



**CITY OF NOVI CITY COUNCIL  
MAY 8, 2023**

**SUBJECT:** Approval to accept the residential street as part of Park Place East and adoption of Act 51 New Street Resolution accepting a portion of Boardwalk Avenue as public, adding 0.12 miles of roadway to the City's public street system.

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

**BACKGROUND INFORMATION:**

Park Place East of Novi LLC (located in Section 31, east of Napier, south of 9 mile, just west of the ITC Trail) has requested the dedication and acceptance of a portion of Boardwalk Avenue as a public asset. The Park Place East development is comprised of seven single-family homes lots on approximately 10.66 acres. The project is located south of Nine Mile Road, east of Napier Road in Section 31 of the City. The right-of-way width for the proposed streets shall be sixty (60) feet wide.

According to the City's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker, February 3, 2023). The related acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form so as to permit acceptance by City Council (Spalding DeDecker, June 27, 2022, and Beth Saarela, August 19, 2022, respectively). The enclosed resolution satisfies the Michigan Department of Transportation requirement for adding 0.12 miles of roadway to Act 51 funding.

**RECOMMENDED ACTION:** Approval to accept the residential street as part of Park Place East and adoption of Act 51 New Street Resolution accepting a portion of Boardwalk Avenue as public, adding 0.12 miles of roadway to the City's public street system.

# Park Place East Street Acceptance

## Location Map



Map Author: Humna Anjum  
Date: 8/18/2022  
Project: Park Place East  
Version: 1.0

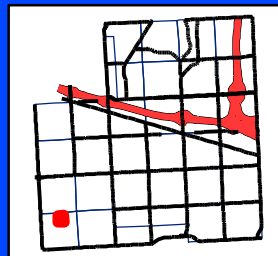
Amended By:  
Date:  
Department:

### MAP INTERPRETATION NOTICE

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

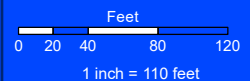
### Legend

- Major Roads
- Minor Roads



### City of Novi

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



February 23, 2022

Mrs. Humna Anjum  
Project Engineer  
Department of Public Works  
Field Services Complex – Engineering Division  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Park Place East**  
**Site Work Final Approval - subdivision**  
Novi SP No.: JSP13-0035  
SDA Job No.: NV15-214

Dear Mrs. Anjum:

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

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

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

Sincerely,

**SPALDING DEDECKER**

**Ted Meadows** Ted Meadows  
Apr 17 2023 3:36 PM

Ted Meadows  
Vice President

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)  
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)  
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)  
Mark Kassab, PPE of Novi LLC (email)  
SDA Job File

June 27, 2022

Ben Croy  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Park Place East - Acceptance Documents Review  
Novi # JSP13-0035  
SDA Job No. NV15-214  
**DOCUMENTS APPROVED**

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on June 24, 2022 against the Final Site Plan (Stamping Set) approved on March 4, 2016. We offer the following comments:

**Final Acceptance Documents**

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

1. Warranty Deed for Road Right-of-Way – Boardwalk Ave  
(executed 06/21/2022, unrecorded, dated 10/05/21)  
Exhibits Approved
2. Bills of Sale: On Site Roads – Boardwalk Ave  
SUPPLIED – APPROVED.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. 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 10, 2014 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**





Mike Freckelton, PE  
Project Engineer

Cc (via Email): Victor Boron, City of Novi  
Taylor Reynolds, Spalding DeDecker  
Ted Meadows, Spalding DeDecker  
Courtney Hanson, City of Novi  
Madeleine Daniels, City of Novi  
Sarah Marchioni, City of Novi  
Humna Anjum, City of Novi  
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler  
Angie Sosnowski, City of Novi  
Melissa Morris, City of Novi  
Ben Peacock, City of Novi

ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
www.rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

August 19, 2022

Jeffrey Herczeg, Director of Public Works  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**RE: Park Place East JSP 13-35  
Street Acceptance Documents**

Dear Mr. Herczeg:

We have received and reviewed the following **original** documents for Park Place East, a copy of which are enclosed:

1. Warranty Deed for Interior Roads (**Approved**)
2. Bill of Sale for Street Paving (**Approved**)
3. Title Search

**Warranty Deed**

The Warranty Deed for interior roads for the Park Place East conveys the interior roads to the City for public use and maintenance. The Warranty Deed is consistent with the title search provided and has been executed in accordance with the requirements of the Master Deed for road conveyances. The legal descriptions of the right-of-way area being dedicated have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale for paving is acceptable as provided. The original Warranty Deed and Bill of Sale should be held in the City's file until the streets are ready for acceptance.

Once accepted, the Warranty Deed should be recorded by the City Clerk's Office in the usual manner.

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

Jeffrey Herczeg, Director of Public Works  
City of Novi  
August 19, 2022  
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Lindsay Bell, Planner (w/Enclosures)  
Christian Carroll, Planner (w/Enclosures)  
Madeleine Daniels, Planner (w/Enclosures)  
Ben Peacock, Planning Assistant (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)  
Ben Croy, City Engineer (w/Enclosures)  
Victor Boron, Project Engineer (w/Enclosures)  
Rebecca Runkel, Project Engineer (w/Enclosures)  
Humna Anjum, Project Engineer (w/Enclosures)  
Melissa Morris, Administrative Assistant (w/Enclosures)  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)  
James M. Galbraith, PPE of Novi, LLC (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that PPE OF NOVI LLC, a Michigan limited liability company, whose address is 31550 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334 ("Grantor"), for the sum of One and 00/100 Dollars (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, all of the street paving according to the public rights-of-way therefore established described as follows:

See Exhibits A and B attached hereto and made a part hereof.

In witness whereof, the undersigned has executed these presents this 21<sup>ST</sup> day of June, 2021.

GRANTOR:

PPE OF NOVI LLC,  
a Michigan limited liability company

By: [Signature]  
James Galbraith, Authorized Agent

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS.

2 The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of June, 2021, by James Galbraith, an Authorized Agent of PPE of Novi LLC, a Michigan limited liability company.

LISA M. MALLAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 1, 2025  
ACTING IN COUNTY OF Oakland

Lisa M. Mallas  
LISA M. MALLAS, Notary Public  
State of Michigan, County of Oakland  
My Commission Expires 5/1/25  
Acting in the County of Oakland

Drafted by:

Wayne S. Segal, Esq.  
Dawda, Mann, Mulcahy & Sadler, PLC  
Dawda Mann Building  
39533 Woodward Avenue, Suite 200  
Bloomfield Hills, Michigan 48034

When Recorded Return to:

City of Novi  
45175 Ten Mile Road  
Novi, Michigan 48375



# EXHIBIT A

## BOARDWALK AVENUE DEDICATION LEGAL DESCRIPTION

### LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING A PART OF "PARK PLACE EAST", A CONDOMINIUM ACCORDING TO THE MASTER DEED RECORDED IN LIBER 48985, PAGE 534, MACOMB COUNTY RECORDS AND DESIGNATED AS MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN No. 2138 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE SOUTH 01 DEGREES 39 MINUTES 14 SECONDS WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 31, 760.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 21 MINUTES 53 SECONDS EAST, 120.02 FEET; THENCE 212.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 260.00 FEET, CENTRAL ANGLE OF 46 DEGREES 45 MINUTES 44 SECONDS, CHORD BEARING SOUTH 64 DEGREES 59 MINUTES 00 SECONDS EAST, 206.36 FEET; THENCE 163.03 FEET ALONG AN ARC OF A CURVE TO THE LEFT, RADIUS OF 200.00 FEET, CENTRAL ANGLE OF 46 DEGREES 42 MINUTES 17 SECONDS, CHORD BEARING SOUTH 64 DEGREES 57 MINUTES 16 SECONDS EAST, 158.55 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 27 SECONDS EAST, 163.99 FEET; THENCE SOUTH 01 DEGREES 41 MINUTES 33 SECONDS WEST, 60.00 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 27 SECONDS WEST, 163.99 FEET; THENCE 211.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 260.00 FEET, CENTRAL ANGLE OF 46 DEGREES 42 MINUTES 18 SECONDS, CHORD BEARING NORTH 64 DEGREES 57 MINUTES 18 SECONDS WEST, 206.12 FEET; THENCE 163.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS OF 260.00 FEET, CENTRAL ANGLE OF 46 DEGREES 42 MINUTES 18 SECONDS, CHORD BEARING NORTH 64 DEGREES 59 MINUTES 00 SECONDS WEST, 158.74 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 53 SECONDS WEST, 120.03 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 14 SECONDS EAST, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,554.31 SQUARE FEET OR 0.91 ACRES OF LAND.



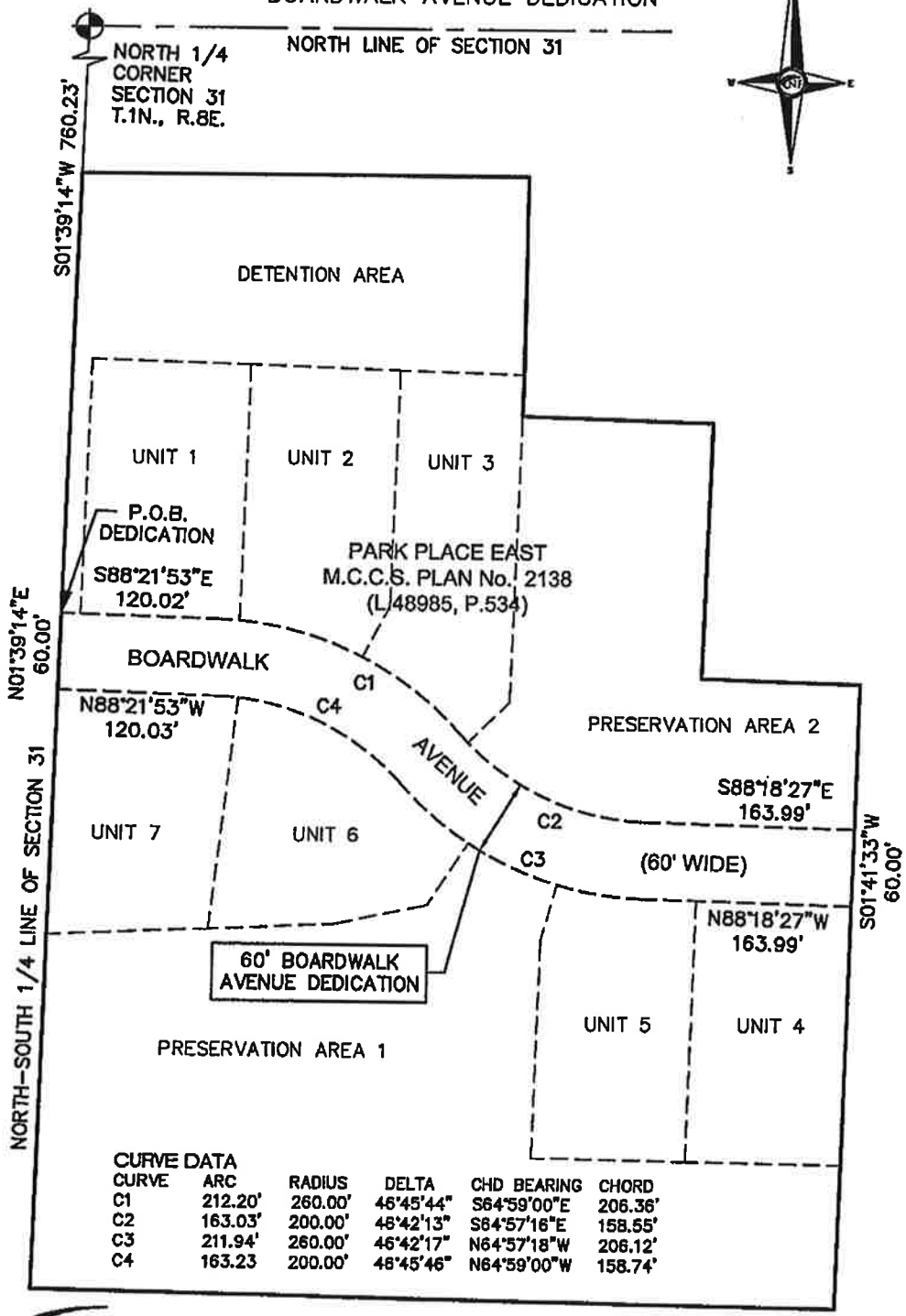
**ENGINEERS**

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	10-05-2021	K.N.	M622	1 of 2

# EXHIBIT B

## BOARDWALK AVENUE DEDICATION



CURVE	ARC	RADIUS	DELTA	CHD BEARING	CHORD
C1	212.20'	260.00'	46°45'44"	S64°59'00"E	206.36'
C2	163.03'	200.00'	46°42'13"	S64°57'16"E	158.55'
C3	211.94'	260.00'	46°42'17"	N64°57'18"W	206.12'
C4	163.23	200.00'	46°45'46"	N64°59'00"W	158.74'



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NOWAK & FRAUS ENGINEERS  
 46777 WOODWARD AVE.  
 PONTIAC, MI 48342-5032  
 TEL. (248) 332-7931  
 FAX. (248) 332-8257

SCALE      DATE      DRAWN      JOB NO.      SHEET  
 1" = 100'      10-05-2021      K.N.      K503      2 of 2

**WARRANTY DEED**  
(Internal Roads)

KNOW ALL PERSONS BY THESE PRESENTS: That PPE OF NOVI LLC, a Michigan limited liability company, whose address is 31550 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334 (the "Grantor"), conveys and warrants to CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (the "Grantee"), the following described real property situated in the City of Novi, County of Oakland, State of Michigan, for right-of-way purposes, to wit:

See Exhibits A and B attached hereto and made a part hereof.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto, for the sum of One and 00/100 Dollars (\$1.00), subject easements, covenants, and matters of record, if any. Exempt from state and county transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

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

The Property may be located within the vicinity of a farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this 21<sup>st</sup> day of June, 2022.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

**GRANTOR:**

**PPE OF NOVI LLC,**  
a Michigan limited liability company

By:   
James Galbraith, Authorized Agent

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS.

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of June, 2022,  
by James Galbraith, an Authorized Agent of PPE of Novi LLC, a Michigan limited liability company.

LISA M. MALLAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 1, 2025  
ACTING IN COUNTY OF  
Oakland

Lisa M. Mallas  
LISA M. MALLAS, Notary Public  
State of Michigan, County of Oakland  
My Commission Expires 5/1/25  
Acting in the County of Oakland

Drafted by:	Send Subsequent Tax Bills To:	When Recorded Return to:
Wayne S. Segal, Esq. Dawda, Mann, Mulcahy & Sadler, PLC Dawda Mann Building 39533 Woodward Avenue, Suite 200 Bloomfield Hills, Michigan 48034	City of Novi 45175 Ten Mile Road Novi, Michigan 48375	City of Novi 45175 Ten Mile Road Novi, Michigan 48375

# EXHIBIT A

## BOARDWALK AVENUE DEDICATION LEGAL DESCRIPTION

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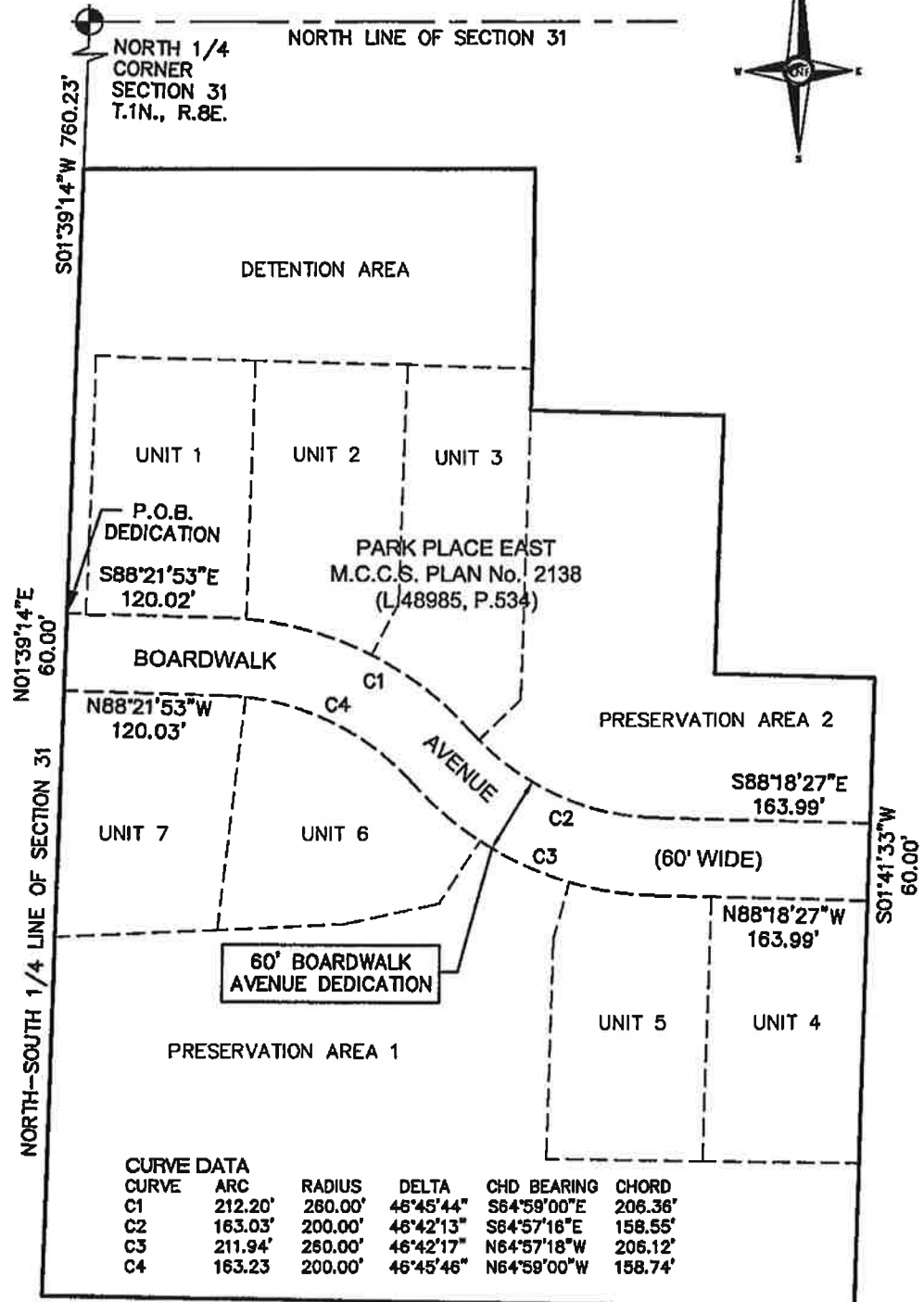
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SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	10-05-2021	K.N.	M622	1 of 2

# EXHIBIT B

## BOARDWALK AVENUE DEDICATION



NORTH-SOUTH 1/4 LINE OF SECTION 31  
 60.00'  
 NORTH-SOUTH 1/4 LINE OF SECTION 31  
 60.00'  
 NORTH-SOUTH 1/4 LINE OF SECTION 31  
 60.00'  
 NORTH-SOUTH 1/4 LINE OF SECTION 31  
 60.00'

NORTH 1/4  
 CORNER  
 SECTION 31  
 T.1N., R.8E.

S01°39'14"W 760.23'

N01°39'14"E 60.00'

S01°41'33"W 60.00'

CURVE DATA						
CURVE	ARC	RADIUS	DELTA	CHD BEARING	CHORD	
C1	212.20'	260.00'	46°45'44"	S64°59'00"E	206.36'	
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SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	10-05-2021	K.N.	K503	2 of 2



*First American*

# Commitment

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

300 East Long Lake Road, Suite 300, Bloomfield Hills, Michigan, 48304,  
(248)540-4102, mi.bloomfield@firstam.com

**File No. 949483**

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **First American Title Insurance Company**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 949483

***Transaction Identification Data for reference only:***

Issuing Agent: First American Title Insurance Company

Issuing Office: 300 East Long Lake Road, Suite 300,  
Bloomfield Hills, MI 48304

Commitment No.: 949483

Issuing Office File No.: 949483

Property Address: Boardwalk Avenue Right of Way M622 Park  
Place East, Novi, MI 48167

Revision:

### SCHEDULE A

1. Commitment Date: October 04, 2021 8:00 AM
2. Policy to be issued:
  - (A) ALTA Owner's Policy (6-17-06)  
Proposed Insured: City of Novi  
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is

#### **Fee Simple**

4. The Title is, at the Commitment Date, vested in:

PPE of Novi LLC, a Michigan limited liability company, as to Unit 2  
The Owners of Units within Park Place East Condominium, as to their percentage of interests in the  
general and limited common elements, as to Units 1, 3 through 7, both inclusive
5. The Land is described as follows:  
See Schedule C attached hereto and made a part hereof

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*First American*

## Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 949483

Commitment No.: 949483

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by the Company and signed by or on behalf of all owners.
6. If the Company has been requested to limit the exception for rights of tenants to rights of tenant, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the company that there are no rights of first refusal or options to purchase in favor of any tenant.
7. Provide evidence of the purchase price and/or the amount of any mortgage to be insured and identify any Proposed insured. Once a Proposed insured has been identified, additional requirements and exceptions may be made.  
This is a preliminary commitment. It is not effective and the Company assumes no liability until Schedule A of commitment is amended to included the name of the Proposed Insured and a proposed Policy Amount greater than \$0.00.
8. Pay unpaid taxes and assessments unless shown as paid.
9. Information obtained from the City of Novi Assessor discloses that the subject land currently has no assessed value and there is no tax liability.
10. If the Land is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

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*First American*

## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 949483

Commitment No.: 949483

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Mortgages, liens, interests and other encumbrances, if any, affecting the units with Park Place East Condominium.
8. The rights of Co-Owners and the Administering Body as set forth in the Master Deed and Act 59 of the Public Acts of 1978 as amended. The rights of Co-Owners and the Administering Body, easements, restrictions and other terms, covenants and conditions set forth in the Master Deed and Exhibits thereto recorded in Liber 48985, page 534, Oakland County Records, and any amendments thereto. First Amendment to Master Deed of Park Place East recorded on May 24, 2016 in Liber 49399, page 467.

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*First American*

**Schedule C**

ISSUED BY

**First American Title Insurance Company**

File No:949483

Commitment No.: 949483

Land in the City of Novi, Oakland County, MI, described as follows:

Description of Boardwalk Avenue 60.00 feet wide public road easement:

Part of the Northeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan being a part of "PARK PLACE EAST", a condominium according to the Master Deed recorded in Liber 48985, page 534, Macomb County Records and designated as Macomb County Condominium Subdivision Plan No. 2138 being more particularly described as follows: commencing at the North 1/4 corner of said Section 31; thence South 01 degrees 39 minutes 14 seconds West along the North-South 1/4 line of said Section 31, 760.23 feet to the point of beginning; thence South 88 degrees 21 minutes 53 seconds East, 120.02 feet; thence 212.20 feet along the arc of a curve to the right, having a radius of 260.00 feet, central angle of 46 degrees 45 minutes 44 seconds, chord bearing South 64 degrees 59 minutes 00 seconds East, 206.36 feet; thence 163.03 feet along an arc of a curve to the left, radius of 200.00 feet, central angle of 46 degrees 42 minutes 17 seconds, chord bearing South 64 degrees 57 minutes 16 seconds East, 158.55 feet; thence South 88 degrees 18 minutes 27 seconds East, 163.99 feet; thence South 01 degrees 41 minutes 33 seconds West, 60.00 feet; thence North 88 degrees 18 minutes 27 seconds West, 163.99 feet; thence 211.94 feet along the arc of a curve to the right, radius of 260.00 feet, central angle of 46 degrees 42 minutes 18 seconds, chord bearing North 64 degrees 57 minutes 18 seconds West, 206.12 feet; thence 163.23 feet along the arc of a curve to the left, radius of 260.00 feet, central angle of 46 degrees 42 minutes 18 seconds, chord bearing North 64 degrees 59 minutes 00 seconds West, 158.74 feet; thence North 88 degrees 21 minutes 53 seconds West, 120.03 feet; thence North 01 degrees 39 minutes 14 seconds East, 60.00 feet to the point of beginning.

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**CITY OF NOVI**  
**COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION**

**NEW STREET ACCEPTANCE**

**Park Place East**  
**A portion of Boardwalk Avenue**

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 May 8, 2023, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

**WHEREAS;** the City's Act 51 Program Manager is requesting formal acceptance of a portion of Boardwalk Avenue and,

**WHEREAS;** that said streets are located within a City right-of-way that is under the control of the City of Novi, and,

**WHEREAS;** that the portion of Boardwalk Avenue was open to the public since February of 2023.

**NOW THEREFORE, IT IS THEREFORE RESOLVED** that the Mayor and Novi City Council hereby accept a portion of Boardwalk Avenue and direct such to be included in the City's public street system.

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

---

Cortney Hanson, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 8<sup>th</sup> day of May, 2023 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

---

Cortney Hanson, City Clerk  
City of Novi