



CITY of NOVI CITY COUNCIL

**Agenda Item B
December 3, 2018**

SUBJECT: Acceptance of residential streets as part of the Reserve of Island Lake (Phase 7C) and adoption of Act 51 New Street Resolution accepting Driftwood Drive and Acorn Trail as public, adding 0.53 miles of roadway to the City's public street system.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

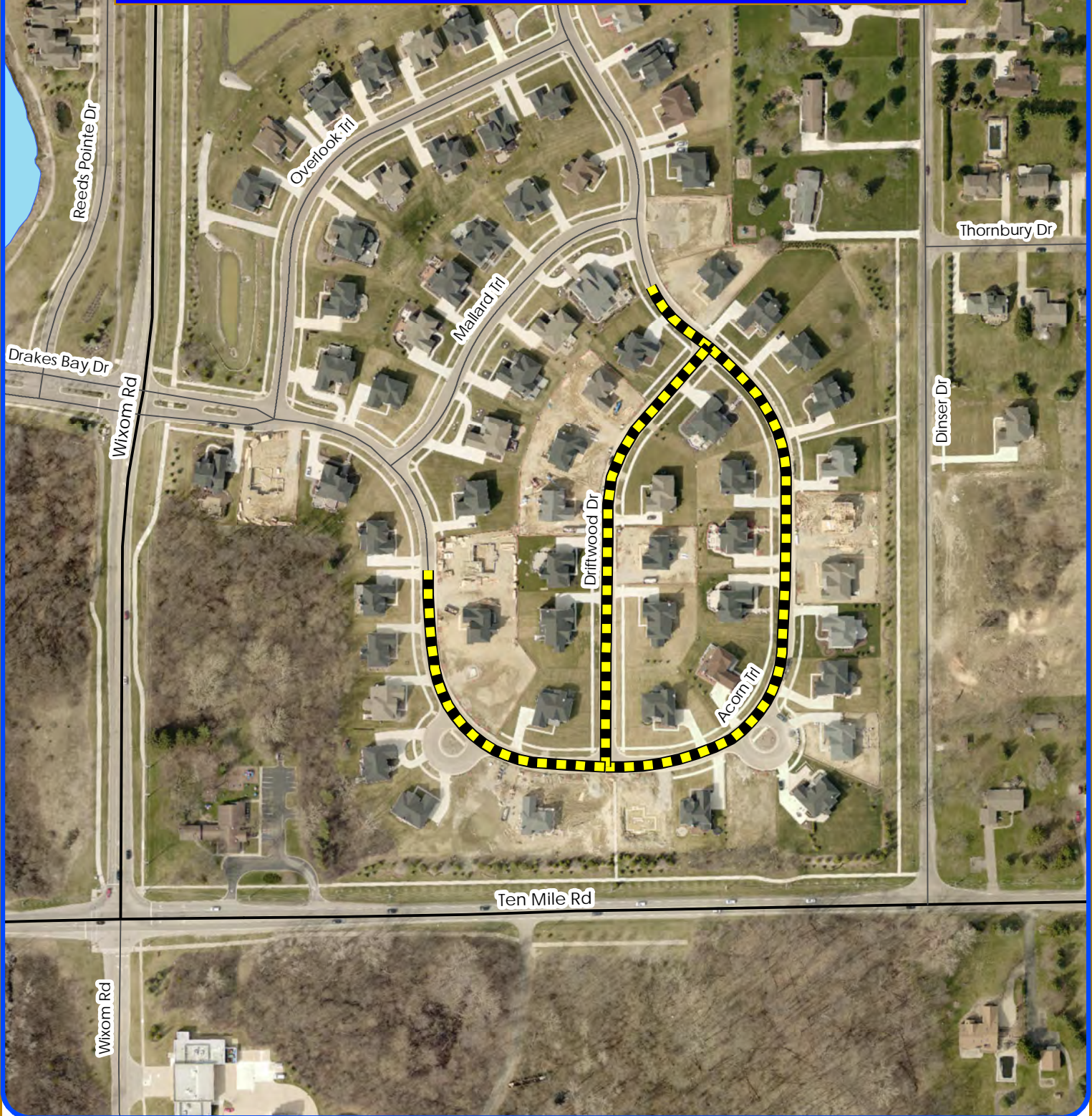
Toll MI II Limited Partnership, developers of the Reserve of Island Lake (Phase 7C) Site Condominium, has requested the dedication and acceptance of Driftwood Drive and a portion of Acorn Trail as public assets. The development is comprised of 41 single family home sites established as part of a site condominium. The project is located between 10 Mile and 11 Mile Roads and is east of Wixom Road. The right-of-way widths for each of the aforementioned proposed streets are sixty (60) feet.

The streets have been constructed in accordance with City Standards. According to the City's consulting engineer, the streets meet City design and construction standards (Spalding DeDecker, September 18, 2018). The related acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form so as to permit acceptance by City Council (Spalding DeDecker, January 5, 2017 and Beth Saarela, March 14, 2017, respectively). The enclosed resolution satisfies the Michigan Department of Transportation requirement for adding 0.53 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of residential streets as part of the Reserve of Island Lake (Phase 7C) and adoption of Act 51 New Street Resolution accepting Driftwood Drive and Acorn Trail as public, adding 0.53 miles of roadway to the City's public street system.

The Reserve of Island Lake Phase 7C Street Acceptance

Location Map



Map Author: Joseph Akers
 Date: November 14, 2018
 Project: Island Lake Phase 7C
 Version: 1.1

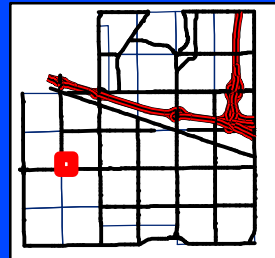
Amended By:
 Date:
 Department:

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.



Proposed Accepted Streets



City of Novi

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



1 inch = 238 feet



CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

THE RESERVE OF ISLAND LAKE PHASE 7C
ACORN TRAIL AND DRIFTWOOD DRIVE

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on December 3, 2018, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Acorn Trail and Driftwood Drive, and,

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

WHEREAS; that Acorn Trail and Driftwood Drive were open to the public since 2014.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Acorn Trail and Driftwood Drive and direct such to be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 3rd day of December, 2018 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

 **SPALDING DEDECKER**
Engineering & Surveying Excellence since 1954

September 18, 2018

Mrs. Darcy Rechten
Construction Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Island Lake – Phase 7C
Site Work Final Approval**
Novi SP No.: JSP13-0049
SDA Job No.: NV13-229

Dear Mrs. Bridges:

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

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

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

Sincerely,

SPALDING DEDECKER



Ted Meadows
Senior Project Manager

TMM

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 (email)
SDA Job File

January 5, 2018

Scott Hansen
Toll Brothers, Inc.
28004 Center Oaks Ct. Ste 200
Wixom, MI 48393

Re: Island Lake 7C - Acceptance Documents Review
Novi # JSP13-0049
SDA Job No. NV13-229
EXHIBITS APPROVED

Dear Mr. Hansen:

We have reviewed the Roads Acceptance Document Package received by our office on January 4, 2018 against the Final Site Plan (Stamping Set). We offer the following comments:

Roads Acceptance Documents:

1. Roads Bill of Sale – (unexecuted: exhibit dated 11/15/17) - Legal Description Approved.
2. Roads Warranty Deed – (unexecuted: exhibit dated 11/15/17) - Legal Description Approved.
3. Roads Sworn Statement – (executed 10/16/14) – RECEIVED
4. Roads Waiver of Lien – (executed 10/16/14) – RECEIVED

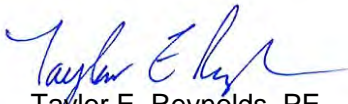
Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents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

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

Sincerely,

SPALDING DEDECKER


Taylor E. Reynolds, PE
Senior Project Engineer



Cc (via Email):

Theresa Bridges, City Construction Engineer
Cortney Hanson, City Clerk
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
George Melistas, City Engineering Senior Manager
Angie Pawlowski, City Community Development Bond Coordinator
Darcy Rehtien, City Construction Engineer
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
John Poe, Toll Brothers



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

March 14, 2018

Jeffrey Herczeg, Director of Public Services
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

Re: Reserve at Island Lake (Phase 7C) – Interior Roads JSP 13-0049
Acceptance Documents

Dear Mr. Herczeg:

We have received and reviewed, and enclosed please find, the following documents for the Island Lake Phase 7C:

- Covenant Deed (Interior Roads)
- Bill of Sale
- Commitment for Title Insurance

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

Toll MI II Limited Partnership and the Reserve of Island Lake Association seek to convey the interior roads serving Phase 7C of Island Lake, also known as part of the Reserve of Island Lake. The Covenant Deed for roads and corresponding Bill of Sale for paving are acceptable.

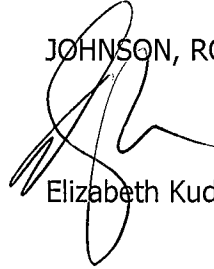
The Maintenance and Guarantee Bond is in the City's standard format for a surety bond and is acceptable. Generally, the terms of a maintenance and guarantee bond require the developer to repair or replace defective paving for two years from the time of formal acceptance of the facilities by the City.

Once accepted, the Covenant Deed for roads should be tax certified and recorded with Oakland County Records. The Bill of Sale should be retained in the City's file.

Finally, the Master Deed may require amendment to remove the interior roads for the Condominium upon acceptance by City Council.

Very truly yours,

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



Elizabeth Kudla Saarela

EKS

- C: Cortney Hanson, Clerk (w/Enclosures-Originals to follow by Interoffice Mail)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Theresa Bridges, Civil Engineer (w/Enclosures)
Darcy Rechtien, Staff Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Michael Freckelton, Taylor Reynolds, and Ted Meadows, Spalding DeDecker
(w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Mike Noles and Jason Minock, Toll Brothers, Inc. (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

COVENANT DEED
(The Reserve of Island Lake Phase 7 C Interior Roads)

This **COVENANT DEED** made and entered into by **TOLL MI II LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 28004 Center Oaks Ct., Suite 200, Wixom, MI 48393 ("**Developer**") and **THE RESERVE OF ISLAND LAKE ASSOCIATION**, a Michigan non-profit corporation, with an address of c/o Jason Minock, 28004 Center Oaks Court, Suite 200, Wixom, MI 48393 ("**Association**") to and for the benefit of the **CITY OF NOVI**, a public body corporate, with an address of 45175 Ten Mile Road, Novi, Michigan 48375 ("**City**").

The Developer is the developer of a certain condominium project ("Condominium") pursuant to and in accordance with the terms of the Master Deed for The Reserve of Island Lake Condominium, Oakland County Condominium Subdivision Plan No. 2048, which Master Deed was recorded on July 25, 2013 in Liber 46110, Page 828, Oakland County Records (the "**Master Deed**"). The Condominium is administered by the Association. The Developer retained the right to dedicate roads and other improvements under the terms of the Master Deed.

In connection with the development of the Condominium, the Developer intended to convey certain interior streets to the City which streets are more particularly described on the attached Exhibit A ("**Streets**"). The Streets are located within General Common Elements of the Condominium as defined and depicted in the Master Deed. Although the Association does not admit or agree that it has ever had ownership, control or responsibility for the Streets, the Association is willing to join in this Deed to confirm the conveyance and dedication of the Streets which are within the common elements of the Condominium.

The Developer and the Association would like to dedicate the Streets to and, the City, following review, inspection and appropriate resolution is willing to accept the dedication.

Therefore, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, the Developer, subject only to the interest of the Association and any interests created by the Association, if any; and the Association subject to the interest of the Developer and any interest created by any party other than the Association hereby convey the Streets to the City.

This Deed constitutes the entire agreement between the parties with respect to the subject matter hereof. No change in, addition to, or waiver or amendment of the terms and conditions

hereof shall be binding upon any of the parties hereto unless approved in writing by the other parties hereto.

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Facsimile, email or photostatic signatures shall be treated with the same effect as original signatures would be and when delivered or released shall be binding on the parties.

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.

This Deed is exempt from transfer taxes under MCL 207.505(a) and MCL 207.526(a) as the consideration is less than \$100.00.

IN WITNESS WHEREOF, the parties have caused this Deed to be executed as of the date indicated next to each signature.

SIGNATURE PAGES FOLLOW

EXHIBIT A

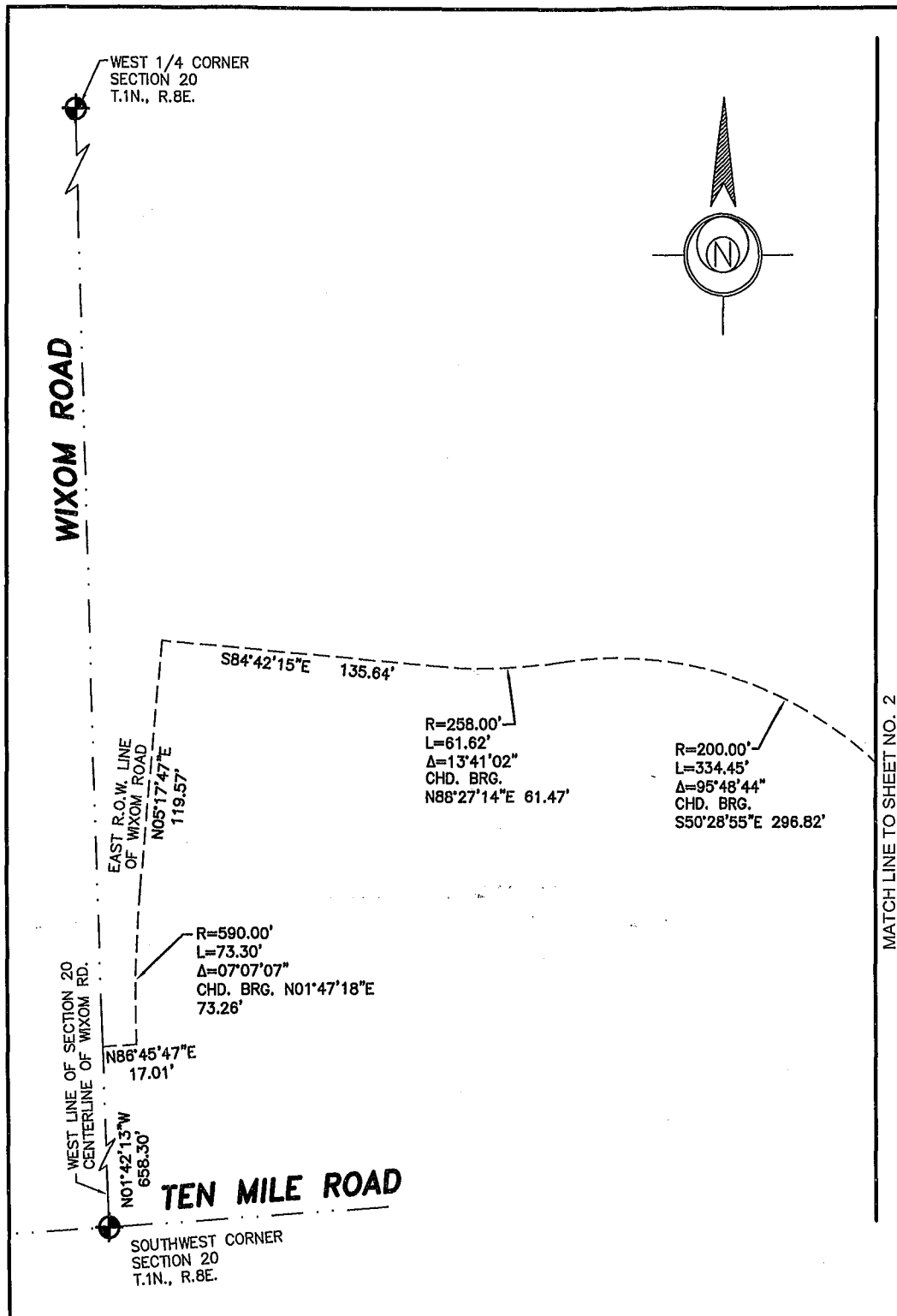


EXHIBIT B

R.O.W. DEDICATION PHASE 7C

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20,
TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN.



28004 Center Oaks Court
Suite 200
Wixom, Michigan 48393
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 15 NOV 2017	SHEET No.: 3372-R0W DED

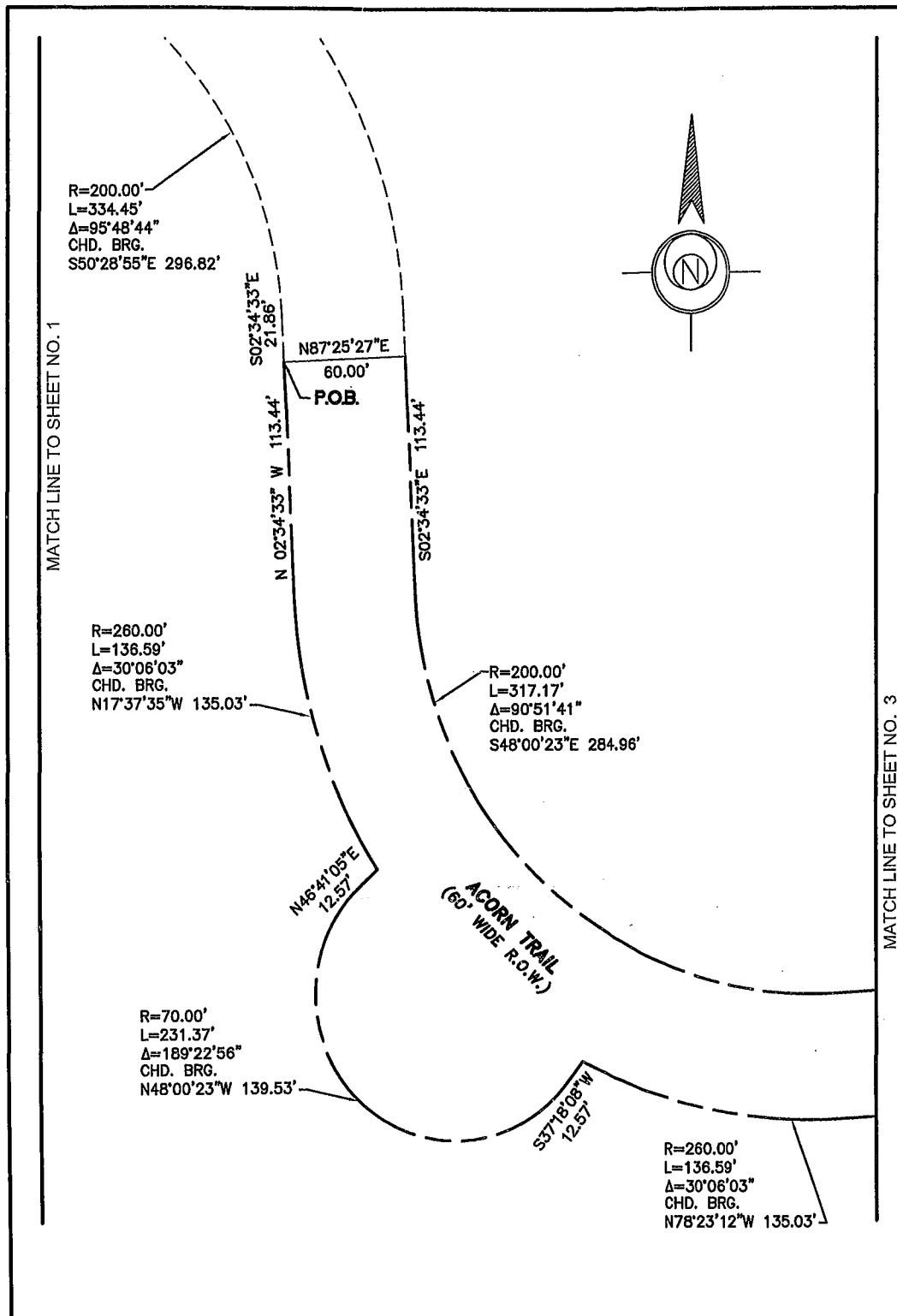


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 TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
 COUNTY, MICHIGAN.



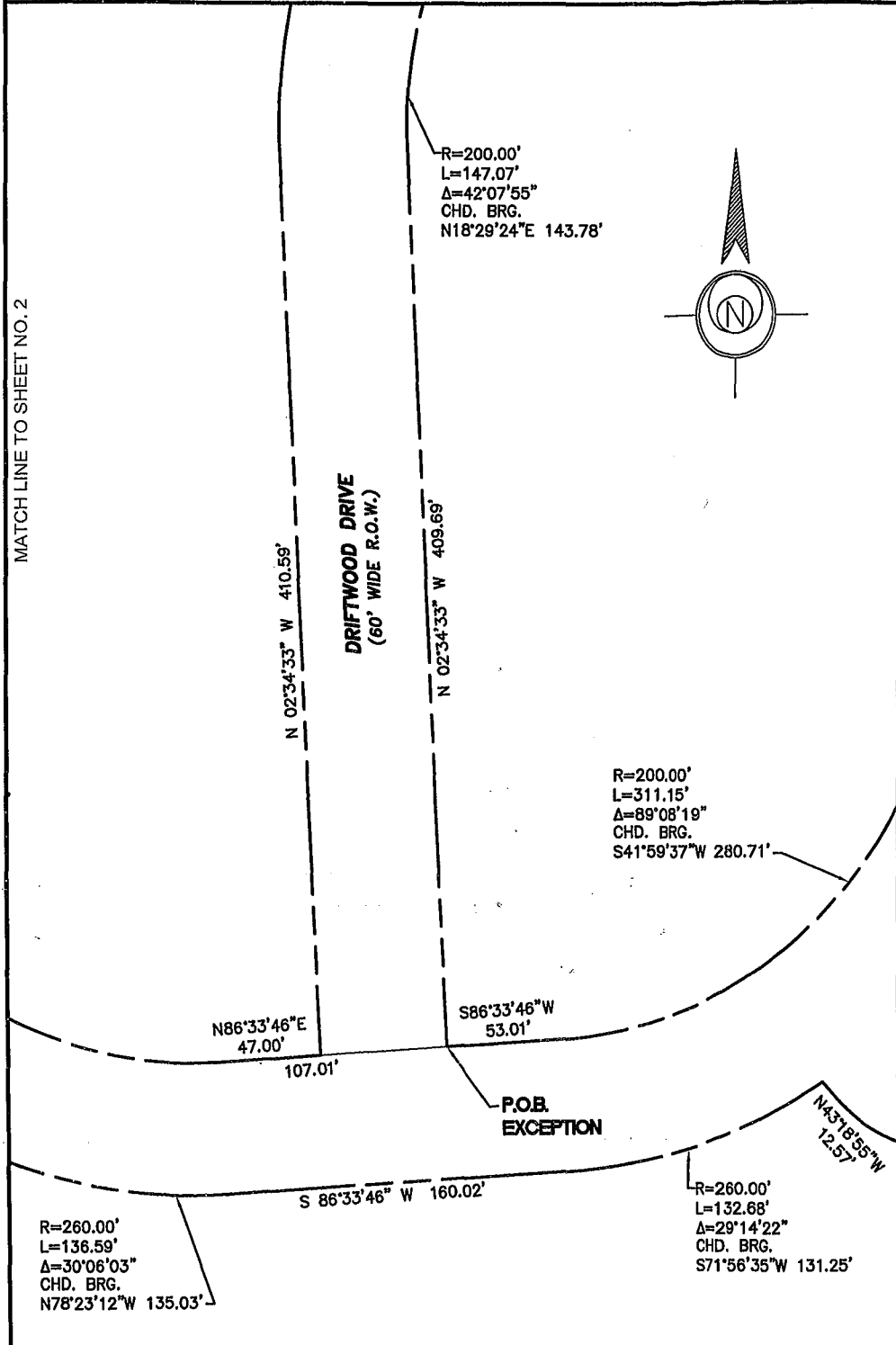
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DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 15 NOV 2017	SHEET No.: 3372--ROW DED

MATCH LINE TO SHEET NO. 4

MATCH LINE TO SHEET NO. 2



MATCH LINE TO SHEET NO. 5

EXHIBIT B

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LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20,
TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN.



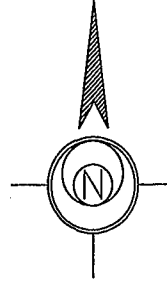
28004 Center Oaks Court
 Suite 200
 Wixom, Michigan 48393
 TEL: (248) 305-4013
 FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 15 NOV 2017	SHEET No.: 3372-ROW DED

MATCH LINE TO SHEET NO.4

MATCH LINE TO SHEET NO.3



ACORN TRAIL
(60' WIDE R.O.W.)

S 02°34'33" E 271.50'

S 02°34'33" E 271.50'

R=260.00'
L=132.68'
Δ=29°14'22"
CHD. BRG.
S12°02'38"W 131.25'

R=200.00'
L=311.15'
Δ=89°08'19"
CHD. BRG.
S41°59'37"W 280.71'

S82°41'52"E
12.57'

S86°33'46"W
53.01'

P.O.B.
EXCEPTION

N43°18'55"W
12.57'

R=260.00'
L=132.68'
Δ=29°14'22"
CHD. BRG.
S71°56'35"W 131.25'

R=70.00'
L=231.37'
Δ=189°22'56"
CHD. BRG.
S41°59'37"W 139.53'

EXHIBIT B

R.O.W. DEDICATION PHASE 7C

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20,
TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN.



28004 Center Oaks Court
Suite 200
Wixom, Michigan 48393
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 15 NOV 2017	SHEET No.: 3372-R0W DED

LEGAL DESCRIPTION

60 FOOT WIDE RIGHT-OF-WAY DEDICATION:

A RIGHT OF WAY DEDICATION OVER LAND IN THE RESERVE OF ISLAND LAKE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2048, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01°42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86°45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01°47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05°17'47"E, 119.57 FEET; THENCE S84°42'15"E, 135.64 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N88°27'14"E, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S50°28'55"E, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE S02°34'33"E, 21.86 FEET TO THE POINT OF BEGINNING; THENCE N87°25'27"E, 60.00 FEET; THENCE S02°34'33"E, 113.44 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S48°00'23"E, 284.96 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 317.17 FEET; THENCE N86°33'46"E, 47.00 FEET; THENCE N02°34'33"W, 410.59 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N18°29'24"E, 186.91 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 191.19 FEET; THENCE N39°33'22"E, 145.79 FEET; THENCE N50°26'38"W, 34.87 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N41°15'42"W, 82.98 FEET, A RADIUS OF 260.00 FEET; AN ARC LENGTH OF 83.34 FEET; THENCE N57°55'14"E, 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S41°15'42"E, 63.83 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 64.10 FEET; THENCE S50°26'38"E, 141.64 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S26°30'36"E, 210.96 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 217.22 FEET; THENCE S02°34'33"E, 271.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S12°02'38"W, 131.25 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 132.68 FEET; THENCE S52°41'52"E, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S41°59'37"W, 139.53 FEET, A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 231.37 FEET; THENCE N43°18'55"W, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S71°56'35"W, 131.25 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 132.68 FEET; THENCE S86°33'46"W, 160.02 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N78°23'12"W, 135.03 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 136.59 FEET; THENCE S37°18'08"W, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N48°00'23"W, 139.53 FEET, A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 231.37 FEET; THENCE N46°41'05"E, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N17°37'35"W, 135.03 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 136.59 FEET; THENCE N02°34'33"W, 113.44 FEET TO THE POINT OF BEGINNING.

EXCEPT FOR THE FOLLOWING:

DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01°42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86°45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01°47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05°17'47"E, 119.57 FEET; THENCE S84°42'15"E, 135.64 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N88°27'14"E, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S50°28'55"E, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE S02°34'33"E, 21.86 FEET; THENCE N87°25'27"E, 60.00 FEET; THENCE S02°34'33"E, 113.44 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S48°00'23"E, 284.96 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 317.17 FEET; THENCE N86°33'46"E, 107.01 FEET TO THE POINT OF BEGINNING; THENCE N02°34'33"W, 409.69 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N18°29'24"E, 143.78 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 147.07 FEET; THENCE N39°33'22"E, 145.79 FEET; THENCE S50°26'38"E, 46.77 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S26°30'36"E, 162.27 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 167.09 FEET; THENCE S02°34'33"E, 271.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S41°59'37"W, 280.71 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 311.15 FEET; THENCE S86°33'46"W, 53.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

R.O.W. DEDICATION PHASE 7C

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.



29665 William K. Smith Dr.
Suite B
New Hudson, Michigan 48165
TEL: (248) 446-5103
FAX: (248) 446-5106

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: NONE	DATE: 15 NOV 2017	SHEET No.: 3372-ROW DED

BILL OF SALE
(The Reserve of Island Lake Phase 7 C Interior Roads)

TOLL II MI LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 28004 Center Oaks Ct. Suite 200, Wixom, MI 48393 ("**Developer**") was the developer of a certain condominium project known as The Reserve of Island Lake Condominium ("**Condominium**") pursuant to and in accordance with the terms of the Master Deed for The Reserve of Island Lake Condominium, Oakland County Condominium Subdivision Plan No. 2048, which Master Deed was recorded on July 25, 2013 in Liber 46110, Page 828, Oakland County Records (the "**Master Deed**"). The Condominium is administered by The **RESERVE OF ISLAND LAKE ASSOCIATION**, a Michigan non-profit corporation, with an address of c/o Jason Minock, 28004 Center Oaks Court, Suite 200, Wixom, MI 48393 ("**Association**").

In connection with the development of the Condominium, the Developer installed certain curbs, gutters, pavement and related street improvements ("**Improvements**") with respect to the streets more particularly described on the attached Exhibit A. The Improvements are located within General Common Elements of the Condominium as defined and depicted in the Master Deed.

The Condominium is administered by the Association. The Developer retained the right to dedicate roads and other improvements under the terms of the Master Deed.

The Developer and the Association would like to dedicate the Improvements to the **CITY OF NOVI**, a public body corporate, with an address of 45175 Ten Mile Road, Novi, Michigan 48375 ("**City**") and, the City, following review, inspection and appropriate resolution is willing to accept the dedication.

Therefore, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Association hereby convey the Improvements to the City.

This Bill of Sale constitutes the entire agreement between the parties with respect to the subject matter hereof. No change in, addition to, or waiver or amendment of the terms and conditions hereof shall be binding upon any of the parties hereto unless approved in writing by the other parties hereto.

This Bill of Sale shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs and legal representatives.

This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Facsimile, email or

photostatic signatures shall be treated with the same effect as original signatures would be and when delivered or released shall be binding on the parties.

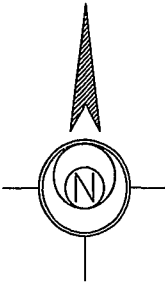
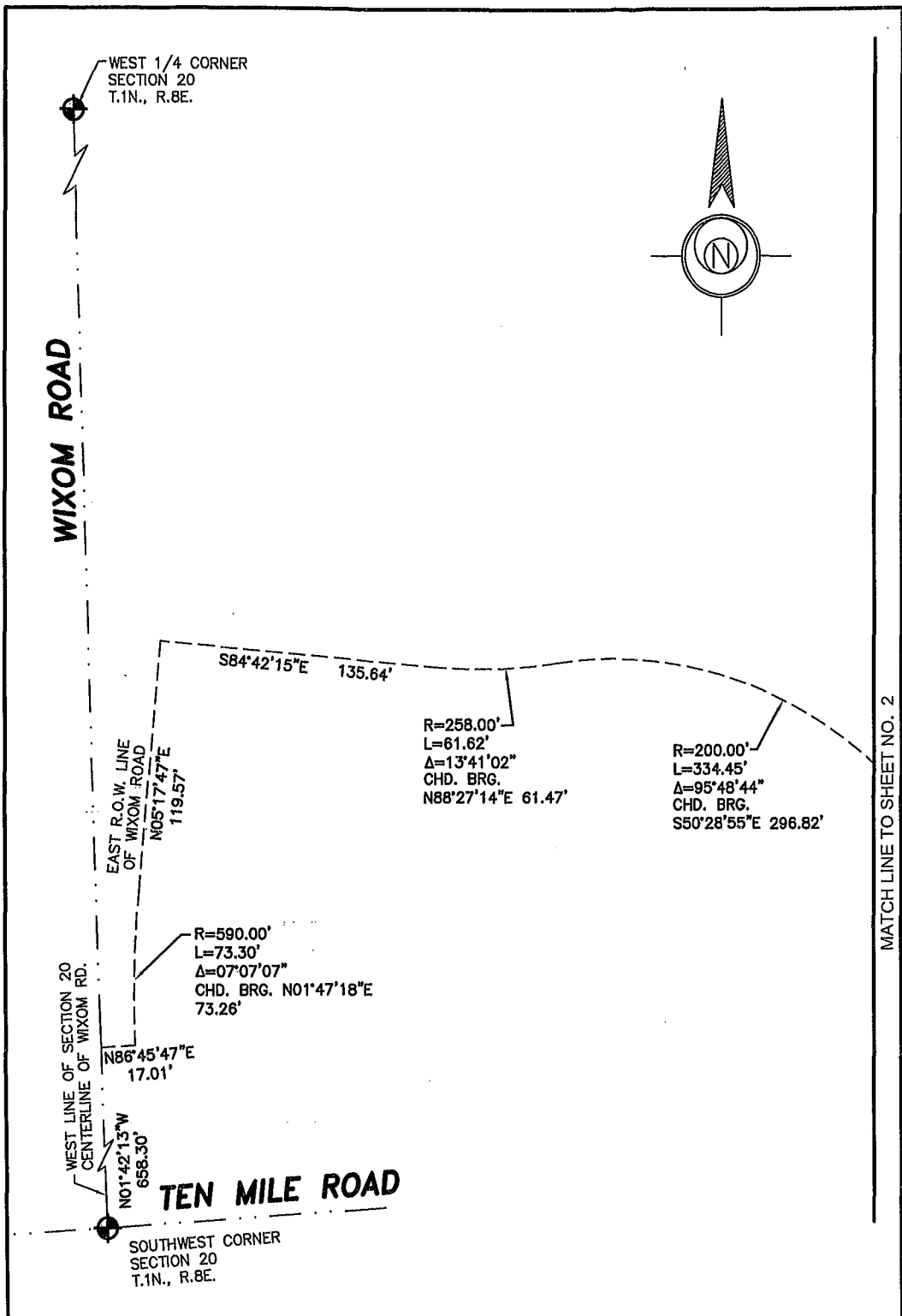
Nothing herein shall be interpreted as evidence of, or an admission that, the Association has ever had an ownership interest in, or possession and control of, the Improvements.

This Bill of Sale is exempt from transfer taxes under MCL 207.505(a) and MCL 207.526(a) as the consideration is less than \$100.00.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as of the date indicated next to each signature.

SIGNATURE PAGES FOLLOW

EXHIBIT A



MATCH LINE TO SHEET NO. 2

EXHIBIT B

R.O.W. DEDICATION PHASE 7C

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20,
TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN.



28004 Center Oaks Court
Suite 200
Wixom, Michigan 48393
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 15 NOV 2017	SHEET No.: 3372--ROW DED

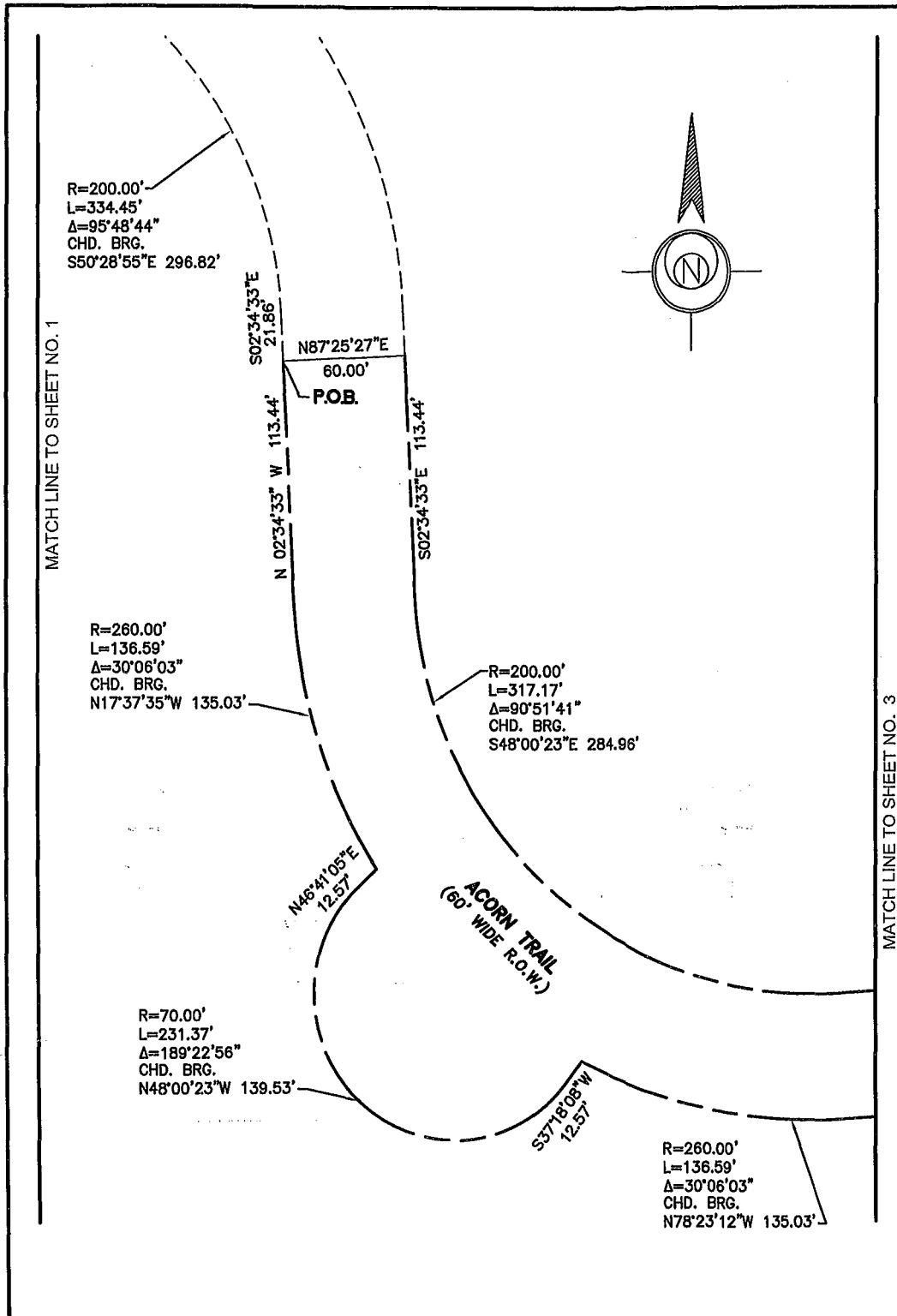


EXHIBIT B

R.O.W. DEDICATION PHASE 7C

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20,
 TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
 COUNTY, MICHIGAN.



28004 Center Oaks Court
 Suite 200
 Wixom, Michigan 48393
 TEL: (248) 305-4013
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CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 15 NOV 2017	SHEET No.: 3372-ROW DED

MATCH LINE TO SHEET NO. 4

MATCH LINE TO SHEET NO. 2

MATCH LINE TO SHEET NO. 5

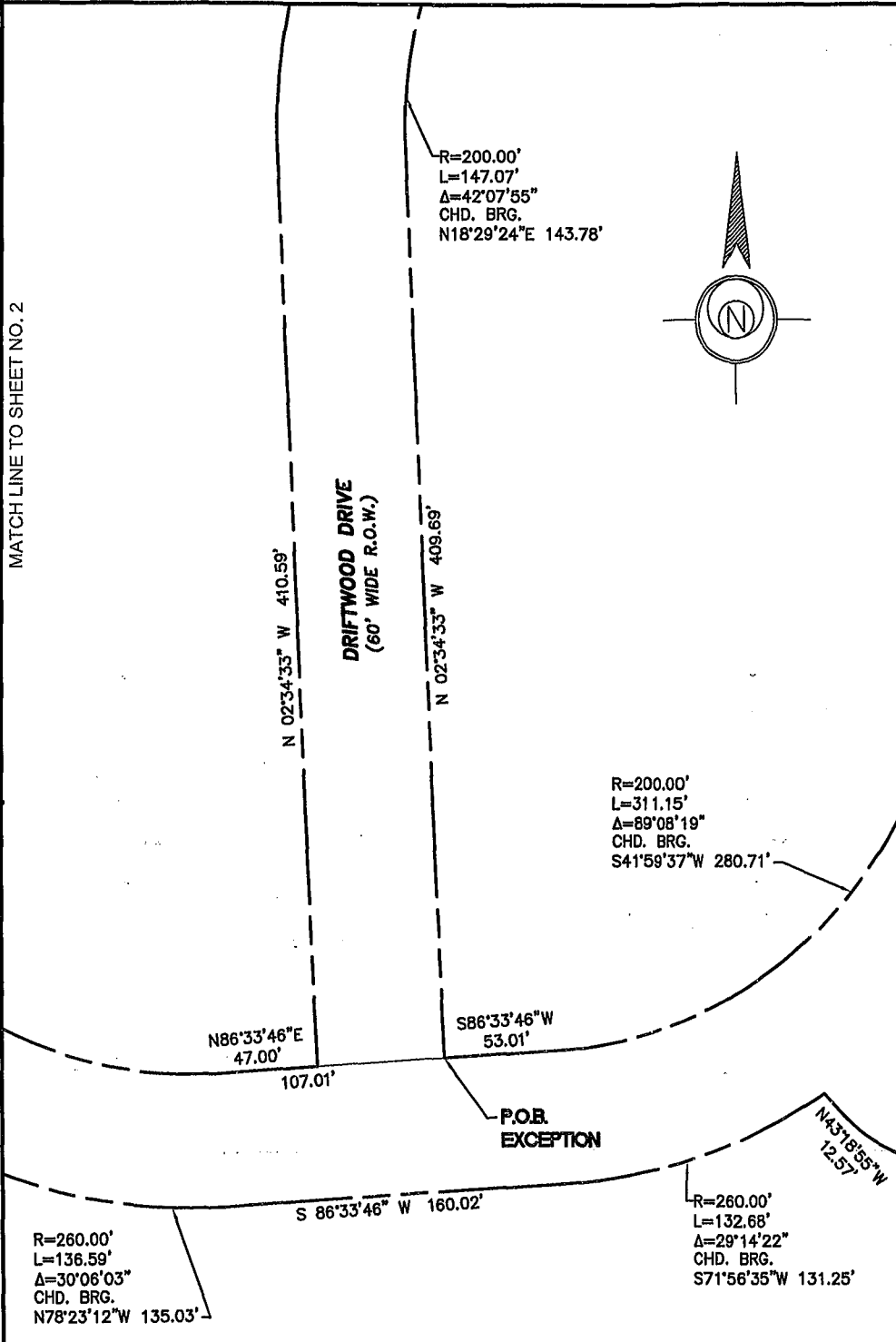


EXHIBIT B

R.O.W. DEDICATION PHASE 7C

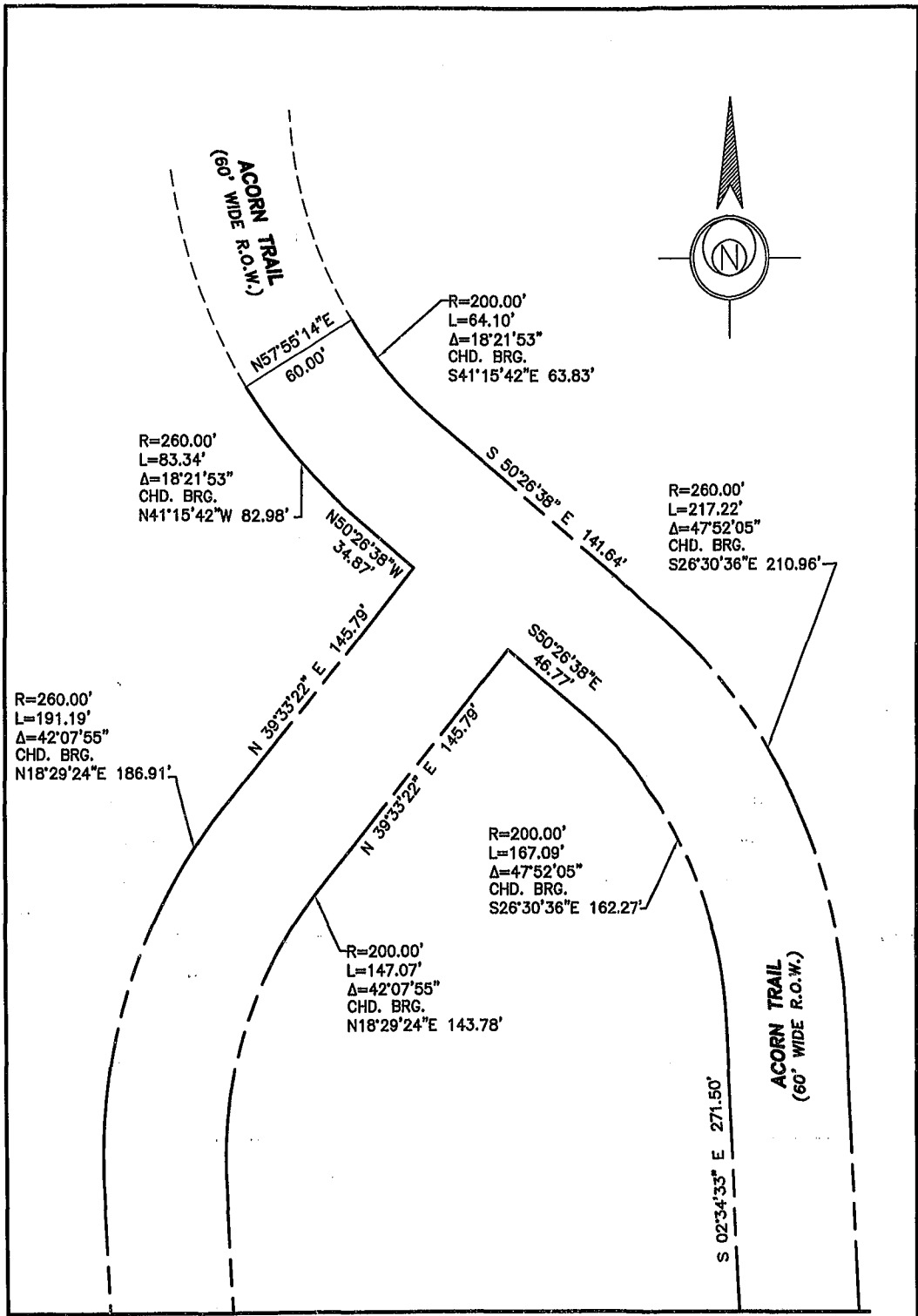
LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.



28004 Center Oaks Court
Suite 200
Wixom, Michigan 48393
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 15 NOV 2017	SHEET No.: 3372-ROW DED



MATCH LINE TO SHEET NO. 3 & 5

EXHIBIT B

R.O.W. DEDICATION PHASE 7C

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20,
TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN.



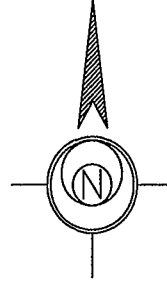
28004 Center Oaks Court
Suite 200
Wixom, Michigan 48393
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 15 NOV 2017	SHEET No.: 3372-ROW DED.

MATCH LINE TO SHEET NO.4

MATCH LINE TO SHEET NO.3



ACORN TRAIL
(60' WIDE R.O.W.)

S 02°34'33" E 271.50'

S 02°34'33" E 271.50'

R=260.00'
L=132.68'
Δ=29°14'22"
CHD. BRG.
S12°02'38"W 131.25'

R=200.00'
L=311.15'
Δ=89°08'19"
CHD. BRG.
S41°59'37"W 280.71'

S52°41'52"E
12.57'

S86°33'46"W
53.01'

P.O.B.
EXCEPTION

N43°18'55"W
12.57'

R=260.00'
L=132.68'
Δ=29°14'22"
CHD. BRG.
S71°58'35"W 131.25'

R=70.00'
L=231.37'
Δ=189°22'56"
CHD. BRG.
S41°59'37"W 139.53'

EXHIBIT B

R.O.W. DEDICATION PHASE 7C

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20,
TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN.



28004 Center Oaks Court
Suite 200
Wixom, Michigan 48393
TEL: (248) 305-4013
FAX: (248) 305-4001

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: 1" = 60'	DATE: 15 NOV 2017	SHEET No.: 3372-ROW DED

LEGAL DESCRIPTION

60 FOOT WIDE RIGHT-OF-WAY DEDICATION:

A RIGHT OF WAY DEDICATION OVER LAND IN THE RESERVE OF ISLAND LAKE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2048, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01'42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86'45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01'47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05'17'47"E, 119.57 FEET; THENCE S84'42'15"E, 135.64 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N88'27'14"E, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S50'28'55"E, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE S02'34'33"E, 21.86 FEET TO THE POINT OF BEGINNING; THENCE N87'25'27"E, 60.00 FEET; THENCE S02'34'33"E, 113.44 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S48'00'23"E, 284.96 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 317.17 FEET; THENCE N86'33'46"E, 47.00 FEET; THENCE N02'34'33"W, 410.59 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N18'29'24"E, 186.91 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 191.19 FEET; THENCE N39'33'22"E, 145.79 FEET; THENCE N50'26'38"W, 34.87 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N41'15'42"W, 82.98 FEET, A RADIUS OF 260.00 FEET; AN ARC LENGTH OF 83.34 FEET; THENCE N57'55'14"E, 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S41'15'42"E, 63.83 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 64.10 FEET; THENCE S50'26'38"E, 141.64 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S26'30'36"E, 210.96 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 217.22 FEET; THENCE S02'34'33"E, 271.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S12'02'38"W, 131.25 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 132.68 FEET; THENCE S52'41'52"E, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S41'59'37"W, 139.53 FEET, A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 231.37 FEET; THENCE N43'18'55"W, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S71'56'35"W, 131.25 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 132.68 FEET; THENCE S86'33'46"W, 160.02 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N78'23'12"W, 135.03 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 136.59 FEET; THENCE S37'18'08"W, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N48'00'23"W, 139.53 FEET, A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 231.37 FEET; THENCE N46'41'05"E, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N17'37'35"W, 135.03 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 136.59 FEET; THENCE N02'34'33"W, 113.44 FEET TO THE POINT OF BEGINNING.

EXCEPT FOR THE FOLLOWING:

DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01'42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86'45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01'47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05'17'47"E, 119.57 FEET; THENCE S84'42'15"E, 135.64 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N88'27'14"E, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S50'28'55"E, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE S02'34'33"E, 21.86 FEET; THENCE N87'25'27"E, 60.00 FEET; THENCE S02'34'33"E, 113.44 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S48'00'23"E, 284.96 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 317.17 FEET; THENCE N86'33'46"E, 107.01 FEET TO THE POINT OF BEGINNING; THENCE N02'34'33"W, 409.69 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N18'29'24"E, 143.78 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 147.07 FEET; THENCE N39'33'22"E, 145.79 FEET; THENCE S50'26'38"E, 46.77 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S26'30'36"E, 162.27 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 167.09 FEET; THENCE S02'34'33"E, 271.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S41'59'37"W, 280.71 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 311.15 FEET; THENCE S86'33'46"W, 53.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

R.O.W. DEDICATION PHASE 7C

LOCATED IN THE RESERVE OF ISLAND LAKE, PART OF SECTION 20,
TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN.



29665 William K. Smith Dr.
Suite B
New Hudson, Michigan 48165
TEL: (248) 446-5103
FAX: (248) 446-5106

CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS - LAND PLANNERS

DESIGNED:	DRAWN: SRB	CHECKED: JIF
SCALE: NONE	DATE: 15 NOV 2017	SHEET No.: 3372-ROW DED

MAINTENANCE AND GUARANTEE BOND
SURETY BOND
STREETS

Bond : 0735636
RECEIVED
BSM 18-0001
JAN 30 2018

The undersigned, TOLL MI II LIMITED PARTNERSHIP CITY OF NOVI
"Principal," whose address is 250 Gibraltar Road, Horsham, PA 19044 COMMUNITY DEVELOPMENT
and
INTERNATIONAL FIDELITY INSURANCE COMPANY, "Surety," whose address is 2570 Boulevard
of the Generals, Norristown, PA 19403, will pay the City of Novi, "City,"
and its legal representatives or assigns, the sum of Eighty Nine Thousand Five Hundred
Fourteen and 75/100 Dollars (\$89,514.75) 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 street paving for JSP13-0049 Reserve at Island Lake Phase 7C within the City of
Novi, shown on plans, dated July 31, 2013 ("Improvements").

Whereas, as part of the development of property located at North of Ten Mile Road and
east of Wixom Road (Section 20), and more particularly described as:

Parcel ID Number: 50-22-20-301-009
Project Name: The Reserve at Island Lake 7C
Site Plan No. JSP13-0049

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

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

Emergency repairs that are necessary to protect life and property may be undertaken by
the City immediately and without advance notice to the Principal and

Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal or Surety.

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

This Bond and the obligations of Principal and Surety under it shall be in full force and effect for the Improvements described above for 2 years from the time they are accepted formally as a public right-of-way through City Council resolution by the City of Novi, for defects discovered within that period for which the City provides written notice to the Principal and Surety within fourteen (14) days of discovery of the defect.

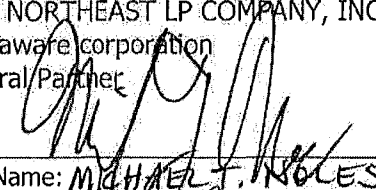
It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City, and its officers, officials, and employees, harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its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

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


The date of the last signature shall be considered the date of this Bond, which is JANUARY 24, 2018.

PRINCIPAL: TOLL MI II LIMITED PARTNERSHIP


BY: TOLL NORTHEAST LP COMPANY, INC.,
a Delaware corporation
General Partner

By: 
Name: MICHAEL T. NOLES
Title: SR. VICE PRESIDENT

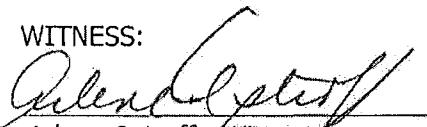
Date: Jan. 29, 2018

WITNESS:


SURETY: INTERNATIONAL FIDELITY
INSURANCE COMPANY


By: Daniel P. Dunigan
Its: Attorney-in-Fact

Date: JANUARY 24, 2018

WITNESS:

Arlene Ostroff - Witness

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-6207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

RICHARD J. DECKER, WILLIAM F. SIMKISS, JOSEPH W. KOLOK, JR., BRIAN C. BLOCK,
JAMES L. HAHN, DANIEL P. DUNIGAN

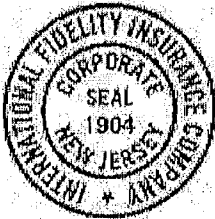
Paoli, PA.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that: (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



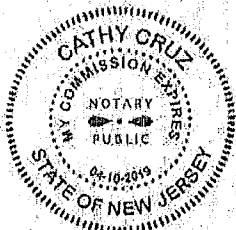
STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24TH day of JANUARY, 2018

MARIA BRANCO, Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2016

<u>ASSETS</u>	
Bonds (Amortized Value)	\$116,553,232
Common Stocks (Market Value)	35,026,858
Mortgage Loans on Real Estate	364,497
Cash, Bank Deposits & Short Term Investments	27,210,274
Unpaid Premiums & Assumed Balances	9,398,922
Reinsurance Recoverable from Reinsurers	(563,771)
Electronic Data Processing Equipment	339,714
Investment Income Due and Accrued	643,984
Net Deferred Tax Assets	4,099,217
Receivables from Parent, Subsidiaries & Affiliates	96,331
Other Assets	<u>21,746,462</u>
TOTAL ASSETS	<u>\$214,415,720</u>


<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$2,684,535
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	353,354
Loss Adjustment Expenses	3,582,623
Commissions Payable, Contingent Commissions & Other Similar Charges	1,129,001
Other Expenses (Excluding Taxes, Licenses and Fees)	5,107,108
Taxes, Licenses & Fees (Excluding Federal Income Tax)	386,783
Current Federal & Foreign Income Taxes	155,610
Unearned Premiums	34,001,398
Dividends Declared & Unpaid - Stockholders	234,182
Dividends Declared & Unpaid: Policyholders	868,437
Ceded Reinsurance Premiums Payable	2,367,376
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	67,451,019
Provision for Reinsurance	43,665
Payable to Parent, Subsidiaries and Affiliates	56,120
Other Liabilities	<u>6,884,658</u>
TOTAL LIABILITIES	<u>\$125,306,898</u>

Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Notes	16,000,000
Unassigned Funds (Surplus)	72,212,700
Less: Treasury Stock at cost (21,744 shares common) (value incl. \$45.)	<u>978,480</u>
Surplus as Regards Policyholders	<u>\$89,108,820</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$214,415,720</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2016, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey,



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 22nd day of February, 2017.
INTERNATIONAL FIDELITY INSURANCE COMPANY

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011400-1928769e

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

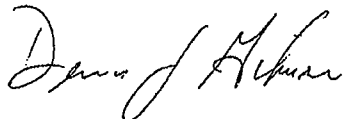
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, 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.

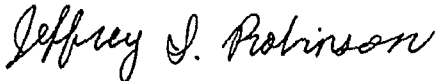
(Covered Risks Continued on Page 2)

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



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

For Reference:

File #: 106-17001251-RET

Issued By:

**Westminster Abstract Company d/b/a
Westminster Title Agency, Inc**
39500 High Pointe, 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 INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way, Santa Ana, CA

File No.: 106-17001251-RET

Policy No.: 5011400-1928769e

Address Reference: Road dedication, Novi, MI 48375

Amount of Insurance: \$10,000.00

Premium: \$0.00

Date of Policy: December 19, 2017 at 12:00 AM

1. Name of Insured:

City of Novi

2. The estate or interest in the Land that is insured by this policy is:

3. Title is vested in:

Toll MI II LP

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

60 FOOT WIDE RIGHT-OF-WAY DEDICATION:

A RIGHT OF WAY DEDICATION OVER LAND IN THE RESERVE OF ISLAND LAKE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2048, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01'42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86'45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01'47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05'17'47"E, 119.57 FEET; THENCE S84'42'15"E, 135.64 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N88'27'14"E, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S50'28'55"E, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE S02'34'33"E, 21.86 FEET TO THE POINT OF BEGINNING: THENCE N8725'27"E, 60.00 FEET; THENCE S02'34'33"E, 113.44 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S48'00'23"E, 284.96 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 317.17 FEET; THENCE N86'33'46"E, 47.00 FEET; THENCE N02'34'33"W, 410.59 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N18'29'24"E, 186.91 FEET, A RADIUS OF 260.00 FEET, AN

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE A

(Continued)

ARC LENGTH OF 191.19 FEET; THENCE N39'33'22"E, 145.79 FEET; THENCE N50'26'38"W, 34.87 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N41'15'42"W, 82.98 FEET, A RADIUS OF 260.00 FEET; AN ARC LENGTH OF 83.34 FEET; THENCE N57'55'14"E, 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S41'15'42"E, 63.83 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 64.10 FEET; THENCE S50'26'38"E, 141.64 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S26'30'36"E, 210.96 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 217.22 FEET; THENCE S02'34'33"E, 271.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S12'02'38"W, 131.25 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 132.68 FEET; THENCE S52'41'52"E, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S41'59'37"W, 139.53 FEET, A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 231.37 FEET; THENCE N43'18'55"W, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S71'56'35"W, 131.25 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 132.68 FEET; THENCE S86'33'46"W, 160.02 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N78'23'12"W, 135.03 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 136.59 FEET; THENCE S37'18'08"W, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N48'00'23"W, 139.53 FEET, A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 231.37 FEET; THENCE N46'41'05"E, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N1737'35"W, 135.03 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 136.59 FEET; THENCE N02'34'33"W, 113.44 FEET TO THE POINT OF BEGINNING.

EXCEPT FOR THE FOLLOWING:

DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01'42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86'45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01'47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N0517'47"E, 119.57 FEET; THENCE S84'42'15"E, 135.64 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N88'27'14"E, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S50'28'55"E, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE S02'34'33"E, 21.86 FEET; THENCE N87'25'27"E, 60.00 FEET; THENCE S02'34'33"E, 113.44 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S48'00'23"E, 284.96 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 317.17 FEET; THENCE N86'33'46"E, 107.01 FEET TO THE POINT OF BEGINNING; THENCE N02'34'33"W, 409.69 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N18'29'24"E, 143.78 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 147.07 FEET; THENCE N39'33'22"E, 145.79 FEET; THENCE S50'26'38"E, 46.77 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S26'30'36"E, 162.27 FEET, A RADIUS OF 200.00

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AMERICAN
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SCHEDULE A

(Continued)

FEET, AN ARC LENGTH OF 167.09 FEET; THENCE S02'34'33"E, 271.50 FEET; THENCE
ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S41'59'37"W, 280.71
FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 311.15 FEET; THENCE
S86'33'46"W, 53.01 FEET TO THE POINT OF BEGINNING.

Westminster Title Agency, Inc.

Richard D. Maxwell

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SCHEDULE B

File No.: 106-17001251-RET

Policy No.: 5011400-1928769e

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. Rights of co-owners in The Reserve of Island Lake in general common elements and limited common elements as set forth in Master Deed recorded in Liber 46110, Pages 828, inclusive, as amended, in associated condominium documents, and as described in Act 59 of the Public Acts of 1978, as amended, and all the terms and conditions, regulations, restrictions, easements and other matters set forth in the above described Master Deed, associated documents and statutes.
2. Harvest Lake of Novi Residential Unit Development Agreement (the "RUD Agreement") entered into by the prior owner of the property submitted to the Condominium and the City of Novi and recorded at Liber 18279, Pages 716 through 855, both inclusive, Oakland County Records. To include more land therein, the RUD Agreement was amended by a Harvest Lake of Novi First Amendment of Residential Unit Development Agreement dated as of July 22, 1999, and recorded at Liber 20818, Pages 15 through 40, both inclusive, Oakland County Records, as further amended by that certain Second Amendment to Residential Unit Development Agreement dated July 2, 2003, recorded at Liber 29801, Pages 7 through 23, both inclusive, Oakland County Records, as further amended by that certain Third Amendment to Residential Unit Development Agreement dated July 21, 2003, recorded at Liber 30402, Pages 1 through 15, both inclusive, Oakland County Records, as further amended by that certain. On March 14, 2005, the Declarant caused both a Fourth Amendment to Residential Unit Development Agreement dated March 14, 2005, recorded at Liber 35126, Pages 758-772, both inclusive, Oakland County Records, as further amended by that certain Fifth Amendment to Residential Unit Development Agreement dated March 14, 2005, recorded at Liber 35126, Pages 773 through 794, both inclusive, Oakland County Records, and further amended by that certain Sixth Amendment to RUD Agreement dated May 23, 2013 Liber 45833, Page 95, Oakland County Records
3. Island Lake of Novi Community Association Declaration of Covenants Conditions and Restrictions, dated June 19, 2000, recorded on June 21, 2000 at Liber 21518, Pages 318 through 345, both inclusive, Oakland County Records, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions dated June 22, 2001, recorded at Liber 23097, Pages 301 through 309, both inclusive, Oakland County Records, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions dated August 20, 2003, recorded at Liber 30418, Pages 397 through 410, both inclusive, Oakland County Records, as further amended by that certain Third Amendment to Declaration, Covenants and Restrictions dated June 22, 2006, recorded at Liber 37780, Pages 677 through 690, both inclusive, Oakland County Records, and as further amended by that certain Fourth Amendment to Declaration, Covenants and Restrictions dated July 19, 2013, recorded at Liber 46088, Pages 684 through 6969 both inclusive, Oakland County Records

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AMERICAN
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SCHEDULE C

File No.: 106-17001251-RET

Policy No.: 5011400-1928769e

The land referred to in this Policy is described as follows:

60 FOOT WIDE RIGHT-OF-WAY DEDICATION:

A RIGHT OF WAY DEDICATION OVER LAND IN THE RESERVE OF ISLAND LAKE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2048, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01'42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86'45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01'47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N05'17'47"E, 119.57 FEET; THENCE S84'42'15"E, 135.64 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N88'27'14"E, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S50'28'55"E, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE S02'34'33"E, 21.86 FEET TO THE POINT OF BEGINNING: THENCE N87'25'27"E, 60.00 FEET; THENCE S02'34'33"E, 113.44 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S48'00'23"E, 284.96 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 317.17 FEET; THENCE N86'33'46"E, 47.00 FEET; THENCE N02'34'33"W, 410.59 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N18'29'24"E, 186.91 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 191.19 FEET; THENCE N39'33'22"E, 145.79 FEET; THENCE N50'26'38"W, 34.87 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N41'15'42"W, 82.98 FEET, A RADIUS OF 260.00 FEET; AN ARC LENGTH OF 83.34 FEET; THENCE N57'55'14"E, 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S41'15'42"E, 63.83 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 64.10 FEET; THENCE S50'26'38"E, 141.64 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S26'30'36"E, 210.96 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 217.22 FEET; THENCE S02'34'33"E, 271.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S12'02'38"W, 131.25 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 132.68 FEET; THENCE S52'41'52"E, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S41'59'37"W, 139.53 FEET, A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 231.37 FEET; THENCE N43'18'55"W, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S71'56'35"W, 131.25 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 132.68 FEET; THENCE S86'33'46"W, 160.02 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N78'23'12"W, 135.03 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 136.59 FEET; THENCE S37'18'08"W, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N48'00'23"W, 139.53 FEET, A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 231.37 FEET; THENCE N46'41'05"E, 12.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N1737'35"W, 135.03 FEET, A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 136.59 FEET; THENCE N02'34'33"W, 113.44 FEET TO THE POINT OF BEGINNING.

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SCHEDULE C

(Continued)

EXCEPT FOR THE FOLLOWING:

DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N01'42'13"W, 658.30 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE N86'45'47"E, 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF WIXOM ROAD (VARIABLE WIDTH); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N01'47'18"E, 73.26 FEET, A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 73.30 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N0517'47"E, 119.57 FEET; THENCE S84'42'15"E, 135.64 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING N88'27'14"E, 61.47 FEET, A RADIUS OF 258.00 FEET, AN ARC LENGTH OF 61.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S50'28'55"E, 296.82 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 334.45 FEET; THENCE S02'34'33"E, 21.86 FEET; THENCE N87'25'27"E, 60.00 FEET; THENCE S02'34'33"E, 113.44 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING S48'00'23"E, 284.96 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 317.17 FEET; THENCE N86'33'46"E, 107.01 FEET TO THE POINT OF BEGINNING; THENCE N02'34'33"W, 409.69 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING N18'29'24"E, 143.78 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 147.07 FEET; THENCE N39'33'22"E, 145.79 FEET; THENCE S50'26'38"E, 46.77 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S26'30'36"E, 162.27 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 167.09 FEET; THENCE S02'34'33"E, 271.50 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING S41'59'37"W, 280.71 FEET, A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 311.15 FEET; THENCE S86'33'46"W, 53.01 FEET TO THE POINT OF BEGINNING.

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