



**CITY OF NOVI CITY COUNCIL
DECEMBER 18, 2023**

SUBJECT: Approval to accept the residential streets as part of Dixon Meadows Phase 1 and 2 and adoption of Act 51 New Street Resolution accepting Sedgwick Boulevard, Verona Drive, Billings Drive and Hanover Drive as public. Adding 0.65 miles of roadway to the City's public street system.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

Pulte Homes of Michigan, LLC has requested the dedication and acceptance of Sedgwick Boulevard, Verona Drive, Billings Drive and Hanover Drive as public assets. The Dixon Meadows development is comprised of two phases and 78 single-family homes. The project is located west of Dixon Road, and North of 12 Mile Road. The right-of-way width for the proposed streets shall be sixty (60) feet wide.

According to the City's consulting engineer, the streets meet City design and construction standards (Spalding DeDecker, September 19, 2022). The related acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form to permit acceptance by City Council. The warranty deed for Phase 1 was approved by Spalding DeDecker on October 18, 2017, and by Beth Saarela on December 26, 2018. The remaining acceptance documents were submitted in 2023 and reviewed by the City's consulting engineer and the City Attorney (Spalding DeDecker, December 1, 2023, and Beth Saarela, November 17, 2023, respectively). The enclosed resolution satisfies the Michigan Department of Transportation requirement for adding 0.65 mile of roadway to Act 51 funding.

RECOMMENDED ACTION: Approval to accept the residential streets as part of Dixon Meadows and adoption of Act 51 New Street Resolution accepting Sedgwick Boulevard, Verona Drive, Billings Drive and Hanover Drive as public, adding 0.65 miles of roadway to the City's public street system.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION NEW STREET ACCEPTANCE

**Dixon Meadows Phase 1 and Phase 2
Verona Drive, Billings Drive, Hanover Drive, and Sedgwick Blvd.**

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 18, 2023, at _____ 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 Sedgwick Boulevard, Verona Drive, Billings Drive, and Hanover Drive 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 Sedgwick Boulevard, Verona Drive, Billings Drive, and Hanover Drive were open to the public since September 2022.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Sedgwick Boulevard, Verona Drive, Billings Drive, and Hanover Drive, and direct such to be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

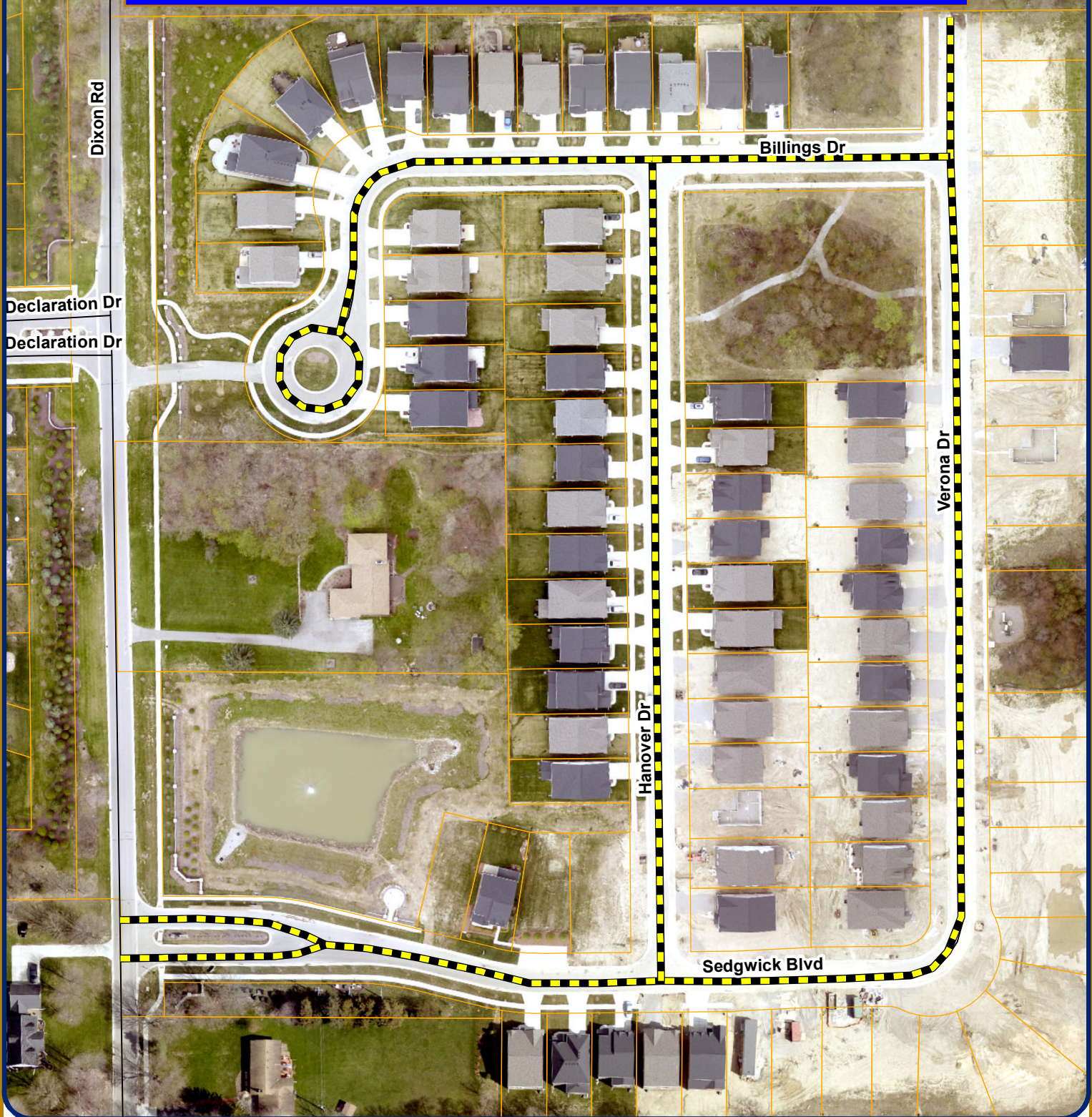
CERTIFICATION

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 18th day of December, 2023 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

Dixon Meadows Street Acceptance

Location Map






Map Author: Humna Anjum
 Date: 10/20/2022
 Project: Dixon Meadows
 Version: 1.0

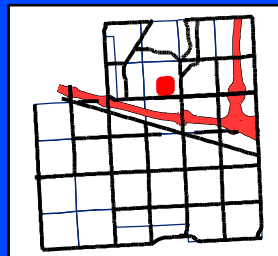
Amended By:
 Date:
 Department:

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.

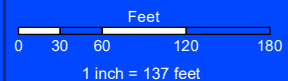
Legend

-  Proposed Public Streets
-  Major Roads
-  Minor Roads



City of Novi

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





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 26, 2018

Jeffrey Herczeg, Director of Public Services
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Dixon Meadows Phase I PJSP14-46
Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following documents for Dixon Meadows, Phase I, and have the following comments:

Phase I

1. Sanitary Sewer System Easement (**Approved**)
2. Water System Easement (**Approved**)
3. Sidewalk Easement (**Approved**)
4. Warranty Deed – Dixon Road Right-of-Way (**Approved**)
5. Warranty Deed – Interior Roads (**Approved**)
6. Revised Storm Drainage Facility Maintenance Easement Agreement (**Approved**)

Water System and Sanitary Sewer Easement

Pulte Homes of Michigan, LLC, seeks to convey the Water System and Sanitary Sewer Easements and corresponding Bill of Sale for water main and sanitary sewer facilities serving Phase I of the Dixon Meadows residential site condominium development, to the City. We have reviewed and approve the format and language of the above Water and Sanitary Sewer System Easements, corresponding Bill of Sale. The easements are consistent with the title commitment provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Maintenance and Guarantee Bond is in the City's standard format and is in place to guarantee the materials and workmanship of the water and sanitary sewer system facilities for two years from the date of acceptance.

Sidewalk Easement

The Sidewalk Easement is in the City's standard format and is acceptable. The exhibits have been reviewed and approved by the City's Consulting Engineer.

Warranty Deeds

The Warranty Deeds for Dixon Road right-of-way and the Phase I interior roads to the condominium appear to be in order. The exhibits have been reviewed and approved by the City's Consulting Engineer. It is our understanding that the interior roads will be accepted at a later date. At that time, a Bill of Sale for Paving will be required.

Once accepted pursuant to Affidavit of the City Engineer, the Water and Sanitary Sewer System Easements should be recorded with the Oakland County Register of Deeds in the usual manner.

The Warranty Deed for Dixon Road and Sidewalk Easement should be placed on an upcoming City Council Agenda for acceptance. The Warranty Deed for the interior roads should be retained in the City's file until the roads are ready for acceptance. Once accepted, the Water and Sanitary Sewer Easements, Sidewalk Easement, and Warranty Deed for Dixon Road Right-of-Way should be recorded with the Oakland County Register of Deeds in the usual manner. The Bills of Sale and Title Search should be retained in 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

EKS

- C: Cortney Hanson, Clerk (w/Enclosures-Originals)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)

Michael Freckelton, Taylor Reynolds, and Ted Meadows, Spalding DeDecker
(w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Gregory J. Gamalski (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

WARRANTY DEED
(Interior Roads Phase I)

KNOW ALL BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is: 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48034, conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan:

See attached Exhibit A and Exhibit B made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Dollar (\$1.00), subject to easements, restrictions, and other matters of record, existing utilities, rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, highway or drainage purposes, if any, zoning ordinances, and the lien of real estate taxes not yet due and payable.

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, MCL 560.108, as amended.

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

This Property is being conveyed for, and is restricted to, use as a public road only and related improvements, and for public and private utilities.

This Deed is exempt from State and Local transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

Dated this 16 day of January, 2018.

GRANTOR:
Pulte Homes of Michigan LLC,
a Michigan limited liability company

By: [Signature]
Kevin Christofferson
Its: Vice President of Finance

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16 day of January, 2018, by Kevin Christofferson, the Vice President of Finance for Pulte Homes of Michigan LLC, a Michigan limited liability company, known to me to be the person who executed the within instrument and who acknowledged the same to be their free act and deed on behalf of said company.

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

[Signature]
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan

<p>When Recorded Return to: Courtney Hanson, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024</p>	<p>Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375</p>	<p>Drafted by: Sandra Sorini Elser Bodman PLC 201 S. Division, Suite 400 Ann Arbor, MI 48104</p>
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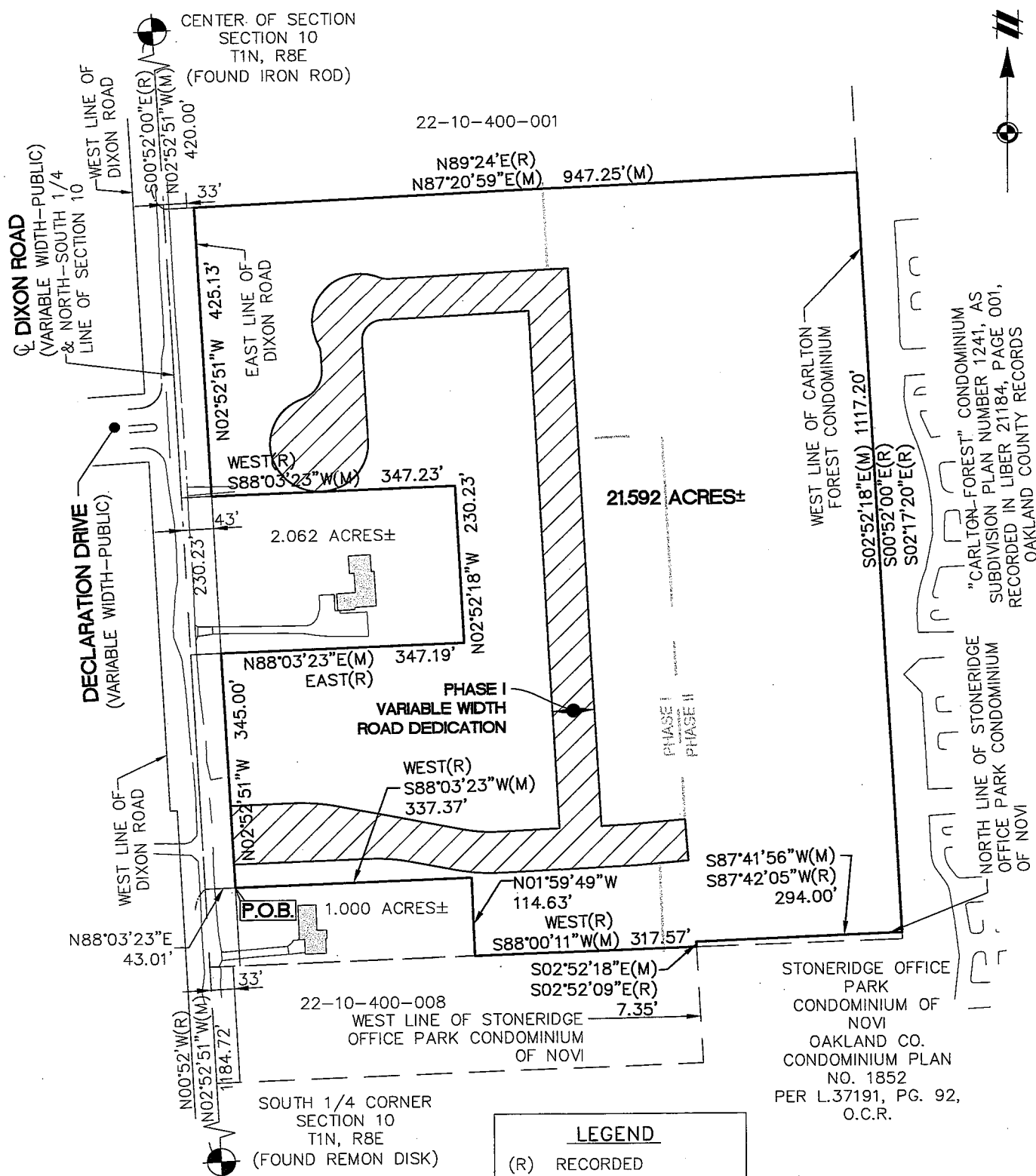
EXHIBIT A

**LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN**

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 34.45 feet along the East line of said Dixon Road for a PLACE OF BEGINNING; thence continuing N02°52'51"W 86.01 feet along the East line of said Dixon Road; thence N88°03'23"E 91.22 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S85°18'17"E 60.12 feet; thence S78°39'56"E 185.81 feet; thence 49.59 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°46'07"E 49.46 feet; thence N87°07'42"E 87.09 feet; thence N02°52'18"W 759.32 feet; thence S87°07'42"W 210.00 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing S42°07'43"W 42.43 feet; thence S02°52'18"E 147.12 feet; thence 308.44 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N55°42'39"W 112.93 feet; thence 53.80 feet along the arc of a 42.00 foot radius curve to the left, having a chord bearing N33°49'30"E 50.20 feet; thence N02°52'18"W 26.54 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N15°55'45"W 11.30 feet; thence 173.77 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N42°07'42"E 132.46 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S79°48'50"E 11.30 feet; thence N87°07'42"E 257.88 feet; thence S02°52'18"E 819.32 feet; thence N87°07'42"E 37.46 feet; thence 7.60 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing N86°02'24"E 7.60 feet; thence N84°57'06"E 72.22 feet; thence 2.78 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°15'27"E 2.78 feet; thence S04°19'25"E 60.00 feet; thence 2.02 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°14'26"W 2.02 feet; thence S84°57'06"W 72.11 feet; thence 10.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S86°02'24"W 10.10 feet; thence S87°07'42"W 184.44 feet; thence 64.46 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°46'06"W 64.30 feet; thence N78°39'58"W 65.63 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the left, having a chord bearing N85°18'17"W 60.12 feet; thence S88°03'23"W 193.01 feet to the Place of Beginning.

EXHIBIT B

(see attached)



LEGEND	
(R)	RECORDED
(M)	MEASURED
	SECTION CORNER
	PLACE OF BEGINNING

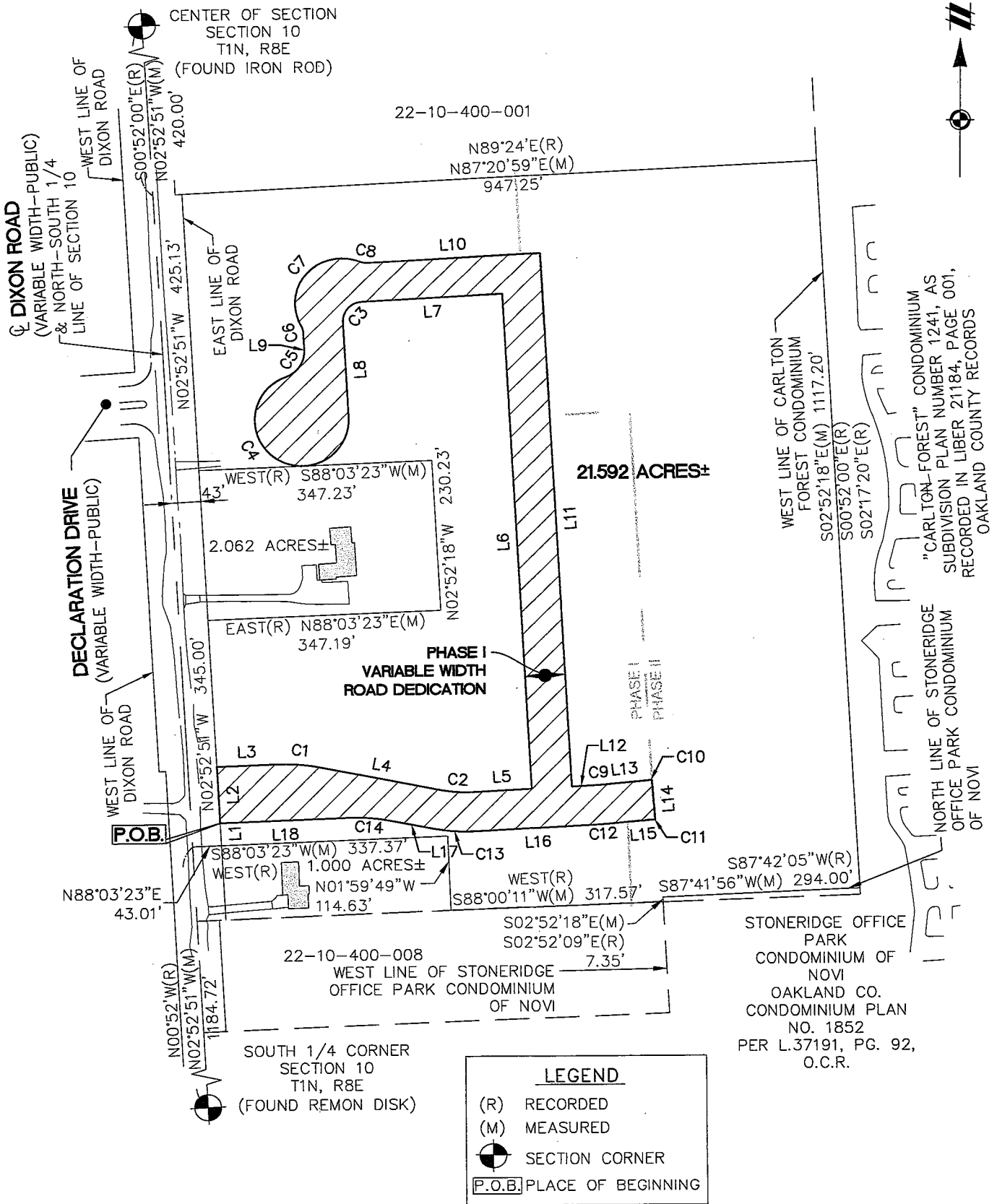
CLIENT	PULTE HOMES
SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN	
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	
SCALE:	0 100 200 1 INCH = 200 FEET

JOB:	14001056	CAD	EA-07
DR.	SW	CH.	LMD
BOOK	XX	PG.	XX
SHEET	1 OF 4	DATE:	1-25-2017
FILE CODE:	EA-07 ACCESS		
ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000			

2/1/2017-REV. PER ATTY.
3/13/2017-REV. PER CLIENT

STONERIDGE OFFICE PARK CONDOMINIUM OF NOVI OAKLAND CO. CONDOMINIUM PLAN NO. 1852 PER L.37191, PG. 92, O.C.R.

"CARLTON-Forest" CONDOMINIUM SUBDIVISION PLAN NUMBER 1241, AS RECORDED IN LIBER 21184, PAGE 001, OAKLAND COUNTY RECORDS



CLIENT: PULTE HOMES

SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN

SCALE: 1 INCH = 200 FEET


JOB: 14001056	CAD: EA-07
DR: SW	CH: LMD
BOOK: XX	PG: XX
SHEET: 2 OF 4	DATE: 1-25-2017
FILE CODE: EA-07 ACCESS	

ATWELL
866.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

2/1/2017-REV. PER ATTY.
3/13/2017-REV. PER CLIENT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N02°52'51"W	34.45'
L2	N02°52'51"W	86.01'
L3	N88°03'23"E	91.22'
L4	S78°39'56"E	185.81'
L5	N87°07'42"E	87.09'
L6	N02°52'18"W	759.32'
L7	S87°07'42"W	210.00'
L8	S02°52'18"E	147.12'
L9	N02°52'18"W	26.54'
L10	N87°07'42"E	257.88'
L11	S02°52'18"E	819.32'
L12	N87°07'42"E	37.46'
L13	N84°57'06"E	72.22'
L14	S04°19'25"E	60.00'
L15	S84°57'06"W	72.11'
L16	S87°07'42"W	184.44'
L17	N78°39'58"W	65.63'
L18	S88°03'23"W	193.01'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	60.25'	260.00'	13°16'40"	S85°18'17"E	60.12'
C2	49.59'	200.00'	14°12'22"	S85°46'07"E	49.46'
C3	47.12'	30.00'	90°00'00"	S42°07'43"W	42.43'
C4	308.44'	70.00'	252°27'56"	N55°42'39"W	112.93'
C5	53.80'	42.00'	73°23'37"	N33°49'30"E	50.20'
C6	11.39'	25.00'	26°06'55"	N15°55'45"W	11.30'
C7	173.77'	70.00'	142°13'50"	N42°07'42"E	132.46'
C8	11.39'	25.00'	26°06'55"	S79°48'50"E	11.30'
C9	7.60'	200.00'	2°10'36"	N86°02'24"E	7.60'
C10	2.78'	260.00'	0°36'42"	N85°15'27"E	2.78'
C11	2.02'	200.00'	0°34'40"	S85°14'26"W	2.02'
C12	10.10'	260.00'	2°13'33"	S86°02'24"W	10.10'
C13	64.46'	260.00'	14°12'22"	N85°46'06"W	64.30'
C14	60.25'	260.00'	13°16'39"	N85°18'17"W	60.12'

CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD EA-07
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 3 OF 4	DATE: 1-25-2017
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 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		


2/1/2017-REV. PER ATTY.
 3/13/2017-REV. PER CLIENT

DESCRIPTION OF A 21.592 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet for a PLACE OF BEGINNING; thence N02°52'51"W 345.00 feet along the East line of said Dixon Road; thence N88°03'23"E (recorded as East) 347.19 feet; thence N02°52'18"W 230.23 feet; thence S88°03'23"W (recorded as West) 347.23 feet; thence N02°52'51"W 425.13 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 947.25 feet; thence S02°52'18"E (recorded as S00°52'E and S02°17'20"E) 1117.20 feet along the West line of "Carlton Forest", Oakland County Condominium Subdivision Plan Number 1241, recorded in Liber 21184, Page 001, Oakland County Records; thence the following two courses along the North and West lines of "Stoneridge Office Park Condominium of Novi", Oakland County Condominium Plan Number 1852, recorded in Liber 37191, Page 92, Oakland County Records: S87°41'56"W (recorded as S87°42'05"W) 294.00 feet and S02°52'18"E (recorded as S02°52'09"E) 7.35 feet; thence S88°00'11"W (recorded as West) 317.57 feet; thence N01°59'49"W 114.63 feet; thence S88°03'23"W (recorded as West) 337.37 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 10, containing 21.592 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

DESCRIPTION OF VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 34.45 feet along the East line of said Dixon Road for a PLACE OF BEGINNING; thence continuing N02°52'51"W 86.01 feet along the East line of said Dixon Road; thence N88°03'23"E 91.22 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S85°18'17"E 60.12 feet; thence S78°39'56"E 185.81 feet; thence 49.59 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°46'07"E 49.46 feet; thence N87°07'42"E 87.09 feet; thence N02°52'18"W 759.32 feet; thence S87°07'42"W 210.00 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing S42°07'43"W 42.43 feet; thence S02°52'18"E 147.12 feet; thence 308.44 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N55°42'39"W 112.93 feet; thence 53.80 feet along the arc of a 42.00 foot radius curve to the left, having a chord bearing N33°49'30"E 50.20 feet; thence N02°52'18"W 26.54 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N15°55'45"W 11.30 feet; thence 173.77 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N42°07'42"E 132.46 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S79°48'50"E 11.30 feet; thence N87°07'42"E 257.88 feet; thence S02°52'18"E 819.32 feet; thence N87°07'42"E 37.46 feet; thence 7.60 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing N86°02'24"E 7.60 feet; thence N84°57'06"E 72.22 feet; thence 2.78 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°15'27"E 2.78 feet; thence S04°19'25"E 60.00 feet; thence 2.02 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°14'26"W 2.02 feet; thence S84°57'06"W 72.11 feet; thence 10.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S86°02'24"W 10.10 feet; thence S87°07'42"W 184.44 feet; thence 64.46 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°46'06"W 64.30 feet; thence N78°39'58"W 65.63 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the left, having a chord bearing N85°18'17"W 60.12 feet; thence S88°03'23"W 193.01 feet to the Place of Beginning,

CLIENT PULTE HOMES	JOB: 14001056	CAD EA-07
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 4 OF 4	DATE: 1-25-2017
SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN	FILE CODE: EA-07 ACCESS	
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 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

2/1/2017-REV. PER ATTY.
3/13/2017-REV. PER CLIENT

October 18, 2017

Paul Schyck
Pulte Homes of MI
100 Bloomfield Hills Parkway, Suite 150
Bloomfield Hills, Michigan 48304

Re: Dixon Meadows Phase 1 - Acceptance Documents Review
Novi # JSP14-0046
SDA Job No. NV17-210
EXHIBITS APPROVED

Dear Mr. Schyck:

We have reviewed the Acceptance Document Package received by our office on October 5, 2017 against the Final Site Plan (Stamping Set) approved on March 1, 2017. We offer the following comments:

Final Acceptance Documents:

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

1. On-Site Water System Easement (Phase 1) – (executed: exhibit dated 03-13-17 & 03-28-17) – Exhibits Approved.
2. On-Site Sanitary Sewer Easement (Phase 1) – (executed: exhibit 07-06-2017) – Exhibits Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement – (executed: exhibit dated 01-25-17) – Exhibits Approved.
4. Sidewalk Easement – (executed: exhibit dated 3-14-17) – Exhibits Approved.
5. Warranty Deed for Dixon Road Right-of-Way – (executed, unrecorded, dated 02-01-17) – Exhibits Approved.
6. Warranty Deed for Interior Road Right-of-Way (Phase 1) – (executed, unrecorded, dated 03-13-17) – Exhibits Approved.
7. Bills of Sale: Sanitary Sewer System and Water Supply System (Phase 1) – SUPPLIED – Approved.
8. Full Unconditional Waivers of Lien from contractors installing public utilities (Phase 1) – SUPPLIED – Approved.
9. Full Unconditional Waivers of Lien from contractors installing streets (Phase 1) – NOT SUPPLIED – Due at the time of street acceptance.
10. Sworn Statement (Utilities) (Phase 1) - SUPPLIED – Approved.

11. Sworn Statement (streets) (Phase 1) - NOT SUPPLIED – Due at the time of street acceptance.
12. Maintenance and Guarantee Bond – (in the amount of \$1,029,363.75) – SUPPLIED - Approved.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated December 19, 2016 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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 Construction Engineer
Angie Pawlowski, City Community Development Bond Coordinator
Matt Bush, PE, Atwell, LLC

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 27, 2023

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Dixon Meadows Ph 1 JSP14-56
Street Acceptance Documents**

Dear Mr. Croy:

We have received and reviewed the following **original** documents for Dixon Meadows Phase 1, a copy of which are enclosed:

1. Bill of Sale for Street Paving (**Approved**)
2. Title Search
3. Sworn Statement and Waiver of Lien

Bill of Sale

The Warranty Deed for interior roads for Dixon Meadows Phase was previously approved by our office and was forwarded to the City Clerk for recording after acceptance. The Bill of Sale conveys the street paving for Phase 1 of the interior roads to the City for public use and maintenance. The Bill of Sale is in the City's standard format and is acceptable for the purpose provided. The original Warranty Deed and Bill of Sale should be placed on an upcoming City Council Agenda for acceptance along with the documents previously approved on January 26, 2018 for Phase 1.

Once accepted, the Warranty Deeds for Phases 1 and 2 (November 17, 2023 approval letter), and the Consent of Dixon Meadows Condominium Association to Recording of Agreements should be recorded by the City Clerk's Office in the usual manner.

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

Ben Croy, City Engineer
City of Novi
November 27, 2023
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Ian Hogg, Planner
Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Alyssa Craigie, Administrative Assistant
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Humna Anjum, Project Engineer
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Karen Brown, Pulte Homes of Michigan
Thomas R. Schultz, Esquire

File No. _____



FULL UNCONDITIONAL WAIVER

My/our contract with _____ Pulte Homes _____ to
(other contracting party)

provide _____ Asphalt paving and related work _____ for the improvement to the property

described as: _____ Dixon Meadows Phase 1 & 2 _____

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Signed on: _____ 8 / 21 / 23 _____
(date)

_____ Jim Bliss _____
(name of lien claimant)

(signature of lien claimant)

Address: _____ 51777 12 Mile _____

_____ Wixom, MI 48393 _____

Telephone: _____ 248-388-8509 _____

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 _____ 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:** Dixon Meadows Phase 1 & 2

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
NONE								
	SUB TOTALS							

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
	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.

 Digitally signed by Jim Bliss
 DN: C=US,
 E=james.bliss@cadillacasphalt.com,
 O=Cadillac Asphalt LLC, OU=Cadillac
 Asphalt LLC, CN=Jim Bliss
 Date: 2023.08.21 11:21:27-04'00'
 _____ (Deponent)

HEATHER ANN LAZARUS
NOTARY PUBLIC - MICHIGAN
WASHTENAW COUNTY
 ACTING IN THE COUNTY OF Oakland
 MY COMMISSION EXPIRES APRIL 09, 2030

Subscribed and sworn to before me this ²¹ _____ day of
 August _____, 20²³ .
Heather Ann Lazarus, Notary Public
 Washtenaw _____ County, Michigan
 My commission expires: 4-9-2030
 Acting in Oakland County

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan Limited Liability Company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, MI 48083, 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 street paving according to the public rights-of-way therefore established described as follows:

See attached and incorporated *Exhibit A, Legal Description*

In witness whereof, the undersigned has executed these presents this 28th day of October, 2023.

Signed by

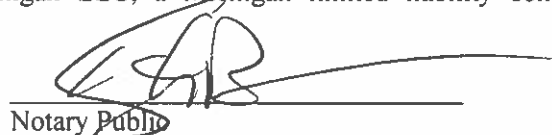
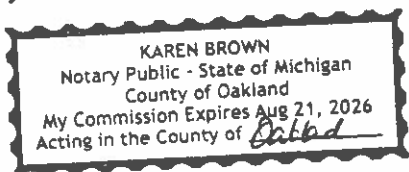
Pulte Homes of Michigan LLC, a Michigan limited liability company



By: Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of October, 2023, by Christopher Plumb, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company on behalf of the company.



Notary Public

County, Michigan
My Commission Expires:

Drafted by:
Elizabeth K. Saarela
27555 Executive Drive
Suite 250
Farmington Hills, MI 48331

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

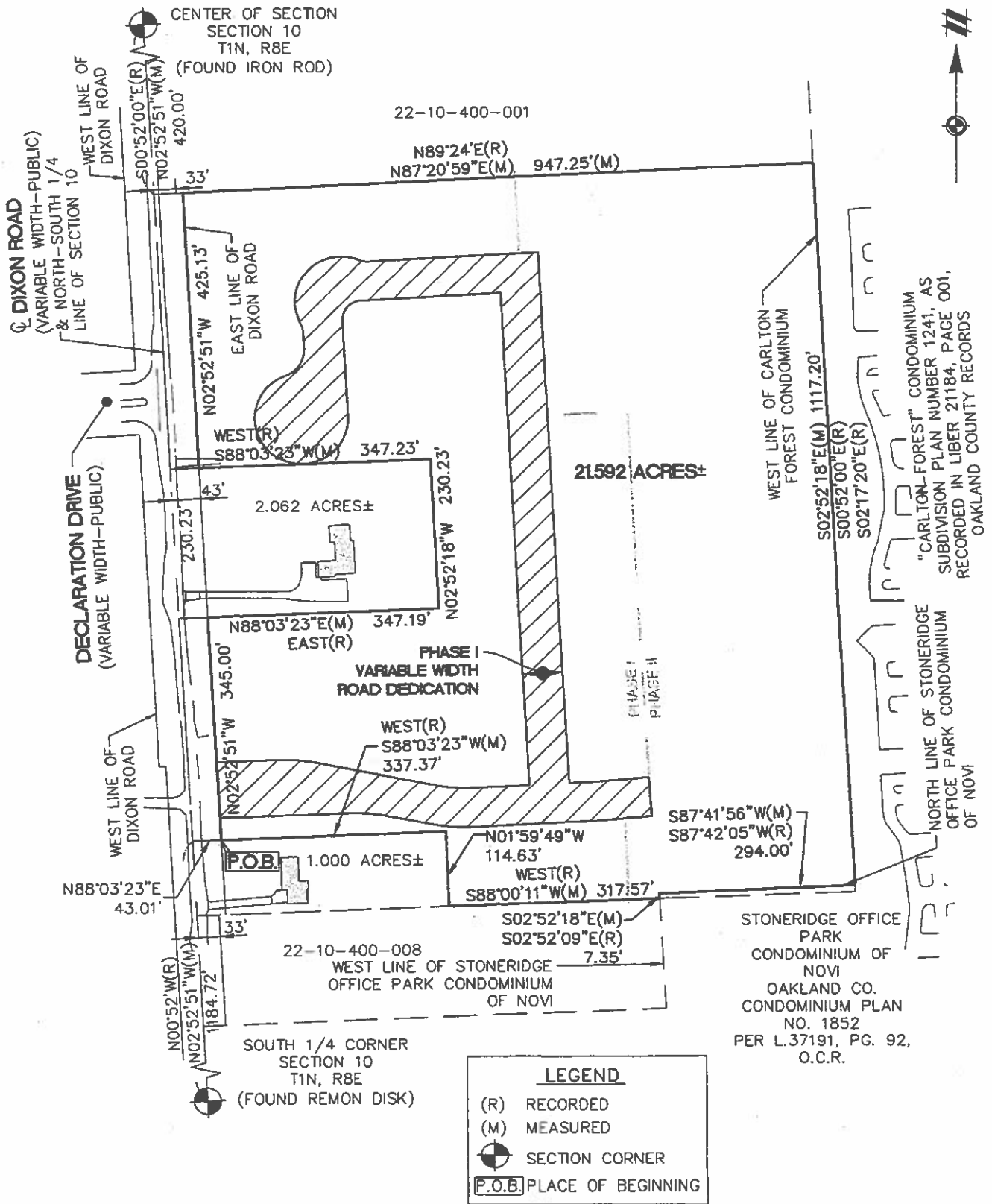
EXHIBIT A

**LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN**

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 34.45 feet along the East line of said Dixon Road for a PLACE OF BEGINNING; thence continuing N02°52'51"W 86.01 feet along the East line of said Dixon Road; thence N88°03'23"E 91.22 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S85°18'17"E 60.12 feet; thence S78°39'56"E 185.81 feet; thence 49.59 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°46'07"E 49.46 feet; thence N87°07'42"E 87.09 feet; thence N02°52'18"W 759.32 feet; thence S87°07'42"W 210.00 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing S42°07'43"W 42.43 feet; thence S02°52'18"E 147.12 feet; thence 308.44 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N55°42'39"W 112.93 feet; thence 53.80 feet along the arc of a 42.00 foot radius curve to the left, having a chord bearing N33°49'30"E 50.20 feet; thence N02°52'18"W 26.54 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N15°55'45"W 11.30 feet; thence 173.77 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N42°07'42"E 132.46 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S79°48'50"E 11.30 feet; thence N87°07'42"E 257.88 feet; thence S02°52'18"E 819.32 feet; thence N87°07'42"E 37.46 feet; thence 7.60 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing N86°02'24"E 7.60 feet; thence N84°57'06"E 72.22 feet; thence 2.78 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°15'27"E 2.78 feet; thence S04°19'25"E 60.00 feet; thence 2.02 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°14'26"W 2.02 feet; thence S84°57'06"W 72.11 feet; thence 10.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S86°02'24"W 10.10 feet; thence S87°07'42"W 184.44 feet; thence 64.46 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°46'06"W 64.30 feet; thence N78°39'58"W 65.63 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the left, having a chord bearing N85°18'17"W 60.12 feet; thence S88°03'23"W 193.01 feet to the Place of Beginning.

EXHIBIT B

(see attached)



CLIENT
PULTE HOMES

SKETCH AND DESCRIPTION
OF A VARIABLE WIDTH
PHASE I ROAD DEDICATION
LOCATED IN

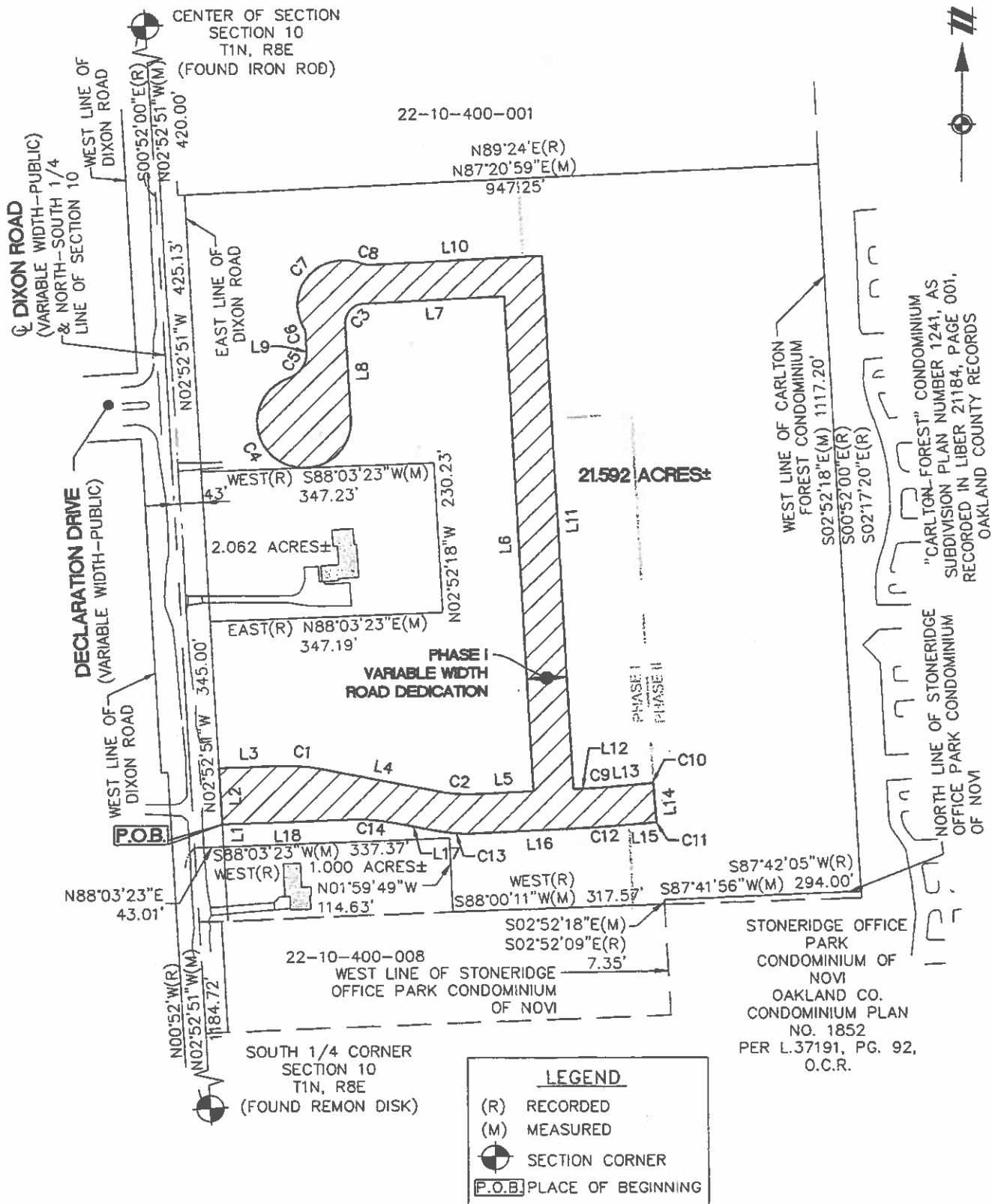
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:
1 INCH = 200 FEET

JOB: 14001056	CAD EA-07
DR. SW	CH. LMD
BOOK XX	PG. XX
SHEET 1 OF 4	DATE: 1-25-2017
FILE CODE: EA-07 ACCESS	

ATWELL
866.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48078
248.447.2000

2/1/2017-REV. PER ATTY.
3/13/2017-REV. PER CLIENT



CLIENT
PULTE HOMES

SKETCH AND DESCRIPTION
OF A VARIABLE WIDTH
PHASE I ROAD DEDICATION
LOCATED IN

SECTION 10 TOWN 01 NORTH, RANGE 08 EAST
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OAKLAND COUNTY, MICHIGAN

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1 INCH = 200 FEET


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SOUTHFIELD, MI 48078
248.447.2000

2/1/2017-REV. PER ATTY.
3/13/2017-REV. PER CLIENT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N02°52'51"W	34.45'
L2	N02°52'51"W	86.01'
L3	N88°03'23"E	91.22'
L4	S78°39'56"E	185.81'
L5	N87°07'42"E	87.09'
L6	N02°52'18"W	759.32'
L7	S87°07'42"W	210.00'
L8	S02°52'18"E	147.12'
L9	N02°52'18"W	26.54'
L10	N87°07'42"E	257.88'
L11	S02°52'18"E	819.32'
L12	N87°07'42"E	37.46'
L13	N84°57'06"E	72.22'
L14	S04°19'25"E	60.00'
L15	S84°57'06"W	72.11'
L16	S87°07'42"W	184.44'
L17	N78°39'58"W	65.63'
L18	S88°03'23"W	193.01'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	60.25'	260.00'	13°16'40"	S85°18'17"E	60.12'
C2	49.59'	200.00'	14°12'22"	S85°46'07"E	49.46'
C3	47.12'	30.00'	90°00'00"	S42°07'43"W	42.43'
C4	308.44'	70.00'	252°27'56"	N55°42'39"W	112.93'
C5	53.80'	42.00'	73°23'37"	N33°49'30"E	50.20'
C6	11.39'	25.00'	26°06'55"	N15°55'45"W	11.30'
C7	173.77'	70.00'	142°13'50"	N42°07'42"E	132.46'
C8	11.39'	25.00'	26°06'55"	S79°48'50"E	11.30'
C9	7.60'	200.00'	2°10'36"	N86°02'24"E	7.60'
C10	2.78'	260.00'	0°36'42"	N85°15'27"E	2.78'
C11	2.02'	200.00'	0°34'40"	S85°14'26"W	2.02'
C12	10.10'	260.00'	2°13'33"	S86°02'24"W	10.10'
C13	64.46'	260.00'	14°12'22"	N85°46'06"W	64.30'
C14	60.25'	260.00'	13°16'39"	N85°18'17"W	60.12'

CLIENT PULTE HOMES	JOB: 14001056	CAD EA-07
	DR. SW	CH. LMD
SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN	BOOK XX	PG. XX
	SHEET 3 OF 4	DATE: 1-25-2017
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	FILE CODE: EA-07 ACCESS	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		


2/1/2017-REV. PER ATTY.
3/13/2017-REV. PER CLIENT

DESCRIPTION OF A 21.592 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet for a PLACE OF BEGINNING; thence N02°52'51"W 345.00 feet along the East line of said Dixon Road; thence N88°03'23"E (recorded as East) 347.19 feet; thence N02°52'18"W 230.23 feet; thence S88°03'23"W (recorded as West) 347.23 feet; thence N02°52'51"W 425.13 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 947.25 feet; thence S02°52'18"E (recorded as S00°52'E and S02°17'20"E) 1117.20 feet along the West line of "Carlton Forest", Oakland County Condominium Subdivision Plan Number 1241, recorded in Liber 21184, Page 001, Oakland County Records; thence the following two courses along the North and West lines of "Stoneridge Office Park Condominium of Novi", Oakland County Condominium Plan Number 1852, recorded in Liber 37191, Page 92, Oakland County Records: S87°41'56"W (recorded as S87°42'05"W) 294.00 feet and S02°52'18"E (recorded as S02°52'09"E) 7.35 feet; thence S88°00'11"W (recorded as West) 317.57 feet; thence N01°59'49"W 114.63 feet; thence S88°03'23"W (recorded as West) 337.37 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 10, containing 21.592 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

DESCRIPTION OF VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 34.45 feet along the East line of said Dixon Road for a PLACE OF BEGINNING; thence continuing N02°52'51"W 86.01 feet along the East line of said Dixon Road; thence N88°03'23"E 91.22 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S85°18'17"E 60.12 feet; thence S78°39'56"E 185.81 feet; thence 49.59 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°46'07"E 49.46 feet; thence N87°07'42"E 87.09 feet; thence N02°52'18"W 759.32 feet; thence S87°07'42"W 210.00 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing S42°07'43"W 42.43 feet; thence S02°52'18"E 147.12 feet; thence 308.44 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N55°42'39"W 112.93 feet; thence 53.80 feet along the arc of a 42.00 foot radius curve to the left, having a chord bearing N33°49'30"E 50.20 feet; thence N02°52'18"W 26.54 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N15°55'45"W 11.30 feet; thence 173.77 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N42°07'42"E 132.46 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S79°48'50"E 11.30 feet; thence N87°07'42"E 257.88 feet; thence S02°52'18"E 819.32 feet; thence N87°07'42"E 37.46 feet; thence 7.60 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing N86°02'24"E 7.60 feet; thence N84°57'06"E 72.22 feet; thence 2.78 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°15'27"E 2.78 feet; thence S04°19'25"E 60.00 feet; thence 2.02 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°14'26"W 2.02 feet; thence S84°57'06"W 72.11 feet; thence 10.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S86°02'24"W 10.10 feet; thence S87°07'42"W 184.44 feet; thence 64.46 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°46'06"W 64.30 feet; thence N78°39'58"W 65.63 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the left, having a chord bearing N85°18'17"W 60.12 feet; thence S88°03'23"W 193.01 feet to the Place of Beginning.

CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD EA-07
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 4 OF 4	DATE: 1-25-2017
	FILE CODE: EA-07 ACCESS	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

2/1/2017-REV. PER ATTY.
 3/13/2017-REV. PER CLIENT



CHICAGO TITLE
INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

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

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


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

COMMITMENT TO ISSUE POLICY

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

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

CHICAGO TITLE INSURANCE COMPANY

By: 

ATTEST

President



Secretary

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

72C165B
ALTA Commitment for Title Insurance 8-1-16

MI-295675-ANC

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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CHICAGO TITLE
INSURANCE COMPANY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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72C165B
ALTA Commitment for Title Insurance 8-1-16

MI-295675-ANC

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CHICAGO TITLE
INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent:

Issuing Office:

Issuing Office's ALTA® Registry ID:

Commitment No.: MI-295675-ANC

Issuing Office File No.: MI-295675-ANC

Property Address: Phase 1 ROW at Dixon Meadows, Novi, MI

SCHEDULE A

1. Commitment Date: September 13, 2023 at 12:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy of Title Insurance (06/17/2006)
Proposed Insured: TBD
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Pulte Homes of Michigan LLC, a Michigan limited liability company
5. The Land is described as follows:
See Attached Exhibit A

PGP Title of Florida, Inc. dba PGP Title

Connie M. Hall

Connie Hall

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72C165B
ALTA Commitment for Title Insurance 8-1-16 - Schedule A

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CHICAGO TITLE
INSURANCE COMPANY

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Deed from Pulte Homes of Michigan LLC, a Michigan limited liability company vesting fee simple title in TBD.
5. Submit a completed Owner's Estoppel/Affidavit on the form provided by this company and signed by or on behalf of all owners.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Pulte Homes of Michigan LLC, a Michigan Limited Liability Company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

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SCHEDULE B
(Continued)

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
9. Company requires an update of title through the date of recording of the instrument creating the interest to be insured, also known as the gap period, prior to issuing a final Owners Policy of Title Insurance in order to intentionally delete standard exceptions on the Owners Policy of Title Insurance. Company reserves the right to make additional exceptions upon completing said update/bringdown.
10. Additional requirements and/or exceptions required by the underwriter as part of its approval process for this commitment.
11. Submit an affidavit of non foreign status under Section 1445, as amended, executed by Seller.
12. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

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

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

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

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CHICAGO TITLE
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SCHEDULE B, PART II
Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
5. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
9. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
10. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

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

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SCHEDULE B
(Continued)

11. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
12. Standard exceptions set forth in jacket.
13. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquired of record for value the estate or interest or mortgage thereon covered by this commitment.
14. The policy does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against the Land.
15. Taxes and/or assessments which become a lien or become due and payable subsequent to the effective date herein.
16. Terms, provisions, conditions, restrictions, easements and limitations contained in the Master Deed set forth below, and any amendments thereto, if any, including, but not limited to, the rights of the co-owners of the Condominium set forth below in general common elements and limited common elements, as set forth in said Master Deed and Amendments thereto, and designated as Oakland County Condominium Subdivision Plan No. 2195, and as described in Act 59 of the Public Acts of 1978, as amended, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Document Entitled: Master Deed

Recording No: Liber [50864, Page 739](#) and First Amendment recorded in Liber [53596, Page 776](#)

Name of Condominium: Dixon Meadows

17. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the following:
Recording No: Liber 3421, Page 624, Liber 3790, Page 588 and Liber 4483, Page 553
18. Terms, Covenants, and Conditions of Planned Rezoning Overlay (PRO) Agreement between Pulte Homes of Michigan LLC, a Michigan limited liability company and the City of Novi as follows:

Recording No: Liber [50209, Page 509](#). Consent to Dixon Meadows Planned Rezoning Overlay Agreement recorded in Liber [50209, Page 599](#), Liber [50209, Page 602](#), Liber [50209, Page 606](#), Liber [50209, Page 609](#), Liber [50209, Page 612](#), and Liber [50209, Page 615](#).
19. Terms and conditions contained in that certain Sidewalk Easement granted to the City of Novi, a Michigan Municipal Corporation, and filed of record in Liber [51791, Page 1](#).
20. Terms and conditions of that certain Storm Drainage Facility Maintenance Easement Agreement Dixon

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

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SCHEDULE B
(Continued)

Meadows granted to the City of Novi, filed of record in Liber [51791, Page 9](#).

21. Terms and conditions of that certain Water System Easement granted to the City of Novi, a Michigan municipal corporation, filed of record in Liber [51739, Page 1](#).
22. Terms and conditions of that certain Sanitary Sewer System Easement granted to the City of Novi, a Michigan municipal corporation, filed of record in Liber [51739, Page 13](#).
23. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
24. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by Public Records.
25. Any and all oil, gas, mineral, mining rights and/or reservations thereof.

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

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CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE C

The land referred to in this Commitment is described as follows:

See Attached Exhibit A

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

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EXHIBIT A



DESCRIPTION OF VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 34.45 feet along the East line of said Dixon Road for a PLACE OF BEGINNING; thence continuing N02°52'51"W 86.01 feet along the East line of said Dixon Road; thence N88°03'23"E 91.22 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S85°18'17"E 60.12 feet; thence S78°39'56"E 185.81 feet; thence 49.59 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°46'07"E 49.46 feet; thence N87°07'42"E 87.09 feet; thence N02°52'18"W 759.32 feet; thence S87°07'42"W 210.00 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing S42°07'43"W 42.43 feet; thence S02°52'18"E 147.12 feet; thence 308.44 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N55°42'39"W 112.93 feet; thence 53.80 feet along the arc of a 42.00 foot radius curve to the left, having a chord bearing N33°49'30"E 50.20 feet; thence N02°52'18"W 26.54 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N15°55'45"W 11.30 feet; thence 173.77 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N42°07'42"E 132.46 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S79°48'50"E 11.30 feet; thence N87°07'42"E 257.88 feet; thence S02°52'18"E 819.32 feet; thence N87°07'42"E 37.46 feet; thence 7.60 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing N86°02'24"E 7.60 feet; thence N84°57'06"E 72.22 feet; thence 2.78 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°15'27"E 2.78 feet; thence S04°19'25"E 60.00 feet; thence 2.02 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°14'26"W 2.02 feet; thence S84°57'06"W 72.11 feet; thence 10.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S86°02'24"W 10.10 feet; thence S87°07'42"W 184.44 feet; thence 64.46 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°46'06"W 64.30 feet; thence N78°39'58"W 65.63 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the left, having a chord bearing N85°18'17"W 60.12 feet; thence S88°03'23"W 193.01 feet to the Place of Beginning,

CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD EA-07
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 4 OF 4	DATE: 1-25-2017
FILE CODE: EA-07 ACCESS		
 ATWELL 866.850.4200 www.atwell-group.com TWO TONNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

2/1/2017-REV. PER ATTY.
 3/13/2017-REV. PER CLIENT

PremierLandTitle
InsuranceCompany

PGPTitle™

PRIVACY POLICY NOTICE

Dear Customer:

While the security and privacy of customer information has always been a priority of the PGP Title family of companies, recent legislation now requires us to explain to our customers the ways in which we collect and use customer information.

The statement attached to this letter is the privacy policy of the PGP Title family of companies. **Premier Land Title Insurance Company** may serve as the title insurance underwriter on your title policy. PGP Title, Inc., PGP Title of Florida, Inc., PGP Title of Ohio, Inc., PGP Escrow Inc. and PGP Title, LLC - may issue policies and handle real estate closings in various parts of the country. These companies may do business or operate under the name of "PGP Title, Inc.," "PGP Title," "PGP Title of Ohio, Inc.," "PGP Escrow Inc." or "PGP Closing Services." A number of other companies in the family provide other real estate and mortgage services. You may find more information on the PGP Title family of companies on our websites: www.pgptitle.com and www.pulte.com. The attached Privacy Notice also applies to our websites.

The PGP Title family of companies appreciates the trust you place in us when you transact business with us. You trust us with your private, personal information when you purchase title insurance or other services from us. We are committed to protecting the privacy, accuracy, and security of customer information given to us. We do not sell information about you to others.

No response to this notice is required, but if you have questions, please write to us:

PGP Title Family of Companies - Privacy
9111 Cypress Waters Blvd.
Coppell, TX 75019

PGP Title Family of Companies

Title Insurance Companies: Premier Land Title Insurance Company

Title/Settlement Agents: PGP Title, Inc.; PGP Title of Florida, Inc. dba PGP Title; PGP Title, LLC; and PGP Title, Inc. dba PGP Closing Services and PGP Title of Ohio, Inc. and PGP Escrow Inc.



PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

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

What kinds of information we collect. We collect nonpublic personal information about you, and information about your transaction, from the following sources:

- Information we receive from you on applications, contracts or other forms (such as your name, address, telephone number, or social security number).
- Information about your transactions that we secure from our files, or from our affiliates or others (such as the identity of the real property you are buying or financing).
- Information we receive from a consumer-reporting agency.
- Information that we receive from others involved in your transaction, such as the lender, attorney or real estate broker (such as appraisals, credit reports, land surveys, escrow balances, and sometimes bank account numbers).

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

How we use this information. The PGP Title family of companies giving this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

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

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- Contact information (e.g., name, address, phone number, email address);
- Demographic information (e.g., date of birth, gender, marital status);
- Identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- Financial account information (e.g., loan or bank account information); and
- Other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- Browser version, language, and type;
- Domain name system requests; and
- Browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others; and
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- To enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- To nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- To nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to joint market financial products or services to you;
- To law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- In the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assess, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the user and/or transfer of the foregoing information in connections with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job.

When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101: Phone number (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclosure information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any other purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collections, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect consumer information on behalf o mortgage loan services (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to use in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or may mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 17, 2023

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Dixon Meadows Ph 2 JSP17-0012
Street Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following **original** documents for Dixon Meadows Phase 2, a copy of which are enclosed:

1. Warranty Deed for Interior Roads (**Approved**)
2. Bill of Sale for Street Paving (**Approved**)
3. Title Search
4. Consent of Dixon Meadows Condominium Association to Recording of Agreements Ph1 and Ph 2 (**Approved**)

Warranty Deed

The Warranty Deed for interior roads for Dixon Meadows Phase 2 conveys the interior roads to the City for public use and maintenance. The Warranty Deed is consistent with the title search provided and has been executed in accordance with the requirements of the Master Deed for road conveyances. Since the Developer no longer owns any lots in the development, the homeowners association has consented to the road dedication, as required by the Master Deed. The legal descriptions of the right-of-way area being dedicated have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale for paving is acceptable as provided. The original Warranty Deed and Bill of Sale should be placed on an upcoming City Council Agenda for acceptance along with the documents previously approved on January 26, 2018 for Phase 1.

Once accepted, the Warranty Deeds for Phases 1 and 2, and the Consent of Dixon Meadows Condominium Association to Recording of Agreements should be recorded by the City Clerk's Office in the usual manner.

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

Ben Croy, City Engineer
City of Novi
November 17, 2023
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS
Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Ian Hogg, Planner
Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Alyssa Craigie, Administrative Assistant
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Humna Anjum, Project Engineer
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Karen Brown, Pulte Homes of Michigan
Thomas R. Schultz, Esquire

CONSENT OF DIXON MEADOWS CONDOMINIUM ASSOCIATION TO RECORDING OF AGREEMENTS

Pulte Homes of Michigan LLC, a Michigan limited liability company (“Developer”), whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, Developer established Dixon Meadows, Oakland County Condominium Subdivision Plan No. 2144 (“Condominium”), by recording a Master Deed in Liber 49511, Page 694, Oakland County Records, as amended by First Amendment to Master Deed recorded in Liber 53596, Page 776, Oakland County Records, (collectively the “Master Deed”), pertaining to the property described on attached Exhibit A (“Property”).

The undersigned Dixon Meadows Condominium Association, a Michigan nonprofit corporation (the “Association”), whose address is _____, is the association established to operate and manage the affairs of the Condominium, and hereby consents and agrees to Developer entering into certain agreements with the City of Novi which are necessary and desirable in order to facilitate development of the Condominium, which such agreements are further described in Exhibit B attached hereto and incorporated herein and will be recorded in the Oakland County Records commensurate with this Consent.


This instrument is exempt from county and state transfer taxes under MCL 207.505(a) and MCL 207.526(a) respectively.

[acknowledgement on following page]

Dated: 10, 20, 2023

ASSOCIATION

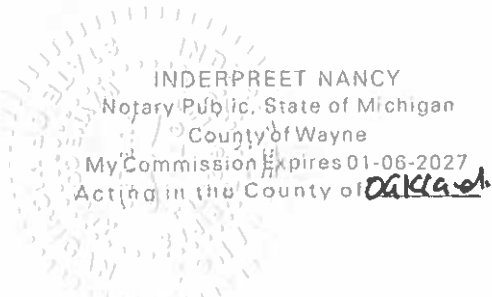
Dixon Meadows Condominium Association, a Michigan nonprofit corporation

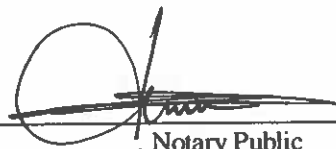
By: 

Name: SOMESWARA RAO KANUTRI
Its: Board Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 20 day of Oct., 2023, the foregoing Consent was acknowledged before me by SOMESWARA RAO, Board Member of Dixon Meadows Condominium Association, a Michigan nonprofit corporation, on behalf of said corporation.





, Notary Public
Oakland County, MI
Acting in Oakland County, MI
My Commission Expires: 01/06/2027

**PREPARED BY AND WHEN RECORDED
RETURN TO:**
Karen Brown
Pulte Homes of Michigan, LLC
2800 Livernois Road
Building D, Suite 320
Troy, MI 48083

EXHIBIT A TO CONSENT

LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:

UNITS 1 THROUGH 90, INCLUSIVE, DIXON MEADOWS CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 50864, PAGES 739, OAKLAND COUNTY RECORDS, AS AMENDED, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2195, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE-DESCRIBED MASTER DEED, AS AMENDED, AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Parcel ID Nos.:

Unit #	Parcel Number	Unit #	Parcel Number	Unit #	Parcel #
1		31		61	
2		32		62	
3		33		63	
4		34		64	
5		35		65	
6		36		66	
7		37		69	
8		38		68	
9		39		69	
10		40		70	
11		41		71	
12		42		72	
13		43		73	
14		44		74	
15		45		75	
16		46		76	
17		47		77	
18		48		78	
19		49		79	
20		50		80	
21		51		81	
22		52		82	
23		53		83	
24		54		84	
25		55		85	
26		56		86	
27		57		87	
28		58		88	
29		59		89	
30		60		90	

EXHIBIT B TO CONSENT

AGREEMENTS

1. Warranty Deed (Interior Roads Phase I)
2. Bill of Sale (Interior Roads Phase I)
3. Warranty Deed (Interior Roads Phase II)
4. Bill of Sale (Interior Roads Phase II)

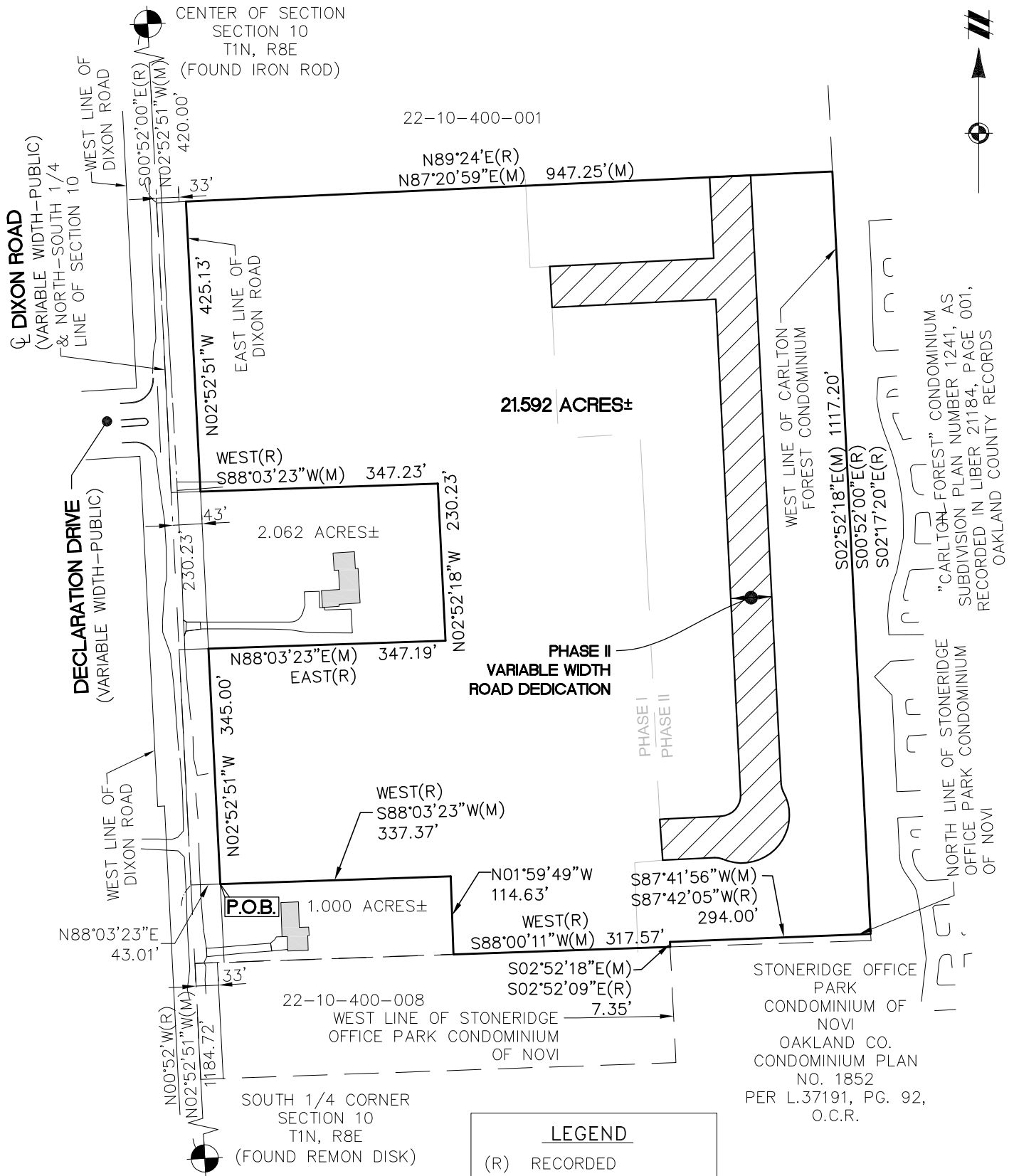
EXHIBIT A

**LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN**

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 1000.36 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 767.25 feet for a PLACE OF BEGINNING; thence continuing N87°20'59"E (recorded as N89°24'E) 60.00 feet; thence S02°52'18"E 892.31 feet; thence 11.45 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S15°59'36"E 11.35 feet; thence 174.89 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing S42°04'43"W 132.82 feet; thence 11.57 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N79°36'32"W 11.47 feet; thence S87°07'42"W 70.47 feet; thence 5.58 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S86°19'44"W 5.58 feet; thence N04°19'25"W 60.00 feet; thence 7.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N86°20'45"E 7.10 feet; thence N87°07'42"E 82.90 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing N42°07'42"E 42.43 feet; thence N02°52'18"W 726.25 feet; thence S87°07'42"W 240.00 feet; thence N02°52'18"W 60.00 feet; thence N87°07'42"E 240.00 feet; thence N02°52'18"W 118.72 feet to the Place of Beginning.

EXHIBIT B

(see attached)



CLIENT
PULTE HOMES

SKETCH AND DESCRIPTION
OF A VARIABLE WIDTH
PHASE II ROAD DEDICATION
LOCATED IN

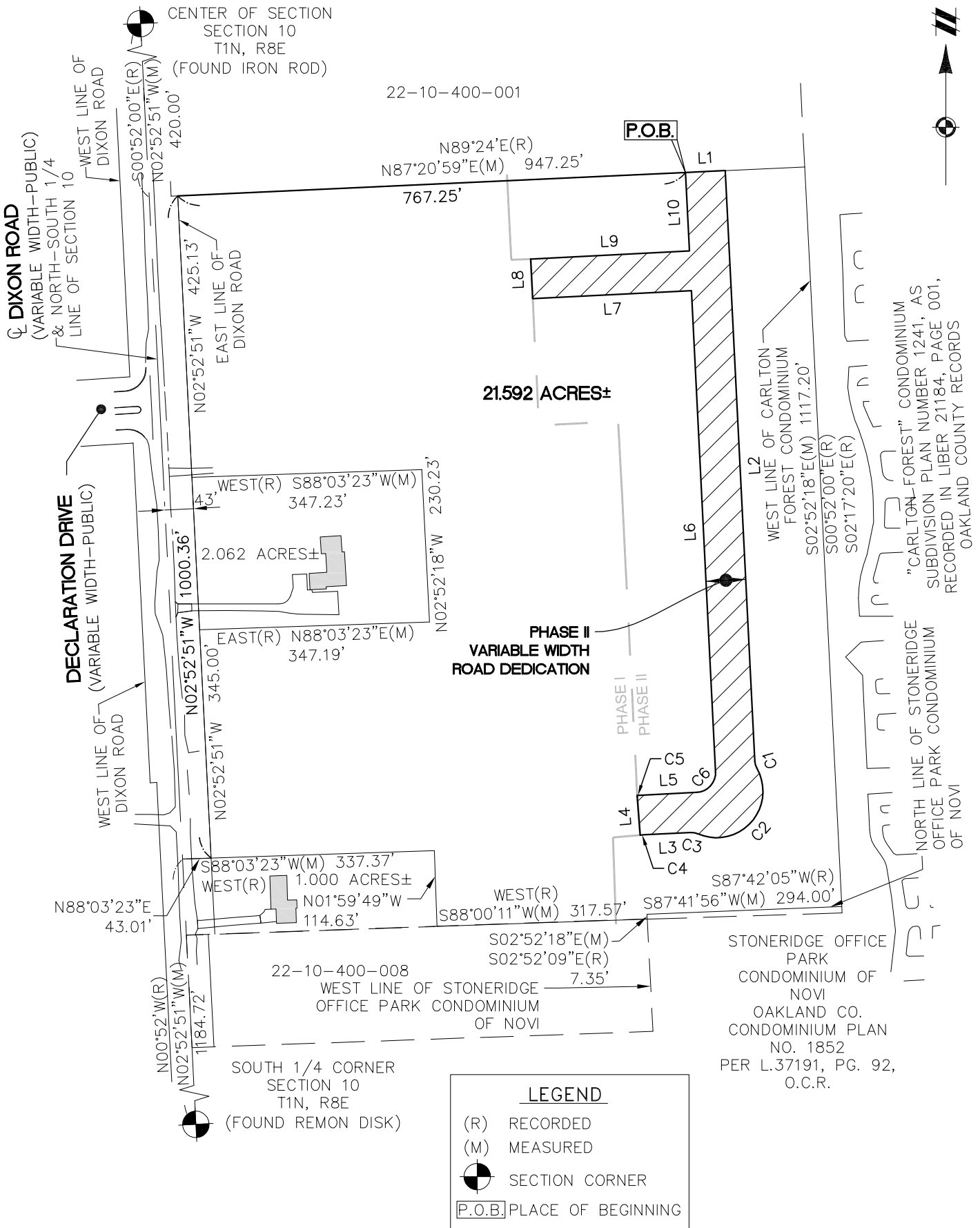
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:
1 INCH = 200 FEET

JOB: 14001056	CAD EA-12
DR. SW	CH. LMD
BOOK XX	PG. XX
SHEET 1 OF 4	DATE: 3-13-2017
FILE CODE: EA-12 ACCESS	

ATWELL
866.850.4200 www.atwell-group.com

TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000



CLIENT: PULTE HOMES

SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN


SCALE: 1 INCH = 200 FEET

JOB: 14001056	CAD: EA-12
DR. SW	CH. LMD
BOOK XX	PG. XX
SHEET 2 OF 4	DATE: 3-13-2017
FILE CODE: EA-12 ACCESS	

ATWELL
 866.850.4200 www.atwell-group.com
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 248.447.2000

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N87°20'59"E	60.00'
L2	S02°52'18"E	892.31'
L3	S87°07'42"W	70.47'
L4	N04°19'25"W	60.00'
L5	N87°07'42"E	82.90'
L6	N02°52'18"W	726.25'
L7	S87°07'42"W	240.00'
L8	N02°52'18"W	60.00'
L9	N87°07'42"E	240.00'
L10	N02°52'18"W	118.72'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	11.45'	25.00'	26°14'51"	S15°59'36"E	11.35'
C2	174.89'	70.00'	143°09'00"	S42°04'43"W	132.82'
C3	11.57'	25.00'	26°31'31"	N79°36'32"W	11.47'
C4	5.58'	200.00'	1°35'56"	S86°19'44"W	5.58'
C5	7.10'	260.00'	1°33'54"	N86°20'45"E	7.10'
C6	47.12'	30.00'	90°00'00"	N42°07'42"E	42.43'


CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD EA-12
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 3 OF 4	DATE: 3-13-2017
FILE CODE: EA-12 ACCESS		
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

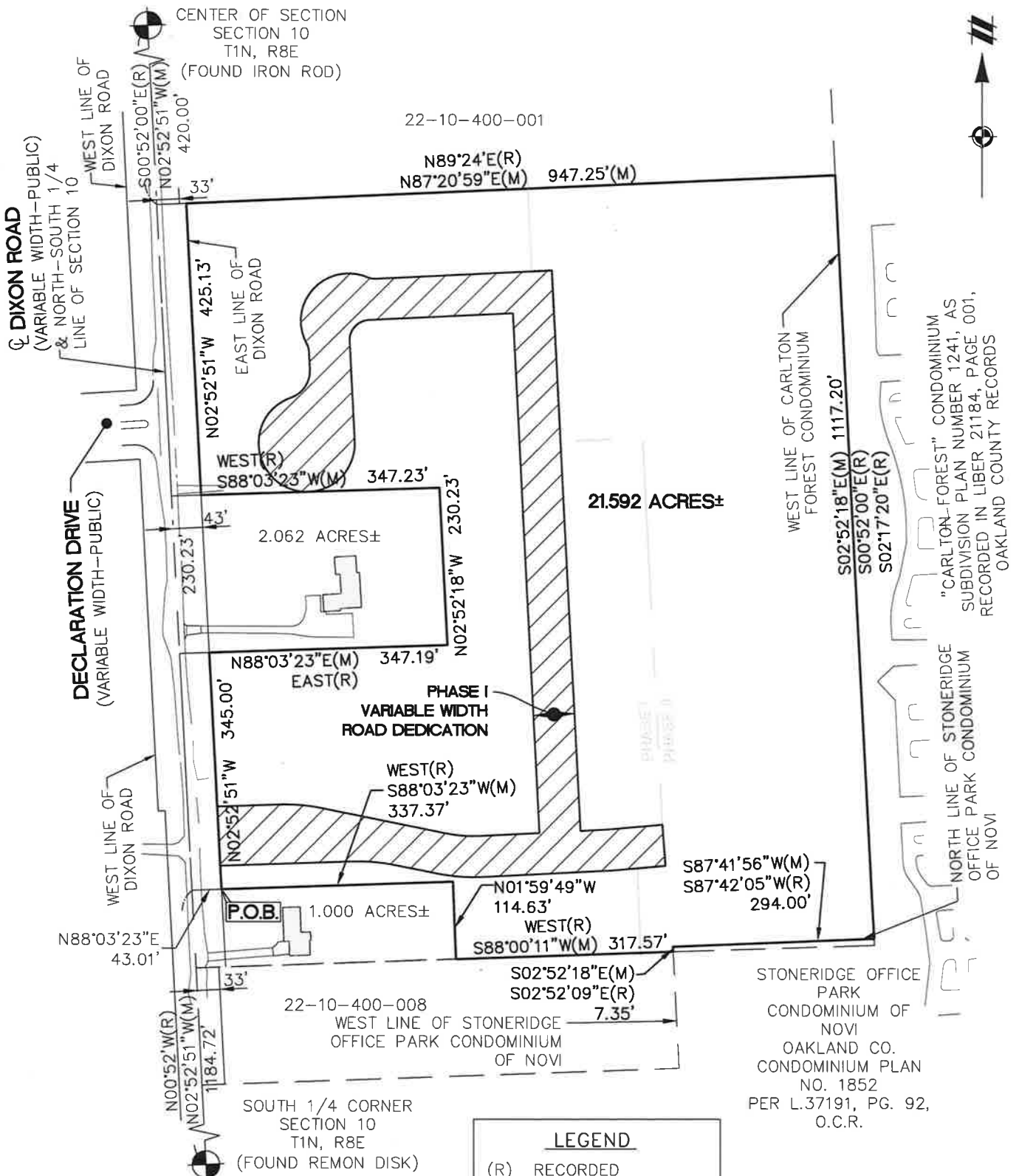
DESCRIPTION OF A 21.592 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet for a PLACE OF BEGINNING; thence N02°52'51"W 345.00 feet along the East line of said Dixon Road; thence N88°03'23"E (recorded as East) 347.19 feet; thence N02°52'18"W 230.23 feet; thence S88°03'23"W (recorded as West) 347.23 feet; thence N02°52'51"W 425.13 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 947.25 feet; thence S02°52'18"E (recorded as S00°52'E and S02°17'20"E) 1117.20 feet along the West line of "Carlton Forest", Oakland County Condominium Subdivision Plan Number 1241, recorded in Liber 21184, Page 001, Oakland County Records; thence the following two courses along the North and West lines of "Stoneridge Office Park Condominium of Novi", Oakland County Condominium Plan Number 1852, recorded in Liber 37191, Page 92, Oakland County Records: S87°41'56"W (recorded as S87°42'05"W) 294.00 feet and S02°52'18"E (recorded as S02°52'09"E) 7.35 feet; thence S88°00'11"W (recorded as West) 317.57 feet; thence N01°59'49"W 114.63 feet; thence S88°03'23"W (recorded as West) 337.37 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 10, containing 21.592 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

DESCRIPTION OF VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 1000.36 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 767.25 feet for a PLACE OF BEGINNING; thence continuing N87°20'59"E (recorded as N89°24'E) 60.00 feet; thence S02°52'18"E 892.31 feet; thence 11.45 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S15°59'36"E 11.35 feet; thence 174.89 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing S42°04'43"W 132.82 feet; thence 11.57 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N79°36'32"W 11.47 feet; thence S87°07'42"W 70.47 feet; thence 5.58 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S86°19'44"W 5.58 feet; thence N04°19'25"W 60.00 feet; thence 7.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N86°20'45"E 7.10 feet; thence N87°07'42"E 82.90 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing N42°07'42"E 42.43 feet; thence N02°52'18"W 726.25 feet; thence S87°07'42"W 240.00 feet; thence N02°52'18"W 60.00 feet; thence N87°07'42"E 240.00 feet; thence N02°52'18"W 118.72 feet to the Place of Beginning.

CLIENT PULTE HOMES	JOB: 14001056	CAD EA-12
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 4 OF 4	DATE: 3-13-2017
SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN	FILE CODE: EA-12 ACCESS	
	SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	
	 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>	



CLIENT
PULTE HOMES

SKETCH AND DESCRIPTION
OF A VARIABLE WIDTH
PHASE I ROAD DEDICATION
LOCATED IN

SECTION 10 TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

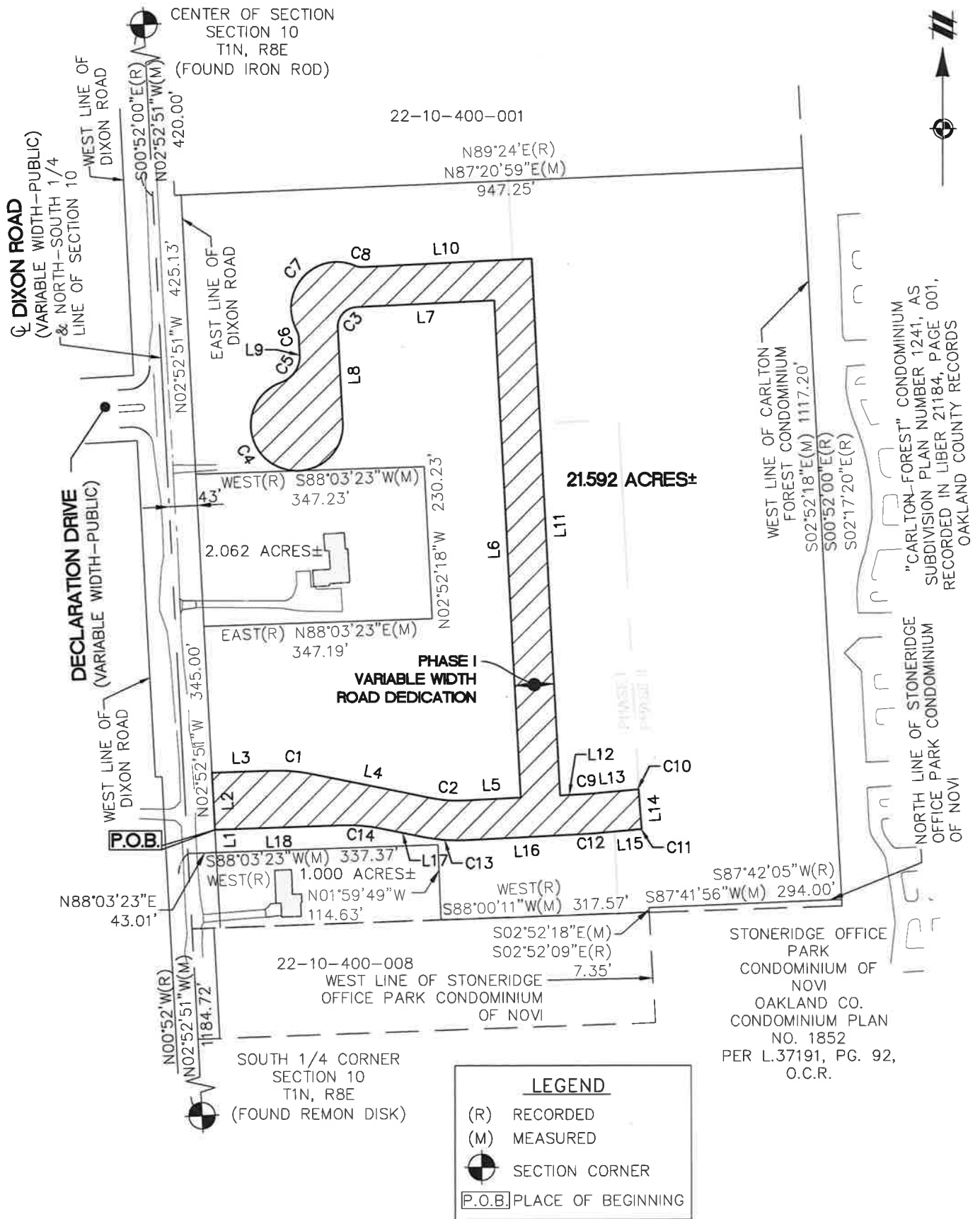
SCALE:
1 INCH = 200 FEET

JOB: 14001056	CAD EA-07
DR. SW	CH. LMD
BOOK XX	PG. XX
SHEET 1 OF 4	DATE: 1-25-2017
FILE CODE: EA-07 ACCESS	

ATWELL
866.850.4200 www.atwell-group.com

TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

2/1/2017-REV. PER ATTY.
3/13/2017-REV. PER CLIENT




CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">JOB:</td> <td>14001056</td> <td style="font-size: small;">CAD:</td> <td>EA-07</td> </tr> <tr> <td style="font-size: small;">DR.:</td> <td>SW</td> <td style="font-size: small;">CH.:</td> <td>LMD</td> </tr> <tr> <td style="font-size: small;">BOOK:</td> <td>XX</td> <td style="font-size: small;">PG.:</td> <td>XX</td> </tr> <tr> <td style="font-size: small;">SHEET:</td> <td>2 OF 4</td> <td style="font-size: small;">DATE:</td> <td>1-25-2017</td> </tr> <tr> <td style="font-size: small;">FILE CODE:</td> <td colspan="3" style="text-align: center;">EA-07 ACCESS</td> </tr> </table> <div style="text-align: center; margin-top: 10px;"> <b style="font-size: 24px; font-weight: bold;">ATWELL <small>866.850.4200 www.atwell-group.com</small> <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small> </div>	JOB:	14001056	CAD:	EA-07	DR.:	SW	CH.:	LMD	BOOK:	XX	PG.:	XX	SHEET:	2 OF 4	DATE:	1-25-2017	FILE CODE:	EA-07 ACCESS		
JOB:	14001056	CAD:	EA-07																		
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SCALE: 1 INCH = 200 FEET																					

2/1/2017-REV. PER ATTY.
 3/13/2017-REV. PER CLIENT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N02°52'51"W	34.45'
L2	N02°52'51"W	86.01'
L3	N88°03'23"E	91.22'
L4	S78°39'56"E	185.81'
L5	N87°07'42"E	87.09'
L6	N02°52'18"W	759.32'
L7	S87°07'42"W	210.00'
L8	S02°52'18"E	147.12'
L9	N02°52'18"W	26.54'
L10	N87°07'42"E	257.88'
L11	S02°52'18"E	819.32'
L12	N87°07'42"E	37.46'
L13	N84°57'06"E	72.22'
L14	S04°19'25"E	60.00'
L15	S84°57'06"W	72.11'
L16	S87°07'42"W	184.44'
L17	N78°39'58"W	65.63'
L18	S88°03'23"W	193.01'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	60.25'	260.00'	13°16'40"	S85°18'17"E	60.12'
C2	49.59'	200.00'	14°12'22"	S85°46'07"E	49.46'
C3	47.12'	30.00'	90°00'00"	S42°07'43"W	42.43'
C4	308.44'	70.00'	252°27'56"	N55°42'39"W	112.93'
C5	53.80'	42.00'	73°23'37"	N33°49'30"E	50.20'
C6	11.39'	25.00'	26°06'55"	N15°55'45"W	11.30'
C7	173.77'	70.00'	142°13'50"	N42°07'42"E	132.46'
C8	11.39'	25.00'	26°06'55"	S79°48'50"E	11.30'
C9	7.60'	200.00'	2°10'36"	N86°02'24"E	7.60'
C10	2.78'	260.00'	0°36'42"	N85°15'27"E	2.78'
C11	2.02'	200.00'	0°34'40"	S85°14'26"W	2.02'
C12	10.10'	260.00'	2°13'33"	S86°02'24"W	10.10'
C13	64.46'	260.00'	14°12'22"	N85°46'06"W	64.30'
C14	60.25'	260.00'	13°16'39"	N85°18'17"W	60.12'

CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD EA-07
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 3 OF 4	DATE: 1-25-2017
FILE CODE: EA-07 ACCESS		
 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>		


2/1/2017-REV. PER ATTY.
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DESCRIPTION OF A 21.592 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet for a PLACE OF BEGINNING; thence N02°52'51"W 345.00 feet along the East line of said Dixon Road; thence N88°03'23"E (recorded as East) 347.19 feet; thence N02°52'18"W 230.23 feet; thence S88°03'23"W (recorded as West) 347.23 feet; thence N02°52'51"W 425.13 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 947.25 feet; thence S02°52'18"E (recorded as S00°52'E and S02°17'20"E) 1117.20 feet along the West line of "Carlton Forest", Oakland County Condominium Subdivision Plan Number 1241, recorded in Liber 21184, Page 001, Oakland County Records; thence the following two courses along the North and West lines of "Stoneridge Office Park Condominium of Novi", Oakland County Condominium Plan Number 1852, recorded in Liber 37191, Page 92, Oakland County Records: S87°41'56"W (recorded as S87°42'05"W) 294.00 feet and S02°52'18"E (recorded as S02°52'09"E) 7.35 feet; thence S88°00'11"W (recorded as West) 317.57 feet; thence N01°59'49"W 114.63 feet; thence S88°03'23"W (recorded as West) 337.37 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 10, containing 21.592 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

DESCRIPTION OF VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 34.45 feet along the East line of said Dixon Road for a PLACE OF BEGINNING; thence continuing N02°52'51"W 86.01 feet along the East line of said Dixon Road; thence N88°03'23"E 91.22 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S85°18'17"E 60.12 feet; thence S78°39'56"E 185.81 feet; thence 49.59 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°46'07"E 49.46 feet; thence N87°07'42"E 87.09 feet; thence N02°52'18"W 759.32 feet; thence S87°07'42"W 210.00 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing S42°07'43"W 42.43 feet; thence S02°52'18"E 147.12 feet; thence 308.44 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N55°42'39"W 112.93 feet; thence 53.80 feet along the arc of a 42.00 foot radius curve to the left, having a chord bearing N33°49'30"E 50.20 feet; thence N02°52'18"W 26.54 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N15°55'45"W 11.30 feet; thence 173.77 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N42°07'42"E 132.46 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S79°48'50"E 11.30 feet; thence N87°07'42"E 257.88 feet; thence S02°52'18"E 819.32 feet; thence N87°07'42"E 37.46 feet; thence 7.60 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing N86°02'24"E 7.60 feet; thence N84°57'06"E 72.22 feet; thence 2.78 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°15'27"E 2.78 feet; thence S04°19'25"E 60.00 feet; thence 2.02 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°14'26"W 2.02 feet; thence S84°57'06"W 72.11 feet; thence 10.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S86°02'24"W 10.10 feet; thence S87°07'42"W 184.44 feet; thence 64.46 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°46'06"W 64.30 feet; thence N78°39'58"W 65.63 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the left, having a chord bearing N85°18'17"W 60.12 feet; thence S88°03'23"W 193.01 feet to the Place of Beginning,

CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD EA-07
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 4 OF 4	DATE: 1-25-2017
FILE CODE: EA-07 ACCESS		
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

2/1/2017-REV. PER ATTY.
 3/13/2017-REV. PER CLIENT

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan Limited Liability Company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, MI 48083, 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 street paving according to the public rights-of-way therefore established described as follows:

See attached and incorporated *Exhibit A, Legal Description*

In witness whereof, the undersigned has executed these presents this 8th day of November, 2023.

Signed by

Pulte Homes of Michigan LLC, a Michigan limited liability company

Paul Schyck
By: Paul Schyck
Its: Director of Land Development

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of November, 2023, by Paul Schyck, Director of Land Development of Pulte Homes of Michigan LLC, a Michigan limited liability company on behalf of the company.

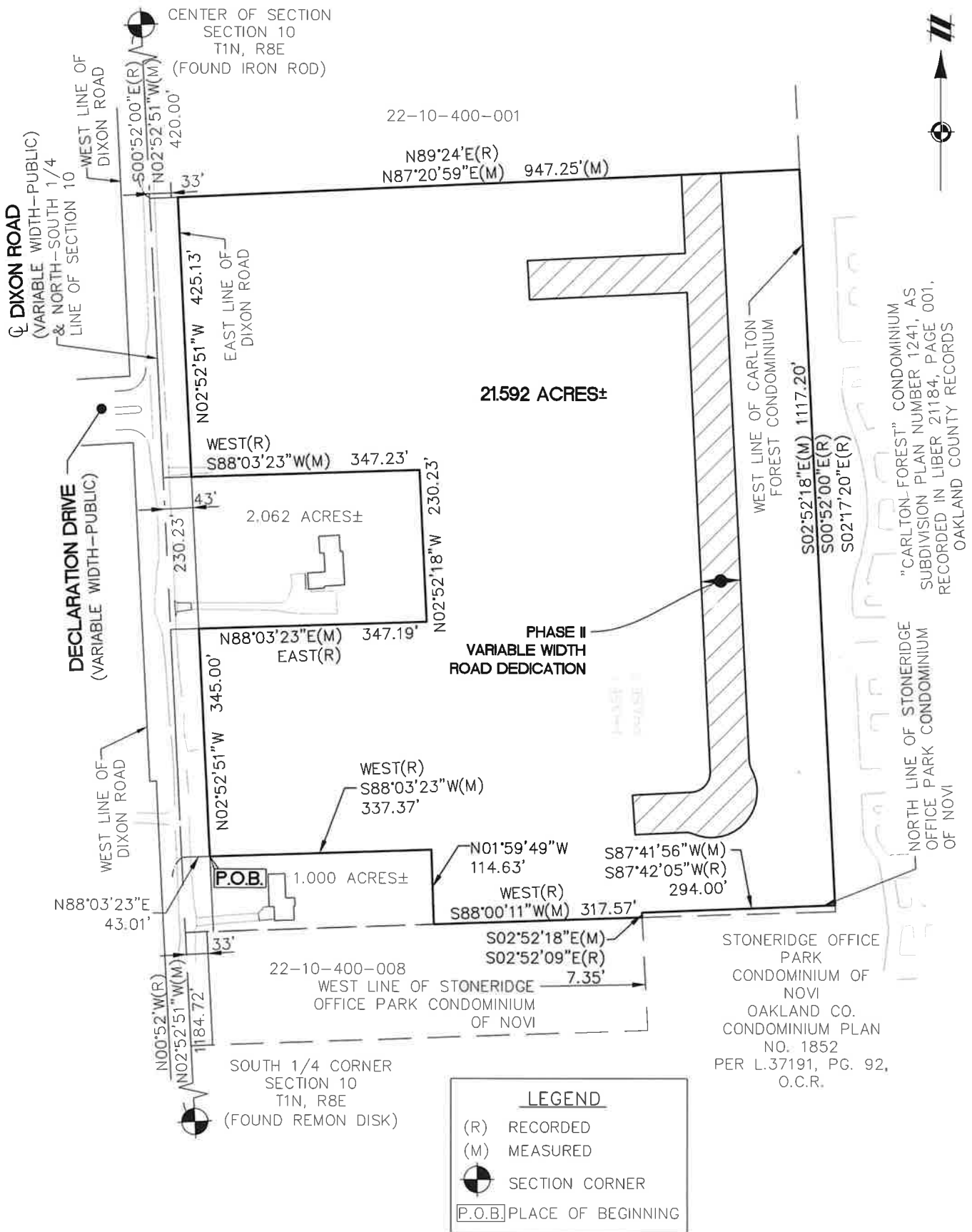


Karen Brown
Notary Public
 County, Michigan
My Commission Expires:

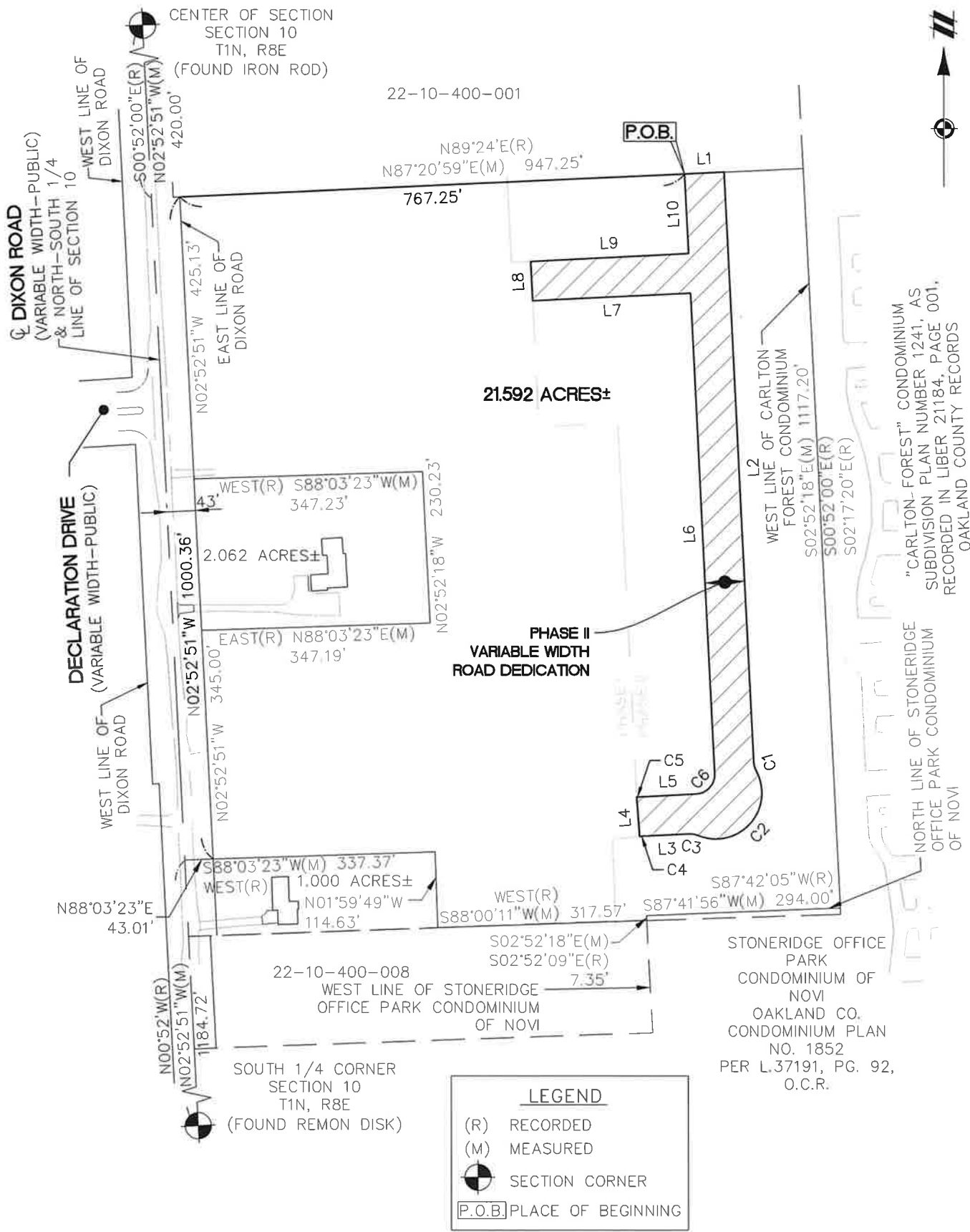
Drafted by:
Elizabeth K. Saarela
27555 Executive Drive
Suite 250
Farmington Hills, MI 48331

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

Exhibit A



CLIENT PULTE HOMES	JOB: 14001056	CAD EA-12
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 1 OF 4	DATE: 3-13-2017
SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN	FILE CODE: EA-12 ACCESS	
SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	ATWELL 866.850.4200 www.atwell-group.com	
SCALE: 1 INCH = 200 FEET	TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	



"CARLTON-Forest" CONDOMINIUM
SUBDIVISION PLAN NUMBER 1241, AS
RECORDED IN LIBER 21184, PAGE 001,
OAKLAND COUNTY RECORDS


NORTH LINE OF STONERIDGE
OFFICE PARK CONDOMINIUM
OF NOVI

STONERIDGE OFFICE
PARK
CONDOMINIUM OF
NOVI
OAKLAND CO.
CONDOMINIUM PLAN
NO. 1852
PER L.37191, PG. 92,
O.C.R.

<p>CLIENT PULTE HOMES</p> <p>SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN</p> <p>SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN</p> <p>SCALE: 1 INCH = 200 FEET</p>	<p>JOB: 14001056</p> <p>DR. SW</p> <p>BOOK XX</p> <p>SHEET 2 OF 4</p> <p>FILE CODE: EA-12 ACCESS</p>	<p>CAD EA-12</p> <p>CH. LMD</p> <p>PG. XX</p> <p>DATE: 3-13-2017</p>
<p>ATWELL 866.850.4200 www.atwell-group.com</p> <p>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</p>		

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N87°20'59"E	60.00'
L2	S02°52'18"E	892.31'
L3	S87°07'42"W	70.47'
L4	N04°19'25"W	60.00'
L5	N87°07'42"E	82.90'
L6	N02°52'18"W	726.25'
L7	S87°07'42"W	240.00'
L8	N02°52'18"W	60.00'
L9	N87°07'42"E	240.00'
L10	N02°52'18"W	118.72'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	11.45'	25.00'	26°14'51"	S15°59'36"E	11.35'
C2	174.89'	70.00'	143°09'00"	S42°04'43"W	132.82'
C3	11.57'	25.00'	26°31'31"	N79°36'32"W	11.47'
C4	5.58'	200.00'	1°35'56"	S86°19'44"W	5.58'
C5	7.10'	260.00'	1°33'54"	N86°20'45"E	7.10'
C6	47.12'	30.00'	90°00'00"	N42°07'42"E	42.43'


CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOV OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD: EA-12
	DR.: SW	CH.: LMD
	BOOK: XX	PG.: XX
	SHEET: 3 OF 4	DATE: 3-13-2017
FILE CODE: EA-12 ACCESS		
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

DESCRIPTION OF A 21.592 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)

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DESCRIPTION OF VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

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CLIENT PULTE HOMES	JOB: 14001056	CAD EA-12
	DR. SW	CH. LMD
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 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

WARRANTY DEED
(Interior Roads Phase II)

KNOW ALL BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is: 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan:

See attached Exhibit A, Exhibit B and Exhibit C made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Dollar (\$1.00), subject to easements, restrictions, and other matters of record, existing utilities, rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, highway or drainage purposes, if any, zoning ordinances, and the lien of real estate taxes not yet due and payable.

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, MCL 560.108, as amended.

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

This Property is being conveyed for, and is restricted to, use as a public road only and related improvements, and for public and private utilities.

This Deed is exempt from State and Local transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

[signatures on next page]

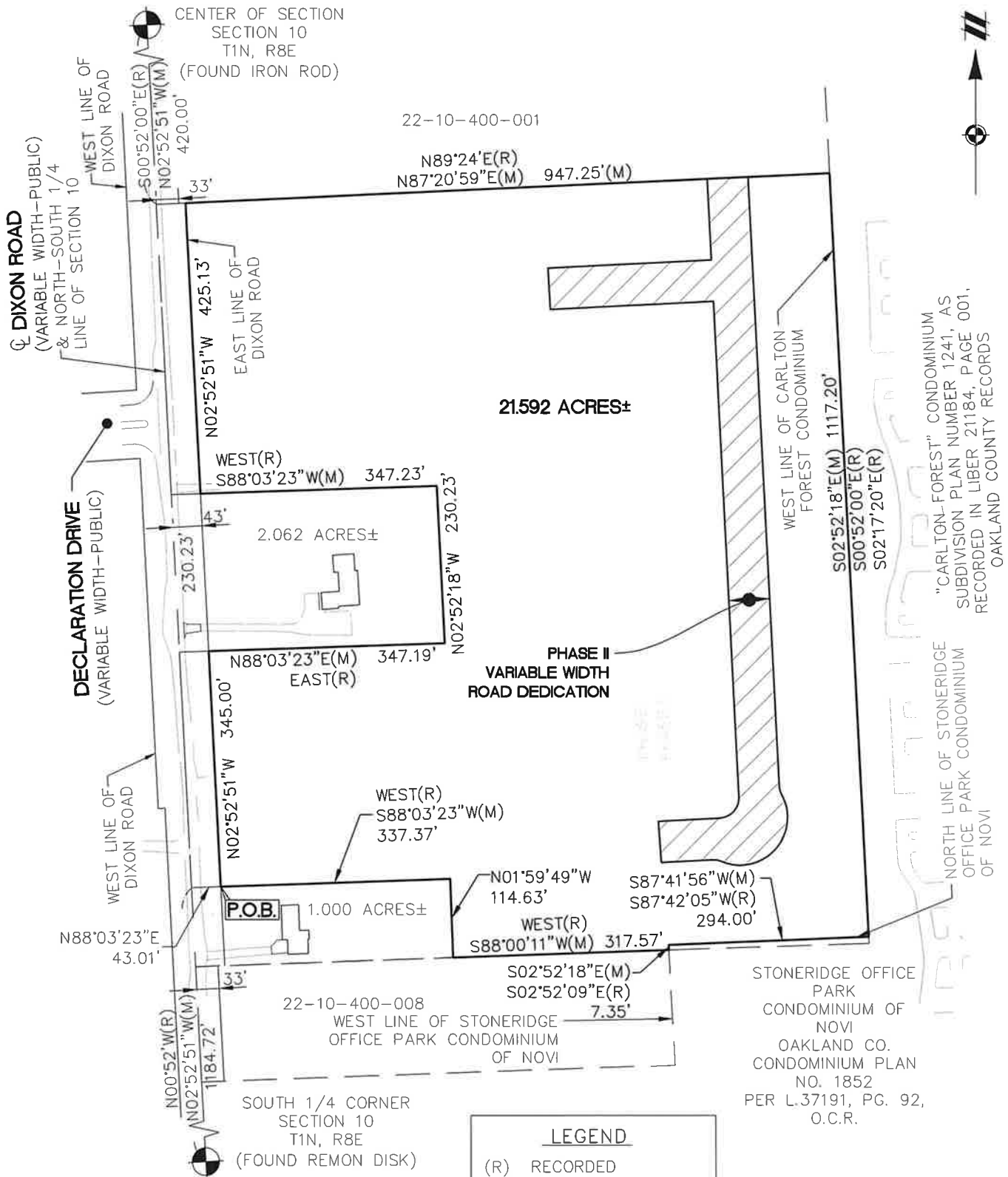
EXHIBIT A

**LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN**

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 1000.36 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 767.25 feet for a PLACE OF BEGINNING; thence continuing N87°20'59"E (recorded as N89°24'E) 60.00 feet; thence S02°52'18"E 892.31 feet; thence 11.45 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S15°59'36"E 11.35 feet; thence 174.89 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing S42°04'43"W 132.82 feet; thence 11.57 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N79°36'32"W 11.47 feet; thence S87°07'42"W 70.47 feet; thence 5.58 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S86°19'44"W 5.58 feet; thence N04°19'25"W 60.00 feet; thence 7.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N86°20'45"E 7.10 feet; thence N87°07'42"E 82.90 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing N42°07'42"E 42.43 feet; thence N02°52'18"W 726.25 feet; thence S87°07'42"W 240.00 feet; thence N02°52'18"W 60.00 feet; thence N87°07'42"E 240.00 feet; thence N02°52'18"W 118.72 feet to the Place of Beginning.

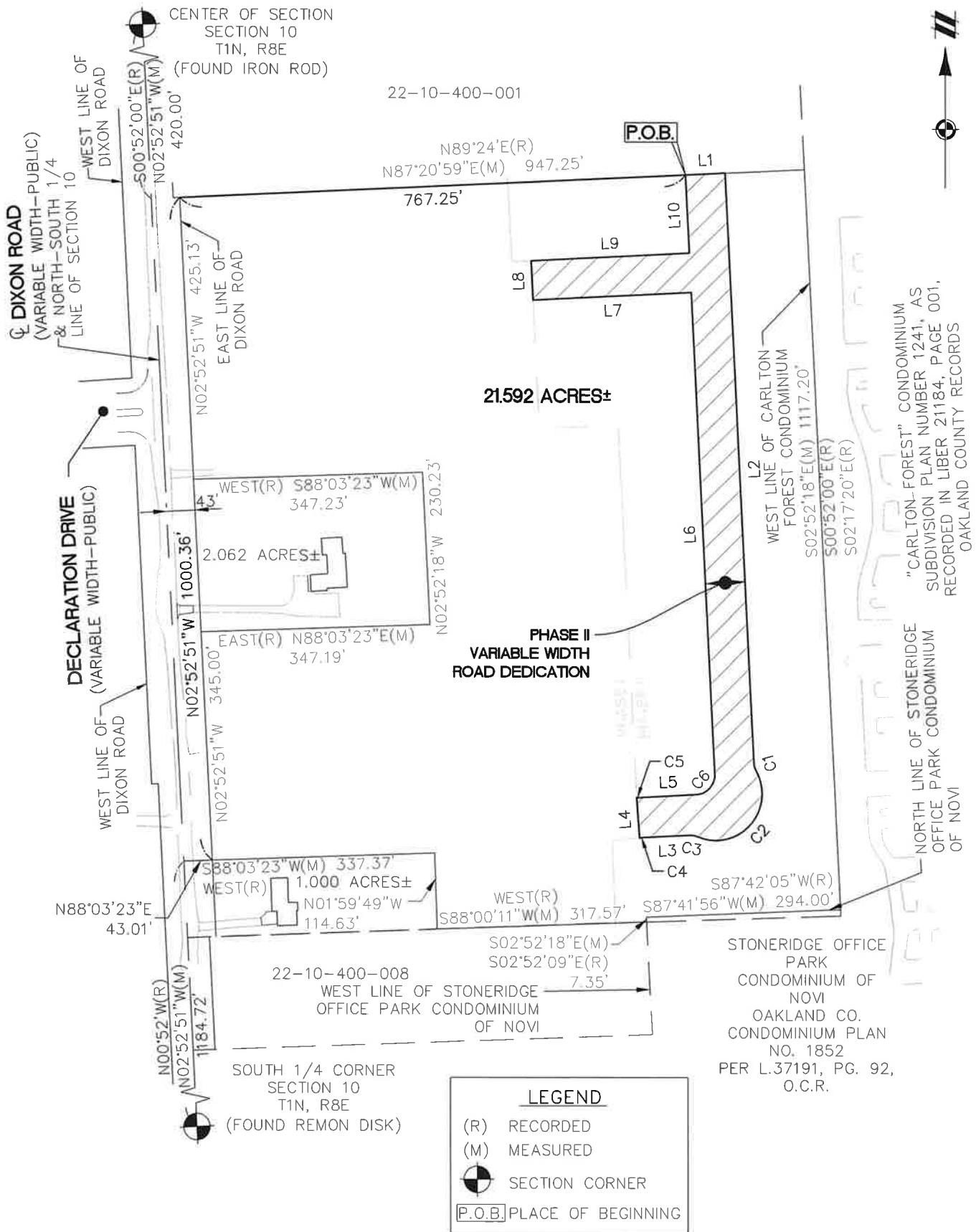
EXHIBIT B

(see attached)



LEGEND	
(R)	RECORDED
(M)	MEASURED
	SECTION CORNER
	PLACE OF BEGINNING


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	FILE CODE: EA-12 ACCESS	
SCALE: 1 INCH = 200 FEET		
	 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N87°20'59"E	60.00'
L2	S02°52'18"E	892.31'
L3	S87°07'42"W	70.47'
L4	N04°19'25"W	60.00'
L5	N87°07'42"E	82.90'
L6	N02°52'18"W	726.25'
L7	S87°07'42"W	240.00'
L8	N02°52'18"W	60.00'
L9	N87°07'42"E	240.00'
L10	N02°52'18"W	118.72'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	11.45'	25.00'	26°14'51"	S15°59'36"E	11.35'
C2	174.89'	70.00'	143°09'00"	S42°04'43"W	132.82'
C3	11.57'	25.00'	26°31'31"	N79°36'32"W	11.47'
C4	5.58'	200.00'	1°35'56"	S86°19'44"W	5.58'
C5	7.10'	260.00'	1°33'54"	N86°20'45"E	7.10'
C6	47.12'	30.00'	90°00'00"	N42°07'42"E	42.43'


CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD EA-12
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 3 OF 4	DATE: 3-13-2017
FILE CODE: EA-12 ACCESS		
 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>		

DESCRIPTION OF A 21.592 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet for a PLACE OF BEGINNING; thence N02°52'51"W 345.00 feet along the East line of said Dixon Road; thence N88°03'23"E (recorded as East) 347.19 feet; thence N02°52'18"W 230.23 feet; thence S88°03'23"W (recorded as West) 347.23 feet; thence N02°52'51"W 425.13 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 947.25 feet; thence S02°52'18"E (recorded as S00°52'E and S02°17'20"E) 1117.20 feet along the West line of "Carlton Forest", Oakland County Condominium Subdivision Plan Number 1241, recorded in Liber 21184, Page 001, Oakland County Records; thence the following two courses along the North and West lines of "Stoneridge Office Park Condominium of Novi", Oakland County Condominium Plan Number 1852, recorded in Liber 37191, Page 92, Oakland County Records: S87°41'56"W (recorded as S87°42'05"W) 294.00 feet and S02°52'18"E (recorded as S02°52'09"E) 7.35 feet; thence S88°00'11"W (recorded as West) 317.57 feet; thence N01°59'49"W 114.63 feet; thence S88°03'23"W (recorded as West) 337.37 feet to the Place of Beginning, being a part of the Southeast 1/4 of said Section 10, containing 21.592 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

DESCRIPTION OF VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 1000.36 feet along the East line of said Dixon Road; thence N87°20'59"E (recorded as N89°24'E) 767.25 feet for a PLACE OF BEGINNING; thence continuing N87°20'59"E (recorded as N89°24'E) 60.00 feet; thence S02°52'18"E 892.31 feet; thence 11.45 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S15°59'36"E 11.35 feet; thence 174.89 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing S42°04'43"W 132.82 feet; thence 11.57 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N79°36'32"W 11.47 feet; thence S87°07'42"W 70.47 feet; thence 5.58 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S86°19'44"W 5.58 feet; thence N04°19'25"W 60.00 feet; thence 7.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N86°20'45"E 7.10 feet; thence N87°07'42"E 82.90 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing N42°07'42"E 42.43 feet; thence N02°52'18"W 726.25 feet; thence S87°07'42"W 240.00 feet; thence N02°52'18"W 60.00 feet; thence N87°07'42"E 240.00 feet; thence N02°52'18"W 118.72 feet to the Place of Beginning.

CLIENT PULTE HOMES	JOB: 14001056	CAD EA-12
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 4 OF 4	DATE: 3-13-2017
SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE II ROAD DEDICATION LOCATED IN	FILE CODE: EA-12 ACCESS	
	SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	
 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>		



CHICAGO TITLE
INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY
NOTICE**

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

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


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

COMMITMENT TO ISSUE POLICY

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

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

CHICAGO TITLE INSURANCE COMPANY

By: 

ATTEST

President



Secretary

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

72C165B
ALTA Commitment for Title Insurance 8-1-16

MI-295675-ANC

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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CHICAGO TITLE INSURANCE COMPANY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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72C165B
ALTA Commitment for Title Insurance 8-1-16

MI-295675-ANC

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CHICAGO TITLE
INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent:

Issuing Office:

Issuing Office's ALTA® Registry ID:

Commitment No.: MI-295675-ANC

Issuing Office File No.: MI-295675-ANC

Property Address: Phase 1 ROW at Dixon Meadows, Novi, MI

SCHEDULE A

1. Commitment Date: September 13, 2023 at 12:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy of Title Insurance (06/17/2006)
Proposed Insured: TBD
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Pulte Homes of Michigan LLC, a Michigan limited liability company
5. The Land is described as follows:
See Attached Exhibit A

PGP Title of Florida, Inc. dba PGP Title

Connie M. Hall

Connie Hall

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

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CHICAGO TITLE
INSURANCE COMPANY

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Deed from Pulte Homes of Michigan LLC, a Michigan limited liability company vesting fee simple title in TBD.
5. Submit a completed Owner's Estoppel/Affidavit on the form provided by this company and signed by or on behalf of all owners.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Pulte Homes of Michigan LLC, a Michigan Limited Liability Company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

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SCHEDULE B
(Continued)

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
9. Company requires an update of title through the date of recording of the instrument creating the interest to be insured, also known as the gap period, prior to issuing a final Owners Policy of Title Insurance in order to intentionally delete standard exceptions on the Owners Policy of Title Insurance. Company reserves the right to make additional exceptions upon completing said update/bringdown.
10. Additional requirements and/or exceptions required by the underwriter as part of its approval process for this commitment.
11. Submit an affidavit of non foreign status under Section 1445, as amended, executed by Seller.
12. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

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

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

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

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CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE B, PART II
Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
5. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
9. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
10. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

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

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SCHEDULE B
(Continued)

11. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
12. Standard exceptions set forth in jacket.
13. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquired of record for value the estate or interest or mortgage thereon covered by this commitment.
14. The policy does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against the Land.
15. Taxes and/or assessments which become a lien or become due and payable subsequent to the effective date herein.
16. Terms, provisions, conditions, restrictions, easements and limitations contained in the Master Deed set forth below, and any amendments thereto, if any, including, but not limited to, the rights of the co-owners of the Condominium set forth below in general common elements and limited common elements, as set forth in said Master Deed and Amendments thereto, and designated as Oakland County Condominium Subdivision Plan No. 2195, and as described in Act 59 of the Public Acts of 1978, as amended, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Document Entitled: Master Deed

Recording No: Liber [50864, Page 739](#) and First Amendment recorded in Liber [53596, Page 776](#)

Name of Condominium: Dixon Meadows

17. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the following:
Recording No: Liber 3421, Page 624, Liber 3790, Page 588 and Liber 4483, Page 553
18. Terms, Covenants, and Conditions of Planned Rezoning Overlay (PRO) Agreement between Pulte Homes of Michigan LLC, a Michigan limited liability company and the City of Novi as follows:

Recording No: Liber [50209, Page 509](#). Consent to Dixon Meadows Planned Rezoning Overlay Agreement recorded in Liber Liber [50209, Page 599](#), Liber [50209, Page 602](#), Liber [50209, Page 606](#), Liber [50209, Page 609](#), Liber [50209, Page 612](#), and Liber [50209, Page 615](#).
19. Terms and conditions contained in that certain Sidewalk Easement granted to the City of Novi, a Michigan Municipal Corporation, and filed of record in Liber [51791, Page 1](#).
20. Terms and conditions of that certain Storm Drainage Facility Maintenance Easement Agreement Dixon

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

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SCHEDULE B
(Continued)

Meadows granted to the City of Novi, filed of record in Liber [51791, Page 9](#).

21. Terms and conditions of that certain Water System Easement granted to the City of Novi, a Michigan municipal corporation, filed of record in Liber [51739, Page 1](#).
22. Terms and conditions of that certain Sanitary Sewer System Easement granted to the City of Novi, a Michigan municipal corporation, filed of record in Liber [51739, Page 13](#).
23. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
24. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by Public Records.
25. Any and all oil, gas, mineral, mining rights and/or reservations thereof.

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

72C165B
ALTA Commitment for Title Insurance 8-1-16 - Schedule B

MI-295675-ANC

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CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE C

The land referred to in this Commitment is described as follows:

See Attached Exhibit A

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

72C165B
ALTA Commitment for Title Insurance 8-1-16 - Schedule C

MI-295675-ANC

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EXHIBIT A



DESCRIPTION OF VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W (recorded as N00°52'W) 1184.72 feet along the North-South 1/4 line of said Section 10 and the centerline of Dixon Road (variable width); thence N88°03'23"E (recorded as East) 43.01 feet; thence N02°52'51"W 34.45 feet along the East line of said Dixon Road for a PLACE OF BEGINNING; thence continuing N02°52'51"W 86.01 feet along the East line of said Dixon Road; thence N88°03'23"E 91.22 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S85°18'17"E 60.12 feet; thence S78°39'56"E 185.81 feet; thence 49.59 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°46'07"E 49.46 feet; thence N87°07'42"E 87.09 feet; thence N02°52'18"W 759.32 feet; thence S87°07'42"W 210.00 feet; thence 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a chord bearing S42°07'43"W 42.43 feet; thence S02°52'18"E 147.12 feet; thence 308.44 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N55°42'39"W 112.93 feet; thence 53.80 feet along the arc of a 42.00 foot radius curve to the left, having a chord bearing N33°49'30"E 50.20 feet; thence N02°52'18"W 26.54 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing N15°55'45"W 11.30 feet; thence 173.77 feet along the arc of a 70.00 foot radius curve to the right, having a chord bearing N42°07'42"E 132.46 feet; thence 11.39 feet along the arc of a 25.00 foot radius curve to the left, having a chord bearing S79°48'50"E 11.30 feet; thence N87°07'42"E 257.88 feet; thence S02°52'18"E 819.32 feet; thence N87°07'42"E 37.46 feet; thence 7.60 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing N86°02'24"E 7.60 feet; thence N84°57'06"E 72.22 feet; thence 2.78 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°15'27"E 2.78 feet; thence S04°19'25"E 60.00 feet; thence 2.02 feet along the arc of a 200.00 foot radius curve to the left, having a chord bearing S85°14'26"W 2.02 feet; thence S84°57'06"W 72.11 feet; thence 10.10 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing S86°02'24"W 10.10 feet; thence S87°07'42"W 184.44 feet; thence 64.46 feet along the arc of a 260.00 foot radius curve to the right, having a chord bearing N85°46'06"W 64.30 feet; thence N78°39'58"W 65.63 feet; thence 60.25 feet along the arc of a 260.00 foot radius curve to the left, having a chord bearing N85°18'17"W 60.12 feet; thence S88°03'23"W 193.01 feet to the Place of Beginning,

CLIENT PULTE HOMES SKETCH AND DESCRIPTION OF A VARIABLE WIDTH PHASE I ROAD DEDICATION LOCATED IN SECTION 10 TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	JOB: 14001056	CAD EA-07
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 4 OF 4	DATE: 1-25-2017
FILE CODE: EA-07 ACCESS		
 866.850.4200 www.atwell-group.com TWO TONNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

2/1/2017-REV. PER ATTY.
 3/13/2017-REV. PER CLIENT



PRIVACY POLICY NOTICE

Dear Customer:

While the security and privacy of customer information has always been a priority of the PGP Title family of companies, recent legislation now requires us to explain to our customers the ways in which we collect and use customer information.

The statement attached to this letter is the privacy policy of the PGP Title family of companies. **Premier Land Title Insurance Company** may serve as the title insurance underwriter on your title policy. PGP Title, Inc., PGP Title of Florida, Inc., PGP Title of Ohio, Inc., PGP Escrow Inc. and PGP Title, LLC - may issue policies and handle real estate closings in various parts of the country. These companies may do business or operate under the name of **"PGP Title, Inc.," "PGP Title," "PGP Title of Ohio, Inc.," "PGP Escrow Inc."** or **"PGP Closing Services."** A number of other companies in the family provide other real estate and mortgage services. You may find more information on the PGP Title family of companies on our websites: www.pgptitle.com and www.pulte.com. The attached Privacy Notice also applies to our websites.

The PGP Title family of companies appreciates the trust you place in us when you transact business with us. You trust us with your private, personal information when you purchase title insurance or other services from us. We are committed to protecting the privacy, accuracy, and security of customer information given to us. We do not sell information about you to others.

No response to this notice is required, but if you have questions, please write to us:

PGP Title Family of Companies - Privacy
9111 Cypress Waters Blvd.
Coppell, TX 75019

PGP Title Family of Companies

Title Insurance Companies: Premier Land Title Insurance Company

Title/Settlement Agents: PGP Title, Inc.; PGP Title of Florida, Inc. dba PGP Title; PGP Title, LLC; and PGP Title, Inc. dba PGP Closing Services and PGP Title of Ohio, Inc. and PGP Escrow Inc.



PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

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

What kinds of information we collect. We collect nonpublic personal information about you, and information about your transaction, from the following sources:

- Information we receive from you on applications, contracts or other forms (such as your name, address, telephone number, or social security number).
- Information about your transactions that we secure from our files, or from our affiliates or others (such as the identity of the real property you are buying or financing).
- Information we receive from a consumer-reporting agency.
- Information that we receive from others involved in your transaction, such as the lender, attorney or real estate broker (such as appraisals, credit reports, land surveys, escrow balances, and sometimes bank account numbers).

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

How we use this information. The PGP Title family of companies giving this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

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

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- Contact information (e.g., name, address, phone number, email address);
- Demographic information (e.g., date of birth, gender, marital status);
- Identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- Financial account information (e.g., loan or bank account information); and
- Other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- Browser version, language, and type;
- Domain name system requests; and
- Browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others; and
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- To enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- To nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- To nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to joint market financial products or services to you;
- To law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- In the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assess, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the user and/or transfer of the foregoing information in connections with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101: Phone number (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclosure information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any other purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collections, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect consumer information on behalf o mortgage loan services (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to use in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or may mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

December 1, 2023

Ben Croy, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Dixon Meadows Phases I and II – Roads Acceptance Documents Review
Novi # JSP17-0012
SDA Job No. NV17-217
DOCUMENTS APPROVED

Dear Ben Croy:

We have reviewed the Acceptance Document Package received by our office on November 3, 2023 against the Final Site Plan (Stamping Set) approved on June 22, 2017. We offer the following comments:

Road Acceptance Documents

All documents must be completed using blue/black ink as the County will reject them otherwise.

1. Warranty Deed for Interior Roads
(unexecuted 08/26/2021, unrecorded, exhibits dated 3-13-2017)
Exhibits Approved.

2. Bills of Sale: Interior Roads Phase I
SUPPLIED – APPROVED
Executed October 25, 2023

3. Bills of Sale: Interior Roads Phase II
SUPPLIED – APPROVED
Executed November 8, 2023

4. Sworn Statement for Interior Roads
SUPPLIED – APPROVED

5. Waiver of Lien for Contractors Installing Interior Roads
SUPPLIED – APPROVED

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.



If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER

Taylor E. Reynolds, PE
Senior Project Manager

Cc (via Email): Holly Demers, Spalding DeDecker
 Ted Meadows, Spalding DeDecker
 Adam Yako, City of Novi
 Courtney Hanson, City of Novi
 Diana Shanahan, City of Novi
 Sarah Marchioni, City of Novi
 Humna Anjum, City of Novi
 Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
 Angie Sosnowski, City of Novi
 Melissa Morris, City of Novi
 Ben Peacock, City of Novi
 Alyssa Craigie, City of Novi



SPALDING DEDECKER
Engineering & Surveying Excellence since 1954

September 19, 2022

Mrs. Humna Anjum
Project Engineer
Department of Public Works
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Dixon Meadows Phase 1
Site Work Final Approval**
Novi SP No.: JSP14-0046
SDA Job No.: NV17-210

Dear Mrs. Anjum:

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

Heather Gendron

Digitally signed by Heather Gendron
DN: C=US, E=hgendron@sda-eng.com,
O=Spalding DeDecker, CN=Heather
Gendron
Date: 2022.10.03 16:57:57-04'00'

Heather Gendron, PE
Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
John Carson, Pulte Homes of Michigan (email)
SDA Job File



SPALDING DEDECKER
Engineering & Surveying Excellence since 1954

September 19, 2022

Mrs. Humna Anjum
Project Engineer
Department of Public Works
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Dixon Meadows Phase 2
Site Work Final Approval**
Novi SP No.: JSP17-0012
SDA Job No.: NV17-217

Dear Mrs. Anjum:

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

Heather Gendron

Digitally signed by Heather Gendron
DN: C=US, E=hgendron@sda-eng.com,
O=Spalding DeDecker, CN=Heather
Gendron
Date: 2022.10.03 17:07:29-04'00'

Heather Gendron, PE
Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
John Carson, Pulte Homes of Michigan (email)
SDA Job File