



cityofnovi.org

# CITY of NOVI CITY COUNCIL

**Agenda Item O**  
**March 23, 2009**

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

**SUBMITTING DEPARTMENT:**

**CITY MANAGER APPROVAL** 

**BACKGROUND INFORMATION:**

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

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

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

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

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

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

**EXHIBIT A**

**MICHIGAN NATURAL RESOURCES TRUST FUND- ACQUISITION PROJECT PROCEDURES**



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

**STATEMENT OF JUST COMPENSATION**

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

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

**SECTION A: PROJECT DESCRIPTION (to be completed by the local government)**

MNRTF Project Number: <b>TF 05-165</b>	MNRTF Project Title: <b>Village Wood Lake/Orchard Hills West Acquisition</b>
Grantee (local government pursuing the acquisition): <b>City of Novi</b>	Name of Grantee's Representative: <b>Randy Auler, C.P.R.P.</b>
Project Description/Purpose of the acquisition: <b>Purchase of parkland property (with partial land donation)</b>	
Acraage to be acquired: <b>approx 14.07 ac</b>	County of the real property: <b>Oakland</b>
Owners of the real property based on title records: a. <b>Mary Ann Roskelly Revocable Living Trust dated September 9, 2004</b> b. <b>Kenneth W. Terg (Jane)</b> c.	

**SECTION B: LEGAL DESCRIPTION (to be completed by the local government)**

A legal description for the real property must be attached to this *Statement of Just Compensation* form and reviewed by the landowner(s) and local unit of government before the *Statement of Just Compensation* form is signed.

**SECTION C: JUST COMPENSATION (to be completed by the local government)**

Just compensation takes into consideration the location of the property, its highest and best use, and current land sales of similar properties. An increase or decrease in the market evaluation caused by the public improvement or the project for which the property is to be acquired, or by the likelihood that the property would be acquired for such improvement or project, other than that due to the physical deterioration of the property within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

1. Just Compensation, which is the Department of Natural Resources-Approved Fair Market Value, has been identified as: **\$ 1,000,000.00**

2. Just Compensation includes amounts for the land, improvements, severance, if any, and other elements, as follows:

Land and Improvements:	<b>\$ 1,000,000.00</b>	<input type="checkbox"/> Amount includes buildings, structures or other
Less Damage to the Remainder:	<b>\$</b>	
Less/Plus Other:	<b>\$</b>	
<b>Total:</b>	<b>\$ 1,000,000.00</b>	<b>Must be amount shown in Section C (1) above</b>

**SECTION D: FEE SIMPLE TITLE (to be completed by the local government)**

**ONE OF THE FOLLOWING BOXES MUST BE CHECKED:**

Acquisition will be of fee simple title free of all liens, encumbrances, and restrictions and with no interests reserved by the landowner.

**OR**

Acquisition is subject to the following easements or restrictions or interests or rights to be reserved by the landowner.

Describe below:

**Consumers Power right-of-way (L4944 ;619); storm drains; (L8237 p195); drainage easement (L19754 p397); drainage easement (L19754 p399).**

\* **IMPORTANT** -- All easements, restrictions, and reservations of interests by the landowner must have prior approval by the DNR. If this box is checked, the local unit of government should not proceed with the acquisition without written approval from the DNR.

STATEMENT OF JUST COMPENSATION (Continued)

**SECTION E: OCCUPANTS (to be completed by the landowner)**

The following persons are occupying the property as separate households or are conducting business activities:

1. Name of Occupant	2. Name of Occupant	3. Name of Occupant
Address of Occupant	Address of Occupant	Address of Occupant
City State ZIP code	City State ZIP code	City State ZIP code
TYPE OF OCCUPANCY: <input type="checkbox"/> Household <input type="checkbox"/> Business <input type="checkbox"/> Lease <input type="checkbox"/> Rental	TYPE OF OCCUPANCY: <input type="checkbox"/> Household <input type="checkbox"/> Business <input type="checkbox"/> Lease <input type="checkbox"/> Rental	TYPE OF OCCUPANCY: <input type="checkbox"/> Household <input type="checkbox"/> Business <input type="checkbox"/> Lease <input type="checkbox"/> Rental

**SECTION F: GRANTEE CERTIFICATION (to be completed by the local government)**

- In compliance with Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, just compensation has been identified for the real property identified above.
- The Just Compensation amount is based upon a DNR-approved appraisal prepared for the local government and is not less than the appraiser's opinion of fair market value that he/she determined after a personal inspection of the property.
- The landowners were given the opportunity to accompany the appraiser.
- The local unit government is prepared to commence with negotiations for the purchase of this property.
- The local government will ensure all occupants of the property are made aware of the potential relocation benefits.
- The local government will pay all incidental costs associated with the acquisition, unless the landowner(s) waives this requirement in writing.
- This is NOT an offer to purchase.

Grantee's Representative Signature

Date

**SECTION G: LANDOWNER(S) CERTIFICATION (to be completed by the landowner)**

- I was offered the opportunity to accompany the appraiser over the subject land.
- I have received a copy of this *Statement of Just Compensation* form, fully reviewed it, and have been advised of my rights under P.L. 91-646.
- By signing of this statement, I acknowledge that I have completed Sections E and G. My signature acknowledges receipt of the completed *Statement of Just Compensation* form and places me under no obligation.

**LANDOWNER(S) SIGNATURES:**

I or my representative  DID  DID NOT accompany the appraiser. (ONE OF THESE BOXES MUST BE CHECKED)

a) Landowner or Owner's Legal Representative Signature

Date

I or my representative  DID  DID NOT accompany the appraiser. (ONE OF THESE BOXES MUST BE CHECKED)

b) Landowner or Owner's Legal Representative Signature

Date

I or my representative  DID  DID NOT accompany the appraiser. (ONE OF THESE BOXES MUST BE CHECKED)

c) Landowner or Owner's Legal Representative Signature

Date

This completed and signed document must be submitted with the Reimbursement Package to:

GRANTS MANAGEMENT  
 MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
 PO BOX 30425  
 LANSING MI 48909-7925

## PROPERTY DESCRIPTION

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

## City of Novi

Part of the Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at the West 1/4 corner of said Section 25; thence North 88 degrees 48 minutes 17 seconds East along the East and West 1/4 line 888.00 feet; thence North 41 degrees 34 minutes 33 seconds East 28.93 feet; thence North 78 degrees 59 minutes 17 seconds East 141.43 feet; thence North 70 degrees 18 minutes 17 seconds East 8.78 feet; thence South 01 degree 11 minutes 43 seconds East 207.98 feet; thence South 30 degrees 10 minutes 59 seconds West along the West line of Heatherwood Subdivision, as recorded in Liber 131, Pages 28 through 34 of Plats, Oakland County Records, 208.41 feet; thence South 50 degrees 57 minutes 53 seconds West along the Northwestern line of said subdivision 848.18 feet; thence South 89 degrees 39 minutes 10 seconds West along the North line of said subdivision 20.00 feet; thence North 00 degrees 20 minutes 50 seconds West 180.00 feet; thence South 89 degrees 39 minutes 10 seconds West 195.00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said Section 25, 735.14 feet to the point of beginning, EXCEPT the West 60.00 feet taken for road purposes.

Re: Vacant  
Tax Item No. 22-25-301-024

**MICHIGAN NATURAL RESOURCES TRUST FUND- ACQUISITION PROJECT PROCEDURES**



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

**STATEMENT OF JUST COMPENSATION**

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

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

**SECTION A: PROJECT DESCRIPTION (to be completed by the local government)**

MNRTF Project Number: <b>TF 05-165</b>	MNRTF Project Title: <b>Village Wood Lake/Orchard Hills West Acquisition</b>
Grantee (local government pursuing the acquisition): <b>City of Novi</b>	Name of Grantee's Representative: <b>Randy Auler, C.P.R.P.</b>
Project Description/Purpose of the acquisition: <b>Purchase of parkland property (with partial land donation)</b>	
Acreage to be acquired: <b>approx. 40.6 acres</b>	County of the real property: <b>Oakland</b>
Owners of the real property based on title records: a. <b>Mirage Development, LLC</b> b. _____ c. _____	

**SECTION B: LEGAL DESCRIPTION (to be completed by the local government)**

A legal description for the real property must be attached to this *Statement of Just Compensation* form and reviewed by the landowner(s) and local unit of government before the *Statement of Just Compensation* form is signed.

**SECTION C: JUST COMPENSATION (to be completed by the local government)**

Just compensation takes into consideration the location of the property, its highest and best use, and current land sales of similar properties. An increase or decrease in the market evaluation caused by the public improvement or the project for which the property is to be acquired, or by the likelihood that the property would be acquired for such improvement or project, other than that due to the physical deterioration of the property within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

- Just Compensation, which is the Department of Natural Resources-Approved Fair Market Value, has been identified as: **\$ 185,000.00**
- Just Compensation includes amounts for the land, improvements, severance, if any, and other elements, as follows:

Land and Improvements:	\$ 185,000.00	<input type="checkbox"/> Amount includes buildings, structures or other.
Less Damage to the Remainder:	\$	
Less/Plus Other:	\$	
<b>Total:</b>	<b>\$ 185,000.00</b>	<b>Must be amount shown in Section C (1) above</b>

**SECTION D: FEE SIMPLE TITLE (to be completed by the local government)**

**ONE OF THE FOLLOWING BOXES MUST BE CHECKED:**

- Acquisition will be of fee simple title free of all liens, encumbrances, and restrictions and with no interests reserved by the landowner.
- OR**
- Acquisition is subject to the following easements or restrictions or interests or rights to be reserved by the landowner.
- Describe below:  
Conservation easements (I34598 p597); (I35916 p 372);  
Sanitary sewer easement (I4972 p 311); storm drain easement (I5432 p310);  
Sanitary sewer easement (I5528 p245); storm water easement (I5845 p504);  
Water main easement (I10325 p763); drainage easement (I21615 p92);

\* **IMPORTANT** - All easements, restrictions, and reservations of interests by the landowner must have prior approval by the DNR. If this box is checked, the local unit of government should not proceed with the acquisition without written approval from the DNR.

**MICHIGAN NATURAL RESOURCES TRUST FUND- ACQUISITION PROJECT PROCEDURES**

**STATEMENT OF JUST COMPENSATION (Continued)**

**SECTION E: OCCUPANTS (to be completed by the landowner)**

The following persons are occupying the property as separate households or are conducting business activities:

1. Name of Occupant	2. Name of Occupant	3. Name of Occupant
Address of Occupant	Address of Occupant	Address of Occupant
City State ZIP code	City State ZIP code	City State ZIP code
TYPE OF OCCUPANCY: <input type="checkbox"/> Household <input type="checkbox"/> Business <input type="checkbox"/> Lease <input type="checkbox"/> Rental	TYPE OF OCCUPANCY: <input type="checkbox"/> Household <input type="checkbox"/> Business <input type="checkbox"/> Lease <input type="checkbox"/> Rental	TYPE OF OCCUPANCY: <input type="checkbox"/> Household <input type="checkbox"/> Business <input type="checkbox"/> Lease <input type="checkbox"/> Rental

**SECTION F: GRANTEE CERTIFICATION (to be completed by the local government)**

1. In compliance with Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-846, just compensation has been identified for the real property identified above.
2. The Just Compensation amount is based upon a DNR-approved appraisal prepared for the local government and is not less than the appraiser's opinion of fair market value that he/she determined after a personal inspection of the property.
3. The landowners were given the opportunity to accompany the appraiser.
4. The local unit government is prepared to commence with negotiations for the purchase of this property.
5. The local government will ensure all occupants of the property are made aware of the potential relocation benefits.
6. The local government will pay all incidental costs associated with the acquisition, unless the landowner(s) waives this requirement in writing.
7. This is NOT an offer to purchase.

Grantee's Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

**SECTION G: LANDOWNER(S) CERTIFICATION (to be completed by the landowner)**

1. I was offered the opportunity to accompany the appraiser over the subject land.
2. I have received a copy of this *Statement of Just Compensation* form, fully reviewed it, and have been advised of my rights under P.L. 91-846.
3. By signing of this statement, I acknowledge that I have completed Sections E and G. My signature acknowledges receipt of the completed *Statement of Just Compensation* form and places me under no obligation.

**LANDOWNER(S) SIGNATURES:**

I or my representative  DID  DID NOT accompany the appraiser. (ONE OF THESE BOXES MUST BE CHECKED)

a) Landowner or Owner's Legal Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

I or my representative  DID  DID NOT accompany the appraiser. (ONE OF THESE BOXES MUST BE CHECKED)

b) Landowner or Owner's Legal Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

I or my representative  DID  DID NOT accompany the appraiser. (ONE OF THESE BOXES MUST BE CHECKED)

c) Landowner or Owner's Legal Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

This completed and signed document must be submitted with the Reimbursement Package to:

GRANTS MANAGEMENT  
 MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
 PO BOX 30425  
 LANSING MI 48909-7925

## PROPERTY DESCRIPTION

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

City of Novi

## Parcel 1:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1188.85 feet and West 60 feet and South 00 degrees 33 minutes 20 seconds West 204.15 feet and North 89 degrees 28 minutes 40 seconds West 277.88 feet and South 88 degrees 15 minutes 06 seconds West 197.35 feet and South 45 degrees 58 minutes 51 seconds West 36.05 feet and South 56 degrees 03 minutes 54 seconds West 221.34 feet and South 68 degrees 10 minutes 57 seconds West 220.47 feet and South 83 degrees 35 minutes 29 seconds West 119.67 feet and North 79 degrees 00 minutes 00 seconds West 295.35 feet from East 1/4 corner; thence North 79 degrees 00 minutes 00 seconds West 115.82 feet; thence along curve to left, Radius 280 feet, Chord bears North 87 degrees 59 minutes 11 seconds West 81.22 feet, distance of 81.56 feet; thence South 83 degrees 01 minutes 39 seconds West 69.88 feet; thence along curve to right, Radius 200 feet, Chord bears North 78 degrees 02 minutes 02 seconds West 128.82 feet, distance of 132.22 feet; thence North 35 degrees 04 minutes 53 seconds East 143.43 feet; thence North 28 degrees 13 minutes 23 seconds East 51.76 feet; thence North 44 degrees 34 minutes 40 seconds East 77.32 feet; thence North 34 degrees 10 minutes 27 seconds East 28.09 feet; thence East 107.60 feet; thence South 281.27 feet; thence East 110.02 feet; thence along curve to right, Radius 170 feet, Chord bears South 04 degrees 05 minutes 54 seconds West 24.30 feet, distance of 24.32 feet to beginning.

Tax Item No. 22-26-201-011

## Parcel 2:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, Section 26, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1188.85 feet and West 60 feet from East 1/4 corner; thence South 00 degrees 33 minutes 20 seconds West 204.15 feet; thence North 89 degrees 28 minutes 40 seconds West 277.88 feet; thence along curve to left, Radius 280 feet, Chord bears South 68 degrees 15 minutes 06 seconds West 197.35 feet, distance of 202.42 feet; thence South 45 degrees 58 minutes 51 seconds West 36.05 feet; thence along curve to right, Radius 830 feet, Chord bears South 56 degrees 03 minutes 54 seconds West 221.34 feet, distance of 222.50 feet; thence South 68 degrees 10 minutes 57 seconds West 220.47 feet; thence along curve to right, Radius 200 feet, Chord bears South 83 degrees 35 minutes 29 seconds West 119.67 feet, distance of 121.54 feet; thence North 79 degrees 00 minutes 00 seconds West 235.31 feet; thence along curve to left, Radius 230 feet, Chord bears North 04 degrees 27 minutes 51 seconds East 35.80 feet, distance of 35.84 feet; thence North 6.29 feet; thence North 81 degrees 58 minutes 56 seconds East 98 feet; thence North 75 degrees 12 minutes 43 seconds East 196 feet; thence North 68 degrees 10 minutes 57 seconds East 196 feet; thence North 57 degrees 09 minutes 11 seconds East 196 feet; thence North 45 degrees 58 minutes 51 seconds East 199.79 feet; thence North 36 degrees 57 minutes 01 seconds East 99.72 feet; thence South 78 degrees 44 minutes 37 seconds East 279.38 feet; thence North 00 degrees 33 minutes 20 seconds East 35 feet; thence East 115 feet to beginning.

Tax Item No. 22-26-201-012

## Parcel 3:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant South 89 degrees 37 minutes 35 seconds West 60.01 feet from East 1/4 corner; thence South 89 degrees 37 minutes 35 seconds West 1910.46 feet; thence South 89 degrees 27 minutes 05 seconds West 220.59 feet; thence North 646.77 feet; thence East 284.87 feet; thence South 69 degrees 14 minutes 22 seconds East 55.49 feet; thence North 34 degrees 11 minutes 15 seconds East 120 feet; thence South 55 degrees 48 minutes 45 seconds East 24.77 feet; thence along curve to left, Radius 280 feet, Chord bears South 78 degrees 23 minutes 33 seconds East 182.79 feet, distance of 186.78 feet; thence North 83 degrees 01 minutes 39 seconds East 69.88 feet; thence along curve to right, Radius 200 feet, Chord bears South 57 degrees 59 minutes 11 seconds East 62.48 feet, distance of 62.74 feet; thence South 79 degrees 00 minutes 00 seconds East 411.19 feet; thence along curve to left, Radius 280 feet, Chord bears North 83 degrees 35 minutes 29 seconds East 155.59 feet, distance of 158 feet; thence North 68 degrees 10 minutes 57 seconds East 220.47 feet; thence along curve to left, Radius 690 feet, Chord bears North 56 degrees 03 minutes 54 seconds East 242.42 feet, distance of 243.69 feet; thence North 45 degrees 58 minutes 51 seconds East 36.05 feet; thence along curve to right, Radius 200 feet, Chord bears North 68 degrees 15 minutes 08 seconds East 151.81 feet, distance of 155.71 feet; thence South 89 degrees 29 minutes 40 seconds East 277.68 feet; thence South 00 degrees 33 minutes 20 seconds West 603.09 feet to beginning.

Tax Item No. 22-26-201-013



**EXHIBIT B**

**MICHIGAN NATURAL RESOURCES TRUST FUND- ACQUISITION PROJECT PROCEDURES**



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

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

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

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

**SECTION A: PROJECT DESCRIPTION (to be completed by the local government)**

MNRTF Project Number: <b>TF 05-165</b>	MNRTF Project Title: <b>Village Wood Lake/Orchard Hills West Acquisition</b>
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**SECTION B: BUYER INFORMATION (The Buyer is the MNRTF grantee/local government pursuing the acquisition)**

Name of Local Government/Buyer: <b>City of Novi</b>	Name of Local Government/Buyer's Representative: <b>Randy Auler, C.P.R.P.</b>
Address of Local Government/Buyer: <b>45175 W. Ten Mile Road</b>	City: <b>Novi</b> State: <b>MI</b> ZIP code: <b>48375</b>

**SECTION C: LANDOWNER/SELLER(S) INFORMATION (Owners of the real property based on title records)**

1. Name of Landowner/Seller: <b>Mary Ann Roskelly Revocable Living Trust</b>	2. Name of Landowner/Seller: <b>Kenneth W. Lerg</b>	3. Name of Landowner/Seller:
Address of Landowner/Seller: <b>16211 Ryland</b>	Address of Landowner/Seller: <b>33177 Schoolcraft</b>	Address of Landowner/Seller:
City: <b>Redford</b> State: <b>MI</b> ZIP code: <b>48240</b>	City: <b>Livonia</b> State: <b>MI</b> ZIP code: <b>48150</b>	City: _____ State: _____ ZIP code: _____

**SECTION D: LEGAL DESCRIPTION (to be completed by the local government)**

A legal description for the real property must be attached to this document and reviewed by the landowner(s) and local unit of government before the document is signed.

**SECTION E: JUST COMPENSATION (to be completed by the local government)**

Just Compensation, which is the Department of Natural Resources-approved fair market value, has been identified as: **\$ 1,000,000.00**

**SECTION F: OFFER TO PURCHASE PRICE (to be completed by the local government)**

An Offer to Purchase has been made in the amount of (DNR-approved fair market value or higher): **\$ 1,000,000.00**

**SECTION G: CASH COMPENSATION AND VALUE OF LAND DONATION (to be completed by the landowner)**

1. The landowner has voluntarily agreed to accept Cash Compensation in the amount of:	<b>\$ 848,500.00</b>
2. The difference between the Just Compensation/Offer to Purchase Amount and the Cash Compensation Amount is: (This represents a donation of land value from the Landowner/Seller(s) to the Local Government/Buyer)	<b>\$ 151,500.00</b>

**SECTION H: LOCAL GOVERNMENT/BUYER CERTIFICATION**

By signing this document, the Local Government/Buyer certifies the following:

- The Local Government/Buyer as listed in Section B offers to purchase the property described under Section D for the purchase price listed in Section F and to pay the incidental closing costs, unless waived by the Landowner/Seller(s).
- Cash compensation in the amount listed in Section G will be provided at the time of closing. The difference in the Just Compensation/Offer to Purchase price and the Cash Compensation amount as listed in Section G represents a donation of land value.
- The value of the land donation may be used by the local government to meet all or a portion of their match obligations for the MNRTF grant; with prior approval from the Department of Natural Resources and the MNRTF Board. Approved land donation will, at the time of closing, be a credit to the Local Government/Buyer and a debit to the Landowner/Seller(s).

Local Government's Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**SECTION I: LANDOWNER/SELLER(S) CERTIFICATION (to be completed by the landowner/seller)**

By signing this document, the Landowner/Seller(s) certifies the following:

1. I have been informed of all of my rights and benefits under the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646).
2. I have been provided with a Statement of Just Compensation.
3. Of my own choice, I have elected to accept the Cash Compensation Amount listed in Section G.1., which is less than the Just Compensation/Offer to Purchase price, as based on the DNR-approved fair market value. The difference represents a donation of land value to the Local Government/Buyer. I understand that the value of the land donation may be used by the local government to meet their match obligations for a MNRTF grant with prior approval of the DNR.
4. I accept this Offer to Purchase and the Cash Compensation Amount.
5. The reason(s) I am accepting cash compensation in an amount less than the Just Compensation/Offer to Purchase is:

Desire to donate some value of the property in order to assist in local  
efforts to establish parkland/recreational opportunities.

a) Landowner/Seller or Landowner's/Seller's Legal Representative Signature

Date

b) Landowner/Seller or Landowner's/Seller's Legal Representative Signature

Date

c) Landowner/Seller or Landowner's/Seller's Legal Representative Signature

Date

This completed and signed document must be submitted with the Reimbursement Package to:

GRANTS MANAGEMENT  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
PO BOX 30425  
LANSING MI 48909-7925

## PROPERTY DESCRIPTION

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

## City of Novi

Part of the Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at the West 1/4 corner of said Section 25; thence North 88 degrees 48 minutes 17 seconds East along the East and West 1/4 line 888.00 feet; thence North 41 degrees 34 minutes 33 seconds East 28.93 feet; thence North 78 degrees 59 minutes 17 seconds East 141.43 feet; thence North 70 degrees 18 minutes 17 seconds East 8.78 feet; thence South 01 degree 11 minutes 43 seconds East 207.98 feet; thence South 30 degrees 10 minutes 59 seconds West along the West line of Heatherwood Subdivision, as recorded in Liber 131, Pages 28 through 34 of Plats, Oakland County Records, 208.41 feet; thence South 60 degrees 57 minutes 53 seconds West along the Northwestern line of said subdivision 948.18 feet; thence South 89 degrees 39 minutes 10 seconds West along the North line of said subdivision 20.00 feet; thence North 00 degrees 20 minutes 50 seconds West 180.00 feet; thence South 89 degrees 39 minutes 10 seconds West 185.00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said Section 25, 735.14 feet to the point of beginning, EXCEPT the West 60.00 feet taken for road purposes.

Ret--Vacant

Tax Item No. 22-26-301-024

**MICHIGAN NATURAL RESOURCES TRUST FUND- ACQUISITION PROJECT PROCEDURES**



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

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

Required By Act 451, P.A. 1894, as amended, and Act 227 of 1972. Submission required for payment/reimbursement.

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

**SECTION A: PROJECT DESCRIPTION (to be completed by the local government)**

MNRTF Project Number: <b>TF 05-165</b>	MNRTF Project Title: <b>Village Wood Lake/Orchard Hills West Acquisition</b>
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**SECTION B: BUYER INFORMATION (The Buyer is the MNRTF grantee/local government pursuing the acquisition)**

Name of Local Government/Buyer: <b>City of Novi</b>	Name of Local Government/Buyer's Representative: <b>Randy Auler, C.P.R.P.</b>
Address of Local Government/Buyer: <b>45175 W. Ten Mile Road, Novi, MI 48375</b>	City: <b>Novi</b> State: <b>MI</b> ZIP code: <b>48375</b>

**SECTION C: LANDOWNER/SELLER(S) INFORMATION (Owners of the real property based on title records)**

1. Name of Landowner/Seller	2. Name of Landowner/Seller	3. Name of Landowner/Seller
<b>Mirage Development, LLC</b>		
Address of Landowner/Seller: <b>45830 W. Ten Mile Road</b>	Address of Landowner/Seller:	Address of Landowner/Seller:
City: <b>Novi</b> State: <b>MI</b> ZIP code: <b>48375</b>	City: State: ZIP code:	City: State: ZIP code:

**SECTION D: LEGAL DESCRIPTION (to be completed by the local government)**

A legal description for the real property must be attached to this document and reviewed by the landowner(s) and local unit of government before the document is signed.

**SECTION E: JUST COMPENSATION (to be completed by the local government)**

Just Compensation, which is the Department of Natural Resources-approved fair market value, has been identified as: **\$ 185,000.00**

**SECTION F: OFFER TO PURCHASE PRICE (to be completed by the local government)**

An Offer to Purchase has been made in the amount of (DNF-approved fair market value or higher): **\$ 185,000.00**

**SECTION G: CASH COMPENSATION AND VALUE OF LAND DONATION (to be completed by the landowner)**

- The landowner has voluntarily agreed to accept Cash Compensation in the amount of: **\$ 0.00**
- The difference between the Just Compensation/Offer to Purchase Amount and the Cash Compensation Amount is: **\$ 185,000.00**  
(This represents a donation of land value from the Landowner/Seller(s) to the Local Government/Buyer)

**SECTION H: LOCAL GOVERNMENT/BUYER CERTIFICATION**

By signing this document, the Local Government/Buyer certifies the following:

- The Local Government/Buyer as listed in Section B offers to purchase the property described under Section D for the purchase price listed in Section F and to pay the incidental closing costs, unless waived by the Landowner/Seller(s).
- Cash compensation in the amount listed in Section G will be provided at the time of closing. The difference in the Just Compensation/Offer to Purchase price and the Cash Compensation amount as listed in Section G represents a donation of land value.
- The value of the land donation may be used by the local government to meet all or a portion of their match obligations for the MNRTF grant, with prior approval from the Department of Natural Resources and the MNRTF Board. Approved land donation will, at the time of closing, be a credit to the Local Government/Buyer and a debit to the Landowner/Seller(s).

Local Government's Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**SECTION I: LANDOWNER/SELLER(S) CERTIFICATION (to be completed by the landowner/seller)**

By signing this document, the Landowner/Seller(s) certifies the following:

1. I have been informed of all of my rights and benefits under the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646).
2. I have been provided with a Statement of Just Compensation.
3. Of my own choice, I have elected to accept the Cash Compensation Amount listed in Section G.1., which is less than the Just Compensation/Offer to Purchase price, as based on the DNR-approved fair market value. The difference represents a donation of land value to the Local Government/Buyer. I understand that the value of the land donation may be used by the local government to meet their match obligations for a MNRTF grant with prior approval of the DNR.
4. I accept this Offer to Purchase and the Cash Compensation Amount.
5. The reason(s) I am accepting cash compensation in an amount less than the Just Compensation/Offer to Purchase is:

Desire to donate entire interest in property to assist in local efforts to  
establish parkland/recreation opportunities.

a) Landowner/Seller or Landowner's/Seller's Legal Representative Signature Date

b) Landowner/Seller or Landowner's/Seller's Legal Representative Signature Date

c) Landowner/Seller or Landowner's/Seller's Legal Representative Signature Date

This completed and signed document must be submitted with the Reimbursement Package to:

GRANTS MANAGEMENT  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
PO BOX 30425  
LANSING MI 48909-7925

## PROPERTY DESCRIPTION

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

City of Novi

## Parcel 1:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1188.85 feet and West 80 feet and South 00 degrees 33 minutes 20 seconds West 204.15 feet and North 89 degrees 28 minutes 40 seconds West 277.88 feet and South 68 degrees 15 minutes 06 seconds West 197.35 feet and South 45 degrees 58 minutes 51 seconds West 38.05 feet and South 68 degrees 03 minutes 54 seconds West 221.34 feet and South 68 degrees 10 minutes 57 seconds West 220.47 feet and South 83 degrees 35 minutes 29 seconds West 119.67 feet and North 79 degrees 00 minutes 00 seconds West 295.38 feet from East 1/4 corner; thence North 79 degrees 00 minutes 00 seconds West 115.82 feet; thence along curve to left, Radius 280 feet, Chord bears North 87 degrees 59 minutes 11 seconds West 81.22 feet, distance of 81.56 feet; thence South 83 degrees 01 minutes 39 seconds West 89.88 feet; thence along curve to right, Radius 200 feet, Chord bears North 78 degrees 02 minutes 02 seconds West 129.82 feet, distance of 132.22 feet; thence North 35 degrees 04 minutes 53 seconds East 143.43 feet; thence North 28 degrees 13 minutes 23 seconds East 51.76 feet; thence North 44 degrees 34 minutes 40 seconds East 77.32 feet; thence North 34 degrees 10 minutes 27 seconds East 28.09 feet; thence East 107.60 feet; thence South 281.27 feet; thence East 110.02 feet; thence along curve to right, Radius 170 feet, Chord bears South 04 degrees 05 minutes 54 seconds West 24.30 feet, distance of 24.32 feet to beginning.

Tax item No. 22-26-201-011

## Parcel 2:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, Section 26, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1188.85 feet and West 80 feet from East 1/4 corner; thence South 00 degrees 33 minutes 20 seconds West 204.15 feet; thence North 89 degrees 28 minutes 40 seconds West 277.88 feet; thence along curve to left, Radius 280 feet, Chord bears South 68 degrees 15 minutes 06 seconds West 197.35 feet, distance of 202.42 feet; thence South 45 degrees 58 minutes 51 seconds West 38.05 feet; thence along curve to right, Radius 630 feet, Chord bears South 68 degrees 03 minutes 54 seconds West 221.34 feet, distance of 222.50 feet; thence South 68 degrees 10 minutes 57 seconds West 220.47 feet; thence along curve to right, Radius 200 feet, Chord bears South 83 degrees 35 minutes 29 seconds West 119.67 feet, distance of 121.54 feet; thence North 79 degrees 00 minutes 00 seconds West 235.31 feet; thence along curve to left, Radius 230 feet, Chord bears North 04 degrees 27 minutes 51 seconds East 35.80 feet, distance of 35.84 feet; thence North 8.28 feet; thence North 81 degrees 58 minutes 58 seconds East 98 feet; thence North 75 degrees 12 minutes 43 seconds East 188 feet; thence North 68 degrees 10 minutes 57 seconds East 198 feet; thence North 57 degrees 09 minutes 11 seconds East 198 feet; thence North 45 degrees 58 minutes 51 seconds East 199.79 feet; thence North 36 degrees 57 minutes 01 seconds East 99.72 feet; thence South 78 degrees 44 minutes 37 seconds East 279.38 feet; thence North 00 degrees 33 minutes 20 seconds East 35 feet; thence East 116 feet to beginning.

Tax item No. 22-26-201-012

## Parcel 3:

Part of Northeast 1/4 of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant South 89 degrees 37 minutes 35 seconds West 60.01 feet from East 1/4 corner; thence South 89 degrees 37 minutes 35 seconds West 1910.46 feet; thence South 89 degrees 27 minutes 05 seconds West 220.59 feet; thence North 648.77 feet; thence East 284.87 feet; thence South 69 degrees 14 minutes 22 seconds East 55.49 feet; thence North 34 degrees 11 minutes 15 seconds East 120 feet; thence South 65 degrees 48 minutes 45 seconds East 24.77 feet; thence along curve to left, Radius 280 feet, Chord bears South 78 degrees 23 minutes 33 seconds East 182.79 feet, distance of 188.78 feet; thence North 83 degrees 01 minutes 39 seconds East 89.88 feet; thence along curve to right, Radius 200 feet, Chord bears South 87 degrees 59 minutes 11 seconds East 82.48 feet, distance of 82.74 feet; thence South 79 degrees 00 minutes 00 seconds East 411.19 feet; thence along curve to left, Radius 280 feet, Chord bears North 83 degrees 35 minutes 29 seconds East 155.58 feet, distance of 158 feet; thence North 68 degrees 10 minutes 57 seconds East 220.47 feet; thence along curve to left, Radius 630 feet, Chord bears North 68 degrees 03 minutes 54 seconds East 242.42 feet, distance of 243.69 feet; thence North 45 degrees 58 minutes 51 seconds East 38.05 feet; thence along curve to right, Radius 200 feet, Chord bears North 68 degrees 15 minutes 06 seconds East 151.81 feet, distance of 155.71 feet; thence South 89 degrees 28 minutes 40 seconds East 277.88 feet; thence South 00 degrees 33 minutes 20 seconds West 903.09 feet to beginning.

Tax item No. 22-26-201-013

**EXHIBIT C**



**MICHIGAN NATURAL RESOURCES TRUST FUND- ACQUISITION PROJECT PROCEDURES**



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

**CLOSING STATEMENT**

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

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

PROJECT DESCRIPTION	
MNRTF Project Number: <b>TF 05-165</b>	MNRTF Project Title: <b>Village Wood Lake/Orchard Hills West Acquisition</b>
Grantee (local government pursuing the acquisition): <b>City of Novi</b>	Name of Grantee's Representative: <b>Randy Auler, C.P.P.C.</b>
Owner(s) of the real property based on title records: a. <b>Mirage Development, LLC</b> c. _____	

BUYER'S STATEMENT	
CHARGES (Debits)	
Description	Amount
Purchase Price	\$ 185,000.00
Title Insurance	\$ 1,020.70
Prorated Summer Taxes*	\$ exempt
Prorated Winter Taxes*	\$ exempt
Recording Fees	\$ 53.00
Revenue Stamps	\$ 1,591.00
Closing Fee (excluding attorney fees)	\$
<b>TOTAL CHARGES</b>	<b>\$ 187,664.70</b>
CREDITS	
Option	\$
Miscellaneous (including Land Donation)	\$ 185,000.00
	\$
	\$
<b>TOTAL CREDITS</b>	<b>\$ 185,000.00</b>
BALANCE DUE COMPUTATION	
TOTAL CHARGES	\$ 187,664.70
LESS TOTAL CREDITS	\$ 185,000.00
<b>BALANCE DUE</b>	<b>\$ 2,664.70</b>

SELLER'S STATEMENT	
CHARGES (Debits)	
Description	Amount
Title Insurance	\$
Revenue Stamps	\$
Prorated Summer Taxes	\$
Prorated Winter Taxes	\$
Recording Fees	\$
Miscellaneous (including Land Donation)	\$ 185,000.00
	\$
<b>TOTAL CHARGES</b>	<b>\$ 185,000.00</b>
CREDITS	
Purchase Price	\$ 185,000.00
Prorated Summer Taxes	\$
Prorated Winter Taxes	\$
Miscellaneous	\$
<b>TOTAL CREDITS</b>	<b>\$ 185,000.00</b>
NET DUE COMPUTATION	
TOTAL CREDITS	\$ 185,000.00
LESS TOTAL CHARGES	\$ 185,000.00
<b>NET DUE</b>	<b>\$ -0-</b>

\*Taxes paid that are allocable to a period subsequent to vesting of title in the buyer or effective date of possession by the buyer, whichever is earlier.  
I/We consider the foregoing to be correct accounting and hereby acknowledge that I/we have received a copy of this closing statement.

I/We consider the foregoing to be correct accounting and hereby acknowledge that I/we have received a copy of this closing statement

\_\_\_\_\_  
Buyer's Representative Signature Date

\_\_\_\_\_  
Landowner/Seller or Legal Representative Signature Date

\_\_\_\_\_  
Landowner/Seller or Legal Representative Signature Date

\_\_\_\_\_  
Landowner/Seller or Legal Representative Signature Date

This completed and signed document must be submitted with the Reimbursement Package to:  
**GRANTS MANAGEMENT  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
PO BOX 30425  
LANSING MI 48909-7925**

**MICHIGAN NATURAL RESOURCES TRUST FUND- ACQUISITION PROJECT PROCEDURES**



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

**CLOSING STATEMENT**

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

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

PROJECT DESCRIPTION	
MNRTF Project Number: <b>TF 05-165</b>	MNRTF Project Title: <b>Village Wood/Lake/Orchard Hills West Acquisition</b>
Grantee (local government pursuing the acquisition): <b>City of Novi</b>	Name of Grantee's Representative: <b>Randy Auler, C.P.P.C.</b>
Owner(s) of the real property based on title records: a. <u>Mary Ann Roskelly Trust</u> b. <u>Kenneth W. Terg (Jane)</u> c. _____	

BUYER'S STATEMENT	
CHARGES (Debits)	
Description	Amount
Purchase Price	\$ 1,000,000.00
Title Insurance	\$ 1,800.00
Prorated Summer Taxes*	\$ 1,332.81
Prorated Winter Taxes*	\$ 1,584.99
Recording Fees	\$ 75.00
Revenue Stamps	\$ 8,600.00
Closing Fee (excluding attorney fees)	\$
<b>TOTAL CHARGES</b>	<b>\$ 1,013,415.80</b>
CREDITS	
Option	\$
Miscellaneous (including Land Donation)	\$ 151,500.00
	\$
	\$
<b>TOTAL CREDITS</b>	<b>\$ 151,500.00</b>
BALANCE DUE COMPUTATION	
TOTAL CHARGES	\$ 1,013,415.80
LESS TOTAL CREDITS	\$ 151,500.00
<b>BALANCE DUE</b>	<b>\$ 861,915.80</b>

SELLER'S STATEMENT	
CHARGES (Debits)	
Description	Amount
Title Insurance	\$
Revenue Stamps	\$
Prorated Summer Taxes	\$ 5,842.42
Prorated Winter Taxes	\$ 1,936.83
Recording Fees	\$
Miscellaneous (including Land Donation)	\$ 151,500.00
Delinquent Tax Fee	\$ 388.96
<b>TOTAL CHARGES</b>	<b>\$ 159,668.21</b>
CREDITS	
Purchase Price	\$1,000,000.00
Prorated Summer Taxes	\$ 1,332.81
Prorated Winter Taxes	\$ 1,584.99
Miscellaneous	\$
<b>TOTAL CREDITS</b>	<b>\$1,002,917.80</b>
NET DUE COMPUTATION	
TOTAL CREDITS	\$1,002,917.80
LESS TOTAL CHARGES	\$ 159,668.21
<b>NET DUE</b>	<b>\$ 843,249.59</b>

\* Taxes paid that are allocable to a period subsequent to vesting of title in the buyer or effective date of possession by the buyer, whichever is earlier.  
I/We consider the foregoing to be correct accounting and hereby acknowledge that I/we have received a copy of this closing statement.

I/We consider the foregoing to be correct accounting and hereby acknowledge that I/we have received a copy of this closing statement

\_\_\_\_\_  
Buyer's Representative Signature Date

\_\_\_\_\_  
Landowner/Seller or Legal Representative Signature Date

\_\_\_\_\_  
Landowner/Seller or Legal Representative Signature Date

\_\_\_\_\_  
Landowner/Seller or Legal Representative Signature Date

This completed and signed document must be submitted with the Reimbursement Package to:

**GRANTS MANAGEMENT  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
PO BOX 30425  
LANSING MI 48909-7925**

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

**EXHIBIT D**

**WARRANTY DEED**

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

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

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

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

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

Subject to easements and restrictions of record.

Public Act 591 of 1997 requires the following: this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantors grant the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

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

Dated this \_\_\_\_\_ day of March, 2009.

Signed in the presence of:

Signed by: Mirage Development, LLC,  
a Michigan limited liability company

\_\_\_\_\_  
Claudio Rossi, Managing Member

[Acknowledgments on Next Page]

STATE OF MICHIGAN )  
 )SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of March, 2009, by Claudio Rossi, the duly-authorized Managing Member of Mirage Development, LLC, a Michigan Limited Liability Company.

\_\_\_\_\_  
, Notary Public  
Oakland County, MI  
Acting in Oakland County, MI  
My Commission Expires:

When Recorded Return To: Grantee	Send Subsequent Tax Bills To: Grantee	Drafted By: Thomas R. Schultz, Esq. Secret Wardle, PC 30903 Northwestern Highway, P.O. Box 3040 Farmington Hills, MI 48333-3040
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Tax Parcel No. 22-26-201-011; 22-26-201-012; 22-26-201-013  
Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

**LEGAL DESCRIPTION**

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PROPERTY DESCRIPTION

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

City of Novi

Parcel 1:

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1188.85 feet and West 60 feet and South 00 degrees 33 minutes 20 seconds West 204.15 feet and North 89 degrees 28 minutes 40 seconds West 277.88 feet and South 68 degrees 15 minutes 08 seconds West 187.35 feet and South 45 degrees 58 minutes 51 seconds West 38.05 feet and South 58 degrees 03 minutes 54 seconds West 221.34 feet and South 68 degrees 10 minutes 57 seconds West 220.47 feet and South 83 degrees 35 minutes 29 seconds West 119.87 feet and North 79 degrees 00 minutes 00 seconds West 295.36 feet from East 1/4 corner; thence North 79 degrees 00 minutes 00 seconds West 115.82 feet; thence along curve to left, Radius 280 feet, Chord bears North 87 degrees 59 minutes 11 seconds West 81.22 feet, distance of 81.58 feet; thence South 83 degrees 01 minutes 39 seconds West 69.88 feet; thence along curve to right, Radius 200 feet, Chord bears North 78 degrees 02 minutes 02 seconds West 129.82 feet, distance of 132.22 feet; thence North 35 degrees 04 minutes 53 seconds East 143.43 feet; thence North 28 degrees 13 minutes 23 seconds East 51.76 feet; thence North 44 degrees 34 minutes 40 seconds East 77.32 feet; thence North 34 degrees 10 minutes 27 seconds East 28.09 feet; thence East 107.60 feet; thence South 261.27 feet; thence East 110.02 feet; thence along curve to right, Radius 170 feet, Chord bears South 04 degrees 05 minutes 54 seconds West 24.30 feet, distance of 24.32 feet to beginning.

Tax Item No. 22-28-201-011

Parcel 2:

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, Section 28, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1188.85 feet and West 60 feet from East 1/4 corner; thence South 00 degrees 33 minutes 20 seconds West 204.15 feet; thence North 89 degrees 28 minutes 40 seconds West 277.88 feet; thence along curve to left, Radius 280 feet, Chord bears South 88 degrees 15 minutes 08 seconds West 197.35 feet, distance of 202.42 feet; thence South 45 degrees 58 minutes 51 seconds West 38.05 feet; thence along curve to right, Radius 630 feet, Chord bears South 68 degrees 03 minutes 54 seconds West 221.34 feet, distance of 222.50 feet; thence South 68 degrees 10 minutes 57 seconds West 220.47 feet; thence along curve to right, Radius 200 feet, Chord bears South 83 degrees 35 minutes 29 seconds West 119.87 feet, distance of 121.54 feet; thence North 79 degrees 00 minutes 00 seconds West 235.31 feet; thence along curve to left, Radius 230 feet, Chord bears North 04 degrees 27 minutes 51 seconds East 35.80 feet, distance of 35.84 feet; thence North 8.29 feet; thence North 81 degrees 58 minutes 58 seconds East 88 feet; thence North 76 degrees 12 minutes 43 seconds East 189 feet; thence North 68 degrees 10 minutes 57 seconds East 196 feet; thence North 67 degrees 09 minutes 11 seconds East 198 feet; thence North 45 degrees 58 minutes 51 seconds East 189.79 feet; thence North 36 degrees 57 minutes 01 seconds East 89.72 feet; thence South 78 degrees 44 minutes 37 seconds East 279.38 feet; thence North 00 degrees 33 minutes 20 seconds East 35 feet; thence East 115 feet to beginning.

Tax Item No. 22-28-201-012

Parcel 3:

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant South 89 degrees 37 minutes 35 seconds West 80.01 feet from East 1/4 corner; thence South 89 degrees 37 minutes 35 seconds West 1810.48 feet; thence South 89 degrees 27 minutes 05 seconds West 220.59 feet; thence North 848.77 feet; thence East 284.87 feet; thence South 69 degrees 14 minutes 22 seconds East 55.48 feet; thence North 34 degrees 11 minutes 15 seconds East 120 feet; thence South 55 degrees 48 minutes 45 seconds East 24.77 feet; thence along curve to left, Radius 280 feet, Chord bears South 78 degrees 23 minutes 33 seconds East 182.79 feet, distance of 186.78 feet; thence North 83 degrees 01 minutes 39 seconds East 69.88 feet; thence along curve to right, Radius 200 feet, Chord bears South 87 degrees 59 minutes 11 seconds East 82.48 feet, distance of 82.74 feet; thence South 79 degrees 00 minutes 00 seconds East 411.19 feet; thence along curve to left, Radius 280 feet, Chord bears North 83 degrees 35 minutes 29 seconds East 155.58 feet, distance of 158 feet; thence North 68 degrees 10 minutes 57 seconds East 220.47 feet; thence along curve to left, Radius 890 feet, Chord bears North 68 degrees 03 minutes 54 seconds East 242.42 feet, distance of 243.69 feet; thence North 45 degrees 58 minutes 51 seconds East 38.05 feet; thence along curve to right, Radius 200 feet, Chord bears North 68 degrees 15 minutes 08 seconds East 151.81 feet, distance of 155.71 feet; thence South 89 degrees 28 minutes 40 seconds East 277.88 feet; thence South 00 degrees 33 minutes 20 seconds West 803.09 feet to beginning.

Tax Item No. 22-28-201-013





**WARRANTY DEED**

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

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

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

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

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

Subject to easements and restrictions of record.

Public Act 591 of 1997 requires the following: this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantors grant the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

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

Dated this \_\_\_\_ day of March, 2009.

[signatures/acknowledgments on next page]

Signed in the presence of:

Signed by:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Kenneth W. Lerg, Husband

\_\_\_\_\_  
Jane Lerg, Wife

Signed in the presence of:

Signed by:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mary Ann Roskelly, Trustee of the  
Mary Ann Roskelly Living Trust,  
Dated September 9, 2004

STATE OF MICHIGAN )  
  ) SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of March, 2009, by Kenneth W. Lerg and Jane Lerg, husband and wife, and Mary Ann Roskelly, Trustee of the Mary Ann Roskelly Living Trust, dated September 9, 2004.

\_\_\_\_\_  
, Notary Public  
Acting in Oakland County, MI  
My Commission Expires:

When Recorded Return To: Grantee	Send Subsequent Tax Bills To: Grantee	Drafted By: Thomas R. Schultz, Esq. Secret Wardle, PC 30903 Northwestern Highway, P.O. Box 3040 Farmington Hills, MI 48333-3040
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Tax Parcel No. 22-25-301-024  
Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

**LEGAL DESCRIPTION**

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**PROPERTY DESCRIPTION**

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

City of Novi

Part of the Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at the West 1/4 corner of said Section 25; thence North 88 degrees 48 minutes 17 seconds East along the East and West 1/4 line 888.00 feet; thence North 41 degrees 34 minutes 33 seconds East 28.83 feet; thence North 78 degrees 59 minutes 17 seconds East 141.43 feet; thence North 70 degrees 18 minutes 17 seconds East 8.78 feet; thence South 01 degree 11 minutes 43 seconds East 207.98 feet; thence South 30 degrees 10 minutes 59 seconds West along the West line of Heatherwood Subdivision, as recorded in Liber 131, Pages 28 through 34 of Plats, Oakland County Records, 208.41 feet; thence South 50 degrees 57 minutes 53 seconds West along the Northwestern line of said subdivision 848.18 feet; thence South 89 degrees 39 minutes 10 seconds West along the North line of said subdivision 20.00 feet; thence North 00 degrees 20 minutes 50 seconds West 180.00 feet; thence South 89 degrees 39 minutes 10 seconds West 195.00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said Section 25, 735.14 feet to the point of beginning, EXCEPT the West 80.00 feet taken for road purposes.

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Re: Vacant  
Tax Item No. 22-25-301-024

**EXHIBIT E**

**WARRANTY DEED (Mineral Royalty Interest)**

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

conveys and warrants to the **STATE OF MICHIGAN**

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

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

See attached legal description, incorporated herein by this reference.

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

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

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

Tax ID No.      22-26-201-011  
                         22-26-201-012  
                         22-26-201-013

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

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

Dated this \_\_\_\_\_ day of March, 2009.

[Signatures on Next Page]

Signed in the presence of:

Signed by: City of Novi

Print Name:

By: David B. Landry

Its: Mayor

Print Name:

By: Maryanne Cornelius

Its: Clerk

STATE OF MICHIGAN }  
                                  }ss  
COUNTY OF Oakland }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2009 by David B. Landry and Maryanne Cornelius, Mayor and Clerk, respectively, of the City of Novi, a Michigan municipal corporation.

\_\_\_\_\_  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires:

<p>When Recorded Return To:</p> <p>Grants Management Michigan Department of Natural Resources P.O. Box 30425 Lansing, MI 48909-7925</p>	<p>Send Subsequent Tax Bills To:</p> <p>Grantor</p>	<p>Drafted By:</p> <p>Thomas R. Schultz, Esq. Business Address: 30903 Northwestern Highway P.O. Box 3040 Farmington Hills, MI 48333</p>
<p>PARCEL ID#s: 22-26-201-011;22-26-201-012;22-26-201-013</p>	<p>Recording Fee \$</p>	

PROPERTY DESCRIPTION

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

City of Novi

Parcel 1:

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1188.85 feet and West 60 feet and South 00 degrees 33 minutes 20 seconds West 204.15 feet and North 89 degrees 28 minutes 40 seconds West 277.88 feet and South 68 degrees 15 minutes 08 seconds West 197.35 feet and South 45 degrees 58 minutes 51 seconds West 38.05 feet and South 58 degrees 03 minutes 54 seconds West 221.34 feet and South 88 degrees 10 minutes 57 seconds West 220.47 feet and South 83 degrees 35 minutes 29 seconds West 119.87 feet and North 79 degrees 00 minutes 00 seconds West 295.38 feet from East 1/4 corner; thence North 79 degrees 00 minutes 00 seconds West 115.82 feet; thence along curve to left, Radius 280 feet, Chord bears North 87 degrees 59 minutes 11 seconds West 81.22 feet, distance of 81.55 feet; thence South 83 degrees 01 minutes 39 seconds West 69.88 feet; thence along curve to right, Radius 200 feet, Chord bears North 78 degrees 02 minutes 02 seconds West 129.82 feet, distance of 132.22 feet; thence North 35 degrees 04 minutes 53 seconds East 143.43 feet; thence North 28 degrees 13 minutes 23 seconds East 51.76 feet; thence North 44 degrees 34 minutes 40 seconds East 77.32 feet; thence North 34 degrees 10 minutes 27 seconds East 28.09 feet; thence East 107.60 feet; thence South 281.27 feet; thence East 110.02 feet; thence along curve to right, Radius 170 feet, Chord bears South 04 degrees 05 minutes 54 seconds West 24.30 feet, distance of 24.32 feet to beginning.

Tax Item No. 22-26-201-011

Parcel 2:

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, Section 28, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1188.85 feet and West 60 feet from East 1/4 corner; thence South 00 degrees 33 minutes 20 seconds West 204.15 feet; thence North 89 degrees 28 minutes 40 seconds West 277.88 feet; thence along curve to left, Radius 280 feet, Chord bears South 68 degrees 15 minutes 08 seconds West 197.35 feet, distance of 202.42 feet; thence South 45 degrees 58 minutes 51 seconds West 38.05 feet; thence along curve to right, Radius 630 feet, Chord bears South 68 degrees 10 minutes 57 seconds West 220.47 feet, distance of 222.50 feet; thence South 83 degrees 35 minutes 29 seconds West 119.87 feet, distance of 121.54 feet; thence North 79 degrees 00 minutes 00 seconds West 235.31 feet; thence along curve to left, Radius 230 feet, Chord bears North 04 degrees 27 minutes 51 seconds East 35.80 feet, distance of 35.84 feet; thence North 8.29 feet; thence North 81 degrees 59 minutes 58 seconds East 98 feet; thence North 75 degrees 12 minutes 43 seconds East 198 feet; thence North 58 degrees 10 minutes 57 seconds East 196 feet; thence North 67 degrees 09 minutes 11 seconds East 189 feet; thence North 45 degrees 58 minutes 51 seconds East 189.79 feet; thence North 36 degrees 57 minutes 01 seconds East 89.72 feet; thence South 78 degrees 44 minutes 37 seconds East 279.38 feet; thence North 00 degrees 33 minutes 20 seconds East 35 feet; thence East 115 feet to beginning.

Tax Item No. 22-26-201-012

Parcel 3:

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant South 89 degrees 37 minutes 35 seconds West 60.01 feet from East 1/4 corner; thence South 89 degrees 37 minutes 35 seconds West 1910.48 feet; thence South 88 degrees 27 minutes 05 seconds West 220.59 feet; thence North 648.77 feet; thence East 284.87 feet; thence South 89 degrees 14 minutes 22 seconds East 55.49 feet; thence North 34 degrees 11 minutes 15 seconds East 120 feet; thence South 55 degrees 48 minutes 45 seconds East 24.77 feet; thence along curve to left, Radius 260 feet, Chord bears South 78 degrees 23 minutes 33 seconds East 182.79 feet, distance of 188.78 feet; thence North 83 degrees 01 minutes 39 seconds East 89.88 feet; thence along curve to right, Radius 200 feet, Chord bears South 87 degrees 59 minutes 11 seconds East 82.48 feet, distance of 82.74 feet; thence South 79 degrees 00 minutes 00 seconds East 411.19 feet; thence along curve to left, Radius 280 feet, Chord bears North 83 degrees 35 minutes 29 seconds East 155.58 feet, distance of 158 feet; thence North 88 degrees 10 minutes 57 seconds East 220.47 feet; thence along curve to left, Radius 690 feet, Chord bears North 58 degrees 03 minutes 54 seconds East 242.42 feet, distance of 243.69 feet; thence North 45 degrees 58 minutes 51 seconds East 38.05 feet; thence along curve to right, Radius 200 feet, Chord bears North 68 degrees 15 minutes 08 seconds East 151.81 feet, distance of 155.71 feet; thence South 89 degrees 28 minutes 40 seconds East 277.88 feet; thence South 00 degrees 33 minutes 20 seconds West 803.09 feet to beginning.

Tax Item No. 22-26-201-013



**EXHIBIT "A" OF THE MINERAL INTEREST**

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

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

[SEE ATTACHED]

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containing 40.6 mineral acres or less.

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

None.

MINERAL ROYALTY INTEREST DEED - REQUIRED CONTENT (Continued)

Exhibit "B" of the Mineral Interest

NONPARTICIPATING ROYALTY PAYMENT TERMS - (Continued)

1. Definitions:

- a. "Gas" means a mixture of hydrocarbons and varying quantities of nonhydrocarbons in a gaseous state which may or may not be associated with oil, including those liquids resulting from condensation; including, but not limited to, natural gas and casinghead gas.
- b. "Gross Proceeds" means the total moneys and other consideration accruing to an oil and gas Lessee for the disposition of the oil, gas, or plant products produced. Gross proceeds includes, but is not limited to, payments to the Lessee for certain services such as compression, dehydration; measurement, and/or gathering which the Lessee is obligated to perform at no cost to the Nonparticipating Royalty Owner to place lease products in marketable condition. Where lease products are sold to an affiliated person or entity, gross proceeds are equivalent to the gross proceeds derived from, or paid under, comparable arm's-length contracts for purchases, sales, or other dispositions of like-quality lease products from the same field or area. In evaluating the comparability of arm's-length contracts for purposes of this Agreement, the following factors shall be considered: price, time of execution, duration, market or markets served, terms, quality, volume, posted prices, prices received for arm's-length spot sales, other reliable public sources of price or market information, and such other factors as may be appropriate.
- c. "Lease Products" means any leased minerals attributable to, originating from, or allocated to this Lease.
- d. "Marketable Condition" for gas means sufficiently free from impurities, except CO<sub>2</sub>, H<sub>2</sub>S, and N<sub>2</sub>, and otherwise in a condition that it will be accepted by a purchaser under a sales contract typical for the field or area.
- e. "Marketable Condition" for oil means sufficiently free from impurities and otherwise in a condition that it will be accepted by a purchaser under a sales contract typical for the field or area.
- f. "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir, including, but not limited to, oil, casinghead gasoline, drip gasoline and natural gasoline extracted from natural gas.

2. Royalties

The Nonparticipating Royalty shall be determined and paid as follows:

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

(Continued on next page)

MINERAL ROYALTY INTEREST DEED - REQUIRED CONTENT (Continued)

NONPARTICIPATING ROYALTY PAYMENT TERMS - (Continued)

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

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

**WARRANTY DEED (Mineral Royalty Interest)**

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

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conveys and warrants to the **STATE OF MICHIGAN**

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

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

See attached legal description, incorporated herein by this reference.

~~SUBJECT TO easements and building and use restrictions of record~~

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

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

Tax ID No. 22-25-301-024

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

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

Dated this \_\_\_\_\_ day of March, 2009.

[Signatures on Next Page]

Signed in the presence of:

Signed by: City of Novi

Print Name:

By: David B. Landry  
Its: Mayor

Print Name:

By: Maryanne Cornelius  
Its: Clerk

STATE OF MICHIGAN }  
  } ss  
COUNTY OF Oakland }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2009 by David B. Landry and Maryanne Cornelius, Mayor and Clerk, respectively, of the City of Novi, a Michigan municipal corporation.

\*  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires:

When Recorded Return To: Grants Management Michigan Department of Natural Resources P.O. Box 30425 Lansing, MI 48909-7925	Send Subsequent Tax Bills To: Grantor	Drafted By: Thomas R. Schultz, Esq. Business Address: 30903 Northwestern Highway P.O. Box 3040 Farmington Hills, MI 48333
PARCEL ID#s: 22-25-301-024	Recording Fee \$	

**PROPERTY DESCRIPTION**

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

City of Novi

Part of the Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at the West 1/4 corner of said Section 25; thence North 88 degrees 48 minutes 17 seconds East along the East and West 1/4 line 888.00 feet; thence North 41 degrees 34 minutes 33 seconds East 28.93 feet; thence North 78 degrees 59 minutes 17 seconds East 141.43 feet; thence North 70 degrees 18 minutes 17 seconds East 6.78 feet; thence South 01 degree 11 minutes 43 seconds East 207.98 feet; thence South 30 degrees 10 minutes 59 seconds West along the West line of Heatherwood Subdivision, as recorded in Liber 131, Pages 28 through 34 of Plats, Oakland County Records, 208.41 feet; thence South 50 degrees 57 minutes 53 seconds West along the Northwesteary line of said subdivision 846.18 feet; thence South 89 degrees 39 minutes 10 seconds West along the North line of said subdivision 20.00 feet; thence North 00 degrees 20 minutes 50 seconds West 180.00 feet; thence South 89 degrees 39 minutes 10 seconds West 195.00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said Section 25, 735.14 feet to the point of beginning, EXCEPT the West 60.00 feet taken for road purposes.

Re: Vacant

Tax Item No. 22-25-301-024

**EXHIBIT "A" OF THE MINERAL INTEREST**

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

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

[SEE ATTACHED]

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containing 14.07 mineral acres or less.

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

None.

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MINERAL ROYALTY INTEREST DEED - REQUIRED CONTENT (Continued)

Exhibit "B" of the Mineral Interest

NONPARTICIPATING ROYALTY PAYMENT TERMS - (Continued)

1. Definitions:

- a. "Gas" means a mixture of hydrocarbons and varying quantities of nonhydrocarbons in a gaseous state which may or may not be associated with oil, including those liquids resulting from condensation; including, but not limited to, natural gas and casinghead gas.
- b. "Gross Proceeds" means the total moneys and other consideration accruing to an oil and gas Lessee for the disposition of the oil, gas, or plant products produced. Gross proceeds includes, but is not limited to, payments to the Lessee for certain services such as compression, dehydration, measurement, and/or gathering which the Lessee is obligated to perform at no cost to the Nonparticipating Royalty Owner to place lease products in marketable condition. Where lease products are sold to an affiliated person or entity, gross proceeds are equivalent to the gross proceeds derived from, or paid under, comparable arm's-length contracts for purchases, sales, or other dispositions of like-quality lease products from the same field or area. In evaluating the comparability of arm's-length contracts for purposes of this Agreement, the following factors shall be considered: price, time of execution, duration, market or markets served, terms, quality, volume, posted prices, prices received for arm's-length spot sales, other reliable public sources of price or market information, and such other factors as may be appropriate.
- c. "Lease Products" means any leased minerals attributable to, originating from, or allocated to this Lease.
- d. "Marketable Condition" for gas means sufficiently free from impurities, except CO<sub>2</sub>, H<sub>2</sub>S, and N<sub>2</sub>, and otherwise in a condition that it will be accepted by a purchaser under a sales contract typical for the field or area.
- e. "Marketable Condition" for oil means sufficiently free from impurities and otherwise in a condition that it will be accepted by a purchaser under a sales contract typical for the field or area.
- f. "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir, including, but not limited to, oil, casinghead gasoline, drip gasoline and natural gasoline extracted from natural gas.

2. Royalties

The Nonparticipating Royalty shall be determined and paid as follows:

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

(Continued on next page)



## MINERAL ROYALTY INTEREST DEED - REQUIRED CONTENT (Continued)

## NONPARTICIPATING ROYALTY PAYMENT TERMS - (Continued)

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

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

**EXHIBIT F**

**Philip R. Seaver Title Company**

A Title Insurance Agency  
42851 Woodward Ave  
Bloomfield Hills, MI 48304  
(248) 338-7135  
FAX NO. (248) 338-3045

Record Search furnished to:  
City of Novi  
45175 West Ten Mile Rd.  
Novi, MI 48375  
Kathy Smith-Roy

Revised  
File No. S-361145-125 SU

**TITLE INFORMATION REPORT**

**DESCRIPTION OF REAL ESTATE**

Situated in City of Novi, Oakland County, Michigan

SEE COMPLETE LEGAL DESCRIPTION ATTACHED

Re: Vacant  
Tax Item No. 22-25-301-024

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

1. Possible interest of the spouse of Kurt W. Roskelly, who did not join in the execution of the Quit Claim Deed dated June 22, 2000 and recorded September 5, 2002 in Liber 28483, Page 752, Oakland County Records.
2. Interest of Broull Construction, Inc. as disclosed by Affidavit of Interest recorded May 22, 2004 in Liber 33162, Page 796, Oakland County Records.
3. Rights of the public or any governmental unit in any part of captioned land taken, used, dedicated or deeded for road purposes.
4. Easement for sanitary sewer purposes granted to Oakland county Department of Public Works as set forth in Liber 4391, on Page 594, Oakland County Records.
5. Right-of-Way granted to Consumers Power Company as recorded in Liber 4944 on Page 819, Oakland County Records.
6. Subject to the existing storm drains and storm drainage facilities and subject to the rights, if any, of riparian owners and the public to use the surface, subsurface and bed of Village Wood Lake for purposes of navigation and recreation; and subject to any park or recreational use or rights of the public or any adjoining subdivision in or to any part of said premises, as reserved in deed recorded in Liber 8237, Page 195, Oakland County Records.
7. Drainage Easement in favor of the City of Novi as set forth in Liber 19754, on Page 397, Oakland County Records.
8. Drainage Easement in favor of the City of Novi as set forth in Liber 19754, on Page 399, Oakland County Records.
9. Taxes and special assessments which constitute a lien on the Land at date of commitment/policy, but which are not yet due and payable.
10. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption for the insured premises.
11. TAXES:  
2007 July Tax - Paid \$5,477.22  
2007 December Tax - Paid \$1,864.70  
Special Assessments - None.  
Note: The above amounts are base amounts only and do not include any penalties, interest or administration fees that may be charged.

Continued

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

NOTE: "In consideration of the reduced rate at which this report is furnished, it is understood that the information contained herein is only such as may be obtained in the office of the County Registrar of Deeds. It is understood that any liability for correctness or incorrectness of information furnished herein is limited to the amount paid for this report. The information contained herein should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation.

April 10, 2008

Examined By: Ella Kaplan

**PROPERTY DESCRIPTION**

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

City of Novi

Part of the Southwest 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at the West 1/4 corner of said Section 25; thence North 88 degrees 48 minutes 17 seconds East along the East and West 1/4 line 888.00 feet; thence North 41 degrees 34 minutes 33 seconds East 28.93 feet; thence North 78 degrees 59 minutes 17 seconds East 141.43 feet; thence North 70 degrees 18 minutes 17 seconds East 8.78 feet; thence South 01 degree 11 minutes 43 seconds East 207.88 feet; thence South 30 degrees 10 minutes 59 seconds West along the West line of Heatherwood Subdivision, as recorded in Liber 131, Pages 28 through 34 of Plats, Oakland County Records, 208.41 feet; thence South 50 degrees 57 minutes 53 seconds West along the Northwestern line of said subdivision 848.18 feet; thence South 88 degrees 39 minutes 10 seconds West along the North line of said subdivision 20.00 feet; thence North 00 degrees 29 minutes 50 seconds West 180.00 feet; thence South 89 degrees 39 minutes 10 seconds West 195.00 feet; thence North 00 degrees 20 minutes 50 seconds West along the West line of said Section 25, 736.14 feet to the point of beginning, EXCEPT the West 80.00 feet taken for road purposes.

Re: Vacant

Tax Item No. 22-25-301-024

**Philip R. Seaver Title Company**

A Title Insurance Agency  
42651 Woodward Ave  
Bloomfield Hills, MI 48304  
(248) 339-7135  
FAX NO. (248) 338-3045

Record Search furnished to:  
Smet, Wardle et al  
39903 N.W. Highway  
Farmington Hills, MI 48334  
Elizabeth M. Kudla

Revised  
File No. 361149-125 LT

**TITLE INFORMATION REPORT**

**DESCRIPTION OF REAL ESTATE**

Situated in City of Novi, Oakland County, Michigan

SEE COMPLETE LEGAL DESCRIPTION ATTACHED

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

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

1. Mortgage for the sum of \$3,480,000.00, executed by Mirage Development L.L.C., a Limited Liability Company to Fifth Third Bank (Eastern Michigan), dated April 18, 2003 and recorded May 21, 2003 in Liber 28273, on Page 87, Oakland County Records.
2. Rights of the public or any governmental unit in any part of captioned land taken, used, dedicated or deeded for road purposes.
3. ~~Easement granted to Village of Novi for sanitary sewer as recorded in Liber 4872, Page 311, Oakland County Records.~~
4. Easement granted to Village of Novi for storm water drainage as recorded in Liber 5432, Page 310, Oakland County Records.
5. Easement granted to the County of Oakland for sanitary sewer as recorded in Liber 552B, Page 245, Oakland County Records.
6. Storm Water Easement as recorded in Liber 5845, Page 504, Oakland County Records.
7. Easement granted to City of Novi for water main as recorded in Liber 10325, Page 763, Oakland County Records, and as further evidenced by Bill of Sale recorded in Liber 12781, Page 782, Oakland County Records.
8. Drainage Easements in favor of the City of Novi as recorded in Liber 21815, Page 92, Oakland County Records and in Liber 11521, Page 582, Oakland County Records.
9. Temporary Construction Easement in favor of the City of Novi as recorded in Liber 21815, Page 94, Oakland County Records.
10. Interest of tenants in possession.
11. Conservation Easement recorded in Liber 3459B, Page 597, Oakland County Records.
12. Conservation and Preservation Easement recorded in Liber 35916, Page 372, Oakland County Records.
13. Taxes and special assessments which constitute a lien on the Land at date of commitment/policy, but which are not yet due and payable.
14. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption for the insured premises.

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

Continued

NOTE: "In consideration of the reduced rate at which this report is furnished, it is understood that the information contained herein is only such as may be obtained in the office of the County Register of Deeds. It is understood that any liability for correctness or incorrectness of information furnished herein is limited to the amount paid for this report. The information contained herein should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation.

April 11, 2008

Examined By: Elis Kaplan

## PROPERTY DESCRIPTION

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

City of Novi

## Parcel 1:

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1166.85 feet and West 80 feet and South 00 degrees 33 minutes 20 seconds West 204.15 feet and North 89 degrees 28 minutes 40 seconds West 277.88 feet and South 68 degrees 15 minutes 08 seconds West 197.35 feet and South 45 degrees 58 minutes 51 seconds West 38.05 feet and South 68 degrees 03 minutes 54 seconds West 221.34 feet and South 68 degrees 10 minutes 57 seconds West 220.47 feet and South 83 degrees 35 minutes 29 seconds West 119.87 feet and North 79 degrees 00 minutes 00 seconds West 295.38 feet from East 1/4 corner; thence North 79 degrees 00 minutes 00 seconds West 115.82 feet; thence along curve to left, Radius 280 feet, Chord bears North 87 degrees 59 minutes 11 seconds West 81.22 feet, distance of 81.56 feet; thence South 83 degrees 01 minutes 39 seconds West 89.88 feet; thence along curve to right, Radius 200 feet, Chord bears North 78 degrees 02 minutes 02 seconds West 129.82 feet, distance of 132.22 feet; thence North 35 degrees 04 minutes 53 seconds East 143.43 feet; thence North 28 degrees 13 minutes 23 seconds East 51.76 feet; thence North 44 degrees 34 minutes 40 seconds East 77.32 feet; thence North 34 degrees 10 minutes 27 seconds East 28.09 feet; thence East 107.80 feet; thence South 281.27 feet; thence East 110.02 feet; thence along curve to right, Radius 170 feet, Chord bears South 04 degrees 05 minutes 54 seconds West 24.39 feet, distance of 24.32 feet to beginning.

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## Parcel 2:

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, Section 28, beginning at point distant North 00 degrees 33 minutes 20 seconds East 1166.85 feet and West 80 feet from East 1/4 corner; thence South 00 degrees 33 minutes 20 seconds West 204.15 feet; thence North 89 degrees 28 minutes 40 seconds West 277.88 feet; thence along curve to left, Radius 280 feet, Chord bears South 68 degrees 15 minutes 08 seconds West 197.35 feet, distance of 202.42 feet; thence South 45 degrees 58 minutes 51 seconds West 38.05 feet; thence along curve to right, Radius 830 feet, Chord bears South 68 degrees 03 minutes 54 seconds West 221.34 feet, distance of 222.50 feet; thence South 68 degrees 10 minutes 57 seconds West 220.47 feet; thence along curve to right, Radius 200 feet, Chord bears South 83 degrees 35 minutes 29 seconds West 119.87 feet, distance of 129.54 feet; thence North 79 degrees 00 minutes 00 seconds West 235.31 feet; thence along curve to left, Radius 230 feet, Chord bears North 04 degrees 27 minutes 51 seconds East 35.80 feet, distance of 35.84 feet; thence North 62.29 feet; thence North 81 degrees 58 minutes 58 seconds East 98 feet; thence North 76 degrees 12 minutes 43 seconds East 188 feet; thence North 68 degrees 10 minutes 57 seconds East 198 feet; thence North 57 degrees 09 minutes 11 seconds East 188 feet; thence North 45 degrees 58 minutes 51 seconds East 188.79 feet; thence North 38 degrees 57 minutes 01 seconds East 89.72 feet; thence South 78 degrees 44 minutes 37 seconds East 279.38 feet; thence North 00 degrees 33 minutes 20 seconds East 35 feet; thence East 115 feet to beginning.

Tax Item No. 22-28-201-012

## Parcel 3:

Part of Northeast 1/4 of Section 28, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, beginning at point distant South 89 degrees 37 minutes 35 seconds West 60.01 feet from East 1/4 corner; thence South 89 degrees 37 minutes 35 seconds West 1810.48 feet; thence South 89 degrees 27 minutes 05 seconds West 220.59 feet; thence North 648.77 feet; thence East 284.87 feet; thence South 89 degrees 14 minutes 22 seconds East 55.49 feet; thence North 34 degrees 11 minutes 15 seconds East 120 feet; thence South 55 degrees 48 minutes 45 seconds East 24.77 feet; thence along curve to left, Radius 280 feet, Chord bears South 78 degrees 23 minutes 33 seconds East 182.79 feet, distance of 188.76 feet; thence North 83 degrees 01 minutes 39 seconds East 89.88 feet; thence along curve to right, Radius 200 feet, Chord bears South 87 degrees 59 minutes 11 seconds East 82.48 feet, distance of 82.74 feet; thence South 79 degrees 00 minutes 00 seconds East 411.19 feet; thence along curve to left, Radius 280 feet, Chord bears North 83 degrees 35 minutes 29 seconds East 155.59 feet, distance of 158 feet; thence North 68 degrees 10 minutes 57 seconds East 220.47 feet; thence along curve to left, Radius 890 feet, Chord bears North 68 degrees 03 minutes 54 seconds East 242.42 feet, distance of 243.69 feet; thence North 45 degrees 58 minutes 51 seconds East 38.05 feet; thence along curve to right, Radius 200 feet, Chord bears North 68 degrees 15 minutes 08 seconds East 151.81 feet, distance of 155.71 feet; thence South 89 degrees 28 minutes 40 seconds East 277.88 feet; thence South 00 degrees 33 minutes 20 seconds West 803.09 feet to beginning.

Tax Item No. 22-28-201-013

## 16. TAXES:

Tax Item No. 22-28-201-011

2007 July Tax - EXEMPT

2007 December Tax - EXEMPT

Special Assessments - None.

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

Tax Item No. 22-28-201-012

2007 July Tax - EXEMPT

2007 December Tax - EXEMPT

Special Assessments - None.

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

Tax Item No. 22-28-201-013

2007 July Tax - EXEMPT

2007 December Tax - EXEMPT

Special Assessments - None.

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

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