



**CITY of NOVI CITY COUNCIL**

**Agenda Item G  
January 23, 2017**

**SUBJECT:**

Acceptance of a warranty deed from Mirage Development for the dedication of a 60 foot master planned right-of-way half width along the south side of Ten Mile Road east of Novi Road as part of the Orchard Hills North subdivision development; and approval to execute a Quit Claim Deed conveying the dedicated Ten Mile Road right-of-way to the Road Commission for Oakland County.

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

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

Mirage Development and the Orchard Hills North Homeowner's Association are requesting the acceptance of a Warranty Deed conveying the master planned 60 foot half width right-of-way for Ten Mile Road, along the south side of Ten Mile Road, as proposed on the approved site plan.

The Quit Claim Deed for the right-of-way will be dedicated to the Road Commission for Oakland County as Ten Mile Road is under their jurisdiction.

The enclosed Warranty Deed has been favorably reviewed by the City Attorney (Beth Saarela's December 27, 2016 letter) and is recommended for approval.

**RECOMMENDED ACTION:**

Acceptance of a warranty deed from Mirage Development for the dedication of a 60 foot master planned right-of-way half width along the south side of Ten Mile Road east of Novi Road as part of the Orchard Hills North subdivision development; and approval to execute a Quit Claim Deed conveying the dedicated Ten Mile Road right-of-way to the Road Commission for Oakland County.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

# Orchard Hills North Ten Mile Road right-of-way Location Map



Map Author: D. Rechten  
Date: 01/13/2017

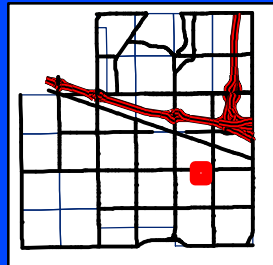
Project:  
Version #:

Amended By:  
Date:

Department:

#### MAP INTERPRETATION NOTICE

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



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



1 inch = 208 feet





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

December 27, 2016

Darcy N. Rechten, Engineering Technician  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Orchard Hills North JSP 14-0001  
Roads - Review for Acceptance**

Dear Ms. Rechten:

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

- Warranty Deed – Interior Roads (**Approved**)
- Warranty Deed – Ten Mile Right of Way (**Approved**)
- Bill of Sale for utilities and street paving within Interior Road ROW (**Approved**)
- Bill of Sale for the boardwalk within the Ten Mile Road ROW (**Approved**)
- Maintenance and Guarantee Bond (**Approved**)
- Title Commitment
- Sworn Statement and Waivers of Lien

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

### **Ten Mile and Interior Roads**

Mirage Development, LLC and the Orchard Hills North HOA, seek 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 road paving and water, sewer and storm sewer utilities within the public road right-of way (water and sanitary sewer facilities were previously accepted). The exhibits have been reviewed and approved by the City's Consulting Engineer. The Warranty Deeds may be placed on an upcoming City Council Agenda for acceptance. Once accepted, the enclosed

Quit Claim Deed may be executed by the City conveying the Ten Mile Right-of-Way to the Board of County Road Commissioners for operation and maintenance.

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.

### **Boardwalk Acceptance**

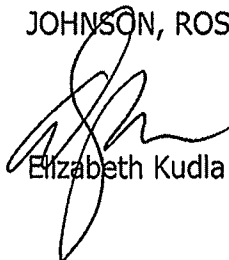
We have reviewed and approve the enclosed Bill of Sale for the boardwalk constructed within the Ten Mile Road Right-of-Way. The Bill of Sale is in the City's standard format and is acceptable as provided subject to inspection and approval of the boardwalk for acceptance by the City. The exhibits have been reviewed and approved by the City's Consulting Engineer. The boardwalk may be placed on an upcoming City Council Agenda for acceptance along with the Ten Mile Road Right-of-Way.

Once approved and accepted by City Council, the Warranty Deeds 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)  
George Melistas, Engineering Senior Manager (w/Enclosures)  
Theresa Bridges, Construction Engineer (w/Enclosures)  
Sarah Marchioni, Building Project Coordinator (w/Enclosures)  
Brittany Allen, Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Mark Paulson and Claudio Rossi, Mirage Development (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that Mirage Development, LLC, a Michigan limited liability company, whose address is 45380 W. Ten Mile Road, #135, Novi, MI 48375 and the Orchard Hills North HOA, a Michigan non-profit corporation, whose address is 45380 W. Ten Mile Road, #135, Novi, MI 48375, convey and warrant to City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi for right-of-way purposes, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof,

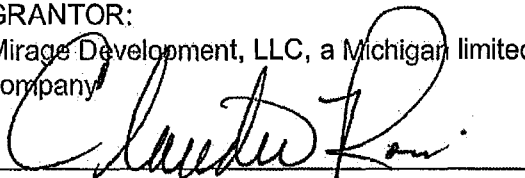
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100 Dollars (\$1.00).

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

Dated this 15<sup>th</sup> day of DECEMBER, 20 16

GRANTOR:

Mirage Development, LLC, a Michigan limited liability company



By: Claudio Rossi  
Its: Member

{SIGNATURES CONTINUE ON FOLLOWING PAGE}



**WARNER, CANTRELL & PADMOS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
27300 Haggerty Road, Suite F2  
Farmington Hills, MI 48331  
Phone: (248) 848-1666  
Fax: (248) 848-9896

**EXHIBIT "A"**

**RIGHT OF WAY DEDICATION  
WOODGLEN DRIVE (60.00 FEET WIDE)  
PROPOSED ORCHARD HILLS NORTH CONDOMINIUM**

A RIGHT OF WAY 60.00 FEET IN WIDTH BEING A PART OF NORTHEAST 1/4 OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND PROCEEDING THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD, N.90°00'00"W., 1330.58'; THENCE S.00°00'00"E., 290.00' TO THE POINT OF BEGINNING OF THE RIGHT OF WAY DEDICATION, THENCE CONTINUING S.00°00'00"E., 60.00'; THENCE N.90°00'00"W., 135.00'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00', A CENTRAL ANGLE OF 31°38'06" (THE CHORD OF SAID CURVE BEARS S.74°10'57"W., 109.03') A DISTANCE OF 110.43'; THENCE S.58°21'54"W., 50.80'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 260.00', A CENTRAL ANGLE OF 31°38'06" (THE CHORD OF SAID CURVE BEARS S.74°10'57"W., 141.74') A DISTANCE OF 143.56'; THENCE N.90°00'00"W., 309.84'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 51.00', A CENTRAL ANGLE OF 33°24'51" (THE CHORD OF SAID CURVE BEARS S.73°17'34"W., 29.32') A DISTANCE OF 29.74'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00', A CENTRAL ANGLE OF 275°45'01" (THE CHORD OF SAID CURVE BEARS N.14°27'39"E., 93.90') A DISTANCE OF 336.89'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 42.00', A CENTRAL ANGLE OF 62°20'10" (THE CHORD OF SAID CURVE BEARS S.58°49'55"E., 43.47') A DISTANCE OF 45.69'; THENCE S.90°00'00"E., 277.28'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00', A CENTRAL ANGLE OF 31°38'06" (THE CHORD OF SAID CURVE BEARS N.74°10'57"E., 109.03') A DISTANCE OF 110.43'; THENCE N.58°21'54"E., 50.80'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 260.00', A CENTRAL ANGLE OF 31°38'06" (THE CHORD OF SAID CURVE BEARS N.74°10'57"E., 141.74') A DISTANCE OF 143.56'; THENCE S.90°00'00"E., 135.00' TO THE POINT OF BEGINNING.

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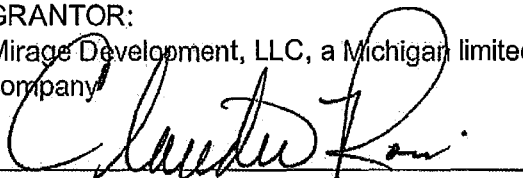
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Dated this 15<sup>th</sup> day of DECEMBER, 20 16

GRANTOR:

Mirage Development, LLC, a Michigan limited liability company



By: Claudio Rossi  
Its: Member

{SIGNATURES CONTINUE ON FOLLOWING PAGE}





**WARNER, CANTRELL & PADMOS, INC.**

CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2

Farmington Hills, MI 48331

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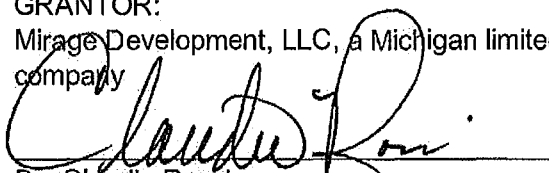
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Dated this 15<sup>th</sup> day of DECEMBER, 20 16

GRANTOR:

Mirage Development, LLC, a Michigan limited liability company

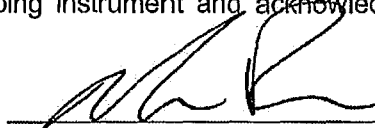


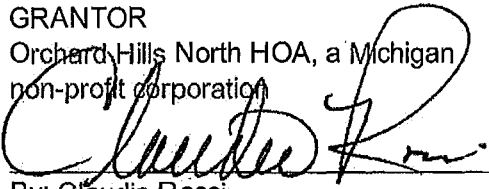
By: Claudio Rossi  
Its: Member

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND)

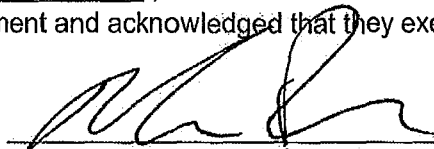
On this 15<sup>th</sup> day of DECEMBER, 20 16, before me, personally appeared the above named Claudio Rossi, the Member of Mirage Development, LLC and to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

  
Notary Public: Mark Paulson  
Acting in Oakland County, MI  
My commission expires: 6/3/2016

GRANTOR  
Orchard Hills North HOA, a Michigan  
non-profit corporation  
  
By: Claudio Rossi  
Its: President

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND)

On this 15<sup>th</sup> day of DECEMBER, 20 16, before me, personally appeared the above named Claudio Rossi, the President of Orchard Hills North HOA, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

  
Notary Public: Mark Paulson  
Acting in Oakland County, MI  
My commission expires: 6/3/2018

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, MI 48375	Drafted by: Mark Paulson 45380 West 10 Mile Road #135 Novi, MI 48375
--	--	--

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

**WARNER, CANTRELL & PADMOS, INC.**

CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2

Farmington Hills, MI 48331

Phone: (248) 848-1686

Fax: (248) 848-9896

**EXHIBIT "A"**

**RIGHT OF WAY DEDICATION  
TEN MILE ROAD  
PROPOSED ORCHARD HILLS NORTH CONDOMINIUM**

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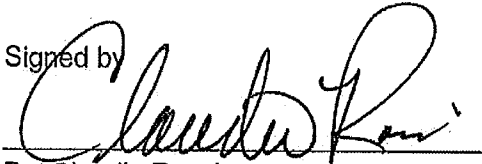
**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, Mirage Development, LLC, a Michigan Limited Liability Company, whose address is 45380 W. 10 Mile Rd #135 Novi, Michigan 48375, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 Ten Mile Road, Novi, Michigan 48375, all of the boardwalks attached to or installed in the ground according to the easements and/or public rights-of-way therefore established described as follows:

(See the Attached and Incorporated Exhibit A)

In witness whereof, the undersigned has executed these presents this 15<sup>TH</sup> day of DECEMBER 20 16.

Signed by



By: Claudio Rossi

Its: Member

STATE OF MICHIGAN )

) ss.

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 15<sup>TH</sup> day of DECEMBER, 20 16 by Claudio Rossi, the Member of Mirage Develop, LLC a Michigan Limited Liability Company on its behalf.



Notary Public: Mark Paulson

Acting in Oakland County, Michigan

My commission expires: 6/3/2018

Drafted By:

Elizabeth K. Saarela

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

27555 Executive Drive, Suite 250

Farmington Hills, MI 48331

When recorded, return to:

Cortney Hanson, Clerk

CITY OF NOVI

45175 Ten Mile Road

Novi, MI 48375-3024

**WARNER, CANTRELL & PADMOS, INC.**  
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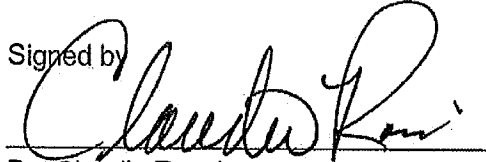
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Signed by



By: Claudio Rossi


Its: Member

STATE OF MICHIGAN )

) ss.

COUNTY OF OAKLAND )

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Notary Public: Mark Paulson

Acting in Oakland County, Michigan

My commission expires: 6/3/2018

Drafted By:

Elizabeth K. Saarela

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

27555 Executive Drive, Suite 250

Farmington Hills, MI 48331

When recorded, return to:

Cortney Hanson, Clerk

CITY OF NOVI

45175 Ten Mile Road

Novi, MI 48375-3024



**WARNER, CANTRELL & PADMOS, INC.**

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PROPOSED ORCHARD HILLS NORTH CONDOMINIUM**

A RIGHT OF WAY 60.00 FEET IN WIDTH BEING A PART OF NORTHEAST 1/4 OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND PROCEEDING THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD, N.90°00'00"W., 1330.58' TO THE POINT OF BEGINNING OF THE RIGHT OF WAY DEDICATION; THENCE S.00°00'00"E., 60.00'; THENCE S.90°00'00"W., 886.00'; THENCE N.00°00'00"E., 60.00'; THENCE ALONG THE SAID NORTH LINE OF SECTION 26 AND SAID CENTERLINE OF TEN MILE ROAD N.90°00'00"E., 886.00' TO THE POINT OF BEGINNING CONTAINING 53,160 SQUARE FEET OR 1.22 ACRES OF LAND, MORE OR LESS.

**MAINTENANCE AND GUARANTEE BOND**

The undersigned, Mirage Development, LLC, "Principal," whose address is 45380 W. 10 Mile Road, Novi, MI 48375, and Western Surety Company "Surety," whose address is 101 S. Reid Street, Suite 300, Sioux Falls, SD 57103, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of THIRTY EIGHT THOUSAND FIVE HUNDRED EIGHTY THREE AND 25/100 (\$ 38,583.25) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed, or contracted to construct, certain improvements consisting of Streets within the City of Novi, shown on plans dated July 9, 2014 ("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, by written acknowledgment, 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) years from the time they are accepted formally as an 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.

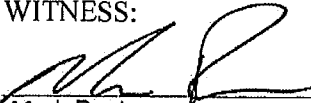
It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City and its officers, officials, and employees harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, 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.

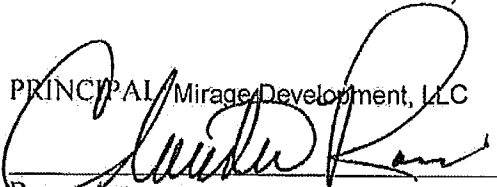
The date of the last signature shall be considered the date of this Bond, which is November 1, 2016.

Date: November 1, 2016

WITNESS:

  
\_\_\_\_\_  
Mark Paulson

PRINCIPAL/Mirage Development, LLC

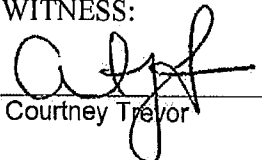


By: Claudio Rossi  
Its: Managing Member

SURETY: Western Surety Company

Date: November 1, 2016

WITNESS:

  
\_\_\_\_\_  
Courtney Trevor



By: Veronda D. Gordon  
Its: Attorney-in-Fact

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**WARNER, CANTRELL & PADMOS, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
27300 Haggerty Road, Suite F2  
Farmington Hills, MI 48331  
Phone: (248) 848-1666  
Fax: (248) 848-9898

**EXHIBIT "A"**

**RIGHT OF WAY DEDICATION  
WOODGLEN DRIVE (60.00 FEET WIDE)  
PROPOSED ORCHARD HILLS NORTH CONDOMINIUM**

**A RIGHT OF WAY 60.00 FEET IN WIDTH BEING A PART OF NORTHEAST 1/4  
OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY,  
MICHIGAN, DESCRIBED AS:**

**COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, T.1N.,  
R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND PROCEEDING  
THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SAID LINE ALSO  
BEING THE CENTERLINE OF TEN MILE ROAD, N.90°00'00"W., 1330.58';  
THENCE S.00°00'00"E., 290.00' TO THE POINT OF BEGINNING OF THE  
RIGHT OF WAY DEDICATION, THENCE CONTINUING S.00°00'00"E., 60.00';  
THENCE N.90°00'00"W., 135.00'; THENCE ALONG A CURVE TO THE LEFT,  
HAVING A RADIUS OF 200.00', A CENTRAL ANGLE OF 31°38'06" (THE  
CHORD OF SAID CURVE BEARS S.74°10'57"W., 109.03') A DISTANCE OF  
110.43'; THENCE S.58°21'54"W., 50.80'; THENCE ALONG A CURVE TO THE  
RIGHT, HAVING A RADIUS OF 260.00', A CENTRAL ANGLE OF 31°38'06"  
(THE CHORD OF SAID CURVE BEARS S.74°10'57"W., 141.74') A DISTANCE  
OF 143.56'; THENCE N.90°00'00"W., 309.84'; THENCE ALONG A CURVE TO  
THE LEFT, HAVING A RADIUS OF 51.00', A CENTRAL ANGLE OF 33°24'51"  
(THE CHORD OF SAID CURVE BEARS S.73°17'34"W., 29.32') A DISTANCE  
OF 29.74'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF  
70.00', A CENTRAL ANGLE OF 275°45'01" (THE CHORD OF SAID CURVE  
BEARS N.14°27'39"E., 93.90') A DISTANCE OF 336.89'; THENCE ALONG A  
CURVE TO THE LEFT, HAVING A RADIUS OF 42.00', A CENTRAL ANGLE OF  
62°20'10" (THE CHORD OF SAID CURVE BEARS S.58°49'55"E., 43.47') A  
DISTANCE OF 45.69'; THENCE S.90°00'00"E., 277.28'; THENCE ALONG A  
CURVE TO THE LEFT, HAVING A RADIUS OF 200.00', A CENTRAL ANGLE  
OF 31°38'06" (THE CHORD OF SAID CURVE BEARS N.74°10'57"E., 109.03') A  
DISTANCE OF 110.43'; THENCE N.58°21'54"E., 50.80'; THENCE ALONG A  
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OF 31°38'06" (THE CHORD OF SAID CURVE BEARS N.74°10'57"E., 141.74') A  
DISTANCE OF 143.56'; THENCE S.90°00'00"E., 135.00' TO THE POINT OF  
BEGINNING.**

# 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

**Gus E Zervos, Steve M Zervos, Angelo G Zervos, Donald W Burden, Veronda D Gordon, Individually**

of Southfield, 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 3rd day of October, 2016.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 3rd day of October, 2016, before me personally came Paul T. Bruflat, 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, 2021



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 1st day of November, 2016.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Commitment for Title Insurance  
Schedule A**

File No : 63-16499588-GCM

**Commonly Known As:** Road Right of Way within Development, Novi, MI

1. Effective Date: **October 03, 2016, at 8:00 am**
  
2. Policy or policies to be issued: AMOUNT
  - (a) OWNERS POLICY \$1,000.00  
Proposed Insured:  
**INFORMATIONAL**
  
  - (b) LOAN POLICY  
Proposed Insured:
  
3. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:  
  
**Mirage Development, L. L.C., a Michigan limited liability company**
  
4. The land referred to in this commitment is situated in the City of Novi, County of Oakland, State of Michigan, as follows:  
  
**SEE EXHIBIT A**

COUNTERSIGNED:  
**ATA NATIONAL TITLE GROUP, LLC**



Steven M. Greco  
AUTHORIZED SIGNATORY

ATA National Title Group, LLC  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-9703

Issuing Agent for: **STEWART TITLE GUARANTY COMPANY**

This commitment valid and binding for a period of 6 months from the date hereof. Thereafter it is void and of no effect.  
This commitment is invalid unless the insuring Provisions and Schedules A, BI and BII are attached.  
SCHEDULE A of this commitment--Page 1

**EXHIBIT "A"**

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

Right of Way dedication of Woodglen Drive (60.00 feet wide) within Orchard Hills North Condominium, according to the Master Deed recorded in Liber 47468, Pages 147 through 202, both inclusive, Oakland County Records, as amended, and designated as Oakland County Condominium Subdivision Plan No. 2087, together with rights in general common elements and limited common elements as set forth in the above-described Master Deed, as amended, and as described in Act 59 of the Public Acts of 1978, as amended, more particularly described as:

A Right of Way 60.00 feet in width being a part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the Northeast corner of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and proceeding thence along the North line of said Section 26, said line also being the centerline of Ten Mile Road, North 90 degrees 00 minutes 00 seconds West, 1330.58 feet; thence South 00 degrees 00 minutes 00 seconds East, 290.00 feet to the point of beginning of the Right of Way dedication, thence continuing South 00 degrees 00 minutes 00 seconds East, 60.00 feet; thence North 90 degrees 00 minutes 00 seconds West, 135.00 feet; thence along a curve to the left, having a radius of 200.00 feet, a central angle of 31 degrees 38 minutes 06 seconds (the chord of said curve bears South 74 degrees 10 minutes 57 seconds West, 109.03 feet) a distance of 110.43 feet; thence South 58 degrees 21 minutes 54 seconds West, 50.80 feet; thence along a curve to the right, having a radius of 260.00 feet, a central angle of 31 degrees 38 minutes 06 seconds (the chord of said curve bears South 74 degrees 10 minutes 57 seconds West, 141.74 feet) a distance of 143.56 feet; thence North 90 degrees 00 minutes 00 seconds West, 309.84 feet; thence along a curve to the left, having a radius of 51.00 feet, a central angle of 33 degrees 24 minutes 51 seconds (the chord of said curve bears South 73 degrees 17 minutes 34 seconds West, 29.32 feet) a distance of 29.74 feet; thence along a curve to the right, having a radius of 70.00 feet, a central angle of 275 degrees 45 minutes 01 seconds (the chord of said curve bears North 14 degrees 27 minutes 39 seconds East, 93.90 feet) a distance of 336.89 feet; thence along a curve to the left, having a radius of 42.00 feet, a central angle of 62 degrees 20 minutes 10 seconds (the chord of said curve bears South 58 degrees 49 minutes 55 seconds East, 43.47 feet) a distance of 45.69 feet; thence South 90 degrees 00 minutes 00 seconds East, 277.28 feet; thence along a curve to the left, having a radius of 200.00 feet, a central angle of 31 degrees 38 minutes 06 seconds (the chord of said curve bears North 74 degrees 10 minutes 57 seconds East, 109.03 feet) a distance of 110.43 feet; thence North 58 degrees 21 minutes 54 seconds East, 50.80 feet; thence along a curve to the right, having a radius of 260.00 feet, a central angle of 31 degrees 38 minutes 06 seconds (the chord of said curve bears North 74 degrees 10 minutes 57 seconds East, 141.74 feet) a distance of 143.56 feet; thence South 90 degrees 00 minutes 00 seconds East, 135.00 feet to the point of beginning.

ATA National Title Group, LLC

36800 Gratiot Avenue

Clinton Township, MI 48035

Ph:(586) 463-7200 Fax:(586) 463-9703

Issuing Agent for: STEWART TITLE GUARANTY COMPANY

SCHEDULE A of this commitment--Page 2

**Schedule B-I  
(REQUIREMENTS)**

File No: 63-16499588-GCM

**The following requirements to be complied with:**

1. Standard requirements as set forth in jacket.

NOTE: In the event the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
4. Pay the agreed amounts for the Title and/or the mortgage to be insured.
5. Pay us the premiums, fees and charges for the policy.
6. Record proper Amendment to Master Deed eliminating subject property as general common elements.
7. Submit Articles of Organization, LLC Status Certificate from the Secretary of State, Operating Agreement and all amendments and Roster of Members relative to Mirage Development, L.L.C. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned documents.
8. Warranty Deed from Mirage Development, L.L.C., a Michigan Limited Liability Company, by all of its Managing Members, to the City of Novi.
9. NOTE: Taxes not assessed.

ATA National Title Group, LLC  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-9703

Issuing Agent for: STEWART TITLE GUARANTY COMPANY



**Schedule B-II  
(EXCEPTIONS)**

File No.: 63-16499588-GCM

**Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.**

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Easements for sanitary sewer in the instrument recorded in Liber 4972, Page 314, Oakland County Records.
9. Right of Way vested in Michigan Bell Telephone Company by instrument recorded in Liber 5827, Page 556, Macomb County Records.
10. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
11. Covenants, conditions, restrictions, easements and right of ways, if any, affecting the common elements.
12. Rights of the co-owners of Orchard Hills North Condominium in general and limited common elements as set forth in the Master Deed as amended 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 and Statutes.

NOTE: The Master Deed provides, among other things, for assessments to be made against each unit, and for such unpaid delinquent assessments to constitute a lien.

NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate,

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Ph:(586) 463-7200 Fax:(586) 463-9703

Issuing Agent for: STEWART TITLE GUARANTY COMPANY

and the Company's liability shall in no event exceed the amount paid for said information.

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Ph:(586) 463-7200 Fax:(586) 463-9703

Agent for: STEWART TITLE GUARANTY COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached.  
SCHEDULE B-II of this commitment--Page 5



## PRIVACY POLICY NOTICE

ATA National Title Group, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA National Title Group, LLC Privacy Policy.

ATA National Title Group, LLC as an agent for Stewart Title Guaranty Company provides title insurance products and other settlement and escrow services to customers. The ATA National Title Group, LLC Privacy Policy applies to all ATA National Title Group, LLC customers, former customers and applicants.

***What kinds of information we collect:*** Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

***How we use and disclose this information:*** We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

***How we protect your information:*** We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA National Title Group, LLC, please write us at: **ATA National Title Group, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334.**  
**Attn: Legal Resources.**

**STG Privacy Notice  
Stewart Title Companies**

**WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?**

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> - to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates everyday business purposes</b> - information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates everyday business purposes - information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> - For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate.

**SHARING PRACTICES**

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you - request insurance-related services - provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

COUNTERSIGNED:  
ATA NATIONAL TITLE GROUP, LLC

David A. Barris  
By: David A. Barris  
Authorized Signature



[Signature]  
Senior Chairman of the Board

[Signature]  
Chairman of the Board

[Signature]  
President

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. 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 as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



No.	Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Change Orders (+) or (-)	Adjusted Project Costs	Amount Already Paid	Amount Currently Owed	Balance to Complete
36								
37								
38								
39								
40								
41								
42								
<b>TOTALS</b>			\$ 93,064.00	\$ -	\$ 93,064.00	\$ 93,064.00	\$ -	\$ -

(NOTE: some columns are not applicable to all persons listed)

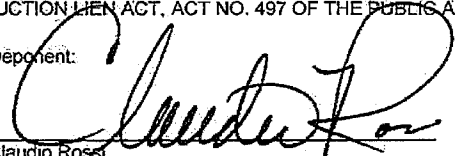
(3) That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

(4) Deponent further says that he or she makes the foregoing statement as the GENERAL CONTRACTOR:

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 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.

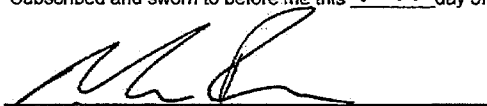
Deponent:



Claudio Rossi  
Member

12-15-16  
Date

Subscribed and sworn to before me this 15th day of DECEMBER, 2016



MARK PAULSON Notary public  
OAKLAND County, Michigan  
Acting in Oakland County  
My Commission Expires: 6/30/2018



Thursday, December 15, 2016

**FULL UNCONDITIONAL WAIVER**

**My/our contract with: Mirage Development**

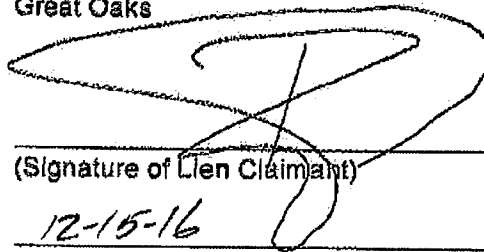
**To provide: seeding and street trees**

**For the improvement to the property described as:**

**Orchard Hills North      (OHN BUILD)**

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

Great Oaks

A large, stylized handwritten signature in black ink, appearing to be a cursive 'G' or similar, written over a horizontal line.

(Signature of Lien Claimant)

12-15-16

(Date)

Do not sign blank or incomplete forms.  
Retain a copy for your records.

Return by mail or fax A.S.A.P. to:

**Mirage Development  
45380 W TEN MILE RD  
SUITE 136  
NOVI, MI 48375  
Fax: 248.349.0598**

Thursday, November 03, 2016

PARTIAL UNCONDITIONAL WAIVER

I/We have a contract with: **Mirage Development**

To provide: **pavement sawing**

For the improvement to the property described as:

Orchard Hills North (DHN BUILD)

and hereby waive my/our construction lien to the amount of \$5,894.20, for labor / materials provided through 11/3/2016. This waiver together with all previous waivers, if any, does / does not (circle one) cover all amounts due to Midest Pavement Contracting for contract improvements provided through the date shown above.

Midest Pavement Contracting



(Signature of Lien Claimant)

11-7-16

(Date)

Do not sign blank or incomplete forms.  
Retain a copy for your records.

Return signed to:

**MIRAGE DEVELOPMENT LLC  
45380 W TEN MILE RD  
SUITE 135  
NOVI, MI 48375**

Monday, December 12, 2016

FULL UNCONDITIONAL WAIVER

My/our contract with: **Mirage Development**

To provide: **complete asphalt paving**

For the improvement to the property described as:

Orchard Hills      (OHN BUILD)

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

ASI



\_\_\_\_\_  
(Signature of Lien Claimant)

12-14-16  
(Date)

Do not sign blank or incomplete forms.  
Retain a copy for your records.

Return by mail or fax A.S.A.P. to:

**Mirage Development**  
**45380 W TEN MILE RD**  
**SUITE 135**  
**NOVI, MI 48375**  
**Fax: 248.349.0598**

Thursday, December 15, 2016

**FULL UNCONDITIONAL WAIVER**

My/our contract with: **Mirage Development**

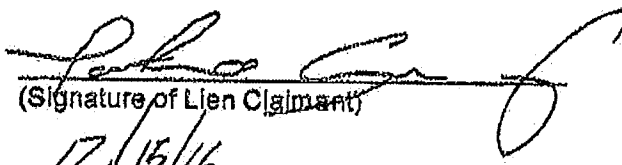
To provide: **city walks and ramps**

For the improvement to the property described as:

Orchard Hills North      (OHN BUILD)

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

Gojcaj Construction

  
\_\_\_\_\_  
(Signature of Lien Claimant)  
12/15/16  
\_\_\_\_\_  
(Date)

Do not sign blank or incomplete forms.  
Retain a copy for your records.

Return by mail or fax A.S.A.P. to:

**Mirage Development  
45380 W TEN MILE RD  
SUITE 135  
NOVI, MI 48376  
Fax: 248.349.0598**

## FULL UNCONDITIONAL WAIVER

I/we have a contract with Mirage Development  
(other contracting party)

to provide Asphalt Paving

for the improvement to the property described as \_\_\_\_\_

Orchard Hills North

ASI Job #14162

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

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Asphalt-Specialists, Inc.

By: Diane Palayola  
(signature of lien claimant)

Address: 1780 E. Highwood  
Pontiac, MI 48340

Telephone: (248) 334-4570 FAX (248) 334-0134

Signed on: 12-2-14  
(date)

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

Wednesday, January 07, 2015

**FULL UNCONDITIONAL WAIVER**

My/our contract with: **Mirage Development**

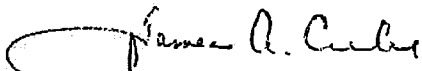
To provide: **Underground utilities**

For the improvement to the property described as:

Orchard Hills North      (OHN BUILD)

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

Stante Excavating



\_\_\_\_\_  
(Signature of Lien Claimant)

1/7/15

\_\_\_\_\_  
(Date)

Do not sign blank or incomplete forms.  
Retain a copy for your records.

Return by mail or fax A.S.A.P. to:

**Mirage Development  
45380 W TEN MILE RD  
SUITE 135  
NOVI, MI 48375  
Fax: 248.349.0598**

**WARNER, CANTRELL & PADMOS, INC.**

CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2

Farmington Hills, MI 48331

Phone: (248) 848-1666

Fax: (248) 848-9896

**EXHIBIT "A"**

**RIGHT OF WAY DEDICATION  
WOODGLEN DRIVE (60.00 FEET WIDE)  
PROPOSED ORCHARD HILLS NORTH CONDOMINIUM**

A RIGHT OF WAY 60.00 FEET IN WIDTH BEING A PART OF NORTHEAST 1/4 OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND PROCEEDING THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD, N.90°00'00"W., 1330.58'; THENCE S.00°00'00"E., 290.00' TO THE POINT OF BEGINNING OF THE RIGHT OF WAY DEDICATION, THENCE CONTINUING S.00°00'00"E., 60.00'; THENCE N.90°00'00"W., 135.00'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00', A CENTRAL ANGLE OF 31°38'06" (THE CHORD OF SAID CURVE BEARS S.74°10'57"W., 109.03') A DISTANCE OF 110.43'; THENCE S.58°21'54"W., 50.80'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 260.00', A CENTRAL ANGLE OF 31°38'06" (THE CHORD OF SAID CURVE BEARS S.74°10'57"W., 141.74') A DISTANCE OF 143.56'; THENCE N.90°00'00"W., 309.84'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 51.00', A CENTRAL ANGLE OF 33°24'51" (THE CHORD OF SAID CURVE BEARS S.73°17'34"W., 29.32') A DISTANCE OF 29.74'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00', A CENTRAL ANGLE OF 275°45'01" (THE CHORD OF SAID CURVE BEARS N.14°27'39"E., 93.90') A DISTANCE OF 336.89'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 42.00', A CENTRAL ANGLE OF 62°20'10" (THE CHORD OF SAID CURVE BEARS S.58°49'55"E., 43.47') A DISTANCE OF 45.69'; THENCE S.90°00'00"E., 277.28'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00', A CENTRAL ANGLE OF 31°38'06" (THE CHORD OF SAID CURVE BEARS N.74°10'57"E., 109.03') A DISTANCE OF 110.43'; THENCE N.58°21'54"E., 50.80'; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 260.00', A CENTRAL ANGLE OF 31°38'06" (THE CHORD OF SAID CURVE BEARS N.74°10'57"E., 141.74') A DISTANCE OF 143.56'; THENCE S.90°00'00"E., 135.00' TO THE POINT OF BEGINNING.

December 21, 2016

Mark Paulson  
Mirage Development  
45380 W. 10 Mile Road #135  
Novi, Michigan 48375

Re: Orchard Hills North - Document Review  
Novi # JSP14-001  
SDA Job No. NV14-219  
**REVISIONS REQUIRED**

Dear Mr. Paulson:

We have reviewed the Streets Document Package received by our office on December 20, 2016 against the Final Site Plan (Stamping Set) approved on August 13, 2014. We offer the following comments:

**Streets Acceptance Documents:**

1. **Warranty Deed for 10 Mile Road Right-of-Way** – (executed, unrecorded, dated 12-15-16) – **REVISIONS REQUIRED**. The legal description closes. A sketch must be included with the warranty deed.
2. **Warranty Deed for Woodglen Drive Right-of-Way** – (executed, unrecorded, dated 12-15-16) – **REVISIONS REQUIRED**. The legal description closes. A sketch must be included with the warranty deed.
3. **Bills of Sale: Roads** – SUPPLIED – **REVISIONS REQUIRED**. A sketch must be included with the Bill of Sale.
4. Full Unconditional Waivers of Lien from contractors installing street improvements – SUPPLIED – Approved.
5. Sworn Statement (Streets) - SUPPLIED – Approved.
6. Maintenance and Guarantee Bond – (in the amount of \$38,583.25) – SUPPLIED – Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

**SPALDING DEDECKER**

  
Brittany Allen, EIT  
Engineer





# SPALDING DeDECKER

Engineering & Surveying Excellence since 1954

Cc (via Email):

George Melistas, City Engineering Senior Manager  
Cortney Hanson, City Clerk  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC  
Sarah Marchioni, City Building Project Coordinator  
Ted Meadows, Spalding DeDecker  
Taylor Reynolds, Spalding DeDecker  
Theresa Bridges, City Construction Engineer  
Darcy Rehtien, City Engineering Technician  
Angie Pawlowski, City Community Development Bond Coordinator  
Claudio Rossi, Mirage Development

QUIT CLAIM DEED

KNOW ALL PERSONS that the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi Michigan, 48375, ("Grantor"), Quit Claim(s) to Board of County Road Commissioners of the County of Oakland, ("Board") State of Michigan, a public body corporate located at 31001 Lahser Road, Beverly Hills, Michigan 48025, the following described premises situated in the Township of \_\_\_\_\_, County of Oakland, State of Michigan, to-wit:

Commonly known as:  
Part of Tax Parcel No.:

SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A," AND  
LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B,"  
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN

If this parcel is unplatted, the following applies: The grantor grants to the grantee the right to make 0 divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

Exempt from county and state taxation pursuant to MCL 207.505(a) and MCL 207.526(a).

WHEREFORE, upon approval by the City of Novi, City Council, the undersigned Grantor hereby creates, confirms, and conveys the Quit Claim Deed described herein for the sum of \$

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

GRANTOR:  
THE CITY OF NOVI, a Michigan municipal corporation

\_\_\_\_\_  
Robert J. Gatt, Mayor

\_\_\_\_\_  
Cortney Hanson, Clerk

COUNTY OF OAKLAND     )  
                                  ) ss.  
STATE OF MICHIGAN    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, Robert J. Gatt, Mayor, and Cortney Hanson, Clerk, executed the foregoing document before me and, being duly sworn, on behalf of the City of Novi with its full authority and as its free act and deed.

\_\_\_\_\_  
Notary Public  
Acting in Oakland County, Michigan  
My commission expires: \_\_\_\_\_