



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item D
April 21, 2008

SUBJECT: Acceptance of rights-of-entry for construction of water main improvements along Pontiac Trail between West Park Drive and Beck Road (parts of Parcel Nos. 22-03-101-010, 22-04-100-034, 22-04-200-013, and 22-04-100-010).

SUBMITTING DEPARTMENT: Engineering *RH*

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The City is in the process of acquiring easements to install a water main along Pontiac Trail between Beck Road and West Park Drive. Engineering plans have been prepared. An aerial photograph showing the proposed route of the improvements is attached. The purpose of the project is to fill gaps in the water system on the south side of Pontiac Trail and to loop the system back to the Beck North development. The project was recommended in the 2004 Water Distribution Study and Master Plan, and is important because it provides improved water pressure and also makes Novi public water available to parcels that are currently purchasing water through other communities or have private wells.

The project was designed by Fishbeck, Thompson, Carr & Huber, in accordance with a contract authorized by City Council on February 21, 2006. Since completion of the preliminary design in October 2006, the City has been working with the property owners along the water main route to obtain easements. One easement was obtained from Lasalle Bank and approved by City Council in March 2007. The City has made good faith offers to three separate property owners controlling several different properties. However, the City has filed only one lawsuit based on the good faith offers so far (for the Waterview Apartments). The City remains in negotiation with the other property owners, which include the Novi Square retail shops and two apartment complexes owned by Edward Rose entities (Portsmouth and Springs). While these discussions are ongoing, the City wants to submit the engineering plans to the MDEQ for approval, and thus rights-of-entry have been acquired from each of the Rose entities and from Novi Square (Kayne Properties, LLC). See Item E on Consent Agenda.

While these discussions are ongoing, the City wants to submit the engineering plans to the MDEQ for approval, and thus rights-of-entry have been acquired. A right-of-entry represents permission on the part of the property owner for the City to enter onto the property and construct the improvements as proposed. Under the rights-of-entry, if a voluntary resolution is not reached, the City will go ahead with the condemnation process, including the filing of a lawsuit and the payment of estimated just compensation. These particular rights-of-entry indicate that the City will continue to discuss compensation for the easements being acquired, and will not file suit any sooner than 60 days from the date of the right-of-entry, unless the property owner requests that it be filed sooner.

RECOMMENDED ACTION: Accept the rights-of-entry for construction of water main improvements along Pontiac Trail between West Park Drive and Beck Road (parts of Parcel Nos. 22-03-101-010, 22-04-100-034, 22-04-200-013, and 22-04-100-010).

| | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Mayor Landry | | | | |
| Mayor Pro Tem Capello | | | | |
| Council Member Gatt | | | | |
| Council Member Margolis | | | | |

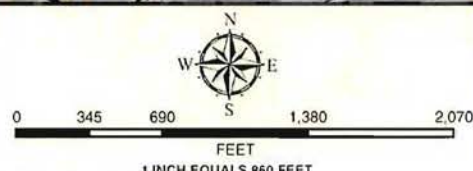
| | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Council Member Mutch | | | | |
| Council Member Crawford | | | | |
| Council Member Staudt | | | | |

Properties Along Pontiac Trail Water Main Route

Map Publication Date: October 29, 2007



CITY OF NOVI
 GEOGRAPHIC INFORMATION SYSTEMS OFFICE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 NOVI CITY HALL/CIVIC CENTER
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-3279
 WWW.CITYOFNOVI.ORG
 Map Author: Brian Coburn



MAP INTERPRETATION DISCLAIMER
 This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information, and data located in various city, county, state, and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City of Novi makes no warranty, express or implied, that the Geographic Information Systems (GIS) Data used to prepare this map are error free, and the City of Novi does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. Official records should be used as a primary information source for verification of the information provided on these pages.

Project Overview

Pontiac Trail Water Main Extension



CITY OF NOVI
 ENGINEERING DIVISION
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-0454
 MAP AUTHOR: Brian Coburn, P.E.



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.

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RIGHT OF ENTRY FOR UTILITY CONSTRUCTION

The undersigned grants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, its agents, successors, and contractors, and to any public utility company, the right to enter upon the lands described in Exhibit "A" for the purpose of relocation and/or construction of water main and related facilities.

Grantor and Grantee understand and agree that the granting of this right of entry shall have no effect upon the compensation to be paid for the property or property rights required for construction of the above-described improvements. Grantor and Grantee further understand and agree that the Grantee intends to negotiate in good faith with Grantor to acquire the easement over the property by purchase, on the basis of an appraisal of the value of the property or property rights.

It is further stipulated and agreed that this right of entry is granted under the express condition and agreement that an action to condemn will only be initiated upon the request of the Grantor, or after the Grantee has determined that there is no likelihood of agreement on the compensation to be paid. Such action will not be filed sooner than 60 days from the date hereof, provided that upon a request by the Grantor, the Grantee will file such an action within forty-five (45) days of said request.

Grantee shall promptly restore to the original condition or better all areas disturbed

by Grantee's use of the Right of Entry. All excavated areas shall be filled by Grantee. In the lawn area the fill shall be compacted to 90% of maximum dry density. Densities to be determined by A.S.T.M. D-1557 or A.A.S.H.T.O. T-180 procedure (modified proctor). Grantee shall sod all lawn areas disturbed with Kentucky Blue Grass blend, Class "A" #1 top quality sod with a dark green color and dense texture.

Grantee shall remove from the property all trees and brush that are cut down or uprooted by Grantee and any surplus materials from the waterline excavation.

Grantee shall replace any trees removed or damaged in the lawn areas with trees of the same type and size to the extent reasonably practicable; provided, however, that for any trees greater than 8" dbh, the replacement shall be in accordance with requirements under the City's woodlands ordinance.

The City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, suits, costs or other expenses which the Grantor may suffer, sustain or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein and will pay actual attorney fees and costs incurred by Grantor.

This right of entry shall remain in effect until the described easement rights have been conveyed to the City of Novi by separate agreement or by eminent domain proceeding.

The effective date of this right of entry is March ____, 2008.

WITNESSES:

GRANTOR: Occidental Development,
LLC, a Michigan Limited Liability
Company, formerly Occidental

Development Ltd.

Paul Mott
Paul Mott

Darren Rose
By: Darren Rose
Its: Manager

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of March, 2008, on behalf of Occidental Development, LLC, a Michigan Limited liability Company, by _____, as its _____

DAWN E. SCHULTZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES JUN 26, 2010
NOTARY PUBLIC

Dawn E. Schultz
Notary Public
OAKLAND County, Michigan
My Commission Expires: June 26, 2010

WITNESSES:

GRANTEE: City of Novi, a Michigan
Municipal Corporation

By: David B. Landry
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of March, 2008, on behalf of the City of Novi, a Michigan Municipal Corporation, by David B. Landry and Maryanne Cornelius, as its Mayor and Clerk respectively.

Notary Public

_____ County, Michigan
My Commission Expires: _____

Drafted by and when
recorded return to:
Thomas R. Schultz
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

Part of 50-22-04-100-010

1049969

EXHIBIT A

EASEMENT


PARCEL NO.: 50-22-04-100-010
PROPERTY OWNER: OCCIDENTAL DEVELOPMENT LTD
 30057 ORCHARD LAKE ROAD
 SUITE 200
 FARMINGTON, MI 48333

PROPERTY DESCRIPTION:

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 33 MINUTES 26 SECONDS EAST 360.45 FEET AND SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 590.80 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 350.00 FEET; THENCE SOUTH 954.64 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 28 SECONDS WEST 348.98 FEET; THENCE NORTH 956.49 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
PONTIAC TRAIL WATERMAIN

B/22/07

| | | | | | | | | | | | |
|---|---|---|--|---|--|--|--|---|-------------------------|------------|--------|
|  | engineers scientists architects constructors | City of Novi Oakland County, Michigan <hr/> Easement Parcel No. 50-22-04-100-010 | <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> | | | | | <table border="1" style="width: 100%; height: 40px;"> <tr> <td style="font-size: 8px;">PROJECT NO. G0820100</td> </tr> <tr> <td style="font-size: 8px;">FIGURE NO.</td> </tr> <tr> <td style="font-size: 24px; font-weight: bold;">1 of 1</td> </tr> </table> | PROJECT NO. G0820100 | FIGURE NO. | 1 of 1 |
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| PROJECT NO. G0820100 | | | | | | | | | | | |
| FIGURE NO. | | | | | | | | | | | |
| 1 of 1 | | | | | | | | | | | |
| <small>Copyright 2007 All Rights Reserved</small> | | <small>This copy is restricted to the project. Any other use without the express written consent of the City of Novi is prohibited.</small> | | <small>Architect, Engineer, City & Survey, Inc.</small> | | | | | | | |

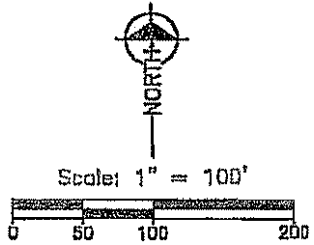
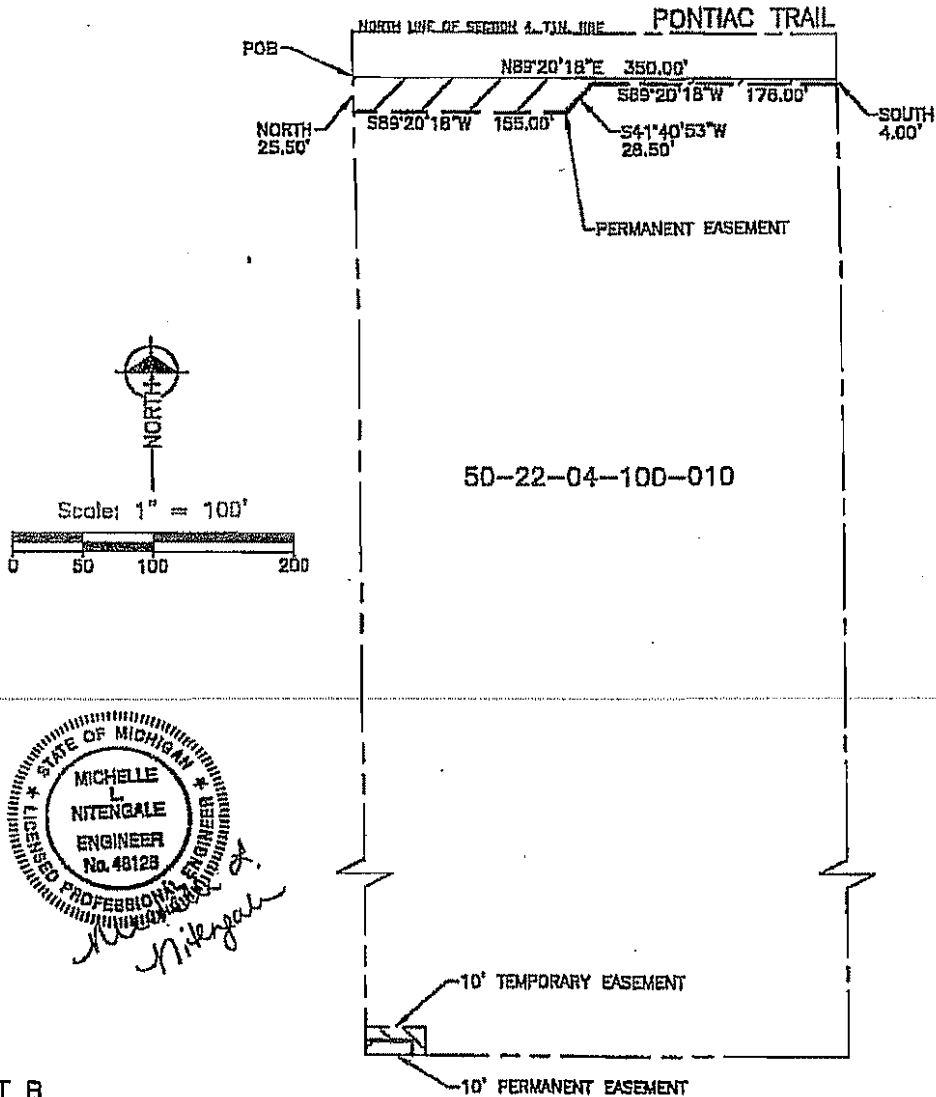
EASEMENT

PERMANENT EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR WATERMAIN DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°33'26" EAST 360.45 FEET; THENCE NORTH 89°20'18" EAST 580.80 FEET; THENCE SOUTH 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°20'18" EAST 350.00 FEET; THENCE SOUTH 4.00 FEET; THENCE SOUTH 89°20'18" WEST 176.00 FEET; THENCE SOUTH 41°40'53" WEST 28.50 FEET; THENCE SOUTH 89°20'18" WEST 155.00 FEET; THENCE NORTH 25.50 FEET TO THE POINT OF BEGINNING. ALSO, THE SOUTH 10 FEET OF THE WEST 34 FEET OF SUBJECT PARCEL.

SAID PERMANENT EASEMENT CONTAINS 0.12 ACRES, MORE OR LESS.



**EXHIBIT B
PONTIAC TRAIL WATERMAIN**

8/22/07

| | | | |
|--|---|---|-----------------------------|
| | engineers scientists architects constructors | City of Novi Oakland County, Michigan | PROJECT NO. G08201CD |
| | | Easement Parcel No. 50-22-04-100-010 | FIGURE NO. 1 of 1 |

RIGHT OF ENTRY FOR UTILITY CONSTRUCTION

The undersigned grants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, its agents, successors, and contractors, and to any public utility company, the right to enter upon the lands described in Exhibit "A" for the purpose of relocation and/or construction of water main and related facilities.

Grantor and Grantee understand and agree that the granting of this right of entry shall have no effect upon the compensation to be paid for the property or property rights required for construction of the above-described improvements. Grantor and Grantee further understand and agree that the Grantee intends to negotiate in good faith with Grantor to acquire the easement over the property by purchase, on the basis of an appraisal of the value of the property or property rights.

It is further stipulated and agreed that this right of entry is granted under the express condition and agreement that an action to condemn will only be initiated upon the request of the Grantor, or after the Grantee has determined that there is no likelihood of agreement on the compensation to be paid. Such action will not be filed sooner than 60 days from the date hereof, provided that upon a request by the Grantor, the Grantee will file such an action within forty-five (45) days of said request.

Grantee shall promptly restore to the original condition or better all areas disturbed

by Grantee's use of the Right of Entry. All excavated areas shall be filled by Grantee. In the lawn area the fill shall be compacted to 90% of maximum dry density. Densities to be determined by A.S.T.M. D-1557 or A.A.S.H.T.O. T-180 procedure (modified proctor). Grantee shall sod all lawn areas disturbed with Kentucky Blue Grass blend, Class "A" #1 top quality sod with a dark green color and dense texture.

Grantee shall remove from the property all trees and brush that are cut down or uprooted by Grantee and any surplus materials from the waterline excavation.

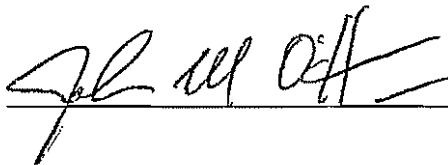
Grantee shall replace any trees removed or damaged in the lawn areas with trees of the same type and size to the extent reasonably practicable; provided, however, that for any trees greater than 8" dbh, the replacement shall be in accordance with requirements under the City's woodlands ordinance.

The City of Novi shall indemnify and save harmless, the Grantor, from and against any and all detriments, damages, losses, claims, suits, costs or other expenses which the Grantor may suffer, sustain or be subject to caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein and will pay actual attorney fees and costs incurred by Grantor.

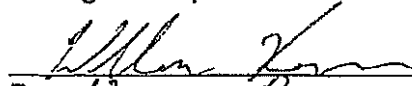
This right of entry shall remain in effect until the described easement rights have been conveyed to the City of Novi by separate agreement or by eminent domain proceeding.

The effective date of this right of entry is March ____, 2008.

WITNESSES:



GRANTOR: Edward Rose Realty, Inc., a Michigan Corporation


By: Warren Rose

Paul M. [Signature]
STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

Its: Vice President

The foregoing instrument was acknowledged before me this ___ day of March, 2008, on behalf of Edward Rose Realty, Inc., a Michigan Limited liability Company, by _____, as its _____.

DARRE. SPRETZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES: July 23, 2010
OFFICE IN COUNTY OF _____

Dawn E. Schultz
Notary Public
OAKLAND County, Michigan
My Commission Expires: June 26, 2010

WITNESSES:

GRANTEE: City of Novi, a Michigan Municipal Corporation

By: David B. Landry
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of March, 2008, on behalf of the City of Novi, a Michigan Municipal Corporation, by David B. Landry and Maryanne Cornelius, as its Mayor and Clerk respectively.

Notary Public
_____ County, Michigan
My Commission Expires: _____

Drafted by and when
recorded return to:
Thomas R. Schultz
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

Part of 50-22-04-200-013

1049973

EXHIBIT A

EASEMENT

PARCEL NO.: 50-22-04-200-013


PROPERTY OWNER: EDWARD ROSE REALTY INC.
30057 ORCHARD LAKE ROAD SUITE 200
FARMINGTON, MI 48333-9154

PROPERTY DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 00 DEGREES 35 MINUTES 51 SECONDS EAST 60.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4; THENCE CONTINUING SOUTH 00 DEGREES 35 MINUTES 51 SECONDS EAST 1816.58 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 09 SECONDS WEST 783.84 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 51 SECONDS WEST 415.00 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 09 SECONDS WEST 20.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 51 SECONDS WEST 604.00 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 09 SECONDS EAST 31.02 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 51 SECONDS WEST 33.88 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 09 SECONDS EAST 357.00 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 51 SECONDS WEST 765.30 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 417.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A
PONTIAC TRAIL WATERMAIN**

10/3/06

| | | | |
|---|---|--|--|
|  | engineers scientists architects constructors | City of Novi Oakland County, Michigan Easement Parcel No. 50-22-04-200-013 | PROJECT NO. G06201CD FIGURE NO. 1 of 1 |
| | Copyright 2004. All Rights Reserved. | | HATCH, FARMINGTON, MI & HATCH, INC. |

EASEMENT

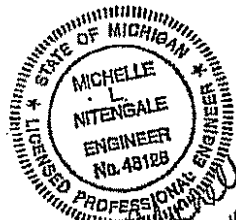
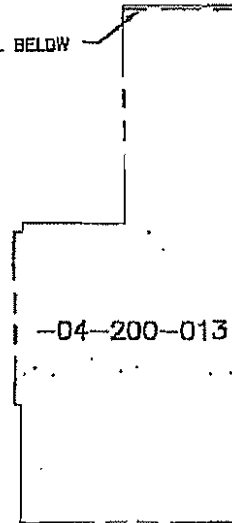
PERMANENT EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR WATERMAIN DESCRIBED AS:

THE NORTH 12 FEET OF THE EAST 417 FEET OF SUBJECT PARCEL, PARALLEL WITH THE NORTH SECTION LINE OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

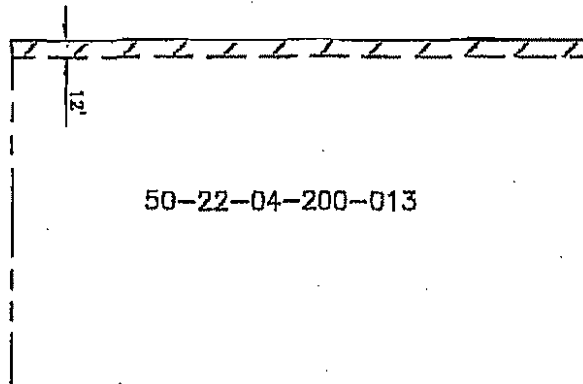
SAID PERMANENT EASEMENT CONTAINS 0.11 ACRES, MORE OR LESS.

12' PERMANENT EASEMENT -- SEE DETAIL BELOW

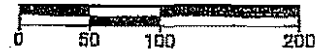


Michelle Nitensale
M. Nitensale

NORTH LINE OF SECTION 4, T1N, R8E PONTIAC TRAIL
 (60' RIGHT-OF-WAY)

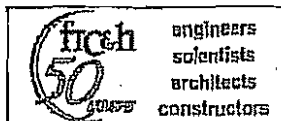


Scale: 1" = 100'



**EXHIBIT B
 PONTIAC TRAIL WATERMAIN**

10/3/06



City of Novi
 Oakland County, Michigan
 Easement
 Parcel No. 50-22-04-200-013

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| |

PROJECT NO.
 605201CJ
 FIGURE NO.

1 of 1

RIGHT OF ENTRY FOR UTILITY CONSTRUCTION

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The effective date of this right of entry is March ____, 2008.

WITNESSES:

GRANTOR: Occidental Development,
LLC, a Michigan Limited Liability
Company, formerly Occidental
Development Ltd.

Paul M. Off
Paul M. Off

Warren Rosen
By: Warren Rosen
Its: Manager

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of March, 2008, on behalf of Occidental Development, LLC, a Michigan Limited liability Company, by _____, as its _____.

DARRYL E. SCHULTZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES JUN 26, 2010
NOTARY IN COUNTY OF

Darryl E. Schultz
Notary Public
OAKLAND County, Michigan
My Commission Expires: June 26, 2010

WITNESSES:

GRANTEE: City of Novi, a Michigan
Municipal Corporation

By: David B. Landry
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of March, 2008, on behalf of the City of Novi, a Michigan Municipal Corporation, by David B. Landry and Maryanne Cornelius, as its Mayor and Clerk respectively.

Notary Public
_____ County, Michigan
My Commission Expires: _____

Drafted by and when
recorded return to:
Thomas R. Schultz
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

Part of 50-22-04-100-034

1049986

EXHIBIT A

EASEMENT

PARCEL NO.: 50-22-04-100-034


PROPERTY OWNER: OCCIDENTAL DEVELOPMENT LTD
 30057 ORCHARD LAKE ROAD
 SUITE 200
 FARMINGTON, MI 48333

PROPERTY DESCRIPTION:

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 6 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 33 MINUTES 26 SECONDS EAST 380.45 FEET AND SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 940.80 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 583.75 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 58 SECONDS WEST 1886.39 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 28 SECONDS WEST 1863.29 FEET; THENCE NORTH 30.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 28 SECONDS EAST 948.21 FEET; THENCE NORTH 895.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 28 SECONDS EAST 352.89 FEET; THENCE NORTH 954.84 FEET TO THE POINT OF BEGINNING, ALSO PART OF THE NORTH 1/2 OF SECTION 4 DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 1888.12 FEET FROM THE NORTHWEST SECTION CORNER; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 1353.86 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 1287 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 1353.66 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS WEST 1287 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A
 PONTIAC TRAIL WATERMAIN**

B/22/07

| | | | | |
|---|--|--|---|---------------|
|  | engineers scientists architects constructors | City of Novi Oakland County, Michigan Easement Parcel No. 50-22-04-100-034 | PRELIMINARY 6/26/2010 FIGURE NO. | 1 of 1 |
| | Copyright 2007 All Rights Reserved. (100% copy is returned to the client upon project completion) Easement and property quality may vary due to inaccurate or poor quality data. | | CONTACT: ENGINEERS, ARCHITECTS & CONSTRUCTORS, INC. | |

EASEMENT

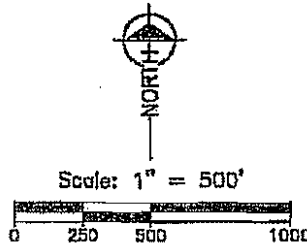
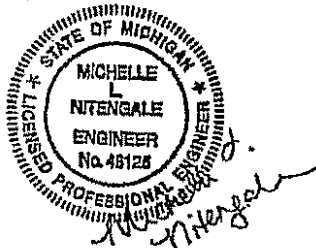
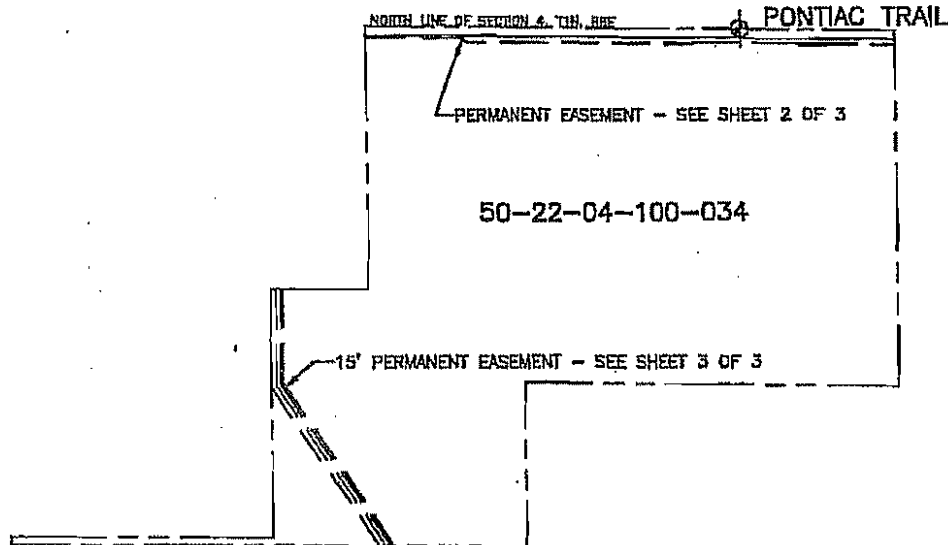
PERMANENT EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR WATERMAIN DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 88°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 840.80 FEET; THENCE SOUTH 01°09'42" EAST 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°30'00" EAST 1921.05 FEET; THENCE SOUTH 01°09'34" EAST 22.00 FEET; THENCE SOUTH 88°30'00" WEST 337.00 FEET; THENCE NORTH 45°30'51" WEST 9.90 FEET; THENCE SOUTH 89°30'00" WEST 372.50 FEET; THENCE SOUTH 44°29'09" WEST 9.90 FEET; THENCE SOUTH 88°30'00" WEST 827.20 FEET; THENCE NORTH 45°30'51" WEST 25.46 FEET; THENCE SOUTH 88°30'00" WEST 352.55 FEET; THENCE NORTH 01°09'42" WEST 4.00 FEET TO THE POINT OF BEGINNING.

ALSO, A 15 FOOT WIDE EASEMENT, 7.5 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 88°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 840.80 FEET; THENCE NORTH 89°30'00" EAST 1710.79 FEET; THENCE NORTH 89°30'00" EAST 210.26 FEET; THENCE SOUTH 01°09'34" EAST 1308.73 FEET; THENCE NORTH 88°55'43" WEST 1358.75 FEET; THENCE SOUTH 01°05'33" EAST 591.84 FEET; THENCE SOUTH 88°11'58" WEST 500.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°23'08" WEST 705.62 FEET; THENCE NORTH 01°09'42" WEST 346.33 FEET TO THE POINT OF ENDING, SAID 15 FEET WIDE EASEMENT IS ADJACENT TO AND EASTERLY OF SANITARY EASEMENT IN LIBER 18142, PAGE 366, OAKLAND COUNTY RECORDS.

SAID PERMANENT EASEMENT CONTAINS 1.12 ACRES, MORE OR LESS.



**EXHIBIT B
PONTIAC TRAIL WATERMAIN**

B/22/07

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|--------------|---|--|---|---------------|
| fic+h | engineers scientists architects constructors | City of Novi Oakland County, Michigan Easement Parcel No. 50-22-04-100-034 | PROJECT NO. 608261CD PLAT NO. | 1 of 3 |
| | Have only be returned to the City of Novi, Michigan, if the City of Novi is to be used for any other purpose. | | Michigan, Incorporated, 2007 A, Detroit, MI | |

EASEMENT

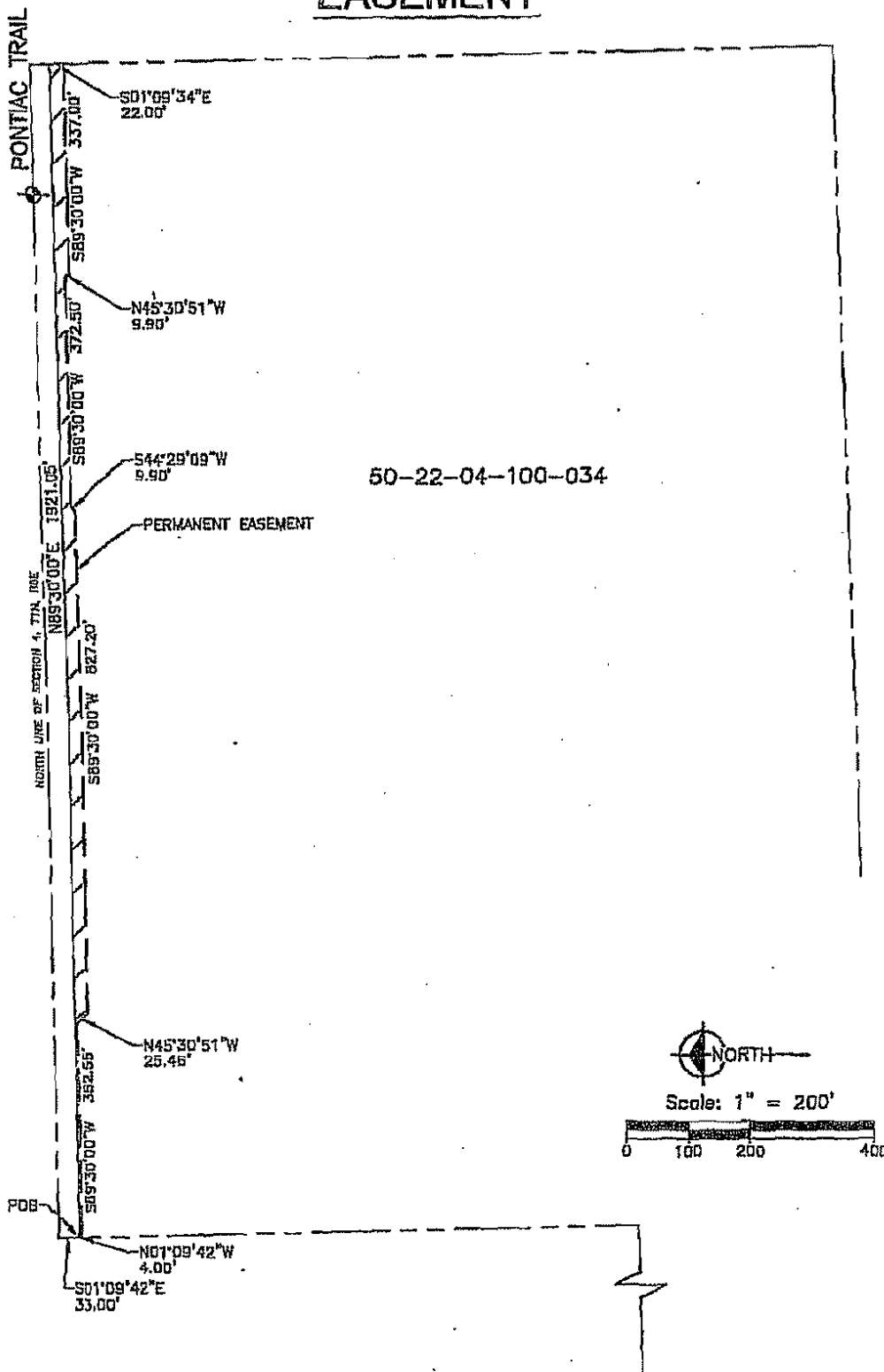


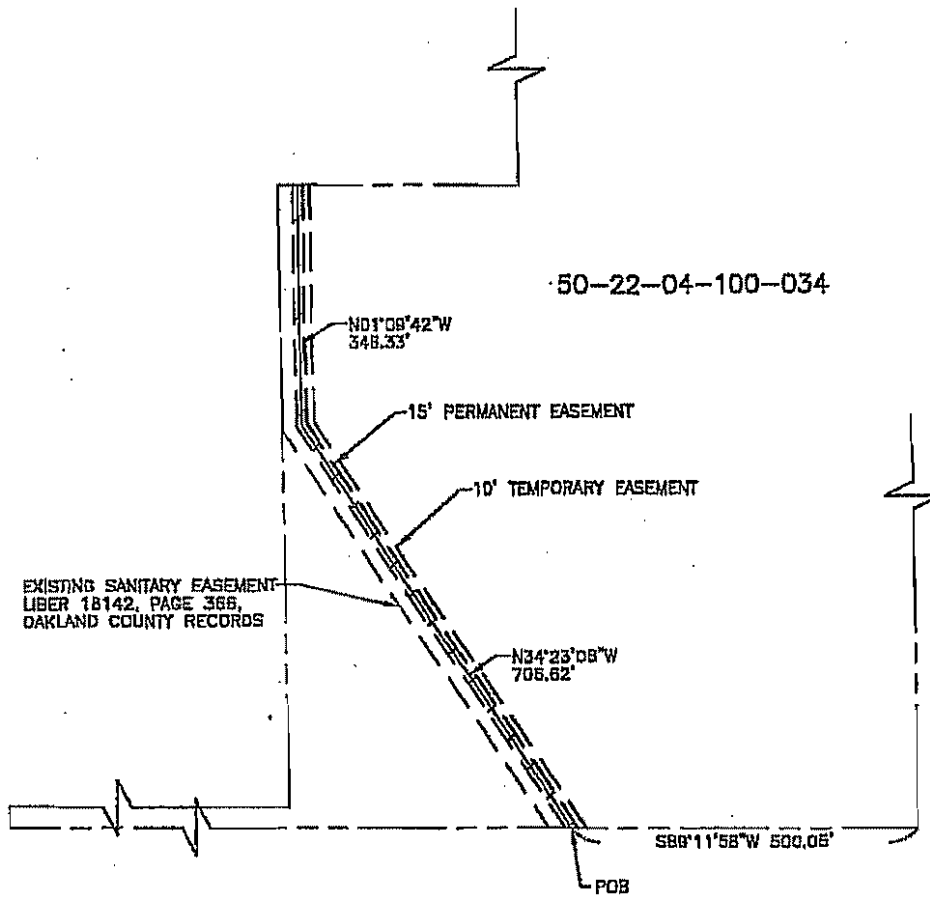
EXHIBIT B
PONTIAC TRAIL WATERMAIN

8/22/07

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|--|--|--|--|
| | engineers scientists architects constructors | City of Novi Oakland County, Michigan Easement Parcel No. 50-22-04-100-034 | PROJECT NO. 608201C3 FIGURE NO. 2 of 3 |
| | (This copy is intended to be filed with the public. Actual project and original quality may not be contained by any other file.) | | |

CONSULT THE PLAN FOR ALL RIGHTS RESERVED. (This copy is intended to be filed with the public. Actual project and original quality may not be contained by any other file.)

EASEMENT



Scale: 1" = 200'



EXHIBIT B
PONTIAC TRAIL WATERMAIN

8/22/07

| | | | | |
|--|---|---|--|-----------------------------|
| | engineers scientists architects constructors | City of Novi Oakland County, Michigan | | PROJECT NO. G08201CD |
| | | Easement Parcel No. 50-22-04-100-034 | | FIGURE NO. 3 of 3 |