

**CITY of NOVI CITY COUNCIL**

**Agenda Item H  
January 10, 2011**

**SUBJECT:** Acceptance of Tollgate Woods II Subdivision streets and adoption of Act 51 New Street Resolution accepting Crane Way, Steinbeck Glen, and London Court as public, adding 2,488 linear feet or 0.47 miles of roadway to the City's street system.

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

**CITY MANAGER APPROVAL:** *[Signature]* *R34* *[Signature]*

**BACKGROUND INFORMATION:**

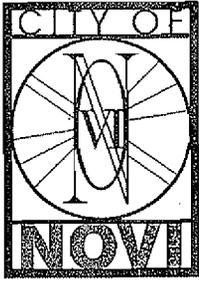
Singh Development, LLC, developers for the Tollgate Woods II Subdivision has requested the dedication of Crane Way, Steinbeck Glen, and London Court and also requests that the City of Novi accept these streets as public assets. The right-of-way widths for each of the above streets are sixty (60) feet.

Tollgate Woods II streets have been constructed in accordance with City Standards, and according to the City Attorney's office, the related acceptance documents are in a form so as to permit acceptance by Council (December 15, 2010 letter from Beth Kudla, attached). According to the city's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker & Associates, Inc. November 24, 2010 letter, attached). The attached Resolution satisfies the Michigan Department of Transportation requirement for adding 2,488 linear feet or 0.47 miles of roadway to Act 51 funding.

**RECOMMENDED ACTION:** Acceptance of Tollgate Woods II Subdivision streets and adoption of Act 51 New Street Resolution accepting Crane Way, Steinbeck Glen, and London Court as public, adding 2,488 linear feet or 0.47 miles of roadway to the City's street system.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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



**CITY OF NOVI**

**NEW STREET ACCEPTANCE RESOLUTION**

**TOLLGATE WOODS II SUBDIVISION:  
Crane Way, Steinbeck Glen, and London Court**

**CITY COUNCIL**

Mayor  
David B. Landry

Mayor Pro Tem  
Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

Justin Fischer

City Manager  
Clay J. Pearson

Director of Public Services/  
City Engineer  
Rob Hayes

**WHEREAS,** Singh Development, LLC., has dedicated Crane Way, Steinbeck Glen, and London Court and requested their acceptance by the Novi City Council; and,

**WHEREAS,** said streets within the Tollgate Woods II Subdivision 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,** Crane Way measures 633 linear feet; Steinbeck Glen measures 1,501 linear feet; and London Court measures 354 linear feet, adding a total of 0.47 miles of roadway surface to Novi's public street system.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Novi City Council hereby accept Crane Way, Steinbeck Glen, and London Court 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 10th day of January, 2011.

---

Maryanne Cornelius  
City Clerk

Department of Public Services  
Field Services Complex  
26300 Delwal Drive  
Novi, Michigan 48375  
248.735.5640  
248.735.5659 fax

cityofnovi.org

# Tollgate Woods Phase II

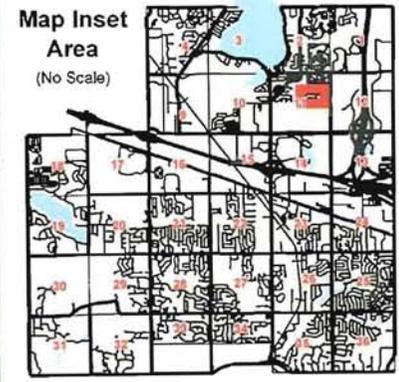
## Linear Street Measurements for Acceptance

### 60-Foot Right of Way Linear Measurements

Street Name	Linear Feet
Crane Way	633.06
London Court	354.41
Steinbeck Glen	1,500.76

### Legend

- Tollgate Woods Phase II
- Tax Parcels
- Roads
  - Minor
  - Major



### CITY OF NOVI

INFORMATION TECHNOLOGY  
45175 W. TEN MILE ROAD  
NOVI, MI 48375-3024  
(248) 347-0415

MAP AUTHOR: STEPHANIE SAMBROOK  
CITY GIS TECHNICIAN



### SOURCES OF INFORMATION FOR THIS MAP

Transportation Layer: City of Novi  
Land Records Layer: Oakland County  
2008 Aerial Photo: Oakland County

MAP PRINT DATE: 11/16/2010

### 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 123 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to the map.



November 24, 2010

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

**Re: Tollgate Woods Phase II  
Site Utilities and Pavement Recommendation for Acceptance**  
Novi SP No.: 98-0054  
SDA Job No.: NV10-210

Dear Mr. Staup:

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

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

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

Sincerely,

**SPALDING DeDECKER ASSOCIATES, INC.**

Ted Meadows  
Contract Administrator

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



December 15, 2010

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, Public Services Director  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375-3024

**Re: Tollgate Woods Subdivision No. 2  
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 No 2:

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

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 No. 2 to the City for public use and maintenance.

The Maintenance and Guarantee Bonds are in the correct format and the amounts have been reviewed and approved by Engineering.

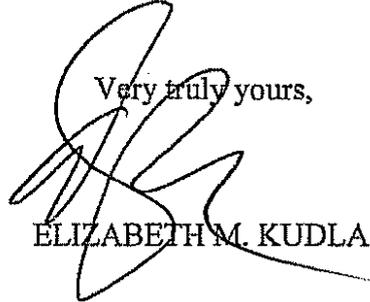
The Commitment for Title Insurance provided confirms that the Bill of Sale has been executed by the correct party with the ability to complete conveyance of the streets and utilities to the City for public use and maintenance.

Based on the enclosed documentation, we recommend acceptance of streets and utilities, including water main, sanitary sewer and storm sewer within the roadway for the Tollgate Woods Subdivision No. 2.

Rob Hayes, City Engineer  
December 15, 2010  
Page 2

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-Bill of Sale and Title Commitment)  
Marina Neumaier, Assistant Finance Director (w/Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Original Maintenance and Guarantee Bonds)  
Mike Kahm and Chris Schrier, Singh Development Co. (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

1538168\_1.doc

**BILL OF SALE**

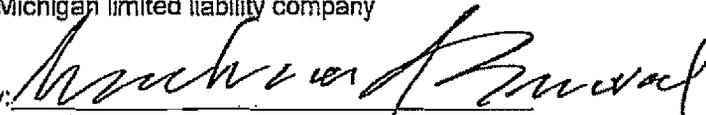
KNOW ALL MEN BY THESE PRESENTS, that Tollgate Woods Singh II, LLC, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, MI 48322, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply, sanitary sewer, 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 No.2 as recorded in Liber 292 of Plats, Pages 1 through 8, Oakland County Records.}

In witness whereof, the undersigned has executed these presents this 1<sup>st</sup> day of December, 2010.

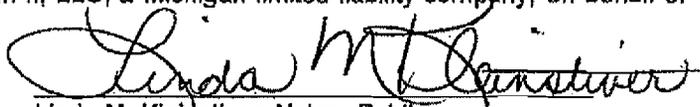
**Signed by**

Tollgate Woods Singh II, LLC,  
a Michigan limited liability company

By:   
Lushman S. Grewal, Manager

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2010, by Lushman S. Grewal, the manager of Tollgate Woods Singh II, LLC, a Michigan limited liability company, on behalf of the limited liability company.

  
Linda M. Kleinstiver, Notary Public  
Oakland County, Michigan – Acting in Oakland County  
My Commission Expires: December 16, 2014

Drafted by:  
Lawrence A. Kilgore  
7125 Orchard Lake Rd  
Suite 200  
West Bloomfield, MI 48322

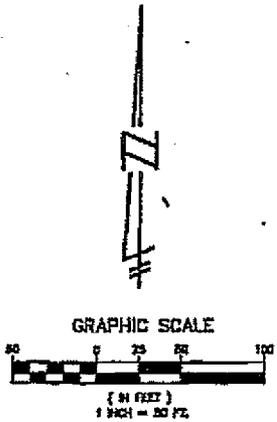
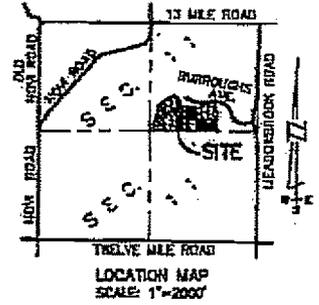
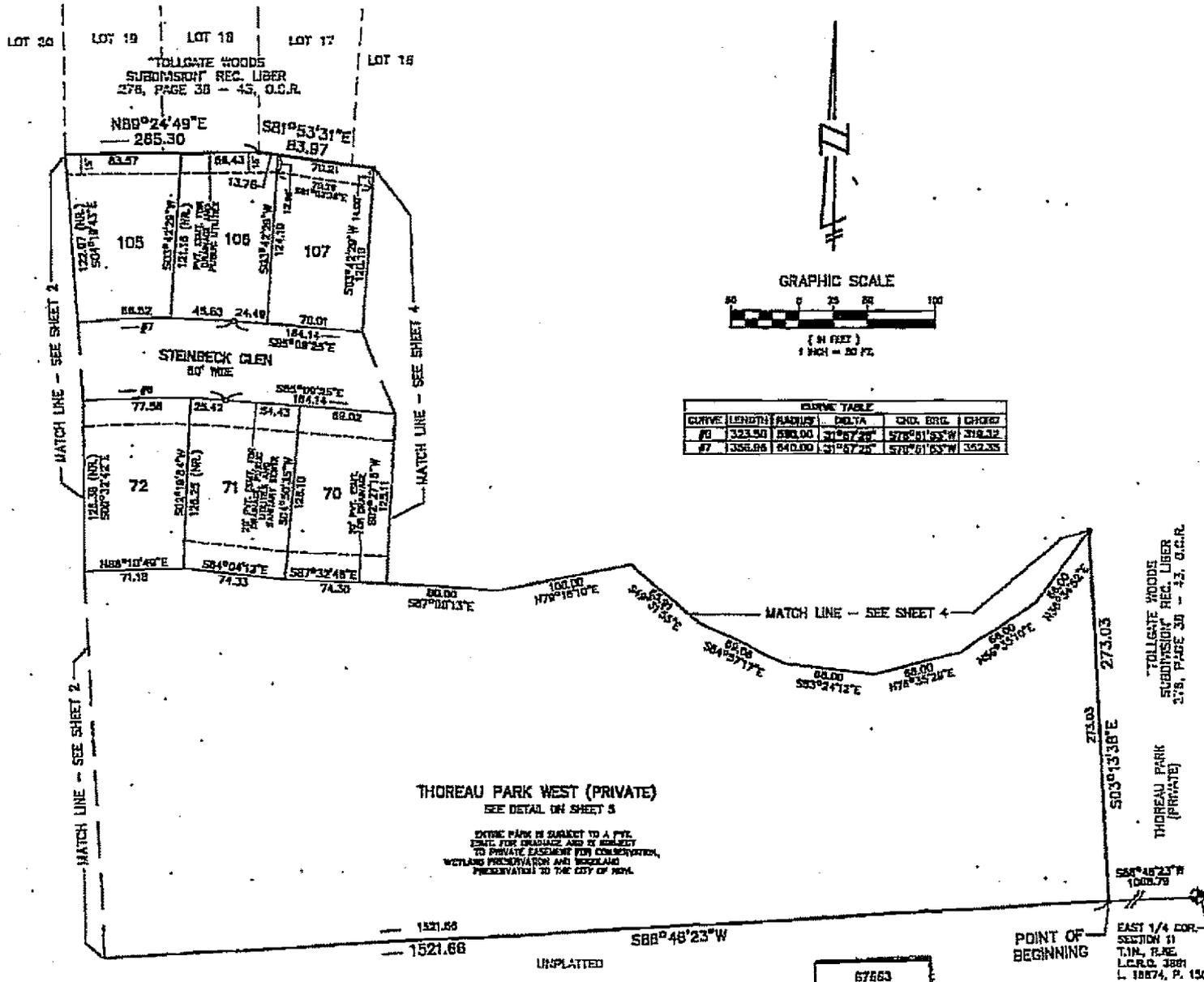
Return To:  
Maryanne Cornelius, Clerk  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

LINDA M. KLEINSTIVER  
NOTARY PUBLIC-STATE OF MICHIGAN  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES: DEC. 16, 2014  
ACTING IN THE COUNTY OF OAKLAND

# "TOLLGATE WOODS SUBDIVISION NO. 2"

A PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LIBER \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 1 OF 8 SHEETS



CURVE	LENGTH	RADIUS	DELTA	CHD. BEG.	CHORD
#6	323.50	890.00	31°57'28"	S76°01'33"W	318.32
#7	1356.88	840.00	31°57'28"	S71°01'53"W	352.35

**PLAT LEGEND**

THE SYMBOL (RL) INDICATES RADIAL LOT LINES.  
THE SYMBOL (NR) INDICATES NON-RADIAL LOT LINES.

ALL DIMENSIONS ARE SHOWN IN FEET.

ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

THE SYMBOL "C" INDICATES A CONCRETE MONUMENT KEY (CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER, 3' LONG).

THE SYMBOL "F" INDICATES A CONCRETE MONUMENT FOUND (CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER, 3' LONG).

ALL LOT MARKERS ARE 1/2" DIAMETER STEEL BARS AND ARE 18" LONG. THEY ARE NOT CAPPED.

ALL BEARINGS ARE IN RELATION TO THE EAST AND WEST 1/4 LINE OF SECTION 11 BETWEEN THE CENTER OF SECTION 11 AND THE EAST 1/4 CORNER OF SECTION 11, AS SHOWN IN "TOLLGATE WOODS SUBDIVISION" AS RECORDED IN LIBER 278 OF PLATS IN PAGES 38 THROUGH 45, OAKLAND COUNTY RECORDS.

TOLLGATE WOODS SUBDIVISION REC. LIBER 278, PAGE 38 - 45, O.C.R.

MILLETICS AND ASSOCIATES, L.L.C.  
40399 GRAND RIVER AVENUE, SUITE 110  
NOVI, MICHIGAN 48275-2123

*Michael L. Milletics*

MICHAEL L. MILLETICS (MANAGING MEMBER)  
PROFESSIONAL SURVEYOR NO. 28249



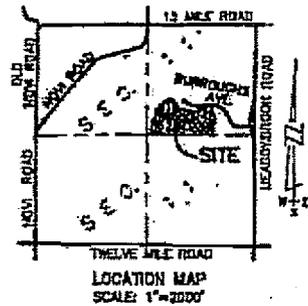
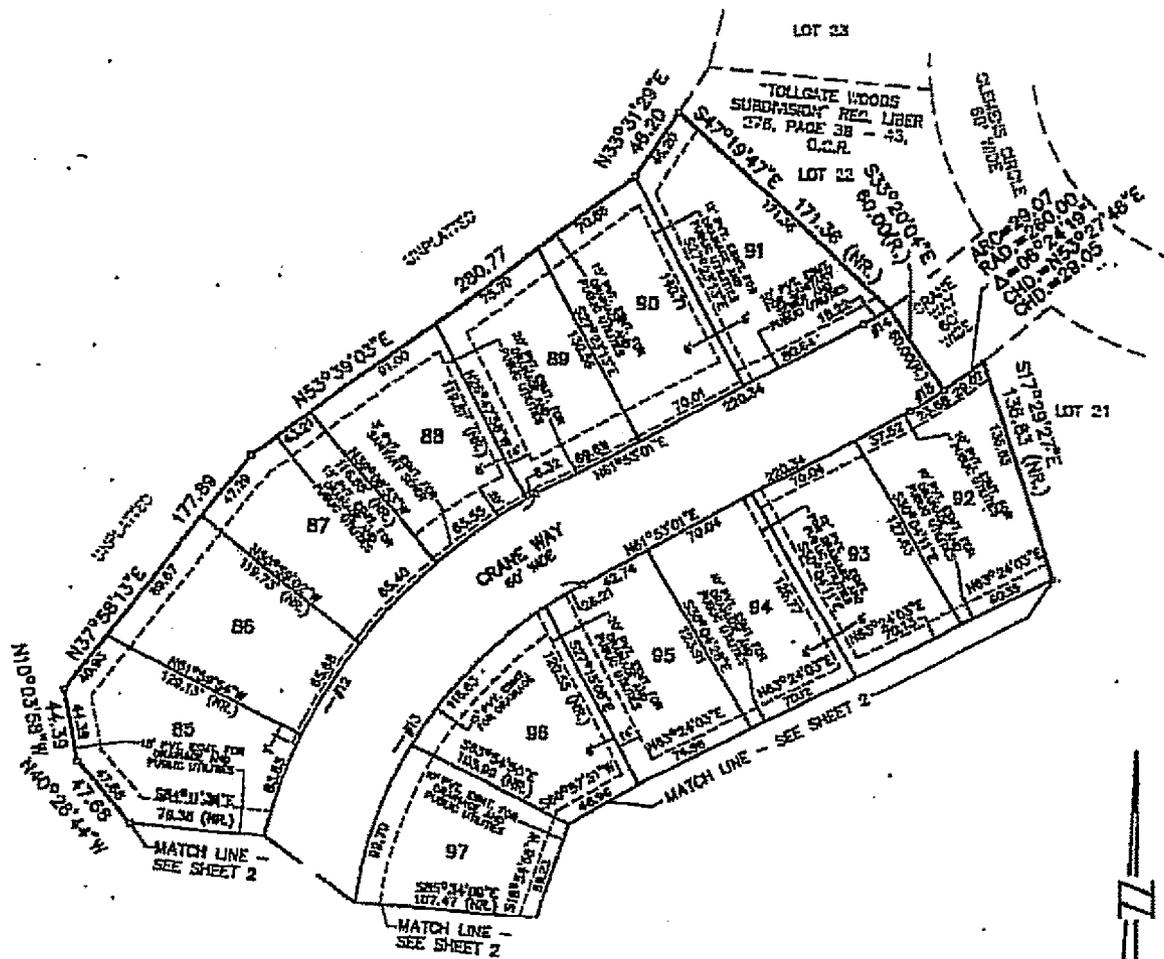
EAST 1/4 COR. SECTION 11 T.1N., R.8E. L.C.R.D. 3881 L. 19874, P. 150



# "TOLLGATE WOODS SUBDIVISION NO. 2"

A PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LIBER \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 3 OF 8 SHEETS



**PLAT LEGEND**

THE SYMBOL (NL) INDICATES RADIAL LOT LINES. THE SYMBOL (NR) INDICATES NON-RADIAL LOT LINES.

ALL DIMENSIONS ARE SHOWN IN FEET. ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

THE SYMBOL "C" INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER, 3' LONG).

THE SYMBOL "F" INDICATES A CONCRETE MONUMENT FOUND (CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER, 3' LONG).

ALL LOT MARKERS ARE 1/2" DIAMETER STEEL BARS AND ARE 16" LONG. THEY ARE NOT CAPPED.

ALL BEARINGS ARE IN RELATION TO THE EAST AND WEST 1/4 LINE OF SECTION 11 BETWEEN THE CENTER OF SECTION 11 AND THE EAST 1/4 CORNER OF SECTION 11, AS SHOWN IN "TOLLGATE WOODS SUBDIVISION" AS RECORDED IN LIBER 278 OF PLATS ON PAGES 38 THROUGH 43, OAKLAND COUNTY RECORDS.

MILLETICS AND ASSOCIATES, L.L.C.  
4055 GRAND RIVER AVENUE, SUITE 110  
NOVI, MICHIGAN 48240-2121

*Michael L. Milletics*

MICHAEL L. MILLETICS (MANAGING MEMBER)  
PROFESSIONAL SURVEYOR NO. 28248

**CURVE TABLE**

CURVE	LENGTH	ABSCISSA	DELTA	CHG. BRG.	CHORD
P12	324.54	370.00	88.777°	53°45'11"W	311.70
P13	344.81	284.00	88.777°	53°45'11"W	333.75
P14	18.22	200.00	88.777°	53°45'11"W	18.21
P15	23.68	200.00	88.777°	53°45'11"W	23.67

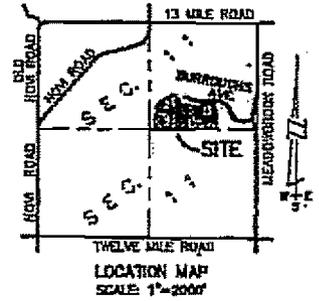
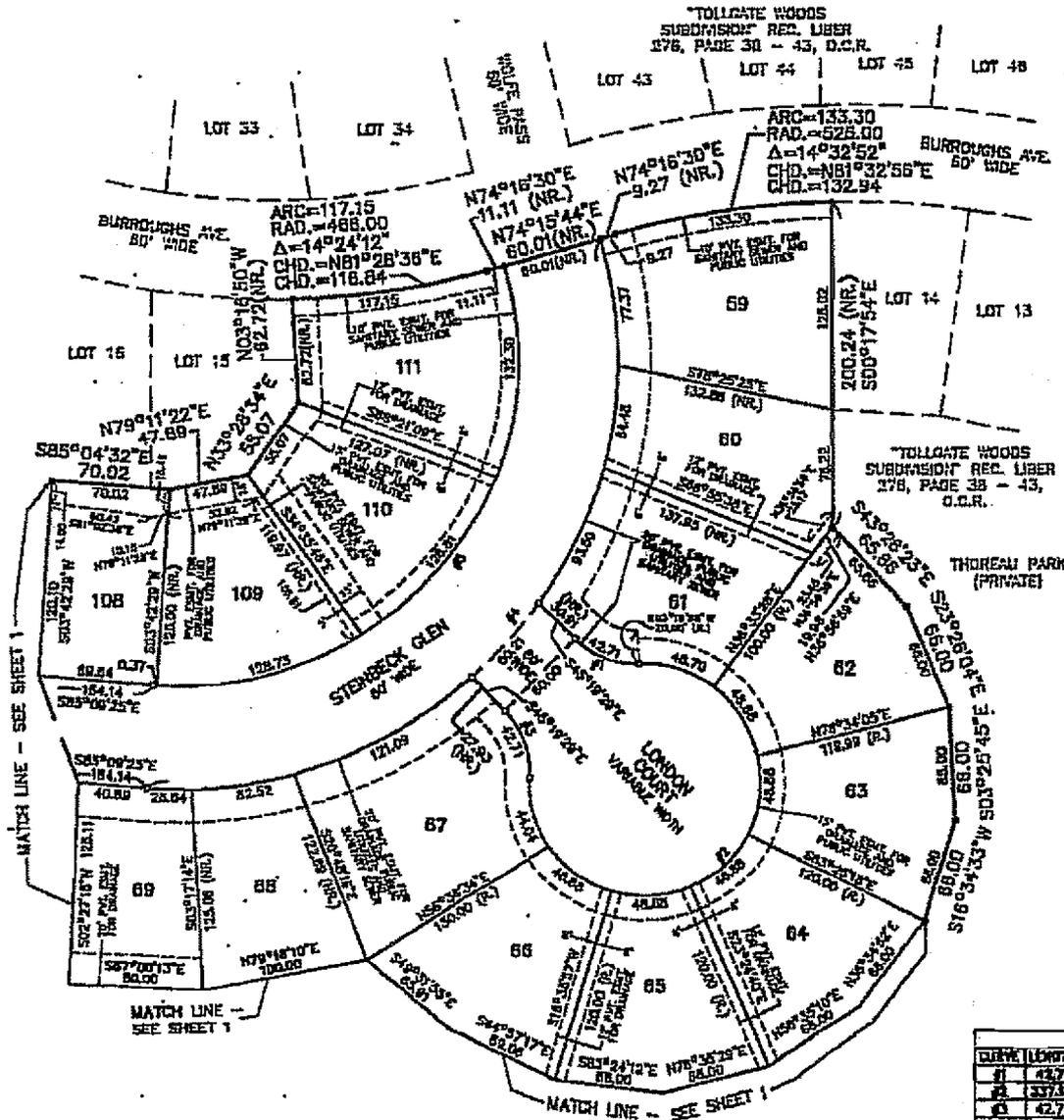


67553

# "TOLLGATE WOODS SUBDIVISION NO. 2"

A PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LIBER \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 4 OF 8 SHEETS



**PLAT LEGEND**

THE SYMBOL (R.) INDICATES RADIAL LOT LINES. THE SYMBOL (NR.) INDICATES NON-RADIAL LOT LINES.

ALL DIMENSIONS ARE SHOWN IN FEET.

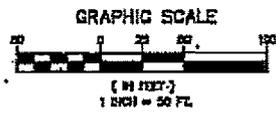
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

THE SYMBOL "M" INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER, 3' LONG).

THE SYMBOL "F" INDICATES A CONCRETE MONUMENT FOUND (CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER, 3' LONG).

ALL LOT HANDERS ARE 1/2" DIAMETER STEEL BARS AND ARE 16" LONG. THEY ARE NOT CAPPED.

ALL BEARINGS ARE IN RELATION TO THE EAST AND WEST 1/4 LINE OF SECTION 11 BETWEEN THE CENTER OF SECTION 11 AND THE EAST 1/4 CORNER OF SECTION 11, AS SHOWN IN "TOLLGATE WOODS SUBDIVISION" AS RECORDED IN LIBER 278 OF PLATS ON PAGES 38 THROUGH 43, OAKLAND COUNTY RECORDS.



CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING	CHORD
1	42.71	81.00	47.88	S89°18'41"E	41.47
2	33.34	70.00	37.87	S44°49'31"E	33.72
3	42.71	81.00	47.88	N1°28'10"W	41.47
4	50.00	100.00	50.00	N1°30'00"E	43.03
5	30.00	60.00	30.00	N89°28'52"E	33.12

MILLETTS AND ASSOCIATES, L.L.C.  
4330 CHARD RIVER AVENUE, SUITE 110  
NOVI, MICHIGAN 48275-2123

*Michael L. Milletts*

MICHAEL L. MILLETTS (MAHAGH MEMBER)  
PROFESSIONAL SURVEYOR NO. 29249

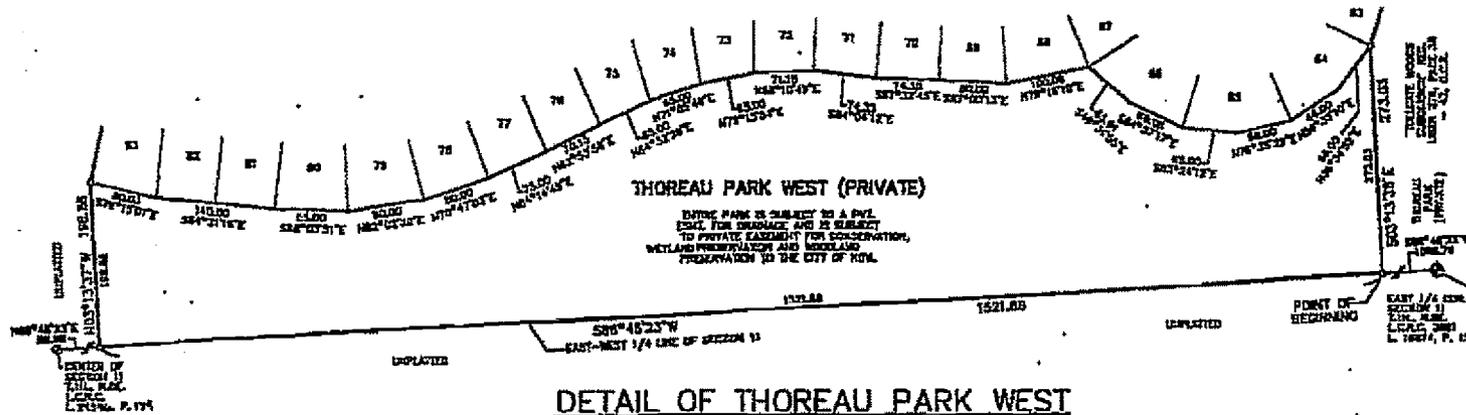
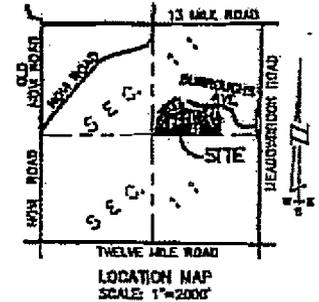


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# "TOLLGATE WOODS SUBDIVISION NO. 2"

A PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LIBER \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 5 OF 8 SHEETS



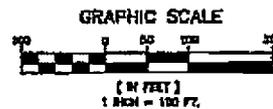
### PLAT LEGEND

ALL DIMENSIONS ARE SHOWN IN FEET.

THE SYMBOL "C" INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CHAMBER, 3" LONG).

ALL LOT MARKERS ARE 1/2" DIAMETER STEEL BARS AND ARE 18" LONG. THEY ARE NOT CAPPED.

ALL BEARINGS ARE IN RELATION TO THE EAST AND WEST 1/4 LINE OF SECTION 11 BETWEEN THE CENTER OF SECTION 11 AND THE EAST 1/4 CORNER OF SECTION 11, AS SHOWN IN "TOLLGATE WOODS SUBDIVISION" AS RECORDED IN LIBER 278 OF PLATS ON PAGES 28 THROUGH 43, OAKLAND COUNTY RECORDS.



MILLETTS AND ASSOCIATES, L.L.C.  
40380 GRAND RIVER AVENUE, SUITE 110  
NOVI, MICHIGAN 48275-2123

*Michael L. Milletts*  
MICHAEL L. MILLETTS (MANAGING MEMBER)  
PROFESSIONAL SURVEYOR NO. 239249



67553

# "TOLLGATE WOODS SUBDIVISION NO. 2"

A PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LIBER \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 6 OF 8 SHEETS

## SURVEYOR'S CERTIFICATE

I, MICHAEL L. MILLETICS, SURVEYOR, CERTIFY: That I have surveyed, divided and mapped the land shown on this plat, described as follows: "TOLLGATE WOODS SUBDIVISION NO. 2", 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 East 1/4 Corner of said Section 11; thence South 88°46'23" West, 1058.79 feet, along the East and West 1/4 line of said Section 11 and the Southerly line of "Tollgate Woods Subdivision", as recorded in Liber 278 of Plats, Pages 38, 39, 40, 41, 42 and 43, Oakland County Records, to the Point of Beginning; thence continuing South 88°46'23" West, 1521.88 feet, along the East and West 1/4 line of said Section 11 (said point being North 88°46'23" East, 89.88 feet, from the Center of said Section 11); thence North 03°13'37" West, 198.88 feet; thence North 11°28'33" East, 128.88 feet; thence 4.81 feet along a non-tangential curve to the right, said curve having a radius of 280.00 feet, a central angle of 01°08'57", and a chord bearing and distance of North 85°58'41" West, 4.81 feet; thence North 24°30'48" East, 80.00 feet; thence North 24°08'14" East, 120.44 feet; thence North 40°28'44" West, 47.88 feet; thence North 10°03'58" West, 44.39 feet; thence North 37°58'13" East, 177.89 feet; thence North 53°38'03" East, 280.77 feet; thence North 33°31'28" East, 48.20 feet, to the most Westerly corner of Lot 22 of said "Tollgate Woods Subdivision"; thence South 47°19'47" East, 171.38 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 33°20'04" East, 80.00 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence 29.07 feet along a non-tangential curve to the left, said curve having a radius of 280.00 feet, a central angle of 08°24'18", and a chord bearing and distance of North 53°27'48" East, 28.05 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 17°28'27" East, 136.83 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 88°24'48" East, 285.30 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 81°53'31" East, 83.87 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 85°04'32" East, 70.02 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 78°11'22" East, 47.88 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 33°28'34" East, 85.07 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 03°18'50" West, 82.72 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence 117.15 feet along a non-tangential curve to the left, said curve having a radius of 488.00 feet, a central angle of 14°24'12", and a chord bearing and distance of North 81°28'36" East, 118.84 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 74°16'30" East, 11.11 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 74°15'44" East, 80.01 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 74°16'30" East, 9.27 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence 133.30 feet along a curve to the right, said curve having a radius of 525.00 feet, a central angle of 14°32'52", and a chord bearing and distance of North 81°32'56" East, 132.84 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 00°17'54" East, 200.24 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 43°25'23" East, 85.88 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 23°25'04" East, 88.00 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 03°25'45" East, 88.00 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 16°34'33" West, 66.00 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 03°13'36" East, 273.03 feet, along the Southerly line of said "Tollgate Woods Subdivision", to the Point of Beginning.

All of the above containing 22.847 Acres. This plot contains 53 lots, numbered 59 to 111, both inclusive, and one (1) private park.

That I have made such survey, land-division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality, as required by Section 125 of the Act.

That the accuracy of the survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

MILLETICS AND ASSOCIATES, L.L.C.  
40389 GRAND RIVER AVENUE, SUITE 110  
NOVI, MICHIGAN 48375-2123  
FILED 12-17-2001, NO.535400

DATE: 5-28-04



MICHAEL L. MILLETICS (MANAGING MEMBER)  
PROFESSIONAL SURVEYOR NO. 29249



67553

# "TOLLGATE WOODS SUBDIVISION NO. 2"

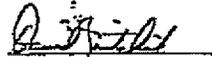
A PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LIBER \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 7 OF 8 SHEETS

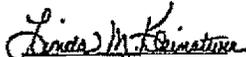
### PROPRIETOR'S CERTIFICATE

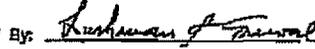
Singh of Tollgate Woods, L.L.C., a Michigan Limited Liability Company, duly organized and existing under the laws of the State of Michigan, by Lushman S. Grawal, Vice President of Singh General Corp., manager, as proprietor, has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public; that the public utility easements are private easements and that all other easements are for the uses shown on the plat; and that Thorau Park West is a private park dedicated to the use of the lot owners of this plat and Tollgate Woods Subdivision, and any future contiguous plots where title is traceable to the proprietors of this plat;

### WITNESSES:

  
DAVID ZAITCHIK

Singh of Tollgate Woods, L.L.C.  
A Michigan limited liability company  
7125 Orchard Lake Road, Suite 200  
West Bloomfield, Michigan 48325  
Med 11-13-1998, No. 824395  
By: Singh General Corp., Its Manager

  
LINDA M. KLEINSTIVER

By:   
Lushman S. Grawal  
Its: Vice President

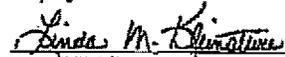
### ACKNOWLEDGMENT

STATE OF MICHIGAN }  
COUNTY OF OAKLAND } S.S.

Personally came before me this 18th day of JUNE, 2004, Lushman S. Grawal, Vice President of Singh General Corp., Manager of the above named limited liability company, to me known to be the person who executed the foregoing instrument and to me known to be such manager and acknowledged that he executed the foregoing instrument as such manager of the firm act and deed of said limited liability company.

My Commission Expires:

12-16-2007

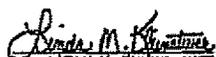
  
LINDA M. KLEINSTIVER

Notary Public, OAKLAND  
County, Michigan  
Acting in the County of Oakland

### PROPRIETOR'S CERTIFICATE

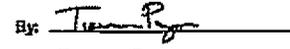
TCF National Bank, a National Banking Association, duly organized and existing under the laws of the United States, by Terrence Pryor, Senior Vice President, as proprietor, has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public; that the public utility easements are private easements and that all other easements are for the uses shown on the plat; and that Thorau Park West is a private park dedicated to the use of the lot owners of this plat and Tollgate Woods Subdivision, and any future contiguous plots where title is traceable to the proprietors of this plat;

### WITNESSES:

  
LINDA M. KLEINSTIVER

TCF National Bank  
401 East Liberty Street  
Ann Arbor, Michigan 48104  
(as Mortgagee only)

  
Terrence Pryor

By:   
Terrence Pryor  
Its: Senior Vice President

### ACKNOWLEDGMENT

STATE OF MICHIGAN }  
COUNTY OF OAKLAND } S.S.

Personally came before me this 10th day of November, 2004, Terrence Pryor, Senior Vice President of the above named National Banking Association, to me known to be the person who executed the foregoing instrument and to me known to be such Senior Vice President of said National Banking Association, and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said National Banking Association, by its authority.

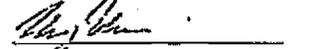
My Commission Expires:

12-16-2007

  
LINDA M. KLEINSTIVER

Notary Public, OAKLAND  
County, Michigan  
Acting in the County of OAKLAND

MILETIC AND ASSOCIATES, L.L.C.  
40398 GRAND RIVER AVENUE, SUITE 110  
NOVI, MICHIGAN 48376-2123

  
MICHAEL L. MILETIC (MANAGING MEMBER)  
PROFESSIONAL SURVEYOR REG. 29749



# "TOLLGATE WOODS SUBDIVISION NO. 2"

A PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LIBER \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 8 OF 8 SHEETS

## COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding June 22nd, 2004, involving the lands included in this plat.

  
Patrick M. Dohany  
Oakland County Treasurer

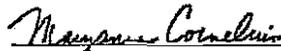
## COUNTY CLERK'S CERTIFICATE

Approved on JULY 1st, 2004 as complying with Section 192 of Act 288, P.A. 1987 and the applicable rules and regulations published by my office in the County of Oakland.

  
John P. McCulloch  
Oakland County Clerk

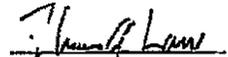
## CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this plat was approved by the City Council of the City of Novi, at a meeting held September 13, 2004, and was reviewed and found to be in compliance with Act 288, P.A. of 1987; that this plat complies with the zoning and subdivision control ordinances adopted by the City of Novi, and that the minimum lot area as specified in Section 560.188 has been waived; Also, adequate surety has been deposited with the Clerk for the placing of monuments and lot markers within a reasonable length of time, not to exceed one year from the above date, and that adequate surety has been posted to insure installation of public sewer and public water services.

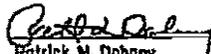
  
Maryann Cornelius, City Clerk

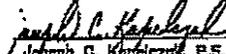
## COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Oakland County Plat Board on NOVEMBER 24th, 2004, as being in compliance with all of the provisions of Act 288, P.A. 1987 and the Plat Board's applicable rules and regulations.

  
Thomas A. Law, Chairman  
Board of Commissioners

  
G. William Caddell, County Clerk  
Register of Deeds

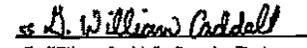
  
Patrick M. Dohany  
County Treasurer

  
Joseph C. Kopyczinski, P.E.  
County Plat Engineer

## RECORDING CERTIFICATE

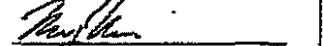
STATE OF MICHIGAN  
OAKLAND COUNTY

This plat was received for record on the 14<sup>th</sup> day of  
December, 2004 at 9:38 A.M. and recorded in Liber  
292 of Plats on Pages 1-8

  
G. William Caddell, County Clerk  
Register of Deeds

CERTIFIED TRUE COPY OF  
RECORDED PLAT  
BY DEPARTMENT OF LABOR  
AND ECONOMIC GROWTH  
BY   
MATTHEW L. DYER, P.E., DIRECTOR  
OFFICE OF LAND SURVEY  
AND REMEDIATION  
DATE 12-21-2004

MALLETT AND ASSOCIATES, L.L.C.  
40308 GRAND RIVER AVENUE, SUITE 110  
NOVI, MICHIGAN 48376-2123

  
MICHAEL L. MALLETT (MANAGING MEMBER)  
PROFESSIONAL SURVEYOR NO. 28246



67553

Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 524210  
2014 Tom Delaney

Date Printed: December 01, 2010

1. Effective Date: November 03, 2010 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$1,000.00

Proposed Insured:  
Prospective Purchaser

Policy or Policies to be issued:	Policy Amount
(b) ALTA Loan Policy (6-17-06)	

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Tollgate Woods Singh II, L.L.C.

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

(SEE EXHIBIT A LEGAL DESCRIPTION)

Tollgate Woods Subdivision No. 2 Novi MI



Issued By: First American Title Insurance Company  
For questions regarding this commitment contact;  
(248)540-4102 or fax to (866)550-1079  
100 Bloomfield Hills Parkway, Suite 195  
Bloomfield Hills, MI 48304

First American Title Insurance Company  
100 Bloomfield Hills Parkway  
Bloomfield Hills, MI 48304

## Schedule B – Section I REQUIREMENTS

Commitment No.: 524210

### *General Requirements*

The following requirements must be met:

- (a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

### *Specific Requirements*

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. NOTE: A LEGAL DESCRIPTION OF THE PROPERTY TO BE INSURED WAS NOT FURNISHED AT TIME OF APPLICATION. PLEASE IMMEDIATELY VERIFY THE DESCRIPTION OF THE PROPERTY TO BE INSURED. ANY ADDITIONS OR DELETIONS SHOULD IMMEDIATELY BE COMMUNICATED TO THE ISSUING OFFICE.
2. PROVIDE EVIDENCE OF THE PURCHASE PRICE OR THE AMOUNT OF ANY MORTGAGE TO BE INSURED AND IDENTIFY ANY PROPOSED INSURED. ONCE A PROPOSED INSURED HAS BEEN IDENTIFIED, ADDITIONAL REQUIREMENTS AND EXCEPTIONS MAY BE MADE.

## Schedule B – Section II EXCEPTIONS

Commitment No.: 524210

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

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.

### *Part One: General Exceptions*

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

### *Part Two: Specific Exceptions*

1. Future Advance Mortgage in the original amount of \$4,027,500.00 executed by Tollgate Woods Singh II, L.L.C, a Michigan limited liability company to TCF National Bank, a national banking association, dated September 30, 2004, recorded November 29, 2004, in Liber 34491, page 640, covers more land.

**This Mortgage states that it secures an Equity Line/Revolving Line of Credit. If this loan is to be paid off in this transaction then proper steps should be taken to ensure that the company will be provided with a Full Satisfaction or Full Reconveyance for recording after payoff.**

2. Assignment of Leases and Rents executed by Tollgate Woods Singh II, L.L.C, a Michigan limited liability company to TCF National Bank, a national banking association, dated September 30, 2004, recorded November 29, 2004, in Liber 34491, page 653, covers more land.
3. Assignment of Sale Contracts executed by Tollgate Woods Singh II, L.L.C, a Michigan limited liability company to TCF National Bank, a national banking association, dated September 30, 2004, recorded November 29, 2004, in Liber 34491, page 662, covers more land.
4. Financing Statement between Tollgate Woods Singh II, L.L.C., Debtor(s), and TCF National Bank, Secured Party, recorded November 30, 2004, in Liber 34498, page 13. Continuation of Financing Statement recorded June 9, 2009 in Liber 41227, page 675, covers more land.
5. Terms and Conditions contained in Declaration of Easements, Covenants and Restrictions as disclosed by instrument recorded in Liber 22145, page 1. First Amendment to Declaration of Easements, Covenants and Restrictions recorded in Liber 35464, page 851.
6. Terms and Conditions contained in Planned Unit Development Agreement as disclosed by instrument recorded in Liber 11963, page 273 and amended in Liber 12218, page 187, Liber 15367, page 110 and in Liber 19623, page 79.
7. Terms and Conditions contained in Consent Order as disclosed by instrument recorded in Liber 19623, page 63.
8. Terms and Conditions contained in Temporary Sign Easement Agreement as disclosed by instrument recorded in Liber 19764, page 292.

9. Terms and Conditions contained in Storm Drain Easement as disclosed by instrument recorded in Liber 20992, page 516.
10. Terms and Conditions contained in Declaration of Reciprocal Access and Utility Easement as disclosed by instrument recorded in Liber 20992, page 525.
11. Terms and Conditions contained in Declaration of Storm Water Drainage and Sedimentation Basin Easement as disclosed by instrument recorded in Liber 20992, page 547.
12. Terms and Conditions contained in Declaration of Reciprocal Temporary Construction Access Easement as disclosed by instrument recorded in Liber 20992, page 563.
13. Terms and Conditions contained in Agreement as disclosed by instrument recorded in Liber 21853, page 654.
14. Detroit Edison Underground Residential Distribution Easement (Right of Way) in favor of The Detroit Edison Company, a Michigan corporation and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 35399, page 393.
15. Rights of tenants, if any, under any unrecorded leases.

NOTE: Notice of Commencement dated May 28, 2004, recorded in Liber 33308, page 613.

NOTE: No taxes currently being assessed.

EXHIBIT A  
LEGAL DESCRIPTION

File No.: 524210

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

THE ROADS CONTAINED IN TOLLGATE WOODS SUBDIVISION NO. 2, AS DELINEATED ON THE CERTAIN PLAT OF SUBDIVISION RECORDED IN LIBER 292 OF PLATS, PAGES 1 THROUGH 8, BOTH INCLUSIVE, OAKLAND COUNTY RECORDS, PREVIOUSLY DESCRIBED AS:

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 East 1/4 corner of said Section 11; thence South 86 degrees 46 minutes 23 seconds West, 1068.79 feet, along the East and West 1/4 line of said Section 11 and the Southerly line of "TOLLGATE WOODS SUBDIVISION", as recorded in Liber 276 of Plats, Pages 38, 39, 40, 41, 42 and 43, Oakland County Records, to the Point of Beginning; thence continuing South 86 degrees 46 minutes 23 seconds West, 1521.66 feet, along the East and West 1/4 line of said Section 11 (said point being North 86 degrees 46 minutes 23 seconds East, 89.98 feet, from the Center of said Section 11); thence North 03 degrees 13 minutes 37 seconds West, 198.86 feet; thence North 11 degrees 26 minutes 33 seconds East, 126.88 feet; thence 4.61 feet along a non-tangential curve to the right, said curve having a radius of 260.00 feet, a central angle of 01 degrees 00 minutes 57 seconds, and a chord bearing and distance of North 65 degrees 59 minutes 41 seconds West, 4.61 feet; thence North 24 degrees 30 seconds 48 minutes East, 60.00 feet; thence North 24 degrees 08 minutes 14 seconds East, 120.44 feet; thence North 40 degrees 26 minutes 44 seconds West, 47.68 feet; thence North 10 degrees 03 minutes 58 seconds West, 44.39 feet; thence North 37 degrees 58 minutes 13 seconds East, 177.89 feet; thence North 53 degrees 39 minutes 03 seconds East, 280.77 feet; thence North 33 degrees 31 minutes 29 seconds East, 46.20 feet, to the most Westerly corner of Lot 22 of said "TOLLGATE WOODS SUBDIVISION"; thence South 47 degrees 19 minutes 47 seconds East, 171.36 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence South 33 degrees 20 minutes 04 seconds East, 60.00 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence 29.07 feet along a non-tangential curve to the left, said curve having a radius of 260.00 feet, a central angle of 06 degrees 24 minutes 19 seconds, and a chord bearing and distance of North 53 degrees 27 minutes 46 seconds East, 29.05 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence South 17 degrees 29 minutes 27 seconds East, 136.83 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence North 89 degrees 24 minutes 49 seconds East, 265.30 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence South 81 degrees 53 minutes 31 seconds East, 83.97 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence South 85 degrees 04 minutes 32 seconds East, 70.02 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence North 79 degrees 11 minutes 22 seconds East, 47.89 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence North 33 degrees 28 minutes 34 seconds East, 55.07 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence North 03 degrees 16 minutes 50 seconds West, 62.72 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence 117.15 feet along a non-tangential curve to the left, said curve having a radius of 466.00 feet, a central angle of 14 degrees 24 minutes 12 seconds, and a chord bearing and distance of North 81 degrees 28 minutes 36 seconds East, 116.84 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence North 74 degrees 16 minutes 30 seconds East, 11.11 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence North 74 degrees 15 minutes 44 seconds East, 60.01 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence North 74 degrees 16 minutes 30 seconds East, 9.27 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence 133.30 feet along a curve to the right, said curve having a radius of 525.00 feet, a central angle of 14 degrees 32 minutes 52 seconds, and a chord bearing and distance of North 81 degrees 32 minutes 56 seconds East, 132.94 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence South 00 degrees 17 minutes 54 seconds East, 200.24 feet, along the Southerly line of "TOLLGATE WOODS SUBDIVISION"; thence South 43 degrees 26 minutes 23 seconds East, 65.86 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence South 23 degrees 26 minutes 04 seconds East, 66.00 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence South 03 degrees 25 minutes 45 seconds East, 66.00 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence South 16 degrees 34 minutes 33 seconds West, 66.00 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION"; thence South 03 degrees 13 minutes 38 seconds East, 273.03 feet, along the Southerly line of said "TOLLGATE WOODS SUBDIVISION", to the Point of Beginning.

No Tax Item No. - Road

**Commitment for Title Insurance**

**FIRST AMERICAN TITLE INSURANCE COMPANY.**

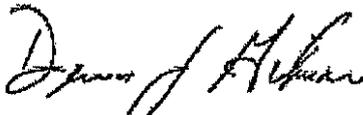
First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in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

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

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

*First American Title Insurance Company*

BY  PRESIDENT  
ATTEST  SECRETARY



**CONDITIONS:**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of 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 and 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. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company**

100 Bloomfield Hills Parkway, Suite 195

Bloomfield Hills, Michigan 48304

Ph: (248)540-4102 or Fax to: (866)550-1079



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

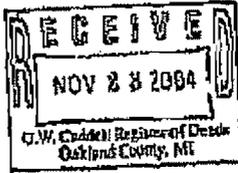
**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain

LIBER 34491 9638

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471893  
LIBER 34491 PAGE 638  
\$13.00 RECD - REGISTERED  
16:00 DEMONSTRATION  
11/23/2004 02:58:56 P.M. RECEIPTS 141199  
PAID REGISTERED - OAKLAND COUNTY  
G. WILLIAM CARROLL, CLERK/REGISTER OF DEEDS

QUIT CLAIM DEED

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

Quit Claims to TOLLGATE WOODS SINGH II, L.L.C.

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

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

Transnation Title

A part of the Northeast 1/4 of Section 11, Town 4 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the East 1/4 Corner of said Section 11; thence South 88°48'23" West, 1089.79 feet, along the East and West 1/4 line of said Section 11 and the Southerly line of "Tollgate Woods Subdivision", as recorded in Liber 276 of Plats, Pages 38, 39, 40, 41, 42 and 43, Oakland County Records, to the Point of Beginning; thence continuing South 88°48'23" West, 1521.66 feet, along the East and West 1/4 line of said Section 11 (said point being North 86°46'23" East, 69.86 feet, from the Center of said Section 11); thence North 03°13'37" West, 199.86 feet; thence North 11°26'33" East, 126.88 feet; thence 4.61 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 01°00'57", and a chord bearing and distance of North 65°59'41" West, 4.61 feet; thence North 24°30'46" East, 60.00 feet; thence North 24°08'14" East, 120.44 feet; thence North 40°26'44" West, 47.68 feet; thence North 10°03'58" West, 44.39 feet; thence North 37°58'13" East, 177.89 feet; thence North 53°39'03" East, 280.77 feet; thence North 33°31'26" East, 46.20 feet, to the most Westerly corner of Lot 22 of said "Tollgate Woods Subdivision"; thence South 47°19'47" East, 171.38 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 33°20'04" East, 60.00 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence 29.07 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 06°24'19", and a chord bearing and distance of North 53°27'46" East, 29.06 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 17°29'27" East, 136.83 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 89°24'49" East, 265.30 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 81°53'31" East, 83.97 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 65°04'32" East, 70.02 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 78°11'22" East, 47.86 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 33°28'34" East, 55.07 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 03°16'50" West, 62.72 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence 117.15 feet along a curve to the left, said curve having a radius of 486.00 feet, a central angle of 14°24'12", and a chord bearing and distance of North 81°26'36" East, 116.84 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 74°16'30" East, 11.11 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 74°15'44" East, 60.01 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence North 74°18'30" East, 9.27 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence 133.30 feet along a curve to the right, said curve having a radius of 525.00 feet, a central angle of 14°32'52", and a chord bearing and distance of North 81°32'59" East, 132.84 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 00°17'54" East, 200.24 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 43°26'23" East, 65.86 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 23°28'04" East, 65.00 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 03°25'45" East, 66.00 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 16°34'33" West, 86.00 feet, along the Southerly line of said "Tollgate Woods Subdivision"; thence South 03°13'38" East, 273.03 feet, along the Southerly line of said "Tollgate Woods Subdivision", to the Point of Beginning.

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O.K. - KB

for the full consideration of Ten Dollars (\$10.00).

206535 FH

The Grantor grants to the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 268 of the Public Acts of 1987. This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this 27th day of October, 2004.

SIGNED:

Tollgate Woods Singh II, a Michigan limited liability company, by its Manager, Singh General Corp., a Michigan corporation

By: Lushman S. Grewal  
Lushman S. Grewal, Vice President

STATE OF MICHIGAN  
COUNTY OF OAKLAND

}S6.

The foregoing instrument was acknowledged before me this 27th day of October, 2004, by Lushman S. Grewal, the Vice President of Singh General Corp., a Michigan corporation, which is the Manager of Tollgate Woods Singh II, L.L.C., a Michigan limited liability company, on behalf of the said limited liability company.

Lincoln M. Kleinstiver  
Notary Public, Oakland County, Michigan

My Commission Expires: LINCOLN M. KLEINSTIVER  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Dec 18, 2007  
ACTING IN OAKLAND COUNTY, MICHIGAN

Drafted by, and when recorded return to:

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

Send Subsequent Tax Bills to: Grantee

Recording Fee: \_\_\_\_\_  
State Transfer Tax: Exempt  
Tax Parcel # Part of 22-11-255-009

This instrument is exempt from county and state transfer tax pursuant to MCLA s207.505(a) and MCLA s207.526(a) as the consideration is less than One Hundred Dollars (\$100.00).

**OWNER'S AFFIDAVIT/COMPLIANCE AGREEMENT**

**File Number:** 524210

**Forwarding Address:**

**Date:**

**Reference:** Prospective Purchaser / Tollgate Woods Singh II, L.L.C.

**Property Address:** Tollgate Woods Subdivision No. 2, Novi, MI

*(To be executed by all parties shown as vested owners in the commitment for title insurance.)*

Affiant makes the representations contained herein to induce the purchaser to consummate the transaction referenced in the commitment, to obtain the proceeds of the sale, and to induce First American Title Insurance Company to issue a policy(s) of title insurance on behalf of the underwriter named in the commitment. Affiant further agrees that in the event it is determined there are unpaid charges which were due and payable prior to and including the date of closing, that the Affiant shall pay any and all amounts so charged and shall provide proof of payment of same to First American Title Insurance Company. Affiant further agrees and covenants, if requested by First American Title Insurance Company, to fully cooperate and adjust for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicate closing documents.

**The undersigned, being first duly sworn, deposes and says as follows:**

1. That Affiant is 18 years of age or older, is a citizen of the United States, has not married or divorced since purchasing the real estate, and has not used or been known by any other name;
2. That Affiant is the owner of certain premises described in Commitment No. **524210**, and has not filed, nor is subject to any bankruptcy, receivership, or insolvency proceedings;
3. That the Affiant is in the possession of said property and there are no other parties in possession or claiming rights of possession; (NONE, unless noted) \_\_\_\_\_
4. That Affiant has no knowledge of any unrecorded water, mineral, gas or oil rights unrecorded easements or claims of easements, boundary line disputes or claims of such grants or rights relative thereto; (NONE, unless noted) \_\_\_\_\_
5. That there are no proceedings instituted or undertaken by anyone which will result in a lien or special assessment upon the premises. There are no delinquent taxes, special assessments, (including but not limited to any Barrett Law Assessments if property is located in the State of Indiana), water bills, sewer bills and assessments, weed cutting bills, board-up fees, tap-in fees, utility bills, or Homeowner's Association fees covering subject property; (NONE, unless noted) \_\_\_\_\_
6. That there have been no improvements made nor labor or materials furnished to the premises within the last 90 days; (NONE, unless noted) \_\_\_\_\_
7. That Affiant has no knowledge of any other matters affecting the title including but not limited to: mortgages, liens, land contracts, options or other encumbrances other than those which are being paid from the loan proceeds. (NONE, unless noted) \_\_\_\_\_

Subscribed and sworn to before me this by , of Tollgate Woods Singh II, L.L.C..

**Vested Owner(s):**

Tollgate Woods Singh II, L.L.C.

Notary Public:  
Notary County/State: /  
County Acting In:  
Commission Expires:



**First American Title Insurance Company**

File No: 524210

**OWNER'S AFFIDAVIT/COMPLIANCE AGREEMENT - *continued***

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***(To be executed by the Purchasers)***

The undersigned makes the representations contained herein to induce First American Title Insurance Company to issue a policy(s) of title insurance on behalf of the underwriter named in the commitment. The undersigned further agrees that in the event it is determined there are unpaid charges which were due and payable prior to and including the date of closing, and which are the responsibility and obligation of the undersigned, that the undersigned shall pay any and all amounts so charged and shall provide proof of payment of same to First American Title Insurance Company .

The undersigned further agrees and covenants, if requested by First American Title Insurance Company, to fully cooperate and adjust for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicate closing documents.

The undersigned further certify that they are 18 years of age or older.

Subscribed and sworn to before me this by , of Prospective **Purchaser(s):**  
Purchaser.

Prospective Purchaser

\_\_\_\_\_  
Notary Public:  
Notary County/State: /  
County Acting In:  
Commission Expires:



**First American Title Insurance Company**

File No: 524210

## NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We want you to know that the privacy and confidentiality of your personal information is very important to First American Title Insurance Company. We value your business and we want to retain your trust. In the course of providing products and services to you, we may obtain nonpublic personal information about you. We are required by law to provide you with this notice in order to inform you how First American Title Insurance Company collects, uses and safeguards your nonpublic personal information. This notice also tells you how you can limit our disclosure of personal information about you.

### What Information Do We Collect

We may obtain nonpublic personal information about you from the following sources:

- Information we receive from you from applications or other forms;
- Information about your transaction with us from our files or from our affiliates;
- Information about your transaction with nonaffiliated third parties such as your real estate agent or lender;

The information we obtain includes, but is not limited to, your name, address, social security number, employer, income, account information from financial institutions, parties to a transaction and credit card usage.

### What Information Do We Disclose

To meet your needs with quality products and services we may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

#### AFFILIATES

Our affiliates are the family of companies controlled by First American Title Insurance Company or under common control with another company. We may share the types of information described above, as permitted by law, with our affiliates for purposes of marketing or market research.

#### NON-AFFILIATES

Nonaffiliated third parties are those not part of the family of companies controlled by First American Title Insurance Company or not under common control with another company.

#### Service Providers, Contractors

Any service providers or contractors used by First American Title Insurance Company are required to follow the terms of our Privacy Policy. Access to your nonpublic personal information by a service provider or contractor is restricted to the purpose for which they have been retained by First American Title Insurance Company.

#### Joint Marketing

We may disclose your personal information to a nonaffiliated third party that we have an agreement with to perform joint marketing of products or services that we feel may interest you.

#### Other Non-Affiliates

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

FIRST AMERICAN TITLE INSURANCE COMPANY DOES NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT THEIR CUSTOMERS OR FORMER CUSTOMERS EXCEPT, AS PERMITTED OR REQUIRED BY LAW.

### The Confidentiality and Security of Your Nonpublic Personal Information

First American Title Insurance Company restricts the access to your nonpublic personal information to those employees who need to know the information in order to provide products and/or services to you. Our employees are required to maintain the confidentiality and privacy of our customers. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Changes to this policy

We may amend this policy at any time, and we will inform you of any changes as required by law.

#### Your Privacy Choices

The law allows us to share with our affiliates your personal information and information about our transactions or experiences with you. The law also allows us to share your personal information with our contractors and service providers.

If you prefer that we not disclose information about you to nonaffiliated third parties, you may direct us not to share this information by contacting our Office at [comments.ml@firstam.com](mailto:comments.ml@firstam.com). Please provide your name, address including city and state of the property and our file number.



**First American Title Insurance Company**

File No: 524210

Bond Number: CMIFSU0544642

**MAINTENANCE AND GUARANTEE BOND**

The undersigned, Superior Excavating, Inc., "Principal," whose address is P. O. Box 4290, 2791 Auburn Road, Auburn Hills, MI 48321-4290 and International Fidelity Insurance Company "Surety," whose address is One Newark Center, 20th Floor, Newark, NJ 07102, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of One Hundred Thousand Dollars And No Cents (\$ 100,000.00) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed, or contracted to construct, certain improvements consisting of Tollgate Woods Phase II; Sanitary And Storm Sewer within the City of Novi, shown on plans dated March 12, 2006 ("Improvements").

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

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

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

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

This Bond and the obligations of Principal and Surety under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as a improvement by the City of Novi, for defects discovered within that period for

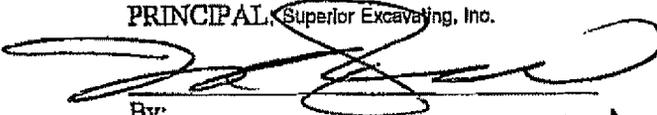
which the City provides written notice to the Principal and Surety within fourteen (14) days of discovery of the defect.

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

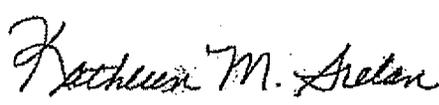
This Bond was executed by the Principal and Surety on the dates indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is December 3, 2010

Date: 12/3/10  
WITNESS:  
  
CHRISTOPHER J. SCHRIER

PRINCIPAL: Superior Excavating, Inc.  
  
By:  
Its: Frank Barardi - President

Date: December 3, 2010  
WITNESS:  


SURETY: International Fidelity Insurance Company  
  
By: Kathleen M. Irelan, Attorney-In-Fact  
Its:

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOMI OFFICE ONE NEWARK CENTER 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

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

KAITHLEEN M. IRELAN, CHAD E. TEAGUE, JAMES J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER,  
JAY E. WOODY, JEFFREY A. CHANDLER

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3 Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority:

- (1) To appoint Attorneys in fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To remove, at any time, any such attorney in fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument to me personally known, and being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



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

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of December, 2010.

Assistant Secretary



**International Fidelity**  
INSURANCE COMPANY

RIDER

ENDORSEMENT NO. 1

BOND NO. CMIFSU0544642 ISSUED TO: Superior Excavating, Inc. EFFECTIVE DATE: 12/03/2010  
PRINCIPAL: Superior Excavating, Inc.  
OBLIGEE: City of Novi

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

Job Description Has Been Changed  
From: Tollgate Woods Phase II, Sanitary And Storm Sewer  
To: Tollgate Woods Phase II, Sanitary, Storm Sewer And Water Main

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

SIGNED, SEALED AND DATED THIS 8th DAY OF December, 2010

INTERNATIONAL FIDELITY INSURANCE COMPANY

*Kathleen M. Ireland*

ATTORNEY-IN-FACT , Kathleen M. Ireland

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE - ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-3207

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

KATHLEEN M. TIREAN, CHAD E. TRAGUE, JANI DONALD, ROBERT TROBEC, ALAN P. CHANDLER,  
JAY E. WOODY, JEFFREY A. CHANDLER

TROY, MI

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3, Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now, therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the person described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



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

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 5th day of December, 2010.

Assistant Secretary

**MAINTENANCE AND GUARANTEE BOND**

The undersigned, Asphalt Specialists, Inc., "Principal," whose address is 1780 E. Highwood Dr., Pontiac, MI 48340, and Hudson Insurance Company "Surety," whose address is 17 State Street, 29th Floor, New York, New York 10004, will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Thirty Eight Thousand Seven Hundred Fifty and 00/100THS (\$ 38,750.00) in lawful currency of the United States of America, as provided in this Bond, for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Principal has constructed, or contracted to construct, certain improvements consisting of Tollgate Woods - Asphalt within the City of Novi, shown on plans dated 8/23/99 ("Improvements").

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

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

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

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

This Bond and the obligations of Principal and Surety under it shall be in full force and effect for the Improvements described above for two (2) year(s) from the time they are accepted formally as a improvement by the City of Novi, for defects discovered within that period for

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

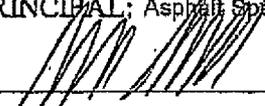
It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the City and its officers, officials, and employees harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants,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

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

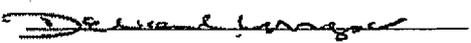
The date of the last signature shall be considered the date of this Bond, which is October 28, 2010.

PRINCIPAL: Asphalt Specialists, Inc.

Date: October 28, 2010

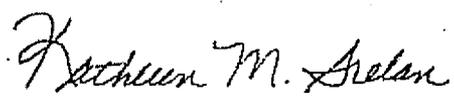
  
\_\_\_\_\_  
By:  
Its:

WITNESS:

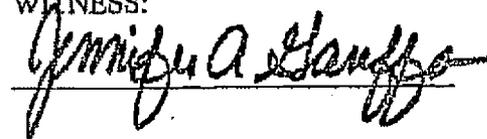
  
\_\_\_\_\_

SURETY: Hudson Insurance Company

Date: October 28, 2010

  
\_\_\_\_\_  
By: Kathleen M. Irelan  
Its: Attorney-In-Fact

WITNESS:

  
\_\_\_\_\_



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobac, Jeffrey A. Chandler, Kathleen M. Irelan and Chad Tague of the State of Michigan

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly attested, this 5th day of August, 2010 at New York, New York.



HUDSON INSURANCE COMPANY

By Christopher T. Suarez, Executive Vice President

Attest: Deborah S. Aschheim, Corporate Assistant Secretary

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 5th day of August, 2010 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors, and that he signed his name therein by like order.



Alicia T. McInney, Notary Public, State of New York, No. DIMC6212495, Qualified in New York County, Commission Expires October 13, 2013

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Deborah S. Aschheim hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 28th day of October, 2010.



By Deborah S. Aschheim, Corporate Assistant Secretary