



CITY of NOVI CITY COUNCIL

**Agenda Item 1
December 1, 2008**

SUBJECT: Acceptance of Tollgate Woods I and Ravines streets and adoption of Act 51 New Street Resolution accepting Burroughs Avenue, Clemens Circle, Crane Way, Holmes Road, Wolfe Pass, and Steinbeck Glen (in Tollgate Woods I); and Thoreau Ridge, Eastman Trail and Hemingway Drive (in Tollgate Ravines) as public, adding 6,398 linear feet or 1.21 miles of roadway to the City's street system.

SUBMITTING DEPARTMENT: Engineering. *(Signature)*

CITY MANAGER APPROVAL: *(Signature)*

BACKGROUND INFORMATION:

The developer of Tollgate Woods I and Ravines, Singh Development Company, has dedicated Burroughs Avenue, Clemens Circle, Crane Way, Holmes Road, Wolfe Pass, and Steinbeck Glen within Tollgate Woods Phase I; and Thoreau Ridge, Eastman Trail and Hemingway Drive in Tollgate Ravines. Singh has requested that the City of Novi accept these streets and be made public. Tollgate Woods I and Tollgate Ravines streets have been constructed in accordance with City Standards, and according to the Attorneys, the related acceptance documents are in a form so as to permit acceptance by Council (November 10, 2008 and September 18, 2006 letters from Beth Kudla; and September 30, 2008 Stantec letter, attached). Singh completed the final repairs to street pavement and storm structures in early November 2008, and according to the city's consulting engineer, the streets meet city design and construction standards (Stantec's November 10, 2008 letter, attached).

A requirement for inclusion in Act 51 certification is the submittal of a formal Resolution confirming Council acceptance of specific streets listing the length of each. The attached Resolution satisfies the Michigan Department of Transportation requirement for adding 6,398 linear feet or 1.21 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of Tollgate Woods I and Ravines streets and adoption of Act 51 New Street Resolution accepting Burroughs Avenue, Clemens Circle, Crane Way, Holmes Road, Wolfe Pass, and Steinbeck Glen (in Tollgate Woods I); and Thoreau Ridge, Eastman Trail and Hemingway Drive (in Tollgate Ravines) as public, adding 6,398 linear feet or 1.21 miles of roadway to the City's street system.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

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



CITY OF NOVI

NEW STREET ACCEPTANCE RESOLUTION

**TOLLGATE WOODS PHASE I AND TOLLGATE RAVINES:
Burroughs Avenue, Clemens Circle, Crane Way, Holmes Road, Wolfe
Pass, Steinbeck Glen , Thoreau Ridge, Eastman Trail, Hemingway Drive**

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Kim Capello

Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

City Manager
Clay J. Pearson

City Clerk
Maryanne Cornelius

WHEREAS, the developer of Tollgate Woods Phase I and Tollgate Ravines, Singh Development Company, has dedicated Burroughs Avenue, Clemens Circle, Crane Way, Holmes Road, Wolfe Pass, and Steinbeck Glen within Tollgate Woods Phase I; and Thoreau Ridge, Eastman Trail and Hemingway Drive in Tollgate Ravines, and requested their acceptance by the Novi City Council; and,

WHEREAS, said streets within Tollgate Woods Phase I and Tollgate Ravines are now located within rights-of-way under the control of the City of Novi, have been constructed to City standards, and are open to the public; and,

WHEREAS, in aggregate, Tollgate Woods Phase I and Tollgate Ravines streets measure 6,295 linear feet, adding a total of 1.21 miles of roadway surface to Novi's public street system.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Novi City Council hereby accept Burroughs Avenue, Clemens Circle, Crane Way, Holmes Road, Wolfe Pass, Steinbeck Glen , Thoreau Ridge, Eastman Trail, Hemingway Drive, and direct such be included in the City's public street system.

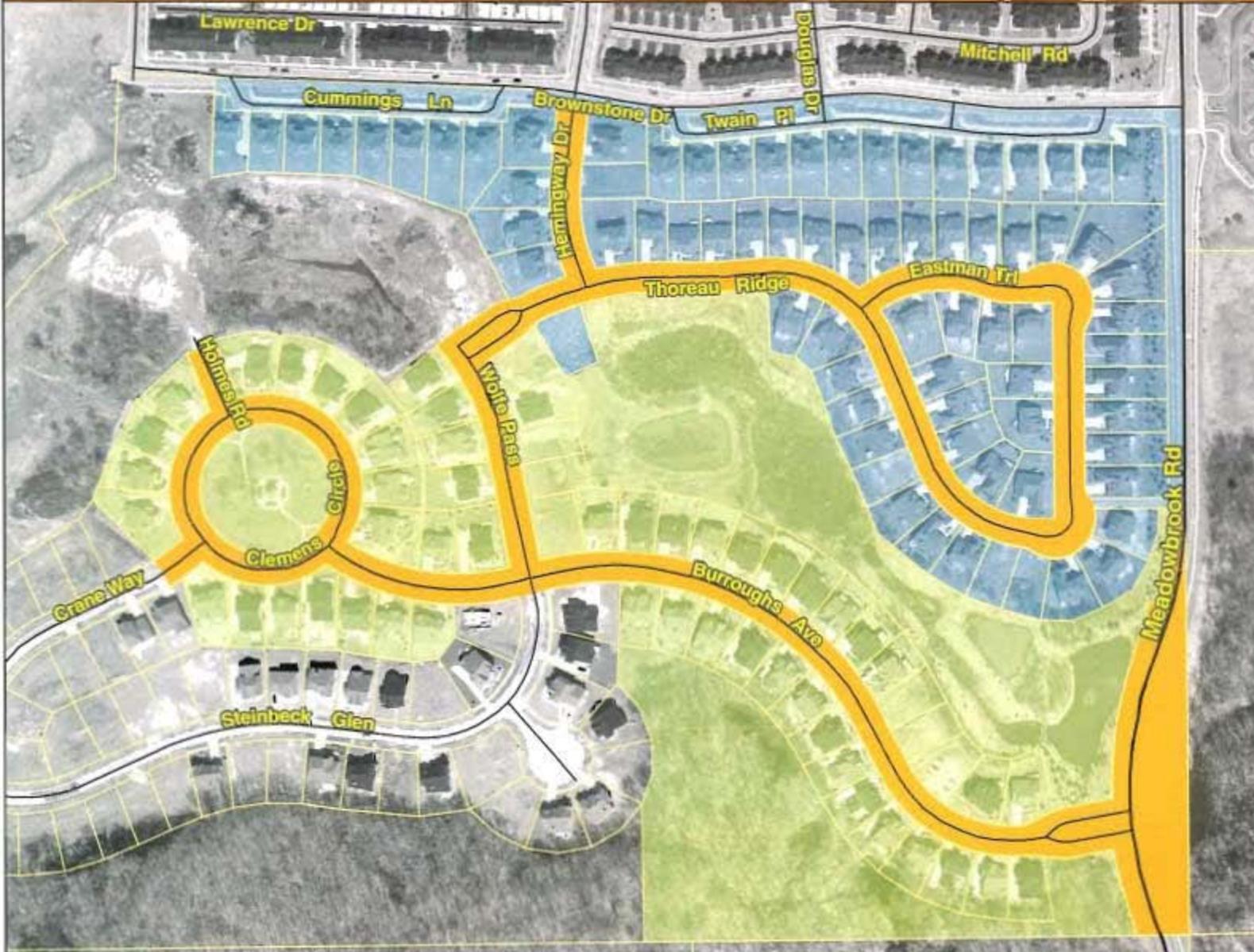
CERTIFICATION

I, Maryanne Cornelius, duly appointed City Clerk of the City of Novi, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at a Regular meeting held this 1st day of December, 2008.

Maryanne Cornelius
City Clerk

TOLLGATE WOODS PHASE 1 & TOLLGATE RAVINES SUBDIVISIONS

Acceptance of Streets & Right-of-Ways
City of Novi Engineering Division



Legend

- Major Streets
- Minor Streets
- Right of Way

Subdivisions

- Tollgate Ravines
- Tollgate Woods Phase 1



Linear Measure of 60-Foot Right of Way For Acceptance Details

Burroughs Ave:	1,830 linear feet
Clemens Cir:	1,009 linear feet
Crane Way:	106 linear feet
Eastman Tri:	911 linear feet
Hemingway Dr:	358 linear feet
Holmes Rd:	170 linear feet
Steinbeck Glen:	31 linear feet
Thoreau Ridge:	1,497 linear feet
Wolfe Pass:	487 linear feet
Total Length:	6,398 linear feet

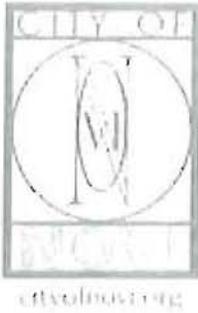
CITY OF NOVI
ENGINEERING DIVISION
45175 W. TEN MILE ROAD
NOVI, MI 48375-3224
(248) 347-0494
MAP AUTHOR: CHRIS BLOUGH
CITY GIS MANAGER



SOURCES OF INFORMATION FOR THIS MAP
Transportation Layer, City of Novi
Land Records Layers, Oakland County
2006 Aerial Photo, Oakland County

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 1973 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

MEMORANDUM



TO: CLAY PEARSON, CITY MANAGER
FROM: ROB HAYES, CITY ENGINEER *RH*
SUBJECT: TOLLGATE WOODS & RAVINES - STREET REPAIR UPDATE
DATE: OCTOBER 2, 2008

10/2/08
To: Mayor and City Council Members

Update. [Signature]

* Street repair work in Tollgate Woods Phase I and Tollgate Ravines began on Monday, September 29. This work is being completed by Singh Development's contractor in accordance with plans approved by the Engineering Department. A city inspector will be on-site for the duration of the work to ensure that complete and proper pavement, curb and storm structure repairs are being made.

So far, all deficient storm drainage structures and curb areas have been removed and repair/replacement of these items is underway. Pavement repairs will begin once all storm structure and curbing work is done. Singh anticipates completion of all repairs within the next couple of weeks, depending on weather conditions.

Once we are satisfied that all streets have been repaired to city standards and all dedication documents are in order, we will bring a recommendation for street acceptance to City Council later this fall. Please let me know if you have any questions or comments regarding the status of this matter. *

cc: Pam Antil, Assistant City Manager
Aaron Staup, Construction Engineer
Benny McCusker, Public Works Director

MEMORANDUM



cityofnovi.org

TO: CLAY PEARSON, CITY MANAGER
FROM: ROB HAYES, CITY ENGINEER (RH)
SUBJECT: TOLLGATE WOODS STREETS & UTILITIES
DATE: JULY 30, 2008

7/31/08
To: Mayor and City
Council Member
Update on Tollgate Woods
residents. Clay M.

This memorandum is in response to concerns raised at Monday's City Council meeting by Mr. Doug Koester (President of the Tollgate Woods Homeowners Association) regarding acceptance of Tollgate Woods streets and utilities. As background, the Tollgate Woods development consists of two phases: construction of Phase I began in roughly 1998 and is about 95% built-out; and Phase II began construction in 2004 and is currently less than 30% built-out. (The site plan for an eventual third phase of Tollgate Woods has not been submitted.) Tollgate Ravines - located directly to the north of Tollgate Woods Phase I - was constructed concurrently with Phase I and is also close to 100% built-out. Both the Woods and the Ravines were developed by Singh Development Company and fall under the City's "old" Ordinance as it pertains to infrastructure acceptance in that the City will not normally entertain acceptance until 100% build-out is reached. Currently, the City has not accepted the streets and utilities in either phases of the Woods or in the Ravines.

The asphalt streets in Phase I and the Ravines prematurely received their top course of paving several years ago. This took place without first having a City inspection, as required by Ordinance. Phase II streets still have only the base course of asphalt pavement in place.

For Phase I of the Woods, Singh requested a final inspection of the utilities in approximately 2005. A punchlist of defective utility-related items was prepared by the City and remains outstanding. Singh has not called for a final inspection of streets; therefore a final street punchlist has not yet been prepared, although Engineering staff have observed reflective cracking (i.e., cracks that start at the base course and continue upward to the top course) as well as several defective storm catch basins and manholes throughout Phase I. Because Phase II is far from build-out, a final inspection of streets and utilities has not yet been requested.

In late spring 2006, Singh requested a final inspection for the Ravines. A lengthy punchlist of deficiencies was generated and no remedial work in the Ravines has been done since then. Staff noted that the Ravines' streets, storm structures and water/sewer utilities are in worse condition than Phases I or II. Reflective cracking in the pavement is prevalent and several storm structures have failed, including one catch basin that recently required an emergency repair.

According to Singh, a third party engineering firm is preparing a report that documents necessary repairs in Phase I of the Woods and the Ravines. This report was unsolicited, but Engineering staff will review it in an attempt to determine the validity of the report's findings relative to City punchlists. This report is scheduled to be transmitted to Engineering by the end of this week, and following our review, a meeting will be held with Singh to discuss the report and review City punchlists. The desired outcome of this meeting would be a mutual understanding of repair work that must be completed before the City would consider accepting Phase I and Ravines streets.

Concerning Phase II of the Woods, because build-out will likely be many years out, Council may wish to consider an approach similar to that taken for Churchill Crossing Phase II: accept the streets once all base course/storm structure repairs are completed, the streets are topped with the final lift of asphalt, and a site restoration guarantee (to ensure the structural integrity of the streets until completion of home construction) is posted.

*

Please let me know if you have any questions, comments or concerns in regard to this matter.

cc: Aaron Staup, Construction Engineering Coordinator
Pam Anil, Assistant City Manager
Marina Neumaier, Assistant Finance Director

Stantec Consulting Michigan Inc.
3959 Research Park Drive
Ann Arbor MI 48108-2216
Tel: (734) 761-1010 Fax: (734) 761-1200

stantec.com



Stantec

November 10, 2008
File: 2075065001

City of Novi Engineering Division
45175 West Ten Mile Road
Novi, Michigan 48375

Attention: Mr. Aaron Staup

Dear Mr. Staup:

**Reference: Tollgate Woods and Ravines Site Close-out
Site Work Final Approval**

Please be advised that the pavement, curb, and catch basin repairs for the above referenced project that were part of the final site inspection have been completed in accordance with the approved construction plans under the observation of Stantec. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee be released.

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

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

Sincerely,

STANTEC CONSULTING MICHIGAN INC.



Dean Trella
Construction Services
Tel: (734) 214-1829
Fax: (734) 761-1200
dean.trella@stantec.com

- c. Marina Neumaier, City of Novi (via e-mail)
- Sarah Marchioni, City of Novi (via e-mail)
- Sheila Weber, City of Novi (via e-mail)
- Benny McCusker, City of Novi (via e-mail)
- Chris Shrier, Singh Development (via e-mail)
- George Tsakoff, Stantec (via e-mail)

November 10, 2008

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudis
Direct: 248-539-2846
bkudis@secretwardle.com

Rob Hayes, City Engineer
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375-3024

Re: Tollgate Woods
Our File No. 660098.NOV1

Dear Mr. Hayes:

We have received and reviewed the following documents with respect to the street and utilities dedication and acceptance for the Tollgate Woods Subdivision:

- Bill of Sale (Sanitary Sewer, Water Main, Storm Sewer and Roadway Paving).
- Commitment for Title Insurance.

The Bill of Sale provided has been reviewed and approved by our office as sufficient to convey the sanitary sewer, water main, storm sewer within the sanitary sewer and roadway paving within the plat of the Tollgate Woods Subdivision to the City for public use and maintenance.

The developer, per the July 19, 2006 letter enclosed, has requested a waiver of Maintenance and Guarantee Bonds guaranteeing materials and labor with respect to the paving, sanitary sewer, water main and storm sewer improvements.

The Commitment for Title Insurance provided confirms that the Bill of Sale has been executed by the correct party with the ability to complete conveyance of the streets and utilities to the City for public use and maintenance.

Based on the enclosed documentation, we recommend acceptance of streets and utilities, including water main, sanitary sewer and storm sewer for the Tollgate Woods Subdivision.

Alternately, should the City choose not to accept the streets at this time due to on-going construction traffic, a temporary utility easement will need to be provided.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Original Enclosures)
Benny McCusker, DPW Director (w/Enclosures)
Steve Rumble, Director of Community Development (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Department (w/Enclosures)
Mike Kahn, Singh Development Co. (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

C:\N:\Portbl\manage\BKUDLA\1154718_1.DOC

BILL OF SALE

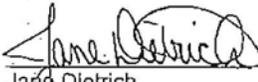
KNOW ALL MEN BY THESE PRESENTS, that Singh of Tollgate Woods, L.L.C., whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, for the sum of One (\$1.00) Dollar and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply, or sanitary sewer, and storm sewer system and the street paving according to the easements and/or public rights-of-way therefore established described as follows:

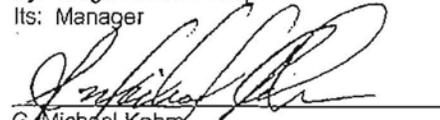
Land situated in the City of Novi, Oakland County, Michigan, being described as Tollgate Woods Subdivision as recorded in Liber 276 of Plats, Pages 38-43, Oakland County Records.

In witness whereof, the undersigned has executed these presents this 12th day of July, 2006.

Witness:

SINGH OF TOLLGATE WOODS, L.L.C.
A Michigan limited liability company
By: Singh General Corp.
Its: Manager


Jane Dietrich


G. Michael Kahm
Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

The foregoing instrument was acknowledged before me this 12th day of July, 2006, by G. Michael Kahm, Vice President of Singh General Corp., Manager of Singh of Tollgate Woods, L.L.C., a Michigan limited liability company.

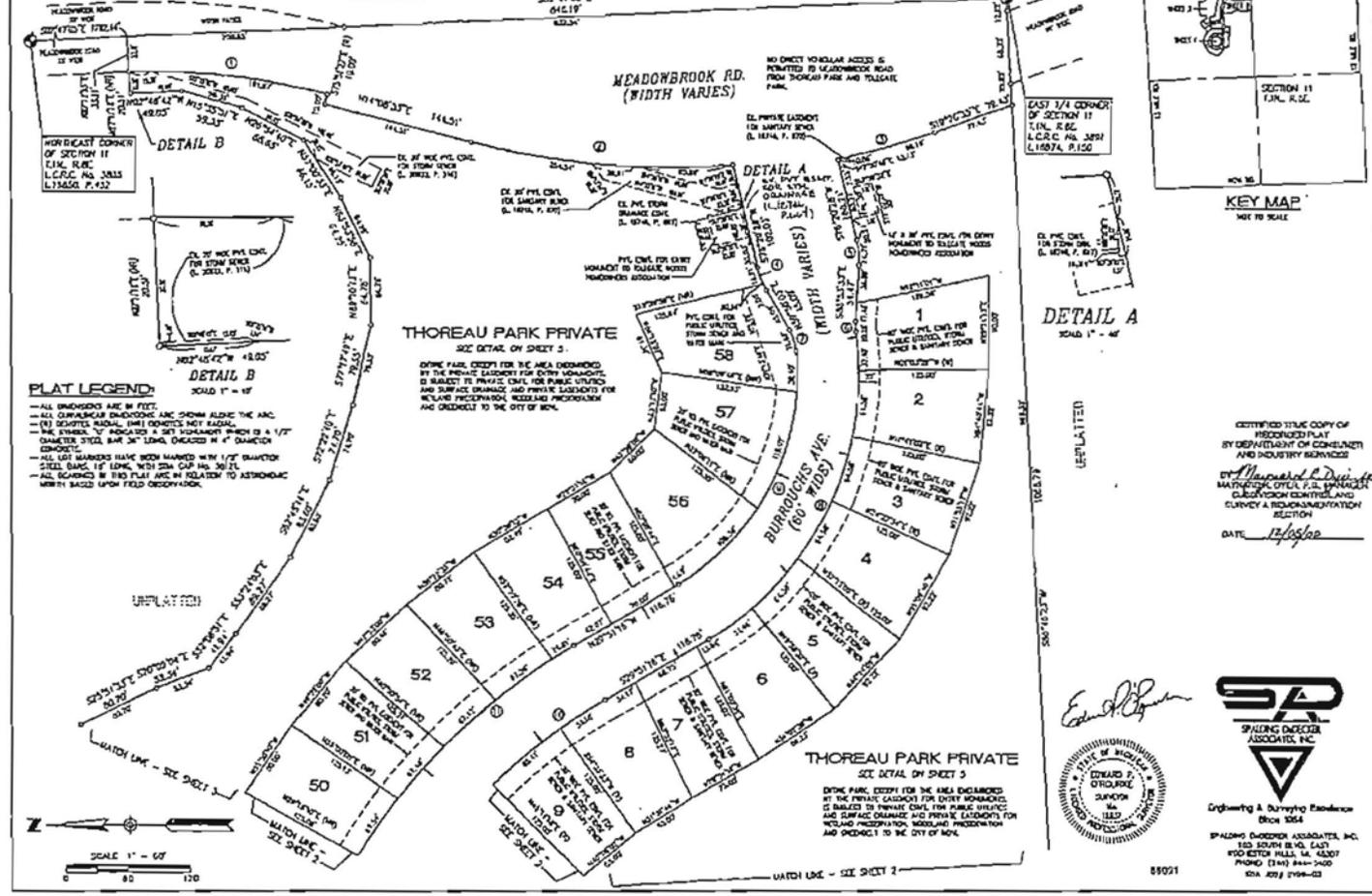

Jane E. Dietrich, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 06-08-2012

When recorded, return to:
Maryanne Cornelius, Clerk
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48374-3024

TOLLGATE WOODS SUBDIVISION

PART OF THE N.E. 1/4 OF SECTION 11, T.1N., R.8E.
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
1	191.67'	892.00'	96.33'	181.72'	S88°27'54"W	14°39'21"0"
2	254.84'	258.00'	128.42'	253.34'	S24°30'53"W	28°59'27"0"
3	58.97'	778.00'	48.95'	58.11'	S12°52'04"W	7°50'57"0"
4	23.91'	63.00'	12.04'	23.63'	S22°02'15"W	14°02'29"0"
5	24.22'	63.00'	12.22'	24.00'	S22°04'22"W	14°04'58"0"
6	10.20'	31.00'	3.10'	10.27'	S27°14'49"W	11°04'36"0"
7	21.68'	31.00'	3.10'	21.50'	S77°10'11"E	24°29'18"0"
8	342.14'	228.00'	172.00'	328.81'	S24°10'33"E	8°23'27"0"
9	265.87'	236.00'	132.92'	256.64'	S22°06'23"E	61°20'24"0"
10	361.00'	873.00'	371.22'	333.48'	S45°02'37"W	61°17'22"0"
11	774.65'	505.00'	455.89'	718.28'	N27°12'21"W	73°21'14"0"

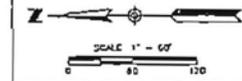


CERTIFIED TRUE COPY OF
REPRODUCED PLAT
BY DEPARTMENT OF CONSERVATION
AND INDUSTRY SERVICES
OF *Michael J. Davis, Inc.*
MICHIGAN OFFICE, P.O. BOX 100
CANTON CENTER, MICHIGAN
COUNTY & RECOMMENDATION
SECTION
DATE: 12/18/10

SPALDING
SURVEYING DIRECTOR
ASSOCIATES, INC.

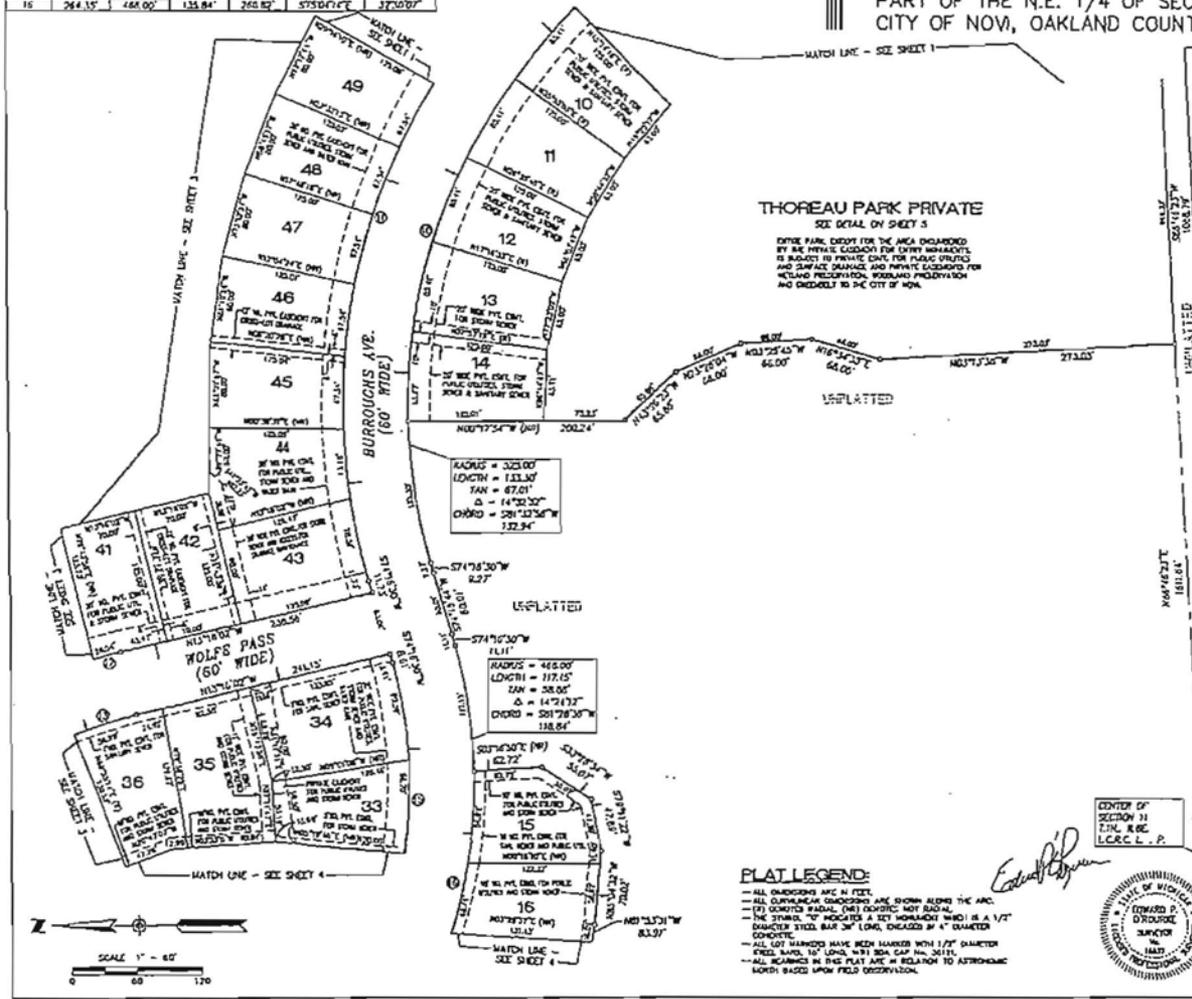
Engineering & Surveying Evidence
Since 1954

SPALDING SURVEYING ASSOCIATES, INC.
150 SOUTH B.L. EAST
150 WEST HILLS, MI 48307
PHONE: (248) 844-3400
FAX: (248) 844-3401



TOLLGATE WOODS SUBDIVISION
PART OF THE N.E. 1/4 OF SECTION 11, T.1N., R.8E.
CITY OF NOV, OAKLAND COUNTY, MICHIGAN

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
10	261.89'	225.00'	311.25'	533.48'	N49°30'37"W	117°27'2"
11	774.63'	583.00'	458.00'	719.28'	N57°47'27"W	152°52'14"
12	170.16'	509.00'	65.52'	162.26'	N62°09'24"W	19°20'04"
13	222.87'	249.00'	128.28'	272.33'	N70°58'19"W	79°49'29"
14	271.00'	456.00'	129.60'	314.55'	S82°50'17"E	45°54'58"
15	264.15'	468.00'	135.84'	268.82'	S75°04'17"E	37°50'07"

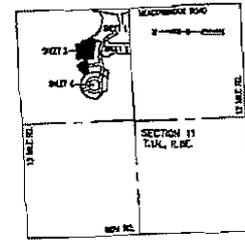


SP
SPALDING DODD & ASSOCIATES, INC.
Engineering & Surveying Excellence Since 1954
SPALDING DODD & ASSOCIATES, INC.
102 SOUTH WALK EAST
WOODSTOCK HILLS, MI 48087
PHONE: (248) 844-5400
FAX: (248) 244-0121

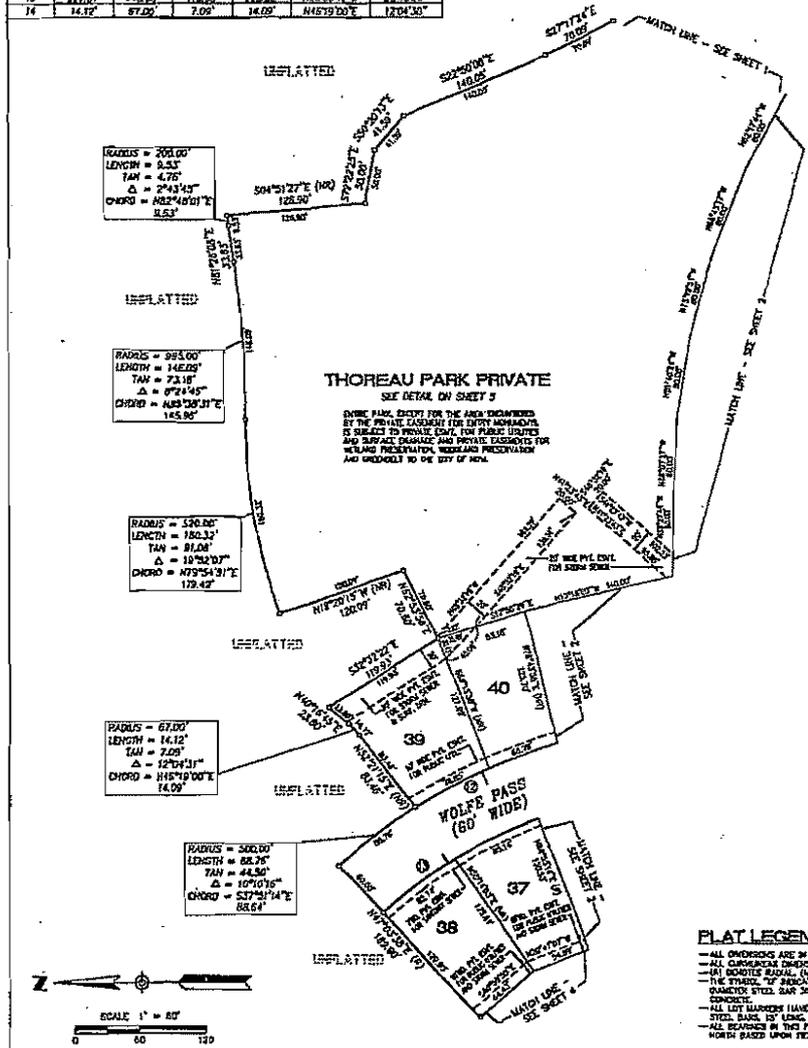


64.091

TOLLGATE WOODS SUBDIVISION
PART OF THE N.E. 1/4 OF SECTION 11, T.1N., R.8E:
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
12	170.18'	500.00'	88.52'	189.36'	N62°51'54"W	107°08"14"
13	227.87'	410.00'	118.52'	228.33'	N28°06'12"W	28°20'20"
14	14.12'	87.00'	7.09'	14.09'	N45°19'00"E	120°43'30"



THOREAU PARK PRIVATE
SEE DETAIL ON SHEET 3

THOREAU PARK, EXCEPT FOR THE AREA ENGINEERED BY THE PRIVATE ENGINEER FOR DIRT ROADS, IS SUBJECT TO PRIVATE EASE, FOR PUBLIC UTILITIES AND SURFACE DRAINAGE AND WETLANDS PRESERVATION AND PROTECTED TO THE CITY OF NOVI.

WOLFE PASS
(60' WIDE)

- PLAT LEGEND:**
- ALL DIMENSIONS ARE IN FEET.
 - ALL CURVATURE DIMENSIONS ARE SHOWN ALONG THE ARC.
 - (M) INDICATES METRIC (M) DIMENSIONS NOT EQUAL.
 - THE SYMBOL "Ø" INDICATES A SET BACK WHICH IS A 1/2" CHAMFERED STEEL BAR 3/4" LONG, ENCASED IN 4" DIAMETER CONCRETE.
 - ALL SET MARKERS HAVE BEEN MARKED WITH 1/2" DIAMETER STEEL BARS 18" LONG WITH 3/4" DIA. CAP AND 3/8" DIA.
 - ALL BEARINGS IN THIS PLAT ARE IN RELATION TO ASTROMERIDIC NORTH BASED UPON FIELD OBSERVATION.

Edward P. Grouse

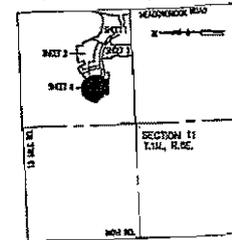


Spalding & Wheeler Associates, Inc.
Engineers & Surveyors Excellence Since 1964
SPALDING WHEELER ASSOCIATES, INC.
800 BRUNN BLVD, EAST
ROCHESTER HILLS, MI 48067
PHONE: (248) 814-3428
504 300 0119-01

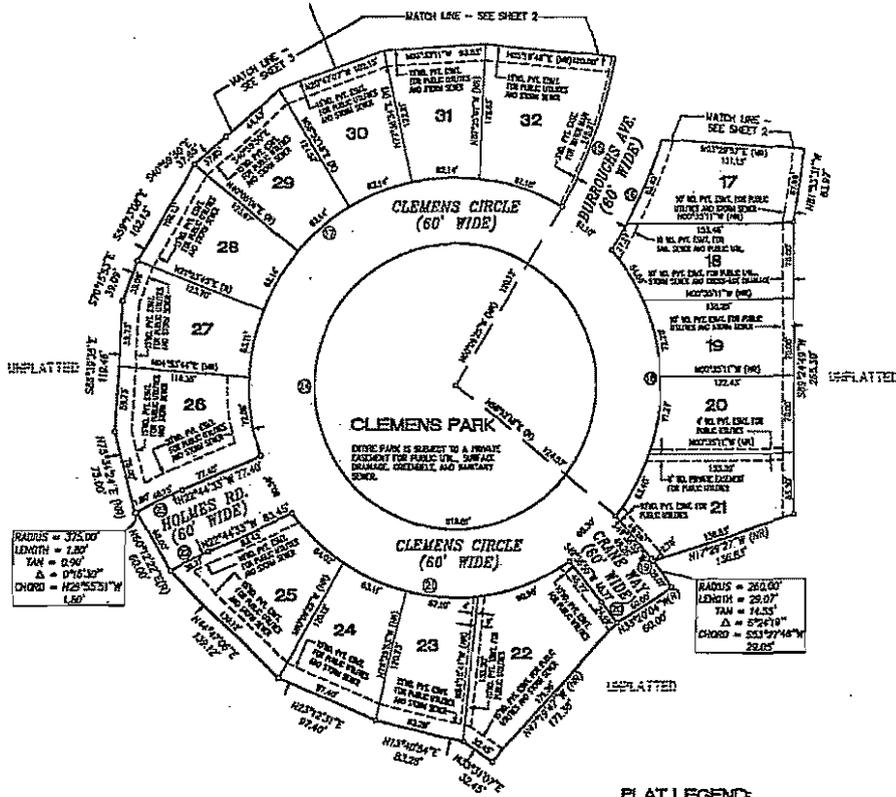
6/16/91

TOLLGATE WOODS SUBDIVISION
PART OF THE N.E. 1/4 OF SECTION 11, T.1N., R.BE.
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
15	321.00'	406.00'	170.60'	314.65'	S82°50'1"E	45°34'58"
16	264.35'	466.00'	155.64'	260.82'	S72°04'14"E	37°30'07"
17	464.91'	100.00'	544.81'	357.31'	N83°16'25"W	140°1'45"
18	261.71'	100.00'	156.47'	243.57'	N83°42'53"W	78°55'35"
19	2.78'	250.00'	1.39'	2.78'	N49°27'18"E	67°44'
20	74.45'	222.00'	172.20'	74.45'	S83°03'28"E	72°13'1"
21	283.21'	100.00'	172.20'	252.18'	S02°22'54"W	N83°03'28"
22	38.77'	315.00'	19.41'	38.74'	N76°16'34"W	70°10'
23	46.15'	375.00'	23.11'	46.12'	N76°16'34"W	70°10'
24	614.81'	130.00'	614.81'	45.12'	N26°16'34"W	36°09'00"

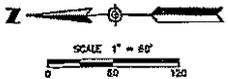


KEY MAP
NOT TO SCALE



RADIUS = 375.00'
LENGTH = 1.80'
TAN = 0.004°
Δ = 0°16'30"
CHORD = N26°55'31"W
1.80'

RADIUS = 260.00'
LENGTH = 25.07'
TAN = 5.453°
Δ = 5°27'19"
CHORD = S03°27'48"W
25.05'



PLAT LEGEND:

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVE BEARINGS ARE SHOWN ALONG THE ARC.
- THE CENTER POINT (C.P.) POINTS ARE NOT RADIAL.
- THE SYMBOL "T" INDICATES A SET POINT WHICH IS A 1/2" DIAMETER STEEL BAR 36" LONG, ENCASED IN 4" DIAMETER CONCRETE.
- ALL LOT MARKERS HAVE BEEN MARKED WITH 1/2" DIAMETER STEEL BARS 18" LONG, WITH RED CAP NO. 3011.
- ALL BEARINGS IN THIS PLAT ARE IN RELATION TO ASTRONOMIC NORTH BASED UPON FIELD OBSERVATION.

Edward P. O'Brien



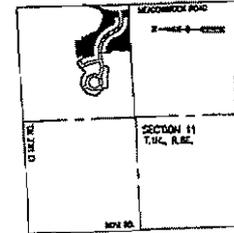
Engineering & Surveying Engineers
Since 1954
SPALDING ENGINEERS ASSOCIATES, INC.
902 SOUTH BLDG. EAST
ROCHESTER HILLS, MI. 48077
PHONE: (248) 844-3400
SEA 1007 0719-01

66091

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
1	151.87'	632.00'	91.55'	191.75'	S00°15'48"E	103°31'0"
2	254.54'	766.00'	128.45'	293.25'	S04°58'52"W	103°32'1"
3	96.19'	278.00'	48.10'	95.13'	S12°54'18"E	73°32'2"
4	23.91'	83.00'	12.04'	23.83'	S08°15'15"W	16°50'22"
5	24.29'	81.00'	12.21'	24.20'	N84°41'28"E	16°45'59"

TOLLGATE WOODS SUBDIVISION

PART OF THE N.E. 1/4 OF SECTION 11, T.1N., R.8E.
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



RADIUS = 200.00'
LENGTH = 2.53'
TAN = 4.78'
Δ = 2°41'45"
CHORD = 862'48" @ 8.53'

RADIUS = 993.00'
LENGTH = 145.00'
TAN = 72.16'
Δ = 8°24'45"
CHORD = 1825'51" @ 145.95'

RADIUS = 310.00'
LENGTH = 100.00'
TAN = 51.00'
Δ = 18°24'00"
CHORD = 1782'51" @ 178.42'

THOREAU PARK PRIVATE
DUNE PARK, EXCEPT FOR THE AREA DESIGNATED BY THE PUBLIC UTILITIES FOR POWER LINES AND SERVICE DRAINAGE AND PRIVATE EASEMENTS FOR WELLS AND PREVENTION, WINDMILL, HEDGEROWS AND OTHERWISE TO THE CITY OF NOVI.

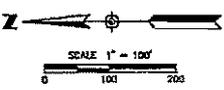
TOLLGATE PARK PRIVATE
DUNE PARK, EXCEPT FOR THE AREA DESIGNATED BY THE PUBLIC UTILITIES FOR POWER LINES AND SERVICE DRAINAGE AND PRIVATE EASEMENTS FOR WELLS AND PREVENTION, WINDMILL, HEDGEROWS AND OTHERWISE TO THE CITY OF NOVI.

- PLAT LEGEND:**
- ALL DIMENSIONS ARE IN FEET.
 - ALL CURVATURES INDICATED ARE SHOWN ALONG THE ARC.
 - (A) DIAMETER RADIAL (1/2" DIAMETER NOT RADIAL).
 - (B) THE THICK, TOP INDICATES A KEY ELEMENT WHICH IS A 1/2" DIAMETER STEEL BAR 30" LONG, ENCASED IN 4" DIAMETER CONCRETE.
 - ALL LOT MARKERS HAVE BEEN MARKED WITH 1/2" DIAMETER STEEL BARS 18" LONG, WITH SDA CAP NO. 2019.
 - ALL BEARINGS IN THIS PLAT ARE IN RELATION TO ASTROMONIC NORTHS BASED UPON FIELD OBSERVATION.

Edward J. ...



Engineering & Surveying Excellence
SINCE 1954
SHAPIRO DESIGNER ASSOCIATES, INC.
603 SOUTH BLOVD. EAST
BLOOMING HILLS, IN 47407
PHONE: (317) 844-3400
FAX: (317) 844-3400



(609)

SURVEYOR'S CERTIFICATE

I, EDWARD P. OTTOBRINE, SURVEYOR, CERTIFY

THAT I HAVE SURVEYED, MEASURED AND LAPPED THE LAND SHOWN ON THIS PLAN AS DESCRIBED AS FOLLOWS:

TOLLGATE WOODS SUBDIVISION, PART OF THE NORTHEAST 1/4 OF SECTION 11, T.14N., R.2E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEING AND AT THE EAST 1/4 CORNER OF SAID SECTION 11, BEING ALONG THE EAST-NORTH 1/4 LINE, S.04°45'00"W. 100.00 FT. TO THE POINT OF BEGINNING... BEING ALONG THE EAST-NORTH 1/4 LINE, S.04°45'00"W. 100.00 FT. TO THE POINT OF BEGINNING...

THAT SAID PLAN IS A CORRECT REPRESENTATION OF ALL THE EXISTING Easements OF THE LAND SHOWN AND SUBDIVISION OF IT... THAT THE BELIEVED IMPROVEMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE CHAINS OF THIS SURVEY HAS BEEN REPORTED WITH THE ACCURACY, AS REQUIRED BY SECTION 125 OF THE ACT.



EDWARD P. OTTOBRINE, P.E. 16327



GEORGE H. PLATZ, P.E. 35221

PROPRIETOR'S CERTIFICATE

STATE OF MICHIGAN, I, LUSHAMAN S. GRESWAL, VICE PRESIDENT OF TOLLGATE WOODS, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, DO hereby certify that the following is a true and correct copy of the original plat of the State of Michigan, as prepared, revised, mapped and recorded as a subdivision of this plat and that the streets are for the use of the public...

PERSONALLY CAME BEFORE ME THIS 27th DAY OF AUGUST, 2009, LUSHAMAN S. GRESWAL, VICE PRESIDENT OF SAID GENERAL CORP., MANAGER, AS REPRESENTED BY HIS MANAGER, STEPHEN GERALD CRISP, A MICHIGAN CORPORATION...

ACKNOWLEDGEMENT

STATE OF MICHIGAN } S.S. COUNTY OF OAKLAND } PERSONALLY CAME BEFORE ME THIS 27th DAY OF AUGUST, 2009, LUSHAMAN S. GRESWAL, VICE PRESIDENT OF SAID GENERAL CORP., MANAGER OF SAID MICHIGAN LIMITED LIABILITY COMPANY...

PROPRIETOR'S CERTIFICATE

A BANKING CORPORATION OLD KEY BANK, INC. ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY ALFRED A. D'AMICO, SENIOR VICE PRESIDENT, HAS CAUSED THE LANDS TO BE SURVEYED, MEASURED AND LAPPED AS REPRESENTED ON THIS PLAN...

PERSONALLY CAME BEFORE ME THIS 27th DAY OF AUGUST, 2009, ALFRED A. D'AMICO, SENIOR VICE PRESIDENT OF THE ABOVE NAMED MICHIGAN BANKING CORPORATION, TO ME SHOWING TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO BE KNOWN TO BE SAID SENIOR VICE PRESIDENT OF SAID MICHIGAN BANKING CORPORATION AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE FREE ACT AND DEED OF SAID MICHIGAN BANKING CORPORATION, BY ITS AUTHORITY.

ACKNOWLEDGEMENT

STATE OF MICHIGAN } S.S. COUNTY OF OAKLAND } PERSONALLY CAME BEFORE ME THIS 27th DAY OF AUGUST, 2009, ALFRED A. D'AMICO, SENIOR VICE PRESIDENT OF THE ABOVE NAMED MICHIGAN BANKING CORPORATION, TO ME SHOWING TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO BE KNOWN TO BE SAID SENIOR VICE PRESIDENT OF SAID MICHIGAN BANKING CORPORATION AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE FREE ACT AND DEED OF SAID MICHIGAN BANKING CORPORATION, BY ITS AUTHORITY.

TOLLGATE WOODS SUBDIVISION PART OF THE N.E. 1/4 OF SECTION 11, T.14N., R.2E. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING AUGUST 27, 2009, INVOLVING THE LANDS INCLUDED IN THIS PLAN.

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON AUGUST 27, 2009, COMPLIANCE WITH SECTION 125 OF ACT 206, P.A. 1987 AND THE APPLICABLE ORDINANCES AND REGULATIONS PUBLISHED BY THE OFFICE OF THE COUNTY OF OAKLAND.

CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THIS PLAN WAS APPROVED BY THE CITY BOARD OF THE CITY OF NOVI, AT A MEETING HELD ON 09-11-09, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ACT 206, P.A. OF 1987, THAT THIS PLAN COMPLETES WITH THE ZONING AND SUBDIVISION CONTROL ORDINANCES ADOPTED BY THE CITY OF NOVI...

COUNTY PLAT BOARD CERTIFICATE

THIS PLAN HAS BEEN REVIEWED AND IS APPROVED BY THE OAKLAND COUNTY PLAT BOARD ON AUGUST 27, 2009 AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF ACT 206, P.A. 1987 AND THE PLAT BOARD'S APPLICABLE ORDINANCES AND REGULATIONS.

RECORDING CERTIFICATE

STATE OF MICHIGAN } OAKLAND COUNTY } THIS PLAN WAS RECEIVED FOR RECORDS ON THE 27th DAY OF AUGUST, 2009 AT 2:02:14 P.M. AND RECORDED IN BOOK 221-1 OF PLATS IN PARCELS 2009-154-1-10.



Spalding Engineers Associates, Inc. 800 SOUTH BROAD, EAST ROCHESTER HILLS, MI 48026 PHONE: (248) 844-3400 SEA 1088 0708-02



**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref: Tollgate Woods Subdivision

1. Effective Date: May 31, 2006 at 8:00 am **Commitment No.:** FTH3401

2. Policy or Policies to be issued:

ALTA Owner's Policy - 10/17/92

Proposed Insured: Prospective Purchaser

Amount: "TO BE DETERMINED"

3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is, at the effective date hereof, vested in:

Singh of Tollgate Woods, L.L.C., a Michigan Limited Liability Company

4. The land referred to in this Commitment is located in the City of Novi, County of Oakland, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT "A"

Exhibit "A"

The roads contained in Tollgate Woods, as delineated on the certain plat of subdivision recorded in Liber 276, Pages 38 through 43, inclusive of Plats, Oakland County Records, previously described as:

Beginning at the East quarter corner of said Section 11; thence along the East-West quarter line, South 86 degrees 46 minutes 23 seconds West 1068.79 feet; thence North 03 degrees 13 minutes 38 seconds West 273.03 feet; thence North 16 degrees 34 minutes 33 seconds East, 66.00 feet; thence North 03 degrees 25 minutes 45 seconds West 66.00 feet; thence North 23 degrees 26 minutes 04 seconds West, 66.00 feet; thence North 43 degrees 26 minutes 23 seconds West 65.86 feet; thence North 00 degrees 17 minutes 54 seconds West 200.24 feet; thence 133.30 feet, along a non-tangent curve to the left (having a central angle of 14 degrees 32 minutes 52 seconds, a radius of 525.00 feet and a chord bearing South 81 degrees 32 minutes 56 seconds West 132.94 feet; thence South 74 degrees 16 minutes 30 seconds West 9.27 feet; thence South 74 degrees 15 minutes 44 seconds West 60.01 feet; thence South 74 degrees 16 minutes 30 seconds West 11.11 feet; thence 117.15 feet along a tangent curve to the right (having a central angle of 14 degrees 24 minutes 12 seconds, a radius of 466.00 feet and a chord bearing South 81 degrees 28 minutes 36 seconds West 116.84 feet); thence South 03 degrees 16 minutes 50 seconds East 62.72 feet; thence South 33 degrees 28 minutes 34 seconds West 55.07 feet; thence South 79 degrees 11 minutes 22 seconds West 47.89 feet; thence North 85 degrees 04 minutes 32 seconds West 70.02 feet; thence North 81 degrees 53 minutes 31 seconds West, 83.97 feet; thence South 89 degrees 24 minutes 49 seconds West 265.30 feet; thence North 17 degrees 29 minutes 27 seconds West 136.83 feet; thence 29.07 feet along a non-tangent curve to the right (having a central angle of 06 degrees 24 minutes 19 seconds, a radius of 260.00 feet and a chord bearing South 53 degrees 27 minutes 46 seconds West 29.05 feet); thence North 33 degrees 20 minutes 04 seconds West 60.00 feet; thence North 47 degrees 19 minutes 47 seconds West 171.36 feet; thence North 33 degrees 31 minutes 07 seconds East 32.45 feet; thence North 13 degrees 40 minutes 54 seconds East 83.28 feet; thence North 23 degrees 12 minutes 31 seconds East 97.40 feet; thence North 44 degrees 47 minutes 06 seconds East 139.12 feet; thence North 60 degrees 12 minutes 22 seconds East 60.00 feet; thence 1.80 feet along a non-tangent curve to the left (having a central angle of 00 degrees 16 minutes 30 seconds, a radius of 375.00 feet and a chord bearing North 29 degrees 55 minutes 51 seconds West 1.80 feet); thence North 75 degrees 34 minutes 24 seconds East 75.00 feet; thence South 86 degrees 39 minutes 35 seconds East 119.46 feet; thence South 70 degrees 15 minutes 53 seconds East 39.09 feet; thence South 59 degrees 13 minutes 08 seconds East 102.13 feet; thence South 40 degrees 59 minutes 50 seconds East 37.85 feet; thence North 47 degrees 03 minutes 38 seconds East 189.90 feet; thence 88.76 feet along a non-tangent curve to the right (having a central angle of 10 degrees 10 minutes 16 seconds, a radius of 500.00 feet and a chord bearing South 37 degrees 51 minutes 14 seconds East 88.64 feet); thence North 52 degrees 21 minutes 15 seconds East 83.46 feet; thence 14.12 feet along a tangent curve to the left (having a central angle of 12 degrees 14 minutes 31 seconds, a radius of 67.00 feet and a chord bearing North 46 degrees 18 minutes 00 seconds East 14.09 feet); thence North 40 degrees 16 minutes 45 seconds East 23.80 feet; thence South 32 degrees 32 minutes 22 seconds East 119.93 feet; thence North 62 degrees 53 minutes 58 seconds East 70.60 feet; thence North 19 degrees 20 minutes 15 seconds West 120.09 feet; thence 180.32 feet along a non-tangent curve to the right (having a central angle of 19 degrees 52 minutes 07 seconds, a radius of 520.00 feet and a chord bearing North 79 degrees 54 minutes 51 seconds East 179.42 feet); thence 146.09 feet along a reverse curve to the left (having a central angle of 08 degrees 24 minutes 45 seconds, a radius of 995.00 feet and a chord bearing North 85 degrees 38 minutes 31 seconds East 145.96 feet); thence North 81 degrees 26 minutes 08 seconds East 33.63 feet; thence

9.53 feet along a tangent curve to the right (having a central angle of 02 degrees 43 minutes 45 seconds, a radius of 200.00 feet and a chord bearing North 82 degrees 48 minutes 01 seconds East 9.53 feet); thence South 04 degrees 51 minutes 27 seconds East 126.90 feet; thence South 79 degrees 22 minutes 25 seconds East 50.00 feet; thence South 50 degrees 20 minutes 13 seconds East 41.39 feet; thence South 22 degrees 50 minutes 08 seconds East 140.05 feet; thence South 27 degrees 17 minutes 24 seconds East 70.09 feet; thence South 25 degrees 51 minutes 33 seconds East 80.70 feet; thence South 20 degrees 09 minutes 04 seconds East 53.34 feet; thence South 52 degrees 08 minutes 51 seconds East 41.94 feet; thence South 53 degrees 24 minutes 03 seconds East 89.27 feet; thence South 62 degrees 45 minutes 14 seconds East 83.60 feet; thence South 72 degrees 22 minutes 40 seconds East 74.70 feet; thence South 77 degrees 17 minutes 49 seconds East 79.55 feet; thence North 89 degrees 10 minutes 13 seconds East 64.76 feet; thence North 63 degrees 53 minutes 56 seconds East 64.25 feet; thence North 57 degrees 00 minutes 33 seconds East 66.15 feet; thence North 26 degrees 54 minutes 40 seconds East 66.65 feet; thence North 15 degrees 35 minutes 51 seconds East 59.33 feet; thence North 02 degrees 48 minutes 42 seconds West 49.05 feet; thence North 87 degrees 11 minutes 18 seconds East 20.51 feet; thence North 87 degrees 12 minutes 55 seconds East 33.11 feet to a point on the East line of said Section 11, said point being South 02 degrees 47 minutes 05 seconds East 1792.14 feet from the North east corner of said Section 11; thence along the East line of said Section 11 South 02 degrees 47 minutes 05 seconds East 846.19 feet to the Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

1. Standard requirements set forth in jacket.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

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.

NOTE: Tax information and special assessments are unavailable for examination and are therefore exempt from coverage under this commitment.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION II
EXCEPTIONS**

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

1. Standard exceptions set forth in jacket.
2. 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.
3. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
4. Mortgage, and the terms, conditions and provisions contained therein, executed by Singh of Tollgate Woods, L.L.C., a Michigan Limited Liability Company, to Old Kent Bank, dated December 23, 1998 and recorded March 2, 1999 in Liber 19617, Page 403, in the original amount of \$7,000,000.00, and amended by Amendment to Mortgage dated December 20, 1999 and recorded January 10, 2000 in Liber 20971, Page 53.
5. Assignment of rents and/or leases executed by Singh of Tollgate Woods, L.L.C., a Michigan Limited Liability Company, to Old Kent Bank, dated December 23, 1998 and recorded April 29, 1999 in Liber 19910, Page 490.
6. Collateral Assignment of Purchase Agreements and Land Contracts executed by Singh of Tollgate Woods, L.L.C., a Michigan Limited Liability Company, to Old Kent Bank, dated December 23, 1998, recorded April 29, 1999 in Liber 19910, Page 496.
7. Financing Statement between Singh of Tollgate Woods, L.L.C., a Michigan Limited Liability Company, Debtor and Old Kent Bank, Secured Party, recorded March 2, 1999 in Liber 19622, Page 897.
8. Mortgage, and the terms, conditions and provisions contained therein, executed by Singh of Tollgate Ravines, L.L.C., a Michigan Limited Liability Company, to Old Kent Bank, dated December 23, 1998 and recorded March 2, 1999 in Liber 19617, Page 364, in the original amount of \$7,000,000.00, and amended by Amendment to Mortgage dated December 20, 1999 and recorded January 10, 2000 in Liber 20971, Page 61.
9. Financing Statement between Singh of Tollgate Ravines, L.L.C., Debtor and Old Kent Bank, Secured Party, recorded March 2, 1999, in Liber 19623, Page 1.
10. Assignment of rents and/or leases executed by Singh of Tollgate Ravines, L.L.C., a Michigan Limited Liability Company, to Old Kent Bank, dated December 23, 1998 and recorded April 29, 1999 in Liber 19910, Page 484.
11. Collateral Assignment of Purchase Agreements and Land Contracts executed by Singh of Tollgate Ravines, L.L.C., a Michigan Limited Liability Company, to Old

Kent Bank, dated December 23, 1998, recorded April 29, 1999 in Liber 19910, Page 501.

12. Planned Unit Development Agreement and the terms, conditions, provisions and restrictions contained therein recorded in Liber 11963, Page 273. Amendments to the Planned Unit Development Agreement recorded in Liber 12218, Page 187; Liber 15367, Page 110 and in Liber 19623, Page 79.
13. Temporary Construction Easement recorded in Liber 17613, Page 140.
14. Highway and Utility Easement for public highway and utility purposes recorded in Liber 18746, Page 663.
15. Drainage Easement for storm drainage system recorded in Liber 18746, Page 667.
16. Sanitary Easement for sanitary sewer system recorded in Liber 18746, Page 670.
17. Temporary Construction Easement recorded in Liber 18746, Page 673.
18. Temporary Construction Easement recorded in Liber 18746, Page 676.
19. Reciprocal Access Easement for a non-exclusive easement for ingress and egress recorded in Liber 19412, Page 649.
20. Reciprocal Temporary Construction Access Easement for a temporary and non-exclusive easement for access, storm and sanitary sewer recorded in Liber 19412, Page 663.
21. Consent Order and the terms, conditions, provisions and restrictions contained therein as recorded in Liber 19623, Page 63.
22. Easement granted to Detroit Edison Company recorded in Liber 21565, Page 777.
23. Storm Drain Easement recorded in Liber 20992, Page 516.
24. Agreement between Oakland County Drain Commissioner and Singh of Tollgate Woods, L.L.C., a Michigan Limited Liability Company recorded in Liber 21853, Page 654.
25. Assignment of Developer's Rights Under Condominium Documents recorded in Liber 20971, Page 46.
26. Declaration of Reciprocal Temporary Construction Access Easement recorded in Liber 20992, Page 563.
27. Declaration of Storm Water Drainage and Sedimentation Basin Easement recorded in Liber 20992, Page 547.
28. Declaration of Reciprocal Access and Utility Easement recorded in Liber 20992, Page 525.
29. Easement granted to Detroit Edison Company recorded in Liber 22832, Page 18.
30. Declaration of Easements, Covenants and Restriction recorded in Liber 22145, Page

1. First Amendment to Declaration of Easements, Covenants and Restrictions recorded in Liber 35464, Page 851.

31. Rights of tenants now in possession of the land under unrecorded leases or otherwise.



**COMMITMENT FOR
TITLE INSURANCE**

Issued by
Transnation Title Insurance Company

Transnation Title Insurance Company, an Arizona corporation, licensed to do business in the State of Michigan, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate ninety (90) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Attest:

Secretary



TRANSNATION TITLE INSURANCE COMPANY

By:

President

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES**FOR ALL MORTGAGE POLICIES:**

Estoppel certificate on form provided by this Company signed by or on behalf of all mortgagors acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

FOR ALTA MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Proper sworn statements and waivers showing payment or release of lien rights covering improvements made on subject land in the last 90 days or satisfactory proof that no improvements have been made within the last 90 days.
Satisfactory survey by an approved surveyor showing no variation in location or dimensions, encroachments or adverse rights; and such evidence of possession as may be required.

PROVISIONS APPLICABLE TO ALL POLICIES:

If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject land which may arise after the date hereof and which have not been eliminated to the satisfaction of the Company. This Commitment is subject to the terms, provisions, conditions and stipulations of the form of policy applied for by the respective applicants. Owner's Policies and Mortgage Policies With Exceptions will be issued with the standard exceptions set forth below.

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the Register of Deeds of the county in which the subject land is located, the policy to be issued will contain a clause providing that there shall be no liability thereunder to the extent that loss or damage arises from the failure to record the instrument or instruments necessary to evidence such estate or interest.

EXCLUSIONS FROM COVERAGE FOR ALL POLICIES

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

EXCLUSIONS FROM COVERAGE APPEARING ONLY IN MORTGAGE POLICIES

1. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
2. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
3. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
4. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

5. Any Claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

EXCLUSION FROM COVERAGE APPEARING ONLY IN OWNER'S POLICIES

Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the Public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

Any Claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
- (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

STANDARD EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

OWNER'S POLICIES:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanic's liens not of record.
4. The dower or homestead rights if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.

MORTGAGE POLICIES WITH EXCEPTIONS:

1. Rights of claims of parties in possession not shown of record.
2. Mechanic's liens not of record.
3. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.

CONDITIONS AND STIPULATIONS

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



November 12, 2008

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

*Privileged and Confidential Correspondence
From City Attorney*

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Rob Hayes, City Engineer
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Tollgate Woods
Our File No. 660098.NOV1**

Dear Mr. Hayes:

We are enclosing an Easement for a Storm Sewer System and Sedimentation Control Basin that was submitted in connection with the utilities and street acceptance documentation for Phase I of the Tollgate Woods Subdivision. The intent of the easement is to permit the City to construct, operate, maintain and repair the storm sewer system and sedimentation basins located within Phase I of Tollgate Woods.

It would be unusual for the City to accept and/or to operate and maintain sedimentation located within in the private common areas of a single-family residential subdivision. In addition to implying that the City will maintain and repair the basins, the easement contains indemnity provisions that could make the City liable for flooding or back-ups of the basin the City would not otherwise have liability for.

Additionally, there is an existing easement for surface drainage and woodland and wetland preservation on the plat. The terms of the easement for woodland and wetland preservation are defined in the Declaration of Easements, Covenants and Restrictions for Tollgate Woods Subdivision No. 1 and Tollgate Woods Subdivision No. 2. Section 1.4.5 of the Declaration provides for permanent preservation of Tollgate Park and Thoreau Park in the natural undeveloped condition, except that it permits the developer to install the improvements shown on the plat.

COUNSELORS AT LAW

The provision also prohibits alteration of the area without a permit from governmental agencies with the proper jurisdiction. Therefore, this would also seem to prohibit the Subdivision Association from maintaining the basins without violating the Conservation Easement, though the Declaration indicates the Association is responsible for maintaining all common areas in the Subdivision.

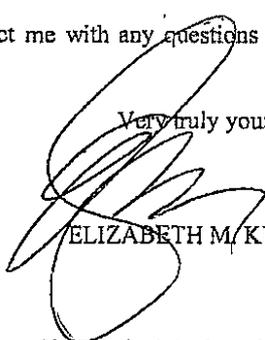
At the time the plat received final approval in 2000, the City's Storm Water Management Ordinance had not been adopted, therefore there may not be a storm water management plan for the project. However, until such time as we can locate materials from planning files to clarify this issue, we recommend not accepting the easement.

Additionally, we are enclosing a Watermain Easement that was provided with respect to the Tollgate Woods Subdivision. It is labeled "Future Water Main Easement." Though all water main easements should be dedicated on the plat without need for a separate easement, we have been unable to locate the easement on the plat. If the City confirms the Watermain Easement is on the plat, the Watermain Easement should not be accepted as a separate easement document as it is unnecessary.

In all events, we would recommend considering these two matters separately from the street and utility acceptance for Phase I of Tollgate Woods.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK
Enclosures

C: Maryanne Cornelius, Clerk (w/Original Enclosures)
Benny McCusker, DPW Director (w/Enclosures)
Steve Ruple, Director of Community Development (w/Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Department (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

WATERMAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Singh of Tollgate Woods, L.L.C. whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, hereby conveys to the CITY OF NOVI, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile, Novi, Michigan 48375, a permanent easement for operating, maintaining and/or repairing a water main system in, over, upon and through the following described premises situated in the City of Novi, Oakland County, State of Michigan, to wit:

SEE EXHIBIT "A" FOR THE DESCRIPTION OF THE SUBJECT PROPERTY ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" FOR THE DESCRIPTION AND DRAWING OF THE WATER MAIN EASEMENT ATTACHED HERETO AND MADE A PART HEREOF.

For the sum of (\$1.00) One Dollar. As further consideration for the granting of this easement, the City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, suits, costs or other expenses which the Grantor may suffer, sustain, or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein.

The Temporary Construction Easement described in Exhibit "B" shall terminate upon the completion of construction and acceptance of the watermain by the City of Novi.

The acquisition of the property rights conveyed herein is an exercise of the City of Novi's eminent domain authority by purchase of lieu of condemnation.

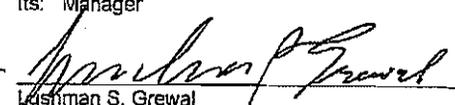
This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 17th day of July, 2000.

Witnesses:

SINGH OF TOLLGATE WOODS, L.L.C.
A Michigan limited liability company
By: Singh General Corp.
Its: Manager


G. Michael Kahm


Lushman S. Grewal
Vice President


Jane E. Dietrich

STATE OF MICHIGAN) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17th day of July, 2000, by Lushman S. Grewal, Vice President of Singh General Corp., Manager of Singh of Tollgate Woods, L.L.C., a Michigan limited liability company.


Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06-08-2001

When recorded, return to:
Gary E. Bowman
JCK & Associates, Inc.
46560 Grand River Avenue
PO Box 759
Novi, MI 48376

EXHIBIT "A"

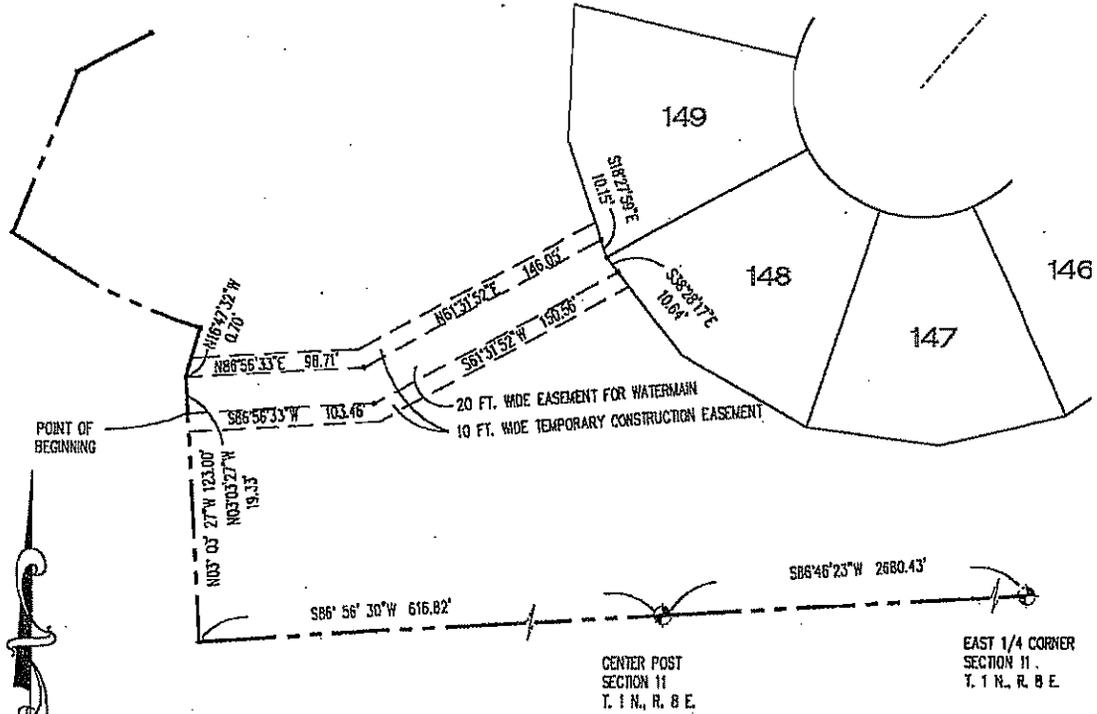
Legal Description

Toilgate Woods Subdivision
Novi, Michigan

Land located in the North 1/2 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, is described as follows: Beginning at the East 1/4 Corner of Section 11, thence along the East-West 1/4 line, South 86°46'21" West 2681.99 feet to the center post of said Section 11; thence along the East-West 1/4 line, South 86°56'34" West 616.82 feet; thence along a portion of the East line of Vista Hills Condominiums (OCCSP #822, Liber 1480, Page 123-201; Oakland County Records) the following 14 courses: Thence North 03°03'27" West 142.33 feet; thence North 16°47'32" East 28.00 feet; thence 88.36 feet along a non-tangent curve to the right (having a central angle of 16°52'28", a radius of 300.00 feet and a long chord bearing North 64°46'14" West 88.04 feet); thence North 56°20'00" West 26.52 feet; thence North 21°29'36" East 93.72 feet; thence North 62°02'14" East 45.22 feet; thence North 13°23'54" East 72.71 feet; thence North 11°08'35" West 125.93 feet; thence North 27°38'18" West 72.00 feet; thence North 03°38'10" East 64.56 feet; thence North 51°05'57" West 169.78 feet; thence North 45° 45'20" West 106.61 feet; thence North 22°36'05" East 218.62 feet; and thence North 29°34'55" East 67.61 feet; thence South 70°59'23" East 235.30 feet; thence North 72°42'02" East 378.46 feet; thence North 12°09'56" East 254.23 feet; thence North 51°22'23" East 74.91 feet; thence South 40°40'13" East 227.21 feet; thence South 68°22'53" East 183.15 feet; thence North 22°21'11" East 83.14 feet; thence North 29°58'49" East 83.14 feet; thence North 38°38'47" East 83.15 feet; thence North 44°12'38" East 83.09 feet; thence North 30°48'36" West 70.00 feet; thence North 59°11'34" East 144.52 feet; thence North 00°09'44" West 206.91 feet; thence along the centerline of proposed Brownstone Drive, North 89°48'28" East 190.16 feet; thence South 00°11'32" East 200.00 feet; thence North 77°42'47" East 71.59 feet; thence North 89°48'28" East 210.00 feet; thence South 73°06'16" East 230.00 feet; thence South 29°04'46" East 189.71 feet; thence South 46°56'28" East 69.60 feet; thence South 32°32'22" East 120.00 feet; thence South 17°56'28" East 83.20 feet; thence South 13°16'02" East 140.00 feet; thence South 89°27'44" East 60.00 feet; thence South 88°07'57" East 80.00 feet; thence South 81°40'24" East 80.00 feet; thence South 75°12'51" East 80.00 feet; thence South 68°45'17" East 80.00 feet; thence South 62° 17'44" East 80.00 feet; thence South 55°50'10" East 80.00 feet; thence South 49°22'08" East 80.20 feet; thence South 42°53'00" East 80.46 feet; thence South 36°22'35" East 80.72 feet; thence South 30°39'15" East 82.49 feet; thence South 29°51'16" East 70.00 feet; thence South 43°59'02" East 60.00 feet; thence South 83°13'10" East 55.00 feet; thence North 66°18'07" East 61.36 feet; thence North 88°21'31" East 288.64 feet; thence along the East line of said Section 11, South 02°48'42" East 365.04 feet to the point of beginning. Containing 83.1158 acres.

Property Tax I.D. Number 50-22-11-200-013

EXHIBIT "B"



FUTURE WATERMAIN EASEMENT (TOLLGATE WOODS)

A TWENTY FOOT WIDE EASEMENT FOR WATERMAIN IS DESCRIBED AS FOLLOWS:
 COMMENCING AT THE EAST 1/4 CORNER OF SECTION 11, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THENCE ALONG THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 11, S 86°46'23" W, 2680.43 FT. TO THE CENTER OF SAID SECTION 11; THENCE CONTINUING ALONG SAID EAST-WEST 1/4 SECTION LINE, S 86°56'30" W, 616.82 FT.; THENCE ALONG THE EASTERLY LINE OF "VISTA HILLS" (OAKLAND COUNTY SUBDIVISION PLAN No. 822, AS RECORDED IN L. 14820, PAGES 123 TO 201, OAKLAND COUNTY RECORDS), N. 03°03'27" W. 123.00 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE, N. 03°03'27" W. 19.33 FT.; THENCE N.16°47'32"E. 0.70 FT.; THENCE N. 86°56'33" E. 98.71 FT.; THENCE N. 61°31'52" E. 146.05 FT.; THENCE S.18°27'59"E. 10.15 FT.; THENCE S.38°28'17"E 10.64 FT.; THENCE S. 61°31'52" W. 150.56 FT.; THENCE S. 86°56'33" W. 103.46 FT. TO THE POINT OF BEGINNING.

TOGETHER WITH A 10 FT. WIDE TEMPORARY CONSTRUCTION EASEMENT ADJACENT TO THE NORTHERLY AND SOUTHERLY LINES OF THE AFOREMENTIONED 20 FT. WIDE WATERMAIN EASEMENT.

SECTION 11	TOWN 01 NORTH, RANGE 08 EAST CITY OF NOVI	OAKLAND	COUNTY, MICHIGAN
SPALDING DeDECKER ASSOCIATES, INC.		DRAWN: PJK	DATE: 4/24/00
ENGINEERS	SURVEYORS	APPROVED: LOVE	DATE: 6/08/00
ROCHESTER HILLS, MICHIGAN	PHONE (248)844-5400	SCALE: 1" = 80'	JOB NO. DV99-002

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Singh of Tollgate Woods L.L.C., a Michigan Limited Liability Company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, ("Grantor") hereby donates as a gift to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, ("Grantee") being exempt pursuant to MCLA 207.505(a), an easement for constructing, operating, maintaining, repairing and/or replacing a Storm Sewer System and Sedimentation Control Basins in, over, upon and through the following described premises situated in Northeast ¼ of Section 11, T1N, R8E, City of Novi, Oakland County, State of Michigan, to wit:

A permanent easement being more particularly described as follows:

See Attached Description

As further consideration for the granting of this easement, the City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, suits, costs or other expenses which the Grantor may suffer, sustain, or be subject to caused either wholly or in part, directly or indirectly, by reason of use of the above premises pursuant to the rights granted herein.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the City.

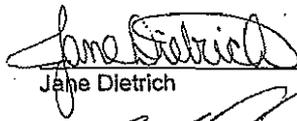
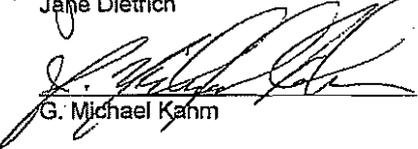
This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

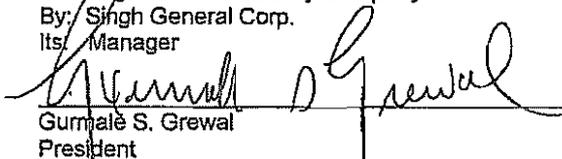
Dated this 12th day of November, 1999.

Signed in the presence of:
L.L.C.

Signed by: SINGH OF TOLLGATE WOODS

A Michigan Limited Liability Company
By: Singh General Corp.
Its Manager


Jane Dietrich

G. Michael Kahn


Gurmale S. Grewal
President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

The foregoing instrument was acknowledged before me this 12th day of November, 1999, by Gurmale S. Grewal, President of Singh General Corp., Manager of Singh of Tollgate Woods L.L.C., a Michigan Limited Liability Company.

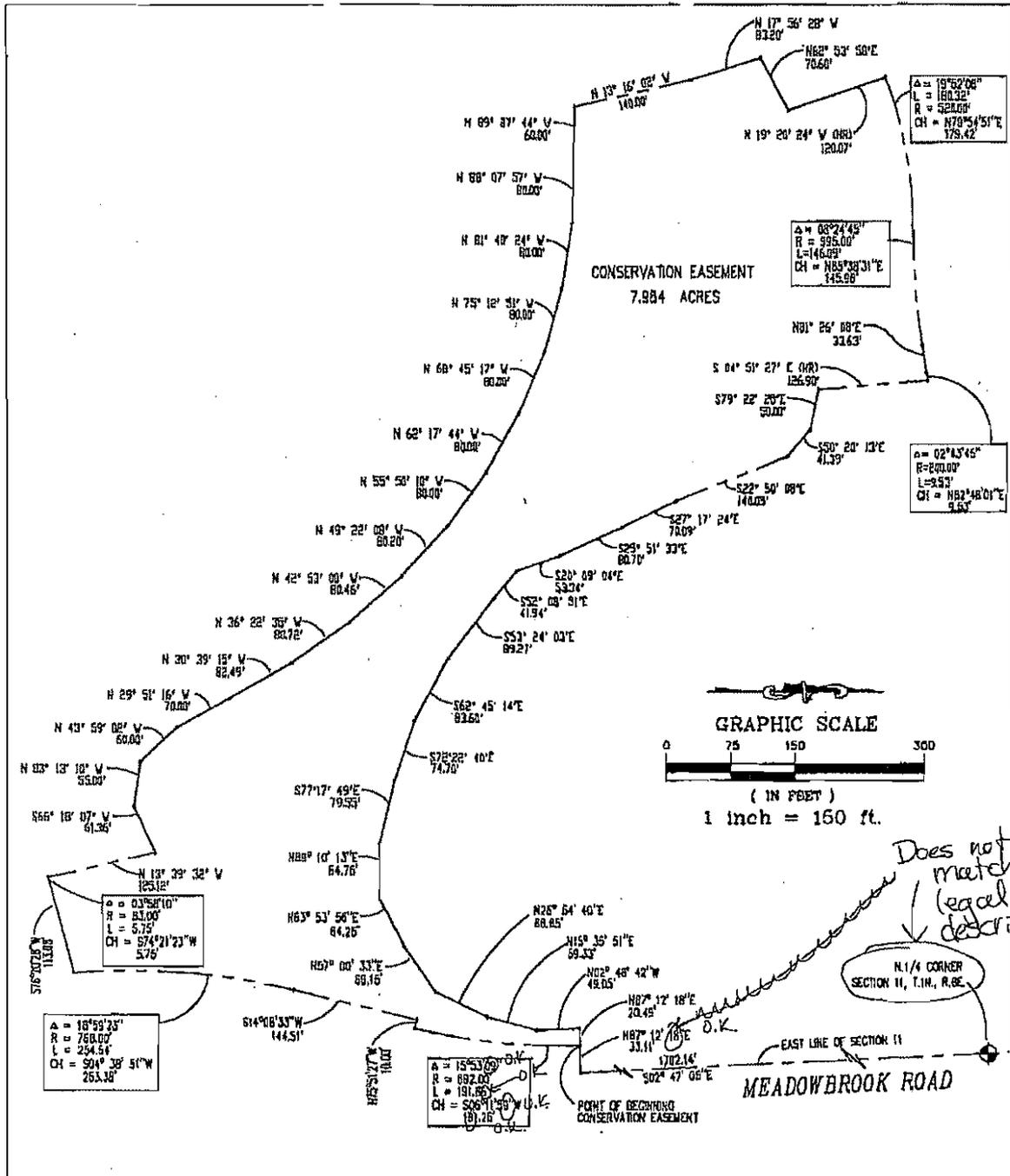

Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06/08/2001

Drafted By:
Singh Development Co., Ltd.
7125 Orchard Lake Road
Suite 200
West Bloomfield, MI 48322

When recorded, return to:
Gary E. Bowman
JCK & Associates, Inc.
P.O. Box 759
Novi, Michigan 48376

Storm Water and Sedimentation Basin Easement

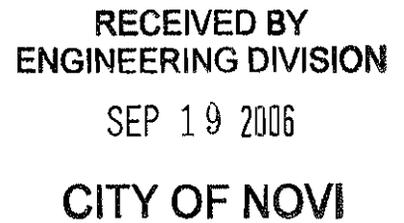
A parcel of land located in the northeast ¼ of Section 11, T.1.N., R.8E., City of Novi, Oakland County, Michigan, is described as follows: Commencing at the northeast corner of said Section 11, thence along the east section line (and the centerline of Meadowbrook Road) S.02°47'05"E. 1792.14 FT.; Thence S.87°12'55"W. 33.11 FT. to the point of beginning; Thence along the westerly right-of-way line of Meadowbrook Road (66 FT. wide) the following 3 courses: 1) 191.87 FT. along a curve to the right (having a central angle of 15°53'11", a radius of 692.00 FT. and a chord bearing S.06°11'58"W. 191.26 FT.), 2) S.14°18'33"W. 144.51 FT., and 3) 154.27 FT. along a curve to the left (having a central angle of 11°39'40", a radius of 758.00 FT. and a chord bearing S.08°18'43"W. 154.01 FT.); Thence S.88°21'31"W. 152.98 FT.; Thence S.66°18'07"W. 65.36 FT.; Thence N.83°13'10"W. 55.00 FT.; Thence N.43°59'02"W. 60.00 FT.; Thence N.29°51'16"W. 70.00 FT.; Thence N.30°39'15"W. 82.49 FT.; Thence N.36°22'35"W. 80.72 FT.; Thence N.42°53'00"W. 80.46 FT.; Thence N.49°22'08"W. 80.20 FT.; Thence N.55°50'10"W. 80.00 FT.; Thence N.62°17'44"W. 80.00 FT.; Thence N.68°45'17"W. 80.00 FT.; Thence N.75°12'51"W. 80.00 FT.; Thence N.81°40'24"W. 80.00 FT.; Thence N.88°07'57"W. 80.00 FT.; Thence N.89°27'44"W. 60.00 FT.; Thence N.13°16'02"W. 140.00 FT.; Thence N.17°56'28"W. 83.20 FT.; Thence N.62°53'58"E. 70.60 FT.; Thence N.19°20'24"W. 120.07 FT.; Thence 180.32 FT. along a non-tangent curve to the right (having a central angle of 19°52'06", a radius of 520.00 FT. and a chord bearing N.79°54'51"E. 179.42 FT.); Thence 146.09 FT. along a tangent curve to the left (having a central angle of 08°24'45", a radius of 995.00 FT. and a chord bearing N.85°38'31"E. 145.96 FT.); Thence N.81°26'08"E. 33.63 FT.; Thence 9.53 FT. along a tangent curve to the right (having a central angle of 02°43'45", a radius of 200.00 FT. and a chord bearing N.82°48'01"E. 9.53 FT.); Thence S.04°51'27"E. 126.90 FT.; Thence S.79°22'25"E. 50.00 FT.; Thence S.50°20'13"E. 41.39 FT.; Thence S.22°50'08"E. 140.05 FT.; Thence S.27°17'24"E. 70.09 FT.; Thence S.25°51'33"E. 80.70 FT.; Thence S.20°09'04"E. 53.34 FT.; Thence S.52°08'51"E. 41.94 FT.; Thence S.53°24'03"E. 89.27 FT.; Thence S.62°45'14"E. 83.60 FT.; Thence S.72°22'40"E. 74.70 FT.; Thence S.77°17'49"E. 79.55 FT.; Thence N.89°10'13"E. 64.76 FT.; Thence N.63°53'56"E. 64.25 FT.; Thence N.57°00'33"E. 66.15 FT.; Thence N.26°54'40"E. 66.65 FT.; Thence N.15°35'51"E. 59.33 FT.; Thence N.02°48'42"W. 49.05 FT.; Thence N.87°11'18"E. 20.49 FT. to the point of beginning. Containing 7.725 acres.



SECTION 11	TOWN 1 NORTH, RANGE 8 EAST CITY OF NOW	OAKLAND	COUNTY, MICHIGAN
SPALDING, DeDECKER & ASSOCIATES, INC. ENGINEERS SURVEYORS MADISON HEIGHTS, MICHIGAN PHONE (810)585-5545		DRAWN: PJK APPROVED: DL SCALE: 1" = 150'	DATE: 11/15/99 DATE: 11/15/99 JOB NO. DV89-002



September 18, 2006



30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Rob Hayes, City Engineer
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

**Re: Tollgate Ravines
Acceptance of Streets and Utilities
Our File No. 660091.NOVI**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find copies of the following documents regarding the Tollgate Ravines Condominium:

1. Warranty Deed (Streets)
2. Sanitary Sewer Easement
3. Water System Easement
4. Bill of Sale for sanitary sewer, and water main facilities located within the streets and public right of way areas described on the attached Exhibit A, and sanitary sewer and water system easement areas.
5. Emergency Access Easement
6. Detention Basin Access Easement
7. Commitment for Title Insurance

The Developer of the Tollgate Ravines Condominium seeks to convey the adjacent portion of Meadowbrook Road, Brownstone Road, Cummins Lane, Twain Place, Hemmingway Drive, Thoreau Ridge, and Eastman Trail to the City for public use and maintenance. The Developer also seeks to convey the water main, and sanitary sewer facilities located within the right of way of those streets to the City. The Master Deed for Tollgate Ravines provides that the Developer retains the right to dedicate the streets and utilities within the Condominium without the consent of any co-owners while the Developer owns any unit within the Condominium. The Commitment for Title Insurance provided confirms that the Developer owns several units within the Condominium and thus retains the right to complete dedication of streets and utilities without consent of the Co-Owners or Association.

Rob Hayes, City Engineer
September 18, 2006
Page 2

Documents 1 through 6, above, have been reviewed by our office as to the format, language, and content. The format, language and content of the documents are in order.

It is our understanding that Engineering has reviewed and approved all of the legal descriptions with respect to the streets and locations of the utilities being dedicated within the Condominium.

Also, enclosed please find the Developer's request for waiver of Maintenance and Guarantee Bonds for the paving and utilities due to the age of the project.

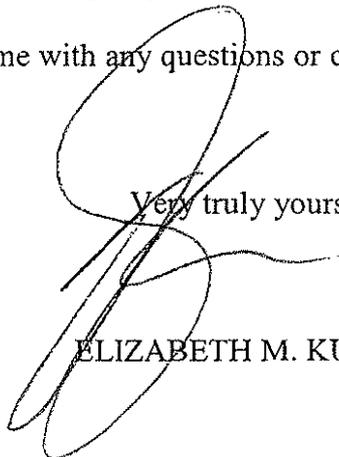
Finally, we note that Developer has provided a Storm Sewer Easement and Detention Basin Access Easement for the purpose of permitting the City access to the Storm Drainage Maintenance Facilities on-site in the event it is necessary to do so. The language of the easement permits the City to assess the property owner for maintenance expenses. These Easements are similar to the City's Storm Drainage Facility Maintenance Agreement. It is the Association's obligation to maintain the Storm Sewer System as set forth in Article IV of the Master Deed for the Condominium. We would recommend the acceptance of these easements for the purpose of permitting City enforcement of that Master Deed provision.

Subject to the City's determination regarding the waiver of Maintenance and Guarantee Bonds, based on the documents provided, we recommend acceptance of the streets and utilities, as noted above, by the City.

Once acceptance has been completed, the original Warranty Deed should be tax certified by Oakland County and recorded with the Oakland County Register of Deeds. The Sanitary Sewer, Water Main Easements, Emergency Access Easement, and the Storm Sewer and Detention Basin Access Easements should also be recorded with the Oakland County Register of Deeds. The original Bill of Sale should be maintained in the City's file. The originals have been enclosed with the copy of this letter going to the City Clerk's Office.

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

Very truly yours,



ELIZABETH M. KUDLA

Rob Hayes, City Engineer
September 18, 2006
Page 3

EMK

Enclosures

cc(w/o enc.): Maryanne Cornelius, Clerk (w/original enc.)
Clay Pearson, Assistant City Manager
Marina Neumaier, Assistant Finance Director
Aaron Staup, Construction Engineering Coordinator (w/enc.)
Sarah Marchioni, Building Department
Jane Dietrich, Singh Development
Thomas R. Schulz, Esq.

C:\NrPortbl\manage\BKUDLA\849391_1.DOC

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Singh of Tollgate Ravines, L.L.C., a Michigan limited liability company,

whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322

Convey(s) and Warrant(s) to the City of Novi

whose address is 45175 West Ten Mile Road, Novi, Michigan 48375

the following described premises situated in the City of Novi, County of Oakland and State of Michigan, to wit:

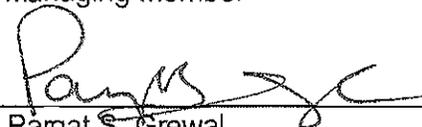
Land situated in the City of Novi, Oakland County, Michigan, described as:

SEE ATTACHED EXHIBIT "A"

This Warranty Deed is a voluntary conveyance and dedication of road right-of-way to the City of Novi, without payment of monetary consideration, pursuant to Article X, Section 3 of the Master Deed for Tollgate Ravines, Oakland County Condominium No. 1312 and all amendments thereto, said master Deed being on record at Liber 22084, Pages 491 thru 560, Oakland County Records.

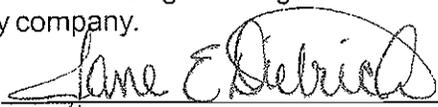
Dated this 17th day of July, 2006.

GRANTOR:
SINGH OF TOLLGATE RAVINES, L.L.C.
A Michigan Limited Liability Company
By: Singh Land Company
Its: Managing Member

By: 
Pargat S. Grewal
Its: Vice President

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17th day of July, 2006, by Pargat S. Grewal, Vice President of Singh Land Company, Managing Member of Singh of Tollgate Ravines, L.L.C., a Michigan limited liability company, on behalf of the said limited liability company.


Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06-08-2012
Acting in Oakland County

Drafted by, and when recorded return to:

Lawrence A. Kilgore
7125 Orchard Lake Road
Suite 200
West Bloomfield, MI 48322

EXHIBIT "A"

Meadowbrook Road; Brownstone Road, includes Cummins Lane and Twain Place; Hemingway Drive; Thoreau Ridge and Eastman Trail

A part of the Northeast 1 / 4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1001.05 feet, along the East line of said Section 11 and the centerline of Meadowbrook Road, to the Point of Beginning; thence continuing South 02°47'05" East, 791.09 feet, along the East line of said Section 11 and the centerline of said Meadowbrook Road, (said point being North 02°47'05" East, 846.19 feet from the East 1 / 4 Corner of said Section 11); thence South 87°12'55" West, 33.00 feet; thence North 02°47'05" West, 791.11 feet, to the centerline of Brownstone Drive (70.00 feet wide); thence North 87°12'31" East, 33.00 feet, to the Point of Beginning.

And Also, (Brownstone Drive, Twain Place and Cummings Lane)

Commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1001.05 feet, along the East line of said Section 11 and the centerline of said Meadowbrook Road; thence South 87°12'31" West, 33.00 feet, along the centerline of said Brownstone Drive, to the Point of Beginning; thence South 02°47'05" East, 35.00 feet; thence South 87°12'31" West, 94.79 feet; thence South 02°48'42" East, 30.00 feet; thence South 87°12'31" West, 189.45 feet; thence 66.31 feet along a curve to the right, said curve having a radius of 565.00 feet, a central angle of 06°43'29" and a chord bearing and distance of North 89°25'45" West, 66.27 feet; thence North 86°04'01" West, 208.13 feet; thence 94.88 feet along a curve to the left, said curve having a radius of 435.00 feet, a central angle of 12°29'50" and a chord bearing and distance of South 87°41'03" West, 94.69 feet; thence South 81°26'08" West, 203.94 feet; thence 130.21 feet along a curve to the right, said curve having a radius of 695.00 feet, a central angle of 10°44'04" and a chord bearing and distance of South 86°48'10" West, 130.02 feet; thence North 03°35'05" East, 30.00 feet; thence 91.13 feet along a curve to the right, said curve having a radius of 665.00 feet, a central angle of 07°51'07" and a chord bearing and distance of North 83°58'04" West, 91.06 feet; thence North 80°02'31" West, 50.29 feet; thence 82.37 feet along a curve to the left, said curve having a radius of 465.00 feet, a central angle of 10°09'00" and a chord bearing and distance of North 85°06'49" West, 82.27 feet; thence South 89°48'28" West, 83.96 feet; thence South 00°11'32" East, 30.00 feet; thence South 89°48'28" West, 554.69 feet; thence North 00°26'46" West, 31.00 feet; thence South 89°48'28" West, 20.00 feet; thence North 00°11'32" West, 34.02 feet, to a point on the centerline of said Brownstone Drive; thence North 89°48'28" East, 658.78 feet, along the centerline of said Brownstone Drive; thence 88.58 feet along a curve to the right, said curve having a radius of 500.00 feet, a central angle of 10°09'00" and a chord bearing and distance of South 85°07'01" East, 88.46 feet, along the centerline of said Brownstone Drive; thence South 80°02'31" East, 50.29 feet, along the centerline of said Brownstone Drive; thence 203.67 feet along a curve to the left, said curve having a radius of 630.00 feet, a central angle of 18°31'21" and a chord bearing and distance of South 89°18'12" East, 202.78 feet, along the centerline of said Brownstone Drive; thence North 81°26'08" East, 203.94 feet, along the centerline of said Brownstone Drive; thence 109.07 feet along a curve to the right, said curve having a radius of 500.00 feet, a central angle of 12°29'53" and a chord bearing and distance of North 87°41'03" East, 108.85 feet, along the centerline of said Brownstone Drive; thence South 86°04'01" East, 208.13 feet, along the centerline of said Brownstone Drive; thence 58.68 feet along a curve to the left, said curve having a radius of 500.00 feet, a central angle of 06°43'29" and a chord bearing and distance of South 89°25'45" East, 58.65 feet, along the centerline of said Brownstone Drive; thence North 87°12'31" East, 284.23 feet, along the centerline of said Brownstone Drive, to the Point of Beginning.

And Also, (Hemingway Drive)

Commencing at the Northeast corner of Unit 9, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence 60.06 feet along a curve to the right, said curve having a radius of 465.00 feet, a central angle of 07°24'03" and a chord bearing and distance of South 84°51'59" East, 60.02 feet; thence South 03°35'05" West, 130.44 feet; thence 185.30 feet along a curve to the left, said curve having a radius of 356.75 feet, a central angle of 29°45'37" and a chord bearing and distance of South 11°17'56" East, 183.22 feet; thence 60.56 feet along a curve to the left, said curve having a radius of 580.00 feet, a central angle of 05°58'57" and a chord bearing and distance of South 72°02'39" West, 60.53 feet; thence 207.81 feet along a curve to the right, said curve having a radius of 416.75, a central angle of 28°34'11" and a chord bearing and distance of North 10°42'14" West, 205.66 feet; thence North 03°35'05" East, 132.06 feet, to the Point of Beginning.

And Also, (Thoreau Ridge)

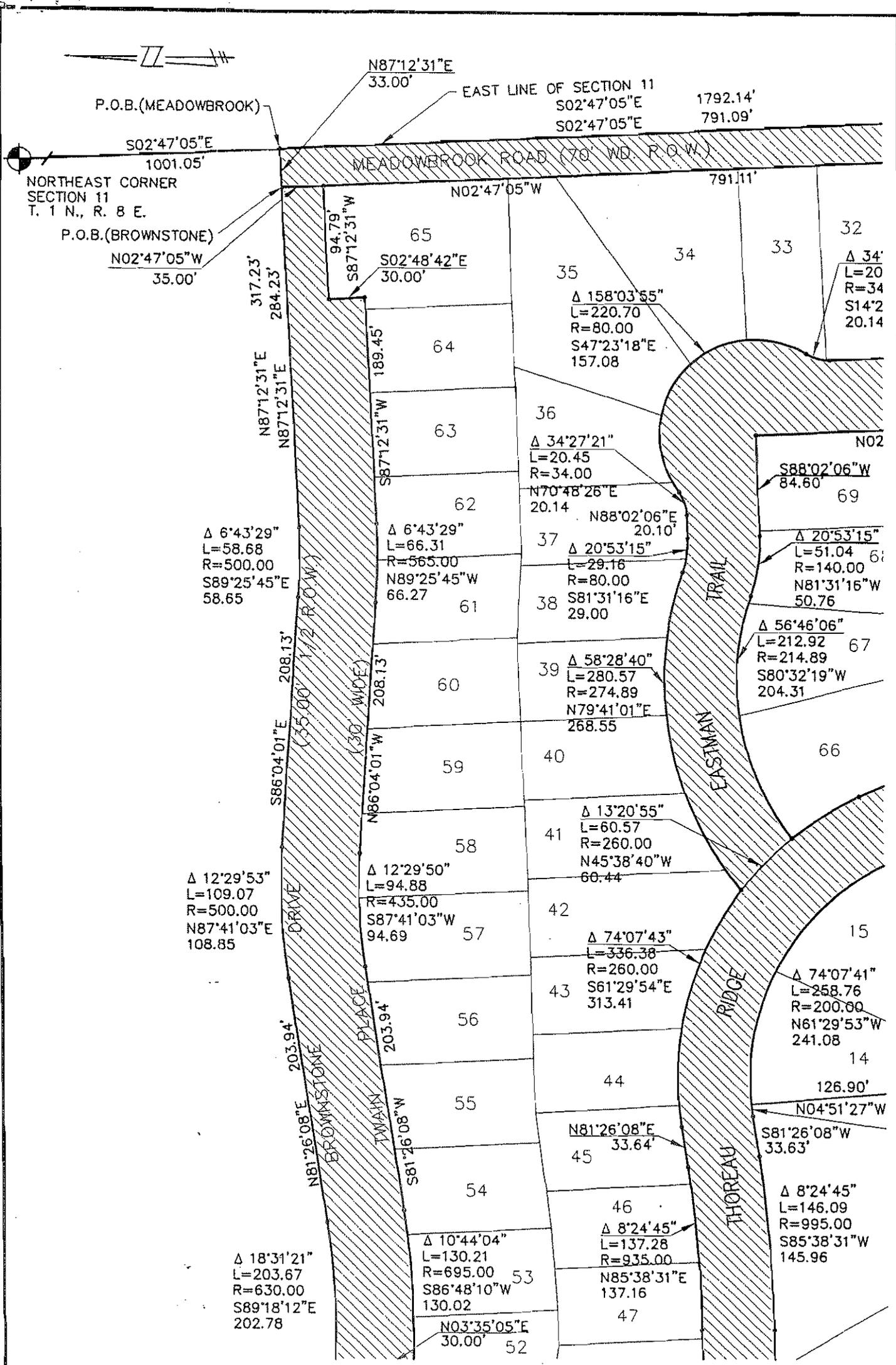
Commencing at the Southeast corner of Lot 72, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence South 32°01'15" East, 80.00 feet; thence 90.66 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 64°55'38" and a chord bearing and distance of North 89°33'25" West, 85.88 feet; thence 18.67 feet along a curve to the left, said curve having a radius of 37.32 feet, a central angle of 28°39'41" and a chord bearing and distance of North 69°26'07" West, 18.48 feet; thence 275.26 feet along a curve to the right said curve having a radius of 260.00 feet, a central angle of 60°39'32" and a chord bearing and distance of North 54°43'29" West, 262.58 feet; thence North 24°23'43" West, 247.25 feet; thence 258.76 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 74°07'41" and a chord bearing and distance of North 61°29'53" West, 241.08 feet; thence South 81°26'08" West, 33.63 feet; thence 146.09 feet along a curve to the right, said curve having a radius of 995.00 feet, a central angle of 08°24'45" and a chord bearing and distance of

Exhibit "A" (continued)

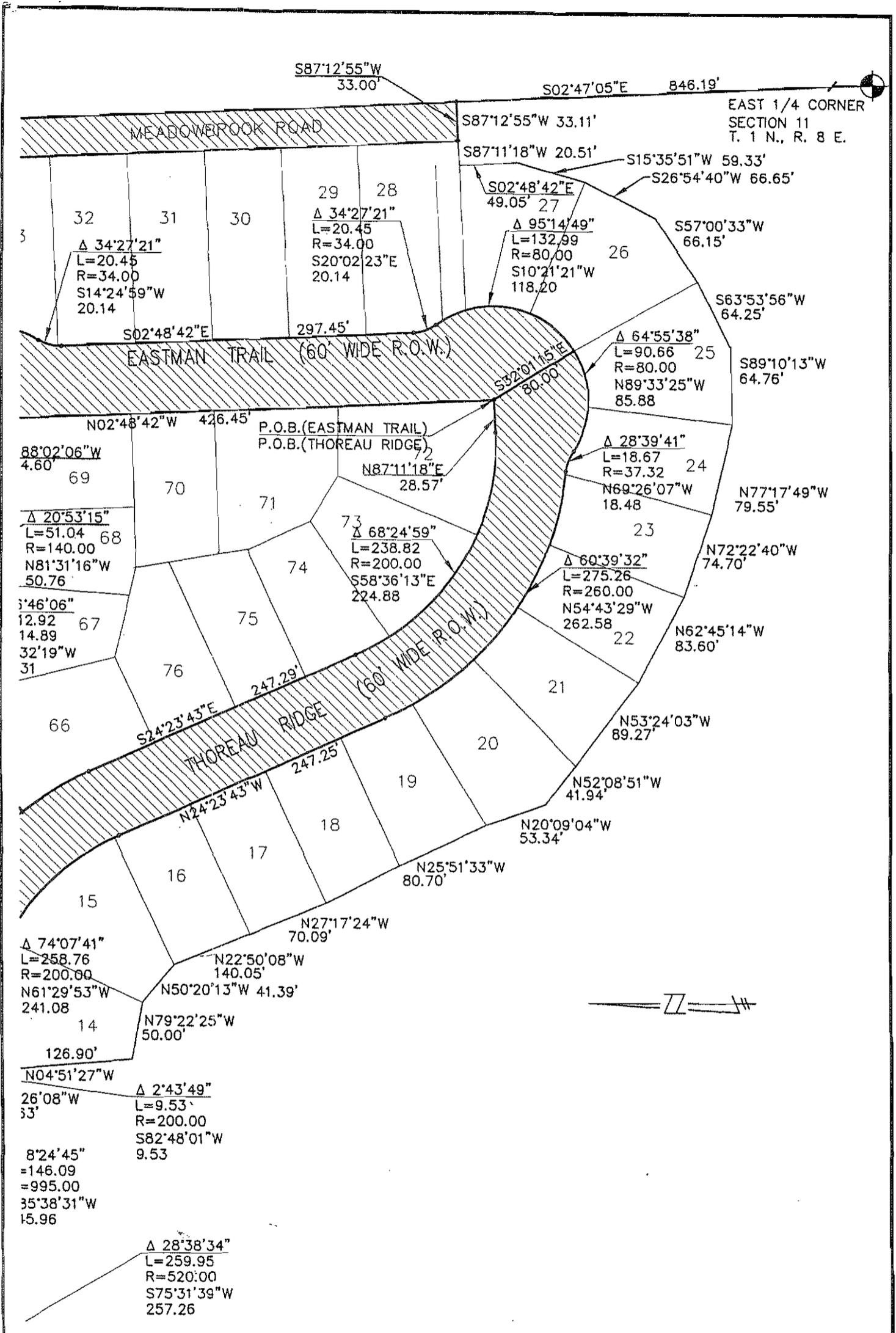
South 85°38'31" West, 145.96 feet; thence 259.95 feet along a curve to the left, said curve having a radius of 520.00 feet, a central angle of 28°38'34" and a chord bearing and distance of South 75°31'39" West, 257.26 feet; thence 19.08 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 16°18'46" and a chord bearing and distance of South 53°03'01" West, 19.01 feet; thence South 40°16'45" West, 23.80 feet; thence 14.12 feet along a curve to the right, said curve having a radius of 67.00 feet, a central angle 12°04'18" and a chord bearing and distance of South 46°19'00" West, 14.09 feet; thence South 52°21'15" West, 83.46 feet; thence 85.10 feet along a curve to the left, said curve having a radius of 500.00 feet, a central angle of 09°45'07" and a chord bearing and distance of North 37°38'40" West, 85.00 feet; thence North 52°21'15" East, 72.06 feet; thence 25.30 feet along a curve to the right, said curve having radius of 67.00 feet, a central angle of 21°38'08" and a chord bearing and distance of North 63°10'21" East, 25.15 feet; thence North 73°59'27" East, 22.73 feet; thence 16.70 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 14°16'43" and a chord bearing and distance of North 66°51'06" East, 16.65 feet; thence 305.06 feet along a curve to the right, said curve having a radius of 580.00 feet, a central angle of 30°08'09" and a chord bearing and distance of North 74°46'49" East, 301.56 feet; thence 137.28 feet along a curve to the left, said curve having a radius of 935.00 feet, a central angle of 08°24'45" and a chord bearing and distance of North 85°38'31" East, 137.16 feet; thence North 81°26'08" East, 33.64 feet; thence 336.38 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 74°07'43" and a chord bearing and distance of South 61°29'54" East, 313.41 feet; thence South 24°23'43" East, 247.29 feet; thence 238.82 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 68°24'59" and a chord bearing and distance of South 58°36'13" East, 224.88 feet; thence North 87°11'18" East, 28.57 feet, to the Point of Beginning.

And Also, (Eastman Trail)

Commencing at the Southeast corner of Lot 72, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence North 02°48'42" West, 426.45 feet; thence South 88°02'06" West, 84.60 feet; thence 51.04 feet along a curve to the right, said curve having a radius of 140.00 feet, a central angle of 20°53'15" and a chord bearing and distance of North 81°31'16" West, 50.76 feet; thence 212.92 feet along a curve to the left, said curve having a radius of 214.89 feet, a central angle of 56°46'06" and a chord bearing and distance of South 80°32'19" West, 204.31 feet; thence 60.57 feet along a curve to the left, said curve having a radius 260.00 feet, a central angle of 13°20'55" and a chord bearing and distance of North 45°38'40" West, 60.44 feet; thence 280.57 feet along a curve to the right, said curve having a radius of 274.89 feet, a central angle of 58°28'40" and a chord bearing and distance of North 79°41'01" East, 268.55 feet; thence 29.16 feet along a curve to the left, said curve having a radius of 80.00 feet, a central angle of 20°53'15" and a chord bearing and distance of South 81°31'16" East, 29.00 feet; thence North 88°02'06" East, 20.10 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance of North 70°48'26" East, 20.14 feet; thence 220.70 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 158°03'55" and a chord bearing and distance of South 47°23'18" East, 157.08 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance of South 14°24'59" West, 20.14 feet; thence South 02°48'42" East, 297.45 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance South 20°02'23" East, 20.14 feet; thence 132.99 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 95°14'49" and a chord bearing and distance South 10°21'21" West, 118.20 feet; thence North 32°01'15" West, 80.00 feet, to the Point of Beginning.



SECTION 11, T. 1 N., R. 8 E. CITY OF NOVI OAKLAND COUNTY, MICHIGAN			TOLLGATE RAVINES INGRESS/EGRESS + PUBLIC UTILITIES		EXHIBIT 'A'
REVISIONS					
NO.	ITEM	DATE			
			SCALE: 1" = 100'		
			DATE: 12-01-04		
			JOB NO.: 00-007		
			DWG FILE: 00-007EASE		
			DRAWN BY: DSW		
			CHECK: MLM		
			SHEET: 1 OF 3		
			SEIBER, KEAST & ASSOCIATES, INC. CONSULTING ENGINEERS	MILLETICS AND ASSOCIATES, L.L.C. LAND SURVEYORS	
			40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123 (248) 473-7880		



SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES

INGRESS/EGRESS + PUBLIC UTILITIES

EXHIBIT "A"

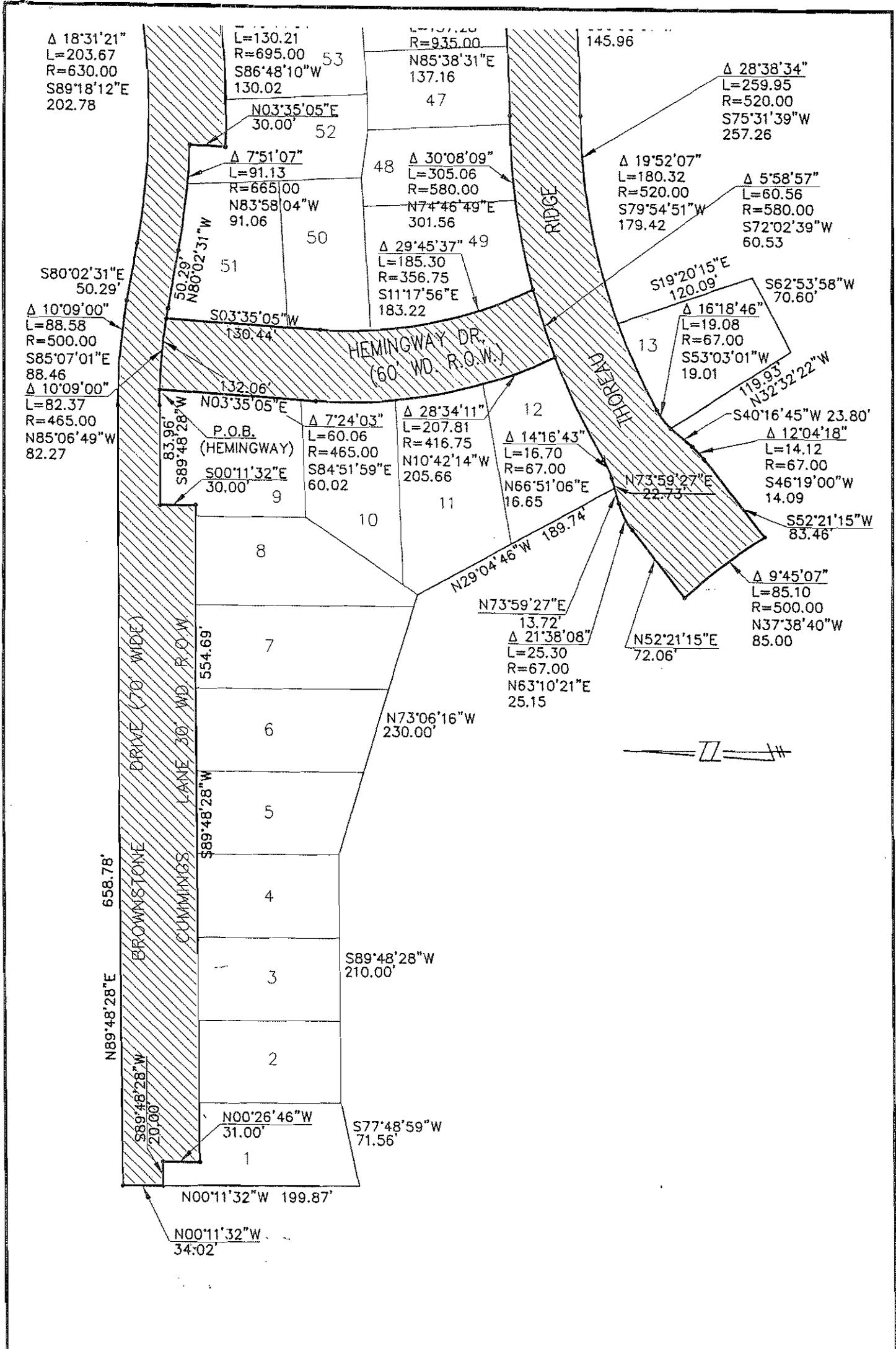
REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
DATE: 12-01-04
JOB NO.: 00-007
DWG FILE: 00-007EASE
DRAWN BY: DSW
CHECK: MLM
SHEET: 2 OF 3

 SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

 MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
(248) 473-7880



SECTION 11, T. 1 N., R. 8 E. CITY OF NOVI OAKLAND COUNTY, MICHIGAN		TOLLGATE RAVINES INGRESS/EGRESS + PUBLIC UTILITIES		EXHIBIT "A"	
REVISIONS		SCALE: 1" = 100'		SEIBER, KEAST & ASSOCIATES, INC. CONSULTING ENGINEERS MILLETICS AND ASSOCIATES, L.L.C. LAND SURVEYORS 40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123 (248) 473-7880	
NO.	ITEM	DATE	DATE: 12-01-04		
			JOB NO.: 00-007		
			DWG FILE: 00-007EASE		
			DRAWN BY: DSW		
			CHECK: MLM		
			SHEET: 3 OF 3		

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Singh of Tollgate Ravines L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

SEE ATTACHED EXHIBIT "A"

For and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, pursuant to Article X, Section 3 of the Master Deed for Tollgate Ravines, Oakland County Condominium No. 1312 and all amendments thereto, said Master Deed being on record at Liber 22048, Pages 491 thru 560, Oakland County Records does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for sanitary sewer, over, upon, across, in, through, and under the following described real property to-wit:

SEE ATTACHED EXHIBITS "B-1" and "B-2"

And to enter upon sufficient land adjacent to said sanitary sewer easement for the purpose of exercising the rights and privileges granted herein.

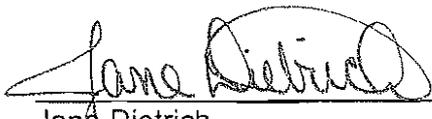
Grantee may install, repair, replace, improve, modify and maintain the sanitary sewer lines, and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, 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.

IN WITNESS WHERE, the undersigned Grantor has affixed his signature this 17th day of July, 2006.

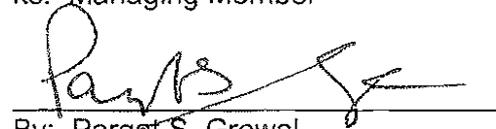
WITNESSES:



Jane Dietrich

GRANTOR:

Singh of Tollgate Ravines L.L.C
A Michigan limited liability company
By: Singh Land Company
Its: Managing Member



By: Pargat S. Grewal
Its: Vice President

STATE OF MICHIGAN) ss
COUNTY OF OAKLAND)

Subscribed and sworn before me this 17th day of July, 2006, by Pargat S. Grewal, Vice President of Singh Land Company, Managing Member of Singh of Tollgate Ravines L.L.C., a Michigan Limited Liability Company.



Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06-08-2012
Acting in Oakland County

THIS INSTRUMENT DRAFTED BY:

Singh Development, L.L.C.
7125 Orchard Lake Road, Suite 200
West Bloomfield, MI 48322

WHEN RECORDED, RETURN TO:

Elizabeth M. Kudla, Esquire
30903 Northwestern Highway
Farmington Hills, MI 48334

EXHIBIT "A"

Land situated in the City of Novi, Oakland County, Michigan, described as:

Units 2, 3, 4, 5, 6, 7, 8, 9, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 65, Tollgate Ravines Condominium, according to the Master Deed recorded in Liber 22048, Pages 491 through 560, both inclusive, of Oakland County Records and designed as Oakland County Condominium Subdivision Plan No. 1312, together with rights in General Common Elements and Limited Common Elements as set forth in the above described Master Deed and as described in Act 229 of the Public Acts of 1963 and Act 59 of the Public Acts of 1978, as amended.

Exhibit "B-1"

Legal Description Sanitary Sewer Easement

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1792.14 feet, along the East line of said Section 11 and the centerline of Meadowbrook Road; thence South 87°12'55" West, 33.00 feet; Thence North 02°47'05" West, 5.00 feet, to the Point of Beginning; thence South 87°11'18" West, 147.47 feet; thence 22.33 feet along a curve to the left, said curve having a radius of 80.00 feet, a central angle of 15°59'34" and a chord bearing and distance of North 28°50'28" West, 22.26 feet; thence North 87°11'18" East, 157.24 feet; thence South 02°47'05" East, 20.00 feet, to the Point of Beginning.

And Also, Commencing at the Northeast corner of Unit 69, "Tollgate Ravines" Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491 Oakland County Records, as amended, for a Point of Beginning; thence South 02°48'42" East, 6.00 feet; thence South 88°02'06" West, 4.68 feet; thence 53.23 feet along a curve to the right, said curve having a radius of 146.00 feet, a central angle 20°53'15" and a chord bearing and distance of North 81°31'16" West, 52.93 feet; thence 206.92 feet along a curve to the left, said curve having a radius of 208.89 feet, a central angle of 56°45'18" and a chord bearing and distance of South 80°32'43" West, 198.57 feet; thence 6.00 feet along a curve to the left, said curve having a radius 260.00 feet, a central angle of 01°19'20" and a chord bearing and distance of North 38°18'33" West, 6.00 feet; thence 212.92 feet along a curve to the right, said curve having a radius of 214.89 feet, a central angle of 56°46'06" and a chord bearing and distance of North 80°32'19" East, 204.31 feet; thence 51.04 feet along a curve to the left, said curve having a radius of 140.00 feet, a central angle 20°53'15" and a chord bearing and distance of South 81°31'16" East, 50.76 feet; thence North 88°02'06" East, 4.59 feet, to the Point of Beginning.

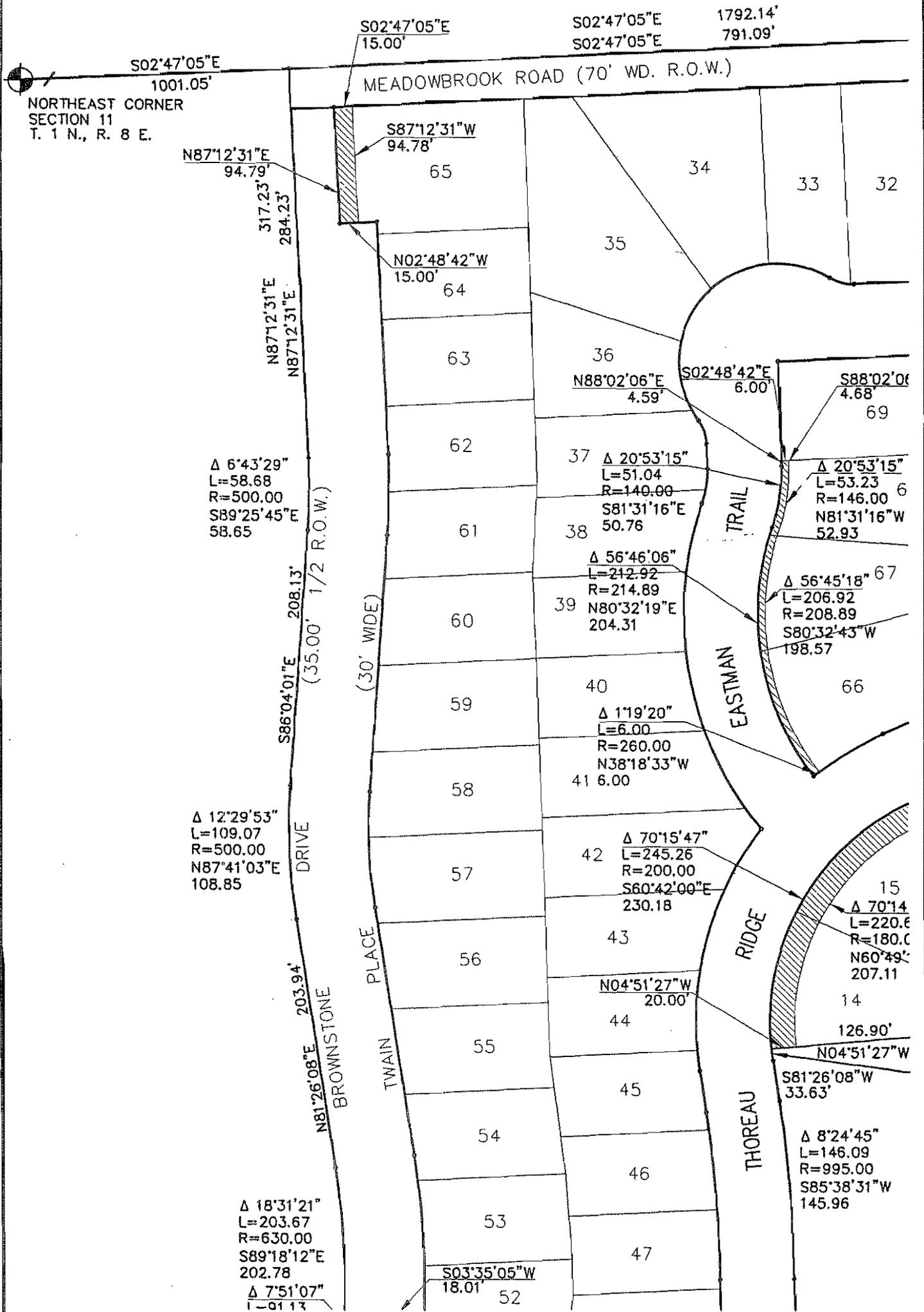
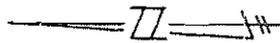
And Also, Commencing at the Northwest corner of Unit 14 of said "Tollgate Ravines", for a Point of Beginning; thence 245.26 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 70°15'47" and a chord bearing and distance of South 60°42'00" East, 230.18 feet; thence South 65°36'17" West, 20.00 feet; thence 220.67 feet along a curve to the left, said curve having a radius of 180.00 feet, a central angle of 70°14'28" and a chord bearing and distance of North 60°49'10" West, 207.11 feet; thence North 04°51'27" West, 20.00 feet, to the Point of Beginning.

And Also, Commencing at the Northwest corner of Unit 1 of said "Tollgate Ravines", for a Point of Beginning; thence North 89°48'28" East, 20.00 feet; thence South 00°11'32" East, 15.00 feet; thence South 89°48'28" West, 20.00 feet; thence North 00°11'32" West, 15.00 feet, to the Point of Beginning.

And Also, Commencing at the Northwest corner of Unit 9 of said "Tollgate Ravines", for a Point of Beginning; thence North 89°48'28" East, 83.96 feet; thence 13.21 feet along a curve to the right, said curve having a radius of 465.00 feet, a central angle 01°37'42" and a chord bearing and distance of South 89°22'27" East, 13.21 feet; thence South 03°35'05" West, 15.00 feet; thence 12.23 feet along a curve to the left, said curve having a radius of 450.00 feet, a central angle of 01°33'24" and a chord bearing and distance of North 89°24'36" West, 12.23 feet; thence South 89°48'28" West, 83.96 feet; thence North 00°11'32" West, 15.00 feet, to the Point of Beginning.

And Also, Commencing at the Northwest corner of Unit 51 of said "Tollgate Ravines", for a Point of Beginning; thence 9.09 feet along a curve to the right, said curve having a radius of 465.00 feet, a central angle of 01°07'14" and a chord bearing and distance of South 80°35'56" East, 9.09 feet; thence South 80°02'31" East, 50.29 feet; thence 91.13 feet along a curve left, said curve having a radius 665.00 feet, a central angle of 07°51'07" and a chord bearing and distance of South 83°58'04" East, 91.06 feet; thence South 03°35'05" West, 18.01 feet; thence 93.13 feet along a curve to the right, said curve having a radius of 683.00 feet, a central angle of 07°48'46" and a chord bearing and distance of North 83°56'54" West, 93.06 feet; thence North 80°02'31" West, 50.29 feet; thence 7.09 feet along a curve to the left, said curve having a radius of 447.00 feet, a central angle of 00°54'30" and a chord bearing and distance of North 80°29'34" West, 7.09 feet; thence North 03°35'05" East, 18.08 feet, to the Point of Beginning.

And Also, Commencing at the Northeast corner of Unit 65 of said "Tollgate Ravines", for a Point of Beginning; thence South 02°47'05" East, 15.00 feet; thence South 87°12'31" West, 94.78 feet; thence North 02°48'42" West, 15.00 feet; thence North 87°12'31" East, 94.79 feet, to the Point of Beginning



SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES SANITARY SEWER

Exhibit "B-1"

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
DATE: 12-01-04
JOB NO.: 00-007
DWG FILE: 00-007EASE
DRAWN BY: DSW
CHECK: MLM
SHEET: 1 OF 3

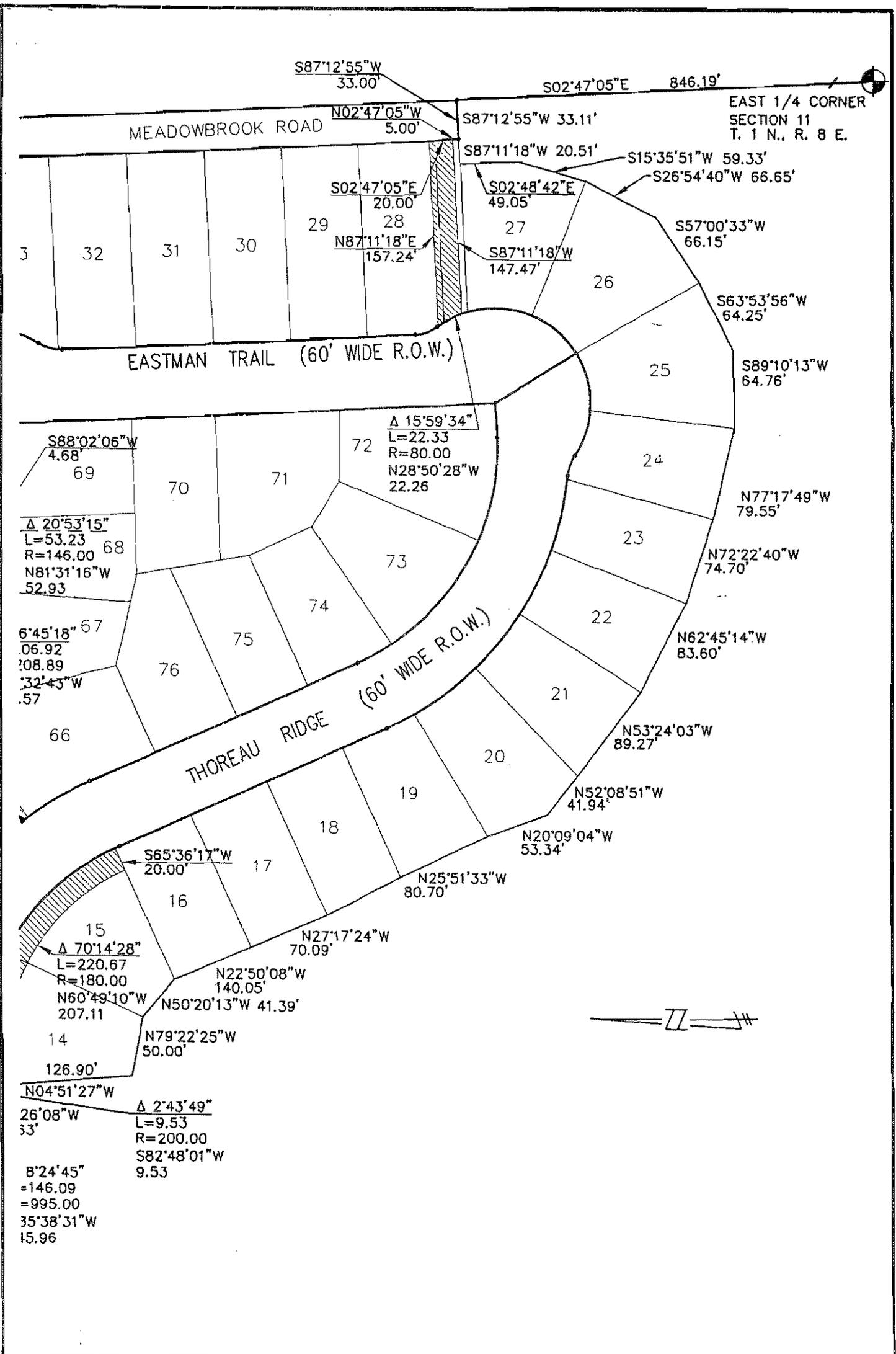


**SEIBER, KEAST &
ASSOCIATES, INC.**
CONSULTING ENGINEERS

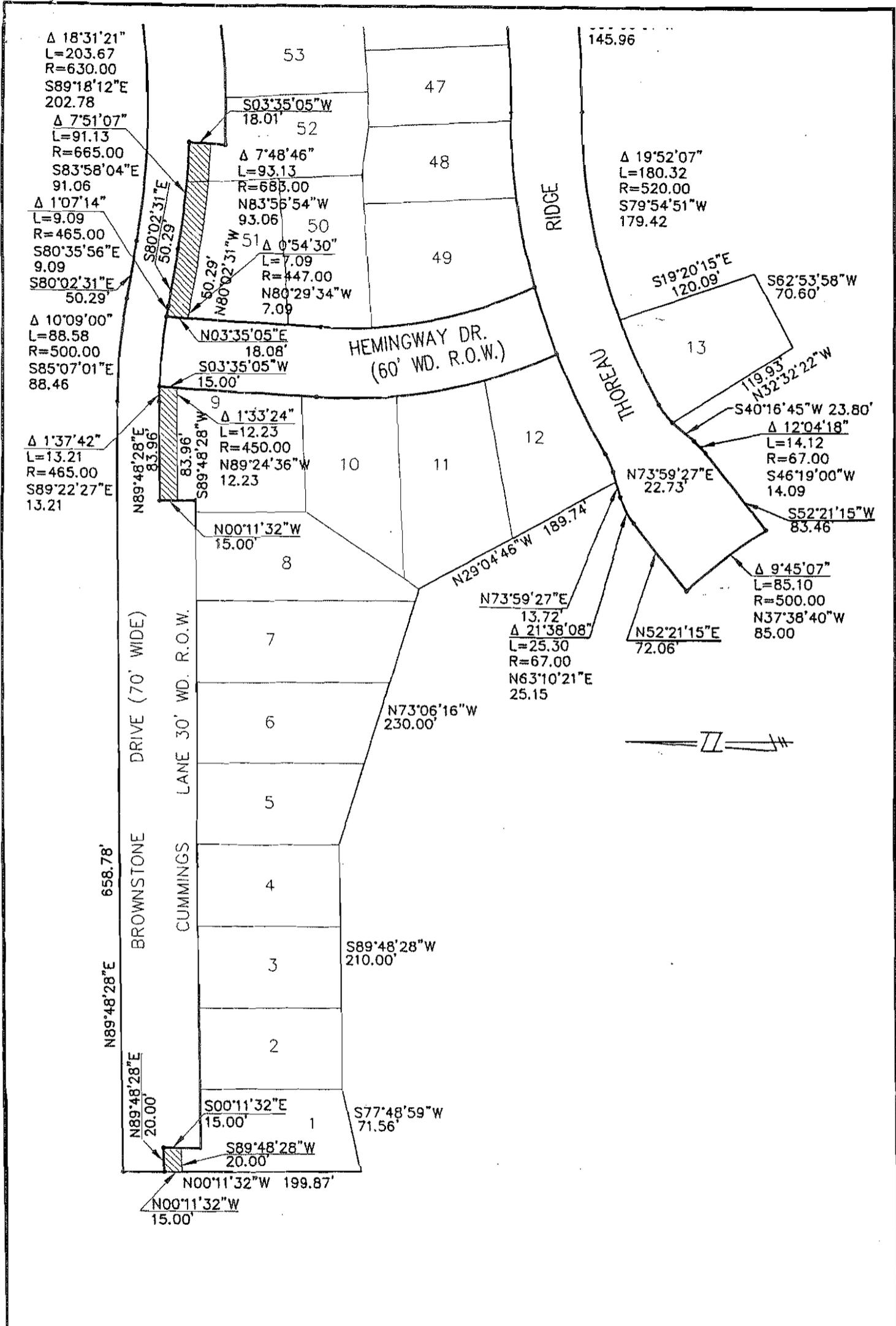


**MILLETICS AND
ASSOCIATES, L.L.C.**
LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
(248) 473-7880



SECTION 11, T. 1 N., R. 8 E. CITY OF NOVI OAKLAND COUNTY, MICHIGAN		<h2 style="margin: 0;">TOLLGATE RAVINES</h2> <h3 style="margin: 0;">SANITARY SEWER</h3>		Exhibit "B-1"														
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">NO.</th> <th style="width:70%;">ITEM</th> <th style="width:20%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	ITEM	DATE				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">SCALE: 1" = 100'</td> <td rowspan="5" style="width:50%; text-align: center;"> SEIBER, KEAST & ASSOCIATES, INC. CONSULTING ENGINEERS </td> </tr> <tr> <td>DATE: 12-01-04</td> </tr> <tr> <td>JOB NO.: 00-007</td> </tr> <tr> <td>DWG FILE: 00-007EASE</td> </tr> <tr> <td>DRAWN BY: DSW</td> </tr> <tr> <td>CHECK: MLM</td> <td rowspan="2" style="text-align: center;"> MILLETICS AND ASSOCIATES, L.L.C. LAND SURVEYORS </td> </tr> <tr> <td>SHEET: 2 OF 3</td> </tr> </table>		SCALE: 1" = 100'	SEIBER, KEAST & ASSOCIATES, INC. CONSULTING ENGINEERS	DATE: 12-01-04	JOB NO.: 00-007	DWG FILE: 00-007EASE	DRAWN BY: DSW	CHECK: MLM	MILLETICS AND ASSOCIATES, L.L.C. LAND SURVEYORS	SHEET: 2 OF 3
NO.	ITEM	DATE																
SCALE: 1" = 100'	SEIBER, KEAST & ASSOCIATES, INC. CONSULTING ENGINEERS																	
DATE: 12-01-04																		
JOB NO.: 00-007																		
DWG FILE: 00-007EASE																		
DRAWN BY: DSW																		
CHECK: MLM	MILLETICS AND ASSOCIATES, L.L.C. LAND SURVEYORS																	
SHEET: 2 OF 3																		
<p style="font-size: small; margin: 0;">40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123 (248) 473-7880</p>		<p style="font-size: small; margin: 0;">C:\Land Projects\300-007MLM-EASE\dwg\00-007-ease.dwg, 12/1/2004 12:52:46 PM, dwitkopp</p>																



SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES SANITARY SEWER

Exhibit "B-1"

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
DATE: 12-01-04
JOB NO.: 00-007
DWG FILE: 00-007EASE
DRAWN BY: DSW
CHECK: MLM
SHEET: 3 OF 3



**SEIBER, KEAST &
ASSOCIATES, INC.**
CONSULTING ENGINEERS



**MILLETICS AND
ASSOCIATES, L.L.C.**
LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
(248) 473-7660

Exhibit "B-2"

Legal Description Ingress/Egress + Public Utilities

Meadowbrook Road; Brownstone Road, includes Cummins Lane and Twain Place; Hemingway Drive; Thoreau Ridge and Eastman Trail

A part of the Northeast 1 / 4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1001.05 feet, along the East line of said Section 11 and the centerline of Meadowbrook Road, to the Point of Beginning; thence continuing South 02°47'05" East, 791.09 feet, along the East line of said Section 11 and the centerline of said Meadowbrook Road, (said point being North 02°47'05" East, 846.19 feet from the East 1 / 4 Corner of said Section 11); thence South 87°12'55" West, 33.00 feet; thence North 02°47'05" West, 791.11 feet, to the centerline of Brownstone Drive (70.00 feet wide); thence North 87°12'31" East, 33.00 feet, to the Point of Beginning.

And Also, (Brownstone Drive, Twain Place and Cummings Lane)

Commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1001.05 feet, along the East line of said Section 11 and the centerline of said Meadowbrook Road; thence South 87°12'31" West, 33.00 feet, along the centerline of said Brownstone Drive, to the Point of Beginning; thence South 02°47'05" East, 35.00 feet; thence South 87°12'31" West, 94.79 feet; thence South 02°48'42" East, 30.00 feet; thence South 87°12'31" West, 189.45 feet; thence 66.31 feet along a curve to the right, said curve having a radius of 565.00 feet, a central angle of 06°43'29" and a chord bearing and distance of North 89°25'45" West, 66.27 feet; thence North 86°04'01" West, 208.13 feet; thence 94.88 feet along a curve to the left, said curve having a radius of 435.00 feet, a central angle of 12°29'50" and a chord bearing and distance of South 87°41'03" West, 94.69 feet; thence South 81°26'08" West, 203.94 feet; thence 130.21 feet along a curve to the right, said curve having a radius of 695.00 feet, a central angle of 10°44'04" and a chord bearing and distance of South 86°48'10" West, 130.02 feet; thence North 03°35'05" East, 30.00 feet; thence 91.13 feet along a curve to the right, said curve having a radius of 665.00 feet, a central angle of 07°51'07" and a chord bearing and distance of North 83°58'04" West, 91.06 feet; thence North 80°02'31" West, 50.29 feet; thence 82.37 feet along a curve to the left, said curve having a radius of 465.00 feet, a central angle of 10°09'00" and a chord bearing and distance of North 85°06'49" West, 82.27 feet; thence South 89°48'28" West, 83.96 feet; thence South 00°11'32" East, 30.00 feet; thence South 89°48'28" West, 554.69 feet; thence North 00°26'46" West, 31.00 feet; thence South 89°48'28" West, 20.00 feet; thence North 00°11'32" West, 34.02 feet, to a point on the centerline of said Brownstone Drive; thence North 89°48'28" East, 658.78 feet, along the centerline of said Brownstone Drive; thence 88.58 feet along a curve to the right, said curve having a radius of 500.00 feet, a central angle of 10°09'00" and a chord bearing and distance of South 85°07'01" East, 88.46 feet, along the centerline of said Brownstone Drive; thence South 80°02'31" East, 50.29 feet, along the centerline of said Brownstone Drive; thence 203.67 feet along a curve to the left, said curve having a radius of 630.00 feet, a central 18°31'21" and a chord bearing and distance of South 89°18'12" East, 202.78 feet, along the centerline of said Brownstone Drive; thence North 81°26'08" East, 203.94 feet, along the centerline of said Brownstone Drive; thence 109.07 feet along a curve to the right, said curve having a radius of 500.00 feet, a central angle 12°29'53" and a chord bearing and distance of North 87°41'03" East, 108.85 feet, along the centerline of said Brownstone Drive; thence South 86°04'01" East, 208.13 feet, along the centerline of said Brownstone Drive; thence 58.68 feet along a curve to the left, said curve having a radius of 500.00 feet, a central angle of 06°43'29" and a chord bearing and distance of South 89°25'45" East, 58.65 feet, along the centerline of said Brownstone Drive; thence North 87°12'31" East, 284.23 feet, along the centerline of said Brownstone Drive, to the Point of Beginning.

And Also, (Hemingway Drive)

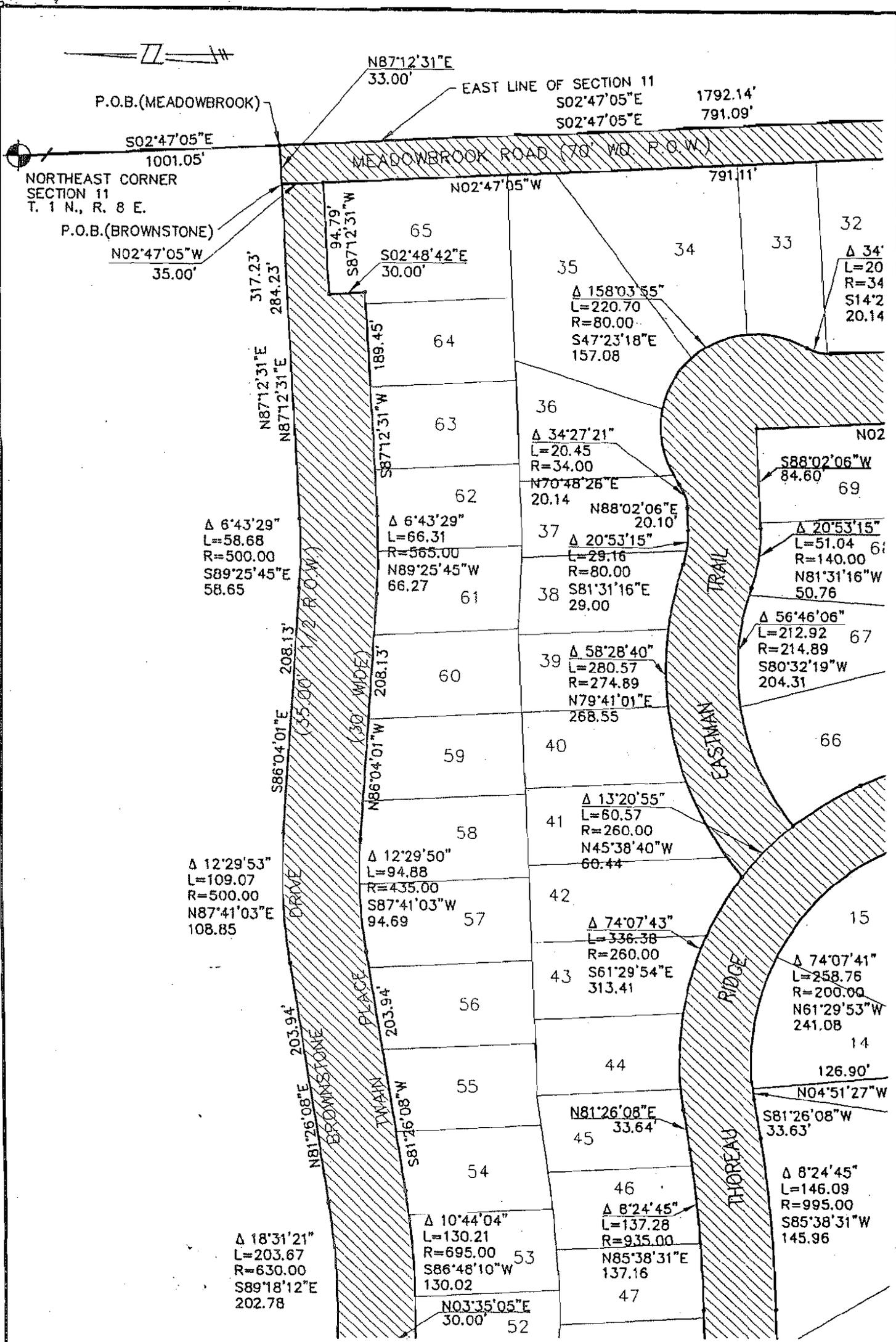
Commencing at the Northeast corner of Unit 9, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence 60.06 feet along a curve to the right, said curve having a radius of 465.00 feet, a central angle of 07°24'03" and a chord bearing and distance of South 84°51'59" East, 60.02 feet; thence South 03°35'05" West, 130.44 feet; thence 185.30 feet along a curve to the left, said curve having a radius of 356.75 feet, a central angle of 29°45'37" and a chord bearing and distance of South 11°17'56" East, 183.22 feet; thence 60.56 feet along a curve to the left, said curve having a radius of 580.00 feet, a central angle of 05°58'57" and a chord bearing and distance of South 72°02'39" West, 60.53 feet; thence 207.81 feet along a curve to the right, said curve having a radius of 416.75, a central angle of 28°34'11" and a chord bearing and distance of North 10°42'14" West, 205.66 feet; thence North 03°35'05" East, 132.06 feet, to the Point of Beginning.

And Also, (Thoreau Ridge)

Commencing at the Southeast corner of Lot 72, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence South 32°01'15" East, 80.00 feet; thence 90.66 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 64°55'38" and a chord bearing and distance of North 89°33'25" West, 85.88 feet; thence 18.67 feet along a curve to the left, said curve having a radius of 37.32 feet, a central angle of 28°39'41" and a chord bearing and distance of North 69°26'07" West, 18.48 feet; thence 275.26 feet along a curve to the right said curve having a radius of 260.00 feet, a central angle of 60°39'32" and a chord bearing and distance of North 54°43'29" West, 262.58 feet; thence North 24°23'43" West, 247.25 feet; thence 258.76 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 74°07'41" and a chord bearing and distance of North 61°29'53" West, 241.08 feet; thence South 81°26'08" West, 33.63 feet; thence 146.09 feet along a curve to the right, said curve having a radius of 995.00 feet, a central angle of 08°24'45" and a chord bearing and distance of South 85°38'31" West, 145.96 feet; thence 259.95 feet along a curve to the left, said curve having a radius of 520.00 feet, a central angle of 28°38'34" and a chord bearing and distance of South 75°31'39" West, 257.26 feet; thence 19.08 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 16°18'46" and a chord bearing and distance of South 53°03'01" West, 19.01 feet; thence South 40°16'45" West, 23.80 feet; thence 14.12 feet along a curve to the right, said curve having a radius of 67.00 feet, a central angle 12°04'18" and a chord bearing and distance of South 46°19'00" West, 14.09 feet; thence South 52°21'15" West, 83.46 feet; thence 85.10 feet along a curve to the left, said curve having a radius of 500.00 feet, a central angle of 09°45'07" and a chord bearing and distance of North 37°38'40" West, 85.00 feet; thence North 52°21'15" East, 72.06 feet; thence 25.30 feet along a curve to the right, said curve having radius of 67.00 feet, a central angle of 21°38'08" and a chord bearing and distance of North 63°10'21" East, 25.15 feet; thence North 73°59'27" East, 22.73 feet; thence 16.70 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 14°16'43" and a chord bearing and distance of North 66°51'06" East, 16.65 feet; thence 305.06 feet along a curve to the right, said curve having a radius of 580.00 feet, a central angle of 30°08'09" and a chord bearing and distance of North 74°46'49" East, 301.56 feet; thence 137.28 feet along a curve to the left, said curve having a radius of 935.00 feet, a central angle of 08°24'45" and a chord bearing and distance of North 85°38'31" East, 137.16 feet; thence North 81°26'08" East, 33.64 feet; thence 336.38 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 74°07'43" and a chord bearing and distance of South 61°29'54" East, 313.41 feet; thence South 24°23'43" East, 247.29 feet; thence 238.82 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 68°24'59" and a chord bearing and distance of South 58°36'13" East, 224.88 feet; thence North 87°11'18" East, 28.57 feet, to the Point of Beginning.

And Also, (Eastman Trail)

Commencing at the Southeast corner of Lot 72, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence North 02°48'42" West, 426.45 feet; thence South 88°02'06" West, 84.60 feet; thence 51.04 feet along a curve to the right, said curve having a radius of 140.00 feet, a central angle of 20°53'15" and a chord bearing and distance of North 81°31'16" West, 50.76 feet; thence 212.92 feet along a curve to the left, said curve having a radius of 214.89 feet, a central angle of 56°46'06" and a chord bearing and distance of South 80°32'19" West, 204.31 feet; thence 60.57 feet along a curve to the left, said curve having a radius 260.00 feet, a central angle of 13°20'55" and a chord bearing and distance of North 45°38'40" West, 60.44 feet; thence 280.57 feet along a curve to the right, said curve having a radius of 274.89 feet, a central angle of 58°28'40" and a chord bearing and distance of North 79°41'01" East, 268.55 feet; thence 29.16 feet along a curve to the left, said curve having a radius of 80.00 feet, a central angle of 20°53'15" and a chord bearing and distance of South 81°31'16" East, 29.00 feet; thence North 88°02'06" East, 20.10 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance of North 70°48'26" East, 20.14 feet; thence 220.70 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 158°03'55" and a chord bearing and distance of South 47°23'18" East, 157.08 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance of South 14°24'59" West, 20.14 feet; thence South 02°48'42" East, 297.45 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance South 20°02'23" East, 20.14 feet; thence 132.99 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 95°14'49" and a chord bearing and distance South 10°21'21" West, 118.20 feet; thence North 32°01'15" West, 80.00 feet, to the Point of Beginning.



SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES

INGRESS/EGRESS + PUBLIC UTILITIES

Exhibit "B-2"

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
DATE: 12-01-04
JOB NO.: 00-007
DWG FILE: 00-007EASE
DRAWN BY: DSW
CHECK: MLM
SHEET: 1 OF 3

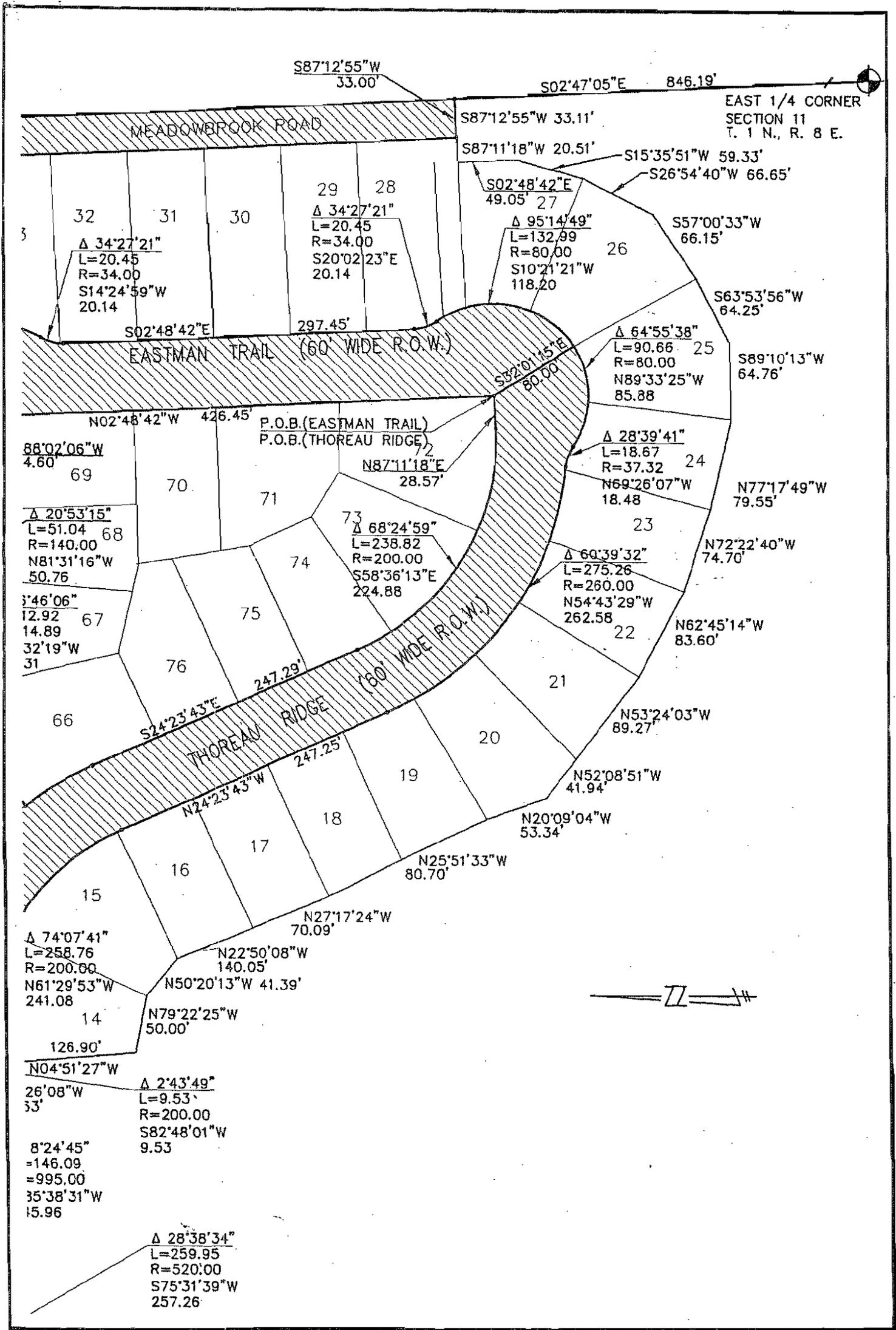


SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS



MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 310 NOVI, MI 48375-2123
(248) 473-7800



SECTION 11, T. 1 N., R. 8 E.
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES

INGRESS/EGRESS + PUBLIC UTILITIES

Exhibit "B-2"

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
 DATE: 12-01-04
 JOB NO.: 00-007
 DWG FILE: 00-007EASE
 DRAWN BY: DSW
 CHECK: MLM
 SHEET: 2 OF 3

 **SEIBER, KEAST & ASSOCIATES, INC.**
 CONSULTING ENGINEERS

 **MILLETICS AND ASSOCIATES, L.L.C.**
 LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
 (248) 473-7800

WATER MAIN SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Singh of Tollgate Ravines, L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

SEE ATTACHED EXHIBIT "A"

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, pursuant to Article X, Section 3 of the Master Deed for Tollgate Ravines, Oakland County Condominium No. 1312, and all amendments thereto, said Master Deed being on record at Liber 22048, Pages 491 thru 560, Oakland County Records does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property to-wit:

SEE ATTACHED EXHIBITS "B-1" and "B-2"

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

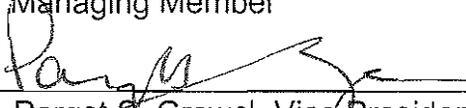
Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

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 water main 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.

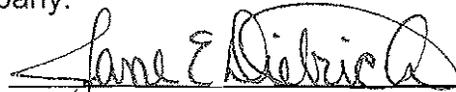
IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this 17th day of July, 2006.

GRANTOR:
SINGH OF TOLLGATE RAVINES, L.L.C.
A Michigan limited liability company
By: Singh Land Company
Its: Managing Member


By: Pargat S. Grewal, Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

Subscribed and sworn before me this 17th day of July, 2006, by Pargat S. Grewal,
Vice President of Singh Land Company, Managing Member of Singh of Tollgate
Ravines L.L.C., a Michigan limited liability company.



Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06-08-2012
Acting in Oakland County

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED, RETURN TO:

Elizabeth M. Kudla, Esquire
30903 Northwestern Highway
Farmington Hills, MI 48334

EXHIBIT A

LEGAL DESCRIPTION

TOLLGATE RAVINES SITE CONDOMINIUM

Land situated in the City of Novi, Oakland County, Michigan, described as:

Units 2, 3, 4, 5, 6, 7, 8, 9, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 65, Tollgate Ravines Condominium, according to the Master Deed recorded in Liber 22048, Pages 491 through 560, both inclusive, of Oakland County Records and designed as Oakland County Condominium Subdivision Plan No. 1312, together with rights in General Common Elements and Limited Common Elements as set forth in the above described Master Deed and as described in Act 229 of the Public Acts of 1963 and Act 59 of the Public Acts of 1978, as amended.

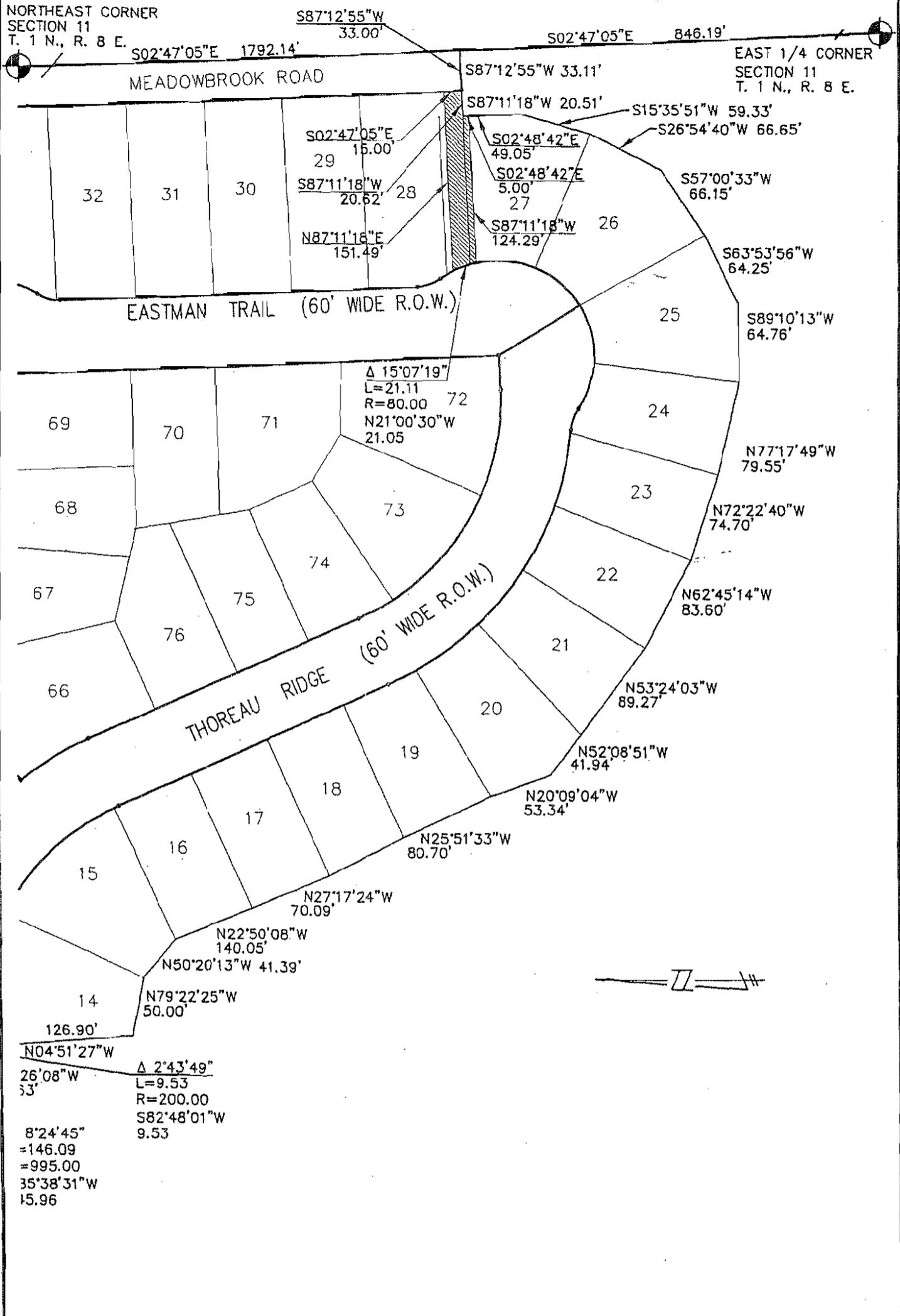
EXHIBIT "B-1"

Legal Description
Water Main System Easement Legal Description

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1792.14 feet, along the East line of said Section 11 and the centerline of Meadowbrook Road; thence South 87°12'55" West, 33.00 feet, to the Point of Beginning; thence South 87°11'18" West, 20.62 feet; thence South 02°48'42" East, 5.00 feet; thence South 87°11'18" West, 124.29 feet; thence 21.11 feet along a curve to the left, said curve having a radius of 80.00 feet, a central angle of 15°07'19" and a chord bearing and distance of North 21°00'30" West, 21.05 feet; thence North 87°11'18" East, 151.49 feet; thence South 02°47'05" East, 15.00 feet, to the Point of Beginning.

NORTHEAST CORNER
SECTION 11
T. 1 N., R. 8 E.

EAST 1/4 CORNER
SECTION 11
T. 1 N., R. 8 E.



SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES WATERMAIN EASEMENT

EXHIBIT "B-1"

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
DATE: 12-01-04
JOB NO.: 00-007
DWG FILE: 00-007EASE
DRAWN BY: DSW
CHECK: MLV
SHEET: 1 OF 1

 SEIBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS

 MILLETICS AND
ASSOCIATES, LLC.
LAND SURVEYORS

10319 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
(248) 473-7880

EXHIBIT "B-2"

Legal Description Ingress/Egress + Public Utilities

Meadowbrook Road; Brownstone Road, includes Cummins Lane and Twain Place; Hemingway Drive; Thoreau Ridge and Eastman Trail

A part of the Northeast 1 / 4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1001.05 feet, along the East line of said Section 11 and the centerline of Meadowbrook Road, to the Point of Beginning; thence continuing South 02°47'05" East, 791.09 feet, along the East line of said Section 11 and the centerline of said Meadowbrook Road, (said point being North 02°47'05" East, 846.19 feet from the East 1 / 4 Corner of said Section 11); thence South 87°12'55" West, 33.00 feet; thence North 02°47'05" West, 791.11 feet, to the centerline of Brownstone Drive (70.00 feet wide); thence North 87°12'31" East, 33.00 feet, to the Point of Beginning.

And Also, (Brownstone Drive, Twain Place and Cummings Lane)

Commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1001.05 feet, along the East line of said Section 11 and the centerline of said Meadowbrook Road; thence South 87°12'31" West, 33.00 feet, along the centerline of said Brownstone Drive, to the Point of Beginning; thence South 02°47'05" East, 35.00 feet; thence South 87°12'31" West, 94.79 feet; thence South 02°48'42" East, 30.00 feet; thence South 87°12'31" West, 189.45 feet; thence 66.31 feet along a curve to the right, said curve having a radius of 565.00 feet, a central angle of 06°43'29" and a chord bearing and distance of North 89°25'45" West, 66.27 feet; thence North 86°04'01" West, 208.13 feet; thence 94.88 feet along a curve to the left, said curve having a radius of 435.00 feet, a central angle of 12°29'50" and a chord bearing and distance of South 87°41'03" West, 94.69 feet; thence South 81°26'08" West, 203.94 feet; thence 130.21 feet along a curve to the right, said curve having a radius of 695.00 feet, a central angle of 10°44'04" and a chord bearing and distance of South 86°48'10" West, 130.02 feet; thence North 03°35'05" East, 30.00 feet; thence 91.13 feet along a curve to the right, said curve having a radius of 665.00 feet, a central angle of 07°51'07" and a chord bearing and distance of North 83°58'04" West, 91.06 feet; thence North 80°02'31" West, 50.29 feet; thence 82.37 feet along a curve to the left, said curve having a radius of 465.00 feet, a central angle of 10°09'00" and a chord bearing and distance of North 85°06'49" West, 82.27 feet; thence South 89°48'28" West, 83.96 feet; thence South 00°11'32" East, 30.00 feet; thence South 89°48'28" West, 554.69 feet; thence North 00°26'46" West, 31.00 feet; thence South 89°48'28" West, 20.00 feet; thence North 00°11'32" West, 34.02 feet, to a point on the centerline of said Brownstone Drive; thence North 89°48'28" East, 658.78 feet, along the centerline of said Brownstone Drive; thence 88.58 feet along a curve to the right, said curve having a radius of 500.00 feet, a central angle of 10°09'00" and a chord bearing and distance of South 85°07'01" East, 88.46 feet, along the centerline of said Brownstone Drive; thence South 80°02'31" East, 50.29 feet, along the centerline of said Brownstone Drive; thence 203.67 feet along a curve to the left, said curve having a radius of 630.00 feet, a central 18°31'21" and a chord bearing and distance of South 89°18'12" East, 202.78 feet, along the centerline of said Brownstone Drive; thence North 81°26'08" East, 203.94 feet, along the centerline of said Brownstone Drive; thence 109.07 feet along a curve to the right, said curve having a radius of 500.00 feet, a central angle 12°29'53" and a chord bearing and distance of North 87°41'03" East, 108.85 feet, along the centerline of said Brownstone Drive; thence South 86°04'01" East, 208.13 feet, along the centerline of said Brownstone Drive; thence 58.68 feet along a curve to the left, said curve having a radius of 500.00 feet, a central angle of 06°43'29" and a chord bearing and distance of South 89°25'45" East, 58.65 feet, along the centerline of said Brownstone Drive; thence North 87°12'31" East, 284.23 feet, along the centerline of said Brownstone Drive, to the Point of Beginning.

And Also, (Hemingway Drive)

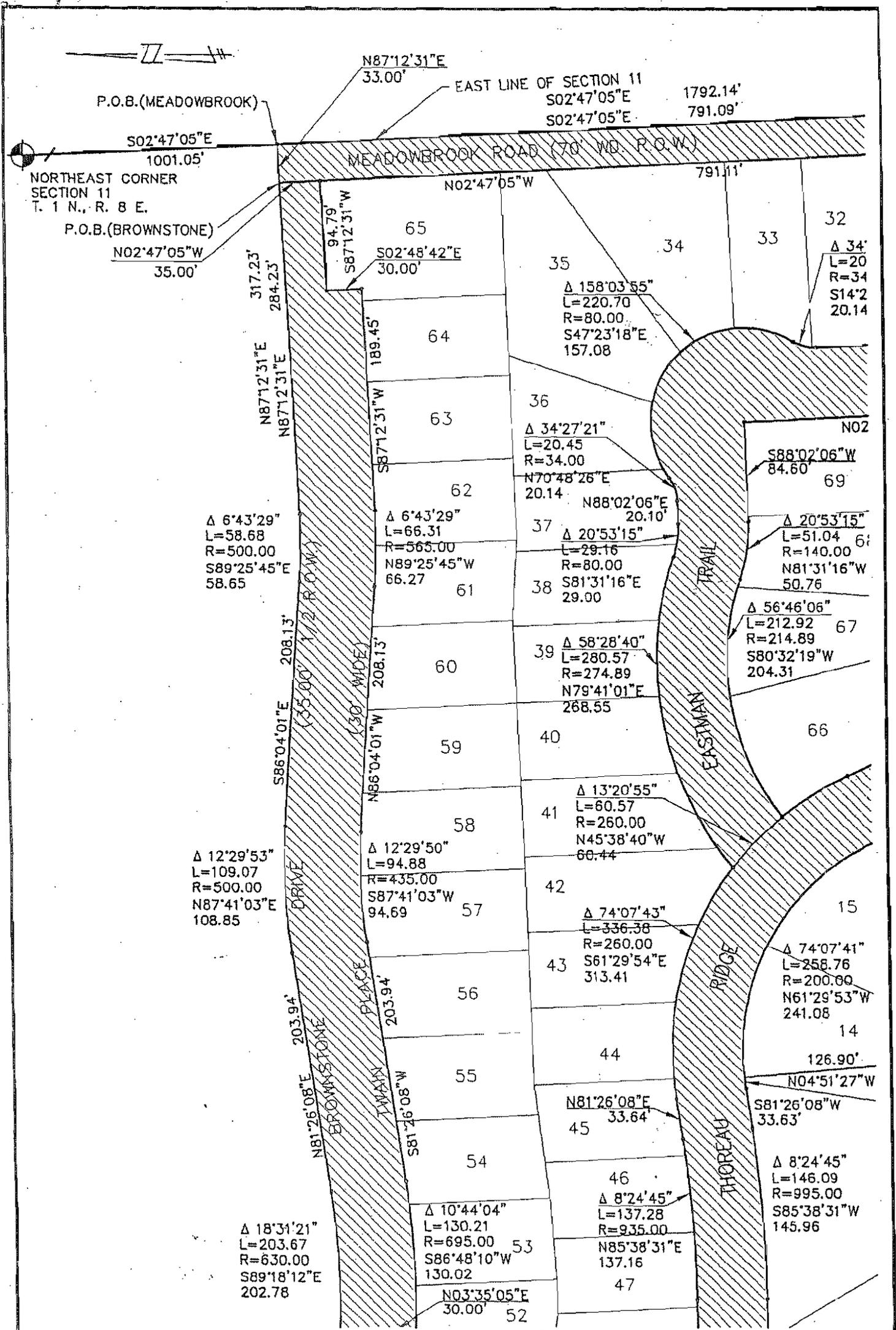
Commencing at the Northeast corner of Unit 9, "Tollgate Ravines", Oakland County Condominium Plan No. 1312; master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence 60.06 feet along a curve to the right, said curve having a radius of 465.00 feet, a central angle of 07°24'03" and a chord bearing and distance of South 84°51'59" East, 60.02 feet; thence South 03°35'05" West, 130.44 feet; thence 185.30 feet along a curve to the left, said curve having a radius of 356.75 feet, a central angle of 29°45'37" and a chord bearing and distance of South 11°17'56" East, 183.22 feet; thence 60.56 feet along a curve to the left, said curve having a radius of 580.00 feet, a central angle of 05°58'57" and a chord bearing and distance of South 72°02'39" West, 60.53 feet; thence 207.81 feet along a curve to the right, said curve having a radius of 416.75, a central angle of 28°34'11" and a chord bearing and distance of North 10°42'14" West, 205.66 feet; thence North 03°35'05" East, 132.06 feet, to the Point of Beginning.

And Also, (Thoreau Ridge)

Commencing at the Southeast corner of Lot 72, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence South 32°01'15" East, 80.00 feet; thence 90.66 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 64°55'38" and a chord bearing and distance of North 89°33'25" West, 85.88 feet; thence 18.67 feet along a curve to the left, said curve having a radius of 37.32 feet, a central angle of 28°39'41" and a chord bearing and distance of North 69°26'07" West, 18.48 feet; thence 275.26 feet along a curve to the right said curve having a radius of 260.00 feet, a central angle of 60°39'32" and a chord bearing and distance of North 54°43'29" West, 262.58 feet; thence North 24°23'43" West, 247.25 feet; thence 258.76 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 74°07'41" and a chord bearing and distance of North 61°29'53" West, 241.08 feet; thence South 81°26'08" West, 33.63 feet; thence 146.09 feet along a curve to the right, said curve having a radius of 995.00 feet, a central angle of 08°24'45" and a chord bearing and distance of South 85°38'31" West, 145.96 feet; thence 259.95 feet along a curve to the left, said curve having a radius of 520.00 feet, a central angle of 28°38'34" and a chord bearing and distance of South 75°31'39" West, 257.26 feet; thence 19.08 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 16°18'46" and a chord bearing and distance of South 53°03'01" West, 19.01 feet; thence South 40°16'45" West, 23.80 feet; thence 14.12 feet along a curve to the right, said curve having a radius of 67.00 feet, a central angle 12°04'18" and a chord bearing and distance of South 46°19'00" West, 14.09 feet; thence South 52°21'15" West, 83.46 feet; thence 85.10 feet along a curve to the left, said curve having a radius of 500.00 feet, a central angle of 09°45'07" and a chord bearing and distance of North 37°38'40" West, 85.00 feet; thence North 52°21'15" East, 72.06 feet; thence 25.30 feet along a curve to the right, said curve having radius of 67.00 feet, a central angle of 21°38'08" and a chord bearing and distance of North 63°10'21" East, 25.15 feet; thence North 73°59'27" East, 22.73 feet; thence 16.70 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 14°16'43" and a chord bearing and distance of North 66°51'06" East, 16.65 feet; thence 305.06 feet along a curve to the right, said curve having a radius of 580.00 feet, a central angle of 30°08'09" and a chord bearing and distance of North 74°46'49" East, 301.56 feet; thence 137.28 feet along a curve to the left, said curve having a radius of 935.00 feet, a central angle of 08°24'45" and a chord bearing and distance of North 85°38'31" East, 137.16 feet; thence North 81°26'08" East, 33.64 feet; thence 336.38 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 74°07'43" and a chord bearing and distance of South 61°29'54" East, 313.41 feet; thence South 24°23'43" East, 247.29 feet; thence 238.82 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 68°24'59" and a chord bearing and distance of South 58°36'13" East, 224.88 feet; thence North 87°11'18" East, 28.57 feet, to the Point of Beginning.

And Also, (Eastman Trail)

Commencing at the Southeast corner of Lot 72, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence North 02°48'42" West, 426.45 feet; thence South 88°02'06" West, 84.60 feet; thence 51.04 feet along a curve to the right, said curve having a radius of 140.00 feet, a central angle of 20°53'15" and a chord bearing and distance of North 81°31'16" West, 50.76 feet; thence 212.92 feet along a curve to the left, said curve having a radius of 214.89 feet, a central angle of 56°46'06" and a chord bearing and distance of South 80°32'19" West, 204.31 feet; thence 60.57 feet along a curve to the left, said curve having a radius 260.00 feet, a central angle of 13°20'55" and a chord bearing and distance of North 45°38'40" West, 60.44 feet; thence 280.57 feet along a curve to the right, said curve having a radius of 274.89 feet, a central angle of 58°28'40" and a chord bearing and distance of North 79°41'01" East, 268.55 feet; thence 29.16 feet along a curve to the left, said curve having a radius of 80.00 feet, a central angle of 20°53'15" and a chord bearing and distance of South 81°31'16" East, 29.00 feet; thence North 88°02'06" East, 20.10 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance of North 70°48'26" East, 20.14 feet; thence 220.70 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 158°03'55" and a chord bearing and distance of South 47°23'18" East, 157.08 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance of South 14°24'59" West, 20.14 feet; thence South 02°48'42" East, 297.45 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance South 20°02'23" East, 20.14 feet; thence 132.99 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 95°14'49" and a chord bearing and distance South 10°21'21" West, 118.20 feet; thence North 32°01'15" West, 80.00 feet, to the Point of Beginning.



SECTION 11, T. 1 N., R. 8 E.
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES
INGRESS/EGRESS + PUBLIC UTILITIES

EXHIBIT "B-2"

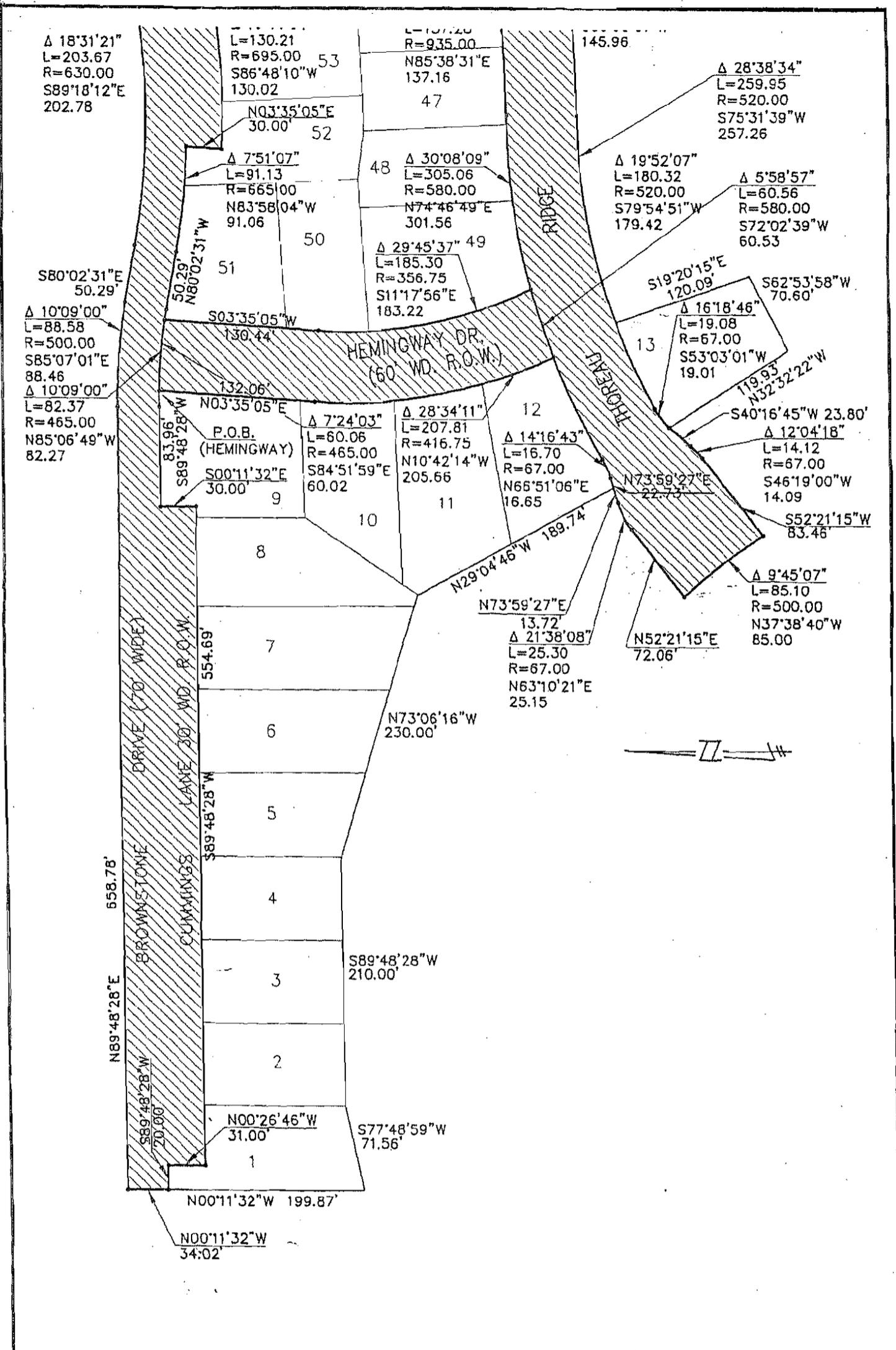
REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
 DATE: 12-01-04
 JOB NO.: 00-007
 DWG FILE: 00-007EASE
 DRAWN BY: DSW
 CHECK: MLM
 SHEET: 1 OF 3

SEIBER, KEAST & ASSOCIATES, INC.
 CONSULTING ENGINEERS

MILLETICS AND ASSOCIATES, L.L.C.
 LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
 (248) 473-7880



SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES

INGRESS/EGRESS + PUBLIC UTILITIES

EXHIBIT "B-2"

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
DATE: 12-01-04
JOB NO.: 00-007
DWG FILE: 00-007EASE
DRAWN BY: DSW
CHECK: MLM
SHEET: 3 OF 3

 SEIBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS

 MILLETICS AND
ASSOCIATES, L.L.C.
LAND SURVEYORS

40331 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
(248) 475-7560

BILL OF SALE

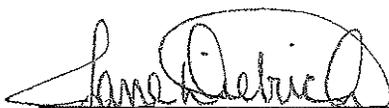
KNOW ALL MEN BY THESE PRESENTS, that Singh of Tollgate Ravines L.L.C. whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, for the sum of one and 00/100 (\$1.00) Dollar and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to Article X, Section 3 of the Master Deed for Tollgate Ravines, Oakland County Condominium No. 1312 and all amendments thereto, said Master Deed being on record at Liber 22048, Pages 491 thru 560, Oakland County Records, does hereby grant, bargain, sell and convey to 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 part of the Sanitary Sewer and Water Main Systems situated within the Sanitary Sewer and Water Main Easements as well as all roadways, being more full described below

**See Attached
Oakland County Condominium Plan No. 1312
Exhibit "B" to the Master Deed of
Tollgate Ravines**

In witness whereof, the undersigned had executed these presents this 17th day of July, 2006.

Witness:

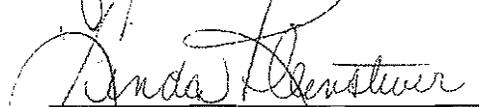
SINGH OF TOLLGATE RAVINES, L.L.C.
A Michigan Limited Liability Company
By: Singh Land Company
Its: Managing Member



Jane Dietrich



Pargat S. Grewal, President



Linda Kleinstiver

Subscribed and sworn before me this 17th day of July, 2006, by Pargat S. Grewal, President of Singh Land Company, Managing Member of Singh of Tollgate Ravines L.L.C., a Michigan Limited Liability Company.



Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06/08/2012

Drafted by:

When recorded, return to:

Singh Development, L.L.C.
7125 Orchard Lake Road
Suite 200
West Bloomfield, Michigan 48322

City Clerk, City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

OAKLAND COUNTY CONDOMINIUM PLAN NO. _____

EXHIBIT B TO THE MASTER DEED OF

TOLLGATE RAVINES

CITY OF NOVI, MICHIGAN

DEVELOPER:

SINGH OF TOLLGATE RAVINES, L.L.C.
7125 ORCHARD LAKE ROAD
SUITE 200, P.O. BOX 255005
WEST BLOOMFIELD, MI. 48325-3005
PHONE: (248) 865-1600

SURVEYOR:

SPALDING DEDECKER ASSOCIATES, INC.
905 SOUTH BLVD. EAST
ROCHESTER HILLS, MICHIGAN 48307
PHONE: (248) 844-5400

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM PLAN NUMBER MUST
BE ASSIGNED IN CONSECUTIVE SEQUENCE.
WHEN A NUMBER HAS BEEN ASSIGNED TO
THIS PROJECT IT MUST BE PROPERLY
SHOWN IN THE TITLE ON THIS SHEET
AND IN THE SURVEYOR'S CERTIFICATE
ON SHEET 2.

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN AND BEING PART OF THE NORTHEAST 1/4 OF SECTION 11, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11, THENCE ALONG THE EAST SECTION LINE (ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD VARIABLE WIDTH) S.02°47'05" E. 1001.05 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE, S.02°47'05" E. 791.09 FT. TO A POINT LOCATED N.02°47'05" W. 846.19 FT. FROM THE EAST 1/4 CORNER OF SAID SECTION 11; THENCE S.87°12'55" W. 33.11 FT.; THENCE S.87°11'18" W. 20.51 FT.; THENCE S.02°48'42" E. 49.05 FT.; THENCE S.15°35'51" W. 59.33 FT.; THENCE S.26°54'40" W. 66.65 FT.; THENCE S.57°00'33" W. 66.15 FT.; THENCE S.63°53'56" W. 64.25 FT.; THENCE S.89°10'13" W. 64.76 FT.; THENCE N.77°17'49" W. 79.55 FT.; THENCE N.72°22'40" W. 74.70 FT.; THENCE N.62°45'14" W. 83.60 FT.; THENCE N.53°24'03" W. 89.27 FT.; THENCE N.52°08'51" W. 41.94 FT.; THENCE N.20°09'04" W. 53.34 FT.; THENCE N.25°51'33" W. 80.70 FT.; THENCE N.27°17'24" W. 70.09 FT.; THENCE N.22°50'08" W. 140.05 FT.; THENCE N.50°20'13" W. 41.39 FT.; THENCE N.79°22'25" W. 50.00 FT.; THENCE N.04°51'27" W. 126.90 FT.; THENCE 9.53 FT. ALONG A NON-TANGENT CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 02°43'45", A RADIUS OF 200.00 FT. AND A CHORD BEARING S.82°48'01" W. 9.53 FT.); THENCE S.81°26'08" W. 33.63 FT.; THENCE 148.09 FT. ALONG A TANGENT CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 08°24'45", A RADIUS OF 995.00 FT. AND A CHORD BEARING S.85°38'31" W. 145.96 FT.); THENCE 180.32 FT. ALONG A REVERSE CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 19°52'07", A RADIUS OF 520.00 FT. AND A CHORD BEARING S.79°54'51" W. 179.42 FT.); THENCE S.19°20'15" E. 120.09 FT.; THENCE S.62°53'58" W. 70.60 FT.; THENCE N.32°32'22" W. 119.93 FT.; THENCE S.40°16'45" W. 23.80 FT.; THENCE 14.12 FT. ALONG A TANGENT CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 12°04'30", A RADIUS OF 67.00 FT. AND A CHORD BEARING S.46°19'00" W. 14.09 FT.); THENCE S.52°21'15" W. 83.46 FT.; THENCE 85.10 FT. ALONG A NON-TANGENT CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 09°45'07", A RADIUS OF 500.00 FT. AND A CHORD BEARING N.37°38'40" W. 85.00 FT.); THENCE N.52°21'15" E. 72.05 FT.; THENCE 25.30 FT. ALONG A TANGENT CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 21°38'12", A RADIUS OF 67.00 FT. AND A CHORD BEARING N.63°10'21" E. 25.15 FT.); THENCE N.73°59'27" E. 13.72 FT.; THENCE N.29°04'46" W. 189.74 FT.; THENCE N.73°06'16" W. 230.00 FT.; THENCE S.89°48'28" W. 210.00 FT.; THENCE S.77°48'59" W. 71.56 FT.; THENCE N.00°11'32" W. 199.87 FT. TO A POINT ON THE CENTERLINE OF BROWNSTONE DRIVE (70 FT. WIDE); THENCE ALONG THE CENTERLINE OF BROWNSTONE DRIVE THE FOLLOWING NINE (9) COURSES: (1) THENCE N.89°48'28" E. 658.78 FT.; (2) THENCE 88.58 FT. ALONG A TANGENT CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 10°09'01", A RADIUS OF 500.00 FT. AND A CHORD BEARING S.85°07'01" E. 88.46 FT.); (3) THENCE S.80°02'31" E. 50.29 FT.; (4) THENCE 203.67 FT. ALONG A TANGENT CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 18°31'21", A RADIUS OF 630.00 FT. AND A CHORD BEARING S.89°18'12" E. 202.78 FT.); (5) THENCE N.81°26'08" E. 203.94 FT.; (6) THENCE 109.06 FT. ALONG A TANGENT CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 12°29'51", A RADIUS OF 500.00 FT. AND A CHORD BEARING N.87°41'03" E. 108.85 FT.); (7) THENCE S.86°04'01" E. 208.13 FT.; (8) THENCE 58.68 FT. ALONG A TANGENT CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 06°43'28", A RADIUS OF 500.00 FT. AND A CHORD BEARING S.89°25'45" E. 58.65 FT.); AND (9) THENCE N.87°12'31" E. 317.23 FT. TO THE POINT OF BEGINNING. CONTAINING 24.1417 ACRES, SUBJECT TO AND TOGETHER WITH ALL EASEMENTS, EXCEPTIONS, CONDITIONS, RESTRICTIONS OR RESERVATIONS CONTAINED IN PRIOR CONVEYANCES OF RECORD OTHERWISE.

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. FUTURE DEVELOPMENT PLAN
4. SITE PLAN COMPOSITE
5. SITE PLAN NORTH WEST QUADRANT
6. SITE PLAN NORTH EAST QUADRANT
7. SITE PLAN SOUTH EAST QUADRANT
8. UTILITY PLAN COMPOSITE
9. UTILITY PLAN NORTH WEST
10. UTILITY PLAN NORTH EAST
11. UTILITY PLAN SOUTH EAST



Engineering & Surveying Excellence
Since 1954

EDWARD P. O'ROURKE
PROFESSIONAL SURVEYOR
REGISTRATION NO. 16937
SPALDING DEDECKER ASSOCIATES, INC.
905 SOUTH BLVD. EAST
ROCHESTER HILLS, MICHIGAN 48307
PHONE: (248) 844-5400

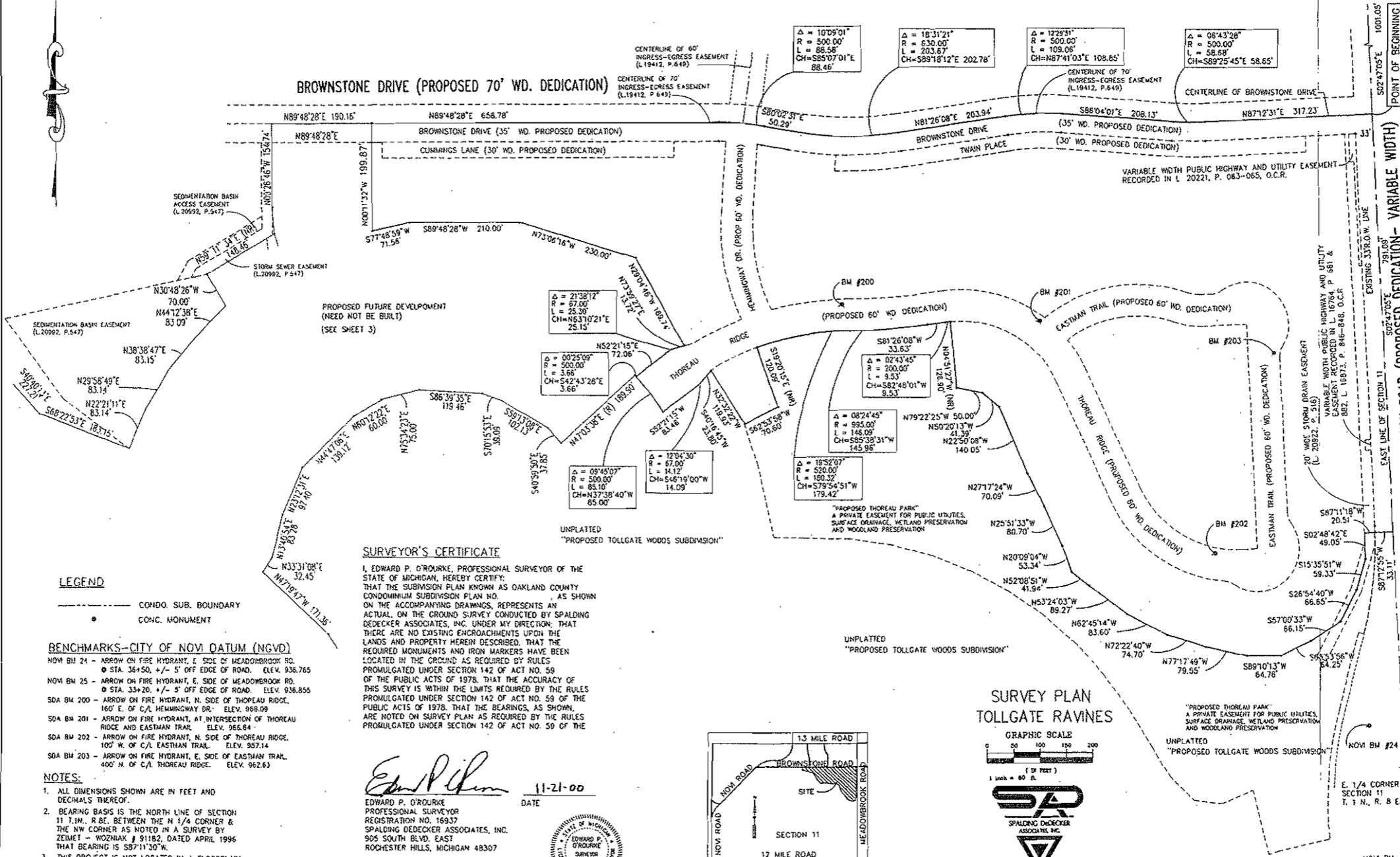
PROPOSED 11-21-2000

SHEET 1 OF 11



N.E. CORNER SECTION 11
T. 1 N., R. 8 E.
REMONUMENTATION CAP
L.C.R.C. #3836

BROWNSTONE DRIVE (PROPOSED 70' WD. DEDICATION)



LEGEND

- CONDO. SUB. BOUNDARY
- CONC. MONUMENT

BENCHMARKS--CITY OF NOVI DATUM (NGVD)

- NOV BM 24 - ARROW ON FIRE HYDRANT, E. SIDE OF MEADOWBROOK RD. STA. 36+50, +/- 5' OFF EDGE OF ROAD. ELEV. 938.765
- NOV BM 25 - ARROW ON FIRE HYDRANT, E. SIDE OF MEADOWBROOK RD. STA. 33+20, +/- 5' OFF EDGE OF ROAD. ELEV. 938.855
- SDA BM 200 - ARROW ON FIRE HYDRANT, N. SIDE OF THOREAU RIDGE, 160' E. OF C/L HEMMINGWAY DR. ELEV. 958.09
- SDA BM 201 - ARROW ON FIRE HYDRANT, AT INTERSECTION OF THOREAU RIDGE AND EASTMAN TRAIL. ELEV. 968.84
- SDA BM 202 - ARROW ON FIRE HYDRANT, N. SIDE OF THOREAU RIDGE, 100' W. OF C/L EASTMAN TRAIL. ELEV. 957.14
- SDA BM 203 - ARROW ON FIRE HYDRANT, E. SIDE OF EASTMAN TRAIL, 400' N. OF C/L THOREAU RIDGE. ELEV. 962.63

NOTES:

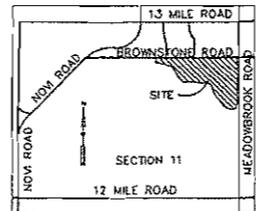
- ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- BEARING BASIS IS THE NORTH LINE OF SECTION 11 T.1N., R.8E. BETWEEN THE N 1/4 CORNER & THE NW CORNER AS NOTED IN A SURVEY BY ZEIMET - WOZNIAK # 91182, DATED APRIL 1996 THAT BEARING IS S87°11'30\"/>
- THIS PROJECT IS NOT LOCATED IN A FLOODPLAIN.

SURVEYOR'S CERTIFICATE

I, EDWARD P. O'ROURKE, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS AN ACTUAL ON THE GROUND SURVEY CONDUCTED BY SPALDING DECKER ASSOCIATES, INC. UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREBY DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE

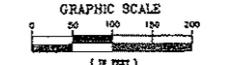
Edward P. O'Rourke
EDWARD P. O'ROURKE
PROFESSIONAL SURVEYOR
REGISTRATION NO. 16937
SPALDING DECKER ASSOCIATES, INC.
905 SOUTH BLVD. EAST
ROCHESTER HILLS, MICHIGAN 48307

11-21-00
DATE

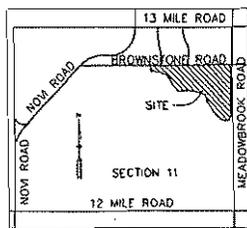


LOCATION MAP

**SURVEY PLAN
TOLLGATE RAVINES**



PROPOSED 11-21-2000

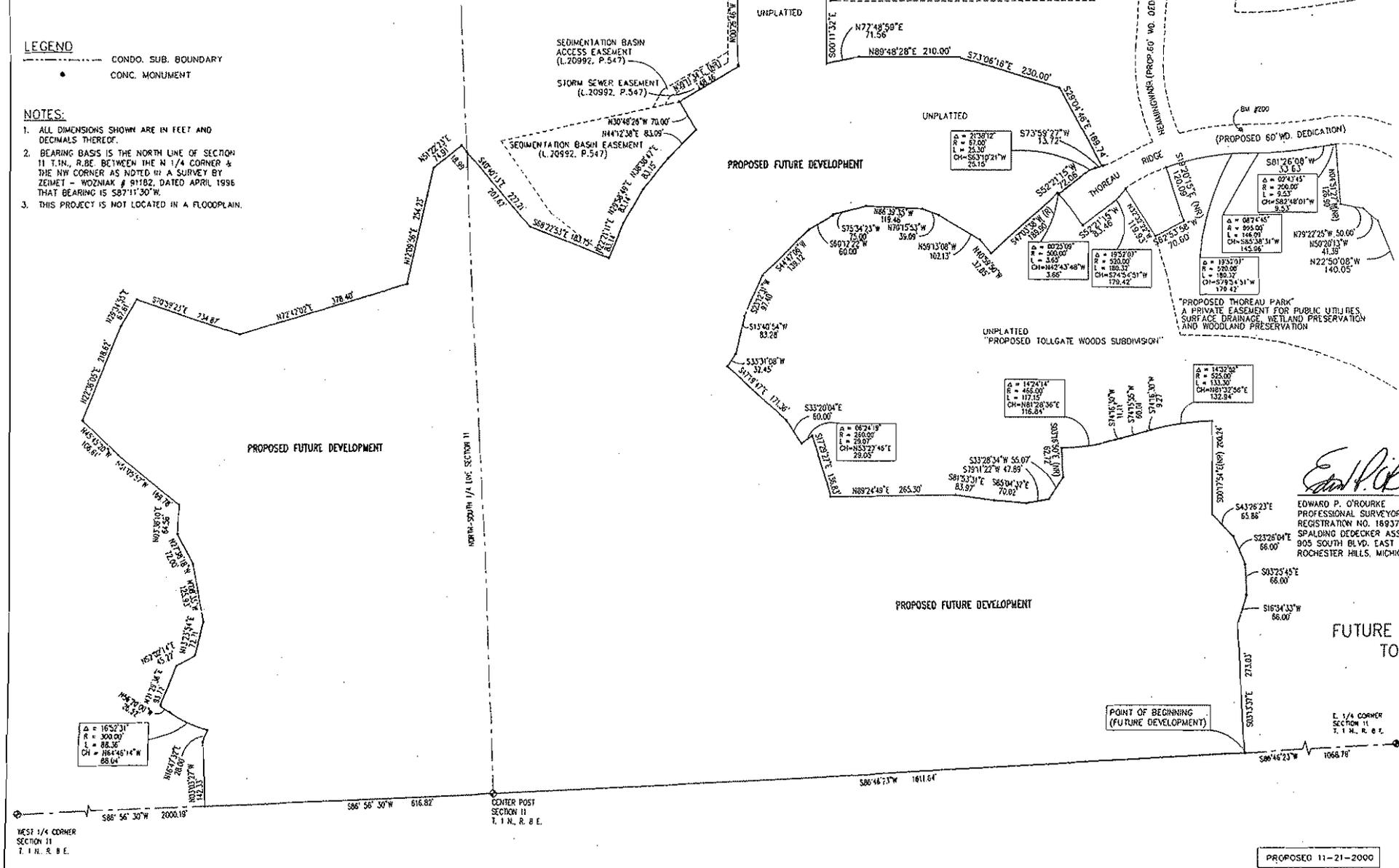


LOCATION MAP

LEGEND
 --- CONDO. SUB. BOUNDARY
 • CONC. MONUMENT

- NOTES:**
1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 2. BEARING BASIS IS THE NORTH LINE OF SECTION 11 T.1N., R.8E BETWEEN THE N 1/4 CORNER & THE NW CORNER AS NOTED IN A SURVEY BY ZEMMET - WOZNIAK # 91182, DATED APRIL 1996 THAT BEARING IS S87°11'30"W.
 3. THIS PROJECT IS NOT LOCATED IN A FLOODPLAIN.

BENCHMARKS-CITY OF NOVI DATUM (NGVD)
 NOV BM 24 - ARROW ON FIRE HYDRANT, E. SIDE OF MEADOWBROOK RD.
 @ STA. 36+50, +/- 5' OFF EDGE OF ROAD. ELEV. 936.765
 NOV BM 25 - ARROW ON FIRE HYDRANT, E. SIDE OF MEADOWBROOK RD.
 @ STA. 33+20, +/- 5' OFF EDGE OF ROAD. ELEV. 936.855
 SDA BM 200 - ARROW ON FIRE HYDRANT, N. SIDE OF THOREAU RIDGE,
 160' E. OF C/L HEMMINGWAY DR. ELEV. 968.09
 SDA BM 201 - ARROW ON FIRE HYDRANT, AT INTERSECTION OF THOREAU
 RIDGE AND EASTMAN TRAIL. ELEV. 966.84
 SDA BM 202 - ARROW ON FIRE HYDRANT, N. SIDE OF THOREAU RIDGE,
 100' W. OF C/L EASTMAN TRAIL. ELEV. 957.14
 SDA BM 203 - ARROW ON FIRE HYDRANT, E. SIDE OF EASTMAN TRAIL,
 400' N. OF C/L THOREAU RIDGE. ELEV. 962.63



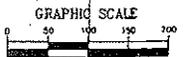
Edward P. O'Rourke

11-21-00

EDWARD P. O'ROURKE
 PROFESSIONAL SURVEYOR
 REGISTRATION NO. 16937
 SPALDING DEDECKER ASSOCIATES, INC.
 905 SOUTH BLVD. EAST
 ROCHESTER HILLS, MICHIGAN 48307



**FUTURE DEVELOPMENT PLAN
 TOLLGATE RAVINES**

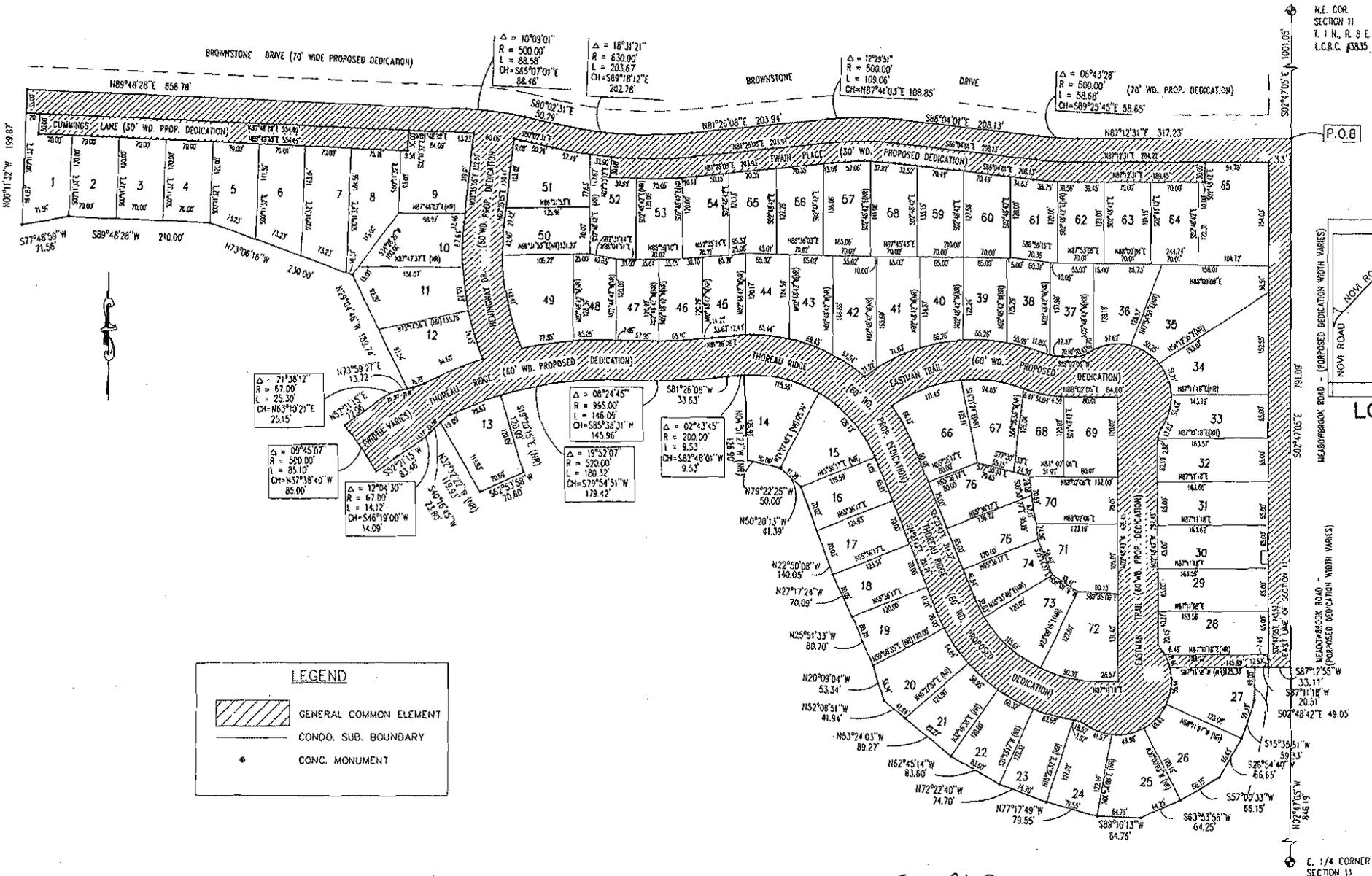


E. 1/4 CORNER
 SECTION 11
 T.1N., R.8E.



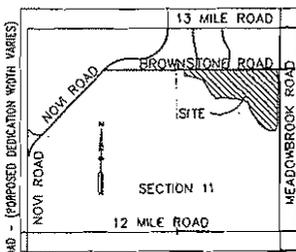
Engineering & Surveying Excellence
 Since 1954

PROPOSED 11-21-2000



N.E. COR.
SECTION 11
T. 1 N., R. 8 E.
L.C.R.C. #3835

P.O.B



LOCATION MAP

LEGEND

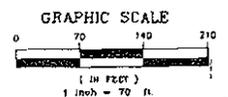
- GENERAL COMMON ELEMENT
- CONDO. SUB. BOUNDARY
- CONC. MONUMENT

- NOTES:
1. ALL UNITS AND COMMON ELEMENTS MUST BE BUILT.
 2. ALL DIMENSIONS SHOWN ARE IN FEET AND THE CURVILINEAR DIMENSIONS SHOWN ARE AS MEASURED ALONG THE ARC.
 3. 1/2" IRON RODS, 18" LONG, HAVE BEEN PLACED AT ALL UNIT CORNERS.

Edward P. O'Rourke
 EDWARD P. O'ROURKE
 PROFESSIONAL SURVEYOR
 REGISTRATION NO. 16937
 SPALDING DECKER ASSOCIATES, INC.
 905 SOUTH BLVD. EAST
 ROCHESTER HILLS, MICHIGAN 48307
 PHONE: (248) 844-5400



SITE PLAN COMPOSITE
TOLLGATE RAVINES



PROPOSED 11-21-2000

COMMITMENT FOR
TITLE INSURANCE

Issued by
Transnation Title Insurance Company

Transnation Title Insurance Company, an Arizona corporation, licensed to do business in the State of Michigan, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate ninety (90) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Attest:



Secretary



TRANSNATION TITLE INSURANCE COMPANY

By:



President



COMMITMENT FOR TITLE INSURANCE
Schedule A

Ref: 41463 Thoreau Ridge

- 1. Effective Date:** February 12, 2006 at 8:00 am **Commitment No.:** FTH2234
Revision 1

- 2. Policy or Policies to be issued:**

- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is, at the effective date hereof, vested in:**

Singh of Tollgate Ravines, L.L.C., a Michigan limited liability company

- 4. The land referred to in this Commitment is located in the City of Novi, County of Oakland, State of Michigan, and is described as follows:**

Unit 24, Tollgate Ravines Condominium, according to the Master Deed recorded in Liber 22048, Pages 491 through 560, both inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1312, together with rights in general common elements and limited common elements, as set forth in the above Master Deed and as described in Act 229 of the Public Acts of 1963, and Act 59 of the Public Acts of 1978, as amended.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

1. Standard requirements set forth in jacket.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

NOTE: This commitment is issued for information purposes only, compliance with the requirements set forth herein will not result in the issuance of a final policy to this commitment. 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.

3. PAYMENT OF TAXES

Tax Identification No. 50-22-11-278-011

2005 Winter tax paid in the amount of \$160.54.

2005 Summer tax paid in the amount of \$2,252.20.

SEV \$51,500.00

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION II
EXCEPTIONS**

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

1. Standard exceptions set forth in jacket.
2. 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.
3. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
4. Rights of the co-owners of Tollgate Ravines in common elements as set forth in the Master Deed as amended and as described in Act 59 of the Public Acts of 1978 as amended, and all the terms and conditions, regulations, restrictions, easements and other matters set forth in the above described Master Deed and Statutes.
5. Restrictions, terms, conditions and provisions of Planned Unit Development Agreement recorded in Liber 11963, Page 273, which has been modified by Planned Unit Development Agreement Amendment recorded in Liber 12218, Page 187 and further amended by Planned Unit Development Agreement Amendment recorded in Liber 15367, Page 110, and further amended by Planned Unit Development Agreement Amendment recorded in Liber 19623, Page 79.
6. Temporary Construction Easement vested in the City of Novi, a Michigan municipal corporation, recorded in Liber 17613, Page 140.
7. Highway and Utility Easement and the terms, conditions and provisions contained therein in favor of the City of Novi as set forth in instrument dated June 23, 1998, recorded July 24, 1998 in Liber 18746, Page 663.
8. Drainage Easement and the terms, conditions and provisions contained therein favor of the City of Novi as set forth in instrument dated June 23, 1998, recorded July 24, 1998 in Liber 18746, Page 667.
9. Sanitary Sewer Easement and the terms, conditions and provisions contained therein in favor of the City of Novi as set forth in instrument dated June 23, 1998, recorded July 24, 1998 in Liber 18746, Page 670.
10. Temporary Construction Easement in favor of the City of Novi as set forth in instrument dated June 23, 1998, recorded July 24, 1998 in Liber 18746, Page 673.
11. Temporary Construction Easement in favor of the City of Novi as set forth in instrument in Liber 18746, Page 676 and as set forth in instrument recorded in Liber 17613, Page 140.

12. Reciprocal Access Easement and the terms, conditions and provisions contained therein dated October 15, 1998, recorded January 13, 1999 in Liber 19412, Page 649.
13. Reciprocal Temporary Construction Access Easement and the terms, conditions and provisions contained therein dated October 15, 1998, recorded January 13, 1999 in Liber 19412, Page 663.
14. Terms, conditions and provisions which are recited in Consent Order recorded in Liber 19623, Page 63.
15. Joint underground Distribution Right-of-Way Agreement in favor of The Detroit Edison Company, a Michigan Corporation, Ameritech and Time Warner dated June 20, 2000, recorded July 6, 2000, in Liber 21565, Page 777.
16. Storm Drain Easement, and the terms, conditions and provisions contained therein, between Singh Equity Corporation, a Michigan Corporation and Sandstone Associates-D Limited Partnership, dated February 12, 1999, recorded January 18, 2000, in Liber 20992, Page 516.
17. Terms, conditions and provisions which are recited in Agreement for Seeley Drain Drainage District recorded in Liber 21853, Page 654.
18. Terms, conditions and provisions which are recited in Temporary Sign Easement Agreement as recorded on March 31, 1999 in Liber 19764, Page 292.
19. Temporary Construction Easement granted to the City of Novi, as recorded in Liber 20221, Page 60.
20. Highway and Utility Easement granted to the City of Novi, as recorded in Liber 20221, Page 63.
21. Easements and the terms, conditions and provisions thereof which are recited in Declaration of Reciprocal Access and Utility Easement recorded in Liber 20992, Page 525.
22. Terms, conditions and provisions which are recited in Declaration of Storm Water Drainage and Sedimentation Basin Easement recorded in Liber 20992, Page 547.
23. Easements and the terms, conditions and provisions thereof which are recited in Declaration of Reciprocal Temporary Construction Access Easement recorded in Liber 20992, Page 563.
24. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes for Meadowbrook Road.

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES

FOR ALL MORTGAGE POLICIES:

Estoppel certificate on form provided by this Company signed by or on behalf of all mortgagors acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

FOR ALTA MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Proper sworn statements and waivers showing payment or release of lien rights covering improvements made on subject land in the last 90 days or satisfactory proof that no improvements have been made within the last 90 days.
Satisfactory survey by an approved surveyor showing no variation in location or dimensions, encroachments or adverse rights; and such evidence of possession as may be required.

PROVISIONS APPLICABLE TO ALL POLICIES:

If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject land which may arise after the date hereof and which have not been eliminated to the satisfaction of the Company. This Commitment is subject to the terms, provisions, conditions and stipulations of the form of policy applied for by the respective applicants. Owner's Policies and Mortgage Policies With Exceptions will be issued with the standard exceptions set forth below.

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the Register of Deeds of the county in which the subject land is located, the policy to be issued will contain a clause providing that there shall be no liability thereunder to the extent that loss or damage arises from the failure to record the instrument or instruments necessary to evidence such estate or interest.

EXCLUSIONS FROM COVERAGE FOR ALL POLICIES

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

EXCLUSIONS FROM COVERAGE APPEARING ONLY IN MORTGAGE POLICIES

1. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
2. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
3. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
4. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

5. Any Claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the Interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

EXCLUSION FROM COVERAGE APPEARING ONLY IN OWNER'S POLICIES

Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the Public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

Any Claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (a) the transaction creating the estate or interest Insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
- (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

STANDARD EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

OWNER'S POLICIES:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanic's liens not of record.
4. The dower or homestead rights if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.

MORTGAGE POLICIES WITH EXCEPTIONS:

1. Rights of claims of parties in possession not shown of record.
2. Mechanic's liens not of record.
3. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.

CONDITIONS AND STIPULATIONS

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

New Hudson Service Center
56500 Grand River Ave., New Hudson, MI 48165-8564

Detroit Edison



July 11, 2006

Ms. Jane Dietrich
Singh Development, L.L.C.
7125 Orchard Lake Road, Suite 200
West Bloomfield, MI 48322

Re: Tollgate Ravines Site Condominium Project
Detroit Edison Easement dated June 20, 2000
Recorded July 6, 2000 – Liber 21565, Page 777

Dear Ms. Dietrich,

In response to your inquiry, Detroit Edison does not object to the installation of a water main in Detroit Edison's non-exclusive easement as long as the water main / sewer sanitary does not interfere with Detroit Edison's facilities.

If you have questions, please feel free to contact me at 248 486-6437 or washingtonf@dteenergy.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Florence D. Washington". The signature is written in a cursive, flowing style.

Florence D. Washington
Facilitator – Right of Way
New Hudson Service Center



Real Estate - Developers - Builders - Investors - Management

SINGH DEVELOPMENT, L.L.C.
7125 ORCHARD LAKE ROAD
SUITE 200
WEST BLOOMFIELD, MICHIGAN 48322
(248) 865-1600
(248) 865-1630 Fax
www.Singhweb.com

April 18, 2006

Elizabeth Kudla
Secret, Wardle, Lynch, Hampton, Truex and Morley
30903 Northwestern Highway
PO Box 3040
Farmington Hills, MI 48333-3040

RE: Acceptance of Streets and Utilities
Tollgate Ravines Site Condominiums
Secret, Wardle No.: 72236 NOV
Novi, Michigan

Dear Beth:

We are in receipt of your August 9, 2004 review letter regarding the street and utilities documents we sent to you for our Tollgate Ravines Site Condominium project, Novi, Michigan. The following is our response to your concerns.

1. Utility Easements:

Metes and bounds have been prepared by Milletics & Associates for each easement requested. It should be noted that the water and sewer lines for this project are located substantially within the public right-of-way for the roadway system, which is to be dedicated. Therefore, that description has been included as part of Exhibit "B-1" and "B-2" to the water system, sanitary sewer system and storm sewer system easements, along with those areas where those utilities are located on private property or common areas. Enclosed please find the following easements for your review and approval:

- a. Water System Easement
- b. Sanitary Sewer Easement
- c. Storm Sewer Easement

2. Title Policy:

Per your request, attached is an updated Title Commitment dated October 27, 2005, as prepared by LandAmerica/Transnation. Singh owns quite a few lots in Tollgate Ravines and the attached commitment represents one of them. You had requested copies of all of the recorded documents and they are all attached for your review. If you need this commitment updated one more time, without copies of the recorded documents, I can have that processed upon your request.

3. Street Dedication and Acceptance:

All roadways within Tollgate Ravines were designed with a 60' public right-of-way and pavement cross sections to meet the City of Novi Engineering Standards. It was contemplated from the initial approval of Tollgate Ravines, as well as Tollgate Woods, that all roadways would become public and dedicated to the City of Novi. A Warranty Deed conveying the roadways within the Tollgate Ravines Site Condominium project to the City of Novi is enclosed for your review and approval.

4. Miscellaneous Issues:

Pursuant to your request enclosed please find a separate Detention Basin Access Easement located between Lots 23 and 24 to be used by the City employees should they need to undertake any necessary maintenance responsibilities to the Detention Basin in the event the Association does not do so.

5. Article X, Section 7, Emergency Access Easement of the Master Deed:

This Section of the Master Deed was provided to cover the interim period between the construction of the roadway system and the actual dedication to the public, as provided for in Article X, Section 3(c). (A copy of the Tollgate Ravines Master Deed is enclosed for your reference). In light of the Warranty Deed provided for under Item 3 above, we believe that the provision of an Emergency Access Easement over the roadways within Tollgate Ravines at this point in time would not be necessary.

However, there is an emergency access drive, which was installed between Lots 27 and 28 to provide for emergency vehicle ingress and egress to the roadways in Tollgate Ravines from Meadowbrook Road. An Emergency Access Easement is enclosed.

Elizabeth Kulda
April 18, 2006
Page Three

6. Maintenance and Guarantee Bonds:
Given the length of time since the development has been constructed, we respectfully request that a waiver of the Maintenance Bond for both the roadways and utilities proposed for dedication. We will seek this Waiver from City Council when this project is put before them for acceptance. A separate letter of request will be forwarded at that time.

We hope the above and enclosed addresses all of your concerns regarding the turnover documents required for the street and utility acceptance of our Tollgate Ravines Site Condominium project. If you should have any questions or concerns, or if you should require additional information, please do not hesitate to contact me.

Sincerely,

Jane Dietrich
Development Coordinator

Enclosures

cc: G. Michael Kahm, Singh Development, L.L.C. w/Enclosures
Aaron Staup, City of Novi Construction Engineering Coordinator w/Enclosures
Juanita Freeman, City of Novi Planning Department w/Enclosures
Sheila Weber, City of Novi Bond Coordinator w/Enclosures

STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Singh of Tollgate Ravines, L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

SEE ATTACHED 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 West Ten Mile Road, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a storm sewer, over, upon, across, in, through, and under the following described real property to-wit:

SEE ATTACHED EXHIBITS "B-1" and "B-2"

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

Grantee may install, repair, replace, improve, modify and maintain storm sewer 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 storm 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.

28th IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature this day of October, 2005.

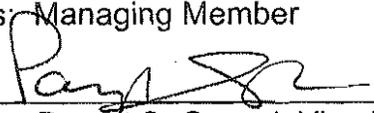
GRANTOR:

SINGH OF TOLLGATE RAVINES, L.L.C.

A Michigan limited liability company

By: Singh Land Company

Its: Managing Member



By: Pargat S. Grewal, Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

Subscribed and sworn before me this 28th day of October, 2005, by Pargat S. Grewal,
Vice President of Singh Land Company, Managing Member of Singh of Tollgate
Ravines L.L.C., a Michigan limited liability company.



Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06-08-2012
Acting in Oakland County

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED, RETURN TO:

Elizabeth M. Kudla, Esquire
30903 Northwestern Highway
Farmington Hills, MI 48334

EXHIBIT A

LEGAL DESCRIPTION

TOLLGATE RAVINES SITE CONDOMINIUM

Land situated in the City of Novi, Oakland County, Michigan, described as:

Units 2, 3, 4, 5, 6, 7, 8, 9, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 65, Tollgate Ravines Condominium, according to the Master Deed recorded in Liber 22048, Pages 491 through 560, both inclusive, of Oakland County Records and designed as Oakland County Condominium Subdivision Plan No. 1312, together with rights in General Common Elements and Limited Common Elements as set forth in the above described Master Deed and as described in Act 229 of the Public Acts of 1963 and Act 59 of the Public Acts of 1978, as amended.

EXHIBIT "B-1"

Legal Description Storm Sewer Easement

A 20.00 feet wide easement for storm sewer the centerline of which is described as, part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; Commencing at the Northeast corner of Unit 25 "Tollgate Ravines" Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491 Oakland County Records, as amended; thence South 30°00'03" East, 10.01 feet, to the Point of Beginning; thence 101.83 feet along a curve to the right, said curve having a radius of 90.00 feet, a central angle of 64°49'31" and a chord bearing and distance of North 89°23'01" West, 96.48 feet; thence 15.00 feet along a curve to the left, said curve having a radius of 27.32 feet, a central angle of 31°27'18" and a chord bearing and distance of North 70°30'25" West, 14.81 feet; thence 284.45 feet along a curve to the right, said curve having a radius of 270.00 feet, a central angle of 60°21'41" and a chord bearing and distance of North 54°34'34" West, 271.47 feet; thence North 24°23'43" West, 246.98 feet; thence 237.38 feet along a curve to the left, said curve having a radius of 190.00 feet, a central angle of 71°35'04" and a chord bearing and distance of North 60°08'52" West, 222.24 feet, to the Point of Ending.

And Also, A 17.00 feet wide easement for storm sewer the centerline of which being described as Commencing at the Southeast corner of Unit 23 of said "Tollgate Ravines"; thence South 77°15'01" East, 0.50 feet, to the Point of Beginning; thence North 15°29'32" East, 127.88 feet, to the Point of Ending.

And Also, A 20.00 feet wide easement for storm sewer, the centerline of which being described as Commencing at the Northeast corner of Unit 72 of said "Tollgate Ravines; thence South 02°48'42" East, 66.41 feet; thence South 87°11'18" West, 10.00 feet, to the Point of Beginning; thence South 02°48'42" East, 55.00 feet; thence South 87°11'18" West, 18.57 feet; thence 109.69 feet along a curve to the right, said curve having a radius of 190.00 feet, a central angle of 33°04'38" and a chord bearing and distance of North 76°16'23" West, 108.17 feet, to the Point of Ending.

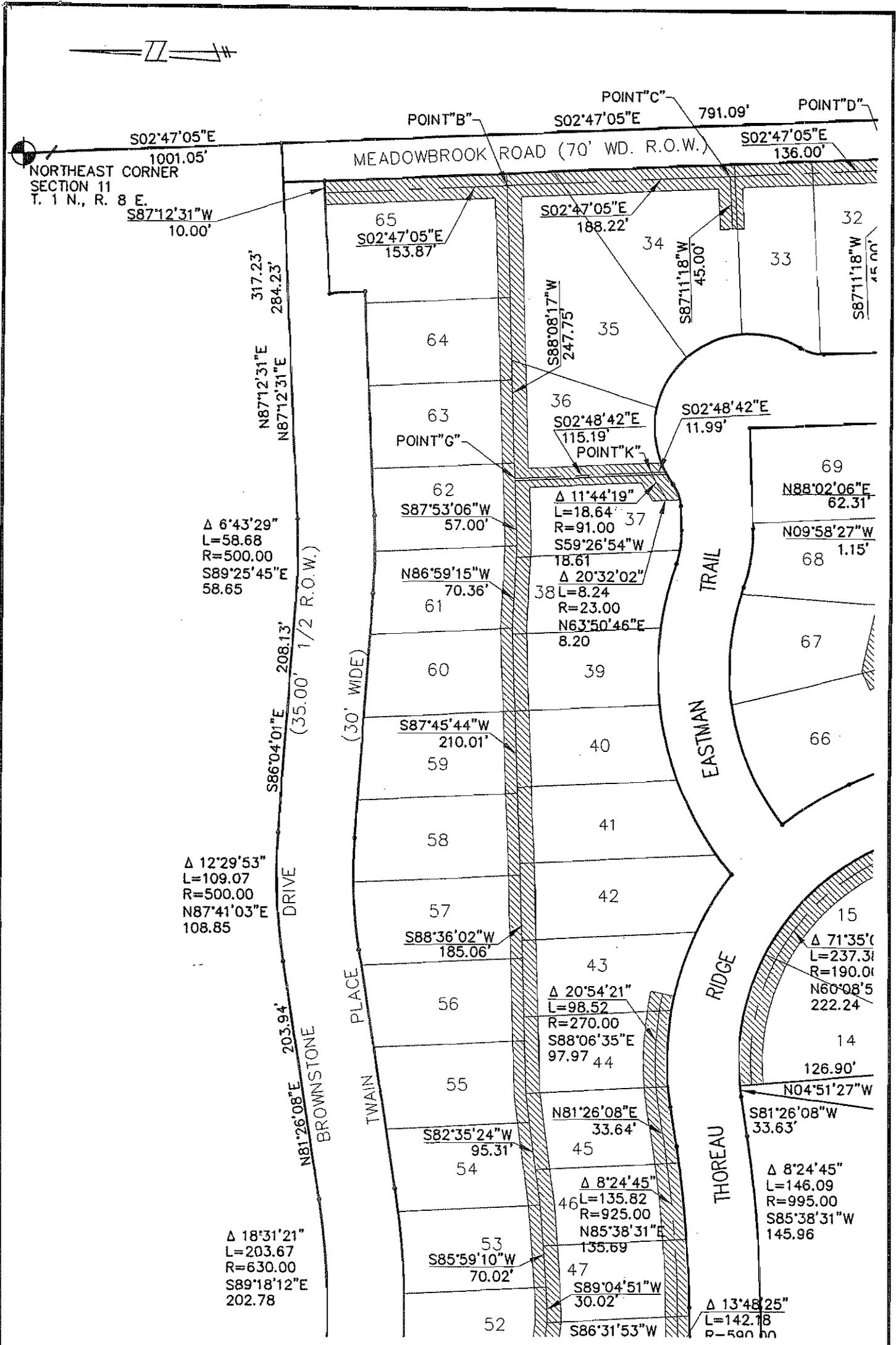
And Also, A 12.00 feet wide easement for storm sewer, the centerline of which being described as Commencing at the Southeast corner of Unit 73 of said "Tollgate Ravines", for a Point of Beginning; thence North 22°56'40" East, 127.60 feet, to the Point of Ending.

And also, A 24.00 feet wide easement for storm sewer, the centerline of which is described as Commencing at the Northeast corner of Unit 73 of said "Tollgate Ravines, for a Point of Beginning; thence North 59°09'16" West, 45.41 feet; thence North 25°14'50" West, 58.40 feet; thence North 09°58'27" West, 96.20 feet, to Point "A" and the Point of Ending, A 22.00 feet wide easement for storm sewer the centerline of which is described as, commencing at said Point "A" for a Point of Beginning; thence North 88°02'06" East, 62.31 feet, to the Point of Ending, A 20.00 feet wide easement for storm sewer the centerline of which is described as, commencing at said Point "A", for a point of beginning; thence North 09°58'27" West, 1.15 feet; thence North 77°30'33" West, 79.49 feet; thence South 65°36'17" West, 14.00 feet, to the Point of Ending.

And Also, A 20.00 feet wide easement for storm sewer, the centerline of which is described as, commencing at the Northeast corner of Unit 65 of said "Tollgate Ravines; thence South 87°12'31" West, 10.00 feet, to the Point of Beginning; thence South 02°47'05" East, 153.87 feet, to Point "B"; thence continuing South 02°47'05" East, 188.22 feet, to Point "C"; thence continuing South 02°47'05" East, 136.00 feet, to Point "D"; thence continuing South 02°47'05" East, 130.00 feet, to Point "E"; thence continuing South 02°47'05" East, 120.50 feet, to Point "F"; thence continuing South 02°47'05" East, 27.50 feet, to the Point of Ending; thence commencing at said Point "C" for a point of Beginning; thence South 87°11'18" West, 45.00 feet, to the Point of Ending; ; thence commencing at said Point "D" for a point of Beginning; thence South 87°11'18" West, 45.00 feet, to the Point of Ending; ; thence commencing at said Point "E" for a point of Beginning; thence South 87°11'18" West, 45.00 feet, to the Point of Ending; ; thence commencing at said Point "F" for a Point of Beginning; thence South 87°11'18" West, 45.00 feet, to the Point of Ending; A 22.00 feet wide easement for storm sewer, said easement being 12.00 feet on the Southerly side and 10.00 feet on the Northerly side of the following described line, commencing at said Point "B", for a Point of Beginning; thence South 88°08'17" West, 247.75 feet, to Point "G"; thence South 87°53'06" West, 57.00 feet; thence North 86°59'15" West, 70.36 feet; thence South 87°45'44" West, 210.01 feet; thence South 88°36'02" West, 185.06 feet; thence South 82°35'24" West, 95.31 feet; thence South 85°59'10" West, 70.02 feet; thence South 89°04'51" West, 30.02 feet; thence North 82°31'31" West, 40.65 feet; thence South 86°31'53" West, 10.00 feet, to Point "H" and the Point of Ending; A 20.00 feet wide easement for storm sewer the centerline of which is described as, commencing at said Point "H" for a Point of Beginning; thence North 02°48'42" West, 77.89 feet, to the Point of

Ending; A 28.00 feet wide easement for storm sewer the centerline of which is described as, commencing at said Point "H" for a Point of Beginning; thence South 02°48'42" East, 6.00 feet; thence South 86°31'53" West, 109.12 feet, to Point "I"; thence continuing South 86°31'53" West, 12.00 feet to the Point of Ending; A 24.00 feet wide easement for storm sewer the centerline of which is described as, commencing at said Point "I" for a Point of Beginning of; thence 123.95 feet along a curve to the left, said curve having a radius 344.75 feet, a central angle of 20°35'59" and a chord bearing and distance of South 14°35'54" East, 123.28 feet, to Point "J"; thence continuing 10.22 feet along a curve to the left, said curve having a radius of 344.75 feet, a central angle of 01°41'54" and a chord bearing and distance of South 25°44'51" East, 10.22 feet to the Point of Ending; A 20.00 feet wide easement for storm sewer the centerline of which is described as, commencing at said Point "J" for a Point of Beginning; thence 142.18 along a curve to the right, said curve having a radius of 590.00 feet, a central angle of 13°48'25" and a chord bearing and distance of North 82°56'41" East, 141.83 feet; thence 135.82 feet along a curve to the left, said curve having a radius of 925.00 feet, a central angle of 08°24'45" and a chord bearing and distance of North 85°38'31" East, 135.69 feet; thence North 81°26'08" East, 33.64 feet; thence 98.52 feet along a curve to the right, said curve having a radius of 270.00 feet, a central angle of 20°54'21" and a chord bearing and distance of South 88°06'35" East, 97.97 feet, to the Point of Ending; A 16.00 feet wide easement for storm sewer the centerline of which is described as, commencing at said Point "G" for a point of beginning; thence South 02°48'42" East, 115.19 feet, to Point "K"; thence continuing South 02°48'42" East, 11.99 feet, to the Point of Ending; A 22.00 feet wide easement for storm sewer the centerline of which is described as, commencing at said Point "K" for a Point of Beginning; thence 18.64 feet along a curve to the left, said curve having a radius of 91.00 feet, a central angle of 11°44'19" and a chord bearing and distance of South 59°26'54" West, 18.61 feet; thence 8.24 feet along a curve to the right, said curve having a radius of 23.00 feet, a central angle of 20°32'02" and a chord bearing and distance of North 63°50'46" East, 8.20 feet, to the Point of Ending.

And Also, A 10.00 feet wide easement for storm sewer, the centerline of which is described as Commencing at the Southwest corner of Unit 1 of said "Tollgate Ravines; thence North 00°11'32" West, 5.11 feet, to the Point of Beginning; thence North 77° 48'59" East, 71.02 feet; thence North 89°48'28" East, 211.28 feet; thence South 73°06'16" East, 232.35 feet, to Point "L"; thence South 29°04'46" East, 185.22 feet, to Point "M"; thence South 29°04'46" East, 7.70 feet, to the Point of Ending; A 20.00 feet wide easement for storm sewer the centerline of which is described as, commencing at said Point "L", for a Point of Beginning; thence North 34°28'34" East, 119.73 feet, to the Point of Ending; A 15.00 feet wide easement for storm sewer the centerline of which is described as, commencing at said Point "M" for a point of Beginning; thence North 73°58'24" East, 5.62 feet; thence 14.83 feet along a curve to the left, said curve having a radius of 59.50 feet, a central angle of 14°16'43" and a chord bearing and distance of North 66°51'06" East, 14.79 feet; thence 95.32 feet along a curve to the right, said curve having a radius of 587.50 feet, a central angle of 09°17'45" and a chord bearing and distance of North 64°21'36" East, 95.21 feet, to the Point of Ending. All easement lines shall extend or contract to intersect lot and or right of way lines.



SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES

STORM SEWER EASEMENT

Exhibit "B-1"

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
DATE: 12-01-04
JOB NO.: 00-007
DWG FILE: 00-007EASE
DRAWN BY: DSW
CHECK: MLM
SHEET: 1 OF 3

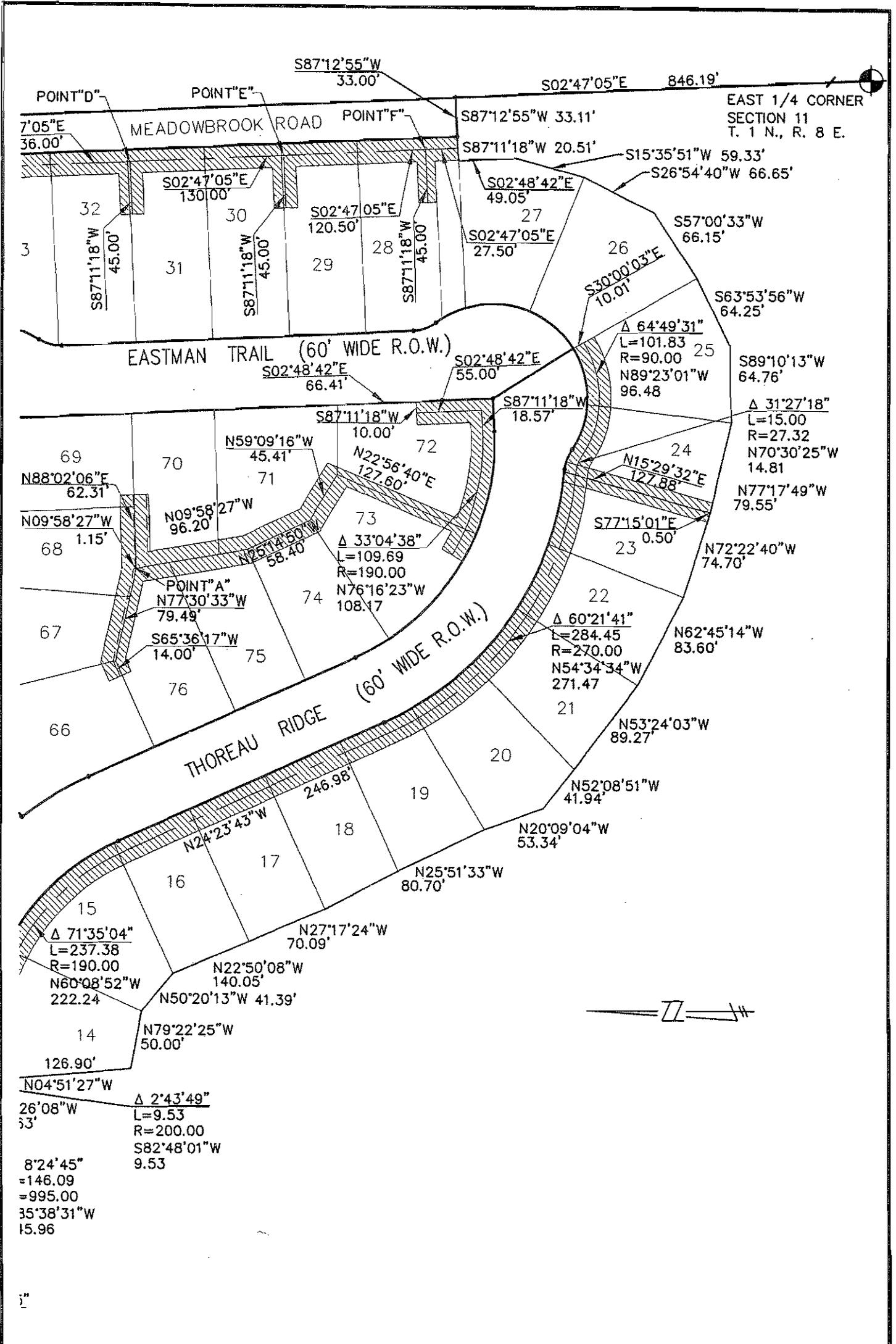


SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS



MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
(248) 473-7880



SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES

STORM SEWER EASEMENT

Exhibit "B-1"

REVISIONS

NO.	ITEM	DATE

SCALE: 1" = 100'
DATE: 12-01-04
JOB NO.: 00-007
DWG FILE: 00-007EASE
DRAWN BY: DSW
CHECK: MLM
SHEET: 2 OF 3

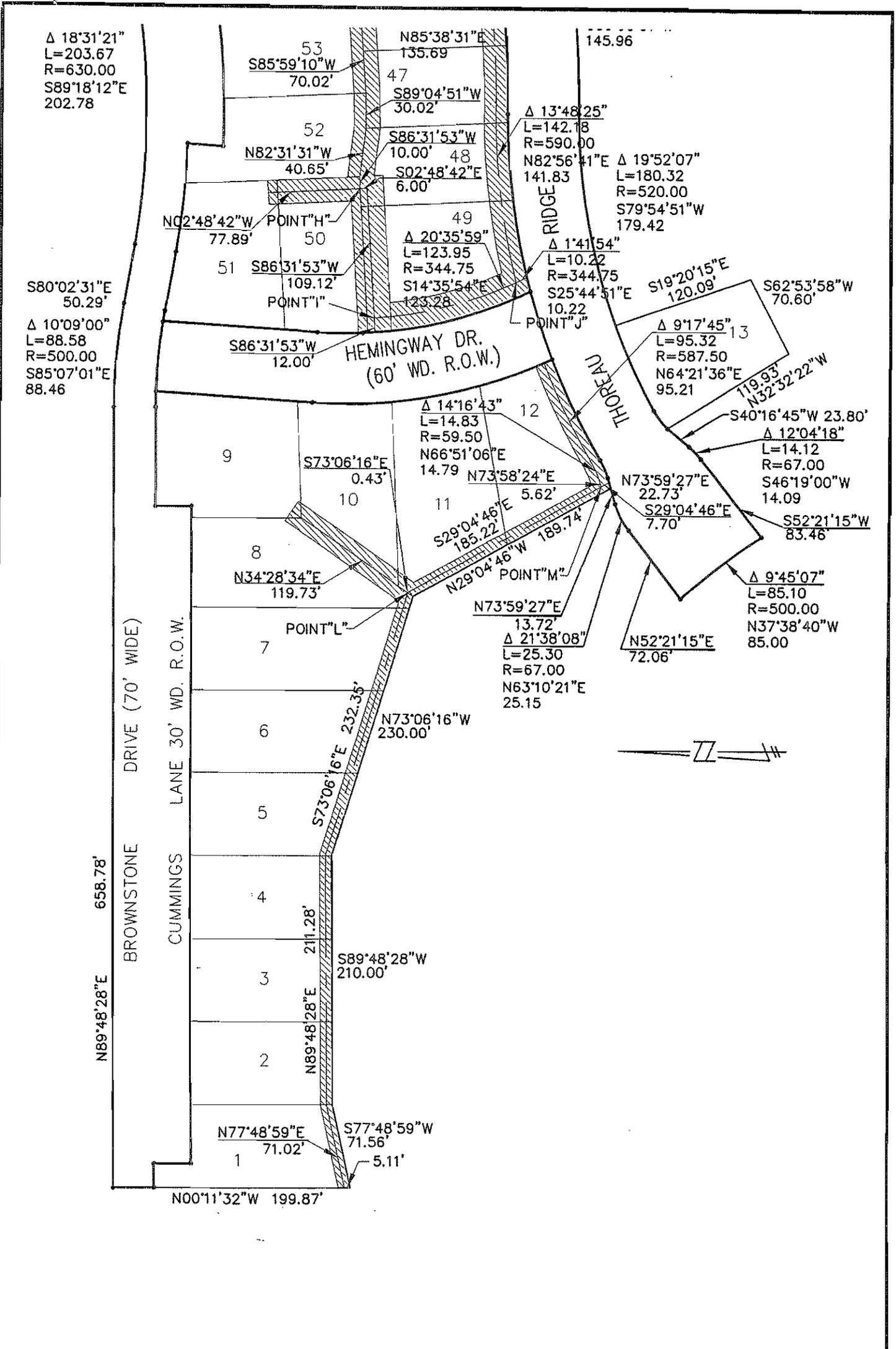


SEIBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS



MILLETICS AND
ASSOCIATES, L.L.C.
LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
(248) 473-7880



SECTION 11, T. 1 N., R. 8 E.
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES

STORM SEWER EASEMENT

Exhibit "B-1"

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
 DATE: 12-01-04
 JOB NO.: 00-007
 DWG FILE: 00-007EASE
 DRAWN BY: DSW
 CHECK: MLM
 SHEET: 3 OF 3



SEIBER, KEAST & ASSOCIATES, INC.
 CONSULTING ENGINEERS



MILLETICS AND ASSOCIATES, L.L.C.
 LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
 (248) 473-7880

EXHIBIT "B-2"

Legal Description
Ingress/Egress + Public Utilities

Meadowbrook Road; Brownstone Road, includes Cummins Lane and Twain Place; Hemingway Drive; Thoreau Ridge and Eastman Trail

A part of the Northeast 1 / 4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1001.05 feet, along the East line of said Section 11 and the centerline of Meadowbrook Road, to the Point of Beginning; thence continuing South 02°47'05" East, 791.09 feet, along the East line of said Section 11 and the centerline of said Meadowbrook Road, (said point being North 02°47'05" East, 846.19 feet from the East 1 / 4 Corner of said Section 11); thence South 87°12'55" West, 33.00 feet; thence North 02°47'05" West, 791.11 feet, to the centerline of Brownstone Drive (70.00 feet wide); thence North 87°12'31" East, 33.00 feet, to the Point of Beginning.

And Also, (Brownstone Drive, Twain Place and Cummings Lane)

Commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1001.05 feet, along the East line of said Section 11 and the centerline of said Meadowbrook Road; thence South 87°12'31" West, 33.00 feet, along the centerline of said Brownstone Drive, to the Point of Beginning; thence South 02°47'05" East, 35.00 feet; thence South 87°12'31" West, 94.79 feet; thence South 02°48'42" East, 30.00 feet; thence South 87°12'31" West, 189.45 feet; thence 66.31 feet along a curve to the right, said curve having a radius of 565.00 feet, a central angle of 06°43'29" and a chord bearing and distance of North 89°25'45" West, 66.27 feet; thence North 86°04'01" West, 208.13 feet; thence 94.88 feet along a curve to the left, said curve having a radius of 435.00 feet, a central angle of 12°29'50" and a chord bearing and distance of South 87°41'03" West, 94.69 feet; thence South 81°26'08" West, 203.94 feet; thence 130.21 feet along a curve to the right, said curve having a radius of 695.00 feet, a central angle of 10°44'04" and a chord bearing and distance of South 86°48'10" West, 130.02 feet; thence North 03°35'05" East, 30.00 feet; thence 91.13 feet along a curve to the right, said curve having a radius of 665.00 feet, a central angle of 07°51'07" and a chord bearing and distance of North 83°58'04" West, 91.06 feet; thence North 80°02'31" West, 50.29 feet; thence 82.37 feet along a curve to the left, said curve having a radius of 465.00 feet, a central angle of 10°09'00" and a chord bearing and distance of North 85°06'49" West, 82.27 feet; thence South 89°48'28" West, 83.96 feet; thence South 00°11'32" East, 30.00 feet; thence South 89°48'28" West, 554.69 feet; thence North 00°26'46" West, 31.00 feet; thence South 89°48'28" West, 20.00 feet; thence North 00°11'32" West, 34.02 feet, to a point on the centerline of said Brownstone Drive; thence North 89°48'28" East, 658.78 feet, along the centerline of said Brownstone Drive; thence 88.58 feet along a curve to the right, said curve having a radius of 500.00 feet, a central angle of 10°09'00" and a chord bearing and distance of South 85°07'01" East, 88.46 feet, along the centerline of said Brownstone Drive; thence South 80°02'31" East, 50.29 feet, along the centerline of said Brownstone Drive; thence 203.67 feet along a curve to the left, said curve having a radius of 630.00 feet, a central 18°31'21" and a chord bearing and distance of South 89°18'12" East, 202.78 feet, along the centerline of said Brownstone Drive; thence North 81°26'08" East, 203.94 feet, along the centerline of said Brownstone Drive; thence 109.07 feet along a curve to the right, said curve having a radius of 500.00 feet, a central angle 12°29'53" and a chord bearing and distance of North 87°41'03" East, 108.85 feet, along the centerline of said Brownstone Drive; thence South 86°04'01" East, 208.13 feet, along the centerline of said Brownstone Drive; thence 58.68 feet along a curve to the left, said curve having a radius of 500.00 feet, a central angle of 06°43'29" and a chord bearing and distance of South 89°25'45" East, 58.65 feet, along the centerline of said Brownstone Drive; thence North 87°12'31" East, 284.23 feet, along the centerline of said Brownstone Drive, to the Point of Beginning.

And Also, (Hemingway Drive)

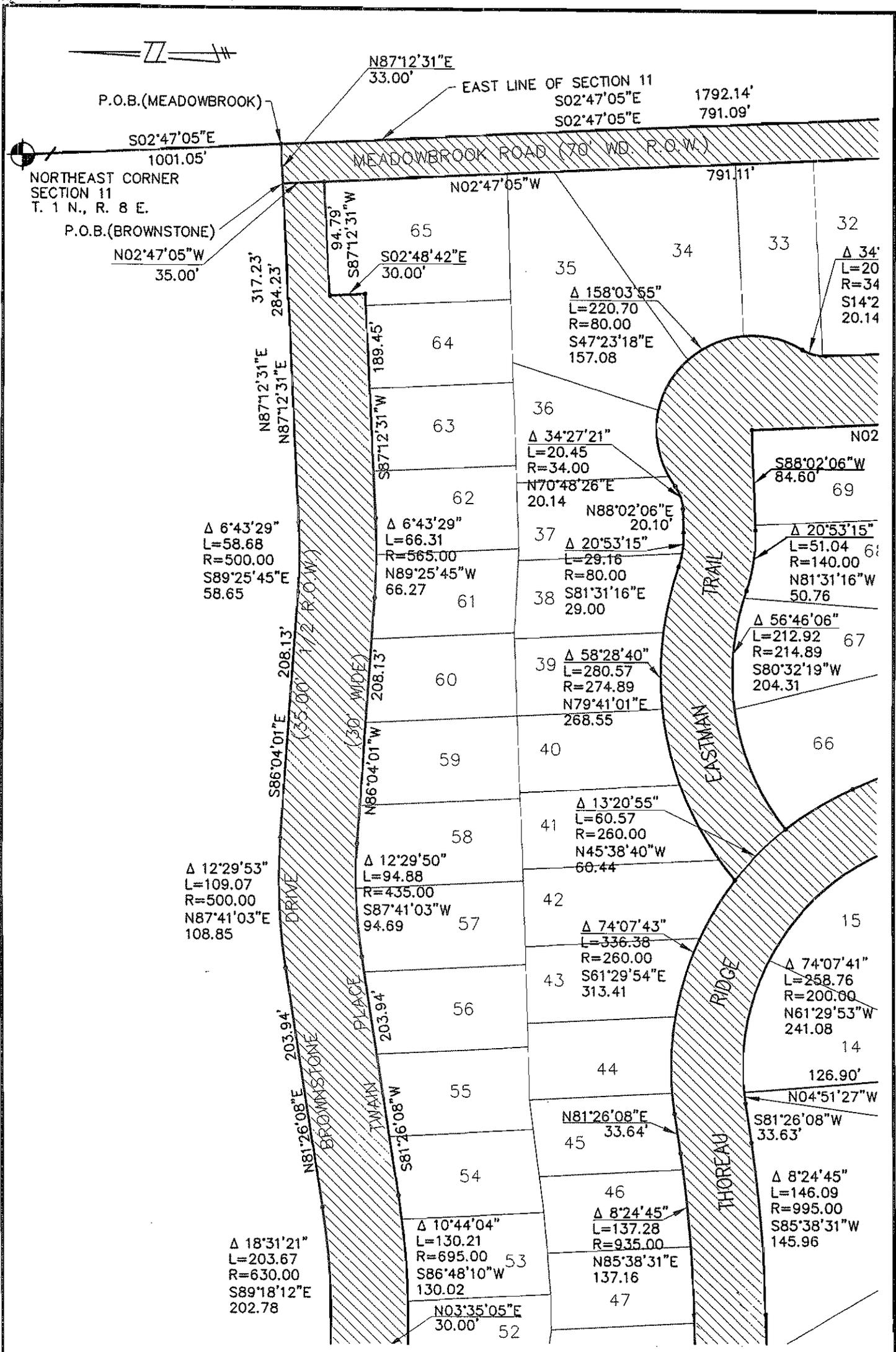
Commencing at the Northeast corner of Unit 9, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence 60.06 feet along a curve to the right, said curve having a radius of 465.00 feet, a central angle of 07°24'03" and a chord bearing and distance of South 84°51'59" East, 60.02 feet; thence South 03°35'05" West, 130.44 feet; thence 185.30 feet along a curve to the left, said curve having a radius of 356.75 feet, a central angle of 29°45'37" and a chord bearing and distance of South 11°17'56" East, 183.22 feet; thence 60.56 feet along a curve to the left, said curve having a radius of 580.00 feet, a central angle of 05°58'57" and a chord bearing and distance of South 72°02'39" West, 60.53 feet; thence 207.81 feet along a curve to the right, said curve having a radius of 416.75, a central angle of 28°34'11" and a chord bearing and distance of North 10°42'14" West, 205.66 feet; thence North 03°35'05" East, 132.06 feet, to the Point of Beginning.

And Also, (Thoreau Ridge)

Commencing at the Southeast corner of Lot 72, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence South 32°01'15" East, 80.00 feet; thence 90.66 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 64°55'38" and a chord bearing and distance of North 89°33'25" West, 85.88 feet; thence 18.67 feet along a curve to the left, said curve having a radius of 37.32 feet, a central angle of 28°39'41" and a chord bearing and distance of North 69°26'07" West, 18.48 feet; thence 275.26 feet along a curve to the right said curve having a radius of 260.00 feet, a central angle of 60°39'32" and a chord bearing and distance of North 54°43'29" West, 262.58 feet; thence North 24°23'43" West, 247.25 feet; thence 258.76 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 74°07'41" and a chord bearing and distance of North 61°29'53" West, 241.08 feet; thence South 81°26'08" West, 33.63 feet; thence 146.09 feet along a curve to the right, said curve having a radius of 995.00 feet, a central angle of 08°24'45" and a chord bearing and distance of South 85°38'31" West, 145.96 feet; thence 259.95 feet along a curve to the left, said curve having a radius of 520.00 feet, a central angle of 28°38'34" and a chord bearing and distance of South 75°31'39" West, 257.26 feet; thence 19.08 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 16°18'46" and a chord bearing and distance of South 53°03'01" West, 19.01 feet; thence South 40°16'45" West, 23.80 feet; thence 14.12 feet along a curve to the right, said curve having a radius of 67.00 feet, a central angle 12°04'18" and a chord bearing and distance of South 46°19'00" West, 14.09 feet; thence South 52°21'15" West, 83.46 feet; thence 85.10 feet along a curve to the left, said curve having a radius of 500.00 feet, a central angle of 09°45'07" and a chord bearing and distance of North 37°38'40" West, 85.00 feet; thence North 52°21'15" East, 72.06 feet; thence 25.30 feet along a curve to the right, said curve having radius of 67.00 feet, a central angle of 21°38'08" and a chord bearing and distance of North 63°10'21" East, 25.15 feet; thence North 73°59'27" East, 22.73 feet; thence 16.70 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 14°16'43" and a chord bearing and distance of North 66°51'06" East, 16.65 feet; thence 305.06 feet along a curve to the right, said curve having a radius of 580.00 feet, a central angle of 30°08'09" and a chord bearing and distance of North 74°46'49" East, 301.56 feet; thence 137.28 feet along a curve to the left, said curve having a radius of 935.00 feet, a central angle of 08°24'45" and a chord bearing and distance of North 85°38'31" East, 137.16 feet; thence North 81°26'08" East, 33.64 feet; thence 336.38 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 74°07'43" and a chord bearing and distance of South 61°29'54" East, 313.41 feet; thence South 24°23'43" East, 247.29 feet; thence 238.82 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 68°24'59" and a chord bearing and distance of South 58°36'13" East, 224.88 feet; thence North 87°11'18" East, 28.57 feet, to the Point of Beginning.

And Also, (Eastman Trail)

Commencing at the Southeast corner of Lot 72, "Tollgate Ravines", Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended, for a Point of Beginning; thence North 02°48'42" West, 426.45 feet; thence South 88°02'06" West, 84.60 feet; thence 51.04 feet along a curve to the right, said curve having a radius of 140.00 feet, a central angle of 20°53'15" and a chord bearing and distance of North 81°31'16" West, 50.76 feet; thence 212.92 feet along a curve to the left, said curve having a radius of 214.89 feet, a central angle of 56°46'06" and a chord bearing and distance of South 80°32'19" West, 204.31 feet; thence 60.57 feet along a curve to the left, said curve having a radius 260.00 feet, a central angle of 13°20'55" and a chord bearing and distance of North 45°38'40" West, 60.44 feet; thence 280.57 feet along a curve to the right, said curve having a radius of 274.89 feet, a central angle of 58°28'40" and a chord bearing and distance of North 79°41'01" East, 268.55 feet; thence 29.16 feet along a curve to the left, said curve having a radius of 80.00 feet, a central angle of 20°53'15" and a chord bearing and distance of South 81°31'16" East, 29.00 feet; thence North 88°02'06" East, 20.10 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance of North 70°48'26" East, 20.14 feet; thence 220.70 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 158°03'55" and a chord bearing and distance of South 47°23'18" East, 157.08 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance of South 14°24'59" West, 20.14 feet; thence South 02°48'42" East, 297.45 feet; thence 20.45 feet along a curve to the left, said curve having a radius of 34.00 feet, a central angle of 34°27'21" and a chord bearing and distance South 20°02'23" East, 20.14 feet; thence 132.99 feet along a curve to the right, said curve having a radius of 80.00 feet, a central angle of 95°14'49" and a chord bearing and distance South 10°21'21" West, 118.20 feet; thence North 32°01'15" West, 80.00 feet, to the Point of Beginning.



SECTION 11, T. 1 N., R. 8 E.
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES
INGRESS/EGRESS + PUBLIC UTILITIES

Exhibit "B-2"

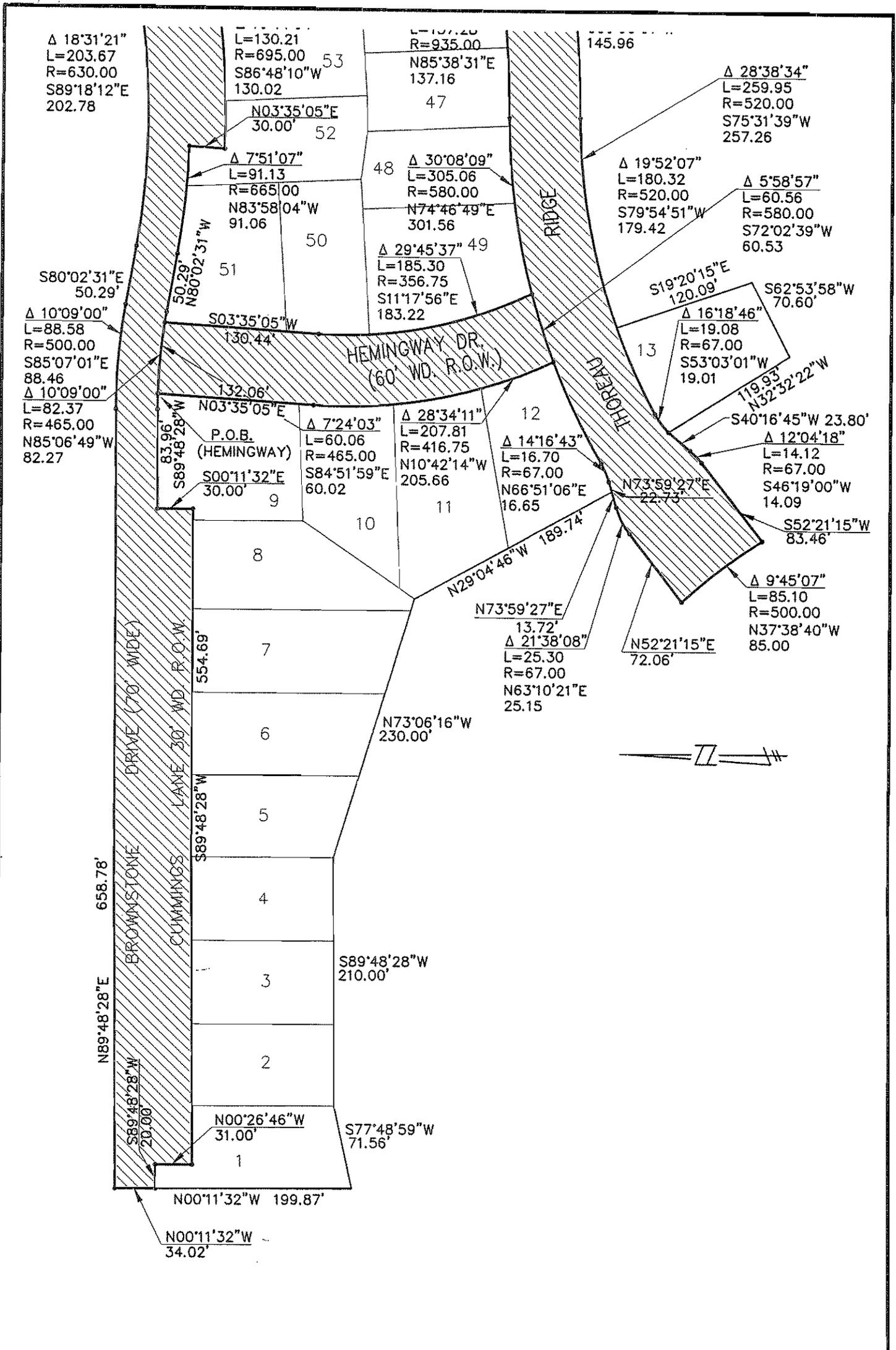
REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
 DATE: 12-01-04
 JOB NO.: 00-007
 DWG FILE: 00-007EASE
 DRAWN BY: DSW
 CHECK: MLM
 SHEET: 1 OF 3

SEIBER, KEAST & ASSOCIATES, INC.
 CONSULTING ENGINEERS

MILLETICS AND ASSOCIATES, L.L.C.
 LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
 (248) 473-7880



SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

TOLLGATE RAVINES
INGRESS/EGRESS + PUBLIC UTILITIES

Exhibit "B-2"

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 100'
DATE: 12-01-04
JOB NO.: 00-007
DWG FILE: 00-007EASE
DRAWN BY: DSW
CHECK: MLM
SHEET: 3 OF 3



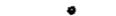
SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

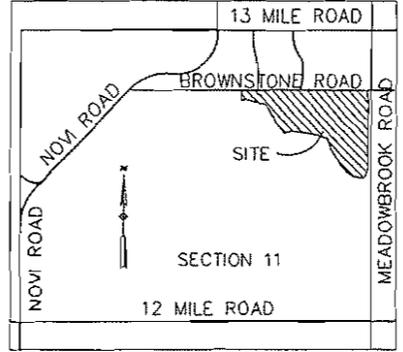


MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
(248) 473-7880

LEGEND

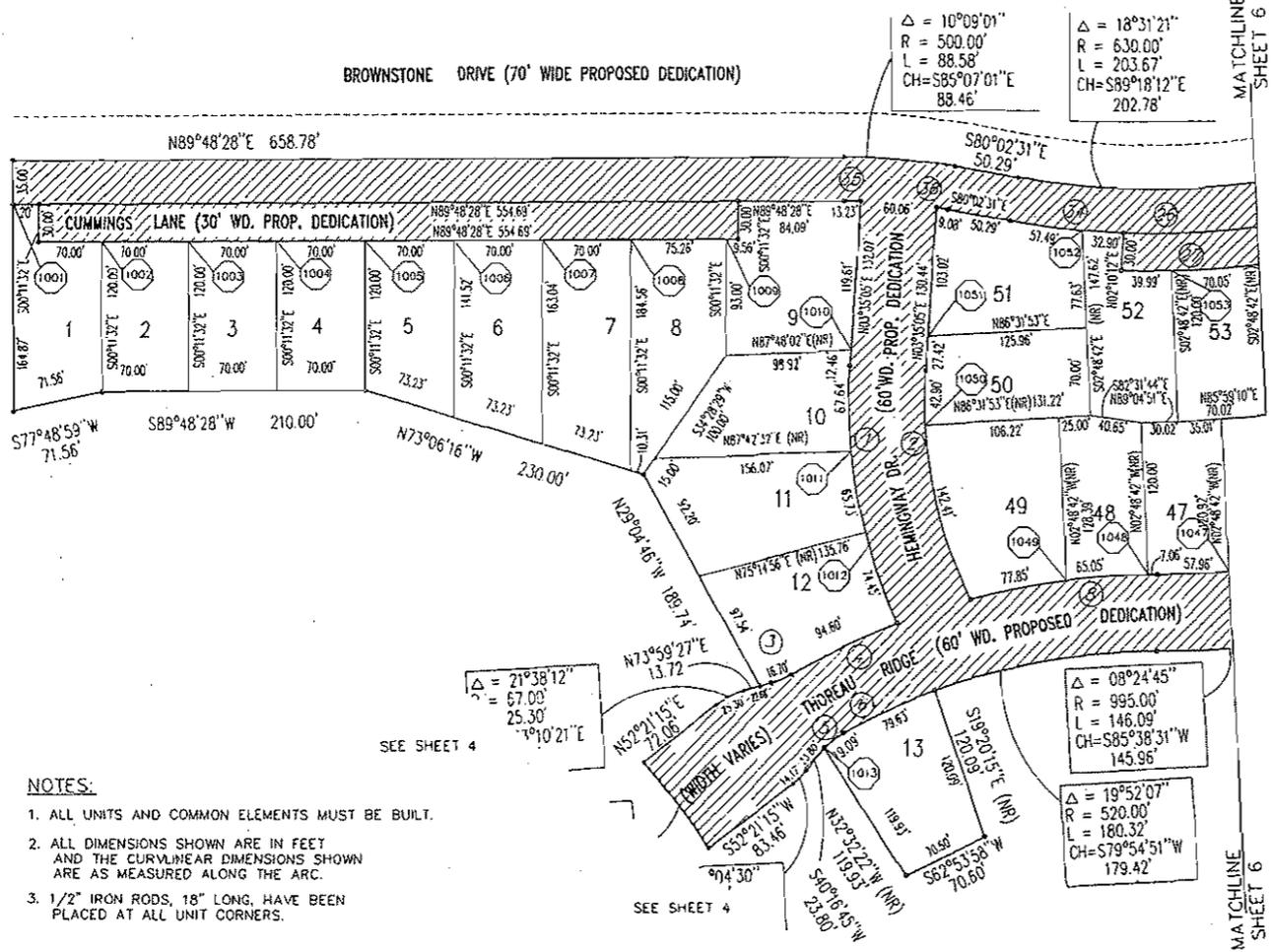
-  GENERAL COMMON ELEMENT
-  CONDG. SUB. BOUNDARY
-  CONC. MONUMENT
-  UNIT CORNER COORDINATE
-  CURVE NUMBER



LOCATION MAP

UNIT CORNER COORDINATES

UNIT #	UNIT AREA	Point	Northing	Easting
1	9,520	1001	4112.21	5823.73
2	8,400	1002	4082.45	5893.82
3	8,400	1003	4082.68	5963.82
4	8,400	1004	4082.92	6033.82
5	9,153	1005	4083.15	6103.82
6	10,659	1006	4083.39	6173.82
7	12,166	1007	4083.62	6243.82
8	11,009	1008	4083.86	6313.82
9	12,178	1009	4084.11	6389.08
10	10,110	1010	3994.91	6488.26
11	12,365	1011	3914.91	6488.73
12	10,777	1012	3850.30	6500.40
13	10,317	1013	3682.91	6467.41
47	7,824	1047	3820.66	6789.41
48	8,129	1048	3818.65	6724.43
49	12,912	1049	3814.04	6659.58
50	9,055	1050	3935.85	6547.25
51	10,790	1051	4006.09	6549.07
52	9,302	1052	4091.24	6671.00
53	8,359	1053	4058.84	6742.67

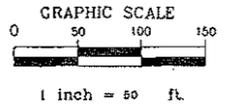


CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	416.75'	207.82'	106.12'	205.67'	S 10°42'03" E	28°34'16"
2	356.75'	185.31'	94.79'	185.31'	S 11°17'45" E	29°45'39"
3	67.00'	16.70'	8.40'	16.66'	N 66°50'55" E	14°17'04"
4	580.00'	94.60'	47.41'	94.50'	N 64°22'45" E	09°20'44"
5	67.00'	19.08'	9.60'	19.01'	N 53°02'57" E	16°18'53"
6	520.00'	79.63'	39.89'	79.55'	N 65°35'33" E	08°46'25"
8	580.00'	149.96'	75.40'	149.54'	N 82°26'29" E	14°48'50"
26	665.00'	124.60'	62.48'	124.41'	N 86°48'11" E	10°44'04"
27	695.00'	139.21'	65.30'	139.02'	N 86°48'10" E	10°44'04"
34	665.00'	90.39'	45.27'	90.32'	N 83°56'09" W	07°47'17"
35	465.00'	13.23'	6.62'	13.23'	N 89°22'37" W	01°37'50"
36	465.00'	9.08'	4.54'	9.08'	N 80°36'05" W	01°07'08"

- NOTES:**
1. ALL UNITS AND COMMON ELEMENTS MUST BE BUILT.
 2. ALL DIMENSIONS SHOWN ARE IN FEET AND THE CURVILINEAR DIMENSIONS SHOWN ARE AS MEASURED ALONG THE ARC.
 3. 1/2" IRON RODS, 18" LONG, HAVE BEEN PLACED AT ALL UNIT CORNERS.

SITE PLAN NORTH WEST TOLLGATE RAVINES

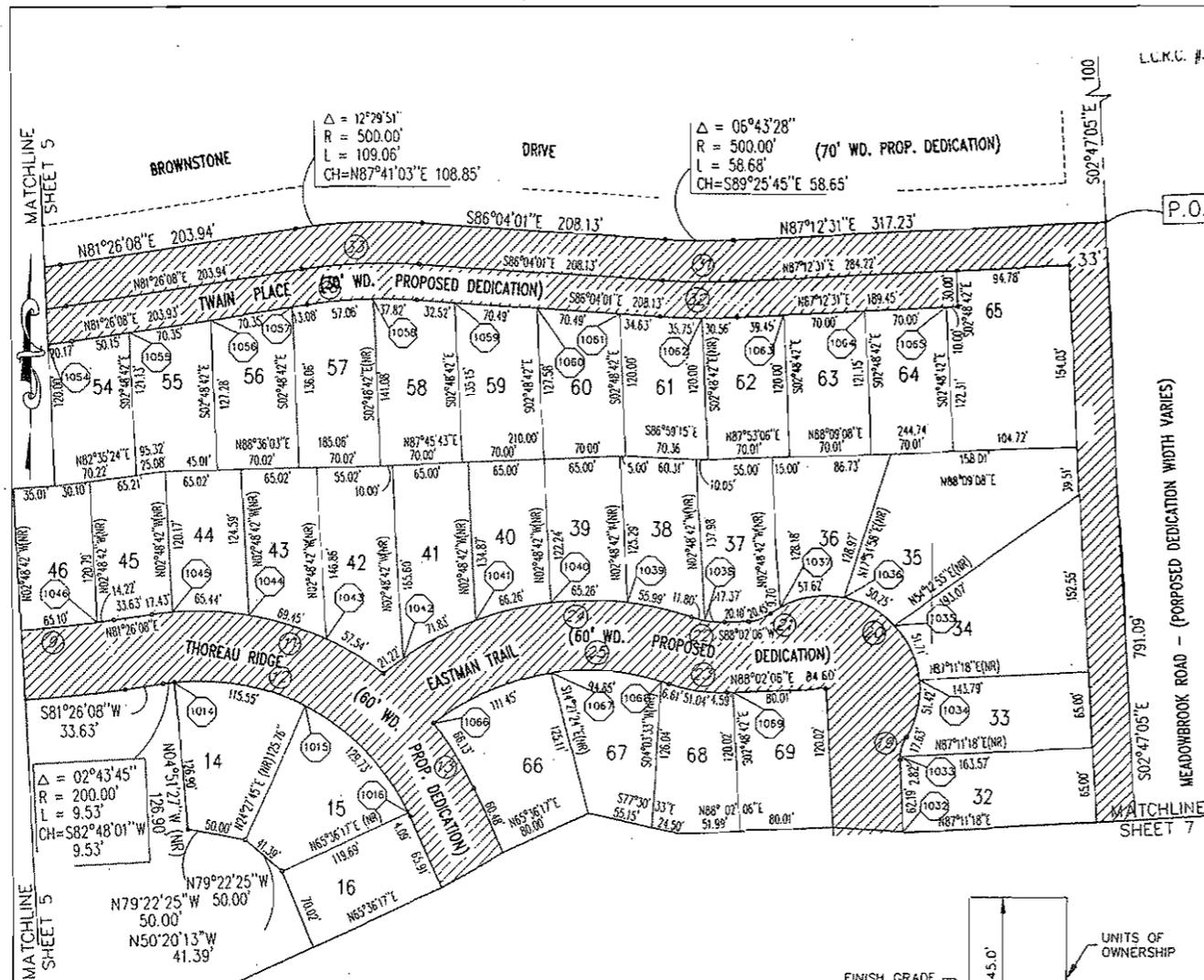


Edward P. O'Rourke

EDWARD P. O'ROURKE
 PROFESSIONAL SURVEYOR
 REGISTRATION NO. 16937
 SPALDING DECKER ASSOCIATES, INC.
 905 SOUTH BLVD. EAST
 ROCHESTER HILLS, MICHIGAN 48307
 PHONE: (248) 844-5400

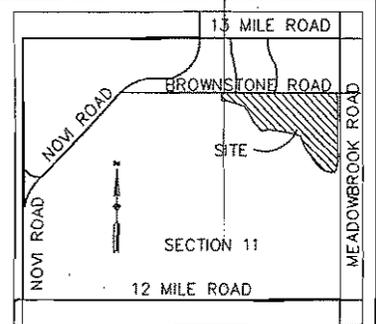


PROPOSED 11-21-2000



LEGEND

- GENERAL COMMON ELEMENT
- CONDO. SUB. BOUNDARY
- CONC. MONUMENT
- UNIT CORNER COORDINATE
- CURVE NUMBER



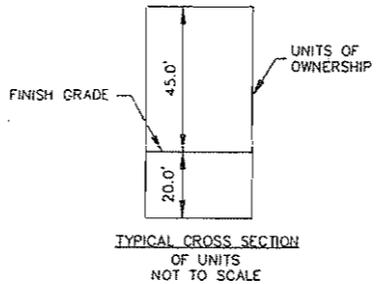
LOCATION MAP

UNIT CORNER COORDINATES

Point	Northing	Easting	Point	Northing	Easting	UNIT #	UNIT AREA	UNIT #	UNIT AREA
1014	3776.01	6919.90	1057	4094.88	7021.24	14	10,650	58	9,705
1015	3754.82	7031.86	1058	4101.61	7090.99	15	10,581	59	9,196
1016	3663.36	7120.64	1059	4098.42	7161.23	16	8,447	60	8,665
1032	3645.97	7544.79	1060	4093.59	7231.56	32	10,638	61	8,375
1033	3710.90	7541.72	1061	4088.75	7301.88	33	9,836	62	8,379
1034	3776.79	7558.32	1062	4085.06	7372.15	34	15,623	63	8,440
1035	3823.32	7537.90	1063	4087.64	7442.11	35	17,825	64	8,521
1036	3847.87	7495.01	1064	4091.05	7512.02	36	9,572	65	15,743
1037	3839.20	7439.29	1065	4094.46	7581.94	37	8,923	66	12,036
1038	3827.91	7374.76	1066	3740.56	7142.38	38	8,510	67	9,335
1039	3643.56	7308.91	1067	3783.59	7243.83	39	7,961	68	8,445
1040	3844.07	7243.81	1068	3776.19	7337.62	40	8,269	69	9,601
1041	3826.91	7179.48	1069	3766.82	7398.69	41	9,654		
1042	3795.68	7116.03				42	10,655		
1043	3812.68	7050.12				43	8,715		
1044	3833.33	6984.03				44	7,864		
1045	3836.16	6918.82				45	7,820		
1046	3827.12	6854.17				46	7,849		
1054	4063.74	6812.52				54	8,431		
1055	4073.93	6882.10				55	8,635		
1056	4084.40	6951.67				56	9,217		
						57	9,760		

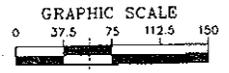
CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
9	935.00'	157.28'	68.77'	137.16'	N 85°38'31" E	08°24'45"
11	260.00'	209.66'	111.02'	204.21'	S 75°26'28" E	46°14'49"
12	200.00'	249.37'	143.82'	233.53'	S 60°08'54" E	71°26'54"
13	260.00'	66.13'	33.25'	65.96'	S 31°40'51" E	14°34'26"
19	34.00'	20.45'	10.54'	20.14'	N 14°24'59" E	34°27'21"
20	80.00'	220.70'	412.82'	157.08'	N 47°23'18" W	158°03'55"
21	34.00'	20.45'	10.54'	20.14'	S 70°46'24" W	34°27'21"
22	80.00'	29.17'	14.75'	29.00'	N 81°31'16" W	20°53'16"
23	140.00'	51.04'	25.81'	50.76'	N 81°31'16" W	20°53'16"
24	274.89'	280.56'	153.87'	268.54'	N 79°41'03" E	58°28'38"
25	214.89'	212.91'	116.11'	204.31'	S 80°32'20" W	56°46'04"
28	435.00'	94.88'	47.63'	94.70'	N 87°41'03" E	12°29'51"
31	535.00'	62.79'	31.43'	62.75'	S 89°25'45" E	06°43'28"
32	565.00'	66.31'	33.19'	66.27'	N 89°25'45" W	06°43'29"
33	465.00'	101.43'	50.92'	101.23'	S 87°41'03" W	12°29'51"



- NOTES:**
- ALL UNITS AND COMMON ELEMENTS MUST BE BUILT.
 - ALL DIMENSIONS SHOWN ARE IN FEET AND THE CURVILINEAR DIMENSIONS SHOWN ARE AS MEASURED ALONG THE ARC.
 - 1/2" IRON RODS, 18" LONG, HAVE BEEN PLACED AT ALL UNIT CORNERS.

Edward P. O'Rourke
 EDWARD P. O'ROURKE
 PROFESSIONAL SURVEYOR
 REGISTRATION NO. 16937
 SPALDING DEDECKER ASSOCIATES, INC.
 905 SOUTH BLVD. EAST
 ROCHESTER HILLS, MICHIGAN 48307
 PHONE: (248) 844-5400

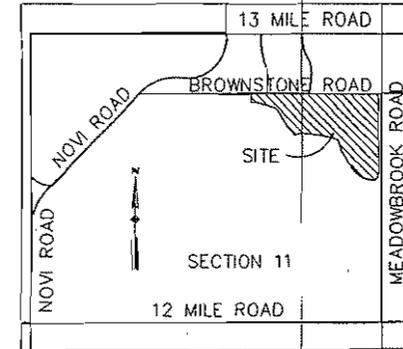


PROPOSED 11-21-2000

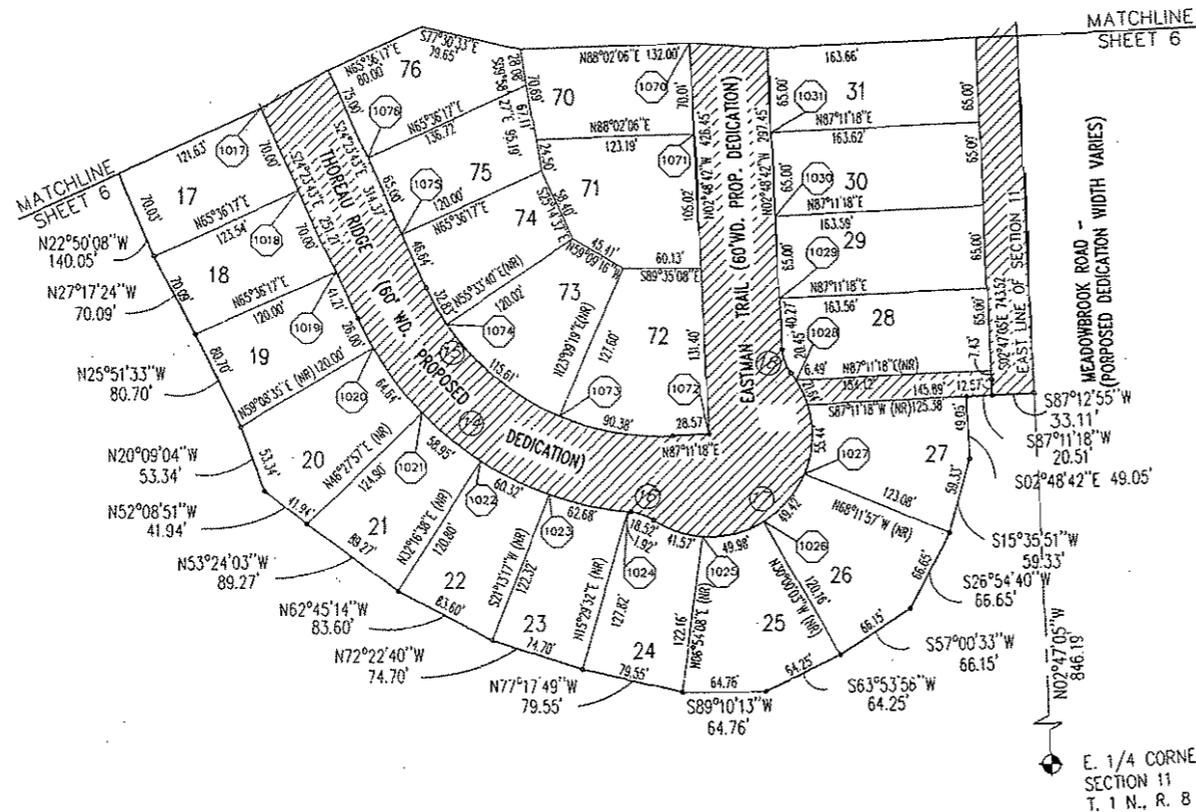


LEGEND

- GENERAL COMMON ELEMENT
- CONDO. SUB. BOUNDARY
- CONC. MONUMENT
- UNIT CORNER COORDINATE
- CURVE NUMBER



LOCATION MAP



UNIT # UNIT AREA

17	8,581
18	8,524
19	8,821
20	9,998
21	8,954
22	8,628
23	8,471
24	8,495
25	10,813
26	11,145
27	10,051
28	10,551
29	10,633
30	10,635
31	10,637
70	8,931
71	10,816
72	11,745
73	10,083
74	8,296
75	8,343
76	9,160

UNIT CORNER COORDINATES

Point	Northing	Easting
1017	3599.62	7149.59
1018	3535.87	7178.51
1019	3472.12	7207.42
1020	3411.49	7236.34
1021	3360.16	7275.37
1022	3323.04	7321.00
1023	3296.66	7375.09
1024	3283.19	7436.15
1025	3263.80	7494.29
1026	3275.79	7541.98
1027	3312.89	7573.43
1028	3386.74	7566.95
1029	3451.20	7554.36
1030	3516.13	7551.17
1031	3581.05	7547.98
1070	3649.69	7484.54
1071	3579.77	7487.97
1072	3343.62	7499.57
1073	3357.99	7382.82
1074	3430.72	7295.03
1075	3501.85	7259.82
1076	3561.04	7232.97

- NOTES:**
- ALL UNITS AND COMMON ELEMENTS MUST BE BUILT.
 - ALL DIMENSIONS SHOWN ARE IN FEET AND THE CURVILINEAR DIMENSIONS SHOWN ARE AS MEASURED ALONG THE ARC.
 - 1/2" IRON RODS, 18" LONG, HAVE BEEN PLACED AT ALL UNIT CORNERS.

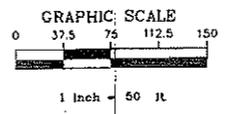
CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
14	260.00'	274.51'	151.61'	261.94'	S 54°38'33" E	60°29'39"
15	200.00'	238.82'	135.96'	224.88'	S 58°36'13" E	68°24'59"
16	37.32'	18.52'	9.46'	18.33'	S 70°40'19" E	28°26'05"
17	80.00'	224.54'	473.31'	157.76'	N 43°08'20" E	160°48'47"
18	34.00'	20.45'	10.54'	20.14'	N 20°02'23" W	34°27'21"

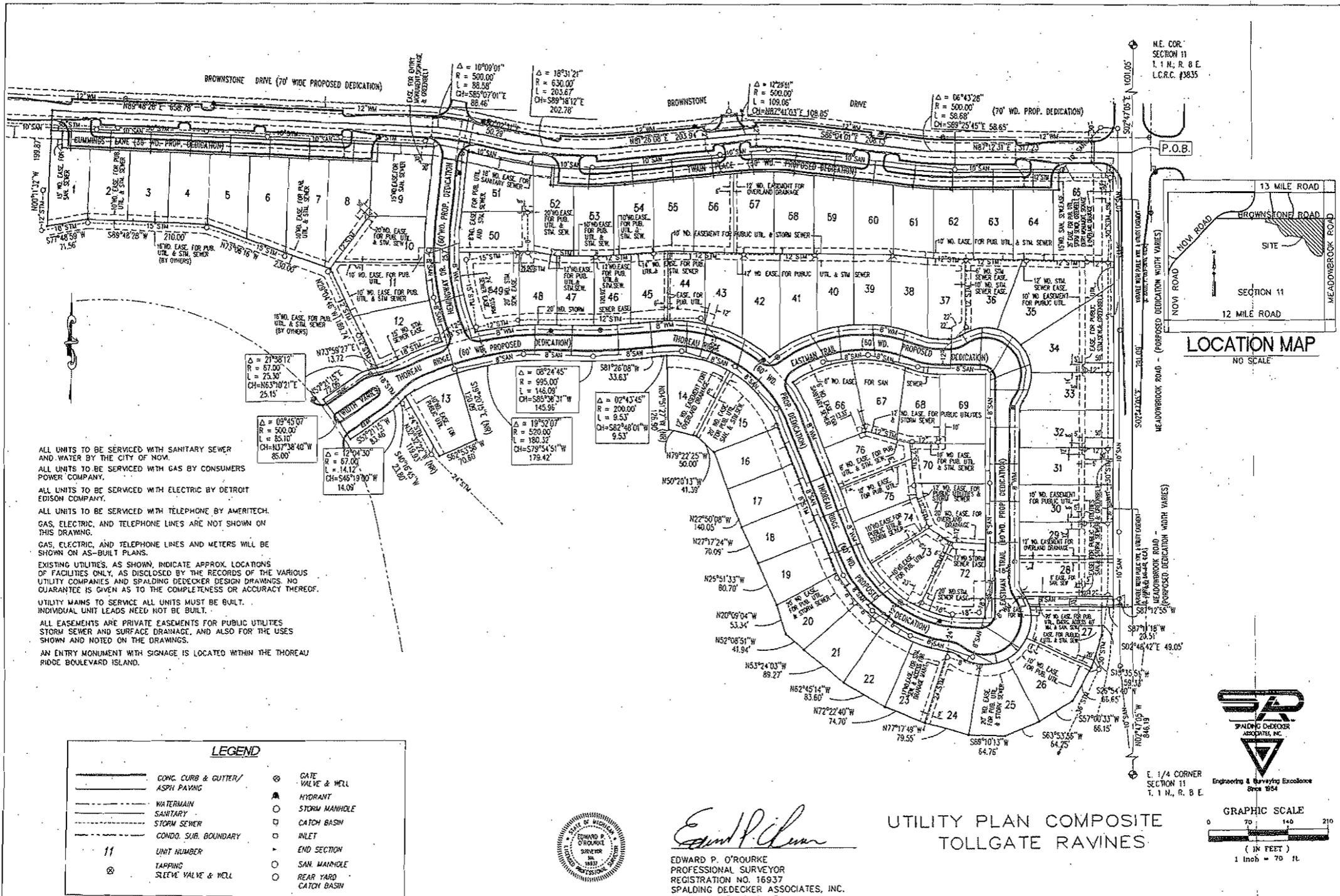
E. 1/4 CORNER SECTION 11 T. 1 N., R. 8 E.

SITE PLAN SOUTH EAST TOLLGATE RAVINES

Edward P. O'Rourke
 EDWARD P. O'ROURKE
 PROFESSIONAL SURVEYOR
 REGISTRATION NO. 16937
 SPALDING DEDECKER ASSOCIATES, INC.
 905 SOUTH BLVD. EAST
 ROCHESTER HILLS, MICHIGAN 48307
 PHONE: (248) 844-5400



PROPOSED 11-21-2000



ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY THE CITY OF NOV.

ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY.

ALL UNITS TO BE SERVICED WITH ELECTRIC BY DETROIT EDISON COMPANY.

ALL UNITS TO BE SERVICED WITH TELEPHONE BY AMERITECH.

GAS, ELECTRIC, AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING.

GAS, ELECTRIC, AND TELEPHONE LINES AND METERS WILL BE SHOWN ON AS-BUILT PLANS.

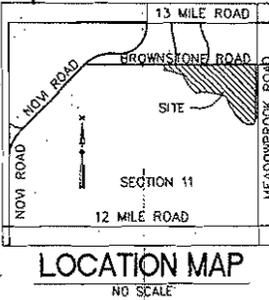
EXISTING UTILITIES, AS SHOWN, INDICATE APPROX. LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND SPALDING DEDECKER DESIGN DRAWINGS. NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

UTILITY MAINS TO SERVICE ALL UNITS MUST BE BUILT. INDIVIDUAL UNIT LEADS NEED NOT BE BUILT.

ALL EASEMENTS ARE PRIVATE EASEMENTS FOR PUBLIC UTILITIES, STORM SEWER AND SURFACE DRAINAGE, AND ALSO FOR THE USES SHOWN AND NOTED ON THE DRAWINGS.

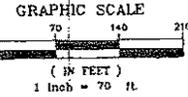
AN ENTRY MONUMENT WITH SIGNAGE IS LOCATED WITHIN THE THOREAU RIDGE BOULEVARD ISLAND.

LEGEND	
	CONC. CURB & GUTTER/ ASPH. PAVING
	WATERMAIN
	SANITARY
	STORM SEWER
	CONDO. SUB. BOUNDARY
	UNIT NUMBER
	TAPPING
	SLEEVE VALVE & WELL
	GATE VALVE & WELL
	HYDRANT
	STORM MANHOLE
	CATCH BASIN
	INLET
	END SECTION
	SAN. MANHOLE
	REAR YARD CATCH BASIN

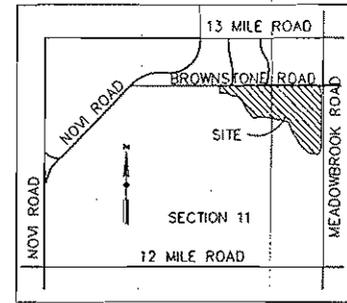


Edward P. O'Rourke
 EDWARD P. O'ROURKE
 PROFESSIONAL SURVEYOR
 REGISTRATION NO. 16937
 SPALDING DEDECKER ASSOCIATES, INC.
 905 SOUTH BLVD. EAST
 ROCHESTER HILLS, MICHIGAN 48307
 PHONE: (248) 844-5400

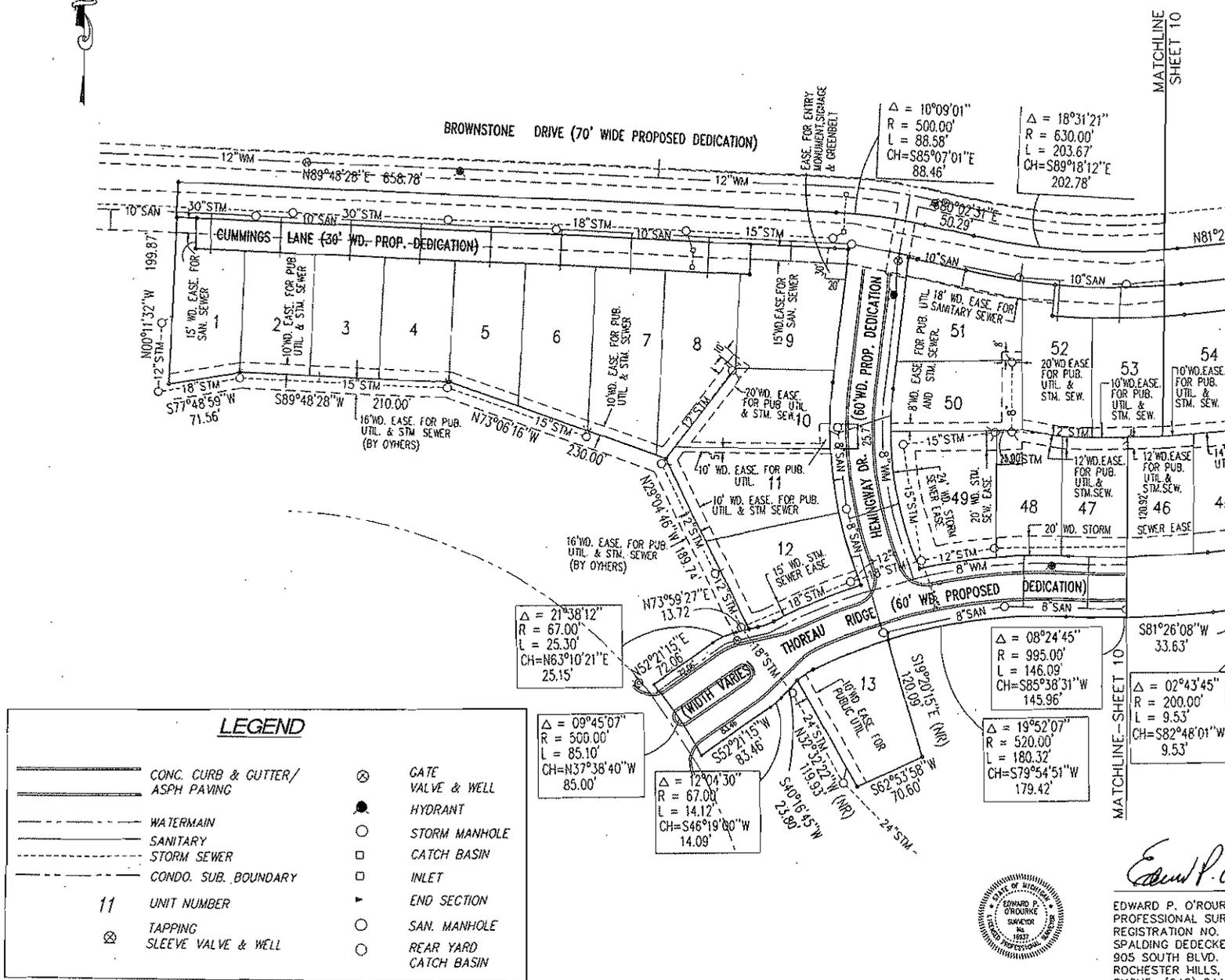
UTILITY PLAN COMPOSITE
 TOLLGATE RAVINES



PROPOSED 11-21-2000



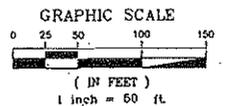
LOCATION MAP
NO SCALE



LEGEND	
	CONC. CURB & GUTTER/ ASPH PAVING
	WATERMAIN
	SANITARY
	STORM SEWER
	CONDO. SUB. BOUNDARY
11	UNIT NUMBER
	TAPPING
	SLEEVE VALVE & WELL
	GATE VALVE & WELL
	HYDRANT
	STORM MANHOLE
	CATCH BASIN
	INLET
	END SECTION
	SAN. MANHOLE
	REAR YARD CATCH BASIN

ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY THE CITY OF NOVI.
 ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY.
 ALL UNITS TO BE SERVICED WITH ELECTRIC BY DETROIT EDISON COMPANY.
 ALL UNITS TO BE SERVICED WITH TELEPHONE BY AMERITECH.
 GAS, ELECTRIC, AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING.
 GAS, ELECTRIC, AND TELEPHONE LINES AND METERS WILL BE SHOWN ON THE AS-BUILT PLANS.
 EXISTING UTILITIES, AS SHOWN, INDICATE APPROX. LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND SPALDING DEDECKER DESIGN DRAWINGS. NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.
 UTILITY MAINS TO SERVICE ALL UNITS MUST BE BUILT. INDIVIDUAL UNIT LEADS NEED NOT BE BUILT.
 ALL EASEMENTS ARE PRIVATE EASEMENTS FOR PUBLIC UTILITIES, STORM SEWER AND SURFACE DRAINAGE, AND ALSO FOR THE USES SHOWN AND NOTED ON THE DRAWINGS.
 AN ENTRY MONUMENT WITH SIGNAGE IS LOCATED WITHIN THE THOREAU RIDGE BLVD. ISLAND.

UTILITY PLAN NORTH WEST TOLLGATE RAVINES

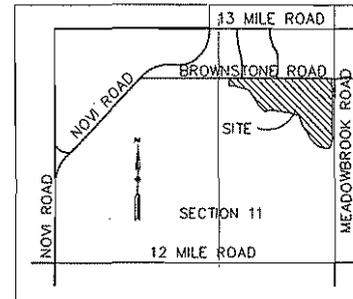
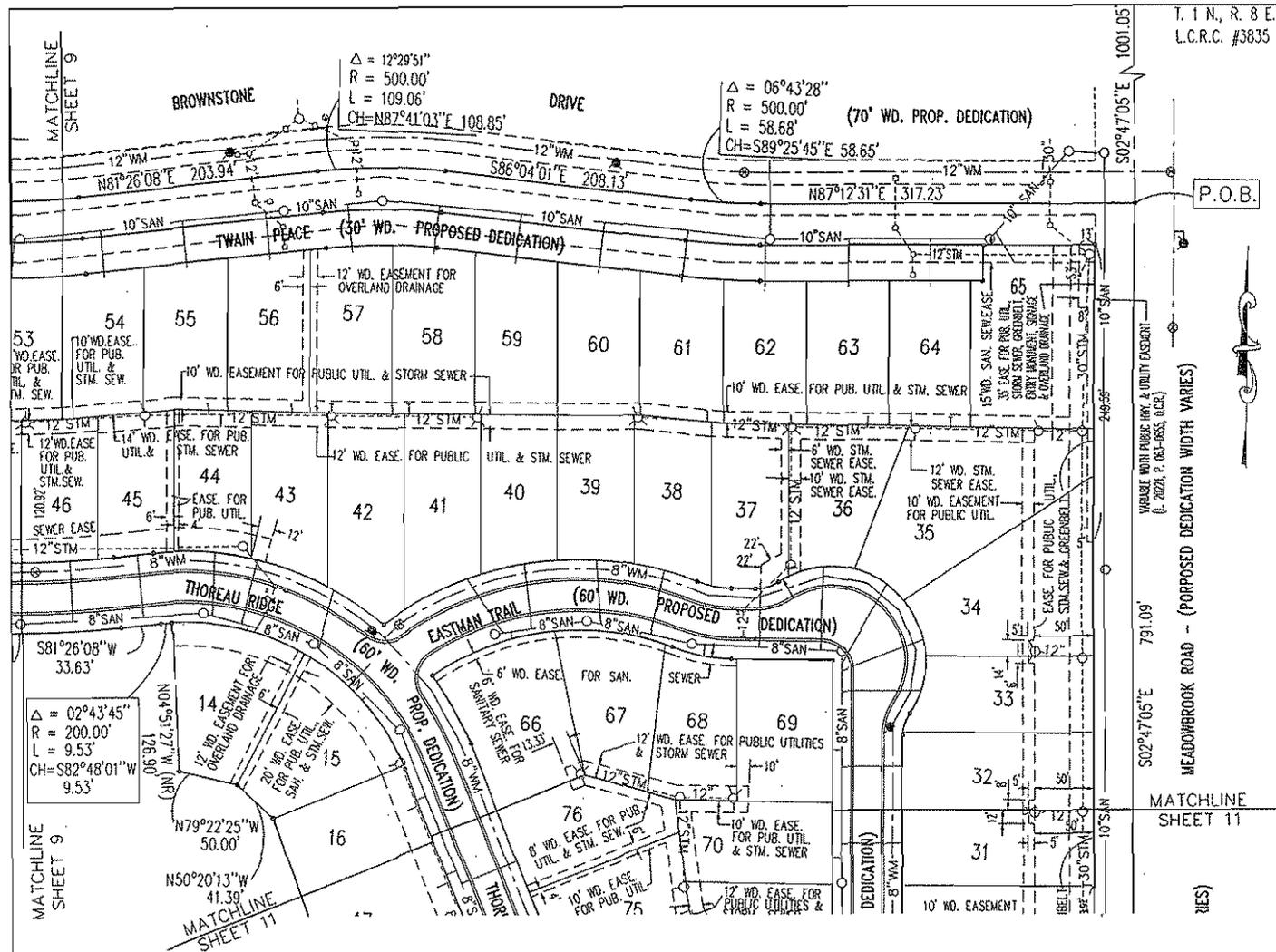


Edward P. O'Rourke



EDWARD P. O'ROURKE
 PROFESSIONAL SURVEYOR
 REGISTRATION NO. 16937
 SPALDING DEDECKER ASSOCIATES, INC.
 905 SOUTH BLVD. EAST
 ROCHESTER HILLS, MICHIGAN 48307
 PHONE: (248) 844-5400

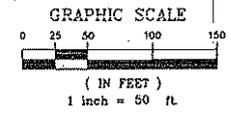




LOCATION MAP
NO SCALE

ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY THE CITY OF NOVI.
 ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY.
 ALL UNITS TO BE SERVICED WITH ELECTRIC BY DETROIT EDISON COMPANY.
 ALL UNITS TO BE SERVICED WITH TELEPHONE BY AMERITECH.
 GAS, ELECTRIC, AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING.
 GAS, ELECTRIC, AND TELEPHONE LINES AND METERS WILL BE SHOWN ON THE AS-BUILT PLANS.
 EXISTING UTILITIES, AS SHOWN, INDICATE APPROX. LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND SPALDING DEDECKER DESIGN DRAWINGS. NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.
 UTILITY MAINS TO SERVICE ALL UNITS MUST BE BUILT. INDIVIDUAL UNIT LEADS NEED NOT BE BUILT.
 ALL EASEMENTS ARE PRIVATE EASEMENTS FOR PUBLIC UTILITIES, STORM SEWER AND SURFACE DRAINAGE, AND ALSO FOR THE USES SHOWN AND NOTED ON THE DRAWINGS.

UTILITY PLAN NORTH EAST TOLLGATE RAVINES



LEGEND	
	CONC. CURB & GUTTER/ ASPH PAVING
	WATERMAIN
	SANITARY SEWER
	STORM SEWER
	CONDO. SUB. BOUNDARY
	UNIT NUMBER
	TAPPING SLEEVE VALVE & WELL
	GATE VALVE & WELL
	HYDRANT
	STORM MANHOLE
	CATCH BASIN
	INLET
	END SECTION
	SAN. MANHOLE
	REAR YARD CATCH BASIN

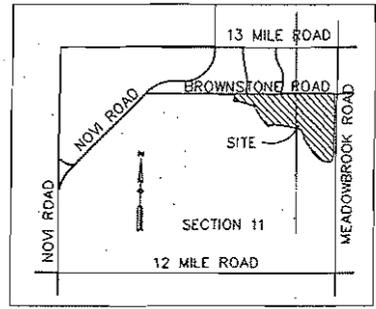
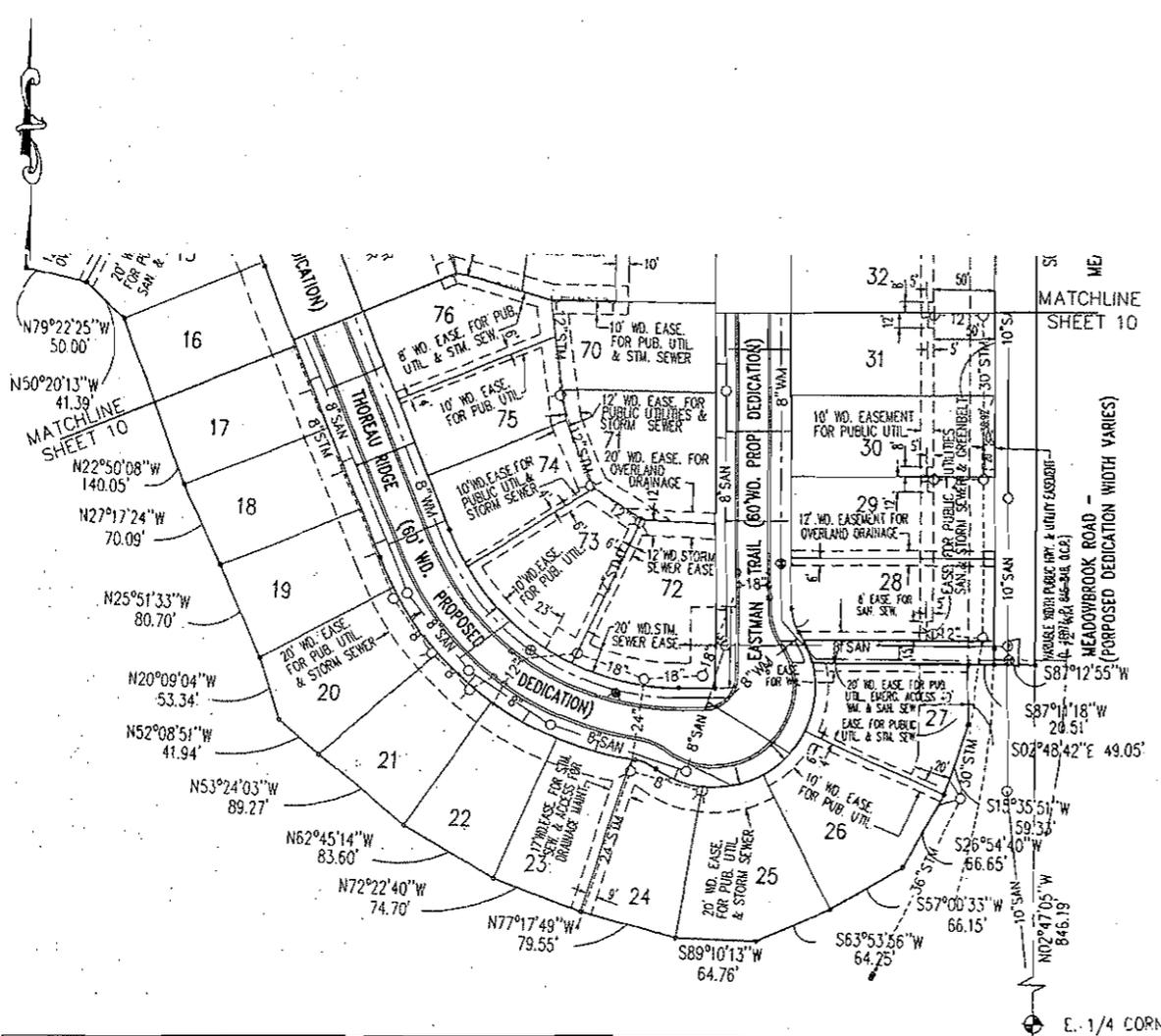


Edward P. O'Rourke

EDWARD P. O'ROURKE
 PROFESSIONAL SURVEYOR
 REGISTRATION NO. 16937
 SPALDING DEDECKER ASSOCIATES, INC.
 905 SOUTH BLVD. EAST
 ROCHESTER HILLS, MICHIGAN 48307
 PHONE: (248) 844-5400



PROPOSED 11-21-2000



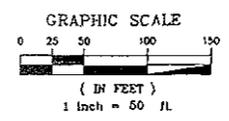
LOCATION MAP
NO SCALE

ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY THE CITY OF NOVI.
 ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY.
 ALL UNITS TO BE SERVICED WITH ELECTRIC BY DETROIT EDISON COMPANY.
 ALL UNITS TO BE SERVICED WITH TELEPHONE BY AMERITECH.
 GAS, ELECTRIC, AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING.
 GAS, ELECTRIC, AND TELEPHONE LINES AND METERS WILL BE SHOWN ON THE AS-BUILT PLANS.
 EXISTING UTILITIES, AS SHOWN, INDICATE APPROX. LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND SPALDING DEDECKER DESIGN DRAWINGS. NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.
 UTILITY MAINS TO SERVICE ALL UNITS MUST BE BUILT. INDIVIDUAL UNIT LEADS NEED NOT BE BUILT.
 ALL EASEMENTS ARE PRIVATE EASEMENTS FOR PUBLIC UTILITIES, STORM SEWER AND SURFACE DRAINAGE, AND ALSO FOR THE USES SHOWN AND NOTED ON THE DRAWINGS.

UTILITY PLAN SOUTH EAST TOLLGATE RAVINES

LEGEND	
	CONC. CURB & GUTTER/ ASPH PAVING
	WATERMAIN
	SANITARY
	STORM SEWER
	CONDO. SUB. BOUNDARY
	11 UNIT NUMBER
	TAPPING
	SLEEVE VALVE & WELL
	GATE VALVE & WELL
	HYDRANT
	STORM MANHOLE
	CATCH BASIN
	INLET
	END SECTION
	SAN. MANHOLE
	REAR YARD CATCH BASIN

E. 1/4 CORNER SECTION 11 T. 1 N., R. 8 E.



Edward P. O'Rourke
 EDWARD P. O'ROURKE
 PROFESSIONAL SURVEYOR
 REGISTRATION NO. 16937
 SPALDING DEDECKER ASSOCIATES, INC.
 905 SOUTH BLVD. EAST
 ROCHESTER HILLS, MICHIGAN 48307
 PHONE: (248) 844-5400



EMERGENCY ACCESS EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Singh of Tollgate Ravines, L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, ("Grantor") 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 ("Grantee"), being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) an easement for the purpose of ingress and egress by emergency service providers in, over, upon and through the following described premises situated in Section 14, Town 1 North, Range 8 East, City of Novi, State of Michigan, to wit:

See Attached Exhibit "A"

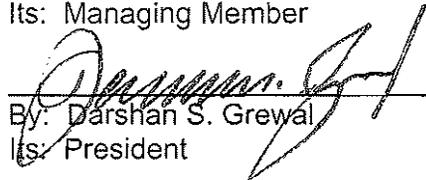
Exempt pursuant to MCLA 207.505(a)
And MCLA 207.526(a)

Grantor reserves for the benefit of the City and any emergency service agency, an easement over the Easement Area described on the attached and incorporated Exhibit A for use by the City, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the premises, owners, occupants and invitees thereof. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.

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

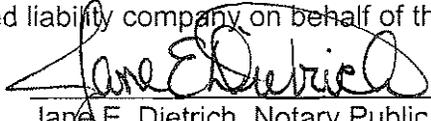
Dated this 19th day of April, 2006.

SINGH OF TOLLGATE RAVINES, L.L.C
A Michigan limited liability company
By: Singh Land Company
Its: Managing Member


By: Darshan S. Grewal
Its: President

STATE OF MICHIGAN) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of April, 2006, by Darshan S. Grewal, President of Singh Land Company, Managing Member of Singh of Tollgate Ravines, L.L.C., a Michigan limited liability company on behalf of the company.


Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06-08-2012
Acting in Oakland County

Drafted by:
Elizabeth M. Kudla
Secrest, Wardle, Lynch, Hampton, et al
30903 Northwestern Highway
Farmington Hills, MI 48334

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



40399 Grand River Avenue • Suite 110 • Novi, Michigan 48375-2123
248.473.7880 • Fax 248.473.7890

February 10, 2006
Job No. 00-007
"Tollgate Ravines"

Legal Description
Emergency Access Easement

A 20.00 feet wide easement for emergency access being a part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Northeast corner of Unit 27 "Tollgate Ravines" Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491 Oakland County Records, as amended, for a Point of Beginning; thence South $87^{\circ}11'18''$ West, 125.40 feet, to a point on the Easterly right-of-way of Eastman Trail (60.00 feet wide) and the Northwest corner of said Unit 27; thence 21.65 feet along a curve to the left, said curve having a radius of 80.00 feet, a central angle of $15^{\circ}30'08''$ and a chord bearing and distance of North $24^{\circ}52'00''$ West, 21.58 feet, along the Easterly right-of-way of said Eastman Trail, to the Southwest corner of Unit 28 of said "Tollgate Ravines"; thence North $87^{\circ}11'18''$ East, 154.13 feet, to a point on the Westerly right-of-way of Meadowbrook Road and the Southeast corner of said Unit 28; thence South $02^{\circ}47'05''$ East, 20.00 feet, along the Westerly right-of-way of said Meadowbrook Road; thence South $87^{\circ}11'18''$ West, 20.62 feet, to the Point of Beginning.



MEADOWBROOK ROAD

S 02°47'05" E
20.00'

20.62'
S 87°11'18" W

POINT OF
BEGINNING

28

27

29

154.13'

125.40'

N 87°11'18" E

S 87°11'18" W

26

L=21.65'
R=80.00'
Delta=15°30'08"
Chord=N24°52'00"W
21.58'

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

SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

EMERGENCY ACCESS EASEMENT
TOLLGATE RAVINES

EXHIBIT 'A'

REVISIONS	
NO.	DATE

SCALE: 1" = 30'
DATE: 2-11-06
JOB NO.: 00-007
DWG FILE: 00-007-ease1
DRAWN BY: RLP
CHECK: MLM
SHEET: 1 OF 1

MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS
40000 GRAND RIVER AVENUE • SUITE 208 • NOVI, MI • 48375-2110
248.473.7880

DETENTION BASIN ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Singh of Tollgate Ravines, L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, ("Owner") 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) an easement for the purpose of providing ingress, egress to the City, including its agents, employees or representatives, to enter through the Detention Basin Access Easement Area as described and depicted in **Exhibit A**, to inspect, maintain, or repair, the Detention Basin Easement Area described and depicted in **Exhibit B**, in the event that the Owner fails to properly maintain or repair such facilities. The City may, but has no obligation to perform such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the Detention Basin Easement Area described and depicted in **Exhibit B**.

The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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.

WITNESSES:

GRANTOR:

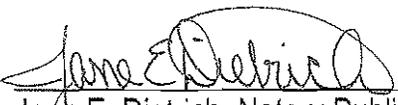
Singh of Tollgate Ravines L.L.C
A Michigan limited liability company
By: Singh Land Company
Its: Managing Member


By: Pargat S. Grewal
Its: Vice President


Jane E. Dietrich

STATE OF MICHIGAN) ss
COUNTY OF OAKLAND)

Subscribed and sworn before me this 15th day of February, 2006, by Pargat S. Grewal, Vice President of Singh Land Company, Managing Member of Singh of Tollgate Ravines L.L.C., a Michigan Limited Liability Company.


Jane E. Dietrich, Notary Public
Oakland County, Michigan
My Commission Expires: 06-08-2012
Acting in Oakland County

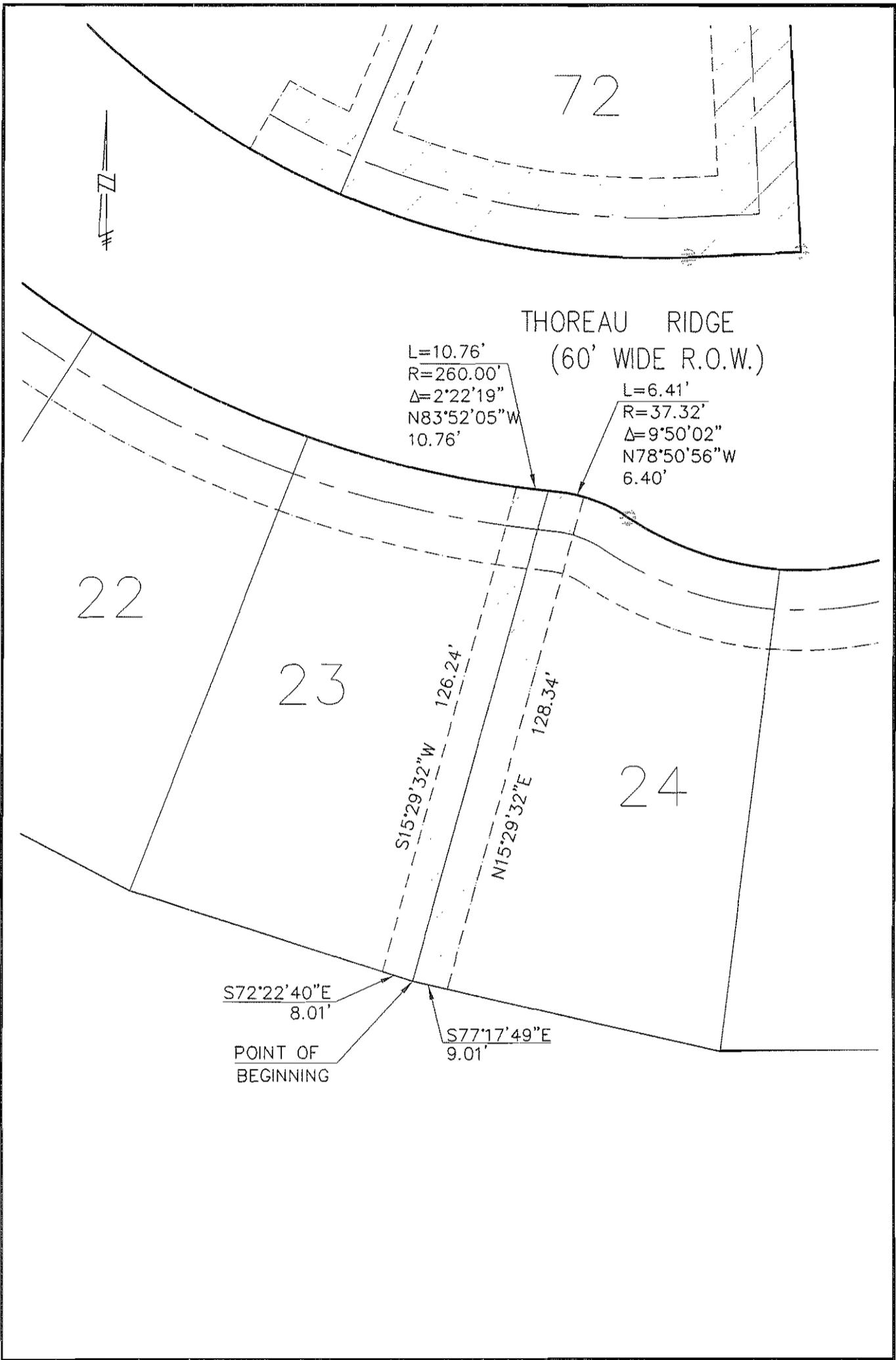
Drafted by:
Elizabeth Kudla
Secrest, Wardle, et al
30903 Northwestern Highway
Farmington Hills, MI 48375-3024

When recorded return to:
City of Novi
City Clerk
45175 West Ten Mile Road
Novi, MI 48375

EXHIBIT "A"

17.00' Wide Easement for
Storm Sewer and Access for Drainage Maintenance

A 17.00 feet wide easement for storm sewer and access for drainage maintenance being a part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast corner of Unit 23 "Tollgate Ravines" Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491 Oakland County Records, as amended, for a point of beginning; thence South 77°17'49" East, 9.01 feet; thence North 15°29'32" East, 128.34 feet, to the Southerly right-of-way of Thoreau Ridge (60.00 Feet Wide); thence 6.41 feet along a curve to the left, said curve having a radius of 37.32 feet, a central angle of 9°50'02" and a chord bearing and distance of North 78°50'56" West, 6.40 feet, along the Southerly right-of-way of said Thoreau Ridge; thence 10.76 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 2°22'19" and a chord bearing and distance of North 83°52'05" West, 10.76 feet, along the Southerly right-of-way of said Thoreau Ridge; thence South 15°29'32" West, 126.24 feet; thence South 72°22'40" East, 8.01 feet, to the Point of Beginning.



SECTION 11, T. 1 N., R. 8 E. CITY OF NOVI OAKLAND COUNTY, MICHIGAN			17'WD. STORM SEWER ACCESS EASEMENT		EXHIBIT "A"
REVISIONS			TOLLGATE RAVINES		
NO.	ITEM	DATE	SCALE: 1" = 30'	MILLETICS AND ASSOCIATES, L.L.C. LAND SURVEYORS 40000 GRAND RIVER AVENUE • SUITE 206 • NOVI, MI • 48375-2123 248.473.7880	
			DATE: 10-31-05		
			JOB NO.: 00-007		
			DWG FILE: 00-007EASE1		
			DRAWN BY: DSW		
			CHECK: MLM		
			SHEET: 1 OF 1		

EXHIBIT B



40399 Grand River Avenue • Suite 110 • Novi, Michigan 48375-2123
248.473.7880 • Fax 248.473.7890

February 17, 2006
Tollgate Ravines
Job No. 00-013TXT.doc

Detention Basin Area Easement Legal Description

An easement for Detention Basin Area being a part of Thoreau Park of "Tollgate Woods Subdivision", as recorded in Liber 276 of Plats, on Pages 38, 39, 40, 41, 42 and 43, Oakland County Records, being part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 11; thence South 02°47'05" East, 1792.14 feet, along the East line of said Section 11; thence South 87°12'55" West, 33.11 feet; thence South 87°11'18" West, 20.51 feet, along the Northerly line of said Thoreau Park and the Southerly line of "Tollgate Ravines" Oakland County Condominium Plan No. 1312, master deed recorded in Liber 22048, Page 491, Oakland County Records, as amended; thence South 02°48'42" East, 49.05 feet, along the Northerly line of said Thoreau Park and the Southerly line of said "Tollgate Ravines"; thence South 15°35'51" West, 59.33 feet, along the Northerly line of said Thoreau Park and the Southerly line of said "Tollgate Ravines"; thence South 26°54'40" West, 66.65 feet, along the Northerly line of said Thoreau Park and the Southerly line of said "Tollgate Ravines"; thence South 57°00'33" West, 66.15 feet, along the Northerly line of said Thoreau Park and the Southerly line of said "Tollgate Ravines"; thence South 63°53'56" West, 64.25 feet, along the Northerly line of said Thoreau Park and the Southerly line of said "Tollgate Ravines"; thence South 89°10'13" West, 64.76 feet, along the Northerly line of said Thoreau Park and the Southerly line of said "Tollgate Ravines", to the Southeast corner of Unit 24 of said "Tollgate Ravines" and the Point of Beginning; thence South 25°42'39" East, 50.00 feet; thence South 29°47'54" West, 90.00 feet; thence South 67°16'11" West, 60.00 feet; thence North 37°56'02" West, 161.78 feet; thence North 26°15'20" East, 65.61 feet, to the Southwest corner of Unit 23 of said "Tollgate Ravines"; thence South 72°22'40" East, 74.70 feet, along the Northerly line of said Thoreau Park and the Southerly line of said "Tollgate Ravines", to the Southeast corner of Unit 23 and the Southwest corner of Unit 24 of said "Tollgate Ravines"; thence South 77°17'49" East, 79.55 feet, along the Northerly line of said Thoreau Park and the Southerly line of said "Tollgate Ravines", to the Point of Beginning.

NORTHEAST CORNER
SECTION 11
T.1N., R.8E.
L.15850, P.432

MEADOWBROOK ROAD

EAST LINE OF SECTION 11
S 02°47'05" E
1792.14'

S 87°12'55" W
33.11'

S 87°11'18" W
20.51'

S 02°48'42" E
49.05'

S 15°36'51" W
59.33'

S 26°54'40" W
66.65'

S 57°00'33" W
86.15'

S 63°33'56" W
64.25'

"TOLLGATE RAVINES"
O.C.C.P. #1312
(L. 22048, P. 491)

UNIT 25

POINT OF BEGINNING

S 89°10'13" W
64.76'

S 25°42'39" E
50.00'

THOREAU PARK
(PRIVATE PARK)

UNIT 24

S 77°17'49" E
79.55'

DETENTION BASIN
AREA EASEMENT

17' WIDE STORM SEWER
ACCESS EASEMENT

UNIT 23

S 72°22'40" E
74.70'

S 29°47'54" W
90.00'

S 67°16'11" W
80.00'

UNIT 22

N 26°15'20" E
65.61'

N 37°56'02" W
161.78'

UNIT 21

"TOLLGATE WOODS"
(L. 276, P. 38 THROUGH 43, O.C.R.)

LOT 54



SECTION 11, T. 1 N., R. 8 E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

DETENTION BASIN AREA EASEMENT
TOLLGATE RAVINES

EXHIBIT 'B'

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 50'
DATE: 2-17-06
JOB NO.: 00-013
DWG FILE: 00-013EASE
DRAWN BY: RLP
CHECK: MLM
SHEET: 1 OF 1

MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS

40000 GRAND RIVER AVENUE • SUITE 206 • NOVI, MI • 48375-2110
248.473.7880