



**CITY OF NOVI CITY COUNCIL
DECEMBER 18, 2023**

SUBJECT: Acceptance of a sidewalk easement for completion of sidewalk improvements at 27100 Wixom Road in the amount of \$13,200.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 13,200.00
AMOUNT BUDGETED	\$ 4,055,790.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	202-449.20-975.214

BACKGROUND INFORMATION:

The Wixom Road Rehabilitation project, which was recently awarded a construction contract through the Michigan Department of Transportation (MDOT), includes some sidewalk gap infill and ADA improvements in addition to road pavement rehabilitation. City engineering consultant, OHM Advisors, found the existing sidewalk ramps at the north and south driveways of 27100 Wixom Road (Target store) in need of minor grading adjustments to meet ADA standards. A sidewalk easement is necessary to complete the grading improvements.

The City Attorney reviewed the signed easement favorably (Beth Saarela, December 8, 2023). Construction on Wixom Road is expected to begin in June 2024.

RECOMMENDED ACTION: Acceptance of a sidewalk easement for completion of sidewalk improvements at 27100 Wixom Road in the amount of \$13,200.00.

27100 Wixom Road Sidewalk Easement

Location Map



Map Author: Runkel
Date: 12/6/23
Project: 27100 Wixom Rd
Version #: 1.0

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.

Legend

-  Existing Right-of-Way
-  Approximate Easement Area



City of Novi

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



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Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

December 8, 2023

Rebecca Runkel, Project Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Wixom Road Rehabilitation – Project Easements
Parcels: 22-17-101-022**

Dear Ms. Runkel:

We have received and reviewed the following easement that the City has acquired for the Wixom Road Rehabilitation Project:

- Sidewalk Easement – Parcel 22-17-101-022 (\$13,200.00)

The City obtained an appraisal for a permanent easement for this parcel. The property owner accepted the offer of just compensation in the appraised amount of \$13,200.00 for the permanent sidewalk easement. Sidewalk Easements are typically valued at 100% of the per square foot value of the property, like a fee title acquisition, since the sidewalk paving permanently impacts the surface of the property. The easement includes certain conditions for notice, insurance, and restoration while work is ongoing in the easement area. Engineering approved the conditions as consistent with standard City construction practices.

The Sidewalk Easement may be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Sidewalk Easement should be recorded by the City Clerk's Office with the Oakland County Register of Deeds in the usual manner. It is our understanding that the City's Engineering Division has the original easements for recording.

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

Rebecca Runkel, Project Engineer
City of Novi
December 8, 2023
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/ Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Target Corporation, a Minnesota corporation, whose address is 1000 Nicollet Mall, TPN-12H, Minneapolis, MN 55403 Attn: Real Estate Portfolio Management (T-1465), for and in consideration of thirteen-thousand and two-hundred dollars (\$13,200), 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 walkway over across and through property located in Section 33, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Parcel Description Exhibit}

Parcel No. 50-22-17-101-022

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

{See attached and incorporated Exhibit A – Sidewalk Easement}

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

Grantee may install, repair, replace, improve, modify and maintain the easement area for public walkway purposes as shown in the attached and incorporated Exhibit A.

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 that would interfere with Grantee's use of the easement areas for public walkway purposes.

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

This easement is subject to the terms of the Addendum attached here to and made a part hereof.

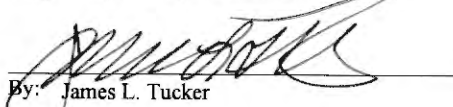
This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

Dated this 30 day of November, 2023.

{Signature begins on following page}

Signed by:

Target Corporation, a Minnesota Corporation

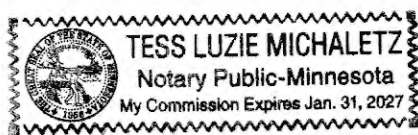


By: James L. Tucker

Its: Sr. Director

STATE OF MINNESOTA)
) SS
COUNTY OF HENNINGEN)

The foregoing instrument was acknowledged before me this 30 day of November, 2023, by James L. Tucker the Sr. Director of Target Corporation a Minnesota Corporation on its behalf.





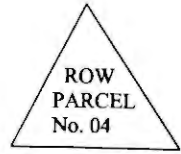
Notary Public
Hennepin County, Minnesota
My Commission Expires: 1/31/2027

Drafted by:
Rebecca Runkel
Project Engineer
26300 Lee BeGole Dr
Novi, MI 48375

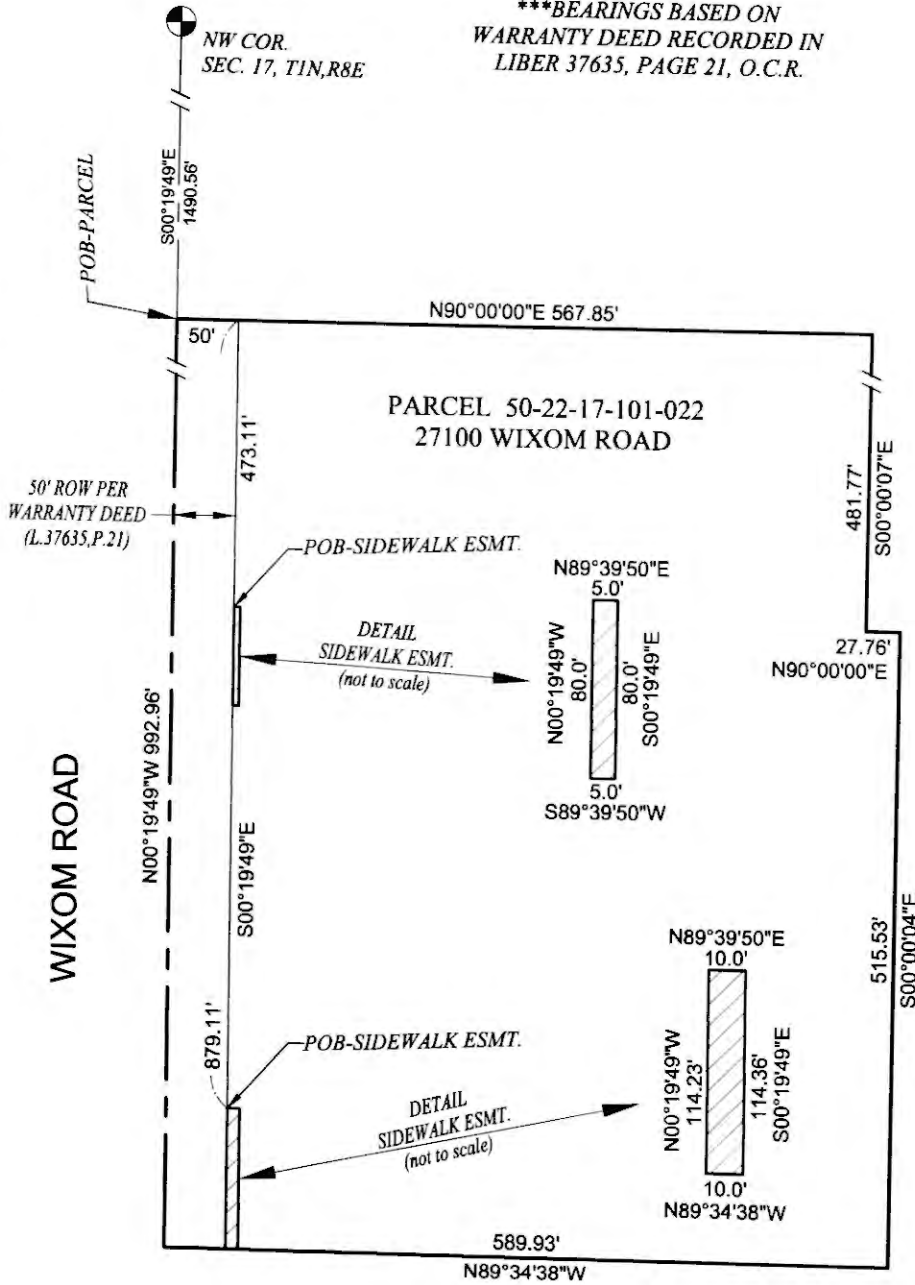
When recorded return to:
City of Novi
City Clerk
45175 Ten Mile Road.
Novi, MI 48375

EXHIBIT A
PARCEL 50-22-17-101-022
27100 WIXOM ROAD

***BEARINGS BASED ON
 WARRANTY DEED RECORDED IN
 LIBER 37635, PAGE 21, O.C.R.

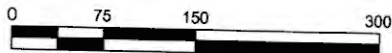


SIDEWALK EASEMENT



LEGEND

- ROW RIGHT-OF-WAY
- PUBLIC LAND CORNER
- POB POINT OF BEGINNING
- SIDEWALK EASEMENT



SCALE: 1" = 150'

LAND AREAS

PARENT PARCEL = 13.235 ACRES (576,494 SQ. FEET)
 PROPOSED SIDEWALK EASEMENT = 0.035 ACRES (1,543 SQ. FEET)

WIXOM ROAD REHABILITATION
 PARCEL # 50-22-17-101-022
 SECTION 17, T.1N., R.8E., CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

DATE
 11-29-2022
 SHEET
 1
 OF 1

CLIENT:
CITY OF NOVI

NOVI PROJECT #
 209477

OHM JOB #
 0163-22-0010

34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM



EXHIBIT "A"
WIXOM ROAD REHABILITATION
JN 209477
Tax ID: 50-22-17-101-022
Parcel 04

PARENT PARCEL DESCRIPTION

A parcel of land situated in the NW 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows:

Commencing at the NW corner of said Section 17; thence S 00°19'49" E 1490.56 feet to the Point of Beginning; thence N 90°00'00" E 567.85 feet; thence S 00°00'07" E 481.77 feet; thence N 90°00'00" E 27.76 feet; thence S 00°00'04" E 515.53 feet; thence N 89°34'38" W 589.93 feet; thence N 00°19'49" W 992.96 feet to the Point of Beginning.

SIDEWALK EASEMENT DESCRIPTIONS

Parcels of land situated in the NW 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows:

Commencing at the NW corner of said Section 17; thence S 00°19'49" E 1490.56 feet; thence N 90°00'00" E 50.0 feet; thence S 00°19'49" E 473.11 feet along the East right-of-way line of Wixom Road to the Point of Beginning; thence N 89°39'50" E 5.0 feet; thence S 00°19'49" E 80.0 feet; thence S 89°39'50" W 5.0 feet; thence N 00°19'49" W 80.0 feet along the East right-of-way line of Wixom Road to the Point of Beginning,

ALSO,

Commencing at the NW corner of said Section 17; thence S 00°19'49" E 1490.56 feet; thence N 90°00'00" E 50.0 feet; thence S 00°19'49" E 879.11 feet along the East right-of-way line of Wixom Road to the Point of Beginning; thence N 89°39'50" E 10.0 feet; thence S 00°19'49" E 114.36 feet; thence N 89°34'38" W 10.0 feet along the South line of said parcel; thence N 00°19'49" W 114.23 feet along the East right-of-way line of Wixom Road to the Point of Beginning.

All contains 1,543 square feet, more or less.

Part of Tax ID No. 50-22-17-101-022
27100 WIXOM ROAD

Dated: November 29, 2022
SH

ADDENDUM

Notwithstanding any other provision of the Sidewalk Easement to which this Addendum is attached:

1. Reservation of Rights; Relocation. Grantor hereby reserves and retains all other property rights in and to the easement areas, including the rights to (a) use the Easement Area for any purpose whatsoever, so long as such use does not unreasonably interfere with Grantee's rights hereunder (the use of the surface of the easement area for vehicular traffic, pedestrian traffic, landscaping, or signage) so long as such use does not unreasonably interfere with Grantee's rights, and (b) locate electric, gas, and water lines and other utilities in the easement areas, so long as such improvements do not unreasonably interfere with Grantee's permitted use of the easement areas; provided that if Grantor disturbs any sidewalk improvements installed by Grantee, Grantor will restore such improvements to the condition they were in immediately prior to such disturbance.

2. Conduct of Work and Notification. By acceptance of the Sidewalk Easement, Grantee acknowledges that the easement areas are located across existing access points between the Grantor's parcel and Wixom Road. Any installation, repair, replacement, improvement, modification, or maintenance of public walkway improvements performed by Grantee, its agents, and employees must be performed (i) at Grantee's sole cost, (ii) during months other than November, December, or January (except in the event of an emergency), and (iii) after thirty (30) days' notice to the Grantor (except that in an emergency the work may be initiated after reasonable notice), which notice must indicate the work that will occur and whether any partial closure of the associated access point between Wixom Road and Grantor's property will be required. While conducting work within an easement area, Grantee must keep at least one (1) lane of the associated access point from Wixom Road to Grantor's property open to traffic at all times. In addition, Grantee, its agents and employees must (a) promptly pay all costs associated with said work, and (b) diligently complete such work as quickly as possible.


3. Use; Maintenance. Any use of the easement areas by Grantee or its agents or employees must be performed with care and in such manner as to cause the least interference with the surface of the Grantor's property and with the use and enjoyment thereof by Grantor and others lawfully present thereon. Grantee must maintain the public walkway improvements in a good and safe condition, and Grantee must install, maintain, operate, repair, replace, and remove the public walkway improvements in compliance with all applicable governmental rules, regulations, and requirements.

4. Restoration by Grantee; Removal of Facilities. If the surface of Grantor's property or any portion thereof, or any landscaping, curbing, pavement, or other improvements thereon are disturbed by installation, operation, maintenance, replacement, or removal activities or other activities performed by or on behalf of Grantee, the surface and improvements must be promptly restored by Grantee to their condition just before such disturbance. Immediately following the performance of work by or on behalf of

Grantee, Grantee must remove from the easement areas and surrounding land all equipment, materials, and debris resulting from or used in connection with such work.

5. Insurance. Grantee must maintain Commercial General Liability Insurance with a combined single limit of liability of Five Million Dollars (\$5,000,000.00) for bodily injury, personal injury, and property damage, arising out of any one occurrence. Grantor must be named as an additional insured on such policy (pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent), and such policy must provide that the same may not be cancelled, allowed to expire, or reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to Grantor. The insurance required above must be written on an occurrence basis and procured from a company rated by Best's Rating Guide not less than A-/X that is authorized to do business in the State of Michigan.

6. No Warranties. The easements granted in the Sidewalk Easement are given without any warranty or representation regarding the easements or the easement areas whatsoever, in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" condition, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting Grantor's property and/or affecting access thereto.


Grantor Initials

Grantee Initials