



SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement and acceptance of a Warranty Deed for additional right-of-way along Garfield Road as part of the Parc Vista Development located on the north side of Eight Mile Road and west of Garfield Road (parcel 50-22-31-402-045).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

Toll Brothers, LLC is the developer of Parc Vista, a 44-unit single-family residential development located on the north side of 8 Mile Road and west of Garfield Road.

Storm Drainage Facility Maintenance Easement Agreement:

The developer of Parc Vista, Toll Brothers, LLC requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The on-site storm water maintenance system has been inspected by Spalding DeDecker, and attached is the inspection approval letter dated February 6, 2024. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, January 12, 2024) and the City Engineering consultant (Spalding DeDecker, February 1, 2024), and is recommended for approval.

Warranty Deed for Additional Right-of-way along Garfield Road:

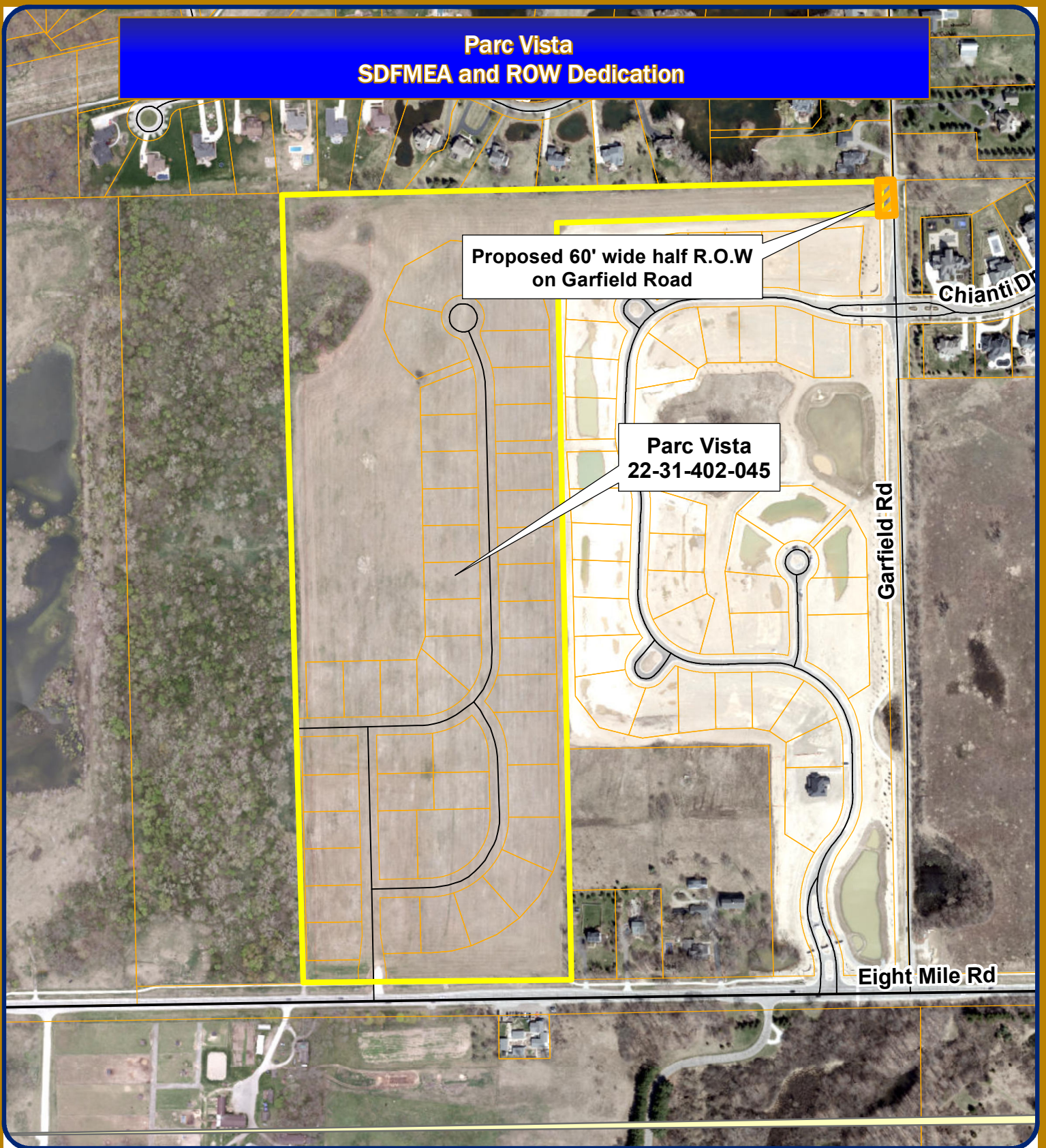
Toll Brothers, LLC is requesting the acceptance of a warranty deed for the additional right-of-way along Garfield Road, dedicating the master-planned 60-foot right-of-way for Garfield Road, as proposed on the approved site plan.

The enclosed letter by the City Attorney (Beth Saarela, January 12, 2024) provides the Warranty Deed that was prepared for this dedication. These documents and exhibits have been reviewed and approved by the City Attorney and by the City's Engineering

Consultant, Spalding DeDecker (February 1, 2024) and are recommended for acceptance.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement and acceptance of a Warranty Deed for additional right-of-way along Garfield Road as part of the Parc Vista Development located on the north side of Eight Mile Road and west of Garfield Road (parcel 50-22-31-402-045).

Parc Vista SDFMEA and ROW Dedication



Proposed 60' wide half R.O.W
on Garfield Road

Parc Vista
22-31-402-045

Chianti Dr

Garfield Rd

Eight Mile Rd

Map Author: Humna Anjum
Date: 3/25/2024
Project: Parc Vista

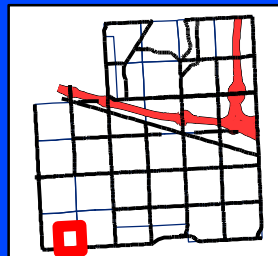
Amended By:
Date:
Department:

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.

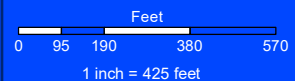
Legend

- Major Roads
- Minor Roads
- Project location
- Proposed R.O.W on Garfield Road



City of Novi

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



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

January 12, 2024

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

**RE: Parc Vista JSP 21-0047
On-Site Acceptance Documents**

Dear Mr. Croy:

We have received and reviewed the following **original on-site** documents for the Parc Vista Development:

1. Water System Easement (**Approved**)
2. Sanitary Sewer System Easement (**Approved**)
3. Bill of Sale – Water and Sanitary Sewer (**Approved**)
4. Garfield Road ROW – (**Approved**)
5. Title Search

Water and Sanitary Sewer System Easements

Toll Northeast V Corp., seeks to convey the on-site Water System and Sanitary Sewer System Easements to the City for operation, maintenance, repair, and replacement of the water and sanitary sewer systems within the development. The Easements are consistent with the title search provided, and acceptable for this purpose. The exhibits have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale is acceptable to convey the water and sanitary sewer system facilities to the City.

Warranty Deed – Garfield Road ROW

The Warranty Deed for Garfield Road ROW is in the standard format for a right-of-way conveyance, and is consistent with the title search provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Water System and Sanitary Sewer System Easements once accepted by Affidavit of the City Engineer should be recorded with the Oakland County Register of Deeds in the usual manner.. The title search and Bill of Sale should be retained in the City's file. The Warranty Deed should

Ben Croy, City Engineer
City of Novi
January 12, 2024
Page 2

be placed on an upcoming City Council Agenda for acceptance. Once accepted, it should be recorded with the Oakland County Register of Deeds in the usual manner. The originals will be forwarded to the City Clerk's Office once received.

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

(w/Enclosures)

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Ian Hogg, Planner
Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Alyssa Craigie, Administrative Assistant
Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Scott Hansen, Toll Brothers
Thomas R. Schultz, Esquire

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **TOLL NORTHEAST V CORP.**, a Delaware corporation (“**Grantor**”), whose address is: 26200 Town Center Drive, Suite 200, Novi, Mi 48375 conveys and warrants to the **CITY OF NOVI**, a Michigan municipal corporation (“**Grantee**”), whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to-wit:

See **Exhibit A** attached hereto and made a part hereof for public right-of-way purposes.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging to or in anywise appertaining, for the sum of One and 00/100 Dollars (\$1.00), subject to easements, building and use restrictions and other matters of record.

This deed is exempt from transfer taxes by virtue of M.C.L.A. Section 207.505(a) and M.C.L.A. Section 207.526(a).

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

Dated this 8 day of January, 2024

[signatures follow]

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the day and year first above set forth.

GRANTOR:

TOLL NORTHEAST V CORP., a Delaware corporation

By: [Signature]
Name: Isaac Boyd
Title: Division President

STATE OF _____)
COUNTY OF Oakland) ss

The foregoing instrument was executed before me, the undersigned Notary Public, this 8 day of January, 2024, by Isaac Boyd, who acknowledged himself to be the Division President of Toll Northeast V Corp., a Delaware corporation, on behalf of said corporation.

[Signature]
Notary Public
Genesee County, State of Michigan
My commission expires: 3/8/2026

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, MI 48375	Drafted by: Jeff Calcagni, Esq. Toll Bros., Inc. 1140 Virginia Drive Fort Washington, PA 19034
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Part of Tax Parcel No.

MARJORIE J. GOOCH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GENESEE
My Commission Expires 3/8/2026
Acting in the County of Oakland

**EXHIBIT A
TO
WARRANTY DEED**

Legal Description

EXHIBIT A
DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

PART OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE S03°27'16"E 115.00 FEET ALONG THE EAST LINE OF SAID SECTION 31 AND THE CENTERLINE OF GARFIELD ROAD (33 FOOT HALF WIDTH); THENCE S86°31'01"W 60.00 FEET; THENCE N03°27'16"W 115.00 FEET THENCE N86°31'01"E 60.00 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING. AS DEPICTED ON EXHIBIT B.

**PARC VISTA
GARFIELD ROAD RIGHT-OF-WAY
EXHIBIT**

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



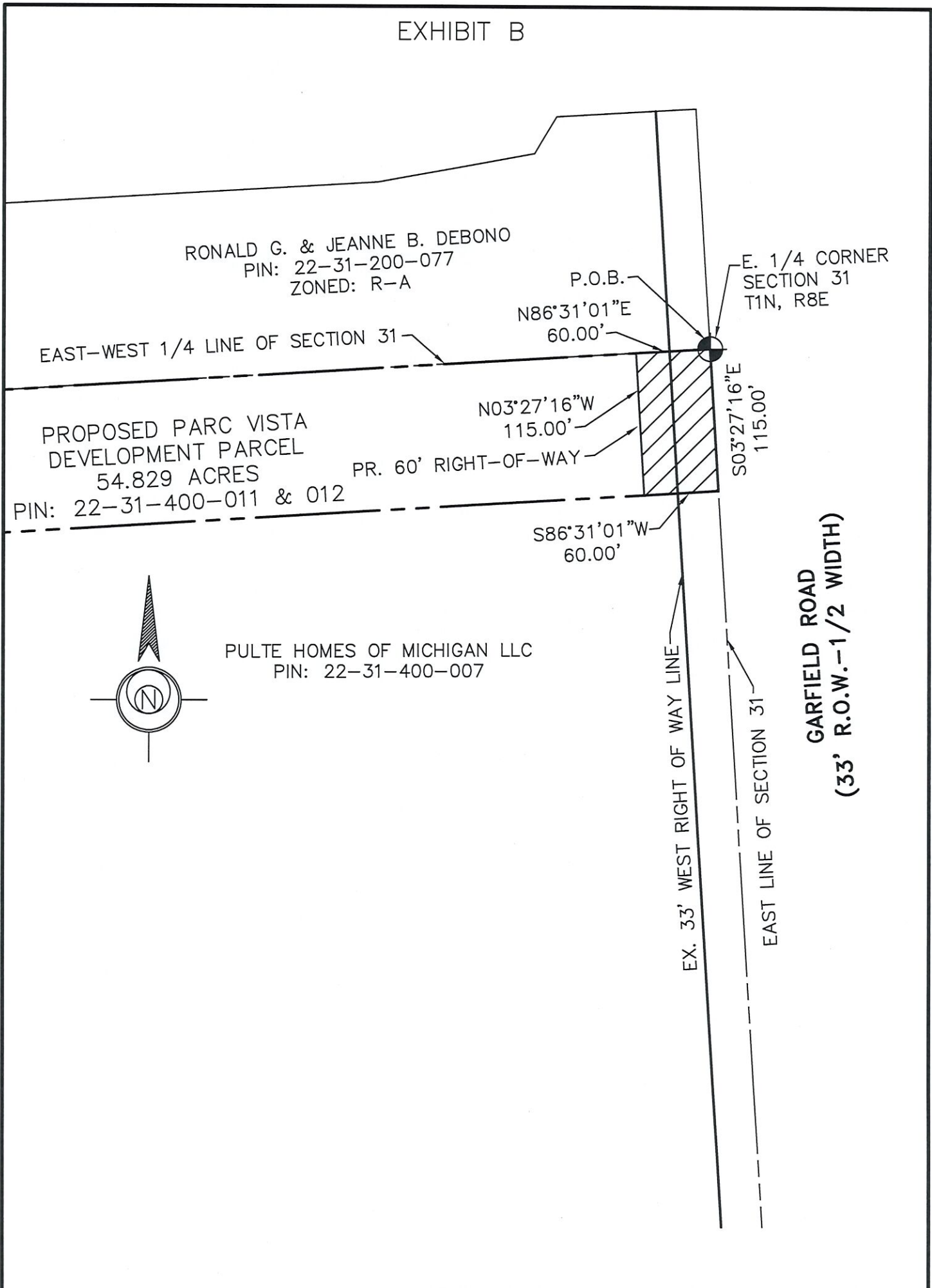
26200 Town Center Court
Suite 200
Novi, Michigan 48375
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: NONE	DATE: 16 FEB 2023	DWG. 8341-ROW-DEDICATION

EXHIBIT B
TO
WARRANTY DEED
RIGHT OF WAY DEDICATION

EXHIBIT B



**PARC VISTA
GARFIELD ROAD RIGHT-OF-WAY
EXHIBIT**

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



26200 Town Center Court
Suite 200
Novi, Michigan 48375
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 100'	DATE: 16 FEB 2023	DWG. 8341-ROW-DEDICATION



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-3585426e

Owner's Policy

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 106-21000911-CTB

Policy #: 5011400-3585426e

Issued By:

Westminster Abstract Company d/b/a Westminster Title Agency, Inc

39500 High Pointe Boulevard, Suite 160
Novi, MI 48375

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	POLICY NUMBER 5011400-3585426e

Name and Address of Title Insurance Company: **FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California**

File No.: 106-21000911-CTB

Address Reference: Vac. 8 Mile Road- Parcel A & B (First Baptist Church of Northville), Novi, MI 48375

Amount of Insurance: \$2,200,000.00

Premium: \$6,755.00

Date of Policy: February 15, 2023 at 08:00 AM

1. Name of Insured:
Toll Northeast V Corp., A Delaware Corporation
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Toll Northeast V Corp.a Delaware Corporation
4. The Land referred to in this policy is described as follows:

Property Located in the City of Novi, County of Oakland, State of Michigan:

Parcel A
Part of the Southeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Southeast corner of said Section 31; thence North 89 Degrees 46 Minutes 33 Seconds West along the South line of said Section 1100.00 feet to the point of beginning thence North 89 Degrees 46 Minutes 33 Seconds West along the same said South line 526.53 feet; thence North 00 Degrees 14 Minutes 04 Seconds West 2631.67 feet; thence North 89 Degrees 51 Minutes 00 Second East 1631.80 feet to the East 1/4 corner of said Section; thence South 00 Degrees 07 Minutes 08 Seconds East along the East line of said Section 115.00 feet; thence South 89 Degree 51 Minutes 00 Seconds West 1099.98 feet; thence South 00 Degrees 07 Minutes 08 Seconds East 2520.11 feet to the point of beginning.

Parcel B

Part of the Southeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Southeast corner of said Section 31; thence North 89 Degrees 46 Minutes 33 Seconds West along the South line of said Section 1626.53 feet to the point of beginning thence North 89 Degrees 46 Minutes 33 Seconds West along the same said South line 350.00 feet; thence North 00 Degrees 14 Minutes 04 Seconds West 2629.38 feet; thence North 89 Degrees 51 Minutes 00 Seconds East along the East and West 1/4 line of said Section, 350.00 feet; thence South 00 Degrees 14 minutes 04 Seconds East 2631.67 feet to the point of beginning.

SCHEDULE A
(Continued)

Westminster Title Agency, Inc.

Jodie L. Berbas

Jodie L. Berbas, Authorized Signatory

(This Schedule A valid only when Schedule B is attached)

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule B	POLICY NUMBER 5011400-3585426e

File No.: 106-21000911-CTB

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. 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.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. 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.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Policy Date.
6. Easements and /or Setback Lines, if any, as disclosed by the recorded plat.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109 (3) of the Subdivision Control Act of 1967, as amended.

Any loss or damage sustained by the Insured as a result of any inaccuracy in the amount of acreage reflected in Schedule A, legal description.

Rights of the public and any governmental agency in and to that portion of captioned property taken, deeded or used for street, road or highway purposes for Eight Mile Rd and Garfield Rd.

Right of Way in favor of Consumers Power Company for gas main purposes over the subject property, as recorded in Liber 3598, Page 202, Oakland County Records.

Terms and conditions of Notice of Claim under the Marketable Record Title Act as recited in instrument recorded in Liber 14579, Page 885, Oakland County Records.

SCHEDULE B

(Continued)

8. 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.
9. Lien for outstanding water or sewer charges, if any.
10. Rights of the public and of any Governmental unit in any part of subject property taken, used or deeded for street, road or highway purposes.
11. Easement agreement as disclosed in Liber 58320, Page 499, Oakland County Records.
12. Residential Unit Development Agreement as disclosed in Liber 58317, Page 65-95, Oakland County Records.

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule C	POLICY NUMBER 5011400-3585426e

File No.: 106-21000911-CTB

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

Property Located in the City of Novi, County of Oakland, State of Michigan:

Parcel A

Part of the Southeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Southeast corner of said Section 31; thence North 89 Degrees 46 Minutes 33 Seconds West along the South line of said Section 1100.00 feet to the point of beginning thence North 89 Degrees 46 Minutes 33 Seconds West along the same said South line 526.53 feet; thence North 00 Degrees 14 Minutes 04 Seconds West 2631.67 feet; thence North 89 Degrees 51 Minutes 00 Seconds East 1631.80 feet to the East 1/4 corner of said Section; thence South 00 Degrees 07 Minutes 08 Seconds East along the East line of said Section 115.00 feet; thence South 89 Degree 51 Minutes 00 Seconds West 1099.98 feet; thence South 00 Degrees 07 Minutes 08 Seconds East 2520.11 feet to the point of beginning.

Parcel B

Part of the Southeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Southeast corner of said Section 31; thence North 89 Degrees 46 Minutes 33 Seconds West along the South line of said Section 1626.53 feet to the point of beginning thence North 89 Degrees 46 Minutes 33 Seconds West along the same said South line 350.00 feet; thence North 00 Degrees 14 Minutes 04 Seconds West 2629.38 feet; thence North 89 Degrees 51 Minutes 00 Seconds East along the East and West 1/4 line of said Section, 350.00 feet; thence South 00 Degrees 14 minutes 04 Seconds East 2631.67 feet to the point of beginning.



ENDORSEMENT

Attached to Policy No.: 5011400-3585426e

Issued By

First American Title Insurance Company

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only:
 - a. "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
 - b. "Future Improvement" means a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
 - c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by Atwell dated October 14, 2022 last revised January 6, 2023, designated as 21003508 consisting of 51 sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
 - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances; or

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Westminster Title Agency, Inc.

Jodie L. Berbas

Jodie L. Berbas, Authorized Signatory

First American Title Insurance Company

Kenneth D. DeGiorgio

Kenneth D. DeGiorgio, President

Greg L. Smith

Greg L. Smith, Secretary

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ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

January 12, 2024

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

RE: **Parc Vista JSP 21-0047**
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Parc Vista development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office. We will forward the original to the City Clerk's office upon receipt.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer
City of Novi
January 12, 2024
Page 2

C: (w/Enclosures)
Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Ian Hogg, Planner
Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Alyssa Craigie, Administrative Assistant
Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Scott Hansen, Toll Brothers
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 8 day of January, 2024 by and between Toll Northeast V Corp., a Delaware corporation, whose address is 26200 Town Center Drive, Suite 200, Novi, MI 48375 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 31 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a Residential Unit Development on the Property called Parc Vista.
- B. The Parc Vista development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

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

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The

cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

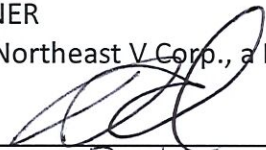
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

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

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

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER
Toll Northeast V Corp., a Delaware corporation

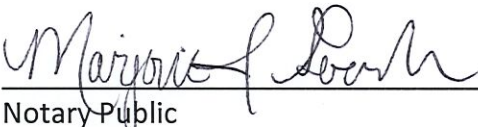


By: Isaac Boyd
Its: Division President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8 day of January, 2024, by Isaac Boyd, as the Division President of Toll Northeast V Corp., a Delaware corporation.

MARJORIE J. GOOCH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GENESEE
My Commission Expires 3/8/2026
Acting in the County of Oakland



Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 3/8/2026

CITY OF NOVI
A Municipal Corporation

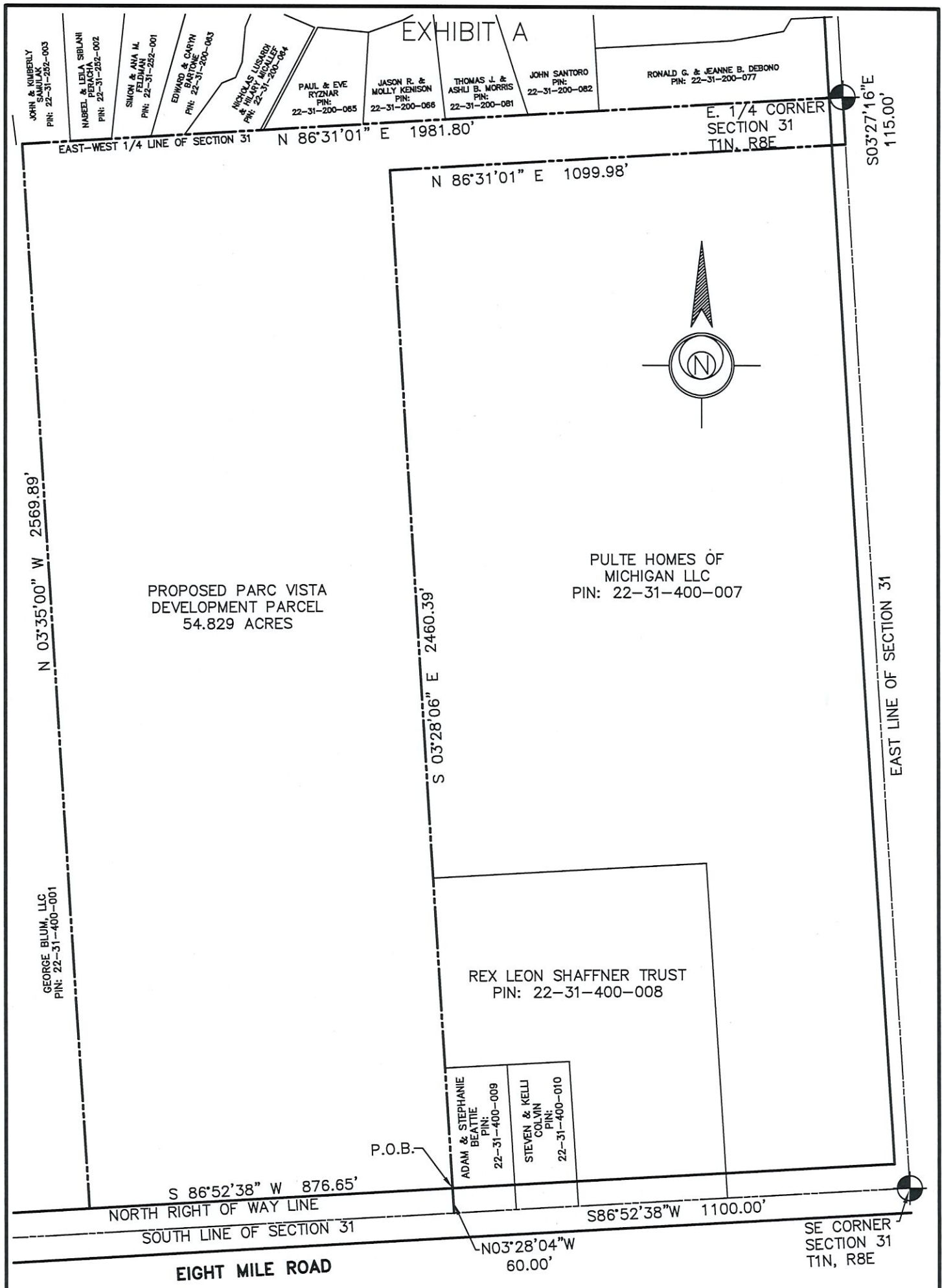
By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 20__, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
--	---



PARC VISTA OVERALL PARCEL EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



26200 Town Center Court
Suite 200
Novi, Michigan 48375
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 300'	DATE: 19 JAN 2023	DWG. 8341-STORM DRAINAGE

REV. 1-8-2024 -SRB- PER CITY REVIEW
REV. 12-14-2023 -SRB- PER CITY REVIEW
SHEET 1 OF 10

EXHIBIT A

LEGAL DESCRIPTION OVERALL PARCEL (BY OTHERS)

DESCRIPTION OF A 54.829 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S86°52'38"W (RECORDED AS N89°46'33"W AND N89°55'04"W) 1100.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 31, LYING IN EIGHT MILE ROAD (60 FOOT HALF WIDTH); THENCE N03°28'04"W (RECORDED AS N00°15'46"W) 60.00 FEET FOR A PLACE OF BEGINNING; THENCE S86°52'38"W (RECORDED AS N89°55'04"W) 876.65 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID EIGHT MILE ROAD; THENCE N03°35'00"W (RECORDED AS N00°22'42"W AND N00°14'04"W) 2569.89 FEET; THENCE N86°31'01"E (RECORDED AS N89°43'21"E AND N89°51'00"E) 1981.80 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 31, ALSO BEING THE SOUTHERLY LINE OF DEER RUN OF NOVI CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1303, AS RECORDED IN LIBER 21978, PAGE 266, OAKLAND COUNTY RECORDS, AND ITS EASTERLY EXTENSION THEREOF; THENCE S03°27'16"E (RECORDED AS S00°07'08"E AND S00°15'06"E) 115.00 FEET ALONG THE EAST LINE OF SAID SECTION 31, LYING IN GARFIELD ROAD (33 FOOT HALF WIDTH); THENCE S86°31'01"W (RECORDED AS S89°51'00"W AND S89°43'21"W) 1099.98 FEET; THENCE S03°28'06"E (RECORDED AS S00°15'46"E AND S00°07'08"E) 2460.39 FEET (RECORDED AS 2460.38 FEET) TO THE PLACE OF BEGINNING, CONTAINING 54.829 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET THEREOF AS OCCUPIED BY SAID GARFIELD ROAD, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

**PARC VISTA
OVERALL PARCEL
EXHIBIT**

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



26200 Town Center Court
Suite 200
Novi, Michigan 48375
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: NONE	DATE: 19 JAN 2023	DWG. 8341-STORM DRAINAGE

REV. 1-8-2024 -SRB- PER CITY REVIEW
REV. 12-14-2023 -SRB- PER CITY REVIEW

EXHIBIT B

PERMANENT MAINTENANCE

TO BE PERFORMED BY THE ASSOCIATION

TASKS	COMPONENTS							SCHEDULE	COST	
	PAVED AREAS	PERVIOUS AREAS	RIP-RAP/SILT FENCE	STORM DRAINAGE SYSTEM	CATCH BASIN SUMPS	CATCH BASIN INLET COVER	RETENTION BASIN			EMERGENCY OVERFLOW
INSPECT FOR SEDIMENT ACCUMULATION	X		X	X	X	X	X	SEMI-ANNUALLY/AS NEEDED*	\$100	
REMOVAL OF SEDIMENT ACCUMULATION	X		X	X	X	X	X	5-10 YRS/AS NEEDED*	\$500	
INSPECT FOR FLOATABLES AND DEBRIS				X	X		X	ANNUALLY	\$100	
CLEANING FOR FLOATABLES AND DEBRIS				X	X		X	ANNUALLY	\$150	
INSPECTION FOR EROSION		X	X				X	X	SEMI-ANNUALLY	\$100
REESTABLISH PERMANENT VEGETATION ON ERODED SLOPES		X					X	X	AS NEEDED	\$350
MOWING		X					X		AS NEEDED	\$400
INSPECT STRUCTURAL ELEMENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS (BY A PROFESSIONAL ENGINEER REPORTING TO THE ASSOCIATION)			X	X			X	X	ANNUALLY	\$150
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY ANNUAL WET WEATHER INSPECTION			X	X			X	X	AS NEEDED	\$400
KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES. REPORT TO THE ASSOCIATION.								ANNUALLY	\$100	
KEEP RECORDS OF ALL COSTS FOR INSPECTIONS, MAINTENANCE AND REPAIRS. REPORT TO THE ASSOCIATION.								ANNUALLY	\$100	
THE ASSOCIATION REVIEWS COST EFFECTIVENESS OF THE PREVENTATIVE MAINTENANCE PROGRAM AND MAKES NECESSARY ADJUSTMENTS								ANNUALLY		
THE ASSOCIATION IS TO HAVE A PROFESSIONAL ENGINEER CARRY OUT EMERGENCY INSPECTIONS UPON IDENTIFICATION OF SEVERE PROBLEMS								AS NEEDED	\$200	

ESTIMATED ANNUAL COST \$2650

* REMOVE ALL THE TEMPORARY CONTROLS AFTER GETTING APPROVAL BY THE SOIL EROSION INSPECTOR.

RETENTION BASIN MAINTENANCE SCHEDULE

THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THE RETENTION BASIN. MAINTENANCE SHOULD BE PERFORMED FOLLOWING ANY STORM AND SHOULD INCLUDE:

RETENTION BASIN

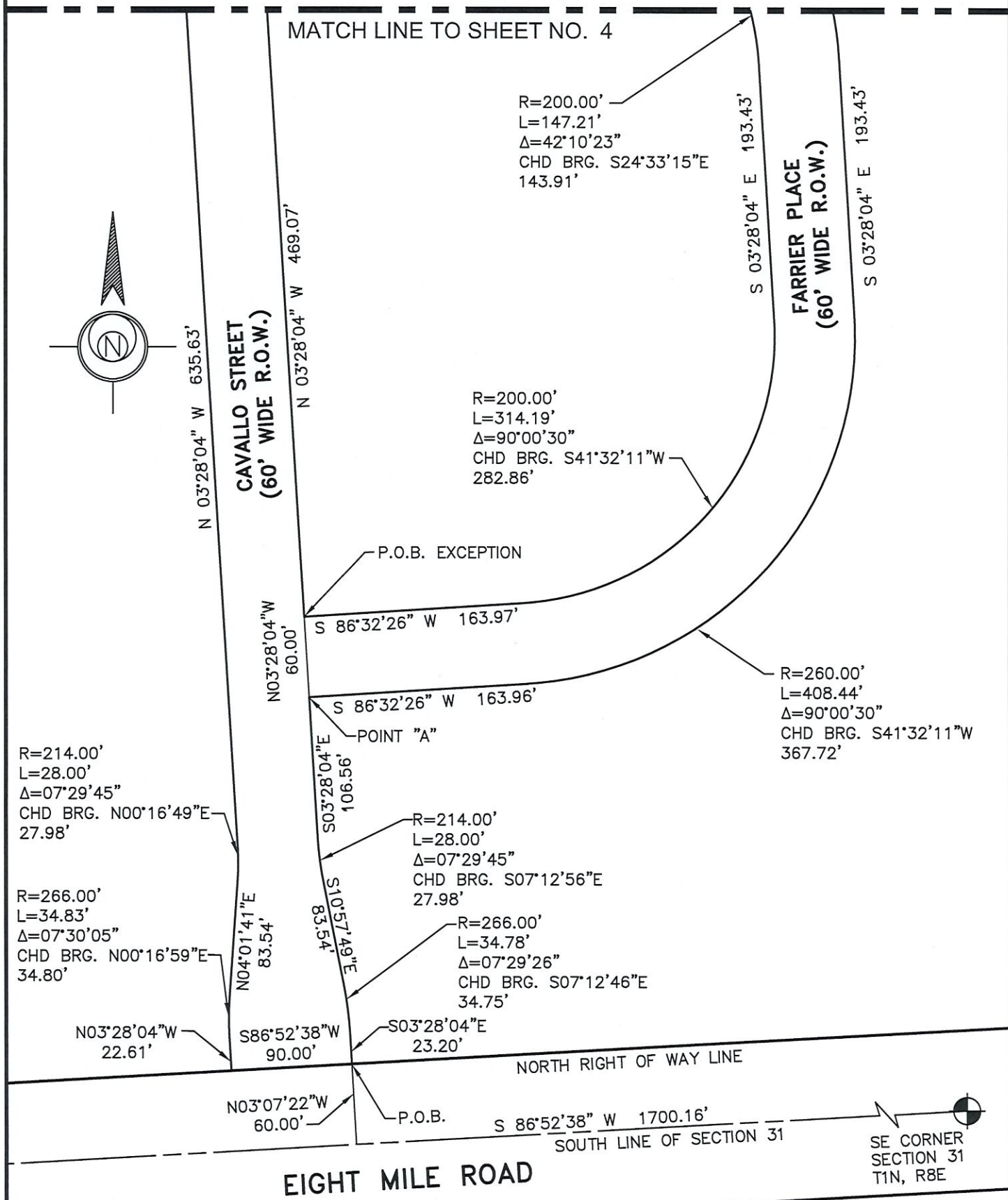
1. REGULARLY CHECK BANKS AND BOTTOM FOR EROSION (AT LEAST ANNUALLY) AND CORRECT AS NECESSARY.
2. INSPECT FOR AND REMOVE FLOATABLES AND DEBRIS AT LEAST ANNUALLY.
3. RESEED BANKS NEAR INLETS AND STABILIZE ERODED BANKS AS NECESSARY.
4. ADD ADDITIONAL PLANTINGS AS NECESSARY.
5. REMOVE DEAD VEGETATION (IN EARLY SPRING) THAT OBSTRUCTS FLOW.
6. INSPECT FOR SEDIMENT ACCUMULATION. REMOVE SEDIMENT WHEN ACCUMULATION REACHES SIX INCHES OR RESUSPENSION IS OBSERVED. WHEN SEDIMENT IS REMOVED IT WILL BE HAULED OFFSITE.

SEDIMENT FOREBAYS

1. CHECK OUTLETS REGULARLY FOR CLOGGING AND CLEAN WHEN NECESSARY, ESPECIALLY AFTER LARGE STORM EVENTS. REPLACE STONE AROUND STANDPIPE AS NEEDED.
2. INSPECT ENTIRE SYSTEM AT LEAST ANNUALLY INCLUDING INLET/OUTLET PIPES, ANIMAL GRATES AND FILTERS.
3. INSPECT FOR AND REMOVE FLOATABLES AND DEBRIS AT LEAST ANNUALLY.
4. REGULARLY CHECK BANKS AND BOTTOM FOR EROSION (AT LEAST ANNUALLY) AND CORRECT AS NECESSARY.
5. RESEED BANKS NEAR INLET/OUTLET AND STABILIZE ERODED BANKS AS NECESSARY.
6. ADD ADDITIONAL PLANTINGS AS NECESSARY.
7. REMOVE SEDIMENT WHEN ACCUMULATION REACHES SIX INCHES OR RESUSPENSION IS OBSERVED. WHEN SEDIMENT IS REMOVED IT WILL BE HAULED OFFSITE.

EXHIBIT C

MATCH LINE TO SHEET NO. 4



PARC VISTA
ROAD RIGHT OF WAY
EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

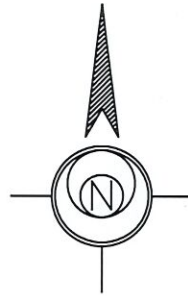


26200 Town Center Court
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Novi, Michigan 48375
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 100'	DATE: 19 JAN 2023	DWG. 8341-STORM DRAINAGE

REV. 1-8-2024 -SRB- PER CITY REVIEW
REV. 12-14-2023 -SRB- PER CITY REVIEW



PROPOSED PARC VISTA
DEVELOPMENT PARCEL
54.829 ACRES

N 03°28'06" W 869.25'
**PALOMINO DRIVE
(60' WIDE R.O.W.)**
S 03°28'06" E 869.25'

GEORGE BLUM, LLC
PIN: 22-31-400-001

R=260.00'
L=170.14'
Δ=37°29'35"
CHD BRG. S15°16'42"W
167.12'

R=200.00'
L=314.16'
Δ=90°00'02"
CHD BRG. N41°31'55"E
282.84'

R=260.00'
L=178.04'
Δ=39°14'04"
CHD BRG. N66°54'54"E
174.58'

R=260.00'
L=195.25'
Δ=43°01'38"
CHD BRG. S24°58'53"E
190.70'

N03°35'00"W
60.00'

N 86°31'56" E 411.37'

S 86°31'56" W 203.47'

**PALOMINO DRIVE
(60' WIDE R.O.W.)**
N 86°31'56" E 147.78'

MATCH LINE TO SHEET NO. 3

PARC VISTA ROAD RIGHT OF WAY EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



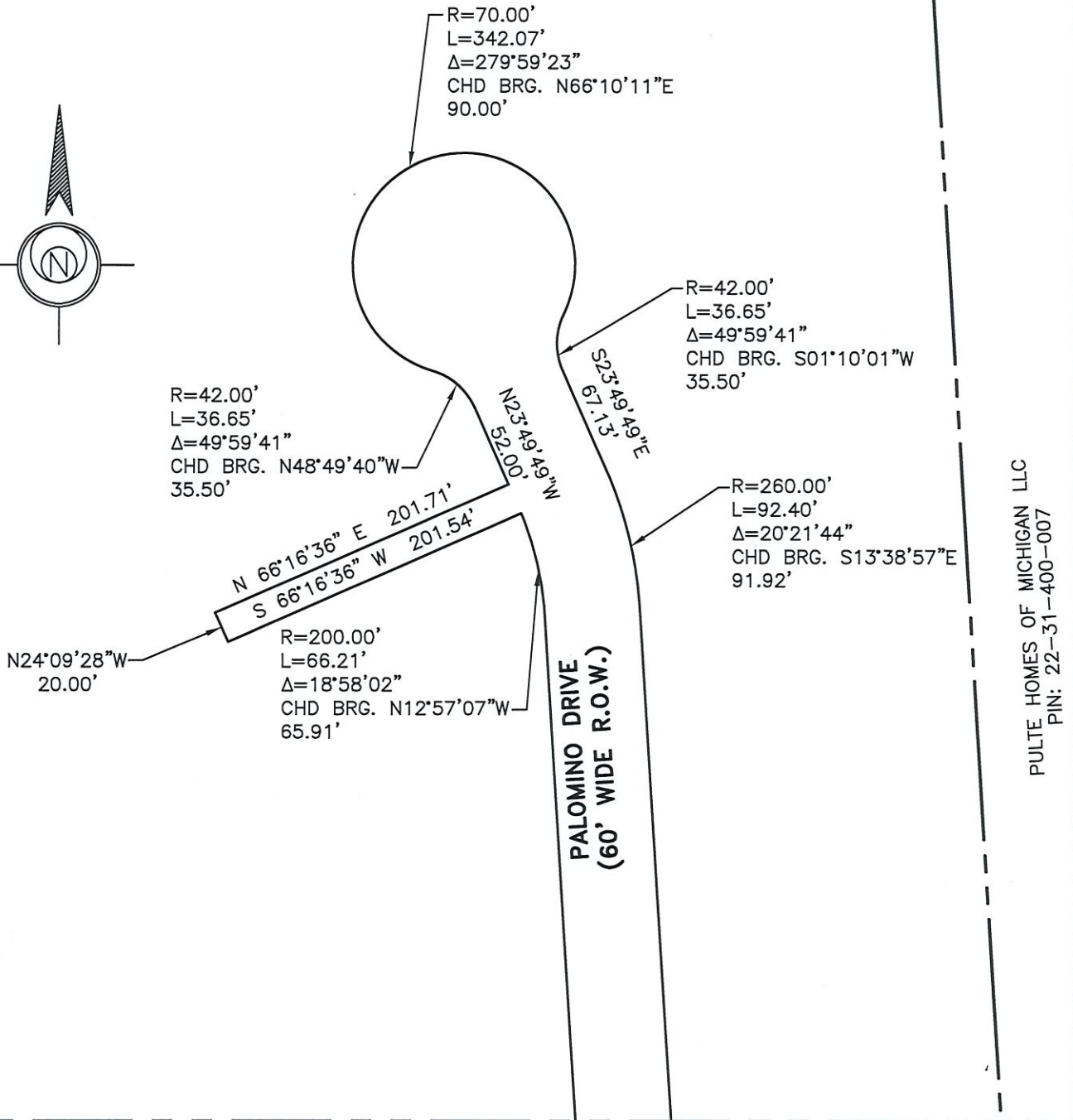
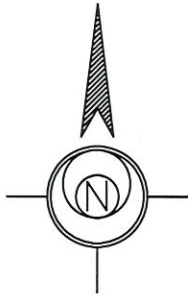
26200 Town Center Court
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Novi, Michigan 48375
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FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

REV. 1-8-2024 -SRB- PER CITY REVIEW
REV. 12-14-2023 -SRB- PER CITY REVIEW

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 100'	DATE: 19 JAN 2023	DWG. 8341-STORM DRAINAGE

EXHIBIT C



**PARC VISTA
ROAD RIGHT-OF-WAY
EXHIBIT**

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



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CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
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REV. 1-8-2024 -SRB- PER CITY REVIEW
REV. 12-14-2023 -SRB- PER CITY REVIEW

EXHIBIT C DESCRIPTION

ROAD RIGHT-OF-WAY

A ROAD RIGHT-OF-WAY LOCATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE S86°52'38"W 1700.16 FEET ALONG THE SOUTH LINE OF SAID SECTION 31 AND THE CENTERLINE OF 8 MILE ROAD (60 FOOT HALF WIDTH); THENCE N03°07'22"W 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID 8 MILE ROAD TO THE POINT OF BEGINNING AND THE EASTERLY RIGHT OF WAY LINE OF CAVALLO STREET (60 FEET WIDE); THENCE ALONG THE NORTH LINE OF 8 MILE ROAD RIGHT OF WAY S86°52'38"W 90.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CAVALLO STREET (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE N03°28'04"W 22.61 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 266.00 FEET, AN ARC LENGTH OF 34.83 FEET, CHORD BEARING N00°16'59"E 34.80 FEET; THENCE N04°01'41"E 83.54 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 214.00 FEET, AN ARC LENGTH OF 28.00 FEET, CHORD BEARING N00°16'49"E 27.98 FEET; THENCE N03°28'04"W 635.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PALOMINO DRIVE (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE S86°31'56"W 203.47 FEET TO THE EASTERLY LINE OF GEORGE BLUM, LLC PIN: 22-31-400-001; THENCE ALONG SAID LINE N03°35'00"W 60.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PALOMINO DRIVE (60 FEET WIDE); THENCE THENCE ALONG SAID RIGHT OF WAY LINE N86°31'56"E 411.37 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 314.16 FEET, CHORD BEARING N41°31'55"E 282.84 FEET; THENCE N03°28'06"W 869.25 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 66.21 FEET, CHORD BEARING N12°57'07"W 65.91 FEET; THENCE S66°16'36"W 201.54 FEET; THENCE N24°09'28"W 20.00 FEET; THENCE N66°16'36"E 201.71 FEET; THENCE N23°49'49"W 52.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 36.65 FEET, CHORD BEARING N48°49'40"W 35.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 342.07 FEET, CHORD BEARING N66°10'11"E 90.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PALOMINO DRIVE (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 36.65 FEET, CHORD BEARING S01°10'01"W 35.50 FEET; THENCE S23°49'49"E 67.13 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 92.40 FEET, CHORD BEARING S13°38'57"E 91.92 FEET; THENCE S03°28'06"E 869.25 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH 170.14 FEET, CHORD BEARING S15°16'42"W 167.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FARRIER PLACE (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 195.25 FEET, CHORD BEARING S24°58'53"E 190.70 FEET; THENCE S03°28'04"E 193.43 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 408.44 FEET, CHORD BEARING S41°32'11"W 367.72 FEET TO THE SOUTHERLY RIGHT OF WAY OF FARRIER PLACE (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY S86°32'26"W 163.96 FEET TO POINT "A" AND THE EASTERLY RIGHT OF WAY LINE OF CAVALLO STREET (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE S03°28'04"E 106.56 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 214.00 FEET, AN ARC LENGTH OF 28.00 FEET, CHORD BEARING S07°12'56"E 27.98 FEET; THENCE S10°57'49"E 83.54 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 266.00 FEET, AN ARC LENGTH OF 34.78 FEET, CHORD BEARING S07°12'46"E 34.75 FEET; THENCE S03°28'04"E 23.20 FEET TO THE POINT OF BEGINNING. DEPICTED ON EXHIBIT A.

EXCEPT FOR THE FOLLOWING:

DESCRIBED AS COMMENCING AT POINT "A" AND THE EASTERLY RIGHT OF WAY LINE OF CAVALLO STREET (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE N03°28'04"W 60.00 FEET TO THE POINT OF BEGINNING; THENCE N03°28'04"W 469.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PALOMINO DRIVE (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE N86°31'56"E 147.78 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 178.04 FEET, CHORD BEARING N66°54'54"E 174.58 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FARRIER PLACE (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 147.21 FEET, CHORD BEARING S24°33'15"E 143.91 FEET; THENCE S03°28'04"E 193.43 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 314.19 FEET, CHORD BEARING S41°32'11"W 282.86 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FARRIER PLACE (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE S86°32'26"W 163.97 FEET TO THE POINT OF BEGINNING. DEPICTED ON EXHIBIT A.

PIN: 22-31-400-011 & 012

PARC VISTA ROAD RIGHT-OF-WAY EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



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CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

REV. 1-8-2024 -SRB- PER CITY REVIEW
REV. 12-14-2023 -SRB- PER CITY REVIEW
SHEET 6 OF 10

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: NONE	DATE: 19 JAN 2023	DWG. 8341-STORM DRAINAGE

EXHIBIT D

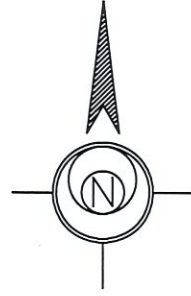
MATCH LINE TO SHEET NO. 8

PALOMINO DRIVE
(60' WIDE R.O.W.)

GEORGE BLUM, LLC
PIN: 22-31-400-001

N 03°35'00" W 1156.84'

CAVALLO STREET
(60' WIDE R.O.W.)



N03°35'00"W
60.00'

NORTH RIGHT OF WAY LINE

SE CORNER
SECTION 31
T1N, R8E

S 86°52'38" W 1976.53'
SOUTH LINE OF SECTION 31

EIGHT MILE ROAD

PARC VISTA STORM DRAINAGE EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



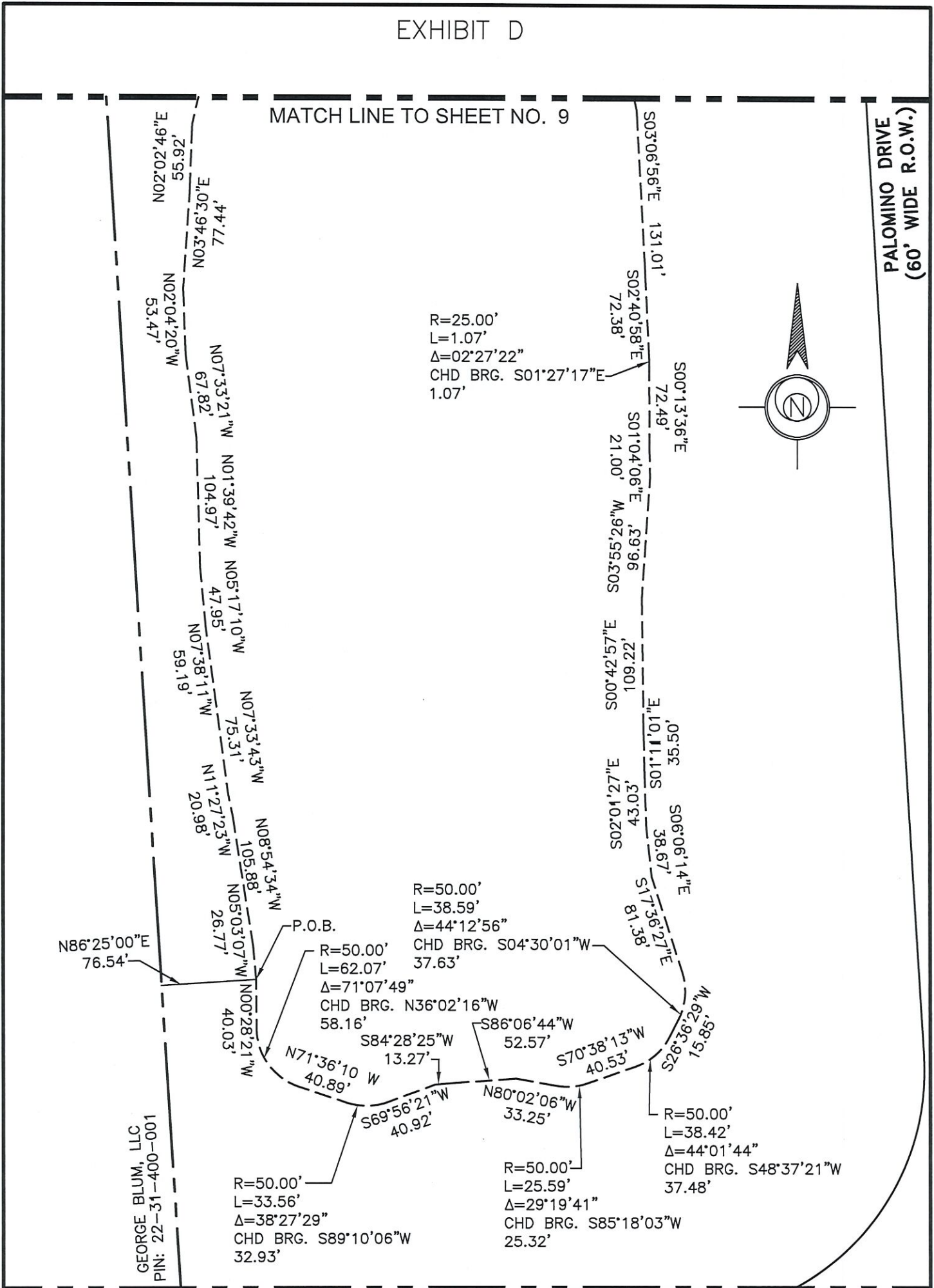
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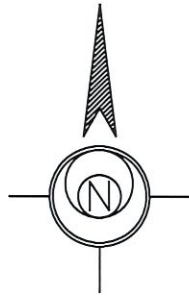
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SCALE: 1" = 100'	DATE: 19 JAN 2023	DWG. 8341-STORM DRAINAGE

EXHIBIT D



PALOMINO DRIVE
(60' WIDE R.O.W.)



R=25.00'
L=1.07'
Δ=02°27'22"
CHD BRG. S01°27'17"E
1.07'

R=50.00'
L=38.59'
Δ=44°12'56"
CHD BRG. S04°30'01"W
37.63'

R=50.00'
L=62.07'
Δ=71°07'49"
CHD BRG. N36°02'16"W
58.16'

R=50.00'
L=38.42'
Δ=44°01'44"
CHD BRG. S48°37'21"W
37.48'

R=50.00'
L=25.59'
Δ=29°19'41"
CHD BRG. S85°18'03"W
25.32'

R=50.00'
L=33.56'
Δ=38°27'29"
CHD BRG. S89°10'06"W
32.93'

N86°25'00"E
76.54'

GEORGE BLUM, LLC
PIN: 22-31-400-001

MATCH LINE TO SHEET NO. 7

MATCH LINE TO SHEET NO. 9

PARC VISTA
STORM DRAINAGE
EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



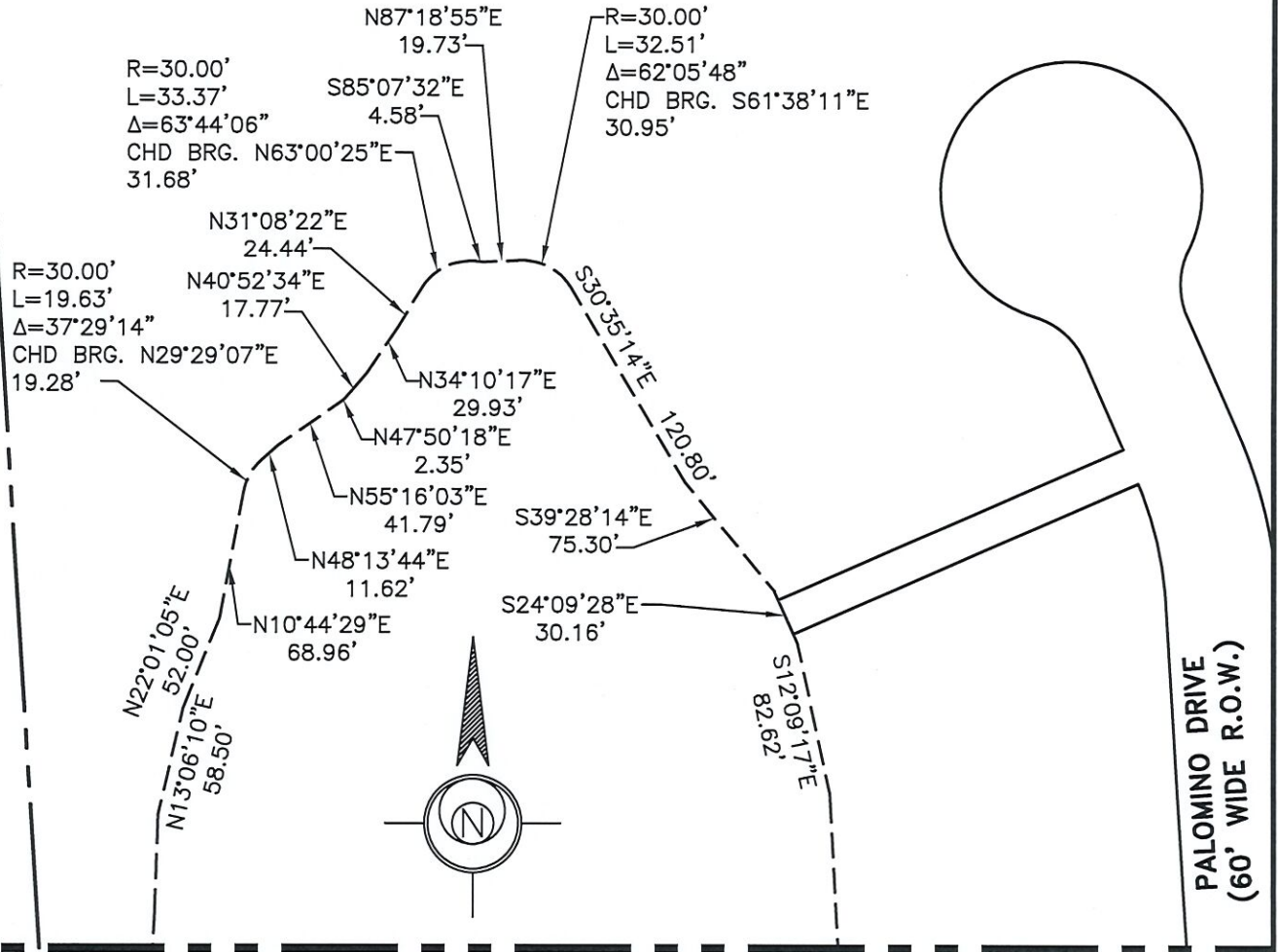
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CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

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REV. 1-8-2024 -SRB- PER CITY REVIEW
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EXHIBIT D



MATCH LINE TO SHEET NO. 8

PARC VISTA STORM DRAINAGE EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8
EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



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REV. 12-14-2023 -SRB- PER CITY REVIEW

EXHIBIT D DESCRIPTION

STORM DRAINAGE

A STORM DRAINAGE BASIN AREA LOCATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE S86°52'38"W 1976.53 FEET ALONG THE SOUTH LINE OF SAID SECTION 31 AND THE CENTERLINE OF 8 MILE ROAD (60 FOOT HALF WIDTH); THENCE N03°35'00"W 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID 8 MILE ROAD AND THE EASTERLY LINE OF GEORGE BLUM, LLC PIN: 22-31-400-001; THENCE ALONG SAID LINE N03°35'00"W 1156.84 FEET; THENCE N86°25'00"E 76.54 TO THE POINT OF BEGINNING; THENCE N05°03'07"W 26.77 FEET; THENCE N08°54'34"W 105.88 FEET; THENCE N11°27'23"W 20.98 FEET; THENCE N07°33'43"W 75.31 FEET; THENCE N07°38'11"W 59.19 FEET; THENCE N05°17'10"W 47.95 FEET; THENCE N01°39'42"W 104.97 FEET; THENCE N07°33'21"W 67.82 FEET; THENCE N02°04'20"W 53.47 FEET; THENCE N03°46'30"E 77.44 FEET; THENCE N02°02'46"E 55.92 FEET; N13°06'10"E 58.50 FEET; THENCE N22°01'05"E 52.00 FEET; THENCE N10°44'29"E 68.96 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 19.63 FEET, CHORD BEARING N29°29'07"E 19.28 FEET; THENCE N48°13'44"E 11.62 FEET; THENCE N55°16'03"E 41.79 FEET; THENCE N47°50'18"E 2.35 FEET; THENCE N40°52'34"E 17.77 FEET; THENCE N34°10'17"E 29.93 FEET; THENCE N31°08'22"E 24.44 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 33.37 FEET, CHORD BEARING N63°00'25"E 31.68 FEET; THENCE S85°07'32"E 4.58 FEET; THENCE N87°18'55"E 19.73 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 32.51 FEET, CHORD BEARING S61°38'11"E 30.95 FEET; THENCE S30°35'14"E 120.80 FEET; THENCE S39°28'14"E 75.30 FEET; THENCE S24°09'28"E 30.16 FEET; THENCE S12°09'17"E 82.62 FEET; S03°06'56"E 131.01 FEET; THENCE S02°40'58"E 72.38 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 1.07 FEET, CHORD BEARING S01°27'17"E 1.07 FEET; THENCE S00°13'36"E 72.49 FEET; S01°04'06"E 21.00 FEET; THENCE S03°55'26"W 96.63 FEET; THENCE S00°42'57"E 109.22 FEET; THENCE S01°11'01"E 35.50 FEET; THENCE S02°01'27"E 43.03 FEET; THENCE S06°06'14"E 38.67 FEET; THENCE S17°36'27"E 81.38 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 38.59 FEET, CHORD BEARING S04°30'01"W 37.63 FEET; THENCE S26°36'29"W 15.85 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 38.42 FEET, CHORD BEARING S48°37'21"W 37.48 FEET; THENCE S70°38'13"W 40.53 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 25.59 FEET, CHORD BEARING S85°18'03"W 25.32 FEET; THENCE N80°02'06"W 33.25 FEET; THENCE S86°06'44"W 52.57 FEET; THENCE S84°28'25"W 13.27 FEET; THENCE S69°56'21"W 40.92 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 33.56 FEET, CHORD BEARING S89°10'06"W 32.93 FEET; THENCE N71°36'10"W 40.89 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 62.07 FEET, CHORD BEARING N36°02'16"W 58.16 FEET; THENCE N00°28'21"W 40.03 FEET TO THE POINT OF BEGINNING. DEPICTED ON EXHIBIT D.

PIN: 22-31-400-011 & 012

PARC VISTA STORM DRAINAGE EXHIBIT

SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



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CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 100'	DATE: 19 JAN 2023	DWG. 8341-STORM DRAINAGE

REV. 1-8-2024 -SRB- PER CITY REVIEW
REV. 12-14-2023 -SRB- PER CITY REVIEW

February 1, 2024

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

Re: Parc Vista - Acceptance Documents Review
Novi # JSP21-0047
SDA Job No. NV23-201
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on December 19, 2023 against the Final Site Plan (Stamping Set) approved on July 20, 2023 and against the as-built plans. We offer the following comments:

Final Acceptance Documents

1. On-Site Water System Easement
(executed on 01/08/2024: exhibit dated 01/05/2023)
Exhibits Approved.
2. On-Site Sanitary Sewer Easement
(executed on 01/08/2024: exhibit dated 01/03/2023)
Exhibits Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement
(executed on 01/08/2024: exhibit dated 01/08/2024)
Exhibits A, B, C, D Approved.
4. Emergency Access Easement
(unexecuted: exhibit dated 12/29/2022)
Exhibits Approved.
5. Warranty Deed for Road Right-of-Way
(executed, unrecorded, dated 02/16/2023)
Exhibits Approved.
6. Monument Easement
(unexecuted, exhibit dated 12/05/2023)
Exhibits Approved.
7. Bills of Sale: Sanitary Sewer System and Water Supply System
(executed, dated 01/09/2024)
Exhibits Approved

8. Full Unconditional Waivers of Lien from contractors installing public utilities
(executed, dated 12/13/2023)
Received
9. Sworn Statement signed by Developer
(executed, dated 01/09/2024)
Received
10. Warranty Deed
(executed, dated 01/08/2024)
Exhibit 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 March 10, 2023 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



Taylor E. Reynolds, PE
Senior Project Manager

Cc (via Email): Holly Demers, Spalding DeDecker
Adam Yako, City of Novi
Cortney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Alyssa Craigie, City of Novi
Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
James Hill, City of Novi
Heather Zeigler, City of Novi

February 6, 2024

Mrs. Humna Ajum
Mr. Adam Yako
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: Parc Vista
Storm Water Detention System Inspection
Novi SP No.: JSP21-0047
SDA Job No.: NV23-201

Dear Mrs. Anjum & Mr. Yako:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping, detention basins and outlet control structures for the above mentioned project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans and recommend a full release of this financial guarantee.

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

Sincerely,

SPALDING DeDECKER



Sydney Waynick
Engineer

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)
Scott Hansen, Toll Brothers (e-mail)
Brian Woellmer, Toll Brothers (e-mail)
SDA CE Job File