



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

Agenda Item 5
July 2, 2007

SUBJECT:

Consideration of adoption of Resolutions Concerning the Acquisition of Property and Approving Declaration of Necessity and Taking for utility easements in connection with the Pontiac Trail Water Main Improvements, between Beck Road and West Park Drive (22-04-200-009, \$21,840; 22-04-100-010, \$2,642; 22-04-100-034, \$32,772; 22-04-200-013, \$2,520; 22-03-101-010, \$9,100)

SUBMITTING DEPARTMENT: City Manager

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	N/A
AMOUNT BUDGETED	N/A
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	N/A

BACKGROUND INFORMATION:

The City is in the process of acquiring easements necessary to install a water main along Pontiac Trail between Beck Road and West Park Drive. The City has prepared engineering plans for the project. An aerial photograph showing the proposed route of the improvements is attached. The purpose of the project is to fill gaps in the water system on the south side of Pontiac Trail and to loop the system back to the Beck North development. The project is important because it provides for improved water pressure and brings several Novi residents into the system that are currently purchasing water through adjacent communities or have private wells.

The design for the project was prepared by Fishbeck, Thompson, Carr & Huber in accordance with a contract awarded by City Council on February 21, 2006. The design of the project changed several times during the process. Based upon the final design, easements were required over five properties. The LaSalle Bank property donated the easement pursuant to the City's request. The remaining four properties have not agreed to grant the easement rights without compensation. The Kayne property (Novi Square Retail Center) has an obligation to connect to the system, but is concerned about the cost of doing so. As a result, we have not yet reached an agreement with regard to the provision of an easement.

The Portsmouth and Springs Apartments parcels are similarly concerned about connection fees. While at one point the City did have the language of the necessary easements worked out with the owners of the apartments, the easements remain unsigned. The final parcel, Waterview Apartments, has indicated that just compensation will be required.

The City retained an appraiser with regard to all of the above properties except the Novi Square parcel, which was evaluated in-house by the City Assessor (the easement is somewhat smaller and the expected compensation substantially less than the others).

Attached are proposed Resolutions Concerning the Acquisition of Property and Approving Declaration of Necessity and Taking in connection with the above-referenced parcels. Based upon

these resolutions, a formal written good faith offer will be submitted to each of the property owners. Should the City and the owners reach agreement based upon the offers, we would proceed to finalize the acquisition. If, however, the offer is not accepted, the attached resolutions authorize the City Manager and City Attorney to undertake whatever actions are necessary to acquire the property formally by eminent domain.

RECOMMENDED ACTION

Consider adoption of Resolutions Concerning the Acquisition of Property and Approving Declaration of Necessity and Taking for utility easements in connection with the Pontiac Trail Water Main Improvements, between Beck Road and West Park Drive (22-04-200-009, \$21,840; 22-04-100-010, \$2,642; 22-04-100-034, \$32,772; 22-04-200-013, \$2,520; 22-03-101-010, \$9,100)

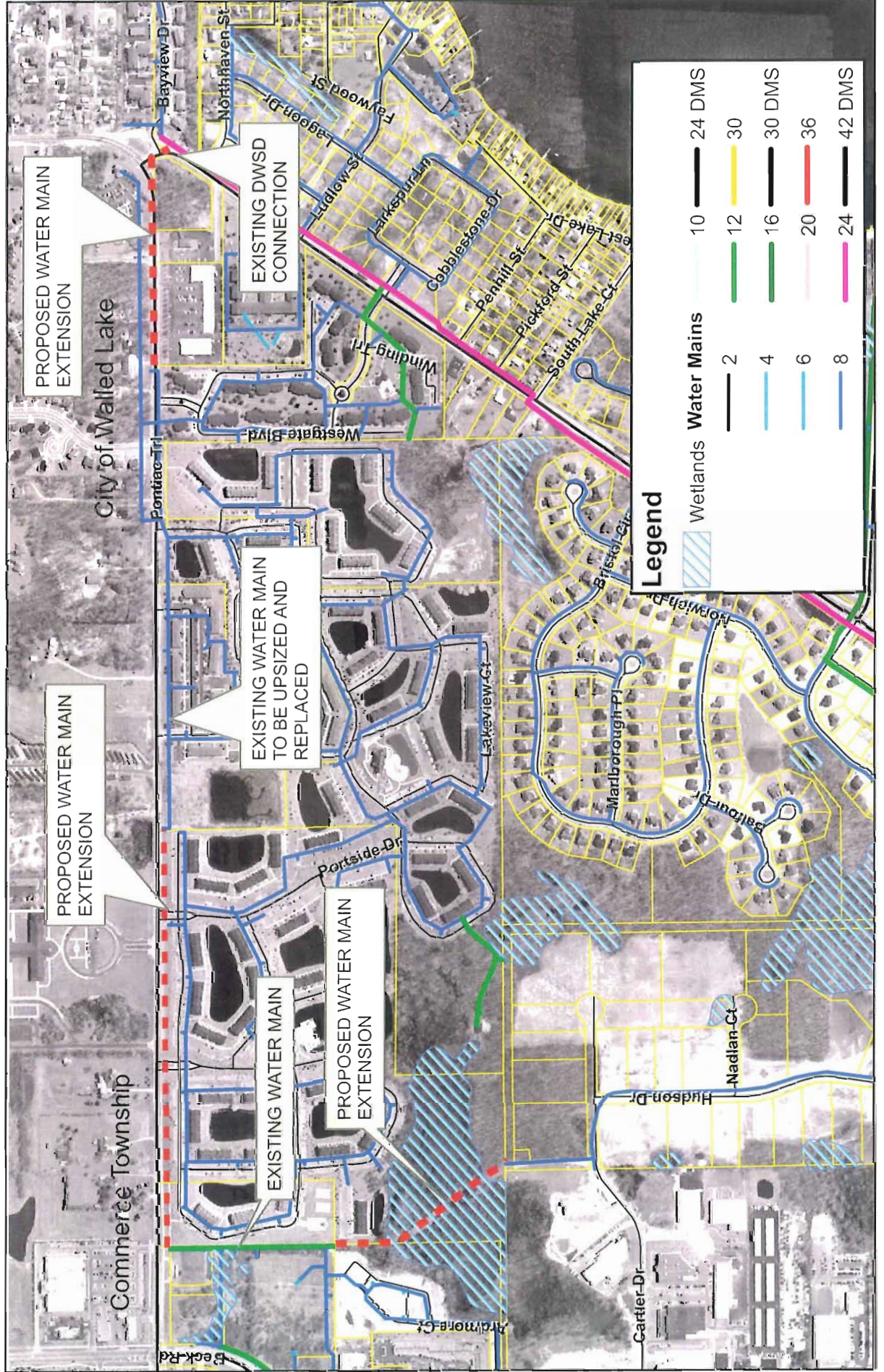
	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				



PROJECT LOCATION

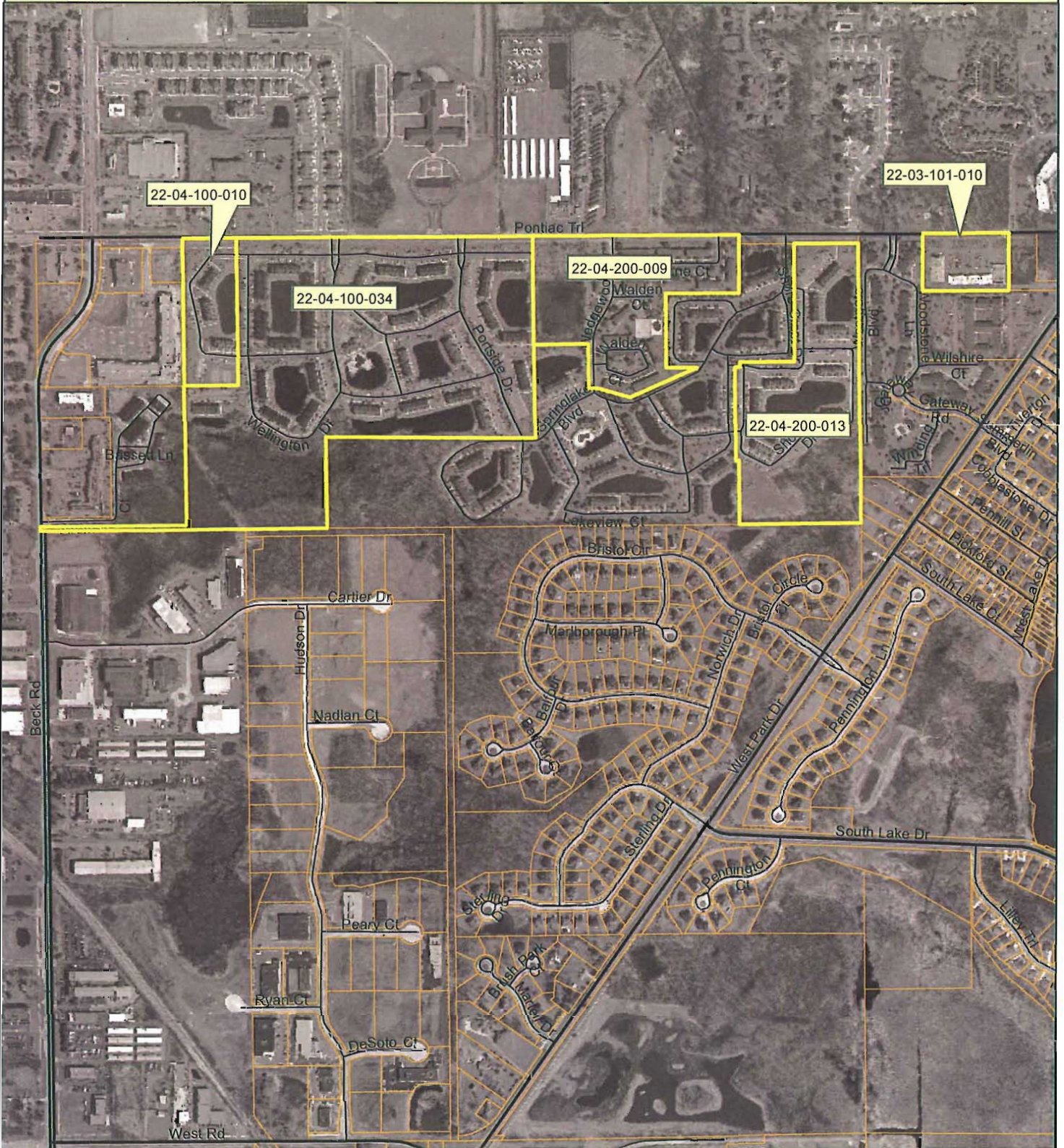
PONTIAC TRAIL WATER MAIN EXTENSION



Selected Properties Along Pontiac Trail

Parcel ID's 22-04-200-009, 22-04-100-101, 22-04-100-034,
22-04-200-013, 22-03-101-010

Map Publication Date: June 28, 2007



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



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

**RESOLUTION CONCERNING THE ACQUISITION
OF EASEMENTS AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi,
County of Oakland, Michigan, held in the City Hall in said City on _____, 2007,
at _____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the acquisition of an easement for the purpose of extending public water service along a main thoroughfare in the City, consistent with the City's utilities plans, in order to provide service to property within the City of Novi, and a loop connection to existing utilities, and to conduct work therefor in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit: Parcel No. **22-04-100-034** and more specifically described as and depicted on the attached Exhibit A:

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 33 MINUTES 26 SECONDS EAST 360.45 FEET AND SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 940.80 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 563.75 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 58 SECONDS WEST 1886.39 FEET; THENCE NORTH 89

DEGREES 39 MINUTES 28 SECONDS WEST 1863.29 FEET; THENCE NORTH 30.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 28 SECONDS EAST 948.21 FEET; THENCE NORTH 905.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 28 SECONDS EAST 352.99 FEET; THENCE NORTH 954.64 FEET TO THE POINT OF BEGINNING, ALSO PART OF THE NORTH 1/2 OF SECTION 4 DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 1869.12 FEET FROM THE NORTHWEST SECTION CORNER; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 1353.66 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 1287 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 1353.66 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS WEST 1287 FEET TO THE POINT OF BEGINNING.

WHEREAS, proposed plans showing said improvements have been prepared; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire easements over, under, through that portion of the above-described real estate described as follows and depicted in the attached Exhibit B:

- A) Water System Easement to construct, operate, maintain and repair a water main in, over, upon, and through the location described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE SOUTH 01°09'42" EAST 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°30'00" EAST 1921.05 FEET; THENCE SOUTH 01°09'34" EAST 22.00 FEET; THENCE SOUTH 89°30'00" WEST 337.00 FEET; THENCE NORTH 45°30'51" WEST 9.90 FEET; THENCE SOUTH 89°30'00" WEST 372.50 FEET; THENCE SOUTH 44°29'09" WEST 9.90 FEET; THENCE SOUTH 89°30'00" WEST 827.20 FEET; THENCE NORTH 45°30'51" WEST 25.46 FEET; THENCE SOUTH 89°30'00" WEST 352.55 FEET; THENCE NORTH 01°09'42" WEST 4.00 FEET TO THE POINT OF BEGINNING.

ALSO, A 15 FOOT WIDE EASEMENT, 7.5 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE NORTH 89°30'00" EAST 1710.79 FEET; THENCE NORTH 89°30'00" EAST 210.26 FEET; THENCE SOUTH 01°09'34" EAST 1308.73 FEET; THENCE NORTH 89°55'43" WEST 1358.75 FEET; THENCE SOUTH 01°05'33" EAST 591.84 FEET; THENCE SOUTH 89°11'58" WEST 500.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°23'08" WEST 706.62 FEET; THENCE NORTH 01°09'42" WEST 346.33 FEET TO THE POINT OF ENDING. SAID 15 FEET WIDE EASEMENT IS ADJACENT TO AND EASTERLY OF SANITARY EASEMENT IN LIBER 18142, PAGE 366, OAKLAND COUNTY RECORDS.

B) A Temporary Construction Easement including the right to move men and equipment on and through, the right to store materials and excavated dirt the right to remove vegetation in, over, upon and through the location described as follows:

A 10 FOOT WIDE EASEMENT, 5 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE NORTH 89°30'00" EAST 1710.79 FEET; THENCE NORTH 89°30'00" EAST 210.26 FEET; THENCE SOUTH 01°09'34" EAST 1308.73 FEET; THENCE NORTH 89°55'43" WEST 1358.75 FEET; THENCE SOUTH 01°05'33" EAST 591.84 FEET; THENCE SOUTH 89°11'58" WEST 485.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°23'08" WEST 711.19 FEET; THENCE NORTH 01°09'42" WEST 342.55 FEET TO THE POINT OF ENDING.

SAID TEMPORARY EASEMENT CONTAINS 0.24 ACRES, MORE OR LESS.

hereinafter referred to as the "Easement Areas";

WHEREAS, the City has caused the value of the subject property to be determined;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase an easement in, over, upon and through the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property interests for the purposes of constructing the improvements for the reasons stated above;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a water main along Pontiac Trail and to acquire property rights for the purpose of extending public water service to property owned and controlled by the City of Novi and to conduct work therefor in, over, upon and through the Easement Areas in accordance with the plans prepared by the City Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase easements, a copy of which is attached hereto as Exhibit C, calling for the payment of Thirty-Two Thousand Seven Hundred Seventy-Two Dollars (\$32,772.00) for the easement acquisition. The above amount has been established as just compensation for the acquisition of the easements.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the owners of the Property fail to accept the good faith offer within ten (10) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto as Exhibit D;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain easements in, over, upon, and through the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City Finance Director is authorized and directed to place an amount equal to the amount contained in the good faith Offer that was made to the

property owners (\$32,772.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this _____ day of _____, 2007.

MARYANNE CORNELIUS, CITY CLERK

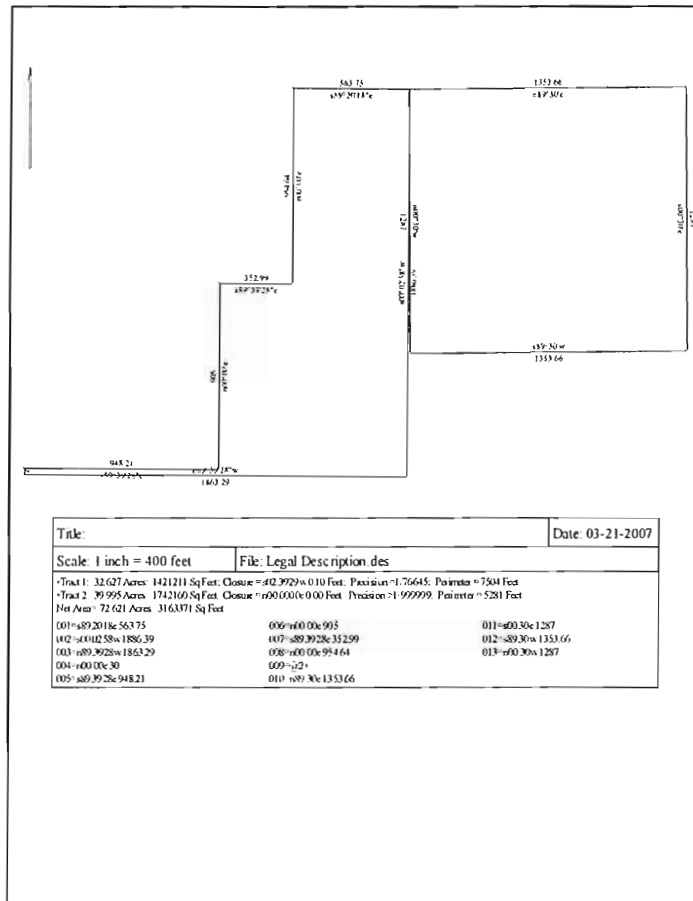
PROPERTY DESCRIPTION

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

City of Novi

Part of the Northwest fractional 1/4 of Section 4, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant South 89 degrees 33 minutes 26 seconds East 360.45 feet and South 89 degrees 20 minutes 18 seconds East 940.80 feet from the Northwest section corner; thence South 89 degrees 20 minutes 18 seconds East 563.75 feet; thence South 00 degrees 02 minutes 58 seconds West 1886.39 feet; thence North 89 degrees 39 minutes 28 seconds West 1863.29 feet; thence North 30.00 feet; thence South 89 degrees 39 minutes 28 seconds East 948.21 feet; thence North 905.00 feet; thence South 89 degrees 39 minutes 28 seconds East 352.99 feet; thence North 954.64 feet to the point of beginning, ALSO part of the the North 1/2 of Section 4 described as beginning at a point distant North 89 degrees 30 minutes 00 seconds East 1869.12 feet from the Northwest section corner; thence North 89 degrees 30 minutes 00 seconds East 1353.66 feet; thence South 00 degrees 30 minutes 00 seconds East 1287 feet; thence South 89 degrees 30 minutes 00 seconds West 1353.66 feet; thence North 00 degrees 30 minutes 00 seconds West 1287 feet to the point of beginning.

Tax Item No. 22-04-100-034



EASEMENT

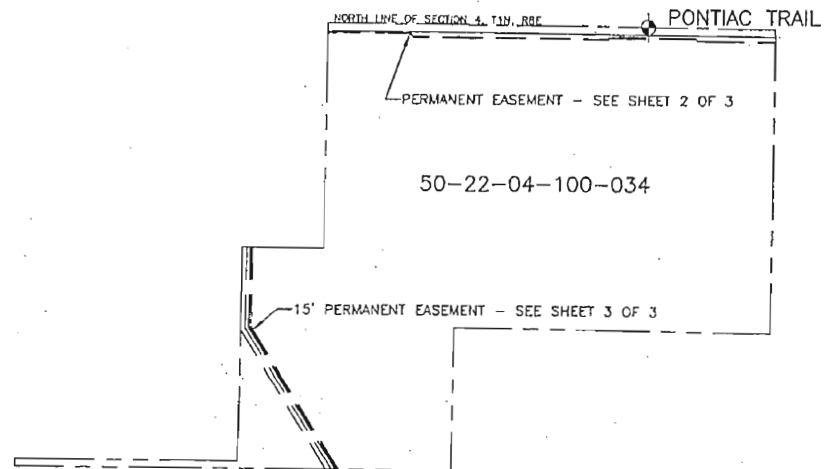
PERMANENT EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR WATERMAIN DESCRIBED AS:

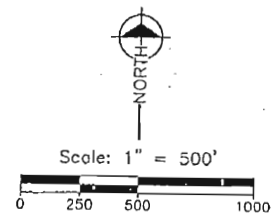
COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE SOUTH 01°09'42" EAST 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°30'00" EAST 1921.05 FEET; THENCE SOUTH 01°09'34" EAST 22.00 FEET; THENCE SOUTH 89°30'00" WEST 337.00 FEET; THENCE NORTH 45°30'51" WEST 9.90 FEET; THENCE SOUTH 89°30'00" WEST 372.50 FEET; THENCE SOUTH 44°29'09" WEST 9.90 FEET; THENCE SOUTH 89°30'00" WEST 827.20 FEET; THENCE NORTH 45°30'51" WEST 25.46 FEET; THENCE SOUTH 89°30'00" WEST 352.55 FEET; THENCE NORTH 01°09'42" WEST 4.00 FEET TO THE POINT OF BEGINNING.

ALSO, A 15 FOOT WIDE EASEMENT, 7.5 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE NORTH 89°30'00" EAST 1710.79 FEET; THENCE NORTH 89°30'00" EAST 210.26 FEET; THENCE SOUTH 01°09'34" EAST 1308.73 FEET; THENCE NORTH 89°55'43" WEST 1358.75 FEET; THENCE SOUTH 01°05'33" EAST 591.84 FEET; THENCE SOUTH 89°11'58" WEST 500.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°23'08" WEST 705.62 FEET; THENCE NORTH 01°09'42" WEST 346.33 FEET TO THE POINT OF ENDING. SAID 15 FEET WIDE EASEMENT IS ADJACENT TO AND EASTERLY OF SANITARY EASEMENT IN LIBER 18142, PAGE 366, OAKLAND COUNTY RECORDS.

SAID PERMANENT EASEMENT CONTAINS 1.12 ACRES, MORE OR LESS.



Michelle Nitengale



**EXHIBIT B
PONTIAC TRAIL WATERMAIN**

10/24/06

	engineers scientists architects constructors	City of Novi Oakland County, Michigan		PROJECT NO. G06201CD FIGURE NO. 1 of 3
		Easement Parcel No. 50-22-04-100-034		

EASEMENT

TEMPORARY EASEMENT DESCRIPTION:

A TEMPORARY EASEMENT FOR WATERMAIN CONSTRUCTION DESCRIBED AS:

A 10 FOOT WIDE EASEMENT, 5 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE NORTH 89°30'00" EAST 1710.79 FEET; THENCE NORTH 89°30'00" EAST 210.26 FEET; THENCE SOUTH 01°09'34" EAST 1308.73 FEET; THENCE NORTH 89°55'43" WEST 1358.75 FEET; THENCE SOUTH 01°05'33" EAST 591.84 FEET; THENCE SOUTH 89°11'58" WEST 485.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°23'08" WEST 711.19 FEET; THENCE NORTH 01°09'42" WEST 342.55 FEET TO THE POINT OF ENDING.

SAID TEMPORARY EASEMENT CONTAINS 0.24 ACRES, MORE OR LESS.

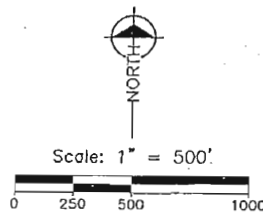
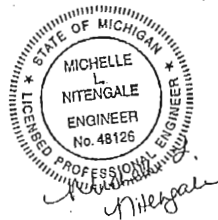
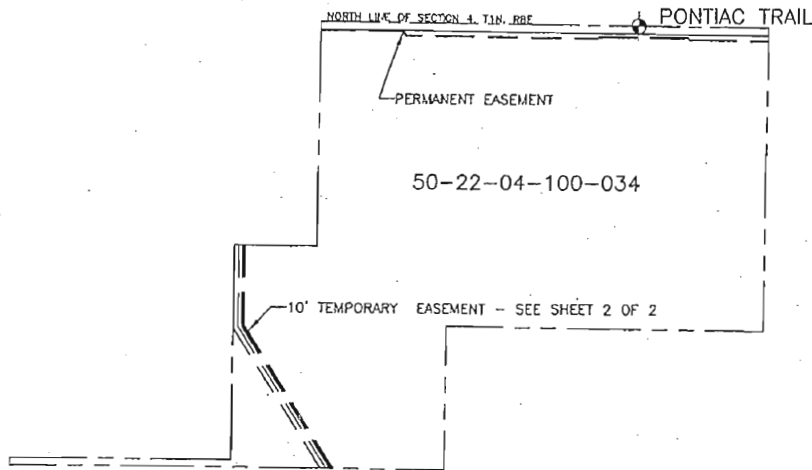



EXHIBIT B
PONTIAC TRAIL WATERMAIN

10/24/06

 engineers scientists architects constructors	City of Novi Oakland County, Michigan Easement Parcel No. 50-22-04-100-034	PROJECT NO. G00201CD
		FIGURE NO. 1 of 2

AGREEMENT OF SALE
OFFER TO PURCHASE INTEREST IN REAL ESTATE

The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements over certain real estate described as follows:

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 33 MINUTES 26 SECONDS EAST 360.45 FEET AND SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 940.80 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 563.75 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 58 SECONDS WEST 1886.39 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 28 SECONDS WEST 1863.29 FEET; THENCE NORTH 30.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 28 SECONDS EAST 948.21 FEET; THENCE NORTH 905.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 28 SECONDS EAST 352.99 FEET; THENCE NORTH 954.64 FEET TO THE POINT OF BEGINNING, ALSO PART OF THE NORTH 1/2 OF SECTION 4 DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 1869.12 FEET FROM THE NORTHWEST SECTION CORNER; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 1353.66 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 1287 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 1353.66 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS WEST 1287 FEET TO THE POINT OF BEGINNING.

(The above-described fee simple interest is hereafter collectively referred to as "Property")

and to pay therefore the sum of Thirty-Two Thousand Seven Hundred Seventy-Two and NO/100 Dollars (\$32,772.00), subject to the existing building and use restrictions, easements, and zoning

Parcel No. 22-04-100-034

ordinances, if any, upon the delivery of an easement for construction, operation, repair and replacement of a public water main, and a related temporary construction easement for the right to move men and equipment, the right to store materials and excavated dirt, over, upon and through the following described premises:

A. Water System Easement

COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE SOUTH 01°09'42" EAST 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°30'00" EAST 1921.05 FEET; THENCE SOUTH 01°09'34" EAST 22.00 FEET; THENCE SOUTH 89°30'00" WEST 337.00 FEET; THENCE NORTH 45°30'51" WEST 9.90 FEET; THENCE SOUTH 89°30'00" WEST 372.50 FEET; THENCE SOUTH 44°29'09" WEST 9.90 FEET; THENCE SOUTH 89°30'00" WEST 827.20 FEET; THENCE NORTH 45°30'51" WEST 25.46 FEET; THENCE SOUTH 89°30'00" WEST 352.55 FEET; THENCE NORTH 01°09'42" WEST 4.00 FEET TO THE POINT OF BEGINNING.

ALSO, A 15 FOOT WIDE EASEMENT, 7.5 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE NORTH 89°30'00" EAST 1710.79 FEET; THENCE NORTH 89°30'00" EAST 210.26 FEET; THENCE SOUTH 01°09'34" EAST 1308.73 FEET; THENCE NORTH 89°55'43" WEST 1358.75 FEET; THENCE SOUTH 01°05'33" EAST 591.84 FEET; THENCE SOUTH 89°11'58" WEST 500.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°23'08" WEST 706.62 FEET; THENCE NORTH 01°09'42" WEST 346.33 FEET TO THE POINT OF ENDING. SAID 15 FEET WIDE EASEMENT IS ADJACENT TO AND EASTERLY OF SANITARY EASEMENT IN LIBER 18142, PAGE 366, OAKLAND COUNTY RECORDS.

SAID PERMANENT EASEMENT CONTAINS 1.12 ACRES, MORE OR LESS.

B. Temporary Construction Easement

A 10 FOOT WIDE EASEMENT, 5 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND

COUNTY, MICHIGAN; THENCE NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE NORTH 89°30'00" EAST 1710.79 FEET; THENCE NORTH 89°30'00" EAST 210.26 FEET; THENCE SOUTH 01°09'34" EAST 1308.73 FEET; THENCE NORTH 89°55'43" WEST 1358.75 FEET; THENCE SOUTH 01°05'33" EAST 591.84 FEET; THENCE SOUTH 89°11'58" WEST 485.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°23'08" WEST 711.19 FEET; THENCE NORTH 01°09'42" WEST 342.55 FEET TO THE POINT OF ENDING.

SAID TEMPORARY EASEMENT CONTAINS 0.24 ACRES, MORE OR LESS.

2. Upon Seller's acceptance of this Offer to Purchase easements, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this Offer is accepted by the Seller and if the easements can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Seller shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City's Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the easements.

5. The Seller shall deliver and the City shall accept possession of said easements upon the date of closing.

Parcel No. 22-04-100-034

6. It is understood that the Property is being acquired in connection with the Pontiac Trail Water Main Project improvements over, upon and through the Property in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easements and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within ten (10) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: DAVID LANDRY
Its: Mayor

Parcel No. 22-04-100-034

By: MARYANNE CORNELIUS
Its: City Clerk

Dated: _____, 2007

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

SELLER:

OCCIDENTAL DEVELOPMENT, LLC., a
Michigan limited liability company,

By: _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2007

DECLARATION OF TAKING

A Statement of Necessity having been made by the City of Novi setting forth that the construction of a water main along Pontiac Trail for the purpose of extending public water service to property within the City of Novi, consistent with the City's utilities plans, and to provide a loop connection to existing utilities, and to conduct work therefor in, over, upon and through the certain easement areas in accordance with the plans is necessary, and that as a result it is necessary to acquire certain property rights within the City of Novi for said improvements, and that a good faith written offer to purchase easements, over, upon and through the subject said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 140 of the Public Acts of 1911, as amended, and/or other applicable statutes, and in accordance with the provisions of Act 87 of Public Acts of 1980, as amended, it is now declared and determined that Water System and Temporary Construction Easements over the real property hereinafter described shall be taken for the purpose of extending public water service to property within the City of Novi in accordance with prepared plans showing said construction.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being

acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

- I. Statement of the Estate of Interest Being Taken and Description of the Property.
 - A) Water System Easement to construct, operate, maintain and repair a water main in, over, upon, and through the location described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE SOUTH 01°09'42" EAST 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°30'00" EAST 1921.05 FEET; THENCE SOUTH 01°09'34" EAST 22.00 FEET; THENCE SOUTH 89°30'00" WEST 337.00 FEET; THENCE NORTH 45°30'51" WEST 9.90 FEET; THENCE SOUTH 89°30'00" WEST 372.50 FEET; THENCE SOUTH 44°29'09" WEST 9.90 FEET; THENCE SOUTH 89°30'00" WEST 827.20 FEET; THENCE NORTH 45°30'51" WEST 25.46 FEET; THENCE SOUTH 89°30'00" WEST 352.55 FEET; THENCE NORTH 01°09'42" WEST 4.00 FEET TO THE POINT OF BEGINNING.

ALSO, A 15 FOOT WIDE EASEMENT, 7.5 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE NORTH 89°30'00" EAST 1710.79 FEET; THENCE NORTH 89°30'00" EAST 210.26 FEET; THENCE SOUTH 01°09'34" EAST 1308.73 FEET; THENCE NORTH 89°55'43" WEST 1358.75 FEET; THENCE SOUTH 01°05'33" EAST 591.84 FEET; THENCE SOUTH 89°11'58" WEST 500.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 34°23'08" WEST 706.62 FEET; THENCE NORTH 01°09'42" WEST 346.33 FEET TO THE POINT OF ENDING. SAID 15 FEET WIDE EASEMENT IS ADJACENT TO AND EASTERLY OF SANITARY EASEMENT IN LIBER 18142, PAGE 366, OAKLAND COUNTY RECORDS.

- B) A Temporary Construction Easement including the right to move men and equipment on and through, the right to store materials and excavated dirt the right to remove vegetation in, over, upon and through the location described as follows:

A 10 FOOT WIDE EASEMENT, 5 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 89°16'52" EAST 360.45 FEET; THENCE NORTH 89°30'00" EAST 940.80 FEET; THENCE NORTH 89°30'00" EAST 1710.79 FEET; THENCE NORTH 89°30'00" EAST 210.26 FEET; THENCE SOUTH 01°09'34" EAST 1308.73 FEET; THENCE NORTH 89°55'43" WEST 1358.75 FEET; THENCE SOUTH 01°05'33" EAST 591.84 FEET; THENCE SOUTH 89°11'58" WEST 485.05 FEET TO

THE POINT OF BEGINNING; THENCE NORTH 34°23'08" WEST 711.19 FEET;
THENCE NORTH 01°09'42" WEST 342.55 FEET TO THE POINT OF ENDING.

SAID TEMPORARY EASEMENT CONTAINS 0.24 ACRES, MORE OR LESS.

- II. Names of Property Owners: Occidental Development, L.L.C., formerly Occidental Development, Ltd.
- III. Names of each person, other than the Owners, having an interest in the property:
Massachusetts Mutual Life Insurance Company, Michigan Bell Telephone Company, City of Novi, Consumers Power Company, Pointe Park Condominiums
- IV. Estimated Just Compensation: \$32,772.00
- V. The City of Novi reserves its rights to bring Federal or State cost recovery actions against the present owner of the property.

CITY OF NOVI

BY: _____
CLAY J. PEARSON
City Manager

DATED: _____, 2007

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2007, by Clay J. Pearson, as the City Manager, on behalf of the City of Novi.

Notary Public
_____ County, Michigan
My Commission Expires: _____

Prepare by and when recorded return to:
Thomas R. Schultz (P 42111)
Secret Wardle,
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
(248) 851-9500
Tax Identification No. 22-04-100-034
C:\NrPortbl\manage\BKUDLA\945749_1.DOC

**RESOLUTION CONCERNING THE ACQUISITION
OF EASEMENTS AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi,
County of Oakland, Michigan, held in the City Hall in said City on _____, 2007,
at _____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the acquisition of an easement for the purpose of extending public water service along a main thoroughfare in the City, consistent with the City's utilities plans, in order to provide service to property within the City of Novi, and a loop connection to existing utilities, and to conduct work therefor in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit: Parcel No. **22-04-200-013**, described as follows and more specifically depicted on the attached Exhibit A:

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

FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 09 SECONDS WEST 20.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 51 SECONDS WEST 604.00 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 09 SECONDS EAST 31.02 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 51 SECONDS WEST 33.88 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 09 SECONDS EAST 357.00 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 51 SECONDS WEST 765.30 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 417.00 FEET TO THE POINT OF BEGINNING.

WHEREAS, proposed plans showing said improvements have been prepared; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire easements over, under, through that portion of the above-described real estate described as follows and depicted in the attached Exhibit B:

Water System Easement to construct, operate, maintain and repair a water main in, over, upon, and through the location described as follows:

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

SAID PERMANENT EASEMENT CONTAINS 0.11 ACRES, MORE OR LESS.

hereinafter referred to as the “Easement Area”;

WHEREAS, the City has caused the value of the subject property to be determined;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase an easement in, over, upon and through the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property interests for the purposes of constructing the improvements for the reasons stated above;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a water main along

Pontiac Trail and to acquire property rights for the purpose of extending public water service to property within the City of Novi and to conduct work therefor in, over, upon and through the Easement Area in accordance with the plans prepared by the City Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit C, calling for the payment of Two Thousand Five Hundred And Twenty Dollars (\$2,520.00) for the easement acquisition. The above amount has been established as just compensation for the acquisition of the easements.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the owners of the Property fail to accept the good faith offer within ten (10) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto as Exhibit D;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain easements in, over, upon, and through the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City Finance Director is authorized and directed to place an amount equal to the amount contained in the good faith Offer that was made to the property owners (\$2,520.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

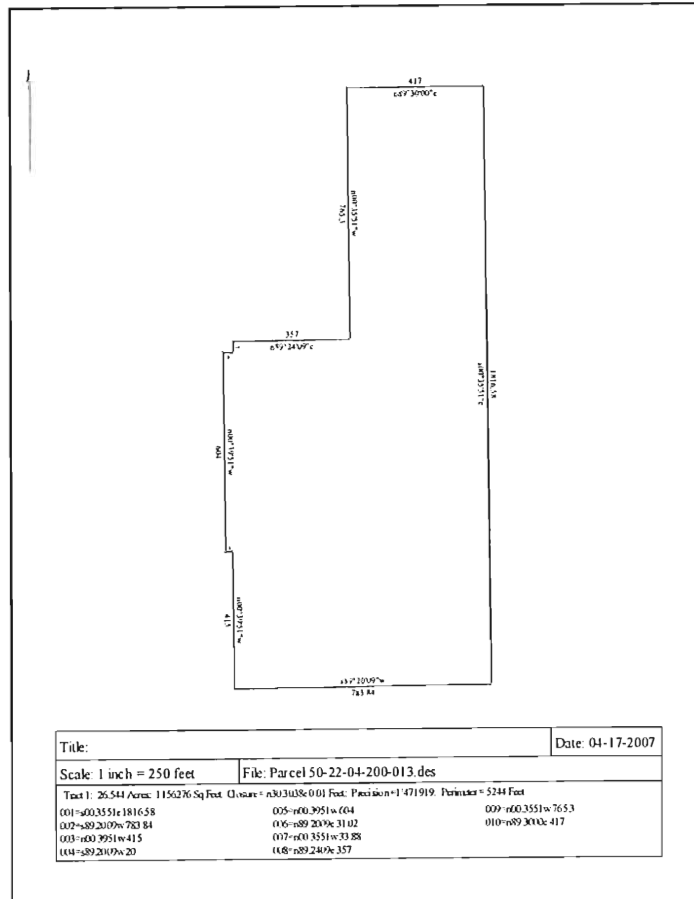
I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this _____ day of _____, 2007.

MARYANNE CORNELIUS, CITY CLERK

PARCEL NO.: 50-22-04-200-013
 PROPERTY OWNER: EDWARD ROSE REALTY INC.
 30057 ORCHARD LAKE ROAD SUITE 200
 FARMINGTON, MI 48333-9154

PROPERTY DESCRIPTION:

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



EASEMENT

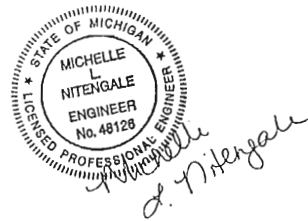
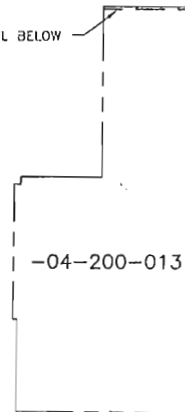
PERMANENT EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR WATERMAIN DESCRIBED AS:

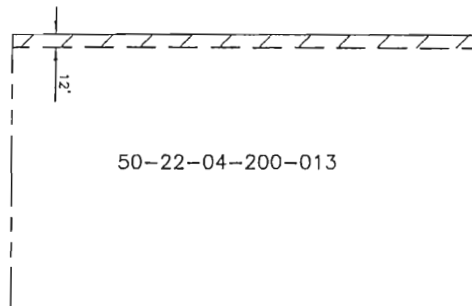
THE NORTH 12 FEET OF THE EAST 417 FEET OF SUBJECT PARCEL, PARALLEL WITH THE NORTH SECTION LINE OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

SAID PERMANENT EASEMENT CONTAINS 0.11 ACRES, MORE OR LESS.

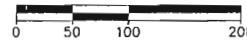
12' PERMANENT EASEMENT - SEE DETAIL BELOW



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

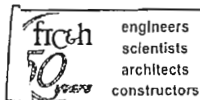


Scale: 1" = 100'



EXHT B
PONC TRAIL WATERMAIN

10/3/06



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

PROJECT NO.	G56201CD
FIGURE NO.	1 of 1

AGREEMENT OF SALE
OFFER TO PURCHASE INTEREST IN REAL ESTATE

The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements over certain real estate described as follows:

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

(The above-described fee simple interest is hereafter collectively referred to as "Property")

and to pay therefore the sum of Two Thousand Five Hundred And Twenty and NO/100 Dollars (\$2,520.00), subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the delivery of an easement for construction, operation, repair and replacement of a public water main, over, upon and through the following described premises:

Water System Easement

Parcel No. 22-04-200-013

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

SAID PERMANENT EASEMENT CONTAINS 0.11 ACRES, MORE OR LESS.

2. Upon Seller's acceptance of this Offer to Purchase an easement, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this Offer is accepted by the Seller and if the easements can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Seller shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City's Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the easements.

5. The Seller shall deliver and the City shall accept possession of said easements upon the date of closing.

6. It is understood that the Property interest is being acquired in connection with the Pontiac Trail Water Main Project improvements over, upon and through the Property in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easements and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within ten (10) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: _____
Its: DAVID LANDRY
Mayor

By: _____
Its: MARYANNE CORNELIUS
City Clerk

Dated: _____, 2007

Parcel No. 22-04-200-013

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

SELLER:

EDWARD ROSE REALTY, INC., a Michigan corporation

By: _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2007

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DECLARATION OF TAKING

A Statement of Necessity having been made by the City of Novi setting forth that the construction of a water main along Pontiac Trail for the purpose of extending public water service to property within the City of Novi, consistent with the City's utilities plans, and to provide a loop connection to existing utilities, and to conduct work therefor in, over, upon and through the certain easement areas in accordance with the plans is necessary, and that as a result it is necessary to acquire certain property rights within the City of Novi for said improvements, and that a good faith written offer to purchase easements, over, upon and through the subject said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, and/or other applicable statutes, and in accordance with the provisions of Act 87 of Public Acts of 1980, as amended, it is now declared and determined that a Water System Easement shall be taken over the real property hereinafter described shall be taken for the purpose of extending public water service to property within the City of Novi in accordance with prepared plans showing said construction.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation

for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

I. Statement of the Estate of Interest Being Taken and Description of the Property.

Water Main Easement to construct, operate, maintain and repair a water main in, over, upon, and through the location described as follows:

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

SAID PERMANENT EASEMENT CONTAINS 0.11 ACRES, MORE OR LESS.

II. Names of Property Owners: Edward Rose Realty, Inc.

III. Names of each person, other than the Owners, having an interest in the property:

Connecticut General Life Insurance Company, Oakland County. Consumers Power Company, Oakland Development, L.L.C., formerly Oakland Development Limited Partnership, City of Novi, Occidental Development, L.L.C., formerly Occidental Development, Ltd., and Detroit Edison

IV. Estimated Just Compensation: \$2,520.00

V. The City of Novi reserves it rights to bring Federal or State cost recovery actions against the present owner of the property.

CITY OF NOVI

BY: _____
CLAY J. PEARSON
City Manager

DATED: _____, 2007

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2007, by Clay J. Pearson, as the City Manager, on behalf of the City of Novi.

Notary Public
_____, County, Michigan
My Commission Expires: _____

Prepare by and when recorded return to:
Thomas R. Schultz (P 42111)
Secret Wardle,
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
(248) 851-9500
Tax Identification No. 22-04-200-013
C:\N\Portbl\manage\BKUDLA\946234_1.DOC

**RESOLUTION CONCERNING THE ACQUISITION
OF AN EASEMENT AND APPROVING DECLARATION OF NECESSITY AND
TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi,
County of Oakland, Michigan, held in the City Hall in said City on _____, 2007,
at _____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the acquisition of property for the purpose of extending public water service along a main thoroughfare in the City, consistent with the City's utilities plans, in order to provide service to property within the City of Novi, and a loop connection to existing utilities, and to conduct work therefor in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit: Parcel No. **22-04-200-009** is legally described as follows, and more specifically depicted on the attached Exhibit A:

PART OF NORTH 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, MICHIGAN, BEGINNING AT POINT DISTANT SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 774.00 FEET FROM NORTHEAST SECTION CORNER; THENCE SOUTH 00 DEGREES 39 MINUTES 51 SECONDS EAST 377.42 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 476.58 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 51 SECONDS EAST 483.74 FEET;

THENCE NORTH 89 DEGREES 20 MINUTES 09 SECONDS EAST 197.22 FEET; THENCE SOUTH 65 DEGREES 50 MINUTES 26 SECONDS WEST 469.52 FEET; THENCE NORTH 75 DEGREES 09 MINUTES 34 SECONDS WEST 217.55 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 26 SECONDS WEST 60.00 FEET; THENCE NORTH 01 DEGREES 09 MINUTES 34 SECONDS WEST 292.11 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 26 SECONDS WEST 352.00 FEET; THENCE NORTH 01 DEGREES 09 MINUTES 34 SECONDS WEST 704.15 FEET TO THE NORTH SECTION LINE; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 1340.63 FEET TO BEGINNING EXCEPT THE NORTH 60 FEET IN ROAD.

WHEREAS, proposed plans showing said improvements have been prepared; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire an easement over, under, through that portion of the above-described real estate described as follows and depicted in the attached Exhibit B:

Water System Easement to construct, operate, maintain and repair a water main in, over, upon, and through the location described as follows:

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

SAID PERMANENT EASEMENT CONTAINS 0.37 ACRES, MORE OR LESS

hereinafter referred to as the "Easement Area";

WHEREAS, the City has caused the value of the subject property to be determined;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase an easement in, over, upon and through the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property interest for the purposes of constructing the improvements for the reasons stated above;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a water main along Pontiac Trail and to acquire property rights for the purpose of extending public water service to property within the City of Novi and to conduct work therefor in, over, upon and through the Easement Area in accordance with the plans prepared by the City Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit C, calling for the payment of Twenty-One Thousand Eight Hundred And Forty and NO/100 Dollars (\$21,840.00) for the easement acquisition. The above amount has been established as just compensation for the acquisition of the easement.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the owners of the Property fail to accept the good faith offer within ten (10) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto as Exhibit D;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain easement in, over, upon, and through the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City Finance Director is authorized and directed to place an amount equal to the amount contained in the good faith Offer that was made to the

property owners (\$21,840.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this _____ day of _____, 2007.

MARYANNE CORNELIUS, CITY CLERK

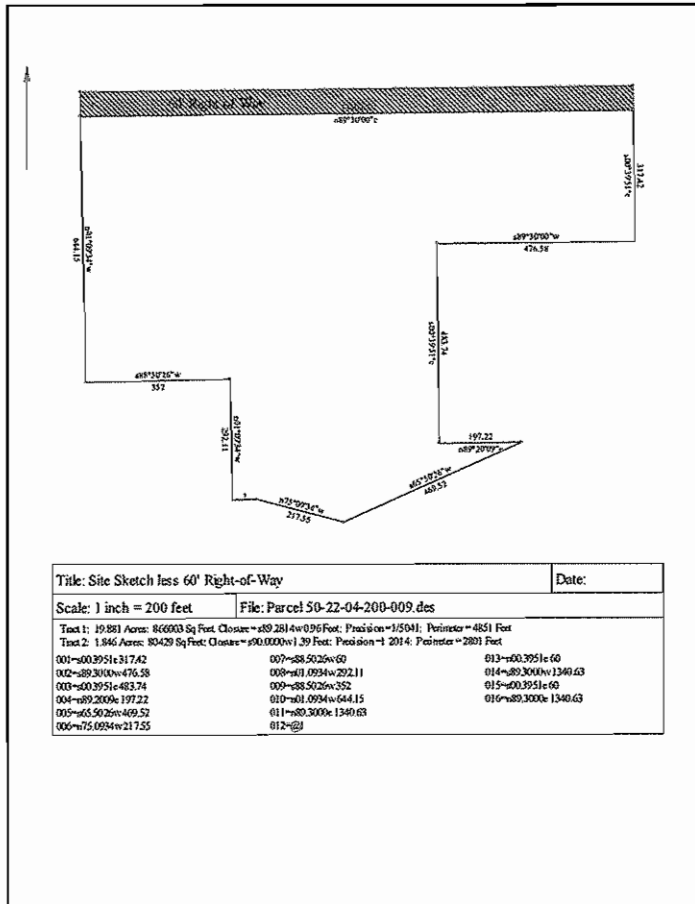
PROPERTY DESCRIPTION

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

City of Novi

Part of North 1/4 of Section 4, Town 1 North, Range 8 East, City of Novi, County of Oakland, Michigan, Beginning at point distant South 89 degrees 30 minutes 00 seconds West 774.00 feet from Northeast Section corner; thence South 00 degrees 39 minutes 51 seconds East 377.42 feet; thence South 89 degrees 30 minutes 00 seconds West 476.58 feet; thence South 00 degrees 39 minutes 51 seconds East 483.74 feet; thence North 89 degrees 20 minutes 09 seconds East 197.22 feet; thence South 65 degrees 50 minutes 26 seconds West 469.52 feet; thence North 75 degrees 09 minutes 34 seconds West 217.55 feet; thence South 88 degrees 50 minutes 26 seconds West 60.00 feet; thence North 01 degrees 09 minutes 34 seconds West 292.11 feet; thence South 88 degrees 50 minutes 26 seconds West 352.00 feet; thence North 01 degrees 09 minutes 34 seconds West 704.15 feet to the North Section line; thence North 89 degrees 30 minutes 00 seconds East 1340.63 feet to beginning EXCEPT the North 60 feet in Road.

Re: 45685 Timberlane
Tax Item No. 22-04-200-009



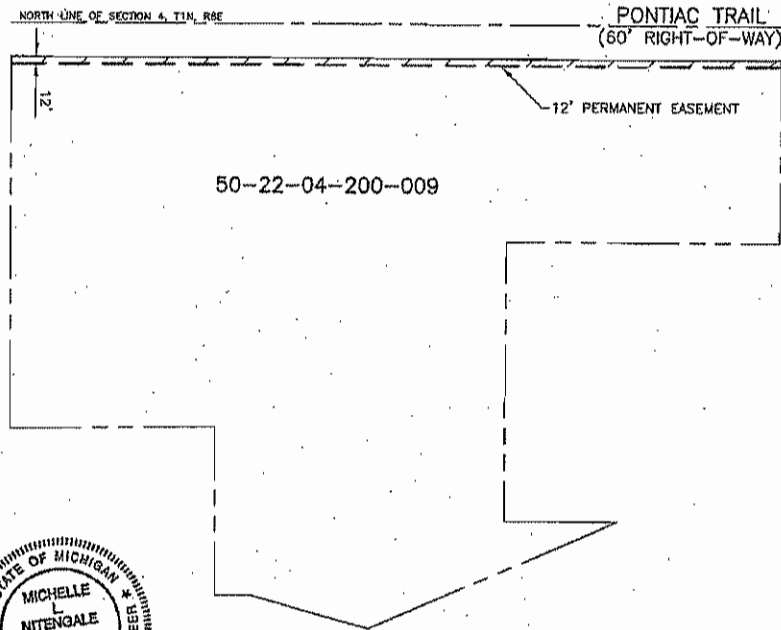
EASEMENT

PERMANENT EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR WATERMAIN DESCRIBED AS:

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

SAID PERMANENT EASEMENT CONTAINS 0.37 ACRES, MORE OR LESS.



MICHELLE NITEGALE
 ENGINEER
 No. 48128
Michelle Nitegale

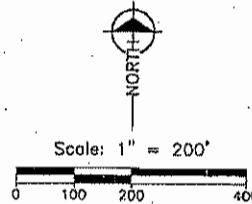


EXHIBIT B
PONTIAC TRAIL WATERMAIN

10/3/06

	engineers scientists architects constructors	City of Novi Oakland County, Michigan Easement Parcel No. 50-22-04-200-009	PRODUCT NO. G06201CD FIGURE NO. 1 of 1
	Copyright 2006 All Rights Reserved		10/2005, Revision, City & County, Inc.

AGREEMENT OF SALE
OFFER TO PURCHASE INTEREST IN REAL ESTATE

The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase an easement over certain real estate described as follows:

PART OF NORTH 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, MICHIGAN, BEGINNING AT POINT DISTANT SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 774.00 FEET FROM NORTHEAST SECTION CORNER; THENCE SOUTH 00 DEGREES 39 MINUTES 51 SECONDS EAST 377.42 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 476.58 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 51 SECONDS EAST 483.74 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 09 SECONDS EAST 197.22 FEET; THENCE SOUTH 65 DEGREES 50 MINUTES 26 SECONDS WEST 469.52 FEET; THENCE NORTH 75 DEGREES 09 MINUTES 34 SECONDS WEST 217.55 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 26 SECONDS WEST 60.00 FEET; THENCE NORTH 01 DEGREES 09 MINUTES 34 SECONDS WEST 292.11 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 26 SECONDS WEST 352.00 FEET; THENCE NORTH 01 DEGREES 09 MINUTES 34 SECONDS WEST 704.15 FEET TO THE NORTH SECTION LINE; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 1340.63 FEET TO BEGINNING EXCEPT THE NORTH 60 FEET IN ROAD.

(The above-described fee simple interest is hereafter collectively referred to as "Property")

and to pay therefore the sum of Twenty-One Thousand Eight Hundred And Forty and NO/100 Dollars (\$21,840.00), subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the delivery of an easement for construction, operation, repair and replacement of a public water main, over, upon and through the following described premises:

Water System Easement

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

SAID PERMANENT EASEMENT CONTAINS 0.37 ACRES, MORE OR LESS.

2. Upon Seller's acceptance of this Offer to Purchase an easement, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this Offer is accepted by the Seller and if the easement can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Seller shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City's Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the easement.

5. The Seller shall deliver and the City shall accept possession of said easement upon the date of closing.

6. It is understood that the Property interest is being acquired in connection with the Pontiac Trail Water Main Project improvements over, upon and through the Property in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within ten (10) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

Dated: _____, 2007

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: _____
Its: DAVID LANDRY
Mayor

By: _____
Its: MARYANNE CORNELIUS
City Clerk

Parcel No. 22-04-200-009

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

SELLERS:

WBR WATERVIEW, LLC, a Michigan limited liability company

By: _____

RRR WATERVIEW, LLC, a Michigan limited liability company

By: _____

Parcel No. 22-04-200-009

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2007.

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DECLARATION OF TAKING

A Statement of Necessity having been made by the City of Novi setting forth that the construction of a water main along Pontiac Trail for the purpose of extending public water service to property within the City of Novi, consistent with the City's utilities plans, and to provide a loop connection to existing utilities, and to conduct work therefor in, over, upon and through the certain easement areas in accordance with the plans is necessary, and that as a result it is necessary to acquire certain property rights within the City of Novi for said improvements, and that a good faith written offer to purchase an easement, over, upon and through the subject said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, and/or other applicable statutes, and in accordance with the provisions of Act 87 of Public Acts of 1980, as amended, it is now declared and determined that a Water System Easement over the real property hereinafter described shall be taken for the purpose of extending public water service to property within the City of Novi in accordance with prepared plans showing said construction:

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation

for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

I. Statement of the Estate of Interest Being Taken and Description of the Property.

Water System Easement to construct, operate, maintain and repair a water main in, over, upon, and through the location described as follows:

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

SAID PERMANENT EASEMENT CONTAINS 0.37 ACRES, MORE OR LESS.

II. Names of Property Owners: WBR Waterview, LLC and RRR Waterview, LLC

III. Names of each person, other than the Owners, having an interest in the property:

Federal Home Loan Mortgage Corp., Consumers Power, the City of Novi, Edward Rose Realty, Inc., Occidental Development, L.L.C., formerly Occidental Development, Ltd., Oakland Development, L.L.C., formerly Oakland Development Limited Partnership, Michigan Bell Telephone Company, Detroit Edison, City of Novi

IV. Estimated Just Compensation: \$21,840.00

V. The City of Novi reserves it rights to bring Federal or State cost recovery actions against the present owner of the property.

CITY OF NOVI

BY: _____
CLAY J. PEARSON
City Manager

DATED: _____, 2007

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2007, by Clay J. Pearson, as the City Manager, on behalf of the City of Novi.

Notary Public

____ County, Michigan
My Commission Expires: _____

Prepare by and when recorded return to:
Thomas R. Schultz (P 42111)
Secret Wardle,
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
(248) 851-9500
Tax Identification No. 22-04-200-009

C:\NrPortbl\imanager\BKUDLA\946240_1.DOC

**RESOLUTION CONCERNING THE ACQUISITION
OF EASEMENTS AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi,
County of Oakland, Michigan, held in the City Hall in said City on _____, 2007,
at _____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the acquisition of easements for the purpose of extending public water service along a main thoroughfare in the City, consistent with the City's utilities plans, in order to provide service to property within the City of Novi and a loop connection to existing utilities, and to conduct work therefor in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit: Parcel No. **22-04-100-010**, describes as follows and more specifically depicted on the attached Exhibit A:

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

NORTH 89 DEGREES 39 MINUTES 28 SECONDS WEST 349.98 FEET;
THENCE NORTH 956.49 FEET TO THE POINT OF BEGINNING.

WHEREAS, proposed plans showing said improvements have been prepared; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire easements over, under, through that portion of the above-described real estate described as follows and depicted in the attached Exhibit B:

- A) Water System Easement to construct, operate, maintain and repair a water main in, over, upon, and through the location described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°33'26" EAST 360.45 FEET; THENCE NORTH 89°20'18" EAST 590.80 FEET; THENCE SOUTH 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°20'18" EAST 350.00 FEET; THENCE SOUTH 4.00 FEET; THENCE NORTH 89°20'18" WEST 176.00 FEET; THENCE SOUTH 41°40'53" WEST 28.50 FEET; THENCE NORTH 89°20'18" WEST 155.00 FEET; THENCE NORTH 25.50 FEET TO THE POINT OF BEGINNING. ALSO, THE SOUTH 10 FEET OF THE WEST 34 FEET OF SUBJECT PARCEL.

SAID PERMANENT EASEMENT CONTAINS 0.12 ACRES, MORE OR LESS.

- B) A Temporary Construction Easement including the right to move men and equipment on and through, the right to store materials and excavated dirt the right to remove vegetation in, over, upon and through the location described as follows:

THE SOUTH 20 FEET OF THE WEST 44 FEET OF SUBJECT PARCEL, EXCEPT THE SOUTH 10 FEET OF THE WEST 34 FEET OF SUBJECT PARCEL.

SAID TEMPORARY EASEMENT CONTAINS 540 SQUARE FEET, MORE OR LESS.

hereinafter referred to as the “Easement Areas”;

WHEREAS, the City has caused the value of the subject property to be determined;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase easements in, over, upon and through the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property interests for the purposes of constructing the improvements for the reasons stated above;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a water main along Pontiac Trail and to acquire property rights for the purpose of extending public water service to property within the City of Novi and to conduct work therefor in, over, upon and through the Easement Areas in accordance with the plans prepared by the City Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit C, calling for the payment of Two Thousand Six Hundred And Forty-Two Dollars (\$2,642.00) for the easement acquisition. The above amount has been established as just compensation for the acquisition of the easements.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the owners of the Property fail to accept the good faith offer within ten (10) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto as Exhibit D;

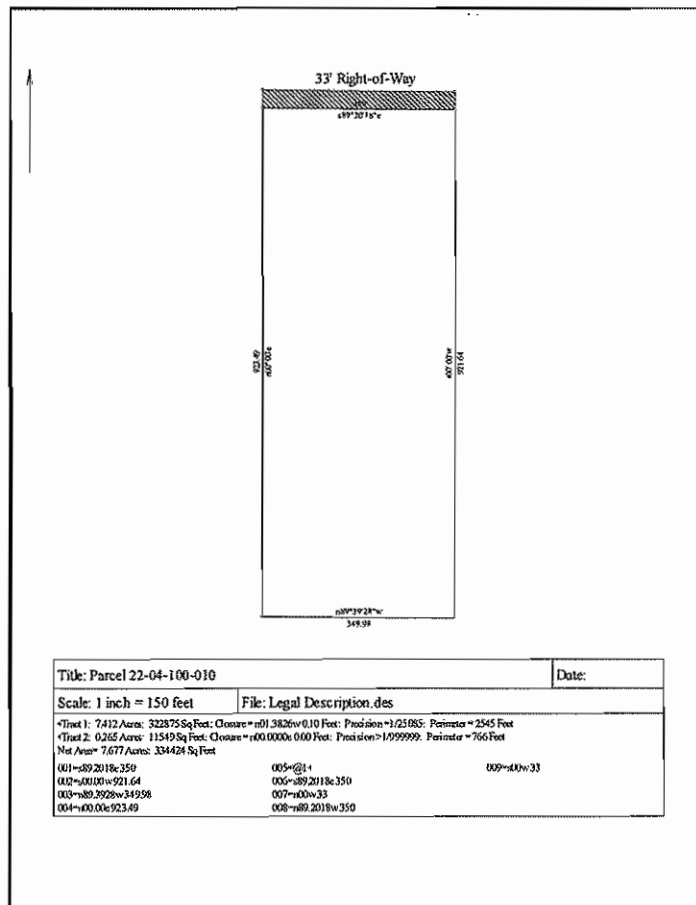
PROPERTY DESCRIPTION

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

City of Novi

Part of the Northwest 1/4 of Section 4, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant South 89 degrees 33 minutes 26 seconds East 360.45 feet and South 89 degrees 20 minutes 18 seconds East 590.80 feet from the Northwest section corner; thence South 89 degrees 20 minutes 18 seconds East 350.00 feet; thence South 954.64 feet; thence North 89 degrees 39 minutes 28 seconds West 349.98 feet; thence North 956.49 feet to the point of beginning.

Tax Item No. 22-04-100-010



EASEMENT

PERMANENT EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR WATERMAIN DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°33'28" EAST 380.45 FEET; THENCE NORTH 89°20'18" EAST 590.80 FEET; THENCE SOUTH 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°20'18" EAST 350.00 FEET; THENCE SOUTH 4.00 FEET; THENCE NORTH 89°20'18" WEST 176.00 FEET; THENCE SOUTH 41°40'53" WEST 28.50 FEET; THENCE NORTH 89°20'18" WEST 155.00 FEET; THENCE NORTH 25.50 FEET TO THE POINT OF BEGINNING. ALSO, THE SOUTH 10 FEET OF THE WEST 34 FEET OF SUBJECT PARCEL.

SAID PERMANENT EASEMENT CONTAINS 0.12 ACRES, MORE OR LESS.

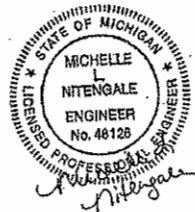
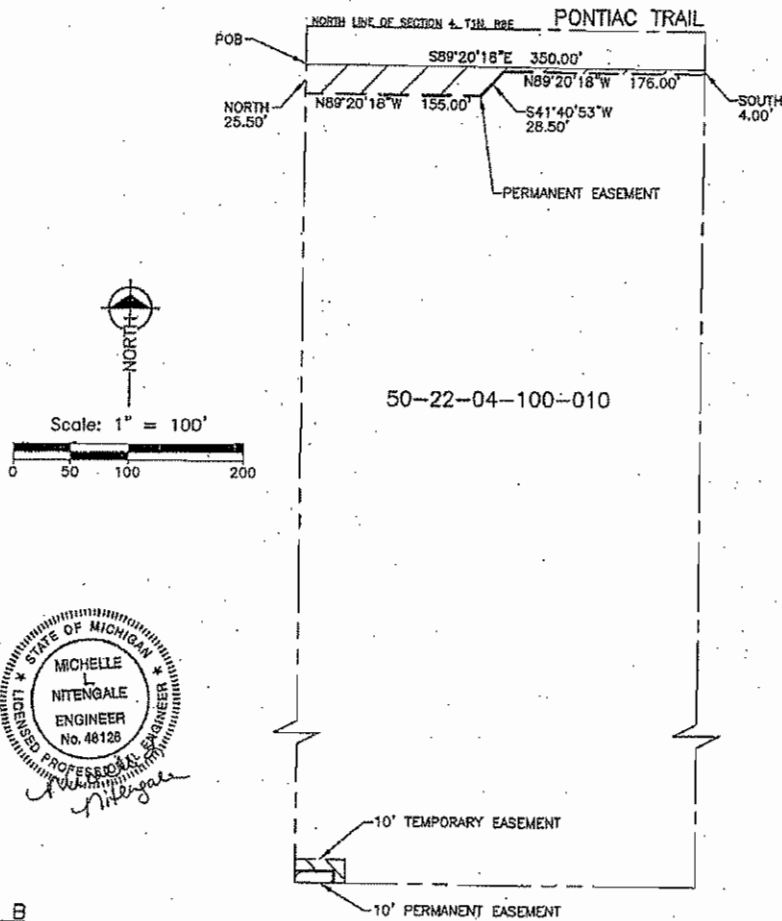


EXHIBIT B
PONTIAC TRAIL WATERMAIN

10/24/06

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

TEMPORARY EASEMENT DESCRIPTION:

A TEMPORARY EASEMENT FOR WATERMAIN CONSTRUCTION DESCRIBED AS:

THE SOUTH 20 FEET OF THE WEST 44 FEET OF SUBJECT PARCEL, EXCEPT THE SOUTH 10 FEET OF THE WEST 34 FEET OF SUBJECT PARCEL.

SAID TEMPORARY EASEMENT CONTAINS 540 SQUARE FEET, MORE OR LESS.

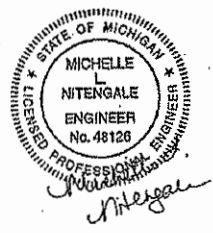
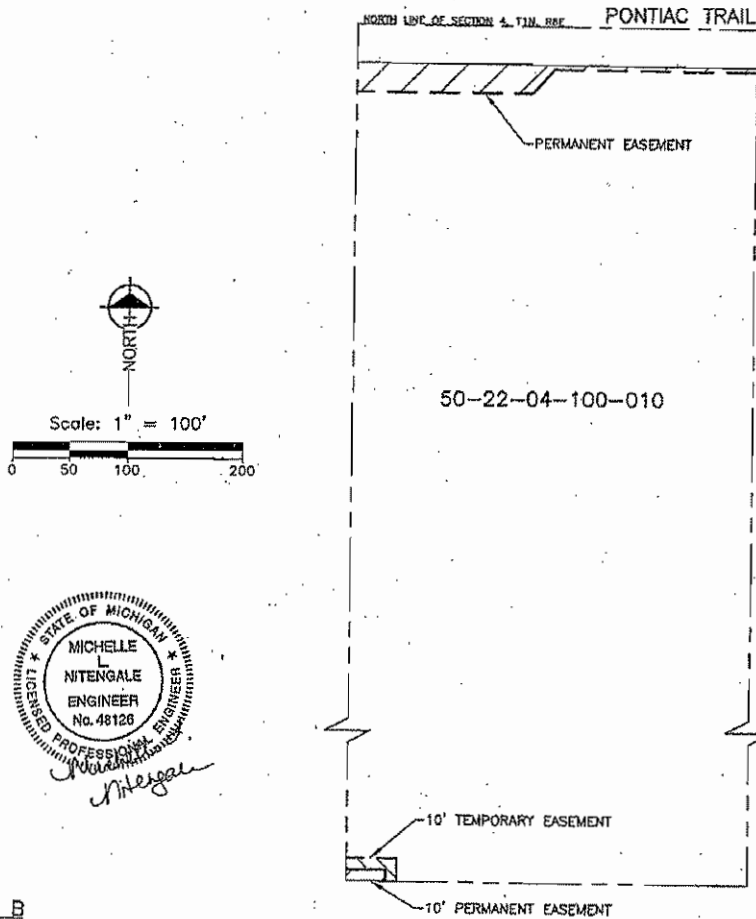
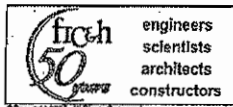


EXHIBIT B
PONTIAC TRAIL WATERMAIN

10/24/06



engineers
scientists
architects
constructors

City of Novi
Oakland County, Michigan
Easement
Parcel No. 50-22-04-100-010

PROJECT NO. G06201CD
FIGURE NO. 1 of 1

AGREEMENT OF SALE
OFFER TO PURCHASE INTEREST IN REAL ESTATE

The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements over certain real estate described as follows:

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 33 MINUTES 26 SECONDS EAST 360.45 FEET AND SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 590.80 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST 350.00 FEET; THENCE SOUTH 954.64 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 28 SECONDS WEST 349.98 FEET; THENCE NORTH 956.49 FEET TO THE POINT OF BEGINNING.

(The above-described fee simple interest is hereafter collectively referred to as "Property")

and to pay therefore the sum of Two Thousand Six Hundred And Forty-Two and NO/100 Dollars (\$2,642.00), subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the delivery of an easement for construction, operation, repair and replacement of a public water main, and a related temporary construction easement for the right to move men and equipment, the right to store materials and excavated dirt, over, upon and through the following described premises:

A. Water System Easement

COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°33'26" EAST 360.45 FEET; THENCE NORTH 89°20'18" EAST 590.80 FEET; THENCE SOUTH 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°20'18" EAST 350.00 FEET; THENCE SOUTH 4.00 FEET; THENCE NORTH 89°20'18" WEST 176.00 FEET; THENCE SOUTH 41°40'53" WEST 28.50 FEET; THENCE NORTH 89°20'18" WEST 155.00 FEET; THENCE NORTH 25.50 FEET TO THE POINT OF BEGINNING. ALSO, THE SOUTH 10 FEET OF THE WEST 34 FEET OF SUBJECT PARCEL.

SAID PERMANENT EASEMENT CONTAINS 0.12 ACRES, MORE OR LESS.

B. Temporary Construction Easement

THE SOUTH 20 FEET OF THE WEST 44 FEET OF SUBJECT PARCEL, EXCEPT THE SOUTH 10 FEET OF THE WEST 34 FEET OF SUBJECT PARCEL.

SAID TEMPORARY EASEMENT CONTAINS 540 SQUARE FEET, MORE OR LESS.

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this Offer is accepted by the Seller and if the easements can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Seller shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City's Attorney's opinion. If the Seller is able to comply with such requirements or

remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the easements.

5. The Seller shall deliver and the City shall accept possession of said easements upon the date of closing.

6. It is understood that the Property interest is being acquired in connection with the Pontiac Trail Water Main Project improvements over, upon and through the Property in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easements and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within ten (10) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

Parcel No. 22-04-100-010

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: _____
Its: DAVID LANDRY
Mayor

By: _____
Its: MARYANNE CORNELIUS
City Clerk

Dated: _____, 2007

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

SELLER:

OCCIDENTAL DEVELOPMENT, LLC.,
a Michigan limited liability company

By: _____

Parcel No. 22-04-100-010

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2007

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DECLARATION OF TAKING

A Statement of Necessity having been made by the City of Novi setting forth that the construction of a water main along Pontiac Trail for the purpose of extending public water service to property within the City of Novi, consistent with the City's utilities plans, and to provide a loop connection to existing utilities, and to conduct work therefor in, over, upon and through the certain easement areas in accordance with the plans is necessary, and that as a result it is necessary to acquire certain property rights within the City of Novi for said improvements, and that a good faith written offer to purchase easements, over, upon and through the subject said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, and/or other applicable statutes, and in accordance with the provisions of Act 87 of Public Acts of 1980, as amended, it is now declared and determined that Water System and Temporary Construction Easements over the real property hereinafter described shall be taken for the purpose of extending public water service to property within the City of Novi in accordance with prepared plans showing said construction.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation

for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

I. Statement of the Estate of Interest Being Taken and Description of the Property.

- A) Water System Easement to construct, operate, maintain and repair a water main in, over, upon, and through the location described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°33'26" EAST 360.45 FEET; THENCE NORTH 89°20'18" EAST 590.80 FEET; THENCE SOUTH 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PONTIAC TRAIL AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°20'18" EAST 350.00 FEET; THENCE SOUTH 4.00 FEET; THENCE NORTH 89°20'18" WEST 176.00 FEET; THENCE SOUTH 41°40'53" WEST 28.50 FEET; THENCE NORTH 89°20'18" WEST 155.00 FEET; THENCE NORTH 25.50 FEET TO THE POINT OF BEGINNING. ALSO, THE SOUTH 10 FEET OF THE WEST 34 FEET OF SUBJECT PARCEL.

SAID PERMANENT EASEMENT CONTAINS 0.12 ACRES, MORE OR LESS.

- B) A Temporary Construction Easement including the right to move men and equipment on and through, the right to store materials and excavated dirt the right to remove vegetation in, over, upon and through the location described as follows:

THE SOUTH 20 FEET OF THE WEST 44 FEET OF SUBJECT PARCEL, EXCEPT THE SOUTH 10 FEET OF THE WEST 34 FEET OF SUBJECT PARCEL.

SAID TEMPORARY EASEMENT CONTAINS 540 SQUARE FEET, MORE OR LESS.

- II. Names of Property Owners: Occidental Development, L.L.C., formerly Occidental Development, Ltd.

- III. Names of each person, other than the Owners, having an interest in the property:

Massachusetts Mutual Life Insurance Company, Michigan Bell Telephone Company, Edward Rose Realty, Inc., Oakland Development, L.L.C., formerly Oakland Development Limited Partnership, City of Novi, and Sky Development, LLC

IV. Estimated Just Compensation: \$2,642.00

V. The City of Novi reserves its rights to bring Federal or State cost recovery actions against the present owner of the property.

CITY OF NOVI

BY: _____
CLAY J. PEARSON
City Manager

DATED: _____, 2007

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2007, by Clay J. Pearson, as the City Manager, on behalf of the City of Novi.

Notary Public
_____ County, Michigan
My Commission Expires: _____

Prepare by and when recorded return to:
Thomas R. Schultz (P 42111)
Secret Wardle,
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
(248) 851-9500
Tax Identification No. 22-04-100-010
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**RESOLUTION CONCERNING THE ACQUISITION
OF EASEMENT AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi,
County of Oakland, Michigan, held in the City Hall in said City on _____, 2007,
at _____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the acquisition of an easement for the purpose of extending public water service along a main thoroughfare in the City, consistent with the City's utilities plans, in order to provide service to property within the City of Novi and a loop connection to existing utilities, and to conduct work therefor in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit: Parcel No. **22-03-101-010** is legally described as follows, and more specifically depicted on the attached Exhibit A:

PART OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 418.84 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 558.78 FEET; THENCE SOUTH 00 DEGREES

05 MINUTES 00 SECONDS WEST 373.65 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 558.78 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST 373.65 FEET TO THE POINT OF BEGINNING.

WHEREAS, proposed plans showing said improvements have been prepared; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire an easement over, under, through that portion of the above-described real estate described as follows and depicted in the attached Exhibit B:

WATER SYSTEM EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR A WATER MAIN IN, OVER, UPON, AND THROUGH THE LOCATION DESCRIBED AS FOLLOWS:

THE SOUTH 13 FEET OF THE NORTH 46 FEET OF SUBJECT PARCEL, PARALLEL WITH THE NORTH SECTION LINE OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

SAID PERMANENT EASEMENT CONTAINS 0.17 ACRES, MORE OR LESS.

hereinafter referred to as the "Easement Area";

WHEREAS, the City has caused the value of the subject property to be determined;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase an easement in, over, upon and through the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property interests for the purposes of constructing the improvements for the reasons stated above;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a water main along Pontiac Trail and to acquire property rights for the purpose of extending public water service to property within the City of Novi and to conduct work therefor in, over, upon and through the

Easement Area in accordance with the plans prepared by the City Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit C, calling for the payment of Nine Thousand One Hundred and NO/100 Dollars (\$9,100.00) for the easement acquisition. The above amount has been established as just compensation for the acquisition of the easement.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the owners of the Property fail to accept the good faith offer within ten (10) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto as Exhibit D;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain an easement in, over, upon, and through the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City Finance Director is authorized and directed to place an amount equal to the amount contained in the good faith Offer that was made to the property owners (\$9,100.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

22-03-101-010

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this _____ day of _____, 2007.

MARYANNE CORNELIUS, CITY CLERK

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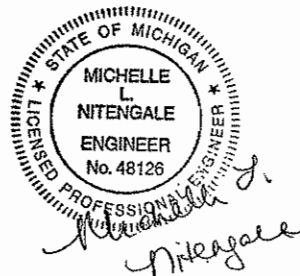
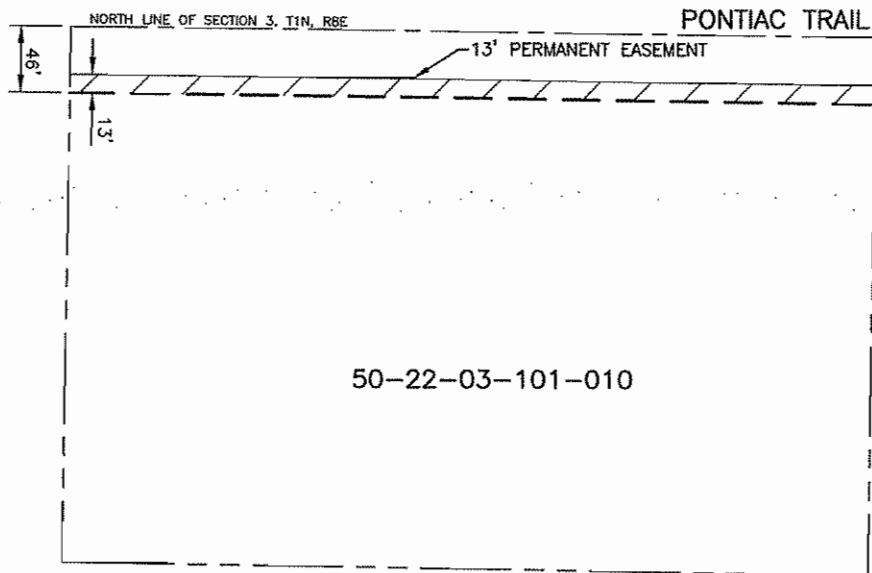
EASEMENT

PERMANENT EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR WATERMAIN DESCRIBED AS:

THE SOUTH 13 FEET OF THE NORTH 46 FEET OF SUBJECT PARCEL, PARALLEL WITH THE NORTH SECTION LINE OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

SAID PERMANENT EASEMENT CONTAINS 0.17 ACRES, MORE OR LESS.



Scale: 1" = 100'

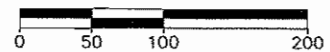



EXHIBIT B PONTIAC TRAIL WATERMAIN

10/24/06

 engineers scientists architects constructors	City of Novi Oakland County, Michigan Easement Parcel No. 50-22-03-101-010	PROJECT NO. G06201CD
		FIGURE NO. 1 of 1

EASEMENT

PARCEL NO.: 50-22-03-101-010


PROPERTY OWNER: KAYNE PROPERTIES LLC
240 CHESTERFIELD ROAD
BLOOMFIELD HILLS, MI 48304

PROPERTY DESCRIPTION:

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 418.84 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 558.78 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST 373.65 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 558.78 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST 373.65 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
PONTIAC TRAIL WATERMAIN

10/24/06

 fish engineers scientists architects constructors	City of Novi Oakland County, Michigan Easement Parcel No. 50-22-03-101-010	PROJECT NO. G06201CD
		FIGURE NO. 1 of 1

AGREEMENT OF SALE
OFFER TO PURCHASE INTEREST IN REAL ESTATE

The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase an easement over certain real estate described as follows:

PART OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 418.84 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 558.78 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST 373.65 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST 558.78 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST 373.65 FEET TO THE POINT OF BEGINNING.

(The above-described fee simple interest is hereafter collectively referred to as "Property")

and to pay therefore the sum of Nine Thousand One Hundred and NO/100 Dollars (\$9,100.00), subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the delivery of an easement for construction, operation, repair and replacement of a public water main, over, upon and through the following described premises:

Water System Easement

THE SOUTH 13 FEET OF THE NORTH 46 FEET OF SUBJECT PARCEL, PARALLEL WITH THE NORTH SECTION LINE OF SECTION 3, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

SAID PERMANENT EASEMENT CONTAINS 0.17 ACRES, MORE OR LESS.

2. Upon Seller's acceptance of this Offer to Purchase an easement, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this Offer is accepted by the Seller and if the easements can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Seller shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City's Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the easements.

5. The Seller shall deliver and the City shall accept possession of said easement upon the date of closing.

6. It is understood that the Property interest is being acquired in connection with the Pontiac Trail Water Main Project improvements over, upon and through the Property in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within ten (10) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: DAVID LANDRY
Its: Mayor

By: MARYANNE CORNELIUS
Its: City Clerk

Dated: _____, 2007

Parcel No. 22-03-101-010

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

SELLER:

limited

KAYNE PROPERTIES, LLC, a Michigan liability company

By: _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2007

DECLARATION OF TAKING

A Statement of Necessity having been made by the City of Novi setting forth that the construction of a water main along Pontiac Trail for the purpose of extending public water service to property within the City of Novi, consistent with the City's utilities plans, and to provide a loop connection to existing utilities, and to conduct work therefor in, over, upon and through the certain easement area in accordance with the plans is necessary, and that as a result it is necessary to acquire certain property rights within the City of Novi for said improvements, and that a good faith written offer to purchase an easement, over, upon and through the subject said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, and/or other applicable statutes, and in accordance with the provisions of Act 87 of Public Acts of 1980, as amended, it is now declared and determined that a Water System Easement over the real property hereinafter described shall be taken for the purpose of extending public water service to property within the City of Novi in accordance with prepared plans showing said construction:

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation

for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

I. Statement of the Estate of Interest Being Taken and Description of the Property.

Water System Easement to construct, operate, maintain and repair a water main in, over, upon, and through the location described as follows:

The South 13 feet of the North 46 feet of subject parcel, parallel with the North section line of Section 3, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan.

Said permanent easement contains 0.17 acres, more or less.

II. Names of Property Owners: Kayne Properties , LLC

III. Names of each person, other than the Owners, having an interest in the property:

Charter One Bank, Northern Life Insurance Company, Mike Genson Plumbing, Inc., City of Novi, Arbor Drugs, Inc., Oakland County, Consumers Power, Michigan National Bank –West Oakland, its successors, assigns and transferees, Pontiac Trail Properties, its successors, assigns and transferees, West Properties, Inc., its successors, assigns and transferees

IV. Estimated Just Compensation: \$9,100.00

V. The City of Novi reserves it rights to bring Federal or State cost recovery actions against the present owner of the property.

CITY OF NOVI

BY: _____

CLAY J. PEARSON
City Manager

DATED: _____, 2007

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2007, by Clay J. Pearson, as the City Manager, on behalf of the City of Novi.

Notary Public

_____, County, Michigan
My Commission Expires: _____

Prepare by and when recorded return to:
Thomas R. Schultz (P 42111)
Secret Wardle,
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
(248) 851-9500
Tax Identification No. 22-03-101-010

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