

THOMAS R. SCHULTZ
tschultz@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

MEMORANDUM

CONFIDENTIAL CORRESPONDENCE ATTORNEY-CLIENT PRIVILEGE

TO: Mayor Gatt
Novi City Council

FROM: Thomas R. Schultz, Esq.

RE: Weiss Parcel

DATE: October 12, 2023

This is an update on the purchase of the Weiss parcel (on Meadowbrook south of Grand River. The environmental came back clean. The survey was referred out to OHM, but they uncovered a survey from 1997, prepared by Sieber Keast, that shows the appropriate information to confirm the boundaries of the property (see attached), so we did not secure a full ALTA survey in addition to that.

The title commitment is also attached. It does indicate that there are some issues, which relate to the Building and Use Restrictions and Covenants and perhaps the wetland conservation easement. As you can see, the Restrictions essentially promise that the property will not be used for any purpose other than single-family use, with various specific restrictions. ***We have proceeded with the understanding that the City will not be using the property for any active use***, and that the property is being acquired essentially to ***preserve it in its natural state***. Because of that-- and given that the City will be using tree fund monies because of the preservation intent—we did not file any objections to the title work because of the restrictions.

Assuming that the City wants to proceed with the purchase despite these limitations on future use, we intend to proceed with the necessary actions to close on the purchase by the agreed upon date of December 15—or actually more likely within the next few weeks. If there are issues or concerns, please contact me directly, otherwise we'll proceed toward the closing on this property as a conservation/preservation area.

TRS:jah
Attachments

 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Kenneth D. DeGiorgio, President



Lisa W. Cornehl, Secretary

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

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "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 counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company 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.

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.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



- (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>.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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





First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Title Connect, LLC

Issuing Office's ALTA® Registry ID:

Commitment No.: TC13-108806

Property Address: Vacant Meadowbrook Road, Novi, MI 48375

Revision No.:

Issuing Office: 28470 West 13 Mile Road, Suite 325, Farmington Hills, MI 48334

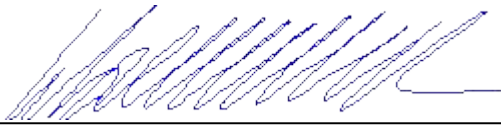
Loan ID No.:

Issuing Office File No.: TC13-108806

SCHEDULE A

1. Commitment Date: 05/31/2023 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6-17-06)
Proposed Insured: **City of Novi**
Proposed Policy Amount: **\$295,000.00**
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:
[DSW Land Co., L.L.C., a Michigan limited liability company and DSW Land LLC, a Michigan limited liability company](#)
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Authorized Signatory

Walter D. Quillico

Title Connect, LLC

Issuing Agent

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: TC13-108806

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.

Duly Authorized and Executed Warranty Deed from Recited Owner(s) to Proposed Insured to be executed and recorded at closing.

5. Pay unpaid taxes and assessments unless shown as paid.
6. The full gap coverage set forth in the 2006 ALTA Loan Policy (the "Policy") will be provided to the insured lender provided that the Title Agent closes and disburses the loan secured by the mortgage to be insured and the insured lender has in its possession a closing protection letter which has not been canceled. This gap coverage is specifically referenced in paragraph 14 of the Covered Risks of the Policy and provides "Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records". The Policy will only include exceptions disclosed by this commitment and any amendments to or updates of this commitment provided to you prior to closing.
7. Provide Company with fully executed copy of Purchase Agreement.
8. 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, past due or current water/sewer charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water/sewer bill prior to Closing.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: TC13-108806

SCHEDULE B, PART I

Requirements (Continued)

9. Submit a copy of the Operating Agreement of DSW Land Co., L.L.C.. Further Requirements may be made upon review of the Operating Agreement.

Submit Limited Liability Company's Resolution from DSW Land Co., L.L.C., 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.

Submit evidence that DSW Land Co., L.L.C. is in good standing. Certificate of Good Standing should not be older than six (6) months.

10. Submit a copy of the Operating Agreement of DSW Land LLC. Further Requirements may be made upon review of the Operating Agreement.

Submit Limited Liability Company's Resolution from DSW Land LLC, 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.

Submit evidence that DSW Land LLC is in good standing. Certificate of Good Standing should not be older than six (6) months.

11. Submit a Resolution from the City of Novi authorizing said municipality to buy captioned property and further authorizing a designated officer to act on behalf of said municipality.

12. Please be advised that our search did not disclose any open mortgage of record. If you should have knowledge of any outstanding obligation, please contact the Company immediately. We reserve the right to make further requirements pertaining to this matter which may include, but is not limited to, an affirmative representation that this property is not encumbered by a mortgage interest.

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 a currently-dated ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A; in the alternative, we may accept a prior ALTA 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.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: TC13-108806

SCHEDULE B, PART I

Requirements (Continued)

NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

13. 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:

Parcel ID Number: 22-24-301-013 C/K/A: V/L Meadowbrook Rd, Novi, MI 48375

Taxes are:

2022 Winter Amount: \$901.17 Paid

2022 Summer Amount: \$2,367.26 Paid

Special Assessments: None

Principal Residence Exemption (PRE) 0.00%

NOTE: The Property address listed is provided solely for informational purposes, without warranty as to accuracy or completeness and is not hereby insured.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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





First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BII

Commitment No.: TC13-108806

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, shortages 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. Rights of the public and any governmental unit in any part of the land taken, deeded or used for street, road or highway purposes.
8. 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.
9. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
10. 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.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: TC13-108806

SCHEDULE B, PART II

Exceptions (Continued)

11. 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 Policy, 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 Policy.
12. This Policy does not insure against any delinquent, past due or current water/sewer charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water/sewer bill prior to Closing.
13. This policy does not insure over loss, costs, damages or expenses to the insured party hereunder which may result from any audit conducted by the applicable county treasurer regarding reassessment of real property taxes for captioned land including, but not limited to, a denial of any prior principal residence exemption
14. Rights of tenants under any unrecorded leases.
15. Easement in favor of the City of Novi, and the terms, conditions and provisions contained therein, recorded in [Liber 7082, page 542](#) .
16. Easement in favor of the City of Novi, and the terms, conditions and provisions contained therein, recorded in [Liber 7082, page 566](#) .
17. Easement in favor of the City of Novi, and the terms, conditions and provisions contained therein, recorded in [Liber 9904, page 463](#) .
18. Covenants, conditions and restrictions and other provisions as contained in instrument recorded in [Liber 16867, page 297](#) , as re-recorded in [Liber 21163, page 160](#) . Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.
19. Terms, conditions and provisions contained in Grant of Easement recorded in [Liber 16950, page 345](#) .
20. Terms, conditions and provisions contained in Wetlands Conservation Easement recorded in [Liber 16950, page 351](#) , as re-recorded in [Liber 21163, page 115](#) .

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule C	

Commitment No.: TC13-108806

The land is described as follows:

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

Part of the Southwest 1/4 of Section 24, Town 1 North, Range 8 East, described as beginning at a point distant North 00 degrees 03 minutes 18 seconds East 1518.44 feet from the Southwest Section corner; thence North 00 degrees 03 minutes 18 seconds East 508.87 feet; thence South 89 degrees 56 minutes 42 seconds East 60.00 feet; thence South 62 degrees 39 minutes 04 seconds East 167.69 feet; thence South 59 degrees 43 minutes 08 seconds East 146.22 feet; thence South 89 degrees 56 minutes 42 seconds East 137.40 feet; thence South 00 degrees 03 minutes 18 seconds West 283.33 feet; thence South 44 degrees 26 minutes 07 seconds West 100.66 feet; thence South 89 degrees 36 minutes 57 seconds West 402.38 feet to the point of beginning.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.





Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

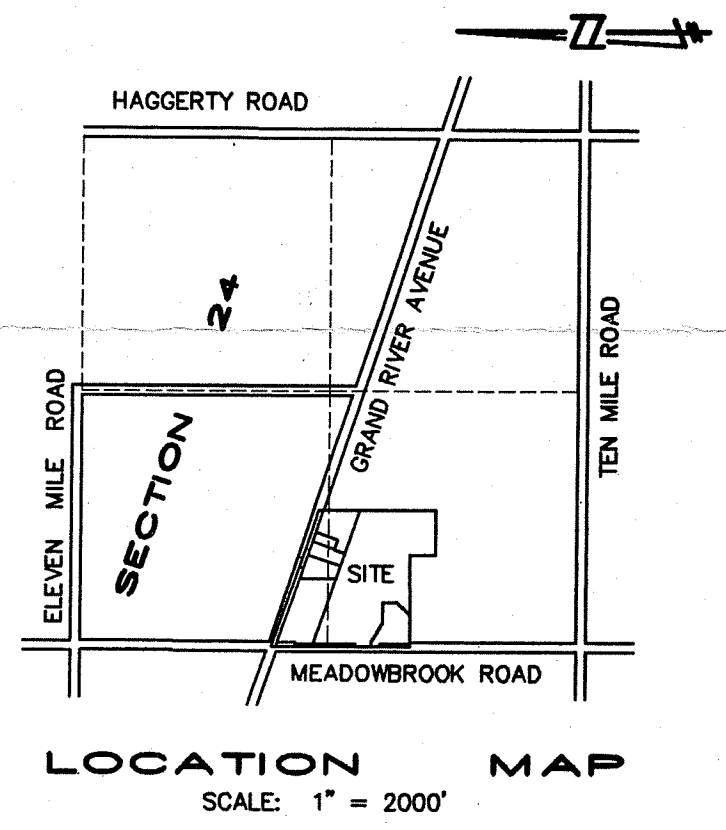
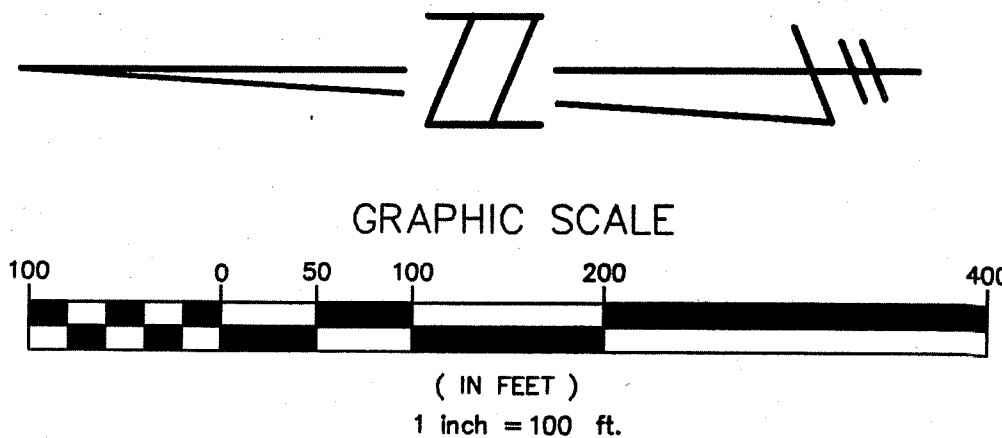
Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

SW 1/4 Sec. 24 Novi Large Survey 2206245W(3)



- LEGEND
- EXISTING ELEVATIONS
 - EXISTING CONTOURS
 - EX. WATER MAIN
 - EX. STORM SEWER
 - EX. SANITARY SEWER
 - MANHOLE
 - CATCH BASIN
 - G.V.W.
 - HYDRANT
 - UTILITY POLE
 - GUY WIRE
 - LIGHT POLE
 - FENCE
 - TREE (CONIFEROUS)
 - TREE (DECIDUOUS)
 - FD. IRON
 - SET IRON

LEGAL DESCRIPTION
PARCEL "A"

A part of the Southwest 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southwest Corner of said Section 24; thence North 00°03'18" East, 1518.44 feet, along the West line of said Section 24, and the centerline of Meadowbrook Road, to the POINT OF BEGINNING; thence continuing North 00°03'18" East, 508.87 feet, along the West line of said Section 24, and the centerline of said Meadowbrook Road; thence South 89°56'42" East, 60.00 feet; thence South 62°39'04" East, 187.69 feet; thence South 89°56'42" East, 146.22 feet; thence South 89°56'42" East, 137.40 feet; thence South 00°03'18" West, 283.33 feet; thence South 44°26'07" West, 100.66 feet; thence South 89°56'57" West, 402.38 feet, to the point of beginning. All of the above containing 4.509 Acres. All of the above being subject to the rights of the public in Meadowbrook Road. All of the above being subject to easements, restrictions and right-of-ways of record.

LEGAL DESCRIPTION
PARCEL "B"

A part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southwest Corner of said Section 24; thence North 00°03'18" East, 2027.31 feet, along the West line of said Section 24, and the centerline of Meadowbrook Road, to the POINT OF BEGINNING; thence continuing North 00°03'18" East, 605.87 feet, along the West line of said Section 24, and the centerline of said Meadowbrook Road; thence South 89°56'42" East, 60.00 feet; thence South 62°39'04" East, 187.69 feet; thence South 89°56'42" East, 146.22 feet; thence South 89°56'42" East, 137.40 feet; thence South 00°03'18" West, 283.33 feet; thence South 44°26'07" West, 100.66 feet; thence South 89°56'57" West, 402.38 feet, to the point of beginning. All of the above containing 38.995 Acres. All of the above being subject to the rights of the public in Meadowbrook Road. All of the above being subject to easements, restrictions and right-of-ways of record.

LEGAL DESCRIPTION
Parcel "C"

A part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southwest Corner of said Section 24; thence North 00°03'18" East, 2833.18 feet, along the West line of said Section 24, and the centerline of Meadowbrook Road, to the West 1/4 Corner of said Section 24; thence North 00°01'09" West, 160.04 feet, along the West line of said Section 24, and the centerline of said Meadowbrook Road; thence South 70°57'55" East, 1225.80 feet; thence South 71°12'55" East, 56.54 feet, to the point of beginning; thence North 18°47'09" East, 150.00 feet; thence South 71°12'55" East, 125.00 feet; thence North 18°47'09" East, 300.00 feet, to the point of beginning. All of the above containing 9.328 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record.

LEGAL DESCRIPTION
Parcel "D"

A part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southwest Corner of said Section 24; thence North 00°03'18" East, 2833.18 feet, along the West line of said Section 24, and the centerline of Meadowbrook Road, to the West 1/4 Corner of said Section 24; thence North 00°01'09" West, 160.04 feet, along the West line of said Section 24, and the centerline of said Meadowbrook Road, to the point of beginning; thence continuing North 00°01'09" West, 226.08 feet, along the West line of said Section 24, and the centerline of said Meadowbrook Road; thence North 89°56'57" East, 60.00 feet; thence North 00°01'09" East, 229.28 feet, (solid line being 60.00 feet East of and parallel to, the West line of said Section 24 and the centerline of said Meadowbrook Road), to a point on the Southerly right-of-way of said Grand River Avenue (50.00 feet 1/2 right-of-way); thence South 70°57'55" East, 871.76 feet, along the Southerly right-of-way of said Grand River Avenue; thence South 00°02'49" West, 475.89 feet; thence South 70°57'55" East, 291.14 feet; thence South 71°12'55" East, 56.54 feet; thence North 18°47'09" East, 150.00 feet; thence South 71°12'55" East, 125.00 feet; thence North 18°47'09" East, 300.00 feet, to a point on the Southerly right-of-way of said Grand River Avenue; thence South 71°12'55" East, 305.54 feet, along the Southerly line of said Grand River Avenue; thence South 00°00'35" East, 1467.08 feet, along an extension of and the Westerly line of "Willowbrook Farm Subdivision", as recorded in Liber 254 of Plots, on Pages 1, 2, 3, 4 and 5, Oakland County Records; thence South 89°37'00" West, 572.10 feet, along said "Willowbrook Farm Subdivision" and "Willowbrook Estates Subdivision", as recorded in Liber 74 of Plots, on Pages 21 and 22, Oakland County Records, to a boundary corner of said "Willowbrook Estates Subdivision"; thence North 00°00'00" East, 334.74 feet, along an extension of the boundary of said "Willowbrook Estates Subdivision", thence South 89°36'57" West, 791.65 feet; thence North 44°26'07" East, 100.66 feet; thence North 00°03'18" East, 283.33 feet; thence North 89°56'42" East, 137.40 feet; thence North 89°56'42" East, 146.22 feet; thence North 89°56'42" East, 137.40 feet; thence North 00°03'18" West, 283.33 feet; thence North 44°26'07" West, 100.66 feet; thence North 89°56'57" West, 402.38 feet, to the point of beginning. All of the above containing 4.509 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record.

ZONING

R - 4 (ONE FAMILY RESIDENTIAL DISTRICT)
FRONT 30' (b)
SIDE (b) (c) (t)
REAR 35' (b)

I - 1 (LIGHT INDUSTRIAL DISTRICT)
FRONT 40' (h) (m)
SIDE (c) (i) (m)
REAR (i) (l) (m)

OS - 1 (OFFICE SERVICE DISTRICT)
FRONT 20'
SIDE 15' (c)
REAR 20' (l)

SEE ZONING ORDINANCE FOR VARIOUS RESTRICTIONS THAT MAY AFFECT SETBACKS.



REVISIONS	
NO.	DATE
1. REVISE PARCEL A AND B.	6/22/99

SCALE: 1" = 100'
DATE: MAY 14, 1997
JOB NO.: 93-087
DWG FILE: 93-087PD
DRAWN BY: DSW
CHECK: MLM
SHEET: 1

PARCEL DIVISION

SECTION 24, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY MICHIGAN

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48378-2123
(248) 473-7880