



CITY of NOVI CITY COUNCIL

**Agenda Item H
November 9, 2015**

SUBJECT: Acceptance of the Taft Knolls II subdivision streets and adoption of a New Street Resolution accepting Sedra Court and a portion of Danyas Way as public, adding 0.19 miles of roadway to the City's street system.

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

CITY MANAGER APPROVAL: *PA*

BACKGROUND INFORMATION:

The Taft Knolls II Condominium Association, as the entity in control of the common elements of the condominium, has requested the dedication of Sedra Court and the portion of Danyas Way located within the Taft Knolls II Condominium. The Association also requests that the City of Novi accept these streets as public assets as contemplated on the approved site plan. The right-of-way width for each of the above proposed streets is sixty (60) feet (see attached map). The development is located south of Eleven Mile Road and east of Taft road.

The streets in Taft Knolls II 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 (October 20, 2015 letter from Beth Saarela, attached). According to the city's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker & Associates, Inc. January 9, 2015, attached). The attached resolution satisfies the Michigan Department of Transportation requirement for adding 0.19 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of the Taft Knolls II subdivision streets and adoption of a New Street Resolution accepting Sedra Court and a portion of Danyas Way as public, adding 0.19 miles of roadway to the City's street system.

| | 1 | 2 | Y | N |
|-------------------------------|---|---|---|---|
| Mayor Gatt | | | | |
| Council Member Burke | | | | |
| Council Member Casey | | | | |
| Council Member Markham | | | | |

| | 1 | 2 | Y | N |
|------------------------------|---|---|---|---|
| Council Member Mutch | | | | |
| Council Member Staudt | | | | |
| Council Member Wrobel | | | | |

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**TAFT KNOLLS II CONDOMINIUM
Daynas Way and Sedra 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 November 9, 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 Daynas Way and Sedra 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 2007.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Daynas Way and Sedra 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 9th day of November, 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

Taft Knolls II

Street Acceptance and Dedication



Map Author: A. Wayne
 Date: November 2, 2015
 Project:
 Version #:
 Amended By:
 Date:
 Department:

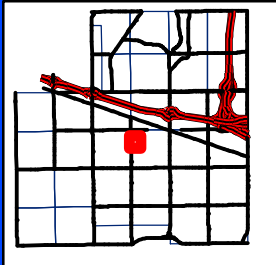
MAP INTERPRETATION NOTICE

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.

Legend

Right of Way

- Dedicated
- Prescriptive
- Private



City of Novi

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



1 inch = 207 feet





AFFIDAVIT towards ACCEPTANCE OF STREETS

Project Name: Taft Knolls II
Phase: 2 Location: City of Novi, Oakland County, Michigan
Successor Developer/Affiant: Bank of Ann Arbor
Address: 125 S. Fifth Avenue, Ann Arbor, MI 48104
Contact: James Haeussler

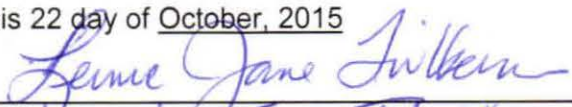

Being first duly sworn, states as follows:

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:


James G. Haeussler, Authorized Agent

Subscribed and sworn to before me this 22 day of October, 2015



Notary Public in and for the County of Washtenaw, Michigan
My Commission expires: 7-9-2018

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

Inspector's Name: TEJ MADDAMS Signature:  Date: 10/29/15

Firm: SOA



January 9, 2015

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

**Re: Taft Knolls Phase 2
Site Work Final Approval**
Novi SP No.: JSP05-0034
SDA Job No.: NV06-207

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

October 20, 2015

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

**Re: Taft Knolls II
Review for Acceptance – Streets**

Dear Mr. Hayes:

We have received and reviewed the following documents Taft Knolls II:

- Warranty Deed (Association) – **Approved**
- Quit Claim Deed (Bank/Successor Developer) – **Approved**
- Bill of Sale for Paving (Bank/Successor Developer) - **Approved**
- Maintenance and Guarantee Bond (Paving) - **Approved**
- Title Information Report

We have the following comments regarding the above documents

Deeds for Roads

The Taft Knolls II Condominium Association, as the entity in control of the common elements of the Condominium, seeks to convey the interior roads serving condominium in accordance with the right to convey rights-of-way reserved in Article X, Section 4 of the Master Deed for Taft Knolls II. Bank of Ann Arbor, the Successor Developer, has quitclaimed any remaining interest it may have in the roads to the Condominium. The Warranty Deed and Quit Claim 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 a letter of credit and is acceptable. The total amount of the Bond has been approved by engineering. Generally, the terms of a maintenance and guarantee bond require Successor 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

October 20, 2015

Page 2

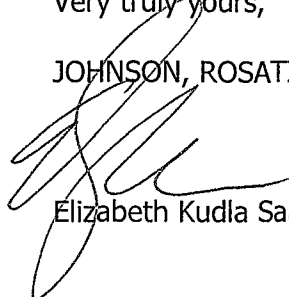
Once accepted by City Council, the Warranty Deed for roads should be tax certified and recorded with Oakland County Records, along with the Quit Claim Deed. The Bill of Sale, Title Report, and Association Resolution approving the dedication should be retained in the City's file.

It should be noted that all comments set forth in this review letter are subject to additional comments from the City's consulting engineer with respect to the scope and location of the easements identified in the Exhibits.

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

- C: Maryanne Cornelius, Clerk (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)
- Aaron Staup, Construction Engineering Coordinator (w/ Enclosures)
- Sarah Marchioni, Building Permit Coordinator (w/ Enclosures)
- Adam Wayne, Construction Engineer (w/ Enclosures)
- Sue Troutman, City Clerk's Office (w/ Enclosures)
- Jeffrey Gedeon, Taft Knolls II Condominium Association (w/Enclosures)
- Dawn Prescott, Bank of Ann Arbor (w/Enclosures)
- James R. Beuche, Esquire (w/Enclosures)
- Thomas R. Schultz, Esquire (w/ Enclosures)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the Taft Knolls II Condominium Association, a Michigan nonprofit corporation, whose address is 25458 Danyas Way, Novi MI, 48375, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, in accordance with the rights reserved in Article X, Section 4 of the Taft Knolls II Master Deed, recorded at Liber 37796, Page 699, Oakland County Records, the following described premises situated in the City of Novi for right-of-way purposes, 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).

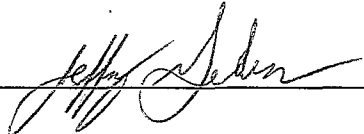
THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

Dated this 12 day of October, 2015.

Signed by:

ASSOCIATION,

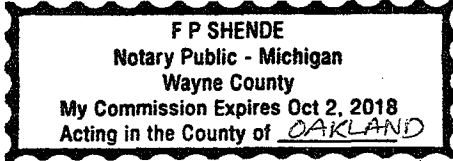
TAFT KNOLLS II CONDOMINIUM
a Michigan nonprofit corporation,

By: JEFFREY GEDEON 
Its President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12th day of October, 2015 by Jeffrey Gedeon, the President of Taft Knolls II Condominium Association, a Michigan nonprofit corporation, on its behalf.

J.P. Shende

Michigan 

Notary Public
Wayne County,
My Commission Expires: Oct-2, 2018

| | | |
|---|---|---|
| When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 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 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 |
|---|---|---|

Part of Tax Parcel No. _____

Job No. _____ Recording Fee _____ Transfer Tax _____

Road Right of Way Description

Part of Lot 5 of MUNRO SUBDIVISION being a part of the West ½ of the Northwest ¼ of Section 22, T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan as recorded in Liber 61 of Plats, page 26, Oakland County Records being more particularly described as:

Commencing at the Northwest corner of said Section 22; thence S. 01° 07' 00" W. 1523.01 feet along the West line of said Section 22 said line also being the centerline of Taft Road (½ = 60 feet wide); thence S. 87° 28' 57" E. 860.24 feet along the North line of said Lot 5 to the POINT OF BEGINNING; thence continuing S. 87° 28' 53" E. 60.00 feet; thence 100.15 feet along the arc of a curve to the left having a radius of 200.00 feet a central angle of 28° 41' 31" and a long chord bearing S. 11° 49' 38" E. 99.11 feet; thence S. 26° 10' 24" E. 50.08 feet; thence 130.21 feet along the arc of a curve to the right having a radius of 260.00 feet a central angle of 28° 41' 37" and a long chord bearing S. 11° 49' 35" E. 128.85 feet; thence S. 02° 31' 14" W. 65.13 feet; thence N. 87° 28' 50" W. 60.00 feet; thence N. 02° 31' 14" E. 65.13 feet; thence 100.16 feet along the arc of a curve to the left having a radius of 200.00 feet a central angle 28° 41' 37" and a long chord bearing N. 11° 49' 35" W. 99.12 feet; thence N. 26° 10' 24" W. 50.08 feet; thence 45.72 feet along the arc of a curve to the right having a radius of 260.00 feet a central angle of 10° 04' 33" and a long chord bearing N. 21° 08' 07" W. 45.66 feet; thence 32.22 feet along the arc of a curve to the right having a radius of 260.00 feet a central angle of 07° 06' 01" and a long chord bearing S. 88° 58' 10" W. 32.20 feet; thence N. 87° 28' 49" W. 50.13 feet; thence 113.91 feet along the arc of a curve having a radius of 200.00 feet a central angle of 32° 37' 53" and a long chord bearing S. 76° 27' 41" W. 112.37 feet; thence S. 60° 08' 44" W. 53.25 feet; thence 146.92 feet along the arc of a curve to the right having a radius of 260.00 feet a central angle of 32° 22' 36" and a long chord bearing S. 76° 20' 02" W. 144.97 feet; thence N. 87° 28' 40" W. 128.27 feet; thence 44.24 feet along the arc of a curve to the left having a radius of 42.00 feet a central angle of 60° 21' 15" and a long chord bearing S. 62° 20' 43" W. 42.22 feet; thence 340.25 feet along the arc of a curve to the right having a radius of 70.00 feet a central angle of 278° 29' 40" and a long chord bearing N. 08° 35' 04" W. 91.39 feet; thence 30.41 feet along the arc of a curve to the left having a radius of 42.00 feet a central angle of 41° 28' 42" and a long chord bearing S. 70° 04' 36" E. 29.75 feet; thence 15.15 feet along the arc of a curve to the right having a radius of 260.00 feet a central angle of 03° 20' 17" and a long chord bearing S. 89° 08' 48" E. 15.15 feet; thence S. 87° 28' 40" E. 138.86 feet; thence 113.02 feet along the arc of a curve to the left having a radius of 200.00 feet a central angle of 32° 22' 36" and a long chord bearing N. 76° 20' 02" E. 111.52 feet; thence N. 60° 08' 44" E. 53.25 feet; thence 147.93 feet along the arc of a curve to the right having a radius of 260.00 feet a central angle of N. 76° 26' 44" E. 145.95 feet; thence S. 87° 28' 49" E. 50.00 feet; thence 19.68 feet along the arc of a curve to the left having a radius of 200.00 feet a central angle of 05° 38' 13" and a long chord bearing N. 89° 42' 04" E. 19.67 feet; and thence 24.06 feet along the arc of a curve to the right having a radius of 260.00 feet a central angle of 05° 18' 07" and a long chord bearing N. 00° 07' 56" W. 24.05 feet to the POINT OF BEGINNING.

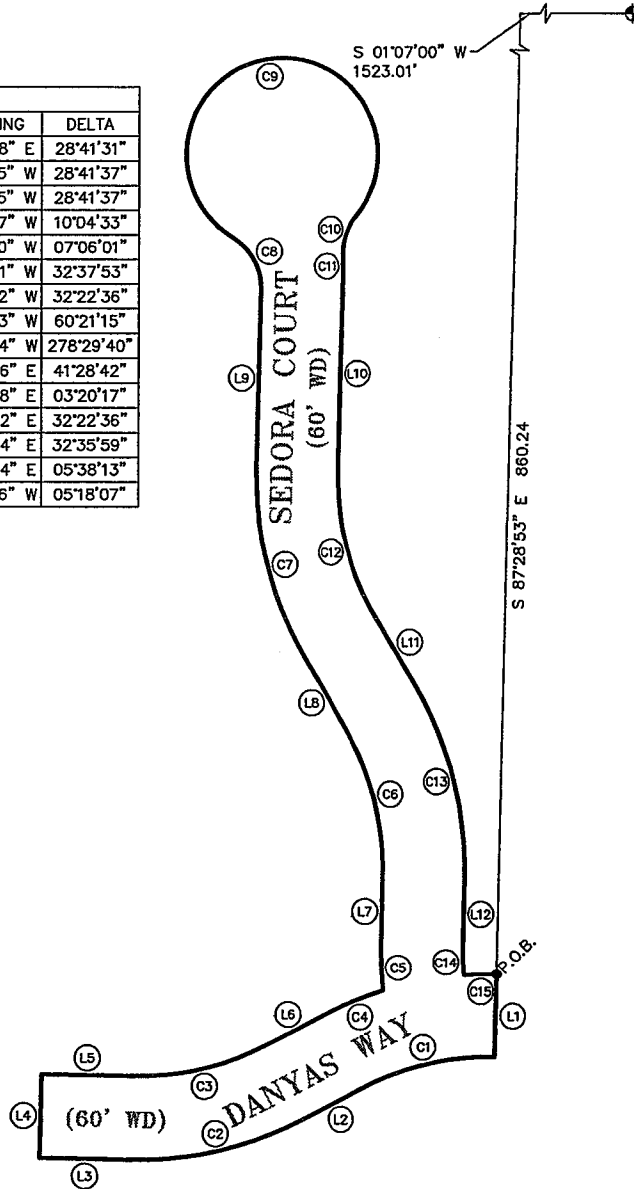
SKETCH OF ROAD RIGHT OF WAY



NORTHWEST CORNER
SECTION 22
T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY

| CURVE TABLE | | | | | |
|-------------|---------|---------|---------|---------------|------------|
| CURVE | LENGTH | RADIUS | CHORD | CH. BEARING | DELTA |
| C1 | 100.15' | 200.00' | 99.11' | S 11°49'38" E | 28°41'31" |
| C2 | 130.21' | 260.00' | 128.85' | N 11°49'35" W | 28°41'37" |
| C3 | 100.16' | 200.00' | 99.12' | N 11°49'35" W | 28°41'37" |
| C4 | 45.72' | 260.00' | 45.66' | N 21°08'07" W | 10°04'33" |
| C5 | 32.22' | 260.00' | 32.20' | S 88°58'10" W | 07°06'01" |
| C6 | 113.91' | 200.00' | 112.37' | S 76°27'41" W | 32°37'53" |
| C7 | 146.92' | 260.00' | 144.97' | S 76°20'02" W | 32°22'36" |
| C8 | 44.24' | 42.00' | 42.22' | S 62°20'43" W | 60°21'15" |
| C9 | 340.25' | 70.00' | 91.39' | N 08°35'04" W | 278°29'40" |
| C10 | 30.41' | 42.00' | 29.75' | S 70°04'36" E | 41°28'42" |
| C11 | 15.15' | 260.00' | 15.15' | S 89°08'48" E | 03°20'17" |
| C12 | 113.02' | 200.00' | 111.52' | N 76°20'02" E | 32°22'36" |
| C13 | 147.93' | 260.00' | 145.95' | N 76°26'44" E | 32°35'59" |
| C14 | 19.68' | 200.00' | 19.67' | N 89°42'04" E | 05°38'13" |
| C15 | 24.06' | 260.00' | 24.05' | N 00°07'56" W | 05°18'07" |

| LINE TABLE | | |
|------------|---------------|---------|
| LINE | BEARING | LENGTH |
| L1 | S 87°28'53" E | 60.00' |
| L2 | S 26°10'24" E | 50.08' |
| L3 | S 02°31'14" W | 65.13' |
| L4 | N 87°28'50" W | 60.00' |
| L5 | N 02°31'14" E | 65.13' |
| L6 | N 26°10'24" W | 50.08' |
| L7 | N 87°28'49" W | 50.13' |
| L8 | S 60°08'44" W | 53.25' |
| L9 | N 87°28'40" W | 128.27' |
| L10 | S 87°28'40" E | 138.86' |
| L11 | N 60°08'44" E | 53.25' |
| L12 | S 87°28'49" E | 50.00' |



LEGAL DESCRIPTION

SEE ATTACHED



8495 N. TERRITORIAL RD.
PLYMOUTH, MI 48170

PHONE: (734) 416-9650
FAX: (734) 416-9657
www.glasurveyor.com

CLIENT:

TAFT KNOLLS II CONDO ASSOC.
C/O JEFF GREDEON
25458 DANYAS WAY
NOVI, MI 48375

DATE: 09/11/15
JOB NO.: 2760
FILE NO.: SITE PLANS

SCALE: 0' 100' 200'
1" = 100'



SHEET:
1 OF 2

DRAWN BY:
G.L.B.

NOTE: GLA SURVEYORS & ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR OWNER SUPPLIED BUILDING DIMENSIONS. BUILDER/CLIENT MUST VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.

QUITCLAIM DEED

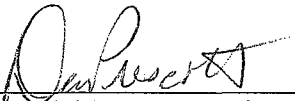
Bank of Ann Arbor, a Michigan banking corporation, whose address is 125 South Division, Ann Arbor, Michigan 48194, as successor by means of a foreclosure of Taft Knolls II, L.L.C. as the developer of Taft Knolls II, a Condominium according to the Master Deed recorded at Liber 37796, Page 699 of the Oakland County Records, quitclaims to the City of Novi, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described property located in the City of Novi. Oakland County, Michigan:

SEE ATTACHED LEGAL DESCRIPTIONS OF SENDRA COURT AND DANYAS WAY

for the consideration of \$1.00.


Dated: March 2, 2015

Bank of Ann Arbor

By: 
Dawn M. Prescott, Senior Vice President

Acknowledged before me in Washtenaw County, Michigan, on March 2, 2015 by Dawn M. Prescott, a Senior Vice President of Bank of Ann Arbor on behalf of Bank of Ann Arbor.

STEPHANIE NICHELLE HARRIGAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires March 23, 2018
Acting in the County of Washtenaw


Notary Public
Washtenaw County, Michigan

Drafted by:

James R. Beuche
Hooper Hathaway, P.C.
126 South Main Street
Ann Arbor, Michigan 48104

When recorded return to:

City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375
Attn: _____

Tax ID No. _____

Recording Fee: \$23.00

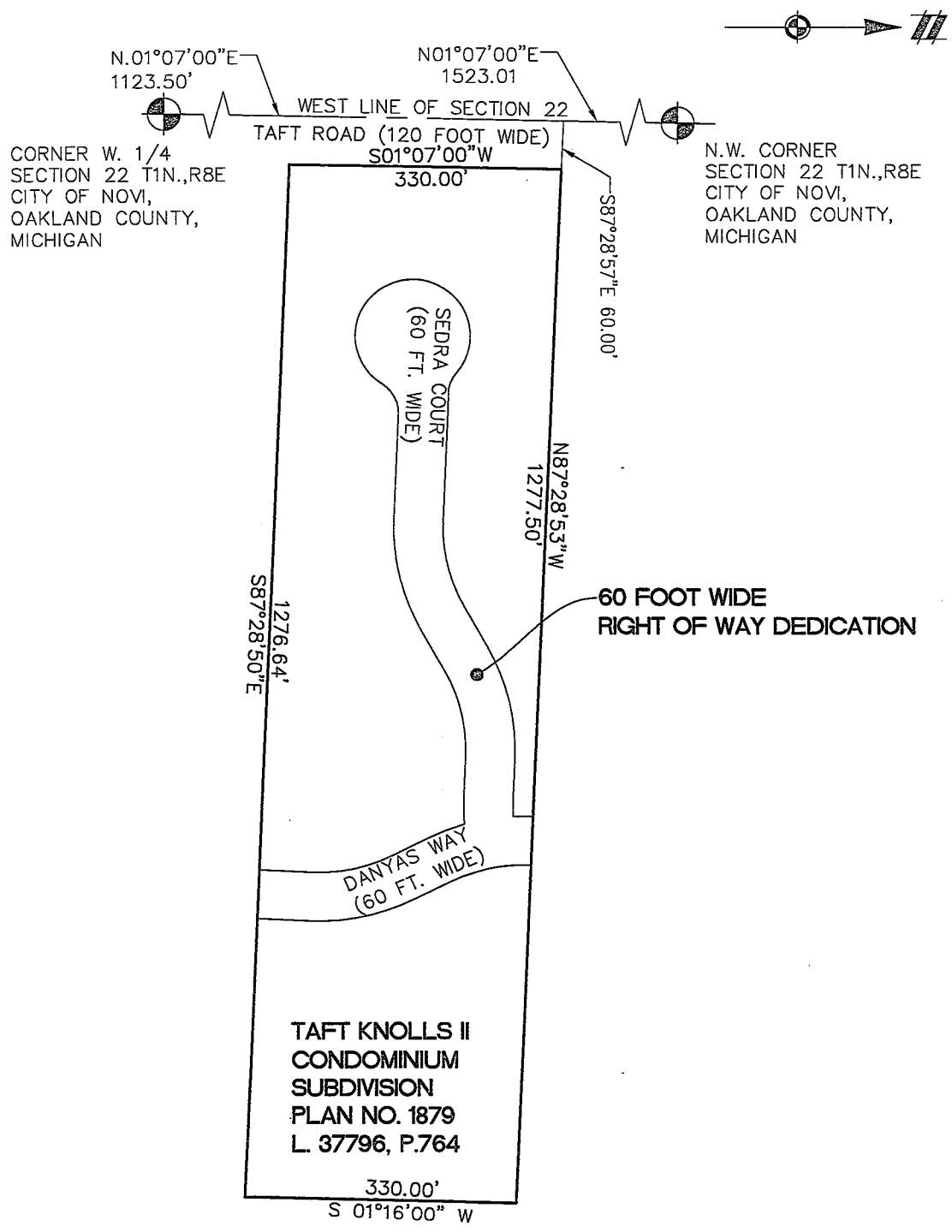
ATTACHMENT TO QUIT CLAIM DEED

LEGAL DESCRIPTION 60 FOOT WIDE ROAD RIGHT-OF-WAY DEDICATION

Commencing at the Southwest corner of Taft Knolls II Condominium Subdivision Plan No. 1879 as recorded in L.37796, P.764, Oakland County records, being part of Section 22, T.1N R.8E, City of Novi, Oakland County, Michigan; thence South 87°28'50" East, 872.69 feet along the Southerly line of said Condominium for a PLACE OF BEGINNING; thence North 02°31'14" East, 65.13 feet; thence 100.16 feet along a curve to the left, said curve having a radius of 200.00 feet, chord bearing and distance of North 11°49'35" West, 99.12 feet; thence North 26°10'24" West, 50.08 feet; thence 45.72 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of North 21°08'07" West, 45.66 feet; thence 32.22 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of South 88°58'10" West, 32.20 feet; thence North 87°28'49" West, 50.13 feet; thence 113.91 feet along a curve to the left, said curve having a radius of 200.00 feet, chord bearing and distance of South 76°27'41" West, 112.37 feet; thence South 60°08'44" West, 53.25 feet; thence 146.92 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of South 76°20'02" West, 144.97 feet; thence North 87°28'40" West, 128.27 feet; thence 44.24 feet along a curve to the left, said curve having a radius of 42.00 feet, chord bearing and distance of South 62°20'43" West, 42.22 feet; thence 340.24 feet along a curve to the right, said curve having a radius of 70.00 feet, chord bearing and distance of North 08°35'04" West, 91.39 feet; thence 30.41 feet along a curve to the left, said curve having a radius of 42.00 feet, chord bearing and distance of South 70°04'36" East, 29.75 feet; thence 15.15 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of South 89°08'48" East, 15.15 feet; thence South 87°28'40" East, 138.86 feet; thence 113.02 feet along a curve to the left, said curve having a radius of 200.00 feet, chord bearing and distance of North 76°20'02" East, 111.52 feet; thence North 60°08'44" East, 53.25 feet; thence 147.93 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of North 76°26'44" East, 145.95 feet; thence South 87°28'49" East, 50.00 feet; thence 19.68 feet along a curve to the left, said curve having a radius of 200.00 feet, chord bearing and distance of North 89°42'04" East, 19.67 feet; thence 24.08 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of North 00°07'56" West, 24.05 feet; thence South 87°28'53" East, 60.00 feet; thence 100.17 feet along a curve to the left, said curve having a radius of 200.00 feet, chord bearing and distance of South 11°49'38" East, 99.11 feet; thence South 26°10'24" East, 50.08 feet; thence 130.21 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of South 11°49'35" East, 128.85 feet; thence South 02°31'14" West, 65.12 feet; thence North 87°28'50" West, 60.00 feet, to the Place of Beginning, containing 1.589 acres.

| LINE TABLE | | |
|------------|----------|---------------|
| LINE # | DISTANCE | BEARING |
| L1 | 65.13 | N02° 31' 14"E |
| L2 | 50.08 | N26° 10' 24"W |
| L3 | 50.13 | N87° 28' 49"W |
| L4 | 53.25 | S60° 08' 44"W |
| L5 | 128.27 | N87° 28' 40"W |
| L6 | 138.86 | S87° 28' 40"E |
| L7 | 53.25 | N60° 08' 44"E |
| L8 | 50.00 | S87° 28' 49"E |
| L9 | 60.00 | S87° 28' 53"E |
| L10 | 50.08 | S26° 10' 24"E |
| L11 | 65.12 | S02° 31' 14"W |
| L12 | 60.00 | N87° 28' 50"W |

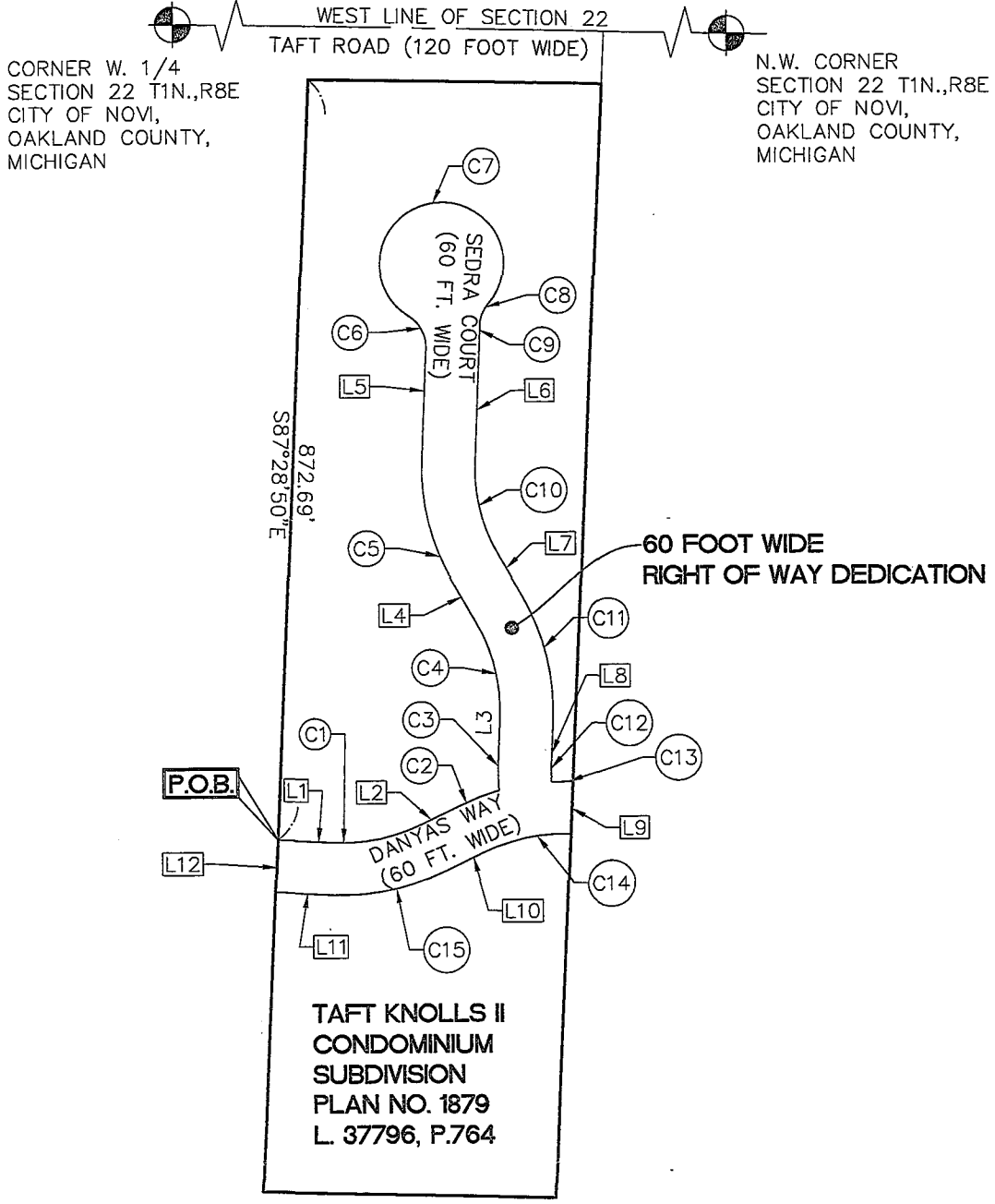
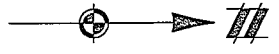
| CURVE TABLE | | | | |
|-------------|----------------|---------------|------------|--------|
| CURVE # | CHORD DISTANCE | CHORD BEARING | ARC LENGTH | RADIUS |
| C1 | 99.12 | N11° 49' 35"W | 100.16 | 200.00 |
| C2 | 45.66 | N21° 08' 07"W | 45.72 | 260.00 |
| C3 | 32.20 | S88° 58' 10"W | 32.22 | 260.00 |
| C4 | 112.37 | S76° 27' 41"W | 113.91 | 200.00 |
| C5 | 144.97 | S76° 20' 02"W | 146.92 | 260.00 |
| C6 | 42.22 | S62° 20' 43"W | 44.24 | 42.00 |
| C7 | 91.39 | N08° 35' 04"W | 340.24 | 70.00 |
| C8 | 29.75 | S70° 04' 36"E | 30.41 | 42.00 |
| C9 | 15.15 | S89° 08' 48"E | 15.15 | 260.00 |
| C10 | 111.52 | N76° 20' 02"E | 113.02 | 200.00 |
| C11 | 145.95 | N76° 26' 44"E | 147.93 | 260.00 |
| C12 | 19.67 | N89° 42' 04"E | 19.68 | 200.00 |
| C13 | 24.05 | N00° 07' 56"W | 24.08 | 260.00 |
| C14 | 99.11 | S11° 49' 38"E | 100.17 | 200.00 |
| C15 | 128.85 | S11° 49' 35"E | 130.21 | 260.00 |



| | | |
|---|---|--|
| CLIENT PETERS BUILDING COMPANY | JOB: 15000234 DR. KMK BOOK XX SHEET 01 OF 04 FILE CODE: EA-01 | CAD: 15000234 EA-01 CH. LMD PG. XX DATE: 02-22-2015 |
| | RIGHT OF WAY DEDICATION EXHIBIT TAFT KNOLLS II CONDOMINIUM SECTION 22 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN | |
| SCALE: 1 INCH = 200 FEET | | |
| ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000 | | |

03-09-15 REV. PER CITY





CLIENT
PETERS BUILDING COMPANY

**RIGHT OF WAY DEDICATION
EXHIBIT**

TAFT KNOLLS II CONDOMINIUM

SECTION 22 TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:
1 INCH = 200 FEET

JOB: 15000234
DR. KMK
BOOK XX
SHEET 02 OF 04
FILE CODE: EA-01


CAD 15000234 EA-01
CH. LMD
PG. XX
DATE: 02-22-2015

ATWELL
866.850.4200 | www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

03-09-15 REV. PER CITY


**LEGAL DESCRIPTION
60 FOOT WIDE ROAD RIGHT-OF-WAY DEDICATION**

Commencing at the Southwest corner of Taft Knolls II Condominium Subdivision Plan No. 1879 as recorded in L.37796, P.764, Oakland County records, being part of Section 22, T.1N R.8E, City of Novi, Oakland County, Michigan; thence South 87°28'50" East, 872.69 feet along the Southerly line of said Condominium for a PLACE OF BEGINNING; thence North 02°31'14" East, 65.13 feet; thence 100.16 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°41'37" and a chord bearing and distance of North 11°49'35" West, 99.12 feet; thence North 26°10'24" West, 50.08 feet; thence 45.72 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 10°04'33" and a chord bearing and distance of North 21°08'07" West, 45.66 feet; thence 32.22 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 07°06'01" and a chord bearing and distance of South 88°58'10" West, 32.20 feet; thence North 87°28'49" West, 50.13 feet; thence 113.91 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 32°37'53" and a chord bearing and distance of South 76°27'41" West, 112.37 feet; thence South 60°08'44" West, 53.25 feet; thence 146.92 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 32°22'36" and a chord bearing and distance of South 76°20'02" West, 144.97 feet; thence North 87°28'40" West, 128.27 feet; thence 44.24 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 60°21'15" and a chord bearing and distance of South 62°20'43" West, 42.22 feet; thence 340.25 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 278°29'40" and a chord bearing and distance of North 08°35'04" West, 91.39 feet; thence 30.41 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 41°28'42" and a chord bearing and distance of South 70°04'36" East, 29.75 feet; thence 15.15 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 03°20'17" and a chord bearing and distance of South 89°08'48" East, 15.15 feet; thence South 87°28'40" East, 138.86 feet; thence 113.02 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 32°22'36" and a chord bearing and distance of North 76°20'02" East, 111.52 feet; thence North 60°08'44" East, 53.25 feet; thence 147.93 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 32°35'59" and a chord bearing and distance of North 76°26'44" East, 145.95 feet; thence South 87°28'49" East, 50.00 feet; thence 19.68 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 05°38'13" and a chord bearing and distance of North 89°42'04" East, 19.67 feet; thence 24.06 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 05°18'07" and a chord bearing and distance of North 00°07'56" West, 24.05 feet; thence South 87°28'53" East, 60.00 feet; thence 100.15 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°41'31" and a chord bearing and distance of South 11°49'38" East, 99.11 feet; thence South 26°10'24" East, 50.08 feet; thence 130.21 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 28°41'37" and a chord bearing and distance of South 11°49'35" East, 128.85 feet; thence South 02°31'14" West, 65.12 feet; thence North 87°28'50" West, 60.00 feet, to the Place of Beginning, containing 1.589 acres.

| | | |
|---|---|---|
| CLIENT PETERS BUILDING COMPANY RIGHT OF WAY DEDICATION EXHIBIT TAFT KNOLLS II CONDOMINIUM SECTION 22 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN SCALE: | JOB: 15000234 DR. KMK BOOK XX SHEET 03 OF 04 FILE CODE: EA-01 | CAD 15000234 EA-01 CH. LMD PG. XX DATE: 02-22-2015 |
| |  ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000 | |
| | 03-09-15 REV. PER CITY | |
| | (Empty space for additional notes or signatures) | |

| LINE TABLE | | |
|------------|----------|---------------|
| LINE # | DISTANCE | BEARING |
| L1 | 65.13 | N02° 31' 14"E |
| L2 | 50.08 | N26° 10' 24"W |
| L3 | 50.13 | N87° 28' 49"W |
| L4 | 53.25 | S60° 08' 44"W |
| L5 | 128.27 | N87° 28' 40"W |
| L6 | 138.86 | S87° 28' 40"E |
| L7 | 53.25 | N60° 08' 44"E |
| L8 | 50.00 | S87° 28' 49"E |
| L9 | 60.00 | S87° 28' 53"E |
| L10 | 50.08 | S26° 10' 24"E |
| L11 | 65.12 | S02° 31' 14"W |
| L12 | 60.00 | N87° 28' 50"W |

| CURVE TABLE | | | | | |
|-------------|--------|---------------|--------|--------|--------------|
| CURVE # | CHORD | CHORD BEARING | LENGTH | RADIUS | DELTA |
| C1 | 99.12 | N11° 49' 35"W | 100.16 | 200.00 | 28° 41' 37" |
| C2 | 45.66 | N21° 08' 07"W | 45.72 | 260.00 | 10° 04' 33" |
| C3 | 32.20 | S88° 58' 10"W | 32.22 | 260.00 | 07° 06' 01" |
| C4 | 112.37 | S76° 27' 41"W | 113.91 | 200.00 | 32° 37' 53" |
| C5 | 144.97 | S76° 20' 02"W | 146.92 | 260.00 | 32° 22' 36" |
| C6 | 42.22 | S62° 20' 43"W | 44.24 | 42.00 | 60° 21' 15" |
| C7 | 91.39 | N08° 35' 04"W | 340.25 | 70.00 | 278° 29' 40" |
| C8 | 29.75 | S70° 04' 36"E | 30.41 | 42.00 | 41° 28' 42" |
| C9 | 15.15 | S89° 08' 48"E | 15.15 | 260.00 | 03° 20' 17" |
| C10 | 111.52 | N76° 20' 02"E | 113.02 | 200.00 | 32° 22' 36" |
| C11 | 145.95 | N76° 26' 44"E | 147.93 | 260.00 | 32° 35' 59" |
| C12 | 19.67 | N89° 42' 04"E | 19.68 | 200.00 | 05° 38' 13" |
| C13 | 24.05 | N00° 07' 56"W | 24.06 | 260.00 | 05° 18' 07" |
| C14 | 99.11 | S11° 49' 38"E | 100.15 | 200.00 | 28° 41' 31" |
| C15 | 128.85 | S11° 49' 35"E | 130.21 | 260.00 | 28° 41' 37" |

| | | |
|--|---|---------------------|
| CLIENT PETERS BUILDING COMPANY RIGHT OF WAY DEDICATION EXHIBIT TAFT KNOLLS II CONDOMINIUM SECTION 22 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN | JOB: 15000234 | CAD: 15000234 EA-01 |
| | DR. KMK | CH. LMD |
| | BOOK XX | PG. XX |
| | SHEET 04 OF 04 | DATE: 02-22-2015 |
| | FILE CODE: EA-01 | |
| SCALE: 1 INCH = 200 FEET |  ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000 | |


03-09-15 REV. PER CITY

BILL OF SALE - ROADS

Bank of Ann Arbor, a Michigan banking corporation, whose address is 125 South Division, Ann Arbor, Michigan 48194, as successor by means of a foreclosure of Taft Knolls II, L.L.C. as the developer of Taft Knolls II, a Condominium according to the Master Deed recorded at Liber 37796, Page 699 of the Oakland County Records (the "Condominium"), for the sum of \$1.00 One Dollar, quitclaims to the City of Novi, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan, all of the roads and pavement, including associated signs, traffic control devices, and sidewalks, located within the public rights-of-way in the Condominium as described in the attachment to this Bill of Sale and warrants to the City of Novi that it has not done, or allowed to be done, any act by which all or any part of the assets conveyed hereby have been encumbered.

Dated: March 2, 2015


Bank of Ann Arbor

By: 
Dawn M. Prescott, Senior Vice President

Acknowledged before me in Washtenaw County, Michigan, on March 2, 2015 by Dawn M. Prescott, a Senior Vice President of Bank of Ann Arbor on behalf of Bank of Ann Arbor.

My commission expires:

STEPHANIE NICHELLE HARRIGAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires March 23, 2018
Acting in the County of Washtenaw


Notary Public
Washtenaw County, Michigan

Drafted by:

James R. Beuche
Hooper Hathaway, P.C.
126 South Main Street
Ann Arbor, Michigan 48104

When recorded return to:

City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375
Attn: _____

Tax ID No. _____

Recording Fee: \$23.00

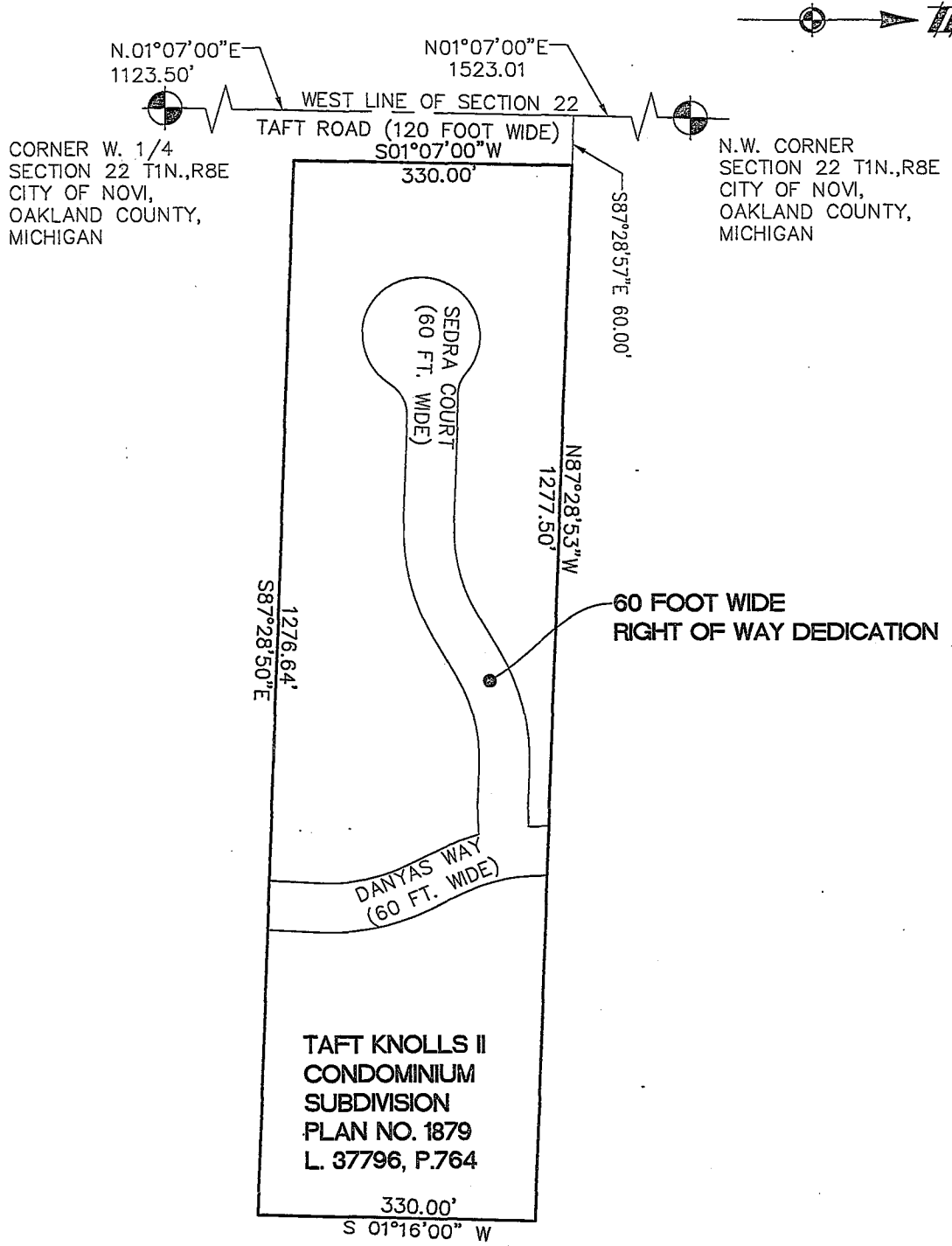
ATTACHMENT TO BILL OF SALE – ROADS

LEGAL DESCRIPTION 60 FOOT WIDE ROAD RIGHT-OF-WAY DEDICATION

Commencing at the Southwest corner of Taft Knolls II Condominium Subdivision Plan No. 1879 as recorded in L.37796, P.764, Oakland County records, being part of Section 22, T.1N R.8E, City of Novi, Oakland County, Michigan; thence South 87°28'50" East, 872.69 feet along the Southerly line of said Condominium for a PLACE OF BEGINNING; thence North 02°31'14" East, 65.13 feet; thence 100.16 feet along a curve to the left, said curve having a radius of 200.00 feet, chord bearing and distance of North 11°49'35" West, 99.12 feet; thence North 26°10'24" West, 50.08 feet; thence 45.72 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of North 21°08'07" West, 45.66 feet; thence 32.22 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of South 88°58'10" West, 32.20 feet; thence North 87°28'49" West, 50.13 feet; thence 113.91 feet along a curve to the left, said curve having a radius of 200.00 feet, chord bearing and distance of South 76°27'41" West, 112.37 feet; thence South 60°08'44" West, 53.25 feet; thence 146.92 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of South 76°20'02" West, 144.97 feet; thence North 87°28'40" West, 128.27 feet; thence 44.24 feet along a curve to the left, said curve having a radius of 42.00 feet, chord bearing and distance of South 62°20'43" West, 42.22 feet; thence 340.24 feet along a curve to the right, said curve having a radius of 70.00 feet, chord bearing and distance of North 08°35'04" West, 91.39 feet; thence 30.41 feet along a curve to the left, said curve having a radius of 42.00 feet, chord bearing and distance of South 70°04'36" East, 29.75 feet; thence 15.15 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of South 89°08'48" East, 15.15 feet; thence South 87°28'40" East, 138.86 feet; thence 113.02 feet along a curve to the left, said curve having a radius of 200.00 feet, chord bearing and distance of North 76°20'02" East, 111.52 feet; thence North 60°08'44" East, 53.25 feet; thence 147.93 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of North 76°26'44" East, 145.95 feet; thence South 87°28'49" East, 50.00 feet; thence 19.68 feet along a curve to the left, said curve having a radius of 200.00 feet, chord bearing and distance of North 89°42'04" East, 19.67 feet; thence 24.08 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of North 00°07'56" West, 24.05 feet; thence South 87°28'53" East, 60.00 feet; thence 100.17 feet along a curve to the left, said curve having a radius of 200.00 feet, chord bearing and distance of South 11°49'38" East, 99.11 feet; thence South 26°10'24" East, 50.08 feet; thence 130.21 feet along a curve to the right, said curve having a radius of 260.00 feet, chord bearing and distance of South 11°49'35" East, 128.85 feet; thence South 02°31'14" West, 65.12 feet; thence North 87°28'50" West, 60.00 feet, to the Place of Beginning, containing 1.589 acres.

| LINE TABLE | | |
|------------|----------|---------------|
| LINE # | DISTANCE | BEARING |
| L1 | 65.13 | N02° 31' 14"E |
| L2 | 50.08 | N26° 10' 24"W |
| L3 | 50.13 | N87° 28' 49"W |
| L4 | 53.25 | S60° 08' 44"W |
| L5 | 128.27 | N87° 28' 40"W |
| L6 | 138.86 | S87° 28' 40"E |
| L7 | 53.25 | N60° 08' 44"E |
| L8 | 50.00 | S87° 28' 49"E |
| L9 | 60.00 | S87° 28' 53"E |
| L10 | 50.08 | S26° 10' 24"E |
| L11 | 65.12 | S02° 31' 14"W |
| L12 | 60.00 | N87° 28' 50"W |

| CURVE TABLE | | | | |
|-------------|----------------|---------------|------------|--------|
| CURVE # | CHORD DISTANCE | CHORD BEARING | ARC LENGTH | RADIUS |
| C1 | 99.12 | N11° 49' 35"W | 100.16 | 200.00 |
| C2 | 45.66 | N21° 08' 07"W | 45.72 | 260.00 |
| C3 | 32.20 | S88° 58' 10"W | 32.22 | 260.00 |
| C4 | 112.37 | S76° 27' 41"W | 113.91 | 200.00 |
| C5 | 144.97 | S76° 20' 02"W | 146.92 | 260.00 |
| C6 | 42.22 | S62° 20' 43"W | 44.24 | 42.00 |
| C7 | 91.39 | N08° 35' 04"W | 340.24 | 70.00 |
| C8 | 29.75 | S70° 04' 36"E | 30.41 | 42.00 |
| C9 | 15.15 | S89° 08' 48"E | 15.15 | 260.00 |
| C10 | 111.52 | N76° 20' 02"E | 113.02 | 200.00 |
| C11 | 145.95 | N76° 26' 44"E | 147.93 | 260.00 |
| C12 | 19.67 | N89° 42' 04"E | 19.68 | 200.00 |
| C13 | 24.05 | N00° 07' 56"W | 24.08 | 260.00 |
| C14 | 99.11 | S11° 49' 38"E | 100.17 | 200.00 |
| C15 | 128.85 | S11° 49' 35"E | 130.21 | 260.00 |




CLIENT
PETERS BUILDING COMPANY

 RIGHT OF WAY DEDICATION
 EXHIBIT
 TAFT KNOLLS II CONDOMINIUM
 SECTION 22 TOWN 1 NORTH, RANGE 8 EAST
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN


 SCALE:
 1 INCH = 200 FEET

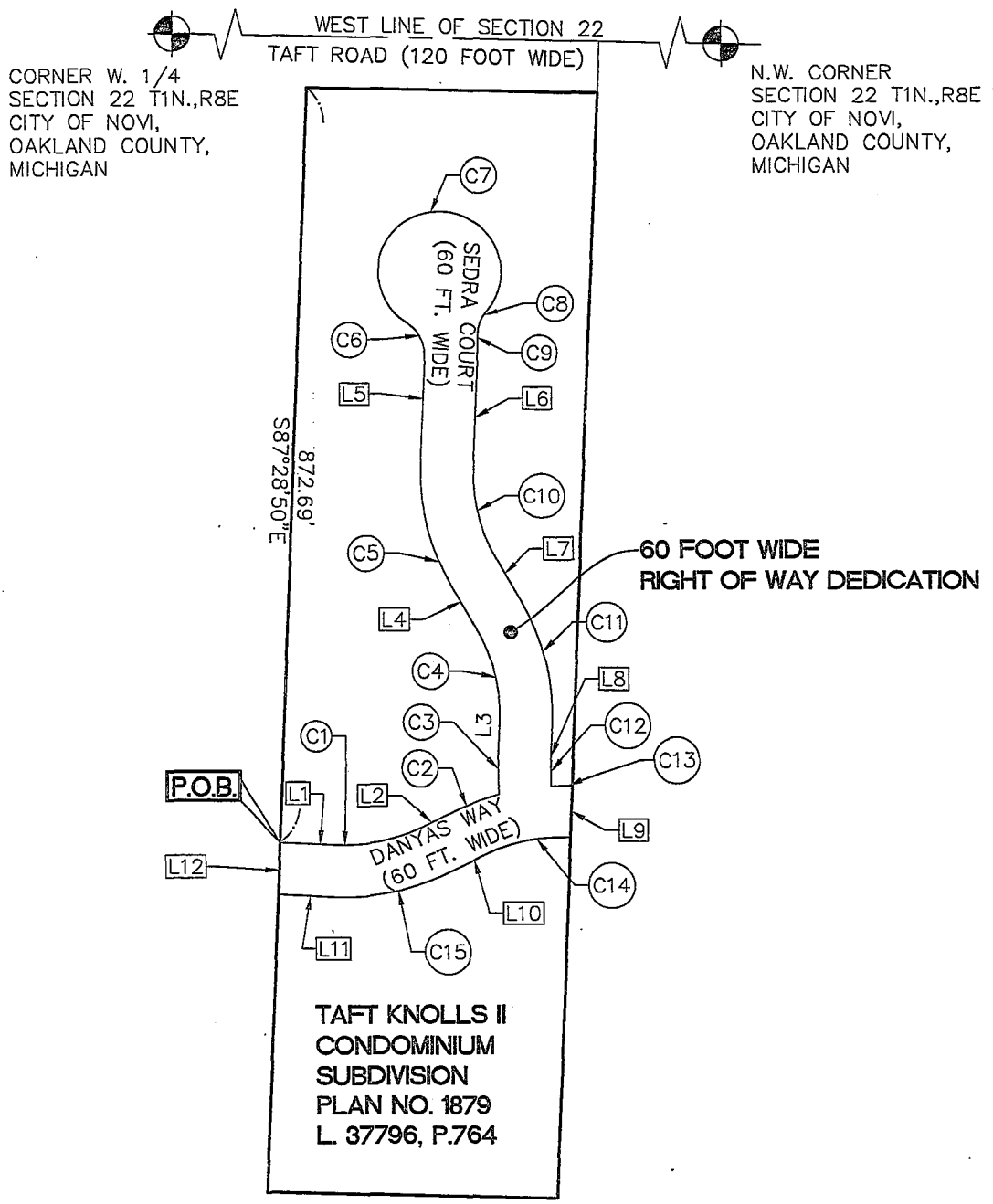
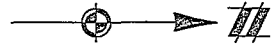
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|------------------|--------------------|
| JOB: 15000234 | CAD 15000234 EA-01 |
| DR. KMK | CH. LMD |
| BOOK XX | PG. XX |
| SHEET 01 OF 04 | DATE: 02-22-2015 |
| FILE CODE: EA-01 | |


ATWELL
 866.850.4200 | www.atwell-group.com
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 248.447.2000

03-09-15 REV. PER CITY

STATE OF MICHIGAN
 LISA M. DROUILLARE
 PROFESSIONAL SURVEYOR
 No. 46723
 LICENSED PROFESSIONAL SURVEYOR




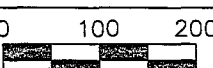


| | | |
|---|---|-----------------------|
| CLIENT PETERS BUILDING COMPANY | JOB: 15000234 | CAD 15000234 EA-01 |
| | DR. KMK | CH. LMD |
| RIGHT OF WAY DEDICATION EXHIBIT TAFT KNOLLS II CONDOMINIUM | BOOK XX | PG. XX |
| | SHEET 02 OF 04 | DATE: 02-22-2015 |
| SECTION 22 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN | FILE CODE: EA-01 | |
| SCALE: 1 INCH = 200 FEET | | |
| | ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000 | |

03-09-15 REV. PER. CITY

| LINE TABLE | | |
|------------|----------|---------------|
| LINE # | DISTANCE | BEARING |
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| L2 | 50.08 | N26° 10' 24"W |
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| L4 | 53.25 | S60° 08' 44"W |
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| L8 | 50.00 | S87° 28' 49"E |
| L9 | 60.00 | S87° 28' 53"E |
| L10 | 50.08 | S26° 10' 24"E |
| L11 | 65.12 | S02° 31' 14"W |
| L12 | 60.00 | N87° 28' 50"W |


| CURVE TABLE | | | | | |
|-------------|--------|---------------|--------|--------|--------------|
| CURVE # | CHORD | CHORD BEARING | LENGTH | RADIUS | DELTA |
| C1 | 99.12 | N11° 49' 35"W | 100.16 | 200.00 | 28° 41' 37" |
| C2 | 45.66 | N21° 08' 07"W | 45.72 | 260.00 | 10° 04' 33" |
| C3 | 32.20 | S88° 58' 10"W | 32.22 | 260.00 | 07° 06' 01" |
| C4 | 112.37 | S76° 27' 41"W | 113.91 | 200.00 | 32° 37' 53" |
| C5 | 144.97 | S76° 20' 02"W | 146.92 | 260.00 | 32° 22' 36" |
| C6 | 42.22 | S62° 20' 43"W | 44.24 | 42.00 | 60° 21' 15" |
| C7 | 91.39 | N08° 35' 04"W | 340.25 | 70.00 | 278° 29' 40" |
| C8 | 29.75 | S70° 04' 36"E | 30.41 | 42.00 | 41° 28' 42" |
| C9 | 15.15 | S89° 08' 48"E | 15.15 | 260.00 | 03° 20' 17" |
| C10 | 111.52 | N76° 20' 02"E | 113.02 | 200.00 | 32° 22' 36" |
| C11 | 145.95 | N76° 26' 44"E | 147.93 | 260.00 | 32° 35' 59" |
| C12 | 19.67 | N89° 42' 04"E | 19.68 | 200.00 | 05° 38' 13" |
| C13 | 24.05 | N00° 07' 56"W | 24.06 | 260.00 | 05° 18' 07" |
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| | | |
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| CLIENT PETERS BUILDING COMPANY RIGHT OF WAY DEDICATION EXHIBIT TAFT KNOLLS II CONDOMINIUM SECTION 22 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN | JOB: 15000234 DR. KMK BOOK XX SHEET 04 OF 04 FILE CODE: EA-01 | CAD 15000234 EA-01 CH. LMD PG. XX DATE: 02-22-2015 |
| |  ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000 | |
| | SCALE: 1 INCH = 200 FEET  | |
| | 0 100 200 | |

03-09-15 REV. PER CITY

**LEGAL DESCRIPTION
60 FOOT WIDE ROAD RIGHT-OF-WAY DEDICATION**

Commencing at the Southwest corner of Taft Knolls II Condominium Subdivision Plan No. 1879 as recorded in L.37796, P.764, Oakland County records, being part of Section 22, T.1N R.8E, City of Novi, Oakland County, Michigan; thence South 87°28'50" East, 872.69 feet along the Southerly line of said Condominium for a PLACE OF BEGINNING; thence North 02°31'14" East, 65.13 feet; thence 100.16 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°41'37" and a chord bearing and distance of North 11°49'35" West, 99.12 feet; thence North 26°10'24" West, 50.08 feet; thence 45.72 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 10°04'33" and a chord bearing and distance of North 21°08'07" West, 45.66 feet; thence 32.22 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 07°06'01" and a chord bearing and distance of South 88°58'10" West, 32.20 feet; thence North 87°28'49" West, 50.13 feet; thence 113.91 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 32°37'53" and a chord bearing and distance of South 76°27'41" West, 112.37 feet; thence South 60°08'44" West, 53.25 feet; thence 146.92 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 32°22'36" and a chord bearing and distance of South 76°20'02" West, 144.97 feet; thence North 87°28'40" West, 128.27 feet; thence 44.24 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 60°21'15" and a chord bearing and distance of South 62°20'43" West, 42.22 feet; thence 340.25 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 278°29'40" and a chord bearing and distance of North 08°35'04" West, 91.39 feet; thence 30.41 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 41°28'42" and a chord bearing and distance of South 70°04'36" East, 29.75 feet; thence 15.15 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 03°20'17" and a chord bearing and distance of South 89°08'48" East, 15.15 feet; thence South 87°28'40" East, 138.86 feet; thence 113.02 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 32°22'36" and a chord bearing and distance of North 76°20'02" East, 111.52 feet; thence North 60°08'44" East, 53.25 feet; thence 147.93 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 32°35'59" and a chord bearing and distance of North 76°26'44" East, 145.95 feet; thence South 87°28'49" East, 50.00 feet; thence 19.68 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 05°38'13" and a chord bearing and distance of North 89°42'04" East, 19.67 feet; thence 24.06 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 05°18'07" and a chord bearing and distance of North 00°07'56" West, 24.05 feet; thence South 87°28'53" East, 60.00 feet; thence 100.15 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°41'31" and a chord bearing and distance of South 11°49'38" East, 99.11 feet; thence South 26°10'24" East, 50.08 feet; thence 130.21 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 28°41'37" and a chord bearing and distance of South 11°49'35" East, 128.85 feet; thence South 02°31'14" West, 65.12 feet; thence North 87°28'50" West, 60.00 feet, to the Place of Beginning, containing 1.589 acres.

| | | |
|---|---|---|
| CLIENT PETERS BUILDING COMPANY RIGHT OF WAY DEDICATION EXHIBIT TAFT KNOLLS II CONDOMINIUM SECTION 22 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN SCALE: | JOB: 15000234 DR. KMK BOOK XX SHEET 03 OF 04 FILE CODE: EA-01 | CAD 15000234 EA-01 CH. LMD PG. XX DATE: 02-22-2015 |
| |  ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000 | |
| | | |
| | | |

03-09-15 REV. PER CITY



PLAN REVIEW CENTER REPORT

March 24, 2015

Engineering Review

Taft Knolls II

JSP05-0034

Petitioner

Bank of Ann Arbor

Review Type

Acceptance Document Review

Property Characteristics

- Site Location: West of Taft Road, south of 11 Mile Road
- Site Size: 9.68 acres

Recommendation

Approval of the submitted exhibit is recommended.

Comments:

1. Please note that the City of Novi is not responsible for any subsequent rejection by Oakland County of the submitted documents.

Right-of-Way Exhibit

2. Revised 03/09/15 – Approval recommended

Please contact Adam Wayne at (248) 735-5648 with any questions.

cc: Brian Coburn, Engineering
Barbara McBeth, Community Development
Beth Saarela, Johnson Rosati, Schultz, Joppich PC

RECEIVED MAR 26 2015

RECEIVED

BSMIS-0002

SEP 25 2015

JSP05-0034

TREASURER
CITY OF NOVI

ROAD
MAINTENANCE AND GUARANTEE BOND

The undersigned, Bank of Ann Arbor, a Michigan banking corporation, "Principal," whose address is 125 S. Fifth Ave, Ann Arbor, MI 48104, prior to or with the execution of this Maintenance and Guarantee Bond, has provided, or does provide to the City of Novi, security in the total amount of Twenty Three Thousand, Seven Hundred Seventy One dollars and 25/100 (\$23,771.25) to guarantee workmanship and materials with respect to the warranty of the streets for Taft Knolls II subdivision installed by the Principal (the "Improvements"). Such security has been posted in the form of irrevocable Letter of Credit No. 350241 issued by Bank of Ann Arbor ("Bank"), for which payment Principal and Bank bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

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

If the repairs directed by the City are not completed within the time specified in the notice, which shall not be less than thirty (30) days from service of the notice or as the weather permits, the City shall have the right to perform or secure the performance of the repairs, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to the Principal and drawn on its Letter of Credit which has been provided to the City.

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

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

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


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

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

The date of the last signature shall be considered the date of this Bond, which is September 25, 2015.

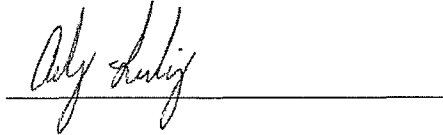
Date: September 25, 2015

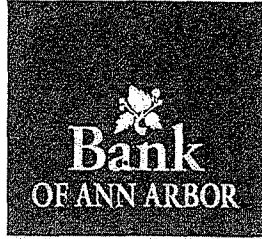
PRINCIPAL:


By: Dawn M. Prescott,
Senior Vice President

WITNESSES:







RECEIVED

BSM15-0002

SEP 25 2015

JSP05-0034

TREASURER
CITY OF NOVI

BENEFICIARY:
CITY OF NOVI- TREASURER'S OFFICE
45175 WEST TEN MILE ROAD
NOVI, MI 48375

ISSUANCE DATE:
SEPTEMBER 25, 2015

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 350241 IN YOUR FAVOR, FOR ACCOUNT OF BANK OF ANN ARBOR, 125 S. FIFTH AVENUE, ANN ARBOR, MICHIGAN 48104 FOR A SUM NOT EXCEEDING USD \$23,771.25 (TWENTY THREE THOUSAND SEVEN HUNDRED SEVENTY ONE AND 25/100) AVAILABLE BY YOUR DRAFT AT SIGHT ON BANK OF ANN ARBOR WHEN ACCOMPANIED BY:

YOUR SIGNED STATEMENT AS FOLLOWS: "WE CERTIFY THAT BANK OF ANN ARBOR HAS FAILED TO PERFORM OR COMPLY WITH CONDITIONS SPECIFIED BY THE CITY OF NOVI IN THE "ROAD MAINTENANCE AND GUARANTEE BOND" DATED SEPTEMBER 25, 2015 FOR THE WARRANTY OF THE STREETS IN TAFT KNOLLS II SUBDIVISION. THEREFORE, WE ARE ENTITLED TO DRAW IN THE AMOUNT OF USD\$ _____ UNDER BANK OF ANN ARBOR STANDBY LETTER OF CREDIT NO. 350241".

ALL DRAFTS DRAWN UNDER THIS CREDIT MUST BE MARKED "DRAWN UNDER BANK OF ANN ARBOR LETTER OF CREDIT NO. 350241".

THIS ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS THERETO MUST BE SUBMITTED TO US TOGETHER WITH ANY DRAWINGS HEREUNDER FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE YEAR FROM THE PRESENT OR ANY FUTURE ANNIVERSARY OF THE ISSUANCE DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE ANNIVERSARY DATE WE SHALL SEND TO YOU BY OVERNIGHT COURIER OR CERTIFIED MAIL OUR WRITTEN NOTICE THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. SAID NOTIFICATION WILL BE SENT TO THE ADDRESS INDICATED ABOVE, UNLESS A CHANGE OF ADDRESS IS OTHERWISE NOTIFIED BY YOU TO US IN WRITING BY RECEIPTED MAIL OR

125 SOUTH FIFTH AVE., ANN ARBOR, MI 48104 • TELEPHONE 734-662-1600 • FAX 734-662-0934

COURIER QUOTING OUR LETTER OF CREDIT NUMBER 350241 AND WILL BE DEEMED EFFECTIVE WHEN RECEIVED BY US.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS OF THE INTERNATIONAL CHAMBER OF COMMERCE, 2007 REVISION, PUBLICATION 600.

THIS LETTER OF CREDIT CANNOT BE ASSIGNED FOR VALID CONSIDERATION OR OTHERWISE, AND ANY ATTEMPT TO ASSIGN THIS LETTER OF CREDIT SHALL RENDER THE SAME VOID AND UNENFORCEABLE.

WE ENGAGE WITH YOU THAT EACH DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON DELIVERY OF THE DOCUMENTS AS SPECIFIED IF PRESENTED.

YOURS VERY TRULY,

A handwritten signature in cursive script, appearing to read "D. Prescott", written in black ink.

DAWN M. PRESCOTT
SENIOR VICE PRESIDENT
BANK OF ANN ARBOR



**VANGUARD TITLE
INSURANCE AGENCY**

PROPERTY STATUS REPORT

Certified to: 7/10/2015 at 8:00 AM

REFERENCE NO.: 77353 Rev 1
Loan No.

IMPORTANT NOTICE

THIS SEARCH IS NOT AN ABSTRACT OF TITLE OR OPINION OF TITLE, NOR DOES IT PROVIDE ANY TITLE INSURANCE COVERAGE. THE SEARCH IS FURNISHED TO THE APPLICANT FOR REFERENCE PURPOSES FOR THE APPLICANT'S USE ONLY. IT MAY NOT BE RELIED UPON AS EVIDENCE OF TITLE OR USED FOR DUE DILIGENCE INQUIRY UNDER ANY FEDERAL OR STATE ENVIRONMENTAL LEGISLATION. IF TITLE INSURANCE COVERAGE IS DESIRED, THE APPLICANT SHOULD REQUEST A COMMITMENT FOR A POLICY OF TITLE INSURANCE; IF INFORMATION IS NEEDED FOR DUE DILIGENCE INQUIRY, THE APPLICANT SHOULD REQUEST A RECORDED DOCUMENT GUARANTEE. BY REQUESTING AND ACCEPTING THIS SEARCH, WHICH IS FURNISHED AT A REDUCED RATE, THE APPLICANT AGREES THAT THE LIABILITY OF THE COMPANY FOR ERRORS AND/OR OMISSIONS HEREIN SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SEARCH.

APPARENT OWNER: Subject Property is a General Common Element of Taft Knolls II Condominium and as such is jointly owned by the unit owners and the Condominium Association as contemplated in the Master Deed.

Subject to the limitations stated herein, this search consists only of entries recorded in the real estate records in the Office of the Register of Deeds for Oakland County, State of Michigan, affecting land situated in the City of Novi, described as follows:

60 foot wide Road Right-Of-Way as described in Atwell survey Job No. 15000234

SUBJECT TO:

1. Rights of co-owners of Units in TAFT KNOLLS II CONDOMINIUM in general Common Elements and Limited Common Elements: terms, conditions, regulations, restrictions, charges, statutory liens and other matters set forth in The Master Deed recorded in Liber 37796, Page(s) 1879, Oakland County Records, any subsequent amendments thereto, the By-Laws of The Condominium Association, of Act 59 of the Public Acts of 1978, as amended; and easements of record affecting General Common Elements.


Common elements are burdened by various easements, right of ways, restrictions and agreements of record.

NO LIABILITY is assumed for any matters not specifically set forth herein.

Need assistance? Call Vanguard Customer Service at 586-799-4400 or email at customerservice@vgtitle.com

| LINE TABLE | | |
|------------|----------|---------------|
| LINE # | DISTANCE | BEARING |
| L1 | 65.13 | N02° 31' 14"E |
| L2 | 50.08 | N26° 10' 24"W |
| L3 | 50.13 | N87° 28' 49"W |
| L4 | 53.25 | S60° 08' 44"W |
| L5 | 128.27 | N87° 28' 40"W |
| L6 | 138.86 | S87° 28' 40"E |
| L7 | 53.25 | N60° 08' 44"E |
| L8 | 50.00 | S87° 28' 49"E |
| L9 | 60.00 | S87° 28' 53"E |
| L10 | 50.08 | S26° 10' 24"E |
| L11 | 65.12 | S02° 31' 14"W |
| L12 | 60.00 | N87° 28' 50"W |

| CURVE TABLE | | | | | |
|-------------|--------|---------------|--------|--------|--------------|
| CURVE # | CHORD | CHORD BEARING | LENGTH | RADIUS | DELTA |
| C1 | 99.12 | N11° 49' 35"W | 100.16 | 200.00 | 28° 41' 37" |
| C2 | 45.66 | N21° 08' 07"W | 45.72 | 260.00 | 10° 04' 33" |
| C3 | 32.20 | S88° 58' 10"W | 32.22 | 260.00 | 07° 06' 01" |
| C4 | 112.37 | S76° 27' 41"W | 113.91 | 200.00 | 32° 37' 53" |
| C5 | 144.97 | S76° 20' 02"W | 146.92 | 260.00 | 32° 22' 36" |
| C6 | 42.22 | S62° 20' 43"W | 44.24 | 42.00 | 60° 21' 15" |
| C7 | 91.39 | N08° 35' 04"W | 340.25 | 70.00 | 278° 29' 40" |
| C8 | 29.75 | S70° 04' 36"E | 30.41 | 42.00 | 41° 28' 42" |
| C9 | 15.15 | S89° 08' 48"E | 15.15 | 260.00 | 03° 20' 17" |
| C10 | 111.52 | N76° 20' 02"E | 113.02 | 200.00 | 32° 22' 36" |
| C11 | 145.95 | N76° 26' 44"E | 147.93 | 260.00 | 32° 35' 59" |
| C12 | 19.67 | N89° 42' 04"E | 19.68 | 200.00 | 05° 38' 13" |
| C13 | 24.05 | N00° 07' 56"W | 24.06 | 260.00 | 05° 18' 07" |
| C14 | 99.11 | S11° 49' 38"E | 100.15 | 200.00 | 28° 41' 31" |
| C15 | 128.85 | S11° 49' 35"E | 130.21 | 260.00 | 28° 41' 37" |

| | | |
|---|------------------|---|
| CLIENT PETERS BUILDING COMPANY | JOB: 15000234 | CAD: 15000234 EA-01 |
| | DR: KMK | CH: LMD |
| RIGHT OF WAY DEDICATION EXHIBIT TAFT KNOLLS II CONDOMINIUM SECTION 22 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN | BOOK: XX | PG: XX |
| | SHEET: 04 OF 04 | DATE: 02-22-2015 |
| | FILE CODE: EA-01 | |
| SCALE: 1 INCH = 200 FEET | 0 100 200 |  ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000 |
| | | |

03-09-15 REV. PER CITY

STATE OF MICHIGAN

SWORN STATEMENT

COUNTY OF Washtenaw

James G. Haeussler, being duly sworn deposes and says: That Peters Building Co. is the (owner)(contractor)(subcontractor) of/for an improvement to the following described real property situated in the County of Washtenaw, Michigan, described as follows:

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

| | DESCRIPTION OF WORK OR MATERIAL | NAME, ADDRESS & TELEPHONE NUMBER OF SUBCONTRACTOR, SUPPLIER, OR LABORER | ORIGINAL CONTRACT VALUE | ADJUSTED CONTRACT AMOUNT (+/-) | TOTAL AMOUNT PAID TO DATE |
|---------------|---------------------------------|---|-------------------------|--------------------------------|---------------------------|
| 1 | Site Work | Green Meadows, Cadillac Asphalt, Spartan Barracading | \$ 147,193.86 | | \$ 147,193.86 |
| 2 | Engineering | Metro Consulting | \$10,587.50 | | \$10,587.50 |
| 3 | Landscaping | Green Meadows | \$ 38,624.73 | | \$ 38,624.73 |
| 4 | Site Overhead & Supervision | PBC | \$ 31,280.00 | | \$ 31,280.00 |
| COLUMN TOTALS | | | \$ 227,686.09 | \$ | \$ 227,686.09 |

That he has not employed or procured material from, contracted or subcontracted with, any person or persons, firms, or corporations other than those below-mentioned, and owes no monies for the construction of said buildings or improvements other than the sums set forth hereinafter. 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.

That he makes the foregoing statement as the contractor for the purpose of representing to the owner or lessee of the aforementioned premises and his or her agents and the mortgagee and TITLE SOURCE that the aforementioned property is free from claims or construction liens, or the possibility of construction liens, except as specifically set forth below 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: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

DATED: 8/5/2015

DEPONENT:

DEPONENT PRINTED NAME: JAMES G. HAEUSSLER

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

Subscribed and sworn before me this 5th day of August, 2015, by

Lennie Jane Finkbeiner
Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County, Michigan
My Commission Expires: 07-9-2018


NO 1 SITE WORK

FULL UNCONDITIONAL WAIVER

My/our contract with Peters Building to provide
Asphalt paving and related work for the improvement of the property
described as: Taft Knolls

having been fully paid and satisfied, 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 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.


(signature of lien claimant)

Signed on: 8/7/15

Address: 51777 12 Mile
Wixom, MI 48393
Telephone: 248-380-3645

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

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 07/29/2015

License: 2102076832

To: Cadillac Asphalt, L.L.C.
51777 12 Mile Road
Wixom MI 48393

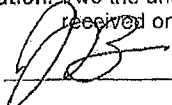
Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|-----------------|----------------|-----------------|-----------|----------|-----------------|
| Wearing crs-Taf | Wearing course | 4,810.00 | | | 4,810.00 |
| | | <u>4,810.00</u> | | | <u>4,810.00</u> |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____



Date: _____

7-29-15

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 12/31/2014

License: 2102076832

To: Spartan Barricading & Traffic
Control, Inc.
1560 Cedar St.
Holt MI 48842

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|---------------|---------------|-----------------|-----------|----------|-----------------|
| ✓ 115467-TAFT | TAFT KNOLLS 2 | 83.21 | | | 83.21 |
| ✓ 115468-TAFT | TAFT KNOLLS 2 | 2,098.80 | | | 2,098.80 |
| | | <u>2,182.01</u> | | | <u>2,182.01</u> |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: *John M. Wally* Date: 1-14-15

LINO 1 SITE WORK

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 01/09/2015

License: 2102076832

To: Spartan Barricading & Traffic
Control, Inc.
1560 Cedar St.
Holt MI 48842

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|-------------|---------------|-----------------|-----------|----------|---------------|
| 116204-TAFT | TAFT KNOLLS 2 | 106.00 | | | 106.00 |
| | | <u>106.00</u> | | | <u>106.00</u> |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____

[Handwritten Signature]

Date: _____

1-19-15

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 12/12/2014

License: 2102076832

To: Green Meadows Lawncare
and Landscaping
15843 Sheridan Road
Clinton MI 49236

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|-----------|---------------|------------------|-----------|----------|------------------|
| M349-TAFT | TAFT KNOLLS 2 | 15,287.80 | | | 15,287.80 |
| | | 15,287.80 | | | 15,287.80 |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____

Cheryl Owen

Date: _____

12.17.14

LIND 1 SITE WORK

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 10/03/2014

License: 2102076832

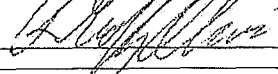
To: Green Meadows Lawncare
and Landscaping
15843 Sheridan Road
Clinton MI 49236

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|---------------|---------------|-----------------|-----------|----------|-----------------|
| M297-TAFTKNOL | TAFT KNOLLS 2 | 270.00 | | | 270.00 |
| M302-TAFTKNOL | TAFT KNOLLS | 1,100.00 | | | 1,100.00 |
| | | <u>1,370.00</u> | | | <u>1,370.00</u> |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed:  Date: 10/3/14

LINO 1 SITE WORK

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 12/19/2014

License: 2102076832

To: Green Meadows Lawncare
and Landscaping
15843 Sheridan Road
Clinton MI 49236

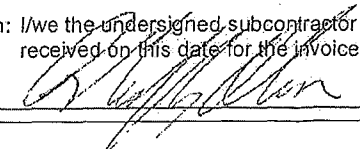
Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|-----------|---------------|-----------------|-----------|----------|------------|
| M354-TAFT | TAFT KNOLLS 2 | 13,775.00 | | | 13,775.00 |
| | | 13,775.00 | | | 13,775.00 |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____



Date: _____

12/19/14

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 12/31/2014

License: 2102076832

To: Green Meadows Lawncare
and Landscaping
15843 Sheridan Road
Clinton MI 49236

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|-----------|---------------|-----------------|-----------|----------|-----------------|
| M348-TAFT | TAFT KNOLLS 2 | 6,448.16 | | | 6,448.16 |
| | | <u>6,448.16</u> | | | <u>6,448.16</u> |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____

Cheryl Oliver

Date: _____

1.5.15

LIND 1 SITE WORK

Peters Building Co.
P.O. Box 577
Satine, MI 48176
734-429-4200

Lien Waiver

Date: 01/16/2015

License: 2102076832

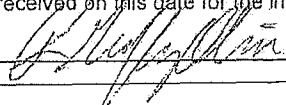
To: Green Meadows Lawncare
and Landscaping
15843 Sheridan Road
Clinton MI 49236

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|-----------|---------------|-----------------|-----------|----------|-----------------|
| M358-TAFT | TAFT KNOLLS 2 | 1,100.00 | | | 1,100.00 |
| | | <u>1,100.00</u> | | | <u>1,100.00</u> |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed:  Date: 1/16/14

LIVE 2 ENGINEERING

Peters Building Co.
P O Box 577
Saline MI 48176
734-429-4200

Lien Waiver

Date 03/06/2015

License 2102076832

To: Metro Consulting Associates
P.O. Box 1710
Belleville MI 48112-1710

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|--------------|---------------|-----------------|-----------|----------|-----------------|
| MCA4609-TAFT | TAFT KNOLLS 2 | 1,147.50 | | | 1,147.50 |
| | | <u>1,147.50</u> | | | <u>1,147.50</u> |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____

Date: 3/10/15

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 03/20/2015

License 2102076832

To: Metro Consulting Associates
P.O. Box 1710
Belleville MI 48112-1710

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|--------------|---------------|-----------------|-----------|----------|---------------|
| MCA4260-TAFT | TAFT KNOLLS 2 | 695.00 | | | 695.00 |
| | | <u>695.00</u> | | | <u>695.00</u> |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____

Date: 3/23/15

Peters Building Co.
P O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 12-06-2013

License 2102076832

To: Metro Consulting Associates
P.O. Box 1710
Belleville MI 48112-1710

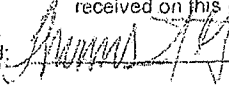
Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|---------------|----------------|-----------------|-----------|----------|------------|
| MCA2802-TAFTK | TAFT KNOLLS II | 1,065.00 | | | 1,065.00 |
| | | 1,065.00 | | | 1,065.00 |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed:



Date: 12-11-13

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 05/02/2014

License: 2102076832

To: Metro Consulting Associates
P.O. Box 1710
Belleville MI 48112-1710

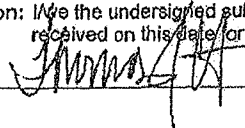
Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|---------------|---------------|-----------------|-----------|----------|-----------------|
| MCA3301-TAFTK | TAFT KNOLLS 2 | 2,200.00 | | | 2,200.00 |
| | | <u>2,200.00</u> | | | <u>2,200.00</u> |

Certification: We the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____



Date: _____

5.6.14

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 04/30/2014

License: 2102076832

To: Metro Consulting Associates
P.O. Box 1710
Belleville MI 48112-1710

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|---------------|---------------|-----------------|-----------|----------|-----------------|
| MCA3178-TAFTK | TAFT KNOLLS 2 | 2,400.00 | | | 2,400.00 ✓ |
| MCA3300-TAFTK | TAFT KNOLLS 2 | 1,300.00 | | | 1,300.00 ✓ |
| | | <u>3,700.00</u> | | | <u>3,700.00</u> |

Certification: We the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____

Date: _____

4.30.14

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 04/01/2014

License: 2102076832

To: Metro Consulting Associates
P.O. Box 1710
Belleville MI 48112-1710

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|---------------|---------------|-----------------|-----------|----------|------------|
| MCA3101-TAFTK | TAFT KNOLLS 2 | 400.00 | | | 400.00 |
| | | 400.00 | | | 400.00 |

Certification: I, the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: 

Date: 4.2.14

LINIS 2 BUSINESS

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 08/28/2014

License: 2102076832

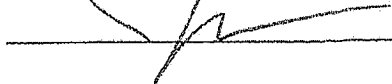
To: Metro Consulting Associates
P.O. Box 1710
Belleville MI 48112-1710

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|---------------|-------------|-----------------|-----------|----------|------------|
| MCA3635-TAFTK | TAFT KNOLLS | 1,380.00 | | | 1,380.00 |
| | | 1,380.00 | | | 1,380.00 |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed:  Date: 9/3/14

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 05/09/2014

License: 2102076832

To: Green Meadows Lawncare
and Landscaping
15843 Sheridan Road
Clinton MI 49236

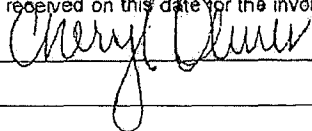
Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|---------------|---------------|-----------------|-----------|----------|-----------------|
| M242-TAFTKNOL | TAFT KNOLLS 2 | 2,560.00 | | | 2,560.00 |
| M249-TAFTKNOL | TAFT KNOLLS 2 | 540.00 | | | 540.00 |
| | | 3,100.00 | | | 3,100.00 |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____



Date: _____

5.13.14

LIVE 3 LANDSCAPING

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 08/06/2014

License: 2102076832

To: Green Meadows Lawncare
and Landscaping
15843 Sheridan Road
Clinton MI 49236

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|---------------|---------------|------------------|-----------|----------|------------------|
| M275-TAFT KNO | TAFT KNOLLS 2 | 27,949.73 | | | 27,949.73 |
| | | <u>27,949.73</u> | | | <u>27,949.73</u> |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____

Date: 8/6/14

LMO 3 LMO 4 LMO 5

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 07/30/2014

License: 2102076832

To: Green Meadows Lawncare
and Landscaping
15843 Sheridan Road
Clinton MI 49236

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|---------------|---------------|-----------------|-----------|----------|-----------------|
| M272-TAFT KNO | TAFT KNOLLS 2 | 275.00 | | | 275.00 |
| M284-TAFT KNO | TAFT KNOLLS 2 | 4,000.00 | | | 4,000.00 |
| M285-TAFT KNO | TAFT KNOLLS 2 | 1,100.00 | | | 1,100.00 |
| | | 5,375.00 | | | 5,375.00 |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: Cheryl Oliver Date: 8.7.14

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 10/17/2014

License: 2102076832

To: Green Meadows Lawncare
and Landscaping
15843 Sheridan Road
Clinton MI 49236

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|-----------|---------------|-----------------|-----------|----------|-----------------|
| M316-TAFT | TAFT KNOLLS 2 | 1,250.00 | | | 1,250.00 |
| | | <u>1,250.00</u> | | | <u>1,250.00</u> |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above.

Signed: _____

Cheryl Oliver

Date: _____

10.21.14

LINO 3 LANDSCAPING

Peters Building Co.
P.O. Box 577
Saline, MI 48176
734-429-4200

Lien Waiver

Date: 01/23/2015

License: 2102076832

To: Green Meadows Lawncare
and Landscaping
15843 Sheridan Road
Clinton MI 49236

Project: Taft Knolls 2
MI

Issued By: Lisa

| Invoice# | Description | Invoice Balance | Retention | Discount | Set to Pay |
|-----------|---------------|-----------------|-----------|----------|------------|
| M367-TAFT | TAFT KNOLLS 2 | 950.00 | | | 950.00 |
| | | 950.00 | | | 950.00 |

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named property for payment received on this date for the invoices listed above

Signed

Cheryl Oliver

Date:

1/28/15

LIEN WAIVER

PETERS BUILDING CO.
172 S INDUSTRIAL DRIVE
P.O. BOX 577
Saline, MI 4817

Date July 31, 2015

Issued By Elizabeth

TO: Peters Building Co.
172 S Industrial Drive
P.O. Box 577
Saline, MI 48176

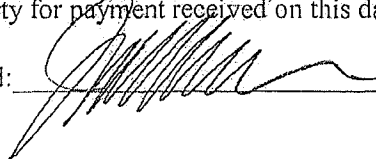
PROJECT: Taft Knolls 2
Novi, MI

| Invoice # | Description | Balance | Discount | Amount |
|-----------------|-------------|-----------|----------|-----------|
| PBC-Taft Knolls | Taft Knolls | 31,280.00 | | 31,280.00 |

Certification

I/we the undersigned subcontractor hereby release lien rights on the above name property for payment received on this date for the invoice listed above.

Signed: _____



Date: _____

7/31/15

Taft Knolls II Condominium Association

Re: Motion Summary

Motion Date: Sep. 30, 2015

Meeting Format & Participants: The Directors met virtually via email, with all directors participating.

Background Facts: The original Developer of the Taft Knolls II neighborhood along with the subsequent entities that later assumed the role of the Developer never transferred the road right-of-ways to the city. Development is completed and the homeowners elected a Board of Directors to manage the neighborhood in accordance with the master deed and bylaws. The right to transfer the road right-of-ways to the city falls on the Board. Surveyor Greg Ash was hired to develop a legal description of the property being transferred as well as to create a sketch thereof. The attorney for the city drafted the warranty deed based on the legal description.

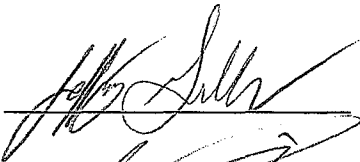
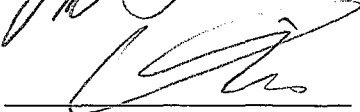
Purpose of Motion: This should be the final step for transferring the responsibility of the roads to the city. The city needs a formal motion to make our intent clear.

Motion Maker: Jeffrey Gedeon

Motion Language: According to the rights reserved in Article X, Section 4 of the Taft Knolls II Master Deed, I move that we convey and warrant the property described in the attached "Road Right of Way Description" and depicted in the attached "Sketch of Road Right of Way" to the City of Novi for right-of-way purposes.

Motion Result: Motion approved with all in favor

Acknowledge by:

| | | |
|------------------------------------|---|---------------------|
| <u>Jeffrey Gedeon as President</u> | <u></u> | <u>Oct. 9, 2015</u> |
| <u>Lian Tao</u> | <u></u> | <u>Oct. 9, 2015</u> |

Attachments: Copies of the emails