



CITY OF NOVI CITY COUNCIL
JANUARY 9, 2023

SUBJECT: Approval to accept the residential streets as part of Bolingbrooke and adoption of Act 51 New Street Resolution accepting Bolingbrooke Lane, Ellesmere Circle, and Yardley Drive as public, adding 0.52 miles of roadway to the City's public street system.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

M/I Homes have requested the dedication and acceptance of Bolingbrooke Lane, Ellesmere Circle, and Yardley Drive as public assets. The Bolingbrooke subdivision is comprised of forty-six single-family homes lots on approximately 19.783 acres. The project is located north of 12 ½ Mile Road and west of Old Novi Road in Section 10 of the City of Novi. 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, October 3, 2022). The related acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form so as to permit acceptance by City Council (Spalding DeDecker, September 30, 2022, and Beth Saarela, September 28, 2022, respectively). The enclosed resolution satisfies the Michigan Department of Transportation requirement for adding 0.52 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Approval to accept the residential streets as part of Bolingbrooke Subdivision and adoption of Act 51 New Street Resolution accepting Bolingbrooke Lane, Ellesmere Circle, and Yardley Drive as public, adding 0.52 miles of roadway to the City's public street system.

Bolingbrooke Street Acceptance

Location Map



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

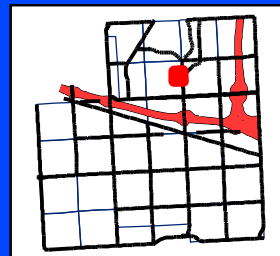
Amended By:
 Date:
 Department:

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.

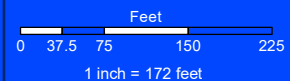
Legend

- Major Roads
- Minor Roads



City of Novi

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





October 3, 2022

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

**Re: Bolingbrooke
Site Work Final Approval**
Novi SP No.: JSP17-0034
SDA Job No.: NV17-235

Mrs. Anjum:

Please be advised the water main, sanitary sewer, storm sewer, grading and paving 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 17:23:20-04'00'

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)
Brandon Guest, M/I Homes of Michigan (e-mail)
SDA Job File

September 30, 2022

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

Re: Bolingbrooke - Acceptance Documents Review
Novi # JSP17-0034
SDA Job No. NV17-235
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on September 15, 2022 against the Final Site Plan (Stamping Set) approved on September 8, 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 blue/black ink as the County will reject them otherwise.

1. Warranty Deed for Interior Roads Right-of-Way
(executed 09/14/2022, unrecorded, dated 02/06/2017)
Exhibits Approved
2. Bills of Sale: Interior Roads
SUPPLIED – APPROVED.
3. Full Unconditional Waivers of Lien from contractors installing interior roads
SUPPLIED – APPROVED.
4. Sworn Statement signed by Developer
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 August 3, 2017 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



Mike Freckelton, PE
Project Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Courtney Hanson, City of Novi
Madeleine Daniels, 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

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

September 28, 2022

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

**RE: Bolingbrooke Condominium JSP 17-34
Street Acceptance Documents**

Dear Mr. Croy:

We have received and reviewed the following **original** documents for Bolingbrooke, a copy of which are enclosed:

1. Warranty Deed for Interior Roads (**Approved**)
2. Bill of Sale for Street Paving (**Approved**)
3. Title Commitment
4. Sworn Statement and Waivers of Lien

Warranty Deed

The Warranty Deed for interior roads for the Bolingbrooke Condominium 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. 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 may be placed on an upcoming City Council Agenda for acceptance.

Once accepted, the Warranty Deed 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
September 28, 2022
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 (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, Planner (w/Enclosures)
Ben Peacock, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Humna Anjum, Project Engineer (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Brandon Guest, M/I Homes of Michigan (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

EXHIBIT A.

(SEE ATTACHED)

EXHIBIT A.

BOLINGBROOKE

LEGAL DESCRIPTION
SUBJECT PROPERTY

Combined Tax Id. 22-10-280-004, -005, 008 and parcel A

A part of the Northeast 1/4 of Section 10 and Northwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 10; thence North 89°01'34" West, 59.99 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road, to the POINT OF BEGINNING, thence continuing North 89°01'34" West, 1068.47 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road, (said point being South 89°01'34" East, 1577.90 feet, from the Center of said Section 10); thence North 00°36'29" East, 386.51 feet; thence North 89°01'34" West, 225.40 feet; thence North 00°36'29" East, 323.02 feet; thence South 89°04'50" East, 1346.32 feet, to the East line of said Section 10 and the centerline of Old Novi Road, (said point being Due South, 1922.70 feet, from the Northeast Corner of said Section 10); thence Due South, 325.64 feet, along the East line of said Section 10 to the Westerly line of Novi Road (relocated); thence 67.60 feet along a curve to the left, said curve having a radius of 281.73 feet, a central angle of 13°44'54" and a chord bearing and distance of South 44°59'58" East, 67.44 feet, along the Westerly right-of-way of Old Novi Road (relocated); thence 358.08 feet along a curve to the left, said curve having a radius of 635.00 feet, a central angle of 32°18'36" and a chord bearing and distance of South 17°44'24" West, 353.36 feet, along the Westerly right-of-way of Novi Road (relocated), to the POINT OF BEGINNING. All of the above containing 19.850 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the right of the public in 12 1/2 Mile Road and Old Novi Road.

EXHIBIT B.

BOLINGBROOKE

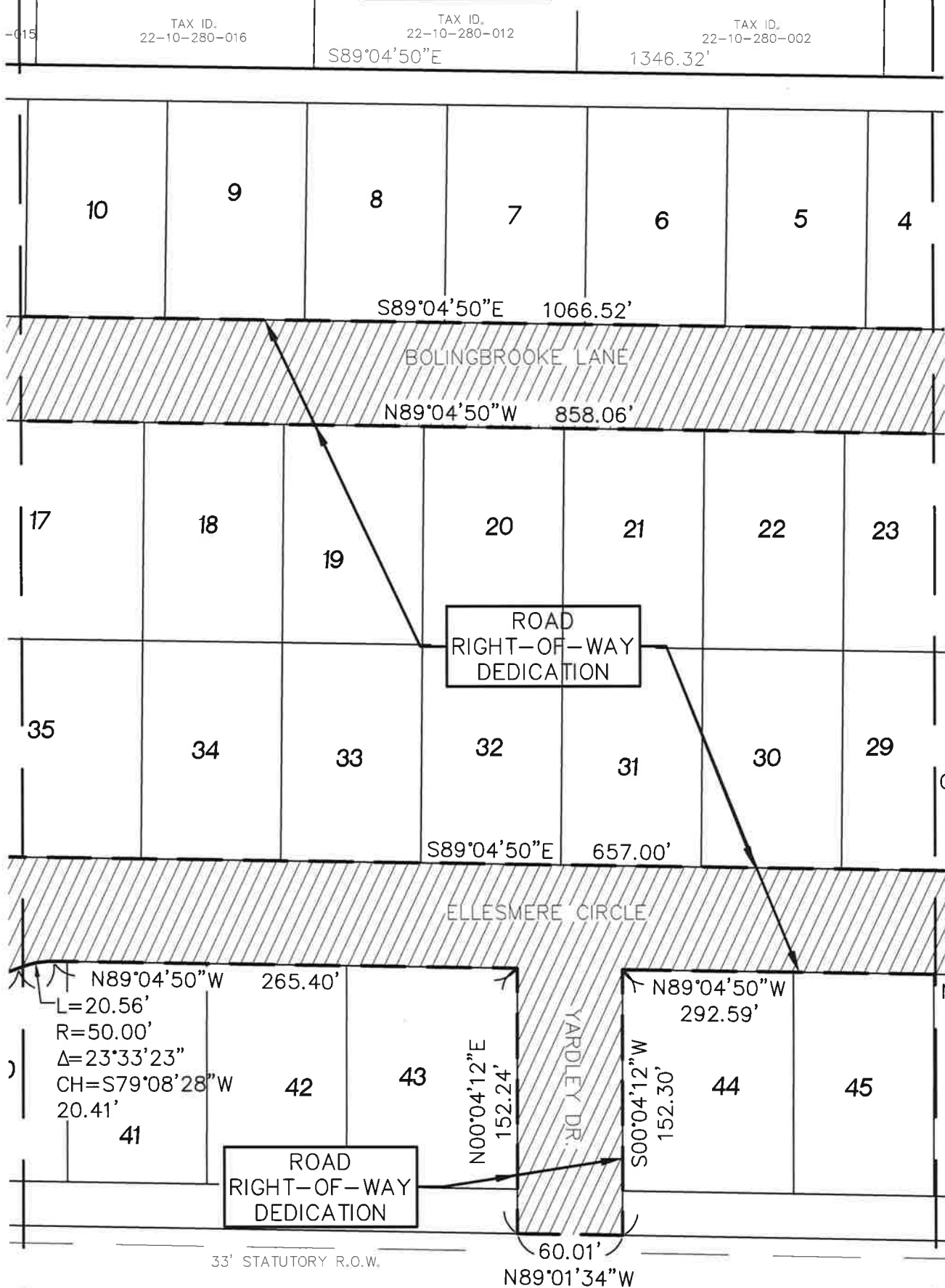
LEGAL DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION (INTERIOR ROADS)

A Road Right-of-Way Dedication located in a part of the Northeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 10; thence North 89°01'34" West, 59.99 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road; thence 358.08 feet along a curve to the right, said curve having a radius of 635.00 feet, a central angle of 32°18'35" and a chord bearing and distance of North 17°44'24" East, 353.36 feet; thence 203.28 feet along a curve to the right, said curve having a radius of 281.73 feet, a central angle of 41°20'29" and a chord bearing and distance of North 31°12'08" West, 198.90 feet, for a POINT OF BEGINNING "A"; thence 31.66 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 03°25'20" and a chord bearing and distance of South 89°12'30" West, 31.65 feet; thence North 89°04'50" West, 101.12 feet, for a reference POINT "A"; thence continuing North 89°04'50" West, 858.06 feet; thence 53.80 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 73°23'54" and a chord bearing and distance of South 54°13'12" West, 50.20 feet; thence 309.58 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 253°23'54" and a chord bearing and distance of North 35°46'48" West, 112.25 feet; thence South 89°04'50" East, 1066.52 feet; thence 26.05 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of 03°10'34" and a chord bearing and distance of North 89°19'53" East, 26.05 feet; thence Due South, 0.58 feet; thence 59.57 feet along a curve to the left, said curve having a radius of 281.73 feet, a central angle of 12°06'52" and a chord bearing and distance of South 04°28'24" East, 59.46 feet, to the Point of Beginning "A".

And also, commencing at said reference POINT "A", for a POINT OF BEGINNING "B"; thence South 00°36'29" West, 240.63 feet; thence 108.76 feet along a curve to the right, said curve having a radius of 69.00 feet, a central angle of 90°18'41" and a chord bearing and distance of South 45°45'49" West, 97.85 feet; thence North 89°04'50" West, 292.59 feet; thence South 00°04'12" West, 152.30 feet; thence North 89°01'34" West, 60.01 feet; thence North 00°04'12" East, 152.24 feet; thence North 89°04'50" West, 265.40 feet; thence 20.56 feet along a curve to the left, said curve having a radius of 50.00 feet, a central angle of 23°33'23" and a chord bearing and distance of South 79°08'28" West, 20.41 feet; thence 167.13 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 136°48'06" and a chord bearing and distance of North 44°14'11" West, 130.17 feet; thence 20.56 feet along a curve to the left, said curve having a radius of 50.00 feet, a central angle of 23°33'23" and a chord bearing and distance of North 12°23'11" East, 20.41 feet; thence North 00°36'29" East, 202.37 feet; thence South 89°04'50" East, 60.00 feet; thence South 00°36'29" West, 241.05 feet; thence 14.09 feet along a curve to the left, said curve having a radius of 9.00 feet, a central angle of 89°41'19" and a chord bearing and distance of South 44°14'11" East, 12.69 feet; thence South 89°04'50" East, 657.00 feet; thence 14.19 feet along a curve to the left, said curve having a radius of 9.00 feet, a central angle of 90°18'41" and a chord bearing and distance of North 45°45'49" East, 12.76 feet; thence North 00°36'29" East, 240.95 feet; thence South 89°04'50" East, 60.00 feet, to the Point of Beginning "B". All of the above containing 3.782 Acres.

EXHIBIT C.



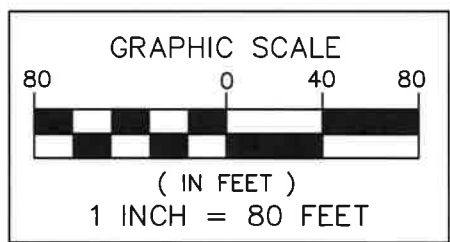
MATCHLINE SEE SHEET #4

MATCHLINE SEE SHEET #2

N89°01'34"W 1068.47'

12 1/2 MILE ROAD

EAST & WEST 1/4 LINE OF SECTION 10 AND
THE CENTERLINE OF 12 1/2 MILE ROAD.



R.O.W. DEDICATION
(INTERIOR ROADS)
(3.782) ACRES

RIGHT-OF-WAY DEDICATION (INTERIOR ROADS)

**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

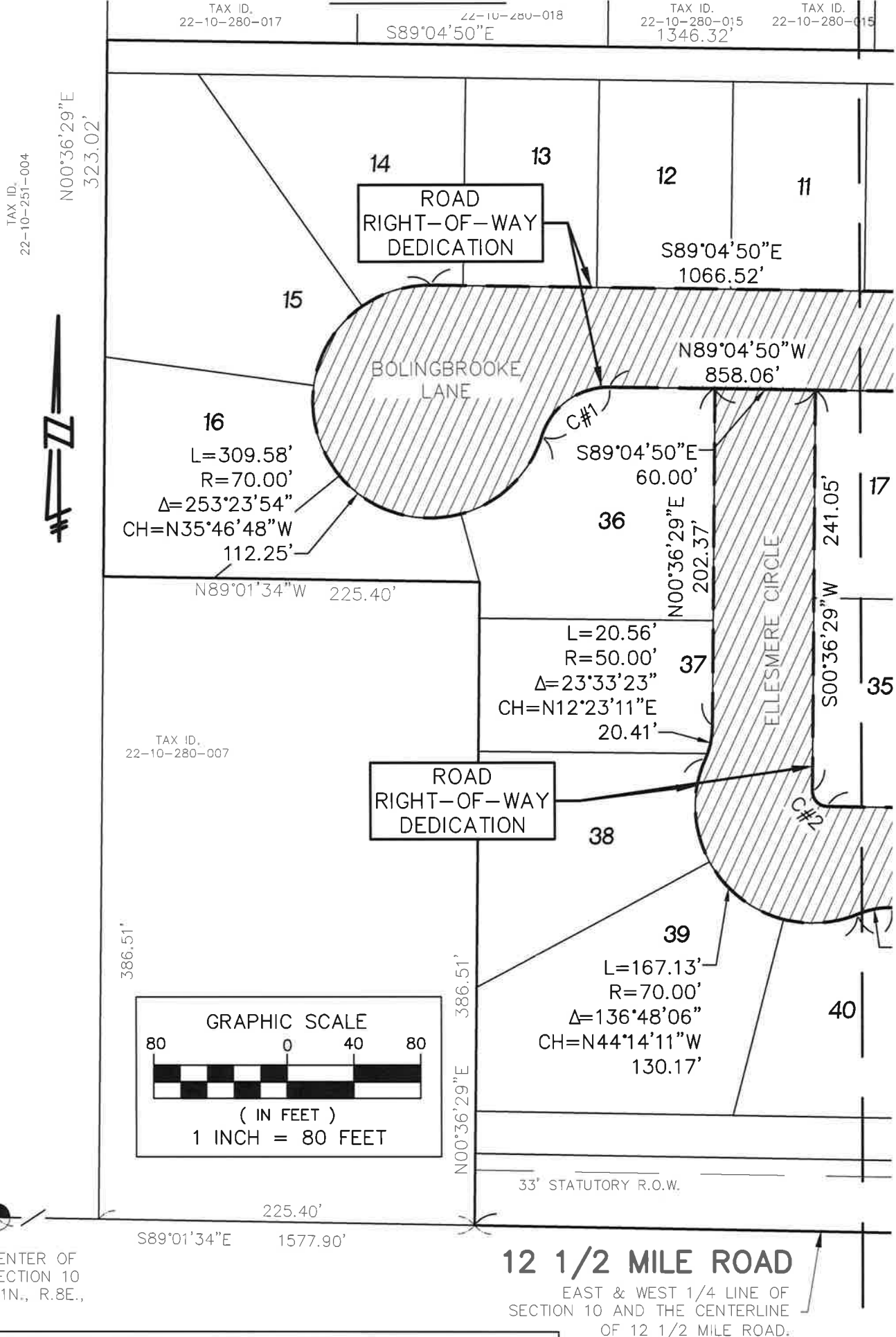
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

BOLINGBROOKE

SECTION 10, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

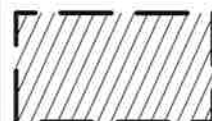
SCALE:	1" = 80'
DATE:	02-06-2017
JOB NO.:	01-016
DWG FILE:	01-016ROW-INT
DRAWN BY:	DFR
CHECK:	PK
SHEET:	3 OF 4

EXHIBIT C.



Curve Table

Curve #	Length	Radius	Delta	Chord	Dist.
C#1	53.80'	42.00'	073°23'54"	S54°13'12"W	50.20'
C#2	14.09'	9.00'	089°41'19"	S44°14'11"E	12.69'



R.O.W. DEDICATION (INTERIOR ROADS) (3.782 ACRES)

RIGHT-OF-WAY DEDICATION (INTERIOR ROADS)



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

BOLINGBROOKE

SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 80'
DATE: 02-06-2017
JOB NO.: 01-016
DWG FILE: 01-016ROW-INT
DRAWN BY: DFR
CHECK: PK
SHEET: 4 OF 4

SWORN STATEMENT

Owner M/I Homes of Michigan, LLC STATE OF MICHIGAN
 Project Bolingbrooke - Project COUNTY OF Oakland SS.
 General Contractor M/I Homes of Michigan, LLC

Period: Scott Schwanke being duly sworn, deposes and says that (company) M/I Homes of Michigan, llc
 is the (contractor) (subcontractor) for an improvement to the following described real property situated in the City of Novi, Michigan,
 From 1/1/2018 Oakland County, Michigan, described as follows: Bolingbrooke
 To 9/12/2022
 Request # _____

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) has (contracted)(subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

No.	Subcontractor / Supplier / Laborer	Type of Improvement	Total Contract	Change Orders	Adjusted Contract	Amount Paid	Amount Due	Retention	Balance to Complete
1	N/A	Land		\$ -	\$ -		\$ -	\$ -	\$ -
2		Geotechnical Consultant / Soil Borings		\$ -	\$ -		\$ -	\$ -	\$ -
3		Alta Survey / Boundary		\$ -	\$ -		\$ -	\$ -	\$ -
4		Survey - Topographic		\$ -	\$ -		\$ -	\$ -	\$ -
5		Traffic Study		\$ -	\$ -		\$ -	\$ -	\$ -
6		Wellands Investigation		\$ -	\$ -		\$ -	\$ -	\$ -
7		Engineering / Land Planning		\$ -	\$ -		\$ -	\$ -	\$ -
8		Administrative Fees - review/permit fees		\$ -	\$ -		\$ -	\$ -	\$ -
9		Landscape Design		\$ -	\$ -		\$ -	\$ -	\$ -
10		Condo Docs - survey/legal		\$ -	\$ -		\$ -	\$ -	\$ -
11		Soil Erosion Control Permits / Inspections		\$ -	\$ -		\$ -	\$ -	\$ -
12		Demolition		\$ -	\$ -		\$ -	\$ -	\$ -
13		Porta John		\$ -	\$ -		\$ -	\$ -	\$ -
14		Construction Survey / staking		\$ -	\$ -		\$ -	\$ -	\$ -
15		Sediment / Erosion Control - Silt Fence		\$ -	\$ -		\$ -	\$ -	\$ -
16		Tree protection		\$ -	\$ -		\$ -	\$ -	\$ -
17		Materials Testing		\$ -	\$ -		\$ -	\$ -	\$ -
18		Site Clearing - Clear & Grubb / Tree Removal		\$ -	\$ -		\$ -	\$ -	\$ -
19		Mass Grading / Excavation / Finish Grading		\$ -	\$ -		\$ -	\$ -	\$ -
20		Underground Utilities - Sanitary/water/storm sewer		\$ -	\$ -		\$ -	\$ -	\$ -
21	Nagle Paving	Roadways - Edge drain/underlayment/curbs/paving	\$ 178,440.00	\$ -	178,440.00	\$ 178,440.00	\$ -	\$ -	\$ -
22		Frontage road paving		\$ -	\$ -		\$ -	\$ -	\$ -
23		Unsuitable Soils/Undercuts		\$ -	\$ -		\$ -	\$ -	\$ -
24		Franchise Utilities - Electric/gas/phone/cable		\$ -	\$ -		\$ -	\$ -	\$ -
25		Storm basin access path		\$ -	\$ -		\$ -	\$ -	\$ -
26		Temporary roads/utilites		\$ -	\$ -		\$ -	\$ -	\$ -
27		Construction Sign		\$ -	\$ -		\$ -	\$ -	\$ -
28		Landscaping common areas		\$ -	\$ -		\$ -	\$ -	\$ -

FULL UNCONDITIONAL WAIVER

File No. _____

I/We have a contract with MI Homes of Michigan
(other contracting party)

to provide Asphalt paving

for the improvement to the property described as: Bolingbrooke Lane

Commonly known as: Bolingbrooke Lane

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are 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.

Asphalt Specialists

Company Name

Diane Palazzola

Signature of Lien Claimant

Signed on: September 13, 2022
(Date)

Diane Palazzola

Printed Name of Lien Claimant

Address: 1780 E. Highwood

Pontiac, MI 48340

Phone No: 248-334-4570

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



First American Title Insurance Company

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that M/I HOMES OF MICHIGAN, LLC, a Delaware limited liability company, whose address is 40950 Woodward, Ste. 203, Bloomfield Hills, Michigan 48304, conveys and warrants to 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, to wit:

{Described in Exhibits A,B,C.}

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and 00/100 (\$1.00) Dollars.

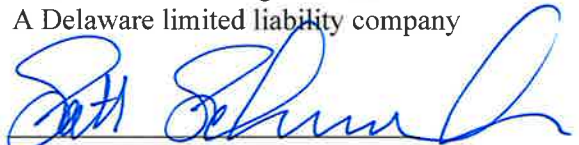
THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

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

In witness whereof, the undersigned has executed these presents this 14^m day of September, 2022.

Signed by

M/I Homes of Michigan, LLC,
A Delaware limited liability company



By: Scott Schwanke
Its: Area President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of September, 2022, by Scott Schwanke, the Area President, of M/I Homes of Michigan, LLC, a Delaware limited liability company on behalf of said corporation.

Brandon C.S. Guest
Brandon C.S. Guest
Notary Public, State of Michigan
Macomb County, Michigan
My Commission Expires: 01 | 20 | 2028

When Recorded Return to: Cortney Hanson, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela, Esq. Johnson, Rosati, Schultz & JoppEh 27555 W. Twelve Mile, Suite 250 Farmington Hills, MI 48331
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Part of Tax Parcel No. _____
Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A.

(SEE ATTACHED)

EXHIBIT A.

BOLINGBROOKE

LEGAL DESCRIPTION
SUBJECT PROPERTY

Combined Tax Id. 22-10-280-004, -005, 008 and parcel A

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EXHIBIT B.

BOLINGBROOKE

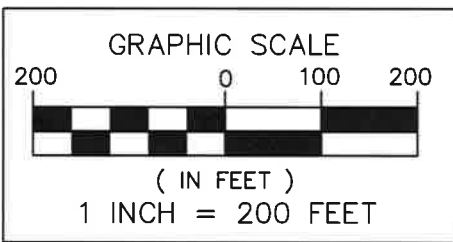
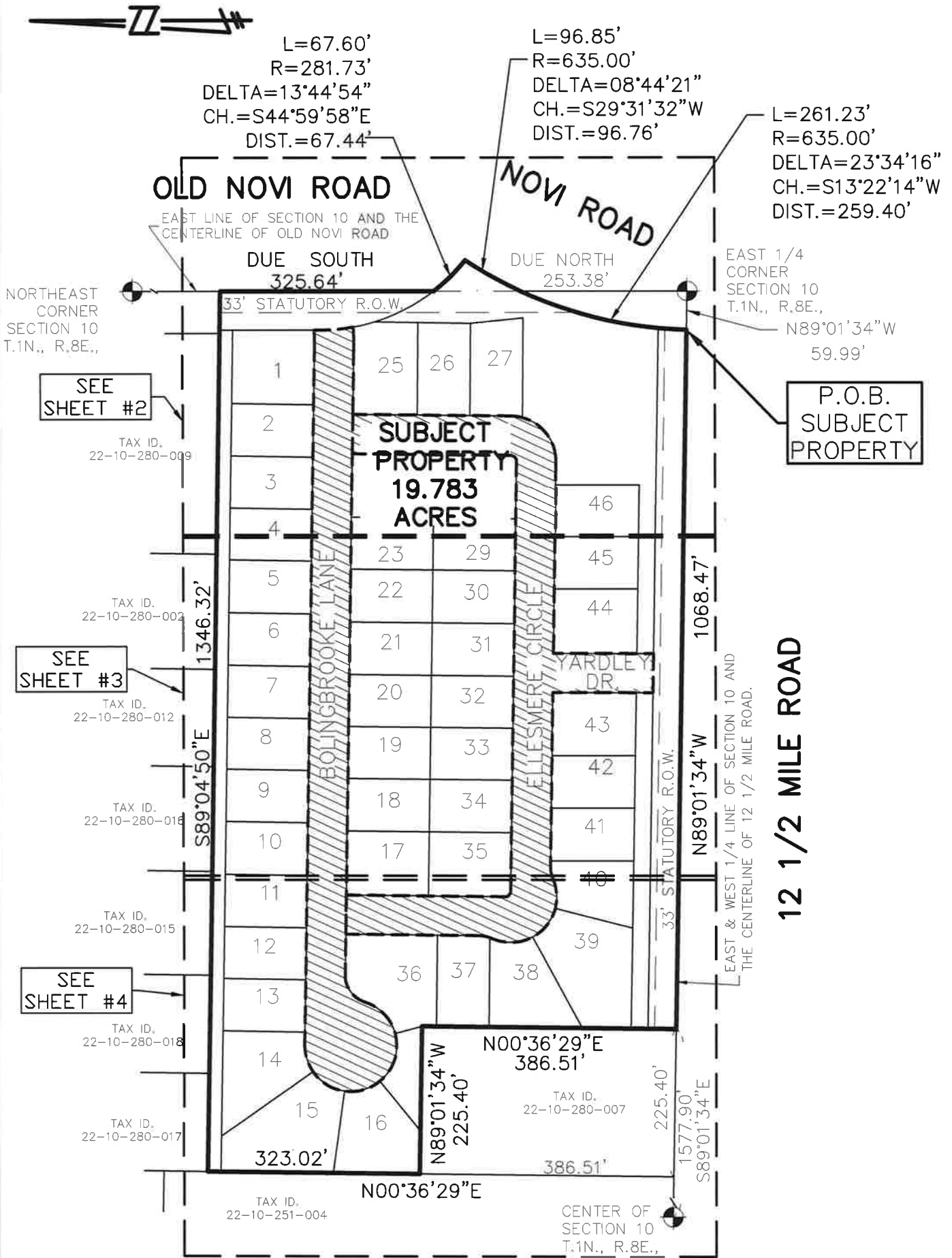
LEGAL DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION (INTERIOR ROADS)

A Road Right-of-Way Dedication located in a part of the Northeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 10; thence North 89°01'34" West, 59.99 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road; thence 358.08 feet along a curve to the right, said curve having a radius of 635.00 feet, a central angle of 32°18'35" and a chord bearing and distance of North 17°44'24" East, 353.36 feet; thence 203.28 feet along a curve to the right, said curve having a radius of 281.73 feet, a central angle of 41°20'29" and a chord bearing and distance of North 31°12'08" West, 198.90 feet, for a POINT OF BEGINNING "A"; thence 31.66 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 03°25'20" and a chord bearing and distance of South 89°12'30" West, 31.65 feet; thence North 89°04'50" West, 101.12 feet, for a reference POINT "A"; thence continuing North 89°04'50" West, 858.06 feet; thence 53.80 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 73°23'54" and a chord bearing and distance of South 54°13'12" West, 50.20 feet; thence 309.58 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 253°23'54" and a chord bearing and distance of North 35°46'48" West, 112.25 feet; thence South 89°04'50" East, 1066.52 feet; thence 26.05 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of 03°10'34" and a chord bearing and distance of North 89°19'53" East, 26.05 feet; thence Due South, 0.58 feet; thence 59.57 feet along a curve to the left, said curve having a radius of 281.73 feet, a central angle of 12°06'52" and a chord bearing and distance of South 04°28'24" East, 59.46 feet, to the Point of Beginning "A".

And also, commencing at said reference POINT "A", for a POINT OF BEGINNING "B"; thence South 00°36'29" West, 240.63 feet; thence 108.76 feet along a curve to the right, said curve having a radius of 69.00 feet, a central angle of 90°18'41" and a chord bearing and distance of South 45°45'49" West, 97.85 feet; thence North 89°04'50" West, 292.59 feet; thence South 00°04'12" West, 152.30 feet; thence North 89°01'34" West, 60.01 feet; thence North 00°04'12" East, 152.24 feet; thence North 89°04'50" West, 265.40 feet; thence 20.56 feet along a curve to the left, said curve having a radius of 50.00 feet, a central angle of 23°33'23" and a chord bearing and distance of South 79°08'28" West, 20.41 feet; thence 167.13 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 136°48'06" and a chord bearing and distance of North 44°14'11" West, 130.17 feet; thence 20.56 feet along a curve to the left, said curve having a radius of 50.00 feet, a central angle of 23°33'23" and a chord bearing and distance of North 12°23'11" East, 20.41 feet; thence North 00°36'29" East, 202.37 feet; thence South 89°04'50" East, 60.00 feet; thence South 00°36'29" West, 241.05 feet; thence 14.09 feet along a curve to the left, said curve having a radius of 9.00 feet, a central angle of 89°41'19" and a chord bearing and distance of South 44°14'11" East, 12.69 feet; thence South 89°04'50" East, 657.00 feet; thence 14.19 feet along a curve to the left, said curve having a radius of 9.00 feet, a central angle of 90°18'41" and a chord bearing and distance of North 45°45'49" East, 12.76 feet; thence North 00°36'29" East, 240.95 feet; thence South 89°04'50" East, 60.00 feet, to the Point of Beginning "B". All of the above containing 3.782 Acres.

EXHIBIT C.



**OVERALL SUBJECT PARCEL EXHIBIT AND SHEET INDEX
RIGHT-OF-WAY DEDICATION (INTERIOR ROADS)**

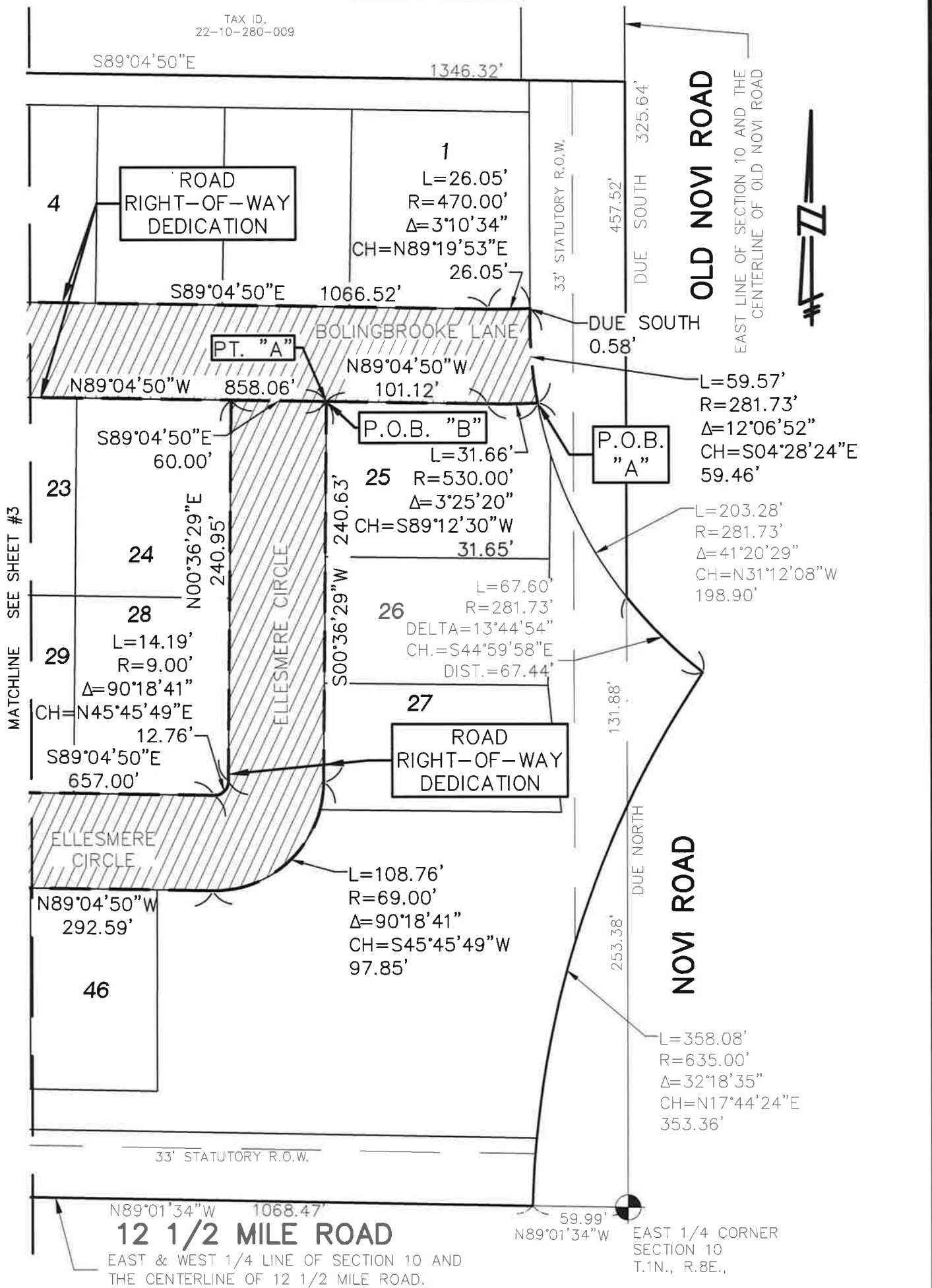
**SEIBER, KEAST
ENGINEERING, L.L.C.**
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

BOLINGBROOKE
SECTION 10, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

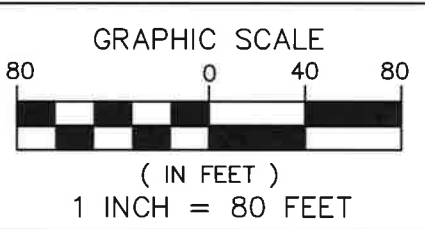
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DATE:	02-06-2017
JOB NO.:	01-016
DWG FILE:	01-016ROW-INT
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 4

EXHIBIT C.

TAX ID.
22-10-280-009



MATCHLINE SEE SHEET #3



R.O.W. DEDICATION (INTERIOR ROADS) (3.782) ACRES

RIGHT-OF-WAY DEDICATION (INTERIOR ROADS)

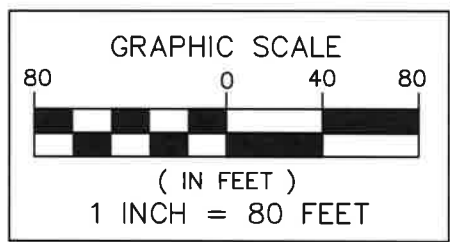
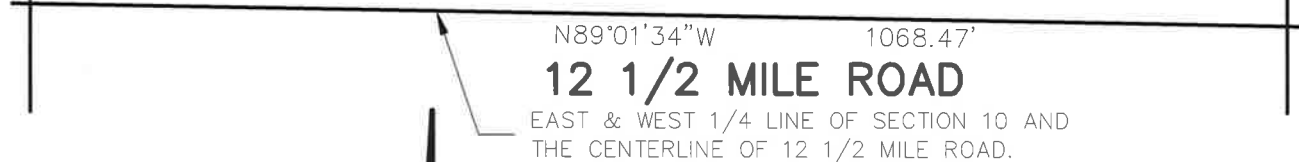
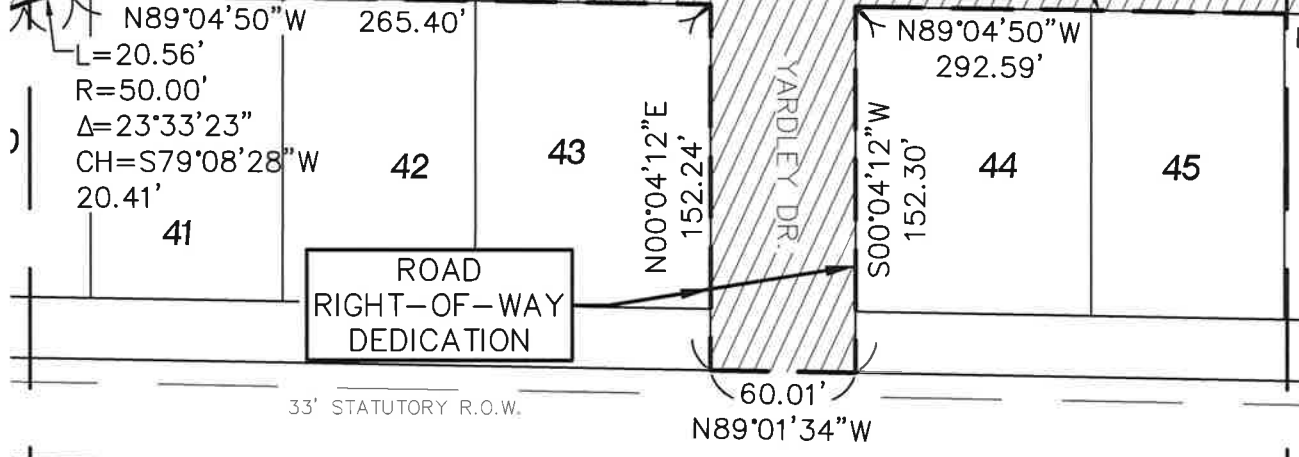
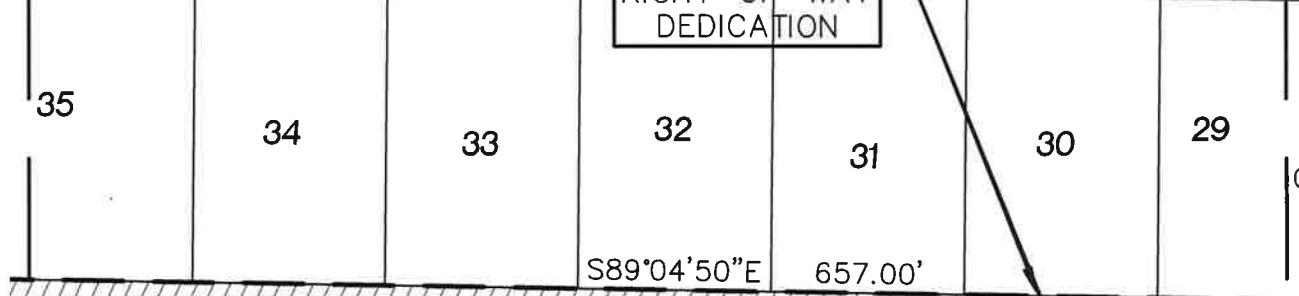
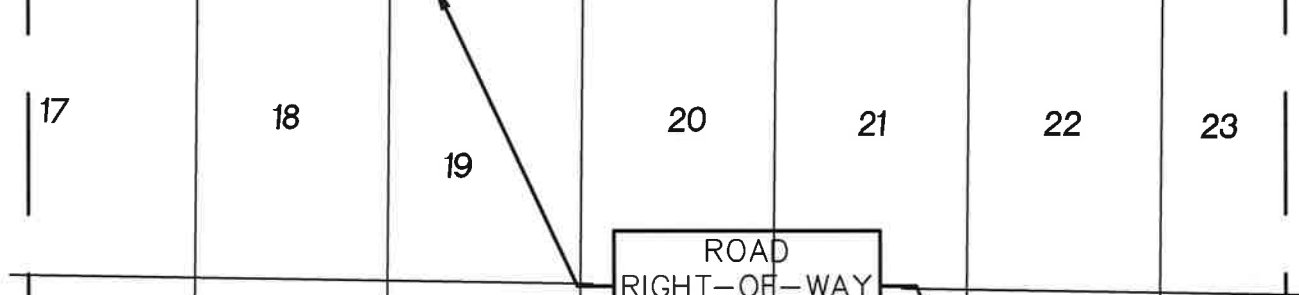
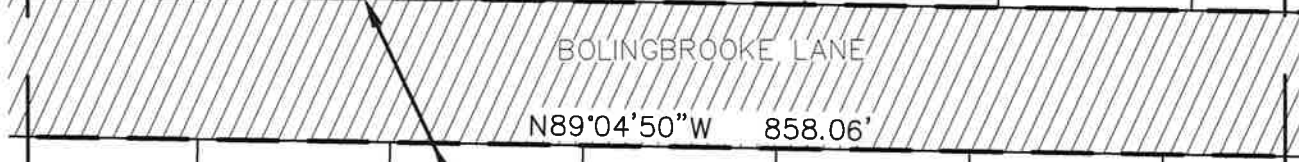
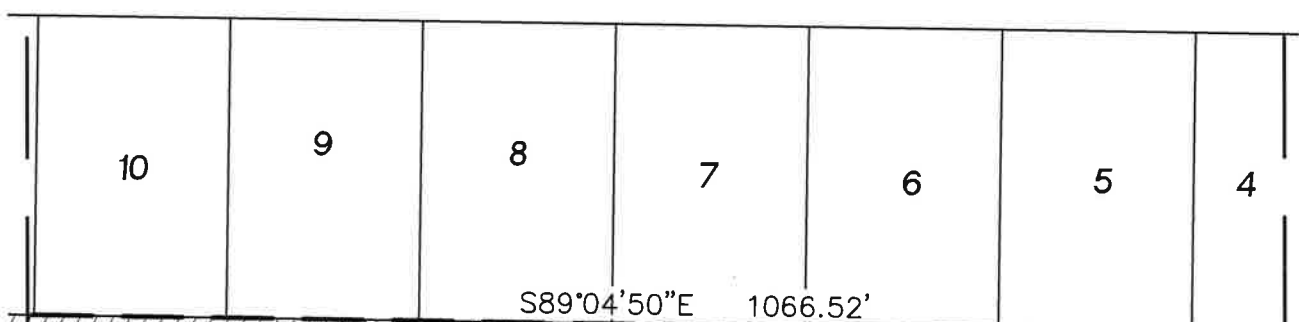
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PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

BOLINGBROOKE
SECTION 10, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 80'
DATE:	02-06-2017
JOB NO.:	01-016
DWG FILE:	01-016ROW-INT
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 4

EXHIBIT C.

TAX ID, 22-10-280-016	TAX ID, 22-10-280-012	TAX ID, 22-10-280-002
S89°04'50"E		1346.32'



R.O.W. DEDICATION (INTERIOR ROADS)
 (3.782) ACRES

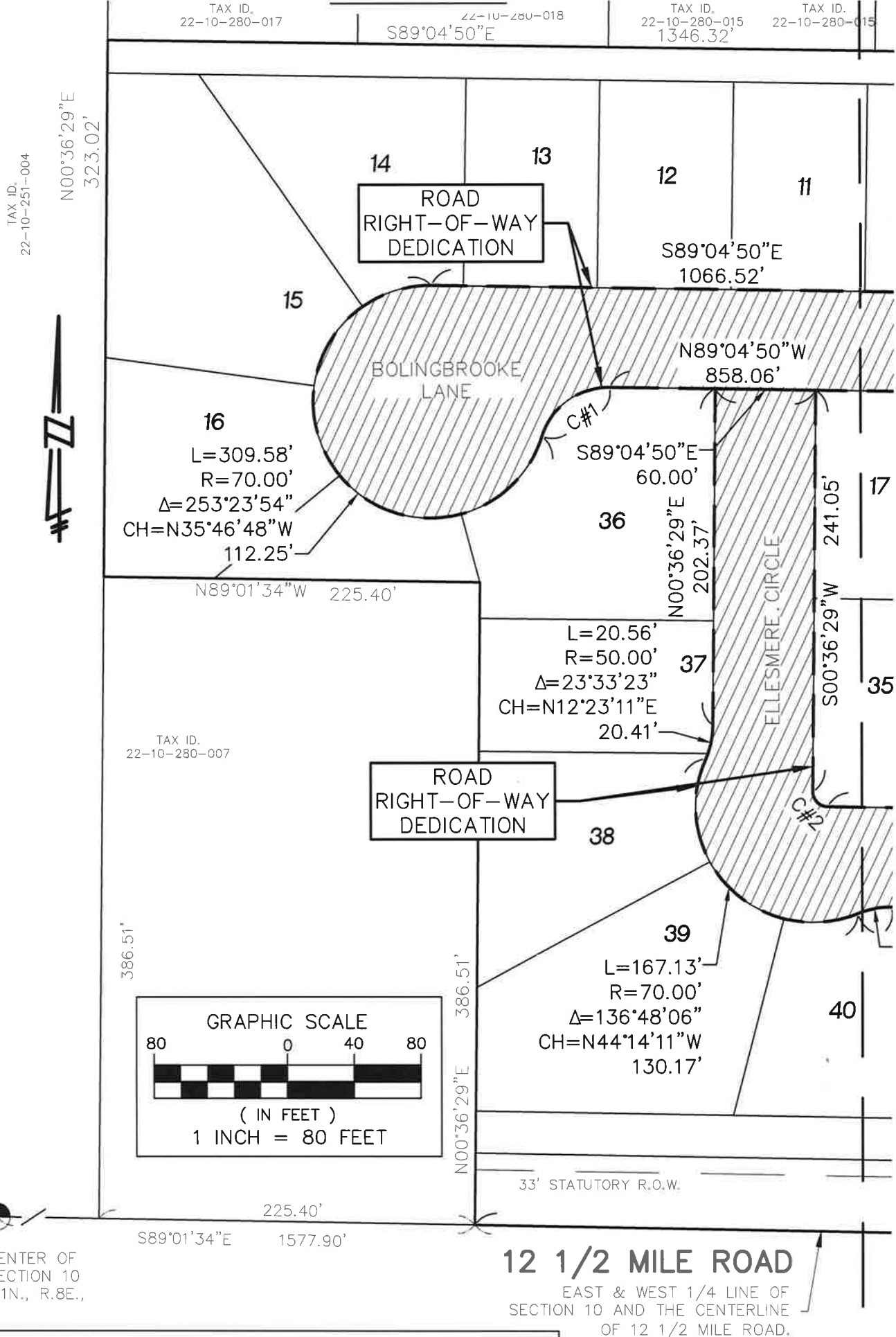
RIGHT-OF-WAY DEDICATION (INTERIOR ROADS)

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JOB NO.:	01-016
DWG FILE:	01-016ROW-INT
DRAWN BY:	DFR
CHECK:	PK
SHEET:	3 OF 4

EXHIBIT C.



Curve Table

Curve #	Length	Radius	Delta	Chord	Dist.
C#1	53.80'	42.00'	073°23'54"	S54°13'12"W	50.20'
C#2	14.09'	9.00'	089°41'19"	S44°14'11"E	12.69'



R.O.W. DEDICATION (INTERIOR ROADS) (3.782 ACRES)

RIGHT-OF-WAY DEDICATION (INTERIOR ROADS)



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

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PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

BOLINGBROOKE

SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 80'
DATE: 02-06-2017
JOB NO.: 01-016
DWG FILE: 01-016ROW-INT
DRAWN BY: DFR
CHECK: PK
SHEET: 4 OF 4



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

300 East Long Lake Road, Suite 300, Bloomfield Hills, Michigan, 48304,
(248)540-4102, mi.bloomfield@firstam.com

File No. 967158

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 EXTRACTIONAL 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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;
- (f) Schedule B, Part II—Exceptions

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;
 - (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.

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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 *less than the certain dollar amount set forth in any applicable arbitration clause*, 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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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 967158

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 300 East Long Lake Road, Suite 300,
Bloomfield Hills, MI 48304

Commitment No.: 967158

Issuing Office File No.: 967158

Property Address: Bolingbrooke Right of Way, Novi, MI 48377

Revision:

SCHEDULE A

1. Commitment Date: April 06, 2022 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: A natural person or legal entity to be determined
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

M/I Homes of Michigan, L.L.C., a Delaware limited liability company, as to Units 2, 7, 9, 11, and 35
The Owners of Units within Bolingbrooke Condominium, as to their percentage of interests in the
general and limited common elements, as to Units 1, 3 through 6, 8, 10, 12 through 34, and 36
through 46
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 967158

Commitment No.: 967158

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.
5. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by the Company and signed by or on behalf of all owners.
6. If the Company has been requested to limit the exception for rights of tenants to rights of tenant, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the company that there are no rights of first refusal or options to purchase in favor of any tenant.
7. Provide evidence of the purchase price and/or the amount of any mortgage to be insured and identify any Proposed insured. Once a Proposed insured has been identified, additional requirements and exceptions may be made.
This is a preliminary commitment. It is not effective and the Company assumes no liability until Schedule A of commitment is amended to include the name of the Proposed Insured and a proposed Policy Amount greater than \$0.00.
8. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
9. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
10. Pay unpaid taxes and assessments unless shown as paid.

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11. Information obtained from the City of Novi Assessor discloses that the subject land currently has no assessed value and there is no tax liability.

12. If the Land is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 967158

Commitment No.: 967158

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. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Mortgages, liens, interests and other encumbrances, if any, affecting the units with Bolingbrooke Condominium.
8. Right of Way in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 29 of Miscellaneous Records, page 88.
9. The rights of Co-Owners and the Administering Body as set forth in the Master Deed and Act 59 of the Public Acts of 1978 as amended. The rights of Co-Owners and the Administering Body, easements, restrictions and other terms, covenants and conditions set forth in the Master Deed and Exhibits thereto recorded in Liber 51425, page 378. First Amendment to Master Deed recorded in

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Liber 51599, page 391. Second Amendment to Master Deed recorded in Liber 52054, page 789, Oakland County Records, and any amendments thereto.

10. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
11. Rights of tenants, if any, under any unrecorded leases.
12. Lien for outstanding water or sewer charges, if any.

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 <p>First American</p> <p>Schedule C</p>	<p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No:967158</p>
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Commitment No.: 967158

Land in the City of Novi, Oakland County, MI, described as follows:

Road Right-of-Way Dedication (Interior Roads)

A Road Right-of-Way Dedication located in a part of the Northeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 corner of said Section 10; thence North 89 degrees 01 minute 34 seconds West, 59.99 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road; thence 358.08 feet along a curve to the right, said curve having a radius of 635.00 feet, a central angle of 32 degrees 18 minutes 35 seconds and a chord bearing and distance of North 17 degrees 44 minutes 24 seconds East, 353.36 feet; thence 203.28 feet along a curve to the right, said curve having a radius of 281.73 feet, a central angle of 41 degrees 20 minutes 29 seconds and a chord bearing and distance of North 31 degrees 12 minutes 08 seconds West, 198.90 feet, for a POINT OF BEGINNING "A"; thence 31.66 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 03 degrees 25 minutes 20 seconds and a chord bearing and distance of South 89 degrees 12 minutes 30 seconds West, 31.65 feet; thence North 89 degrees 04 minutes 50 seconds West, 101.12 feet, for a reference POINT "A"; thence continuing North 89 degrees 04 minutes 50 seconds West, 858.06 feet; thence 53.80 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 73 degrees 23 minutes 54 seconds and a chord bearing and distance of South 54 degrees 13 minutes 12 seconds West, 50.20 feet; thence 309.58 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 253 degrees 23 minutes 54 seconds and a chord bearing and distance of North 35 degrees 46 minutes 48 seconds West, 112.25 feet; thence South 89 degrees 04 minutes 50 seconds East, 1066.52 feet; thence 26.05 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of 03 degrees 10 minutes 34 seconds and a chord bearing and distance of North 89 degrees 19 minutes 53 seconds East, 26.05 feet; thence Due South, 0.58 feet; thence 59.57 feet along a curve to the left, said curve having a radius of 281.73 feet, a central angle of 12 degrees 06 minutes 52 seconds and a chord bearing and distance of South 04 degrees 28 minutes 24 seconds East, 59.46 feet, to the Point of Beginning "A".

And also, commencing at said reference POINT "A", for a POINT OF BEGINNING "B"; thence South 00 degree 36 minutes 29 seconds West, 240.63 feet; thence 108.76 feet along a curve to the right, said curve having a radius of 69.00 feet, a central angle of 90 degrees 18 minutes 41 seconds and a chord bearing and distance of South 45 degrees 45 minutes 49 seconds West, 97.85 feet; thence North 89 degrees 04 minutes 50 seconds West, 292.59 feet; thence South 00 degree 04 minutes 12 seconds West, 152.30 feet; thence North 89 degrees 01 minute 34 seconds West, 60.01 feet; thence North 00 degree 04 minutes 12 seconds East, 152.24 feet; thence North 89 degrees 04 minutes 50 seconds West, 265.40 feet; thence 20.56 feet along a curve to the left, said curve having a radius of 50.00 feet, a central angle of 23 degrees 33 minutes 23 seconds and a chord bearing and distance of South 79 degrees 08 minutes 28 seconds West, 20.41 feet; thence 167.13 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 136 degrees 48 minutes 06 seconds and a chord bearing and distance of North 44 degrees 14 minutes 11 seconds West, 130.17 feet; thence 20.56 feet along a curve to the left, said curve having a radius of 50.00 feet, a central angle of 23 degrees 33 minutes 23 seconds and a chord bearing and distance of North 12 degrees 23 minutes 11 seconds East, 20.41 feet; thence North 00 degree 36 minutes 29 seconds East, 202.37 feet; thence South 89 degrees 04 minutes 50 seconds East, 60.00 feet; thence South 00 degree 36 minutes 29 seconds West, 241.05 feet; thence 14.09 feet along a curve to the left, said curve having a radius of 9.00 feet, a central angle of 89 degrees 41 minutes 19 seconds and a chord bearing

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and distance of South 44 degrees 14 minutes 11 seconds East, 12.69 feet; thence South 89 degrees 04 minutes 50 seconds East, 657.00 feet; thence 14.19 feet along a curve to the left, said curve having a radius of 9.00 feet, a central angle of 90 degrees 18 minutes 41 seconds and a chord bearing and distance of North 45 degrees 45 minutes 49 seconds East, 12.76 feet; thence North 00 degree 36 minutes 29 seconds East, 240.95 feet; thence South 89 degrees 04 minutes 50 seconds East, 60.00 feet, to the Point of Beginning "B".

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CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

Bolingbrooke Subdivision
Bolingbrooke Lane, Ellesmere Circle, and Yardley Drive

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 9, 2023, 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 Bolingbrooke Lane, Ellesmere Circle and Yardley 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 Bolingbrooke Lane, Ellesmere Circle and Yardley Drive were open to the public since October 2022.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Bolingbrooke Lane, Ellesmere Circle and Yardley 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 9th day of January, 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