



**CITY OF NOVI CITY COUNCIL
NOVEMBER 14, 2022**

SUBJECT: Approval to accept the residential streets as part of Oberlin Phase 1 and adoption of Act 51 New Street Resolution accepting Oberlin Boulevard, Oberlin Court, Tennyson Court, and a portion of Isabella Way as public, adding 0.43 miles of roadway to the City's public street system.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

Pulte Group, LLC has requested the dedication and acceptance of Oberlin Boulevard, Oberlin Court, Tennyson Court, and a portion of Isabella Way as a public asset. The Oberlin development is comprised of 72 single family home lots, and Phase 1 of this project includes 47 single family homes. The project is located south of 11 Mile Road between Beck and Wixom Roads. The right-of-way width for the proposed streets shall be sixty (60) feet wide.

According to the City's consulting engineer and the City Engineering Division, the streets meet city design and construction standards (Spalding DeDecker, August 6, 2021). The related acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form so as to permit acceptance by City Council (Spalding DeDecker, October 21, 2022, and Beth Saarela, October 13, 2022, respectively). The enclosed resolution satisfies the Michigan Department of Transportation requirement for adding 0.43 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Approval to accept the residential streets as part of Oberlin Phase 1 and adoption of Act 51 New Street Resolution accepting Oberlin Boulevard, Oberlin Court, Tennyson Court, and a portion of Isabella Way as public, adding 0.43 miles of roadway to the City's public street system.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

Oberlin Boulevard, Oberlin Court, Tennyson Court, and a portion of Isabella Way

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on November 14, 2022, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Oberlin Boulevard, Oberlin Court, Tennyson Court, and a portion of Isabella Way and,

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

WHEREAS; that Oberlin Boulevard, Oberlin Court, Tennyson Court, and a portion of Isabella Way were open to the public since August 2021.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Oberlin Boulevard, Oberlin Court, Tennyson Court, and a portion of Isabella Way and direct such to be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 14th day of November, 2022 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

Oberlin Phase 1 Street Acceptance

Location Map



Map Author: Humna Anjum
Date: 10/20/2022
Project: Oberlin Phase 1
Version: 1.0

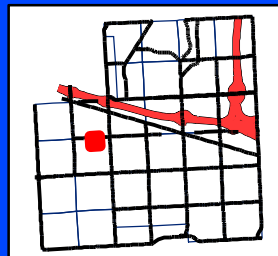
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

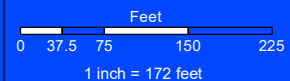
Legend

- Major Roads
- Minor Roads



City of Novi

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





August 6, 2021

Mr. Victor Boron
Project Engineer
Department of Public Works
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Oberlin – Phase 1
Site Work Final Approval**
Novi SP No.: JSP14-0042
SDA Job No.: NV16-207

Dear Mr. Boron:

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

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

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

Sincerely,

SPALDING DEDECKER

Heather Gendron

Digitally signed by Heather Gendron
DN: C=US, E=hgendron@sda-eng.com,
O=Spalding DeDecker, CN=Heather Gendron
Date: 2021.08.06 16:29:34-04'00'

Heather Gendron, PE
Project Manager

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

October 21, 2022

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

Re: Oberlin Phase 1 - Acceptance Documents Review
Novi # JSP14-0042
SDA Job No. NV16-207
DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on October 19, 2022 against the Final Site Plan (Stamping Set) approved on April 21, 2016. We offer the following comments:

Final Acceptance Documents

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

1. Warranty Deed for Interior Roads
(executed 08/26/2021, unrecorded, dated 09/07/2016)
Exhibits Approved.
2. Bills of Sale: Interior Roads
SUPPLIED – APPROVED.
3. Sworn Statement for Interior Roads
SUPPLIED – APPROVED.
4. Waiver of Lien for Contractors Installing Interior Roads
SUPPLIED – APPROVED.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

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

It should be noted that the Plan Review Center Report dated February 9, 2016 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

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

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 13, 2022

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Oberlin (Phases 1-3) JSP 16-37 and JSP 14-42
Street Acceptance Documents**

Dear Mr. Croy:

We have received and reviewed the following executed **original** documents for Oberlin (Phases 1-3), a copy of which are enclosed:

Phase 1

1. Warranty Deed for Interior Roads (***Approved***)
2. Bill of Sale for Street Paving (***Approved***)
3. Title Search
4. Consent of Oberlin Condominium Association to Recording of Agreements- Phases 1 -3 (***Approved***)

Phase 2

1. Warranty Deed for Interior Roads (***Approved***)
2. Bill of Sale for Street Paving (***Approved***)
3. Title Search
4. Amended and Restated Sanitary Sewer Easement – Phases 2 and 3 (***Approved***)

Phase 3

1. Warranty Deed for Interior Roads (***Approved***)
2. Bill of Sale for Street Paving (***Approved***)
3. Title Search
4. Sidewalk Easement (***Approved***)
5. Sidewalk Bill of Sale (***Approved***)
6. Water System Easement (***Approved***)

7. Bill of Sale – Water System (***Approved***)

Warranty Deeds

The Warranty Deeds for interior roads for Oberlin (Phases 1-3), convey the interior roads to the City for public use and maintenance. The Warranty Deeds are consistent with the title search provided (subject to provision of the Consent of Oberlin Condominium Association to Recording of Agreements, and have been executed in accordance with the requirements of the Master Deed for road conveyances). The legal descriptions of the right-of-way area being dedicated have been reviewed and approved by the City's Consulting Engineer. The Bills of Sale for paving are acceptable as provided. The original Warranty Deeds and Bills of Sale may be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Warranty Deeds should be recorded with the Oakland County Register of Deeds in the usual manner. The Bills of Sale should be retained in the City's file.

Sidewalk Easement

The Sidewalk Easement for the sidewalk connection in Phase 3, conveying that connection from the Development to property to the south is consistent with the title search provided, (subject to provision of the Consent of Oberlin Condominium Association to Recording of Agreements) and has been executed in accordance with the requirements of the Master Deed for road conveyances. The legal description of the Sidewalk Easement has been reviewed and approved by the City's Consulting Engineer. The Bill of Sale for the paving is acceptable as provided. The original Sidewalk Easement and Bill of Sale may be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Sidewalk Easement should be recorded with the Oakland County Register of Deeds in the usual manner, and the Bill of Sale should be retained in the City's file.

Water and Sanitary Sewer System Easements

The Developer, subject to the Consent of the Association pursuant to the Master Deed, seeks to convey the on-site Water System Easement and water main for Phase 3 to the City. The Easement is in the City's standard format and are acceptable as provided. The Water System Easement is consistent with the Title Commitment provided and the exhibits have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale is in the City's standard format and is acceptable for the purpose of conveying the water system to the City.

The Amended and Restated Sanitary Sewer System Easement is for Phases 2 and 3 and replaces the previously recorded Sanitary Sewer Easement for Phase 2 to correct an error in the exhibits that were attached. The Amended and Restated Sanitary Sewer System Easement is satisfactory for this purpose, and maybe accepted by Affidavit of the City Engineer and recorded with the Oakland County Register of Deeds.

The title search, and should be retained in the City's file.

Ben Croy, City Engineer
City of Novi
October 13, 2022
Page 3

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

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS
Enclosures

- C: Cortney Hanson, Clerk (w/ Original Enclosures to follow)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, Planner (w/Enclosures)
Ben Peacock, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Humna Anjum, Project Engineer (w/Enclosures)
Alyssa Craigie, Administrative Assistant (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Alex Dieck, Esquire (w/Enclosures)
Karen Brown, Pulte (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

WARRANTY DEED
(Interior Roads Phase 1)

KNOW ALL BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is: 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan:

See attached Exhibit A and Exhibit B made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Dollar (\$1.00), subject to easements, restrictions, and other matters of record, existing utilities, rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, highway or drainage purposes, if any, zoning ordinances, and the lien of real estate taxes not yet due and payable.

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

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

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

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

[signatures on next page]

Dated this 26th day of August, 2021.

GRANTOR:

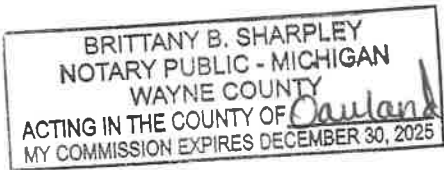
Pulte Homes of Michigan LLC,
a Michigan limited liability company

By: *Christopher Plumb*
Christopher Plumb

Its: Vice President of Finance

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of August, 2021, by Christopher Plumb, the Vice President of Finance for Pulte Homes of Michigan LLC, a Michigan limited liability company, known to me to be the person who executed the within instrument and who acknowledged the same to be their free act and deed on behalf of said company.



Brittany B. Sharpley
Notary Public
Wayne County, Michigan
My commission Expires: 12/30/2025
Acting in Oakland County, Michigan

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

Property in the City of Novi, County of Oakland, State of Michigan, more particularly described as:

A Road Right-of-Way Dedication located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87°24'47" East, 183.03 feet, along the North line of said Section 20 and centerline of Eleven Mile Road; thence South 02°35'13" East, 43.00 feet, for a POINT OF BEGINNING; thence North 87°24'47" East, 86.00 feet; thence South 02°28'56" East, 10.51 feet; thence 61.81 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 17°42'29" and a chord bearing and distance of South 06°22'19" West, 61.57 feet; thence South 15°13'33" West, 52.09 feet; thence 46.87 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 10°19'43" and a chord bearing and distance of South 20°23'24" West, 46.81 feet; thence 97.87 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°02'12" and a chord bearing and distance of South 11°32'10" West, 96.89 feet; thence South 02°28'56" East, 332.64 feet; thence 83.06 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23°47'37" and a chord bearing and distance of South 14°22'44" East, 82.46 feet; thence 107.97 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23°47'37" and a chord bearing and distance of South 14°22'44" East, 107.20 feet; thence 3.72 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 00°34'36" and a chord bearing and distance of South 02°46'14" East, 3.72 feet; thence North 87°31'04" East, 212.91 feet; thence 25.08 feet along a curve to the right, said curve having a radius of 380.00 feet, a central angle of 03°46'56" and a chord bearing and distance of North 89°24'32" East, 25.08 feet; thence 21.35 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 06°07'04" and a chord bearing and distance of North 01°33'28" West, 21.34 feet; thence North 04°35'34" West, 40.06 feet; thence 80.92 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23°10'57" and a chord bearing and distance of North 16°11'02" West, 80.37 feet; thence 114.78 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 25°17'34" and a chord bearing and distance of North 15°07'43" West, 113.85 feet; thence North 02°28'56" West, 201.39 feet; thence 186.64 feet along a curve to the right, said curve having a radius of 300.00 feet, a central angle of 35°38'44" and a chord bearing and distance of North 15°20'26" East, 183.64 feet; thence 33.47 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 45°39'30" and a chord bearing and distance of North 10°20'04" East, 32.59 feet; thence 341.54 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 279°33'25" and a chord bearing and distance of South 52°42'59" East, 90.40 feet; thence 41.72 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 56°54'27" and a chord bearing and distance of South 58°36'30" West, 40.02 feet; thence 136.71 feet along a curve to the left, said curve having a radius of 240.00 feet, a central angle of 32°38'13" and a chord bearing and distance of South 13°50'10" West, 134.87 feet; thence South 02°28'56" East, 201.39 feet; thence 88.29 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 25°17'34" and a chord bearing and distance of South 15°07'43" East, 87.57 feet; thence 105.20 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23°10'57" and a chord bearing and distance of South 16°11'02" East, 104.48 feet; thence South 04°35'34" East, 40.05 feet; thence 32.30 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 07°07'01" and a chord bearing and distance of South 01°03'19" East, 32.27 feet; thence 43.00 feet along a curve to the right, said curve having a radius of 380.00 feet, a central angle of 06°29'01" and a chord bearing and distance of South 76°22'55" East, 42.98 feet; thence South 73°08'25" East, 62.27 feet; thence South 16°51'35" West, 60.00 feet; thence North 73°08'25" West, 62.27 feet; thence 108.03 feet along a curve to the left, said curve having a radius of 320.00 feet, a central angle of 19°20'31" and a chord bearing and distance of North 82°48'40" West, 107.51 feet; thence South 87°31'04" West, 209.74 feet; thence 8.59 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 01°08'40" and a chord bearing and distance of South 03°03'16" East, 8.59 feet; thence South 02°28'56" East, 53.78 feet; thence 29.08 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 39°40'12" and a chord bearing and distance of South 22°19'02" East, 28.50 feet; thence 340.38 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 278°36'25" and a chord bearing and distance of North 82°50'55" West, 91.29 feet; thence 43.20 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 58°56'13" and a chord bearing and distance of North

26°59'11" East, 41.32 feet; thence North 02°28'56" West, 29.34 feet; thence 33.49 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 05°11'10" and a chord bearing and distance of North 05°04'31" West, 33.48 feet; thence 38.92 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 05°11'10" and a chord bearing and distance of North 05°04'31" West, 38.91 feet; thence 83.06 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23°47'37" and a chord bearing and distance of North 14°22'44" West, 82.46 feet; thence 107.97 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23°47'37" and a chord bearing and distance of North 14°22'44" West, 107.20 feet; thence North 02°28'56" West, 332.64 feet; thence 110.58 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 24°22'08" and a chord bearing and distance of North 09°42'08" East, 109.75 feet; thence 85.06 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 24°22'08" and a chord bearing and distance of North 09°42'08" East, 84.42 feet; thence North 02°28'56" West, 68.14 feet, to the Point of Beginning. All of the above containing 3.46 Acres.

Tax Parcel Number:

EXHIBIT B



TAX ID.
22-17-400-002

ELEVEN MILE ROAD

NORTH LINE OF SECTION 20 AND THE
CENTERLINE OF ELEVEN MILE ROAD

POINT OF
BEGINNING

NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

PROPOSED 43'
1/2 WIDTH
RIGHT-OF-WAY

SEE
SHEET
#2

SEE
SHEET
#4

TAX ID. 22-20-376-018

NORTH AND SOUTH
LINE OF SECTION 20

N87°24'47"E 674.55'
33' STATUTORY RIGHT-OF-WAY

TENNYSON PARK

TENNYSON PARK

OBERLIN PARK

OBERLIN PARK

OBERLIN PARK

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OBERLIN PARK

TAX ID.
22-17-400-003

TAX ID.
22-17-400-016

SEE SHEET #3

S87°24'47"W
1965.16'

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

S02°28'56"E
148.91'
S09°50'21"W
72.18'
S17°46'39"W
84.85'

S12°46'22"W
74.63'

OBERLIN FUTURE
DEVELOPMENT

S02°28'56"E
174.93'
S08°31'29"E
47.85'
S22°02'41"E
74.55'
S16°30'45"E
73.00'
S03°34'08"E
68.42'

SEE
SHEET
#5

TAX ID. 22-20-200-003

S05°31'28"W
28.63'
S22°54'37"W
38.17'
S16°51'35"W
60.00'
L=26.60'
R=260.00'
DELTA=005°51'46"
CH=S45°18'09"E
DIST=26.59'

S30°01'02"W
48.97'

TAX ID.
22-20-200-004

S31°48'59"W
105.98'
S02°47'55"E
102.50'

1/8 LINE OF
SECTION 20

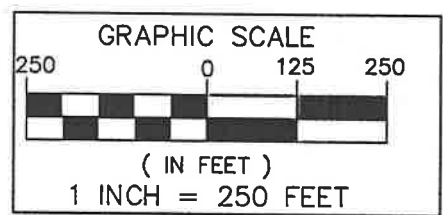
TAX ID.
22-20-200-011


SEE SHEET
#6

CENTER OF
SECTION 20
T.1N.,R.8E.

EAST AND WEST 1/4
LINE OF SECTION 20

EAST 1/4
CORNER
SECTION 20
T.1N.,R.8E.



 = RIGHT-OF-WAY
DEDICATION
(3.46 AC.)

SUBJECT PROPERTY & SHEET INDEX

 **SEIBER, KEAST
ENGINEERING, L.L.C.**
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN
SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	09-07-2016
JOB NO.:	12-009
DWG FILE:	12-009EE-ROW-08
DRAWN BY:	DFR
CHECK:	CS
SHEET:	1 OF 6

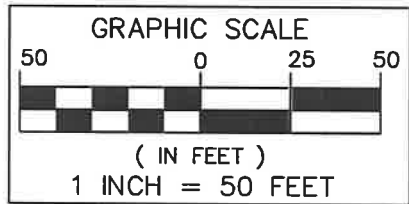
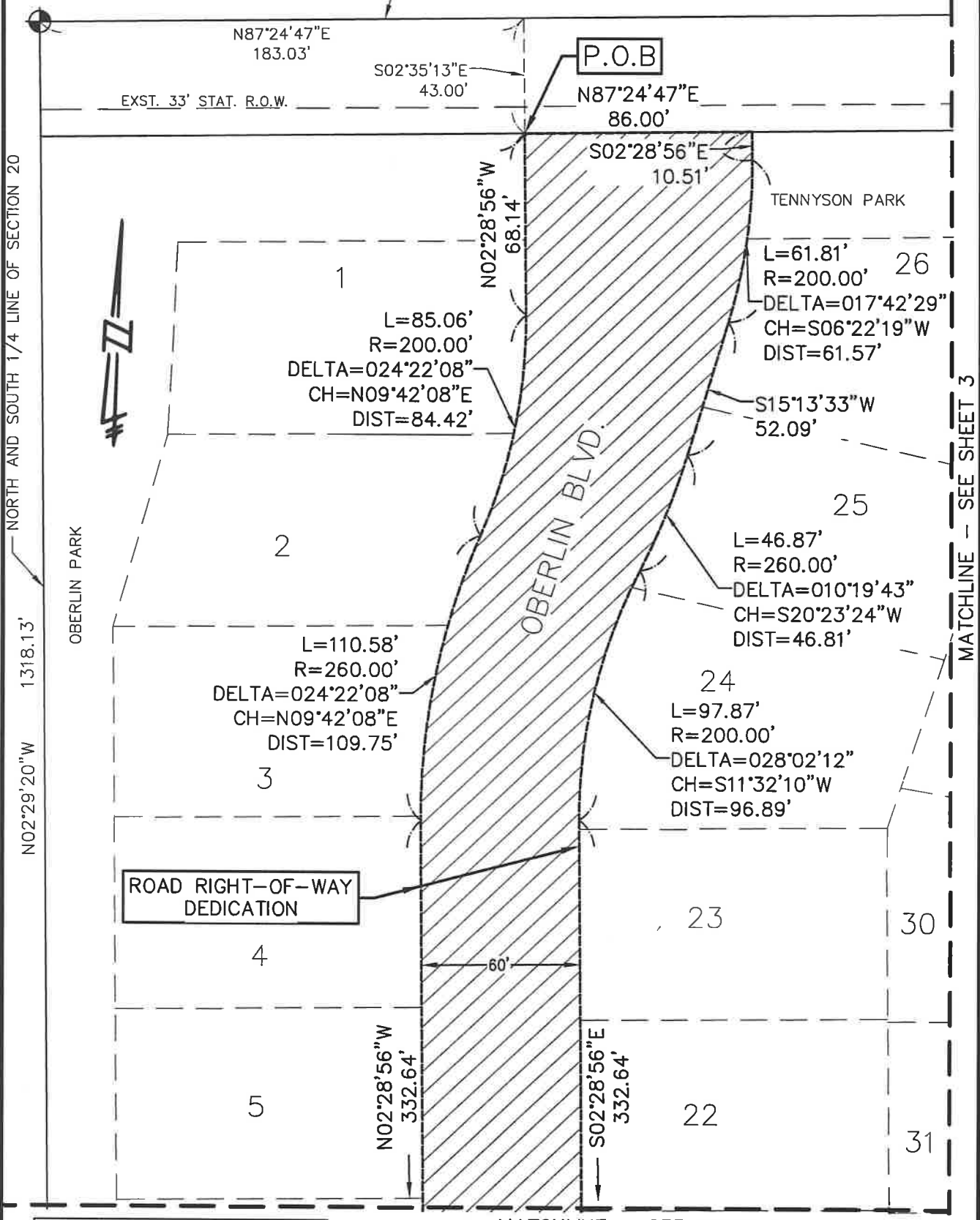
EXHIBIT B

ELEVEN MILE ROAD

(33' 1/2 WIDTH)

NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

NORTH LINE OF SECTION 20 AND THE
CENTERLINE OF ELEVEN MILE ROAD



MATCHLINE - SEE SHEET 4

= RIGHT-OF-WAY DEDICATION (3.46 AC.)

ROAD RIGHT-OF-WAY DEDICATION



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	09-07-2016
JOB NO.:	12-009
DWG FILE:	12-009EE-ROW-08
DRAWN BY:	DFR
CHECK:	CS
SHEET:	2 OF 6

EXHIBIT B

ELEVEN MILE ROAD

(33' 1/2 WIDTH)

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

NORTH LINE OF SECTION 20 AND THE
CENTERLINE OF ELEVEN MILE ROAD

EXST. 33' STAT. R.O.W.

TENNYSON PARK

ROAD RIGHT-OF-WAY
DEDICATION

L=341.54'
R=70.00'
DELTA=279°33'25"
CH=S52°42'59"E
DIST=90.40'

L=33.47'
R=42.00'
DELTA=045°39'30"
CH=N10°20'04"E
DIST=32.59'

L=186.64'
R=300.00'
DELTA=035°38'44"
CH=N15°20'26"E
DIST=183.64'

L=41.72'
R=42.00'
DELTA=056°54'27"
CH=S58°36'30"W
DIST=40.02'

L=136.71'
R=240.00'
DELTA=032°38'13"
CH=S13°50'10"W
DIST=134.87'

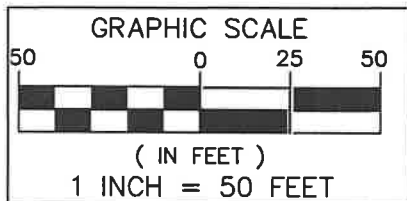
TENNYSON PARK

TENNYSON COURT

OBERLIN
FUTURE
DEVELOPMENT

MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 5



= RIGHT-OF-WAY
DEDICATION
(3.46 AC.)

ROAD RIGHT-OF-WAY DEDICATION



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

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PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

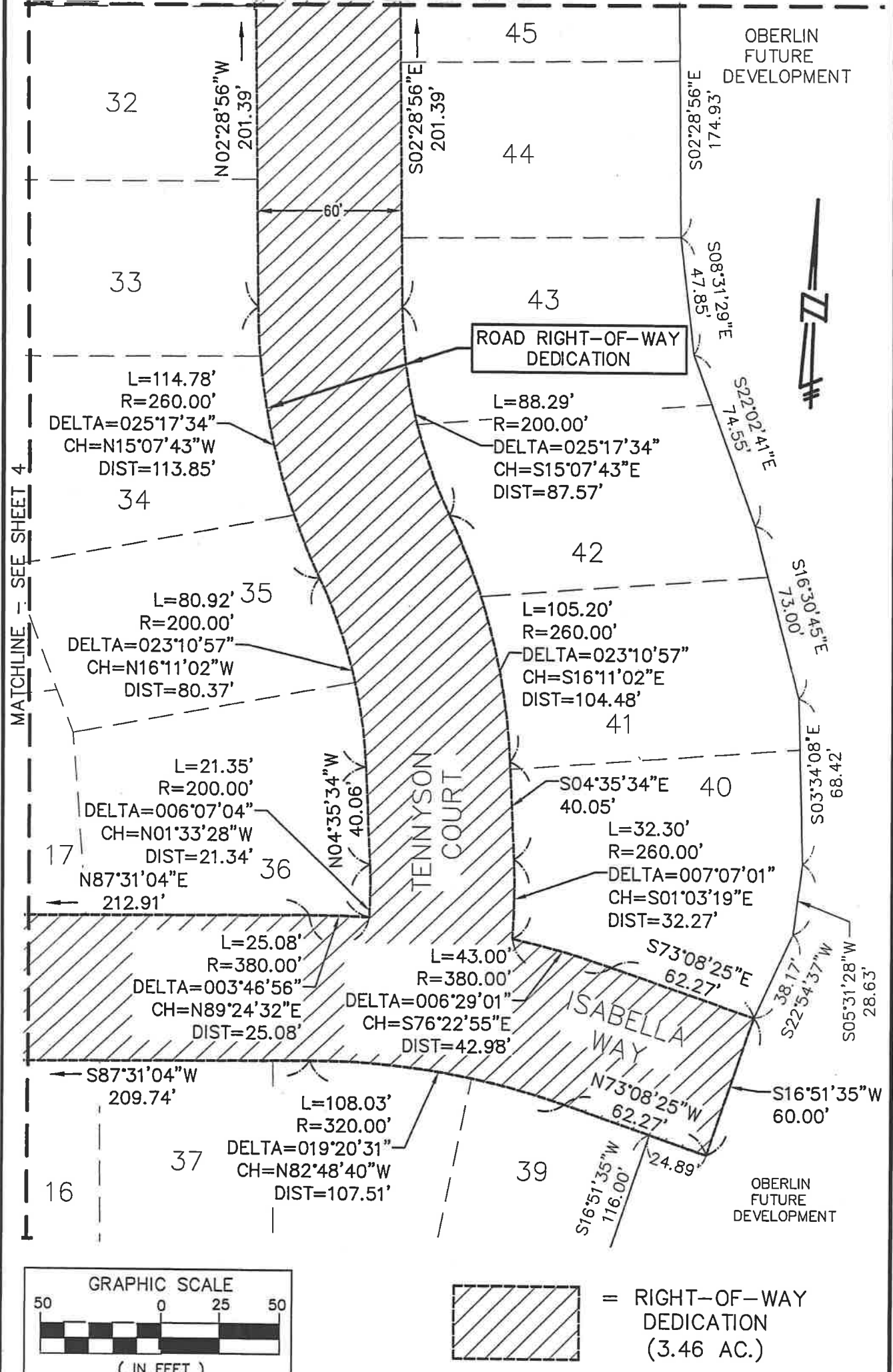
OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

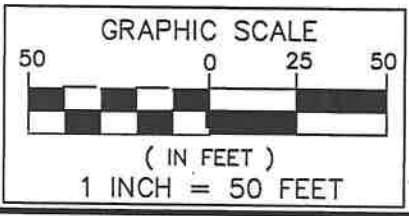
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JOB NO.:	12-009
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DRAWN BY:	DFR
CHECK:	CS
SHEET:	3 OF 6


MATCHLINE - SEE SHEET 3

EXHIBIT B



MATCHLINE - SEE SHEET 4



 = RIGHT-OF-WAY DEDICATION (3.46 AC.)

ROAD RIGHT-OF-WAY DEDICATION

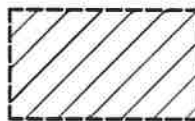
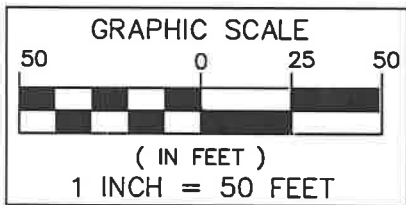
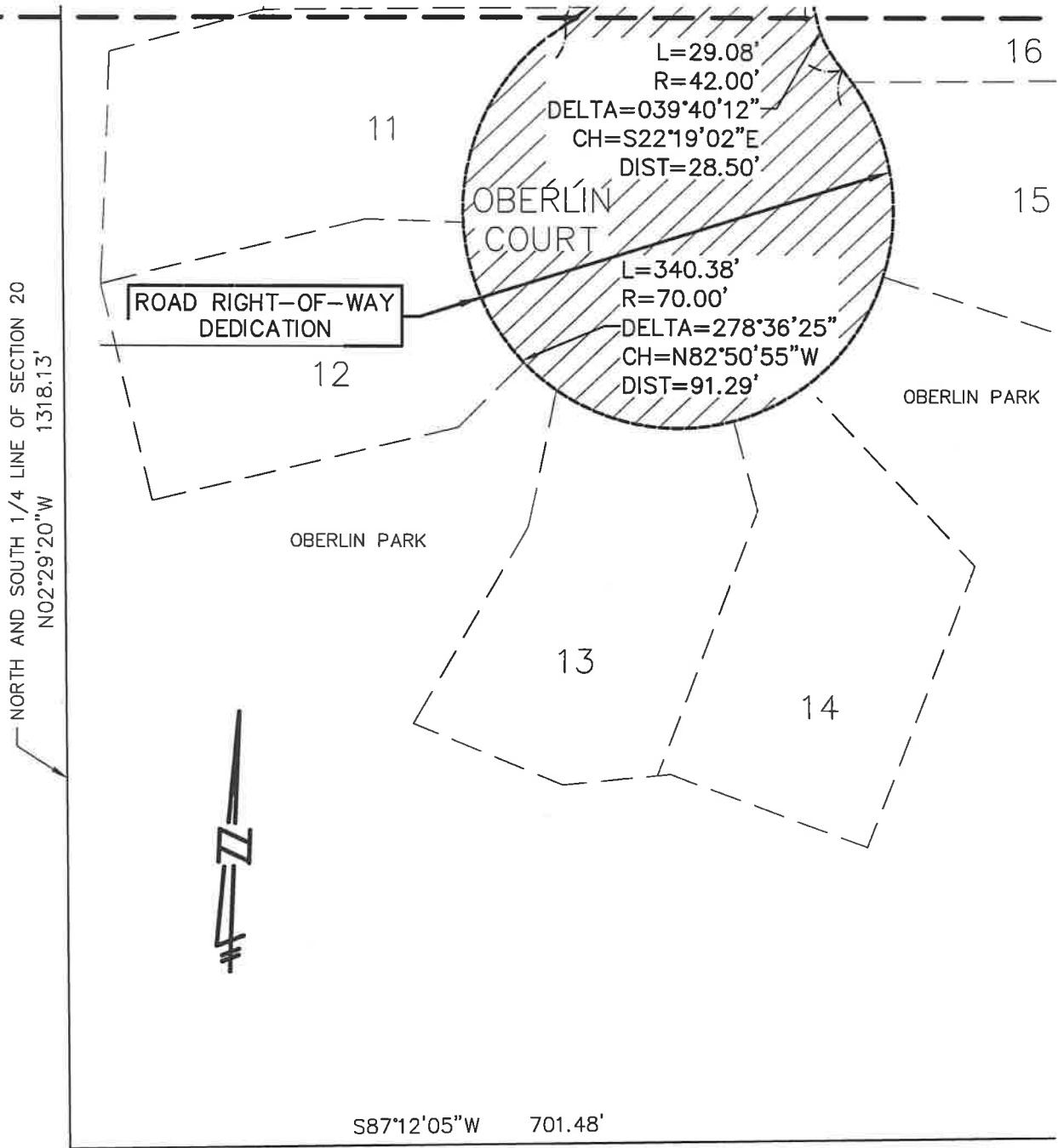
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN
SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	09-07-2016
JOB NO.:	12-009
DWG FILE:	12-009EE-RQW-08
DRAWN BY:	DFR
CHECK:	CS
SHEET:	5 OF 6

MATCHLINE - SEE SHEET 4

EXHIBIT B



= RIGHT-OF-WAY DEDICATION (3.46 AC.)

ROAD RIGHT-OF-WAY DEDICATION



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	09-07-2016
JOB NO.:	12-009
DWG FILE:	12-009EE-ROW-OB
DRAWN BY:	DFR
CHECK:	CS
SHEET:	6 OF 6

BILL OF SALE
(Phase 1 Interior Road Dedication)

KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the street paving according to the public rights-of-way therefore established described as follows:

See attached and incorporated *Exhibit A, Legal Description*

In witness whereof, the undersigned has executed these presents this 26th day of August, 2021.

Signed by

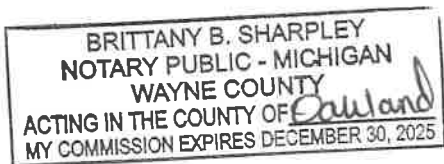
Pulte Homes of Michigan LLC,
a Michigan limited liability company




By: Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of August, 2021 by Christopher Plumb, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company on behalf of the company.




Notary Public
Wayne County, Michigan
My Commission Expires: 12/30/2025

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

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

EXHIBIT A

Legal Description

A Road Right-of-Way Dedication located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87°24'47" East, 183.03 feet, along the North line of said Section 20 and centerline of Eleven Mile Road; thence South 02°35'13" East, 43.00 feet, for a POINT OF BEGINNING; thence North 87°24'47" East, 86.00 feet; thence South 02°28'56" East, 10.51 feet; thence 61.81 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 17°42'29" and a chord bearing and distance of South 06°22'19" West, 61.57 feet; thence South 15°13'33" West, 52.09 feet; thence 46.87 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 10°19'43" and a chord bearing and distance of South 20°23'24" West, 46.81 feet; thence 97.87 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28°02'12" and a chord bearing and distance of South 11°32'10" West, 96.89 feet; thence South 02°28'56" East, 332.64 feet; thence 83.06 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23°47'37" and a chord bearing and distance of South 14°22'44" East, 82.46 feet; thence 107.97 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23°47'37" and a chord bearing and distance of South 14°22'44" East, 107.20 feet; thence 3.72 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 00°34'36" and a chord bearing and distance of South 02°46'14" East, 3.72 feet; thence North 87°31'04" East, 212.91 feet; thence 25.08 feet along a curve to the right, said curve having a radius of 380.00 feet, a central angle of 03°46'56" and a chord bearing and distance of North 89°24'32" East, 25.08 feet; thence 21.35 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 06°07'04" and a chord bearing and distance of North 01°33'28" West, 21.34 feet; thence North 04°35'34" West, 40.06 feet; thence 80.92 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23°10'57" and a chord bearing and distance of North 16°11'02" West, 80.37 feet; thence 114.78 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 25°17'34" and a chord bearing and distance of North 15°07'43" West, 113.85 feet; thence North 02°28'56" West, 201.39 feet; thence 186.64 feet along a curve to the right, said curve having a radius of 300.00 feet, a central angle of 35°38'44" and a chord bearing and distance of North 15°20'26" East, 183.64 feet; thence 33.47 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 45°39'30" and a chord bearing and distance of North 10°20'04" East, 32.59 feet; thence 341.54 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 279°33'25" and a chord bearing and distance of South 52°42'59" East, 90.40 feet; thence 41.72 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 56°54'27" and a chord bearing and distance of South 58°36'30" West, 40.02 feet; thence 136.71 feet along a curve to the left, said curve having a radius of 240.00 feet, a central angle of 32°38'13" and a chord bearing and distance of South 13°50'10" West, 134.87 feet; thence South 02°28'56" East, 201.39 feet; thence 88.29 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 25°17'34" and a chord bearing and distance of South 15°07'43" East, 87.57 feet; thence 105.20 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23°10'57" and a chord bearing and distance of South 16°11'02" East, 104.48 feet; thence South 04°35'34" East, 40.05 feet; thence 32.30 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 07°07'01" and a chord bearing and distance of South 01°03'19" East, 32.27 feet; thence 43.00 feet along a curve to the right, said curve having a radius of 380.00 feet, a central angle of 06°29'01" and a chord bearing and distance of South 76°22'55" East, 42.98 feet; thence South 73°08'25" East, 62.27 feet; thence South 16°51'35" West, 60.00 feet; thence North 73°08'25" West, 62.27 feet; thence 108.03 feet along a curve to the left, said curve having a radius of 320.00 feet, a central angle of 19°20'31" and a chord bearing and distance of North 82°48'40" West, 107.51 feet; thence South 87°31'04" West, 209.74 feet; thence 8.59 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 01°08'40" and a chord bearing and distance of South 03°03'16" East, 8.59 feet; thence South 02°28'56" East, 53.78 feet; thence 29.08 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 39°40'12" and a chord bearing and distance of South 22°19'02" East, 28.50 feet; thence 340.38 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 278°36'25" and a chord bearing and distance of North 82°50'55" West, 91.29 feet; thence 43.20 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 58°56'13" and a chord bearing and distance of North 26°59'11" East, 41.32 feet; thence North 02°28'56" West, 29.34 feet; thence 33.49 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 05°11'10" and a chord bearing and distance of North 05°04'31" West, 33.48 feet; thence 38.92 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 05°11'10" and a chord bearing and distance of North 05°04'31" West, 38.91 feet; thence 83.06 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23°47'37" and a chord bearing and distance of North 14°22'44" West, 82.46 feet; thence 107.97 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23°47'37" and a chord bearing and distance of North 14°22'44" West, 107.20 feet; thence North 02°28'56" West, 332.64 feet; thence 110.58 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 24°22'08" and a chord bearing and distance of North 09°42'08" East, 109.75 feet; thence 85.06 feet along a curve to the

left, said curve having a radius of 200.00 feet, a central angle of $24^{\circ}22'08''$ and a chord bearing and distance of North $09^{\circ}42'08''$ East, 84.42 feet; thence North $02^{\circ}28'56''$ West, 68.14 feet, to the Point of Beginning. All of the above containing 3.46 Acres.

WARRANTY DEED
(Interior Roads Phase 2)

KNOW ALL BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is: 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan:

See attached Exhibit A and Exhibit B made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Dollar (\$1.00), subject to easements, restrictions, and other matters of record, existing utilities, rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, highway or drainage purposes, if any, zoning ordinances, and the lien of real estate taxes not yet due and payable.

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

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

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

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

[signatures on next page]

Dated this 26th day of August, 2021.

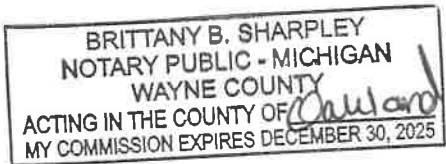
GRANTOR:

Pulte Homes of Michigan LLC,
a Michigan limited liability company

By: *Clp*
Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of August, 2021, by Christopher Plumb, the Vice President of Finance for Pulte Homes of Michigan LLC, a Michigan limited liability company, known to me to be the person who executed the within instrument and who acknowledged the same to be their free act and deed on behalf of said company.



Brittany B Sharpley
Notary Public
Wayne County, Michigan
My commission Expires: 12/30/2025
Acting in Oakland County, Michigan

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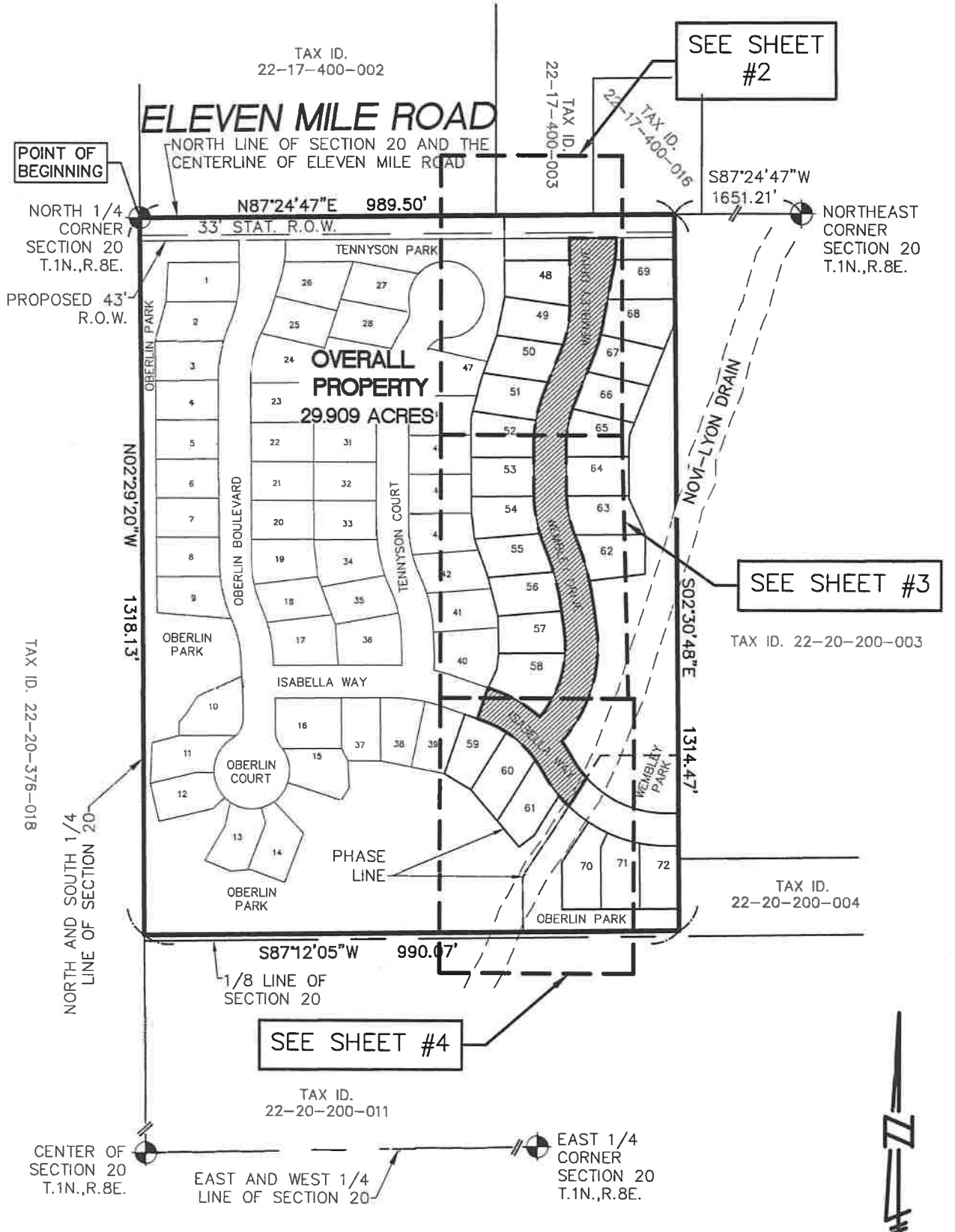
EXHIBIT A

Property in the City of Novi, County of Oakland, State of Michigan, more particularly described as:

A Road Right-of-Way Dedication located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87°24'47" East, 795.36 feet, along the North line of said Section 20 and centerline of Eleven Mile Road; thence South 02°28'56" East, 43.00 feet, for a POINT OF BEGINNING; thence North 87°24'47" East, 86.00 feet; thence 50.62 feet along a curve to the right, said curve having a radius of 218.28 feet, a central angle of 13°17'13" and a chord bearing and distance of South 02°06'08" West, 50.51 feet; thence South 09°02'59" West, 116.95 feet; thence 50.17 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 11°03'19" and a chord bearing and distance of South 14°34'39" West, 50.09 feet; thence South 20°06'18" West, 98.36 feet; thence 78.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°35'14" and a chord bearing and distance of South 08°48'41" West, 78.33 feet; thence South 02°28'56" East, 88.19 feet; thence 78.82 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°34'46" and a chord bearing and distance of South 13°46'19" East, 78.31 feet; thence 125.81 feet along a curve to the right, said curve having a radius of 480.00 feet, a central angle of 15°01'05" and a chord bearing and distance South 17°33'10" East, 125.45 feet; thence South 10°02'37" East, 46.30 feet; thence 226.15 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 49°50'13" and a chord bearing and distance of South 14°52'29" West, 219.09 feet; thence 32.93 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 07°15'24" and a chord bearing and distance of South 34°14'15" East, 32.91 feet; thence 48.93 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 14°01'07" and a chord bearing and distance of South 37°37'06" East, 48.81 feet; thence South 30°00'03" West, 61.69 feet; thence 79.98 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°37'29" and a chord bearing and distance of North 39°25'17" West, 79.66 feet; thence 148.46 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 42°31'52" and a chord bearing and distance of North 51°52'29" West, 145.08 feet; thence North 73°08'25" West, 10.79 feet; thence North 16°51'35" East, 60.00 feet; thence South 73°08'25" East, 10.79 feet; thence 99.55 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 21°56'15" and a chord bearing and distance of South 62°10'18" East, 98.94 feet; thence 167.99 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 48°07'37" and a chord bearing and distance of North 14°01'11" East, 163.10 feet; thence North 10°02'37" West, 46.30 feet; thence 110.09 feet along a curve to the left, said curve having a radius of 420.00 feet, a central angle of 15°01'05" and a chord bearing and distance of North 17°33'10" West, 109.77 feet; thence 102.46 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 22°34'46" and a chord bearing and distance of North 13°46'19" West, 101.80 feet; thence North 02°28'56" West, 88.19 feet; thence 102.50 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 22°35'14" and a chord bearing and distance of North 08°48'41" East, 101.84 feet; thence North 20°06'18" East, 88.38 feet; thence 78.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°35'14" and a chord bearing and distance of North 08°48'41" East, 78.33 feet; thence North 02°28'56" West, 122.01 feet, to the Point of Beginning. All of the above containing 1.679 Acres.

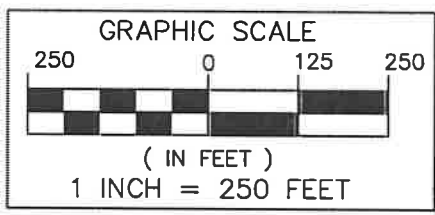
Tax Parcel Number:

EXHIBIT B



SEE SHEET #3

SEE SHEET #4



ROAD RIGHT-OF-WAY DEDICATION (1.679 AC)

SUBJECT PROPERTY & SHEET INDEX

 **SEIBER, KEAST ENGINEERING, L.L.C.**
 CONSULTING ENGINEERS
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
 PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN
 SECTION 20, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	9-22-17
JOB NO.:	12-009
DWG FILE:	12-C09EE-P2-ROW
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	1 OF 4

P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-ROW-INTERIOR.dwg

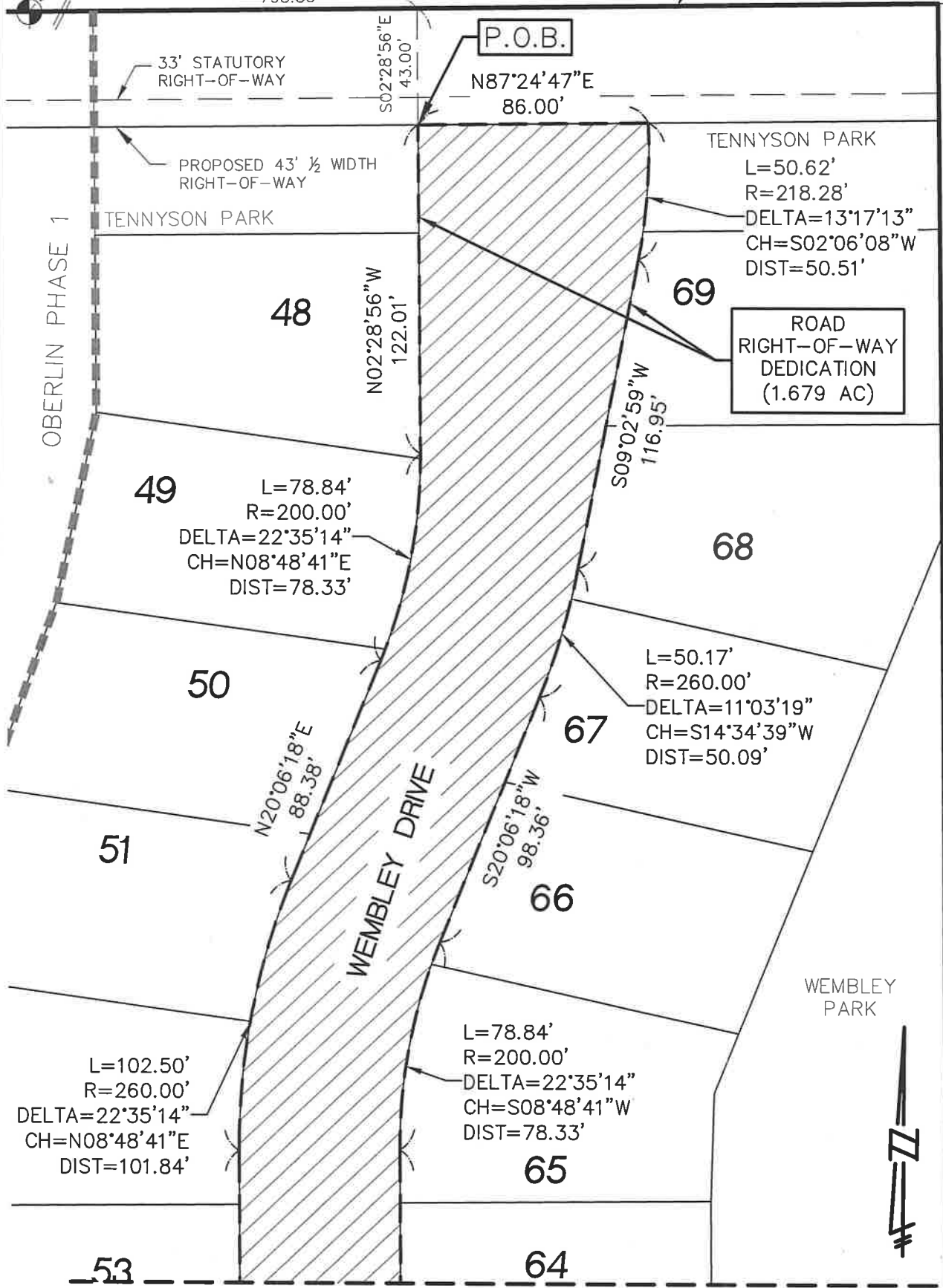
EXHIBIT C

ELEVEN MILE ROAD

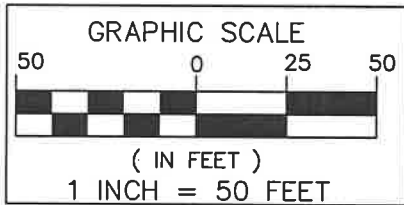
NORTH 1/4
CORNER
SECTION 20
T.1N., R.8E.

N87°24'47"E
795.36'

NORTH LINE OF SECTION
20 AND THE CENTERLINE
OF ELEVEN MILE ROAD



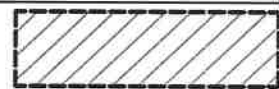
TAX ID:
22-20-200-003



MATCHLINE - SEE SHEET 3

ROAD RIGHT-OF-WAY
DEDICATION
(1.679 AC)

PHASE 2
ROAD R.O.W. DEDICATION
(INTERIOR ROAD)



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

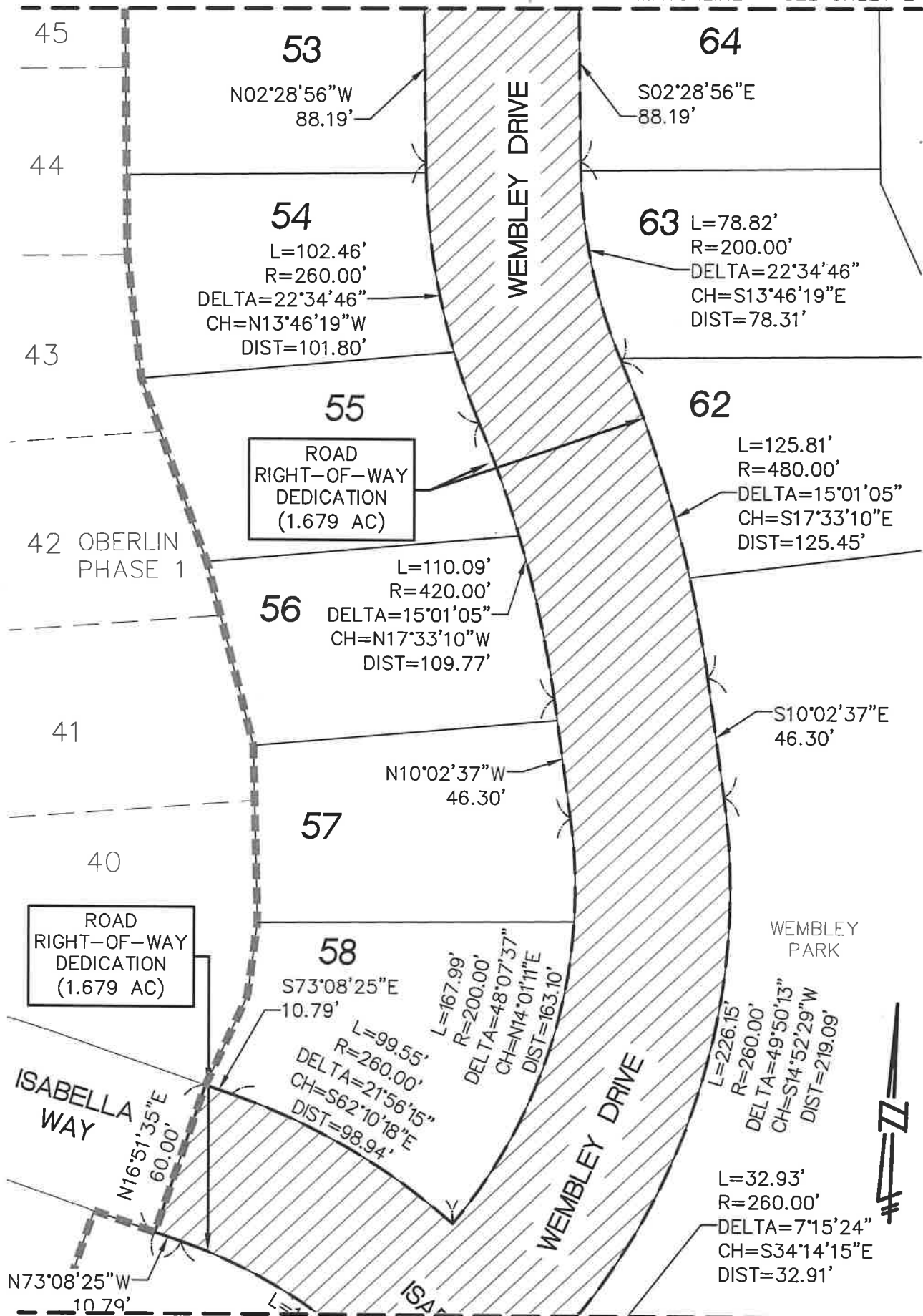
SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	5-22-17
JOB NO.:	12-009
DWG FILE:	12-009EE-P2-ROW
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	2 OF 4

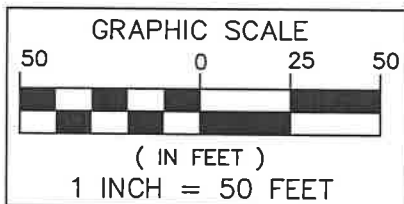
P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-ROW-INTERIOR.dwg

EXHIBIT C

MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 4



ROAD RIGHT-OF-WAY DEDICATION (1.679 AC)

PHASE 2 ROAD R.O.W. DEDICATION (INTERIOR ROAD)



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
 PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

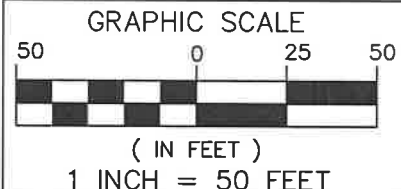
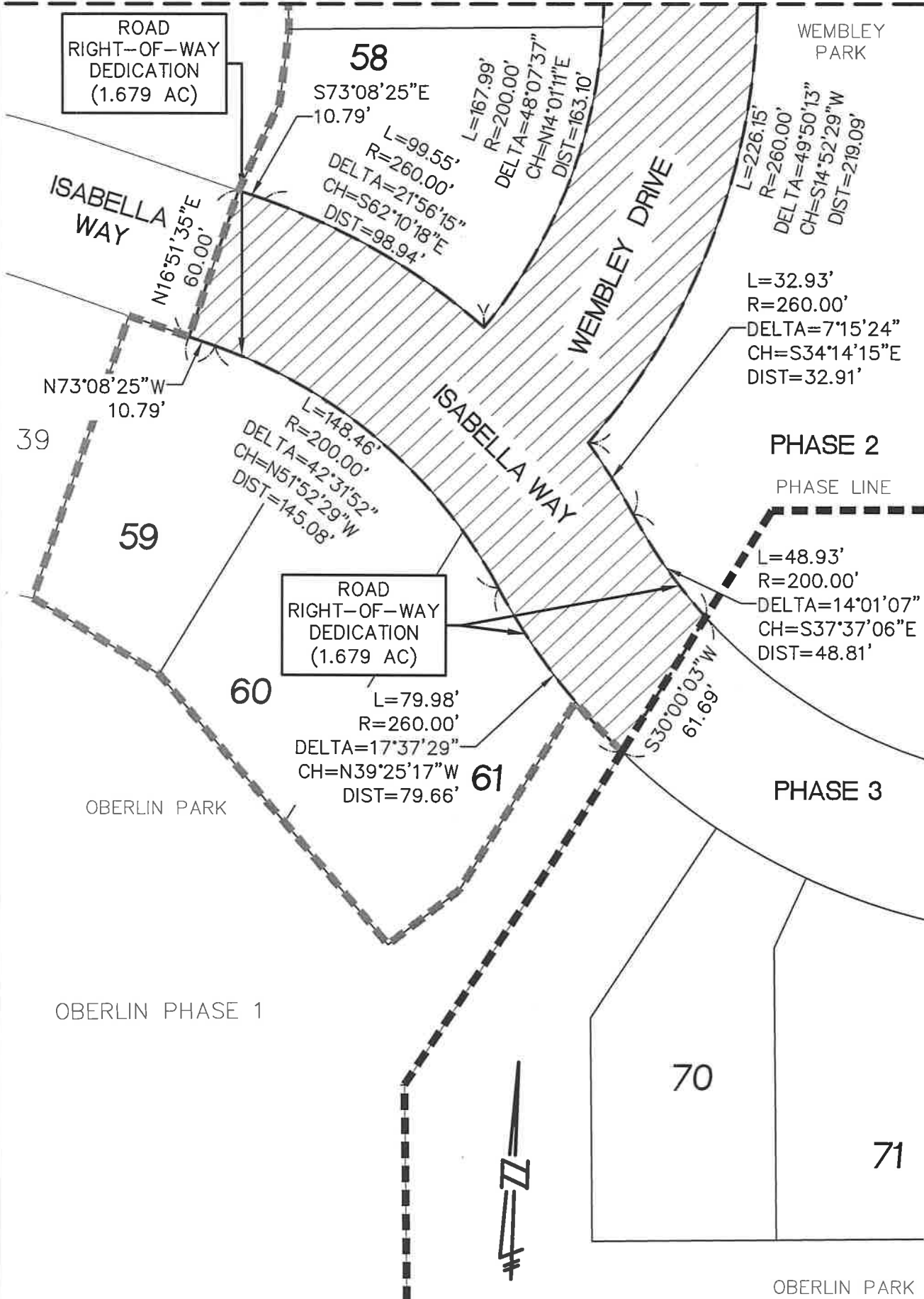
SECTION 20, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	9-22-17
JOB NO.:	12-009
DWG FILE:	12-009EE-P2-ROW
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	3 OF 4

P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-ROW-INTERIOR.dwg

EXHIBIT C

MATCHLINE - SEE SHEET 3



P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-ROW-INTERIOR.dwg



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	9-22-17
JOB NO.:	12-009
DWG FILE:	12-009EE-P2-ROW
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	4 OF 4

BILL OF SALE
(Phase 2 Interior Road Dedication)

KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the street paving according to the public rights-of-way therefore established described as follows:

See attached and incorporated *Exhibit A, Legal Description*

In witness whereof, the undersigned has executed these presents this 26th day of August, 2021.

Signed by

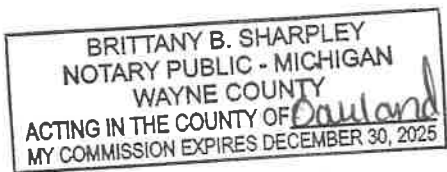
Pulte Homes of Michigan LLC,
a Michigan limited liability company

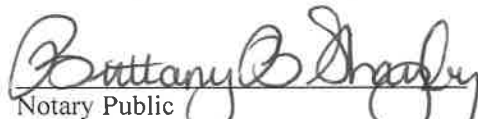


By: Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of August, 2021 by Christopher Plumb, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company on behalf of the company.




Notary Public
Wayne County, Michigan
My Commission Expires: 12/30/2025

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

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

EXHIBIT A

Legal Description

Property in the City of Novi, County of Oakland, State of Michigan, more particularly described as:

A Road Right-of-Way Dedication located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87°24'47" East, 795.36 feet, along the North line of said Section 20 and centerline of Eleven Mile Road; thence South 02°28'56" East, 43.00 feet, for a POINT OF BEGINNING; thence North 87°24'47" East, 86.00 feet; thence 50.62 feet along a curve to the right, said curve having a radius of 218.28 feet, a central angle of 13°17'13" and a chord bearing and distance of South 02°06'08" West, 50.51 feet; thence South 09°02'59" West, 116.95 feet; thence 50.17 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 11°03'19" and a chord bearing and distance of South 14°34'39" West, 50.09 feet; thence South 20°06'18" West, 98.36 feet; thence 78.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°35'14" and a chord bearing and distance of South 08°48'41" West, 78.33 feet; thence South 02°28'56" East, 88.19 feet; thence 78.82 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°34'46" and a chord bearing and distance of South 13°46'19" East, 78.31 feet; thence 125.81 feet along a curve to the right, said curve having a radius of 480.00 feet, a central angle of 15°01'05" and a chord bearing and distance South 17°33'10" East, 125.45 feet; thence South 10°02'37" East, 46.30 feet; thence 226.15 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 49°50'13" and a chord bearing and distance of South 14°52'29" West, 219.09 feet; thence 32.93 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 07°15'24" and a chord bearing and distance of South 34°14'15 East, 32.91 feet; thence 48.93 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 14°01'07" and a chord bearing and distance of South 37°37'06" East, 48.81 feet; thence South 30°00'03" West, 61.69 feet; thence 79.98 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17°37'29" and a chord bearing and distance of North 39°25'17" West, 79.66 feet; thence 148.46 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 42°31'52" and a chord bearing and distance of North 51°52'29" West, 145.08 feet; thence North 73°08'25" West, 10.79 feet; thence North 16°51'35" East, 60.00 feet; thence South 73°08'25" East, 10.79 feet; thence 99.55 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 21°56'15" and a chord bearing and distance of South 62°10'18" East, 98.94 feet; thence 167.99 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 48°07'37" and a chord bearing and distance of North 14°01'11" East, 163.10 feet; thence North 10°02'37" West, 46.30 feet; thence 110.09 feet along a curve to the left, said curve having a radius of 420.00 feet, a central angle of 15°01'05" and a chord bearing and distance of North 17°33'10" West, 109.77 feet; thence 102.46 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 22°34'46" and a chord bearing and distance of North 13°46'19" West, 101.80 feet; thence North 02°28'56" West, 88.19 feet; thence 102.50 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 22°35'14" and a chord bearing and distance of North 08°48'41" East, 101.84 feet; thence North 20°06'18" East, 88.38 feet; thence 78.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°35'14" and a chord bearing and distance of North 08°48'41" East, 78.33 feet; thence North 02°28'56" West, 122.01 feet, to the Point of Beginning. All of the above containing 1.679 Acres.

Tax Parcel Number:



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

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

File No. 913159

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 913159

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

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

Issuing Office File No.: 913159

Commitment No.: 913159

Property Address: Road and Easement Dedications, Oberlin
Condominium, 11 Mile Road, Novi, MI

Revision:

SCHEDULE A

1. Commitment Date: July 23, 2021 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: A natural person or legal entity to be determined
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

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

The Owners of Units within Oberlin Condominium, as to their percentage of interests in the general and limited common elements
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 913159

Commitment No.: 913159

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

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

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11. If the Land is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 913159

Commitment No.: 913159

SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Oil, Gas and Mineral Lease in favor of Somoco, Inc., as disclosed by instrument dated April 30, 1985, and recorded in [Liber 9086, page 489](#), and Mesne Assignments thereof, if any. Pooling Declaration and Agreement recorded in [Liber 9688, page 178](#). Ratification of pooling Declaration and Agreement recorded in [Liber 9767, page 371](#) through [Liber 9767, page 393](#). Reformation of Unit Area recorded in [Liber 10206, page 193](#). Assignment of Overriding Royalty recorded in [Liber 10265, page 537](#) and [Liber 10265, page 549](#). Assignment of Overriding Royalty recorded in [Liber 10460, page 568](#), Corrected Assignment of Overriding Royalty recorded in [Liber 11314, page 266](#) and [Liber 12918, page 326](#). Stipulation of Interest and Direction of Payment recorded in [Liber 10754, page 341](#). Assignment of Overriding Royalty recorded in [Liber 10864, page 767](#). Quit Claim Deeds recorded in

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[Liber 10546, page 387](#) and in [Liber 11022, page 187](#). Assignment of Overriding Royalty interest recorded in [Liber 16895, page 433](#) and [Liber 52086, page 221](#). Lessee's Release of Surface Rights recorded in [Liber 42082, page 418](#). Indemnity Agreement recorded in [Liber 50308, page 680](#), as to Parcels 1 and 2.

Said interest is encumbered by the following: Deed of Trust, Mortgage, Security Agreement & Assignment - Oil & Gas, executed by Harry L. Graham to Wayne Merritt, United Bank, N.A., dated September 18, 1989, recorded October 6, 1989 in [Liber 11095, page 524](#), partially discharged as disclosed by Discharge of Mortgage dated January 22, 1990, recorded January 31, 1990, in [Liber 11245, page 639](#). Mortgage, Security Agreement, Financing Statement and Assignment of Oil and Gas Interest, executed by Robert E. Tucker, Jr. to Old Kent Bank-Grand Traverse, dated June 1, 1992, recorded October 6, 1992 in [Liber 12967, page 767](#).

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.

8. Oil, Gas and Mineral Lease in favor of Somoco, Inc., as disclosed by instrument dated April 25, 1985, and recorded in [Liber 9086, page 501](#), and Mesne Assignments thereof, if any. Ratification of Oil Gas Lease recorded in [Liber 9439, page 190](#). Pooling Declaration and Agreement recorded in [Liber 9688, page 178](#). Ratification of Pooling Declaration and Agreement recorded in [Liber 9767, page 371](#) through [Liber 9767, page 393](#). Reformation of Unit Area recorded in [Liber 10206, page 193](#). Assignment of Overriding Royalty recorded in [Liber 10265, page 537](#) and [Liber 10265, page 549](#). Assignment of Overriding Royalty recorded in [Liber 10460, page 568](#), Corrected Assignment of Overriding Royalty recorded in [Liber 11314, page 266](#) and [Liber 12918, page 326](#). Stipulation of interest and Direction of Payment recorded in [Liber 10754, page 341](#). Assignment of Overriding Royalty recorded in [Liber 10864, page 767](#). Quit Claim Deeds recorded in [Liber 10546, page 387](#) and in [Liber 11022, page 187](#). Assignment of Overriding Royalty interest recorded in [Liber 16895, page 433](#) and [Liber 52086, page 221](#). Lessee's Release of Surface Rights by and between Somoco, Inc., a Michigan corporation and Jerome G. Chappel and Barbara C. Chappel, husband and wife, recorded in [Liber 48987, page 740](#), as to Parcels 2, 3, 4, 5 and 6.

Said interest is encumbered by the following: Deed of Trust, Mortgage, Security Agreement & Assignment - Oil & Gas, executed by Harry L. Graham to Wayne Merritt, United Bank, N.A., dated September 18, 1989, recorded October 6, 1989 in [Liber 11095, page 524](#), partially discharged as disclosed by Discharge of Mortgage dated January 22, 1990, recorded January 31, 1990, in [Liber 11245, page 639](#). Mortgage, Security Agreement, Financing Statement and Assignment of Oil and Gas Interest, executed by Robert E. Tucker, Jr. to Old Kent Bank-Grand Traverse, dated June 1, 1992, recorded October 6, 1992 in [Liber 12967, page 767](#).

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.

9. Mineral Deeds as disclosed by instruments recorded in [Liber 10849, page 349](#) and in [Liber 11008, page 428](#), as to Parcels 1 and 2.

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.

10. Mineral Deed as disclosed by instrument recorded in [Liber 39855, page 390](#) and Partial Release of Certain Rights to the Surface of Real Property as disclosed by instrument recorded in [Liber 42489, page 772](#), as to Parcels 1 and 2.

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.

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11. Terms and Conditions contained in Planned Rezoning Overlay (Pro) Agreement as disclosed by instrument recorded in [Liber 38684, page 1](#).
12. Terms and Conditions contained in Reciprocal Sanitary Sewer Line Easement Agreement as disclosed by instrument recorded in [Liber 42489, page 776](#), as to Parcel 1.
13. The rights of Co-Owners and the Administering Body as set forth in the Master Deed and Act 59 of the Public Acts of 1978 as amended. The rights of Co-Owners and the Administering Body, easements, restrictions and other terms, covenants and conditions set forth in the Master Deed and Exhibits thereto recorded in [Liber 49511, page 694](#), Oakland County Records, and any amendments thereto. First Amendment to Master Deed recorded in [Liber 50059, page 672](#). Second Amendment to Master Deed recorded in [Liber 50864, page 832](#). Third Amendment to Master Deed recorded in [Liber 51094, page 704](#). Fourth Amendment to Master Deed recorded in [Liber 53527, page 465](#)
14. DTE Electric Company Underground Residential Distribution Easement (Right of Way) in favor of DTE Electric Company and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 49934, page 105](#), as to Parcels 1 and 2.
15. Sanitary Sewer System Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 50308, page 656](#), as to Parcel 2.
16. Water System Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 50308, page 671](#), as to Parcel 2.
17. Sanitary Sewer System Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 52044, page 632](#), as to Parcel 2.
Amended and Restated Sanitary Sewer System Easement recorded in Liber _____, page _____.
18. Water System Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 52044, page 662](#), as to Parcel 2.
19. Woodland/Wetland/Open Space Conservation Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 53757, page 478](#), as to Parcels 4, 5 and 6.
20. Sanitary Sewer System Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber _____, page _____, as to Parcel 4.
21. Sidewalk Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber _____, page _____, as to Parcel 5.
22. Water System Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber _____, page _____, as to Parcel 6.
23. Rights of other riparian owners and to the public trust in and to the waters of the drain crossing subject property, as to Parcels 2, 3, 4 and 5.
24. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the public records.
25. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
26. Rights of tenants, if any, under any unrecorded leases.
27. Lien for outstanding water or sewer charges, if any.

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First American

Schedule C

ISSUED BY

First American Title Insurance Company

File No:913159

Commitment No.: 913159

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

PARCEL 1:

INTERIOR ROAD RIGHT-OF-WAY DEDICATION (Phase 1)

A Road Right-of-Way Dedication located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87 degrees 24 minutes 47 seconds East, 674.55 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road; thence South 02 degrees 28 minutes 56 seconds East, 43.00 feet; thence South 87 degrees 24 minutes 47 seconds West, 405.44 feet; thence South 02 degrees 28 minutes 56 seconds East, 10.51 feet; thence 61.81 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 17 degrees 42 minutes 29 seconds and a chord bearing and distance of South 06 degrees 22 minutes 19 seconds West, 61.57 feet; thence South 15 degrees 13 minutes 33 seconds West, 52.09 feet; thence 46.87 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 10 degrees 19 minutes 43 seconds and a chord bearing and distance of South 20 degrees 23 minutes 24 seconds West, 46.81 feet; thence 97.87 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 28 degrees 02 minutes 12 seconds and a chord bearing and distance of South 11 degrees 32 minutes 10 seconds West, 96.89 feet; thence South 02 degrees 28 minutes 56 seconds East, 332.64 feet; thence 83.06 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23 degrees 47 minutes 37 seconds and a chord bearing and distance of South 14 degrees 22 minutes 44 seconds East, 82.46 feet; thence 107.97 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23 degrees 47 minutes 37 seconds and a chord bearing and distance of South 14 degrees 22 minutes 44 seconds East, 107.20 feet; thence 3.72 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 00 degree 34 minutes 36 seconds and a chord bearing and distance of South 02 degrees 46 minutes 14 seconds East, 3.72 feet; thence North 87 degrees 31 minutes 04 seconds East, 212.91 feet; thence 25.08 feet along a curve to the right, said curve having a radius of 380.00 feet, a central angle of 03 degrees 46 minutes 56 seconds and a chord bearing and distance of North 89 degrees 24 minutes 32 seconds East, 25.08 feet; thence 21.35 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 06 degrees 07 minutes 04 seconds and a chord bearing and distance of North 01 degree 33 minutes 28 seconds West, 21.34 feet; thence North 04 degrees 35 minutes 34 seconds West, 40.06 feet; thence 80.92 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23 degrees 10 minutes 57 seconds and a chord bearing and distance of North 16 degrees 11 minutes 02 seconds West, 80.37 feet; thence 114.78 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 25 degrees 17 minutes 34 seconds and a chord bearing and distance of North 15 degrees 07 minutes 43 seconds West, 113.85 feet; thence North 02 degrees 28 minutes 56 seconds West, 201.39 feet; thence 186.64 feet along a curve to the right, said curve having a radius of 300.00 feet, a central angle of 35 degrees 38 minutes 44 seconds and a chord bearing and distance of North 15 degrees 20 minutes 26 seconds East, 183.64 feet; thence 33.47 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 45 degrees 39 minutes 30 seconds and a chord bearing and distance of North 10 degrees 20 minutes 04 seconds East, 32.59 feet; thence 341.54 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 279 degrees 33 minutes 25 seconds and a chord bearing and distance of South 52 degrees 42 minutes 59 seconds East, 90.40 feet; thence 41.72 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 56 degrees 54 minutes 27 seconds and a chord bearing and distance of South 58 degrees 36

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minutes 30 seconds West, 40.02 feet; thence 136.71 feet along a curve to the left, said curve having a radius of 240.00 feet, a central angle of 32 degrees 38 minutes 13 seconds and a chord bearing and distance of South 13 degrees 50 minutes 10 seconds West, 134.87 feet; thence South 02 degrees 28 minutes 56 seconds East, 201.39 feet; thence 88.29 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 25 degrees 17 minutes 34 seconds and a chord bearing and distance of South 15 degrees 07 minutes 43 seconds East, 87.57 feet; thence 105.20 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23 degrees 10 minutes 57 seconds and a chord bearing and distance of South 16 degrees 11 minutes 02 seconds East, 104.48 feet; thence South 04 degrees 35 minutes 34 seconds East, 40.05 feet; thence 32.30 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 07 degrees 07 minutes 01 second and a chord bearing and distance of South 01 degree 03 minutes 19 seconds East, 32.27 feet; thence 43.00 feet along a curve to the right, said curve having a radius of 380.00 feet, a central angle of 06 degrees 29 minutes 01 second and a chord bearing and distance of South 76 degrees 22 minutes 55 seconds East, 42.98 feet; thence South 73 degrees 08 minutes 25 seconds East, 62.27 feet; thence South 16 degrees 51 minutes 35 seconds West, 60.00 feet; thence North 73 degrees 08 minutes 25 seconds West, 62.27 feet; thence 108.03 feet along a curve to the left, said curve having a radius of 320.00 feet, a central angle of 19 degrees 20 minutes 31 seconds and a chord bearing and distance of North 82 degrees 48 minutes 40 seconds West, 107.51 feet; thence South 87 degrees 31 minutes 04 seconds West, 209.74 feet; thence 8.59 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 01 degree 08 minutes 40 seconds and a chord bearing and distance of South 03 degrees 03 minutes 16 seconds East, 8.59 feet; thence South 02 degrees 28 minutes 56 seconds East, 53.78 feet; thence 29.08 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 39 degrees 40 minutes 12 seconds and a chord bearing and distance of South 22 degrees 19 minutes 02 seconds East, 28.50 feet; thence 340.38 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 278 degrees 36 minutes 25 seconds and a chord bearing and distance of North 82 degrees 50 minutes 55 seconds West, 91.29 feet; thence 43.20 feet along a curve to the left, said curve having a radius of 42.00 feet, a central angle of 58 degrees 56 minutes 13 seconds and a chord bearing and distance of North 26 degrees 59 minutes 11 seconds East, 41.32 feet; thence North 02 degrees 28 minutes 56 seconds West, 29.34 feet; thence 33.49 feet along a curve to the left, said curve having a radius of 370.00 feet, a central angle of 05 degrees 11 minutes 10 seconds and a chord bearing and distance of North 05 degrees 04 minutes 31 seconds West, 33.48 feet; thence 38.92 feet along a curve to the right, said curve having a radius of 430.00 feet, a central angle of 05 degrees 11 minutes 10 seconds and a chord bearing and distance of North 05 degrees 04 minutes 31 seconds West, 38.91 feet; thence 83.06 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 23 degrees 47 minutes 37 seconds and a chord bearing and distance of North 14 degrees 22 minutes 44 seconds West, 82.46 feet; thence 107.97 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 23 degrees 47 minutes 37 seconds and a chord bearing and distance of North 14 degrees 22 minutes 44 seconds West, 107.20 feet; thence North 02 degrees 28 minutes 56 seconds West, 332.64 feet; thence 110.58 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 24 degrees 22 minutes 08 seconds and a chord bearing and distance of North 09 degrees 42 minutes 08 seconds East, 109.75 feet; thence 85.06 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 24 degrees 22 minutes 08 seconds and a chord bearing and distance of North 09 degrees 42 minutes 08 seconds East, 84.42 feet; thence North 02 degrees 28 minutes 56 seconds West, 68.14 feet; thence South 87 degrees 24 minutes 47 seconds West, 183.10 feet, to a point on the North and South 1/4 line of said Section 20; thence North 02 degrees 29 minutes 20 seconds West, 43.00 feet, along the North and South 1/4 line of said Section 20, to the POINT OF BEGINNING. EXCEPT, a Road Right-of-Way, being more particularly described as commencing at the North 1/4 Corner of said Section 20, for a POINT OF BEGINNING; thence North 87 degrees 24 minutes 47 seconds East, 674.55 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road; thence South 02 degrees 28 minutes 56 seconds East, 43.00 feet; thence South 87 degrees 24 minutes 47 seconds West, 674.54 feet; thence North 02 degrees 29 minutes 20 seconds West, 43.00 feet, to the POINT OF BEGINNING, as recorded in Liber 51947, page 38, Oakland County Records.

PARCEL 2:

INTERIOR ROAD RIGHT-OF-WAY DEDICATION (Phase 2)

A Road Right-of-Way Dedication located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87 degrees 24 minutes 47 seconds East, 795.36 feet, along the North line of said Section 20 and centerline of

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Eleven Mile Road; thence South 02 degrees 28 minutes 56 seconds East, 43.00 feet, for a POINT OF BEGINNING; thence North 87 degrees 24 minutes 47 seconds East, 86.00 feet; thence 50.62 feet along a curve to the right, said curve having a radius of 218.28 feet, a central angle of 13 degrees 17 minutes 13 seconds and a chord bearing and distance of South 02 degrees 06 minutes 08 seconds West, 50.51 feet; thence South 09 degrees 02 minutes 59 seconds West, 116.95 feet; thence 50.17 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 11 degrees 03 minutes 19 seconds and a chord bearing and distance of South 14 degrees 34 minutes 39 seconds West, 50.09 feet; thence South 20 degrees 06 minutes 18 seconds West, 98.36 feet; thence 78.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22 degrees 35 minutes 14 seconds and a chord bearing and distance of South 08 degrees 48 minutes 41 seconds West, 78.33 feet; thence South 02 degrees 28 minutes 56 seconds East, 88.19 feet; thence 78.82 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22 degrees 34 minutes 46 seconds and a chord bearing and distance of South 13 degrees 46 minutes 19 seconds East, 78.31 feet; thence 125.81 feet along a curve to the right, said curve having a radius of 480.00 feet, a central angle of 15 degrees 01 minute 05 seconds and a chord bearing and distance South 17 degrees 33 minutes 10 seconds East, 125.45 feet; thence South 10 degrees 02 minutes 37 seconds East, 46.30 feet; thence 226.15 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 49 degrees 50 minutes 13 seconds and a chord bearing and distance of South 14 degrees 52 minutes 29 seconds West, 219.09 feet; thence 32.93 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 07 degrees 15 minutes 24 seconds and a chord bearing and distance of South 34 degrees 14 minutes 15 seconds East, 32.91 feet; thence 48.93 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 14 degrees 01 minute 07 seconds and a chord bearing and distance of South 37 degrees 37 minutes 06 seconds East, 48.81 feet; thence South 30 degrees 00 minutes 03 seconds West, 61.69 feet; thence 79.98 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 17 degrees 37 minutes 29 seconds and a chord bearing and distance of North 39 degrees 25 minutes 17 seconds West, 79.66 feet; thence 148.46 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 42 degrees 31 minutes 52 seconds and a chord bearing and distance of North 51 degrees 52 minutes 29 seconds West, 145.08 feet; thence North 73 degrees 08 minutes 25 seconds West, 10.79 feet; thence North 16 degrees 51 minutes 35 seconds East, 60.00 feet; thence South 73 degrees 08 minutes 25 seconds East, 10.79 feet; thence 99.55 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 21 degrees 56 minutes 15 seconds and a chord bearing and distance of South 62 degrees 10 minutes 18 seconds East, 98.94 feet; thence 167.99 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 48 degrees 07 minutes 37 seconds and a chord bearing and distance of North 14 degrees 01 minute 11 seconds East, 163.10 feet; thence North 10 degrees 02 minutes 37 seconds West, 46.30 feet; thence 110.09 feet along a curve to the left, said curve having a radius of 420.00 feet, a central angle of 15 degrees 01 minute 05 seconds and a chord bearing and distance of North 17 degrees 33 minutes 10 seconds West, 109.77 feet; thence 102.46 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 22 degrees 34 minutes 46 seconds and a chord bearing and distance of North 13 degrees 46 minutes 19 seconds West, 101.80 feet; thence North 02 degrees 28 minutes 56 seconds West, 88.19 feet; thence 102.50 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 22 degrees 35 minutes 14 seconds and a chord bearing and distance of North 08 degrees 48 minutes 41 seconds East, 101.84 feet; thence North 20 degrees 06 minutes 18 seconds East, 88.38 feet; thence 78.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22 degrees 35 minutes 14 seconds and a chord bearing and distance of North 08 degrees 48 minutes 41 seconds East, 78.33 feet; thence North 02 degrees 28 minutes 56 seconds West, 122.01 feet, to the POINT OF BEGINNING.

PARCEL 3:

INTERIOR ROAD RIGHT-OF-WAY DEDICATION (Phase 3)
(And Road access for Sanitary Sewer easement that is Parcel 4)
(And Road access for Water Main easement that is Parcel 6)

A Road Right-of-Way Dedication located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87 degrees 24 minutes 47 seconds East, 989.50 feet, along the North line of said Section 20 and centerline of Eleven Mile Road; thence South 02 degrees 30 minutes 48 seconds East, 1098.45 feet, for a POINT OF BEGINNING; thence continuing South 02 degrees 30 minutes 48 seconds East, 60.00 feet; thence South 87 degrees 27 minutes 14 seconds West, 21.33 feet; thence 201.08 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 44 degrees 18 minutes 44 seconds and a chord bearing and distance of North 70 degrees 23 minutes 24

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seconds West, 196.11 feet; thence North 30 degrees 00 minutes 03 seconds East, 61.69 feet; thence 167.27 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 47 degrees 55 minutes 06 seconds and a chord bearing and distance of South 68 degrees 35 minutes 13 seconds East, 162.43 feet; thence North 87 degrees 27 minutes 14 seconds East, 21.36 feet, to the POINT OF BEGINNING.

PARCEL 4:

SANITARY SEWER (Phase 3)

Sanitary Sewer Easement located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87 degrees 24 minutes 47 seconds East, 989.50 feet, along the North line of said Section 20 and centerline of Eleven Mile Road; thence South 02 degrees 30 minutes 48 seconds East, 1158.45 feet, for a POINT OF BEGINNING; thence continuing South 02 degrees 30 minutes 48 seconds East, 15.00 feet; thence South 87 degrees 27 minutes 14 seconds West, 21.32 feet; thence 209.57 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 43 degrees 39 minutes 47 seconds and a chord bearing and distance of North 70 degrees 42 minutes 52 seconds West, 204.53 feet; thence North 30 degrees 01 minute 02 seconds East, 15.30 feet; thence 201.08 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 44 degrees 18 minutes 44 seconds and a chord bearing and distance of South 70 degrees 23 minutes 24 seconds East, 196.11 feet; thence North 87 degrees 27 minutes 14 seconds East, 21.33 feet, to the POINT OF BEGINNING.

PARCEL 5:

SIDEWALK EASEMENT (Phase 3)

A Sidewalk Easement, located in the Northeast 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 North 1/4 Corner of said Section 20; thence South 02 degrees 29 minutes 20 seconds East, 1318.13 feet, along the North and South 1/4 line of said Section 20; thence North 87 degrees 12 minutes 05 seconds East, 767.07 feet, for a POINT OF BEGINNING; thence North 02 degrees 32 minutes 46 seconds West, 129.75 feet; thence North 31 degrees 36 minutes 35 seconds East, 91.04 feet; thence 7.00 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 01 degree 32 minutes 34 seconds and a chord bearing and distance of South 57 degrees 54 minutes 27 seconds East, 7.00 feet; thence South 31 degrees 36 minutes 35 seconds West, 88.83 feet; thence South 02 degrees 32 minutes 46 seconds East, 127.57 feet; thence South 87 degrees 12 minutes 05 seconds West, 7.00 feet, to the POINT OF BEGINNING.

PARCEL 6:

WATER MAIN (PHASE 3)

An Easement for Water Main located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence South 02 degrees 29 minutes 20 seconds East, 1318.13 feet, along the North and South 1/4 line of said Section 20; thence North 87 degrees 12 minutes 05 seconds East, 908.07 feet, for a POINT OF BEGINNING; thence North 02 degrees 32 minutes 46 seconds West, 163.58 feet; thence 20.40 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 04 degrees 29 minutes 43 seconds and a chord bearing and distance of South 81 degrees 16 minutes 41 seconds East, 20.39 feet; thence South 02 degrees 32 minutes 46 seconds East, 159.51 feet; thence South 87 degrees 12 minutes 05 seconds West, 20.00 feet, to the POINT OF BEGINNING.

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www.tmasphalt.com



T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with Pulte Homes of Michigan, LLC

to provide Paving

for the improvement of the property described as:

Oberlin Park Ph. 1
Novi, MI
Project # 916162

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 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.

T & M Asphalt Paving, Inc.



Signature of lien claimant

Address: 4855 Old Plank Road
Milford, MI 48381

Telephone: 248-684-2300


Signed on: 10-6-22

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

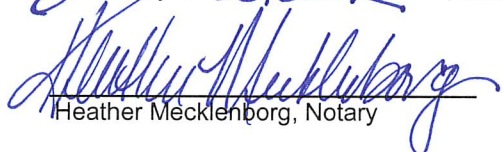
That the contractor had not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she make the foregoing statement as the contractor or as President of the contractor 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 lien, 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: 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 MICHIGAN CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAME OR HAS DIED.


Deponent: Darryl Fegan

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 MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this
6 day of October, 2022

Heather Mecklenborg, Notary

HEATHER MECKLENBORG
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 10, 2026
Acting in the County of _____

INV 163002
163064

www.tmasphalt.com



T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Geogrid

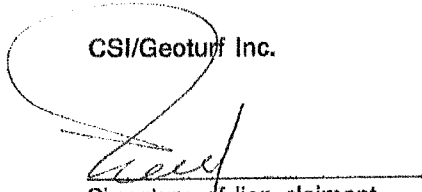
for the improvement of the property described as:

Oberlin Phase I (JOB # 916162)

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 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.

CSI/Geoturf Inc.



Signature of lien claimant

Address: 1500 Alloy Parkway
Highland, MI 48357

Telephone: (248) 887-6767

Signed on: September 20, 2016

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

www.tmasphalt.com



T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Asphalt

for the improvement of the property described as:

Oberlin Phase 1
Novi, MI
Project # 916162

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 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.

Cadillac Asphalt LLC

K Phillips
Signature of lien claimant

Address: 51777 West 12 Mile
Wixom, MI 48393

Telephone: (248) 380-3644

Signed on: 10-6-22

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

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AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with Pulte Homes of Michigan, LLC

to provide Paving

for the improvement of the property described as:

Oberlin Park Ph. 2 & 3
Novi, MI
Project # 917199

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 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.

T & M Asphalt Paving, Inc.

Signature of lien claimant

Address: 4855 Old Plank Road
Milford, MI 48381

Telephone: 248-684-2300

Signed on: 10-6-22

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

SWORN STATEMENT



STATE OF MICHIGAN } SS
 COUNTY OF OAKLAND }

Darryl Fegan, being duly sworn, deposes and says:

That T & M Asphalt Paving, Inc. is the contractor for an improvement to the following described real property situated in Oakland County, Michigan, described as follows:

Oberlin Phase 2 & 3
 Novi, MI
 Project Number: 917199

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

NAME ADDRESS AND PHONE NUMBER OF SUBCONTRACTOR SUPPLIER	TYPE OF IMPROVEMENT	TOTAL CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE	AMOUNT OF LABORER WAGES DUE BUT UNPAID	AMOUNT OF LABORER FRINGE BENEFITS AND WITHHOLDING DUE BUT UNPAID
Livingston Concrete	Concrete	44,871.48	44,871.48	0.00	0.00		
Cadillac Asphalt	Asphalt	161,474.99	161,474.99	0.00	0.00		
TR Transport	Aggregate	37,920.12	37,920.12	0.00	0.00		
TOTALS		244,266.59	244,266.59	0.00	0.00		

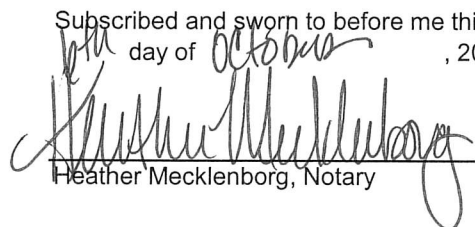
That the contractor had not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she make the foregoing statement as the contractor or as President of the contractor 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 lien, 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: 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 MICHIGAN CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAME OR HAS DIED.


Deponent: Darryl Fegan

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 MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this
10th day of October, 2022

Heather Mecklenborg, Notary

www.tmasphalt.com



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AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Concrete

for the improvement of the property described as:

Oberlin Phase 2-3

Novi, MI

Project # 917199

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 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.

Livingston Country Concrete



Signature of lien claimant

Address: 550 North Old US 23
Brighton, MI 48116

Telephone: 810-632-3030

Signed on: 10-6-22

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(248) 685-0550
Fax (248) 685-0580

FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Asphalt

for the improvement of the property described as:

Oberlin Phase 2-3

Novi, MI

Project # 917199

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 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.

Cadillac Asphalt LLC

K Phillips
Signature of lien claimant

Address: 51777 West 12 Mile
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Telephone: (248) 380-3644

Signed on: 10-6-22

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AMENDED AND RESTATED SANITARY SEWER SYSTEM EASEMENT

(PHASE 2 AND 3)

This Amended and Restated Sanitary Sewer Easement amends, restates and supersedes in its entirety the Sanitary Sewer System Easement recorded at Liber 52044, Page 632, dated March 8, 2018 and recorded on July 31, 2018, in Oakland County Records

KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan Limited Liability Company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A]

Tax Identification Numbers: 22-20-200-001 and 22-20-200-002

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]

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.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 26th day of August, 2021.

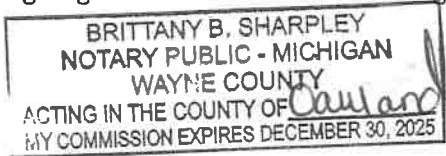
GRANTOR:

Pulte Homes of Michigan LLC, a Michigan limited liability company

By: *Chris*
Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 26th day of August, 2021, before me, personally appeared the above named Christopher Plumb, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company, 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.



Brittany B. Sharpley
Notary Public
Wayne County, MI
My commission expires 12/30/2025

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:
Nancy Willson
Bodman PLC
201 W. Big Beaver Road, Suite 500
Troy, Michigan 48084

EXHIBIT A

SUBJECT PARCEL:
OBERLIN PHASES 2 AND 3:

A PART OF THE NORTHEAST 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 NORTH 1/4 CORNER OF SAID SECTION 20; THENCE NORTH 87°24'47" EAST, 674.55 FEET, ALONG THE NORTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF ELEVEN MILE ROAD, FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 87°24'47" EAST, 314.95 FEET, ALONG THE NORTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF SAID ELEVEN MILE ROAD, (SAID POINT BEING SOUTH 87°24'47" WEST, 1651.21 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 20); THENCE SOUTH 02°30'48" EAST, 1314.47 FEET; THENCE SOUTH 87°12'05" WEST, 288.59 FEET; THENCE NORTH 02°47'55" WEST, 102.50 FEET; THENCE NORTH 31°48'59" EAST, 105.98 FEET; THENCE NORTH 30°01'02" EAST, 48.97 FEET; THENCE 26.60 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 05°51'46" AND A CHORD BEARING AND DISTANCE OF NORTH 45°18'09" WEST, 26.59 FEET; THENCE SOUTH 29°41'25" WEST, 86.31 FEET; THENCE SOUTH 50°39'14" WEST, 35.06 FEET; THENCE NORTH 42°36'09" WEST, 138.00 FEET; THENCE NORTH 61°27'40" WEST, 57.29 FEET; THENCE NORTH 16°51'35" EAST, 116.00 FEET; THENCE SOUTH 73°08'25" EAST, 24.89 FEET; THENCE NORTH 16°51'35" EAST, 60.00 FEET; THENCE NORTH 22°54'37" EAST, 38.17 FEET; THENCE NORTH 05°31'28" EAST, 28.63 FEET; THENCE NORTH 03°34'08" WEST, 68.42 FEET; THENCE NORTH 16°30'45" WEST, 73.00 FEET; THENCE NORTH 22°02'41" WEST, 74.55 FEET; THENCE NORTH 08°31'29" WEST, 47.85 FEET; THENCE NORTH 02°28'56" WEST, 174.93 FEET; THENCE NORTH 12°46'22" EAST, 74.63 FEET; THENCE NORTH 17°46'39" EAST, 84.85 FEET; THENCE NORTH 09°50'21" EAST, 72.18 FEET; THENCE NORTH 02°28'56" WEST, 148.91 FEET, TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 10.413 ACRES. ALL OF THE ABOVE BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN ELEVEN MILE ROAD. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

EXHIBIT B

Job No. 12-009

“OBERLIN - PHASE 2 and 3”

LEGAL DESCRIPTION

SANITARY SEWER

A Sanitary Sewer Easement located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87°24'47" East, 795.36 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road; thence South 02°28'56" East, 43.00 feet, for a POINT OF BEGINNING "A" and reference POINT "A"; thence continuing South 02°28'56" East, 122.01 feet; thence 78.84 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 22°35'14" and a chord bearing and distance of South 08°48'41" West, 78.33 feet; thence South 20°06'18" West, 88.38 feet; thence 102.50 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 22°35'14" and a chord bearing and distance of South 08°48'41" West, 101.84 feet; thence South 02°28'56" East, 88.19 feet; thence 102.46 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 22°34'46" and a chord bearing and distance of South 13°46'19" East, 101.80 feet; thence 110.09 feet along a curve to the right, said curve having a radius of 420.00 feet, a central angle of 15°01'05" and a chord bearing and distance of South 17°33'10" East, 109.77 feet; thence South 10°02'37" East, 46.30 feet; thence 167.99 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 48°07'37" and a chord bearing and distance of South 14°01'11" West, 163.10 feet; thence 15.00 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 03°18'23" and a chord bearing and distance of North 52°51'22" West, 15.00 feet, for a reference POINT "B"; thence 156.30 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of 48°24'25" and a chord bearing and distance of North 13°57'21" East, 151.69 feet; thence North 10°08'44" West, 38.16 feet; thence 113.64 feet along a curve to the left, said curve having a radius of 405.00 feet, a central angle of 16°04'35" and a chord bearing and distance of North 17°01'25" West, 113.26 feet; thence 108.37 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 22°34'46" and a chord bearing and distance of North 13°46'19" West, 107.67 feet; thence North 02°28'56" West, 88.19 feet; thence 108.41 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 22°35'14" and a chord bearing and distance of North 08°48'41" East, 107.71 feet; thence North 20°06'18" East, 88.38 feet; thence 72.93 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of 22°35'14" and a chord bearing and distance of North 08°48'41" East, 72.46 feet; thence North 02°28'56" West, 109.98 feet; thence South 87°24'47" West, 105.81 feet; thence North 02°28'56" West, 12.00 feet; thence North 87°24'47" East, 120.81 feet, to the Point of Beginning "A".

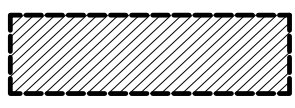
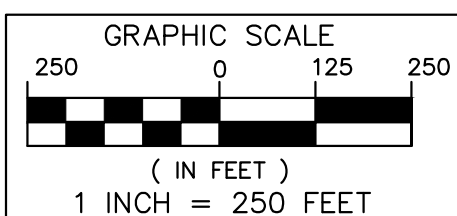
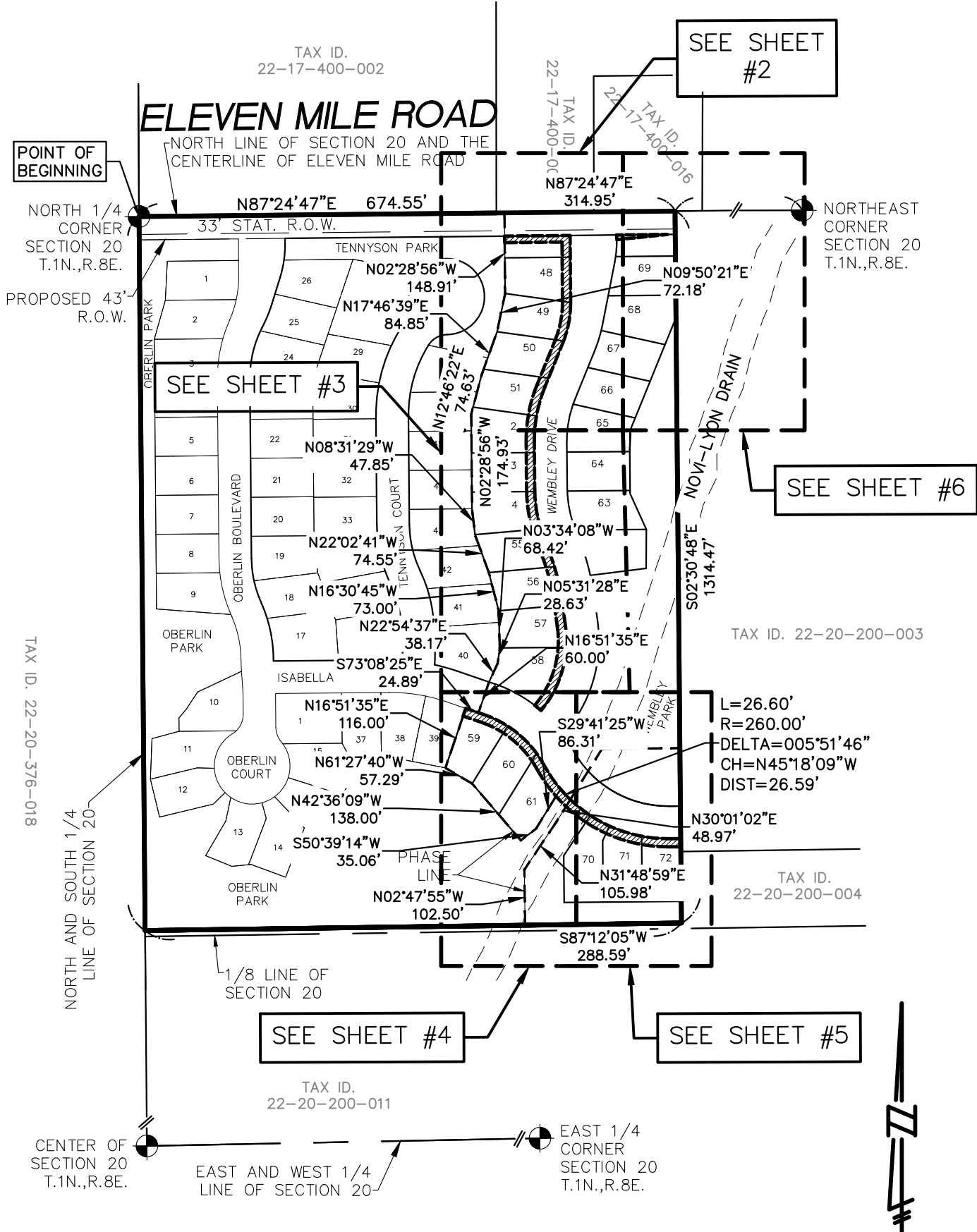
And also, commencing at said reference POINT "A"; thence North 87°24'47" East, 86.00 feet, for a POINT OF BEGINNING "B"; thence North 87°24'47" East, 93.85 feet; thence South 82°08'21" West, 94.13 feet; thence 8.65 feet along a curve to the left, said curve having a radius of 218.28 feet, a central angle of 02°16'17" and a chord bearing and distance of North 03°24'20" West, 8.65 feet, to the Point of Beginning "B".

And also, commencing at said reference POINT "B"; thence 84.54 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 18°37'52" and a chord bearing and distance of North 63°49'29" West, 84.17 feet; thence North 73°08'25" West, 35.68 feet; thence South 16°51'35" West, 60.00 feet, for a POINT OF BEGINNING "C"; thence South 73°08'25" East, 35.68 feet; thence 148.46 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 42°31'52" and a chord bearing and distance of South 51°52'29" East, 145.08 feet; thence 281.06 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 61°56'13" and a chord bearing and distance of South 61°34'39" East, 267.57 feet; thence North 87°27'14" East, 21.33 feet; thence South 02°30'48" East, 15.00 feet; thence

EXHIBIT B

South $87^{\circ}27'14''$ West, 21.32 feet; thence 297.28 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of $61^{\circ}56'13''$ and a chord bearing and distance of North $61^{\circ}34'39''$ West, 283.01 feet; thence 137.33 feet along a curve to the left, said curve having a radius of 185.00 feet, a central angle of $42^{\circ}31'52''$ and a chord bearing and distance of North $51^{\circ}52'29''$ West, 134.20 feet; thence North $73^{\circ}08'25''$ West, 35.68 feet; thence North $16^{\circ}51'35''$ East, 15.00 feet, to the Point of Beginning "C". All of the above containing 0.517 acres

EXHIBIT B



PHASE 2 & 3
EASEMENT FOR
SANITARY SEWER
(0.517 AC)

SUBJECT PROPERTY & SHEET INDEX

SKL SEIBER KEAST LEHNER ENGINEERING | SURVEYING

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	09-20-22
JOB NO.:	12-009
DWG:	12-009EE-PH2-3-COMB-SAN.dwg
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	1 OF 6

P:\12-009 Oberlin\EASEMENTS\Phase 2 and 3 combined Sanitary\12-009EE-PH2-3-COMB-SAN.dwg

EXHIBIT B

NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

ELEVEN MILE ROAD

N87°24'47"E
795.36'

NORTH LINE OF SECTION
20 AND THE CENTERLINE
OF ELEVEN MILE ROAD

33' STATUTORY
RIGHT-OF-WAY

S02°28'56"E
43.00'

P.O.B. 'A'

N02°28'56"W
12.00'

N87°24'47"E 120.81'

N87°24'47"E 86.00'

PROPOSED 43' 1/2 WIDTH
RIGHT-OF-WAY

S87°24'47"W
105.81'

TENNYSON PARK

L=8.65'
R=218.28'
DELTA=002°16'17"
CH=N03°24'20"W
DIST=8.65'

PT. 'A'

48

N02°28'56"W
109.98'

S02°28'56"E
122.01'

69



OBERLIN PHASE 1

49 L=72.93'
R=185.00'
DELTA=022°35'14"
CH=N08°48'41"E
DIST=72.46'

L=78.84'
R=200.00'
DELTA=022°35'14"
CH=S08°48'41"W
DIST=78.33'

68

50

N20°06'18"E
88.38'

S20°06'18"W
88.38'

WEMBLEY DRIVE

67

47

51

EASEMENT FOR
SANITARY SEWER
(0.340 AC)

66

46

L=108.41'
R=275.00'
DELTA=022°35'14"
CH=N08°48'41"E
DIST=107.71'

L=102.50'
R=260.00'
DELTA=022°35'14"
CH=S08°48'41"W
DIST=101.84'

65

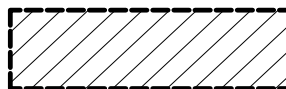
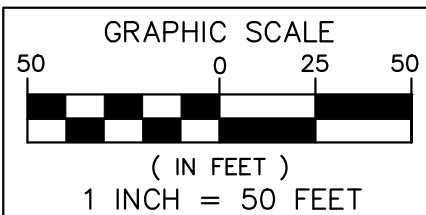
45

53

S02°28'56"E
88.19'

64

MATCHLINE - SEE SHEET 3



PHASE 2 & 3
EASEMENT FOR
SANITARY SEWER
(0.517 AC)

PHASE 2 & 3 - EASEMENT FOR SANITARY SEWER



CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

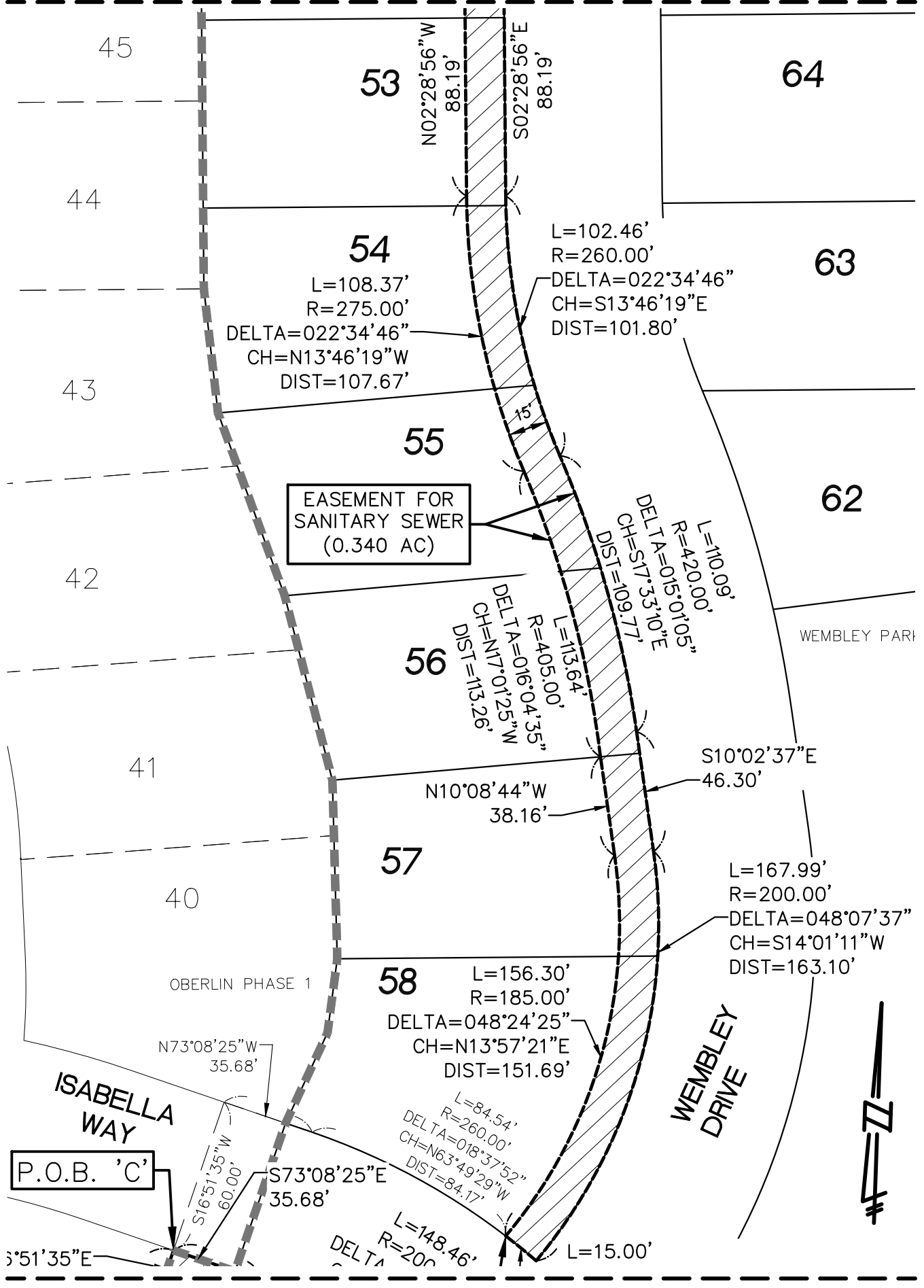
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DATE: 09-20-22
JOB NO.: 12-009
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DRAWN BY: AT, DFR
CHECK: GN
SHEET: 2 OF 6

P:\12-009 Oberlin\EASEMENTS\Phase 2 and 3 combined Sanitary\12-009EE-PH2-3-COMB-SAN.dwg

MATCHLINE - SEE SHEET 6

EXHIBIT B

MATCHLINE - SEE SHEET 2



WEMBLEY PARK

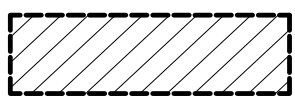
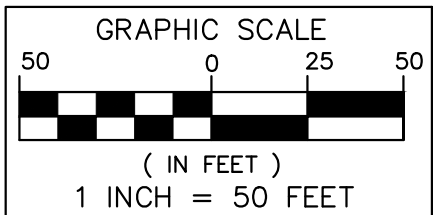
WEMBLEY DRIVE

OBERLIN PHASE 1

ISABELLA WAY

P.O.B. 'C'

MATCHLINE - SEE SHEET 4



PHASE 2 & 3
EASEMENT FOR
SANITARY SEWER
(0.517 AC)

PHASE 2 & 3 - EASEMENT FOR SANITARY SEWER

SKL SEIBER KEAST LEHNER ENGINEERING | SURVEYING

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
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248.308.3331

OBERLIN

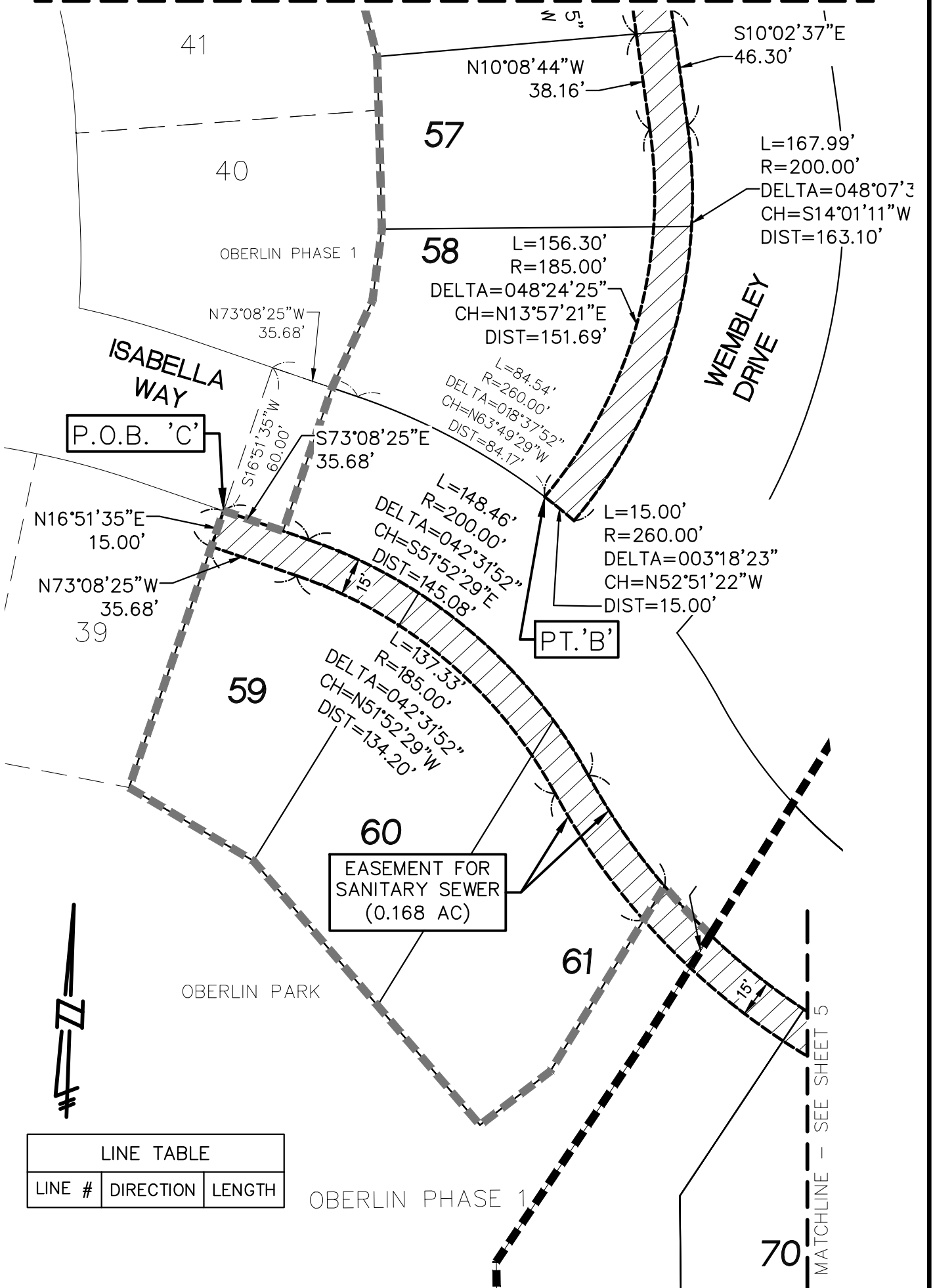
SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	09-20-22
JOB NO.:	12-009
DWG:	12-009EE-PH2-3-COMB-SAN.dwg
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	3 OF 6

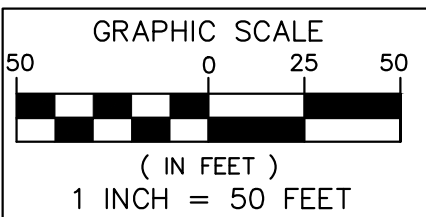
P:\12-009 Oberlin\EASEMENTS\Phase 2 and 3 combined Sanitary\12-009EE-PH2-3-COMB-SAN.dwg

EXHIBIT B

MATCHLINE - SEE SHEET 3



LINE TABLE		
LINE #	DIRECTION	LENGTH



OBERLIN PHASE 1

PHASE 2 & 3
EASEMENT FOR
SANITARY SEWER
(0.517 AC)

PHASE 2 & 3 - EASEMENT FOR SANITARY SEWER

**SEIBER KEAST LEHNER
ENGINEERING | SURVEYING**

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	09-20-22
JOB NO.:	12-009
DWG:	12-009EE-PH2-3-COMB-SAN.dwg
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	4 OF 6

EXHIBIT B

MATCHLINE - SEE SHEET 3



WEMBLEY PARK

PHASE 2

PHASE LINE

L=281.06'
R=260.00'
DELTA=061°56'13"
CH=S61°34'39"E
DIST=267.57'

PHASE 3

ISABELLA WAY

L=297.28'
R=275.00'
DELTA=061°56'13"
CH=N61°34'39"W
DIST=283.01'

70

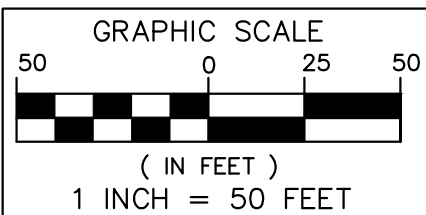
N87°27'14"E
21.33'

S02°30'48"E
15.00'

TAX ID.
22-20-200-003

D. 004

MATCHLINE - SEE SHEET 4



PHASE 2 & 3
EASEMENT FOR
SANITARY SEWER
(0.517 AC)

PHASE 2 & 3 - EASEMENT FOR SANITARY SEWER



**SEIBER KEAST LEHNER
ENGINEERING | SURVEYING**

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	09-20-22
JOB NO.:	12-009
DWG:	12-009EE-PH2-3-COMB-SAN.dwg
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	5 OF 6

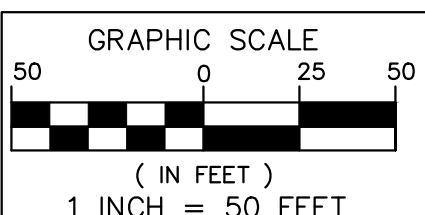
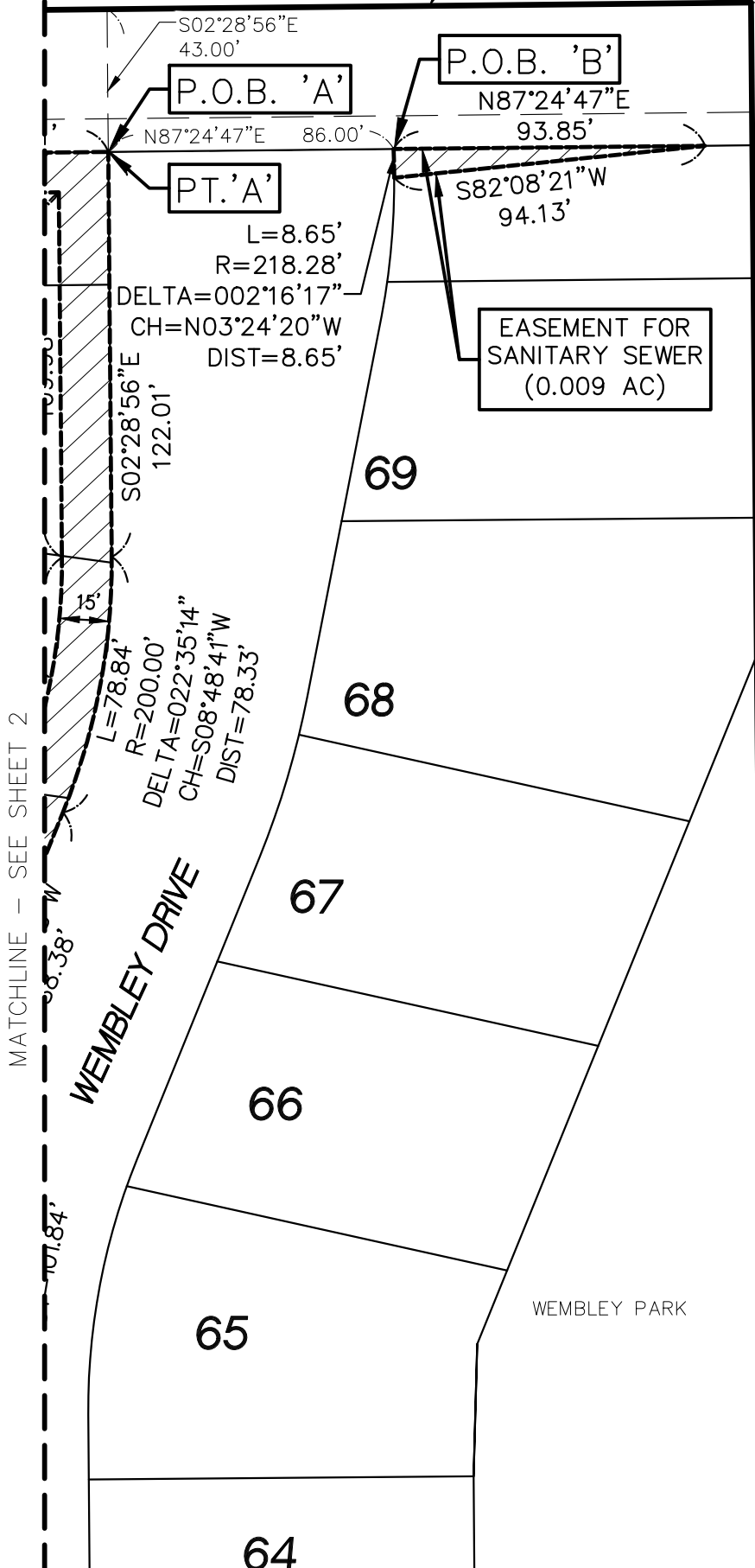
P:\12-009 Oberlin\EASEMENTS\Phase 2 and 3 combined Sanitary\12-009EE-PH2-3-COMB-SAN.dwg

EXHIBIT B

ELEVEN MILE ROAD

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

NORTH LINE OF SECTION
20 AND THE CENTERLINE
OF ELEVEN MILE ROAD



PHASE 2 & 3
EASEMENT FOR
SANITARY SEWER
(0.517 AC)

PHASE 2 & 3 - EASEMENT FOR SANITARY SEWER

SKL SEIBER KEAST LEHNER ENGINEERING | SURVEYING

CLINTON TOWNSHIP OFFICE
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

FARMINGTON HILLS OFFICE
39205 COUNTRY CLUB DRIVE, SUITE C8
FARMINGTON HILLS, MI 48331
248.308.3331

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	09-20-22
JOB NO.:	12-009
DWG:	12-009EE-PH2-3-COMB-SAN.dwg
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	6 OF 6

P:\12-009 Oberlin\EASEMENTS\Phase 2 and 3 combined Sanitary\12-009EE-PH2-3-COMB-SAN.dwg

WARRANTY DEED
(Interior Roads Phase 3)

KNOW ALL BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is: 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan:

See attached Exhibit A made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Dollar (\$1.00), subject to easements, restrictions, and other matters of record, existing utilities, rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, highway or drainage purposes, if any, zoning ordinances, and the lien of real estate taxes not yet due and payable.

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

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

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

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

[signatures on next page]

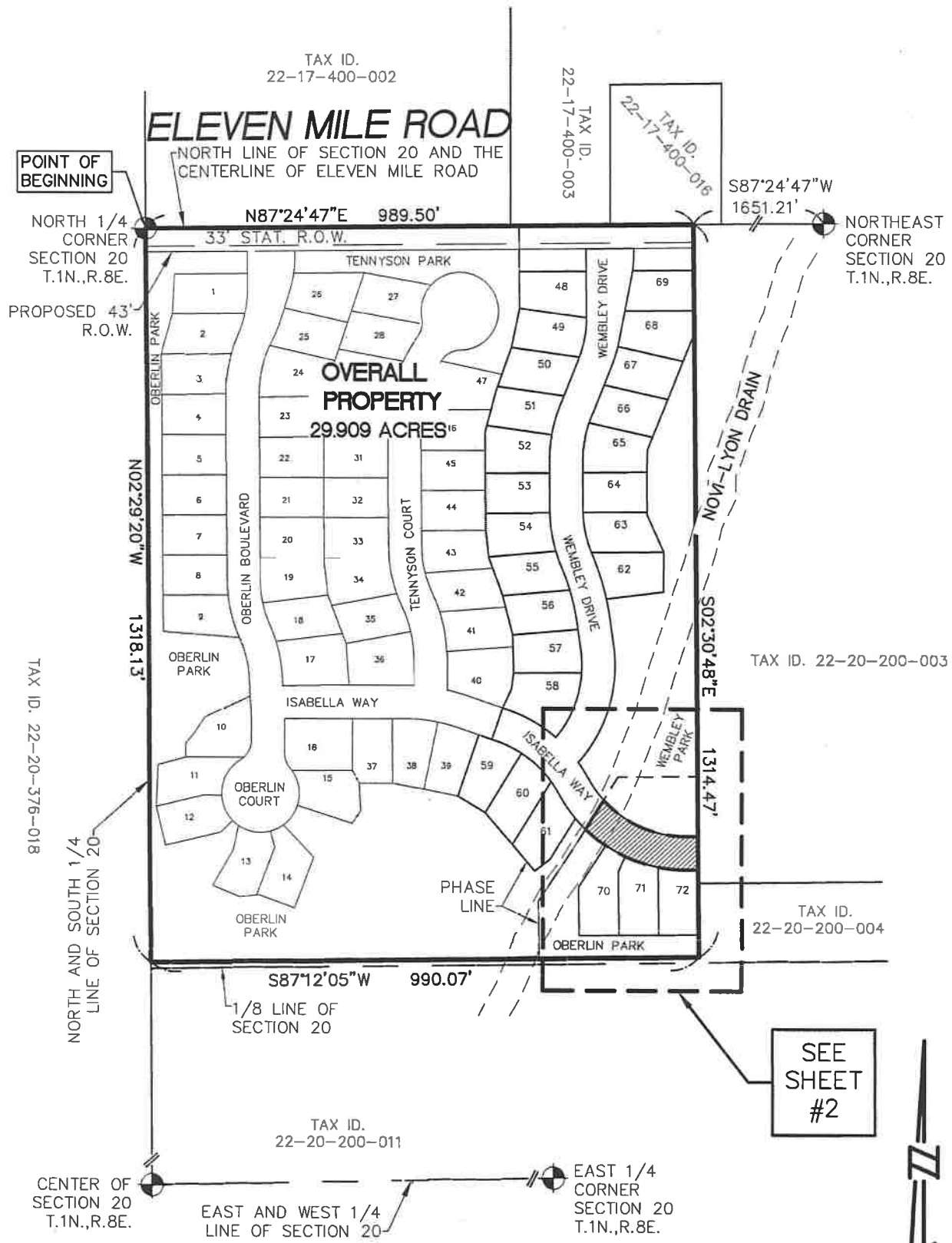
EXHIBIT A

Property in the City of Novi, County of Oakland, State of Michigan, more particularly described as:

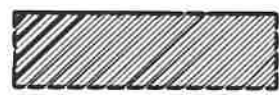
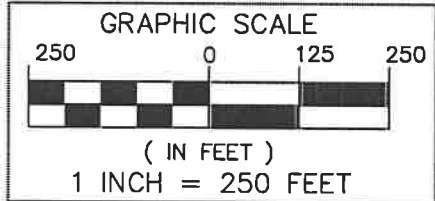
A Road Right-of-Way Dedication located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North $87^{\circ}24'47''$ East, 989.50 feet, along the North line of said Section 20 and centerline of Eleven Mile Road; thence South $02^{\circ}30'48''$ East, 1098.45 feet, for a POINT OF BEGINNING; thence continuing South $02^{\circ}30'48''$ East, 60.00 feet; thence South $87^{\circ}27'14''$ West, 21.33 feet; thence 201.08 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $44^{\circ}18'44''$ and a chord bearing and distance of North $70^{\circ}23'24''$ West, 196.11 feet; thence North $30^{\circ}00'03''$ East, 61.69 feet; thence 167.27 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of $47^{\circ}55'06''$ and a chord bearing and distance of South $68^{\circ}35'13''$ East, 162.43 feet; thence North $87^{\circ}27'14''$ East, 21.36 feet, to the POINT OF BEGINNING. All of the above containing 0.283 Acres.

Tax Parcel Number:

EXHIBIT A



SEE SHEET #2



PHASE 3 ROAD RIGHT-OF-WAY DEDICATION (0.283 AC)

SUBJECT PROPERTY & SHEET INDEX

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN
SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	9-22-17
JOB NO.:	12-009
DWG FILE:	12-009EE-P3-ROW
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	1 OF 2

P:\12-009 Oberlin\EASEMENTS\PHASE 3\12-009EE-P3-ROW-INTERIOR.dwg

EXHIBIT A

NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

NORTH LINE OF SECTION 20 AND
CENTERLINE OF 11 MILE ROAD

N87°24'47"E
989.50'

ISABELLA WAY

PHASE 2

PHASE LINE

PHASE 3

L=167.27'
R=200.00'
DELTA=47°55'06"
CH=S68°35'13"E
DIST=162.43'

S02°30'48"E
1098.45'

TAX ID.
22-20-200-003

61

N30°00'03"E
61.69'

N87°27'14"E
21.36'

ISABELLA WAY

S02°30'48"E
60.00'

P.O.B.

ROAD
RIGHT-OF-WAY
DEDICATION
(0.283 AC)

L=201.08'
R=260.00'
DELTA=44°18'44"
CH=N70°23'24"W
DIST=196.11'

S87°27'14"W
21.33'

70

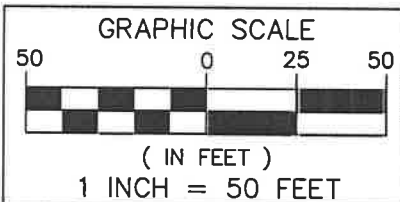
71

72

TAX ID.
22-20-200-004

OBERLIN PARK

TAX ID.
22-20-200-011



PHASE 3
ROAD RIGHT-OF-WAY
DEDICATION
(0.283 AC)

ROAD R.O.W. DEDICATION
(INTERIOR ROAD)



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48°67
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	9-22-17
JOB NO.:	12-009
DWG FILE:	12-009EE-P3-ROW
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	2 OF 2

P:\12-009 Oberlin\EASEMENTS\PHASE 3\12-009EE-PH3-ROW-INTERIOR.dwg

BILL OF SALE
(Phase 3 Interior Road Dedication)

KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the street paving according to the public rights-of-way therefore established described as follows:

See attached and incorporated *Exhibit A, Legal Description*

In witness whereof, the undersigned has executed these presents this 26th day of August, 2021.

Signed by

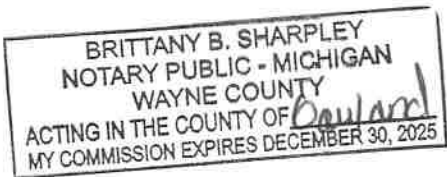
Pulte Homes of Michigan LLC,
a Michigan limited liability company

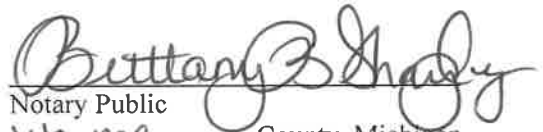


By: Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of August, 2021 by Christopher Plumb, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company on behalf of the company.




Notary Public
Wayne County, Michigan
My Commission Expires: 12/30/2025

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

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

EXHIBIT A

Legal Description

Property in the City of Novi, County of Oakland, State of Michigan, more particularly described as:

A Road Right-of-Way Dedication located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87°24'47" East, 989.50 feet, along the North line of said Section 20 and centerline of Eleven Mile Road; thence South 02°30'48" East, 1098.45 feet, for a POINT OF BEGINNING; thence continuing South 02°30'48" East, 60.00 feet; thence South 87°27'14" West, 21.33 feet; thence 201.08 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 44°18'44" and a chord bearing and distance of North 70°23'24" West, 196.11 feet; thence North 30°00'03" East, 61.69 feet; thence 167.27 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 47°55'06" and a chord bearing and distance of South 68°35'13" East, 162.43 feet; thence North 87°27'14" East, 21.36 feet, to the POINT OF BEGINNING. All of the above containing 0.283 Acres.

Tax Parcel Number:

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, 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.

{Signature on following page}

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 26th day of August, 2021.

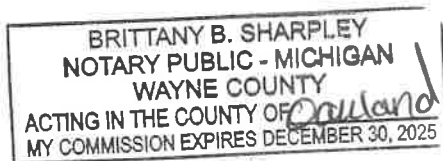
GRANTOR:

Pulte Homes of Michigan LLC,
a Michigan limited liability company

By: *CLP*
Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 26th day of August, 2021, before me, personally appeared the above named Christopher Plumb, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company, 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.



Brittany B Sharpley
Notary Public
Wayne County, MI
My commission expires 12/30/2025
Acting in Oakland county

THIS INSTRUMENT DRAFTED BY:
Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:
City of Novi
City Clerk
45175 Ten Mile
Novi, Michigan 48375

438616_1.DOC

Exhibit A

Overall Legal Description

A part of the Northeast 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 North 1/4 corner of said Section 20, for a POINT OF BEGINNING; thence North 87°24'47" East, 989.50 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road, (said point being South 87°24'47" West, 1651.21 feet from the Northeast corner of said Section 20); thence South 02°30'48" East, 1314.47 feet; thence South 87°12'05" West, 990.07 feet, to a point on the North and South 1/4 line of said Section 20, (said point being North 02°29'20" West, 1340.50 feet from the center of said Section 20); thence North 02°29'20" West, 1318.13 feet, along the North and South 1/4 line of said Section 20, to the Point of Beginning. All of the above containing 29.909 Acres. All of the above being subject to the rights of the public in Eleven Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record.

Tax I.D. No.: _____

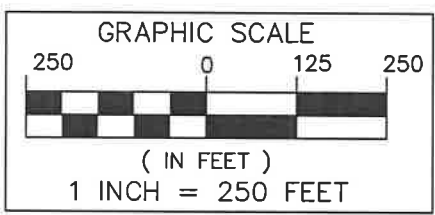
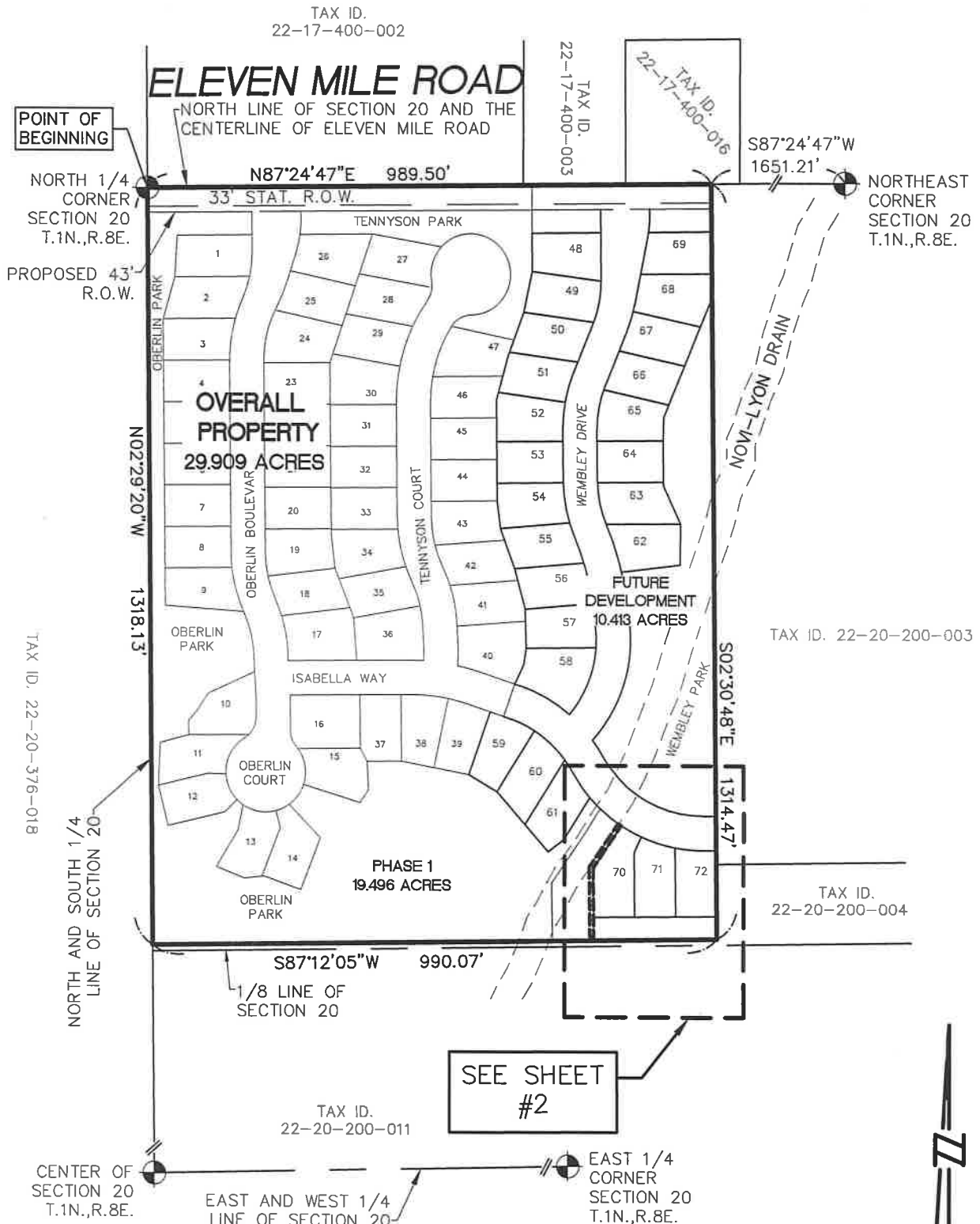
Exhibit B

Legal Description of Sidewalk Easement

SIDEWALK EASEMENT (Phase 3)

A Sidewalk Easement, located in the Northeast 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 North 1/4 Corner of said Section 20; thence South 02°29'20" East, 1318.13 feet, along the North and South 1/4 line of said Section 20; thence North 87°12'05" East, 767.07 feet, for a POINT OF BEGINNING; thence North 02°32'46" West, 129.75 feet; thence North 31°36'35" East, 91.04 feet; thence 7.00 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 01°32'34" and a chord bearing and distance of South 57°54'27" East, 7.00 feet; thence South 31°36'35" West, 88.83 feet; thence South 02°32'46" East, 127.57 feet; thence South 87°12'05" West, 7.00 feet, to the Point of Beginning. All of the above containing 0.04 Acres.

EXHIBIT B



SIDEWALK EASEMENT



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

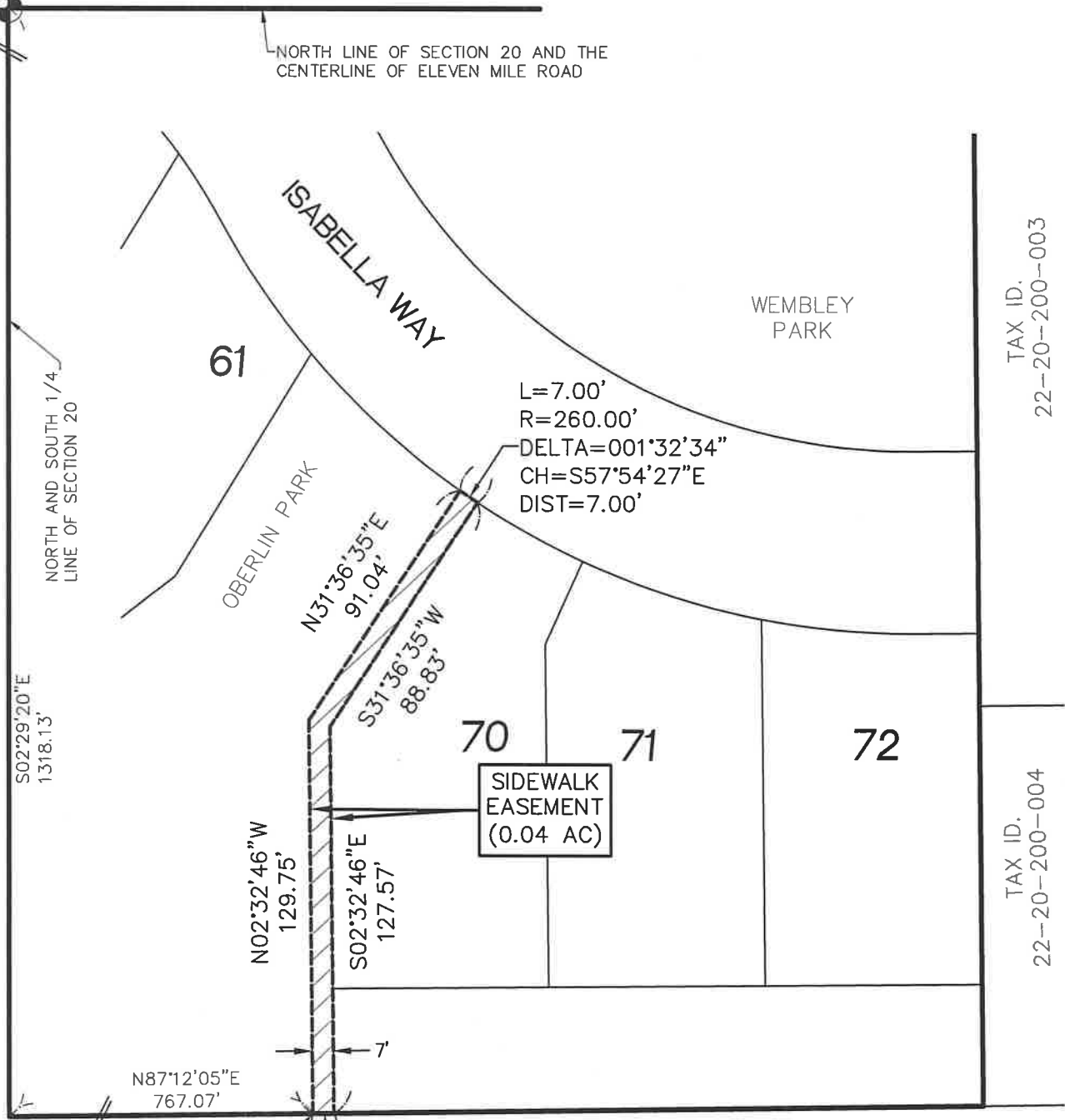
SCALE:	1" = 250'
DATE:	05-19-17
JOB NO.	12-009
DWG FILE	32-009EE-PH3-SW
DRAWN BY:	AT
CHECK:	GN
SHEET:	1 OF 2

P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-3-SIDEWALK.dwg

EXHIBIT B

NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

ELEVEN MILE ROAD

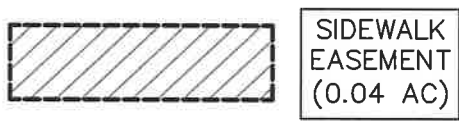
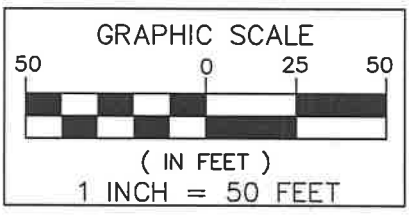


TAX ID.
22-20-200-003

TAX ID.
22-20-200-004

TAX ID.
22-20-200-011

P.O.B.



SIDEWALK EASEMENT



**SEIBER, KEAST
ENGINEERING, L.L.C.**
CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	05-19-17
JOB NO.:	12-009
DWG FILE:	12-009EE-PH3-SW
DRAWN BY:	AT
CHECK:	GN
SHEET:	2 OF 2

P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-3-SIDEWALK.dwg

BILL OF SALE
(Sidewalk)

KNOW ALL MEN BY THESE PRESENTS, Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 Ten Mile Road, Novi, Michigan 48375, all of the sidewalks attached to or installed in the ground 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 has executed these presents this 26th day of August, 2021.

Signed by

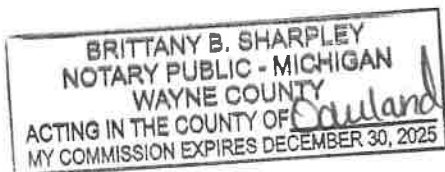
Pulte Homes of Michigan LLC, a Michigan limited liability company

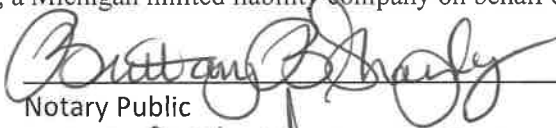


By: Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of August, 2021 by Christopher Plumb, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company on behalf of the company.




Notary Public
Acting in Oakland County, Michigan
My commission expires: 12/30/2025

Drafted By:
Elizabeth K. Saarela
JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded, return to:
Cortney Hanson, Clerk
CITY OF NOVI
45175 Ten Mile Road
Novi, MI 48375-3024

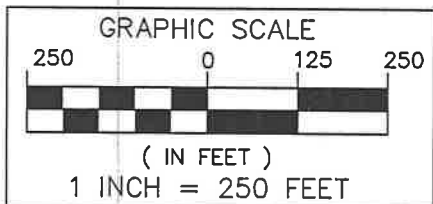
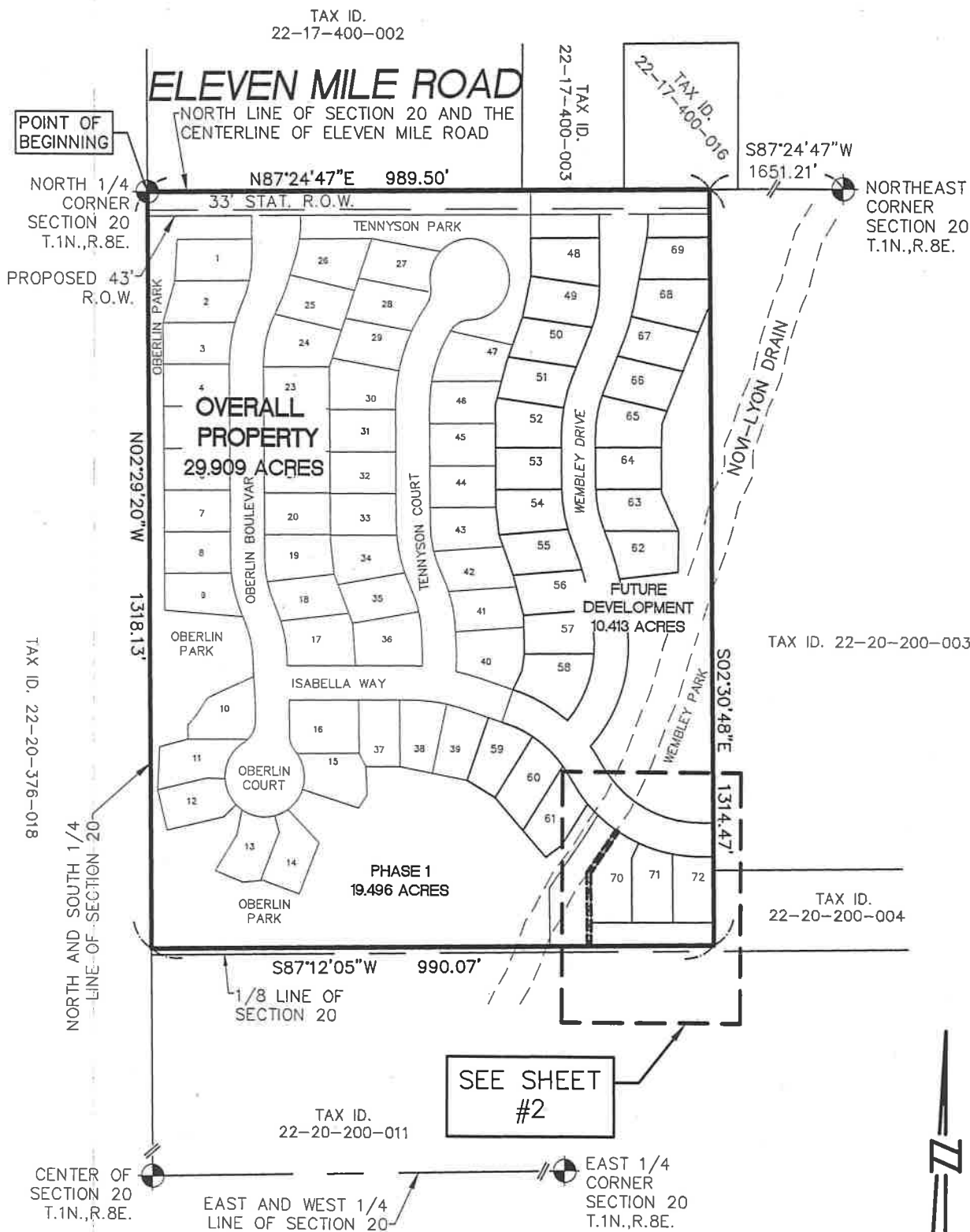
Exhibit A

Legal Description of Sidewalk Easement

SIDEWALK EASEMENT (Phase 3)

A Sidewalk Easement, located in the Northeast 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 North 1/4 Corner of said Section 20; thence South 02°29'20" East, 1318.13 feet, along the North and South 1/4 line of said Section 20; thence North 87°12'05" East, 767.07 feet, for a POINT OF BEGINNING; thence North 02°32'46" West, 129.75 feet; thence North 31°36'35" East, 91.04 feet; thence 7.00 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 01°32'34" and a chord bearing and distance of South 57°54'27" East, 7.00 feet; thence South 31°36'35" West, 88.83 feet; thence South 02°32'46" East, 127.57 feet; thence South 87°12'05" West, 7.00 feet, to the Point of Beginning. All of the above containing 0.04 Acres.

EXHIBIT B



SIDEWALK EASEMENT (0.04 AC)

SIDEWALK EASEMENT



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

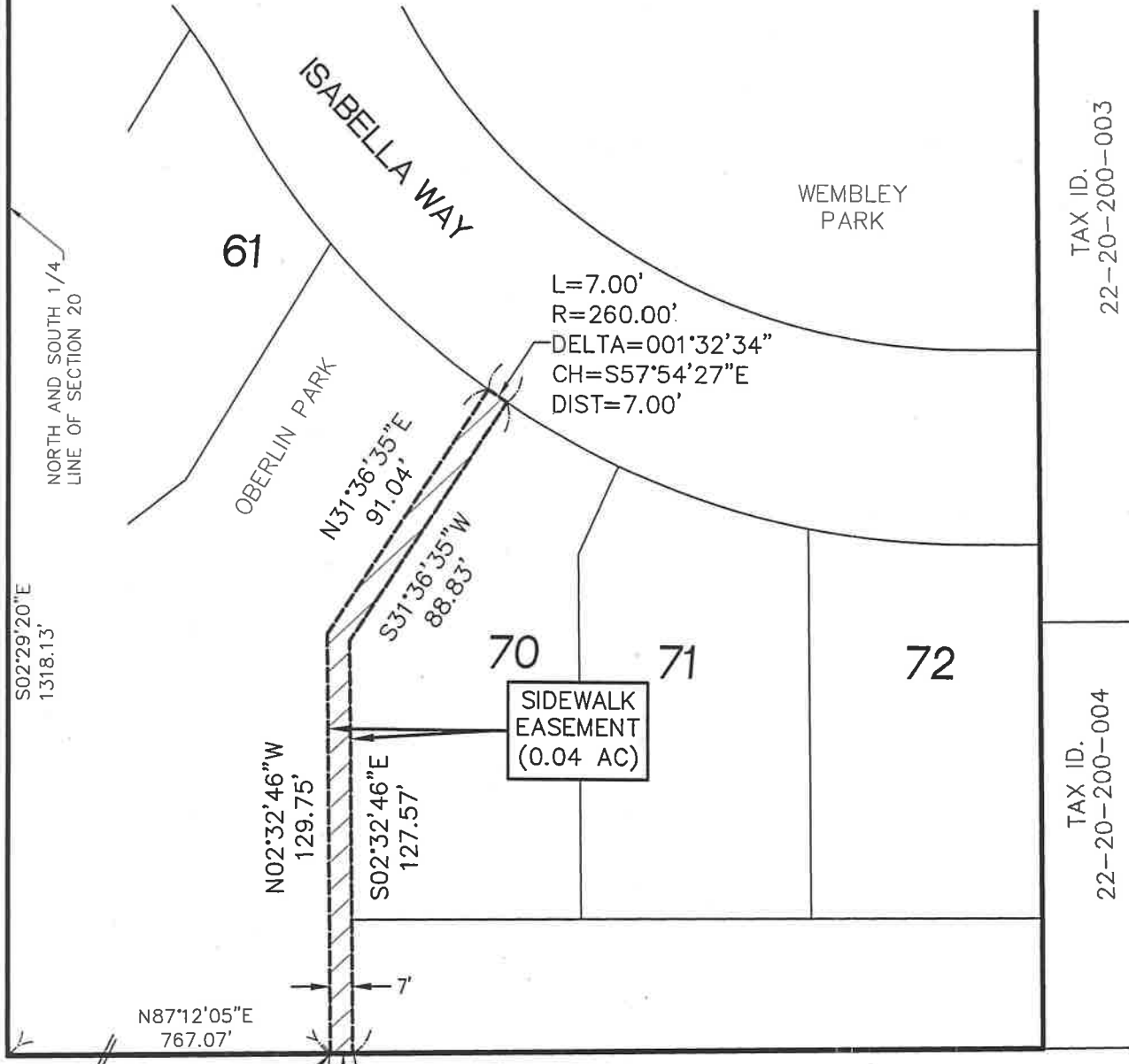
SCALE:	1" = 250'
DATE:	05-19-17
JOB NO.:	12-009
DWG FILE:	12-009EE-PH3-SW
DRAWN BY:	AT
CHECK:	GN
SHEET:	1 OF 2

EXHIBIT B

NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

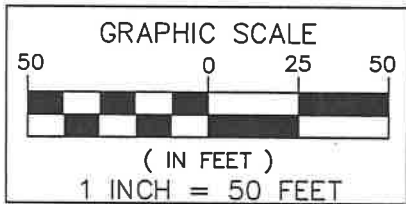
ELEVEN MILE ROAD

NORTH LINE OF SECTION 20 AND THE
CENTERLINE OF ELEVEN MILE ROAD



P.O.B.

TAX ID.
22-20-200-011



SIDEWALK
EASEMENT
(0.04 AC)

SIDEWALK EASEMENT



**SEIBER, KEAST
ENGINEERING, L.L.C.**

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OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	05-19-17
JOB NO.:	12-009
DWG FILE:	12-009EE-PH3-SW
DRAWN BY:	AT
CHECK:	GN
SHEET:	2 OF 2

P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-3-SIDEWALK.dwg

WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A]

Tax Identification Numbers: _____

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 and to use the Water Main Access Easement located in the road right of way as also depicted on Exhibit B (or "Water Main Easement – R.O.W.").

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

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

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

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

[signatures on next page]

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 26th day of August, 2021.

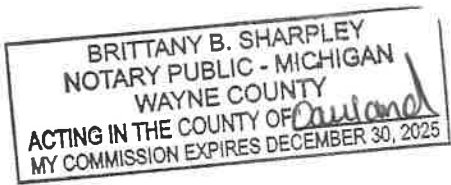
GRANTOR:

Pulte Homes of Michigan LLC,
a Michigan limited liability company

By: *Chad*
Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 26th day of August, 2021, before me, personally appeared the above named Christopher Plumb, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company, 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.



Brittany B. Sharpley
Notary Public
Wayne County, MI
My commission expires 12/30/2025
Acting in Oakland County

THIS INSTRUMENT DRAFTED BY:
Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:
Cortney Hanson, Clerk, City of Novi
45175 Ten Mile
Novi, Michigan 48375

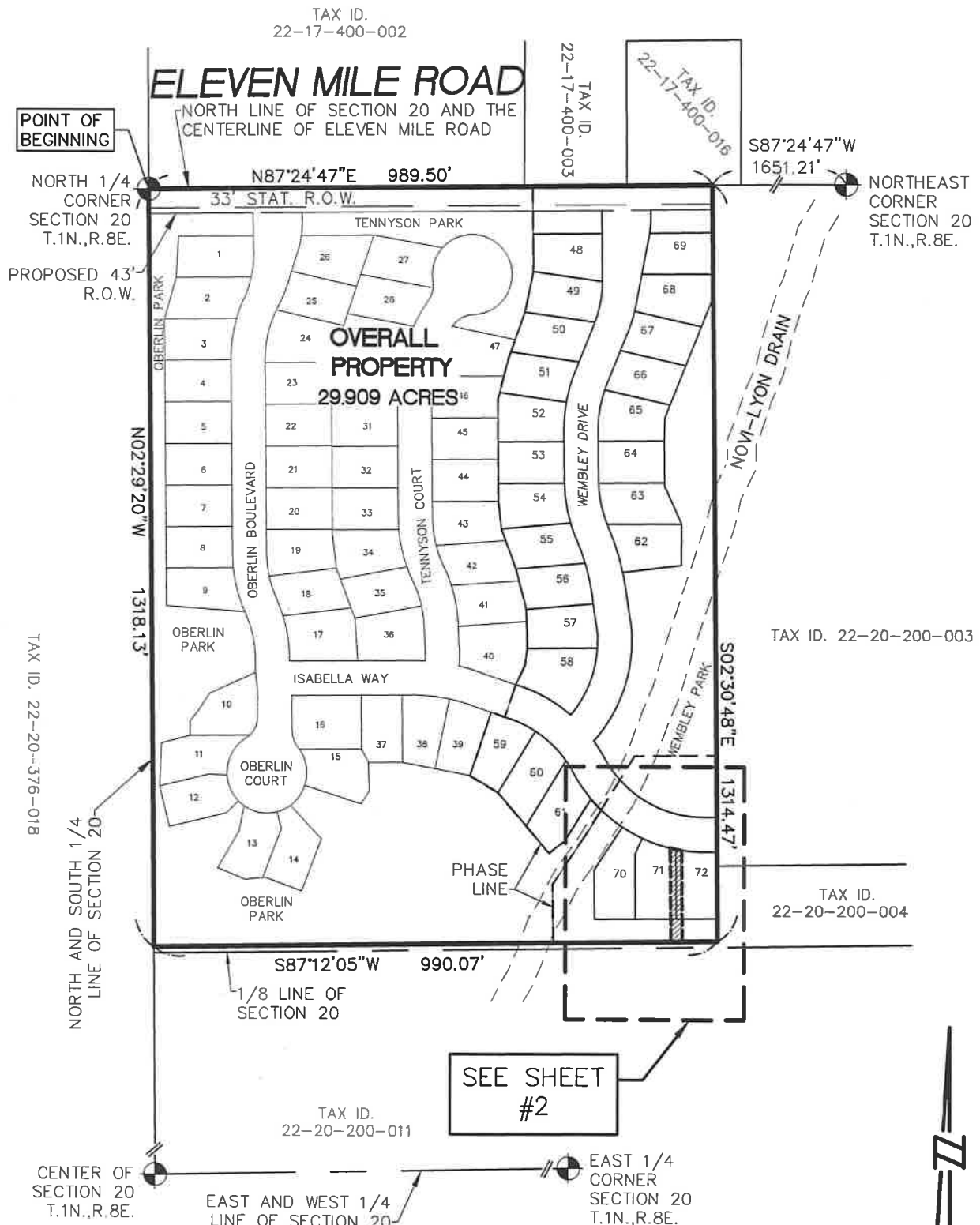
Exhibit A

Overall Legal Description

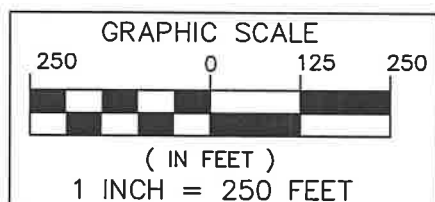
A part of the Northeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the North 1/4 corner of said Section 20, for a POINT OF BEGINNING; thence North 87°24'47" East, 989.50 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road, (said point being South 87°24'47" West, 1651.21 feet from the Northeast corner of said Section 20); thence South 02°30'48" East, 1314.47 feet; thence South 87°12'05" West, 990.07 feet, to a point on the North and South 1/4 line of said Section 20, (said point being North 02°29'20" West, 1340.50 feet from the center of said Section 20); thence North 02°29'20" West, 1318.13 feet, along the North and South 1/4 line of said Section 20, to the Point of Beginning. All of the above containing 29.909 Acres. All of the above being subject to the rights of the public in Eleven Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record.

Tax I.D. No.: _____

EXHIBIT A



SEE SHEET #2



EASEMENT FOR WATER MAIN (0.07 AC)

SUBJECT PROPERTY & SHEET INDEX



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	9-22-17
JOB NO.:	12-009
DWG FILE:	12-009EE-PH3-WM
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	1 OF 2

P:\12-009 Oberlin\EASEMENTS\PHASE 3\12-009EE-PH3-WM.dwg

Exhibit B

Legal Description of Water System Easement

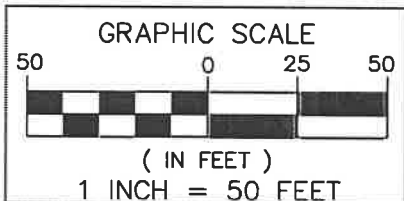
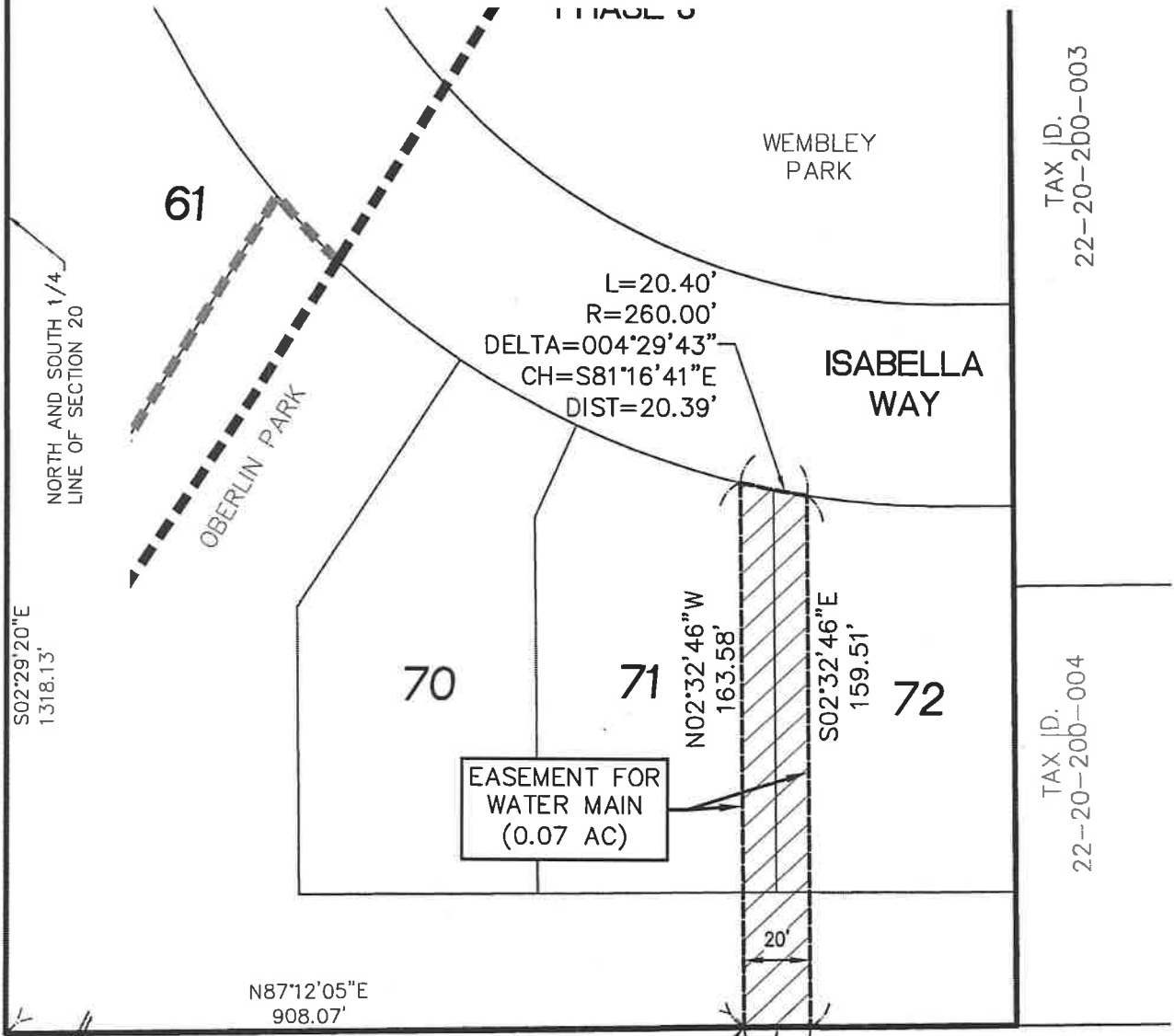
An Easement for Water Main located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence South 02°29'20" East, 1318.13 feet, along the North and South 1/4 line of said Section 20; thence North 87°12'05" East, 908.07 feet, for a POINT OF BEGINNING; thence North 02°32'46" West, 163.58 feet; thence 20.40 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 04°29'43" and a chord bearing and distance of South 81°16'41" East, 20.39 feet; thence South 02°32'46" East, 159.51 feet; thence South 87°12'05" West, 20.00 feet, to the Point of Beginning. All of the above containing 0.07 acres.

EXHIBIT B

NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

ELEVEN MILE ROAD

NORTH LINE OF SECTION 20 AND THE
CENTERLINE OF ELEVEN MILE ROAD



PHASE 3
EASEMENT FOR
WATER MAIN
(0.07 AC)

EASEMENT FOR WATER MAIN



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

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PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	9-22-17
JOB NO.:	12-009
DWG FILE:	12-009EE-PH3-WM
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	2 OF 2

BILL OF SALE
(water supply – Phase 3)


KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is: 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply 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 has executed these presents this 26th day of August, 2021.

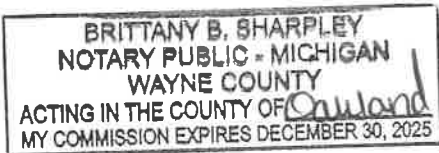
Signed by

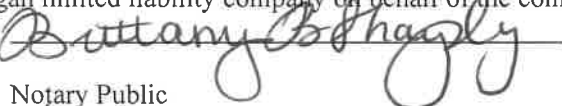
Pulte Homes of Michigan LLC, a Michigan limited liability company


By: Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of August, 2021 by Christopher Plumb, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company on behalf of the company




Notary Public
Wayne County, Michigan
My Commission Expires: 12/30/2025
Acting in Oakland County

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

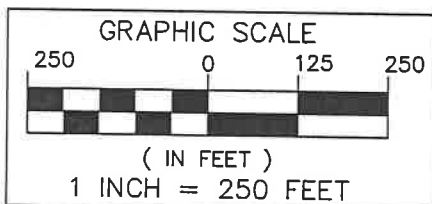
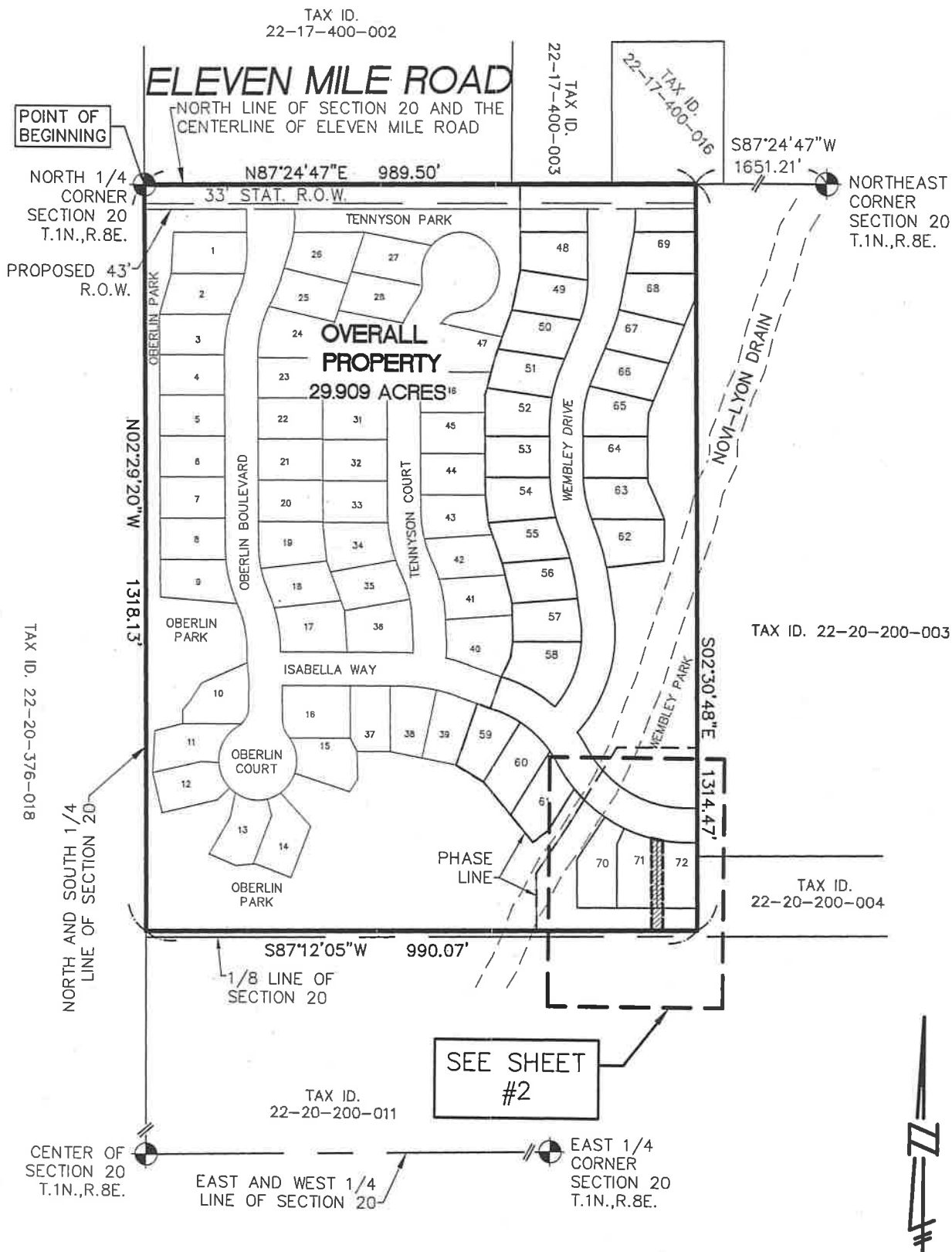
Return To: Cortney Hanson, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

EXHIBIT A

Legal Description of Water System Easement – Phase 3

An Easement for Water Main located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence South 02°29'20" East, 1318.13 feet, along the North and South 1/4 line of said Section 20; thence North 87°12'05" East, 908.07 feet, for a POINT OF BEGINNING; thence North 02°32'46" West, 163.58 feet; thence 20.40 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 04°29'43" and a chord bearing and distance of South 81°16'41" East, 20.39 feet; thence South 02°32'46" East, 159.51 feet; thence South 87°12'05" West, 20.00 feet, to the Point of Beginning. All of the above containing 0.07 acres.

EXHIBIT A



EASEMENT FOR WATER MAIN (0.07 AC)

SUBJECT PROPERTY & SHEET INDEX



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
 PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

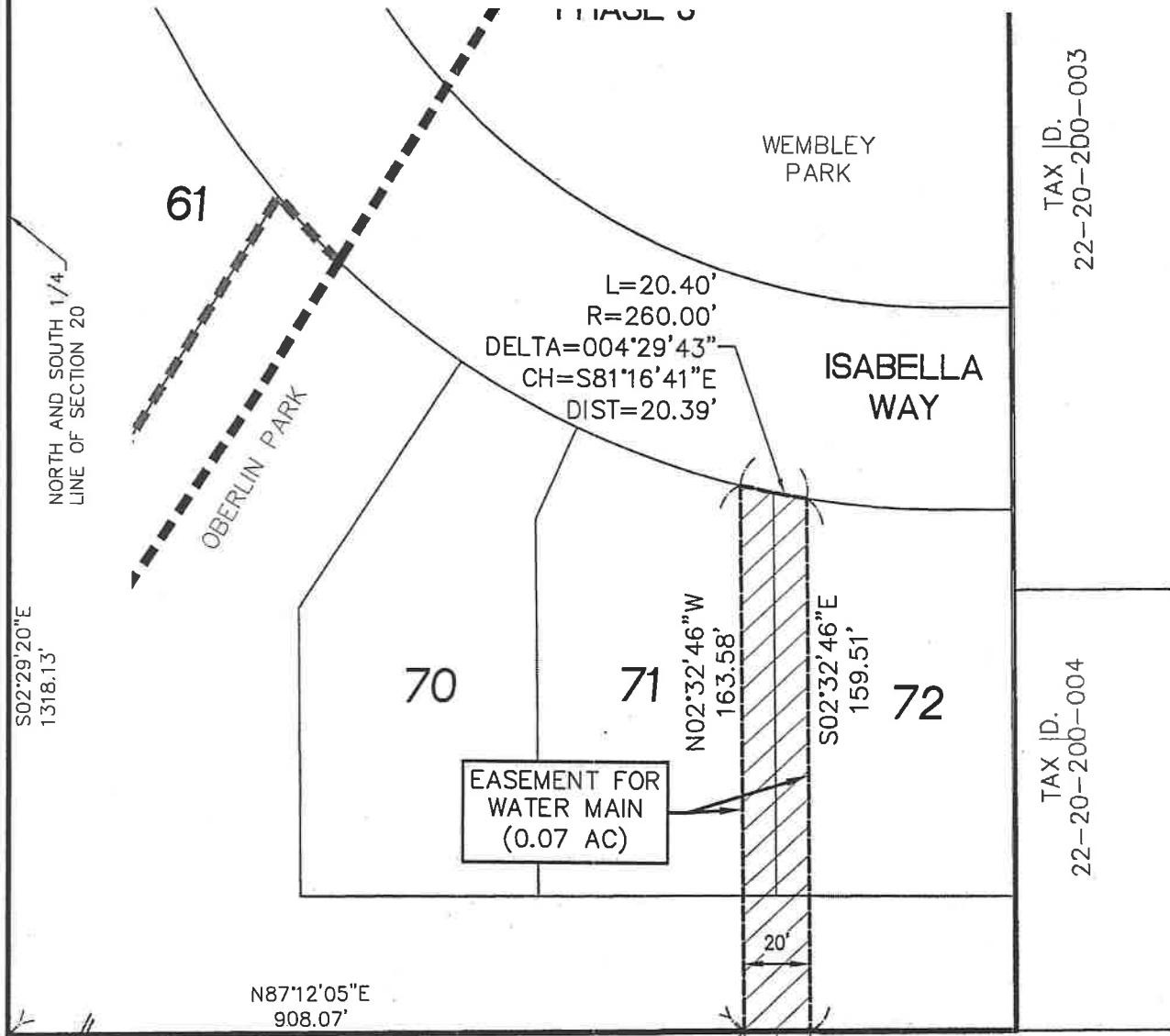
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SHEET:	1 OF 2

P:\12-009 Oberlin\EASEMENTS\PHASE 3\12-009EE-PH3-WM.dwg

NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

ELEVEN MILE ROAD

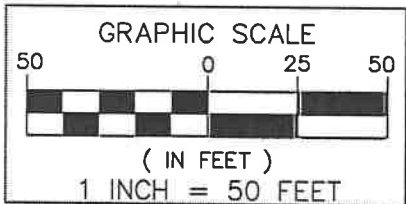
NORTH LINE OF SECTION 20 AND THE
CENTERLINE OF ELEVEN MILE ROAD



P.O.B.

TAX ID.
22-20-200-011

S87°12'05"W
20.00'



PHASE 3
EASEMENT FOR
WATER MAIN
(0.07 AC)

EASEMENT FOR WATER MAIN



**SEIBER, KEAST
ENGINEERING, L.L.C.**

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OBERLIN

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SHEET:	2 OF 2

P:\12-009 Oberlin\EASEMENTS\PHASE 3\12-009EE-PH3-WM.dwg

**CONSENT OF OBERLIN CONDOMINIUM ASSOCIATION TO RECORDING OF
AGREEMENTS**

Pulte Homes of Michigan LLC, a Michigan limited liability company (“Developer”), whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, Developer established Oberlin, Oakland County Condominium Subdivision Plan No. 2144 (“Condominium”), by recording a Master Deed in Liber 49511, Page 694, Oakland County Records, as amended by First Amendment to Master Deed recorded in Liber 50059, Page 672, Oakland County Records, as amended by Second Amendment to Master Deed recorded in Liber 50864, Page 832, Oakland County Records, as amended by Third Amendment to Master Deed recorded in Liber 51094, Page 704, Oakland County Records, and as amended by Fourth Amendment to Master Deed recorded in Liber 53527, Page 465, Oakland County Records (collectively the “Master Deed”), pertaining to the property described on attached Exhibit A (“Property”).

The undersigned Oberlin Condominium Association, a Michigan nonprofit corporation (the “Association”), whose address is 15755 Northline, Southgate, Michigan 48195, is the association established to operate and manage the affairs of the Condominium, and hereby consents and agrees to Developer entering into certain agreements with the City of Novi which are necessary and desirable in order to facilitate development of the Condominium, which such agreements are further described in Exhibit B attached hereto and incorporated herein and will be recorded in the Oakland County Records commensurate with this Consent.

This instrument is exempt from county and state transfer taxes under MCL 207.505(a) and MCL 207.526(a) respectively.

[acknowledgement on following page]

Dated: OCTOBER 13, 2022

ASSOCIATION

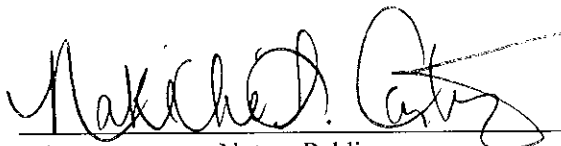
Oberlin Condominium Association, a Michigan nonprofit corporation

By: 

Name: Apostolos Sinanis
Its: Board Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 13th day of October, 2022, the foregoing Consent was acknowledged before me by Apostolos Sinanis, Board Member of Oberlin Condominium Association, a Michigan nonprofit corporation, on behalf of said corporation.



, Notary Public
Wayne County, MI
Acting in Wayne County, MI
My Commission Expires: 10-9-2023

**PREPARED BY AND WHEN RECORDED
RETURN TO:**
Alexandra E. Dieck
BODMAN PLC
201 S. Division, Suite 400
Ann Arbor, MI 48104

EXHIBIT A TO CONSENT

LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:

UNITS 1 THROUGH 72, INCLUSIVE, OBERLIN CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 49511, PAGES 694, OAKLAND COUNTY RECORDS, AS AMENDED, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2144, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE-DESCRIBED MASTER DEED, AS AMENDED, AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Parcel ID Nos.:

Unit #	Parcel Number	Unit #	Parcel Number	Unit #	Parcel #
1		27		53	
2		28		54	
3		29		55	
4		30		56	
5		31		57	
6		32		58	
7		33		59	
8		34		60	
9		35		61	
10		36		62	
11		37		63	
12		38		64	
13		39		65	
14		40		66	
15		41		67	
16		42		68	
17		43		69	
18		44		70	
19		45		71	
20		46		72	
21		47			
22		48			
23		49			
24		50			
25		51			
26		52			

EXHIBIT B TO CONSENT

AGREEMENTS

1. Amended and Restated Sanitary Sewer Easement (Phases 2-3)
2. Bill of Sale (Sanitary Sewer)
3. Water System Easement
4. Bill of Sale (Water)
5. Sidewalk Easement
6. Bill of Sale (Sidewalk)
7. Warranty Deed (Interior Roads Phase I)
8. Bill of Sale (Interior Roads Phase I)
9. Warranty Deed (Interior Roads Phase II)
10. Bill of Sale (Interior Roads Phase II)
11. Warranty Deed (Interior Roads Phase III)
12. Bill of Sale (Interior Roads Phase III)