CITY of NOVI CITY COUNCIL



Agenda Item E June 19, 2017

SUBJECT: Acceptance of eight streambank maintenance easements for properties along Bishop Creek and Ingersol Creek as part of the streambank restoration project (Parcels 22-25-126-034, 22-25-126-023, 22-25-126-033, 22-25-126-004, 22-25-126-031, 22-25-126-008, 22-25-126-028 and 22-25-126-003).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM



BACKGROUND INFORMATION:

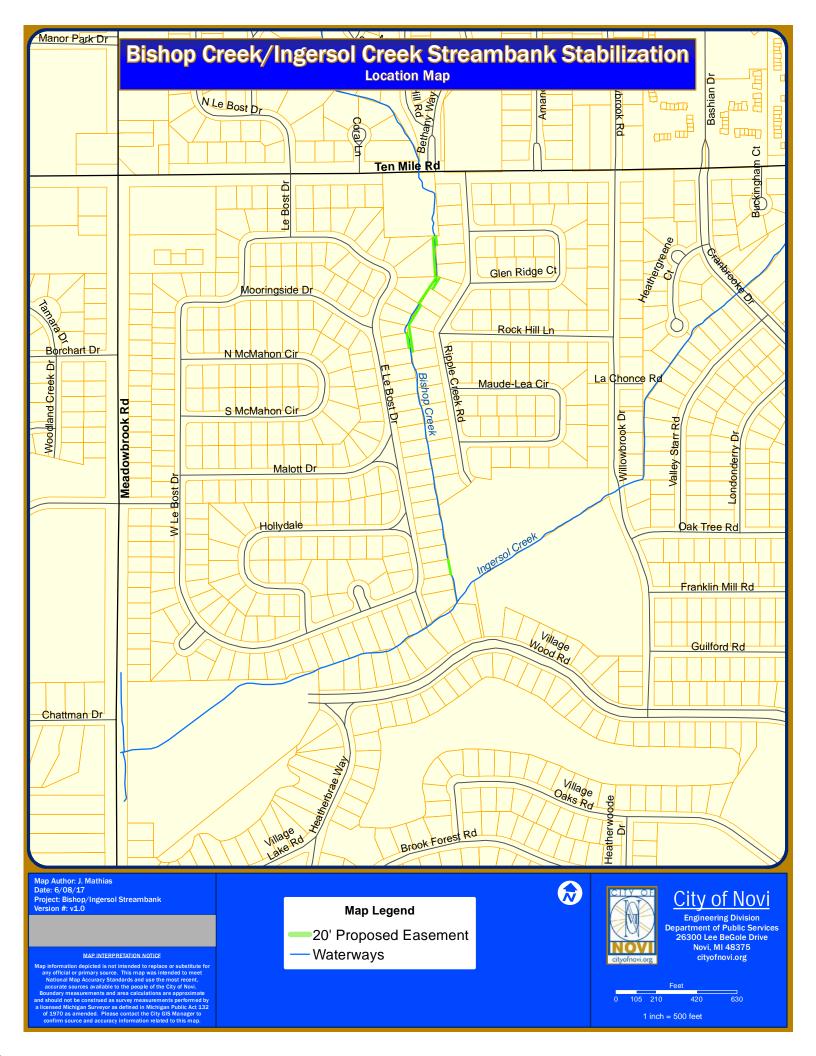
The Bishop Creek and Ingersol Creek streambank project involves the restoration and stabilization of multiple locations along Bishop Creek south of Ten Mile and along Ingersol Creek between Bishop Creek and Meadowbrook Road where streambank erosion has occurred. The 2013 Stormwater Master Plan identified these areas 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 are eight proposed easements for streambank maintenance. Each easement consists of a twenty-foot-wide easement that overlaps the existing private easement.

Spalding DeDecker, the City's engineering consultant, and their right-of-way (ROW) acquisition consultant, First ROW, are assisting the Engineering Division with the design and construction engineering services and the easement acquisitions for this project.

The timing of construction for this project will be dependent upon acquisition of the remaining easements required but is expected to be completed in the late fall 2017.

The proposed easements have been favorably reviewed by the City Attorney (Beth Saarela's June 5, 2017) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of eight streambank maintenance easements for properties along Bishop Creek and Ingersol Creek as part of the streambank restoration project (Parcels 22-25-126-034, 22-25-126-023, 22-25-126-033, 22-25-126-004, 22-25-126-031, 22-25-126-008, 22-25-126-028 and 22-25-126-003).





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

June 5, 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 Easements for Streambank Maintenance

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find the following Easements 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:

- 1. Kline/Oliver Parcel 22-25-126-034
- 2. Sankovic Parcel 22-25-126-023
- 3. Luna Parcel 22-25-126-033
- 4. Zulczyk Parcel 22-25-126-004
- 5. Gardella Parcel 22-25-126-031
- 6. Sullivan/Robbins Parcel 22-25-126-008
- 7. Hayes/Berry Parcel 22-25-126-028
- 8. Changes Parcel 22-25-126-003

The above easements were donated by the property owners with respect to the City's project. Each Easement appears to be properly executed and consistent with the title search documents attached. Please note that lender consents were not obtained for this project due to the lack of City owned infrastructure that will be placed within the easement area and the likelihood that any lender would not see any benefit to terminating the easement.

Please place the above easements on an upcoming City Council agenda for acceptance. Once accepted, the originals should be recorded with the Oakland County Register of Deeds by the City Clerk's Office in the usual manner.

George Melistas, Engineering Senior Manager June 5, 2017 Page 2

The corresponding Temporary Access/Grading Easements and title searches should be retained in the City's file.

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) Taylor Reynolds, Spalding DeDecker (w/Enclosures) Margaret Stekettee, First ROW (w/Enclosures) Thomas R. Schultz, Esquire (w/Enclosures)

2017 MAY 16 PH 3: 24

95782 LIBER 50670 PAGE 387 \$26.00 MISC RECORDING \$4.00 REMONUMENTATION 05/16/2017 03:28:29 P.M. RECEIPT# 56687 PAID RECORDED - OAKLAND COUNTY LISA BROWN: CLERK/REGISTER OF DEEDS

> 3 E

zohoto

EASEMENT FOR STREAMBANK MAINTENANCE

THIS EASEMENT made this $7^{\prime\prime}$ day of May, 2017, by Laurel Kline and Mark Olivier a/k/a Mark Oliver, a single man, as joint tenants with full rights of survivorship, whose address is 23857 Ripple Creek Road, 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.

OK-AB

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 $\underline{\neg m}$. day of $M \omega_y$, 2017.

GRANTOR: Laurel Kline and Mark Olivier a/k/a Mark Oliver, a single man, as joint tenants with full rights of survivorship

Lumif Lline

Mark Olivier a/k/a Mark Oliv

STATE OF MICHIGAN))SS COUNTY OF OAKLAND)

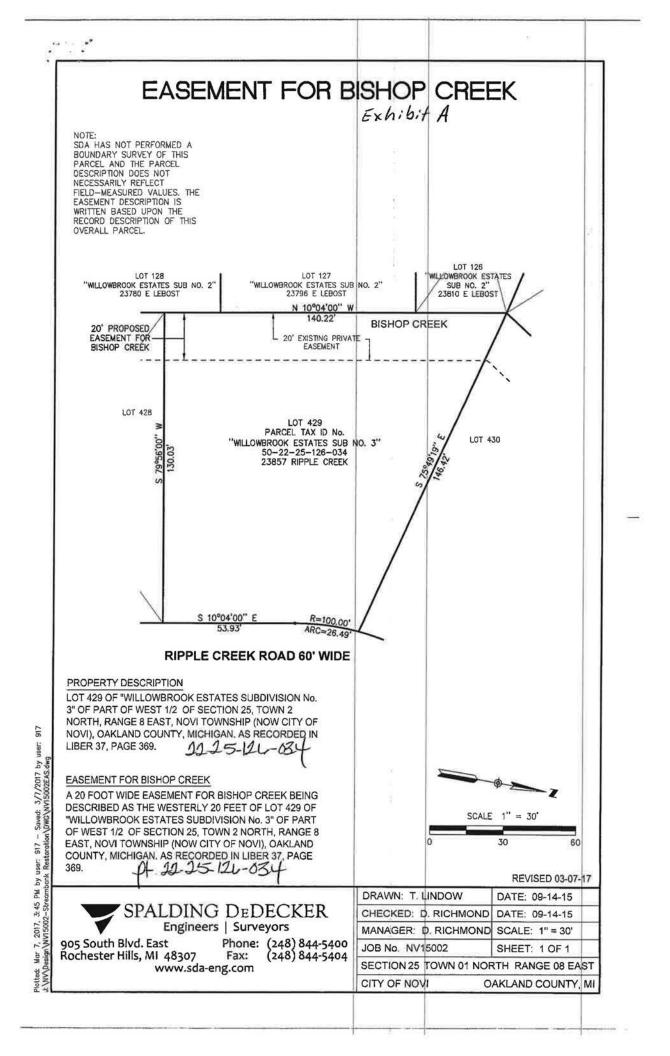
On this 7^{+-} day of May, 2017, before me, personally appeared the above named Laurel Kline and Mark Olivier a/k/a Mark Oliver, a single man, as joint tenants with full rights of survivorship to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Margaret An Steketer 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 Oaktand



THIS EASEMENT made this <u>A</u> day of <u>MAM</u>, 2017, by Michelle M. Sankovic formerly known as Michelle M. Armbruster, survivor of herself and Robert C. Sankovic, whose death certificate is attached, as joint tenants with full rights of survivorship, whose address is 23560 E. Le Bost Dr., 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.

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).

> GRANTOR: Michelle M. Sankovic formerly known as Michelle M. Armbruster, survivor of herself and Robert C. Sankovic, whose death certificate is attached, as joint tenants with full rights of survivorship,

P.00.

Michelle M. Sankovic, f/k/a Michelle M. Armbruster

STATE OF MICHIGAN))SS COUNTY OF OAKLAND)

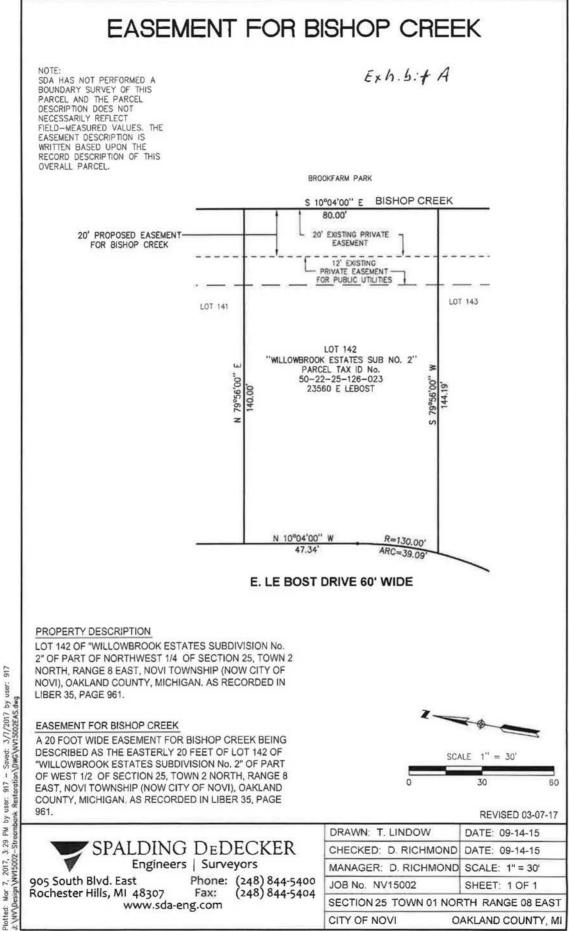
On this <u>9</u>^{*T*} day of <u>May</u>, 2017, before me, personally appeared the above named Michelle M. Sankovic formerly known as Michelle M. Armbruster, survivor of herself and Robert C. Sankovic, whose death certificate is attached, as joint tenants with full rights of survivorship, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Margarit Am Steketer Notary Public, Kent County, MI

My commission expires <u>1.9.2020</u> 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 48334 MARGARET ANN STEKETEE NOTARY PUBLIC, STATE OF MI COUNTY OF KENT MY COMMISSION EXPIRES Jan 9, 2020 ACTING IN COUNTY OF Oak 12.1d



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THIS EASEMENT made this <u>The</u> day of <u>MAU</u>, 2017, by Jonathon Luna, a single man, whose address is 23917 Ripple Creek Road, 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.

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).

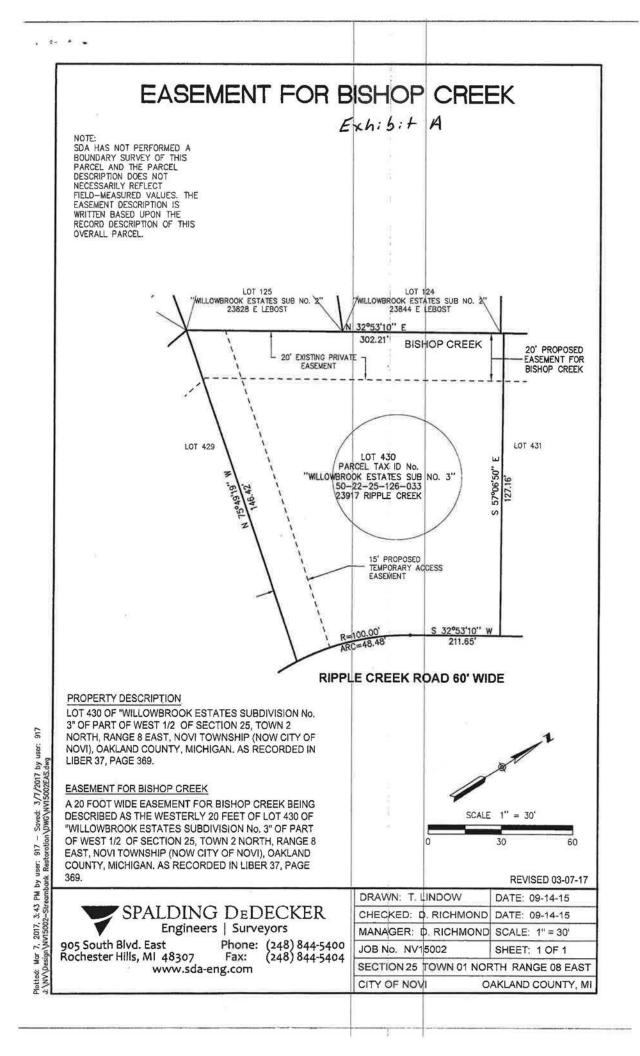
IN WITNESS WHEREOF, the undersigned Grantor has affixed their signature this ______ day of ______ day of _______

GRANTOR: Jonathon Luna, a single man Jonathor

STATE OF MICHIGAN))SS COUNTY OF OAKLAND)

On this $\underline{7^{\mu}}$ day of \underline{May} , 2017, before me, personally appeared the above named Jonathon Luna, a single man to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

THIS INSTRUMENT DRAFTED BY:		Margaret Ann Steketee Notary Publie, <u>Kent</u> County, MI My commission expires <u>1.9.2020</u> Acting in Oakland County, MI.		
ELIZABETH K. SAARELA		19		
JOHNSON, ROSATI, SCHULTZ & JOPPICH 27555 EXECUTIVE DRIVE, SUITE 250				
FARMINGTON HILLS, MI 48331			MARGARET ANN STEKETEE	
WHEN RECORDED, RETURN COPY TO:		1	NOTARY PUBLIC, STATE OF MI COUNTY OF KENT	
CORTNEY HANSON, CLERK, CITY OF NOVI 45175 TEN MILE RD, NOVI, MI 48375			MY COMMISSION EXPIRES Jan 9, 2020 ACTING IN COUNTY OF Oakland	
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THIS EASEMENT made this <u>10</u> day of <u>Port</u>, 2017, by Stephen B. Zulczyk and Mary C. Zulczyk, husband and wife, whose address is 23860 E. 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.

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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.

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 10 day of HOFil ,2017.

> GRANTOR: Stephen B. Zulczyk and Mary C. Zulczyk, husband and wife

Stepla 13. Julegy Stephen B. Zulczyk M. ... C. Zulczyk

STATE OF MICHIGAN))SS COUNTY OF OAKLAND)

On this 10^{n} day of $A \rho r \cdot 1$, 2017, before me, personally appeared the above named Stephen B. Zulczyk and Mary C. Zulczyk, husband and 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.

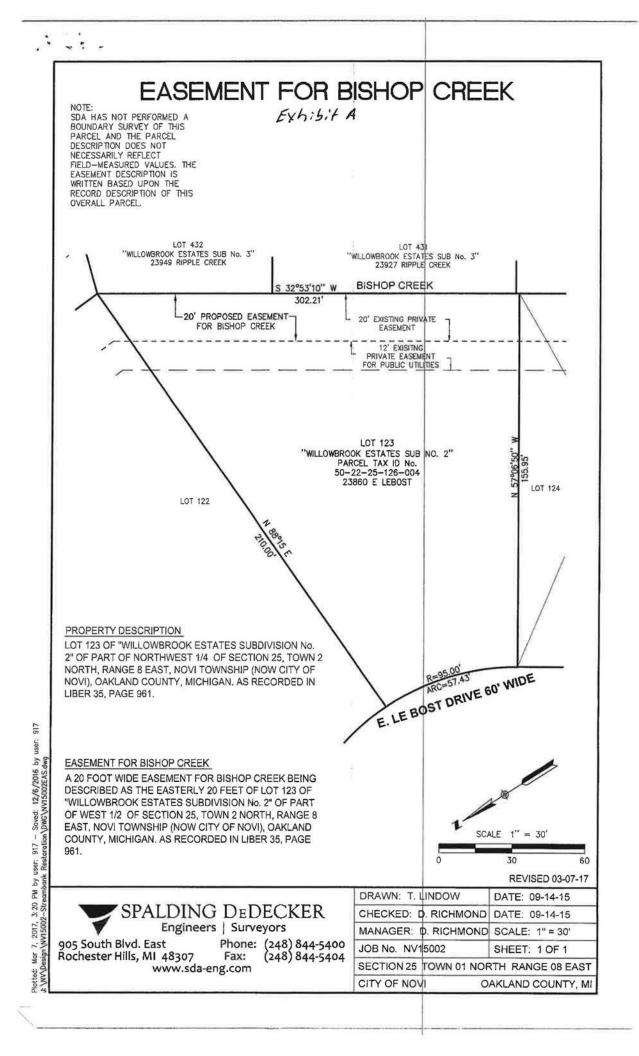
Marguret Any Steketee Notary Public, Kent County, MI

My commission expires 1.9-2020 Acting in Dak land 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 Oak land



THIS EASEMENT made this <u>30</u> day of <u>March</u>, 2017, by Peggy M. Gardella, whose address is 23949 Ripple Creek Road, 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.

HE a single woman

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 30 day of March, 2017.

VTOR: Peggy M. Gardella

Juleen

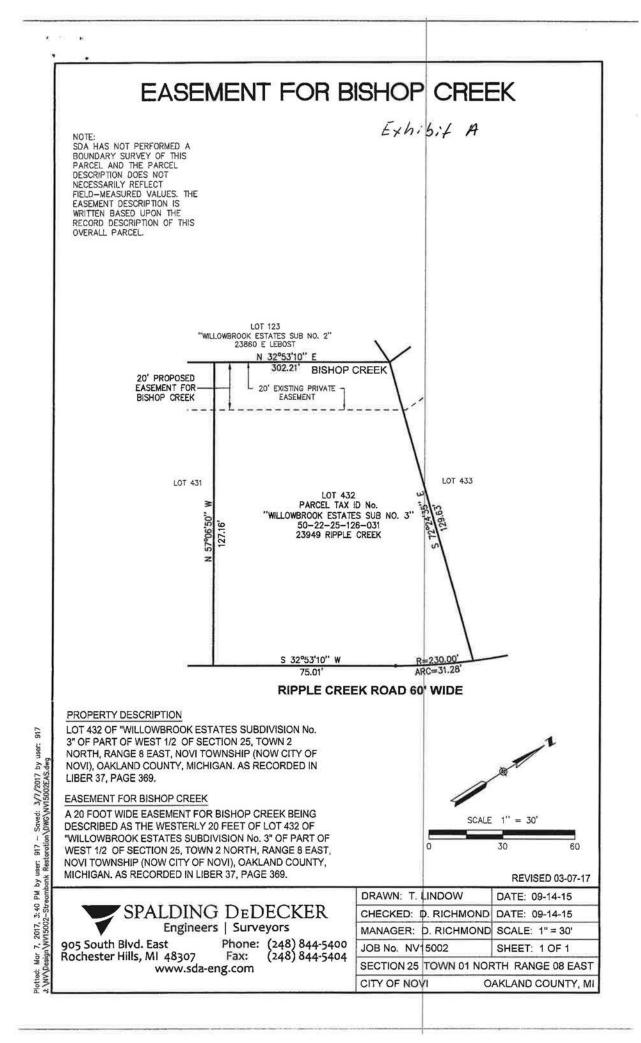
STATE OF MICHIGAN))SS COUNTY OF OAKLAND)

On this 30 day of <u>March</u>, 2017, before me, personally appeared the above named Peggy M. Gardellago me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Mangret Ann Steketer 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 48334 MARGARET ANN STEKETEE NOTARY PUBLIC, STATE OF MI COUNTY OF KENT MY COMMISSION EXPIRES Jan 9, 2020 ACTING IN COUNTY OF Oakland



THIS EASEMENT made this 10th day of Arril, 2017, by Richard C. Sullivan, Jr., and Donna Robbins, husband and wife, whose address is 23796 E. 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.

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 10^{fw} day of 2017.

GRANTOR: Richard C. Sullivan, Jr., and Donna Robbins, husband and wife

Richard C. Sullivan, Jr.

Donna Robbins

STATE OF MICHIGAN))SS COUNTY OF OAKLAND)

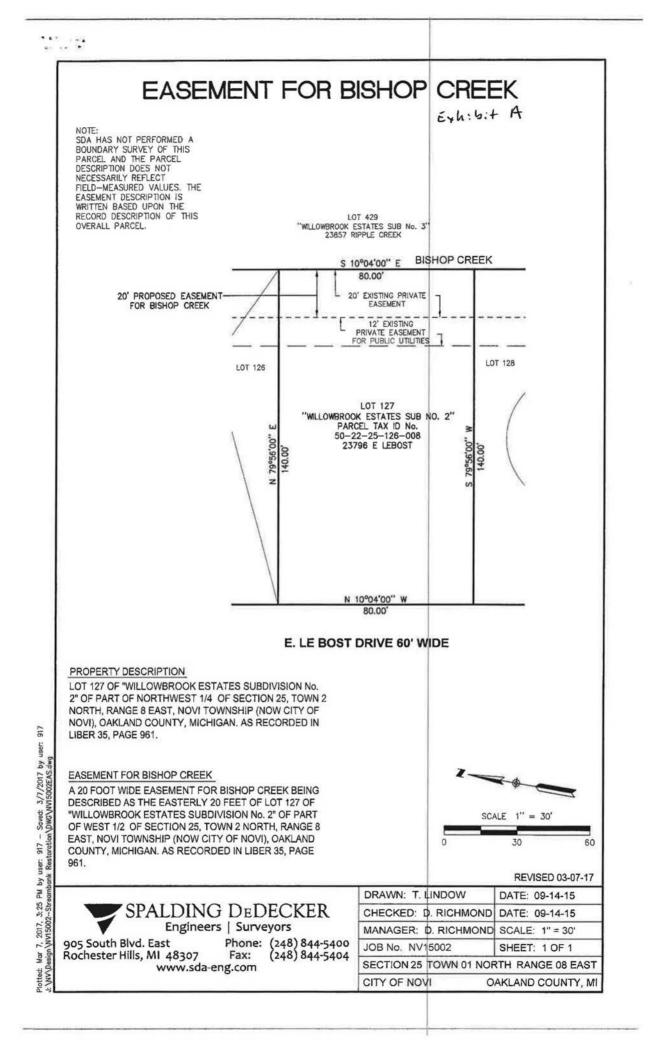
On this 10^{++} day of April, 2017, before me, personally appeared the above named Richard C. Sullivan, Jr., and Donna Robbins, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Morgaret A in Stekitte Notary Public, Kent County, MI

Notary Publit, <u>Kent</u> County, MI My commission expires <u>1-9-2020</u> 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 Ockland



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THIS EASEMENT made this <u>18</u> day of <u>April</u>, 2017, by Brian Hayes, also known as Brian C. Hayes, a married man, and Joseph Berry, also known as Joseph L. Berry, a married man, as joint tenants, whose address is 24049 Ripple Creek Road, 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 ______ day of $\frac{18^{h}}{2017}$.

GRANTOR: Brian Hayes, also known as Brian C. Hayes, a married man, and Joseph Berry, also known as Joseph L. Berry, a married man, as joint tenants

Brian Hayes, a/k/a Brian C. Hayes wach Den seph Berry, a/k/a Joseph I. Berry

STATE OF MICHIGAN))SS

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COUNTY OF OAKLAND)

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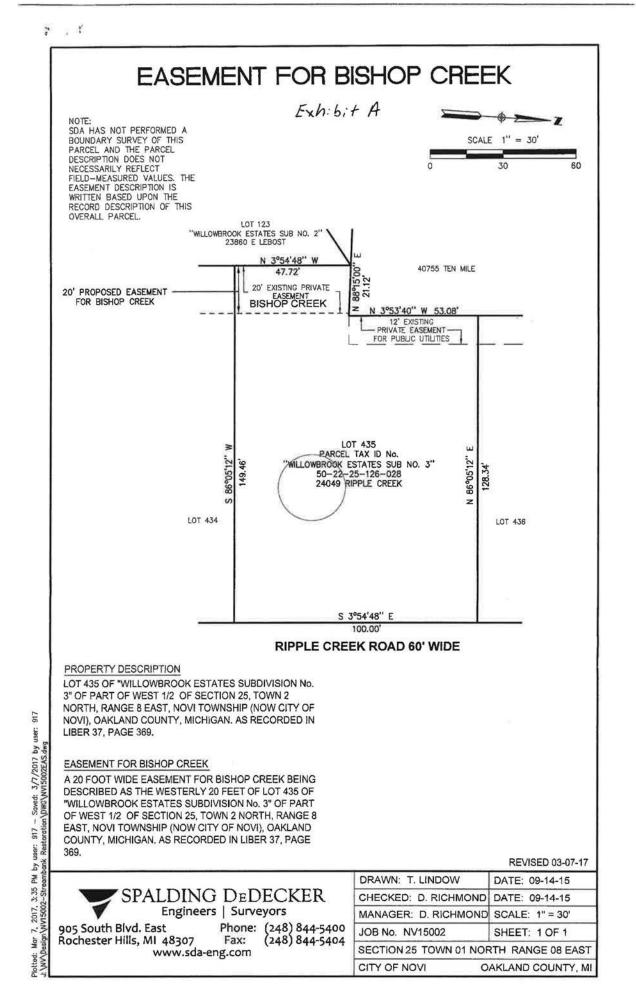
On this <u>18</u>th day of <u>April</u>, 2017, before me, personally appeared the above named Brian Hayes, also known as Brian C. Hayes, a married man, and Joseph Berry, also known as Joseph L. Berry, a married man, as joint tenants, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public, <u>Kent</u> County, MI My commission expires <u>1-9-2.020</u> Acting in <u>Dakland</u> County, MI.

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

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



THIS EASEMENT made this <u>5</u> day of <u>900</u>, 2017, by Christine Changes, a married woman, whose address is 23874 E. Le Bost Dr., 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.

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 _____ day of APRIL , 2017.

GRANTOR: Christine Changes, a married woman

Christine Changes

STATE OF MICHIGAN))SS COUNTY OF OAKLAND)

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On this $5^{\prime\prime}$ day of $A\rho = 1$, 2017, before me, personally appeared the above named Christine Changes, a married woman, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

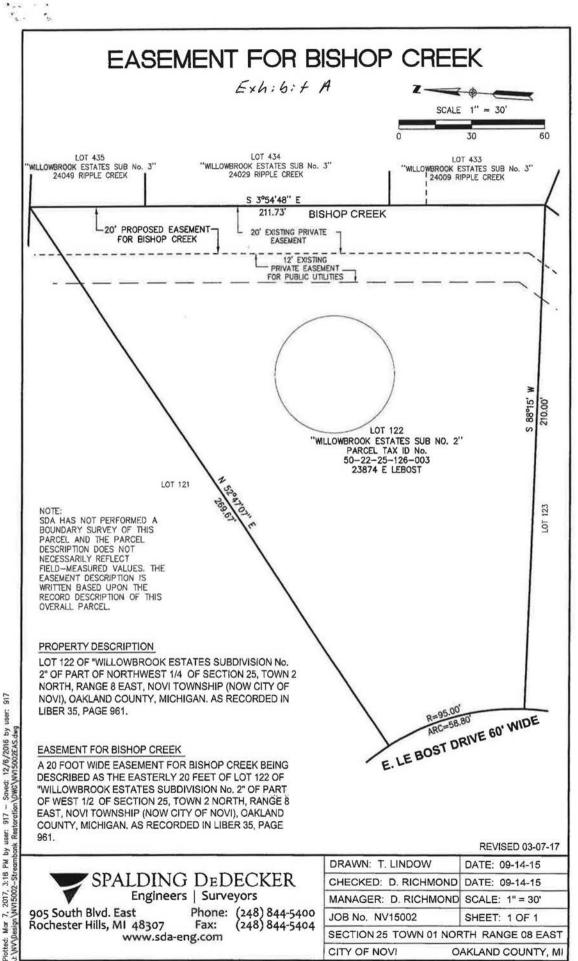
Marguet Ann Steketer Notary Public, Kent County, MI

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 Oak land



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