



CITY OF NOVI CITY COUNCIL
JUNE 20, 2022

SUBJECT: Approval of the proposed Consent Judgment in the matter of City of Novi v RTN Holdings. (Acquisition of Sidewalk Easement) - Oakland County Circuit Court Case No. 2020-184518-CC, the Honorable Phyllis McMillen.

SUBMITTING DEPARTMENT: City Attorney

BACKGROUND INFORMATION:

The City filed this case pursuant to the Uniform Condemnation Procedures Act (UCPA) to acquire an easement for the construction of a sidewalk along the west side of Meadowbrook Road south of Eleven Mile in connection with the streambank stabilization project along Bishop Creek. The sidewalk was proposed to be an 8-foot wide concrete sidewalk and will cross the frontage of 25715 Meadowbrook Road, and has now been constructed.

The City and the property owner have been able to finalize the terms of settlement including the variances identified by Community Development that are needed for placement of the new signage, and total just compensation.

The terms of settlement including the following substantive components:

JUST COMPENSATION:

Total just compensation in the amount of Sixty-Four Thousand Six Hundred and Sixty-Nine and 36/100 (\$64,669.36) Dollars, inclusive of all costs and fees, consisting of the following components:

1. Sidewalk Easement Value - \$8,125.35 (which has already been paid)
2. New Signage - \$36,527.60
3. Expert Witness Fee - \$7,962.50
4. Attorney's Fee - \$12,053.91

SIGN VARIANCES

- **Number of signs- Variance of 1 Additional Ground Sign:** Proposed (2) signs to replace the existing (2) nonconforming signs /(1) sign allowed (variance from table in 28-5 that allows maximum of (1) ground sign for the property)

- **Height of signs – Variance of 7.17 Feet:** Proposed 13.17 feet high/6 feet allowed/variance of 7.17 feet (Table in 28-5)
- **Sign area – Variance of 10.5 square feet per sign:** Proposed 48 square feet of sign area proposed per face/37.5 square feet allowed based on 75 foot setback from center line of Meadowbrook Rd. /Variance for additional 10.5 square feet per face from Section 28-5(b)(2)
- **Sign Type – Variance to allow Pole Sign:** Proposed Pole signs/Ground (monument) sign allowed (Variance from Section 28-1(7)) as base is lesser width than the sign face

RECOMMENDED ACTION:

Approval of the proposed Consent Judgment in the matter of City of Novi v RTN Holdings. (Acquisition of Sidewalk Easement) - Oakland County Circuit Court Case No. 2020-184518-CC, the Honorable Phyllis McMillen, authorizing the City Attorney to make any minor revisions as may be required by the Court for entry of the Consent Judgment.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

CITY OF NOVI, a Michigan Municipal Corporation,

Plaintiff,

vs.

Case No. 2020-184518-CC
Hon. Jeffrey S. Matis

RTN HOLDINGS, LLC, a Michigan limited liability company, BIOTECH HOLDINGS & REAL ESTATE, LLC, a Michigan limited liability company, JADO IV L.L.C., a Michigan limited liability company, NOVI ENTERPRISES, LLC, a Michigan limited liability company, OAKLAND COUNTY WATER RESOURCE COMMISSIONER, MARQUE CORPORATE CENTER BUSINESS CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation,

Defendants

ROSATI, SCHULTZ, JOPPICH,
& AMTSBUECHLER P.C.
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**CONSENT JUDGMENT AS TO
DEFENDANT RTN HOLDINGS, LLC**

At a session of said Court held in the City of Pontiac,
County of Oakland, State of Michigan on _____

PRESENT: The Honorable _____
Circuit Court Judge

This matter is before the Court pursuant to the filing of a Complaint by Plaintiff, City of Novi, ("Novi") for the acquisition of property, to install a sidewalk along the west side of Meadowbrook Road north of Eleven Mile through portions of the Property located at 25715 Meadowbrook Road, Parcel No. 22-23-226-020 described as follows:

Parcel of land situated in the NE 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at a point on the East line of said Section 23, also being the centerline of Meadowbrook Road, distant S 00°22'43" W 963.55 feet from the NE corner of said Section 23, and proceeding thence along the East line of said Section 23, also being the centerline of Meadowbrook Road, S 00°22'43" W 165.0 feet; thence N 89°37'17" W 367.0 feet; thence N 00°22'43" E 165.0 feet; thence S 89°37'17" E 367.0 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

(hereinafter the "Property"). and the Court being fully advised in the premises:

WHEREAS, on November 16, 2020, Novi filed a Complaint seeking acquisition of a permanent Sidewalk Easement over the Property, described as follows:

SIDEWALK EASEMENT

A variable width easement for sidewalk being part of land situated in the NE 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the NE 1/4 corner of said Section 23; thence S 00°22'43" W 963.55 feet along the East line of said Section 23 and the centerline of Meadowbrook Road; thence N 89°37'17" W 33.0 feet along the North line of said parent parcel to a point on the West right of way line of Meadowbrook Road, also being the Point of Beginning; thence S 00°22'43" W 165.0 feet along the West right of way line of Meadowbrook Road; thence N 89°37'17" W 4.14 feet along the South line of said parent parcel; thence N 00°02'38" W 165.0 feet; thence S 89°37'17" E 5.36 feet along the North line of said parent parcel to the Point of Beginning.

Contains 783 square feet or 0.018 acres of land, more or less. Subject to all easements and restrictions of record, if any.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

WHEREAS, Novi has agreed to pay fee title owner of the Property, Defendant, RTN HOLDINGS, LLC, total just compensation in the amount of Sixty-Four Thousand Six Hundred and Sixty-Nine and 36/100 (\$64,669.36) Dollars, inclusive of all costs and fees, consisting of the following components:

1. Sidewalk Easement Value - \$8,125.35 (which has already been paid)
2. New Signage - \$36,527.60
3. Expert Witness Fee - \$7,962.50
4. Attorney's Fee - \$12,053.91

in resolution of this matter as to Defendant, RTN HOLDINGS, LLC.

WHEREAS, Novi has agreed to grant variances to the Property with respect to the placement and size of the proposed new signage, as follows:

- **Number of signs- Variance of 1 Additional Ground Sign:** Proposed (2) signs to replace the existing (2) nonconforming signs /(1) sign allowed (variance from table in 28-5 that allows maximum of (1) ground sign for the property)
- **Height of signs – Variance of 7.17 Feet:** Proposed 13.17 feet high/6 feet allowed/variance of 7.17 feet (Table in 28-5)
- **Sign area – Variance of 10.5 square feet per sign:** Proposed 48 square feet of sign area proposed per face/37.5 square feet allowed based on 75 foot setback from center line of Meadowbrook Rd. /Variance for additional 10.5 square feet per face from Section 28-5(b)(2)
- **Sign Type – Variance to allow Pole Sign:** Proposed Pole signs/Ground (monument) sign allowed (Variance from Section 28-1(7)) as base is lesser width than the sign face

Based on maximum (2) feet distance between faces on each sign and locations at least 75 feet from center line of Meadowbrook per attachments to March 9 letter.

Sign, Building (foundation) and Electrical Permits and inspections approvals will be required. Foundation/post detail and calculations signed/sealed by Michigan Licensed Design Professional will be required for permits.

IT IS ORDERED AND ADJUDGED:

1. Title to the permanent Sidewalk Easement described in Exhibit A, is hereby confirmed to have vested with the Novi on November 6, 2020, the date the Complaint was filed.

2. Physical possession of the property rights as set forth in the Easement was surrendered to Novi as of February 10, 2021, the date that the Order Transferring Title to and Possession of Property, Surrender Possession, Distribute Estimated Just Compensation and Request a Scheduling Order, was entered by this Court.

3. Plaintiff shall pay to Defendant total just compensation of Sixty-Four Thousand Six Hundred and Sixty-Nine and 36/100 (\$64,669.36) Dollars, \$8,125.35 of which has already been paid, which amounts represent full and final payment of just compensation, inclusive of any and all costs, witness fees, attorney fees, interest, and any other costs that may be owed under the Uniform Condemnation Procedures Act or any other law.

4. Payment of the just compensation shall be made as follows:

a. A check in the amount of \$36,527.60 shall be made payable to RTN Holdings, LLC within thirty (30) days of entry of this Consent Judgment.

b. A check in the amount of \$20,016.1 shall be made payable to ROBERT S. ROLLINGER, P.C. within thirty (30) days of entry of this Consent Judgment.

5. Plaintiff hereby grants to Defendant the following variances with respect to the Property:

- **Number of signs- Variance of 1 Additional Ground Sign:** Proposed (2) signs to replace the existing (2) nonconforming signs /(1) sign allowed (variance from table in 28-5 that allows maximum of (1) ground sign for the property)
- **Height of signs – Variance of 7.17 Feet:** Proposed 13.17 feet high/6 feet allowed/variance of 7.17 feet (Table in 28-5)
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1. Restoration. If upon complete installation and construction of the Project, the Defendant's property has been affected by said installation and construction, Plaintiff shall, at its sole cost and expense, restore the property to a condition as good as its condition prior to such work. Such restoration shall include, without limitation, the landscaping and other improvements as shown in the Construction Plans/Final Construction Plans. Such restoration shall occur not later than sixty (60) days after completion of installation and construction or any such work performed upon the property. If, however, weather conditions and/or local frost laws prevent the timely restoration of the Property such restoration shall occur not later than the first growing season after completion of the work performed.

2. This Consent Judgment resolves all claims that Plaintiff and Defendant, RTN Holdings, LLC, may have against each other by reason of or arising out of the taking in this action and closes the case.

The parties having stipulated to entry of this Consent Judgment as evidenced by the signatures of their respective counsel below, and the Court being otherwise adequately advised in the premises. This Judgment does not resolve the last pending claim in this proceeding.

Hon. Jeffrey S. Matis
Circuit Court Judge

STIPULATION FOR ENTRY OF JUDGMENT

The parties, by and through undersigned counsel, hereby stipulate to the entry of this Consent Judgment, this ___th day of June, 2022.

ROSATI SCHULTZ JOPPICH & AMTSBUECHLER
PC

ROBERT S. ROLLINGER, P.C.

/s/ Elizabeth K. Saarela
Elizabeth K. Saarela (P60265)
Attorneys for Plaintiff

Robert S. Rollinger (P27237)
Attorney for RTN Holdings