



## CITY of NOVI CITY COUNCIL

**Agenda Item I**  
**March 27, 2017**

**SUBJECT:** Acceptance of two warranty deeds from the owners of parcels 22-10-400-070 and 22-10-400-072 for the dedication of a 43-foot master planned right-of-way half width along the east side of Dixon Road and north of Twelve Mile Road as part of the Dixon Meadows project.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division GDM

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The owners of parcels 22-10-400-070 and 22-10-400-072 and Pulte Homes of Michigan, LLC, the developer of the Dixon Meadows project, are requesting the acceptance of Warranty Deeds conveying the master planned 43-foot half right-of-way for Dixon Road near the frontage of the Dixon Meadows PRO development as proposed on the approved site plan. The Dixon Meadows project includes paving Dixon Road which is currently unpaved and providing sidewalk along the east side of the road's right-of-way.

The enclosed Warranty Deeds have been favorably reviewed by the City Attorney (Beth Saarela's March 13, 2017 letter) and are recommended for approval.

**RECOMMENDED ACTION:** Acceptance of two warranty deeds from the owners of parcels 22-10-400-070 and 22-10-400-072 for the dedication of a 43-foot master planned right-of-way half width along the east side of Dixon Road and north of Twelve Mile Road as part of the Dixon Meadows project.

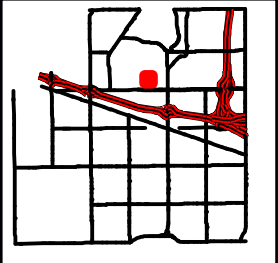
# Location Map

Dixon Road

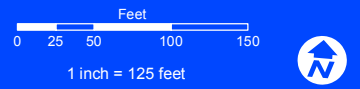


Map Author: Theresa Bridges  
 Date: March 20, 2017  
 Project:  
 Version #:  
 Amended By:  
 Date:  
 Department:

**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





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

March 13, 2017

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

**Re: *Dixon Meadows – Dixon Road Right-of-Way JSP 14-0046***

Dear Mr. Melistas:

We have received and reviewed the following Warranty Deeds for Dixon Road Right-of-Way in connection with the Dixon Meadows Development:

- Warranty Deed – Part of 22-10-400-070 (***Approved***)
- Warranty Deed – Part of 22-10-400-072 (***Approved***)
- Title Commitment
- Title Commitment

### **Dixon Road Warranty Deeds**

The owners of parcels 22-10-400-070 and Part of 22-10-400-072 have conveyed the 43' wide right-of-way along the frontage of the parcels to the City of Novi for public use and maintenance in connection with the Dixon Meadows PRO. We have reviewed and approve the format and language of the above Warranty Deeds. The Warranty Deeds are consistent with the title commitments provided. The exhibits have been reviewed and approved by the City's Engineering Division.

The above Warranty Deeds should be placed on an upcoming City Council Agenda for acceptance. Since the Developer has already recorded both Warranty Deeds, once accepted by City Council, no further action is required with respect to recording.

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

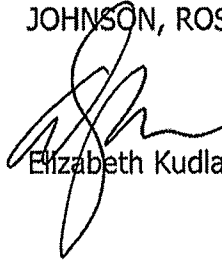
George Melistas, Engineering Senior Manager

March 13, 2017

Page 2

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

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

16. OAKLAND COUNTY TREASURERS CERTIFICATE  
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

FEB 07 2017

ANDREW E. MEISNER, County Treasurer  
Sec. 135, Act 206, 1893 as amended

5.00

PD

23746  
LIBER 50366 PAGE 758  
\$26.00 DEED - COMBINED  
\$4.00 REINUMENTATION  
02/08/2017 12:27:43 P.M. RECEIPT# 16896  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

OK  
②

**WARRANTY DEED**  
(Dixon Road Right of Way)

KNOW ALL BY THESE PRESENTS, that Nicola Marini and Florence Marini, a married couple whose address is 28180 Dixon Road, Novi, Michigan 48377, convey and warrant to the 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:

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

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Dollar (\$1.00), subject to easements and building and use restrictions, if any, zoning ordinances, and the lien of real estate taxes not yet due and payable.

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.

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, MCL 560.108, as amended.

This Deed is exempt from State and Local transfer taxes pursuant to MCL 207.505(e) and 207.507(1)(a).

GP  
E  
Cert

First American

46

Dated this 6th day of January, 2017.

GRANTOR:

Nicola Marini  
Nicola Marini

Florence Marini  
Florence Marini

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF OAKLAND        )

Acknowledged before me on January 6, 2017, by Nicola Marini and Florence Marini, a married couple.

MARY ANN MCDAMARA  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Sep 11, 2020  
ACTING IN COUNTY OF ~~OAKLAND~~

Mary Ann McDamara  
Notary Public Mary Ann McDamara  
OAKLAND County, Michigan  
Acting in Oakland County, Michigan  
9-11-2020

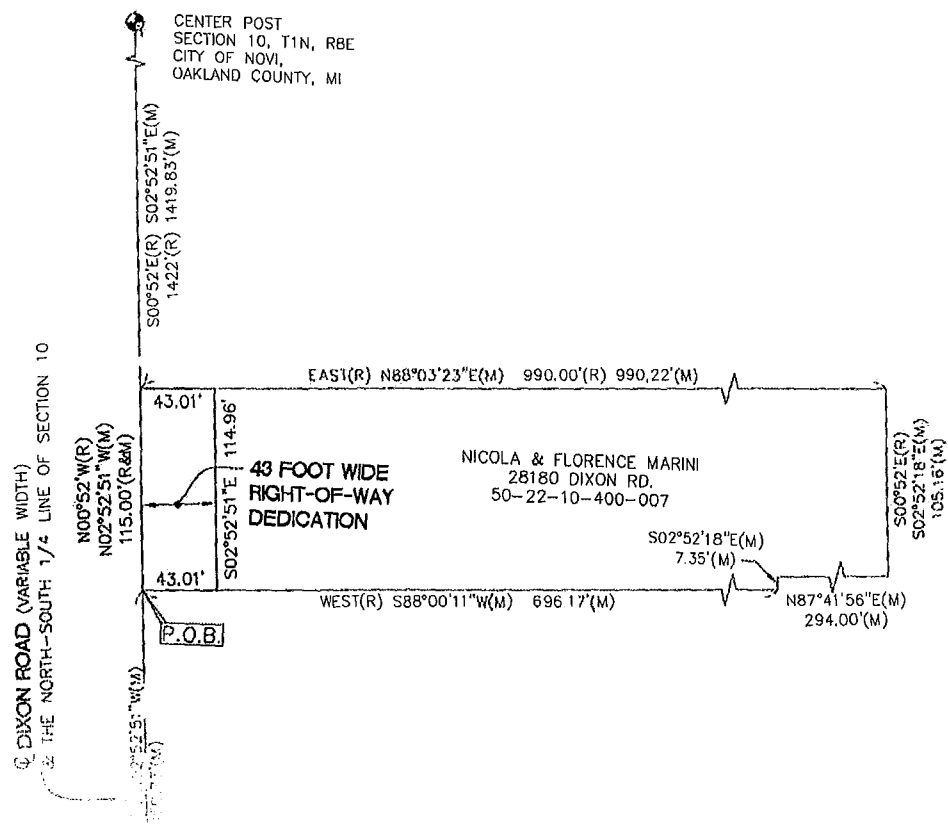
<u>When Recorded Return to:</u> Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	<u>Send Subsequent Tax Bills to:</u> City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	<u>Drafted by:</u> Sandra Sorini Elser Bodman PLC 201 S. Division, Suite 400 Ann Arbor, MI 48104
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**Exhibit A**

DESCRIPTION OF A 43 FOOT WIDE RIGHT OF WAY DEDICATION FOR DIXON ROAD  
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N R8E, CITY OF NOVI, OAKLAND  
COUNTY, MICHIGAN

(Part of Tax Parcel No. 50-22-10-400-007) *pt 22-10-400-072*

The Westerly 43.00 feet, described as: Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1069.73 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width) for a PLACE OF BEGINNING; thence continuing N02°52'51"W (recorded as N00°52'W) 115.00 feet along the North-South 1/4 line of said Section 10 and the centerline of said Dixon Road; thence N88°03'23"E (recorded as East) 43.01 feet; thence S02°52'51"E 114.96 feet; thence S88°00'11"W (recorded as West) 43.01 feet to the Place of Beginning, containing 0.11 acres of land, more or less, being a part of the Southeast 1/4 of said Section 10.



1/4 CORNER  
SECTION 10, T1N, R8E  
CITY OF NOVI,  
OAKLAND COUNTY, MI

ES	SECTION	TOWNSHIP	RANGE	AREA
1	10	T1N	R8E	1.00
2	10	T1N	R8E	1.00
3	10	T1N	R8E	1.00
4	10	T1N	R8E	1.00
5	10	T1N	R8E	1.00
6	10	T1N	R8E	1.00
7	10	T1N	R8E	1.00
8	10	T1N	R8E	1.00
9	10	T1N	R8E	1.00
10	10	T1N	R8E	1.00



DESCRIPTION OF TAX PARCEL 50-22-10-400-007 (PER WARRANTY DEED L.47632 P.716)

Situated in the City of Novi, County of Oakland, and State of Michigan, to wit: Part of the southeast quarter of Section 10, town 1 north, range 8 east described as follows: South half of parcel described as beginning at a point on the north and south quarter line of said section, said point being distant south 00 degrees 52 minutes east 1307.00 feet from the center of said Section 10; thence running east 990.0 feet to a point; thence south 00 degrees 52 minutes east, 230.00 feet to a point; thence west 990 feet to a point on the north and south quarter line of said section; thence north 00 degrees 52 minutes west 230.00 feet along quarter line and center line of Dixon Road to the point of beginning, subject to the rights of the public in the roadway known as Dixon Road, which borders along the westerly said thereof.

DESCRIPTION OF A 43 FOOT WIDE RIGHT OF WAY DEDICATION FOR DIXON ROAD LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

The Westerly 43.00 feet, described as: Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1069.73 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width) for a PLACE OF BEGINNING; thence continuing N02°52'51"W (recorded as N00°52'W) 115.00 feet along the North-South 1/4 line of said Section 10 and the centerline of said Dixon Road; thence N88°03'23"E (recorded as East) 43.01 feet; thence S02°52'51"E 114.96 feet; thence S88°00'11"W (recorded as West) 43.01 feet to the Place of Beginning, containing 0.11 acres of land, more or less, being a part of the Southeast 1/4 of said Section 10.

AES	10	400	007	10	10
RIGHT	10	400	007	10	10
WAY	10	400	007	10	10
CH R	10	400	007	10	10
RAISE	10	400	007	10	10
DE W	10	400	007	10	10

(3)

8b

OAKLAND COUNTY TREASURERS CERTIFICATE  
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

23705  
LIBER 50366 PAGE 621  
\$26.00 DEED - COMBINED  
\$4.00 REMONUMENTATION  
02/08/2017 12:05:39 P.M. RECEIPT# 16873  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

FEB 07 2017

5.00

pp

ANDREW E. MEISNER, County Treasurer  
Sec. 135, Act 208, 1893 as amended

OK

**WARRANTY DEED**  
(Dixon Road Right of Way)

KNOW ALL BY THESE PRESENTS, that Violette M. Tuck, Trustee under the Violette M. Tuck Trust dated October 10, 1988, whose address is 28300 Dixon Road, Novi, Michigan 48377, conveys and warrants to the 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:

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

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Dollar (\$1.00), subject to easements and building and use restrictions, if any, zoning ordinances, and the lien of real estate taxes not yet due and payable.

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.

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, MCL 560.108, as amended.

This Deed is exempt from State and Local transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

cep  
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cert

First American Title

666506-BH

2017 FEB - 1 PM 12:43

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

OK-LB

Detroit\_12858144\_1

First American Title

Dated this 9th day of January, 2017.

GRANTOR:

*Violette M. Tuck*

Violette M. Tuck, Trustee under the Violette M. Tuck Trust dated October 10, 1988

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF OAKLAND        )

Acknowledged before me on January 9, 2017, by Violette M. Tuck, Trustee under the Violette M. Tuck Trust dated October 10, 1988.

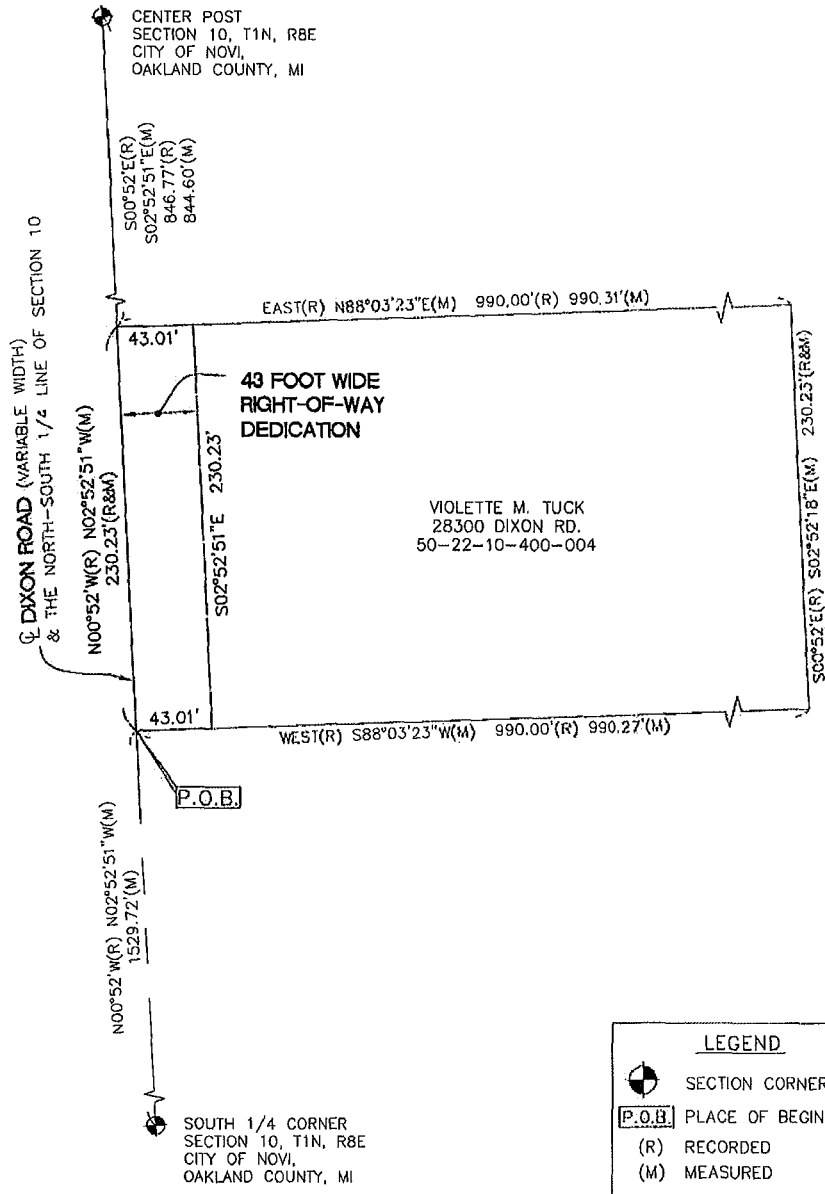
*Ted C. Farmer*

Notary Public Ted C. Farmer  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
my commission expires: 3/3/2020

<u>When Recorded Return to:</u> Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	<u>Send Subsequent Tax Bills to:</u> City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	<u>Drafted by:</u> Sandra Sorini Elser Bodman PLC 201 S. Division, Suite 400 Ann Arbor, MI 48104
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**EXHIBIT B**

(See attached)



LEGEND	
	SECTION CORNER
	PLACE OF BEGINNING
(R)	RECORDED
(M)	MEASURED


CLIENT <b>PULTE HOMES</b> SKETCH AND DESCRIPTION OF A RIGHT-OF-WAY DEDICATION FOR DIXON ROAD LOCATED IN SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN SCALE: 1 INCH = 80 FEET	JOB: 14001056 DR: SW BOOK: XX SHEET: 1 OF 2 FILE CODE: 14001056EA-03	CAD: 14001056EA-03 CT: ME PG: XX DATE: 07-14-2016
	<b>ATWELL</b> 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48078 248.447.2000	
	0 40 80 	
	14001056EA-03	

DESCRIPTION OF TAX PARCEL 50-22-10-400-004 (PER QUIT CLAIM DEED L.10786 P.717)

Part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as follows: Beginning at a point of the North and South 1/4 line of said section, said point being distant South 00°52' East 846.77 feet from the center of said section; thence running East 990.0 feet to a point; thence South 00°52' East, 230.23 feet to a point; thence West 990.0 feet to a point on the North and South 1/4 line of said section; thence North 00°52' West 230.23 feet along said 1/4 line to the point of beginning.

DESCRIPTION OF A 43 FOOT WIDE RIGHT OF WAY DEDICATION FOR DIXON ROAD LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

The Westerly 43.00 feet, described as: Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N02°52'W) 1529.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width) for a PLACE OF BEGINNING; thence continuing N02°52'51"W (recorded as N02°52'W) 230.23 feet along the North-South 1/4 line of said Section 10 and the centerline of said Dixon Road; thence N88°03'23"E (recorded as East) 43.01 feet; thence S02°52'51"E 230.23 feet; thence S88°03'23"W (recorded as West) 43.01 feet to the Place of Beginning, containing 0.22 acres of land, more or less, being a part of the Southeast 1/4 of said Section 10.

CLIENT PULTE HOMES  SKETCH AND DESCRIPTION OF A RIGHT-OF-WAY DEDICATION FOR DIXON ROAD LOCATED IN  SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD: 14001056EA-03
	DIR: SW	CH: ME
	BOOK: XX	PG: XX
	SHEET: 2 OF 2	DATE: 07-14-2018
FILE CODE: 14001056EA-03		
 <b>ATWELL</b> 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		



*First American*

# Commitment

## Commitment for Title Insurance

ISSUED BY

### **First American Title Insurance Company**

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan,  
48304,  
(248)540-4102, mi.bloomfield@firstam.com

**File No. 666516**

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska 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 180 days 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.

**This Commitment shall not be valid or binding until countersigned by a validating officer or authorized authority.**

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

### ***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

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All other uses are prohibited. Reprinted under license from the American Land Title Association.

## 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 or 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.
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 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 may contain an arbitration clause. When the amount of the Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.*





**First American**

# Schedule A

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

100 Bloomfield Hills Parkway, Suite 195, Bloomfield  
Hills, Michigan, 48304

(248)540-4102, (866)550-1079, mi.bloomfield@firstam.com

File No. 666516

Date Printed: October 12, 2016

Revision A

Address Reference: 28180 Dixon Road, Novi, MI 48377

1. Commitment Date: September 21, 2016 @ 8:00 am
2. Policy (or Policies) to be issued: Policy Amount
  - a. ALTA Owner's Policy of Title Insurance (6-17-06) \$130,000.00

Proposed Insured: Pulte Homes of Michigan LLC, a Michigan limited liability company

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Nicola Marini and Florence M. Marini, husband and wife

4. The land referred to in this Commitment is described as follows:

**See SCHEDULE C attached hereto.**

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)



*First American*

# Schedule BI

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan,  
48304

File No.: 666516

### REQUIREMENTS

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.
4. Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:
5. Omit.
6. 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 First American Title Insurance Company. Full unconditional waivers of lien must accompany such affidavit; and
  - b) An ALTA/ACSM survey or other survey satisfactory to First American Title Insurance Company which is certified to First American Title Insurance 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.
7. Warranty Deed from Nicola Marini and Florence M. Marini, husband and wife to Pulte Homes of Michigan LLC, a Michigan limited liability company.
8. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
9. Pay unpaid taxes and assessments unless shown as paid.
10. All Taxes paid to and including 2015  
2015 Winter Taxes PAID in the amount of \$576.94  
2016 Summer Taxes PAID in the amount of \$2,634.68  
Tax Item No. 22-10-400-007  
Property Address: 28180 Dixon Road, Novi, MI 48377

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issues will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.



**First American**

# Schedule BII

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills,  
Michigan, 48304

File No.: 666516

### **EXCEPTIONS**

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:

1. 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.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. 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 3421, page 624.
7. Rights of tenants, if any, under any unrecorded leases.
8. Lien for outstanding water or sewer charges, if any.
9. Terms and Conditions contained in Storm Water Drainage Easement Agreement as disclosed by instrument recorded in Liber 49206, page 240.
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.



*First American*

Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**Schedule C**

File No.: 666516

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

Part of the Southeast quarter of Section 10, Town 1 North, Range 8 East, described as follows: South half of parcel described as beginning at a point on the North and South quarter line of said Section, said point being distant South 00 degrees 52 minutes East 1307.00 feet from the center of said Section 10; thence running East 990.0 feet to a point; thence South 00 degrees 52 minutes East 230.00 feet to a point; thence West 990 feet to a point on the North and South quarter line of said Section; thence North 00 degrees 52 minutes West 230.00 feet along quarter line and center line of Dixon Road to the point of beginning.



**Privacy Information**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



*First American*

# Commitment

## Commitment for Title Insurance

ISSUED BY

### **First American Title Insurance Company**

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan,  
48304,  
(248)540-4102, mi.bloomfield@firstam.com

**File No. 666506**

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska 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 180 days 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.

**This Commitment shall not be valid or binding until countersigned by a validating officer or authorized authority.**

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

### ***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

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## 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 or 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.
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 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 may contain an arbitration clause. When the amount of the Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.*



*First American*

# Schedule A

## Commitment for Title Insurance

ISSUED BY

### First American Title Insurance Company

100 Bloomfield Hills Parkway, Suite 195, Bloomfield  
Hills, Michigan, 48304

(248)540-4102, (866)550-1079, mi.bloomfield@firstam.com

File No. 666506

Date Printed: October 12, 2016

Revision A

Address Reference: 28300 Dixon Road, Novi, MI

1. Commitment Date: September 21, 2016 @ 8:00 am
2. Policy (or Policies) to be issued: Policy Amount
  - a. ALTA Owner's Policy of Title Insurance (6-17-06) \$258,400.00

Proposed Insured: Pulte Homes of Michigan LLC, a Michigan limited liability company

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Violette M. Tuck, Trustee under the Violette M. Tuck Trust dated October 10, 1988

4. The land referred to in this Commitment is described as follows:

**See SCHEDULE C attached hereto.**

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)





*First American*

# Schedule BI

## Commitment for Title Insurance

ISSUED BY

### **First American Title Insurance Company**

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan,  
48304

File No.: 666506

### **REQUIREMENTS**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.
4. Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:
5. A Certificate of Trust for Violette M. Tuck Trust dated October 10, 1988 in accordance with MCL 565.432 which certifies the following:
  - A) Name or Title of Trust,
  - B) Date of Trust Agreement and Amendments thereto,
  - C) Names and addresses of all Trustees and Successor Trustees,
  - D) Legal description of the affected real property, and
  - E) Verbatim reproductions of provisions in the Trust Agreement and Amendments thereto regarding:
    - 1) The powers of the Trustee(s) relating to real property and restrictions on the powers of the Trustee(s) relating to real property;
    - 2) The governing law; and
    - 3) Amendment of the Trust relating to Trust provisions, certificate that the Trust Agreement remains in full force and effect, and a list of the names and addresses of all persons who at the time the certificate is executed are Trustees of the TrustSaid Certificate must be executed by one of the following:
  - A) The Settlor or Grantor of the Trust,
  - B) An attorney for the Settlor, Grantor or the Trustee,
  - C) An officer of a banking institution acting as Trustee, or
  - D) An attorney acting as Trustee.
6. Warranty Deed from current trustee(s) of Violette M. Tuck Trust dated October 10, 1988 to Pulte Homes of Michigan LLC, a Michigan limited liability company.
7. 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 First American Title Insurance Company. Full unconditional waivers of lien must accompany such affidavit; and
  - b) An ALTA/ACSM survey or other survey satisfactory to First American Title Insurance Company which is certified to First American Title Insurance 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.

8. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
9. Pay unpaid taxes and assessments unless shown as paid.
10. All Taxes paid to and including 2015  
2015 Winter Taxes PAID in the amount of \$1,326.98  
2016 Summer Taxes DUE in the amount of \$6,059.99  
Tax Item No. 22-10-400-004  
Property Address: 28300 Dixon Road, Novi, MI

NOTE: On the above tax amount(s), there may also be due an amount for interest, penalty and collection fee.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issues will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.



*First American*

## Schedule BII

### Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills,  
Michigan, 48304

File No.: 666506

#### **EXCEPTIONS**

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:

1. 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.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. 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 4483, page 553.
7. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. Rights of tenants, if any, under any unrecorded leases.
9. Lien for outstanding water or sewer charges, if any.
10. Terms and Conditions contained in Storm Water Drainage Easement Agreement as disclosed by instrument recorded in Liber 49206, page 240.
11. 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.



*First American*

**Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

**Schedule C**

File No.: 666506

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

Part of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as follows: Beginning at a point of the North and South 1/4 line of said section, said point being distant South 00 degrees 52 minutes East 846.77 feet from the center of said section; thence running East 990.0 feet to a point; thence South 00 degrees 52 minutes East, 230.23 feet to a point; thence West 990.0 feet to a point on the North and South 1/4 line of said section; thence North 00 degrees 52 minutes West 230.23 feet along said 1/4 line to the point of beginning.



**Privacy Information**

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- Information we receive from a consumer reporting agency.

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FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

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**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.