



CITY of NOVI CITY COUNCIL

Agenda Item J
August 28, 2017

SUBJECT: Acceptance of a sidewalk easement for 42741 W. Fourteen Mile Road and two sidewalk easements and a drainage easement for 1103 East Lake Drive as part of the 2017 Pathways and ADA Compliance project (Parcels 50-22-02-126-010, 50-22-02-126-002 & 50-22-02-126-003).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The 2017 Pathway Gap Program includes the construction of a 6-foot wide pathway along the south side of 14 Mile Road between East Lake Drive and Beach Walk Apartments (Segment 5). The project includes implementation of the annual Americans with Disabilities Act (ADA) program as recommended by the ADA Compliance Transition Plan adopted in March 2011. The ADA program is intended to address high priority areas (e.g., high pedestrian usage and areas where pathway barriers exist). Orchard, Hiltz & McCliment (OHM) assisted City staff to develop the engineering plans for this project.

This project is expected to be completed in late fall 2017.

The proposed easements have been favorably reviewed by the City Attorney (Beth Saarela's August 9, 2017 and August 22, 2017 letters) and are recommended for approval.

RECOMMENDED ACTION: Acceptance of a sidewalk easement for 42741 W. Fourteen Mile Road and two sidewalk easements and a drainage easement for 1103 East Lake Drive as part of the 2017 Pathways and ADA Compliance project (Parcels 50-22-02-126-010, 50-22-02-126-002 & 50-22-02-126-003).

2017 Pathways and ADA Compliance Projects

Location Map



Map Author: J. Mathias
Date: 06/26/2017

Project:
Version #:

Amended By:
Date:

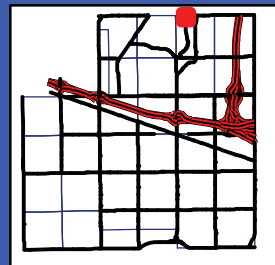
Department:

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 Concrete Sidewalk



City of Novi

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



1 inch = 173 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@jrsjlaw.com

www.jrsjlaw.com

August 9, 2017

George D. Melistas, Engineering Senior Manager
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: 2017 Pathways and ADA Compliance Program
42741 W. 14 Mile
Sidewalk Easement**

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find the original Sidewalk Easement over 42741 W. 14 Mile acquired in connection with the 2017 Pathways and ADA Compliance Program.

The enclosed easement was donated to the City by the property owner. The Sidewalk Easement is consistent with the Title Commitment obtained for the project. We note that although there is a mortgage on the property, a lender consent signature was not obtained due to the unusual requirements set forth by the lender to obtain its consent, including, but not limited to, the payment of a fee, the provision of a survey, provision of a realtor's opinion of the impact of the easement on the property value, and the requirement for a maintenance agreement to be entered into with the lender. We note that by failing to obtain the lender's consent, the City risks losing the easement in the event the lender forecloses the property and seeks to eliminate the sidewalk. In the event that the City chooses to accept the easement without the lender consent, the risk to the City of losing its interest in the easement is probably low. It is unlikely the lender would seek to eliminate a sidewalk in a residential area. Furthermore, if the property is sold, and/or the mortgage paid off or transferred, the lender would have no on-going interest in the easement area.

The enclosed easements should be placed on an upcoming City Council Agenda for consideration of acceptance. If accepted, the Sidewalk Easement should be recorded by the City Clerk's Office with the Oakland County Register of Deeds in the usual manner.

George Melistas, Engineering Senior Manager
August 9, 2017
Page 2

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)
- Aaron Staup, Construction Engineer (w/Enclosures)
- Theresa Bridges, Construction Engineer (w/Enclosures)
- Joey Mathias, Graduate Engineer (w/Enclosures)
- Kyle Selter, OHM (w/Enclosures)
- Margaret Steketee, First ROW (w/Enclosures)
- Thomas R. Schultz, Esquire (w/Enclosures)

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that DANIEL HEDGES (a single man), whose address is 42741 Fourteen (14) Mile Road, Novi, MI 48377, for and in consideration of One (\$1.00) Dollar, 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 2, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

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

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

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

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 as shown in the attached and incorporated Exhibit B.

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.

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.

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 23 day of May, 2007

{Signature begins on following page}

Signed by:

DANIEL HEDGES,
(a single man)

Daniel J Hedges
By: Daniel J Hedges

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 23rd day of MAY, 2017 by
DANIEL HEDGES (a single man)

Marilyn S. Troutman
Notary Public
Oakland County, Michigan
My Commission Expires OCT 13, 2017

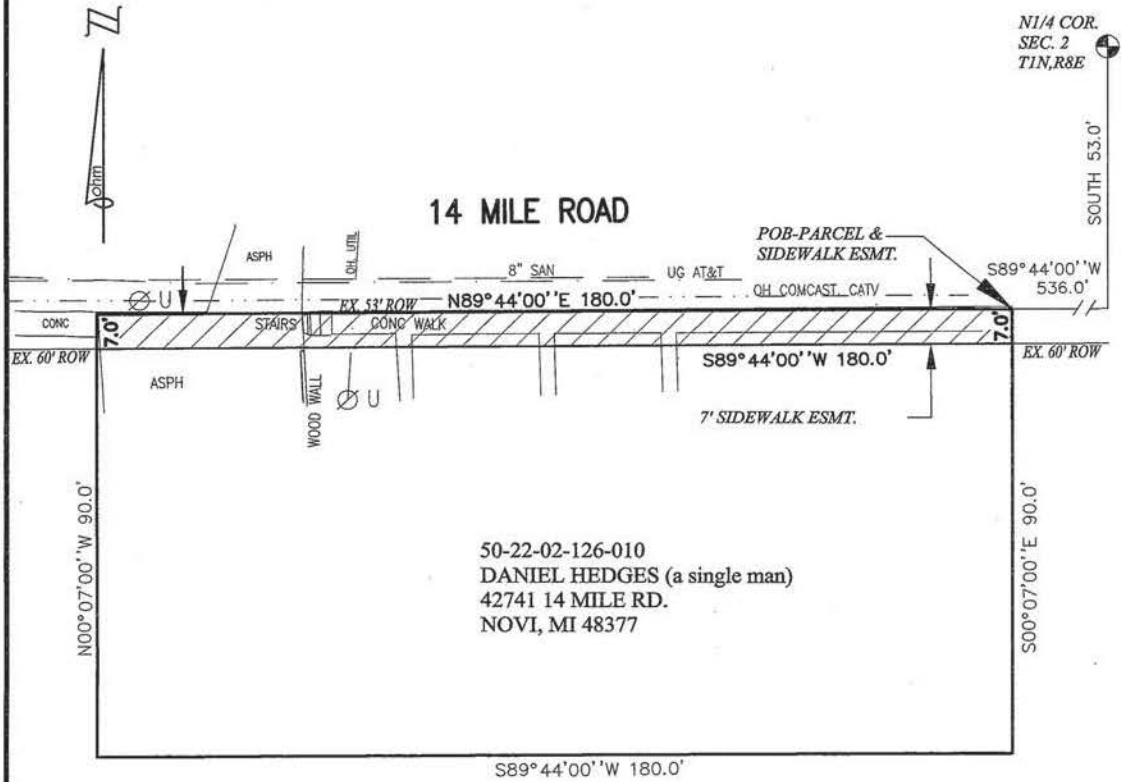
MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 13, 2017
ACTING IN COUNTY OF OAKLAND

Drafted by:
Sameer Hamad
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

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

PROPERTY SKETCH AND DESCRIPTION

Exhibit "A"

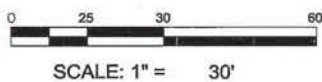


50-22-02-126-010
 DANIEL HEDGES (a single man)
 42741 14 MILE RD.
 NOVI, MI 48377

PARCEL DESCRIPTION (50-22-02-126-010)
 (Per Oakland County Tax Rolls)

A parcel of land being a part of the NE 1/4 of the NW 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at point distant South 53.0 feet and S 89°44'00" W 536.0 feet from the North 1/4 corner of said Section 2; thence S 00°07'00" E 90.0 feet; thence S 89°44'00" W 180.0 feet; thence N 00°07'00" W 90.0 feet; thence N 89°44'00" E 180.0 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.



LEGEND

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

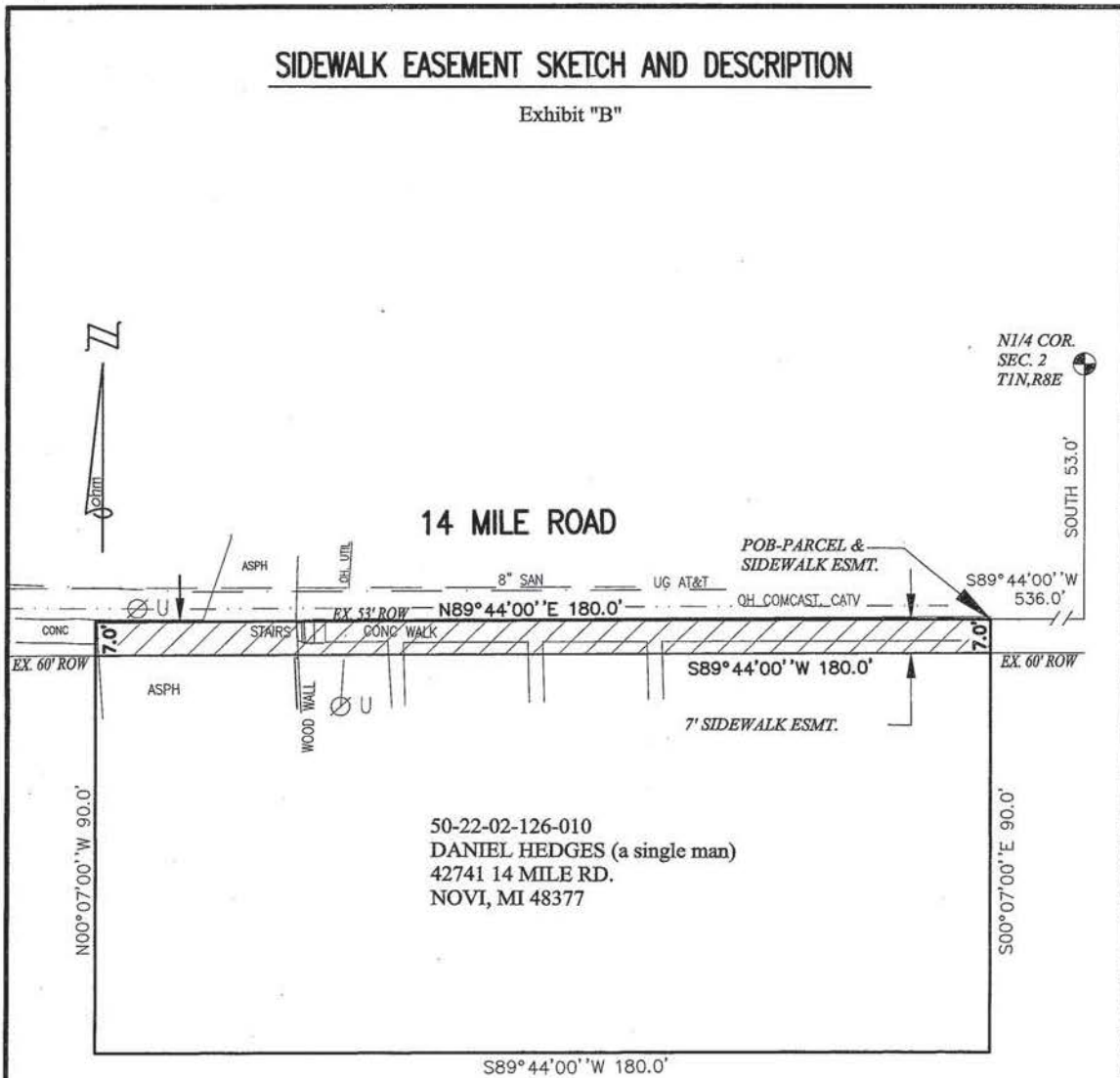
REVISED 03-07-16

PROPERTY SKETCH & DESCRIPTION PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 2 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL # 50-22-02-126-010		SCALE RE: 1"=30' SHEET 3 OF 4
DATE: 02-03-17	CLIENT: CITY OF NOVI	JOB # 0163-16-0070
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
COPYRIGHT 2015 OHM. ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE REPRODUCED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM		



SIDEWALK EASEMENT SKETCH AND DESCRIPTION

Exhibit "B"



SIDEWALK EASEMENT

A 7 foot wide sidewalk easement being a part of the NE 1/4 of the NW 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at point distant South 53.0 feet and S 89°44'00" W 536.0 feet from the North 1/4 corner of said Section 2; thence S 00°07'00" E 7.0 feet; thence S 89°44'00" W 180.0 feet; thence N 00°07'00" W 7.0 feet; thence N 89°44'00" E 180.0 feet to the Point of Beginning.

Contains 1,260 square feet or 0.029 acres of land. Subject to all easements and restrictions of record, if any.



SCALE: 1" = 30'

LEGEND

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

REVISED 03-07-16

SIDEWALK EASEMENT SKETCH & DESCRIPTION PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 2 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL # 50-22-02-126-010			SCALE HE: 1"=30' SHEET 4 OF 4
DATE: 02-03-17	CLIENT: CITY OF NOVI	JOB # 0163-16-0070	
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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

August 22, 2017

George D. Melistas, Engineering Senior Manager
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: 14 Mile Road Pathway Project
1103 East Lake Drive
Sidewalk Easement (Parcel 22-02-126-002)
Sidewalk Easement (Parcel 22-02-126-003)
Drainage Easement (Parcel 22-02-126-003)**

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find two (2) original Sidewalk Easements and one (1) Drainage Easement over 1103 East Lake Drive acquired in connection with the 14 Mile Road Pathway Project. The enclosed easements were donated to the City by the property owner.

The enclosed easements are consistent with the Title Commitment for the property and have been properly executed. The easements should be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Sidewalk Easements and Drainage Easement should be recorded by the City Clerk's Office with the Oakland County Register of Deeds in the usual manner.

It should be noted that the Temporary Grading Permit for the property, a copy of which is enclosed, requires the City's Contractor to add the property owner to its Commercial General Liability Policy for the project prior to project construction, and to indemnify the property owner for any damages or injuries caused by the contractor. We have prepared an amendment to the Contract for this purpose for execution by the City and contractor. Once executed by both parties, the contractor is required to provide a copy of the amendment to its insurance agent. The amendment has been circulated to the Contractor and City Clerk's Office for execution.

George Melistas, Engineering Senior Manager

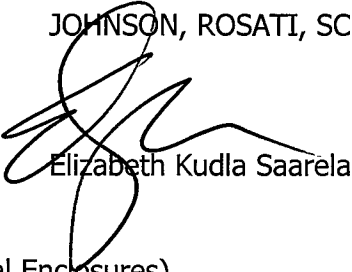
August 22, 2017

Page 2

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)
Aaron Staup, Construction Engineer (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Joey Mathias, Graduate Engineer (w/Enclosures)
Kyle Selter, OHM (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

EXHIBIT "A"

The land referred to in this commitment is described as follows: City of Novi, County of Oakland, State of Michigan

Parcel 1:

Lot 17, EXCEPT beginning at the Northwest Lot corner; thence East 140 feet; thence South 23 degrees 12 minutes 20 seconds East 100 feet; thence South 74 degrees 13 minutes 00 seconds West 120 feet; thence North 27 degrees 10 minutes 00 seconds West 140 feet to the point of beginning, Groll's Subdivision, according to the plat thereof as recorded in Liber 21, Page 3 of Plats, Oakland County Records.

Parcel 2:

Lots 19 and 20, Groll's Subdivision, according to the plat thereof as recorded in Liber 21, Page 3 of Plats, Oakland County Records.

ATA National Title Group, LLC

36800 Gratiot Avenue

Clinton Township, MI 48035

Ph:(586) 463-7200 Fax:(586) 463-6114

Issuing Agent for: CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A of this commitment—Page 2

**Schedule B-I
(REQUIREMENTS)**

File No: 63-17518169-SSP

The following requirements to be complied with:

1. Standard requirements as set forth in jacket.

NOTE: In the event the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
4. Pay the agreed amounts for the Title and/or the mortgage to be insured.
5. Pay us the premiums, fees and charges for the policy.

6. PAYMENT OF TAXES: Tax Parcel No.: 22-02-126-002 (as to Parcel 1)

2016 County Taxes in the amount of \$113.15 are PAID

2016 City Taxes in the amount of \$7,208.14 are PAID

Special Assessments: NONE

- 2016 State Equalized Value: \$156,400.00

The amounts shown as due do not include collection fees, penalties or interest.

7. PAYMENT OF TAXES: Tax Parcel No.: 22-02-126-003 (as to Parcel 2)

2016 County Taxes in the amount of \$37.16 are PAID

2016 City Taxes in the amount of \$2,367.91 are PAID

Special Assessments: NONE

- 2016 State Equalized Value: \$51,400.00

The amounts shown as due do not include collection fees, penalties or interest.

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Issuing Agent for: CHICAGO TITLE INSURANCE COMPANY

**Schedule B-II
(EXCEPTIONS)**

File No.: 63-17518169-SSP

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. There appears to be a break in the chain of title in that the interest of Myrna E. Romain Living Trust dated July 22, 1990, grantee in deed recorded in Liber 42533, Page 606, Oakland County Records, as to an undivided 25% interest, has never been conveyed into the chain of title.
9. Easement for sanitary sewer purposes vested in County of Oakland by instrument recorded in Liber 5315, Page 717 and in Liber 5315, Page 725, Oakland County Records.
10. Easement for water main purposes vested in City of Novi by instrument recorded in Liber 21946, Page 262, in Liber 21946, Page 264 and in Liber 21946, Page 266, Oakland County Records.

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Issuing Agent for: CHICAGO TITLE INSURANCE COMPANY



PRIVACY POLICY NOTICE

ATA National Title Group, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA National Title Group, LLC Privacy Policy.

ATA National Title Group, LLC as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The ATA National Title Group, LLC Privacy Policy applies to all ATA National Title Group, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA National Title Group, LLC, please write us at: **ATA National Title Group, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334.**
Attn: Legal Resources.



Chicago Title Insurance Company

Commitment No. 63-17518169-SSP

COMMITMENT FOR TITLE INSURANCE

**Issued by
Chicago Title Insurance Company**

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**COUNTERSIGNED:
ATA NATIONAL TITLE GROUP, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114**

**By: Steven M. Greco
Authorized Signature**

CHICAGO TITLE INSURANCE COMPANY

By:



[Handwritten Signature]
ATTEST President

[Handwritten Signature]
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THEODORE ANDRIS and ELANE ANDRIS (husband and wife), whose address is 1103 EAST LAKE ROAD, NOVI, MI 48377, for and in consideration of One (\$1.00) Dollar, 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 nonexclusive easement for a public walkway over across and through property located in Section 2, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

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

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

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

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 as shown in the attached and incorporated Exhibit B.

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, 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 B.

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.

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 1st day of August, 2017

{Signature begins on following page}

Signed by:

THEODORE ANDRIS,

Theodore Andris
By:

ELANE ANDRIS,

Elane Andris
By:

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 1ST day of AUGUST, 2017, by THEODORE ANDRIS and ELANE ANDRIS (husband and wife)

Bernard C. Seiber, Jr.
Notary Public
OAKLAND County, Michigan
My Commission Expires: 1-8-18

BERNARD C SEIBER, JR
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 08, 2018
Acting in the County of _____

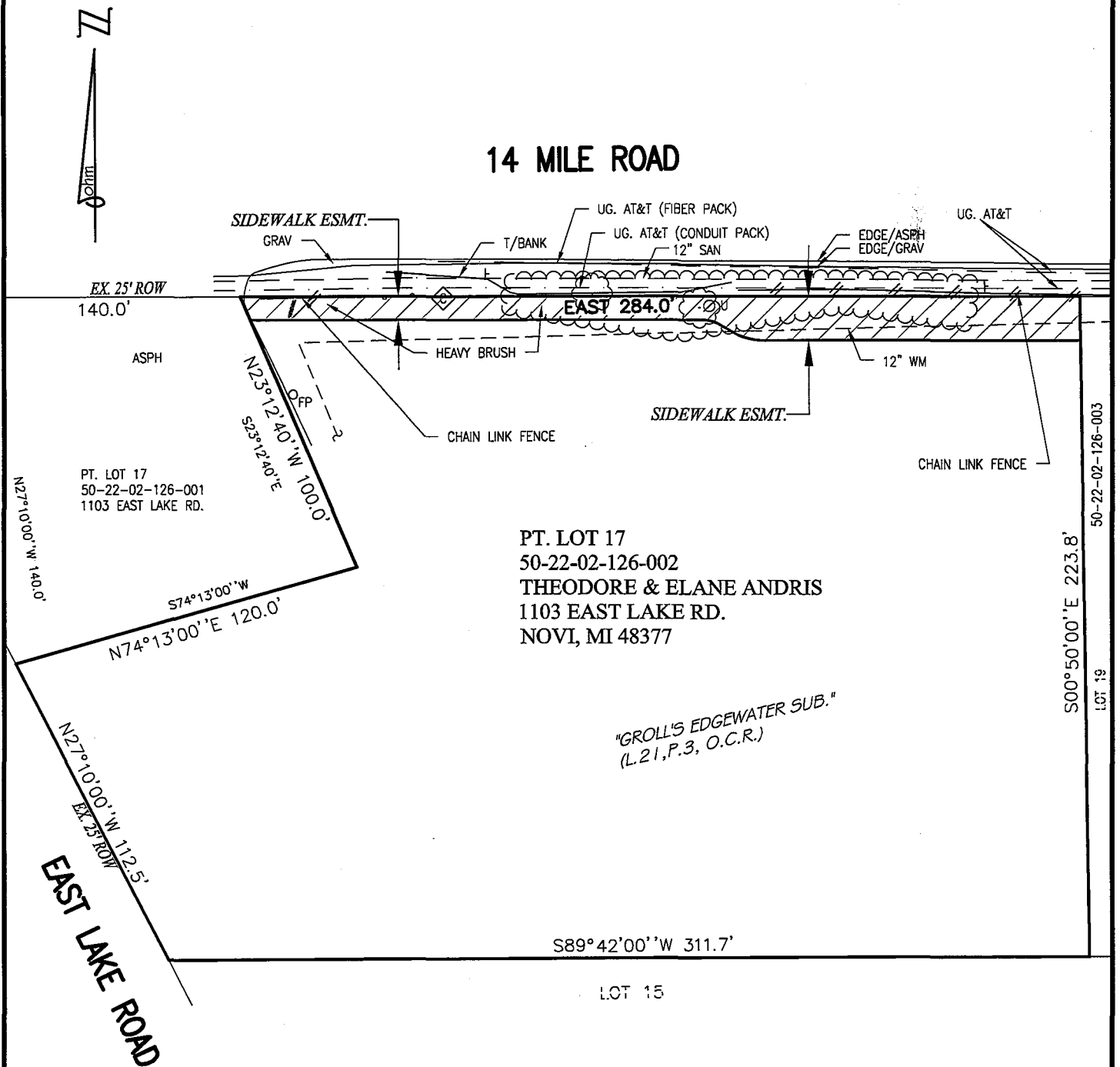
Drafted by:
Sameer Hamad
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

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

438616_1.DOC

PROPERTY SKETCH AND DESCRIPTION

Exhibit "A"



PT. LOT 17
 50-22-02-126-002
 THEODORE & ELANE ANDRIS
 1103 EAST LAKE RD.
 NOVI, MI 48377

"GROLL'S EDGEWATER SUB."
 (L.21, P.3, O.C.R.)

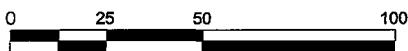
PARCEL DESCRIPTION (50-22-02-126-002) (Per Oakland County Tax Rolls)

A parcel of land being a part of the NW 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Lot 17, "Groll's Edgewater Subdivision", according to the plat thereof as recorded in Liber 21 of Plats, Page 3, Oakland County Records, Oakland County, Michigan, except beginning at the NW corner of said Lot 17; thence East 140 feet; thence S 23°12'40" E 100.0 feet; thence S 74°13'00" W 120.0 feet; thence N 27°10'00" W 140.0 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

LEGEND

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



SCALE: 1" = 50'

PROPERTY SKETCH & DESCRIPTION
 PART OF THE NW 1/4 OF SECTION 2
 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY
 PARCEL # 50-22-02-126-002

SCALE
 H: 1"=50'
 SHEET
3
 OF 4



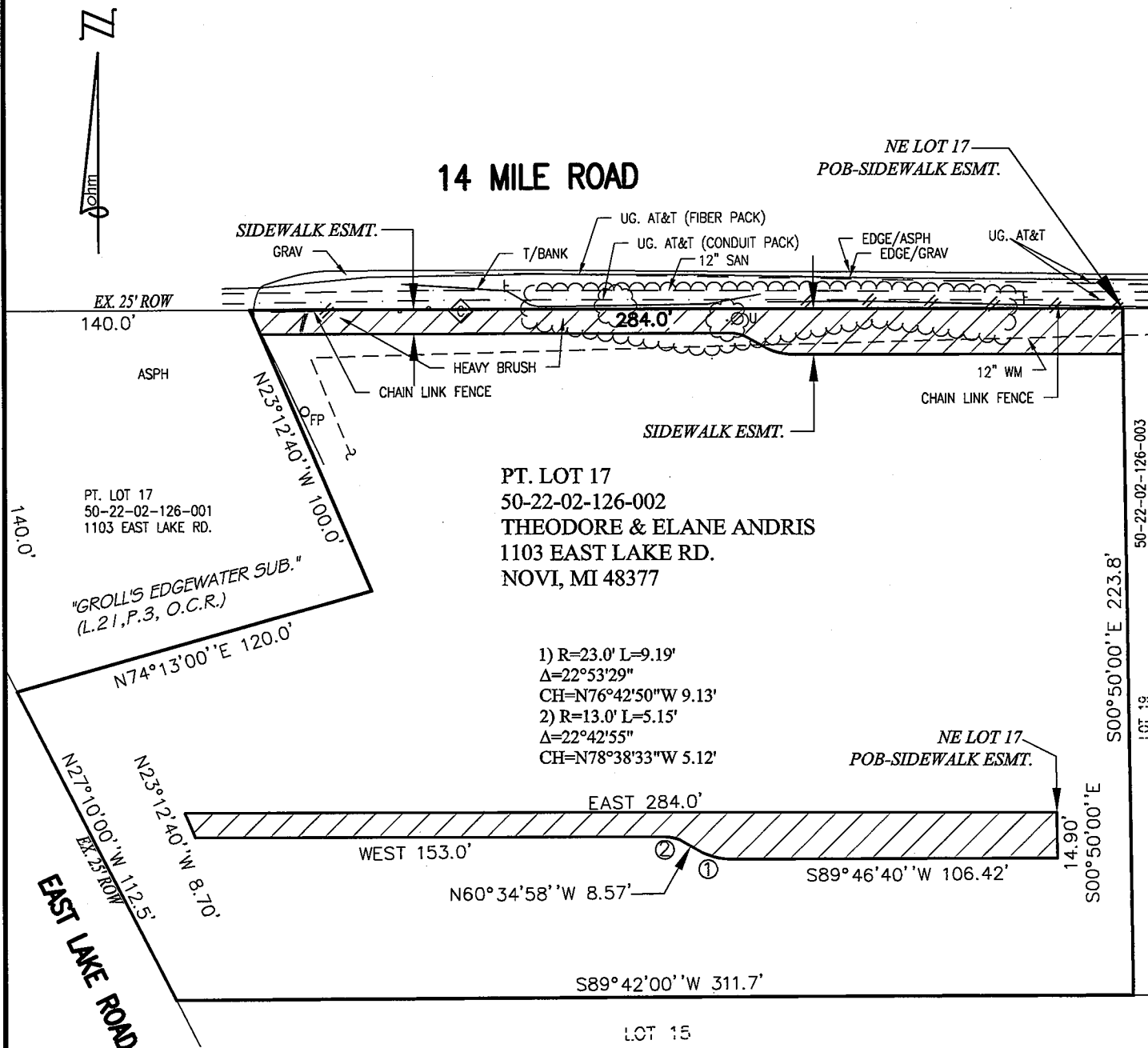
DATE: 07-11-17 CLIENT: CITY OF NOVI JOB #: 0163-16-0070

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SIDEWALK EASEMENT SKETCH AND DESCRIPTION

Exhibit "B"

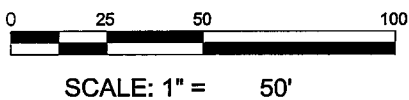


SIDEWALK EASEMENT

A variable width sidewalk easement being a part of the NW 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at the NE corner of Lot 17, "Groll's Edgewater Subdivision", according to the plat thereof as recorded in Liber 21 of Plats, Page 3, Oakland County Records, Oakland County, Michigan; thence S 00° 50' 00" E 14.90 feet along the East line of said lot 17; thence S 89° 46' 40" W 106.42 feet; thence 9.19 feet along a curve to the right having a radius of 23.0 feet, delta 22° 53' 29", chord bears N 76° 42' 50" W 9.13 feet; thence N 60° 34' 58" W 8.57 feet; thence 5.15 feet along a curve to the left having a radius of 13.0 feet, delta 22° 42' 55", chord bears N 78° 38' 33" W 5.12 feet; thence due West 153.0 feet; thence N 23° 12' 40" W 8.70 feet along the Westerly line of said parent parcel; thence due East 284 feet along the North line of said Lot 17 and the South right of way line of 14 Mile Road to the Point of Beginning.

Contains 3,097 square feet or 0.071 acres of land. Subject to all easements and restrictions of record, if any.



LEGEND	
—	ROW RIGHT-OF-WAY
●	POB POINT OF BEGINNING
	SIDEWALK EASEMENT

SIDEWALK EASEMENT SKETCH & DESCRIPTION		SCALE H: 1"=50'
PART OF THE NW 1/4 OF SECTION 2 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL # 50-22-02-126-002		SHEET 4 OF 4
DATE: 07-11-17	CLIENT: CITY OF NOVI	JOB #: 0163-16-0070
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
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SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THEODORE ANDRIS and ELANE ANDRIS (husband and wife), whose address is 1103 EAST LAKE ROAD, NOVI, MI 48377, for and in consideration of One (\$1.00) Dollar, 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 non-exclusive easement for a public walkway over across and through property located in Section 2, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

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

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

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

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 as shown in the attached and incorporated Exhibit B.

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 walkway in the easement area.

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.

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 1st day of August, 2017

{Signature begins on following page}

Signed by:

THEODORE ANDRIS,

Theodore Andris
By:

ELANE ANDRIS,

Elane Andris
By:

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

The foregoing instrument was acknowledged before me this 15th day of AUGUST, 2017, by THEODORE ANDRIS and ELANE ANDRIS (husband and wife)

Bernard C Seiber, Jr.
Notary Public
OAKLAND County, Michigan
My Commission Expires: 1-8-18

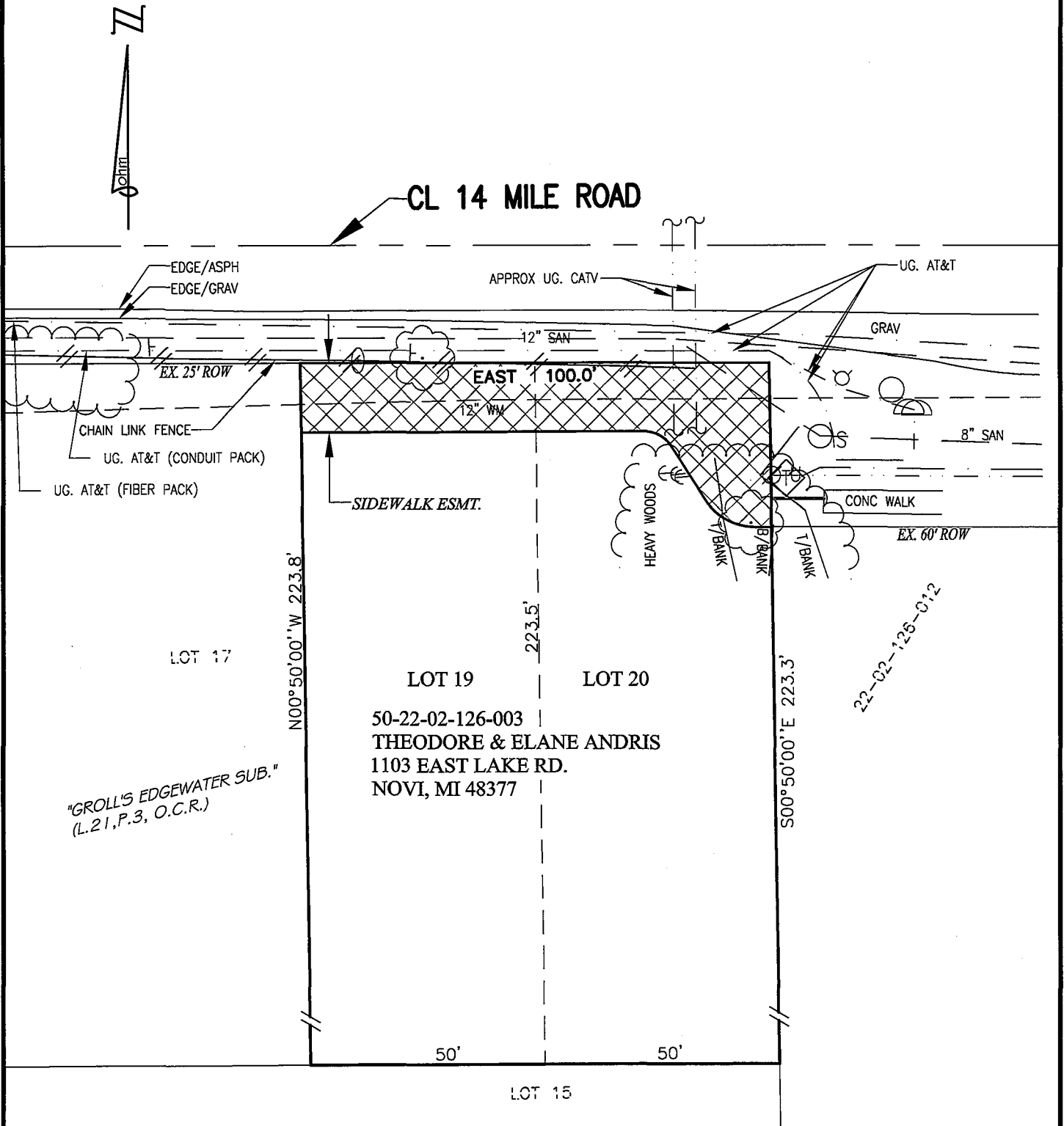
BERNARD C SEIBER, JR
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 08, 2018
Acting in the County of _____

Drafted by:
Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

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

PROPERTY SKETCH AND DESCRIPTION

Exhibit "A"



PARCEL DESCRIPTION (50-22-02-126-003)
 (Per Oakland County Tax Rolls)

A parcel of land being a part of the NW 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Lots 19 and 20, "Groll's Edgewater Subdivision", according to the plat thereof as recorded in Liber 21 of Plats, Page 3, Oakland County Records, Oakland County, Michigan. Subject to all easements and restrictions of record, if any.

SCALE: 1" = 30'

LEGEND

ROW RIGHT-OF-WAY

PUBLIC LAND CORNER

POINT OF BEGINNING

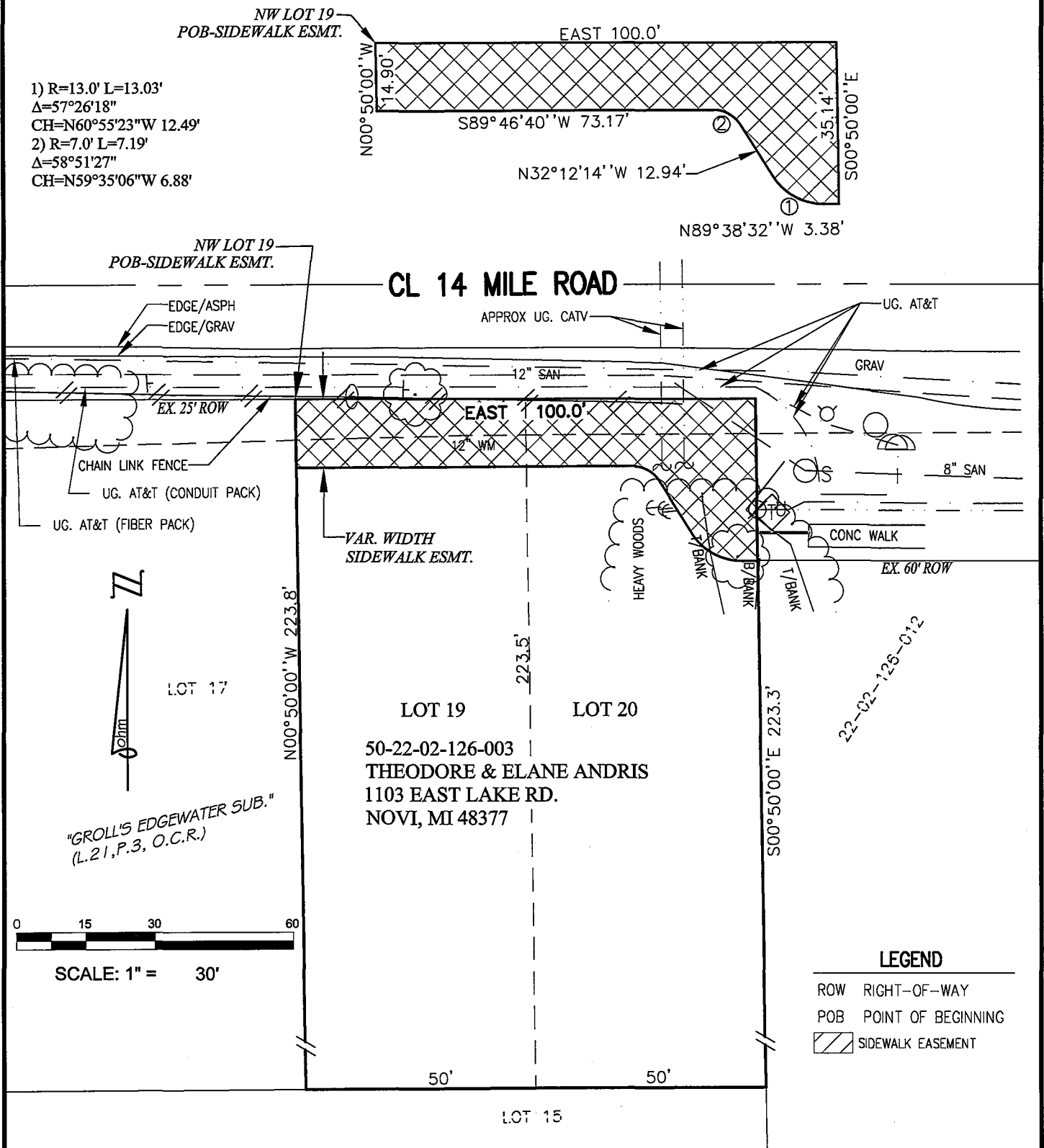
SIDEWALK EASEMENT

<p>PROPERTY SKETCH & DESCRIPTION PART OF THE NW 1/4 OF SECTION 2 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL # 50-22-02-126-003</p>		<p>SCALE H: 1"=30'</p> <p>SHEET 3 OF 4</p>	
DATE: 07-06-17	CLIENT: CITY OF NOVI	JOB #: 0163-16-0070	
<p>34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM</p>			

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SIDEWALK EASEMENT SKETCH AND DESCRIPTION

Exhibit "B"



SIDEWALK EASEMENT

A variable width sidewalk easement being a part of the NW 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at the NW corner of Lot 19, "Groll's Edgewater Subdivision", according to the plat thereof as recorded in Liber 21 of Plats, Page 3, Oakland County Records, Oakland County, Michigan; thence due East 100.0 feet along the North line of Lots 19 and 20 of said "Groll's Edgewater Subdivision"; thence S 00°50'00" E 35.14 feet along the East line of said Lot 20; thence N 89°38'32" W 3.38 feet; thence 13.03 feet along a curve to the right having a radius of 13.0 feet, delta 57°26'18", chord bears N 60°55'23" W 12.49 feet; thence N 32°12'14" W 12.94 feet; thence 7.19 feet along a curve to the left having a radius of 7.0 feet, delta 58°51'27", chord bears N 59°35'06" W 6.88 feet; thence S 89°46'40" W 73.17 feet; thence N 00°50'00" W 14.90 feet along the West line of said Lot 19 to the Point of Beginning.

Contains 1,810 square feet or 0.042 acres of land. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT SKETCH & DESCRIPTION
 PART OF THE NW 1/4 OF SECTION 2
 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY
PARCEL # 50-22-02-126-003

SCALE
 H: 1"=30'
 SHEET
4
 OF 4



DATE: 07-06-17 CLIENT: CITY OF NOVI JOB#: 0163-16-0070

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DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THEODORE ANDRIS and ELANE ANDRIS (husband and wife), whose address is 1103 EAST LAKE ROAD, NOVI, MI 48377, (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

[See attached and incorporated Exhibit A]

Tax Identification Number: 50-22-02-126-003

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a storm sewer pipe or culvert, over, upon, across, in, through, and under the following described real property, to-wit:

[See attached and incorporated Exhibit B]

And to enter upon sufficient land adjacent to said storm sewer easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain storm sewer lines, and all necessary appurtenances thereto, within the easement herein granted.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

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 storm sewer in the easement areas shown on the attached and incorporated Exhibit B.

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.

IN WITNESS WHEREOF, the undersigned Grantor has affixed THEIR signature(s) this 1ST day of AUGUST, 2017.

GRANTOR:
THEODORE ANDRIS,

By: *Theodore Andris*
Signature

ELANE ANDRIS,

By: *Elane Andris*
Signature

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 1ST day of AUGUST, 2017, before me, personally appeared the above named THEODORE ANDRIS and ELANE ANDRIS (husband and wife), to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as THEIR free act and deed.

Bernard C Seiber, Jr.
Notary Public,
OAKLAND County, MI
My commission expires: 1-8-18

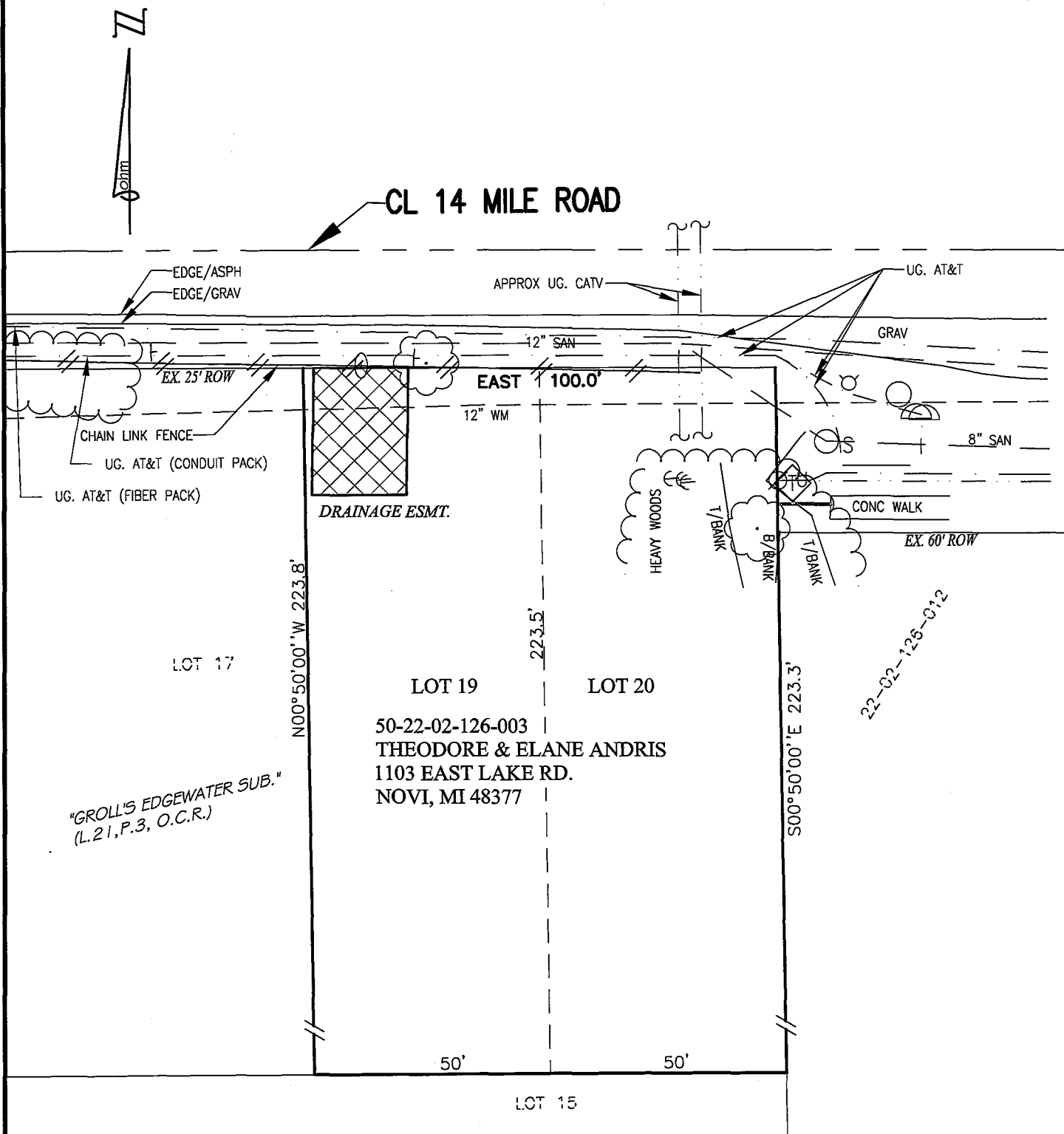
THIS INSTRUMENT DRAFTED BY:
Elizabeth K. Saarela, Esquire
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

BERNARD C SEIBER, JR
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 08, 2018
Acting in the County of _____

AND WHEN RECORDED RETURN TO:
Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile
Novi, Michigan 48375

PROPERTY SKETCH AND DESCRIPTION

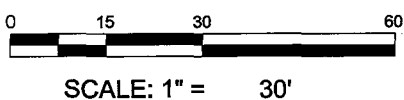
Exhibit "A"



PARCEL DESCRIPTION (50-22-02-126-003)
(Per Oakland County Tax Rolls)

A parcel of land being a part of the NW 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Lots 19 and 20, "Groll's Edgewater Subdivision", according to the plat thereof as recorded in Liber 21 of Plats, Page 3, Oakland County Records, Oakland County, Michigan. Subject to all easements and restrictions of record, if any.



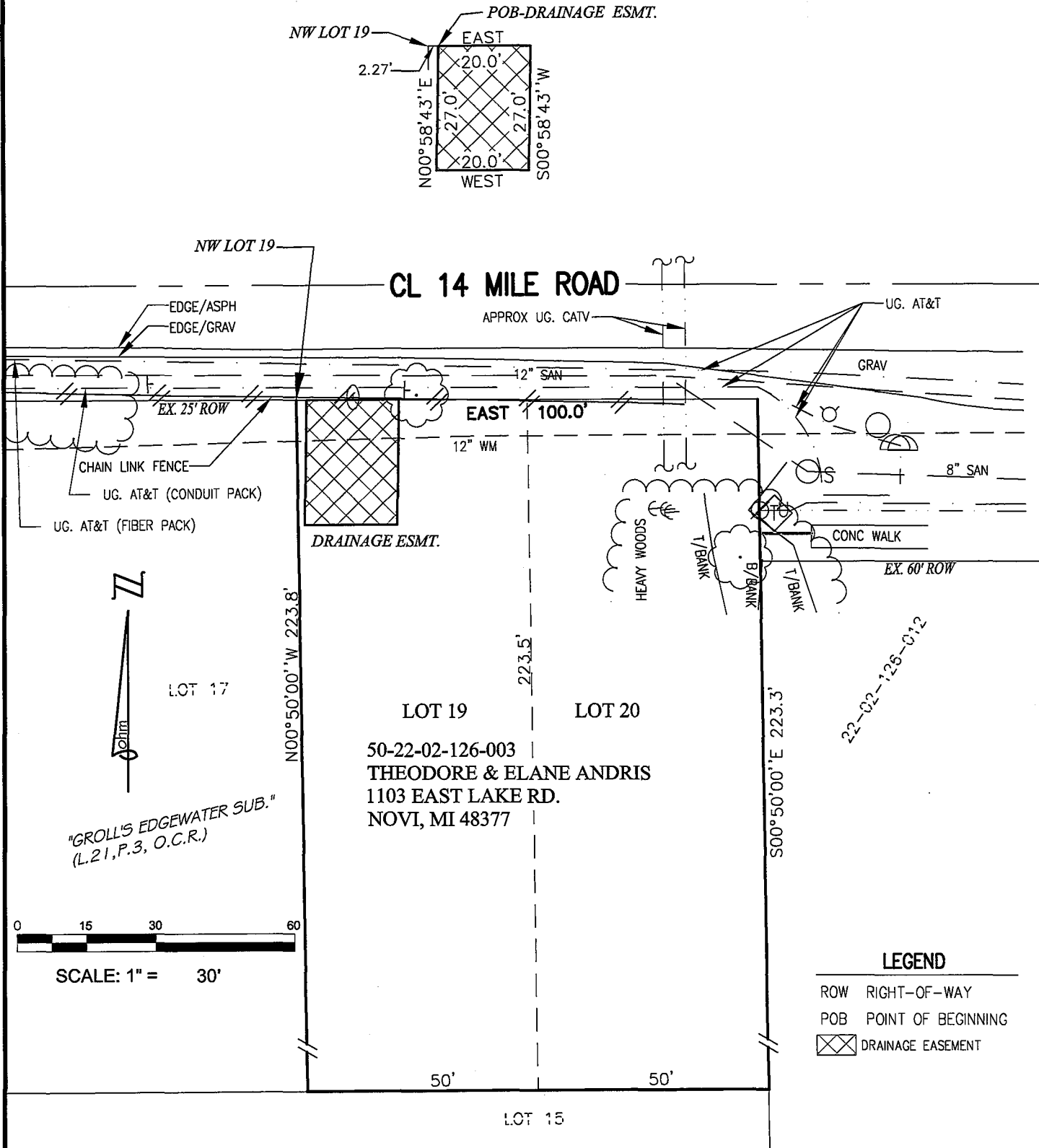
LEGEND	
ROW	RIGHT-OF-WAY
⊙	PUBLIC LAND CORNER
POB	POINT OF BEGINNING
⊠	DRAINAGE EASEMENT

PROPERTY SKETCH & DESCRIPTION PART OF THE NW 1/4 OF SECTION 2 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL # 50-22-02-126-003		SCALE 1" = 30' SHEET 3 OF 4	
DATE: 07-06-17	CLIENT: CITY OF NOVI	JOB #: 0163-16-0070	
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DRAINAGE EASEMENT SKETCH AND DESCRIPTION

Exhibit "B"



DRAINAGE EASEMENT

A 20 foot wide drainage easement being a part of the NW 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the NW corner of Lot 19, "Groll's Edgewater Subdivision", according to the plat thereof as recorded in Liber 21 of Plats, Page 3, Oakland County Records, Oakland County, Michigan; thence Due East 2.27 feet along the North line of said Lot 19 and South right of way line of 14 Mile Road to the Point of Beginning; thence continuing along said line due East 20.0 feet; thence S 00°58'43" W 27.0 feet; thence due West 20.0 feet; thence N 00°58'43" E 27.0 feet to the Point of Beginning.

Contains 540 square feet or 0.012 acres of land. Subject to all easements and restrictions of record, if any.

DRAINAGE EASEMENT SKETCH & DESCRIPTION PART OF THE NW 1/4 OF SECTION 2 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL # 50-22-02-126-003			SCALE H: 1"=30' SHEET 4 OF 4	
DATE: 07-06-17	CLIENT: CITY OF NOVI	JOB #: 0163-16-0070		
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TEMPORARY GRADING PERMIT

We, Theodore Andris and Elane Andris, husband and wife, whose address is 1103 East Lake Road, Novi, Michigan, as the Owner of the properties described as 1103 East Lake Road, Novi, MI (parcels 50-22-02-126-001, 50-22-02-126-002, and 50-22-02-126-003) 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 pathway along the south side of Fourteen Mile Road from East Lake Drive to Beachwalk Drive. The specific work may include grading, tree removals, modifications to driveway approaches, and related construction activities required for the proposed pathway work in accordance with the approved plans. All work is contained in the set of construction plans entitled "2017 Pathways and ADA Compliance Program" by OHM Advisors.

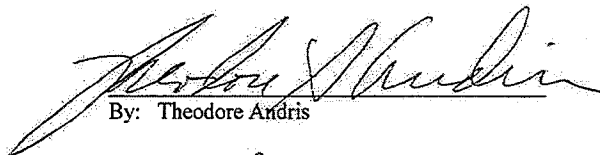
City shall insert in all contracts, and require to be inserted in all subcontracts, in connection with work to be performed on the Licensed Premises, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save OWNER harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of City's use of the Licensed Premises. Further, City shall require all contractors and subcontractors at any time employed in connection with any work to be done on the trail to maintain in full force and effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$1,000,000.00 per occurrence, written so as to provide coverage for collapse, explosion, and underground hazards, which insurance shall either include a Cross Liability Endorsement or shall not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan and shall name OWNER as an additional insured.

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 or on June 30, 2018, whichever occurs first.

Dated this 17th day of August, 2017.


By: Theodore Andris


By: Elane Andris

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17th day of August, 2017, by Theodore Andris and Elane Andris, husband and wife, the Owners of 1103 East Lake Road, Novi, MI.



Bernard C. Seiber, Jr., Notary Public
Oakland County, Michigan
My Commission Expires: 1-8-2018

BERNARD C SEIBER, JR. Notary Public, State of Michigan County of Oakland My Commission Expires Jan. 08, 2018 Acting in the County of _____

EXHIBIT "A"

