

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item F  
May 21, 2012

**SUBJECT:** Acceptance of Churchill Crossing No. 3 Subdivision streets and adoption of Act 51 New Street Resolution accepting the remainder of Thatcher Drive as public, adding 2,328 linear feet or 0.44 miles of roadway to the City's street system.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *R10 BIC*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:** *[Signature]*

Singh of Churchill Crossing II, LLC., developers for the Churchill Crossing No. 3 Subdivision, requests the dedication of Thatcher Drive within the Churchill Crossing No. 3 Subdivision, and requests that the City of Novi accepts this street as a public asset (location map attached). The right-of-way width for the aforementioned street is sixty (60) feet.

Thatcher Drive in Churchill Crossing No. 3 has been constructed in accordance with City Standards, and according to the City Attorney's office, the related acceptance documents are in a form so as to permit acceptance by Council (May 2, 2012 letter from Beth Kudla Saarela, attached). According to the City's consulting engineer, the streets meet City design and construction standards (Spalding DeDecker & Associates, Inc. April 5, 2012 letter, attached). The attached Resolution satisfies the Michigan Department of Transportation requirement for adding 2,328 linear feet or 0.44 miles of roadway to Act 51 funding.

**RECOMMENDED ACTION:** Acceptance of Churchill Crossing No. 3 Subdivision streets and adoption of Act 51 New Street Resolution accepting the remainder of Thatcher Drive as public, adding 2,328 linear feet or 0.44 miles of roadway to the City's street system.

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

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

CITY OF NOVI  
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**CHURCHILL CROSSING SUBDIVISION NO. 3  
Thatcher Drive**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_ 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;** Singh Development, LLC., has dedicated Thatcher Drive and requested their acceptance by the Novi City Council; and

**WHEREAS;** said street within the Churchill Crossing No. 3 Subdivision are now located within rights-of-way under the control of the City of Novi, have been constructed to City standards, and are open to the public; and

**WHEREAS;** Thatcher Drive measures 2,328 linear feet, adding a total of 0.44 miles of roadway surface to Novi's public street system.

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

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Maryanne Cornelius, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

\_\_\_\_\_  
Maryanne Cornelius, City Clerk  
City of Novi

# CHURCHILL CROSSINGS NO. 3

## Street Dedication



Map Author: Aaron J. Staup  
 Date: May 3, 2012  
 Project: Churchill Crossing Sub. No. 3  
 Version #: 1

Thatcher Drive - 2,328' of 60' ROW  
 0.44 Miles

#### MAP INTERPRETATION NOTICE

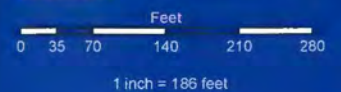
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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.

#### Map Legend

- |                     |                             |
|---------------------|-----------------------------|
| Road Classification | Novi Tax Parcel BSA         |
| — Major Streets     | Novi 2010 Aerial Photograph |
| — Minor Streets     | RGB                         |
|                     | Red: Band_1                 |
|                     | Green: Band_2               |
|                     | Blue: Band_3                |
|                     | City of Novi Boundary       |



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





April 5, 2012

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

**Re: Churchill Crossing Phase III  
Site Utilities and Pavement Recommendation for Acceptance**  
Novi SP No.: 00-0014  
SDA Job No.: NV011-226

Dear Mr. Staup:

Please be advised that the sanitary manholes, gate valve and wells, hydrants, storm catch basins and pavement for the above referenced project have been repaired in accordance with the City of Novi Standards and Details under the observation of SDA. At this time SDA finds the roads and utilities within this development to be acceptable.

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

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

Sincerely,

**SPALDING DeDECKER ASSOCIATES, INC.**

Ted Meadows  
Contract Administrator

cc: Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)  
Marina Neumaier, City of Novi – Assistant Finance Director (e-mail)  
Sheila Weber, City of Novi – Bond Coordinator (e-mail)  
Robert West, City of Novi – Water & Sewer Manager (e-mail)  
Chris Schrier, Singh Development (e-mail)  
Christopher Robbins, PE, SDA (e-mail)  
SDA CE Job File

# JOHNSON | ROSATI | SCHULTZ | JOPPICH

A Professional Corporation

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

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Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

May 2, 2012

Rob Hayes, Director of Public Services  
Field Services Complex  
26300 Lee Begole Drive  
Novi, Michigan 48375

**Re: Churchill Crossings Subdivision No. 3 – SP00-14  
Street Acceptance  
Our File No. 660044.NOV1**

Dear Mr. Hayes:

We have received and reviewed the following documents for the conveyance of streets within the Churchill Crossings Subdivision No. 3:

1. Bill of Sale for streets and paving
2. Commitment for Title Insurance
3. Maintenance and Guarantee Bond

Subject to the approval of the amount of the Maintenance and Guarantee Bond by Engineering, the above documents appear to be in order for acceptance. Once the streets have been accepted by City Council Resolution, the Bill of Sale, Commitment for Title Insurance, and Maintenance and Guarantee Bond should be retained in the City's file. We will forward the original Bill of Sale to the City Clerk's Office for 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

Enclosures

C: Maryanne Cornelius, Clerk (w/Original Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Marina Neumaier, Assistant Finance Director (w/Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sarah Marchioni, Building Permits Coordinator (w/Enclosures)  
Brian Coburn, Engineering Manager (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sheila Weber and Kristin Pace, Treasurer's Office (w/Enclosures)  
Mike Kahm, Singh Construction Company (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**MAINTENANCE AND GUARANTEE BOND**

The undersigned, Asphalt Specialists, Inc., "Principal," whose address is 1780 E. Highwood, Pontiac, MI 48340, and Hudson Insurance Company "Surety," whose address is 17 State Street, 29th Floor, New York, NY 10004, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of <sup>Twenty Six Thousand One Hundred</sup> ~~Forty Two~~ and 00/100THS Dollars (\$ 26,142.00) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed, or contracted to construct, certain improvements consisting of Asphalt - Churchill Crossings #3 within the City of Novi, shown on plans dated 10/21/02 ("Improvements").

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

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

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

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

This Bond and the obligations of Principal and Surety under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as a improvement by the City of Novi, for defects discovered within that period for



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

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

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

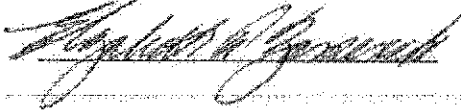
The date of the last signature shall be considered the date of this Bond, which is November 18, 2011

PRINCIPAL: Asphalt Specialists, Inc.

Date: November 18, 2011

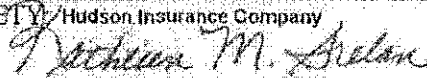
By:   
Its: VP

WITNESS:

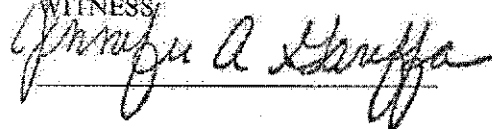


SURETY: Hudson Insurance Company

Date: November 18, 2011

By:   
Its: Kathleen M. Ireland  
Attorney-in-Fact

WITNESS:



254026\_2.DOC



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan and Chad Teague of the State of Michigan

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly signed this 5th day of August, 2010 at New York, New York.



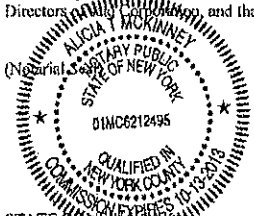
HUDSON INSURANCE COMPANY

Attest: Deborah S. Aschheim, Corporate Assistant Secretary

By: Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 5th day of August, 2010 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors and that he signed his name thereto by like order.



Alicia T. McKinney, Notary Public, State of New York, No. 01MC6212495, Qualified in New York County, Commission Expires October 13, 2013

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Deborah S. Aschheim hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 18th day of November, 2011.



By: Deborah S. Aschheim, Corporate Assistant Secretary

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that Singh of Churchill Crossing II, L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, for the sum of One (\$1.00) Dollar and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Novi, 45175 West Ten Mile Road, Novi, Michigan 48375, the street paving according to public rights-of-way therefore established, as shown on the attached Final Plat:

See Exhibit "A" – Roadway Description, along with a complete copy of the Final Plat as recorded in Liber 293, Pages 11 through 15 on June 8, 2005, Oakland County Register of Deeds.

In witness whereof, the undersigned had executed these presents this 9th day of December, 2011.

Witness:

Singh of Churchill Crossing II, L.L.C.  
A Michigan limited liability company

Lawrence A. Kilgore  
LAWRENCE A. KILGORE

Lushman S. Grewal  
By: Lushman S. Grewal  
Its: Manager

Denise Barak  
Denise Barak

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) ss

The foregoing instrument was acknowledged before me this 9th day of December, 2011, by Lushman S. Grewal, who is the Manager of Singh of Churchill Crossing II, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

Lawrence A. Kilgore  
LAWRENCE A. KILGORE, Notary Public  
Oakland County, Michigan  
My Commission Expires: 12-20-16

LAWRENCE A. KILGORE  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES: DEC. 20, 2016  
ACTING IN THE COUNTY OF OAKLAND

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

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

## Exhibit "A"

Churchill Crossing Subdivision No. 3, Public Roads

Job No. 99-017

Date: 11/01/2011

### Legal Description:

All that part of "Churchill Crossing Subdivision No. 3" designated as public roadway (Thatcher Drive), being a part of Southeast 1 / 4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan, as recorded in Liber 293, Pages 11, 12, 13, 14 and 15, Oakland County Records;

More particularly described as commencing at the South 1 / 4 Corner of said Section 22; thence North 01°26'58" East, 1490.42 feet, along the North and South 1 / 4 line of said Section 22; thence South 88°33'02" East, 180.39 feet, to the Point of Beginning;

thence 172.88 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 38°05'54", and a chord bearing and distance of North 17°35'59" East, 169.72 feet; thence North 01°26'58" East, 591.76 feet; thence 104.38 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23°00'07", and a chord bearing and distance of North 12°57'01" East, 103.68 feet; thence North 42°52'55" West, 26.74 feet; thence 219.91 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 180°00'00", and a chord bearing and distance of North 47°07'05" East, 140.00 feet; thence South 42°52'55" East, 26.74 feet; thence 133.29 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 29°22'22", and a chord bearing and distance of North 77°25'24" East, 131.84 feet; thence South 87°53'25" East, 448.53 feet; thence 187.47 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 41°18'45", and a chord bearing and distance of South 67°14'03" East, 183.44 feet; thence South 46°34'40" East, 108.69 feet; thence 313.20 feet along a curve to the right, said curve having radius of 260.00 feet, a central angle of 69°01'08", and a chord bearing and distance of South 12°04'06" East, 294.60 feet; thence North 74°21'22" West, 60.55 feet; thence 248.09 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 71°04'21", and a chord bearing and distance of North 11°02'30" West, 232.49 feet; thence North 46°34'40" West, 108.69 feet; thence 144.21 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 41°18'45", and a chord bearing and distance of North 67°14'03" West, 141.10 feet; thence North 87°53'25" West, 448.53 feet; thence 316.46 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 90°39'37", and a chord bearing and distance of South 46°46'46" West, 284.47 feet; thence South 01°26'58" West, 591.76 feet; thence 132.99 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 38°05'54", and a chord bearing and distance of South 17°35'59" East, 130.55 feet; thence South 53°21'04" West, 60.00 feet, to the Point of Beginning.

# Exhibit "A"

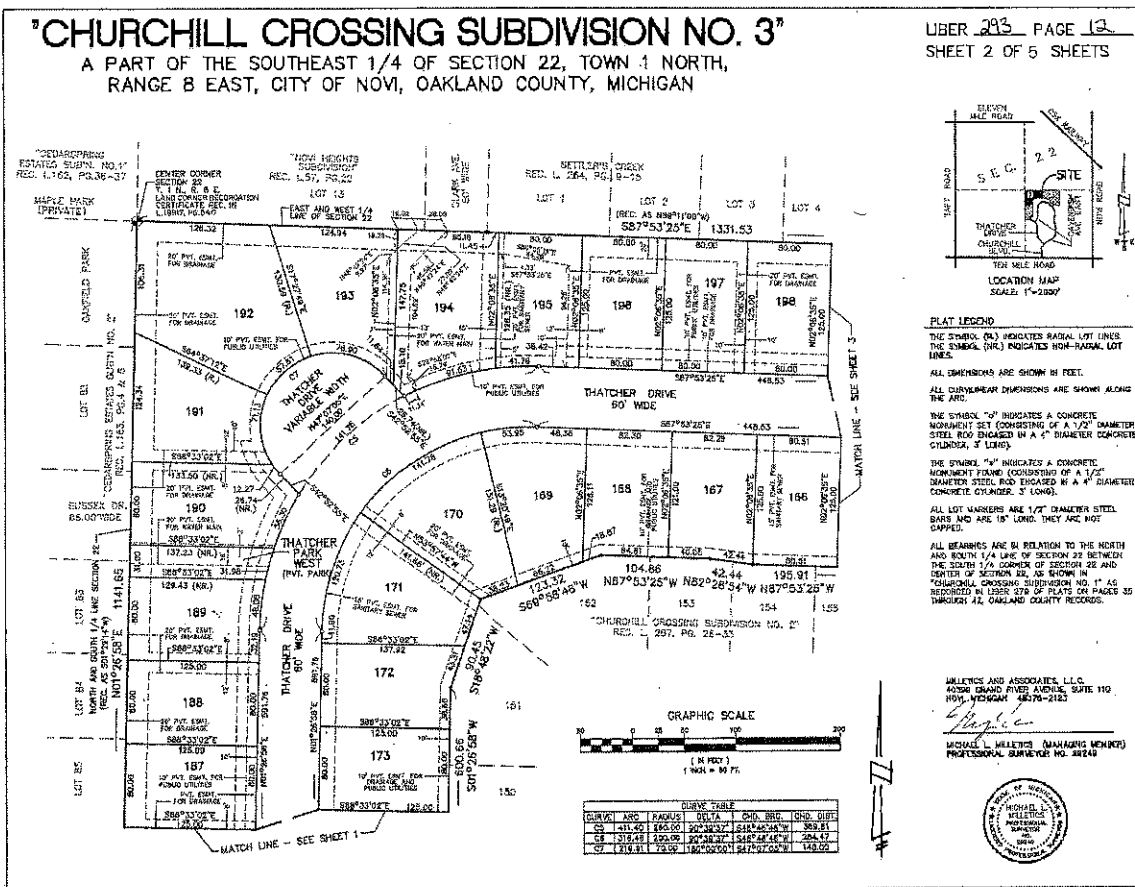
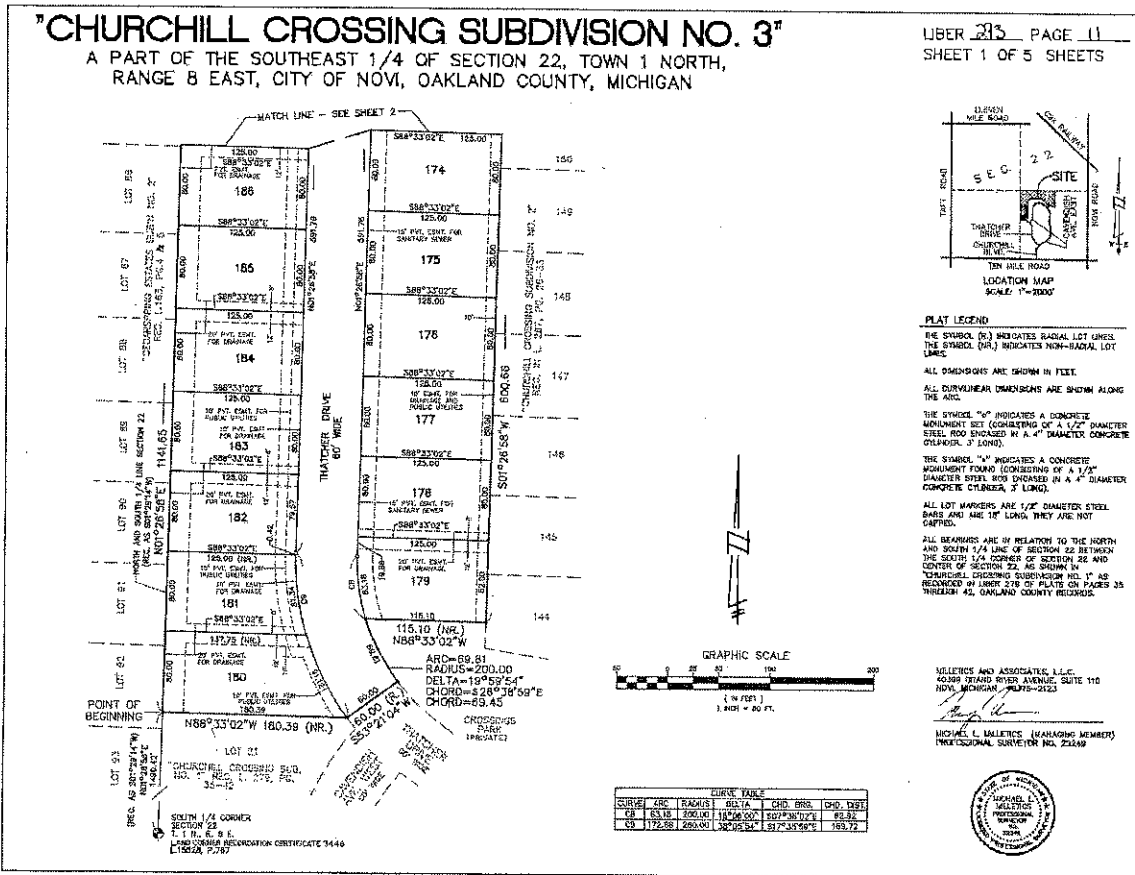


Exhibit "A"

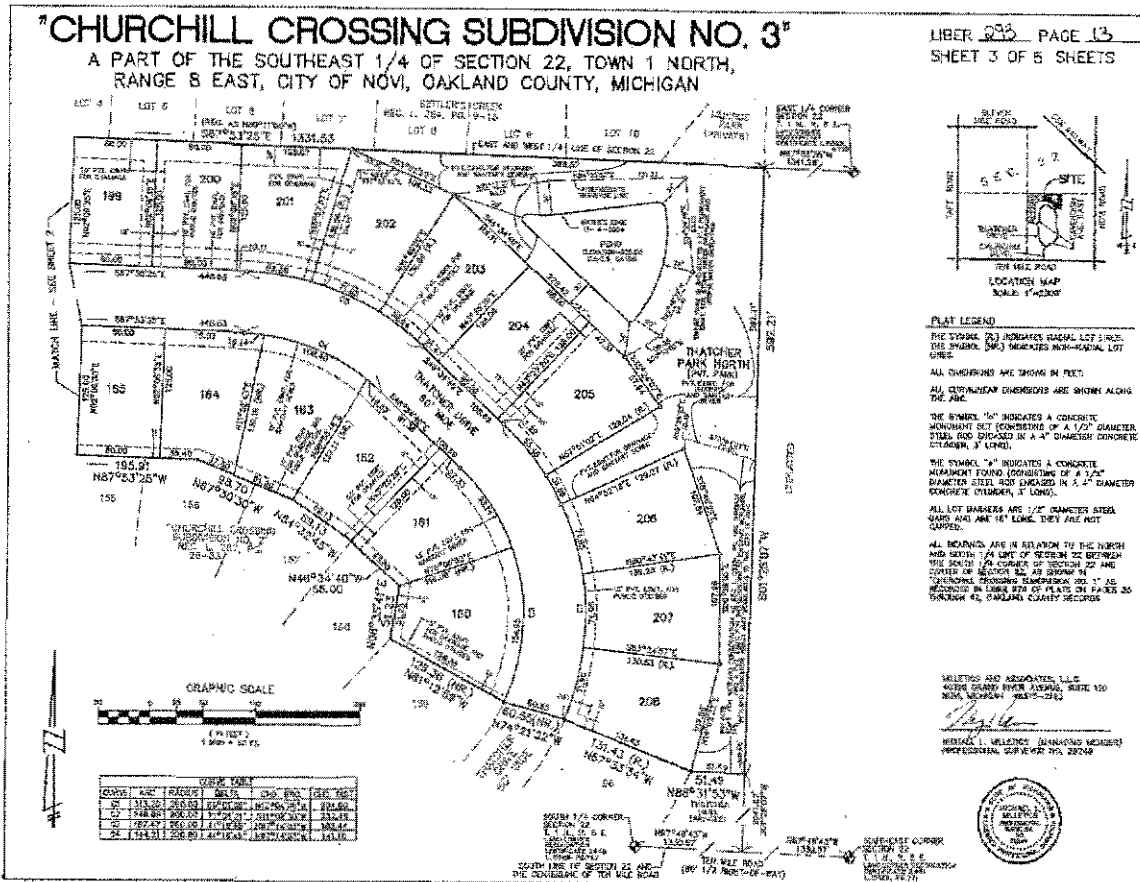


Exhibit "A"

**"CHURCHILL CROSSING SUBDIVISION NO. 3"**  
 A PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LIBER 283 PAGE 14  
 SHEET 4 OF 5 SHEETS

**SURVEYOR'S CERTIFICATE**

I, MICHAEL L. MILLER, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, MEASURED AND MARKED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS CHURCHILL CROSSING SUBDIVISION NO. 3, A PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED ON COMPLETION OF THE SOUTH 1/4 CORNER OF SAID SECTION 22, THENCE NORTH 27°25'58" WEST, 1420.42 FEET, ALONG THE EASTERLY LINE OF "CEDARSPRING ESTATES SUB. NO. 2" (RECORDED IN SOUTH 012814" WEST), AS RECORDED IN LIBER 162 OF PLATS, ON PAGES 4 AND 5, OAKLAND COUNTY RECORDS AND THE SOUTHERLY LINE OF "CEDARSPRING CROSSING SUBDIVISION NO. 1" (RECORDED IN LIBER 278 OF PLATS, ON PAGES 38 THROUGH 42, INCLUSIVE, OAKLAND COUNTY RECORDS AND THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 22, TO THE POINT OF BEGINNING; THENCE NORTH 01°26'58" WEST, 1844.03 FEET, ALONG THE EASTERLY LINE OF SAID "CEDARSPRING CROSSING SUB. NO. 2" (CORNER ON SOUTH 012814" WEST) TO THE SOUTHEASTERN CORNER OF "CEDARSPRING ESTATES SUB. NO. 1" (AS RECORDED IN LIBER 162 OF PLATS, ON PAGES 36 AND 37, OAKLAND COUNTY RECORDS AND THE SOUTHWESTERN CORNER OF "HOLY HEIGHTS SUBDIVISION" (AS RECORDED IN LIBER 57 OF PLATS, ON PAGE 22, OAKLAND COUNTY RECORDS AND THE CENTER OF SAID SECTION 22; THENCE SOUTH 89°53'22" EAST, 1315.53 FEET, ALONG THE SOUTHERLY LINE OF SAID "HOLY HEIGHTS SUBDIVISION" (RECORDED ON NORTH 89°11'00" WEST), AND THE SOUTHERLY LINE OF "SETTLER'S CREEK" (AS RECORDED IN LIBER 284 OF PLATS, ON PAGES 10, 11, 12, 13, 14 AND 15, OAKLAND COUNTY RECORDS AND THE EAST AND WEST 1/4 LINE OF SAID SECTION 22, TO THE SOUTHEAST CORNER OF SAID "SETTLER'S CREEK" (SOUTH POINT BEING NORTH 83°53'22" WEST, 1341.28 FEET, FROM THE EAST 1/4 CORNER OF SAID SECTION 22); THENCE SOUTH 01°28'07" WEST, 592.21 FEET, TO THE NORTHEAST CORNER OF "CHURCHILL CROSSING SUB. NO. 2" (AS RECORDED IN LIBER 287 OF PLATS, ON PAGES 24 THROUGH 33, OAKLAND COUNTY RECORDS, THENCE THE FOLLOWING FOURTEEN COURSES ALONG THE NORTHERLY LINE OF SAID "CHURCHILL CROSSING SUB. NO. 2": NORTH 88°31'53" WEST, 51.49 FEET AND NORTH 87°23'24" WEST, 131.43 FEET AND NORTH 74°22'27" WEST, 63.58 FEET AND NORTH 81°22'59" WEST, 124.35 FEET AND NORTH 08°28'44" EAST, 51.32 FEET AND NORTH 08°45'07" WEST, 58.00 FEET AND NORTH 68°28'27" WEST, 69.13 FEET AND NORTH 67°32'50" WEST, 98.70 FEET AND NORTH 87°53'25" WEST, 158.01 FEET AND NORTH 82°28'54" WEST, 45.44 FEET AND NORTH 87°32'20" WEST, 154.58 FEET AND SOUTH 68°28'48" WEST, 112.31 FEET AND SOUTH 07°49'21" WEST, 88.13 FEET AND NORTH 01°08'58" WEST, 526.08 FEET, TO THE NORTHERLY LINE OF SAID "CHURCHILL CROSSING SUBDIVISION NO. 1"; THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTHERLY LINE OF SAID "CHURCHILL CROSSING SUBDIVISION NO. 1": NORTH 28°32'05" WEST, 112.32 FEET AND 88.45 FEET ALONG A NEW TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CHORD BEING 149.95 FEET, AND A POINT OF BEGINNING AND DISTANCE OF SOUTH 28°32'05" EAST, 88.45 FEET AND SOUTH 33°21'04" WEST, 100.59 FEET AND NORTH 88°23'12" WEST, 136.39 FEET, TO THE POINT OF BEGINNING.

All of the above containing 17,200 Acres. This plat contains 49 lots, numbered 155 to 205, both inclusive, and two (2) private parks.

That I have made such survey, land-division and plat by the direction of the corners of such land.

That such plat is a correct representation of all the estate boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that survey has been deposited with the municipality, as required by Section 125 of the Act.

That the accuracy of the survey is within the limits required by Section 126 of the Act.

That the markings shown on the plat are expressed as required by Section 126 (3) of the Act and as expected in the legend.

**PROPRIETARY STATEMENT**

State of Churchill Crossing, L.L.C., a Michigan Limited Liability Company, duly organized and existing under the laws of the State of Michigan, by Matthew S. Grant, Vice President of Such General Corp., manager of Such Property, has caused this plat to be surveyed, marked, measured and divided as represented on this plat and that the streets are for the use of the public and the public utility easements are private easements and that all other easements are for the uses shown on the plat and that Holy Spirit Park North and Holy Spirit Park South are private parks dedicated to the use of the lot owners of this plat and Churchill Crossing Subdivision No. 1, and Churchill Crossing Subdivision No. 2.

**WITNESSES:**

Matthew S. Grant, Vice President of Such General Corp.  
 Matthew S. Grant, Vice President of Such General Corp.  
 Matthew S. Grant, Vice President of Such General Corp.

**COMPLETION**

STATE OF MICHIGAN }  
 COUNTY OF OAKLAND } ss.  
 Personally come before me this 14th day of August, 2004, Matthew S. Grant, Vice President of Such General Corp., manager of the above named limited liability company, to me known to be the person who executed the foregoing instrument and to me known to be such Vice President and acknowledged that he executed the foregoing instrument as such manager on the day and date and deed of said limited liability company.

My Commission Expires: 10/14/2006

Matthew S. Grant, Vice President of Such General Corp.  
 Matthew S. Grant, Vice President of Such General Corp.  
 Matthew S. Grant, Vice President of Such General Corp.

**MILLER AND ASSOCIATES, L.L.C.**  
 40399 GRAND RIVER AVENUE, SUITE 110  
 NOVI, MICHIGAN 48240-2122  
 NO. 036400

**MICHAEL L. MILLER (MANAGING MEMBER)**  
 PROFESSIONAL SURVEYOR NO. 28224

**Exhibit "A"**

**"CHURCHILL CROSSING SUBDIVISION NO. 3"**

LIBER 293 PAGE 15  
SHEET 5 OF 5 SHEETS

A PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOV, OAKLAND COUNTY, MICHIGAN

**COUNTY TREASURER'S CERTIFICATE**

This record is my office show an amount taxes of special assessments for the first year preceding January 1st, 2002, levied on the lands included in this plat.

*Patrick M. Dobson*  
Patrick M. Dobson  
Oakland County Treasurer

**COUNTY PLAT BOARD CERTIFICATE**

This plat has been reviewed and is approved by the Oakland County Plat Board on April 11th, 2002, or being in compliance with all of the provisions of Act 225, P.A. 1997 and the Plat Board's applicable rules and regulations.

*Bill Ballantyne*  
Bill Ballantyne  
Chairman  
Board of Commissioners

*Joseph G. McBover*  
Joseph G. McBover  
County Clerk  
Register of Deeds

**COUNTY DRAIN COMMISSIONER'S CERTIFICATE**

Approved on December 22, 2002 in compliance with Section 182 of Act 206, P.A. 1997 and the applicable rules and regulations published by my office in the County of Oakland.

*John P. McElfish*  
John P. McElfish  
Oakland County Drain Commissioner

**RECORDING CERTIFICATE**

STATE OF MICHIGAN  
OAKLAND COUNTY

This plat was received for record on the 11th day of April, 2002, at 11:15 A.M. and recorded to Liber 293 of Page on Page 11-15

**CERTIFICATE OF MUNICIPAL APPROVAL**

I certify that this plat was approved by the City Council of the City of Nov, at a meeting held February 23, 2002, and was reviewed and found to be in compliance with Act 225, P.A. of 1997; that this plat complies with the zoning and subdivision control ordinances adopted by the City of Nov; and that the minimum lot area as specified in Section 220.189 has been waived. Also, adequate surety has been deposited with the Clerk for the placing of manholes and lot markers within a reasonable length of time, not to exceed one year from the above date; and that adequate survey has been posted to insure construction of public sewer and public water services.

*Margaret Bernick*  
Margaret Bernick, City Clerk

*Joseph G. McBover*  
Joseph G. McBover  
County Clerk  
Register of Deeds

MILLETIC AND ASSOCIATES, L.L.C.  
40329 GRAND RIVER AVENUE, SUITE 110  
NOV, MICHIGAN 48375-2113

*Michael J. Milletic*  
MICHAEL J. MILLETIC (MANAGING MEMBER)  
PROFESSIONAL SURVEYOR NO. 28249



Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 559035  
2014 Tom Delaney

Date Printed: November 16, 2011

1. Effective Date: October 12, 2011 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$10,000.00

Proposed Insured:  
City of Novi

Policy or Policies to be issued:	Policy Amount
(b) ALTA Loan Policy (6-17-06)	

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Singh of Churchill Crossing II, L.L.C., a Michigan limited liability company

4. The land referred to in this Commitment, situated in the County of Oakland, City of Novi, State of Michigan, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

Thatcher Drive Novi MI



Issued By: First American Title Insurance Company  
For questions regarding this commitment contact;  
(248)540-4102 or fax to (866)550-1079  
100 Bloomfield Hills Parkway, Suite 195  
Bloomfield Hills, MI 48304



## Schedule B – Section I REQUIREMENTS

Commitment No.: 559035

### General Requirements

The following requirements must be met:

- (a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

### Specific Requirements

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. SUBMIT A COPY OF THE OPERATING AGREEMENT OF SINGH OF CHURCHILL CROSSING II, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY. FURTHER REQUIREMENTS MAY BE MADE UPON REVIEW OF THE OPERATING AGREEMENT.
2. PROVIDE SATISFACTORY EVIDENCE OF THE AUTHORITY OF THE PERSON OR PERSONS AUTHORIZED TO EXECUTE THE DEED ON BEHALF OF SINGH OF CHURCHILL CROSSING II, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY.
3. WARRANTY DEED FROM OWNER NAMED ON SCHEDULE A TO THE PARTY TO BE INSURED.

## Schedule B – Section II EXCEPTIONS

Commitment No.: 559035

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:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

### Part One: General Exceptions

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

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

### Part Two: Specific Exceptions

1. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
2. Rights of tenants, if any, under any unrecorded leases.
3. Lien for outstanding water or sewer charges, if any.
4. Liens, if any, for Special Assessments.
5. Information obtained from the Oakland County Assessor discloses that the subject land currently has no assessed value and there is no tax liability.

EXHIBIT A  
LEGAL DESCRIPTION

File No.: 559035

The land referred to in this Commitment, situated in the County of Oakland, City of Novi, State of Michigan, is described as follows:

All that part of CHURCHILL CROSSING SUBDIVISION NO. 3, designated as public roadway (Thatcher Drive), according to the plat thereof as recorded in Liber 293 of Plats, pages 11, 12, 13, 14 and 15, Oakland County Records, described as: Commencing at the South 1/4 Corner of said Section 22; thence North 01 degrees 26 minutes 58 seconds East, 1490.42 feet, along the North and South 1/4 line of said Section 22; thence South 88 degrees 33 minutes 02 seconds East, 180.39 feet to the Point of Beginning; thence 172.88 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 38 degrees 05 minutes 54 seconds, and a chord bearing and distance of North 17 degrees 35 minutes 59 seconds West, 169.72 feet; thence North 01 degrees 26 minutes 58 seconds East, 591.76 feet; thence 136.36 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 30 degrees 02 minutes 58 seconds, and a chord bearing and distance of North 16 degrees 28 minutes 27 seconds East, 134.80 feet; thence North 42 degrees 52 minutes 55 seconds West, 26.74 feet; thence 219.91 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 180 degrees 00 minutes 00 seconds, and a chord bearing and distance of North 47 degrees 07 minutes 05 seconds East, 140.00 feet; thence South 42 degrees 52 minutes 55 seconds East, 26.74 feet; thence 133.29 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 29 degrees 22 minutes 22 seconds, and a chord bearing and distance of North 77 degrees 25 minutes 24 seconds East, 131.84 feet; thence South 87 degrees 53 minutes 25 seconds East, 448.53 feet; thence 187.47 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 41 degrees 18 minutes 45 seconds, and a chord bearing and distance of South 67 degrees 14 minutes 03 seconds East, 183.44 feet; thence South 46 degrees 34 minutes 40 seconds East, 108.69 feet; thence 313.20 feet along a curve to the right, said curve having radius of 260.00 feet, a central angle of 69 degrees 01 minutes 08 seconds, and a chord bearing and distance of South 12 degrees 04 minutes 06 seconds East, 294.60 feet; thence North 74 degrees 21 minutes 22 seconds West, 60.55 feet; thence 248.09 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 71 degrees 04 minutes 21 seconds, and a chord bearing and distance of North 11 degrees 02 minutes 30 seconds West, 232.49 feet; thence North 46 degrees 34 minutes 40 seconds West, 108.69 feet; thence 144.21 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 41 degrees 18 minutes 45 seconds, and a chord bearing and distance of North 67 degrees 14 minutes 03 seconds West, 141.10 feet; thence North 87 degrees 53 minutes 25 seconds West, 448.53 feet; thence 316.46 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 90 degrees 39 minutes 37 seconds, and a chord bearing and distance of South 46 degrees 46 minutes 46 seconds West, 284.47 feet; thence South 01 degrees 26 minutes 58 seconds West, 591.76 feet; thence 132.99 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 38 degrees 05 minutes 54 seconds, and a chord bearing and distance of South 17 degrees 35 minutes 59 seconds East, 130.55 feet; thence South 53 degrees 21 minutes 04 seconds West, 60.00 feet to the Point of Beginning.

NOTE: No taxes are currently being assessed

**Commitment for Title Insurance**  
**FIRST AMERICAN TITLE INSURANCE COMPANY.**

First American Title Insurance Company, a California 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 six (6) months 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.

First American Title Insurance Company



Dennis J. Gilmore  
President



Timothy Kemp  
Secretary



**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 and Stipulations.
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 Stipulations 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/>.

Issued by: **First American Title Insurance Company**

100 Bloomfield Hills Parkway, Suite 195

Bloomfield Hills, Michigan 48304

Ph: (248)540-4102 or Fax to: (866)550-1079



#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.