



## CITY of NOVI CITY COUNCIL

**Agenda Item G**  
**September 11, 2017**

**SUBJECT:** Acceptance of a streambank maintenance easement for a property along Ingersol Creek as part of the streambank restoration project (Parcel 50-22-25-153-030).

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

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The Bishop Creek and Ingersol Creek streambank project involves the restoration and stabilization of multiple locations along Bishop Creek south of Ten Mile and along Ingersol Creek between Bishop Creek and Meadowbrook Road where streambank erosion has occurred. The 2013 Stormwater Master Plan identified these areas as needing repair. This project will include the acquisition of an estimated fourteen easements needed to complete the work behind the houses along the creek. Enclosed is one proposed easement for streambank maintenance. The easement consists of a twenty-foot-wide easement that overlaps the existing private easement.

Spalding DeDecker, the City's engineering consultant, is assisting with the design and construction engineering services and the easement acquisitions for this project.

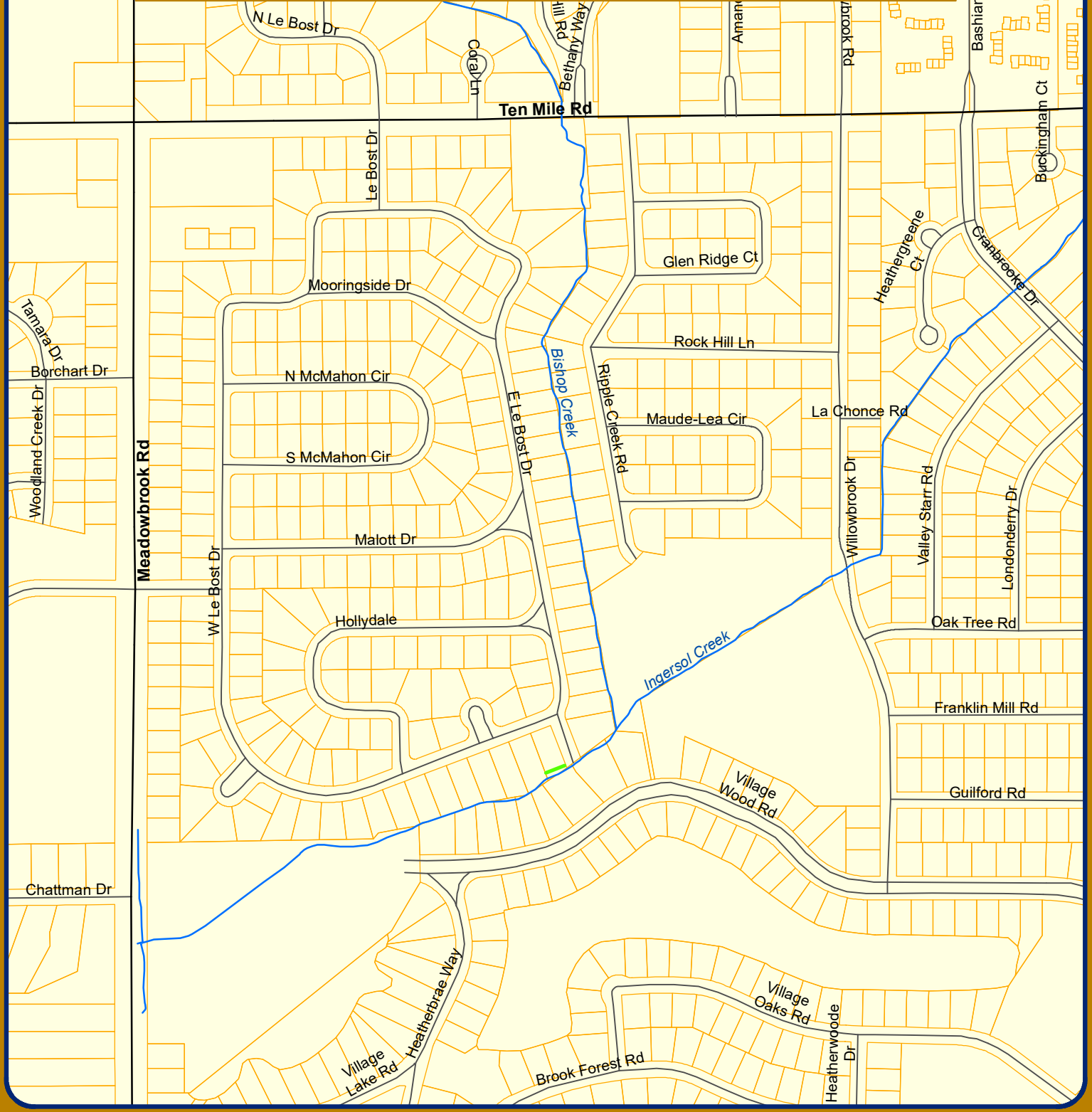
This project is expected to be completed late fall of 2017.

The proposed easement has been favorably reviewed by the City Attorney (Beth Saarela's August 25, 2017 letter) and is recommended for approval.

**RECOMMENDED ACTION:** Acceptance of a streambank maintenance easement for a property along Ingersol Creek as part of the streambank restoration project (Parcel 50-22-25-153-030).

# Bishop Creek/Ingersol Creek Streambank Stabilization

## Location Map



Map Author: J. Mathias  
 Date: 9/1/17  
 Project: Bishop/Ingersol Streambank  
 Version #: v1.0

**Map Legend**

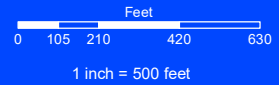
— 20' Proposed Easement

— Waterways



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

**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.





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 25, 2017

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

**Re: *Bishop Creek and Ingersol Creek Streambank Restoration  
Easement for Streambank Maintenance***

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find the following original Easement for Streambank Maintenance for the Bishop Creek and Ingersol Creek Streambank Restoration Project as acquired through Spalding DeDecker on the City's behalf with the assistance of First ROW:

- Michowski – Parcel 22-25-153-030 – 23199 W. Lebost

The above permanent easement was donated by the property owner with respect to the City's project. The Easement appears to be properly executed and consistent with the last deed of recorded for the subject property.

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

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

George Melistas, Engineering Senior Manager

August 25, 2017

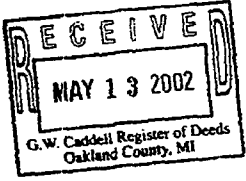
Page 2

EKS

Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosures)
- Aaron Staup, Construction Engineer (w/Enclosures)
- Joey Mathias, Graduate Engineer (w/Enclosures)
- Taylor Reynolds, Spalding DeDecker (w/Enclosures)
- Margaret Stekettee, First ROW (w/Enclosures)
- Thomas R. Schultz, Esquire (w/Enclosures)

LIBER 25716 529



228303  
LIBER 25716 PAGE 529  
\$7.00 DEED - COMBINED  
\$2.00 REMOURNMENTATION  
05/23/2002 08:40:35 A.M. RECEIPT# 42921  
PAID - RECORDED - OAKLAND COUNTY  
G.WILLIAM CADDELL - CLERK/REGISTER OF DEEDS

**QUIT CLAIM DEED Statutory Form For Individuals**

THE GRANTOR(S) CLARENCE MICHOWSKI, a married man  
whose address is 23199 West Lebst, Novi, MI 48375

Quit Claims to:

CLARENCE MICHOWSKI and TERRI LEE MICHOWSKI, his wife  
whose address is 23199 West Lebst, Novi, MI 48375

Land in the city of Novi, County of Oakland, State of Michigan, more fully described as:

Lot 151 Willowbrook Estates Subdivision No. 2, as recorded in Liber 77, Pages 4 and 5 of Plats,  
Oakland County Records.

More commonly known as 23199 West Lebst, Novi, Michigan 48050

77004

subject to easements and use restrictions and zoning ordinances of record, if any.

County Transfer Tax Exemption: MCLA 207.505(i)  
State Transfer Tax Exemption: MCLA 207.526(i)

Dated: May 2, 2002

Signed and Delivered in Presence of:

Colleen A. Atwood  
Colleen A. Atwood

Clarence Michowski  
CLARENCE MICHOWSKI

Lauri A. Benitz  
Lauri A. Benitz

STATE OF MICHIGAN  
COUNTY OF OAKLAND

On this date, May 2, 2002, before me personally appeared CLARENCE MICHOWSKI, a married man, who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Lauri A. Benitz  
Lauri A. Benitz, Notary Public  
Oakland County, Michigan  
My commission expires: 08-09-2005

Instrument drafted by NORMA MACIAS, UAW-Ford Legal Services Plan, 29600 Wixom Road, Wixom, Michigan 48393, (248) 669-3860

Return to and send subsequent tax bills to:  
CLARENCE MICHOWSKI and TERRI LEE MICHOWSKI, 23199 West Lebst, Novi, MI 48375

Tax Parcel #: 22-25-153-030  
Recording Fee: \$9  
Transfer Tax: Exempt

O.K. - MH

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**EASEMENT FOR STREAMBANK MAINTENANCE**  
**NOT FOR WALKWAY**

THIS EASEMENT made this 31<sup>st</sup> day of July, 2017, by Clarence Michowski and Terri Lee Michowski, his wife, whose address is 23199 W. Le Bost Drive, Novi, MI. 48375, (hereinafter referred to as "Grantor"), being title holder and developer of the property described in the attached and incorporated, Exhibit A, (hereinafter referred to as the "Property").

Grantor, in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does reserve and grant, on behalf of itself, it heirs, successors, assigns and transferees, a private, non-exclusive, perpetual easement for purposes reconstruction and on-going preservation and maintenance of the streambank over, upon, across, in, and through, the Property, which easement is described and depicted, as stated in the attached and incorporated Exhibit A (hereinafter referred to as the "Easement Area") to the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee").

As a result of the reconstruction of the streambank for the purpose of stabilizing it and preventing further erosion, the City installed streambank stabilization measures including but not limited to Vegetative Mechanically Stabilized Earth, Vegetative Rip-Rap, Live Staking/Joint Planting, Live Crib Walls, and Log Vanes (the "Stabilization Improvements"), which the City will maintain and repair, from time-to-time, as needed.

This easement is for the benefit of the Property and all heirs, successors, assigns and transferees of the Property and the City of Novi (hereinafter referred to as "Grantees").

The Grantor shall maintain the Easement Area, so at all times, it continues to function as intended. The Grantor, shall be prohibited from altering or placing anything in the Easement Area which shall obstruct or impede, damage or interfere with the Stabilization Improvements. 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 Area, or to develop or allow the development of the Easement Area in any manner which removes, damages, impedes or obstructs the Stabilization Improvements without prior written approval from the City, or, alternatively, as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, which improvements do not interfere with use, operation, and maintenance, of the Easement Area.

The City, and it agents and employees shall be permitted to enter upon the Easement Area and sufficient land adjacent to said Easement Area for the purpose of exercising the rights and privileges granted herein.

This Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area.

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.

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 is exempt from transfer taxes under MCLA 207.505(a) and MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned Grantor has affixed their signature this 31<sup>st</sup> day of July, 2017.

GRANTOR: Clarence Michowski and Terri Lee Michowski, his wife

Clarence Michowski  
Clarence Michowski

Terri Lee Michowski  
Terri Lee Michowski

STATE OF MICHIGAN )  
                                  )SS  
COUNTY OF OAKLAND)

On this 31<sup>st</sup> day of July, 2017, before me, personally appeared the above named Clarence Michowski and Terri Lee Michowski, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Margaret Ann Stekettee  
Notary Public, Kent County, MI  
My commission expires 1.9.2020  
Acting in Oakland County, MI.

THIS INSTRUMENT DRAFTED BY:  
ELIZABETH K. SAARELA  
JOHNSON, ROSATI, SCHULTZ & JOPPICH  
27555 EXECUTIVE DRIVE, SUITE 250  
FARMINGTON HILLS, MI 48331

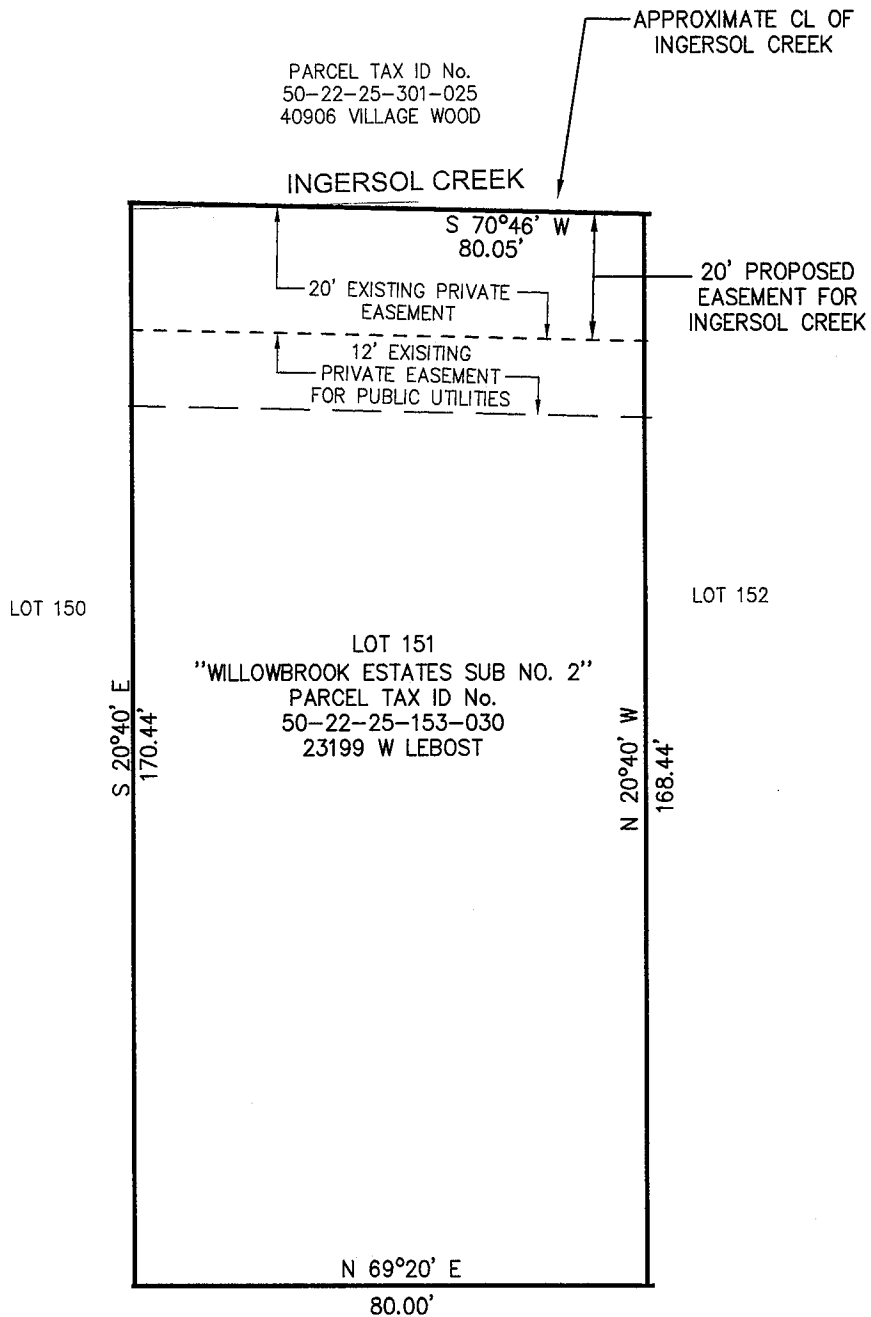
WHEN RECORDED, RETURN COPY TO:  
CORTNEY HANSON, CLERK, CITY OF NOVI  
45175 TEN MILE RD, NOVI, MI 48375

MARGARET ANN STEKETEE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF KENT  
MY COMMISSION EXPIRES Jan 9, 2020  
ACTING IN COUNTY OF oakland

# EXHIBIT A

**NOTE:**

SDA HAS NOT PERFORMED A BOUNDARY SURVEY OF THIS PARCEL AND THE PARCEL DESCRIPTION DOES NOT NECESSARILY REFLECT FIELD-MEASURED VALUES. THE EASEMENT DESCRIPTION IS WRITTEN BASED UPON THE RECORD DESCRIPTION OF THIS OVERALL PARCEL.



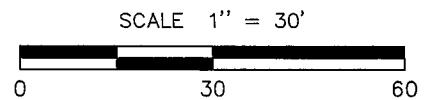
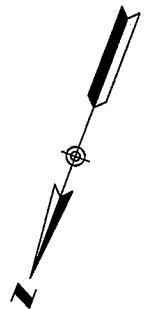
**W. LE BOST DRIVE 60' WIDE**

**PROPERTY DESCRIPTION**

LOT 151 OF "WILLOWBROOK ESTATES SUBDIVISION No. 2" OF PART OF NORTHWEST 1/4 OF SECTION 25, TOWN 1 NORTH, RANGE 8 EAST, NOVI TOWNSHIP (NOW CITY OF NOVI), OAKLAND COUNTY, MICHIGAN. AS RECORDED IN LIBER 35, PAGE 961.

**EASEMENT FOR INGERSOL CREEK (NOT FOR WALKWAY)**

A 20 FOOT WIDE EASEMENT FOR INGERSOL CREEK BEING DESCRIBED AS THE SOUTHERLY 20 FEET OF LOT 151 OF "WILLOWBROOK ESTATES SUBDIVISION No. 2" OF PART OF NORTHWEST 1/4 OF SECTION 25, TOWN 1 NORTH, RANGE 8 EAST, NOVI TOWNSHIP (NOW CITY OF NOVI), OAKLAND COUNTY, MICHIGAN. AS RECORDED IN LIBER 35, PAGE 961.



REVISED 07-25-17  
REVISED 03-16-17



905 South Blvd. East Phone: (248) 844-5400  
Rochester Hills, MI 48307 Fax: (248) 844-5404  
www.sda-eng.com

DRAWN: B. ALLEN	DATE: 12-07-16
CHECKED: T. LINDOW	DATE: 12-07-16
MANAGER: D. RICHMOND	SCALE: 1" = 30'
JOB No. NV15002	SHEET: 1 OF 1
SECTION 25 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI