



CITY of NOVI CITY COUNCIL

**Agenda Item I
January 8, 2018**

SUBJECT: Acceptance of a warranty deed from Haggerty Holdings, LLC for the dedication of a 60-foot master planned right-of-way along the west side of Haggerty Road south of Thirteen Mile Road as part of the Autoneum project (parcel 22-12-200-055).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Haggerty Holdings, LLC, the developer of the Autoneum project is requesting the acceptance of a Warranty Deed conveying the master planned 60-foot right-of-way for Haggerty Road, along the frontage of the Autoneum development, as proposed on the approved site plan.

The enclosed Warranty Deed has been favorably reviewed by the City Attorney (Beth Saarela December 12, 2017) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of a warranty deed from Haggerty Holdings, LLC for the dedication of a 60-foot master planned right-of-way along the west side of Haggerty Road south of Thirteen Mile Road as part of the Autoneum project (parcel 22-12-200-055).

Thirteen Mile Rd

Autoneum Haggerty Road

Location Map

Proposed 60'-wide half R.O.W.

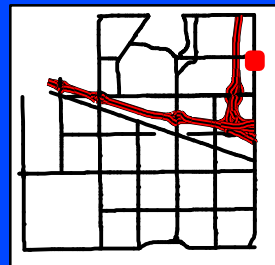
Haggerty Rd

Map Author: Theresa Bridges
Date: 12/21/2017
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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



City of Novi

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

Feet
0 30 60 120 180

1 inch = 157 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.jrslaw.com

December 12, 2017

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

**Re: Autoneum JSP14-0080
Warranty Deed – Haggerty Road Right-of-Way**

Dear Mr. Herczeg:

We have received and reviewed the following documents for the Autoneum Development:

1. Warranty Deed – Haggerty Road Right-of-Way
2. Partial Discharge of Mortgage
3. Partial Discharge of Leases and Rents
4. Title Search

Warranty Deed for Haggerty Road Right-of-Way

The Warranty Deed is in the City's standard format and is consistent with the title work provided. The City's Consulting Engineer has reviewed and approved the attached Exhibit. The enclosed Warranty Deed should be placed on an upcoming City Council Agenda for acceptance. Once accepted, the City Clerk's Office should record the Warranty Deed with the Oakland County Register of Deeds in the usual manner.

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

Sincerely,

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

Elizabeth K. Saarela

Jeffrey Herczeg, Director of Public Services

December 12, 2017

Page 2

EKS

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Darcy Rechten, Plan Review Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Glenn Jones, Dembs Development (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

RECORDED
OAKLAND COUNTY
REGISTER OF DEEDS

2017 DEC -5 PM 3:05

222018
LIBER 51352 PAGE 589
\$26.00 MISC RECORDING
\$4.00 REINUMENTATION
12/05/2017 03:11:35 P.M. RECEIPT# 143687
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS


PARTIAL DISCHARGE OF ASSIGNMENT OF LEASES AND RENTS

KNOWN ALL PERSONS BY THESE PRESENTS, that **CIBC BANK USA** f/k/a The PrivateBank and Trust Company, an Illinois state chartered bank ("Bank"), whose address is 34901 Woodward Avenue, Suite 200, Birmingham, Michigan 48009, hereby certifies that a certain Assignment of Leases and Rents, encumbering a parcel of property as partially described on the attached **Exhibit A**, dated March 30, 2016, made and executed by **HAGGERTY HOLDINGS LLC**, a Michigan limited liability company, whose address is 27750 Stansbury, Suite 200, Farmington Hills, Michigan 48334, to Bank and recorded in the Register of Deed's Office for the County of Oakland and State of Michigan, in **Liber 49236, Page 845**, on April 8, 2016, is **PARTIALLY DISCHARGED** as to the property described on the attached **Exhibit A**, **only**. This Partial Discharge of Assignment of Leases and Rents does not release, reduce, alter, dismiss or impair the underlying debt secured by the Assignment of Leases and Rents.

Dated this 28 day of November, 2017.

BANK:

CIBC BANK USA, an Illinois state chartered bank

By: 
Name: Brian Sambok
Its: Managing Director

39

[Notary signature appears on the following page]

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

Subscribed and sworn to before me this 28 day of November, 2017, by Brian Ramesbottom, the Managing Director of CIBC Bank USA f/k/a The PrivateBank and Trust Company, an Illinois state chartered bank, on behalf of the bank.

WENDY M. WOLCOTT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 1, 2021
ACTING IN COUNTY OF Oakland

Wendy M. Wolcott
Wendy M. Wolcott, Notary Public
Oakland County, MI
Acting in Oakland County
My Commission Expires: 10-01-2021

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Erin K. Collins, Esq.
Dykema Gossett PLLC
39577 Woodward Ave., Ste. 300
Bloomfield Hills, Michigan 48304

EXHIBIT A
DESCRIPTION OF REAL ESTATE

Land situated in the City of Novi, County of Oakland, State of Michigan, to-wit:

PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S00°00'00"W 441.50 FEET ALONG THE EAST LINE OF SECTION 12, ALSO BEING THE CENTERLINE OF HAGGERTY ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W 329.94 FEET ALONG SAID EAST LINE OF SECTION 12; THENCE S88°05'18"W 60.03 FEET; THENCE N00°00'00"E 329.94 FEET; THENCE N88°05'18"E 60.03 FEET TO THE POINT OF BEGINNING.

Being part of Tax Parcel No. 22-12-200-055

Commonly known as: 29293 Haggerty Road, Novi, Michigan

RECORDED
BANK
REGISTRY

2017 DEC -5 PM 3:02

222017
LIBER 51352 PAGE 586
\$26.00 MISC RECORDING
\$4.00 REMONUMENTATION
12/05/2017 03:11:06 P.M. RECEIPT# 143686
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS


PARTIAL DISCHARGE OF CONSTRUCTION MORTGAGE

KNOWN ALL PERSONS BY THESE PRESENTS, that **CIBC BANK USA** f/k/a The PrivateBank and Trust Company, an Illinois state chartered bank ("Mortgagee"), whose address is 34901 Woodward Avenue, Suite 200, Birmingham, Michigan 48009, hereby certifies that a certain Construction Mortgage, encumbering a parcel of property as partially described on the attached **Exhibit A**, dated March 30, 2016, made and executed by **HAGGERTY HOLDINGS LLC**, a Michigan limited liability company, whose address is 27750 Stansbury, Suite 200, Farmington Hills, Michigan 48334, to Mortgagee and recorded in the Register of Deed's Office for the County of Oakland and State of Michigan, in **Liber 49236, Page 828**, on April 8, 2016, is **PARTIALLY DISCHARGED** as to the property described on the attached **Exhibit A, only**. This Partial Discharge of Construction Mortgage does not release, reduce, alter, dismiss or impair the underlying debt secured by the Construction Mortgage.

Dated this 28 day of November, 2017.

MORTGAGEE:

CIBC BANK USA, an Illinois state chartered bank

By: 
Name: Brian Lamberton
Its: Managing Director

30

[Notary signature appears on the following page]

OK-LB

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

Subscribed and sworn to before me this 28 day of November, 2017, by Brian Ramesbottom, the Managing Director of CIBC Bank USA f/k/a The PrivateBank and Trust Company, an Illinois state chartered bank, on behalf of the bank.

WENDY M. WOLCOTT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES OCT 1, 2021
ACTING IN COUNTY OF Oakland

Wendy m. Wolcott
Wendy m. Wolcott, Notary Public
Oakland County, MI
Acting in Oakland County
My Commission Expires: 10-01-2021

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Erin K. Collins, Esq.
Dykema Gossett PLLC
39577 Woodward Ave., Ste. 300
Bloomfield Hills, Michigan 48304

EXHIBIT A
DESCRIPTION OF REAL ESTATE

Land situated in the City of Novi, County of Oakland, State of Michigan, to-wit:

PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S00°00'00"W 441.50 FEET ALONG THE EAST LINE OF SECTION 12, ALSO BEING THE CENTERLINE OF HAGGERTY ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W 329.94 FEET ALONG SAID EAST LINE OF SECTION 12; THENCE S88°05'18"W 60.03 FEET; THENCE N00°00'00"E 329.94 FEET; THENCE N88°05'18"E 60.03 FEET TO THE POINT OF BEGINNING.

Being part of Tax Parcel No. 22-12-200-055

Commonly known as: 29293 Haggerty Road, Novi, Michigan

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Haggerty Holdings LLC, a Michigan limited liability company, whose address is 27750 Stansbury, Suite 200 Farmington Hills Michigan 48334 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" attached hereto and made a part hereof for public right-of-way purposes.

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 easements, building and use restrictions and other matters of record.

This Deed is exempt from transfer taxes by virtue of M.C.L.A. Section 207.505(a) and M.C.L.A. Section 207.526(a).

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 6th day of November, 2017.

Signed by:
Haggerty Holdings LLC, a
Michigan limited Liability Company



By: Ryan Dembs
It's: Authorized Representative

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 6th day of November, 2017, by Ryan Dembs, the Authorized Signatory of Haggerty Holdings LLC, a Michigan limited liability company.

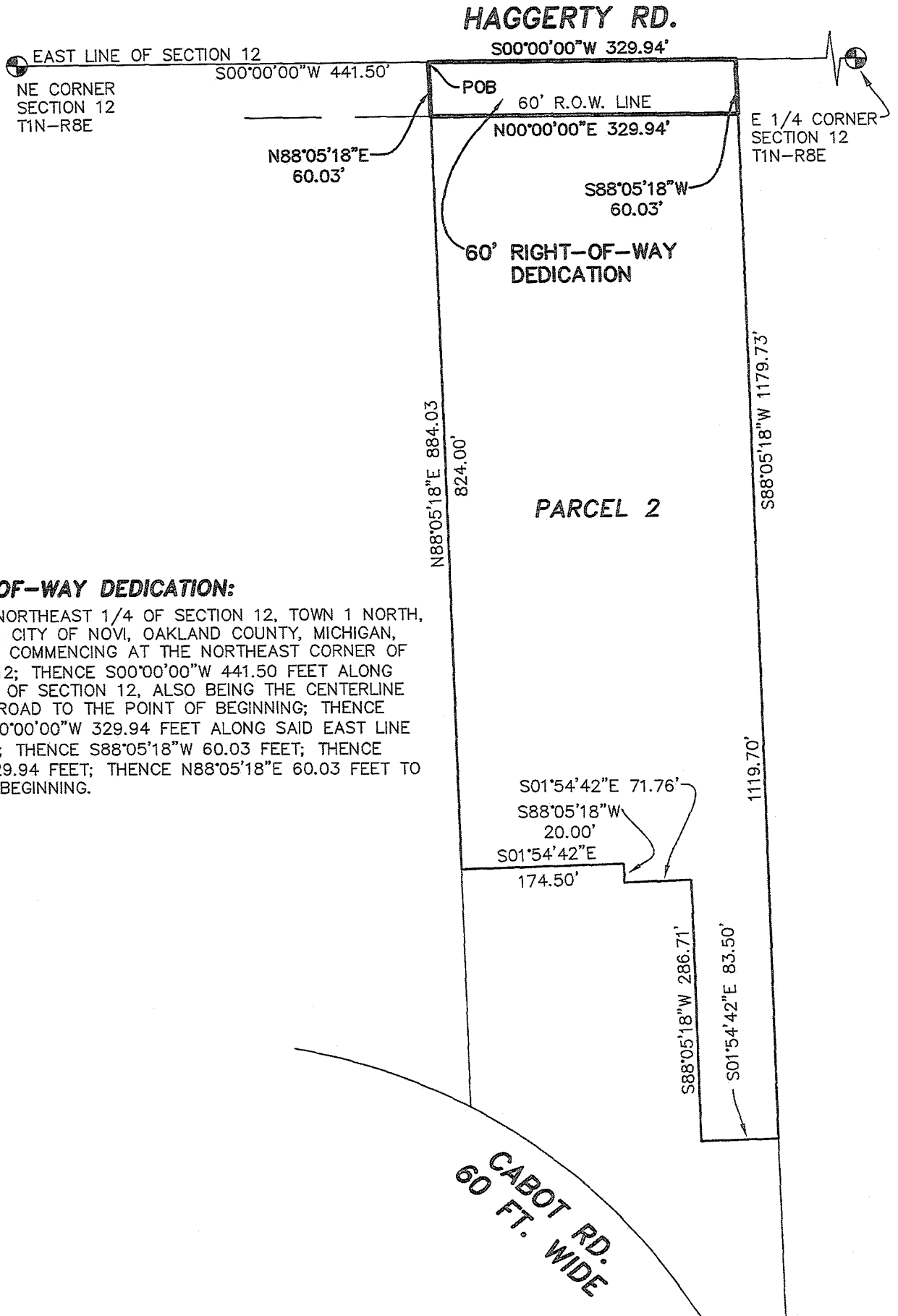
COLLETTE LASALA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires June 14, 2023

Collette Lasala
Notary Public Collette Lasala
Oakland County, Michigan
My Commission Expires: 6-14-22

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 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
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Part of Tax Parcel No. _____
Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A



60' RIGHT-OF-WAY DEDICATION:

PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S00°00'00"W 441.50 FEET ALONG THE EAST LINE OF SECTION 12, ALSO BEING THE CENTERLINE OF HAGGERTY ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W 329.94 FEET ALONG SAID EAST LINE OF SECTION 12; THENCE S88°05'18"W 60.03 FEET; THENCE N00°00'00"E 329.94 FEET; THENCE N88°05'18"E 60.03 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: DEMBS DEVELOPMENT, INC.	DATE: 2/21/17
R.O.W. DEDICATION	DRAWN BY: JRV
	CHECKED BY: JDH
29293 HAGGERTY RD. SECTION: 12 TOWNSHIP: 1N RANGE: 8E CITY OF NOVI OAKLAND COUNTY MICHIGAN	0 75 150
	FBK: 1 / 1
	CHF: 14-346
	SCALE HOR 1"=150 FT. VER 1"= - FT.



Title Connect LLC
a title insurance agency

Schedule A

Agents for:
FIRST AMERICAN TITLE INSURANCE
COMPANY

Issued by:
Title Connect, LLC.
28470 W. 13 Mile Road, Suite 325
Farmington Hills, MI 48334
(248) 642-3256

Issue Date:
January 31, 2017
2006 ALTA COMMITMENT

Commitment No.: TC13-69520

Effective Date: January 17, 2017 at 8:00 A.M.

1. Policy or Policies to be issued:	<u>AMOUNT</u>
a. ALTA Owner's Policy of Title Insurance (6-17-06):	\$ TBD
Proposed Insured: TBD	
ALTA Loan Policy of Title Insurance (6-17-06):	\$TBD
Proposed Insured:	W/O STANDARD EXCEPTIONS

2. The estate or interest in the land described or referred to in this Commitment is:
Fee Simple

3. Title to the estate or interest in the land is at the Effective Date vested in:
Haggerty Holdings, LLC, a Michigan limited liability company

4. The land referred to in this Commitment is described as follows:
Land located in the City of Novi, County of Oakland, State of Michigan,
described as:

Part of the Northeast 1/4 of Section 12, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northeast Corner of said Section 12; thence South 00 degrees 00 minutes 00 seconds West 441.50 feet along the East line of Section 12, also being the centerline of Haggerty Road to the Point of Beginning; thence continuing South 00 degrees 00 minutes 00 seconds West 329.94 feet along said East line of Section 12; thence South 88 degrees 05 minutes 18 seconds West 1179.73 feet; thence North 01 degrees 54 minutes 42 seconds West 83.50 feet; thence North 88 degrees 05 minutes 18 seconds East 286.71 feet; thence North 01 degrees 54 minutes 42 seconds West 71.76 feet; thence North 88 degrees 05 minutes 18 seconds East 20.00 feet; thence North 01 degrees 54 minutes 42 seconds West 174.50 feet; thence North 88 degrees 05 minutes 18 seconds East 884.03 feet along the South line of "Garvey's

Schedule A
Continuation

2006 ALTA COMMITMENT

Commitment No.:<<ccommitno>>

**Acres Sub", a subdivision as recorded in Liber 84 of Plats, Page 3, Oakland
County Records to the Point of Beginning.**

Schedule B – Section I Requirements

2006 ALTA COMMITMENT

Commitment No.: TC13-69520

The following requirements to be complied with:

Comply with the general requirements as set forth on the inside cover to this title commitment.

Specific Requirements:

1. Pay all premiums, fees and charges for the policy.
 2. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
 3. Payment of all taxes and/or assessments as indicated unless shown as paid. All taxes indicated as due are base amounts only, penalty and interest, if any, will be added at the time of closing.
 4. Disclose, in writing, any interest of others to this property that you have knowledge of that is not included in this Commitment. We may then make additional requirements or exceptions.
 5. 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.
 - 6. Provide Company with fully executed copy of Purchase Agreement.**
 - 7. Provide company with a final meter reading and a receipt indicating all amounts are paid in full prior to closing. If the final meter reading and a paid in full receipt is not provided before closing the following Exception will appear on the final Policy.**
- NOTE: This Policy does not insure against any delinquent or current water charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water bill prior to Closing.**
- 8. Submit a copy of the Operating Agreement of Haggerty Holdings, LLC, a Michigan limited liability company. Further Requirements may be made upon review of the Operating Agreement.**
 - 9. Submit Limited Liability Company's Resolution from Haggerty Holdings, LLC, a Michigan limited liability company, authorizing said Limited Liability Company's to buy/sell/mortgage captioned property and further authorizing a designated member(s) to act on behalf of said company.**
 - 10. Submit evidence that Haggerty Holdings, LLC, a Michigan limited liability company is in good standing. Certificate of Good Standing should not be older than six (6) months.**
 - 11. Record Warranty Deed from Haggerty Holdings, LLC, a Michigan limited liability company to Proposed Purchaser.**
 - 12. Record mortgage, if any to be insured from Proposed Purchaser(s) to Proposed Insured Lender.**

13. Record Discharge of the Mortgage in the original amount of \$12,000,000.00 executed by Haggarty Holdings, LLC, a Michigan limited liability company to The PrivateBank and Trust Company dated March 30, 2016, and recorded April 8, 2016, in Liber 49236, Page 828, Oakland County Records.

14. Record Discharge of the Assignment of Rents executed by Haggarty Holdings LLC, a Michigan limited liability company to The Private Bank and Trust Company dated March 30, 2016, and recorded April 8, 2016, in Liber 49236, Page 845, Oakland County Records.

15. Furnish Sworn Statement and Waivers of Lien, satisfactory to the Company, showing payment or release of lien rights covering improvements made on the subject property.

16. Record Release of Notice of Commencement by Haggart Holdings, LLC dated March 11, 2016, recorded April 8, 2016 in Liber 49236, Page 852, Oakland County Records.

NOTE FOR INFORMATION: In the event we receive a request to delete the Standard Exceptions on an Owner's Policy insuring commercial property, we will require an ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A; in the alternative, we will accept a prior survey, with an Affidavit of No New Improvements, with said Affidavit addressed to Title Connect, LLC and also to our underwriter, referenced on Schedule A.

With respect to the issuance of any "survey-based" endorsements for either an Owner's Policy or for a Loan Policy insuring commercial property, we will require a currently-dated ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A.

17. PAY THE FOLLOWING TAXES AND ASSESSMENTS AS INDICATED UNLESS SHOWN AS PAID. ALL TAXES INDICATED AS DUE ARE BASE AMOUNTS ONLY. PENALTY AND INTEREST, IF ANY WILL BE ADDED AT TIME OF CLOSING:

29293 Haggerty
Novi, MI

Parcel ID Number: 55-22-12-200-055

Taxes are:

2016 Winter Amount: \$298.45 Due

2016 Summer Amount: \$19,010.74 Paid

Special Assessments: None

Schedule B-Section II Exceptions

2006 ALTA COMMITMENT

Commitment No.: **TC13-69520**

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

Standard Exceptions:

- A. Rights or claims or claims of parties in possession not shown by the Public Records.
- B. Any encroachment, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
- C. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
- D. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- E. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- F. Taxes or assessments which are not shown as existing liens by the Public Records; proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- G. Taxes and assessments that are not yet due and payable

Specific Exceptions:

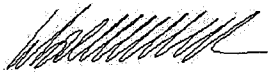
1. The Company does not make any representation as to the value of the property.
2. **Rights of the public and any governmental unit in any part of the land taken, deeded or used for street, road or highway purposes.**
3. **Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(2) of the Subdivision Control Act of 1967, as amended.**
4. **Taxes which are a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the date of the commitment, including all assessments for weed cutting, grass cutting or any other matters for which City services were provided but not assessed against the tax rolls prior to the effective date of the Commitment.**

5. Rights of tenants under any unrecorded leases.
6. Terms, conditions, provisions, easements and right of ways in favor of The Detroit Edison Company and Michigan Bell Telephone Company as recited in Joint R/W dated March 12, 1971 and recorded October 26, 1971 in Liber 5753, Page 634, Oakland County Records.
7. Terms, conditions, provisions, easements and right of ways in favor of The Detroit Edison Company and Michigan Bell Telephone Company as recited in Joint R/W dated February 25, 1971 and recorded October 26, 1971 in Liber 5753, Page 635, Oakland County Records.
8. Terms, conditions, provisions, easements and right of ways as contained in Easement Agreement dated January 8, 2001 and recorded March 15, 2001 in Liber 22485 Page 208, Oakland County Records.
9. Terms, conditions, provisions, easements and right of ways as recited in Easement Agreement dated April 3, 2001 and recorded April 13, 2001 in Liber 22667 Page 156, Oakland County Records.
10. Terms, conditions, provisions, easements and right of ways as contained in Amendment to Easement Agreement dated May 11, 2001 and recorded May 22, 2001 in Liber 22900 Page 249, Oakland County Records.
11. Terms, conditions, provisions, easements and right of ways as recited in Amended and Restated Easement Agreement dated May 11, 2001 and recorded May 22, 2001 in Liber 22900 Page 255, Oakland County Records.
12. Terms, conditions, provisions, easements and right of ways as contained in First Amendment to Second Amended and Restated Easement Agreement dated September 4, 2003 and recorded May 25, 2005 in Liber 35567 Page 632, Oakland County Records.
13. Terms, conditions, provisions, easements and right of ways as recited in Second Amended and Restated Easement Agreement dated August 30, 2001 and recorded May 25, 2005 in Liber 35567 Page 637, Oakland County Records.
14. Terms, conditions, provisions of DTE Electric Company Underground Easement (Right of Way) as set forth in instrument recorded in Liber 50125, Page 341, Oakland County Records.

For Lender's Title Policy only:

Title Connect LLC is expressly not an agent of the insured Lender, or assignee of the insured Lender, either expressed nor implied, to ensure their compliance with any of the Anti-Terrorism laws (means any law relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery) notwithstanding any language in the closing instructions to the contrary. This disclaimer will only be provided with this commitment and not repeated on the final Title Insurance Policy.

**COUNTERSIGNED:
TITLE CONNECT, LLC.**



AUTHORIZED SIGNATORY

NOTE: TITLE CONNECT CHARGES A TITLE PRODUCTION FEE FOR THIS TITLE COMMITMENT THAT WILL ONLY BE WAIVED IF A TITLE POLICY IS ISSUED AND PAID FOR PURSUANT TO THIS TITLE COMMITMENT. THE FEE FOR THIS SERVICE IS \$125.00 FOR RESIDENTIAL PROPERTY AND \$500.00 FOR COMMERCIAL PROPERTY. IF NO TITLE POLICY IS ISSUED AND PAID FOR THEN THIS FEE WILL BE DUE AND PAYABLE 180 DAYS AFTER THE EFFECTIVE DATE OF THIS COMMITMENT – UNLESS WAIVED, IN WRITING, BY THE PRESIDENT OF TITLE CONNECT, LLC.

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

February 23, 2017

Theresa Bridges, PE
City Civil Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Autoneum - Document Review
Novi # JSP14-0080
SDA Job No. NV16-210
EXHIBITS APPROVED PENDING RECEIPT OF SIGNED ORIGINALS

Dear Mr. Jones:

We have reviewed the following document package received by our office on February 23, 2016 against the submitted plan set. We offer the following comments:

Submitted Documents:

1. Warranty Deed for Road Right-of-Way – Haggerty Road – (unexecuted: exhibit dated 2/21/2017) – Exhibits Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER


Brittany Allen, EIT
Engineer

Cc (via Email): George Melistas, City Engineering Senior Manager
Cortney Hanson, City Clerk
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Theresa Bridges, City Construction Engineer
Darcy Rehtien, City Construction Engineer
Angie Pawlowski, City Community Development Bond Coordinator
Thomas Gizoni, PE, Alpine Engineering, Inc.