



cityofnovi.org

## CITY of NOVI CITY COUNCIL

Agenda Item L  
September 28, 2009

**SUBJECT:** Approval of a Resolution Concerning Acquisition and Offer to Purchase in the amount of \$3,000 for a public sidewalk easement on the Licari Trust property (parcel 22-25-226-011) for the purpose of siting a pedestrian safety path on the west side of Haggerty Road south of Ten Mile Road.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTL*

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

EXPENDITURE REQUIRED	\$3,000
AMOUNT BUDGETED	\$52,000 (FY09-10)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	204-204.00-974.412

### BACKGROUND INFORMATION:

The 2009 pathway gap project was initiated in September 2008 when the design contract was awarded to Spalding DeDecker Associates (SDA). The project includes the recently completed construction of sidewalks to complete gaps in the pathway system along the south side of Eleven Mile from Taft to Clark, the west side of Clark from Grand River to Eleven Mile, the north side of Ten Mile near Haggerty; and the incomplete segment on the west side of Haggerty between Nine Mile and Ten Mile. The project required two easements because of limited right-of-way, one of which was voluntarily provided to the City for the Ten Mile gap.

Engineering Division staff has been working diligently with the property owner toward acquisition of the second required easement, located at the southeast corner of Haggerty Road and Ten Mile Road. The parcel (22-25-226-011) is owned by the William Licari Trust and is located at 39415 Ten Mile Road (see attached location map). The City is requesting a 27-foot easement along the Haggerty Road frontage, which is the difference between the existing 33-foot right-of-way and the proposed master planned future right-of-way of 60 feet. The proposed sidewalk would be located near the future right-of-way line to avoid existing drainage swales. The proposed location minimizes the possibility that the sidewalk would require relocation for future road improvements and keeps pedestrians farther away from traffic on Haggerty Road. Staff has met several times with the property owner to attempt negotiation of an easement for \$1.00 consideration without success. On August 10, 2009 City Council approved a resolution for a good faith offer in the amount of \$1,773.75 which reflected that this easement overlaps an existing water main easement; however, the offer was rejected by the Licari Trust. Following further negotiations, a compromise has been proposed in the amount of \$3,000.00 for the easement (see attached Beth Kudla letter dated September 22, 2009 for additional explanation of compensation amount).

The attached sidewalk easement has been reviewed and approved by Licari's attorney, and staff expects the easement to be executed soon. The property owner has requested a three-year time limitation for the installation of the sidewalk. Staff sees no issue with this request since installation

of the sidewalk is expected to be completed this year. An Agreement of Sale Offer to Purchase Real Estate is attached for consideration.

The other segments in the 2009 Pathway project are substantially complete. The portion of the pathway requiring an easement was bid as an alternate and is proposed for addition to the existing contract with Audia Concrete Construction. The change order to Audia's contract is also being considered on this meeting's agenda.

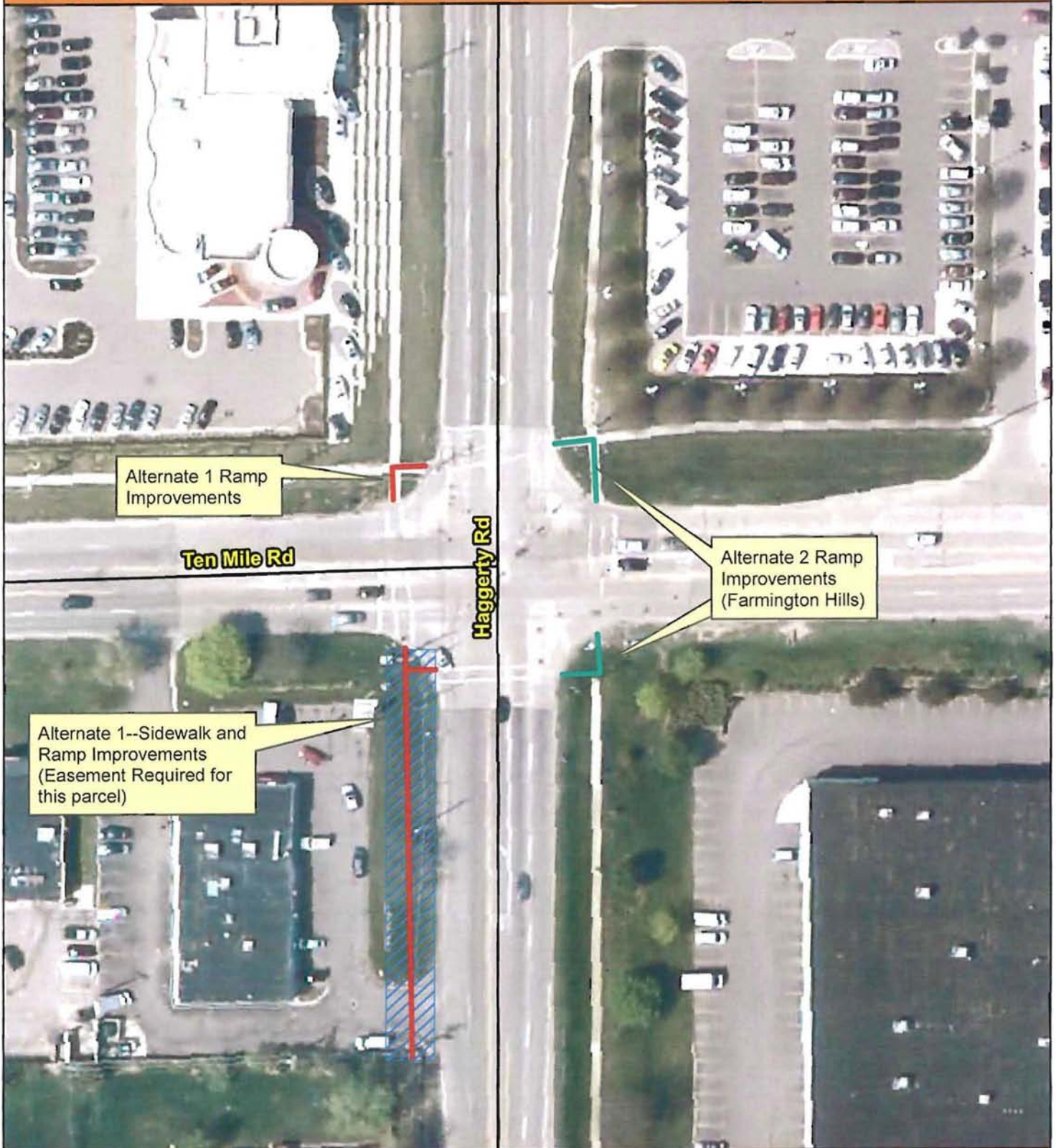
**RECOMMENDED ACTION:** Approval of a Resolution Concerning Acquisition and Offer to Purchase in the amount of \$3,000 for a public sidewalk easement on the Licari Trust property (parcel 22-25-226-011) for the purpose of siting a pedestrian safety path on the west side of Haggerty Road south of Ten Mile Road.

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

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

# Map Showing Easement Area and Alternates 1 and 2

## 2009 Pathways Program



Alternate 1 Ramp Improvements

Ten Mile Rd

Haggerty Rd

Alternate 2 Ramp Improvements (Farmington Hills)

Alternate 1--Sidewalk and Ramp Improvements (Easement Required for this parcel)

### CITY OF NOVI

ENGINEERING DIVISION  
45175 W TEN MILE RD  
NOVI, MI 48375-3024  
(248) 347-2454  
MAP AUTHOR: Brian Coburn, PE



1 INCH = 75 FEET

MAP PRINT DATE: 5/22/09

### MAP INTERPRETATION NOTICE

Map information displayed is not intended to replace or substitute for any official or primary source. This map was prepared to meet National Map Accuracy Standards and use the most recent available 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 obtain source and accuracy information related to this map.

**AGREEMENT OF SALE**  
**OFFER TO PURCHASE REAL ESTATE**

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase:

A) A permanent sidewalk easement in certain real estate described as follows:

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 25, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 25, THENCE ALONG THE EAST SECTION LINE, S0°57'16"E. 256.49 FEET; THENCE S83°38'45"W, 224.75 FEET; THENCE N01°57'16"W. 256.77 FEET; THENCE ALONG THE NORTH SECTION LINE, N86°43'04"E. 224.75 FEET TO THE POINT OF BEGINNING. CONTAINING 1.3237 ACRES.

The permanent Sidewalk Easement being more fully described as follows hereafter referred to as the "Property"):

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, THENCE ALONG THE EAST SECTION LINE, S01°57'16"E. 256.49 FEET; THENCE S86°38'45"W. 33.01 FEET TO THE POINT OF BEGINNING; THENCE S86°38'45"W. 27.01 FEET; THENCE N01°57'16"W. 223.56 FEET; THENCE ALONG A LINE 33 FEET SOUTH OF AND PARALLEL TO THE EAST SECTION LINE, N86°43'04"E. 27.01 FEET; THENCE ALONG A LINE 33 FEET WEST OF AND PARALLEL TO THE EAST SECTION LINE. S01°57'16"E. 223.52 FEET TO THE POINT OF BEGINNING. CONTAINING 0.1386 ACRES.

and to pay therefore the sum of three thousand (\$ 3,000.00) dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the permanent Sidewalk Easement to the City as described above.

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

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

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

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

6. It is understood that the Property is being acquired in connection with the 2009 Pathways Program to fill in existing gaps in the pathway system along Haggerty Road over, across, upon and through the above-described premises in the City of Novi, Michigan.

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

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

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

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

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

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PURCHASER:

CITY OF NOVI, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Its: DAVID LANDRY  
Mayor

By: \_\_\_\_\_  
Its: MARYANNE CORNELIUS  
City Clerk

Dated: \_\_\_\_\_, 2009

To the Above Named Purchaser:

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

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

IN THE PRESENCE OF:

SELLERS:

WILLIAM V. LICARI TRUST UNDER  
AGREEMENT DATED AUGUST 18, 1986

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

By: \_\_\_\_\_  
AMY CHEESMAN, TRUSTEE

**PURCHASER'S RECEIPT OF ACCEPTED OFFER**

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

CITY OF NOVI, a Michigan  
municipal corporation, Purchaser

BY: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2009

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**SIDEWALK EASEMENT**

NOW ALL MEN BY THESE PRESENTS, that the WILLIAM V. LICARI TRUST UNDER TRUST AGREEMENT DATED AUGUST 8, 1986, AMENDED AND RESTATED ON JULY 7, 1999, whose address is 5430 Inverrary Commerce Township, MI 48382, for and in consideration of Three Thousand (\$3,000.00) Dollars, 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 17, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-25-226-011

{See attached and incorporated property description Exhibit}

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

{See attached and incorporated property description Exhibit}

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 property description Exhibit.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

{Signatures begin on following page}

WILLIAM V. LICARI TRUST

\_\_\_\_\_

By: \_\_\_\_\_  
AMY CHEESEMAN

\_\_\_\_\_

Title: TRUSTEE

STATE OF MICHIGAN        )  
                                  ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_ and \_\_\_\_\_

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

Drafted by:  
Elizabeth M. Kudla, Esq.  
30903 Northwestern Hwy.  
PO Box 3040.  
Farmington Hills, MI 48333-3040

When recorded return to:  
City of Novi  
City Clerk  
45175 W. Ten Mile Road.  
Novi, MI 48375