



CITY of NOVI CITY COUNCIL

Agenda Item G
October 8, 2018

SUBJECT: Approval of a Non-Interference Permit with DTE Electric Company to construct a pathway within their easement, which is located on International Transmission Company (ITC) property as part of the ITC Corridor Regional Trail Phase 2.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division
Parks, Recreational and Cultural Services

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The north-south regional pathway in the western portion of the City, known as the ITC Corridor Regional Trail, was included in the adopted City of Novi Non-Motorized Master Plan 2011. The proposed regional pathway would provide a connection between the ITC Community Sports Park and Maybury State Park to the south and the City of Wixom to the north. The master plan shows this non-motorized pathway following a corridor of property owned by the International Transmission Company (ITC).

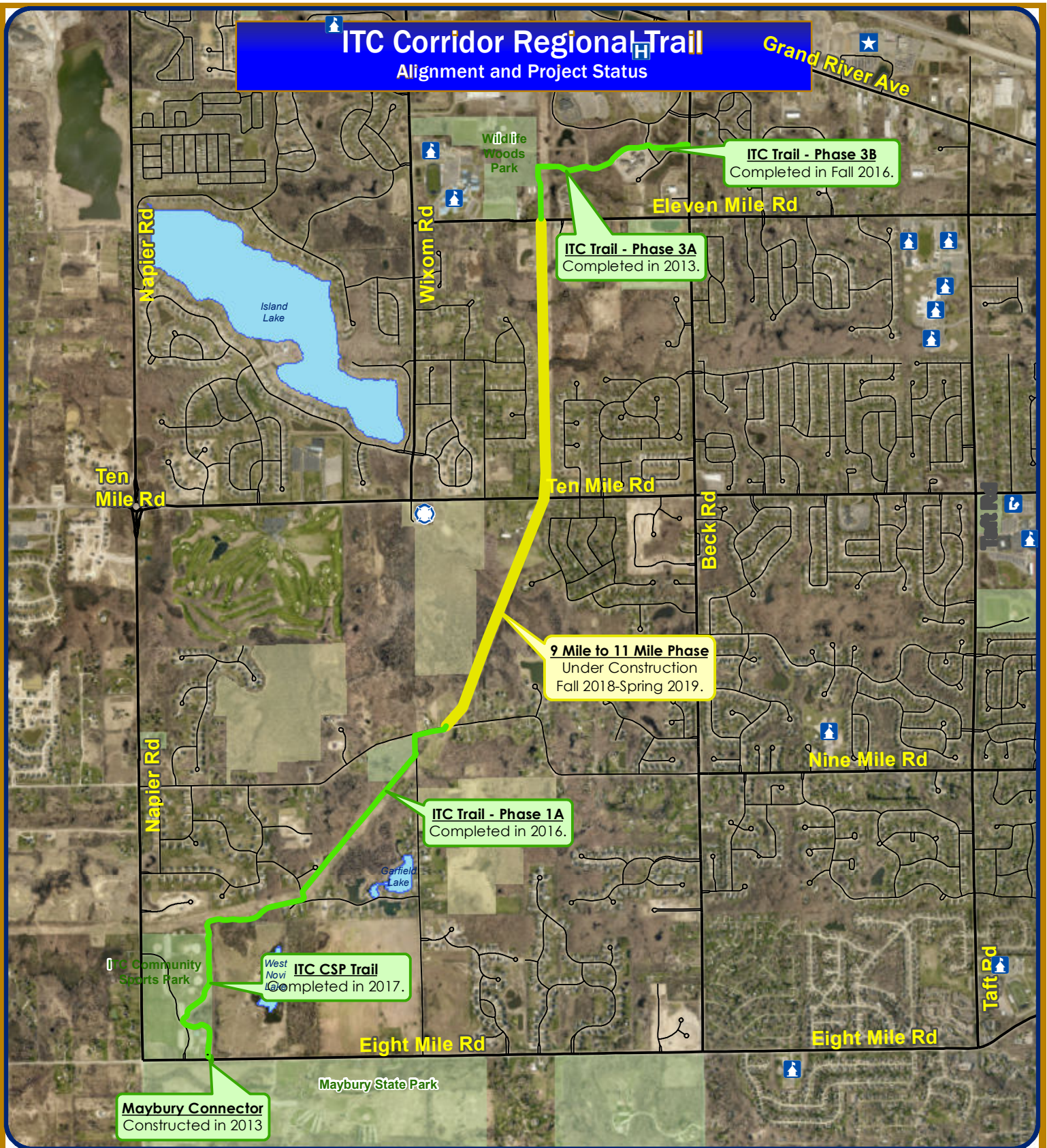
Phase 2 of the ITC Corridor Regional Trail continues the path north from the intersection of 9 Mile Road and Garfield Road to 11 Mile Road (just east of Wixom Road) and completes the ITC Corridor Regional Trail. The majority of this project is located in the ITC transmission corridor.

Construction of a part of the trail will occur within easements held by DTE Electric on ITC Property. Therefore, a License Agreement proposed by DTE Electric for work performed inside of the easement is required. The agreement identifies the responsibilities of the City for anything removed, damaged, or replaced. The City Attorney has reviewed the Non-Interference Permit submitted by DTE Electric and recommends approval (Beth Saarela, September 25, 2018).

RECOMMENDED ACTION: Approval of a Non-Interference Permit with DTE Electric Company to construct a pathway within their easement, which is located on International Transmission Company (ITC) property as part of the ITC Corridor Regional Trail Phase 2.

ITC Corridor Regional Trail

Alignment and Project Status



Map Author: Keri Blough
 Date: September 10, 2018
 Project: ITC Corridor Regional Trail
 Version #: 5.1

Map Revisions:
 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 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

- Trailhead
- Trail Complete
- Trail Under Construction
- Existing Parkland
- Conservation Easement



City of Novi

Integrated Solutions Team
 Geospatial Resources Division
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 Novi, MI 48375
cityofnovi.org



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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 25, 2018

Jeffrey Herczeg, Director of Public Works
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

RE: ITC Trail – DTE Non-Interference Permit to Encroach

Dear Mr. Herczeg:

We have received and reviewed the enclosed draft Non-Interference Permit to Encroach on DTE's existing easement within ITC's Transmission Corridor. The Permit will authorize the City to encroach in DTE's easement area to construct Phase 2 of the ITC Trail. As you know, the City has already obtained and accepted a License Agreement from ITC authorizing the construction of the Trail in ITC's Corridor. This Permit relates to DTE's non-exclusive easement on ITC's property. The Permit, generally, requires the City to add DTE to its insurance and the project insurance as an additional insured with respect to DTE's easement area that is within the proposed construction areas. The Project Contractor must also agree to indemnify and hold harmless both ITC and DTE from any project related liability.

It should be noted that the City is already required to meet ITC's insurance requirements which increases the project's standard minimum insurance requirements to a \$5,000,000 policy. The City is also already required to provide certificates of insurance adding ITC to the City's Municipal General Liability Policy in addition to the Contractor's project Commercial General Liability Policy. The DTE Permit would require adding DTE to both of these policies as well with respect to the locations described in the Non-Interference Permit. As such, the project's contractor should provide an additional endorsement of its policy showing DTE, as well as ITC as additional insureds. Further, both the License Agreement and the Permit should be provided to the City's Insurance Risk Manager to add DTE and ITC to the City's policy with respect to the Trail License Agreement and the Permit to Encroach. Generally, we would recommend adding the Permit, as well as the License Agreement to the Contract's Supplementary Conditions.

The DTE Permit should be placed on an upcoming City Council Agenda for approval. However, we would recommend obtaining the insurance coverage as soon as DTE executes the permit so that the project is not delayed. Although we would not typically recommend accepting increases in project insurance as well as indemnity requirements for a City project, DTE's

Jeffrey Herczeg, Director of Public Works
City of Novi
September 25, 2018
Page 2

conditions are consistent with ITC's existing conditions and do not significantly change the City's or Contractor's obligations with respect to liability and insurance for this project.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Joseph Akers, Staff Civil Engineer (w/Enclosures)
Mark Koskinen, AECOM (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

City of Novi
45175 Ten Mile Road
Novi, MI 48375

RE: Non Interference Permit to encroach on an easement that has been granted to DTE Electric Company

Dear City of Novi:

In reply to your request, DTE Electric Company, a Michigan corporation, f/k/a Th Detroit Edison Company ("DTE") voluntarily grants the City of Novi ("Novi") this Noninterference Permit ("Permit") to encroach on an easement that has been granted to DTE from the International Transmission Company, LLC, a Michigan limited liability Company ("ITC") pursuant to the Agreement, recorded at Liber 23842, page(s) 66-220 of the Oakland County Register of Deeds ("Easement"). The terms of this Permit are as follows:

1. Portion of the easement you are permitted to encroach upon: As shown on "Exhibit A" attached hereto and made a part hereof.

2. Purpose of encroachment: To construct a non-motorized bike and/or walk path ("Path") to be continually utilized by the general public within the Easement provided that the Path shall at all times maintain a minimum of 3 feet clearance from any overhead utility pole(s), lines, guy wires, and other related utility equipment.

3. DTE's Rights This Permit is subject to DTE rights to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("DTE's Facilities") as provided in the Easement. In the event that any of DTE Facilities needs to be repaired or replaced, DTE shall have the right to remove all or any portion of the Path, as is necessary, to complete its work and Novi shall pay for any and all repair costs to the Path.

4. Sole Risk Novi agrees to use the property as provided in this Permit at its sole risk. DTE shall not be liable to Novi for any damage(s) related to the Path, this Permit, landscaping or any interference with Novi's use as provided herein.

5. Insurance While this Agreement is in effect, Novi shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name DTE as an additional insured. The policy shall describe the insured premises in the same manner as described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance

provided, and that the name of the insured will not be changed, without first giving DTE 10 days written notice, as evidenced by receipt of registered letter. Novi shall provide evidence of such coverage to DTE.

26. Novi shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed on the Path, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save DTE harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Novi's use of the Path. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Novi's negligence, DTE's negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise. Further, Novi shall require all contractors and subcontractors at any time employed in connection with any work to be done on the Path to maintain in full force and effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 per occurrence, written so as to provide coverage for collapse, explosion, and underground hazards, which insurance shall either include a Cross Liability Endorsement or shall not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan and shall name DTET as an additional insured.

6. **DTE Damages** Novi shall pay DTE for any and all damages, losses or injuries to DTE's Facilities caused by Novi, Novi's agents, employees, or contractors while constructing, operating or maintaining the Path.

7. **Title** As of the date of Novi's acceptance of this Permit, DTE and Novi acknowledge that the fee owner of the land associated with this Permit is ITC and Novi's use of such property is subject to the consent and approval of ITC.

8. **Termination** This Permit shall terminate if Novi violates this Permit, if Novi violates any applicable laws and regulations, or if Novi abandons the use, maintenance or repair of the Path for more than six (6) months.

9. **Additional Terms.** Novi shall comply with the following:

- a. All OSHA and National Electric Safety Code safety rules must be adhered to.
- b. Grade within Easement area shall not be altered.
- c. No planting of trees or other structures is allowed in the Permit area without prior written approval from DTE.

If you are willing to accept this permit on the above conditions, please have two (2) copies of this License signed and dated below and return both originals to DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226, Attention: Corporate Real Estate, 1935 WCB for DTE's signature. Once fully executed, we will then return one (1) original to your attention.

Sincerely,

John C. Erb, Manager
Corporate Real Estate Services

Agreed and Accepted to this _____ day
Of _____, 2018:

City of Novi
a Michigan Municipality

By: _____

Its: _____

EXHIBIT "A"

PROPOSED 14' WIDE LICENSE AGREEMENT

PART OF THE SOUTHWEST 1/4 OF SECTION 17, T1N-R8E,
NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

PARENT PARCEL:

as provided

TAX ID #50-2217-300-015

T1N, R8E, SECTION 17 PART OF SOUTHWEST 1/4 BEGINNING AT SOUTH 1/4 CORNER, THENCE N 2635.25 FBET, THENCE S 89°49'30" W 235.01 FEET, TH S 1957.85 FEET, THENCE N89°49'30"E 35.00 FEET, THENCE S 677.93 FEET THENCE N89°30'00"E 200.01 FEET TO BEGINNING

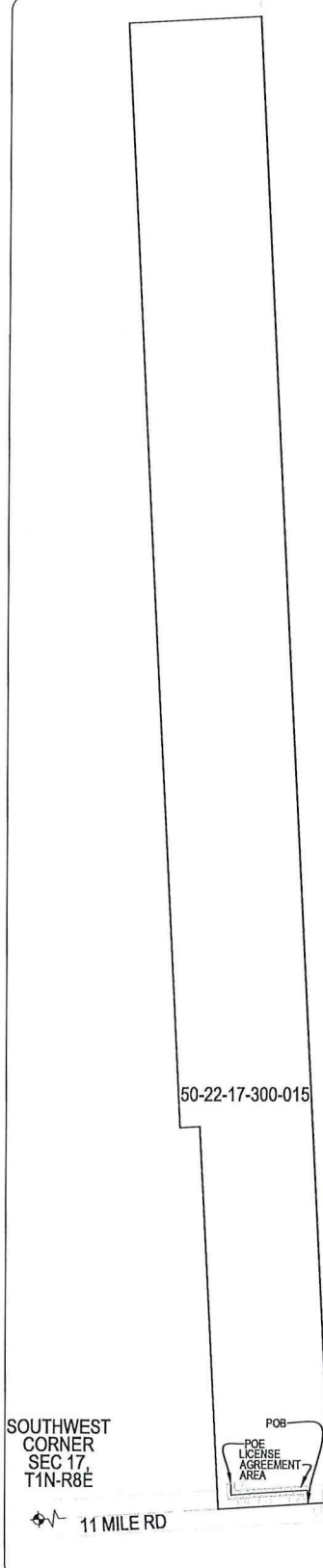
LICENSE AGREEMENT LEGAL DESCRIPTION:

A PORTION OF THE DESCRIBED PARENT PARCEL LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE S86°34'33"W, 40.13 FEET ON THE SOUTH LINE OF SAID SECTION 17 TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 14' WIDE LICENSE AGREEMENT, THENCE N03°25'27"W 24.15 FEET; THENCE S86°30'25"W 54.66 FEET; THENCE S86°25'05"W 50.73 FEET; THENCE S85°41'42"W 29.64 FEET; THENCE N02°27'55"W 20.15 FEET TO THE POINT OF ENDING OF THIS DESCRIPTION.

SUBJECT TO ANY RIGHT OF WAYS OR RESTRICTIONS OF RECORD IF ANY.

BEARINGS FOR THIS LEGAL DESCRIPTIONS WERE BASED UPON GEODETIC OBSERVATIONS OF THE SAID SOUTH LINE.



Parcel Line Table		
Line #	Direction	Length
L1	N3° 25' 27"W	24.15
L2	S86° 30' 25"W	54.66
L3	S86° 25' 05"W	50.73
L4	S85° 41' 42"W	29.64
L5	N2° 27' 55"W	20.15
L6	S86° 34' 33"W	40.13



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AECOM

ITC TRAIL
NOVI, MI

SURVEY FOR:
CITY OF NOVI
DATE: 12/15/2017
JOB NO. : 60551567
DRAWN: AECOM
CHECKED BY: AECOM

LEGEND

GOVERNMENT CORNER

PARENT PARCEL

CENTERLINE 14' LICENSE AGREEMENT

SECTION LINE

RIGHT OF WAY

PROPOSED LICENSE AGREEMENT

PART OF THE WEST 1/2 OF SECTION 29, T1N-R8E,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

PARENT PARCEL:

as provided

TAX ID #50-22-29-126-009

T1N, R8E, SEC 29 PART OF NW 1/4 & PART OF NE 1/4 BEGINNING AT PT DISTANCE S89°6'41 W 106.33 FEET FROM N 1/4 CORNER; THENCE S21°12'53 W 226.28 FEET; THENCE S12°42'33 W 400.00 FEET; THENCE S01°34'54"E 394.54 FEET; THENCE S28°28'03"E 255.95 FEET; THENCE S26°33'54"E 115.00 FEET; THENCE S76°01'29"W 600.25 FEET; THENCE N00°32'21"E 953.89 FEET; THENCE N21°12'56"E 550.41 FEET; THENCE N89°46'41"E 359.90 FEET TO BEGINNING, ALSO BEGINNING AT PT DISTANCE W 659.73 FEET FROM CEN OF SEC; THENCE W 659.72 FEET; THENCE N20°46'22"E 1874.05 FEET; THENCE S00°10'14"W 1752.96 FEET, TO BEGINNING, ALSO BEGINNING AT PT DISTANCE W 1344.48 FEET FROM E 1/4 CORNER; THENCE W 1348.41 FEET; THENCE N89°22'14"W 659.72 FEET; THENCE N00°48'00"E 90.00 FEET; THENCE S89°22'14"E 659.75 FEET; THENCE E 1348.05 FEET; THENCE S00°35'12"W 90.00 FEET TO BEGINNING 30.93 A10/24/85 FR 004,007,008 & 253002

LICENSE AGREEMENT LEGAL DESCRIPTION:

A PORTION OF THE DESCRIBED PARENT PARCEL LOCATED IN THE WEST 1/2 OF SECTION 29, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT NORTH 1/4 CORNER OF SEC 29 T1N, R8E, THENCE S86°34'03"W, 227.84 FEET ON THE NORTH LINE OF SAID SECTION 29 TO POINT OF BEGINNING OF THE CENTERLINE OF A 14' WIDE LICENSE AGREEMENT; THENCE S03°25'01"E 54.01 FEET; THENCE N86°33'32"E 69.39 FEET; THENCE S03°25'52"E 29.56 FEET; THENCE 20.58 FEET ON A CURVE TO THE RIGHT WHOSE RADIUS IS 55.00 FEET, SAID CURVE HAVING A CHORD BEARING S07°17'16"W, AND A DISTANCE OF 20.46 FEET; THENCE S18°00'24"W 102.64 FEET; THENCE 15.59 FEET ON A CURVE TO THE LEFT WHOSE RADIUS IS 105.00 FEET, SAID CURVE HAVING A CHORD BEARING S13°45'14"W, AND A DISTANCE OF 15.57 FEET; THENCE S09°30'04"E 69.08 FEET; THENCE 16.50 FEET ON A CURVE TO THE RIGHT WHOSE RADIUS IS 105.00 FEET, SAID CURVE HAVING A CHORD BEARING S14°00'12"W, AND A DISTANCE OF 16.48 FEET; THENCE S18°30'20"W 188.95 FEET; THENCE 89.27 FEET ON A CURVE TO THE LEFT WHOSE RADIUS IS 255.00 FEET, SAID CURVE HAVING A CHORD BEARING S08°28'34"W, AND A DISTANCE OF 88.82 FEET; THENCE S01°33'11"E 203.20 FEET; THENCE 122.99 FEET ON A CURVE TO THE RIGHT WHOSE RADIUS IS 605.00 FEET, SAID CURVE HAVING A CHORD BEARING S04°16'14"W, AND A DISTANCE OF 122.78 FEET; THENCE S10°05'40"W 194.48 FEET; THENCE 250.84 FEET ON A CURVE TO THE RIGHT WHOSE RADIUS IS 255.00 FEET, SAID CURVE HAVING A CHORD BEARING S38°16'29"W, AND A DISTANCE OF 240.85 FEET; THENCE S66°27'19"W 68.65 FEET; THENCE 217.74 FEET ON A CURVE TO THE LEFT WHOSE RADIUS IS 255.00 FEET, SAID CURVE HAVING A CHORD BEARING S41°59'38"W, AND A DISTANCE OF 211.18 FEET; THENCE S17°31'56"W 355.78 FEET, TO POINT A; THENCE S17°31'56"W 92.48 FEET; THENCE 79.09 FEET ON A CURVE TO THE LEFT WHOSE RADIUS IS 255.00 FEET, SAID CURVE HAVING A CHORD BEARING S08°38'47"W, AND A DISTANCE OF 78.78 FEET; THENCE S00°14'22"E 52.09 FEET; THENCE 79.09 FEET ON A CURVE TO THE RIGHT WHOSE RADIUS IS 255.00 FEET, SAID CURVE HAVING A CHORD BEARING S08°38'47"W, AND A DISTANCE OF 78.78 FEET; THENCE S17°31'56"E 633.24 FEET TO POINT OF ENDING OF THIS DESCRIPTION, SAID POINT BEING N86°43'26"E 1516.69 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 29.

SPUR 1 LEGAL DESCRIPTION:

A 17' WIDE LICENSE AGREEMENT COMMENCING AT AFOREMENTIONED POINT A THENCE S72°28'04"E 17.00 FEET TO POINT OF ENDING OF THIS SPUR.

SUBJECT TO ANY RIGHT OF WAYS OR RESTRICTIONS OF RECORD IF ANY.

BEARINGS FOR THIS LEGAL DESCRIPTION WERE BASED UPON GEODETIC OBSERVATIONS OF THE SAID NORTH LINE.

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ITC TRAIL
NOVI, MI

SURVEY FOR:

CITY OF NOVI
DATE: 05/30/2018
JOB NO.: 60551567
DRAWN: AECOM
CHECKED BY: AECOM



PROPOSED LICENSE AGREEMENT

PART OF THE WEST 1/2 OF SECTION 29, T1N-R8E,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

NORTHWEST
CORNER
SEC 29,
T1N-R8E

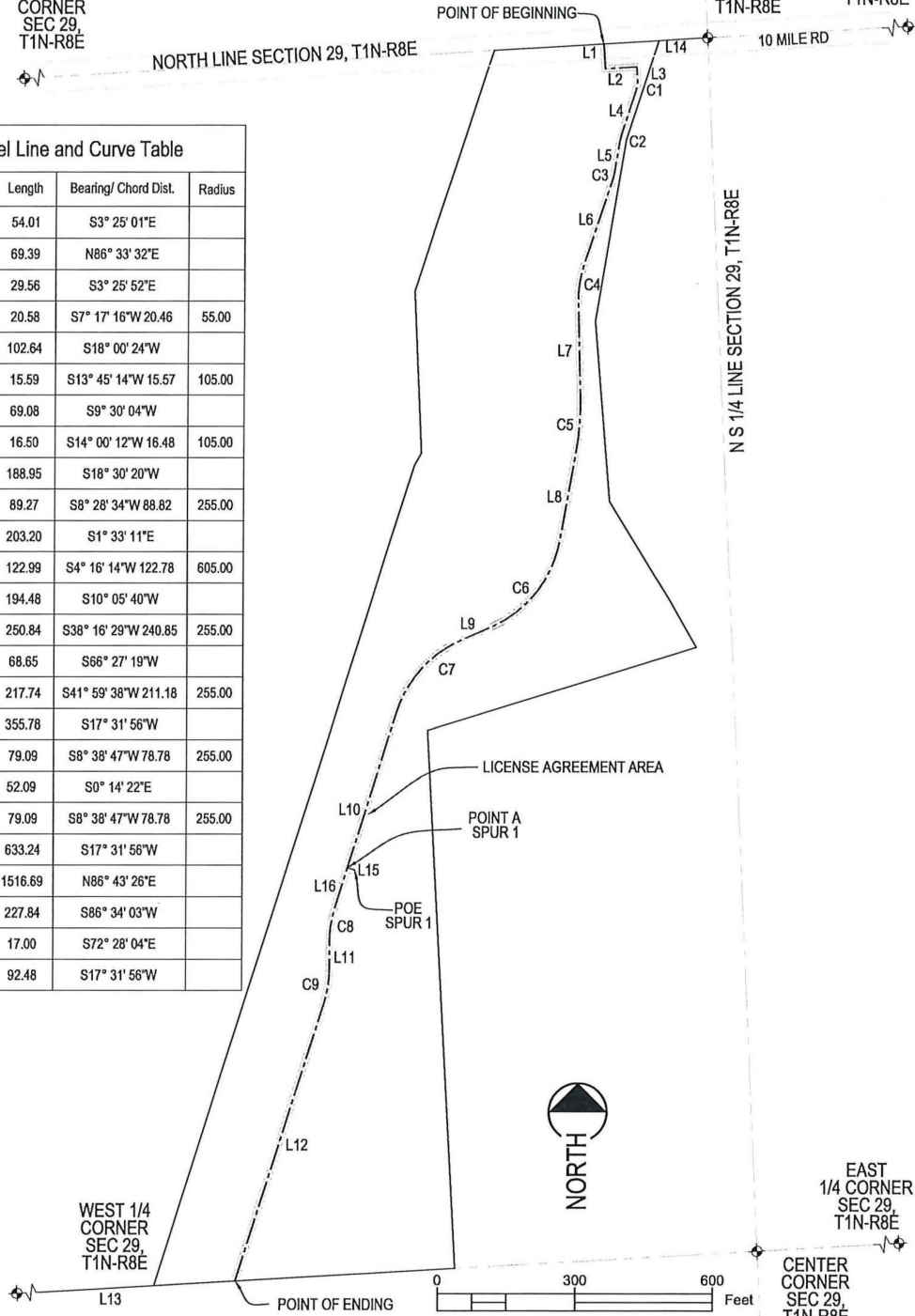
NORTH 1/4
CORNER
SEC 29,
T1N-R8E

NORTHEAST 1/4
CORNER
SEC 29,
T1N-R8E

NORTH LINE SECTION 29, T1N-R8E

N S 1/4 LINE SECTION 29, T1N-R8E

Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/ Chord Dist.	Radius
L1	54.01	S3° 25' 01"E	
L2	69.39	N86° 33' 32"E	
L3	29.56	S3° 25' 52"E	
C1	20.58	S7° 17' 16"W 20.46	55.00
L4	102.64	S18° 00' 24"W	
C2	15.59	S13° 45' 14"W 15.57	105.00
L5	69.08	S9° 30' 04"W	
C3	16.50	S14° 00' 12"W 16.48	105.00
L6	188.95	S18° 30' 20"W	
C4	89.27	S8° 28' 34"W 88.82	255.00
L7	203.20	S1° 33' 11"E	
C5	122.99	S4° 16' 14"W 122.78	605.00
L8	194.48	S10° 05' 40"W	
C6	250.84	S38° 16' 29"W 240.85	255.00
L9	68.65	S66° 27' 19"W	
C7	217.74	S41° 59' 38"W 211.18	255.00
L10	355.78	S17° 31' 56"W	
C8	79.09	S8° 38' 47"W 78.78	255.00
L11	52.09	S0° 14' 22"E	
C9	79.09	S8° 38' 47"W 78.78	255.00
L12	633.24	S17° 31' 56"W	
L13	1516.69	N86° 43' 26"E	
L14	227.84	S86° 34' 03"W	
L15	17.00	S72° 28' 04"E	
L16	92.48	S17° 31' 56"W	



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NOVI, MI

SURVEY FOR:

CITY OF NOVI
DATE: 5/30/2018
JOB NO.: 60551567
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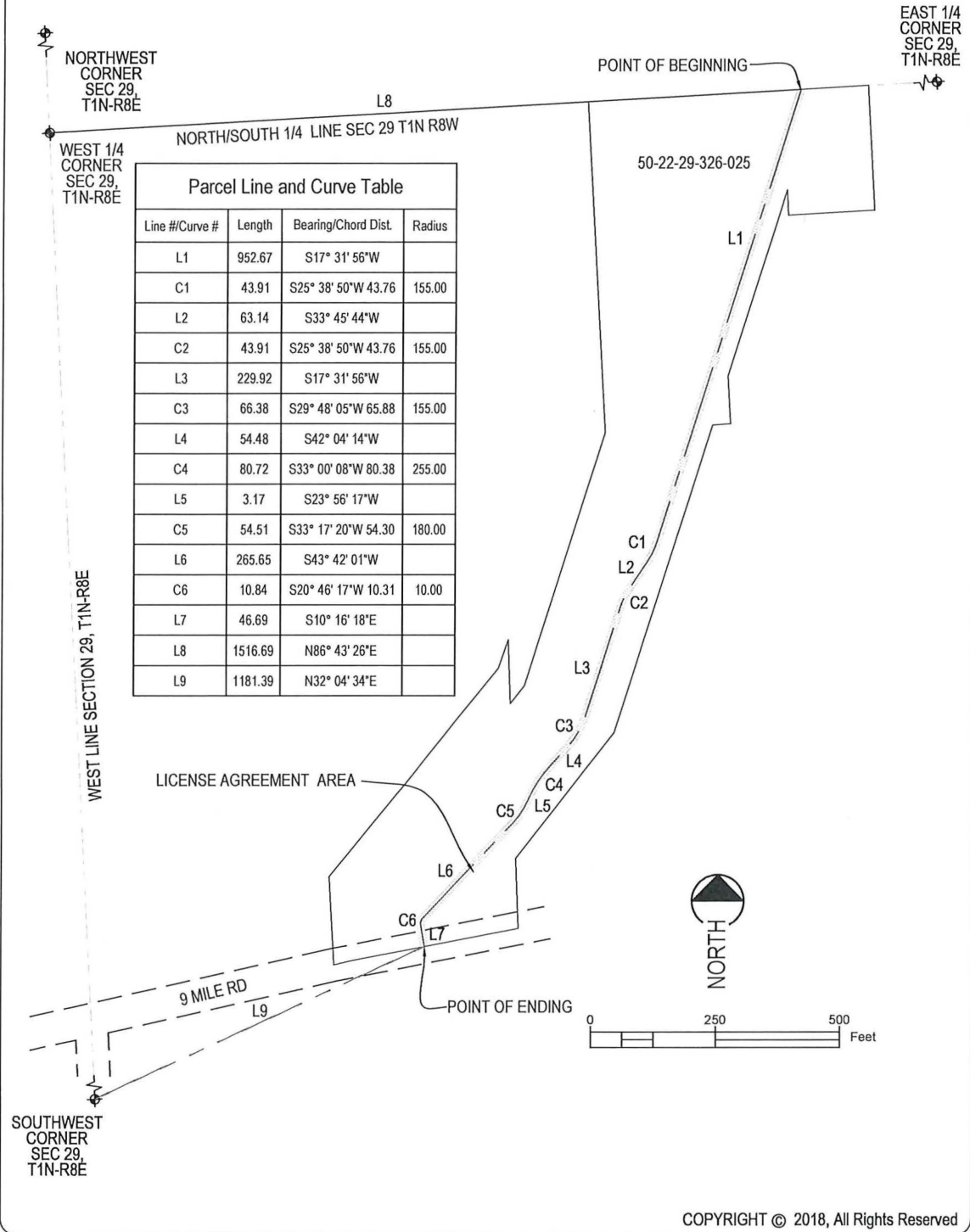
LEGEND

GOVERNMENT CORNER 
PARCEL AREA 
CENTERLINE 14' LICENSE AGREEMENT 
SECTION LINE 
RIGHT OF WAY 



PROPOSED 14' WIDE LICENSE AGREEMENT

PART OF THE WEST 1/4 OF SECTION 29, T1N-R8E,
NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

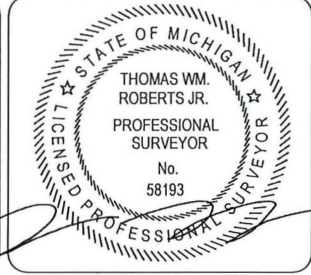


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ITC TRAIL
NOVI, MI

SURVEY FOR:
CITY OF NOVI
DATE: 6/15/2018
JOB NO. : 60551567
DRAWN: AECOM
CHECKED BY: AECOM

LEGEND
GOVERNMENT CORNER
PARENT PARCEL
CENTERLINE 14' LICENSE AGREEMENT
SECTION LINE
RIGHT OF WAY



PROPOSED 14' WIDE LICENSE AGREEMENT

PART OF THE WEST 1/4 OF SECTION 29, T1N-R8E,
NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

PARENT PARCEL:

as provided

TAX ID #50-22-29-326-025

T1N, R8E, SEC 29 PART OF SW 1/4 BEGINNING AT A POINT DIST W 1006.90 FT FROM CENTER OF SECTION, THENCE W 562.54 FEET; THENCE S00°06'30"W 664.55 FEET; THENCE S20°48'30"W 532.95 FEET; THENCE S41°05'30"W 65.86 FEET; THENCE S00°18'15"E 302.46 FEET; THENCE N41°5'30"E 328.34 FEET; THENCE N20°48'30"E 647.65 FEET; THENCE N89°16'30"E 36.40 FEET; THENCE N00°06'30"E 95.82 FEET; THENCE N20°48'30"E 391.07 FEET; THENCE S00°06'30"W 50.13 FEET; THENCE E 174.24 FEET; THENCE N00°06'30"E 250 FEET TO BEGINNING, ALSO BEGINNING AT A POINT DISTANCE N 855.12 FEET & N79°13'00"E 501.08 FEET FROM SW SECTION CORNER, THENCE N 169.43 FEET; THENCE N42°12'00"E 540.46 FEET; THENCE N21°55'00"E 59.92 FEET; THENCE S00°48'15"W 580.04 FEET; THENCE S82°07'00"W 344.23 FEET; THENCE S79°13'00"W 35.82 FEET TO BEGINNING 12.80 A 11/04/85 FROM 005 & 023

LICENSE AGREEMENT LEGAL DESCRIPTION:

A PORTION OF THE DESCRIBED PARENT PARCEL LOCATED IN THE SOUTHWEST 1/4 OF SECTION 29, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SEC 29, T1N, R8E, THENCE N 86°43'26" E, ON THE NORTH SOUTH 1/4 LINE OF SAID SECTION 29, 1516.69 FEET, TO POINT OF BEGINNING OF THE CENTERLINE OF A 14' WIDE LICENSE AGREEMENT; THENCE S17°31'56"W 952.67 FEET; THENCE 43.91 FEET ON A CURVE TO THE RIGHT WHOSE RADIUS IS 155.00 FEET, SAID CURVE HAVING A CHORD BEARING S25°38'50"W, AND A DISTANCE OF 43.76 FEET; THENCE S33°45'44"W 63.14 FEET; THENCE 43.91 FEET ON A CURVE TO THE LEFT WHOSE RADIUS IS 155.00 FEET, SAID CURVE HAVING A CHORD BEARING S25°38'50"W, AND A DISTANCE OF 43.76 FEET; THENCE S17°31'56"W 229.92 FEET; THENCE 66.38 FEET ON A CURVE TO THE RIGHT WHOSE RADIUS IS 155.00 FEET, SAID CURVE HAVING A CHORD BEARING S29°48'05"W, AND A DISTANCE OF 65.88 FEET; THENCE S42°04'14"W 54.48 FEET; THENCE 80.72 FEET ON A CURVE TO THE LEFT WHOSE RADIUS IS 255.00 FEET, SAID CURVE HAVING A CHORD BEARING S33°00'08"W, AND A DISTANCE OF 80.38 FEET; THENCE S23°56'17"W 3.17 FEET; THENCE 54.51 FEET ON A CURVE TO THE RIGHT WHOSE RADIUS IS 180.00 FEET, SAID CURVE HAVING A CHORD BEARING S33°17'20"W, AND A DISTANCE OF 54.30 FEET; THENCE S43°42'01"W 265.65 FEET; THENCE 10.84 FEET ON A CURVE TO THE LEFT WHOSE RADIUS IS 10.00 FEET, SAID CURVE HAVING A CHORD BEARING S20°46'17"W, AND A DISTANCE OF 10.31 FEET; THENCE S10°16'18"E 46.69 FEET TO POINT OF ENDING OF THIS DESCRIPTION, SAID POINT BEING N32°04'34"E 1181.39 FEET FROM THE SOUTH WEST CORNER OF SAID SECTION 29.

SUBJECT TO ANY RIGHT OF WAYS OR RESTRICTIONS OF RECORD IF ANY.

BEARINGS FOR THIS LEGAL DESCRIPTIONS WERE BASED UPON GEODETIC OBSERVATIONS OF THE SAID NORTH/SOUTH 1/4 LINE.

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ITC TRAIL
NOVI, MI

SURVEY FOR:

CITY OF NOVI
DATE: 06/15/2018
JOB NO.: 60551567
DRAWN: AECOM
CHECKED BY: AECOM

LEGEND

GOVERNMENT CORNER 
PARENT PARCEL _____
CENTERLINE 14' LICENSE AGREEMENT _____
SECTION LINE _____
RIGHT OF WAY - - - -

