



CITY of NOVI CITY COUNCIL

Agenda Item B
October 23, 2017

SUBJECT: Approval of a First Amendment to Storm Drainage System Maintenance Agreement for Meadowbrook Corporate Park located on the east side of Meadowbrook Road, north of I-96 (parcel 50-22-13-100-032).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Meadowbrook Road Investors, LLC, the developer of the Meadowbrook Corporate Park, requests approval of a First Amendment to Storm Drainage System Maintenance Agreement for Meadowbrook Corporate Park located on the east side of Meadowbrook Road, north of I-96, to comply with the conditions of site plan approval.

The First Amendment to Storm Drainage System Maintenance Agreement adds land and storm drainage facilities to the scope of the original Agreement pursuant to the development of additional land, having occurred in 2008.

The enclosed amendment has been favorably reviewed by the City Attorney as described in the August 22, 2017 letter from Beth Saarela. It has also been reviewed by the Engineering Division, and is recommended for approval.

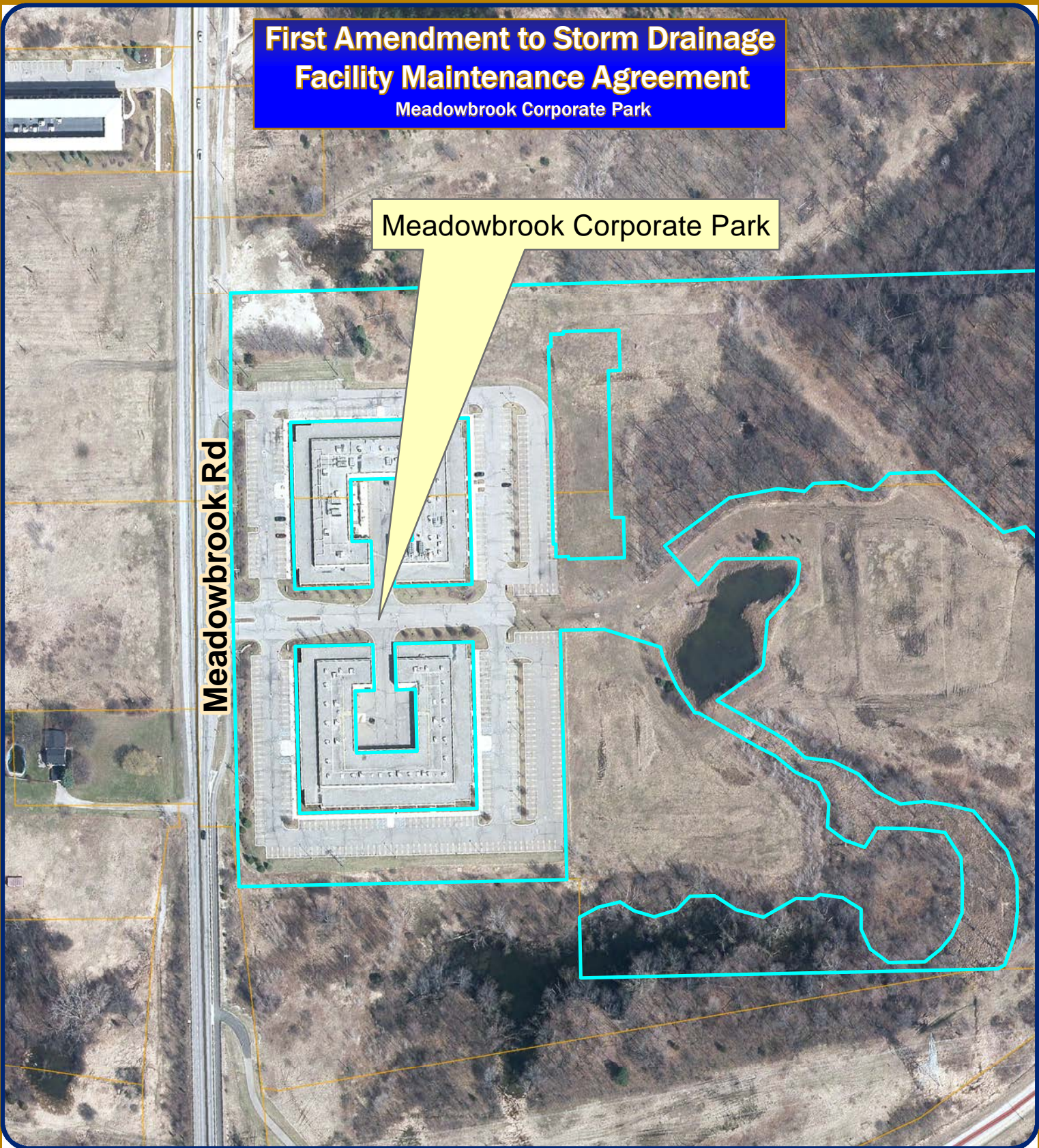
RECOMMENDED ACTION: Approval of a First Amendment to Storm Drainage System Maintenance Agreement for Meadowbrook Corporate Park located on the east side of Meadowbrook Road, north of I-96 (parcel 50-22-13-100-032).

First Amendment to Storm Drainage Facility Maintenance Agreement

Meadowbrook Corporate Park

Meadowbrook Corporate Park

Meadowbrook Rd

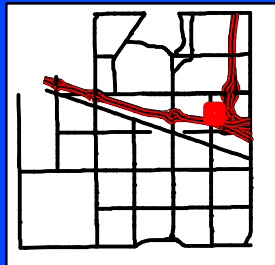


Map Author: Theresa Bridges
Date: October 13, 2017
Project:
Version #:

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



1 inch = 208 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

August 22, 2017

George D. Melistas, Engineering Senior Manager
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

Re: Meadowbrook Corporate Park – Acceptance Documents SP06-05

Dear Mr. Melistas:

We are enclosing the following **original** acceptance documents for the Meadowbrook Corporate Park Development:

1. Water System Easement
2. Sanitary Sewer System Easement
3. First Amendment to Storm Drainage System Maintenance Agreement

We are also enclosing the copy of the developer's title commitment for the property, dated November 30, 2006.

Please note that, as explained in the enclosed correspondence from October 20, 2007, we have not received a Bill of Sale for the facilities and/or Maintenance and Guarantee Bond because at the time the easements were submitted, the utilities were not yet constructed and the project was postponed indefinitely.

Although it is our understanding that the project eventually went forward in 2008 and was constructed in accordance with the enclosed aerial photograph, the additional documents were not provided in connection with this site plan. In all events, a current search of title for the Meadowbrook Corporate Park Condominium shows that no easements have been recorded for the Condominium.

The enclosed easements may be accepted at this time if the easement descriptions are consistent with the utilities that were eventually constructed on the site and the utilities have been inspected and approved. Even though ownership has changed

multiple times since the original easements were submitted, the Condominium Association executed the easements in accordance with Article VII, Section 4 of the Master Deed for the Meadowbrook Corporate Park Condominium. The Association is still an active corporate entity and therefore, subject to confirmation of the location of the utilities, the easements are likely still valid.

Although acceptance of the easements will be without the provision of a Bill of Sale conveying the facilities or Maintenance Bond, the easements are sufficient to provide the City with access to the facilities in the event of a needed repair.

The First Amendment to Storm Drainage Maintenance Agreement was provided for the purpose of amending an existing recorded Storm Drainage Maintenance Agreement (Liber 26261, Page 213, Oakland County Records) for the purpose of adding land and storm drainage facilities to the scope of the original Agreement. In the event that the facilities were constructed on the land described in the First Amendment, the First Amendment to Storm Drainage Maintenance Easement Agreement may be placed on an upcoming City Council Agenda for acceptance, and subsequently recorded with Oakland County Records in the usual manner.

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Kirsten Mellem, Planner (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)\
Aaron Staup, Construction Engineer (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

City of Novi



MAP INTERPRETATION NOTICE

The 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 Professional Surveyor as defined in Michigan Public Act 122 of 1970 as amended. Please contact the City GIS Manager for more information and accuracy in the information related to this map.



1 inch = 376 feet



Map Print Date:
8/22/2017



City of Novi

45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

**FIRST AMENDMENT TO STORM DRAINAGE SYSTEM
MAINTENANCE AGREEMENT**

This First Amendment to Storm Drainage System Maintenance Agreement entered into this ____ day of _____, 2007, by and between the **CITY OF NOVI**, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 ("City"), and **MEADOWBROOK ROAD INVESTORS, LLC**, a Michigan limited liability company, whose address is 30100 Telegraph Road, Suite 366, Bingham Farms, Michigan 48025 ("Proprietor").

On July 13, 2002, City and Proprietor entered into a Storm System Maintenance Agreement, recorded August 8, 2002 at Liber 26261, Page 213, Oakland County Records, which provided, among other things, for the Proprietor to inspect and maintain a certain Vortechs System Proprieter has installed in its office and technology park to provide for the treatment of storm water, and to grant City, its employees, agents, independent contractors, successors and assigns, an irrevocable license to enter Proprietor's land for the purpose of inspecting and maintaining the Vortechs System, all as more particularly described in the Storm Drainage System Maintenance Agreement.

Proprietor wishes to add additional land to the office and technology park that Proprietor is developing within the City of Novi. As a condition of granting site plan approval for the inclusion of the additional land that Proprietor wishes to include in its Development, City has requested Proprietor to amend the Storm Drainage System Maintenance Agreement to make the additional land subject to the Storm Drainage System Maintenance Agreement. Proprietor is willing to do so.

NOW, THEREFORE, in consideration of the foregoing, City and Proprietor agree that the Storm Drainage System Maintenance Agreement recorded at Liber 26261, Page 213, Oakland County Records, be and hereby is amended as follows:

1. Recital A is modified so that the Development shall consist of the following real estate:

PARCEL NO. 22-13-100-031

A PART OF THE NORTHWEST 1/4 OF SECTION 13, T-1-N., R-8-E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE N.01°47'33"W., 329.52 FEET ALONG THE WEST LINE OF SAID SECTION 13; THENCE N.86°34'29"E., 1381.73 FEET; THENCE S.01°53'45"E., 332.62 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 13; THENCE S.86°42'14"W., 1382.24 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

and

PARCEL NO. 22-13-301-021

A PART OF THE SOUTHWEST 1/4 OF SECTION 13, T-1-N., R-8-E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 13, N.86°42'14"E., 1382.24 FEET; THENCE S.01°53'45"E., 777.09 FEET; THENCE S.86°54'29"W., 765.73 FEET; THENCE N.03°06'50"W., 157.00 FEET; THENCE S.86°54'28"W., 541.10 FEET; THENCE N.08°18'11"W., 98.30 FEET; THENCE S.86°53'28"W., 50.00 FEET TO A POINT ON THE WEST LINE OF SECTION 13; THENCE ALONG SAID WEST LINE N.03°06'50"W., 517.12 FEET TO THE POINT OF BEGINNING.

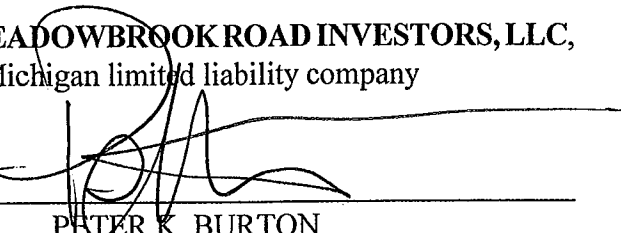
2. Attached hereto as Exhibit A is an Annual Estimated Budget for the cost of carrying out the inspection and maintenance activities described in the Storm Drainage System Maintenance Agreement for the calendar years 2007, 2008 and 2009.
3. Capitalized terms used in this First Amendment and not otherwise defined shall have the means set forth in the Storm Drainage System Maintenance Agreement.
4. As modified hereby, the terms and conditions of the Storm Drainage System Maintenance Agreement shall remain in full force and effect.

The undersigned have executed this First Amendment to Storm System Maintenance Agreement as of the day and year set forth above.

MEADOWBROOK ROAD INVESTORS, LLC,
a Michigan limited liability company

"Proprietor"

By _____


PETER K. BURTON
Manager

CITY OF NOVI, a Michigan municipal
corporation

By _____

Mayor

And _____

MARYANNE CORNELIUS

Clerk

"City"

(Acknowledgment contained
on next page)

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Acknowledged before me in Oakland County, Michigan on Jan 2nd 2007, by PETER K. BURTON, the Manager of MEADOWBROOK ROAD INVESTORS, LLC, a Michigan limited liability company, on behalf of said company.

Janet K Sauter
* JANET K. SAUTER
Notary Public, State of Michigan, County of Livingston
My Commission expires: 2-18-12
Acting in the County of Oakland

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Acknowledged before me in Oakland County, Michigan on _____, 2007, by _____ and MARYANNE CORNELIUS, the Mayor and Clerk, respectively, of CITY OF NOVI, a Michigan municipal corporation, on behalf of said corporation.

*
Notary Public, State of Michigan, County of _____
My Commission expires: _____
Acting in the County of Oakland

INSTRUMENT DRAFTED BY:

Daniel M. Share, Atty.
Barris, Sott, Denn & Driker, P.L.L.C.
211 West Fort Street, 15th Floor
Detroit, MI 48226-3281
(313) 965-9725

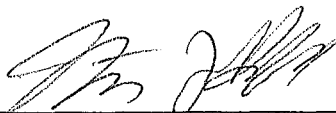
WHEN RECORDED RETURN TO:

Elizabeth M. Kudla
Secrest, Wardle, Lynch, Hampton, Truex & Morley
30903 Northwestern Highway, PO Box 3040
Novi, MI 48375

CONSENT TO MAINTENANCE AGREEMENT

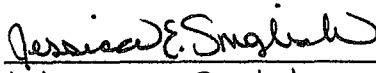
FIFTH THIRD BANK, a Michigan banking corporation formerly known as **FIFTH THIRD BANK EASTERN MICHIGAN**, formerly known as **OLD KENT BANK**, being the Mortgagee of the real estate described in Recital A, hereby consents to the foregoing First Amendment to Storm Drainage System Maintenance Agreement and agrees that its Mortgage, recorded in Liber 21893, Page 438, Oakland County Records, as amended at Liber 25783, Page 535, Oakland County Records, Liber 25833, Page 536, Oakland County Records, Liber 35914, Page 394, Oakland County Records and as amended and restated at Liber 37826, Page 641, shall be subject and subordinate to the Storm Drainage System Maintenance Agreement, as modified by the foregoing First Amendment to Storm Drainage System Maintenance Agreement.

FIFTH THIRD BANK

By 
Timothy J. Kalil
Its Vice President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Acknowledged before me in Oakland County, Michigan on January 17, 2007, by Timothy J. Kalil, the Vice President of FIFTH THIRD BANK, a Michigan banking corporation, on behalf of said bank.


* Jessica E. English
Notary Public, State of Michigan, County of Oakland
My Commission expires: 5/22/2013
Acting in the County of Oakland

CONSENT TO MAINTENANCE AGREEMENT

MEADOWBROOK CORPORATE PARK CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation, which now has responsibility to administer, operate, manage and maintain the common areas of Meadowbrook Corporate Park Condominium, designated as Oakland County Condominium Subdivision Plan No. 1485, hereby consents to the Storm Drainage System Maintenance Agreement, as modified by the foregoing First Amendment to Storm Drainage System Maintenance Agreement.

MEADOWBROOK CORPORATE PARK
CONDOMINIUM ASSOCIATION

By _____

Its PRESIDENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

Acknowledged before me in Oakland County, Michigan on Jan. 2nd, 2007, by PETER K BURTON, the PRESIDENT of MEADOWBROOK CORPORATE PARK CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation, on behalf of said corporation.

Jean K. Suter
*
Notary Public, State of Michigan, County of Livingston
My Commission expires: 2-18-12
Acting in the County of Oakland

EXHIBIT A

Estimated Budget

2007

<u>Activity</u>	<u>Cost</u>
Monthly Inspection	None*
Quarterly Removal of Sediment	\$800.00

2008

Quarterly Inspection	None*
Annual Removal of Sediment	\$200.00

2009

Annual Inspection	None*
Annual Removal of Sediment	\$200.00

*To be performed by Proprietor's Maintenance Staff.

Elizabeth M. Kudla, Atty.
August 17, 2007
Page 2

Once this project re-starts, I will be in touch and my client will be submitting a new Site Plan Application.

Thank you for staying on top of this matter.

Sincerely,

BARRIS, SOTT, DENN & DRIKER, P.L.L.C.



Daniel M. Share

DMS /jam
Enclosures
cc: Mr. Marlin Wroubel (w/o encl.)

October 20, 2007

30903 Northwestern Highway
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Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Daniel M. Share, Esquire
Barris, Sott, Denn & Driker
211 West Fort Street, Fifteenth Floor
Detroit, Michigan 48226-3281

**Re: Meadowbrook Corporate Park Condominium
Water and Sanitary Sewer Easements
First Amendment to Storm Drainage Facility Maintenance
Agreement
Our File No. 660093.NOV1**

Dear Mr. Share:

We are writing in response to your August 17, 2007 correspondence updating us on the status of utility installation for the Meadowbrook Corporate Park Condominium, Phase II. You have inquired regarding the status of easements submitted to the Planning Department for review by City Consultants. Because the Bill of Sale and Maintenance Bond have not been provided, apparently because no utilities exist, the easements have not been accepted by the City, and the Amendment to the Storm Drainage Facility Maintenance Agreement has not been approved by City Council. The original documents remain in our possession at this time and will not be recommended for acceptance until such time as the project moves forward and the required title work and Maintenance and Guarantee Bond have been provided. Since site plan approval has not been extended, we will return the original easements to you at your request. They may be resubmitted in the event site plan approval is granted on the same proposal.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

C: Maryanne Cornelius, Clerk
Marina Neumaier, Assistant Finance Director
Aaron Staup, Construction Engineering Coordinator
Dave Bluhm, Spalding DeDecker
Sarah Marchioni, Building Department
Thomas R. Schultz, Esquire

Sleeker, Sharon

From: Sleeker, Sharon
Sent: Tuesday, October 23, 2007 2:48 PM
To: 'mcorneilius@cityofnovi.org'; 'Neumaier, Marina'; 'astaup@cityofnovi.org'; 'dblum@spaldingdedecker.com'; 'Marchioni, Sarah'; Schultz, Thomas
Subject: Meadowbrook Corporate Park.Share Letter.PDF
Attachments: Meadowbrook Corporate Park.Share Letter.PDF # 992254

Sharon Sleeker
Assistant to Steven P. Joppich and Elizabeth M. Kudla
30903 Northwestern Highway
P.O.Box 3040
Farmington Hills, MI 48333-3040
(248) 851-9500, Extension 2629
ssleeker@secrestwardle.com

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Schedule B – Section I REQUIREMENTS

Commitment No.: 213436

General Requirements

The following requirements must be met:

- (a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Specific Requirements

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. SUBMIT A COPY OF THE OPERATING AGREEMENT OF LUNI VI, LLC, A MICHIGAN LIMITED LIABILITY COMPANY. FURTHER REQUIREMENTS MAY BE MADE UPON REVIEW OF THE OPERATING AGREEMENT.
2. SUBMIT A COPY OF THE OPERATING AGREEMENT OF MEADOWBROOK ROAD INVESTORS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY. FURTHER REQUIREMENTS MAY BE MADE UPON REVIEW OF THE OPERATING AGREEMENT.
3. SUBMIT SATISFACTORY EVIDENCE FROM THE CONDOMINIUM ASSOCIATION THAT THERE ARE NO OUTSTANDING ASSESSMENTS FOR ASSOCIATION DUES AND THAT THE ASSOCIATION HAS APPROVED THE SALE OF THE SUBJECT PROPERTY, IF SUCH APPROVAL IS REQUIRED UNDER THE PROVISIONS OF THE MASTER DEED AND CONDOMINIUM BY-LAWS.
4. TERMINATION OF LEASE AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 30300, PAGE 528, OR IT SHALL APPEAR ON THE FINAL POLICY.
5. DISCHARGE(S) OF THE MORTGAGE(S) EXCEPTED ON SCHEDULE B - SECTION II.
6. DISCHARGE OF THE ASSIGNMENT OF LEASE AND RENTS RECORDED IN LIBER 21893, PAGE 272 AND LIBER 38286, PAGE 765, OR IT SHALL APPEAR ON THE FINAL POLICY.
7. TERMINATION OF FINANCING STATEMENT(S) RECORDED IN LIBER 21892, PAGE 341, LIBER 25779, PAGE 247, LIBER 25838, PAGE 255, LIBER 38289, PAGE 636, OR IT/THEY SHALL APPEAR ON THE FINAL POLICY.
8. APPLICATION HAS BEEN MADE FOR THE ISSUANCE OF OWNER'S POLICY WITHOUT STANDARD EXCEPTIONS. SUCH POLICY WILL BE ISSUED UPON RECEIPT OF THE FOLLOWING:
 - A) A FULLY EXECUTED OWNER'S AFFIDAVIT WHICH EVIDENCES THERE HAS BEEN NO WORK COMPLETED ON THE PROPERTY WITHIN THE LAST 90 DAYS OR, IF WORK HAS BEEN COMPLETED, A FINAL SWORN STATEMENT SATISFACTORY TO METROPOLITAN TITLE COMPANY. FULL UNCONDITIONAL WAIVERS OF LIEN MUST ACCOMPANY SUCH AFFIDAVIT; AND
 - B) AN ALTA/SCSM SURVEY OR OTHER SURVEY SATISFACTORY TO METROPOLITAN TITLE COMPANY WHICH IS CERTIFIED TO METROPOLITAN TITLE COMPANY AND THE UNDERWRITER NAMED IN THIS COMMITMENT. ADDITIONAL EXCEPTIONS WILL BE MADE FOR ANY EASEMENTS, ENCROACHMENTS OR OTHER MATTERS WHICH MAY BE DISCLOSED BY THE SURVEY.

Schedule B – Section II EXCEPTIONS

Commitment No.: 213436

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:

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.

General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Specific Exceptions

- ~~X~~ Easements, restrictions and other terms, covenants and conditions set forth in the Master Deed and Exhibits thereto recorded in Liber 27295, page 683, Oakland County Records.
The rights of Co-Owners and the Administering Body as set forth in the Master Deed and Act 59 of the Public Acts of 1978 as amended.
2. Interest of Trinity Health-michigan, a Michigan non-profit corporation, Lessee, and Terms, Conditions and Provisions of Lease, as evidenced by Memorandum of Lease, dated June 9, 2003, recorded August 8, 2003, in Liber 30300, page 528. Subordination and Non-disturbance Agreement dated May 30, 2002, recorded October 7, 2003 in Liber 26692, page 466. Subordination and Non-disturbance Agreement dated June 9, 2003, recorded August 8, 2003 in Liber 30300, page 531. Subordination and Non-disturbance Agreement dated October 10, 2006, recorded October 23, 2006 in Liber 38286, page 783 and Subordination Non-disturbance Agreement dated October 10, 2006, recorded October 23, 2006 in Liber 38286, page 775, as to Unit 2.
- ③ Mortgage in the original amount of \$6,500,000.00 executed by Meadowbrook Road Investors, LLC, a Michigan Limited Liability Company to Old Kent Bank, dated September 28, 2000, recorded October 10, 2000, in Liber 21893, page 438. Amendment to Mortgage dated December 20, 2001, recorded May 31, 2002 in Liber 25783, page 535. Second Amendment dated May 30, 2002, recorded June 6, 2002 in Liber 25833, page 536. Third Amendment dated October 29, 2004, recorded July 25, 2005 in Liber 35914, page 394. Amended and Restated Mortgage dated May 8, 2006 recorded July 12, 2006 in Liber 37826, page 641..
- ~~X~~ Assignment of Rents and Leases from Meadowbrook Road Investors, LLC, a Michigan Limited Liability Company to Old Kent Bank, dated September 28, 2000, recorded October 10, 2000, in Liber 21893, page 272. Amendment to Assignment of Lease and Rents dated December 20, 2001, recorded May 31, 2002 in Liber 25783, page 510. Second Amendment dated May 30, 2002, recorded June 6, 2002 in Liber 25833, page 531. Third Amendment dated October 29, 2004, recorded July 25, 2005 in Liber 35914, page 390. Amended and Restated dated May 8, 2006, recorded July 12, 2006 in Liber 37826, page 664.
- ~~5~~ Mortgage in the original amount of \$7,352,800.00 executed by Luni VI, LLC, a Michigan Limited Liability Company to Citigroup Global Markets Realty Corporation, dated October 10, 2006, recorded October 23, 2006, in Liber 38286, page 707, as to Unit 2.

6. Assignment of Rents and Leases from Luni VI, LLC, a Michigan Limited Liability Company to Citigroup Global Markets Realty Corporation, dated October 10, 2006, recorded October 23, 2006, in Liber 38286, page 765, as to Unit 2.
7. Financing Statement between Meadowbrook Road Investors, LLC, a Michigan Limited Liability Company, Debtor(s), and Old Kent Bank, Secured Party, recorded October 10, 2000, in Liber 21892, page 341.
8. Financing Statement between Meadowbrook Road Investors, LLC, a Michigan Limited Liability Company, Debtor(s), and Old Kent Bank, Secured Party, recorded May 30, 2002, in Liber 25779, page 247.
9. Financing Statement between Meadowbrook Road Investors, LLC, a Michigan Limited Liability Company, Debtor(s), and Fifth Third Bank, Secured Party, recorded June 7, 2002, in Liber 25838, page 255.
10. Financing Statement between Luni VI, LLC, a Michigan Limited Liability Company, Debtor(s), and Citigroup Global Markets Realty Corporation, Secured Party, recorded October 24, 2006, in Liber 38289, page 636, as to Unit 2.
11. Easement for Highway Purposes and Public Utilities in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 7217, page 483, Liber 7226, page 577 and Liber 7402, page 355.
12. Sanitary Sewer easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 12098, page 797.
13. Easement for Highway Purposes and Public Utilities in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 7082, page 482.
14. Terms and Conditions contained in Storm Drainage System Maintenance Agreement as disclosed by instrument recorded in Liber 26261, page 213.
15. Detroit Edison Underground Easement (Right of Way) in favor of Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 26779, page 158.
16. Sanitary sewer easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 25431, page 163.
17. Watermain Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 25431, page 159.
18. Easement for Highway Purposes and Public Utilities in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 7082, page 480.
19. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 3550, page 684. Termination and Reciprocal Release of Deed restriction as disclosed in instruments recorded in Liber 19886, page 833 and in Liber 22193, page 706.
20. Terms, Conditions and Provisions of Grant of Easement for ingress and egress as disclosed by instrument recorded in Liber 9860, page 158.
21. Sanitary Sewer Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 12405, page 320.
22. Sanitary Sewer Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 7082, page 478.
23. Sanitary Sewer Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 12562, page 256.
24. Sanitary Sewer Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 12562, page 258.
25. Detroit Edison Overhead Easement (Right of Way) in favor of Detroit Edison Company and Ameritech and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 21198, page 22 and Liber 21198, page 33.
26. Detroit Edison Overhead Easement (Right of Way) in favor of Detroit Edison Company and Ameritech and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 21198, page 19 and Liber 21198, page 30.

27. Detroit Edison Overhead Easement (Right of Way) in favor of Detroit Edison Company and Ameritech and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 21198, page 16.
- ~~28.~~ Detroit Edison Overhead Easement (Right of Way) in favor of Detroit Edison Company and Ameritech and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 21198, page 13 and Liber 21198, page 25.
- ~~29.~~ Conservation and Preservation Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 21461, page 823.
30. Underground Easement (Right of Way) in favor of Detroit Edison Company and Ameritech and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 22831, page 869.
- ~~31.~~ Meadowbrook Road Bill of Sale for Paving and Improvements in favor of the City of Novi as recited in Liber 25431, page 167.
- ~~32.~~ Water Main Bill of Sale in favor of City of Novi as recited in Liber 25431, page 170.
- ~~33.~~ Sanitary Sewer Bill of Sale in favor of City of Novi as recited in Liber 25431, page 174.
34. Easement in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 23899, page 800.
- ~~35.~~ Easement for highway purposes and public utilities in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 7082, page 498.
36. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
37. Rights of tenants, if any, under any unrecorded leases.
38. All Taxes paid to and including 2005
2006 Summer PAID in the amount of \$13,279.34
2006 Winter DUE in the amount of \$520.65
Tax Item No. 22-13-100-033
39. All Taxes paid to and including 2005
2006 Summer PAID in the amount of \$19,083.76
2006 Winter DUE in the amount of \$7,546.15
Tax Item No. 22-13-301-027
40. All Taxes paid to and including 2005
2006 Summer PAID in the amount of \$13,141.95
2006 Winter DUE in the amount of \$5,196.62
Tax Item No. 22-13-301-026
41. All Taxes paid to and including 2005
2006 Summer PAID in the amount of \$1,891.45
2006 Winter DUE in the amount of \$747.92
Tax Item No. 22-13-301-025
42. All Taxes paid to and including 2005
2006 Summer PAID in the amount of \$131.34
2006 Winter DUE in the amount of \$5.13
Tax Item No. 22-13-100-035
43. All Taxes paid to and including 2005
2006 Summer PAID in the amount of \$32.93
2006 Winter DUE in the amount of \$1.28
Tax Item No. 22-13-100-034
44. All Taxes paid to and including 2005
2006 Summer PAID in the amount of \$107,019.56
2006 Winter DUE in the amount of \$42,318.01
Tax Item No. 22-13-301-022 Unit 1
45. All Taxes paid to and including 2005
2006 Summer DUE in the amount of \$36,421.98

2006 Winter DUE in the amount of \$14,402.07
Tax Item No. 22-13-301-023, as to part of Unit 2, being West 1/2

46. All Taxes paid to and including 2005
2006 Summer PAID in the amount of \$34,744.37
2006 Winter DUE in the amount of \$13,738.72
Tax Item No. 22-13-301-024, as to part of Unit 2, being the East 1/2

47. All Taxes paid to and including 2005
2006 Summer PAID in the amount of \$57,207.78
2006 Winter DUE in the amount of \$2,242.98
Tax Item No. 22-13-100-032, that part of Unit 2 lying in School District 270 - Walled Lake

Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.



First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company

BY  PRESIDENT
ATTEST  SECRETARY



CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company** through its agent:

Metropolitan Title Company
39400 Woodward Ave., Ste. 135A
Bloomfield Hills, Michigan 48304
Ph: (248)540-4102 or Fax to: (248)540-2428

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We want you to know that the privacy and confidentiality of your personal information is very important to Metropolitan Title Company . We value your business and we want to retain your trust. In the course of providing products and services to you, we may obtain nonpublic personal information about you. We are required by law to provide you with this notice in order to inform you how Metropolitan Title Company collects, uses and safeguards your nonpublic personal information. This notice also tells you how you can limit our disclosure of personal information about you.

What Information Do We Collect

We may obtain nonpublic personal information about you from the following sources:

- Information we receive from you from applications or other forms;
- Information about your transaction with us from our files or from our affiliates;
- Information about your transaction with nonaffiliated third parties such as your real estate agent or lender;

The information we obtain includes, but is not limited to, your name, address, social security number, employer, income, account information from financial institutions, parties to a transaction and credit card usage.

What Information Do We Disclose

To meet your needs with quality products and services we may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

AFFILIATES

Our affiliates are the family of companies controlled by Metropolitan Title Company or under common control with another company. We may share the types of information described above, as permitted by law, with our affiliates for purposes of marketing or market research.

NON-AFFILIATES

Nonaffiliated third parties are those not part of the family of companies controlled by Metropolitan Title Company or not under common control with another company.

Service Providers, Contractors

Any service providers or contractors used by Metropolitan Title Company are required to follow the terms of our Privacy Policy. Access to your nonpublic personal information by a service provider or contractor is restricted to the purpose for which they have been retained by Metropolitan Title Company .

Joint Marketing

We may disclose your personal information to a nonaffiliated third party that we have an agreement with to perform joint marketing of products or services that we feel may interest you.

Other Non-Affiliates

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

METROPOLITAN TITLE COMPANY DOES NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT THEIR CUSTOMERS OR FORMER CUSTOMERS EXCEPT, AS PERMITTED OR REQUIRED BY LAW.

The Confidentiality and Security of Your Nonpublic Personal Information

Metropolitan Title Company restricts the access to your nonpublic personal information to those employees who need to know the information in order to provide products and/or services to you. Our employees are required to maintain the confidentiality and privacy of our customers. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Changes to this policy

We may amend this policy at any time, and we will inform you of any changes as required by law.

Your Privacy Choices

The law allows us to share with our affiliates your personal information and information about our transactions or experiences with you. The law also allows us to share your personal information with our contractors and service providers.

If you prefer that we not disclose information about you to nonaffiliated third parties, you may direct us not to share this information by calling the Corporate Office at 1-800-848-5375 or by writing to us at 622 East Grand River, Howell, Michigan 48843. Please provide your name, address including city and state of the property and our file number.