



# CITY of NOVI CITY COUNCIL

**Agenda Item C**  
**September 26, 2016**

**SUBJECT:** Approval to grant a permanent 27-foot wide highway easement to the Road Commission for Oakland County along the Napier Road frontage of Barr Park (parcel 22-30-300-017) to create the master planned 60-foot wide half right-of-way on this parcel.

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

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The Road Commission for Oakland County (RCOC) has received a federal safety grant and federal surface transportation road funds to improve the intersection of Ten Mile and Napier Roads, and to pave the gravel portion of Napier Road between Nine Mile and Ten Mile. As part of this project, RCOC is requesting that the City of Novi donate a highway easement along Napier Road at Barr Park to create the master planned 60-foot wide half right-of-way. In addition to paving Napier, the proposed road improvements along the Barr Park frontage include curb and gutter and removal of several dead trees and scrub brush. The construction is anticipated to begin in early 2017, pending the acquisition of all necessary right-of-way and easements. The attached map shows that the location of the proposed highway easement relative to the park.

City staff recommends donating the highway easement to Road Commission for Oakland County because easement acquisition costs are shared between the City, Lyon Township and the County, making the City partly liable for any compensation offered. The documents have been reviewed and are recommended for approval by Engineering and the City Attorney (see attached letter from Beth Saarela dated September 12, 2016).

**RECOMMENDED ACTION:** Approval to grant a permanent 27-foot wide highway easement to the Road Commission for Oakland County along the Napier Road frontage of Barr Park (parcel 22-30-300-017) to create the master planned 60-foot wide half right-of-way on this parcel.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



# Highway Easement Location Map

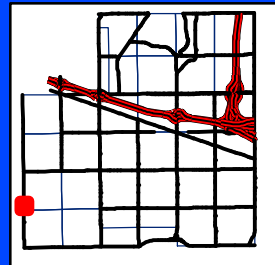


Map Author: A. Wayne  
Date: 9/16/2016  
Project:  
Version #:

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 = 150 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.johnsonrosati.com

September 12, 2016

Adam Wayne, Civil Engineer  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: *Ten Mile/Napier Road Roundabout – Request for Donation of Right-of-Way***

Dear Mr. Wayne:

We have received and reviewed the enclosed request from the Road Commission for Oakland County (RCOC) for the City to dedicate a 60' wide Highway Easement over parcel 22-30-300-017 owned by the City for the construction of the Ten Mile/Napier Road Roundabout. The RCOC has requested a donation of the Highway Easement, for which it has estimated a value of \$8,591.00. It is not clear whether RCOC obtained an actual appraisal of the property; however, in the event that the City chooses not to donate the Highway Easement to the project, the City could obtain additional information from the RCOC as to the how the value of the Highway Easement was determined. In the event that the City intends to donate the Highway Easement, additional valuation information would not be necessary since the City would not gain any tax benefit from the donation.

It should be noted that it is our understanding that the City could be responsible for a share of the cost of constructing the Roundabout; therefore, the payment of compensation for the Highway Easement would likely increase the cost of the Roundabout project.

In the event that the Engineering intends to recommend that the City donate the Highway Easement, the enclosed Highway Easement should be placed on an upcoming City Council Agenda for approval of the conveyance of the Highway Easement and of the donation request.

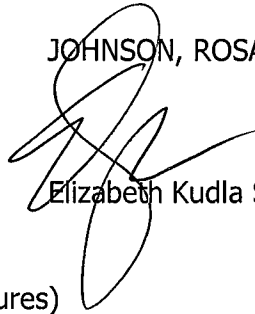
Once approved, the Donation form should be signed by the Mayor and the City Clerk, in addition to the Highway Easement document and both should be returned to RCOC.

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

Adam Wayne, Civil Engineer  
September 12, 2016  
Page 2

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk (w/Enclosures)  
Rob Hayes, DPS Director (w/Enclosures)  
Sue Troutman, Clerk's Office (w/Enclosures)  
Thomas R. Schultz, Esquire

# DONATION

ok

This information is required by the Michigan Department of Transportation in order to donate property.

PROPERTY OWNER(S)

City of Novi, a Michigan Municipal Corporation

ADDRESS

45175 W. 10 Mile Road

CITY

Novi

STATE

MI.

ZIP CODE

48375

<b>Right(s) to be acquired:</b>	\$ _____	Fee – Real Property
	\$ _____ 8,591.00	Easement
	\$ _____	Consent
	\$ _____	Cost to Cure
	<b>Total Compensation</b>	\$ _____ 8,591.00

The compensation for the acquisition of your property (description attached) has been determined from current market data.

The undersigned owner(s) of the subject property identified below agrees with the following statements:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that I/we have the right to an appraisal and the right to accompany the appraiser during an inspection of the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- I/We agree to donate said property and:
  - Waive just compensation and waive the right to an appraisal and property inspection.

OR

- Waive just compensation, but request to exercise the right to an appraisal and property inspection.
- The decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We will execute the necessary instrument of conveyance upon presentation by agents or representatives of the Michigan Department of Transportation.

OWNERS SIGNATURE	DATE
OWNERS SIGNATURE	DATE
WITNESS SIGNATURE	DATE
MDOT APPROVAL	DATE

CONTROL SECTION Oakland County	PARCEL 11 (22-30-300-017)	NAME City of Novi
JOB NUMBER 52111	FEDERAL ITEM NUMBER	FEDERAL PROJECT NUMBER

## HIGHWAY EASEMENT

**KNOW ALL PERSONS** that **City of Novi, a Michigan Municipal Corporation** ("**Grantor(s)**"), whose address is 45175 W. 10 Mile Road Novi, Michigan 48375, hereby grants to the **BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND** ("**Board**"), State of Michigan, a public body corporate, located at 31001 Lahser Road, Beverly Hills, Michigan 48025, an easement for all public highway purposes ("**Highway Easement**") and to construct, operate, maintain, repair, and/or replace roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the following described premises ("**Property**") situated in the City of Novi, County of Oakland, State of Michigan.

Commonly known as: **22600 Napier Road**  
(Part of) Tax Parcel No.: 22-30-300-017

**SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A," AND  
LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B,"  
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN**

This Highway Easement includes, but is not limited to, the consent of the Grantor to the removal of any trees, shrubs, and/or vegetation, to grading, to the occupancy of the Property by public utilities, and to other matters which, in the sole discretion of the Board, may be necessary in connection with all public highway purposes and the construction, operation, maintenance, repair, and/or replacement of roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the Property. Grantor waives further notice of such actions.

This Highway Easement runs with the land and shall bind the Grantor and the Grantor's heirs, representatives, successors, and assigns. This Highway Easement contains the entire understanding of the Grantor and the Board, and there are no other verbal promises between the Grantor and the Board except as shown herein.

**WHEREFORE**, upon approval by the Board, the undersigned Grantor hereby creates, confirms, and conveys the Highway Easement described herein for the sum of **\$1.00 (One Dollar and No Cents)**.

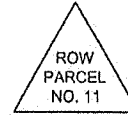


# EXHIBIT A

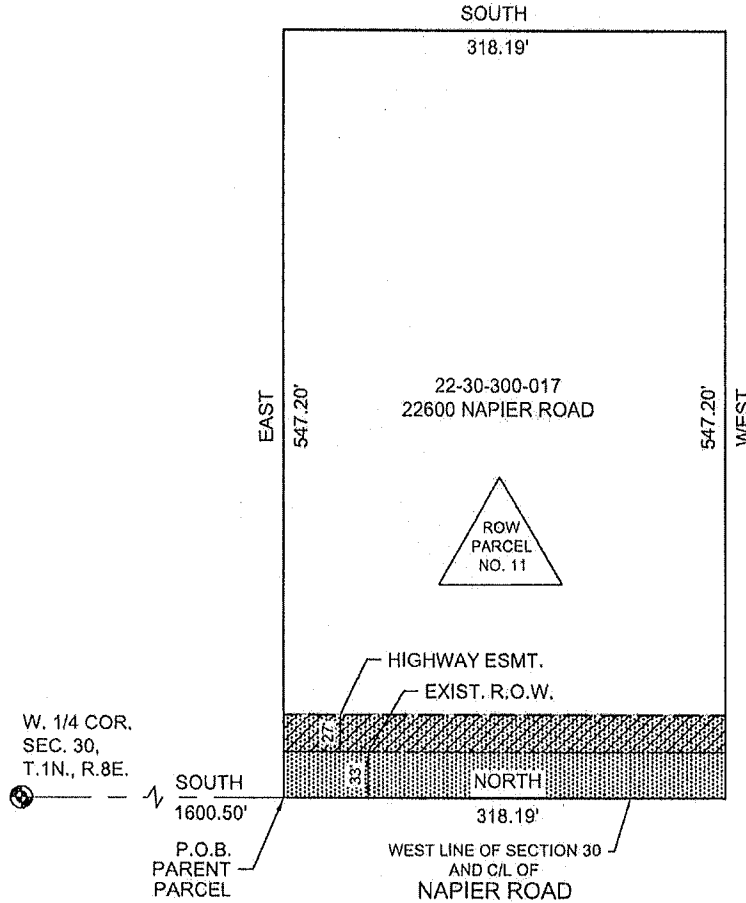
PARCEL 22-30-300-017  
22600 NAPIER ROAD



1" = 100'



HIGHWAY EASEMENT



LAND AREAS	
PARCEL	= 174,114 SFT
EXISTING R.O.W.	= 10,500 SFT
HIGHWAY EASEMENT	= 8,591 SFT
HIGHWAY EASEMENT (TOTAL R.O.W.)	= 19,091 SFT

HIGHWAY EASEMENT —

HIGHWAY EASEMENT (TOTAL R.O.W. AREA) —

BEARINGS BASED ON WARRANTY DEED RECORDED IN LIBER 45176, PAGE 164, OAKLAND COUNTY RECORDS.

**ROAD COMMISSION**  
for OAKLAND COUNTY

RIGHT OF WAY DIVISION  
PHONE: 877-859-4604 WEB: WWW.RCOWEB.ORG

NAPIER ROAD  
PARCEL 22-30-300-017

SECTION 30, T.1N., R.8E.,  
CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

DATE: 5/27/2016

PROJECT NUMBER: 52111

DRAWN BY: KAL

CHECKED BY:

SHEET: 1 OF 1



## **EXHIBIT "B"**

Napier Road  
Project No. 52111  
Parcel 11

### **Parent Parcel Description**

Part of the Southwest 1/4 of Section 30, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: beginning at a point distant South 1600.50 feet from the West 1/4 Corner of said Section 30; thence East, 547.20 feet; thence South 318.19 feet; thence West 547.20 feet; thence North 318.19 feet, to the Beginning.

### **Highway Easement**

Part of the Southwest 1/4 of Section 30, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as the Westerly 60 feet of the above described parcel.

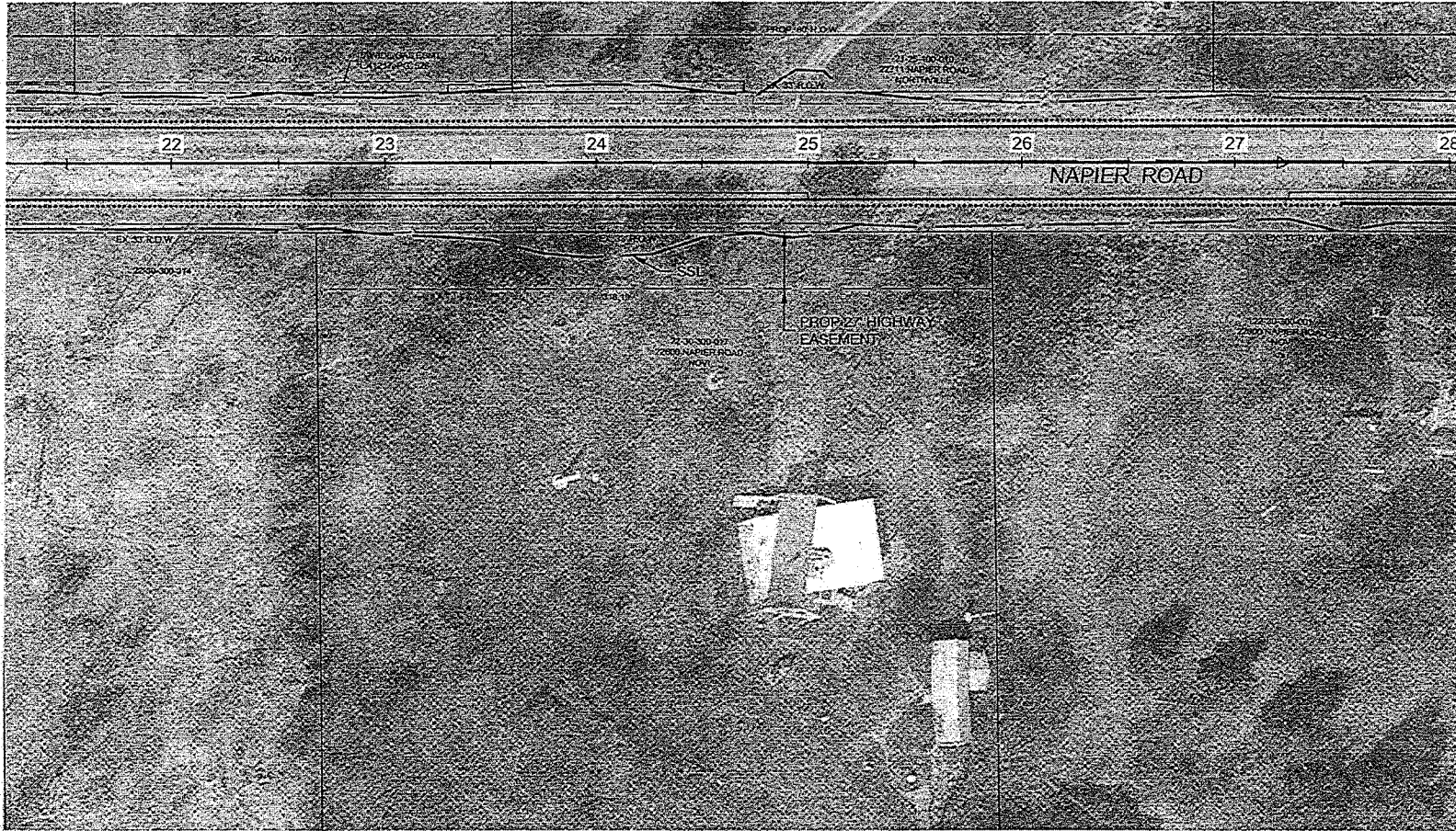
Tax Parcel No. 22-30-300-017  
Commonly known as 22600 Napier Road

Dated: May 27, 2016

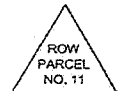
AERIAL PARCEL SKETCH  
 PARCEL 22-30-300-017  
 22600 NAPIER ROAD



Know what's Below.  
 Call before you dig.



1" = 50'



HIGHWAY EASEMENT

T:\PROJECTS\811 - NAPERS HILL TO B HALE PLAIN PRODUCTION\WORK\2111-800W-PICTO\811B1T.DWG, 11.16.2016 PM

<b>ROAD COMMISSION</b> for OAKLAND COUNTY BEVERLY HILLS, MICHIGAN PHONE: 877-655-4904 WEB: WWW.RCOC.WEB.ORG	PROJECT NO. 52111	AERIAL PARCEL SKETCH  NAPIER ROAD 9 MILE TO 10 MILE	DESIGN PHASE
	DATE 5/27/2016		DESIGN PHASE SHEET NO. 1 OF 1

ROAD COMMISSION FOR OAKLAND COUNTY

WOOD DISPOSAL LICENSE

Project Name: Napier Road Paving Project Project No. 52111 Parcel No. 11

Regarding property ("Property") commonly known as: 22600 Napier Road  
(Part of) Tax Parcel No. 22-30-300-017

Name of property owner(s): City of Novi, a Municipal Corporation  
Address of Owner: 45175 W. 10 Mile Road  
Novi, MI. 48375

The undersigned Owner:

- Wants to receive the wood resulting from the Road Commission for Oakland County's removal of trees that are on or adjacent to the Property, and the Owner understands that the wood will be cut into 10 to 12 foot lengths. By checking this box, the Owner hereby gives permission to the Road Commission for Oakland County to enter the Property in order to place the wood on the Property.
- Does not want to receive the wood resulting from the Road Commission for Oakland County's removal of trees that are on or adjacent to the Property.

**This License does *not* transfer an interest in your property to the Board or any of its agents; it does *not* need to be recorded with the Oakland County Register of Deeds; and it does *not* cause a change in your property boundary lines.**

This License contains the entire understanding between the Owner and the Road Commission for Oakland County, and there are no other verbal promises between the parties except as shown herein.

**IN WITNESS HEREOF**, the undersigned hereby agree(s) to the terms and provisions herein as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESS:

Signed by: City of Novi, a Municipal Corporation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By:  
Its:  
\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do NOT  
 send to the IRS.

Please print or type	Name (If a joint account or you changed your name, see Specific Instructions on page 2.)		
	Business name, if different from above. (See Specific Instructions on page 2.)		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor: <input type="checkbox"/> Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other <input type="checkbox"/>	Requester's name and address (optional)	
	Address (number, street, and apt. or suite no.)		
	City, state, and ZIP code		

<b>Part I Taxpayer Identification Number (TIN)</b>	List account number(s) here (optional)					
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see <b>How To Get a TIN</b> on page 2. <b>Note:</b> If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.						
<table border="1" style="margin: auto;"> <tr><td style="text-align: center;">Social security number</td></tr> <tr><td style="text-align: center;">- -</td></tr> <tr><td style="text-align: center;">OR</td></tr> <tr><td style="text-align: center;">Employer identification number</td></tr> <tr><td style="text-align: center;">-</td></tr> </table>	Social security number	- -	OR	Employer identification number	-	<b>Part II For payees Exempt From Backup Withholding</b> (See the instructions on page 2.)
Social security number						
- -						
OR						
Employer identification number						
-						

**Part III Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

<b>Sign Here</b>	Signature ▶	Date ▶
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**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is Backup Withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

**Penalties**

**Failure To Furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.





**Commitment for Title Insurance  
Schedule A**

File No : **63-16469238-SGP**

**Commonly Known As:** 22600 Napier Rd., Novi, MI 48374

1. Effective Date: **April 08, 2016, at 8:00 am**
2. Policy or policies to be issued: AMOUNT
  - (a) OWNERS POLICY **\$1,000.00**  
Proposed Insured:  
**INFORMATIONAL**
  - (b) LOAN POLICY  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:  
  
**City of Novi**
4. The land referred to in this commitment is situated in the City of Novi, County of Oakland, State of Michigan, as follows:  
  
**SEE EXHIBIT A**

COUNTERSIGNED:  
GRECO TITLE AGENCY

Steven M. Greco  
AUTHORIZED SIGNATORY

Greco Title Agency  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.  
SCHEDULE A of this commitment--Page 1

**EXHIBIT "A"**

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

**Part of the Southwest 1/4 of Section 30, Town 1 North, Range 8 East, being described as: Beginning at a point distant South 1600.50 feet from the West 1/4 corner of said Section 30; thence East 547.20 feet; thence South 318.19 feet; thence West 547.20 feet; thence North 318.19 feet to the point of beginning.**

Greco Title Agency  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

**Schedule B-I  
(REQUIREMENTS)**

File No: 63-16469238-SGP

**The following requirements to be complied with:**

1. Standard requirements as set forth in jacket.

NOTE: In the event the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
4. Pay the agreed amounts for the Title and/or the mortgage to be insured.
5. Pay us the premiums, fees and charges for the policy.
6. PAYMENT OF TAXES: Tax Parcel No.: 22-30-300-017

2015 County Taxes in the amount of \$0.00 are EXEMPT

2016 City Taxes in the amount of \$0.00 are EXEMPT

Special Assessments: NONE

- 2015 State Equalized Value: 0

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

NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

Greco Title Agency  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

**Schedule B-II  
(EXCEPTIONS)**

File No.: 63-16469238-SGP

**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.**

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Terms, conditions and restrictions contained in the Warranty Deed dated June 26, 1979 and recorded August 17, 1979 in Liber 7595 Page 886, Oakland County Records.
9. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for Napier Road.

Greco Title Agency  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY



## PRIVACY POLICY NOTICE

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

Greco Title Agency as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Greco Title Agency Privacy Policy applies to all Greco Title Agency customers, former customers and applicants.

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

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

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

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

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

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

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

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



**Chicago Title Insurance Company**

**Commitment No. 63-16469238-SGP**

**COMMITMENT FOR TITLE INSURANCE**

**Issued by  
Chicago Title Insurance Company**

*Chicago 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 90 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.*

*IN WITNESS WHEREOF, Chicago 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.*

**COUNTERSIGNED:**  
**GRECO TITLE AGENCY**  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-6114

Steven M. Greco  
Authorized Signature

**CHICAGO TITLE INSURANCE COMPANY**

By:



*[Handwritten Signature]*  
ATTEST President

*[Handwritten Signature]*  
Secretary

## CONDITIONS

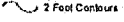





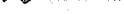

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this 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 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/>>.*



Lyon


Novi

9 Mile Rd

	2 Foot Contours		100 yr - FEMA Floodplain
	5 Foot Contours		100 yr (Detailed) - FEMA Floodplain
	FEMA Base Flood Elevations		500 yr - FEMA Floodplain
	FEMA Cross Sections		FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

**OAKLAND COUNTY**  
 L. Brooks Patterson  
 Oakland County Executive

Date Created: 4/27/2016  
  
 NORTH  
 1 inch = 200 feet



OAKLAND COUNTY TREASURERS CERTIFICATE  
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

LIBER 45176 PAGE 164  
\$10.00 DEED - COMBINED  
\$4.00 REMONUMENTATION  
\$3,010.00 TRANSFER TX COMBINED  
01/08/2013 04:53:21 PM RECEIPT# 3119  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

Jan 08, 2013

1.00 E-FILE

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



WARRANTY DEED

63-12269848-PLY

KNOW ALL PERSONS BY THESE PRESENTS: That: David J. Barr and Elizabeth Dwalhy-Barr, husband and wife

the address of which is: 22600 Napler, Novi, MI 48374

convey(s) and warrant(e) to: City of Novi

the address of which is: 45175 West Ten Mile, Novi, MI 48375

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

Town 1 north, range 8 east, section 30, part of southwest 1/4, beginning at point distant south 1600.60 feet from west 1/4 corner; thence east 547.20 feet; thence south 318.19 feet; thence west 547.20 feet; thence north 318.19 feet to beginning.

Commonly known as: 22600 Napler Road, Novi, MI 48374-3202

Parcel ID No.:22-30-300-017

These premises may be located within the vicinity of farmland 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.

The grantor grants to the grantee the right to make (100%) division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1987. If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the grantor; if all of the parent tract is conveyed, then all division rights are granted, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of Three Hundred Fifty Thousand and 00/100 Dollars (\*\*\$350,000.00\*\*).

Subject to existing building and use restrictions, easements of record, and zoning ordinances, if any.

Dated this December 28, 2012

Signed by:

*David J. Barr*

David J. Barr

*Elizabeth Dwalhy-Barr*

Elizabeth Dwalhy-Barr

State of: Michigan

County of: Wayne

}SS.

The foregoing instrument was acknowledged before me on 26th day of December, 2012 by David J. Barr and Elizabeth Dwalhy-Barr, husband and wife

BRENDA MCKERIDGE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES OCT 4, 2019  
ACTING IN CORITY OF *Wayne*

*Brenda Mckeridge*  
Notary Public: \_\_\_\_\_  
Notary County: \_\_\_\_\_, State: \_\_\_\_\_  
Commission Expires: OCT 4, 2019  
Acting In: Wayne

When Recorded return to:  
City of Novi  
45175 West 10 Mile  
Novi, MI 48375

Send Subsequent Tax Bills To:  
Grantee

Drafted By:  
David J. Barr  
22800 Napler  
Novi, MI 48374  
Assisted by: Greco Title Agency, LLC

705757at

WARRANTY DEED STATUTORY FORM FOR INDIVIDUALS

WARRANTY DEED

79 89497

Melvin S. Bernstein and Diane Bernstein, his wife and Solomon Sylvan executor for the estate of Jack Sylvan, Deceased, Testamentary Power of Sale Address 1200 First National Building, Detroit, Michigan, Convey and Warrant to David J. Barr 1200 First National Building, Detroit, Michigan

whose Street Number and Post Office address is 8469 Yale c/o Dragon land in the City of Novi County of Oakland and State of Michigan, described as Part of N. 1/4 of the S. W. 1/4 of said section 30. Described as beginning at a point in the N. section line S. 1600.5 feet from W. 1/4 corner thence E parallel with N. section line 547.2 feet thence S. parallel with the W. section line 318.19 feet thence W. parallel with N. section line 547.2 feet to W. section line thence N. along W. section line 318.19 feet to point of beginning. North, Range 8 East.

for the sum of SEVENTEEN-THOUSAND DOLLARS (\$17,000.00)

subject to: (1) Building and use restrictions and easements of record No. ingress and egress for any construction equipment on said property. Seller will retain mineral rights.

Dated June 26, 1979

SIGNED AND DELIVERED IN PRESENCE OF SUSAN C. MASEK Charles A. White CHARLES A. WHITE

[Signature] SOLOMON SYLVAN, executor for the estate of Jack Sylvan, Deceased MELVIN S. BERNSTEIN

STATE OF MICHIGAN COUNTY OF Wayne } ss. Diane Bernstein DIANE BERNSTEIN

On this 26 day of June 1979 before me personally appeared Melvin S. Bernstein, Diane Bernstein and Solomon Sylvan, Executor for the estate of Jack Sylvan, Deceased, Testamentary Power of Sale to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires 2/24/82 Charles A. White CHARLES A. WHITE Notary Public, Wayne County, Michigan acting in Wayne

Instrument Drafted by Melvin S. Bernstein Business Address 1200 First National Bldg., Detroit, Register of Deeds Office

REV. 18-70 sec. 470 300 A NBD MORTGAGE COMPANY 1500 North Woodward Av Birmingham, MI 48011

(When Recorded Return to Grantee)

COMMONWEALTH LAND TITLE INSURANCE COMPANY AMERICAN TITLE INSURANCE CO. 8230 80001012

COUNTY REGISTRAR OF DEEDS... HUGH DOBANY, County Registrar No. 125, AIR 206, 1893 St. Antoine

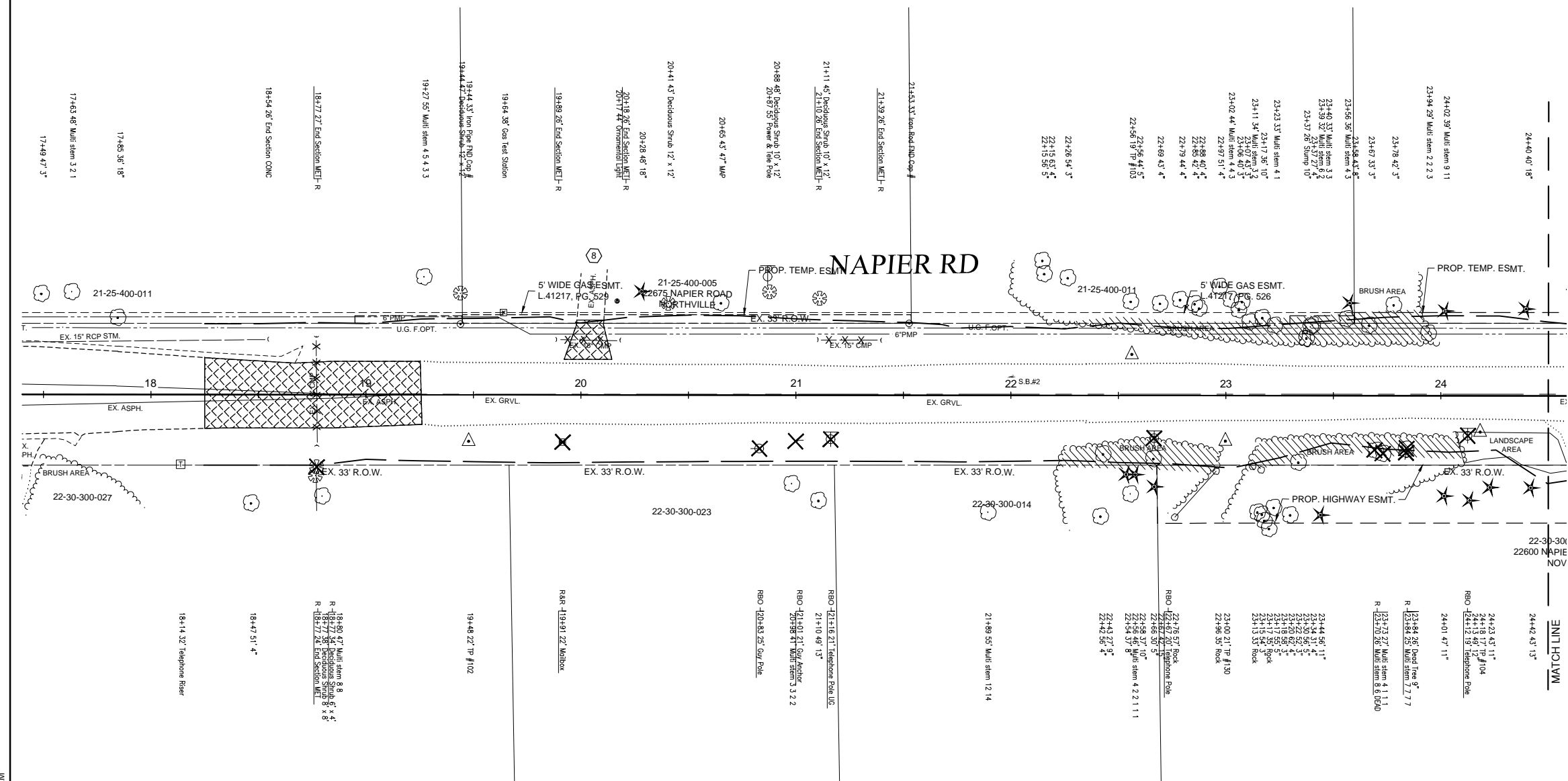
11 11 21



Know what's below.  
Call before you dig.



FULL SIZE (22"x34") 1" = 30'  
REDUCED SIZE (11"x17") 1" = 60'



SIDESTREETS/DRIVEWAYS - THIS SHEET ONLY								
DRIVEWAY/ STREET NAME	STATION	GRADING LIMIT	CULV, REM, LESS THAN 24 INCH		EXCAVATION, EARTH, RCOC		HMA SURFACE, REM	
			EA		SYD		SYD	
			P	C	P	C	P	C
8	20+05, 17.00'L	34.8'	1	-	-	-	34	-
TOTAL			1		##		34	

MAINLINE QUANTITIES - THIS SHEET ONLY		
PAY ITEM	QTY	UNIT
CLEARING, RCOC	0.07	ACRE
EXCAVATION, EARTH	-	CYD
HMA SURFACE, REM	345	SYD
CULV, REM, LESS THAN 24 INCH	1	EA



PROJECT NO.  
52111  
DATE  
###/###/####

REMOVAL PLAN - P.O.B. - 24+50  
NAPIER ROAD  
9 MILE ROAD TO 10 MILE ROAD

DESIGN PHASE  
G.I. PLANS  
SHEET NO.  
61 OF ##

T:\PROJECTS\52111 - NAPIER 9 MILE TO 10 MILE\PLAN PRODUCTION\MASTER PLANS\52111-P-REMOVAL Sep. 19. 16 - 7:31 AM

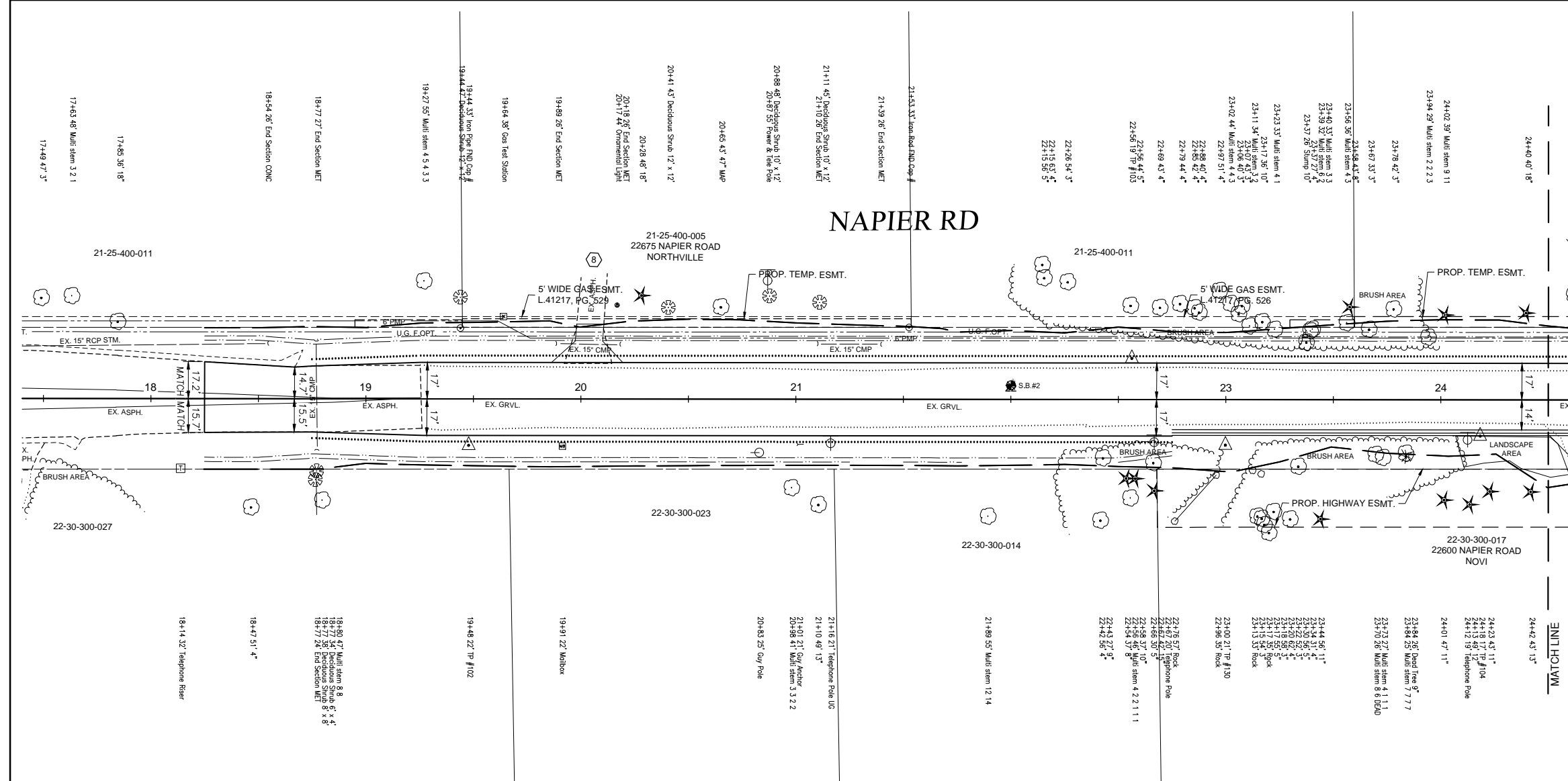
PROJECT NAME: NAPIER ROAD 9 MILE ROAD TO 10 MILE ROAD CONTROL SECTION ### MDOT JOB NO. ###



Know what's below.  
Call before you dig.



FULL SIZE (22"x34") 1" = 30'  
REDUCED SIZE (11"x17") 1" = 60'



MAINLINE QUANTITIES - THIS SHEET ONLY		
PAY ITEM	QTY	UNIT
EMBANKMENT, CIP	.	CYD
AGGREGATE BASE, 8 INCH, CIP 21AA, RCOC	.	SYD
SHOULDER, CL 1, 6 INCH	.	SYD
HMA, 3E1	.	TON
HMA, 5E1	.	TON
CURB AND GUTTER, CONC, DET B2	.	FT
CURB AND GUTTER, CONC, DET D2	.	FT
POST, MAILBOX	.	EA

SIDESTREETS/DRIVEWAYS - THIS SHEET ONLY									
DRIVEWAY/ STREET NAME	STATION	GRADING LIMIT	TYPICAL DETAIL (SEE DETAIL SHEET)	AGGREGATE BASE, 6 INCH, CIP, 21AA, RCOC		APPROACH, 21AA		HMA APPROACH (RESIDENTIAL)	
				SYD		TON		TON	
				P	C	P	C	P	C
8	20+05, 17.00'L	34.8'	1	-	-	-	-	-	-
TOTAL				1		##		34	



PROJECT NO.  
52111  
DATE  
###/###/####

CONSTRUCTION PLAN - P.O.B. - 24+50  
NAPIER ROAD  
9 MILE ROAD TO 10 MILE ROAD

DESIGN PHASE  
G.I. PLANS  
SHEET NO.  
62 OF ##

T:\PROJECTS\52111 - NAPIER 9 MILE TO 10 MILE\PLAN PRODUCTION\MASTER PLANS\52111-P-PLAN Sep. 19. 18. 7. 35 AM

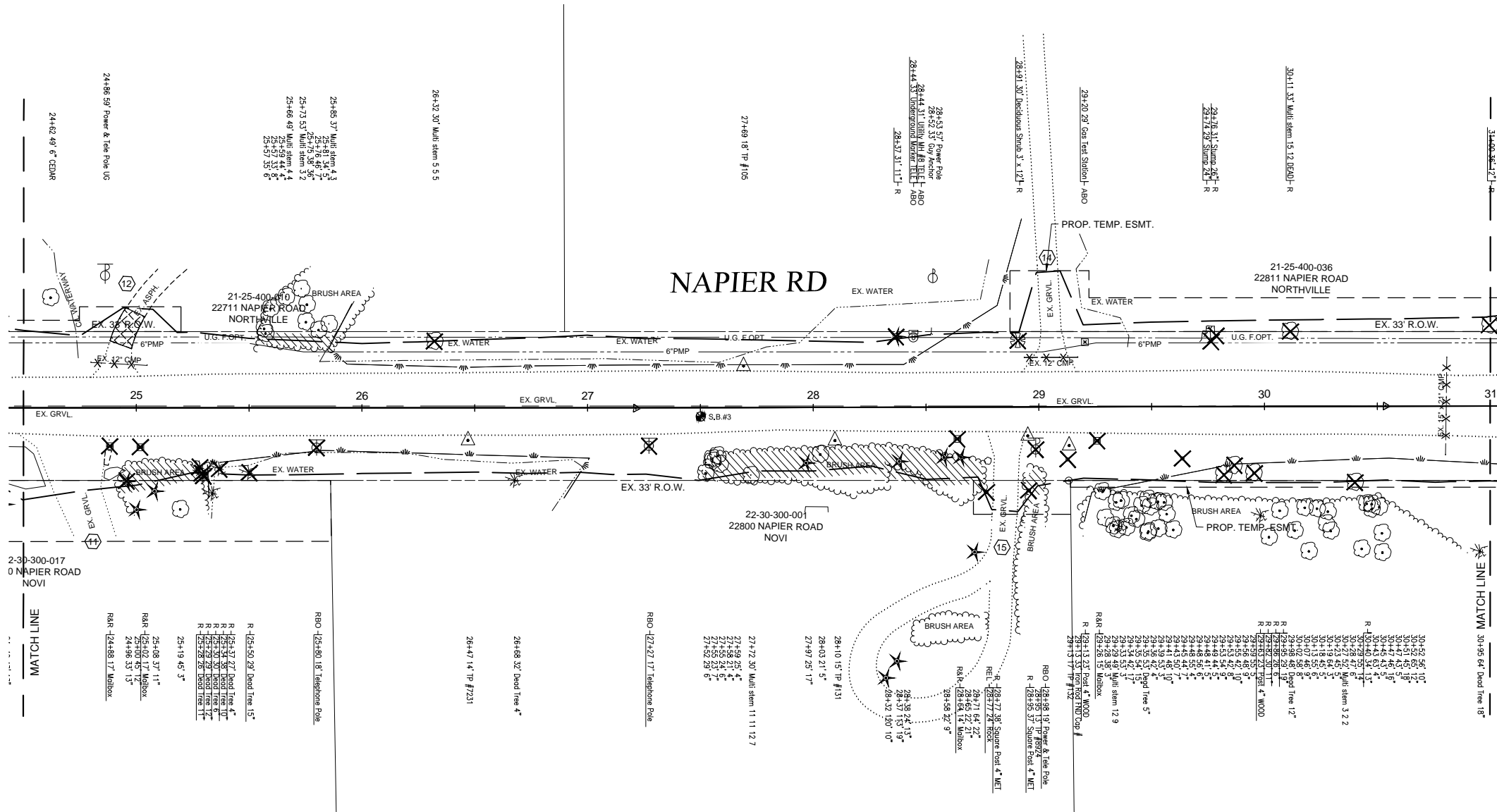
PROJECT NAME: NAPIER ROAD 9 MILE ROAD TO 10 MILE ROAD  
CONTROL SECTION ###  
MDOT JOB NO. ###  
PROJECT NO. 52111  
ENGINEER: SQUAD NO. 3



Know what's below.  
Call before you dig.



FULL SIZE (22"x34") 1" = 30'  
REDUCED SIZE (11"x17") 1" = 60'



SIDESTREETS/DRIVEWAYS - THIS SHEET ONLY								
DRIVEWAY/ STREET NAME	STATION	GRADING LIMIT	CULV. REM, LESS THAN 24 INCH		EXCAVATION, EARTH, RCOC		HMA SURFACE, REM	
			EA		SYD		SYD	
			P	C	P	C	P	C
11	24+75, 16.67R	38.6'	-	-	-	-	-	-
12	24+92, 17.00L	44.3'	1	-	-	-	17	-
14	29+06, 15.50L	60.2'	1	-	-	-	-	-
15	28+85, 16.67R	46.3'	-	-	-	-	-	-
TOTAL			2		##		17	

MAINLINE QUANTITIES - THIS SHEET ONLY		
PAY ITEM	QTY	UNIT
CLEARING, RCOC	0.05	ACRE
EXCAVATION, EARTH	-	CYD
CULV. REM, LESS THAN 24 INCH	1	EA



PROJECT NO.  
52111  
DATE  
###/###/####

REMOVAL PLAN - 24+50 - 31+00  
NAPIER ROAD  
9 MILE ROAD TO 10 MILE ROAD

DESIGN PHASE  
G.I. PLANS  
SHEET NO.  
64 OF ##

T:\PROJECTS\52111 - NAPIER 9 MILE TO 10 MILE\PLAN PRODUCTION\MASTER PLANS\52111-P-REMOVAL\_Sep. 19. 16 - 7:35 AM

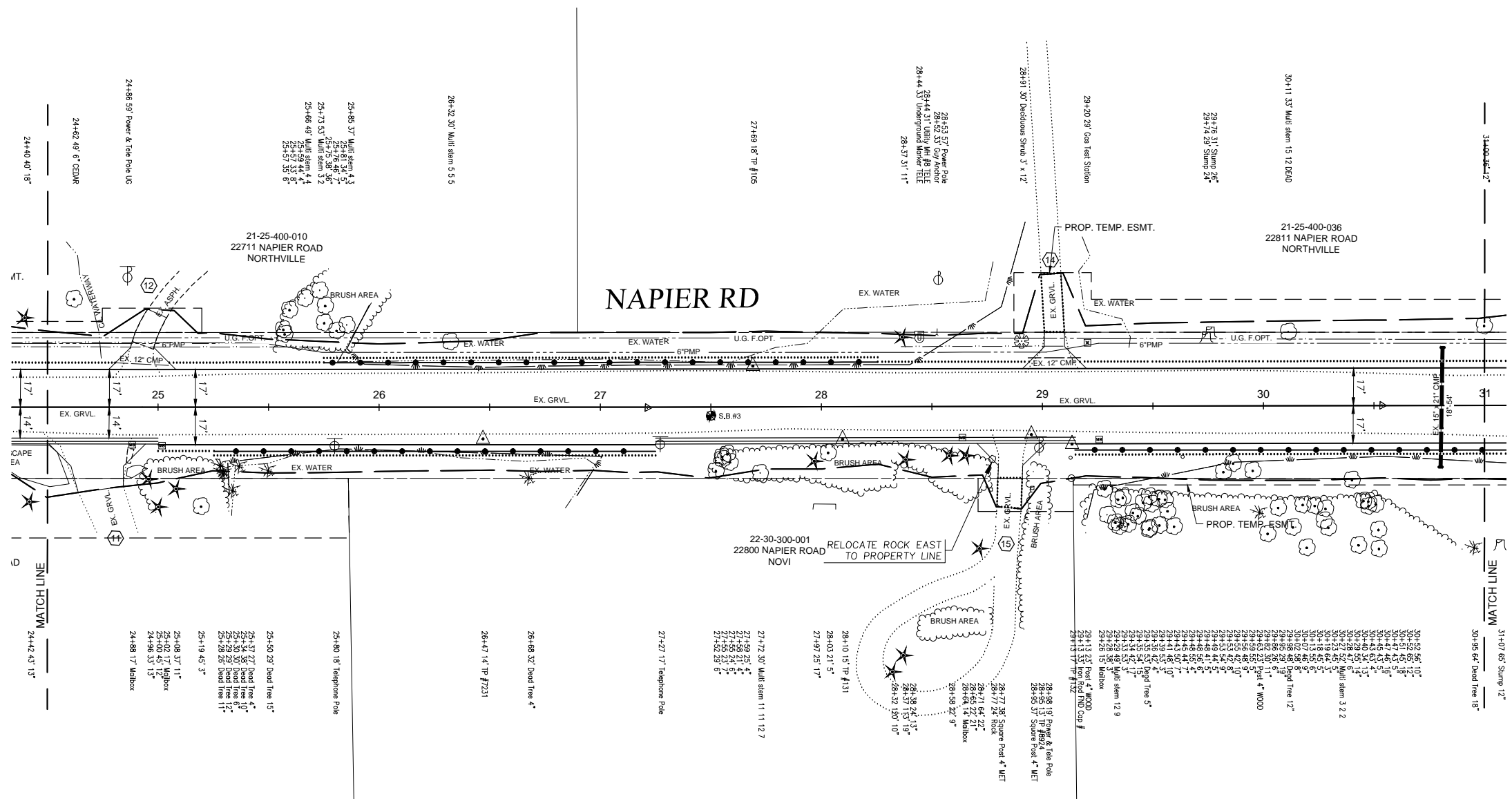
PROJECT NAME: NAPIER ROAD 9 MILE ROAD TO 10 MILE ROAD  
CONTROL SECTION 999  
MDOT JOB NO. 999  
PROJECT NO. 52111  
ENGINEER: SQUAD NO. 3



Know what's below.  
Call before you dig.



FULL SIZE (22"x34") 1" = 30'  
REDUCED SIZE (11"x17") 1" = 60'



MAINLINE QUANTITIES - THIS SHEET ONLY		
PAY ITEM	QTY	UNIT
EMBANKMENT, CIP	.	CYD
AGGREGATE BASE, 8 INCH, CIP 21AA, RCOG	.	SYD
SHOULDER, CL 1, 6 INCH	.	SYD
HMA, 3E1	.	TON
HMA, 5E1	.	TON
CURB AND GUTTER, CONC, DET B2	.	FT
CURB AND GUTTER, CONC, DET D2	.	FT
POST, MAILBOX	.	EA

SIDESTREETS/DRIVEWAYS - THIS SHEET ONLY									
DRIVEWAY/ STREET NAME	STATION	GRADING LIMIT	TYPICAL DETAIL (SEE DETAIL SHEET)	AGGREGATE BASE, 6 INCH, CIP, 21AA, RCOC		APPROACH, 21AA		HMA APPROACH (RESIDENTIAL)	
				SYD		TON		TON	
				P	C	P	C	P	C
11	24+75, 16.67'R	38.6'	3	-	-	-	-	-	-
12	24+92, 17.00'L	44.3'	1	-	-	-	-	-	
14	29+06, 15.50'L	60.2'	3	-	-	-	-	-	
15	28+85, 16.67'R	46.3'	3	-	-	-	-	-	
TOTAL				##	##	##	##	##	##

MATCH LINE 24+42 43' 13"

MATCH LINE 31+07 65' Slump 12"

CONTROL SECTION  
MDOT JOB NO. ###

PROJECT NAME: NAPIER ROAD  
9 MILE ROAD TO 10 MILE ROAD

PROJECT NO. 52111  
ENGINEER: SQUAD NO. 3

T:\PROJECTS\52111 - NAPIER 9 MILE TO 10 MILE\PLAN PRODUCTION\MASTER PLANS\52111-P-PLAN Sep. 19. 19. 16. 7.38 AM

**ROAD COMMISSION**  
for OAKLAND COUNTY  
BEVERLY HILLS, MICHIGAN  
PHONE: 877-858-4804 WEB: WWW.RCOCWEB.ORG

PROJECT NO.  
52111  
DATE  
#####

CONSTRUCTION PLAN- 24+50 - 31+00  
NAPIER ROAD  
9 MILE ROAD TO 10 MILE ROAD

DESIGN PHASE  
G.I. PLANS  
SHEET NO.  
65 OF ##