



CITY of NOVI CITY COUNCIL

Agenda Item J
March 12, 2012

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 \$1,050 for a permanent pathway easement and a temporary grading permit on the Ban property (parcel 50-22-16-451-033) for the purpose of constructing a pedestrian safety path on the west side of Taft Road between Grand River Avenue and Eleven Mile.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$1,050
AMOUNT BUDGETED	\$ 0 (to be included in next budget amendment)
APPROPRIATION REQUIRED	\$1,050
LINE ITEM NUMBER	204-204.00-974.427 (Taft Road Segment)

BACKGROUND INFORMATION:

The 2012 Pathway Gap Program is currently in design and includes two path segments on Taft Road between Grand River and Eleven Mile, and one segment on Meadowbrook between Grand River and Cherry Hill (see attached location map). Four permanent easements and four temporary easements have been identified to facilitate future construction and maintenance of these pathways.

DPS Engineering staff has worked with Janet Ban, owner of property at 26201 Taft Road, to acquire a sidewalk easement and temporary grading permit that is required to construct the proposed Taft Road pathway. Staff initially asked for a donation of the easement, but the property owner preliminarily indicated willingness to grant the City the easement in return for the value of the easements, which was calculated to be \$1,050 following federal guidelines; however, some complications have arisen involving a Trust associated with the property that may require further action to clear the title by the property owner, and staff is working with the City Attorney to determine the appropriate process to acquire the easements.

The attached resolution is being requested in the event that the easements are not obtained within the next several weeks, which is possible due to the complicated nature of the Trust on the property. If the outstanding issues are not resolved, the city will begin proceedings to acquire the easements through eminent domain which will help resolve the outstanding issues so construction can commence this summer, if funded in FY2012-13. If the issues are resolved 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.

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 \$1,050 for a permanent pathway easement and a temporary grading permit on the Ban property (parcel 50-22-16-451-033) for the purpose of constructing a pedestrian safety path on the west side of Taft Road between Grand River Avenue and Eleven 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				

**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 October __, 2011, 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 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 (50-22-16-451-033):

PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 525.68 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 138.27 FEET (137.27 FEET ASSESSING RECORDS); THENCE WEST 671.18 FEET; THENCE SOUTH 137.27 FEET; THENCE EAST 668.81 FEET TO THE POINT OF THE BEGINNING.

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 as follows:

PATHWAY EASEMENT LEGAL DESCRIPTION:

THE EASEMENT SHALL BE A PERMANENT EASEMENT FOR CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE AND REPLACEMENT OF PUBLIC PATHWAY DESCRIBED AS A 10 FOOT WIDE EASEMENT, THE SIDELINES OF SAID EASEMENT BEING PARALLEL AND LOCATED 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID CORNER BEING ON THE EAST LINE OF SECTION 16 AND CENTERLINE OF TAFT ROAD; THENCE DUE WEST 55.01 FEET ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 79.41 FEET; THENCE NORTH 13 DEGREES 57 MINUTES 17 SECONDS EAST 10.77 FEET; THENCE NORTH 39 DEGREES 51 MINUTES 03 SECONDS EAST 21.58 FEET; THENCE NORTH 13 DEGREES 46 MINUTES 32 SECONDS EAST 10.82 FEET; THENCE NORTH 12 DEGREES 16 MINUTES 12 SECONDS WEST 10.82 FEET; THENCE NORTH 38 DEGREES 18 MINUTES 56 SECONDS WEST 12.46 FEET TO THE POINT OF ENDING ON THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL. 1,460 SQ FT.

A Temporary Grading permit described as follows:

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.

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 Taft Road 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 One Thousand and Fifty (\$1,050.00) 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 (\$1,050.00) 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 _____ day of _____, 2012.

MARYANNE CORNELIUS, CITY CLERK

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 Taft 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 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 on Taft 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 (50-22-16-451-033):

PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 525.68 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 138.27 FEET (137.27 FEET ASSESSING RECORDS); THENCE WEST 671.18 FEET; THENCE SOUTH 137.27 FEET; THENCE EAST 668.81 FEET TO THE POINT OF THE BEGINNING.

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

PATHWAY EASEMENT LEGAL DESCRIPTION:

THE EASEMENT SHALL BE A PERMANENT EASEMENT FOR CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE AND REPLACEMENT OF PUBLIC PATHWAY DESCRIBED AS A 10 FOOT WIDE EASEMENT, THE SIDELINES OF SAID EASEMENT BEING PARALLEL AND LOCATED 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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- B) **A Temporary Grading permit described as follows:**

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. Names of Property Owner: Janet Ban, a single woman
3. Names of each person, other than the Owners, having a potential interest in the property:

Irwin Union Bank and Trust Company, Pioneer Mortgage, The Charles R. Thibideau and Janet B. Thibideau Revocable Living Trust Agreement dated April 8, 1988, Denise Alexander and Gilbert Gugni, Michigan Bell Telephone Company
4. Estimated Just Compensation: \$ 1,050.00
5. The City of Novi reserves it 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: _____, 2012

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2012, by Clay J. Pearson, as the City Manager, on behalf of the City of Novi.

Notary Public
_____ County, Michigan
My Commission Expires: _____

Prepared by and when recorded return to:
Elizabeth K. Saarela (P 60265)
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

Tax Identification No. 50-22-16-451-033

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 (50-22-16-451-033):

PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 525.68 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 138.27 FEET (137.27 FEET ASSESSING RECORDS); THENCE WEST 671.18 FEET; THENCE SOUTH 137.27 FEET; THENCE EAST 668.81 FEET TO THE POINT OF THE BEGINNING.

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

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COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID CORNER BEING ON THE EAST LINE OF SECTION 16 AND CENTERLINE OF TAFT ROAD; THENCE DUE WEST 55.01 FEET ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 79.41 FEET; THENCE NORTH 13 DEGREES 57 MINUTES 17 SECONDS EAST 10.77 FEET; THENCE NORTH 39 DEGREES 51 MINUTES 03 SECONDS EAST 21.58 FEET; THENCE NORTH 13 DEGREES 46 MINUTES 32 SECONDS EAST 10.82 FEET; THENCE NORTH 12 DEGREES 16 MINUTES 12 SECONDS WEST 10.82 FEET; THENCE NORTH 38 DEGREES 18 MINUTES 56 SECONDS WEST 12.46 FEET TO THE POINT OF ENDING ON THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL. 1,460 SQ FT.

B) A Temporary Grading permit described as follows:

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.

and to pay therefore the sum One Thousand and Fifty (\$1,050.00) 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 the construction of a non-motorized pathway system along Taft 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 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: _____, 2012

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:

By: _____
Janet Ban

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: _____, 2012

TEMPORARY GRADING PERMIT

In consideration of \$247.00, I, _____, the owner of the property as (print name) described as 26201 Taft Road, Novi, Michigan (Parcel No. 50-22-16-451-033) 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 8-foot wide non-motorized pathway, including but not limited to the modification of landscaping in accordance with the approved plans. All work is contained in the set of construction plans entitled "2012 Pathway Gap 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 _____, 2012, by

Notary Public
_____ County, Michigan
My Commission Expires:

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

65+38.8' 7" DECIDUOUS TREE (10 FT CROWN), 56.7'
 65+39.8' BOULDER, 55.3'
 65+39.9' BOULDER, 57'
 65+40.4' BOULDER, 55.9'



EXHIBIT 'A'

65+88' BOULDER 60.2'

65+96.2' 6" CONIFEROUS TREE (10 FT CROWN), 44'

66+07.8' UT POLE (2 LINES), 26.8'

66+23.5' 18" DECIDUOUS TREE (15 FT CROWN), 43.6'
 66+22.8' BOULDER 33.6'
 66+23.1' BOULDER 30.6'
 66+24.8' CL 2"x2' STONE PILLAR 32'

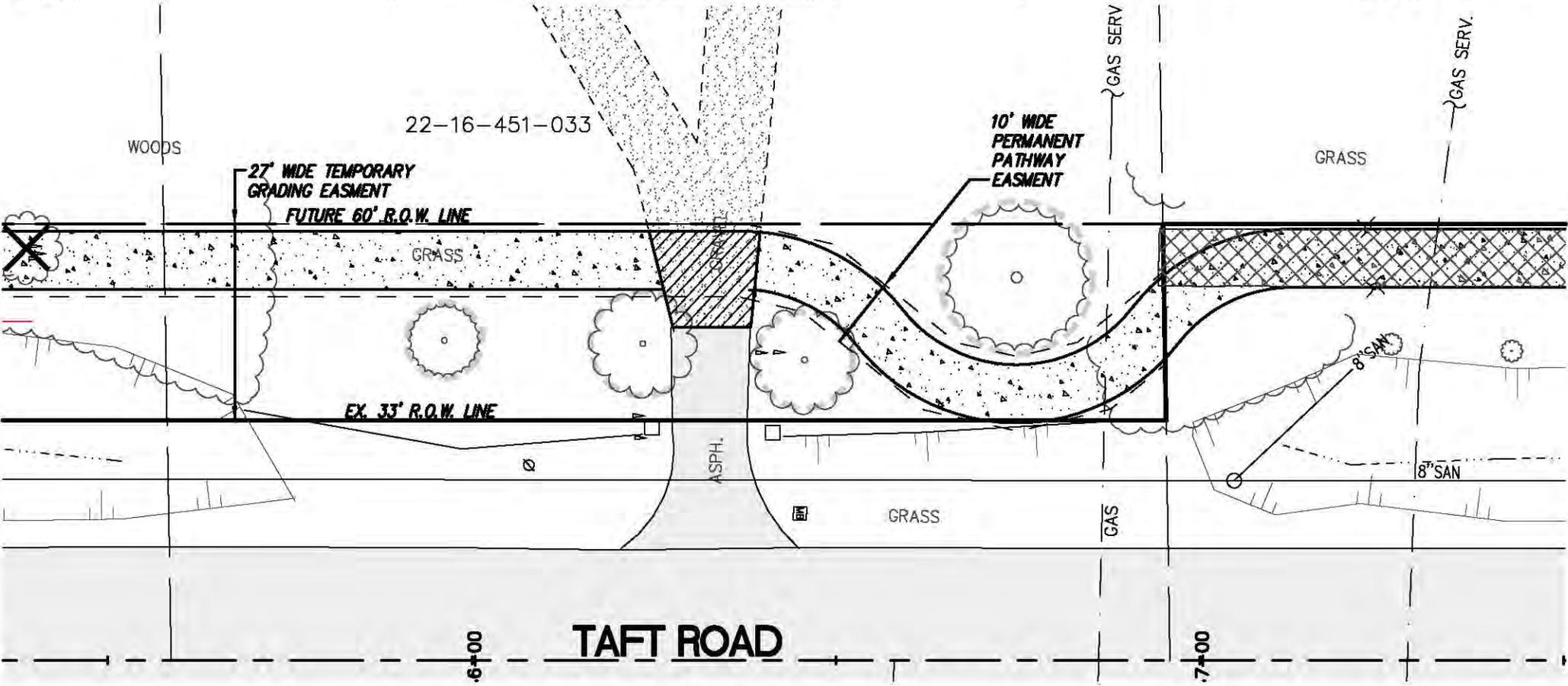
66+39.7' BOULDER, 42.3'
 66+41.4' CL 2" X2' STONE PILLAR, 31.3'
 66+42.1' BOULDER, 42.4'
 66+45.1' MAILBOX, 20.2'
 66+45.7' 20" DECIDUOUS TREE (15 FT CROWN), 41.3'

66+74.9' 13" CONIFEROUS TREE (20 FT CROWN), 52.6'

67+04.7' SAN MH (STR 11), 24.7'
 RIM=940.85
 8" P.V.C. @ 933.05 AT AZ. 315°
 8" P.V.C. @ 928.45 TO NORTH
 8" P.V.C. @ 928.55 TO SOUTH

67+23.1' SPRINKLER HEAD, 59.5'
 67+24' SPRINKLER HEAD, 51.4'
 67+26.4' 3" DECIDUOUS TREE (3 FT CROWN), 43.5'

67+42.9' 3" DECIDUOUS TREE (3 FT CROWN), 42.5'



SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Janet K. Ban, a single woman, whose address is 26201 Taft Road, Novi, Michigan, for and in consideration of Eight Hundred and Three (\$803.00) 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 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. 50-22-16-451-033

{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 sidewalk in the easement area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of an 8-foot wide non-motorized pathway, may also include, but is not limited to the addition of landscaping in accordance with approved plans.

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.

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.

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 _____, 2012.

Signed by:

Janet K. Ban

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:

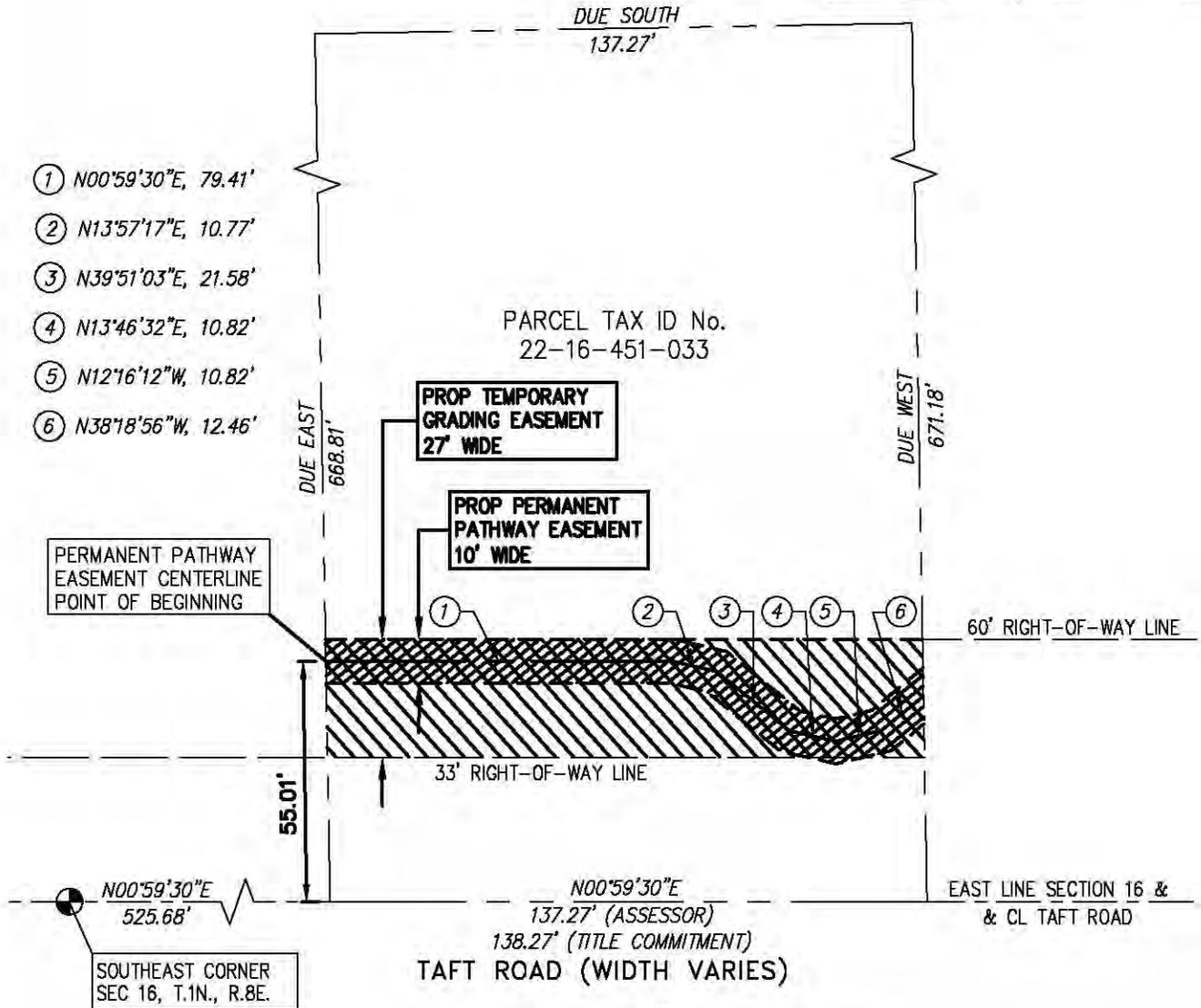
Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

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

438616_1.DOC

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. 63-11184649-BLM
DATED: SEPTEMBER 8, 2011

PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, NOVI TOWNSHIP (NOW CITY OF NOVI), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 525.68 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 138.27 FEET (137.27 FEET ASSESSING RECORDS); THENCE WEST 671.18 FEET; THENCE SOUTH 137.27 FEET; THENCE EAST 668.81 FEET TO THE POINT OF THE BEGINNING.

PARCEL IDENTIFICATION NO. 22-16-451-033

PERMANENT EASEMENT

THE EASEMENT SHALL BE A PERMANENT EASEMENT FOR CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE AND REPLACEMENT OF PUBLIC PATHWAY DESCRIBED AS A 10 FOOT WIDE EASEMENT, THE SIDELINES OF SAID EASEMENT BEING PARALLEL AND LOCATED 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID CORNER BEING ON THE EAST LINE OF SECTION 16 AND CENTERLINE OF TAFT ROAD; THENCE DUE WEST 55.01 FEET ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 59 MINUTES 30 SECONDS EAST 79.41 FEET; THENCE NORTH 13 DEGREES 57 MINUTES 17 SECONDS EAST 10.77 FEET; THENCE NORTH 39 DEGREES 51 MINUTES 03 SECONDS EAST 21.58 FEET; THENCE NORTH 13 DEGREES 46 MINUTES 32 SECONDS EAST 10.82 FEET; THENCE NORTH 12 DEGREES 16 MINUTES 12 SECONDS WEST 10.82 FEET; THENCE NORTH 38 DEGREES 18 MINUTES 56 SECONDS WEST 12.46 FEET TO THE POINT OF ENDING ON THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL. 1,460 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.

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: 01-26-12
CHECKED: J. VAN TIFLIN	DATE: 01-30-12
MANAGER: J. VAN TIFLIN	SCALE: 1" = 40'
JOB No. NV11-004	SHEET: 1 OF 1
SECTION 16 TOWN 1 NORTH RANGE 8 EAST	
CITY OF NOVI OAKLAND COUNTY, MI	

2012 Pathway Gap Program Taft Road Segment Location Map



Map Author: Croy
Date: 2/29/12
Project: 2012 Pathway Gap Program
Version #: v1.1



1 inch = 225 feet



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Engineering Division
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Novi, MI 48375
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MAP INTERPRETATION NOTICE

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