



## CITY of NOVI CITY COUNCIL

**Agenda Item J**  
**March 13, 2017**

**SUBJECT:** Acceptance of a sidewalk easement from Hunter Pasteur Homes Dunhill Park, LLC, as part of the Dunhill Park development located north of Eight Mile Road and west of Beck Road (Parcel 22-32-400-014).

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

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

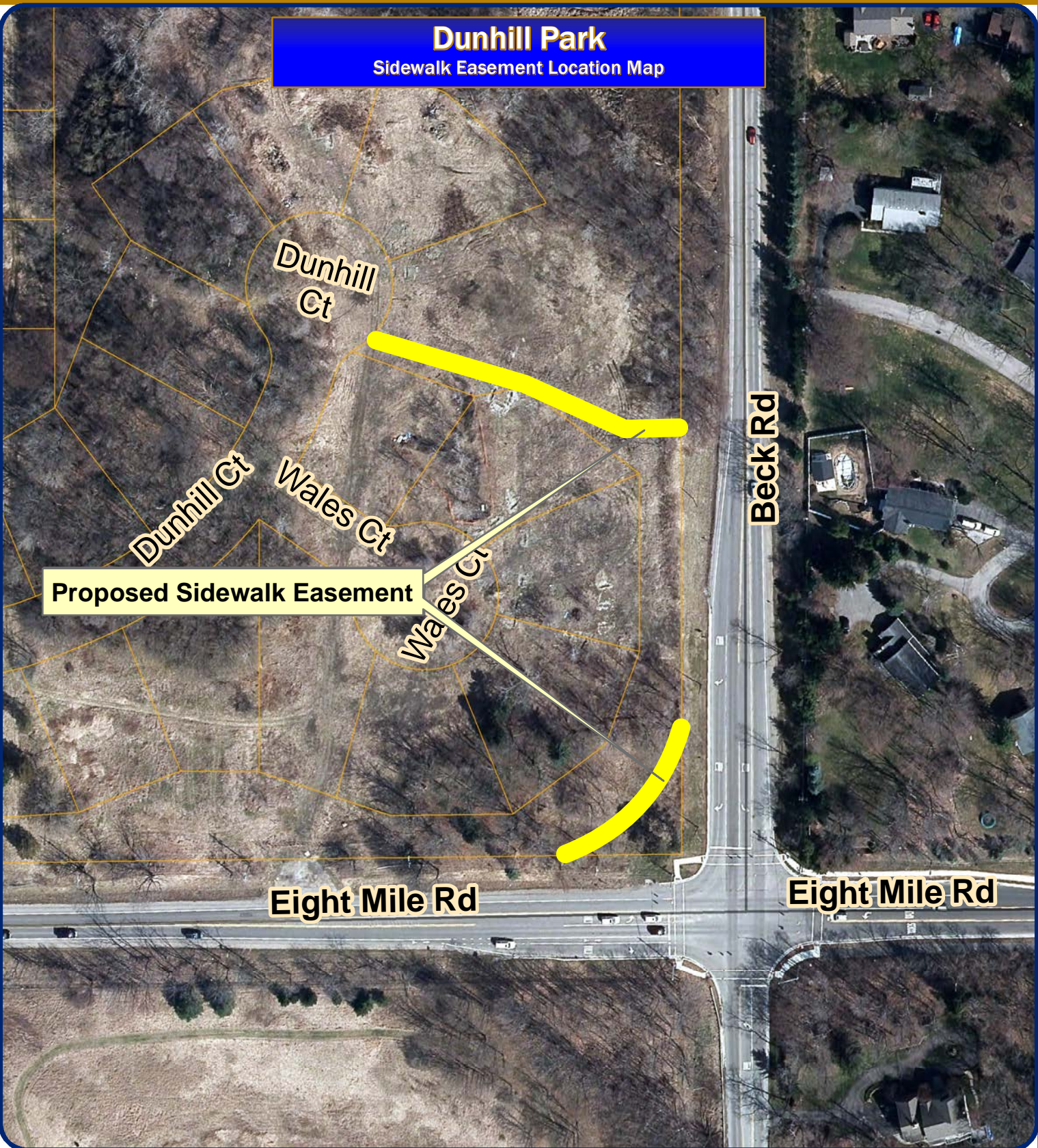
The developer of Dunhill Park is requesting the acceptance of a sidewalk easement to satisfy one of the conditions in the site plan approval. The approved site plan shows a sidewalk easement across private property to allow access from the Beck Road right-of-way.

The enclosed sidewalk easement has been favorably reviewed by the City Attorney (Beth Saarela's February 14, 2017 letter) and is recommended for approval.

**RECOMMENDED ACTION:** Acceptance of a sidewalk easement from Hunter Pasteur Homes Dunhill Park, LLC, as part of the Dunhill Park development located north of Eight Mile Road and west of Beck Road (Parcel 22-32-400-014).

# Dunhill Park

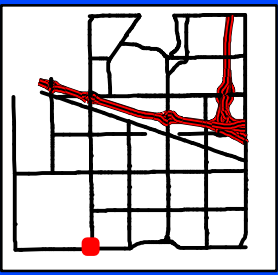
## Sidewalk Easement Location Map



Map Author: Theresa Bridges  
 Date: March 6, 2017  
 Project:  
 Version #:

Amended By:  
 Date:  
 Department:

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



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

Feet  
 0 25 50 100 150

1 inch = 125 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@jrslaw.com

www.jrslaw.com

February 14, 2017

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

**Re: Dunhill Park JSP15-0013  
Acceptance Documents**

Dear Mr. Melistas:

We have received and reviewed the following documents for Dunhill Park:

- Water System Easement (**Approved**)
- Sanitary Sewer System Easement (**Approved**)
- Sidewalk Easement (**Approved**)
- Bill of Sale – Water and Sanitary Sewer (**Approved**)
- Warranty Deed –Beck Road ROW – (**Approved**)
- Title Commitment

**Water and Sanitary Sewer System Easements**

Hunter Pasteur Homes Dunhill Park, LLC, seeks to convey the Water System Easement, Sanitary Sewer System Easement and corresponding Bill of Sale for water main and sanitary sewer facilities serving the Dunhill Park Residential Site Condominium Development. We have reviewed and approve the format and language of the above Water System and Sanitary Sewer System Easements and corresponding Bill of Sale. The easement documents are consistent with the title commitment provide. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Maintenance and Guarantee Bond posted has been reviewed and approved by the City's Bond Coordinator. The Bond is in place to guarantee the materials and workmanship of the water system facilities for two years from the date of acceptance.

George Melistas, Engineering Manager  
February 14, 2017  
Page 2

### **Sidewalk Easement**

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

### **Warranty Deed**

The Warranty Deed provided to the City for the adjacent Beck Road Right-of-Way is acceptable. The City Consulting Engineer has reviewed and approved the legal description. The Warranty Deed for the Beck Road Right-of Way may be placed on an upcoming City Council Agenda for acceptance. Once accepted by City Council, the original Warranty Deed should be recorded with the Oakland County Register of Deeds in the usual manner.

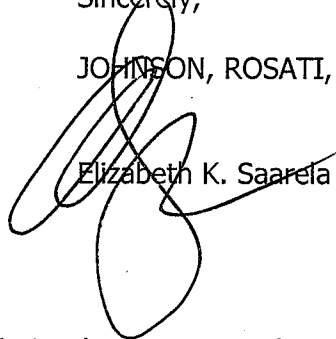
Once accepted pursuant to Affidavit of the City Engineer, the Water and Sanitary Sewer System Easements should be recorded with the Oakland County Register of Deeds in the usual manner. The Bill of Sale and Title Commitment should be retained in the City's file.

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

Sincerely,

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

Elizabeth K. Saarela



EKS

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

**SIDEWALK EASEMENT**

NOW ALL MEN BY THESE PRESENTS, that Hunter Pasteur Homes Dunhill Park LLC, whose address is 32300 Northwestern Highway, Suite 125, Farmington Hills, Michigan 48334, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 32, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

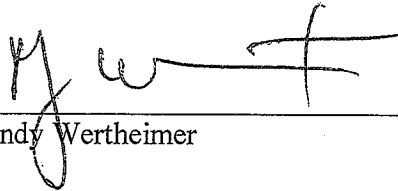
Exempt pursuant to MCLA 207.505(a)  
And MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 19<sup>th</sup> day of October, 2016

Signed by:

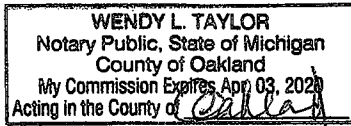
Hunter Pasteur Homes Dunhill Park LLC, a Michigan limited liability company

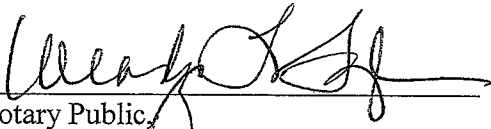


By: Randy Wertheimer

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

On this 19<sup>th</sup> day of October, 2016, before me, personally appeared the above named Randy Wertheimer the MANAGER of HUNTER PASTEUR HOMES, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as a free act and deed.



  
Notary Public,  
Acting in Oakland County, MI  
My commission expires: 4/3/2020

Drafted by:

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

When recorded return to:  
City of Novi  
City Clerk  
45175 W. Ten Mile Road.  
Novi, MI 48375

438616\_1.DOC

CONSENT TO EASEMENT

As the holder of a mortgage interest in and to the property referenced in the Sidewalk Easement, dated 10/19, 2016, attached hereto and incorporated as Exhibit A, whereby Hunter Pasteur Homes Dunhill Park LLC grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 19 day of October, 2016.

The PrivateBank and Trust Company, an Illinois State Chartered Bank

By: [Signature]  
(Print Name: Gregory Speaks)  
Its: Managing Director

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing Consent to Easement was acknowledged before me this 19<sup>th</sup> day of October, 2016, by Greg Speaks, the Managing Director of The Private Bank and Trust Company, a Michigan State Chartered Bank Illinois.

Wendy M. Wolcott  
Notary Public  
Acting in Oakland County, MI  
My commission expires: 10-01-2021

WENDY M. WOLCOTT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 1, 2021  
ACTING IN COUNTY OF Oakland

EXHIBIT A

"DUNHILL PARK"

LEGAL DESCRIPTION  
SUBJECT PROPERTY

PART OF THE SOUTHEAST 1/4 OF SECTION 32, T1N-R8E, CITY OF NOVI, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE N00°00'00"E 60.00 FEET ALONG THE EAST LINE OF SAID SECTION 32 AND THE CENTERLINE OF BECK ROAD; THENCE S89°25'00"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°25'00"W 974.64 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF EIGHT MILE ROAD; THENCE N00°00'00"E 1260.00 FEET; THENCE N89°25'00"E 330.00 FEET; THENCE S00°00'00"W 330.00 FEET; THENCE N89°25'00"E 644.64 FEET; THENCE S00°00'00"W 930.00 FEET TO THE POINT OF BEGINNING, CONTAINING 23.31 ACRES OF LAND, MORE OR LESS.



## EXHIBIT A

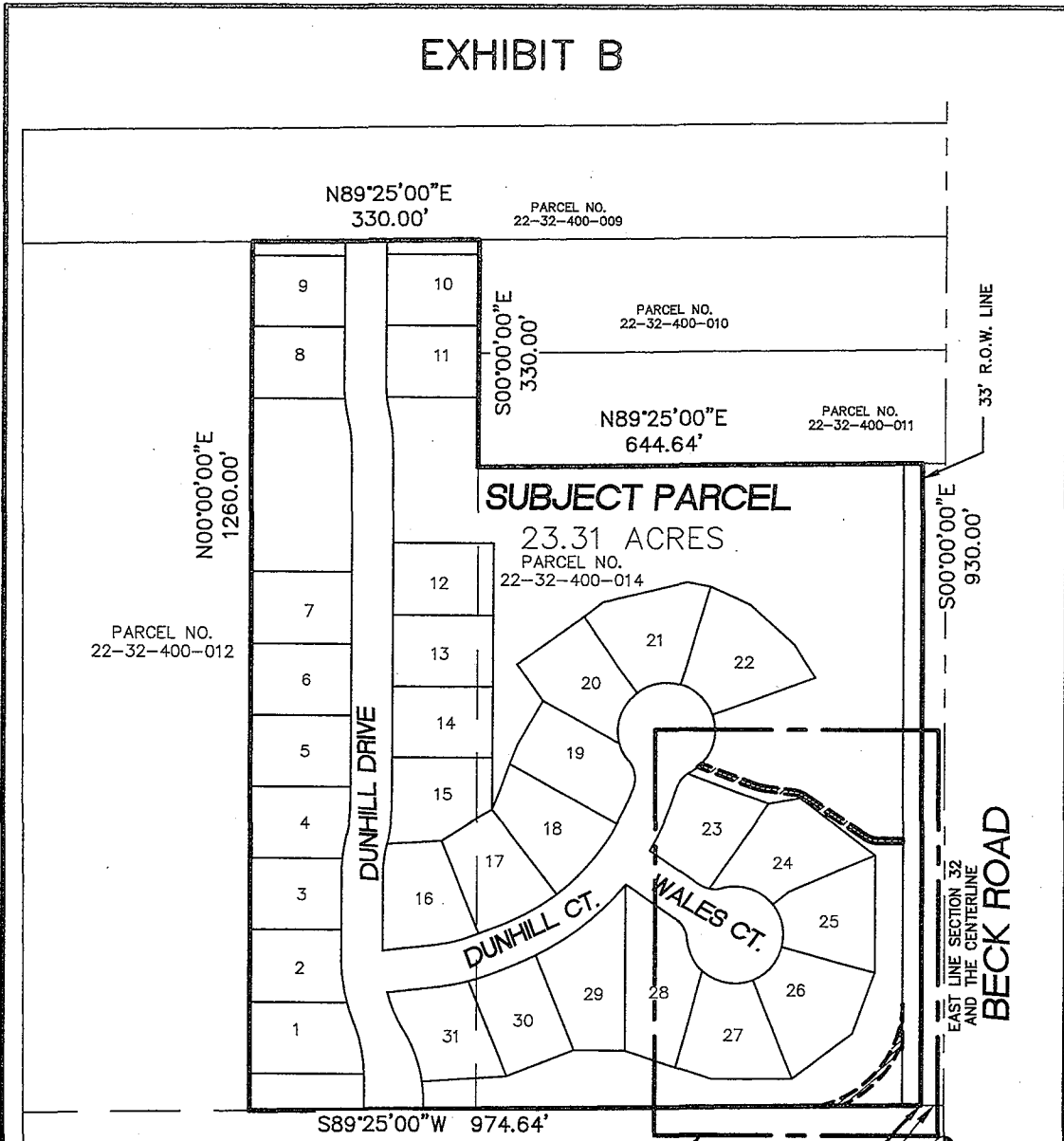
### "DUNHILL PARK"

#### LEGAL DESCRIPTION PATHWAY EASEMENT

A Pathway Easement located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 32; thence Due North, 60.00 feet, along the East line of Section 32 and centerline of "Beck Road"; thence South 89°25'00" West, 147.94 feet, along the Northerly Right-of-Way line of "Eight Mile Road", for a POINT OF BEGINNING "A"; thence continuing South 89°25'00" West, 32.64 feet; thence 206.04 feet along a curve to the left, said curve having a radius of 155.34 feet, a central angle of 75°59'50" and a chord bearing and distance of North 39°04'46" East, 191.26 feet, for a reference POINT "A"; thence Due South, 64.82 feet; thence Due West, 4.46 feet; thence 120.64 feet along a curve to the right, said curve having a radius of 164.08 feet, a central angle of 42°07'45" and a chord bearing and distance of South 45°03'01" West, 117.94 feet, to the Point of Beginning "A".

And also, commencing at said reference POINT "A"; thence Due North, 232.55 feet, for a POINT OF BEGINNING "B"; thence Due West, 35.93 feet; thence 20.91 feet along a curve to the right, said curve having a radius of 36.00 feet, a central angle of 33°16'59" and a chord bearing and distance of North 73°21'30" West, 20.62 feet; thence North 56°43'01" West, 106.76 feet; thence 15.49 feet along a curve to the left, said curve having a radius of 34.00, a central angle of 26°05'54" and a chord bearing and distance of North 69°45'58" West, 15.35 feet; thence North 82°48'55" West, 37.90 feet; thence 24.02 feet along a curve to the right, said curve having a radius of 106.00 feet, a central angle of 12°58'59" and a chord bearing and distance of North 76°19'26" West, 23.97 feet; thence North 69°49'56" West, 83.31 feet; thence 7.82 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 06°24'04" and a chord bearing and distance of North 46°35'15" East, 7.82 feet; thence South 69°49'56" East, 79.83 feet; thence 22.43 feet along a curve to the left, said curve having a radius of 99.00 feet, a central angle of 12°58'59" and a chord bearing and distance of South 76°19'26" East, 22.38 feet; thence South 82°48'55" East, 37.90 feet; thence 18.68 feet along a curve to the right, said curve having a radius of 41.00 feet, a central angle of 26°05'54" and a chord bearing and distance of South 69°45'58" East, 18.51 feet; thence South 56°43'01" East, 106.76 feet; thence 16.85 feet along a curve to the left, said curve having a radius of 29.00 feet, a central angle of 33°16'59" and a chord bearing and distance of South 73°21'30" East, 16.61 feet; thence Due East, 35.93 feet; thence Due South 7.00 feet, to the Point of Beginning "B". All of the above containing 0.090 Acres.

# EXHIBIT B



SOUTH LINE SECTION 32 AND THE CENTERLINE OF EIGHT MILE ROAD

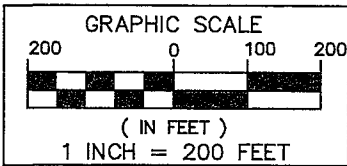
**EIGHT MILE ROAD**

SEE SHEET #2

**P.O.B.**

N89°25'00"E 33.00'

SE CORNER SECTION 32 TIN-R8E



**PATHWAY EASEMENT (0.090 ACRES)**

**SUBJECT PROPERTY AND SHEET INDEX**



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

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

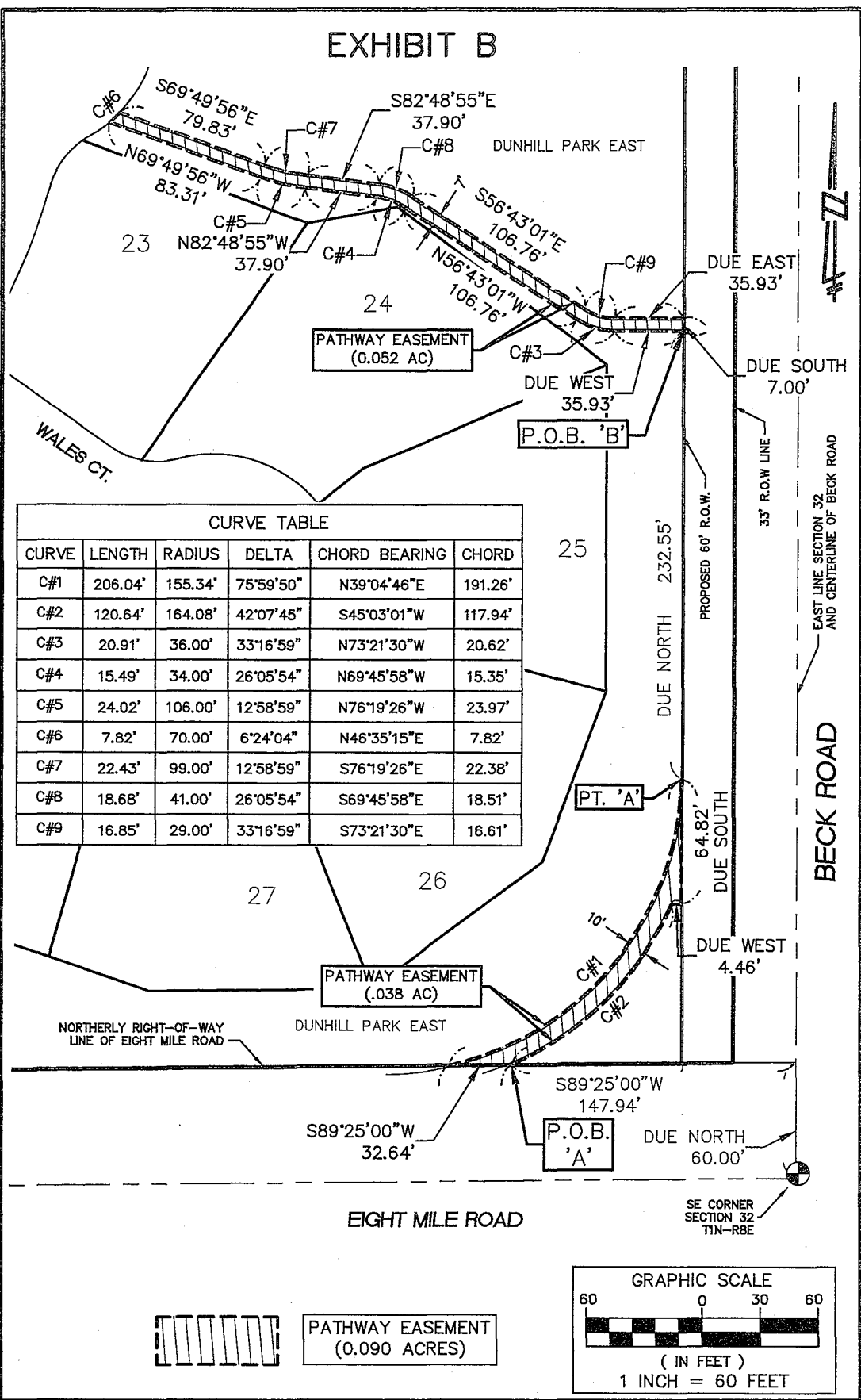
**DUNHILL PARK**

SECTION 32, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

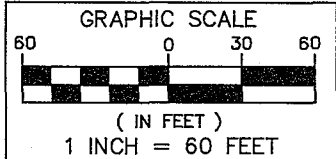
SCALE: 1" = 200'  
DATE: 08-24-2016  
JOB NO.: 14-011  
DWG FILE: 14-011ESMT-PATH  
DRAWN BY: AT, DFR  
CHECK: BE  
SHEET: 1 OF 2

P:\14-011 Dunhill Park-B Mt. & Beck\SUBD\DWG\14-011ESMT-PATH.dwg

# EXHIBIT B



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	206.04'	155.34'	75°59'50"	N39°04'46"E	191.26'
C#2	120.64'	164.08'	42°07'45"	S45°03'01"W	117.94'
C#3	20.91'	36.00'	33°16'59"	N73°21'30"W	20.62'
C#4	15.49'	34.00'	26°05'54"	N69°45'58"W	15.35'
C#5	24.02'	106.00'	12°58'59"	N76°19'26"W	23.97'
C#6	7.82'	70.00'	6°24'04"	N46°35'15"E	7.82'
C#7	22.43'	99.00'	12°58'59"	S76°19'26"E	22.38'
C#8	18.68'	41.00'	26°05'54"	S69°45'58"E	18.51'
C#9	16.85'	29.00'	33°16'59"	S73°21'30"E	16.61'



P:\V4-011 Dunhill Park-B Mts & Beck\ASSEMBLY\4-01ESMT-PATH.dwg

**SEIBER, KEAST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**DUNHILL PARK**  
SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'  
DATE: 08-24-16  
JOB NO.: 14-011  
DWG FILE: 14-011ESMT-PATH  
DRAWN BY: AT, DFR  
CHECK: BE  
SHEET: 2 OF 2

**SANITARY SEWER SYSTEM EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Hunter Pasteur Homes Dunhill Park LLC, a Michigan limited liability company, whose address is 32300 Northwestern Highway, Suite 125, Farmington Hills, MI 48334, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

*[See attached and incorporated Exhibit A]*

Tax Identification Number: 22-32-400-013 & 22-32-400-014

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for sanitary sewer, over, upon, across, in, through, and under the following described real property, to-wit:

*[See attached and incorporated Exhibit B]*

and to enter upon sufficient land adjacent to said sanitary sewer easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the sanitary sewer lines, and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sanitary sewer in the easement areas shown on the attached and incorporated Exhibit B.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 19th day of October, 2016

**HUNTER PASTEUR HOMES  
DUNHILL PARK LLC, a Michigan  
limited liability company**

By: [Signature]  
Randy Wertheimer  
Its: managing partner

STATE OF MICHIGAN )  
                                  )SS  
COUNTY OF OAKLAND)

On this 19th day of October, 2016, before me, personally appeared the above named, RANDY WERTHEIMER the MANAGER of Hunter Pasteur Homes Dunhill to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as a free act and deed.

WENDY L. TAYLOR  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Apr. 03, 2020  
Acting in the County of Oakland

[Signature]  
Notary Public  
Oakland County, MI  
My commission expires 4/3/2020

THIS INSTRUMENT DRAFTED BY:

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

AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk  
45175 Ten Mile  
Novi, Michigan 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Sanitary Sewer System Easement, dated \_\_\_\_\_, 20\_\_, attached hereto and incorporated as Exhibit A, whereby Hunter Pasteur Homes Dunhill Park LLC grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 19 day of October, 2016.

The PrivateBank and Trust Company, an Illinois State Chartered Bank.

By: [Signature]  
Its: Gregory Speaks  
Managing Director

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing Consent to Easement was acknowledged before me this 19<sup>th</sup> day of October, 2016, by Greg Speaks, the Managing Director of The Private Bank and Trust, a Michigan State Chartered Bank Company Illinois.

WENDY M. WOLCOTT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 1, 2021  
ACTING IN COUNTY OF Oakland

Wendy M. Wolcott  
Notary Public  
Oakland County, MI  
My commission expires: 10-01-2021

EXHIBIT A

"DUNHILL PARK"

LEGAL DESCRIPTION  
SUBJECT PROPERTY

PART OF THE SOUTHEAST 1/4 OF SECTION 32, T1N-R8E, CITY OF NOVI, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE N00°00'00"E 60.00 FEET ALONG THE EAST LINE OF SAID SECTION 32 AND THE CENTERLINE OF BECK ROAD; THENCE S89°25'00"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°25'00"W 974.64 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF EIGHT MILE ROAD; THENCE N00°00'00"E 1260.00 FEET; THENCE N89°25'00"E 330.00 FEET; THENCE S00°00'00"W 330.00 FEET; THENCE N89°25'00"E 644.64 FEET; THENCE S00°00'00"W 930.00 FEET TO THE POINT OF BEGINNING, CONTAINING 23.31 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

"DUNHILL PARK"

LEGAL DESCRIPTION  
SANITARY SEWER

A Sanitary Sewer Easement located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast corner of said Section 32; thence North 89°25'00" East, 840.58 feet, along the South Line of Section 32 and the Centerline of "Eight Mile Road"; thence Due North, 108.78 feet; thence 77.25 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°07'52" and a chord bearing and distance of North 11°03'56" West, 76.77 feet, for a POINT OF BEGINNING "A"; thence South 75°22'40" West, 15.00 feet; thence 23.22 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of 07°11'26" and a chord bearing and distance of North 18°32'09" West, 23.20 feet; thence 106.22 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 22°07'52" and a chord bearing and distance of North 11°03'56" West, 105.56 feet; thence Due North, 116.10 feet; thence 65.12 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 13°34'06" and a chord bearing and distance of North 06°47'03" East, 64.97 feet; thence 43.81 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of 13°34'06" and a chord bearing and distance of North 06°47'03" East, 43.71 feet; thence Due North, 334.08 feet; thence Due East, 15.00 feet, for a reference POINT "A"; thence Due South, 334.08 feet; thence 47.36 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 13°34'06" and a chord bearing and distance of South 06°47'03" West, 47.25 feet; thence 61.57 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 13°34'06" and a chord bearing and distance of South 06°47'03" West, 61.43 feet; thence Due South, 116.10 feet; thence 100.43 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 22°07'52" and a chord bearing and distance of South 11°03'56" East, 99.80 feet, for a reference POINT "B"; thence 25.18 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 07°12'52" and a chord bearing and distance of South 18°31'26" East, 25.17 feet, to the Point of Beginning "A".

And also, commencing at said reference POINT "A"; thence Due North, 173.88 feet, thence 43.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 12°33'36" and a chord bearing and distance of North 06°16'48" West, 43.76 feet; thence 33.17 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 07°18'38" and a chord bearing and distance of North 08°54'17" West, 33.15 feet, for a POINT OF BEGINNING "B"; thence Due West, 15.06 feet; thence 23.82 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 04°57'45" and a chord bearing and distance of North 02°28'52" West, 23.81 feet; thence Due North, 205.43 feet; thence North 89°25'00" East, 15.00 feet; thence Due South, 205.59 feet; thence 23.82 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 05°14'58" and a chord bearing and distance of South 02°37'29" East, 23.81 feet, to the Point of Beginning "B".

And also, commencing at said POINT "B"; thence North 58°53'26" East, 60.97 feet, for a POINT OF BEGINNING "C"; thence 15.27 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 04°22'33" and a chord bearing and distance of North 17°12'57" West, 15.27 feet; thence North 83°35'56" East, 81.26 feet; thence 70.35 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 15°30'13" and a chord bearing and distance of North 75°50'50" East, 70.14 feet; thence North 68°05'43" East,



## EXHIBIT B

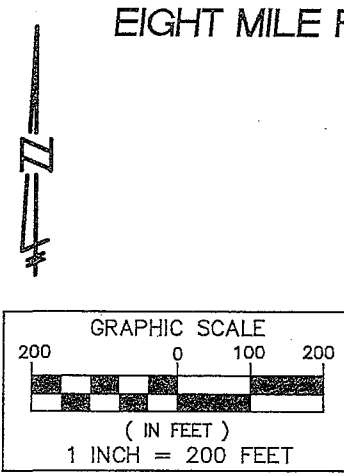
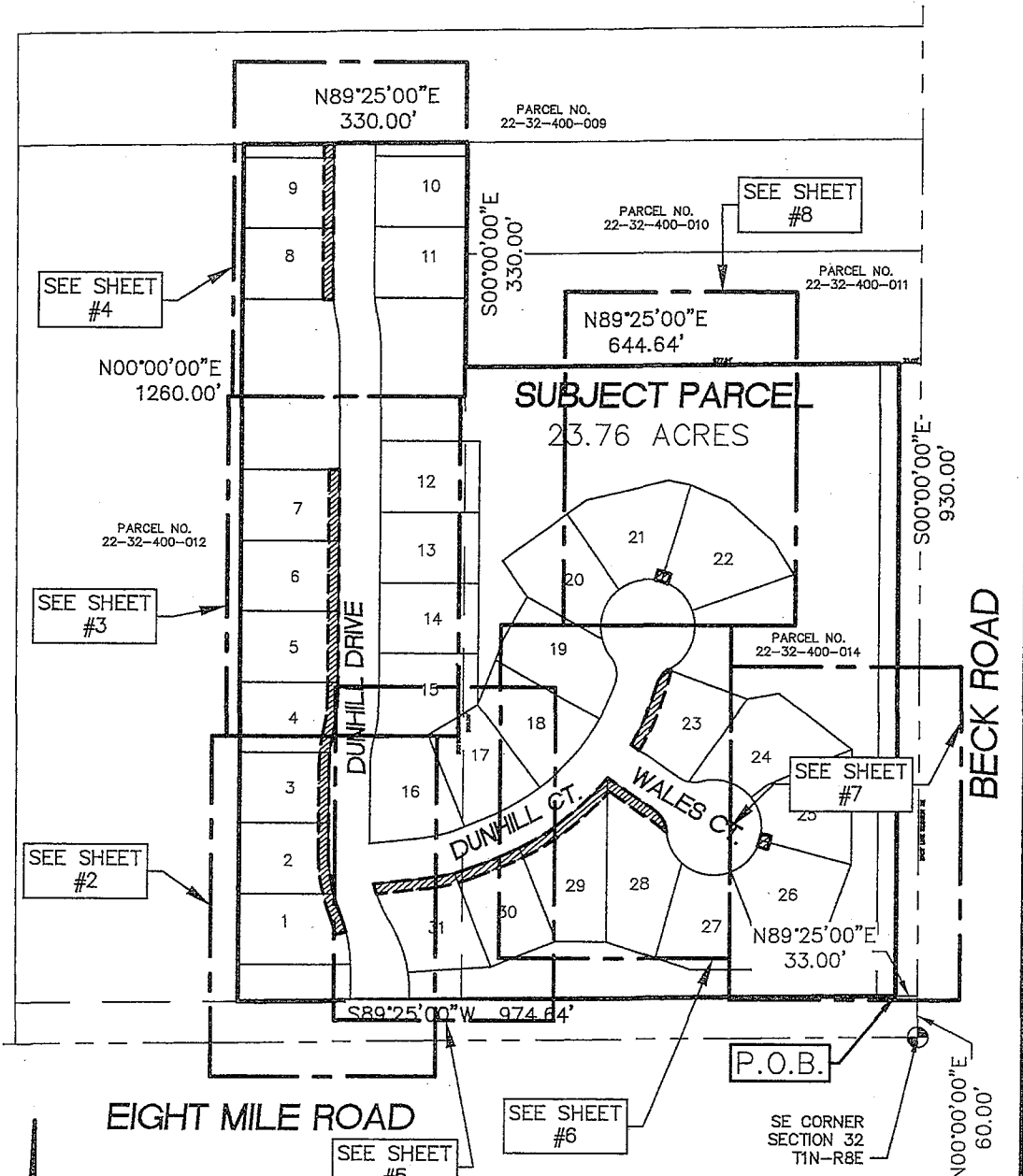
44.18 feet; thence 195.79 feet along a curve to the left, said curve having a radius of 390.00 feet, a central angle of 28°45'50" and a chord bearing and distance of North 53°42'48" East, 193.74 feet; thence South 55°04'49" East, 85.44 feet; thence 36.65 feet along a curve to the right, said curve having a radius of 42.00 feet, a central angle of 49°59'41" and a chord bearing and distance of South 30°04'59" East, 35.50 feet, for a reference POINT "C"; thence North 55°04'49" West, 103.96 feet; thence 189.41 feet along a curve to the right, said curve having a radius of 405.00 feet, a central angle of 26°47'47" and a chord bearing and distance of South 54°41'50" West, 187.69 feet; thence South 68°05'43" West, 44.18 feet; thence 74.41 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 15°30'13" and a chord bearing and distance of South 75°50'50" West, 74.19 feet; thence South 83°35'56" West, 78.40 feet, to the Point of Beginning "C".

And also, commencing at said reference POINT "C"; thence 185.78 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 152°03'47" and a chord bearing and distance of South 81°07'02" East, 135.86 feet, for a POINT OF BEGINNING "D"; thence 20.07 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 16°25'35" and a chord bearing and distance of North 14°38'17" East, 20.00 feet, for a reference POINT "D"; thence South 75°21'43" East, 15.13 feet; thence 20.05 feet along a curve to the right, said curve having a radius of 85.00 feet, a central angle of 13°30'46" and a chord bearing and distance of South 14°38'17" West, 20.00 feet; thence North 75°21'43" West, 15.13 feet, to the Point of Beginning "D".

And also, commencing at said reference POINT "D"; thence 136.22 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 111°30'00" and a chord bearing and distance of North 49°19'30" West, 115.72 feet; thence 36.65 feet along a curve to the right, said curve having a radius of 42.00 feet, a central angle of 49°59'41" and a chord bearing and distance of North 80°04'40" West, 35.50 feet; thence North 55°04'49" West, 70.39 feet, for a POINT OF BEGINNING "E"; thence North 55°04'49" West, 15.04 feet; thence 95.61 feet along a curve to the left, said curve having a radius of 390.00 feet, a central angle of 14°02'48" and a chord bearing and distance of North 23°29'05" East, 95.37 feet; thence 29.04 feet along a curve to the right, said curve having a radius of 42.00 feet, a central angle of 39°36'35" and a chord bearing and distance of North 36°15'59" East, 28.46 feet, for a reference POINT "E"; thence South 69°49'56" East, 4.50 feet; thence 126.95 feet along a curve to the right, said curve having a radius of 405.00 feet, a central angle of 17°57'36" and a chord bearing and distance of South 21°41'30" West, 126.43, to the Point of Beginning "E".

And also, commencing at said reference POINT "E"; thence 3.49 feet along a curve to the right, said curve having a radius of 42.00 feet, a central angle of 04°45'28" and a chord bearing and distance of North 58°27'00" East, 3.49 feet; thence 153.84 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 125°55'15" and a chord bearing and distance of North 02°07'54" West, 124.70 feet, for a POINT OF BEGINNING "F"; thence 20.07 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 16°25'35" and a chord bearing and distance of North 73°18'19" West, 20.00 feet; thence North 16°41'41" East, 15.13 feet; thence 20.05 feet along a curve to the right, said curve having a radius of 85.00 feet, a central angle of 13°30'46" and a chord bearing and distance of South 73°18'19" East, 20.00 feet; thence South 16°41'41" West, 15.13 feet, to the Point of Beginning "F". All of the above containing 0.539 acres.

# EXHIBIT B



**SANITARY SEWER EASEMENT**  
(0.539 ACRES)

### SUBJECT PROPERTY AND SHEET INDEX

**SEIBER, KEAST ENGINEERING, L.L.C.**  
 CONSULTING ENGINEERS  
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
 PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**DUNHILL PARK**

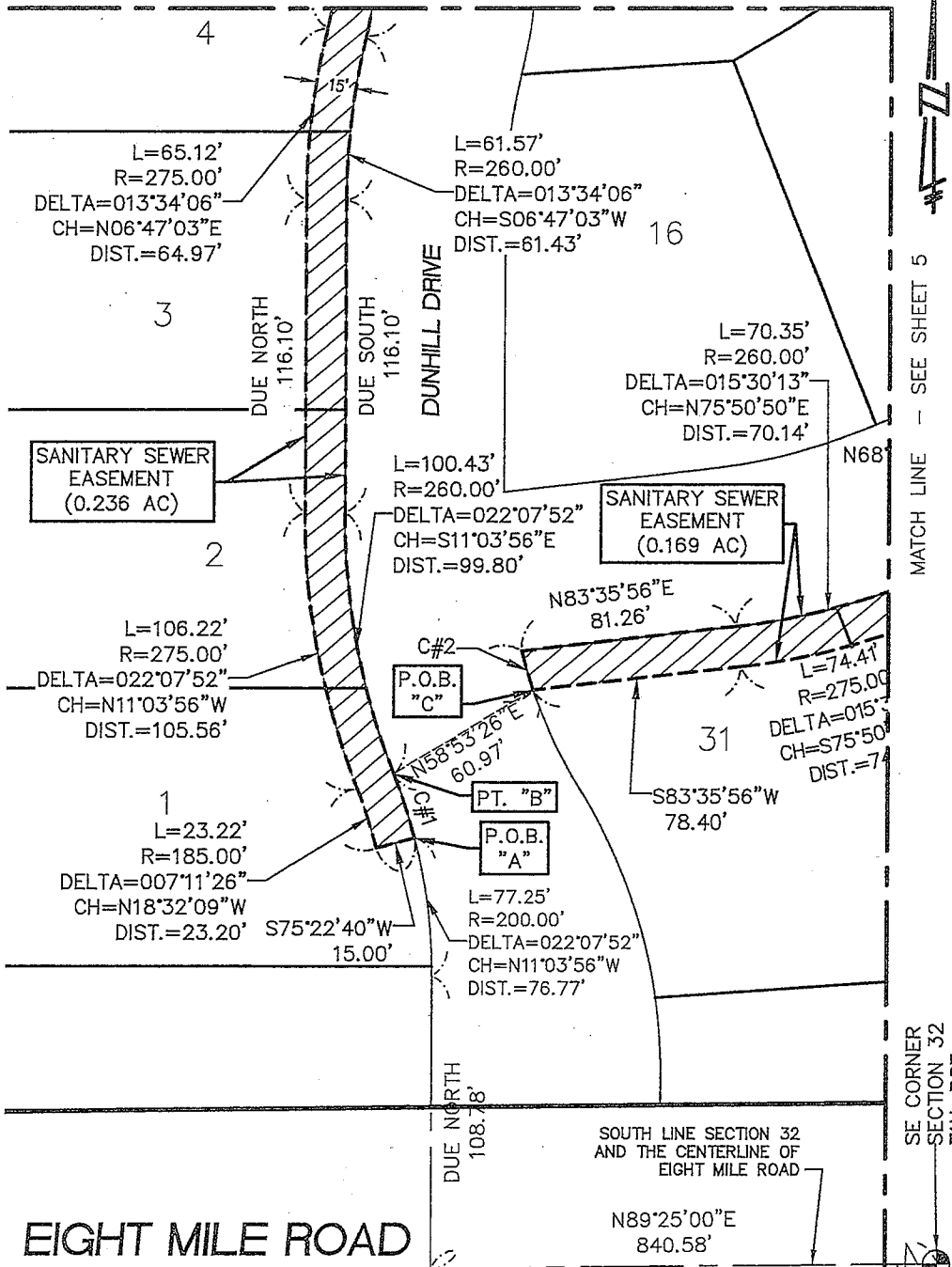
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 RANGE 8 EAST, CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

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DATE:	05-24-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-SAN
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	1 OF 8

P:\14-011 Dunhill Park-8 IAs & Beck\ESMT\14-011ESMT-500.dwg

# EXHIBIT B

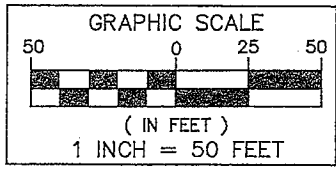
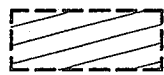
MATCH LINE - SEE SHEET 3



## EIGHT MILE ROAD

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	25.18'	200.00'	7°12'52"	S18°31'26"E	25.17'
C#2	15.27'	200.00'	42°22'33"	N17°12'57"W	15.27'

SANITARY SEWER EASEMENT  
(0.539 ACRES)



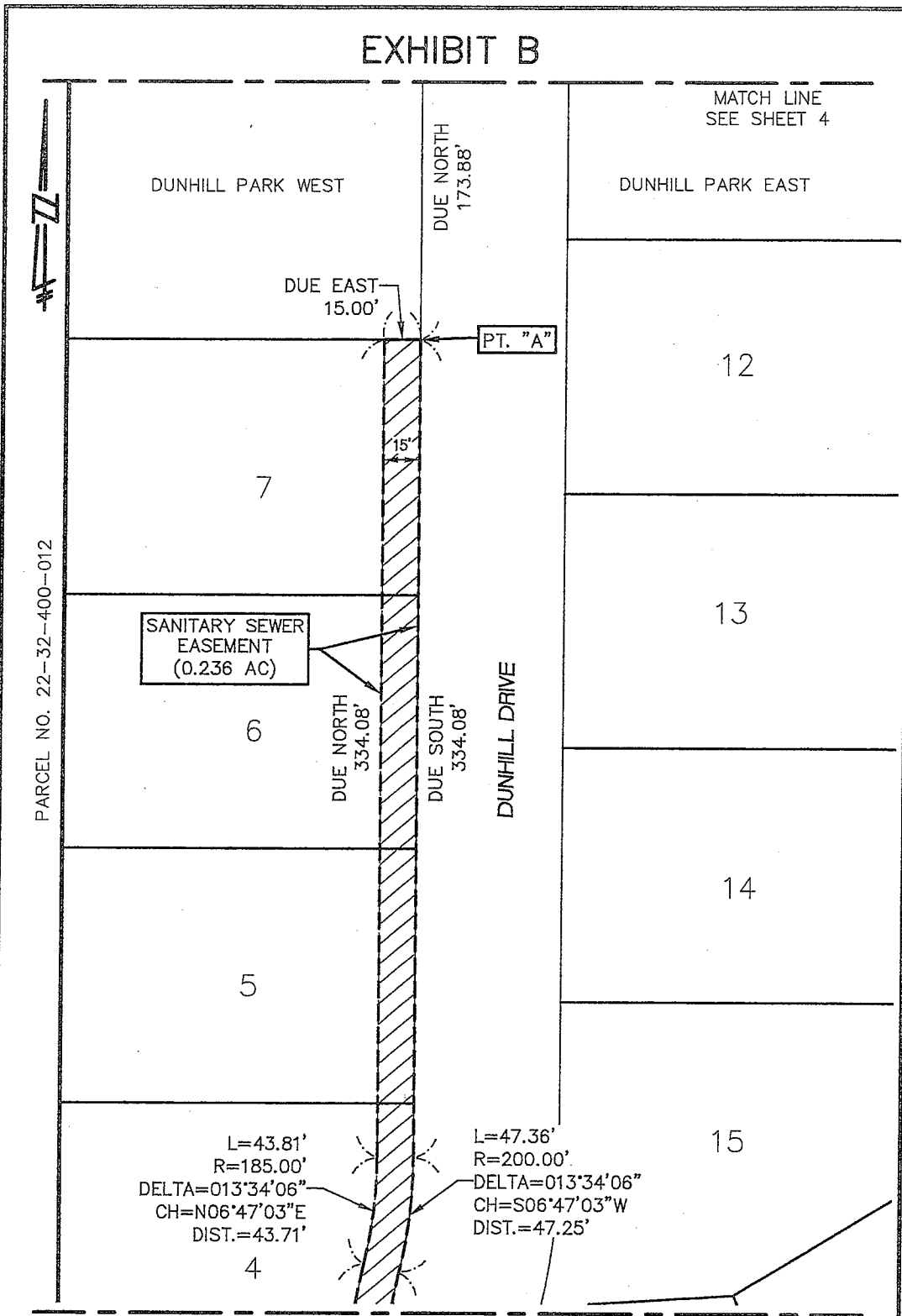
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**DUNHILL PARK**  
SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'  
DATE: 05-24-16  
JOB No.: 14-011  
DWG FILE: 14-011ESMT-SAN  
DRAWN BY: AT, DFR  
CHECK: BE  
SHEET: 2 OF 8

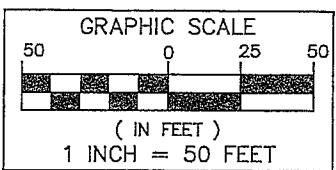
# EXHIBIT B



MATCH LINE  
SEE SHEET 4

PARCEL NO. 22-32-400-012

MATCH LINE - SEE SHEET 2



SANITARY SEWER EASEMENT  
(0.539 ACRES)

P:\14-011 Dunhill Park-8 Jms & Beck\ASBESTOS\14-011ESMT-SAN.dwg

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PHONE: 248.308.3331    EMAIL: INFO@SEIBERKEAST.COM

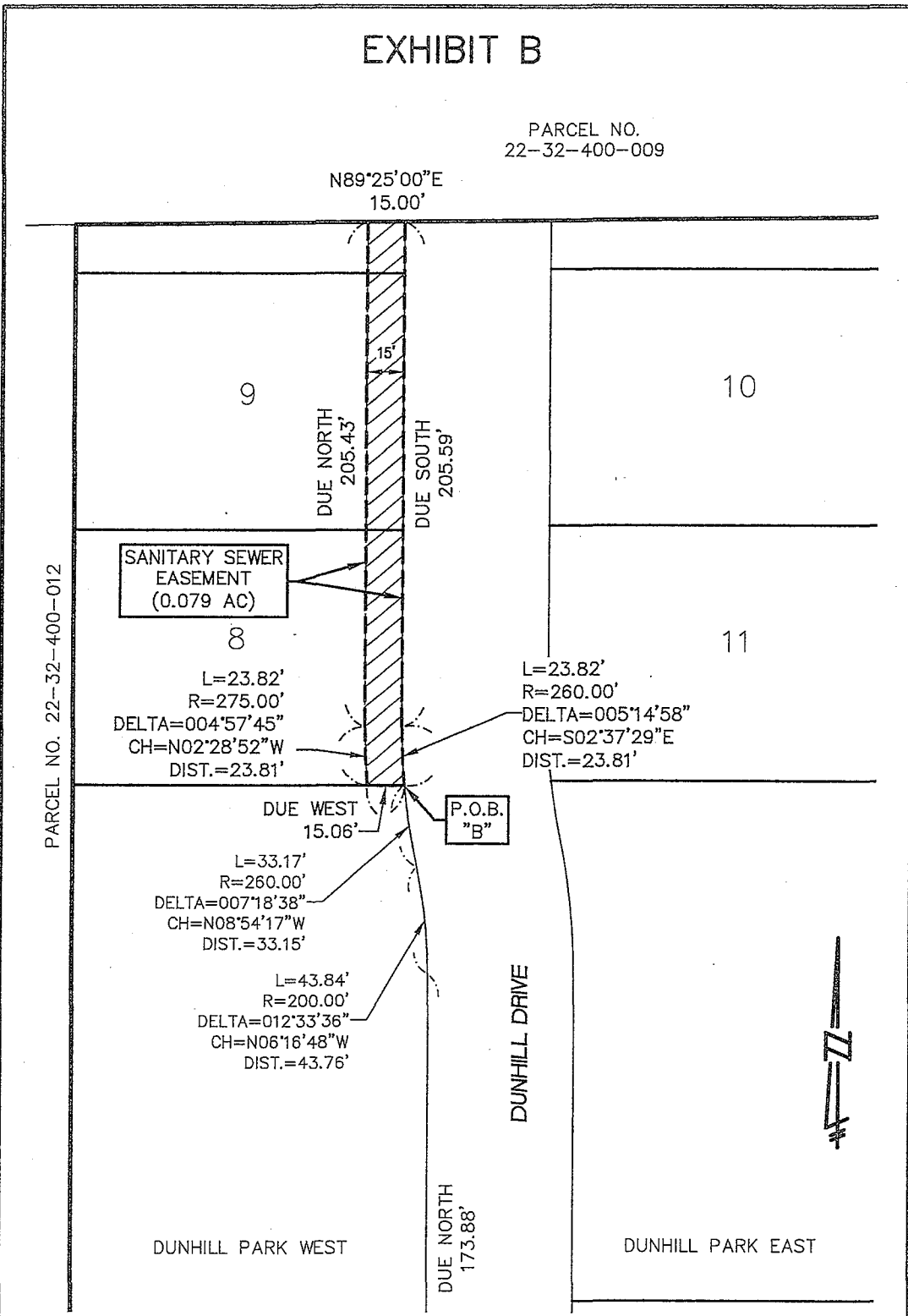
**DUNHILL PARK**

SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

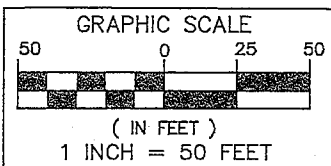
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DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	3 OF 8

# EXHIBIT B

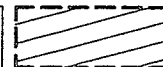
PARCEL NO.  
22-32-400-009



MATCH LINE - SEE SHEET 3



SANITARY SEWER EASEMENT  
(0.539 ACRES)



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PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

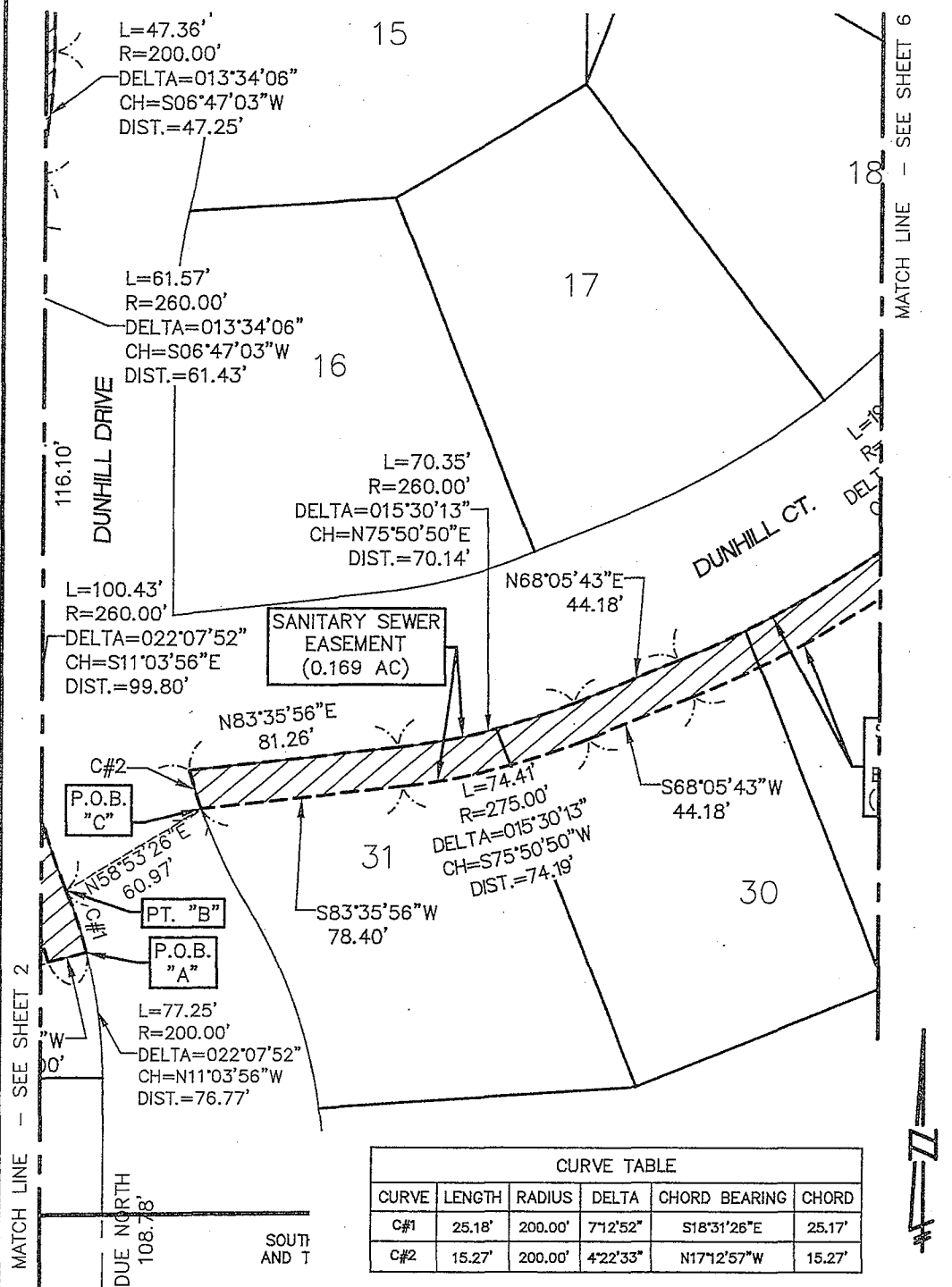
**DUNHILL PARK**

SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

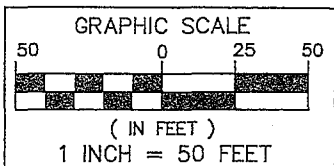
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DRAWN BY: AT, DFR  
CHECK: BE  
SHEET: 4 OF 8

P:\V-011 Dunhill Park-B MIT & Brock\ESMT\14-011ESMT-SAN.dwg

# EXHIBIT B



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	25.18'	200.00'	71°2'52"	S18°31'26"E	25.17'
C#2	15.27'	200.00'	4°22'33"	N17°12'57"W	15.27'



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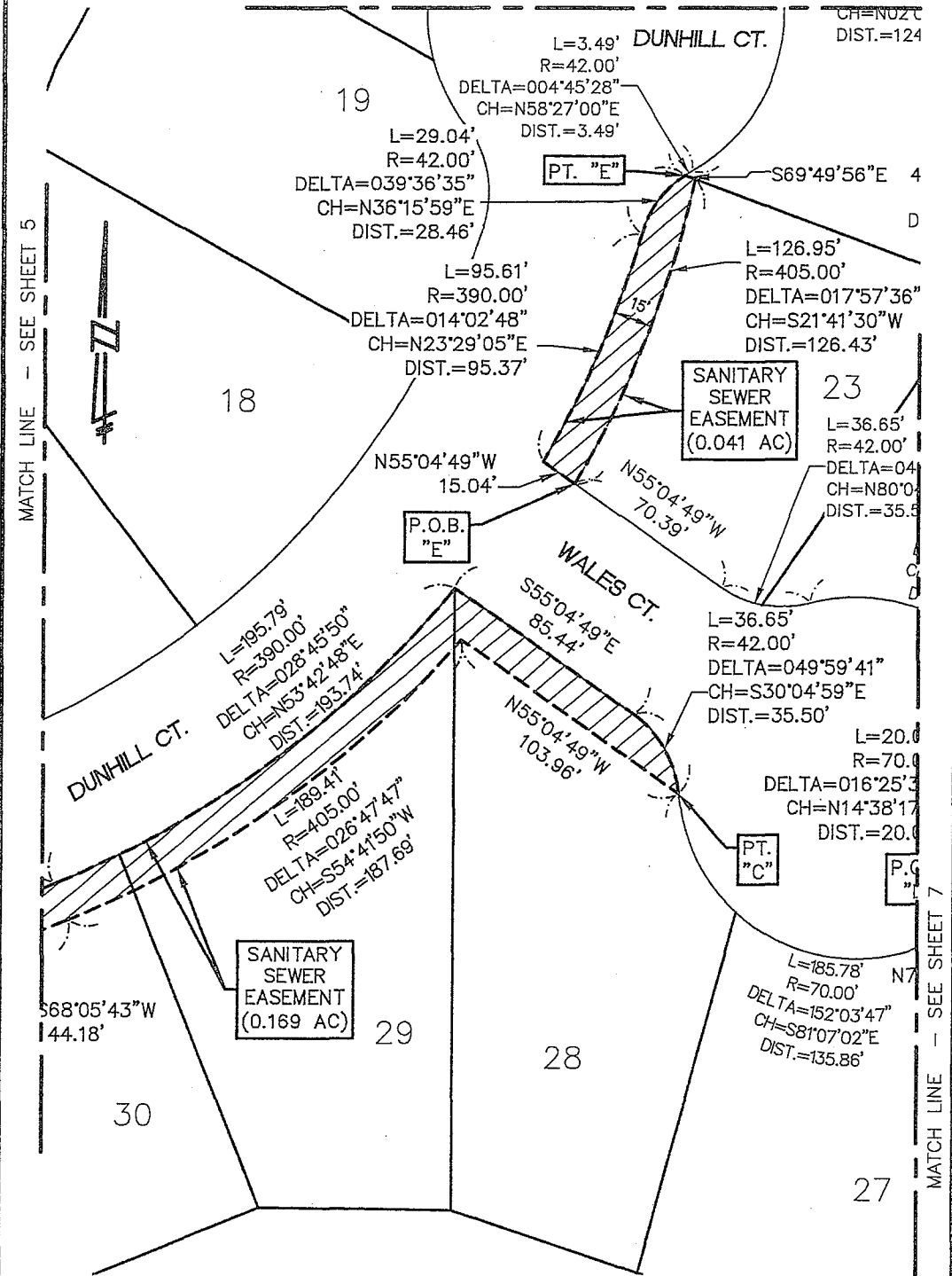
## DUNHILL PARK

SECTION 32, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'  
 DATE: 05-24-16  
 JOB NO.: 14-011  
 DWG FILE: 14-011ESMT-SAN  
 DRAWN BY: AT, DFR  
 CHECK: BE  
 SHEET: 5 OF 8

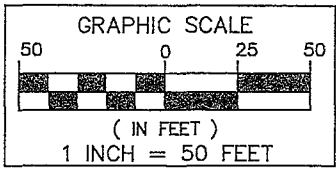
# EXHIBIT B

MATCH LINE - SEE SHEET 8



MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 7



**SANITARY SEWER EASEMENT**  
(0.539 ACRES)



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PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

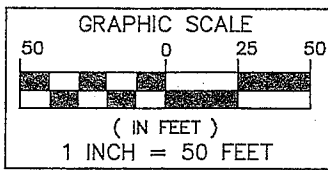
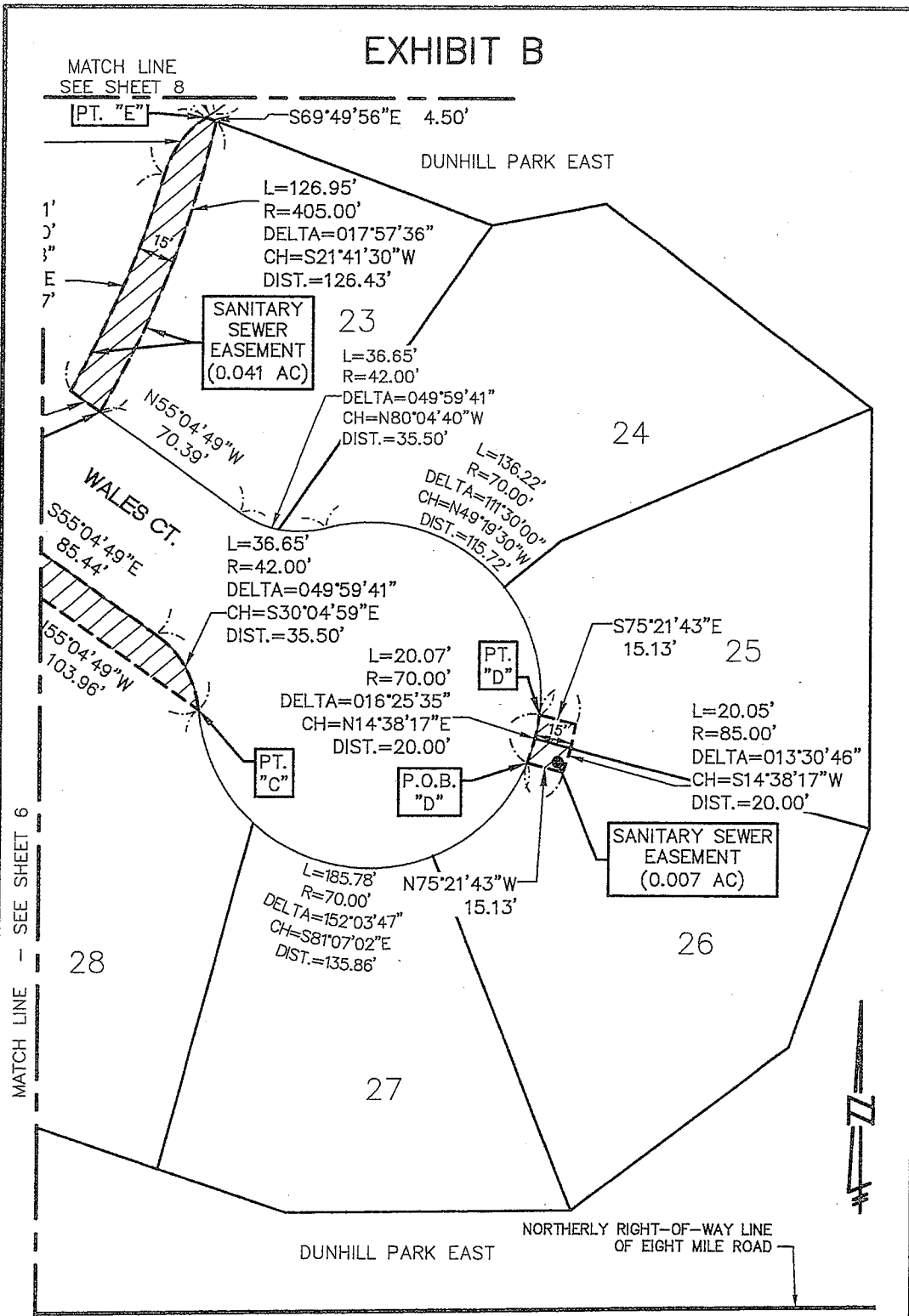
## DUNHILL PARK

SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	05-24-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-SAN
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	6 OF 8

P:\V-011 Dunhill Park-8 Mts. & Back\ASSEMBLY\4-01ESMT-SAN.dwg

# EXHIBIT B



SANITARY SEWER EASEMENT (0.539 ACRES)

**SEIBER, KEAST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

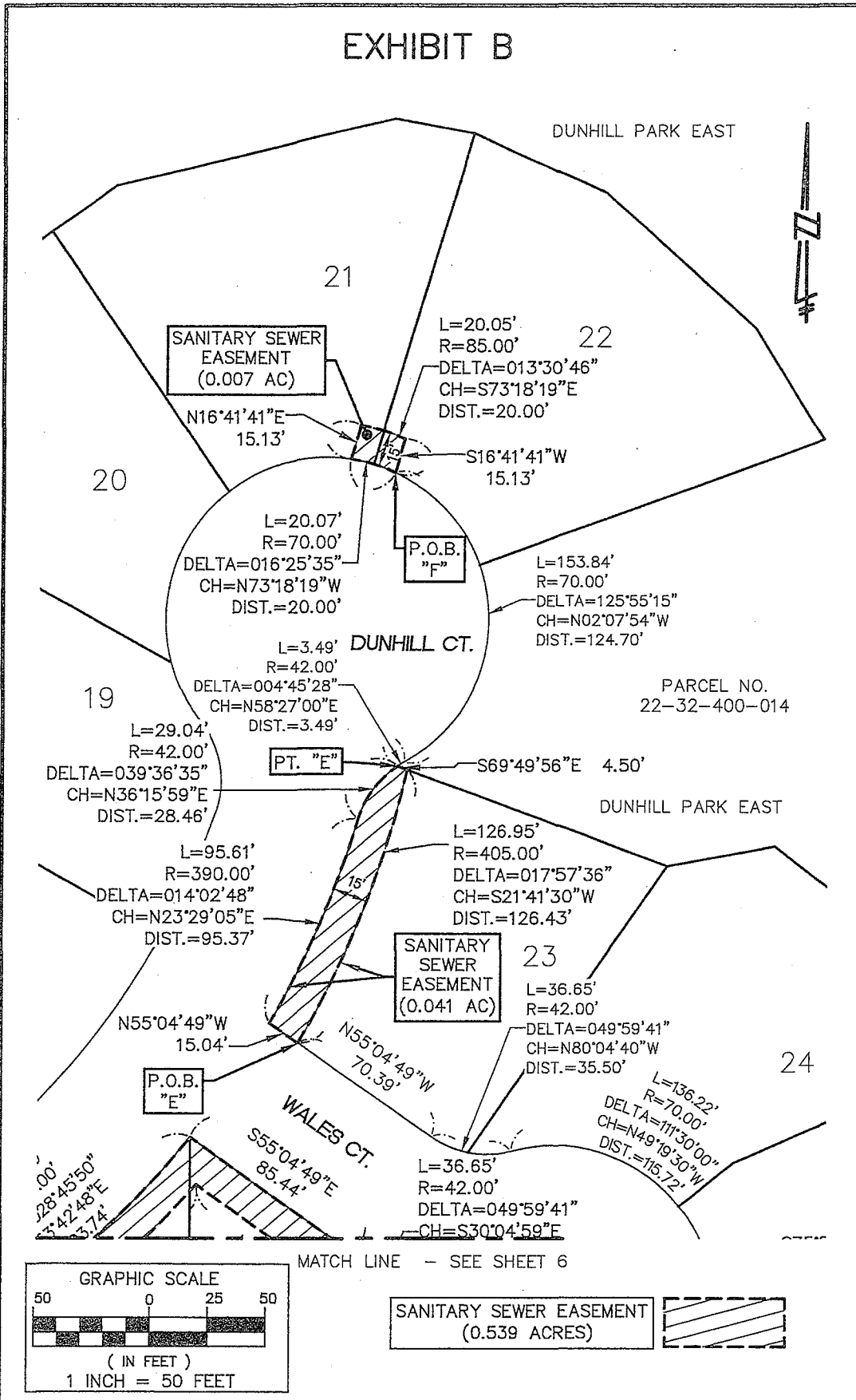
**DUNHILL PARK**  
SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'  
DATE: 05-24-16  
JOB NO.: 14-011  
DWG FILE: 14-011ESMT-SAN  
DRAWN BY: AT, DFR  
CHECK: BE  
SHEET: 7 OF 8

P:\14-011 Dunhill Park-8 Jns & Back\KAS\DWG\14-011ESMT-SAN.dwg



# EXHIBIT B



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ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

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 PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

## DUNHILL PARK

SECTION 32, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'  
 DATE: 05-24-16  
 JOB NO.: 14-011  
 DWG FILE: 14-DTESMT-SAN  
 DRAWN BY: AT, DFR  
 CHECK: BE  
 SHEET: 8 OF 8

## WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Hunter Pasteur Homes Dunhill Park LLC, a Michigan limited liability company, whose address is 32300 Northwestern Highway, Suite 125, Farmington Hills, Michigan 48334, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

*[See attached and incorporated Exhibit A]*

Tax Identification Number: 22-32-400-013 & 22-32-400-014

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property, to-wit:

*[See attached and incorporated Exhibit A]*

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit A.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 19th day of October, 2016

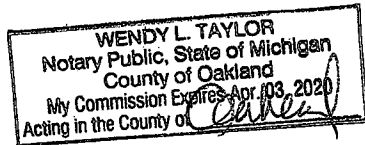
GRANTOR:

HUNTER PASTEUR HOMES  
DUNHILL PARK LLC, a Michigan  
limited liability company

By: [Signature]  
Randy Wertheimer  
Its: managing partner

STATE OF MICHIGAN )  
) ss.  
COUNTY OF OAKLAND )

On this 19th day of October, 2016 before me, personally appeared the above named Randy Wertheimer the managing partner of Hunter Pasteur Homes to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as a free act and deed.



[Signature]  
Notary Public,  
Acting in Oakland County, MI  
My commission expires: 4/3/2020

THIS INSTRUMENT DRAFTED BY:  
Elizabeth K. Saarela, Esquire  
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:  
Cortney Hanson, Clerk  
45175 Ten Mile  
Novi, Michigan 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated \_\_\_\_\_, 20\_\_, attached hereto and incorporated as Exhibit A, whereby Hunter Pasteur Homes Dunhill Park LLC grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 19 day of October, 2016.

The PrivateBank and Trust Company, an Illinois State Chartered Bank

By: [Signature]  
(Print Name: Gregory Speaks)  
Its: Managing Director

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing Consent to Easement was acknowledged before me this 19<sup>th</sup> day of October, 2016, by Gregg Speaks, the Managing Director of The Private Bank and Trust Company a Michigan State Chartered Bank an Illinois Company.

WENDY M. WOLCOTT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 1, 2021  
ACTING IN COUNTY OF Oakland.

Wendy M. Wolcott  
Notary Public  
Acting in Oakland County, MI  
My commission expires: 10-01-2021.

EXHIBIT A

"DUNHILL PARK"

LEGAL DESCRIPTION  
SUBJECT PROPERTY

PART OF THE SOUTHEAST 1/4 OF SECTION 32, T1N-R8E, CITY OF NOVI, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE N00°00'00"E 60.00 FEET ALONG THE EAST LINE OF SAID SECTION 32 AND THE CENTERLINE OF BECK ROAD; THENCE S89°25'00"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°25'00"W 974.64 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF EIGHT MILE ROAD; THENCE N00°00'00"E 1260.00 FEET; THENCE N89°25'00"E 330.00 FEET; THENCE S00°00'00"W 330.00 FEET; THENCE N89°25'00"E 644.64 FEET; THENCE S00°00'00"W 930.00 FEET TO THE POINT OF BEGINNING, CONTAINING 23.31 ACRES OF LAND, MORE OR LESS.

## EXHIBIT A

"DUNHILL PARK"

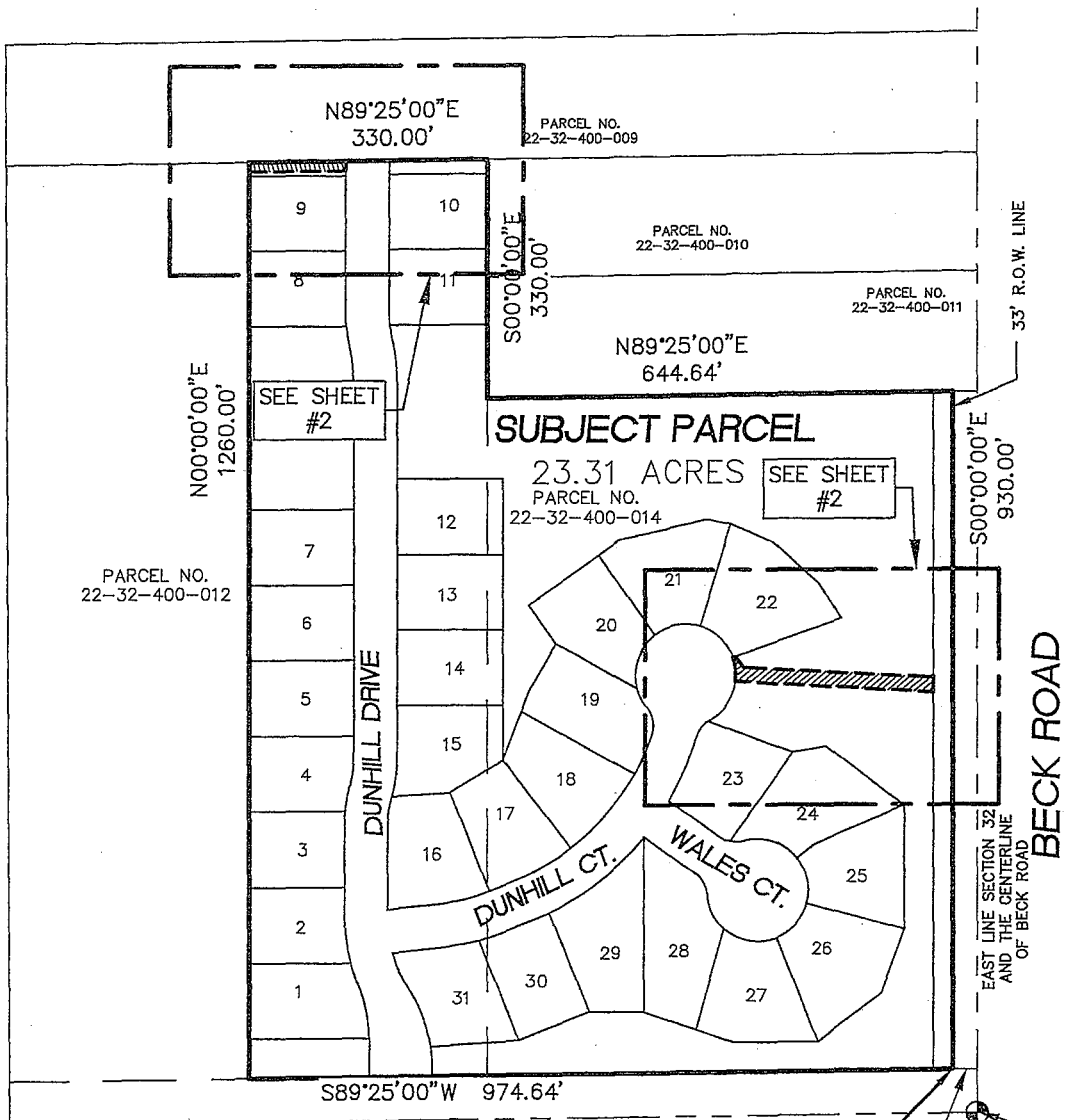
### LEGAL DESCRIPTION

#### WATER MAIN

A Water Main Easement located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 32; thence Due North, 577.57 feet, along the East Line of said Section 32 and the Centerline of "Beck Road"; thence Due West, 60.00 feet, for a POINT OF BEGINNING "A"; thence North 86°49'42" West, 274.60 feet; thence 33.05 feet along a curve to the left, said curve having a radius of 69.82 feet, a central angle of 27°07'15" and a chord bearing and distance of North 06°17'34" West, 32.74 feet; thence North 70°10'56" East, 3.80 feet; thence South 36°16'04" East, 17.88 feet; thence South 86°50'04" East, 261.44 feet; thence North 48°09'56" East, 3.47 feet; thence Due South, 22.49 feet, for a Point of Beginning "A".

And also, commencing at the Southeast Corner of said Section 32; thence South 89°25'00" West, 1007.64 feet, along the South line of said Section 32 and the Centerline of "Eight Mile Road"; thence Due North, 1306.25 feet, for a POINT OF BEGINNING "B"; thence continuing Due North, 13.75 feet; thence North 89°25'00" East, 135.00 feet; thence Due South, 14.07 feet; thence South 89°33'18" West, 135.00 feet, to the Point of Beginning "B". All of the above containing 0.171 acres.

# EXHIBIT A



SOUTH LINE SECTION 32 AND THE CENTERLINE OF EIGHT MILE ROAD

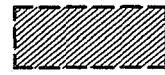
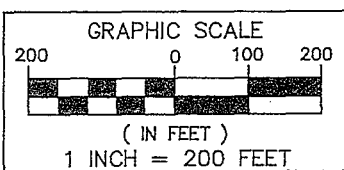
EIGHT MILE ROAD

P.O.B.

N89°25'00"E  
33.00'

SE CORNER SECTION 32  
T1N-R8E

N00°00'00"E  
60.00'



WATER MAIN EASEMENT  
(0.171 ACRES)

## SUBJECT PROPERTY AND SHEET INDEX

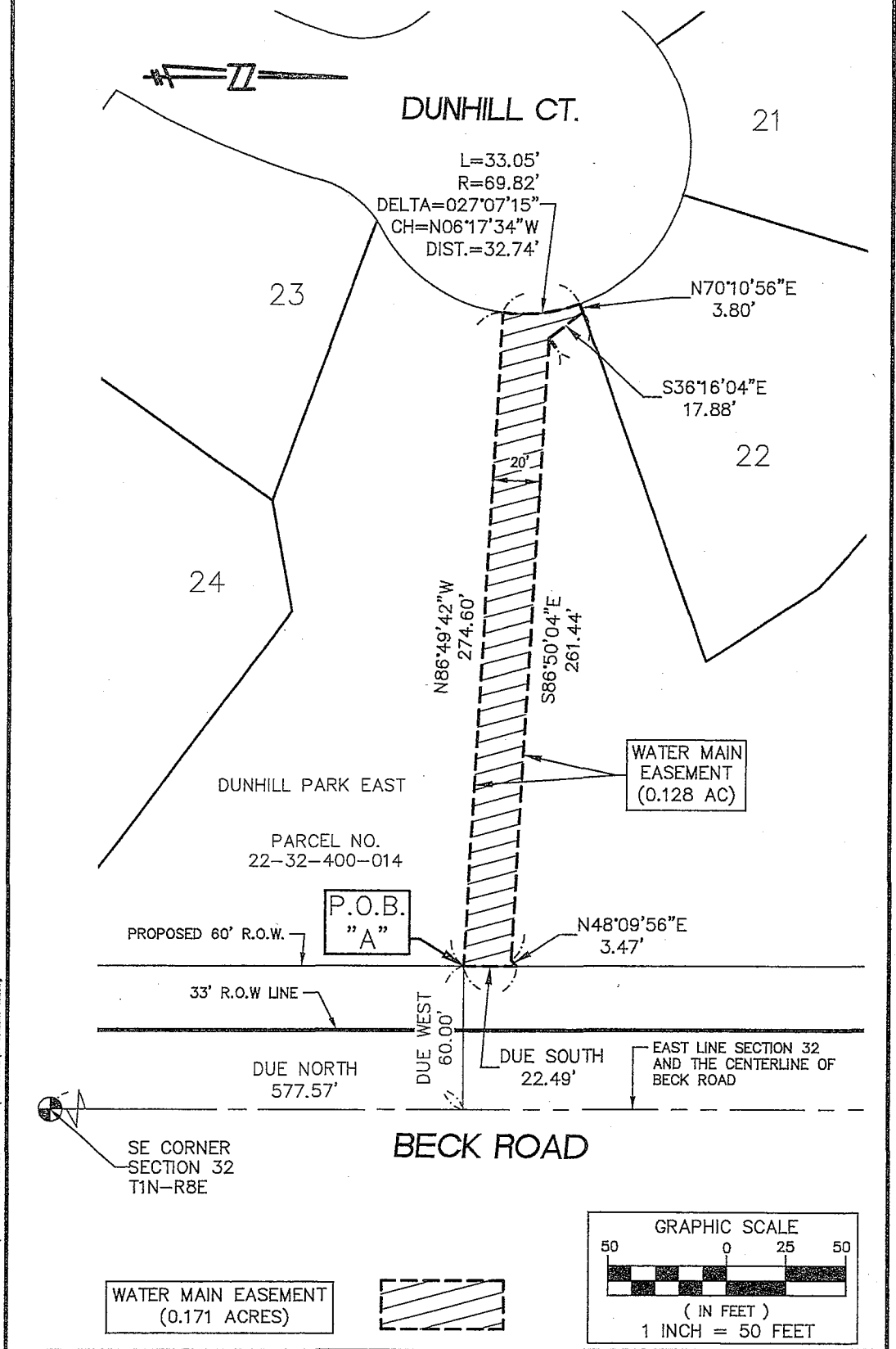
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CONSULTING ENGINEERS  
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PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**DUNHILL PARK**  
SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 200'  
DATE: 06-01-16  
JOB NO.: 14-011  
DWG FILE: 14-011ESMT-WM  
DRAWN BY: AT, DFR  
CHECK: BE  
SHEET: 1 OF 2

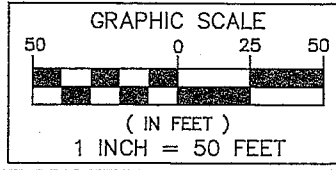
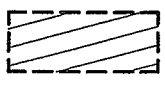
P:\14-011 Dunhill Park-8 Mile & Beck Rd\ASSEMBLY\14-011ESMT-WM.dwg

# EXHIBIT A



P:\14-011 Dunhill Park-3 Jfile & Beck\A\ESMT\14-011ESMT-WM.dwg

**WATER MAIN EASEMENT (0.171 ACRES)**



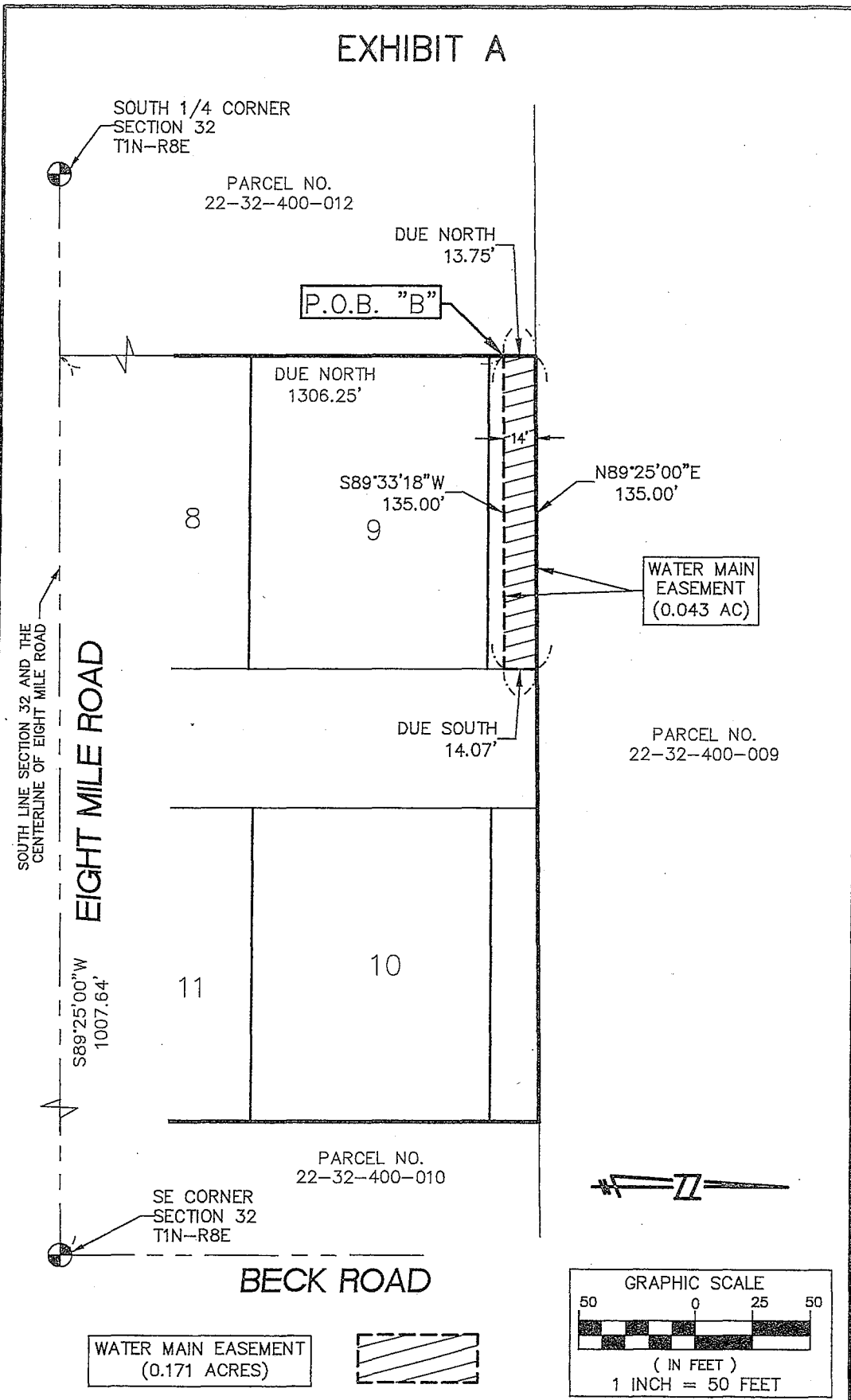
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**DUNHILL PARK**  
 SECTION 32, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	06-01-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-WM
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	2 OF 2

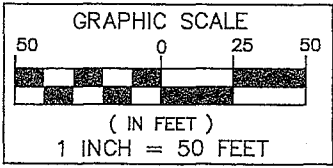


# EXHIBIT A



P:\V-011 Dunhill Park-8 Mile & Beck\ASSEMBLY\4-DISENT-WL.dwg

WATER MAIN EASEMENT  
(0.171 ACRES)



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**DUNHILL PARK**

SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	06-01-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-WM
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	3 OF 3

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that Hunter Pasteur Homes Dunhill Park, LLC, a Michigan limited liability company, whose address is 32300 Northwestern Highway, Suite 125, Farmington Hills, Michigan 48334, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, for right-of-way purposes, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibits "A, B and C" 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), and subject to all building and use restrictions, easements, encumbrances and other matters of record.

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. 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.

Dated this 20<sup>th</sup> day of Jan 2017.

Hunter Pasteur Homes Dunhill Park, LLC,  
a Michigan Limited Liability Company

By: [Signature]  
Randy Wertheimer  
Its: Member

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January 2017, by Randy Wertheimer, a Member of Hunter Pasteur Homes Dunhill Park, LLC, a Michigan Limited Liability Company.

**WHITNEY LEIGH FINDLAY**  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Sep. 20, 2019  
Acting in the County of Oakland.

[Signature]  
Whitney Leigh Findlay, Notary Public  
Oakland County, Michigan  
My Commission Expires: Sept. 20, 2019  
Acting in Oakland County

When Recorded Return to: Maryanne Cornelius, 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 M. Kudla 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
--	---	---

Tax Parcel Nos. \_\_\_\_\_

Jo. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

EXHIBIT A

"DUNHILL PARK"

LEGAL DESCRIPTION

SUBJECT PROPERTY

PART OF THE SOUTHEAST 1/4 OF SECTION 32, T1N-R8E, CITY OF NOVI, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE N00°00'00"E 60.00 FEET ALONG THE EAST LINE OF SAID SECTION 32 AND THE CENTERLINE OF BECK ROAD; THENCE S89°25'00"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°25'00"W 974.64 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF EIGHT MILE ROAD; THENCE N00°00'00"E 1260.00 FEET; THENCE N89°25'00"E 330.00 FEET; THENCE S00°00'00"W 330.00 FEET; THENCE N89°25'00"E 644.64 FEET; THENCE S00°00'00"W 930.00 FEET TO THE POINT OF BEGINNING, CONTAINING 23.31 ACRES OF LAND, MORE OR LESS.

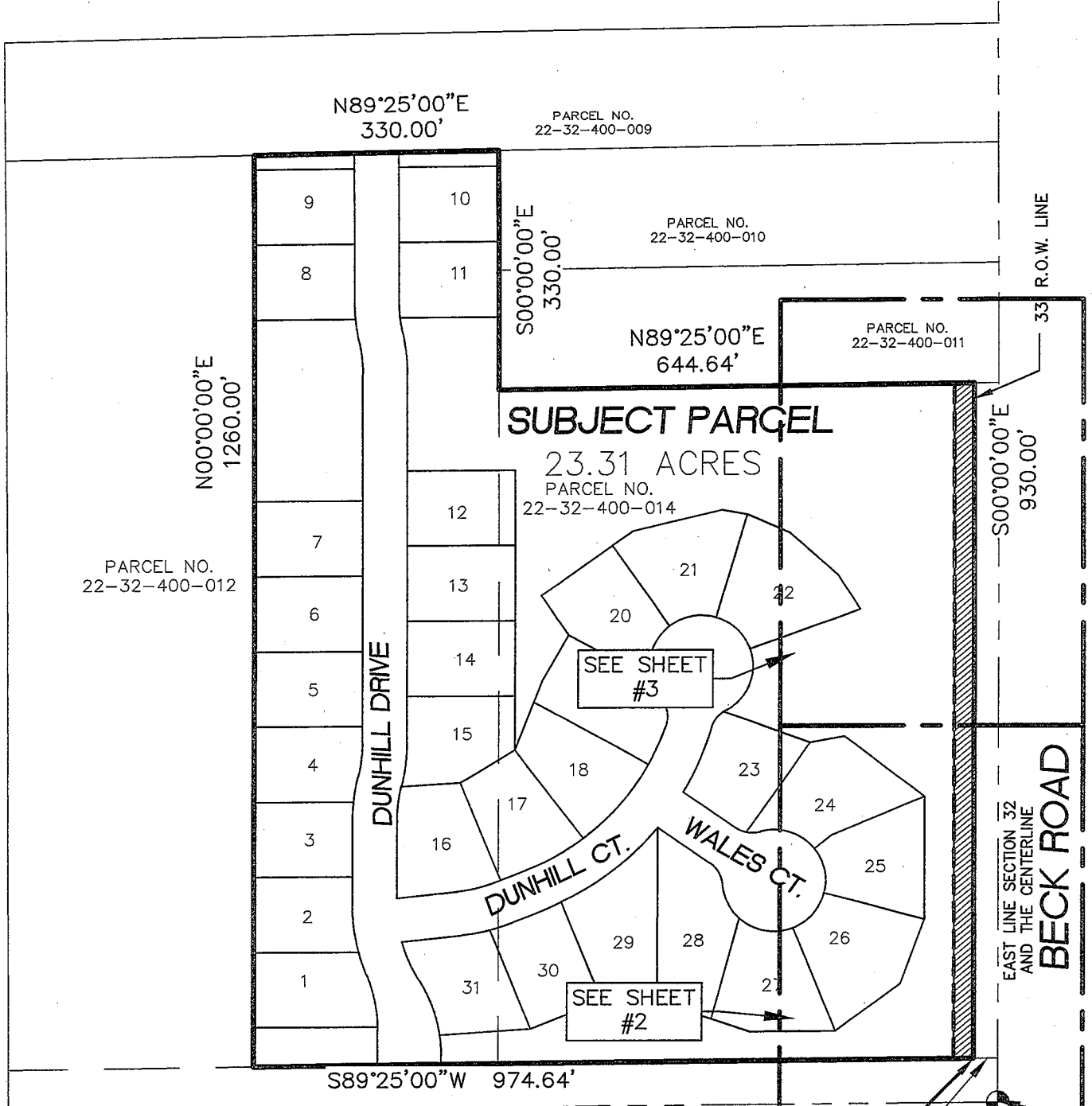
## EXHIBIT B

"DUNHILL PARK"

### LEGAL DESCRIPTION ROAD RIGHT-OF-WAY DEDICATION

A Road Right-Of-Way Dedication located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 32; thence Due North, 60.00 feet, along the East Line of said Section 32 and the Centerline of "Beck Road"; thence South 89°25'00" West, 33.00 feet, for a POINT OF BEGINNING; thence continuing South 89°25'00" West, 27.00 feet; thence Due North, 930.00 feet; thence North 89°25'00" East, 27.00 feet; thence Due South, 930.00 feet, to the Point of Beginning. All of the above containing 0.576 Acres.

# EXHIBIT C



SOUTH LINE SECTION 32 AND THE CENTERLINE OF EIGHT MILE ROAD

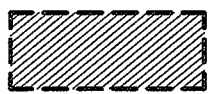
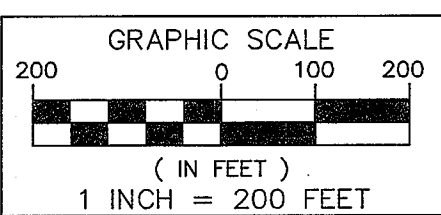
**EIGHT MILE ROAD**

P.O.B.

N89°25'00"E 33.00'

SE CORNER SECTION 32 T1N-R8E

N00°00'00"E 60.00'



ROAD RIGHT-OF-WAY DEDICATION (0.576 ACRES)

**SUBJECT PROPERTY AND SHEET INDEX**

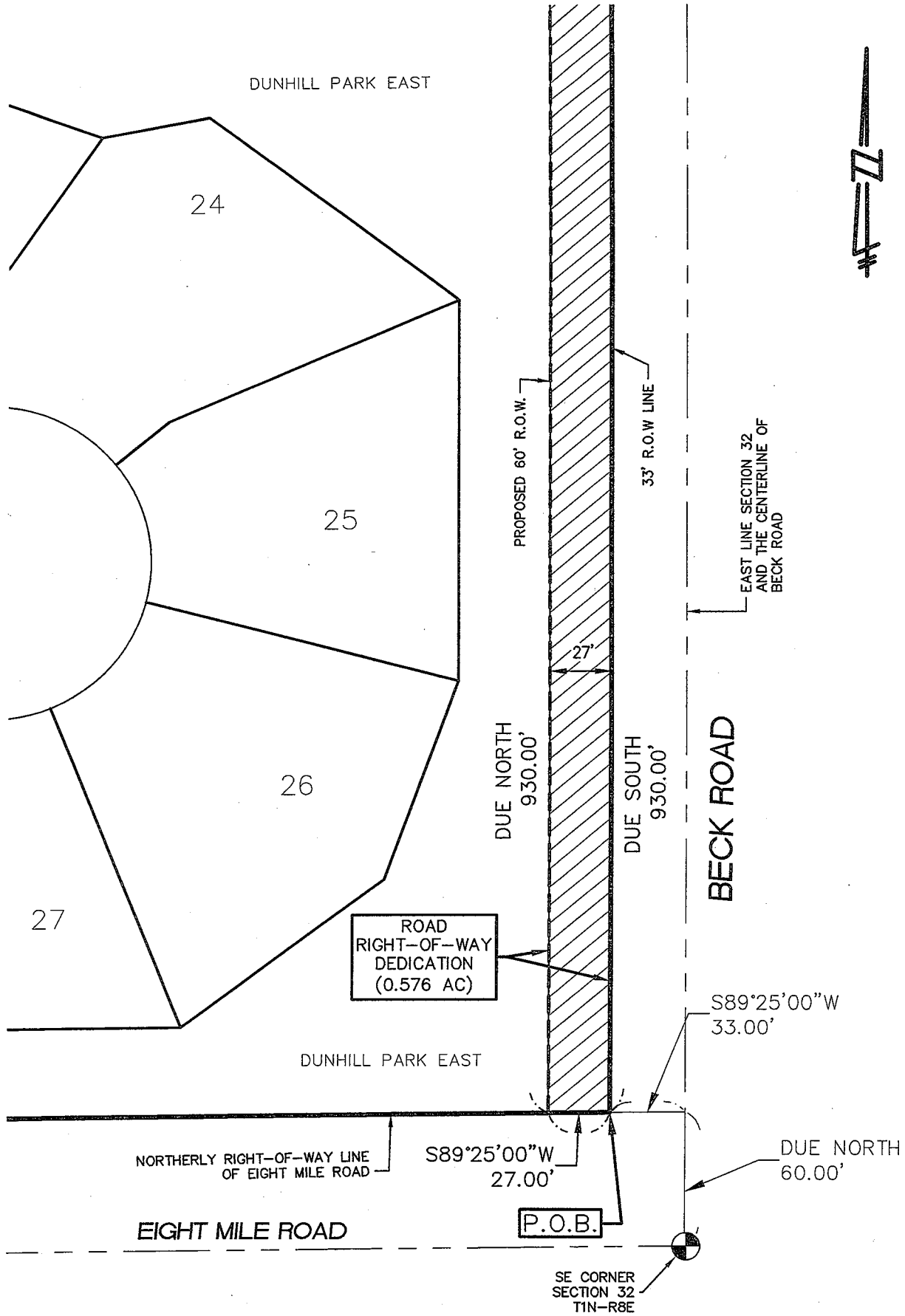

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**DUNHILL PARK**  
 SECTION 32, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

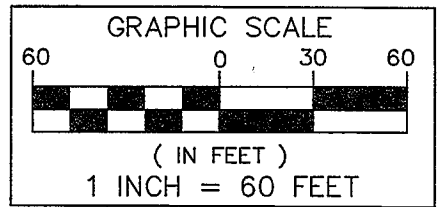
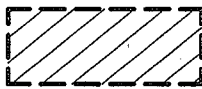
SCALE:	1" = 200'
DATE:	07-26-2016
JOB NO.:	14-011
DWG FILE:	14-011ESMT-ROW
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	1 OF 3

P:\14-011 Dunhill Park-8 Mile & Beck\EASEMENTS\14-011ROW-BECKRD.dwg

# EXHIBIT C



ROAD RIGHT-OF-WAY DEDICATION (0.576 ACRES)



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

CONSULTING ENGINEERS

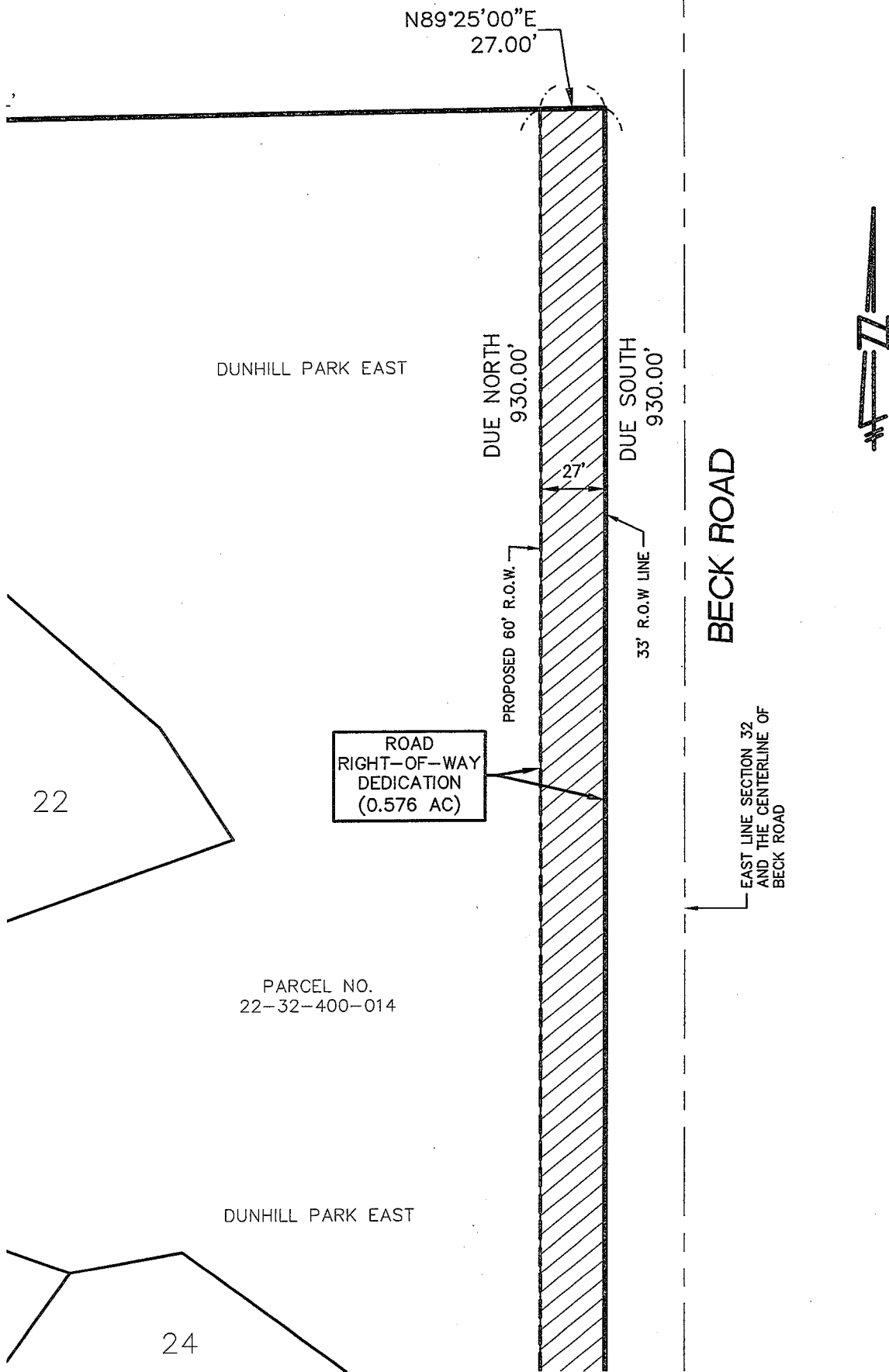
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PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**DUNHILL PARK**

SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'  
DATE: 07-26-16  
JOB NO.: 14-011  
DWG FILE: 14-011ESMT-ROW  
DRAWN BY: AT, DFR  
CHECK: BE  
SHEET: 2 OF 3

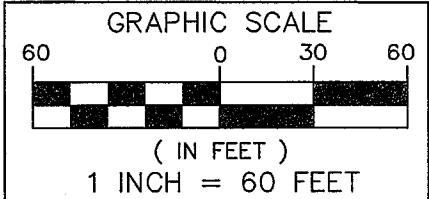
# EXHIBIT C



ROAD  
RIGHT-OF-WAY  
DEDICATION  
(0.576 AC)

PARCEL NO.  
22-32-400-014

ROAD RIGHT-OF-WAY  
DEDICATION  
(0.576 ACRES)



P:\14-011 Dunhill Park-8 Mile & Beck\EASEMENTS\14-011ROW-BECKRD.dwg



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

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## DUNHILL PARK

SECTION 32, TOWN 1 NORTH,  
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OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	07-26-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-ROW
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	3 OF 3

**ENDORSEMENT**

**Issued by**

**STEWART TITLE GUARANTY COMPANY**

Attached to and forming a part of the Commitment or Policy of Title Insurance No. cm24647

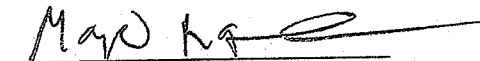
**Exception 4 of Schedule B is hereby deleted.**

The total liability of the Company under said policy and any endorsement therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated to pay under the Conditions and Stipulations.

Nothing herein contained shall be construed as extending or changing the effective date of said policy, unless otherwise expressly stated.

This endorsement, when countersigned below by an authorized signatory, is made a part of the commitment or policy and is subject to the Exclusions from Coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Dated: OCTOBER 14, 2016

  
Authorized Signatory



**OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

Countersigned by:

Maya K...  
Authorized Signature

Liberty Title Agency, Inc.  
Company

Ann Arbor, MI  
City, State

**stewart**  
title guaranty company



Matt Morris  
Matt Morris  
President and CEO

Denise Carraux  
Denise Carraux  
Secretary

Policy Serial No. **O-9301-003862047**

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AMERICAN  
LAND TITLE  
ASSOCIATION



## COVERED RISKS (Continued)

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes:
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
    - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
  - (e) "Insured Claimant": An Insured claiming loss or damage.
  - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.



## CONDITIONS (Continued)

- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object

for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

## CONDITIONS (Continued)

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance.**  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or  
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and  
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY.

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

### 11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured



## CONDITIONS (Concluded)

and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

LIBERTY TITLE AGENCY  
(248)538-0750

Stewart Title Guaranty Company  
**SCHEDULE A**

File Number: CM24647

Policy Number: O-9301-003862047

Amount of Insurance: \$ 1,500,000.00

Policy Effective Date: May 11, 2016 at 08:00 AM

or date of recording of vesting deed, whichever is later.

1. Name of Insured:  
Hunter Pasteur Homes Dunhill Park LLC, a Michigan limited liability company
2. The estate or interest in the land which is covered by this policy is:  
Fee Simple
3. Title to the estate or interest in the land is vested in:  
Hunter Pasteur Homes Dunhill Park LLC, a Michigan limited liability company
4. The land referred to in this Policy is located in the City of Novi, County of Oakland, State of Michigan, and described as follows:

SEE SCHEDULE C ATTACHED HERETO

**STEWART TITLE GUARANTY COMPANY**

By: \_\_\_\_\_  
LIBERTY TITLE AGENCY

LIBERTY TITLE AGENCY  
(248)538-0750

**SCHEDULE B**

File Number: CM24647

Policy Number: O-9301-003862047

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Mortgage for the original principal amount of \$2,550,000.00, executed by Hunter Pasteur Homes Dunhill Park LLC, a Michigan limited liability company to The PrivateBank and Trust, dated May 10, 2016 and recorded May, 2016, in Liber , page , Oakland County Records.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
3. Subject to the rights of the public or any governmental unit in any part of subject property taken, deeded or used for road, street or highway purposes.
4. Covenants, conditions, and restrictions as set forth in instrument recorded in Liber 2446, page 261, Liber 2446, page 264 and in Liber 2477, page 364, Oakland County Records, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
5. Easement in favor of the City of Novi, as recorded in Liber 9454, page 234, Oakland County Records.
6. the City of Novi for sanitary sewer system, as recorded in Liber 31818, page 685 and in Liber 31818, page 687, Oakland County Records.
7. Easement in favor of the Board of County Road Commissioner of Oakland County, as recorded in Liber 45576, page 753, Oakland County Records.

LIBERTY TITLE AGENCY  
(248)538-0750

**SCHEDULE C**

File Number: CM24647

Policy Number: O-9301-003862047

Land is located in City of Novi, County of Oakland, State of MI, and described as follows:

**PARCEL 1:**

Part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; beginning at the Southeast section corner; thence South 89 degrees 25' 00" West 677.64 feet; thence North 990 feet; thence North 89 degrees 25' 00" East 677.64 feet; thence South 990 feet to the BEGINNING, EXCEPT the East 33 feet taken for Beck Road.

**PARCEL 2:**

Part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; beginning at a point distant South 89 degrees 25' 00" West 677.64 feet from the Southeast section corner; thence South 89 degrees 25' 00" West 330 feet; thence North 1319.98 feet; thence North 89 degrees 25' 00" East 330 feet; thence South 1320 feet to BEGINNING.

**ALSO KNOWN AS:**

Part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, described as Commencing at the Southeast corner of said section 32; thence North 00 degrees 00'00" East 60.00 feet along the east line of said section 32 and the centerline of Beck Road; thence South 89 degrees 25' 00" West 33 feet to the point of beginning; thence continuing South 89 degrees 25' 00" West 974.64 feet along the north right-of way line of Eight mile road; hence North 00 degrees 00'00" East 1260.00 feet; thence North 89 degrees 25' 00" East 330 feet; thence South 00 00'00" West 330.00 feet; thence North 89 degrees 25' 00" East 644.64 feet; thence South 00 degrees 00'00" West 930 feet to the point of beginning.

Commonly known as: 47700 and 47500 8 Mile Road, Novi, MI 48167.



OAKLAND COUNTY TREASURERS CERTIFICATE  
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

101505  
LIBER 49404 PAGE 412  
\$22.00 DEED - COMBINED  
\$4.00 RENOVEMENTATION  
05/25/2016 01:28:55 P.M. RECEIPT# 57653  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

MAY 20 2016

LC

ANDREW E. MEISNER, County Treasurer

CHECKING COMPLETED  
AT REGISTER OF DEEDS  
MAY 23 2016  
Register of Deeds  
Oakland County, MI

02952

WARRANTY DEED

(1)

Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Grantor"), whose address is 12 State Street, Detroit, MI 48226, conveys and warrants to Hunter Pasteur Homes Dunhill Park LLC, a Michigan limited liability company ("Grantee"), whose address is 32300 Northwestern Highway, Suite 125, Farmington Hills, MI 48334, the premises situated in City of Novi, Oakland County, Michigan, more specifically described as (the "Property");

See Exhibit A hereto

for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith, subject to the exceptions set forth on Exhibit B hereto.

If the land being conveyed is unplatted, the following is deemed to be included:

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

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

This conveyance is further subject to, and by acceptance of this Warranty Deed, Grantee, its successors and/or assigns, hereby covenants and agrees that (collectively, the "Restrictive Covenants");

- (a) Grantee, its successors and/or assigns, hereby covenant and agree that any church or religious organization on the Property shall not be called and/or referred to as Archdiocese of Detroit or any affiliate thereof. Grantee, its successors and/or assigns, further covenant and agree that Purchaser shall not operate, advertise, publicize, represent or in any way reference an affiliation to any Roman Catholic church, the Archdiocese of Detroit or any Archdiocese of Detroit church or school, regardless of whether such Archdiocese of Detroit church or school currently is in existence or has been closed; and/or

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2016 MAY 23 PM 1:50

SP

UB

CHECKING COMPLETED  
AT REGISTER OF DEEDS  
MAY 23 2016  
Register of Deeds  
Oakland County, MI

File CM 24647-AA

REVENUE TO BE AFFIXED  
AFTER RECORDING

Warranty Deed

- (b) Purchaser, its successors and/or assigns, hereby further covenant and agree it shall not sue the Property (i) for certain medical uses such as assisted suicide or any similar type of activity; abortions or any similar type of activity; artificial fertilization/insemination or any similar type of activity; and genetic cloning or any similar type of activity; or (ii) as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theatre, or for "Adult Uses" or for any "Sexually Oriented Business," all as defined in the Detroit City Ordinance as of the date of this Warranty Deed.

It is expressly understood and agreed that the Restrictive Covenants contained herein shall attach to and run with the land and bind the Grantee and its successors and assigns, provided that the Restrictive Covenants shall continue for a period of ten (10) years from the date of this Warranty Deed. It shall be lawful for the Grantor, its successors and/or assigns, to institute and prosecute any proceedings at law or in equity against any person violating or threatening to violate the Restrictive Covenants. Any conveyance of the Property shall include the Restrictive Covenants and be subject to the terms, conditions, covenants, restrictions and agreements set forth herein. In the event Grantor, its successors and/or assigns institutes legal proceedings against the Grantee, or its successors and/or assigns, for breach of or to enforce any of the Restrictive Covenants, or any of its rights under this Paragraph, the party against whom a judgment is entered shall pay all costs and expenses relative thereto, including reasonable attorney's fees, of the prevailing party.

[Remainder of page intentionally left blank]

Dated this 11 day of May, 2016.

Allen H. Vigneron  
Allen H. Vigneron, Roman Catholic Archbishop  
of the Archdiocese of Detroit

**Acknowledgment**

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this 11th day of May, 2016,  
by Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit.

**E. ROSE WEBB**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires Sept. 10, 2022  
Acting in the County of \_\_\_\_\_

E. Rose Webb  
Notary Public, Wayne County, Michigan  
Acting in Wayne County  
My commission expires: 9-10-2022

County Treasurer's Certificate	City Treasurer's Certificate
Drafted by:  Erik S. Prater Bodman PLC 6 <sup>th</sup> Floor at Ford Field 1901 St. Antoine Street Detroit, Michigan 48226	When Recorded Return To:  Grantee <u>Hunter Pasteur Homes Dunhill Park LLC</u> <u>Attn: Randy Weathermer</u> <u>32300 Northwestern Highway, suite 125</u> <u>Farmington Hills, MI 48334</u>
Send Subsequent Tax Bills To:     Grantee	Tax Parcel No(s):
State Transfer Tax:	County Transfer Tax:

File CM24647

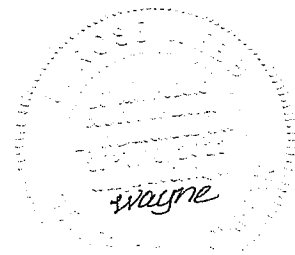


EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Novi, County of Oakland, State of Michigan, legally described as follows:

PARCEL 1:

Part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; beginning at the Southeast section corner; thence South 89 degrees 25' 00" West 677.64 feet; thence North 990 feet; thence North 89 degrees 25' 00" East 677.64 feet; thence South 990 feet to the BEGINNING, EXCEPT the East 33 feet taken for Beck Road.

PARCEL 2:

Part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; beginning at a point distant South 89 degrees 25' 00" West 677.64 feet from the Southeast section corner; thence South 89 degrees 25' 00" West 330 feet; thence North 1319.98 feet; thence North 89 degrees 25' 00" East 330 feet; thence South 1320 feet to BEGINNING.

Commonly known as: 47700 and 47500 8 Mile Road, Novi, Michigan

Tax Parcel No. 22-32-400-013 and 22-32-400-014

**EXHIBIT B**

**EXCEPTIONS**

1. 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.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Matters which an accurate survey of the Property would disclose.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable.
6. Rights of tenants under unrecorded leases, if any.
7. All existing building and use restrictions and easements.
8. Rights of the public or any governmental unit in any part of subject property taken, deeded or used for road, street or highway purposes.
9. Zoning ordinances.
10. Covenants, conditions, and restrictions as set forth in instrument recorded in Liber 2446, page 261, Liber 2446, page 264 and in Liber 2477, page 364, Oakland County Records, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
11. Easement in favor of the City of Novi, as recorded in Liber 9454, page 234, Oakland County Records.
12. The City of Novi for sanitary sewer system, as recorded in Liber 31818, page 685 and in Liber 31818, page 687, Oakland County Records.
13. Easement in favor of the Board of County Road Commissioner of Oakland County, as recorded in Liber 45576, page 753, Oakland County Records.


**PARTIAL DISCHARGE OF MORTGAGE**

KNOWN ALL PERSONS BY THESE PRESENTS, that THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank ("Mortgagee"), whose address is 34901 Woodward Avenue, Suite 200, Birmingham, Michigan 48009, hereby certifies that a certain Mortgage, encumbering a parcel of property as partially described on the attached **Exhibit A**, dated May 12, 2016, made and executed by HUNTER PASTEUR HOMES DUNHILL PARK LLC, a Michigan limited liability company ("Mortgagor"), whose address is 32300 Northwestern Hwy., Suite 125, Farmington Hills, Michigan 48331, to Mortgagee and recorded in the Register Of Deed's Office for the County of Oakland and State of Michigan, in **Liber 49404, Page 435**, on May 25, 2016, is **PARTIALLY DISCHARGED** as to the property described on the attached **Exhibit A, only**. This Partial Discharge of Mortgage does not release, reduce, alter, dismiss or impair the underlying debt secured by the Mortgage.

Dated this 3<sup>rd</sup> day of February, 2017.

**IN WITNESS WHEREOF**, The PrivateBank and Trust Company, an Illinois state chartered bank, has executed this Discharge effective as of the day and year above written.

**THE PRIVATEBANK AND TRUST  
COMPANY**, an Illinois state chartered bank

By:  \_\_\_\_\_

Gregory M. Speaks

Its: Managing Director

*[notary signature appears on the following page]*

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss

Subscribed and sworn to before me this 3<sup>rd</sup> day of February, 2017, by **Gregory M. Speaks**, the Managing Director of **The PrivateBank and Trust Company**, an Illinois state chartered bank, on behalf of the limited liability company.

WENDY M. WOLCOTT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 1, 2021  
ACTING IN COUNTY OF Oakland

Wendy M. Wolcott  
Wendy M. Wolcott Notary Public  
Oakland County, MI  
Acting in Oakland County  
My Commission Expires: 10-01-2021

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

Andrea S. Todorovic  
Dykema Gossett PLLC  
39577 Woodward Ave., Ste. 300  
Bloomfield Hills, Michigan 48304

**EXHIBIT "A"**

**DESCRIPTION OF REAL ESTATE**

A Road Right-Of-Way Dedication located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 32; thence Due North, 60.00 feet, along the East Line of said Section 32 and the Centerline of "Beck Road"; thence South 89°25'00" West, 33.00 feet, for a POINT OF BEGINNING; thence continuing South 89°25'00" West, 27.00 feet; thence Due North, 930.00 feet; thence North 89°25'00" East, 27.00 feet; thence Due South, 930.00 feet, to the Point of Beginning. All of the above containing 0.576 Acres.

AND

A Road Right-Of-Way Dedication located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 32; thence Due North, 60.00 feet, along the East Line of said Section 32 and centerline of Beck Road; thence South 89°25'00" West, 754.57 feet, to a point on the Northerly right-of-way line of Eight Mile Road and the Southerly line of Subject Property, for a POINT OF BEGINNING; thence continuing South 89°25'00" West, 86.00 feet, along the Northerly line of said Eight Mile Road and the Southerly line of said Subject Property; thence Due North, 48.78 feet; thence 77.25 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°07'52" and a chord bearing and distance of North 11°03'56" West, 76.77 feet; thence 100.43 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 22°07'52" and a chord bearing and distance of North 11°03'56" West, 99.80 feet; thence Due North, 116.10 feet; thence 61.57 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 13°34'06" and a chord bearing and distance of North 06°47'03" East, 61.43 feet; thence 47.36 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°34'06" and a chord bearing and distance of North 06°47'03" East, 47.25 feet; thence Due North, 507.96 feet; thence 43.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 12°33'36" and a chord bearing and distance of North 06°16'48" West, 43.76 feet; thence 57.00 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°33'36" and a chord bearing and distance of North 06°16'48" West, 56.88 feet; thence Due North, 205.59 feet, to a point on the Northerly line of said Subject Property; thence North 89°25'00" East, 60.00 feet, along the Northerly of said Subject Property; thence Due South, 206.20 feet; thence 43.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 12°33'36" and a chord bearing and distance of South 06°16'48" East, 43.76 feet; thence 5.00 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°33'36" and a chord bearing and distance of South 06°16'48" East, 56.88 feet; thence Due South, 507.96 feet; thence 61.57 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 13°34'06" and a chord bearing and distance of South 06°47'03" West, 61.43 feet; thence 47.36 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°34'06" and a chord bearing and distance of South 06°47'03" West, 47.25 feet; thence Due South, 108.35 feet; thence North 83°35'56" East, 81.42 feet; thence 54.12 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 15°30'13" and a chord bearing and distance of North 75°50'50" East, 53.95 feet; thence North 68°05'43" East, 44.18 feet; thence 282.00 feet along a curve to the left, said curve having a radius of 330.00 feet, a central angle of 48°57'45" and a chord bearing and distance of North 43°36'51" East, 273.50 feet; thence 42.27 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 57°40'01" and a chord bearing and distance of North 09°42'03" West, 40.51 feet; thence 341.31 feet along a curve to the right, said curve having a radius of 70.00 feet, a central



angle of 279°21'47" and a chord bearing and distance of South 78°51'10" East, 90.58 feet; thence 32.52 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 44°22'03" and a chord bearing and distance of South 38°38'42" West, 31.72 feet; thence 95.61 feet along a curve to the right, said curve having a radius of 390.00 feet, a central angle of 14°02'48" and a chord bearing and distance South 23°29'05" West, 95.37 feet; thence South 55°04'49" East, 85.44 feet; thence 36.65 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 49°59'41" and a chord bearing and distance of South 80°04'40" East, 35.50 feet; thence 342.07 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 279°59'23" and a chord bearing and distance of South 34°55'11" West, 90.00 feet; thence 36.65 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 49°59'41" and a chord bearing and distance of North 30°04'59" West, 35.50 feet; thence North 55°04'49" West, 85.44 feet; thence 195.79 feet along a curve to the right, said curve having a radius of 390.00 feet, a central angle of 28°45'50" and a chord bearing and distance of South 53°42'48" West, 193.74 feet; thence South 68°05'43" West, 44.18 feet; thence 70.35 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 15°30'13" and a chord bearing and distance of South 75°50'50" West, 70.14 feet; thence South 83°35'56" West, 81.26 feet; thence 58.40 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 16°43'51" and a chord bearing and distance of South 23°23'36" East, 58.19 feet; thence 110.86 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 31°45'31" and a chord bearing and distance of South 15°52'46" East, 109.45 feet; thence Due South, 10.66 feet, to the Point of Beginning. All of the above containing 3.373 Acres

Being part of Tax Parcel Nos. 22-32-400-013 & 22-32-400-014  
Commonly known as: 47700 and 47500 8 Mile Road, Novi, MI 48167

**BILL OF SALE**

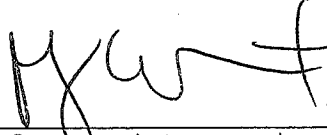
KNOW ALL MEN BY THESE PRESENTS, that Hunter Pasteur Homes Dunhill Park, LLC, whose address is 32300 Northwestern Highway, Suite 125, Farmington Hills, Michigan 48334, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply and sanitary sewer according to the easements and/or public rights-of-way therefore established described as follows:

See Exhibits A and B attached hereto.

In witness whereof, the undersigned has executed these presents this 6<sup>th</sup> day of February, 2017.

Signed by

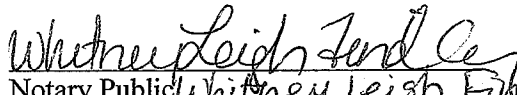
Hunter Pasteur Homes Dunhill Park, LLC  
a Michigan Limited Liability Company

  
By: Randy Wertheimer

STATE OF MICHIGAN )  
                                  ) SS  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2017 by Randy Wertheimer, a Michigan corporation on behalf of said corporation. limited liability Co.

**WHITNEY LEIGH FINDLAY**  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Sep. 20, 2019  
Acting in the County of Oakland

  
Notary Public Whitney Leigh Findlay  
Oakland County, Michigan  
My Commission Expires: Sept. 20, 2019

Drafted by:  
Elizabeth M. Kudla  
30903 Northwestern Highway  
Farmington Hills, MI 48334

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

## EXHIBIT A

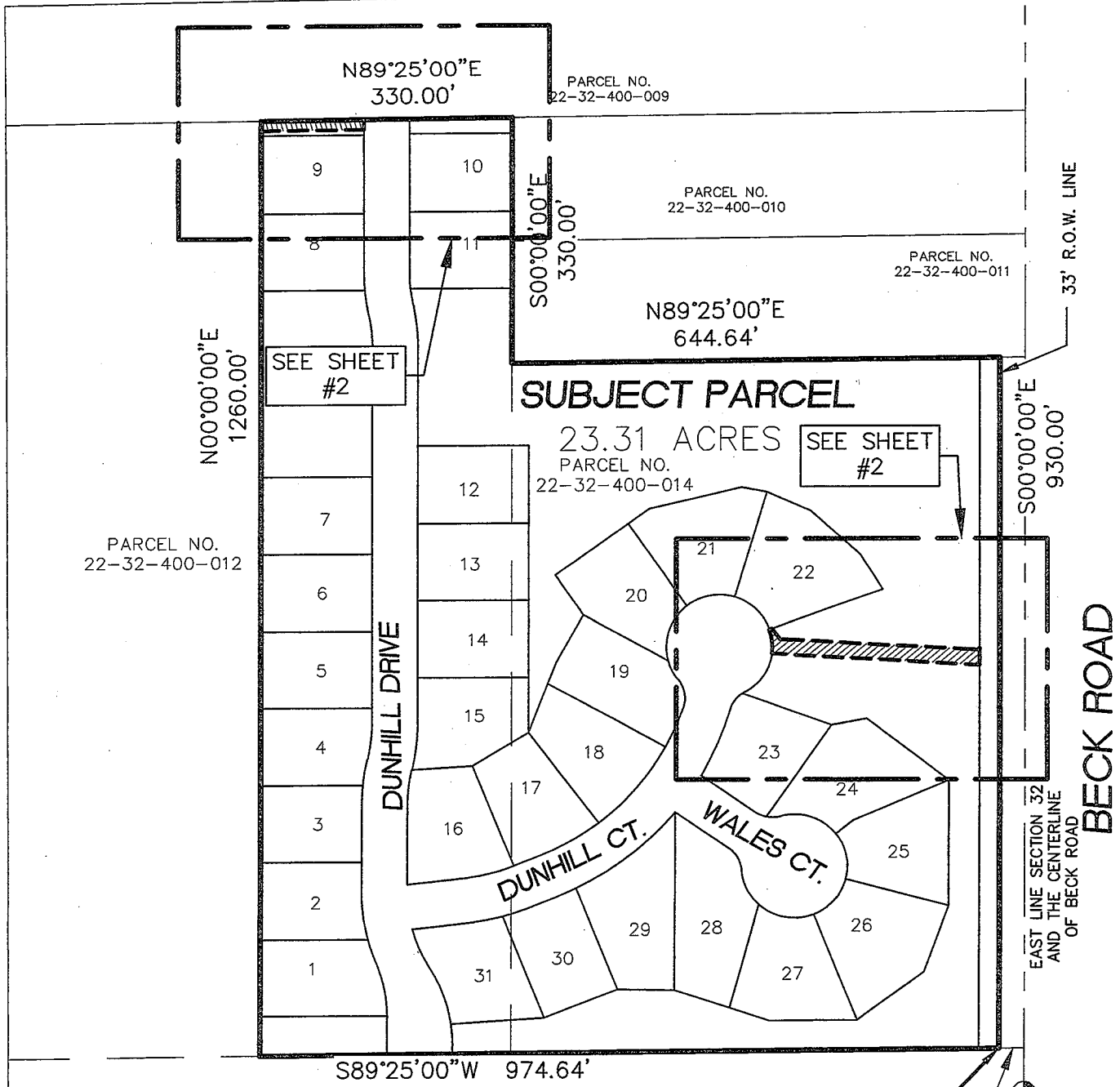
### "DUNHILL PARK"

#### LEGAL DESCRIPTION WATER MAIN

A Water Main Easement located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 32; thence Due North, 577.57 feet, along the East Line of said Section 32 and the Centerline of "Beck Road"; thence Due West, 60.00 feet, for a POINT OF BEGINNING "A"; thence North  $86^{\circ}49'42''$  West, 274.60 feet; thence 33.05 feet along a curve to the left, said curve having a radius of 69.82 feet, a central angle of  $27^{\circ}07'15''$  and a chord bearing and distance of North  $06^{\circ}17'34''$  West, 32.74 feet; thence North  $70^{\circ}10'56''$  East, 3.80 feet; thence South  $36^{\circ}16'04''$  East, 17.88 feet; thence South  $86^{\circ}50'04''$  East, 261.44 feet; thence North  $48^{\circ}09'56''$  East, 3.47 feet; thence Due South, 22.49 feet, for a Point of Beginning "A".

And also, commencing at the Southeast Corner of said Section 32; thence South  $89^{\circ}25'00''$  West, 1007.64 feet, along the South line of said Section 32 and the Centerline of "Eight Mile Road"; thence Due North, 1306.25 feet, for a POINT OF BEGINNING "B"; thence continuing Due North, 13.75 feet; thence North  $89^{\circ}25'00''$  East, 135.00 feet; thence Due South, 14.07 feet; thence South  $89^{\circ}33'18''$  West, 135.00 feet, to the Point of Beginning "B". All of the above containing 0.171 acres.

# EXHIBIT A



SOUTH LINE SECTION 32 AND THE CENTERLINE OF EIGHT MILE ROAD

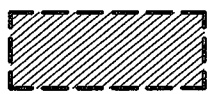
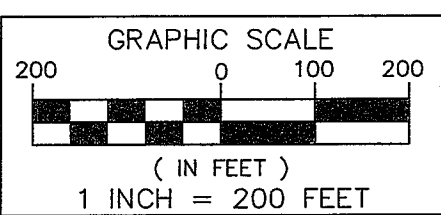
**EIGHT MILE ROAD**

**P.O.B.**

N89°25'00"E  
33.00'

SE CORNER SECTION 32 T1N-R8E

N00°00'00"E  
60.00'



WATER MAIN EASEMENT  
(0.171 ACRES)

**SUBJECT PROPERTY AND SHEET INDEX**

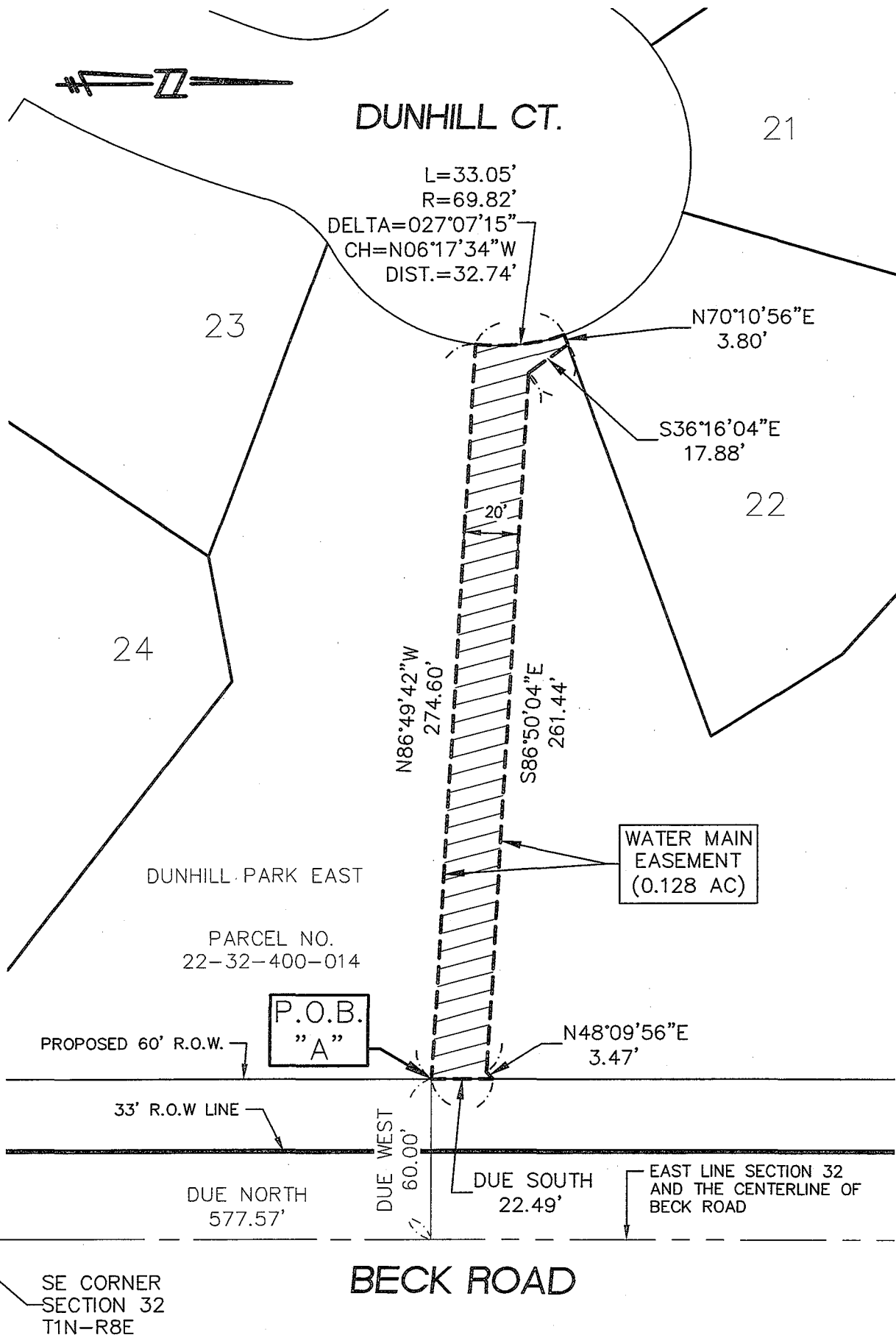
**SEIBER, KEAST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**DUNHILL PARK**  
SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

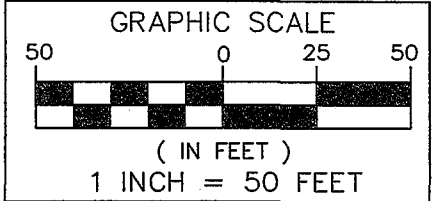
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DATE:	06-01-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-WM
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	1 OF 2

P:\14-011 Dunhill Park-8 Mile & Beck\EASEMENTS\14-011ESMT-WM.dwg

# EXHIBIT A



WATER MAIN EASEMENT  
(0.171 ACRES)



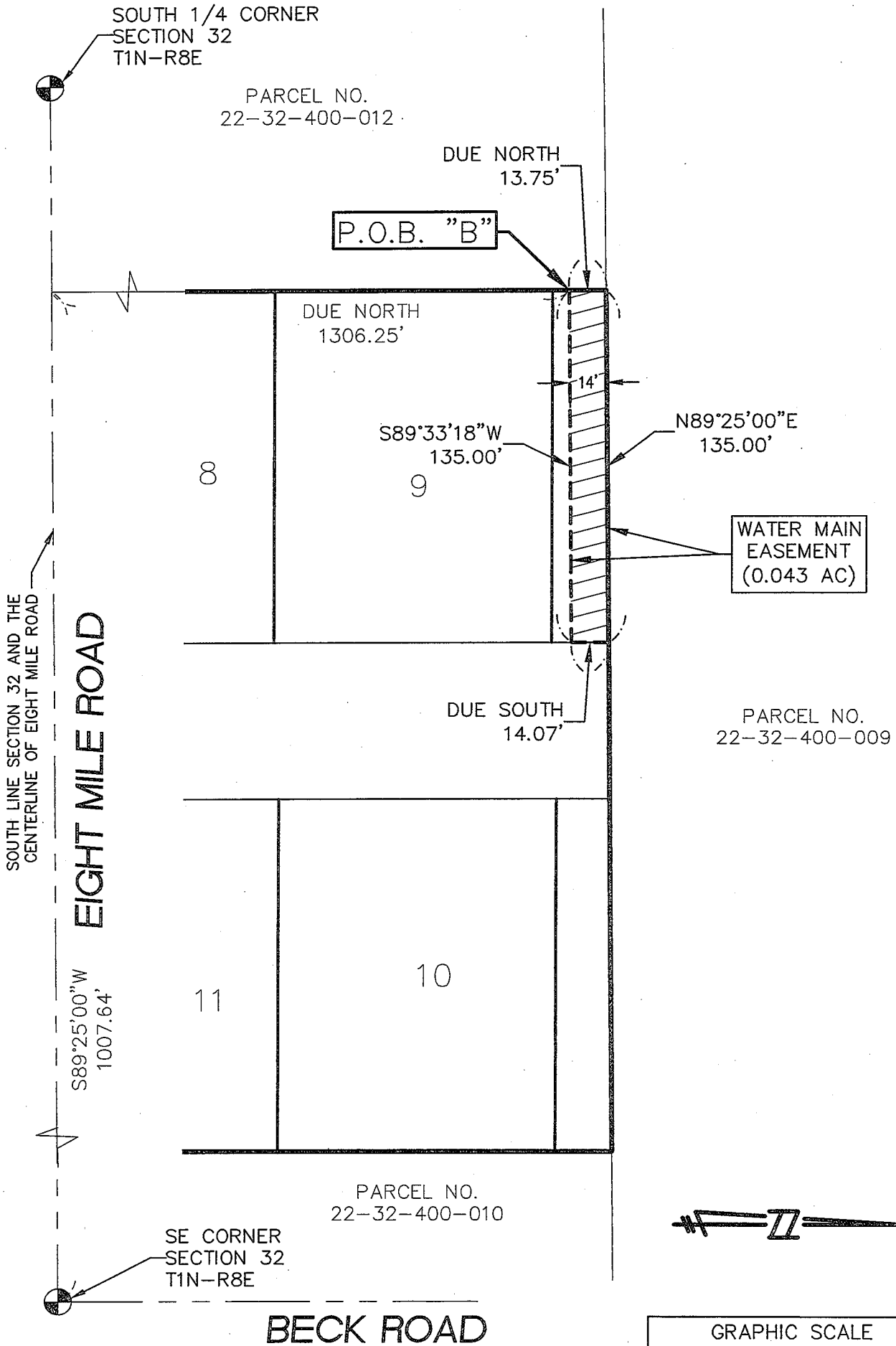
P:\14-011 Dunhill Park-8 Mile & Beck EASEMENTS\14-011ESMT-WM.dwg

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100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
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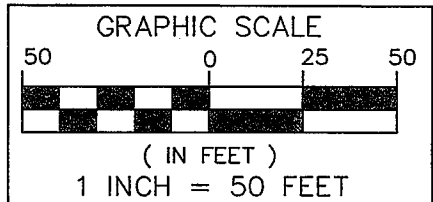
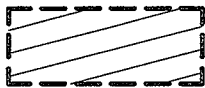
**DUNHILL PARK**  
SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	06-01-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-WM
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	2 OF 2

# EXHIBIT A



WATER MAIN EASEMENT (0.171 ACRES)



P:\14-011 Dunhill Park-8 Mile & Beck\EASEMENTS\14-011ESMT-WM.dwg



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

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
 PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**DUNHILL PARK**

SECTION 32, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	06-01-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-WM
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	3 OF 3

## EXHIBIT B

### "DUNHILL PARK"

#### LEGAL DESCRIPTION SANITARY SEWER

A Sanitary Sewer Easement located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast corner of said Section 32; thence North  $89^{\circ}25'00''$  East, 840.58 feet, along the South Line of Section 32 and the Centerline of "Eight Mile Road"; thence Due North, 108.78 feet; thence 77.25 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of  $22^{\circ}07'52''$  and a chord bearing and distance of North  $11^{\circ}03'56''$  West, 76.77 feet, for a POINT OF BEGINNING "A"; thence South  $75^{\circ}22'40''$  West, 15.00 feet; thence 23.22 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of  $07^{\circ}11'26''$  and a chord bearing and distance of North  $18^{\circ}32'09''$  West, 23.20 feet; thence 106.22 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of  $22^{\circ}07'52''$  and a chord bearing and distance of North  $11^{\circ}03'56''$  West, 105.56 feet; thence Due North, 116.10 feet; thence 65.12 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of  $13^{\circ}34'06''$  and a chord bearing and distance of North  $06^{\circ}47'03''$  East, 64.97 feet; thence 43.81 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of  $13^{\circ}34'06''$  and a chord bearing and distance of North  $06^{\circ}47'03''$  East, 43.71 feet; thence Due North, 334.08 feet; thence Due East, 15.00 feet, for a reference POINT "A"; thence Due South, 334.08 feet; thence 47.36 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of  $13^{\circ}34'06''$  and a chord bearing and distance of South  $06^{\circ}47'03''$  West, 47.25 feet; thence 61.57 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of  $13^{\circ}34'06''$  and a chord bearing and distance of South  $06^{\circ}47'03''$  West, 61.43 feet; thence Due South, 116.10 feet; thence 100.43 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of  $22^{\circ}07'52''$  and a chord bearing and distance of South  $11^{\circ}03'56''$  East, 99.80 feet, for a reference POINT "B"; thence 25.18 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of  $07^{\circ}12'52''$  and a chord bearing and distance of South  $18^{\circ}31'26''$  East, 25.17 feet, to the Point of Beginning "A".

And also, commencing at said reference POINT "A"; thence Due North, 173.88 feet, thence 43.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of  $12^{\circ}33'36''$  and a chord bearing and distance of North  $06^{\circ}16'48''$  West, 43.76 feet; thence 33.17 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of  $07^{\circ}18'38''$  and a chord bearing and distance of North  $08^{\circ}54'17''$  West, 33.15 feet, for a POINT OF BEGINNING "B"; thence Due West, 15.06 feet; thence 23.82 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of  $04^{\circ}57'45''$  and a chord bearing and distance of North  $02^{\circ}28'52''$  West, 23.81 feet; thence Due North, 205.43 feet; thence North  $89^{\circ}25'00''$  East, 15.00 feet; thence Due South, 205.59 feet; thence 23.82 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of  $05^{\circ}14'58''$  and a chord bearing and distance of South  $02^{\circ}37'29''$  East, 23.81 feet, to the Point of Beginning "B".

And also, commencing at said POINT "B"; thence North  $58^{\circ}53'26''$  East, 60.97 feet, for a POINT OF BEGINNING "C"; thence 15.27 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of  $04^{\circ}22'33''$  and a chord bearing and distance of North  $17^{\circ}12'57''$  West, 15.27 feet; thence North  $83^{\circ}35'56''$  East, 81.26 feet; thence 70.35 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of  $15^{\circ}30'13''$  and a chord bearing and distance of North  $75^{\circ}50'50''$  East, 70.14 feet; thence North  $68^{\circ}05'43''$  East,

## EXHIBIT B

44.18 feet; thence 195.79 feet along a curve to the left, said curve having a radius of 390.00 feet, a central angle of  $28^{\circ}45'50''$  and a chord bearing and distance of North  $53^{\circ}42'48''$  East, 193.74 feet; thence South  $55^{\circ}04'49''$  East, 85.44 feet; thence 36.65 feet along a curve to the right, said curve having a radius of 42.00 feet, a central angle of  $49^{\circ}59'41''$  and a chord bearing and distance of South  $30^{\circ}04'59''$  East, 35.50 feet, for a reference POINT "C"; thence North  $55^{\circ}04'49''$  West, 103.96 feet; thence 189.41 feet along a curve to the right, said curve having a radius of 405.00 feet, a central angle of  $26^{\circ}47'47''$  and a chord bearing and distance of South  $54^{\circ}41'50''$  West, 187.69 feet; thence South  $68^{\circ}05'43''$  West, 44.18 feet; thence 74.41 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of  $15^{\circ}30'13''$  and a chord bearing and distance of South  $75^{\circ}50'50''$  West, 74.19 feet; thence South  $83^{\circ}35'56''$  West, 78.40 feet, to the Point of Beginning "C".

And also, commencing at said reference POINT "C"; thence 185.78 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of  $152^{\circ}03'47''$  and a chord bearing and distance of South  $81^{\circ}07'02''$  East, 135.86 feet, for a POINT OF BEGINNING "D"; thence 20.07 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of  $16^{\circ}25'35''$  and a chord bearing and distance of North  $14^{\circ}38'17''$  East, 20.00 feet, for a reference POINT "D"; thence South  $75^{\circ}21'43''$  East, 15.13 feet; thence 20.05 feet along a curve to the right, said curve having a radius of 85.00 feet, a central angle of  $13^{\circ}30'46''$  and a chord bearing and distance of South  $14^{\circ}38'17''$  West, 20.00 feet; thence North  $75^{\circ}21'43''$  West, 15.13 feet, to the Point of Beginning "D".

And also, commencing at said reference POINT "D"; thence 136.22 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of  $111^{\circ}30'00''$  and a chord bearing and distance of North  $49^{\circ}19'30''$  West, 115.72 feet; thence 36.65 feet along a curve to the right, said curve having a radius of 42.00 feet, a central angle of  $49^{\circ}59'41''$  and a chord bearing and distance of North  $80^{\circ}04'40''$  West, 35.50 feet; thence North  $55^{\circ}04'49''$  West, 70.39 feet, for a POINT OF BEGINNING "E"; thence North  $55^{\circ}04'49''$  West, 15.04 feet; thence 95.61 feet along a curve to the left, said curve having a radius of 390.00 feet, a central angle of  $14^{\circ}02'48''$  and a chord bearing and distance of North  $23^{\circ}29'05''$  East, 95.37 feet; thence 29.04 feet along a curve to the right, said curve having a radius of 42.00 feet, a central angle of  $39^{\circ}36'35''$  and a chord bearing and distance of North  $36^{\circ}15'59''$  East, 28.46 feet, for a reference POINT "E"; thence South  $69^{\circ}49'56''$  East, 4.50 feet; thence 126.95 feet along a curve to the right, said curve having a radius of 405.00 feet, a central angle of  $17^{\circ}57'36''$  and a chord bearing and distance of South  $21^{\circ}41'30''$  West, 126.43, to the Point of Beginning "E".

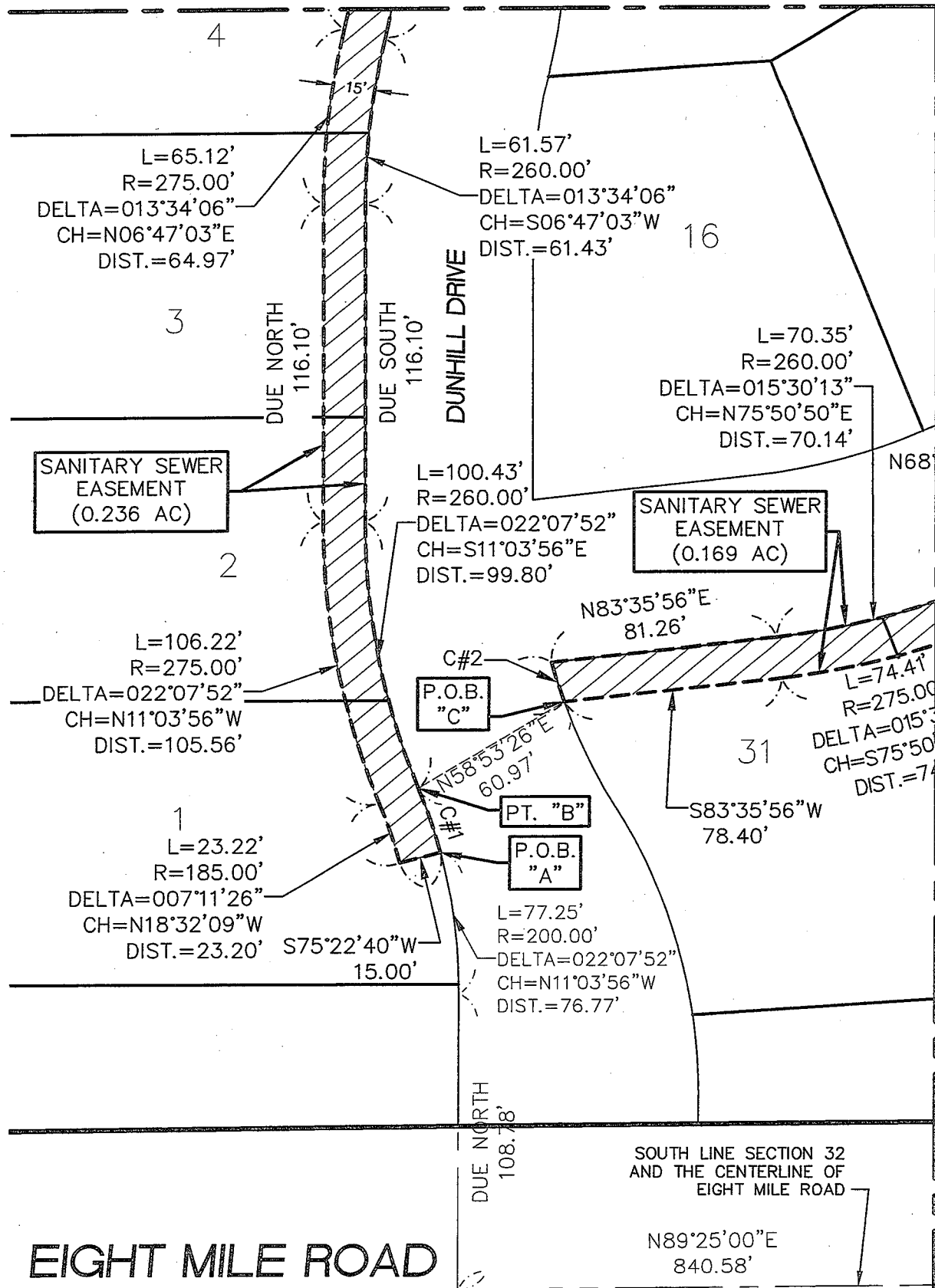
And also, commencing at said reference POINT "E"; thence 3.49 feet along a curve to the right, said curve having a radius of 42.00 feet, a central angle of  $04^{\circ}45'28''$  and a chord bearing and distance of North  $58^{\circ}27'00''$  East, 3.49 feet; thence 153.84 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of  $125^{\circ}55'15''$  and a chord bearing and distance of North  $02^{\circ}07'54''$  West, 124.70 feet, for a POINT OF BEGINNING "F"; thence 20.07 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of  $16^{\circ}25'35''$  and a chord bearing and distance of North  $73^{\circ}18'19''$  West, 20.00 feet; thence North  $16^{\circ}41'41''$  East, 15.13 feet; thence 20.05 feet along a curve to the right, said curve having a radius of 85.00 feet, a central angle of  $13^{\circ}30'46''$  and a chord bearing and distance of South  $73^{\circ}18'19''$  East, 20.00 feet; thence South  $16^{\circ}41'41''$  West, 15.13 feet, to the Point of Beginning "F". All of the above containing 0.539 acres.





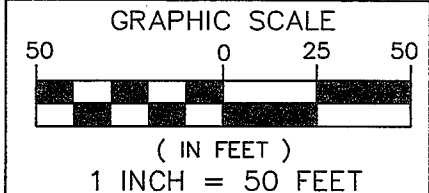
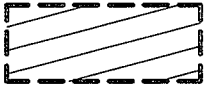
# EXHIBIT B

MATCH LINE - SEE SHEET 3



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	25.18'	200.00'	7°12'52"	S18°31'26"E	25.17'
C#2	15.27'	200.00'	4°22'33"	N17°12'57"W	15.27'

SANITARY SEWER EASEMENT  
(0.539 ACRES)



MATCH LINE - SEE SHEET 5

SE CORNER SECTION 32 T1N-R8E

P:\14-011 Dunhill Park-B Mile & Beck\EASEMENTS\14-011ESMT-SAN.dwg



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

CONSULTING ENGINEERS

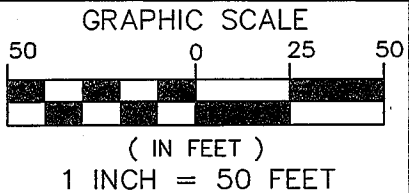
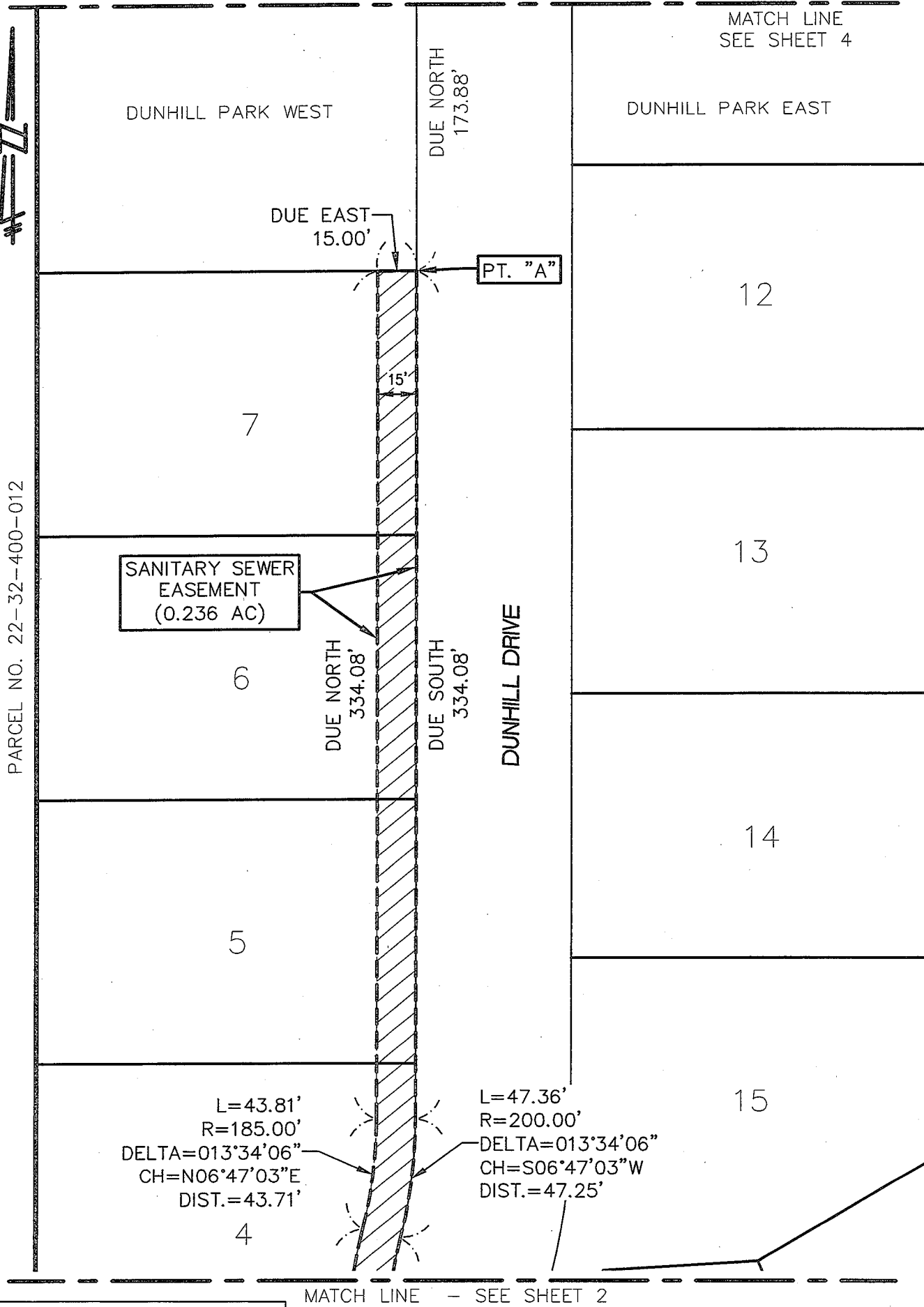
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**DUNHILL PARK**

SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	05-24-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-SAN
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	2 OF 8

# EXHIBIT B



SANITARY SEWER EASEMENT  
(0.539 ACRES)



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

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**DUNHILL PARK**

SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

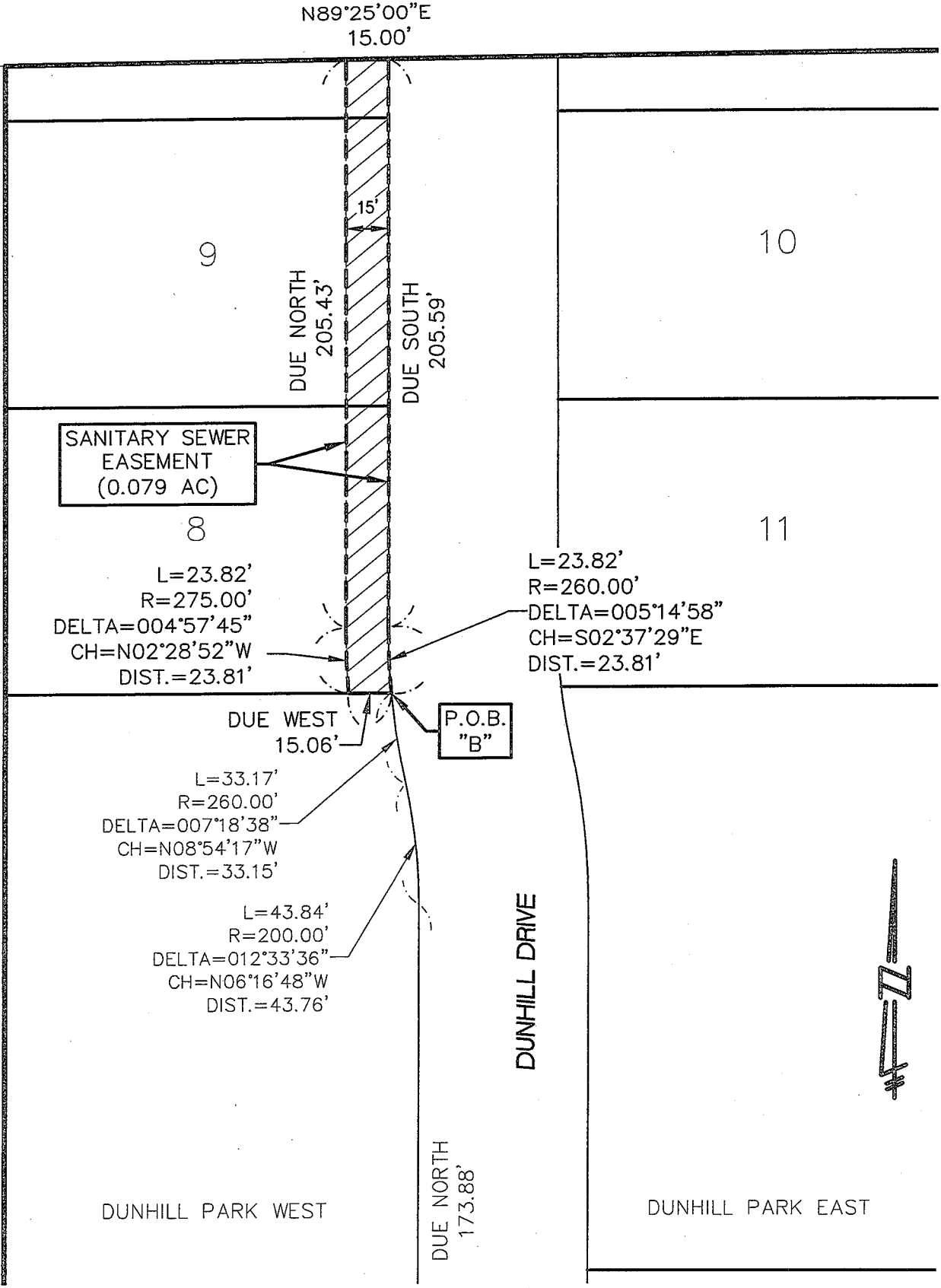
SCALE:	1" = 50'
DATE:	05-24-16
JOB NO.:	14-011
DWG FILE:	14-011ESMT-SAN
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	3 OF 8

P:\14-011 Dunhill Park-8 Mile & Beck\EASEMENTS\14-011ESMT-SAN.dwg

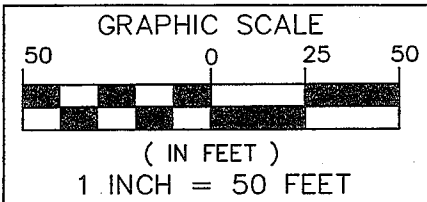
# EXHIBIT B

PARCEL NO.  
22-32-400-009

PARCEL NO. 22-32-400-012



MATCH LINE - SEE SHEET 3



SANITARY SEWER EASEMENT  
(0.539 ACRES)



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

CONSULTING ENGINEERS

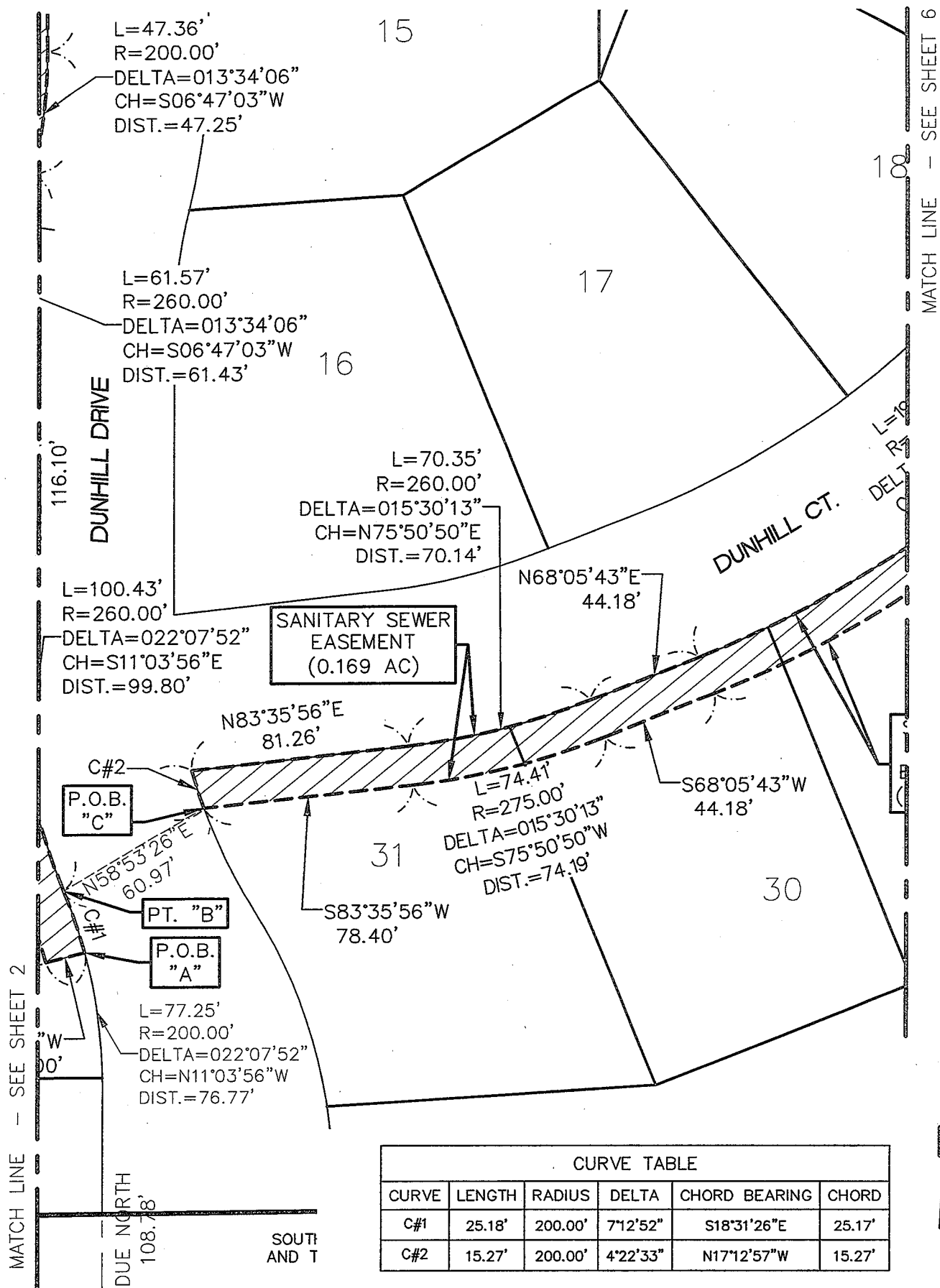
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**DUNHILL PARK**

SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

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DATE: 05-24-16  
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DWG FILE: 14-011ESMT-SAN  
DRAWN BY: AT, DFR  
CHECK: BE  
SHEET: 4 OF 8

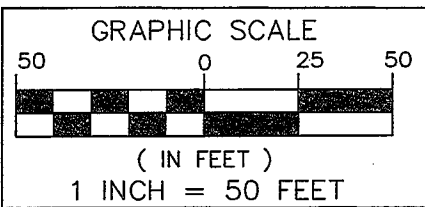
# EXHIBIT B



SANITARY SEWER EASEMENT  
(0.169 AC)

SOUTH AND T

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	25.18'	200.00'	7°12'52"	S18°31'26"E	25.17'
C#2	15.27'	200.00'	4°22'33"	N17°12'57"W	15.27'



SANITARY SEWER EASEMENT  
(0.539 ACRES)

P:\14-011 Dunhill Park-8 Mile & Beck/EASEMENTS\14-011ESMT-SAN.dwg

MATCH LINE - SEE SHEET 2

MATCH LINE - SEE SHEET 6



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CONSULTING ENGINEERS  
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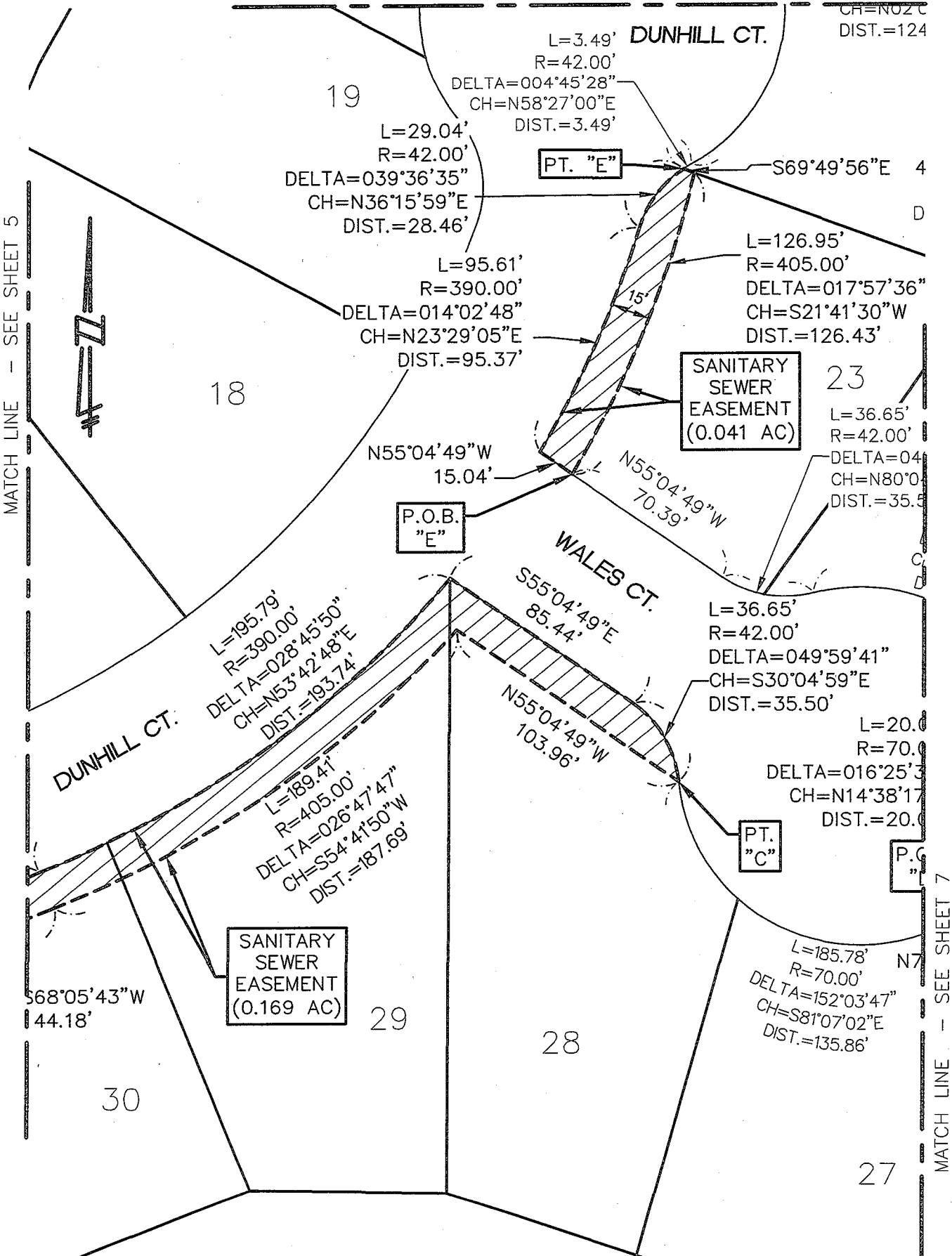
**DUNHILL PARK**  
SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
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SHEET:	5 OF 8

# EXHIBIT B

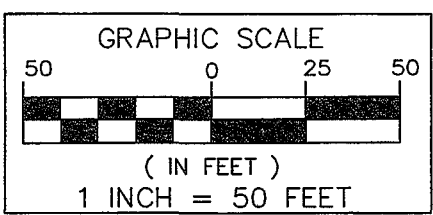
MATCH LINE - SEE SHEET 8

CH=N02°00'00"W  
DIST.=124'



MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 7



SANITARY SEWER EASEMENT (0.539 ACRES)

**SEIBER, KEAST ENGINEERING, L.L.C.**  
 CONSULTING ENGINEERS  
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
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**DUNHILL PARK**  
 SECTION 32, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI,  
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DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	6 OF 8

P:\14-011 Dunhill Park-8 Mile & Beck\EASEMENTS\14-011ESMT-SAN.dwg

# EXHIBIT B

MATCH LINE  
SEE SHEET 8

PT. "E" — S69°49'56"E 4.50'

DUNHILL PARK EAST

1'  
0'  
3"  
E  
7'

L=126.95'  
R=405.00'  
DELTA=017°57'36"  
CH=S21°41'30"W  
DIST.=126.43'

SANITARY  
SEWER  
EASEMENT  
(0.041 AC)

23

L=36.65'  
R=42.00'  
DELTA=049°59'41"  
CH=N80°04'40"W  
DIST.=35.50'

24

WALES CT.  
S55°04'49"E  
85.44'

S55°04'49"W  
103.96'

L=36.65'  
R=42.00'  
DELTA=049°59'41"  
CH=S30°04'59"E  
DIST.=35.50'

L=136.22'  
R=70.00'  
DELTA=111°30'00"  
CH=N49°19'30"W  
DIST.=115.72'

L=20.07'  
R=70.00'  
DELTA=016°25'35"  
CH=N14°38'17"E  
DIST.=20.00'

PT.  
"D"

S75°21'43"E  
15.13' 25

L=20.05'  
R=85.00'  
DELTA=013°30'46"  
CH=S14°38'17"W  
DIST.=20.00'

SANITARY SEWER  
EASEMENT  
(0.007 AC)

PT.  
"C"

P.O.B.  
"D"

L=185.78'  
R=70.00'  
DELTA=152°03'47"  
CH=S81°07'02"E  
DIST.=135.86'

N75°21'43"W  
15.13'

26

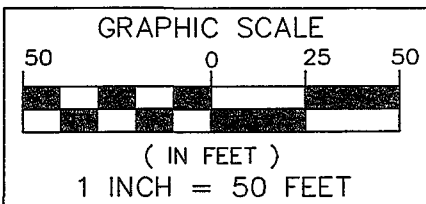
28

27

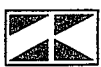
DUNHILL PARK EAST

NORTHERLY RIGHT-OF-WAY LINE  
OF EIGHT MILE ROAD

MATCH LINE - SEE SHEET 6



SANITARY SEWER EASEMENT  
(0.539 ACRES)



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

CONSULTING ENGINEERS

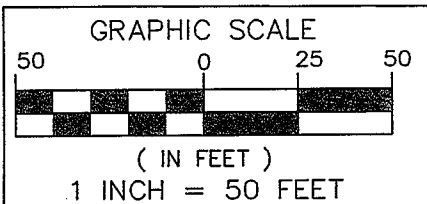
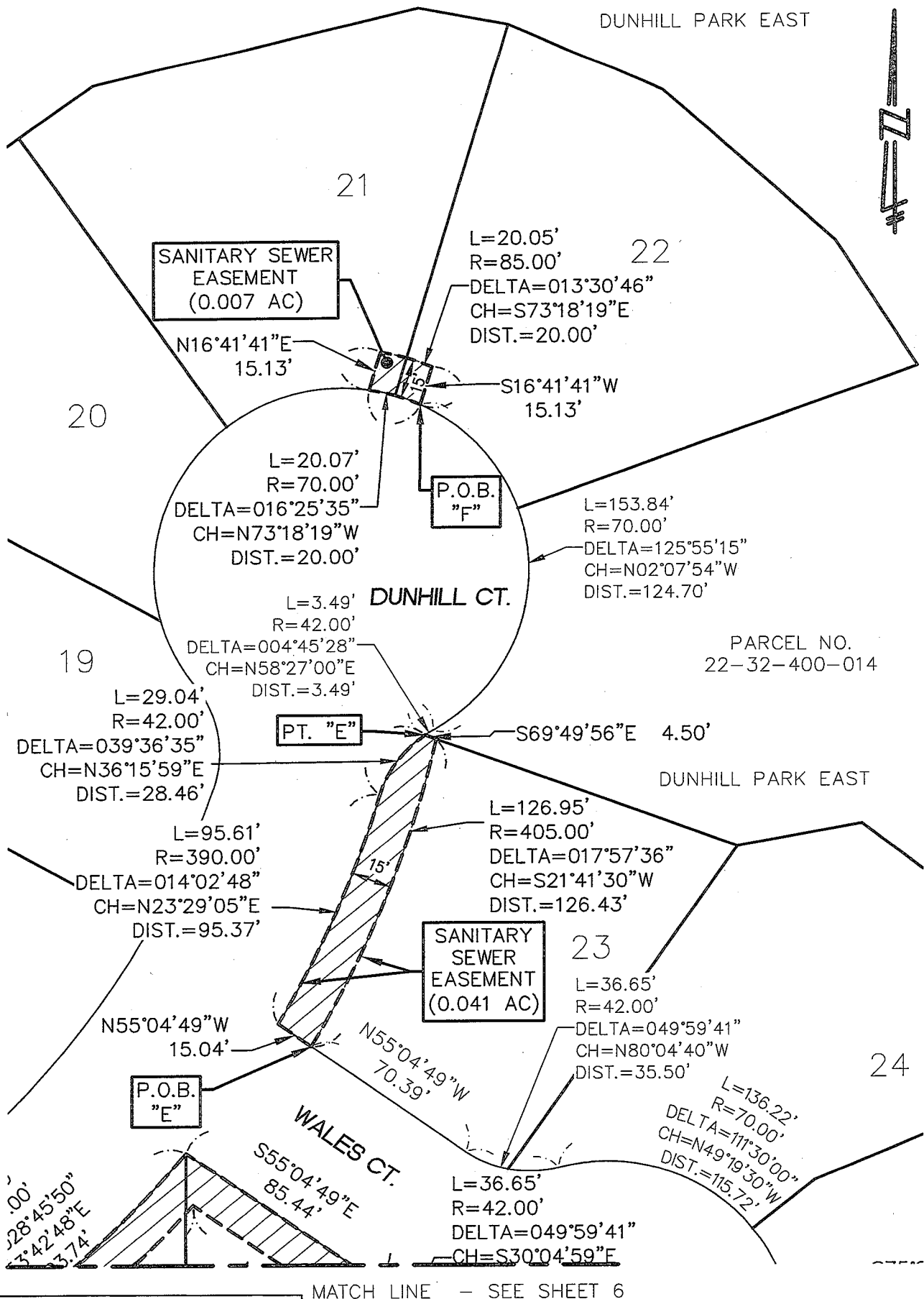
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**DUNHILL PARK**

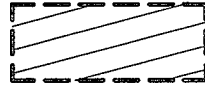
SECTION 32, TOWN 1 NORTH,  
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DWG FILE: 14-011ESMT-SAN  
DRAWN BY: AT, DFR  
CHECK: BE  
SHEET: 7 OF 8

# EXHIBIT B



SANITARY SEWER EASEMENT  
(0.539 ACRES)



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

CONSULTING ENGINEERS

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## DUNHILL PARK

SECTION 32, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
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DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	8 OF 8

P:\14-011 Dunhill Park-8 Mile & Beck EASEMENTS\14-011ESMT-SAN.dwg



February 2, 2017

Whitney Findlay  
Hunter Pasteur Homes Dunhill Park, LLC  
32300 Northwestern Hwy, Suite 125  
Farmington Hills, Michigan 48334

Re: Dunhill Park - Acceptance Documents Review  
Novi # JSP15-0013  
SDA Job No. NV16-226  
**EXHIBITS APPROVED**

Dear Ms. Findlay:

We have reviewed the Acceptance Document Package received by our office on February 1, 2016 against the Final Site Plan (Stamping Set) approved on August 25, 2016. We offer the following comments:

**Final Acceptance Documents:**

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

1. On-Site Water System Easement – (executed: exhibit dated 06-01-16) – Exhibits Approved.
2. On-Site Sanitary Sewer Easement – (executed: exhibit dated 05-24-16) – Exhibits Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement – (executed: exhibit dated 07-13-16) – Exhibits Approved.
4. Sidewalk Easement – (executed: exhibit dated 08-24-16) – Exhibits Approved.
5. Wetland Conservation Easement (executed: exhibit dated 08-10-16) – Exhibits Approved.
6. Warranty Deed for Beck Road Right-of-Way – (executed, unrecorded, dated 07-26-16) – Exhibits Approved.
7. Warranty Deed for streets Right-of-Way – (executed, unrecorded, dated 07-26-16) – Exhibits Approved.
8. Bills of Sale: Sanitary Sewer System and Water Supply System – SUPPLIED – Approved.
9. Bills of Sale: Streets – SUPPLIED – Approved.
10. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – Approved.
11. Full Unconditional Waivers of Lien from contractors installing streets – SUPPLIED – Approved.

 **SPALDING DEDECKER**  
Engineering & Surveying Excellence since 1954

- 12. Sworn Statement from contractors installing public utilities - SUPPLIED – Approved.
- 13. Sworn Statement from contractors installing streets - SUPPLIED – Approved.
- 14. Maintenance and Guarantee Bond – (in the amount of \$122,258.75) –SUPPLIED- Approved.

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

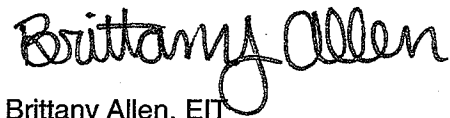
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

**It should be noted** that the Plan Review Center Report dated July 1, 2016 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

**SPALDING DEDECKER**



Brittany Allen, EIT  
Engineer

Cc (via Email): Cortney Hanson, City Clerk  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC  
Sarah Marchioni, Building Project Coordinator  
Ted Meadows, Spalding DeDecker  
Taylor Reynolds, Spalding DeDecker  
Theresa Bridges, City Construction Engineer  
Darcy Rehtien, City Engineering Technician  
Angie Pawlowski, Community Development Bond Coordinator  
Aaron Staup, City Construction Engineering Coordinator  
Robert Emerine, PE, Seiber-Keast Engineering, LLC.

**FULL UNCONDITIONAL WAIVER**

Check # 3673

I/We have a contract with: Hunter Pasteur Homes Dunhill Park LLC

To provide: paving

For the improvement of the property described as: Dunhill Park

Address: Eight Mile and Beck Roads, Novi, Michigan

Commonly known as: Dunhill Park Condominiums

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 furnishings from me/one of us, or 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.

Cadillac Asphalt, LLC

*J. Blin*  
Signature of Lien Claimant

Signed on: 1-12-17  
Date

Jim Blin  
Printed Name of Lien Claimant

Address: 51777 12 Mile

Wixom, MI 48393

Phone No: 248-380-3645

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

**FULL UNCONDITIONAL WAIVER**

Check # 3676

I/We have a contract with: Hunter Pasteur Homes Dunhill Park LLC

To provide: site development – underground, soils, roads

For the improvement of the property described as: Dunhill Park

Address: Eight Mile and Beck Roads, Novi, Michigan

Commonly known as: Dunhill Park Condominiums

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 furnishings from me/one of us, or 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.

Stante Excavating

  
Signature of Lien Claimant

Signed on: 1/12/16  
Date

JAMES A. CUSBR  
Printed Name of Lien Claimant

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

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

**SWORN STATEMENT**

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF Oakland )

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

Contract No. \_\_\_\_\_; Project Name: Dunhill Park

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

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



**SWORN STATEMENT**

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF OAKLAND )

JAMES A. CUBR \_\_\_\_\_, being duly sworn, deposes and says: That STANTE EXCAVATING CO., INC. is a/the (contractor)(subcontractor)(supplier) for an improvement to the following described public works situated in \_\_\_\_\_ County, Michigan, described as follows:

**Contract No.** OAKLAND ; **Project Name:** DUNHILL PARK

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

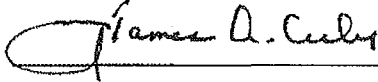
Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
CALO & SONS	MATERIALS/TRUCKING	12,797.10	12,797.10	0	0	0	0	0
EJ USA, INC.	MATERIALS	69,236.60	69,236.60	0	0	0	0	0
ETNA SUPPLY	MATERIALS	235,967.71	235,967.71	0	0	0	0	0
JAY'S EXCAVATING	INSTALLATION	24,875.07	24,875.07	0	0	0	0	0
LOU'S TRANSPORT	TRUCKING	10,299.88	10,299.88	0	0	0	0	0
MACK INDUSTRIES	MATERIALS	78,337.21	78,337.21	0	0	0	0	0
MRM CONSTRUCTION	EDGEDRAIN	33,750.00	33,750.00	0	0	0	0	0
NORTHERN CONCRETE	MATERIALS	66,263.15	66,263.15	0	0	0	0	0
NORTON CONSTRUCTION	BORING	49,545.00	49,545.00	0	0	0	0	0
T.K.M.S.	TRUCKING	114,093.95	114,093.95	0	0	0	0	0
TLS CONSTRUCTION LLC	GRADING	20,217.60	20,217.60	0	0	0	0	0
	<b>SUB TOTALS</b>	<b>715,383.27</b>	<b>715,383.27</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
	TOTALS	715,383.27	715,383.27	0	0	0	0	0

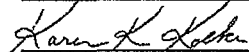
That the (contractor) (subcontractor) has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

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

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

  
 JAMES A. CUBR, C.F.O. (Deponent)

Subscribed and sworn to before me this 31ST day of JANUARY, 2017.

  
 \_\_\_\_\_, Notary Public  
 OAKLAND County, Michigan  
 My commission expires: 05-27-2019  
 Acting in OAKLAND County

KAREN K. KOLKE  
 NOTARY PUBLIC, STATE OF MI  
 COUNTY OF OAKLAND  
 MY COMMISSION EXPIRES May 27, 2019  
 ACTING IN COUNTY OF





# SPALDING DeDECKER

Engineering & Surveying Excellence since 1954

February 2, 2017

Whitney Findlay  
Hunter Pasteur Homes Dunhill Park, LLC  
32300 Northwestern Hwy, Suite 125  
Farmington Hills, Michigan 48334

Re: Dunhill Park - Acceptance Documents Review  
Novi # JSP15-0013  
SDA Job No. NV16-226  
**EXHIBITS APPROVED**

Dear Ms. Findlay:

We have reviewed the Acceptance Document Package received by our office on February 1, 2016 against the Final Site Plan (Stamping Set) approved on August 25, 2016. We offer the following comments:

**Final Acceptance Documents:**

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

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 **SPALDING DEDECKER**  
Engineering & Surveying Excellence since 1954

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14. Maintenance and Guarantee Bond – (in the amount of \$122,258.75) –SUPPLIED- Approved.

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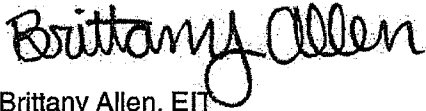
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**It should be noted** that the Plan Review Center Report dated July 1, 2016 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

**SPALDING DEDECKER**



Brittany Allen, EIT  
Engineer

Cc (via Email): Cortney Hanson, City Clerk  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC  
Sarah Marchioni, Building Project Coordinator  
Ted Meadows, Spalding DeDecker  
Taylor Reynolds, Spalding DeDecker  
Theresa Bridges, City Construction Engineer  
Darcy Rehtien, City Engineering Technician  
Angie Pawlowski, Community Development Bond Coordinator  
Aaron Staup, City Construction Engineering Coordinator  
Robert Emerine, PE, Seiber-Keast Engineering, LLC.