



CITY of NOVI CITY COUNCIL

**Agenda Item E
March 12, 2012**

SUBJECT: Acceptance of Willowbrook Farms No. 4 Subdivision streets and adoption of Act 51 New Street Resolution accepting Amanda Lane and Camborne Place as public, adding 1,286 linear feet or 0.24 miles of roadway to the City's street system.

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Singh Development, LLC., developers for the Willowbrook Farms No. 4 Subdivision, requests the dedication of Amanda Lane and Camborne Place within the Willowbrook Farms No. 4 Subdivision, and requests that the City of Novi accepts these streets as public assets (location map attached). Right-of-way widths for the aforementioned streets are all sixty (60) feet.

The Willowbrook Farms No. 4 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 (February 23, 2012 letter from Beth Kudla, attached). According to the city's consulting engineer, the streets meet city design and construction standards (Spalding DeDecker & Associates, Inc. February 22, 2012 letter, attached). The attached Resolution satisfies the Michigan Department of Transportation requirement for adding 1,286 linear feet or 0.24 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Acceptance of Willowbrook Farms No. 4 Subdivision streets and adoption of Act 51 New Street Resolution accepting Amanda Lane and Camborne Place as public, adding 1,286 linear feet or 0.24 miles of roadway to the City's street system.

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

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

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

**WILLOWBROOK FARMS NO. 4 SUBDIVISION
Amanda Lane and Camborne Place**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS; Singh Development, LLC., has dedicated Amanda Lane and Camborne Place and requested their acceptance by the Novi City Council; and

WHEREAS; said streets within the Willowbrook Farms No. 4 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; Amanda Lane measures 917 linear feet and Camborne Place measures 369 linear feet, adding a total of 0.24 miles of roadway surface to Novi's public street system.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Amanda Lane and Camborne Place and direct such be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Maryanne Cornelius, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this ____ day of _____, 2012, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Maryanne Cornelius, City Clerk
City of Novi

WILLOWBROOK FARMS NO. 4

Street Dedication



Map Author: Aaron J. Staup
 Date: February 23, 2012
 Project: Willowbrook Farms No. 4
 Version #: 1

Amanda Lane - 917' of 60' ROW
 Camborne Place - 369' of 60' ROW

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and uses 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 152 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

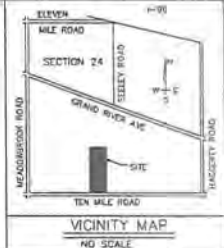
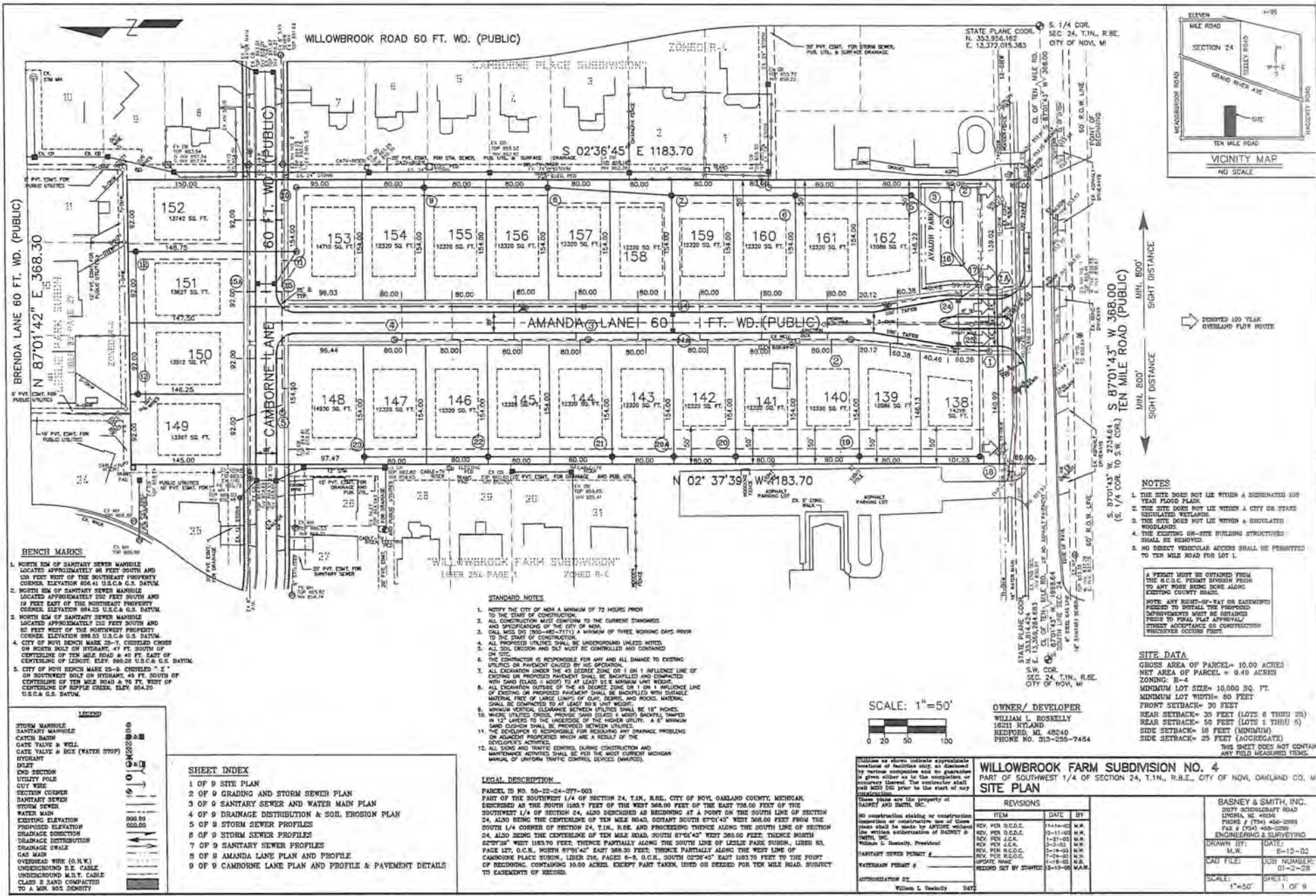
- | | |
|--|-----------------------------|
| Road Classification | Novi Tax Parcel BSA |
| — Major Streets | Novi 2010 Aerial Photograph |
| — Minor Streets | RGB |
| ■ | Red: Band_1 |
| ■ | Green: Band_2 |
| ■ | Blue: Band_3 |
| | City of Novi Boundary |



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



1 inch = 174 feet



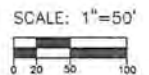
- BENCH MARKS**
- NORTH E.M. OF SANITARY SEWER MANHOLE LOCATED APPROXIMATELY 90 FEET SOUTH AND 120 FEET WEST OF THE SOUTHWEST PROPERTY CORNER. ELEVATION 856.41 U.S.C. & G.S. DATUM.
 - NORTH E.M. OF SANITARY SEWER MANHOLE LOCATED APPROXIMATELY 50 FEET SOUTH AND 10 FEET EAST OF THE NORTHEAST PROPERTY CORNER. ELEVATION 864.25 U.S.C. & G.S. DATUM.
 - NORTH E.M. OF SANITARY SEWER MANHOLE LOCATED APPROXIMATELY 210 FEET SOUTH AND 82 FEET WEST OF THE NORTHEAST PROPERTY CORNER. ELEVATION 868.23 U.S.C. & G.S. DATUM.
 - CITY OF NOVI BENCH MARK 25-7, CIRCLED CROSS ON IRON ROD ON STUBBART, 47 FT. SOUTH OF CENTERLINE OF TEN MILE ROAD & 40 FT. EAST OF CENTERLINE OF LEGISE. ELEV. 868.23 U.S.C. & G.S. DATUM.
 - CITY OF NOVI BENCH MARK 25-8, CIRCLED "X" ON SOUTHWEST BOLT ON STUBBART, 45 FT. SOUTH OF CENTERLINE OF TEN MILE ROAD & 76 FT. WEST OF CENTERLINE OF RUPPLE CREEK. ELEV. 864.20 U.S.C. & G.S. DATUM.

- STANDARD NOTES**
- NOTIFY THE CITY OF NOVI A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
 - ALL CONSTRUCTION MUST CONFORM TO THE CURRENT ZONING AND SPECIFICATIONS OF THE CITY OF NOVI.
 - CALL 311 OR 734-480-7171 A MINIMUM OF THREE WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
 - ALL PROPOSED UTILITIES SHALL BE UNDERGROUND UNLESS NOTED OTHERWISE.
 - ALL SLOPE EROSION AND SILT MUST BE CONTROLLED AND CONTAINED ON SITE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE TO EXISTING UTILITIES OR FACILITIES CAUSED BY HIS OPERATION.
 - ALL EXCAVATION UNDER THE 45 DEGREE ZONE OF 1 ON 1 INFLUENCE LINE OF EXISTING PROPOSED PAVEMENT SHALL BE BACKFILLED AND COMPACTED WITH SAND (CLASS 3) UP TO AT LEAST 2 FEET MINIMUM LAYER THICKNESS.
 - ALL EXCAVATION OUTSIDE OF THE 45 DEGREE ZONE OR 1 ON 1 INFLUENCE LINE OF EXISTING OR PROPOSED PAVEMENT SHALL BE BACKFILLED WITH DETAIL MATERIAL FREE OF LARGE LIMBS OF CLAY, DEBRIS, AND ROCKS. MATERIAL SHALL BE COMPACTED TO AT LEAST 90% UNIT WEIGHT.
 - MINIMUM VERTICAL CLEARANCE BETWEEN UTILITIES SHALL BE 18" MINIMUM. WHERE UTILITIES CROSS, PROVIDE SAND COLUMNS 18" MINIMUM DIA. AND COVER SHALL BE PROVIDED BETWEEN UTILITIES.
 - THE DEVELOPER IS RESPONSIBLE FOR RESOLVING ANY DRAINAGE PROBLEMS OR ADJACENT PROBLEMS WHICH ARE A RESULT OF THE DEVELOPER'S ACTIVITIES.
 - ALL SIGNS AND TRAFFIC CONTROL DURING CONSTRUCTION AND MAINTENANCE ACTIVITIES SHALL BE FOR THE MOST CURRENT MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

LEGAL DESCRIPTION

PARCEL ID NO. 80-02-24-077-003

PART OF THE SOUTHWEST 1/4 OF SECTION 24, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS THE SOUTH 1185' FEET OF THE WEST 368.00 FEET OF THE EAST 736.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 24, ALSO DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 24, ALSO BEING THE CENTERLINE OF TEN MILE ROAD, DISTANT SOUTH 87°01'43" WEST 368.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 24, T.1N., R.8E. AND PROCEEDING THENCE ALONG THE SOUTH LINE OF SECTION 24, ALSO BEING THE CENTERLINE OF TEN MILE ROAD, SOUTH 87°01'43" WEST 260.00 FEET, THENCE NORTH 62°37'39" WEST 1183.70 FEET, THENCE PARTIALLY ALONG THE SOUTH LINE OF LESLIE PARK SUBDIVISION, LIBER 83, PAGE 127, O.C.R., NORTH 87°01'43" EAST 368.00 FEET, THENCE PARTIALLY ALONG THE WEST LINE OF CAMBORNE PLACE SUBDIVISION, LIBER 210, PAGES 1-8, O.C.R., SOUTH 02°36'45" EAST 1183.70 FEET TO THE POINT OF BEGINNING, CONTAINING 30.00 ACRES, EXCEPT PAINT TAKEN, USED OR DECEDED FOR TEN MILE ROAD, SUBJECT TO EASEMENTS OF RECORD.



OWNER / DEVELOPER
 WILLIAM I. ROSKELLY
 1621 RYLAND
 REDFORD, MI 48240
 PHONE NO. 313-255-7484

- NOTES**
- THE SITE DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN.
 - THE SITE DOES NOT LIE WITHIN A CITY OR STATE REGULATED WETLAND.
 - THE SITE DOES NOT LIE WITHIN A REGULATED WOODLAND.
 - THE EXISTING ON-SITE BUILDING STRUCTURES SHALL BE REMOVED.
 - NO OBSTACLE VEHICULAR ACCESS SHALL BE PERMITTED TO TEN MILE ROAD FOR LOT 1.

A PERMIT MUST BE OBTAINED FROM THE C.C.C. PRIOR TO BEGINNING TO ANY WORK BEING DONE ALONG EXISTING CITY ROADS.

NOTE ANY RIGHT-OF-WAY OR EASEMENTS NEEDED TO INSTALL THE PROPOSED IMPROVEMENTS MUST BE OBTAINED PRIOR TO FINAL PLAN APPROVAL. STREET ACCEPTANCE OR CONSTRUCTION RECEIVERS OCCURRING FIRST.

SITE DATA

GROSS AREA OF PARCEL= 10.00 ACRES
 NET AREA OF PARCEL= 9.48 ACRES
 ZONING: R-4
 MINIMUM LOT SIZE= 10,000 SQ. FT.
 MINIMUM LOT WIDTH= 80 FEET
 FRONT SETBACK= 30 FEET
 REAR SETBACK= 35 FEET (LOTS 6 THRU 20)
 REAR SETBACK= 50 FEET (LOTS 1 THRU 5)
 SIDE SETBACK= 10 FEET (MINIMUM)
 SIDE SETBACK= 25 FEET (ADJACENTS)

THIS SHEET DOES NOT CONTAIN ANY FIELD MEASURED ITEMS.

WILLOWBROOK FARM SUBDIVISION NO. 4
 PART OF SOUTHWEST 1/4 OF SECTION 24, T.1N., R.8E., CITY OF NOVI, OAKLAND CO., MI

REVISIONS		
ITEM	DATE	BY
REV. FOR D.C.C.	11-14-00	M.W.
REV. FOR D.C.C.	01-11-00	M.W.
REV. FOR J.C.K.	11-21-00	M.W.
REV. FOR J.C.C.	01-03-01	M.W.
REV. FOR R.C.D.C.	01-03-01	M.W.
REV. FOR R.C.C.	01-03-01	M.W.
REV. FOR R.C.C.	01-03-01	M.W.
REV. FOR R.C.C.	01-03-01	M.W.
REV. FOR R.C.C.	01-03-01	M.W.
REV. FOR R.C.C.	01-03-01	M.W.

BASNEY & SMITH, INC.
 2001 REDWOOD CREEK ROAD
 LINDEN, MI 48835
 PHONE # (734) 466-2000
 FAX # (734) 466-2000
 ENGINEERING & SURVEYING

DRAWN BY: DATE: M.W. 8-12-00
 CAD FILE: JOB NUMBER: 01-2-28
 SCALE: SHEET: 1 OF 9

- LEGEND**
- STORM MANHOLE
 - SANITARY MANHOLE
 - CATCH BASIN
 - GATE VALVE & WELL
 - GATE VALVE & BOX (WATER STOP)
 - INVERT
 - INLET
 - END SECTION
 - UTILITY POLE
 - CITY WIRE
 - SECTION COVER
 - SANITARY SEWER
 - STORM SEWER
 - WATER MAIN
 - EXISTING ELEVATION
 - PROPOSED ELEVATION
 - DRAINAGE DIRECTION
 - DRAINAGE DISTRIBUTION
 - DRAINAGE SWALE
 - C&G MAIN
 - OVERHEAD WIRE (O.H.W.)
 - UNDERGROUND E.L. CABLE
 - UNDERGROUND M.T.E. CABLE
 - CLASS B SAND COMPACTED TO A MIN. 95% DENSITY

- SHEET INDEX**
- 1 OF 9 SITE PLAN
 - 2 OF 9 GRADING AND STORM SEWER PLAN
 - 3 OF 9 SANITARY SEWER AND WATER MAIN PLAN
 - 4 OF 9 DRAINAGE DISTRIBUTION & SOIL EROSION PLAN
 - 5 OF 9 STORM SEWER PROFILES
 - 6 OF 9 STORM SEWER PROFILES
 - 7 OF 9 SANITARY SEWER PROFILES
 - 8 OF 9 AMANDA LANE PLAN AND PROFILE
 - 9 OF 9 CAMBORNE LANE PLAN AND PROFILE & PAYMENT DETAILS



February 22, 2012

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

**Re: Willowbrook Phase IV
Site Utilities and Pavement Recommendation for Acceptance**
Novi SP No.: 01-0077
SDA Job No.: NV011-208

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)
Robert West, City of Novi–Water & Sewer Manager (e-mail)
Chris Schrier, Singh Development (e-mail)
Christopher Robbins, PE, SDA (e-mail)
SDA CE Job File

JOHNSON ROSATI

LABARGE, ASELTYN & FIELD, P.C.

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

Elizabeth Kudla Saarela
esaarela@jrlaf.com

February 22, 2012

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

Re: Willowbrook Farm Subdivision No. 4 SP01-77
Street Acceptance
Our File No. 660047.NOV1

Dear Mr. Hayes:

We have received and reviewed the following documents for the conveyance of streets within the Willowbrook Farm Subdivision No. 4:

1. Bill of Sale for streets and paving
2. Commitment for Title Insurance
3. Maintenance and Guarantee Bond

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

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

Very Truly Yours,



Elizabeth Kudla Saarela

February 22, 2012
Page 2

Cc: Maryanne Cornelius, Clerk
Sue Troutman, City Clerk's Office
Marina Neumaier, Assistant Finance Director
Charles Boulard, Community Development Director
Barb McBeth, Deputy Community Development Director
Sarah Marchioni, Building Permits Coordinator
Brian Coburn, Engineering Manager
Aaron Staup, Construction Engineering Coordinator
Sheila Weber and Kristin Pace, Treasurer's Office
Mike Kahm, Singh Construction Company
Thomas R. Schultz, Esquire

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

First American Title Insurance Company

SCHEDULE A

Commitment No.: 559032
2014 Tom Delaney

Date Printed: November 09, 2011

1. Effective Date: October 12, 2011 @ 8:00 AM

2. Policy or Policies to be Issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06) Without General Exceptions	\$10,000.00

Proposed Insured:
City of Novi

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:
Singh of Willowbrook IV, L.L.C., a Michigan limited liability company

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)

Ten Mile Road, Amanda Lane, Camborne Lane 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.: 559032

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. SUBMIT A COPY OF THE OPERATING AGREEMENT OF SINGH OF WILLOWBROOK IV, L.L.C., A DISSOLVED MICHIGAN LIMITED LIABILITY COMPANY. FURTHER REQUIREMENTS MAY BE MADE UPON REVIEW OF THE OPERATING AGREEMENT.
2. PROVIDE SATISFACTORY EVIDENCE OF THE AUTHORITY OF THE PERSON OR PERSONS AUTHORIZED TO EXECUTE THE DEED ON BEHALF OF SINGH OF WILLOWBROOK IV, L.L.C., A DISSOLVED MICHIGAN LIMITED LIABILITY COMPANY.
3. WARRANTY DEED FROM OWNER NAMED ON SCHEDULE A TO THE PARTY TO BE INSURED.
4. APPLICATION HAS BEEN MADE FOR THE ISSUANCE OF OWNER'S POLICY WITHOUT STANDARD EXCEPTIONS. SUCH POLICY WILL BE ISSUED UPON RECEIPT OF THE FOLLOWING:
 - A) A FULLY EXECUTED OWNER'S AFFIDAVIT WHICH EVIDENCES THERE HAS BEEN NO WORK COMPLETED ON THE PROPERTY WITHIN THE LAST 90 DAYS OR, IF WORK HAS BEEN COMPLETED, A FINAL SWORN STATEMENT SATISFACTORY TO FIRST AMERICAN TITLE INSURANCE COMPANY, FULL UNCONDITIONAL WAIVERS OF LIEN MUST ACCOMPANY SUCH AFFIDAVIT; AND
 - B) AN ALTA/ACSM SURVEY OR OTHER SURVEY SATISFACTORY TO FIRST AMERICAN TITLE INSURANCE COMPANY WHICH IS CERTIFIED TO FIRST AMERICAN TITLE INSURANCE COMPANY AND THE UNDERWRITER NAMED IN THIS COMMITMENT. ADDITIONAL EXCEPTIONS WILL BE MADE FOR ANY EASEMENTS, ENCROACHMENTS OR OTHER MATTERS WHICH MAY BE DISCLOSED BY THE SURVEY.

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

Schedule B – Section II EXCEPTIONS

Commitment No.: 559032

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. Easement in favor of the Village of Novi and the Covenants, Conditions and Restrictions contained in Instrument recorded in Liber 4972, page 298.
2. Sidewalk Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in Instrument recorded in Liber 11087, page 766.
3. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
4. Rights of tenants, if any, under any unrecorded leases.
5. Lien for outstanding water or sewer charges, if any.
6. Liens, if any, for Special Assessments.
7. Information obtained from the Oakland County Assessor discloses that the subject land currently has no assessed value and there is no tax liability.

EXHIBIT A
LEGAL DESCRIPTION

File No.: 559032

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

All that part of WILLOWBROOK FARM SUBDIVISION NO. 4, designated as public roadway (Ten Mile Road, Amanda Lane and Camborne Lane), being a part of Southwest 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan, according to the plat thereof as recorded in Liber 293 of Plats, page 16, Oakland County Records, more particularly described as commencing at the South 1/4 corner of said Section 24, thence South 87 degrees 01 minutes 43 seconds West 368.00 feet along the South line of said Section 24 and the centerline of Ten Mile Road to the point of beginning, thence continuing South 87 degrees 01 minutes 43 seconds West 368.00 feet along the South line of said Section 24 and the centerline of said Ten Mile Road, thence North 02 degrees 37 minutes 39 seconds West 60.00 feet, thence North 87 degrees 01 minutes 43 seconds East 140.99 feet, thence North 02 degrees 37 minutes 39 seconds West 60.26 feet, thence North 04 degrees 46 minutes 46 seconds East 100.84 feet, thence North 02 degrees 37 minutes 39 seconds West 756.43 feet, thence South 87 degrees 48 minutes 24 seconds West 154.00 feet, thence North 02 degrees 37 minutes 39 seconds West 60.00 feet, thence North 87 degrees 48 minutes 24 seconds East, 368.27 feet, thence South 02 degrees 36 minutes 45 seconds East 60.00 feet, thence South 87 degrees 48 minutes 24 seconds West 154.26 feet, thence South 02 degrees 37 minutes 39 seconds East 755.98 feet, thence South 10 degrees 02 minutes 04 seconds East 100.84 feet, thence South 02 degrees 37 minutes 39 seconds East 59.73 feet, thence North 87 degrees 01 minutes 43 seconds East 141.02 feet, thence South 02 degrees 36 minutes 45 seconds East 60.00 feet to the point of beginning.

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



Dennis J. Gilmore
President



Timothy Kemp
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 or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions 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



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 email 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.

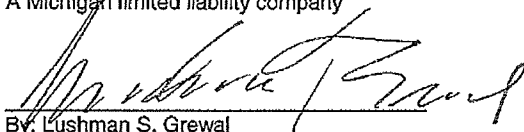
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Singh of Willowbrook IV, L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322, for the sum of One (\$1.00) Dollar and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Novi, 45175 West Ten Mile Road, Novi, Michigan 48375, the street paving according to public rights-of-way therefore established, as shown on the attached Final Plat:

See Exhibit "A" – Roadway Description, along with a complete copy of the Final Plat as recorded in Liber 293, Pages 16 through 19 on June 15, 2005, Oakland County Register of Deeds.

In witness whereof, the undersigned had executed these presents this 9th day of December, 2011.

Singh of Willowbrook IV, L.L.C.
A Michigan limited liability company

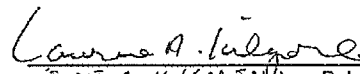


By: Lushman S. Grewal
Its: Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

The foregoing instrument was acknowledged before me this 9th day of December, 2011, by Lushman S. Grewal, who is the Manager of Singh of Willowbrook IV, L.L.C, a Michigan limited liability company, on behalf of the limited liability company.

LAWRENCE A. KILGORE
NOTARY PUBLIC STATE OF MICHIGAN
COUNTY OF OAKLAND
MY COMMISSION EXPIRES: DEC. 20, 2016
ACTING IN THE COUNTY OF OAKLAND


LAWRENCE A. KILGORE, Notary Public
Oakland County, Michigan
My Commission Expires: 12-20-16

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

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

Exhibit "A"

Willowbrook Farm Subdivision No. 4, Public Roads
Job No. 05-033
Date: 11/01/2011

Legal Description:

All that part of "Willowbrook Farm Subdivision No. 4", designated as public roadway (Ten Mile Road, Amanda Lane and Camborne Lane), being a part of Southwest 1 / 4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan, as recorded in Liber 293, Pages 16, 17, 18, and 19, Oakland County Records;

More particularly described as commencing at the South 1 / 4 Corner of said Section 24; thence South 87°01'43" West, 368.00 feet, along the South line of said Section 24 and the centerline of Ten Mile Road, to the Point of Beginning;

Thence continuing South 87°01'43" West, 368.00 feet, along the South line of said Section 24 and the centerline of said Ten Mile Road; thence North 02°37'39" West, 60.00 feet; thence South 87°01'43" East, 140.99 feet; thence North 02°37'39" West, 60.26 feet; thence North 04°46'46" East, 100.84 feet; thence North 02°37'39" West, 756.43 feet; thence South 87°48'24" West, 154.00 feet; thence North 02°37'39" West, 60.00 feet; thence North 87°48'24" East, 368.27 feet; thence South 02°36'45" East, 60.00 feet; thence South 87°48'24" West, 154.26 feet; thence South 02°37'39" East, 755.98 feet; thence South 10°02'04" East, 100.84 feet; thence South 02°37'39" East, 59.73 feet; thence North 87°01'43" East, 141.02 feet; thence South 02°36'45" East, 60.00 feet, to the Point of Beginning.

Exhibit "A"

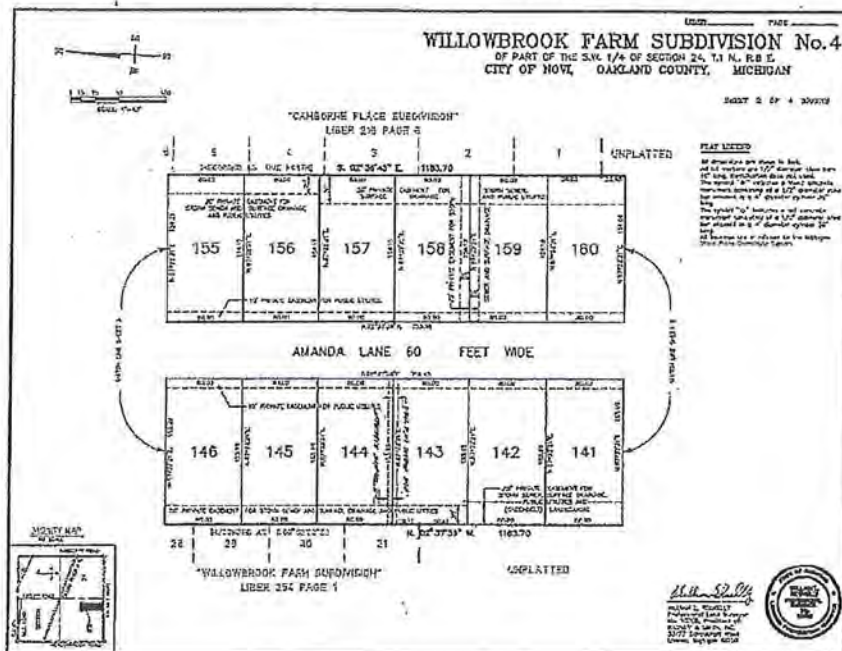
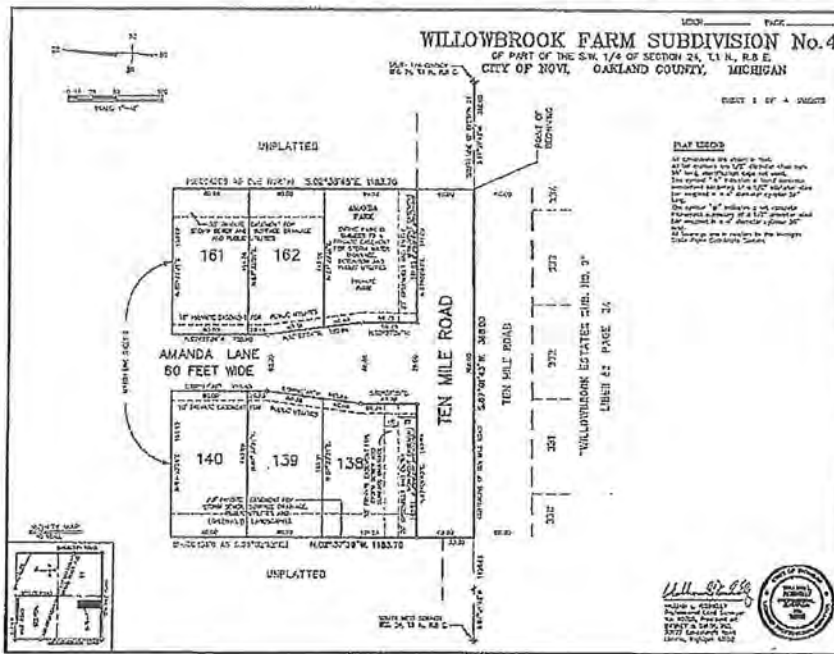
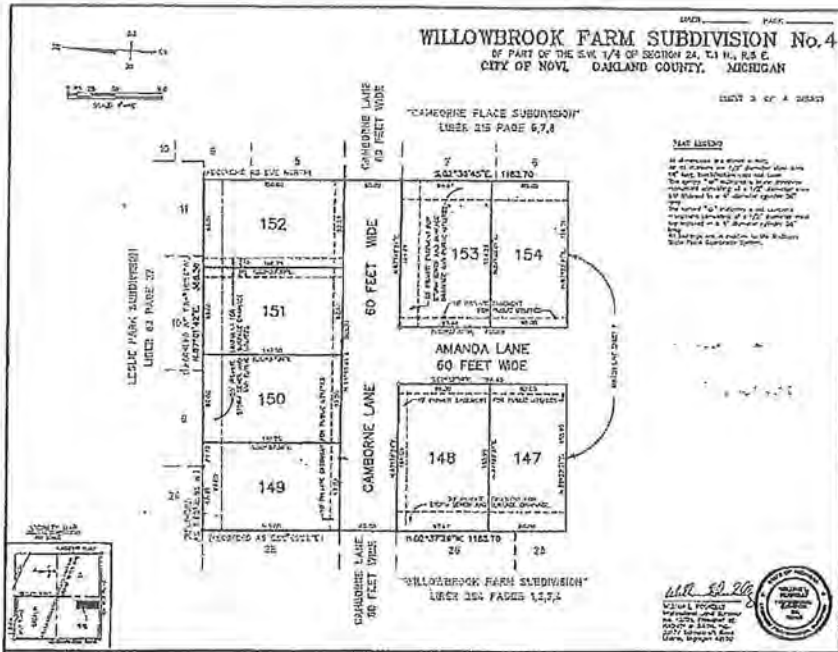


Exhibit "A"



WILLOWBROOK FARM SUBDIVISION No. 4
PART OF THE SW 1/4 OF SECTION 24, T1 N, R5 E
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PLANNING COMMISSION REPORT

The Planning Commission has reviewed the application for the subdivision of the Willowbrook Farm Subdivision No. 4, located in the City of Novi, Oakland County, Michigan. The subdivision consists of six lots, each approximately 10,000 square feet in area. The subdivision is bounded by Leslie Park Subdivision to the west, Camberne Place Subdivision to the north, and Willowbrook Farm Subdivision to the south. The subdivision is proposed to be used for residential purposes.

The Planning Commission has reviewed the application and has found that the subdivision meets the requirements of the City of Novi Ordinance 200-11, which governs the subdivision of land. The subdivision is proposed to be used for residential purposes, which is consistent with the zoning of the area. The subdivision is proposed to be used for residential purposes, which is consistent with the zoning of the area. The subdivision is proposed to be used for residential purposes, which is consistent with the zoning of the area.

RECOMMENDATION: The Planning Commission recommends that the subdivision be approved, subject to the following conditions: 1. The subdivision shall be used for residential purposes only. 2. The subdivision shall be used for residential purposes only. 3. The subdivision shall be used for residential purposes only.

APPROVED: [Signatures and Seals]

MAINTENANCE AND GUARANTEE BOND

The undersigned, Asphalt Specialists, Inc., "Principal," whose address is 1780 E. Highwood, Pontiac, MI 48340 and Hudson Insurance Company "Surety," whose address is 17 State Street, 29th Floor, New York, NY 10004 will pay the City of Novi, "City," and its legal representatives or assigns, the sum of Twenty Six Thousand Four Hundred Eighteen and 50/100THS Dollars (\$ 26,418.50) 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 Asphalt - Willowbrook #4 within the City of Novi, shown on plans dated 1/18/05 ("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, 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 November 18, 2011.

Date: November 18, 2011

WITNESS:



PRINCIPAL: Asphalt Specialists, Inc.

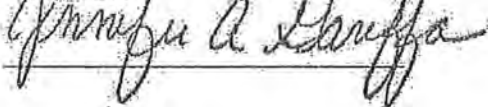


By:

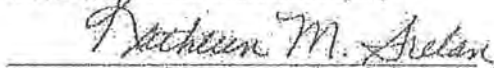
Its: 

Date: November 18, 2011

WITNESS:



SURETY: Hudson Insurance Company



By: Kathleen M. Ireland

Its: Attorney-in-Fact



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 Trobec, Jeffrey A. Chandler, Kathleen M. Irolan and Chad Teague 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 pennal 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 signed 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 thereto by like order.



Alicia T. McKinney, Notary Public, State of New York, No. 01MC6212495, 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 18th day of November, 2011



By Deborah S. Aschheim, Corporate Assistant Secretary