



CITY of NOVI CITY COUNCIL

**Agenda Item H
December 19, 2016**

SUBJECT: Acceptance of Andelina Ridge Single Family Residence Phase 1 subdivision streets and adoption of Act 51 New Street Resolution accepting Medina Boulevard, Amadora Circle, Pamplona Lane, Estrada Lane, and Murcia Road as public, adding 0.45 miles of roadway to the City's street system.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Pinnacle Novi 12 LLC, developers of the Andelina Ridge Phase 1 subdivision have requested the dedication of Medina Boulevard, Amadora Circle, Pamplona Lane, Estrada Lane, and Murcia Road and also requests that the City of Novi accept these streets as public assets. The right-of-way widths for each of the above proposed streets are sixty (60) feet. The development is located south of Twelve Mile Road and east of Napier Road.

The streets in Andelina Ridge Phase 1 have been constructed in accordance with City Standards. The related acceptance documents have been reviewed by the City Attorney and are in a form so as to permit acceptance by City Council. According to the City's consulting engineer, the streets meet City design and construction standards (Spalding DeDecker & Associates, Inc. July 20, 2016 letter and August 24, 2013 affidavit). The enclosed resolution satisfies the Michigan Department of Transportation requirement for adding 0.45 Miles of roadway to Act 51 funding, bringing the City's total local road network to approximately 158 Miles.

RECOMMENDED ACTION: Acceptance of Andelina Ridge Single Family Residence Phase 1 subdivision streets and adoption of Act 51 New Street Resolution accepting Medina Boulevard, Amadora Circle, Pamplona Lane, Estrada Lane, and Murcia Road as public, adding 0.45 miles of roadway to the City's street system.

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

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

Andelina Ridge Phase 1 Street Acceptance Location Map

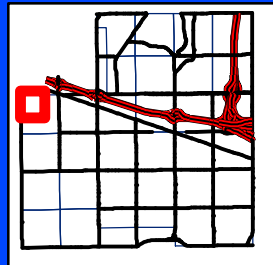


Map Author: D. Rehtien
Date: 11/28/2016
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



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



1 inch = 429 feet



CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

ANDELINA RIDGE PHASE 1 SUBDIVISION
MEDINA BOULEVARD, AMADORA CIRCLE, PAMPLONA LANE, ESTRADA LANE AND MURCIA
ROAD

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on December 19, 2016, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Medina Boulevard, Estrada Lane, Amadora Circle, Pamplona Lane, and Murcia Road, and,

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

WHEREAS; that Medina Boulevard, Estrada Lane, Amadora Circle, Pamplona Lane, and Murcia Road were open to the public since 2013.

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

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, 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 5th day of December, 2016 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.

Cortney Hanson, City Clerk
City of Novi

December 8, 2016

Mrs. Theresa C. Bridges
Construction Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Andelina Ridge - Phase 1
Site Work Final Approval**
Novi SP No.: JSP13-0012
SDA Job No.: NV13-214

Dear Mrs. Bridges:

Please be advised that the public site utilities, grading, and pavement for the above referenced project have been confirmed by SDA to have been completed in accordance with the approved construction plans. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee can be released.

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

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

Sincerely,

SPALDING DEDECKER



Ted Meadows
Senior Project Manager

TMM

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Cheryl McNamara, City of Novi – Interim Bond Coordinator (e-mail)
Angie Pawlowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Paul Hotvedt, Pinnacle Homes (e-mail)
Brad Botham, Pinnacle Homes (e-mail)
SDA Job File



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

November 7, 2016

George D. Melistas, Engineering Senior Manager
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Andelina Ridge – Phase I JSP 13-0012
Roads - Review for Acceptance**

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find, the following on-site documents for Phase I of the Andelina Ridge residential site condominium development:

- Warranty Deed – Interior Roads (**Approved**)
- Partial Discharge of Mortgage – Interior Roads (**Approved**)
- Warranty Deed – Twelve Mile Right of Way (**Approved**)
- Bill of Sale (**Approved**)
- Maintenance and Guarantee Bond (**Approved**)
- Title Commitment
- Sidewalk Easement (**Approved**)

Twelve Mile and Interior Roads

Pinnacle-Novı 12, LLC seeks to convey the internal condominium roads and adjacent Twelve Mile Road right-of-way for public use and maintenance. We have reviewed and approve the format and language of the above Warranty Deeds and Bill of Sale for the internal roads paving. The exhibits have been reviewed and approved by the City's Consulting Engineer. The Partial Discharge of Mortgage is acceptable as provided and should be recorded by the lender. The Warranty Deeds may be placed on an upcoming City Council agenda for acceptance.

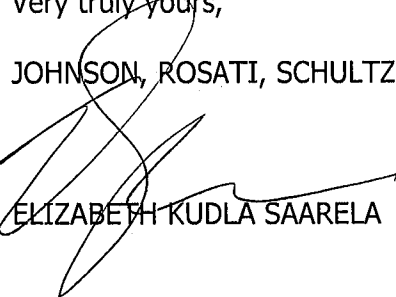
The Maintenance and Guarantee bond for the internal road paving is in the City's standard format for a surety bond and is acceptable for the purpose of guaranteeing the paving against defects in materials and workmanship for two years from the date of acceptance.

Sidewalk Easement

We have reviewed and approve the enclosed Sidewalk Easement adjacent to Twelve Mile and the intersection with Medina Boulevard. The Sidewalk Easement is in the City's standard format, and the lender's Consent document is acceptable as provided. The exhibits have been reviewed and approved by the City's Consulting Engineer. The Sidewalk Easement may be placed on an upcoming City Council Agenda for acceptance.

Once approved and accepted by City Council, the Warranty Deeds and Sidewalk Easement should be recorded with Oakland County Records in the usual manner. The Commitment for Title Insurance, Maintenance and Guarantee Bond and Bills of Sale should be retained in the City's file.

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

Very truly yours,
JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

ELIZABETH KUDLA SAARELA

EMK
Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosures)
- Charles Boulard, Community Development Director (w/Enclosures)
- Barb McBeth, Deputy Community Development Director (w/Enclosures)
- Sheila Weber, Treasurer's Office (w/Enclosures)
- Kristin Pace, Treasurer's Office (w/Enclosures)
- Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
- Theresa Bridges, Construction Engineer (w/Enclosures)
- Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
- David Beschke, Landscape Architect (w/Enclosures)
- Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)
- Sue Troutman, City Clerk's Office (w/Enclosures)
- Brad Botham, Pinnacle Homes (w/Enclosures)
- Nicholas P. Scavone, Jr., Esquire (w/Enclosures)
- Thomas R. Schultz, Esquire (w/Enclosures)

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Novu 12 LLC, a Michigan limited liability company, whose address is 1666 S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526(a) a permanent easement for a public walkway over, across and through property located in Section 29, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

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

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

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

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

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

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

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

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

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

Dated this 25TH day of October, 2016.

PINNACLE-NOVI 12 LLC, a Michigan limited liability company

By: [Signature]
Howard Fingerroot
Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 25th day of October, 2016 by Howard Fingerroot, Manager of Pinnacle-Novu 12 LLC, a Michigan limited liability company, on behalf of the company..

ANTIONETTE BERGER
Notary Public - Michigan
Wayne County
My Comm. Expires 10/24/18

[Signature]
Notary Public
[Signature] County, Michigan
My Commission Expires: 10/24/18
Acting in the County of Oakland

Drafted By:
Elizabeth K. Saarela
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

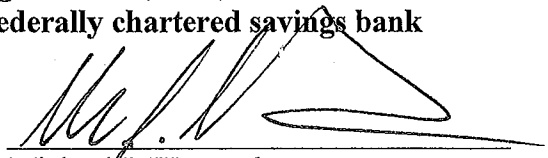
When recorded return to:
Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Sidewalk Easement, dated 10-25, 2016, attached hereto and incorporated as Exhibit A, whereby Pinnacle-Novi 12, LLC, grants and conveys said easement to City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 12TH day of SEPTEMBER, 2016.

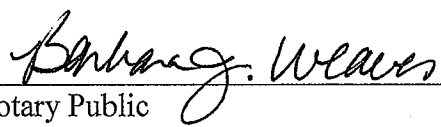
Flagstar Bank, FSB,
A federally chartered savings bank

By: 
Michael J. Wentrack

Its: FIRST VICE PRESIDENT

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 12th day of September, 2016 by Michael Wentrack, the First Vice President of Flagstar Bank, a Michigan Federally Chartered Savings Bank.


Notary Public
Acting in Oakland County, MI
My commission expires: 1/29/17

BARBARA J. WEAVER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES 01/29/2017
Acting in the County of Oakland

EXHIBIT A

June 25, 2013
Job No. 12-013

LEGAL DESCRIPTION
SUBJECT PARCEL
"ANDELINA RIDGE" CONDOMINIUM

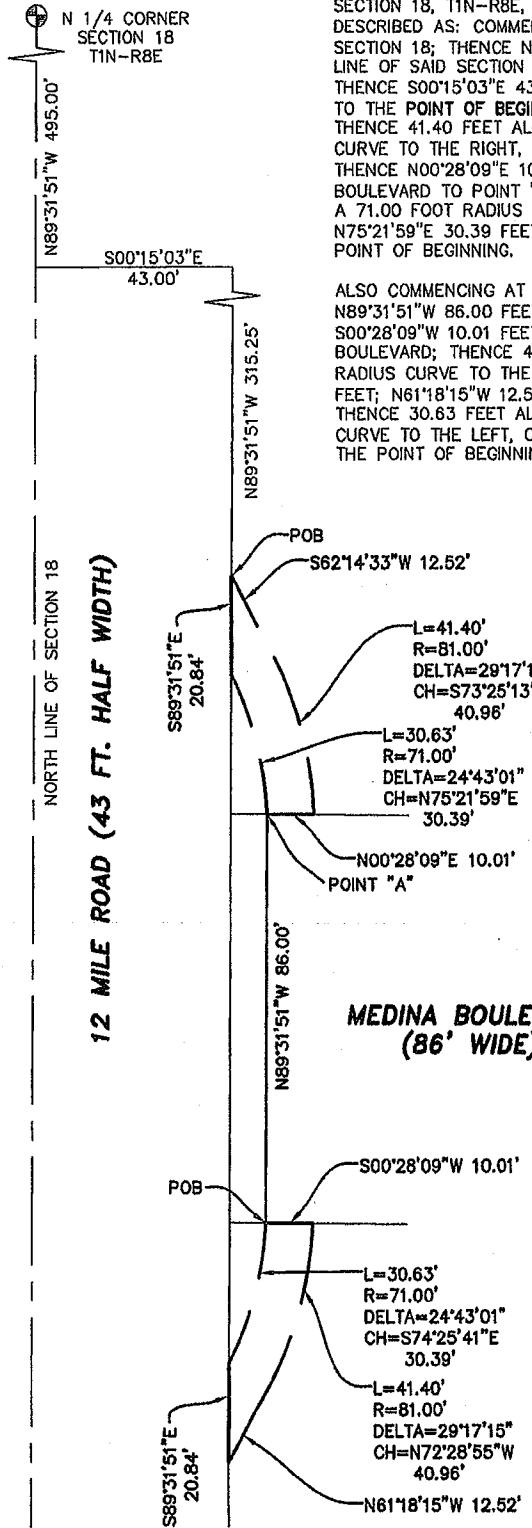
A part of the Northwest 1/4 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as: commencing at the North 1/4 corner of said Section 18 and proceeding North 89°31'51" West, 495.00 feet, along the North line of Section 18, also being the centerline of Twelve Mile Road (33.00 feet 1/2 width), to the POINT OF BEGINNING; thence South 00°15'03" East, 915.22 feet; thence South 89°44'57" West, 120.00 feet; thence South 00°15'03" East, 31.59 feet; thence South 89°44'57" West, 180.00 feet; thence South 00°15'03" East, 5.15 feet; South 89°44'57" West, 126.00 feet; thence South 22°29'09" West, 25.87 feet; thence South 89°44'57" West, 44.00 feet; thence South 00°15'03" East, 152.27 feet; thence 127.31 feet along a curve to the right, said curve having a radius of 470.00 feet, a central angle of 15°31'13" and a chord bearing and distance of South 07°30'34" West, 126.92 feet; thence 70.43 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 15°31'13" and a chord bearing and distance of South 07°30'34" West, 70.21 feet; thence South 00°15'03" East, 115.50 feet; thence 126.00 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 27°46'00" and a chord bearing and distance of South 14°08'03" East, 124.77 feet; thence South 66°53'29" West, 89.42 feet; thence South 27°53'13" West, 40.31 feet; thence South 28°31'22" East, 116.70 feet; thence South 07°31'23" East, 65.70 feet; thence South 00°15'03" East, 168.57 feet; thence 62.62 feet along a curve to the right, said curve having a radius of 67.00 feet, a central angle of 53°32'48" and a chord bearing and distance of North 51°36'37" West, 60.36 feet; thence 127.58 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 104°25'35" and a chord bearing and distance of North 77°03'00" West, 110.64 feet; thence North 39°15'48" West, 40.56 feet; thence South 89°44'57" West, 119.60 feet; thence the following three (3) courses along "Knightsbridge Gate", Oakland County Condominium Subdivision Plan No. 1797, 1) North 00°15'03" West, 1552.62 feet, 2) South 89°31'51" East, 132.00 feet, and 3) North 00°15'03" West, 330.00 feet; thence along said North line of Section 18 and Twelve Mile Road centerline, South 89°31'51" East, 682.57 feet, to the POINT OF BEGINNING. Containing 23.47 acres more or less, being subject to easements and restrictions of record and rights of the public or any governmental agency over Twelve Mile Road.

EXHIBIT B
SIDEWALK EASEMENT

DESCRIPTION:

A 10' WIDE EASEMENT FOR SIDEWALK IN THE NORTHWEST 1/4 OF SECTION 18, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE N89°31'51"W 495.00 FEET ALONG THE NORTH LINE OF SAID SECTION 18 AND THE CENTERLINE OF 12 MILE ROAD; THENCE S00°15'03"E 43.00 FEET; THENCE N89°31'51"W 315.25 FEET TO THE POINT OF BEGINNING; THENCE S62°14'33"W 12.52 FEET; THENCE 41.40 FEET ALONG THE ARC OF A 81.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S73°25'13"W 40.96 FEET; THENCE N00°28'09"E 10.01 FEET ALONG THE EAST LINE OF MEDINA BOULEVARD TO POINT "A"; THENCE 30.63 FEET ALONG THE ARC OF A 71.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N75°21'59"E 30.39 FEET; THENCE S89°31'51"E 20.84 FEET TO THE POINT OF BEGINNING.

ALSO COMMENCING AT AFOREMENTIONED POINT "A" THENCE N89°31'51"W 86.00 FEET TO THE POINT OF BEGINNING; THENCE S00°28'09"W 10.01 FEET ALONG THE WEST LINE OF MEDINA BOULEVARD; THENCE 41.40 FEET ALONG THE ARC OF A 81.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N72°28'55"W 40.96 FEET; N61°18'15"W 12.52 FEET; THENCE S89°31'51"E 20.84 FEET; THENCE 30.63 FEET ALONG THE ARC OF A 71.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S74°25'41"E 30.39 FEET TO THE POINT OF BEGINNING.



ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 46892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT:	PINNACLE HOMES	
DATE:	6-8-16	
DRAWN BY:	JRV	
CHECKED BY:	JDH	
SECTION: 18	TOWNSHIP: 1N	RANGE: 8E
ANDELINA RIDGE CITY OF NOVI OAKLAND COUNTY MICHIGAN		
FBK:	1	
CHF:		
SCALE	HOR 1" = 30 FT. VER 1" = 10 FT.	

WARRANTY DEED
(Right of Way)

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Novu 12 LLC, a Michigan limited liability company, whose address is 1666 S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

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

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and 00/100 (\$1.00) Dollars .

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

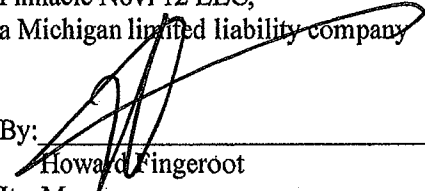
The Grantor grants to Grantee the rights to make no divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Dated this 25TH day of October, 2016.

Signed by:

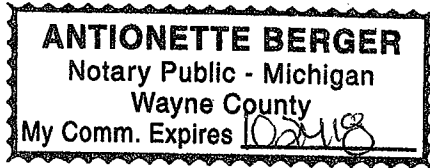
Pinnacle-Novu 12 LLC,
a Michigan limited liability company

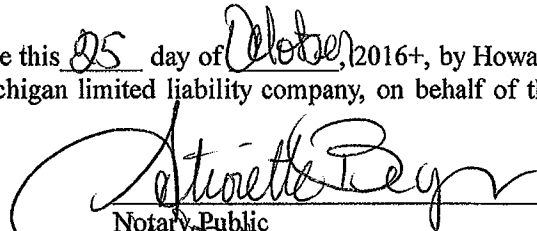
By:


Howard Fingerroot
Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 25 day of October, 2016+, by Howard Fingerroot, Manager of Pinnacle-Novu 12 LLC, a Michigan limited liability company, on behalf of the Company.




Notary Public
Wayne County, Michigan
My Commission Expires: 10/24/18

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela, Esq. Johnson, Rosati, Schultz & Joppich 27555 W. Twelve Mile, Suite 250 Farmington Hills, MI 48331
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Part of Tax Parcel No. _____

Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A

April 3, 2014
Job No. 12-013
"ANDELINA RIDGE" CONDOMINIUM

LEGAL DESCRIPTION 12 MILE ROAD RIGHT-OF-WAY DEDICATION

A part of the Northwest 1/4 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as: commencing at the Northwest corner of said Section 18 and proceeding South 89°31'51" East, 1423.00 feet, along the North line of said Section 18, also being the centerline of Twelve Mile Road (33.00 feet 1/2 width) to the POINT OF BEGINNING; thence continuing South 89°31'51" East, 682.56 feet, along said North line of said Section 18 and said centerline of Twelve Mile Road; thence South 00°15'03" East, 43.00 feet; thence North 89°31'51" West, 682.56 feet; thence North 00°15'03" West, 43.00 feet to the POINT OF BEGINNING. All of the above containing 0.67 acres.

WARRANTY DEED

(Roads)

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Novi 12 LLC, a Michigan limited liability company, whose address is 1666S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

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

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and 00/100 (\$1.00) Dollars .

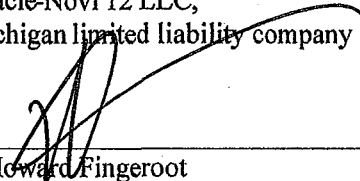
THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

The Grantor grants to Grantee the rights to make no divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Dated this 25TH day of October, 2016.

Signed by:

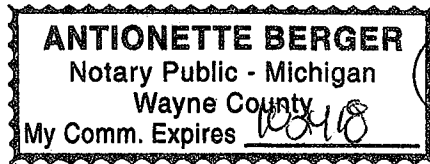
Pinnacle-Novi 12 LLC,
a Michigan limited liability company

By: 
Howard Fingerroot

Its: Manager

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 25th day of October 2016, by Howard Fingerroot, Manager of Pinnacle-Novu 12 LLC, a Michigan limited liability company, on behalf of the Company.



Antionette Berger
Notary Public
Wayne County, Michigan
My Commission Expires: 10/18

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela, Esq. Johnson, Rosati, Schultz & Joppich 27555 W. Twelve Mile, Suite 250 Farmington Hills, MI 48331
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Part of Tax Parcel No. _____

Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A

June 26, 2013
Job No. 12-013
"ANDELINA RIDGE" CONDOMINIUM

LEGAL DESCRIPTION
ROAD RIGHT-OF-WAY DEDICATION

A part of the Northwest 1/4 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as: commencing at the Northwest corner of said Section 18 and proceeding South 89°31'51" East, 1423.00 feet, along the North line of said Section 18, also being the centerline of Twelve Mile Road (33.00 feet 1/2 width) and the POINT OF BEGINNING #1; thence continuing South 89°31'51" East, 682.56 feet, along said North line of said Section 18 and said centerline of Twelve Mile Road; thence South 00°15'03" East, 43.00 feet; thence North 89°31'51" West, 365.44 feet; thence South 00°28'09" West, 38.44 feet; thence 32.91 feet along a curve to the left, said curve having a radius of 357.00 feet, a central angle of 05°16'54" and a chord bearing and distance of South 02°10'18" East, 32.90 feet; thence South 04°48'45" East, 110.20 feet; thence 292.28 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 64°24'32" and a chord bearing and distance of South 52°45'20" East, 277.13 feet; thence 39.84 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 08°46'44" and a chord bearing and distance of North 85°21'35" East, 39.80 feet; thence North 89°44'57" East, 96.47 feet; thence South 00°15'03" East, 60.00 feet; thence South 89°44'57" West, 96.47 feet; thence 25.53 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 07°18'52" and a chord bearing and distance of South 86°05'31" West, 25.52 feet; thence 31.70 feet along a curve to the right, said curve having a radius of 260.00 feet and a central angle of 06°59'09" and a chord bearing and distance of South 03°44'38" East, 31.68 feet; thence South 00°15'03" East, 468.34 feet; thence South 89°44'57" West, 60.00 feet; thence North 00°15'03" West, 95.00 feet to Point "A"; thence South 89°44'57" West, 219.50 feet; thence 17.27 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 03°48'22" and a chord bearing and distance of North 88°20'52" West, 17.27 feet; thence 36.08 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 10°20'07" and a chord bearing and distance of South 04°55'00" West, 36.03 feet; thence South 00°15'03" East, 64.85 feet; thence South 89°44'57" West, 6.00 feet; thence South 22°29'09" West, 25.87 feet; thence South 89°44'57" West, 44.00 feet; thence North 00°15'03" West, 88.71 feet; thence 47.00 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 10°21'27" and a chord bearing and distance of North 04°55'41" East, 46.94 feet; thence 331.00 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 72°56'32" and a chord bearing and distance of North 36°43'19" West, 309.10 feet; thence North 00°15'03" West, 101.78 feet; thence 269.33 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 59°21'03" and a chord bearing and distance of North 29°25'28" East, 257.44 feet; thence North 59°06'00" East, 22.66 feet; thence 76.69 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 16°54'03" and a chord bearing and distance of North 67°33'01" East, 76.42 feet; thence North 04°48'45" West, 109.70 feet; thence 40.84 feet along a curve to the right, said curve having a radius of 443.00 feet, a central angle of 05°16'54" and a chord bearing and distance of North 02°10'18" West, 40.82 feet; thence North 00°28'09" East, 38.44 feet; thence North 89°31'51" West, 231.12 feet; thence North 00°15'03" West, 43.00 feet to the POINT OF BEGINNING #1

And also, commencing at Point "A", thence North 00°15'03" West, 60.00 feet to the POINT OF BEGINNING #2; thence South 89°44'57" West, 219.50 feet; thence 314.16 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 90°00'00" and a chord bearing and distance of North 45°15'03" West, 282.84 feet; thence North 00°15'03" West, 101.78 feet; thence 207.17 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 59°21'03" and a chord bearing and distance of North 29°25'28" East, 198.03 feet; thence North 59°06'00" East, 22.66 feet; thence 421.15 feet along a curve to the

EXHIBIT A

right, said curve having a radius of 200.00 feet, a central angle of $120^{\circ}38'57''$ and a chord bearing and distance of South $60^{\circ}34'32''$ East, 347.54 feet; thence South $00^{\circ}15'03''$ East, 313.34 feet to the POINT OF BEGINNING #2. . All of the above containing 3.99 acres.

PARTIAL DISCHARGE OF MORTGAGE

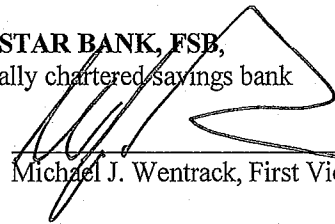
KNOW ALL MEN BY THESE PRESENTS, that the lien of a certain Mortgage ("**Mortgage**"), dated December 23, 2014, and recorded on January 26, 2015, in Liber 47811, Page 283, as amended by Mortgage Modification Agreement dated February 13, 2015, and recorded on March 12, 2015, in Liber 47957, Page 230, and by Mortgage Modification Agreement dated May 1, 2015, and recorded on May 27, 2015, in Liber 48218, Page 265, and by Mortgage Modification Agreement dated July 1, 2015, and recorded July 9, 2015 in Liber 48378, Page 488, and by Mortgage Modification Agreement, dated September 24, 2015, recorded October 13, 2015, in Liber 48694, Page 427, Oakland County Records (collectively, the "**Mortgage**"), by and between PINNACLE-NOVI 12 LLC, a Michigan limited liability company, having an address at 28800 Orchard Lake Road, Suite 200, Farmington Hills, Michigan 48334 ("**Mortgagor**"), and FLAGSTAR BANK, FSB, a federally chartered savings bank, whose address 5151 Corporate Drive, Troy, Michigan 48098, having an address at One Woodward Avenue, Suite 2600, Detroit, Michigan 48226 ("**Mortgagee**"), is discharged solely as to the land located in the City of Novi, County of Oakland, Michigan and more particularly described on attached Exhibit A and not as to any other land.

IN WITNESS WHEREOF, Bank has caused this instrument to be executed as of the 26th day of September, 2016.

MORTGAGEE:

FLAGSTAR BANK, FSB,
a federally chartered savings bank

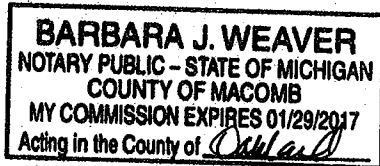
By:


Michael J. Wentrack, First Vice President

[notary appears on next page]

STATE OF MICHIGAN)
)ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this _____ day of September, 2016, by Michael J. Wentrack, of FLAGSTAR BANK, FSB, a federally chartered savings bank, on behalf of the bank. The signatory is either personally known to me or presented satisfactory evidence of identity to me on the date listed above.



Barbara J. Weaver
Barbara J Weaver Notary Public
Macomb County, Michigan
My Commission Expires: 1/29/17
Acting in the County of Oakland

Drafted by and
when recorded return to:

Wayne S. Segal, Esq.
Dawda Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1
ROAD RIGHT-OF-WAY DEDICATION

A part of the Northwest 1/4 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as: commencing at the Northwest corner of said Section 18 and proceeding South 89°31'51" East, 1423.00 feet, along the North line of said Section 18, also being the centerline of Twelve Mile Road (33.00 feet 1/2 width) and the POINT OF BEGINNING #1; thence continuing South 89°31'51" East, 682.56 feet, along said North line of said Section 18 and said centerline of Twelve Mile Road; thence South 00°15'03" East, 43.00 feet; thence North 89°31'51" West, 365.44 feet; thence South 00°28'09" West, 38.44 feet; thence 32.91 feet along a curve to the left, said curve having a radius of 357.00 feet, a central angle of 05°16' 54" and a chord bearing and distance of South 02°10' 18" East, 32.90 feet; thence South 04°48'45" East, 110.20 feet; thence 292.28 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 64°24'32" and a chord bearing and distance of South 52°45'20" East, 277.13 feet; thence 39.84 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 08°46' 44" and a chord bearing and distance of North 85°21'35" East, 39.80 feet; thence North 89°44'57" East, 96.47 feet; thence South 00°15'03" East, 60.00 feet; thence South 89°44'57" West, 96.47 feet; thence 25.53 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 07°18'52" and a chord bearing and distance of South 86°05'31" West, 25.52 feet; thence 31.70 feet along a curve to the right, said curve having a radius of 260.00 feet and a central angle of 06°59'09" and a chord bearing and distance of South 03°44'38" East, 31.68 feet; thence South 00°15'03" East, 468.34 feet; thence South 89°44'57" West, 60.00 feet; thence North 00°15'03" West, 95.00 feet to Point "A"; thence South 89°44'57" West, 219.50 feet; thence 17.27 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 03°48'22" and a chord bearing and distance of North 88°20'52" West, 17.27 feet; thence 36.08 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 10°20'07" and a chord bearing and distance of South 04°55'00" West, 36.03 feet; thence South 00°15'03" East, 64.85 feet; thence South 89°44'57" West, 6.00 feet; thence South 22°29'09" West, 25.87 feet; thence South 89°44'57" West, 44.00 feet; thence North 00°15'03" West, 88.71 feet; thence 47.00 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 10°21'27" and a chord bearing and distance of North 04°55'41" East, 46.94 feet; thence 331.00 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 72°56'32" and a chord bearing and distance of North 36°43'19" West, 309.10 feet; thence North 00°15'03" West, 101.78 feet; thence 269.33 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 59°21'03" and a chord bearing and distance of North 29°25'28" East, 257.44 feet; thence North 59°06'00" East, 22.66 feet; thence 76.69 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 16°54'03" and a chord bearing and distance of North 67°33'01" East, 76.42 feet; thence North 04°48'45" West, 109.70 feet; thence 40.84 feet along a curve to the right, said curve having a radius of 443.00 feet, a central angle of 05°16'54" and a chord bearing and distance of North 02°10'18" West, 40.82 feet; thence North 00°28'09" East, 38.44 feet; thence North 89°31'51" West, 231.12 feet; thence North 00°15'03" West, 43.00 feet to the POINT OF BEGINNING #1

And also, commencing at Point "A", thence North 00°15'03" West, 60.00 feet to the POINT OF BEGINNING #2; thence South 89°44'57" West, 219.50 feet; thence 314.16 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 90°00'00" and a chord bearing and distance of North 45°15'03" West, 282.84 feet; thence North 00°15'03" West, 101.78 feet; thence 207.17 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 59°21'03" and a chord bearing and distance of North 29°25'28" East, 198.03 feet; thence North 59°06'00" East, 22.66 feet; thence 421.15 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 120°38'57" and a chord bearing and distance of South 60°34'32" East, 347.54 feet; thence South 00°15'03" East, 313.34 feet to the POINT OF BEGINNING #2. All of the above containing 3.99 acres.

PARCEL 2
12 MILE ROAD RIGHT-OF -WAY DEDICATION

A part of the Northwest 1/4 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as: commencing at the Northwest corner of said Section 18 and proceeding South 89°31'51" East, 1423.00 feet, along the North line of said Section 18, also being the centerline of Twelve Mile Road (33.00 feet 1/2 width) to the POINT OF BEGINNING; thence continuing South 89°31'51" East, 682.56 feet, along said North line of said Section 18 and said centerline of Twelve Mile Road; thence South 00°15'03" East, 43.00 feet; thence North 89°31'51" West, 682.56 feet; thence North 00°15'03" West, 43.00 feet to the POINT OF BEGINNING. All of the above containing 0.67 acres.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Pinnacle-Novu 12 LLC, whose address is 1666 S. Telegraph, Suite 200, Bloomfield Hills, Michigan 48302, 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 the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the paving attached to or installed in the ground as a part of the roads described as follows:

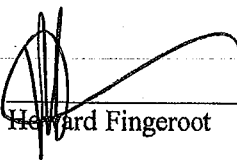
(See Attached Exhibit "A")

The undersigned has executed these presents this 4 day of August, 2016.

Signed by

Pinnacle-Novu 12 LLC,
a Michigan limited liability company

By: _____


Howard Fingeroot

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 4th day of August, 2016, by Howard Fingeroot, on behalf of Pinnacle-Novu 12 LLC, a Michigan limited liability company, on behalf of the Company.


Notary Public
Oakland County, Michigan
My Commission Expires: 10/24/18

Drafted By:
Elizabeth K. Saarela
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

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

EXHIBIT A

June 26, 2013
Job No. 12-013
"ANDELINA RIDGE" CONDOMINIUM

LEGAL DESCRIPTION
ROAD RIGHT-OF-WAY DEDICATION

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right, said curve having a radius of 200.00 feet, a central angle of $120^{\circ}38'57''$ and a chord bearing and distance of South $60^{\circ}34'32''$ East, 347.54 feet; thence South $00^{\circ}15'03''$ East, 313.34 feet to the POINT OF BEGINNING #2. . All of the above containing 3.99 acres.

ENDORSEMENT

Issued By: First American Title Insurance Company

Attached to Policy No.: 683770

File No.: 683770M6, Endorsement No. 2, Pinnacle Developments,

Modification of Mortgage IV

The Company hereby amends Schedules A; B, Part I; and B, Part II, of the Policy as follows:

1. Schedule A of the Policy is amended as follows:
 - (a) The Date of Policy is amended to: May 27, 206 @ 8:00 AM, as to Oakland County
May 09, 2016 @ 8:00 AM, as to Wayne County
May 26, 2016 @ 8:00 AM, as to Macomb County
June 10, 2016 @ 8:00 AM, as to Washtenaw County
 - (b) The Amount of Insurance is amended to: \$50,000,000.00
 - (c) The Name of Insured is amended to: No Change
 - (d) Title to the Estate or interest in the land is, at the amended Date of Policy, vested in:
Pinnacle-Novi 12 LLC, a Michigan limited liability company, as to Parcel 1
Pinnacle-Corners LLC, a Michigan limited liability company, successor by merger from West
Canton Properties II, LLC, a Michigan limited liability company, as to Parcel 2
Pinnacle-Glacier LLC, a Michigan limited liability company, as to Parcel 3, 4 and 5
Chelsea Investment Holding B L.L.C., a Michigan limited liability company, as to Parcel 6
Pinnacle-Kirkway LLC, a Michigan limited liability company, as to Parcel 8 and 14
Pinnacle-River's Edge LLC, a Michigan limited liability company, as to Parcel 9
Pinnacle-Bogie Lake, LLC, as to Parcel 11
Pinnacle - Northbrooke LLC, a Michigan limited liability company, as to Parcel 12
Pinnacle-Northridge, LLC, a Michigan limited liability company, as to Parcel 15
Pinnacle-Glengary LLC, as to Parcel 16
Pinnacle-Hamlet LLC, a Michigan limited liability company, as to Parcel 17
 - (e) The description of the insured mortgage and assignments thereof, if any is amended as follows:
See Attached Exhibit A - Insured Mortgages
 - (f) The description of the land referred to in the Policy is amended as follows:
See Attached Exhibit A - Legal Description
2. Schedule B is amended as follows:
 - (a) Schedule B, Part I is amended as follows:

Item(s) No. 50, 61, 62, 63, 64, 65, 66, 67, 68, 69, 130 and 131 are hereby deleted.

Item(s) No. 18, 176 and 177 are here amended to read as follows:

18. Detroit Edison Underground Residential Distribution Easement (Right of Way) in favor of DTE Electric Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 50809, page 795. Amendment to Detroit Edison Underground Residential Distribution Easement (Right of Way) as disclosed by instrument recorded in Liber 52879, page 571, as to Parcel 2.

Authorized Agent:

First American Title Insurance Company

(248)540-4102

176. Terms and Conditions contained in Declaration of Easements, Covenants, Conditions and Restrictions of the Hamlet Community as disclosed by instrument recorded in Liber 41555, page 1. First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions of the Hamlet Community as disclosed by instrument recorded in Liber 44401, page 158. Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions of the Hamlet Community as disclosed by instrument recorded in Liber 51137, page 1101. Third Amendment to Declaration of Easements, Covenants, Conditions and Restrictions of the Hamlet Community as disclosed by instrument recorded in Liber 51505, page 300. Fourth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions of the Hamlet Community as disclosed by instrument recorded in Liber 52552, page 891. Correction Affidavit as disclosed by instrument recorded in Liber 52567, page 818. Fifth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions of the Hamlet Community (Adding Hamlet Pointe) as disclosed by instrument recorded in Liber 52862, page 1077, as to Parcel 17.

177. Terms and Conditions contained in Declaration of Easements, Covenants and Restrictions as disclosed by instrument recorded in Liber 52347, page 862. First Amendment to Declaration of Easements, Covenants and Restrictions as disclosed by instrument recorded in Liber 52862, page 1094, as to Parcel 17.

Item(s) No. 194, 195, 196, 197, 198 and 199 are hereby added to read as follows:

194. Sanitary Sewer System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 49181, page 759, as to Parcel 1.

195. Water System Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 49181, page 770, as to Parcel 1.

196. Terms and Conditions contained in Agreement Regarding Shared Facilities as disclosed by instrument recorded in Liber 52962, page 1015, as to Parcel 9.

197. Private Sponsored Project Easement for Water Main in favor of the Charter Township of Canton and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 52799, page 589, as to Parcel 17.

198. Private Sponsored Project Easement for Sanitary Sewer in favor of the Charter Township of Canton and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 52799, page 597, as to Parcel 17.

199. Terms and Conditions contained in Storm Water Facilities Maintenance Agreement as disclosed by instrument recorded in Liber 53027, page 187, as to Parcel 17.

(b) Schedule B, Part II, is amended as follows:
No Change

This Endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

EXHIBIT A
INSURED MORTGAGES

File No.: 683770M6

Policy No.: 683770

Mortgage in the original amount of \$27,000,000.00 executed by Pinnacle-Novi 12 LLC, a Michigan limited liability company and Diversified Property Group, LLC, a Delaware limited liability company to Flagstar Bank, FSB, a federally chartered savings bank, dated December 23, 2014, recorded January 26, 2015, in Liber 47811, page 283. Mortgage Modification Agreement, dated February 13, 2015, recorded March 12, 2015, in Liber 47957, page 230. Mortgage Modification Agreement, dated May 1, 2015, recorded May 27, 2015, in Liber 48218, page 265. Mortgage Modification Agreement, dated July 1, 2015, recorded July 9, 2015, in Liber 48378, page 488. Mortgage Modification Agreement, dated September 24, 2015, recorded October 13, 2015, in Liber 48694, page 427, Oakland County Records, as to Parcel 1, 8, 11, 14, 15 and 16.

Mortgage in the original amount of \$27,000,000.00 executed by Pinnacle-Corners LLC, a Michigan limited liability company and Diversified Property Group, LLC, a Delaware limited liability company to Flagstar Bank, FSB, a federally chartered savings bank, dated December 23, 2014, recorded February 3, 2015, in Liber 52010, page 1016. Mortgage Modification Agreement, dated February 13, 2015, recorded March 3, 2015, in Liber 52044, page 1023. Mortgage Modification Agreement, dated January 11, 2016, recorded February 4, 2016, in Liber 52741, page 1109, Wayne County Records, as to Parcel 2, 9 and 17.

Mortgage in the original amount of \$27,000,000.00 executed by Pinnacle-Glacier LLC, a Michigan limited liability company and Diversified Property Group, LLC, a Delaware limited liability company to Flagstar Bank, FSB, a federally chartered savings bank, dated December 23, 2014, recorded January 9, 2015, in Liber 23187, page 710. Mortgage Modification Agreement, dated February 13, 2015, recorded March 17, 2015, in Liber 23298, page 132, Macomb County Records, as to Parcel 3, 4 and 5.

Mortgage in the original amount of \$27,000,000.00 executed by Chelsea Investment Holdings B L.L.C., a Michigan limited liability company and Diversified Property Group, LLC, a Delaware limited liability company to Flagstar Bank, FSB, a federally chartered savings bank, dated February 13, 2015, recorded March 9, 2015, in Liber 5082, page 246. Mortgage Modification Agreement, dated February 27, 2015, recorded March 9, 2015, in Liber 5082, page 247, Washtenaw County Records, as to Parcel 12.

**EXHIBIT A
LEGAL DESCRIPTION**

File No.: 683770M6

Policy No.: 683770

The land referred to in this Policy, situated in the County of Oakland, Wayne, Macomb and Washtenaw, State of Michigan, is described as follows:

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

PARCEL 1:

Units 3, 11, 36, 37, 38, 41, 42, 45, 46, 51, 55, 58, 61, 65, 66, 67, 68, 69, 71, 73, 74, 75, 76 and Units 79 through 146, both inclusive, ANDELINA RIDGE, a Condominium according to the Master Deed recorded in Liber 46656, page 381, as amended, First Amendment to Master Deed recorded in Liber 47279, page 681, and Second Amendment to Master Deed recorded in Liber 48207, page 810, and designated as Oakland County Condominium Subdivision Plan No. 2063, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Land situated in the County of Wayne, Township of Canton, State of Michigan, is described as follows:

PARCEL 2:

Units 1, 2, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 20, 21, 22, 28, 42, 43, 45, 47, 48 and Units 51 through 96, both inclusive, of THE CORNERS AT CHERRY HILL, a Condominium according to the Master Deed recorded in Liber 51017, page 264, as amended, First Amendment to Master Deed recorded in Liber 51777, page 76, and designated as Wayne County Condominium Subdivision Plan No. 1014, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Land situated in the County of Macomb, Township of Washington, State of Michigan, is described as follows:

PARCEL 3:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, of GLACIER CLUB CONDOMINIUM PHASE 6, a Condominium according to the Master Deed recorded in Liber 23023, page 355, as amended, and designated as Macomb County Condominium Subdivision Plan No. 1097, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

PARCEL 4:

FUTURE DEVELOPMENT AREA: Phase 6-1B, 6-2 and 6-3:

Part of the Southeast 1/4 and the Southwest 1/4 of Section 28 and part of the Northeast 1/2 of Section 33, Town 4 North, Range 12 East, Township of Washington, Macomb County, Michigan, described as follows: Commencing at the South 1/4 corner of said Section 28, also being the North 1/4 corner of said Section 33; thence North 00 degrees 40 minutes 57 seconds East 67.84 feet (recorded as 67.66 feet) along the North-South 1/4 line of said Section 28; thence North 52 degrees 51 minutes 48 seconds West 63.76 feet; thence North 39 degrees 20 minutes 18 seconds West 470.18 feet; thence North 56 degrees 41 minutes 48 seconds West 539.74 feet; thence North 44 degrees 05 minutes 37 seconds West 132.93 feet; thence North 21 degrees 10 minutes 40 seconds East 41.00 feet; thence North 69 degrees 27 minutes 41 seconds West 79.20 feet; thence North 25 degrees 40 minutes 59 seconds West 83.42 feet (recorded as North 25 degrees 00 minutes 57 seconds West 84.77 feet); thence North 89 degrees 43 minutes 19 seconds West 124.28 feet (recorded as North 89 degrees 04 minutes 14 seconds West 124.24 feet) along the North line of Lot 77 of Glacier Club Four Condominium Plan No. 904, as recorded in Liber 16329, page 809-869, Macomb County Records; thence North 15 degrees 10 minutes 56 seconds East 38.76 feet (recorded as North 15 degrees 55 minutes 15 seconds East 41.41 feet and North 15 degrees 17 minutes 10 seconds East 38.52 feet) along the East line of Glacier Club Drive (private, variable width); thence 12.91 feet (recorded as 35.08 feet) along the arc of a 261.00 foot (recorded as 261.00 foot and 238.98 foot) radius circular curve to the left, chord bearing North 13 degrees 50 minutes 23 seconds East 12.91 feet (recorded as North 11 degrees 35 minutes 46 seconds East 36.04 feet) along the East line of said Glacier Club Drive; thence South 89 degrees 42 minutes 37 seconds East 142.54 feet; thence South 25 degrees 40 minutes 59 seconds East 94.59 feet; thence South 70 degrees 35 minutes 27 seconds East 159.57 feet for a Place of Beginning; thence North 37 degrees 55 minutes 09 seconds East 97.27 feet; thence North 14 degrees 52 minutes 57 seconds East 56.90 feet; thence North 03 degrees 35 minutes 59 seconds West 162.41 feet; thence North 19 degrees 50 minutes 14 seconds East 227.05 feet; thence North 72 degrees 26 minutes 39 seconds East (recorded as North 73 degrees 05 minutes 01 second East) 59.97 feet; thence South 55 degrees 52 minutes 15 seconds East (recorded as South 55 degrees 13 minutes 53 seconds East) 216.38 feet; thence South 50 degrees 27 minutes 49 seconds East (recorded as South 49 degrees 49 minutes 27 seconds East) 287.62 feet; thence South 39 degrees 14 minutes 20 seconds East (recorded as South 38 degrees 35 minutes 58 seconds East) 142.40 feet; thence South 53 degrees 42 minutes 43 seconds East (recorded as South 53 degrees 04 minutes 21 seconds East) 60.00 feet; thence South 66 degrees 36 minutes 57 seconds East 41.39 feet (recorded as South 65 degrees 56 minutes 35 seconds East 29.93 feet) to the North-South 1/4 line of said Section 28; thence continuing South 66 degrees 36 minutes 57 seconds East 81.72 feet (recorded as South 65 degrees 56 minutes 35 seconds East 93.18); thence South 56 degrees 31 minutes 18 seconds East (recorded as South 55 degrees 52 minutes 56 seconds East) 256.64 feet; thence South 65 degrees 42 minutes 04 seconds East 9.39 feet; thence South 89 degrees 21 minutes 46 seconds East 433.69 feet; thence South 69 degrees 06 minutes 53 seconds East 137.32 feet; thence South 85 degrees 26 minutes 56 seconds East 74.33 feet; thence North 47 degrees 27 minutes 55 seconds East 96.58 feet; thence North 30 degrees 55 minutes 41 seconds East 120.00 feet; thence North 21 degrees 36 minutes 30 seconds East 722.68 feet; thence South 66 degrees 48 minutes 35 seconds East 120.00 feet; thence North 49 degrees 25 minutes 08 seconds East 96.75 feet; thence South 75 degrees 45 minutes 30 seconds East 84.04 feet; thence South 02 degrees 25 minutes 53 seconds East (recorded as South 01 degree 47 minutes 31 seconds East) 161.90 feet; thence South 24 degrees 28 minutes 25 seconds West (recorded as South 25 degrees 05 minutes 47 seconds West) 384.35 feet; thence South 30 degrees 17 minutes 19 seconds West (recorded as South 30 degrees 55 minutes 41 seconds West) 1064.64 feet; thence North 52 degrees 24 minutes 55 seconds West (recorded as North 51 degrees 46 minutes 33 seconds West) 145.96 feet; thence South 37 degrees 35 minutes 09 seconds West (recorded as South 38 degrees 13 minutes 31 seconds West) 127.66 feet; thence South 59 degrees 37 minutes 35 seconds West (recorded as South 60 degrees 15 minutes 57 seconds West) 130.36 feet; thence North 53 degrees 22 minutes 26 seconds West (recorded as North 52 degrees 44 minutes 04 seconds West) 124.03 feet; thence South 46 degrees 29 minutes 05 seconds West (recorded as South 47 degrees 07 minutes 27 seconds West) 107.29 feet; thence North 53 degrees 09 minutes 47 seconds West 275.71 feet; thence North 39 degrees 59 minutes 23 seconds West 539.25 feet; thence North 42 degrees 38 minutes 47 seconds West 91.26 feet; thence North 55 degrees 34 minutes 38 seconds West 155.38 feet; thence North 60 degrees 09 minutes 05 seconds West 303.27 feet; thence South 29 degrees 50 minutes 55 seconds West 86.05 feet; thence 37.71 feet along the arc of a 25.00 foot radius circular curve to the right with a chord bearing South 73 degrees 03 minutes 31 seconds West 34.23 feet; thence 66.65 feet along the arc of a 513.50 foot radius circular curve to the left with a chord bearing North 67 degrees 27 minutes 00 seconds West 66.60 feet; thence North 71 degrees 10 minutes 06 seconds West 50.56 feet; thence North 21 degrees 02 minutes 43 seconds East 11.63 feet to the Place of Beginning.

PARCEL 5:

Unit 1, 2, 3, 32, 36, 39, 41, 44, 45, 48 and 49, GLACIER CLUB CONDOMINIUM PHASE 7, a Condominium according to the Master Deed recorded in Liber 22593, Page 399, as amended, First Amendment to Master Deed recorded in Liber 22961, page 912 and designated as Macomb County Condominium Subdivision Plan No. 1087, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Land situated in the County of Oakland, Township of Lyon, State of Michigan, is described as follows:

PARCEL 8:

Units 88, 116, 120, 154, 155, and 160, of KIRKWAY ESTATES, a Condominium according to the Master Deed recorded in Liber 35506, Page 510 through 603, as amended, First Amendment to Master Deed recorded in Liber 47274, page 609 and designated as Oakland County Condominium Subdivision Plan No. 1741, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Land situated in the County of Wayne, Township of Canton, State of Michigan, is described as follows:

PARCEL 9:

Units 58 and 59, THE RESERVE AT RIVER'S EDGE, a Condominium according to the Master Deed recorded in Liber 50004, Page 147, as amended, First Amendment to Master Deed recorded in Liber 51102, page 591 and designated as Wayne County Condominium Subdivision Plan No. 1002, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Land situated in the County of Oakland, Township of Commerce, State of Michigan, is described as follows:

PARCEL 11:

Units 131, 243 and 261, THE HILLS OF BOGIE LAKE, a Condominium according to the Master Deed recorded in Liber 28465, page 404, First Amendment to the Master Deed recorded in Liber 31335, page 8, Second Amendment to the Master Deed recorded in Liber 32262, page 589, Third Amendment to the Master Deed recorded in Liber 32662, page 108, Fourth Amendment to the Master Deed recorded in Liber 34587, page 774, Fifth Amendment to the Master Deed recorded in Liber 36321, page 601, Sixth Amendment to the Master Deed recorded in Liber 37316, page 180, Seventh Amendment to the Master Deed recorded in Liber 41756, page 539, and Eighth Amendment to the Master Deed recorded in Liber 47553, page 31, as amended, and designated as Oakland County Condominium Subdivision Plan No. 1521, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Land situated in the County of Washtenaw, Township of Ann Arbor, State of Michigan is described as follows:

PARCEL 12:

Units 1, 4, 6, 7, 9, 12, 13, 16, 17, 20, 21, 23, 24, 30, 31, 33, and 35, of NORTHBROOKE SOUTH CONDOMINIUM, a Condominium according to the Master Deed recorded in Liber 5038, Page 986, as amended, First Amendment to Master Deed of Northbrooke South recorded in Liber 5124, page 40 and designated as Washtenaw County Condominium Subdivision Plan No. 613, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Land situated in the County of Oakland, Township of Bloomfield, State of Michigan, is described as follows:

PARCEL 14:

Lot 30 of WOOD LAKE HILLS, according to the plat thereof as recorded in Liber 94 of Plats, pages 23 and 24, Oakland County Records.

Land situated in the County of Oakland, Township of Independence, State of Michigan, is described as follows:

PARCEL 15:

Units 1 through 54, inclusive, VILLAS AT NORTHRIDGE, a Condominium according to the Master Deed recorded in Liber 48507, page 630, as amended and designated as Oakland County Condominium Subdivision Plan No. 2122, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Land situated in the County of Oakland, Township of Commerce, State of Michigan is described as follows:

PARCEL 16:

Units 1 through 78, inclusive, GLENGARY HILLS, a Condominium according to the Master Deed recorded in Liber 48534, page 163, as amended, First Amendment to Master Deed recorded in Liber 48742, page 809 and designated as Oakland County Condominium Subdivision Plan No. 2123, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Land situated in the County of Wayne, Township of Canton, State of Michigan is described as follows:

PARCEL 17:

Units 1 through 56, inclusive, MANORS AT THE HAMLET, a Condominium according to the Master Deed recorded in Liber 52505, page 308, as amended and designated as Wayne County Condominium Subdivision Plan No. 1038, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended, EXCLUDING therefrom the general common elements constituting Convertible Area/Future Development Area, as identified on the Master Deed.

 **SPALDING DEDECKER**
Engineering & Surveying Excellence since 1954

July 8, 2016

Brad Botham
Pinnacle Homes
1668 S. Telegraph, Ste. 200
Bloomfield Hills, Michigan 48301

Re: Andelina Ridge Phase 1 - Street Acceptance Documents Review
Novi # JSP13-0012
SDA Job No. NV13-214
REVISIONS REQUIRED

Dear Mr. Botham:

We have reviewed the Street Acceptance Document Package received by our office on July 5, 2016 against the Final Site Plan (Stamping Set) approved on August 15, 2013. We offer the following comments:

Street Acceptance Documents:

All documents must be completed using black ink as the County will reject them otherwise.

1. Sidewalk Easement – (unexecuted: exhibit dated 06-08-16) – Exhibits Approved.
2. **Warranty Deed for Right-of-Way** – (unexecuted) – REVISIONS REQUIRED. The legal description closes, however a sketch must be provided for review.
3. **Warranty Deed for Roads** – (unexecuted) – REVISIONS REQUIRED. The legal description closes, however a sketch must be provided for review.
4. Bills of Sale: Sanitary Sewer System and Water Supply System – SUPPLIED – Approved.
5. Full Unconditional Waivers of Lien from contractors installing streets – SUPPLIED – Approved.
6. Sworn Statement from contractors installing streets - SUPPLIED – Approved.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER


Brittany Allen, EIT
Engineer



SPALDING DEDECKER

Engineering & Surveying Excellence since 1954

Cc (via Email): Brian Coburn, Engineering Senior Manager
Cortney Hanson, City Clerk
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Sarah Marchioni, Building Department
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Theresa Bridges, City Construction Engineer
Cheryl McNamara, Treasurer's Office
Patrick Keast, Seiber-Keast Engineering, LLC

July 18, 2016

Brad Botham
Pinnacle Homes
1668 S. Telegraph, Ste. 200
Bloomfield Hills, Michigan 48301

Re: Andelina Ridge Phase 1 - Street Acceptance Documents Review
Novi # JSP13-0012
SDA Job No. NV13-214
REVISIONS REQUIRED

Dear Mr. Botham:

We have reviewed the Street Acceptance Document Package received by our office on July 8, 2016 against the Final Site Plan (Stamping Set) approved on August 15, 2013. We offer the following comments:

Street Acceptance Documents:

All documents must be completed using black ink as the County will reject them otherwise.

1. Sidewalk Easement – (unexecuted: exhibit dated 06-08-16) – Exhibits Approved.
2. Warranty Deed for Right-of-Way – (unexecuted: exhibit dated 04-03-14) – Exhibits Approved.
3. **Warranty Deed for Roads** – (unexecuted: exhibit dated 06-25-13) – **REVISIONS REQUIRED**. There is a bearing/direction of S00°15'03E, 43.00' in the sketch that does not match the legal description value of N00°15'03W, 43.00'. There is also a bearing/direction of S89°31'51"E, 231.12' in the sketch that does not match the legal description value of N89°31'51"W, 231.12'. The legal description and the sketch must match each other.
4. Bills of Sale: Sanitary Sewer System and Water Supply System – SUPPLIED – Approved.
5. Full Unconditional Waivers of Lien from contractors installing streets – SUPPLIED – Approved.
6. Sworn Statement from contractors installing streets - SUPPLIED – Approved.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

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If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Brittany Allen, EIT
Engineer

Cc (via Email): Brian Coburn, Engineering Senior Manager
Cortney Hanson, City Clerk
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Sarah Marchioni, Building Department
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Theresa Bridges, City Construction Engineer
Cheryl McNamara, Treasurer's Office
Patrick Keast, Seiber-Keast Engineering, LLC



AFFIDAVIT towards ACCEPTANCE OF STREETS

RECEIVED

SEP 11 2013

CITY OF NOVI
COMMUNITY DEVELOPMENT

Project Name: ANDROWNA RIDGE
Phase: 1 Location: 12 miles / MAPLE
Developer: Pinnacle Homes
Address: 20300 ERICHOVA LAKE RD.
Contact: JOHN DEPORRE

Being first duly sworn, states as follows:

1. That he/she desires that the City of Novi formally accept the public streets and associated right-of-way that have been constructed by the Developer within the boundaries of the project for the purpose of maintaining them by the City of Novi for the benefit of the public.
2. That the Affiant has examined the City of Novi Utility and Street Acceptance Policy for Subdivisions and site condominiums together with the guidelines towards a final City walk-through for subdivisions site condominiums and any other applicable residential and/or commercial/industrial sites.
3. That said development complies with all requirements and procedures included in paragraph 2 above and specifically but not exclusively the following:
 - All covers of sanitary manholes, water gate valves and wells, storm manholes and catch basins, located within the proposed right-of-way, are appropriate, totally exposed and accessible for opening towards their maintenance, and free of any burdens.
 - All Hydrants have the minimum height required per the City's Design and Construction Standards and that all their valve boxes are still totally exposed and accessible for opening towards their use, and free of any burdens from the previous utility walk-through and acceptance.
 - All Inspection Punch List items to date are totally completed. As of the date of Affiant's signature, any additional or future punch list items that may arise will be addressed by way of individual "site restoration" or "temporary certificate of occupancy" bonds, letters of credit or cash, plus any administration fees.
 - All rights-of way and easements that were disturbed due to the construction or reconstruction of the utilities or landscaping e.g., filled, compacted, graded, et cetera, must be fully stabilized with vegetation.
 - All proposed public streets and associated rights-of-way have been completed per the City's Design and Construction Standards.

Further, Affiant sayeth not.

Signature: _____

John DePorre

Subscribed and sworn to before me this 29 day of August, 2013

CATHY KATZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 27 2018
ING IN COUNTY OF Oakland

Notary Public in and for the County of Oakland, Michigan
My Commission expires: May 27, 2018

Cathy Katz

Having inspected and verified the above, I concur with the Developer's statement.

Inspector's Name: TEO MEADOWS Signature: TEO Meadows Date: 10/11/13