



CITY of NOVI CITY COUNCIL

**Agenda Item I
December 17, 2012**

SUBJECT: Acceptance of Orchard Hills West Subdivision streets and adoption of Act 51 New Street Resolution accepting Malott Drive, Borchart Drive, Dunston Road, Aspen Drive, and Silvery Lane as public, adding 3,939 linear feet or 0.75 miles of roadway to the City's street system.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RH* *BTL*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Mirage Development, LLC, developers for the Orchard Hills West Subdivision, has requested the dedication of Malott Drive, Borchart Drive, Dunston Road, Aspen Drive, and Silvery Lane and also requests that the City of Novi accept these streets as public assets. The right-of-way widths for each of the above streets are sixty (60) feet. These streets were proposed as public on the approved plat. (Portions of Malott Drive, Silvery Lane, Borchart Drive, and Aspen Drive extend into adjacent developments and were previously dedicated and accepted as public streets.)

Orchard Hills West streets have 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 (October 4, 2012 letter from Beth Saarela, attached). According to the city's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker & Associates, Inc. July 17, 2012 letter, attached). The attached Resolution satisfies the Michigan Department of Transportation requirement for adding 3,939 linear feet or 0.75 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of Orchard Hills West Subdivision streets and adoption of Act 51 New Street Resolution accepting Malott Drive, Borchart Drive, Dunston Road, Aspen Drive, and Silvery Lane as public, adding 3,939 linear feet or 0.75 miles of roadway to the City's street system.

	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

RESOLUTION

NEW STREET ACCEPTANCE

ORCHARD HILLS WEST SUBDIVISION
Malott Drive, Borchart Drive, Dunston Road, Aspen Drive, and Silvery Lane

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on December 17, 2012, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance for Malott Drive, Borchart Drive, Dunston Road, Aspen Drive, and Silvery Lane, local streets within the Orchard Hills West subdivision, and,

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

WHEREAS; that said streets were open to the public since 2005.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Malott Drive, Borchart Drive, Dunston Road, Aspen Drive and Silvery Lane and direct such be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Maryanne Cornelius, City Clerk

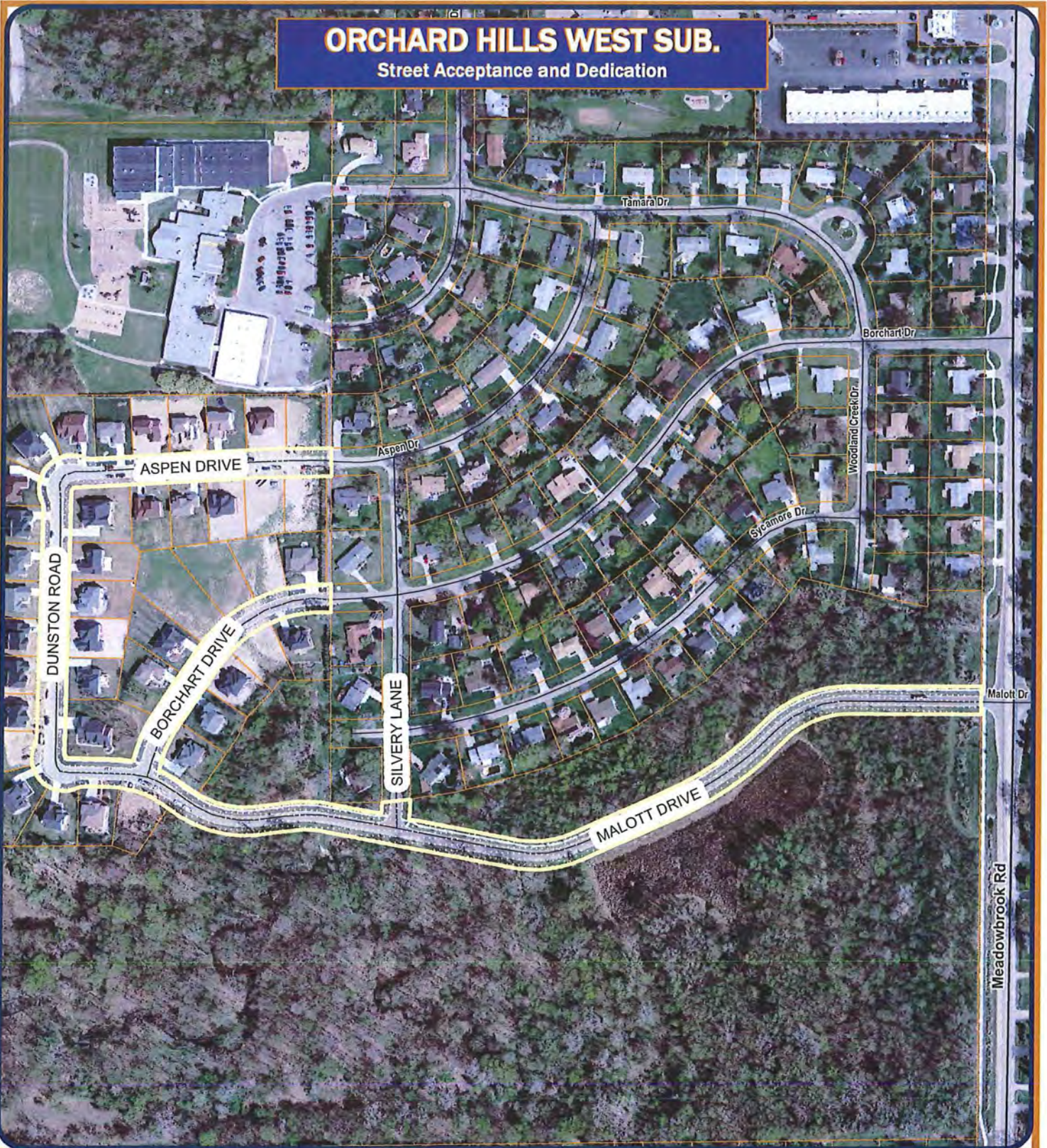
CERTIFICATION

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 17th day of December, 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.

Maryanne Cornelius, City Clerk
City of Novi

ORCHARD HILLS WEST SUB.

Street Acceptance and Dedication



Map Author: Aaron J. Staup
 Date: November 29, 2012
 Project: Orchard Hills West Sub.
 Version #: 1

Malott Drive, Borchart Drive
 Dunston Road, Aspen Drive &
 Silvery Lane all 60' ROW

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.

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



1 inch = 290 feet



July 17, 2012

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

Re: Orchard Hills West
Site Utilities and Pavement Recommendation for Acceptance
Novi SP No.: 94-0009
SDA Job No.: NV011-215

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.

In addition, SDA has performed 63.75 hours of inspection for an amount of \$4,781.25 due. As well as inspection duties, SDA also performed CCA services as requested by the City. The CCA services totaled 22.25 hours for an amount of \$2,113.75. In total for services performed SDA has earned \$6,895. See attached back up for specific detailed hourly breakdown. We request this amount be withheld for payment to SDA. We recommend the remaining amount be released.

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

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

Sincerely,

SPALDING DeDECKER ASSOCIATES, INC.

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)
Robert West, City of Novi—Water & Sewer Manager (e-mail)
Claudio Rossi, Mirage Development (e-mail)
SDA CE Job File



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

October 4, 2012

Rob Hayes, Director of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, Michigan 48375

**Re: Orchard Hills West Subdivision – SP94-09
Street and Utility Acceptance**

Dear Mr. Hayes:

We have received and reviewed the following documents for the conveyance of streets and utilities within the Orchard Hills West Subdivision:

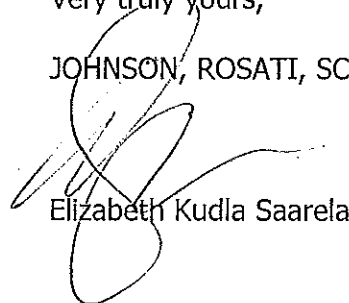
1. Bill of Sale for streets and paving
2. Commitment for Title Insurance
3. Maintenance and Guarantee Bond – Street Paving
4. Maintenance and Guarantee Bond – Water and Sanitary Sewer

Subject to the approval of the amount of the Maintenance and Guarantee Bond by Engineering, the above documents appear to be in order for acceptance. Once the streets have been accepted by City Council Resolution, the Bill of Sale, Commitment for Title Insurance, and Maintenance and Guarantee Bonds should be retained in the City's file. We will forward the original Bill of Sale to the City Clerk's Office for 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

October 4, 2012

Page 2

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Original Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sarah Marchioni, Building Permits Coordinator (w/Enclosures)
Brian Coburn, Engineering Manager (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sheila Weber and Kristin Pace, Treasurer's Office (w/Enclosures)
Claudio Rossi, Mirage Development (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

RECEIVED

OCT 2 - 2012

TREASURER
CITY OF NOVI

MAINTENANCE AND GUARANTEE BOND

Bond #PB02452300257

The undersigned, Mirage Development, LLC., "Principal," whose address is 45380 W. Ten Mile Rd., Ste. 135, Novi, MI 48375 and Philadelphia Indemnity Insurance Company "Surety," whose address is 231 St. Asaph's Rd., Ste. 100, Bala Cynwyd, PA. XXX; will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Seventy-three Thousand Nine Hundred Eighty-three and 95/100 (\$73,983.95) 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 Graded Hills West within the City of Novi, shown on plans dated _____ ("Improvements").

The Principal, for a period of two (2) year(s) after said improvements and installations are accepted formally as a public improvement by the City of Novi, 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) year(s) from the time they are accepted formally as a improvement by the City of Novi, for defects discovered within that period for

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

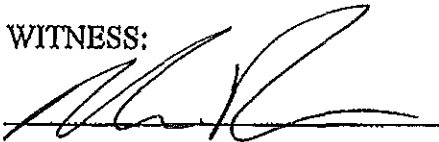
It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City and its officers, officials, and employees harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants,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

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

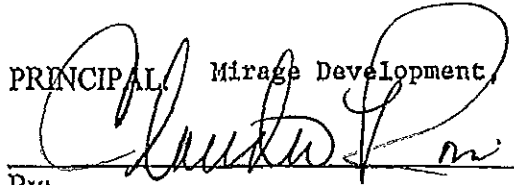
The date of the last signature shall be considered the date of this Bond, which is August 28, 2012.

Date: August 28, 2012

WITNESS:



PRINCIPAL, Mirage Development, LLC.



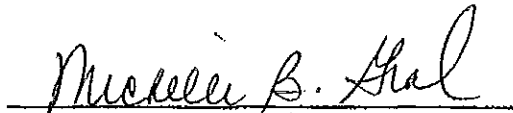
By:

Its: *MEMBER*

SURETY: Philadelphia Indemnity Insurance Company

Date: August 28, 2012

WITNESS:



By: Michelle B. Graham

Its: Attorney-in-fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: William J. McNish, Suzanne M. Mocerl, Michelle B. Graham, Lois C. Brink, and Christina L. Mocerl of the McNish Group, Inc.,

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$3,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 18TH DAY OF JULY, 2011.

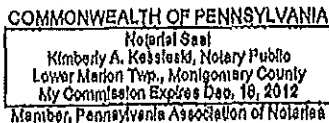


Handwritten signature of Christopher J. Maguire

President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18th day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Handwritten signature of Notary Public

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18th day of July 2011 are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28 day of AUGUST 2012

Handwritten signature of Craig P. Keller
Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

RECEIVED

OCT 2 - 2012

TREASURER
CITY OF NOVI

MAINTENANCE AND GUARANTEE BOND

Bond #PB02452300258

The undersigned, Mirage Development, LLC., "Principal," whose address is 45380 W. Ten Mile Rd., Ste. 135, Novi, MI 48375 and Philadelphia Indemnity Insurance Company "Surety," whose address is 231 St. Asaph's Rd., Ste. 100, Bala Cynwyd, PA. XXX, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Seventy-three Thousand Nine Hundred Eighty-three and 95/100 (\$73,983.95) 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 Orchard Hills West Utilities within the City of Novi, shown on plans dated _____ ("Improvements").

The Principal, for a period of two (2) year(s) after said improvements and installations are accepted formally as a public improvement by the City of Novi, 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) year(s) from the time they are accepted formally as a improvement by the City of Novi, for defects discovered within that period for

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

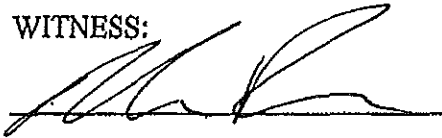
It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City and its officers, officials, and employees harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants,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

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

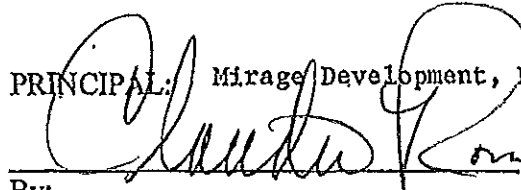
The date of the last signature shall be considered the date of this Bond, which is August 28, 2012.

Date: August 28, 2012

WITNESS:



PRINCIPAL: Mirage Development, LLC.



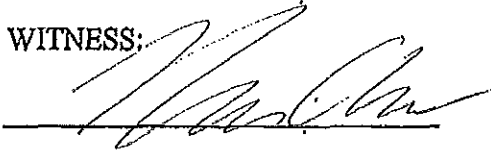
By:

Its: MEMBER

SURETY: Philadelphia Indemnity Insurance Company

Date: August 28, 2012

WITNESS:



By: Michelle B. Graham

Its: Attorney-in-fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: William J. McNish, Suzanne M. Mocerl, Michelle B. Graham, Lois C. Brink, and Christina L. Mocerl of the McNish Group, Inc.,

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$3,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 11th day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

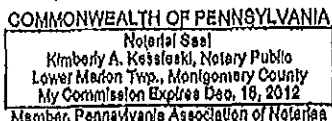
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICER THIS 18TH DAY OF JULY, 2011.



President

Christopher J. Maguire
President Philadelphia Indemnity Insurance Company, a Pennsylvania Corporation.

On this 18th day of July 2011, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public

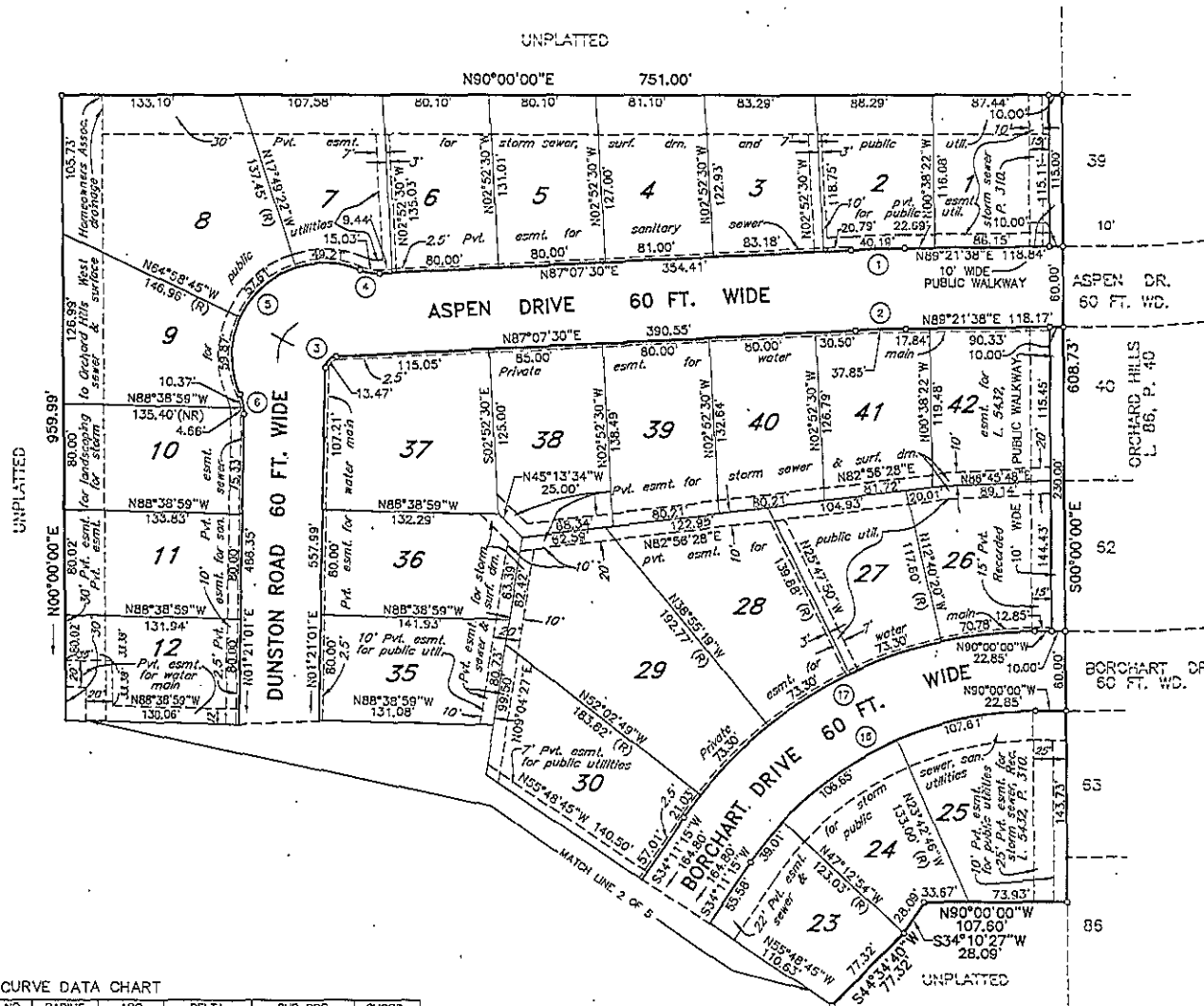
I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 18th day of July 2011 are true and correct and are still in full force and effect. I do further certify that Christopher J. Maguire, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28 day of AUGUST 2012

Craig P. Keller
Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

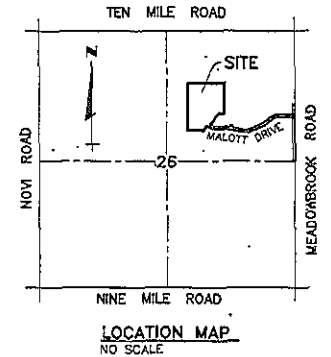
ORCHARD HILLS WEST SUBDIVISION

PART OF THE N.E. 1/4 OF SECTION 26, T.1 N., R.8 E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



CURVE DATA CHART

NO.	RADIUS	ARC	DELTA	CHD BRC	CHORD
1	1030.00'	40.18'	02°14.09"	S88°14'34"W	40.18'
2	970.00'	37.85'	02°14.09"	S88°14'34"W	37.85'
3	9.00'	13.47'	85°48'26"	S44°14'15"W	12.25'
4	34.00'	13.03'	25°19'54"	N50°12'33"W	14.01'
5	70.00'	16.62'	136°26'16"	N44°14'15"E	130.01'
6	34.00'	13.03'	25°19'54"	N11°18'56"W	14.91'
16	260.00'	23.27'	55°48'45"	N62°05'37"E	243.37'
17	320.00'	31.171'	55°48'45"	N82°09'37"E	289.54'



SCALE: ONE INCH = 60 FEET



- PLAT LEGEND**
1. ALL DIMENSIONS ARE IN FEET.
 2. ALL CURVILINEAR DIMENSIONS ARE MEASURED ALONG THE ARC.
 3. THE SYMBOL "O" INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIAMETER STEEL ROD, 3' LONG, ENCASED IN A 4" DIAMETER CONCRETE CYLINDER).
 4. ALL LOT MARKERS ARE 1/2" DIAMETER IRON RODS AND ARE 18" LONG. IDENTIFICATION CAPS ARE NOT USED.
 5. THE DEARINGS HEREON ARE EXPRESSED IN RELATION TO THE BEARING OF THE EAST LINE OF SECTION 26, T.1N., R.8E., AS ESTABLISHED IN "ORCHARD HILLS SUBDIVISION", RECORDED IN LIBER 55 OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS.
 6. THE SYMBOLO (R) INDICATES RADIAL LOT LINES.
 7. THE SYMBOLO (NR) INDICATES NON-RADIAL LOT LINES.

67754

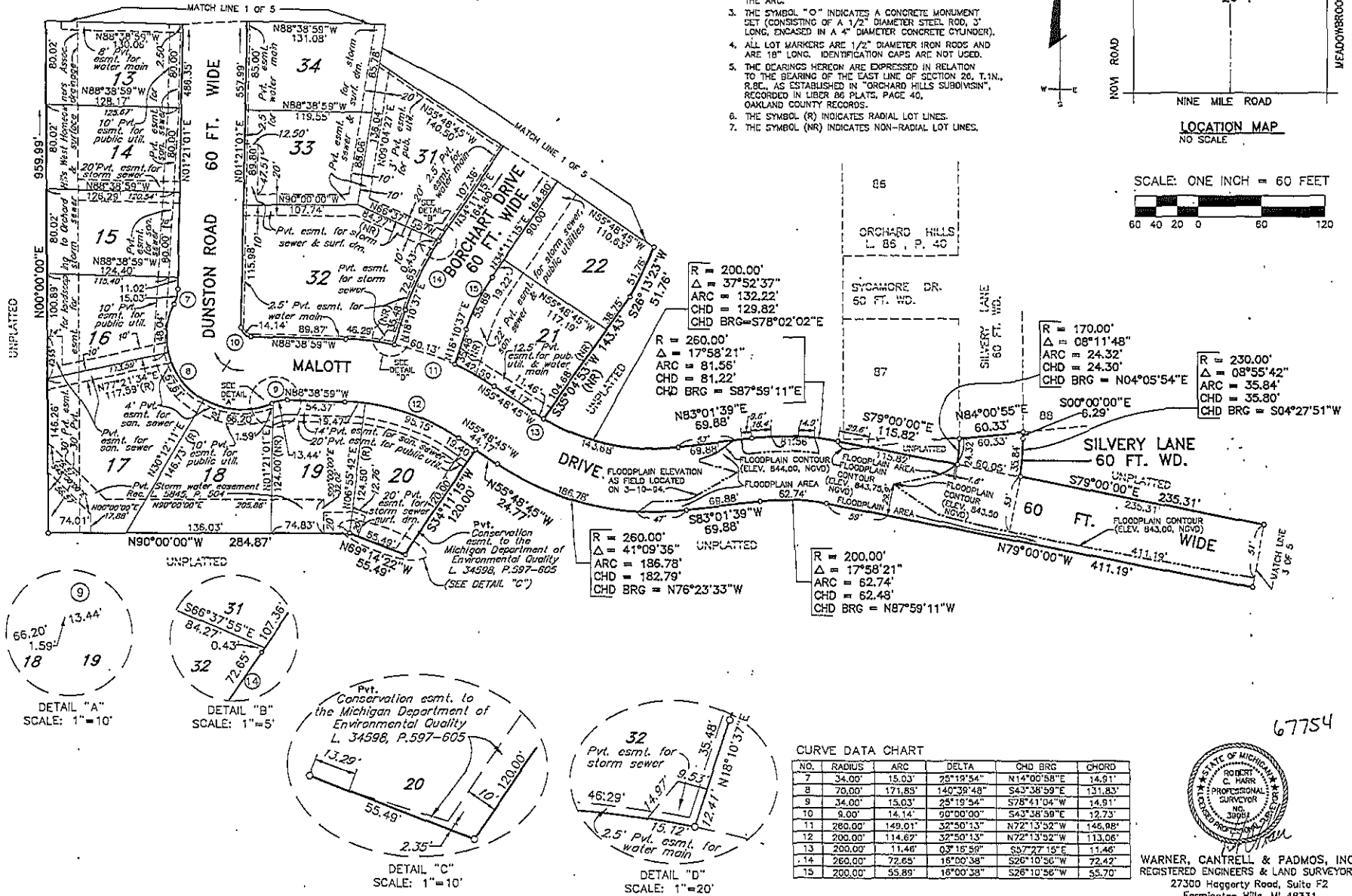


WARNER, CANTRELL & PADMOS, INC.
REGISTERED ENGINEERS & LAND SURVEYORS
27300 HAGGERTY ROAD, SUITE F2
Farmington Hills, MI 48331

ORCHARD HILLS WEST SUBDIVISION

PART OF THE N.E. 1/4 OF SECTION 26, T.1 N., R.8 E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

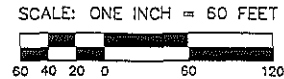
LIBER PAGE
SHEET 2 OF 5 SHEETS



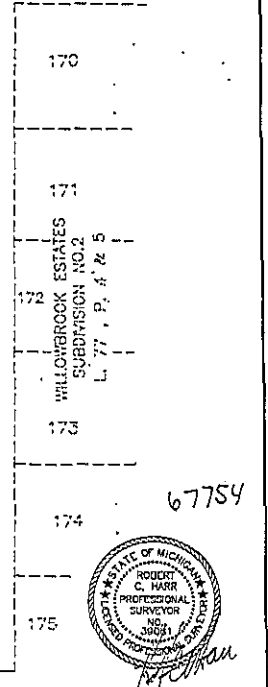
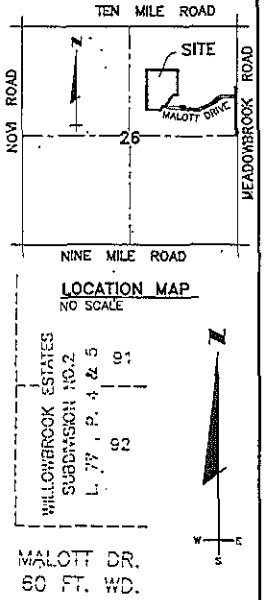
WARNER, CANTRELL & PADMOS, INC.
REGISTERED ENGINEERS & LAND SURVEYORS
27300 Haggerty Road, Suite F2
Farmington Hills, MI 48331

ORCHARD HILLS WEST SUBDIVISION

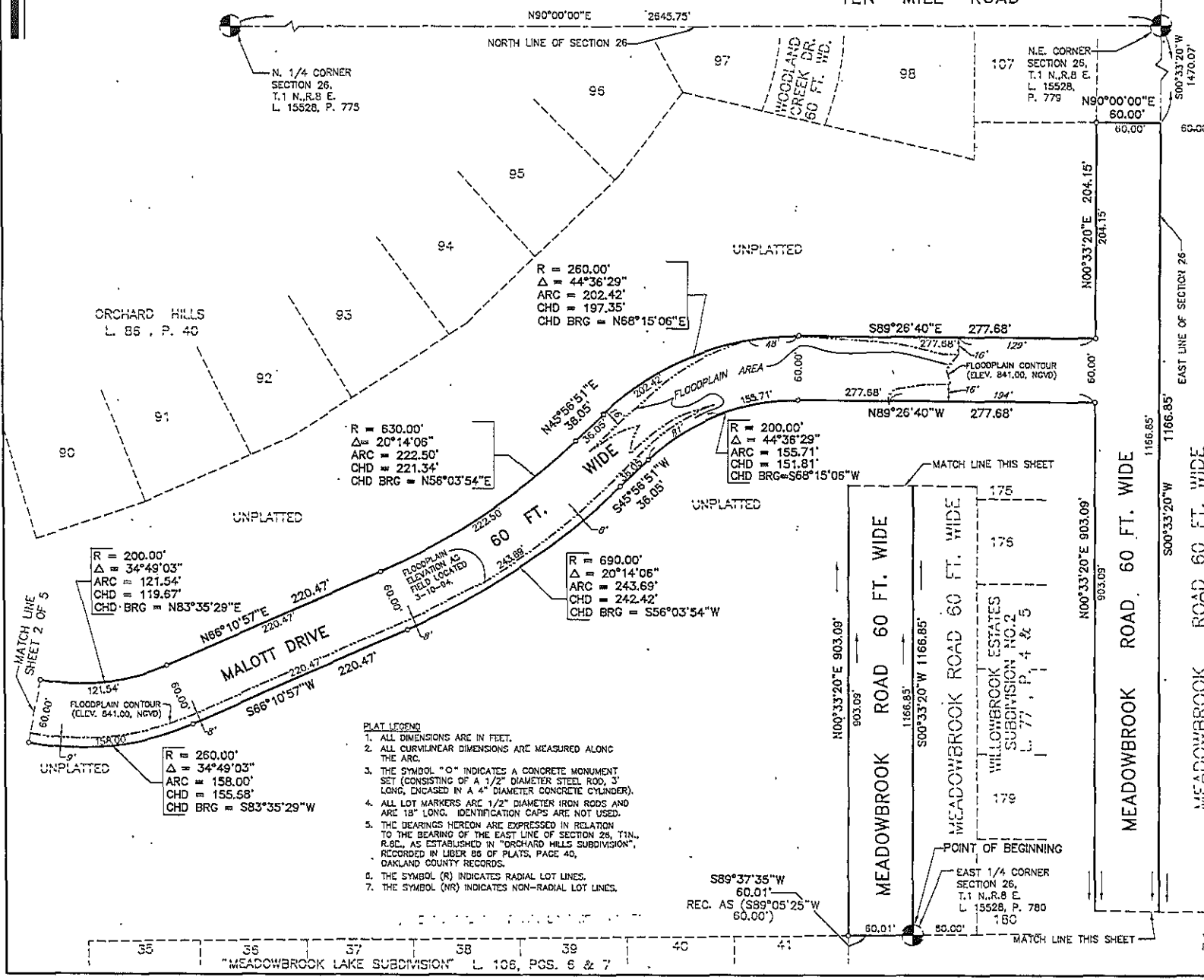
PART OF THE N.E. 1/4 OF SECTION 26, T.1 N., R.8 E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



LIBER. PAGE
SHEET 3 OF 5 SHEETS



WARNER, CANTRELL & PADMOS, INC.
REGISTERED ENGINEERS & LAND SURVEYORS
27300 Hoggarty Road, Suite F2
Farmington Hills, MI 48331



67754



ORCHARD HILLS WEST SUBDIVISION

PART OF THE N.E. 1/4 OF SECTION 26, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE:

I, ROBERT C. HARR, SURVEYOR, CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT DESCRIBED AS FOLLOWS:
A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

ORCHARD HILLS WEST SUBDIVISION

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 26, T.1N., R.8E., THENCE ALONG THE:
S.89°37'35"W, 60.01'; THENCE N.00°33'20"E, ALONG A LINE 60.00' WESTERLY OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 26, 903.00'; THENCE N.85°28'40"W, 277.88'; THENCE ALONG A CURVE TO THE LEFT RADIUS 200.00', CENTRAL ANGLE 44°30'20" (THE CHORD OF SAID CURVE BEARS S.68°15'00"W, 151.01') A DISTANCE OF 155.71'; THENCE S.46°50'51"W, 30.05'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 890.00', CENTRAL ANGLE 20°14'00" (THE CHORD OF SAID CURVE BEARS S.50°03'54"W, 220.42') A DISTANCE OF 243.89'; THENCE S.88°10'57"W, 229.47'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 288.00', CENTRAL ANGLE 34°49'03" (THE CHORD OF SAID CURVE BEARS S.83°35'20"W, 155.50') A DISTANCE OF 158.00'; THENCE N.79°00'00"W, 411.19'; THENCE ALONG A CURVE TO THE LEFT RADIUS 200.00', CENTRAL ANGLE 17°50'21" (THE CHORD OF SAID CURVE BEARS N.87°59'11"W, 62.40') A DISTANCE OF 62.74'; THENCE S.88°01'30"W, 39.88'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 200.00', CENTRAL ANGLE 41°00'30" (THE CHORD OF SAID CURVE BEARS N.70°23'33"W, 182.70') A DISTANCE OF 186.78'; THENCE N.56°48'45"W, 24.77'; THENCE S.34°11'15"W, 120.00'; THENCE N.69°14'22"W, 65.40'; THENCE N.00°00'00"W, 264.87'; THENCE N.00°00'00"E, 950.00'; THENCE N.00°00'00"E, 751.00' TO A POINT ON THE WESTERLY BOUNDARY OF "ORCHARD HILLS" (A SUBDIVISION RECORDED IN LIBER 88, PLATS, PAGE 40, OAKLAND COUNTY RECORDS); THENCE ALONG SAID BOUNDARY S.00°00'00"E, 606.73'; THENCE N.98°00'00"W, 107.60'; THENCE S.34°10'27"W, 28.00'; THENCE S.44°34'40"W, 77.32'; THENCE S.26°10'23"W, 51.76'; THENCE S.35°04'53"W, 143.43'; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT RADIUS 200.00', CENTRAL ANGLE 37°52'37" (THE CHORD OF SAID CURVE BEARS S.78°02'02"E, 120.82') A DISTANCE OF 192.22'; THENCE N.83°00'00"E, 69.89'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 200.00', CENTRAL ANGLE 17°58'21" (THE CHORD OF SAID CURVE BEARS S.87°59'11"E, 61.22') A DISTANCE OF 81.56'; THENCE S.79°00'00"E, 115.82'; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT RADIUS 170.00', CENTRAL ANGLE 08°11'48" (THE CHORD OF SAID CURVE BEARS N.04°05'54"E, 24.30') A DISTANCE OF 24.32' TO THE SOUTHEAST CORNER OF LOT 67 OF SAID "ORCHARD HILLS" SUBDIVISION; THENCE ALONG THE SOUTHERLY LINE OF SAID "ORCHARD HILLS" SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 68 N.84°00'35"E, 80.33'; THENCE S.00°00'00"E, 0.29'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 230.00', CENTRAL ANGLE 08°55'42" (THE CHORD OF SAID CURVE BEARS S.04°27'51"W, 35.80') A DISTANCE OF 35.84'; THENCE S.79°00'00"E, 235.01'; THENCE ALONG A CURVE TO THE LEFT RADIUS 200.00', CENTRAL ANGLE 34°40'03" (THE CHORD OF SAID CURVE BEARS N.83°35'29"E, 119.67') A DISTANCE OF 121.54'; THENCE N.60°10'57"E, 220.47'; THENCE ALONG A CURVE TO THE LEFT RADIUS 330.00', CENTRAL ANGLE 12°48'48" (THE CHORD OF SAID CURVE BEARS N.58°03'54"E, 221.04') A DISTANCE OF 222.50'; THENCE N.45°50'51"E, 36.05'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 200.00', CENTRAL ANGLE 44°30'20" (THE CHORD OF SAID CURVE BEARS N.68°15'08"E, 197.35') A DISTANCE OF 202.42'; THENCE S.89°28'40"E, 277.88'; THENCE N.00°33'20"E, ALONG A LINE 60.00' WESTERLY OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF LOT 68 "ORCHARD HILLS" (A SUBDIVISION RECORDED IN LIBER 88, PLATS, PAGE 40, OAKLAND COUNTY RECORDS) 204.15'; THENCE N.00°00'00"E, 60.00' TO A POINT ON THE EAST LINE OF SAID SECTION 26; THENCE ALONG SAID EAST LINE S.00°33'20"W, 1166.85' TO THE EAST 1/4 CORNER AND THE POINT OF BEGINNING, CONSISTING OF 42 LOTS NUMBERED 1 THROUGH 42, BOTH INCLUSIVE AND CONTAINING 18 7122 ACRES.

NORTHWESTLY LINE OF "ORCHARD HILLS WEST SUBDIVISION" RECORDED IN LIBER 108, PAGES 6 & 7, OAKLAND COUNTY RECORDS

ALONG THE SOUTHERLY LINE OF "ORCHARD HILLS SUBDIVISION",

ALSO BEING THE WESTERLY LINE OF "MILWAUKEE STATES" RECORDED IN LIBER 4 AND 5, OAKLAND COUNTY RECORDS

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY AS REQUIRED BY SECTION 125 OF THE ACT.

THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126 OF THE ACT.

THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY SECTION 126 (3) OF THE ACT AND AS EXPLAINED IN THE LEGEND.

DATE: 1-28-05



WARNER, CANTRELL & PADMOS, INC.
REGISTERED CIVIL ENGINEERS
AND LAND SURVEYORS
27300 HAGGERTY ROAD, SUITE F2
FARMINGTON HILLS, MI 48331

Robert C. Harr
ROBERT C. HARR, VICE PRESIDENT
LICENSED PROFESSIONAL SURVEYOR NO. 39081

PROPRIETOR'S CERTIFICATE:

MIRAGE DEVELOPMENT, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY CLAUDIO L. ROSSI, MEMBER AND MAURO PETRUCCI, MEMBER AS PROPRIETOR HAS CAUSED THE LAND TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS AND WALKS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

WITNESSES:

Debra Jo Mansfield
DEBRA JO MANSFIELD

Catherine E. Jones
CATHERINE E. JONES

WITNESSES:

Debra Jo Mansfield
DEBRA JO MANSFIELD

Catherine E. Jones
CATHERINE E. JONES

MIRAGE DEVELOPMENT, L.L.C.,
A MICHIGAN LIMITED LIABILITY COMPANY
45380 W. TEN MILE, SUITE 135
NOVI, MICHIGAN 48375
FILE NO. LCC-528
FILED SEPTEMBER 27, 1994

Claudio L. Rossi
BY: CLAUDIO L. ROSSI, MEMBER

ACKNOWLEDGEMENT:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

PERSONALLY CAME BEFORE ME THIS 6TH DAY OF MAY, 2005, CLAUDIO L. ROSSI, MEMBER, AND MAURO PETRUCCI, MEMBER, OF THE ABOVE NAMED LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH MEMBERS OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBERS AS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES:

01/08/2012

Debra Jo Mansfield
DEBRA JO MANSFIELD
NOTARY PUBLIC
WAYNE COUNTY, ACTING IN
OAKLAND COUNTY, MICHIGAN

PROPRIETOR'S CERTIFICATE:

(EASTERN MICHIGAN) - MICHIGAN
FIFTH-THIRD BANK, A NATIONAL BANKING CORPORATION, DULY ORGANIZED, STATE OF AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA BY MICHIGAN ALFRED A. DeFLAVIS, VICE PRESIDENT, AS PROPRIETOR HAS CAUSED THE LAND EMBRACED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

WITNESSES:

MICHIGAN - FIFTH-THIRD BANK (EASTERN MICHIGAN)
A NATIONAL BANKING CORPORATION
1000 TOWN CENTER, SUITE 1500
SOUTHFIELD, MICHIGAN 48075
(AS MORTGAGEE ONLY)

Debra Jo Mansfield
DEBRA JO MANSFIELD

BY: Alfred A. DeFlavis
ALFRED A. DeFLAVIS, VICE PRESIDENT

Claudio L. Rossi
CLAUDIO L. ROSSI

ACKNOWLEDGEMENT:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

PERSONALLY CAME BEFORE ME THIS 9TH DAY OF MAY, 2005, ALFRED A. DeFLAVIS, VICE PRESIDENT OF THE ABOVE NAMED NATIONAL BANKING CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH VICE PRESIDENT OF SAID NATIONAL BANKING CORPORATION AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE FREE ACT AND DEED OF SAID NATIONAL BANKING CORPORATION, BY ITS AUTHORITY.

MY COMMISSION EXPIRES:

01/08/2012

Debra Jo Mansfield
DEBRA JO MANSFIELD
NOTARY PUBLIC
WAYNE COUNTY, MICHIGAN
ACTING WITHIN OAKLAND COUNTY, MICHIGAN

67754

WARNER, CANTRELL & PADMOS, INC.
REGISTERED ENGINEERS & LAND SURVEYORS
27300 Haggerty Road, Suite F2,
Farmington Hills, MI 48331

ORCHARD HILLS WEST SUBDIVISION

PART OF THE N.E. 1/4 OF SECTION 26, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PROPRIETOR'S CERTIFICATE:

BERGER/LEWISTON ASSOCIATES LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY RICHARD M. LEWISTON, MANAGING GENERAL PARTNER, HAS CAUSED THE LAND TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

FILE NUMBER: L07-981
DATED: JANUARY 21, 1983
RESTATED: JANUARY 3, 1984

BERGER/LEWISTON ASSOCIATES
LIMITED PARTNERSHIP
A MICHIGAN LIMITED PARTNERSHIP
21790 COOLIDGE HIGHWAY
OAK PARK, MICHIGAN 48237

THE UNDERSIGN HEREBY SIGN THIS PROPRIETOR CERTIFICATE SOLELY AS THE RECIPIENT OF PRELIMINARY PLAT APPROVAL FOR THE SUBJECT PROPERTY.

WITNESSES:

Kelly Ann Spencer
KELLY ANN SPENCER

BY: Richard M. Lewiston
RICHARD M. LEWISTON
MANAGING GENERAL PARTNER

Colleen A. Mette
COLLEEN A. METTE

ACKNOWLEDGEMENT:

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

PERSONALLY CAME BEFORE ME THIS 16th DAY OF May, 2005, RICHARD M. LEWISTON, MANAGING GENERAL PARTNER OF THE ABOVE NAMED MICHIGAN LIMITED PARTNERSHIP, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH MANAGING GENERAL PARTNER OF SAID MICHIGAN LIMITED PARTNERSHIP AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGING GENERAL PARTNER AS THE FREE ACT AND DEED OF SAID MICHIGAN LIMITED PARTNERSHIP.

MY COMMISSION EXPIRES:

06/05/2005

Kelly Ann Spencer
KELLY ANN SPENCER
NOTARY PUBLIC
MACOMB COUNTY, MICHIGAN
ACTING IN OAKLAND COUNTY,
MICHIGAN

COUNTY TREASURER'S CERTIFICATE:

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING May 27, 2005 INVOLVING THE LANDS INCLUDED IN THIS PLAT.

Patrick M. Dohany
PATRICK M. DOHANY
COUNTY TREASURER, OAKLAND COUNTY

COUNTY DRAIN COMMISSIONER'S CERTIFICATE:

APPROVED ON JUNE 1, 2005, AS COMPLYING WITH SECTION 182 OF ACT 288, P.A. 1987, AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF OAKLAND.

John P. McCulloch
JOHN P. MCCULLOCH
COUNTY DRAIN COMMISSIONER

CERTIFICATE OF MUNICIPAL APPROVAL:

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF NOVI AT A MEETING HELD June 6, 2005 AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ACT 288, P.A. 1987, THAT ADEQUATE SURETY HAS BEEN DEPOSITED WITH THE CLERK FOR THE PLACING OF MONUMENTS AND LOT MARKERS WITHIN A REASONABLE LENGTH OF TIME, NOT TO EXCEED ONE YEAR FROM THE ABOVE DATE; THAT SANITARY SEWERS AND WATER SERVICES ARE INSTALLED AND READY FOR CONNECTION WITHIN THE PLAT; AND THAT MINIMUM LOT WIDTH AND AREA REQUIRED BY SECTION 185, ACT 288, P.A. 1987 HAS BEEN WAIVED AND CONFORMS WITH THE LEGALLY ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES OF THE CITY OF NOVI.

Maryanne Cornelius
MARYANNE CORNELIUS, CITY CLERK

COUNTY PLAT BOARD CERTIFICATE:

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE OAKLAND COUNTY PLAT BOARD ON July 5th, 2005, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF ACT 288, P.A. 1987, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

Ruth Johnson Bill Bullard Jr.
RUTH JOHNSON BILL BULLARD, JR., CHAIRMAN,
COUNTY CLERK/REGISTER OF DEEDS BOARD OF COMMISSIONERS

Patrick M. Dohany Joseph C. Kapleczak, R.S.
PATRICK M. DOHANY JOSEPH C. KAPLECAK, R.S.
COUNTY TREASURER COUNTY PLAT ENGINEER

RECORDING CERTIFICATE:

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

THIS PLAT WAS RECEIVED FOR RECORD ON THE 19th DAY OF September, 2005, AT 11:07 A.M. AND RECORDED IN LIBER 294 OF PLATS ON PAGES 1 THROUGH 5.

151
RUTH JOHNSON
COUNTY CLERK/REGISTER OF DEEDS

CERTIFIED TRUE COPY OF
RECORDED PLAT
BY DEPARTMENT OF LABOR
AND ECONOMIC GROWTH
BY Maynard R. Dyer, Jr.
MAYNARD R. DYER, P.S., DIRECTOR
OFFICE OF LAND SURVEY
AND REMONUMENTATION
DATE 9-30-2005



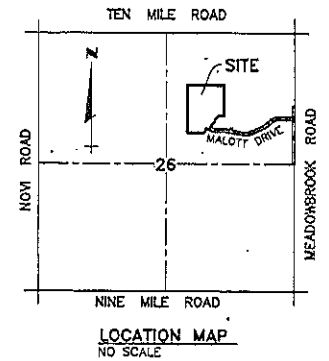
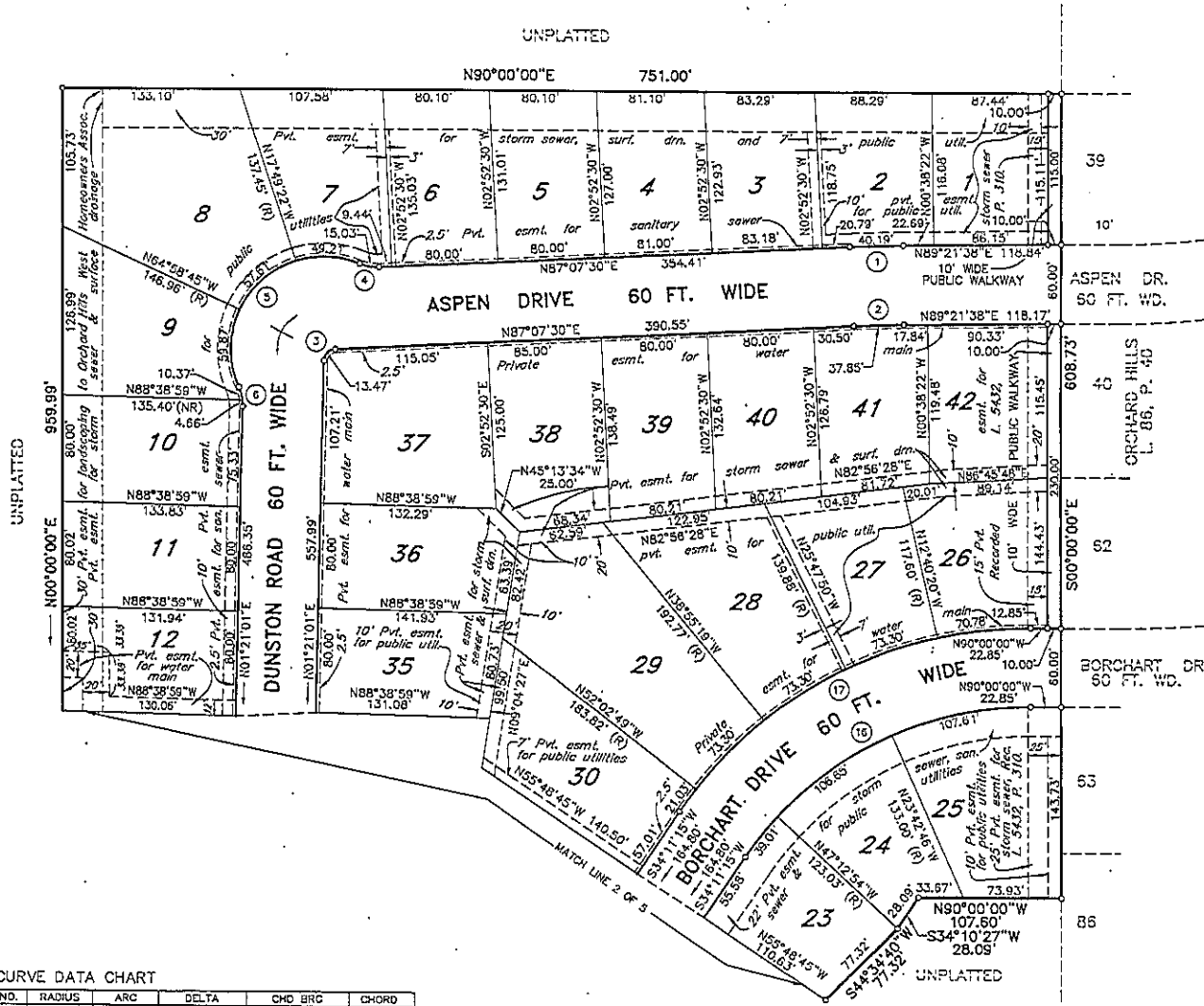
67754

WARNER, CANTRELL & PADMOS, INC.
REGISTERED ENGINEERS & LAND SURVEYORS
27300 Haggerty Road, Suite F2
Farmington Hills, MI 48331

ORCHARD HILLS WEST SUBDIVISION

PART OF THE N.E. 1/4 OF SECTION 26, T.1 N., R.8 E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LIBER _____, PAGE _____
SHEET 1 OF 5 SHEETS



SCALE: ONE INCH = 60 FEET

CURVE DATA CHART

NO.	RADIUS	ARC	DELTA	CHD BRG	CHORD
1	1030.00'	40.19'	02°14'08"	S88°14'34"W	40.19'
2	070.00'	37.85'	02°14'08"	S88°14'34"W	37.85'
3	9.00'	13.47'	85°46'26"	S44°14'15"W	12.25'
4	34.00'	15.03'	25°19'54"	N80°12'33"W	14.91'
5	70.00'	105.68'	136°26'16"	N44°14'15"E	130.01'
6	34.00'	15.03'	25°19'54"	N11°18'36"W	14.91'
16	280.00'	253.27'	58°48'45"	N62°05'37"E	243.37'
17	320.00'	311.71'	55°48'45"	N62°05'37"E	296.54'

- PLAT LEGEND**
1. ALL DIMENSIONS ARE IN FEET.
 2. ALL CURVILINEAR DIMENSIONS ARE MEASURED ALONG THE ARC.
 3. THE SYMBOL "O" INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIAMETER STEEL ROD, 3' LONG, ENCASED IN A 4" DIAMETER CONCRETE CYLINDER).
 4. ALL LOT MARKERS ARE 1/2" DIAMETER IRON RODS AND ARE 18" LONG. IDENTIFICATION CAPS ARE NOT USED.
 5. THE BEARINGS HORIZON ARE EXPRESSED IN RELATION TO THE BEARING OF THE EAST LINE OF SECTION 26, T.1N., R.8E., AS ESTABLISHED IN "ORCHARD HILLS SUBDIVISION", RECORDED IN LIBER 86 OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS.
 6. THE SYMBOL (R) INDICATES RADIAL LOT LINES.
 7. THE SYMBOL (NR) INDICATES NON-RADIAL LOT LINES.

67754



WARNER, CANTRELL & PADMOS, INC.
REGISTERED ENGINEERS & LAND SURVEYORS
27300 HAGGERTY ROAD, SUITE F2
Farmington Hills, MI 48331

ORCHARD HILLS WEST SUBDIVISION

PART OF THE N.E. 1/4 OF SECTION 26, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE:

I, ROBERT C. HARR, SURVEYOR, CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

ORCHARD HILLS WEST SUBDIVISION

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 26, T.1N., R.8E., THENCE ALONG THE S.89°37'00"W., 00.01'; THENCE N.00°33'20"E., ALONG A LINE 60.00' WESTERLY OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 26, 903.00'; THENCE N.89°26'40"W., 277.68'; THENCE ALONG A CURVE TO THE LEFT RADIUS 200.00', CENTRAL ANGLE 44°30'20" (THE CHORD OF SAID CURVE BEARS S.68°15'00"W., 151.81') A DISTANCE OF 155.71'; THENCE S.45°06'51"W., 36.05'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 600.00', CENTRAL ANGLE 20°14'00" (THE CHORD OF SAID CURVE BEARS S.50°05'54"W., 242.42') A DISTANCE OF 243.00'; THENCE S.60°15'57"W., 220.47'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 200.00', CENTRAL ANGLE 34°49'03" (THE CHORD OF SAID CURVE BEARS S.83°30'20"W., 155.58') A DISTANCE OF 158.00'; THENCE N.70°00'00"W., 411.19'; THENCE ALONG A CURVE TO THE LEFT RADIUS 200.00', CENTRAL ANGLE 17°58'21" (THE CHORD OF SAID CURVE BEARS N.87°50'11"W., 62.48') A DISTANCE OF 62.74'; THENCE S.03°01'39"W., 00.80'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 200.00', CENTRAL ANGLE 41°09'00" (THE CHORD OF SAID CURVE BEARS N.78°23'33"W., 182.70') A DISTANCE OF 180.78'; THENCE N.55°48'45"W., 24.77'; THENCE S.34°11'15"W., 120.00'; THENCE N.60°14'22"W., 55.40'; THENCE N.90°00'00"W., 284.67'; THENCE N.00°00'00"E., 950.00'; THENCE N.80°00'00"E., 751.00' TO A POINT ON THE WESTERLY BOUNDARY OF "ORCHARD HILLS" (A SUBDIVISION RECORDED IN LIBER 88, PLATS, PAGE 49, OAKLAND COUNTY RECORDS); THENCE ALONG SAID BOUNDARY S.00°00'00"E., 698.73'; THENCE N.00°00'00"W., 107.80'; THENCE S.34°10'27"W., 28.00'; THENCE S.44°34'40"W., 77.32'; THENCE S.28°13'25"W., 51.76'; THENCE S.35°04'53"W., 143.43'; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT RADIUS 200.00', CENTRAL ANGLE 37°52'37" (THE CHORD OF SAID CURVE BEARS S.75°02'02"E., 129.82') A DISTANCE OF 132.22'; THENCE N.03°01'39"E., 09.80'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 200.00', CENTRAL ANGLE 17°58'21"E., THE CHORD OF SAID CURVE BEARS S.87°30'11"E., 91.22') A DISTANCE OF 61.56'; THENCE S.70°00'00"E., 115.82'; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT RADIUS 170.00', CENTRAL ANGLE 08°11'40" (THE CHORD OF SAID CURVE BEARS N.04°05'54"E., 24.30') A DISTANCE OF 24.32' TO THE SOUTHEAST CORNER OF LOT 87 OF SAID "ORCHARD HILLS" SUBDIVISION; THENCE ALONG THE SOUTHERLY LINE OF SAID "ORCHARD HILLS" SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 88 N.84°00'53"E., 60.33'; THENCE S.00°00'00"E., 8.20'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 230.00', CENTRAL ANGLE 08°55'42" (THE CHORD OF SAID CURVE BEARS S.04°27'51"W., 35.80') A DISTANCE OF 35.84'; THENCE S.70°00'00"E., 235.31'; THENCE ALONG A CURVE TO THE LEFT RADIUS 200.00', CENTRAL ANGLE 34°40'03" (THE CHORD OF SAID CURVE BEARS N.83°35'20"E., 110.07') A DISTANCE OF 121.54'; THENCE N.00°10'57"E., 220.47'; THENCE ALONG A CURVE TO THE LEFT RADIUS 600.00', CENTRAL ANGLE 20°14'00" (THE CHORD OF SAID CURVE BEARS N.56°03'54"E., 221.34') A DISTANCE OF 222.50'; THENCE N.45°30'51"E., 38.05'; THENCE ALONG A CURVE TO THE RIGHT RADIUS 200.00', CENTRAL ANGLE 44°30'20" (THE CHORD OF SAID CURVE BEARS N.68°15'00"E., 187.35') A DISTANCE OF 202.42'; THENCE S.89°26'40"E., 277.68'; THENCE N.00°33'20"E., ALONG A LINE 60.00' WESTERLY OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF LOT 107, "ORCHARD HILLS" (A SUBDIVISION RECORDED IN LIBER 88, PLATS, PAGE 49, OAKLAND COUNTY RECORDS); THENCE S.00°00'00"E., 160.00' TO A POINT ON THE EAST LINE OF SAID SECTION 26; THENCE ALONG SAID EAST LINE S.00°33'20"W., 1168.85' TO THE EAST 1/4 CORNER AND THE POINT OF BEGINNING, CONSISTING OF 42 LOTS NUMBERED 1 THROUGH 42, BOTH INCLUSIVE AND CONTAINING 18.7122 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.

THAT SUCH PLAT IS CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY AS REQUIRED BY SECTION 125 OF THE ACT.

THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126 OF THE ACT.

THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY SECTION 126 (3) OF THE ACT AND AS EXPLAINED IN THE LEGEND.

DATE :

12-8-05

WARNER, CANTRELL & PADMOS, INC.
REGISTERED CIVIL ENGINEERS
AND LAND SURVEYORS
27300 HAGGERTY ROAD, SUITE F2
FARMINGTON HILLS, MI 48331



Robert C. Harr
ROBERT C. HARR, VICE PRESIDENT
LICENSED PROFESSIONAL SURVEYOR NO. 39081

PROPRIETOR'S CERTIFICATE:

MIRAGE DEVELOPMENT, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY CLAUDIO L. ROSSI, MEMBER AND MAURO PETRUCCI, MEMBER AS PROPRIETOR HAS CAUSED THE LAND TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS AND WALKS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

WITNESSES:

Debra Jo Mansfield
DEBRA JO MANSFIELD

Catherine E. Jones
CATHERINE E. JONES

WITNESSES:

Debra Jo Mansfield
DEBRA JO MANSFIELD

Catherine E. Jones
CATHERINE E. JONES

ACKNOWLEDGEMENT:

STATE OF MICHIGAN }
COUNTY OF OAKLAND } SS

PERSONALLY CAME BEFORE ME THIS 6TH DAY OF MAY 2005, CLAUDIO L. ROSSI, MEMBER, AND MAURO PETRUCCI, MEMBER, OF THE ABOVE NAMED LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH MEMBERS OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBERS AS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES:

01/08/2012

Debra Jo Mansfield
DEBRA JO MANSFIELD
NOTARY PUBLIC
WAYNE COUNTY, ACTING IN
OAKLAND COUNTY, MICHIGAN

PROPRIETOR'S CERTIFICATE:

(EASTERN MICHIGAN) - MICHIGAN
FIFTH-THIRD BANK A NATIONAL BANKING CORPORATION, DULY ORGANIZED, STATE OF AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA BY ALFRED A. DeFLAVIS, VICE PRESIDENT, AS PROPRIETOR HAS CAUSED THE LAND EMBRACED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

WITNESSES :

MICHIGAN - FIFTH-THIRD BANK (EASTERN MICHIGAN)
A NATIONAL BANKING CORPORATION
1000 TOWN CENTER, SUITE 1500
SOUTHFIELD, MICHIGAN 48075
(AS MORTGAGEE ONLY)

Debra Jo Mansfield
DEBRA JO MANSFIELD

BY: *Alfred A. DeFlavis*
ALFRED A. DeFLAVIS, VICE PRESIDENT

Claudio L. Rossi
CLAUDIO L. ROSSI

ACKNOWLEDGEMENT:

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

PERSONALLY CAME BEFORE ME THIS 9TH DAY OF MAY 2005, ALFRED A. DeFLAVIS, VICE PRESIDENT OF THE ABOVE NAMED NATIONAL BANKING CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH VICE PRESIDENT OF SAID NATIONAL BANKING CORPORATION AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE FREE ACT AND DEED OF SAID NATIONAL BANKING CORPORATION, BY ITS AUTHORITY.

MY COMMISSION EXPIRES:

01/08/2012

Debra Jo Mansfield
DEBRA JO MANSFIELD
NOTARY PUBLIC
WAYNE COUNTY, MICHIGAN
ACTING WITHIN OAKLAND COUNTY, MICHIGAN

67754

WARNER, CANTRELL & PADMOS, INC.
REGISTERED ENGINEERS & LAND SURVEYORS
27300 Haggerty Road, Suite F2
Farmington Hills, MI 48331

ORCHARD HILLS WEST SUBDIVISION

PART OF THE N.E. 1/4 OF SECTION 26, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PROPRIETOR'S CERTIFICATE:

BERGER/LEWISTON ASSOCIATES LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY RICHARD M. LEWISTON, MANAGING GENERAL PARTNER, HAS CAUSED THE LAND TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

FILE NUMBER: L07-901
DATED: JANUARY 21, 1993
RESTATED: JANUARY 3, 1994

BERGER/LEWISTON ASSOCIATES
LIMITED PARTNERSHIP
A MICHIGAN LIMITED PARTNERSHIP
21790 COOLIDGE HIGHWAY
OAK PARK, MICHIGAN 48237

THE UNDERSIGN HEREBY SIGN THIS PROPRIETOR CERTIFICATE SOLELY AS THE RECIPIENT OF PRELIMINARY PLAT APPROVAL FOR THE SUBJECT PROPERTY.

WITNESSES:

Kelly Ann Spencer
KELLY ANN SPENCER

BY: Richard M. Lewiston
RICHARD M. LEWISTON
MANAGING GENERAL PARTNER

Colleen A. Mette
COLLEEN A. METTE

ACKNOWLEDGMENTS:

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

PERSONALLY CAME BEFORE ME THIS 14th DAY OF May, 2005, RICHARD M. LEWISTON, MANAGING GENERAL PARTNER OF THE ABOVE NAMED MICHIGAN LIMITED PARTNERSHIP, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH MANAGING GENERAL PARTNER OF SAID MICHIGAN LIMITED PARTNERSHIP AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGING GENERAL PARTNER AS THE FREE ACT AND DEED OF SAID MICHIGAN LIMITED PARTNERSHIP.

MY COMMISSION EXPIRES:

06/05/2005

Kelly Ann Spencer
KELLY ANN SPENCER
NOTARY PUBLIC
MACOMB COUNTY, MICHIGAN
ACTING IN OAKLAND COUNTY,
MICHIGAN

COUNTY TREASURER'S CERTIFICATE:

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING May 07, 2005 INVOLVING THE LANDS INCLUDED IN THIS PLAT.

Patrick M. Dohany
PATRICK M. DOHANY
COUNTY TREASURER, OAKLAND COUNTY

COUNTY DRAIN COMMISSIONER'S CERTIFICATE:

APPROVED ON June 1, 2005, AS COMPLYING WITH SECTION 192 OF ACT 288, P.A. 1967, AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF OAKLAND.

John P. McCulloch
JOHN P. MCCULLOCH
COUNTY DRAIN COMMISSIONER

CERTIFICATE OF MUNICIPAL APPROVAL:

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF NOVI AT A MEETING HELD June 6, 2005 AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ACT 288, P.A. 1967; THAT ADEQUATE SURETY HAS BEEN DEPOSITED WITH THE CLERK FOR THE PLACING OF MONUMENTS AND LOT MARKERS WITHIN A REASONABLE LENGTH OF TIME, NOT TO EXCEED ONE YEAR FROM THE ABOVE DATE; THAT SANITARY SEWERS AND WATER SERVICES ARE INSTALLED AND READY FOR CONNECTION WITHIN THE PLAT; AND THAT MINIMUM LOT WIDTH AND AREA REQUIRED BY SECTION 186, ACT 288, P.A. 1967 HAS BEEN WAIVED AND CONFORMS WITH THE LEGALLY ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES OF THE CITY OF NOVI.

Maryanne Cornelius
MARYANNE CORNELIUS, CITY CLERK

COUNTY PLAT BOARD CERTIFICATE:

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE OAKLAND COUNTY PLAT BOARD ON July 5th, 2005, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF ACT 288, P.A. 1967, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

Ruth Johnson Bill Bullard Jr.
RUTH JOHNSON BILL BULLARD, JR., CHAIRMAN,
COUNTY CLERK/REGISTER OF DEEDS BOARD OF COMMISSIONERS

Patrick M. Dohany Joseph C. Kapleczak
PATRICK M. DOHANY JOSEPH C. KAPLECAK, P.S.
COUNTY TREASURER COUNTY PLAT ENGINEER

RECORDING CERTIFICATE:

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

THIS PLAT WAS RECEIVED FOR RECORD ON THE 19th DAY OF September, 2005, AT 11:07 A.M. AND RECORDED IN LIBER 294 OF PLATS ON PAGES 1 THROUGH 5.

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RUTH JOHNSON
COUNTY CLERK/REGISTER OF DEEDS

CERTIFIED TRUE COPY OF
RECORDED PLAT
BY DEPARTMENT OF LABOR
AND ECONOMIC GROWTH
By Maynard R. Dyer
MAYNARD R. DYER, P.S., DIRECTOR
OFFICE OF LAND SURVEY
AND REMUNERATION

DATE 9-30-2005



WARNER, CANTRELL & PADMOS, INC.
REGISTERED ENGINEERS & LAND SURVEYORS
27300 Hoggarty Road, Suite F2
Farmington Hills, MI 48331

67754



**Commitment for Title Insurance
Schedule A**

File No: 63-12264081-MTC

Commonly Known As: , Novi

1. Effective Date: **August 24, 2012, at 8:00 am**

2. Policy or policies to be issued:	AMOUNT
(a) OWNERS POLICY Proposed Insured: Informational	\$1,000.00
(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:

City of Novi and The Board of County Road Commissioners for the County of Oakland, as their interests may appear

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

All that land platted as Dunston Road, Aspen Drive, Borchart Drive, Malott Drive, Silvery Lane and Meadowbrook Road, according to the plat of Orchard Hills West Subdivision, according to the plat thereof as recorded in liber 294, pages 1 through 5, both inclusive of Plats, Oakland County Records.

COUNTERSIGNED:
GRECO TITLE AGENCY, LLC

Debbie J. Dekiere
AUTHORIZED SIGNATORY

GRECO TITLE AGENCY, LLC
118 Cass Avenue
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:586-469-2492

Agent for: CHICAGO TITLE INSURANCE COMPANY

**Schedule B-I
(REQUIREMENTS)**

File No: 63-12264081-MTC

The following requirements to be complied with:

1. Standard requirements as set forth in jacket.
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. Taxes: Not examined

GRECO TITLE AGENCY, LLC
118 Cass Avenue
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:586-469-2492

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached.
SCHEDULE B-I of this commitment--Page 2

**Schedule B-II
(EXCEPTIONS)**

File No.: 63-12264081-MTC

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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
5. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
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 or loss of any homestead exemption status for the insured premises.
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. Terms, conditions and provisions which are recited in Conservation and Preservation Easement recorded in Liber 35916, Page 372, Oakland County Records.
9. Right of Way vested in Detroit Edison Company, SBC and Brighthouse by instrument recorded in Liber 37614, Page 724, Oakland County Records.
10. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 36651, Page 128 and amended in liber 37623, page 54, Oakland County Records.

NOTE: The instrument recorded in Liber 36651, Page 128 recites that each lot owner shall be a member of the Subdivision Association.

NOTE: The instrument recorded in Liber 36651, Page 128 provides, among other things, for assessments to be made against each lot owner and for such unpaid delinquent assessments to constitute a lien against subject property.

GRECO TITLE AGENCY, LLC

118 Cass Avenue

Mt. Clemens, MI 48043

Ph:(586) 463-7200 Fax:586-469-2492

Agent for: CHICAGO TITLE INSURANCE COMPANY

11. Terms, conditions and provisions which are recited in Conservation Easement in favor of Land and Water Management Division of the Michigan Department of Environmental Quality (MDEQ) recorded in Liber 34598, Page 597, Oakland County Records.
12. Easement for sanitary sewer purposes vested in the Village of Novi, now the City of Novi by instrument recorded in Liber 4972, Page 311 and in liber 5528, page 245, Oakland County Records.
13. Terms, conditions and provisions which are recited in storm water drainage recorded in Liber 5432, Page 310, Oakland County Records.
14. Easement for storm drainage purposes vested in the City of Novi by instrument recorded in Liber 21615, Page 92 and in liber 11521, page 582, Oakland County Records.
15. Easement for water supply system purposes vested in the City of Novi by instrument recorded in Liber 12781, Page 762 and in liber 10325, page 763, Oakland County Records.
16. Easement for storm water retention basin purposes vested in the City of Novi by instrument recorded in Liber 5845, Page 504, Oakland County Records.
17. Terms, conditions and provisions which are recited in Temporary Construction Easement recorded in Liber 21615, Page 94, Oakland County Records.
18. Easements over subject property as shown on the recorded plat.

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



PRIVACY POLICY NOTICE

Greco Title Agency, 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 Greco Title Agency, LLC Privacy Policy.

Greco Title Agency, LLC as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Greco Title Agency, LLC Privacy Policy applies to all Greco Title Agency, 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 Greco Title Agency, LLC, please write us at: **Greco Title Agency, LLC c/o 31440 Northwestern Highway, Ste. 150, Farmington Hills, Michigan 48334. Attn: Legal Resources.**