

## CITY of NOVI CITY COUNCIL

**Agenda Item K**  
**August 13, 2012**

**SUBJECT:** Acceptance of a portion of Declaration Drive adjacent to Liberty Park Single-Family Phases 1 and 2 (between 12 Mile Road and the clubhouse), adoption of Act 51 New Street Resolution accepting this portion of Declaration Drive as public, adding 2,136 linear feet or 0.40 miles of roadway to the City's street system, and acceptance of sidewalk and drainage easements along 12 Mile Road and assignment to the Road Commission for Oakland County.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>RJY</sup> BIC

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

Pulte Land Company, LLC, developers for the Liberty Park Subdivision, requests the dedication of a portion of Declaration Drive (a.k.a. Liberty Park Collector Road) located within the Liberty Park Subdivision, and requests that the City of Novi accept this portion of street as a public asset (location map attached). Right-of-way widths for the aforementioned street are sixty (60) feet, except for the boulevard portion abutting 12 Mile Road which is ninety (90) feet.

Only a portion of Declaration Drive is being considered for acceptance at this time. This is due to future construction activity of the Single Family Phase 3 area adjacent to Dixon Road, which has recently commenced. Upon completion of ninety (90%) percent of the homes in Single Family Phase 3, Pulte will request City acceptance of the remainder of Declaration Drive and those streets within Single-Family Phase 3.

Declaration Drive has been constructed in accordance with City standards, and according to the City Attorney's office, the related acceptance documents are in a form so as to permit acceptance by Council (July 30, 2012 letter from Beth Saarela, attached). The streets meet city design and construction standards (Spalding DeDecker Associates, Inc. March 4, 2011 letter, attached). The attached Resolution satisfies the Michigan Department of Transportation requirement for adding 0.40 miles of roadway to Act 51 funding.

Included with this acceptance of Declaration Drive is the dedication of sidewalk and drainage easements along 12 Mile Road. Since the Road Commission for Oakland County controls the right-of-way for 12 Mile Road, the City Attorney has prepared the appropriate documentation to assign the easements to the Road Commission for Oakland County.

**RECOMMENDED ACTION:** Acceptance of a portion of Declaration Drive adjacent to Liberty Park Single-Family Phases 1 and 2 (between 12 Mile Road and the clubhouse), adoption of Act 51 New Street Resolution accepting this portion of Declaration Drive as public, adding 2,136 linear feet or 0.40 miles of roadway to the City's street system, and acceptance of sidewalk and drainage easements along 12 Mile Road and assignment to the Road Commission for Oakland County.

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

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

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

**NEW STREET ACCEPTANCE RESOLUTION**

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 August 13, 2012, at 7 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 Declaration Drive adjacent to Liberty Park Single-Family Phases 1 and 2 (between 12 Mile Road and the clubhouse); and,

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

**WHEREAS** ; that said street has been open to the public since August 2011.

**NOW THEREFORE, IT IS THEREFORE RESOLVED** that the Mayor and Novi City Council hereby accept Declaration Drive adjacent to Liberty Park Single-Family Phases 1 and 2 (between 12 Mile Road and the clubhouse) and direct such to be included in the City's public street system.

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Maryanne Cornelius, 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 \_\_\_\_ day of \_\_\_\_\_, 2012, 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.

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Maryanne Cornelius, City Clerk  
City of Novi

# DECLARATION DRIVE

## Liberty Park Collector Road Acceptance



Map Author: Aaron J. Staup  
 Date: August 6, 2012  
 Project: Declaration Drive ROW Dedication  
 Version #: 1

Declaration Drive Acceptance  
 Sidewalk Easement  
 Drainage Easement

**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 232 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

**Map Legend**

- Road Classification  Novi Tax Parcel BSA
- Major Streets  Novi 2010 Aerial Photograph
- Minor Streets  RGB
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- City of Novi Boundary



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





JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

July 30, 2012

Rob Hayes, Public Services Director  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Liberty Park Collector Road, SP04-04  
Streets and Utilities Review for Acceptance**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents for the Liberty Park Collector Road:

1. Warranty Deed – Collector Road
2. Drainage Easement
3. Sidewalk Easement
4. Bill of Sale
5. Maintenance and Guarantee Bond
6. Title Commitments

Pulte Land Company, LLC seeks to convey the Collector Road right-of-way and paving. Subject to approval of the attached exhibits by the City's Engineering Division, we recommend acceptance of the Collector Road and corresponding Sidewalk and Drainage Easements.

Rob Hayes, Public Services Director  
July 30, 2012  
Page 2

The Maintenance and Guarantee Bonds are in the City's standard format for a surety bond. ***We note that the total bond amount for streets and utilities in the amount of \$380,072 has been divided in half for each of the roadway and utilities Maintenance and Guarantee Bonds. Engineering should confirm the amount of \$190,036 is adequate for each of the roads and utilities separately.*** Subject to the approval of the amount of the Bonds by the City's Engineering Division, the Bonds are in an acceptable format. Generally, the terms of a maintenance and guarantee bond require the developer to repair or replace defective paving, water mains and/or sanitary sewer lines for two years from the time of formal acceptance of the facilities by the City.

The Sidewalk and Drainage Easements are acceptable for the purposes provided. We note that the Drainage Easement for 12 Mile Road is intended to be assigned to the Road Commission for Oakland County for operation and Maintenance. An Assignment document has been prepared and enclosed for acceptance by the RCOC. Once the Drainage Easement has been recorded, the City should execute the Assignment and return to my attention for follow-up with the Road Commission for Oakland County.

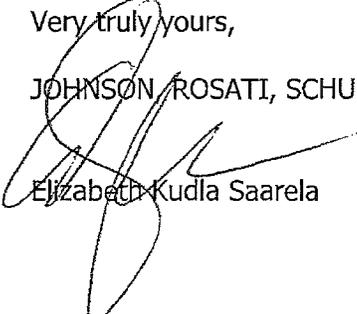
The Warranty Deed, Sidewalk Easement and Drainage Easement (with Assignment) may be placed on an upcoming City Council Agenda for acceptance. The Water and Sanitary Sewer System Easements may be accepted by Affidavit of the City Engineer.

Upon acceptance, the Warranty Deed and Easements should be recorded with the Oakland County Register of Deeds. The Bills of Sale, Maintenance and Guarantee Bond and Title Commitments should remain 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: Maryanne Cornelius, Clerk (w/ Original Enclosures)  
Marina Neumaier, Assistant Finance Director (w/Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Enclosures)  
Kristin Pace, Treasurer's Office (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
David Beschke, Landscape Architect (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)

Rob Hayes, Public Services Director  
July 30, 2012  
Page 3

Erik Prater, Esq. (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that Pulte Land Company, LLC, a Michigan limited liability company, whose address is 100 Bloomfield Parkway, Bloomfield Hills, Michigan 48304, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

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

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Dollar (\$1.00).

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a).

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

Dated this 8<sup>th</sup> day of June, 2012.

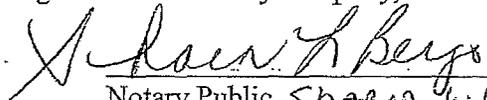
PULTE LAND COMPANY, LLC, a Michigan  
limited liability company

By: 

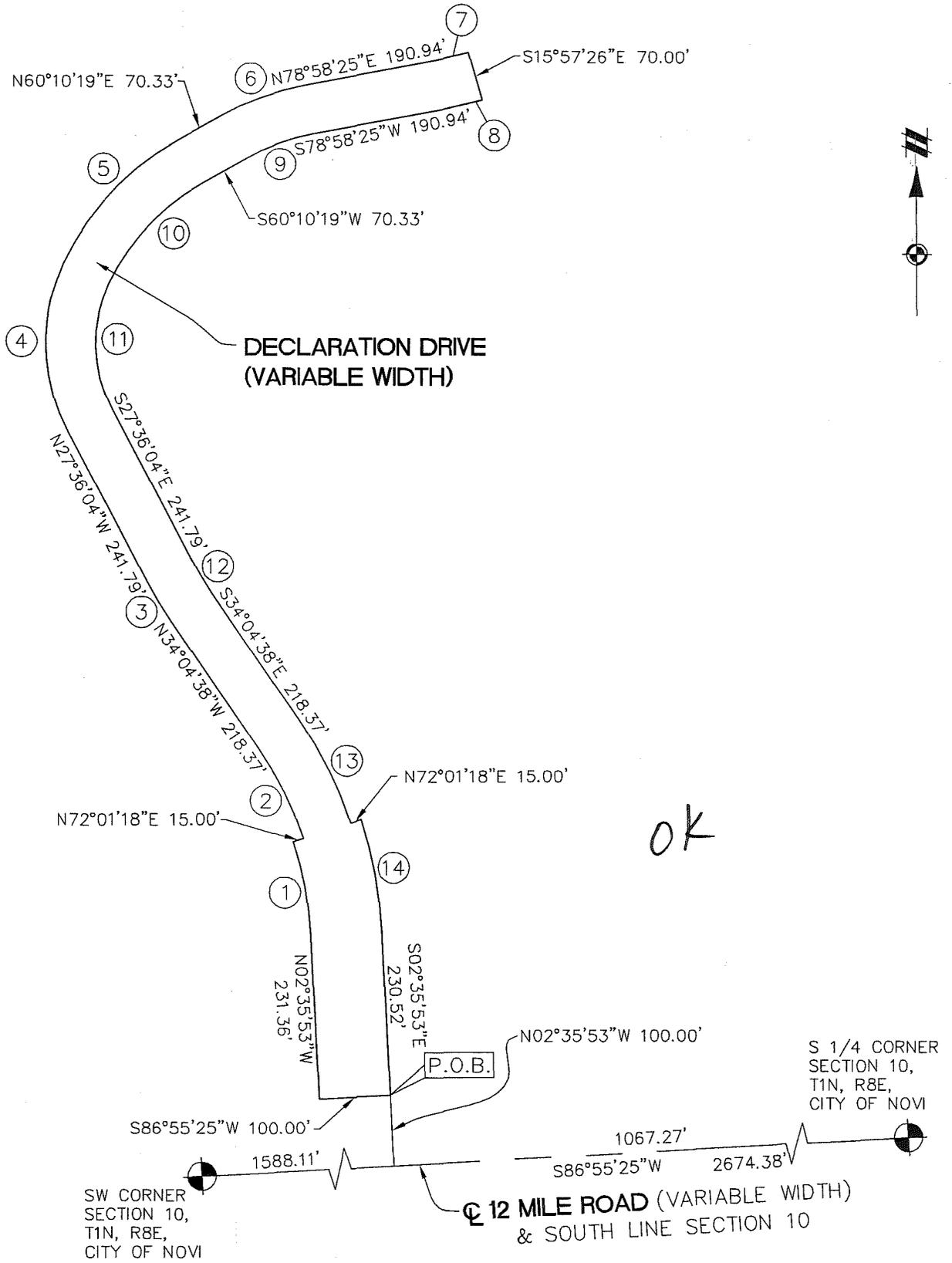
Its: VP of CONSTRUCTION OPS.

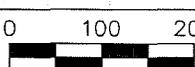
STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF OAKLAND        )

Acknowledged before me on June 8, 2012, by Stephen Atwood the V.P. of Construction  
of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the company.

  
Notary Public Sharon L. Berbo  
Oakland County, Michigan  
Acting in Oakland County, Michigan

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth M. Kudla 30903 Northwestern Highway Farmington Hills, Michigan 48334
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CLIENT <b>PULTE LAND DEVELOPMENT</b> SKETCH AND DESCRIPTION OF A RIGHT- OF-WAY DEDICATION LOCATED IN SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY	JOB: 300803	CAD: 300803EA-17
	DR. JRV	CH. ME
	BOOK	PG.
	SHEET 1 OF 3	DATE: 06-06-12
FILE CODE: EA-17		
 <b>ATWELL</b> <small>866.850.4200   www.atwell-group.com          OFFICES IN NORTH AMERICA AND ASIA</small>		
SCALE: 1 INCH = 200 FEET 		

**LEGEND**

 SECTION CORNER

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
1	134.22'	500.00'	15°22'50"	N10°17'18"W	133.82'
2	144.71'	515.00'	16°05'57"	N26°01'40"W	144.23'
3	60.47'	535.00'	6°28'34"	N30°50'21"W	60.44'
4	243.05'	265.00'	52°33'00"	N01°19'34"W	234.62'
5	242.84'	395.00'	35°13'22"	N42°33'37"E	239.03'
6	126.34'	385.00'	18°48'06"	N69°34'22"E	125.77'
7	44.32'	515.00'	4°55'51"	N76°30'29"E	44.31'
8	50.35'	585.00'	4°55'51"	S76°30'29"W	50.33'
9	103.37'	315.00'	18°48'06"	S69°34'22"W	102.90'
10	199.80'	325.00'	35°13'27"	S42°33'37"W	196.67'
11	178.85'	195.00'	52°33'00"	S01°19'34"E	172.65'
12	52.56'	465.00'	6°28'35"	S30°50'21"E	52.53'
13	164.37'	585.00'	16°05'57"	S26°01'40"E	163.83'
14	161.07'	600.00'	15°22'50"	S10°17'18"E	160.58'

OK

CLIENT PULTE LAND DEVELOPMENT SKETCH AND DESCRIPTION OF A RIGHT- OF-WAY DEDICATION LOCATED IN SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVATO OAKLAND COUNTY	JOB: 300803	CAD 300803EA-17
	DR. JRV	CH. ME
	BOOK	PG.
	SHEET 2 OF 3	DATE: 06-06-12
	FILE CODE: EA-17	
	 <b>ATWELL</b> <small>866.850.4200   www.atwell-group.com OFFICES IN NORTH AMERICA AND ASIA</small>	

DESCRIPTION OF A VARIABLE WIDTH RIGHT-OF-WAY DEDICATION LOCATED IN THE SOUTHWEST 1/4 OF SECTION 10, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN:

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 1067.27 feet along the South line of said Section 10 and the centerline of 12 Mile Road (Variable Width); thence N02°35'53"W 100.00 feet to the Northerly Right-Of-Way line of said Twelve Mile Road for a PLACE OF BEGINNING; thence S86°55'25"W 100.00 feet along the Northerly Right-Of-Way line of said Twelve Mile Road; thence N02°35'53"W 231.36 feet; thence 134.22 feet along the arc of a 500.00 foot radius circular curve to the left, having a chord which bears N10°17'18"W 133.82 feet; thence N72°01'18"E 15.00 feet; thence 144.71 feet along the arc of a 515.00 foot radius non-tangential circular curve to the left, having a chord which bears N26°01'40"W 144.23 feet; thence N34°04'38"W 218.37 feet; thence 60.47 feet along the arc of a 535.00 foot radius circular curve to the right, having a chord which bears N30°50'21"W 60.44 feet; thence N27°36'04"W 241.79 feet; thence 243.05 feet along the arc of a 265.00 foot radius circular curve to the right, having a chord which bears N01°19'34"W 234.62 feet; thence 242.84 feet along the arc of a 395.00 foot radius compound circular curve to the right, having a chord which bears N42°33'37"E 239.03 feet; thence N60°10'19"E 70.33 feet; thence 126.34 feet along the arc of a 385.00 foot radius circular curve to the right, having a chord which bears N69°34'22"E 125.77 feet; thence N78°58'25"E 190.94 feet; thence 44.32 feet along the arc of a 515.00 foot radius circular curve to the left, having a chord which bears N76°30'29"E 44.31 feet; thence S15°57'26"E 70.00 feet; thence 50.35 feet along the arc of a 585.00 foot radius circular curve to the right, having a chord which bears S76°30'29"W 50.33 feet; thence S78°58'25"W 190.94 feet; thence 103.37 feet along the arc of a 315.00 foot radius circular curve to the left, having a chord which bears S69°34'22"W 102.90 feet; thence S60°10'19"W 70.33 feet; thence 199.80 feet along the arc of a 325.00 foot radius circular curve to the left, having a chord which bears S42°33'37"W 196.67 feet; thence 178.85 feet along the arc of a 195.00 foot radius compound circular curve to the left, having a chord which bears S01°19'34"E 172.65 feet; thence S27°36'04"E 241.79 feet; thence 52.56 feet along the arc of a 465.00 foot radius circular curve to the left, having a chord which bears S30°50'21"E 52.53 feet; thence S34°04'38"E 218.37 feet; thence 164.37 feet along the arc of a 585.00 foot radius circular curve to the right, having a chord which bears S26°01'40"E 163.83 feet; thence N72°01'18"E 15.00 feet; thence 161.07 feet along the arc of a 600.00 foot radius circular curve to the right, having a chord which bears S10°17'18"E 160.58 feet; thence S02°35'53"E 230.52 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10.

OK

CLIENT PULTE LAND DEVELOPMENT SKETCH AND DESCRIPTION OF A RIGHT- OF-WAY DEDICATION LOCATED IN	JOB: 300803	CAD: 300803EA-17
	DR. JRV	CH. ME
	BOOK	PG.
	SHEET 3 OF 3	DATE: 06-06-12
SECTION 10 TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY	FILE CODE: EA-17	
 <b>ATWELL</b> 866.850.4200   www.atwell-group.com OFFICES IN NORTH AMERICA AND ASIA		

## **ASSIGNMENT OF DRAINAGE EASEMENT**

The Drainage Easement for operating, constructing, maintaining and repairing a storm sewer granted to the City of Novi (the "City") whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, which easement is located in Section 10 of the City of Novi, as described on the attached and incorporated Exhibit B is the subject matter of this Assignment, and shall be referred to herein as the "Easement".

The owners of the property described in the attached and incorporated Exhibit A, upon which the Easement is located (the "Property"), Pulte Land Company, LLC, whose address is 100 Bloomfield Parkway, Bloomfield Hills, Michigan 48304, granted the City an easement for a public storm sewer along Twelve Mile Road to accept drainage flow from the Liberty Park Collector Road. Because Twelve Mile is a County Road, the City hereby assigns the Drainage Easement to the Board of County Road Commissioners, a State of Michigan, public body corporate, whose address is 31001 Lahser Road, Beverly Hills, Michigan 48025.

### ***NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:***

- I. That the following Drainage Easement described in the attached and incorporated Exhibit B, located in Section 10 of the City, which is recorded at Liber \_\_\_\_\_, Pages \_\_\_ through \_\_\_, Oakland County Records, for operating, constructing, maintaining and repairing a storm sewer, be assigned to the Board of County Road Commissioners for operation and maintenance of the storm sewer:

{See attached and incorporated Exhibit B}

2. This Assignment shall be recorded with the Oakland County Register of Deeds.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

GRANTOR:

The City of Novi

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

\_\_\_\_\_  
Maryanne Cornelius, Clerk

COUNTY OF OAKLAND     )  
                                  ) SS  
STATE OF MICHIGAN    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2012, Robert J. Gatt, executed the foregoing document before me and, being duly sworn, stated that he/she is the Mayor of the City of Novi with its full authority and as its free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_

The Board of County Road Commissioners of the  
County of Oakland

\_\_\_\_\_

Please print or type name beneath signature.

COUNTY OF OAKLAND    )  
                                  ) SS  
STATE OF MICHIGAN    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2012, \_\_\_\_\_ executed the foregoing  
document before me and, being duly sworn, stated that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_, with its full authority and as its free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_

Drafted by:

Elizabeth Saarela

Johnson, Rosati, Schultz & Joppich

34405 W. Twelve Mile Road, Suite 200

Farmington Hills, MI 48331-5627

(248) 489-4100

When recorded return to:

Maryanne Cornelius, Clerk

City of Novi

45175 W. Ten Mile Rd.

Novi, MI 48375

**DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Pulte Land Company, LLC, a Michigan limited liability company, whose address is 100 Bloomfield Parkway, Bloomfield Hills, Michigan 48304 (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

See attached and incorporated Exhibit A

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for drainage over, upon, across, in, through, and under the following described real property, to-wit:

See attached and incorporated Exhibit B

and to enter upon sufficient land adjacent to said storm water easement for the purpose of exercising the rights and privileges granted herein.

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

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

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns. The Grantee shall have the right to assign this Easement without the consent of Grantor.



**Exhibit A**

Land situated in the City of Novi, Oakland County, Michigan, being described as The Townes at Liberty Park, Oakland County Condominium Subdivision Plan No. 1705 ("Development"), by recording a Master Deed, Bylaws and Condominium Subdivision Plan on January 19, 2005 in Liber 34795, Pages 182 through 248, inclusive, Oakland County Records, as amended.

**Exhibit B**

DESCRIPTION OF A VARIABLE WIDTH EASEMENT FOR DRAINAGE

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 1186.27 feet along the South line of said Section 10 and the centerline of 12 Mile Road (Variable Width); thence N02°35'53"W 100.00 feet for a PLACE OF BEGINNING; thence S86°55'25"W 38.54 feet; thence N03°04'35"W 20.00 feet; thence S86°55'25"W 434.87 feet; thence N06°14'23"W 17.54 feet; thence N33°31'03"W 14.49 feet; thence N86°55'25"E 482.13 feet; thence S02°35'53"E 50.01 feet to the Place of Beginning, being part of the Southwest 1/4 of said Section 10.

### SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Pulte Land Company, LLC, a Michigan limited liability company, whose address is 100 Bloomfield Parkway, Bloomfield Hills, Michigan 48304, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in City of Novi, Oakland County, State of Michigan, more particularly described as follows:

See attached and incorporated Exhibit A – Property Description Exhibit

The permanent easement for the public walkway is more particularly described as follows:

See attached and incorporated Exhibit B – Sidewalk Easement Area

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

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

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this \_\_\_\_\_ day of April, 2012.

Signed by:

PULTE LAND COMPANY, LLC, a Michigan limited liability company

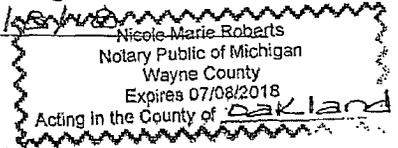
By: [Signature]

Its: VP of Construction Ops

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OAKLAND )

Acknowledged before me on April 24, 2012, by Stephen Atwood the VP Const. of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the company.

Nicole Marie Roberts  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: 7/5/18



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

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

Exhibit A

Land situated in the City of Novi, Oakland County, Michigan, being described as The Townes at Liberty Park, Oakland County Condominium Subdivision Plan No. 1705 ("Development"), by recording a Master Deed, Bylaws and Condominium Subdivision Plan on January 19, 2005 in Liber 34795, Pages 182 through 248, inclusive, Oakland County Records, as amended.

Exhibit B

DESCRIPTION OF A VARIABLE WIDTH EASEMENT FOR SIDEWALK

That certain real property situated in the City of Novi, County of Oakland and State of Michigan more particularly described as follows:

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan, thence N02°52'51"W 100.00 feet along the East line of said Section 10 and the centerline of Dixon Road (43.00' half width); thence S86°55'25"W 1026.98 feet along the Northerly Right-Of-Way line of 12 Mile Road (variable width) for a PLACE OF BEGINNING; thence continuing S86°55'25"W 10.00 feet along said Right-Of-Way line; thence N02°45'26"W 50.00 feet; thence S86°55'25"W 9.65 feet; thence N02°35'53"W 25.00 feet; thence N86°55'25"E 19.58 feet; thence S02°45'26"E 75.00 feet to the Place of Beginning, being part of the SW 1/4 of said Section 10.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Pulte Land Company, LLC, a Michigan limited liability company, whose address is 100 Bloomfield Parkway, Bloomfield Hills, Michigan 48304, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply, sanitary sewer, drainage and the street paving according to the easements and/or public rights-of-way therefore established described as follows:

See Attached Exhibit A.

In witness whereof, the undersigned has executed these presents this 9th day of July, 2012.

Signed by

PULTE LAND COMPANY, LLC, a Michigan limited liability company

By: [Signature]

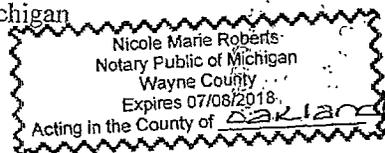
Its: VP of Construction ops

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OAKLAND )

Acknowledged before me on July 10, 2012, by Stephen Atwood, the VP Const. of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the company.

Nicole Marie Roberts  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan

My Commission Expires: 7/8/18



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

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

Exhibit A

DESCRIPTION OF A VARIABLE WIDTH EASEMENT FOR SIDEWALK

That certain real property situated in the City of Novi, County of Oakland and State of Michigan more particularly described as follows:

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan, thence N02°52'51"W 100.00 feet along the East line of said Section 10 and the centerline of Dixon Road (43.00' half width); thence S86°55'25"W 1026.98 feet along the Northerly Right-Of-Way line of 12 Mile Road (variable width) for a PLACE OF BEGINNING; thence continuing S86°55'25"W 10.00 feet along said Right-Of-Way line; thence N02°45'26"W 50.00 feet; thence S86°55'25"W 9.65 feet; thence N02°35'53"W 25.00 feet; thence N86°55'25"E 19.58 feet; thence S02°45'26"E 75.00 feet to the Place of Beginning, being part of the SW 1/4 of said Section 10.

Exhibit A

DESCRIPTION OF A VARIABLE WIDTH EASEMENT FOR DRAINAGE

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 1186.27 feet along the South line of said Section 10 and the centerline of 12 Mile Road (Variable Width); thence N02°35'53"W 100.00 feet for a PLACE OF BEGINNING; thence S86°55'25"W 38.54 feet; thence N03°04'35"W 20.00 feet; thence S86°55'25"W 434.87 feet; thence N06°14'23"W 17.54 feet; thence N33°31'03"W 14.49 feet; thence N86°55'25"E 482.13 feet; thence S02°35'53"E 50.01 feet to the Place of Beginning, being part of the Southwest 1/4 of said Section 10.

Exhibit A

**DESCRIPTION OF 20 FOOT WIDE PUBLIC UTILITY EASEMENT**

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 1067.27 feet along the South line of said Section 10 and the centerline of 12 Mile Road (Variable Width); thence N02°35'53"W 100.00 feet to the Northerly Right-Of-Way line of said Twelve Mile Road for a **PLACE OF BEGINNING**; thence N02°35'53"W 230.52 feet; thence 161.07 feet along the arc of a 600.00 foot radius circular curve to the left, having a chord which bears N10°17'18"W 160.58 feet; thence S72°01'18"W 15.00 feet; thence 164.37 feet along the arc of a 585.00 foot radius circular curve to the left, having a chord which bears N26°01'40"W 163.83 feet; thence N34°04'38"W 218.37 feet; thence 52.56 feet along the arc of a 465.00 foot radius circular curve to the right, having a chord which bears N30°50'21"W 52.53 feet; thence N27°36'04"W 241.79 feet; thence 178.85 feet along the arc of a 195.00 foot radius circular curve to the right, having a chord which bears N01°19'34"W 172.65 feet; thence 199.80 feet along the arc of a 325.00 foot radius compound circular curve to the right, having a chord which bears N42°33'37"E 196.67 feet; thence N60°10'19"E 70.33 feet; thence 103.37 feet along the arc of a 315.00 foot radius circular curve to the right, having a chord which bears N69°34'22"E 102.90 feet; thence N78°58'25"E 190.94 feet; thence 322.17 feet along the arc of a 585.00 foot radius circular curve to the left, having a chord which bears N63°11'47"E 318.12 feet; thence N47°25'10"E 87.93 feet; thence 220.66 feet along the arc of a 685.00 foot radius circular curve to the right, having a chord which bears N56°38'53"E 219.71 feet; thence S24°07'27"E 15.00 feet; thence 239.70 feet along the arc of a 670.00 foot radius non-tangential circular curve to the right, having a chord which bears N76°07'32"E 238.42 feet; thence N86°22'39"E 79.15 feet; thence S02°52'51"E 20.00 feet; thence S86°22'39"W 78.89 feet; thence 252.55 feet along the arc of a 650.00 foot radius circular curve to the left, having a chord which bears S75°14'38"W 250.96 feet; thence N24°07'27"W 15.00 feet; thence 194.21 feet along the arc of a 665.00 foot radius non-tangential circular curve to the left, having a chord which bears S55°47'11"W 193.53 feet; thence S47°25'10"W 87.93 feet; thence 333.19 feet along the arc of a 605.00 foot radius circular curve to the right, having a chord which bears S63°11'48"W 328.99 feet; thence S78°58'25"W 190.94 feet; thence 96.80 feet along the arc of a 295.00 foot radius circular curve to the left, having a chord which bears S69°34'22"W 96.37 feet; thence S60°10'19"W 70.33 feet; thence 187.51 feet along the arc of a 305.00 foot radius circular curve to the left, having a chord which bears S42°33'37"W 184.57 feet; thence 160.50 feet along the arc of a 175.00 foot radius compound circular curve to the left, having a chord which bears S01°19'34"E 154.94 feet; thence S27°36'04"E 241.79 feet; thence 50.30 feet along the arc of a 445.00 foot radius circular curve to the left, having a chord which bears S30°50'21"E 50.27 feet; thence S34°04'38"E 218.37 feet; thence 149.99 feet along the arc of a 605.00 foot radius circular curve to the right, having a chord which bears S26°58'30"E 149.61 feet; thence N72°01'18"E 15.00 feet; thence 186.44 feet along the arc of a 620.00 foot radius circular curve to the right, having a chord which bears S11°12'45"E 185.74 feet; thence S02°35'53"E 230.36 feet; thence S86°55'25"W 20.00 feet along the Northerly Right-Of-Way line of said Twelve Mile Road to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10.

Exhibit B

**DESCRIPTION OF 20 FOOT WIDE PUBLIC UTILITY EASEMENT**

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence S86°55'25"W 1067.27 feet along the South line of said Section 10 and the centerline of 12 Mile Road (Variable Width); thence N02°35'53"W 100.00 feet to the Northerly Right-Of-Way line of said Twelve Mile Road; thence S86°55'25"W 100.00 feet for a PLACE OF BEGINNING; thence continuing S86°55'25"W 20.00 feet; thence N02°35'53"W 231.52 feet; thence 148.86 feet along the arc of a 480.00 foot radius circular curve to the left, having a chord which bears N11°28'56"W 148.26 feet; thence N72°01'18"E 15.00 feet; thence 119.08 feet along the arc of a 495.00 foot radius circular curve to the left, having a chord which bears N27°11'08"W 118.79 feet; thence N34°04'38"W 218.37 feet; thence 62.73 feet along the arc of a 555.00 foot radius circular curve to the right, having a chord which bears N30°50'21"W 62.70 feet; thence N27°36'04"W 241.79 feet; thence 261.39 feet along the arc of a 285.00 foot radius circular curve to the right, having a chord which bears N01°19'34"W 252.33 feet; thence 255.13 feet along the arc of a 415.00 foot radius compound circular curve to the right, having a chord which bears N42°33'37"E 251.13 feet; thence N60°10'19"E 70.33 feet; thence 132.90 feet along the arc of a 405.00 foot radius circular curve to the right, having a chord which bears N69°34'22"E 132.31 feet; thence N78°58'25"E 190.94 feet; thence 272.61 feet along the arc of a 495.00 foot radius circular curve to the left, having a chord which bears N63°11'47"E 269.18 feet; thence N47°25'10"E 87.93 feet; thence 229.65 feet along the arc of a 775.00 foot radius circular curve to the right, having a chord which bears N55°54'31"E 228.81 feet; thence N24°07'25"W 15.00 feet; thence 302.63 feet along the arc of a 790.00 foot radius non-tangential circular curve to the right, having a chord which bears N75°24'01"E 300.79 feet; thence N86°22'39"E 80.71 feet; thence S02°52'51"E 20.00 feet; thence S86°22'39"W 80.45 feet; thence 275.48 feet along the arc of a 770.00 foot radius circular curve to the left, having a chord which bears S76°07'32"W 274.01 feet; thence S24°07'25"E 15.00 feet; thence 243.21 feet along the arc of a 755.00 foot radius non-tangential circular curve to the left, having a chord which bears S56°38'53"W 242.16 feet; thence S47°25'10"W 87.93 feet; thence 283.62 feet along the arc of a 515.00 foot radius circular curve to the right, having a chord which bears S63°11'47"W 280.05 feet; thence S78°58'25"W 190.94 feet; thence 126.34 feet along the arc of a 385.00 foot radius circular curve to the left, having a chord which bears S69°34'22"W 125.77 feet; thence S60°10'19"W

70.33 feet; thence 242.83 feet along the arc of a 395.00 foot radius circular curve to the left, having a chord which bears S42°33'37"W 239.03 feet; thence 243.05 feet along the arc of a 265.00 foot radius compound circular curve to the left, having a chord which bears S01°19'34"E 234.62 feet; thence S27°36'04"E 241.79 feet; thence 60.47 feet along the arc of a 535.00 foot radius circular curve to the left, having a chord which bears S30°50'21"E 60.44 feet; thence S34°04'38"E 218.37 feet; thence 144.71 feet along the arc of a 515.00 foot radius circular curve to the right, having a chord which bears S26°01'40"E 144.23 feet; thence S72°01'18"W 15.00 feet; thence 134.22 feet along the arc of a 500.00 foot radius circular curve to the right, having a chord which bears S10°17'18"E 133.82 feet; thence S02°35'53"E 231.36 feet along the Northerly Right-Of-Way line of said Twelve Mile Road to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10.

RECEIVED

JUN - 7 - 2012

LIBERTY PARK

**MAINTENANCE AND GUARANTEE BOND**

TREASURER  
BOND NO. 9295528830M

The Undersigned, Pulte Land Company, LLC, "Principal," whose address is 100 Bloomfield Hills Pkwy, #300, Bloomfield Hills, MI 48304 and The Continental Insurance Company, "Surety," whose address is 801 Warrenville Rd., Joliet, IL 60532, will pay the City of Novi, "City," and its legal representatives or assigns the sum of One Hundred Ninety Thousand Dollars (\$190,036.00) 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 COLLECTOR ROAD STS, within the City of Novi, shown on plans, dated June 27, 2005 ("Improvements").

The Principal, for a period of two (2) year(s) 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 two (2) year(s) 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 June 6, 2012.

Date: June 6, 2012

WITNESS:

  
Mary Birch

Date: June 6, 2012

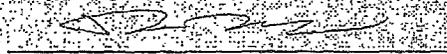
WITNESS:

  
Susan Winslow

PRINCIPAL: Pulte Land Company, LLC

  
By: Bruce E. Robinson  
Its: VP & Treasurer

SURETY: The Continental Insurance Company

  
By: Dory Malouf  
Its: Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint -

Jan M Klym, Bruce E Robinson, Colette R Zukoff, Suzanne Treppa, Robert Porter, Dory Malouf, Individually

of Bloomfield Hills, 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 an amount not to exceed Two Million and no/100 Dollars (\$2,000,000.00) -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of April, 2012.



The Continental Insurance Company

*[Signature]*  
Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 3rd day of April, 2012, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that she knows the seal of said insurance company; 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 insurance company and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires September 17, 2013

*[Signature]*  
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company 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 insurance company this 6th day of June, 2012.



The Continental Insurance Company

*[Signature]*  
Mary A. Ribikawskis Assistant Secretary



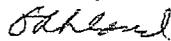
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OAKLAND)

On this 6th day of June, 2012, before me, the undersigned authorized employee, personally appeared Bruce E. Robinson who acknowledges himself to be VP & Treasurer of Pulte Land Company, LLC and as such employee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS my hand and official seal.

  
Shirley E. Hutchins, Notary Public  
Wayne County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: March 30, 2017

SHIRLEY E. HUTCHINS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Mar 30, 2017  
ACTING IN COUNTY OF 

## MAINTENANCE AND GUARANTEE BOND

The undersigned, Pulte Land Company, LLC, a Michigan limited liability company ("Principal"), whose address is 100 Bloomfield Parkway, Bloomfield Hills, Michigan 48304, prior to or with the execution of this Maintenance and Guarantee Bond, has provided, or does provide to the City of Novi, security in the total amount of \$190,036 to guarantee workmanship and materials with respect to street paving. Such security has been posted in the form of irrevocable Letter of Credit No. 929552883 issued by The Continental Insurance Company ("Bank"), for which payment Principal and Bank bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal, for a period of two (2) year(s) after said improvements and installations are accepted formally as public utilities by the City of Novi, by written acknowledgement, 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 at its address as stated in this Bond. Principal consents 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 the Principal and drawn on its Letter of Credit which has been provided to the City.

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

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 under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as public by the City of Novi, by written acknowledgement, for defects discovered within that period for which the City provides written notice to the Principal within fourteen (14) days of discovery of the defect.

It is a further condition of this Bond that the Principal 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 on the date 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 June 8, 2012.

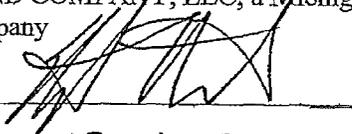
PRINCIPAL:

Date: June 8, 2012

PULTE LAND COMPANY, LLC, a Michigan limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

VP of Construction ops



March 4, 2011

Mr. Aaron Staup  
Construction Engineering Coordinator  
Department of Public Services  
Field Services Complex – Engineering Division  
26300 Delwal Drive  
Novi, MI 48375

**Re: Liberty Park – Collector Road  
Site Utilities and Pavement Recommendation for Acceptance**  
Novi SP No.: 04-0004  
SDA Job No.: NV10-216

Dear Mr. Staup:

Please be advised that the sanitary manholes, gate valve and wells, hydrants, storm catch basins and pavement for the above referenced project have been repaired in accordance with the City of Novi Standards and Details under the observation of SDA. At this time SDA finds the roads and utilities within this development to be acceptable.

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 ASSOCIATES, INC.**

A handwritten signature in blue ink that reads "Ted Meadows".

Ted Meadows  
Contract Administrator

cc: Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)  
Marina Neumaier, City of Novi – Assistant Finance Director (e-mail)  
Sheila Weber, City of Novi – Bond Coordinator (e-mail)  
Tim Sikma, City of Novi – Water & Sewer Manager (e-mail)  
Brian Newcomb, Pulte Land Development (e-mail)  
Christopher Robbins, PE, SDA (e-mail)  
SDA CE Job File