



CITY of NOVI CITY COUNCIL

Agenda Item N
February 6, 2017

SUBJECT: Acceptance of a sidewalk easement from Pinnacle-Valencia South, LLC, as part of the Valencia Estates South development located south of Ten Mile Road and west of Beck Road (Parcel 50-22-29-226-046).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer of Valencia Estates South 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 Andover Pointe No. 2 neighborhood.

The enclosed sidewalk easement has been favorably reviewed by the City Attorney (Beth Saarela's January 16, 2017 letter) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of a sidewalk easement from Pinnacle-Valencia South, LLC, as part of the Valencia Estates South development located south of Ten Mile Road and west of Beck Road (Parcel 50-22-29-226-046).

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

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

Valencia Estates South

Sidewalk Easement Location Map



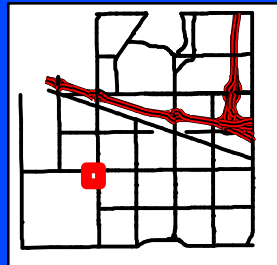
Proposed Sidewalk Easement

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

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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



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



1 inch = 250 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 16, 2017

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

Re: Valencia South JSP13-0075
Acceptance Documents

Dear Mr. Melistas:

We have received and reviewed the following documents for Valencia South:

- Water System Easement (***Approved***)
- Sanitary Sewer System Easement (***Approved***)
- On-Site Sidewalk Easement (***Approved***)
- Bills of Sale – Water and Sanitary Sewer (***Approved***)
- Warranty Deeds –Beck Road ROW – (***Approved***)
- Bill of Sale for Road Paving (***Approved***)
- Maintenance and Guarantee Bond (***Approved***)
- Title Commitment

Water and Sanitary Sewer System Easements

Pinnacle-Valencia South, LLC, seeks to convey the Water System Easement and Sanitary Sewer System Easement and corresponding Bill of Sale for water main and sanitary sewer facilities serving the Valencia South 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 provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Maintenance and Guarantee Bond posted for the water and sanitary sewer system is in the form of a letter of credit. The amount has been approved by the City's Consulting Engineer. The Bond is in place to guarantee the materials and workmanship of the water and sanitary sewer system facilities for two years from the date of acceptance.

On-Site 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. The Sidewalk Easement should be placed on an upcoming City Council Agenda for acceptance.

Warranty Deeds

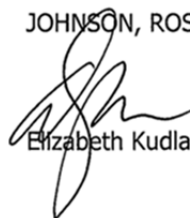
The Warranty Deed provided to the City for the adjacent Beck Road Right-of-Way is acceptable. The City Consulting Engineer has reviewed and approved the legal descriptions. The Warranty Deed may be placed on an upcoming City Council Agenda for acceptance. Once accepted by City Council, the Warranty Deed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

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk (w/Enclosures-Originals 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)
Brad Botham, Pinnacle Homes (w/Enclosures)

George Melistas, Engineering Manager
January 16, 2017
Page 3

Thomas R. Schultz, Esquire (w/Enclosures)

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Valencia South LLC, a Michigan limited liability company, whose address is 1668 S. Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48302, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached *Exhibit "A"*]

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 a water main, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached *Exhibit "B"*]

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.


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 "C"*.

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.

The undersigned Grantor has affixed his signature this 31 day of October, 2016.

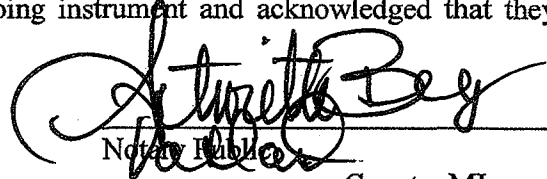
GRANTOR:

Pinnacle-Valencia South LLC,
a Michigan limited liability company

By: 
Howard Fingerroot
Its: Manager

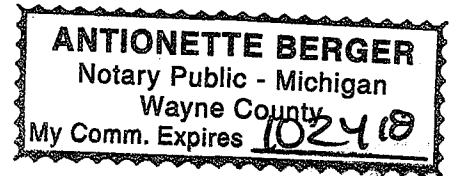
STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 31st day of October, 2016, before me, personally appeared the above named Howard Fingerroot, the Manager of Pinnacle-Valencia South LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.


Notary Public
 County, MI
My commission expires 10/24/18

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331



AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk
City Of Novi
45175 Ten Mile Road
Novi, MI 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated 10-31, 2016, attached hereto and incorporated as Exhibit A, whereby Pinnacle-Valencia South LLC, grants and conveys said easement to Novi Corporate Park V, LLC, 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 2nd day of OCTOBER, 2016.

Flagstar Bank, LLC

By: [Signature]

Michael J. Wentrack

Its: First Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 2nd day of October, 2016, by Michael J. Wentrack, the First Vice President of Flagstar Bank, a Michigan a federally chartered savings bank

BARBARA J. WEAVER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES 01/29/2017
Acting in the County of Oakland

[Signature]
Notary Public
Acting in Oakland County, MI
My commission expires: 1/29/17

EXHIBIT A

"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION WATER MAIN EASEMENT

A Water Main Easement, located in a Part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1516.10 feet along the East Line of said Section 29 and the centerline of Beck Road; thence South 89°52'18" West, 808.73 feet, along the Northerly line of "Andover Pointe No. 2", as recorded in Liber 231 of Plats, on Pages 30 and 31, Oakland County Records, for a POINT OF BEGINNING 'A'; thence continuing South 89°52'18" West, 20.00 feet; thence North 00°07'42" West, 12.34 feet; thence North 47°20'09" East, 44.93 feet; thence North 13°19'08" West, 122.66 feet; thence 20.14 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 04°26'18" and a chord bearing and distance of North 70°02'06" East, 20.14 feet; thence South 13°19'08" East, 136.69 feet; thence South 47°20'09" West, 47.83 feet; thence South 00°07'42" East, 3.55 feet, to the Point of Beginning 'A'.

And also, commencing at the Northeast Corner of said Section 29; thence Due West, 1338.24 feet, along the North line of said Section 29 and the centerline of Ten Mile Road; thence South 00°25'08" West, 631.23 feet, along the Easterly line of "Echo Valley Estates", as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence Due East, 149.67 feet, for a POINT OF BEGINNING 'B'; thence Due North, 98.28 feet; thence 12.73 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 02°48'15" and a chord bearing and distance of North 01°24'08" East, 12.72 feet; thence Due East, 18.02 feet; thence 12.73 feet along a curve to the left, said curve having a radius of 242.00 feet, a central angle of 03°00'47" and a chord bearing and distance of South 01°30'24" West, 12.72 feet; thence Due South, 98.28 feet; thence Due West, 18.00 feet, to the Point of Beginning 'B'. All of the above containing 0.130 Acres.

EXHIBIT A

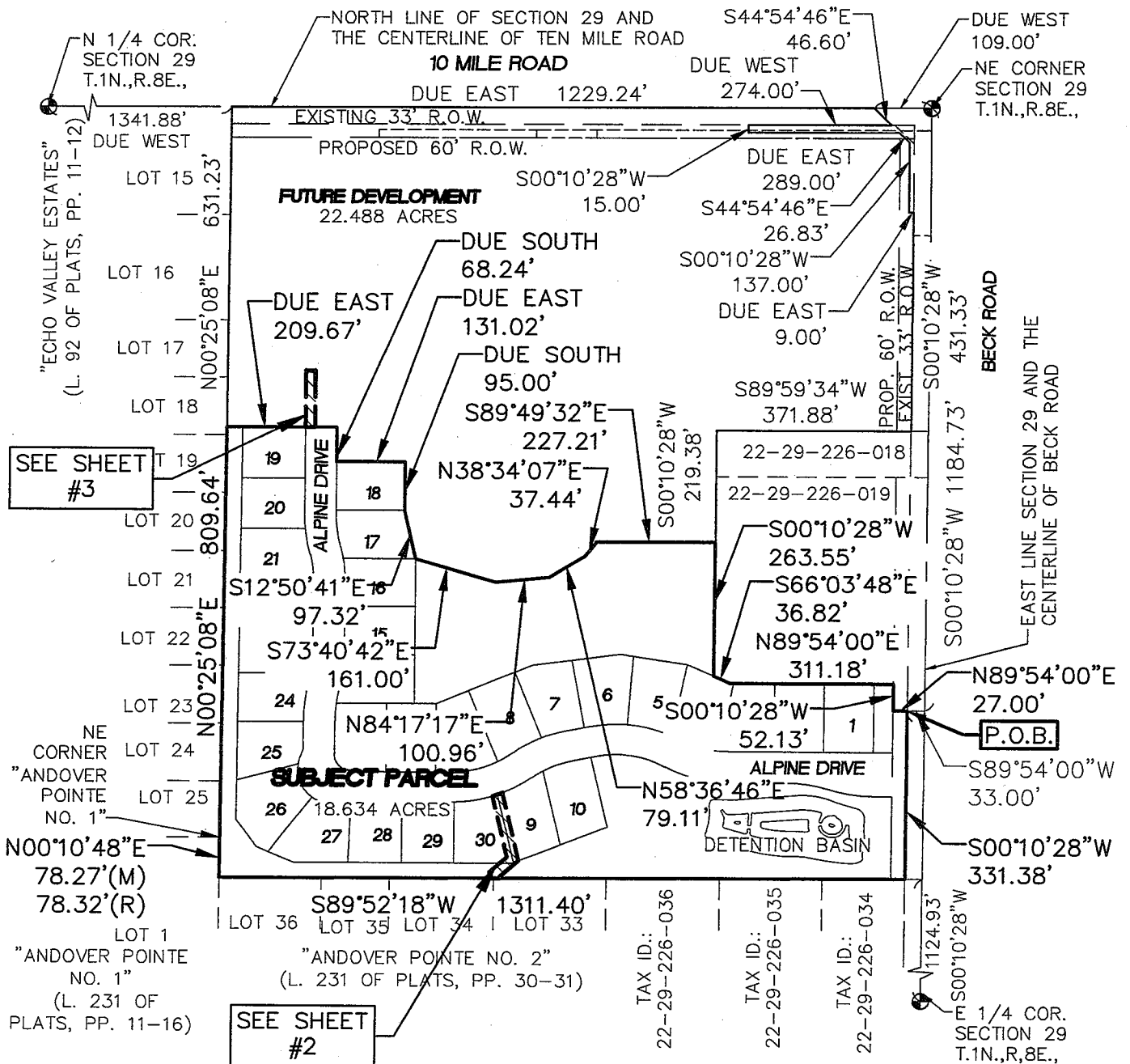
"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION WATER MAIN EASEMENT

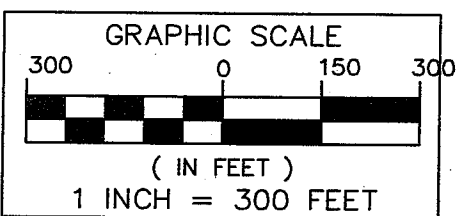
A Water Main Easement, located in a Part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South $00^{\circ}10'28''$ West, 1516.10 feet along the East Line of said Section 29 and the centerline of Beck Road; thence South $89^{\circ}52'18''$ West, 808.73 feet, along the Northerly line of "Andover Pointe No. 2", as recorded in Liber 231 of Plats, on Pages 30 and 31, Oakland County Records, for a POINT OF BEGINNING 'A'; thence continuing South $89^{\circ}52'18''$ West, 20.00 feet; thence North $00^{\circ}07'42''$ West, 12.34 feet; thence North $47^{\circ}20'09''$ East, 44.93 feet; thence North $13^{\circ}19'08''$ West, 122.66 feet; thence 20.14 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $04^{\circ}26'18''$ and a chord bearing and distance of North $70^{\circ}02'06''$ East, 20.14 feet; thence South $13^{\circ}19'08''$ East, 136.69 feet; thence South $47^{\circ}20'09''$ West, 47.83 feet; thence South $00^{\circ}07'42''$ East, 3.55 feet, to the Point of Beginning 'A'.

And also, commencing at the Northeast Corner of said Section 29; thence Due West, 1338.24 feet, along the North line of said Section 29 and the centerline of Ten Mile Road; thence South $00^{\circ}25'08''$ West, 631.23 feet, along the Easterly line of "Echo Valley Estates", as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence Due East, 149.67 feet, for a POINT OF BEGINNING 'B'; thence Due North, 98.28 feet; thence 12.73 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $02^{\circ}48'15''$ and a chord bearing and distance of North $01^{\circ}24'08''$ East, 12.72 feet; thence Due East, 18.02 feet; thence 12.73 feet along a curve to the left, said curve having a radius of 242.00 feet, a central angle of $03^{\circ}00'47''$ and a chord bearing and distance of South $01^{\circ}30'24''$ West, 12.72 feet; thence Due South, 98.28 feet; thence Due West, 18.00 feet, to the Point of Beginning 'B'. All of the above containing 0.130 Acres.

EXHIBIT A



WATER MAIN EASEMENT
(0.130 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

VALENCIA SOUTH ESTATES PHASE 1 & 2
 SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	04-14-16
JOB NO.:	14-002
DWG FILE:	14-002ESMT-WM1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 3

EXHIBIT A

TEN MILE ROAD

NORTH LINE SECTION 29 AND THE
CENTERLINE OF TEN MILE ROAD

NE. COR.
SECTION 29
T.1N.,R.8E.,

SUBJECT PARCEL

18.634 ACRES

7

6

8

11

ALPINE DRIVE

L=20.14'
R=260.00'
DELTA=004°26'18"
CH=N70°02'06"E
DIST.=20.14'

WATER MAIN
EASEMENT
(0.084 ACRES)

30

N13°19'08"W
122.66'
S13°19'08"E
136.69'

9

10

N00°07'42"W
12.34'

N47°20'09"E
44.93'

S47°20'09"W
47.83'
S00°07'42"E
3.55'

P.O.B. 'A'

S89°52'18"W 808.73'
1311.40'

S89°52'18"W
20.00'
LOT 34

LOT 33

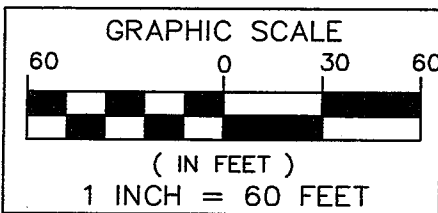
"ANDOVER POINTE NO. 2"
(L. 231 OF PLATS, PP. 30-31)

S00°10'28"W
1124.93'

S00°10'28"W 1516.10'
BECK ROAD

EAST LINE SECTION 29 AND
THE CENTERLINE OF BECK ROAD

E 1/4 COR.
SECTION 29
T.1N.,R.8E.,



WATER MAIN EASEMENT
(0.130 ACRES)

WATER MAIN EASEMENT



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

CONSULTING ENGINEERS

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

**VALENCIA SOUTH ESTATES
PHASE 1 & 2**

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	04-14-16
JOB NO.:	14-002
DWG FILE:	14-002ESMT-WM1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 3

EXHIBIT A

N 1/4. COR.
SECTION 29
T.1N.,R.8E.,

NORTH LINE SECTION 29 AND THE
CENTERLINE OF TEN MILE ROAD

TEN MILE ROAD

DUE WEST 1338.24'

NE. COR.
SECTION 29
T.1N.,R.8E.,

FUTURE DEVELOPMENT

22.488 ACRES

EAST LINE SECTION 29 AND THE
CENTERLINE OF BECK ROAD
BECK ROAD

E 1/4 COR.
SECTION 29
T.1N.,R.8E.,

"ECHO VALLEY ESTATES"
(L. 92 OF PLATS, PP. 11-12)

LOT 16

LOT 17

LOT 18

LOT 19

L=12.73'
R=260.00'
DELTA=002°48'15"
CH=N01°24'08"E
DIST.=12.72'

L=12.73'
R=242.00'
DELTA=003°00'47"
CH=S01°30'24"W
DIST.=12.72'

WATER MAIN
EASEMENT
(0.046 ACRES)

P.O.B. 'B'

DUE EAST 149.67'

DUE EAST 209.67'

DUE WEST
18.00'

19

N00°25'08"E 809.64'

S00°25'08"W 631.23'

DUE NORTH
98.28'

DUE EAST
18.02'

DUE SOUTH
98.28'

DUE SOUTH
68.24'

DUE EAST 131.02'

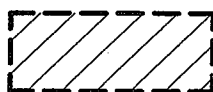
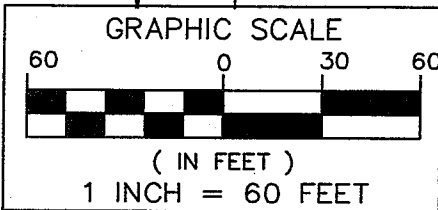
SUBJECT PARCEL

18.634 ACRES

18

DUE SOUTH
95.00'

ALPINE DRIVE



WATER MAIN EASEMENT
(0.130 ACRES)

WATER MAIN EASEMENT



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

CONSULTING ENGINEERS

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PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**VALENCIA SOUTH ESTATES
PHASE 1 & 2**

SECTION 29, TOWN 1 NORTH,
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OAKLAND COUNTY, MICHIGAN

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CHECK:	PK
SHEET:	3 OF 3

EXHIBIT A

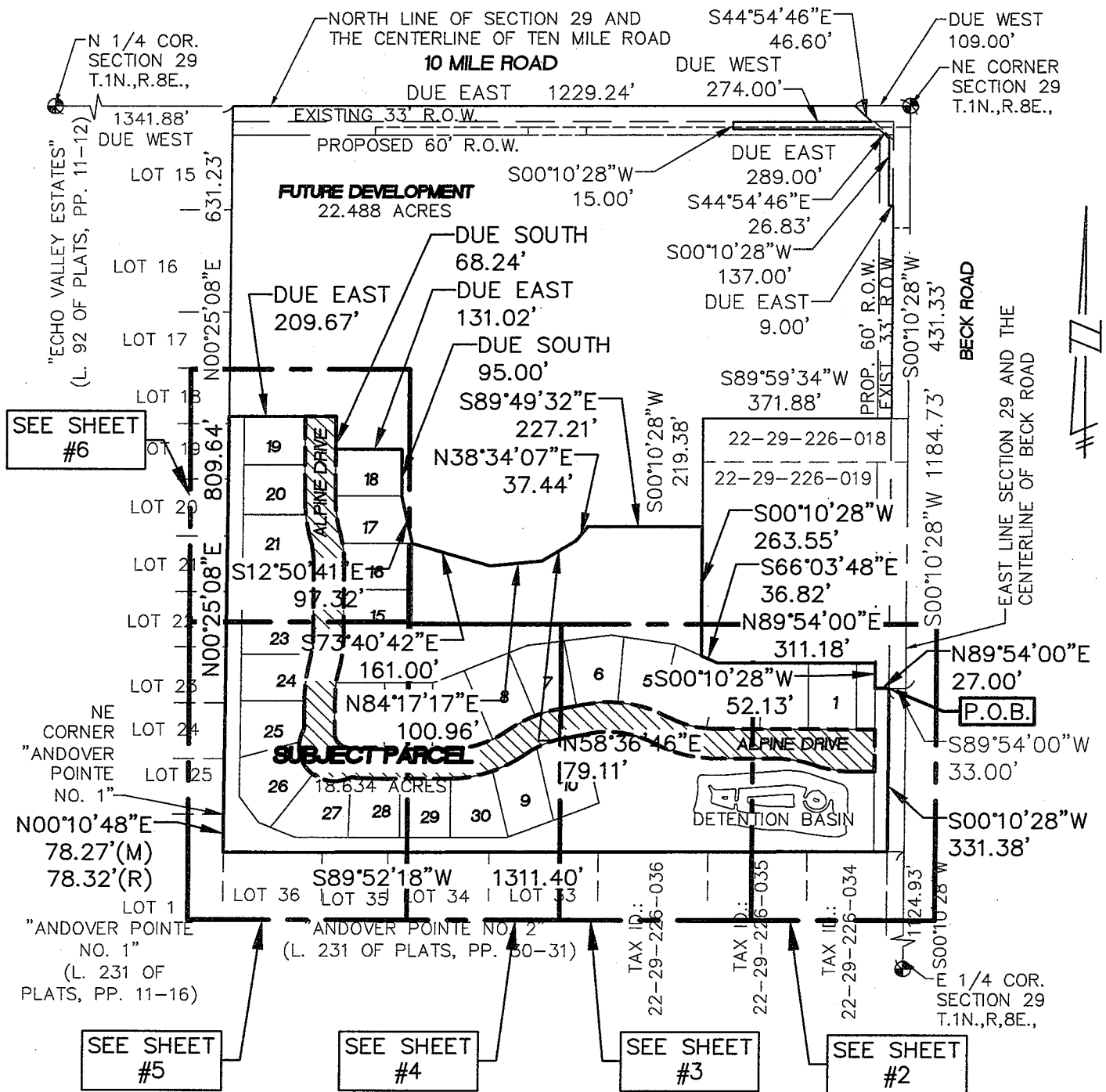
"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION

WATER MAIN EASEMENT – R.O.W.

A Water Main Easement, located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1267.89 feet along the East Line of said Section 29 and centerline of Beck Road; thence North 89°49'32" West, 60.00 feet, for a POINT OF BEGINNING; thence South 00°10'28" West, 86.00 feet; thence North 89°49'32" West, 38.21 feet; thence 82.57 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 18°11'42" and a chord bearing and distance of North 80°43'41" West, 82.22 feet; thence 82.57 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 18°11'42" and a chord bearing and distance of North 80°43'41" West, 82.22 feet; thence North 89°49'32" West, 113.99 feet; thence 126.13 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 27°47'40" and a chord bearing and distance of North 75°55'42" West, 124.89 feet; thence 134.61 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 38°33'45" and a chord bearing and distance of North 81°18'45" West, 132.08 feet; thence South 79°24'23" West, 46.42 feet; thence 87.76 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 25°08'29" and a chord bearing and distance of South 66°50'08" West, 87.06 feet; thence 161.58 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 35°36'24" and a chord bearing and distance of South 72°04'06" West, 158.99 feet; thence South 89°52'18" West, 130.05 feet; thence 43.63 feet along a curve to the right, said curve having a radius of 630.00 feet, a central angle of 03°58'05" and a chord bearing and distance of North 88°09'04" West, 43.62 feet; thence North 86°10'02" West, 10.66 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°19'54" and a chord bearing and distance of South 81°10'01" West, 14.91 feet; thence 167.17 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 136°49'50" and a chord bearing and distance of North 43°05'01" West, 130.18 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°19'54" and a chord bearing and distance of North 12°39'57" East, 14.91 feet; thence Due North, 49.15 feet; thence 77.35 feet along a curve to the right, said curve having a radius of 330.00 feet, a central angle of 13°25'46" and a chord bearing and distance of North 06°42'53" East, 77.17 feet; thence 63.28 feet along a curve to the left, said curve having a radius of 270.00 feet, a central angle of 13°25'46" and a chord bearing and distance of North 06°42'53" East, 63.14 feet; thence Due North, 137.97 feet; thence 51.77 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 14°49'49" and a chord bearing and distance of North 07°24'55" West, 51.62 feet; thence 85.42 feet along a curve to the right, said curve having a radius of 330.00 feet, a central angle of 14°49'49" and a chord bearing and distance of North 07°24'55" West, 85.18 feet; thence Due North, 165.65 feet; thence Due East, 60.00 feet; thence Due South, 165.65 feet; thence 69.89 feet along a curve to the left, said curve having a radius of 270.00 feet, a central angle of 14°49'49" and a chord bearing and distance of South 07°24'55" East, 69.69 feet; thence 67.30 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 14°49'49" and a chord bearing and distance of South 07°24'55" East, 67.11 feet; thence Due South, 137.97 feet; thence 77.35 feet along a curve to the right, said curve having a radius of 330.00 feet, a central angle of 13°25'46" and a chord bearing and distance of South 06°42'53" West, 77.17 feet; thence 63.28 feet along a curve to the left, said curve having a radius of 270.00 feet, a central angle of 13°25'46" and a chord bearing and distance of South 06°42'53" West, 63.14 feet; thence Due South, 65.59 feet; thence 45.12 feet along a curve to the left, said curve having a radius of 30.00 feet, a central angle of 86°10'02" and a chord bearing and distance of South 43°05'01" East, 40.98 feet; thence South 86°10'02" East, 27.10 feet; thence 39.48 feet along a curve to the left, said curve having a radius of 570.00 feet, a central angle of 03°58'06" and a chord bearing and distance of South 88°09'05" East, 39.47 feet; thence North 89°52'18" East, 130.05 feet; thence 124.29 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 35°36'24" and a chord bearing and distance of North 72°04'06" East, 122.30 feet; thence 114.09 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 25°08'29" and a chord bearing and distance of North 66°50'08" East, 113.17 feet; thence North 79°24'23" East, 46.42 feet; thence 174.99 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 38°33'45" and a chord bearing and distance of South 81°18'45" East, 171.71 feet; thence 97.02 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 27°47'40" and a chord bearing a distance of South 75°55'42" East, 96.07 feet; thence South 89°49'32" East, 314.57 feet, to the Point of Beginning. All of the above containing 2.613 Acres.

EXHIBIT A



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

**VALENCIA SOUTH ESTATES
PHASE 1 & 2**

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

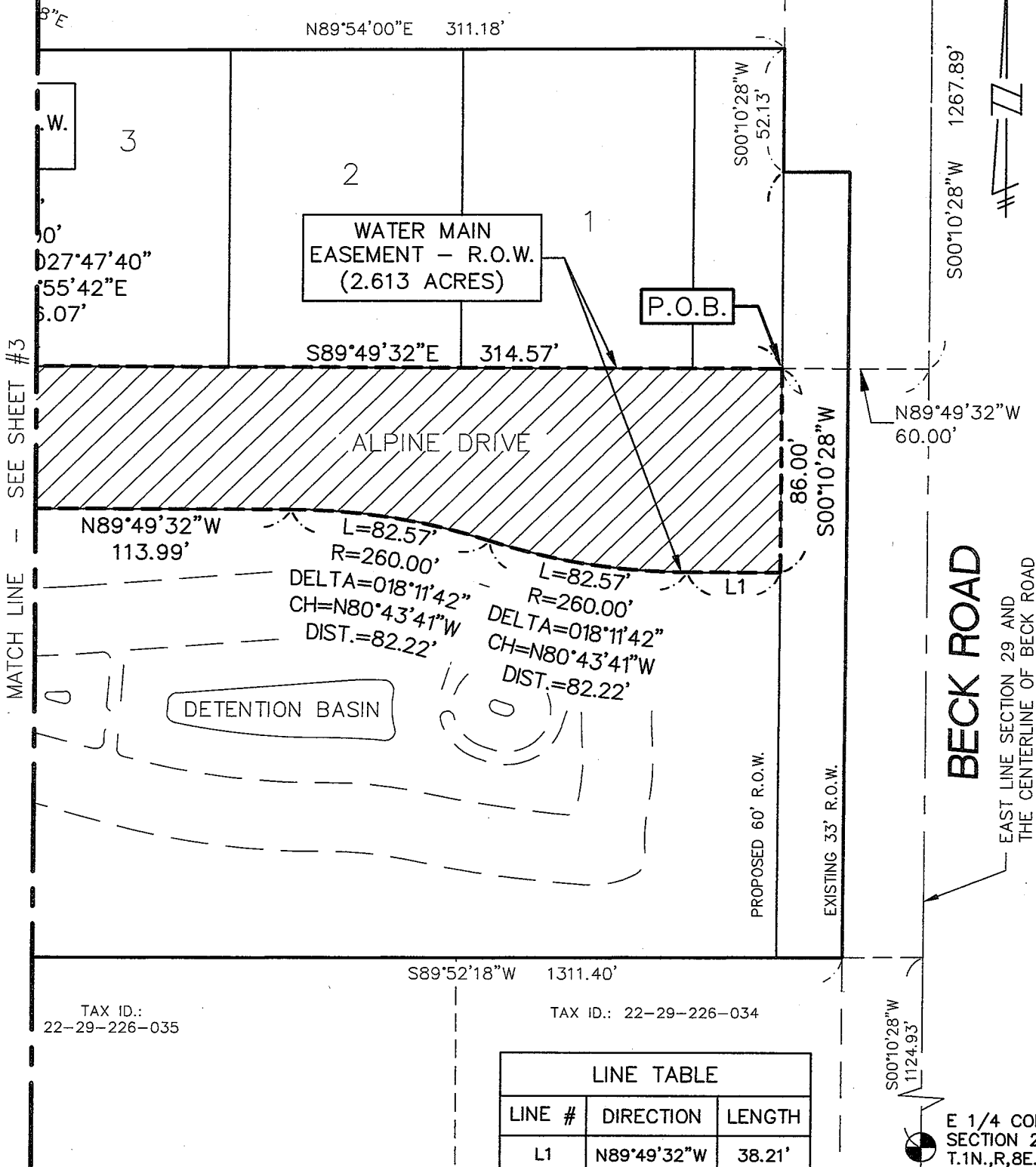
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DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002WM-ROW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 6

EXHIBIT A TEN MILE ROAD

NORTH LINE SECTION 29 AND THE
CENTERLINE OF TEN MILE ROAD

NE. COR.
SECTION 29
T.1N.,R.8E.,

TAX ID.: 22-29-226-019



N89°49'32"W
113.99'

L=82.57'
R=260.00'
DELTA=018°11'42"
CH=N80°43'41"W
DIST.=82.22'

L=82.57'
R=260.00'
DELTA=018°11'42"
CH=N80°43'41"W
DIST.=82.22'

DETENTION BASIN

S89°49'32"E 314.57'

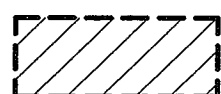
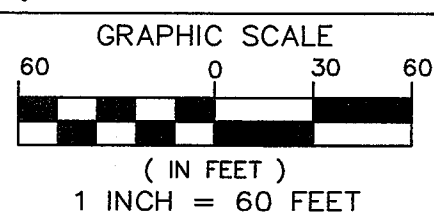
N89°54'00"E 311.18'

S00°10'28"W
1124.93'

N89°49'32"W
60.00'

S00°10'28"W 1267.89'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°49'32"W	38.21'



WATER MAIN EASEMENT - R.O.W.
(2.613 ACRES)

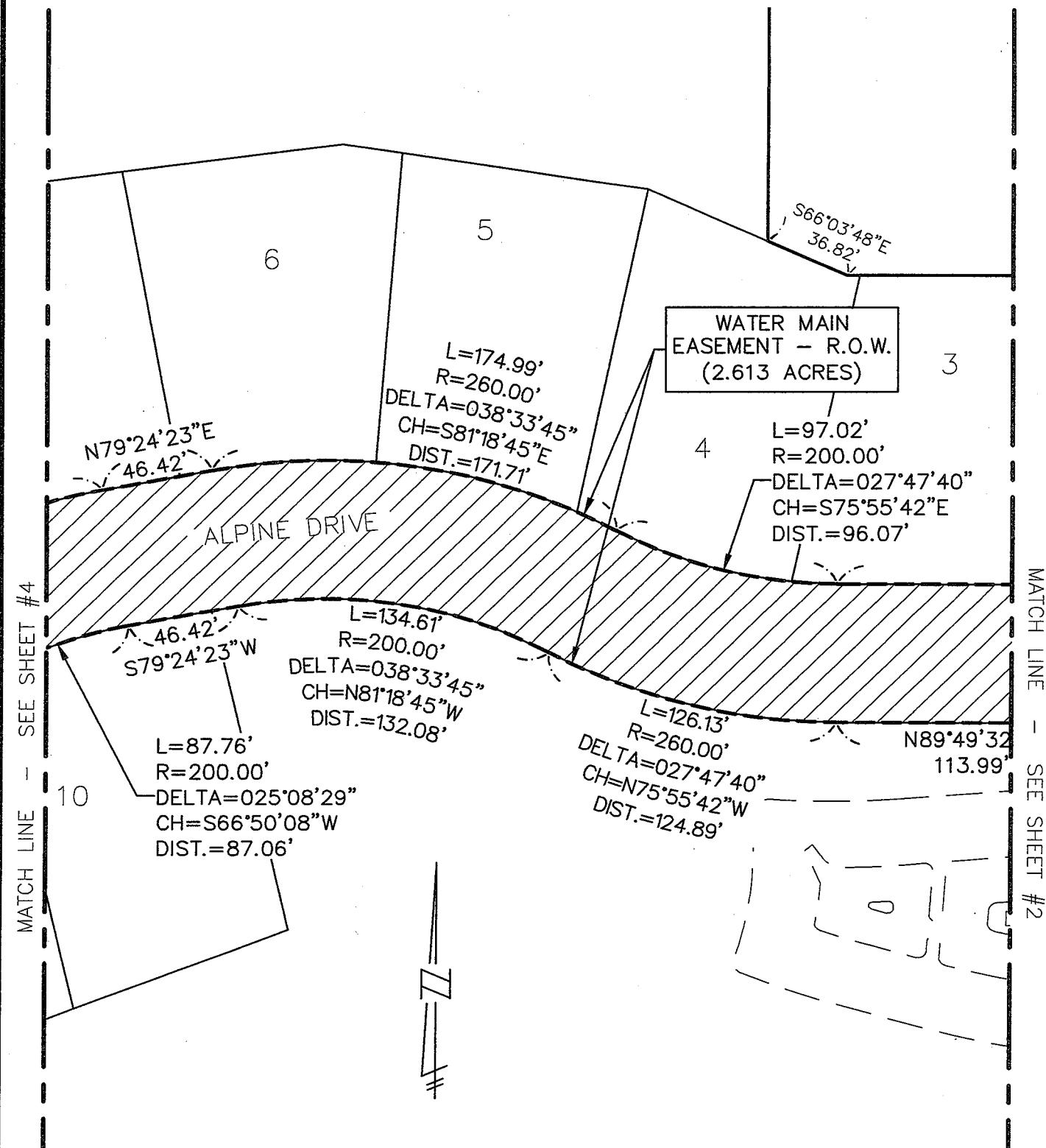
WATER MAIN EASEMENT - R.O.W.

SEIBER, KEAST ENGINEERING, L.L.C.
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**VALENCIA SOUTH ESTATES
PHASE 1 & 2**
SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

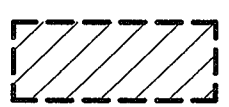
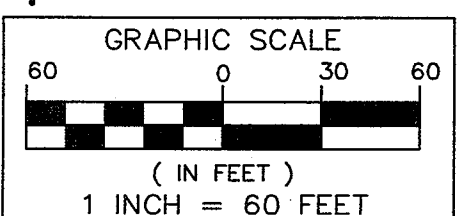
SCALE:	1" = 60'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002WM-ROW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 6

EXHIBIT A



LOT 33 S89°52'18"W 1311.40'

"ANDOVER POINTE NO. 2" (L. 231 OF PLATS, PP. 30-31) TAX ID.: 22-29-226-036 TAX ID.: 22-29-226-035



WATER MAIN EASEMENT - R.O.W. (2.613 ACRES)

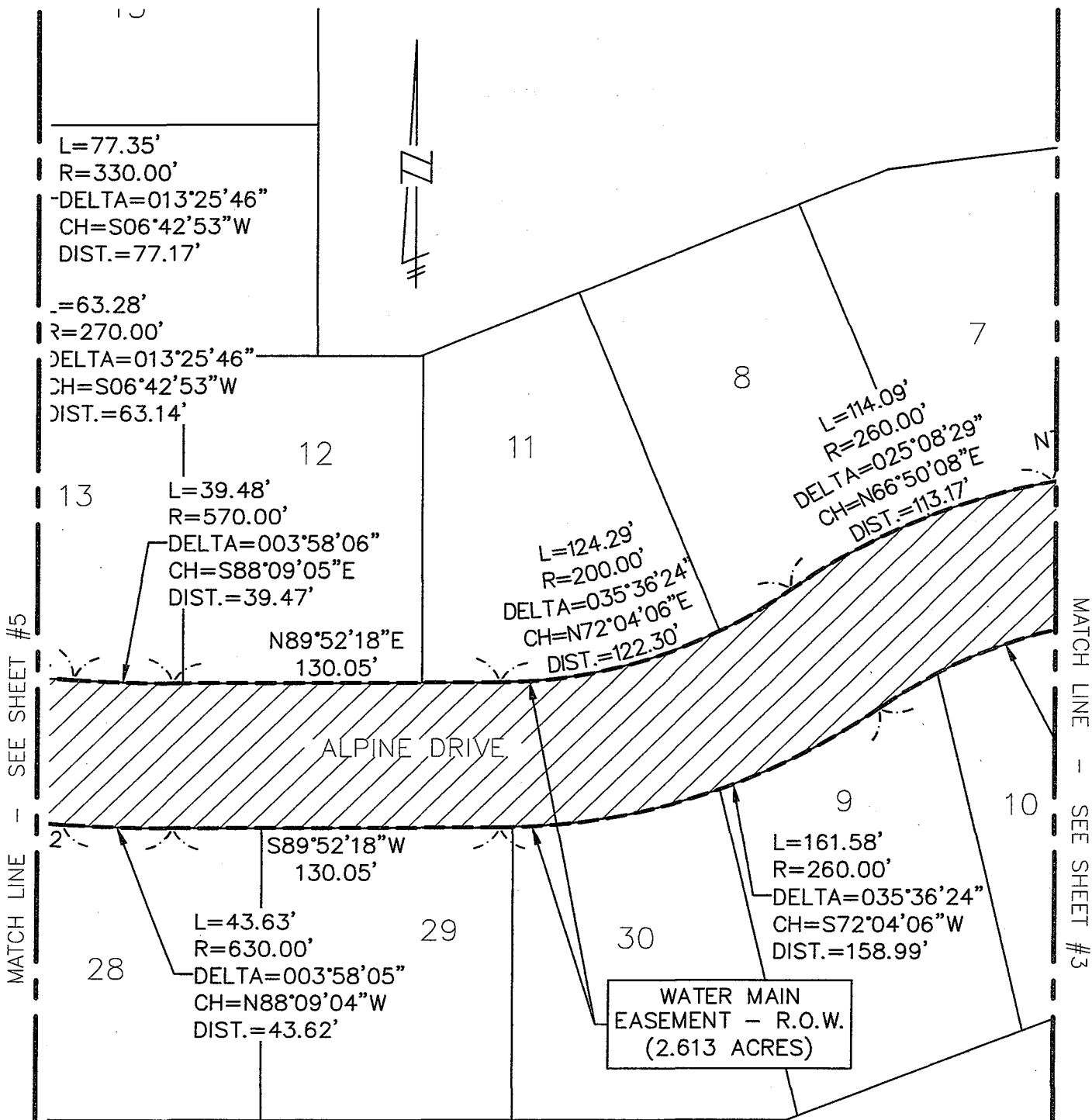
WATER MAIN EASEMENT - R.O.W.

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VALENCIA SOUTH ESTATES PHASE 1 & 2
 SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002WM-ROW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	3 OF 6

EXHIBIT A

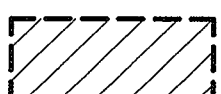
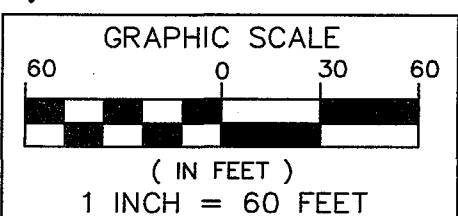


MATCH LINE - SEE SHEET #5

MATCH LINE - SEE SHEET #3

S89°52'18"W 1311.40'
LOT 34

LOT 33 "ANDOVER POINTE NO. 2" (L. 231 OF PLATS, PP. 30-31)



WATER MAIN EASEMENT - R.O.W. (2.613 ACRES)

WATER MAIN EASEMENT - R.O.W.

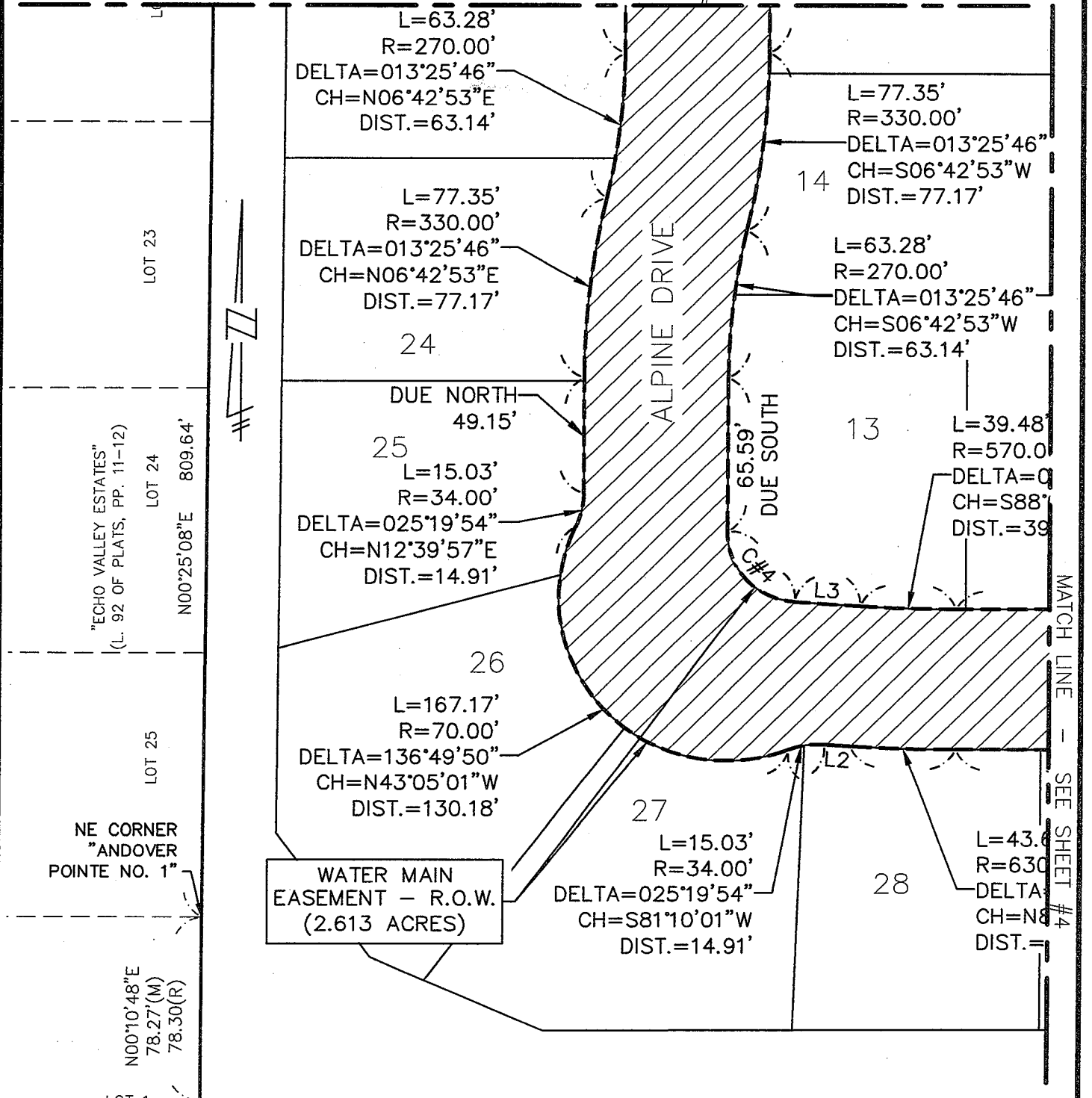
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VALENCIA SOUTH ESTATES PHASE 1 & 2
SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002WM-ROW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	4 OF 6

EXHIBIT A

MATCH LINE - SEE SHEET #6



NE CORNER
"ANDOVER
POINTE NO. 1"

WATER MAIN
EASEMENT - R.O.W.
(2.613 ACRES)

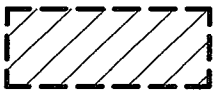
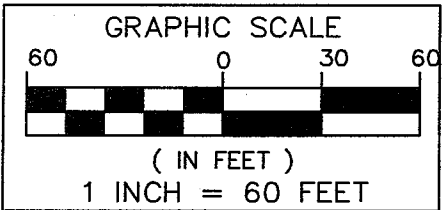
WATER MAIN EASEMENT - R.O.W.
(2.613 ACRES)

"ANDOVER POINTE
NO. 1"
(L. 231 OF PLATS,
PP. 11-16)

"ANDOVER POINTE NO. 2"
(L. 231 OF PLATS, PP. 30-31)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#4	45.12'	30.00'	086°10'02"	S43°05'01"E	40.98'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L2	N86°10'02"W	10.66'
L3	S86°10'02"E	27.10'



WATER MAIN EASEMENT - R.O.W.
(2.613 ACRES)

WATER MAIN EASEMENT - R.O.W.



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

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
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VALENCIA SOUTH ESTATES PHASE 1 & 2

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002WM-ROW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	5 OF 6

EXHIBIT A

“VALENCIA SOUTH ESTATES”

LEGAL DESCRIPTION
SUBJECT PROPERTY

A PARCEL OF LAND LOCATED IN A PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 00°10'28" WEST, 1184.73 FEET, ALONG THE EAST LINE OF SAID SECTION 29 AND THE CENTERLINE OF BECK ROAD; THENCE SOUTH 89°54'00" WEST, 33.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD AND FOR A POINT OF BEGINNING; THENCE SOUTH 00°10'28" WEST, 331.38 FEET, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD; THENCE SOUTH 89°52'18" WEST, 1311.40 FEET, ALONG THE NORTHERLY LINE OF "ANDOVER POINTE NO. 2", AS RECORDED IN LIBER 231 OF PLATS, ON PAGES 30 AND 31, OAKLAND COUNTY RECORDS, AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF SAID "ANDOVER POINTE NO.2", SAID POINT ALSO BEING ON THE EASTERLY LINE OF "ANDOVER POINTE NO. 1", AS RECORDED IN LIBER 231 OF PLATS, ON PAGES 11 THROUGH 16, INCLUSIVE, OAKLAND COUNTY RECORDS; THENCE NORTH 00°10'48" EAST 78.27 FEET TO THE NORTHEAST CORNER OF SAID "ANDOVER POINTE NO. 1", SAID POINT ALSO BEING THE SOUTHEAST CORNER OF "ECHO VALLEY ESTATES", AS RECORDED IN LIBER 92 OF PLATS, ON PAGES 11 AND 12, OAKLAND COUNTY RECORDS; THENCE NORTH 00°25'08" EAST, 809.64 FEET, ALONG THE EAST LINE OF SAID "ECHO VALLEY ESTATES"; THENCE DUE EAST, 209.67 FEET; THENCE DUE SOUTH 68.24 FEET; THENCE DUE EAST, 131.02 FEET; THENCE DUE SOUTH 95.00 FEET; THENCE SOUTH 12°50'41" EAST, 97.32 FEET; THENCE SOUTH 73°40'42" EAST, 161.00 FEET; THENCE NORTH 84°17'17" EAST, 100.96 FEET; THENCE NORTH 58°36'46" EAST, 79.11 FEET; THENCE NORTH 38°34'07" EAST, 37.44 FEET; THENCE SOUTH 89°49'32" EAST, 227.21 FEET; THENCE SOUTH 00°10'28" WEST, 263.55 FEET; THENCE SOUTH 66°03'48" EAST, 36.82 FEET; THENCE NORTH 89°54'00" EAST, 311.18 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD; THENCE SOUTH 00°10'28" WEST, 52.13 FEET, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD; THENCE NORTH 89°54'00" EAST, 27.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 18.634 ACRES, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER BECK ROAD.

EXHIBIT A

"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION FUTURE DEVELOPMENT

A parcel of land located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, Oakland County, Michigan, particularly described as commencing at the Northeast Corner of said Section 29; thence Due West, 109.00 feet, along the North line of said Section 29 and the centerline of Ten Mile Road, for a POINT OF BEGINNING; thence South 44°54'46" East, 46.60 feet, to a point on the Southerly right-of-way line of said Ten Mile Road; thence Due West, 274.00 feet, along the Southerly right-of-way line of said Ten Mile Road; thence South 00°10'28" West, 15.00 feet; thence Due East, 289.00 feet; thence South 44°54'46" East, 26.83 feet; thence South 00°10'28" West, 137.00 feet; thence Due East, 9.00 feet, to a point on the Westerly right-of-way line of Beck Road; thence South 00°10'28" West, 431.33 feet, along the Westerly right-of-way line of said Beck Road; thence South 89°59'34" West, 371.88 feet; thence South 00°10'28" West, 219.38 feet; thence North 89°49'32" West, 227.21 feet; thence South 38°34'07" West, 37.44 feet; thence South 58°36'46" West, 79.11 feet; thence South 84°17'17" West, 100.96 feet; thence North 73°40'42" West, 161.00 feet; thence North 12°50'41" West, 97.32 feet; thence Due North, 95.00 feet; thence Due West, 131.02 feet; thence Due North, 68.24 feet; thence Due West, 209.67 feet, to a point on the East line of "Echo Valley Estates", a subdivision as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence North 00°25'08" East, 631.23 feet, along the East line of said "Echo Valley Estates", to a point on the North line of said Section 29 and the centerline of said Ten Mile Road; thence Due East, 1229.24 feet, to the Point of Beginning. All of the above containing 22.488 Acres. All of the above being subject to easements, restrictions and the right-of-way on record. All of the above being subject to the rights of the public in Beck Road and Ten Mile Road.

SANITARY SEWER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Valencia South LLC, a Michigan limited liability company, whose address is 1668 S. Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48302 (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached *Exhibit "A"*]

Tax Identification Number: part of 50-22-18-100-006

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 *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 "C"*.

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.

The undersigned Grantor has affixed his signature this 31 day of October, 2016.

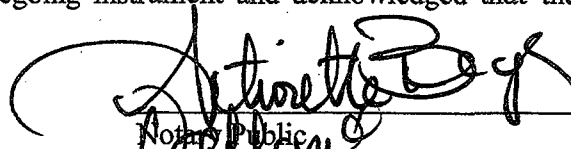
GRANTOR:

Pinnacle-Valencia South LLC,
a Michigan limited liability company

By: 
Howard Fingerroot
Its: Manager

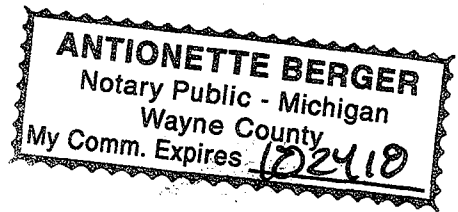
STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 31st day of October, 2016, before me, personally appeared the above named Howard Fingerroot, the Manager of Pinnacle-Valencia South LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.


Notary Public
County, MI
My commission expires 10/24/18

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331



AND WHEN RECORDED RETURN TO:

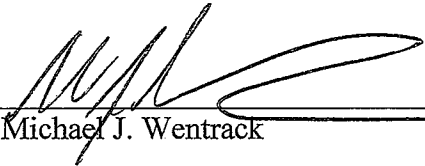
Cortney Hanson, Clerk
City Of Novi
45175 Ten Mile Road
Novi, MI 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Sanitary System Easement, dated 10.31, 2016, attached hereto and incorporated as Exhibit A, whereby Pinnacle-Valencia South LLC, grants and conveys said easement to Novi Corporate Park V, LLC, 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 21st day of OCTOBER, 2016.

Flagstar Bank, LLC

By: 
Michael J. Wentrack

Its: First Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 21st day of October, 2016, by Michael J. Wentrack, the First Vice President of Flagstar Bank, a Michigan a federally chartered savings bank

BARBARA J. WEAVER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES 01/29/2017
Acting in the County of Oakland

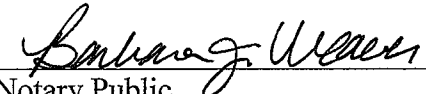

Notary Public
Acting in Oakland County, MI
My commission expires: 1/29/17

EXHIBIT A

"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION SUBJECT PROPERTY

A PARCEL OF LAND LOCATED IN A PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 00°10'28" WEST, 1184.73 FEET, ALONG THE EAST LINE OF SAID SECTION 29 AND THE CENTERLINE OF BECK ROAD; THENCE SOUTH 89°54'00" WEST, 33.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD AND FOR A POINT OF BEGINNING; THENCE SOUTH 00°10'28" WEST, 331.38 FEET, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD; THENCE SOUTH 89°52'18" WEST, 1311.40 FEET, ALONG THE NORTHERLY LINE OF "ANDOVER POINTE NO. 2", AS RECORDED IN LIBER 231 OF PLATS, ON PAGES 30 AND 31, OAKLAND COUNTY RECORDS, AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF SAID "ANDOVER POINTE NO.2", SAID POINT ALSO BEING ON THE EASTERLY LINE OF "ANDOVER POINTE NO. 1", AS RECORDED IN LIBER 231 OF PLATS, ON PAGES 11 THROUGH 16, INCLUSIVE, OAKLAND COUNTY RECORDS; THENCE NORTH 00°10'48" EAST 78.27 FEET TO THE NORTHEAST CORNER OF SAID "ANDOVER POINTE NO. 1", SAID POINT ALSO BEING THE SOUTHEAST CORNER OF "ECHO VALLEY ESTATES", AS RECORDED IN LIBER 92 OF PLATS, ON PAGES 11 AND 12, OAKLAND COUNTY RECORDS; THENCE NORTH 00°25'08" EAST, 809.64 FEET, ALONG THE EAST LINE OF SAID "ECHO VALLEY ESTATES"; THENCE DUE EAST, 209.67 FEET; THENCE DUE SOUTH 68.24 FEET; THENCE DUE EAST, 131.02 FEET; THENCE DUE SOUTH 95.00 FEET; THENCE SOUTH 12°50'41" EAST, 97.32 FEET; THENCE SOUTH 73°40'42" EAST, 161.00 FEET; THENCE NORTH 84°17'17" EAST, 100.96 FEET; THENCE NORTH 58°36'46" EAST, 79.11 FEET; THENCE NORTH 38°34'07" EAST, 37.44 FEET; THENCE SOUTH 89°49'32" EAST, 227.21 FEET; THENCE SOUTH 00°10'28" WEST, 263.55 FEET; THENCE SOUTH 66°03'48" EAST, 36.82 FEET; THENCE NORTH 89°54'00" EAST, 311.18 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD; THENCE SOUTH 00°10'28" WEST, 52.13 FEET, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD; THENCE NORTH 89°54'00" EAST, 27.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 18.634 ACRES, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER BECK ROAD.

EXHIBIT B

"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION SANITARY SEWER

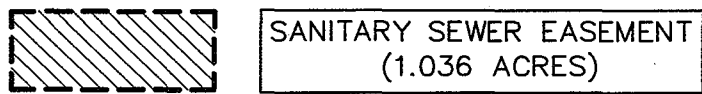
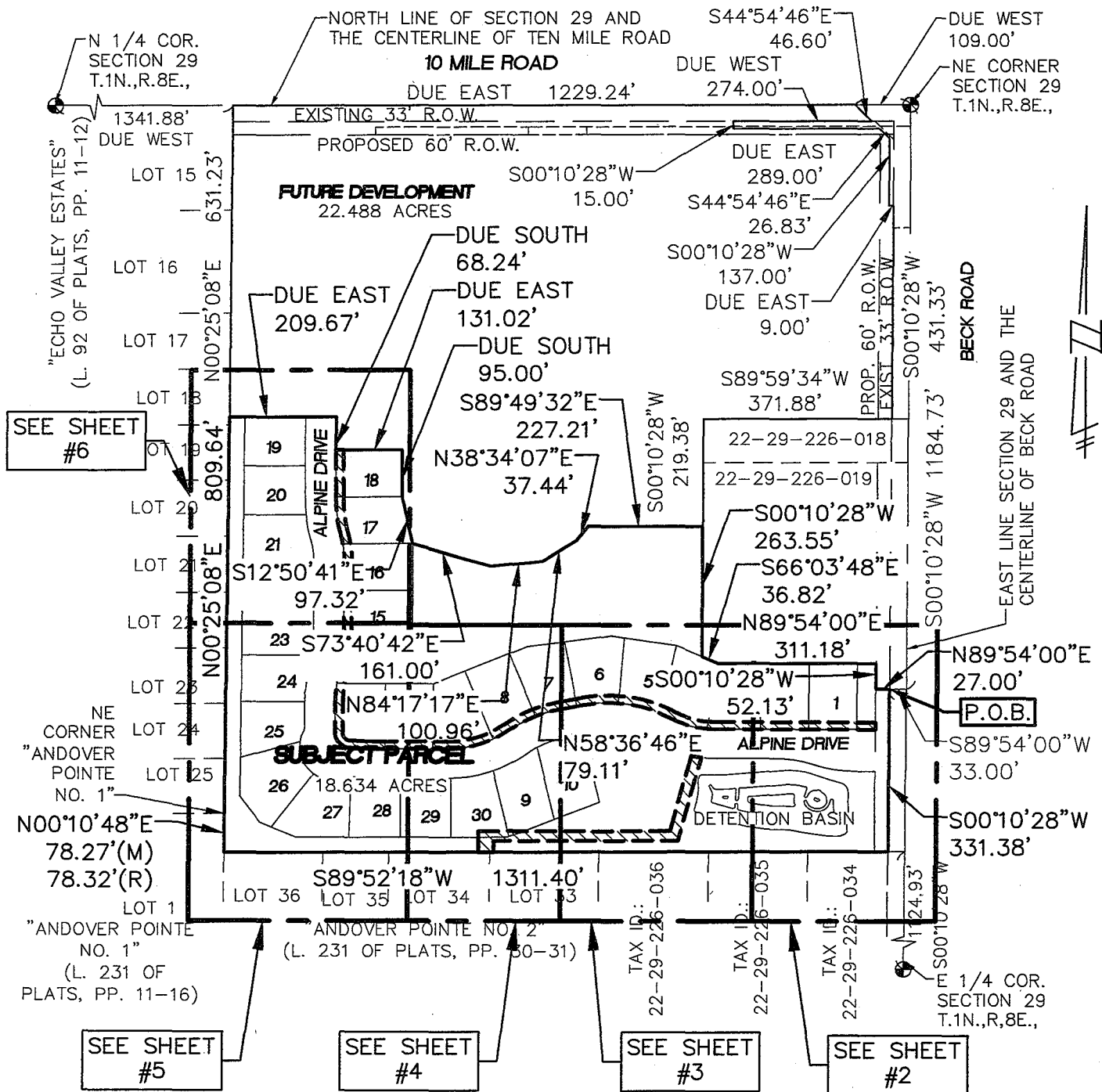
A Sanitary Sewer Easement, located in a Part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South $00^{\circ}10'28''$ West, 1267.89 feet along the East Line of said Section 29 and the centerline of Beck Road; thence North $89^{\circ}49'32''$ West, 60.00 feet, for a POINT OF BEGINNING 'A'; thence continuing North $89^{\circ}49'32''$ West, 314.57 feet, for a reference POINT 'A'; thence 97.02 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of $27^{\circ}47'40''$ and a chord bearing and distance of North $75^{\circ}55'42''$ West, 96.07 feet; thence 174.99 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $38^{\circ}33'45''$ and a chord bearing and distance of North $81^{\circ}18'45''$ West, 171.71 feet; thence South $79^{\circ}24'23''$ West, 46.42 feet; thence 114.09 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $25^{\circ}08'29''$ and a chord bearing and distance of South $66^{\circ}50'08''$ West, 113.17 feet; thence 124.29 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of $35^{\circ}36'24''$ and a chord bearing and distance of South $72^{\circ}04'06''$ West, 122.30 feet; thence South $89^{\circ}52'18''$ West, 130.05 feet; thence 39.48 feet along a curve to the right, said curve having a radius of 570.00 feet, a central angle of $03^{\circ}58'06''$ and a chord bearing and distance of North $88^{\circ}09'05''$ West, 39.47 feet; thence North $86^{\circ}10'02''$ West, 27.10 feet; thence 45.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of $86^{\circ}10'02''$ and a chord bearing and distance of North $43^{\circ}05'01''$ West, 40.98 feet; thence Due North 65.59 feet; thence 63.28 feet along a curve to the right, said curve having a radius of 270.00 feet, a central angle of $13^{\circ}25'46''$ and a chord bearing and distance of North $06^{\circ}42'53''$ East, 63.14 feet; thence 77.35 feet along a curve to the left, said curve having a radius of 330.00 feet, a central angle of $13^{\circ}25'46''$ and a chord bearing and distance of North $06^{\circ}42'53''$ East, 77.17 feet; thence Due North 137.97 feet; thence 67.30 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $14^{\circ}49'49''$ and a chord bearing and distance of North $07^{\circ}24'55''$ West, 67.11 feet; thence 69.89 feet along a curve to the right, said curve having a radius of 270.00 feet, a central angel of $14^{\circ}49'49''$ and a chord bearing and distance of North $07^{\circ}24'55''$ West, 69.69 feet; thence Due North, 97.41 feet; thence Due East, 15.00 feet; thence Due South, 97.41 feet; thence 66.00 feet along a curve to the left, said curve having a radius of 255.00 feet, a central angle of $14^{\circ}49'49''$ and a chord bearing and distance of South $07^{\circ}24'55''$ East, 65.82 feet; thence 71.18 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of $14^{\circ}49'49''$ and a chord bearing and distance of South $07^{\circ}24'55''$ East, 70.98 feet; thence Due South 137.97 feet; thence 80.86 feet along a curve to the right, said curve having a radius of 345.00 feet, a central angle of $13^{\circ}25'46''$ and a chord bearing and distance of South $06^{\circ}42'53''$ West, 80.68 feet; thence 59.77 feet along a curve to left, said curve having a radius of 255.00 feet, a central angle of $13^{\circ}25'46''$ and a chord bearing and distance of South $06^{\circ}42'53''$ West, 59.63 feet; thence Due South, 65.59 feet; thence 22.56 feet along a curve to the left, said curve having a radius of 15.00 feet, a central angle of $86^{\circ}10'02''$ and a chord bearing and distance of South $43^{\circ}05'01''$ East, 20.49 feet; thence South $86^{\circ}10'02''$ East, 27.10 feet; thence 38.44 feet along a curve to the left, said curve having a radius of 555.00 feet, a central angle of $03^{\circ}58'06''$ and a chord bearing and distance of South $88^{\circ}09'05''$ East, 38.43 feet; thence North $89^{\circ}52'18''$ East, 130.05 feet; thence 114.97 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of $35^{\circ}36'24''$ and a chord bearing and distance of North $72^{\circ}04'06''$ East, 113.13 feet; thence 120.67 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of $25^{\circ}08'29''$ and a chord bearing and distance of North $66^{\circ}50'08''$ East, 119.70 feet; thence North $79^{\circ}24'23''$ East, 46.42 feet; thence 185.09 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of $38^{\circ}33'45''$ and a chord

EXHIBIT B

bearing and distance of South $81^{\circ}18'45''$ East, 181.61 feet; thence 89.74 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of $27^{\circ}47'40''$ and a chord bearing and distance of South $75^{\circ}55'42''$ East, 88.87 feet; thence South $89^{\circ}49'32''$ East, 314.57 feet; thence South $00^{\circ}10'28''$ West, 15.00, feet, to the Point of Beginning 'A'.

And also, commencing at said reference POINT 'A'; thence South $20^{\circ}35'18''$ West, 63.03 feet, for a POINT OF BEGINNING 'B'; thence South $14^{\circ}56'31''$ West, 183.07 feet; thence South $89^{\circ}52'18''$ West, 365.10 feet; thence South $00^{\circ}07'42''$ East, 14.45 feet, to a point on the North line of "Andover Pointe No. 2", a subdivision as recorded in Liber 231 of Plats, on Pages 30 and 31, Oakland County Records; thence South $89^{\circ}52'18''$ West, 35.00 feet, along the North line of said "Andover Pointe No. 2"; thence North $00^{\circ}07'42''$ West, 49.45 feet; thence North $89^{\circ}52'18''$ East, 373.28 feet; thence North $14^{\circ}56'31''$ East, 152.55 feet; thence 35.22 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $07^{\circ}45'43''$ and a chord bearing and distance of South $81^{\circ}05'39''$ East, 35.20 feet, to the Point of Beginning 'B'. All of the above containing 1.036 Acres.

EXHIBIT B



SUBJECT PROPERTY AND SHEET INDEX



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**VALENCIA SOUTH ESTATES
 PHASE 1 & 2**

SECTION 29, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

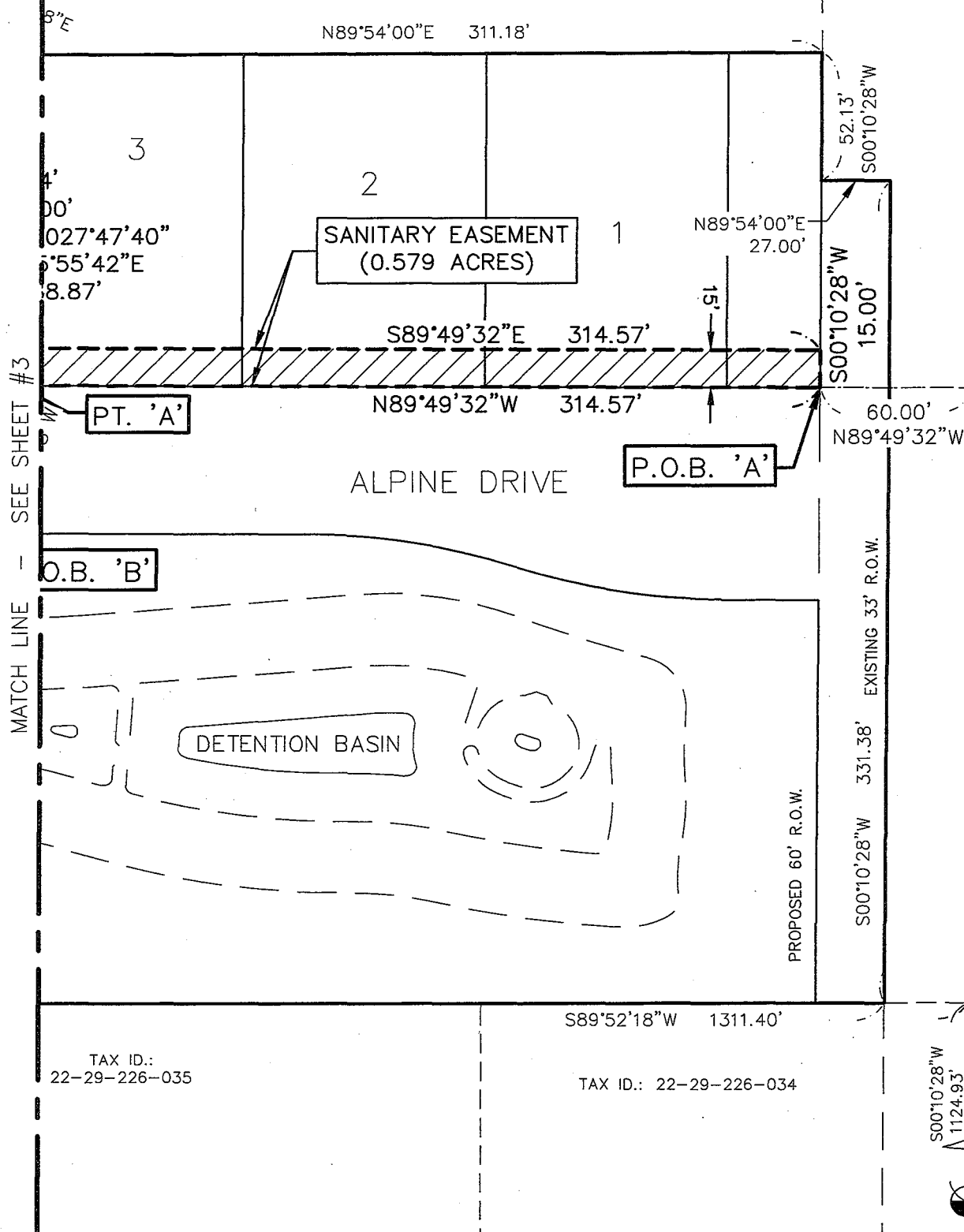
SCALE:	1" = 300'
DATE:	09-07-16
JOB NO.:	14-002
DWG FILE:	14-002ESMT-SN1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 6

EXHIBIT B TEN MILE ROAD

NORTH LINE SECTION 29 AND THE
CENTERLINE OF TEN MILE ROAD

NE. COR.
SECTION 29
T.1N.,R.8E.,

TAX ID.: 22-29-226-019



MATCH LINE - SEE SHEET #3

BECK ROAD
EAST LINE SECTION 29 AND
THE CENTERLINE OF BECK ROAD

PT. 'A'

P.O.B. 'A'

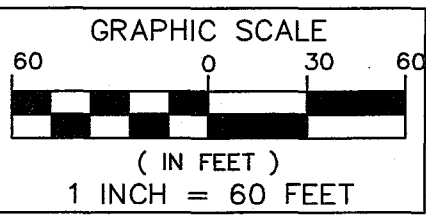
P.O.B. 'B'

DETENTION BASIN

ALPINE DRIVE

TAX ID.:
22-29-226-035

S89°52'18"W 1311.40'
TAX ID.: 22-29-226-034



SANITARY SEWER EASEMENT
(1.036 ACRES)

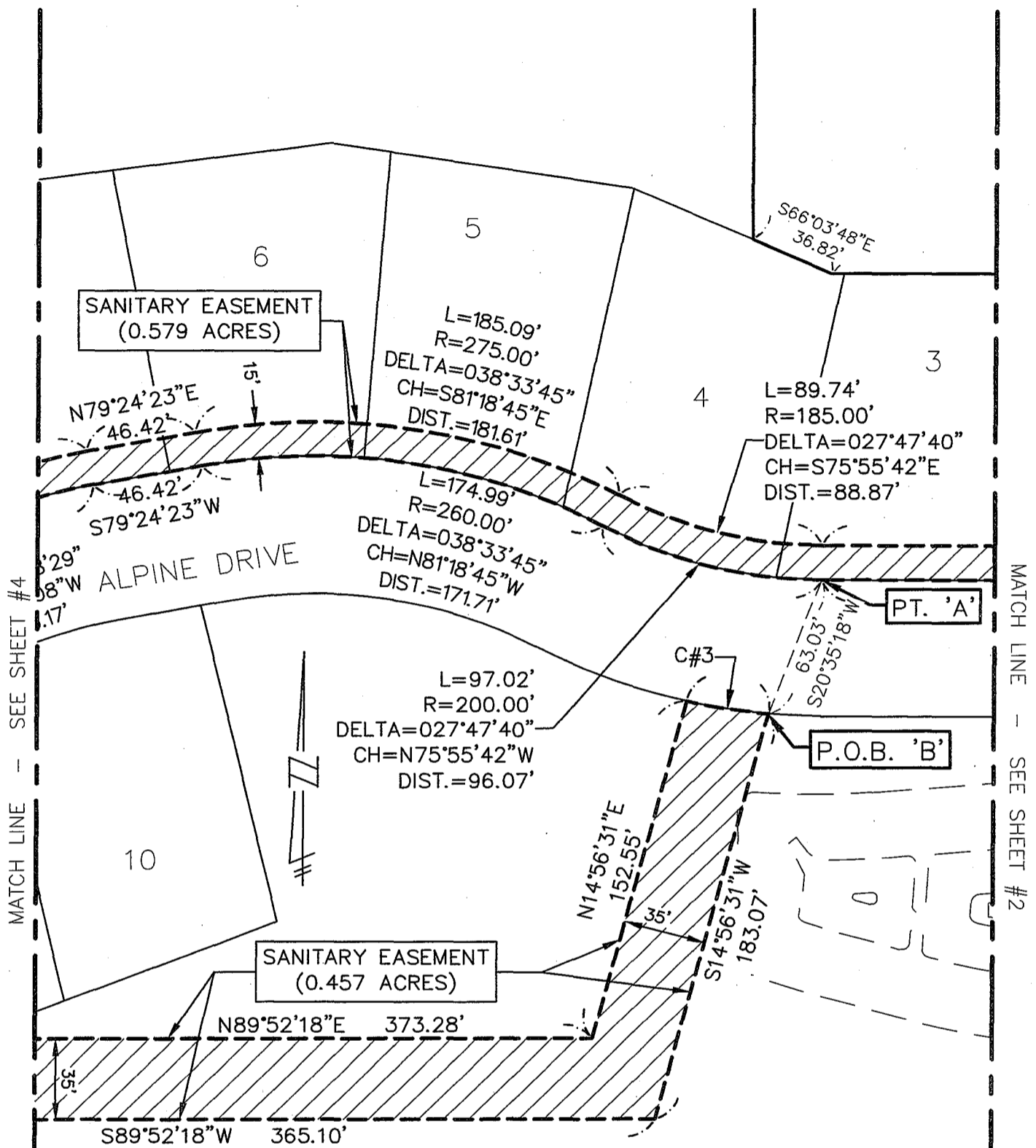
SANITARY SEWER EASEMENT

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**VALENCIA SOUTH ESTATES
PHASE 1 & 2**
SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	09-07-16
JOB NO.:	14-002
DWG FILE:	14-002ESMT-SN1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 6

EXHIBIT B

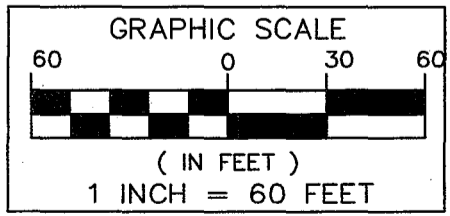


MATCH LINE - SEE SHEET #4

MATCH LINE - SEE SHEET #2

LOT 33 ANDOVER POINTE NO. 2 (L. 231 OF PLATS, PP. 30-31) TAX ID.: 22-29-226-036 TAX ID.: 22-29-226-035

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#3	35.22'	260.00'	007°45'43"	S81°05'39"E	35.20'



SANITARY SEWER EASEMENT (1.036 ACRES)

SANITARY SEWER EASEMENT



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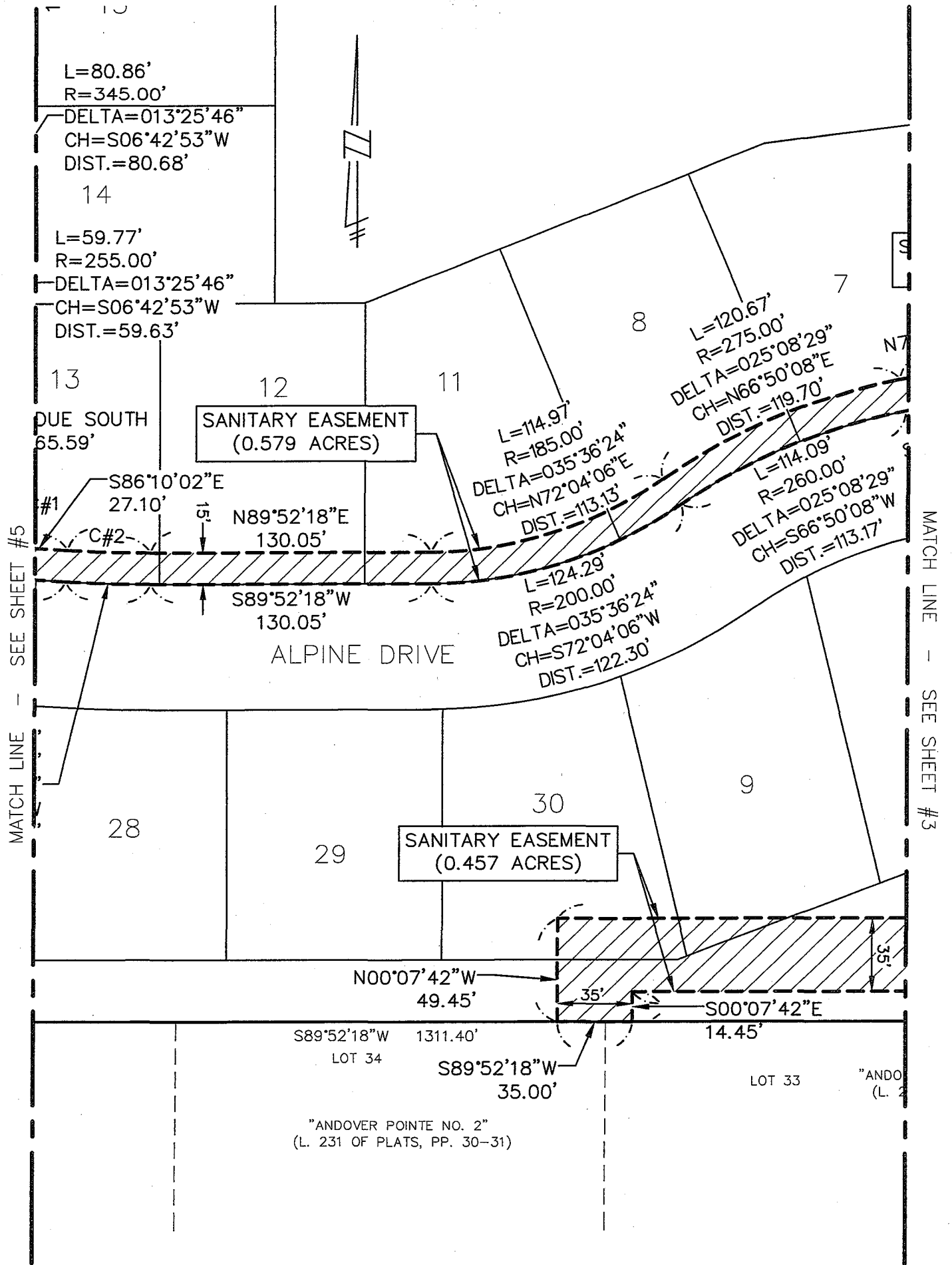
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

VALENCIA SOUTH ESTATES PHASE 1 & 2

SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

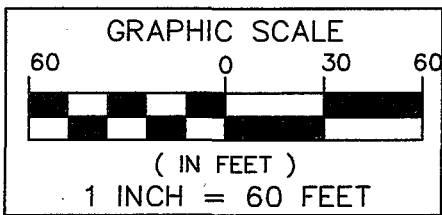
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DATE:	09-07-16
JOB NO.:	14-002
DWG FILE:	14-002ESMT-SN1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	3 OF 6

EXHIBIT B



MATCH LINE - SEE SHEET #5

MATCH LINE - SEE SHEET #3



SANITARY SEWER EASEMENT
(1.036 ACRES)

SANITARY SEWER EASEMENT



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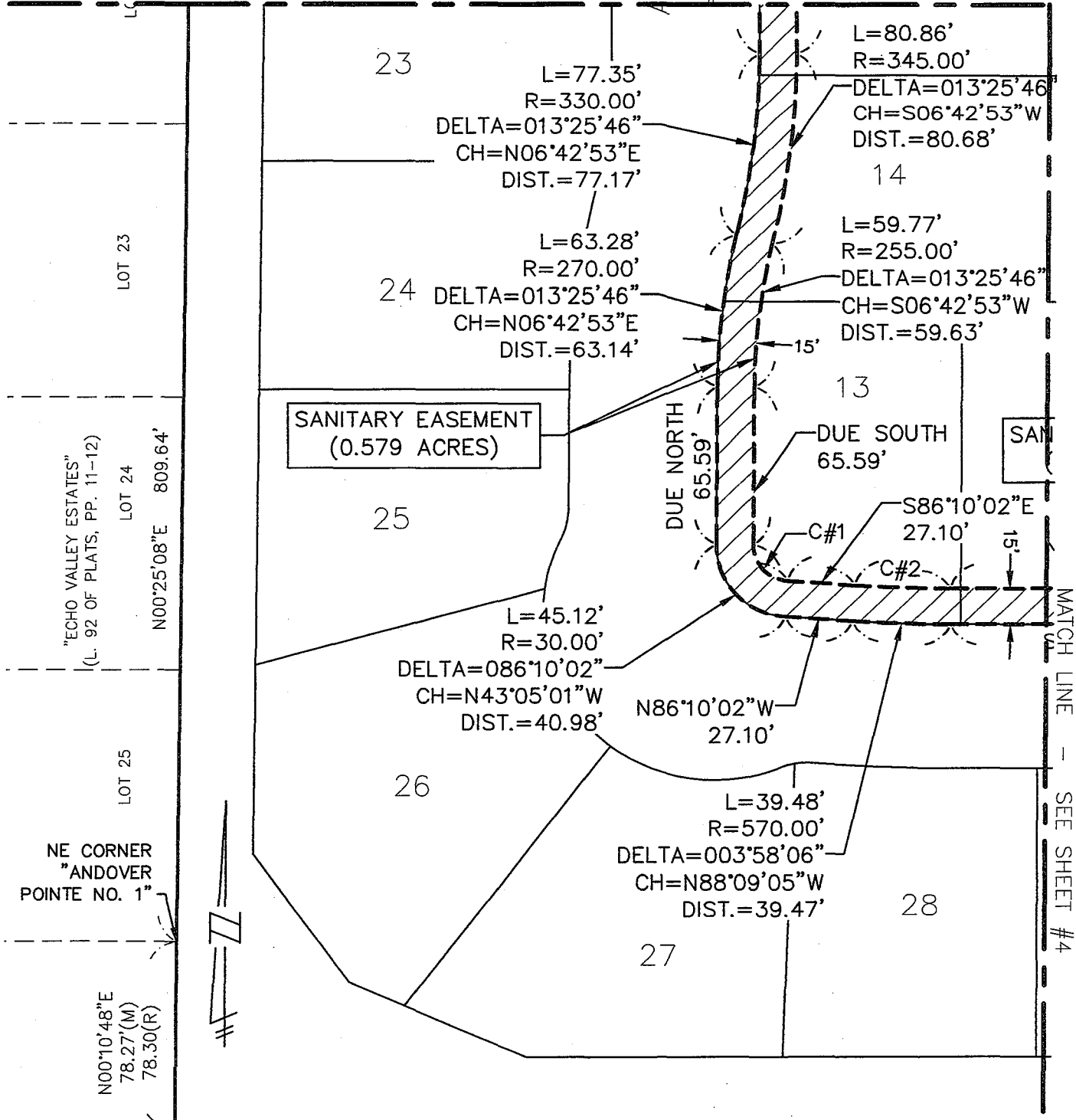
VALENCIA SOUTH ESTATES PHASE 1 & 2

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	09-07-16
JOB NO.:	14-002
DWG FILE:	14-002ESMT-SN1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	4 OF 6

EXHIBIT B

MATCH LINE - SEE SHEET #6



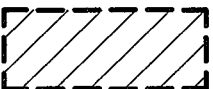
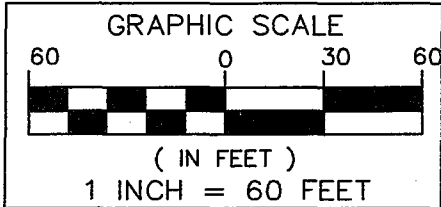
S89°52'18"W 1311.40'
LOT 36

LOT 35

"ANDOVER POINTE NO. 1"
(L. 231 OF PLATS, PP. 11-16)

"ANDOVER POINTE NO. 2"
(L. 231 OF PLATS, PP. 30-31)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	22.56'	15.00'	086°10'02"	S43°05'01"E	20.49'
C#2	38.44'	555.00'	003°58'06"	S88°09'05"E	38.43'



SANITARY SEWER EASEMENT
(1.036 ACRES)

SANITARY SEWER EASEMENT



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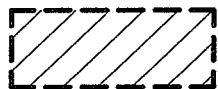
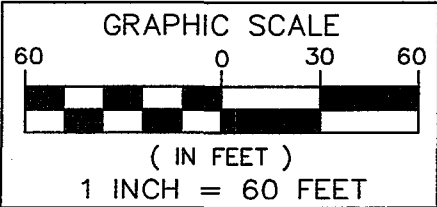
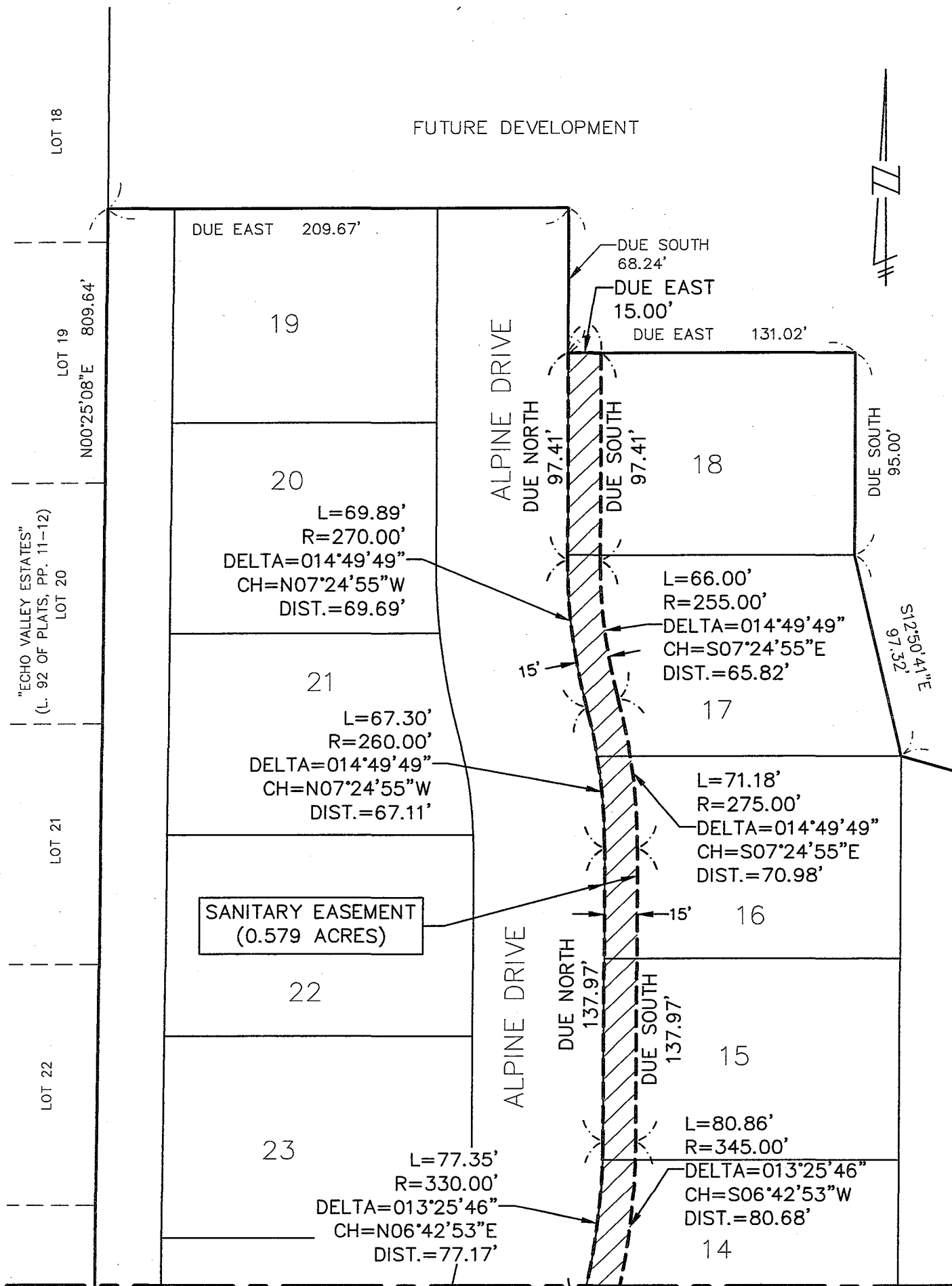
VALENCIA SOUTH ESTATES
PHASE 1 & 2

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	09-07-16
JOB NO.:	14-002
DWG FILE:	14-002ESMT-SN1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	5 OF 6

EXHIBIT B

FUTURE DEVELOPMENT



SANITARY SEWER EASEMENT
(1.036 ACRES)

SANITARY SEWER EASEMENT



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**VALENCIA SOUTH ESTATES
PHASE 1 & 2**

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'
DATE: 09-07-16
JOB NO.: 14-002
DWG FILE: 14-002ESMT-SN1
DRAWN BY: DFR
CHECK: PK
SHEET: 6 OF 6

EXHIBIT B

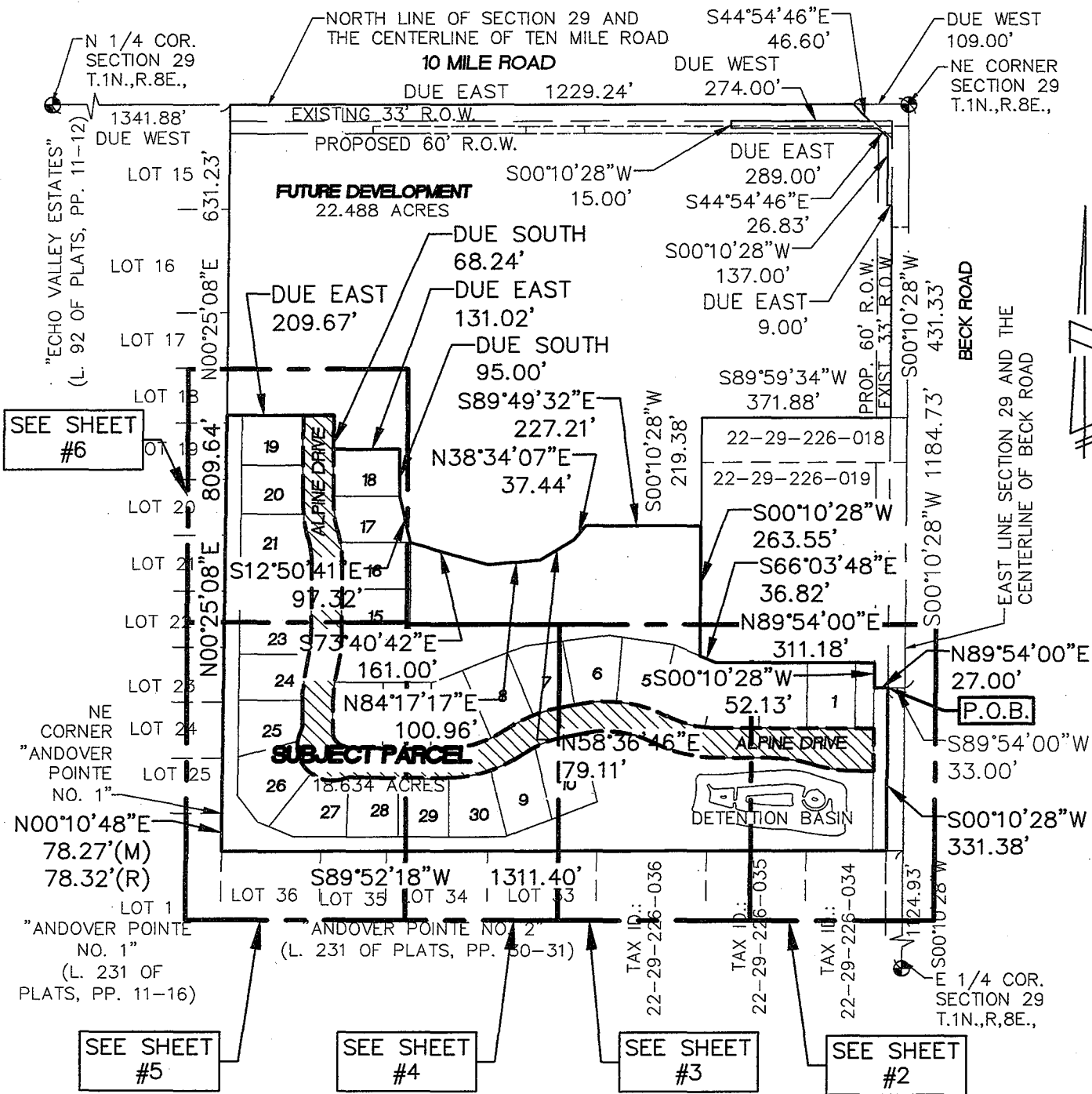
"VALENCIA SOUTH ESTATES"

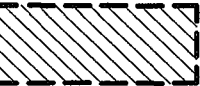
LEGAL DESCRIPTION

SANITARY SEWER EASEMENT – R.O.W.

A Sanitary Sewer Easement, located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South $00^{\circ}10'28''$ West, 1267.89 feet along the East Line of said Section 29 and centerline of Beck Road; thence North $89^{\circ}49'32''$ West, 60.00 feet, for a POINT OF BEGINNING; thence South $00^{\circ}10'28''$ West, 86.00 feet; thence North $89^{\circ}49'32''$ West, 38.21 feet; thence 82.57 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $18^{\circ}11'42''$ and a chord bearing and distance of North $80^{\circ}43'41''$ West, 82.22 feet; thence 82.57 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $18^{\circ}11'42''$ and a chord bearing and distance of North $80^{\circ}43'41''$ West, 82.22 feet; thence North $89^{\circ}49'32''$ West, 113.99 feet; thence 126.13 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $27^{\circ}47'40''$ and a chord bearing and distance of North $75^{\circ}55'42''$ West, 124.89 feet; thence 134.61 feet along a curve to the left; said curve having a radius of 200.00 feet, a central angle of $38^{\circ}33'45''$ and a chord bearing and distance of North $81^{\circ}18'45''$ West, 132.08 feet; thence South $79^{\circ}24'23''$ West, 46.42 feet; thence 87.76 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $25^{\circ}08'29''$ and a chord bearing and distance of South $66^{\circ}50'08''$ West, 87.06 feet; thence 161.58 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $35^{\circ}36'24''$ and a chord bearing and distance of South $72^{\circ}04'06''$ West, 158.99 feet; thence South $89^{\circ}52'18''$ West, 130.05 feet; thence 43.63 feet along a curve to the right, said curve having a radius of 630.00 feet, a central angle of $03^{\circ}58'05''$ and a chord bearing and distance of North $88^{\circ}09'04''$ West, 43.62 feet; thence North $86^{\circ}10'02''$ West, 10.66 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of $25^{\circ}19'54''$ and a chord bearing and distance of South $81^{\circ}10'01''$ West, 14.91 feet; thence 167.17 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of $136^{\circ}49'50''$ and a chord bearing and distance of North $43^{\circ}05'01''$ West, 130.18 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of $25^{\circ}19'54''$ and a chord bearing and distance of North $12^{\circ}39'57''$ East, 14.91 feet; thence Due North, 49.15 feet; thence 77.35 feet along a curve to the right, said curve having a radius of 330.00 feet, a central angle of $13^{\circ}25'46''$ and a chord bearing and distance of North $06^{\circ}42'53''$ East, 77.17 feet; thence 63.28 feet along a curve to the left, said curve having a radius of 270.00 feet, a central angle of $13^{\circ}25'46''$ and a chord bearing and distance of North $06^{\circ}42'53''$ East, 63.14 feet; thence Due North, 137.97 feet; thence 51.77 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $14^{\circ}49'49''$ and a chord bearing and distance of North $07^{\circ}24'55''$ West, 51.62 feet; thence 85.42 feet along a curve to the right, said curve having a radius of 330.00 feet, a central angle of $14^{\circ}49'49''$ and a chord bearing and distance of North $07^{\circ}24'55''$ West, 85.18 feet; thence Due North, 165.65 feet; thence Due East, 60.00 feet; thence Due South, 165.65 feet; thence 69.89 feet along a curve to the left, said curve having a radius of 270.00 feet, a central angle of $14^{\circ}49'49''$ and a chord bearing and distance of South $07^{\circ}24'55''$ East, 69.69 feet; thence 67.30 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $14^{\circ}49'49''$ and a chord bearing and distance of South $07^{\circ}24'55''$ East, 67.11 feet; thence Due South, 137.97 feet; thence 77.35 feet along a curve to the right, said curve having a radius of 330.00 feet, a central angle of $13^{\circ}25'46''$ and a chord bearing and distance of South $06^{\circ}42'53''$ West, 77.17 feet; thence 63.28 feet along a curve to the left, said curve having a radius of 270.00 feet, a central angle of $13^{\circ}25'46''$ and a chord bearing and distance of South $06^{\circ}42'53''$ West, 63.14 feet; thence Due South, 65.59 feet; thence 45.12 feet along a curve to the left, said curve having a radius of 30.00 feet, a central angle of $86^{\circ}10'02''$ and a chord bearing and distance of South $43^{\circ}05'01''$ East, 40.98 feet; thence South $86^{\circ}10'02''$ East, 27.10 feet; thence 39.48 feet along a curve to the left, said curve having a radius of 570.00 feet, a central angle of $03^{\circ}58'06''$ and a chord bearing and distance of South $88^{\circ}09'05''$ East, 39.47 feet; thence North $89^{\circ}52'18''$ East, 130.05 feet; thence 124.29 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $35^{\circ}36'24''$ and a chord bearing and distance of North $72^{\circ}04'06''$ East, 122.30 feet; thence 114.09 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $25^{\circ}08'29''$ and a chord bearing and distance of North $66^{\circ}50'08''$ East, 113.17 feet; thence North $79^{\circ}24'23''$ East, 46.42 feet; thence 174.99 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $38^{\circ}33'45''$ and a chord bearing and distance of South $81^{\circ}18'45''$ East, 171.71 feet; thence 97.02 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $27^{\circ}47'40''$ and a chord bearing a distance of South $75^{\circ}55'42''$ East, 96.07 feet; thence South $89^{\circ}49'32''$ East, 314.57 feet, to the Point of Beginning. All of the above containing 2.613 Acres.

EXHIBIT B



 **SANITARY SEWER EASEMENT - R.O.W.**
 (2.613 ACRES)

SUBJECT PROPERTY AND SHEET INDEX



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VALENCIA SOUTH ESTATES PHASE 1 & 2

SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

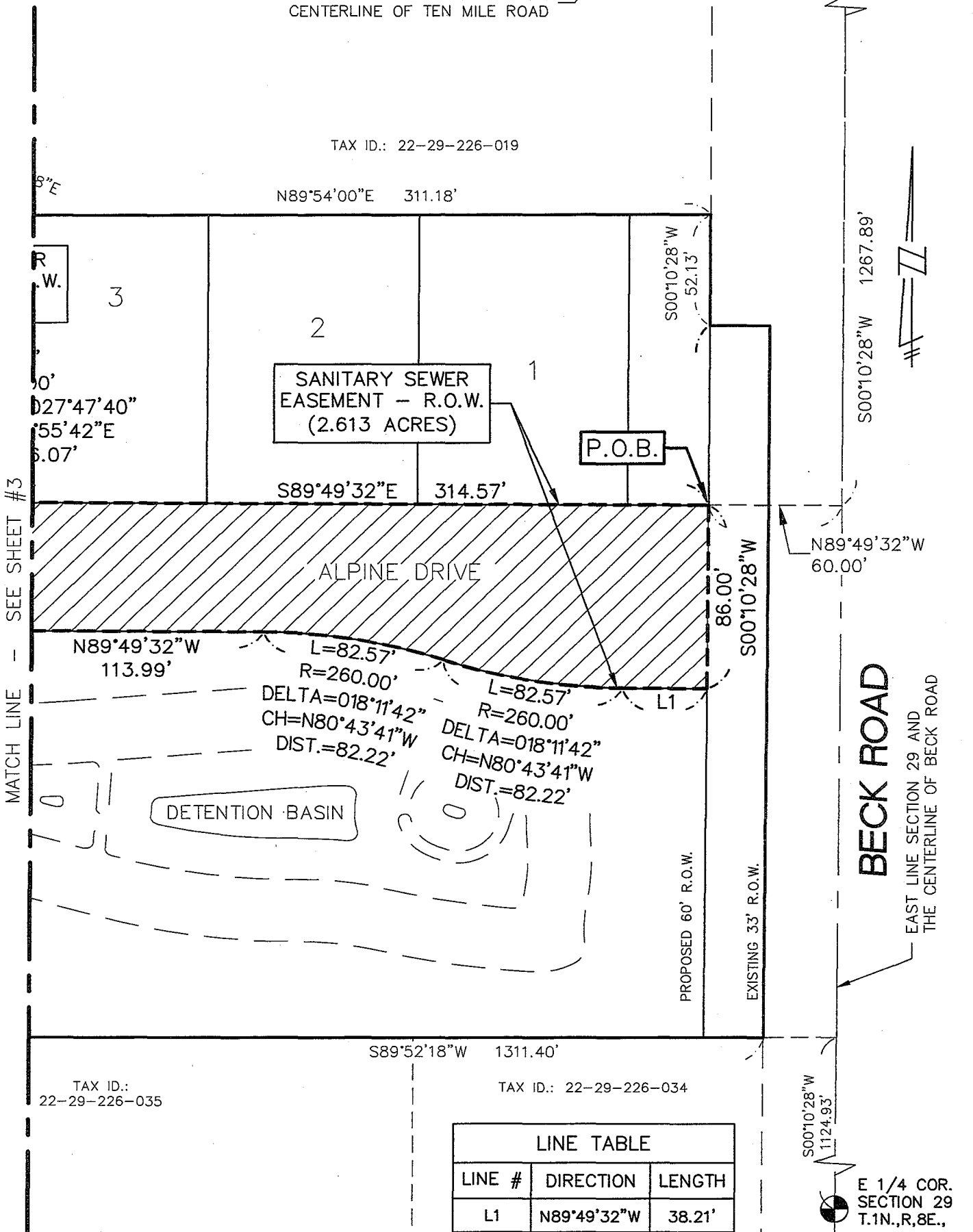
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DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002SAN-R0W
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 6

EXHIBIT B TEN MILE ROAD

NORTH LINE SECTION 29 AND THE
CENTERLINE OF TEN MILE ROAD

NE. COR.
SECTION 29
T.1N.,R.8E.,

TAX ID.: 22-29-226-019



MATCH LINE - SEE SHEET #3

BECK ROAD
EAST LINE SECTION 29 AND
THE CENTERLINE OF BECK ROAD

N89°49'32"W
113.99'

S89°49'32"E 314.57'

SANITARY SEWER
EASEMENT - R.O.W.
(2.613 ACRES)

P.O.B.

DETENTION BASIN

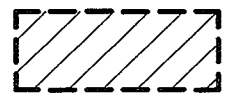
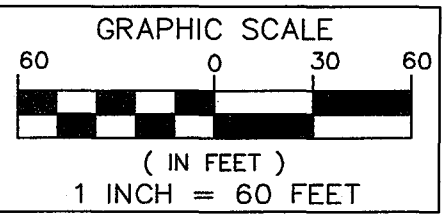
L=82.57' R=260.00'
DELTA=018°11'42"
CH=N80°43'41"W
DIST.=82.22'

S89°52'18"W 1311.40'

TAX ID.: 22-29-226-034

TAX ID.:
22-29-226-035

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°49'32"W	38.21'



SANITARY SEWER EASEMENT - R.O.W.
(2.613 ACRES)

SANITARY SEWER EASEMENT - R.O.W.

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

CONSULTING ENGINEERS

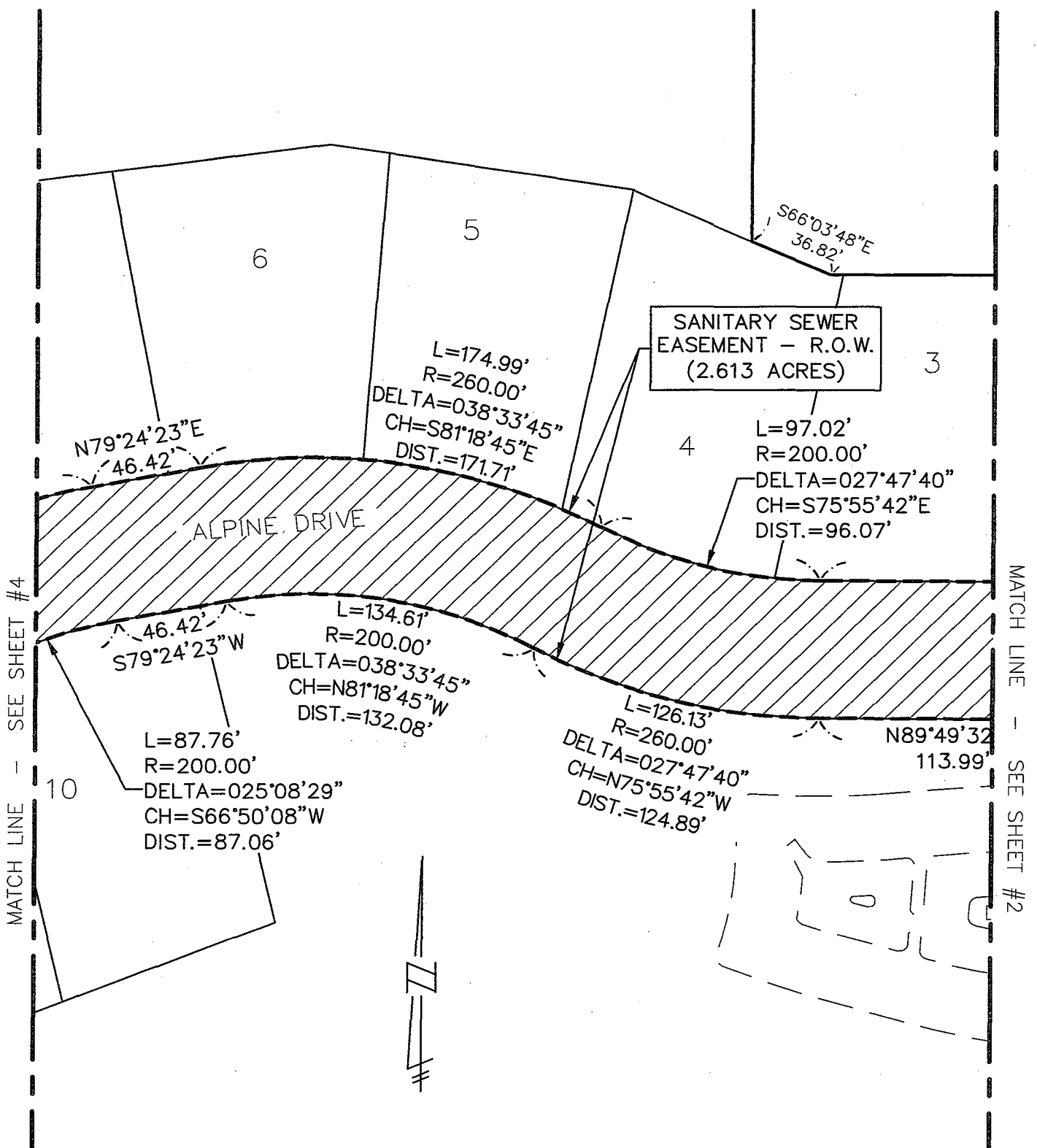
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**VALENCIA SOUTH ESTATES
PHASE 1 & 2**

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002SAN-ROW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 6

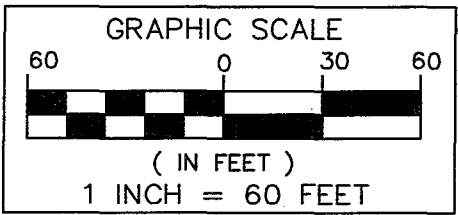
EXHIBIT B



MATCH LINE - SEE SHEET #4

MATCH LINE - SEE SHEET #2

LOT 33	S89°52'18"W 1311.40'	TAX ID.: 22-29-226-036	TAX ID.: 22-29-226-035
"ANDOVER POINTE NO. 2" (L. 231 OF PLATS, PP. 30-31)			



SANITARY SEWER EASEMENT - R.O.W. (2.613 ACRES)

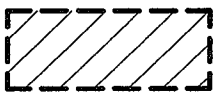
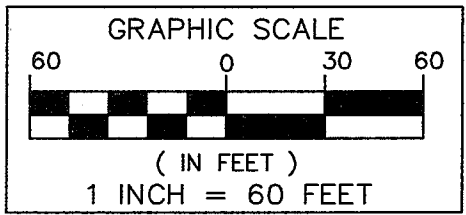
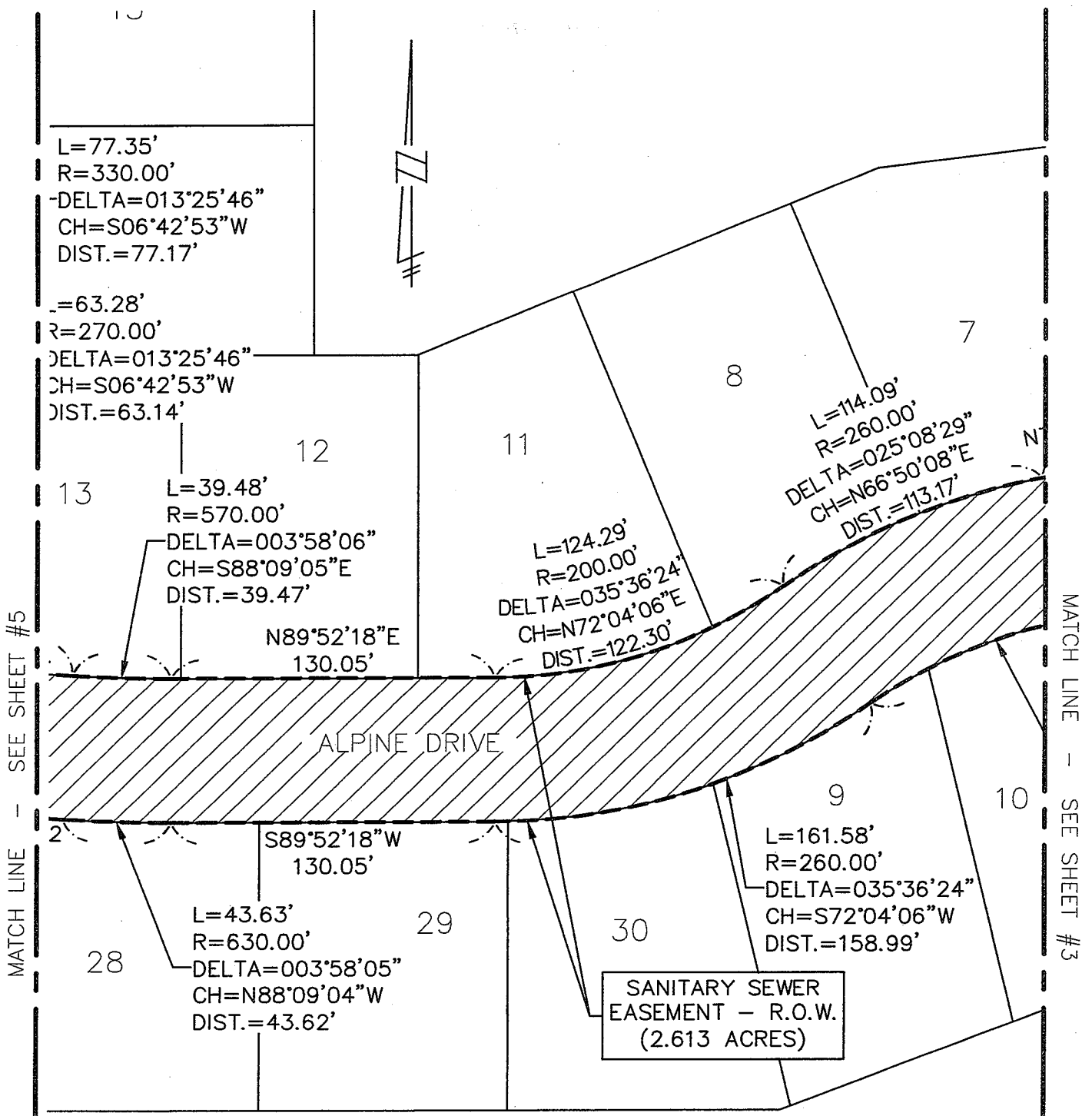
SANITARY SEWER EASEMENT - R.O.W.

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
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PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

VALENCIA SOUTH ESTATES PHASE 1 & 2
SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002SAN-ROW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	3 OF 6

EXHIBIT B



SANITARY SEWER EASEMENT - R.O.W.
(2.613 ACRES)

SANITARY SEWER EASEMENT - R.O.W.



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

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

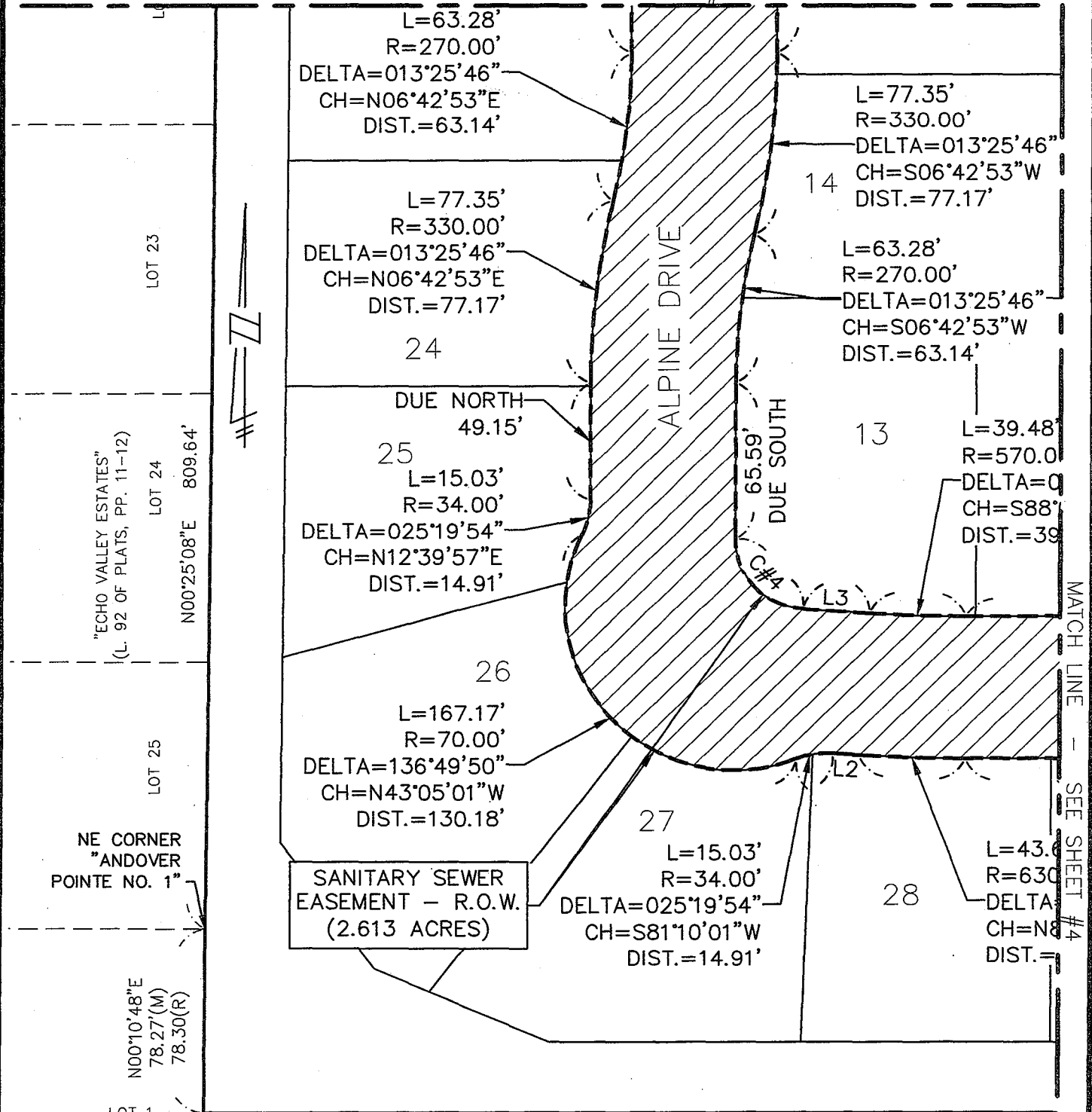
VALENCIA SOUTH ESTATES PHASE 1 & 2

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002SAN-ROW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	4 OF 6

EXHIBIT B

MATCH LINE - SEE SHEET #6



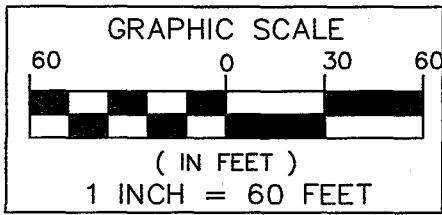
MATCH LINE - SEE SHEET #4

SANITARY SEWER EASEMENT - R.O.W. (2.613 ACRES)

SANITARY SEWER EASEMENT - R.O.W. (2.613 ACRES)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#4	45.12'	30.00'	086°10'02"	S43°05'01"E	40.98'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L2	N86°10'02"W	10.66'
L3	S86°10'02"E	27.10'



SANITARY SEWER EASEMENT - R.O.W. (2.613 ACRES)

SANITARY SEWER EASEMENT - R.O.W.



SEIBER, KEAST ENGINEERING, L.L.C.

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

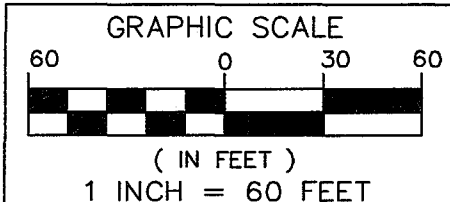
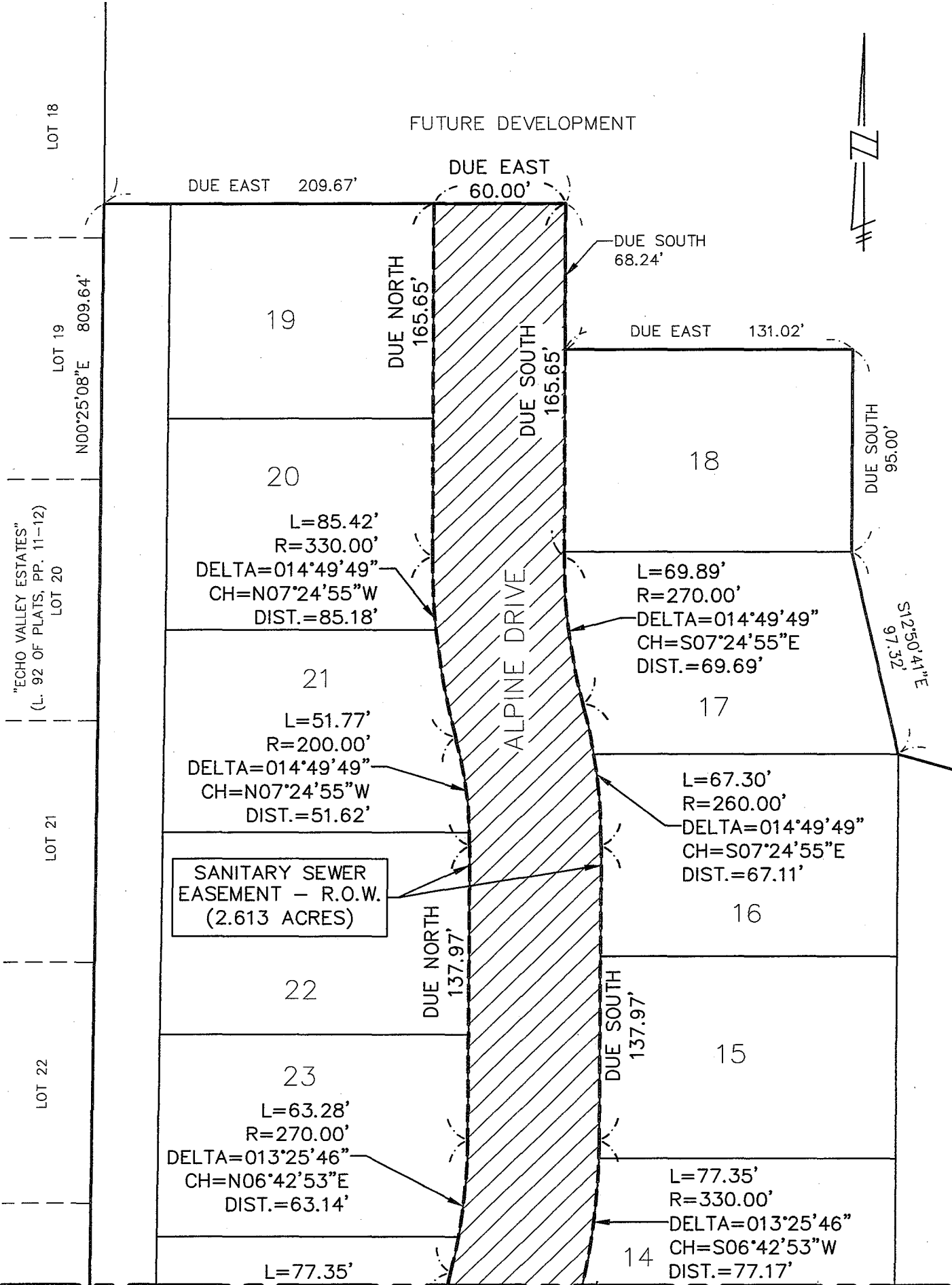
VALENCIA SOUTH ESTATES PHASE 1 & 2

SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002SAN-ROW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	5 OF 6

EXHIBIT B

FUTURE DEVELOPMENT



SANITARY SEWER EASEMENT - R.O.W. (2.613 ACRES)

SANITARY SEWER EASEMENT - R.O.W.



SEIBER, KEAST ENGINEERING, L.L.C.

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

VALENCIA SOUTH ESTATES PHASE 1 & 2

SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002SAN-ROW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	6 OF 6

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Pinnacle-Valencia South LLC whose address is 1668 S. Telegraph, Ste. 200, Bloomfield Hills, MI 48301, 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 public walkway over across and through property located in Section 29, 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 30 day of December, 2016.

Signed by:

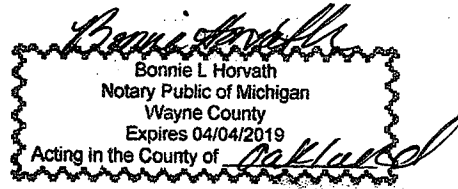
Pinnacle - Valencia South
Michigan Limited Liability Company


By: Howard Fingerroot, its Manager

STATE OF MICHIGAN)

) SS

COUNTY OF Oakland



The foregoing instrument was acknowledged before me this 30 day of Dec, 2016 by Howard Fingerroot, the Manager of Pinnacle-Valencia South LLC.

Drafted by:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:
Cortney Hanson, Clerk
City Of Novi
45175 Ten Mile Road
Novi, MI 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Sidewalk Easement, dated Dec 30, 2016, attached hereto and incorporated as Exhibit A, whereby Pinnacle-Valencia South LLC, grants and conveys said easement to Novi Corporate Park V, LLC, 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 21st day of OCTOBER, 2016.

Flagstar Bank, LLC

By: [Signature]
Michael J. Wentrack

Its: First Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 21st day of October, 2016, by Michael J. Wentrack, the First Vice President of Flagstar Bank, a Michigan federally chartered Savings bank

BARBARA J. WEAVER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES 01/29/2017
Acting in the County of Oakland

[Signature]
Notary Public
Acting in Oakland County, MI
My commission expires: 1/29/17

EXHIBIT A

"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION SUBJECT PROPERTY

A parcel of land located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1184.73 feet, along the East line of said Section 29 and the centerline of Beck Road; thence South 89°54'00" West, 33.00 feet, to a point on the Westerly right-of-way line of said Beck Road and for a POINT OF BEGINNING; thence South 00°10'28" West, 331.38 feet, along the Westerly right-of-way line of said Beck Road; thence South 89°52'18" West, 1311.40 feet, along the extension of and the Northerly line of "Andover Pointe No. 2", as recorded in Liber 231 of Plats, on Pages 30 and 31, Oakland County Records, to the Northwest corner of said "Andover Pointe No. 2", and to the Easterly line of "Andover Pointe No. 1", as recorded in Liber 231 of Plats, on Pages 11 through 16, inclusive, Oakland County Records; thence North 00°10'48" East, 78.27 feet, (previously recorded as 78.32 feet), to the northeast corner of Lot 1 of said "Andover Pointe No. 1", to a point on the East line of "Echo Valley Estates", as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence North 00°25'08" East, 809.64 feet, along the East line of said "Echo Valley Estates"; thence Due East, 209.67 feet; thence Due South 68.24 feet; thence Due East, 131.02 feet; thence Due South 95.00 feet; thence South 12°50'41" East, 97.32 feet; thence South 73°40'42" East, 161.00 feet; thence North 84°17'17" East, 100.96 feet; thence North 58°36'46" East, 79.11 feet; thence North 38°34'07" East, 37.44 feet; thence South 89°49'32" East, 227.21 feet; thence South 00°10'28" West, 263.55 feet; thence South 66°03'48" East, 36.82 feet; thence North 89°54'00" East, 311.18 feet, to a point on the Westerly right-of-way line of said Beck Road; thence South 00°10'28" West, 52.13 feet, along the Westerly right-of-way line of said Beck Road; thence North 89°54'00" East, 27.00 feet, to the Point of Beginning. All of the above containing 18.634 Acres. All of the above being subject to easements, restrictions and the right-of-way on record. All of the above being subject to the rights of the public in Beck Road.

EXHIBIT B

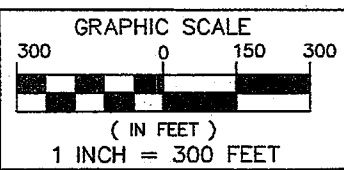
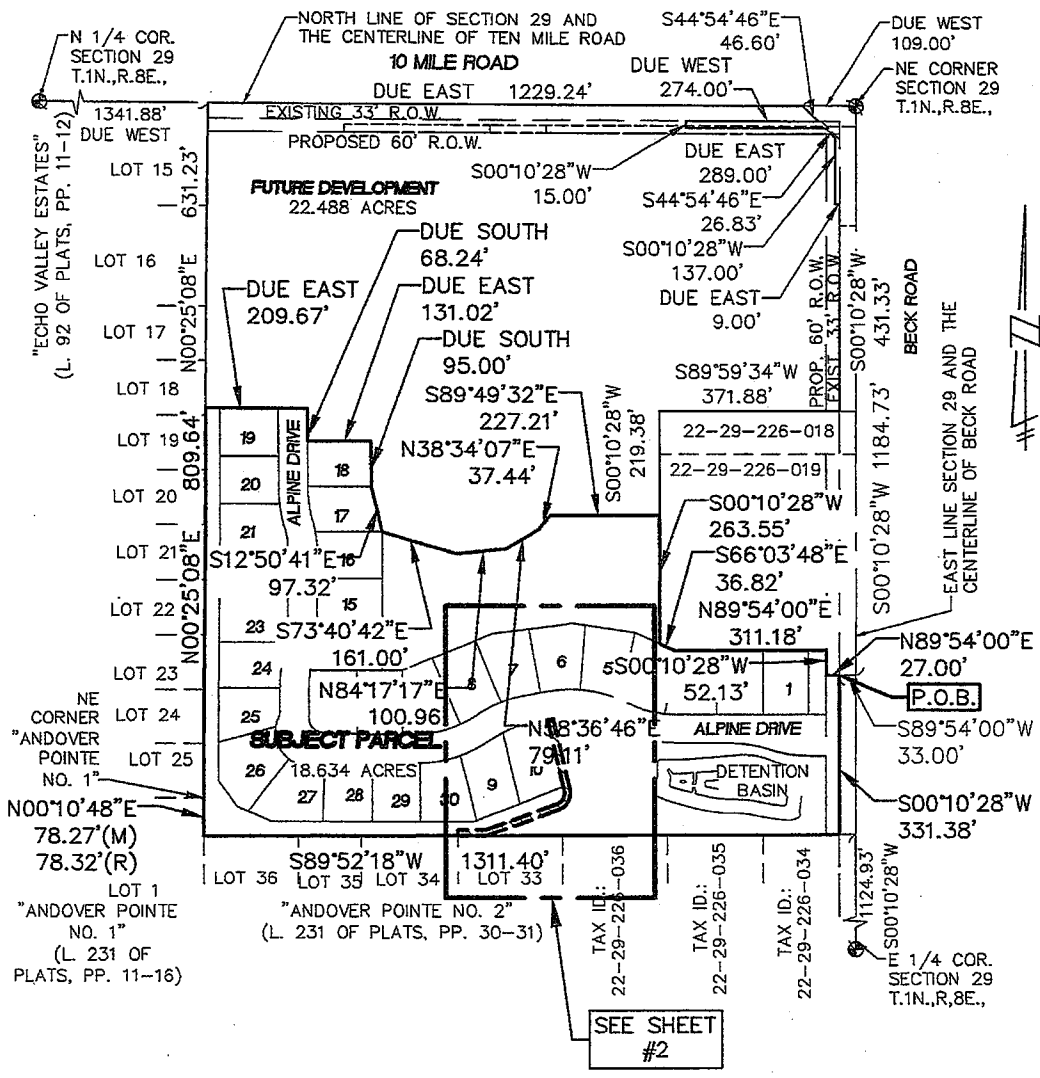
"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION

12' WIDE PATHWAY EASEMENT

A 12 foot wide Pathway Easement, located in a Part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1516.10 feet along the East Line of said Section 29 and the centerline of Beck Road; thence South 89°52'18" West, 761.35 feet, to a point on the North line of "Andover Pointe No.2", a subdivision as recorded in Liber 231 of Plats, on Pages 30 & 31, Oakland County Records, for a POINT OF BEGINNING; thence continuing South 89°52'18" West, 59.38 feet, along the North line of said "Andover Pointe No.2"; thence North 00°07'42" West, 12.00 feet; thence North 89°52'18" East, 57.28 feet; thence North 70°00'49" East, 155.64 feet; thence 36.36 feet along a curve to the left, said curve having a radius of 25.00 feet, a central angle of 83°19'58" and a chord bearing and distance of North 28°20'51" East, 33.24 feet; thence North 13°19'08" West, 149.05 feet; thence North 79°24'23" East, 10.23 feet; thence 1.78 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 00°30'36" and a chord bearing and distance of North 79°39'41" East, 1.78 feet; thence South 13°19'08" East, 148.47 feet; thence 53.81 feet along a curve to the right, said curve having a radius of 37.00 feet, a central angle of 83°19'58" and a chord bearing and distance of South 28°20'51" West, 49.19 feet; thence South 70°00'49" West, 157.74 feet, to the Point of Beginning. All of above containing 0.113 Acres.

EXHIBIT B



12' WIDE PATHWAY EASEMENT
(0.113 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

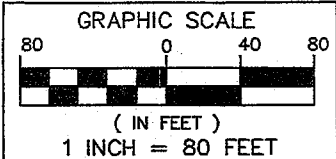
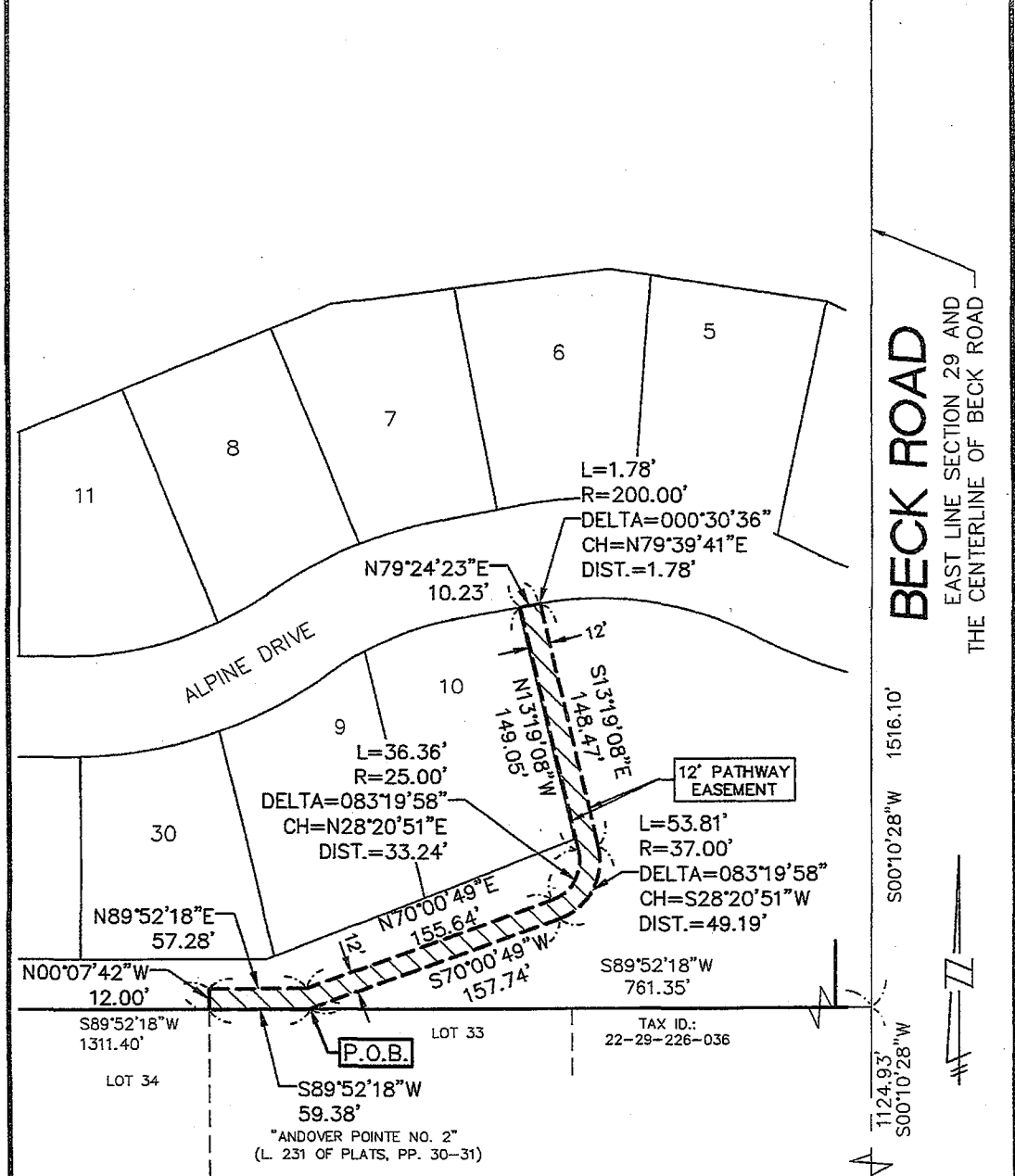
VALENCIA SOUTH ESTATES
PHASE 1 & 2
SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	04-14-16
JOB NO.:	14-002
DWG FILE:	14-002ESMT-PTW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 2

EXHIBIT B TEN MILE ROAD

NORTH LINE SECTION 29 AND THE
CENTERLINE OF TEN MILE ROAD

NE. COR.
SECTION 29
T.1N., R.8E.,



**12' WIDE PATHWAY EASEMENT
(0.113 ACRES)**

PATHWAY EASEMENT

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

**VALENCIA SOUTH ESTATES
PHASE 1 & 2**
SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 80'
DATE:	04-14-16
JOS NO.:	14-002
DWG FILE:	14-002ESMT-PTW
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 2

BILL OF SALE - WATER SYSTEM

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Valencia South LLC, whose address is 1668 S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, 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 mains, pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water system according to the easements and/or public rights-of-way therefore established described as follows:

(See Attached Exhibit "A")

The undersigned has executed these presents this 31st day of October, 2016.

Signed by

Pinnacle-Valencia South LLC,
a Michigan limited liability company

By: [Signature]
Howard Fingerroot
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of October, 2016, by Howard Fingerroot, Manager of Beck Ten Land LLC, a Michigan limited liability company, on behalf of the Company.

[Signature]
Notary Public
Oakland County, Michigan
My Commission Expires: 10/24/18

Drafted by:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

Return To:
Cortney Hanson, Clerk
City Of Novi
45175 Ten Mile Road
Novi, MI 48375

ANTIONETTE BERGER
Notary Public - Michigan
Wayne County
My Comm. Expires 10/24/18

EXHIBIT A

"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION

WATER MAIN EASEMENT

A Water Main Easement, located in a Part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1516.10 feet along the East Line of said Section 29 and the centerline of Beck Road; thence South 89°52'18" West, 808.73 feet, along the Northerly line of "Andover Pointe No. 2", as recorded in Liber 231 of Plats, on Pages 30 and 31, Oakland County Records, for a POINT OF BEGINNING 'A'; thence continuing South 89°52'18" West, 20.00 feet; thence North 00°07'42" West, 12.34 feet; thence North 47°20'09" East, 44.93 feet; thence North 13°19'08" West, 122.66 feet; thence 20.14 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 04°26'18" and a chord bearing and distance of North 70°02'06" East, 20.14 feet; thence South 13°19'08" East, 136.69 feet; thence South 47°20'09" West, 47.83 feet; thence South 00°07'42" East, 3.55 feet, to the Point of Beginning 'A'.

And also, commencing at the Northeast Corner of said Section 29; thence Due West, 1338.24 feet, along the North line of said Section 29 and the centerline of Ten Mile Road; thence South 00°25'08" West, 631.23 feet, along the Easterly line of "Echo Valley Estates", as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence Due East, 149.67 feet, for a POINT OF BEGINNING 'B'; thence Due North, 98.28 feet; thence 12.73 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 02°48'15" and a chord bearing and distance of North 01°24'08" East, 12.72 feet; thence Due East, 18.02 feet; thence 12.73 feet along a curve to the left, said curve having a radius of 242.00 feet, a central angle of 03°00'47" and a chord bearing and distance of South 01°30'24" West, 12.72 feet; thence Due South, 98.28 feet; thence Due West, 18.00 feet, to the Point of Beginning 'B'. All of the above containing 0.130 Acres.

BILL OF SALE - SANITARY SEWER


KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Valencia South LLC, whose address is 1668 S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, 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 sanitary sewer system according to the easements and/or public rights-of-way therefore established described as follows:

(See Attached Exhibit "A")

The undersigned has executed these presents this 31st day of October, 2016.

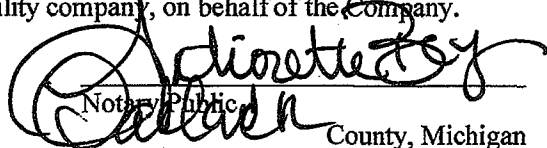
Signed by

Pinnacle-Valencia South LLC,
a Michigan limited liability company

By: 
Howard Fingerroot
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of October, 2016, by Howard Fingerroot, Manager of Beck Ten Land LLC, a Michigan limited liability company, on behalf of the company.


Notary Public
Wayne County, Michigan
My Commission Expires:

Drafted by:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

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

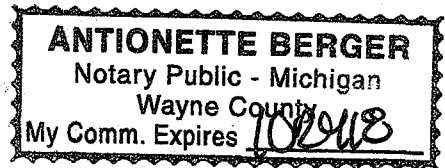


EXHIBIT A

"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION
SANITARY SEWER

A Sanitary Sewer Easement, located in a Part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1267.89 feet along the East Line of said Section 29 and the centerline of Beck Road; thence North 89°49'32" West, 60.00 feet, for a POINT OF BEGINNING 'A'; thence continuing North 89°49'32" West, 314.57 feet, for a reference POINT 'A'; thence 97.02 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 27°47'40" and a chord bearing and distance of North 75°55'42" West, 96.07 feet; thence 174.99 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 38°33'45" and a chord bearing and distance of North 81°18'45" West, 171.71 feet; thence South 79°24'23" West, 46.42 feet; thence 114.09 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 25°08'29" and a chord bearing and distance of South 66°50'08" West, 113.17 feet; thence 124.29 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 35°36'24" and a chord bearing and distance of South 72°04'06" West, 122.30 feet; thence South 89°52'18" West, 130.05 feet; thence 39.48 feet along a curve to the right, said curve having a radius of 570.00 feet, a central angle of 03°58'06" and a chord bearing and distance of North 88°09'05" West, 39.47 feet; thence North 86°10'02" West, 27.10 feet; thence 45.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of 86°10'02" and a chord bearing and distance of North 43°05'01" West, 40.98 feet; thence Due North 65.59 feet; thence 63.28 feet along a curve to the right, said curve having a radius of 270.00 feet, a central angle of 13°25'46" and a chord bearing and distance of North 06°42'53" East, 63.14 feet; thence 77.35 feet along a curve to the left, said curve having a radius of 330.00 feet, a central angle of 13°25'46" and a chord bearing and distance of North 06°42'53" East, 77.17 feet; thence Due North 137.97 feet; thence 67.30 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 14°49'49" and a chord bearing and distance of North 07°24'55" West, 67.11 feet; thence 69.89 feet along a curve to the right, said curve having a radius of 270.00 feet, a central angle of 14°49'49" and a chord bearing and distance of North 07°24'55" West, 69.69 feet; thence Due North, 97.41 feet; thence Due East, 15.00 feet; thence Due South, 97.41 feet; thence 66.00 feet along a curve to the left, said curve having a radius of 255.00 feet, a central angle of 14°49'49" and a chord bearing and distance of South 07°24'55" East, 65.82 feet; thence 71.18 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 14°49'49" and a chord bearing and distance of South 07°24'55" East, 70.98 feet; thence Due South 137.97 feet; thence 80.86 feet along a curve to the right, said curve having a radius of 345.00 feet, a central angle of 13°25'46" and a chord bearing and distance of South 06°42'53" West, 80.68 feet; thence 59.77 feet along a curve to left, said curve having a radius of 255.00 feet, a central angle of 13°25'46" and a chord bearing and distance of South 06°42'53" West, 59.63 feet; thence Due South, 65.59 feet; thence 22.56 feet along a curve to the left, said curve having a radius of 15.00 feet, a central angle of 86°10'02" and a chord bearing and distance of South 43°05'01" East, 20.49 feet; thence South 86°10'02" East, 27.10 feet; thence 38.44 feet along a curve to the left, said curve having a radius of 555.00 feet, a central angle of 03°58'06" and a chord bearing and distance of South 88°09'05" East, 38.43 feet; thence North 89°52'18" East, 130.05 feet; thence 114.97 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of 35°36'24" and a chord bearing and distance of North 72°04'06" East, 113.13 feet; thence 120.67 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 25°08'29" and a chord bearing and distance of North 66°50'08" East, 119.70 feet; thence North 79°24'23" East, 46.42 feet; thence 185.09 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 38°33'45" and a chord

EXHIBIT A

bearing and distance of South 81°18'45" East, 181.61 feet; thence 89.74 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of 27°47'40" and a chord bearing and distance of South 75°55'42" East, 88.87 feet; thence South 89°49'32" East, 314.57 feet; thence South 00°10'28" West, 15.00, feet, to the Point of Beginning 'A'.

And also, commencing at said reference POINT 'A'; thence South 20°35'18" West, 63.03 feet, for a POINT OF BEGINNING 'B'; thence South 14°56'31" West, 183.07 feet; thence South 89°52'18" West, 365.10 feet; thence South 00°07'42" East, 14.45 feet, to a point on the North line of "Andover Pointe No. 2", a subdivision as recorded in Liber 231 of Plats, on Pages 30 and 31, Oakland County Records; thence South 89°52'18" West, 35.00 feet, along the North line of said "Andover Pointe No. 2"; thence North 00°07'42" West, 49.45 feet; thence North 89°52'18" East, 373.28 feet; thence North 14°56'31" East, 152.55 feet; thence 35.22 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 07°45'43" and a chord bearing and distance of South 81°05'39" East, 35.20 feet, to the Point of Beginning 'B'. All of the above containing 1.036 Acres.

WARRANTY DEED
(Right of Way)

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Valencia South LLC, a Michigan limited liability company, whose address is 1668 S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

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

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

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

Dated this 30 day of December, 2016.

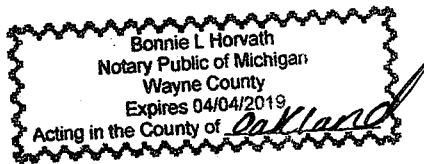
Signed by:

Pinnacle-Valencia South LLC,
a Michigan limited liability company

By: 
Howard Fingerroot
Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30 day of December, 2016, by Howard Fingerroot, Manager of Pinnacle-Valencia South LLC, a Michigan limited liability company, on behalf of the Company.



Bonnie L. Horvath
Notary Public
Wayne County, Michigan
My Commission Expires: 4-4-19

When Recorded Return to: Cortney Hanson, Clerk City Of Novi 45175 Ten Mile Road Novi, MI 48375	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela, Esq. Johnson, Rosati, Schultz & Joppich 27555 W. Twelve Mile, Suite 250 Farmington Hills, MI 48331
--	---	--

Part of Tax Parcel No. _____

Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A

"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION
SUBJECT PROPERTY

A PARCEL OF LAND LOCATED IN A PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 00°10'28" WEST, 1184.73 FEET, ALONG THE EAST LINE OF SAID SECTION 29 AND THE CENTERLINE OF BECK ROAD; THENCE SOUTH 89°54'00" WEST, 33.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD AND FOR A POINT OF BEGINNING; THENCE SOUTH 00°10'28" WEST, 331.38 FEET, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD; THENCE SOUTH 89°52'18" WEST, 1311.40 FEET, ALONG THE NORTHERLY LINE OF "ANDOVER POINTE NO. 2", AS RECORDED IN LIBER 231 OF PLATS, ON PAGES 30 AND 31, OAKLAND COUNTY RECORDS, AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF SAID "ANDOVER POINTE NO.2", SAID POINT ALSO BEING ON THE EASTERLY LINE OF "ANDOVER POINTE NO. 1", AS RECORDED IN LIBER 231 OF PLATS, ON PAGES 11 THROUGH 16, INCLUSIVE, OAKLAND COUNTY RECORDS; THENCE NORTH 00°10'48" EAST 78.27 FEET TO THE NORTHEAST CORNER OF SAID "ANDOVER POINTE NO. 1", SAID POINT ALSO BEING THE SOUTHEAST CORNER OF "ECHO VALLEY ESTATES", AS RECORDED IN LIBER 92 OF PLATS, ON PAGES 11 AND 12, OAKLAND COUNTY RECORDS; THENCE NORTH 00°25'08" EAST, 809.64 FEET, ALONG THE EAST LINE OF SAID "ECHO VALLEY ESTATES"; THENCE DUE EAST, 209.67 FEET; THENCE DUE SOUTH 68.24 FEET; THENCE DUE EAST, 131.02 FEET; THENCE DUE SOUTH 95.00 FEET; THENCE SOUTH 12°50'41" EAST, 97.32 FEET; THENCE SOUTH 73°40'42" EAST, 161.00 FEET; THENCE NORTH 84°17'17" EAST, 100.96 FEET; THENCE NORTH 58°36'46" EAST, 79.11 FEET; THENCE NORTH 38°34'07" EAST, 37.44 FBET; THENCE SOUTH 89°49'32" EAST, 227.21 FEET; THENCE SOUTH 00°10'28" WEST, 263.55 FEET; THENCE SOUTH 66°03'48" EAST, 36.82 FEET; THENCE NORTH 89°54'00" EAST, 311.18 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD; THENCE SOUTH 00°10'28" WEST, 52.13 FEET, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BECK ROAD; THENCE NORTH 89°54'00" EAST, 27.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 18.634 ACRES, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER BECK ROAD.

EXHIBIT B

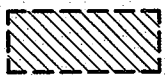
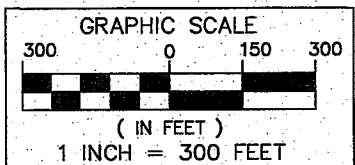
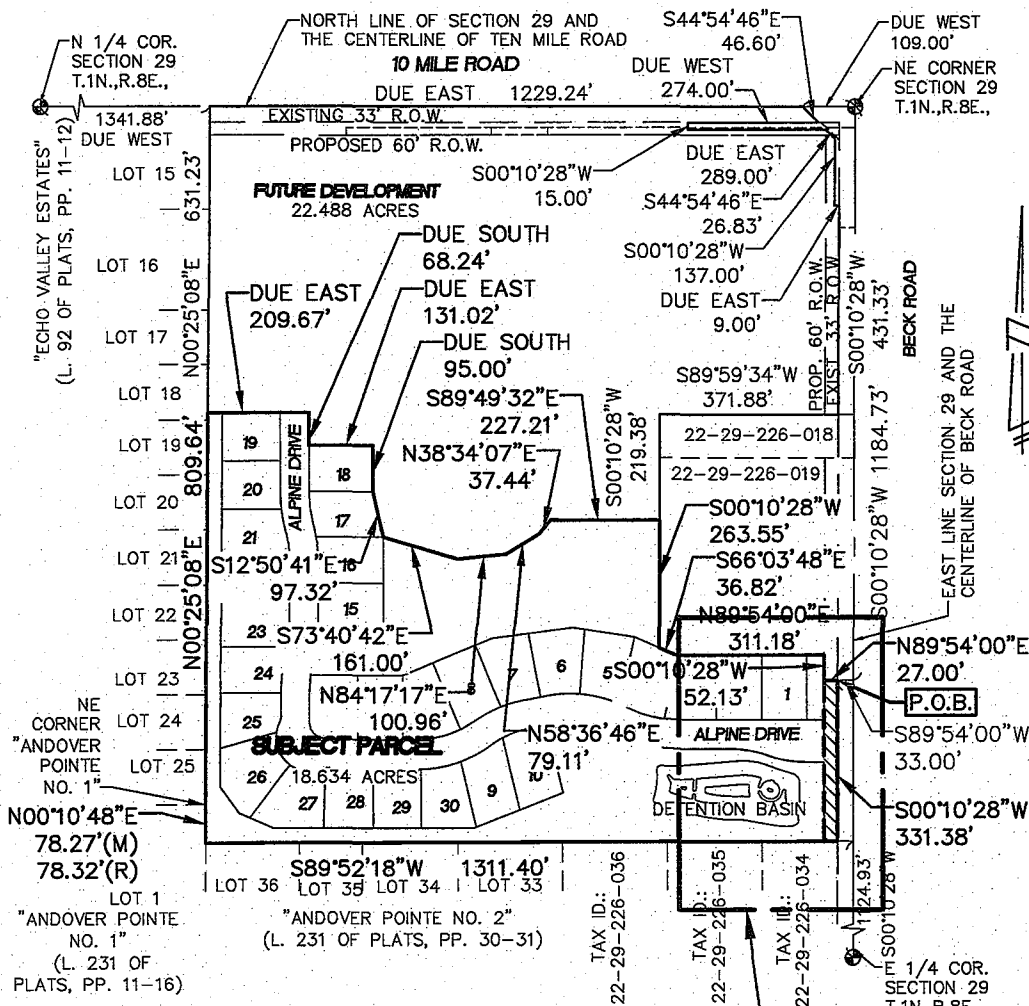
"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION - BECK ROAD

A Road Right-of-Way Dedication, located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1184.73 feet along the East Line of said Section 29 and centerline of Beck Road; thence South 89°54'00" West, 33.00 feet, for a POINT OF BEGINNING; thence South 00°10'28" West, 331.38 feet, to a point on the Southerly line of Subject Property; thence South 89°52'18" West, 27.00 feet, along the Southerly line of said Subject Property; thence North 00°10'28" East, 331.40 feet, to a point on the Northerly line of said Subject Property; thence North 89°54'00" East, 27.00 feet, along the Northerly line of said Subject Property, to the Point of Beginning. All of the above containing 0.205 Acres.

EXHIBIT C



ROAD RIGHT-OF-WAY DEDICATION (0.205 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

VALENCIA SOUTH ESTATES PHASE 1 & 2

SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

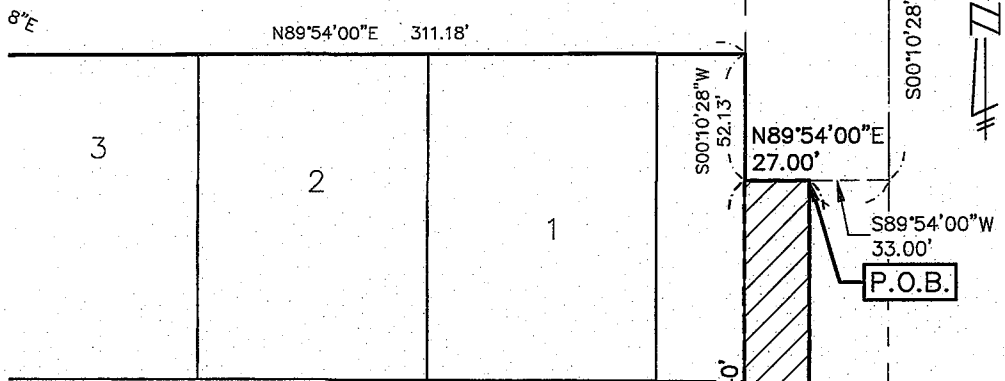
SCALE:	1" = 300'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002ROW-BECK
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 2

EXHIBIT C TEN MILE ROAD

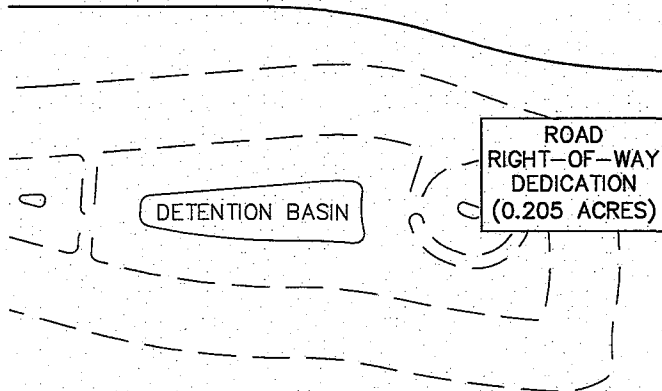
NORTH LINE SECTION 29 AND THE
CENTERLINE OF TEN MILE ROAD

NE. COR.
SECTION 29
T.1N.,R.8E.,

TAX ID.: 22-29-226-019



ALPINE DRIVE

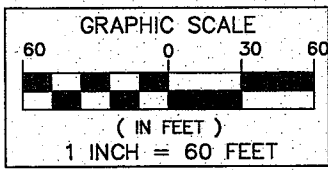


BECK ROAD
EAST LINE SECTION 29 AND
THE CENTERLINE OF BECK ROAD

TAX ID.:
22-29-226-035


TAX ID.: 22-29-226-034

E 1/4 COR.
SECTION 29
T.1N.,R.8E.,



ROAD RIGHT-OF-WAY
DEDICATION
(0.205 ACRES)

BECK ROAD RIGHT-OF-WAY DEDICATION

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

**VALENCIA SOUTH ESTATES
PHASE 1 & 2**
SECTION 29, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	11-22-16
JOB NO.:	14-002
DWG FILE:	14-002ROW-BECK
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 2



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company
100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan,
48304,
(248)540-4102, mi.bloomfield@firstam.com

File No. 765125

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

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

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

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

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized authority.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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All other uses are prohibited. Reprinted under license from the American Land Title Association.

CONDITIONS

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



First American

Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

100 Bloomfield Hills Parkway, Suite 195, Bloomfield
Hills, Michigan, 48304

(248)540-4102, (866)550-1079, mi.bloomfield@firstam.com

File No. 765125

Tom Delaney

Date Printed: January 06, 2017

Revision A

Address Reference: Valencia South Estates, Novi, MI 48374

1. Commitment Date: November 30, 2016 @ 8:00 am
2. Policy (or Policies) to be issued: Policy Amount
 - a. ALTA Owner's Policy of Title Insurance (6-17-06) \$0.00

Proposed Insured: Prospective Purchaser

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Pinnacle-Valencia South LLC, a Michigan limited liability company

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

See SCHEDULE C attached hereto.

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)



First American

Schedule BI

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company
100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan,
48304

File No.: 765125

REQUIREMENTS

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.
4. Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:
5. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
6. If the Company has been requested to limit the exception for rights of tenants to rights of tenant, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the company that there are no rights of first refusal or options to purchase in favor of any tenant.
7. Provide evidence of the purchase price or the amount of any mortgage to be insured and identify any proposed insured. Once a proposed insured has been identified, additional requirements and exceptions may be made.

This commitment shall be effective only when the amount of the policy, in amount greater than \$0.00, has been inserted in Schedule A by the Company.

8. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
9. Pay unpaid taxes and assessments unless shown as paid.
10. All Taxes paid to and including 2015
2016 Summer Taxes PAID in the amount of \$13,565.20
2016 Winter Taxes DUE in the amount of \$5,040.40
Tax Item No. 22-29-226-011, covers more land
Property Address: 47825 Ten Mile Road, Novi, MI 48374
11. All Taxes paid to and including 2015
2016 Summer Taxes PAID in the amount of \$3,690.97
2016 Winter Taxes DUE in the amount of \$1,371.44
Tax Item No. 22-29-226-022
Property Address: Beck Road, Novi, MI 48374

12. All Taxes paid to and including 2015
2016 Summer Taxes PAID in the amount of \$8,638.64
2016 Winter Taxes DUE in the amount of \$3,209.86
Tax Item No. 22-29-226-023
Property Address: 23445 Beck Road, Novi, MI 48374
13. All Taxes paid to and including 2015
2016 Summer Taxes PAID in the amount of \$2,092.36
2016 Winter Taxes DUE in the amount of \$777.45
Tax Item No. 22-29-226-028, covers more land
Property Address: Ten Mile Road, Novi, MI 48374
14. All Taxes paid to and including 2015
2016 Summer Taxes PAID in the amount of \$3,865.83
2016 Winter Taxes DUE in the amount of \$1,436.40
Tax Item No. 22-29-226-029, covers more land
Property Address: 47665 Ten Mile Road, Novi, MI 48374
15. All Taxes paid to and including 2015
2016 Summer Taxes PAID in the amount of \$3,596.81
2016 Winter Taxes DUE in the amount of \$1,336.46
Tax Item No. 22-29-226-044, covers more land
Property Address: vacant, Novi, MI 48374

NOTE: On the above tax amount(s), there may also be due an amount for interest, penalty and collection fee.

NOTE: The property described in this commitment has recently been split from a parcel assessed under 22-29-226-011, 22-29-226-022, 22-29-226-023, 22-29-226-028, 22-29-226-029 and 22-29-226-044. The City of Novi has informed First American Title Insurance Company that the property will be assessed for tax purposes under 22-29-227-001, 22-29-227-002, 22-29-227-003, 22-29-227-004, 22-29-227-005, 22-29-227-006, 22-29-227-007, 22-29-227-008, 22-29-227-009, 22-29-227-010, 22-29-227-011, 22-29-227-012, 22-29-227-013, 22-29-227-014, 22-29-227-015, 22-29-227-016, 22-29-227-017, 22-29-227-018, 22-29-227-019, 22-29-227-020, 22-29-227-021, 22-29-227-022, 22-29-227-023, 22-29-227-024, 22-29-227-025, 22-29-227-026, 22-29-227-027, 22-29-227-028, 22-29-227-029 and 22-29-227-030.

16. The tax parcel code identified herein covers greater land than the proposed insured land. This commitment, and the policy to be issued pursuant hereto, does not insure a legal division of the land or guarantee its certification as a separate tax parcel.

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



First American

Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company
100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills,
Michigan, 48304

File No.: 765125

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
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 not due and payable at Commitment Date.
6. Mortgage in the original amount of \$27,000,000.00 executed by Pinnacle-Novi 12 LLC, a Michigan limited liability company and Diversified Property Group, LLC, a Delaware limited liability company to Flagstar Bank, FSB, a federally chartered savings bank, dated December 23, 2014, recorded January 26, 2015, in Liber 47811, page 283. Mortgage Modification Agreement dated February 13, 2015, recorded March 12, 2015, in Liber 47957, page 230, Mortgage Modification Agreement dated May 1, 2015, recorded May 27, 2015 in Liber 48218, page 265, Mortgage Modification Agreement dated July 1, 2015, recorded July 9, 2015 in Liber 48378, page 488, Mortgage Modification Agreement dated September 24, 2015, recorded October 13, 2015 in Liber 48694, page 427 and Mortgage Modification Agreement dated September 16, 2016, recorded September 29, 2016 in Liber 49881, page 329, covers more land.
This Mortgage states that it secures an Equity Line/Revolving Line of Credit. If this loan is to be paid off in this transaction then proper steps should be taken to ensure that the company will be provided with a Full Satisfaction or Full Reconveyance for recording after payoff.
7. Omit.
8. The rights of Co-Owners and the Administering Body as set forth in the Master Deed and Act 59 of the Public Acts of 1978 as amended. The rights of Co-Owners and the Administering Body, easements, restrictions and other terms, covenants and conditions set forth in the Master Deed and Exhibits thereto recorded in Liber 49729, page 408, Oakland County Records, and any amendments thereto.
9. Terms and Conditions contained in Storm Drainage Facility Maintenance Easement Agreement as disclosed by instrument recorded in Liber 43755, page 798.

10. Terms and Conditions contained in Planned Rezoning Overplay (PRO) Agreement Beck South LLC as disclosed by instrument recorded in Liber 48615, page 244.
11. Terms and Conditions contained in Tree Preservation Easement Agreement as disclosed by instrument recorded in Liber 49958, page 1.
12. Terms and Conditions contained in Wetland Conservation Easement as disclosed by instrument recorded in Liber 49958, page 19.
13. DTE Electric Company Underground Residential Distribution Easement (Right of Way) in favor of DTE Electric Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 50150, page 348.
14. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
15. Rights of tenants, if any, under any unrecorded leases.
16. Lien for outstanding water or sewer charges, if any.



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule C

File No.: 765125

The land referred to in this Commitment, situated in the County of Oakland, City of Novi, State of Michigan, is described as follows:

Units 1 through 30, inclusive, VALENCIA SOUTH ESTATES, a condominium, according to the Master Deed recorded in Liber 49729, pages 408 through 474, both inclusive, Oakland County Records, as amended, and designated as Oakland County Condominium Subdivision Plan No. 2150, together with rights in general common elements and limited common elements as set forth in the above-described Master Deed, as amended, and as described in Act 59 of the Public Acts of 1978, as amended.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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

December 1, 2016

Brad Botham
Pinnacle Homes
1668 S. Telegraph, Ste. 200
Bloomfield Hills, Michigan 48301

Re: Valencia Estates South - Acceptance Documents Review
Novi # JSP13-0075
SDA Job No. NV16-215
FINAL ACCEPTANCE DOCUMENT EXHIBITS APPROVED

Dear Mr. Romero:

We have reviewed the Acceptance Document Package received by our office on November 30, 2016 against the Final Site Plan (Stamping Set) approved on June 7, 2016 and record plans. 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 – (unexecuted: exhibit dated 04-14-16) – Exhibits Approved.
2. On-Site Sanitary Sewer Easement – (unexecuted: exhibit dated 04-14-16) – Exhibits Approved.
3. On-Site Storm Drainage Facility / Maintenance Easement Agreement – (unexecuted: exhibit dated 04-14-16) – Exhibits Approved.
4. Sidewalk Easement – (unexecuted: exhibit dated 04-14-16) – Exhibits Approved.
5. Conservation Easement – (unexecuted: exhibit dated 04-14-16) – Exhibits Approved. *DID NOT REVIEW*
6. Warranty Deed for Beck Road Right-of-Way – SUPPLIED – APPROVED.
7. Bills of Sale: Sanitary Sewer System and Water Supply System – SUPPLIED – Approved.
8. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – Approved.
9. Full Unconditional Waivers of Lien from contractors installing streets – SUPPLIED – Approved.
10. Sworn Statement from contractors installing public utilities - SUPPLIED – Approved.
11. Sworn Statement from contractors installing streets - SUPPLIED – Approved.
12. Maintenance and Guarantee Bond – (in the amount of \$36,817.50) – SUPPLIED – Approved.

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

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.

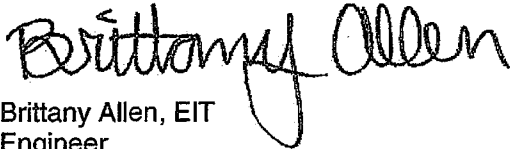
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated April 15, 2016 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

SPALDING DEDECKER



Brittany Allen, EIT
Engineer

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

PAID

JUN 20 2016

CITY OF NOVI

UTILITY MAINTENANCE AND GUARANTEE BOND

The undersigned, Diversified Property Group,
a Michigan limited liability company, "Principal," whose address is
1668 S. Telegraph, Ste 200, Bloomfield Hills MI 48301, prior to or with the
execution of this Maintenance and Guarantee Bond, has provided, or does provide to
the City of Novi, security in the total amount of Thirty Six Thousand Eight Hundred
Seventeen and 50/100 Dollars (\$36,817.50) to guarantee workmanship and materials
with respect to the Utility improvements, as identified on plans dated: 10-22-2013.
Such security has been posted in the form of irrevocable Letter of Credit No. 21219-679
issued by Flagstar Bank, FSB ("Bank"), for which payment Principal and Bank bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally.

WHEREAS, as part of the development of property located at 47661 Ten Mile
Road, and more particularly described as:

Parcel ID Number: 50-22-29-226-004

Project Name: Valencia Estates South PRO – Phase 1

Site Plan No. JSP13-0075

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

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

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

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

This Bond and the obligations of Principal under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as public by the City of Novi, by written acknowledgement, for defects discovered within that period for which the City provides written notice to the Principal within fourteen (14) days of discovery of the defect.

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

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

The date of the last signature shall be considered the date of this Bond, which is 6-20-16.

Date: 6-20-16

PRINCIPAL

By: 

Howard Fingerroot

WITNESSES:

B. B. B.

Oliver Good

FINAL LIEN WAIVER

Re: **Pinnacle Homes of Michigan, LLC**

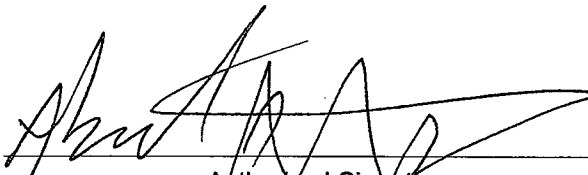
Check Number **29819**

Date **10/19/2016**

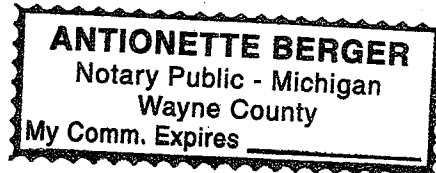
Partial / Final

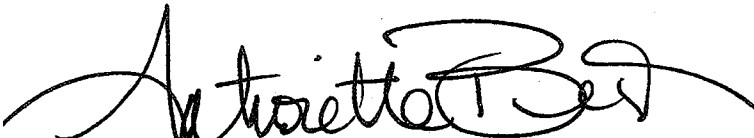
Job Description	Address	Amount
Valencia South - Land Dev.		\$151,920.00
Total Amount		\$151,920.00

KNOWN ALL MEN BY THESE PRESENT; that the undersigned, for and in consideration payment paid by Pinnacle Homes, receipt of which is hereby acknowledged, does hereby release any and all claims on bonds, damage, or lien rights of any kind whatsoever on the described property or construction project(s). See attached.


Authorized Signature

Sole Construction
5940 Commerce Drive
Westland, Mi 48185




Notary Public
My Commission Expires: 102418

FINAL LIEN WAIVER

Re: Pinnacle Homes of Michigan, LLC

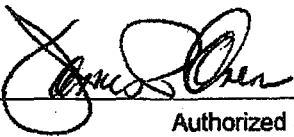
Check Number 30167

Date 11/14/2016

Partial / Final

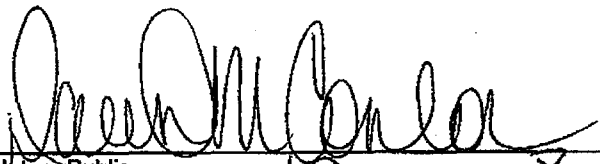
Job Description	Address	Amount
Valencia South - Land Dev.		\$32,840.95
	Total Amount	\$32,840.95

KNOWN ALL MEN BY THESE PRESENT; that the undersigned, for and in consideration payment paid by Pinnacle Homes, receipt of which is hereby acknowledged, does hereby release any and all claims on bonds, damage, or lien rights of any kind whatsoever on the described property or construction project(s). See attached.



Authorized Signature

Nagle Paving Company
39525 W 13 Mile Road
Novi, MI 48377



Notary Public
My Commission Expires: 12-27-18

DAWN M. CONLON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Dec. 27, 2018
Acting in the County of Macomb

SWORN STATEMENT

Owner Pinnacle-Valencia South LLC STATE OF MICHIGAN
 Project Valencia South Phases 1 and 2 COUNTY OF Oakland SS.
 General Contractor Pinnacle-Valencia South LLC

Period: Howard Fingeroot being duly sworn, deposes and says that (company) Pinnacle Homes of Michigan, LLC
 From is the (contractor) (subcontractor) for an improvement to the following described real property situated in the City of Farmington Hills, Michigan,
 To 15-Nov-16 Oakland County, Michigan, described as follows: **And Valencia South Phases 1 and 2**
 Request #

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

No.	Subcontractor / Supplier / Laborer	Type of Improvement	Total Contract	Change Orders	Adjusted Contract	Amount Paid	Amount Due	Retention	Balance to Complete
1	N/A	Land		\$ -	\$ -		\$ -	\$ -	\$ -
2		Geotechnical Consultant / Soil Borings		\$ -	\$ -		\$ -	\$ -	\$ -
3		Alta Survey / Boundary		\$ -	\$ -		\$ -	\$ -	\$ -
4		Survey - Topographic		\$ -	\$ -		\$ -	\$ -	\$ -
5		Traffic Study		\$ -	\$ -		\$ -	\$ -	\$ -
6		Wetlands Investigation		\$ -	\$ -		\$ -	\$ -	\$ -
7		Engineering / Land Planning		\$ -	\$ -		\$ -	\$ -	\$ -
8		Administrative Fees - review/permit fees		\$ -	\$ -		\$ -	\$ -	\$ -
9		Landscape Design		\$ -	\$ -		\$ -	\$ -	\$ -
10		Condo Docs - survey/legal		\$ -	\$ -		\$ -	\$ -	\$ -
11		Soil Erosion Control Permits / Inspections		\$ -	\$ -		\$ -	\$ -	\$ -
12		Demolition		\$ -	\$ -		\$ -	\$ -	\$ -
13		Porta John		\$ -	\$ -		\$ -	\$ -	\$ -
14		Construction Survey / staking		\$ -	\$ -		\$ -	\$ -	\$ -
15		Sediment / Erosion Control - Silt Fence		\$ -	\$ -		\$ -	\$ -	\$ -
16		Tree protection		\$ -	\$ -		\$ -	\$ -	\$ -
17		Materials Testing		\$ -	\$ -		\$ -	\$ -	\$ -
18		Site Clearing - Clear & Grubb / Tree Removal		\$ -	\$ -		\$ -	\$ -	\$ -
19		Mass Grading / Excavation / Finish Grading		\$ -	\$ -		\$ -	\$ -	\$ -
20	Sole Construction	Underground Utilities - Sanitary/water/storm sewer	\$ 727,000.00	\$ -	727,000.00	\$ 727,000.00	\$ -	\$ -	\$ -
21	Nagle Paving	Roadways - Edge drain/underlayment/curbs/paving	\$ 375,365.00	\$ -	375,365.00	\$ 375,365.00	\$ -	\$ -	\$ -
22		Frontage road paving		\$ -	\$ -		\$ -	\$ -	\$ -
23		Unsuitable Soils/Undercuts		\$ -	\$ -		\$ -	\$ -	\$ -
24		Franchise Utilities - Electric/gas/phone/cable		\$ -	\$ -		\$ -	\$ -	\$ -
25		Storm basin access path		\$ -	\$ -		\$ -	\$ -	\$ -
26		Temporary roads/utilities		\$ -	\$ -		\$ -	\$ -	\$ -
27		Construction Sign		\$ -	\$ -		\$ -	\$ -	\$ -
28		Landscaping common areas		\$ -	\$ -		\$ -	\$ -	\$ -

29	Tree Mitigation/ off-site contribuion/ escrow	\$	-	-	\$	-	-	-					
30	Lighting - streets & entrance	\$	-	-	\$	-	-	-					
31	Sidewalks	\$	-	-	\$	-	-	-					
32	Environmental Mitigation	\$	-	-	\$	-	-	-					
33	Street sweeping / washing	\$	-	-	\$	-	-	-					
34	Storm sewer repairs / cleaning	\$	-	-	\$	-	-	-					
35	Curb repairs	\$	-	-	\$	-	-	-					
36	Street repairs	\$	-	-	\$	-	-	-					
37	Site Amenities - repairs	\$	-	-	\$	-	-	-					
38	Punch list	\$	-	-	\$	-	-	-					
39	Trails/pathways	\$	-	-	\$	-	-	-					
40	Legal Fees - Pre/post Acquisition	\$	-	-	\$	-	-	-					
41	Municipal Inspection Fees/Permits - Escrows	\$	-	-	\$	-	-	-					
42	Closing Costs	\$	-	-	\$	-	-	-					
43	Property Taxes	\$	-	-	\$	-	-	-					
44	Professional Services		-	-	\$	-	-	-					
45			-	-	\$	-	-	-					
TOTAL AMOUNTS		\$	1,102,365.00	\$	1,102,365.00	\$	1,102,365.00	\$	-	\$	-	\$	-

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

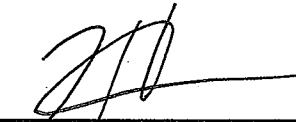
Deponent further says that he/she makes the foregoing statement as the (contractor)(subcontractor) or as _____ of the (contractor)(subcontractor) for the purpose of representing to the owner or lessee of the above described premises and his/her agents that the above described property is free from claims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

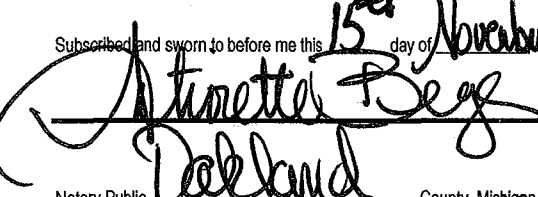
WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE DESCRIBED PROPERTY

MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

On receipt of this sworn statement, the owner or lessee, or the owner's or lessee's designee, must give notice of its receipt, either in writing, by telephone, or personally, to each subcontractor, supplier, and laborer who has provided a notice of furnishing under section 109 or, if a notice of furnishing is excused under section 108 or 108A, to each subcontractor, supplier, and laborer named in the sworn statement. If a subcontractor, supplier, or laborer who has provided a notice of furnishing or who is named in the sworn statement makes a request, the owner, lessee, or designee shall provide the requester a copy of the sworn statement within 10 business days after receiving the request.

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT. ACT NO 497 OF THE PUBLIC ACTS OF 1980. AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.



 Deponent
 Subscribed and sworn to before me this 15th day of November 16


 Notary Public, Dearborn County, Michigan
 My Commission Expires: 102418

