



CITY of NOVI CITY COUNCIL

**Agenda Item H
April 7, 2014**

SUBJECT: Acceptance of Bella Terra subdivision streets and adoption of Act 51 New Street Resolution accepting Torino Drive, Mondavi Drive, Almafai Court, Glades Court West, Glades Court East and Laurel Drive as public, adding 1.22 miles of roadway to the City's street system.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Pinnacle-Novu, LLC, developers for the Bella Terra Condominium (formerly known as Provincial Glades) has requested the dedication of Torino Drive, Mondavi Drive, Almafai Court, Glades Court West, Glades Court East, and Laurel Drive and also requests that the City of Novi accept these streets as public assets. The right-of-way widths for each of the above proposed streets are sixty (60) feet (see attached map). The development is located north of Nine Mile Road and east of Napier Road.

Bella Terra streets have been constructed in accordance with City Standards, and according to the City Attorney's office, the related acceptance documents are in a form so as to permit acceptance by Council (April 1, 2014 letter from Beth Saarela, attached). According to the city's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker & Associates, Inc. February 25, 2014 letter, attached). The attached resolution satisfies the Michigan Department of Transportation requirement for adding 1.22 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of Bella Terra subdivision streets and adoption of Act 51 New Street Resolution accepting Torino Drive, Mondavi Drive, Almafai Court, Glades Court West, Glades Court East and Laurel Drive as public, adding 1.22 miles of roadway to the City's street system.

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

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

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**BELLA TERRA CONDOMINIUM
Torino Drive, Mondavi Drive, Almafı Court, Glades Court West,
Glades Court East, and Laurel Drive**

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 April, 7, 2014, 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 Torino Drive, Mondavi Drive, Almafı Court, Glades Court West, Glades Court East, and Laurel 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 2005.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Torino Drive, Mondavi Drive, Almafı Court, Glades Court West, Glades Court East, and Laurel Drive 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 7th day of April, 2014, 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

Bella-Terra (f.k.a. Provincial Glades)

STREET ACCEPTANCE AND DEDICATION

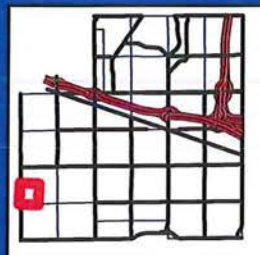


Map Author: Aaron J. Staup
 Date: February 24, 2014
 Project: Bella-Terra Condominiums
 Version #: 1

Torino Dr. = 1,054' Mondavi Dr. = 2,312'
 Almafí Ct. = 805' Glades Ct. W. = 902'
 Glades Ct. E. = 1,097' Laurel Dr. = 290'

MAP INTERPRETATION NOTICE

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



City of Novi

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



1 inch = 365 feet





SPALDING DeDECKER ASSOCIATES, INC.

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

February 25, 2014

Mr. Aaron Staup
Construction Engineering Coordinator
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Bella Terra (FKA: Provincial Glades)
Pavement & ROW Storm Sewer Recommendation for Acceptance
Novi SP No.: 03-0046
SDA Job No.: NV11-225**

Dear Mr. Staup:

Please be advised that the storm catch basins, sidewalk and pavement in the public right-of-way for the above referenced project have been repaired in accordance with the City of Novi Standards and Details under the observation of SDA. At this time SDA finds the roads and storm sewer within the right-of-way of the development to be acceptable.

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
Contract Administrator

cc: Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)
Sheila Weber, City of Novi – Bond Coordinator (e-mail)
Matthew Preisz, City of Novi – Construction Technician (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Paul Hotvedt, Pinnacle Homes (e-mail)
Bill Anderson, A-Team (e-mail)
SDA CE Job File

Engineering Consultants

Infrastructure • Land Development • Surveying



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

March 31, 2014

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

**Re: Bella Terra (formerly Provincial Glades) SP03-46
Utilities and Streets- Review for Acceptance**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following on-site documents for Bella Terra:

1. Water System Easement
2. Sanitary Sewer System Easement
3. Bill of Sale – Water
4. Bill of Sale - Sanitary Sewer
5. Warranty Deed – Nine Mile
6. Warranty Deed – Interior Roads
7. Maintenance and Guarantee Bond
8. Commitment for Title Insurance

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

Water and Sanitary Sewer System Easements

Pinnacle-Nov, LLC seeks to convey the on-site water and sanitary sewer system easements and corresponding Bills of Sale for the facilities serving the Bella Terra Development. We have reviewed and approve the format and language of the above Water and Sanitary System Easements and corresponding Bills of Sale, subject to approval of the exhibits by the City's Engineering Division.

The Maintenance and Guarantee bond for the water and sanitary sewer is in the City's standard format and is acceptable for the purpose of guaranteeing the water and sewer facilities against defects in materials and workmanship for two years from the date of acceptance.

Nine Mile ROW and Interior Roads

Pinnacle-Novu, LLC has provided the necessary Warranty Deeds to convey Nine Mile Road Right-of-Way adjacent to the development and all interior roads for public use and maintenance. A Bill of Sale has been provided for the interior road paving. The Maintenance and Guarantee Bond provided guarantees the paving on the interior roads to be free from defects in materials and workmanship for two years from the date of acceptance of the roads by City Council. Subject to approval of the legal descriptions by the City's Engineering Division, we recommend acceptance of the Right-of-Way for Nine Mile Road and the interior roads for the Bella Terra site condominium subdivision. The deeds may be placed on an upcoming City Council agenda for acceptance. Once accepted, they should be recorded with the County in the usual manner.

Upon the issuance of the Affidavit of Acceptance by the City, the Water and Sanitary Sewer System Easements should be recorded with the Oakland County Register of Deeds in the usual manner. The Commitment for Title Insurance, Maintenance and Guarantee Bond and Bills of Sale should be retained in the City's file.

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)
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)
Matt Preisz, Construction Technician (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
David Beschke, Landscape Architect (w/Enclosures)
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Bill Anderson, A-Team Associates (w/Enclosures)
Bradley F. Scobel, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

BILL OF SALE


KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Novi LLC, whose address is 28800 Orchard Lake Road, Suite 200, Farmington Hills, Michigan 48334, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the paving attached to or installed in the ground as a part of the roads described as follows:

(See Attached Exhibit "A")

The undersigned has executed these presents this 11th day of December, 2013.

Signed by

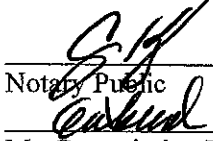
Pinnacle-Novi LLC,
a Michigan limited liability company

By: 
Howard Fingeroot

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 11 day of December, 2013, by Howard Fingeroot, on behalf of Pinnacle-Novi LLC, a Michigan limited liability company, on behalf of the Company.

CATHY KATZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 27 2018
SITING IN COUNTY OF Oakland


Notary Public
Oakland County, Michigan
My Commission Expires: May 27, 2016

Drafted by:
Elizabeth M. Kudla
34405 W. Twelve Mile Road
Farmington Hills, MI 48331

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

EXHIBIT A

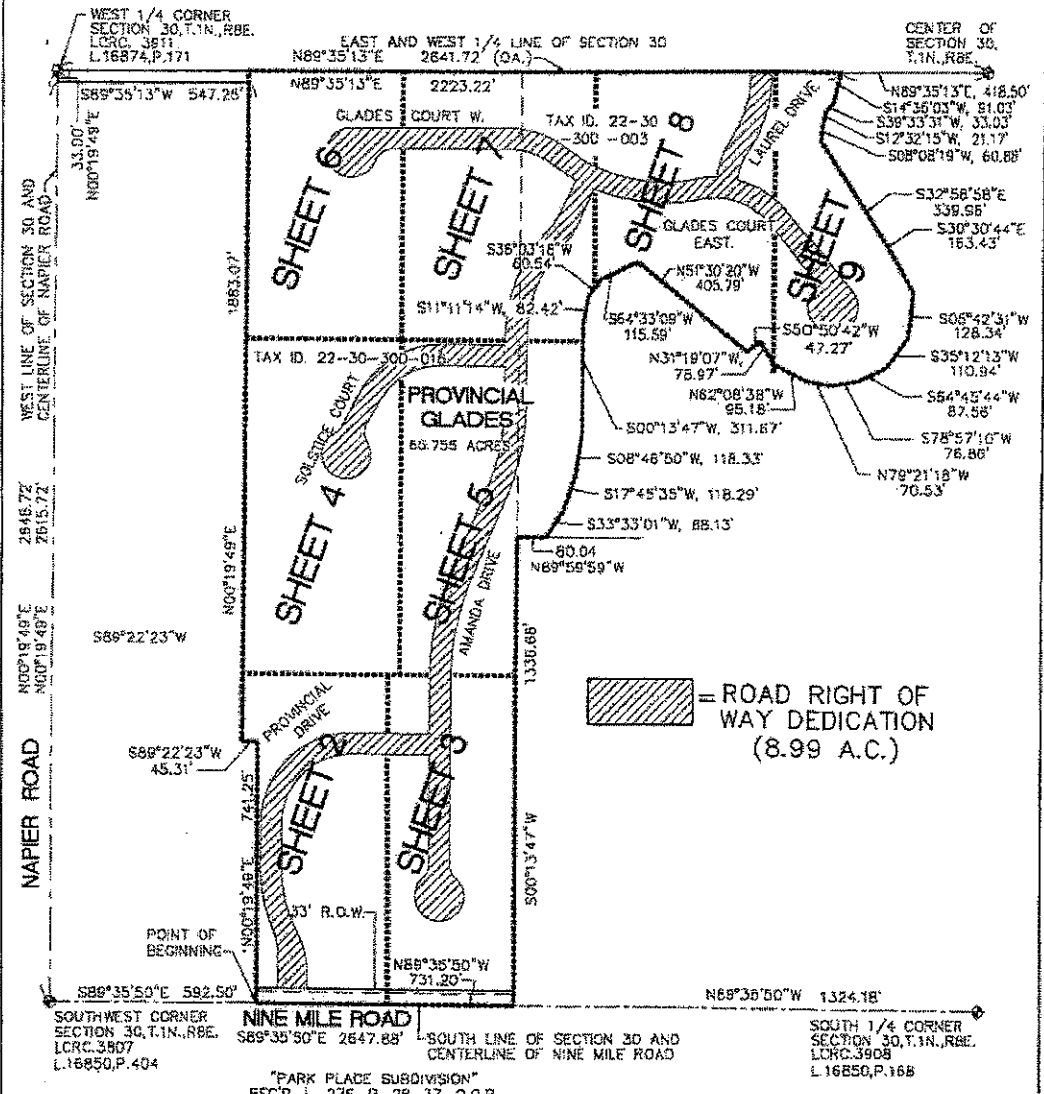
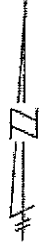
March 28, 2006
Job No. 03-012
"Provincial Glades" condominium

LEGAL DESCRIPTION ROAD RIGHT-OF-WAY DEDICATION

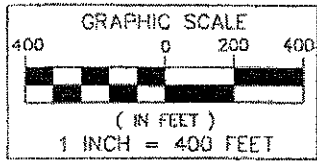
A part of the Southwest 1/4 of Section 30, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southwest Corner of said Section 30; thence South 89°35'50" East, 592.50 feet, along the South line of said Section 30 and the centerline of Nine Mile Road, (said line being the North line of "Park Place Subdivision", as recorded in Liber 276 of Plats, on Pages 28 through 37, Oakland County Records), to the Southwest corner of the Subject Parcel; thence North 00°19'49" East, 43.00 feet, along the Westerly line of the Subject Parcel; thence South 89°35'50" East, 60.92 feet, to the POINT OF BEGINNING; thence North 00°24'10" East, 92.83 feet; thence 81.50 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23°20'53", and a chord bearing and distance of North 11°16'17" West, 80.94 feet; thence 175.23 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 23°20'53", and a chord bearing and distance of North 11°16'17" West, 174.02 feet; thence North 00°24'10" East, 123.92 feet; thence 407.62 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 89°49'37", and a chord bearing and distance of North 45°18'58" East, 367.14 feet; thence South 89°46'13" East, 218.88 feet; thence North 00°13'47" East, 157.70 feet; thence 339.35 feet along a curve to the right, said curve having a radius of 860.00 feet, a central angle of 22°36'30", and a chord bearing and distance of North 11°32'02" East, 337.15 feet; thence North 22°50'17" East, 228.67 feet; thence 252.54 feet along a curve to the left, said curve having a radius of 640.00 feet, a central angle of 22°36'30", and a chord bearing and distance of North 11°32'02" East, 250.90 feet; thence North 00°13'47" East, 116.92 feet; thence North 89°46'13" West, 176.37 feet; thence 219.64 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 62°55'20", and a chord bearing and distance of South 58°46'07" West, 208.77 feet; thence South 27°18'27" West, 75.27 feet; thence 52.93 feet along a curve to the left, said curve having a radius of 51.00 feet, a central angle of 59°27'51", and a chord bearing and distance of South 02°25'29" East, 50.59 feet; thence 335.56 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 274°39'43", and a chord bearing and distance of North 74°49'33" West, 94.89 feet; thence 25.80 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 35°11'52", and a chord bearing and distance of North 44°54'23" East, 25.40 feet; thence North 27°18'27" East, 114.94 feet; thence 285.53 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 62°55'20", and a chord bearing and distance of North 58°46'07" East, 271.40 feet; thence South 89°46'13" East, 176.37 feet; thence North 00°13'47" East, 33.38 feet; thence 321.15 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 42°47'31", and a chord bearing and distance of North 21°37'33" East, 313.74 feet; thence 61.78 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 17°41'53", and a chord bearing and distance of North 34°10'21" East, 61.53 feet; thence North 25°19'25" East, 102.70 feet; thence 80.48 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 8°42'00", and a chord bearing and distance of North 57°04'54" West, 80.40 feet; thence 131.44 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 37°39'18", and a chord bearing and distance of North 71°33'33" West, 129.09 feet; thence South 89°36'48" West, 328.49 feet; thence 62.48 feet along a curve to the left, said curve having a radius of 51.00 feet, a central angle of 70°11'37", and a chord bearing and distance of South 54°30'59" West, 58.65 feet; thence 305.67 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 250°11'37", and a chord bearing and distance of North 35°29'01" West, 114.55 feet; thence North 89°36'48" East, 442.33 feet; thence 170.87 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 37°39'18", and a chord bearing and distance of South 71°33'33" East, 167.81 feet; thence 403.08 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of

49°08'18", and a chord bearing and distance of South 77°18'03" East, 390.84 feet; thence 58.20 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°49'34", and a chord bearing and distance of North 84°32'35" East, 58.08 feet; thence 116.00 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 25°33'48", and a chord bearing and distance of North 21°05'49" East, 115.04 feet; thence 191.36 feet along a curve to the left, said curve having a radius of 320.00 feet, a central angle of 34°15'47", and a chord bearing and distance of North 16°44'49" East, 188.52 feet; thence North 00°23'04" West, 11.22 feet, to the Northerly boundary of the Subject Parcel; thence North 89°35'13" East, 60.00 feet, along the Northerly boundary of the Subject Parcel; thence South 00°23'04" East, 11.25 feet; thence 227.24 feet along a curve to the right, said curve having a radius of 380.00 feet, a central angle of 34°15'47", and a chord bearing and distance of South 16°44'49" West, 223.87 feet; thence 88.47 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 25°20'37", and a chord bearing and distance of South 21°12'24" West, 87.75 feet; thence 166.25 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 36°38'09", and a chord bearing and distance of South 57°28'22" East, 163.43 feet; thence South 39°09'18" East, 289.71 feet; thence 309.58 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 253°23'54", and a chord bearing and distance of South 87°32'39" West, 112.25 feet; thence 53.80 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 73°23'54", and a chord bearing and distance of North 02°27'21" West, 50.20 feet; thence North 39°09'18" West, 182.38 feet; thence 218.92 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 62°42'54", and a chord bearing and distance of North 70°30'45" West, 208.15 feet; thence 314.03 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 33°56'55", and a chord bearing and distance of North 84°53'44" West, 309.46 feet; thence South 25°19'25" West, 102.70 feet; thence 80.31 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°41'53", and a chord bearing and distance of South 34°10'21" West, 79.99 feet; thence 276.34 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 42°47'31", and a chord bearing and distance of South 21°37'33" West, 269.96 feet; thence South 00°13'47" West, 210.31 feet; thence 276.21 feet along a curve to the right, said curve having a radius of 700.00 feet, a central angle of 22°36'30", and a chord bearing and distance of South 11°32'02" West, 274.42 feet; thence South 22°50'17" West, 228.67 feet; thence 315.67 feet along a curve to the left, said curve having a radius of 800.00 feet, a central angle of 22°36'30", and a chord bearing and distance of South 11°32'02" West, 313.63 feet; thence South 00°13'47" West, 531.40 feet; thence 36.65 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 49°59'41", and a chord bearing and distance of South 24°46'04" East, 35.50 feet; thence 342.07 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 279°59'22", and a chord bearing and distance of North 89°46'13" West, 90.00 feet; thence 36.65 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 49°59'41", and a chord bearing and distance of North 25°13'38" East, 35.50 feet; thence North 00°13'47" East, 313.70 feet; thence North 89°46'13" West, 218.88 feet; thence 313.56 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 89°49'37", and a chord bearing and distance of South 45°18'58" West, 282.42 feet; thence South 00°24'10" West, 123.92 feet; thence 185.57 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 28°44'10", and a chord bearing and distance of South 13°57'55" East, 183.63 feet; thence 130.40 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 28°44'10", and a chord bearing and distance of South 13°57'55" East, 129.04 feet; thence South 00°24'10" West, 39.62 feet; thence North 89°35'50" West, 86.00 feet, to the POINT OF BEGINNING. All of the above containing 8.99 acres.

EXHIBIT A



= ROAD RIGHT OF WAY DEDICATION (8.99 A.C.)



OVERALL SUBJECT PARCEL EXHIBIT AND SHEET INDEX
ROAD RIGHT-OF-WAY DEDICATION

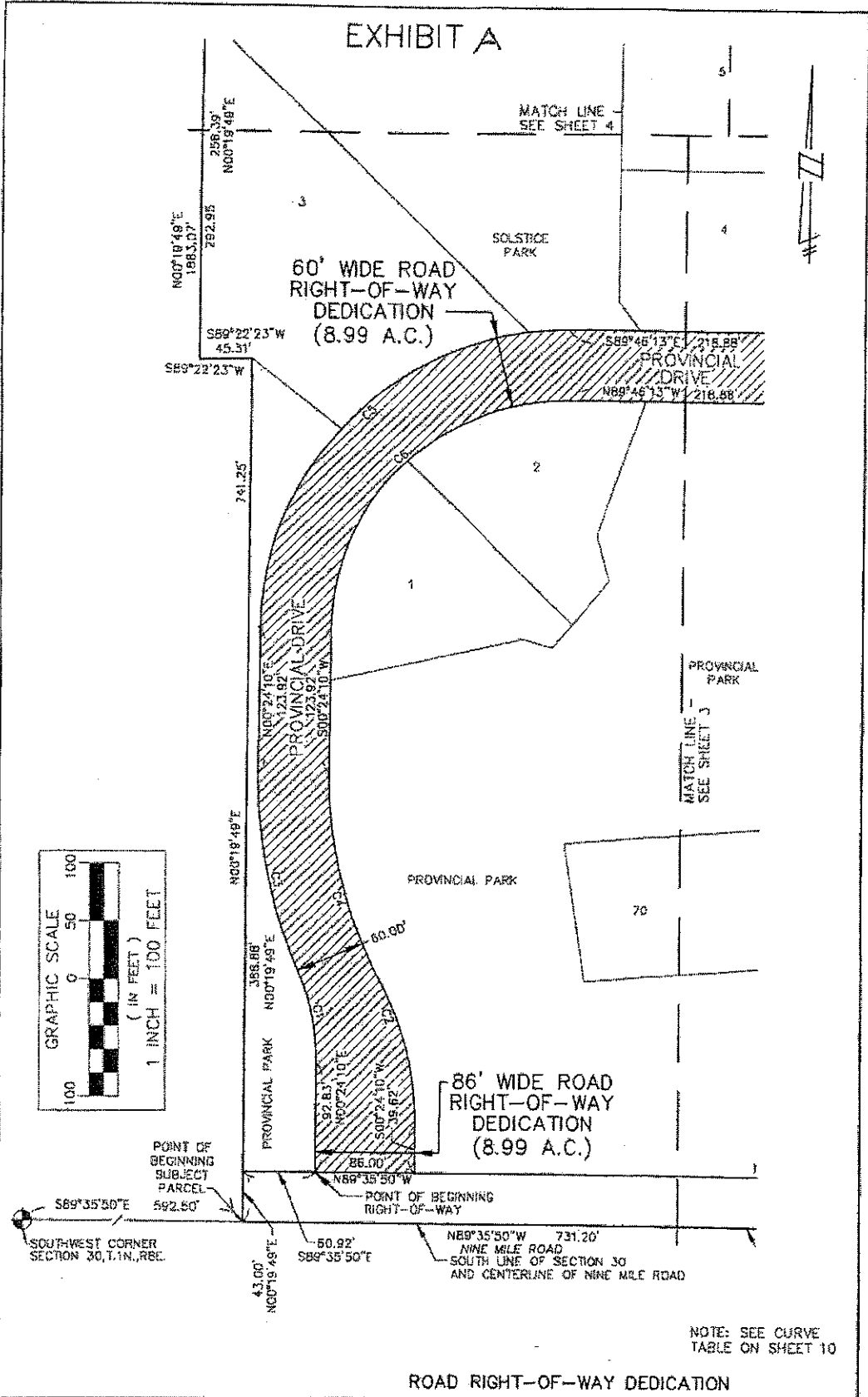
K:\P\03-0121\MISC\03-0121\DWG_329\2006.8-22-18 AM_300.dwg

ATWELL-HICKS
Engineering • Surveying • Planning
Environmental • Water/Wastewater
MICHIGAN ILLINOIS OHIO FLORIDA
40255 GRAND RIVER AVENUE SUITE 150 NOVY, MI 48375-2123
(248) 522-8300

PROVINCIAL GLADES
SECTION 30, T.1N., R.8E.,
CITY OF NOVY
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 400'
DATE:	3-27-2006
JOB NO.:	03-012
DWG FILE:	03-012E
DRAWN BY:	SRS, KAL
CHECK:	KAL
SHEET:	1 OF 10

EXHIBIT A



K:\P\105-0121-4\105-0121-012EE.dwg, 3/25/2006 8:23:50 AM, khaubert

ROAD RIGHT-OF-WAY DEDICATION



ATWELL-HICKS

Engineering • Surveying • Planning
Environmental • Water/Wastewater

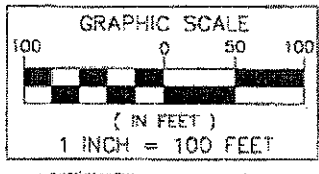
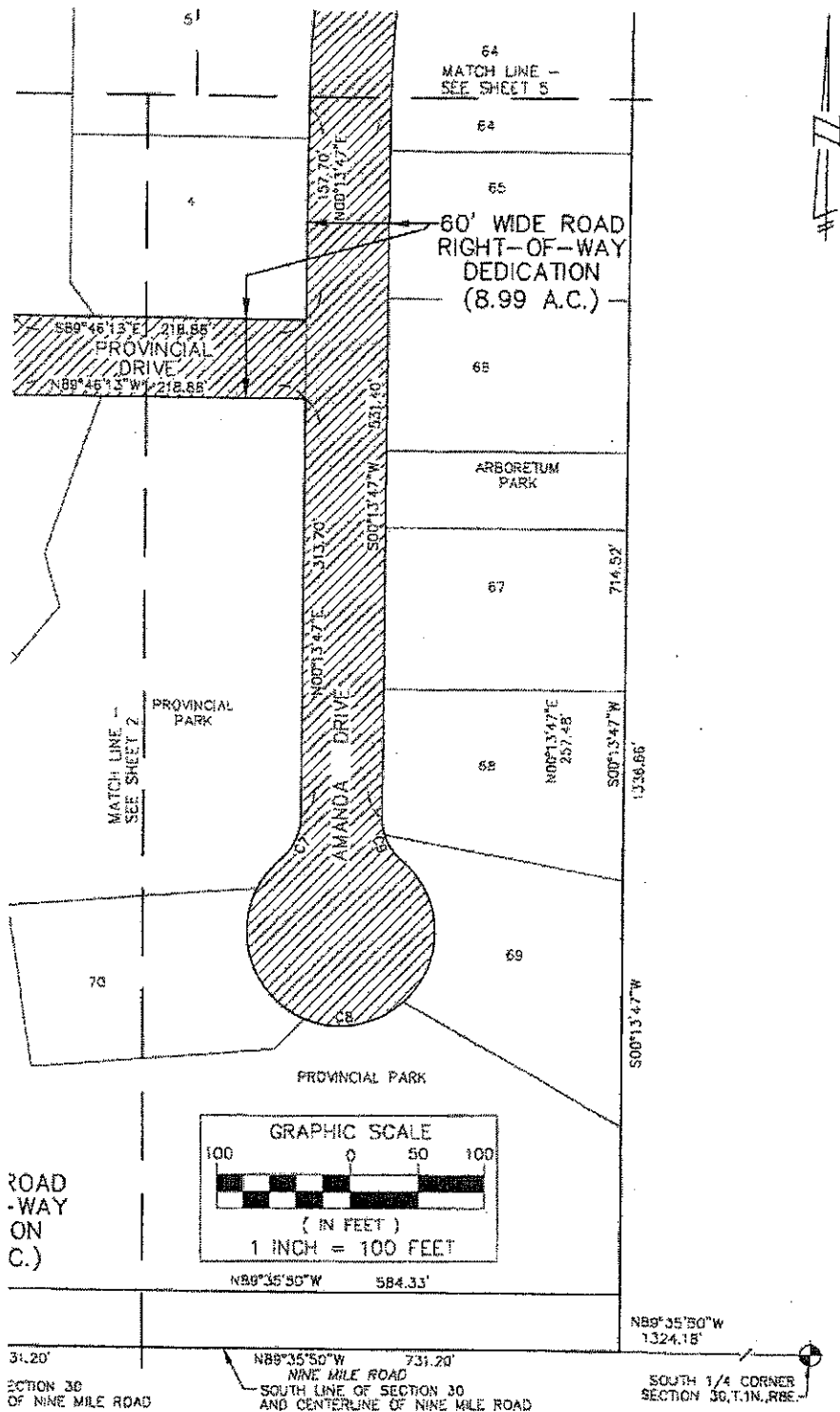
MICHIGAN ILLINOIS OHIO FLORIDA

40388 GRAND RIVER AVENUE, SUITE 100, NOVI, MI 48376-3223
(248) 625-8300

PROVINCIAL GLADES
SECTION 30, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	3-22-2006
JOB NO.:	02-012
DWG. NO.:	03-012EE
DRAWN BY:	SSS, KAJ
CHECK:	KAJ
SHEET:	2 OF 10

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION

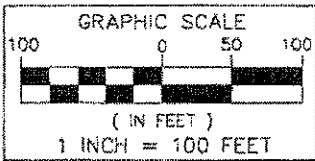
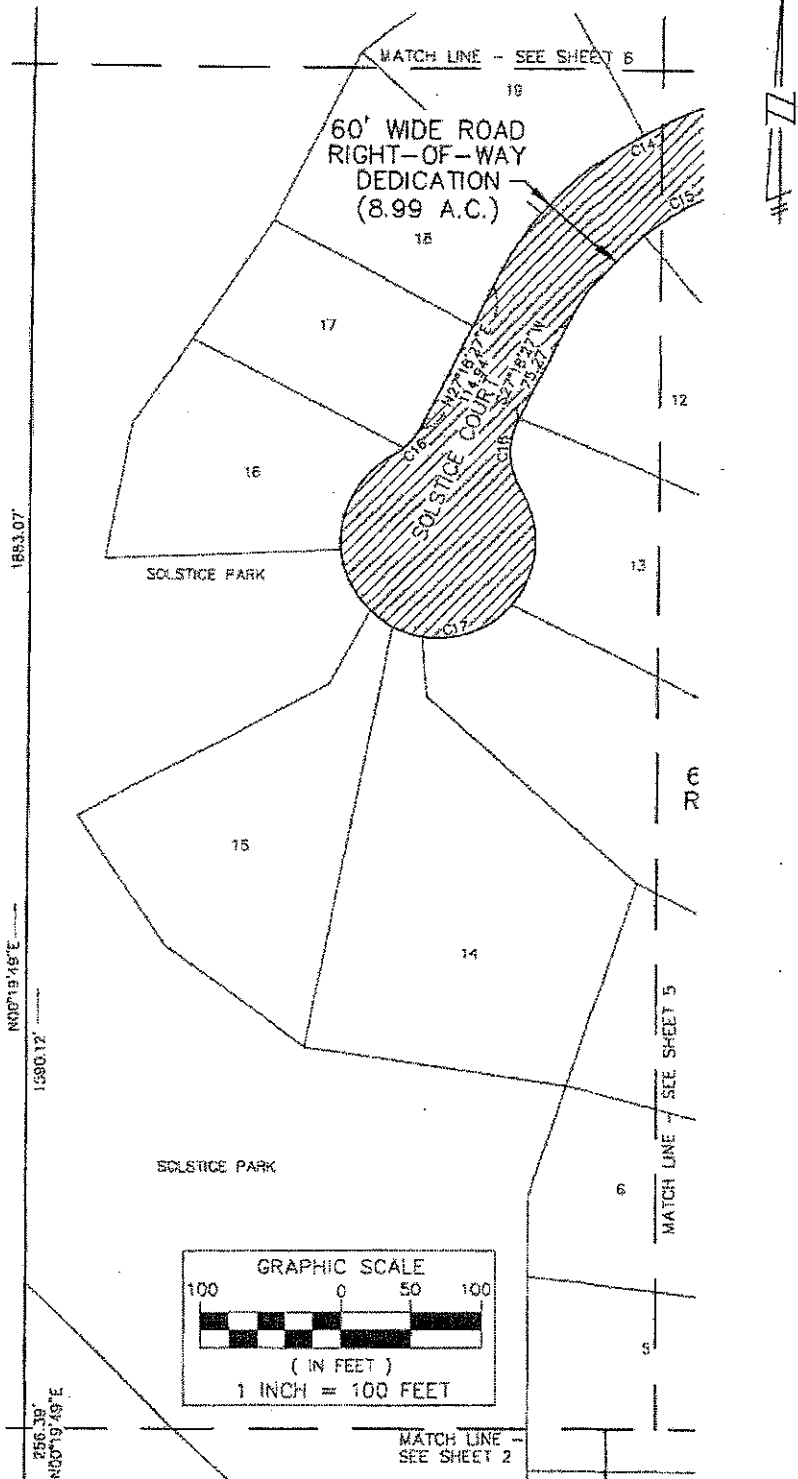
ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40369 GRAND RIVER AVENUE SUITE 110 NOV. MI 48275-2123
 (248) 522-8380

PROVINCIAL GLADES
 SECTION 30, T.1N., R.8E.,
 CITY OF NOV
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'
 DATE: 3-22-2006
 JOB NO.: 03-012
 DWG. FILE: 03-01206
 DRAWN BY: SRS, KAL
 CHECK: KAL
 SHEET: 3 OF 10

K:\Proj\03-012\1-MISC\03-012\06 524.15 AM_Ribbons.dwg, 3/22/2006 5:24:15 AM, Ribbons

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION



ATWELL-HICKS

Engineering • Surveying • Planning
Environmental • Water/Wastewater

MICHIGAN ILLINOIS OHIO FLORIDA

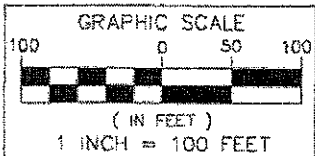
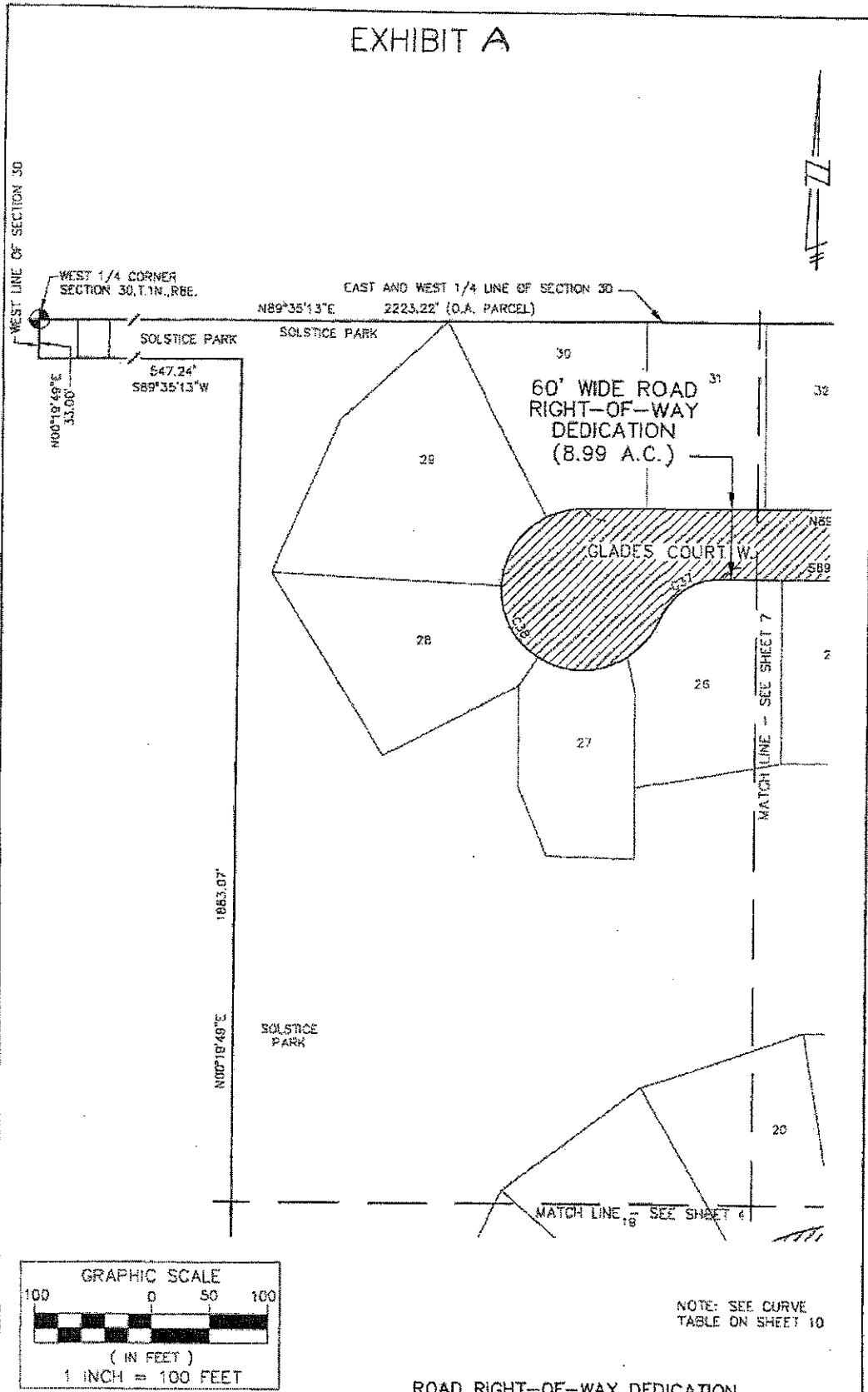
40395 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2122
(248) 222-0200

PROVINCIAL GLADES
SECTION 30, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'
DATE: 3-27-2008
JOB NO.: 02-012
LINE FILE: 03-012EE
DRAWN BY: SRS, KAL
CHECK: KAL
SHEET: 4 OF 10

K:\P\1803-0121-AMSC03-012EE.dwg, 3/29/2008 8:25:11 AM, kurebaert

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION

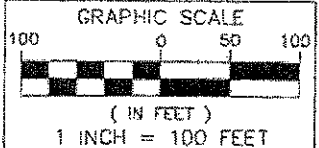
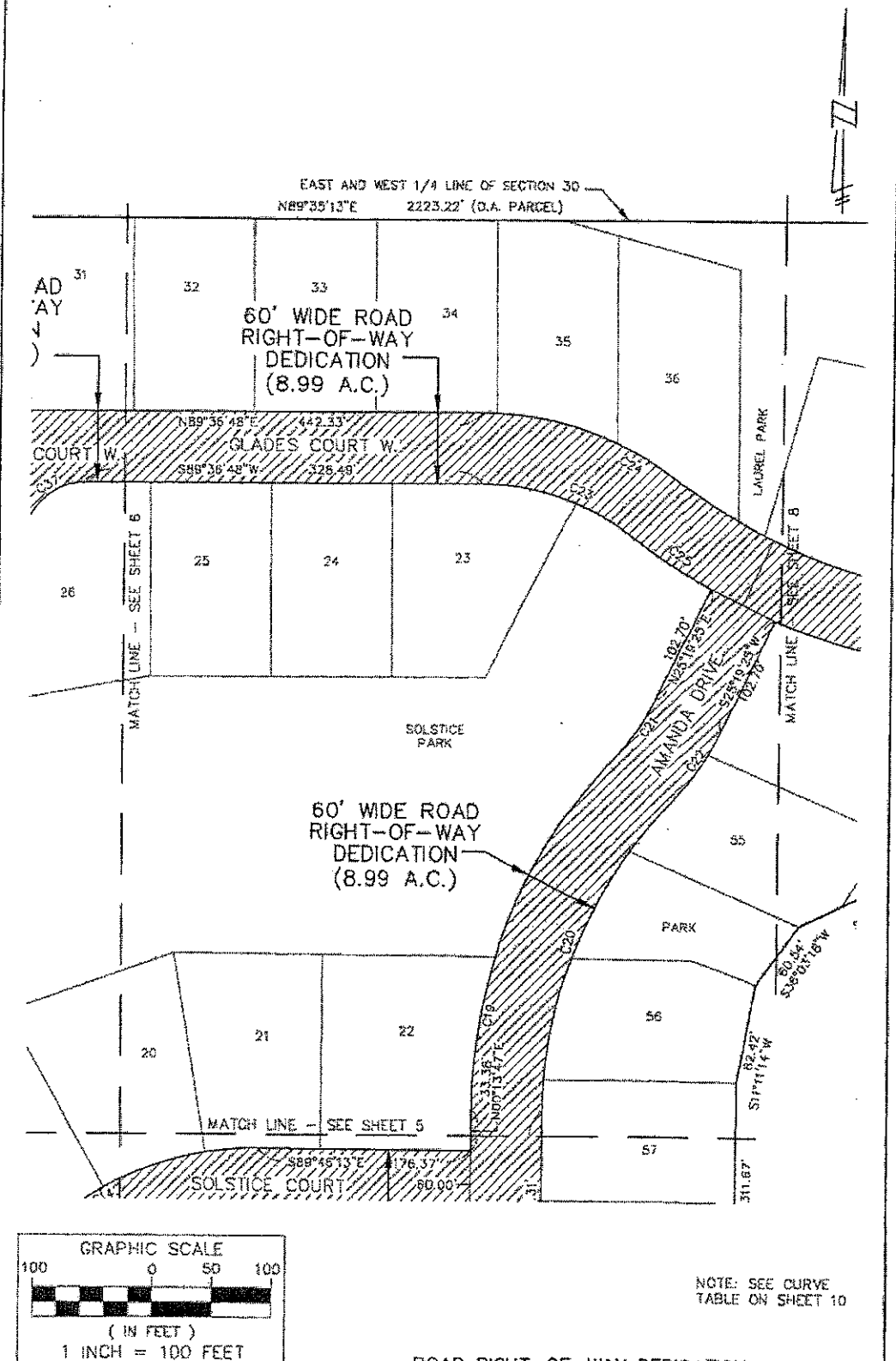
K:\Proj\03-03-11\MISC\03-012EE.dwg, 3/29/2006 8:25:55 AM, bluebert

ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48075-2132
 (248) 527-4500

PROVINCIAL GLADES
 SECTION 30, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE	1" = 100'
DATE	3-27-2006
JOB NO.	03-012
DWG FILE	03-012EE
DRAWN BY	SRS, KAL
CHECKED	KAL
SHEET	6 OF 10

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION

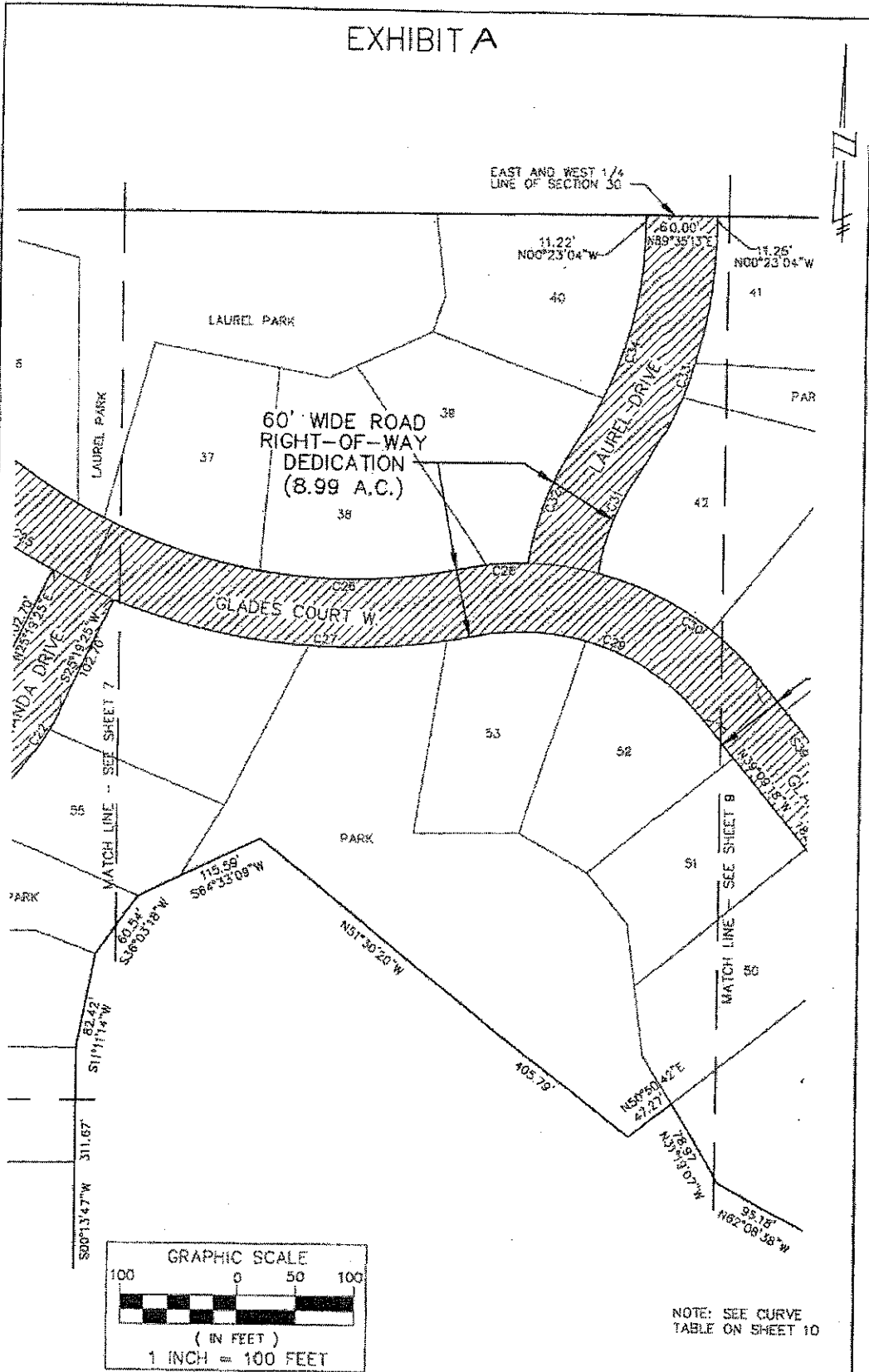
K:\P\03-0121-MISC\03-0121E.dwg, 3/28/2006 8:28:14 AM, Kluumbert

41 ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40399 GRAND RIVER AVENUE SUITE 110 NOV. MI 48375-2123
 (248) 322-8300

PROVINCIAL GLADES
 SECTION 30, T.1N., R.8E.,
 CITY OF NOV
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	3-27-2006
JOB NO.:	03-0121
DWG FILE:	03-0121E
DRAWN BY:	SSS, KAL
CHECK:	KAL
SHEET:	7 OF 10

EXHIBIT A



K:\P\03-0121-MISC\03-012EE.dwg, 3/29/2006 8:28:33 AM, kluether

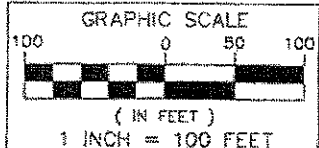
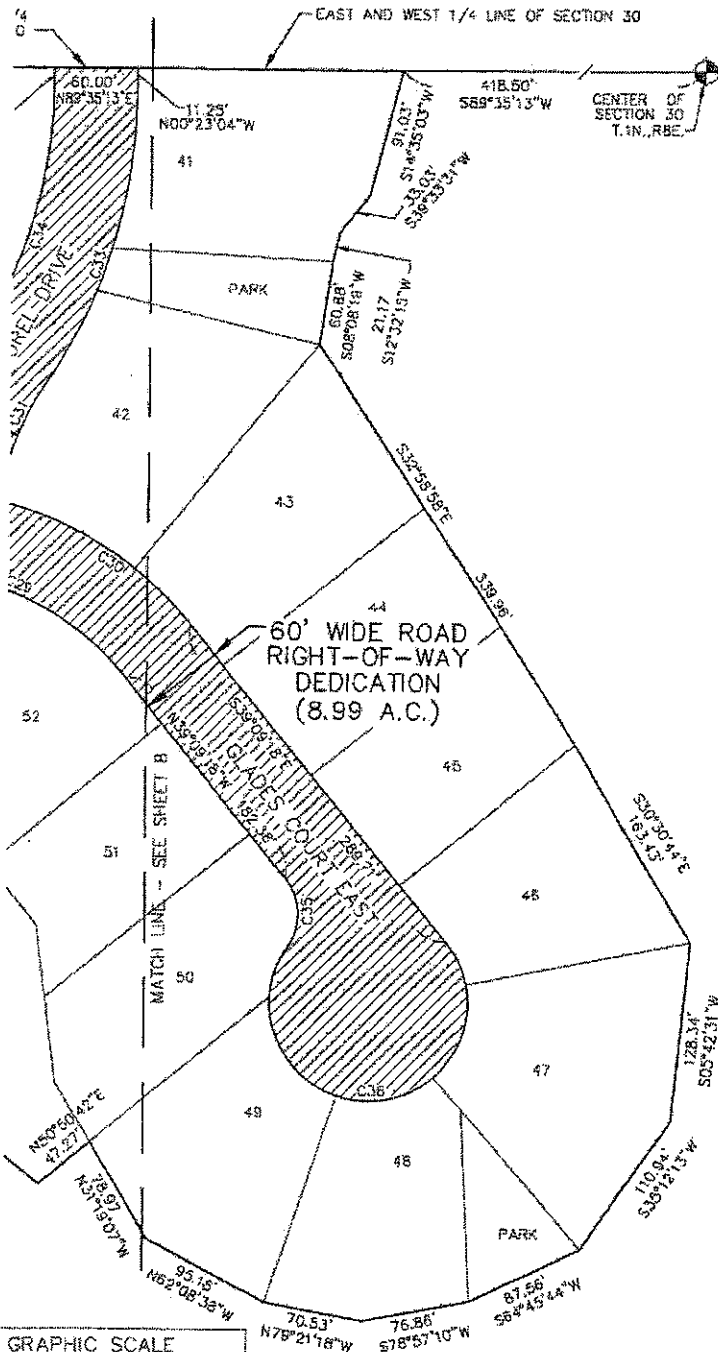
ROAD RIGHT-OF-WAY DEDICATION

AH ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40599 GRAND RIVER AVENUE SUITE 110 NOV. MI 48375-2123
 (248) 322-8300

PROVINCIAL GLADES
 SECTION 30, T.1N., R.8E.,
 CITY OF NOWI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	2-27-2006
JOB NO.:	03-012
DWG. FILE:	03-012EE
DRAWN BY:	SHS, KAL
CHECKED BY:	KAM
SHEET:	8 OF 10

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION

AI ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40399 GRAND RIVER AVENUE SUITE 110 NOV. MI 48328-2124
 (248) 522-8300

PROVINCIAL GLADES
 SECTION 30, T.1N., R.8E.,
 CITY OF NOV
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	3-27-2008
JOB NO.:	03-012
DWG. FILE:	03-01217
DRAWN BY:	SJS, KAL
CHECK:	KAL
SHEET:	9 OF 10

K:\Proj\08-0121-ATWELL-HICKS-0121EE.dwg, 3/29/2008 8:26:54 AM, kkalibert

EXHIBIT A

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	CHD. BEARING	DELTA
C1	81.50'	200.00'	80.94'	N11°16'17"W	23°20'53"
C2	130.40'	260.00'	129.04'	S13°57'55"E	28°44'10"
C3	175.23'	430.00'	174.02'	N11°16'17"W	23°20'53"
C4	185.57'	370.00'	183.63'	S13°57'55"E	28°44'10"
C5	407.62'	260.00'	367.14'	N45°18'58"E	89°49'37"
C6	313.58'	200.00'	282.42'	S45°18'58"W	89°49'37"
C7	36.65'	42.00'	35.50'	N25°13'38"E	49°59'41"
C8	342.07'	70.00'	90.00'	N89°46'13"W	279°59'22"
C9	36.65'	42.00'	35.50'	S24°46'04"E	49°59'41"
C10	339.35'	860.00'	337.15'	N11°32'02"E	22°36'30"
C11	315.67'	800.00'	313.63'	S11°32'02"W	22°36'30"
C12	252.54'	640.00'	250.90'	N11°32'02"E	22°36'30"
C13	276.21'	700.00'	274.42'	S11°32'02"W	22°36'30"
C14	265.53'	260.00'	271.40'	N58°46'07"E	62°55'20"
C15	219.64'	200.00'	208.77'	S58°46'07"W	62°55'20"
C16	25.80'	42.00'	25.40'	N44°54'23"E	35°11'52"
C17	335.56'	70.00'	94.89'	N74°49'33"W	274°39'43"
C18	52.93'	51.00'	50.59'	S02°25'29"E	59°27'51"
C19	321.15'	430.00'	313.74'	N21°37'33"E	42°47'31"
C20	276.34'	370.00'	269.96'	S21°37'33"W	42°47'31"
C21	61.78'	200.00'	61.53'	N34°10'21"E	17°41'53"
C22	80.31'	260.00'	79.99'	S34°10'21"W	17°41'53"
C23	131.44'	200.00'	129.09'	N71°33'33"W	37°39'18"
C24	170.87'	260.00'	167.81'	S71°33'33"E	37°39'18"
C25	80.48'	530.00'	80.40'	N57°04'54"W	8°42'00"
C26	403.08'	470.00'	390.84'	S77°18'03"E	49°08'18"
C27	314.03'	530.00'	309.46'	N84°53'44"W	33°56'55"
C28	58.20'	260.00'	58.08'	N84°32'35"E	12°49'34"
C29	218.92'	200.00'	208.15'	N70°30'45"W	62°42'54"
C30	166.25'	260.00'	163.43'	S57°28'22"E	36°38'09"
C31	88.47'	200.00'	87.75'	S21°12'24"W	25°20'37"
C32	116.00'	260.00'	115.04'	N21°05'49"E	25°33'48"
C33	227.24'	380.00'	223.87'	S16°44'49"W	34°15'47"
C34	191.36'	320.00'	188.52'	N16°44'49"E	34°15'47"
C35	53.80'	42.00'	50.20'	N02°27'21"W	73°23'54"
C36	309.58'	70.00'	112.25'	S87°32'39"W	253°23'54"
C37	62.48'	51.00'	58.65'	S54°30'59"W	70°11'37"
C38	305.67'	70.00'	114.55'	S35°29'01"E	250°11'37"

K:\P\03-21-11\MISC\03-012EE.dwg, 3/29/2008 8:27:14 AM, kuaohet

ROAD RIGHT-OF-WAY DEDICATION



ATWELL-HICKS

Engineering • Surveying • Planning
Environmental • Water/Wastewater

MICHIGAN ILLINOIS OHIO FLORIDA

40369 GRAND RIVER AVENUE SUITE 110 HOW, MI 48870-2124
(248) 522-1800

PROVINCIAL GLADES
SECTION 30, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	3-27-2008
DWG NO.:	03-012
DWG FILE:	03-012EE
DRAWN BY:	SBS, KAL
CHECK:	KAL
SHEET:	18 OF 18

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Novi LLC, a Michigan limited liability company, whose address is 28800 Orchard Lake Road, Suite 200, Michigan 48334, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

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

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

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

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

Dated this 11th day of December, 2013.

Signed by:

Pinnacle-Novi LLC,
a Michigan limited liability company

By: [Signature]
Howard Fingeroot
Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 11 day of December, 2013, by Howard Fingeroot, Manager of Pinnacle-Novi LLC, a Michigan limited liability company, on behalf of the Company.

CATHY KATZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 27 2018
ACTING IN COUNTY OF Calhoun

[Signature]
Notary Public
Calhoun County, Michigan
My Commission Expires: 1/27/2016

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

Part of Tax Parcel No. _____

Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A

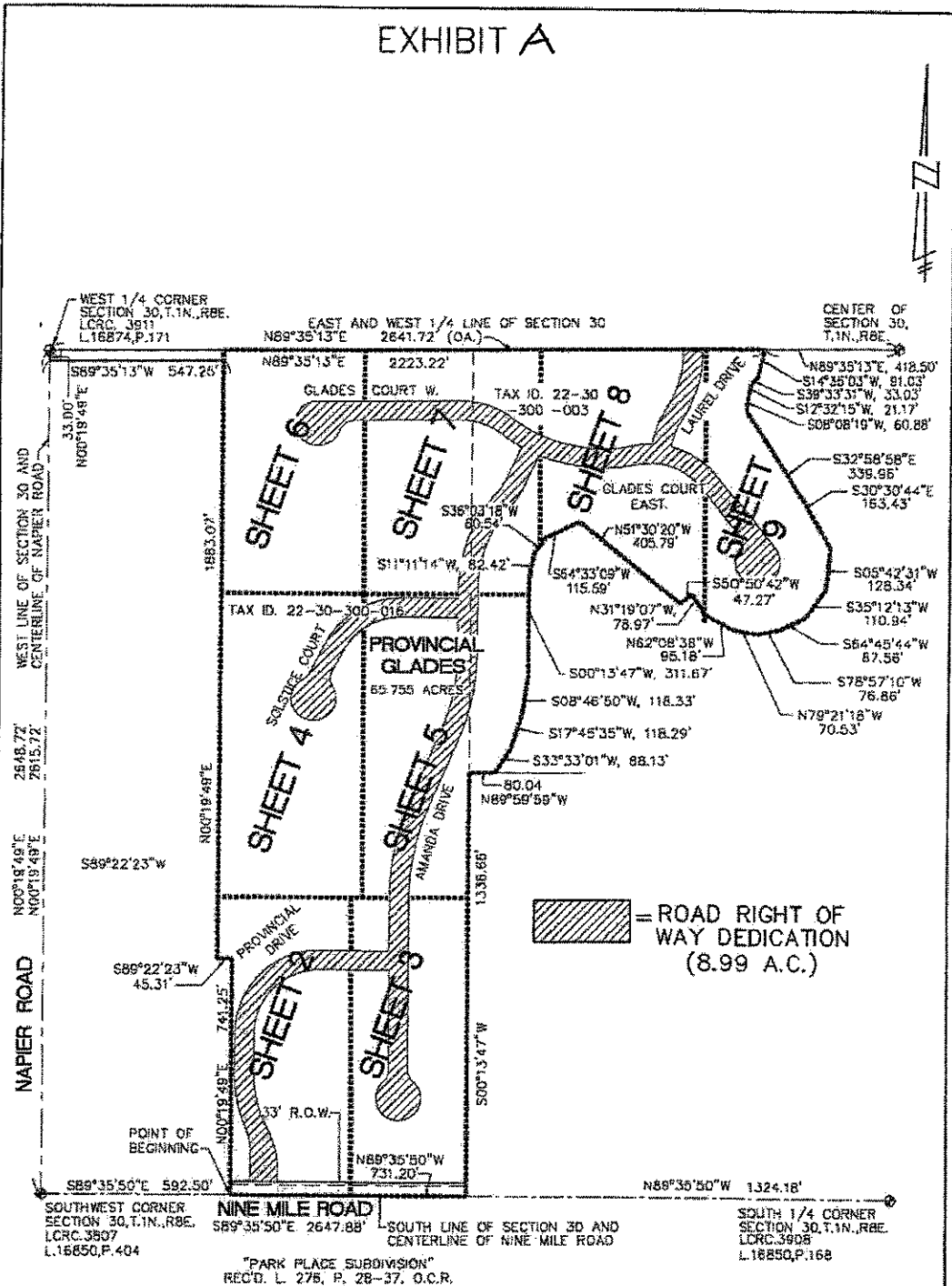
March 28, 2006
Job No. 03-012
"Provincial Glades" condominium

LEGAL DESCRIPTION ROAD RIGHT-OF-WAY DEDICATION

A part of the Southwest 1/4 of Section 30, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southwest Corner of said Section 30; thence South 89°35'50" East, 592.50 feet, along the South line of said Section 30 and the centerline of Nine Mile Road, (said line being the North line of "Park Place Subdivision", as recorded in Liber 276 of Plats, on Pages 28 through 37, Oakland County Records), to the Southwest corner of the Subject Parcel; thence North 00°19'49" East, 43.00 feet, along the Westerly line of the Subject Parcel; thence South 89°35'50" East, 60.92 feet, to the POINT OF BEGINNING; thence North 00°24'10" East, 92.83 feet; thence 81.50 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23°20'53", and a chord bearing and distance of North 11°16'17" West, 80.94 feet; thence 175.23 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 23°20'53", and a chord bearing and distance of North 11°16'17" West, 174.02 feet; thence North 00°24'10" East, 123.92 feet; thence 407.62 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 89°49'37", and a chord bearing and distance of North 45°18'58" East, 367.14 feet; thence South 89°46'13" East, 218.88 feet; thence North 00°13'47" East, 157.70 feet; thence 339.35 feet along a curve to the right, said curve having a radius of 860.00 feet, a central angle of 22°36'30", and a chord bearing and distance of North 11°32'02" East, 337.15 feet; thence North 22°50'17" East, 228.67 feet; thence 252.54 feet along a curve to the left, said curve having a radius of 640.00 feet, a central angle of 22°36'30", and a chord bearing and distance of North 11°32'02" East, 250.90 feet; thence North 00°13'47" East, 116.92 feet; thence North 89°46'13" West, 176.37 feet; thence 219.64 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 62°55'20", and a chord bearing and distance of South 58°46'07" West, 208.77 feet; thence South 27°18'27" West, 75.27 feet; thence 52.93 feet along a curve to the left, said curve having a radius of 51.00 feet, a central angle of 59°27'51", and a chord bearing and distance of South 02°25'29" East, 50.59 feet; thence 335.56 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 274°39'43", and a chord bearing and distance of North 74°49'33" West, 94.89 feet; thence 25.80 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 35°11'52", and a chord bearing and distance of North 44°54'23" East, 25.40 feet; thence North 27°18'27" East, 114.94 feet; thence 285.53 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 62°55'20", and a chord bearing and distance of North 58°46'07" East, 271.40 feet; thence South 89°46'13" East, 176.37 feet; thence North 00°13'47" East, 33.38 feet; thence 321.15 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 42°47'31", and a chord bearing and distance of North 21°37'33" East, 313.74 feet; thence 61.78 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 17°41'53", and a chord bearing and distance of North 34°10'21" East, 61.53 feet; thence North 25°19'25" East, 102.70 feet; thence 80.48 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 8°42'00", and a chord bearing and distance of North 57°04'54" West, 80.40 feet; thence 131.44 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 37°39'18", and a chord bearing and distance of North 71°33'33" West, 129.09 feet; thence South 89°36'48" West, 328.49 feet; thence 62.48 feet along a curve to the left, said curve having a radius of 51.00 feet, a central angle of 70°11'37", and a chord bearing and distance of South 54°30'59" West, 58.65 feet; thence 305.67 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 250°11'37", and a chord bearing and distance of North 35°29'01" West, 114.55 feet; thence North 89°36'48" East, 442.33 feet; thence 170.87 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 37°39'18", and a chord bearing and distance of South 71°33'33" East, 167.81 feet; thence 403.08 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of

49°08'18", and a chord bearing and distance of South 77°18'03" East, 390.84 feet; thence 58.20 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 12°49'34", and a chord bearing and distance of North 84°32'35" East, 58.08 feet; thence 116.00 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 25°33'48", and a chord bearing and distance of North 21°05'49" East, 115.04 feet; thence 191.36 feet along a curve to the left, said curve having a radius of 320.00 feet, a central angle of 34°15'47", and a chord bearing and distance of North 16°44'49" East, 188.52 feet; thence North 00°23'04" West, 11.22 feet, to the Northerly boundary of the Subject Parcel; thence North 89°35'13" East, 60.00 feet, along the Northerly boundary of the Subject Parcel; thence South 00°23'04" East, 11.25 feet; thence 227.24 feet along a curve to the right, said curve having a radius of 380.00 feet, a central angle of 34°15'47", and a chord bearing and distance of South 16°44'49" West, 223.87 feet; thence 88.47 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 25°20'37", and a chord bearing and distance of South 21°12'24" West, 87.75 feet; thence 166.25 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 36°38'09", and a chord bearing and distance of South 57°28'22" East, 163.43 feet; thence South 39°09'18" East, 289.71 feet; thence 309.58 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 253°23'54", and a chord bearing and distance of South 87°32'39" West, 112.25 feet; thence 53.80 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 73°23'54", and a chord bearing and distance of North 02°27'21" West, 50.20 feet; thence North 39°09'18" West, 182.38 feet; thence 218.92 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 62°42'54", and a chord bearing and distance of North 70°30'45" West, 208.15 feet; thence 314.03 feet along a curve to the right, said curve having a radius of 530.00 feet, a central angle of 33°56'55", and a chord bearing and distance of North 84°53'44" West, 309.46 feet; thence South 25°19'25" West, 102.70 feet; thence 80.31 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°41'53", and a chord bearing and distance of South 34°10'21" West, 79.99 feet; thence 276.34 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 42°47'31", and a chord bearing and distance of South 21°37'33" West, 269.96 feet; thence South 00°13'47" West, 210.31 feet; thence 276.21 feet along a curve to the right, said curve having a radius of 700.00 feet, a central angle of 22°36'30", and a chord bearing and distance of South 11°32'02" West, 274.42 feet; thence South 22°50'17" West, 228.67 feet; thence 315.67 feet along a curve to the left, said curve having a radius of 800.00 feet, a central angle of 22°36'30", and a chord bearing and distance of South 11°32'02" West, 313.63 feet; thence South 00°13'47" West, 531.40 feet; thence 36.65 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 49°59'41", and a chord bearing and distance of South 24°46'04" East, 35.50 feet; thence 342.07 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 279°59'22", and a chord bearing and distance of North 89°46'13" West, 90.00 feet; thence 36.65 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 49°59'41", and a chord bearing and distance of North 25°13'38" East, 35.50 feet; thence North 00°13'47" East, 313.70 feet; thence North 89°46'13" West, 218.88 feet; thence 313.56 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 89°49'37", and a chord bearing and distance of South 45°18'58" West, 282.42 feet; thence South 00°24'10" West, 123.92 feet; thence 185.57 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 28°44'10", and a chord bearing and distance of South 13°57'55" East, 183.63 feet; thence 130.40 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 28°44'10", and a chord bearing and distance of South 13°57'55" East, 129.04 feet; thence South 00°24'10" West, 39.62 feet; thence North 89°35'50" West, 86.00 feet, to the POINT OF BEGINNING. All of the above containing 8.99 acres.

EXHIBIT A



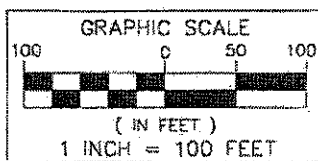
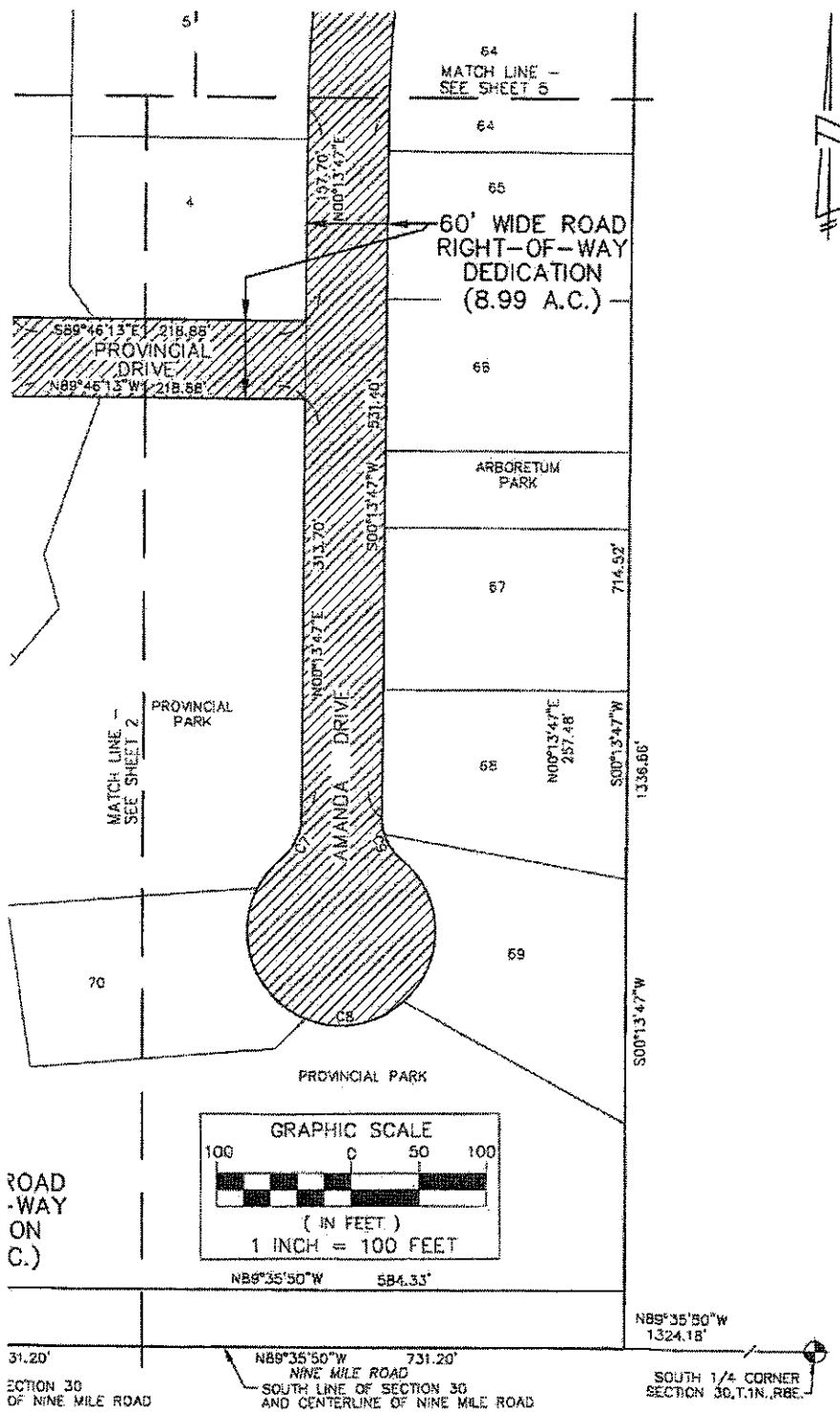
K:\Proj\03-0121-MISC\03-0121E.dwg, 3/25/2006 8:22:49 AM, Muebbert

ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40259 GRAND RIVER AVENUE SUITE 150 NOV, MI 48375-2233
 (248) 522-8300

PROVINCIAL GLADES
 SECTION 30, T.1N., R.8E.,
 CITY OF NOV
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 400'
DATE:	3-27-2006
JOB NO.:	03-012
DWG. FILE:	03-012E
DRAWN BY:	SRS, KAL
CHECKED:	KAL
SHEET:	1 OF 10

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION

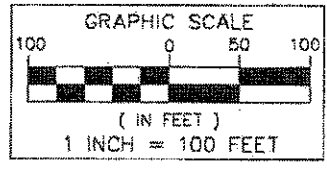
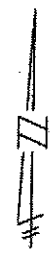
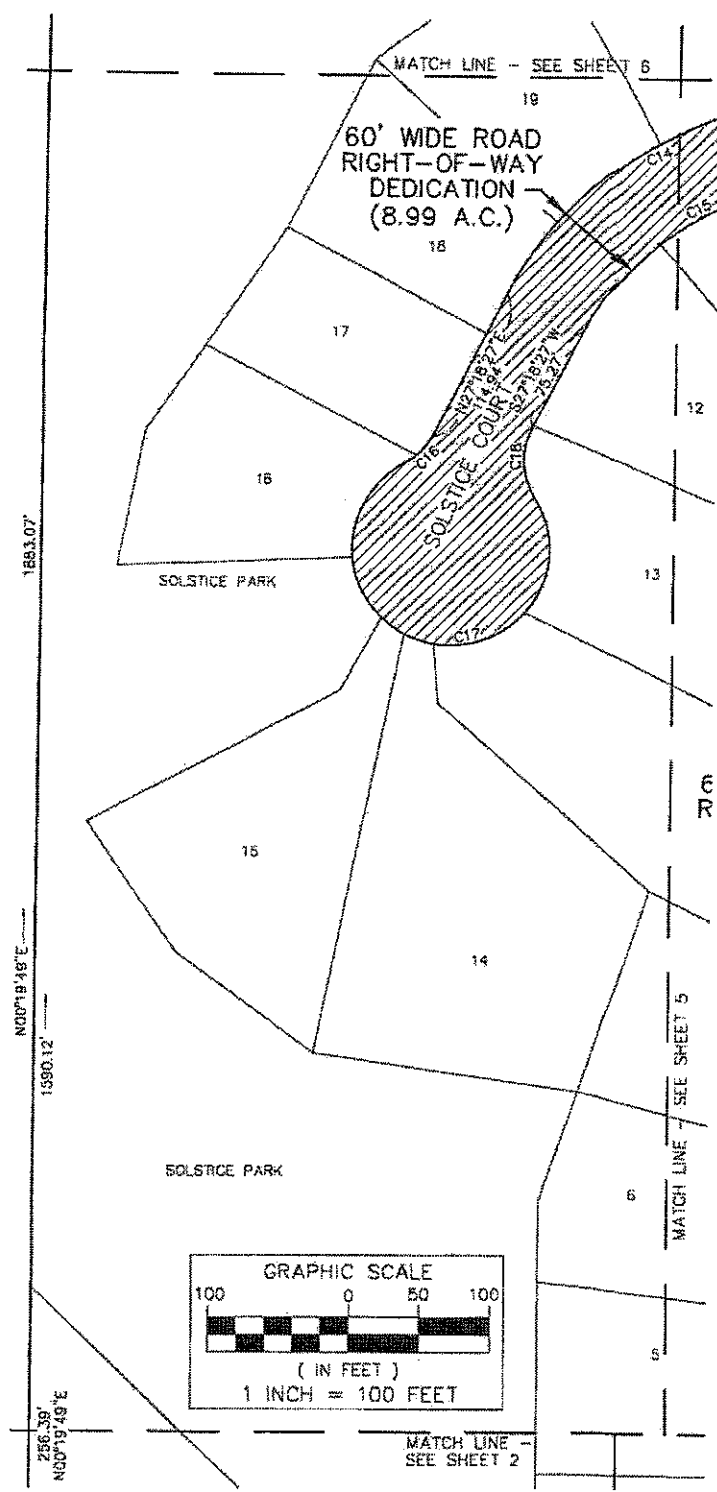
ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48275-2123
 (248) 592-6380

PROVINCIAL GLADES
 SECTION 30, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	5-27-2006
JOB NO.:	03-012
DWG. FILE:	03-012.EE
DRAWN BY:	SRS, KAL
CHECK:	KAL
SHEET:	3 OF 10

K:\P\0303-012\1-MISC\03-012.EE.dwg, 3/29/2006 8:24:15 AM, RileeBart

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION

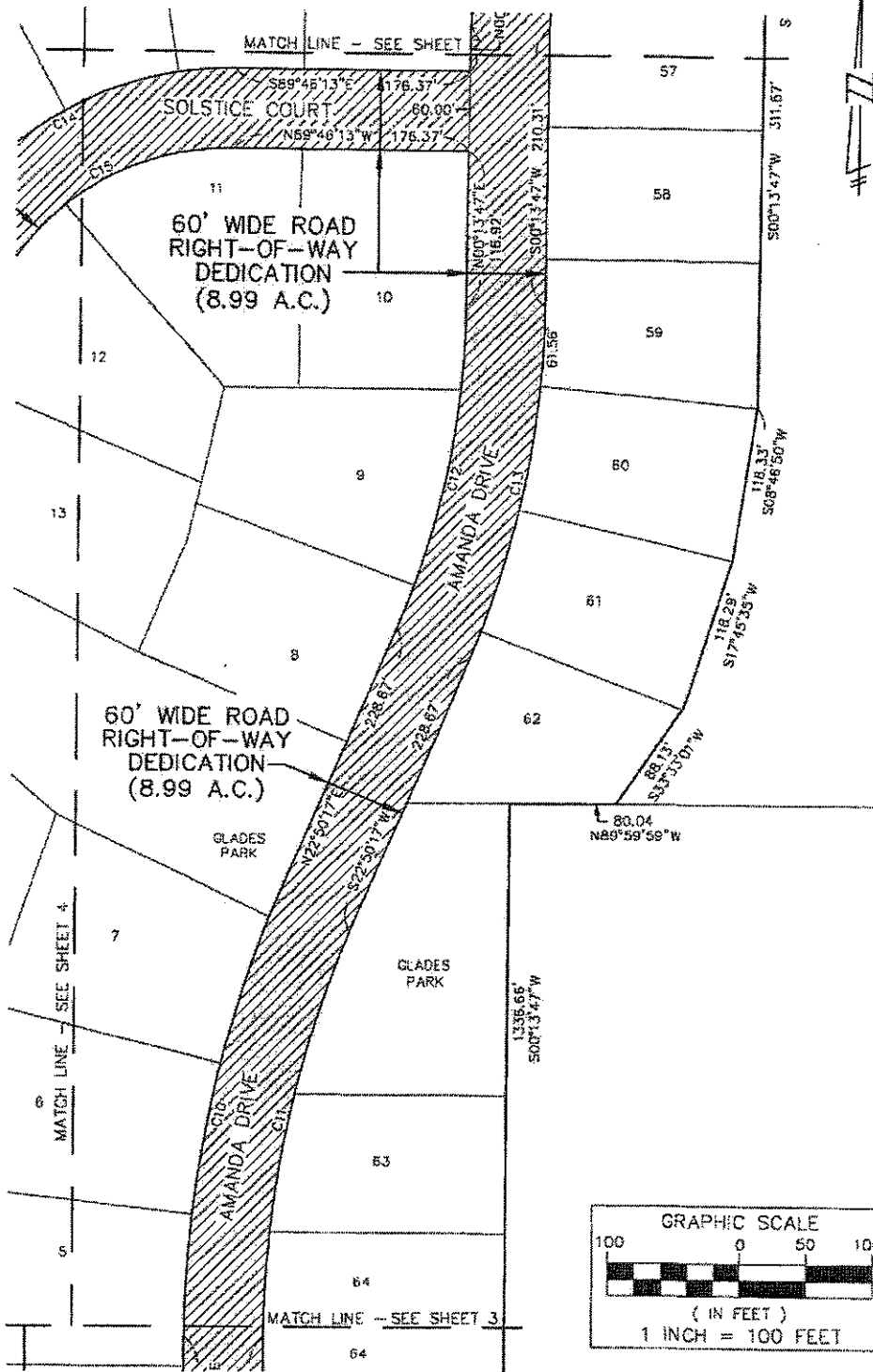
K:\Proj\09-01-21-MISC\03-012EE.dwg, 3/27/2008 6:26:11 AM, Number 1

ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40395 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48220-2123
 (248) 222-8300

PROVINCIAL GLADES
 SECTION 30, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	3-27-2008
JOB NO.:	03-012
DWS FILE:	03-012EE
DRAWN BY:	SES, KAL
CHECK:	KAL
SHEET:	4 OF 10

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION



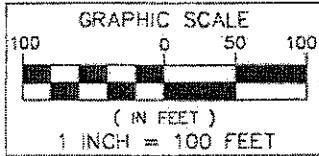
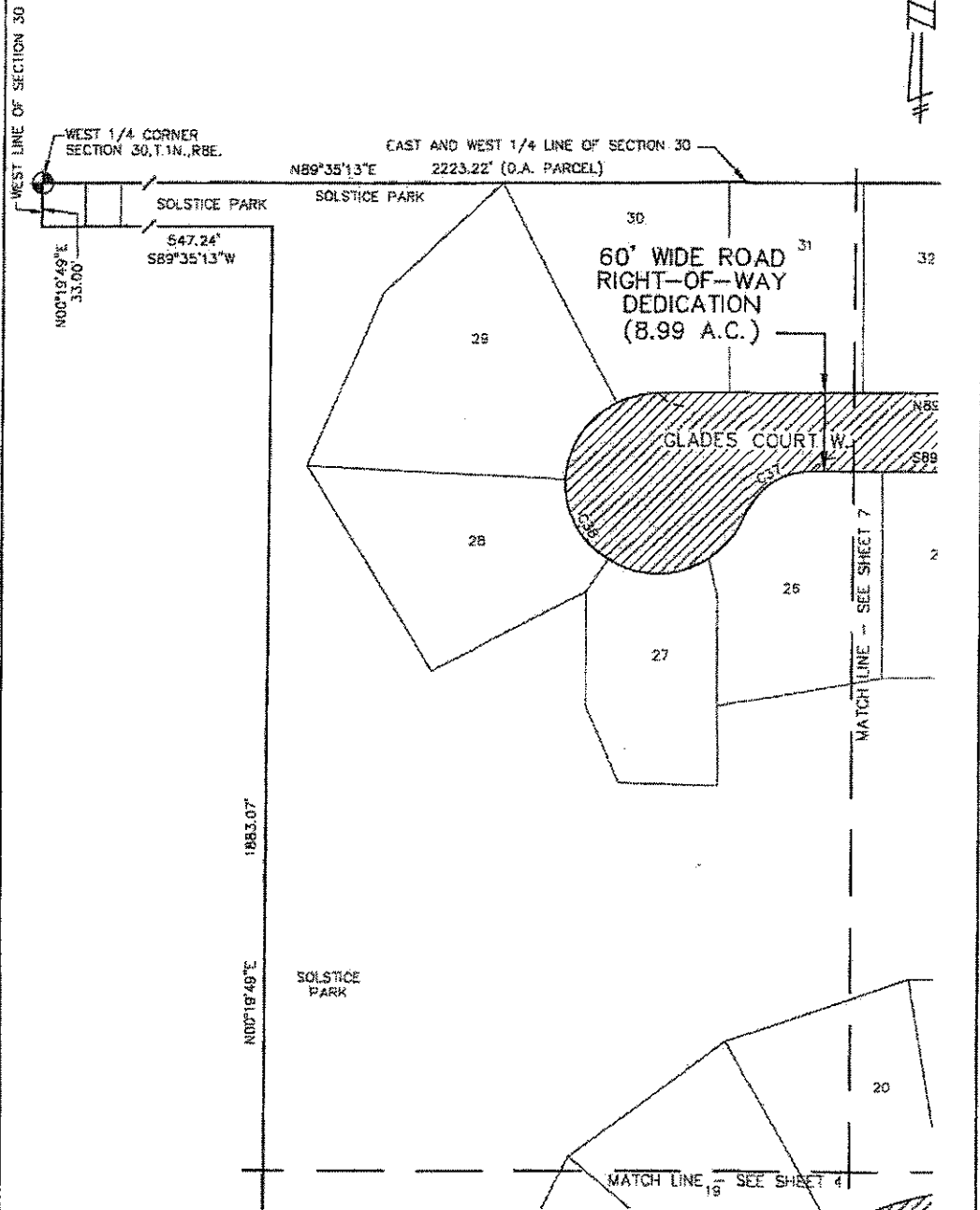
ATWELL-HICKS
Engineering • Surveying • Planning
Environmental • Water/Wastewater
MICHIGAN ILLINOIS OHIO FLORIDA
40388 GRAND RIVER AVENUE SUITE 110 NOV. MI 48375-2123
(248) 527-6300

PROVINCIAL GLADES
SECTION 30, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE	1" = 100'
DATE	3-27-2006
JOB NO.	03-012
OWN FILE	03-012EK
DRAWN BY	SRS, KAL
CHECK	KAL
SHEET	5 OF 10

K:\proj\03-012\1-MISC\03-012EEDwg_3/27/2006 8:25:52 AM, Michaelbert

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION



ATWELL-HICKS

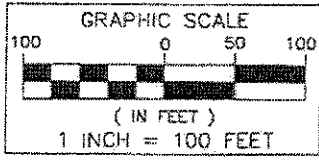
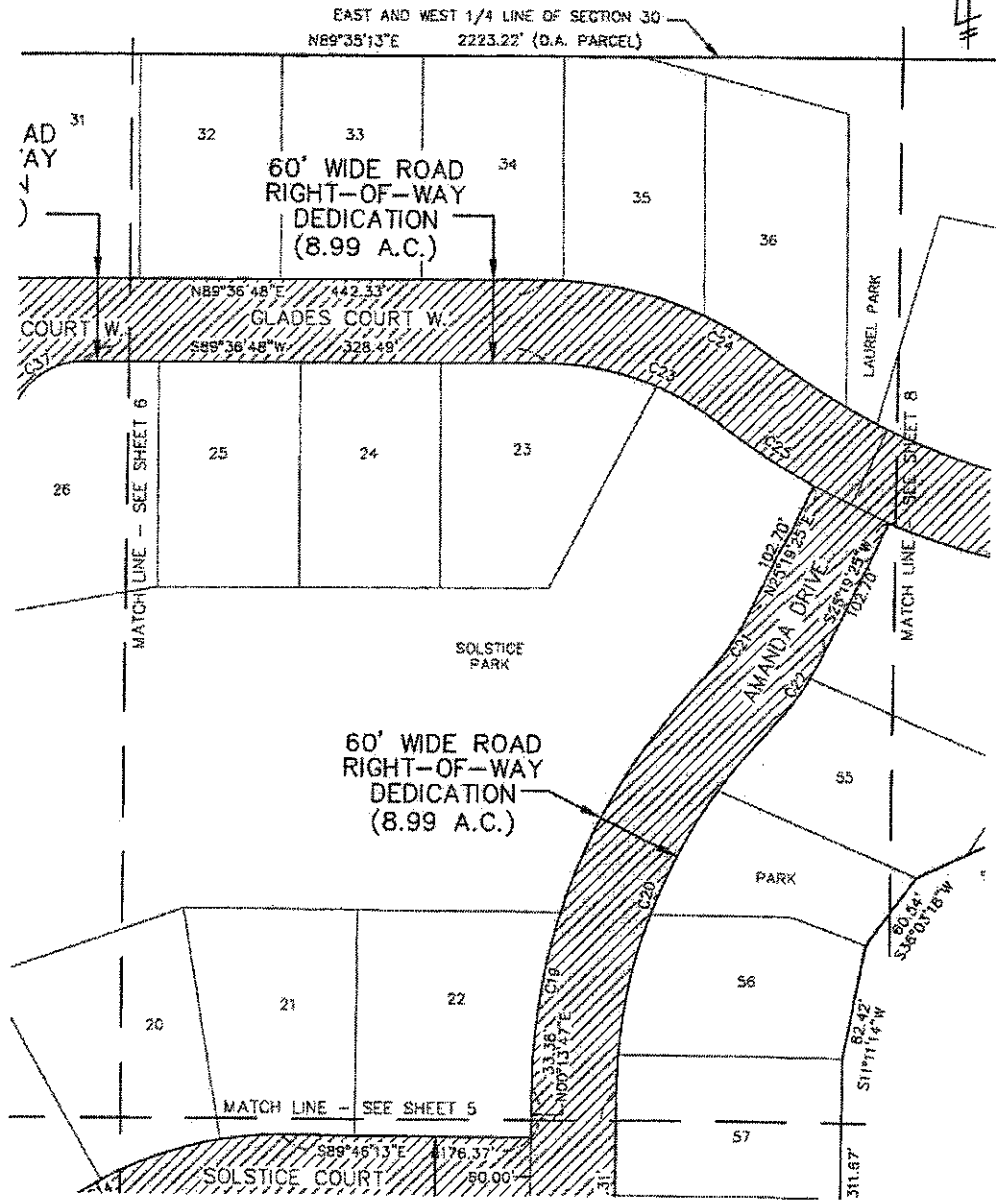
Engineering • Surveying • Planning
Environmental • Water/Wastewater
MICHIGAN ILLINOIS OHIO FLORIDA
40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
(248) 552-8300

PROVINCIAL GLADES
SECTION 30, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'
DATE: 3-27-2008
JOB NO.: 03-012
DWG FILE: 03-012EE
DRAWN BY: SRS, KAL
CHECK: XAL
SHEET: 6 OF 10

K:\P\03-0121-MISC\03-012EE.dwg, 3/28/2008 8:25:58 AM, ktrabbert

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION

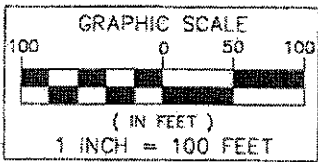
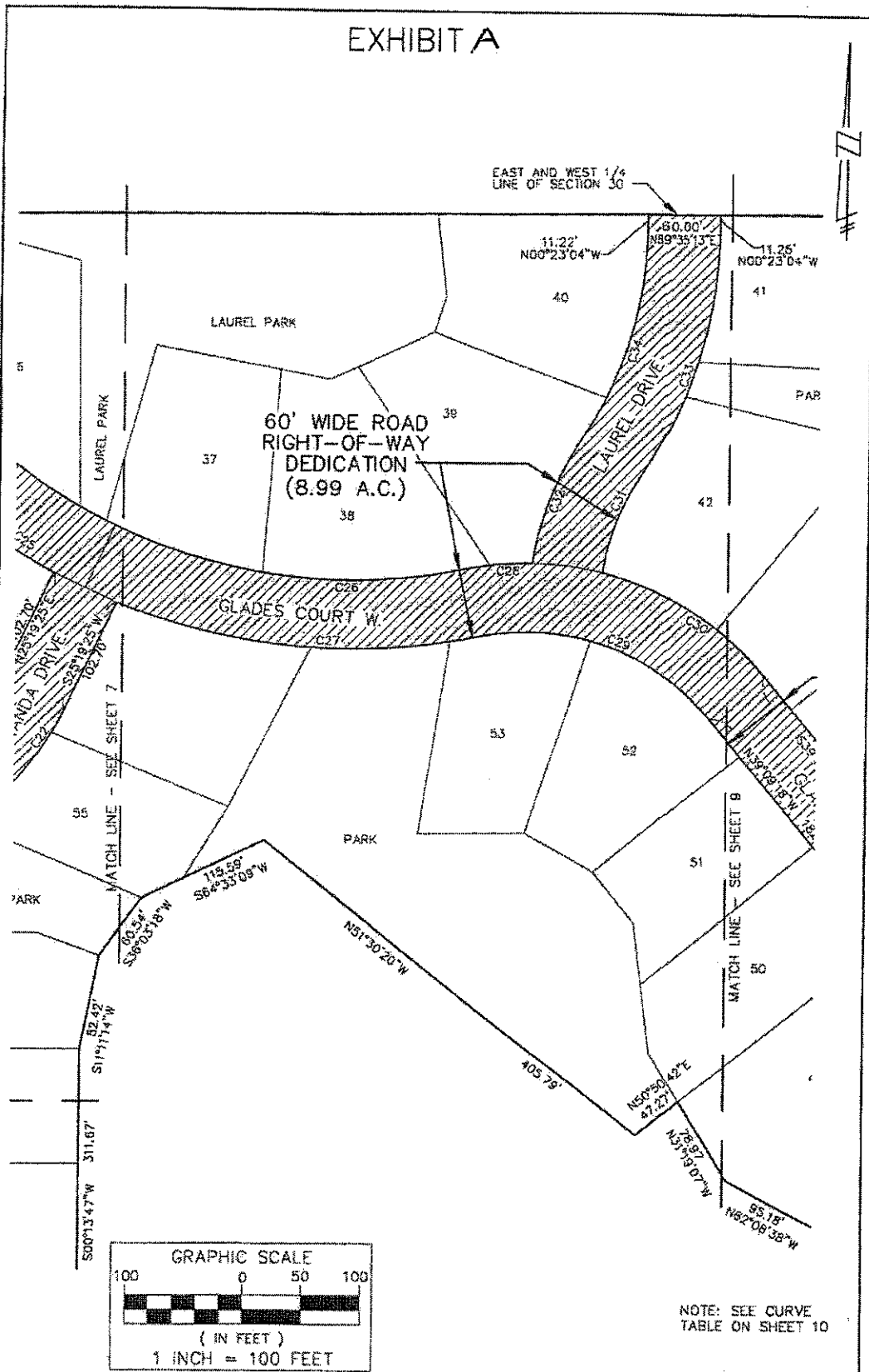
K:\Proj\03-0121-MISC\03-012EE.dwg, 3/28/2006 8:26:14 AM, klumbhart

41 ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48376-2123
 (248) 522-0300

PROVINCIAL GLADES
 SECTION 30, T.1N., R.8E.,
 CITY OF NOV
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	3-27-2006
JOB NO.:	03-012
DWG FILE:	03-012EE
DRAWN BY:	SRS, KAL
CHECK:	KAL
SHEET:	7 OF 10

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION



ATWELL-HICKS

Engineering • Surveying • Planning
Environmental • Water/Wastewater

MICHIGAN ILLINOIS OHIO FLORIDA

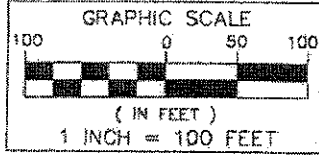
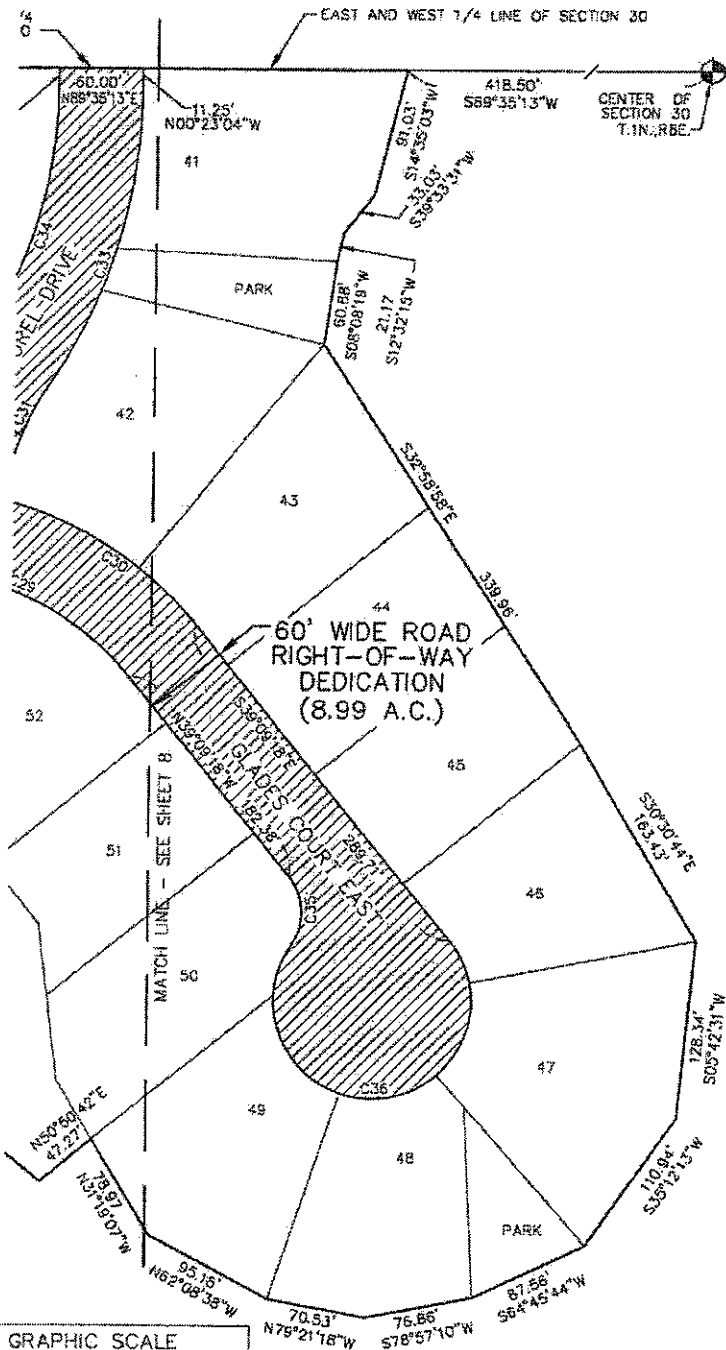
40389 GRAND RIVER AVENUE SUITE 110 NOV. MI 48275-2123
(248) 522-8300

PROVINCIAL GLADES
SECTION 30, T.1N., R.8E.,
CITY OF NOWI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	3-27-2006
JOB NO.:	03-012
DWG FILE:	03-012EE
DRAWN BY:	SKS, KAL
CHECKED:	KAL
SHEET:	8 OF 10

K:\proj\03-012\1-HIS\03-012EE.dwg, 3/29/2006 8:28:33 AM, klumbhart

EXHIBIT A



NOTE: SEE CURVE TABLE ON SHEET 10

ROAD RIGHT-OF-WAY DEDICATION

K:\Proj\08-0121-418033-012EE.dwg, 3/27/2008 8:28:54 AM, khalibert

AH ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40358 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123
 (248) 222-2302

PROVINCIAL GLADES
 SECTION 30, T.1N., R.1E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE	1" = 100'
DATE	3-27-2008
JOB NO.	03-012
DWG FILE	03-012EE
DRAWN BY	SES, KAL
CHECK	KAL
SHEET	5 OF 10

EXHIBIT A

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	CHD. BEARING	DELTA
C1	81.50'	200.00'	80.94'	N11°16'17"W	23°20'53"
C2	130.40'	260.00'	129.04'	S13°57'55"E	28°44'10"
C3	175.23'	430.00'	174.02'	N11°16'17"W	23°20'53"
C4	185.57'	370.00'	183.63'	S13°57'55"E	28°44'10"
C5	407.62'	260.00'	367.14'	N45°18'58"E	89°49'37"
C6	313.56'	200.00'	282.42'	S45°18'58"W	89°49'37"
C7	36.65'	42.00'	35.50'	N25°13'38"E	49°59'41"
C8	342.07'	70.00'	90.00'	N89°46'13"W	279°59'22"
C9	36.65'	42.00'	35.50'	S24°46'04"E	49°59'41"
C10	339.35'	860.00'	337.15'	N11°32'02"E	22°36'30"
C11	315.67'	800.00'	313.63'	S11°32'02"W	22°36'30"
C12	252.54'	640.00'	250.90'	N11°32'02"E	22°36'30"
C13	276.21'	700.00'	274.42'	S11°32'02"W	22°36'30"
C14	285.53'	260.00'	271.40'	N58°46'07"E	62°55'20"
C15	219.64'	200.00'	208.77'	S58°46'07"W	62°55'20"
C16	25.80'	42.00'	25.40'	N44°54'23"E	35°11'52"
C17	335.56'	70.00'	94.89'	N74°49'33"W	274°39'43"
C18	52.93'	51.00'	50.59'	S02°25'29"E	59°27'51"
C19	321.15'	430.00'	313.74'	N21°37'33"E	42°47'31"
C20	276.34'	370.00'	269.96'	S21°37'33"W	42°47'31"
C21	61.78'	200.00'	61.53'	N34°10'21"E	17°41'53"
C22	80.31'	260.00'	79.99'	S34°10'21"W	17°41'53"
C23	131.44'	200.00'	129.09'	N71°33'33"W	37°39'18"
C24	170.87'	260.00'	167.81'	S71°33'33"E	37°39'18"
C25	80.48'	530.00'	80.40'	N57°04'54"W	8°42'00"
C26	403.08'	470.00'	390.84'	S77°18'03"E	49°08'18"
C27	314.03'	530.00'	309.46'	N84°53'44"W	33°56'55"
C28	58.20'	260.00'	58.08'	N84°32'35"E	12°49'34"
C29	218.92'	200.00'	208.15'	N70°30'45"W	62°42'54"
C30	166.25'	260.00'	163.43'	S57°28'22"E	36°38'09"
C31	88.47'	200.00'	87.75'	S21°12'24"W	25°20'37"
C32	116.00'	260.00'	115.04'	N21°05'49"E	25°33'48"
C33	227.24'	380.00'	223.87'	S16°44'49"W	34°15'47"
C34	191.36'	320.00'	188.52'	N16°44'49"E	34°15'47"
C35	53.80'	42.00'	50.20'	N02°27'21"W	73°23'54"
C36	309.58'	70.00'	112.25'	S87°32'39"W	253°23'54"
C37	62.48'	51.00'	58.65'	S54°30'59"W	70°11'37"
C38	305.67'	70.00'	114.55'	S35°29'01"E	250°11'37"

K:\proj\03-0121-4\MISC\03-012EE.dwg, 2/20/2006 8:27:14 AM, Rluhhert

ROAD RIGHT-OF-WAY DEDICATION



ATWELL-HICKS

Engineering • Surveying • Planning
Environmental • Water/Wastewater

MICHIGAN ILLINOIS OHIO FLORIDA

40393 GRAND RIVER AVENUE SUITE 110 NOV, MI 48775-2123
(248) 522-8300

PROVINCIAL GLADES
SECTION 30, T.1N., R.8E.,
CITY OF NOV
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	3-27-2006
JOB NO.:	03-012
DWG. FILE:	03-012EE
DRAWN BY:	SRG, KAL
CHECK:	KAL
SHEET:	10 OF 10

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Novu LLC, a Michigan limited liability company, whose address is 28800 Orchard Lake Road, Suite 200, Michigan 48334, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

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

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

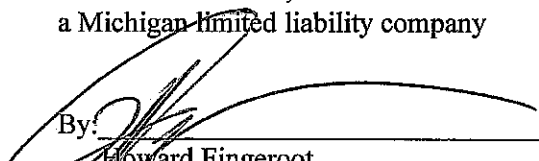
THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

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

Dated this 16 day of October, 2013.

Signed by:

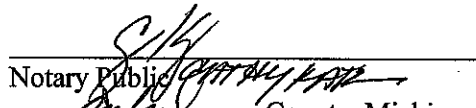
Pinnacle-Novu LLC,
a Michigan limited liability company

By: 
Howard Fingerroot
Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16 day of October, 2013, by Howard Fingerroot, Manager of Pinnacle-Novu LLC, a Michigan limited liability company, on behalf of the Company.

CATHY KATZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 27 2018
ACTING IN COUNTY OF Oakland


Notary Public
County, Michigan
My Commission Expires: 7/27/2018

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

Part of Tax Parcel No. _____

Job No. _____ Recording Fee _____ Transfer Tax _____

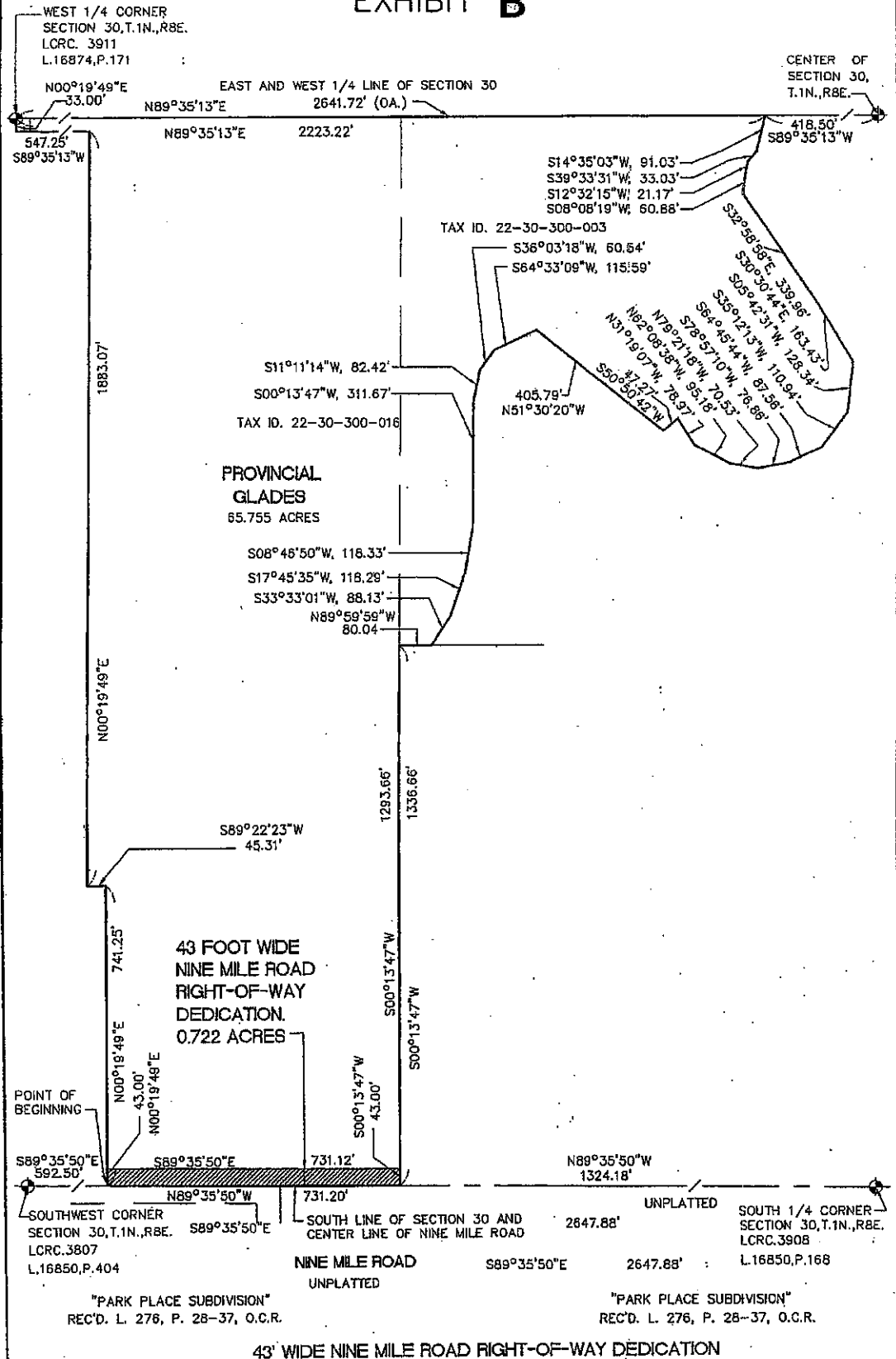
EXHIBIT A

May 12, 2005
Job No. 03-012

LEGAL DESCRIPTION 43 FOOT WIDE NINE MILE ROAD RIGHT-OF-WAY DEDICATION

A part of the Southwest 1/4 of Section 30, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southwest Corner of said Section 30; thence South $89^{\circ}35'50''$ East, 592.50 feet, along the South line of said Section 30 and the centerline of Nine Mile Road, (said line being the North line of "Park Place Subdivision", as recorded in Liber 276 of Plats, on Pages 28 through 37, Oakland County Records), to the POINT OF BEGINNING; thence North $00^{\circ}19'49''$ East, 43.00 feet, along the Westerly line of the Subject Parcel; thence South $89^{\circ}35'50''$ East, 731.12 feet, to the Easterly line of the Subject Parcel; thence South $00^{\circ}13'47''$ West, 43.00 feet along the Easterly line of the Subject Parcel, to the South line of said Section 30 and the centerline of said Nine Mile Road; thence North $89^{\circ}35'50''$ West, 731.20 feet, along the South line of said Section 30 and the centerline of said Nine Mile Road and the North line of said "Park Place Subdivision", to the POINT OF BEGINNING. All of the above containing 0.722 Acres.

EXHIBIT B



<p>SEIBER, KEAST & ASSOCIATES, INC. CONSULTING ENGINEERS 40399 GRAND RIVER AVENUE, SUITE 110, NOV, MI 48375-2123 (248) 473-7880</p>	<p>MILLETICS AND ASSOCIATES LAND SURVEYORS SECTION 30, T.1N., R.8E., CITY OF NOVI OAKLAND COUNTY, MICHIGAN</p>	<p>SCALE: 1" = 300' DATE: 5-12-2005 JOB NO.: 03-012 DWG FILE: 03-012EXH DRAWN BY: KAL CHECK: SHEET: 1 OF 1</p>
--	---	--

RECEIVED

FEB 20 2013

TREASURER
CITY OF NOVI

Bond No. 929539735

MAINTENANCE AND GUARANTEE BOND

The undersigned, Cadillac Asphalt, L.L.C., "Principal," whose address is 2575 Haggerty Road, Suite 100, Canton, MI 48188 and Western Surety Company "Surety," whose address is 27555 Executive Drive, Suite 350, Farmington Hills, MI 48331-3543, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of One Hundred Twenty Six Thousand, One Hundred Four and 00/100 Dollars (\$ 126,104.00) 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 Belle Terra within the City of Novi, shown on plans dated _____ ("Improvements").

The Principal, for a period of Two (2) year(s) after said improvements and installations are accepted formally as a public improvement by the City of Novi, shall keep the improvements in good functioning order by immediately repairing any defect in same, whether due to improper or defective materials, equipment, labor, workmanship, or otherwise, and shall restore the improvements and any other property of the City or third persons affected by the defect(s) or repair(s), without expense to the City, whenever directed to do so by written notice from the City, served personally or by mail on the Principal 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 improvement 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.

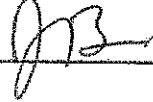
It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City and its officers, officials, and employees harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, 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 January 28, 2013.

Date: 1-29-13

WITNESS:




Date: January 28, 2013

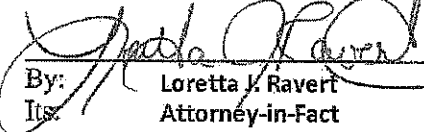
WITNESS:

Debrah Simmons

PRINCIPAL:


By: Ahmad Osman
Its: Division Manager

SURETY: Western Surety Company


By: Loretta J. Ravert
Its: Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles G Richmond, David M Underwood, Bonnie J Davies, Michael S Richmond, Loretta J Ravert, Individually

of Jackson, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2012.



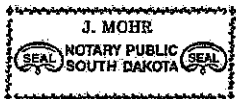
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of January, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 929539735 effective January 28, 2013
Western Surety Company
issued by the 27555 Executive Drive, Suite 350 Farmington Hills, MI 48331-3543

in the amount of _____ DOLLARS,
Cadillac Asphalt, L.L.C.
on behalf of 2575 Haggerty Road, Suite 100 Canton, MI 48188
City of Novi
as Principal and in favor of 45175 Ten Mile Road, Novi, MI 48375

as Obligee:

Now, Therefore, it is agreed that:

Project: Bella Terra

Correct wording from Improvements consisting of Bella Terra to
Improvements consisting of Street Paving.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 28th day of January, 2013.

Signed, sealed and dated this 13th day of January, 2014.

Cadillac Asphalt, L.L.C. (Principal)

By: [Signature]

Western Surety Company (Surety)

By: [Signature]
Loretta J. Ravert Attorney-in-Fact

Accepted By:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles G Richmond, David M Underwood, Bonnie J Davies, Michael S Richmond, Loretta J Ravert, Individually

of Jackson, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2012.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of October, 2012, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of January, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



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

First American Title Insurance

Commitment No. N0025759

Revision No. Br: 001

SCHEDULE A

1. Commitment Date: **December 2, 2013 at 8:00 a.m.**
2. Policy or policies to be issued:
 - (a) Residential Title Insurance Policy Amount \$10,000.00
Proposed Insured:

City of Novi
 - (b) ALTA Loan Policy Without Exceptions Amount \$ _____
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Pinnacle-Novi LLC
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: , Novi, MI

Issued by:
Westminster Title Agency, Inc.
39500 High Pointe Blvd., Suite 160
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

N0025759

The following requirements must be met:

1. Record deed executed by Pinnacle-Novi LLC, 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.

NOTE: In the event that the Commitment Jacket is not attached hereto, all the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

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

N0025759

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. Easements recorded or as shown on recorded plat.
8. Building and use restrictions, agreements, easements and rights of way of record.

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

Exhibit A

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

A part of the Southwest 1/4 of Section 30, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southwest Corner of said Section 30; thence South 89°35'50" East, 592.50 feet, along the South line of said Section 30 and the centerline of Nine Mile Road, (said line being the North line of "Park Place Subdivision", as recorded in Liber 276 of Plats, on Pages 28 through 37, Oakland County Records), to the POINT OF BEGINNING; thence North 00°19'49" East, 43.00 feet, along the Westerly line of the Subject Parcel; thence South 89°35'50" East, 731.12 feet, to the Easterly line of the Subject Parcel; thence South 00°13'47" West, 43.00 feet along the Easterly line of the Subject Parcel, to the South line of said Section 30 and the centerline of said Nine Mile Road; thence North 89°35'50" West, 731.20 feet, along the South line of said Section 30 and the centerline of said Nine Mile Road and the North line of said "Park Place Subdivision", to the POINT OF BEGINNING. All of the above containing 0.722 Acres.

**LEGAL DESCRIPTION FOR CENTERLINE
OF 20' WIDE WATERMAIN EASEMENT**

**PART OF THE SOUTHWEST ¼ OF SECTION 30, T. 1 N., R. 8 E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:**

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;
THENCE S. 89° 35' 50" E. 1323.70 FEET ALONG THE SOUTH
LINE OF SAID SECTION 30 SAID LINE ALSO BEING THE
CENTERLINE OF NINE MILE ROAD (86 FEET WIDE); THENCE N.
00° 13' 47" W. 897.13 FEET TO THE POINT OF BEGINNING;
THENCE N. 89° 46' 13" W. 10.00 FEET; THENCE S. 00° 13'
47" W. 16.26 FEET; THENCE N. 00° 13' 47" E. 16.26 FEET;
AND THENCE N. 89° 46' 13" W. 171.50 FEET TO THE POINT
OF ENDING.

LEGAL DESCRIPTION FOR CENTERLINE OF 20' SANITARY SEWER EASEMENT

PART OF THE SOUTHWEST ¼ OF SECTION 30, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN
DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE S. 89° 35' 50" E. 1801.36 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 SAID LINE ALSO BEING THE CENTERLINE OF NINE MILE ROAD (86 FEET WIDE); THENCE S. 00° 24' 10" W. 28.61 FEET TO THE POINT OF BEGINNING; THENCE N. 64° 22' 01" W. 51.91 FEET; THENCE N. 89° 39' 29" W. 363.75 FEET; THENCE N. 71° 41' 50" W. 80.82 FEET; THENCE N. 00° 13' 47" E. 151.24 FEET; THENCE N. 61° 13' 41" W. 176.82 FEET; THENCE N. 02° 40' 53" W. 242.40 FEET; THENCE N. 00° 13' 47" E. 222.80 FEET TO A POINT A; THENCE N. 89° 46' 13" W. 311.88 FEET; THENCE S. 58° 42' 18" W. 123.24 FEET TO A POINT B; THENCE S. 32° 03' 49" W. 101.86 FEET; THENCE S. 05° 40' 28" W. 123.68 FEET; THENCE S. 05° 01' 05" E. 142.23 FEET; THENCE S. 21° 42' 04" E. 135.63 FEET; THENCE S. 44° 20' 16" W. 114.68 FEET; THENCE S. 33° 10' 41" W. 81.93 FEET; AND THENCE N. 89° 35' 50" W. 11.55 FEET TO A POINT OF ENDING.

RETURNING TO SAID POINT B; THENCE N. 52° 11' 16" W. 164.23 FEET; AND THENCE S. 88° 22' 23" W. 51.77 FEET TO THE POINT OF ENDING.

RETURNING TO SAID POINT A; THENCE N. 01° 02' 08" E. 289.34 FEET TO A POINT C; AND THENCE S. 89° 46' 13" E. 172.43 FEET TO A POINT OF ENDING.

RETURNING TO A SAID POINT C; THENCE N. 05° 16' 00" E. 148.03 FEET; THENCE N. 20° 59' 39" E. 156.41 FEET; THENCE N. 27° 25' 18" E. 184.78 FEET; THENCE N. 13° 58' 42" E. 194.48 FEET; THENCE N. 00° 13' 47" E. 174.08 FEET TO A POINT D; THENCE N. 89° 46' 13" W. 273.59 FEET; THENCE S. 58° 21' 54" W. 150.32 FEET; THENCE S. 27° 18' 27" W. 120.92 FEET; AND THENCE S. 41° 47' 45" W. 173.00 FEET TO A POINT OF ENDING.

RETURNING TO SAID POINT D; THENCE N. 00° 38' 36" E. 123.92 FEET; THENCE N. 11° 14' 12" E. 152.31 FEET; THENCE N. 34° 34' 38" E. 175.85 FEET; THENCE N. 25° 43' 28" E. 188.90 FEET TO A POINT E; THENCE N. 59° 43' 54" W. 177.09 FEET; THENCE N. 78° 36' 04" W. 102.97 FEET; THENCE S. 89° 38' 57" W. 429.32 FEET; AND THENCE S. 54° 14' 52" W. 132.44 FEET TO A POINT OF ENDING.

RETURNING TO SAID POINT E; THENCE S. 76° 37' 52" E. 149.38 FEET; THENCE N. 84° 51' 23" E. 183.04 FEET TO A POINT F; THENCE N. 23° 39' 07" E. 210.80 FEET; THENCE N. 08° 35' 54" E. 78.96 FEET; AND THENCE N. 00° 01' 53" E. 21.02 FEET TO A POINT OF ENDING.

RETURNING TO SAID POINT F; THENCE S. 70° 19' 08" E. 176.25 FEET; THENCE S. 40° 39' 07" E. 294.48 FEET; AND THENCE S. 17° 30' 34" W. 177.66 FEET TO THE POINT OF ENDING.

LEGAL DESCRIPTION ROAD RIGHT-OF-WAY DEDICATION

A part of the Southwest 1/4 of Section 30, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southwest Corner of said Section 30; thence South 89°35'50" East, 592.50 feet along the South line of said Section 30 and the centerline of Nine Mile Road, (said line being the North line of "Park Place Subdivision", as recorded in Liber 276 of Plats, on Pages 28 through 37, Oakland County Records), to the Southwest corner of the Subject Parcel thence North 00°19'49" East, 43.00 feet along the Westerly line of the Subject Parcel thence South S89°35'50" East, 60.92 feet, to the POINT OF Beginning; thence North 00° 24'10" East; 92.83 feet; thence 81.50 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23°20'53", and a chord bearing and distance of North 11°16'17" West, 80.94 feet; thence 175.23 feet along a curve to the right; said curve having a radius of 430.00 feet, a central angle of 23°20'53", and a chord bearing and distance of North 11°16'17" West, 174.02 feet; thence North 00°24'10" East, 123.92 feet, thence 407.62 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 89°49'37", and a chord bearing and distance of North 45°18'58" East, 367.14 feet; thence South 89°46'13" East, 218.88 feet; thence North 00°13'47" East, 157.70 feet; thence 339.35 feet along a curve to the right, said curve having a radius of 860.00 feet, a central angle of 22°36'30", and a chord bearing and distance of North 11° 32'02" East, 337.15 feet; thence North 22°50'17" East, 228.67 feet; thence 252.54 feet along a curve to the left, said curve having a radius of 640.00 feet, a central angle of 22°36'30", and a chord bearing and distance of North 11° 32' 02" East 250.90 feet; thence North 00°13'47" East, 116.92 feet; thence North 89°46'13" West, 176.37 feet; thence 219.64 feet along a curve to the left said curve having a radius of 200.00 a central angle of 62°55'20", and a chord bearing and distance of South 58°46'07" West; 208.77 feet; thence South 27°18'27" West, 75.27 feet; thence 52.93 feet along a curve to the left, said curve having a radius of 51.00 feet, a central angle of 59°27'51", and a chord bearing and distance of South 02°25'29" 50.59 feet thence 335.56 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 74°39'43", and a chord bearing and distance of North 74°49'33"West; 94.89 feet; thence 25.80 feet along a curve to the left, said curve having a radius of

42.00 feet, a central angle of $35^{\circ}11'52''$, and a chord bearing and distance of North $44^{\circ}54'23''$ East, 25.40 feet; thence North $27^{\circ}18'27''$ East, 114.94 feet; thence 285.53 feet along a curve to the right; said curve having a radius of 260.00 feet a central angle of $62^{\circ}55'20''$, and a chord bearing and distance of North $58^{\circ}46'07''$ East, 271.40 feet; thence South $89^{\circ}46'13''$ East, 176.37 feet; thence North $00^{\circ}13'47''$ East, 33.38 feet; thence 321.15 feet along a curve to the right said curve having radius of 430.00 feet, a central angle of $42^{\circ}47'31''$, and a chord bearing and distance of North $21^{\circ}37'33''$ East 313.74 feet; thence 61.78 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $17^{\circ}41'53''$, and a chord bearing and distance of North $34^{\circ}10'21''$ East, 61.53 feet; thence North $25^{\circ}19'25''$ East, 102.70 feet; thence 80.48 feet along a curve to the right; said curve having a radius of 530.00 feet, a central angle of $8^{\circ}42'00''$, and a chord bearing and distance of North $57^{\circ}04'54''$ West; 80.40 feet thence 131.44 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $37^{\circ}39'18''$, and a chord bearing and distance of North $71^{\circ}33'33''$ West, 129.09 feet; thence South $89^{\circ}36'48''$ West, 328.49 feet; thence 62.48 feet along a curve to the left, said curve having a radius of 51.00 feet, a central angle of $70^{\circ}11'37''$, and a Chord bearing and distance of South $54^{\circ}30'59''$ West, 58.65 feet; thence 305.67 feet along a curve to the right; said curve having a radius of 70.00 feet, a central angle of $35^{\circ}11'37''$, and a chord bearing and distance of North $35^{\circ}29'01''$ West, 114.55 feet; thence North $89^{\circ}36'48''$ East, 442.33 feet; thence 170.87 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $37^{\circ}39'18''$, and a chord bearing and distance of South $71^{\circ}33'33''$ East, 167.81 feet; thence 403.08 feet along a curve to the left, said curve having a radius of 470.00 feet, a central angle of $49^{\circ}08'18''$, and a chord bearing and distance of South $77^{\circ}18'03''$ East, 390.84 feet; thence 58.20 feet along a curve to the right said curve having a radius of 260.00 feet, a central angle of $12^{\circ}49'34''$, and a chord bearing and distance of North $84^{\circ}32'35''$ East, 58.08 feet; thence 116.00 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $25^{\circ}33'48''$, and a chord bearing and distance of North $21^{\circ}05'49''$ East 115.04 feet; thence 191.36 feet along a curve to the left, said curve having a radius of 320.00 feet a central angle of $34^{\circ}15'47''$, and a chord bearing and distance of North $16^{\circ}44'49''$ East, 188.52 feet; thence North $00^{\circ}23'04''$ West, 11.22 feet, to the Northerly boundary of the Subject Parcel; thence North $89^{\circ}35'13''$ East, 60.00 feet, along the Northerly boundary of the subject Parcel; thence South $00^{\circ}23'04''$ East, 11.25 feet; thence 227.24 feet along a curve to the right, said curve having a radius of 380.00 feet, a central angle of $34^{\circ}15'47''$, and a chord bearing and distance of South $16^{\circ}44'49''$ West 223.87 feet; thence 88.47 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $25^{\circ}20'37''$, and a chord bearing and distance of South $21^{\circ}12'24''$ West, 87.85 feet; thence 166.25 feet along a curve to the right, said curve having a radius of 260.00 feet a central angle of $36^{\circ}38'09''$, and a chord bearing and distance of South $57^{\circ}28'22''$ East 163.43 feet; thence South $39^{\circ}09'18''$ East, 289.71 feet; thence 309.58 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of $73^{\circ}23'54''$, and a chord bearing and distance of South $87^{\circ}32'39''$ West, 112.25 feet; thence 53.80 feet along a curve to the left, said curve having a radius of 42.00 feet a central angle of $73^{\circ}23'54''$, and a chord bearing and distance of North $02^{\circ}27'21''$ West, 50.20 feet; thence North $39^{\circ}09'18''$ West, 182.38 feet; thence 218.92 feet along a curve to the left, said curve having a radius of 200.00 feet a central angle of $62^{\circ}42'54''$, and a chord bearing and distance of North $70^{\circ}30'45''$ West, 208.15 feet; thence 314.03 feet along a curve to the right said curve having a radius of 530.00 feet, a central angle of $33^{\circ}56'55''$, and a chord bearing and distance of North $84^{\circ}53'44''$ West 309.46 feet; thence South $25^{\circ}19'25''$ West, 102.70 feet; thence 80.31 feet along a curve to the right; said curve having a radius of 260.00 feet, a central angle of $17^{\circ}41'53''$, and a chord bearing and distance of South $34^{\circ}10'21''$ West 79.99 feet; thence 276.34 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of $42^{\circ}47'31''$, and a chord bearing and distance of South $21^{\circ}37'33''$ West, 269.96 feet; thence South $00^{\circ}13'47''$ West 210.31 feet; thence 276.21 feet along a curve to the right, said curve having a radius of 700.00 feet, a central angle of $22^{\circ}36'30''$, and a chord bearing and distance of South $11^{\circ}32'02''$ West, 274.42 feet; thence South $22^{\circ}50'17''$ West 228.67 feet; thence 315.67 feet along a curve to the left, said curve having a radius of 800.00 feet central angle of $22^{\circ}36'30''$, and a chord bearing and distance of South $11^{\circ}32'02''$ West 313.63 feet; thence South $00^{\circ}13'47''$ West 531.40 feet, thence 36.65 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of $49^{\circ}59'41''$, and a chord bearing and distance of South $24^{\circ}46'04''$ East 35.50 feet; thence 342.07 feet along a curve to the right said curve having a radius of 70.00 feet, a central angle of $89^{\circ}59'22''$, and a chord bearing and distance of North $89^{\circ}46'13''$ West 90.00 feet; thence 36.65 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of $49^{\circ}59'41''$, and a chord bearing and distance of North $25^{\circ}13'38''$ East, 35.50 feet; thence North $00^{\circ}13'47''$ East, 313.70 feet; thence North $89^{\circ}46'13''$ West 218.88 feet; thence 313.56 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $89^{\circ}49'37''$, and a chord bearing and distance of South $45^{\circ}18'58''$ West 282.42 feet; thence South $00^{\circ}24'10''$ West, 123.92 feet; thence 185.57 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of $28^{\circ}44'10''$, and a chord bearing and distance of South $13^{\circ}57'55''$ East, 183.63 feet; thence 130.40 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $28^{\circ}44'10''$ and a chord bearing and distance of South $13^{\circ}57'55''$ East, 129.04 feet; thence South $00^{\circ}24'10''$ West, 39.62 feet thence North $89^{\circ}35'50''$ West, 86.00 feet, to the POINT OF BEGINNING, All of the above containing: 8.99 acres



February 18, 2013

RECEIVED

FEB 20 2013

CITY OF NOVI
COMMUNITY DEVELOPMENT

Ms. Valentina Nuculaj, Planning
City of Novi - Community Development Department
45175 W. Ten Mile Road
Novi, Michigan 48375

RE: Final Acceptance Documents – Bella Terra (fka. Provincial Glades) Development
Section 30, City of Novi

Dear Ms. Nucula,

Attached for your review and record filing are the following final acceptance documents for the above referenced project that was completed by Pinnacle Homes;

- Maintenance & Guarantee Bond – original signed & notarized by Cadillac Asphalt
- Sworn Statement - signed and notarized by Cadillac Asphalt
- Full Unconditional Waiver – signed by Cadillac Asphalt

We are finalizing the remaining acceptance items required for the project, and will be submitting them shortly. Should you have any questions on this matter, please don't hesitate to contact me at (734) 929-8919.

Sincerely,
A-Team Associates

William W. Anderson, PE
President

Enc.
XC: Howard Fingerroot, Pinnacle Homes/DPG

Jim Bliss, being duly sworn, deposes and says that: Cadillac Asphalt is the contractor for an improvement to the following described real property situated in Oakland county, described as follows:
Bella Terra

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor has 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, as follows:

WORK CATEGORY DESCRIPTION	SUBCONTRACTOR/SUPPLIER / LABORER	TOTAL CONTRACT PRICE	NET PREVIOUSLY PAID	PAST DUE	CURRENT DUE	BALANCE TO COMPLETE *
"None"						-
						-
						-
						-
						-
						-
						-
TOTAL		-	-	-	-	-

* Including retention

That the contractor has not procured material from, or subcontracted with, any person other than those set forth on this form and owes no money for the improvement other than the sums set forth on this form. Deponent further says that he or she makes the foregoing statement as the contractor for the purpose of representing to the owner or lessee of the described on this form premises and his or her agents that the property described on this form is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth on this form and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

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

J.B. / Area Manager
Name, Title

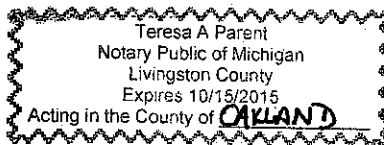
WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 25 day of January ~~2000~~ 2013

Teresa Parent
Name, Title

Notary Public LIVINGSTON County, Michigan

My Commission Expires 10/15/2015



FULL UNCONDITIONAL WAIVER

My/our contract with Pinnacle Homes to provide
Asphalt paving and related work (other contracting party)
Bella Terra - City of Novi for the improvement of the property described as

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

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

Jim Bliss

(Printed Name of Lien Claimant)



(Signature of lien claimant)

Signed on: 1-25-13

Address: 51777 12 Mile

Wixom, MI 48393

Telephone: 248-380-3645

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



SEYBURN KAHN
ATTORNEYS & COUNSELORS

2000 TOWN CENTER, SUITE 1500, SOUTHFIELD, MICHIGAN 48075-1148

TELEPHONE (248) 353-7620
FACSIMILE (248) 353-3727

BRUCE H. SEYBURN
BRUCE S. KAHN¹
JOEL H. SERLIN
MARK S. COHN
ALAN M. STILLMAN
MICHAEL N. SANTEUFEMIA
HENRY M. NIRENBERG, LL.M.
HAROLD R. OSEFF
BARRY M. ROSENBAUM
TOVA SHABAN
RICHARD E. BAKER

RONALD L. CORNELL, JR.²
DAVID C. MAY
BARRY R. POWERS
MARGUERITE M. DONAHUE
JENNIFER SCHOATS FLACK^{3,4,5}
JULIE C. CANNER
JOSEPH W. LASH
SCOTT A. SMALL⁶
MICHAEL D. MEZEY
BRADLEY F. SCOBEL
KIMBERLY M. HUSTON

L. DAMON WHITMORE
JOSEPH PIA
LAURA B. BLOOM⁶
DAVID T. LIN⁵
GREGORY M. KRAUSE⁶
SCOTT G. WALLACE⁷
DUNCAN P. OGILVIE
NEAL A. COOPER³
JONATHAN H. SCHWARTZ

OF COUNSEL
BARRY R. BESS, LL.M.
GORDON S. GOLD⁷

COUNSEL
DAVID J. LIEBERMAN
ELIZABETH BURNS POWERS
CAROLYN SCHWARZ TISDALE^{8,9}

¹ ALSO MEMBER OF CALIFORNIA BAR
² ALSO MEMBER OF NORTH CAROLINA BAR
³ ALSO MEMBER OF MINNESOTA BAR
⁴ ALSO MEMBER OF DISTRICT OF COLUMBIA BAR
⁵ ALSO MEMBER OF ILLINOIS BAR
⁶ ALSO MEMBER OF OHIO BAR
⁷ ALSO MEMBER OF FLORIDA BAR
⁸ ALSO MEMBER OF NEW YORK BAR
⁹ ALSO MEMBER OF CONNECTICUT BAR

December 16, 2013

Mr. Aaron Staup
c/o Ms. Valentina Nuculaj
City of Novi
Construction Engineering Coordinator
45175 W. Ten Mile Road
Novi, MI 48375

Re: Request for Waiver of Maintenance & Guaranty Bonds - Bella Terra

Dear Mr. Staup:

I represent Pinnacle-Novu LLC, a Michigan limited liability company ("Pinnacle"), the successor developer of the residential site condominium project commonly known as Bella Terra (f/k/a Provincial Glades) (the "Project"), and hereby submit this request on its behalf.

As you are aware, Pinnacle has been working to complete the dedication of certain water and sewer improvements to the City of Novi, as well as the dedication of the roads within the Project, which process was previously left incomplete by the original developer. To that end, Pinnacle has submitted the following documents to the City of Novi:

- * Water System Easement
- * Sanitary Sewer System Easement
- * Bill of Sale - Water System
- * Bill of Sale - Sanitary Sewer System
- * Warranty Deed - 9 Mile Road ROW
- * Warranty Deed - Internal Roads
- * Bill of Sale - Roadway Improvements



December 16, 2013

Page 2

Both the water and sanitary sewer system for the Project were installed by the original developer in 2005 and have been in continuous operation since that time. The City of Novi generally requires that maintenance and guaranty bonds be posted for two (2) years following the installation/dedication of such improvements to ensure that the systems were properly installed, free from material defects and fully paid. In this instance, Pinnacle is requesting a waiver of the maintenance and guaranty bonds for the water and sewer system as such system has been in operation without any significant issue for over eight (8) years. Moreover, as Pinnacle was not the original developer who installed such improvements (nor has Pinnacle completed any significant work on such improvements), requiring Pinnacle to secure such maintenance and guaranty bonds would be exceptionally difficult, if not impossible. Accordingly, Pinnacle requests that this requirement be waived under Section 1-12 of the Novi City Code.

Thank you for your consideration in this matter. If you have any questions regarding this request, please do not hesitate to contact Pinnacle's coordinating engineer (William Anderson) or me.

Very truly yours,

SEYBURN KAHN

A handwritten signature in black ink, appearing to read 'Bradley F. Scobel', written over the printed name.

Bradley F. Scobel

BFS/ss

cc: William Anderson

Elizabeth Kudla Saarela, Esq.

Sec. 26.5-33. Requirements for completion of improvements in developments with public streets and utilities.

The following requirements shall apply where the streets and utilities within a development are contemplated or required to be dedicated to the public and accepted by the city.

(1) *Completion of utilities and acceptance for maintenance.*

d. The following acceptance documents (executed by or on behalf of the applicant unless otherwise specified herein) must be submitted to the city engineer for review and approval prior to approval of plot plan for single-family residential building sites, including platted subdivisions and site condominiums and prior to issuance of any temporary certificate of occupancy for all other developments:

12. Maintenance and guarantee bond equal to twenty-five (25) percent of the cost of the construction of the utilities to be accepted. This bond must be in effect for a period of two (2) years from the date of the "acknowledgement" signed by the city engineer indicating the city has accepted the utilities and corresponding easements.