



# CITY of NOVI CITY COUNCIL

**Agenda Item N**  
**June 22, 2015**

**SUBJECT:** Acceptance of Island Lake 5C subdivision streets and adoption of Act 51 New Street Resolution accepting Bellingham Drive, Langley Drive and Langley Court as public, adding 0.23 miles of roadway to the City's street system.

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

**CITY MANAGER APPROVAL:** *KR*

**BACKGROUND INFORMATION:**

Toll MI II Limited Partnership, developers of the Island Lake 5C Condominium, have requested the dedication Langley Court and portions of Bellingham Drive and Langley Drive, 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 (see attached map). The development is located north of Ten Mile Road and west of Wixom Road.

The streets of Island Lake 5C 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 (November 14, 2012 letter from Beth Saarela, attached). According to the city's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker & Associates, Inc. May 31, 2015 letter and June 2, 2015 affidavit, attached). The attached resolution satisfies the Michigan Department of Transportation requirement for adding 0.23 miles of roadway to Act 51 funding.

**RECOMMENDED ACTION:** Acceptance of Island Lake 5C subdivision streets and adoption of Act 51 New Street Resolution accepting Bellingham Drive, Langley Drive and Langley Court as public, adding 0.23 miles of roadway to the City's street system.

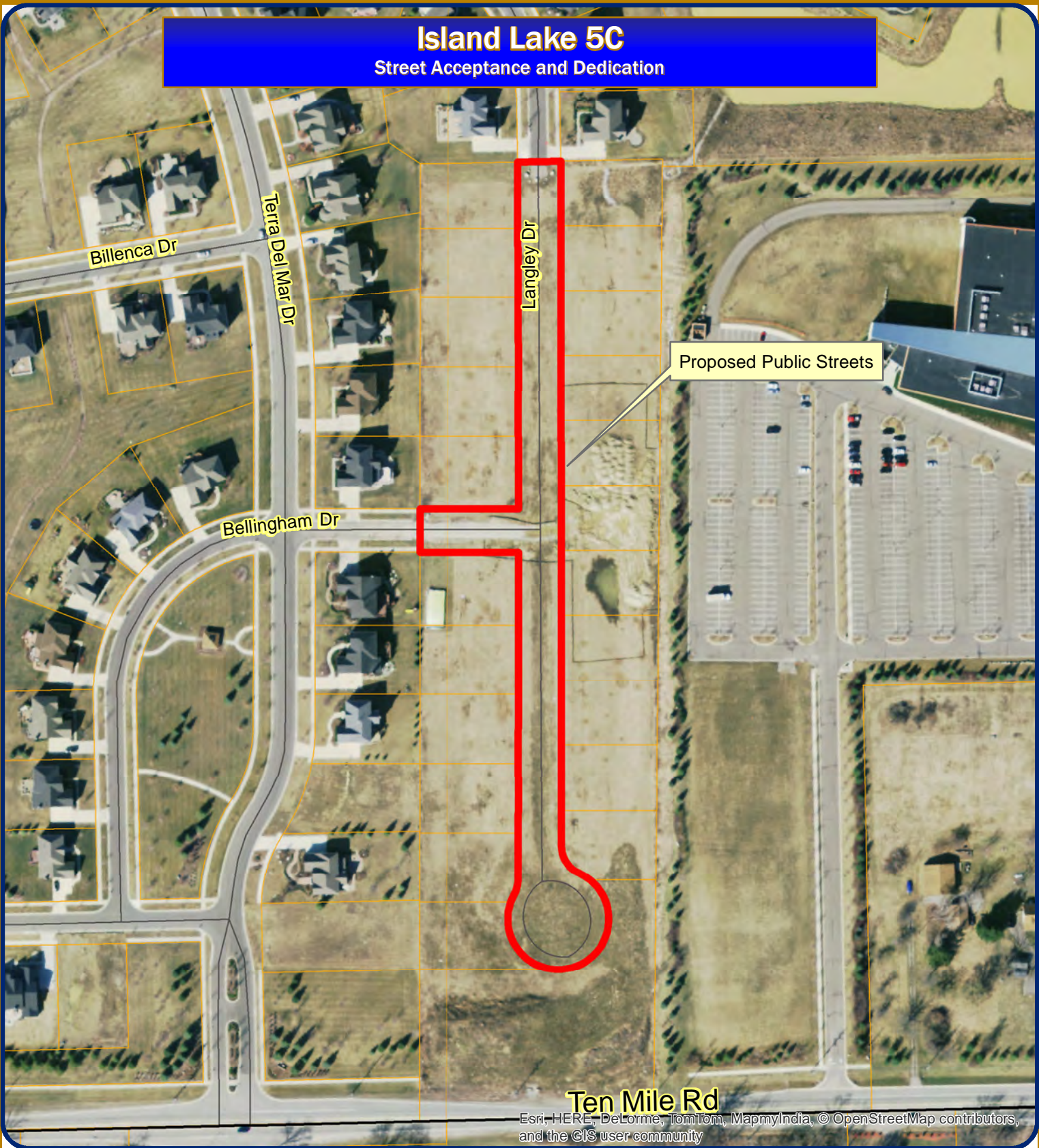
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

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



# Island Lake 5C

## Street Acceptance and Dedication



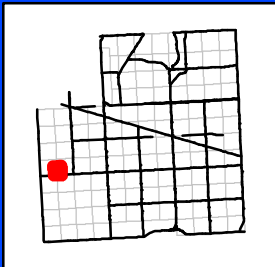
Esri, HERE, DeLorme, TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

Map Author: A. Wayne  
 Date: June 1, 2015  
 Project:  
 Version #:

Amended By:  
 Date:  
 Department:

**MAP INTERPRETATION NOTICE**

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



### City of Novi

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



1 inch = 182 feet



**CITY OF NOVI**  
**COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION**

**NEW STREET ACCEPTANCE**

**Island Lake Phase 5C CONDOMINIUM  
Drive, Langley Drive and Langley 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 June 22, 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 Langley Court, and portions of Bellingham Drive and Langley Drive, and,

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

**WHEREAS;** that said streets were open to the public since 2015.

**NOW THEREFORE, IT IS THEREFORE RESOLVED** that the Mayor and Novi City Council hereby accept Bellingham Drive, Langley Drive and Langley 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 22nd day of June, 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





May 31, 2015

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

**Re: Island Lake – Phase 5C  
Site Work Final Approval**  
Novi SP No.: JSP12-0004  
SDA Job No.: NV12-203

Dear Mr. Wayne:

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 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



**AFFIDAVIT towards ACCEPTANCE OF STREETS**

Project Name: Island Lake of Novi  
Phase: 5C Location: North of Ten Mile - Novi, MI  
Developer: Toll Bros., Inc.  
Address: 28004 Center Oaks Ct., Suite 200, Wixom, MI 48393  
Contact: John Poe

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 by the 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: \_\_\_\_\_

*John Poe*  
**JOHN POE**

Subscribed and sworn to before me this 2nd day of June, 2015.

*Marilee S. Pietersen*  
\_\_\_\_\_  
Marilee S. Pietersen, Notary Public  
In and for the County of Oakland, Michigan  
My Commission expires: December 23, 2017

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

Inspector's Name: TED MEADOWS Signature: *Ted Meadows* Date: 6/2/15

Firm: SDA





## SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

October 23, 2012

Jason Minock  
Toll Brothers, Inc.  
25622 Napier Road  
Novi, MI 48374

Re: Island Lake of Novi, Phase 5C - Acceptance Documents Review  
Novi # SP12-04  
SDA Job No. NV12-203  
**APPROVED**

Dear Mr. Minock:

We have reviewed the Acceptance Document Package received by our office on October 22, 2012 against approved Final Site Plan (Stamping Set) received on April 18, 2012. We offer the following comments:

1. **On-Site Water System Easement** – (executed: exhibit dated 03/07/12) Legal Description Approved.
2. **On-Site Sanitary Sewer Easement** – (executed: exhibit dated 03/07/12) Legal Description Approved.
3. **Storm Sewer/Surface Drainage Easement** – Shown on the Exhibit B Documents – Layout Approved.
4. **Off-Site Storm Drainage Facility / Maintenance Easement Agreement** – Exhibits A, B & C Approved.
5. **Warranty Deed for Road Right-of-Way along Ten Mile Road** – SUPPLIED – **APPROVED**.
6. **Bills of Sale: Sanitary Sewer System and Water Supply System** – SUPPLIED – **APPROVED**.
7. **Bills of Sale: Streets** – SUPPLIED – **APPROVED**.
8. **Full Unconditional Waivers of Lien from contractors installing public utilities** – SUPPLIED – **APPROVED**.
9. **Sworn Statement** – SUPPLIED – **APPROVED**.
10. **Maintenance and Guarantee Bond for Utilities**– (in the amount of \$30,168) – (SUPPLIED) – **APPROVED**.
11. **Maintenance and Guarantee Bond for Streets**– (in the amount of \$25,260) – SUPPLIED-**APPROVED**.
12. **As-Built Engineering Plans** are being prepared by Spalding DeDecker Associates, Inc.

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.

Engineering Consultants

Infrastructure • Land Development • Surveying

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

**It should be noted** that the Plan Review Center Report dated February 10, 2012 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

**SPALDING DeDECKER ASSOCIATES, INC.**

  
Crystal Sapp, PE  
Project Engineer

cc: Brian Coburn, Plan Review Center (via E-mail)  
Maryanne Cornelius, City Clerk (via E-mail)  
Juanita Freeman, Planning Department (via E-mail)  
Beth Saarela, Secret Wardle (via E-mail)  
Sarah Marchioni, Building Department (via E-mail)  
Barb McBeth, City Planning Director (via E-mail)  
Ted Meadows, SDA Construction Engineering (via E-mail)  
Marina Neumaier, Assistant Finance Director (via E-mail)  
Aaron Staup, Construction Engineering Coordinator (via E-mail)  
Sheila Weber, Treasurer's Office (via E-mail)  
Thomas A. Gizoni, Alpine Engineering, Inc.





JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

November 14, 2012

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

**Re: Island Lake 5C, SP04-65  
Streets-Review for Acceptance  
Our File No. 660032.NOV1**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents for the Island Lake Phase 5C:

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

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

Toll MI II, Limited Partnership seeks to convey the interior roads serving Phase 5C of Island Lake, also known as part of Island Lake Orchards. The Warranty Deed for roads and corresponding Bill of Sale for paving are acceptable and upon 90% build out of the site, may be placed on an upcoming City Council Agenda for acceptance.

The Maintenance and Guarantee Bond is in the City's standard format for a surety 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  
November 14, 2012  
Page 2

Once accepted, the Warranty Deed for roads should be tax certified and recorded with Oakland County Records. The original Warranty Deed was forwarded to the City Clerk with our June 5, 2012 correspondence.

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/ Enclosures)  
Marina Neumaier, Assistant Finance Director (w/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)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
David Beschke, Landscape Architect (w/Enclosures)  
Crystal Sapp and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Scott Mirkes, Esquire (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that that Toll MI II Limited Partnership ("Developer"), whose address is 46670 Six Mile Road, Northville, Michigan 48168 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 and subject to easements and restrictions of record, for the sum of One and no/100-----Dollars (\$1.00).

Developer makes this conveyance of roads and road rights of way and the land and pavement contained therein pursuant to authority reserved to it in Article VIII, Section 3 of the Master Deed of Island Lake Orchards at Liber 30468, Pages 611 through 689, both inclusive, Oakland County Records, as amended by the First Amendment to Master Deed thereof recorded at Liber 31833, Pages 132 through 150, both inclusive, Oakland County Records; the Second Amendment to Master Deed thereof recorded at Liber 34444, Pages 64 through 87, both inclusive, Oakland County Records; the Third Amendment to Master Deed thereof recorded at Liber 36379, Pages 520 through 543, both inclusive, Oakland County Records; and the Fourth Amendment to Master Deed thereof recorded at Liber 38053, Pages 20 through 45, both inclusive, Oakland County Records. The aforesaid Master Deed and amendments thereto pertain to Island Lake Orchards, a condominium development identified as Oakland County Condominium Subdivision Plan No. 1552.

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 15<sup>th</sup> day of May, 2012

Signed:

Toll MI II Limited Partnership, a Michigan limited partnership

By: Toll MI GP Corp., a Michigan corporation, General Partner

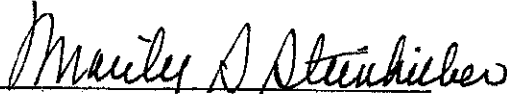
By:   
Michael Noles

Its: Land Development VP



STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2012, by Michael Noles, the Land Development Vice President of Toll MI GP Corp., a Michigan corporation, the General Partner of Toll MI II Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

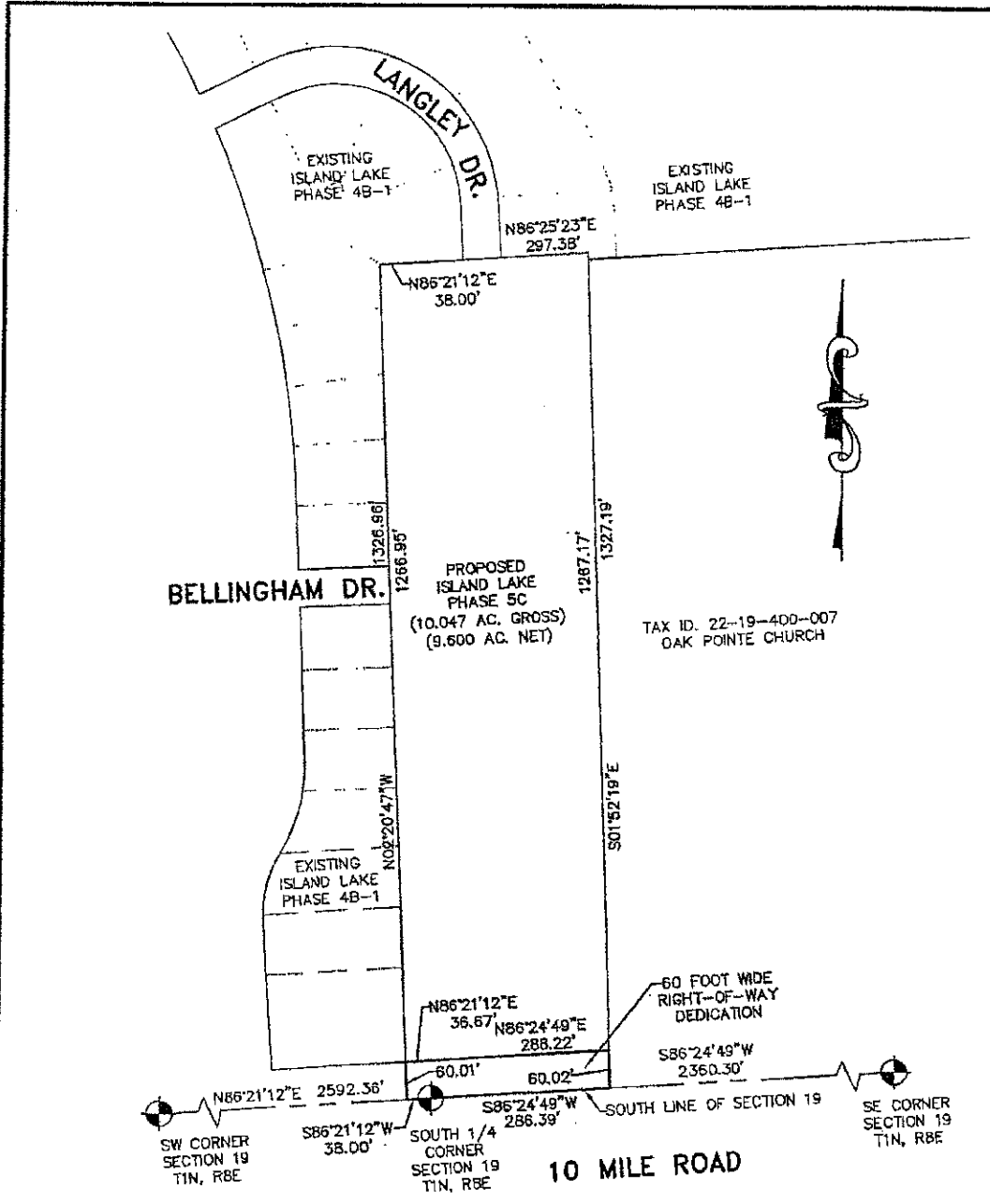
  
Marilee S. Steinhilber, Notary Public  
Oakland County, Michigan  
My Commission Expires: 12-23-17  
Acting in Wayne County

When Recorded Return to: City of Novi 45175 West Ten Mile Road Novi, MI 48375	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, MI 48375	Drafted by: Scott I. Mirkes, Esq. Jackier Gould, P.C. 121 W. Long Lake Road, Ste 200, Bloomfield Hills, MI 48304
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Tax Parcel No. \_\_\_\_\_

Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax: Exempt per MCLA  
207.505(a) and MCLA 207.526

J:\2351\7\00151365.DOC



60 FOOT WIDE RIGHT-OF-WAY DEDICATION:  
**BEGINNING** AT THE SOUTH 1/4 CORNER OF SECTION 19, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S86°21'12"W 38.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 19; THENCE N02°20'47"W 60.01 FEET; THENCE N86°21'12"E 36.67 FEET; THENCE N86°24'49"E 288.22 FEET; THENCE S01°52'19"E 60.02 FEET; THENCE S86°24'49"W 286.39 FEET ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SAID SECTION 19.

**ALPINE**  
 ENGINEERING, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
 45892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT:	TOLL BROTHERS	DATE:	3/07/2012
	<b>EXHIBIT "A"</b>	DRAWN BY:	JIF
	<b>ISLAND LAKE PHASE 5C</b>	CHECKED BY:	GLM
SECTION: 19	TOWNSHIP: 1N	RANGE: 8E	0 100 200
CITY OF NOVI	OAKLAND COUNTY	MICHIGAN	FBK: -
			1
			11-405
			SCALE: HOR 1" = 200 FT. VER 1" = 40 FT.

BILL OF SALE - STREETS

KNOW ALL MEN BY THESE PRESENTS, that **TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership (the "Developer"), whose address is 46670 Six Mile Road, Northville, Michigan 48168, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF NOVI**, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the street paving according to the easements and/or public rights-of-way established over and across certain land located in the City of Novi, County of Oakland, State of Michigan and described and depicted in the attached Exhibit A.

The undersigned Developer makes this conveyance pursuant to the authority reserved to it in Article VIII, Section 3 of the Master Deed of the condominium development known as Island Lake Orchards, said Master Deed having been recorded at Liber 30468, Pages 611 through 689, both inclusive, Oakland County Records, and having been amended by the First Amendment to Master Deed thereof recorded at Liber 31833, Pages 132 through 150, both inclusive, Oakland County Records, the Second Amendment to Master Deed thereof recorded at Liber 34444, Pages 64 through 87, both inclusive, Oakland County Records, the Third Amendment to Master Deed thereof recorded at Liber 36379, Pages 520 through 543, both inclusive, Oakland County Records, and the Fourth Amendment to Master Deed thereof recorded at Liber 38053, Pages 20 through 45, both inclusive, Oakland County Records. The aforesaid Master Deed and amendments thereto pertain to Island Lake Orchards, a condominium development identified as Oakland County Condominium Subdivision Plan No. 1552. The improvements herein conveyed have been constructed and installed as part of the development of Phase 5C of Island Lake Orchards; said phase of the condominium development being comprised of Units 245 through 266 of Island Lake Orchards and appurtenant limited and general common elements.

Executed this 15<sup>th</sup> day of May, 2012

Toll MI II Limited Partnership, a Michigan limited partnership

By: Toll MI GP Corp., a Michigan corporation,  
General Partner

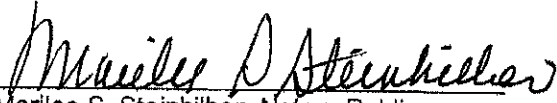
By:   
Michael Noles

Its: Land Development Vice President



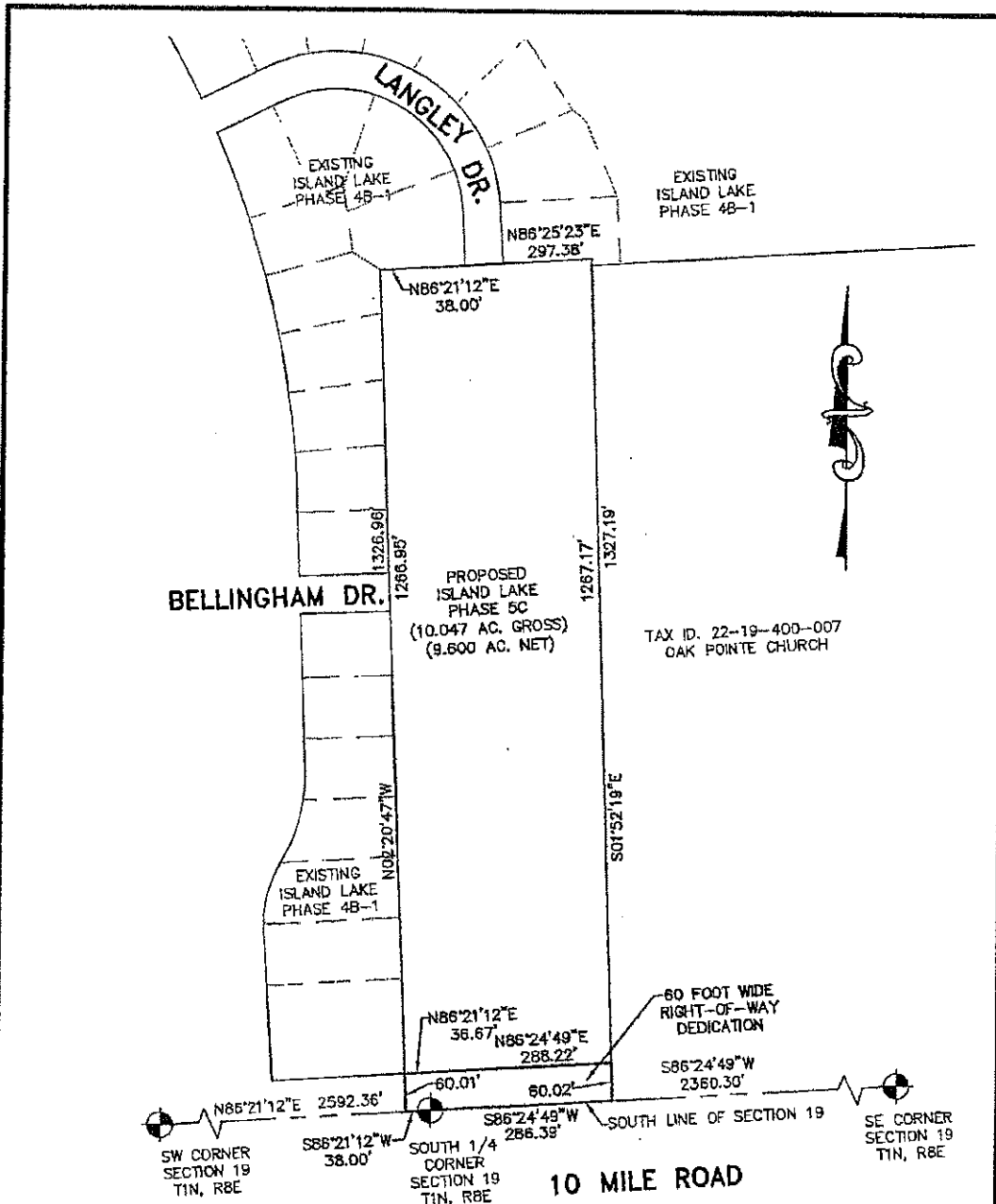
STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF WAYNE     )

On this 15<sup>th</sup> day of May, 2012 before me, personally appeared the above named Michael Noles, Land Development Vice President of Toll MI GP Corp., a Michigan corporation, General Partner of Toll MI II Limited Partnership, 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 on behalf of the limited partnership.

  
Marilee S. Steinhilber, Notary Public  
Oakland County, Michigan  
My Commission Expires: 12-23-17  
Acting in Wayne County

Drafted by:  
Scott I. Mirkes  
121 W. Long Lake Road, Suite 200  
Bloomfield Hills, MI 48304

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



60 FOOT WIDE RIGHT-OF-WAY DEDICATION:  
**BEGINNING** AT THE SOUTH 1/4 CORNER OF SECTION 19, TOWN 1 NORTH, RANGE B EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S86°21'12"W 38.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 19; THENCE N02°20'47"W 60.01 FEET; THENCE N86°21'12"E 36.67 FEET; THENCE N86°24'49"E 288.22 FEET; THENCE S01°52'19"E 60.02 FEET; THENCE S86°24'49"W 286.39 FEET ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SAID SECTION 19.

**ALPINE**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

CLIENT:	TOLL BROTHERS	DATE:	3/07/2012
	<b>EXHIBIT "A"</b>	DRAWN BY:	JIF
	<b>ISLAND LAKE PHASE 5C</b>	CHECKED BY:	GLM
SECTION: 19	TOWNSHIP: 1N	RANGE: 8E	CITY OF NOVI OAKLAND COUNTY MICHIGAN
		SCALE	HOR 1"=200 FT. VER 1"= -- FT.



Policy (or Policies) issued pursuant to this Commitment is (are) underwritten by:

**First American Title Insurance**

Commitment No. N0024192

Revision No. Br: 001

**SCHEDULE A**

1. Commitment Date: **March 5, 2012 at 8:00 a.m.**

2. Policy or policies to be issued:

(a) Residential Title Insurance Policy  
Proposed Insured:

Amount \$10,000.00

City of Novi

(b) ALTA Loan Policy Without Exceptions  
Proposed Insured:

Amount \$                     

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

Toll MI II, Limited Partnership, a Michigan Limited Partnership

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

See Exhibit A attached hereto and made a part hereof.

Commonly known as: ,

**Issued by:**

**Westminster Title Agency, Inc.**

**39500 High Pointe Blvd., Suite 140**

**Novi, MI 48375**

**PHONE (248) 349-1630 • FAX (248) 349-6969**

**Agent For: First American Title Insurance**

**See Schedule B Attached  
END OF SCHEDULE A**

COMMIT



**SCHEDULE B - SECTION I**

**REQUIREMENTS**

**N0024192**

The following requirements must be met:

1. Record deed executed by Toll MI II, limited partnership, a Michigan Limited Partnership to City of Novi.
2. 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 or exceptions.

**THIS COMMITMENT IS VALID ONLY IF SCHEDULE A OF THE COMMITMENT IS ATTACHED HERETO**  
End of Schedule B - Section I

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

**N0024192**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public record.
5. Taxes and assessments which become due and payable after the date of commitment, including taxes or assessments which may be added to the tax rolls or tax bill after the Date of Commitment as a result of the taxing authority disallowing or revising an allowance of a tax exempt status.
6. The dower or homestead rights if any, of the wife of any individual insured or of any individual shown herein to be party in interest..
7. Rights of co-owners in Island Lake Orchards Condominium in general common elements and limited common elements as set forth in Master Deed recorded in Liber 30468, Pages 611 through 689, inclusive, as amended, in associated condominium documents, and as described in Act 59 of the Public Acts of 1978, as amended, and all the terms and conditions, regulations, restrictions, easements and other matters set forth in the above described Master Deed, associated documents and statutes.

**THIS COMMITMENT IS VALID ONLY IF SCHEDULE A OF THE COMMITMENT IS ATTACHED HERETO**  
End of Schedule B - Section II

**Exhibit A**

Property located in the City of Novi, Oakland County, State of Michigan:

**EXHIBIT "A"**

A PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 19, TOWN I 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 19 FOR A POINT OF BEGINNING; THENCE (L1) SOUTH 86°21'12" WEST 38.00 FEET (PREVIOUSLY DESCRIBED AS SOUTH 89°18'00" WEST), ALONG THE SOUTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF TEN MILE ROAD, TO THE SOUTHEAST CORNER OF "ISLAND LAKE ORCHARDS", OAKLAND COUNTY CONDOMINIUM PLAN NO. 1552, AS RECORDED IN LIBER 30468, PAGES 611 THROUGH 689, AS AMENDED, (SAID POINT BEING NORTH 86°21'12" EAST, 2592.36 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 19); THENCE NORTH 02°20'47" WEST, 1326.96 FEET, ALONG THE EASTERLY LINE OF SAID "ISLAND LAKE ORCHARDS", (PREVIOUSLY DESCRIBED AS NORTH 00°33'20" EAST); THENCE (L2) NORTH 86°21'12" EAST, 38.00 FEET, ALONG THE SOUTHERLY LINE OF SAID "ISLAND LAKE ORCHARDS", (PREVIOUSLY DESCRIBED AS NORTH 89°18'00" EAST), TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 19, (SAID POINT BEING SOUTH 02°20'47" EAST, 1306.18 FEET, FROM THE CENTER OF SAID SECTION 19); THENCE (L3) NORTH 86°25'23" EAST, 297.38 FEET, ALONG THE SOUTHERLY LINE OF SAID "ISLAND LAKE ORCHARDS", (PREVIOUSLY DESCRIBED AS NORTH 89°24'00" EAST, 296.21 FEET); THENCE SOUTH 01°52'19" EAST, 1327.19 FEET, ALONG THE SOUTHERLY LINE OF SAID "ISLAND LAKE ORCHARDS" AND AN EXTENSION THEREOF, (PREVIOUSLY DESCRIBED AS SOUTH 00°58'48" WEST), TO A POINT ON THE SOUTH LINE OF SAID SECTION 19, (SAID POINT BEING SOUTH 86°24'49" WEST, 2360.31 FEET, FROM THE SOUTHEAST CORNER OF SAID SECTION 19); THENCE (L4) SOUTH 86°24'49" WEST, 286.39 FEET, (PREVIOUSLY DESCRIBED AS SOUTH 89°24'00" WEST), ALONG THE SOUTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF SAID TEN MILE ROAD, TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 10.047 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN TEN MILE ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.



RECEIVED

MAY 17 2012

TREASURER  
CITY OF NOVI

MAINTENANCE AND GUARANTEE BOND

Bond #: 0587104

The undersigned, TOLL MI II LIMITED PARTNERSHIP, A Limited Partnership owned by wholly-owned subsidiaries of Toll Brothers, Inc., "Principal," whose address is 250 Gibraltar Road, Horsham, PA 19044, and INTERNATIONAL FIDELITY INSURANCE COMPANY, "Surety," whose address is 2570 Boulevard of the Generals, Norristown, PA 19043, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Twenty Five Thousand Two Hundred Sixty and 00/100 Dollars (\$25,260.00) 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 street paving within the City of Novi, shown on plans, dated February 10, 2012 ("Improvements").

The Principal, for a period of two (2) year(s) after said improvements and installations are accepted formally as a public right-of-way through City Council resolution by the City of Novi, 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 and Surety at their respective addresses as stated in this Bond. Principal and Surety consent to such service on their employees and/or agents.

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

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

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 and Surety under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as 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 and Surety within fourteen (14) days of discovery of the defect.

It is a further condition of this Bond that the Principal and Surety 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 and Surety on the dates indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is May 14, 2012.

PRINCIPAL: TOLL MI II, LIMITED PARTNERSHIP  
BY: TOLL MI GP CORP., GENERAL PARTNER

Date: 5.14.2012

WITNESS:

Marilee S. Steinhilber  
MARILEE S. STEINHILBER

Michael Noles

By: MICHAEL NOLES  
Its: VICE PRESIDENT

SURETY: INTERNATIONAL FIDELITY INSURANCE  
COMPANY

Date: May 14, 2012

WITNESS:

Arlene Ostroff  
Arlene Ostroff, Witness

Daniel P. Dunigan  
By: Daniel P. Dunigan  
Its: Attorney-in-Fact

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

JOSEPH W. KOLOK, JR., BRIAN C. BLOCK, DANIEL P. DUNIGAN, RICHARD J. DECKER,  
WILLIAM F. SIMKISS

Paoli, PA.

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

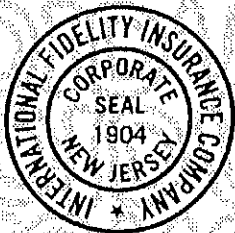
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice-President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



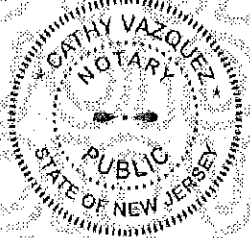
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October, 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey, the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14TH day of MAY, 2012

Assistant Secretary

**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
 ONE NEWARK CENTER, 20<sup>TH</sup> FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2011

ASSETS

Bonds (Amortized Value) .....	\$49,681,081
Common Stocks (Market Value) .....	57,533,888
Mortgage Loans on Real Estate .....	155,200
Cash & Bank Deposits .....	104,817,510
Other Invested Assets .....	398,030
Unpaid Premiums & Assumed Balances .....	10,382,729
Reinsurance Recoverable from Reinsurers .....	1,513,768
Electronic Data Processing Equipment .....	466,371
Investment Income Due and Accrued .....	427,584
Current Federal & Foreign Income Tax Recoverable & Interest Thereon.....	691,915
Net Deferred Tax Assets .....	5,500,000
Health Care (\$ _____) and other amounts receivable .....	139,513
Other Assets .....	<u>2,367,412</u>
<b>TOTAL ASSETS .....</b>	<b><u>\$234,075,001</u></b>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses) .....	\$13,364,296
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses (Schedule F, Part I, Column 6) .....	502,347
Loss Adjustment Expenses .....	4,260,327
Contingent Commissions & Other Similar Charges .....	5,090,164
Other Expenses (Excluding Taxes, Licenses and Fees) .....	3,200,395
Taxes, Licenses & Fees (Excluding Federal Income Tax) .....	953,118
Unearned Premiums .....	36,507,172
Dividends Declared & Unpaid: Policyholders .....	500,000
Ceded Reinsurance Premiums Payable .....	3,809,996
Funds Held by Company under Reinsurance Treaties .....	1,031
Amounts Withheld by Company for Account of Others .....	71,654,569
Provisions for Reinsurance .....	1,043
Payable to Parent, Subsidiaries and Affiliates .....	169,155
Other Liabilities .....	<u>6,975</u>
<b>TOTAL LIABILITIES .....</b>	<b><u>\$140,020,588</u></b>
Common Capital Stock .....	\$1,500,000
Gross Paid-in & Contributed Surplus .....	374,600
Surplus Note .....	16,000,000
Unassigned Funds (Surplus) .....	77,044,997
Less: Treasury Stock at cost (19,226 shares common) (value incl. \$45.) .....	<u>865,185</u>
<b>Surplus as Regards Policyholders .....</b>	<b><u>\$94,054,412</u></b>
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS .....</b>	<b><u>\$234,075,000</u></b>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2011, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24<sup>th</sup> day of February, 2012.  
 INTERNATIONAL FIDELITY INSURANCE COMPANY

*(Handwritten Signature)*