



CITY of NOVI CITY COUNCIL

Agenda Item E
January 25, 2016

SUBJECT: Acceptance of the Asbury Park subdivision streets and adoption of a New Street Resolution accepting Mandalay Circle, Mandalay Court and Sunbury Court as public, adding 0.90 miles of roadway to the City's street system.

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The Asbury Park Condominium Association, as the entity in control of the common elements of the condominium, and Asbury Park Development, LLC, the developer, have requested the dedication of Mandalay Circle, Mandalay Court and Sunbury Court located within the Asbury Park Condominium. They also request that the City of Novi accept these streets as public assets as contemplated on the approved site plan. The right-of-way width for each of the above proposed streets is sixty (60) feet (see attached map). The development is located north of Eleven Mile Road and west of Taft Road.

The related acceptance documents have been reviewed by the City Attorney and are in a form so as to permit acceptance by City Council (January 6, 2016 letter from Beth Saarela, attached). According to the city's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker & Associates, Inc. October 27, 2015, attached).

The attached resolution satisfies the Michigan Department of Transportation requirement for adding 0.90 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of the Asbury Park subdivision streets and adoption of a New Street Resolution accepting Mandalay Circle, Mandalay Court and Sunbury Court as public, adding 0.90 miles of roadway to the City's street system.

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

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

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

ASBURY PARK CONDOMINIUM
Mandalay Circle, Mandalay Court and Sunbury Court

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on January 25, 2016, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Mandalay Circle, Mandalay Court and Sunbury Court;

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

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

WHEREAS; that said streets have recently been improved to meet City design and construction standards.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Mandalay Circle, Mandalay Court and Sunbury Court and direct such be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Maryanne Cornelius, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 25th day of January, 2016 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Maryanne Cornelius, City Clerk
City of Novi

Asbury Park

Location Map

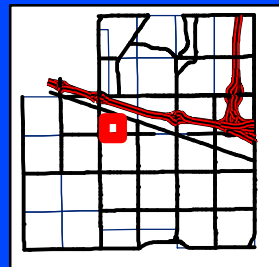


Map Author: A. Wayne
 Date: 1/19/2016
 Project:
 Version #:

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

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



City of Novi

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



1 inch = 300 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

January 6, 2016

Rob Hayes, Public Services Director
CITY OF NOVI
45175 Ten Mile Road
Novi, Michigan 48375

**Re: Asbury Park SP01-82
Review for Acceptance – Utilities and Right-of-Way**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents for the Asbury Park Site Condominium Development:

- Sanitary Sewer System Easement
- Water System Easement
- Title Commitment
- Bill of Sale for utilities
- Maintenance and Guarantee Bond (Paving)
- Warranty Deed (Eleven Mile Road)
- Warranty Deed (interior Roads)
- Bill of Sale (Paving)

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

Water System and Sanitary Sewer System Easements

Asbury Park Development, LLC and the Asbury Park Homeowners Association seek to convey the water and sanitary sewer system facilities serving Asbury Park Site Condominium Development. We have reviewed and approve the format and language of the above Water and Sanitary Sewer System Easements and corresponding Bill of Sale. The exhibits have been reviewed and approved by the City's Engineering Division. A waiver of the Maintenance and Guarantee Bond for utilities was granted by City Council on December 7, 2015.

The Water System and Sanitary Sewer System Easements may be accepted by Affidavit of the City Engineer. The Bills of Sale, Maintenance and Guarantee Bond and Title Insurance Policy should remain in the City's file.

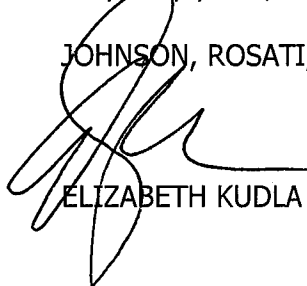
Warranty Deeds

The Warranty Deeds for 60-foot Right-of-Way along Eleven Mile Road and the internal condominium roads is in the City's standard format. There is no existing mortgage on the property therefore no discharge is required. The legal descriptions have been reviewed and approved by the City's Engineering Division. The Warranty Deeds are acceptable for the purpose provided and should be placed on an upcoming City Council Agenda for acceptance. Once accepted, both original deeds should be forwarded to the Oakland County Register of Deeds for recording.

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

EMK
Enclosures

- C: Maryanne Cornelius, Clerk (w/Original Enclosures)
- Charles Boulard, Community Development Director (w/Enclosures)
- Barb McBeth, Deputy Community Development Director (w/Enclosures)
- Sheila Weber, Treasurer's Office (w/Enclosures)
- Kristin Pace, Treasurer's Office (w/Enclosures)
- Adam Wayne, Construction Engineer (w/Enclosures)
- Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
- Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
- Sue Troutman, City Clerk's Office (w/Enclosures)
- Mark Paulson and Claudio Rossi, Mirage Development (w/Enclosures)
- Mark Adams, Esquire (w/Enclosures)
- Lawrence Swistak, Esquire (w/Enclosures)
- Thomas R. Schultz, Esquire (w/Enclosures)



AFFIDAVIT towards ACCEPTANCE OF STREETS

Project Name: ASBURY PARK
Phase: 1 Location: 11 MILE
Developer: ASBURY PARK DEVELOPMENT
Address:
Contact: CLAUDIO ROSSI

Being first duly sworn, states as follows:

1. That he/she desires that the City of Novi formally accept the public streets and associated right-of-way that have been constructed by the Developer within the boundaries of the project for the purpose of maintaining them by the City of Novi for the benefit of the public.
2. That the Affiant has examined the City of Novi Utility and Street Acceptance Policy for Subdivisions and site condominiums together with the guidelines towards a final City walk-through for subdivisions site condominiums and any other applicable residential and/or commercial/industrial sites.
3. That said development complies with all requirements and procedures included in paragraph 2 above and specifically but not exclusively the following:
 - All covers of sanitary manholes, water gate valves and wells, storm manholes and catch basins, located within the proposed right-of-way, are appropriate, totally exposed and accessible for opening towards their maintenance, and free of any burdens.
 - All Hydrants have the minimum height required per the City's Design and Construction Standards and that all their valve boxes are still totally exposed and accessible for opening towards their use, and free of any burdens from the previous utility walk-through and acceptance.
 - All Inspection Punch List items to date are totally completed. As of the date of Affiant's signature, any additional or future punch list items that may arise will be addressed by way of individual "site restoration" or "temporary certificate of occupancy" bonds, letters of credit or cash, plus any administration fees.
 - All rights-of way and easements that were disturbed due to the construction or reconstruction of the utilities or landscaping e.g., filled, compacted, graded, et cetera, must be fully stabilized with vegetation.
 - All proposed public streets and associated rights-of-way have been completed per the City's Design and Construction Standards.

Further, Affiant sayeth not.
Signature:

Claudio Rossi
CLAUDIO ROSSI

Subscribed and sworn to before me this 25th day of OCTOBER, 2015

Mark Paulson
MARK PAULSON
Notary Public in and for the County of OAKLAND, Michigan
My Commission expires: 6/3/2018

Having inspected and verified the above, I concur with the Developer's statement.

Inspector's Name: TED MENDONSA Signature: Ted Mendonsa Date: 10/28/15

Firm: SDA



October 27, 2015

Mr. Adam M. Wayne
Construction Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Asbury Park
Site Work Final Approval**
Novi SP No.: JSP01-0082
SDA Job No.: NV15-203

Dear Mr. Wayne:

Please be advised that the public site utilities, grading, and paving repairs 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,

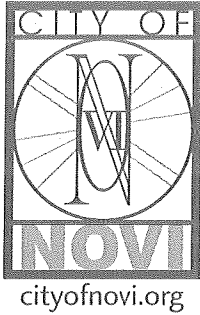
SPALDING DeDECKER ASSOCIATES, INC.

Ted Meadows
Project Manager

cc: Aaron Staup, City of Novi – Construction Engineering Coordinator
Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)
Sheila Weber, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Joe Shelton, City of Novi – Fire Marshall (e-mail)
SDA CE Job File

Engineering Consultants

Infrastructure • Land Development • Surveying



PLAN REVIEW CENTER REPORT

October 26, 2015

Engineering Review

Asbury Park

JSP01-82

Petitioner

Mirage Development

Review Type

Exhibit Review

Recommendation

Approval of the submitted exhibits is not recommended.

Comments:

Please note that the City of Novi is not responsible for any subsequent rejection by Oakland County of the submitted documents.

Sanitary Sewer Easement

1. Exhibit A July 28, 2003 - Approval recommended
2. Exhibit B October 09, 2015 – Approval recommended

Water Main Easement

1. Exhibit A October 09, 2015 - Approval recommended
2. Exhibit B October 09, 2015 - Approval recommended

Warranty Deed – Interior Roads

1. Exhibit A October 14, 2003 - Approval recommended
2. Exhibit B November 12, 2003 – Approval recommended

Warranty Deed – 11 Mile Road

1. **Rejected** – Applicant must submit a completed warranty deed to accompany the exhibits
2. Exhibit A October 09, 2015 - Approval recommended
3. Exhibit B October 19, 2015 – **Rejected**
 - a. Revise “ PROPOSED 60.00 FT RIGHT OF WAY DEDICATION TO OAKLAND COUNTY” to “PROPOSED 60.00 FT RIGHT OF WAY DEDICATION TO CITY OF NOVI”

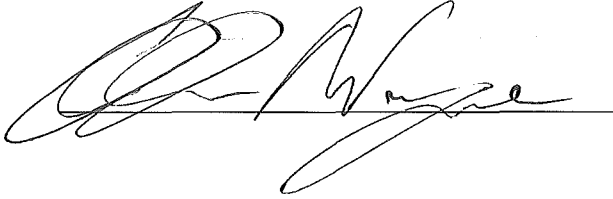
Bill of Sale - Utilities

1. Exhibit A – Water & Sewer exhibits attached in lieu of condominium description as submitted

Bill of Sale - Roads

1. Exhibit A – Interior ROW dedication exhibit attached in lieu of condominium description as submitted

Please contact Adam Wayne at (248) 735-5648 with any questions.

A handwritten signature in black ink, appearing to read 'Adam Wayne', is written over a horizontal line.

cc: Brian Coburn, Engineering
Sarah Marchioni, Community Development
Beth Saarela, Johnson Rosati, Schultz, Joppich PC

Wayne, Adam

From: Wayne, Adam
Sent: Friday, November 13, 2015 11:51 AM
To: mark@miragedevelopment.com; Ken Hindle (khindle@wcpcorp.com)
Cc: Coburn, Brian; Marchioni, Sarah; Saarela, Beth (Kudla) (esaarela@jrsjlaw.com)
Subject: RE: Asbury Park Exhibit Review - Revisions Required

Mark,

The exhibits were approved on 11/4 and forwarded to the City Attorney for review.

Adam

From: Wayne, Adam
Sent: Monday, October 26, 2015 3:39 PM
To: mark@miragedevelopment.com; Ken Hindle (khindle@wcpcorp.com)
Cc: Coburn, Brian; Marchioni, Sarah; Saarela, Beth (Kudla) (esaarela@jrsjlaw.com)
Subject: Asbury Park Exhibit Review - Revisions Required

Mark,

Please see the attached exhibit review for the Asbury Park legal submittals. Feel free to contact me with any questions.

Best regards,

Adam



Adam Wayne | Civil Engineer

City of Novi | Department of Public Services

Field Services Complex | 26300 Lee BeGole Drive | Novi, MI 48375

t: 248.735.5648 f: 248.735.5659

cityofnovi.org | InvestNovi.org

To receive monthly e-news from Novi or follow us on Facebook, [click here](#).

WARRANTY DEED
Asbury Park Subdivision – Internal Roads

KNOW ALL MEN BY THESE PRESENTS, that Asbury Park Development, LLC, a Michigan limited liability company, whose address is 45380 W. Ten Mile Road, Novi, MI 48375, and the Asbury Park Homeowners Association, Inc., a Michigan non-profit corporation, whose address is 26223 Mandalay Circle, Novi, MI 48374 (collectively "Grantor"), convey and warrant to City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi for internal road right-of-way purposes, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and 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 and no/100-----Dollars (\$1.00), subject to easements and building and use restrictions, if any, the lien of taxes not yet due and payable, and zoning ordinances.

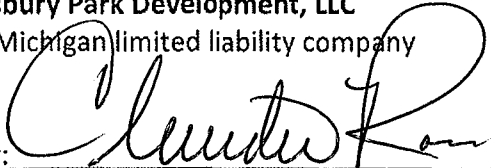
THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

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.

Dated this 17th day of December, 2015.

GRANTOR:

Asbury Park Development, LLC
a Michigan limited liability company

By: 

Its: MANAGER
Claudio Rossi

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17th day of December, 2015 before me, personally appeared the above named Claudio Rossi, the Manager of Asbury Park Development, LLC, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

ANGELA PAWLOWSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 8, 2017
ACTING IN COUNTY OF Oakland

Angela Pawlowski
Notary Public
Acting in Oakland County, MI
My commission expires October 2017

GRANTOR

Asbury Park Homeowners Association, Inc.
a Michigan non-profit corporation

By: Patrick Torossian
Its: APHOA PRESIDENT
Patrick Torossian

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17th day of December, 2015 before me, personally appeared the above named Patrick Torossian, the HOA President of Asbury Park Homeowners Association, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

My commission expires 11/10/16

Sarah Marchioni
Notary Public
Acting in Oakland County, MI

SARAH MARCHIONI
Notary Public, Oakland County, MI
Acting in the County of Oakland
My Commission Expires **Nov. 10, 2016**

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
---	--	---

Job No. _____ Recording Fee _____ Transfer Tax \$0

EXHIBIT A

Legal Description for Public Road Right of Way

WARNER, CANTRELL & PADMOS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
27300 Haggerty Road, Suite F2
Farmington Hills, MI 48331
Phone: (248) 848-1666
Fax: (248) 848-9896

EXHIBIT "A"
RIGHT OF WAY DEDICATION
ASBURY PARK CONDOMINIUM

RIGHT OF WAY DEDICATION OF MANDALAY CIRCLE, SUNBURY COURT AND A CERTAIN PROPOSED DRIVE WITHIN ASBURY PARK CONDOMINIUM BEING A PART OF THE SOUTH ½ OF SECTION 16, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, T.1N., R.8E., CITY OF NOVI AND PROCEEDING THENCE N.87°35'21"E. ALONG THE SOUTH LINE OF SAID SECTION 16 ALSO BEING THE CENTERLINE OF ELEVEN MILE ROAD (VARIABLE WIDTH) 982.00'; THENCE N.01°18'40"W., 60.01'; THENCE N.87°35'21"E. ALONG A LINE PARALLEL TO AND 60.00' NORTHERLY OF THE SOUTH LINE OF SAID SECTION 16 AND CENTERLINE OF ELEVEN MILE ROAD (VARIABLE WIDTH) 375.80' TO THE POINT OF BEGINNING OF THE RIGHT OF WAY DEDICATION, THENCE N.02°24'39"W., 460.00'; THENCE S.87°35'21"W., 115.46'; THENCE ALONG A CURVE TO THE LEFT RADIUS 51.00', CENTRAL ANGLE 48°01'10" (THE CHORD OF SAID CURVE BEARS S.63°34'46"W., 41.50') A DISTANCE OF 42.74'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 70.00', CENTRAL ANGLE 275°57'18" (THE CHORD OF SAID CURVE BEARS N.02°27'10"W., 93.72') A DISTANCE OF 337.14'; THENCE ALONG A CURVE TO THE LEFT RADIUS 51.00', CENTRAL ANGLE 47°56'08" (THE CHORD OF SAID CURVE BEARS S.68°26'35"E., 41.43') A DISTANCE OF 42.67'; THENCE N.87°35'21"E., 115.58'; THENCE N.02°24'39"W., 6.21'; THENCE ALONG A CURVE TO THE LEFT RADIUS 400.00', CENTRAL ANGLE 13°38'46" (THE CHORD OF SAID CURVE BEARS N.09°14'02"W., 95.04') A DISTANCE OF 95.27'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 300.00', CENTRAL ANGLE 14°31'06" (THE CHORD OF SAID CURVE BEARS N.08°47'53"W., 75.81') A DISTANCE OF 76.02'; THENCE N.01°32'20"W., 69.79'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 460.00', CENTRAL ANGLE 05°32'31" (THE CHORD OF SAID CURVE BEARS N.01°13'55"E., 44.48') A DISTANCE OF 44.49'; THENCE N.04°00'11"E., 237.04'; THENCE ALONG A CURVE TO THE LEFT RADIUS 400.00', CENTRAL ANGLE 05°49'31" (THE CHORD OF SAID CURVE BEARS N.01°05'25"E., 40.65') A DISTANCE OF 40.67'; THENCE N.01°49'20"W., 244.50'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 320.00', CENTRAL ANGLE 45°29'48" (THE CHORD OF SAID CURVE BEARS N.20°55'34"E., 247.48') A DISTANCE OF 254.10'; THENCE N.43°40'28"E., 55.90'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 260.00', CENTRAL ANGLE 44°47'12" (THE CHORD OF SAID CURVE BEARS N.66°04'04"E.,

198.10') A DISTANCE OF 203.24'; THENCE N.88°27'40"E., 565.84'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 390.00', CENTRAL ANGLE 81°23'45" (THE CHORD OF SAID CURVE BEARS S.50°50'27"E., 508.62') A DISTANCE OF 554.04'; THENCE S.10°08'35"E., 70.41'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 460.00', CENTRAL ANGLE 08°27'31" (THE CHORD OF SAID CURVE BEARS S.05°54'49"E., 67.85') A DISTANCE OF 67.91'; THENCE S.01°41'04"E., 40.39'; THENCE N.87°53'02"E., 178.60'; THENCE S.01°41'39"E., 60.00'; THENCE S.87°53'02"W., 178.61'; THENCE S.01°41'04"E. 633.64'; THENCE ALONG A CURVE TO THE LEFT RADIUS 200.00', CENTRAL ANGLE 27°13'03" (THE CHORD OF SAID CURVE BEARS S.15°17'36"E., 94.12') A DISTANCE OF 95.01'; THENCE S.28°54'07"E., 73.35'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 320.00', CENTRAL ANGLE 22°39'54" (THE CHORD OF SAID CURVE BEARS S.17°34'10"E., 125.76') A DISTANCE OF 126.69'; THENCE ALONG A CURVE TO THE LEFT RADIUS 100.00', CENTRAL ANGLE 18°18'23" (THE CHORD OF SAID CURVE BEARS S.15°23'24"E., 31.82') A DISTANCE OF 31.95'; THENCE S.24°32'36"E., 42.96'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 100.00', CENTRAL ANGLE 22°08'27" (THE CHORD OF SAID CURVE BEARS S.13°28'23"E., 38.40') A DISTANCE OF 38.64'; THENCE S.02°24'09"E. TO A POINT ON THE PROPOSED 60.00' RIGHT OF WAY LINE OF ELEVEN MILE ROAD (VARIABLE WIDTH) 65.02'; THENCE S.87°49'54"W. ALONG A LINE 60.00' NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 16 AND CENTERLINE OF ELEVEN MILE ROAD, 90.00'; THENCE N.02°24'09"W., 151.74'; THENCE ALONG A CURVE TO THE LEFT RADIUS 260.00', CENTRAL ANGLE 26°29'58" (THE CHORD OF SAID CURVE BEARS N.15°39'08"W., 119.18') A DISTANCE OF 120.25'; THENCE N.28°54'07"W., 73.35'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 260.00', CENTRAL ANGLE 03°38'13" (THE CHORD OF SAID CURVE BEARS N.27°05'00"W., 16.50') A DISTANCE OF 16.50'; THENCE S.87°35'51"W., 53.87'; THENCE ALONG A CURVE TO THE LEFT RADIUS 42.00', CENTRAL ANGLE 49°59'41" (THE CHORD OF SAID CURVE BEARS S.62°36'00"W., 35.50') A DISTANCE OF 36.65'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 70.00', CENTRAL ANGLE 279°59'23" (THE CHORD OF SAID CURVE BEARS N.02°24'09"W., 90.00') A DISTANCE OF 342.07'; THENCE ALONG A CURVE TO THE LEFT RADIUS 42.00', CENTRAL ANGLE 49°59'41" (THE CHORD OF SAID CURVE BEARS S.67°24'18"E., 35.50') A DISTANCE OF 36.65'; THENCE N.87°35'51"E., 36.70'; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT RADIUS 260.00', CENTRAL ANGLE 09°47'39" (THE CHORD OF SAID CURVE BEARS N.06°34'56"W., 44.40') A DISTANCE OF 44.45'; THENCE N.01°41'04"W., 734.03'; THENCE ALONG A CURVE TO THE LEFT RADIUS 400.00', CENTRAL ANGLE 08°27'31" (THE CHORD OF SAID CURVE BEARS N.05°54'49"W., 59.00') A DISTANCE OF 59.05'; THENCE N.10°08'35"W., 70.41'; THENCE ALONG A CURVE TO THE LEFT RADIUS 330.00', CENTRAL ANGLE 81°23'45" (THE CHORD OF SAID CURVE BEARS N.50°50'27"W., 430.37') A DISTANCE OF 468.81'; THENCE S.88°27'40"W., 565.84'; THENCE ALONG A CURVE TO THE LEFT RADIUS 200.00',

CENTRAL ANGLE 44°47'12" (THE CHORD OF SAID CURVE BEARS S.66°04'04"W., 152.39') A DISTANCE OF 156.34'; THENCE S.43°40'28"W., 55.90'; THENCE ALONG A CURVE TO THE LEFT RADIUS 260.00', CENTRAL ANGLE 45°29'48" (THE CHORD OF SAID CURVE BEARS S.20°55'34"W., 201.08') A DISTANCE OF 206.46'; THENCE S.01°49'20"E., 244.50'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 460.00', CENTRAL ANGLE 05°49'31" (THE CHORD OF SAID CURVE BEARS S.01°05'25"W., 46.75') A DISTANCE OF 46.77'; THENCE S.04°00'11"W., 237.04'; THENCE ALONG A CURVE TO THE LEFT RADIUS 400.00', CENTRAL ANGLE 05°32'31" (THE CHORD OF SAID CURVE BEARS S.01°13'55"W., 38.67') A DISTANCE OF 38.69'; THENCE S.01°32'20"E., 69.79'; THENCE ALONG A CURVE TO THE LEFT RADIUS 240.00', CENTRAL ANGLE 14°31'06" (THE CHORD OF SAID CURVE BEARS S.08°47'53"E., 60.65') A DISTANCE OF 60.81'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 460.00', CENTRAL ANGLE 13°38'46" (THE CHORD OF SAID CURVE BEARS S.09°14'02"E., 109.30') A DISTANCE OF 109.56'; THENCE S.02°24'39"E., 350.95'; THENCE ALONG A CURVE TO THE LEFT RADIUS 300.00', CENTRAL ANGLE 19°06'41" (THE CHORD OF SAID CURVE BEARS S.11°58'00"E., 99.60') A DISTANCE OF 100.07'; THENCE S.21°31'20"E., 45.83'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 116.00', CENTRAL ANGLE 17°00'51" (THE CHORD OF SAID CURVE BEARS S.13°00'55"E., 34.32') A DISTANCE OF 34.45' TO A POINT ON THE PROPOSED 60.00' RIGHT OF WAY LINE OF ELEVEN MILE ROAD; THENCE S.87°35'21"W. ALONG A LINE 60.00' NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 16 AND CENTERLINE OF ELEVEN MILE 97.86' TO THE POINT OF BEGINNING.

WARRANTY DEED
Asbury Park Subdivision – 11 Mile Rd. Right of Way

KNOW ALL MEN BY THESE PRESENTS, that Asbury Park Development, LLC, a Michigan limited liability company, whose address is 45380 W. Ten Mile Road, Novi, MI 48375, and the Asbury Park Homeowners Association, Inc., a Michigan non-profit corporation, whose address is 26223 Mandalay Circle, Novi, MI 48374 (collectively "Grantor"), convey and warrant to City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi for right-of-way purposes, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and 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 and no/100-----Dollars (\$1.00), subject to easements and building and use restrictions, if any, the lien of taxes not yet due and payable, and zoning ordinances.

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

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.

Dated this 17th day of December, 2015.

GRANTOR:

Asbury Park Development, LLC
a Michigan limited liability company

By: 

Its:

MANAGER
Claudio Rossi

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17th day of December, 2015 before me, personally appeared the above named Claudio Rossi, the Manager of Asbury Park Development, LLC, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

ANGELA PAWLOWSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 8, 2017
ACTING IN COUNTY OF Oakland

Angela Pawlowski
Notary Public
Acting in Oakland County, MI
My commission expires October 2017

GRANTOR:

Asbury Park Homeowners Association, Inc.
a Michigan non-profit corporation

By: Patrick Torossian
Its: APHOA PRESIDENT.
Patrick Torossian

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17th day of December, 2015 before me, personally appeared the above named Patrick Torossian, the HOA President of Asbury Park Homeowners Association, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

SARAH MARCHIONI
Notary Public, Oakland County, MI
Acting in the County of Oakland
My Commission Expires Nov. 10, 2016

Sarah Marchioni
Notary Public
Acting in Oakland County, MI

My commission expires 11/10/16

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
---	--	---

Job No. _____ Recording Fee _____ Transfer Tax \$0

EXHIBIT A

Legal Description for 11 Mile Rd. Right of Way

WARNER, CANTRELL & PADMOS, INC.

CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2

Farmington Hills, MI 48331

Phone: (248) 848-1666

Fax: (248) 848-9896

EXHIBIT "A"

**PROPOSED 60.00 FT. RIGHT OF WAY DEDICATION 11 MILE ROAD
ASBURY PARK CONDOMINIUM**

PART OF THE SOUTHWEST 1/4 OF SECTION 16, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 16 AND THE CENTERLINE OF ELEVEN MILE ROAD (66.00 FEET WIDE), N.87°35'21"E., 982.00' FROM THE SOUTHWEST CORNER OF SECTION 16; THENCE N.01°18'40"W, 60.00'; THENCE N.87°35'21"E., 580.83'; THENCE S.01°47'47"E., 60.00' TO A POINT ON THE SOUTH LINE OF SAID SECTION 16; THENCE S.87°35'21"W., 581.34' ALONG SAID SOUTH LINE OF SECTION 16 TO THE POINT OF BEGINNING.

ALSO INCLUDING A PART OF THE SOUTHEAST 1/4 OF SECTION 16, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 16 AND PROCEEDING THENCE N.01°41'39"W., 60.00'; THENCE N.87°49'54"E, 165.00'; THENCE S.01°41'39"E., 60.00' TO A POINT ON THE SOUTH LINE OF SAID SECTION 16; THENCE S.87°49'54"W., 165.00' ALONG SAID SOUTH LINE OF SECTION 16 TO THE POINT OF BEGINNING. CONTAINING 44,765 SQUARE FEET OR 1.028 ACRES OF LAND.

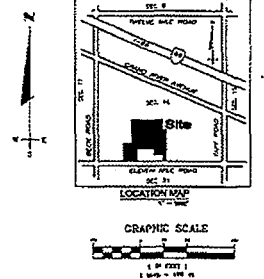
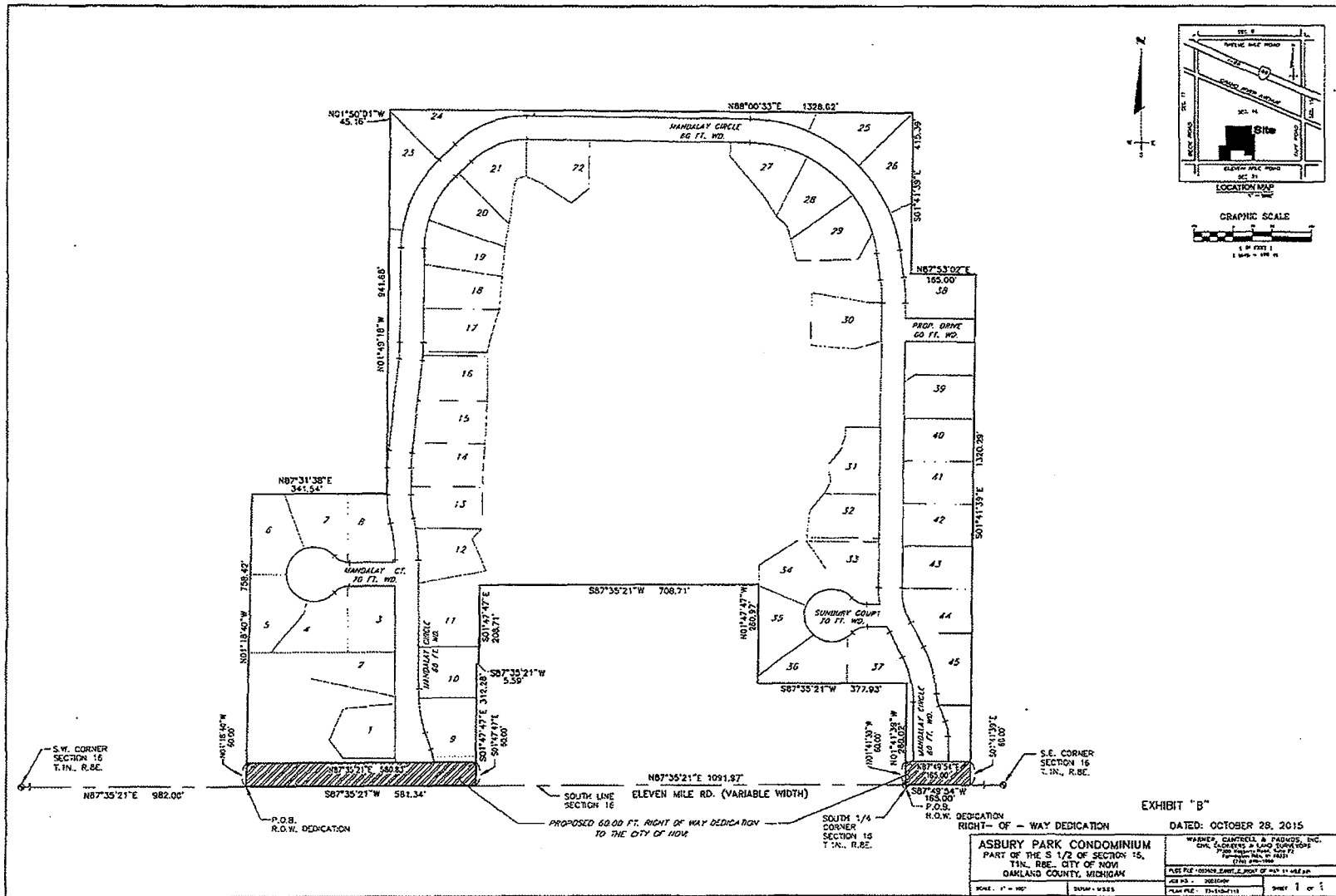


EXHIBIT "B"

DATED: OCTOBER 28, 2015

ASBURY PARK CONDOMINIUM		WARNER, EMBRELL & FARRIS, INC.	
PART OF THE S 1/2 OF SECTION 15,		CIVIL ENGINEERS & LAND SURVEYORS	
T1N. R6E. CITY OF NOVI		Professional Seal No. 24575	
OAKLAND COUNTY, MICHIGAN		(Not a Professional Seal)	
DATE: 10/28/15	SCALE: 1" = 100'	SHEET: 1	OF: 1

BILL OF SALE
Street Paving Components

KNOW ALL MEN BY THESE PRESENTS, Asbury Park Development, LLC, a Michigan limited liability company, whose address is 45380 W. 10 Mile Rd., Novi, Michigan 48375, and Asbury Park Homeowners Association, Inc., a Michigan nonprofit corporation, whose address is 26233 Mandalay Circle, Novi, Michigan 48374 (collectively the "Grantor"), for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the street paving components according to the easements and right of ways granted by Grantor to the City of Novi as of even date herewith regarding the following property:

(See the Attached and Incorporated Exhibit A)

In witness whereof, the undersigned has executed these presents this 17th day of December, 2015

GRANTOR:

Asbury Park Development, LLC
a Michigan limited liability company

By: Claudio Rossi
Its: MANAGER
Claudio Rossi

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17th day of December, 2015 before me, personally appeared the above named Claudio Rossi, the Manager of Asbury Park Development, LLC, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

Angela Pawlowski
ANGELA PAWLOWSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES OCT 8, 2017
ACTING IN COUNTY OF

Angela Pawlowski
Notary Public
Acting in Oakland County, MI
My commission expires October 2017

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

GRANTOR:

Asbury Park Homeowners Association, Inc.
a Michigan non-profit corporation

By: Patrick Torossian
Its: APHOA PRESIDENT
Patrick TOROSSIAN

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17th day of December, 2015 before me, personally appeared the above named PATRICK TOROSSIAN, the HOA President of Asbury Park Homeowners Association, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

Sarah Marchioni
Notary Public
Acting in Oakland County, MI

My commission expires 11/10/16

SARAH MARCHIONI
Notary Public, Oakland County, MI
Acting in the County of Oakland
My Commission Expires Nov. 10, 2016

Drafted By:
Elizabeth K. Saarela
34405 West Twelve Mile Road
Farmington Hills, MI 48331

When recorded, return to:
Maryanne Cornelius, Clerk
CITY OF NOVI
45175 West Ten Mile Road
Novi, MI 48375-3024

EXHIBIT A

Legal Description of Property Containing Street Paving Components

WARNER, CANTRELL & PADMOS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
27300 Haggerty Road, Suite F2
Farmington Hills, MI 48331
Phone: (248) 848-1666
Fax: (248) 848-9896

EXHIBIT "A"
RIGHT OF WAY DEDICATION
ASBURY PARK CONDOMINIUM

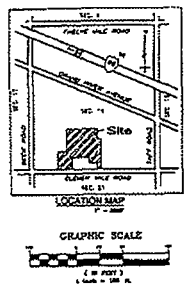
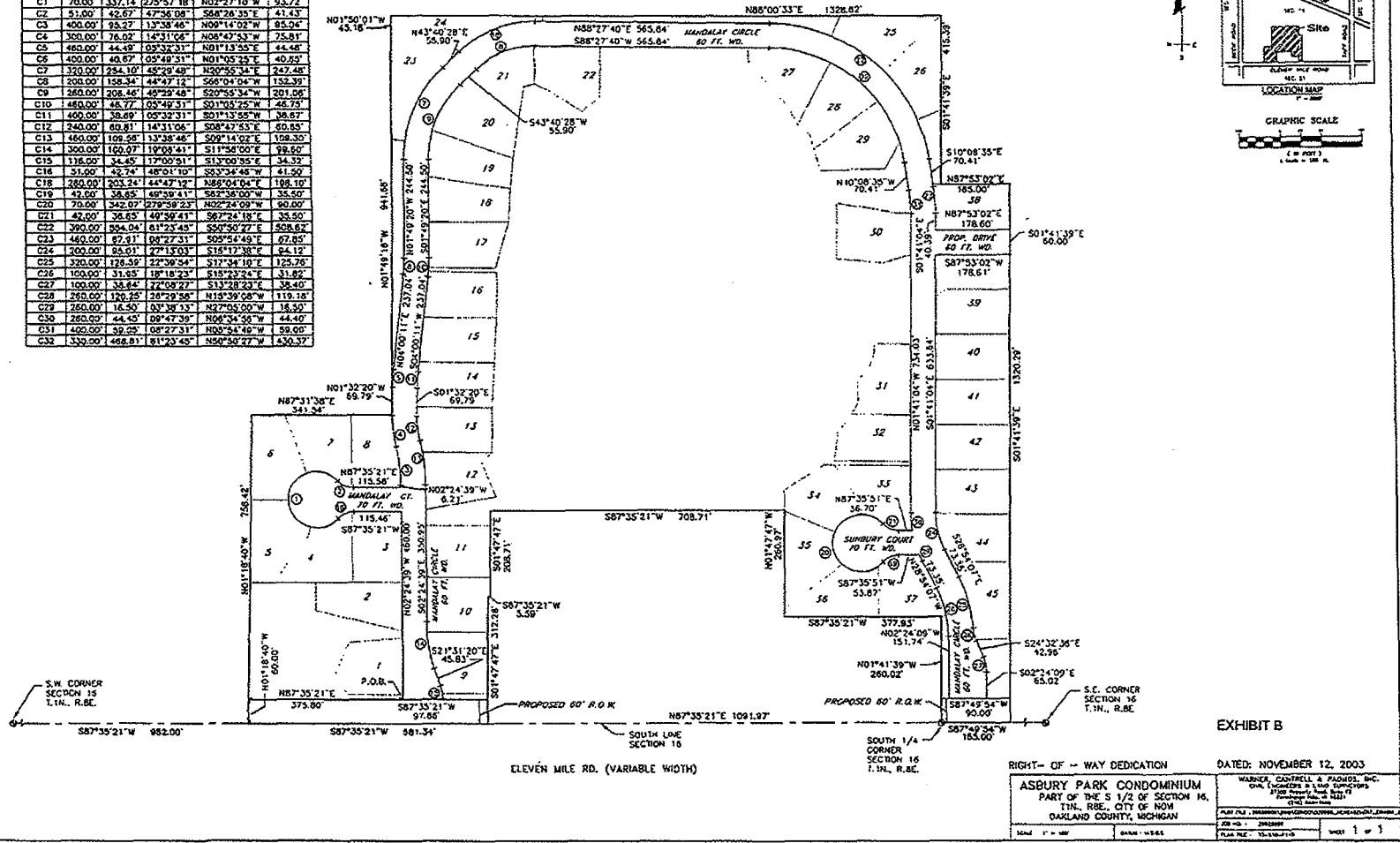
RIGHT OF WAY DEDICATION OF MANDALAY CIRCLE, SUNBURY COURT AND A CERTAIN PROPOSED DRIVE WITHIN ASBURY PARK CONDOMINIUM BEING A PART OF THE SOUTH ½ OF SECTION 16, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, T.1N., R.8E., CITY OF NOVI AND PROCEEDING THENCE N.87°35'21"E. ALONG THE SOUTH LINE OF SAID SECTION 16 ALSO BEING THE CENTERLINE OF ELEVEN MILE ROAD (VARIABLE WIDTH) 982.00'; THENCE N.01°18'40"W., 60.01'; THENCE N.87°35'21"E. ALONG A LINE PARALLEL TO AND 60.00' NORTHERLY OF THE SOUTH LINE OF SAID SECTION 16 AND CENTERLINE OF ELEVEN MILE ROAD (VARIABLE WIDTH) 375.80' TO THE POINT OF BEGINNING OF THE RIGHT OF WAY DEDICATION, THENCE N.02°24'39"W., 460.00'; THENCE S.87°35'21"W., 115.46'; THENCE ALONG A CURVE TO THE LEFT RADIUS 51.00', CENTRAL ANGLE 48°01'10" (THE CHORD OF SAID CURVE BEARS S.63°34'46"W., 41.50') A DISTANCE OF 42.74'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 70.00', CENTRAL ANGLE 275°57'18" (THE CHORD OF SAID CURVE BEARS N.02°27'10"W., 93.72') A DISTANCE OF 337.14'; THENCE ALONG A CURVE TO THE LEFT RADIUS 51.00', CENTRAL ANGLE 47°56'08" (THE CHORD OF SAID CURVE BEARS S.68°26'35"E., 41.43') A DISTANCE OF 42.67'; THENCE N.87°35'21"E., 115.58'; THENCE N.02°24'39"W., 6.21'; THENCE ALONG A CURVE TO THE LEFT RADIUS 400.00', CENTRAL ANGLE 13°38'46" (THE CHORD OF SAID CURVE BEARS N.09°14'02"W., 95.04') A DISTANCE OF 95.27'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 300.00', CENTRAL ANGLE 14°31'06" (THE CHORD OF SAID CURVE BEARS N.08°47'53"W., 75.81') A DISTANCE OF 76.02'; THENCE N.01°32'20"W., 69.79'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 460.00', CENTRAL ANGLE 05°32'31" (THE CHORD OF SAID CURVE BEARS N.01°13'55"E., 44.48') A DISTANCE OF 44.49'; THENCE N.04°00'11"E., 237.04'; THENCE ALONG A CURVE TO THE LEFT RADIUS 400.00', CENTRAL ANGLE 05°49'31" (THE CHORD OF SAID CURVE BEARS N.01°05'25"E., 40.65') A DISTANCE OF 40.67'; THENCE N.01°49'20"W., 244.50'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 320.00', CENTRAL ANGLE 45°29'48" (THE CHORD OF SAID CURVE BEARS N.20°55'34"E., 247.48') A DISTANCE OF 254.10'; THENCE N.43°40'28"E., 55.90'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 260.00', CENTRAL ANGLE 44°47'12" (THE CHORD OF SAID CURVE BEARS N.66°04'04"E.,

198.10') A DISTANCE OF 203.24'; THENCE N.88°27'40"E., 565.84'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 390.00', CENTRAL ANGLE 81°23'45" (THE CHORD OF SAID CURVE BEARS S.50°50'27"E., 508.62') A DISTANCE OF 554.04'; THENCE S.10°08'35"E., 70.41'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 460.00', CENTRAL ANGLE 08°27'31" (THE CHORD OF SAID CURVE BEARS S.05°54'49"E., 67.85') A DISTANCE OF 67.91'; THENCE S.01°41'04"E., 40.39'; THENCE N.87°53'02"E., 178.60'; THENCE S.01°41'39"E., 60.00'; THENCE S.87°53'02"W., 178.61'; THENCE S.01°41'04"E. 633.64'; THENCE ALONG A CURVE TO THE LEFT RADIUS 200.00', CENTRAL ANGLE 27°13'03" (THE CHORD OF SAID CURVE BEARS S.15°17'36"E., 94.12') A DISTANCE OF 95.01'; THENCE S.28°54'07"E., 73.35'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 320.00', CENTRAL ANGLE 22°39'54" (THE CHORD OF SAID CURVE BEARS S.17°34'10"E., 125.76') A DISTANCE OF 126.69'; THENCE ALONG A CURVE TO THE LEFT RADIUS 100.00', CENTRAL ANGLE 18°18'23" (THE CHORD OF SAID CURVE BEARS S.15°23'24"E., 31.82') A DISTANCE OF 31.95'; THENCE S.24°32'36"E., 42.96'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 100.00', CENTRAL ANGLE 22°08'27" (THE CHORD OF SAID CURVE BEARS S.13°28'23"E., 38.40') A DISTANCE OF 38.64'; THENCE S.02°24'09"E. TO A POINT ON THE PROPOSED 60.00' RIGHT OF WAY LINE OF ELEVEN MILE ROAD (VARIABLE WIDTH) 65.02'; THENCE S.87°49'54"W. ALONG A LINE 60.00' NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 16 AND CENTERLINE OF ELEVEN MILE ROAD, 90.00'; THENCE N.02°24'09"W., 151.74'; THENCE ALONG A CURVE TO THE LEFT RADIUS 260.00', CENTRAL ANGLE 26°29'58" (THE CHORD OF SAID CURVE BEARS N.15°39'08"W., 119.18') A DISTANCE OF 120.25'; THENCE N.28°54'07"W., 73.35'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 260.00', CENTRAL ANGLE 03°38'13" (THE CHORD OF SAID CURVE BEARS N.27°05'00"W., 16.50') A DISTANCE OF 16.50'; THENCE S.87°35'51"W., 53.87'; THENCE ALONG A CURVE TO THE LEFT RADIUS 42.00', CENTRAL ANGLE 49°59'41" (THE CHORD OF SAID CURVE BEARS S.62°36'00"W., 35.50') A DISTANCE OF 36.65'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 70.00', CENTRAL ANGLE 279°59'23" (THE CHORD OF SAID CURVE BEARS N.02°24'09"W., 90.00') A DISTANCE OF 342.07'; THENCE ALONG A CURVE TO THE LEFT RADIUS 42.00', CENTRAL ANGLE 49°59'41" (THE CHORD OF SAID CURVE BEARS S.67°24'18"E., 35.50') A DISTANCE OF 36.65'; THENCE N.87°35'51"E., 36.70'; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT RADIUS 260.00', CENTRAL ANGLE 09°47'39" (THE CHORD OF SAID CURVE BEARS N.06°34'56"W., 44.40') A DISTANCE OF 44.45'; THENCE N.01°41'04"W., 734.03'; THENCE ALONG A CURVE TO THE LEFT RADIUS 400.00', CENTRAL ANGLE 08°27'31" (THE CHORD OF SAID CURVE BEARS N.05°54'49"W., 59.00') A DISTANCE OF 59.05'; THENCE N.10°08'35"W., 70.41'; THENCE ALONG A CURVE TO THE LEFT RADIUS 330.00', CENTRAL ANGLE 81°23'45" (THE CHORD OF SAID CURVE BEARS N.50°50'27"W., 430.37') A DISTANCE OF 468.81'; THENCE S.88°27'40"W., 565.84'; THENCE ALONG A CURVE TO THE LEFT RADIUS 200.00',

CENTRAL ANGLE $44^{\circ}47'12''$ (THE CHORD OF SAID CURVE BEARS $S.66^{\circ}04'04''W.$, 152.39') A DISTANCE OF 156.34'; THENCE $S.43^{\circ}40'28''W.$, 55.90'; THENCE ALONG A CURVE TO THE LEFT RADIUS 260.00', CENTRAL ANGLE $45^{\circ}29'48''$ (THE CHORD OF SAID CURVE BEARS $S.20^{\circ}55'34''W.$, 201.08') A DISTANCE OF 206.46'; THENCE $S.01^{\circ}49'20''E.$, 244.50'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 460.00', CENTRAL ANGLE $05^{\circ}49'31''$ (THE CHORD OF SAID CURVE BEARS $S.01^{\circ}05'25''W.$, 46.75') A DISTANCE OF 46.77'; THENCE $S.04^{\circ}00'11''W.$, 237.04'; THENCE ALONG A CURVE TO THE LEFT RADIUS 400.00', CENTRAL ANGLE $05^{\circ}32'31''$ (THE CHORD OF SAID CURVE BEARS $S.01^{\circ}13'55''W.$, 38.67') A DISTANCE OF 38.69'; THENCE $S.01^{\circ}32'20''E.$, 69.79'; THENCE ALONG A CURVE TO THE LEFT RADIUS 240.00', CENTRAL ANGLE $14^{\circ}31'06''$ (THE CHORD OF SAID CURVE BEARS $S.08^{\circ}47'53''E.$, 60.65') A DISTANCE OF 60.81'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 460.00', CENTRAL ANGLE $13^{\circ}38'46''$ (THE CHORD OF SAID CURVE BEARS $S.09^{\circ}14'02''E.$, 109.30') A DISTANCE OF 109.56'; THENCE $S.02^{\circ}24'39''E.$, 350.95'; THENCE ALONG A CURVE TO THE LEFT RADIUS 300.00', CENTRAL ANGLE $19^{\circ}06'41''$ (THE CHORD OF SAID CURVE BEARS $S.11^{\circ}58'00''E.$, 99.60') A DISTANCE OF 100.07'; THENCE $S.21^{\circ}31'20''E.$, 45.83'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 116.00', CENTRAL ANGLE $17^{\circ}00'51''$ (THE CHORD OF SAID CURVE BEARS $S.13^{\circ}00'55''E.$, 34.32') A DISTANCE OF 34.45' TO A POINT ON THE PROPOSED 60.00' RIGHT OF WAY LINE OF ELEVEN MILE ROAD; THENCE $S.87^{\circ}35'21''W.$ ALONG A LINE 60.00' NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 16 AND CENTERLINE OF ELEVEN MILE 97.86' TO THE POINT OF BEGINNING.

CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	70.00	337.14	275°57'18"	N02°27'10"W	93.72
C2	51.00	42.67	47°36'08"	S68°26'35"E	41.43
C3	400.00	95.27	13°38'46"	N09°14'02"W	85.94
C4	300.00	76.02	14°31'05"	N68°43'52"W	75.81
C5	480.00	44.49	05°32'31"	N01°13'55"E	44.48
C6	400.00	40.67	05°49'31"	N01°05'25"E	40.62
C7	320.00	284.10	45°29'49"	N20°55'34"E	247.48
C8	300.00	158.34	44°47'12"	S69°04'04"W	132.39
C9	260.00	208.46	40°29'48"	S20°53'34"W	201.06
C10	480.00	48.77	05°49'31"	S01°05'25"W	48.78
C11	400.00	30.69	05°32'31"	S01°13'55"W	30.67
C12	240.00	60.81	14°31'05"	S08°47'53"E	60.85
C13	460.00	109.50	13°38'46"	S02°14'02"E	109.30
C14	300.00	160.07	10°09'43"	S11°04'00"E	149.60
C15	376.00	54.85	17°00'51"	S13°00'55"E	54.92
C16	51.00	42.74	48°01'10"	S23°34'48"W	41.50
C18	260.00	203.24	44°47'12"	N68°04'04"E	195.10
C19	49.00	38.65	48°59'41"	S82°36'00"W	35.50
C20	70.00	342.07	277°59'23"	N22°24'09"W	90.00
C21	42.00	35.85	40°30'41"	S67°24'18"E	35.50
C22	390.00	95.04	61°23'45"	S50°50'27"E	808.62
C23	460.00	67.31	04°27'31"	S05°54'49"E	67.85
C24	200.00	85.01	77°13'03"	S18°17'38"E	84.12
C25	320.00	126.50	27°39'54"	S17°04'10"E	125.26
C26	100.00	31.85	18°18'23"	S15°27'22"E	31.82
C27	100.00	38.64	22°09'27"	S13°28'21"E	38.40
C28	260.00	120.25	26°29'56"	N18°39'08"W	119.18
C29	260.00	16.50	03°39'53"	N27°04'00"W	16.50
C30	280.00	44.43	09°47'39"	N06°34'58"W	44.40
C31	480.00	30.25	08°27'31"	N03°24'40"W	30.00
C32	320.00	488.81	81°23'45"	N50°50'27"W	430.37



ELEVEN MILE RD. (VARIABLE WIDTH)

EXHIBIT B

RIGHT-OF-WAY DEDICATION
 ASBURY PARK CONDOMINIUM
 PART OF THE S 1/2 OF SECTION 16,
 T1N, R2E, CITY OF NOKI,
 OAKLAND COUNTY, MICHIGAN

DATED: NOVEMBER 12, 2003

WARNER, CANTRELL & PADGUG, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 2700 Center Rd., NOKI, MI 48869
 (517) 526-1100

PLAN NO.: 2003080
 PLAN FILE: 2003-08-010
 SHEET 1 OF 1

Claudio Rossi being duly sworn, deposes and says that Asbury Park Development, LLC is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan, described as follows:

Asbury Park Development
26558 Mandalay Circle

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholding is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons of the date hereof are correctly and full set forth opposite their names, as follows:

NO.	SUBCONTRACTOR SUPPLIER OR LABORER	TYPE OF IMPROVEMENT FURNISHED	WAIVER STATUS	TOTAL CONTRACT PRICE	ADDITIONS /DELETIONS	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE
1	Cadillac Asphalt Paving Co	Curb replace and pavement install	Full	272,288		272,288		---
2	Goretski Construction Company Inc.	Sidewalk replacement	Full	5,750		5,750		---
3	McDowell & Associates	Engineered testing	Full	2,290		2,290		---
4	Midwest Maintenance Inc.	Utility punch list	Full	36,398		36,398		---
5	Panoramic Landscaping Inc.	landscaping, seed and sod	Full	10,422		10,422		---
6	Warner, Cantrell & Padmos	ROW easement corrections	Full	845		845		---
				---				---
			Total	327,993	---	327,993	---	---

That the contractor has not procured material from, or subcontracted with, a person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor) or as _____ of the (contractor) (subcontractor) for the purposes of representing to the owner or lessee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

(Deponent) Claudio Rossi

Subscribed and sworn to before me this 17th day of DECEMBER, 2015

Mark Paulson
MARK PAULSON
My Commission Expires 6/3/2018

Warning to the owner: An owner or lessee of the above described property may not rely on this sworn statement to avoid the claim of a subcontractor, supplier, or laborer who has provided a notice of furnishing or a laborer who may provide a notice of furnishing pursuant to section 109 of the construction lien act to the designee or to the owner or lessee if the designee is not named or has died.

Warning to deponent: A person who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980 as amended, being section 570.1110 of the Michigan Compiled Laws.

7:48 AM

12/16/15

Accrual Basis

ASBURY PARK DEVELOPMENT LLC

Project Close Out Cost

December 16, 2014 to December 16, 2015

Date	Num	Memo	Amount
CADILLAC ASPHALT PAVING COMPANY			
9/23/2015	1646	AS Remove and Replace Curbs as Marked	35,235.00
10/27/2015	1656	#464008 - road installation[SIFD]	237,052.50
Total CADILLAC ASPHALT PAVING COMPANY			272,287.50
Goretski Construction Company, Inc.			
7/29/2015	1626	AS DEV BUILD #150581 - sidewalk replacement[SIFD]	5,750.00
Total Goretski Construction Company, Inc.			5,750.00
McDOWELL & ASSOCIATES			
9/16/2015	1645	#95725 - asbury engineering[SIFD]	490.00
11/4/2015	1657	AS DEV BUILD #96556 - engineering[SIFD]	2,045.00
11/30/2015	Refund	Partial Refund from Cadillac AS DEV BUILD #96556 - engineering[SIFD]	-245.00
Total McDOWELL & ASSOCIATES			2,290.00
Midwest Maintenance, Inc.			
7/22/2015	1622	#15154 - various as close out[SIFD]	21,000.00
7/22/2015	1622	#15155 - vac truck[SIFD]	3,990.00
7/22/2015	1622	#15156 - various as close[SIFD]	9,537.50
8/19/2015	1635	AS DEV #15 171 - manhole adjustment[SIFD]	1,554.00
10/21/2015	1653	#15261 - seal catch basins[SIFD]	316.00
Total Midwest Maintenance, Inc.			36,397.50
PANORAMIC LANDSCAPING INC			
8/5/2015	1632	North End of subdivision with new sidewalk - Swamp White Oaks	3,000.00
9/23/2015	1647	#11863adj - sodding and seeding[SIFD]	7,421.50
Total PANORAMIC LANDSCAPING INC			10,421.50
WARNER, CANTRELL, & PADMOS INC			
12/10/2015	1660	Inv #23 ROW Easement	845.00
Total WARNER, CANTRELL, & PADMOS INC			845.00
TOTAL			327,991.50



FULL UNCONDITIONAL WAIVER

My/our contract with: **Mirage Development**

To provide **Asphalt Materials**

For the improvement to the property described as:

*Asbury Park
AIA Application #2 Final Payment in the amount of \$237,052.50*

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

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

Signed by:

A handwritten signature in black ink, appearing to be "A. R. ...", written over a horizontal line.

Signed on:

10/28/15

Vendor: Cadillac Asphalt LLC, 51777 W. 12 Mile Rd., Wixom, MI 48393

Telephone: 248-380-3644

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

Thursday, July 30, 2015

FULL UNCONDITIONAL WAIVER

My/our contract with:

To provide: **sidewalk replacement**

For the improvement to the property described as:

Asbury Park (AS DEV BUILD)

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

Goretski Construction Co



(Signature of Lien Claimant)

8-4-15

(Date)

Do not sign blank or incomplete forms.
Retain a copy for your records.

Return by mail or fax A.S.A.P. to:

**45380 W TEN MILE RD
SUITE 135
NOVI, MI 48375
Fax: 248.349.0598**

Thursday, November 05, 2015

FULL UNCONDITIONAL WAIVER

My/our contract with: **Mirage Development**

To provide: **engineering**

For the improvement to the property described as:

Asbury Park (AS DEV BUILD)

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

96556

McDowell Associates



(Signature of Lien Claimant)

11-11-15

(Date)

Do not sign blank or incomplete forms.
Retain a copy for your records.

Return by mail or fax A.S.A.P. to:

Mirage Development
45380 W TEN MILE RD
SUITE 135
NOVI, MI 48375
Fax: 248.349.0598

Tuesday, October 27, 2015

FULL UNCONDITIONAL WAIVER

My/our contract with: **Asbury Park Development**

To provide: **various punch list**

For the improvement to the property described as:

Asbury Park
(N/A)

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

Midwest Maintenance



(Signature of Lien Claimant)

10-27-15

(Date)

Do not sign blank or incomplete forms.
Retain a copy for your records.

Return by mail or fax A.S.A.P. to:

Asbury Park Development
45380 W TEN MILE RD
SUITE 135
NOVI, MI 48375
Fax: 248.349.0598

FULL UNCONDITIONAL WAIVER

My/our contract with: Asbury Park Development

To provide: landscaping and restoration

For the improvement to the property described as:

Asbury Park

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

Panoramic Landscaping, Inc.



(signature of Lien Claimant)



(date)

Do not sign blank or incomplete forms.

Retain a copy for your records.

Return by mail or fax ASAP to:

Asbury Park Development

45380 W. Ten Mile Road

Suite 135

Novi, MI 48375

(248) 348-0598 Fax

INV, 23 11-30-15
#20020909

Tuesday, October 27, 2015

FULL UNCONDITIONAL WAIVER

My/our contract with: **Asbury Park Development**

To provide: **Engineering**

For the improvement to the property described as:

Asbury Park
(N/A)

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

Warner Cantrell Padmos

Shelley Ladd

(Signature of Lien Claimant)

12-14-15

(Date)

Do not sign blank or incomplete forms.
Retain a copy for your records.

Return by mail or fax A.S.A.P. to:

Asbury Park Development
45380 W TEN MILE RD
SUITE 135
NOVI, MI 48375
Fax: 248.349.0598

DEC 18 2015
BSM 15-0003
TREASURER
CITY OF NOVI**STREET MAINTENANCE AND GUARANTEE BOND****Bond No. K08949268**

The undersigned, Mirage Development, LLC, "Principal," whose address is 45380 W. 10 Mile Road, Suite 135, Novi, Michigan 48375, and Westchester Fire Insurance Company "Surety," whose address is 436 Walnut Street, PO Box 1000, Philadelphia, PA 19106, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Seventy-Four Thousand Nine Hundred and Seventy-Five and no/100s Dollars (\$74,975.00) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed or contracted to construct certain improvements, consisting of streets within the City of Novi, shown on plans, dated 7/29/03 ("Improvements").

WHEREAS, as part of the development of property located at North side of Eleven Mile Rd., between Beck & Taft Rds., and more particularly described as:

Parcel ID Number: 50-22-16-300-

Project Name: Asbury Park

Site Plan No. JPROJ140001 (fka 01-82)

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

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

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

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

This Bond and the obligations of Principal and Surety under it shall be in full force and effect for the Improvements described above for 2 years from the time they are accepted formally as a public right-of-way through City Council resolution by the City of Novi, for defects discovered within that period for which the City provides written notice to the Principal and Surety within fourteen (14) days of discovery of the defect.

It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City, and its officers, officials, and employees, harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, agents, or employees in the construction or repair of the improvements, including claims arising under the worker's compensation laws of the State of Michigan.

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

The date of the last signature shall be considered the date of this Bond, which is December 15, 2015.

Date: 12/15/2015

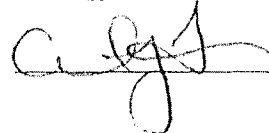
WITNESS:



MARK PAULSON

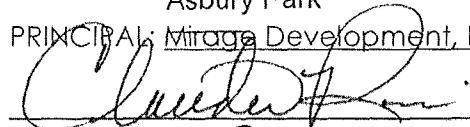
Date: 12/15/2015

WITNESS:



Asbury Park

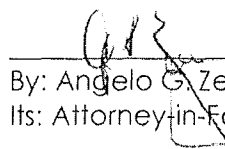
PRINCIPAL: Mirage Development, LLC



By: CLAUDIO ROSSI

Its: MANAGING MEMBER

SURETY: Westchester Fire Insurance Company



By: Angelo G. Zervos

Its: Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Angelo G Zervos, David C Lange, Donald W Burdon, Gus E Zervos, Stephen M Zervos, all of the City of SOUTHFIELD, Michigan, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 16 day of July 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 16 day of July, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument; and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

15th . December, 2015

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 16, 2016.