



CITY of NOVI CITY COUNCIL

Agenda Item P
March 13, 2017

SUBJECT: Acceptance of a sidewalk easement from Toll MI II Limited Partnership as part of the Reserve of Island Lake, Phase 7C development located north of Ten Mile Road and west of Dinser Road (Parcel 22-20-304-075).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer of The Reserve of Island Lake, Toll MI II Limited Partnership, is requesting the acceptance of a sidewalk easement to satisfy one of the conditions in the site plan approval. The approved site plan shows a sidewalk easement across private property to allow access from Ten Mile Road and Dinser Road.

The enclosed sidewalk easement has been favorably reviewed by the City Attorney (Beth Saarela's November 21, 2014 letter) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of a sidewalk easement from Toll MI II Limited Partnership as part of the Reserve of Island Lake, Phase 7C development located north of Ten Mile Road and west of Dinser Road (Parcel 22-20-304-075).

The Reserve of Island Lake (Ph.7C)

Sidewalk Easement Location Map



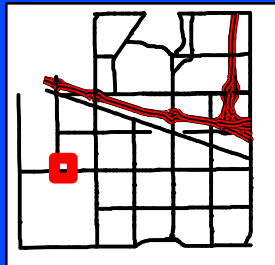
Proposed Sidewalk Easement

Map Author: Theresa Bridges
Date: March 6, 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



1 inch = 315 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

November 21, 2014

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

**Re: The Reserve of Island Lake (Phase 7C) – JSP13-049
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 7C):

1. Water System Easement
2. Sanitary Sewer System Easement
3. Sidewalk Easement
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 7C. 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.

Rob Hayes, Public Services Director

November 21, 2014

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

Sidewalk Easement

The Sidewalk Easement for sidewalk along Dinser Road and extending off of Ten Mile Road into the Condominium has been provided in the City's standard format. Subject to approval of the exhibits by the City's consulting engineer, the Sidewalk Easement may be placed on an upcoming City Council agenda for acceptance.

Storm Drainage Facility Maintenance Easement Agreement

The Storm Drainage Facility Maintenance Easement Agreement for Phase 7C was included in the overall Storm Drainage Maintenance Easement Agreement for Phase 7, which also includes Phases 7A and 7B. The Agreement was previously approved by City Council on January 6, 2014 and has been recorded with Oakland County Records. A copy of the recorded Storm Drainage Facility Maintenance Easement Agreement has been enclosed.

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. Subsequent to approval by City Council, the Sidewalk Easement should also be recorded in the usual manner. The Bills of Sale, Maintenance and Guarantee Bond and Title Commitment should remain in the City's file. We will forward the original documents to the City Clerk immediately upon our receipt from Community Development.

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)
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 7C)

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

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.

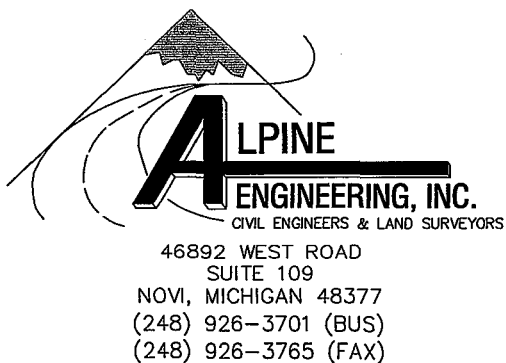
Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

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.

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: TOLL BROTHERS INC.		DATE: 07-11-13
EXHIBIT A		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.

WATER MAIN EASEMENT PHASE 7C:

A 20 FOOT WIDE EASEMENT FOR WATER MAIN, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD, N86°33'46"E 819.63 FEET; THENCE N03°26'14"W 60.00 FEET TO THE POINT OF BEGINNING; THENCE N03°26'14"W 217.50 FEET TO POINT "A"; THENCE N86°33'46"E 12.13 FEET TO POINT "B"; THENCE N86°33'46"E 60.63 FEET; THENCE 322.82 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS N41°59'36"E 291.24 FEET; THENCE N02°34'33"W 271.50 FEET; THENCE 173.36 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS N26°30'36"W 168.36 FEET; THENCE N50°26'38"W 5.35 FEET TO POINT "C"; THENCE N50°26'38"W 136.29 FEET; THENCE 80.93 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS N41°15'42"W 80.59 FEET TO A POINT OF ENDING.

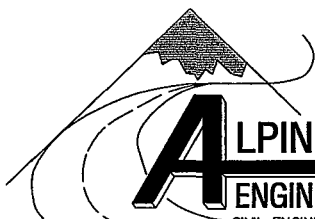
ALSO, BEGINNING AT AFOREMENTIONED POINT "A"; THENCE S86°33'46"W 87.26 FEET; THENCE 329.06 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS N48°00'24"W 295.65 FEET; THENCE N02°34'33"W 113.44 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "B"; THENCE N02°34'33"W 417.30 FEET; THENCE 152.58 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS N18°29'24"E 149.17 FEET; THENCE N39°33'22"E 153.29 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "C"; THENCE N39°33'22"E 290.51 FEET; THENCE N86°56'30"E 98.89 FEET TO POINT "D"; THENCE S02°34'33"E 1063.85 FEET TO A POINT OF ENDING.

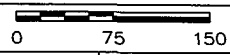
ALSO, BEGINNING AT AFOREMENTIONED POINT "D"; THENCE N02°34'33"W 27.40 FEET TO A POINT OF ENDING.

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.



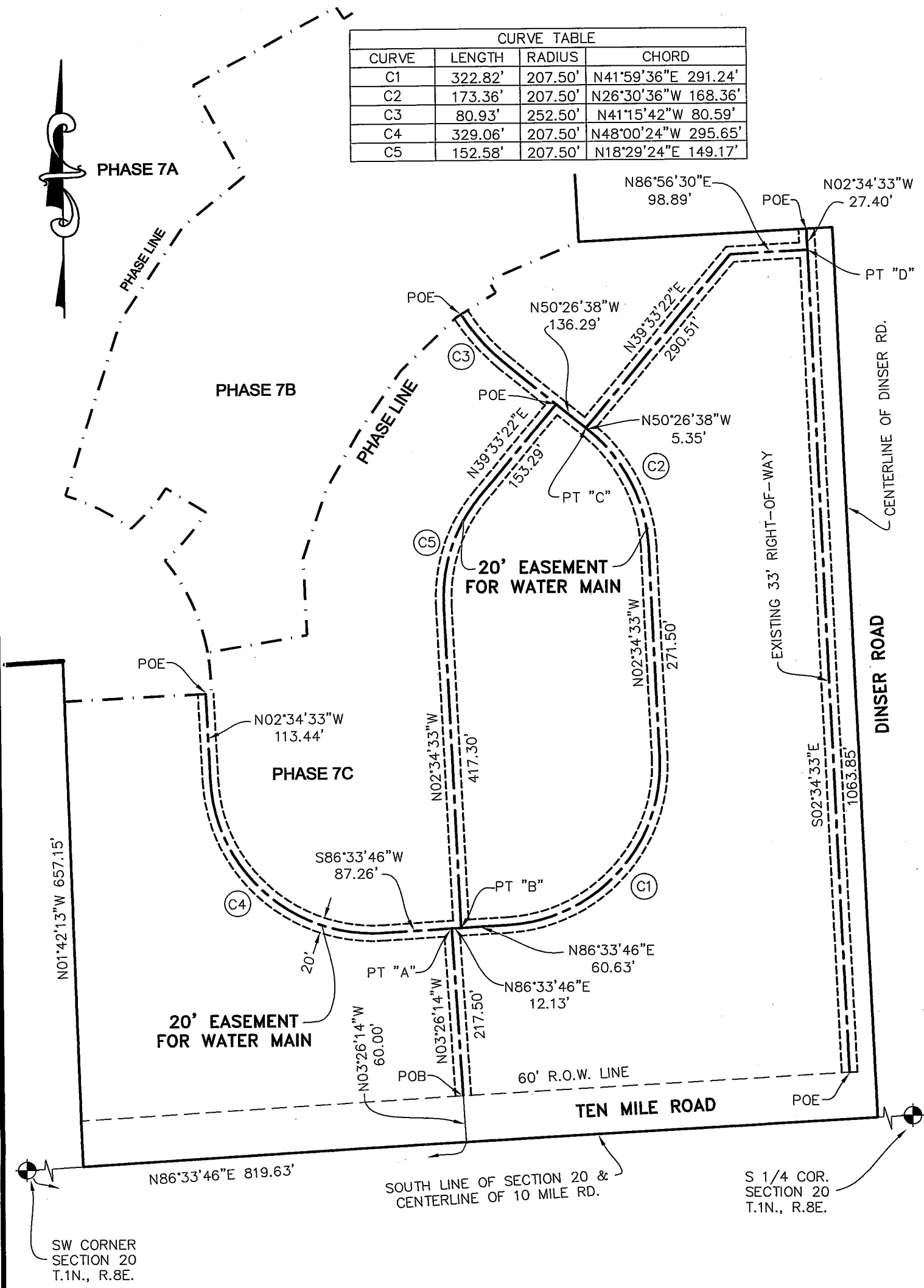
ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

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

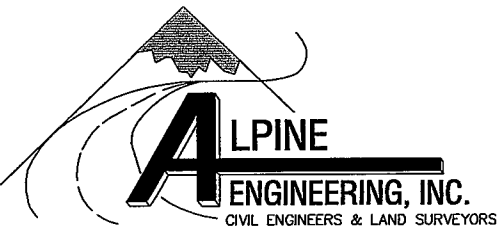
CLIENT: TOLL BROTHERS INC.		DATE: 07-11-13
EXHIBIT B		DRAWN BY: JDH
		CHECKED BY: GLM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP:1 N. RANGE:8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		
		FBK: -- CHF: --
		SCALE HOR 1"=150 FT. VER 1"= -- FT.

12-362

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	322.82'	207.50'	N41°59'36"E 291.24'
C2	173.36'	207.50'	N26°30'36"W 168.36'
C3	80.93'	252.50'	N41°15'42"W 80.59'
C4	329.06'	207.50'	N48°00'24"W 295.65'
C5	152.58'	207.50'	N18°29'24"E 149.17'



SW CORNER
SECTION 20
T.1N., R.8E.



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THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		 0 75 150	
		FBK: --	2/2
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		SCALE HOR 1"=150 FT. VER 1"= -- FT.	

12-362

SANITARY SEWER SYSTEM EASEMENT (Phase 7C)

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

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

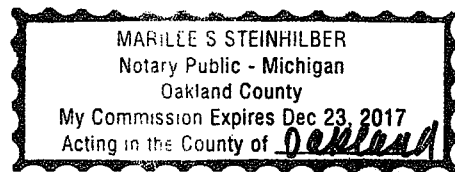
STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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: Dec 23, 2017

THIS INSTRUMENT DRAFTED BY:

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

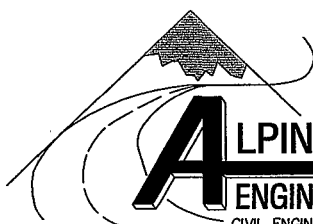


AND WHEN RECORDED RETURN TO:

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

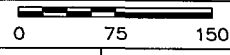
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CLIENT: TOLL BROTHERS INC.		DATE: 07-11-13
EXHIBIT A		DRAWN BY: JDH
		CHECKED BY: GLM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		 0 75 150
		FBK: --- CHF: --- SCALE HOR 1"=150 FT. VER 1"=---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

SANITARY SEWER EASEMENT PHASE 7C:

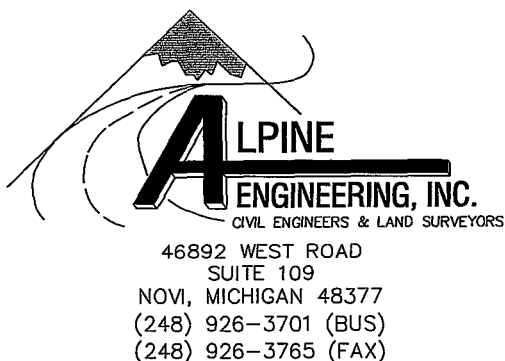
A 20 FOOT WIDE EASEMENT FOR SANITARY SEWER, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE SOUTH LINE OF SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD, N86°33'46"E 1347.14 FEET; THENCE ALONG THE CENTERLINE OF DINSER ROAD, N02°34'33"W 345.11 FEET; THENCE S87°25'27"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE S87°25'27"W 178.63 FEET TO POINT "A"; THENCE S34°27'48"W 82.67 FEET; THENCE S63°11'37"W 158.88 FEET; THENCE S86°33'46"W 170.72 FEET TO POINT "B"; THENCE S86°33'46"W 92.74 FEET; THENCE N65°19'36"W 159.46 FEET; THENCE N30°44'30"W 159.96 FEET; THENCE N02°34'33"W 165.16 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "B"; THENCE N02°34'33"W 253.99 FEET; THENCE N02°34'33"W 264.96 FEET; THENCE N23°18'48"E 161.73 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "A"; THENCE N05°11'52"E 108.13 FEET; THENCE N02°34'33"W 111.00 FEET TO POINT "C" AND A POINT OF ENDING.

ALSO, COMMENCING AT AFOREMENTIONED POINT "C"; THENCE N02°34'33"W 96.25 FEET TO POINT "D" FOR A POINT OF BEGINNING; THENCE N02°34'33"W 141.84 FEET; THENCE N26°30'36"W 120.47 FEET; THENCE N50°26'38"W 163.49 FEET; THENCE N41°50'52"W 109.19 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.



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THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		 0 75 150
		FBK: --- CHF: ---
		1/2
		SCALE HOR 1"=200FT. VER 1"=--- FT.

12-362



PHASE 7A

PHASE LINE

PHASE 7B

PHASE LINE

PHASE 7C

POE

POE

POE

20' EASEMENT FOR SANITARY SEWER

EXISTING 33' RIGHT-OF-WAY

DINSER ROAD

CENTERLINE OF DINSER RD.

N86°56'30"E 323.41'

N41°50'52"W 109.19'

N50°26'38"W 163.49'

N26°30'36"W 120.47'

141.84'

N02°34'33"W

PT "D" POB

N02°34'33"W 96.25'

PT "C" POE

N02°34'33"W 111.00'

N05°11'52"E 108.13'

S87°25'27"W 33.00'

PT "A"

S87°25'27"W 178.63'

POB

S34°27'48"W 82.67'

PT "B"

S63°11'37"W 158.88'

S86°33'46"W 92.74'

20' EASEMENT FOR SANITARY SEWER

60' R.O.W. LINE

TEN MILE ROAD

N86°33'46"E 1347.14'

SOUTH LINE OF SECTION 20 & CENTERLINE OF 10 MILE RD.

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

N01°42'13"W 657.15'

N02°34'33"W 165.16'

N30°44'30"W 159.96'

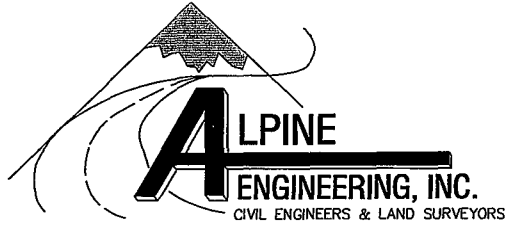
N65°19'36"W 159.46'

N02°34'33"W 264.96'

N02°34'33"W 253.99'

N23°18'48"E 161.73'

SW CORNER SECTION 20 T.1N., R.8E.



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

CLIENT: TOLL BROTHERS INC.		DATE: 07-11-13
EXHIBIT 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: -- 2/2 SCALE HOR 1" = 150 FT. VER 1" = -- FT.

REV. 11-26-13

12-362

SIDEWALK EASEMENT

NOW 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, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 20 T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

See attached and incorporated Exhibit A - Property Description Exhibit

The permanent easement for the public walkway is more particularly described as follows:

See attached and incorporated Exhibit B - Sidewalk Easement Area

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

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

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.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their 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: [Signature]
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.

[Signature]
Notary Public,
Acting in Oakland County, MI
My commission expires: Dec. 23. 2017



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

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.



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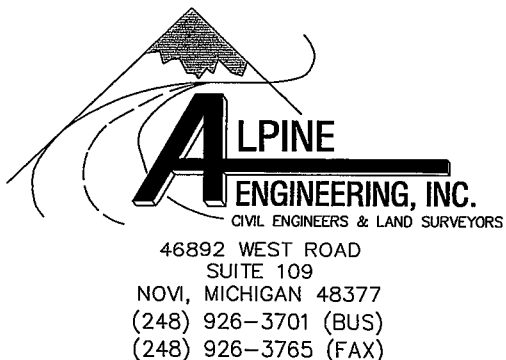
CLIENT: TOLL BROTHERS INC.	DATE: 07-11-13
EXHIBIT A	DRAWN BY: JDH
	CHECKED BY: GLM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	
	FBK: --- CHF: ---
	1
	SCALE HOR 1"=150 FT. VER 1"=--- FT.

12-362

SIDEWALK EASEMENT:

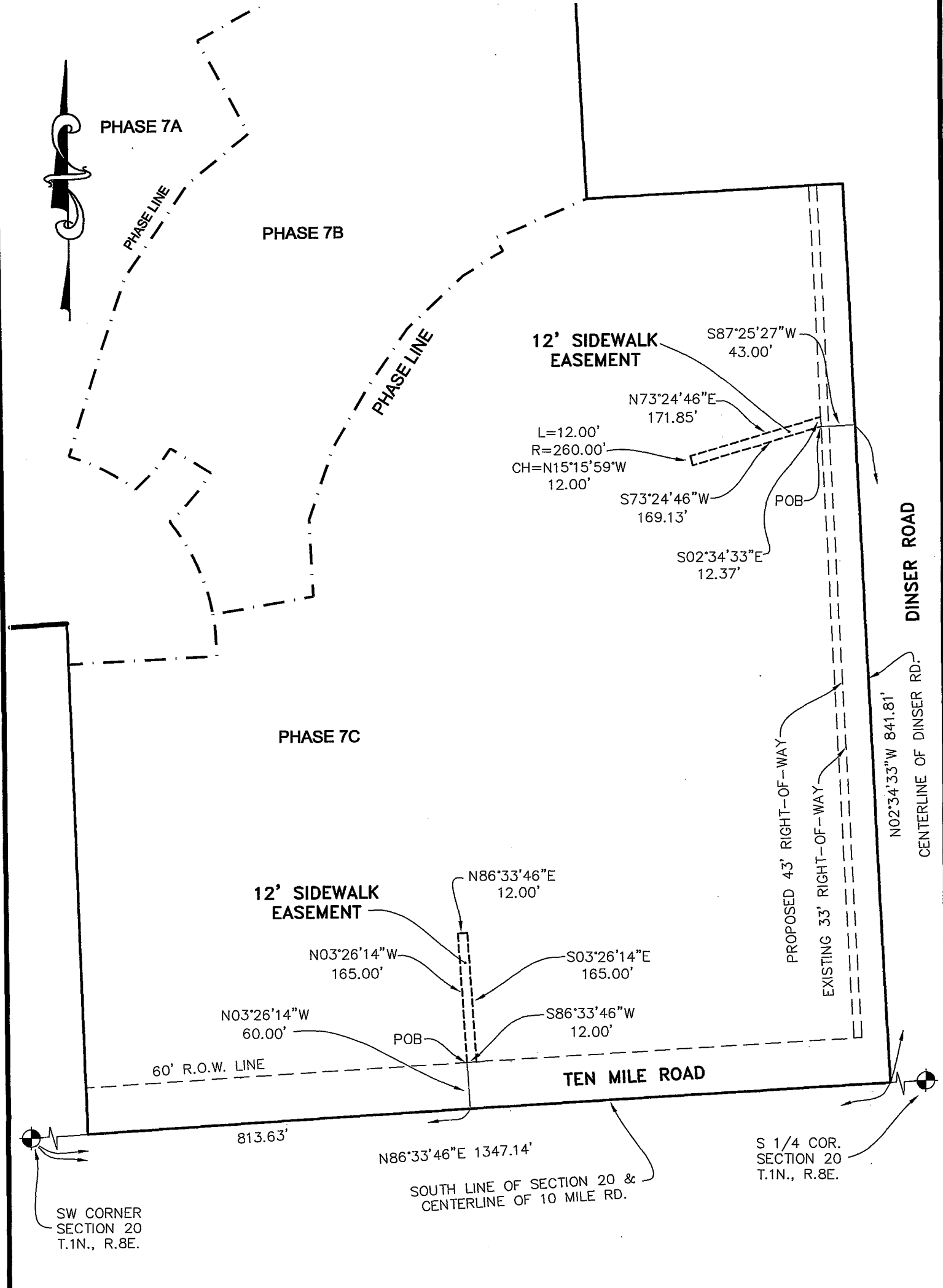
A 12 FOOT WIDE EASEMENT FOR SIDEWALK, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD, N86°33'46"E 813.63 FEET; THENCE N03°26'14"W 60.00 FEET TO THE POINT OF BEGINNING; THENCE N03°26'14"W 165.00 FEET; THENCE N86°33'46"E 12.00 FEET; THENCE S03°26'14"E 165.00 FEET; THENCE S86°33'46"W 12.00 FEET TO THE POINT OF BEGINNING.

ALSO, A 12 FOOT WIDE EASEMENT FOR SIDEWALK, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD, N86°33'46"E 1347.14 FEET; THENCE ALONG THE CENTERLINE OF DINSER ROAD, N02°34'33"W 841.81 FEET; THENCE S87°25'27"W 43.00 FEET TO THE POINT OF BEGINNING; THENCE S73°24'46"W 169.13 FEET; THENCE 12.00 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET AND A CHORD WHICH BEARS N15°15'59"W 12.00 FEET; THENCE N73°24'46"E 171.85 FEET; THENCE S02°34'33"E 12.37 FEET TO THE POINT OF BEGINNING.

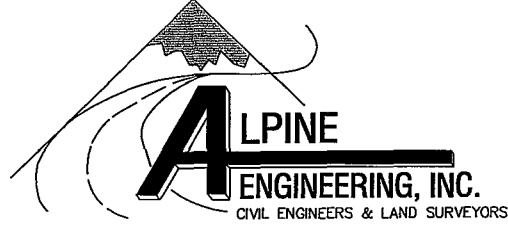


CLIENT:	TOLL BROTHERS INC.		DATE: 07-11-13	
	EXHIBIT B		DRAWN BY: JDH	
			CHECKED BY: GLM	
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12-362



REV. 11-26-13



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	FBK: --
	CHF: --
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1/2

12-362

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

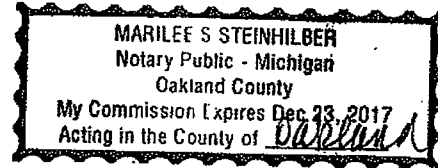


EXHIBIT A

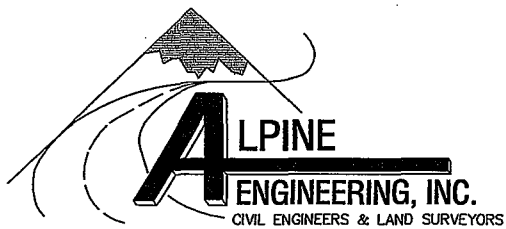
THE PROPERTY

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:

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46892 WEST ROAD
 SUITE 109
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CLIENT: TOLL BROTHERS INC.		DATE: 07-11-13
EXHIBIT A		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 7C:

A 20 FOOT WIDE EASEMENT FOR WATER MAIN, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD, N86°33'46"E 819.63 FEET; THENCE N03°26'14"W 60.00 FEET TO THE POINT OF BEGINNING; THENCE N03°26'14"W 217.50 FEET TO POINT "A"; THENCE N86°33'46"E 12.13 FEET TO POINT "B"; THENCE N86°33'46"E 60.63 FEET; THENCE 322.82 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS N41°59'36"E 291.24 FEET; THENCE N02°34'33"W 271.50 FEET; THENCE 173.36 FEET ALONG A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS N26°30'36"W 168.36 FEET; THENCE N50°26'38"W 5.35 FEET TO POINT "C"; THENCE N50°26'38"W 136.29 FEET; THENCE 80.93 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 252.50 FEET AND A CHORD WHICH BEARS N41°15'42"W 80.59 FEET TO A POINT OF ENDING.


ALSO, BEGINNING AT AFOREMENTIONED POINT "A"; THENCE S86°33'46"W 87.26 FEET; THENCE 329.06 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS N48°00'24"W 295.65 FEET; THENCE N02°34'33"W 113.44 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "B"; THENCE N02°34'33"W 417.30 FEET; THENCE 152.58 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 207.50 FEET AND A CHORD WHICH BEARS N18°29'24"E 149.17 FEET; THENCE N39°33'22"E 153.29 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "C"; THENCE N39°33'22"E 290.51 FEET; THENCE N86°56'30"E 98.89 FEET TO POINT "D"; THENCE S02°34'33"E 1063.85 FEET TO A POINT OF ENDING.

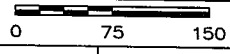
ALSO, BEGINNING AT AFOREMENTIONED POINT "D"; THENCE N02°34'33"W 27.40 FEET TO A POINT OF ENDING.

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.



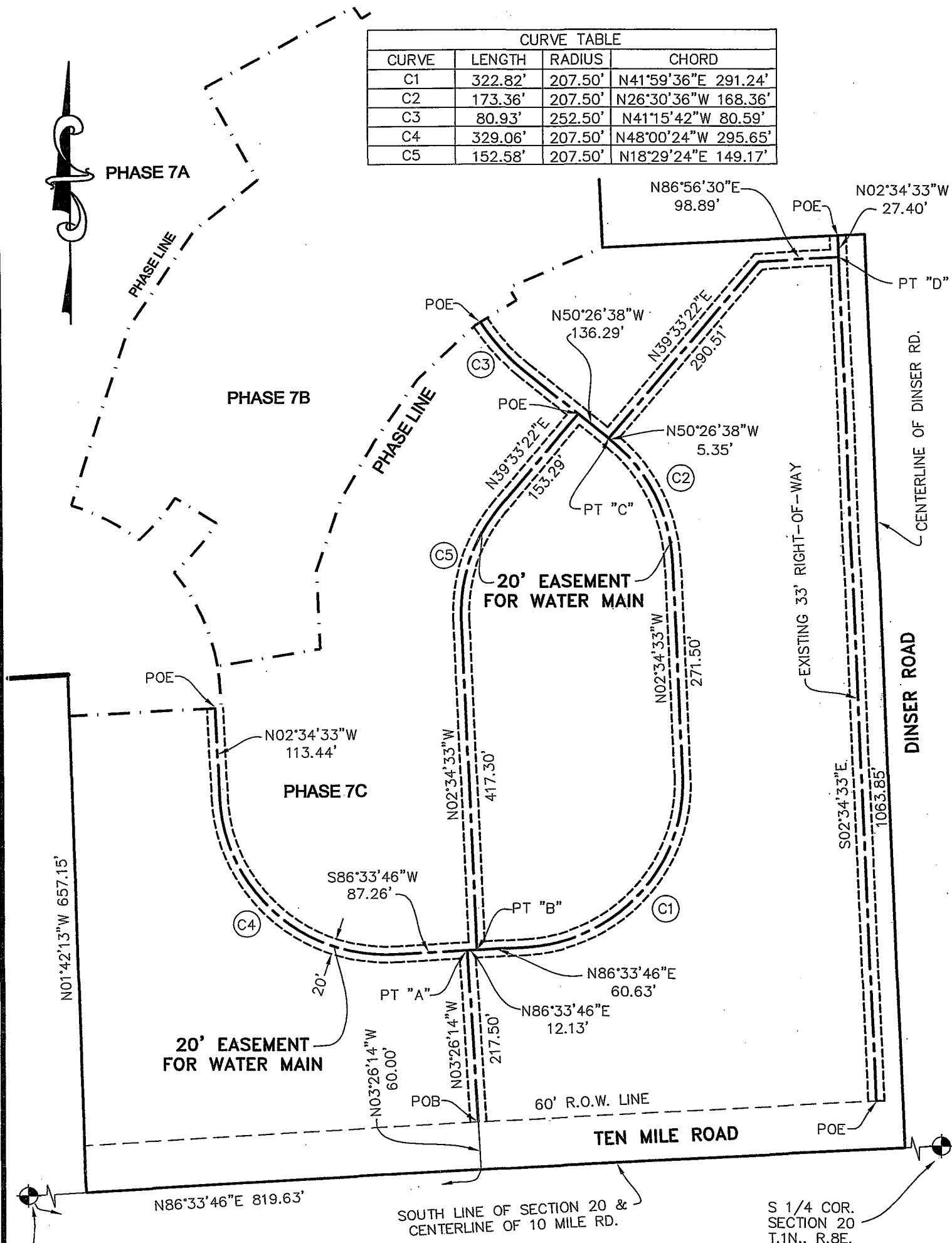
ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

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		FBK: --- CHF: --- <div style="font-size: 2em; font-weight: bold; text-align: center;">1/2</div>
		SCALE HOR 1"=150 FT. VER 1"= --- FT.

12-362

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	322.82'	207.50'	N41°59'36"E 291.24'
C2	173.36'	207.50'	N26°30'36"W 168.36'
C3	80.93'	252.50'	N41°15'42"W 80.59'
C4	329.06'	207.50'	N48°00'24"W 295.65'
C5	152.58'	207.50'	N18°29'24"E 149.17'



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	OAKLAND COUNTY	FBK: ---	2/2
	MICHIGAN	CHF: ---	

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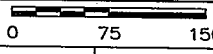
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SANITARY SEWER EASEMENT PHASE 7C:

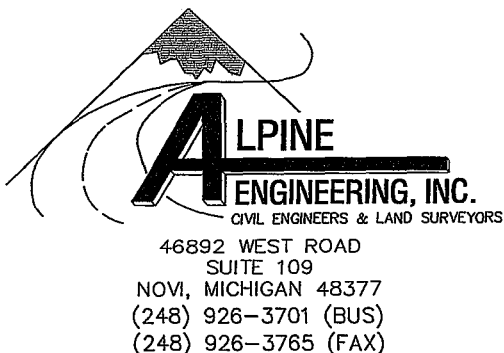
A 20 FOOT WIDE EASEMENT FOR SANITARY SEWER, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE SOUTH LINE OF SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD, N86°33'46"E 1347.14 FEET; THENCE ALONG THE CENTERLINE OF DINSER ROAD, N02°34'33"W 345.11 FEET; THENCE S87°25'27"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE S87°25'27"W 178.63 FEET TO POINT "A"; THENCE S34°27'48"W 82.67 FEET; THENCE S63°11'37"W 158.88 FEET; THENCE S86°33'46"W 170.72 FEET TO POINT "B"; THENCE S86°33'46"W 92.74 FEET; THENCE N65°19'36"W 159.46 FEET; THENCE N30°44'30"W 159.96 FEET; THENCE N02°34'33"W 165.16 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "B"; THENCE N02°34'33"W 253.99 FEET; THENCE N02°34'33"W 264.96 FEET; THENCE N23°18'48"E 161.73 FEET TO A POINT OF ENDING.

ALSO, BEGINNING AT AFOREMENTIONED POINT "A"; THENCE N05°11'52"E 108.13 FEET; THENCE N02°34'33"W 111.00 FEET TO POINT "C" AND A POINT OF ENDING.

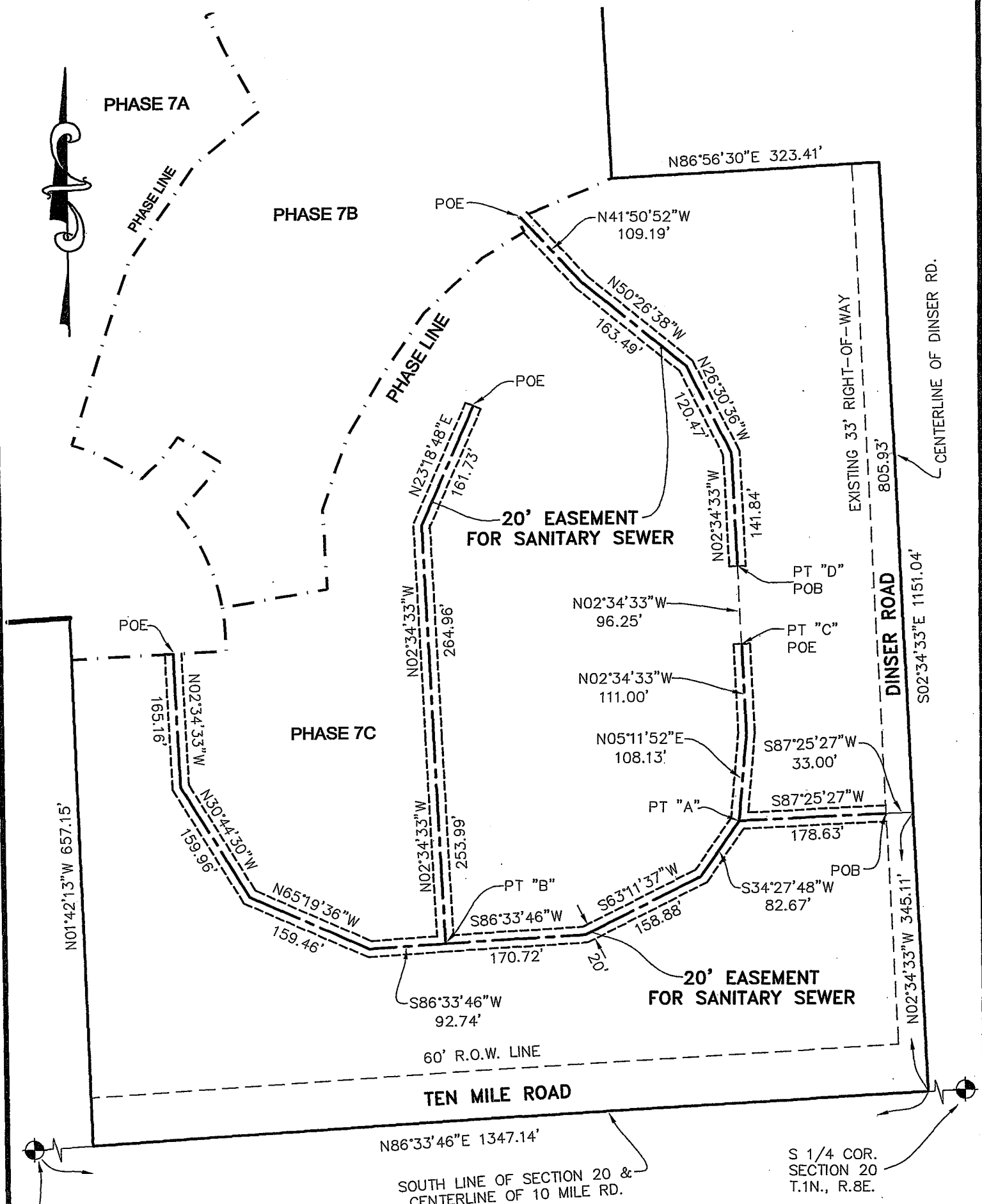
ALSO, COMMENCING AT AFOREMENTIONED POINT "C"; THENCE N02°34'33"W 96.25 FEET TO POINT "D" FOR A POINT OF BEGINNING; THENCE N02°34'33"W 141.84 FEET; THENCE N26°30'36"W 120.47 FEET; THENCE N50°26'38"W 163.49 FEET; THENCE N41°50'52"W 109.19 FEET TO A POINT OF ENDING.

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.

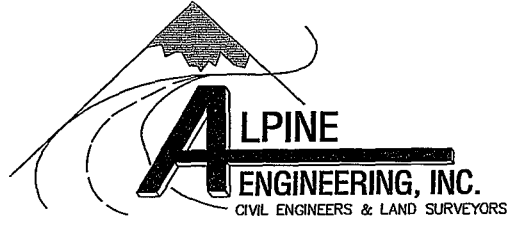


CLIENT: TOLL BROTHERS INC.	DATE: 07-11-13
EXHIBIT B	DRAWN BY: JDH
	CHECKED BY: GLM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	
	FBK: --- 1/2
	CHF: ---
	SCALE HOR 1"=200FT. VER 1"=--- FT.

12-362



REV. 11-26-13



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

CLIENT: TOLL BROTHERS INC.	DATE: 07-11-13
EXHIBIT 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: --
	2/2
SCALE HOR 1"=150 FT. VER 1"= -- FT.	

12-362

CONTRACTOR NOTARIZED SWORN STATEMENT

STATE OF: Michigan

DATE: 10/16/2014

COUNTY OF: Oakland

Jim Bliss being full authorized, duly sworn, and deposed, makes this statement on behalf of Cadillac Asphalt LLC

for the work performed for TOLL BROS described as the following:
Island Lakes 7C

That the following is a statement showing the names of Contractors, Subcontractors and materialmen and material suppliers commitments entered into for the furnishings of labor and/or materials to the date of this statement in connection with the Subcontract, the amount paid to them, and the amounts due or to become due to them set forth fully and correctly opposite their names, respectively in said statement, to wit:

COMMITMENTS

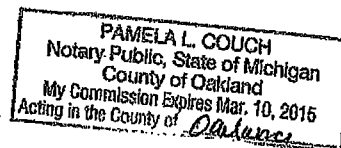
Names of Subcontractors or Material Suppliers	Present Amount of Contract Including Changes	Amount Previously Paid	Amount to be Paid this Request	Unpaid Balance of Contract after this payment
NONE				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

JB
(Signature)

Jim Bliss Area Manager
(Print or Type Name & Title)

CERTIFICATION OF NOTARY PUBLIC

Subscribed and sworn to me this 16 day of October, 2014



County of: Oakland

State of: Michigan

Notary Name: Pamela L. Couch

Signature: Pamela L. Couch

My commission expires: 3/10/2015

FULL UNCONDITIONAL WAIVER

My/our contract with Toll Bros to provide Asphalt Paving & Related Work
for the improvement to the property described as
Island Lakes 7C

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are 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 of 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.

Signature: [Signature]
Name: Jim Oliss
Title: Lien Claimant/Representative Area Manager
Address: 51777 12 Mile Wyom, MI 48393
Telephone: 248-380-3645
Date: 10-16-14

Subscribed and sworn to before me this date of 10-16-14.

PAMELA L. COUGH
Notary Public, State of Michigan
County of Oakland
My Commission Expires Mar. 10, 2015
Acting in the County of Oakland

Pamela L. Cough, Notary Public
State of Michigan, County of Oakland
Acting in Kent County, Michigan
My Commission Expires: 3/10/2015

No warranty. This document was prepared based on information received by the drafting party, and the drafting party makes no warranty regarding the accuracy of the information herein contained.

FULL UNCONDITIONAL WAIVER

#21332

My/our contract with Stante Excavating to provide
(other contracting party)
Materials

for the improvement of the property described as: _____

RESERVE OF ISLAND LAKE #7A & 7B

Novi, MI

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

EAST JORDAN IRON WORKS

By: *Julie Zook*
Assistant of Credit Rep
(signature of lien claimant)

Address: P.O. BOX 644873

PITTSBURG, PH 15264-4873

Telephone: (248) 546-2004

Fax (248) 546-4777

Signed on: 7/7/14
(date)

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

FULL UNCONDITIONAL WAIVER

#21332

My/our contract with Stante Excavating to provide
(other contracting party)
materials

for the improvement of the property described as: _____

Reserve of Island Lake, 7A & 7B

Novi, MI

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

ETNA Supply

By: _____

Bill M

(signature of lien claimant)

Address: 529 32nd Street, P.O. Box 897

Grand Rapids, MI 49548-2392

Telephone: (248) 624-5000

Fax (616) 452-0535

Signed on: 7/8/2014
(date)

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

FULL UNCONDITIONAL WAIVER

#21332

My/our contract with Stante Excavating to provide
(other contracting party)
Materials

for the improvement of the property described as: _____

Reserve of Island Lake, 7A & 7B

Novi, MI

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

NATIONAL CONCRETE

By:

Richard L. Cook

(signature of lien claimant)

Address: 939 S. MILL STREET

PLYMOUTH, MI 48170

Telephone: (734) 453-8448

Fax (734) 453-1890

Signed on: 10-8-14
(date)

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

FULL UNCONDITIONAL WAIVER

#21332

My/our contract with Stante Excavating to provide
(other contracting party)
materials

for the improvement of the property described as: _____

Reserve of Island Lake, 7A & 7B

Novi, MI

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

Mack Industries, Inc.

By: _____

(signature of lien claimant)

Address: P.O. Box 715426

Columbus, OH 43172-5426

Telephone: (248) 361-2238

Fax (248) 620-7402

Signed on: _____

7/18/14
(date)

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

FULL UNCONDITIONAL WAIVER

#21332

My/our contract with Stante Excavating to provide
(other contracting party)

Materials and trucking

for the improvement of the property described as: _____

Reserves of Island Lake 7A & 7B

Novi, MI

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

T.K.M.S., INC.

By: _____

(signature of lien claimant)

Address: 1780 E. Highwood

Pontiac, MI 48340

Telephone: (248) 648-7527

Fax (248) 334-4609

Signed on: _____

4-4-14
(date)

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

Northern Concrete Pipe, Inc.

401 Kelton Street, Bay City, Michigan 48706
(800) 222-9918 (989) 892-3545 FAX (989) 892-4695

5281 Lansing Road, Charlotte, Michigan 48813
(800) 874-9701 (517) 645-2777 FAX (517) 645-7774

21332

FULL UNCONDITIONAL WAIVER OF LIEN*

FOR A VALUABLE CONSIDERATION, paid to the undersigned, the receipt whereof is hereby confessed and acknowledged, the undersigned hereby waive, release and relinquish any and all claims or right of lien which the undersigned now have upon the premises known and described as RESERVE OF ISLAND LAKE 7C, NOVI, for material furnished prior to this date in the construction or alteration upon said premises, to STANTE EXCAVATING CO INC.

***This waiver replaces Full Conditional Waiver dated 6/11/2014, previously provided for this project and payment**

NORTHERN CONCRETE PIPE, INC.

By Sandra Reid
Sandra Reid, Credit Manager
(989) 892-3545, Ext #16
sandra@ncp-inc.com

Signed on: June 25, 2014

Orig Stante Excavating Co Inc
46912 Liberty Drive
Wixom MI 48393

FULL UNCONDITIONAL WAIVER

#21332

My/our contract with Stante Excavating to provide
(other contracting party)

Materials

for the improvement of the property described as: _____

Reserve of Island Lake ✓

Novi, MI

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

K/E Electric Supply Co.

By: _____

(Signature of lien claimant)

Address: 146 North Groesbeck Highway

Mt. Clemens, MI 48336

Telephone: (586) 469-3005

FAX: (586) 469-3006

Signed on: 6/10/2014
(date)

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

FULL UNCONDITIONAL WAIVER

#21332

My/our contract with Stante Excavating to provide
(other contracting party)
Casing Boring

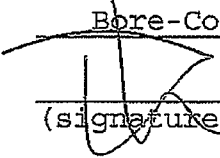
for the improvement of the property described as: _____

Reserve of Island Lake

Novi, MI

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

Bore-Con, Inc.


(signature of lien claimant)

Address: 48991 Bemis Road

Belleville, MI 48111

Telephone: (734) 461-1088

Fax: (734) 461-1261

Signed on: 2.3.14
(date)

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

FULL UNCONDITIONAL WAIVER

#21332

My/our contract with Stante Excavating to provide
(other contracting party)
Materials and/or Trucking

for the improvement of the property described as: _____

Reserve of Island Lake

Novi, MI

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

FARMER & UNDERWOOD TRUCKING

By: Karon Dammy
(signature of lien claimant)

Address: 7401 RAWSONVILLE ROAD

BELLEVILLE, MI 48111

Telephone: (734) 485-1740

Fax: (734) 485-2644

Signed on: 7/8/14
(date)

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

F0063075
F0063143

FULL UNCONDITIONAL WAIVER

#21392

My/our contract with Stante Excavating to provide
(other contracting party)
MATERIALS

for the improvement of the property described as:

RESERVE OF ISLAND LAKE 7A & 7B

HOWT, MI

having been fully paid and satisfied, and my/our construction lien rights

Richfield Wayne Straw

Thomas Grund

2-14-14

FULL UNCONDITIONAL WAIVER

#21332

My/our contract with Stante Excavating to provide
(other contracting party)
Deep well installation

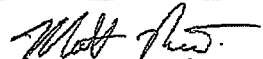
for the improvement of the property described as: _____

Reserve of Island Lake 7A & 7B

Novi, MI

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

Mersino Dewatering, Inc.

By: 

(signature of lien claimant)

Address: 10162 E. Coldwater Road

Davison, MI 48423

Telephone: (810) 658-3472

Fax (810) 653-7828

Signed on: 4-17-14
(date)

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

FULL UNCONDITIONAL WAIVER

#21332

My/our contract with Stante Excavating to provide
(other contracting party)
Labor and/or Materials

for the improvement of the property described as: _____

Reserve of Island Lake

Novi, MI

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

Midwest Maintenance

By: _____

(Signature of lien claimant)

Address: 37486 Ladywood

Livonia, MI 48154

Telephone: (248) 866-3627

FAX: (734) 953-8646

Signed on: _____

8-15-14
(date)

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

SWORN STATEMENT

State of Michigan
County of Oakland

Date: 11/6/14

James A. Cubr being duly sworn, deposes and says:

That Stante Excavating, Inc. is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan, described as follows:

Reserve of Island Lake 7A & 7b & 7C

(insert legal description of property)

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Names of subcontractor supplier or laborer	Type of Improvement furnished	Initial contract amount	Change orders or credits	Adjusted contract amount	Amount already paid	Amount currently owing
East Jordan Iron Works	Materials	136,374.47		136,374.47	136,374.47	--
Stba Supply	Materials	284,641.59		284,641.59	284,641.59	--
National Concrete	Materials	105,172.35		105,172.35	105,172.35	--
Mack Industries	Materials	118,782.97		118,782.97	118,782.97	--
T.K.M.S.	Trucking	47,324.51		47,324.51	47,324.51	--
Northern Concrete	Materials	74,119.56		74,119.56	74,119.56	--
K/E Electric	Supplies	5,141.58		5,141.58	5,141.58	--
Bore-Com	Boring	27,537.70		27,537.70	27,537.70	--
Parmer & Underwood	Trucking	25,659.59		25,659.59	25,659.59	--
Richfield Bay & Straw	Materials	11,702.40		11,702.40	11,702.40	--
Mersino Dewatering	Dewatering	142,250.00		142,250.00	142,250.00	--
Midwest Maintenance	Misc.	8,454.20		8,454.20	8,454.20	--

ALL LABOR, EQUIPMENT AND FRINGES THAT ARE DUE HAVE BEEN PAID IN FULL

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

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as C.F.O. of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED 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 PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.


Deponent

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 6th day of November, 2014.

Kathleen Hapiuk, KATHLEEN HAPIUK
Notary Public, Oakland County, Michigan.
Acting in the County of Oakland

My commission expires: 04/18/2015

Bond No. 10102972

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 1 Towne Square, Suite 1470, Southfield, MI 48076, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of One Hundred Thirty Five Thousand Four Hundred Fifty Six and 25/100 Dollars (\$135,456.25) 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 Reserves of Island Lake PH 7C 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 November 6, 2013.

PRINCIPAL: Stante Excavating Co., Inc.

Date: 11-8-13

By: 
Its:

WITNESS:



SURETY: The Guarantee Company of North America USA

Date: November 6, 2013



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

WITNESS:


Veronda D. Gordon

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. Lange, 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. regulation, contract

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 31st 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 6th day of November, 2013

Randall Musselman, Secretary

RECEIVED
2014 FEB 27 AM 10:41

33062
LIBER 46828 PAGE 277
\$55.00 MISC RECORDING
\$4.00 REMONUMENTATION
03/03/2014 11:21:04 A.M. RECEIPT# 19910
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

CITY OF NOVI
CITY CLERK'S OFFICE

2014 MAR 10 A 11:47

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is made this 11th day of JANUARY, 2013, ²⁰¹⁴ by and between **TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 29665 William K Drive, Suite B, New Hudson, Michigan 48165 (the "Owner" and "Developer"), **THE RESERVE OF ISLAND LAKE ASSOCIATION**, a Michigan non-profit corporation, whose address is 29665 William K Drive, Suite B, New Hudson, Michigan 48165 (the "Condominium Association"), **ISLAND LAKE OF NOVI COMMUNITY ASSOCIATION**, a Michigan non-profit corporation, whose address is 29665 William K Drive, Suite B, New Hudson, Michigan 48165 (the "Community Association"), and the **CITY OF NOVI**, a municipal corporation, and its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (the "City"). The Condominium Association and the Community Association, together, are referred to herein as the "Associations", and each are an "Association".

160
R

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 19 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A (the "Property"); said land comprising Phases 7A through 7C of the Island Lake of Novi Residential Unit Development. Owner has received final site plan approval for construction of a 74 unit condominium development on the Property to be known as "The Reserve of Island Lake."

B. The Reserve of Island Lake shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner, and the Associations after transition of control hereby covenant and agree that the Owner, and/or Association shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

OK - MH

In the event that the Owner and/or the Association shall at any time fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner and/or the Association setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner and/or the Association an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner and/or the Condominium Association or Community Association (whichever Association has failed to perform its maintenance obligations) within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the pro rata as to each Unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner or the appropriate Association, and, in such event, the Owner and/or the appropriate Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this Agreement.

The Owner, as the Developer of The Reserve of Island Lake, shall be responsible for the maintenance, repair, and replacement of the storm drainage, detention and/or retention facilities and the related improvements and structures at its cost and expense as part of the improvements required for the operation and development of the condominium; provided that each of the Associations shall automatically assume their respective obligations with respect to the maintenance, repair and replacement of the facilities upon the turnover of control of the Association by the Owner to (i) the non-developer owners of units in the Condominium pursuant to the Condominium Act, with respect to the Condominium Association, and (ii) to the non-

developer owners of condominium units within the Island Lake of Novi Community pursuant to the Island Lake of Novi Community Association Declaration of Covenants and Restrictions, as amended, with respect to the Community Association. (The Owner and the appropriate Association shall both have the right to include the costs and expenses of maintaining, repairing and replacing the Off-Site Detention Pond and related improvements and structures in the administrative expenses of the appropriate Association, which are in turn to be defrayed by assessments charged to the units in the Condominium and/or the units in the Island Lake of Novi Community, as appropriate.) The Owner shall be relieved of any and all responsibility with respect to the maintenance, repair and replacement of the storm drainage, detention and/or retention facilities and related improvements and facilities upon the assumption of those responsibilities by the Association pursuant to this paragraph.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This Agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

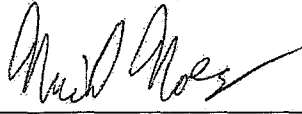
[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties have executed this Agreement as of the date and year first above set forth.

"Owner" and "Developer"

TOLL MI II LIMITED PARTNERSHIP, a
Michigan limited partnership

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

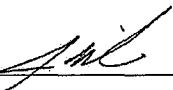
By: 

Michael Noles

Its: Vice President

"Community Association"

**ISLAND LAKE OF NOVI COMMUNITY
ASSOCIATION**, a Michigan non-profit
corporation

By: 

Jason Minocek

Its: President

"Condominium Association"

**THE RESERVE OF ISLAND LAKE
ASSOCIATION**, a Michigan non-profit
corporation

By: _____

Jeff Brainard

Its: Authorized Signatory

[Signatures continued on next page.]
"City"

CITY OF NOVI, a municipal corporation

By: _____

Bob Gatt

Its: Mayor

-and-

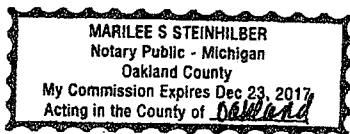
By: _____

Maryanne Cornelius

Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

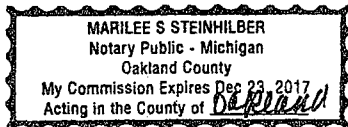
The foregoing instrument was acknowledged before me this 16th day of December, 2013, by Michael Noles, Vice President of Toll MI GP Corp., a Michigan corporation, the General Partner of Toll MI II Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.



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

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

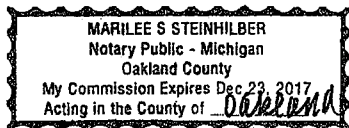
The foregoing instrument was acknowledged before me this 16th day of December, 2013, by Jason Minock, as the President of Island Lake of Novi Community Association, a Michigan non-profit corporation, on behalf of the corporation.



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

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 16th day of December, 2013, by Jeff Brainard, as the Authorized Signatory of The Reserve of Island Lake Association, a Michigan non-profit corporation, on behalf of the corporation.



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

"City"

CITY OF NOVI, a municipal corporation

By: [Signature]
Robert J. Gatt

Its: Mayor

-and-

By: [Signature]
Maryanne Cornelius

Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 11th day of JANUARY, 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.

Notary Public, _____ County,
Michigan
My commission expires: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Jason Minock, as the President of Island Lake of Novi Community Association, a Michigan non-profit corporation, on behalf of the corporation.

Notary Public, _____ County,
Michigan
My commission expires: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Jeff Brainard, as the Authorized Signatory of The Reserve of Island Lake Association, a Michigan non-profit corporation, on behalf of the corporation.

Notary Public, _____ County,
Michigan
My commission expires: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 11th day of JANUARY, 2013, by ²⁰¹⁴ Robert J. Gatt and Maryanne Cornelius, respectively the Mayor and City Clerk of the City of Novi, a municipal corporation, on behalf of the City.

Marilyn A. Troutman
Notary Public, WAYNE County,
Michigan
My commission expires: OCT. 13, 2017
ACTING IN OAKLAND COUNTY

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

And when recorded return to:
Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Rd
Novi, MI 48375

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 13, 2017
ACTING IN COUNTY OF OAKLAND

EXHIBIT B

SCHEDULE OF MAINTENANCE

[see attached]

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.

The above legal is N/A:
The Reserve of Island Lake
OCCP# 2048

22-20-304-000ent

EXHIBIT B

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION


Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Outflow Control Structures	Detention Basin	Schedule
Inspect for sediment accumulation	X	X	X	X	X	X	Weekly
Removal of sediment accumulation	X	X		X	X	X	As needed & prior to turnover
Inspect for floatables and debris		X	X	X	X	X	Quarterly
Cleaning of floatables and debris		X	X	X	X	X	Quarterly & at turnover
Inspection for erosion				X		X	Weekly
Re-establish permanent vegetation on eroded slopes				X		X	As needed & prior to turnover
Replacement of stone					X	X	As needed
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer	X			X	X	X	As needed & at turnover
Make adjustments or replacements as determined by wet weather inspection	X			X	X	X	As needed
Street Sweeping							As needed

PERMANENT MAINTENANCE TASKS AND SCHEDULE

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Outflow Control Structures	Detention Basin	Schedule
Inspect for sediment accumulation	X	X	X	X	X	X	Annually
Removal of sediment accumulation	X	X		X	X	X	Every 2 years as needed
Inspect for floatables and debris		X	X	X	X	X	Annually
Cleaning of floatables and debris		X	X	X	X	X	Annually
Inspection for erosion				X		X	Annually
Re-establish permanent vegetation on eroded slopes				X		X	As needed
Replacement of stone							As needed
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer	X			X	X	X	Annually
Make adjustments or replacements as determined by wet weather inspection	X			X	X	X	As needed
Keep records of all inspections and maintenance activities						X	Annually
Keep records of all costs for inspections, maintenance, and repairs						X	Annually

Maintenance Plan Budget	YR 1	YR 2	YR 3
Annual inspection for sediment accumulation	\$100	\$100	\$100
Removal of sediment every 2 years as needed	\$1250	\$1250	\$1250
Inspect for floatables and debris annually and as needed	\$100	\$100	\$100
Removal of floatables and debris annually and as needed	\$750	\$750	\$750
Inspect system for erosion annually and as needed	\$100	\$100	\$100
Re-establish permanent vegetation on eroded slopes as needed	\$500	\$500	\$500
Total annual budget	\$2,800	\$2,800	\$2,800

NOTE:
THE OWNER AND/OR ASSOCIATION SHALL MAINTAIN A LOG OF ALL INSPECTION AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.



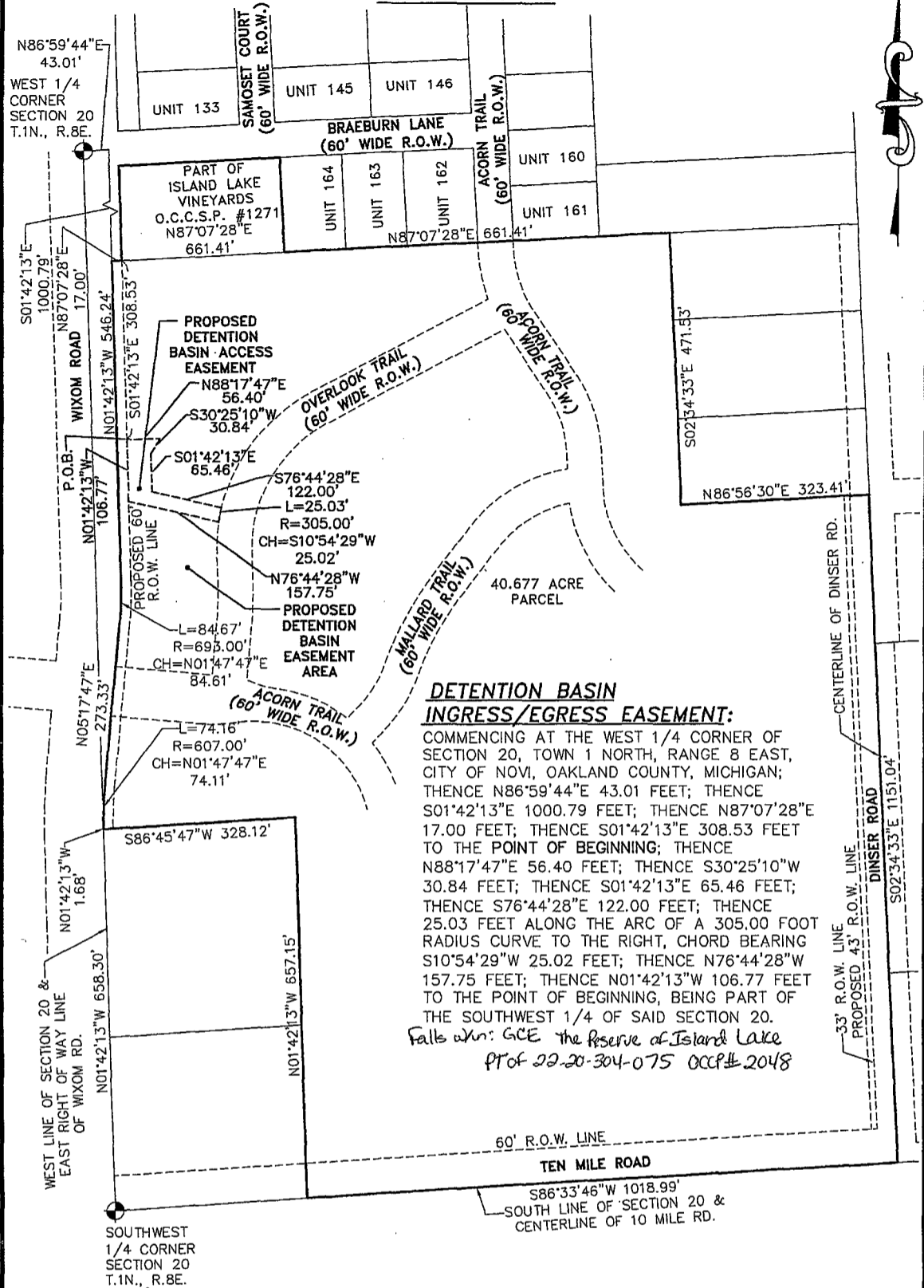
ALPINE ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT: TOLL BROTHERS INC.	DATE: 6-21-2013
EXHIBIT B	DRAWN BY: TG
	CHECKED BY: GM
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	0 25 50
	FBK: --- CHF: ---
	1
	SCALE HOR 1"=50 FT. VER 1"=--- FT.

12-362

EXHIBIT C



**DETENTION BASIN
INGRESS/EGRESS EASEMENT:**
 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 1000.79 FEET; THENCE N87°07'28"E 17.00 FEET; THENCE S01°42'13"E 308.53 FEET TO THE POINT OF BEGINNING; THENCE N88°17'47"E 56.40 FEET; THENCE S30°25'10"W 30.84 FEET; THENCE S01°42'13"E 65.46 FEET; THENCE S76°44'28"E 122.00 FEET; THENCE 25.03 FEET ALONG THE ARC OF A 305.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S10°54'29"W 25.02 FEET; THENCE N76°44'28"W 157.75 FEET; THENCE N01°42'13"W 106.77 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST 1/4 OF SAID SECTION 20.
*Falls w/in: GCE the Reserve of Island Lake
 P/O of 22-20-304-075 OCCP# 2048*

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:	6-21-2013
		DRAWN BY:	TG
		CHECKED BY:	GM
EXHIBIT C		0 100 200	
THE RESERVE OF ISLAND LAKE		FBK: ---	1
SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		CHF: ---	
		SCALE HOR 1" = 200 FT. VER 1" = --- FT.	

EXHIBIT C

INGRESS/EGRESS EASEMENT AREA

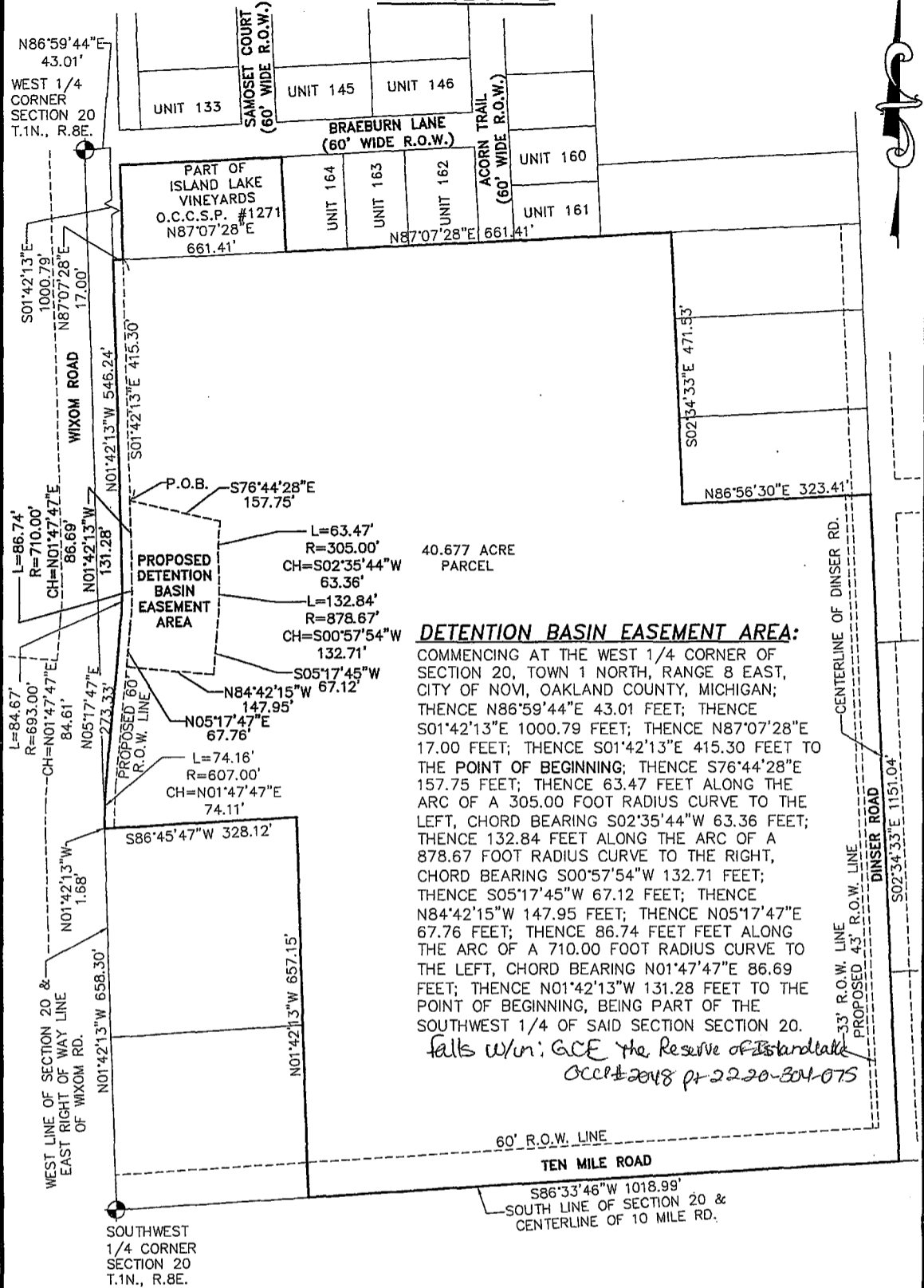
[see attached]

Exhibit D

DETENTION/SEDIMENTATION BASIN EASEMENT AREA

[see attached]

EXHIBIT D

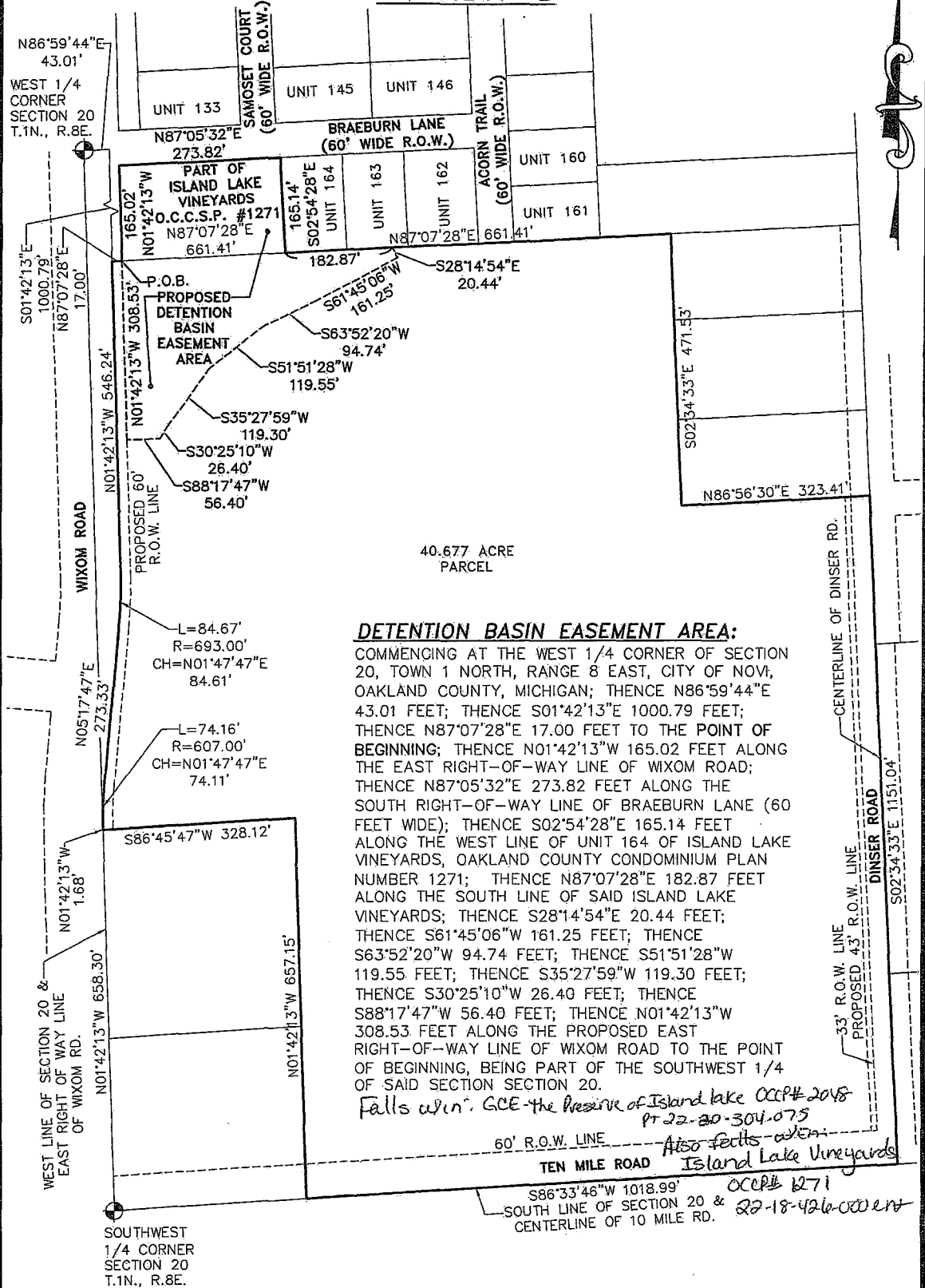


ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	TOLL BROTHERS INC.	DATE:	6-21-2013
		DRAWN BY:	TG
		CHECKED BY:	GM
EXHIBIT D			
THE RESERVE OF ISLAND LAKE SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E. CITY OF NOVI OAKLAND COUNTY MICHIGAN		FBK: ---	1
		CHF: ---	
		SCALE HOR 1"=200 FT. VER 1"=--- FT.	

EXHIBIT D



DETENTION BASIN EASEMENT AREA:

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 1000.79 FEET; THENCE N87°07'28"E 17.00 FEET TO THE POINT OF BEGINNING; THENCE N01°42'13"W 165.02 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD; THENCE N87°05'32"E 273.82 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF BRAEBURN LANE (60 FEET WIDE); THENCE S02°54'28"E 165.14 FEET ALONG THE WEST LINE OF UNIT 164 OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 1271; THENCE N87°07'28"E 182.87 FEET ALONG THE SOUTH LINE OF SAID ISLAND LAKE VINEYARDS; THENCE S28°14'54"E 20.44 FEET; THENCE S61°45'06"W 161.25 FEET; THENCE S63°52'20"W 94.74 FEET; THENCE S51°51'28"W 119.55 FEET; THENCE S35°27'59"W 119.30 FEET; THENCE S30°25'10"W 26.40 FEET; THENCE S88°17'47"W 56.40 FEET; THENCE N01°42'13"W 308.53 FEET ALONG THE PROPOSED EAST RIGHT-OF-WAY LINE OF WIXOM ROAD TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST 1/4 OF SAID SECTION 20.

Falls w/in. GCE - the Reserve of Island Lake OCCP# 2018 Pt 22-20-304.075
Also falls w/in Island Lake Vineyards OCCP# 1271
22-18-426-001-ent

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:	6-21-2013
		DRAWN BY:	TG
		CHECKED BY:	GM
		FBK: --	1
		CHF: --	
		SCALE HOR 1"=200FT. VER 1"= -- FT.	

EXHIBIT D
 THE RESERVE OF ISLAND LAKE
 SECTION: 20 TOWNSHIP: 1 N. RANGE: 8 E.
 CITY OF NOVI
 OAKLAND COUNTY
 MICHIGAN

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 NO¹42'13"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 NO¹47'47"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 NO¹47'47"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.

SWORN STATEMENT

State of Michigan
County of Oakland

Date: 11/5/14

James A. Cubr being duly sworn, deposes and says:

That Stante Excavating, Inc. is the (contractor) (subcontractor) for an improvement to the following described real property situated in Oakland County, Michigan, described as follows:

Reserve of Island Lake 7A & 7b
(insert legal description of property)

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

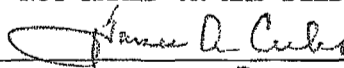
Names of subcontractor supplier or laborer	Type of Improvement furnished	Initial contract amount	Change orders or credits	Adjusted contract amount	Amount already paid	Amount currently owing
East Jordan Iron Works	Materials	136,374.47		136,374.47	136,374.47	--
Etna Supply	Materials	284,641.59		284,641.59	284,641.59	--
National Concrete	Materials	105,172.35		105,172.35	105,172.35	--
Mack Industries	Materials	118,782.97		118,782.97	118,782.97	--
T.K.M.S.	Trucking	47,324.51		47,324.51	47,324.51	--
Northern Concrete	Materials	74,119.56		74,119.56	74,119.56	--
K/E Electric	Supplies	5,141.58		5,141.58	5,141.58	--
Bore-Con	Boring	27,537.70		27,537.70	27,537.70	--
Farmer & Underwood	Trucking	25,659.59		25,659.59	25,659.59	--
Richfield Hay & Straw	Materials	11,702.40		11,702.40	11,702.40	--
Mersino Dewatering	Dewatering	142,250.00		142,250.00	142,250.00	--
Midwest Maintenance	Misc.	8,454.20		8,454.20	8,454.20	--

ALL LABOR, EQUIPMENT AND FRINGES THAT ARE DUE HAVE BEEN PAID IN FULL

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

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as C.F.O. of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED 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 PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.


Deponent

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this 5th day of November, 2014.

Kathleen Hapiuk, KATHLEEN HAPIUK
Notary Public, Oakland County, Michigan.
Acting in the County of Oakland

My commission expires: 04/18/2015