



## CITY of NOVI CITY COUNCIL

**Agenda Item L**  
**June 5, 2017**

**SUBJECT:** Acceptance of a warranty deed from Toll MI II Limited Partnership for the dedication of 17 additional feet of proposed right-of-way to obtain the master planned 60-foot right-of-way along the east side of Wixom Rd north of Ten Mile Road; and the master planned 43-foot right-of-way along the west side of Dinser Drive north of Ten Mile Road as part of The Reserve of Island Lake development (Island Lake, Phase 7) (parcel 22-20-304-075).

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

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:** *PK*

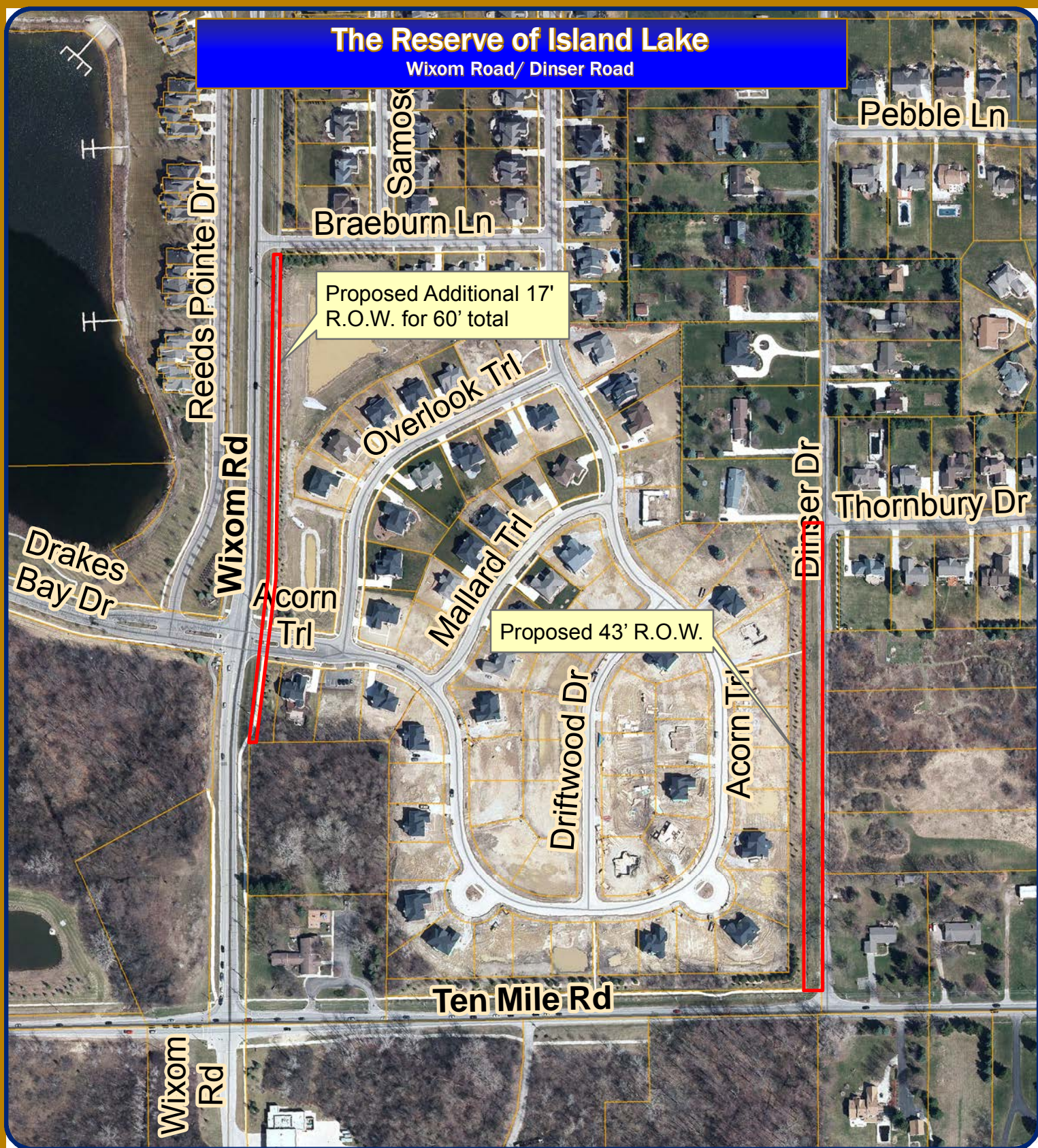
Toll MI II Limited Partnership, the developer of The Reserve of Island Lake (Island Lake, Phase 7), is requesting the acceptance of a Warranty Deed conveying the master planned half-width rights-of-way for Wixom Road and Dinser Drive as proposed on the approved site plan.

The enclosed Warranty Deed has been favorably reviewed by the City Attorney (Beth Saarela's December 17, 2013 letter) and is recommended for approval.

**RECOMMENDED ACTION:** Acceptance of a warranty deed from Toll MI II Limited Partnership for the dedication of 17 additional feet of proposed right-of-way to obtain the master planned 60-foot right-of-way along the east side of Wixom Rd north of Ten Mile Road; and the master planned 43-foot right-of-way along the west side of Dinser Drive north of Ten Mile Road as part of The Reserve of Island Lake development (Island Lake, Phase 7) (parcel 22-20-304-075).

# The Reserve of Island Lake

Wixom Road/ Dinser Road

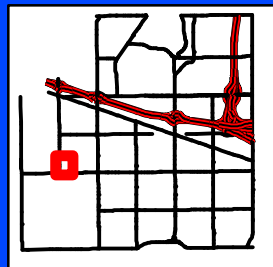


Map Author: Charles Anthony  
Date: 5/25/2017  
Project:  
Version #:

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

0 62.5 125 250 375  
Feet

1 inch = 306 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

December 17, 2013

Rob Hayes, Public Services Director  
CITY OF NOVI  
45175 Ten Mile Road  
Novi, Michigan 48375

**Re: The Reserve of Island Lake (Phase 7A) – JSP12-0065  
Utilities - Review for Acceptance**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents for the Reserve of Island Lake (Phase 7A):

1. Water System Easement
2. Sanitary Sewer System Easement
3. Warranty Deed for Dinser and Wixom Road Right-of-Way
4. Bill of Sale for Water System and Sanitary Sewer System
5. Commitment for Title Insurance
6. Maintenance and Guarantee Bond

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

#### **Water and Sanitary Sewer Easements**

Toll MI II Limited Partnership, seeks to convey the water and sanitary sewer system facilities serving the Reserve of Island Lake, Phase 7A. We have reviewed and approve the format and language of the above Water System and Sanitary Sewer System Easements and corresponding Bill of Sale. Subject to approval of the exhibits by the City's consulting engineer, we recommend acceptance of the Water and Sanitary Sewer System Easements and the corresponding Bill of Sale. The Maintenance and Guarantee Bond for water and sanitary sewer in the City's standard format for a surety bond. The total amount has been approved by Engineering. Generally, the terms of a maintenance and guarantee bond require the developer to repair or replace defective water mains and sanitary sewer lines for two years from the time of formal acceptance of the facilities by the City.

The Water and Sanitary Sewer System Easements may be accepted by Affidavit of the City Engineer.

**Dinser and Wixom Road Right-of-Way**

The Warranty Deed for Dinser and Wixom Road Right-of-Way is in an acceptable format, and may be placed on an upcoming City Council Agenda for acceptance.

Upon acceptance by Affidavit of the City Engineer the Water and Sanitary Sewer System Easements should be recorded with the Oakland County Register of Deeds. The Bills of Sale, Maintenance and Guarantee Bond and Title Commitment should remain 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/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Enclosures)  
Kristin Pace, Treasurer's Office (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
David Beschke, Landscape Architect (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Mike Noles, Toll Brothers (w/Enclosures)  
A'Jene Maxwell, Esquire (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**WATER SYSTEM EASEMENT (Phase 7A)**

KNOW ALL MEN BY THESE PRESENTS, that **TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 29665 William K. Drive, Suite B, New Hudson, Michigan 48165, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

See attached and incorporated Exhibit A

Tax Identification Number: 23-3015611

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property, to-wit:

See attached and incorporated Exhibit B

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit B.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has affixed His signature this day of Dec. 16, 2013.

GRANTOR:

TOLL MI II LIMITED PARTNERSHIP,  
a Michigan limited partnership

By: Toll MI GP Corp., a Michigan corporation

Its: General Partner

By: Michael Noles

Michael Noles

Its: Vice President

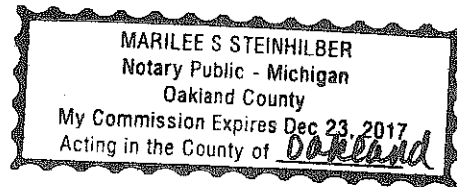
STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

On this 16th day of December, 2013, before me, personally appeared the above named Michael Noles, the Vice President of Toll MI GP Corp., a Michigan corporation, the general partner of Toll MI II Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

Marilee S. Steinhilber  
Notary Public,  
Acting in Oakland County, MI  
My commission expires: Dec. 23, 2017

THIS INSTRUMENT DRAFTED BY:

Elizabeth M. Kudla, Esquire  
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.  
34405 W. Twelve Mile Road, Suite 200  
Farmington Hills, Michigan 48331-5627

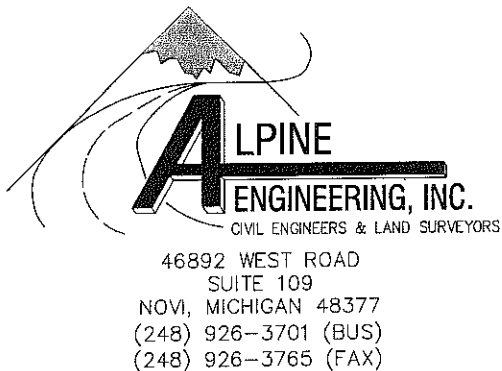


AND WHEN RECORDED RETURN TO:

Maryanne Cornelius, Clerk  
City of Novi  
45175 W. Ten Mile Rd.  
Novi, MI 48375

**LEGAL DESCRIPTION OF THE RESERVE OF ISLAND LAKE:**

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, 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 20; THENCE N01°42'13"W 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: (1) N01°42'13"W 1.68 FEET; (2) 74.16 FEET ALONG THE ARC OF A 607.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N01°47'47"E 74.11 FEET; (3) N05°17'47"E 273.33 FEET; (4) 84.67 FEET ALONG THE ARC OF A 693.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 84.61 FEET AND (5) N01°42'13"W 546.24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO. 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS; THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955.70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM; THENCE S02°34'33"E 471.53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD; THENCE N86°56'30"E 323.41 FEET; THENCE S02°34'33"E 1151.04 FEET ALONG SAID CENTERLINE OF DINSER ROAD; THENCE S86°33'46"W 1018.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE N01°42'13"W 657.15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20; THENCE S86°45'47"W 328.12 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 40.677 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.



CLIENT: <b>TOLL BROTHERS INC.</b>		DATE: 07-11-13
<b>EXHIBIT A</b>		DRAWN BY: JDH
		CHECKED BY: GLM
<b>THE RESERVE OF ISLAND LAKE</b> SECTION: 20    TOWNSHIP: 1 N.    RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		
		FBK: --- CHF: --- SCALE HOR 1"=150 FT. VER 1"=--- FT.
		<b>1</b> 12-362

**WATER MAIN EASEMENT PHASE 7A:**

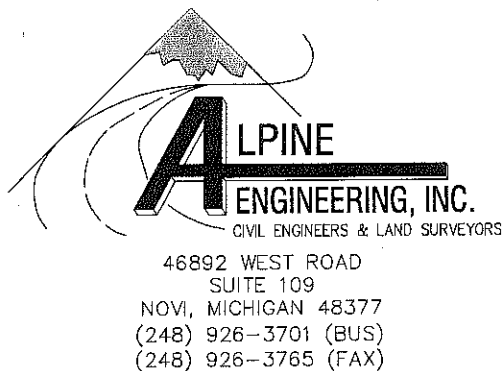
A 20 FOOT WIDE EASEMENT FOR WATER MAIN, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N86°59'44"E 43.01 FEET; THENCE S01°42'13"E 1000.74 FEET; THENCE CONTINUING S01°42'13"E 546.24 FEET; THENCE 84.67 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 693.00 FEET, AND A CHORD WHICH BEARS S01°47'47"W 84.61 FEET; THENCE S05°17'47"W 71.26 FEET; THENCE S84°42'12"E 17.00 FEET TO A POINT OF BEGINNING; THENCE S73°27'15"E 20.51 FEET; THENCE S84°42'15"E 143.10 FEET; THENCE 37.43 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS S79°32'09"E 37.38 FEET TO POINT "A"; THENCE 16.13 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 207.50 FEET, AND A CHORD WHICH BEARS S72°08'28"E 16.12 FEET; THENCE 45.91 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS S76°15'11"E 45.82 FEET; THENCE 178.79 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS S60°26'26"E 175.08 FEET TO POINT "B"; THENCE 165.61 FEET ALONG A CIRUCLAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS S21°21'56"E 162.66 FEET; THENCE S02°34'33"E 21.86 FEET TO A POINT OF ENDING.

ALSO, BEGINNING A AFOREMENTIONED POINT "A"; THENCE N05°17'45"E 77.99 FEET; THENCE 140.77 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 931.17 FEET AND A CHORD WHICH BEARS N00°57'54"E 140.64 FEET; THENCE 286.97 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS N29°11'34"E 271.77 FEET; THENCE N61°45'06"E 348.16 FEET TO POINT "C"; THENCE 131.54 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS N17°49'54"W 130.05 FEET; THENCE N02°54'28"W 10.16 FEET; THENCE N19°31'25"E 6.89 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "B"; THENCE N44°55'20"E 30.39 FEET; THENCE 56.71 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS N38°29'19"E 56.59 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "C"; THENCE 1.77 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS S32°57'22"E 1.77 FEET; THENCE S33°09'25"E 23.37 FEET TO A POINT OF ENDING.

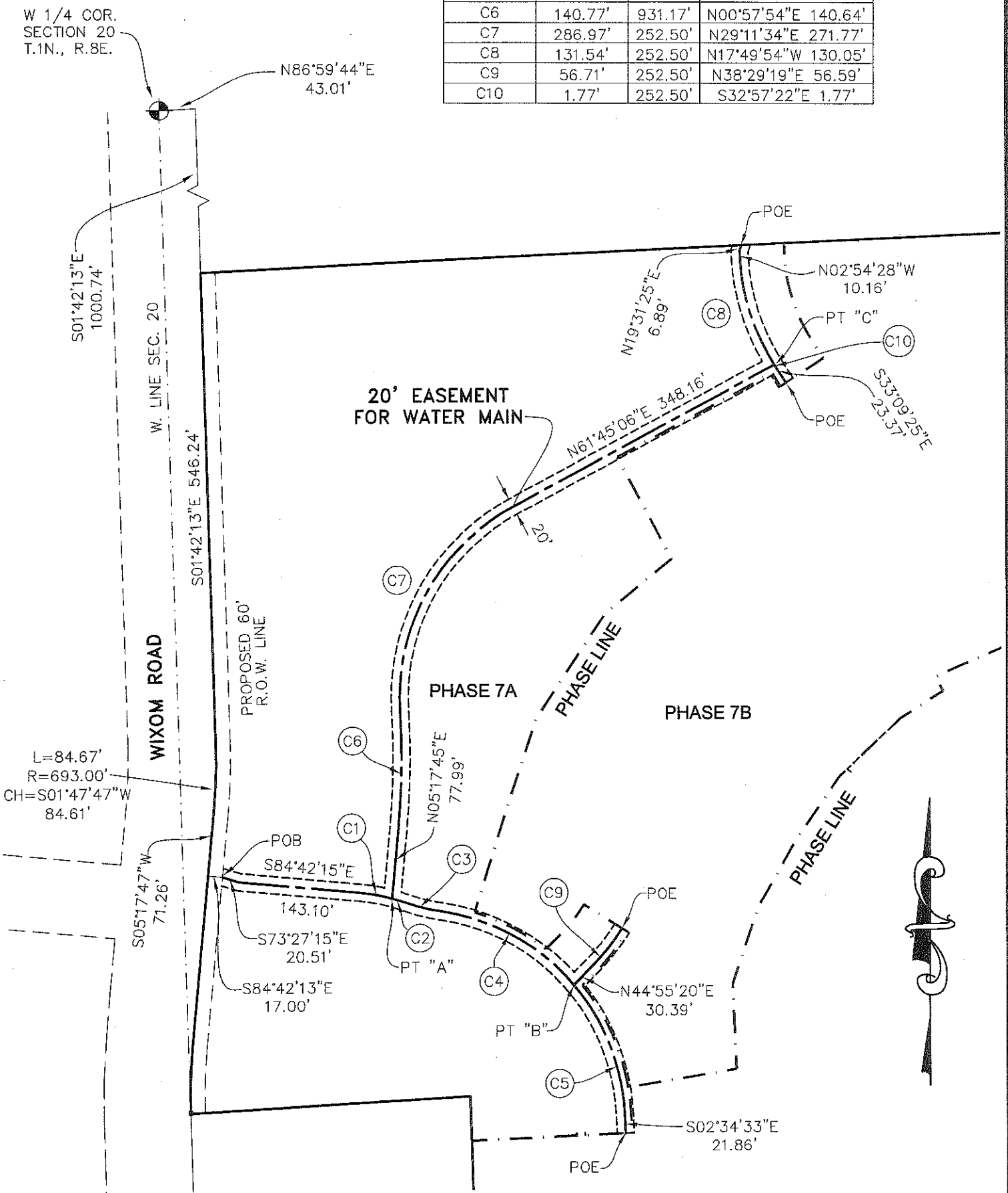
THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT SHALL BE SHORTENED AND/OR LENGTHENED TO TERMINATE AT PROPERTY LINES, RIGHT-OF-WAY LINES, AND PHASE LINES.



CLIENT: <b>TOLL BROTHERS INC.</b>	DATE: 07-11-13
<b>EXHIBIT B</b>	DRAWN BY: JDH
	CHECKED BY: GLM
<b>THE RESERVE OF ISLAND LAKE</b> SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	
	FBK: -- <b>1/2</b>
	CHF: --
	SCALE HOR 1"=150 FT. VER 1"= -- FT.



CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	37.43'	207.50'	S79°32'09"E 37.38'
C2	16.13'	207.50'	S72°08'28"E 16.12'
C3	45.91'	207.50'	S76°15'11"E 45.82'
C4	178.79'	252.50'	S60°26'26"E 175.08'
C5	165.61'	252.50'	S21°21'56"E 162.66'
C6	140.77'	931.17'	N00°57'54"E 140.64'
C7	286.97'	252.50'	N29°11'34"E 271.77'
C8	131.54'	252.50'	N17°49'54"W 130.05'
C9	56.71'	252.50'	N38°29'19"E 56.59'
C10	1.77'	252.50'	S32°57'22"E 1.77'



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

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

CLIENT: <b>TOLL BROTHERS INC.</b>	DATE: 07-11-13
<b>EXHIBIT B</b>	DRAWN BY: JDH
	CHECKED BY: GLM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	 0 75 150
	FBK: --- CHF: --- <div style="font-size: 2em; font-weight: bold; text-align: center;">2/2</div>
	SCALE HOR 1" = 150 FT. VER 1" = --- FT.

12-362

**SANITARY SEWER SYSTEM EASEMENT (Phase 7A)**

KNOW ALL MEN BY THESE PRESENTS, that **TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 29665 William K. Drive, Suite B, New Hudson, MI 48165, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

See attached and incorporated Exhibit A

Tax Identification Number: 23-3015611

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for sanitary sewer, over, upon, across, in, through, and under the following described real property, to-wit:

See attached and incorporated Exhibit B

and to enter upon sufficient land adjacent to said sanitary sewer easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the sanitary sewer lines, and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sanitary sewer in the easement areas shown on the attached and incorporated Exhibit B.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the undersigned Grantor has affixed His signature this day of Dec. 16,, 2013.

GRANTOR:

TOLL MI II LIMITED PARTNERSHIP,  
a Michigan limited partnership

By: Toll MI GP Corp., a Michigan corporation

Its: General Partner

By: Michael Noles

Michael Noles

Its: Vice President

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

On this 16th day of December, 2013, before me, personally appeared the above named Michael Noles, the Vice President of Toll MI GP Corp., a Michigan corporation, the general partner of Toll MI II Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

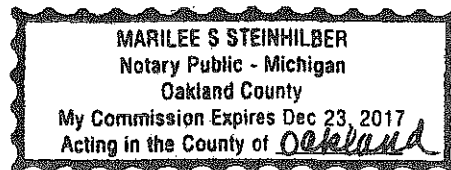
Marilee S Steinhilber

Notary Public,  
Acting in Oakland County, MI

My commission expires: 12-23-17

THIS INSTRUMENT DRAFTED BY:

Elizabeth M. Kudla, Esq.  
30903 Northwestern Highway  
Farmington Hills, MI 48334

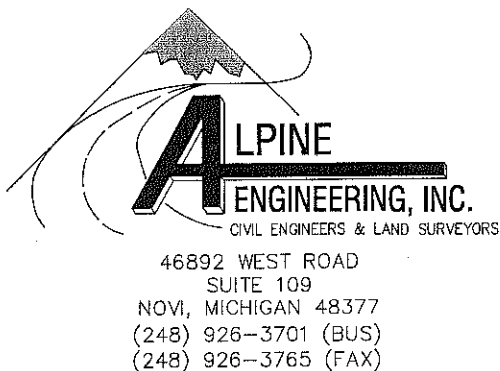


AND WHEN RECORDED RETURN TO:

Maryanne Cornelius, Clerk  
City of Novi  
45175 W. Ten Mile Rd.  
Novi, MI 48375

**LEGAL DESCRIPTION OF THE RESERVE OF ISLAND LAKE:**

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, 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 20; THENCE N01°42'13"W 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: (1) N01°42'13"W 1.68 FEET; (2) 74.16 FEET ALONG THE ARC OF A 607.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N01°47'47"E 74.11 FEET; (3) N05°17'47"E 273.33 FEET; (4) 84.67 FEET ALONG THE ARC OF A 693.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 84.61 FEET AND (5) N01°42'13"W 546.24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO. 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS; THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955.70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM; THENCE S02°34'33"E 471.53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD; THENCE N86°56'30"E 323.41 FEET; THENCE S02°34'33"E 1151.04 FEET ALONG SAID CENTERLINE OF DINSER ROAD; THENCE S86°33'46"W 1018.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE N01°42'13"W 657.15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20; THENCE S86°45'47"W 328.12 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 40.677 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.



CLIENT: <b>TOLL BROTHERS INC.</b>		DATE: 07-11-13
<b>EXHIBIT A</b>		DRAWN BY: JDH
		CHECKED BY: GLM
<b>THE RESERVE OF ISLAND LAKE</b> SECTION: 20    TOWNSHIP: 1 N.    RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		
		FBK: -- CHF: -- SCALE HOR 1"=150 FT. VER 1"= -- FT.
		12-362

**SANITARY SEWER EASEMENT PHASE 7A:**

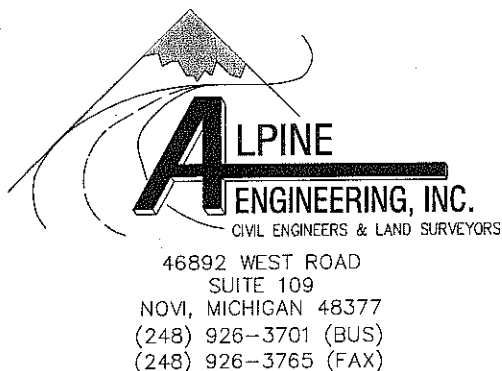
A 20 FOOT WIDE EASEMENT FOR SANITARY SEWER, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N86°59'44"E 43.01 FEET; THENCE S01°42'13"E 1000.74 FEET; THENCE CONTINUING S01°42'13"E 546.24 FEET; THENCE 84.67 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 693.00 FEET, AND A CHORD WHICH BEARS S01°47'47"W 84.61 FEET; THENCE S05°17'47"W 173.47 FEET; THENCE S89°46'17"E 17.07 FEET TO A POINT OF BEGINNING; THENCE S89°46'17"E 149.37 FEET TO POINT "A"; THENCE N89°18'30"E 118.40 FEET; THENCE S65°08'58"E 84.56 FEET TO POINT "B"; THENCE S40°27'23"E 85.25 FEET; THENCE S12°49'36"E 104.72 FEET; THENCE S02°34'33"E 2.00 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "A"; THENCE N02°05'58"E 345.00 FEET; THENCE N15°58'35"E 124.17 FEET; THENCE N44°05'57"E 141.96 FEET; THENCE N61°45'06"E 250.48 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "B"; THENCE N36°55'01"E 65.00 FEET TO A POINT OF ENDING.

ALSO, COMMENCING AT THE WEST 1/4 CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N86°59'44"E 43.01 FEET; THENCE S01°42'13"E 1000.74 FEET; THENCE N87°07'28"E 719.42 FEET; THENCE S02°52'32"E 119.34 FEET TO A POINT OF BEGINNING; THENCE S31°54'03"E 17.62 FEET TO A POINT OF ENDING.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED AND/OR SHORTENED TO TERMINATE AT PROPERTY LINES, RIGHT-OF-WAY LINES, AND PHASE LINES.



CLIENT:	TOLL BROTHERS INC.	DATE: 07-11-13
<b>EXHIBIT B</b>		DRAWN BY: JDH
		CHECKED BY: GLM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		
		FBK: -- CHF: -- SCALE HOR 1" = 150 FT. VER 1" = -- FT.
		1/2 12-362

W 1/4 COR.  
SECTION 20  
T.1N., R.8E.

N86°59'44"E  
43.01'

N87°07'28"E 719.42'

S01°42'13"E  
1000.74'

W. LINE SEC. 20

S01°42'13"E 546.24'

WIXOM ROAD

PROPOSED 60'  
R.O.W. LINE

20' EASEMENT  
FOR SANITARY SEWER

L=84.67'  
R=693.00'  
CH=S01°47'47"W  
84.61'

S05°17'47"W  
173.47'

N02°05'58"E

345.00'

N89°18'30"E  
118.40'

POB

S89°46'17"E  
149.37'

S89°46'17"E  
17.07'

S65°08'58"E  
84.56'

PT. "B"

S12°49'36"E  
104.72'

S02°34'33"E  
2.00'

POE

N36°55'01"E  
65.00'

POE

PHASE 7A

PHASE 7B

PHASE LINE

PHASE LINE

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S02°52'32"E  
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S31°54'03"E  
17.62'



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

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

CLIENT:	TOLL BROTHERS INC.	DATE:	07-11-13
		DRAWN BY:	JDH
		CHECKED BY:	GLM
<b>EXHIBIT B</b>			
THE RESERVE OF ISLAND LAKE		FBK: ---	2/2
SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E.		CHF: ---	
CITY OF NOVI OAKLAND COUNTY MICHIGAN		SCALE HOR 1"=150 FT. VER 1"=--- FT.	

12-362

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that **TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 29665 William K Drive, Suite B, New Hudson, Michigan 48165 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 no/100----- Dollars (\$1.00).

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

Dated this 16 day of DECEMBER, 2013.

[signature page follows]

[signature page to warranty deed]

Signed by:

**TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership

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

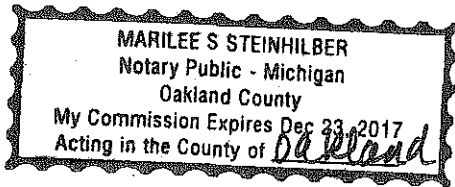
By: *[Signature]*

Michael Noles

Its: Vice President

STATE OF MICHIGAN )  
  ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2013, by Michael Noles, Vice President of Toll MI GP Corp., a Michigan corporation, the General Partner of Toll MI II Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.



*Marilee S Steinhilber*

Notary Public, Oakland county, Michigan

My commission expires: Dec. 23, 2017

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
--	---	---

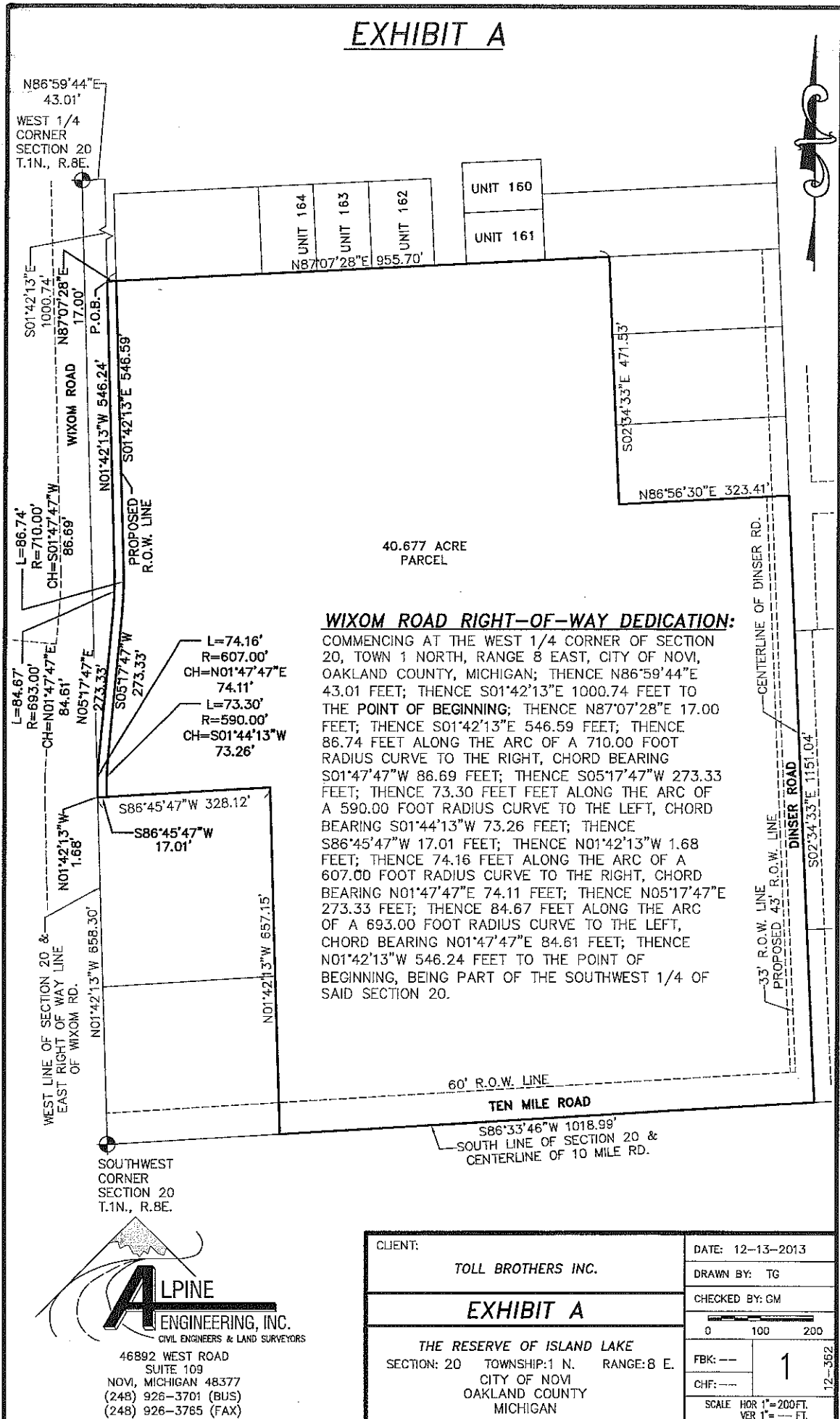
Part of Tax Parcel No. \_\_\_\_\_

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



**Exhibit A**  
**Legal Description**

# EXHIBIT A



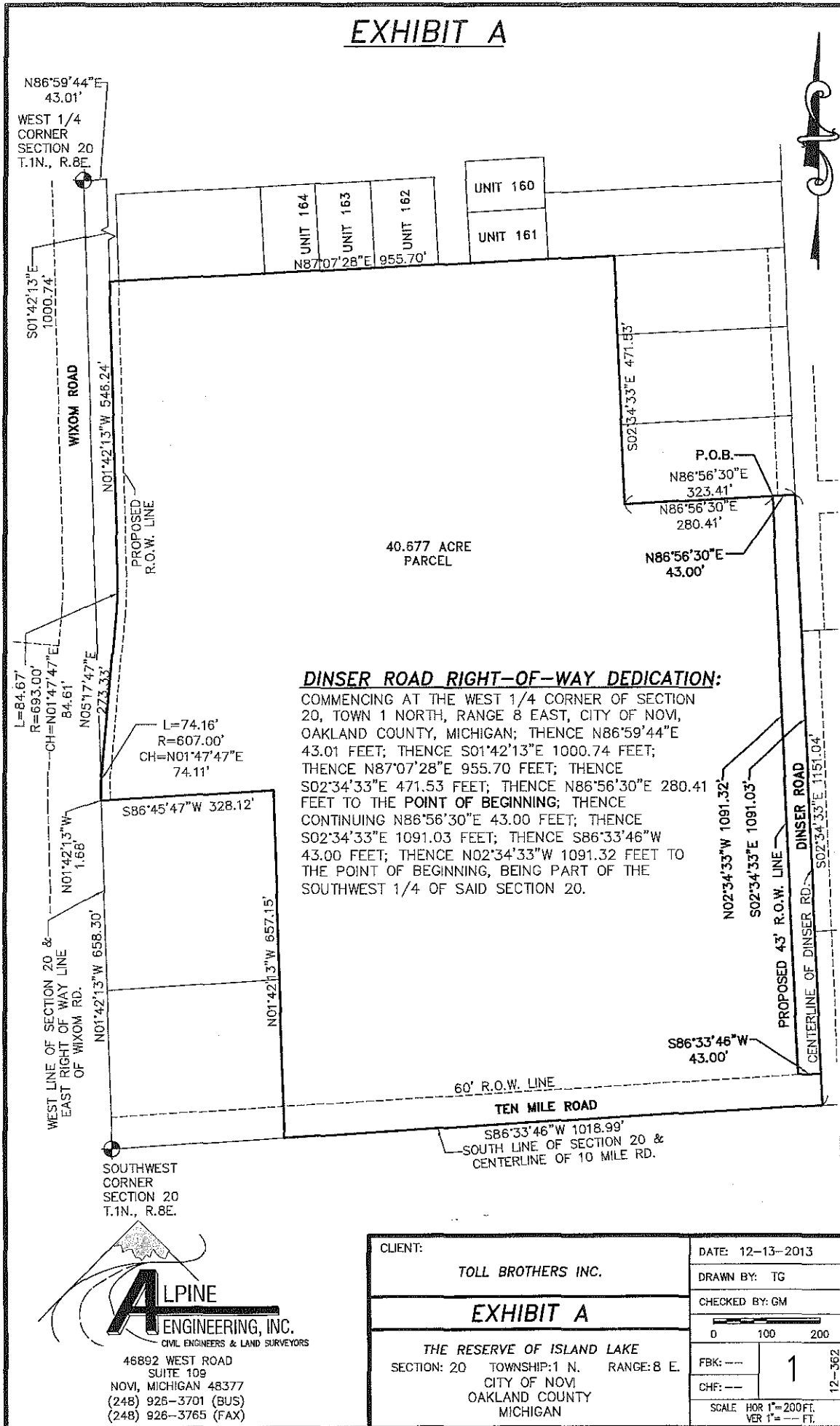
**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	TOLL BROTHERS INC.	DATE:	12-13-2013
		DRAWN BY:	TG
		CHECKED BY:	GM
<b>EXHIBIT A</b>		0 100 200	
THE RESERVE OF ISLAND LAKE		FBK:	---
SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E.		CHF:	---
CITY OF NOVI			1
OAKLAND COUNTY			
MICHIGAN			
		SCALE:	HOR 1" = 200 FT. VER 1" = -- FT.

12-362

# EXHIBIT A



**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 46892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT: <b>TOLL BROTHERS INC.</b>	DATE: 12-13-2013
<b>EXHIBIT A</b>	DRAWN BY: TG
<b>THE RESERVE OF ISLAND LAKE</b>	CHECKED BY: GM
SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E.	 FBK: --- CHF: ---
CITY OF NOVI OAKLAND COUNTY MICHIGAN	1 12-362
	SCALE HOR 1"=200 FT. VER 1"= -- FT.

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, **TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 29665 William K. Drive, Suite B, New Hudson, Michigan 48165, for the sum of \$1.00 One Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply and sanitary sewer according to the easements and/or public rights-of-way therefore established described as follows:

(See the Attached and Incorporated Exhibit A)

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this day of November 25, 2013.

GRANTOR:

TOLL MI II LIMITED PARTNERSHIP,  
a Michigan limited partnership

By: Toll MI GP Corp., a Michigan  
corporation

Its: General Partner

By:   
Michael T. Noles

Its: Vice President

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

On this 25th day of November, 2013, before me, personally appeared the above named Michael T. Noles, the Vice President of Toll MI GP Corp., a Michigan corporation, the general partner of Toll MI II Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

Marilee S. Steinhilber  
Notary Public, Marilee S. Steinhilber  
Acting in Oakland County, MI  
My commission expires: Dec. 23, 2017

Drafted By:  
Elizabeth K. Saarela  
34405 West Twelve Mile Road  
Farmington Hills, MI 48331

When recorded, return to:  
Maryanne Cornelius, Clerk  
CITY OF NOVI  
45175 West Ten Mile Road  
Novi, MI 48375-3024



## EXHIBIT A

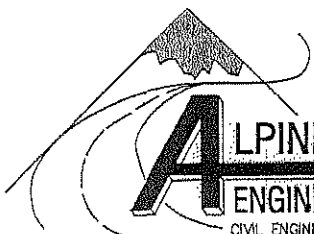
### THE PROPERTY

Land situated in the City of Novi, County of Oakland, State of Michigan legally described as follows:

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, 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 20; THENCE N01°42'13"W 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: (1) N01°42'13"W 1.68 FEET; (2) 74.16 FEET ALONG THE ARC OF A 607.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N01°47'47"E 74.11 FEET; (3) N05°17'47"E 273.33 FEET; (4) 84.67 FEET ALONG THE ARC OF A 693.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 84.61 FEET AND (5) N01°42'13"W 546.24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO. 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS; THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955.70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM; THENCE S02°34'33"E 471.53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD; THENCE N86°56'30"E 323.41 FEET; THENCE S02°34'33"E 1151.04 FEET ALONG SAID CENTERLINE OF DINSER ROAD; THENCE S86°33'46"W 1018.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE N01°42'13"W 657.15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20; THENCE S86°45'47"W 328.12 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 40.677 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

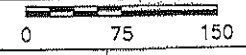
**LEGAL DESCRIPTION OF THE RESERVE OF ISLAND LAKE:**

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, 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 20; THENCE N01°42'13"W 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: (1) N01°42'13"W 1.68 FEET; (2) 74.16 FEET ALONG THE ARC OF A 607.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N01°47'47"E 74.11 FEET; (3) N05°17'47"E 273.33 FEET; (4) 84.67 FEET ALONG THE ARC OF A 693.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 84.61 FEET AND (5) N01°42'13"W 546.24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO. 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS; THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955.70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM; THENCE S02°34'33"E 471.53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD; THENCE N86°56'30"E 323.41 FEET; THENCE S02°34'33"E 1151.04 FEET ALONG SAID CENTERLINE OF DINSER ROAD; THENCE S86°33'46"W 1018.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE N01°42'13"W 657.15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20; THENCE S86°45'47"W 328.12 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 40.677 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.



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

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

CLIENT: <b>TOLL BROTHERS INC.</b>		DATE: 07-11-13
<b>EXHIBIT A</b>		DRAWN BY: JDH
		CHECKED BY: GLM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		 0 75 150
		FBK: --- CHF: --- SCALE HOR 1"=150 FT. VER 1"=--- FT.
		1 12-362

**WATER MAIN EASEMENT PHASE 7A:**

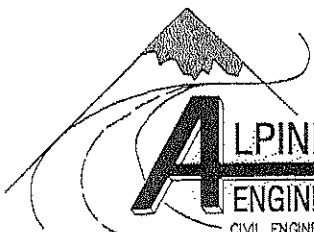
A 20 FOOT WIDE EASEMENT FOR WATER MAIN, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N86°59'44"E 43.01 FEET; THENCE S01°42'13"E 1000.74 FEET; THENCE CONTINUING S01°42'13"E 546.24 FEET; THENCE 84.67 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 693.00 FEET, AND A CHORD WHICH BEARS S01°47'47"W 84.61 FEET; THENCE S05°17'47"W 71.26 FEET; THENCE S84°42'12"E 17.00 FEET TO A POINT OF BEGINNING; THENCE S73°27'15"E 20.51 FEET; THENCE S84°42'15"E 143.10 FEET; THENCE 37.43 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS S79°32'09"E 37.38 FEET TO POINT "A"; THENCE 16.13 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 207.50 FEET, AND A CHORD WHICH BEARS S72°08'28"E 16.12 FEET; THENCE 45.91 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS S76°15'11"E 45.82 FEET; THENCE 178.79 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS S60°26'26"E 175.08 FEET TO POINT "B"; THENCE 165.61 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS S21°21'56"E 162.66 FEET; THENCE S02°34'33"E 21.86 FEET TO A POINT OF ENDING.

ALSO, BEGINNING A AFOREMENTIONED POINT "A"; THENCE N05°17'45"E 77.99 FEET; THENCE 140.77 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 931.17 FEET AND A CHORD WHICH BEARS N00°57'54"E 140.64 FEET; THENCE 286.97 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS N29°11'34"E 271.77 FEET; THENCE N61°45'06"E 348.16 FEET TO POINT "C"; THENCE 131.54 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS N17°49'54"W 130.05 FEET; THENCE N02°54'28"W 10.16 FEET; THENCE N19°31'25"E 6.89 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "B"; THENCE N44°55'20"E 30.39 FEET; THENCE 56.71 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS N38°29'19"E 56.59 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "C"; THENCE 1.77 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS S32°57'22"E 1.77 FEET; THENCE S33°09'25"E 23.37 FEET TO A POINT OF ENDING.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT SHALL BE SHORTENED AND/OR LENGTHENED TO TERMINATE AT PROPERTY LINES, RIGHT-OF-WAY LINES, AND PHASE LINES.



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

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

CLIENT:	TOLL BROTHERS INC.	DATE:	07-11-13
<b>EXHIBIT B</b>		DRAWN BY:	JDH
		CHECKED BY:	GLM
THE RESERVE OF ISLAND LAKE SECTION: 20    TOWNSHIP: 1 N.    RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		0      75      150	
		FBK: --	1/2
CHF: --	SCALE: HOR 1"=150 FT. VER 1"= -- FT.		

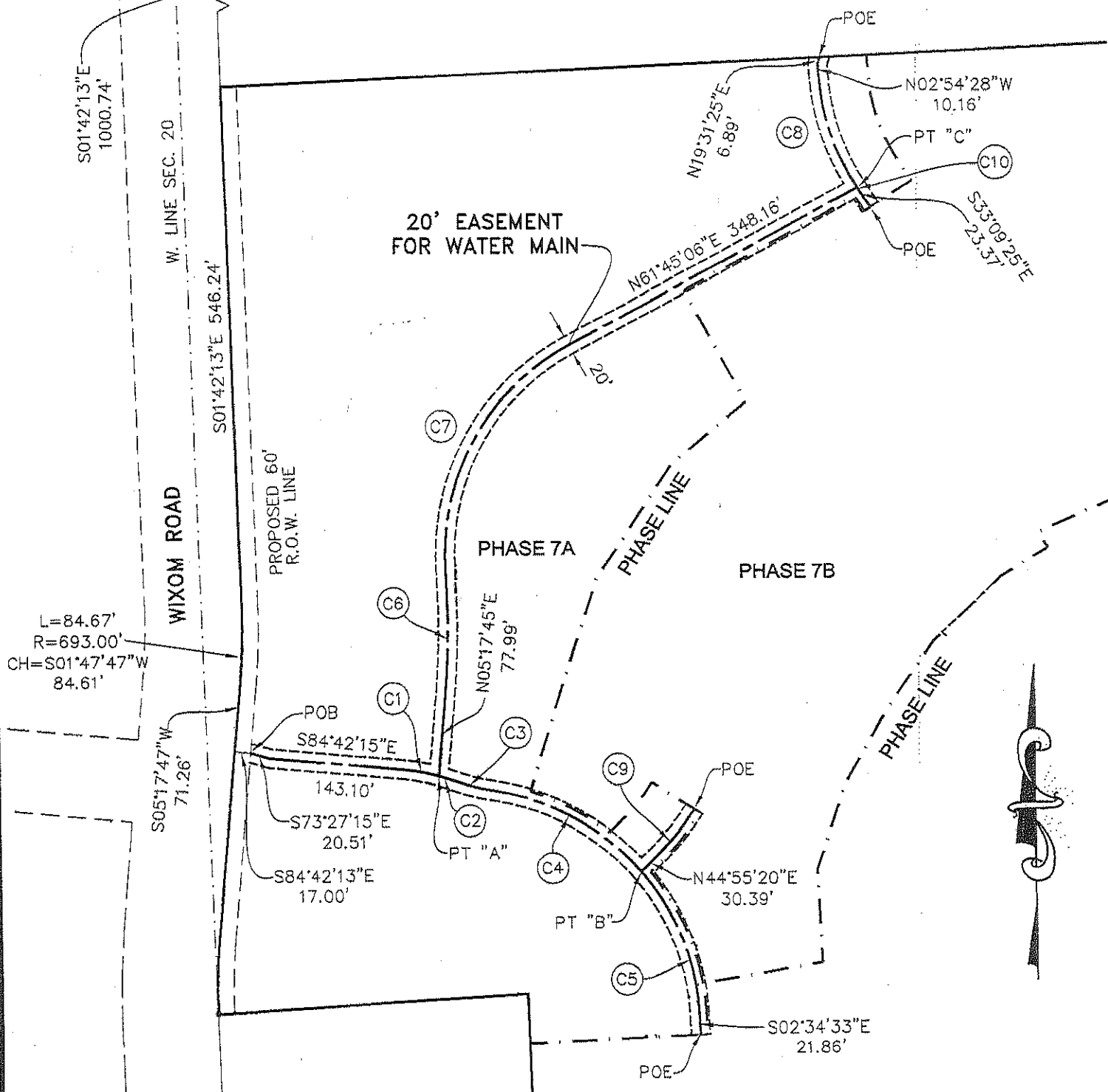
12-362



CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	37.43'	207.50'	S79°32'09"E 37.38'
C2	16.13'	207.50'	S72°08'28"E 16.12'
C3	45.91'	207.50'	S76°15'11"E 45.82'
C4	178.79'	252.50'	S60°26'26"E 175.08'
C5	165.61'	252.50'	S21°21'56"E 162.66'
C6	140.77'	931.17'	N00°57'54"E 140.64'
C7	286.97'	252.50'	N29°11'34"E 271.77'
C8	131.54'	252.50'	N17°49'54"W 130.05'
C9	56.71'	252.50'	N38°29'19"E 56.59'
C10	1.77'	252.50'	S32°57'22"E 1.77'

W 1/4 COR.  
SECTION 20  
T.1N., R.8E.

N86°59'44"E  
43.01'



L=84.67'  
R=693.00'  
CH=S01°47'47"W  
84.61'

S05°17'47"W  
71.26'

POB  
S84°42'15"E  
143.10'  
S73°27'15"E  
20.51'  
S84°42'13"E  
17.00'

CLIENT:	TOLL BROTHERS INC.	DATE:	07-11-13
<b>EXHIBIT B</b>		DRAWN BY:	JDH
		CHECKED BY:	GLM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN			
		FBK: --	2/2
		CHF: --	
		SCALE	HOR 1"=150 FT. VER 1"= -- FT.

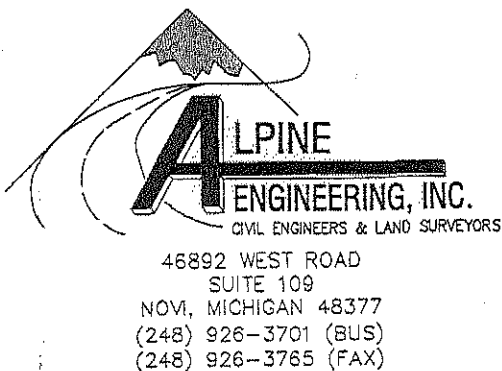
**ALPINE ENGINEERING, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
46892 WEST ROAD  
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12-362

**LEGAL DESCRIPTION OF THE RESERVE OF ISLAND LAKE:**

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, 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 20; THENCE N01°42'13"W 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: (1) N01°42'13"W 1.68 FEET; (2) 74.16 FEET ALONG THE ARC OF A 607.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N01°47'47"E 74.11 FEET; (3) N05°17'47"E 273.33 FEET; (4) 84.67 FEET ALONG THE ARC OF A 693.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°47'47"E 84.61 FEET AND (5) N01°42'13"W 546.24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO. 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS; THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955.70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM; THENCE S02°34'33"E 471.53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD; THENCE N86°56'30"E 323.41 FEET; THENCE S02°34'33"E 1151.04 FEET ALONG SAID CENTERLINE OF DINSER ROAD; THENCE S86°33'46"W 1018.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE N01°42'13"W 657.15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20; THENCE S86°45'47"W 328.12 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 40.677 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.



CLIENT: <b>TOLL BROTHERS INC.</b>		DATE: 07-11-13
<b>EXHIBIT A</b>		DRAWN BY: JDH
		CHECKED BY: GLM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		
		FBK: --- CHF: --- SCALE HOR 1"=150 FT. VER 1"= --- FT.
		1 12-362

**SANITARY SEWER EASEMENT PHASE 7A:**

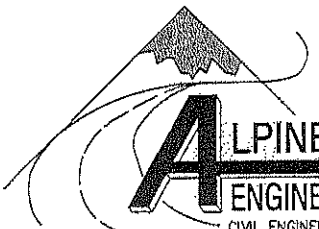
A 20 FOOT WIDE EASEMENT FOR SANITARY SEWER, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N86°59'44"E 43.01 FEET; THENCE S01°42'13"E 1000.74 FEET; THENCE CONTINUING S01°42'13"E 546.24 FEET; THENCE 84.67 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 693.00 FEET, AND A CHORD WHICH BEARS S01°47'47"W 84.61 FEET; THENCE S05°17'47"W 173.47 FEET; THENCE S89°46'17"E 17.07 FEET TO A POINT OF BEGINNING; THENCE S89°46'17"E 149.37 FEET TO POINT "A"; THENCE N89°18'30"E 118.40 FEET; THENCE S65°08'58"E 84.56 FEET TO POINT "B"; THENCE S40°27'23"E 85.25 FEET; THENCE S12°49'36"E 104.72 FEET; THENCE S02°34'33"E 2.00 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "A"; THENCE N02°05'58"E 345.00 FEET; THENCE N15°58'35"E 124.17 FEET; THENCE N44°05'57"E 141.96 FEET; THENCE N61°45'06"E 250.48 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "B"; THENCE N36°55'01"E 65.00 FEET TO A POINT OF ENDING.

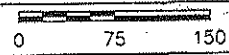
ALSO, COMMENCING AT THE WEST 1/4 CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N86°59'44"E 43.01 FEET; THENCE S01°42'13"E 1000.74 FEET; THENCE N87°07'28"E 719.42 FEET; THENCE S02°52'32"E 119.34 FEET TO A POINT OF BEGINNING; THENCE S31°54'03"E 17.62 FEET TO A POINT OF ENDING.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED AND/OR SHORTENED TO TERMINATE AT PROPERTY LINES, RIGHT-OF-WAY LINES, AND PHASE LINES.



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

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

CLIENT:	TOLL BROTHERS INC.	DATE:	07-11-13
<b>EXHIBIT B</b>		DRAWN BY:	JDH
		CHECKED BY:	GLM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN			
		FBK: ---	1/2
CHF: ---	SCALE HOR 1"=150 FT. VER 1"= -- FT.		
		12-362	

W 1/4 COR.  
SECTION 20  
T.1N., R.8E.

N86°59'44"E  
43.01'

S01°42'13"E  
1000.74'

N87°07'28"E 719.42'

S02°52'32"E  
119.34'

W. LINE SEC. 20

S01°42'13"E 546.24'

20' EASEMENT  
FOR SANITARY SEWER

POE

POB

S31°54'03"E  
17.62'

POE

20' EASEMENT  
FOR SANITARY SEWER

20'

250.48'

N61°45'08"E

20' EASEMENT  
FOR SANITARY SEWER

141.96'

N44°05'57"E

124.17'

N15°58'35"E

345.00'

N02°05'58"E

PHASE 7A

PHASE 7B

PHASE LINE

PHASE LINE

L=84.67'  
R=693.00'  
CH=S01°47'47"W  
84.61'

S05°17'47"W  
173.47'

PROPOSED 60'  
R.O.W. LINE

N02°05'58"E

118.40'

N89°18'30"E

PT. "A"

N36°55'01"E  
65.00'

POE

POB

S89°46'17"E  
149.37'

S89°46'17"E  
17.07'

S65°08'58"E  
84.56'

PT. "B"

S40°27'23"E  
85.25'

S12°49'36"E  
104.72'

S02°34'33"E  
2.00'

POE



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CLIENT:	TOLL BROTHERS INC.	DATE:	07-11-13
<b>EXHIBIT B</b>		DRAWN BY:	JDH
		CHECKED BY:	GLM
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		FBK: ---	2/2
		CHF: ---	
		SCALE HOR 1" = 150 FT. VER 1" = -- FT.	

12-362



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

**First American Title Insurance**

Commitment No. RESERVE

Revision No. Br: 001

**SCHEDULE A**

1. Commitment Date: **August 22, 2013 at 8:00 a.m.**

2. Policy or policies to be issued:

(a) Residential Title Insurance Policy  
Proposed Insured:

Amount \$0.00

City of Novi

(b) ALTA Loan Policy Without Exceptions  
Proposed Insured:

Amount \$ \_\_\_\_\_

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

**Toll MI II, Limited Partnership, a Michigan Limited Partnership**

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

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

Commonly known as: **RESERVE AT ISLAND LAKE, , 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  
RESERVE**

The following requirements must be met:

1. Payment of the following Due taxes, if any:

Sidwell No. : 22-20-301-009

2013 Summer Tax, \$4,738.75 paid

2012 Winter Tax, \$1,702.30 paid

Payment of the following Due taxes, if any:

Sidwell No. : 22-20-301-026

2012 Summer Tax, \$4,404.69 paid

2012 Winter Tax, \$967.66 paid

Sidwell No. : 22-20-301-038

2013 Summer Tax, \$2,203.93 paid

Payment of the following Due taxes, if any:

Sidwell No. : 22-20-301-011

2012 Summer Tax, \$13,456.16 paid

2012 Winter Tax, \$3,185.36 paid

Sidwell No. : 22-20-301-040

2013 Summer Tax, \$11,948.51 paid

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

#### RESERVE

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.
9. Harvest Lake of Novi Residential Unit Development Agreement (the "RUD Agreement") entered into by the prior owner of the property submitted to the Condominium and the City of Novi and recorded at Liber 18279, Pages 716 through 855, both inclusive, Oakland County Records. To include more land therein, the RUD Agreement was amended by a Harvest Lake of Novi First Amendment of Residential Unit Development Agreement dated as of July 22, 1999, and recorded at Liber 20818, Pages 15 through 40, both inclusive, Oakland County Records, as further amended by that certain Second Amendment to Residential Unit Development Agreement dated July 2, 2003, recorded at Liber 29801, Pages 7 through 23, both inclusive, Oakland County Records, as further amended by that certain Third Amendment to Residential Unit Development Agreement dated July 21, 2003, recorded at Liber 30402, Pages 1 through 15, both inclusive, Oakland County Records, as further amended by that certain. On March 14, 2005, the Declarant caused both a Fourth Amendment to Residential Unit Development Agreement dated March 14, 2005, recorded at Liber 35126, Pages 758-772, both inclusive, Oakland County Records, as further amended by that certain Fifth Amendment to Residential Unit Development Agreement dated March 14, 2005, recorded at Liber 35126, Pages 773 through 794, both inclusive, Oakland County Records, and further amended by that certain Sixth Amendment to RUD Agreement dated May 23, 2013 Liber 45833, Page 95, Oakland County Records
10. Island Lake of Novi Community Association Declaration of Covenants, Conditions and Restrictions, dated June 19, 2000, recorded on June 21, 2000 at Liber 21518, Pages 318 through 345, both inclusive, Oakland County Records, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions dated June 22, 2001, recorded at Liber 23097, Pages 301 through 309, both inclusive, Oakland County Records, as further amended by that certain Second Amendment to Declaration of

**SCHEDULE B-SECTION II - continued**

Covenants, Conditions and Restrictions dated August 20, 2003, recorded at Liber 30418, Pages 397 through 410, both inclusive, Oakland County Records, as further amended by that certain Third Amendment to Declaration, Covenants and Restrictions dated June 22, 2006, recorded at Liber 37780, Pages 677 through 690, both inclusive, Oakland County Records, and as further amended by that certain Fourth Amendment to Declaration, Covenants and Restrictions dated July 19, 2013, recorded at Liber 46088, Pages 684 through 6969, both inclusive, Oakland County Records

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



Exhibit A

Land situated in the City of Novi, County of Oakland, State of Michigan legally described as follows:

A PART OF THE SOUTHWEST 1/4 OF SECTION 20, 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 20; THENCE NO<sup>1</sup>42'13"W 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20 AND THE EAST RIGHT OF WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES:(1) N01'42'13"W 1.68 FEET; (2) 74.16 FEET ALONG THE ARC OF A 607.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING NO<sup>1</sup>47'47"E 74.11 FEET; (3) N05'17'47"E 273.33 FEET; (4) 84.67 FEET ALONG THE ARC OF A 693.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING NO<sup>1</sup>47'47"E 84.61 FEET AND (5) NOJ042'13"W 546.24 FEET TO THE SOUTHWEST CORNER OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NO. 1271 AS RECORDED IN LIBER 37695, PAGE 523, OAKLAND COUNTY RECORDS; THENCE N87°07'28"E (RECORDED AS N87°07'49"E) 955.70 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS CONDOMINIUM; THENCE S02°34'33"E 471.53 FEET PARALLEL TO THE CENTERLINE OF DINSER ROAD; THENCE N86°56'30"E 323.41 FEET; THENCE S02°34'33"E 1151.04 FEET ALONG SAID CENTERLINE OF DINSER ROAD; THENCE S86°33'46"W 1018.99 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE NOJ042'13"W 657.15 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 20; THENCE S86°45'47"W 328.12 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 40.677 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 60 FEET THEREOF FOR TEN MILE ROAD AND THE EAST 33 FEET THEREOF FOR DINSER ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

Bond No. 10096787

**MAINTENANCE AND GUARANTEE BOND**

The undersigned, STANTE EXCAVATING CO., INC., "Principal," whose address is 46912 Liberty Drive Wixom, MI 48393, and The Guarantee Company of North America USA "Surety," whose address is One Towne Square, Ste. 1470, Southfield, MI 48076, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Sixty Six Thousand Six Hundred Eighty Seven and 50/100 Dollars (\$66,687.50) 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 Sanitary Sewer, Watermain, Storm Sewer within the City of Novi, shown on plans, dated \_\_\_\_\_ ("Improvements").

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

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

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

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

This Bond and the obligations of Principal and Surety under it shall be in full force and effect for the improvements described above for 2 year(s) from the time they are accepted formally as a public right-of-way through City Council resolution by the City of Novi, for defects discovered within that period for which the City provides

written notice to the Principal and Surety within fourteen (14) days of discovery of the defect.

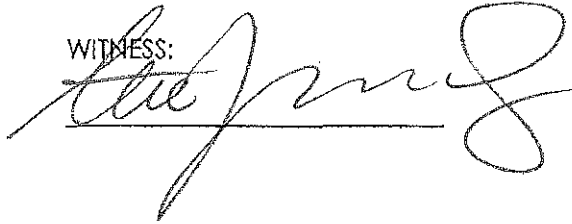
It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City, and its officers, officials, and employees, harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its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

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

The date of the last signature shall be considered the date of this Bond, which is August 28, 2013.

Date: 9-18-13

WITNESS:




Date: August 28, 2013


WITNESS: Veronda D. Gordon



PRINCIPAL: STANTE EXCAVATING CO., INC.

  
By: ANTONELLO STANTE  
Its: PRESIDENT

SURETY: THE GUARANTEE COMPANY OF NORTH AMERICA USA

  
By: Donald W. Burden  
Its: Attorney-in-Fact

258026\_2.DOC



The Guarantee Company of North America USA  
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Gus E. Zervos, Angelo G. Zervos, David C. Lango, Donald W. Burden, Stephen M. Zervos  
Zervos Group, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

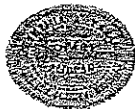
THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland.

On this 23rd day of February, 2012 before me came the Individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28th day of August, 2013.

Randall Musselman, Secretary



## SPALDING DEDECKER ASSOCIATES, INC.

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

December 17, 2013

Mike Noles  
Toll Brothers Land Development  
29665 William K. Smith Dr.  
Suite B  
New Hudson, MI 48165

Re: Island Lakes Phase 7A - Acceptance Documents Review  
Novi # JSP12-0065  
SDA Job No. NV13-215  
**APPROVED**

Dear Mr. Noles:

We have reviewed the Acceptance Document Package received by our office against the approved Final Site Plans (Stamping Set). We offer the following comments:

### Initial Acceptance Documents:

1. **On-Site Water System Easement – SUPPLIED – APPROVED**
2. **On-Site Sanitary Sewer System Easement – SUPPLIED – APPROVED**
3. **Storm Drainage Facility Maintenance Easement Agreement – SUPPLIED – APPROVED**

### Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, the following items must be provided prior to the issuance of a Temporary Certificate of Occupancy.

4. **Bills of Sale: Water Supply System/ Sanitary Sewer System – SUPPLIED – APPROVED.**
5. **Bills of Sale: Streets – SUPPLIED – APPROVED.**
6. **Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – APPROVED.**
7. **Full Unconditional Waivers of Lien from contractors installing streets – SUPPLIED – APPROVED.**
8. **Sworn Statement (Utilities) - SUPPLIED – APPROVED.**
9. **Sworn Statement (Streets) – SUPPLIED – APPROVED.**
10. **Maintenance and Guarantee Bond (Utilities) – (in the amount of \$66,687.50) – SUPPLIED- APPROVED.**
11. **Warranty Deed for Right-of-Way along Wixom Rd – SUPPLIED – APPROVED.**
12. **As-Built Engineering Plans** are being prepared by Spalding DeDecker Associates, Inc.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

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

**It should be noted** that the Plan Review Center Report dated July 9, 2013 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

**SPALDING DeDECKER ASSOCIATES, INC.**



Brittany Allen, E.I.T.  
Engineer I

cc: Brian Coburn, Plan Review Center (via E-mail)  
Maryanne Cornelius, City Clerk (via E-mail)  
Valentina Nuculaj, Planning Department (via E-mail)  
Beth Saarela, Secret Wardle (via E-mail)  
Sarah Marchioni, Building Department (via E-mail)  
Barb McBeth, City Planning Director (via E-mail)  
Ted Meadows, SDA Construction Engineering (via E-mail)  
Matthew Preisz, Public Service Department (via E-mail)  
Aaron Staup, Construction Engineering Coordinator (via E-mail)  
Sheila Weber, Treasurer's Office (via E-mail)  
Thomas Gizoni, Alpine Engineering (via E-mail)

**SWORN STATEMENT**

STATE OF MICHIGAN  
WAYNE COUNTY

David A. Alexander (deponent), being duly sworn, states the following:  
D. A. Alexander & Company, Inc. the SUBCONTRACTOR for an improvement to the following real property in Wayne County, Michigan, described as follows:

The following is a statement of each subcontractor and supplier, and laborer for whom payment of wages of fringe benefits and withholdings is due but unpaid, with whom the SUBCONTRACTOR has CONTRACTED for performance under the contract with the owner or lessee of the property, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name of subcontractor, supplier, or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid	
	Landscape per Contract 93807	<b>ALL LABOR AND MATERIALS ARE PAID IN FULL</b>						
<b>Totals</b>								

(Some Columns are not applicable to all persons listed)

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

I make this statement as the SUBCONTRACTOR to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980 PA497, MCL570.1109

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OR THE CONSTRUCTION LIEN ACT, 1980 PA497, MCL570.1109, TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED

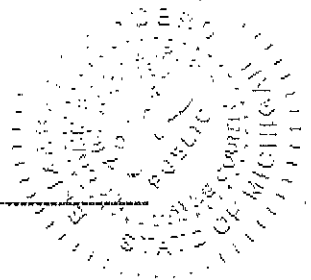
/s/ [Signature]  
Deponent

WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA497, MCL570.1110

Subscribed and sworn to before me on 11/27/2013

/s/ Elizabeth A. Scero  
Notary Public Wayne County  
My commission expires 04/14/2018

[Signature]



**PARTIAL CONDITIONAL WAIVER**

My/our contact with TOLL BROTHERS to provide Landscape per Contract 93807 for the improvement of the property as described: ISLAND LAKE OF NOVI and hereby waive my/our construction lien to the amount of \$ 355,023.40 for labor/materials provided through this waiver, together with all previous waivers, if any does not cover all amounts due to me/us for contract improvements provided through the date shown above.

This waiver is conditional on actual payment of the amount shown above.

/s/ [Signature]



# Fax

**To:** Lee Steinhilber-Pietersen      **From:** Elizabeth Alexander

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**Co.:**      **Pages:** 2

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**Fax:** 248-446-5106      **Date:** 12/2/2013

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**Re:** Lien Waiver – 7A & 7B      **CC:**

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Urgent     For Review     Please Comment     Please Reply     Please Recycle

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Lee,

Following is the lien waiver for 7A & 7B.

Sincerely,

Elizabeth Alexander  
D.A. Alexander & Company, Inc.



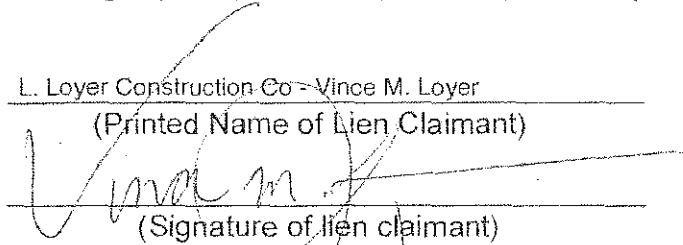
**FULL UNCONDITIONAL WAIVER**

My/our contract with Toll Brother to provide  
(other contracting party)  
Clearing & Grubbing Services for the improvement of the property described as  
Reserve of Island Lake Novi MI

\_\_\_\_\_ 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.

L. Loyer Construction Co - Vince M. Loyer  
(Printed Name of Lien Claimant)

  
(Signature of Lien claimant)

Signed on: December 2, 2013

Address: 23259 Sibley Rd.

Brownstown MI

Telephone: 1 734 479 2270

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

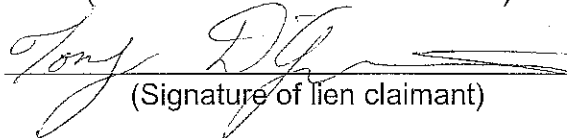
**FULL UNCONDITIONAL WAIVER**

My/our contract with Toll Bros to provide  
mass grading (other contracting party)  
for the improvement of the property described as  
The Reserves of Island Lake 7A & 7B

\_\_\_\_\_ 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.

Tony D'Agostini  
(Printed Name of Lien Claimant)

  
(Signature of lien claimant)

Signed on: 11/22/13

Address: 47641 Ryan Road  
Shelby Twp, MI 48317

Telephone: 586.997.9563

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

**FULL CONDITIONAL WAIVER**

My/our contract with Toll Brothers  
(other contracting party)

to provide Asphalt Paving and Related Work

for the improvement of the property described as: \_\_\_\_\_

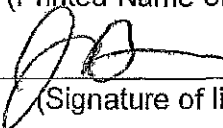
Island Lakes 7A and 7B

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

This waiver is conditioned on actual payment of \$173,050.11.

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/on 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 12-2-13

Address: 51777 12 Mile  
Wixom, MI 48393

Telephone: 248-380-3645

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

# FULL UNCONDITIONAL WAIVER

My/our contract with Toll Brothers, Inc.

to provide Site Earthwork and Underground Utilities

for the improvement of the property described as: \_\_\_\_\_

Island Lake Phase 7A & 7B

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

Stante Excavating Co., Inc.

By: James A. Cules  
(Signature of lien claimant)

Signed on: 12/2/13 Address: 46912 Liberty Drive  
(Date)

Wixom, MI 48393

Telephone: 248-624-0030

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