



**CITY of NOVI CITY COUNCIL**

**Agenda Item E  
January 12, 2015**

**SUBJECT:** Acceptance of West Park Place subdivision streets and adoption of Act 51 New Street Resolution accepting Brush Park Court and Martell Court as public, adding 0.17 miles of roadway to the City's street system.

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

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

Martell Developments LLC, developers for the West Park Place Condominium has requested the dedication of Brush Park Court and Martell Court and also requests 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 (see attached map). The development is located north of West Road and west of West Park Drive.

The streets in West Park Place have been constructed in accordance with City Standards. The related acceptance documents have been reviewed by the City Attorney and are in a form so as to permit acceptance by City Council (December 9, 2014 letter from Beth Saarela, attached). According to the city's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker & Associates, Inc. November 19, 2014 letter, attached). The attached resolution satisfies the Michigan Department of Transportation requirement for adding 0.17 miles of roadway to Act 51 funding.

**RECOMMENDED ACTION:** Acceptance of West Park Place subdivision streets and adoption of Act 51 New Street Resolution accepting Brush Park Court and Martell Court as public, adding 0.17 miles of roadway to the City's street system.

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

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

CITY OF NOVI  
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**WEST PRK PLACE CONDOMINIUM  
Brush Park Court and Martell Court**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on January, 12, 2015, 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 Brush Park Court and Martell Court

**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 said streets were open to the public since 2005.

**NOW THEREFORE, IT IS THEREFORE RESOLVED** that the Mayor and Novi City Council hereby accept Brush Park Court and Martell Court and direct such be included in the City's public street system.

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Maryanne Cornelius, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 12th day of January, 2015 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

\_\_\_\_\_  
Maryanne Cornelius, City Clerk  
City of Novi



# West Park Place

## Street Acceptance and Dedication

50-22-04-405-016

50-22-04-451-013

Brush Park Ct

50-22-04-451-016

50-22-04-451-005

Martell Ct

50-22-04-451-009

50-22-04-451-010

50-22-04-476-002

Map Author: A. Wayne  
 Date: December 30, 2014  
 Project:  
 Version #:

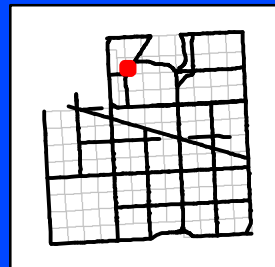
Amended By:  
 Date:  
 Department:

**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.

### Map Legend

- Dedicated
- Prescriptive
- Private



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

0 20 40 80 120  
 Feet

1 inch = 110 feet







**AFFIDAVIT towards ACCEPTANCE OF STREETS**

Project Name: West Park Place  
Phase: \_\_\_\_\_ Location: \_\_\_\_\_  
Successor Developer/Affiant: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_

Being first duly sworn, states as follows:

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

Further, Affiant sayeth not. [Signature]  
Signature: \_\_\_\_\_

Subscribed and sworn to before me this 17<sup>th</sup> day of December, 2014  
Sarah Marchioni

Notary Public in and for the County of Oakland, Michigan  
My Commission expires: 11/10/16

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

Inspector's Name: TEJ MEADOWS Signature [Signature] Date: 12/16/14

Firm: SAA

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



November 19, 2014

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

**Re: West Park Place Condominiums  
Site Work Final Approval**  
Novi SP No.: JSP13-0068 (FKA: SP03-14)  
SDA Job No.: NV13-223

Dear Mr. Wayne:

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

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

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

Sincerely,

**SPALDING DeDECKER ASSOCIATES, INC.**

Ted Meadows  
Project Manager

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



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

December 9, 2014

Rob Hayes, Public Services Director  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Westpark Place Condominium JSP13-0068**  
***Streets – Review for Acceptance***

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents for Westpark Place:

1. Warranty Deed (Interior Roads)
2. Bill of Sale for Paving
3. Maintenance and Guarantee Bond (Paving)
4. Commitment for Title Insurance

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

Martell Developments, LLC the successor owner of the Westpark Place Condominium, seeks to convey the interior roads serving condominium. The Warranty Deed for roads and corresponding Bill of Sale for paving are acceptable and may be placed on an upcoming City Council Agenda for acceptance.

The Maintenance and Guarantee Bond is in the City's standard format for cash bond and is acceptable subject to the approval of the total amount by engineering. Generally, the terms of a maintenance and guarantee bond require the developer to repair or replace defective paving for two years from the time of formal acceptance of the facilities by the City.

Rob Hayes, Public Services Director  
December 9, 2014  
Page 2

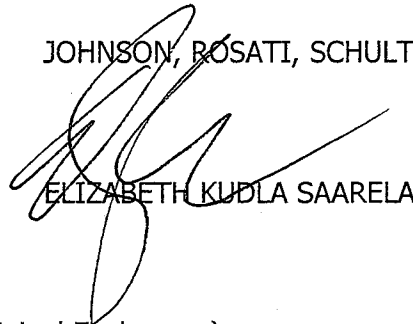
Once accepted by City Council, the Warranty Deed for roads should be tax certified and recorded with Oakland County Records.

Finally, the Master Deed may require amendment to remove the interior roads for the Condominium upon acceptance 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

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/ Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Enclosures)  
Kristin Pace, Treasurer's Office (w/Enclosures)  
Adam Wayne, Construction Engineer (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Andy Attisha, Martell Developments (w/Enclosures)  
Matthew M. Peck, Esq. (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



RECEIVED

BSM14-0013

NOV 18 2004

WEST PARK PLACE CONDO

JSP13 00608

TREASURER

CITY OF NOVI

**MAINTENANCE AND GUARANTEE BOND**

The undersigned, MARTELL DEVELOPMENTS, LLC, a Michigan limited liability company ("Principal"), whose address is c/o Arthur J. LeVasseur, Esq., Fischer, Franklin & Ford, 500 Griswold St., Ste. 3500, Detroit, MI 48226, will pay the City of Novi ("City"), and its legal representatives or assigns, the sum of Twenty One Thousand Eight Hundred Ninety Eight Dollars and Twenty Five Cents (\$21,898.25) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed or contracted to construct certain improvements, consisting of paving of roads within the City of Novi, shown on plans, dated February 18, 2004 ("Improvements").

The Principal, for a period of two (2) years after said improvements and installations are accepted formally as paved roads 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 the improper or defective materials, equipment, labor, workmanship, or otherwise, and shall restore the improvements and any other property of the City or third persons affected by the defect(s) or repair(s), without expense to the City, whenever directed to do so by written notice from the City, served personally or by mail on the Principal at its address as stated in this Bond. Principal consents to such service on their employees and/or agents. Any funds remaining in the \$21,898.25 bond at the conclusion of the two year period following formal acceptance by the City of Novi shall be returned to the Principal.

If the repairs directed by the City are not completed within the time specified in the notice, which shall not be less than two weeks 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 Twenty One Thousand Eight Hundred Ninety Eight Dollars and Twenty Five Cents (\$21,898.25) cash 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) years from the time they are accepted formally as a public right-of-way through City Council resolution by the City of Novi, for defects discovered within that period for which the City provides written notice to the Principal 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.

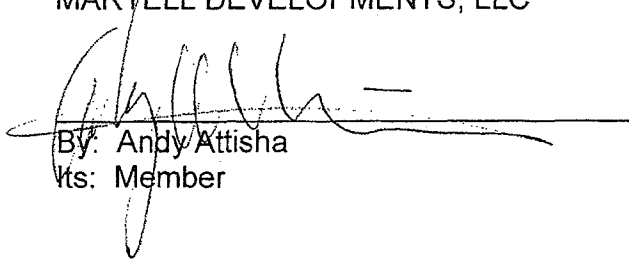
This Bond was executed by the Principal on the date indicated below, with the authority of the person signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is November 18, 2014.

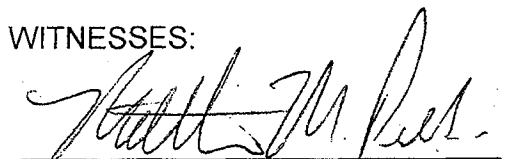
PRINCIPAL:

MARTELL DEVELOPMENTS, LLC

Date: 11/18/14

  
BY: Andy Attisha  
Its: Member

WITNESSES:

  
\_\_\_\_\_

**MARTELL DEVELOPMENTS, LLC,**  
a Michigan Limited Liability Company  
November 17, 2014

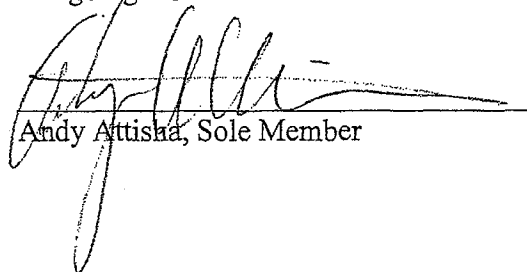
Action by Written Consent of Sole Member

The undersigned, being the sole member of Martell Developments, LLC, a Michigan limited liability company, (the "Company") adopts the following resolutions:

RESOLVED, that the Company convey the roads to the City of Novi for their dedication to the City of Novi by the execution of a Warranty Deed for the real property on which the roads are located and executing a Bill of Sale transferring title to the pavement and roads to the City of Novi.

FURTHER RESOLVED, that the Company execute a Maintenance and Guarantee Bond to the City of Novi in the amount of Twenty One Thousand Eight Hundred Ninety Eight Dollars and Twenty Five Cents (\$21,898.25).

FURTHER RESOLVED, that the sole member, Andy Attisha, be and hereby is authorized to execute all documents and undertake all actions reasonably necessary to carry out the foregoing resolution.

  
Andy Attisha, Sole Member



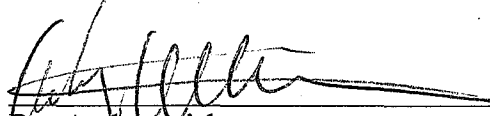
**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that **MARTELL DEVELOPMENTS, LLC**, a Michigan limited liability company, whose address is c/o Arthur J. LeVasseur, Esq., Fischer, Franklin & Ford, 500 Griswold St., Ste. 3500, Detroit, Michigan 48226, 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, the street paving according to the easements and/or public rights-of-way therefore established described as follows:

{See the Attached and Incorporated Exhibit A}

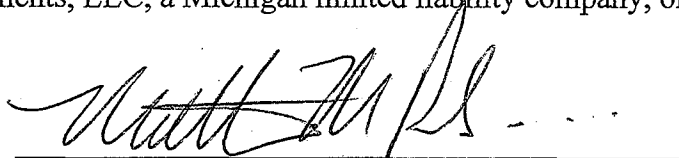
In witness whereof, the undersigned has executed these presents this 18<sup>th</sup> day of November, 2014

MARTELL DEVELOPMENTS, LLC,  
a Michigan limited liability company

  
By: Andy Attisha  
Its: Member

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of November, 2014 by Andy Attisha, Member of Martell Developments, LLC, a Michigan limited liability company, on behalf of the limited liability company.



Matthew M. Peck, Notary Public  
State of Michigan, County of Wayne  
My commission expires: March 14, 2021  
Acting in Oakland County, Michigan

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

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

**EXHIBIT "A"**

Legal Description:

West Park Drive, Martell Court and Brush Park Court

A part of the Southeast 1/4 of Section 4, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the South 1/4 Corner of said Section 4; thence South 89°39'57" East, 176.44 feet, along the South line of said Section 4 and centerline of West Road, to a point on the centerline of West Park Drive; thence North 36°17'32" East, 686.47 feet, along the centerline of said West Park Drive, to the POINT OF BEGINNING, (West Park Drive); thence North 53°38'42" West, 60.00 feet; thence North 36°17'32" East, 303.89 feet; thence South 51°28'51" East, 60.04 feet, to a point on the centerline of said West Park Drive; thence South 36°17'32" West, 301.63 feet, along the centerline of West Park Drive, to the Point of Beginning.

And Also, (Martell Court)

Commencing at the South 1/4 Corner of said Section 4; thence South 89°39'57" East, 176.44 feet, along the South line of said Section 4 and centerline of West Road, to a point on the centerline of West Park Drive; thence North 36°17'32" East, 686.47 feet, along the centerline of said West Park Drive; thence North 53°38'42" West, 60.00 feet; thence North 36°17'32" East, 53.85 feet, to the POINT OF BEGINNING; thence North 53°42'28" West, 50.28 feet; thence 166.51 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 36°41'35" and a chord bearing and distance of North 35°21'40" West, 163.68 feet; thence North 17°00'52" West, 86.17 feet; thence 152.00 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 43°32'38" and a chord bearing and distance of North 38°47'11" West, 148.37 feet; thence North 60°33'30" West, 28.16 feet; thence 82.68 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 18°13'09" and a chord bearing and distance of North 51°26'56" West, 82.33 feet; thence 30.69 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 41°52'21" and a chord bearing and distance of North 63°16'32" West, 30.02 feet; thence 170.09 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 139°13'06" and a chord bearing and distance of North 14°36'10" West, 131.23 feet; thence 170.09 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 139°13'06" and a chord bearing and distance of South 55°23'04" East, 131.23 feet; thence 46.45 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 63°21'50" and a chord bearing and distance of South 17°27'26" East, 44.12 feet; thence 39.86 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 11°25'10" and a chord bearing and distance of South 54°50'56" East, 39.80 feet; thence South 60°33'30" East, 28.16 feet; thence 197.60 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 43°32'38" and a chord bearing and distance of South 38°47'11" East, 192.87 feet; thence South 17°00'52" East, 86.17 feet; thence 128.08 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 36°41'35" and a chord bearing and distance of South 35°21'40" East, 125.91 feet; thence South 53°42'28" East, 50.28 feet; thence South 36°17'32" West, 60.00 feet, to the Point of Beginning.

And Also, (Brush Park Court)

Commencing at the South 1/4 Corner of said Section 4; thence South 89°39'57" East, 176.44 feet, along the South line of said Section 4 and centerline of West Road, to a point on the centerline of West Park Drive; thence North 36°17'32" East, 686.47 feet, along the centerline of said West Park Drive; thence North 53°38'42" West, 60.00 feet; thence North 36°17'32" East, 113.85 feet; thence North 53°42'28" West, 50.28 feet; thence 128.08 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 36°41'35" and a chord bearing and distance of North 35°21'40" West, 125.91 feet; thence North 17°00'52" West, 86.17 feet; thence 134.38 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 29°36'50" and a chord bearing and distance of North 31°49'18" West, 132.89 feet, to the POINT OF BEGINNING; thence 60.13 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 13°15'06" and a chord bearing and distance of North 53°15'16" West, 60.00 feet; thence 114.63 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 15°16'26" and a chord bearing and distance of North 44°13'08" East, 114.29 feet; thence 33.02 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 45°03'01" and a chord bearing and distance of North 29°19'50" East, 32.18 feet; thence 170.75 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 139°45'34" and a chord bearing and distance of North 76°41'07" East, 131.46 feet; thence 170.75 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 139°45'34" and a chord bearing and distance of South 36°26'40" West, 131.46 feet; thence 41.45 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 56°32'39" and a chord bearing and distance of South 78°03'08" West, 39.79 feet; thence 85.40 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 13°13'30" and a chord bearing and distance of South 43°10'04" West, 85.21 feet, to the Point of Beginning.

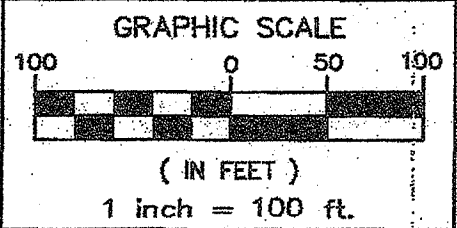
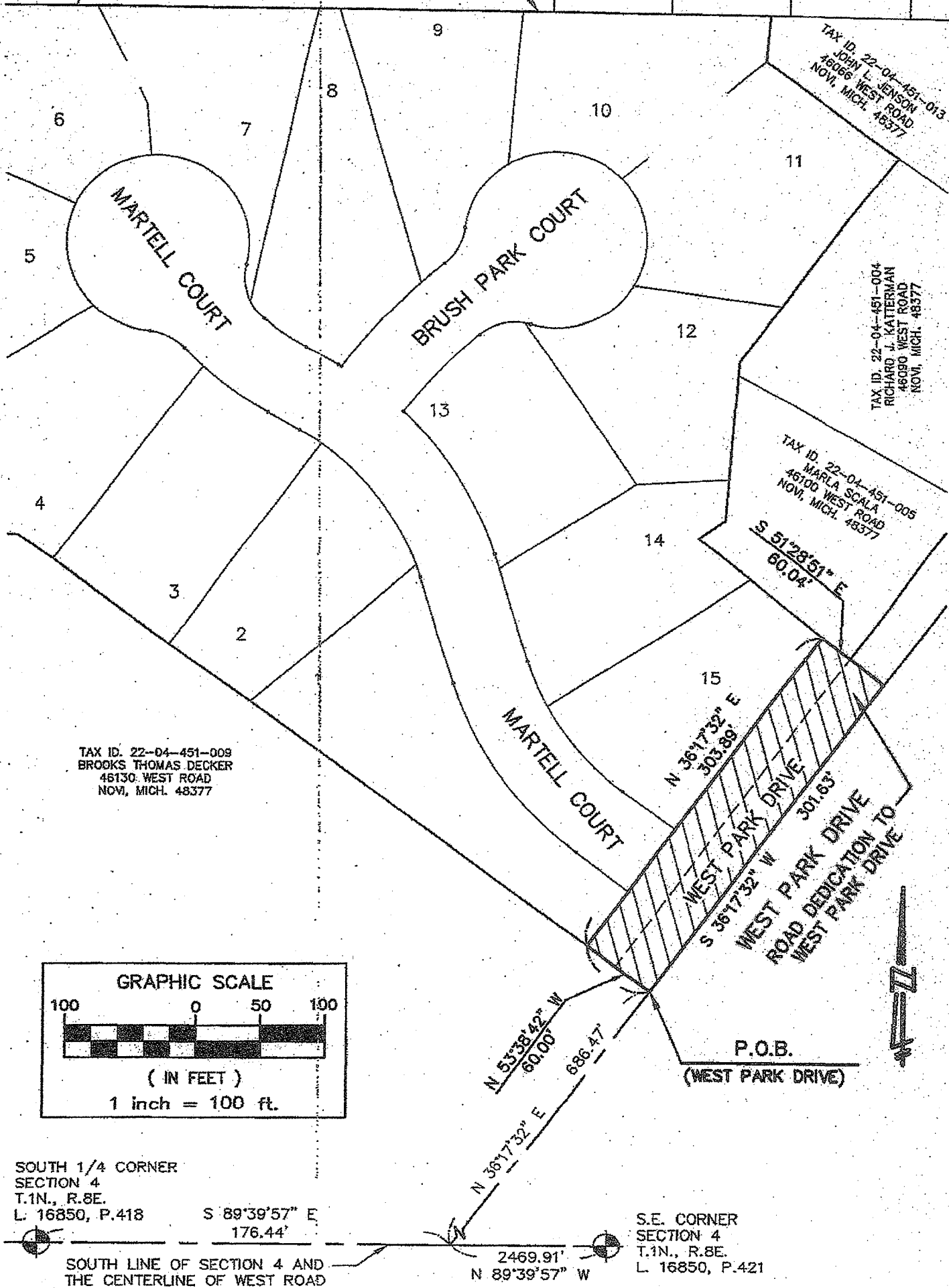




# EXHIBIT 'A'

152 "BRISTOL CORNERS WEST No.3"  
 REC. L. 277, P. 22, 23, 24 & 25, O.C.R.  
 STERLING PARK  
 (PRIVATE PARK)  
 SOUTH LINE OF "BRISTOL CORNERS WEST No.3"

153 154 155 156



SOUTH 1/4 CORNER  
 SECTION 4  
 T.1N., R.8E.  
 L. 16850, P.418

S 89°39'57" E  
 176.44'

SOUTH LINE OF SECTION 4 AND  
 THE CENTERLINE OF WEST ROAD

S.E. CORNER  
 SECTION 4  
 T.1N., R.8E.  
 L. 16850, P.421

**WESTPARK PLACE**  
**WEST PARK DRIVE**  
**ROAD DEDICATION**  
 S.E. 1/4 OF SEC. 4,  
 T. 1 N., R. 8 E.,  
 CITY OF NOVI, OAK. CO.



**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that **MARTELL DEVELOPMENTS, LLC**, a Michigan limited liability company, whose address is c/o Arthur J. LeVasseur, Esq., Fischer, Franklin & Ford, 500 Griswold St., Ste. 3500, Detroit, Michigan 48226 conveys and warrants to the **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:

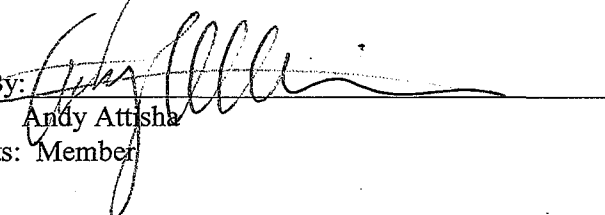
See attached Exhibit "A" attached hereto and made a part hereof

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100 Dollars (\$1.00).

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

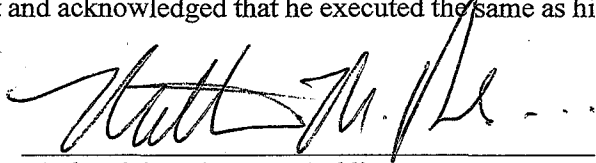
Dated this 18th day of November, 2014

GRANTOR:  
**MARTELL DEVELOPMENTS, LLC**,  
a Michigan limited liability company

By:   
Andy Attisha  
Its: Member

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WAYNE     )

On this 18th day of November, 2014, before me personally appeared the above named Andy Attisha, the member of Martell Developments, LLC, a Michigan limited liability company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

  
Matthew M. Peck, Notary Public  
State of Michigan, County of Wayne  
My commission expires: March 14, 2021  
Acting in Oakland County, Michigan

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth M. Kudla 30903 Northwestern Highway Farmington Hills, MI 48334
--	---	---

Part of Tax Parcel No. \_\_\_\_\_

Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_



## EXHIBIT "A"

### Legal Description:

West Park Drive, Martell Court and Brush Park Court

A part of the Southeast 1/4 of Section 4, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the South 1/4 Corner of said Section 4; thence South 89°39'57" East, 176.44 feet, along the South line of said Section 4 and centerline of West Road, to a point on the centerline of West Park Drive; thence North 36°17'32" East, 686.47 feet, along the centerline of said West Park Drive, to the POINT OF BEGINNING, (West Park Drive); thence North 53°38'42" West, 60.00 feet; thence North 36°17'32" East, 303.89 feet; thence South 51°28'51" East, 60.04 feet, to a point on the centerline of said West Park Drive; thence South 36°17'32" West, 301.63 feet, along the centerline of West Park Drive, to the Point of Beginning.

And Also, (Martell Court)

Commencing at the South 1/4 Corner of said Section 4; thence South 89°39'57" East, 176.44 feet, along the South line of said Section 4 and centerline of West Road, to a point on the centerline of West Park Drive; thence North 36°17'32" East, 686.47 feet, along the centerline of said West Park Drive; thence North 53°38'42" West, 60.00 feet; thence North 36°17'32" East, 53.85 feet, to the POINT OF BEGINNING; thence North 53°42'28" West, 50.28 feet; thence 166.51 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 36°41'35" and a chord bearing and distance of North 35°21'40" West, 163.68 feet; thence North 17°00'52" West, 86.17 feet; thence 152.00 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 43°32'38" and a chord bearing and distance of North 38°47'11" West, 148.37 feet; thence North 60°33'30" West, 28.16 feet; thence 82.68 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 18°13'09" and a chord bearing and distance of North 51°26'56" West, 82.33 feet; thence 30.69 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 41°52'21" and a chord bearing and distance of North 63°16'32" West, 30.02 feet; thence 170.09 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 139°13'06" and a chord bearing and distance of North 14°36'10" West, 131.23 feet; thence 170.09 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 139°13'06" and a chord bearing and distance of South 55°23'04" East, 131.23 feet; thence 46.45 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 63°21'50" and a chord bearing and distance of South 17°27'26" East, 44.12 feet; thence 39.86 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 11°25'10" and a chord bearing and distance of South 54°50'56" East, 39.80 feet; thence South 60°33'30" East, 28.16 feet; thence 197.60 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 43°32'38" and a chord bearing and distance of South 38°47'11" East, 192.87 feet; thence South 17°00'52" East, 86.17 feet; thence 128.08 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 36°41'35" and a chord bearing and distance of South 35°21'40" East, 125.91 feet; thence South 53°42'28" East, 50.28 feet; thence South 36°17'32" West, 60.00 feet, to the Point of Beginning.

And Also, (Brush Park Court)

Commencing at the South 1/4 Corner of said Section 4; thence South 89°39'57" East, 176.44 feet, along the South line of said Section 4 and centerline of West Road, to a point on the centerline of West Park Drive; thence North 36°17'32" East, 686.47 feet, along the centerline of said West Park Drive; thence North 53°38'42" West, 60.00 feet; thence North 36°17'32" East, 113.85 feet; thence North 53°42'28" West, 50.28 feet; thence 128.08 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 36°41'35" and a chord bearing and distance of North 35°21'40" West, 125.91 feet; thence North 17°00'52" West, 86.17 feet; thence 134.38 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 29°36'50" and a chord bearing and distance of North 31°49'18" West, 132.89 feet, to the POINT OF BEGINNING; thence 60.13 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 13°15'06" and a chord bearing and distance of North 53°15'16" West, 60.00 feet; thence 114.63 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 15°16'26" and a chord bearing and distance of North 44°13'08" East, 114.29 feet; thence 33.02 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 45°03'01" and a chord bearing and distance of North 29°19'50" East, 32.18 feet; thence 170.75 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 139°45'34" and a chord bearing and distance of North 76°41'07" East, 131.46 feet; thence 170.75 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 139°45'34" and a chord bearing and distance of South 36°26'40" West, 131.46 feet; thence 41.45 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 56°32'39" and a chord bearing and distance of South 78°03'08" West, 39.79 feet; thence 85.40 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 13°13'30" and a chord bearing and distance of South 43°10'04" West, 85.21 feet, to the Point of Beginning.

# EXHIBIT 'A'

152

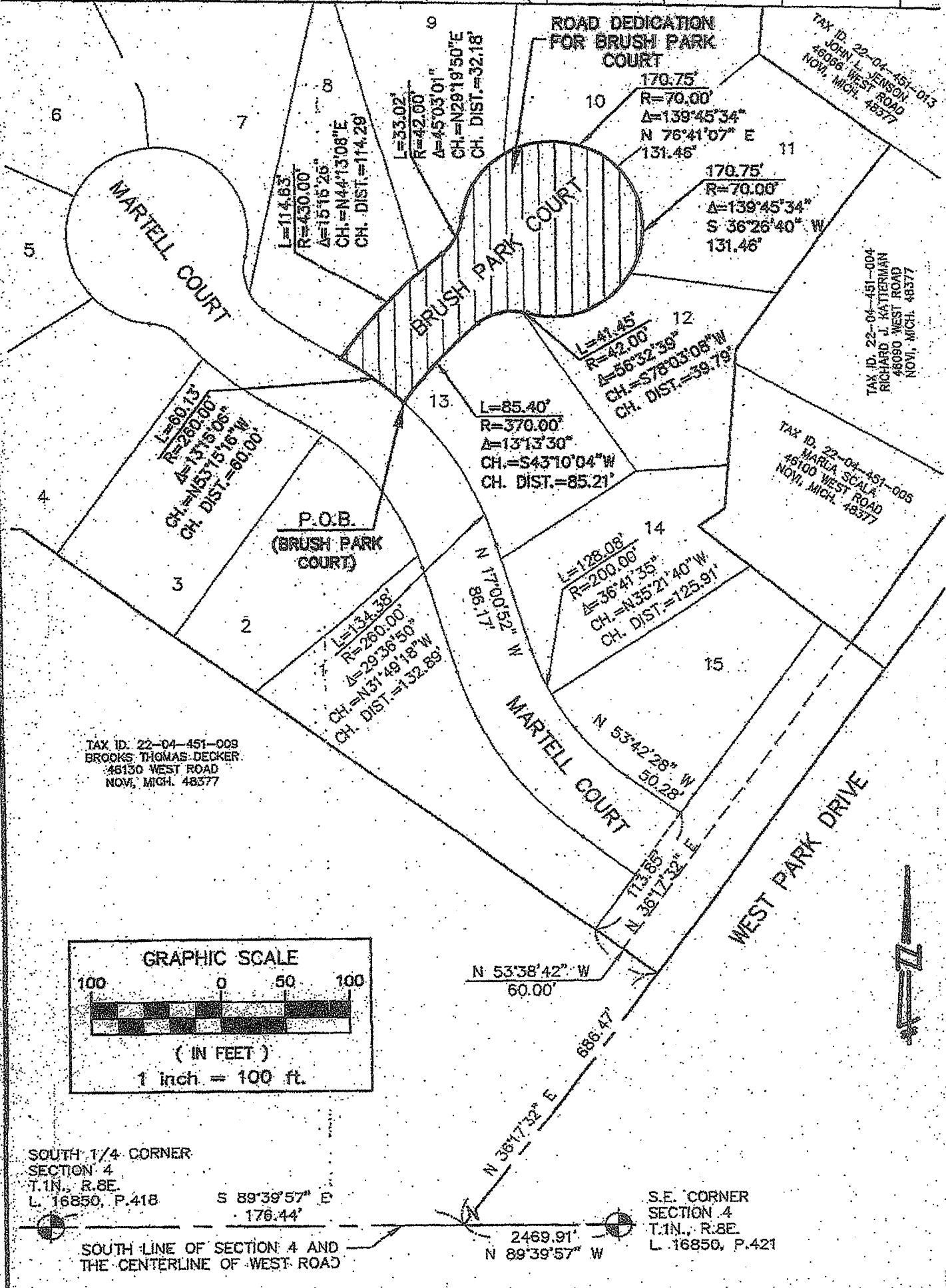
"BRISTOL CORNERS WEST No.3"  
REC. L. 277, P. 22, 23, 24 & 25, O.C.R.  
STERLING PARK  
(PRIVATE PARK)  
SOUTH LINE OF "BRISTOL CORNERS WEST No.3"

153

154

155

156

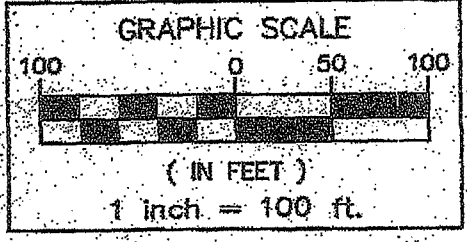


TAX ID. 22-04-451-009  
BROOKS THOMAS DECKER  
49130 WEST ROAD  
NOVI, MICH. 48377

TAX ID. 22-04-451-005  
MARLA SCALA  
46100 WEST ROAD  
NOVI, MICH. 48377

TAX ID. 22-04-451-004  
RICHARD J. KATTERMANN  
46080 WEST ROAD  
NOVI, MICH. 48377

TAX ID. 22-04-451-013  
JOHN L. JENSON  
46066 WEST ROAD  
NOVI, MICH. 48377



SOUTH 1/4 CORNER  
SECTION 4  
T.1N., R.8E.  
L. 16850, P.418

S 89°39'57" E  
176.44'

S.E. CORNER  
SECTION 4  
T.1N., R.8E.  
L. 16850, P.421

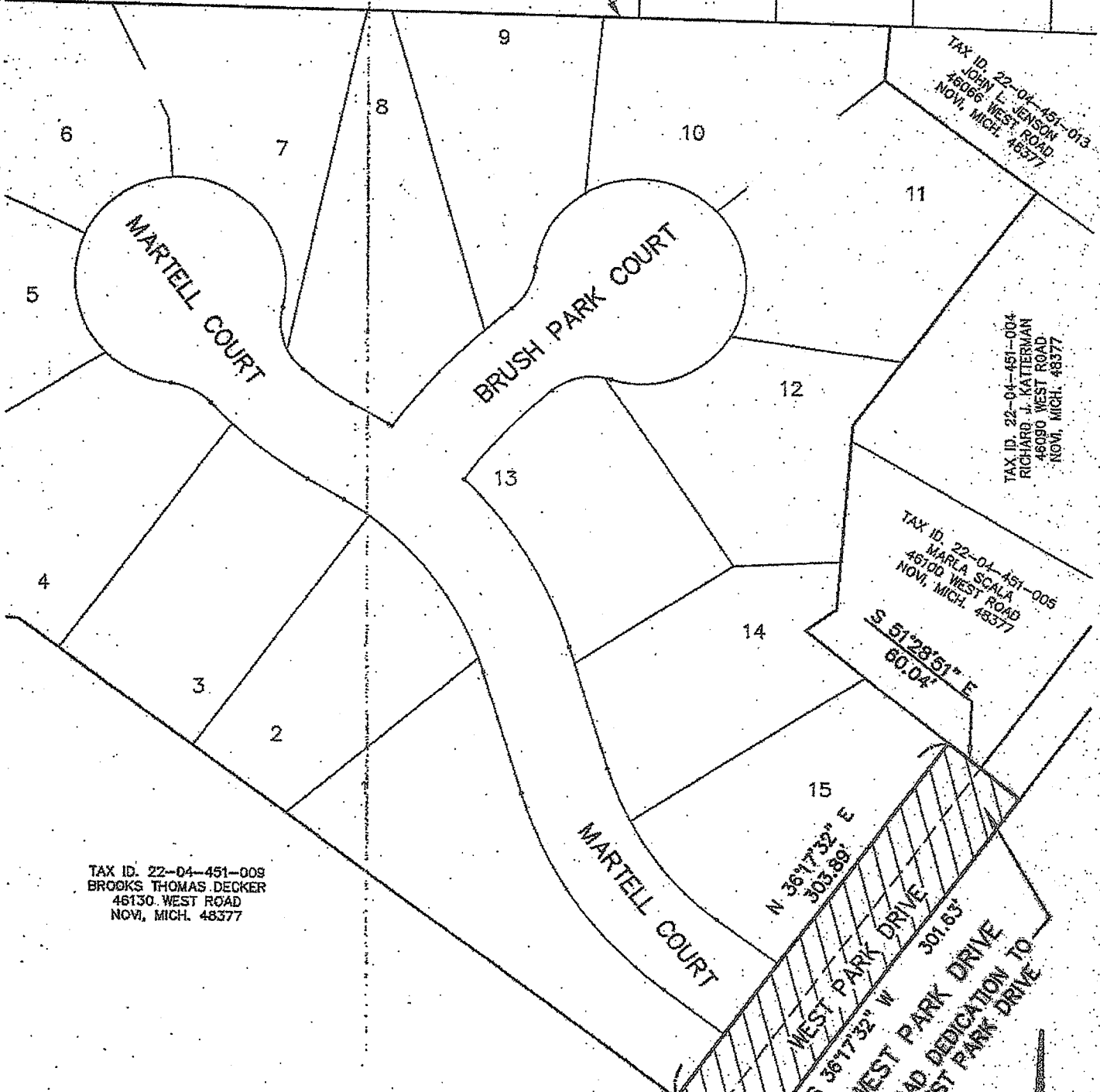
SOUTH LINE OF SECTION 4 AND  
THE CENTERLINE OF WEST ROAD

2469.91'  
N 89°39'57" W

**WESTPARK PLACE**  
**BRUSH PARK COURT**  
**ROAD DEDICATION**  
S.E. 1/4 OF SEC. 4,  
T. 1 N., R. 8 E.,  
CITY OF NOVI, OAK. CO.

**EXHIBIT 'A'**

152 "BRISTOL CORNERS WEST No.3"  
 REC. L 277, P. 22, 23, 24 & 25, O.C.R.  
 STERLING PARK  
 (PRIVATE PARK)  
 SOUTH LINE OF "BRISTOL CORNERS WEST No.3"

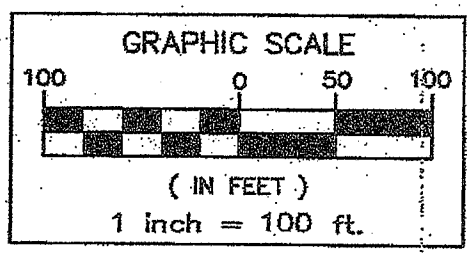


TAX ID. 22-04-451-013  
 JOHN L. JENSEN  
 46066 WEST ROAD  
 NOVI, MICH. 48377

TAX ID. 22-04-451-004  
 RICHARD J. KATTERMAN  
 48090 WEST ROAD  
 NOVI, MICH. 48377

TAX ID. 22-04-451-005  
 MARLA SCALA  
 46100 WEST ROAD  
 NOVI, MICH. 48377

TAX ID. 22-04-451-009  
 BROOKS THOMAS DECKER  
 46130 WEST ROAD  
 NOVI, MICH. 48377



SOUTH 1/4 CORNER  
 SECTION 4  
 T.1N., R.8E.  
 L. 16850, P.418

S 89°39'57" E  
 176.44'

SOUTH LINE OF SECTION 4 AND  
 THE CENTERLINE OF WEST ROAD

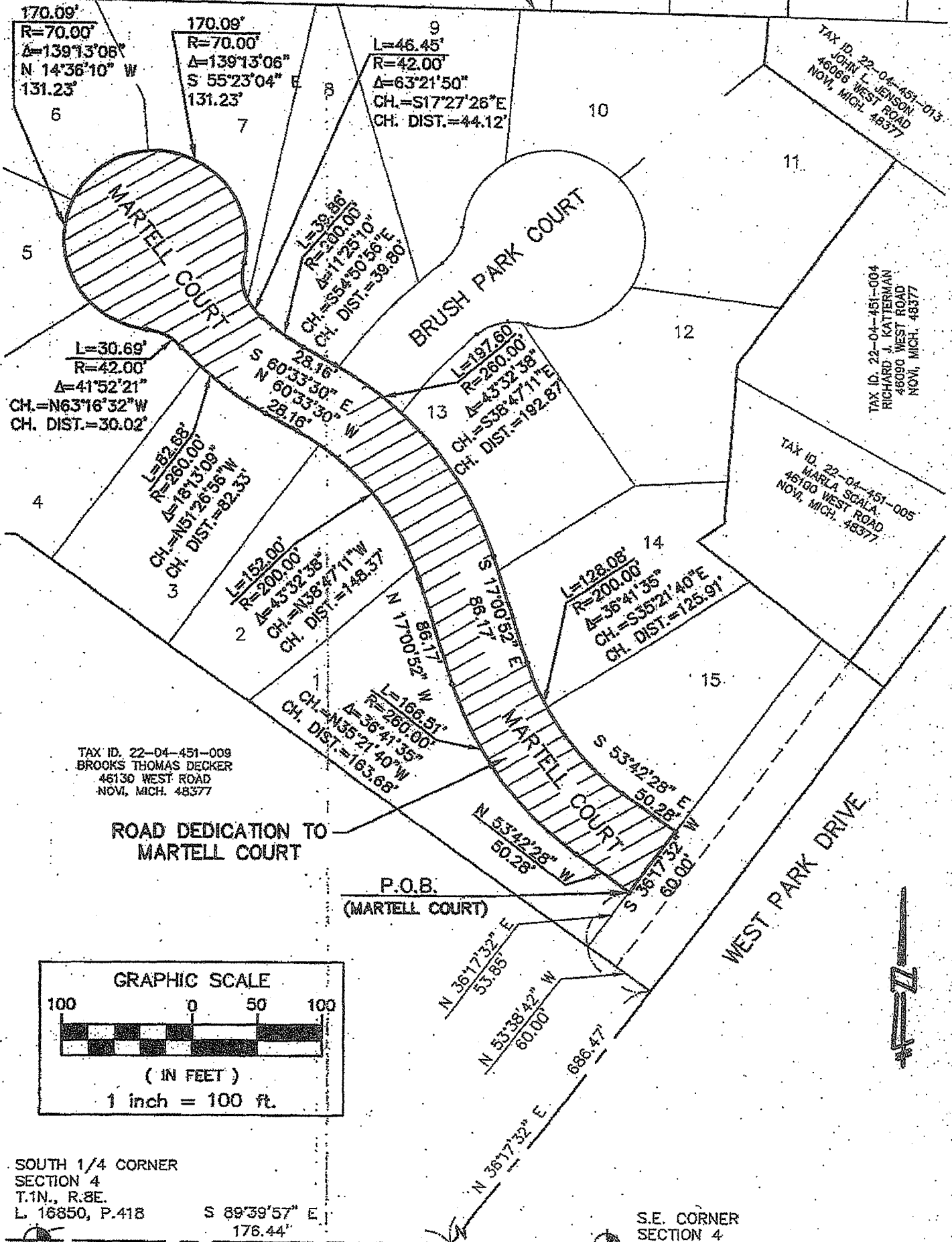
2469.91'  
 N 89°39'57" W

S.E. CORNER  
 SECTION 4  
 T.1N., R.8E.  
 L. 16850, P.421

**WESTPARK PLACE**  
**WEST PARK DRIVE**  
**ROAD DEDICATION**  
 S.E. 1/4 OF SEC. 4,  
 T. 1 N., R. 8 E.,  
 CITY OF NOVI, OAK. CO.

# EXHIBIT 'A'

"BRISTOL CORNERS WEST No.3"  
 REC. L. 277, P. 22, 23, 24 & 25, O.C.R.  
 STERLING PARK  
 (PRIVATE PARK)  
 SOUTH LINE OF "BRISTOL CORNERS WEST No.3"



TAX ID. 22-04-451-013  
 JOHN L. JENSON  
 4006 WEST ROAD  
 NOVI, MICH. 48377

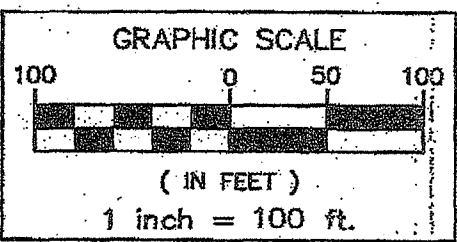
TAX ID. 22-04-451-004  
 RICHARD J. KATTERMAN  
 46090 WEST ROAD  
 NOVI, MICH. 48377

TAX ID. 22-04-451-005  
 MARLA SCALA  
 46100 WEST ROAD  
 NOVI, MICH. 48377

TAX ID. 22-04-451-009  
 BROOKS THOMAS DECKER  
 46130 WEST ROAD  
 NOVI, MICH. 48377

**ROAD DEDICATION TO  
 MARTELL COURT**

**P.O.B.  
 (MARTELL COURT)**



SOUTH 1/4 CORNER  
 SECTION 4  
 T.1N., R.8E.  
 L. 16850, P.418

S 89°39'57" E  
 176.44'

SOUTH LINE OF SECTION 4 AND  
 THE CENTERLINE OF WEST ROAD

S.E. CORNER  
 SECTION 4  
 T.1N., R.8E.  
 L. 16850, P.421

**WESTPARK PLACE**  
**MARTELL COURT**  
**ROAD DEDICATION**  
 S.E. 1/4 OF SEC. 4,  
 T. 1 N., R. 8 E.,  
 CITY OF NOVI, OAK. CO.

**SWORN STATEMENT**

State of Michigan

County of DADEMO } §

NIEM TOLANS being duly sworn, states the following:

CRANDOR CONTRACTOR SWS, LLC

is the (contractor)(subcontractor) for an improvement to the following real property in \_\_\_\_\_ County, Michigan,

described as follows: MARBLE CT, Novi, MI

The following is a statement of each subcontractor, supplier and laborer, for whom 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, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to complete (optional)	Amount of Laborer Wages Due but unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
LABOR	LABOR	12,000	12,000	\$0.00		0	
CRANDOR ASPHALT	ASPHALT	29,000	29,000	-0-		-0-	
MOSEBY READY MIX	CONCRETE	6,000	6,000	-0-		-0-	
FULLER	SAW	200	200	-0-		-0-	
ARR	SAW	2800	2800	-0-		-0-	
ARR	TRUCKS	1850	1850	-0-		-0-	
McDowell	TRUCKS	2324	2324	-0-		-0-	
LOUIS TERRY	TRUCKS	3,000	3000	-0-			
Totals		<del>82,000</del> 78,624	<del>82,000</del> 78,624	0.00	0.00	0.00	0.00

(Some columns may not be applicable to all persons listed)

$$\begin{array}{r} 78,624 \\ 3,000 \\ \hline 81,624 \end{array}$$

$$\begin{array}{r} 78,624 \\ 3,000 \\ \hline 81,624 \end{array}$$



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

I make this statement as the ~~contractor~~ (subcontractor) or as \_\_\_\_\_ of the (contractor) (sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

**WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE 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 UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, 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, OR 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 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.

*Nick Tachewski*

Dependent Printed Name

*[Signature]*

Dependent Signature

**WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.**

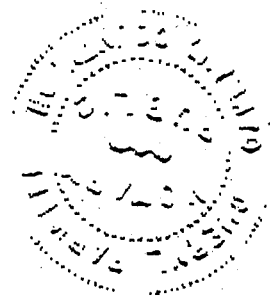
Subscribed and sworn to before me this

12 day of November, 2014

*[Signature]*

Notary Public, Oakland County, Michigan

My Commission Expires:



**CHERYL FARWELL**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires March 4, 2020  
Acting in the County of Oakland

\*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.



**FULL UNCONDITIONAL WAIVER**

My/our contract with: **Cranbrook**

To provide **Asphalt Materials**

For the improvement to the property described as:

*Martel Court*

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

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

Signed by:

A handwritten signature in black ink, appearing to read "Dennis D. West", is written over a horizontal line.

Signed on:

11-11-14

**Vendor:** Cadillac Asphalt LLC, 12345 23 Mile Road, Shelby Twp., MI 48315

**Telephone:** 248-380-3644

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



800 CONCRETE DRIVE  
MILFORD, MICHIGAN 48381

Phone (248) 684-1485

Fax (248) 684-2150

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH CRANBROOK PAVING  
(other contracting party)

TO PROVIDE CONCRETE

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

29929 MAATEL Ct, NOWI MI  
\_\_\_\_\_  
\_\_\_\_\_

HAVING BEEN FULLY PAID AND SATISFIED. ALL MY/OUR CONSTRUCTION LIEN  
RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

*[Signature]*  
(signature of lien claimant)

SIGNED ON: Nov. 12, 2014

ADDRESS: MILFORD REDI MIX  
800 CONCRETE DRIVE  
MILFORD, MI 48381  
(248) 684-1485

TELEPHONE: \_\_\_\_\_

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

### FULL UNCONDITIONAL WAIVER (Commercial Work Only)

My/our contract with CRANBROOK PAVEMENT  
(other contracting party)

to provide CONCRETE CUTTING  
(describe labor or material furnished)

for the improvement of the property known as: 28209 MARTEL NOVI, MI

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

Company Name: FMG CONCRETE CUTTING INC.

By: *Carla Minock*  
(Signature of lien claimant or authorized agent)

CARLA MINOCK  
(Print name of person who signed above)

Address: 3915 S. OLD US 23 HIGHWAY  
BRIGHTON, MI 48114

Telephone: 610-227-3650

Signed on: NOVEMBER 11, 2014  
(date)

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

**THE CONSTRUCTION ASSOCIATION OF MICHIGAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR CHANGES MADE TO THIS FORM BY LEGISLATIVE ENACTMENTS OR JUDICIAL DECISIONS.**

# FULL UNCONDITIONAL WAIVER

Our contract with Cranbrook Contractual Services, LLC to provide labor and material for the improvement of the property described as:

Martell Court - Novi, Michigan

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



Thomas V. Racelli, President

Signed on: November 11, 2014

A & R Sealcoating, Inc.  
4882 Pontiac Lake Road  
Waterford, MI 48328  
(248) 674-8500

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



**Full Unconditional Waiver**

My contract Cranbrook Contractual Services, LLC to provide machines and labor for improvement of the property described as:

**Martell Court, NOVI, MI**

Having been paid and fully satisfied, we hereby waive our construction lien rights against such property are hereby waived and released

By: A&N Asphalt



Larry StCroix, Owner  
810 217 6227

Signed on: November 11, 2014

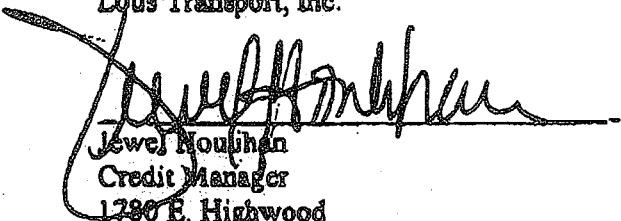
**FULL UNCONDITIONAL WAIVER**

My/our contract with CRANBROOK PAVEMENT CORPORATION to provide Trucking and/or Material for the improvement of the property described as 29929 MARTELL COURT, NOVI having been fully paid and satisfied, by signing this waiver, all my/our construction lien rights against such property are hereby waived and released.

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

Signed on: November 12, 2014

Lous Transport, Inc.



Jewel Houlahan  
Credit Manager  
1780 E. Highwood  
Pontiac, MI 48340  
248-648-7527

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

FULL UNCONDITIONAL WAIVER

My/our contract with MARTEL DEVELOPMENT CORP to provide  
PAVING (other contracting party)  
MARTEL CT. NOVI  
for the improvement of the property described as

\_\_\_\_\_ having been  
fully paid and satisfied, by signing this waiver, all my/our construction lien rights  
against such property are hereby waived and released.

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

CRAWFORD PAVEMENT  
\_\_\_\_\_  
(Printed Name of Lien Claimant)  
[Signature]  
\_\_\_\_\_  
(Signature of lien claimant)

Signed on: Nov 6, 2014.

Address: 16281 W. 14 Mile #3  
BEVERLY HILLS, MI 48025

Telephone: 248-782-5847

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