



CITY of NOVI CITY COUNCIL

Agenda Item K
February 6, 2017

SUBJECT: Acceptance of subdivision streets in The Reserve of Island Lake (Island Lake Phases 7A and 7B) and adoption of Act 51 New Street Resolution accepting Acorn Trail, Overlook Trail, and Mallard Trail as public, adding 0.55 miles of roadway to the City's street system.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

GDM

BACKGROUND INFORMATION:

Toll MI II Limited Partnership, developers of The Reserve of Island Lake (Island Lake Phases 7A and 7B) site condominiums, have requested the dedication of a portion of Acorn Trail, Overlook Trail, and Mallard Trail, and also requested that the City of Novi accept these streets as public assets. The right-of-way widths for each of the above proposed streets are sixty (60) feet (see attached map). The development is located east of Wixom Road and north of Ten Mile Road.

The streets of The Reserve of Island Lake (Phases 7A and 7B) have been constructed in accordance with City Standards. According to the City's consulting engineer, the streets meet City design and construction standards (October 28, 2016 Spalding DeDecker Associates letters, attached). The related acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form so as to permit acceptance by City Council (December 12, 2016 Spalding DeDecker Associates letter and January 25, 2017 letter from Beth Saarela, attached). The enclosed resolution satisfies the Michigan Department of Transportation requirement for adding 0.55 miles of roadway to Act 51 funding, bringing the City's total local road network to approximately 158.75 miles.

RECOMMENDED ACTION: Acceptance of subdivision streets in The Reserve of Island Lake (Island Lake Phases 7A and 7B) and adoption of Act 51 New Street Resolution accepting Acorn Trail, Overlook Trail and Mallard Trail as public, adding 0.55 miles of roadway to the City's street system.

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

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

Location Map
The Reserve of Island Lake
Island Lake Phases 7A & 7B

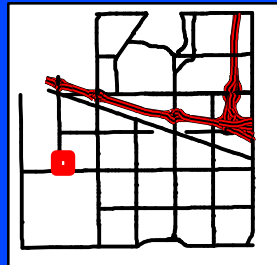


Map Author: Theresa Bridges
Date: January 30, 2017
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi.
Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



City of Novi
Engineering Division
Department of Public Services
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



1 inch = 236 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 25, 2017

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

Re: Reserve at Island Lake (Phases 7A and 7B) – Interior Roads JSP 12-0065 and 13-0048
Acceptance Documents

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find, the following documents for the Island Lake Phases 7A and 7B:

- Covenant Deed (Interior Roads)
- Bill of Sale
- Commitment for Title Insurance

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

Toll MI II Limited Partnership and the Reserve of Island Lake Association seek to convey the interior roads serving Phases 7A and 7B of Island Lake, also known as part of the Reserve of Island Lake. The Covenant Deed for roads and corresponding Bill of Sale for paving are acceptable.

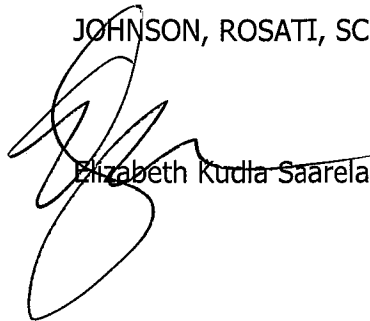
It is our understanding that the Maintenance and Guarantee Bond has been submitted to the City's Bond Coordinator and is in the City's standard format for a surety bond and is acceptable. Generally, the terms of a maintenance and guarantee bond require the developer to repair or replace defective paving for two years from the time of formal acceptance of the facilities by the City.

Once accepted, the Covenant Deed for roads should be tax certified and recorded with Oakland County Records. The Bill of Sale should be retained in the City's file.

Finally, the Master Deed may require amendment to remove the interior roads for the Condominium upon acceptance by City Council.

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

- C: Cortney Hanson, Clerk (w/Enclosures-Originals to follow by Interoffice Mail)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Kirsten Mellem, Planner (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Aaron Staup, Construction Engineer (w/Enclosures)
Theresa Bridges, Civil Engineer (w/Enclosures)
Darcy Rechtien, Staff Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Mike Noles, Toll Brothers, Inc. (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

COVENANT DEED

This **COVENANT DEED** made and entered into by **TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 28004 Center Oaks Ct., Suite 200, Wixom, MI 48393 ("**Developer**") and **THE RESERVE OF ISLAND LAKE**, a Michigan non-profit corporation, with an address of c/o Jason Minock, 28004 Center Oaks Court, Wixom, MI 48393 ("**Association**") to and for the benefit of the **CITY OF NOVI**, a public body corporate, with an address of 45175 Ten Mile Road, Novi, Michigan 48375 ("**City**").

The Developer is the developer of a certain condominium project ("Condominium") pursuant to and in accordance with the terms of the Master Deed for The Reserve of Island Lake Condominium, Oakland County Condominium Subdivision Plan No. 2048, which Master Deed was recorded on July 25, 2013 in Liber 46110, Page 828, Oakland County Records (the "**Master Deed**"). The Condominium is administered by the Association.

In connection with the development of the Condominium, the Developer intended to convey certain interior streets to the City which streets are more particularly described on the attached Exhibit A ("**Streets**"). The Streets are located within General Common Elements of the Condominium as defined and depicted in the Master Deed. Although the Association does not admit or agree that it has ever had ownership, control or responsibility for the Streets, the Association is willing to join in this Deed to confirm the conveyance and dedication of the Streets which are within the common elements of the Condominium.

The Developer and the Association would like to dedicate the Streets to and, the City, following review, inspection and appropriate resolution is willing to accept the dedication.

Therefore, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, the Developer, subject only to the interest of the Association and any interests created by the Association, if any; and the Association subject to the interest of the Developer and any interest created by any party other than the Association hereby convey the Streets to the City.

This Deed constitutes the entire agreement between the parties with respect to the subject matter hereof. No change in, addition to, or waiver or amendment of the terms and conditions hereof shall be binding upon any of the parties hereto unless approved in writing by the other parties hereto.

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Facsimile, email or photostatic signatures shall be treated with the same effect as original signatures would be and when delivered or released shall be binding on the parties.

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

This Deed is exempt from transfer taxes under MCL 207.505(a) and MCL 207.526(a) as the consideration is less than \$100.00.

IN WITNESS WHEREOF, the parties have caused this Deed to be executed as of the date indicated next to each signature.

SIGNATURE PAGES FOLLOW

EXHIBIT A

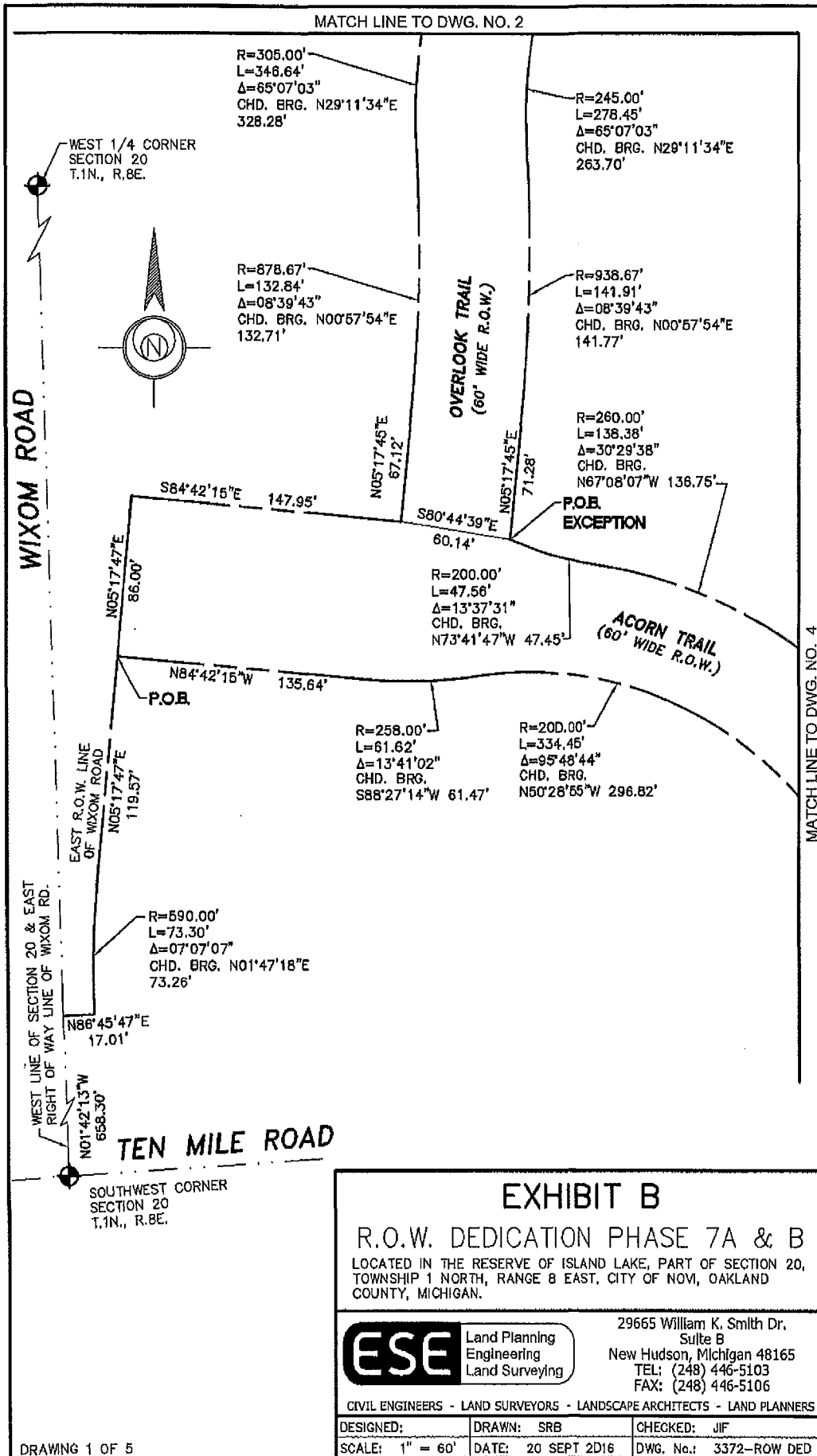


EXHIBIT B

R.O.W. DEDICATION PHASE 7A & B

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.



29665 William K. Smith Dr.
 Suite B
 New Hudson, Michigan 48165
 TEL: (248) 446-5103
 FAX: (248) 446-5106

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 20 SEPT 2016	DWG. No.: 3372-R0W DED

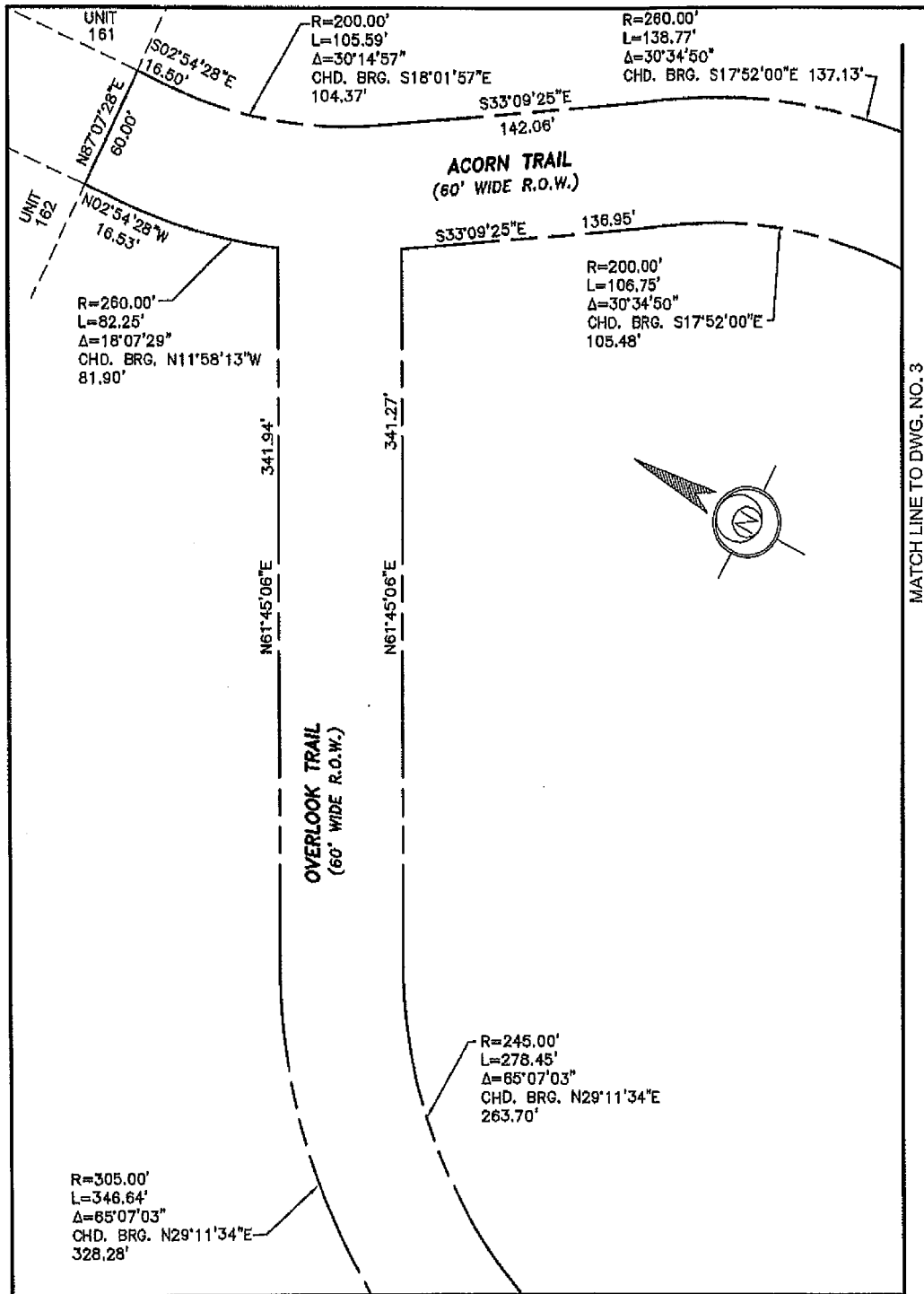


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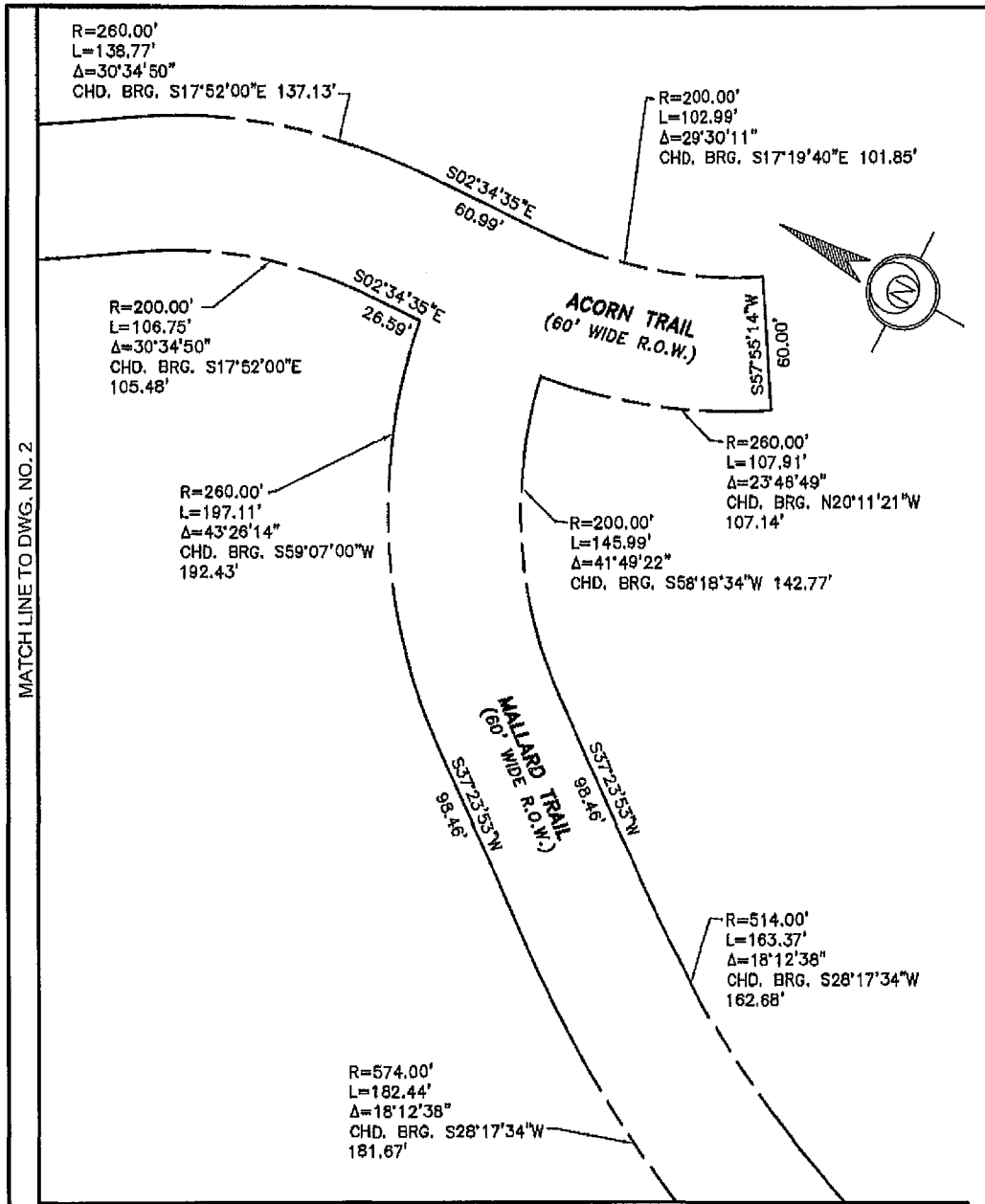


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LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20,
TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOWI, OAKLAND
COUNTY, MICHIGAN.

ESE Land Planning
Engineering
Land Surveying

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MATCH LINE TO DWG. NO. 2

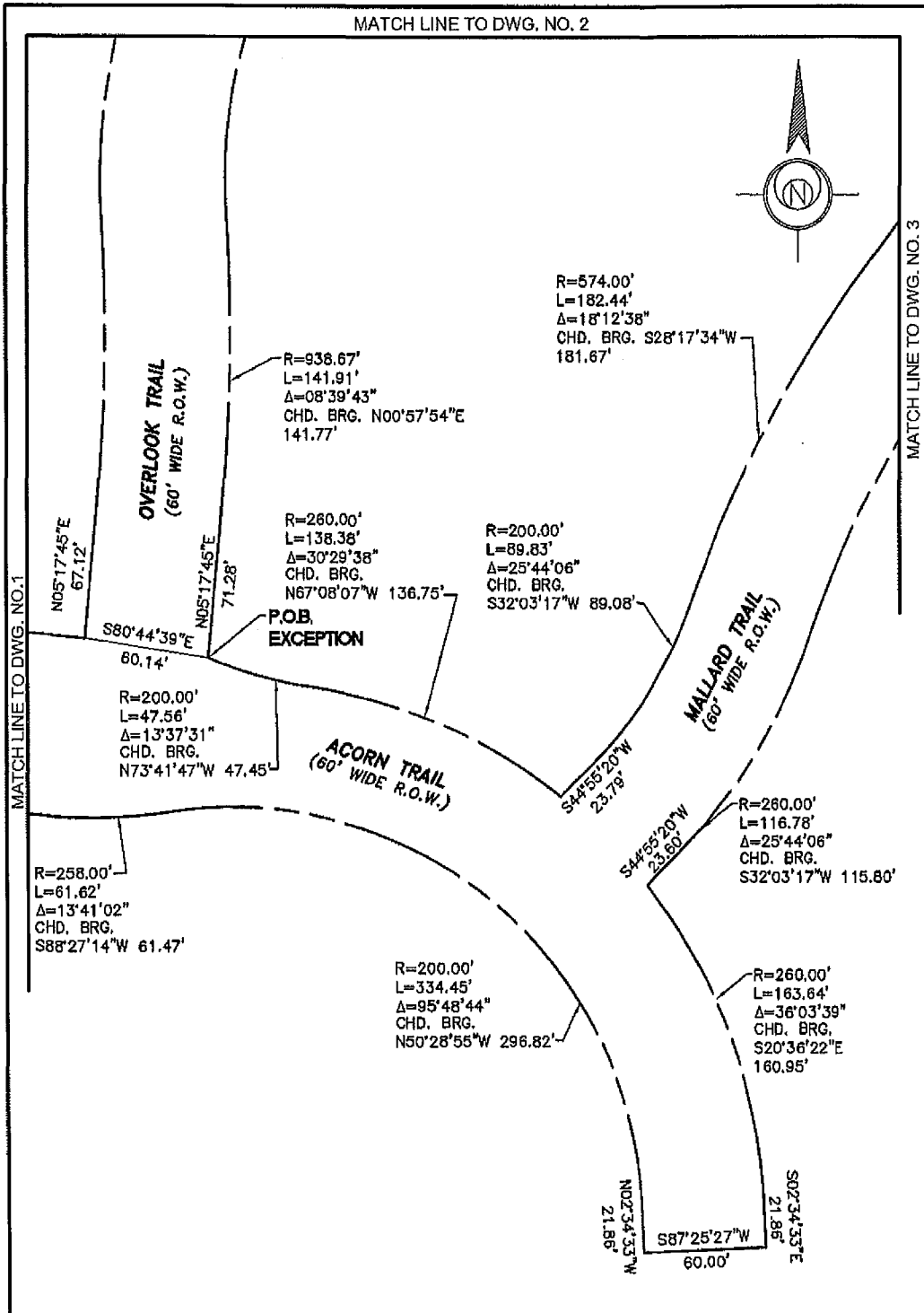
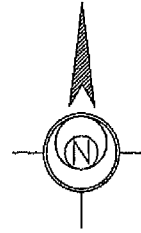


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LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.



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DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 20 SEPT 2016	DWG. No.: 3372-ROW DED

LEGAL DESCRIPTION

60 FOOT WIDE RIGHT-OF-WAY DEDICATION:

A RIGHT OF WAY DEDICATION OVER LAND IN THE RESERVE OF ISLAND LAKE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2048, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 SOUTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01'42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86'45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01'47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05'17'47"E, 119.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N05'17'47"E, 86.00 FEET; THENCE S84'42'15"E, 147.95 FEET; THENCE N05'17'45"E, 67.12 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N00'57'54"E, 132.71 FEET, A RADIUS OF 878.67 FEET, AN ARC LENGTH OF 132.84 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N29'11'34"E, 328.28 FEET, A RADIUS OF 305.00 FEET, AN ARC LENGTH OF 346.64 FEET; THENCE N61'45'06"E, 341.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N11'58'13"W, 81.90 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 82.25 FEET; THENCE N02'54'28"W, 16.53 FEET TO SOUTH LINE OF "ISLAND LAKE VINEYARDS" O.C.C.P. NO. 1271 RECORDED IN LIBER 37895, PAGE 523, OAKLAND COUNTY RECORDS AND THE SOUTHEAST CORNER OF UNIT 162 AND THE WEST RIGHT-OF-WAY LINE OF ACORN TRAIL (60' WIDE); THENCE ALONG SAID SOUTH LINE OF "ISLAND LAKE VINEYARDS" N87'07'28"E, 60.00 FEET TO THE SOUTHWEST CORNER OF UNIT 161 AND THE EAST RIGHT-OF-WAY LINE OF ACORN TRAIL (60' WIDE); THENCE S02'54'28"E, 16.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S18'01'57"E, 104.37 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 105.59 FEET; THENCE S33'09'25"E, 142.06 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S17'52'00"E, 137.13 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 138.77 FEET; THENCE S02'34'35"E, 60.99 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S17'19'40"E, 101.85 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 102.99 FEET; THENCE S57'55'14"W, 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N20'11'21"W, 107.14 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 107.91 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S58'18'34"W, 142.77 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 145.99 FEET; THENCE S37'23'53"W, 98.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S28'17'34"W, 162.68 FEET, A RADIUS OF 514.00 FEET, AN ARC LENGTH OF 163.37 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S32'03'17"W, 115.80 FEET, HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 116.78 FEET; THENCE S44'55'20"W, 23.60 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S20'36'22"E, 160.95 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 163.64 FEET; THENCE S02'34'33"E, 21.86 FEET; THENCE S87'25'27"W, 60.00 FEET; THENCE N02'34'33"W, 21.86 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N50'28'55"W, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S88'27'14"W, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE N84'42'15"W, 135.64 FEET TO THE POINT OF BEGINNING;

EXCEPT FOR THE FOLLOWING:

DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01'42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86'45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01'47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05'17'47"E, 119.57 FEET; THENCE CONTINUING N05'17'47"E, 86.00 FEET; THENCE S84'42'15"E, 147.95 FEET; THENCE S80'44'39"E, 60.14 FEET TO THE POINT OF BEGINNING OF EXCEPTION; THENCE N05'17'45"E, 71.28 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N00'57'54"E, 141.77 FEET A RADIUS OF 938.67 FEET, AN ARC LENGTH OF 141.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N29'11'34"E, 263.70 FEET, A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 278.45 FEET; THENCE N61'45'06"E, 341.27 FEET; THENCE S33'09'25"E, 136.95 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S17'52'00"E, 105.48 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 106.75 FEET; THENCE S02'34'35"E, 26.59 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S59'07'00"W, 192.43 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 197.11 FEET; THENCE S37'23'53"W, 98.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S28'17'34"W, 181.67 FEET, A RADIUS OF 574.00 FEET, AN ARC LENGTH OF 182.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S32'03'17"W, 89.08 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 89.83 FEET; THENCE S44'55'20"W, 23.79 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N67'08'07"W, 136.75 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 136.38 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N73'41'47"W, 47.45 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 47.56 FEET TO THE POINT OF BEGINNING;

EXHIBIT B

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DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: NONE	DATE: 20 SEPT 2016	DWG. No.: 3372-ROW DED

Legal Description

60 FOOT WIDE RIGHT-OF-WAY DEDICATION:

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LEFT HAVING A CHORD BEARING N50°28'55"W, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S88°27'14"W, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE N84°42'15"W, 135.64 FEET TO THE POINT OF BEGINNING:

EXCEPT FOR THE FOLLOWING:

DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01°42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86°45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01°47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05°17'47"E, 119.57 FEET; THENCE CONTINUING N05°17'47"E, 86.00 FEET; THENCE S84°42'15"E, 147.95 FEET; THENCE S80°44'39"E, 60.14 FEET TO THE POINT OF BEGINNING OF EXCEPTION: THENCE N05°17'45"E, 71.28 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N00°57'54"E, 141.77 FEET A RADIUS OF 938.67 FEET, AN ARC LENGTH OF 141.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N29°11'34"E, 263.70 FEET, A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 278.45 FEET; THENCE N61°45'06"E, 341.27 FEET; THENCE S33°09'25"E, 136.95 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S17°52'00"E, 105.48 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 106.75 FEET; THENCE S02°34'35"E, 26.59 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S59°07'00"W, 192.43 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 197.11 FEET; THENCE S37°23'53"W, 98.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S28°17'34"W, 181.67 FEET, A RADIUS OF 574.00 FEET, AN ARC LENGTH OF 182.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S32°03'17"W, 89.08 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 89.83 FEET; THENCE S44°55'20"W, 23.79 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N67°08'07"W, 136.75 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 138.38 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N73°41'47"W, 47.45 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 47.56 FEET TO THE POINT OF BEGINNING:

FULL CONDITIONAL WAIVER

My/our contract with Toll Brothers
(other contracting party)

to provide Asphalt Paving and Related Work

for the improvement of the property described as: _____

Island Lakes 7A and 7B

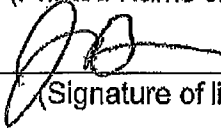
Has been full paid and satisfied by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

This waiver is conditioned on actual payment of \$173,050.11

If the improvement is provided to property that is a residential structure, and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/on or us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Jim Bliss

(Printed Name of lien claimant)



(Signature of lien claimant)

Signed on 12-2-13

Address: 51777 12 Mile

Wixom, MI 48393

Telephone: 248-380-3645

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

SWORN STATEMENT

STATE OF MICHIGAN)
) ss.
 COUNTY OF Oakland)

Jim Bliss _____, being duly sworn, deposes and says: That Cadillac Asphalt LLC is a/the (contractor) subcontractor (supplier) for an improvement to the following described public works situated in Oakland County, Michigan, described as follows:

Contract No. _____; Project Name: Reserves of Island Lakes 7A

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor)(supplier) has (contracted)(subcontracted)(supplied material)(supplied labor) for the improvement on the above referenced public works project and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid	
<div data-bbox="168 730 567 925" style="font-size: 48px; font-family: cursive;"> NONE </div>									
		SUB TOTALS							

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
NONE								
TOTALS								

That the (contractor) (subcontractor) has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor)(supplier) or as _____ of the (contractor)(subcontractor)(supplier) for the purposes of representing to the party from whom payment is requested and to the prime contractor who has furnished a payment bond covering the public works project described on the reverse side and his or her agents that the public works described on the reverse side is free from claims of payment bond liens, or the possibility of payment bond liens, except as specially set forth on the reverse side hereof.

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT FOR THE PURPOSE OF OBTAINING PAYMENT IS SUBJECT TO CRIMINAL and CIVIL PENALTIES AS PROVIDED BY LAW.

J. Blinn / Jim Blinn

(Deponent)

Subscribed and sworn to before me this 29 day of November, 2016.

KATHLEEN G PHILLIPS
Notary Public - Michigan
Livingston County
My Commission Expires Jul 22, 2020
Acting in the County of Oakland

Kathleen H Phillips, Notary Public
Livingston County, Michigan
My commission expires:
Acting in Oakland County

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
NONE								
TOTALS								

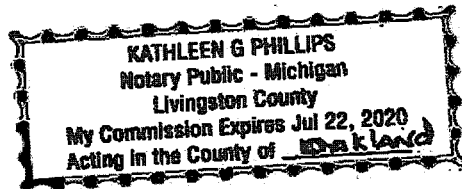
That the (contractor) (subcontractor) has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) (supplier) or as _____ of the (contractor)(subcontractor)(supplier) for the purposes of representing to the party from whom payment is requested and to the prime contractor who has furnished a payment bond covering the public works project described on the reverse side and his or her agents that the public works described on the reverse side is free from claims of payment bond liens, or the possibility of payment bond liens, except as specially set forth on the reverse side hereof.

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT FOR THE PURPOSE OF OBTAINING PAYMENT IS SUBJECT TO CRIMINAL and CIVIL PENALTIES AS PROVIDED BY LAW.

Jim Bliss / Jim Bliss

 (Deponent)



Subscribed and sworn to before me this 29 day of November, 2016.

Kathleen G Phillips, Notary Public
Livingston County, Michigan
 My commission expires:
 Acting in Oakland County

SWORN STATEMENT

STATE OF MICHIGAN)
) ss.
 COUNTY OF Oakland)

Jim Bliss _____, being duly sworn, deposes and says: That Cadillac Asphalt LLC is a/the (contractor)(subcontractor)(supplier) for an improvement to the following described public works situated in Oakland County, Michigan, described as follows:

Contract No. _____; Project Name: Reserves of Islands Lakes 7B

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor)(supplier) has (contracted)(subcontracted)(supplied material)(supplied labor) for the improvement on the above referenced public works project and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
<u>NONE</u>								
	SUB TOTALS							

BILL OF SALE

TOLL II MI LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 28004 Center Oaks Ct. Suite 200, Wixom, MI 48393 ("**Developer**") was the developer of a certain condominium project known as The Reserve of Island Lake Condominium ("**Condominium**") pursuant to and in accordance with the terms of the Master Deed for The Reserve of Island Lake Condominium, Oakland County Condominium Subdivision Plan No. 2048, which Master Deed was recorded on July 25, 2013 in Liber 46110, Page 828, Oakland County Records (the "**Master Deed**"). The Condominium is administered by The **RESERVE OF ISLAND LAKE ASSOCIATION**, a Michigan non-profit corporation, with an address of c/o Jason Minock, 28004 Center Oaks Court, Suite 200, Wixom, MI 48393 ("**Association**").

In connection with the development of the Condominium, the Developer installed certain curbs, gutters, pavement and related street improvements ("**Improvements**") with respect to the streets more particularly described on the attached Exhibit A. The Improvements are located within General Common Elements of the Condominium as defined and depicted in the Master Deed.

The Developer and the Association would like to dedicate the Improvements to the **CITY OF NOVI**, a public body corporate, with an address of 45175 Ten Mile Road, Novi, Michigan 48375 ("**City**") and, the City, following review, inspection and appropriate resolution is willing to accept the dedication.

Therefore, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, the Developer, subject only to the interest of the Association and any interests created by the Association; and the Association subject to the interest of the Developer and any interest created by any party other than the Association hereby convey the Improvements to the City.

This Bill of Sale constitutes the entire agreement between the parties with respect to the subject matter hereof. No change in, addition to, or waiver or amendment of the terms and conditions hereof shall be binding upon any of the parties hereto unless approved in writing by the other parties hereto.

This Bill of Sale shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs and legal representatives.

This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Facsimile, email or

photostatic signatures shall be treated with the same effect as original signatures would be and when delivered or released shall be binding on the parties.

Nothing herein shall be interpreted as evidence of, or an admission that, the Association has ever had an ownership interest in, or possession and control of, the Improvements.

This Bill of Sale is exempt from transfer taxes under MCL 207.505(a) and MCL 207.526(a) as the consideration is less than \$100.00.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as of the date indicated next to each signature.

SIGNATURE PAGES FOLLOW

**SIGNATURE PAGE TO
TOLL MI II LIMITED PARTNERSHIP
THE RESERVE OF ISLAND LAKE ASSOCIATION
CITY OF NOVI
BILL OF SALE**

In witness whereof, the undersigned have executed these presents this 30th day of November, 2016.

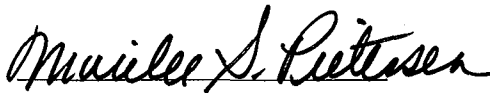
TOLL MI II LIMITED PARTNERSHIP, a
Michigan limited partnership
By: **TOLL MI GP CORP.**
Its: General Partner

By: David Straub
Its: Division President

STATE OF MICHIGAN :
 : SS.

COUNTY OF OAKLAND :

On this, this 30th day of November, 2016, before me, a notary public, personally appeared David Straub who acknowledged himself to be the Division President of Toll MI GP Corp., a corporation and general partner of Toll MI II Limited Partnership, Michigan limited partnership and that such general partner, being authorized to do so, executed the foregoing instrument on behalf of such limited partnership for the purposes therein contained.



Notary Public

Marilee S. Pietersen
Oakland County, Michigan
My Commission Expires Dec. 23, 2017.
Acting in the County of Oakland

**SIGNATURE PAGE TO
TOLL II MI LIMITED PARTNERSHIP
THE RESERVE OF ISLAND LAKE ASSOCIATION
CITY OF NOVI
BILL OF SALE**

In witness whereof, the undersigned have executed these presents this 30th day of November, 2016.

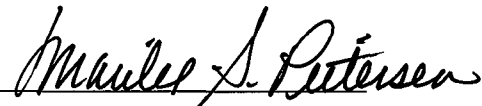
THE RESERVE OF ISLAND LAKE ASSOCIATION, a
Michigan non-profit corporation


By: Jason Minock
Its: President

STATE OF MICHIGAN :
: SS.

COUNTY OF OAKLAND :

On this, this 30th day of November, 2016, before me, a notary public, personally appeared Jason Minock who acknowledged himself to be the President of The Reserve of Island Lake Association, a Michigan corporation, and being authorized to do so, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.



Notary Public
Marilee S. Pietersen
Oakland County, Michigan
My Commission Expires Dec. 23, 2017.
Acting in the County of Oakland

Drafted By:

Elizabeth K. Saarela
JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded, return to:

Maryanne Cornelius, Clerk
CITY OF NOVI
45175 Ten Mile Road
Novi, MI 48375-3024

EXHIBIT A

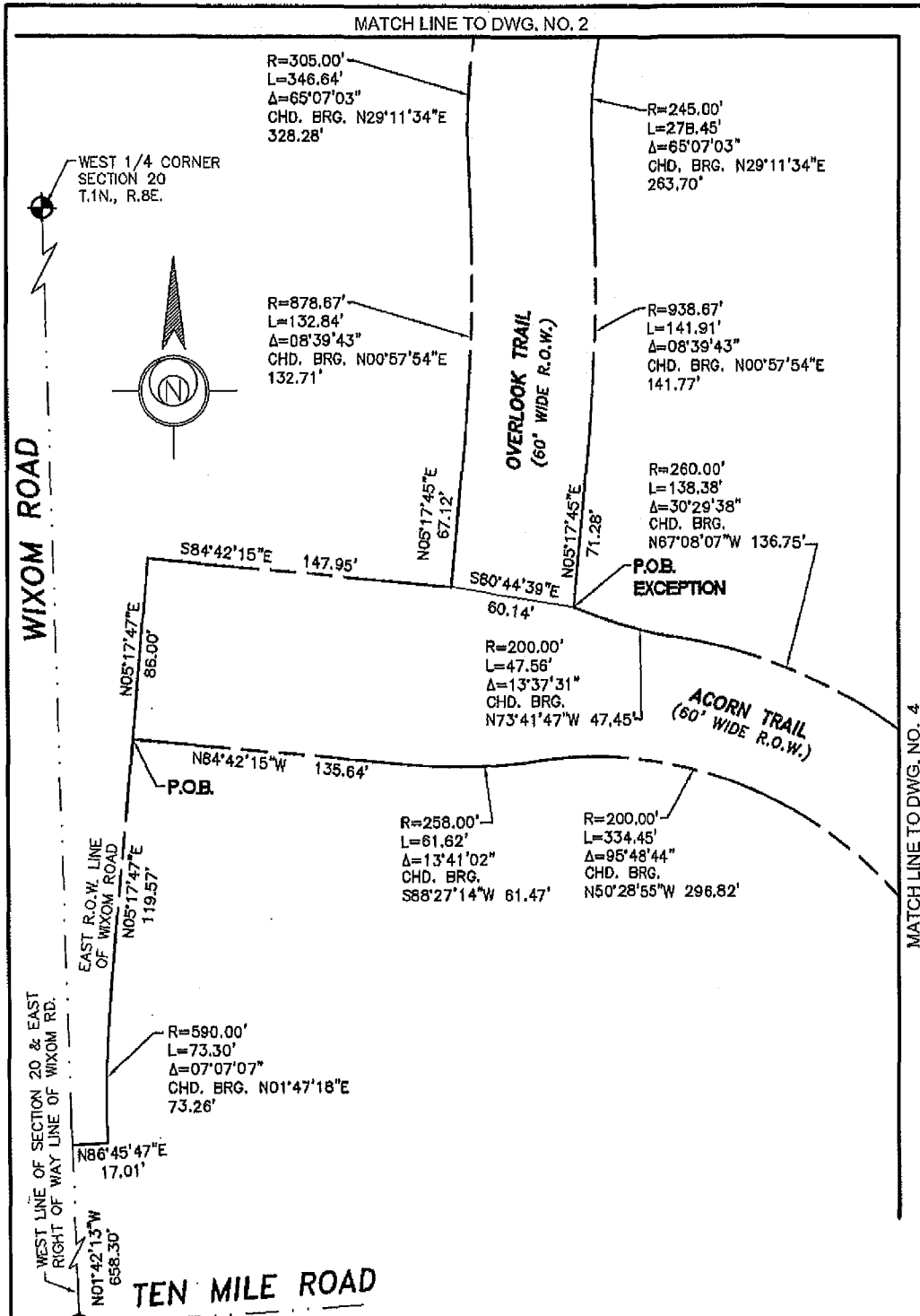


EXHIBIT B

R.O.W. DEDICATION PHASE 7A & B

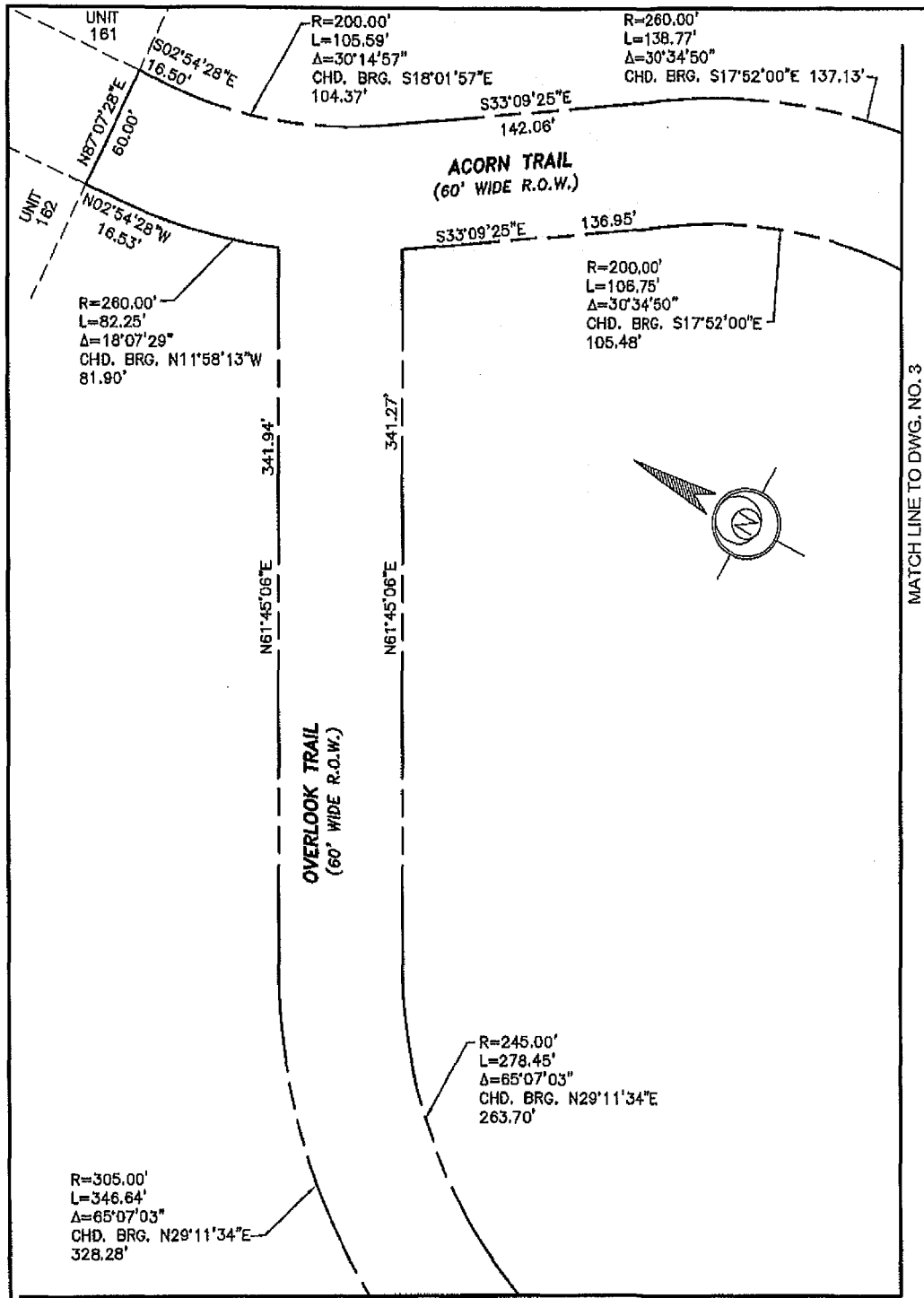
LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOWI, OAKLAND COUNTY, MICHIGAN.



29665 William K. Smith Dr.
Suite B
New Hudson, Michigan 48165
TEL: (248) 446-5103
FAX: (248) 446-5106

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 20 SEPT 2016	DWG. No.: 3372-ROW DED



MATCH LINE TO DWG. NO. 1

EXHIBIT B

R.O.W. DEDICATION PHASE 7A & B

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20,
 TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
 COUNTY, MICHIGAN.



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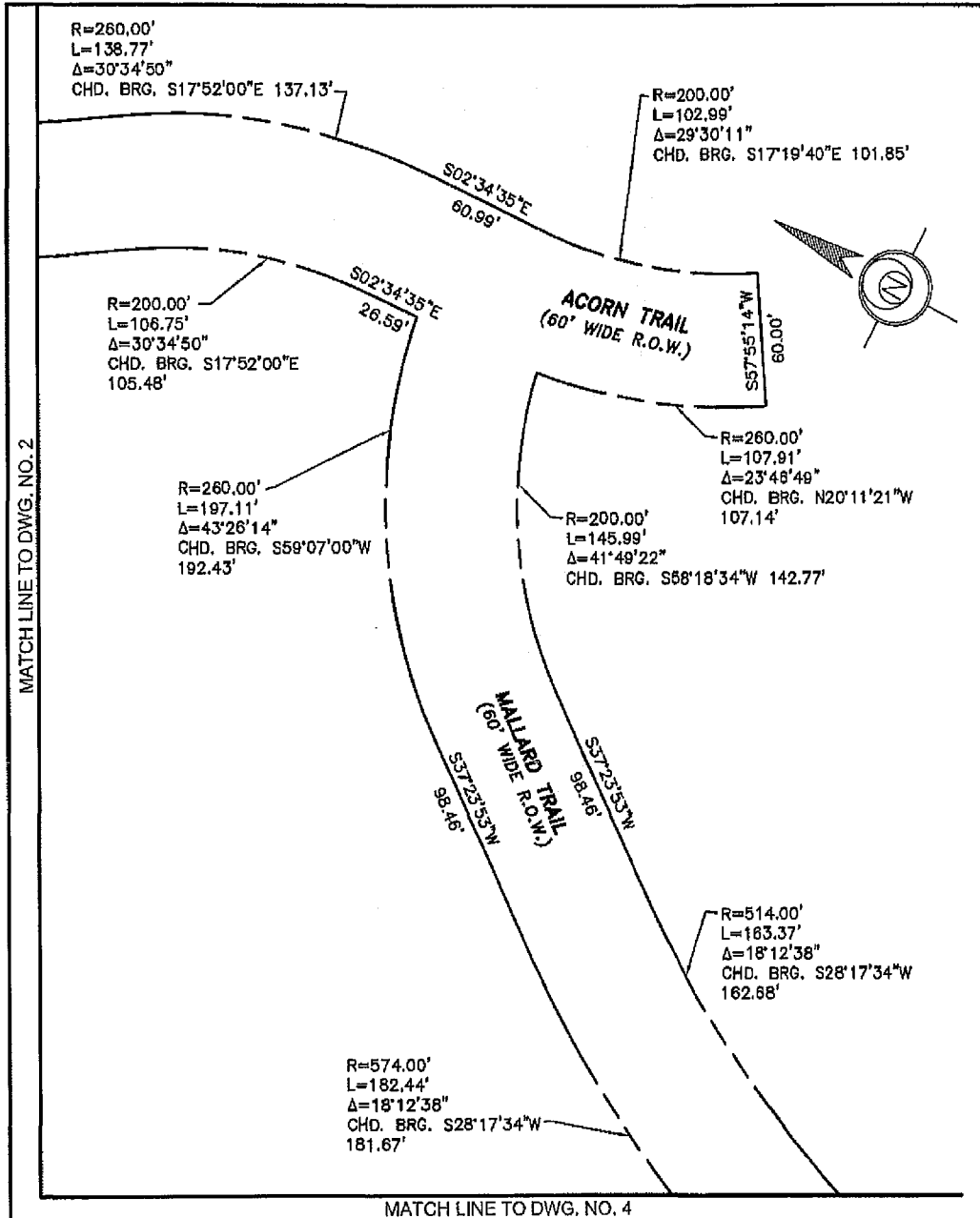


EXHIBIT B

R.O.W. DEDICATION PHASE 7A & B

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.



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DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 20 SEPT 2016	DWG. No.: 3372-ROW DED

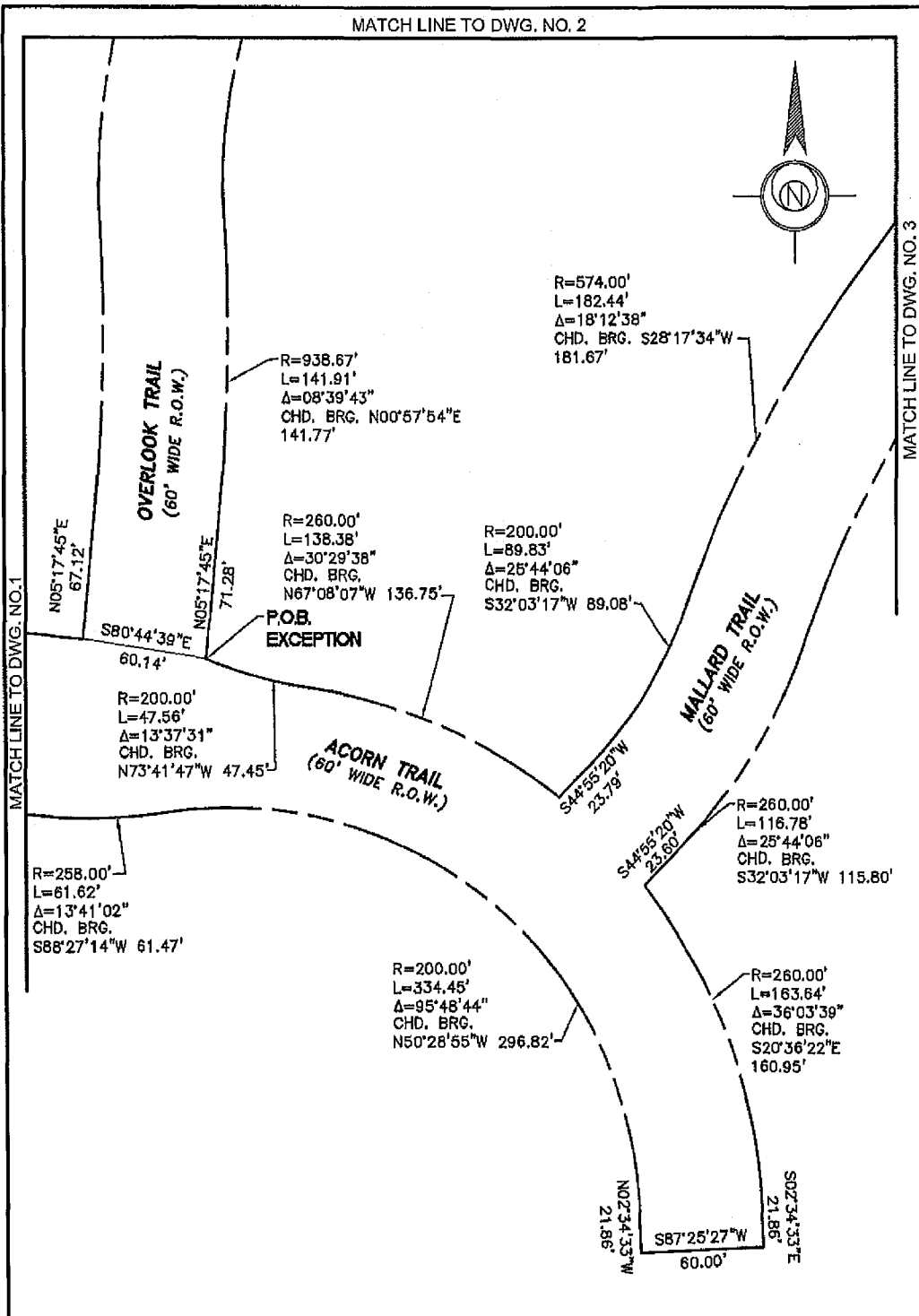


EXHIBIT B

R.O.W. DEDICATION PHASE 7A & B

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.



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CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 20 SEPT 2016	DWG. No.: 3372-R0W DED

LEGAL DESCRIPTION

60 FOOT WIDE RIGHT-OF-WAY DEDICATION:

A RIGHT OF WAY DEDICATION OVER LAND IN THE RESERVE OF ISLAND LAKE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2048, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 SOUTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01'42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86'45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01'47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05'17'47"E, 119.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N05'17'47"E, 86.00 FEET; THENCE S84'42'15"E, 147.95 FEET; THENCE N05'17'45"E, 67.12 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N00'57'54"E, 132.71 FEET, A RADIUS OF 878.67 FEET, AN ARC LENGTH OF 132.84 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N29'11'34"E, 328.28 FEET, A RADIUS OF 305.00 FEET, AN ARC LENGTH OF 346.64 FEET; THENCE N61'45'08"E, 341.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N11'58'13"W, 81.90 FEET, A RADIUS OF 280.00 FEET, AN ARC LENGTH OF 82.25 FEET; THENCE N02'54'28"W, 16.53 FEET TO SOUTH LINE OF "ISLAND LAKE VINEYARDS" O.C.C.P. NO. 1271 RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS AND THE SOUTHEAST CORNER OF UNIT 162 AND THE WEST RIGHT-OF-WAY LINE OF ACORN TRAIL (60' WIDE); THENCE ALONG SAID SOUTH LINE OF "ISLAND LAKE VINEYARDS" N87'07'28"E, 60.00 FEET TO THE SOUTHWEST CORNER OF UNIT 161 AND THE EAST RIGHT-OF-WAY LINE OF ACORN TRAIL (60' WIDE); THENCE S02'54'28"E, 16.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S18'01'57"E, 104.37 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 105.59 FEET; THENCE S33'09'25"E, 142.06 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S17'52'00"E, 137.13 FEET, A RADIUS OF 280.00 FEET, AN ARC LENGTH OF 138.77 FEET; THENCE S02'34'35"E, 60.99 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S17'19'40"E, 101.85 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 102.99 FEET; THENCE S57'55'14"W, 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N20'11'21"W, 107.14 FEET, A RADIUS OF 280.00 FEET, AN ARC LENGTH OF 107.91 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S58'18'34"W, 142.77 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 145.99 FEET; THENCE S37'23'53"W, 98.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S28'17'34"W, 162.68 FEET, A RADIUS OF 514.00 FEET, AN ARC LENGTH OF 163.37 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S32'03'17"W, 115.80 FEET, HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 116.78 FEET; THENCE S44'55'20"W, 23.60 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S20'36'22"E, 160.95 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 163.64 FEET; THENCE S02'34'33"E, 21.86 FEET; THENCE S87'25'27"W, 60.00 FEET; THENCE N02'34'33"W, 21.86 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N50'28'55"W, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S88'27'14"W, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE N84'42'15"W, 135.64 FEET TO THE POINT OF BEGINNING;

EXCEPT FOR THE FOLLOWING:

DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01'42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86'45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01'47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05'17'47"E, 119.57 FEET; THENCE CONTINUING N05'17'47"E, 86.00 FEET; THENCE S84'42'15"E, 147.95 FEET; THENCE S80'44'39"E, 60.14 FEET TO THE POINT OF BEGINNING OF EXCEPTION; THENCE N05'17'45"E, 71.28 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N00'57'54"E, 141.77 FEET A RADIUS OF 938.67 FEET, AN ARC LENGTH OF 141.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N29'11'34"E, 263.70 FEET, A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 278.45 FEET; THENCE N61'45'08"E, 341.27 FEET; THENCE S33'09'25"E, 136.95 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S17'52'00"E, 105.48 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 106.75 FEET; THENCE S02'34'35"E, 26.59 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S59'07'00"W, 192.43 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 197.11 FEET; THENCE S37'23'53"W, 98.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S28'17'34"W, 181.87 FEET, A RADIUS OF 574.00 FEET, AN ARC LENGTH OF 182.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S32'03'17"W, 89.08 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 89.83 FEET; THENCE S44'55'20"W, 23.79 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N67'08'07"W, 136.75 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 138.38 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N73'41'47"W, 47.45 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 47.56 FEET TO THE POINT OF BEGINNING;

EXHIBIT B

R.O.W. DEDICATION PHASE 7A & B

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.



Land Planning
Engineering
Land Surveying

29665 William K. Smith Dr.
Suite B
New Hudson, Michigan 48165
TEL: (248) 446-5103
FAX: (248) 446-5106

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: NONE	DATE: 20 SEPT 2016	DWG. No.: 3372-ROW DED

Legal Description

60 FOOT WIDE RIGHT-OF-WAY DEDICATION:

A RIGHT OF WAY DEDICATION OVER LAND IN THE RESERVE OF ISLAND LAKE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2048, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 SOUTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01°42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86°45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01°47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05°17'47"E, 119.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N05°17'47"E, 86.00 FEET; THENCE S84°42'15"E, 147.95 FEET; THENCE N05°17'45"E, 67.12 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N00°57'54"E, 132.71 FEET, A RADIUS OF 878.67 FEET, AN ARC LENGTH OF 132.84 FEET; THENCE ALONG A CURVE TO RIGHT HAVING A CHORD BEARING N29°11'34"E, 328.28 FEET, A RADIUS OF 305.00 FEET, AN ARC LENGTH OF 346.64 FEET; THENCE N61°45'06"E, 341.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N11°58'13"W, 81.90 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 82.25 FEET; THENCE N02°54'28"W, 16.53 FEET TO SOUTH LINE OF "ISLAND LAKE VINEYARDS" O.C.C.P. NO. 1271 RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS AND THE SOUTHEAST CORNER OF UNIT 162 AND THE WEST RIGHT-OF-WAY LINE OF ACORN TRAIL (60' WIDE); THENCE ALONG SAID SOUTH LINE OF "ISLAND LAKE VINEYARDS" N87°07'28"E, 60.00 FEET TO THE SOUTHWEST CORNER OF UNIT 161 AND THE EAST RIGHT-OF-LINE OF ACORN TRAIL (60' WIDE); THENCE S02°54'28"E, 16.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S18°01'57"E, 104.37 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 105.59 FEET; THENCE S33°09'25"E, 142.06 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S17°52'00"E, 137.13 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 138.77 FEET; THENCE S02°34'35"E, 60.99 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S17°19'40"E, 101.85 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 102.99 FEET; THENCE S57°55'14"W, 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N20°11'21"W, 107.14 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 107.91 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S58°18'34"W, 142.77 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 145.99 FEET; THENCE S37°23'53"W, 98.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S28°17'34"W, 162.68 FEET, A RADIUS OF 514.00 FEET, AN ARC LENGTH OF 163.37 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S32°03'17"W, 115.80 FEET, HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 116.78 FEET; THENCE S44°55'20"W, 23.60 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S20°36'22"E, 160.95 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 163.64 FEET; THENCE S02°34'33"E, 21.86 FEET; THENCE S87°25'27"W, 60.00 FEET; THENCE N02°34'33"W, 21.86 FEET; THENCE ALONG A CURVE TO THE

LEFT HAVING A CHORD BEARING N50°28'55"W, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S88°27'14"W, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE N84°42'15"W, 135.64 FEET TO THE POINT OF BEGINNING:

EXCEPT FOR THE FOLLOWING:

DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01°42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86°45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01°47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05°17'47"E, 119.57 FEET; THENCE CONTINUING N05°17'47"E, 86.00 FEET; THENCE S84°42'15"E, 147.95 FEET; THENCE S80°44'39"E, 60.14 FEET TO THE POINT OF BEGINNING OF EXCEPTION: THENCE N05°17'45"E, 71.28 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N00°57'54"E, 141.77 FEET A RADIUS OF 938.67 FEET, AN ARC LENGTH OF 141.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N29°11'34"E, 263.70 FEET, A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 278.45 FEET; THENCE N61°45'06"E, 341.27 FEET; THENCE S33°09'25"E, 136.95 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S17°52'00"E, 105.48 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 106.75 FEET; THENCE S02°34'35"E, 26.59 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S59°07'00"W, 192.43 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 197.11 FEET; THENCE S37°23'53"W, 98.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S28°17'34"W, 181.67 FEET, A RADIUS OF 574.00 FEET, AN ARC LENGTH OF 182.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S32°03'17"W, 89.08 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 89.83 FEET; THENCE S44°55'20"W, 23.79 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N67°08'07"W, 136.75 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 138.38 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N73°41'47"W, 47.45 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 47.56 FEET TO THE POINT OF BEGINNING:



Policy (or Policies) issued pursuant to this Commitment is (are) underwritten by:

First American Title Insurance Company

Commitment No.: 106-16001294-RET

SCHEDULE A

1. Commitment Date: November 4, 2016
2. Policy or policies to be issued:
 - (a) ALTA Owners Policy (10/17/06) **Amount: \$10,000.00**
Proposed Insured:
City of Novi
 - (b) ALTA Owner's Policy (06/06) **Amount: \$0.00**
Proposed Insured:
, its successors and/or assigns as their respective interests may appear.
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Toll MI II Limited Partnership, A Michigan Limited Partnership
4. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.
Commonly known as: STREET DEDICATION, Novi, MI 48374

Issued by:
Westminster Title Agency, Inc.
39500 High Pointe Blvd, Ste 160
Novi, MI 48375
PHONE: (248)349-1630 • FAX (248)349-6969
Agent For: First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

See Schedule B Attached
END OF SCHEDULE A

SCHEDULE B - SECTION I

REQUIREMENTS
106-16001294-RET

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
4. Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded.
5. Record Warranty deed executed by Toll MI II Limited Partnership, A Michigan Limited Partnership , to City of Novi.

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

THIS COMMITMENT IS VALID ONLY IF SCHEDULE A OF THE COMMITMENT IS ATTACHED HERETO
End of Schedule B - Section I

SCHEDULE B - SECTION II

EXCEPTIONS 106-16001294-RET

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public record.
5. Taxes and assessments which become due and payable after the date of commitment, including taxes or assessments which may be added to the tax rolls or tax bill after the Date of Commitment as a result of the taxing authority disallowing or revising an allowance of a tax exempt status.
6. The dower or homestead rights if any, of the wife of any individual insured or of any individual shown herein to be party in interest.
7. Rights of co-owners in The Reserve of Island Lake in general common elements and limited common elements as set forth in Master Deed recorded in Liber 46110, Pages 828, inclusive, as amended, in associated condominium documents, and as described in Act 59 of the Public Acts of 1978, as amended, and all the terms and conditions, regulations, restrictions, easements and other matters set forth in the above described Master Deed, associated documents and statutes.
8. Harvest Lake of Novi Residential Unit Development Agreement (the "RUD Agreement") entered into by the prior owner of the property submitted to the Condominium and the City of Novi and recorded at Liber 18279, Pages 716 through 855, both inclusive, Oakland County Records. To include more land therein, the RUD Agreement was amended by a Harvest Lake of Novi First Amendment of Residential Unit Development Agreement dated as of July 22, 1999, and recorded at Liber 20818, Pages 15 through 40, both inclusive, Oakland County Records, as further amended by that certain Second Amendment to Residential Unit Development Agreement dated July 2, 2003, recorded at Liber 29801, Pages 7 through 23, both inclusive, Oakland County Records, as further amended by that certain Third Amendment to Residential Unit Development Agreement dated July 21, 2003, recorded at Liber 30402, Pages 1 through 15, both inclusive, Oakland County Records, as further amended by that certain. On March 14, 2005, the Declarant caused both a Fourth Amendment to Residential Unit Development Agreement dated March 14, 2005, recorded at Liber 35126, Pages 758-772, both inclusive, Oakland County Records, as further amended by that certain Fifth Amendment to Residential Unit Development Agreement dated March 14, 2005, recorded at Liber 35126, Pages 773 through 794, both inclusive, Oakland County Records, and further amended by that certain Sixth Amendment to RUD Agreement dated May 23, 2013 Liber 45833, Page 95, Oakland County Records
9. Island Lake of Novi Community Association Declaration of Covenants Conditions and Restrictions, dated June 19, 2000, recorded on June 21, 2000 at Liber 21518, Pages 318 through 345, both inclusive, Oakland County Records, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions dated June 22, 2001, recorded at Liber 23097, Pages 301 through 309, both inclusive, Oakland County Records, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions dated August 20, 2003, recorded at Liber 30418, Pages 397 through 410, both inclusive, Oakland County Records, as further

amended by that certain Third Amendment to Declaration, Covenants and Restrictions dated June 22, 2006, recorded at Liber 37780, Pages 677 through 690, both inclusive, Oakland County Records, and as further amended by that certain Fourth Amendment to Declaration, Covenants and Restrictions dated July 19, 2013, recorded at Liber 46088, Pages 684 through 696 both inclusive, Oakland County Records

THIS COMMITMENT IS VALID ONLY IF SCHEDULE A OF THE COMMITMENT IS ATTACHED HERETO
End of Schedule B - Section II

EXHIBIT A

LEGAL DESCRIPTION
106-16001294-RET

Property situated in the City of Novi, Oakland County, State of Michigan

60 FOOT WIDE RIGHT-OF-WAY DEDICATION:

A RIGHT OF WAY DEDICATION OVER LAND IN THE RESERVE OF ISLAND LAKE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2048, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 SOUTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01°42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86°45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01°47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05°17'47"E, 119.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N05°17'47"E, 86.00 FEET; THENCE S84°42'15"E, 147.95 FEET; THENCE N05°17'45"E, 67.12 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N00°57'54"E, 132.71 FEET, A RADIUS OF 878.67 FEET, AN ARC LENGTH OF 132.84 FEET; THENCE ALONG A CURVE TO RIGHT HAVING A CHORD BEARING N29°11'34"E, 328.28 FEET, A RADIUS OF 305.00 FEET, AN ARC LENGTH OF 346.64 FEET; THENCE N61°45'06"E, 341.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N11°58'13"W, 81.90 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 82.25 FEET; THENCE N02°54'28"W, 16.53 FEET TO SOUTH LINE OF "ISLAND LAKE VINEYARDS" O.C.C.P. NO. 1271 RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS AND THE SOUTHEAST CORNER OF UNIT 162 AND THE WEST RIGHT-OF-WAY LINE OF ACORN TRAIL (60' WIDE); THENCE ALONG SAID SOUTH LINE OF "ISLAND LAKE VINEYARDS" N87°07'28"E, 60.00 FEET TO THE SOUTHWEST CORNER OF UNIT 161 AND THE EAST RIGHT-OF-LINE OF ACORN TRAIL (60' WIDE); THENCE S02°54'28"E, 16.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S18°01'57"E, 104.37 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 105.59 FEET; THENCE S33°09'25"E, 142.06 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S17°52'00"E, 137.13 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 138.77 FEET; THENCE S02°34'35"E, 60.99 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S17°19'40"E, 101.85 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 102.99 FEET; THENCE S57°55'14"W, 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N20°11'21"W, 107.14 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 107.91 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S58°18'34"W, 142.77 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 145.99 FEET; THENCE S37°23'53"W, 98.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S28°17'34"W, 162.68 FEET, A RADIUS OF 514.00 FEET, AN ARC LENGTH OF 163.37 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S32°03'17"W, 115.80 FEET, HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 116.78 FEET; THENCE S44°55'20"W, 23.60 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S20°36'22"E, 160.95 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 163.64 FEET; THENCE S02°34'33"E, 21.86 FEET; THENCE S87°25'27"W, 60.00 FEET; THENCE N02°34'33"W, 21.86 FEET; THENCE ALONG A CURVE TO THE


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EXCEPT FOR THE FOLLOWING:

DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01°42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86°45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01°47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05°17'47"E, 119.57 FEET; THENCE CONTINUING N05°17'47"E, 86.00 FEET; THENCE S84°42'15"E, 147.95 FEET; THENCE S80°44'39"E, 60.14 FEET TO THE POINT OF BEGINNING OF EXCEPTION: THENCE N05°17'45"E, 71.28 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N00°57'54"E, 141.77 FEET A RADIUS OF 938.67 FEET, AN ARC LENGTH OF 141.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N29°11'34"E, 263.70 FEET, A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 278.45 FEET; THENCE N61°45'06"E, 341.27 FEET; THENCE S33°09'25"E, 136.95 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S17°52'00"E, 105.48 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 106.75 FEET; THENCE S02°34'35"E, 26.59 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S59°07'00"W, 192.43 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 197.11 FEET; THENCE S37°23'53"W, 98.46 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S28°17'34"W, 181.67 FEET, A RADIUS OF 574.00 FEET, AN ARC LENGTH OF 182.44 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S32°03'17"W, 89.08 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 89.83 FEET; THENCE S44°55'20"W, 23.79 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N67°08'07"W, 136.75 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 138.38 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N73°41'47"W, 47.45 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 47.56 FEET TO THE POINT OF BEGINNING:

Commonly known as: STREET DEDICATION, Novi, MI 48374

Sidwell No.:

 <i>First American Title</i>	Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Commitment	

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued may contain an arbitration clause. When the amount of the Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.*

Invoice

Remit payment to:

Westminster Title Agency, Inc.
39500 High Pointe Blvd, Ste 160
Novi, MI 48375
Attn:

Billed to:

Toll MI II Limited Partnership
250 Gibraltar Rd.
Horsham, PA 19044
Attn:

Invoice number: 106-16001294-RET-1**Invoice date:** December 1, 2016**Please pay before:** December 1, 2016**Our file number:** 106-16001294-RET**Your reference number:****Property:**

STREET DEDICATION
Novi, MI 48374
Oakland County

DESCRIPTION	AMOUNT
abstract, examine	500.00
Owner's Policy (Coverage \$10,000.00)	316.93
Invoice total amount due:	816.93

Thank you for your Business!

RECEIVED

BSM16-0005

SEP 21 2016

STREET MAINTENANCE AND GUARANTEE BOND

CITY OF NOVI
COMMUNITY DEVELOPMENT
Bond #: 0707000

The undersigned, TOLL MI II LIMITED PARTNERSHIP, "Principal," whose address is 250 Gibraltar Road, Horsham, PA 19044, and INTERNATIONAL FIDELITY INSURANCE COMPANY, "Surety," whose address is 2570 Boulevard of the Generals, Norristown, PA 19403, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Twenty Five Thousand Three Hundred Ninety Eight and 25/100 Dollars (\$25,398.25) 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 street paving for JSP13-0048 Reserve at Island Lake Phase 7B within the City of Novi, shown on plans, dated 7/31/13 ("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, shall keep the improvements in good functioning order by immediately repairing any defect in same, whether due to the 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 an 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.

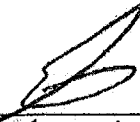
It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City, and its officers, officials, and employees, harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its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

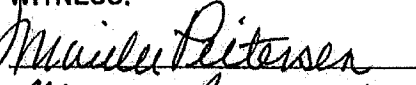
This Bond was executed by the Principal and Surety on the dates indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is September 19, 2016.

PRINCIPAL: TOLL MI II LIMITED PARTNERSHIP
BY: TOLL MI GP CORP., GENERAL PARTNER

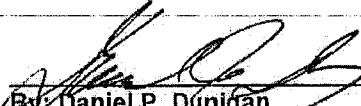
Date: 9.19.16



By: DAVID STRANO
Its: DIVISION 2 PRESIDENT

WITNESS:

MARILEE PIETERSEN

SURETY: INTERNATIONAL FIDELITY INSURANCE
COMPANY

Date: September 19, 2016


By: Daniel P. Dúnigan
Its: Attorney-in-Fact

WITNESS:

Arlene Ostroff - Witness

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JOSEPH W. KOLOK, JR., BRIAN C. BLOCK, DANIEL P. DUNIGAN, RICHARD J. DECKER,
WILLIAM F. SIMKISS

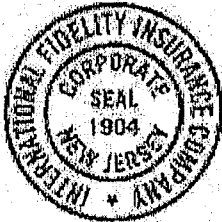
Paoli, PA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under, and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19TH day of SEPTEMBER, 2016

MARIA BRANCO, Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2015

<u>ASSETS</u>	
Bonds (Amortized Value)	\$98,458,862
Common Stocks (Market Value)	31,508,222
Mortgage Loans on Real Estate	373,152
Cash, Bank Deposits & Short Term Investments	35,819,450
Other Invested Assets	432,450
Unpaid Premiums & Assumed Balances	10,051,083
Reinsurance Recoverable from Reinsurers	(129,053)
Electronic Data Processing Equipment	625,537
Investment Income Due and Accrued	582,669
Current federal & foreign income tax recoverable & interest thereon	261,876
Net Deferred Tax Assets	4,054,946
Receivables from Parent, Subsidiaries & Affiliates	129,984
Other Assets	20,925,879
TOTAL ASSETS	<u>\$203,095,057</u>
<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	(\$564,096)
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	1,270,638
Loss Adjustment Expenses	3,267,578
Commissions Payable, Contingent Commissions & Other Similar Charges ..	191,728
Other Expenses (Excluding Taxes, Licenses and Fees)	3,600,877
Taxes, Licenses & Fees (Excluding Federal Income Tax)	331,317
Unearned Premiums	32,509,578
Dividends Declared & Unpaid: Policyholders	800,000
Ceded Reinsurance Premiums Payable	3,337,507
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	67,779,362
Provision for Reinsurance	51,384
Payable to Parent, Subsidiaries and Affiliates	92,221
Other Liabilities	6,548,908
TOTAL LIABILITIES	<u>\$119,218,033</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Notes	16,000,000
Unassigned Funds (Surplus)	67,827,534
Less: Treasury Stock at cost (40,558 shares common) (value incl. \$45.)	1,825,110
Surplus as Regards Policyholders	<u>\$83,877,024</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$203,095,057</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2015, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 22nd day of February, 2016.
 INTERNATIONAL FIDELITY INSURANCE COMPANY

December 12, 2016

Mike Noles
Toll Brothers, Inc.
28004 Center Oaks Ct, Suite 200
Wixom, Michigan 48393

Re: Island Lakes Phases 7A & 7B - Document Review
Novi # JSP12-0065
SDA Job No. NV13-215
EXHIBITS APPROVED

Dear Mr. Noles:

We have reviewed the following document package received by our office on December 5, 2016 against the submitted plan set. We offer the following comments:

Submitted Documents:

1. **Warranty Deed for Road ROW** – (executed: exhibit dated 9/20/16) – Exhibits Approved.
2. **Bill of Sale (Streets)** – (executed: exhibit dated 9/20/16) – Exhibits Approved.
3. **Waivers of Lien (Streets)** – SUPPLIED – Approved.
4. **Sworn Statement (Streets)** – SUPPLIED – Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Brittany Allen, EIT
Engineer

Cc (via Email): George Melistas, City Engineering Senior Manager
Cortney Hanson, City Clerk
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Theresa Bridges, City Construction Engineer
Darcy Rehtien, City Engineering Technician
Angie Pawlowski, City Community Development Bond Coordinator

October 28, 2016

Mrs. Theresa C. Bridges
Construction Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Island Lake – Phase 7A
Site Work Final Approval**
Novi SP No.: JSP12-0065
SDA Job No.: NV13-215

Dear Mrs. Bridges:

Please be advised that the public site utilities, grading, and pavement for the above referenced project have been confirmed by SDA to have been completed in accordance with the approved construction plans. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee can 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



Ted Meadows
Senior Project Manager

TMM

cc: Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)
Cheryl McNamara, City of Novi – Interim Bond Coordinator (e-mail)
Angie Pawlowski, City of Novi – Bond Coordinator
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
John Poe, Toll Brothers (email)
Mike Noles, Toll Brothers (email)
SDA Job File

October 28, 2016

Mrs. Theresa C. Bridges
Construction Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Island Lake – Phase 7B
Site Work Final Approval**
Novi SP No.: JSP13-0048
SDA Job No.: NV13-219

Dear Mrs. Bridges:

Please be advised that the public site utilities, grading, and pavement for the above referenced project have been confirmed by SDA to have been completed in accordance with the approved construction plans. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee can 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



Ted Meadows
Senior Project Manager

TMM

cc: Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)
Cheryl McNamara, City of Novi – Interim Bond Coordinator (e-mail)
Angie Pawlowski, City of Novi – Bond Coordinator
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
John Poe, Toll Brothers (email)
Mike Noles, Toll Brothers (email)
SDA Job File

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**THE RESERVE OF ISLAND LAKE (PHASES 7A & 7B) SUBDIVISION
ACORN TRAIL, OVERLOOK TRAIL, AND MALLARD TRAIL**

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 February 6, 2017, 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 Acorn Trail, Overlook Trail, and Mallard Trail, and,

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

WHEREAS; that Acorn Trail, Overlook Trail, and Mallard Trail were open to the public since 2014.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Acorn Trail, Overlook Trail, and Mallard Trail and direct such to be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, 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 6th day of February, 2017 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.

Cortney Hanson, City Clerk
City of Novi