



CITY of NOVI CITY COUNCIL

Agenda Item J
February 5, 2018

SUBJECT: Acceptance of a sidewalk easement for parcel 50-22-03-101-010 from the property owner in exchange for \$19,616.10 as part of the Pontiac Trail Sidewalk project.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The Pontiac Trail Sidewalk project (Segment 9) requires the acquisition of several easements prior to construction. The segment was ranked 2nd in the 2014 update of the Annual Non-Motorized Prioritization list and will be a much needed improvement for the residents and businesses in the area.

The construction of the Pontiac Trail sidewalk from Beck Road to West Park Drive is scheduled to occur in the spring of 2018.

The property manager accepted the offer for \$19,616.10 made by the City for the proposed easement on his property. The proposed easement has been favorably reviewed by the City Attorney (Beth Saarela, January 16, 2018) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of a sidewalk easement for parcel 50-22-03-101-010 from the property owner in exchange for \$19,616.10 as part of the Pontiac Trail Sidewalk project.

Pontiac Trail Sidewalk Easement

Location Map




Map Author: J. Mathias
Date: 11/01/17

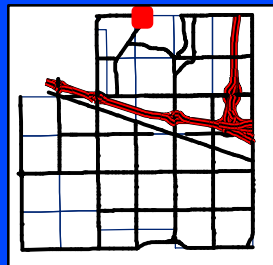
Amended By:
Date:
Department:

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.

Legend

 Proposed Sidewalk



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

0 40 80 160 240
Feet

1 inch = 195 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.jrslaw.com

January 16, 2018

Jeffrey Herczeg, Director of Public Services
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Pontiac Trail Pathway – Lindsey Properties
45077 W. Pontiac Trail - Parcel No. 22-03-101-010**

Dear Mr. Herczeg:

We have received and reviewed the **original** executed Sidewalk Easement and Temporary Grading Permit for the Pontiac Trail Pathway Project:

- Lindsey Properties, L.L.C. – 45077 W. Pontiac Trail

The property owner of 45077 W. Pontiac Trail accepted the City's good faith offer of \$19,616.10 for the Pathway Easement and Temporary Grading Permit that City Council authorized on November 13, 2017.

The City's Engineering Division has provided the final payment of just compensation to the property owner and received the enclosed original receipt in acknowledgment of full payment. The property owner has also executed the Agreement of Sale and Offer to Purchase Real Property, acknowledging the terms of the City's acquisition of the easements. The last page of the Offer and Agreement to Purchase Real Property, should be signed by the City Clerk, acknowledging receipt of the property owner's signed acceptance. Once executed, the Agreement should be retained in the City's file.

The Pathway Easement and Temporary Grading Permit have been properly executed and may be placed on an upcoming City Council agenda for acceptance as provided. Once accepted, the City Clerk's Office should record the original Pathway Easement with the Oakland County Register of Deeds in the usual manner. It should be noted that the check for recording fees must also include an amount for attributable to the transfer taxes required for the payment of \$14,261.61 for the easement.

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

Enclosures

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

AGREEMENT OF SALE
OFFER TO PURCHASE REAL PROPERTY

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

PARCEL DESCRIPTION (50-22-03-101-010)

(Per Oakland County Tax Rolls)

A parcel of land being a part of the NW 1/4 of the Section 3, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at a point distant S 89°55'00" E 977.62 feet from the NW corner of said Section 3; thence S 89°55'00" E 180.0 feet along the North line of said Section 3; thence S 00°05'00" W 313.65 feet; thence S 89°55'00" E 279.46 feet; thence S 34°58'40" W 73.15 feet; thence N 89°55'00" W 417.61 feet; thence N 00°05'00" E 373.65 feet to the Point of Beginning. Except the East 33 feet taken for highway. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT

A 10 foot sidewalk easement being a part of the NW 1/4 of the Section 3, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at a point distant S 89°55'00" E 977.62 feet and S 00°05'00" W 49.55 feet from the NW corner of said Section 3; thence N 89°47'19" E 14.16 feet; thence N 85°03'50" E 53.86 feet; thence S 89°22'07" E 72.36 feet; thence N 87°53'25" E 39.85 feet; thence S 00°05'00" W 10.0 feet along the East line of said parent parcel; thence S 87°53'25" W 39.71 feet; thence N 89°22'07" W 72.11 feet; thence S 85°03'50" W 53.79 feet; thence S 89°47'19" W 14.63 feet; thence N 00°05'00" E 10.0 feet along the West line of said parent parcel to the Point of Beginning.

Contains 1,801 square feet or 0.041 acres of land, more or less. Subject to all

easements and restrictions of record, if any.

TEMPORARY GRADING EASEMENT (50-22-03-101-010)

A temporary grading easement being a part of the NW 1/4 of the Section 3, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at a point distant S 89°55'00" E 418.84 feet and S 00°05'00" W 33.0 feet from the NW corner of said Section 3; thence S 89°55'00" E 558.78 feet; thence S 00°05'00" W 33.75 feet; thence S 71°27'29" W 24.69 feet; thence S 89°58'21" W 16.15 feet; thence N 04°07'12" E 9.19 feet; thence N 85°52'48" W 10.99 feet; thence N 67°25'00" W 10.94 feet; thence N 89°03'14" W 229.37 feet; thence N 87°26'17" W 51.72 feet; thence S 70°23'13" W 41.83 feet; thence N 89°28'38" W 56.71 feet; thence N 86°00'43" W 73.75 feet; thence N 83°32'58" W 48.42 feet; thence N 00°05'00" E 25.12 feet to the Point of Beginning.

Subject to all easements and restrictions of record, if any.

and to pay therefore the sum of Nineteen Thousand Six Hundred and Sixteen and 10/100 (\$19,616.10), subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of a permanent Sidewalk Easement
- (ii) Delivery of a Temporary Grading Easement

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 sidewalk along the south side of Pontiac Trail between Beck Road and West Park Drive along the frontage of 45077 Pontiac Trail in the City of Novi, Michigan.

7. The City shall pay the cost of recording the Sidewalk 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 Ten Mile Road, Novi, Michigan.

WITNESSES:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation


By: ROBERT J. GATT
Its: Mayor


By: CORTNEY HANSON
Its: City Clerk

Dated: _____, 2017

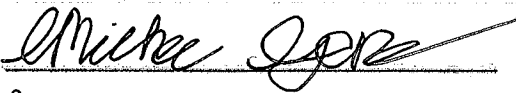
To the Above Named Purchaser:

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

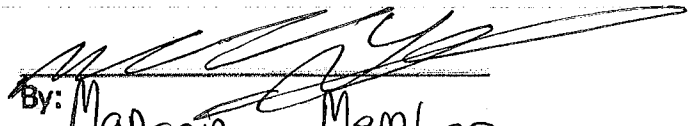
By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

LINDSEY PROPERTIES, L.L.C.



Michael Yono



By: Managing Member
Masoud Yono

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: _____, 2017

PATHWAY EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Lindsey Properties, L.L.C., a Michigan limited liability company, whose address is 7486 Lakepoint Rd., West Bloomfield, MI 48323, for and in consideration of Fourteen Thousand Two Hundred and Sixty-One and 61/100 (\$14,261.61) 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 Ten Mile Road, Novi, Michigan 48375, a permanent easement for a public non-motorized pathway over across and through property located in Section 03, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-03-101-010

A parcel of land being a part of the NW 1/4 of the Section 3, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at a point distant S 89°55'00" E 977.62 feet from the NW corner of said Section 3; thence S 89°55'00" E 180.0 feet along the North line of said Section 3; thence S 00°05'00" W 313.65 feet; thence S 89°55'00" E 279.46 feet; thence S 34°58'40" W 73.15 feet; thence N 89°55'00" W 417.61 feet; thence N 00°05'00" E 373.65 feet to the Point of Beginning. Except the East 33 feet taken for highway. Subject to all easements and restrictions of record, if any.

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

{See attached and incorporated Exhibit B}

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.

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 Area, 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 sidewalk 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 4th day of January, 2018

GRANTOR

Lindsey Properties, L.L.C., a Michigan limited liability company,

By: [Signature]

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 4th day of January, 2018, by _____ the _____ of Lindsey Properties, L.L.C., a Michigan limited liability company, on its behalf _____

[Signature: Jonna Christine May]
Notary Public
Oakland County, Michigan
My Commission Expires:

JONNA CHRISTINE MAY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires January 27, 2023
Acting in the County of Oakland

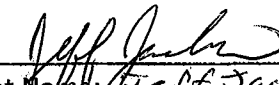
Oakland

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Pathway Easement, dated Nov. 13, 2017, attached hereto and incorporated as Exhibit A, whereby Lindsey Properties, L.L.C., a Michigan limited liability company, 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 6th day of December, 2017.


MICHIGAN STATE UNIVERSITY FEDERAL
CREDIT UNION

By: 
(Print Name: Jeff Jackson)
Its: Chief Lending Officer

STATE OF MICHIGAN)
 Clinton) ss.
COUNTY OF ~~OAKLAND~~)

The foregoing Consent to Easement was acknowledged before me this 6th day of December, 2017, by Jeff Jackson, the Chief Lending Officer of MSU Federal Credit Union, a Michigan Credit Union.

LAURA HOSEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Aug 14, 2022
ACTING IN COUNTY OF Clinton


Notary Public Ingham
Clinton
Acting in Oakland County, MI
My commission expires: 8-14-22

Drafted by:

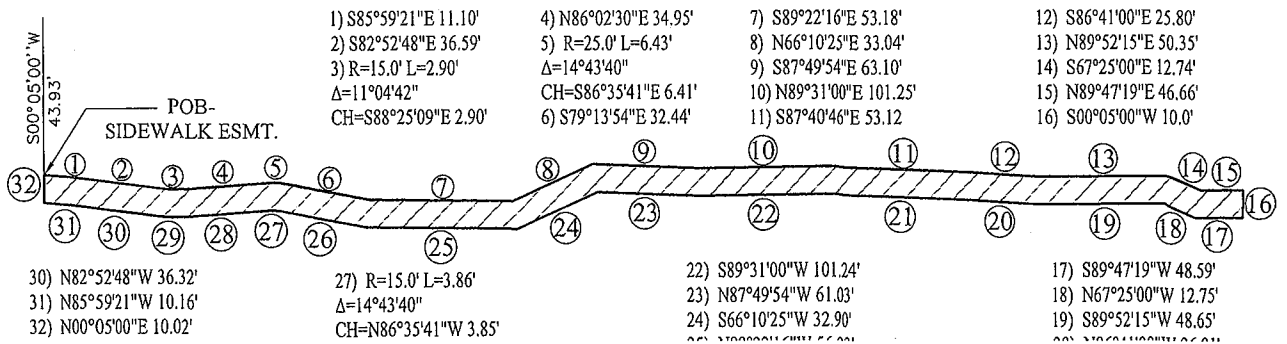
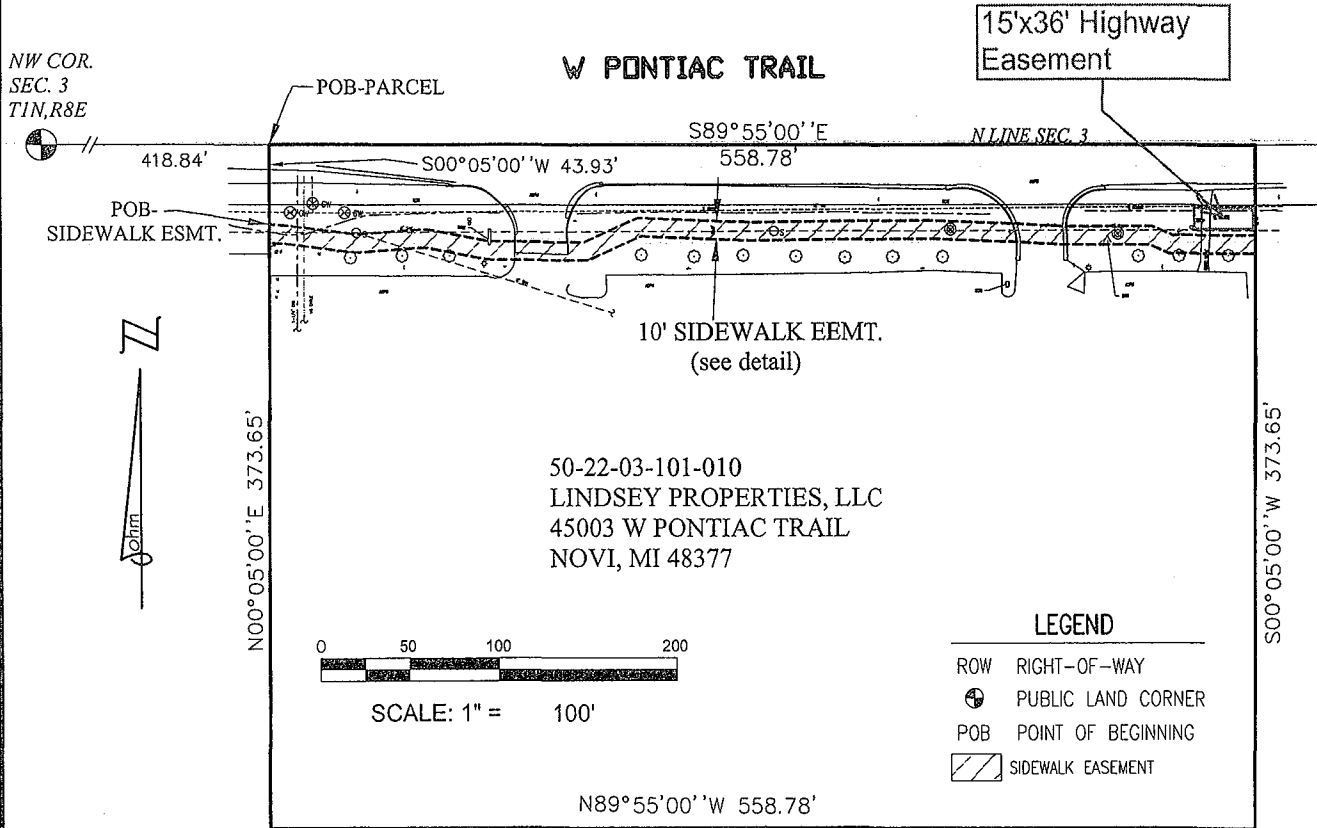
Elizabeth Kudla Saarela
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:

Cortney Hanson, Clerk
City of Novi
45175 Ten Mile
Novi, MI 48375

SIDEWALK EASEMENT SKETCH AND DESCRIPTION

Exhibit "B"



TEMPORARY GRADING PERMIT

I, Mike Yono, as the Owner of the properties described as 45003 W Pontiac Trail, Novi, MI 48377 (parcel 50-22-03-101-010) 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 properties described above in the particular areas shown in Exhibit A, attached.

The work will include:

Construction activities related to the construction of a sidewalk along the south side of Pontiac Trail from an existing sidewalk connection point east of Beck Road through the intersection at West Park Drive. The specific work may include grading, tree removals, modifications to driveway approaches, and related construction activities required for the proposed sidewalk work in accordance with the approved plans. All work is contained in the set of construction plans entitled "Pontiac Trail Sidewalk" by OHM Advisors.

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.

The Temporary Grading Permit shall start as of the date the contractor commences work on the above project and shall terminate on the date that the contractor completes the above project (not to exceed one year).

By: [Signature]

1-4-2018
Date

7486 Lake Point Rd
Contact Mailing Address

West Bloomfield, MI 48323
City, State, Zip

248 420 0729
Phone Number

248 779 7090
Fax Number

STATE OF MICHIGAN

COUNTY OF Oakland SS

The foregoing instrument was acknowledged before me this 4th day of January, 2018 by _____, the Owner of 45003 W Pontiac Trail, Novi, MI 48377

Jonna Christine May
Notary Public
Oakland County, Michigan
My Commission Expires:

Drafted by:
Kyle Selter
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

When recorded return to:
Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

**JONNA CHRISTINE MAY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires January 27, 2023
Acting in the County of Oakland**


Oakland

RECEIPT

The undersigned hereby acknowledges receipt of:

City of Novi check number 145488, dated December 18, 2017, in the amount of \$19,616.10, payable to Mike Yono, as just compensation for acquisition of an easement over parcel 50-22-03-101-010.

C

BY: 
1-4-2018

Dated: January 4, 2018