



Cashier Validation (Code 105)

**BOARD OF ZONING APPEALS
Variance Application**

APPLICATION FEES	
Single Family Residential	\$250
All Other Uses	\$350
Fee note: When a quorum is present and the applicant declines to have the case heard, the applicant shall reapply to the BZA. To do this, the applicant shall pay the fee and provide 15 complete sets by the BZA submission deadline.	

Case # _____

NOTE: To apply for a variance, the Building Official must first determine the type and extent of variance needed. To do this, you must first apply for a Building Permit. The Building Official reviews the plans to determine any needed variances. DO NOT file this application until you have fulfilled this requirement. BZA applications filed without meeting this requirement are considered to be incomplete and are deferred to a future meeting.

Building Permit Application and Building Official Variance Letter - required	
<input checked="" type="checkbox"/> Building Permit Application submitted on (date) <u>10/07/2022</u>	Apps that do not meet these requirements are considered incomplete
<input checked="" type="checkbox"/> Copy of Building Official variance determination letter is attached to this application.	

PROPERTY ADDRESS FOR REQUEST	ZONING DISTRICT	PARCEL ID NUMBER
916 Novi St., Northville, 48167	R-1B	48-22-34-428-018

Petitioner	
Name: Shannon Desanto and Andrea Markey	
Address: 916 Novi St.	
City/State/Zip: Northville/ MI/ 48167	
Phone: 314-920-7572	Email: drea2447@gmail.com
Petitioner's interest in property <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Other (specify)	

Property Owner	
Name: Shannon Desanto	
Address: 916 Novi St.	
City/State/Zip: Northville/ MI/ 48167	
Phone: 314-920-7572	Email: drea2447@gmail.com
<input checked="" type="checkbox"/> Attach proof of ownership of property, consisting of title insurance, or purchase agreement. If the petitioner is applying on behalf of the owner, a notarized letter of authorization from the property owner must also accompany this application as well as proof of ownership.	

Application Signatures:

All correspondence and notices regarding the application will be transmitted to the petitioner. The petitioner is responsible for forwarding this information to the property owner or project representative. By signing this application, the petitioner is indicating that all information contained in this application is complete and accurate to the best of his/her knowledge, and gives permission for the City of Northville officials, staff and consultants to inspect the property for the purpose of verifying information relative to the request. If the applicant is not the property owner, the property owner must also sign this application.

Petitioner: Andrea Markey 10/10/2022
(Signature / Date)

Shannon Desanto/Andrea Markey
(Print Name)

Property Owner: [Signature] 10/10/2022
(Signature / Date)

Shannon Desanto
(Print Name)

Zoning Ordinance Sections (for which a variance, exception, or interpretation is requested)

18.11.8.2

Variance Type(s) Requested

- Appeal Building Official decision (section 25.04.a)
- Non-Use (Dimensional) Variance - requires a certified property survey (section 25.04.b)
- Use Variance (section 25.04.c)
- Ordinance or Map Interpretation (section 25.04.d)
- Temporary Use (section 25.04.e)
- Non-Conforming Use - Expand, extend, or enlarge (section 22.01.4)
Non-Conforming Structure – expand, extend, or enlarge (section 22.01.5)

Property Description

Area of Lot (acres/square feet)	0.219
Dimensions of Lot	Frontage: 75 ft/ Depth: 127 ft

Building Setbacks From Property Lines

	Existing	Proposed
Front	26.5	16.5
Side	N/A	N/A
Side	N/A	N/A
Rear	N/A	N/A

Property Survey/Sketch Requirement for Non-Use (Dimensional) Variances

Property survey/sketch attached as required. See the "Submission Information" section on page 7 of this form for a complete description of when a survey or sketch is required.

Structures

	Existing	Proposed
Number of Buildings on Site	1	1
Area and Dimensions of each building	1,470	N/A
Area of Other Structures (decks, gazebos, etc.)		
Percentage of Lot Coverage (all buildings & structures)	Please see arial view	
Height of Structures on Site	2 story home	

For a Non-Use (Dimensional) Variance – also complete pages 3 and 4

For a Use Variance – also complete pages 5 and 6

Current

NON-USE (DIMENSIONAL) VARIANCE

Must complete this section for a non-use variance request. Attach additional sheets if needed.

THE PETITIONER MUST DEMONSTRATE THAT ALL OF THE FOLLOWING CONDITIONS EXIST:

1. **Practical Difficulty:** There are exceptional or extraordinary circumstances or conditions applying to the property that do not apply generally to other properties in the same Zoning District or in the general vicinity. Because of these circumstances or conditions, compliance with the strict letter of the restrictions would create practical difficulties, unreasonably preventing the use of the property for a permitted purpose or rendering conformity with such restrictions unnecessarily burdensome. The showing of mere inconvenience is insufficient to justify a variance.

Practical difficulties include one or more of the following: i. The exceptional narrowness, shallowness or shape of a specific property; ii. The exceptional topographic or environmental conditions or manmade constraints or other extraordinary situation on the land, building or structure; and iii. The use or development of the property immediately adjoining the property in question; whereby the literal enforcement of the requirements of this chapter would involve practical difficulties.

The Practical Difficulty in adhering to the current ordinance is as follows-

Our home located at 916 Novi St. was constructed in 1964, as were the homes adjoining ours in the neighborhood. There is no practical manner in which the current structure can be moved to increase the front setback.

The ordinance variance that is acceptable for homes without an attached garage is also a Practical Difficulty as we have no means to alter the placement of the garage without incurring major expense and additional construction. We would like the opportunity to improve the function and aesthetic of our home in the same manner that is allowed to those whose home have a detached garage.

2. **Substantial Justice:** Granting of a requested variance or appeal would do substantial justice to the applicant as well as to other property owners in the district; or, as an alternative, granting of lesser variance than requested would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.

It is our belief that granting our request for the front setback variance would enhance our ability to utilize our front porch. The current porch is simply a slab of concrete. We would like the roof to be added to the front porch for protection, as well as to enhance the "curb appeal" of our property. The covered front porch, if approved, is more in keeping with the community aesthetic for which Northville prides itself.

3. **Not Self-Created:** The problem and resulting need for the variance did not result from the actions of the applicant and/or the applicant's predecessor. This criterion may or may not be considered depending upon whether the practical difficulty would have existed regardless of the action. Examples of actions that are "self-created" (and therefore do not meet this criterion) include, but are not limited to the following: i. Claiming practical difficulty for a substandard lot when the owner has sold off portions that would have prevented the practical difficulty; ii. Building during the pendency of an appeal; iii. Ignorance of the ordinance.

Our property located at 916 Novi St. has been unaltered structurally since it was built in 1964. The addition of the front porch covering would simply be adding to the structure, as there is no way to physically move the existing structure.

4. **Minimum Variance Necessary:** The variance requested is the minimum necessary to permit reasonable use of the land.

The minimum variance necessary would be 8 feet from the front of the house. The current front porch (concrete) is 84 inches. The added roof covering would need the posts to be on the existing concrete in order to have the support footings, as the roof would be load bearing.

5. **Impact on Public Safety or Create a Public Nuisance:** The Board of Zoning Appeals may evaluate whether or not the request would have an impact on public safety or create a public nuisance.

It is my belief that there would be no negative repercussions, or public nuisance as a result of the approval of the roof cover over the front porch.

USE VARIANCE

Must complete this section for a Use Variance. Attach additional sheets if needed

THE PETITIONER MUST DEMONSTRATE THAT ALL OF THE FOLLOWING CONDITIONS EXIST:

1. **Unreasonable current zoning designation:** The applicant has demonstrated that the site cannot reasonably be used for any of the uses allowed within the current zoning district designation. The Board may require submission of documentation from real estate or market experts, or a certified appraiser, to substantiate this finding.

2. **Unique circumstances:** The need for the variance is due to unique circumstances peculiar to the property and not generally applicable in the area or to other properties in the same zoning district. The applicant must prove that there are certain features or conditions of the land that are not generally applicable throughout the zone and that these features make it impossible to earn a reasonable return without some adjustment. In those situations where the difficulty is shared by others, the Board may find that relief should be accomplished by an amendment to the zoning ordinance, not a variance.

3. **Not Self-Created:** The problem and resulting need for the variance has not been self-created by the applicant and/or the applicant's immediate predecessor.

Type text here

4. **Capacity of Roads, Infrastructure, and public services.** The capacity and operations of public streets, utilities, other facilities and services will not be significantly compromised.

5. **Character of Neighborhood.** The use variance will not alter the essential character of the neighborhood nor be of detriment to adjacent properties.

6. **Minimum Variance Necessary:** The variance shall be the minimum necessary to permit reasonable use of the land.

Submission Information

1. The following must be submitted to the Building Department by the submission deadline identified on the application deadline schedule as posted on the City’s website and at the Building Dept. The applicant may also call the Building Department at (248) 449-9902 for this information.

15 identical packets that include all of the following:

- Completed application (on top of each packet). Folders, binders, bound copies, etc. are not allowed.
- Building Official Variance Determination Letter (DO NOT submit to the BZA if you have not 1) applied for a building permit, and 2) attached the Building Official’s determination letter to this application. Applications without this information are considered incomplete.
- Proof of ownership (deed, title, etc.).

▪ **For a Non-Use (Dimensional) Variance request:**

- Certified property survey. Mortgage surveys are not accepted. On the survey:
 - The proposed building or structure requiring the variance must be drawn, to scale, on the survey.
 - The survey drawing must also include existing and proposed setback lines and dimensions, and the location of any other notable site features that impact the need for the variance request, such as easements, floodplains, water courses, etc. All information must be accurately drawn, to scale, on the survey.
 - For front-yard variance requests on single-family lots, the Building Official may waive the survey requirement if permanent features (such as a public sidewalk, curb or street) are determined by the Building Official to clearly indicate the location of the front property line. If a survey is not required by the Building Official, a sketch, drawn to scale, that shows all the information listed above, must be submitted with the front yard variance request.
 - Failure to provide a certified survey or sketch meeting these requirements will defer the application to a future meeting.

- A PDF file of the complete submission emailed to dmassa@ci.northville.mi.us by the submission deadline. NO THUMB DRIVES OR FLASH DRIVES. **The PDF file must exactly match the paper submission.**
- Applicable fee. Applications filed without the fee are considered incomplete. **A timely submission is the fee and paper submission.**

2. The submission deadline is firm. Incomplete applications are deferred to a future BZA meeting.

Review Process

1. BZA applications are reviewed by the Building Official and the City Planner to determine if they are complete. Incomplete applications are returned to the applicant for additional information. Due to statutory publication requirements, applications submitted without first filing a building permit application and receiving the Building Official’s variance determination letter, or applications found to be incomplete, including due to missing or inaccurate information are deferred to a future BZA meeting.
2. For complete applications, City staff prepares a notice for publication in the newspaper and mails notifications to the applicant and property owners located within 300 feet of the property in which the request is located. Complete applications are provided to the BZA members prior to the meeting.
3. Staff reviews are provided to the petitioner by email prior to the scheduled meeting.

Meeting Information

All meetings begin at 7:00 pm, unless otherwise noted, and are held at the City of Northville Municipal Building, 215 W. Main Street, Northville, Michigan, 48167 unless otherwise noted. Check the City’s website and meeting agenda for up-to-date meeting information.

Meeting Procedure

1. The petitioner shall appear on his/her own behalf, or by representation, at the BZA meeting. Failure to do so will result in the petition being tabled. The petitioner is responsible for covering any fees associated with rescheduling the meeting.
2. The meeting format is as follows:
 - Introduction of the petition by the City
 - Petitioner presentation
 - Public hearing
 - Deliberation, Motion and Vote
3. BZA members shall have the authority to grant a lesser variance than requested upon finding justice shall be served. In addition, the BZA may require conditions related to the site, operation and/or use to mitigate the impact of any variance.

Approval and Permits

1. Approval of Non-Use (Dimensional) Variance is valid for one year, and the application for a building permit or zoning/compliance permit must be submitted within this period.
2. Approval of a Use Variance is valid for one year, during which time the use must be established on the subject site or a building permit obtained.

CODE ENFORCEMENT SERVICES, INC.

605 S. Main Street, Suite 1
Ann Arbor, Michigan 48104

Phone: 734-662-2200
Fax: 734-662-1935

MEMORANDUM

Date: October 7, 2022

To: Andrea Markey
916 Novi
Northville, MI 48167

From: Brent Strong, City of Northville Building Official

RE: Building Permit Application Denial

Your application to construct your new front porch roof has been denied for the following zoning violations below. Please revise your drawings to comply with the zoning ordinance or apply for a variance through the Board of Zoning Appeals.

1. Based on the front yard setback worksheet, your front setback is 26.5'. You will need a variance of 10' to construct the porch roof as proposed.



Brent A. Strong, Building Official
Code Enforcement Services

FRONT YARD SETBACK WORKSHEET

SIDEWALK	SIDEWALK	SIDEWALK	SIDEWALK	SIDEWALK	SIDEWALK	SIDEWALK	SIDEWALK
House Address:	House Address: <i>946</i>	House Address: <i>936</i>	House Address: <i>946</i>	<i>24</i> Your House Address: <i>916</i>	House Address: <i>906</i>	House Address: <i>861</i>	House Address:
<i>26</i>	<i>25.5</i>	<i>25.25</i>	DO NOT INCLUDE SETBACK	<i>25</i>	<i>25.5</i>		
1 FOOT BETWEEN SIDEWALK AND PROPERTY LINE				1 FOOT BETWEEN SIDEWALK AND PROPERTY LINE			
SIDEWALK	SIDEWALK	SIDEWALK	SIDEWALK	SIDEWALK	SIDEWALK	SIDEWALK	SIDEWALK

Please label all addresses and front yard setbacks on above picture.

What you need to do is get all the front yard setbacks within 200 ft. of your property and on the same side of the street. Add up all then divide by how many homes you used. You must provide this information along with your building applications and plans.

**Front yard property begins one foot in from the sidewalk.

***If there is a porch on the home:

Covered porch: measure to the porch

Uncovered porch: measure to the house foundation

****There may be more or less homes in your equation than shown in the above picture depending on the width of lots in your area. Be sure to measure all setbacks within 200 ft. of your property.

Total sum of neighboring front yard setbacks = 127.25

Total number of homes used = 5

Sum of setbacks divided by homes used = 25.5

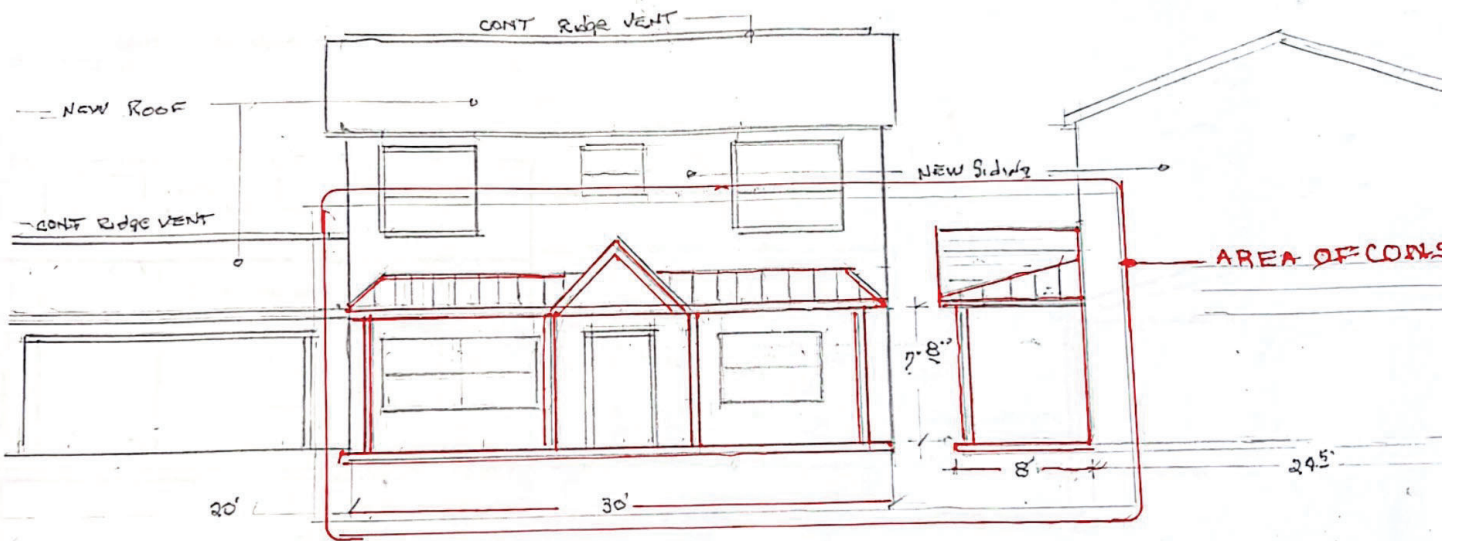
Add 1 foot = 26.5

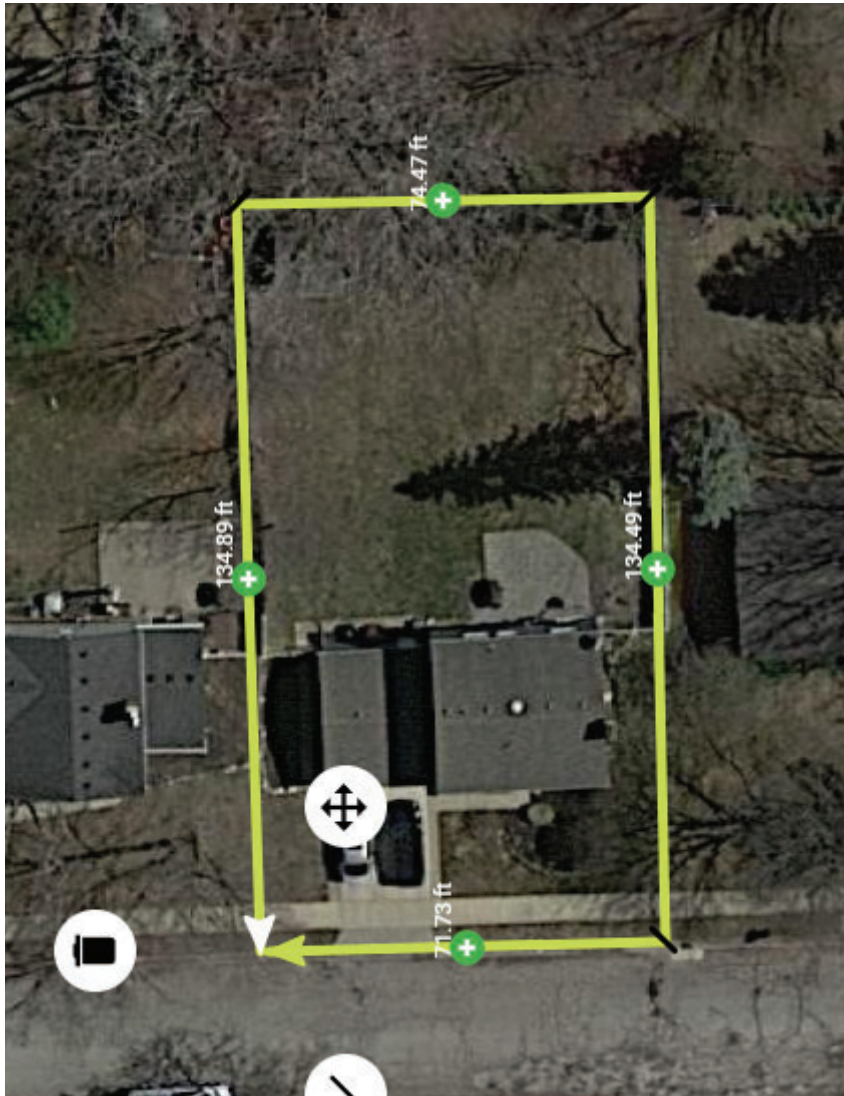
PROPOSED FRONT YARD SETBACK: _____

The allowed front yard setback for your property = 26.5

PORCH AND PATIO ROOF

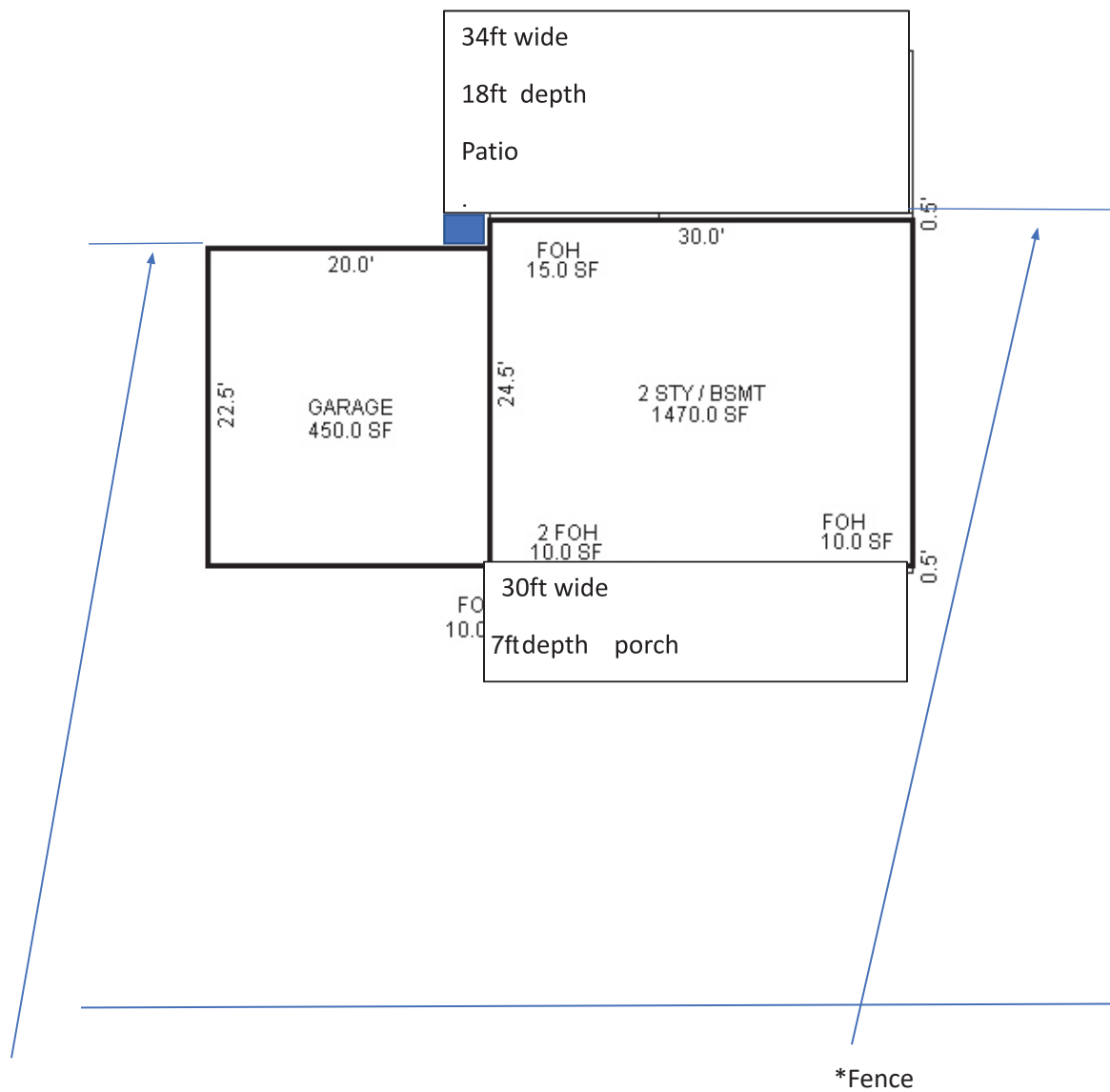
SHANNON DESANTO
916 NOVI STREET
NORTHVILLE MI 48167





Data provided via the Northville City website

Current porch dimensions without roof/covering



The entirety of the backyard is fenced.



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Michigan Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: 

ATTEST

President



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B
ALTA Commitment for Title Insurance 8-1-16

210975

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;

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Fidelity National Title Insurance Company

- (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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27C165B
ALTA Commitment for Title Insurance 8-1-16

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Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Office: Abstract Title Agency
Issuing Office's ALTA® Registry ID: 1131816
Loan ID No.: 505529291
Commitment No.: 210975
Issuing Office File No.: 210975
Property Address: 916 Novi St, Northville, MI 48167
Printed Date/Time: February 19, 2021 11:30:41 AM

SCHEDULE A

1. Commitment Date: January 27, 2021 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA® Loan Policy (06/17/06)
Proposed Insured: First Securities Financial Services, Inc., ISAOA/ATIMA
Proposed Policy Amount: \$247,500.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Shannon L. DeSanto
5. The Land is described as follows:

The Northerly 45 feet of Lot 73 and Lot 74 except the Northerly 30 feet, YERKES ESTATES SUBDIVISION NO. 3, according to the Plat thereof as recorded in Liber 100 of Plats, Page(s) 40 and 41, Oakland County Records.

Kevin R. Olinski
Abstract Title Agency

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27C165B
ALTA Commitment for Title Insurance 8-1-16 - Schedule A

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Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Mortgage from Shannon L DeSanto, a single woman to First Securities Financial Services, Inc., ISAOA/ATIMA, securing the principal amount of \$247,500.00.

The borrower's spouse, if any, must sign the mortgage to refinance if the property is the couple's principal residence.

5. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Pay unpaid taxes and assessments unless shown as paid:

Parcel ID #:48-22-34-428-018 - City of Northville, Oakland County.

State Equalized Value: \$148,900.00 - 100% Homestead

2020 Winter Taxes in the base amount of \$586.74 PAID

2020 Summer Taxes in the base amount of \$4,925.55 PAID

7. Discharge Mortgage from Shannon DeSanto AKA Shannon L. DeSanto, a single woman to MERS, solely as nominee for, United Wholesale Mortgage, a Division of United Shore Financial Services, LLC, in the principal amount of \$245,580.00, dated December 13, 2019, recorded January 3, 2020 in Liber 53658, Page 33, Oakland County Records.

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

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ALTA Commitment for Title Insurance 8-1-16 - Schedule B

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NOTE: In the event that 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B
ALTA Commitment for Title Insurance 8-1-16 - Schedule B

210975

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
5. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. 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.
9. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
10. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
11. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
12. A Search of the Use Restrictions, Easements, and Mineral Rights was not conducted, therefore a general exception has been taken to the following:

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- a. Covenants, conditions and restrictions, if any, appearing in the Public Records.
- b. Any easements or servitudes appearing in the Public Records.
- c. Interest of others in oil, gas and mineral rights, if any, recorded in the Public Records.
- d. 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.

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ABSTRACT TITLE AGENCY PRIVACY POLICY

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Abstract Title Agency.

This form is informational purposes only. Abstract Title Agency will not share any non-public personal information of the clients other than to handle the processing of the transaction, preventing fraud, unauthorized transaction, to control claims, and as required by law.

Collection of Information: We may collect nonpublic personal information from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information found in public records
- Information provided to us by lenders, affiliates, real estate agents, and any other involved parties

No additional nonpublic personal information will be collected about you, unless it is specifically stated otherwise in an amended Privacy Policy Notice.

We do not use your information for anything other than handling the transaction or as referenced in the first statement. We do not disclose this information to anyone except as permitted by law or within the transaction.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards in compliance with federal standards to protect your nonpublic personal information.



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.
Reviewed By: RC

Feb 01, 2017

5.00 E-FILE

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

Not Examined

LIBER 50345 PAGE 757
\$21.00 DEED - COMBINED
\$4.00 REMONUMENTATION
\$5.00 AUTOMATION
\$2,205.90 TRANSFER TX COMBINED
02/01/2017 05:06:33 PM RECEIPT# 14259
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds



WARRANTY DEED

File No. cen105803-FNT

The Grantor(s) Brian Wells, a single man and Leann Wells, a single woman, as tenants in common, whose address is 916 Novi St., Northville, MI 48167

convey(s) and warrant(s) to Shannon L. DeSanto, a single woman, whose address is 194 Rose St., Plymouth, MI 48170

the following described premises situated in the City of Northville, County of Oakland and State of Michigan:

The Northerly 45 feet of Lot 73 and Lot 74 except the Northerly 30 feet, YERKES ESTATES SUBDIVISION NO. 3, according to the Plat thereof as recorded in Liber 100 of Plats, Page(s) 40 and 41, Oakland County Records.

Commonly Known As: 916 Novi St., Northville MI 48167
Sidwell No. 48-22-34-428-018

For the sum of Two Hundred Fifty Six Thousand Five Hundred and 00/100 Dollars (\$256,500.00)

Subject to easements and building and use restriction of record, if any.
Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30 day period, Grantee is further prohibited from conveying the property for a sale price greater than \$307,800.00 until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the Grantee.

Dated: 1/26/17

File No. cen105803-FNT

Signed in presence of:

Signed by:

Witness

Brian Wells

Brian Wells

Witness

Leann Wells

Leann Wells

STATE OF MICHIGAN

COUNTY OF Wayne

The foregoing instrument was acknowledged before me on 1/26/17, by Brian Wells, a single man and Leann Wells, a single woman, as tenants in common.

CHARLES A. SERGISON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Nov 8, 2020
ACTING IN COUNTY OF Wayne

[Signature]
Sign
Print

Notary Public, Wayne County, MI

My commission expires Nov 8, 2020

Acting in the County of Wayne

Drafted By:

Mary Beth Kaljian
789 W. Ann Arbor Trail
Plymouth, MI 48170

When Recorded Mail To:

Shannon L. DeSanto
916 Novi Rd
Northville, MI 48167