

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item 5
August 11, 2008

SUBJECT: Acceptance of Regency Industrial Center condominium street and adoption of Act 51 New Street Resolution accepting Regency Drive as public, adding 1,648 linear feet or 0.31 miles of roadway to the City's street system.

SUBMITTING DEPARTMENT: Engineering *RJA*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

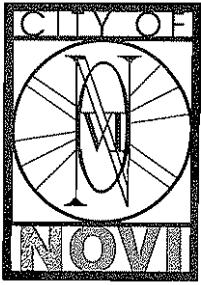
The developer of the Regency Industrial Center condominium has dedicated the single street (Regency Drive) within this development and requested to the City of Novi that it be made public. Regency Drive has been constructed in accordance with City Standards, and according to the Attorneys and consulting engineers, the infrastructure and related acceptance documents are in a form so as to permit acceptance by Council.

A requirement for inclusion in Act 51 certification is the submittal of a formal Resolution confirming Council acceptance of specific streets listing the length of each. The attached Resolution satisfies the Michigan Department of Transportation requirement for adding 1,648 linear feet or 0.31 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of Regency Industrial Center condominium street and adoption of Act 51 New Street Resolution accepting Regency Drive as public, adding 1,648 linear feet or 0.31 miles of roadway to the City's street system.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



CITY OF NOVI

NEW STREET ACCEPTANCE RESOLUTION

REGENCY INDUSTRIAL CENTER CONDOMINIUM

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Kim Capello

Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

City Manager
Clay J. Pearson

City Clerk
Maryanne Cornelius

WHEREAS, the developer of the Regency Industrial Center condominium has requested the acceptance of Regency Drive by the Novi City Council; and,

WHEREAS, said street within Regency Industrial Center condominium is now located within rights-of-way under the control of the City of Novi, has been constructed to City standards, and is open to the public; and,

WHEREAS, Regency Drive is 1,648 linear feet adding a total of 0.31 miles of roadway surface to Novi's public street system.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Novi City Council hereby accept Regency Drive and direct such be included in the City's public street system.

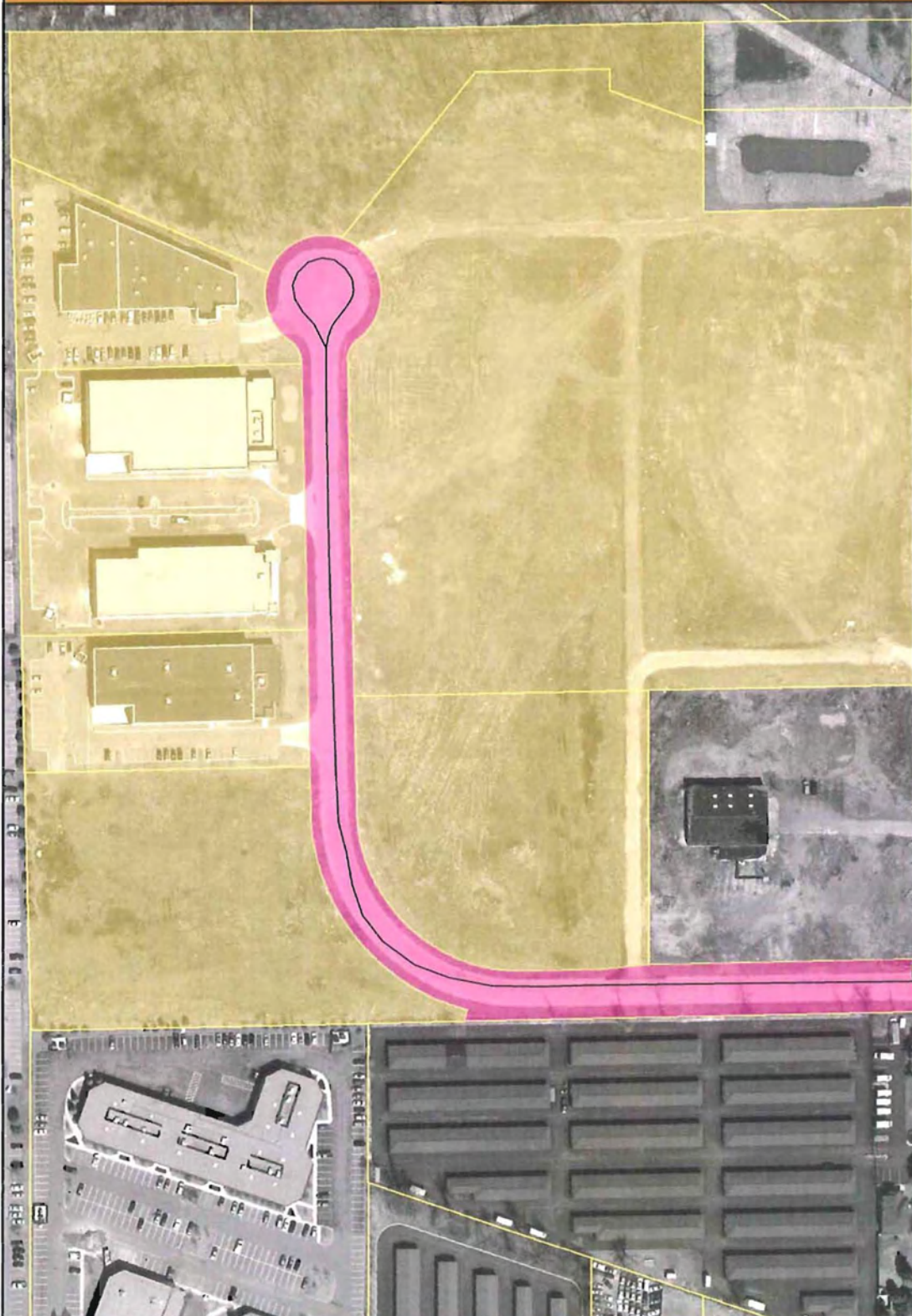
CERTIFICATION

I, Maryanne Cornelius, duly appointed City Clerk of the City of Novi, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at a Regular meeting held this 11th day of August, 2008.


Maryanne Cornelius
City Clerk

REGENCY CENTER CONDOMINIUM

Acceptance of Streets & Right-of-Ways
City of Novi Engineering Division



Legend



Streets
 — Major
 — Minor
 ■ Proposed ROW Acceptance
 ■ Regency Center Condo
 ■ Tax Parcel Boundaries



Street & ROW Acceptance Details
 Regency Dr - 1,648 linear feet
 All right-of-way widths are 60-feet

CITY OF NOVI
 ENGINEERING DIVISION
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-0454
 MAP AUTHOR: AMBER ECKERT,
 GIS TECHNICIAN



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.

July 29, 2008

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Rob Hayes, City Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

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

**Re: Regency Industrial Center
Acceptance of Regency Drive
Our File No. 660138.NOVI
SP03-02**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents regarding the Regency Industrial Center Property:

- Warranty Deed (Regency Drive)
- Bill of Sale (road paving, water main, sanitary sewer and storm sewer within Regency Drive)
- Maintenance and Guarantee Bond
- Commitment for Title Insurance (Regency Drive)
- Partial Discharge of Mortgage

We have the following comments relating to the above-named documents:

Cavalito, LLC seeks to convey Regency Drive, along with the road paving, sanitary sewer, water main, and storm sewer improvements within the Regency Drive Road right-of-way, to the City for public use and maintenance. Our office has reviewed and approved the format and language of the Warranty Deed and Bill of Sale. Subject to Engineering approval of the exhibits, they are ready for acceptance.

Once the Letter of Credit is received by the Finance Department, the Letter of Credit number should be filled into the blank space in the Maintenance and Guarantee Bond.

We note that Regency Drive was not part of the Regency Condominium and was subject to a mortgage in favor of Fifth Third Bank. A partial discharge of mortgage has been provided in this regard.

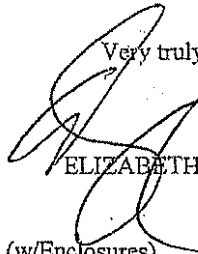
We will forward the original Bill of Sale, Maintenance and Guarantee Bond, Partial Discharge of Mortgage and Warranty Deed to the City Clerk's

Rob Hayes, City Engineer
July 29, 2008
Page 2

Office for processing and recording upon receipt of the originals. This matter may be placed on the next available City Council Agenda for acceptance.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Benny McCusker, DPW Director (w/Enclosures)
Charles Boulard, Building Official (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Taylor Reynolds and Dean Trella, Spalding DeDecker (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Daniel J. Okroy, Ferlito Construction (w/Enclosures)
Suzanne Reynolds, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

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Stantec Consulting Michigan Inc.
3959 Research Park Drive
Ann Arbor MI 48108-2216
Tel: (734) 761-1010
Fax: (734) 761-1200

Stantec

July 24, 2008
File: 2075064201

City of Novi Engineering Division
45175 West Ten Mile Road
Novi, Michigan 48375

Attention: Mr. Aaron Staup

Dear Mr. Staup:

**Reference: Regency Center
Street Acceptance**

Please be advised that the roadway pavement and road Right-of-Way for the above referenced project has been completed in accordance with the pavement evaluation and repair punchlist issued on June 24, 2008 under the observation of Stantec Consulting Michigan Inc. Therefore, we recommend acceptance of these roads and associated Right-of-Way.

Please be aware that this correspondence does not constitute the utility acceptance on the project. We will review the site again after the lift station and utility punch lists are completed.

Sincerely,

STANTEC CONSULTING MICHIGAN INC.

A handwritten signature in black ink, appearing to read "Dean Trella", with a stylized flourish at the end.

Dean Trella
Construction Services
Tel: (734) 214-1829
Fax: (734) 761-1200
dean.trella@stantec.com

- c. Marina Neumaier, City of Novi (via email)
- Sarah Marchioni, City of Novi (via email)
- Sheila Weber, City of Novi (via email)
- Rob Hayes, City of Novi (via email)
- Benny McCusker, City of Novi (via email)
- Anthony Ferlito, Ferlito Construction (via email)
- Suzanne Reynolds, Ferlito Construction (via email)
- George Tsakoff, Stantec (via email)



July 22, 2008

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-
3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretswardle.com

Elizabeth M. Kudln
Direct: 248-539-2846
bkudln@secretswardle.com

Aaron Staup, Construction Engineering Coordinator
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Regency Center Regency Drive and Utility Acceptance
Our File No. 660138.NOV1**

Dear Mr. Staup:

We previously received and reviewed the following *draft* documents regarding the Regency Center Condominium:

- Access Easement
- Sanitary Sewer System Easement
- Storm Sewer System Easement
- Water System Easement
- Warranty Deed (Regency Drive)
- Bill of Sale (water main, sanitary sewer, and storm sewer within Regency Drive)
- Commitment for Title Insurance (Units 1,2,3,4,6, and 7)
- Commitment for Title Insurance (Regency Drive)
- Maintenance and Guarantee Bond (Regency Drive)

We have received and review the following additional documents regarding the Regency Center Condominium:

- Bill of Sale (utilities in Regency Drive)
- Bill of Sale (utilities in water, sanitary sewer system, and storm sewer easements)
- Maintenance and Guarantee Bond (water, sanitary sewer system, and storm sewer)

We have the following comments relating to the above named documents:

1. All approved **exhibits should be attached** to the easements, bills of sale and warranty deed. Once attached, **all documents should be executed**. The **original executed documents should be**

submitted to Juanita Freeman in the City's Community Development Department for processing and distribution.

2. The **additional sentence** added to the City's standard Maintenance and Guarantee Bond **should be deleted** prior to execution of the Bond:

Notwithstanding the foregoing, Principal shall not be responsible for subsequent damage due to lack of routine maintenance which shall be the responsibility of the City after the date of dedication.

All property owners are subject to the same bond terms and we do not recommend acceptance of modified bond language. The Maintenance and Guarantee Bond states specifically that it is for *defects* and not damages related to routine maintenance.

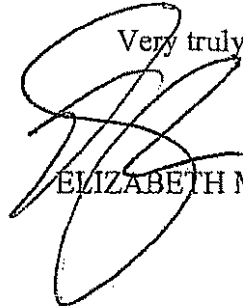
3. It is our understanding, and the Commitment for Title Insurance appears to confirm, that Regency Drive is not part of the "Condominium" and thus does not require consent of the Unit Owners for dedication. We are enclosing a copy of the Master Deed **legal description for confirmation of this issue by Engineering.**
4. It appears Regency Drive is still subject to a construction mortgage in favor of Old Kent Bank. **A discharge of the mortgage over Regency Drive must be provided.**

Once Issues 1 through 4 are addressed, we can recommend acceptance of Regency Drive and utilities subject to any engineering requirements that may remain outstanding.

Aaron Staup, Construction Engineering Coordinator
July 22, 2008
Page 3

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

cc: Maryanne Cornelius, Clerk (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Taylor Reynolds, Spalding DeDecker (w/Enclosures)
Charles Boulard, Building Official (w/Enclosures)
Barb McBeth, Deputy Director of Community Dev (w/Enclosures)
Daniel J. Olcroy, Ferlito Construction (w/Enclosures)
Suzanne Reynolds, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

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ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Regency Centre, Oakland County Condominium Subdivision Plan No. 1360 The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Part of the Northeast 1/4 of Section 24, T.1N., R.8E., City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East 1/4 corner of said Section 24; thence S. 89° 06' 19" W., 754.46 feet along the East-West 1/4 line of said Section 24 to the point of beginning; thence continuing along said East-West 1/4 line of Section 24 S. 89° 06' 19" W., 570.69 feet to a point on the East line of Novi Technology Center, Oakland County Condominium Plan No. 677 as recorded in Liber 11428 pages 233-283 Oakland County Records; thence N. 01° 06' 35" W., 1307.43 feet along said East line of said Novi Technology Center; thence N. 89° 00' 20" E., 911.03 feet; thence S. 00° 10' 34" E., 250.00 feet; thence N. 89° 02' 26" E., 275.44 feet to a point on the Westerly right-of-way of Haggerty Road (width varies); thence continuing along said Westerly right-of-way of Haggerty Road S. 00° 10' 34" E., 628.16 feet; thence S. 89° 06' 19" W., 351.03 feet; thence S. 00° 10' 34" E., 361.26; thence S. 84° 33' 23" W., 63.04 feet; thence S. 89° 06' 19" W., 102.19 feet; thence 338.48 feet along the arc of a curve to the right (radius = 216.00 feet, central angle = 89° 47' 06", chord bears N. 46° 00' 08" W., 304.90 feet); thence N. 01° 06' 35" W., 592.53 feet; thence 32.29 feet along the arc of a curve to the right (radius = 34.00 feet, central angle = 54° 25' 15", chord bears N. 26° 06' 02" E., 31.09 feet); thence 383.13 feet along the arc of a curve to the left (radius = 76.00 feet, central angle = 288° 50' 32", chord bears S. 88° 53' 24" W., 88.44 feet); thence 32.29 feet along the arc of a curve to the right (radius = 34.00 feet, central angle = 54° 25' 17", chord bears S. 28° 19' 14" E., 31.09 feet); thence S. 01° 06' 35" E., 592.26 feet; thence 356.89 feet along the arc of a curve

to the left (radius = 276.00 feet, central angle = 74° 05' 20", chord bears S. 38° 05' 54" E., 332.54 feet); thence S. 14° 51' 26" W., 15.96 feet to the point of beginning. Containing 28.21 acres.

SIDWELL NUMBER: 22-24-276-002 Pt
005 Pt
010 Pt

Reserving therefrom any portion deeded, taken or used for public road purposes, and subject all easements and restrictions of record and all governmental limitations.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Regency Centre Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Regency Centre as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Regency Centre Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

CAVALITO, L.L.C.
27087 Gratiot Avenue
Roseville, Michigan 48066
586-779-0400

July 25, 2008

UPS OVERNIGHT

Juanita Freeman
City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

Re: Road dedication, Regency Centre, Novi, Michigan

Dear Ms. Freeman:

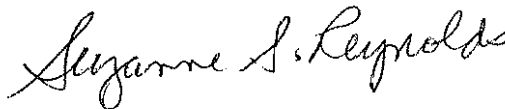
At the request of Beth Kudla, I am forwarding to you fully executed copies (with appropriate exhibits) of the Warranty Deed, Bill of Sale and Maintenance and Guarantee Bond for the dedication of Regency Drive located in Regency Centre condominium. Also enclosed is a copy of the approval letter from Stantec for the roadway improvement.

To company with certain provision of a purchase agreement (of which the City is aware) it is urgent that we make the August 11 City Council meeting for acceptance of the dedication. It is my understanding that to accomplish that, Mr. Staup must have everything to the Council by August 4th to get on the August 11 agenda.

Fifth Third Bank will be delivering the Letter of Credit to be referenced in the Maintenance and Guarantee Bond under separate cover.

Please give me a call if you have any questions or concerns. Thanks for your assistance.

Very truly yours,



Suzanne S. Reynolds

cc: Elizabeth Kudla
Rob Hayes
Aaron Staup
Marina Neumaier
Anthony J. Ferlito



Stantec Consulting Michigan Inc.
3959 Research Park Drive
Ann Arbor MI 48108-2216
Tel: (734) 761-1010
Fax: (734) 761-1200

Stantec

July 24, 2008
File: 2075064201

City of Novi Engineering Division
45175 West Ten Mile Road
Novi, Michigan 48375

Attention: Mr. Aaron Staup

Dear Mr. Staup:

**Reference: Regency Center
Street Acceptance**

Please be advised that the roadway pavement and road Right-of-Way for the above referenced project has been completed in accordance with the pavement evaluation and repair punchlist issued on June 24, 2008 under the observation of Stantec Consulting Michigan Inc. Therefore, we recommend acceptance of these roads and associated Right-of-Way.

Please be aware that this correspondence does not constitute the utility acceptance on the project. We will review the site again after the lift station and utility punch lists are completed.

Sincerely,

STANTEC CONSULTING MICHIGAN INC.

Dean Trella
Construction Services
Tel: (734) 214-1829
Fax: (734) 761-1200
dean.trella@stantec.com

- c. Marina Neumaier, City of Novi (via email)
- Sarah Marchioni, City of Novi (via email)
- Sheila Weber, City of Novi (via email)
- Rob Hayes, City of Novi (via email)
- Benny McCusker, City of Novi (via email)
- Anthony Ferlito, Ferlito Construction (via email)
- Suzanne Reynolds, Ferlito Construction (via email)
- George Tsakoff, Stantec (via email)

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS: That Cavalito, L.L.C., a Michigan limited liability company, the address of which is 27087 Gratiot, Roseville, Michigan 48066 ("Grantor")

Conveys and Warrants to the City of Novi, a Michigan municipal corporation, the address of which is 45175 W. Ten Mile, Novi, MI 48375 ("Grantee")

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

See attached Exhibit A
Sidwell 22-24-276-021

subject to easements and restrictions of record,

for the full consideration of One Dollar (\$1.00), the receipt and adequacy of which is hereby acknowledged.

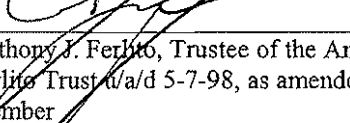
This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan Right to Farm Act.


The Grantor grants to the Grantee the right to make no divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Exempt from transfer tax pursuant to MCLA 207.505 (a) and 207.565 (a)

Dated this 24th day of July, 2008.

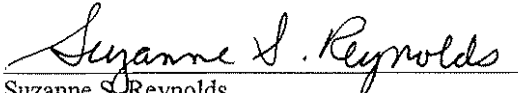
CAVALITO, L.L.C., a
Michigan limited liability company

By: 
Anthony J. Ferlito, Trustee of the Anthony J.
Ferlito Trust u/a/d 5-7-98, as amended and restated
Its: Member

By: 
Lorenzo J. Cavaliere, Trustee of the Lorenzo J.
Cavaliere Revocable Living Trust u/a/d 12-10-98
as amended
Its: Member

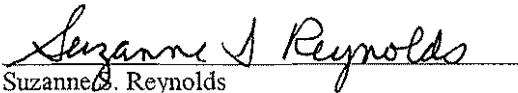
STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 24th day of July, 2008, by Anthony J. Ferlito, Trustee of the Anthony J. Ferlito Trust u/a/d 5-7-98, as amended and restated, Member of Cavalito, L.L.C., a Michigan limited liability company, on behalf of the company.


Suzanne S. Reynolds
Notary Public, Oakland County, Michigan
My commission expires: 10-22-10
Acting in Macomb

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 24th day of July, 2008 by Lorenzo J. Cavaliere, Trustee of the Lorenzo J. Cavaliere Revocable Living Trust u/a/d 12-10-98, as amended, Member of Cavalito, L.L.C., a Michigan limited liability company, on behalf of the company.


Suzanne S. Reynolds
Notary Public, Oakland County, Michigan
My commission expires: 10-22-10
Acting in Macomb County

Drafted By:
Suzanne S. Reynolds
Ferlito Construction, Inc.
27087 Gratiot Ave., Roseville, MI 48066

Return to:
Clerk
City of Novi
45175 West Ten Mile Rd.
Novi, MI 48375-3024

Exhibit A (one of two)

LEGAL DESCRIPTION - Regency Drive (60 ft. wide)

Part of the Northeast $\frac{1}{4}$ of Section 24 T.1N., R.8E., City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East $\frac{1}{4}$ corner of said Section 24; thence S. 89° 06' 19" W., 135.03 feet along the East-West $\frac{1}{4}$ line of said Section 24 to the point of beginning; thence continuing along said East-West $\frac{1}{4}$ line S. 89° 06' 19" W., 619.43 feet; thence N. 14° 51' 26" E., 15.96 feet; thence 356.89 feet along the arc of a curve to the right (radius = 276.00 feet, central angle = 74° 05' 20", chord bears N. 38° 05' 54" W., 332.54 feet); thence N. 01° 06' 35" W., 592.26 feet; thence 32.29 feet along the arc of a curve to the left (radius = 34.00 feet; central angle = 54° 25' 17", chord bears N. 28° 19' 14" W., 31.09 feet); thence 383.13 feet along the arc of a curve to the right (radius = 76.00 feet, central angle = 288° 50' 32", chord bears N. 88° 53' 24" E., 88.44 feet); thence 32.29 feet along the arc of a curve to the left (radius = 34.00 feet, central angle = 54° 25' 15", chord bears S. 26° 06' 02" W., 31.09 feet); thence S. 01° 06' 35" E., 592.53 feet; thence 338.48 feet along the arc of a curve to the left (radius = 216.00 feet, central angle = 89° 47' 06", chord bears S. 46° 00' 08" E. 304.90 feet); thence N. 89° 06' 19" E., 102.19 feet; thence N. 84° 33' 23" E., 63.04 feet; thence N. 89° 06' 19" E., 375.89 feet; thence S. 00° 10' 34" E., 29.47 feet; thence S. 00° 21' 07" E., 40.53 feet to the point of beginning. Containing 115,669 square feet.

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

1310 N. Stephenson Highway
Royal Oak, Michigan 48067-1508

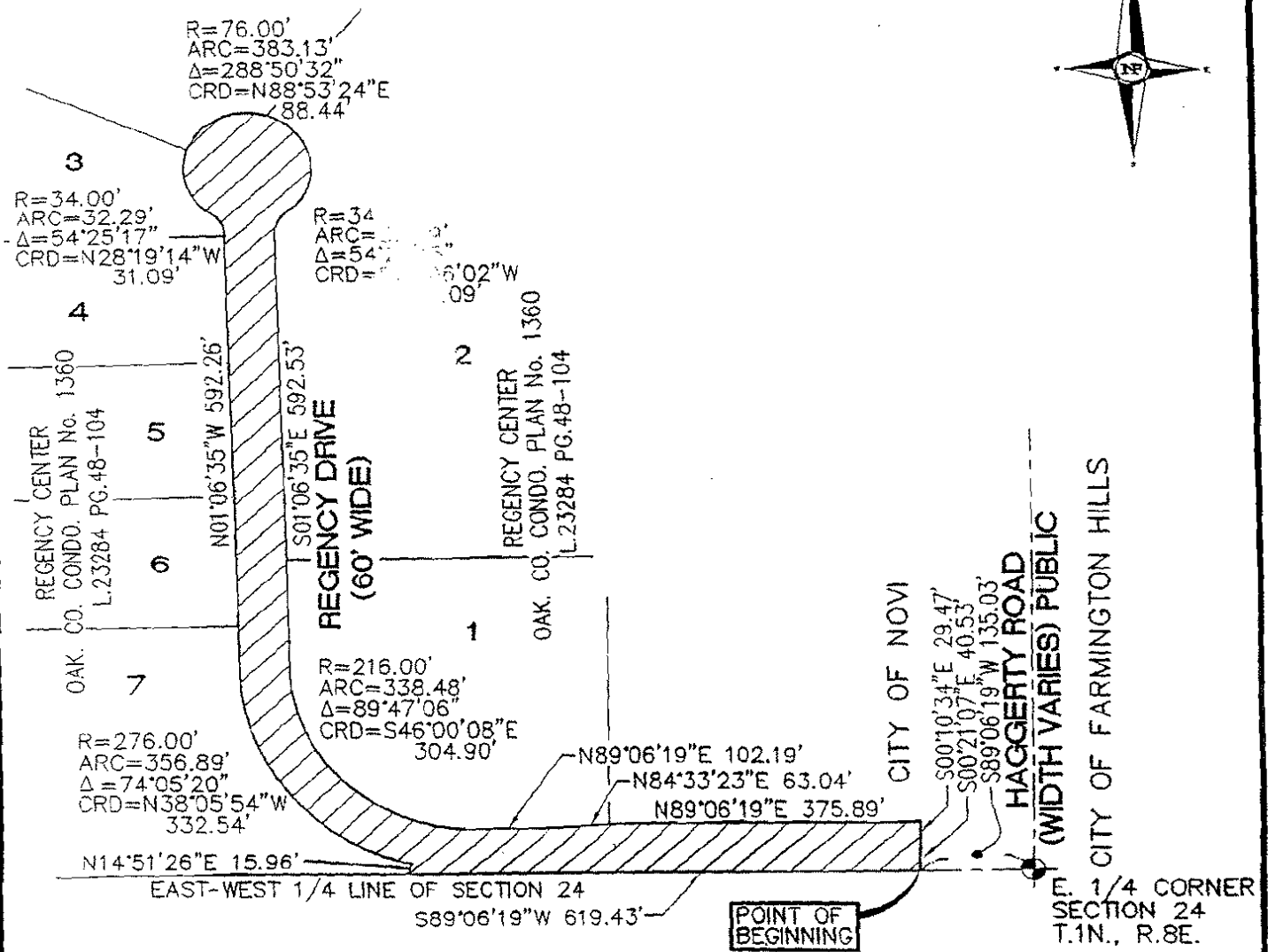
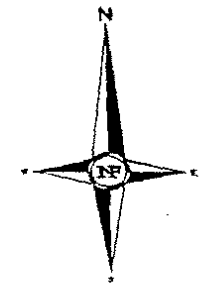
Tel. (248) 399-0886
Fax. (248) 399-0805

SCALE	DATE	DRAWN	JOB No.	SHEET
NONE	8/26/02	J. Pioch	8-A650	2 of 2

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Exhibit A CONTINUED



NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

1310 N. Stephenson Highway
Royal Oak, Michigan 48067-1508

Tel. (248) 399-0886
Fax. (248) 399-0805

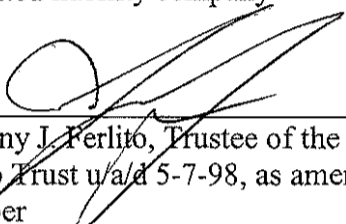
SCALE	DATE	DRAWN	JOB No.	SHEET
1" = 200'	8/26/02	J. Pioch	8-A650	1 of 2

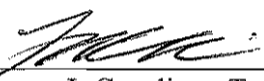
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Cavalito, L.L.C., a Michigan limited liability company, the address of which is 27087 Gratiot Ave., Roseville, Michigan, 48066 for the sum of One Dollar (\$1.00) the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Novi, a municipal corporation, the address of which is 45175 West Ten Mile Road, Novi, Michigan 48375, all of the road paving, and pipes, valves, joints and appurtenances attached to or installed in the ground as part of the water supply system, sanitary sewer system and storm sewer system (to the extent the storm sewer facilities are integrated into those portions of the storm sewer easements dedicated to the City of Novi) contained in the Regency Drive road right-of-way, the legal description of which is attached hereto as Exhibit A.

Executed this 24th day of July, 2008.

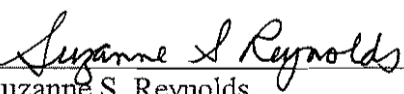
CAVALITO, L.L.C., a
Michigan limited liability company

By: 
Anthony J. Ferlito, Trustee of the Anthony J. Ferlito Trust u/a/d 5-7-98, as amended and restated
Its: Member

By: 
Lorenzo J. Cavaliere, Trustee of the Lorenzo J. Cavaliere Revocable Living Trust u/a/d 12-10-98 as amended
Its: Member

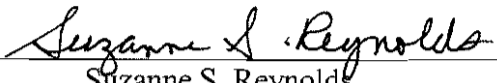
STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 24th day of July, 2008, by Anthony J. Ferlito, Trustee of the Anthony J. Ferlito Trust u/a/d 5-7-98, as amended and restated, Member of Cavalito, L.L.C., a Michigan limited liability company, on behalf of the company.


Suzanne S. Reynolds
Notary Public, Oakland County, Michigan
My commission expires: 10-22-10
Acting in Macomb

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 24th day of July, 2008 by Lorenzo J. Cavaliere, Trustee of the Lorenzo J. Cavaliere Revocable Living Trust u/a/d 12-10-98, as amended, Member of Cavalito, L.L.C., a Michigan limited liability company, on behalf of the company.



Suzanne S. Reynolds
Notary Public, Oakland County, Michigan
My commission expires: 10-22-10
Acting in Macomb County

Drafted By:
Suzanne S. Reynolds
Ferlito Construction, Inc.
27087 Gratiot Ave., Roseville, MI 48066

Return to:
Clerk
City of Novi
45175 West Ten Mile Rd.
Novi, MI 48375-3024

Exhibit A (one of two)

LEGAL DESCRIPTION - Regency Drive (60 ft. wide)

Part of the Northeast ¼ of Section 24 T.1N., R.8E., City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East ¼ corner of said Section 24; thence S. 89° 06' 19" W., 135.03 feet along the East-West ¼ line of said Section 24 to the point of beginning; thence continuing along said East-West ¼ line S. 89° 06' 19" W., 619.43 feet; thence N. 14° 51' 26" E., 15.96 feet; thence 356.89 feet along the arc of a curve to the right (radius = 276.00 feet, central angle = 74° 05' 20", chord bears N. 38° 05' 54" W., 332.54 feet); thence N. 01° 06' 35" W., 592.26 feet; thence 32.29 feet along the arc of a curve to the left (radius = 34.00 feet; central angle = 54° 25' 17", chord bears N. 28° 19' 14" W., 31.09 feet); thence 383.13 feet along the arc of a curve to the right (radius = 76.00 feet, central angle = 288° 50' 32", chord bears N. 88° 53' 24" E., 88.44 feet); thence 32.29 feet along the arc of a curve to the left (radius = 34.00 feet, central angle = 54° 25' 15", chord bears S. 26° 06' 02" W., 31.09 feet); thence S. 01° 06' 35" E., 592.53 feet; thence 338.48 feet along the arc of a curve to the left (radius = 216.00 feet, central angle = 89° 47' 06", chord bears S. 46° 00' 08" E. 304.90 feet); thence N. 89° 06' 19" E., 102.19 feet; thence N. 84° 33' 23" E., 63.04 feet; thence N. 89° 06' 19" E., 375.89 feet; thence S. 00° 10' 34" E., 29.47 feet; thence S. 00° 21' 07" E., 40.53 feet to the point of beginning. Containing 115,669 square feet.

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

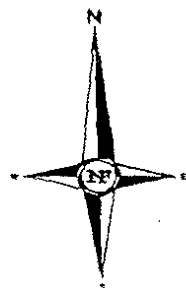
1310 N. Stephenson Highway
Royal Oak, Michigan 48067-1508

Tel. (248) 399-0886
Fax. (248) 399-0805

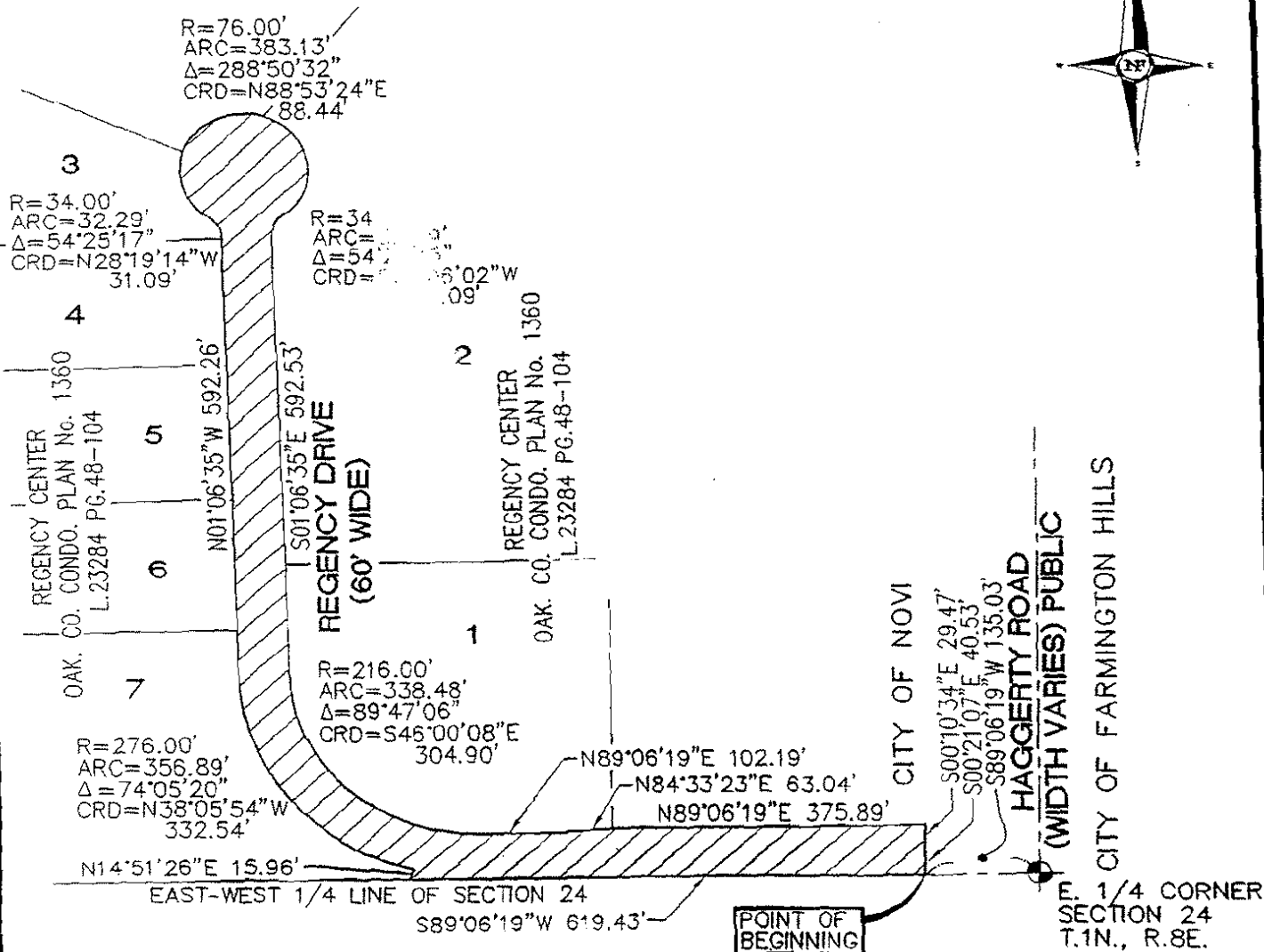
SCALE	DATE	DRAWN	JOB No.	SHEET
NONE	8/26/02	J. Pioch	8-A650	2 of 2

3:00:00 - F:\E5\A650\FINAL\A650_ROW - rev 5/1.dwg 08/26/2002 02:42:33 PM Ricoh.ccg

Exhibit A CONTINUED



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Consulting Engineers • Land Surveyors • Land Planners

1310 N. Stephenson Highway
 Royal Oak, Michigan 48067-1508

Tel. (248) 399-0886
 Fax. (248) 399-0805

SCALE	DATE	DRAWN	JOB No.	SHEET
1" = 200'	8/26/02	J. Pioch	8-A650	1 of 2

MAINTENANCE AND GUARANTEE BOND

The undersigned, Cavalito, L.L.C. a Michigan limited liability company, "Principal," whose address is 27087 Gratiot Ave., Roseville, MI 48066, prior to or with the execution of this Maintenance and Guarantee Bond, has provided, or does provide to the City of Novi, security in the total amount of \$72,985.00 to guarantee workmanship and materials with respect to roadway improvements dedicated as Regency Drive, the legal description of which is attached hereto as Exhibit A. Such security has been posted in the form of irrevocable Letter of Credit No. _____ issued by Fifth Third Bank ("Bank"), for which payment Principal and Bank bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal, for a period of two (2) year(s) after said improvements and installations are accepted formally as a public street by the City of Novi, by written acknowledgement, shall keep the improvements in good functioning order by immediately repairing any defect in same, whether due to improper or defective materials, equipment, labor, workmanship, or otherwise, and shall restore the improvements and any other property of the City or third persons affected by the defect(s) or repair(s), without expense to the City, whenever directed to do so by written notice from the City, served personally or by mail on the Principal at its address as stated in this Bond. Principal consents to such service on their employees and/or agents.

If the repairs directed by the City are not completed within the time specified in the notice, which shall not be less than one week from service of the notice, the City shall have the right to perform or secure the performance of the repairs, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to the Principal and drawn on its Letter of Credit which has been provided to the City.

Emergency repairs that are necessary to protect life and property may be undertaken by the City immediately and without advance notice to the Principal, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal.

Any repairs the City may perform as provided in this Bond may be by City employees, agents, or independent contractors. The City shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when City employees are utilized to be based on the hourly cost to the City of the employee(s) performing the repair.

This Bond and the obligations of Principal under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as public by the City of Novi, by written acknowledgement, for defects discovered within that period for which the City provides written notice to the Principal within fourteen (14) days of discovery of the defect.

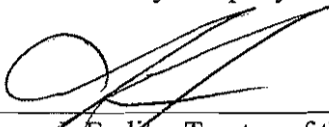
It is a further condition of this Bond that the Principal shall fully indemnify, defend, and hold the City, and its officers, officials, and employees, harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its

servants, agents, or employees in the construction or repair of the improvements, including claims arising under the worker's compensation laws of the State of Michigan.

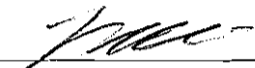
This Bond was executed by the Principal on the date indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is July 29, 2008.

CAVALITO, L.L.C., a
Michigan limited liability company

By: 

Anthony J. Ferlito, Trustee of the Anthony J.
Ferlito Trust u/a/d 5-7-98, as amended and restated
Its: Member

By: 

Lorenzo J. Cavaliere, Trustee of the Lorenzo J.
Cavaliere Revocable Living Trust u/a/d 12-10-98
as amended
Its: Member

Exhibit A (one of two)

LEGAL DESCRIPTION - Regency Drive (60 ft. wide)

Part of the Northeast $\frac{1}{4}$ of Section 24 T.1N., R.8E., City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East $\frac{1}{4}$ corner of said Section 24; thence S. $89^{\circ} 06' 19''$ W., 135.03 feet along the East-West $\frac{1}{4}$ line of said Section 24 to the point of beginning; thence continuing along said East-West $\frac{1}{4}$ line S. $89^{\circ} 06' 19''$ W., 619.43 feet; thence N. $14^{\circ} 51' 26''$ E., 15.96 feet; thence 356.89 feet along the arc of a curve to the right (radius = 276.00 feet, central angle = $74^{\circ} 05' 20''$, chord bears N. $38^{\circ} 05' 54''$ W., 332.54 feet); thence N. $01^{\circ} 06' 35''$ W., 592.26 feet; thence 32.29 feet along the arc of a curve to the left (radius = 34.00 feet; central angle = $54^{\circ} 25' 17''$, chord bears N. $28^{\circ} 19' 14''$ W., 31.09 feet); thence 383.13 feet along the arc of a curve to the right (radius = 76.00 feet, central angle = $288^{\circ} 50' 32''$, chord bears N. $88^{\circ} 53' 24''$ E., 88.44 feet); thence 32.29 feet along the arc of a curve to the left (radius = 34.00 feet, central angle = $54^{\circ} 25' 15''$, chord bears S. $26^{\circ} 06' 02''$ W., 31.09 feet); thence S. $01^{\circ} 06' 35''$ E., 592.53 feet; thence 338.48 feet along the arc of a curve to the left (radius = 216.00 feet, central angle = $89^{\circ} 47' 06''$, chord bears S. $46^{\circ} 00' 08''$ E., 304.90 feet); thence N. $89^{\circ} 06' 19''$ E., 102.19 feet; thence N. $84^{\circ} 33' 23''$ E., 63.04 feet; thence N. $89^{\circ} 06' 19''$ E., 375.89 feet; thence S. $00^{\circ} 10' 34''$ E., 29.47 feet; thence S. $00^{\circ} 21' 07''$ E., 40.53 feet to the point of beginning.
Containing 115,669 square feet.

NF NOWAK & FRAUS

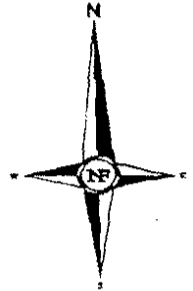
Consulting Engineers • Land Surveyors • Land Planners

1310 N. Stephenson Highway
Royal Oak, Michigan 48067-1508

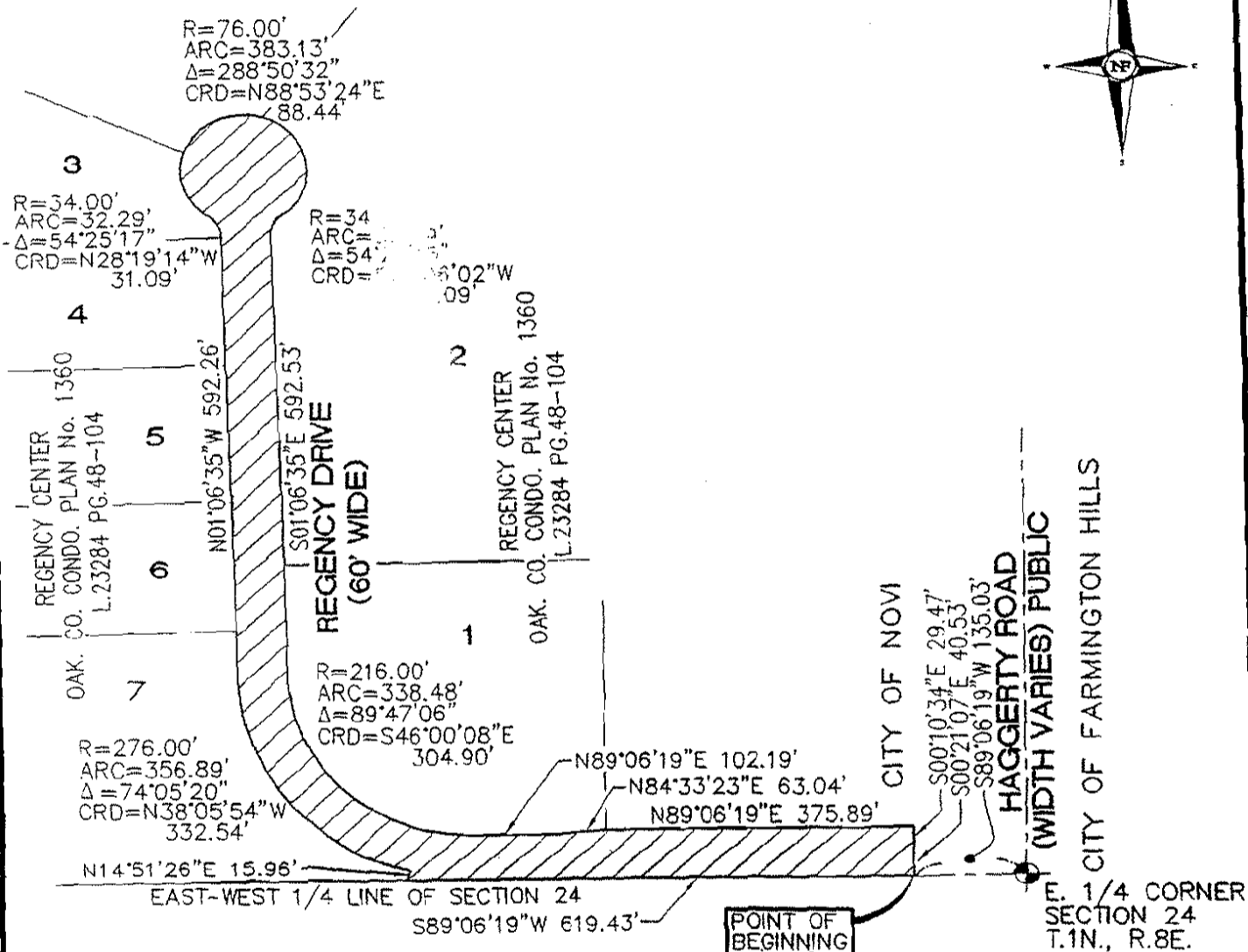
Tel. (248) 399-0886
Fax. (248) 399-0805

SCALE	DATE	DRAWN	JOB No.	SHEET
NONE	8/26/02	J. Pioch	8-A650	2 of 2

Exhibit A CONTINUED



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Royal Oak, Michigan 48067-1508

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SCALE	DATE	DRAWN	JOB No.	SHEET
1" = 200'	8/26/02	J. Pioch	8-A650	1 of 2