



**CITY of NOVI CITY COUNCIL**

**Agenda Item I  
January 9, 2017**

**SUBJECT:**

Acceptance of a sidewalk easement from Beck Ten Land, LLC, as part of the Valencia Estates development located north of Ten Mile Road and west of Beck Road (Parcels 22-20-402-042, 22-20-402-041, and 22-20-402-039).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division GDM

**CITY MANAGER APPROVAL:** PA

**BACKGROUND INFORMATION:**

The developer of Valencia Estates is requesting the acceptance of sidewalk easements to satisfy one of the conditions in the site plan approval. The approved site plan shows sidewalks across private property connecting to adjacent public sidewalks.

The enclosed sidewalk easements have been favorably reviewed by the City Attorney (Beth Saarela's November 17, 2016 letter, attached) and are recommended for approval.

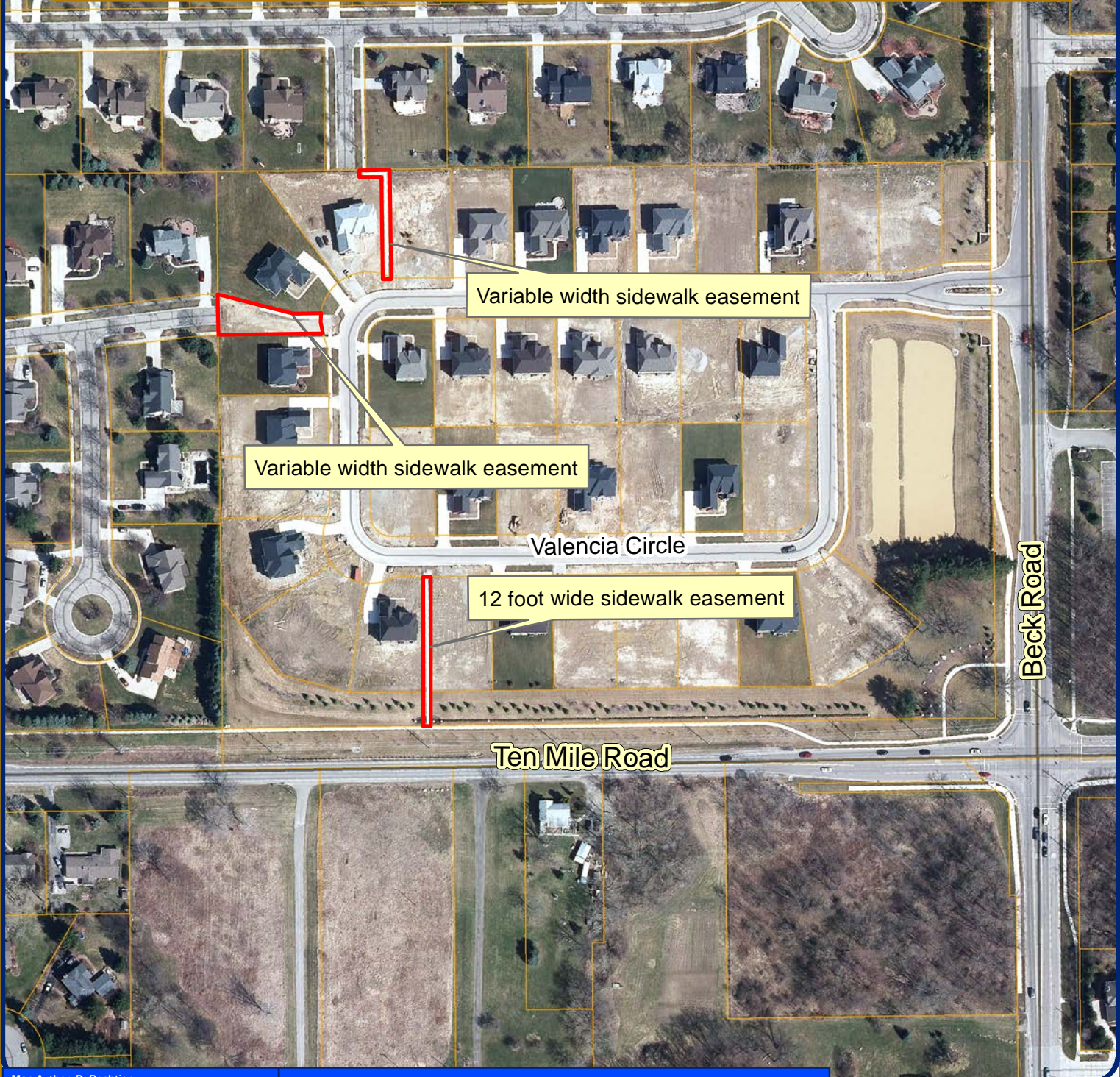
**RECOMMENDED ACTION:**

Acceptance of a sidewalk easements from Beck Ten Land, LLC, as part of the Valencia Estates development located north of Ten Mile Road and west of Beck Road (Parcels 22-20-402-042, 22-20-402-041, and 22-20-402-039).

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Burke</b>				
<b>Council Member Casey</b>				

	1	2	Y	N
<b>Council Member Markham</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

# Valencia Estates Sidewalk easements Location Map

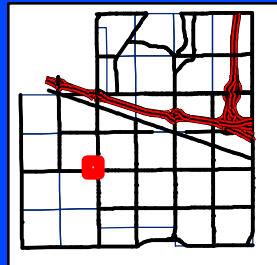


Map Author: D. Rehtien  
Date: 12/21/2016  
Project:  
Version #:

Amended By:  
Date:  
Department:

**MAP INTERPRETATION NOTICE**

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



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



1 inch = 208 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

November 17, 2016

George D. Melistas, Engineering Senior Manager  
CITY OF NOVI  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**Re: Valencia Estates SP 12-0049  
Roads - Review for Acceptance**

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find, the following on-site documents for the Valencia Estates residential site condominium development:

- Warranty Deed – Interior Roads (**Approved**)
- Partial Discharge of Mortgage – Interior Roads (**Approved**)
- Warranty Deed – Ten Mile Right of Way (**Approved**)
- Bill of Sale (**Approved**)
- Maintenance and Guarantee Bond (**Approved**)
- Title Commitment
- Sidewalk Easement (**Approved**)

We have the following comments relating to the above-named documents:

**Ten Mile and Interior Roads**

Beck Ten Land, LLC seeks to convey the internal Condominium Roads and adjacent Ten Mile Road right-of-way for public use and maintenance. We have reviewed and approve the format and language of the above Warranty Deeds and Bill of Sale for the internal roads paving. The exhibits have been reviewed and approved by the City's Consulting Engineer. The Partial Discharge of Mortgage is acceptable as provided and should be recorded by the lender. The Warranty Deeds may be placed on an upcoming City Council Agenda for acceptance.

The Maintenance and Guarantee bond for the internal road paving is in the City's standard format for a surety bond and is acceptable for the purpose of guaranteeing the paving against defects in materials and workmanship for two years from the date of acceptance.

**Sidewalk Easement**

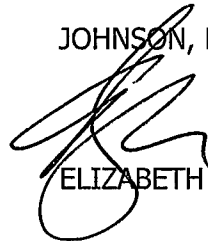
We have reviewed and approve the enclosed Sidewalk Easement between Units 9 and 10 and 17 and 18 of the Condominium. The Sidewalk Easement is in the City's standard format, and the lender's Consent document is acceptable as provided. The exhibits have been reviewed and approved by the City's Consulting Engineer. The Sidewalk Easement may be placed on an upcoming City Council Agenda for acceptance.

Once approved and accepted by City Council, the Warranty Deeds and Sidewalk Easement should be recorded with Oakland County Records in the usual manner. The Commitment for Title Insurance, Maintenance and Guarantee Bond and Bills of Sale should be retained in the City's file.

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



ELIZABETH KUDLA SAARELA

EMK

Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Angie Pawlowski, Building Project Bond Coordinator (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Theresa Bridges, Construction Engineer (w/Enclosures)  
Sarah Marchioni, Building Project Coordinator (w/Enclosures)  
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Brad Botham, Pinnacle Homes (w/Enclosures)  
Nicholas P. Scavone, Jr., Esquire (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**SIDEWALK EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Beck Ten Land LLC, a Michigan limited liability company, whose address is 1666 S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, 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 29, 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 assign.

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.

Dated this 25th day of October, 2016.

Beck Ten Land LLC, a Michigan limited liability company

By: [Signature]  
Howard Fingerroot  
Its: Manager

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

The foregoing instrument was acknowledged before me this 25th day of October, 2016 by Howard Fingerroot, Manager of Beck Ten Land LLC, a Michigan limited liability company, on behalf of the company.



[Signature]  
Notary Public  
[Signature] County, Michigan  
My Commission Expires:  
Acting in the County of 103418

Drafted By:  
Elizabeth K. Saarela  
Johnson, Rosati, Schultz & Joppich, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

When recorded return to:  
Maryanne Cornelius, Clerk  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

## MORTGAGEE CONSENT

Comerica Bank, a Texas banking association ("Mortgagee"), whose address is 411 W. Lafayette, 6<sup>th</sup> Floor, Detroit, Michigan 48226, is the mortgagee under the Amended, Restated and Consolidated Continuing Collateral Mortgage made by Beck Ten Land LLC, a Michigan limited liability company ("Mortgagor"), whose address is 1668 S. Telegraph Rd., #200, Bloomfield Hills, Michigan 48302, to Mortgagee dated March 13, 2015 and recorded on March 23, 2015 in Liber 47988, Page 122, Oakland County Records (as it may be amended, the "Mortgage").

The permanent easement for public walkway ("Easement") granted under the foregoing Sidewalk Easement to which this Mortgagee Consent is attached burdens certain common elements ("Common Elements") in Valencia Estates, a Condominium according to the Master Deed recorded in Liber 46333, Page 761, as amended, and designated as Oakland County Condominium Subdivision Plan No. 2053 (the "Condominium"). The Mortgage encumbers Units in the Condominium including rights of such Unit-owners to the use of the Common Elements. The granting of the Easement under the foregoing Sidewalk Easement requires Mortgagee's consent under the Mortgage. Mortgagee consents to the foregoing Sidewalk Easement. Such consent shall not act as a consent to any other instrument, transaction, act or omission, whether related or unrelated to the foregoing Sidewalk Easement.

Mortgagee further subordinates the Mortgage to the foregoing Sidewalk Easement. Such subordination is limited solely to the foregoing Sidewalk Easement, and shall not apply to any amendment or modification of the Sidewalk Easement, or to any other instrument or agreement, whether now existing or hereafter arising.

Mortgagee makes no representation or warranty of any kind or nature concerning the foregoing Sidewalk Easement, any of its terms and provisions, or the legal sufficiency thereof. By execution hereof, Mortgagee does not assume and shall not be responsible for any of the obligations or liabilities of either party contained in the foregoing Sidewalk Easement. This Consent shall not affect or impair the liens and security interests granted under the Mortgage, or the rights and remedies of Mortgagee as set forth in the Mortgage.

Dated October 11, 2016.

COMERICA BANK, a Texas banking association

By: 

Susan K. Zscherung

Its: Vice President

**Acknowledgment**

STATE OF MICHIGAN    )  
                                  )SS.  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this 11 day of October, 2016, by Susan K. Zscherer, a Vice President of COMERICA BANK, a Texas banking association, on behalf of said banking association.

*Linda Dale Agunbiade*

Notary Public, Wayne County, Michigan  
Acting in Wayne County, Michigan  
My commission expires: 7-1-2020

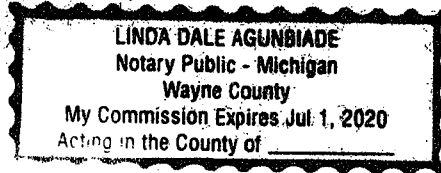


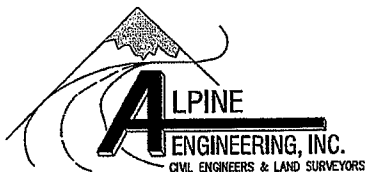
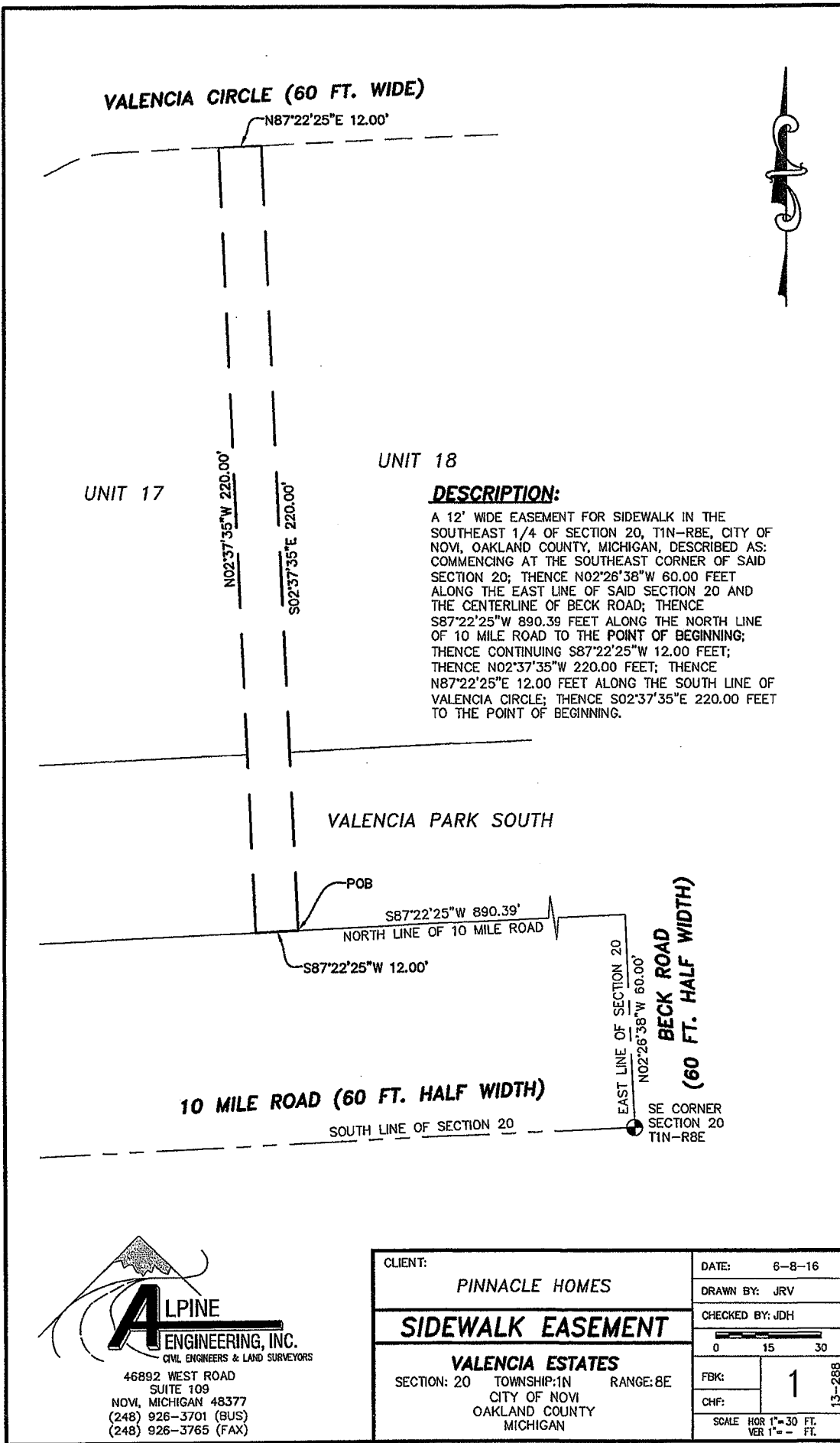


EXHIBIT A

Land located in the City of Novi, County Of Oakland and State of Michigan:

Units 1-38, Valencia Estates, a condominium according to the Master Deed thereof, recorded in Liber 46333, page 761, Oakland County Records, being Oakland County Condominium Subdivision Plan No. 2053

EXHIBIT B  
SIDEWALK EASEMENT

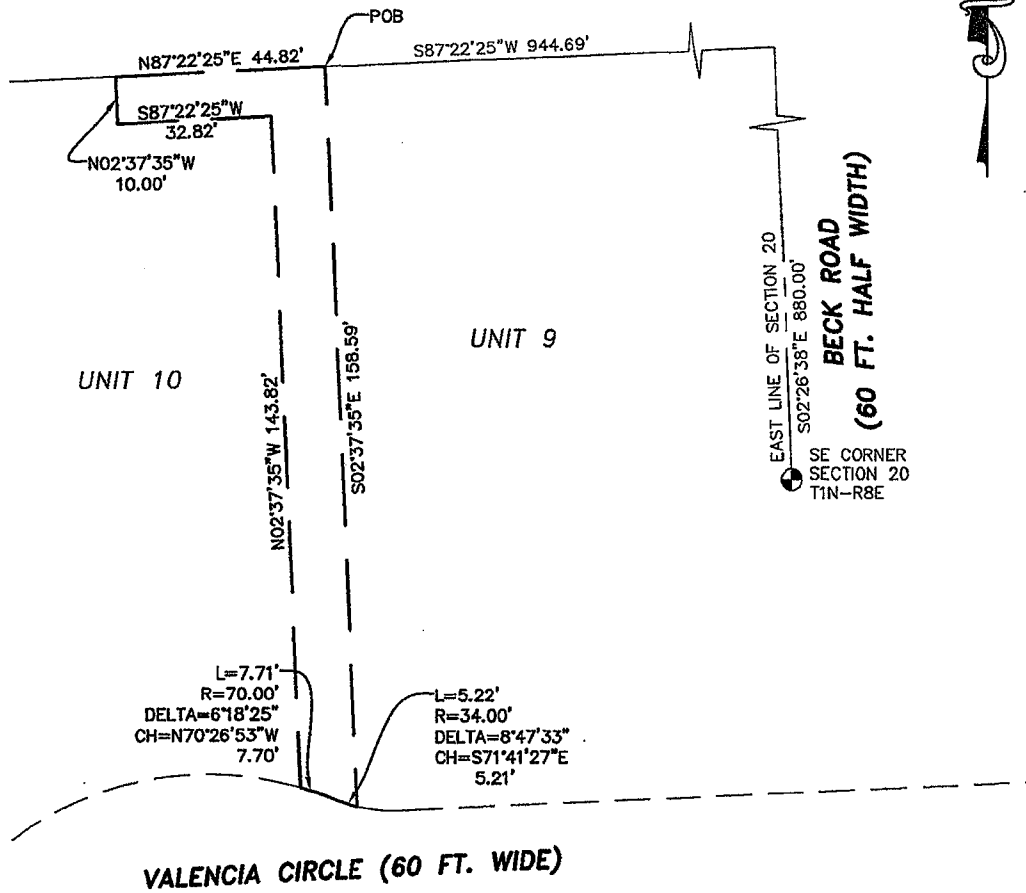


46892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT:	PINNACLE HOMES		DATE:	6-8-16
<b>SIDEWALK EASEMENT</b>			DRAWN BY:	JRV
			CHECKED BY:	JDH
<b>VALENCIA ESTATES</b> SECTION: 20    TOWNSHIP: 1N    RANGE: 8E CITY OF NOVI OAKLAND COUNTY MICHIGAN				
			FBK:	1
			CHP:	
			SCALE HOR 1" = 30 FT. VER 1" = - FT.	

13-288

GREENWOOD OAKS SUB NO. 3



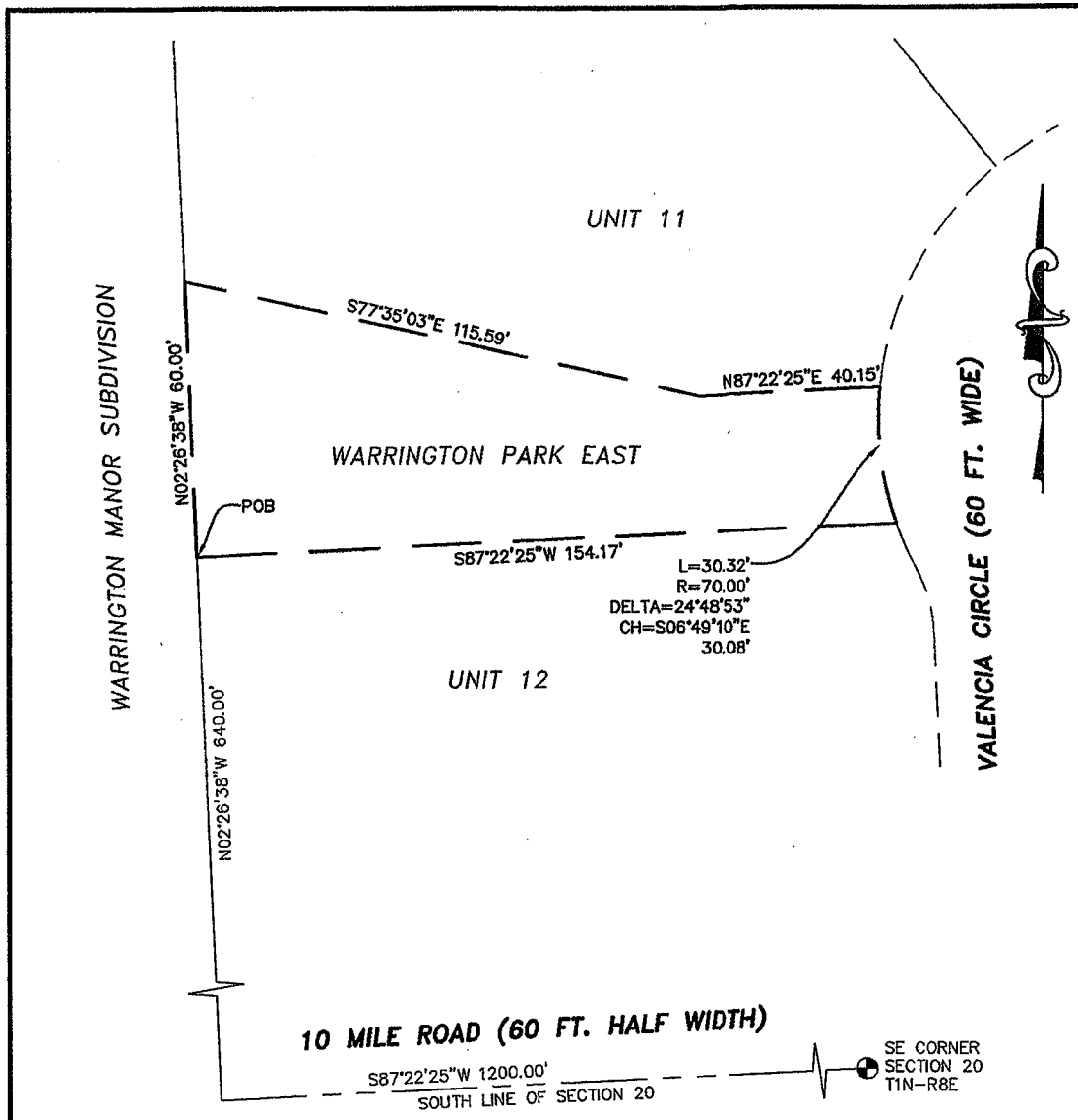
**DESCRIPTION:**

A VARIABLE WIDTH EASEMENT FOR SIDEWALK IN THE SOUTHEAST 1/4 OF SECTION 20, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N02°26'38\"/>

**ALPINE**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

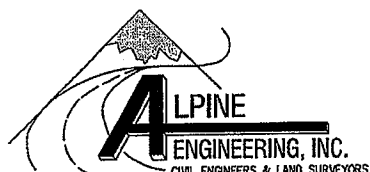
46892 WEST ROAD  
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CLIENT:	PINNACLE HOMES		DATE:	6-8-16
<b>SIDEWALK EASEMENT</b>			DRAWN BY:	JRV
			CHECKED BY:	JDH
<b>VALENCIA ESTATES</b> SECTION: 20    TOWNSHIP: 1N    RANGE: 8E CITY OF NOVI OAKLAND COUNTY MICHIGAN				
			FBK:	1
CHF:		SCALE HOR 1"=40 FT. VER 1"=- FT.		



**DESCRIPTION:**

A VARIABLE WIDTH EASEMENT FOR SIDEWALK IN THE SOUTHEAST 1/4 OF SECTION 20, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE S87°22'25"W 1200.00 FEET ALONG THE SOUTH LINE OF SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE N02°26'38"W 640.00 FEET ALONG THE EAST LINE OF WARRINGTON MANOR SUBDIVISION (AS RECORDED IN LIBER 218, P.23, OAKLAND COUNTY RECORDS) TO THE POINT OF BEGINNING; THENCE CONTINUING N02°26'38"W 60.00 FEET ALONG SAID EAST LINE OF WARRINGTON MANOR SUBDIVISION; THENCE S77°35'03"E 115.59 FEET; THENCE N87°22'25"E 40.15 FEET; THENCE 30.32 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S06°49'10"E 30.08 FEET; THENCE S87°22'25"W 154.17 FEET TO THE POINT OF BEGINNING.



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

CLIENT:	PINNACLE HOMES	DATE:	6-8-16
<b>SIDEWALK EASEMENT</b>		DRAWN BY:	JRV
		CHECKED BY:	JDH
<b>VALENCIA ESTATES</b>			
		SECTION: 20	TOWNSHIP: 1N
CITY OF NOVI OAKLAND COUNTY MICHIGAN		FBK:	1
		CHF:	
		SCALE HOR 1" = 40 FT. VER 1" = 10 FT.	

13-288

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that Beck Ten Land LLC, a Michigan limited liability company, whose address is 1666 S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, conveys and warrants to 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, to wit:

See attached Exhibit "A" attached hereto and 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 and 00/100 (\$1.00) Dollars .

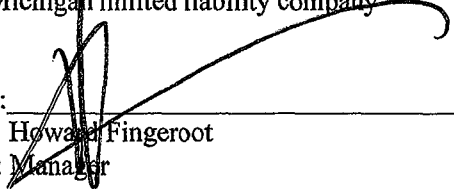
THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

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

Dated this 25<sup>TH</sup> day of October, 2016.

Signed by:

Beck Ten Land LLC,  
a Michigan limited liability company

By:   
Howard Fingerroot  
Its: Manager

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2016, by Howard Fingerroot, Manager of Beck Ten Land LLC, a Michigan limited liability company, on behalf of the Company.

**ANTIONETTE BERGER**  
Notary Public - Michigan  
Wayne County  
My Comm. Expires 10/24/18

*Antionette Berger*  
Notary Public  
Wayne County, Michigan  
My Commission Expires: 10/24/18

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, Michigan 48375	Drafted by: Elizabeth K. Saarela, Esq. Johnson, Rosati, Schultz & Joppich 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331
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Part of Tax Parcel No. \_\_\_\_\_

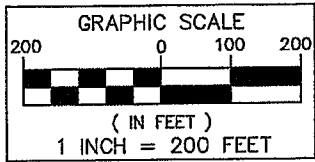
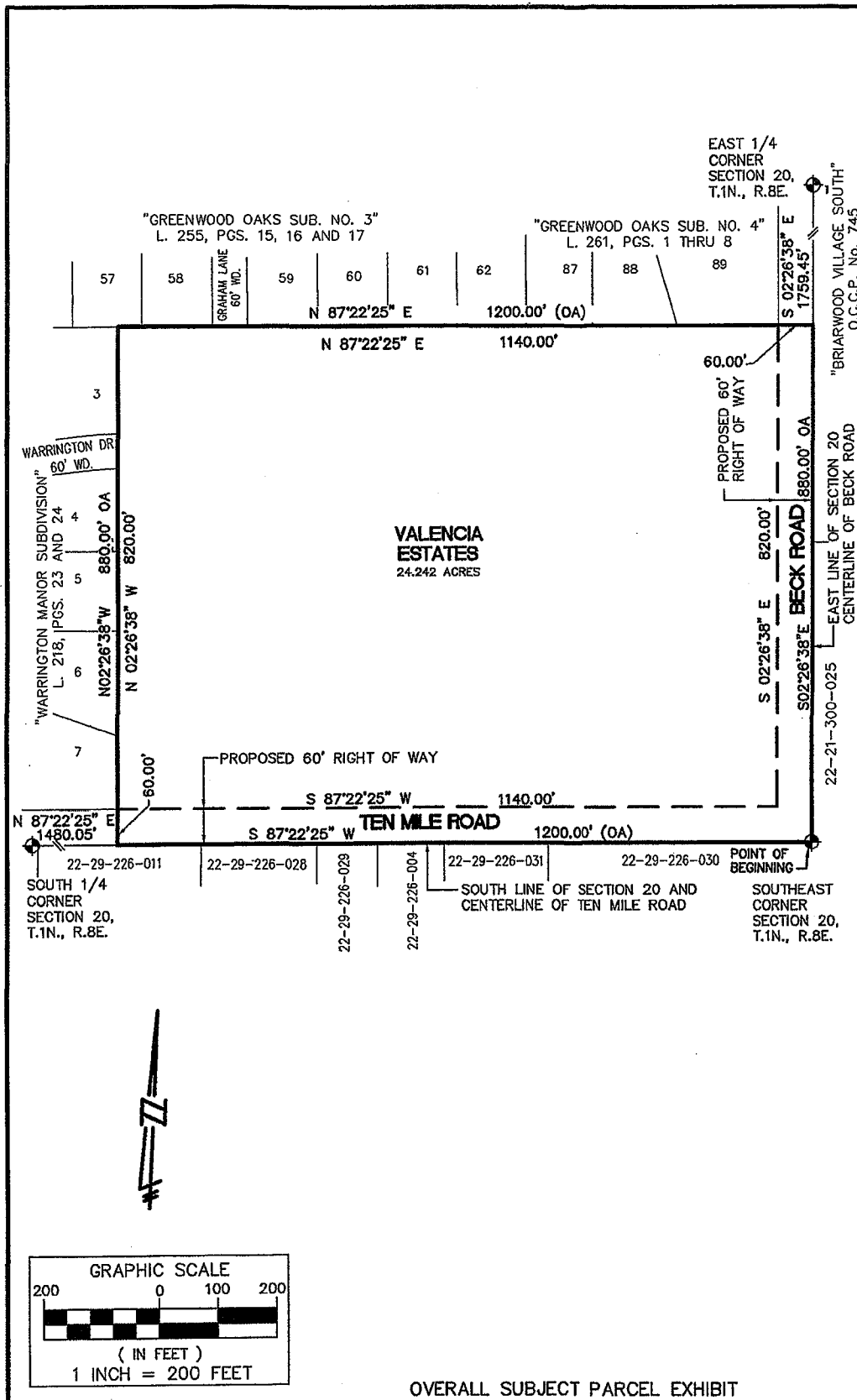
Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

LEGAL DESCRIPTION  
ROAD RIGHT-OF-WAY DEDICATION

A part of the Southeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 20; thence North 02°26'38" West, 60.00 feet along the East line of said Section 20 and the centerline of Beck Road (60.00 foot 1/2 width), to the POINT OF BEGINNING #1; thence South 87°22'26" West, 60.00; thence North 02°26'38" West, 587.00 feet, thence South 87°22'25" West, 35.55 feet; thence 61.96 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 85°47'58" West, 61.81 feet; thence 47.66 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 85°47'58" West, 47.55 feet; thence South 87°22'25" West, 69.63 feet to POINT "A"; thence South 02°37'35" East, 290.00 feet; thence 141.37 feet along a curve to the right, said curve having a radius of 90.00 feet, a central angle of 90°00'00" and a chord bearing and distance of South 42°22'25" West, 127.28 feet; thence South 87°22'25" West, 570.50 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°20'06" and a chord bearing and distance of South 74°42'22" West, 14.91 feet; thence 171.86 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 140°40'12" and a chord bearing and distance of North 47°37'35" West, 131.83 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°20'06" and a chord bearing and distance of North 10°02'28" East, 14.91 feet; thence North 02°37'35" West, 231.00 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°19'54" and a chord bearing and distance of North 15°17'32" West, 14.91 feet; thence 171.85 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 140°39'48" and a chord bearing and distance of North 42°22'25" East, 131.83 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°19'54" and a chord bearing and distance of South 79°57'38" East, 14.91 feet; thence North 87°22'25" East, 730.13 feet; thence 47.66 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 80°32'48" East, 47.55 feet; thence 61.96 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 80°32'48" East, 61.81 feet; thence North 87°22'25" East, 35.82 feet; thence North 02°26'38" West, 147.00 feet; thence North 87°22'25" East, 60.00 feet to the East line of said Section 20 and the centerline of said Beck Road ; thence South 02°26'38" East, 820.00 feet along the East line of said Section 20 and the centerline of said Beck Road to the POINT OF BEGINNING #1.

Except a parcel of land being more particularly described as commencing at POINT "A", thence South 87°22'25" West, 60.00 feet to the POINT OF BEGINNING OF EXCEPTION; thence South 02°37'35" East, 290.00 feet; thence 47.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing and distance of South 42°22'25" West, 42.43 feet; thence South 87°22'25" West, 585.00 feet; thence 47.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing and distance of North 47°37'35" West, 42.43 feet; thence North 02°37'35" West, 260.00 feet; thence 47.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing and distance of North 42°22'25" East, 42.43 feet; thence North 87°22'25" East, 615.00 feet to the POINT OF BEGINNING OF EXCEPTION. All of the above containing 4.48 acres.





OVERALL SUBJECT PARCEL EXHIBIT

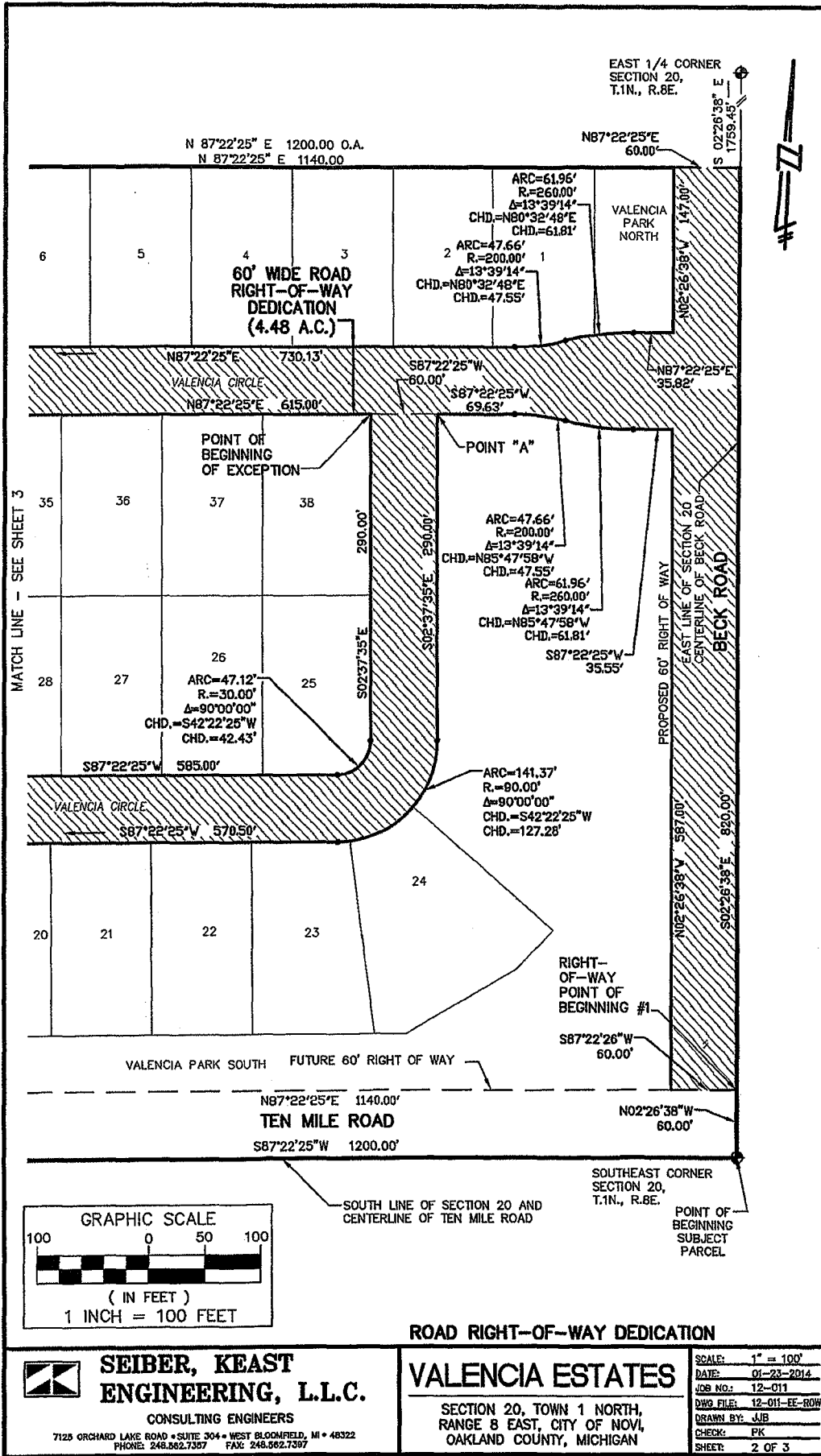
**SEIBER, KEAST ENGINEERING, L.L.C.**

CONSULTING ENGINEERS  
7125 ORCHARD LAKE ROAD • SUITE 304 • WEST BLOOMFIELD, MI • 48322  
PHONE: 248.562.7357 FAX: 248.562.7387

**VALENCIA ESTATES**

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

SCALE:	1" = 200'
DATE:	01-23-2014
JOB NO.:	12-011
DWG FILE:	12-011-EE-ROR
DRAWN BY:	JJB
CHECK:	PK
SHEET:	1 OF 3



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

CONSULTING ENGINEERS  
7125 ORCHARD LAKE ROAD • SUITE 304 • WEST BLOOMFIELD, MI • 48322  
PHONE: 248.562.7387 FAX: 248.562.7397

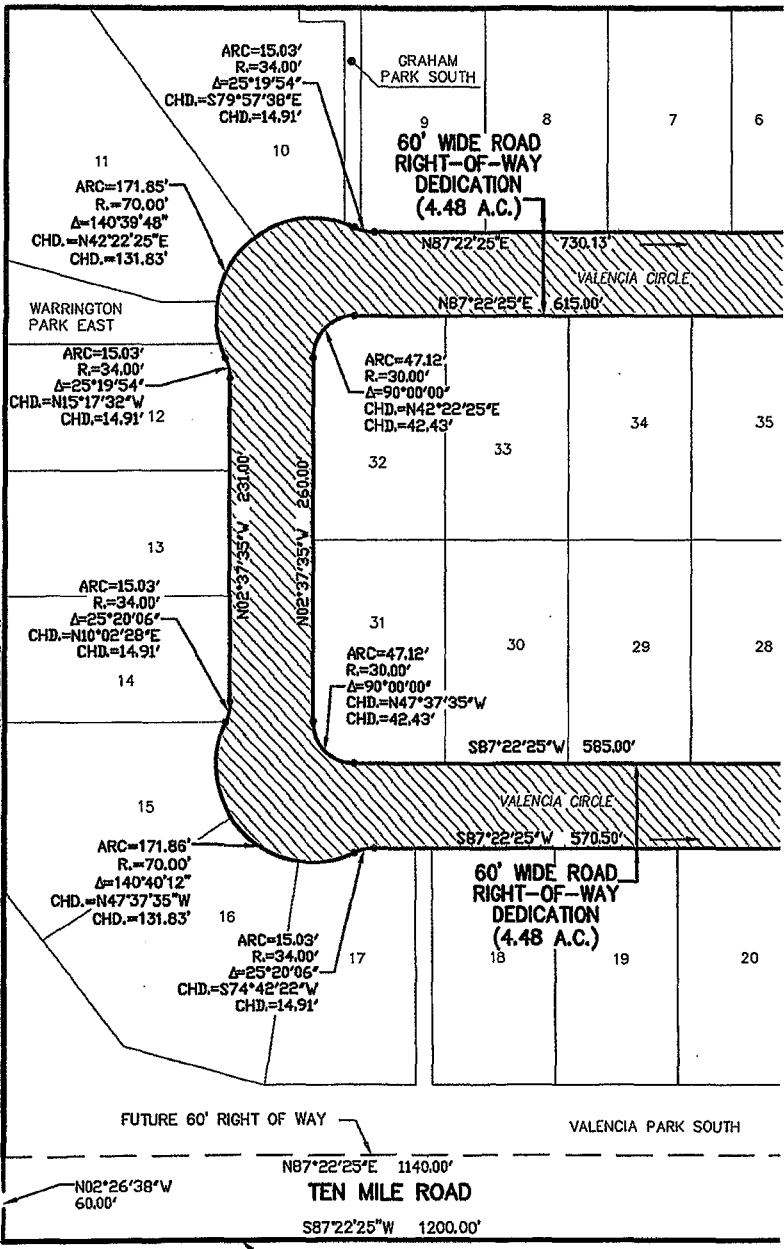
**VALENCIA ESTATES**

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

SCALE: 1" = 100'  
DATE: 01-23-2014  
JOB NO.: 12-011  
DWG FILE: 12-011-EE-ROW  
DRAWN BY: JJB  
CHECK: PK  
SHEET: 2 OF 3



N 87°22'25" E 1200.00 O.A.  
N 87°22'25" E 1140.00



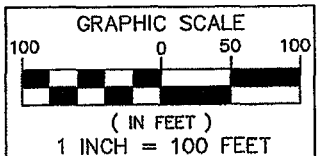
"WARRINGTON MANOR SUBDIVISION"  
L. 21B, PGS. 23 AND 24

MATCH LINE - SEE SHEET 2

N 87°22'25" E  
1480.05'

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

SOUTH LINE OF SECTION 20 AND  
CENTERLINE OF TEN MILE ROAD



**ROAD RIGHT-OF-WAY DEDICATION**



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

CONSULTING ENGINEERS  
7125 ORCHARD LAKE ROAD • SUITE 304 • WEST BLOOMFIELD, MI • 48322  
PHONE: 248.592.7357 FAX: 248.592.7357

**VALENCIA ESTATES**

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

SCALE: 1" = 100'  
DATE: 01-23-2014  
JOB NO.: 12-011  
DWG FILE: 12-011-EE-ROW  
DRAWN BY: JJB  
CHECKS: PK  
SHEET: 3 OF 3

**WARRANTY DEED**

(Right of Way)

KNOW ALL MEN BY THESE PRESENTS, that Beck Ten Land LLC, a Michigan limited liability company, whose address is 1666 S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, conveys and warrants to 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, to wit:

See attached Exhibit "A" attached hereto and 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 and 00/100 (\$1.00) Dollars .

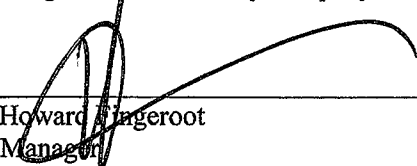
THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

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

Dated this 25<sup>th</sup> day of October, 2016.

Signed by:

Beck Ten Land LLC,  
a Michigan limited liability company

By:   
Howard Fingerroot  
Its: Manager

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

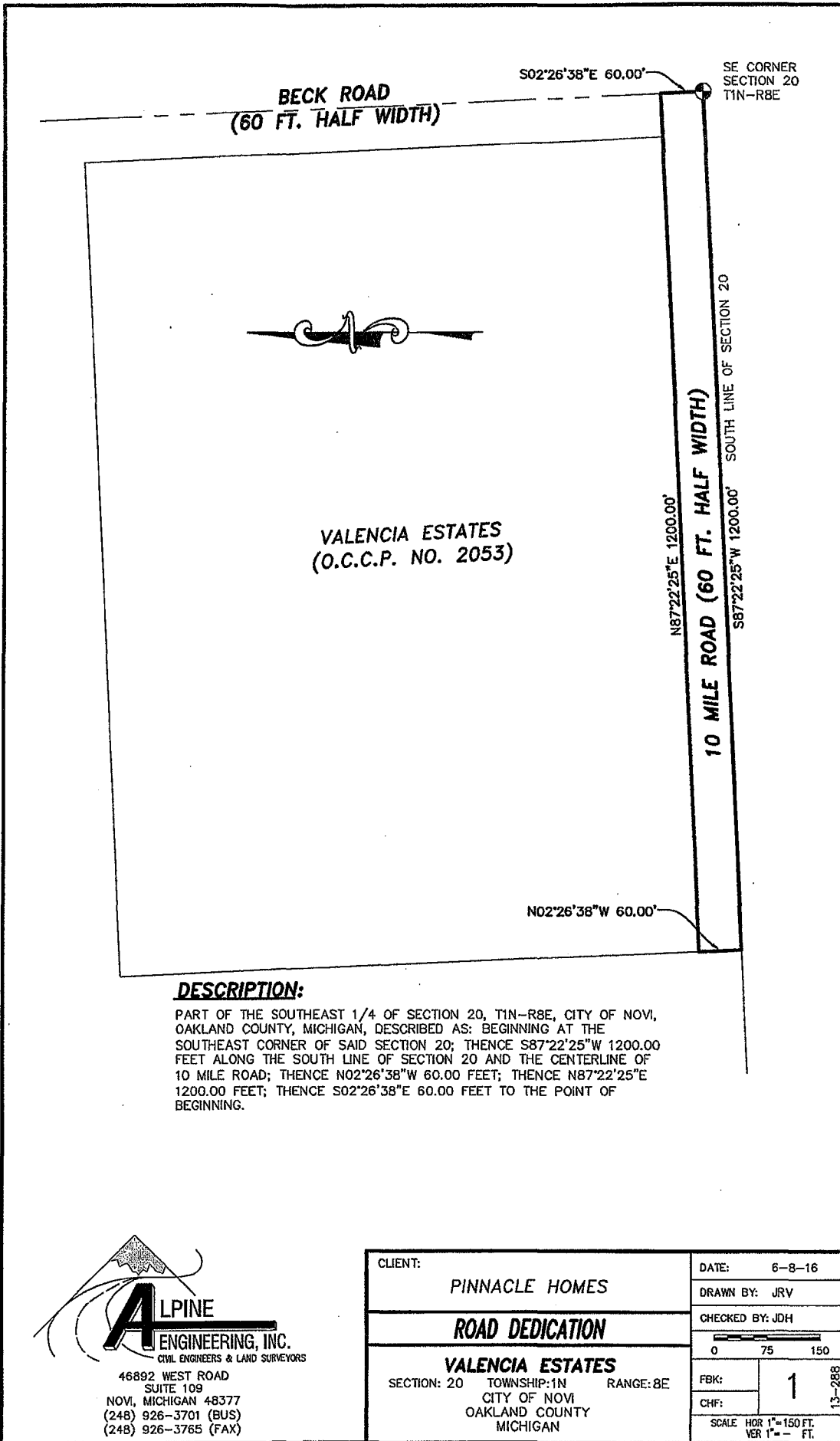
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2016+, by Howard Fingeroot, Manager of Beck Ten Land LLC, a Michigan limited liability company, on behalf of the Company.

**ANTIONETTE BERGER**  
Notary Public - Michigan Notary Public  
Wayne County \_\_\_\_\_ County, Michigan  
My Comm. Expires 10/24/18 My Commission Expires: 10/24/18

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, Michigan 48375	Drafted by: Elizabeth K. Saarela, Esq. Johnson, Rosati, Schultz & Joppich 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331
--	---	---

Part of Tax Parcel No. \_\_\_\_\_

Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_



**DESCRIPTION:**

PART OF THE SOUTHEAST 1/4 OF SECTION 20, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE S87°22'25"W 1200.00 FEET ALONG THE SOUTH LINE OF SECTION 20 AND THE CENTERLINE OF 10 MILE ROAD; THENCE N02°26'38"W 60.00 FEET; THENCE N87°22'25"E 1200.00 FEET; THENCE S02°26'38"E 60.00 FEET TO THE POINT OF BEGINNING.

**ALPINE**  
**ENGINEERING, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS

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

CLIENT:	PINNACLE HOMES	DATE:	6-8-16
	<b>ROAD DEDICATION</b>	DRAWN BY:	JRV
	<b>VALENCIA ESTATES</b>	CHECKED BY:	JDH
SECTION: 20	TOWNSHIP: 1N	RANGE: 8E	
	CITY OF NOVI		
	OAKLAND COUNTY		
	MICHIGAN		
		SCALE	HOR 1"=150 FT. VER 1"= -- FT.

-----[Space Above This Line is for Recording Information]-----

**PARTIAL DISCHARGE OF MORTGAGE**

That Amended, Restated and Consolidated Continuing Collateral Mortgage ("Mortgage") made by Beck Ten Land LLC, a Michigan limited liability company, as mortgagor, whose address is 1668 S. Telegraph Rd., #200, Bloomfield Hills, Michigan 48302, in favor of Comerica Bank, a Texas banking association, as mortgagee, with an address at 411 W. Lafayette, 6<sup>th</sup> Floor, Detroit, Michigan 48226, dated March 13, 2015 and recorded on March 23, 2015, in Liber 47988, Page 122, Oakland County Records, is discharged as to described property on the Exhibit A attached hereto, but not as to any remaining property covered by the Mortgage, which Mortgage shall, as to such remaining property, remain in full force and effect.

Made this 11 day of October, 2016.

COMERICA BANK, a Texas banking association

By: [Signature]  
Susan K. Zschering  
Its: Vice President

**Acknowledgment**

STATE OF MICHIGAN )  
                                  )SS.  
COUNTY OF                 )

The foregoing instrument was acknowledged before me this 11 day of October, 2016, by Susan K. Zschering, a Vice President of Comerica Bank, a Texas banking association, on behalf of said banking association.

[Signature]  
Notary Public, Wayne County, Michigan  
My commission expires: 7-1-2020

PREPARED BY AND WHEN RECORDED RETURN TO:  
Nicholas P. Scavone, Jr.  
Bodman PLC  
6<sup>th</sup> Floor at Ford Field  
1901 St. Antoine Street  
Detroit, Michigan 48226  
(313) 259-7777

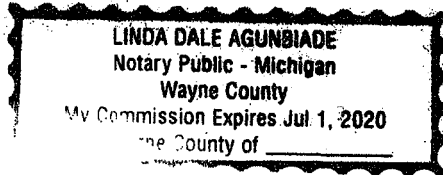


EXHIBIT A  
Legal Description

A part of the Southeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 20; thence North 02°26'38" West, 60.00 feet along the East line of said Section 20 and the centerline of Beck Road (60.00 foot 1/2 width), to the POINT OF BEGINNING #1; thence South 87°22'26" West, 60.00; thence North 02°26'38" West, 587.00 feet, thence South 87°22'25" West, 35.55 feet; thence 61.96 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 85°47'58" West, 61.81 feet; thence 47.66 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 85°47'58" West, 47.55 feet; thence South 87°22'25" West, 69.63 feet to POINT "A"; thence South 02°37'35" East, 290.00 feet; thence 141.37 feet along a curve to the right, said curve having a radius of 90.00 feet, a central angle of 90°00'00" and a chord bearing and distance of South 42°22'25" West, 127.28 feet; thence South 87°22'25" West, 570.50 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°20'06" and a chord bearing and distance of South 74°42'22" West, 14.91 feet; thence 171.86 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 140°40'12" and a chord bearing and distance of North 47°37'35" West, 131.83 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°20'06" and a chord bearing and distance of North 10°02'28" East, 14.91 feet; thence North 02°37'35" West, 231.00 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°19'54" and a chord bearing and distance of North 15°17'32" West, 14.91 feet; thence 171.85 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 140°39'48" and a chord bearing and distance of North 42°22'25" East, 131.83 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°19'54" and a chord bearing and distance of South 79°57'38" East, 14.91 feet; thence North 87°22'25" East, 730.13 feet; thence 47.66 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 80°32'48" East, 47.55 feet; thence 61.96 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 80°32'48" East, 61.81 feet; thence North 87°22'25" East, 35.82 feet; thence North 02°26'38" West, 147.00 feet; thence North 87°22'25" East, 60.00 feet to the East line of said Section 20 and the centerline of said Beck Road; thence South 02°26'38" East, 820.00 feet along the East line of said Section 20 and the centerline of said Beck Road to the POINT OF BEGINNING #1.

Except a parcel of land being more particularly described as commencing at POINT "A", thence South 87°22'25" West, 60.00 feet to the POINT OF BEGINNING OF EXCEPTION; thence South 02°37'35" East, 290.00 feet; thence 47.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing and distance of South 42°22'25" West, 42.43 feet; thence South 87°22'25" West, 585.00 feet; thence 47.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing and distance of North 47°37'35" West, 42.43 feet; thence North 02°37'35" West, 260.00 feet; thence 47.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing and distance of North 42°22'25" East, 42.43 feet; thence North 87°22'25" East, 615.00 feet to the POINT OF BEGINNING OF EXCEPTION.



**BILL OF SALE**


KNOW ALL MEN BY THESE PRESENTS, that Beck Ten Land LLC, whose address is 28800 Orchard Lake Road, Suite 200, Farmington Hills, Michigan 48334, 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 paving attached to or installed in the ground as a part of the roads described as follows:

(See Attached Exhibit "A")

The undersigned has executed these presents this 13 day of January, 2014.

Signed by



Beck Ten Land LLC,  
a Michigan limited liability company

By  \_\_\_\_\_  
Howard Fingerroot

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 13 day of January, 2014, by Howard Fingerroot, on behalf of Beck Ten Land LLC, a Michigan limited liability company, on behalf of the Company.

CATHY KATZ  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 27 2018  
ACTING IN COUNTY OF 

 \_\_\_\_\_  
Notary Public  
 County, Michigan  
My Commission Expires: May 27, 2018

Drafted By:  
Elizabeth K. Saarela  
Johnson, Rosati, Schultz & Joppich, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

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

## EXHIBIT A

May 28, 2013  
Job No. 12-011

LEGAL DESCRIPTION  
SUBJECT PARCEL  
"VALENCIA ESTATES" CONDOMINIUM

A part of the Southeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 20, for a POINT OF BEGINNING; thence South 87°22'25" West, 1200.00 feet, along the South line of said Section 20 and the centerline of Ten Mile Road, to the Southeast corner of "Warrington Manor Subdivision", as recorded in Liber 218 of Plats, on Pages 23 and 24, Oakland County Records (said point located North 87°22'25" East, 1480.05 feet, from the South 1/4 Corner of said Section 20); thence North 02°26'38" West, 880.00 feet, along the Easterly line of said "Warrington Manor Subdivision", to the Northeast corner of said "Warrington Manor Subdivision", and the Southerly line of "Greenwood Oaks Sub. No. 3", as recorded in Liber 255 of Plats, on Pages 15, 16 and 17, Oakland County Records; thence North 87°22'25" East, 1200.00 feet, along the Southerly line of said "Greenwood Oaks Sub. No. 3", and along the Southerly line of "Greenwood Oaks Sub. No. 4", as recorded in Liber 261 of Plats, on Pages 1 thru 8, inclusive, Oakland County Records, to the Southeast corner of said "Greenwood Oaks Sub. No. 4", and the East line of said Section 20 and the centerline of Beck Road (said point located South 02°26'38" East, 1759.45 feet from the East 1/4 Corner of said Section 20); thence South 02°26'38" East, 880.00 feet, along the East line of said Section 20 and the centerline of said Beck Road, to the point of beginning. All of the above containing 24.242 Acres, gross. All of the above being subject to the rights of the public in Ten Mile Road and Beck Road. All of the above being subject to easements, restrictions, and right-of-ways of record.

## EXHIBIT B

January 23, 2014

Job No. 12-011

"VALENCIA ESTATES" Condominium

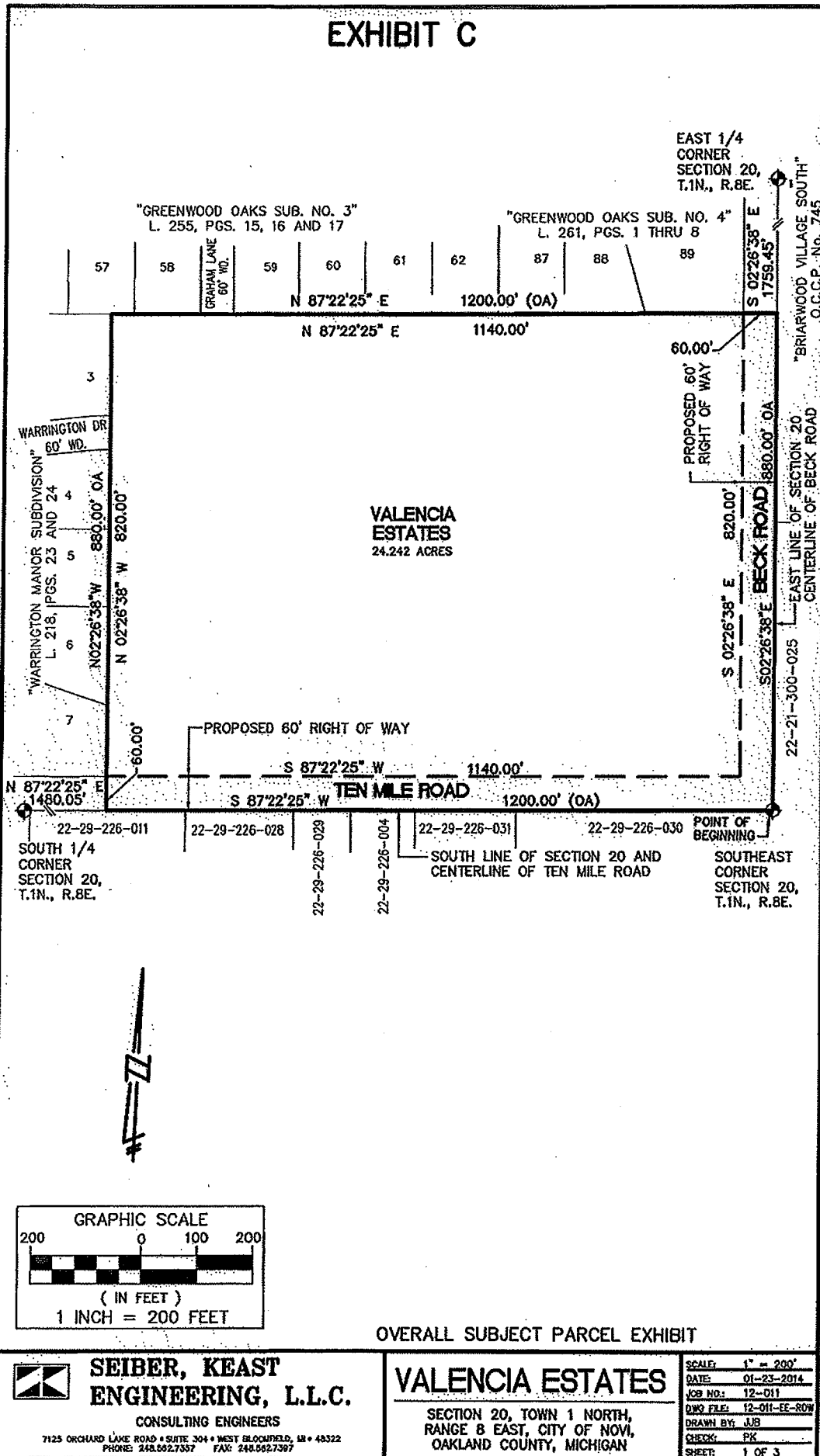
### LEGAL DESCRIPTION

#### ROAD RIGHT-OF-WAY DEDICATION

A part of the Southeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast Corner of said Section 20; thence North 02°26'38" West, 60.00 feet along the East line of said Section 20 and the centerline of Beck Road (60.00 foot 1/2 width), to the POINT OF BEGINNING #1; thence South 87°22'26" West, 60.00; thence North 02°26'38" West, 587.00 feet, thence South 87°22'25" West, 35.55 feet; thence 61.96 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 85°47'58" West, 61.81 feet; thence 47.66 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 85°47'58" West, 47.55 feet; thence South 87°22'25" West, 69.63 feet to POINT "A"; thence South 02°37'35" East, 290.00 feet; thence 141.37 feet along a curve to the right, said curve having a radius of 90.00 feet, a central angle of 90°00'00" and a chord bearing and distance of South 42°22'25" West, 127.28 feet; thence South 87°22'25" West, 570.50 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°20'06" and a chord bearing and distance of South 74°42'22" West, 14.91 feet; thence 171.86 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 140°40'12" and a chord bearing and distance of North 47°37'35" West, 131.83 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°20'06" and a chord bearing and distance of North 10°02'28" East, 14.91 feet; thence North 02°37'35" West, 231.00 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°19'54" and a chord bearing and distance of North 15°17'32" West, 14.91 feet; thence 171.85 feet along a curve to the right, said curve having a radius of 70.00 feet, a central angle of 140°39'48" and a chord bearing and distance of North 42°22'25" East, 131.83 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 25°19'54" and a chord bearing and distance of South 79°57'38" East, 14.91 feet; thence North 87°22'25" East, 730.13 feet; thence 47.66 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 80°32'48" East, 47.55 feet; thence 61.96 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 13°39'14" and a chord bearing and distance of North 80°32'48" East, 61.81 feet; thence North 87°22'25" East, 35.82 feet; thence North 02°26'38" West, 147.00 feet; thence North 87°22'25" East, 60.00 feet to the East line of said Section 20 and the centerline of said Beck Road; thence South 02°26'38" East, 820.00 feet along the East line of said Section 20 and the centerline of said Beck Road to the POINT OF BEGINNING #1.

Except a parcel of land being more particularly described as commencing at POINT "A", thence South 87°22'25" West, 60.00 feet to the POINT OF BEGINNING OF EXCEPTION; thence South 02°37'35" East, 290.00 feet; thence 47.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing and distance of South 42°22'25" West, 42.43 feet; thence South 87°22'25" West, 585.00 feet; thence 47.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing and distance of North 47°37'35" West, 42.43 feet; thence North 02°37'35" West, 260.00 feet; thence 47.12 feet along a curve to the right, said curve having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing and distance of North 42°22'25" East, 42.43 feet; thence North 87°22'25" East, 615.00 feet to the POINT OF BEGINNING OF EXCEPTION. All of the above containing 4.48 acres.

# EXHIBIT C



OVERALL SUBJECT PARCEL EXHIBIT



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

CONSULTING ENGINEERS

7125 ORCHARD LAKE ROAD • SUITE 304 • WEST BLOOMFIELD, MI • 48322  
PHONE: 248.992.7337 FAX: 248.992.7397

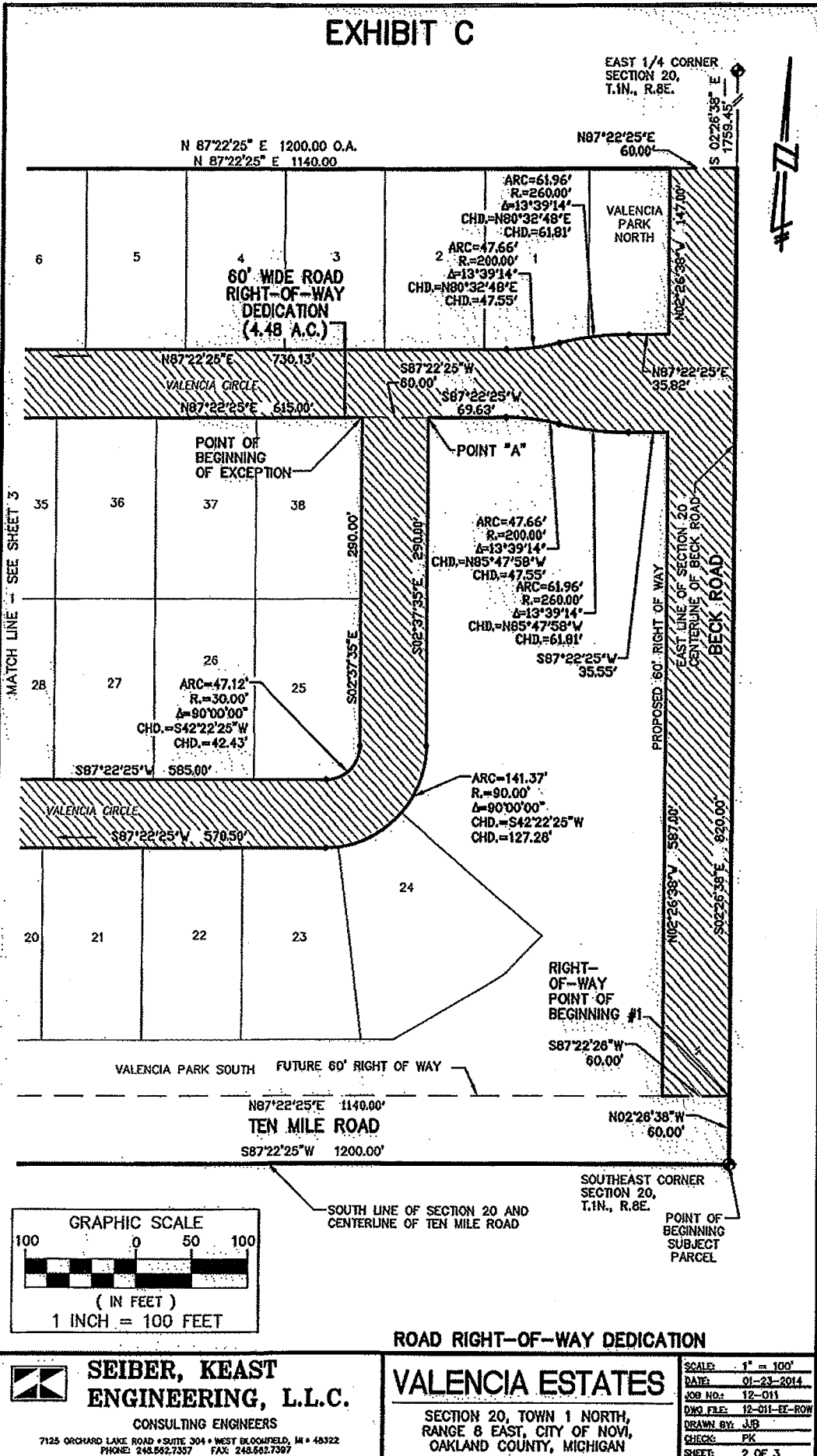
## VALENCIA ESTATES

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

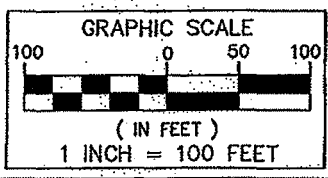
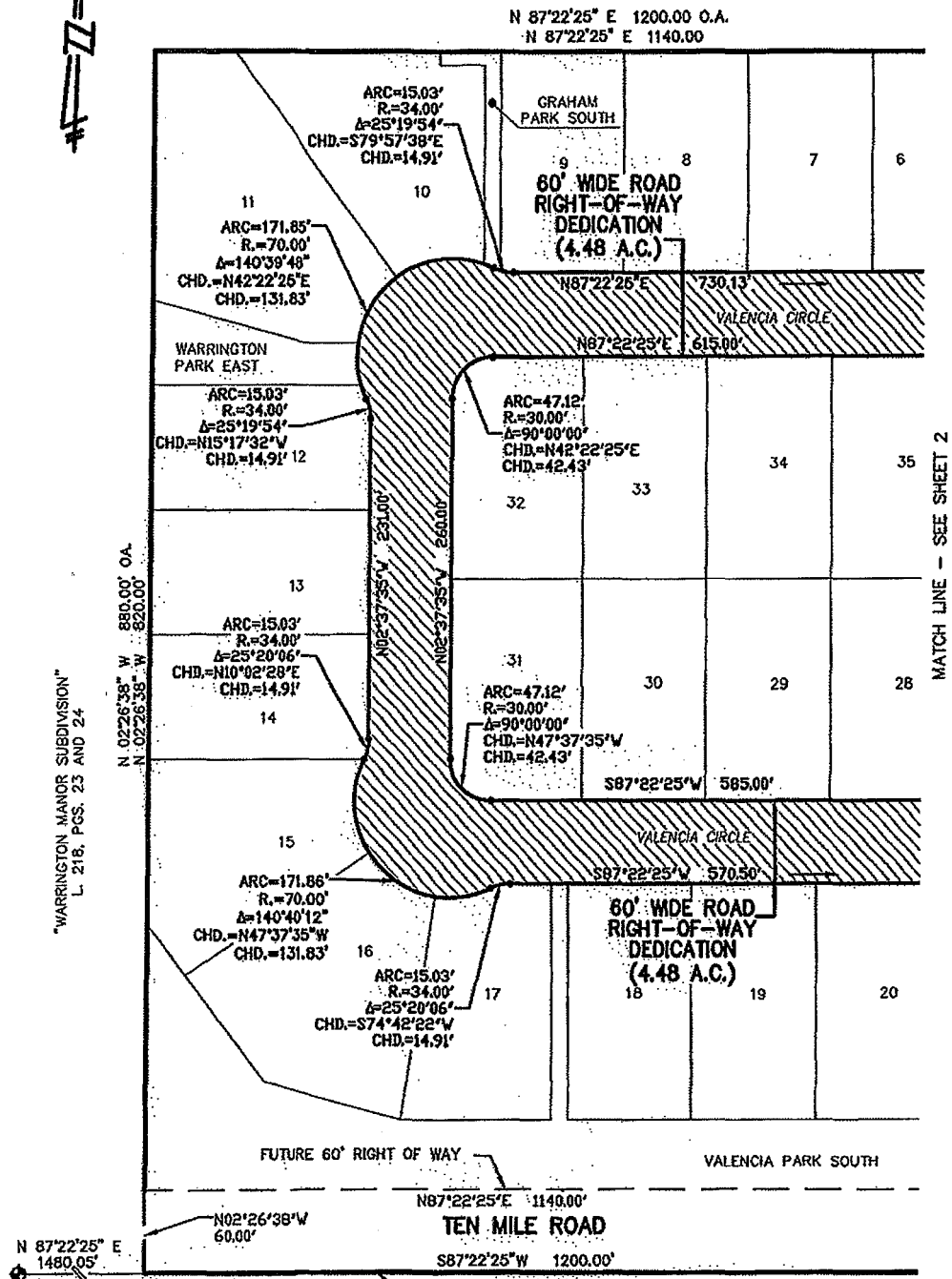
SCALE:	1" = 200'
DATE:	01-23-2014
JOB NO.:	12-011
DWG FILE:	12-01-EE-R0W
DRAWN BY:	JJB
CHECK:	PK
SHEET:	1 OF 3

# EXHIBIT C

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



# EXHIBIT C



## ROAD RIGHT-OF-WAY DEDICATION

**SEIBER, KEAST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
7125 ORCHARD LAKE ROAD • SUITE 304 • WEST BLOOMFIELD, MI • 48322  
PHONE: 248.582.7357 FAX: 248.582.7367

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

SCALE:	1" = 100'
DATE:	01-23-2014
JOB No.:	12-011
DWG FILE:	12-011-EE-ROW
DRAWN BY:	JUB
CHECK:	PK
SHEET:	3 OF 3

**FINAL LIEN WAIVER**

Re: Beck 10 Land LLC

Check Number 1030

Date 12/23/2013

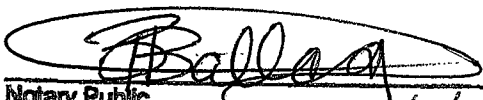
Partial / Final

Job Description	Address	Amount
Valencia Estates - Land Developms		\$324,558.80
<b>Total Amount</b>		<b>\$324,558.80</b>

KNOWN ALL MEN BY THESE PRESENT; that the undersigned, for and in consideration payment paid by Pinnacle Homes, receipt of which is hereby acknowledged, does hereby release any and all claims on bonds, damage, or lien rights of any kind whatsoever on the described property or construction project(s). See attached.

  
\_\_\_\_\_  
Authorized Signature

**Cadillac Asphalt LLC**  
2575 Haggerty Rd.  
Canton, MI 48188

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 5/4/19

Bonnie L Ballog  
Notary Public of Michigan  
Wayne County  
Expires 04/04/2019  
Acting in the County of Oakland

**FINAL LIEN WAIVER**

Re: Beck 10 Land LLC

Check Number 1022

Date 11/7/2013

Partial / Final

<u>Job Description</u>	<u>Address</u>	<u>Amount</u>
Valencia Estates - Land Developme		\$799,161.00
	<b>Total Amount</b>	<b>\$799,161.00</b>

KNOWN ALL MEN BY THESE PRESENT; that the undersigned, for and in consideration payment paid by Pinnacle Homes, receipt of which is hereby acknowledged, does hereby release any and all claims on bonds, damage, or lien rights of any kind whatsoever on the described property or construction project(s). See attached.

  
Authorized Signature

**Sole Building Company, Inc.**  
5940 Commerce Dr.  
Westland, MI 48185

  
Notary Public  
My Commission Expires: 8/31/20

CHRISTINE A. KAPALA  
Notary Public - Michigan  
Wayne County  
My Commission Expires Aug 31, 2020  
in the County of



**SWORN STATEMENT**

Owner Beck Ten Land LLC STATE OF MICHIGAN  
 Project Valencia Estates - JSP12-0049 COUNTY OF Oakland SS.  
 General Contractor Beck Ten Land LLC

Period: Howard Fingerroot being duly sworn, deposes and says that (company) Beck Ten Land LLC  
 From is the (contractor) (subcontractor) for an improvement to the following described real property situated in the City of Novi, Michigan,  
 To Beck Ten Land LLC Oakland County, Michigan, described as follows: **Valencia Estates**  
 Request # City of Novi; Attn: Theresa Bridges  
N/A

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

No.	Subcontractor / Supplier / Laborer	Type of Improvement	Total Contract	Change Orders	Adjusted Contract	Amount Paid	Amount Due	Retention	Balance to Complete
1	N/A	Land			\$ -		\$ -	\$ -	\$ -
2		Geotechnical Consultant / Soil Borings			-		-	-	-
3		Alta Survey / Boundary			-		-	-	-
4		Survey - Topographic			-		-	-	-
5		Blueprints			-		-	-	-
6		Environmental Consultants			-		-	-	-
7		Engineering / Land Planning			-		-	-	-
8		Administrative Fees - review/permit fees			-		-	-	-
9		Municipal Inspection Fees/Permits - Escrows			-		-	-	-
10		Landscape Design			-		-	-	-
11		Condo Docs - survey/legal (see line 7)			-		-	-	-
12		Soil Erosion Control Permits / Inspections (see line 9)			-		-	-	-
13		Truck haul off - monitoring			-		-	-	-
14		Porta John			-		-	-	-
15		Construction Survey / staking			-		-	-	-
16		Sediment / Erosion Control - Silt Fence			-		-	-	-
17		Tree protection			-		-	-	-
18		Materials Testing			-		-	-	-
19		Site Clearing - Clear & Grubb / Tree Removal			-		-	-	-
20		Mass Grading / Excavation / Finish Grading			-		-	-	-
21	Sole Building Co.	Underground Utilities - Sanitary/water/storm sewer	595,000.00		595,000.00	649,048.00	-	-	-
22	Cadillac Asphalt	Roadways - Edge drain/underlayment/curbs/paving	235,000.00		235,000.00	275,113.00	-	-	-
23		Frontage road paving			-		-	-	-
24		Unsuitable Soils/Undercuts			-		-	-	-
25		Franchise Utilities - Electric/gas/phone/cable			-		-	-	-
26		Storm basin access path			-		-	-	-
27		Temporary roads/utilities			-		-	-	-
28		Construction Sign			-		-	-	-
29		Landscaping common areas			-		-	-	-
30		Landscaping entrance			-		-	-	-
31		Amenities - perimeter improvements			-		-	-	-

32	Lighting - streets & entrance					-			-	-
33	Sidewalks					-			-	-
34	Street signs - temporary & permanent					-			-	-
35	Street sweeping / washing					-			-	-
36	Storm sewer repairs / cleaning					-			-	-
37	Curb repairs					-			-	-
38	Street repairs					-			-	-
39	Site Amenities - repairs					-			-	-
40	Punch list					-			-	-
41	Trails/pathways					-			-	-
42	Legal Fees - Pre/post Acquisition					-			-	-
43	Contingency (5% of Site Dev and Amenities)					-			-	-
44	Property Taxes					-			-	-
45	Letters of Credit Reserve					-			-	-
46	LOC Fee		-			-			-	-
47	Closing Costs		-			-			-	-
48	Developer Fee					-			-	-
49	Interest Reserve					-			-	-
<b>TOTAL AMOUNTS</b>			<b>\$ 830,000.00</b>	<b>\$ -</b>	<b>\$ 830,000.00</b>	<b>\$ 924,161.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

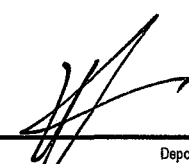
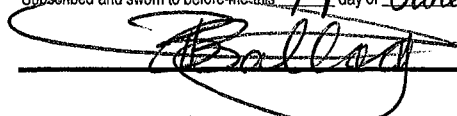
Deponent further says that he/she makes the foregoing statement as the (contractor)(subcontractor) or as \_\_\_\_\_ of the (contractor)(subcontractor) for the purpose of representing to the owner or lessee of the above described premises and his/her agents that the above described property is free from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

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE DESCRIBED PROPERTY**

MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

On receipt of this sworn statement, the owner or lessee, or the owner's or lessee's designee, must give notice of its receipt, either in writing, by telephone, or personally, to each subcontractor, supplier, and laborer who has provided a notice of furnishing under section 109 or, if a notice of furnishing is excused under section 108 or 108A, to each subcontractor, supplier, and laborer named in the sworn statement. If a subcontractor, supplier, or laborer who has provided a notice of furnishing or who is named in the sworn statement makes a request, the owner, lessee, or designee shall provide the requester a copy of the sworn statement within 10 business days after receiving the request.

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT. ACT NO 497 OF THE PUBLIC ACTS OF 1980. AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.**

  
 \_\_\_\_\_  
 Deponent  
 Subscribed and sworn to before me this 14 day of June, 2016  
  
 \_\_\_\_\_  
 Notary Public, Wayne County, Michigan  
 My Commission Expires: 4/4/19

Bonnie L Bailog  
 Notary Public of Michigan  
 Wayne County  
 Expires 04/04/2019  
 Acting in the County of Wayne

## ENDORSEMENT

Issued By: First American Title Insurance Company

Attached to Policy No.: 627753M

File No.: 627753M12, Valencia Estates, Ln#

### Construction Loan - Line of Credit Disbursement 2

- A. The Date of Policy is amended to March 13, 2015
- B. The Amount of Insurance is amended as follows:
- |   |                  |
|---|------------------|
| a. Previous Amount of Insurance   | \$9,005,625.69   |
| b. Reduction in Amount of Insurance due to loan repayments made prior to current disbursement | - \$9,005,625.69 |
| c. Amount of Insurance after Reduction  | \$0.00           |
| d. Increase in Amount of Insurance due to Current disbursements                               | + \$2,738,128.28 |
| e. The Amount of Insurance is amended to  | \$2,738,128.28   |
- C. The date of coverage in Paragraph 11 of the insuring provisions of this Policy, as contained in the Pending Disbursement Endorsement to Policy, is amended to February 3, 2015, as to Units 3, 10, 15, 28, 32 and 36.
- The date of coverage in Paragraph 11 of the insuring provisions of this Policy, as contained in the Pending Disbursement Endorsement to Policy, remains as previously endorsed, as to the remaining units.
- D. Schedule A is amended as follows: NONE
- E. Schedule B is amended as follows:
1. Any lien for taxes that have become due and payable subsequent to the original date of the policy.
- F. Schedule B II is amended as follows: NONE

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.

Authorized Agent:  
**First American Title Insurance Company**  
(248)540-4102

Signed By: \_\_\_\_\_ (Authorized Signature)

**EXHIBIT A  
LEGAL DESCRIPTION**

File No.: 627753M12

Policy No.: 627753

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

Units 1, 2, 3, 4, 9, 10, 14, 15, 16, 17, 18, 20, 21, 22, 24, 25, 27, 28, 29, 31, 32, 36, 37 and 38, of VALENCIA ESTATES, a Condominium according to the Master Deed thereof as recorded in Liber 46333, page 761, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 2053, and any amendments thereto, together with an undivided interest in the common elements of said condominium as set forth in said Master Deed, and any amendments thereto, as described in Act 59 of the Public Acts of Michigan of 1978, as amended.

# ENDORSEMENT

Issued By: First American Title Insurance Company

Attached to Policy No.: 627753

File No.: 627753M12, Beck Ten Land LLC, Valencia Estates,

## Modification of Mortgage IV

The Company hereby amends Schedules A; B, Part I; and B, Part II, of the Policy as follows:

1. Schedule A of the Policy is amended as follows:

(a) The Date of Policy is amended to: date of recording of the amendment to mortgage

(b) The Amount of Insurance is amended to: \$5,573,827.75

(c) The Name of Insured is amended to: No Change

(d) Title to the Estate or interest in the land is, at the amended Date of Policy, vested in:

Beck Ten Land LLC, a Michigan limited liability company

(e) The description of the insured mortgage and assignments thereof, if any is amended as follows:

Continuing Collateral Mortgage executed by Beck Ten Land LLC, a Michigan limited liability company to Comerica Bank, dated July 11, 2013, recorded September 10, 2013, in Liber 46299, page 369 and Continuing Collateral Mortgage, executed by Beck Ten Land LLC, a Michigan limited liability company to Comerica Bank, dated October 4, 2013, recorded November 18, 2013, in Liber 46550, page 168. Amendment to Continuing Collateral Mortgage, dated July 1, 2014, recorded August 4, 2014, in Liber 47274, page 555. Said mortgages amended, restated and consolidated by Amended, Restated and Consolidated Continuing Collateral Mortgage, dated 8/13, recorded \_\_\_\_\_, in Liber \_\_\_\_\_, page \_\_\_\_\_, Oakland County Records.

(f) The description of the land referred to in the Policy is amended as follows:

See Attached Exhibit A - Legal Description

2. Schedule B is amended as follows:

(a) Schedule B, Part I is amended as follows:

All Items are hereby deleted.

Item(s) No. 1 through 12, inclusive are hereby added as follows:

1. Liens for taxes and assessments due subsequent to the date of the policy.

2. 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 46333, page 761, Oakland County Records.

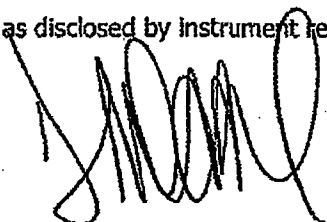
3. Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 7082, page 554.

4. Terms and Conditions contained in Easement as disclosed by instrument recorded in Liber 14929, page 675.

Authorized Agent:

**First American Title Insurance Company**

(248)540-4102



5. Terms and Conditions contained in Declaration of Taking as disclosed by Instrument recorded in Liber 39279, page 790, Order recorded in Liber 39365, page 481. Consent Judgment as disclosed by instrument recorded in Liber 40400, page 297.

6. Terms and Conditions contained in Planned Rezoning Overlay (Pro) Agreement Beck Ten Land as disclosed by instrument recorded in Liber 44750, page 475. First Amended and Restated Planned Rezoning Overlay (Pro) Agreement Beck Ten Land as disclosed by instrument recorded in Liber 46276, page 103.

7. AT&T Easement in favor of Michigan Bell Telephone Company, a Michigan Corporation, d/b/a AT&T Michigan and the Covenants, Conditions and Restrictions contained in Instrument recorded in Liber 46612, page 388.

8. DTE Electric Company Underground Residential Distribution Easement (Right of Way) in favor of DTE Electric Company, a Michigan corporation, Bright House, and AT&T and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 46625, page 676.

9. Sanitary Sewer System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 46975, page 139.

10. Water System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 46975, page 148.

11. Storm Drainage Facility Maintenance Easement Agreement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in Instrument recorded in Liber 46975, page 156.

12. Lien for outstanding water or sewer charges, if any, not due and payable on 3-13, 2015.

(b) Schedule B, Part II, is amended as follows:

Item(s) No. 1 is hereby added as follows:

1. Notice of Commencement dated May 29, 2014, recorded in Liber 47233, page 697.

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.

**MAINTENANCE AND GUARANTEE BOND**

The undersigned, Cadillac Asphalt, L.L.C., "Principal," whose address is 2575 Haggerty Road, Suite 100, Canton, MI 48188, and Western Surety Company "Surety," whose address is 27555 Executive Dr, Suite 350, Farmington Hills, MI 48331-3543, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Ninety Six Thousand Six Hundred Thirty Four 75/100 Dollars (\$ 96,634.75 ) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed, or contracted to construct, certain improvements consisting of Valencia Estates within the City of Novi, shown on plans dated \_\_\_\_\_ ("Improvements").

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

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

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

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

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

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

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

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

The date of the last signature shall be considered the date of this Bond, which is December 17, 2013.

Date: 12-19-13

WITNESS:

[Signature]

Date: 12/17/13

WITNESS:

[Signature]

PRINCIPAL: Cadillac Asphalt, L.L.C.

[Signature]

By:  
Its:

SURETY: Western Surety Company

[Signature]

By: Loretta J. Raverl - Attorney-in-Fact  
Its:



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles G Richmond, David M Underwood, Bonnie J Davies, Michael S Richmond, Loretta J Ravert, Individually**

of Jackson, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2012.



WESTERN SURETY COMPANY

*Paul T. Brufat*

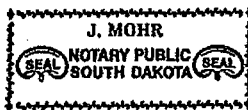
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of October, 2012, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of December, 2013.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary