



CITY of NOVI CITY COUNCIL

Agenda Item G
September 8, 2008

SUBJECT: Approval to grant an easement to Michigan Bell Telephone (d.b.a. AT&T) for the use of city property at Fire Station No. 3 (Parcel ID No. 22-35-127-001).

SUBMITTING DEPARTMENT: Engineering *R74*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Michigan Bell (doing business as AT&T) is proposing to work within an existing utility easement at Fire Station #3; however, this 10-foot wide easement is located approximately 14 feet from the south Nine Mile Road right-of-way line, leaving an area between the easement and the right-of-way through which the new utilities must cross.

AT&T submitted a right-of-way application to cross this area and subsequently discovered that it already contains AT&T utilities. For these reasons (new construction and existing utilities), AT&T has requested that the city grant an easement over the 14-foot wide area. The easement is required in order for AT&T to complete proposed construction and be in compliance from a legal perspective. The proposed easement documents were routed to all relevant departments and no objections were noted.

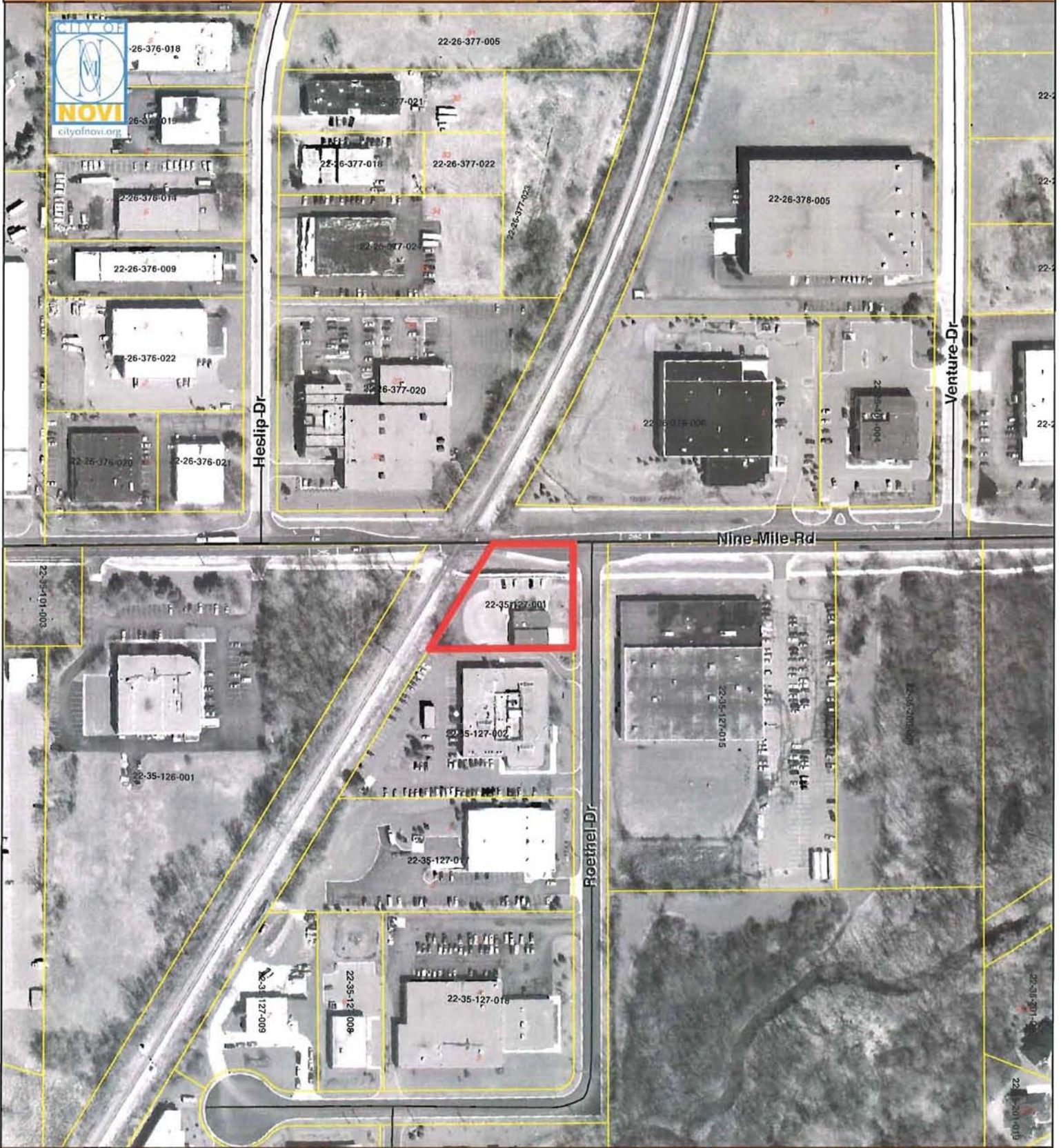
RECOMMENDED ACTION: Approval to grant an easement to Michigan Bell Telephone (d.b.a. AT&T) for the use of city property at Fire Station No. 3 (Parcel ID No. 22-35-127-001).

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

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

Fire Station #3

Parcel #22-35-127-001



CITY OF NOVI
ENGINEERING DIVISION

45175 W. TEN MILE ROAD
NOVI, MI 48375-3024
(248) 347-0454

MAP AUTHOR: FIRST LAST, TITLE



0 90 180 360 540

FEET

1 INCH = 231 FEET

MAP PRINT DATE: date

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.

May 27, 2008

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-
3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Lindon Ivesaj, Engineering Department
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: AT & T Request for Easement
Nine Mile & Roethel
Our File No. 55142.NOV**

Dear Mr. Ivesaj:

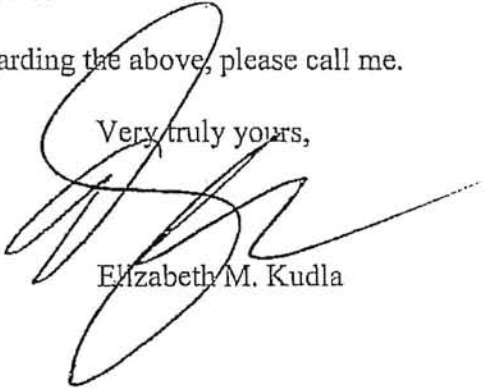
We have received and reviewed the enclosed Easement prepared by AT & T with respect to its request for an easement between the Nine Mile Road right-of-way and an existing easement.

The Easement would permit AT & T to place communications facilities within the Easement Area. The Easement requires AT & T to restore the disturbed area and to indemnify the City for any damages, liabilities, claims and expenses arising out of AT & T's use of the Easement Area.

We have no objection to the language contained in the proposed Easement. If Engineering recommends that the City grant this Easement to AT & T, we have no objection to sending the request forward to City Council using the Easement language proposed by AT & T.

If you have any questions regarding the above, please call me.

Very truly yours,



Elizabeth M. Kudla

EMK

Enclosure

cc: Maryanne Cornelius, City Clerk (w/Enclosure)
Rob Hayes, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

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Right of Way Department

AT&T Michigan
54 North Mill Street
Mailbox #30
Pontiac, MI 48342

T: 248.456.0860
F: 248.338.9366

August 25, 2008

City of Novi
45175 W. 10 Mile Road
Novi, Mi 48375

Attn: Mr. Lyndon Ivesaj

Refer: AT&T Request for Easement

Dear Mr. Ivesaj:

In response to our last conversation, I have enclosed the following information to support our request for an easement from the City of Novi. The easement we are requesting is located between the Nine Mile Road right-of-way and our existing AT&T easement (L 3796 P 744) shown on the attached sketch titled Exhibit A.

The easement is necessary in order to provide power to a cabinet we are placing within our existing AT&T easement. It will also cover an existing manhole and conduit that, when installed in 1980, 1986, and 1997, were placed slightly outside our existing AT&T easement.

I have enclosed a drawing that shows (1) the new easement we are requesting is highlighted in yellow, (2) the existing facilities that were installed in 1980, 1986 and 1997 are highlighted in pink, and the new facilities we wish to install are highlighted in blue. I have also enclosed a copy of our installation records dating back to 1958 for this location. I have highlighted key pieces of information that support the date our facilities were installed.

I am enclosing a fresh copy of the easement document for signature by the City of Novi. Your Legal Department has already reviewed and approved the language. If there is anything else you require please let me know. Thank you so very much for all your help and time. We appreciate it.

Sincerely,

Roseann Giegler,
AT&T Right of Way
734-260-7636

EASEMENT

For valuable consideration the receipt of which is hereby acknowledged, the City of Novi, a Michigan Municipal Corporation), whose address is 45175 W. Ten Mile, Novi, Mi 48375, Grantor, hereby warrants, grants, and conveys to Michigan Bell Telephone Company, a Michigan Corporation, d/b/a AT&T Michigan, 444 Michigan Avenue, Detroit, Michigan, 48226, Grantee, its successors, assigns, lessees, licensees, and agents an easement (the "Easement") to construct, reconstruct, modify, supplement, maintain, operate any aboveground and/or underground facilities, and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or used for which such facilities may be used including but not limited to poles, guys, anchors, and messenger strand, equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above/below ground cable or wire enclosures, marker posts and signs and other related or useful equipment, fixtures, appurtenances and facilities, together with the right equipment, marker posts, and electric power, which may from time to time be required, together with the right of ingress and egress for the purposes of this grant, in, under, upon, over and across the property of the Grantor (the "Property) located in the NW 1/4 of Section 35, City of Novi, T 01N, R 08E, County of Oakland, State of Michigan and more fully described as follows and commonly known as Parcel ID 22-35-127-001.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

The Property is located and described on Exhibit "A" - attached hereto and made a part hereof.

The Easement is located and described on Exhibit "A" - attached hereto and made a part hereof.

Grantee hereby agrees to promptly restore in good and workmanlike manner all property damaged, destroyed or disturbed in connection with Grantee's construction, reconstruction, maintenance, operation or removal activities under this Easement Agreement or the exercise of any other rights of Grantee under this Easement Agreement or the operation of any facilities, improvements or other items installed, constructed or placed by Grantee on the property. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any and all damages, liabilities, claims and expenses, including but not limited to attorney's fees incurred by or asserted against Grantor which arise out of any personal injury or death or property damage arising out of any of Grantee's construction, reconstruction, maintenance, operation, removal or restoration activities under this Easement Agreement or the exercise of any other rights of Grantee under this Easement Agreement or the operation of any facilities, improvements or other items installed, constructed or placed by Grantee on the Property.

THIS GRANT IS hereby declared to be binding upon the heirs, successors, lessees, licensees, and assigns of the parties hereto.

This transfer is exempt from the Real Estate Transfer Tax pursuant to MCLA 207.505(a) and from the State Real Estate Transfer Tax pursuant to MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned have hereunto set _____ hand and seal this _____ day of _____, 2008.

WITNESS:

GRANTORS:

CITY OF NOVI, a Michigan Municipal Corporation

Signed

Signed

Printed

Printed

Title

Signed

Signed

Printed

Printed

Title

STATE OF MICHIGAN
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____ the _____ of the City of Novi, a Michigan Municipal Corporation and by _____ the _____ of the City of Novi, a Michigan Municipal Corporation.

Notary Public, State of Michigan
County of Livingston

My Commission Expires _____
Acting in the County of _____


DOCUMENT DRAFTED BY AND
RETURN TO:
MICHIGAN BELL/AMERITECH/SBC
Cynthia M. Stamps
54 N. Mill Street
Mail Box 30
Pontiac, Michigan 48342

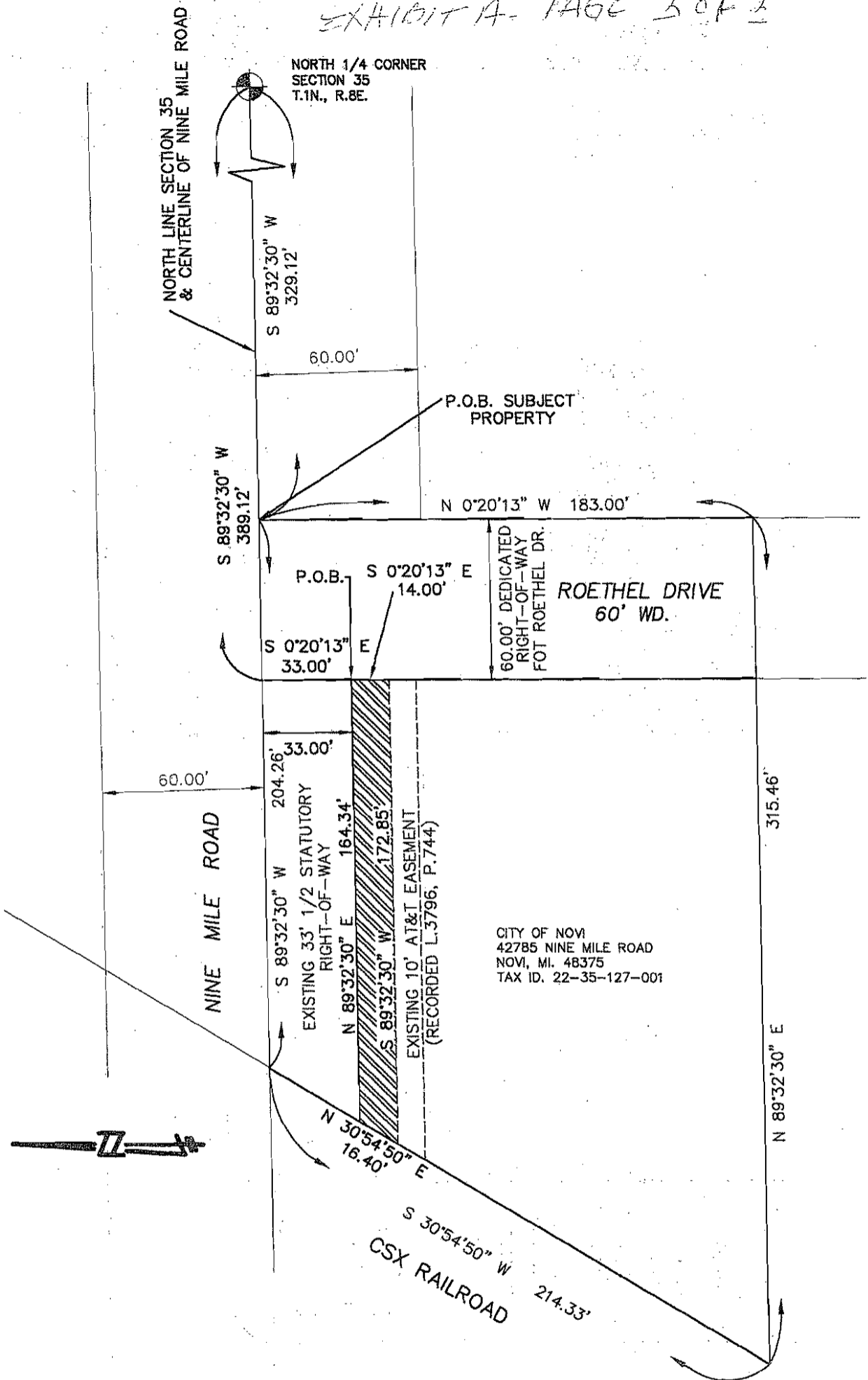
Legal Description: Subject Property
 Tax ID: 22-35-127-001

A part of the Northwest 1/4 of Section 35, Town 01 North, Range 08 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the North 1/4 Corner of said Section 35; thence South 89°32'30" West, 329.12 feet along the North Line of Section 35 and centerline of Nine Mile Road, to the Point of Beginning; thence South 89°32'30" West, 204.26 feet, along the North line of Section 35 and the centerline of Nine Mile Road, to the Easterly right-of-way of the CSX Railroad; thence South 30°54'50" West, 214.33 feet, along the Easterly right-of-way of the CSX Railroad; thence North 89°32'30" East, 315.46 feet; thence North 00°20'13" West, 183.00 feet, to the Point of Beginning; Except that part taken for 'Novi Industrial Sub.' All of the above being subject to easements restrictions and right-of-ways of record.

Legal Description: AT&T Easement
 Tax ID: 22-35-127-001

A part of the Northwest 1/4 of Section 35, Town 01 North, Range 08 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the North 1/4 Corner of said Section 35; thence South 89°32'30" West, 389.12 feet along the North Line of Section 35 and centerline of Nine Mile Road; thence South 0°20'13" East, 33.00 feet, along the West right-of-way of Roethel Drive, to the Point of Beginning; thence South 0°20'13" East, 14.00 feet, along the West right-of-way of Roethel Drive; thence South 89°32'30" West, 172.85 feet, along the Northerly extents of existing easement recorded Liber 3796, Page 744; thence North 30°54'50" East, 16.40 feet, along the East right-of-way of CSX Railroad; thence North 89°32'30" West, 164.34 feet, along the South right-of-way line of Nine Mile Road, to the Point of Beginning.

SEC. 35, T.1N., R.8E. CITY OF NOVI OAKLAND COUNTY, MI		AT&T EASEMENT	
REVISIONS		SCALE: NA	 MILLETICS AND ASSOCIATES, L.L.C. LAND SURVEYORS 40000 GRAND RIVER AVENUE • SUITE 208 • NOVI, MI • 48375-2110 248.473.7880
NO.	ITEM	DATE	
		DATE: 04-23-08 JOB NO.: M-07-2166 DWG FILE: M-07-2166EASE DRAWN BY: KKC CHECK: MLM SHEET: 2 OF 2	



SEC. 35, T.1N., R.8E.
CITY OF NOVI
OAKLAND COUNTY, MI

AT&T EASEMENT

REVISIONS		
NO.	ITEM	DATE

SCALE: 1" = 50'
DATE: 04-23-08
JOB NO.: M-07-2166
DWG. FILE: M-07-2166EASE
DRAWN BY: KKC
CHECK: MLM
SHEET: 1 OF 2

MILLETICS AND ASSOCIATES, L.L.C.
LAND SURVEYORS
40000 GRAND RIVER AVENUE • SUITE 208 • NOVI, MI • 48375-2110
248.473.7880