



CITY of NOVI CITY COUNCIL

Agenda Item D
February 25, 2013

SUBJECT: Approval of (1) a Resolution Concerning Acquisition and Approving Declaration of Necessity and Taking and authorization of Offer to Purchase; (2) a Declaration of Taking; and, (3) an Agreement of Sale and Offer to Purchase Easements over Real Property in the amount of \$769 for a permanent pathway easement and a temporary grading permit on the Herbel/Toler property (parcel 22-27-200-011) located at 23777 Novi Road for the purpose of constructing a pedestrian safety path on the west side of Novi Road between Nine Mile and Ten Mile.

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

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 769
AMOUNT BUDGETED	\$190,554
LINE ITEM NUMBER	204-204.00-974.431

BACKGROUND INFORMATION:

The Novi Road Pathway is currently in design and includes the construction of three pathway segments to fill gaps along the west side of Novi Road between Nine Mile and Ten Mile (see attached location map). Four permanent easements and four temporary easements have been identified to facilitate future construction and maintenance of this pathway. Of the four properties requiring easements, this one appears on this agenda for City Council consideration, another appears on this agenda as a donation, and the other two appeared on a previously agenda and are in various stages of the acquisition process.

DPS Engineering staff has had multiple meetings and discussions with Richard Herbel, an owner of property at 23777 Novi Road, to acquire a pathway easement and temporary grading permit that is required to construct the proposed Novi Road pathway. Mr. Herbel has indicated he is not in favor of the project, and that he is not willing to provide the easements necessary for the project. If the motion is approved, staff will contact Mr. Herbel and Jerome and Verda Toler with a good faith offer in the amount of \$769 for the permanent and temporary easements. As indicated in the attached letter from the City Attorney to Mr. Herbel and the Tolers, the proposed compensation for the easement is based on a valuation of the property by the City Assessor on the basis of assessment records and related information. If the offer is accepted at that time, the easements can be signed and subsequently recorded. If the offer is not accepted, the City will begin proceedings to acquire the easements through eminent domain.

The attached resolution is being requested in the event that the easements are not obtained within the next few weeks. If the property owners accept the offer and the easement is acquired prior to initiating eminent domain proceedings, the Resolution and Declaration of Taking will no longer be necessary. The attached documents were drafted by the City Attorney's office.

It is anticipated that the project would be ready for construction in summer 2013. The permit required for the crossing of Chapman Creek and the associated floodplain has already been issued by the Department of Environmental Quality.

RECOMMENDED ACTION: Approval of (1) a Resolution Concerning Acquisition and Approving Declaration of Necessity and Taking and authorization of Offer to Purchase; (2) a Declaration of Taking; and, (3) an Agreement of Sale and Offer to Purchase Easements over Real Property in the amount of \$769 for a permanent pathway easement and a temporary grading permit on the Herbel/Toler property (parcel 22-27-200-011) located at 23777 Novi Road for the purpose of constructing a pedestrian safety path on the west side of Novi Road between Nine Mile and Ten Mile.

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

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

Novi Road Sidewalk 23777 Ten Mile Rd (22-27-200-011)

Location Map



RICHARD HERBEL TRUST
23777 NOVI RD
NOVI, MI 48375

Proposed Sidewalk Segment

Map Author: Croy
Date: 2/14/13
Project: Novi Road Sidewalk
Version #: v2.1

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 approximations 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 = 75 feet



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

6 February 2013

Mr. Ben. L. Cory
Engineering Division
26300 Lee Begole Drive
Novi, Michigan 48375

Dear Mr. Cory,

I have been reviewing the circumstances regarding the installation of Sidewalks on the Westside of Novi Road, North of Nine Mile Road. I still have major reservations regarding the expenditure of funds & the implications affecting our property.


Novi Road is one of the most dangerous roads in the City of Novi, based on data provided by Novi Traffic Engineer, Brian Coburn between the years 2006 – 2010. The intersection of Ten Mile and Novi Road rank third (3rd) out of the 10 listed in the report, according to the Southeastern Michigan Council of Governments (SEMCOG).

Travel during inclement weather on Novi Road, is a Whiteout waiting to happen, a Fog Out waiting to happen, or a Sleet/Rain Out waiting to happen. Add to this, persons not familiar with the Area, Day Dreamers, Talkers on Cell Phones, and Twitters traveling on Novi Road as it changes back and forth from a two lane road to a 4 lane road. In the past, many accidents have occurred near our property, Arena Drive, and the Montessori School.

We feel our property will be adversely affected by people using the Sidewalk just a few feet from our Front Door and from cars & trucks traveling 45 to 50 miles per hour traveling up and down Novi Road. We still don't know much about how the Bridge over the Creek will be built. How long will it be? How will the backfill needed to support the Side-walk tie in with the Bridge? How far will it extend into our property?

There is a Sidewalk on the Eastside of Novi Road from Nine Mile Road to the Stop Light at Arena Drive. Currently there are only two (2) residences on the West side of Novi Road. It seems like a unnecessary expense especially when Novi Road will be widened sometime in the near future (3 to 5 years) .

If the City of Novi is determined to install the Sidewalks on the West side of Novi Road, we would prefer to be "Bought Out". The expense in acquiring our property could be applied to the Purchase Price to avoid the cost of acquiring our Property in the future.

Sincerely,

Richard Herbel

MEMORANDUM



TO: ROB HAYES, P.E.; DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER
FROM: BRIAN COBURN, P.E.; ENGINEERING MANAGER *BTC*
BEN CROY, P.E.; CIVIL ENGINEER *BC*
SUBJECT: NOVI ROAD PATHWAY – EASEMENT ON HERBEL PROPERTY
DATE: FEBRUARY 14, 2013

Engineering staff has been working on the design phase of the Novi Road Pathway along the west side of Novi Road from Nine Mile Road to Ten Mile Road since summer of 2012. The project requires temporary and permanent easements from four properties in order to facilitate construction of the project. City Council previously considered a declaration of taking for two properties owned by Denis Appel on January 7, 2013. Orchard Hills Baptist Church is offering the donation of an easement. The final easement is from Richard Herbel and Jerome and Verda Toler for property located at 23777 Novi Road.

Initial contact was made with Mr. Herbel in September to provide information regarding the project and to discuss the need for an easement on his property. Ben Croy met with him on four separate occasions between September 2012 and February 2013 to discuss the project and the necessary easement. During these discussions, we answered several questions and provided information that was requested.

Mr. Herbel noted several of his concerns in the attached February 6, 2013 letter to Ben Croy. He notes that he is concerned about the impact to the property. The proposed pathway is within an existing water main easement, which would minimize the impact on his property value since that portion of the property is already encumbered with the existing water main easement. The pathway is proposed 25 feet from the front of the existing home on the property and 17 feet away from Novi Road at the north property line. This alignment is set by the steep slope along the west side of Novi Road and a creek crossing to the south, the protection of his shrubs near his driveway, and the connection to the existing ramp to the north. Also, the path has to avoid DTE poles and maintain a safe distance from Novi Road. Additionally, all existing trees and shrubs on his property will be protected during construction. A plan showing the proposed alignment along with the aerial photo is attached for reference. The attached photos show the physical constraints impacting the alignment of the pathway.

Another concern expressed by Mr. Herbel is his perceived impact on the existing driveway. The driveway already has a significant slope since the property is lower than Novi Road. We provided the attached figures showing the driveway profile and cross-sections to demonstrate the minor variation the project would have on the existing driveway slope. It is our opinion that the installation of the pathway or the slope modifications will not adversely affect the use of the property. The boardwalk crossing of the existing stream will not affect this property since the boardwalk is proposed 43 feet south of the Herbel property. The boardwalk design for the stream crossing has been permitted by the Department of Environmental Quality and therefore the elevation and location will not change in final design. These plans have been shared with Mr. Herbel during our meetings.

Mr. Herbel states many concerns relating to the appropriateness of constructing a pathway along this corridor given his stated safety concerns with Novi Road. We believe that the report cited by Mr. Herbel is the high crash intersection report that we produced in 2012 to identify the high crash intersections and to recommend mitigation measures that would improve safety. The report notes that the intersection of Novi Road and Ten Mile has a higher than normal crash rate, but does not make statements about the safety of the Novi Road corridor south of the intersection. Regardless, the construction of a pathway along a high volume, high speed roadway improves pedestrian safety by providing them with a route away from vehicular traffic without the need to cross Novi Road.

Finally, Mr. Herbel asserts that Novi Road will be widened in the near future. The Road Commission for Oakland County is not scheduling a widening project on this section of Novi Road anytime soon. The long-range (25-year) plan includes a widening project in the future, but the proposed location of the pathway was designed to facilitate a future widening project.

We believe that the construction of the pathway will have a minimal impact on the Herbel/Toler property as demonstrated through the attached supporting documentation.

PHOTOS OF HERBEL/TOLER PROPERTY
LOOKING SOUTH



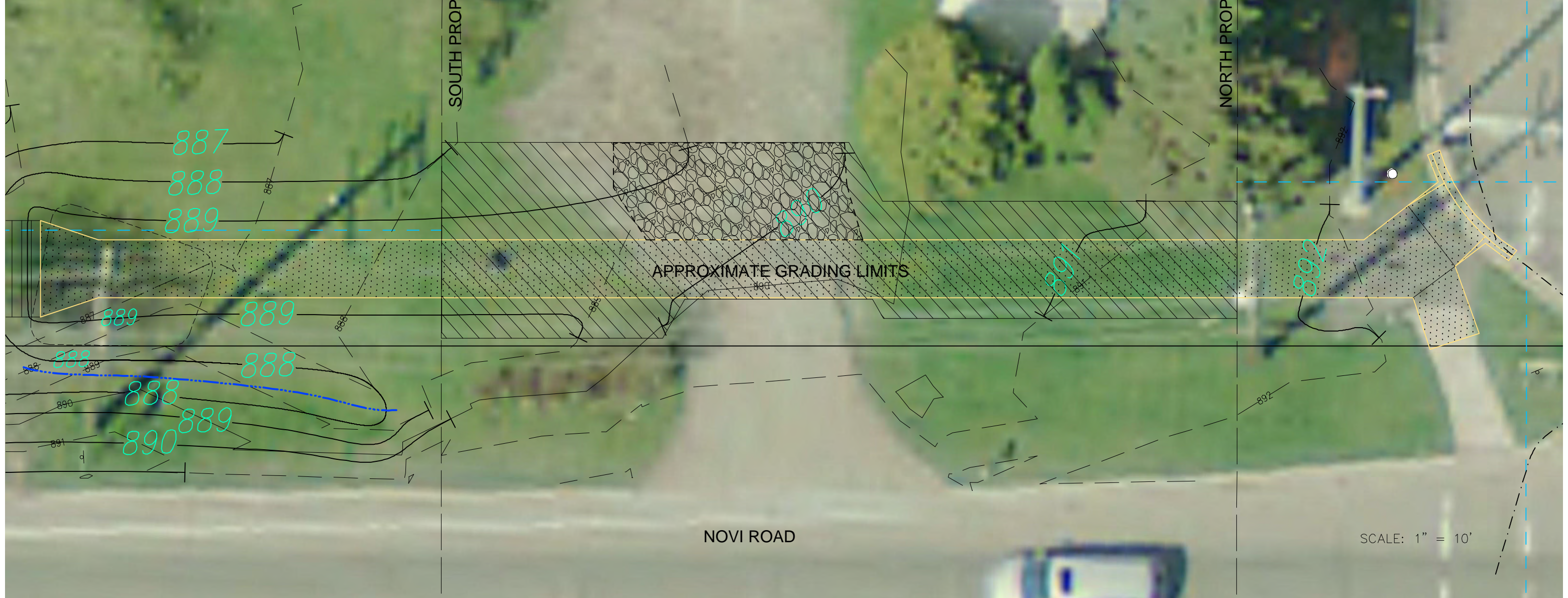
VACANT
DENNIS APPEL
22-27-200-010

#23777 NOVI
RICHARD HERBEL TRUST
22-27-200-011

#23835 NOVI
NOVI NORTHVILLE MONT
KESHAV & GEETHA I
22-27-200-036

SOUTH PROPERTY LINE

NORTH PROPERTY LINE

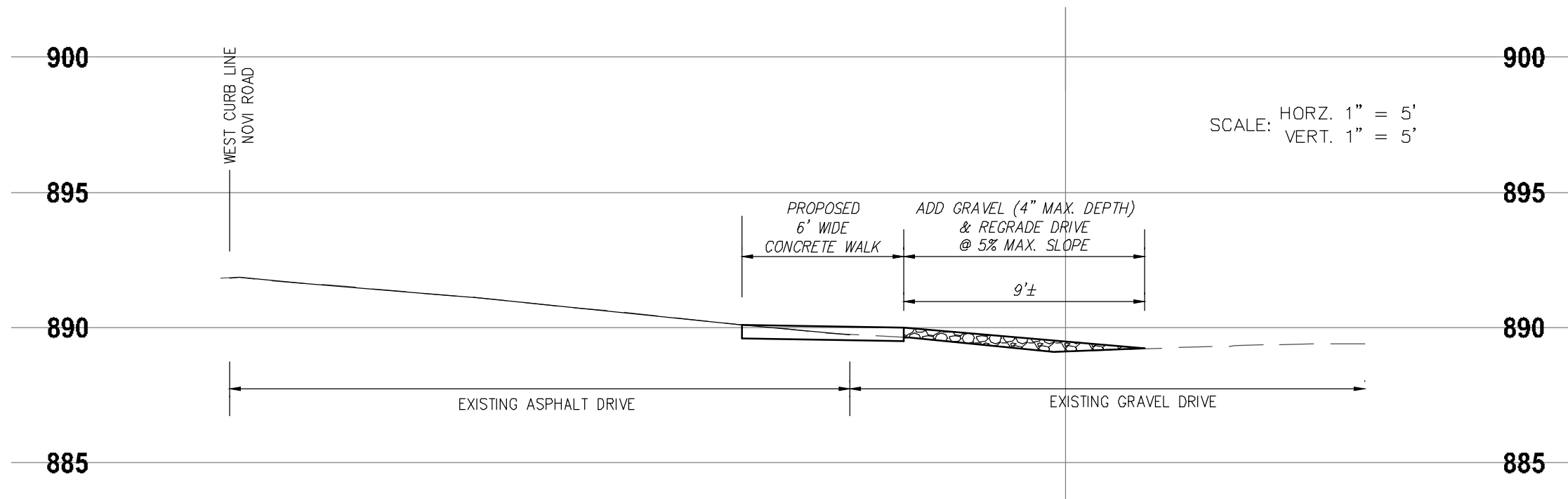


APPROXIMATE GRADING LIMITS

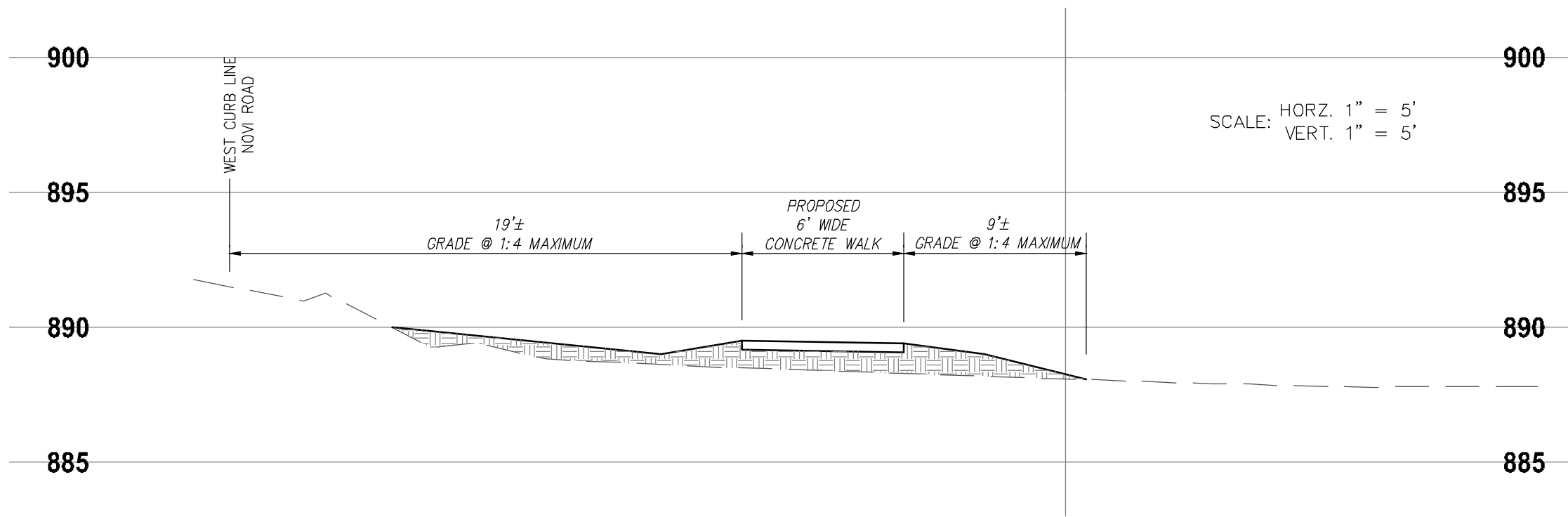
NOVI ROAD

SCALE: 1" = 10'

NOVI ROAD PATHWAY
9 MILE TO 10 MILE
NV12-004 1-17-13



#23777 NOVI ROAD - HERBEL PROPERTY
 PROPOSED WALK AT DRIVEWAY CROSSING
 LOOKING SOUTH



#23777 NOVI ROAD - HERBEL PROPERTY
 PROPOSED WALK AT SOUTH PROPERTY LINE
 LOOKING SOUTH

**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on February 25, 2013, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the construction of a non-motorized pathway/sidewalk on the west side of Novi Road between Nine and Ten Mile Road in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-27-200-011):

SITUATED IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:
ONE ACRE IN THE NORTHEAST CORNER OF THE SOUTH 5 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, SAID PARCEL MEASURING 82.50 FEET NORTH AND SOUTH AND 525 FEET EAST AND WEST.

WHEREAS, proposed plans showing said improvements have been prepared and are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent easement and other interests in that portion of the above-described real estate described as follows:

A permanent Sidewalk Easement in certain real estate described follows:

PATHWAY EASEMENT LEGAL DESCRIPTION:

THE WESTERLY 8 FEET OF THE EASTERLY 44 FEET OF THE ABOVE DESCRIBED PARCEL, 660 SQ FT.

A Temporary Grading permit described as follows:

THE WESTERLY 27 FEET OF THE EASTERLY 60 FEET OF THE ABOVE DESCRIBED PARCEL.
(1,568 SQ. FT. EXCLUSIVE OF THE PERMANENT EASEMENT)

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor or the basis of assessment records and related information;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a non-motorized pathway/sidewalk along the west side of Novi Road between Nine and Ten Mile in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City Consulting Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Seven Hundred and Sixty-Nine (\$769.00) Dollars for the permanent Sidewalk Easement and Temporary Grading Permit acquisition. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property by the City Assessor.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$769.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this 25th day of February, 2013.

MARYANNE CORNELIUS, CITY CLERK

AGREEMENT OF SALE
OFFER TO PURCHASE EASEMENTS OVER REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements in, over, upon, and through real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-27-200-011):

SITUATED IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

ONE ACRE IN THE NORTHEAST CORNER OF THE SOUTH 5 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, SAID PARCEL MEASURING 82.50 FEET NORTH AND SOUTH AND 525 FEET EAST AND WEST.

A) A permanent Sidewalk Easement in certain real estate described as follows:

THE WESTERLY 8 FEET OF THE EASTERLY 44 FEET OF THE ABOVE DESCRIBED PARCEL, 660 SQ FT.

B) A Temporary Grading permit described as follows:

THE WESTERLY 27 FEET OF THE EASTERLY 60 FEET OF THE ABOVE DESCRIBED PARCEL. (1,568 SQ. FT. EXCLUSIVE OF THE PERMANENT

and to pay therefore the sum of Seven Hundred and Sixty-Nine (\$769.00) 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.
- (ii) Delivery of the Temporary Grading Permit 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 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 construction of a non-motorized pathway system along the west side of Novi Road between Nine and Ten Mile 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 Fourteen (14) 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: ROBERT J. GATT
Its: Mayor

By: MARYANNE CORNELIUS
Its: City Clerk

Dated: _____, 2013

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:

SELLER:

The Richard T. Herbel Revocable Living Trust
dated the 19th day of August, 1997

By: _____
Richard T. Herbel, Trustee

Dated: _____, 2013

By: _____
Jerome M. Toler

Dated: _____, 2013

By: _____
Verda V. Toler

Dated: _____, 2013

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: _____, 2013

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a non-motorized pathway/sidewalk on the west side of Novi Road between Nine and Ten Mile Road (the "Improvements") in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire easements over certain property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of the Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of constructing a non-motorized pathway/sidewalk west side of Novi Road between Nine and Ten Mile Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property:

PARCEL DESCRIPTION (50-22-27-200-011):

SITUATED IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

ONE ACRE IN THE NORTHEAST CORNER OF THE SOUTH 5 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, SAID PARCEL MEASURING 82.50 FEET NORTH AND SOUTH AND 525 FEET EAST AND WEST.

A) A permanent Sidewalk Easement in certain real estate described as follows:

THE WESTERLY 8 FEET OF THE EASTERLY 44 FEET OF THE ABOVE DESCRIBED PARCEL, 660 SQ FT.

B) A Temporary Grading Permit described as follows:

THE WESTERLY 27 FEET OF THE EASTERLY 60 FEET OF THE ABOVE DESCRIBED PARCEL.
(1,568 SQ. FT. EXCLUSIVE OF THE PERMANENT EASEMENT)

2. Names of Property Owner: Jerome M. Toler and Verda V. Toler, as to an undivided 1/2 interest;
The Richard T. Herbel Revocable Living Trust dated the 19th day of August 1997, as to an undivided 1/2 interest

3. Names of each person, other than the Owners, having a potential interest in the property: none

4. Estimated Just Compensation: \$769

5. The City of Novi reserves its rights to bring federal or state cost recovery actions against the present owner of the property.

_____ CITY OF NOVI

_____ By: _____
Clay J. Pearson, City Manager

Dated: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

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

Prepared By and When Recorded, Return To:
Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627
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JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.johnsonrosati.com

February 19, 2013

Richard T. Herbel, Trustee
The Richard T. Herbel Revocable
Living Trust dated the 19th day
of August 1997
43600 COTTISFORD
NORTHVILLE, MI 48167

Jerome M. Toler
Verda V. Toler
3321 Culver Ave
Dearborn, MI 48124

***Re: Novi Road Sidewalk between Nine and Ten Mile
City Acquisition of Temporary Grading Permit and Permanent Sidewalk Easement
Parcel 22-27-200-011***

Dear Property Owners:

The City of Novi is planning to construct a pathway along the west side of Novi Road between Nine and Ten Mile Road. The proposed pathway crosses the frontages of multiple properties and will require temporary and permanent easements for its construction, including 23777 Novi Road. In order to accomplish this, it is necessary for the City to acquire a permanent sidewalk easement and a temporary grading permit over a portion of the property referenced above. (See attached) The City will restore any area of the surface of your property that has been disturbed by the grading and construction of the improvements. The temporary grading permit will expire upon completion of the project. In the event the City is required in the future to disturb the surface in order to repair or maintain the sidewalk, it will fully restore your property to as good a condition as existed before such work.

The Novi City Council has authorized the submission to you of the enclosed offer to purchase and related to the Permanent Sidewalk Easement and Temporary Grading Permit. The proposed compensation for the property is based on a valuation of your property by the City Assessor on the basis of assessment records and related information. Based on the valuation,

February 15, 2013

Page 2

the City has concluded that the sum of \$ 769.00 represents just compensation for a permanent sidewalk easement and temporary grading permit over your property.

If there are facts known to you that would tend to support a higher price, please bring them to the City's attention. The City will give that information its full consideration, as it is the City's intention to pay you the full amount to which you are entitled as just compensation.

If you should decide not to accept the City's offer, but do not have additional data that would tend to support a higher price, you need not do anything. If you do not respond to this offer within fourteen (14) days from the date of the letter, the City will assume its offer is not acceptable to you.

If you should decide to accept the City's offer, please contact my office, or Mr. Benjamin Croy, the City's Civil Engineer over-seeing the project, at (248) 735-5635, and make arrangements for the acceptance of the offer.

If you do not accept the City's offer and an agreement cannot be reached on a higher price justified by new information you have furnished to the City, the City proposes to institute proceedings in the Oakland County Circuit Court for the purposes of acquiring the property interests described in the attached documents for the above project by the exercise of the right of eminent domain.

The City looks forward to your response. If you have any questions regarding the foregoing, please call me at the number listed on the front page of this letter.

Very truly yours,

ELIZABETH M. KUDLA

Enclosures

C: Maryanne Cornelius, City Clerk (w/Enclosures)
Ben Croy, Civil Engineer (w/Enclosures)

PATHWAY EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Jerome M. Toler, a _____ man, whose address is 23777 Novi Road, Northville, Michigan 48050, as to an undivided ½ interest, and The Richard Herbel Revocable Living Trust dated the 19th day of August 1997, as to an undivided ½ interest, whose address is 43600 Cottisford Road, Northville, Michigan, 48167, for and in consideration of Seven Hundred and Sixty Nine (\$769.00) 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, a permanent easement for a public non-motorized pathway over across and through property located in Section 16, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-27-200-011

{See attached and incorporated Exhibit A}

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

{See attached and incorporated Exhibit A}

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

Grantee may, construct, install, repair, replace, improve, modify and maintain a non-motorized pathway in the easement area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of a non-motorized pathway, consisting of both 6-foot wide concrete pathway.

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

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

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

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

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

Dated this _____ day of _____, 2012.

GRANTOR

The Richard Herbel Revocable Living Trust
dated the 19th day of August 1997

Richard Herbel, Trustee

Jerome M. Toler

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____,
20___, by Richard Herbel, Trustee of the

_____ The Richard Herbel Revocable Living Trust dated the 19th day of August 1997

Notary Public
_____ County, Michigan
My Commission Expires:

) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____,
20___, by Jerome M. Toler, a _____ man.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Beth Saarela
Johnson, Rosati, Schultz & Joppich
34405 W. Twelve Mile
Farmington Hills, MI 48331

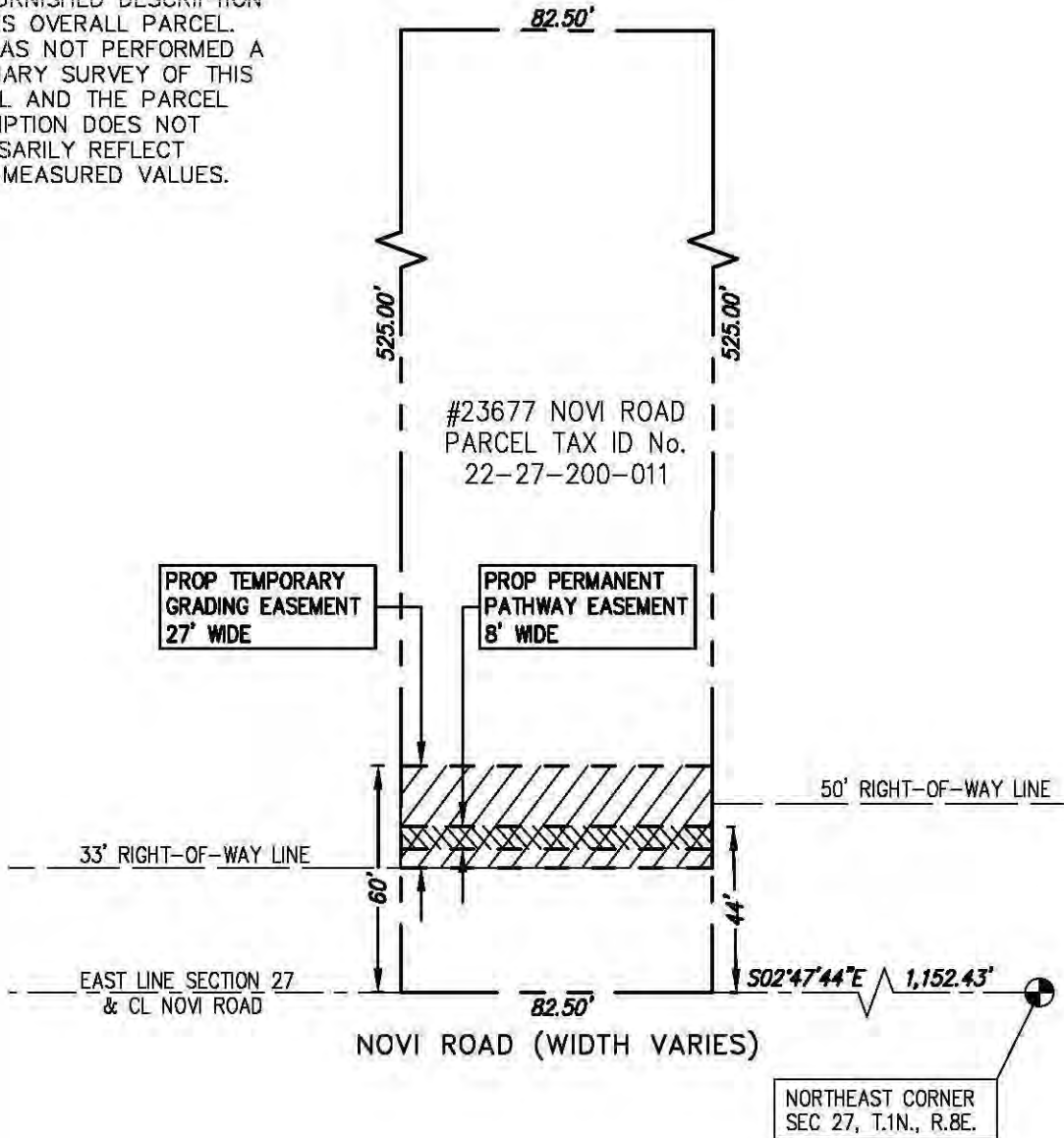
When recorded return to:
Maryanne Cornelius
City of Novi
City Clerk
45175 W. Ten Mile Road.
Novi, MI 48375

EASEMENT

EXHIBIT A



NOTE:
THE PARCEL DESCRIPTION ABOVE WAS OBTAINED FROM SEAVER TITLE AGENCY, LLC. THE EASEMENT DESCRIPTION IS WRITTEN BASED UPON THE FURNISHED DESCRIPTION OF THIS OVERALL PARCEL. SDA HAS NOT PERFORMED A BOUNDARY SURVEY OF THIS PARCEL AND THE PARCEL DESCRIPTION DOES NOT NECESSARILY REFLECT FIELD-MEASURED VALUES.



FURNISHED LEGAL DESCRIPTION OF PARCEL
SEAVER TITLE AGENCY, LLC
COMMITMENT NO. 63-12271206-BLM
DATED: SEPTEMBER 7, 2012

SITUATED IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:
ONE ACRE IN THE NORTHEAST CORNER OF THE SOUTH 5 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, SAID PARCEL MEASURING 82.50 FEET NORTH AND SOUTH AND 525 FEET EAST AND WEST.
PARCEL IDENTIFICATION NO. 22-27-200-011

PERMANENT EASEMENT

THE EASEMENT SHALL BE A PERMANENT EASEMENT FOR CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE AND REPLACEMENT OF PUBLIC PATHWAY DESCRIBED AS:
THE WESTERLY 8 FEET OF THE EASTERLY 44 FEET OF THE ABOVE DESCRIBED PARCEL, 660 SQ. FT.

TEMPORARY EASEMENT

ALSO, THE TEMPORARY GRADING EASEMENT FOR THE INSTALLATION OF THE PUBLIC PATHWAY DESCRIBED AS:
THE WESTERLY 27 FEET OF THE EASTERLY 60 FEET OF THE ABOVE DESCRIBED PARCEL.
(2,228 SQ. FT.) (1,568 SQ. FT. EXCLUSIVE OF THE PERMANENT EASEMENT)

Spalding DeDecker
Associates, Inc.



SPALDING DeDECKER
ASSOCIATES, INC.
ENGINEERS SURVEYORS

905 SOUTH BLVD. EAST
ROCHESTER HILLS, MI 48307
PH: (248) 844-5400 FAX: (248) 844-5404
www.spaldingdedecker.com

DRAWN: T. LINDOW

DATE: 12-05-12

CHECKED: M. SEDKI

DATE: 12-05-12

MANAGER: M. SEDKI

SCALE: 1" = 50'

JOB No. NV12-004

SHEET: 1 OF 1

SECTION 27 TOWN 1 NORTH RANGE 8 EAST

CITY OF NOVI

OAKLAND COUNTY, MI

TEMPORARY GRADING PERMIT

I, _____, the owner of the property as described as 23777 Novi
(print name)

Road, Novi, Michigan (Parcel No. 50-22-27-200-011) grant the City of Novi and its contractor (or subcontractors) permission to access, move men and equipment on and through, the right to store materials and excavated earth, remove vegetation and alter the underlying land in, over, upon and through the property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Grading and related construction activities required for the construction of a non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Novi Road Pathway, 9 Mile to 10 Mile and 2013 ADA Compliance Program" by Spalding DeDecker Associates.

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

I understand this only grants permission to the Contractor to perform work directly relating to the listed project and upon completion of required grading operations the property will be fully restored.

Owner (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Fax Number

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by

Notary Public
_____ County, Michigan
My Commission Expires:

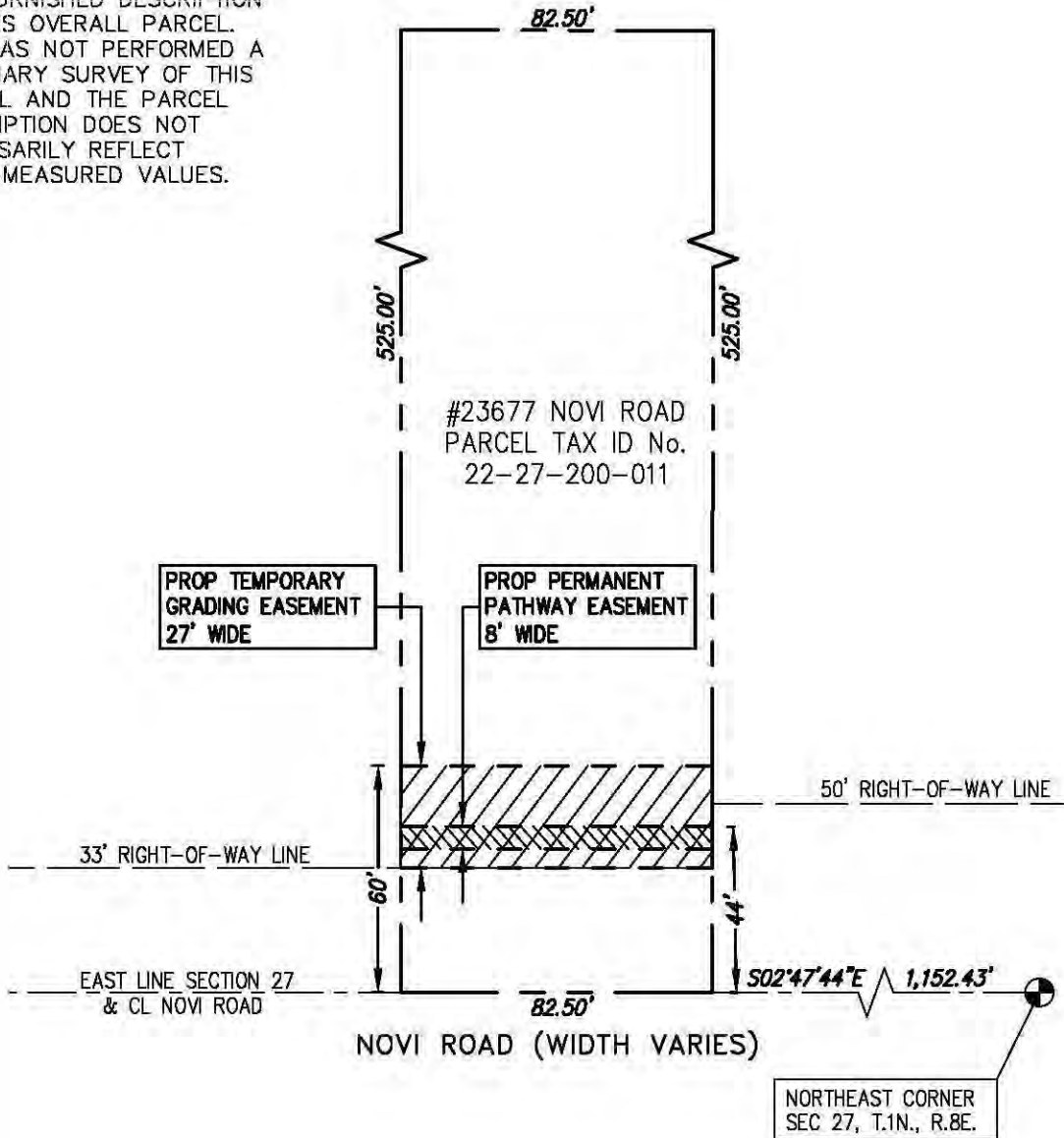
Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

EASEMENT

EXHIBIT A



NOTE:
 THE PARCEL DESCRIPTION
 ABOVE WAS OBTAINED FROM
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 THE EASEMENT DESCRIPTION
 IS WRITTEN BASED UPON
 THE FURNISHED DESCRIPTION
 OF THIS OVERALL PARCEL.
 SDA HAS NOT PERFORMED A
 BOUNDARY SURVEY OF THIS
 PARCEL AND THE PARCEL
 DESCRIPTION DOES NOT
 NECESSARILY REFLECT
 FIELD-MEASURED VALUES.



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 SEAVER TITLE AGENCY, LLC
 COMMITMENT NO. 63-12271206-BLM
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