

# CITY of NOVI CITY COUNCIL

Agenda Item N December 21, 2015

SUBJECT: Approval of a resolution terminating a portion of an existing water main easement (recorded at Liber 10421, Page 493, Oakland County Records) at the request of Novi Crescent 2, LLC, as part of the Novi Crescent Phase II Development located north of Crescent Boulevard and west of Novi Road (parcel 22-15-476-048).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL:

### **BACKGROUND INFORMATION:**

Novi Crescent 2, LLC, the developer of Novi Crescent Phase II located north of Crescent Boulevard and west of Novi Road (parcel 22-15-476-048), has requested the termination of portions of the on-site water main easement. The utility previously located in this area has been relocated as part of the project and placed in a new easement, which has been recorded at Liber 48871, Page 688. As such, the applicant has requested that the City terminate and vacate the existing water main easement. The existing easement was recorded at Liber 10421, Page 493 with the Oakland County Register of Deeds.

The enclosed resolution for authorizing the termination of a portion of the existing water main easement in which the utility was abandoned has been prepared for consideration. The proposed easement has been favorably reviewed by the City Attorney (Beth Saarela's letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a resolution terminating a portion of an existing water main easement (recorded at Liber 10421, Page 493, Oakland County Records) at the request of Novi Crescent 2, LLC, as part of the Novi Crescent Phase II Development located north of Crescent Boulevard and west of Novi Road (parcel 22-15-476-048).

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Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

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Council Member Markham				
Council Member Mutch				
Council Member Wrobel				





Amended By: Date:

# MAP INTERPRETATION NOTICE

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 allicensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to





# City of Novi

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





# RESOLUTION OF THE CITY COUNCIL AUTHORIZING TERMINATION OF WATER MAIN EASEMENT

## RECITATIONS UNDERLYING THIS RESOLUTION:

The easement for operating, constructing, maintaining and repairing a water main granted to the City of Novi (the "City") whose address is 45175 Ten Mile Road, Novi, Michigan 48375, which easement is located in Section 15 of the City of Novi, as described on the attached and incorporated Exhibit A is the subject matter of this Resolution, and shall be referred to herein as the "Easement".

The owner of the property described in the attached and incorporated Exhibit B, upon which the Easement is located (the "Property"), granted an easement dated January 14, 1988, recorded on May 23, 1988 at Liber 10421, Page 493, Oakland County Records, for a public water main, as set forth in the attached an incorporated hereto as Exhibit A. Subsequently, the layout of the Property was changed in accordance with an amended site plan for the Property. The portions of the existing water main and attached hydrant were abandoned when a new water main serving the site was constructed. The abandoned water main and hydrant area are no longer required to be maintained as a public water main easement. As such, the City has offered to terminate and vacate the existing easement. Any costs associated with terminating the easement shall be the Owner's expense.

The appropriate City Officials have investigated the need to maintain the Easement for the benefit of the City's public water system, for the benefit of the Property, and/or for the benefit of surrounding properties. The City Officials have determined it is not necessary to maintain the Easement in the location shown on Exhibit A, and hereby agree to terminate it.

# NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

I. The water main easement described in the attached and incorporated Exhibit A, located in Section 15 of the City, described in the Easement which is recorded at

Liber 10421, Page 493, Oakland County Records, for operating, constructing, maintaining and repairing a water main, be terminated as shown.

2. This Resolution shall be recorded with the Oakland County Register of Deeds evidencing the termination called for herein.

AYES: NAYES: ABSTENTIONS:	
Resolution declared adopted.	
STATE OF MICHIGAN	) ) aa
COUNTY OF OAKLAND	) ss. )
	ne foregoing is a true and correct copy of a Resolution adopted by of Novi at the regular meeting held on,
	MARYANNE CORNELIUS, CITY CLERK

Drafted by: Elizabeth Saarela Johnson, Rosati, Schultz & Joppich 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331 (248) 489-4100

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

# EXHIBIT A

KHON ALL NEN BY THESE PRE	SERTS, that Bob Evans Farms, Inc	
3776 South High Street	Columbus, Ohio 43207	
	• •	
hereinafter called the G	entor, does hereby donate as a gift to the City of	
Movi, a Hichigan Huntcipe	Corporation,	
hereinafter cailed the Ci	ty, whose address is 45225 West Ten Hile Road, Nov	١,
Michigan 48050, being exe	upt pursuant to MCL 207.505(a), easements for	
constructing, operating,	maintaining, repairing and/or replacing b.	
water supply system	across and through the following describ	bed
land situated in Section	5, T.1N., R.SE., City of Novi, Oakland County,	
Michigan, to wit:	A#36 REG/DEEDS PAID 0001 MAY.23'88 01:29PM 1307 MISC 7.00	
	1100	

A permanent easement being more particularly described as follows:

The following is the description of a parcel of land located in the Southwest 1/4 of Section 15% Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 15; thence South 02 degrees 07 minutes 02 seconds East 1317.38 feet, along the East Line of said Section 15 and the Centerline of Novi Road; thence South 87 degrees 22 minutes 58 seconds West 60.00 feet: thence South 02 degrees 07 minutes 02 seconds East 135.78 feet, along the Westerly line of Novi Road, to the Point of Beginning; thence South 02 degrees 07 minutes 02 seconds East 20.40 feet, along the Westerly line of said Novi Road; thence North 80 degrees 46 minutes 09 seconds West 56.68 feet; thence North 09 degrees 13 minutes 51 seconds Fast 20.00 feet; thence South 80 degrees 46 minutes 09 seconds East 52.67 feet, to the Point of Beginning.

The above described paycel of land contains 1090 square feet.

Said essement being over and across the following described parcel.

#### LEGAL DESCRIPTION

All that part of the following described Tract "A" which lies Westerly of a line described as: Commencing at the East quarter corner of Section 15, TlN, R8E, City of Novi, Oakland County, Michigan; thence South 02° 07' 02" East, 1643.11 feet; thence South 87° 52' 58" West, 60.00 feet to the point of beginning; thence North 02° 07' 02" West, 326.33 feet; thence North 51° 28' 13" West, 200.14 feet to a point of ending.

TRACT A

#W)

Part of the Southeast Quarter of said Section 15 described as: Commencing at the East quarter corner of said Section 15; thence South 0° 10' 30" East, along the East line of said Section 15; a distance of 1216.87 feet to the point of beginning; thence continuing South 0° 10' 30" East, 100.00 feet; thence South 89° 30' West, along the North line of Supervisor's Plat No. 4 of Novi, 406.99 feet to a concrete conument in the North line of said Supervisor's Plat No. 4 of Novi; thence North 00° 21' 50" West, 100.00 feet to a "T" iron; thence North 89° 30' East, 407.32 feet to the point of beginning.

ALSO, Lot 1, EXCEPT the South 160 feet thereof,

ALSO, Lot 1, EXCEPT the South 160 feet thereof, Supervisor's Plat No. 4, a subdivision of part of the Southeast Quarter of Section 15, and part of the Northeast Quarter of Section 22, TIN, RSE, Novi Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 54A of Plats, Page 1815.

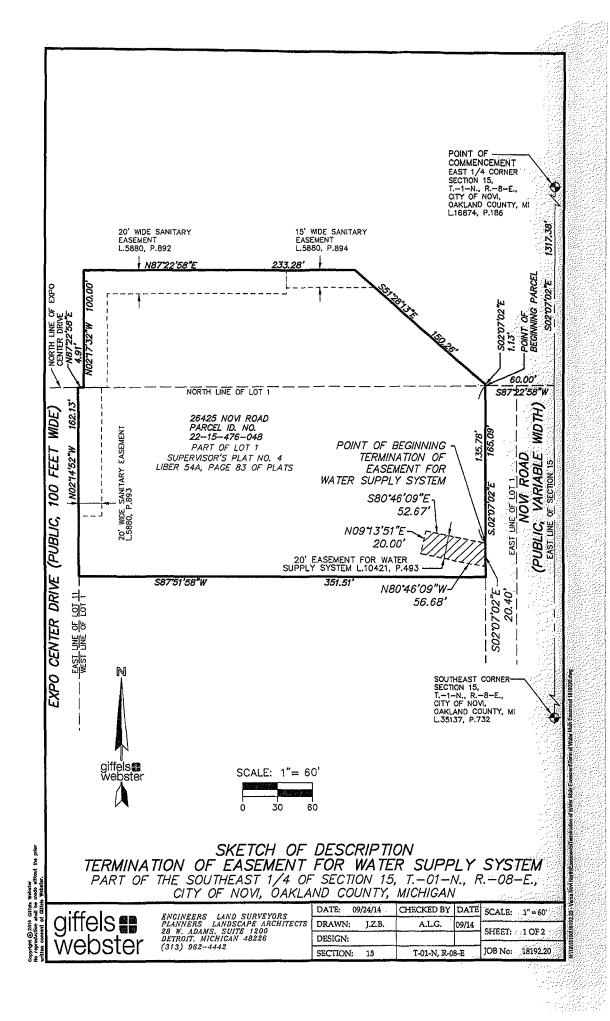
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shall indumnify and save Harmiess, t detriments, demages, lesses, Claims, which the Grantor may suffer, sustai	inting of this Easement, the City of Novi ine Grantor, from and against any and all dumand suits, costs, or other expenses m, or ce subject to caused either wholly by reason of the use of the above premises no
The promises to disturbed by reason powers shall be reasonably restored	of the exercise of any of the foregoing to its original condition by the City.
This instrument shall be binding upo hereto, their heirs, rapresentatives	n and inure to the benefit of the parties . successors, and assigns.
Dated this 14th	day of January 19 Rg.
Witnesses:	Signed and Sealed:
~102117W.	(3) Bob Evans Farms, Inc
John Rt Miller	
Janet S. Kathlurn	(1) ey: W. You priesenbrow (1.5.)
anet G. Rathburn	W. Joe Griesenbrock Vice President
	(2) Its: Director of Construction
	(1) 84: Larry Clorker (L.S.)
	Larry C. Corbin :
	Con Italia Commadiana
	(2) Its: Operations & Dovelopment
January 19	88 , by (1) W. Joe Griesenbrock , Vice President.
Director of Construction - Larry C.	Corbin, Sr. Vice President, Director of Operation
, (3) Bob I	Evans Farms, Inc. & Development
(4) an Ohio	
	Corporation on Mehalf of said
corporation.	Corporation on behalf of said
MOTE: Insert at (1) - Name(s) of aff (2) - Title(s) of a (3) - Name of corpo (4) - State of incomparison (4) - Sta	
MOTE: Imsert at (1) - Name(s) of of (2) - Title(s) of or (3) - Name of corpor (4) - State of incomparation of the corpor (4) - State of incomparation of t	ficer(s)  fficer(s)  ration  rporation  Vicki fathburn  Vicki Rathburn , notary NUBIC
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MOTE: Insert at (1) - Name(s) of of (2) - Title(s) of or (3) - Name of corpor (4) - State of incompared to the corpor (4) - St	ficer(s) fricer(s) ration rporation  Vick Rathburn Vick Rathburn Franklin County,  W Commission Expires:  Ottobur 23, 1989
MOTE: Imsert at (1) - Name(s) of of (2) - Title(s) of or (3) - Name of corpor (4) - State of incomparation of the corpor (4) - State of incomparation of t	ficer(s) fficer(s) fficer(s) ration reporation  Vicks Rathburn Motary Millie Franklin County, My Commission Expires: Ottoka 33, 1989

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# EXHIBIT B



## PROPERTY DESCRIPTION

(BASED ON TAX DESCRIPTION FOR PARCEL IDENTIFICATION NUMBER 22-15-476-048)

LAND LOCATED IN TOWN 1 NORTH, RANGE 8 EAST, PART OF THE SOUTHEAST 1/4 OF SECTION 15, ALSO PART OF LOT 1 OF "SUPERVISOR'S PLAT NO. 4" LIBER 54A, PAGE 83 OF PLATS, ALL DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF NOVI ROAD DISTANT S.02'07'02"E., 1317.38 FEET AND S.87'22'58"W., 60.00 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE S.02'07'02"E., 165.09 FEET; THENCE S.87'51'58"W., 351.51 FEET; THENCE N.02'14'52"W., 162.13 FEET; THENCE N.87'22'58"E., 4.91 FEET; THENCE N.02'17'32"W., 100.00 FEET; THENCE N.87'22'58"E., 233.28 FEET TO THE SOUTHERLY LINE OF I-96; THENCE S.51'28'13"E., 150.26 FEET TO THE WESTERLY LINE OF NOVI ROAD; THENCE S.02'07'02"E., 1.13 FEET TO THE POINT OF BEGINNING.

# TERMINATION OF EASEMENT FOR WATER SUPPLY SYSTEM

(EASEMENT FOR WATER SUPPLY SYSTEM RECORDED IN LIBER 10421, PAGE 493, OAKLAND COUNTY RECORDS)

(A PART OF PARCEL IDENTIFICATION NUMBER 22-15-476-048)

A TERMINATION OF EASEMENT FOR WATER SUPPLY SYSTEM, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE FOLLOWING IS THE DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 (RECORDED AS SOUTHWEST 1/4) OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE SOUTH 02 DEGREES 07 MINUTES 02 SECONDS EAST 1317.38 FEET, ALONG THE EAST LINE OF SAID SECTION 15 AND THE CENTERLINE OF NOVI ROAD; THENCE SOUTH 87 DEGREES 22 MINUTES 58 SECONDS WEST 60.00 FEET; THENCE SOUTH 02 DEGREES 07 MINUTES 02 SECONDS EAST 135.78 FEET ALONG THE WESTERLY LINE OF NOVI ROAD, TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 07 MINUTES 02 SECONDS EAST 20.40 FEET, ALONG THE WESTERLY LINE OF SAID NOVI ROAD; THENCE NORTH 80 DEGREES 46 MINUTES 09 SECONDS WEST 56.68 FEET; THENCE NORTH 09 DEGREES 13 MINUTES 15 SECONDS EAST 20.00 FEET; THENCE SOUTH 80 DEGREES 46 MINUTES 09 SECONDS EAST 52.67 FEET, TO THE POINT OF BEGINNING.

SKETCH OF DESCRIPTION

TERMINATION OF EASEMENT FOR WATER SUPPLY SYSTEM

PART OF THE SOUTHEAST 1/4 OF SECTION 15, T.-01-N., R.-08-E.,

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

giffels mebster

ENCINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS 28 W. ADAMS, SUITE 1200 DETROIT, MICHICAN 48226 (313) 962-4442

DATE:	09/24/14	CHECKED BY	DATE	SCALE: N/A
DRAWN:			00/14	SHEET: 2 OF 2
DESIGN:				SHEET: 2 OF 2
SECTION	: 15	T-01-N, R-0	8-E	JOB No: 18192.20

0238827

LIBER 48871 PAGE 688 \$31.00 MISC RECORDING \$4.00 REMONUMENTATION 12/10/2015 09:57:10 AM RECEIPT# 146324 PAID RECORDED - Oakland County, MI Lisa Brown, Clerk/Register of Deeds

SIER OF DEEDS SIEC -7 AM 9: 54

New Easement as Recorded

# **WATER SYSTEM EASEMENT**

2015 by Novi Crescent 2, LLC, a Michigan limited liability company, whose address is 25900 West Eleven Mile Road, Suite 250, Southfield, Michigan 48034, (hereinafter referred to as "Grantor"), being title holder to the parcel of land described in the attached Exhibit A (the "Property").

Grantor, 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 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the real property described in the attached Exhibit B (the "Easement Area"), subject to the terms and conditions in this Easement, for the purpose of exercising the rights and privileges granted in this Easement and for performing the obligations of Grantee provided in this Easement.

QP P

Grantee may install, repair, replace, improve, modify and maintain water main lines and system, and all necessary appurtenances thereto, within the Easement Area, at Grantee's expense, subject to: (i) any applicable warranty period in the Maintenance and Guarantee Bond related to the development of the Property; and (ii) Grantee being the cause of any necessary repairs, it being understood and agreed that Grantor, and not Grantee, shall be responsible for any repairs arising from damage caused by Grantor.

.. 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 Easement Area, except that, subject to Grantee's reasonable approval as part of an approved site plan, 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 the use, operation, maintenance, repair and replacement of the water main in the Easement Area.

## LIBER 48871 PAGE 689

By acceptance of this Easement, Grantee agrees that subsequent to maintenance, repair or replacement within the easement area, it willwithin a reasonable time, return the surface of the Easement Area to the condition which existed prior to any entry upon the Easement Area by or on behalf of Grantee.

This instrument shall run with the land described in the attached Exhibit A and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This instrument is exempt from documentary stamps under MCL 207.505, Section 5(a) as amended, and MCL 207.526 Section 6 (a), as amended, because the value of the consideration above set forth above is less than \$100.00.

# (signatures are on next page)

		GRANTOR:
		Novi Crescent 2, LLC, a
<u> </u>		Michigan limited liability company
		By:
	·	Its: Manager
ı		ts: Manager
STATE OF MICHIGA	<del>\</del> N-}	
	) ss.	
COUNTY OF OAKLA	, +	
	,	
On this	May of October	20 <b>/5</b> before me, personally appeared
the above na		the VOLLOGEV o
		known to be the person described in and who
		knowledged that they executed the same as
	egonig mistrament and act	mowiedged that they executed the same as
- Tee act a		
<del></del>	LISA A DAVIS	A Chicago Princip
	Notary Public - Michigan	- Comment and
	Oakland County	Notary Public,
	My Commission Expires Feb 21, 2020	Acting in Oakland County, MI
	Acting in the County of	A rectify in Contains Country, in

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

AND WHEN RECORDED RETURN TO:

Maryanne Cornelius, Clerk 45175 Ten Mile Novi, Michigan 48375

### **CONSENT TO EASEMENT**

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated October 22 2015, attached hereto and incorporated as Exhibit A, whereby Novi Crescent 2, LLC, a Michigan limited liability company grants and 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 23 day of october 205.

THE HUNTINGTON NATIONAL BANK, a
National banking association

By:

(Print Name:
Its:

Kristine Dobbeck Authorized Signer

STATE OF MICHIGAN )

) ss.

**COUNTY OF OAKLAND** 

The foregoing Consent to Easement was acknowledged before me this 3 day of Continue 10 the first to 10 South of Hills a Michigan No tonce 10 the first of 10 t

Lisa A Phoenix
Notary Public-Michigan
Macomb County
My Commission Expires 01-02-2021
Acting in Add County

