



# CITY of NOVI CITY COUNCIL

Agenda Item N  
June 16, 2014

**SUBJECT:** Approval to award an engineering services agreement with Orchard, Hiltz & McCliment for design engineering services related to the Catherine Industrial Road Reconstruction Project in the amount of \$12,242.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>RCS</sup> <sup>BTC</sup>

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

EXPENDITURE REQUIRED	\$ 12,242
AMOUNT BUDGETED	\$ 13,107
LINE ITEM NUMBER	202-202.00-805.673

**BACKGROUND INFORMATION:**

The north end of Catherine Industrial Road terminates in a large cul-de-sac that appears to be under private ownership in the City's parcel records (see attached map). The City recently became aware that the northern end of Catherine Industrial is in fact the City's responsibility through a recorded easement (see attached June 5, 2014 memo). This section of the road has deteriorated significantly over the past few years, and now has areas that have completely failed, as shown in the attached photos.

This project was added to the current fiscal year budget for completion of project design only by using cost savings from other projects that have been completed in the Major Road Fund. No funds have been budgeted for construction; however, staff will work with the consultant to develop a cost estimate during the design phase that can be used for consideration in a future budget amendment or Capital Improvement Program request.

OHM's engineering fees are based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. The design fees for this project will be \$12,242 (10.6% of the estimated construction cost of \$115,496). The construction phase engineering fees will be awarded at the time of construction award and will be based on the contractor's bid price and the fee percentage established in the Agreement for Professional Engineering Services for Public Projects. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed and includes the project scope and estimate.

The design engineering is scheduled to be completed this summer.

**RECOMMENDED ACTION:** Approval to award an engineering services agreement with Orchard, Hiltz & McCliment for design engineering services related to the Catherine Industrial Road Reconstruction Project in the amount of \$12,242.

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

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

# Catherine Industrial Location Map



Map Author: Croy  
Date: 6/2/14  
Project: Catherine Industrial  
Version #: v1.1

#### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



1 inch = 180 feet



**City of Novi**  
Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

## EXISTING CONDITION OF CATHERINE INDUSTRIAL CUL-DE-SAC



# **SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

## **CATHERINE INDUSTRIAL**

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and Orchard, Hiltz & McCliment, Inc., whose address is 34000 Plymouth Road, Livonia, Michigan 48150, hereafter, "Consultant."

### **RECITALS:**

This Agreement shall be supplemental to, and hereby incorporates the terms and conditions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC PROJECTS, and attached exhibits, entered into between the City and the Consultant on December 18, 2012.

The project includes the design and the preparation of plans and specifications for reconstruction of the north end of Catherine Industrial Drive where the pavement has failed in the cul-de-sac, and south to the existing pavement joint. A future phase of this project may also include the design for the rehab of the remainder of Catherine Industrial Drive to the south to Ten Mile Road.

NOW, THEREFORE, in consideration of the foregoing, the City and Consultant agree as follows:

### **Section 1. Professional Engineering Services.**

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Consultant shall perform the work described in the manner provided or required by the following Scope of Services, which is attached to and made a part of this Agreement as Exhibit A, all of said services to be done in a competent, efficient, timely, good and workmanlike manner and in compliance with all terms and conditions of this Agreement.

Exhibit A                      Scope of Services

### **Section 2. Payment for Professional Engineering Services.**

#### **1. Basic Fee.**

- a. Design Phase Services: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$12,242.58, which is 10.6% of the estimated construction cost (\$115,496) as indicated on the design and construction engineering fee curve provided in Exhibit B of the Agreement for Professional Engineering Services for Public Projects.
- b. Construction Phase Services will be awarded at the time of construction award, should it occur.

2. Payment Schedule for Professional Engineering Services Fee.

Consultant shall submit monthly statements for professional engineering services rendered. The statements shall be based on Consultant's estimate of the proportion of the total services actually completed for each task as set forth in Exhibit A at the time of billing. The City shall confirm the correctness of such estimates, and may use the City's own engineer for such purposes. The monthly statements should be accompanied by such properly completed reporting forms and such other evidence of progress as may be required by the City. Upon such confirmation, the City shall pay the amount owed within 30 days.

Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the services. Billings for work submitted later than three (3) months after completion of services will not be paid. Final payment will be made upon completion of audit by the City.

3. Payment Schedule for Expenses.

All expenses required to complete the scope of services described herein, including but not limited to costs related to mileage, vehicles, reproduction, computer use, etc., shall be included in the basic fee and shall not be paid separately. However, as compensation for expenses that are not included in the standard scope of services, when incurred in direct connection with the project, and approved by the City, the City shall pay the Consultant its actual cost times a factor of 1.15.

**Section 4. Ownership of Plans and Documents; Records.**

1. Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall become the property of the City.

2. The City shall make copies, for the use of the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

3. The Consultant shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Consultant.

**Section 5. Termination.**

1. This Agreement may be terminated by either party upon 7- days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

2. This Agreement may be terminated by the City for its convenience upon 90 days' prior written notice to the Consultant.

3. In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

**Section 6. Disclosure.**

The Consultant affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional engineering services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

**Section 7. Insurance Requirements.**

1. The Consultant shall maintain at its expense during the term of this Agreement, the following insurance:

- A. Worker's Compensation insurance relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law.
- B. Comprehensive General Liability insurance with maximum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate and minimum Property Damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- C. Automotive Liability insurance covering all owned, hired, and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate minimum property damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- D. The Consultant shall provide proof of Professional Liability coverage in the amount of not less than \$1,000,000 (One Million Dollars) per occurrence and/or aggregate, and Environmental Impairment coverage.

2. The Consultant shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the

circumstances. All such insurance shall be effected at the Consultant's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

4. All policies shall name the Consultant as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.

With the exception of professional liability, all insurance policies shall name the City of Novi, its officers, agents, and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, Purchasing Manager, City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Agreement, the Consultant shall require each subconsultant to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.

6. The provisions requiring the Consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this Agreement.

**Section 8. Indemnity and Hold Harmless.**

A. The Consultant agrees to indemnify and hold harmless the City, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of the Consultant in performing or failing to perform the work.

The Consultant agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Agreement. Further, this Consultant agrees to hold the City harmless for any loss of such property and materials used pursuant to the Consultant's performance under this Agreement.

**Section 9. Nondiscrimination.**

The Consultant shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of any consultant or subconsultant employed in the performance of this Agreement.



**Section 10. Applicable Law.**

This Agreement is to be governed by the laws of the State of Michigan and the City of Novi Charter and Ordinances.

**Section 11. Approval; No Release.**

Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Consultant, its employees, associates, agents and subconsultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and services; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specifications or other documents prepared by Consultant, its employees, subconsultants, and agents.

After acceptance of final plans and special provisions by the City, Consultant agrees, prior to and during the construction of this project, to perform those engineering services as may be required by City to correct errors or omissions on the original plans prepared by Consultant and to change the original design as required.

**Section 12. Compliance With Laws.**

This Contract and all of Consultants professional services and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because the City is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Agreement.

**Section 13. Notices.**

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Rob Hayes, P.E., Director of Public Services and Maryanne  
Cornelius, Clerk, with a copy to Thomas R. Schultz, City Attorney

Consultant: James Stevens, P.E.

**Section 14. Waivers.**

No waiver of any term or condition of this Agreement shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

**Section 15. Inspections, Notices, and Remedies Regarding Work.**

During the performance of the professional services by Consultant, City shall have the right to inspect the services and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City shall provide Consultant with written notice to correct the defect or default within a specified

number of days of the notice. Upon receiving such a notice, Consultant shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so being a valid claim and charge against Consultant; or, the City may preserve the claims of defects or defaults without termination by written notice to Consultant.

All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the City. All questions as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the City.

**Section 16. Delays.**

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Consultant either the necessary information or approval to proceed with the work, resulting, through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its work under changed conditions not contemplated by the parties, the City will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the City, the Consultant shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

**Section 17. Assignment.**

No portion of the project work, heretofore defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of the services shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this agreement.

**Section 18. Dispute Resolution.**

The parties agree to try to resolve any disputes as to professional engineering services or otherwise in good faith. In the event that the parties cannot resolve any reasonable dispute, the parties agree to seek alternative dispute resolution methods agreeable to both parties and which are legally permissive at the time of the dispute. The parties agree to use their best efforts to resolve any good faith dispute within 90 (ninety) days notice to the other party. In the event the parties cannot resolve that dispute as set forth above, they may seek such remedies as may be permitted by law.

WITNESSES

Orchard, Hiltz & McCliment, Inc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By:  
Its:

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ on behalf of  
\_\_\_\_\_.

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

WITNESSES

CITY OF NOVI

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: Robert J. Gatt  
Its: Mayor

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ on behalf of the City of Novi.

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

## **EXHIBIT A - SCOPE OF SERVICES**

Consultant shall provide the City professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the City's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary engineering services incidental thereto, as described below.

### **A. Basic Services.**

[see attached]

### **B. Performance.**

1. The Consultant agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the dates specified in the attached schedule. The City is not liable and will not pay the Consultant for any services rendered before written authorization is received by the Consultant.
2. The Consultant shall submit, and the City shall review and approve a timeline for submission of plans and/or the completion of any other work required pursuant to this Scope of Services. The Consultant shall use its best efforts to comply with the schedule approved by the City.
3. If any delay is caused to the Consultant by order of the City to change the design or plans; or by failure of the city to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Consultant that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Consultant; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Consultant at the moment a cause for delay occurs.
4. Since the work of the Consultant must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Consultant shall advise the City in advance, of all meetings and conferences between the Consultant and any party, governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Consultant.



**ENGINEER'S OPINION OF PROBABLE  
CONSTRUCTION COST**

**ORCHARD, HILTZ & McCLIMENT, INC.**  
34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 522-6427

**CLIENT:** City of Novi  
**PROJECT:** Catherine Drive cul-de-sac Reconstruction  
**LOCATION:** Catherine Industrial Rd north of 10 Mile Road

**DATE:** May 27, 2014  
**PROJECT NO.:** 0163-14-0041  
**ESTIMATOR:** E. Sheeran  
**CHECKED BY:** J. Rushlow

**BASIS FOR ESTIMATE:**  CONCEPTUAL  PRELIMINARY  FINAL

**WORK:** **HMA reconstruction of cul-de-sac with curb and gutter replacement and driveway approach repairs**

- Assumptions:**
1. Culdesac will be reconstructed to match existing with a radius of 54 ft
  2. Pavement cross section proposed at 5" HMA on 12" Agg Base
  3. All curb and gutter will be removed and replaced
  4. Both existing asphalt approaches will also be reconstructed
  5. Aggregate base will extend 1' beyond back of curb
  6. Geotextile Fabric Glass Pave will be placed between the different layers of HMA
  7. Geogrid will be placed below the aggregate as a sub-surface reinforcement

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	Mobilization, Max. 10%	LS	1	\$10,500.00	\$10,500.00
2	Traffic Maintenance and Control	LS	1	\$5,000.00	\$5,000.00
3	Erosion Control, Silt Fence	Ft	295	\$2.00	\$590.00
4	Pavement Removal	Syd	1,567	\$6.00	\$9,402.00
5	Curb and Gutter Removal	Ft	473	\$4.00	\$1,892.00
6	Subgrade Undercut, Type II, Modified	Cyd	131	\$30.00	\$3,930.00
7	Aggregate Base, 21AA, 12 inch	Ton	1,519	\$15.00	\$22,785.00
8	Station Grading	Sta	2	\$2,000.00	\$4,000.00
9	HMA, 4E3, 3", Leveling	Ton	246	\$80.00	\$19,680.00
10	HMA, 5E3, 2", Top	Ton	164	\$80.00	\$13,120.00
11	HMA Approach, LVSP, 5"	Ton	22	\$100.00	\$2,200.00
12	Geotextile Fabric Glass Pave	Syd	1,489	\$3.50	\$5,211.50
13	TX5 Geogrid	Syd	1,489	\$3.50	\$5,211.50
14	Curb and Gutter, Conc, Det B2	Ft	473	\$20.00	\$9,460.00
15	Underdrain Subgrade, 6"	Ft	451	\$5.00	\$2,255.00
16	Driveway Surface Agg	Cyd	1	\$25.00	\$25.00
17	Surface Restoration	Syd	78	\$3.00	\$234.00

**Opinion of Construction Cost**

\$115,496.00

## MEMORANDUM



**TO:** ROB HAYES, P.E.; DIRECTOR OF PUBLIC SERVICES  
**FROM:** BRIAN COBURN, P.E.; ENGINEERING MANAGER *BTC*  
**SUBJECT:** CATHERINE INDUSTRIAL DRIVE CUL-DE-SAC OWNERSHIP  
**DATE:** JUNE 5, 2014

Staff received a complaint from one of the businesses on Catherine Industrial Drive (located north off of Ten Mile Road and east of Novi Road) regarding the poor condition of the cul-de-sac at the north end of the street. The answer that has been provided over the years is that the cul-de-sac is located on a private parcel and in under private ownership. It has come to our attention that this statement is incorrect as explained below.

Catherine Industrial Drive is part of the Ten-Novu Industrial Park plat containing a single street, 17 lots and an outlet for storm water detention. The plat is attached for reference and was recorded in 1980. The northern part of the plat including lots 6 through 9, lots 15 through 17, Outlot A and the right-of-way adjacent to these lots was vacated by the Circuit Court in 1991. The parcel layers in the GIS mapping data shows that the cul-de-sac at the north end of Catherine Industrial Drive is entirely located within a private parcel, which was a result of the 1991 change to the plat. Based on this information, it was believed that the cul-de-sac was under private ownership and control because it was entirely located within a private parcel as shown below and on the attached map.



We recently received research from the Community Development Department that indicated there was more to the history than what is shown on the parcel layer. The attached Consent Judgment and associated appendices reveal that while a portion of

the plat was vacated, the City retained an easement over the existing cul-de-sac. Since easements are not shown in the parcel layer or any of the GIS data, this is not readily apparent unless we were to research the legal documents recorded at Oakland County. The map below shows the area of the plat that was vacated and the easement area that was retained for the cul-de-sac.



Not only was easement granted for the land area of the cul-de-sac, but we also found evidence that the City owns the improvements. Attached to the consent judgment is a Bill of Sale executed by the owner of the conveying all improvements within the plat including street paving to the City of Novi.

Based on this new information, we have identified unused funds from recently completed construction projects that can be used to complete the design engineering to reconstruct the cul-de-sac. The attached photos show that the pavement has completely failed and must be addressed.

# Current Parcel Boundaries

## Ten Novi Industrial Park

The existing cul-de-sac is shown on a private parcel OUTSIDE of the ROW.

Novi Rd

Catherine Industrial Rd

Ten Mile Rd


Map Author: Brian Coburn  
Date: 6/5/14  
Project:  
Version #:

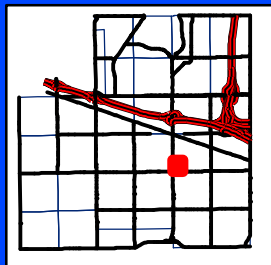
Amended By:  
Date:  
Department:

### MAP INTERPRETATION NOTICE

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### Map Legend

 Ten-Novi Industrial Park



## City of Novi

Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

0 37.5 75 150 225  
Feet

1 inch = 184 feet



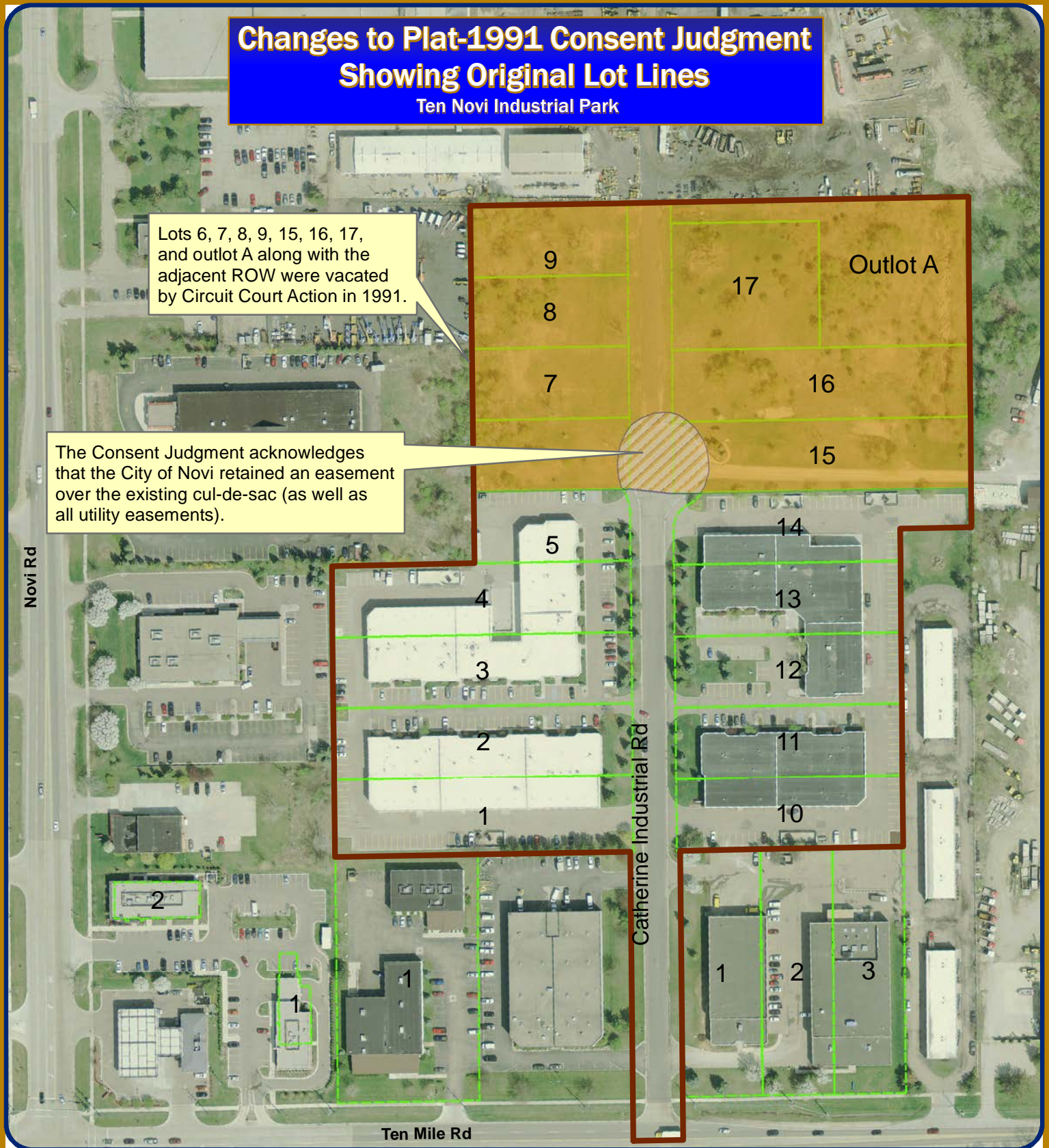


# Changes to Plat-1991 Consent Judgment Showing Original Lot Lines

## Ten Novi Industrial Park

Lots 6, 7, 8, 9, 15, 16, 17, and outlot A along with the adjacent ROW were vacated by Circuit Court Action in 1991.

The Consent Judgment acknowledges that the City of Novi retained an easement over the existing cul-de-sac (as well as all utility easements).

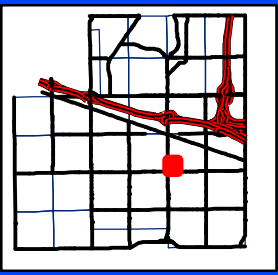


Map Author: Brian Coburn  
 Date: 6/5/14  
 Project:  
 Version #:  
 Amended By:  
 Date:  
 Department:

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**Map Legend**

- Ten-Novi Industrial Park
- Road Easement Retained
- Plat Area Vacated in 1991



**City of Novi**

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

Feet

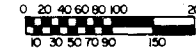
0 37.5 75 150 225

1 inch = 184 feet

# TEN-NOVI INDUSTRIAL PARK

A SUBDIVISION OF PART OF THE S.W. 1/4 OF SECTION 23, T.1N., R.8E.

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



SCALE: 1 INCH = 100 FEET

**SURVEYOR'S CERTIFICATE**

I, Roy J. Russell, Surveyor, Certify:

That I have surveyed, divided and mapped the land shown on this plat described as follows:

TEN-NOVI INDUSTRIAL PARK, a subdivision of part of the S.W. 1/4 of Section 23, T. 1N., R. 8E., City of Novi, Oakland County, Michigan,

Described as beginning at a point located N.89°34'50"E. 400.00 feet and N.00°02'50"W. 405.00 feet from the S.W. Corner of said Section 23; thence N.00°02'50"W. 407.00 feet, thence N.89°32'20"E. 199.65 feet, thence N.00°03'10"W. 500.00 feet, thence N.89°32'20"E. 696.65 feet, thence S.00°02'50"W. 462.70 feet, thence S.89°34'50"W. 100.00 feet, thence S.00°02'50"W. 445.00 feet, thence S.89°34'50"W. 312.00 feet, thence S.00°02'50"W. 405.00 feet to a point on the south line of said Section 23, thence S.89°34'50"W. along Section line 70.00 feet, thence N.00°02'50"E. 405.00 feet, thence S.89°34'50"W. 412.79 feet to the point of beginning.

Said plat consists of 17 lots numbered 1 through 17 inclusive and one (1) Outlot and contains 15.990 acres.

That I have made such survey, land division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that the survey has been deposited with the municipality, as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the Bearings shown on the Plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

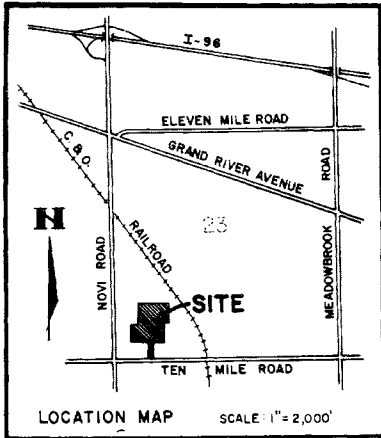
DATE: JUNE 20, 1980

ROY J. RUSSELL & ASSOCIATES, P.C.  
ENGINEERS, PLANNERS & SURVEYORS  
32910 THIRTEEN MILE ROAD  
FARMINGTON HILLS, MICHIGAN 48018

BY: Roy J. Russell, PRESIDENT  
ROY J. RUSSELL, R.L.S. #11197



**RJR** ROY J. RUSSELL & ASSOCIATES, P.C.  
Engineering - Surveying - Land Planning  
32910 THIRTEEN MILE RD. (313) 626-8841  
FARMINGTON HILLS, MICHIGAN 48018



**PLAT LEGEND**

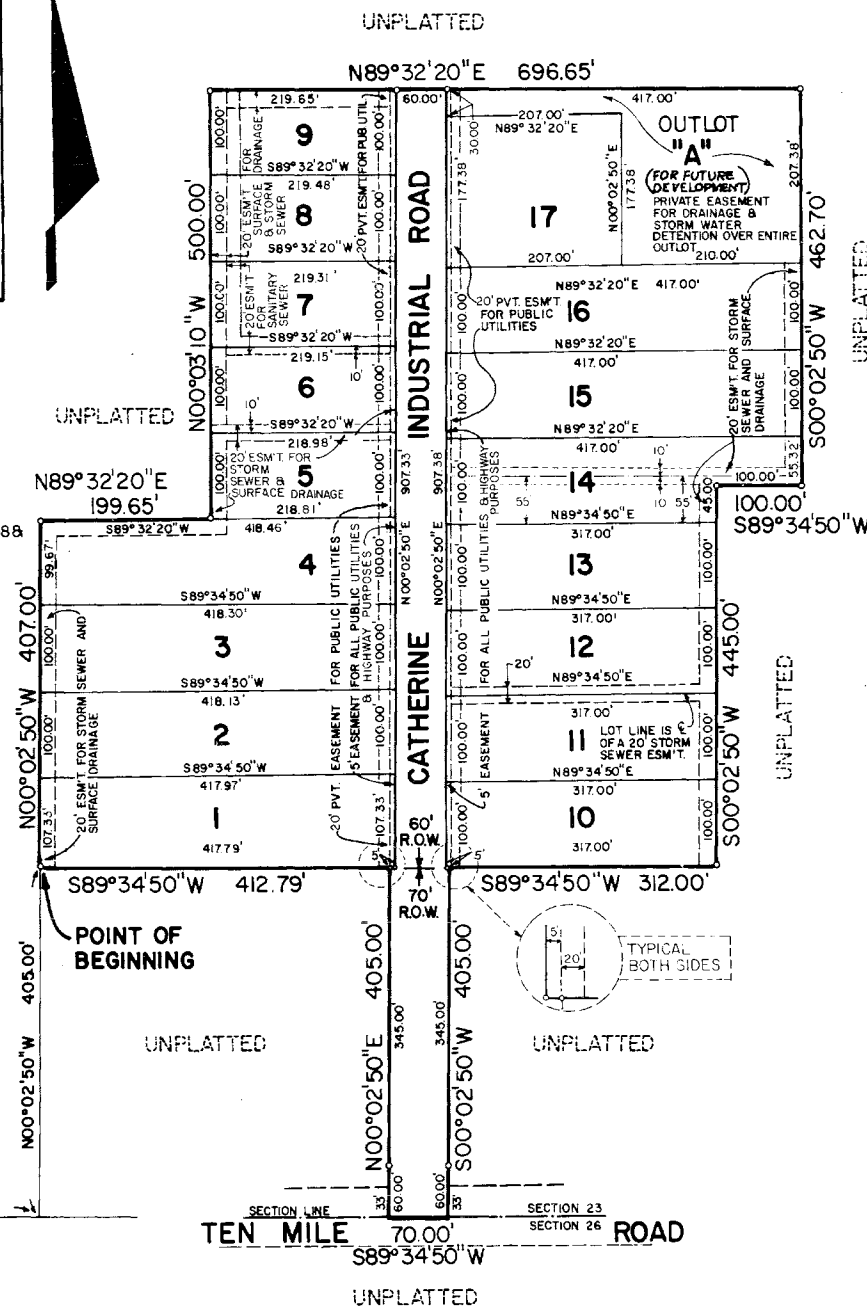
ALL DIMENSIONS ARE SHOWN IN FEET.

ALL BEARINGS ARE IN RELATION TO "MEADOWBROOK GLENS #1 SUBDIVISION" AS RECORDED IN LIBER 126, OF PLATS, PAGES 388 & 39 OF OAKLAND COUNTY.

THE SYMBOL "•" INDICATES A CONCRETE MONUMENT.

ALL LOT MARKERS ARE 1/2" IRON BARS AND ARE 18" LONG.

This plat is subject to restrictions as required by Act 259 of 1976, as amended on certain lots shown on this plat which are in the jurisdiction of the Michigan Department of Natural Resources and the Michigan Department of Public Health, which was recorded in Liber 1025, Pages 261-268 of records of this county.



S.W. CORNER SECTION 23, T.1N., R.8E. N89°34'50"E 400.00'

TEN MILE ROAD SECTION 23 SECTION 26 ROAD

55083

PROPRIETOR'S CERTIFICATE

We as Proprietors, certify that we caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public; that the public utility easements are private easements, and that all other easements are for the uses shown on the plat; and that Outlot "A" is subject to private easement for drainage and storm water detention. *Outlot "A" is for future development*

WITNESS:

Wm. Michael Hopp  
WM. MICHAEL HOPP

William M. Ditzhazy  
William M. Ditzhazy  
32316 Five Mile Road  
P.O. Box 2806  
Livonia, Michigan 48151

James P. Broome  
JAMES P. BROOME

Catherine M. Ditzhazy  
Catherine M. Ditzhazy  
32316 Five Mile Road  
P.O. Box 2806  
Livonia, Michigan 48151

ACKNOWLEDGEMENT

STATE OF MICHIGAN }  
COUNTY OF WAYNE } SS.

Personally came before me this 1<sup>st</sup> day of July, 1980, the above named William M. Ditzhazy and Catherine M. Ditzhazy, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission Expires: 12-5-83

Wm. Michael Hopp  
WM. MICHAEL HOPP Notary Public  
WAYNE County, Michigan

PROPRIETOR'S CERTIFICATE

We as Proprietors, certify that we caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public; that the public utility easements are private easements, and that all other easements are for the uses shown on the plat; and that Outlot "A" is subject to a private easement for drainage and storm water detention. *Outlot "A" is for future development.*

J J T Properties  
A Michigan Co-Partnership  
1565 Woodward Avenue  
Terrace #5  
Bloomfield Hills, Michigan 48013

Register File No. 80-1291  
County of Oakland  
Filed February 21, 1980

WITNESS:

Pauline B. Crowder  
PAULINE B. CROWDER

Jarvis J. Schmidt  
Jarvis J. Schmidt, Co-Partner

Patricia Leonard  
PATRICIA LEONARD

James W. Draper  
James W. Draper, Co-Partner

James P. Broome  
JAMES P. BROOME

Thomas F. Franke  
Thomas F. Franke, Co-Partner

# TEN-NOVI INDUSTRIAL PARK

A SUBDIVISION OF PART OF THE S.W. 1/4 OF SECTION 23, T.1N., R.8E.

CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

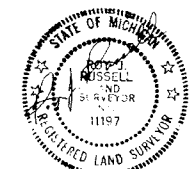
ACKNOWLEDGEMENT

STATE OF MICHIGAN }  
COUNTY OF WAYNE } SS.

Personally came before me this 1<sup>st</sup> day of July, 1980, Jarvis J. Schmidt, Co-Partner, James W. Draper, Co-Partner, and Thomas F. Franke, Co-Partner of the above-named co-partnership, to me known to be the persons who executed the foregoing instrument and to me known to be such co-partners of said co-partnership, and acknowledged that they executed the foregoing instrument as such co-partners as the free act and deed of said co-partnership, by its authority.

My Commission Expires: 12-5-83

Wm. Michael Hopp  
WM. MICHAEL HOPP Notary Public  
WAYNE County, Michigan



# TEN-NOVI INDUSTRIAL PARK

A SUBDIVISION OF PART OF THE S.W. 1/4  
OF SECTION 23, T.1N., R.8E.

CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

## COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding July 2, 1980 involving the lands included in this plat.

Douglas J. Williams  
Douglas J. Williams, County Treasurer  
Oakland County, Michigan

## COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on July 2, 1980 as complying with Section 192 of Act 283, P.A. 1967, and the applicable rules and regulations published by my office in the County of Oakland.

George W. Kuhn  
George W. Kuhn, Drain Commissioner  
Oakland County, Michigan

## CERTIFICATE OF COUNTY ROAD COMMISSIONERS

Approved on March 16, 1981 as complying with Section 183 of Act 288, P.A. 1967, and the applicable published rules and regulations of the Board of Road Commissioners of Oakland County.

John R. Gnau, Jr., Commissioner

Fred D. Houghtep  
Fred D. Houghtep, Chairman

Richard V. Vogt  
Richard V. Vogt, Vice-Chairman

## CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this plat was approved by the City Council of the City of Novi, at a meeting held on April 6, 1981, and was reviewed and found to be in accordance with Act 288, P.A. of 1967, that adequate surety has been deposited with the Clerk for the placing of monuments and lot markers within a reasonable length of time, not to exceed one year from the above date, and that adequate surety has been deposited to insure the installation of sanitary sewer and water facilities within the plat.

Geraldine Stipp  
Geraldine Stipp, City Clerk

CERTIFIED TRUE COPY OF  
RECORDED PLAT  
BY DEPARTMENT OF COMMERCE

Richard E. Lomas  
Richard E. Lomas, L.S.  
Manager, 788 Section

September 28, 1981

## COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Oakland County Plat Board on MAY 12, 1981 as being in compliance with all the provisions of Act 288, P.A. of 1967, and the Plat Board's applicable rules and regulations.

Richard R. Wilcox  
Richard R. Wilcox  
Chairman of Board of Commissioners

C. Hugh Dohany  
C. Hugh Dohany, County Treasurer

Lynn D. Allen  
Lynn D. Allen, County Clerk  
and Register of Deeds

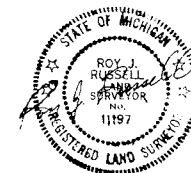
Harry E. Baga  
Harry E. Baga, R.L.S.,  
County Plat Engineer

## RECORDING CERTIFICATE

State of Michigan )  
County of Oakland ) SS.

This plat was received for record on 18th day of June, 1981,  
at 9:57 A.M. and recorded in Liber 178 of Plats on  
Page (s) 22, 23, 24.

Lynn D. Allen  
Lynn D. Allen, Register of Deeds



58083-04

RECEIVED FOR FILING  
OAKLAND COUNTY CLERK

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND '91 AUG -7 A9:03

P.S.I. REPAIR SERVICES, INC.,  
d/b/a P.S.I. HYDRAULICS, INC.,  
a Michigan corporation,

Plaintiff,

vs.

THE CITY OF NOVI, a municipality,  
et al.,

Defendants.

Case No. 91-403321-CH  
Hon. Francis X. O'Brien

DEFAULT AND CONSENT  
JUDGMENT

-----/  
ABBOTT, NICHOLSON, QUILTER,  
ESSHAKI & YOUNGBLOOD, P.C.  
By: Timothy J. Kramer (P 36223)  
Attorneys for Plaintiff  
19th Floor, One Woodward Avenue  
Detroit, Michigan 48226  
(313) 963-2500

-----/  
NANCY T. SLUTSKY (P 26597)  
Attorney for Defendant Board of  
County Road Commissioners of the  
County of Oakland  
31001 Lahser Road  
Birmingham, Michigan 48010  
(313) 645-2000

-----/  
DAVID M. FRIED (P 13710)  
Attorney for Defendant City of Novi  
30700 Telegraph Road, Suite 3655  
Birmingham, Michigan 48010-3734  
(313) 645-1003

-----/  
DEBORAH ANN KILE (P 26689)  
Attorney for Defendant Consumer  
Power Company  
212 Michigan Avenue  
Jackson, Michigan 49201-2236  
(517) 788-0316

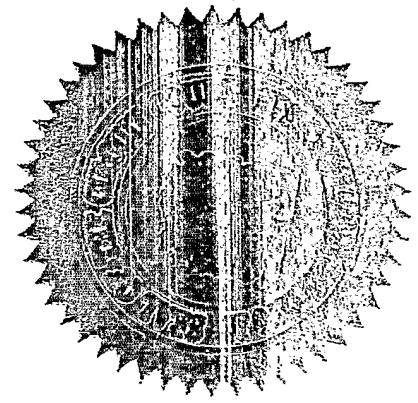
-----/  
PETER L. WANGER (P 25223)  
Attorneys for Defendants NovaWest  
Tech Center, Jonna Realty  
Enterprises, Inc., The Jonna  
Companies and Jonna Construction Co.  
300 E. Maple, 3rd Floor  
Birmingham, Michigan 48009-6308  
(313) 644-4840

STATE OF MICHIGAN }  
COUNTY OF OAKLAND } SS.

LYNN D. ALLEN, County Clerk for the County of Oakland,  
Clerk of the Circuit Court thereof, the same being a  
Court of record and having a Seal, hereby certify that  
the attached is a true copy.

In Testimony whereof, I have hereunto set my hand and  
placed the Seal of said Court this AUG 07 1991

LYNN D. ALLEN, Clerk - Register of Deeds  
By [Signature] Deputy Clerk



58083

KARL W. RANDALL (P 33216)  
Attorney for Defendant Oakland  
County Drain Commissioner  
1200 N. Telegraph Road  
Pontiac, Michigan 48341  
(313) 858-0550

-----/  
KEVIN T. SMITH (P 32825)  
Attorney for Defendant State of  
Michigan  
P.O. Box 30028  
Lansing, Michigan 48909  
(517) 373-7540

-----/  
MARTIN SZYMANSKI (P 29334)  
Attorney for Defendant CPI and  
Modern  
28000 Dequindre Road  
Warren, Michigan 48092  
(313) 578-6493

DEFAULT AND CONSENT JUDGMENT

At a session of said Court, held in the  
Courthouse in the City of Pontiac, County  
of Oakland, State of Michigan, on: AUG-07 1991

PRESENT: THE HONORABLE FRANCIS X. O'BRIEN  
~~Circuit Judge~~ Court Judge

Plaintiff having filed a Complaint to vacate the plat of a certain piece of real property described herein, it appearing from the file that all parties named as Defendants herein have been served; it further appearing that certain Defendants have filed answers to the Complaint and other Defendants listed on Exhibit A attached hereto have failed to appear or file answers; defaults having been entered against the Defendants who have not appeared or answered as listed on Exhibit A attached hereto; the consent of the remaining Defendants to this Judgment who have appeared having been given and the Court

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being otherwise fully advised in the premises, on Motion of Timothy J. Kramer, Attorney for Plaintiff:

IT IS HEREBY ORDERED AND ADJUDGED that the plat with respect to the subject property involved in this matter, including the roadway located between the lots described below, within the property located in the City of Novi, County of Oakland, State of Michigan, described as:

Lots 6, 7, 8, 9, 15, 16, 17 and outlot A of 10 Novi Industrial Park, as described in Liber 178 of Plats, page 22, 23, and 24, Oakland County Records

be and hereby is vacated, subject to the retention of any and all easements of record currently existing and subject to the Resolutions of the City of Novi dated September 22, 1986, attached hereto and marked as Exhibit B.

IT IS FURTHER ORDERED AND ADJUDGED that this Judgment be filed with the Oakland County Register of Deeds within 30 days from the date it is entered.

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff prepare a new plat for the portion of the subdivision affected by this Judgment and provide five true copies of this new plat, accompanied by a copy of this Judgment, to the state treasurer. The caption of the new plat shall include a statement that it is a corrected or a revised plat of all or part of the same subdivision covered by the original plat.

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IT IS FURTHER ORDERED AND ADJUDGED that the City of Novi shall return to Plaintiff a letter of credit in the amount of \$120,000, provided to the City of Novi by Plaintiff, upon: (1) entry of this Judgment; (2) filing of this Judgment and five (5) true copies of the new plat with the State Treasurer; and (3) acceptance by the City of Novi of bills of sale from Plaintiff for all city utilities within utility easements attached as Exhibit C.

IT IS FURTHER ORDERED AND ADJUDGED that the rights of Plaintiff in the vacated portion of the Plat of 10-Novu Industrial Park are subject to the easement and rights of Consumers Power Company, its successors and assigns, to construct, operate, maintain, repair, replace, enlarge, improve, add to, serve from, and remove its existing and future gas distribution facilities.

FRANCIS X. O'BRIEN  
CIRCUIT JUDGE

CIRCUIT COURT JUDGE

A TRUE COPY  
LYNN D. ALLEN  
Oakland County Clerk - Register of Deeds  
By: *M. Schreder* Detroit

The appearing parties, through their respective counsel, hereby consent to the entry of the above Order.

ABBOTT, NICHOLSON, QUILTER  
ESSHAKI & YOUNGBLOOD, P.C.

CARSON FISCHER & POTTS

By: *Timothy J. Kramer*  
Timothy J. Kramer (P 36223)  
Attorneys for Plaintiff  
19th Floor  
One Woodward Ave.  
Detroit, MI 48226  
(313) 963-2500

By: *Peter L. Wanger* w/consent  
Peter L. Wanger (P 25223)  
Attorneys for Defendants  
NovaWest Tech Center,  
Jonna Realty  
Enterprises, Inc., The  
Jonna Companies and  
Jonna Construciton Co.  
300 E. Maple, 3rd Floor  
Birmingham, MI 48009-6308  
(313) 644-4840

Dated: August 6, 1991

Dated: August 1, 1991



58083

Nancy J. Slutsky (w/consent Aug 6, 1991 TSK)  
NANCY J. SLUTSKY (P 26597)  
Attorney for Defendant  
Board of County Road  
Commissioners of the  
County of Oakland  
31001 Lahser Road  
Birmingham, MI 48010  
(313) 645-2000

Karl W. Randall (w/consent Aug 6, 1991 TSK)  
KARL W. RANDALL (P 33216)  
Attorney for Defendant  
Oakland County Drain  
Commissioner  
1200 N. Telegraph Rd.  
Pontiac, MI 48341  
(313) 858-0550

Dated: August 6, 1991

Dated: August 6, 1991

FRIED & LEVITT, P.C.

By: David M. Fried (w/consent Aug 6, 1991 TSK)  
David M. Fried (P 13710)  
Attorney for Defendant  
City of Novi  
30700 Telegraph Road  
Suite 3655  
Birmingham, MI 48010-3734  
(313) 645-1003

Kevin T. Smith (w/consent Aug 1, 1991 TSK)  
KEVIN T. SMITH (P 32825)  
Attorney for Defendant State  
of Michigan  
P.O. Box 30028  
Lansing, MI 48909  
(517) 373-7540

Dated: August 6, 1991

Dated: August 1, 1991

Deborah A. Kile (w/consent Aug 1, 1991)  
DEBORAH A. KILE (P 26689)  
Attorney for Defendant  
Consumers Power Company  
212 Michigan Avenue  
Jackson, MI 49201-2236  
(517) 788-0316

Martin Szymanski (w/consent Aug 6, 1991)  
MARTIN SZYMANSKI (P 29334)  
Attorney for Defendant CPI  
and Modern  
28000 Dequindre Road  
Warren, MI 48092  
(313) 578-6493

Dated: August 1, 1991

Dated: August 6, 1991

13:5482

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EXHIBIT A

LIST OF DEFENDANTS WHO HAVE NOT  
APPEARED OR FILED ANSWERS

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Michigan Bell Telephone Company  
444 Michigan Avenue  
Detroit, Michigan 48226

ANCA (USA), Inc.  
24371 Catherine Industrial Drive  
Suite 235  
Novi, Michigan 48050

IBEC, Inc.  
Computer Repair  
24371 Catherine Industrial Drive  
Suite 229  
Novi, Michigan 48050

Lynn-Michael Industries  
24371 Catherine Industrial Drive  
Suite 229  
Novi, Michigan 48050

Ricque Professional Golf Equipment  
24371 Catherine Industrial Drive  
Suite 227  
Novi, Michigan 48050

The Cotton Factory, Inc.  
24371 Catherine Industrial Drive  
Suite 219  
Novi, Michigan 48050

Atec Environmental Consultants  
24371 Catherine Industrial Drive  
Suite 100  
Novi, Michigan 48050

Donnellon Design Service, Inc.  
24301 Catherine Industrial Drive  
Suite 100  
Novi, Michigan 48050

Landis Gage Sales, Inc.  
24301 Catherine Industrial Drive  
Suite 100  
Novi, Michigan 48050

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Mediq PRN Life Support Services  
24301 Catherine Industrial Drive  
Suite 102  
Novi, Michigan 48050

Mi-Tech Sales, Inc.  
24301 Catherine Industrial Drive  
Suite 108  
Novi, Michigan 48050

Novi Fence & Supply Company  
24301 Catherine Industrial Drive  
Suite 118  
Novi, Michigan 48050

Amerinetics Electrical Automation Components  
24301 Catherine Industrial Drive  
Suite 120  
Novi, Michigan 48050

MVP Products  
24301 Catherine Industrial Drive  
Suite 108 through 110  
Novi, Michigan 48050

~~The Jonna Companies  
24301 Catherine Industrial Drive  
Suite 108 through 110  
Novi, Michigan 48050~~

Homelite Division of Textron  
24404 Catherine Industrial Drive  
Suite 300  
Novi, Michigan 48050

Nyberg  
24404 Catherine Industrial Drive  
Suite 306  
Novi, Michigan 48050

Decanter Imports  
24404 Catherine Industrial Drive  
Suite 308  
Novi, Michigan 48050

B.C. Manufacturing, Inc.  
24404 Catherine Industrial Drive  
Suite 310  
Novi, Michigan 48050

Micro-Poise  
24404 Catherine Industrial Drive  
Suite 312  
Novi, Michigan 48050

EXHIBIT           A            
PAGE           2           OF           5

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Stanley Steemer of Detroit, Inc.  
24404 Catherine Industrial Drive  
Suite 316  
Novi, Michigan 48050

JPF Enterprises, Inc.  
24404 Catherine Industrial Drive  
Suite 320  
Novi, Michigan 48050

Random House Interiors, Inc.  
24404 Catherine Industrial Drive  
Suite 320  
Novi, Michigan 48050

Prep Film Service, Inc.  
24300 Catherine Industrial Drive  
Suite 417  
Novi, Michigan 48050

C & M Associates, Inc.  
24300 Catherine Industrial Drive  
Suite 415  
Novi, Michigan 48050

Weltronic-Technitron  
24300 Catherine Industrial Drive  
Suite 413  
Novi, Michigan 48050

Lorillard  
24300 Catherine Industrial Drive  
Suite 407  
Novi, Michigan 48050

LNT, Inc.  
24300 Catherine Industrial Drive  
Suite 405  
Novi, Michigan 48050

Ricoh Corporation Facsimile Sales and Service  
24300 Catherine Industrial Drive  
Suite 401  
Novi, Michigan 48050

James Blain Associates, Inc.  
24300 Catherine Industrial Drive  
Suite 419  
Novi, Michigan 48050

EXHIBIT     A      
PAGE     3     OF     5

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J.S. Trudeau Concrete Forming, Inc.  
42900 Ten Mile Road  
Novi, Michigan 48050

Joseph S. Trudeau  
42900 Ten Mile Road  
Novi, Michigan 48050

Michigan Tractor & Machine, d/b/a Michigan Cat  
24800 Novi Road  
Novi, Michigan 48050

Mark O'Laughlin  
7525 Sweetbriar  
Orchard Lake, Michigan 48033

Omni Commerce Center  
Suite 109  
37799 Professional Center Building  
Livonia, Michigan 48154

Omni Auto Service Center  
24400 Novi Road  
Novi, Michigan 48050

X-Mation Tool Company  
42850 W. Ten Mile  
Novi, Michigan 48050

State Farm Mutual Insurance Company  
24360 Novi Road  
Novi, Michigan 48050

~~NovaWest Tech Center  
1533 N. Woodward Avenue  
Suite 120  
Bloomfield Hills, Michigan 48304~~

~~Jonna Realty Enterprises, Inc.  
1533 N. Woodward Avenue  
Suite 120  
Bloomfield Hills, Michigan 48304~~

CSX Transportation, Inc., formerly  
Chesapeake & Ohio Railroad Company  
12780 Levan  
Livonia, Michigan 48150

Horse Farms Only-A Real Estate Company  
24460 Novi Road  
Novi, Michigan 48050

EXHIBIT     A      
PAGE     4     OF     5

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O'Laughlin Construction Company  
24460 Novi Road  
Novi, Michigan 48050

Hart Laser Publishing, Inc.  
24301 Catherine Industrial Drive  
Novi, Michigan 48050

R.R. Baker Team  
24460 Novi Road  
Novi, Michigan 48050

38:336

EXHIBIT           A            
PAGE       5       OF       5

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RESOLUTIONS OF THE CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

WHEREAS, P.S.I. Hydraulics, Inc., a Michigan corporation, is the proprietor in a plat described as:

Premises situated in the City of Novi, County of Oakland, State of Michigan, being Ten-Novi Industrial Park, a subdivision of part of the southwest 1/4 of Section 23, T1N, R8E, as recorded in Liber 178 of Plats, Pages 22, 23 and 24, Oakland County Records; and

WHEREAS, the northerly portion of said plat can not be developed for light industrial use without extraordinary expense; and

WHEREAS, P.S.I. Hydraulics, Inc. has requested that said northerly portion be vacated, including all areas which may have been dedicated to the public; and

WHEREAS, the City Council of the City of Novi has determined that the extraordinary conditions presented warrant the vacating of all areas dedicated to the public in said northerly portion as hereinafter described, including the northerly portion of Catherine Industrial Road included therein, and that such vacating will not be detrimental to the health, welfare, comfort or safety of the people of the City of Novi; and

WHEREAS, the City Council of the City of Novi has also determined that certain easements for ingress, egress, future road, sanitary sewers, water mains, storm sewers, drainage, gas mains and public utilities over said northerly portion of the plat to be vacated should be preserved.

NOW THEREFORE,

RESOLVED, that all property dedicated to the public in the property described on Exhibit "A", which includes a part of Catherine Industrial Road, a public street in Ten-Novi Industrial Park subdivision, a subdivision recorded in Liber 178 of Plats, Pages 22, 23 and 24 of Oakland County Records, be and the same hereby is vacated from said Plat;

RESOLVED FURTHER, that a permanent easement for future roadway and utility purposes is hereby established over said vacated portion of Catherine Industrial Road;

EXHIBIT B  
PAGE 1 OF 4

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RESOLVED FURTHER, that a permanent easement is hereby established for a cul-de-sac north of the non-vacated portion of said Catherine Industrial Road, said easement being more particularly described on Exhibit "A" attached hereto;

RESOLVED FURTHER, that all existing easements for sanitary sewers, water mains, storm sewers, drainage, gas mains, public utilities, ingress, egress and future road purposes are hereby retained except a certain easement on Outlot A for water detention, which is hereby reduced according to the Roy J. Russell & Associates, P.C. revised plans dated January 4, 1982, Job 79-1094;

RESOLVED FURTHER, that the proprietor may utilize these resolutions in any circuit court action filed for the purpose of vacating the northerly portion of said Ten-Novi Industrial Park Subdivision plat as approved herein; and

RESOLVED FURTHER, that the City Clerk of the City of Novi shall record these resolutions with the Register of Deeds for the County of Oakland within thirty (30) days of the date hereof and shall forward a copy to the Treasurer of the State of Michigan.

This action is taken pursuant to Sections 256 and 257 of Act 288 of the Public Acts of 1967, MCLA 560.256 and MCLA 560.257 and may be subject to the approval of the Oakland County Circuit Court pursuant to Section 226 of Act 288 of the Public Acts of 1967, MCLA 560.226.

Dated: September 22, 1986

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Novi, Michigan, at a Regular Meeting held the 22nd day of September, 1986.

Patricia A. Karevich  
Patricia A. Karevich, Mayor

Geraldine Stipp  
Geraldine Stipp, Clerk

Geraldine Stipp  
Geraldine Stipp, Clerk



TO RESOLUTIONS OF THECITY OF NOVI

Premises situated in the City of Novi, Oakland County, Michigan, being part of TEN-NOVI INDUSTRIAL PARK, a subdivision of part of the SW 1/4 of Section 23, T. 1N., R. 8E., as recorded in Liber 178 of Plats, Pages 22, 23, and 24, Oakland County Records described as:

1. Vacated Property: Lots 6,7,8,9,15,16 and 17 of TEN-NOVI INDUSTRIAL PARK, as recorded in Liber 178 of Plats, Page 22, 23, and 24, Oakland County Records.

2. Permanent Easement for cul-de-sac:

- i. Lot 5 - Beginning at the northeast corner of said Lot 5, thence S 00°02'50" W along the East lot line (Westerly R.O.W. line of Catherine Industrial Road, 60 ft. wide) 37.41 feet, thence northwesterly on a curve to the left (radius equals 70.26 feet, long chord bears N 15°59'31" W 38.82 feet) a distance of 39.33 feet to a point on the north line of said Lot 5, thence N 89° 32' 20" E along lot line 10.73 feet to the point of beginning, together with a five foot wide easement for all public utilities and highway purposes adjacent to and westerly of the above-described part of Lot 5. Above described part of Lot 5 contains 130 square feet.
- ii. Lot 6 - Beginning at the southeast corner of said Lot 6, thence N 00°02'50" E along the East lot line (Westerly R.O.W. line of Catherine Industrial Road, 60 ft. wide) 85.26 feet, thence southwesterly on a curve to the left (radius equals 68.00 feet, long chord bears S. 07°12'34" W 86.03 feet) a distance of 93.14 feet to a point on the south line of said Lot 6, thence N 89°32'20" E along lot line 10.73 feet to the point of beginning, together with a five foot wide easement for all public utilities and highway purposes adjacent to and westerly of the above described part of Lot 6, which described area contains 1359 square feet.
- iii. Lot 14 - Beginning at the northwest corner of said Lot 14, thence S 00°02'50" W along the West lot line (Easterly R.O.W. line of Catherine Industrial Road, 60 ft. wide) 50.00 feet, thence northeasterly on a curve to the right (radius equals 38.00 feet, long chord bears N 30°38'05" E 38.67 feet) a distance of 40.57 feet, thence northeasterly on a curve to the left (radius equals 68.00 feet, long chord bears N 49°58'55" E 26.51') a distance of 26.68 feet to a point on the north line of said Lot 14, thence S 89°32'20" W along lot line 39.97 feet to the point of beginning, together with a five foot wide easement for all public utilities and highway purposes adjacent to and easterly of the above-described part of Lot 14, which described area contains 714 square feet.

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EXHIBIT "A"

Page 2

iv. Lot 15 - Beginning at the northwest corner of said Lot 15, thence S 00°02'50" W along the West lot line (Easterly R.O.W. line of Catherine Industrial Road, 60 ft. wide) 100.00 feet to the Southwest Corner of said Lot 15, thence N 89° 32'20" E along south line of said Lot 15 a distance of 39.97 feet, thence northwesterly on a curve to the left (radius equals 68.00 feet, long chord bears N 09°20'55" W 101.21 feet), a distance of 114.15 feet to a point on the north line of said Lot 15, thence S 89°32'20" W along lot line 23.44 feet to the point of beginning, together with a five foot wide easement for all public utilities and highway purposes adjacent to and easterly of the above-described part of Lot 15, which described area contains 4753 square feet.

v. Lot 16 - Beginning at the southwest corner of said Lot 16, thence N 00°02'50" E along the west lot line (Easterly R.O.W. line of Catherine Industrial Road, 60 ft. wide) 9.59 feet, thence southeasterly on a curve to the right (radius equals 68.00 feet, long chord bears S 68° 08'22" E 25.25 feet) a distance of 25.40 feet to a point on the south line of said Lot 16, thence S 89°32'20" W along lot line 23.44 feet to the point of beginning, together with a five foot easement for all public utilities and highway purposes, sanitary sewer and water mains, adjacent to and northerly of the above described part of Lot 16. Above described part of Lot 16 contains 132 square feet.

EXHIBIT     B      
PAGE     4     OF     4

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that P.S.I. Repair Services, Inc., d/b/a P.S.I. Hydraulics, Inc., a Michigan corporation, 11900 Mayfield, Livonia, Michigan 48150, for the sum of (\$1.00) one dollar and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, 45175 West Ten Mile, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances and other personal property attached to or installed in the ground as a part of the water supply systems, sanitary sewer systems, storm sewer system, storm detention systems, and street paving according to the easements and/or public rights-of-way, as established by the plat of subdivision of Ten-Novı Industrial Park, except for the stormwater detention basin located on Outlot A of said plat, being more fully described as follows:

Land situated in the City of Novi, Oakland County, Michigan, being described as Ten-Novı Industrial Park as recorded in Liber 178 of Plats, Pages 22, 23 and 24, Oakland County Records.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale on this 31st day of July, 1991.

WITNESSES:

P.S.I. Repair Services, Inc.,  
d/b/a P.S.I. Hydraulics, Inc.,  
a Michigan corporation

[Handwritten Signature]  
[Handwritten Signature]

[Handwritten Signature]  
BY:  
ITS:

STATE OF MICHIGAN)  
) SS  
COUNTY OF ~~KALAMAZOO~~

KALAMAZOO ACTING IN WAYNE  
Subscribed and sworn before me this 31st day of July,  
1991, by William T. Phillips, for and on  
behalf of P.S.I. Repair Services, Inc., d/b/a P.S.I. Hydraulics,  
Inc., a Michigan corporation.

[Handwritten Signature]  
KALAMAZOO ACTING IN Notary Public  
WAYNE ~~KALAMAZOO~~ County, Michigan  
My commission expires: [Handwritten]  
MARILYN G. RUMNEY  
Notary Public, Kalamazoo County, Michigan  
My Commission Expires January 15, 1992

Drafted By:  
Dennis Watson  
Fried & Levitt, P.C.  
30700 Telegraph, Ste. 3655  
Birmingham, MI 48010

When recorded, return to:  
Gary Bowman  
JCK and Associates, Inc.  
45650 Grand River Avenue  
Novi, MI 48374