



**CITY of NOVI CITY COUNCIL**

**Agenda Item I  
June 22, 2015**

**SUBJECT:** Acceptance of a pathway easement, a sidewalk easement, and a sign easement as a donation from Pulte Land Company, LLC for the Berkshire Pointe Condominium located south of Grand River Avenue and west of Wixom Road as part of their approved Planned Rezoning Overlay Agreement.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC RA*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

Berkshire Pointe is located south of Grand River Avenue and west of Wixom Road in Section 18 of the City of Novi (see attached map). The developer of Berkshire Pointe, Pulte Land Company, LLC, is requesting acceptance of a sidewalk easement and a sign easement as part of the public benefit provided in their approved Planned Rezoning Overlay (PRO) in addition to an easement for a future pathway connection between 12 Mile Road and Wixom Road.

The sidewalk easement and sidewalk provided by the developer satisfies the developer's requirement to construct a pedestrian connection to Twelve Mile Road (see attached map). The sign easement fulfills the developer's obligation to install a standard-sized City of Novi ground mounted entryway sign in the northeast corner of the property near the corner of Wixom Road and Grand River Avenue (see attached map). The pathway easement allows for a future connection from Wixom Road and Twelve Mile Road to the west that would eventually be constructed by the City (see attached map).

The pathway easement, sidewalk easement, and sign easement have been favorably reviewed by the City Attorney (Beth Saarela's February 11, 2015 letter, attached) and are recommended for approval.

**RECOMMENDED ACTION:** Acceptance of a pathway easement, a sidewalk easement, and a sign easement as a donation from Pulte Land Company, LLC for the Berkshire Pointe Condominium located south of Grand River Avenue and west of Wixom Road as part of their approved Planned Rezoning Overlay Agreement.

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

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

# Berkshire Pointe

## Easement Location Map



Map Author: A. Wayne  
 Date: June 10, 2015  
 Project:  
 Version #:

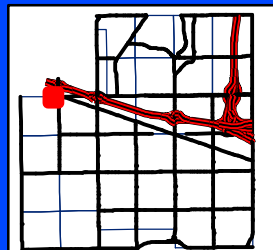
Amended By:  
 Date:  
 Department:

**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 232 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

### Map Legend

- █ Sidewalk Easement
- █ Pathway Easement
- █ Sign Easement



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)



1 inch = 186 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

February 11, 2015

Rob Hayes, Public Services Director  
CITY OF NOVI  
45175 Ten Mile Road  
Novi, Michigan 48375

**Re: Berkshire Pointe – JSP13-0047  
Review for Acceptance – Utilities and Right-of-Way**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents for the Berkshire Pointe Site Condominium:

- Sanitary Sewer System Easement
- Water System Easement
- Bill of Sale
- Maintenance and Guarantee Bond (Utilities)
- Declaration of Easement (Off-Site Storm Sewer Maintenance Access)
- Declaration of Easement (Emergency and Pedestrian Access)
- Pathway Easement
- Sidewalk Easement
- Sign Easement
- Warranty Deed (Twelve Mile Road - Revised Description)

We have the following comments relating to the above-named documents:

### **Water System and Sanitary Sewer System Easements**

Pulte Land Company, LLC seeks to convey the water and sanitary sewer system facilities serving the Berkshire Pointe Site Condominium Development. We have reviewed and approve the format and language of the above Water and Sanitary Sewer System Easements and corresponding Bill of Sale. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Maintenance and Guarantee Bond posted for utilities is in the City's standard amount for a surety bond. The amount has been approved by the City's Consulting Engineer. The Bond is in place to guarantee the materials and workmanship of the water and sanitary sewer facilities for two years from the date of acceptance.

The Water System and Sanitary Sewer System Easements may be accepted by Affidavit of the City Engineer. ***Please note that there is also a signature page on each of the Water and Sanitary Sewer Easements for the City which you should sign prior to recording by the Clerk's Office.***

The Bills of Sale, Maintenance and Guarantee Bond and Title Insurance Policy should remain in the City's file.

### **Declaration of Covenants (Emergency and Pedestrian Access)**

The format and content of the Declaration of Covenants granting an easement to the Berkshire Pointe Condominium for emergency and pedestrian access from Grand River appears to be acceptable. It should be noted that the terms of the Declaration have been supplemented in the Berkshire Pointe Master Deed to ensure that the area is maintained by the Association in the event that the property owner does not maintain it in passable condition. The Declaration has already been recorded by the Developer and *no further action is required by the City.*

### **Sidewalk and Pathway Easements**

The Sidewalk Easement connecting the Condominium to the adjacent plaza on Grand River from the easement provided in the Declaration of Covenants is in the City's standard format for a Sidewalk Easement and is acceptable for the purpose provided.

The Pathway Easement for a pathway along the north property line is in the City's standard format for a Sidewalk Easement and is acceptable for the purpose provided.

Both easements may be placed on an upcoming City Council Agenda for acceptance. Once accepted and executed by the City, they should be recorded with the Oakland County Register of Deeds.

### **Sign Easement**

The Sign Easement for the placement of a "Welcome to Novi," sign to be constructed in connection with the project has been provided and is acceptable to allow the City to repair, replace, improve, modify and maintain the sign once constructed. We have agreed that it is appropriate for the Developer and, subsequent to transition of control, to be an additional insured on the City's policy with regard to liability relating to the Sign Easement, and have forwarded a copy of the easement to the City's risk manager for this purpose.

The Sign Easement may be placed on an upcoming City Council Agenda for acceptance. Once accepted and executed by the City, the Sign Easement should be recorded with the Oakland County Register of Deeds.

### **Warranty Deeds**

The Warranty Deeds for 60-foot Master Planned Right-of-Way along Wixom Road and 43-foot Master Planned Right-of-Way along Twelve Mile Road were previously reviewed by our office and approved by City Council for acceptance on July 7, 2014 but ultimately required revisions to the description of the area being conveyed due to a closure error. A revised description has been provided and approved by the City's Consulting Engineer. The replacement Warranty Deeds may be executed and recorded without further City Council action.

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



ELIZABETH KUDLA SAARELA

EMK

Enclosures

- C: Maryanne Cornelius, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Enclosures)  
Kristin Pace, Treasurer's Office (w/Enclosures)  
Adam Wayne, Construction Engineer (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Brittany Allen, Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Jeremy Huntoon, Pulte Land Development (w/Enclosures)  
Sandy Sorini, Esquire (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**PATHWAY EASEMENT**

NOW ALL MEN BY THESE PRESENTS, that Pulte Land Company, LLC, a Michigan limited liability company, 100 Bloomfield Parkway, Suite 140, Bloomfield Hills, Michigan 48304, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 18, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

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

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

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

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

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

The Grantee shall be responsible for all costs associated with the maintenance, repair and replacement of the public pathway improvements. The Grantee shall repair and restore any damage to the Grantor's property or the pathway arising from Grantee's activities.

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

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

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

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

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

*[signatures on following pages]*

Dated this 30<sup>th</sup> day of January, 2015.

Signed by:

Pulte Land Company, LLC, a Michigan limited liability company

By: [Signature]  
Its Authorized Agent Kevin Christoffersen

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2015, by Kevin Christoffersen, the Authorized Agent of Pulte Land Company, LLC, a Michigan limited liability company.

Embossed Hereon Is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
AMANDA J. VANDERPOOL

Amanda J. Vanderpool  
Notary Public Amanda J. Vanderpool  
Oakland County, Michigan  
My Commission Expires: March 5, 2020

CITY OF NOVI  
A Municipal Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2015, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by:  
Elizabeth K. Saarela, Esquire  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

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



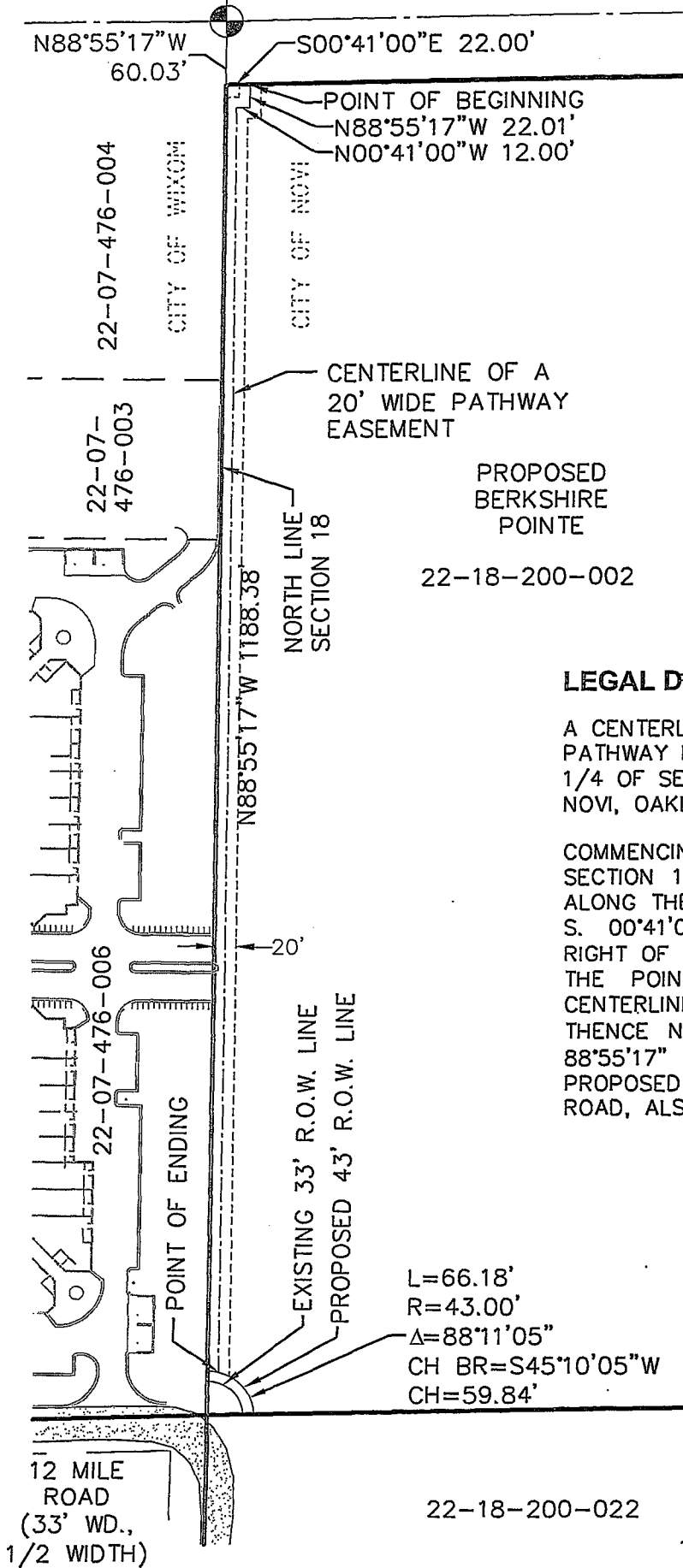


EXHIBIT 'B'

N.E. CORNER  
SECTION 18  
T. 1 N., R. 8 E.  
CITY OF NOVI  
OAKLAND CO., MI.



SCALE: 1" = 150'



LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION OF A 20 FOOT WIDE PATHWAY EASEMENT LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE S. 00°41'00" E. 22.00 FEET ALONG THE WEST RIGHT OF WAY OF WIXOM ROAD (60 FEET WIDE) TO THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE N. 88°55'17" W. 22.01 FEET; THENCE N. 00°41'00" W. 12.00 FEET; THENCE N. 88°55'17" W. 1188.38 FEET TO A POINT ON THE PROPOSED 43 FOOT RIGHT OF WAY OF 12 MILE ROAD, ALSO BEING THE POINT OF ENDING.

L=66.18'  
R=43.00'  
Δ=88°11'05"  
CH BR=S45°10'05"W  
CH=59.84'

REVISIONS		
ITEM	DATE	BY
UPDATE PER CITY	4-14-14	
REVISE EASEMENT	8-6-14	PTG

**20 FOOT WIDE PATHWAY EASEMENT  
BERKSHIRE POINTE**

NOVI MICHIGAN

**ZEIMET WOZNIAK**  
& ASSOCIATES  
Civil Engineers & Land Surveyors  
55800 GRAND RIVER AVE., SUITE 100  
NEW HUDSON, MICHIGAN 48165  
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	SCALE
2-27-14	HOR: 1" = 150'
	FIELD BOOK NO.
DESIGNED BY	JOB NO.
RH	13165
DRAWN BY	SHEET NO.
PTG	1/1

**SIDEWALK EASEMENT**

NOW ALL MEN BY THESE PRESENTS, that Pulte Land Company, LLC, a Michigan limited liability company, 100 Bloomfield Parkway, Suite 140, Bloomfield Hills, Michigan 48304, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 18, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

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

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

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

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

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

The Grantee shall be responsible for all costs associated with maintenance, repair and replacement of the public walkway improvements. The Grantee shall repair and restore any damage to the Grantor's property or the sidewalk arising from Grantee's activities.

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

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

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

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

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

*[signatures on the following page]*

Dated this 30th day of JANUARY, 2015.

Signed by:

Pulte Land Company, LLC, a Michigan limited liability company

By: [Signature]  
Its Authorized Agent Kevin Christofferson

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

The foregoing instrument was acknowledged before me this 30th day of January, 2015, by Kevin Christofferson, the Authorized Agent of Pulte Land Company, LLC, a Michigan limited liability company.

Embossed Hereon Is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
AMANDA J. VANDERPOOL

Amanda J. Vanderpool  
Notary Public Amanda J. Vanderpool  
Oakland County, Michigan  
My Commission Expires: March 5, 2020

CITY OF NOVI  
A Municipal Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by:  
Elizabeth K. Saarela, Esquire  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

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

EXHIBIT 'A'

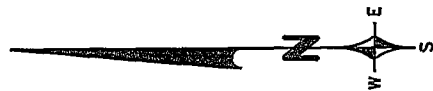
OVERALL LEGAL DESCRIPTION

LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE S. 00°41'00" E. 511.84 FEET ALONG THE WESTERLY RIGHT OF WAY OF WIXOM ROAD (60 FEET WIDE); THENCE S. 88°46'44" EAST 60.03 FEET TO THE EAST LINE OF SAID SECTION 18 AND CENTERLINE OF WIXOM ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID SECTION LINE AND CENTERLINE S. 00°41'00" E. 715.66 FEET; THENCE S. 89°19'00" W. 600.00 FEET; THENCE N. 00°41'00" W. 384.00 FEET; THENCE S. 89°19'00" W. 165.00 FEET; THENCE 417.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 459.96 FEET, CENTRAL ANGLE 51°58'21", AND A CHORD THAT BEARS N. 64°41'50" W. 403.07 FEET; THENCE 177.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 50°49'12" AND A CHORD THAT BEARS N. 64°07'16" W. 171.64 FEET; THENCE N. 89°31'51" W. 29.92 FEET; THENCE N. 00°44'12" W. 630.03 FEET TO SAID NORTH LINE OF SECTION 18; THENCE ALONG SAID NORTH LINE S. 88°55'17" E. 1,251.94 FEET TO THE POINT OF BEGINNING CONTAINING 29.15 ACRES OF LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER WIXOM ROAD.

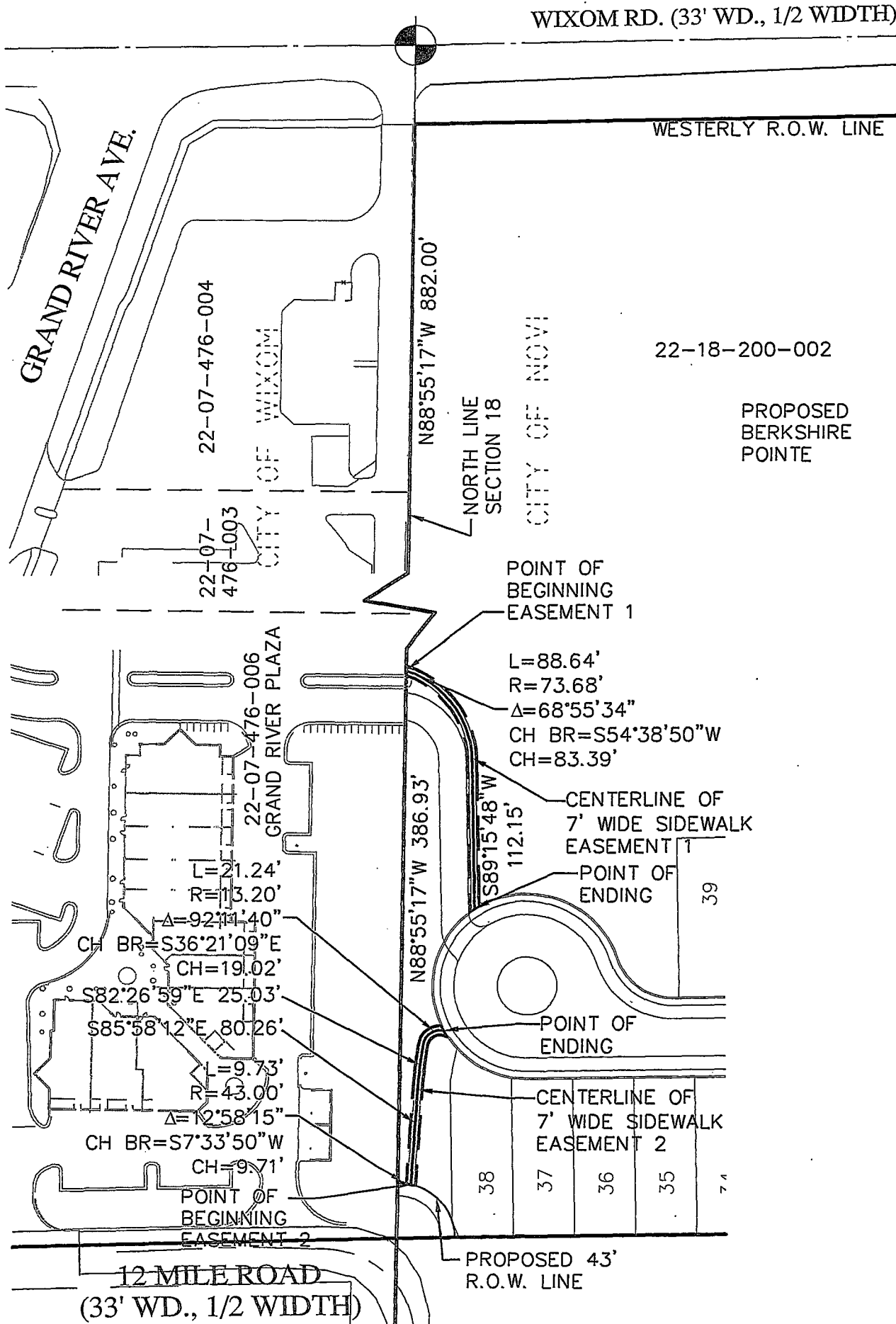
REVISIONS			OVERALL LEGAL DESCRIPTION BERKSHIRE POINTE	DATE	SCALE HOR: 1" =
ITEM	DATE	BY		2-10-14	FIELD BOOK NO.
			NOVI		
			MICHIGAN	DESIGNED BY	JOB NO.
			<b>Z EIMET W OZNIAK</b> & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE., SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	RH	13165
				DRAWN BY	SHEET NO.
				SRB	1/1

**EXHIBIT 'B'**



N.E. CORNER  
SECTION 18  
T. 1 N., R. 8 E.  
CITY OF NOVI  
OAKLAND CO., MI.

SCALE: 1" = 100'



REVISIONS		
ITEM	DATE	BY

**SIDEWALK EASEMENT  
BERKSHIRE POINTE**

NOVI MICHIGAN

**ZEIMET WOZNAK**  
& ASSOCIATES  
Civil Engineers & Land Surveyors  
55800 GRAND RIVER AVE., SUITE 100  
NEW HUDSON, MICHIGAN 48165  
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	SCALE HOR: 1" = 100'
2-10-14	FIELD BOOK NO.
DESIGNED BY RH	JOB NO. 13165
DRAWN BY SRB	SHEET NO. 1/2

OK

EXHIBIT 'B'

**LEGAL DESCRIPTION**

A CENTERLINE DESCRIPTION OF TWO (2) NON-CONTIGUOUS SIDEWALK EASEMENTS REFERRED TO AS EASEMENTS 1 AND 2 LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 882.00 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING OF SAID EASEMENT 1, SAID EASEMENT BEING 7 FEET WIDE LYING 3.50 FEET ON EACH SIDE OF A CENTERLINE; THENCE ALONG SAID EASEMENT CENTERLINE 88.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 73.68 FEET, CENTRAL ANGLE 68°55'34", AND A CHORD THAT BEARS S. 54°38'50" W. 83.39 FEET; THENCE S. 89°15'48" W. 112.15 FEET TO THE POINT OF ENDING; THENCE FROM SAID POINT OF BEGINNING 1 AND ALONG SAID NORTH LINE OF SAID SECTION N. 88°55'17" W. 386.93 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (43 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE 9.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 43.00 FEET, CENTRAL ANGLE 12°58'15", AND A CHORD THAT BEARS S. 07°33'50" W. 9.71 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 2, SAID EASEMENT BEING 7 FEET WIDE LYING 3.50 FEET ON EACH SIDE OF A CENTERLINE; THENCE ALONG SAID EASEMENT CENTERLINE S. 85°58'12" E. 80.26 FEET; THENCE S. 82°26'59" E. 25.03 FEET; THENCE 21.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 13.20 FEET, CENTRAL ANGLE 92°11'40", AND A CHORD THAT BEARS S. 36°21'09" E. 19.02 FEET TO THE POINT OF ENDING.

Z:\Projects\_3D\13165\DWG\13165 WALK ESMTS.dwg, SIDEWALK (2), 2/20/2014 10:27:33 AM, sbiaszczak

REVISIONS			NOVI	MICHIGAN	DATE	SCALE
ITEM	DATE	BY			2-10-14	HOR: 1" =
						FIELD BOOK NO.
					DESIGNED BY	JOB NO.
					RH	13165
					DRAWN BY	SHEET NO.
					SRB	2/2

**SIDEWALK EASEMENT  
BERKSHIRE POINTE**

**Z EIMET W OZNI AK**  
& ASSOCIATES

Civil Engineers & Land Surveyors  
55800 GRAND RIVER AVE., SUITE 100  
NEW HUDSON, MICHIGAN 48165

P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

**SIGN EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Pulte Land Company, LLC, a Michigan limited liability company, 100 Bloomfield Parkway, Suite 140, Bloomfield Hills, Michigan 48304 for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526, a permanent easement for a "Novi Welcomes You" sign (the "Sign") on property located in Section 27, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE S. 00°41'00" E. 511.84 FEET ALONG THE WESTERLY RIGHT OF WAY OF WIXOM ROAD (60 FEET WIDE); THENCE S. 88°46'44" EAST 60.03 FEET TO THE EAST LINE OF SAID SECTION 18 AND CENTERLINE OF WIXOM ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID SECTION LINE AND CENTERLINE S. 00°41'00" E. 715.66 FEET; THENCE S. 89°19'00" W. 600.00 FEET; THENCE N. 00°41'00" W. 384.00 FEET; THENCE S. 89°19'00" W. 165.00 FEET; THENCE 417.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 459.96 FEET, CENTRAL ANGLE 51°58'21", AND A CHORD THAT BEARS N. 64°41'50" W. 403.07 FEET; THENCE 177.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 50°49'12" AND A CHORD THAT BEARS N. 64°07'16" W. 171.64 FEET; THENCE N. 89°31'51" W. 29.92 FEET; THENCE N. 00°44'12" W. 630.03 FEET TO SAID NORTH LINE OF SECTION 18; THENCE ALONG SAID NORTH LINE S. 88°55'17" E. 1,251.94 FEET TO THE POINT OF BEGINNING CONTAINING 29.15 ACRES OF LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER WIXOM ROAD.

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

See attached and incorporated Exhibit A

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

Grantee may, repair, replace, improve, modify and maintain the Sign.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described easement, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the Sign in the easement area shown on the attached and incorporated Exhibit A.

All portions of the Premises damaged or disturbed by Grantee's exercise of temporary easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

Grantee shall maintain the sign in good condition and repair. Grantee shall repair and restore any damage to the easement parcel or the Berkshire Pointe property caused by Grantee's activities related to the sign and use of the easement parcel. Grantee shall obtain public liability and property damage insurance related to the sign and easement parcel naming Grantor as additional insured.

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

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

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

Dated this 30th day of January, 2015.

GRANTOR:

Pulte Land Company, LLC, a Michigan limited liability company

By: [Signature]  
Its Authorized Agent Kevin Christoffersen

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

The foregoing instrument was acknowledged before me this 30th day of January, 2015, by Kevin Christoffersen, the Authorized Agent of Pulte Land Company, LLC, a Michigan limited liability company.

Embossed Hereon Is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
AMANDA J. VANDERPOOL

Amanda J. Vanderpool  
Notary Public Amanda J. Vanderpool  
Oakland County, Michigan  
My Commission Expires: March 5, 2020



CITY OF NOVI,  
a municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, on behalf of the City of Novi, a municipal corporation.

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

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire  
JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

AND WHEN RECORDED, RETURN TO:

Maryanne Cornelius, City Clerk  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

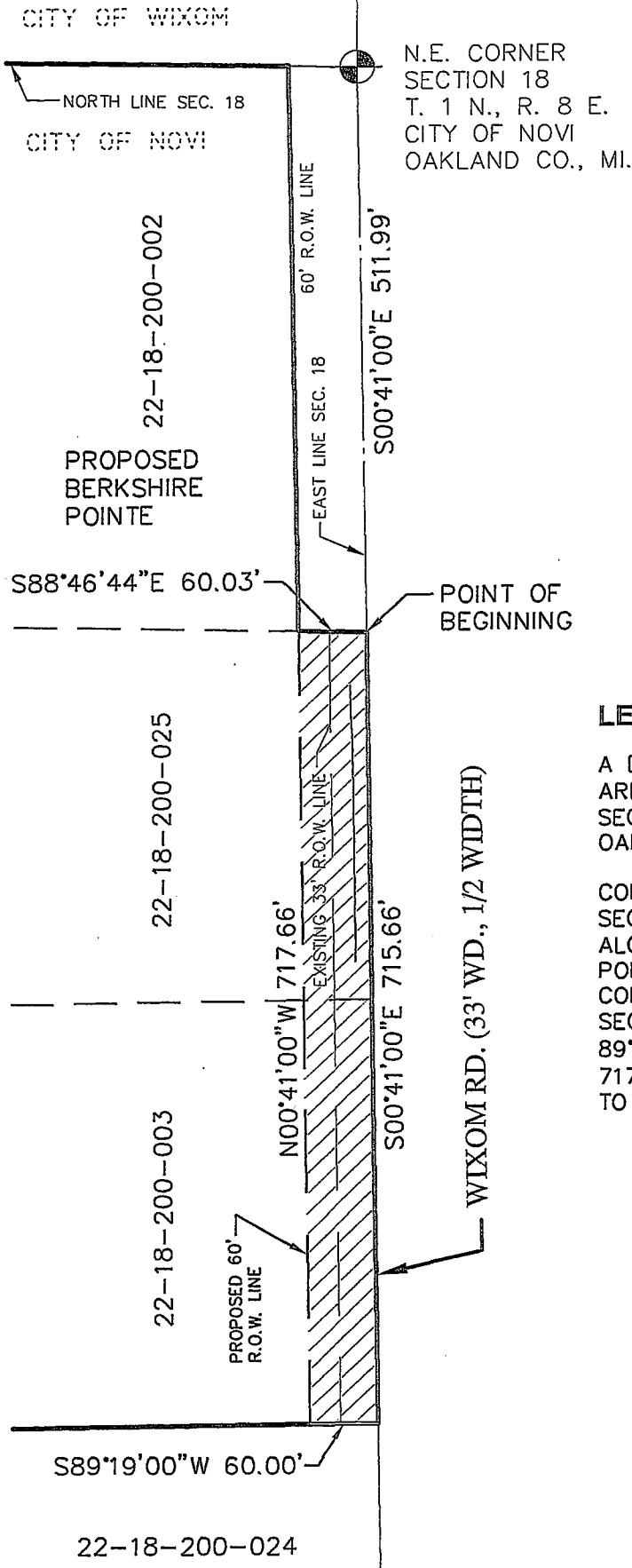




EXHIBIT 'A'



SCALE: 1" = 150'



LEGAL DESCRIPTION

A DESCRIPTION OF A 60 FOOT WIDE RIGHT OF WAY AREA LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE S. 00°41'00" E. 511.99 FEET ALONG THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING OF SAID AREA; THENCE CONTINUING ALONG SAID EAST LINE OF SAID SECTION S. 00°41'00" E. 715.66 FEET; THENCE S. 89°19'00" W. 60.00 FEET; THENCE N. 00°41'00" W. 717.66 FEET; THENCE S. 88°46'44" E. 60.03 FEET TO THE POINT OF BEGINNING.

REVISIONS			RIGHT OF WAY BERKSHIRE POINTE		DATE	SCALE HOR: 1" = 150'
ITEM	DATE	BY	NOVI	MICHIGAN	2-27-14	FIELD BOOK NO.
REV.	8-6-14	DAB	<p>Civil Engineers &amp; Land Surveyors 55800 GRAND RIVER AVE., SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com</p>		DESIGNED BY	JOB NO.
					RH	13165
					DRAWN BY	SHEET NO.
					PTG	1/1

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that Pulte Land Company, LLC, a Michigan limited liability company, 100 Bloomfield Parkway, Suite 140, Bloomfield Hills, Michigan 48304 conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

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

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100-----Dollars (\$1.00).

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

Dated this 15<sup>th</sup> day of January, 2015.

Signed by:

Pulte Land Company, LLC, a Michigan limited liability company,

By: [Signature] Kevin Christoffersen  
Its Authorized Agent

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF Oakland     )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2015, by Kevin Christoffersen, the Authorized Agent of Pulte Land Company, LLC, a Michigan limited liability company.

Embossed Hereon Is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
**AMANDA J. VANDERPOOL**

Amanda J. Vanderpool  
Notary Public Amanda J. Vanderpool  
Oakland County, Michigan  
My Commission Expires: March 5, 2020

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela, Esquire 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331
--	---	--

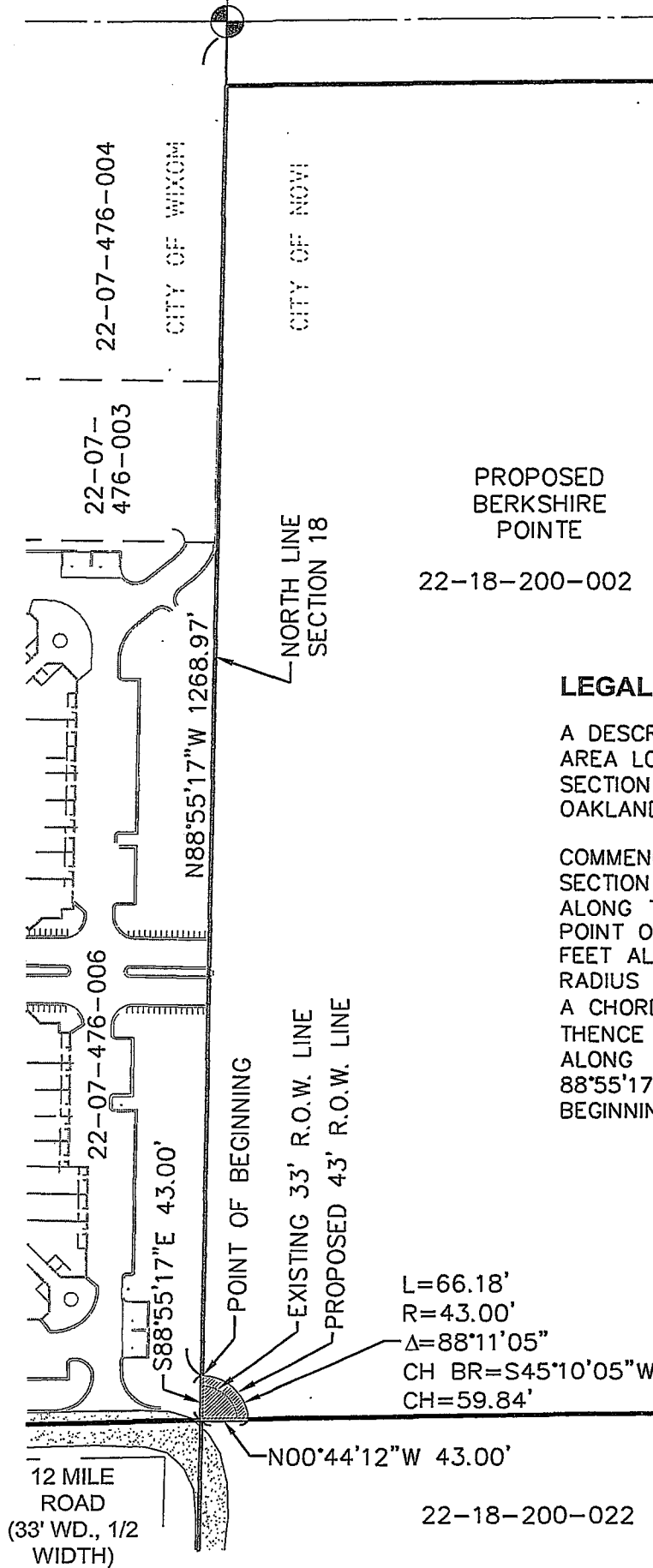
Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

EXHIBIT 'A'

N.E. CORNER  
SECTION 18  
T. 1 N., R. 8 E.  
CITY OF NOVI  
OAKLAND CO., MI.



SCALE: 1" = 150'



PROPOSED  
BERKSHIRE  
POINTE

22-18-200-002

**LEGAL DESCRIPTION**

A DESCRIPTION OF A 43 FOOT WIDE RIGHT OF WAY AREA LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 1268.97 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING OF SAID AREA; THENCE 66.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 43.00 FEET, CENTRAL ANGLE 88°11'05" AND A CHORD THAT BEARS S. 45°10'05" W. 59.84 FEET; THENCE N. 00°44'12" W. 43.00 FEET; THENCE ALONG SAID NORTH LINE OF SAID SECTION S. 88°55'17" E. 43.00 FEET TO THE POINT OF BEGINNING.

L=66.18'  
R=43.00'  
Δ=88°11'05"  
CH BR=S45°10'05"W  
CH=59.84'

22-18-200-022

12 MILE  
ROAD  
(33' WD., 1/2  
WIDTH)

REVISIONS			RIGHT OF WAY BERKSHIRE POINTE		DATE	SCALE HOR: 1" = 150'
ITEM	DATE	BY	NOVI	MICHIGAN	2-27-14	FIELD BOOK NO.
REVISE EASEMENT	8-9-14	PTG				
					DESIGNED BY	JOB NO.
					RH	13165
					DRAWN BY	SHEET NO.
					PTG	1/1

**ZEIMET WOZNIAK**  
& ASSOCIATES

Civil Engineers & Land Surveyors  
55800 GRAND RIVER AVE., SUITE 100  
NEW HUDSON, MICHIGAN 48165

P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

November 19, 2014

Greg Obloy  
IAC Novi I, LLC  
4111 Andover Road, West  
Second Floor  
Bloomfield Hills, MI 48302

Re: Berkshire Pointe - Acceptance Documents Review  
Novi # JSP13-0047  
SDA Job No. NV14-210  
**APPROVED**

Dear Mr. Obloy:

We have reviewed the Acceptance Document Package received by our office on November 12, 2014 and November 10, 2013 against the Final Site Plan (Stamping Set) approved on April 30, 2014. We offer the following comments:

**Final Acceptance Documents**

1. On-Site Water System Easement – (unexecuted: exhibits dated 02/10/2014) – Exhibits Approved.
2. On-Site Sanitary Sewer Easement – (unexecuted: exhibit dated 02/10/2014) – Exhibits Approved.
3. Off-Site Sanitary Sewer Easement – NO LONGER REQUIRED.
4. Sanitary Sewer Easement for Each Parcel Impacted by the Sanitary Sewer to be Constructed Off-Site. – REQUIREMENTS MET.
5. Storm Drainage Facility / Maintenance Easement Agreement – (unexecuted: exhibits dated 02/10/2014 and 01/07/2014) - Exhibits Approved.
6. Off-Site Cross Access Easement for Stormwater Maintenance - (unexecuted: exhibit dated 01/07/2014) - Exhibits Approved.
7. Pathway Easement – (unexecuted: exhibit dated 8/6/2014) – Exhibits Approved.
8. Ingress/Egress Easement – (unexecuted: exhibit dated 06/18/2013) – Exhibits Approved.

9. Sidewalk Easement – (unexecuted: exhibit dated 02/10/2014) – Exhibits Approved.
10. Sign Easement – (unexecuted: revised exhibit dated 02/10/2014: received 10/29/14) – Exhibit Approved
11. Warranty Deed for Wixom Road– (executed, exhibit dated 8/6/14) – Exhibit Approved.  
Warranty Deed for 12 Mile Road - (executed, exhibit dated 8/9/14) – Exhibit Approved.
12. Bills of Sale: Sanitary Sewer System and Water Supply System – PROVIDED - Dated 9/27/14.
13. Full Unconditional Waivers of Lien from contractors installing public utilities – MULTIPLE PROVIDED – Dated 10/24/14 & 10/27/14.
14. Full Unconditional Waivers of Lien from contractors installing streets – PROVIDED – Dated 10/23/14.
15. Sworn Statement from contractors installing public utilities - PROVIDED – Dated 10/24/14.
16. Sworn Statement from contractors installing public streets - PROVIDED – Dated 10/23/14.
17. Maintenance and Guarantee Bond – (in the amount of \$196,908.75) – PROVIDED.
18. As-Built Engineering Plans are being prepared by Spalding DeDecker Associates, Inc.

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

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

It should be noted that the Plan Review Center Report dated March 11, 2014 contains all documentation requirements necessary prior to construction and occupancy of the facility.





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

Sincerely,

**SPALDING DEDECKER**

A handwritten signature in blue ink, appearing to read "Taylor E. Reynolds".

Taylor E. Reynolds, PE  
Senior Project Engineer

cc: Brian Coburn, Plan Review Center (via E-mail)  
Maryanne Cornelius, City Clerk (via E-mail)  
Valentina Nukulaj, Planning Department (via E-mail)  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC (via E-mail)  
Sarah Marchioni, Building Department (via E-mail)  
Barb McBeth, City Planning Director (via E-mail)  
Ted Meadows, Spalding DeDecker Associates (via E-mail)  
Adam Wayne, City Construction Engineer (via E-mail)  
Sheila Weber, Treasurer's Office (via E-mail)  
Shawn Blaszczyk, Zeimet Wozniak & Associates (via E-mail)

November 19, 2014

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IAC Novi I, LLC  
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Second Floor  
Bloomfield Hills, MI 48302

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SDA Job No. NV14-210  
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Taylor E. Reynolds, PE  
Senior Project Engineer

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Adam Wayne, City Construction Engineer (via E-mail)  
Sheila Weber, Treasurer's Office (via E-mail)  
Shawn Blaszczyk, Zeimet Wozniak & Associates (via E-mail)