any applicable documents to the City for execution. The tax documents have not yet been prepared or submitted, but will be provided at a later date.

Additionally, the owner has signed the enclosed Covenant Deed conveying the property to the City. The owner requested transfer by Covenant Deed rather than warranty deed because the owner has owned and possessed the property for approximately thirty (30) years and asserts that it has not taken any actions to impact marketable title. The enclosed Title Commitment confirms that there are no concerns regarding marketable title. Seaver Title has approved use of the enclosed Covenant Deed and will ensure the property based on execution and recording of the Deed.

In the event that the City approves acceptance of the donation of vacant land, the Donation Agreement should be executed. Once executed, we will forward it to Seaver Title, along with the Covenant Deed to begin finalizing closing of the property.

RECOMMENDED ACTION: To authorize the Mayor and City Clerk to sign the Donation Agreement for the 1.75 acre property located in the I-1 Light Industrial Zoning District, located on the West Side of Venture Drive, North of Nine Mile, in Section 26 of the City, with Parcel No. 22-26-401-041, as presented to City Council, and to authorize the City Manager and City Attorney to undertake all actions required to complete the closing on the donation and issuance of title insurance pursuant to the Agreement, and to authorize the appropriate City Department Heads to execute and process tax documentation for the donation as required by the Donation Agreement.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

AGREEMENT REGARDING DONATION OF VACANT LAND

Hickory Associates Limited Partnership, a Michigan Limited Partnership, whose address is 34124 Freedom Road, Farmington Hills, Michigan, 48335, hereinafter the "Owner," hereby agrees to dedicate, donate and convey, and the **City of Novi**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 and who is referred to herein as the "City," hereby agrees to accept and acquire, on the terms and subject to the conditions and covenants set forth herein, that parcel of real estate located in the City of Novi, Oakland County, Michigan, more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Property"), for the sum of One and 00/100 (\$1.00) Dollar.

EVIDENCE OF TITLE

As evidence of title, the Owners, at the City's expense, agree to furnish the City a Commitment for Title Insurance issued by Seaver Title Company (the "Title Company") in the amount of the value of the Property as determined in accordance with the Appraisal by Wieme, Rende & Associates, P.C., 560 Kirts Boulevard, Suite 107, Troy, MI 48084, dated April 14, 2020, with owner's policy pursuant thereto to be issued insuring marketable title (as defined below) to the Property in City. The parties agree that the commitment for title insurance and the subsequent policy shall be recertified and updated at the closing of this transaction as of the date of such closing or the most recent date through which the County Register of Deeds has completed the recording and indexing of real estate instruments and documents in order to eliminate the "gap" period between the date of such title commitment and the closing of this transaction. For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable, provided, however, that the City may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which the City has elected to accept.

TITLE OBJECTIONS

If objection to the title is made in the commitment for title insurance or based upon a written opinion of the City's attorney that the title is not in the condition required for performance under this Agreement, the Owners will make every effort to fulfill the requirements in the commitment or remedy the title defects set forth in the City's attorney's opinion within thirty (30) days or such period of time as is mutually agreed upon by the parties. If the Owners are able to comply with such requirements or remedy such defects within the time specified, the parties will promptly proceed to Closing, subject to any other contingency contained in this Agreement. If after reasonable efforts the Owners are unable to furnish satisfactory title within the time specified, the this Agreement may be declared terminated by the City, unless it elects to proceed with the Closing accepting such title as the Owners are able to convey.

TAXES

All property taxes and assessments relative to the Property that are due and owing, including any penalties, interest and fees that have accrued, will be paid by the City at the Closing, if the City proceeds with the Closing.

CLOSING

Closing shall take place at the office of the Title Company or at the City's offices, or by mail and electronically, as necessary, pursuant to any Executive Order or Emergency Order applicable on the scheduled date of closing. If closing takes place anywhere other than the Title Company, the parties shall arrange for a Title Company representative with authority to up-date and mark-up the commitment for title insurance as required under this Agreement to send an updated, marked up commitment by PDF on the closing date. If title can be conveyed in the condition required in this Agreement and all contingencies have been satisfied or waived, Closing shall take place on a date and time as is mutually agreeable to the parties to close.

DEED AND PAYMENT OF FEES, CLOSING COSTS, ETC.

The parties agree that the City Attorney shall prepare the required Deed, at the City's expense. The City shall pay all closing fees and costs associated with recording the required Deed. The parties agree that the Title Company shall prepare the required closing documents necessary to complete this transaction and that the Title Company shall conduct the Closing and that the cost of same together with any settlement or disbursement fee shall be borne by the City. The City shall pay the required transfer tax, the cost of an owner's commitment and policy of title insurance, and recording fees relative to the discharge of any mortgage. At Closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax documents as required by the Title Company.

POSSESSION

The Owners shall completely vacate, surrender and deliver possession of the Property at the date of Closing.

CONDITION OF PROPERTY

The Owners agree to maintain the Property in substantially the same condition in which it existed as of the date of this Agreement, for the period through the date of closing. Owners also agree that, prior to and as a condition of Closing, and at their own cost and expense, the Property will be delivered in a fully unoccupied condition and without any owner, tenant, renter, licensee or lessee having any remaining interest, right or claim either to occupancy of any portion of the Property. If all other conditions and contingencies in this Agreement have been satisfied or waived and Owners, despite reasonable efforts, are not able to deliver the Property in the condition and according to the contingencies set forth above, the City shall, in its sole discretion, have the right to elect, in writing, to waive any of the above contingencies and proceed with the closing, to delay the closing until the above contingencies are satisfied, or to not proceed with the closing. If the City elects to not proceed with the closing, notice shall be provided to the Owners and this Agreement shall thereby be terminated. On the Closing date, the City will accept the property in its "AS IS" condition.

REPRESENTATIONS AND WARRANTIES

The Owners hereby represent and warrant to the City as follows:

- To the best of Owners' knowledge, there is no pending litigation affecting all or any part of the Property, or the Owners' interest therein.
- To the best of Owners' knowledge, there are no options, rights of first refusal, licenses, rental agreements, leases or other rights of occupancy outstanding in respect of the Property.
- To the best of Owners' knowledge, there are no uncorrected violations of any codes and regulations, health codes or zoning ordinances affecting the Property or the use or enjoyment thereof.
- To the best of Owners' knowledge there are no easements, either above the surface, at grade or subsurface, other than utility easements of record other than those disclosed in the title commitment, which would affect or interfere with the City's use and enjoyment of the Property.

- To the best of Owners' knowledge (i) there are no underground storage tanks or hazardous or toxic substances existing on, under, above or upon the Property as defined in any federal, state or local law, regulation, rule, statute or directive, and (ii) there is no asbestos or urea formaldehyde foam insulation installed in or upon the Property.

The foregoing representations and warranties shall survive the closing of this transaction for a period of (1) year from the closing.

VOLUNTARY DONATION

The parties acknowledge that the Owners have voluntarily offered and are voluntarily making this donation of the Property to the City. In connection with such donation, if and only in the manner and to the extent the City is allowed to do so by law, the City agrees that it will sign the tax forms necessary for the Owners to realize tax deductions, if any, to which the Owners believe they may be eligible, provided that the Owners submit such forms to the City, completed with all information required by such forms and applicable law, within one (1) year of the date of the Closing. The Owners acknowledge that neither the City, nor any of its officials, employees, attorneys, agents or representatives, have given them any tax advice, counseling, promises, opinions or other information whatsoever regarding tax benefits or consequences that may or may not be available to them or resulting from this donation and transaction, and the Owners acknowledge that they should consult with their accountants and financial advisers for such advice, counseling, promises, opinions and other information.

LEGAL DESCRIPTION

The parties acknowledge and agree that the legal description for the Property shall be that as set forth in the commitment for title insurance to be obtained and furnished to the City pursuant to this Agreement.

TIME IS OF THE ESSENCE

At all times under this agreement where certain time constraints are set forth, the parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State. Should any court action be commenced at any time involving or concerning this Agreement, the parties hereto consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County or in the Federal District Court for the Eastern District of Michigan. The agreement of the parties in this paragraph shall survive the Closing of this transaction.

LEGAL DOCUMENT; INTERPRETATION

This is a legal and binding document, and both Owners and the City acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial adviser. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

ALL AGREEMENTS IN WRITING

The parties agree that this Agreement (and written and signed addenda, if any) cannot be modified, altered or otherwise amended without a writing being duly signed or initialed, as the case may be, by both the Owners and the City.

NOTICES

All notices and demands required or permitted under this agreement shall be in writing and shall be served personally or by postage prepaid United States first class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated on page 1 hereof or to such other place as may be designated by notice given in accordance with this section. It is agreed to by the parties that offers, acceptances and notices required hereunder may, but are not required to, be delivered by facsimile (fax) copy or email to the parties or their agents provided a hard copy (originally signed copy) is mailed or delivered in a timely manner. If faxed or emailed, the date and time of the receipt of the fax or email shall be the date and time of said offer, acceptance or notice. If not faxed or emailed, notice shall be deemed to have been given on the earlier of (a) the date of personal delivery, (b) the date when received, or (c) one (1) day after mailing if mailed in the State of Michigan.

ENTIRE AGREEMENT

The Owners and City agree that this Agreement contains the entire agreement between them and that there are no agreements, representations, statements or understandings that have been relied upon by them that are not stated in this Agreement.

BINDING EFFECT

The covenants, representations and agreements herein are binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall survive the Closing where indicated.

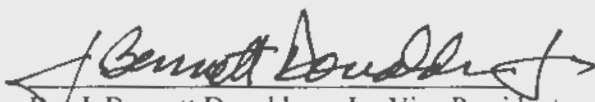
DATE OF EXECUTION

This Agreement may be signed in counterparts, and the date of execution of this Agreement shall be the date on which the last person to sign this document shall have signed the document. In the event one or more parties fail to insert the date of execution beneath their signatures below, then the date of execution shall be the date on which the City actually signed the document. **IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW HIS OR HER SIGNATURE.**

ACCORDINGLY, the Owner and City have executed this Agreement as of the dates written below.

“OWNER”

Hickory Associates Limited Partnership, a Michigan limited partnership



By: J. Bennett Donaldson, Jr., Vice President of Nine Mile Corporation, a Michigan corporation, General Partner

Dated: May 20, 2020

“CITY”

CITY OF NOVI, a Michigan municipal corporation

BY: _____

Robert J. Gatt, Its: Mayor

Dated: _____

BY: _____

Cortney Hanson, Its: Clerk

Dated: _____

COVENANT DEED

KNOW ALL MEN BY THESE PRESENTS, that Hickory Associates Limited Partnership, a Michigan limited partnership, whose address is 34124 Freedom Road, Farmington Hills, Michigan, 48335, conveys to the 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, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

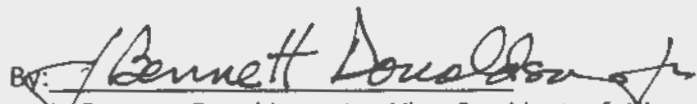
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100-----Dollars (\$1.00).

Subject to existing building and use restrictions, easements of record, and zoning ordinances, if any, and the lien for taxes not yet due and payable. Grantor covenants to and agrees with Grantee, that Grantor will warrant and defend the Property conveyed unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, from, or under the Grantor, but against no other claims or persons.

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 _____ day of May, 2020.

GRANTOR:
**Hickory Associates Limited Partnership, a
Michigan Limited Partnership**

By: 
J. Bennett Donaldson, Jr., Vice President of Nine
Mile Corporation, a Michigan corporation,
General Partner

NOTARY ON NEXT PAGE

Page 2 of Covenant Deed from Hickory Associates Limited Partnership, a Michigan limited partnership to the City of Novi, a Michigan Municipal corporation.

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of May, 2020, before me, personally appeared the above named J. Bennett Donaldson, Jr., the Vice President of Nine Mile Corporation, General Partner of Hickory Associates Limited Partnership, a Michigan limited partnership, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

Notary Public
Acting in _____ County, _____
My commission expires _____

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
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Job No. _____ Recording Fee _____ Transfer Tax: Exempt MCL 207.526(a) and
MCL 207.505(a)

EXHIBIT A

PROPERTY DESCRIPTION

Lot 8, EXCEPT Southerly 14.80 feet, also Southerly 107.50 feet of Lot 9, Hickory Corporate Park, as recorded in Liber 216, Pages 9, 10, 11 and 12 of Plats, Oakland County Records.

KNOW ALL MEN BY THESE PRESENTS: That Hickory Corporate Center, Inc., a Michigan corporation whose address is 5800 Crooks Road, Suite 100, Troy, Michigan 48098

Conveys and Warrants to Hickory Associates Limited Partnership, a Michigan limited partnership whose address is 5800 Crooks Road, Suite 100, Troy, Michigan 48098

the following described premises situated in the City of Novi
County of Oakland and State of Michigan, to-wit:

See "EXHIBIT A" attached and made a part of this Deed

2#92 REG/DEEDS PAID
0001 APR.04'90 02:02PM
7396 DEEDS 7.00

#

for the full consideration of \$1.00 and other valuable consideration subject to building and use restrictions and easements of record and zoning ordinances.

Dated this 30th day of March 19 90

Witnesses:

Signed and Sealed:

Glenn G. Boss
GLENN G. BOSS
Debra A. Wright
DEBRA A. WRIGHT

Hickory Corporate Center, Inc. (I.S.)

J. Bennett Donaldson, Jr.
By J. Bennett Donaldson, Jr.
President

STATE OF MICHIGAN
COUNTY OF OAKLAND

Its 30th day of March 19 90

The foregoing instrument was acknowledged before me this

- (1) by J. Bennett Donaldson, Jr., President
- (2)
- (3) of Hickory Corporate Center, Inc.
- (4) a Michigan

Corporation on behalf of the said corporation.
Debra A. Wright
Notary Public, County, Michigan

My commission expires: DEBRA A. WRIGHT
Notary Public, Oakland County, Michigan
My Commission Expires January 15, 1994

Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of incorporation

Instrument Drafted by Glenn G. Boss

Business Address 5800 Crooks Rd., Suite 180, Troy, MI 48098-2830

County Treasurer's Certificate

OAKLAND COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX DEDUCTIBLE
PAYMENTS made by the state of any individual against the
state of Michigan for the year 1989 in the amount of \$1.00
for years 1989-1990. I, the undersigned, am a Notary Public
appointed by the records in the office of the State of Michigan.

1.00
4-4-90 P. High School

City Treasurer's Certificate

007798

Revenue Affidavit After Recording
When recorded return to Glenn G. Boss
5800 Crooks Rd., Suite 180, Troy, MI 48098-2830

Recording Fee

State Transfer Tax

VALUATION AFFIDAVIT ATTACHED -
DO NOT AFFIX DOCUMENTARY
STAMPS OR TRANSFER TAX

Tax Parcel #

Send subsequent tax bills
to Grantee

OK - G.K.

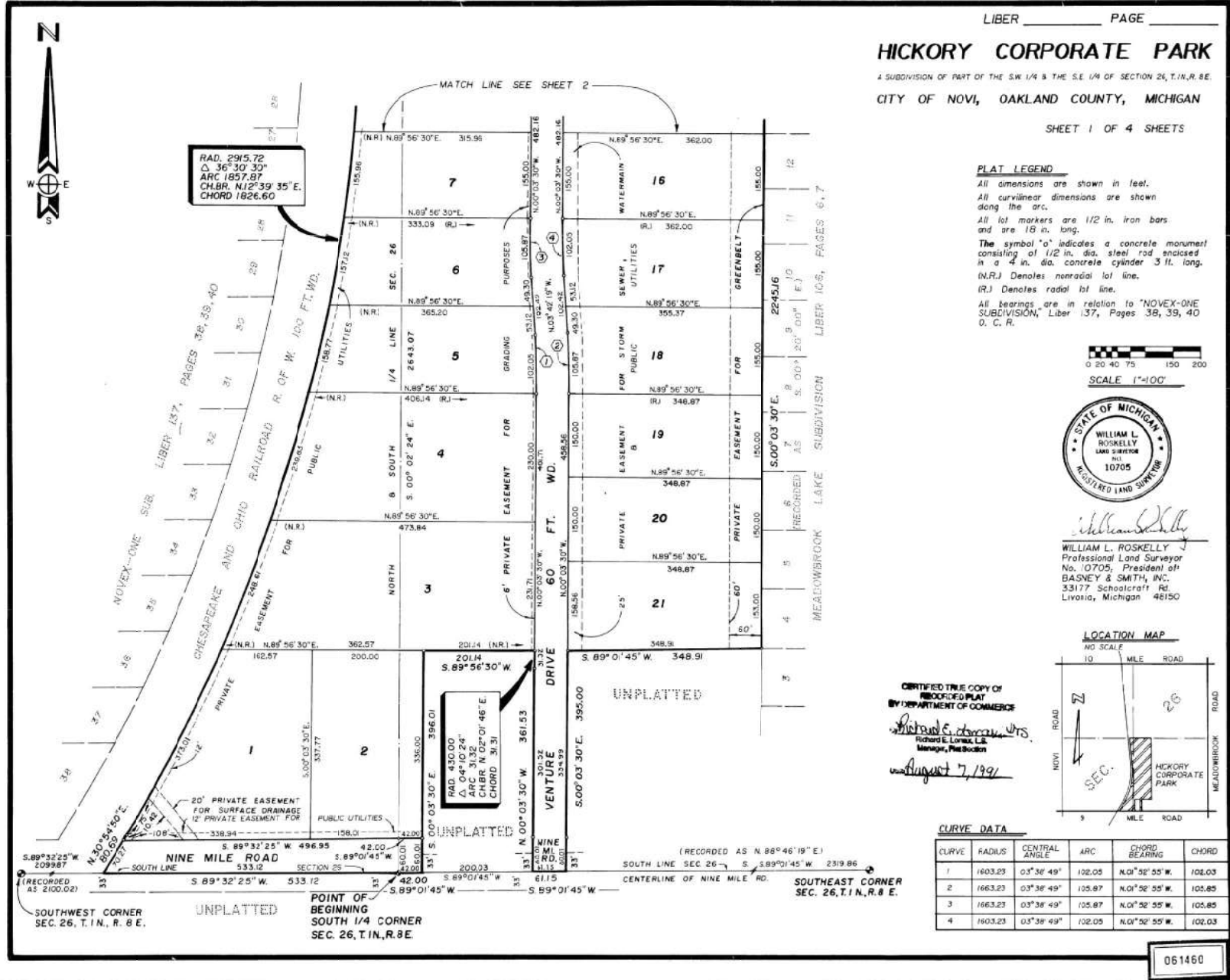
Legal Description:

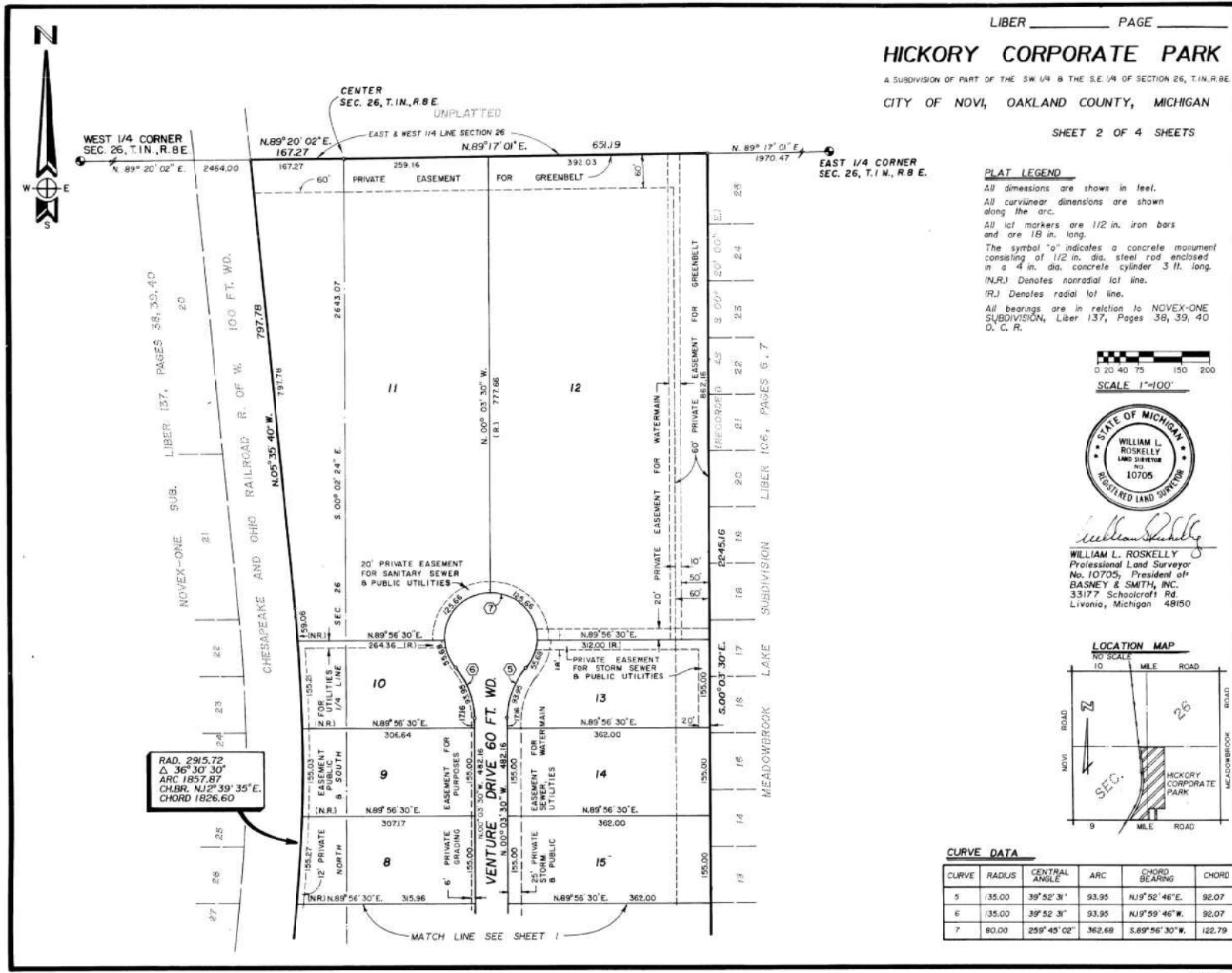
Part of the South one-half of Section 26, Town 1 North, Range 8 East, described as beginning at the South one-quarter corner of Section 26 and proceeding thence along the South line of Section 26, also being the centerline of Nine Mile Road, South 89 degrees 32 minutes 25 seconds West, 533.12 feet; thence along the Easterly line of Chesapeake and Ohio Railroad right-of-way (100 feet wide) North 30 degrees 54 minutes 50 seconds East, 80.69 feet; thence continuing along said right-of-way line along a curve to the left radius 2,915.72 feet, central angle 36 degrees 30 minutes 30 seconds an arc distance of 1,857.87 feet and whose chord bears North 12 degrees 39 minutes 35 seconds East, a distance of 1,826.60 feet; thence North 00 degrees 35 minutes 40 seconds West, 797.78 feet; thence along the East and West one-quarter line of Section 26, North 89 degrees 20 minutes 02 seconds East, 167.27 feet to the center of Section 26; thence along the East and West one-quarter line of Section 26, North 89 degrees 17 minutes 01 seconds East, 651.19 feet to the Northwest corner of Meadowbrook Lake Subdivision, Liber 106, Pages 6 and 7, Oakland County Records; thence along the West line of Meadowbrook Lake Subdivision, South 00 degrees 03 minutes 30 seconds East, 1,792.16 feet; thence South 89 degrees 56 minutes 30 seconds West, 348.87 feet; thence South 00 degrees 03 minutes 30 seconds East, 853.56 feet; thence along the South line of Section 26, also being the centerline of Nine Mile Road, South 89 degrees 01 minutes 45 seconds West, 303.18 feet to the point of beginning, EXCEPT part of the Southeast one-quarter of Section 26, Town 1 North, Range 8 East, described as: Beginning at a point on the North right-of-way line of Nine Mile Road, said point being North 00 degrees 03 minutes 30 seconds West, 60.01 feet and North 89 degrees 01 minutes 45 seconds East, 42.00 feet from the South one-quarter corner of Section 26, Town 1 North, Range 8 East, City of Novi; thence North 00 degrees 03 minutes 30 seconds West, 336.00 feet; thence North 89 degrees 56 minutes 30 seconds East, 201.14 feet; thence on an arc of a curve to the left 31.32 feet, said curve having a radius of 430.60 feet, a central angle of 04 degrees 10 minutes 24 seconds and whose chord bears South 02 degrees 01 minutes 46 seconds West, 31.31 feet; thence South 00 degrees 03 minutes 30 seconds East, 301.52 feet to the North right-of-way line of Nine Mile Road; thence South 89 degrees 01 minutes 45 seconds West, along said North right-of-way line 200.03 feet to the point of beginning.

JS/cv/32

22-26-401-005-5214

NOVI





LIBER _____ PAGE _____

HICKORY CORPORATE PARK

A SUBDIVISION OF PART OF THE SW 1/4 & THE SE 1/4 OF SECTION 26, T14N, R8E
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SHEET 3 OF 4 SHEETS

SURVEYOR'S CERTIFICATE
I, William L. Ruskelly, Surveyor, certify:
That I have surveyed, divided and mapped the land shown on this plat, described as HICKORY CORPORATE PARK, a subdivision of part of the SW 1/4 & SE 1/4 of Sec. 26, T.14 N., R.8 E., City of Novi, Oakland County, Michigan, described as beginning at the South 1/4 corner of Section 26 and proceeding thence along the South line of Section 26, also being the centerline of 9 Mile Road, South 89 degrees 32 minutes 25 seconds West 533.12 feet; thence along the easterly line of Chesapeake and Ohio Railroad right-of-way (100 feet wide) North 30 degrees 54 minutes 50 seconds East 80.69 feet; thence continuing along said right-of-way line along a curve to the left Radius 2915.72 feet, central angle 36 degrees 30 minutes 30 seconds an arc distance of 1857.87 feet and whose chord bears North 12 degrees 39 minutes 35 seconds East a distance of 1826.60 feet; thence continuing along said right-of-way line North 05 degrees 15 minutes 48 seconds West 797.78 feet; thence along the East and West 1/4 line of Section 26, North 89 degrees 20 minutes 02 seconds East 167.27 feet to the center of Section 26; thence along the East and West 1/4 line of Section 26, North 89 degrees 17 minutes 01 second East 551.19 feet to the northwest corner of Meadowbrook Lake Subdivision (Liber 106, Pages 6 and 7, Oakland County Records); thence along the west line of Meadowbrook Lake Sub South 00 degrees 03 minutes 30 seconds East 2145.16 feet; thence South 89 degrees 01 minute 45 seconds West 348.91 feet; thence South 00 degrees 03 minutes 30 seconds East 395.00 feet; thence along the South line of Section 26, also being the centerline of 9 Mile Road, South 89 degrees 01 minute 45 seconds West 61.15 feet; thence North 00 degrees 03 minutes 30 seconds West 361.53 feet; thence along a curve to the right Radius 430.00 feet, central angle 04 degrees 10 minutes 24 seconds an arc distance of 31.32 feet and whose chord bears North 02 degrees 01 minute 46 seconds East a distance of 31.31 feet; thence South 89 degrees 56 minutes 30 seconds West 201.14 feet; thence South 00 degrees 03 minutes 30 seconds East 396.01 feet to the south line of Section 26, also being the centerline of 9 Mile Road; thence along said line South 89 degrees 01 minute 45 seconds West 42.00 feet to the point of beginning, also being the South 1/4 corner of Section 26. Containing 45.45 acres. Comprising 21 lots, numbered 1 thru 21, both inclusive.

That I have made such survey, land-division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.


That the required monuments and lot markers have been set in the ground or that surety has been deposited with the municipality as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

DATE: Nov 28, 1990

William L. Ruskelly
William L. Ruskelly, Professional
Land Surveyor No. 10705
President of Basney & Smith, Inc.
33177 Schoolcraft Rd.
Livonia, Michigan 48150



PROPRIETOR'S CERTIFICATE
Comerica Bank, a Banking Corporation duly organized and existing under the laws of the State of Michigan by, Peter Moras, Assistant Vice President, as proprietor has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public, that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

WITNESSES:
Paul A. Gardner
Paul A. Gardner
Violet Sheprak
Violet Sheprak

Peter Moras
Peter Moras, Assistant Vice President

ACKNOWLEDGMENT
State of Michigan) ss
County of Wayne)
Personally came before me this 23 day of JANUARY, 1991, Peter Moras, Assistant Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Assistant Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation, by its authority.

My commission expires: SEPTEMBER 29, 1994

Paula A. Gardner
Paula A. Gardner
Notary Public, Wayne County, Michigan

PROPRIETOR'S CERTIFICATE
CO-PARTNERSHIP
We as proprietors certify that we caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public, that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

WITNESSES:
Debra J. Ferguson
Debra J. Ferguson
Donna M. Hart
Donna M. Hart

K.E.L. Investments
K.E.L. INVESTMENTS, a Michigan Co-partnership filed in Oakland County, File No. 403-88 dated April 1, 1988, 42300 W. Nine Mile Road Novi, MI 48050
Kenneth J. Law
Kenneth J. Law, Co-Partner
Elizabeth J. Law
Elizabeth J. Law, Co-Partner

ACKNOWLEDGMENT
State of Michigan) ss
County of Oakland)
Personally came before me this 20th day of November, 1991, Kenneth J. Law, Co-Partner and Elizabeth J. Law, Co-Partner of the above named co-partnership, to me known to be the persons who executed the foregoing instrument, and to me known to be such co-partners of said co-partnership and acknowledge that they executed the foregoing instrument as such copartners as the free act and deed of said co-partnership.

My commission expires: March 22, 1991

Debra J. Ferguson
Debra J. Ferguson
Notary Public, Oakland County, Michigan

PROPRIETOR'S CERTIFICATE
LIMITED PARTNERSHIP
Hickory Associates, Limited Partnership, duly organized and existing under the laws of the State of Michigan by, J.B. Donaldson, Jr., Vice President, Nine Mile Corporation, General Partner as proprietor has caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public, that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

WITNESSES:
Donald R. Kegley, Jr.
Donald R. Kegley, Jr.
Stephen R. Guido
Stephen R. Guido

Hickory Associates, Limited Partnership
HICKORY ASSOCIATES, LIMITED PARTNERSHIP a Michigan Limited Partnership filed March 9, 1990 at Department of Commerce Lansing, Michigan, File No. L-14-901 5800 Crooks Road Suite 100 Troy, MI 48066
Nine Mile Corporation, General Partner
J.B. Donaldson, Jr.
J. B. Donaldson, Jr.
Its Vice President

ACKNOWLEDGMENT
State of Michigan) ss
County of Oakland)
Personally came before me this 3 day of December, 1990, J.B. Donaldson, Jr., Vice President Nine Mile Corporation, general partner of the above named limited partnership to me known to be the person who executed the foregoing instrument and to me known to be such partner and acknowledged that he executed the foregoing instrument as such partner as the free act and deed of said limited partnership.

My commission expires: 10-5-94

Donald R. Kegley, Jr.
Donald R. Kegley, Jr.
Notary Public, Oakland County, Mich.

COUNTY TREASURER'S CERTIFICATE
Recertified _____
Date January 23, 1991
Debra J. Ferguson
Debra J. Ferguson, Deputy County Treasurer

The records in my office show no unpaid taxes or special assessments for the five years preceding DEC 21, 1990 involving the lands included in this plat.

George W. Kuhn
George W. Kuhn, County Treasurer

COUNTRY DRAIN COMMISSIONER'S CERTIFICATE
Recertified _____
Date Jan. 23, 1991
George W. Kuhn
George W. Kuhn, Drain Commissioner

The records in my office show no unpaid taxes or special assessments for the five years preceding DEC 21, 1990 involving the lands included in this plat.

George W. Kuhn
George W. Kuhn, Drain Commissioner

CERTIFICATE OF MUNICIPAL APPROVAL
I hereby certify that this plat was approved by the City Council of the City of Novi at a meeting held January 28, 1991, and was reviewed and found to be in compliance with Act 288, P.A. 1967, also adequate surety has been deposited with the Clerk for placing of monuments and markers within a reasonable length of time, not to exceed one year from the above date. Surety has been deposited to insure the installation of public water and public sewer services.

Geraldine Stipp
Geraldine Stipp, City Clerk

COUNTY PLAT BOARD CERTIFICATE
This plat has been reviewed and is approved by the Oakland County Plat Board on MAY 6, 1991, as being in compliance with all the provisions of Act 288, P.A. 1967, and the plat boards applicable rules and regulations.

Lynn D. Allen
Lynn D. Allen, Clerk, Register of Deeds

Ray R. Ewald
Ray R. Ewald, Chairman of Board of County Commissioners

C. Hugh Bohony
C. Hugh Bohony, County Treasurer

Thomas M. Smith
Thomas M. Smith, Plat Engineer

RECORDING CERTIFICATE
State of Michigan
County of Oakland
This plat was received for record on the 13 day of June, 1991, at 4:42 PM, and recorded in Liber 516, of Plats on Pages 9-12.

Lynn D. Allen
Lynn D. Allen, Clerk, Register of Deeds

061460

HICKORY CORPORATE PARK

A SUBDIVISION OF PART OF THE S.W. 1/4 & THE S.E. 1/4 OF SECTION 26, T.1N, R.6E.

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SHEET 4 OF 4 SHEETS

PROPRIETOR'S CERTIFICATE

I, as proprietor certify that I caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public, that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

WITNESSES

Mark X. Grid
Mark X. Grid
Terrence L. Gric
Terrence L. Gric

George Jaquith Burrows
George Jaquith Burrows
230 W. Palantia Road
Wheeling, Illinois 60090

ACKNOWLEDGMENT

State of Illinois } ss
County of Cook }

Personally came before me this 11th day of March, 1991, the above named George Jaquith Burrows, a single man, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My Commission expires
4-25-91

Christine Kneebone
Christine Kneebone
Notary Public, Cook County, Illinois
Acting in Cook County

PROPRIETOR'S CERTIFICATE - CORPORATION

Continental Bank, NA, a corporation duly organized and existing under the laws of the State of Illinois by Margaret E. Lambke, Vice President and Donald J. Malinowski, Vice President, as proprietor, has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public, that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

WITNESSES

S. David Pate
S. David Pate
Scott A. Petes
Scott A. Petes

Continental Bank, NA, an Illinois
Banking Corporation
231 S. LaSalle Street
Chicago, Illinois 60697

Margaret E. Lambke
Margaret E. Lambke, Vice President
Donald J. Malinowski
Donald J. Malinowski, Vice President

ACKNOWLEDGMENT

State of Illinois } ss
County of Cook }

Personally came before me this 14th day of March, 1991, Margaret E. Lambke, Vice President and Donald J. Malinowski, Vice President of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such vice president and vice president of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

My Commission expires
April 18, 1993

Irene L. Entsminger
Irene L. Entsminger
Notary Public, Cook County, Illinois



William L. Roskelly
WILLIAM L. ROSKELLY
Registered Land Surveyor
No. 10705, President of
BASNEY & SMITH, INC.
33177 Schoolcraft Road
Livonia, Michigan 48150

LIBER 21890 PAGE 769
\$9.00 RISC RECORDING
\$2.00 REAMMUNIFICATION
10/09/2000 03:30:30 P.M. RECEIPT# 71652
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CARROLL, CLERK/REGISTER OF DEEDS

Detroit Edison Underground Easement (Right of Way) No. R-303473-2

On AUGUST 29, 2000, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area."

"Grantor" is:

Hickory Associates Limited Partnership, a Michigan limited partnership, 38799 West Twelve Mile Road, Ste. # 100, Farmington Hills, Michigan 48331

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226
Ameritech, 54 N. Mill, Pontiac, Michigan 48342

"Grantor's Land" is in The City of Novi, Oakland County, Michigan described as:
HICKORY CORPORATE PARK, LOT 8, 9, 10, PART OF THE W 1/2 OF SE 1/4 SEC 26 T1N, R8E,
AS RECORDED IN LIBER 216, PAGES 9/12 OF PLAT 19, OAKLAND COUNTY RECORDS.
SIDWELL NO. 22-26-401-010, 011 AND 012. ^{lot 8} ^{lot 9} ^{lot 10}

The "Right of Way Area" is a part of Grantor's Land and is described as:

As shown on the attached Detroit Edison Company drawing No. R-303473-2, dated August 1, 2000.

Width of Right of Way is ten (10) feet.

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. Access: Grantee has the right of access to and from the Right of Way Area.
3. Buildings or other Permanent Structures: No buildings or other permanent structures are allowed in the Right of Way Area without Grantee's prior written consent.
4. Excavation: Under 1974 Public Act 53, you must call MISS DIG (1-800-482-7171) before excavating in the Right of Way Area.
5. Trees, Bushes, Branches, Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in The Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences can be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee will not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
6. Restoration: If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as can be to its original condition.
7. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
8. Exemption: Exempt under MCL 207.505 (a) and MCL 207.526 (a).

(2) Witnesses: (Type or print name below signature)

Grantor: (Type or print name below signature)

Hickory Associates Limited Partnership,
a Michigan limited partnership, By Its General Partner,
Nine Mile Corporation, a Michigan corporation

① Jeanine Delorme
JEANINE DELORME

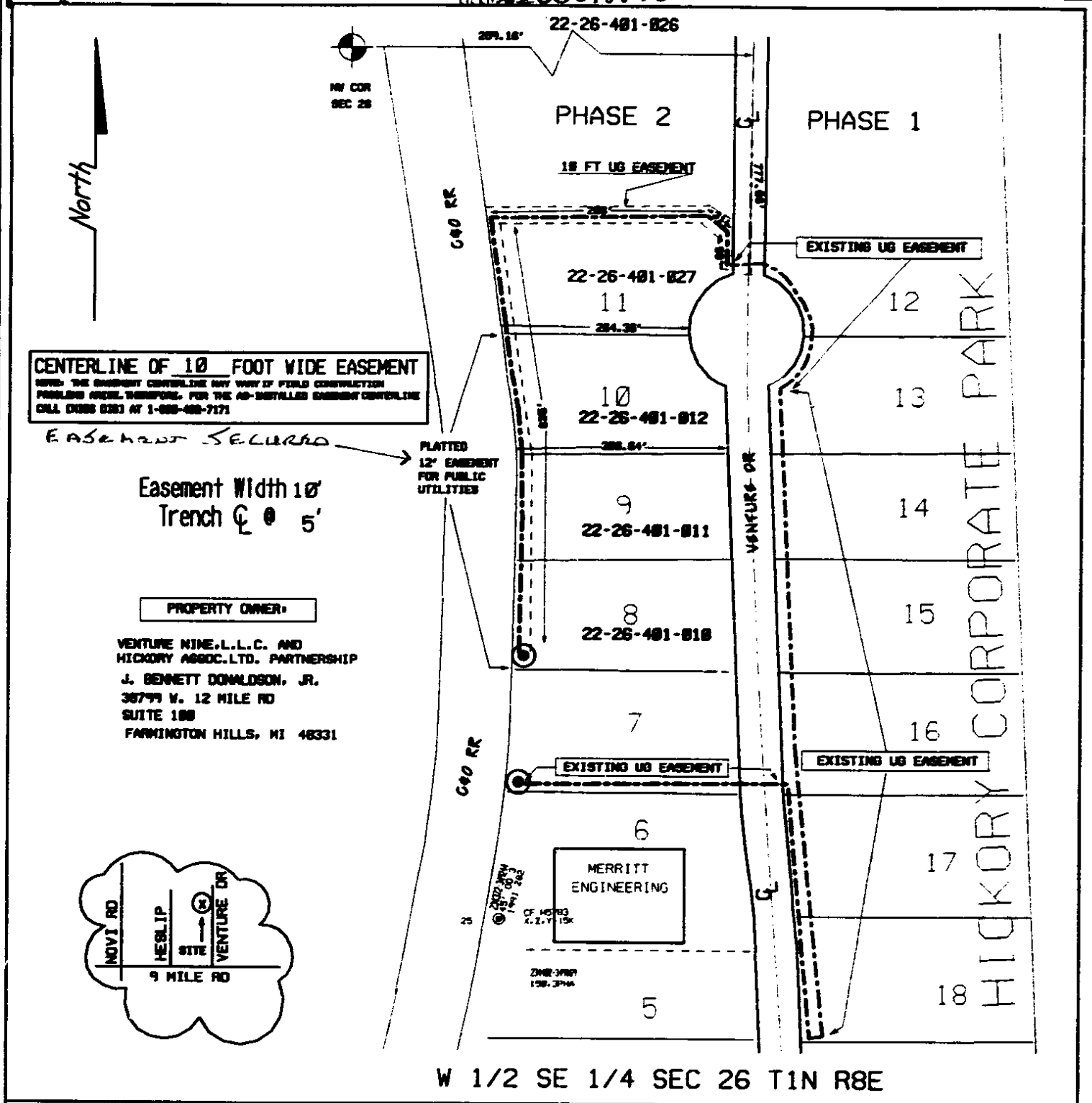
BY: J. Bennett Donaldson Jr.
J. Bennett Donaldson, Jr., Vice President

② Angela M. Pippi
Angela M. Pippi

O.K. - LG

Acknowledged before me in Oakland County, Michigan, on AUGUST 29, 2000, by J. Bennett Donaldson Jr., Vice President of Nine Mile Corporation, a General Partner of Hickory Associates Limited Partnership, a Michigan limited partnership, for the Limited Partnership.

ANGELA M. PIPPI
Notary Public, Macomb County, MI, acting in Oakland
My Commission Expires Mar. 6, 2001
Notary's Stamp: Angela M. Pippi
(Notary's name, county, and date commission expires)



JPL

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
CITY OR TWP. NOVI	COUNTY OAKLAND	TWP SEC QTR 26 SE	DEPT. ORDER NO.
MAP SECT.	TOWN RANGE 1N 8E	JOINT R/W REG'D	R/W NO. RFW303473
PROJECT NAME HICKORY CORP PK	TEL. ENGR. & DIST.		EST. NUMBER
TOWNSHIP NOV	SERVICE CENTER NHS	COMP. CODE	MAILING CITY
CIRCUIT			CATV NUMBER
REASON EDISON R.O.W. EASEMENT			G.F.W.
PLANNER JOHN BROOKS	SCALE 1" = N/S'		BUDGET ITEM NO.
			DATE 08/01/00



ALTA COMMITMENT FOR TITLE INSURANCE
ISSUED BY: Old Republic National 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, Old Republic National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


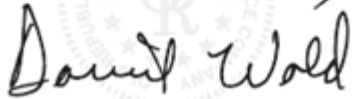
If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

ATA NATIONAL TITLE GROUP, LLC

ELIE KAPLAN
AUTHORIZED SIGNATORY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

This page is only part of a 2016 ALTA Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA® COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

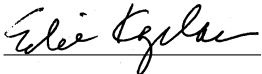
Issued by
Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-7135 Fax:(248) 338-3045
ALTA® Universal ID: 1033513
Issuing Office File Number: 63-20706136-SCM
Property Address: , Novi, MI
Revision Number:

1. Commitment Date: April 09, 2020, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITHOUT STANDARD EXCEPTIONS **\$300,000.00**
Proposed Insured: **City of Novi**
 - (b) ALTA® LOAN POLICY
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at Commitment Date, vested in:
Hickory Associates Limited Partnership, a Michigan limited partnership
5. The land referred to in this commitment is situated in the City of Novi, County of Oakland, State of Michigan, as follows:
Lot 8, EXCEPT Southerly 14.80 feet, also Southerly 107.50 feet of Lot 9, Hickory Corporate Park, as recorded in Liber 216, Pages 9, 10, 11 and 12 of Plats, Oakland County Records.

ATA National Title Group, LLC



Elie Kaplan
AUTHORIZED SIGNATORY

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
2. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
3. Pay the agreed amounts for the Title and/or the mortgage to be insured.
4. Pay us the premiums, fees and charges for the policy.
5. Submit true copy of Partnership Agreement to the Company for review, as may be amended, together with satisfactory evidence of fulfillment of all conditions precedent to the sale of subject property in accordance with the terms and provisions of the Partnership Agreement.
6. Record Deed from Hickory Associates Limited Partnership, a Michigan limited partnership to City of Novi.
7. NOTE: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
8. In order to delete standard exceptions 1 through 5 and 7, as shown on Schedule B - Part II, from the policy/policies:
a) submit in completed form the attached Owner's Affidavit or standard exception no.'s 1, 3, 5 and 7 will be shown on the policy/policies (**NOTE that the Company reserves the right to require execution of a Gap Indemnity Agreement to remove exception 7 from the policy/ies to be issued**) and b) submit satisfactory Survey or standard exception no.'s 2 and 4 will be shown on the policy/policies. The Company reserves the right to show as specific exceptions to title any items shown on said Owner's Affidavit and/or Survey. If the property is new construction, a final Sworn Statement and Waivers must be submitted to delete standard exception no. 5.
9. PAYMENT OF TAXES: Tax Parcel No.: 22-26-401-041

2019 July Taxes in the amount of \$2,508.84 are Paid

2019 December Taxes in the amount of \$1,054.84 are Paid, includes \$160.00 ordinance AB 030

Special Assessments: None

The amounts shown as due do not include collection fees, penalties or interest.

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SCHEDULE B, PART II
EXCEPTIONS

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. 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.
8. Detroit Edison Underground Easement (Right of Way) in favor of The Detroit Edison Company and Ameritech and the covenants, conditions and restrictions recorded in Liber 21890, Page 769, Oakland County Records.
9. Private Easement for Public Utilities over the West 12 feet of said land, as shown on the plat of Hickory Corporate Park, as recorded in Liber 216, Pages 9, 10, 11 and 12 of Plats, Oakland County Records.
10. Private Easement for Grading Purposes over the East 6 feet of said land, as shown on the plat of Hickory Corporate Park, as recorded in Liber 216, Pages 9, 10, 11 and 12 of Plats, Oakland County Records.
11. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the public records.
12. 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.
13. Rights of tenants in possession or pursuant to unrecorded leases.

This page is only part of a 2016 ALTA Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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; and
- (g) a countersignature 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 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:

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- (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.

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 \$2,000,000 or less 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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PRIVACY POLICY NOTICE

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

ATA National Title Group, LLC as an agent for Old Republic National Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The ATA National Title Group, LLC Privacy Policy applies to all ATA National Title Group, LLC customers, former customers and applicants.

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

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

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

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

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

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

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

If you have any questions about this privacy statement or our practices at ATA National Title Group, LLC, please write us at: **ATA National Title Group, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.**