



CITY of NOVI CITY COUNCIL

Agenda Item K
July 7, 2014

SUBJECT: Acceptance of a pathway easement from Jennica, Inc. for construction of a portion of the pathway along the east side of Meadowbrook Road between Grand River Avenue and I-96 (parcel 22-24-100-047) in the amount of \$3,315, conditioned upon receipt of a properly executed easement from grantor.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 3,315
AMOUNT BUDGETED	\$ 30,000
LINE ITEM NUMBER	204-204.00-974.442

BACKGROUND INFORMATION:

The 2014 Pathway Construction program includes construction of pathway segments along the east side of Meadowbrook Road between Grand River Avenue and I-96 and along the south side of 13 Mile Road between Novi Road and Holmes Road. The project design requires four permanent pathway easements and six temporary construction permits to facilitate the construction of the pathway. Engineering staff have made contact with all of the property owners and requested donation of the easements to decrease project costs. To date, two of the permanent easements and five of the temporary easements have been acquired through donation and the remaining two permanent easements are presented on this agenda for consideration.

One of the property owners, Jennica, Inc. has agreed to provide a pathway easement along the western frontage of the property along Meadowbrook Road in return for compensation in the amount of \$3,315. The value of the easement is set at 75% of the current assessed property value for the area impacted, per the standard for determining the value of permanent easements.

The pathway easement was prepared by Engineering staff and was reviewed and approved by the City Attorney (see attached letter from Beth Saarela dated June 27, 2014).

The award of the 2014 Pathway Construction project appears elsewhere on this agenda and construction is anticipated to be completed by this fall.

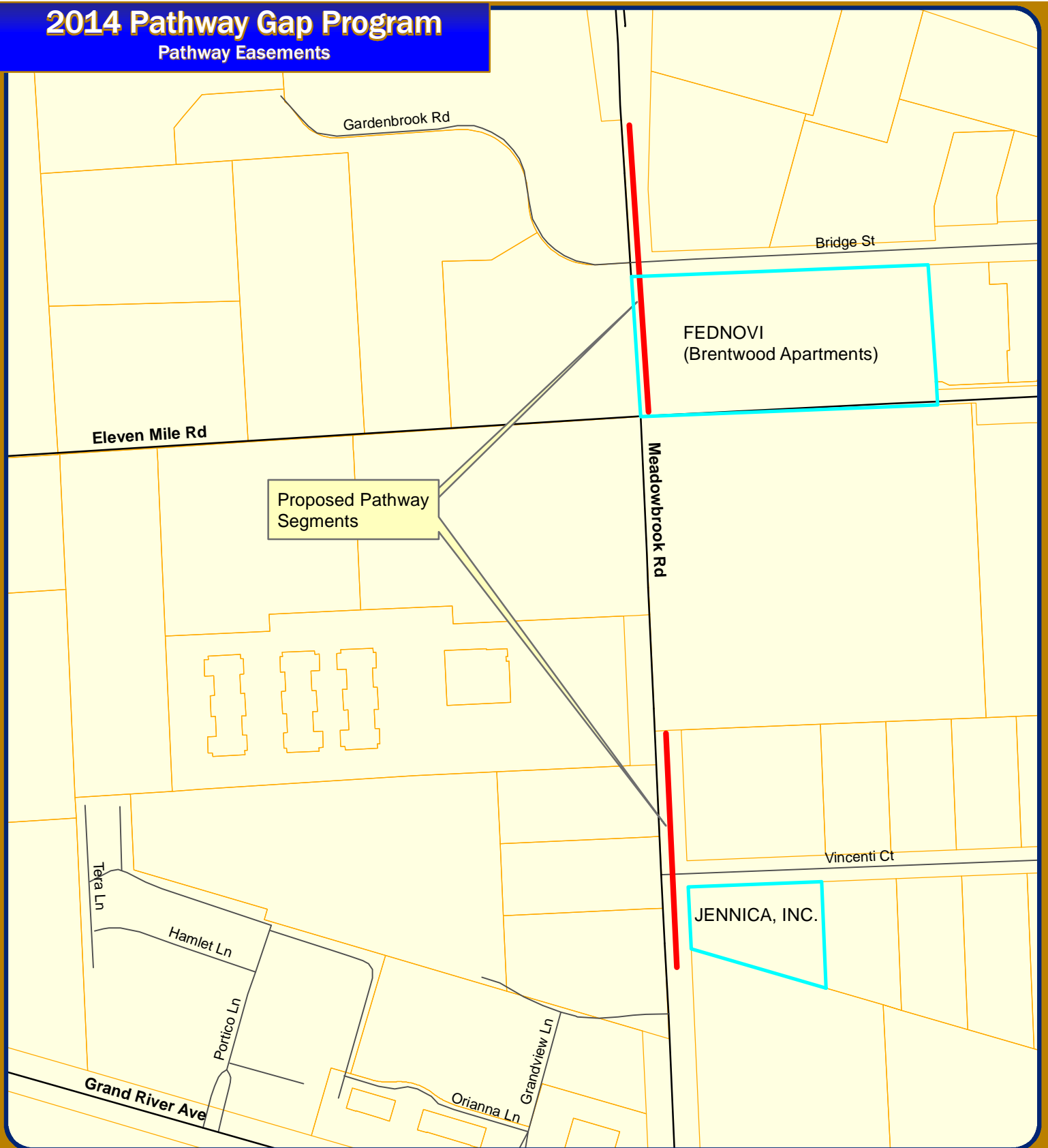
RECOMMENDED ACTION: Acceptance of a pathway easement from Jennica, Inc. for construction of a portion of the pathway along the east side of Meadowbrook Road between Grand River Avenue and I-96 (parcel 22-24-100-047) in the amount of \$3,315, conditioned upon receipt of a properly executed easement from grantor.

	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				

2014 Pathway Gap Program

Pathway Easements



Map Author: Croy
Date: 6/24/14
Project: 2014 Pathway Gap Program
Version #: v1.0

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 = 300 feet



City of Novi

Engineering Division
Department of Public Services
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Novi, MI 48375
cityofnovi.org



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June 27, 2014

Benjamin Croy, Civil Engineer
City of Novi
Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: **2014 Pathway Gap (Jennica, Inc.)
Permanent Pathway Easement
Parcel 50-22-24-100-047**

Dear Mr. Croy:

We have received and reviewed a copy of the enclosed executed Pathway Easement and Temporary Grading Permit to be executed by Jennica, Inc., over Parcel 50-22-24-100-047. Though the property owner has not submitted the original executed Pathway Easement and corresponding Temporary Grading Permit, the authorized agent of Jennica, Inc., has agreed to grant the easement in exchange for the just compensation calculated pursuant to City assessing records.

We note that the title search for the parcel shows an existing mortgage that the property owner indicates has been discharged over 10 years ago. In order to keep moving forward with the project timeline, we recommend acceptance of the Pathway Easement subject to receipt of the original executed Pathway Easement in a format acceptable to the City Attorney and Engineering Division, including proof that the property is not subject to the mortgage as shown in the title search. Subject to receipt of original easement and proof of the discharge of mortgage, the Pathway Easement is in the City's standard Pathway Easement format and is acceptable.

Upon receipt of the original executed easement, we will provide additional direction to finalize acceptance. Construction work may not proceed on the property without further direction in this regard.

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS
Maryanne Cornelius, Clerk
Sue Troutman, Clerk's Office
Rob Hayes, Public Services Director
Thomas R. Schultz, Esq.

PATHWAY EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Jennica, Inc., a Michigan corporation, whose address is 30100 Telegraph Road, Ste 308, Bingham Farms, Michigan for and in consideration of Three-Thousand Three Hundred and Fifteen (\$3,315.00) 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 27, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-24-100-047

{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 a 6-foot wide concrete pathway, an 8-foot wide boardwalk, and a pedestrian bridge over Bishop Creek.

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.

In accordance with the City of Novi Code of Ordinances, as amended, Grantor shall be responsible for the removal of snow and ice from the pathway constructed within the easement area, attached.

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 _____, 20__.

GRANTOR

Jennica, Inc., a Michigan corporation

By: _____ Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Jennica, Inc., a Michigan corporation.

Notary Public
_____ County, Michigan
My Commission Expires:

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Pathway Easement, dated _____, 20__, attached hereto and incorporated as Exhibit A, whereby Jennica, Inc., grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the _____ day of _____, 20__.

COMERICA BANK

By: _____
(Print Name:
Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____, a Michigan _____.

Notary Public
_____ County, MI
My commission expires: _____