



CITY of NOVI CITY COUNCIL

Agenda Item F
January 7, 2013

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 \$1,632 for a permanent pathway easement and a temporary grading permit on the Appel property (parcel 50-22-27-200-012) for the purpose of constructing a pedestrian safety path on the west side of Novi Road between Nine Mile and Ten Mile.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *R24*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$1,632
AMOUNT BUDGETED	\$190,554
LINE ITEM NUMBER	204-204.00-974.431

BACKGROUND INFORMATION:

The Novi Road Pathway is currently in design and includes the construction of three pathway segments to fill gaps along the west side of Novi Road between Nine Mile and Ten Mile (see attached location map). Four permanent easements and four temporary easements have been identified to facilitate future construction and maintenance of this pathway. Of the four properties requiring easements, two appear on this agenda for City Council consideration and the other two are in active discussions with City staff to provide the easements.

DPS Engineering staff has had multiple discussions with Denis Appel, owner of property at 23675 Novi Road, to acquire a pathway easement and temporary grading permit that is required to construct the proposed Novi Road pathway. Mr. Appel has indicated he is not in favor of the project, and that he is not willing to provide the easements necessary for the project. Staff will contact Mr. Appel once more with a good faith offer in the amount of \$1,632 for the permanent and temporary easements. As indicated in the attached letter from the City Attorney to Mr. Appel, the proposed compensation for the property is based on a valuation of the property by the City Assessor on the basis of assessment records and related information. If the offer is accepted at that time, the easements can be signed and subsequently recorded. If the offer is not accepted, the City will begin proceedings to acquire the easements through eminent domain.

The attached resolution is being requested in the event that the easements are not obtained within the next several weeks. If the property owner accepts the offer 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.

The project requires easements from three property owners and will require a permit for crossing Chapman Creek and the associated flood plain. It is anticipated that the project would be ready for construction in summer 2013.

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 \$1,632 for a permanent pathway easement and a temporary grading permit on the Appel property (parcel 50-22-27-200-012) for the purpose of constructing a pedestrian safety path on the west side of Novi Road between Nine Mile and Ten 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				

Novi Road Pathway

23675 Ten Mile Rd (22-27-200-010 & -012)

Location Map



Map Author: Croy
 Date: 12/21/12
 Project: Novi Road Sidewalk
 Version #: v3.0

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 = 100 feet



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

**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 January 7, 2013, 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 the west side of Novi Road between Nine and 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 (50-22-27-200-012):

SITUATED IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:
PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS: THE NORTH 5 ACRES OF THE SOUTH 10 ACRES OF THE NORTH 50 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4.

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:

COMMENCING AT THE EAST ¼ CORNER OF SECTION 27; THENCE ALONG THE EAST LINE OF SECTION 27 AND THE CENTERLINE OF NOVI ROAD NORTH 02° 47' 44" WEST, 1,147.25 FEET TO THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL SOUTH 87° 18' 31" WEST, 44.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 18' 31" WEST, 8.00 FEET; THENCE NORTH 02° 47' 44" WEST, 22.96 FEET; THENCE NORTH 04° 42' 16" EAST, 7.78 FEET; THENCE NORTH 12° 12' 16" EAST, 23.58 FEET; THENCE NORTH 04° 42' 16" EAST, 6.09 FEET; THENCE NORTH 02° 47' 44" WEST, 93.84 FEET; THENCE NORTH 21° 13' 50" WEST, 6.32 FEET; THENCE NORTH 02° 47' 44" WEST, 11.42 FEET TO A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL; THENCE ALONG THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL NORTH 87° 14' 15" EAST, 12.00 FEET; THENCE SOUTH 02° 47' 44" EAST, 11.42 FEET; THENCE SOUTH 15° 38' 22" WEST, 6.32 FEET; THENCE SOUTH 02° 47' 44" EAST, 93.97 FEET; THENCE SOUTH 04° 42' 16" WEST, 7.91 FEET; THENCE SOUTH 12° 12' 16" WEST, 23.48 FEET; THENCE SOUTH 04° 42' 16" WEST, 6.14 FEET; THENCE SOUTH 02° 47' 44" EAST, 22.75 FEET TO THE POINT OF ENDING ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL. (1,430 SQ. FT.)

A Temporary Grading permit described as follows:

THE WESTERLY 27 FEET OF THE EASTERLY 60 FEET OF THE ABOVE DESCRIBED PARCEL.

(3,180 SQ. FT. EXCLUSIVE OF PERMANENT EASEMENT)

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 the west side of Novi Road between Nine and Ten Mile 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 Six Hundred and Thirty-Two (\$1,632.00) 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 (\$1,632.00) 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 7th day of January, 2013.

MARYANNE CORNELIUS, CITY CLERK

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 (50-22-27-200-012):

SITUATED IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS: THE NORTH 5 ACRES OF THE SOUTH 10 ACRES OF THE NORTH 50 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4.

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

COMMENCING AT THE EAST ¼ CORNER OF SECTION 27; THENCE ALONG THE EAST LINE OF SECTION 27 AND THE CENTERLINE OF NOVI ROAD NORTH 02° 47' 44" WEST, 1,147.25 FEET TO THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL SOUTH 87° 18' 31" WEST, 44.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 18' 31" WEST, 8.00 FEET; THENCE NORTH 02° 47' 44" WEST, 22.96 FEET; THENCE NORTH 04° 42' 16" EAST, 7.78 FEET; THENCE NORTH 12° 12' 16" EAST, 23.58 FEET; THENCE NORTH 04° 42' 16" EAST, 6.09 FEET; THENCE NORTH 02° 47' 44" WEST, 93.84 FEET; THENCE NORTH 21° 13' 50" WEST, 6.32 FEET; THENCE NORTH 02° 47' 44" WEST, 11.42 FEET TO A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL; THENCE ALONG THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL NORTH 87° 14' 15" EAST, 12.00 FEET; THENCE SOUTH 02° 47' 44" EAST, 11.42 FEET; THENCE SOUTH 15° 38' 22" WEST, 6.32 FEET; THENCE SOUTH 02° 47' 44" EAST, 93.97 FEET; THENCE SOUTH 04° 42' 16" WEST, 7.91 FEET; THENCE

SOUTH 12° 12' 16" WEST, 23.48 FEET; THENCE SOUTH 04° 42' 16" WEST, 6.14 FEET; THENCE SOUTH 02° 47' 44" EAST, 22.75 FEET TO THE POINT OF ENDING ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL. (1,430 SQ. FT.)

B) A Temporary Grading permit described as follows:

THE WESTERLY 27 FEET OF THE EASTERLY 60 FEET OF THE ABOVE DESCRIBED PARCEL.

(3,180 SQ. FT. EXCLUSIVE OF PERMANENT EASEMENT)

and to pay therefore the sum One Thousand Six Hundred and Thirty-Two (\$1,632.00) 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 construction of a non-motorized pathway system along the west side of Novi Road between Nine and Ten Mile 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: _____, 2013

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: _____
Denis Appel

By: _____
Anita Ruth Appel

By: _____
Johann Appel

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: _____, 2013

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 the west side of Novi Road between Nine and Ten Mile 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 the 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 the west side of Novi Road between Nine and Ten Mile 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 (50-22-27-200-012):

SITUATED IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS: THE NORTH 5 ACRES OF THE SOUTH 10 ACRES OF THE NORTH 50 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4.

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

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B) A Temporary Grading Permit described as follows:

THE WESTERLY 27 FEET OF THE EASTERLY 60 FEET OF THE ABOVE DESCRIBED PARCEL.

(3,180 SQ. FT. EXCLUSIVE OF PERMANENT EASEMENT)

- 2. Names of Property Owner: Denis Appel, Anita Ruth Appel, and Johann Appel
- 3. Names of each person, other than the Owners, having a potential interest in the property: Michigan Bell Telephone (AT&T), City of Novi
- 4. Estimated Just Compensation: \$1,632
- 5. The City of Novi reserves its 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: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Prepared By and When Recorded, Return To:

Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627

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JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Ila Saarela
aw.com

www.johnsonrosati.com

January 8, 2013

Denis Appel
Anita Ruth Appel
Johann Appel
23675 Novi Road
Novi, Michigan 48375

American Telephone and Telegraph Company
Resident Agent: The Corporation Company
30600 Telegraph Road
Bingham Farms, MI 48025

**Re: *Novi Road Sidewalk between Nine and Ten Mile
City Acquisition of Temporary Grading Permit and Permanent Sidewalk
Easement
Parcel 22-27-200-012***

Dear Property Owners:

The City of Novi is planning to construct a pathway along the west side of Novi Road between Nine and Ten Mile Road. The proposed pathway crosses the frontages of multiple properties and will require temporary and permanent easements for its construction, including 23675 Novi Road. In order to accomplish this, it is necessary for the City to acquire a permanent sidewalk easement and a temporary grading permit over a portion of the property referenced above. (See attached) The City will restore any area of the surface of your property that has been disturbed by the grading and construction of the improvements. The temporary grading permit will expire upon completion of the project. In the event the City is required in the future to disturb the surface in order to repair or maintain the sidewalk, it will fully restore your property to as good a condition as existed before such work.

The Novi City Council has authorized the submission to you of the enclosed offer to purchase and related to the Permanent Sidewalk Easement and Temporary Grading Permit. The proposed compensation for the property is based on a valuation of your property by the

January 8, 2013

Page 2

City Assessor on the basis of assessment records and related information. Based on the valuation, the City has concluded that the sum of \$ 1,632.00 represents just compensation for a permanent sidewalk easement and temporary grading permit over your property.

If there are facts known to you that would tend to support a higher price, please bring them to the City's attention. The City will give that information its full consideration, as it is the City's intention to pay you the full amount to which you are entitled as just compensation.

If you should decide not to accept the City's offer, but do not have additional data that would tend to support a higher price, you need not do anything. If you do not respond to this offer within fourteen (14) days from the date of the letter, the City will assume its offer is not acceptable to you.

If you should decide to accept the City's offer, please contact my office, or Mr. Benjamin Croy, the City's Civil Engineer over-seeing the project, at (248) 735-5635, and make arrangements for the acceptance of the offer.

If you do not accept the City's offer and an agreement cannot be reached on a higher price justified by new information you have furnished to the City, the City proposes to institute proceedings in the Oakland County Circuit Court for the purposes of acquiring the property interests described in the attached documents for the above project by the exercise of the right of eminent domain.

The City looks forward to your response. If you have any questions regarding the foregoing, please call me at the number listed on the front page of this letter.

Very truly yours,

ELIZABETH K. SAARELA

Enclosures

C: Maryanne Cornelius, City Clerk (w/Enclosures)
Ben Croy, Civil Engineer (w/Enclosures)

VALUATION STATEMENT

PROPOSED SIDEWALK EASEMENT

Property Owner(s): Appel
22-27-200-012

Address: 23675 Novi Road
Novi, MI 48375

Area to be acquired: 1,430 SF (Permanent) / 3,180 SF (Temporary).

Price per square foot/acres x \$ 1.58

Total \$ N/A Fee (Permanent)

x 50% \$ 1,130.00 Easement (Permanent)

x 10% \$ 502.00 Grading Permit (Temporary)

Just Compensation **\$ 1,632.00**

ADDITIONAL INFORMATION:

PATHWAY EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Denis Appel and Anita Ruth Appel, husband and wife, and Johann Appel, a single man, whose address is 23675 Novi Road, Novi, Michigan, for and in consideration of One Thousand One Hundred and Thirty (\$1,130.00) 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. 50-22-27-200-012

{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 both 6-foot wide concrete pathway and 10-foot wide boardwalk.

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.

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 _____, 2013.

GRANTOR

Denis Appel

Anita Ruth Appel

Johann Appel

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Denis Appel and Anita Ruth Appel, husband and wife.

Notary Public
_____ County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Johann Appel, a single man.

Notary Public
_____ County, Michigan
My Commission Expires:

Consent

As the holder of a mortgagee interest in and to the property referenced in the Pathway Easement, dated _____, 20__ attached hereto, whereby _____ 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__ .

Nationstar Mortgage, LLC

By: _____
Its:

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Consent to Easement was acknowledged before me this _____ day of _____ 2013, by _____ the _____ of _____, on its behalf.

Notary Public
_____ County, ____
My commission expires: _____

Drafted by:
Elizabeth Saarela
34405 W. Twelve Mile
Suite 200
Farmington Hills, MI 48331

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

EASEMENT

Exhibit 'A'



- ① S 87° 18' 31" W, 44.91'
- ② S 87° 18' 31" W, 8.00'
- ③ N 02° 47' 44" W, 22.96'
- ④ N 04° 42' 16" E, 7.78'
- ⑤ N 12° 12' 16" E, 23.58'
- ⑥ N 04° 42' 16" E, 6.09'
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- ⑨ N 02° 47' 44" W, 11.42'
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- ⑬ S 02° 47' 44" E, 93.97'
- ⑭ S 04° 42' 16" W, 7.91'
- ⑮ S 12° 12' 16" W, 23.48'
- ⑯ S 04° 42' 16" W, 6.14'
- ⑰ S 02° 47' 44" E, 22.75'

NOTE:
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#23675 NOVI ROAD
PARCEL TAX ID No.
22-27-200-012

PROP PERMANENT
PATHWAY EASEMENT
VARIABLE WIDTH

PROP TEMPORARY
GRADING EASEMENT
27' WIDE

60' RIGHT-OF-WAY LINE

PERMANENT PATHWAY
EASEMENT P.O.B.

EAST LINE SECTION 27
& CL NOVI ROAD

N02°47'44"W 1,147.25

EAST 1/4 CORNER
SEC 27, T.1N., R.8E.

NOVI ROAD (WIDTH VARIES)

**FURNISHED LEGAL DESCRIPTION OF PARCEL
SEAVER TITLE AGENCY, LLC
COMMITMENT NO. 63-12271208-BLM
DATED: SEPTEMBER 7, 2012**

SITUATED IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:
PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS: THE NORTH 5 ACRES OF THE SOUTH 10 ACRES OF THE NORTH 50 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4.
PARCEL IDENTIFICATION NO. 22-27-200-012

PERMANENT EASEMENT

THE EASEMENT SHALL BE A PERMANENT EASEMENT FOR CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE AND REPLACEMENT OF PUBLIC PATHWAY DESCRIBED AS:

COMMENCING AT THE EAST ¼ CORNER OF SECTION 27; THENCE ALONG THE EAST LINE OF SECTION 27 AND THE CENTERLINE OF NOVI ROAD NORTH 02° 47' 44" WEST, 1,147.25 FEET TO THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL SOUTH 87° 18' 31" WEST, 44.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 18' 31" WEST, 8.00 FEET; THENCE NORTH 02° 47' 44" WEST, 22.96 FEET; THENCE NORTH 04° 42' 16" EAST, 7.78 FEET; THENCE NORTH 12° 12' 16" EAST, 23.58 FEET; THENCE NORTH 04° 42' 16" EAST, 6.09 FEET; THENCE NORTH 02° 47' 44" WEST, 93.84 FEET; THENCE NORTH 21° 13' 50" WEST, 6.32 FEET; THENCE NORTH 02° 47' 44" WEST, 11.42 FEET TO A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL; THENCE ALONG THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL NORTH 87° 14' 15" EAST, 12.00 FEET; THENCE SOUTH 02° 47' 44" EAST, 11.42 FEET; THENCE SOUTH 15° 38' 22" WEST, 6.32 FEET; THENCE SOUTH 02° 47' 44" EAST, 93.97 FEET; THENCE SOUTH 04° 42' 16" WEST, 7.91 FEET; THENCE SOUTH 12° 12' 16" WEST, 23.48 FEET; THENCE SOUTH 04° 42' 16" WEST, 6.14 FEET; THENCE SOUTH 02° 47' 44" EAST, 22.75 FEET TO THE POINT OF ENDING ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL. (1,430 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.
(4,610 SQ. FT.) (3,180 SQ. FT. EXCLUSIVE OF PERMANENT EASEMENT)

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: 12-05-12

CHECKED: M. SEDKI

DATE: 12-05-12

MANAGER: M. SEDKI

SCALE: 1" = 50'

JOB No. NV12-004

SHEET: 1 OF 1

SECTION 27 TOWN 1 NORTH RANGE 8 EAST

CITY OF NOVI

OAKLAND COUNTY, MI

TEMPORARY GRADING PERMIT

_____, as the owner's of the property
(print name) (print name) (print name)

described as 23675 Novi Road, Novi, Michigan (Parcel No. 50-22-27-200-012) 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 non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Novi Road Pathway, 9 Mile to 10 Mile and 2013 ADA Compliance 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.

Denis Appel

Date

Anita Ruth Appel

Date

Johann Appel

Date

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

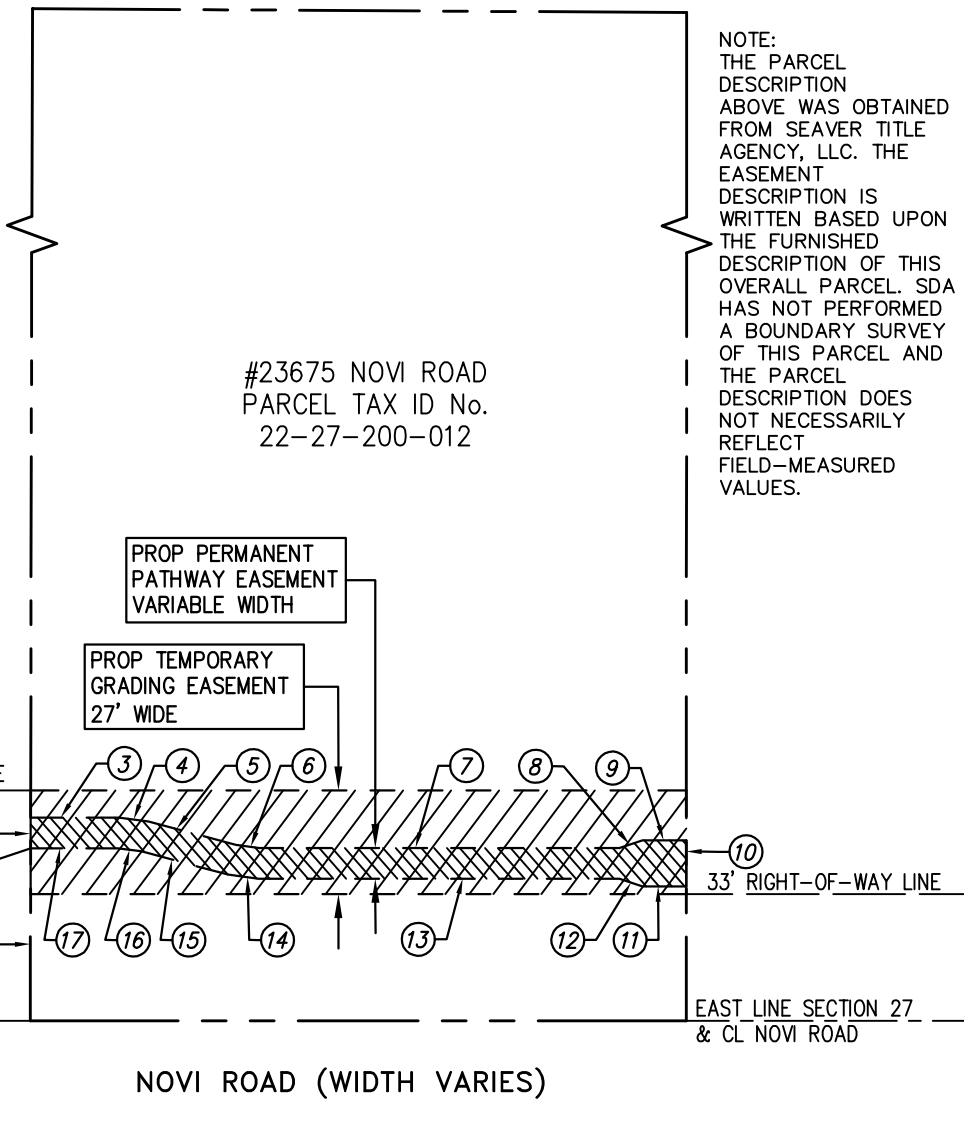
EASEMENT

Exhibit 'A'



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FURNISHED LEGAL DESCRIPTION OF PARCEL
SEAVER TITLE AGENCY, LLC
COMMITMENT NO. 63-12271208-BLM
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CITY OF NOVI

OAKLAND COUNTY, MI