CITY OF OVI Cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item O March 23, 2009

SUBJECT: Approval of Agreements and Closing Documents for 2005 Michigan Natural Resources Trust Fund (MNRTF) Grant, TF 05-165, for approximately 54 acres of land along Meadowbrook Road near Nine Mile Road (Village Wood Lake/Orchard Hills West).

SUBMITTING DEPARTMENT:

CITY MANAGER APPROVAL

BACKGROUND INFORMATION:

The City applied for a grant from the MNRTF in 2005 to acquire park property from William Roskelly and Mirage Development. In its final iteration, the proposal was to acquire the Roskelly piece for a purchase price (\$848,500) somewhat less than the anticipated market value (approximated at \$1,000,000), with the balance of the value to be a donation by Roskelly to the City. The Mirage property had an estimated value of \$108,000, which was to be donated to the City in its entirety. An MNRTF grant for property acquisition covers only 75% of the acquisition costs; the City is required to provide the remaining 25% of the acquisition cost as its "local match." The City's 2005 grant application was structured to use the excess actual value of the two parcels over their purchase price as part of the City's "local match" for the MNRTF grant. To round out the 25% amount, the City Council also appropriated \$52,655 as part of the 2005 grant application.

The grant was approved and a Project Agreement was entered into with the State. It was extended several times for various reasons with a purportedly "final" extension to March 31, 2009. The City is obligated to close on the acquisition of property from Roskelly and Mirage by that date.

Attached are the agreements with the two property owners, the closing statements, and the proposed transfer deeds—from the owners of the land to the City and from the City to the State for certain mineral interests. The closing is scheduled for March 24, 2009. Seaver Title will be involved in the closing to make sure that the appropriate title policies will be issued. The State has approved the transaction to go forward and has reviewed the documents. The matter has been placed on the City Council agenda primarily to confirm authorization of the purchase agreements with the individual owners in furtherance of the Project Agreement with the State, as previously approved by the City Council, and that staff and administration are authorized to proceed to closing (there might be minor changes in details on the final, signed documents). Note that the amount expended so far for various "incidental" items like the environmental reviews, surveys, appraisals, and the amount expected to be expended for the closing, at this point total less than \$52,655 appropriated for the grant in 2005.

RECOMMENDED ACTION: Approval of Agreements and Closing Documents for 2005 Michigan Natural Resources Trust Fund (MNRTF) Grant, TF 05-165, for approximately 54 acres of land along Meadowbrook Road near Nine Mile Road (Village Wood Lake/Orchard Hills West).

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

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

EXHIBIT A



State of Michigan Department of Natural Resources, Grants Management Michigan Natural Resources Trust Fund Program

STATEMENT OF JUST COMPENSATION

Required By Act 451, P.A. 1994, as amended, and Act 227 of 1972. Submission is required for payment/reimbursement.

This document is used for land acquisition grants under the Michigan Natural Resources Trust Fund (MNRTF). A separate Statement of Just Compensation form is required for each seller. Upon completion of the Statement of Just Compensation form by the local government and the landowner(s), signature by the local unit of government's representative and all landowners (or their legal representative) is required.

SECTION A: PROJECT DESCRIPTION	ON (to be completed b	y the local government)
MNRTF Project Number: MNRT	TF Project Title:	
TF 05-165	llage Wood Lake/O	rchard Hills West Acquisition
Grantee (local government pursuing the acquist	tion):	Nema of Grantee's Representative:
City of Novi	Si (Randy Auler, C.P.R.P.
Project Description/Purpose of the acquisition:		
Purchase of parkland proper		land donation)
-,· ,	ty of the real property:	
	kland	
Owners of the real property based on title recon	. , ,	
· · · · · · · · · · · · · · · · · · ·	cable Living Trus	t dated September 9, 2004
b. <u>Kenneth W. Terg (Jane)</u>		
SECTION B: LEGAL DESCRIPTION	(to be completed by t	he local government)
		this Statement of Just Compensation form and reviewed by
the landowner(s) and local unit of go	vernment before the Sta	atement of Just Compensation form is signed.
SECTION C: JUST COMPENSATION		
		rty, its highest and best use; and current land sales of similar
properties. An increase or decrease in the to be acquired, or by the likelihood that the physical deterioration of the property with	a market evalijation carised a property would be acquire	I by the public improvement or the projection which the property is ad for such improvement or project, other than that due to the the owner, has been disregarded in making the determination of
just compensation.		
Just Compensation, which is the I Resources-Approved Fair Market	Jepanment of Natural Value, has been identif	inder: \$ 7,000,000
		ied as: \$ 1,000,000.00 /ements, severance, if any, and other elements.
as follows:	antio toi are azual miloto:	contented including in milks and during civilitation
Land and improvements:	\$ 1,000,000.00	Amount includes buildings, structures or other
Less Damage to the Remainder:	\$	
Less/Plus Other:	\$	
· · · · ·		Mark has a reported by the Continue O. (4) at
L Iotai:	\$1,000,000.00	Must be amount shown in Section C (1) above
SECTION D: FEE SIMPLE TITLE (1	o be completed by the	local government)
ONE OF THE FOLLOWING BOXES	S MUST BE CHECKED	The state of the s
Armielilon will be of fee simple title	free of all liens, encumbra	nces, and restrictions and with no interests reserved by the
landowner.	MOO OF WE HOUSE CHORESTER	and the termination and many in antologic lesstand by file
OR)	
Acquisition is subject to the following	ng easements or restriction	ns or interests or rights to be reserved by the landowner. *
Describe below:		
Consumers Power right-of-	-way (L4944 :619):	storm drains: (L8237 pl95); drainage
easement (L19754 p397);		
main mar mariam . However, so to Tange 1.1.		· James 1 to 2 July 2 2 1 2
April 1980 Acres and a community		
* IMPORTANT - All easements, restri	ctions, and reservations of f government should not p	f interests by the landowner must have prior approval by the DNR. proceed with the acquisition without written approval from the DNR.
	, =	Page 1 of 2 PR1908-1 (Rev. 05/16/2006)

STATEMENT OF JUST COMPENSATION (Continued)

SECTION E: Occupants (to be comple	led by the landowner)	
he following persons are occupying the p	property as <u>separate households</u> or are co	
Name of Occupant	2. Name of Occupant	3. Name of Occupant
Address of Occupant	Address of Occupant	Address of Occupant
City State ZiP code	City State ZIP code	City. State ZIP code
YPE OF OCCUPANCY: Household Lease Business Rental	TYPE OF OCCUPANCY: Household Lease Business Rental	TYPE OF OCCUPANCY: ☐ Household: ☐ Lease ☐ Buildess, ☐ Buildess.
	be completed by the local government	
1970, Public Law 91-646, just compe	Uniform Relocation Assistance and Real nsation has been identified for the real pro	perty identified above.
than the appraiser's opinion of fair man	ed upon a DNR-approved appraisal prepare set value that he/she determined after a pers	d for the local government and Is not less conal inspection of the property.
3. The landowners were given the oppo		
	d to commence with negotiations for the pu	* * *
	occupants of the property are made aware	•
requirement in writing.	dental costs associated with the acquisition	i, uniese nie iaudowner(s) wajves įbis
7. This is <u>NOT</u> an offer to purchase.	•	
· · · · · · · · · · · · · · · · · · ·		
Grantee's Representative Signature		Date
	ion (to be completed by the landowner)	
	ompany the appraiser over the subject land	
 I have received a copy of this States rights under P.L. 91-646. 	ment of Just Compensation form, fully revie	ewad it, and have been advised of my
	knowledge that I have completed Section pleted Statement of Just Compensation	
LANDOWNER(S) SIGNATURES:		
The same of the sa	ID NOT accompany the appraiser. (on	E OF THESE BOXES MUST BE CHECKED)
a) Landpwner or Owner's Legal Repr	esentative Signature	Date
l or my representative ☐ DID ☒XD	NOT accompany the appraiser. (on	7
b) Landowner or Owner's Legal Rep	resentative Signature	Date
l or my representative 🔲 DID 🔲 🗅	DID NOT accompany the appraiser. (on	E OF THESE BOXES MUST BE CHECKED)
c) Landowner or Owner's Legal Rep	resentative Signature	Date
This completed and signed docume	nt must be submitted with the Relmbu	rsement Package to:
GRANTS MANAGEMENT MICHIGAN DEPARTMENT OF NATU PO BOX 30425 LANSING MI 48909-7925		
	Page 2 of 2	PR1908-1 (Rev. 05/16/2006
	Paga 44	

.. The land referred to in this report is described as follows:

City of Novi

Part of the Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Nevi, Cakland County, Michigan, described as: Beginning at the West 1/4 corner of said Section 25; thence North 88 degrees 48 minutes 17 seconds East along the East and West 1/4 line 888.00 feet; thence North 41 degrees 34 minutes 33 seconds East 28.93 feet; thence North 78 degrees 59 minutes 17 seconds East 141.43 feet; thence North 70 degrees 18 minutes 17 seconds East 8.78 feet; thence South 01 degrees 11 minutes 59 seconds West along the West line of Heatherwood Subdivision, as recorded in Liber 131, Pages 28 through 34 of Piats, Cakland County Records, 208.41 feet; thence South 50 degrees 57 minutes 63 seconds West along the Northwesterly line of said subdivision 948.18 feet; thence South 89 degrees 59 minutes 10 seconds West along the North line of said subdivision 20.00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said Section 25, 735.14 feet to the point of beginning, EXCEPT the West 60.00 feet taken for road purposes.

Re: Vacent Tex liem No. 22-25-301-024

MICHIGAN NATURAL RESOURCES TRUST FUND- ACQUISITION PROJECT PROCEDURES



State of Michigan Depairment of Natural Resources, Grants Management ., Michigan Natural Resources Trust Fund Program

STATEMENT OF JUST COMPENSATION

Required By Act 451, P.A. 1994, as amended, and Act 227 of 1972. Submission is required for payment/reimbursement.

This document is used for land acquisition grants under the Michigan Natural Resources Trust Fund (MNRTF). A separate Statement of Just Compensation form is required for each seller. Upon completion of the Statement of Just Compensation form by the local government and the landowner(s), signature by the local unit of government's representative and all landowners (or their legal representative) is required.

SECTION A: PROJECT DESCR	IPTION (to be completed i	by the local government)
1	MNRTF Project Title:	h#
TF 05165	Village Wood Take/	Inchard Hills West Acquisition Name of Grantes's Representative:
Grantee (local povernment pursuing the a	ednismou);	
City of Novi Project Description/Purpose of the acquis	lion:	Randy Anler, C.P.R.P.
Purchase of parkland p		Lland donation)
Acreage to be acquired:	County of the real property:	
approx. 40.6 acres	Oakland	
Owners of the real properly based on title		
a. <u>Mirage Development.</u>	<u>lic</u>	
b		
SECTION B: LEGAL DESCRIP	TION (to be completed by t	the local government)
		this Statement of Just Compensation form and reviewed by
the landowner(s) and local unit	of government before the St	atement of Just Compensation form is signed.
SECTION C: JUST COMPENSA		
		erty, its highest and best use; and current land sales of similar
nonerlies. An inchese or decrease	In the market evaluation cause	el by the public improvement of the project for which the property is
to be soquised, or by the likelihood t	neithe property would be acqui	red for such improvement or project, other than that doe to the
physical determinant of the property just compensation.	Aminu isə təskossos counci o	if the owner, has been diaregarded in making the determination of
Just Compensation, which is	the Department of Natural	
Resources-Approved Fair Mi	arket Value, has been identi	fled as: \$ 185,000.00
Just Compensation includes as follows:	emounts for the land, impro	vements, severance, if any, and other elements,
Land and improvements:	\$ 185,000,00	Amount includes buildings, structures or other.
Less Damage to the Remaine		
Less/Plus Other:	\$	
	<u> </u>	Must be amount shown in Section C (1) above
1		
SECTION D: FEE SIMPLE TIT	LE (to be completed by the	e local government)
ONE OF THE FOLLOWING B	OXES MUST BE CHECKED);
Acquisition will be of fee simple	le title free of all llens, encumbr	ances, and restrictions and with no interests reserved by the
landowner.		The service of the se
OR	* () () () () () () () () () (
	ollowing easements or restriction	ons or interests or rights to be reserved by the landowner. •
Describe below: Conservati	on easements (T.34599	p597); (L35916.p.372);
Sanitary sever easeme	nt (14972 p. 311) st	production of 5727 page 100 production of the control of the contr
		orm Water easiment (T.5845 p504):
		age_easement_(T21615_p92):
l ·		of interests by the landowner must have prior approval by the DNR.
If this box is checked, the local	unit of government should not	proceed with the acquisition without written approval from the DNR.
	*	Page 1 of 2 PR1908-1 (Rev. 05/16/200

STATEMENT OF JUST COMPENSATION (Continued)

	lowing persons are occur	dea es vhedord enti gniya	<u>arate households</u> or are co	nducting business activiti	es:
19339 0	(Occupant	2. Name of Occupant		3. Name of Occupant	
A ricina	sa of Occupant	Address of Occup	tran	Address of Occupant	
WOT C	po di Codupata		,	**************************************	
City	Etala	ZiP coda City	State ZIP code	City Shal	a · ZIP coda
Hous Busin			Clease Control Contr		Lenia Rental
		**************************************	by the local government	4 · · · · · · · · · · · · · · · · · · ·	*1************************************
19	70, Public Law 91-646, ju	ust compensation has bee	ation Assistance and Real on identified for the real pro	perly identified above.	·
the	in the appraiser's opinion	of fair market value that he	-approved appraisal prepare Jahe determined after a pers	d for the local government sonal inspection of the pro	end is not k perty.
		the opportunity to accom			
	- .		with negotiations for the pr		* * * ·
			e properly are made aware	•	
rek	quirement in Willing.	• "	sociated with the acquisition	n, unless the landowner(s	s) walves th
. Th	is is <u>NOT</u> an offer to pun	jnase.	•	»	•
	***	*	•		
Gr	antee's Representative Si	inature		Date	
		3 to	ipleted by the landowner	<u> </u>	6.
1. }	was offered the opportur	ily to accompany the app	oralser over the subject land	1.	
2, 1			mpensation form, fully revie		dvised of m
E			at I have completed Section ent of Just Compensation		
	DOWNER(S) SIGNATUR	(ES)			
.AN			•		•
	and the second of the second of the second		mpany the appraiser. (ои	E OF THESE BOXES MUST E	E CHECKED)
	my representative	DID DID NOT accor		E OF THESE BOXES MUST E	E CHECKED)
l or	my representative Landowner or Owner's	DID DID NOT according to the property of the p		Date	
l or	Landowner or Owner's	DID DID NOT according to the property of the p	mpany the appraiser. (on	Date	
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l or	Landowner or Owner's r my representative Landowner or Owner's Landowner or Owner's r my representative	DID DID NOT according DID DID DID NOT according DID NOT according to the DID Representative Sign	mpany the appraiser. (on nature mpany the appraiser. (or	Data IE OF THESE BOXES MUST I Data	BE CHECKED)
l or	Landowner or Owner's Tandowner or Owner's Landowner or Owner's Tandowner or Owner's Tandowner or Owner's Landowner or Owner's	DID DID NOT account property of the property o	mpany the appraiser. (on nature mpany the appraiser. (or	Date IE OF THESE BOXES MUST E Date NE OF THESE BOXES MUST E Date	BE CHECKED)
l or a)	Landowner or Owner's r my representative Landowner or Owner's r my representative The my representative Landowner or Owner's r my representative Completed and signed GRANTS MANAGEMEN MICHIGAN DEPARTMENT PO BOX 30425	DID DID NOT according to the presentative Sign DID DID NOT according DID DID NOT according DID DID NOT according DID DID NOT according to the presentative Sign is document must be sure the presentative DID DID NOT according to the presentative Sign is document must be sure the presentative Sign is document.	mpany the appraiser. (on mature mpany the appraiser. (on mature abmitted with the Relmbu	Date IE OF THESE BOXES MUST E Date NE OF THESE BOXES MUST E Date	BE CHECKED)
l or a)	Landowner or Owner's r my representative Landowner or Owner's r my representative r my representative Landowner or Owner's r my representative Completed and signed GRANTS MANAGEMEN MICHIGAN DEPARTMENT	DID DID NOT according to the presentative Sign DID DID NOT according DID DID NOT according DID DID NOT according DID DID NOT according to the presentative Sign is document must be sure the presentative DID DID NOT according to the presentative Sign is document must be sure the presentative Sign is document.	mpany the appraiser. (on mature mpany the appraiser. (on mature abmitted with the Relmbu	Data IE OF THESE BOXES MUST I Data TE OF THESE BOXES MUST I Data Ursement Package to:	BE CHECKED)

The land referred to in this report is described as follows:

City of Novi

Parcel 1:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant North 60 degrees 33 minutes 20 seconds East 1168.85 feet and West 60 feet and South 60 degrees 33 minutes 20 seconds West 204.15 feet and North 89 degrees 26 minutes 40 seconds West 277.68 feet and South 68 degrees 15 minutes 64 seconds West 277.68 feet and South 68 degrees 56 minutes 61 seconds West 26.05 feet and South 68 degrees 10 minutes 67 seconds West 220.47 feet and South 68 degrees 03 minutes 64 seconds West 221.34 feet and South 68 degrees 00 minutes 67 seconds West 220.47 feet and South 68 degrees 30 minutes 67 seconds West 220.47 feet and South 68 degrees 30 minutes 67 seconds West 220.47 feet and South 68 degrees 30 minutes 67 seconds West 220.47 feet and South 68 degrees 30 minutes 29 seconds West 119.67 feet and North 79 degrees 00 minutes 00 seconds West 115.82 feet; thence along curve to left, Radius 280 feet, Chord bears North 79 degrees 69 minutes 11 seconds West 81.22 feet, distance of 81.56 feet; thence South 68 degrees 02 minutes 39 seconds West 69.88 feet; thence along curve to right, Radius 200 feet, Chord bears North 78 degrees 02 minutes 02 seconds West 129.82 feet, distance of 132.22 feet thence North 36 degrees 04 minutes 67 seconds East 143.43 feet; thence North 28 degrees 13 minutes 23 seconds East 61.76 feet; thence North 44 degrees 34 minutes 40 seconds East 77.32 feet; thence North 34 degrees 10 minutes 27 seconds East 28.09 feet; thence East 107.60 feet; thence South 28.127 feet; thence East 110.02 feet; thence along curve to right, Radius 170 feet, Chord bears South 04 degrees 05 minutes 64 seconds West 24.30 feet, distance of 24.32 feet to beginning.

Tex Ilem No. 22-28-201-011

Parcel 2:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, Section 26, beginning at point distant North 00 degrees 33 minutes 20 seconds West 204.15 feet; thence North 89 degrees 26 minutes 40 seconds West 277.86 feet; thence along curve to left, Radius 260 feet, Chord bears South 68 degrees 15 minutes 66 seconds West 197.35 feet, distance of 202.42 feet; thence South 68 degrees 58 minutes 51 seconds West 38.05 feet, thence along curve to right, Radius 330 feet, Chord bears South 56 degrees 68 minutes 54 seconds West 221.34 feet, distance of 222.50 feet; thence South 68 degrees 10 minutes 57 seconds West 198.67 feet, distance of 212.50 feet, Chord bears South 68 degrees 35 minutes 29 seconds West 118.67 feet, distance of 121.54 feet; thence North 76 degrees 00 minutes 00 seconds West 235.31 feet; thence along curve to left, Radius 230 feet, Chord bears North 76 degrees 27 minutes 51 seconds East 35.80 feet, distance of 35.84 feet; thence North 61 degrees 58 minutes 51 seconds East 98 feet; thence North 75 degrees 12 minutes 43 seconds East 198 feet; thence North 65 degrees 58 minutes 67 seconds East 198 feet; thence North 67 degrees 68 minutes 67 seconds East 198 feet; thence North 67 degrees 68 minutes 67 seconds East 198 feet; thence North 67 degrees 68 minutes 67 seconds East 198 feet; thence North 76 degrees 44 minutes 77 seconds East 198.79 feet; thence North 76 degrees 44 minutes 77 seconds East 279.38 feet; thence North 76 degrees 57 minutes 77 minutes 77 seconds East 279.38 feet; thence North 78 degrees 58 minutes 69 seconds East 198 feet; thence North 78 degrees 44 minutes 77 seconds East 279.38 feet; thence North 78 degrees 58 minutes 69 seconds East 198 feet; thence North 78 degrees 68 minutes 69 seconds East 198 feet; thence North 78 degrees 68 minutes 69 seconds East 198 feet; thence North 78 degrees 68 minutes 69 seconds East 198 feet; thence North 78 degrees 68 minutes 69 seconds East 198 feet; thence North 78 degrees 68 minutes 69 seconds East 198 feet; thence North 78 degrees 69 minutes 6

Tax Item No. 22-26-201-012

Parcel 3:

Part of Northesst 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant South 89 degrees 37 minutes 35 seconds West 60.01 feet from East 1/4 corner, thence South 89 degrees 37 minutes 35 seconds West 1810.46 feet; thence South 89 degrees 27 minutes 05 seconds West 220.59 feet; thence North 646,77 feet; thence East 284.87 feet; thence South 69 degrees 14 minutes 22 seconds East 55.49 feet; thence North 34 degrees 11 minutes 15 seconds East 120 feet; thence South 55 degrees 48 minutes 45 seconds East 24.77 feet; thence along curve to left, Redius 280 feet, Chord bears South 76 degrees 23 minutes 33 seconds East 182.79 feet; distance of 186.78 feet; thence North 63 degrees 01 minutes 39 seconds East 69.88 feet; thence along curve to right, Redius 200 feet, Chord bears South 67 degrees 69 minutes 11 seconds East 62.48 feet; distance of 62,74 feet; thence South 79 degrees 00 minutes 00 seconds East 411.19 feet; thence along curve to left, Redius 260 feet, Chord bears North 63 degrees 35 minutes 29 seconds East 165.58 feet, distance of 168 feet; thence North 66 degrees 10 minutes 57 seconds East 220.47 feet; thence along curve to left, Redius 690 feet, Chord bears North 68 degrees 03 minutes 64 seconds East 242.42 feet, distance of 243.69 feet; thence North 45 degrees 68 minutes 61 seconds East 36.05 feet; thence along curve to right, Redius 200 feet, Chord bears North 68 degrees 16 minutes 63 seconds East 151.81 feet, distance of 155.71 feet; thence South 69 degrees 29 minutes 40 seconds East 277.68 feet; thence South 00 degrees 33 minutes 20 seconds West 903.09 feet to beginning.

Tax Item No. 22-28-201-013

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EXHIBIT B



State of Michigan Department of Natural Resources, Grants Management Michigan Natural Resources Trust Fund Program

OFFER TO PURCHASE (WITH LAND DONATION)/WAIVER OF JUST COMPENSATION

Required By Act 451, P.A. 1994, as amended, and Act 227 of 1972. Submission required for payment/reimbursement.

This document is to be used for land acquisition grants under the Michigan Natural Resources Trust Fund (MNRTF) when the acquisition includes donation of land value. A separate Offer to Purchase (with Land Donation)/Waiver of Just Compensation form is required for each seller. Upon completion of the document by the Local Government/Buyer and the Landowner/Seller(s), signature by the local government and all of the landowners (or their legal representative) is required.

	CTION A: PROJECT DE			d by the loca	governmen	1)	Man and the same of the same o
	TF Project Number:	MNRTF Project Title:					
TF	05-165	Village Woo	đ Lake/O	rchard Hil	ls West Ac	quisition	A CONTRACTOR OF THE CONTRACTOR
	CTION B: BUYER INFO		yer is the				ng the acquisition)
Nam	e of Local Government/Buy	er.				r's Répresentative:	
4 .1 .1	City of Novi			Randy At	der, C.P.R	.P.	•
Adai	ess of Local Government/B	-	•		City		State ZIP code
SE(45175 W. Ten Mi CTION C: LANDOWNER	le Road Seu sale) Neor	MATION (Ou	uners of the	Novi .	bacod on title re	MI 48375
1 No	me of Landowner/Seller Ma.	CHARACKS INTOIN	2. Name of Lan		ed higherry	3. Name of Lando	
Ros	<u>kelly Perocable</u>	<u> Living Trust</u>		,	<u>'</u>		downer/Seiler
1	a	ated 9/9/04		zhoolcraft		VINTERN OF THE	COWNER/Seller(*)
c	6211 Ryland	State ZIP code	Cily	<u>chiconchart</u>	State ZIP code	3 City	State Z.P
	edford, MI 4824		Livonia	. MI 4815		code	, . , . ,
	CTION D: LEGAL DES						
A.	legal description for	the real property	must be	attached to t	his documen	t and reviewed	by the landowner(s)
an	d local unit of gover	nment before the	e documer	nt is signed.		•	J
SE	CTION E: JUST COMP	ENSATION (to be c	ompleted l	by the local c	jovernment)		
	st Compensation, whi						
Re	sources-approved fair	market value, ha	s been ider	ntified as:	\$ 1,000,00	00_00	
SE	CTION F: OFFER TO F	URCHASE PRICE (I	o be comp	leted by the	local governi	nent)	
,	Offer to Purchase ha				•		-
	NR-approved fair mar			·· ·· ··	\$ 1,000,00	00.00	
SE	CTION G: CASH COM	PENSATION AND VI	ALUE OF LA	ND DONATION	(to be compl∈	ted by the land	owner)
1.	The landowner has ye	oluntarily agreed t	o accept C	ash Compens	ation in the ar	nount of: \$	848,500.00
2.	The difference betwe-	en the Just Comp	ensation/O	ffer to Purcha	se Amount an	d the Cash	
	Compensation Amou				,	\$	7.57 500 00
ł	(This represents a donati	on of land value fron	the Landow	ner/Seller(s) to t	he Local Govern	ment/Buyer)	151,500.00
SE	CTION H: LOCAL GOV	ERNMENT/BUYER C	ERTIFICATION	ON	_		·
By	signing this docume	nt the Local Go	vernment	Buver certifi	es the followi	na:	
1.	-			•			der Section D for the
1.	purchase price listed	in Section F and to	pay the in	cidental closin	g costs, unles	s waived by the L	.andowner/Seller(s).
2.	Cash compensation in Compensation/Offer to of land value.	n the amount lister to Purchase price	d in Section and the Car	G will be prov sh Compensa	vided at the tim tion amount as	ne of closing. The listed in Section	e difference in the Just G represents a donation
3.	the MNRTF grant, will	h prìor approval ir	om the Dep	artment of Na	itural Resource	es and the MNRT	heir match obligations for F Board. Approved land Landowner/Seller(s).
_	Local Government's Rep	resentative Signati	ire;			Date .	
ŀ	,	•		•			
			****	Page	1 of 2		PR1908-2 (Rev. 05/16/2006)

MICHIGAN NATURAL	RESOURCES	TRUST FUND.	ACCHISITION	PROJECT PROCEDURES
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OFFER TO PURCHASE (WITH LAND DONATION)/WAIVER OF JUST COMPENSATION (Continued)

E	CTION I: LANDOWNER/SELLER(S) CERTIFICATION (to be completed by the landowner/seller	
3у	signing this document, the Landowner/Seller(s) certifles the following:	
	I have been informed of all of my rights and benefits under the Uniform Relocation Assistance Acquisition Policies Act of 1970 (P.L. 91-646).	and Real Properties
2.	i have been provided with a Statement of Just Compensation.	
3.	Of my own choice, I have elected to accept the Cash Compensation Amount listed in Section Just Compensation/Offer to Purchase price, as based on the DNR-approved fair market varepresents a donation of land value to the Local Government/Buyer. I understand that the may be used by the local government to meet their match obligations for a MNRTF grant w DNR.	ue. The difference value of the land donation
4.	I accept this Offer to Purchase and the Cash Compensation Amount.	
5.	The reason(s) I am accepting cash compensation in an amount less than the Just Compen	sation/Offer to Purchase is:
	Desire to donate some value of the property in order to assist	in local
	efforts to establish parkland/recreational opportunities	. ,
	•	
	a) Landowner/Seller or Landowner's/Seller's Legal Representative Signature	Date
-	b) Landowner/Seller or Landowner's/Seller s Legal Representative Signature	Date
٠	c) Landowner/Seller or Landowner's/Seller s Legal Representative Signature	Date
,		
ir	onipleted and signed document must be submitted with the Reimbursement Page of the Reimbursement	аскаде то:
•		
	•	

Page 2 of 2

PR1908-2 (Rev. 05/16/2006)

... The land referred to in this report is described as follows:

City of Novi

Part of the Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Cakland County, Michigan, described as: Beginning at the West 1/4 comer of said Section 25; thence North 88 degrees 48 minutes 17 seconds East along the East and West 1/4 line 888.00 feet; thence North 41 degrees 34 minutes 33 seconds East 28,93 feet; thence North 76 degrees 59 minutes 17 seconds East 41.43 feet; thence North 70 degrees 16 minutes 17 seconds East 8.78 feet; thence South 01 degrees 10 minutes 69 seconds West along the West line of Heatherwood Subdivision, as recorded in Liber 131, Pages 26 through 34 of Plats, Cakland County Records, 208.41 feet; thence South 50 degrees 57 minutes 53 seconds West along the Northwesterly line of said subdivision 948.18 feet; thence South 89 degrees 39 minutes 10 seconds West along the North Ine of said subdivision 20.00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said Section 26, 735.14 feet in the point of beginning, EXCEPT the West 60.00 feet taken for road purposes.

Ret-Vecent-Tax Item No. 22-25-301-024



State of Michigan Department of Natural Resources, Grants Management Michigan Natural Resources Trust Fund Program

OFFER TO PURCHASE (WITH LAND DONATION) WAIVER OF JUST COMPENSATION Required By Act 451, P.A. 1894, as amended, and Act 227 of 1972. Submission required for payment/relimbursement.

This document is to be used for land acquisition grants under the Michigan Natural Resources Trust Fund (MNRTF) when the acquisition includes donation of land value. A separate Offer to Purchase (with Land Donation)/Waiver of Just Compensation form is required for each seller. Upon completion of the document by the Local Government/Buyer and the Landowner/Seller(s), signature by the local government and all of the landowners (or their legal representative) is required.

1-2-21	2011.011.05.01.(0)1.01g.12.13.0.23	as said the said and a	, ale national force	THE TOTAL PROPERTY.	
	CTION A: PROJECT DESCRIPTION (TO	he completed by the k	ocal government)		•
TF		od Lake/Orchard H	ills West Acous	Sition	A Company of the Comp
	CYION B: BUYER INFORMATION (The				:quisilion)
Nam	e of Local Government/Buyer:		cal Government/Buyer's 7 Auler - C.P.R.		
Add	City of Novi ess of Local Government/Buyer.		City		State ZIP code
<u> </u>	45175 W. Ten Mile Road, No				-
SE	CTION C: LANDOWNER/SELLER(S) INFO	ORMATION (OWNERS OF U 2. Name of Landowner/Seller	ie real property ba	Sed on little records) 3. Name of Landowner/Seller	
M	tirage Development, TIC		<u> </u>		
- 1	deresa of Landownet/Seter	Address of Landowner/Sei	er.	Address of Landowner/Sett	ar ·
	5830 W. Ten Mile Road ty State ZIP code	Сћу	State ZIP code	City	State ZIP
	Novi, MI 48375			coxia	
	CTION D: LEGAL DESCRIPTION (to be				
A	legal description for the real prope d local unit of government before	iny must de attached i the document le plans	o this document a	and reviewed by the la	andowner(s)
· 1	CTION E: JUST COMPENSATION (to be		The second secon	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	
- m	st Compensation, which is the Depart		ii Governivent)	· · · · · · · · · · · · · · · · · · ·	
	sohiges-abblosed tell lüsiket vajne' at Cottibeusandu' Ankul is ille bebäu		\$ 185,000.6		The state of the s
-37.7	OTION F: OFFER TO PURCHASE PRICE	48			1
:	Offer to Purchase has been made in		•	•	· · · · · · · · · · · · · · · · · · ·
	NR-approved fair market value or hig		\$. 185,000_0	0.	
SE	CTION G: CASH COMPENSATION AND	VALUE OF LAND DONATE	on (to be complete	d by the landowner)	
1.	The landowner has voluntarily agree	d to accept Cash Comp	ensation in the emo	unt of: \$ 0.00	•
2.	The difference between the Just Cor	npensation/Offer to Pur	hase Amount and	he Cash	
- {	Compensation Amount is: (This represents a donation of land value for	nin the Landoumaricaliaria	to the Least Organization	\$ 185,0	00.00
C (2)	CTION H: LOCAL GOVERNMENT/BUYE		and the control of	ano Dujeij	

1 T	signing this document, the Local	•			
1.	The Local Government/Buyer as listed purchase price listed in Section F and	d to pay the incidental cli	osing costs, unless v	valved by the Landowne	r/Seller(s).
2.	Cash compensation in the amount is Compensation/Offer to Purchase price	ited in Section G will be p	provided at the time	of closing. The different	ce in the Just
ł	of land value.		•	•	
3.	The value of the land donation may in the MNRTF grant, with prior approved donation will, at the time of closing, in	d from the Department of	Natural Resources	and the MNRTF Board.	Approved land
-	Local Government's Representative Sign	nature:		Date	
ı	,	•			
			ge 1 of 2	PR1908	-2 (Rev. 05/18/200)
		1.1			

 . RESOURCES TRUST FUND-	

OFFER TO PURCHASE (WITH LAND DONATION)/WAIVER OF JUST COMPENSATION (Continued)

ECTION I: LANDOWNER/SELLER(S) CERTIFICATION (to be completed by the landown	/
	reweellen)
y signing this document, the Landowner/Selier(s) certifies the following:	•
 I have been informed of all of my rights and benefits under the Uniform Relocation As Acquisition Policies Act of 1970 (P.L. 91-646). 	ssisiance and Real Properties
1 have been provided with a Statement of Just Compensation.	, • ·
Of my own choice, I have elected to accept the Cash Compensation Amount listed in Just Compensation/Offer to Purchase price, as based on the DNR-approved fair m represents a donation of land value to the Local Government/Buyer. I understand may be used by the local government to meet their match obligations for a MNRTF DNR.	erket value. The difference that the value of the land donation
1. I accept this Offer to Purchase and the Cash Compensation Amount.	· ·· ·
5. The reason(s) I am accepting cash compensation in an amount less than the Just	Compensation/Offer to Purchase is:
Desire to donate entire interest in property to assist in	local efforts to
establish parkland/recreation opportunities.	
a) Landowner/Seller or Lendowner a/Seller a Legal Representative Signature	Date
	•
b) Landowner/Seller or Landowner's/Seller a Legal Representative Signature	Date
c) Landowner/Seller or Landowner's/Seller a Legal Representative Signature	Daio
we to the terminal statement was a submitted with the Balmaletters.	
GRANTS MANAGEMENT MICHIGAN DEPARTMENT OF NATURAL RESOURCES PO BOX 30425	ement Package to:
GRANTS MANAGEMENT MICHIGAN DEPARTMENT OF NATURAL RESOURCES	ement Package to:
GRANTS MANAGEMENT MICHIGAN DEPARTMENT OF NATURAL RESOURCES PO BOX 30425	ement Package to:
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MICHIGAN DEPARTMENT OF NATURAL RESOURCES PO BOX 30425	ement Package to:
GRANTS MANAGEMENT MICHIGAN DEPARTMENT OF NATURAL RESOURCES PO BOX 30425	ement Package to:

The land referred to in this report is described as follows:

City of Novi

Parcel 1:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Cakland County, Michigan, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1166.85 feet and West 60 feet and South 00 degrees 33 minutes 20 seconds West 204.15 feet and North 89 degrees 26 minutes 40 seconds West 277.68 feet and South 68 degrees 15 minutes 63 seconds West 167.35 feet and South 45 degrees 56 minutes 51 seconds West 36.05 feet and South 68 degrees 10 minutes 57 seconds West 220.47 feet and South 68 degrees 10 minutes 67 seconds West 220.47 feet and South 83 degrees 35 minutes 29 seconds West 119.67 feet and North 79 degrees 00 minutes 00 seconds West 295.38 feet from East 1/4 corner, thence North 79 degrees 00 minutes 00 seconds West 115.82 feet, thence along curve to left, Radius 260 feet, Chord bears North 87 degrees 59 minutes 11 seconds West 81.22 feet, distance of 81.56 feet, thence South 63 degrees 01 minutes 39 seconds West 69.88 feet; thence along curve to right, Radius 200 feet, Chord bears North 78 degrees 02 minutes 02 seconds West 129.82 feet, distance of 132.22 feet; thence North 36 degrees 04 minutes 63 seconds East 143.43 feet; thence North 28 degrees 13 minutes 23 seconds East 51.76 feet; thence North 44 degrees 34 minutes 46 seconds East 77.32 feet; thence North 28 degrees 10 minutes 27 seconds East 28.09 feet; thence East 107.60 feet; thence South 261.27 feet; thence East 110.02 feet; thence along curve to right, Radius 170 feet, Chord bears South 04 degrees 05 minutes 54 seconds West 24.30 feet, distance of 24.32 feet to beginning.

Tex-item No. 22-26-201-011

Percel 2:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, Section 26, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1188.65 feet and West 60 feet from East 1/4 comen thence South 00 degrees 33 minutes 20 seconds West 204.15 feet; thence North 88 degrees 26 minutes 40 seconds West 277.85 feet; thence along curve to left, Radius 280 feet, Chord bears South 68 degrees 16 minutes 06 seconds West 197.35 feet, distance of 202.42 feet; thence South 45 degrees 68 minutes 51 seconds West 38.05 feet; thence along curve to right, Radius 630 feet, Chord bears South 68 degrees 03 minutes 54 seconds West 221.34 feet, distance of 222.60 feet; thence South 68 degrees 10 minutes 57 seconds West 19.67 feet; thence along curve to right, Radius 200 feet, Chord bears South 68 degrees 35 minutes 29 seconds West 119.67 feet; distance of 121.64 feet; thence North 76 degrees 00 minutes 00 seconds West 235.31 feet; thence along curve to left, Radius 230 feet, Chord bears North 76 degrees 27 minutes 51 seconds East 35.60 feet, distance of 35.84 feet; thence North 6.29 feet; thence North 61 degrees 58 minutes 58 seconds East 98 feet; thence North 75 degrees 12 minutes 43 seconds East 196 feet; thence North 86 degrees 56 minutes 51 seconds East 196 feet; thence North 57 degrees 09 minutes 11 seconds East 196 feet; thence North 45 degrees 56 minutes 51 seconds East 197.9 feet; thence North 36 degrees 57 minutes 01 seconds East 99.72 feet; thence South 76 degrees 44 minutes 37 seconds East 279.38 feet; thence North 60 degrees 33 minutes 20 seconds East 36 feet; thence East 116 feet to beginning.

Tax item No. 22-26-201-012

Parcel 3:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant South 89 degrees 37 minutes 35 seconds West 60.01 feet from East 1/4 corner, thence South 89 degrees 37 minutes 35 seconds West 1910.48 feet; thence South 89 degrees 27 minutes 05 seconds West 220.59 feet; thence North 648.77 feet; thence East 284.87 feet; thence South 69 degrees 14 minutes 25 seconds East 55.49 feet; thence North 34 degrees 11 minutes 16 seconds East 120 feet; thence South 69 degrees 48 minutes 45 seconds East 284.77 feet; thence along curve to left, Radius 260 feet, Chord bears South 76 degrees 23 minutes 33 seconds East 182.79 feet, distance of 188.78 feet; thence North 83 degrees 91 minutes 39 seconds East 69.88 feet; thence along curve to right, Radius 200 feet, Chord bears South 67 degrees 69 minutes 11 seconds East 69.84 feet; thence along curve to right, Radius 200 feet, Chord bears North 79 degrees 00 minutes 00 seconds East 411.19 feet; thence along curve to left, Radius 280 feet, Chord bears North 79 degrees 35 minutes 29 seconds East 155.65 feet, distance of 158 feet; thence North 86 degrees 10 minutes 57 seconds East 220.47 feet; thence along curve to left, Radius 200 feet, Chord bears North 68 degrees 35 minutes 54 seconds East 242.42 feet, distance of 243.69 feet; thence North 45 degrees 58 minutes 51 seconds East 36.05 feet; thence along curve to right, Radius 200 feet, Chord bears North 88 degrees 58 minutes 51 seconds East 151.81 feet, distance of 155.71 feet; thence South 69 degrees 25 minutes 40 seconds East 277.88 feet; thence South 00 degrees 33 minutes 20 seconds West 903.09 feet to beginning.

Tex Rem No. 22-26-201-013

EXHIBIT C



LANSING MI 48909-7925

State of Michigan Department of Natural Resources, Grants Management Michigan Natural Resources Trust Fund Program

CLOSING STATEMENT

Required By Act 451, P.A. 1994, as amended, and Act 227 of 1972. Submission is required for payment/reimbursement.

This document is to be used for land acquisition grants under the Michigan Natural Resources Trust Fund (MNRTF). A separate document is required for each seller. Upon completion of the document by the local government and the landowner(s), signature by the local unit of government's representative and all landowners (or their legal representative) is required. An alternative to this document may be used if it contains the same information.

	PROJECT DES	CRIPTION	
-	Project Title:		
TF 05-165 Vill	age Wood Lake/C	rchard Hills West Acquis Name of Grantee's Representative:	<u>ition</u>
, , , , , , , , , , , , , , , , , , , ,	ition):	· ·	1
City of Novi Owner(s) of the real property based on title rece		Rahdy Auler, C.P.P.C.	
a <u>Mirage Development</u>		c.	,
BUYER'S STATE		SELLER'S STATEME	NT
CHARGES (Debits)	395 year 4 (OHARGES ((Dablis)	
Description	Amount	Description	Amount
Purchase Price	\$ 185,000.00	Title Insurance	\$
Title Insurance	\$ 1,020.70	Revenue Stamps	\$
Prorated Summer Taxes*	\$ exempt	Prorated Summer Taxes	\$
Prorated Winter Taxes*	\$ exempt	Prorated Winter Taxes	\$
Recording Fees	\$ 53,00	-	\$
Revenue Stamps	\$ 1.591.00		\$ 185,000.0
Closing Fee (excluding attorney fees)	\$	Interest (mercaning cana perpetution)	\$
TOTAL CHARGES	\$187,664.70	TOTAL CHARGES	·
GREDITS	7 107 700 41 70	GRED 175	7 105,000.0
Option	\$	Purchase Price	\$ 185,000.0
Miscellaneous (including Land Donation)	\$185,000.00	Prorated Summer Taxes	\$
	\$	Prorated Winter Taxes	\$
Paragraph State (In A APP VI MIN TO A P A VI MIN TO A VI M	\$	Miscellaneous	\$
TOTAL CREDITS	\$185,000.00	TOTAL CREDITS	\$ 185,000.0
BALANCE DUE COMPUTATION		NET DUE COMPUTATION	
TOTAL CHARGES	\$187,664.70	TOTAL CREDITS	\$ 185,000.0
LESS TOTAL CREDITS	\$185,000.00	LESS TOTAL CHARGES	\$ 185,000.d
BALANCE DUE	\$ 2.664.70	NET DUE	\$ -0-
*Taxes paid that are allocable to a period subs buyer or effective date of possession by the b I/We consider the foregoing to be co hereby acknowledge that I/we have closing statement.	equent to vesting of title in the buyer, whichever is earlier. rrect accounting and	I/We consider the foregoing to be correand hereby acknowledge that I/we have of this closing statement	e received a copy
Buyer's Representative Signature		Landowner/Seller or Legal Representative Landowner/Seller or Legal Representative	
		Landowner/Gener or Legal Nepresentative	Oignature Date
This completed and signed document me Reimbursement Package to: GRANTS MANAGEMENT MICHIGAN DEPARTMENT OF NATU PO BOX 30425		Landowner/Seller or Legal Representative	Signature Date



LANSING MI 48909-7925

State of Michigan Department of Natural Resources, Grants Management Michigan Natural Resources Trust Fund Program

CLOSING STATEMENT

Required By Act 451, P.A. 1994, as amended, and Act 227 of 1972. Submission is required for payment/relmbursement.

This document is to be used for land acquisition grants under the Michigan Natural Resources Trust Fund (MNRTF). A separate document is required for each seller. Upon completion of the document by the local government and the landowner(s), signature by the local unit of government's representative and all landowners (or their legal representative) is required. An alternative to this document may be used if it contains the same information.

	PROJECT DES	CRIPTION					
1	Project Title:	Onchard Hille Work Associa					
TF 05-165 Village Wood/Lake/Orchard Hills West Acquisition							
City of Novi	,-	Randy Auler, C.P.P.C.					
Owner(s) of the real property based on title reco	ords;						
a. Mary Ann Roskelly Trus	t b. <u>Kenneth W. I</u>						
BUYER'S STATE	MENT	SELLER'S STATEME	ENT				
GHARGES (Debits)	·	OHARGES (Debits)					
Description	Amount	<u>Description</u>	Amount				
Purchase Price	\$1,000,000.00	Title Insurance	\$				
Title Insurance	\$ 1,800.00	Revenue Stamps	\$				
Prorated Summer Taxes*	\$ 1,332.81	Prorated Summer Taxes	\$ 5,842				
Prorated Winter Taxes*	\$ 1,584.99	Prorated Winter Taxes	\$ 1,936.8				
Recording Fees	\$ 75.00	Recording Fees	\$				
Revenue Stamps	\$ 8,600.00	Miscellaneous (including Land Donation)	\$ 151,500				
Closing Fee (excluding attorney fees)	\$	Deliquent Tax Fee	\$ 388				
TOTAL CHARGES	\$1,013,415.80	TOTAL CHARGES \$ 159,668					
GREDNS		GREDUS 101AL CHARGES \$ 159,668					
Option	\$	Purchase Price	\$1,000,000.0				
Miscellaneous (including Land Donation)	\$ 151,500.00	Prorated Summer Taxes	\$ 1,332				
	\$	Prorated Winter Taxes	\$ 1,584				
	\$	Miscellaneous	\$				
TOTAL CREDITS	\$ 151,500.00		\$1,002,917.8				
BALANCE DUE COMPUTATION		NET DUE COMPUTATION					
TOTAL CHARGES	\$1,013,415.80	TOTAL CREDITS	\$1,002,917.8				
LESS TOTAL CREDITS	\$ 151,500.00	LESS TOTAL CHARGES	\$ 159,668				
BALANCE DUE		NET DUE	\$ 843.249				
Taxes paid that are allocable to a period subsective or effective date of possession by the bult/We consider the foregoing to be conhereby acknowledge that I/we have reclosing statement.	equent to vesting of title in the uyer, whichever is earlier. rrect accounting and	I/We consider the foregoing to be corr and hereby acknowledge that I/we ha of this closing statement	rect accounting ve received a copy				
Buyer's Representative Signature		Landowner/Seller or Legal Representative Landowner/Seller or Legal Representative					
This completed and signed document mu Reimbursement Package to: GRANTS MANAGEMENT MICHIGAN DEPARTMENT OF NATUR PO BOX 30425		Landowner/Seller or Legal Representative	e Signature Date				

PR1908-9 (Rev. 05/16/2006)

EXHIBIT D

WARRANTY DEED

The Grantors Mirage Development L.L.C., a Limited Liability Company, whose address is 45830 W. Ten Mile Road, Novi, Michigan, 48375,

Convey and Warrant to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan, 48375, being the Grantee,

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

See attached legal description, which is incorporated herein by this reference,

For the consideration of One (\$1.00) Dollar,

Subject to easements and restrictions of record.

Public Act 591 of 1997 requires the following: this property may be located within the vicinity of farmland 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 Grantors grant the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The lands included in this deed were acquired by the City of Novi with funding assistance from the Michigan Natural Resources Trust Fund pursuant to project agreement TF05-165 between the Michigan Department of Natural Resources and the City of Novi, executed on December 6, 2005. The project agreement describes certain requirements to ensure the long-term conservation of the property and its use for public outdoor recreation. The City of Novi is placing this notice on record as confirmation of its obligations as set forth in the project agreement, including the requirement that the consent of the Michigan Department of Natural Resources and the Michigan Natural Resources Trust Fund Board of Trustees is required prior to the conveyance of any rights or interest in the property to another entity, or for the use of the property for purposes other than conservation or public outdoor recreation.

Dated this day of March, 2009.	
Signed in the presence of:	Signed by: Mirage Development, LLC, a Michigan limited liability company
	Claudio Rossi, Managing Member

[Acknowledgments on Next Page]

TATE OF MICHIGAN COUNTY OF OAKLAND))ss.)		
			_ day of March, 2009, by Claudio Rossi, Michigan Limited Liability Company.
		Act	, Notary Public dand County, MI ing in Oakland County, MI Commission Expires:
When Recorded Return Grantee	1 To:	Send Subsequent Tax Bills T Grantee	To: Drafted By: Thomas R. Schultz, Esq. Secrest Wardle, PC 30903 Northwestern Highway, P.O. Box 3040 Farmington Hills, MI 48333-3040

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LEGAL DESCRIPTION

The land referred to in this report is described as follows:

City of Novi

Parcel 1

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant North 00 degrees 33 minutes 20 seconds West 204.15 feet and North 88 degrees 28 minutes 40 seconds West 277.68 feet and South 68 degrees 15 minutes 08 seconds West 187.35 feet and South 45 degrees 58 minutes 61 seconds West 38.05 feet and South 68 degrees 03 minutes 54 seconds West 187.35 feet and South 45 degrees 58 minutes 51 seconds West 38.05 feet and South 68 degrees 03 minutes 54 seconds West 221.34 feet and South 68 degrees 10 minutes 57 seconds West 220.47 feet and South 83 degrees 35 minutes 29 seconds West 119.67 feet and North 79 degrees 00 minutes 00 seconds West 295.38 feet from East 1/4 corner; thence North 79 degrees 00 minutes 00 seconds West 115.82 feet; thence along curve to left, Radius 280 feet, Chord bears North 87 degrees 59 minutes 11 seconds West 115.82 feet, distance of 81.58 feet; thence South 83 degrees 01 minutes 39 seconds West 69.88 feet; thence along curve to right, Radius 200 feet, Chord bears North 76 degrees 02 minutes 02 seconds West 129.82 feet, distance of 132.22 feet, thence North 35 degrees 04 minutes 53 seconds East 143.43 feet; thence North 28 degrees 13 minutes 23 seconds East 117.6 feet; thence North 28 degrees 10 minutes 27 seconds East 28.08 feet; thence East 107.60 feet; thence South 281.27 feet; thence East 107.00 feet; thence South 281.27 feet; thence East 110.02 feet; thence along curve to right, Radius 170 feet, Chord bears South 04 degrees 05 minutes 54 seconds West 24.30 feet; distance of 24.32 feet to beginning.

Tex Item No. 22-26-201-011

Parcel 2:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, Section 26, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1165.85 feet end West 60 feet from East 1/4 comer; thence South 00 degrees 33 minutes 20 seconds West 204.15 feet; thence North 89 degrees 26 minutes 40 seconds West 277.68 feet; thence along curve to left, Radius 260 feet, Chord bears South 68 degrees 15 minutes 06 seconds West 197.35 feet, distance of 202.42 feet; thence South 45 degrees 58 minutes 51 seconds West 36.05 feet; thence along curve to right, Radius 630 feet, Chord bears South 68 degrees 03 minutes 54 seconds West 221.34 feet, distance of 222.50 feet; thence South 68 degrees 10 minutes 57 seconds West 220.47 feet; thence along curve to right, Radius 200 feet, Chord bears South 83 degrees 36 minutes 29 seconds West 118.67 feet, distance of 121.64 feet; thence North 79 degrees 00 minutes 00 seconds West 235.31 feet; thence along curve to left, Radius 230 feet, Chord bears North 04 degrees 27 minutes 51 seconds East 35.80 feet, distance of 35.84 feet; thence North 81 degrees 58 minutes 56 seconds East 98 feet; thence North 76 degrees 12 minutes 43 seconds East 196 feet; thence North 65 degrees 10 minutes 67 seconds East 196 feet; thence North 67 degrees 09 minutes 11 seconds East 198 feet; thence North 67 degrees 66 minutes 51 seconds East 196 feet; thence North 67 degrees 44 minutes 37 seconds East 279.38 feet; thence North 60 degrees 33 minutes 20 seconds East 35 feet; thence East 115 feet to beginning.

Tax item No. 22-28-201-012

Parcel 3:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novl, Oakland County, Michigan, beginning at point distant South 89 degrees 37 minutes 35 seconds West 1810.48 feet; thence South 89 degrees 27 minutes 05 seconds West 220.59 feet; thence South 89 degrees 27 minutes 05 seconds West 220.59 feet; thence North 848.77 feet; thence East 284.87 feet; thence South 69 degrees 14 minutes 05 seconds East 56.48 feet; thence North 848.77 feet; thence South 65 degrees 14 minutes 45 seconds East 24.77 feet; thence along curve to left, Radius 280 feet; Chord bears South 76 degrees 23 minutes 33 seconds East 182.79 feet, distance of 188.78 feet; thence North 83 degrees 01 minutes 39 seconds East 62.88 feet; thence along curve to right, Radius 200 feet, Chord bears South 87 degrees 69 minutes 11 seconds East 62.88 feet; thence along curve to right, Radius 200 feet, Chord bears South 87 degrees 35 minutes 00 seconds East 411.19 feet; thence along curve to left, Radius 260 feet, Chord bears North 83 degrees 35 minutes 29 seconds East 155.58 feet, distance of 155 feet; thence North 86 degrees 10 minutes 57 seconds East 242.42 feet, distance of 243.69 feet; thence North 45 degrees 68 minutes 61 seconds East 38.05 feet; thence along curve to right, Radius 200 feet, Chord bears North 68 degrees 15 minutes 61 seconds East 38.05 feet; thence along curve to right, Radius 200 feet, Chord bears North 68 degrees 15 minutes 61 seconds East 151.81 feet, distance of 155.71 feet; thence 800th 90 degrees 28 minutes 40 seconds East 277.68 feet; thence 800th 90 degrees 33 minutes 20 seconds West 903.09 feet to beginning.

Tex Item No. 22-28-201-013

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WARRANTY DEED

The Grantors Kenneth W. Lerg and Jane Lerg, husband and wife, whose address is 33177 Schoolcraft Road, Livonia, Michigan 48150, and Mary Ann Roskelly, Trustee of the Mary Ann Roskelly Living Trust, dated September 9, 2004, whose address is 16211 Ryland, Redford, MI 48240.

Convey and Warrant to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan, 48375, being the Grantee,

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

See attached legal description, which is incorporated herein by this reference,

For the consideration of Eight Hundred and Forty-Eight Thousand and Five Hundred (\$848,500.00),

Subject to easements and restrictions of record.

Public Act 591 of 1997 requires the following: this property may be located within the vicinity of farmland 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 Grantors grant the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The lands included in this deed were acquired by the City of Novi with funding assistance from the Michigan Natural Resources Trust Fund pursuant to project agreement TF05–165 between the Michigan Department of Natural Resources and the City of Novi in the County of Oakland, executed on December 6, 2005. The project agreement describes certain requirements to ensure the long-term conservation of the property and its use for public outdoor recreation. The City of Novi is placing this notice on record as confirmation of its obligations as set forth in the project agreement, including the requirement that the consent of the Michigan Department of Natural Resources and the Michigan Natural Resources Trust Fund Board of Trustees is required prior to the conveyance of any rights or interest in the property to another entity, or for the use of the property for purposes other than conservation or public outdoor recreation.

Dated this	day o	of Marc	h, 20	09.
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[signatures/acknowledgments on next page]

Signed in the presence of:	Signed by:	Signed by:			
	Kenneth W. Lerg,	Husband			
	Jane Lerg, Wife				
Signed in the presence of:	Signed by:				
	Mary Ann Roskel Mary Ann Roskel Dated September	ly Living Trust,			
STATE OF MICHIGAN) SS. COUNTY OF OAKLAND) The foregoing instrument was acknown and Jane Lerg, husband and wife, and September 9, 2004.	wledged before me on this dadd mary Ann Roskelly, Trustee of the	y of March, 2009, by Kenneth W. Ler Mary Ann Roskelly Living Trust, date			
		, Notary Public Oakland County, MI nission Expires:			
When Recorded Return To: Grantee	Send Subsequent Tax Bills To: Grantee	Drafted By: Thomas R. Schultz, Esq. Secrest Wardle, PC 30903 Northwestern Highway, P.O. Box 3040 Farmington Hills, MI 48333-3040			
Tax Parcel No. 22-25-301-024 Recording Fee Transfer Tax					

LEGAL DESCRIPTION

The land referred to in this report is described as follows:

City of Novi

Part of the Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at the West 1/4 comer of sald Section 25; thance North 88 degrees 48 minutes 17 seconds East along the East and West 1/4 line 888.00 feet; thence North 78 degrees 34 minutes 33 seconds East 28.93 feet; thence North 78 degrees 59 minutes 17 seconds East 141.43 feet; thence North 70 degrees 16 minutes 17 seconds East 8.78 feet; thence South 01 degrees 10 minutes 43 seconds East 207.95 feet; thence South 30 degrees 10 minutes 59 seconds West along the West line of Heatherwood Subdivision, as recorded in Liber 131, Pages 28 through 34 of Plats, Cakland County Records, 208.41 feet; thence South 50 degrees 57 minutes 53 seconds West along the Northwesterly line of said subdivision 846.18 feet; thence South 89 degrees 39 minutes 10 seconds West along the North 100 degrees 20 minutes 50 seconds West along the West line of said subdivision 20.00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said Section 25, 735.14 feet to the point of beginning, EXCEPT the West 60.00 feet taken for road purposes.

Re:-Vecent Tex Item No. 22-25-301-024

EXHIBIT E

WARRANTY DEED (Mineral Royalty Interest)

The Grantor City of Novi, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan —48375

conveys and warrants to the STATE OF MICHIGAN

whose street number and post office address is Post Office Box 30448, Lansing, Michigan 48909-7948

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

See attached legal description, incorporated herein by this reference.

SUBJECT TO easements and building and use restrictions of record:

GRANTOR CONVEYS a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the minerals rights described in Exhibit A. This conveyed royalty shall be determined and paid pursuant to the terms specified in Exhibit B.

The terms of this conveyance shall extend to the heirs, executors, administrators, successors, and assigns of the parties hereto.

Tax ID No. 22-26-201-011

22-26-201-012

22-26-201-013

For and in consideration of One Dollar (\$1.00) and no other consideration.

This instrument is exempt from County transfer tax pursuant to MCL 207.505(h) and from State transfer tax pursuant to MCL 207.526(h(i)).

Dated this day of March, 2009.

[Signatures on Next Page]

Signed in the presence of:		Signed by: City of Novi			
Print Name:	· · · · ·	By: David B. I	andry		
Print Name:		By: Maryanne Its: Clerk	Cornelius		
STATE OF MICHIGAN} }ss COUNTY OF Oakland } The foregoing instrument was acknowledged Maryanne Cornelius, Mayor and Clerk, respect	d before me this _ tively, of the City of	day of M Novi, a Michigan	farch, 2009 by David B. Landry and municipal corporation.		
		* Notary Public, Acting in My commission ex	County, Michigan County, Michigan tpires:		
When Recorded Return To: Grants Management Michigan Department of Natural Resources P.O. Box 30425 Lansing, MI 48909-7925	Send Subsequent	rax Bills To:	Drafted By: Thomas R. Schultz, Esq. Business Address: 30903 Northwestern Highway P.O. Box 3040 Farmington Hills, MI 48333		
PARCEL ID#s: 22-26-201-011;22-26-201-012;22-26-201-013	Recording Fee \$				

The land referred to in this report is described as follows:

City of Novi

Parcel 1

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, Cily of Novi, Oakland County, Michigan, beginning at point distant North 60 degrees 33 minutes 20 seconds East 1188.85 feet and West 60 feet and South 60 degrees 33 minutes 20 seconds West 224.15 feet and North 89 degrees 28 minutes 40 seconds West 277.68 feet and South 68 degrees 15 minutes 61 seconds West 187.35 feet and South 46 degrees 68 minutes 61 seconds West 38.05 feet and South 58 degrees 03 minutes 54 seconds West 220.47 feet and South 68 degrees 10 minutes 57 seconds West 220.47 feet and South 83 degrees 35 minutes 29 seconds West 119.67 feet and North 79 degrees 00 minutes 00 seconds West 295.38 feet from East 1/4 corner; thence North 79 degrees 00 minutes 00 seconds West 115.62 feet; thence along curve to left, Radius 280 feet, Chord bears North 87 degrees 69 minutes 11 seconds West 81.22 feet, distance of 81.58 feet; thence South 83 degrees 01 minutes 39 seconds West 69.88 feet; thence along curve to right, Radius 200 feet, Chord bears North 78 degrees 02 minutes 02 seconds West 128.82 feet, distance of 132.22 feet, thence North 35 degrees 04 minutes 33 seconds East 143.43 feet; thence North 28 degrees 13 minutes 23 seconds East 51.76 feet; thence North 44 degrees 34 minutes 40 seconds East 173.32 feet; thence North 34 degrees 10 minutes 27 seconds East 28.09 feet; thence East 107.60 feet; thence South 28.127 feet; thence East 110.02 feet; thence along curve to right, Radius 176 feet, Chord bears South 04 degrees 05 minutes 54 seconds West 24.30 feet, distance of 24.32 feet to beginning.

Tax Item No. 22-26-201-011

Parcel 2:

Part of Northeast 1/4 of Section 26, Town 1 North, Renge 8 East, Section 26, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1186,65 feet and West 60 feet from East 1/4 comer, thence South 00 degrees 33 minutes 20 seconds West 204,15 feet, thence North 69 degrees 26 minutes 40 seconds West 277,68 feet, thence along curve to left, Redus 280 feet, Chord bears South 68 degrees 15 minutes 06 seconds West 197,35 feet, distance of 202,42 feet, thence South 65 degrees 56 minutes 51 seconds West 36,05 feet, thence along curve to right, Redius 630 feet, Chord bears South 66 degrees 03 minutes 54 seconds West 221,34 feet, distance of 222,50 feet, thence South 68 degrees 10 minutes 57 seconds West 220,47 feet, thence along curve to right, Redius 200 feet, Chord bears South 63,degrees 35 minutes 28 seconds West 119,57 feet, distance of 121,64 feet; thence North 78 degrees 00 minutes 00 seconds:West 235,31 feet, thence along curve to left, Redius 230 feet, Chord bears North 04 degrees 27 minutes 51 seconds East 35,80 feet, distance of 35,84 feet; thence North 63 degrees 10 minutes 65 seconds East 98 feet; thence North 75 degrees 12 minutes 43 seconds East 198 feet; thence North 86 degrees 15 minutes 67 seconds East 196 feet; thence North 67 degrees 09 minutes 43 seconds East 196 feet; thence North 45 degrees 66 minutes 67 seconds East 196 feet; thence North 67 degrees 09 minutes 43 seconds East 196 feet; thence North 45 degrees 68 minutes 67 seconds East 196 feet; thence North 57 degrees 68 minutes 57 seconds East 196 feet; thence North 58 degrees 67 minutes 57 seconds East 35 feet; thence South 78 degrees 44 minutes 37 seconds East 196 feet; thence North 90 degrees 38 minutes 29 seconds East 35 feet; thence East 115 feet to heginning.

Tax Item No. 22-28-201-012

Parcal 3:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Cakland County, Michigan, beginning et point distant South 89 degrees 37 minutes 35 seconds West 1910.48 feet; thence South 89 degrees 27 minutes 35 seconds West 220.59 feet; thence North 646.77 feet; thence East 244.87 feet; thence South 69 degrees 27 minutes 25 seconds West 220.59 feet; thence North 34 degrees 11 minutes 15 seconds East 120 feet; thence South 69 degrees 44 minutes 22 seconds East 55.49 feet; thence North 34 degrees 11 minutes 15 seconds East 120 feet; thence South 79 degrees 23 minutes 33 seconds East 182.79 feet, distance of 183.78 feet; thence North 83 degrees 01 minutes 39 seconds East 69.88 feet; thence stong curve to right, Radius 200 feet, Chord bears South 87 degrees 59 minutes 11 seconds East 62.48 feet, distance of 62.74 feet; thence South 79 degrees 00 minutes 00 seconds East 411.19 feet; thence along curve to left, Radius 260 feet, Chord bears North 83 degrees 35 minutes 29 seconds East 156.58 feet, distance of 158 feet; thence North 68 degrees 10 minutes 57 seconds East 220.47 feet, thence along curve to left, Radius 690 feet, Chord bears North 68 degrees 03 minutes 54 seconds East 242.42 feet, distance of 243.69 feet; thence North 45 degrees 56 minutes 51 seconds East 36.05 feet; thence along curve to right, Radius 200 feet, Chord bears North 68 degrees 15 minutes 51 seconds East 151.81 feet, distance of 155.71 feet; thence South 69 degrees 29 minutes 40 seconds East 277.68 feet; thence South 00 degrees 33 minutes 20 seconds West 903.09 feet to beginning.

Tax Item No. 22-26-201-013

EXHIBIT "A" OF THE MINERAL INTEREST

Attached to and made a part of that Warranty Deed (covering Minerals) dated March	, 2009 from the City of Novi as
grantor to the State of Michigan as grantee.	1

Description of the lands covered (legal description) and the attached boundary map:

[SEE ATTACHED]

containing 40.6 mineral acres or less.

The royalty interest pertains to the following existing mineral lease(s) that transferred to the grantor with acquisition of the mineral rights:

None.

MINERAL ROYALTY INTEREST DEED - REQUIRED CONTENT (Continued)

Exhibit "B" of the Mineral Interest

NONPARTICIPATING ROYALTY PAYMENT TERMS - (Continued)

1. Definitions:

- a. "Gas" means a mixture of hydrocarbons and varying quantities of nonhydrocarbons in a gaseous state
 which may or may not be associated with oil, including those liquids resulting from condensation;
 including, but not limited to, natural gas and casinghead gas.
- b. "Gross Proceeds" means the total moneys and other consideration accruing to an oil and gas Lessee for the disposition of the oil, gas, or plant products produced. Gross proceeds includes, but is not limited to, payments to the Lessee for certain services such as compression, dehydration, measurement, and/or gathering which the Lessee is obligated to perform at no cost to the Nonparticipating Royalty Owner to place lease products in marketable condition. Where lease products are sold to an affiliated person or entity, gross proceeds are equivalent to the gross proceeds derived from, or paid under, comparable arm's-length contracts for purchases, sales, or other dispositions of like-quality lease products from the same field or area. In evaluating the comparability of arm's-length contracts for purposes of this Agreement, the following factors shall be considered: price, time of execution, duration, market or markets served, terms, quality, volume, posted prices, prices received for arm's-length spot sales, other reliable public sources of price or market information, and such other factors as may be appropriate.
- c. "Lease Products" means any leased minerals attributable to, originating from, or allocated to this Lease.
- d. "Marketable Condition" for gas means sufficiently free from impurities, except CO₂, H₂S, and N₂, and otherwise in a condition that it will be accepted by a purchaser under a sales contract typical for the field or area.
- e. "Marketable Condition" for oil means sufficiently free from impurities and otherwise in a condition that it will be accepted by a purchaser under a sales contract typical for the field or area.
- f. "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir, including, but not limited to, oil, casinghead gasoline, drip gasoline and natural gasoline extracted from natural gas.

2. Royalties

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The Nonparticipating Royalty shall be determined and paid as follows:

- a. The Nonparticipating Royalty Owner shall be paid a royalty equal to one-sixth (1/6th) of the gross proceeds of sale of all oil and/or gas produced and saved in any combination from the leased premises as further set forth below.
- b. The lease products shall be placed in marketable condition at no cost to the Nonparticipating Royalty Owner. The value of gross proceeds shall be increased to the extent that the gross proceeds have been reduced because the purchaser, or any other person, is providing certain services the cost of which is the responsibility of the Lessee to place lease products in marketable condition.
- c. At the sole option of the Nonparticipating Royalty Owner, and in lieu of royalty payments upon oil and/or gas produced and saved, the Nonparticipating Royalty Owner shall be delivered the credit free of cost the equal one-sixth (1/6th) part of all oil and/or gas produced and saved under the terms of the Lease to facilities to which the wells may be connected.

(Continued on next page)

MINERAL ROYALTY INTEREST DEED - REQUIRED CONTENT (Continued)

NONPARTICIPATING ROYALTY PAYMENT TERMS - (Continued)

- d. Payments specified must be made on or before the twenty-fifth (25th) day of the first month following oil production sale or the second month following gas and/or plant products sale. Payments made after the due date shall include interest at the rate of 1.5% per month, or at the maximum legal rate, whichever is less, on the amount of royalty unpaid. A full month's interest will be charged for late payments received during any portion of the month in which late payment is received.
- e. Should oil be produced from any well, the gross proceeds of sale of lease products of such oil shall be free to the Nonparticipating Royalty Owner of any cost to whichever point is first encountered: 1) the point of sale to an independent nonaffiliated third party purchaser; or 2) to an affiliated purchaser, provided the sale is at prevailing market rates; or 3) the point of entry into an independent nonaffiliated third party owned pipeline system; or 4) the point of entry into an affiliate-owned pipeline system, provided transportation rates are at prevailing market rates. Upon request by the Nonparticipating Royalty Owner, written justification of charges must be submitted and agreed to in writing by the Nonparticipating Royalty Owner.
- f. Should gas, including casinghead gas, be produced and saved from any well, the gross proceeds of sale of lease products of said gas shall be free to the Nonparticipating Royalty Owner of any cost to whichever point is first encountered: 1) the point of entry into a facility to remove CO₂, H₂S, and N₂ or obtain plant products; or 2) the point of entry into an independent nonaffiliated third party-owned pipeline system; or, 3) the point of entry into a pipeline system owned by a gas distribution company, or any subsidiary of such gas distribution company, which is regulated by the Michigan Public Service Commission; or 4) the point of entry into an affiliated pipeline system, if the rates charged by such pipeline system have been approved by the Michigan Public Service Commission, or if the rates charged are reasonable, as compared to independent pipeline systems, based on such pipeline system's location, distance, cost of service and other pertinent factors. Upon request by the Nonparticipating Royalty Owner, written justification of charges must be submitted and agreed to in writing by the Nonparticipating Royalty Owner.
- g. All royalties accruing to the Nonparticipating Royalty Owner herein shall be without deduction of any costs incurred except as agreed herein. Nonparticipating Royalty Owner's royalty is to be free and clear of all costs, claims, charges and expenses of any nature, including third party post-production costs on or off the premises except as herein provided, and except for the reasonable costs of CO₂, H₂S, and N₂ removal there shall be no deduction for the cost of gathering, separating, dehydrating, compressing or treating the gas to make it marketable. There shall be no deduction for transportation costs prior to entry of gas into a pipeline system as set forth in 2.f. (2) through (4) without the prior written consent of the Nonparticipating Royalty Owner.

As the State of Michigan is not liable for any taxes, no deduction for any taxes may be made in computing the Nonparticipating Royalty to the State.

The Gran	tor Cit	y of Novi,	a Michigan	municipal	corporation,	whose addre	ess is 45175	i West Ten	Mile Road,	Novi, N	Aichigan
48375							~,				~

conveys and warrants to the STATE OF MICHIGAN

whose street number and post office address is Post Office Box 30448, Lansing, Michigan 48909-7948

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

See attached legal description, incorporated herein by this reference.

SUBJECT-TO easements and building and use restrictions of record:

GRANTOR CONVEYS a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the minerals rights described in Exhibit A. This conveyed royalty shall be determined and paid pursuant to the terms specified in Exhibit B.

The terms of this conveyance shall extend to the heirs, executors, administrators, successors, and assigns of the parties hereto.

Tax ID No. 22-25-301-024

For and in consideration of One Dollar (\$1.00) and no other consideration.

This instrument is exempt from County transfer tax pursuant to MCL 207.505(h) and from State transfer tax pursuant to MCL 207.526(h(i)).

Dated this __ day of March, 2009.

[Signatures on Next Page]

Signed in the presence of:	Signed l	Signed by: City of Novi		
Print Name:				
	By: Da	vid B. Landry		
	Its: Ma	yor		
Print Name:				
	By: Ma	ryanne Cornelius		
	Its: Cle	rk		
STATE OF MICHIGAN}				
}ss				
COUNTY OF Oakland }				
Cornelius, Mayor and Clerk, respectively, of the		A CONTRACTOR OF THE PROPERTY O		
	Notary Pub	olic, County, Michigan		
• •	Acting in	County, Michigan ssion expires:		
	·			
When Recorded Return To:	Send Subsequent Tax Bills To	o: Drafted By:		
Grants Management	Grantor	Thomas R. Schultz, Esq.		
Michigan Department of Natural Resources		Business Address:		
P.O. Box 30425		30903 Northwestern Highway		
Lansing, MI 48909-7925		P.O. Box 3040 Farmington Hills, MI 48333		
PARCEL ID#s: 22-25-301-024				
	Recording Fee \$	Ī		

The land referred to in this report is described as follows:

City of Novi

Part of the Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Cakland County, Michigan, described as: Beginning at the West 1/4 corner of said Section 25; thence North 66 degrees 48 minutes 17 seconds East along the East and West 1/4 line 888.00 feet; thence North 41 degrees 34 minutes 33 seconds East 28.93 feet; thence North 76 degrees 59 minutes 17 seconds East 8.76 feet; thence South 91 degrees 19 minutes 43 seconds East 207.96 feet; thence South 30 degrees 10 minutes 59 seconds West along the West line of Hastherwood Subdivision, as recorded in Liber 131, Pages 26 through 34 of Plats, Oekland County Records, 208.41 feet; thence South 50 degrees 57 minutes 53 seconds West along the Northwesterly line of said subdivision 946.18 feet; thence South 89 degrees 39 minutes 10 seconds West along the North line of said aubdivision 20.00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said seconds West 195.00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said Section 25, 735.14 feet to the point of beginning, EXCEPT the West 60.00 feet taken for road purposes.

Re: Vacant Tex item No. 22-25-301-024

EXHIBIT "A" OF THE MINERAL INTEREST

	Attached to and made a part of that Warranty Deed (covering Minerals) dated March, 2009 from the City of Novi as grantor to the State of Michigan as grantee.
	Description of the lands covered (legal description) and the attached boundary map:
	[SEE ATTACHED]
-	containing 14.07 mineral acres or less. The royalty interest pertains to the following existing mineral lease(s) that transferred to the grantor with acquisition of the mineral rights:
	None.

MINERAL ROYALTY INTEREST DEED - REQUIRED CONTENT (Continued)

Exhibit "B" of the Mineral Interest

NONPARTICIPATING ROYALTY PAYMENT TERMS - (Continued)

1. Definitions:

- a. "Gas" means a mixture of hydrocarbons and varying quantities of nonhydrocarbons in a gaseous state which may or may not be associated with oil, including those liquids resulting from condensation; including, but not limited to, natural gas and casinghead gas.
- b. "Gross Proceeds" means the total moneys and other consideration accruing to an oil and gas Lessee for the disposition of the oil, gas, or plant products produced. Gross proceeds includes, but is not limited to, payments-to-the-Lessee-for-certain-services-such-as-compression, dehydration, measurement, and/or gathering which the Lessee is obligated to perform at no cost to the Nonparticipating Royalty Owner to place lease products in marketable condition. Where lease products are sold to an affiliated person or entity, gross proceeds are equivalent to the gross proceeds derived from, or paid under, comparable arm's-length contracts for purchases, sales, or other dispositions of like-quality lease products from the same-field or area. In evaluating the comparability of arm's-length contracts for purposes of this Agreement, the following factors shall be considered: price, time of execution, duration, market or markets served, terms, quality, volume, posted prices, prices received for arm's-length spot sales, other reliable public sources of price or market information, and such other factors as may be appropriate.
- c. "Lease Products" means any leased minerals attributable to, originating from, or allocated to this Lease.
- d. "Marketable Condition" for gas means sufficiently free from impurities, except CO₂, H₂S, and N₂, and otherwise in a condition that it will be accepted by a purchaser under a sales contract typical for the field or area.
- e. "Marketable Condition" for oil means sufficiently free from impurities and otherwise in a condition that it will be accepted by a purchaser under a sales contract typical for the field or area.
- f. "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir, including, but not limited to, oil, casinghead gasoline, drip gasoline and natural gasoline extracted from natural gas.

· 2. Royalties

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- a. The Nonparticipating Royalty Owner shall be paid a royalty equal to one-sixth (1/6th) of the gross proceeds of sale of all oil and/or gas produced and saved in any combination from the leased premises as further set forth below.
- b. The lease products shall be placed in marketable condition at no cost to the Nonparticipating Royalty Owner. The value of gross proceeds shall be increased to the extent that the gross proceeds have been reduced because the purchaser, or any other person, is providing certain services the cost of which is the responsibility of the Lessee to place lease products in marketable condition.
- c. At the sole option of the Nonparticipating Royalty Owner, and in lieu of royalty payments upon oil and/or gas produced and saved, the Nonparticipating Royalty Owner shall be delivered the credit free of cost the equal one-sixth (1/6th) part of all oil and/or gas produced and saved under the terms of the Lease to facilities to which the wells may be connected.

(Continued on next page)

MINERAL ROYALTY INTEREST DEED - REQUIRED CONTENT (Continued)

NONPARTICIPATING ROYALTY PAYMENT TERMS - (Continued)

- d. Payments specified must be made on or before the twenty-fifth (25th) day of the first month following oil production sale or the second month following gas and/or plant products sale. Payments made after the due date shall include interest at the rate of 1.5% per month, or at the maximum legal rate, whichever is less, on the amount of royalty unpaid. A full month's interest will be charged for late payments received during any portion of the month in which late payment is received.
- e. Should oil be produced from any well, the gross proceeds of sale of lease products of such oil shall be free to the Nonparticipating Royalty Owner of any cost to whichever point is first encountered: 1) the point of sale to an independent nonaffiliated third party purchaser; or 2) to an affiliated purchaser, provided the sale is at prevailing market rates; or 3) the point of entry into an independent nonaffiliated third party owned pipeline system; or 4) the point of entry into an affiliate-owned pipeline system, provided transportation rates are at prevailing market rates. Upon request by the Nonparticipating Royalty Owner, written justification of charges must be submitted and agreed to in writing by the Nonparticipating Royalty Owner.
- f. Should gas, including casinghead gas, be produced and saved from any well, the gross proceeds of sale of lease products of said gas shall be free to the Nonparticipating Royalty Owner of any cost to whichever point is first encountered: 1) the point of entry into a facility to remove CO₂, H₂S, and N₂ or obtain plant products; or 2) the point of entry into an independent nonaffiliated third party-owned pipeline system; or 3) the point of entry into an independent nonaffiliated third party-owned pipeline system; or 3) the point of entry into an affiliated by the Michigan Public Service Commission; or 4) the point of entry into an affiliated pipeline system, if the rates charged by such pipeline system have been approved by the Michigan Public Service Commission, or if the rates charged are reasonable, as compared to independent pipeline systems, based on such pipeline system's location, distance, cost of service and other pertinent factors. Upon request by the Nonparticipating Royalty Owner, written justification of charges must be submitted and agreed to in writing by the Nonparticipating Royalty Owner.
- g. All royalties accruing to the Nonparticipating Royalty Owner herein shall be without deduction of any costs incurred except as agreed herein. Nonparticipating Royalty Owner's royalty is to be free and clear of all costs, claims, charges and expenses of any nature, including third party post-production costs on or off the premises except as herein provided, and except for the reasonable costs of CO₂, H₂S, and N₂ removal there shall be no deduction for the cost of gathering, separating, dehydrating, compressing or treating the gas to make it marketable. There shall be no deduction for transportation costs prior to entry of gas into a pipeline system as set forth in 2.f. (2) through (4) without the prior written consent of the Nonparticipating Royalty Owner.

As the State of Michigan is not liable for any taxes, no deduction for any taxes may be made in computing the Nonparticipating Royalty to the State.

EXHIBIT F

A Title Insurance Agency 42851 Woodward Ave Bioomfield Hitts, MI 48304 (248) 338-7135 FAX NO. (248) 338-3048

Record Search furnished to: City of Newl 45175 West Yes Mile Rd. Novi. MJ 48375 Kathy Smith-Roy

Revised File No. S-361148-125 SU

TITLE INFORMATION REPORT

DESCRIPTION OF REAL ESTATE

Situated in City of Novi, Oakland County, Michigan

SEE COMPLETE LEGAL DESCRIPTION ATTACHED

Re: Vacant

Tax item No. 22-25-301-024

Owner(s): Kenneth W. Lerg and William L. Roskelly

- Possible interest of the spouse of Kurt W. Roskelly, who did not join in the execution of the Quit Claim Dead dated June 22, 2000 and recorded September 5, 2002 in Liber 28483, Page 752, Oakland County 1. Records.
- Interest of Bresult Construction, Inc. as disclosed by Affidavit of Interest recorded May 22, 2004 in Liber 33162, Page 795, Oakland County Records. 2.
- Rights of the public or any governmental unit in any part of captioned land taken, used, dedicated or . 3, deeded for road purposes.
- Easement for sanitary sewer purposes granted to Oakland county Department of Public Works as set forth in Liber 4391, on Page 594, Oakland County Records. 4.
- Right-of-Way granted to Consumers Power Company as recorded in Liber 4944 on Page 619, Oakland 6. County Records.
- Subject to the existing storm drains and storm drainage facilities and subject to the rights, if any, of 6. riperien owners and the public to use the surface, subsurface and bed of Village Wood Lake for purposes: of navigation and recreation; and subject to any park or recreational use or rights of the public or any adjoining subdivision in or to any part of said premises, as reserved in deed recorded in Liber 8237, Page 195, Oskiand County Records.
- 7. Drainaga Easement in favor of the City of Novi as set forth in Liber 19754, on Page 397, Oakland County Records.
- 8, Oralnage Easement in favor of the City of Novi as set forth in Liber 19754, on Page 399, Oakland County
- Taxes and special assessments which constitute a tien on the Land at date of commitment/policy, but ۵. which are not yet due and payable.
- The Company assumes no liability for tex increases occasioned by retroactive revaluation, changes in the 10. land usage or loss of any homestead exemption for the insured premises.
- TAXES: 11.

2007 July Tax - Peld \$5,477.22

2007 December Tex - Paid \$1,864.70

Special Assessments - None.

Note: The above amounts are base amounts only and do not include any penalties, interest or administration fees that may be charged.

Continued

This information compiled as of an effective date of April 7, 2008 at 8:00 A.M.

NOTE: "In consideration of the reduced rate at which this report is furnished, it is understood that the information contained herein is only such as may be obtained in the office of the County Register of Deeds. It is understood that any liability for correctness or incorrectness of information furnished herein is limited to the amount paid for this report.

The information contained herein should not be used for due diligence inquiry under CERCLA or other federal or state environmental

incisiation.

April 10, 2008

Examined By: Elie Kaplan

The land referred to in this report is described as follows:

City of Novi

Part of the Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at the West 1/4 corner of said Section 25; thence North 88 degrees 48 minutes 17 seconds East along the East and West 1/4 line 688,00 feet; thence North 41 degrees 34 minutes 33 seconds East 28,93 feet; thence North 78 degrees 59 minutes 17 seconds East 141,43 feet; thence North 70 degrees 16 minutes 17 seconds East 8,78 feet; thence South 01 degrees 11 minutes 43 seconds East 207,98 feet; thence South 30 degrees 10 minutes 59 seconds West along the West line of Heatherwood Subdivision, as recorded in Liber 131, Pages 26 through 34 of Plata, Cakland County Records, 208,41 feet; thence South 50 degrees 57 minutes 53 seconds West along the North line of said subdivision 946,18 feet; thence South 50 degrees 39 minutes 10 seconds West along the North line of said aubdivision 20,00 feet; thence North 50 degrees 20 minutes 50 seconds West 180,00 feet; thence South 89 degrees 39 minutes 10 seconds West 195,00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said Section 25, 735,14 feet to the point of beginning, EXCEPT the West 60,00 feet taken for road purposes.

Re: Vacant Tex Item No. 22-25-301-024 A Title Insurance Agency 42651 Woodward Ave Bloomfield Hills, ¥I 48364 (248) 338-755 FAX NO. (248) 338-3648

Record Search furnished to: Secreat, Wards et al 30903 N.W. Highway Farmington Hills, Mi 48334 Elizabeth M. Kudis Ravised File No. 351149-125 LT

TITLE INFORMATION REPORT

DESCRIPTION OF REAL ESTATE

Situated in City of Novi, Oakland County, Michigan

SEE COMPLETE LEGAL DESCRIPTION ATTACHED

Tax Item No. SEE LEGAL FOR TAX ITEM NO.'S

Owner(a): Mirage Development L.L.C., a Limited Liability Company

- Mortgage for the sum of \$3,480,000.00, executed by Mirage Development L.L.C., a Limited Liability Company to Fifth Third Bank (Eastern Michigan), dated April 18, 2003 and recorded May 21, 2003 in Liber 29273, on Page 87, Oakland County Records.
- Rights of the public or any governmental unit is any part of captioned land taken, used, dedicated or deeded for road purposes.
- 3. Essement-granted to Village of Novi for senitary sewer as recorded in Liber 4972; Page 311; Oakland County Records.
 - Easement granted to Villege of Novi for atom water drainage as recorded in Liber 5432, Page 310, Cekland County Records.
 - Essement granted to the County of Oaldand for sentiary sewer as recorded in Liber 5528, Page 245, Oaldand County Records.
 - 6. Storm Water Essement as recorded in Liber 5845, Page 504, Oakland County Records.
 - Easement granted to City of Novi for water main as recorded in Liber 10325, Page 763, Oakland County Records, and as further avidenced by Bill of Sale recorded in Liber 12761, Page 762, Oakland County Records.
 - B. Drainage Easements in favor of the City of Novi as recorded in Liber 21815, Page 92, Oakland County Records and in Liber 11521, Page 582, Oakland County Records.
 - Temporary Construction Easement in favor of the City of Novi as recorded in Liber 21815, Page 94,

 Oakland County Records.
 - 10. Interest of tenents in possession.
 - 11. Conservation Essement recorded in Liber 34598, Page 597, Oakland County Records.
 - 12. Conservation and Preservation Essement recorded in Liber 35016, Page 372, Oakland County Records.
 - 13. Texes and special assessments which constitute a lien on the Land at date of commitment/policy, but which are not yet due and psyable.
 - 14. The Company essumes no flability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption for the insured premises.

Continued

This information complied as of an effective date of April 7.2008 at 5:00 A.M.

NOTE: "In consideration of the reduced rate at which this report is fundament, it is understood that the information contained herein is only such as may be obtained in the onice of the County Register of Deeds. It is understood that any liability for correctness or incorrectness of information furnished herein is limited to the amount paid for this report.

The information contained herein should not be used for the diligence inquiry under CERCLA or other federal or size environmental

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Examined By: Ella Kaplan

April 11, 2008

The land referred to in this report is described as follows:

City of Nov

Percel 1:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Cakland County, Michigan, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1168.85 feet and West 80 feet and South 00 degrees 33 minutes 20 seconds West 294.15 feet and North 89 degrees 28 minutes 40 seconds West 277.68 feet and South 68 degrees 16 minutes 64 seconds West 177.35 feet and South 45 degrees 58 minutes 51 seconds West 38.05 feet and South 68 degrees 03 minutes 54 seconds West 220.47 feet and South 68 degrees 00 minutes 57 seconds West 220.47 feet and South 68 degrees 05 minutes 59 seconds West 119.87 feet and North 79 degrees 00 minutes 00 seconds West 225.38 feet from East 1/4 comer; thence North 79 degrees 00 minutes 00 seconds West 115.82 feet, thence along curve to left. Radius 280 feet, Chord bears North 87 degrees 59 minutes 11 seconds West 81.22 feet, distance of 81.56 feet, finence South 83 degrees 01 minutes 39 seconds West 88.88 feet; thence along curve to right, Radius 200 feet, Chord bears North 78 degrees 02 minutes 02 seconds West 129.82 feet, distance of 152.22 feet, thence North 36 degrees 04 degrees 34 minutes 40 seconds East 77.32 feet; thence North 26 degrees 10 minutes 27 seconds East 51.76 feet; thence East 107.80 feet; thence South 281.27 feet; thence East 110.02 feet; thence slong curve to right, Radius 170 feet, Chord bears South 04 degrees 05 minutes 54 seconds West 24.30 feet, distance of 24.32 feet to beginning.

Tax item No. 22-28-201-011

Parcel 2:

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, Section 28, beginning at point distant North 60 degrees 33 minutes 20 seconds East 1/4 corner; thence South 00 degrees 33 minutes 20 seconds West 204.15 feet; thence stong curve to left, Radius 280 feet, Chord bears South 68 degrees 26 minutes 66 seconds West 277.88 feet; thence stong curve to left, Radius 280 feet, Chord bears South 68 degrees 15 minutes 66 seconds West 197.35 feet, distance of 202.42 feet; thence South 45 degrees 56 minutes 51 seconds West 221.34 feet, distance of 222.50 feet; thence South 68 degrees 10 minutes 57 seconds West 220.47 feet; thence along curve to right, Radius 200 feet, Chord bears South 68 degrees 35 minutes 28 seconds:West 198.67 feet; distance of 198.57 feet; thence stong curve to left, Radius 200 feet, Chord bears South 63 degrees 35 minutes 28 seconds:West 198.67 feet; distance of 198.57 feet; thence stong curve to left, Radius 230 feet, Chord bears North 78 degrees 7 minutes 51 seconds East 98 feet; thence North 76 degrees 12 minutes 43 seconds East 198 feet; thence North 68 degrees 57 minutes 57 seconds East 198 feet; thence North 75 degrees 12 minutes 43 seconds East 198 feet; thence North 68 degrees 69 minutes 61 seconds East 198 feet; thence North 57 degrees 69 minutes 11 seconds East 198 feet; thence North 45 degrees 60 minutes 61 seconds East 198 feet; thence North 76 degrees 69 minutes 61 seconds East 198 feet; thence North 76 degrees 69 minutes 61 seconds East 198 feet; thence North 68 degrees 69 minutes 61 seconds East 198 feet; thence North 76 degrees 69 minutes 11 seconds East 198 feet; thence North 76 degrees 69 minutes 61 seconds East 198 feet; thence Routh 76 degrees 69 minutes 61 seconds East 198 feet; thence Routh 76 degrees 69 minutes 61 seconds East 198 feet; thence Routh 76 degrees 69 minutes 61 seconds East 198 feet; thence Routh 76 degrees 69 minutes 61 seconds East 198 feet; thence 80 minutes 61 seconds East 198 feet; thence 80 minutes 61 seconds East 198 feet; thence 80 minutes 61 seco

Tax Itam No. 22-26-201-012

Parcel 3:

Part of Northeast 1/4 of Section 28, Town 1 North, Rangs 8 East, City of Novi, Oakland County, Michigan, beginning at point distant South 89 degrees 37 minutes 35 seconds West 1910/48 feet; thence South 89 degrees 27 minutes 35 seconds West 1910/48 feet; thence South 89 degrees 27 minutes 35 seconds West 220.59 feet; thence North 84 degrees 11 minutes 22 seconds East 55.49 feet; thence North 34 degrees 11 minutes 15 seconds East 120 feet; thence South 69 degrees 48 minutes 45 seconds East 24.77 feet; thence along curve to left, Radius 280 feet, Chord bears South 78 degrees 23 minutes 33 seconds East 182.79 feet, distance of 185.78 feet; thence North 83 degrees 01 minutes 39 seconds East 69.83 feet; thence along curve to right, Radius 200 feet, Chord bears South 67 degrees 59 minutes 11 seconds East 62.48 feet, distance of 82.74 feet; thence South 79 degrees 05 minutes 00 seconds East 411.19 feet; thence along curve to left, Radius 260 feet, Chord bears North 83 degrees 35 minutes 29 seconds East 155.58 feet, distance of 185 feet; thence North 86 degrees 10 minutes 57 seconds East 220.47 feet; thence along curve to left, Radius 690 feet, Chord bears North 58 degrees 03 minutes 54 seconds East 242.42 feet, distance of 243.69 feet; thence North 46 degrees 56 minutes 51 seconds East 36.05 feet; thence along curve to right, Radius 200 feet, Chord bears North 68 degrees 28 minutes 40 seconds East 277.68 feet; thence South 00 degrees 33 minutes 20 seconds West 903.09 feet to beginning.

Tex Item No. 22-26-201-013

16. TAXES:

Tax ilem No. 22-28-201-011

2007 July Tex - EXEMPT

2007 December Tex - EXEMPT

Special Assessments - None.

Note: The above amounts are base amounts only and do not include any penalties, interest or administration fees that may be charged.

Tax Item No. 22-28-201-012

2007 July Tax - EXEMPT

2007 December Tex - EXEMPT

Special Assessments - None,

Note: The above amounts are base amounts only and do not include any penalties, interest or administration fees that may be charged.

Tex item No. 22-26-201-013

2007 July Tax - EXEMPT

2007 December Tax - EXEMPT

Special Assessments - Nons.

Note: The above emounts are base amounts only and do not include any penalties, interest or administration fees that may be charged.