



## CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**January 8, 2018**

**SUBJECT:** Acceptance of residential streets in Berkshire Pointe and adoption of the Act 51 New Street Resolution accepting Hartwick Drive, Hartwick Circle, and Harrier Place as public, adding 0.60 miles of roadway to the City's street system.

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

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

Pulte Homes of Michigan, LLC., developers of Berkshire Pointe site condominiums, have requested the dedication of Hartwick Drive, Hartwick Circle, and Harrier Place. The request also includes City of Novi acceptance of the aforementioned streets as public assets. The right-of-way widths for each of the above proposed streets are sixty (60) feet. The development is located west of Wixom Road and south of Grand River Avenue.

The streets of Berkshire Pointe have been constructed in accordance with City Standards according to the City's consulting engineer (Spalding DeDecker, December 13, 2017). The related acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form so as to permit acceptance by City Council (Spalding DeDecker, November 7, 2017 and Beth Saarela, November 13, 2017, respectively). The enclosed resolution satisfies the Michigan Department of Transportation requirement for adding 0.60 miles of roadway to Act 51 funding.

**RECOMMENDED ACTION:** Acceptance of residential streets in Berkshire Pointe and adoption of the Act 51 New Street Resolution accepting Hartwick Drive, Hartwick Circle, and Harrier Place as public, adding 0.60 miles of roadway to the City's street system.

CITY OF NOVI  
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**BERKSHIRE POINTE  
HARTWICK DRIVE, HARTWICK CIRCLE, AND HARRIER PLACE**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on January 8, 2018, 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 Hartwick Drive, Hartwick Circle, and Harrier Place, 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 Hartwick Drive, Hartwick Circle, and Harrier Place were open to the public since 2015.

**NOW THEREFORE, IT IS THEREFORE RESOLVED** that the Mayor and Novi City Council hereby accept Hartwick Drive, Hartwick Circle, and Harrier Place and direct such to be included in the City's public street system.

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

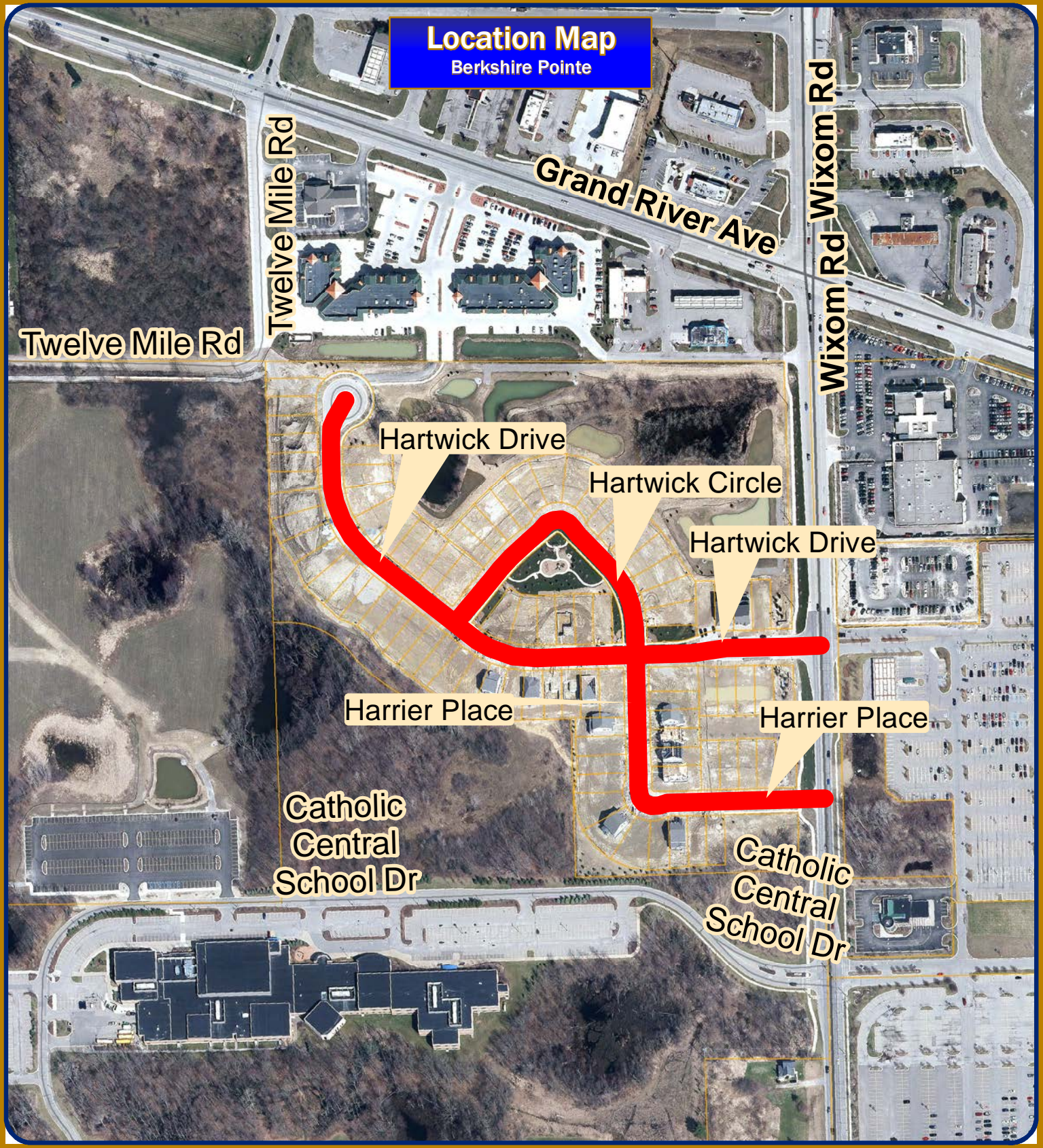
\_\_\_\_\_  
Cortney Hanson, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 8th day of January, 2018 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

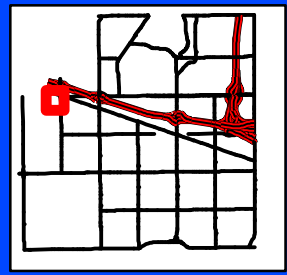
\_\_\_\_\_  
Cortney Hanson, City Clerk  
City of Novi

**Location Map**  
Berkshire Pointe



Map Author: Theresa Bridges  
 Date: December 21, 2017  
 Project:  
 Version #:  
 Amended By:  
 Date:  
 Department:

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



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





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

November 13, 2017

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

**Re: Berkshire Pointe JSP 13-0047  
Acceptance Documents**

Dear Mr. Melistas:

We have received and reviewed the following documents for Berkshire Pointe:

- Warranty Deed for Interior Roads
- Bill of Sale for Paving – Interior Roads
- Title Search

The Warranty Deed and corresponding Bill of Sale conveying the interior roads for the Berkshire Pointe Development appears to be in order and may be placed on an upcoming City Council Agenda for acceptance. Once accepted it should be recorded with the Oakland County Register of Deeds in the usual manner. The Title Commitment 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

EKS

- C: Cortney Hanson, Clerk (w/Enclosures-Originals to follow by Interoffice Mail once received)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Sri Komaragiri, Planner (w/Enclosures)  
Hannah Smith, Planning Assistant (w/Enclosures)  
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)  
Darcy Rechten, Plan Review Engineer (w/Enclosures)  
Theresa Bridges, Construction Engineer (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Paul Schyck, Pulte Homes of Michigan (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**WARRANTY DEED**  
(Interior Roads)

KNOW ALL BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is: 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48034, conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan:

See attached Exhibit A and B 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 Dollar (\$1.00), subject to easements, restrictions, and other matters of record, existing utilities, rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, highway or drainage purposes, if any, zoning ordinances, and the lien of real estate taxes not yet due and payable and subject to the matters listed on attached Exhibit C ("Permitted Exceptions").

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, MCL 560.108, as amended.

This property may be located within the vicinity of farmland 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.

This Property is being conveyed for, and is restricted to, use as a public road only and related improvements, and for public and private utilities.

This Deed is exempt from State and Local transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

Dated this 25<sup>th</sup> day of September, 2017.

GRANTOR:  
Pulte Homes of Michigan LLC,  
a Michigan limited liability company

By: Paul W. Schyck  
Paul Schyck  
Its: Director of Land Development

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2017, by Paul Schyck, Director of Land Development for Pulte Homes of Michigan LLC, a Michigan limited liability company, known to me to be the person who executed the within instrument and who acknowledged the same to be their free act and deed on behalf of said company.

Embossed Hereon Is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
AMANDA J. VANDERPOOL

Amanda J. Vanderpool  
Notary Public Amanda J. Vanderpool  
Oakland County, Michigan  
Acting in Oakland County, Michigan

<u>When Recorded Return to:</u> Courtney Hanson, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	<u>Send Subsequent Tax Bills to:</u> City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	<u>Drafted by:</u> Gregory J. Gamalski Bodman PLC 201 W. Big Beaver, Suite 500, Troy, MI 48084
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**EXHIBIT A**

A DESCRIPTION OF A ROAD DEDICATION LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE S. 00°41'00" E. 643.59 FEET IN PART ALONG THE EXISTING AND PROPOSED WEST RIGHT OF WAY LINE OF WIXOM ROAD (60 FEET WIDE, 1/2 WIDTH) TO THE POINT OF BEGINNING OF SAID ROAD DEDICATION; THENCE S. 89°19'13" W. 180.61 FEET; THENCE 37.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 114.00 FEET, CENTRAL ANGLE 18°42'07" AND A CHORD THAT BEARS S. 79°58'09" W. 37.05 FEET; THENCE S. 70°37'06" W. 33.17 FEET; THENCE 32.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 100.00 FEET, CENTRAL ANGLE 18°42'07" AND A CHORD THAT BEARS S. 79°58'09" W. 32.50 FEET; THENCE S. 89°19'13" W. 69.35 FEET TO POINT 'A'; THENCE N. 00°40'47" W. 34.13 FEET; THENCE 193.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 260.00 FEET, CENTRAL ANGLE 42°35'28" AND A CHORD THAT BEARS N. 21°58'31" W. 188.85 FEET; THENCE N. 43°16'14" W. 94.88 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS N. 30°36'17" W. 14.91 FEET; THENCE 165.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 135°09'43" AND A CHORD THAT BEARS N. 85°31'12" W. 129.42 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS S. 39°33'54" W. 14.91 FEET; THENCE S. 52°13'51" W. 26.68 FEET; THENCE 108.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE 12°25'29" AND A CHORD THAT BEARS S. 46°01'06" W. 108.21 FEET; THENCE S. 39°48'22" W. 136.09 FEET; THENCE N. 50°11'38" W. 227.86 FEET; THENCE 198.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE 49°27'26" AND A CHORD THAT BEARS N. 25°27'55" W. 192.43 FEET; THENCE N. 00°44'12" W. 69.64 FEET; THENCE 62.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 51.00 FEET, CENTRAL ANGLE 70°11'37" AND A CHORD THAT BEARS N. 34°21'36" E. 58.65 FEET; THENCE 305.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 250°11'37" AND A CHORD THAT BEARS N. 55°38'24" W. 114.55 FEET; THENCE S. 00°44'12" E. 183.37 FEET; THENCE 250.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 290.00 FEET, CENTRAL ANGLE 49°28'46" AND A CHORD THAT BEARS S. 25°27'15" E. 242.73 FEET; THENCE S. 50°11'38" E. 303.37 FEET; THENCE 190.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 270.00 FEET, CENTRAL ANGLE 40°29'09" AND A CHORD THAT BEARS S. 70°26'13" E. 186.84 FEET; THENCE N. 89°19'13" E. 213.37 FEET; THENCE S. 00°40'47" E. 257.98 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS S. 11°59'10" W. 14.91 FEET; THENCE 171.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 140°39'48" AND A CHORD THAT BEARS S. 45°40'47" E. 131.83 FEET; THENCE 15.03 FEET ALONG THE AN ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS N. 76°39'16" E. 14.91 FEET; THENCE N. 89°19'13" E. 305.52 FEET TO A POINT ON SAID PROPOSED WEST RIGHT OF WAY LINE; THENCE ALONG SAID LINE N. 00°41'00" W. 60.00 FEET; THENCE

S. 89°19'13" W. 341.01 FEET; THENCE 14.14 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 9.00 FEET, CENTRAL ANGLE 90°00'00" AND A CHORD THAT BEARS N. 45°40'47" W. 12.73 FEET; THENCE N. 00°40'47" W. 293.48 FEET; THENCE N. 89°19'13" E. 111.24 FEET; THENCE S. 86°33'22" E. 56.35 FEET; THENCE N. 89°19'13" E. 182.19 FEET TO A POINT ON SAID PROPOSED WEST RIGHT OF WAY LINE; THENCE ALONG SAID LINE N. 00°41'00"W. 86.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE FOLLOWING DESCRIBED PARCEL, COMMENCING AT POINT 'A'; THENCE S. 89°19'13" W. 60.00 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTED PARCEL; THENCE S. 89°19'13" W. 213.37 FEET; THENCE 148.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 210.00 FEET, CENTRAL ANGLE 40°29'09" AND A CHORD THE BEARS N. 70°26'13" W. 145.32 FEET; THENCE N. 50°11'38" W. 15.52 FEET; THENCE N. 39°48'22" E. 136.09 FEET; THENCE 95.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 440.00 FEET, CENTRAL ANGLE 12°25'29" AND A CHORD THAT BEARS N. 46°01'06" E. 95.23 FEET; THENCE N. 52°13'51" E. 63.00 FEET; THENCE 13.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 9.00 FEET, CENTRAL ANGLE 84°29'55" AND A CHORD THAT BEARS S. 85°31'12" E. 12.10 FEET; THENCE S. 43°16'14" E. 131.21 FEET; THENCE 148.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE 42°35'28" AND A CHORD THAT BEARS S. 21°58'31" E. 145.27 FEET; THENCE S. 00°40'47" E. 34.13 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

See attached

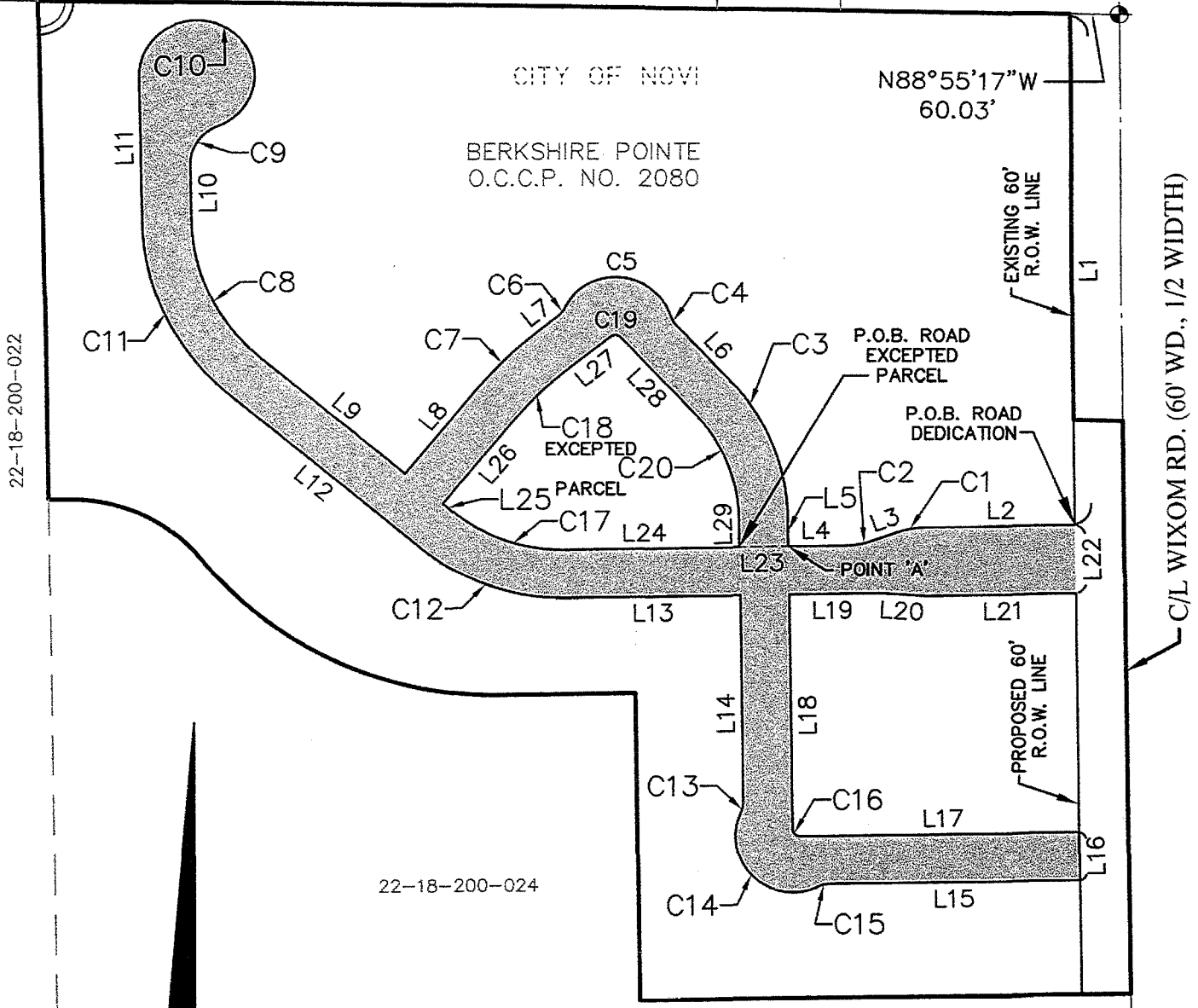
22-07-476-006

CITY OF WIXOM

22-07-476-003

22-07-476-004

N.E. CORNER SECTION 18 T. 1 N., R. 8 E. CITY OF NOVI OAKLAND COUNTY, MI.



SCALE: 1" = 200'

**LEGEND**

P.O.B. POINT OF BEGINNING

SEE SHEET 2/4 FOR LINE DATA.  
SEE SHEET 3/4 FOR CURVE DATA.  
SEE SHEET 4/4 FOR LEGAL DESCRIPTION.

REVISIONS		
ITEM	DATE	BY
REVISE LEGAL	9-13-17	PTG

**ROAD DEDICATION  
BERKSHIRE POINTE**

NOVI MICHIGAN

**Z E I M E T W O Z N I A K**  
& ASSOCIATES  
Civil Engineers & Land Surveyors  
55800 GRAND RIVER AVE, SUITE 100  
NEW HUDSON, MICHIGAN 48165  
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	7-27-17	SCALE HOR: 1" = 200'
DESIGNED BY	PTG	FIELD BOOK NO.
DRAWN BY	PTG	JOB NO. <b>13165</b>
		SHEET NO. <b>1/4</b>

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Line Table		
Line #	Direction	Length
L1	S00°41'00"E	643.59'
L2	S89°19'13"W	180.61'
L3	S70°37'06"W	33.17'
L4	S89°19'13"W	69.35'
L5	N00°40'47"W	34.13'
L6	N43°16'14"W	94.88'
L7	S52°13'51"W	26.68'
L8	S39°48'22"W	136.09'
L9	N50°11'38"W	227.86'
L10	N00°44'12"W	69.64'
L11	S00°44'12"E	183.37'
L12	S50°11'38"E	303.37'
L13	N89°19'13"E	213.37'
L14	S00°40'47"E	257.98'
L15	N89°19'13"E	305.52'


Line Table		
Line #	Direction	Length
L16	N00°41'00"W	60.00'
L17	S89°19'13"W	341.01'
L18	N00°40'47"W	293.48'
L19	N89°19'13"E	111.24'
L20	S86°33'22"E	56.35'
L21	N89°19'13"E	182.19'
L22	N00°41'00"W	86.00'
L23	S89°19'13"W	60.00'
L24	S89°19'13"W	213.37'
L25	N50°11'38"W	15.52'
L26	N39°48'22"E	136.09'
L27	N52°13'51"E	63.00'
L28	S43°16'14"E	131.21'
L29	S00°40'47"E	34.13'

<b>REVISIONS</b> <table border="1"> <thead> <tr> <th>ITEM</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>REVISE LEGAL</td> <td>9-13-17</td> <td>PTG</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			ITEM	DATE	BY	REVISE LEGAL	9-13-17	PTG																						<b>ROAD DEDICATION BERKSHIRE POINTE</b> NOV1 MICHIGAN		DATE 7-27-17	SCALE HOR: 1" = FIELD BOOK NO.
ITEM	DATE	BY																															
REVISE LEGAL	9-13-17	PTG																															
<b>Z EIMET W OZNI AK</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com			DESIGNED BY	JOB NO. <b>13165</b>																													
			DRAWN BY PTG	SHEET NO. <b>2/4</b>																													

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Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	37.21'	114.00'	018°42'07"	S79°58'09"W	37.05'
C2	32.64'	100.00'	018°42'07"	S79°58'09"W	32.50'
C3	193.27'	260.00'	042°35'28"	N21°58'31"W	188.85'
C4	15.03'	34.00'	025°19'54"	N30°36'17"W	14.91'
C5	165.13'	70.00'	135°09'43"	N85°31'12"W	129.42'
C6	15.03'	34.00'	025°19'54"	S39°33'54"W	14.91'
C7	108.43'	500.00'	012°25'29"	S46°01'06"W	108.21'
C8	198.53'	230.00'	049°27'26"	N25°27'55"W	192.43'
C9	62.48'	51.00'	070°11'37"	N34°21'36"E	58.65'
C10	305.67'	70.00'	250°11'37"	N55°38'24"W	114.55'
C11	250.44'	290.00'	049°28'46"	S25°27'15"E	242.73'
C12	190.78'	270.00'	040°29'09"	S70°26'13"E	186.84'
C13	15.03'	34.00'	025°19'54"	S11°59'10"W	14.91'
C14	171.85'	70.00'	140°39'48"	S45°40'47"E	131.83'
C15	15.03'	34.00'	025°19'54"	N76°39'16"E	14.91'
C16	14.14'	9.00'	090°00'00"	N45°40'47"W	12.73'
C17	148.39'	210.00'	040°29'09"	N70°26'13"W	145.32'
C18	95.41'	440.00'	012°25'29"	N46°01'06"E	95.23'
C19	13.27'	9.00'	084°29'55"	S85°31'12"E	12.10'
C20	148.67'	200.00'	042°35'28"	S21°58'31"E	145.27'

<b>REVISIONS</b>			<b>ROAD DEDICATION BERKSHIRE POINTE</b>		<b>DATE</b>		<b>SCALE</b>	
ITEM	DATE	BY			7-27-17		HOR: 1" =	
REVISE	LEGAL	9-13-17	PTG	NOVI		FIELD BOOK NO.		
				MICHIGAN		DESIGNED BY		
				 <b>ZEIMET WOZNIAK</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		JOB NO.		
						13165		
				DRAWN BY		SHEET NO.		
				PTG		3/4		

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LEGAL DESCRIPTION

A DESCRIPTION OF A ROAD DEDICATION LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE S. 00°41'00" E. 643.59 FEET IN PART ALONG THE EXISTING AND PROPOSED WEST RIGHT OF WAY LINE OF WIXOM ROAD (60 FEET WIDE, 1/2 WIDTH) TO THE POINT OF BEGINNING OF SAID ROAD DEDICATION; THENCE S. 89°19'13" W. 180.61 FEET; THENCE 37.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 114.00 FEET, CENTRAL ANGLE 18°42'07" AND A CHORD THAT BEARS S. 79°58'09" W. 37.05 FEET; THENCE S. 70°37'06" W. 33.17 FEET; THENCE 32.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 100.00 FEET, CENTRAL ANGLE 18°42'07" AND A CHORD THAT BEARS S. 79°58'09" W. 32.50 FEET; THENCE S. 89°19'13" W. 69.35 FEET TO POINT 'A'; THENCE N. 00°40'47" W. 34.13 FEET; THENCE 193.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 260.00 FEET, CENTRAL ANGLE 42°35'28" AND A CHORD THAT BEARS N. 21°58'31" W. 188.85 FEET; THENCE N. 43°16'14" W. 94.88 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS N. 30°36'17" W. 14.91 FEET; THENCE 165.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 135°09'43" AND A CHORD THAT BEARS N. 85°31'12" W. 129.42 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS S. 39°33'54" W. 14.91 FEET; THENCE S. 52°13'51" W. 26.68 FEET; THENCE 108.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE 12°25'29" AND A CHORD THAT BEARS S. 46°01'06" W. 108.21 FEET; THENCE S. 39°48'22" W. 136.09 FEET; THENCE N. 50°11'38" W. 227.86 FEET; THENCE 198.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE 49°27'26" AND A CHORD THAT BEARS N. 25°27'55" W. 192.43 FEET; THENCE N. 00°44'12" W. 69.64 FEET; THENCE 62.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 51.00 FEET, CENTRAL ANGLE 70°11'37" AND A CHORD THAT BEARS N. 34°21'36" E. 58.65 FEET; THENCE 305.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 250°11'37" AND A CHORD THAT BEARS N. 55°38'24" W. 114.55 FEET; THENCE S. 00°44'12" E. 183.37 FEET; THENCE 250.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 290.00 FEET, CENTRAL ANGLE 49°28'46" AND A CHORD THAT BEARS S. 25°27'15" E. 242.73 FEET; THENCE S. 50°11'38" E. 303.37 FEET; THENCE 190.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 270.00 FEET, CENTRAL ANGLE 40°29'09" AND A CHORD THAT BEARS S. 70°26'13" E. 186.84 FEET; THENCE N. 89°19'13" E. 213.37 FEET; THENCE S. 00°40'47" E. 257.98 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS S. 11°59'10" W. 14.91 FEET; THENCE 171.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 140°39'48" AND A CHORD THAT BEARS S. 45°40'47" E. 131.83 FEET; THENCE 15.03 FEET ALONG THE AN ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS N. 76°39'16" E. 14.91 FEET; THENCE N. 89°19'13" E. 305.52 FEET TO A POINT ON SAID PROPOSED WEST RIGHT OF WAY LINE; THENCE ALONG SAID LINE N. 00°41'00" W. 60.00 FEET; THENCE S. 89°19'13" W. 341.01 FEET; THENCE 14.14 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 9.00 FEET, CENTRAL ANGLE 90°00'00" AND A CHORD THAT BEARS N. 45°40'47" W. 12.73 FEET; THENCE N. 00°40'47" W. 293.48 FEET; THENCE N. 89°19'13" E. 111.24 FEET; THENCE S. 86°33'22" E. 56.35 FEET; THENCE N. 89°19'13" E. 182.19 FEET TO A POINT ON SAID PROPOSED WEST RIGHT OF WAY LINE; THENCE ALONG SAID LINE N. 00°41'00" W. 86.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE FOLLOWING DESCRIBED PARCEL, COMMENCING AT POINT 'A'; THENCE S. 89°19'13" W. 60.00 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTED PARCEL; THENCE S. 89°19'13" W. 213.37 FEET; THENCE 148.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 210.00 FEET, CENTRAL ANGLE 40°29'09" AND A CHORD THE BEARS N. 70°26'13" W. 145.32 FEET; THENCE N. 50°11'38" W. 15.52 FEET; THENCE N. 39°48'22" E. 136.09 FEET; THENCE 95.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 440.00 FEET, CENTRAL ANGLE 12°25'29" AND A CHORD THAT BEARS N. 46°01'06" E. 95.23 FEET; THENCE N. 52°13'51" E. 63.00 FEET; THENCE 13.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 9.00 FEET, CENTRAL ANGLE 84°29'55" AND A CHORD THAT BEARS S. 85°31'12" E. 12.10 FEET; THENCE S. 43°16'14" E. 131.21 FEET; THENCE 148.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE 42°35'28" AND A CHORD THAT BEARS S. 21°58'31" E. 145.27 FEET; THENCE S. 00°40'47" E. 34.13 FEET TO THE POINT OF BEGINNING.

<b>REVISIONS</b>			<b>ROAD DEDICATION BERKSHIRE POINTE</b>		<b>DATE</b>	<b>SCALE</b> HOR: 1" =	
<b>ITEM</b>	<b>DATE</b>	<b>BY</b>			7-27-17	<b>FIELD BOOK NO.</b>	
REVISE LEGAL	9-13-17	PTG	NOVI	MICHIGAN	<b>DESIGNED BY</b>	<b>JOB NO.</b> 13165	© COPYRIGHT 2017
			 <b>ZEIMET WOZNIAK &amp; ASSOCIATES</b> Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		<b>DRAWN BY</b>	<b>SHEET NO.</b>	
					PTG	4/4	

**EXHIBIT C**

(Permitted Exceptions)

1. Real estate taxes, which are a lien not yet due and payable.
2. Installments of special assessments, if any, payable after the date of this Warranty Deed
3. Matters set forth in the Master Deed for Berkshire Pointe, a Residential Condominium, known as Oakland County Condominium No. 2080, recorded June 18, 2014, in Liber 47138, Page 454, in the Office of the Register of Deeds of Oakland County, Michigan.



**WARRANTY DEED**  
(Interior Roads)

KNOW ALL BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is: 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48034, conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan:

See attached Exhibit A and B 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 Dollar (\$1.00), subject to easements, restrictions, and other matters of record, existing utilities, rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, highway or drainage purposes, if any, zoning ordinances, and the lien of real estate taxes not yet due and payable and subject to the matters listed on attached Exhibit C ("Permitted Exceptions").

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, MCL 560.108, as amended.

This property may be located within the vicinity of farmland 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.

This Property is being conveyed for, and is restricted to, use as a public road only and related improvements, and for public and private utilities.

This Deed is exempt from State and Local transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

Dated this 25<sup>th</sup> day of September, 2017.

GRANTOR:  
Pulte Homes of Michigan LLC,  
a Michigan limited liability company

By: Paul W. Schyck  
Paul Schyck  
Its: Director of Land Development

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2017, by Paul Schyck, Director of Land Development for Pulte Homes of Michigan LLC, a Michigan limited liability company, known to me to be the person who executed the within instrument and who acknowledged the same to be their free act and deed on behalf of said company.

Embossed Hereon Is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
AMANDA J. VANDERPOOL

Amanda J. Vanderpool  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan

<u>When Recorded Return to:</u> Courtney Hanson, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	<u>Send Subsequent Tax Bills to:</u> City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	<u>Drafted by:</u> Gregory J. Gamalski Bodman PLC 201 W. Big Beaver, Suite 500, Troy, MI 48084
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**EXHIBIT A**

A DESCRIPTION OF A ROAD DEDICATION LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE S. 00°41'00" E. 643.59 FEET IN PART ALONG THE EXISTING AND PROPOSED WEST RIGHT OF WAY LINE OF WIXOM ROAD (60 FEET WIDE, 1/2 WIDTH) TO THE POINT OF BEGINNING OF SAID ROAD DEDICATION; THENCE S. 89°19'13" W. 180.61 FEET; THENCE 37.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 114.00 FEET, CENTRAL ANGLE 18°42'07" AND A CHORD THAT BEARS S. 79°58'09" W. 37.05 FEET; THENCE S. 70°37'06" W. 33.17 FEET; THENCE 32.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 100.00 FEET, CENTRAL ANGLE 18°42'07" AND A CHORD THAT BEARS S. 79°58'09" W. 32.50 FEET; THENCE S. 89°19'13" W. 69.35 FEET TO POINT 'A'; THENCE N. 00°40'47" W. 34.13 FEET; THENCE 193.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 260.00 FEET, CENTRAL ANGLE 42°35'28" AND A CHORD THAT BEARS N. 21°58'31" W. 188.85 FEET; THENCE N. 43°16'14" W. 94.88 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS N. 30°36'17" W. 14.91 FEET; THENCE 165.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 135°09'43" AND A CHORD THAT BEARS N. 85°31'12" W. 129.42 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS S. 39°33'54" W. 14.91 FEET; THENCE S. 52°13'51" W. 26.68 FEET; THENCE 108.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE 12°25'29" AND A CHORD THAT BEARS S. 46°01'06" W. 108.21 FEET; THENCE S. 39°48'22" W. 136.09 FEET; THENCE N. 50°11'38" W. 227.86 FEET; THENCE 198.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE 49°27'26" AND A CHORD THAT BEARS N. 25°27'55" W. 192.43 FEET; THENCE N. 00°44'12" W. 69.64 FEET; THENCE 62.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 51.00 FEET, CENTRAL ANGLE 70°11'37" AND A CHORD THAT BEARS N. 34°21'36" E. 58.65 FEET; THENCE 305.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 250°11'37" AND A CHORD THAT BEARS N. 55°38'24" W. 114.55 FEET; THENCE S. 00°44'12" E. 183.37 FEET; THENCE 250.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 290.00 FEET, CENTRAL ANGLE 49°28'46" AND A CHORD THAT BEARS S. 25°27'15" E. 242.73 FEET; THENCE S. 50°11'38" E. 303.37 FEET; THENCE 190.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 270.00 FEET, CENTRAL ANGLE 40°29'09" AND A CHORD THAT BEARS S. 70°26'13" E. 186.84 FEET; THENCE N. 89°19'13" E. 213.37 FEET; THENCE S. 00°40'47" E. 257.98 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS S. 11°59'10" W. 14.91 FEET; THENCE 171.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 140°39'48" AND A CHORD THAT BEARS S. 45°40'47" E. 131.83 FEET; THENCE 15.03 FEET ALONG THE AN ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS N. 76°39'16" E. 14.91 FEET; THENCE N. 89°19'13" E. 305.52 FEET TO A POINT ON SAID PROPOSED WEST RIGHT OF WAY LINE; THENCE ALONG SAID LINE N. 00°41'00" W. 60.00 FEET; THENCE

S. 89°19'13" W. 341.01 FEET; THENCE 14.14 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 9.00 FEET, CENTRAL ANGLE 90°00'00" AND A CHORD THAT BEARS N. 45°40'47" W. 12.73 FEET; THENCE N. 00°40'47" W. 293.48 FEET; THENCE N. 89°19'13" E. 111.24 FEET; THENCE S. 86°33'22" E. 56.35 FEET; THENCE N. 89°19'13" E. 182.19 FEET TO A POINT ON SAID PROPOSED WEST RIGHT OF WAY LINE; THENCE ALONG SAID LINE N. 00°41'00"W. 86.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE FOLLOWING DESCRIBED PARCEL, COMMENCING AT POINT 'A'; THENCE S. 89°19'13" W. 60.00 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTED PARCEL; THENCE S. 89°19'13" W. 213.37 FEET; THENCE 148.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 210.00 FEET, CENTRAL ANGLE 40°29'09" AND A CHORD THE BEARS N. 70°26'13" W. 145.32 FEET; THENCE N. 50°11'38" W. 15.52 FEET; THENCE N. 39°48'22" E. 136.09 FEET; THENCE 95.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 440.00 FEET, CENTRAL ANGLE 12°25'29" AND A CHORD THAT BEARS N. 46°01'06" E. 95.23 FEET; THENCE N. 52°13'51" E. 63.00 FEET; THENCE 13.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 9.00 FEET, CENTRAL ANGLE 84°29'55" AND A CHORD THAT BEARS S. 85°31'12" E. 12.10 FEET; THENCE S. 43°16'14" E. 131.21 FEET; THENCE 148.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE 42°35'28" AND A CHORD THAT BEARS S. 21°58'31" E. 145.27 FEET; THENCE S. 00°40'47" E. 34.13 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

See attached

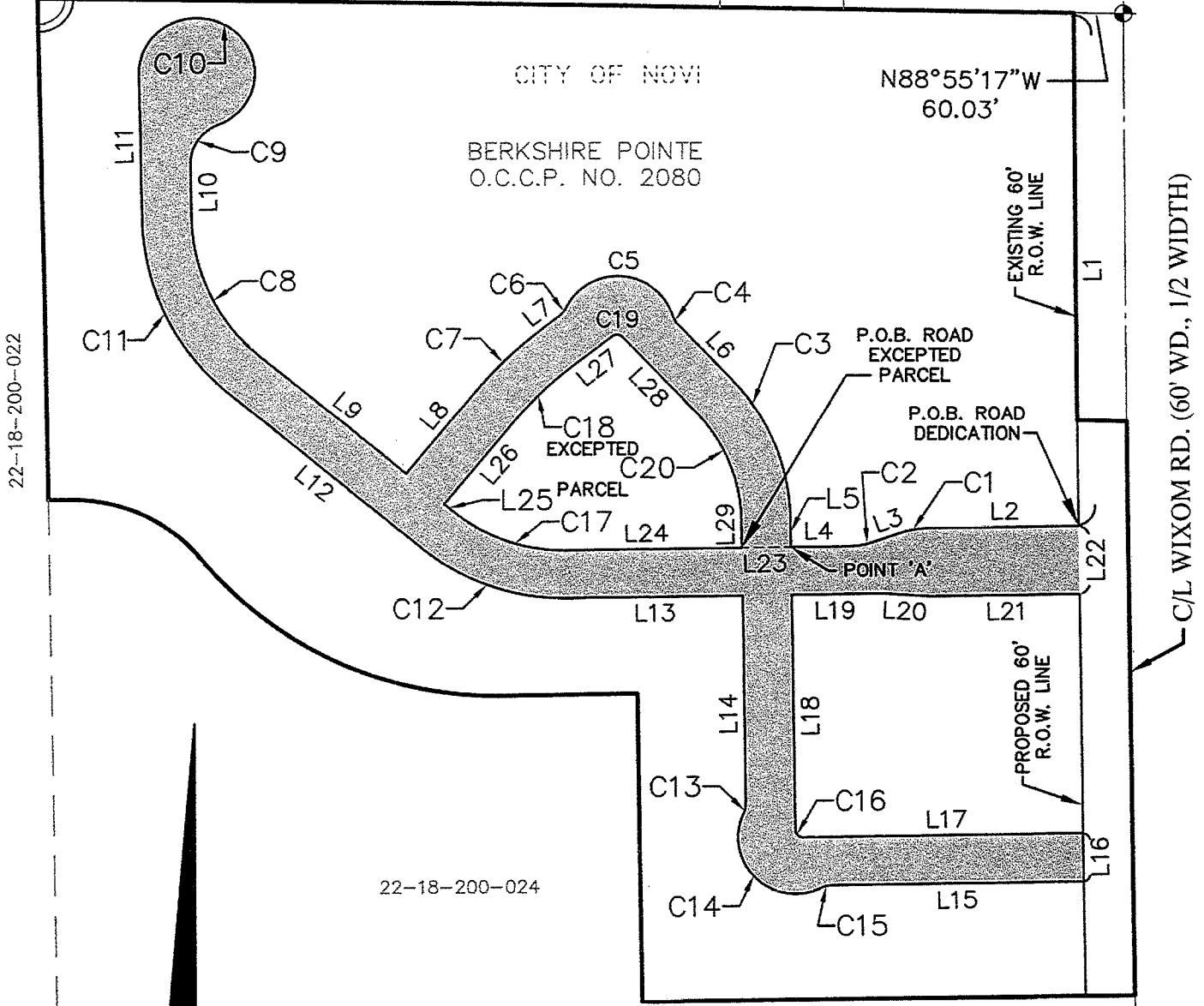
22-07-476-006

CITY OF WIXOM

22-07-476-003

22-07-476-004

N.E. CORNER SECTION 18 T. 1 N., R. 8 E. CITY OF NOVI OAKLAND COUNTY, MI.



SCALE: 1" = 200'

**LEGEND**

P.O.B. POINT OF BEGINNING

SEE SHEET 2/4 FOR LINE DATA.  
SEE SHEET 3/4 FOR CURVE DATA.  
SEE SHEET 4/4 FOR LEGAL DESCRIPTION.

<b>REVISIONS</b>			<b>ROAD DEDICATION BERKSHIRE POINTE</b>		<b>DATE</b>	<b>SCALE</b>	
ITEM	DATE	BY			7-27-17	HOR: 1" = 200'	
REVISIONS	LEGAL	9-13-17	PTG	NOVI	MICHIGAN	FIELD BOOK NO.	
<b>ZEIMET WOZNAK</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com				DESIGNED BY		JOB NO.	
				PTG		SHEET NO.	13165
				PTG		1/4	

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Line Table		
Line #	Direction	Length
L1	S00°41'00"E	643.59'
L2	S89°19'13"W	180.61'
L3	S70°37'06"W	33.17'
L4	S89°19'13"W	69.35'
L5	N00°40'47"W	34.13'
L6	N43°16'14"W	94.88'
L7	S52°13'51"W	26.68'
L8	S39°48'22"W	136.09'
L9	N50°11'38"W	227.86'
L10	N00°44'12"W	69.64'
L11	S00°44'12"E	183.37'
L12	S50°11'38"E	303.37'
L13	N89°19'13"E	213.37'
L14	S00°40'47"E	257.98'
L15	N89°19'13"E	305.52'

Line Table		
Line #	Direction	Length
L16	N00°41'00"W	60.00'
L17	S89°19'13"W	341.01'
L18	N00°40'47"W	293.48'
L19	N89°19'13"E	111.24'
L20	S86°33'22"E	56.35'
L21	N89°19'13"E	182.19'
L22	N00°41'00"W	86.00'
L23	S89°19'13"W	60.00'
L24	S89°19'13"W	213.37'
L25	N50°11'38"W	15.52'
L26	N39°48'22"E	136.09'
L27	N52°13'51"E	63.00'
L28	S43°16'14"E	131.21'
L29	S00°40'47"E	34.13'

<b>REVISIONS</b>			<b>ROAD DEDICATION BERKSHIRE POINTE</b>		<b>DATE</b>		SCALE			
ITEM	DATE	BY			7-27-17		HOR: 1" =		FIELD BOOK NO.	
REVISE	LEGAL	9-13-17	PTG	NOVI		MICHIGAN		DESIGNED BY		
				<b>Z E I M E T   W O Z N I A K</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE. SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		JOB NO.		SHEET NO.		© COPYRIGHT 2017
						13165		2/4		
						DRAWN BY				
						PTG				

### Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	37.21'	114.00'	018°42'07"	S79°58'09"W	37.05'
C2	32.64'	100.00'	018°42'07"	S79°58'09"W	32.50'
C3	193.27'	260.00'	042°35'28"	N21°58'31"W	188.85'
C4	15.03'	34.00'	025°19'54"	N30°36'17"W	14.91'
C5	165.13'	70.00'	135°09'43"	N85°31'12"W	129.42'
C6	15.03'	34.00'	025°19'54"	S39°33'54"W	14.91'
C7	108.43'	500.00'	012°25'29"	S46°01'06"W	108.21'
C8	198.53'	230.00'	049°27'26"	N25°27'55"W	192.43'
C9	62.48'	51.00'	070°11'37"	N34°21'36"E	58.65'
C10	305.67'	70.00'	250°11'37"	N55°38'24"W	114.55'
C11	250.44'	290.00'	049°28'46"	S25°27'15"E	242.73'
C12	190.78'	270.00'	040°29'09"	S70°26'13"E	186.84'
C13	15.03'	34.00'	025°19'54"	S11°59'10"W	14.91'
C14	171.85'	70.00'	140°39'48"	S45°40'47"E	131.83'
C15	15.03'	34.00'	025°19'54"	N76°39'16"E	14.91'
C16	14.14'	9.00'	090°00'00"	N45°40'47"W	12.73'
C17	148.39'	210.00'	040°29'09"	N70°26'13"W	145.32'
C18	95.41'	440.00'	012°25'29"	N46°01'06"E	95.23'
C19	13.27'	9.00'	084°29'55"	S85°31'12"E	12.10'
C20	148.67'	200.00'	042°35'28"	S21°58'31"E	145.27'

<b>REVISIONS</b>			<b>ROAD DEDICATION BERKSHIRE POINTE</b>		DATE 7-27-17	SCALE HOR: 1" =	
ITEM	DATE	BY	NOVI	MICHIGAN	DESIGNED BY	FIELD BOOK NO.	
REVISE LEGAL	9-13-17	PTG	<b>Z E I M E T   W O Z N I A K</b> & ASSOCIATES		JOB NO. <b>13165</b>	© COPYRIGHT 2017	
			Civil Engineers & Land Surveyors		DRAWN BY		SHEET NO.
			55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		PTG		<b>3/4</b>



**LEGAL DESCRIPTION**

A DESCRIPTION OF A ROAD DEDICATION LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE S. 00°41'00" E. 643.59 FEET IN PART ALONG THE EXISTING AND PROPOSED WEST RIGHT OF WAY LINE OF WIXOM ROAD (60 FEET WIDE, 1/2 WIDTH) TO THE POINT OF BEGINNING OF SAID ROAD DEDICATION; THENCE S. 89°19'13" W. 180.61 FEET; THENCE 37.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 114.00 FEET, CENTRAL ANGLE 18°42'07" AND A CHORD THAT BEARS S. 79°58'09" W. 37.05 FEET; THENCE S. 70°37'06" W. 33.17 FEET; THENCE 32.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 100.00 FEET, CENTRAL ANGLE 18°42'07" AND A CHORD THAT BEARS S. 79°58'09" W. 32.50 FEET; THENCE S. 89°19'13" W. 69.35 FEET TO POINT 'A'; THENCE N. 00°40'47" W. 34.13 FEET; THENCE 193.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 260.00 FEET, CENTRAL ANGLE 42°35'28" AND A CHORD THAT BEARS N. 21°58'31" W. 188.85 FEET; THENCE N. 43°16'14" W. 94.88 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS N. 30°36'17" W. 14.91 FEET; THENCE 165.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 135°09'43" AND A CHORD THAT BEARS N. 85°31'12" W. 129.42 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS S. 39°33'54" W. 14.91 FEET; THENCE S. 52°13'51" W. 26.68 FEET; THENCE 108.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE 12°25'29" AND A CHORD THAT BEARS S. 46°01'06" W. 108.21 FEET; THENCE S. 39°48'22" W. 136.09 FEET; THENCE N. 50°11'38" W. 227.86 FEET; THENCE 198.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE 49°27'26" AND A CHORD THAT BEARS N. 25°27'55" W. 192.43 FEET; THENCE N. 00°44'12" W. 69.64 FEET; THENCE 62.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 51.00 FEET, CENTRAL ANGLE 70°11'37" AND A CHORD THAT BEARS N. 34°21'36" E. 58.65 FEET; THENCE 305.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 250°11'37" AND A CHORD THAT BEARS N. 55°38'24" W. 114.55 FEET; THENCE S. 00°44'12" E. 183.37 FEET; THENCE 250.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 290.00 FEET, CENTRAL ANGLE 49°28'46" AND A CHORD THAT BEARS S. 25°27'15" E. 242.73 FEET; THENCE S. 50°11'38" E. 303.37 FEET; THENCE 190.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 270.00 FEET, CENTRAL ANGLE 40°29'09" AND A CHORD THAT BEARS S. 70°26'13" E. 186.84 FEET; THENCE N. 89°19'13" E. 213.37 FEET; THENCE S. 00°40'47" E. 257.98 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS S. 11°59'10" W. 14.91 FEET; THENCE 171.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 140°39'48" AND A CHORD THAT BEARS S. 45°40'47" E. 131.83 FEET; THENCE 15.03 FEET ALONG THE AN ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS N. 76°39'16" E. 14.91 FEET; THENCE N. 89°19'13" E. 305.52 FEET TO A POINT ON SAID PROPOSED WEST RIGHT OF WAY LINE; THENCE ALONG SAID LINE N. 00°41'00" W. 60.00 FEET; THENCE S. 89°19'13" W. 341.01 FEET; THENCE 14.14 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 9.00 FEET, CENTRAL ANGLE 90°00'00" AND A CHORD THAT BEARS N. 45°40'47" W. 12.73 FEET; THENCE N. 00°40'47" W. 293.48 FEET; THENCE N. 89°19'13" E. 111.24 FEET; THENCE S. 86°33'22" E. 56.35 FEET; THENCE N. 89°19'13" E. 182.19 FEET TO A POINT ON SAID PROPOSED WEST RIGHT OF WAY LINE; THENCE ALONG SAID LINE N. 00°41'00" W. 86.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE FOLLOWING DESCRIBED PARCEL, COMMENCING AT POINT 'A'; THENCE S. 89°19'13" W. 60.00 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTED PARCEL; THENCE S. 89°19'13" W. 213.37 FEET; THENCE 148.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 210.00 FEET, CENTRAL ANGLE 40°29'09" AND A CHORD THE BEARS N. 70°26'13" W. 145.32 FEET; THENCE N. 50°11'38" W. 15.52 FEET; THENCE N. 39°48'22" E. 136.09 FEET; THENCE 95.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 440.00 FEET, CENTRAL ANGLE 12°25'29" AND A CHORD THAT BEARS N. 46°01'06" E. 95.23 FEET; THENCE N. 52°13'51" E. 63.00 FEET; THENCE 13.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 9.00 FEET, CENTRAL ANGLE 84°29'55" AND A CHORD THAT BEARS S. 85°31'12" E. 12.10 FEET; THENCE S. 43°16'14" E. 131.21 FEET; THENCE 148.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE 42°35'28" AND A CHORD THAT BEARS S. 21°58'31" E. 145.27 FEET; THENCE S. 00°40'47" E. 34.13 FEET TO THE POINT OF BEGINNING.

<b>REVISIONS</b>			<b>ROAD DEDICATION BERKSHIRE POINTE</b>		<b>DATE</b>		<b>SCALE</b>	
ITEM	DATE	BY			7-27-17		HOR: 1" =	
REVISE LEGAL	9-13-17	PTG	NOVI MICHIGAN		FIELD BOOK NO.			
			 <b>ZEIMET WOZNIAK &amp; ASSOCIATES</b> Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		<b>DESIGNED BY</b>		<b>JOB NO.</b>	
							<b>13165</b>	
					<b>DRAWN BY</b>		<b>SHEET NO.</b>	
					PTG		<b>4/4</b>	

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**EXHIBIT C**

(Permitted Exceptions)

1. Real estate taxes, which are a lien not yet due and payable.
2. Installments of special assessments, if any, payable after the date of this Warranty Deed
3. Matters set forth in the Master Deed for Berkshire Pointe, a Residential Condominium, known as Oakland County Condominium No. 2080, recorded June 18, 2014, in Liber 47138, Page 454, in the Office of the Register of Deeds of Oakland County, Michigan.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan Limited Liability Company, whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the street paving according to the public rights-of-way therefore established described as follows:

See attached and incorporated *Exhibit A, Legal Description*

In witness whereof, the undersigned has executed these presents this 25<sup>th</sup> day of September, 2017.

Signed by

Pulte Homes of Michigan LLC, a Michigan limited liability company

By: Paul W. Schyck  
Its: Director of Land Development

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of ~~August~~ September, 2017 by Paul Schyck, Director of Land Development of Pulte Homes of Michigan LLC, a Michigan limited liability company on behalf of the company.

Amanda J. Vanderpool  
Notary Public Amanda J. Vanderpool  
Oakland County, Michigan  
My Commission Expires: March 5, 2020

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

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

Embossed Hereon Is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
AMANDA J. VANDERPOOL

## EXHIBIT A

### Legal Description

A DESCRIPTION OF A ROAD DEDICATION LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

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BILL OF SALE

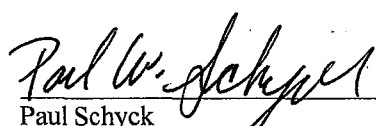
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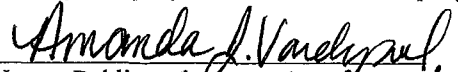
Pulte Homes of Michigan LLC, a Michigan limited liability company



By: Paul Schyck  
Its: Director of Land Development

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of ~~August~~ September, 2017 by Paul Schyck, Director of Land Development of Pulte Homes of Michigan LLC, a Michigan limited liability company on behalf of the company.

  
Notary Public Amanda J. Vanderpool  
Oakland County, Michigan  
My Commission Expires: March 5, 2020

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

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

Embossed Hereon is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
-AMANDA J. VANDERPOOL-

## EXHIBIT A

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# Chicago Title Insurance Company

Commitment No.: MI-003748-ANC

## COMMITMENT FOR TITLE INSURANCE

Issued by  
**Chicago Title Insurance Company**

*Chicago Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.*

PGP Title, Inc.

Amy Rives  
Escrow Officer

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary

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**ALTA COMMITMENT FORM  
COMMITMENT FOR TITLE INSURANCE**

Issued By  
**CHICAGO TITLE INSURANCE COMPANY**

Commitment No.: MI-003748-ANC

**SCHEDULE A**

1. Effective Date: July 31, 2017 at 12:00 AM
2. Policy or Policies to be issued:

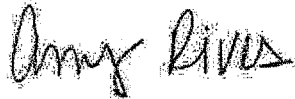
	Amount
a. ALTA Owner's Policy of Title Insurance (06/17/2006)	\$100.00

Proposed Insured: City of Novi, a Michigan Municipal Corporation
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Pulte Homes of Michigan LLC, a Michigan limited liability company
5. The land referred to in the Commitment is described as follows:

SEE SCHEDULE C ATTACHED HERETO

PGP Title, Inc.



Amy Rives  
Escrow Officer

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**SCHEDULE B  
PART II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Matters set forth in the Master Deed for Berkshire Pointe, a Residential Condominium, known as Oakland County Condominium No. 2080, recorded June 18, 2014, in Liber 47138, Page 454, in the Office of the Register of Deeds of Oakland County, Michigan
3. All, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
4. Lien for taxes and assessments which are not yet due and payable.

**SCHEDULE C**

**SCHEDULE C**

The Land is described as follows:

A DESCRIPTION OF A ROAD DEDICATION LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE S. 00°41'00" E. 643.59 FEET IN PART ALONG THE EXISTING AND PROPOSED WEST RIGHT OF WAY LINE OF WIXOM ROAD (60 FEET WIDE, 1/2 WIDTH) TO THE POINT OF BEGINNING OF SAID ROAD DEDICATION; THENCE S. 89°19'13" W. 180.61 FEET; THENCE 37.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 114.00 FEET, CENTRAL ANGLE 18°42'07" AND A CHORD THAT BEARS S. 79°58'09" W. 37.05 FEET; THENCE S. 70°37'06" W. 33.17 FEET; THENCE 32.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 100.00 FEET, CENTRAL ANGLE 18°42'07" AND A CHORD THAT BEARS S. 79°58'09" W. 32.50 FEET; THENCE S. 89°19'13" W. 69.35 FEET TO POINT 'A'; THENCE N. 00°40'47" W. 34.13 FEET; THENCE 193.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 260.00 FEET, CENTRAL ANGLE 42°35'28" AND A CHORD THAT BEARS N. 21°58'31" W. 188.85 FEET; THENCE N. 43°16'14" W. 94.88 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS N. 30°36'17" W. 14.91 FEET; THENCE 165.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 135°09'43" AND A CHORD THAT BEARS N. 85°31'12" W. 129.42 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS S. 39°33'54" W. 14.91 FEET; THENCE S. 52°13'51" W. 26.68 FEET; THENCE 108.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE 12°25'29" AND A CHORD THAT BEARS S. 46°01'06" W. 108.21 FEET; THENCE S. 39°48'22" W. 136.09 FEET; THENCE N. 50°11'38" W. 227.86 FEET; THENCE 198.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 230.00 FEET, CENTRAL ANGLE 49°27'26" AND A CHORD THAT BEARS N. 25°27'55" W. 192.43 FEET; THENCE N. 00°44'12" W. 69.64 FEET; THENCE 62.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 51.00 FEET, CENTRAL ANGLE 70°11'37" AND A CHORD THAT BEARS N. 34°21'36" E. 58.65 FEET; THENCE 305.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 250°11'37" AND A CHORD THAT BEARS N. 55°38'24" W. 114.55 FEET; THENCE S. 00°44'12" E. 183.37 FEET; THENCE 250.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 290.00 FEET, CENTRAL ANGLE 49°28'46" AND A CHORD THAT BEARS S. 25°27'15" E. 242.73 FEET; THENCE S. 50°11'38" E. 303.37 FEET; THENCE 190.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 270.00 FEET, CENTRAL ANGLE 40°29'09" AND A CHORD THAT BEARS S. 70°26'13" E. 186.84 FEET; THENCE N. 89°19'13" E. 213.37 FEET; THENCE S. 00°40'47" E. 257.98 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS S. 11°59'10" W. 14.91 FEET; THENCE 171.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 140°39'48" AND A CHORD THAT BEARS S. 45°40'47" E. 131.83 FEET; THENCE 15.03 FEET ALONG THE AN ARC OF A CURVE TO THE RIGHT, RADIUS 34.00 FEET, CENTRAL ANGLE 25°19'54" AND A CHORD THAT BEARS N. 76°39'16" E. 14.91 FEET; THENCE N. 89°19'13" E. 305.52 FEET TO A POINT ON SAID PROPOSED WEST RIGHT OF WAY LINE; THENCE ALONG SAID LINE N. 00°41'00" W. 60.00 FEET; THENCE S. 89°19'13" W. 341.01 FEET; THENCE 14.14 FEET ALONG THE ARC OF A CURVE TO RIGHT, RADIUS 9.00 FEET, CENTRAL ANGLE 90°00'00" AND A CHORD THAT BEARS N. 45°40'47" W. 12.73 FEET; THENCE N. 00°40'47" W. 293.48 FEET; THENCE N.

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## SCHEDULE C

(Continued)

89°19'13" E. 111.24 FEET; THENCE S. 86°33'22" E. 56.35 FEET; THENCE N. 89°19'13" E. 182.19 FEET TO A POINT ON SAID PROPOSED WEST RIGHT OF WAY LINE; THENCE ALONG SAID LINE N. 00°41'00"W. 86.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE FOLLOWING DESCRIBED PARCEL, COMMENCING AT POINT 'A'; THENCE S. 89°19'13" W. 60.00 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTED PARCEL; THENCE S. 89°19'13" W. 213.37 FEET; THENCE 148.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 210.00 FEET, CENTRAL ANGLE 40°29'09" AND A CHORD THAT BEARS N. 70°26'13" W. 145.32 FEET; THENCE N. 50°11'38" W. 15.52 FEET; THENCE N. 39°48'22" E. 136.09 FEET; THENCE 95.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 440.00 FEET, CENTRAL ANGLE 12°25'29" AND A CHORD THAT BEARS N. 46°01'06" E. 95.23 FEET; THENCE N. 52°13'51" E. 63.00 FEET; THENCE 13.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 9.00 FEET, CENTRAL ANGLE 84°29'55" AND A CHORD THAT BEARS S. 85°31'12" E. 12.10 FEET; THENCE S. 43°16'14" E. 131.21 FEET; THENCE 148.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE 42°35'28" AND A CHORD THAT BEARS S. 21°58'31" E. 145.27 FEET; THENCE S. 00°40'47" E. 34.13 FEET TO THE POINT OF BEGINNING.

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AMERICAN  
LAND TITLE  
ASSOCIATION



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

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## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

### Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

### Additional Ways Information is Collected Through the Website

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number, time and date of a page view, and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

### Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

### Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

### European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

### Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

**PRIVACY POLICY NOTICE**

Dear Customer:

While the security and privacy of customer information has always been a priority of the PGP Title family of companies, recent legislation now requires us to explain to our customers the ways in which we collect and use customer information.

The statement attached to this letter is the privacy policy of the PGP Title family of companies. **Premier Land Title Insurance Company** may serve as the title insurance underwriter on your title policy. PGP Title, Inc., PGP Title of Florida, Inc. and PGP Title, LLC - may issue policies and handle real estate closings in various parts of the country. These companies may do business or operate under the name of "**PGP Title, Inc.**," "**PGP Title**" or "**PGP Closing Services.**" A number of other companies in the family provide other real estate and mortgage services. You may find more information on the PGP Title family of companies on our websites: [www.pgptitle.com](http://www.pgptitle.com) and [www.pulte.com](http://www.pulte.com). The attached Privacy Notice also applies to our websites.

The PGP Title family of companies appreciates the trust you place in us when you transact business with us. You trust us with your private, personal information when you purchase title insurance or other services from us. We are committed to protecting the privacy, accuracy, and security of customer information given to us. We do not sell information about you to others.

No response to this notice is required, but if you have questions, please write to us:

PGP Title Family of Companies - Privacy  
P.O. Box 199000  
Dallas, Texas 75219-9000.

PGP Title Family of Companies

*Title Insurance Companies:* Premier Land Title Insurance Company

*Title/Settlement Agents:* PGP Title, Inc.; PGP Title of Florida, Inc. dba PGP Title; PGP Title, LLC; PGP Title, Inc. dba PGP Closing Services



## PRIVACY POLICY NOTICE

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom that information may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of the PGP Title family of companies.

*What kinds of information we collect.* We collect nonpublic personal information about you, and information about your transaction, from the following sources:

- Information we receive from you on applications, contracts or other forms (such as your name, address, telephone number, or social security number).
- Information about your transactions that we secure from our files, or from our affiliates or others (such as the identity of the real property you are buying or financing).
- Information we receive from a consumer-reporting agency.
- Information that we receive from others involved in your transaction, such as the lender, attorney or real estate broker (such as appraisals, credit reports, land surveys, escrow balances, and sometimes bank account numbers).

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

*How we use this information.* The PGP Title family of companies giving this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies.

Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

*How we protect your information.* We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

November 7, 2017

Paul Schyck  
Pulte Homes of Michigan  
100 Bloomfield Hills Parkway, Suite 150

Re: Berkshire Pointe - Acceptance Documents Review  
Novi # 13-0047  
SDA Job No. NV14-210  
**EXHIBITS APPROVED**

Dear Mr. Schyck:

We have reviewed the Roads Acceptance Document Package received by our office on October 21, 2017 against the Final Site Plan (Stamping Set) approved on April 29, 2014. We offer the following comments:

**Roads Acceptance Documents:**

1. Roads Bill of Sale - (executed 09/25/2017) Legal Description Approved.
2. Roads Warranty Deed - (executed 09/25/2017) Legal Description Approved.
3. Roads Sworn Statement – (executed 10/16/2017) RECEIVED
4. Roads Waiver of Lien – (executed 10/16/2017) RECEIVED

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City.

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

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

Sincerely,

**SPALDING DEDECKER**

  
Taylor E. Reynolds, PE  
Senior Project Engineer

Cc (via Email): Theresa Bridges, City Construction Engineer  
Cortney Hanson, City Clerk



Sarah Marchioni, City Building Project Coordinator  
Ted Meadows, Spalding DeDecker  
George Melistas, City Engineering Senior Manager  
Angie Pawlowski, City Community Development Bond Coordinator  
Darcy Rehtien, City Construction Engineer  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC  
Andy Zeimet, Zeimet Wozniak  
Amanda Vanderpool, Diffin Umlor

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

December 13, 2017

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

**Re: Berkshire Pointe  
Site Work Final Approval**  
Novi SP No.: JSP13-0047  
SDA Job No.: NV14-210

Dear Mrs. Bridges:

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

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

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

Sincerely,

**SPALDING DEDECKER**



Ted Meadows  
Senior Project Manager

TMM

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)  
Cheryl McNamara, City of Novi – Bond Coordinator (e-mail)  
Angie Pawlowski, City of Novi – Bond Coordinator (e-mail)  
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)  
John Carson, Pulte Homes (e-mail)  
SDA Job File