



CITY of NOVI CITY COUNCIL

Agenda Item I
December 18, 2017

SUBJECT: Acceptance of residential streets in Andelina Ridge Phase 2 and adoption of Act 51 New Street Resolution accepting Daroca Court, Estrada Lane, Sevilla Circle, and Pamplona Lane as public, adding 0.48 miles of roadway to the City's street system.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

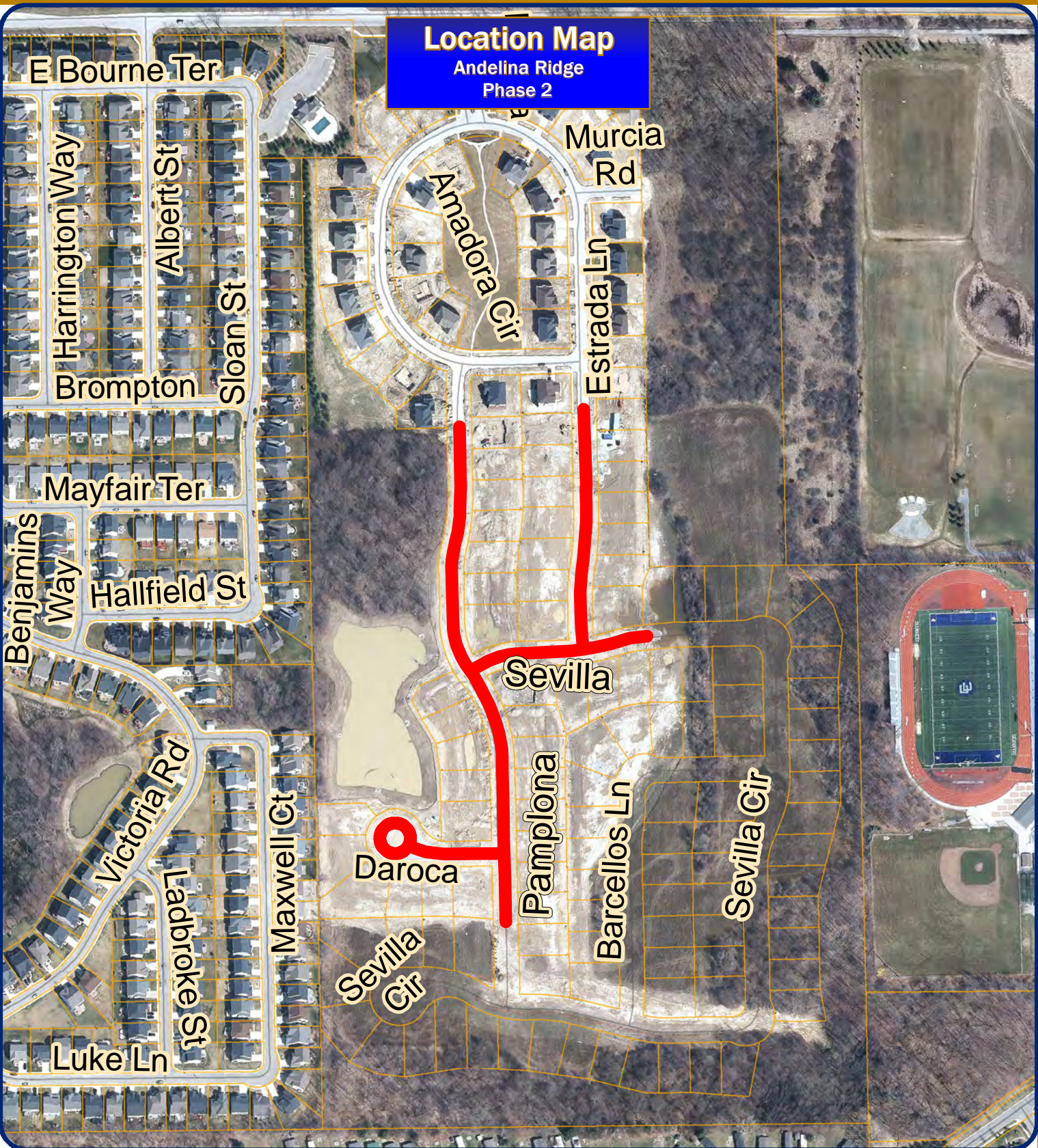
Pinnacle-12 Novi, LLC, developers of Andelina Ridge site condominiums, have requested the dedication of Daroca Court and portions of Estrada Lane, Sevilla Circle, and Pamplona Lane, and also requested that the City of Novi accept these streets as public assets. The right-of-way widths for each of the above proposed streets are sixty (60) feet. The development is located south of Twelve Mile Road and east of Napier Road.

The streets of Andelina Ridge Phase 2 have been constructed in accordance with City Standards. According to the City's consulting engineer, the streets meet City design and construction standards (Spalding DeDecker, June 27, 2017). The related acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form so as to permit acceptance by City Council (Spalding DeDecker, November 14, 2017 and Beth Saarela, November 27, 2017, respectively). The enclosed resolution satisfies the Michigan Department of Transportation requirement for adding 0.48 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of residential streets in Andelina Ridge Phase 2 and adoption of Act 51 New Street Resolution accepting Daroca Court, Estrada Lane, Sevilla Circle, and Pamplona Lane as public, adding 0.48 miles of roadway to the City's street system.

Location Map

Andelina Ridge
Phase 2

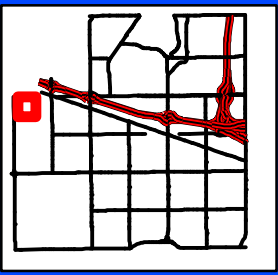


Map Author: Theresa Bridges
 Date: December 7, 2017
 Project:
 Version #:
 Amended By:
 Date:
 Department:

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

Feet
 0 65 130 260 390

1 inch = 315 feet



CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**ANDELINA RIDGE PHASE 2
DAROCA COURT, ESTRADA LANE, SEVILLA CIRCLE, AND PAMPLONA LANE**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on December 18, 2017, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Daroca Court, Estrada Lane, Sevilla Circle, and Pamplona Lane, and,

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

WHEREAS; that Daroca Court, Estrada Lane, Sevilla Circle, and Pamplona Lane were open to the public since 2015.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Daroca Court, Estrada Lane, Sevilla Circle, and Pamplona Lane and direct such to be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 18th day of December, 2017 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

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

June 27, 2017

Mrs. Theresa C. Bridges
Construction Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Andelina Ridge - Phase 2
Site Work Final Approval**
Novi SP No.: JSP14-0017
SDA Job No.: NV14-222

Dear Mrs. Bridges:

Please be advised that the public site utilities, grading, and pavement for the above referenced project have been confirmed by SDA to have been completed in accordance with the approved construction plans. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee can be released.

Please note that we have not addressed any items related to landscaping, woodlands or wetlands because the appropriate City staff or consultants will need to address these issues.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DEDECKER



Ted Meadows
Senior Project Manager

TMM

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Cheryl McNamara, City of Novi – Interim Bond Coordinator (e-mail)
Angie Pawlowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Paul Hotvedt, Pinnacle Homes (e-mail)
Brad Botham, Pinnacle Homes (e-mail)
SDA Job File

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

November 14, 2017

Brad Boltham
Pinnacle Homes
1668 South Telegraph Suite 200
Bloomfield Hills, MI 48302

Re: Andelina Ridge Ph II – Roads Acceptance Documents Review
Novi # 14-0017
SDA Job No. NV14-222
EXHIBITS APPROVED

Dear Mr. Baltham:

We have reviewed the Roads Acceptance Document Package received by our office on November 14, 2017 and offer the following comments:

Roads Acceptance Documents:

1. **Roads Bill of Sale** - (executed 09/18/2017) Exhibit Approved.
2. **Roads Sworn Statement** – (executed 09/18/2017) Approved
3. **Roads Waiver of Lien** – Received
4. **Roads Warranty Deed** – (executed 11/6/2017) Exhibit Approved


Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

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

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

Sincerely,

SPALDING DEDECKER


Taylor E. Reynolds, PE
Senior Project Engineer

Cc: (See page 2)



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



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.jrslaw.com

November 27, 2017

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

**Re: Andelina Ridge Phase II JSP
Street Acceptance Documents**

Dear Mr. Melistas:

We have received and reviewed the following document for Andelina Ridge, Phase II:

1. Warranty Deed for Interior Roads
2. Bill of Sale - Paving
2. Title Commitment
3. Partial Discharge Mortgage

Pinnacle-12 Novi, LLC seeks to convey the interior roads serving Phase II of Andelina Ridge. The Warranty Deed for roads and corresponding Bill of Sale for paving are acceptable.

The Maintenance and Guarantee Bond for street paving has been submitted to the City's Bond Coordinator and is in the City's standard format for a surety bond and is acceptable.

Once accepted, the Warranty Deed for roads should be tax certified and recorded with Oakland County Records. The Bill of Sale should be retained in the City's file.

Finally, the Developer should note that Master Deed may require amendment to remove the interior roads for the Condominium upon acceptance by City Council.

Very truly yours,

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

Elizabeth Kudla Saarela

EKS

- C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Darcy Rechtien, Plan Review Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Brad Botham, Pinnacle Home (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

WARRANTY DEED

(Roads)

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Novi 12 LLC, a Michigan limited liability company, whose address is 1666S. 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 6 day of November, ²⁰¹⁷ 2016.

Signed by:

Pinnacle-Novi 12 LLC,
a Michigan limited liability company

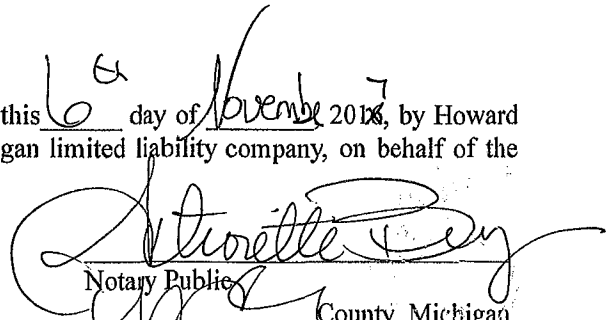
By: 

Howard Fingerroot

Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 6th day of November 2018, by Howard Fingeroot, Manager of Pinnacle-Novi 12 LLC, a Michigan limited liability company, on behalf of the Company.


Notary Public
County, Michigan
My Commission Expires:
102418

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

Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A

Job No. 12-013

"ANDELINA RIDGE" CONDOMINIUM

LEGAL DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION (PHASE 2)

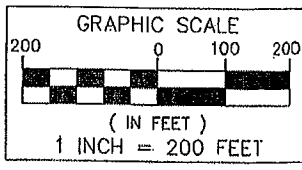
A 60 foot Road Right-Of-Way Dedication, located in a part of the Northwest 1/4 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 corner of said Section 18; thence North 89°31'51" West, 495.00 feet, along the North line of said Section 18 and the centerline of Twelve Mile Road; thence South 00°15'03" East, 915.22 feet; thence South 89°44'57" West, 120.00 feet; thence South 00°15'03" East, 31.59 feet, for a POINT OF BEGINNING; thence continuing South 00°15'03" East, 259.23 feet; thence 104.71 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 11°19'12" and a chord bearing and distance of South 05°24'33" West, 104.54 feet; thence 92.86 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of 11°19'12" and a chord bearing and distance of South 05°24'33" West, 92.71 feet; thence South 00°15'03" East, 60.37 feet; thence 20.55 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 05°53'14" and a chord bearing and distance of South 03°11'40" East, 20.54 feet; thence 48.70 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of 05°56'14" and a chord bearing and distance of North 75°48'07" East, 48.68 feet; thence 55.58 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°14'50" and a chord bearing and distance of North 78°57'25" East, 55.47 feet; thence North 85°04'50" East, 17.27 feet; thence South 13°58'30" East, 60.76 feet; thence South 85°04'50" West, 26.83 feet; thence 42.75 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 12°14'50" and a chord bearing and distance of South 78°57'25" West, 42.67 feet; thence 156.48 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 16°54'58" and a chord bearing and distance of South 81°17'28" West, 155.91 feet; thence South 89°44'57" West, 81.32 feet; thence 91.31 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 26°09'32" and a chord bearing and distance of South 76°40'11" West, 90.52 feet; thence 221.79 feet along a curve to right, said curve having a radius of 380.00 feet, a central angle of 33°26'25" and a chord bearing and distance of South 16°58'16" East, 218.65 feet; thence South 00°15'03" East, 390.11 feet; thence North 77°43'37" West, 61.46 feet; thence North 00°15'03" West, 130.19 feet; thence South 89°44'57" West, 230.80 feet; thence 299.83 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 245°24'50" and a chord bearing and distance of North 32°27'22" East, 117.80 feet; thence 76.49 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 65°24'50" and chord bearing and distance of South 57°32'38" East, 72.41 feet; thence North 89°44'57" East, 106.22 feet; thence North 00°15'03" West, 186.59 feet; thence 202.33 feet along a curve to the left, said curve having a radius of 320.00 feet, a central angle of 36°13'36" and a chord bearing and distance of North 18°21'51" West, 198.97 feet; thence 164.39 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 36°13'36" and a chord bearing and distance of North 18°21'51" West, 161.67 feet; thence North 00°15'03" West, 115.50 feet; thence 70.43 feet along a curve to the right, said curve having a radius 260.00 feet, a central angle of 15°31'13" and a chord bearing and distance of North 07°30'34" East, 70.21 feet; thence 127.31 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of 15°31'13" and a chord bearing and distance of North 07°30'34" East, 126.92 feet; thence North 00°15'03" West, 152.27 feet; thence North 89°44'57" East, 44.00 feet; thence North 22°29'09" East, 25.87 feet; thence North 89°44'57" East, 6.00 feet; thence South 00°15'03" East, 176.13 feet; thence 143.57 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 15°31'13" and a chord bearing and distance of South 07°30'34" West, 143.13 feet; thence 54.18 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 15°31'13" and a chord bearing and distance of South 07°30'34" West, 54.01 feet; thence South 00°15'03" East, 115.50 feet; thence 84.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 24°14'13" and a chord bearing and distance of South 12°22'10" East, 83.97 feet; thence 124.46

EXHIBIT A

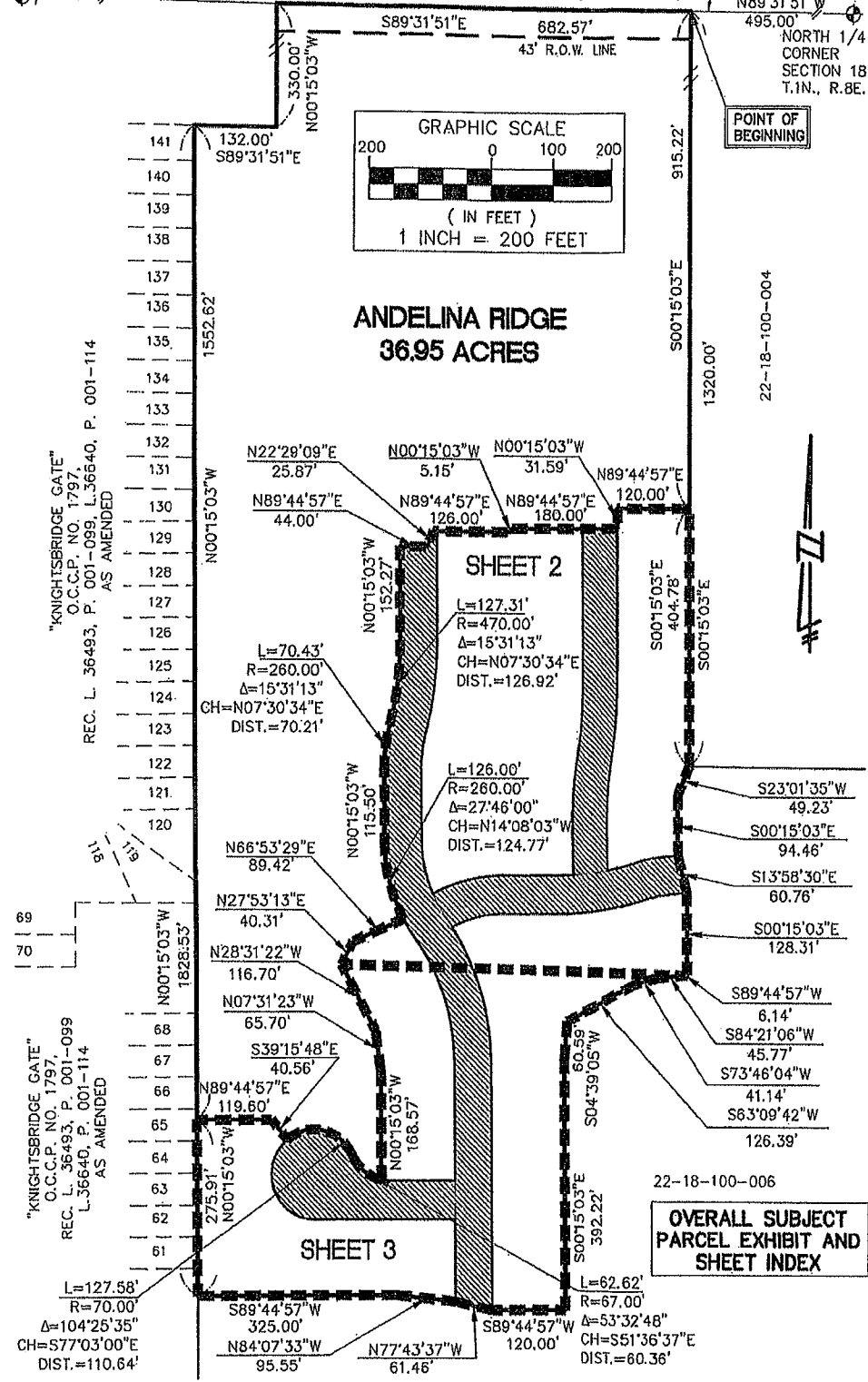
feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $27^{\circ}25'37''$ and a chord bearing and distance of North $76^{\circ}02'08''$ East, 123.28 feet; thence North $89^{\circ}44'57''$ East, 81.32 feet; thence 30.00 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of $03^{\circ}39'27''$ and a chord bearing and distance of North $87^{\circ}55'13''$ East, 30.00 feet; thence 28.21 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $06^{\circ}13'03''$ and a chord bearing and distance of North $03^{\circ}21'34''$ West, 28.20 feet; thence North $00^{\circ}15'03''$ West, 60.37 feet; thence 104.71 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of $11^{\circ}19'12''$ and a chord bearing and distance of North $05^{\circ}24'33''$ East, 104.54 feet; thence 92.86 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of $11^{\circ}19'12''$, and a chord bearing and distance of North $05^{\circ}24'33''$ East, 92.71 feet; thence North $00^{\circ}15'03''$ West, 259.23 feet; thence North $89^{\circ}44'57''$ East, 60.00 feet, to the Point of Beginning. All of the above containing 3.60 acres.

EXHIBIT A

NORTHWEST CORNER SECTION 18 T.1N., R.8E. 1423.00' PARCEL #22-07-351-016 CITY OF WIXOM NORTH LINE OF SECTION 18 AND CENTERLINE OF TWELVE MILE ROAD TWELVE MILE ROAD (43' 1/2 WIDTH) 2600.56' (OVERALL) N89°31'51"W 495.00' NORTH 1/4 CORNER SECTION 18 T.1N., R.8E.



ANDELINA RIDGE
36.95 ACRES



"KNIGHTSBRIDGE GATE"
O.C.C.P. NO. 1797,
REC. L. 36493, P. 001-099, L.36640, P. 001-114
AS AMENDED

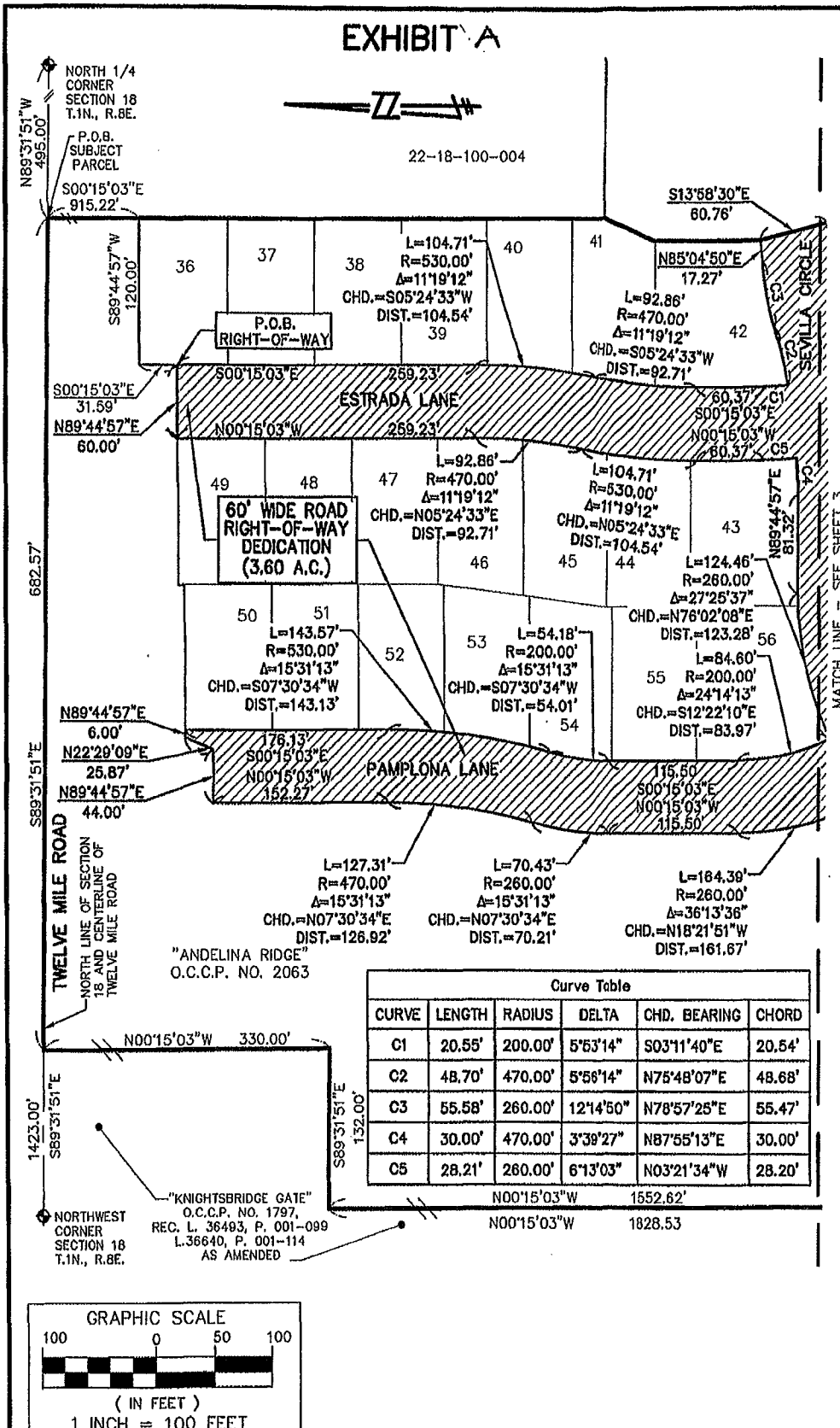
"KNIGHTSBRIDGE GATE"
O.C.C.P. NO. 1797,
REC. L. 36493, P. 001-099,
L.36640, P. 001-114
AS AMENDED

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
7125 ORCHARD LAKE ROAD • SUITE 300 • WEST BLOOMFIELD, MI • 48322
PHONE: 248.562.7357 FAX: 248.562.7397

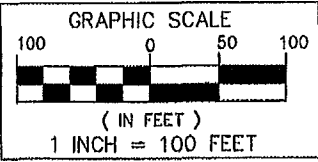
ANDELINA RIDGE
SEC. 18, T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 200'
DATE:	6-11-2014
JOB NO.:	12-013
DWG FILE:	12-013-EE-ROW-2
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 3

EXHIBIT A



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	20.55'	200.00'	5°53'14"	S03°11'40"E	20.54'
C2	48.70'	470.00'	5°58'14"	N75°48'07"E	48.68'
C3	55.58'	260.00'	12°14'50"	N78°57'25"E	55.47'
C4	30.00'	470.00'	3°39'27"	N87°55'13"E	30.00'
C5	28.21'	260.00'	6°13'03"	N03°21'34"W	28.20'



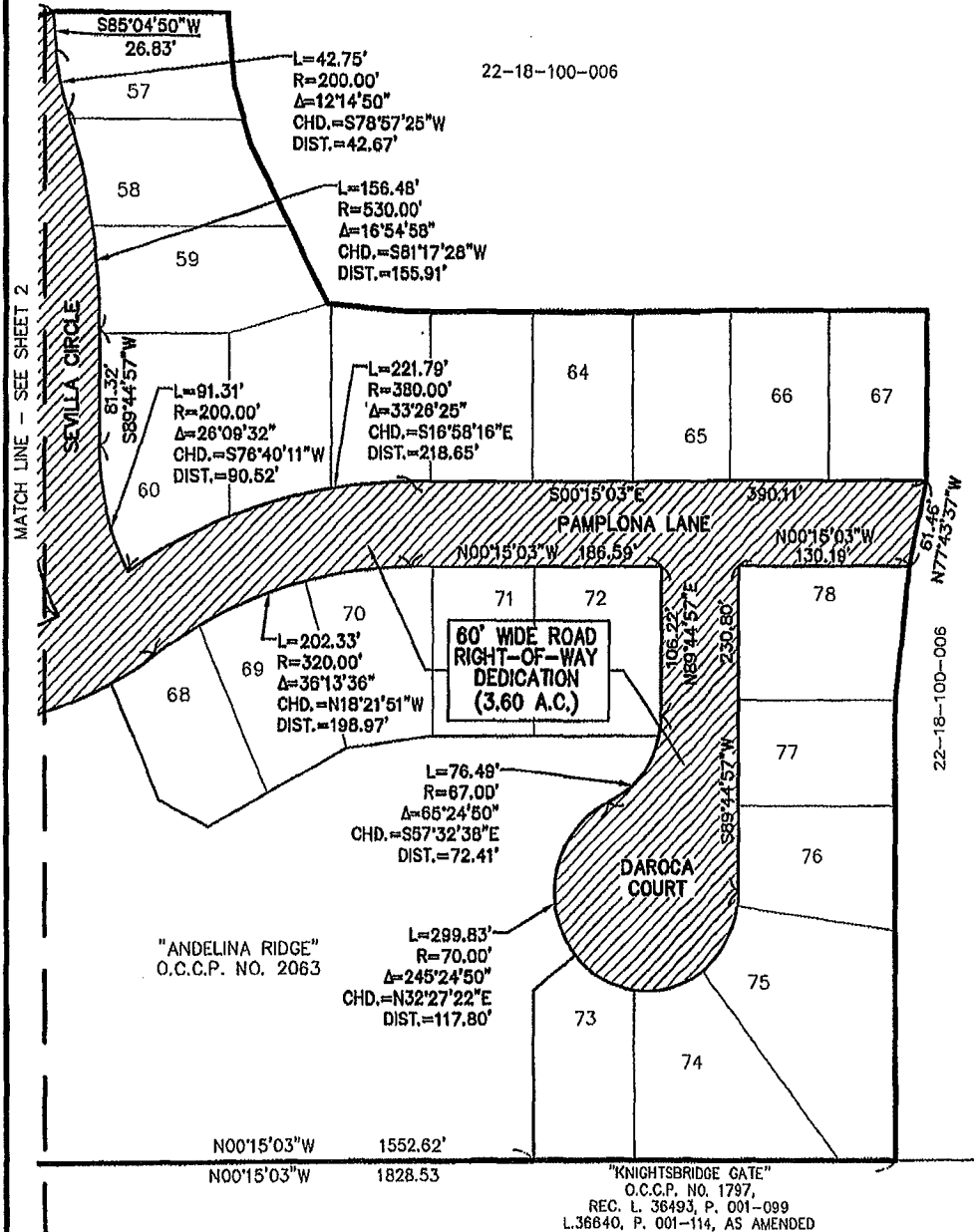
ROAD RIGHT-OF-WAY DEDICATION

SEIBER, KEAST ENGINEERING, L.L.C.
 CONSULTING ENGINEERS
 7126 ORCHARD LAKE ROAD • SUITE 300 • WEST BLOOMFIELD, MI • 48322
 PHONE: 248.562.7357 FAX: 248.562.7397

ANDELINA RIDGE
 SEC. 18, T.1N., R.8E., CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

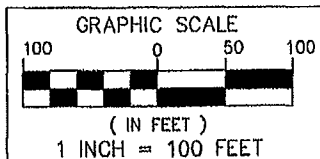
SCALE:	1" = 100'
DATE:	6-11-2014
JOB NO.:	12-013
DWG. FILE:	12-D13-EE-ROW-2
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 3

EXHIBIT A



MATCH LINE - SEE SHEET 2

22-18-100-006



ROAD RIGHT-OF-WAY DEDICATION

**SEIBER, KEAST
ENGINEERING, L.L.C.**
CONSULTING ENGINEERS
7125 ORCHARD LANE ROAD • SUITE 300 • WEST GLOOMFIELD, MI • 48322
PHONE: 248.562.7357 FAX: 248.562.7397

ANDELINA RIDGE
SEC. 18, T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	6-11-2014
JOB NO.:	12-013
DWG FILE:	12-013-EE-ROW-2
DRAWN BY:	DFR
CHECK:	PK
SHEET:	3 OF 3

PARTIAL DISCHARGE OF MORTGAGE

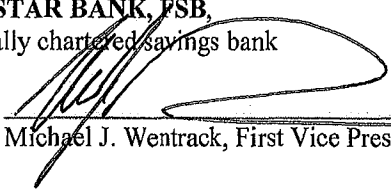
KNOW ALL MEN BY THESE PRESENTS, that the lien of a certain Mortgage ("**Mortgage**"), dated December 23, 2014, and recorded on January 26, 2015, in Liber 47811, Page 283, as amended by Mortgage Modification Agreement dated February 13, 2015, and recorded on March 12, 2015, in Liber 47957, Page 230, and by Mortgage Modification Agreement dated May 1, 2015, and recorded on May 27, 2015, in Liber 48218, Page 265, and by Mortgage Modification Agreement dated July 1, 2015, and recorded July 9, 2015 in Liber 48378, Page 488, and by Mortgage Modification Agreement, dated September 24, 2015, recorded October 13, 2015, in Liber 48694, Page 427, Oakland County Records (collectively, the "**Mortgage**"), by and between PINNACLE-NOVI 12 LLC, a Michigan limited liability company, having an address at 28800 Orchard Lake Road, Suite 200, Farmington Hills, Michigan 48334 ("**Mortgagor**"), and FLAGSTAR BANK, FSB, a federally chartered savings bank, whose address 5151 Corporate Drive, Troy, Michigan 48098, having an address at One Woodward Avenue, Suite 2600, Detroit, Michigan 48226 ("**Mortgagee**"), is discharged solely as to the land located in the City of Novi, County of Oakland, Michigan and more particularly described on attached Exhibit A and not as to any other land.

IN WITNESS WHEREOF, Bank has caused this instrument to be executed as of the 25th day of September, 2017.

MORTGAGEE:

FLAGSTAR BANK, FSB,
a federally chartered savings bank

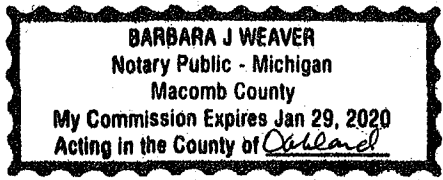
By:


Michael J. Wentrack, First Vice President

[notary appears on next page]

STATE OF MICHIGAN)
)ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 21st day of September, 2017, by Michael J. Wentrack, of FLAGSTAR BANK, FSB, a federally chartered savings bank, on behalf of the bank. The signatory is either personally known to me or presented satisfactory evidence of identity to me on the date listed above.



Barbara J. Weaver
Barbara J. Weaver Notary Public
Macomb County, Michigan
My Commission Expires: 1/29/20
Acting in the County of Oakland

Drafted by and
when recorded return to:

Wayne S. Segal, Esq.
Dawda Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304

EXHIBIT A

Job No. 12-013

"ANDELINA RIDGE" CONDOMINIUM

LEGAL DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION (PHASE 2)

A 60 foot Road Right-Of-Way Dedication, located in a part of the Northwest 1/4 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 corner of said Section 18; thence North 89°31'51" West, 495.00 feet, along the North line of said Section 18 and the centerline of Twelve Mile Road; thence South 00°15'03" East, 915.22 feet; thence South 89°44'57" West, 120.00 feet; thence South 00°15'03" East, 31.59 feet, for a POINT OF BEGINNING; thence continuing South 00°15'03" East, 259.23 feet; thence 104.71 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 11°19'12" and a chord bearing and distance of South 05°24'33" West, 104.54 feet; thence 92.86 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of 11°19'12" and a chord bearing and distance of South 05°24'33" West, 92.71 feet; thence South 00°15'03" East, 60.37 feet; thence 20.55 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 05°53'14" and a chord bearing and distance of South 03°11'40" East, 20.54 feet; thence 48.70 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of 05°56'14" and a chord bearing and distance of North 75°48'07" East, 48.68 feet; thence 55.58 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°14'50" and a chord bearing and distance of North 78°57'25" East, 55.47 feet; thence North 85°04'50" East, 17.27 feet; thence South 13°58'30" East, 60.76 feet; thence South 85°04'50" West, 26.83 feet; thence 42.75 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 12°14'50" and a chord bearing and distance of South 78°57'25" West, 42.67 feet; thence 156.48 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 16°54'58" and a chord bearing and distance of South 81°17'28" West, 155.91 feet; thence South 89°44'57" West, 81.32 feet; thence 91.31 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 26°09'32" and a chord bearing and distance of South 76°40'11" West, 90.52 feet; thence 221.79 feet along a curve to the right, said curve having a radius of 380.00 feet, a central angle of 33°26'25" and a chord bearing and distance of South 16°58'16" East, 218.65 feet; thence South 00°15'03" East, 390.11 feet; thence North 77°43'37" West, 61.46 feet; thence North 00°15'03" West, 130.19 feet; thence South 89°44'57" West, 230.80 feet; thence 299.83 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 245°24'50" and a chord bearing and distance of North 32°27'22" East, 117.80 feet; thence 76.49 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 65°24'50" and chord bearing and distance of South 57°32'38" East, 72.41 feet; thence North 89°44'57" East, 106.22 feet; thence North 00°15'03" West, 186.59 feet; thence 202.33 feet along a curve to the left, said curve having a radius of 320.00 feet, a central angle of 36°13'36" and a chord bearing and distance of North 18°21'51" West, 198.97 feet; thence 164.39 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 36°13'36" and a chord bearing and distance of North 18°21'51" West, 161.67 feet; thence North 00°15'03" West, 115.50 feet; thence 70.43 feet along a curve to the right, said curve having a radius 260.00 feet, a central angle of 15°31'13" and a chord bearing and distance of North 07°30'34" East, 70.21 feet; thence 127.31 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of 15°31'13" and a chord bearing and distance of North 07°30'34" East, 126.92 feet; thence North 00°15'03" West, 152.27 feet; thence North 89°44'57" East, 44.00 feet; thence North 22°29'09" East, 25.87 feet; thence North 89°44'57" East, 6.00 feet; thence South 00°15'03" East, 176.13 feet; thence 143.57 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 15°31'13" and a chord bearing and distance of South 07°30'34" West, 143.13 feet; thence 54.18 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 15°31'13" and a chord bearing and distance of South 07°30'34" West, 54.01 feet; thence South 00°15'03" East, 115.50 feet; thence 84.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 24°14'13" and a chord bearing and distance of South 12°22'10" East, 83.97 feet; thence 124.46

EXHIBIT A

feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $27^{\circ}25'37''$ and a chord bearing and distance of North $76^{\circ}02'08''$ East, 123.28 feet; thence North $89^{\circ}44'57''$ East, 81.32 feet; thence 30.00 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of $03^{\circ}39'27''$ and a chord bearing and distance of North $87^{\circ}55'13''$ East, 30.00 feet; thence 28.21 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $06^{\circ}13'03''$ and a chord bearing and distance of North $03^{\circ}21'34''$ West, 28.20 feet; thence North $00^{\circ}15'03''$ West, 60.37 feet; thence 104.71 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of $11^{\circ}19'12''$ and a chord bearing and distance of North $05^{\circ}24'33''$ East, 104.54 feet; thence 92.86 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of $11^{\circ}19'12''$, and a chord bearing and distance of North $05^{\circ}24'33''$ East, 92.71 feet; thence North $00^{\circ}15'03''$ West, 259.23 feet; thence North $89^{\circ}44'57''$ East, 60.00 feet, to the Point of Beginning. All of the above containing 3.60 acres.

BILL OF SALE

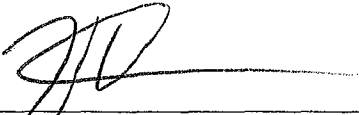
KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Novu 12 LLC, whose address is 1666 S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the paving attached to or installed in the ground as a part of the roads described as follows:

(See Attached Exhibit "A")

The undersigned has executed these presents this 18 day of September, 2017

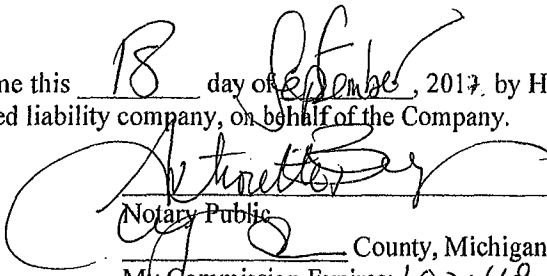
Signed by

Pinnacle-Novu 12 LLC,
a Michigan limited liability company

By: 
Howard Fingerroot

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18 day of September, 2017, by Howard Fingerroot, on behalf of Pinnacle-Novu 12 LLC, a Michigan limited liability company, on behalf of the Company.


Notary Public

County, Michigan
My Commission Expires: 10/24/18

ANTIONETTE BERGER
Notary Public - Michigan
Wayne County
My Comm. Expires

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

Return To:
WHEN RECORDED, RETURN TO:
Cortney Hanson, Clerk -- City of Novi
45175 Ten Mile Road
Novi, MI 48375

EXHIBIT A

EXHIBIT A

Job No. 12-013

"ANDELINA RIDGE" CONDOMINIUM

LEGAL DESCRIPTION

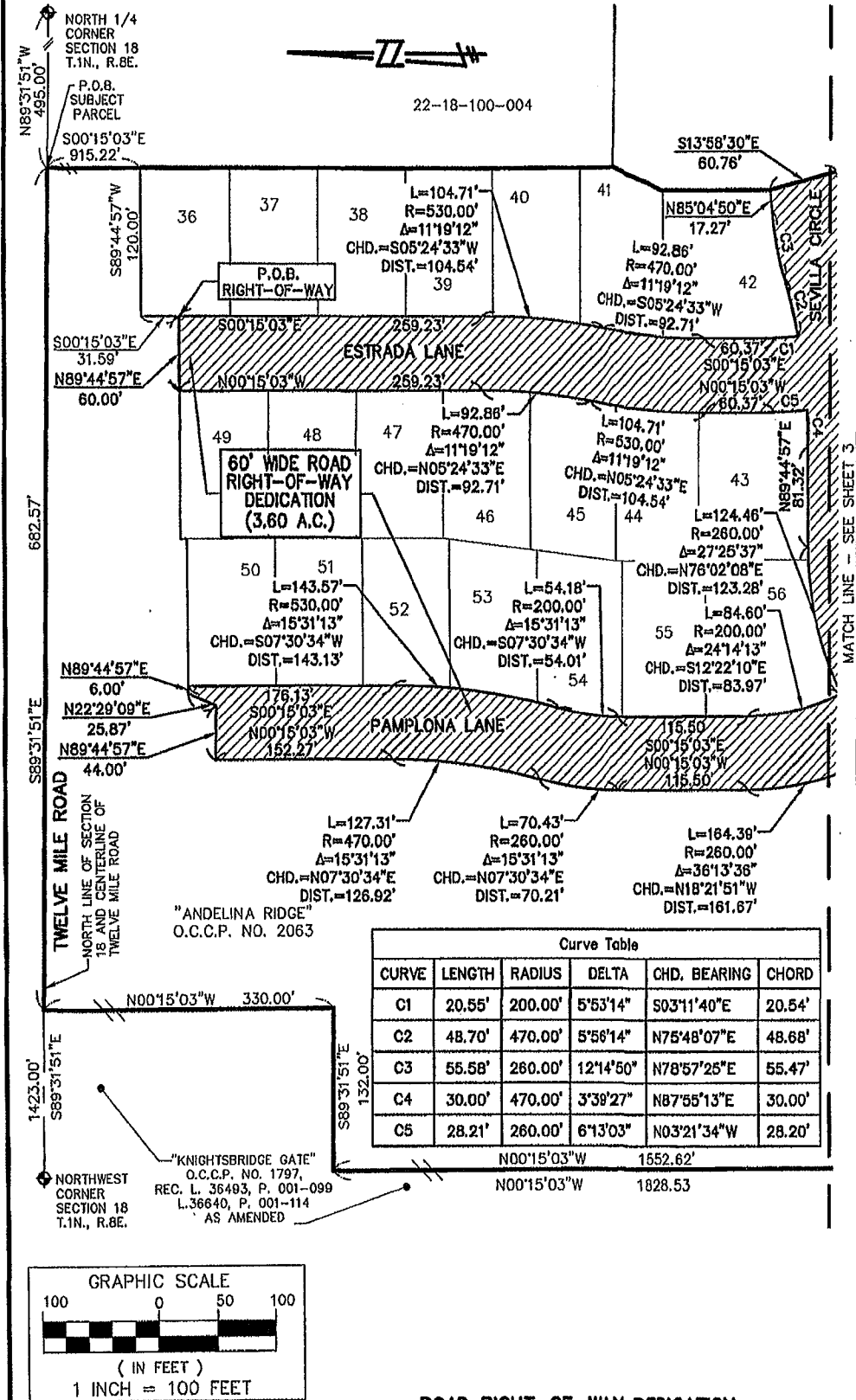
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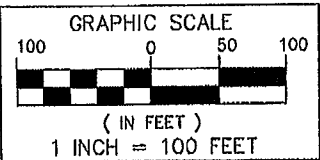
EXHIBIT A

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EXHIBIT A



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	20.55'	200.00'	5°53'14"	S03°11'40"E	20.54'
C2	48.70'	470.00'	5°56'14"	N75°48'07"E	48.68'
C3	55.58'	260.00'	12°14'50"	N78°57'25"E	55.47'
C4	30.00'	470.00'	3°39'27"	N87°55'13"E	30.00'
C5	28.21'	260.00'	6°13'03"	N03°21'34"W	28.20'



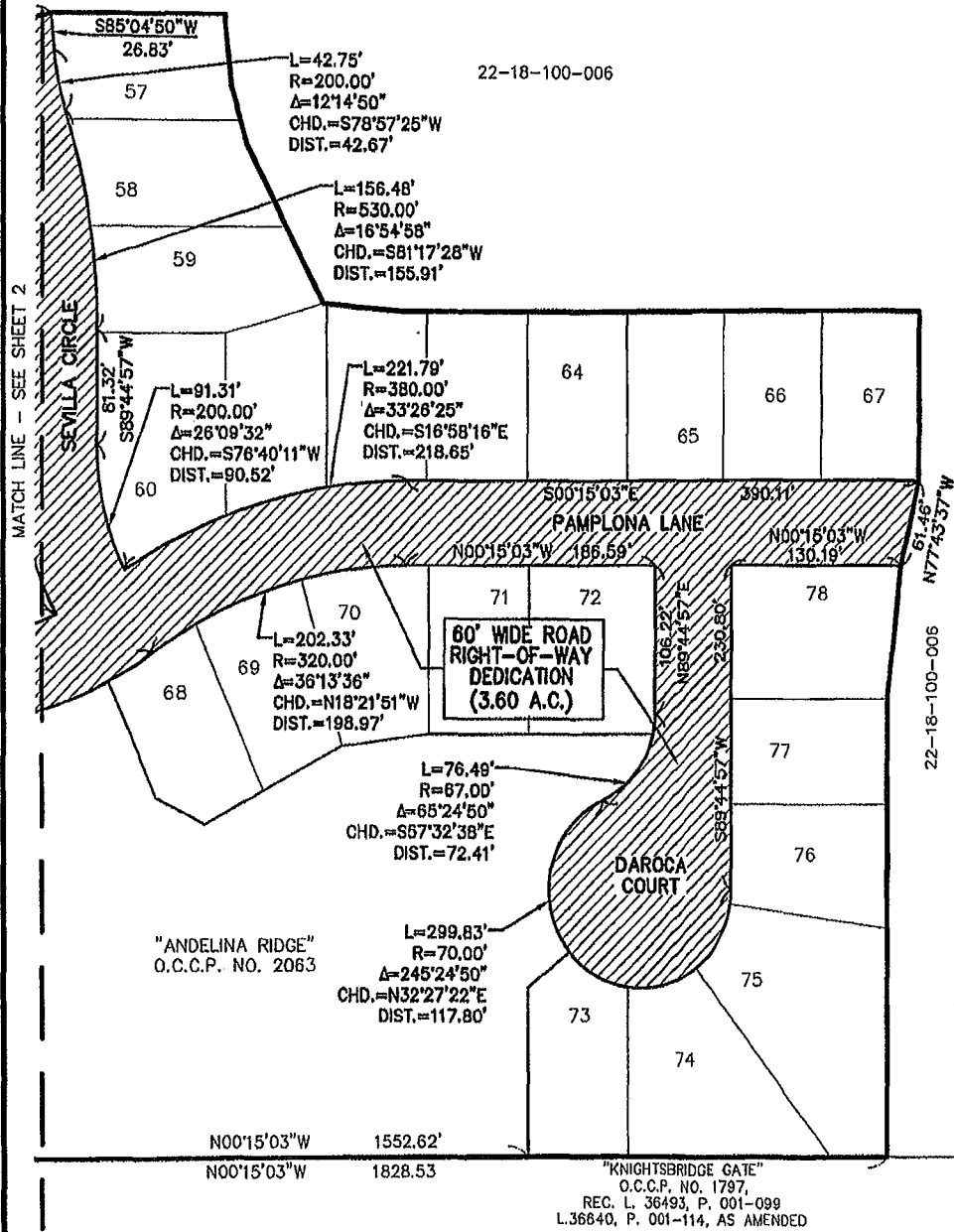
ROAD RIGHT-OF-WAY DEDICATION

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
7126 ORCHARD LAKE ROAD • SUITE 300 • WEST BLOOMFIELD, MI • 48322
PHONE: 248.592.7357 FAX: 248.592.7397

ANDELINA RIDGE
SEC. 18, T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

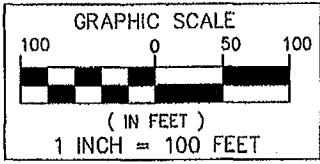
SCALE:	1" = 100'
DATE:	6-11-2014
JOB NO.:	12-013
DWG. FILE:	12-013-EE-ROW-2
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 3

EXHIBIT A



MATCH LINE - SEE SHEET 2

22-18-100-006



ROAD RIGHT-OF-WAY DEDICATION

**SEIBER, KEAST
ENGINEERING, L.L.C.**
CONSULTING ENGINEERS
7125 ORCHARD LAKE ROAD • SUITE 300 • WEST BLOOMFIELD, MI • 48322
PHONE: 248.562.7357 FAX: 248.562.7397

ANDELINA RIDGE
SEC. 18, T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	6-11-2014
JOB NO.:	12-013
DWG FILE:	12-013-EE-ROW-2
DRAWN BY:	DFR
CHECK:	PK
SHEET:	3 OF 3



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. 729668

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**
Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
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. 729668

Marx Elias

Date Printed: February 12, 2016

Address Reference: Vacant 12 Mile, Novi, MI 48374

1. Commitment Date: January 29, 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-Novu 12 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.: 729668

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. Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:
4. 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.

5. 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.
6. Pay unpaid taxes and assessments unless shown as paid.
7. All Taxes paid to and including 2014
2015 Summer Taxes PAID in the amount of \$28,679.17
2015 Winter Taxes DUE in the amount of \$409.01
Tax Item No. 50-22-18-100-009, covers more land
Property Address: Vacant 12 Mile, Novi, MI 48374

NOTE: The new Tax Item Numbers for 2016 Summer Taxes will be: 50-22-18-102-090 through 146.

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

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 issues 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.: 729668

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, Oakland County Records, covers more land.
7. Terms, conditions and reservations as contained in Warranty Deed as disclosed by instrument recorded in Liber 16534, page 197.
8. Terms and Conditions contained in Water Main and Sanitary Sewer Easement Agreement as disclosed by instrument recorded in Liber 45048, page 164.
9. Terms and Conditions contained in Water Main and Sanitary Sewer Easement Agreement as disclosed by instrument recorded in Liber 45048, page 175.
10. Terms and Conditions contained in Water Main and Sanitary Sewer Easement Agreement as disclosed by instrument recorded in Liber 45048, page 182.
11. DTE Electric Company Underground Residential Distribution Easement (Right of Way) in favor of DTE Electric Company, AT&T, and Brighthouse and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 46625, page 680.
12. 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 46656, page 381, First Amendment to Master Deed as disclosed by instrument recorded in Liber 47279, page 681, Second Amendment to Master Deed recorded in Liber 48207, page 810, Oakland County Records, and any amendments thereto.

13. Sanitary Sewer Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 46974, page 254.
14. Water System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 46974, page 262.
15. Terms and Conditions contained in Storm Drainage Facility Maintenance Easement Agreement as disclosed by instrument recorded in Liber 46974, page 269.
16. Open Space Preservation Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 46995, page 661.
17. AT&T Easement in favor of Michigan Bell Telephone Company, d/b/a AT&T Michigan and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 46999, page 476.
18. Easement for Gas Pipelines in favor of Consumers Energy Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 47163, page 524.
19. Notice of Commencement recorded in Liber 46510, page 868 and any lien, or right to a lien, for service, labor or material arising from the project described therein.
20. Sanitary Sewer System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 48353, page 239.
21. Water System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 48353, page 247.
22. Sanitary Sewer System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 48353, page 253.
23. The following matters as disclosed by survey dated July 8, 2013, last revised October 8, 2013, prepared by Ambit Land Surveyors, Inc., being Job No. 12-08-23:
 - a. None.
24. Rights of tenants, if any, under any unrecorded leases.
25. Lien for outstanding water or sewer charges, if any.



First American

Schedule C

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: 729668

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

Units 90 through 146, inclusive, ANDELINA RIDGE, a Condominium according to the Master Deed recorded in Liber 46656, Page 381, as amended by First Amendment to Master Deed recorded in Liber 47279, page 681 and Second Amendment to Master Deed recorded in Liber 48207, page 810 and designated as Oakland County Condominium Subdivision Plan No. 2063, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.



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.