



CITY of NOVI CITY COUNCIL

**Agenda Item H
December 17, 2012**

SUBJECT: Acceptance of Wilshire Abbey Subdivision streets and adoption of Act 51 New Street Resolution accepting Cheltenham Drive, Sarnia Drive, and Donnington Court as public, adding 2,711 linear feet or 0.51 miles of roadway to the City's street system.

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Mirage Development, LLC, developers for the Wilshire Abbey Subdivision has requested the dedication of Cheltenham Drive, Sarnia Drive, and Donnington Court and also requests that the City of Novi accept these streets as public assets. The right-of-way widths for each of the above streets are sixty (60) feet. These streets were proposed as public on the approved plat. (Portions of Cheltenham Drive and Sarnia Drive extend into an adjacent development and were previously dedicated and accepted as public streets.)

Wilshire Abbey streets have been constructed in accordance with City Standards, and according to the City Attorney's office, the related acceptance documents are in a form so as to permit acceptance by Council (October 4, 2012 letter from Beth Saarela, attached). According to the city's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker & Associates, Inc. July 10, 2012 letter, attached). The attached Resolution satisfies the Michigan Department of Transportation requirement for adding 2,711 linear feet or 0.51 miles of roadway to Act 51 funding.

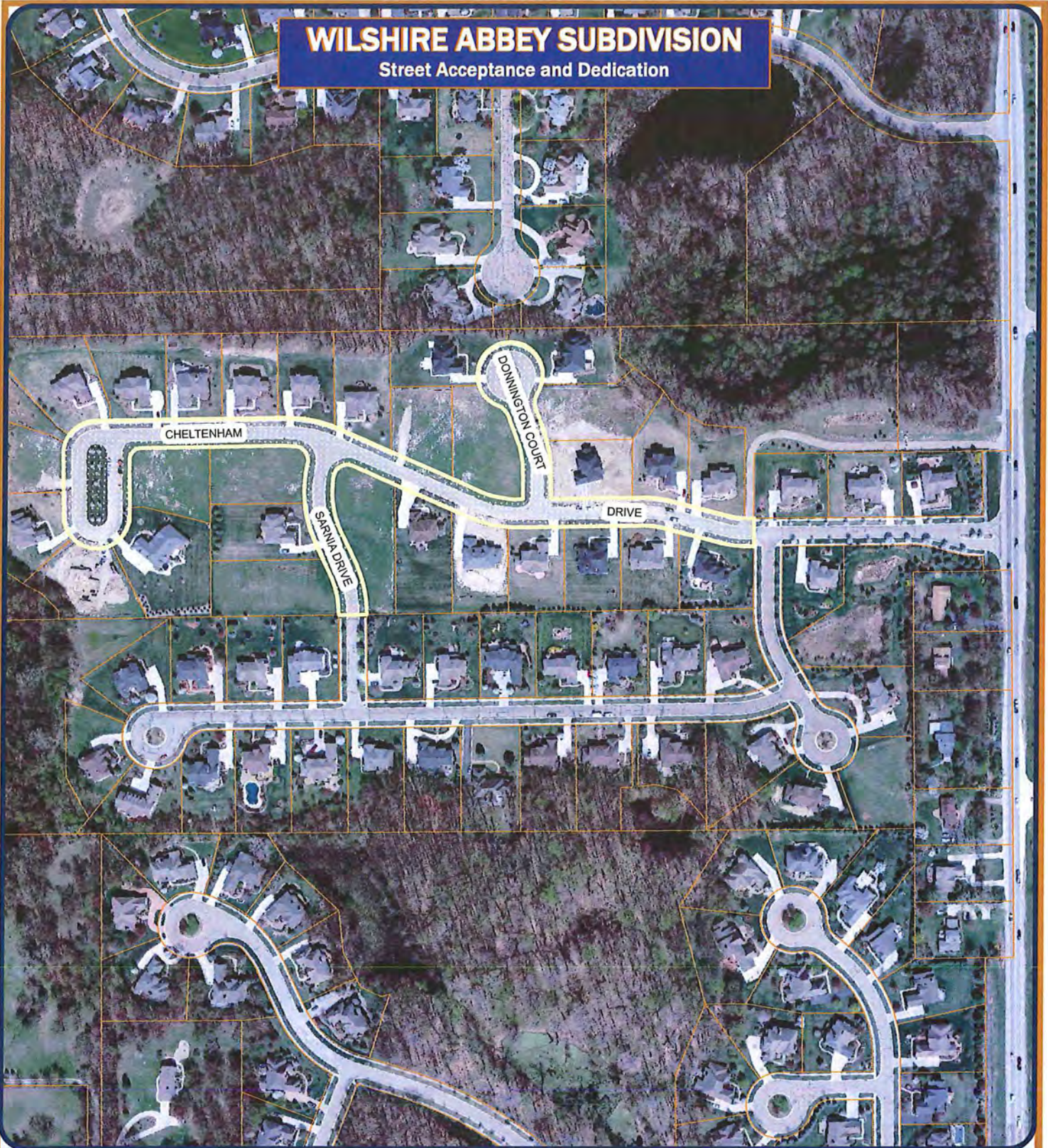
RECOMMENDED ACTION: Acceptance of Wilshire Abbey Subdivision streets and adoption of Act 51 New Street Resolution accepting Cheltenham Drive, Sarnia Drive, and Donnington Court as public, adding 2,711 linear feet or 0.51 miles of roadway to the City's street system.

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

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

WILSHIRE ABBEY SUBDIVISION

Street Acceptance and Dedication



Map Author: Aaron J. Staup
 Date: November 29, 2012
 Project: Wilshire Abbey Subdivision
 Version #: 1

Cheltenham Drive, Donnington Court
 & Sarnia Drive

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.

Map Legend

-  Novi Tax Parcel BSA
-  Novi 2010 Aerial Photograph
- RGB**
-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3
-  City of Novi Boundary



City of Novi

Engineering Division
 Department of Public Services
 26300 Delwal Drive
 Novi, MI 48375
 cityofnovi.org



1 inch = 290 feet

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**WILSHIRE ABBEY SUBDIVISION
Cheltenham Drive, Sarnia Drive, and Donnington Court**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on December 17, 2012, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Cheltenham Drive, Sarnia Drive, and Donnington Court, local streets within Wilshire Abbey Subdivision, and,

WHEREAS; that said are located within a City right-of-way that is under the control of the City of Novi;

WHEREAS; that said streets were open to the public since 2004.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Cheltenham Drive, Sarnia Drive, and Donnington Court and direct such be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Maryanne Cornelius, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 17th day of December, 2012, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Maryanne Cornelius, City Clerk
City of Novi



July 10, 2012

Mr. Aaron Staup
Construction Engineering Coordinator
Department of Public Services
Field Services Complex – Engineering Division
26300 Delwal Drive
Novi, MI 48375

Re: Wilshire Abbey
Site Utilities and Pavement Recommendation for Acceptance
Novi SP No.: 97-0048
SDA Job No.: NV011-214

Dear Mr. Staup:

Please be advised that the sanitary manholes, gate valve and wells, hydrants, storm catch basins and pavement for the above referenced project have been repaired in accordance with the City of Novi Standards and Details under the observation of SDA. At this time SDA finds the roads and utilities within this development to be acceptable.

In addition, SDA has performed 74.25 hours of inspection for an amount of \$5,568.75 due. As well as inspection duties, SDA also performed CCA services as requested by the City. The CCA services totaled 28.75 hours for an amount of \$2,731.25. In total for services performed SDA has earned \$8,300. See attached back up for specific detailed hourly breakdown. We request this amount be withheld for payment to SDA. We recommend the remaining amount be released.

Please note that we have not addressed any items related to landscaping, woodlands or wetlands because the appropriate City staff or consultants will need to address these issues.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER ASSOCIATES, INC.

Ted Meadows
Contract Administrator

cc: Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)
Marina Neumaier, City of Novi – Assistant Finance Director (e-mail)
Sheila Weber, City of Novi – Bond Coordinator (e-mail)
Robert West, City of Novi – Water & Sewer Manager (e-mail)
Claudio Rossi, Mirage Development (e-mail)
SDA CE Job File



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

October 4, 2012

Rob Hayes, Director of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, Michigan 48375

**Re: Wilshire Abbey Subdivision – SP97-48
Street and Utility Acceptance**

Dear Mr. Hayes:

We have received and reviewed the following documents for the conveyance of streets and utilities within the Wilshire Abbey Subdivision:

1. Bill of Sale for streets and paving
2. Commitment for Title Insurance
3. Maintenance and Guarantee Bond – Street Paving
4. Maintenance and Guarantee Bond – Water and Sanitary Sewer

Subject to the approval of the amount of the Maintenance and Guarantee Bond by Engineering, the above documents appear to be in order for acceptance. Once the streets have been accepted by City Council Resolution, the Bill of Sale, Commitment for Title Insurance, and Maintenance and Guarantee Bonds should be retained in the City's file. We will forward the original Bill of Sale to the City Clerk's Office for the City's file.

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

Very truly yours,

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



Elizabeth Kudla Saarela

October 4, 2012

Page 2

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Original Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sarah Marchioni, Building Permits Coordinator (w/Enclosures)
Brian Coburn, Engineering Manager (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sheila Weber and Kristin Pace, Treasurer's Office (w/Enclosures)
Claudio Rossi, Mirage Development (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

BILL OF SALE

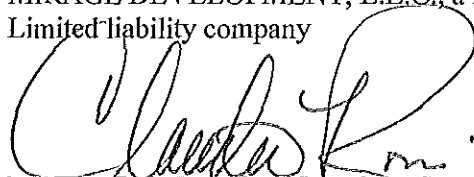
KNOW ALL MEN BY THESE PRESENTS, that Mirage Development, L.L.C, a Michigan Limited Liability Company, whose address is 45380 W. Ten Mile Road, Ste. 135, Novi, Michigan 48375, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, the street paving according to the easements and/or public rights-of-way therefore established described as follows:

{Land situated in the City of Novi, Oakland County, Michigan, being described as Wilshire Abbey as recorded in Liber 292 of Plats, Page 31 through 37, Oakland County Records, and lots 1 through 29 and 2 private parks, therein}

In witness whereof, the undersigned has executed these presents this 28th day of AUGUST, 2012

Signed by

MIRAGE DEVELOPMENT, L.L.C., a Michigan Limited liability company



By: CLAUDIO ROSSI, MEMBER

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of AUGUST, 2012 by CLAUDIO ROSSI, MEMBER, on behalf of MIRAGE DEVELOPMENT-LLC, a MI LLL corporation.



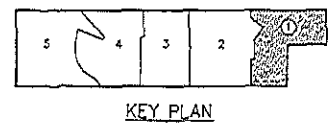
Notary Public MARK PAULSON
OAKLAND County, Michigan

My Commission Expires: 6/13/2018

Drafted by:
Elizabeth Kudla Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

Return To:
Maryanne Cornelius, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-302

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
1	15°06'47"	200.00'	52.75'	52.60'	N82°16'52"W
2	15°06'47"	280.00'	68.58'	68.38'	N87°16'52"W
3	15°20'28"	280.00'	68.62'	69.41'	N82°23'42"W
4	15°20'28"	200.00'	53.55'	53.39'	N87°27'42"W



WILSHIRE ABBEY SUBDIVISION

PART OF THE S.E. 1/4 OF SECTION 29, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

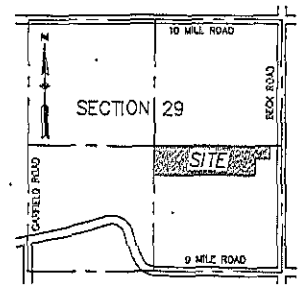
"HUMMINGBIRD ESTATES"
L. 212, P. 11, 12 & 13

RED ROBIN PARK (PRIVATE)
N89°49'08"E
REC. AS (N89°48'28"E)

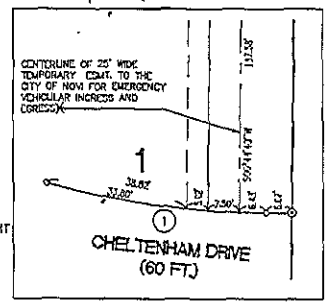
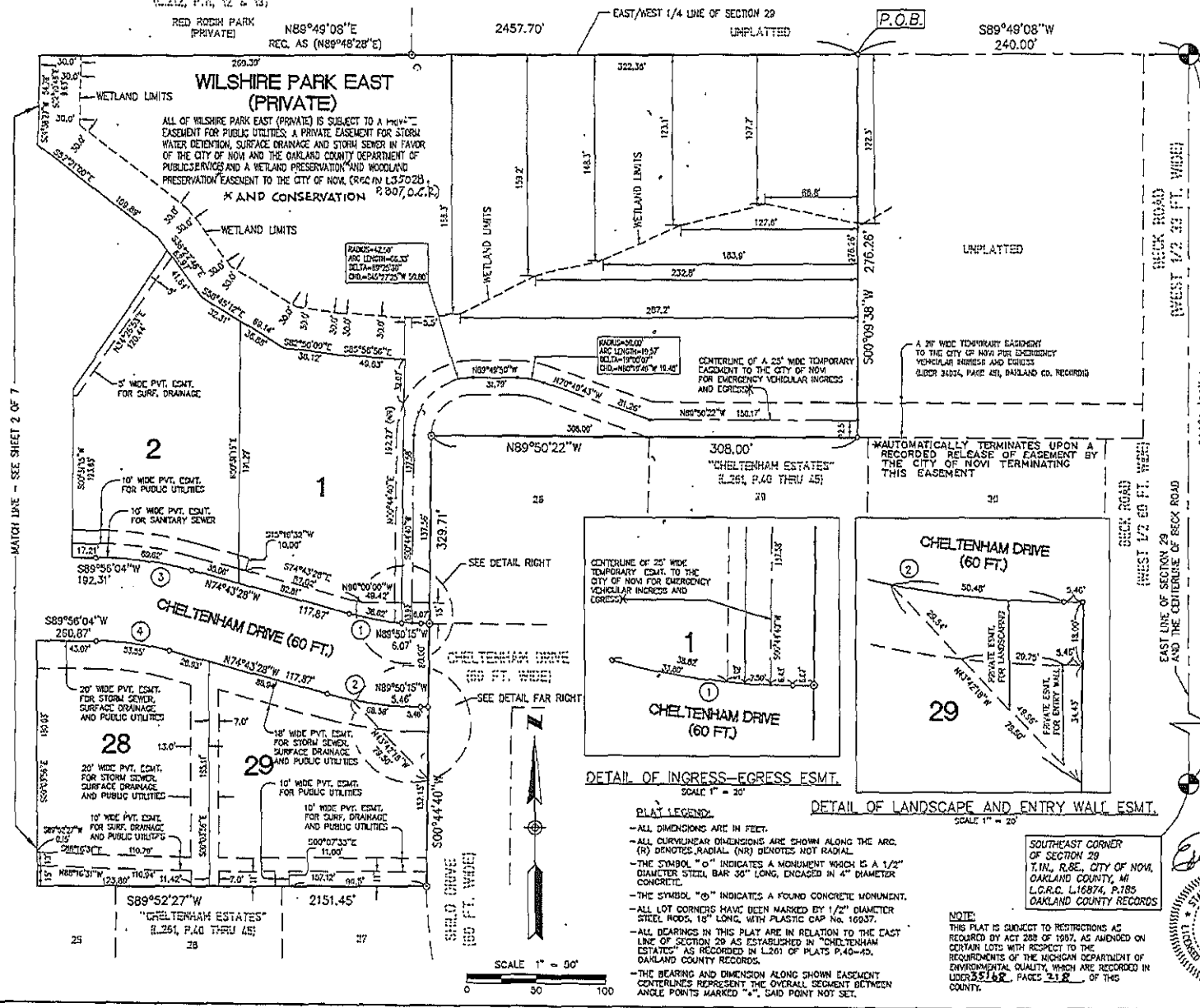
2457.70' EAST/WEST 1/4 LINE OF SECTION 29 UNPLATTED

P.O.B.
S89°49'08"W
240.00'

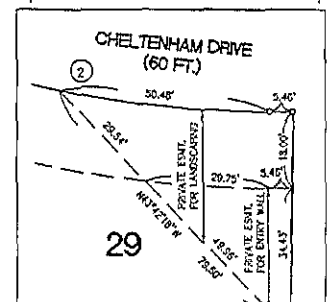
EAST 1/4 CORNER OF SECTION 29 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MI L.C.R.C. L18874, P.145 OAKLAND COUNTY RECORDS



LOCATION MAP
NOT TO SCALE



DETAIL OF INGRESS-EGRESS ESMT.
SCALE 1" = 20'

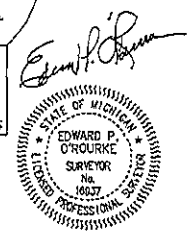


DETAIL OF LANDSCAPE AND ENTRY WALL ESMT.
SCALE 1" = 20'

- PLAT LEGEND:**
- ALL DIMENSIONS ARE IN FEET.
 - ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC. (R) DENOTES RADIAL. (VR) DENOTES NOT RADIAL.
 - THE SYMBOL "O" INDICATES A MONUMENT WHICH IS A 1/2" DIAMETER STEEL BAR 30" LONG, DEDICATED IN 4" DIAMETER CONCRETE.
 - THE SYMBOL "⊙" INDICATES A FOUND CONCRETE MONUMENT.
 - ALL LOT CORNERS HAVE BEEN MARKED BY 1/2" DIAMETER STEEL RODS, 18" LONG, WITH PLASTIC CAP NO. 16937.
 - ALL BEARINGS IN THIS PLAT ARE IN RELATION TO THE EAST LINE OF SECTION 29 AS ESTABLISHED IN "CHELTENHAM ESTATES" AS RECORDED IN L261 OF PLATS P.40-45, OAKLAND COUNTY RECORDS.
 - THE BEARING AND DIMENSION ALONG EASEMENT CENTERLINES REPRESENT THE OVERALL SEGMENT BETWEEN ANGLE POINTS MARKED "A", SAID POINT NOT SET.

SOUTHEAST CORNER OF SECTION 29 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MI L.C.R.C. L18874, P.185 OAKLAND COUNTY RECORDS

NOTE:
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 208 OF 1997, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY WHICH ARE RECORDED IN LIBER 3518, PAGES 218 OF THIS COUNTY.

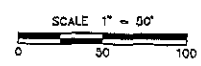


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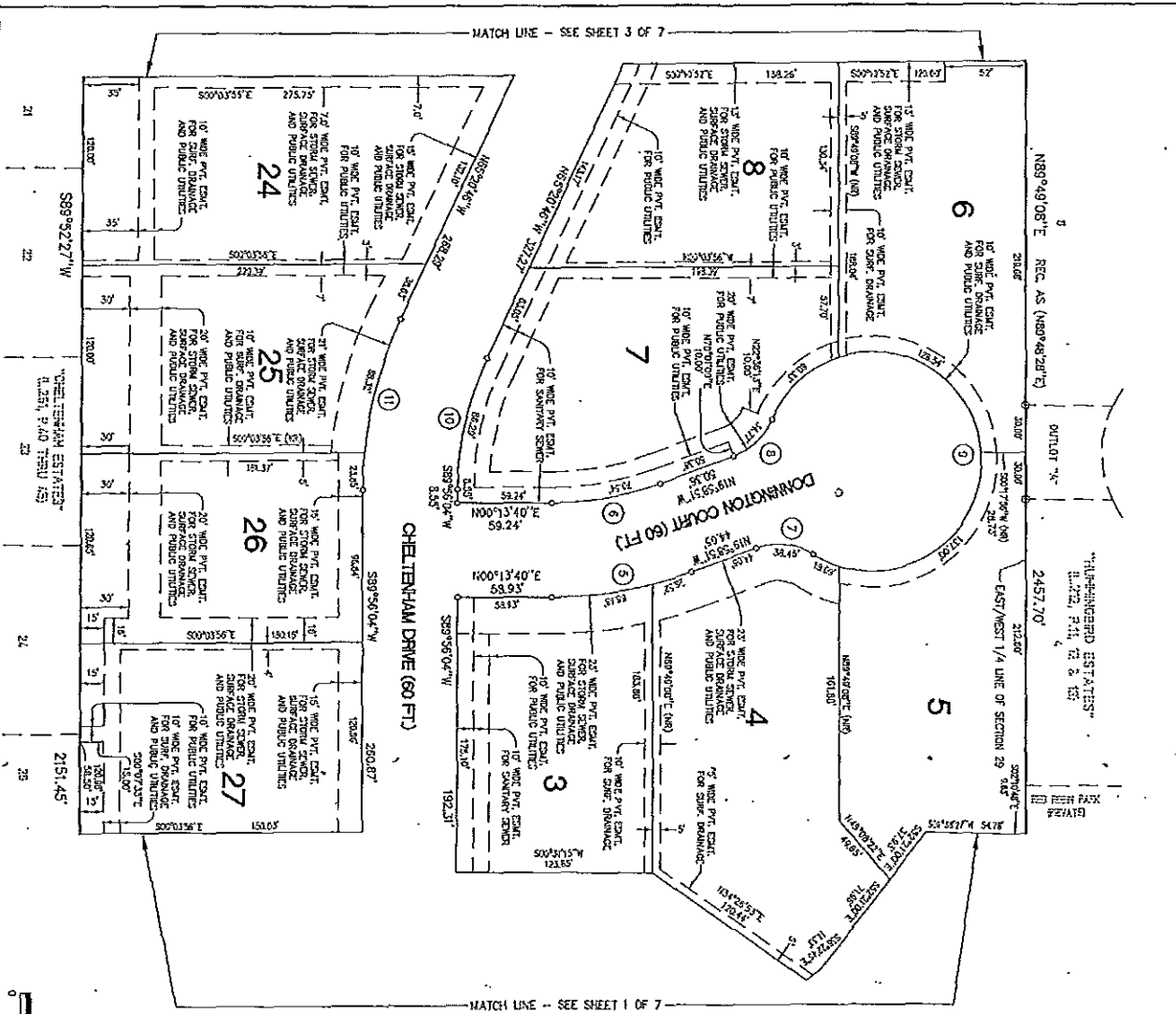
MATCH LINE - SEE SHEET 2 OF 7

BECK ROAD (WEST 1/2 60 FT. WIDE)
EAST LINE OF SECTION 29 AND THE CENTERLINE OF BECK ROAD (WEST 1/2 60 FT. WIDE)

500°09'38"W
2648.67'
REC. AS (2648.75)



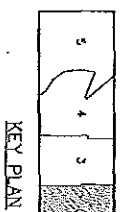
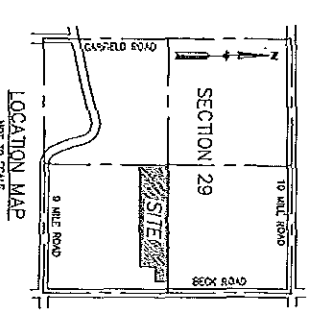
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
3	201°12'31"	260.00'	81.70'	81.21'	N08°57'35"W
5	201°12'31"	260.00'	70.54'	70.18'	N08°57'35"W
7	58°27'28"	42.00'	38.45'	37.13'	N08°41'54"E
8	47°28'21"	42.00'	34.77'	33.79'	N43°42'02"W
9	27°53'19"	70.00'	34.86'	30.09'	S22°31'43"W
10	2°44'10"	200.00'	86.29'	85.62'	N77°42'21"W
11	2°44'10"	200.00'	123.17'	111.93'	N77°42'21"W



LIBER _____, PAGE _____
SHEET 2 OF 7

WILSHIRE ABBEY SUBDIVISION

PART OF THE SE 1/4 OF SECTION 29, T1N, R8E,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

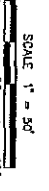
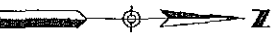


PLAT LEGEND:

- ALL DIMENSIONS ARE IN FEET.
- ALL DIMENSIONAL DIMENSIONS ARE SHOWN ALONG THE ARC.
- (S) DENOTES SOUTH, (N) DENOTES NORTH, (E) DENOTES EAST, (W) DENOTES WEST.
- THE SYMBOL "°" INDICATES AN ANGLE WHICH IS A 1/2" DIMENSIONAL STEEL BAR 3/8" LONG, ENCLOSED IN 4" DIMENSIONAL CONCRETE.
- THE SYMBOL "Ø" INDICATES A ROUND CONCRETE MANHOLE.
- THE SYMBOL "Ø" WITH AN ARROW INDICATES A 1/2" DIMENSIONAL STEEL BAR 3/8" LONG, ENCLOSED IN 4" DIMENSIONAL CONCRETE.
- ALL BEARINGS IN THIS PLAT ARE IN RELATION TO THE EAST LINE OF SECTION 29 AS ESTABLISHED IN "CHILTEHAM ESTATES" L.S. 151, P.L. 0 T1N, R8E, COUNTY OF OAKLAND, MICHIGAN.
- ALL CURVES ARE RADIUS UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- THE BEARING AND DISTANCE TO THE CENTER POINT OF EACH CURVE IS SHOWN.
- ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

NOTES:

1. THIS PLAT IS SUBJECT TO RESTRICTIONS AS SET FORTH IN THE CHILTEHAM ESTATES L.S. 151, P.L. 0 T1N, R8E, COUNTY OF OAKLAND, MICHIGAN.
2. THE BEARING AND DISTANCE TO THE CENTER POINT OF EACH CURVE IS SHOWN.
3. THE BEARING AND DISTANCE TO THE CENTER POINT OF EACH CURVE IS SHOWN.
4. THE BEARING AND DISTANCE TO THE CENTER POINT OF EACH CURVE IS SHOWN.



Gerald J. Jones



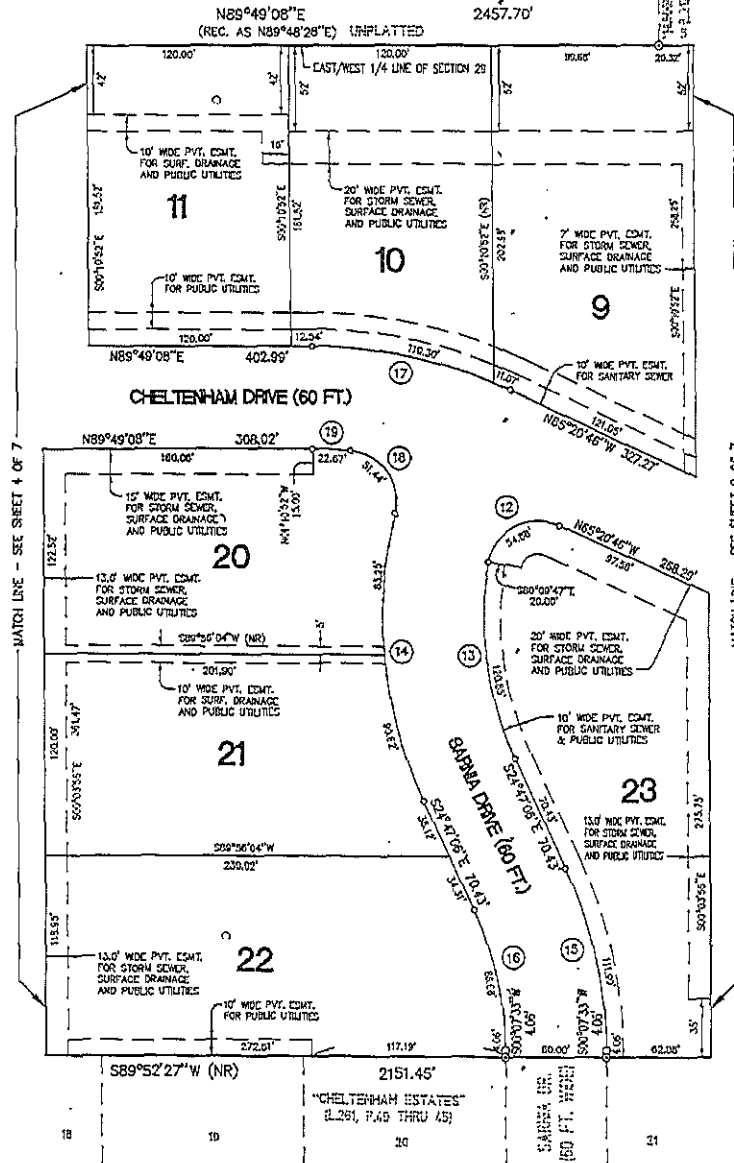
67615

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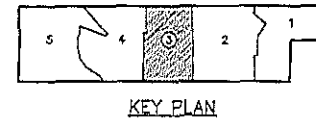
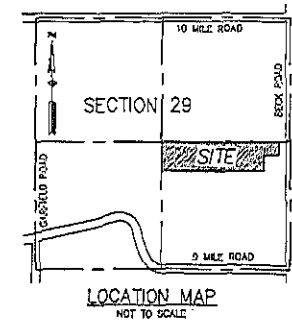
WILSHIRE ABBEY SUBDIVISION

PART OF THE SE. 1/4 OF SECTION 29, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
12	104°49'01"	30.00'	54.88'	47.54'	S82°14'43"W
13	34°57'15"	200.00'	120.83'	119.02'	S07°28'27"E
14	38°45'26"	260.00'	175.87'	179.54'	S05°24'23"E
15	24°39'33"	260.00'	111.80'	111.04'	S12°27'20"E
16	24°39'33"	200.00'	85.08'	85.41'	S12°27'20"E
17	24°50'06"	280.00'	121.37'	120.47'	N77°24'45"W
18	58°14'58"	30.00'	51.44'	45.37'	N35°09'09"W
19	05°54'13"	220.00'	22.87'	22.85'	N87°13'45"W



NOTE:
THIS PLAT IS SUBJECT TO RESTRICTIONS AS
REQUIRED BY ACT 285 OF 1967, AS AMENDED ON
CERTAIN LOTS WITH RESPECT TO THE
REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY, WHICH ARE RECORDED IN
USER 35163, PAGE 212, OF THIS
COUNTY.



PLAT LEGEND:

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
(R) DENOTES RADIAL, (NR) DENOTES NOT RADIAL.
- THE SYMBOL "O" INDICATES A MONUMENT WHICH IS A 1/2" DIAMETER STEEL BAR 36" LONG, ENCASED IN 4" DIAMETER CONCRETE.
- THE SYMBOL "O" INDICATES A FOUND CONCRETE MONUMENT.
- ALL LOT CORNERS HAVE BEEN MARKED BY 1/2" DIAMETER STEEL RODS, 10" LONG, WITH PLASTIC CAP No. 18037.
- ALL BEARINGS IN THIS PLAT ARE IN RELATION TO THE EAST LINE OF SECTION 29 AS ESTABLISHED IN "CHELTENHAM ESTATES" AS RECORDED IN L261 OF PLATS P.40-45, OAKLAND COUNTY RECORDS.
- THE BEARING AND DIMENSION ALONG SHOWN CASSEMENT CENTERLINES REPRESENT THE OVERALL SEGMENT BETWEEN ANGLE POINTS MARKED "A", SAID POINT NOT SET.



SCALE 1" = 50'



67615

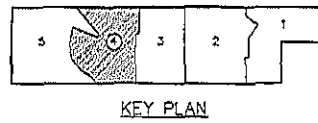
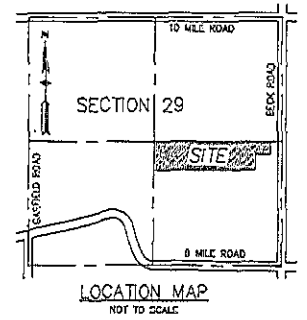
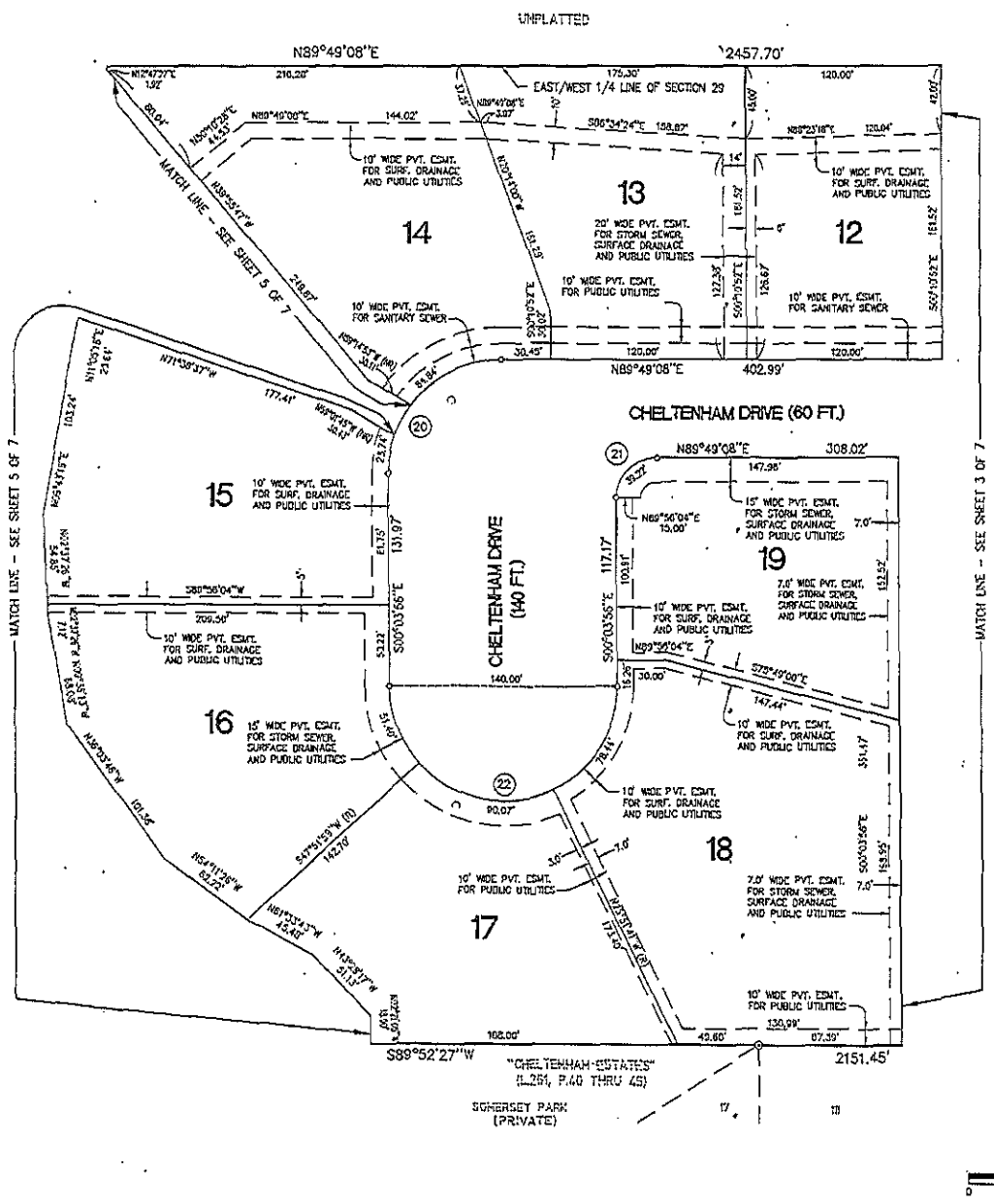
Engineering & Surveying Excellence Since 1964

SPALDING & DECKER ASSOCIATES, INC.
905 SOUTH BLVD., EAST
ROCHESTER HILLS, MI. 48367
PHONE: (248) 544-3400

WILSHIRE ABBEY SUBDIVISION

PART OF THE S.E. 1/4 OF SECTION 29, T.1N, R.8E,
 CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
20	89°53'04"	70.00'	109.81'	88.60'	S44°52'36"W
21	89°53'04"	29.00'	38.22'	35.32'	S44°52'36"W
22	180°00'00"	70.00'	210.91'	140.00'	N89°56'04"E



- PLAT LEGEND:**
- ALL DIMENSIONS ARE IN FEET.
 - ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC. (R) DENOTES RADIAL, (NR) DENOTES NOT RADIAL.
 - THE SYMBOL "d" INDICATES A MONUMENT WHICH IS A 1/2" DIAMETER STEEL BAR 30" LONG, ENCASED IN 4" DIAMETER CONCRETE.
 - THE SYMBOL "c" INDICATES A FOUND CONCRETE MONUMENT.
 - ALL LOT CORNERS HAVE BEEN MARKED BY 1/2" DIAMETER STEEL RODS, 18" LONG, WITH PLASTIC CAP No. 10937.
 - ALL BEARINGS IN THIS PLAT ARE IN RELATION TO THE EAST LINE OF SECTION 29 AS ESTABLISHED IN "CHELTENHAM ESTATES" AS RECORDED IN L.261 OF PLATS P.40-45, OAKLAND COUNTY RECORDS.
 - THE BEARING AND DIMENSION ALONG SHOWN EASTMENT CENTERLINES REPRESENT THE OVERALL SEGMENT BETWEEN ANGLE POINTS MARKED "c", SAID POINT NOT SET.

NOTE:
 THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 228 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, WHICH ARE RECORDED IN LIBER 216.2, PAGE 21.9, OF THIS COUNTY.

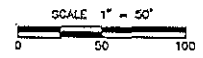
Edward P. O'Rourke



67615

Engineering & Surveying Excellence Since 1954

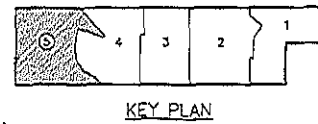
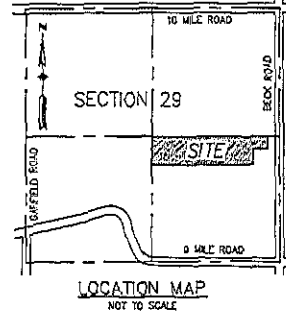
SPALDING DADDICER ASSOCIATES, INC.
 908 SOUTH BLVD., EAST
 ROCHSTER HILLS, MI. 48307
 PHONE (248) 844-5400



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
20	61°55'04"	70.00'	102.81'	68.80'	S44°52'35"W

WILSHIRE ABBEY SUBDIVISION

PART OF THE S.E. 1/4 OF SECTION 29, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



NORTH 1/4 CORNER OF SECTION 29
T.1N., R.8E., CITY OF NOVI,
OAKLAND COUNTY, MI
L.C.R.C. L10874, P.159
OAKLAND COUNTY RECORDS

CENTER OF SECTION 29
T.1N., R.8E., CITY OF NOVI,
OAKLAND COUNTY, MI
L.C.R.C. L13905, P.532
OAKLAND COUNTY RECORDS

WEST 1/4 CORNER OF SECTION 29
T.1N., R.8E., CITY OF NOVI,
OAKLAND COUNTY, MI
L.C.R.C. L16874, P.166
OAKLAND COUNTY RECORDS

"VASELUS ESTATES"
(L.256, P.1 THRU 5)
VASELUS PARK
(PRIVATE)

SOUTH 1/4 CORNER OF SECTION 29
T.1N., R.8E., CITY OF NOVI,
OAKLAND COUNTY, MI
L.C.R.C. L16874, P.135
OAKLAND COUNTY RECORDS

UNPLATTED
N89°49'08"E 2457.70'

502.00'
EAST/WEST 1/4 LINE OF SECTION 29

FLOOD PLAIN AREA

WILSHIRE PARK WEST (PRIVATE)

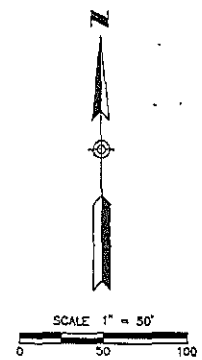
ALL OF WILSHIRE PARK WEST (PRIVATE) IS SUBJECT TO A PRIVATE EASEMENT FOR PUBLIC UTILITIES; A PRIVATE EASEMENT FOR STORM WATER DETENTION, SURFACE DRAINAGE AND STORM SEWER IN FAVOR OF THE CITY OF NOVI AND THE OAKLAND COUNTY DEPARTMENT OF PUBLIC SERVICES AND A WETLAND PRESERVATION AND WOODLAND PRESERVATION EASEMENT TO THE CITY OF NOVI. (REC. IN L.25022, P.207 AND CONSERVATION)

FLOOD PLAN CONTOUR AS ESTABLISHED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY (957.0, N.G.V. DATUM)

WETLAND LIMITS

FLOOD PLAN CONTOUR AS ESTABLISHED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY (957.0, N.G.V. DATUM)

- PLAT LEGEND:**
- ALL DIMENSIONS ARE IN FEET.
 - ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
 - (R) DENOTES RADIAL, (NR) DENOTES NOT RADIAL.
 - THE SYMBOL "o" INDICATES A MONUMENT WHICH IS A 1/2" DIAMETER STEEL BAR 36" LONG, ENCASED IN 4" DIAMETER CONCRETE.
 - THE SYMBOL "G" INDICATES A FOUND CONCRETE MONUMENT.
 - ALL LOT CORNERS HAVE BEEN MARKED BY 1/2" DIAMETER STEEL RODS, 18" LONG, WITH PLASTIC CAP NO. 18937.
 - ALL BEARINGS IN THIS PLAT ARE IN RELATION TO THE EAST LINE OF SECTION 29 AS ESTABLISHED IN "CHELTENHAM ESTATES" AS RECORDED IN LIST OF PLATS P.40-45, OAKLAND COUNTY RECORDS.
 - THE BEARING AND DIMENSION ALONG SHOWN EASEMENT CENTERLINES REPRESENT THE OVERALL SEGMENT BETWEEN ANGLE POINTS MARKED "A", SAID POINT NOT SET.



NOTE:
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 203 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, WHICH ARE RECORDED IN LIBER 25182, PAGES 218-219, OF THIS COUNTY.



67615

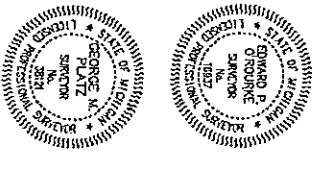
SPALDING DECKER ASSOCIATES, INC.

Engineering & Surveying Excellence Since 1954

902 SOUTH BLVD., EAST ROCHESTER HILLS, MI 48307
PHONE: (248) 644-3400

SUBVEYOR'S CERTIFICATE

1. Edward P. Orndorf, Surveyor, County of Oakland, State of Michigan, do hereby certify that the land shown on this plat, as recorded as follows...



CERTIFIED TRUE COPY OF RECORDED PLAT BY DEPARTMENT OF LABOR AND ECONOMIC GROWTH BY Michael R. Boyd, Jr., Registrar, State of Michigan, Office of Land Survey and Rezonification.

PROPRIETOR'S CERTIFICATE

WILSHIRE ABBEY, LLC, a Michigan Limited Liability Company, duly organized and existing under the laws of the State of Michigan, do hereby certify that the land shown on this plat, as recorded as follows...

Witness: [Signatures of witnesses including William J. Petrucci]

ACKNOWLEDGEMENT

STATE OF MICHIGAN } SS. * AND MAURO PETRUCCI COUNTY OF OAKLAND } 9TH DAY OF SEPTEMBER, 2005

PROPRIETOR'S CERTIFICATE

WILSHIRE ABBEY, LLC, a Michigan Limited Liability Company, duly organized and existing under the laws of the State of Michigan, do hereby certify that the land shown on this plat, as recorded as follows...

Witness: [Signatures of witnesses including David P. D'Amico]

ACKNOWLEDGEMENT

STATE OF MICHIGAN } SS. COUNTY OF OAKLAND }

WILSHIRE ABBEY SUBDIVISION PART OF THE SE 1/4 OF SECTION 29, T1N, R8E, CITY OF NOV, OAKLAND COUNTY, MICHIGAN

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE PREVIOUS YEARS PRECEDING...

Witness: [Signatures of witnesses including Patrick J. Doherty]

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON April 3, 2005 AS CONFORMING WITH SECTION 187 OF ACT 206, PA 1967 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF OAKLAND.

CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF NOV, MICHIGAN...

Witness: [Signature of Kaylene Crivello]

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE CLERK AND COUNTY PLAT BOARD ON DEC. 22nd, 2005 AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF ACT 206, P.A. 1967 AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

Witness: [Signatures of board members including Thomas A. Law]

RECORDING CERTIFICATE

STATE OF MICHIGAN) COUNTY OF OAKLAND) THIS PLAT WAS RECORDED FOR RECORD ON THE 23rd DAY OF March, 2005 AT 2:24 PM, AND RECORDED IN BOOK 292 OF PLATS ON PAGE 317-37.

Witness: [Signature of Michael J. Johnson]



Engineering & Surveying Excellence Since 1924. SPADING DIRECTOR ASSOCIATES, INC. 800 SOUTH HAVO, EAST ROCHESTER HILLS, MI 48007 PHONE: (248) 544-4400

PROPRIETOR'S CERTIFICATE

WE AS PROPRIETORS, HEREBY STATE THAT WE OWNED THE LAND DESCRIBED IN THIS PLAT TO BE
SUBDIVIDED INTO LOTS AND BLOCKS AND THAT WE HAVE BEEN ADVISED BY THE
SHERIFF OF THIS COUNTY THAT THE PUBLIC DUTY RECORDS OF THE PUBLIC
CLERK AND THAT ALL OTHER RECORDS ARE FOR THE USES SHOWN ON THE PLAT
THAT WE HEREBY STATE AND WE HEREBY STATE THAT THE PRIVATE PARTS OF THE
PLAT ARE NOT TO BE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY
EXCEPT AS TO THE PORTION OF THE PLAT WHICH IS
SUBJECT TO THE PROPRIETOR'S OF THIS PLAT.

WILLIAM B. LORRY, A MARIED MAN
DEBORAH A. LORRY, HIS WIFE
943 WOODLAND DRIVE
ROCKFORD, MI 48067

WILLIAM B. LORRY, A MARIED MAN
FOR PRELIMINARY PLAT APPROVAL ONLY

William B. Lorry
WILLIAM B. LORRY
DEBORAH A. LORRY
943 WOODLAND DRIVE
ROCKFORD, MI 48067
FOR PRELIMINARY PLAT APPROVAL ONLY

ACKNOWLEDGEMENT

STATE OF MICHIGAN }
COUNTY OF OAKLAND } S.S.

PERSONALLY CAME BEFORE ME THIS 27th DAY OF DECEMBER, 2004,
THE ABOVE NAMED WILLIAM B. LORRY, A MARIED MAN, AND DEBORAH A. LORRY, HIS WIFE,
TO BE KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC: *Debra J. Marshall* NOTARY PUBLIC, 11TH DISTRICT, COUNTY
OF OAKLAND
MY COMMISSION EXPIRES JANUARY 4, 2005

WILSHIRE ABBEY SUBDIVISION
PART OF THE SE 1/4 OF SECTION 29, T.1N, R.8E,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Edward P. O'Rourke



67615



Engineering & Surveying Excellence
Spalding Dierker Associates, Inc.
300 SOUTH BAYVIEW EAST
ROCKFORD HILLS, MI 48067
PHONE: (248) 944-6400

BILL OF SALE

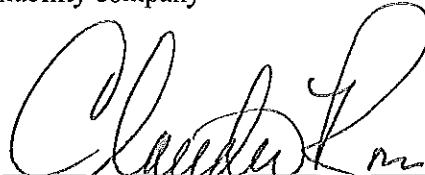
KNOW ALL MEN BY THESE PRESENTS, that Mirage Development, L.L.C., a Michigan limited liability company, whose address is 45380 W. Ten Mile, Ste 135, Novi, Michigan 48375, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply system and sanitary sewer according to the easements and/or public rights-of-way therefore established described as follows:

{Land situated in the City of Novi, Oakland County, Michigan, being described as Wilshire Abbey as recorded in Liber 292 of Plats, Page 31 though 37, Oakland County Records, and lots 1 through 29 and 2 private parks, therein}

In witness whereof, the undersigned has executed these presents this 28th day of AUGUST, 2012

Signed by

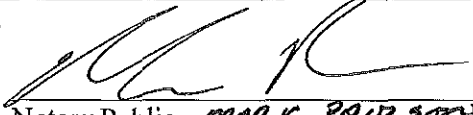
MIRAGE DEVELOPMENT, L.L.C., a Michigan limited liability company



By: CLAUDIO ROSSI, MEMBER

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of AUGUST, 2012 by CLAUDIO ROSSI, MEMBER OF MIRAGE DEVELOPMENT, a MLLC corporation on behalf of said corporation.



Notary Public MARK PAUSZ
OAKLAND County, Michigan

My Commission Expires: 6/3/2018

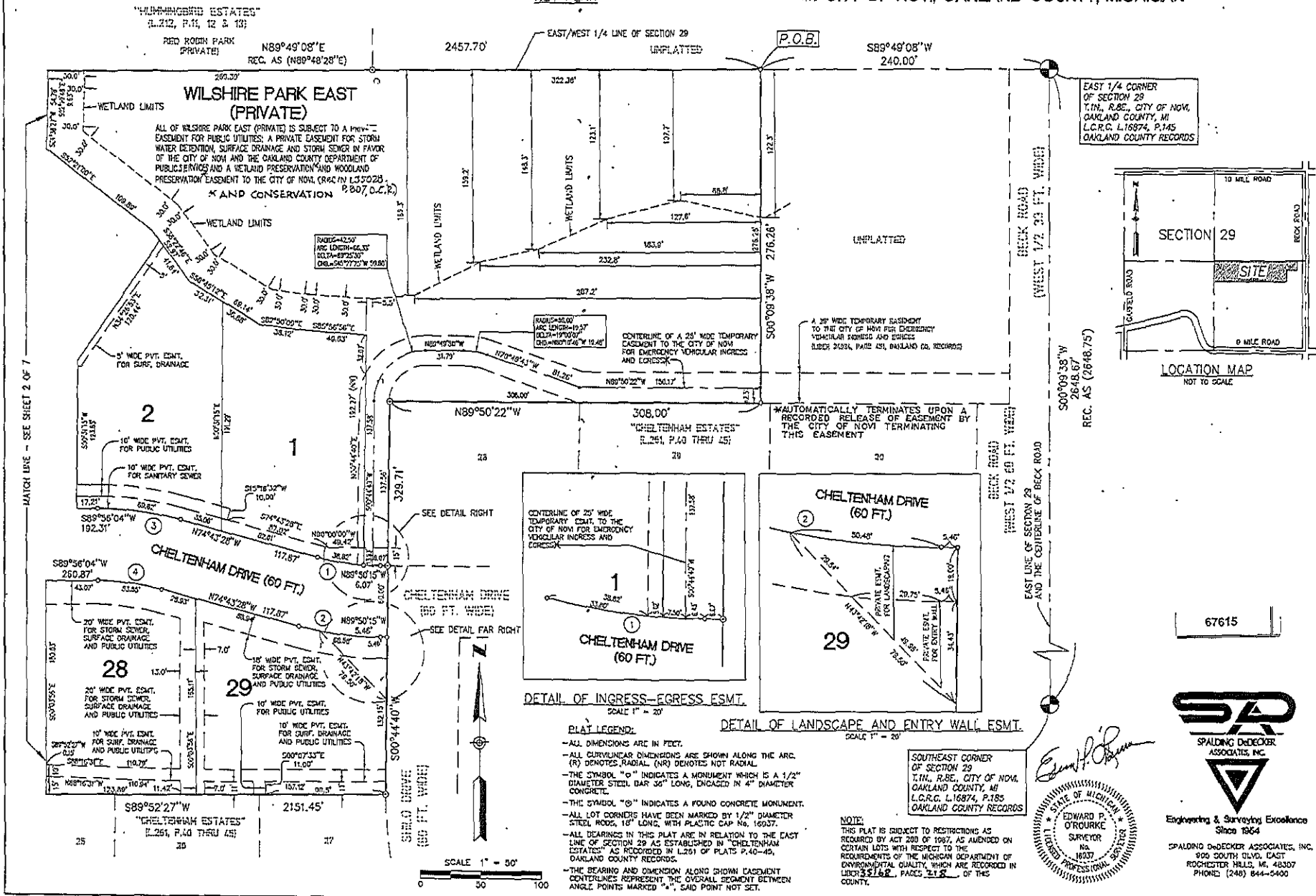
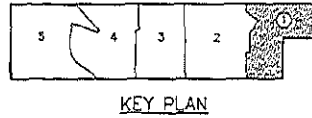
Drafted by:
Elizabeth. KudlaSaarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

Return To:
Maryanne Cornelius, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	BEARING
1	15°06'47"	200.00'	52.75'	S82°16'52"W
2	15°06'47"	260.00'	68.58'	N82°16'52"W
3	15°20'28"	260.00'	69.41'	N82°23'42"W
4	15°20'28"	200.00'	53.39'	N82°23'42"W

WILSHIRE ABBEY SUBDIVISION

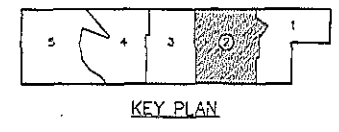
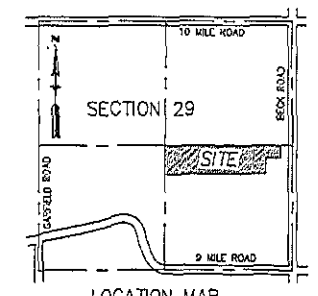
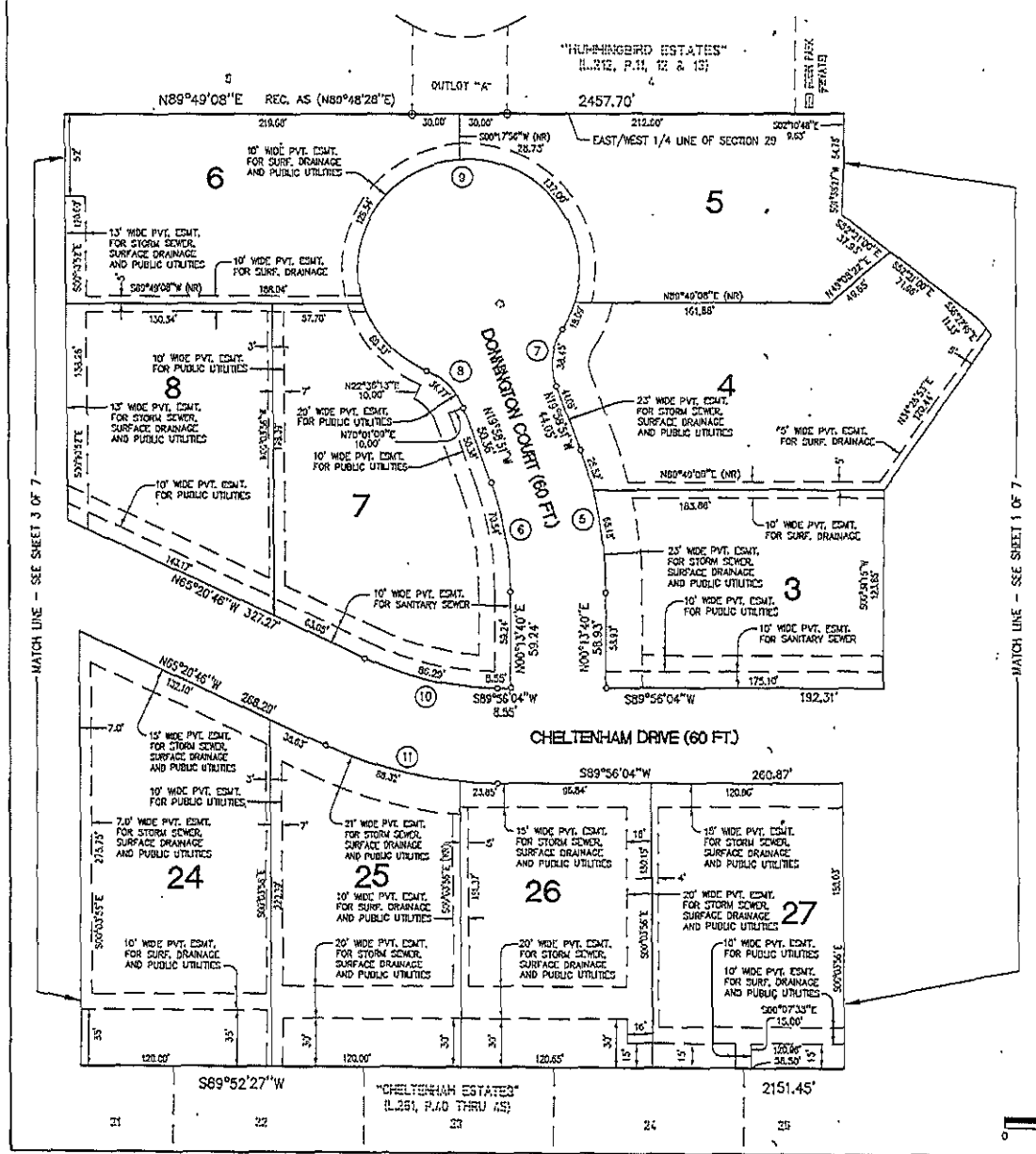
PART OF THE S.E. 1/4 OF SECTION 29, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



WILSHIRE ABBEY SUBDIVISION

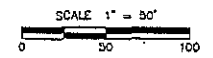
PART OF THE S.E. 1/4 OF SECTION 29, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
5	20°12'31"	280.00'	91.20'	91.23'	N09°52'35"W
6	20°12'31"	200.00'	70.54'	70.18'	N09°52'35"W
7	52°27'29"	42.00'	38.45'	37.13'	N06°14'54"E
8	47°26'21"	42.00'	36.77'	33.70'	N43°42'02"W
9	27°55'50"	70.00'	34.06'	30.09'	S72°31'43"W
10	24°43'10"	200.00'	85.28'	85.62'	N77°42'21"W
11	24°43'10"	280.00'	112.17'	111.31'	N77°42'21"W



- PLAT LEGEND:**
- ALL DIMENSIONS ARE IN FEET.
 - ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC. (R) DENOTES RADIAL. (NR) DENOTES NOT RADIAL.
 - THE SYMBOL "o" INDICATES A MONUMENT WHICH IS A 1/2" DIAMETER STEEL BAR 36" LONG, ENCASED IN 4" DIAMETER CONCRETE.
 - THE SYMBOL "O" INDICATES A FOUND CONCRETE MONUMENT.
 - ALL LOT CORNERS HAVE BEEN MARKED BY 1/2" DIAMETER STEEL PEGS, 18" LONG, WITH PLASTIC CAP NO. 10437.
 - ALL BEARINGS IN THIS PLAT ARE IN RELATION TO THE EAST LINE OF SECTION 29 AS ESTABLISHED IN "CHELTENHAM ESTATES" AS RECORDED IN L.261 OF PLATS P.40-45, OAKLAND COUNTY RECORDS.
 - THE BEARING AND DIMENSION ALONG SHOWN CASEMENT CENTERLINES REPRESENT THE OVERALL SEGMENT BETWEEN ANGLE POINTS MARKED "A", SAID POINT NOT SET.

NOTE:
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 206 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, WHICH ARE RECORDED IN LIBER 25162, PAGES 2, 12, OF THIS COUNTY.



67615



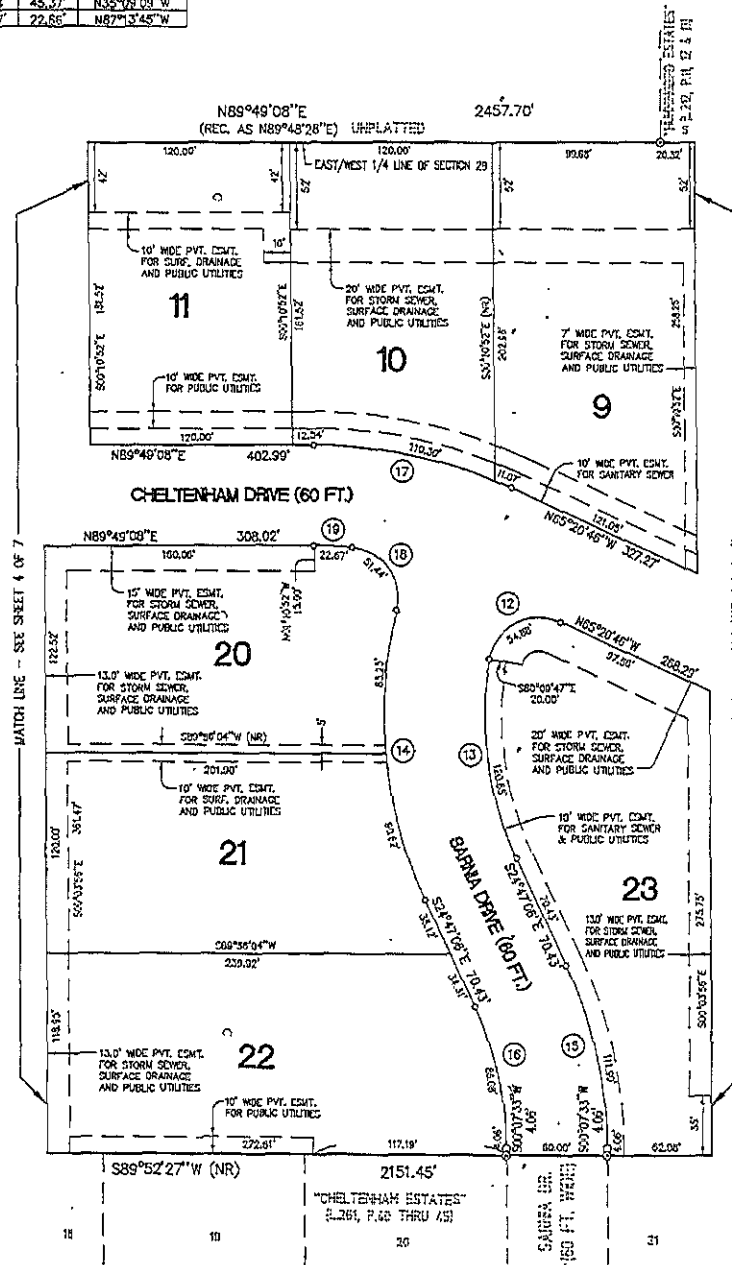
Engineering & Surveying Excellence
Since 1954
SPALDING DEGROOT ASSOCIATES, INC.
605 SOUTH BLVD. EAST
ROCHESTER HILLS, MI 48307
PHONE: (248) 844-5400



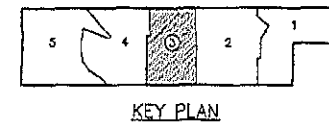
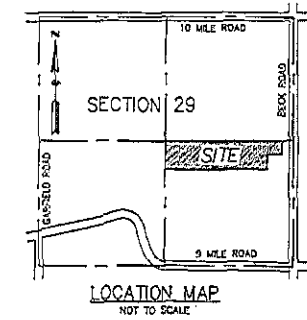
WILSHIRE ABBEY SUBDIVISION

PART OF THE SE. 1/4 OF SECTION 29, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
12	104°49'01"	30.00'	54.88'	47.54'	S82°14'43"W
13	34°37'19"	208.00'	120.88'	119.87'	S07°28'27"E
14	38°45'28"	260.00'	175.87'	129.54'	S05°24'22"E
15	24°59'33"	260.00'	111.80'	111.04'	S12°27'20"E
16	24°59'33"	200.00'	85.08'	85.41'	S12°27'20"E
17	24°59'06"	280.00'	121.37'	120.47'	S12°27'20"E
18	88°14'59"	30.00'	51.44'	48.37'	N35°08'08"W
19	05°41'13"	220.00'	22.87'	22.86'	N87°13'45"W



NOTE:
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 206 OF 1987, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, WHICH ARE RECORDED IN LIBER 22163, PAGES 212, OF THIS COUNTY.



- PLAT LEGEND:**
- ALL DIMENSIONS ARE IN FEET.
 - ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC. (R) DENOTES RADIAL. (NR) DENOTES NOT RADIAL.
 - THE SYMBOL "O" INDICATES A MONUMENT WHICH IS A 1/2" DIAMETER STEEL BAR 30" LONG, ENCASED IN 4" DIAMETER CONCRETE.
 - THE SYMBOL "G" INDICATES A FOUND CONCRETE MONUMENT.
 - ALL LOT CORNERS HAVE BEEN MARKED BY 1/2" DIAMETER STEEL RODS, 18" LONG, WITH PLASTIC CAP NO. 16037.
 - ALL BEARINGS IN THIS PLAT ARE IN RELATION TO THE EAST LINE OF SECTION 29 AS ESTABLISHED IN "CHELTENHAM ESTATES" AS RECORDED IN L261 OF PLATS P-40-45, OAKLAND COUNTY RECORDS.
 - THE BEARING AND DIMENSION ALONG SHOWN CASHEMENT CENTERLINES REPRESENT THE OVERALL SEGMENT BETWEEN ANGLE POINTS MARKED "A", SAID POINT NOT SET.

Edward P. O'Rourke
 STATE OF MICHIGAN
 EDWARD P. O'ROURKE
 SURVEYOR
 No. 16037
 PROFESSIONAL SERVICE

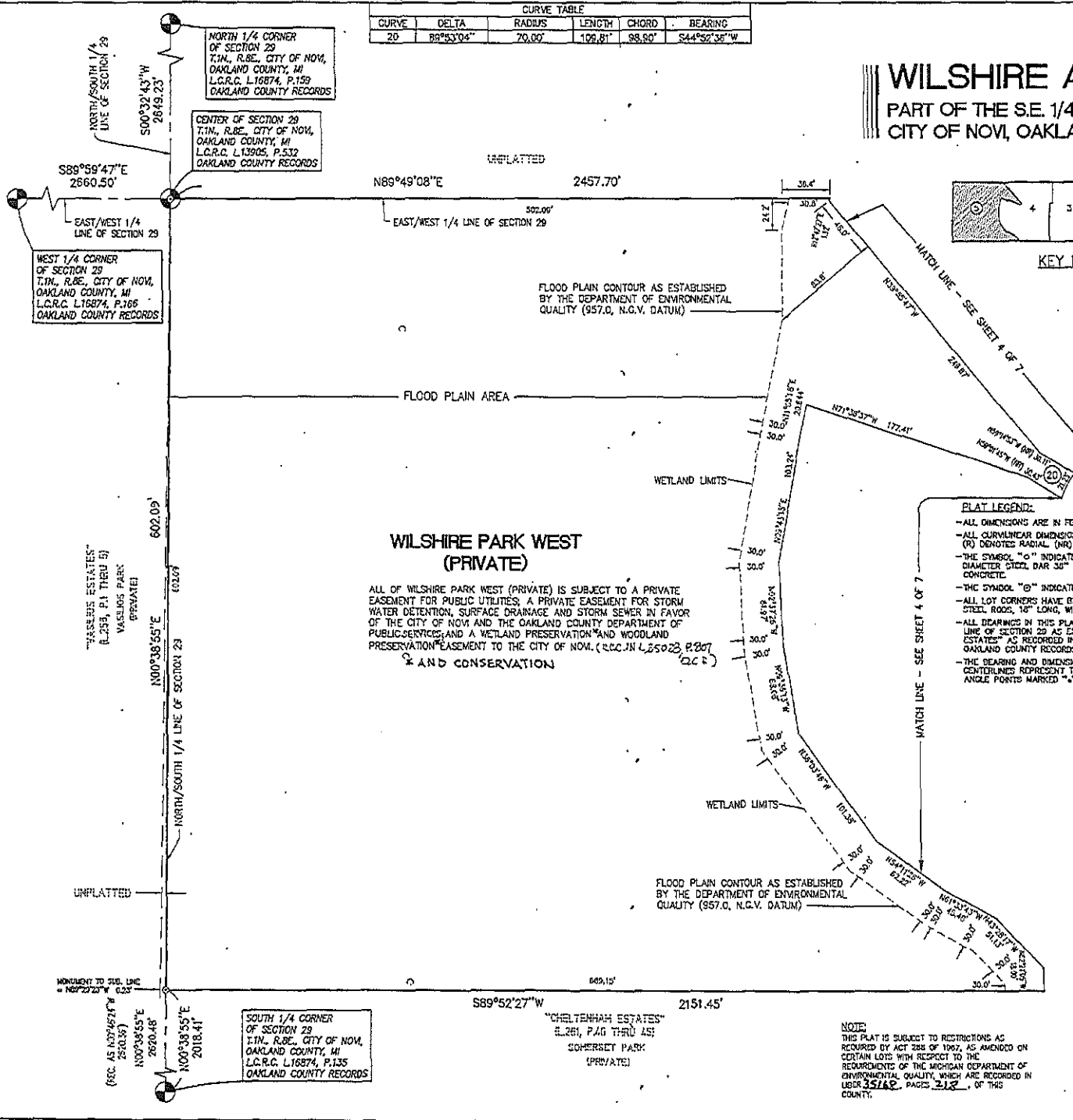
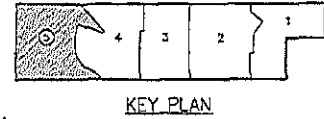
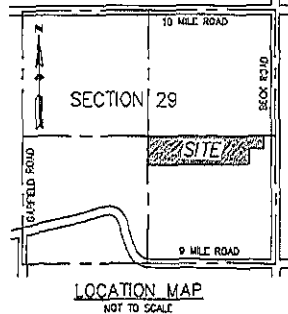
67615

SPALDING DECKER ASSOCIATES, INC.
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 905 SOUTH BLVD. EAST
 ROCKHETER HILLS, MI, 48307
 PHONE: (248) 844-5400

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
20	89°53'04"	70.00'	106.81'	88.80'	S44°52'38"W

WILSHIRE ABBEY SUBDIVISION

PART OF THE S.E. 1/4 OF SECTION 29, T.1N, R.8E,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



NORTH 1/4 CORNER OF SECTION 29
T.1N, R.8E, CITY OF NOVI,
OAKLAND COUNTY, MI
L.C.R.C. L16874, P.159
OAKLAND COUNTY RECORDS

CENTER OF SECTION 29
T.1N, R.8E, CITY OF NOVI,
OAKLAND COUNTY, MI
L.C.R.C. L13905, P.512
OAKLAND COUNTY RECORDS

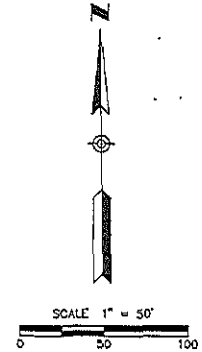
WEST 1/4 CORNER OF SECTION 29
T.1N, R.8E, CITY OF NOVI,
OAKLAND COUNTY, MI
L.C.R.C. L16874, P.166
OAKLAND COUNTY RECORDS

"HARBERS ESTATES"
BL.284, P.1 THRU 5)
WILSHIRE PARK
(PRIVATE)

WILSHIRE PARK WEST (PRIVATE)

ALL OF WILSHIRE PARK WEST (PRIVATE) IS SUBJECT TO A PRIVATE EASEMENT FOR PUBLIC UTILITIES, A PRIVATE EASEMENT FOR STORM WATER DETENTION, SURFACE DRAINAGE AND STORM SEWER IN FAVOR OF THE CITY OF NOVI AND THE OAKLAND COUNTY DEPARTMENT OF PUBLIC SERVICES AND A WETLAND PRESERVATION AND WOODLAND PRESERVATION EASEMENT TO THE CITY OF NOVI. (REC. IN L.25023, P.207) AND CONSERVATION

- PLAT LEGEND:**
- ALL DIMENSIONS ARE IN FEET.
 - ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC. (R) DENOTES RADIAL, (NR) DENOTES NOT RADIAL.
 - THE SYMBOL "O" INDICATES A MONUMENT WHICH IS A 1/2" DIAMETER STEEL BAR 30" LONG, ENGAGED IN 4" DIAMETER CONCRETE.
 - THE SYMBOL "⊙" INDICATES A FOUND CONCRETE MONUMENT.
 - ALL LOT CORNERS HAVE BEEN MARKED BY 1/2" DIAMETER STEEL RODS, 18" LONG, WITH PLASTIC CAP NO. 16637.
 - ALL BEARINGS IN THIS PLAT ARE IN RELATION TO THE EAST LINE OF SECTION 29 AS ESTABLISHED IN "CHELLENHAM ESTATES" AS RECORDED IN LIST OF PLATS P.40-45, OAKLAND COUNTY RECORDS.
 - THE BEARING AND DIMENSION ALONG SHOWN EASEMENT CENTERLINES REPRESENT THE OVERALL SEGMENT BETWEEN ANGLE POINTS MARKED "A". ZERO POINT NOT SET.



STATE OF MICHIGAN
EDWARD P. O'Rourke
No. 19337
LICENSED PROFESSIONAL SURVEYOR

Edward P. O'Rourke

67615

Engineering & Surveying Excellence Since 1964

SPALDING DEBECKER ASSOCIATES, INC.
902 SOUTH BLVD. EAST
ROCHESTER HILLS, MI 48307
PHONE: (248) 844-3400

NOTE:
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, WHICH ARE RECORDED IN LIBER 35189, PAGES 212 OF THIS COUNTY.

SURVEYOR'S CERTIFICATE

I, EDWARD P. GORENGE, SURVEYOR, CERTIFY...

THAT I HAVE SURVEYED, DIVIDED AND LAYED THE LAND SHOWN ON THIS PLAN, AS DESCRIBED AS FOLLOWS: WILSHIRE ABBEY SUBDIVISION, PART OF THE SOUTHEAST 1/4 OF SECTION 29, T1N, R9E...



EDWARD P. GORENGE, P.L. 19837 206 SOUTH HAVENWOOD EAST ROCHESTER HILLS, MICHIGAN 48067 4-4-2005

GEORGE M. PATZ, DIRECTOR 206 SOUTH HAVENWOOD EAST ROCHESTER HILLS, MICHIGAN 48067 4-4-2005

CERTIFIED TRUE COPY OF RECORDED PLAN BY DEPARTMENT OF LABOR AND ECONOMIC GROWTH BY Margaret A. Day...

PROPRIETOR'S CERTIFICATE

MARCO DEVELOPMENT, L.L.C. A MICHIGAN LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN...

WITNESSES: Elizabeth M. Macdonald, David J. Reardon, Nathan J. Staud...

MARCO DEVELOPMENT, L.L.C. A MICHIGAN LIMITED LIABILITY COMPANY 4830 W. TOWN AVE. SUITE 100 SOUTH FARMINGTON HILLS, MICHIGAN 48375 4-4-2005

ACKNOWLEDGEMENT

STATE OF MICHIGAN } * AND MAURO PETERUCCI } COUNTY OF OAKLAND } S.S. 4TH

PROPRIETOR'S CERTIFICATE I, EDWARD P. GORENGE, SURVEYOR, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA...

ACKNOWLEDGEMENT

STATE OF MICHIGAN } S.S. COUNTY OF OAKLAND } S.S.

WITNESSES: Dianne S. Robinson, Kristin Ridden-Kloff, David J. Reardon...

ACKNOWLEDGEMENT I, EDWARD P. GORENGE, SURVEYOR, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA...

PROPRIETOR'S CERTIFICATE I, EDWARD P. GORENGE, SURVEYOR, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA...

ACKNOWLEDGEMENT I, EDWARD P. GORENGE, SURVEYOR, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA...

WILSHIRE ABBEY SUBDIVISION PART OF THE SE 1/4 OF SECTION 29, T1N, R9E, CITY OF NOVY, OAKLAND COUNTY, MICHIGAN

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSASSEMENTS FOR THE FIVE YEARS PRECEDING...

RECORDED: 2-25-05 BY: [Signature] COUNTY TREASURER

APPROVED ON April 3, 2005 AS COMPLYING WITH SECTION 122 OF ACT 208, P.A. 1967 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE...

CERTIFICATE OF MUNICIPAL APPROVAL

I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF NOVY, MICHIGAN...

[Signature] MAYOR, CITY OF NOVY

COUNTY PLAT BOARD CERTIFICATE

THIS PLAN HAS BEEN REVIEWED AND IS APPROVED BY THE OAKLAND COUNTY PLAT BOARD ON DEC. 23, 2004...

[Signatures of Board Members]

RECORDING CERTIFICATE

STATE OF MICHIGAN } COUNTY OF OAKLAND } RECORDED ON: 2-25-05

EDWARD P. GORENGE SURVEYOR 206 SOUTH HAVENWOOD EAST ROCHESTER HILLS, MI 48067 PH: 248-344-5600



RECEIVED

OCT 2 - 2012

TREASURER
CITY OF NOVI

MAINTENANCE AND GUARANTEE BOND Bond #PB02452300255

The undersigned, Mirage Development, LLC, "Principal," whose address is 45380 W. Ten Mile Rd., Ste. 135, Novi, MI 48375 and Philadelphia Indemnity Insurance Company "Surety," whose address is 231 St. Asaph's Rd., Ste. 100, Bala Cynwyd, PA 19004, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Forty-four Thousand Two Hundred Twenty-one and 38/100 (\$44,221.38) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed, or contracted to construct, certain improvements consisting of Wilshire Abbey - Streets within the City of Novi, shown on plans dated _____ ("Improvements").

The Principal, for a period of two (2) year(s) after said improvements and installations are accepted formally as a public improvement by the City of Novi, by written acknowledgment, 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 and Surety at their respective addresses as stated in this Bond. Principal and Surety consent 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 and to be received from the Principal or Surety.

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

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 and Surety 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 a improvement by the City of Novi, for defects discovered within that period for

which the City provides written notice to the Principal and Surety within fourteen (14) days of discovery of the defect.

It is a further condition of this Bond that the Principal and Surety 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 and Surety on the dates indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

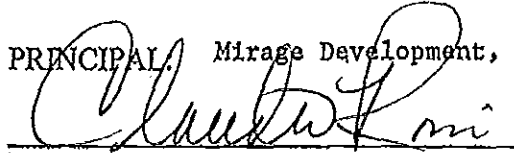
The date of the last signature shall be considered the date of this Bond, which is August 28, 2012.

Date: August 28, 2012

WITNESS:



PRINCIPAL: Mirage Development, LLC.




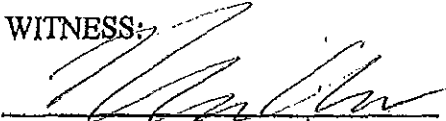
By:

Its: MEMBER

SURETY: Philadelphia Indemnity Insurance Company

Date: August 28, 2012

WITNESS:



By: Michelle B. Graham

Its: Attorney-in-fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: William J. McNish, Suzanne M. Mocerl, Michelle B. Graham, Lois C. Brink, and Christina L. Mocerl of the McNish Group, Inc.,

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$3,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 18th DAY OF JULY, 2011.

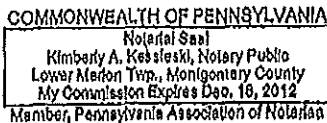


Handwritten signature of Christopher J. Maguire

President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18th day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Handwritten signature of Notary Public

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18th day of July 2011 are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28 day of AUGUST 2012

Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

RECEIVED

OCT 2 - 2012

TREASURER **MAINTENANCE AND GUARANTEE BOND** Bond #PB02452300256
 CITY OF NOVI
 The undersigned, Mirage Development, LLC., "Principal,"

whose address is 45380 W. Ten Mile Rd., Ste. 135, Novi, MI 48375 and
 Philadelphia Indemnity Insurance Company "Surety," whose address is
231 St. Asaph's Rd., Ste. 100, Bala Cynwyd, PA, XXX, will pay the City of Novi,
 "City," and its legal representatives or assigns, the sum of
Forty-four Thousand Two Hundred Twenty-one and 37/100 (\$44,221.37) in lawful currency of
 the United States of America, as provided in this Bond, for which payment we bind ourselves,
 our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed, or contracted to construct, certain improvements
 consisting of Wilshire Abbey - Utilities within the City of Novi, shown on plans dated
 ("Improvements").

The Principal, for a period of two (2) year(s) after said improvements and installations
 are accepted formally as a public improvement by the City of Novi, by written acknowledgment,
 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 and Surety at their
 respective addresses as stated in this Bond. Principal and Surety consent 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
 and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by
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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.

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 formally as a improvement by the City of Novi, for defects discovered within that period for

which the City provides written notice to the Principal and Surety within fourteen (14) days of discovery of the defect.

It is a further condition of this Bond that the Principal and Surety 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 and Surety on the dates 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 August 28, 2012.

Date: August 28, 2012

WITNESS:



PRINCIPAL: Mirage Development, LLC.



By:

Its: MEMBER

SURETY: Philadelphia Indemnity Insurance Company

Date: August 28, 2012

WITNESS:



By: Michelle B. Graham

Its: Attorney-in-fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

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Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$3,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 18TH DAY OF JULY, 2011.

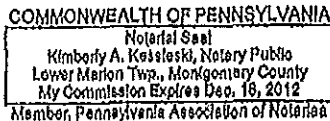


Handwritten signature of Christopher J. Maguire

President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

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Handwritten signature of Notary Public

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In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28 day of AUGUST 2012

Handwritten signature of Craig P. Keller
Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

GRECO TITLE AGENCY
A DIVISION OF ATTORNEY TITLE AGENCY

Revision No. 1
**Commitment for Title Insurance
Schedule A**

File No: 63-12264109-MTC

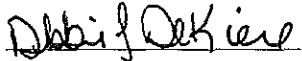
Commonly Known As: , Novi

1. Effective Date: **August 24, 2012, 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 and The Board of County Road Commissioners for the County of Oakland, as their interests may appear
4. The land referred to in this commitment is situated in the City of Novi, County of Oakland, State of Michigan, as follows:

All that land platted as Cheltenham Drive, Donnington Court and Barnia Drive, according to the plat of Wilshire Abbey Subdivision, according to the plat thereof as recorded in liber 292, pages 31 through 37, both inclusive of Plats, Oakland County Records.

COUNTERSIGNED:
GRECO TITLE AGENCY, LLC



Debbie J. Dekiere
AUTHORIZED SIGNATORY

GRECO TITLE AGENCY, LLC
118 Cass Avenue
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:586-469-2492

Agent for: CHICAGO TITLE INSURANCE COMPANY

**Schedule B-I
(REQUIREMENTS)**

File No: 63-12264109-MTC

The following requirements to be complied with:

1. Standard requirements as set forth in jacket.
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. Taxes: Not examined.

GRECO TITLE AGENCY, LLC
118 Cass Avenue
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:586-469-2492

Agent for: CHICAGO TITLE INSURANCE COMPANY

**Schedule B-II
(EXCEPTIONS)**

File No.: 63-12264109-MTC

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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
4. 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.
5. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
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. Notice of Commencement relative to construction on subject property as recorded in Liber 31420, Page 25, Oakland County Records. Also Covers Other Land.
9. Terms, conditions and provisions which are recited in Storm Drainage Facility Maintenance Agreement for Wilshire Abbey Subdivision recorded in Liber 33885, Page 1, Oakland County Records.
10. Terms, conditions and provisions which are recited in Conservation and Preservation Easement recorded in Liber 35028, Page 807, Oakland County Records.
11. Terms, conditions and provisions which are recited in Ordinance recorded in Liber 9173, Page 602, Oakland County Records.
12. Easements over subject property as shown on the recorded plat.
13. Easements for ingress, egress and utilities in the instrument recorded in Liber 33238, Page 261, Oakland County Records.

GRECO TITLE AGENCY, LLC
118 Cass Avenue
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:586-469-2492

Agent for: CHICAGO TITLE INSURANCE COMPANY

14. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 35168, Page 218 and amended in liber 36741, page 688, Oakland County Records.

NOTE: The instrument recorded in Liber 35168, Page 218 recites that each lot owner shall be a member of the Subdivision Association.

NOTE: The instrument recorded in Liber 35168, Page 218 provides, among other things, for assessments to be made against each lot owner and for such unpaid delinquent assessments to constitute a lien against subject property.

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.



PRIVACY POLICY NOTICE

Greco Title Agency, LLC 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, LLC Privacy Policy.

Greco Title Agency, LLC as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Greco Title Agency, LLC Privacy Policy applies to all Greco Title Agency, LLC 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, LLC, please write us at: **Greco Title Agency, LLC c/o 31440 Northwestern Highway, Ste. 150, Farmington Hills, Michigan 48334. Attn: Legal Resources.**