



CITY of NOVI CITY COUNCIL

Agenda Item N
June 17, 2013

SUBJECT: Approval of Resolutions Concerning Acquisition and Approving Declarations of Necessity and Taking and authorization of Offers to Purchase in the total amount of \$52,595 for permanent pathway easement and temporary grading permits on nine parcels owned by Mercy Health Services (parcels 22-13-100-005 through 22-13-100-010, 22-13-100-020, 22-13-100-021, and 22-13-100-024) subject to negotiation of final easement language by the City Attorney's Office and the property owner's attorney, for the purpose of constructing the Metro Connector regional pathway along the east side of Meadowbrook Road between I-96 and 12 Mile Road.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$52,595
AMOUNT BUDGETED	\$40,940
APPROPRIATION REQUIRED	\$52,595
LINE ITEM NUMBER	204-204.00-974.428

BACKGROUND INFORMATION:

The City of Novi was awarded a Federal Transportation Alternatives Program (TAP) grant for the construction of the Metro Connector Phase 1 pathway along the east side of Meadowbrook Road between the northern terminus of the I-275 pathway and 12 Mile Road in the amount of \$741,000. The 10-foot wide pathway will provide an important regional non-motorized connection between the existing I-275 pathway and M-5 pathway, but will also provide the first non-motorized crossing of I-96 in the City of Novi. Engineering staff along with engineering consultant, OHM, have been working to complete the final design and easement acquisition in anticipation of construction in 2014.

Early in the design process, a number of permanent 14-foot wide easements and temporary easements to facilitate construction were identified for the project on nine parcels owned by Mercy Health Services (see attached map). Engineering staff have been working with Mercy Health since September 2012 by providing design plans and answering questions about the easements. The enclosed April 23, 2013 letter was sent to Mercy Health Services requesting a donation of the permanent pathway easement and temporary grading permits. As required by Federal law, and in conformance with MDOT's Transportation Enhancement grant requirements for this project, the letter also informs the property owner that they are entitled to just compensation for the fair market value of the easements in the amount of \$52,595. While engineering and easement acquisition costs are not covered by the grant, these tasks must be performed in compliance with grant requirements to receive the funding. Mercy Health has requested compensation in the amount provided in the attached valuation statements.

To formalize the valuation in form of an offer, staff has worked with the City Attorney to prepare an *Agreement of Sale and Offer to Purchase Easements over Real Property* for each of the nine parcels owned by Mercy Health Services on which easements are located for City Council consideration. The City Attorney has also prepared a *Resolution Concerning the Acquisition of Property and Approving Declaration of Necessity and Taking* and a *Declaration of Taking* for each of the nine properties to allow the City to begin proceedings to acquire the easements through eminent domain in case the City is unable to acquire the easements for the amounts stated in the offer. In order to stay on schedule for 2014 funding and construction easements must be recorded by the end of July 2013.

The only other easement required for the project is a temporary grading easement that was donated to the City by the Michigan Milk Producers for the parcel located at the northeast corner of Bridge Street and Meadowbrook Road.

The construction of the Metro Connector Pathway project is scheduled to occur in 2014.

RECOMMENDED ACTION: Approval of Resolutions Concerning Acquisition and Approving Declarations of Necessity and Taking and authorization of Offers to Purchase in the total amount of \$52,595 for permanent pathway easement and temporary grading permits on the nine parcels and in the specific amounts listed below, subject to negotiation of final easement language by the City Attorney’s Office and the property owner’s attorney ,for the purpose of constructing the Metro Connector regional pathway along the east side of Meadowbrook Road between I-96 and 12 Mile Road:

- 22-13-100-005 in the amount of \$5,738
- 22-13-100-006 in the amount of \$4,812
- 22-13-100-007 in the amount of \$8,494
- 22-13-100-008 in the amount of \$3,197
- 22-13-100-009 in the amount of \$4,261
- 22-13-100-010 in the amount of \$6,561
- 22-13-100-020 in the amount of \$3,659
- 22-13-100-021 in the amount of \$1,988
- 22-13-100-024 in the amount of \$13,885

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

Metro Connector Trail Phase 1

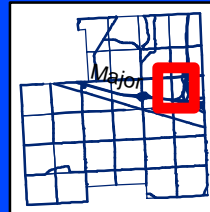
Location Map



Mercy Health Services
Parcels along project limits

METRO CONNECTOR TRAIL PHASE 1

Map Author: Croy
Date: 9/17/12
Project: Metro Connector Trail Phase 1
Version #: v1.1



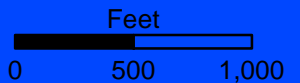
City of Novi
Engineering Division
Department of Public Services
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

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.

Legend

— Existing Pathways & Sidewalks





April 23, 2013

Beverly F. Erickson
Vice President Fixed Asset Management
Mercy Health Services
20555 Victor Parkway
Livonia, MI 48152

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Terry K. Margolis

Andrew Mutch

Justin Fischer

Wayne Wrobel

Laura Marie Casey

City Manager
Clay J. Pearson

**Director of Public Services/
City Engineer**
Rob Hayes, P.E.

Re: Proposed Meadowbrook Road Pathway Project
Pathway Easements

Ms. Erickson:

As you are aware, the City is planning to construct a pathway along the east side of Meadowbrook Road, between Eleven Mile and Twelve Mile. The proposed pathway is planned to cross nine parcels owned by Mercy Health Services along Meadowbrook Road, and this project will require permanent easements for the pathway and temporary easements for its construction. The proposed easement language and a preliminary plan for the pathway have been enclosed for your review. The proposed permanent easement will be 14 feet wide, centered on the pathway, and will be located within the 60-foot master planned right-of-way for the east side of Meadowbrook. A variable-width temporary grading easement is needed to facilitate the construction of the proposed pathway and would expire once the project is complete.

The City is asking that the easements be donated in an effort to minimize costs for the project. A property owner may choose to donate all or a portion of his or her property that is needed for a project. However, we are obligated by law to determine the fair market value of the easements and offer compensation to the property owner. After being fully informed of his or her rights, the property owner may then decide to donate the easements and waive any right to just compensation.

The fair market value for the easements was determined based on the value of the property per square foot on the basis of assessment records and related information. We then multiplied that by the area of the proposed easement (per federal guidelines). MDOT and Federal guidelines require that the valuation of temporary easements be set at 10% of that value, and that permanent easements be set at 50% of that value. The valuation for easements over all of the parcels is estimated to be a total of \$50,197 (see attached Valuation Statements for each individual parcel).

Department of Public Services
Field Services Complex
26300 Lee BeGole Dr.
Novi, Michigan 48375
248.735.5640
248.735.5659 fax

cityofnovi.org

Pursuant to federal guidelines, you are entitled to an appraisal of the value of the property interest being requested. In the event you would like an appraisal, please let us know at your earliest possible opportunity. Alternatively, you may waive the required appraisal in connection with a donation of the easement property.

If you are satisfied with the enclosed easement documents and valuation statements and choose to donate the easements, please sign and return the enclosed donation forms (one per parcel). We are in the process of preparing final descriptions of the temporary and permanent easement locations based on the locations shown in the enclosed preliminary plan. Once completed, we will provide the updated easement documents. In the event that Mercy Health Services chooses to donate the easement, you should return one signed, notarized copy of each document for approval by our City Council and subsequent recording with the Register of Deeds. If you choose not to donate the easements for the project, please contact our office by May 7th to discuss the next steps in the easement acquisition process.

We appreciate your cooperation in moving this project forward and invite you to contact our office at 248-347-0454 with any questions.

Sincerely,



Benjamin Croy, PE
Civil Engineer

Enclosures

cc: Brian Coburn; Engineering Manager
Beth Saarela; Johnson, Rosati, Shultz & Joppich

**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on June 17, 2013, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-13-100-005):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 720.04 feet from the NW corner said Section 13; thence S 89°44'35" E 260.0 feet; thence S 02°26'00" W 150.0 feet; thence N 89°44'35" W 260.0 feet; thence N 02°26'00" E 150.0 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

WHEREAS, proposed plans showing said improvements have been prepared and are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent easement and other interests in that portion of the above-described real estate described as follows:

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Beginning at a point distant S 02°26'00" W 720.04 feet and S 89°44'35" E 45.03 feet from the NW corner of said Section 13; thence continuing S 89°44'35" E 14.01 feet; thence S 02°26'00" W 150.0 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 150.0 feet to the Point of Beginning.
Contains 2,100 square feet or 0.048 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 29 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
The East 29 feet of the West 62 feet of the above described parent parcel, excluding the area of pathway easement.
Contains 2,250 sq. ft. or 0.052 acres of land. Subject to all easements and restrictions of record, if any.

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor or the basis of assessment records and related information;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a non-motorized

pathway/sidewalk along the east side of Meadowbrook Road between Eleven and Twelve Mile in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City Consulting Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Six Thousand Seven Hundred and Thirty-Eight (\$6,738.00) Dollars for the permanent Sidewalk Easement and Temporary Grading Permit acquisition. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property by the City Assessor.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$6,738.00) into a separate account and to hold such money on deposit as the

estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this 17th day of June, 2013.

MARYANNE CORNELIUS, CITY CLERK

AGREEMENT OF SALE
OFFER TO PURCHASE EASEMENTS OVER REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements in, over, upon, and through real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-13-100-005):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 720.04 feet from the NW corner said Section 13; thence S 89°44'35" E 260.0 feet; thence S 02°26'00" W 150.0 feet; thence N 89°44'35" W 260.0 feet; thence N 02°26'00" E 150.0 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 720.04 feet and S 89°44'35" E 45.03 feet from the NW corner of said Section 13; thence continuing S 89°44'35" E 14.01 feet; thence S 02°26'00" W 150.0 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 150.0 feet to the Point of Beginning.
Contains 2,100 square feet or 0.048 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 29 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 29 feet of the West 62 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,250 sq. ft. or 0.052 acres of land. Subject to all easements and restrictions of record, if any.

And to pay therefore the sum Six Thousand Seven Hundred and Thirty-Eight (\$6,738.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the permanent Sidewalk Easement to the City as described above.
- (ii) Delivery of the Temporary Grading Permit to the City as described above.

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with construction of a non-motorized pathway system along the east side of Meadowbrook Road between Eleven and Twelve Mile over, across, upon and through the above-described premises in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Fourteen (14) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

Dated: _____, 2013

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: _____
Its: ROBERT J. GATT
Mayor

By: _____
Its: MARYANNE CORNELIUS
City Clerk

SELLER:

MERCY HEALTH SERVICES, a Michigan non-
profit corporation

By: _____

Dated: _____, 2013

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2013

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road (the "Improvements") in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire easements over certain property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of the Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of constructing a non-motorized pathway/sidewalk east side of Meadowbrook Road between Eleven and Twelve Mile Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property:

PARCEL DESCRIPTION (50-22-13-100-005):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 720.04 feet from the NW corner said Section 13; thence S 89°44'35" E 260.0 feet; thence S 02°26'00" W 150.0 feet; thence N 89°44'35" W 260.0 feet; thence N 02°26'00" E 150.0 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

A. PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 720.04 feet and S 89°44'35" E 45.03 feet from the NW corner of said Section 13; thence continuing S 89°44'35" E 14.01 feet; thence S 02°26'00" W 150.0 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 150.0 feet to the Point of Beginning.
Contains 2,100 square feet or 0.048 acres of land. Subject to all easements and restrictions of record, if any.

B. TEMPORARY GRADING PERMIT DESCRIPTION:

A 29 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 29 feet of the West 62 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,250 sq. ft. or 0.052 acres of land. Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: Mercy Health Services, a Michigan non-profit corporation
3. Names of each person, other than the Owners, having a potential interest in the property: City of Novi
4. Estimated Just Compensation: \$6,738
5. The City of Novi reserves its rights to bring federal or state cost recovery actions against the present owner of the property.

_____ CITY OF NOVI

_____ By: _____
Clay J. Pearson, City Manager

Dated: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Prepared By and When Recorded, Return To:
Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627
F:\WPDOC_MUNICIPAL_NON-MMRMA\Novi\EKS\Declaration of Taking.docx

VALUATION STATEMENT

Pathway Easements

Property Owner(s): Mercy Health Services.

34605 Twelve Mile Road, Farmington Hills, MI 48331.

Address: 50-22-13-100-005.

Area to be acquired: 2,100 SF (Perm), 2,250 SF (Temp).

Price per square foot/acres x \$ 4.50.

Total \$ N/A Fee (Permanent)

x 50% \$ 4,725 Easement (Permanent)

x 10% \$ 1,013 Grading Permit (Temporary)

Just Compensation \$ 5,738.

ADDITIONAL INFORMATION:

LPA Approval: _____ Date: _____

JOB NUMBER	PARCEL	NAME
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SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Mercy Health Services, a Michigan non-profit corporation, whose address is 20555 Victor Parkway, Livonia, MI 48152, for and in consideration of Five Thousand Seven Hundred Thirty Eight (\$5738.00) Dollars, 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, a permanent easement for a public non-motorized pathway over across and through property located in Section 13, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-13-100-005

{See attached and incorporated Exhibit A}

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

{See attached and incorporated Exhibit A-the 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, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of a 10 foot wide asphalt non-motorized pathway.

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 Area, 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 A.

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

While this Agreement is in effect, Grantee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name GRANTOR as an additional insured. The policy shall describe the Easement Area in the same manner as the Easement Area is described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving GRANTOR (Attention: _____, 20555 Victor Parkway, Livonia, MI 48152) 10 days written notice, as evidenced by receipt of registered letter. Grantee shall provide evidence of such coverage to GRANTOR.

Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed in the Easement Area, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save GRANTOR 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 Grantee's use of the Easement Area. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, due, or claimed to be due, to the negligence of any such contractor or subcontractor. Further, Grantee 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 \$5,000,000.00 per occurrence, 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 GRANTOR as an additional insured.

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 non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this _____ day of _____, 2013.

GRANTOR
MERCY HEALTH SERVICES, a
Michigan non-profit corporation

By:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of Mercy Health Services, a Michigan non-profit corporation, on its behalf _____

Notary Public
_____ County, Michigan
My Commission Expires:

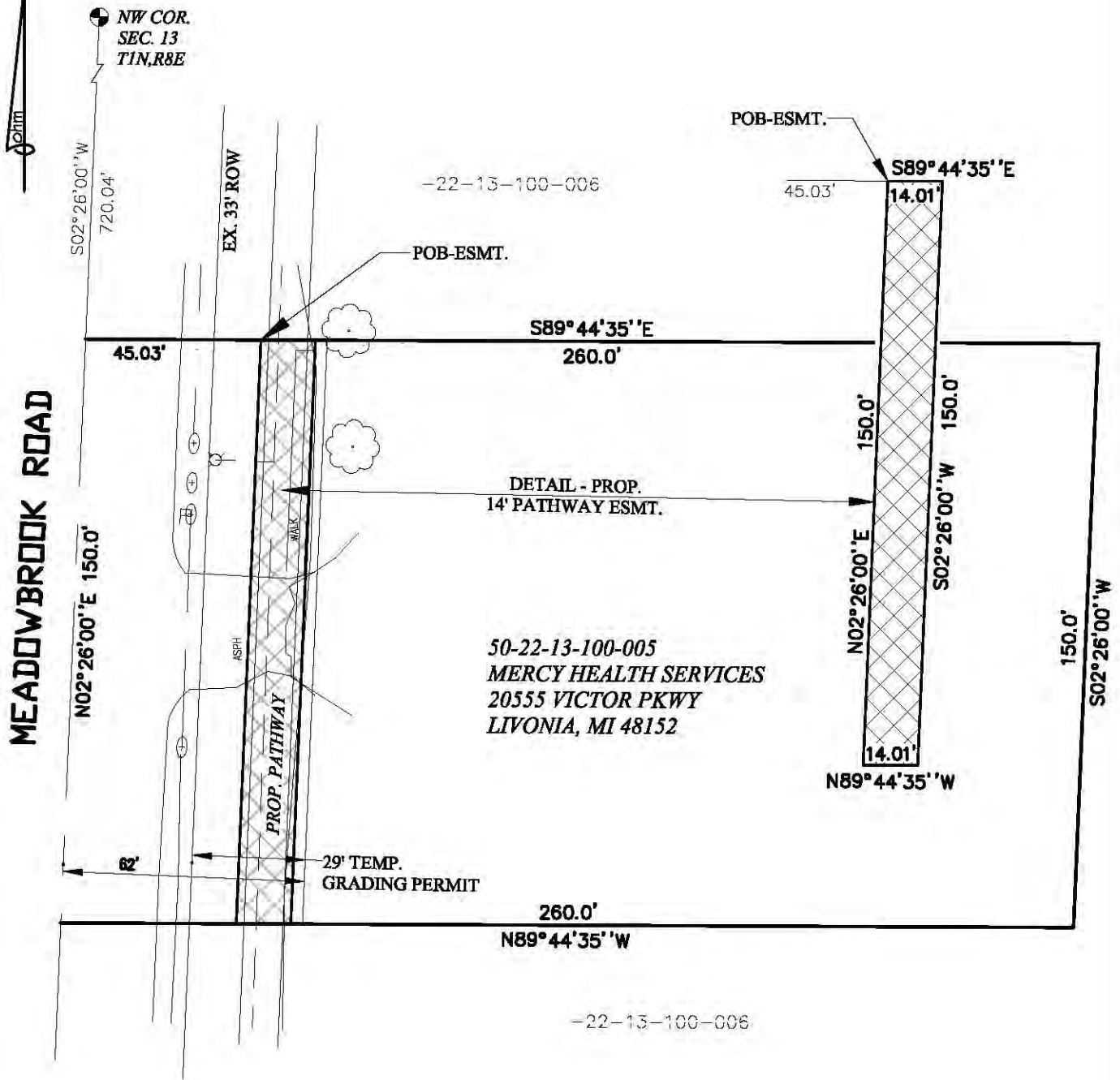
Drafted by:

Elizabeth Kudla Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

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

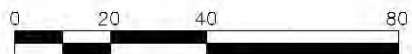
PATHWAY EASEMENT SKETCH

Exhibit "A"



LEGEND

- ROW RIGHT OF WAY
- PUBLIC LAND CORNER
- POB POINT OF BEGINNING
- PATHWAY EASEMENT



SCALE: 1" = 40'

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
 TAX ID NO.: 50-22-13-100-005

CLIENT: CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
 p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-24-13
 DRAWN BY: SH
 DWG: 22-13-100-005

SHEET
 1 OF 2

JOB NO.
 0163-12-0130

PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-13-100-005):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 720.04 feet from the NW corner said Section 13; thence S 89°44'35" E 260.0 feet; thence S 02°26'00" W 150.0 feet; thence N 89°44'35" W 260.0 feet; thence N 02°26'00" E 150.0 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 720.04 feet and S 89°44'35" E 45.03 feet from the NW corner of said Section 13; thence continuing S 89°44'35" E 14.01 feet; thence S 02°26'00" W 150.0 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 150.0 feet to the Point of Beginning.

Contains 2,100 square feet or 0.048 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 29 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 29 feet of the West 62 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,250 sq. ft. or 0.052 acres of land. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-005

CLIENT:

CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-30-13
DRAWN BY: SH
DWG: 22-13-100-005

SHEET

2 OF 2

JOB NO.

0163-12-0130

TEMPORARY GRADING PERMIT

I, _____, the _____ of the property as
(print name)

described as Parcel No. 50-22-13-100-005 in Novi, Michigan 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 property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Grading, tree removal and related construction activities required for the construction of a non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Metro Connector Trail" by Orchard, Hiltz & McCliment, Inc.

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.

Owner (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Fax Number

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Mercy Health Services, a Michigan _____.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on June 17, 2013, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-13-100-006):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 659.04 feet from the NW corner said Section 13; thence S 89°44'35" E 1379.40 feet; thence S 02°19'48" W 332.62 feet; thence N 89°36'52" W 1380.0 feet; thence N 02°26'00" E 118.52 feet; thence S 89°44'30" E 260.0 feet; thence N 02°26'00" E 150.0 feet; thence N 89°44'35" W 260.0 feet; thence N 02°26'00" E 61.03 feet (recorded as 61.0 feet) to the Point of Beginning. Subject to all easements and restrictions of record, if any.

WHEREAS, proposed plans showing said improvements have been prepared and are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent easement and other interests in that portion of the above-described real estate described as follows:

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easements situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 659.04 feet and S 89°44'35" E 47.03 feet from the NW corner of said Section 13; thence continuing S 89°44'35" E 14.01 feet; thence S 02°26'00" W 61.03 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 61.03 feet to the Point of Beginning,

ALSO,

Beginning at a point distant S 02°26'00" W 870.07 feet and S 89°44'30" E 45.03 feet from the NW corner of said Section 13; thence continuing S 89°44'30" E 14.01 feet; thence S 02°26'00" W 31.70 feet; thence S 04°22'51" W 87.10 feet; thence N 89°36'52" W 14.03 feet; thence N 04°22'51" E 87.84 feet; thence N 02°26'00" E 30.93 feet to the Point of Beginning.

All contains 2,517 square feet or 0.058 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 29 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 29 feet of the West 62 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,693 sq. ft. or 0.062 acres of land. Subject to all easements and restrictions of record, if any.

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor or the basis of assessment records and related information;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the subject property from the owners of such property, and to take such other actions

as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a non-motorized pathway/sidewalk along the east side of Meadowbrook Road between Eleven and Twelve Mile in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City Consulting Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Four Thousand Eight Hundred and Twelve (\$4,812.00) Dollars for the permanent Sidewalk Easement and Temporary Grading Permit acquisition. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property by the City Assessor.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$4,812.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this 17th day of June, 2013.

MARYANNE CORNELIUS, CITY CLERK

AGREEMENT OF SALE
OFFER TO PURCHASE EASEMENTS OVER REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements in, over, upon, and through real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-13-100-006):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 659.04 feet from the NW corner said Section 13; thence S 89°44'35" E 1379.40 feet; thence S 02°19'48" W 332.62 feet; thence N 89°36'52" W 1380.0 feet; thence N 02°26'00" E 118.52 feet; thence S 89°44'30" E 260.0 feet; thence N 02°26'00" E 150.0 feet; thence N 89°44'35" W 260.0 feet; thence N 02°26'00" E 61.03 feet (recorded as 61.0 feet) to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easements situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 659.04 feet and S 89°44'35" E 47.03 feet from the NW corner of said Section 13; thence continuing S 89°44'35" E 14.01 feet; thence S 02°26'00" W 61.03 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 61.03 feet to the Point of Beginning,

ALSO,

Beginning at a point distant S 02°26'00" W 870.07 feet and S 89°44'30" E 45.03 feet from the NW corner of said Section 13; thence continuing S 89°44'30" E 14.01 feet; thence S 02°26'00" W 31.70 feet; thence S 04°22'51" W 87.10 feet; thence N 89°36'52" W 14.03 feet; thence N 04°22'51" E 87.84 feet; thence N 02°26'00" E 30.93 feet to the Point of Beginning.

All contains 2,517 square feet or 0.058 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 29 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 29 feet of the West 62 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,693 sq. ft. or 0.062 acres of land. Subject to all easements and restrictions of record, if any.

And to pay therefore the sum Four Thousand Eight Hundred and Twelve (\$4,812.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the permanent Sidewalk Easement to the City as described above.
- (ii) Delivery of the Temporary Grading Permit to the City as described above.

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised

commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with construction of a non-motorized pathway system along the east side of Meadowbrook Road between Eleven and Twelve Mile over, across, upon and through the above-described premises in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Fourteen (14) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

Dated: _____, 2013

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: _____
Its: ROBERT J. GATT
Mayor

By: _____
Its: MARYANNE CORNELIUS
City Clerk

SELLER:

MERCY HEALTH SERVICES, a Michigan non-
profit corporation

By: _____

Dated: _____, 2013

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2013

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road (the "Improvements") in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire easements over certain property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of the Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of constructing a non-motorized pathway/sidewalk east side of Meadowbrook Road between Eleven and Twelve Mile Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property:

PARCEL DESCRIPTION (50-22-13-100-006):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 659.04 feet from the NW corner said Section 13; thence S 89°44'35" E 1379.40 feet; thence S 02°19'48" W 332.62 feet; thence N 89°36'52" W 1380.0 feet; thence N 02°26'00" E 118.52 feet; thence S 89°44'30" E 260.0 feet; thence N 02°26'00" E 150.0 feet; thence N 89°44'35" W 260.0 feet; thence N 02°26'00" E 61.03 feet (recorded as 61.0 feet) to the Point of Beginning. Subject to all easements and restrictions of record, if any.

A. PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easements situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 659.04 feet and S 89°44'35" E 47.03 feet from the NW corner of said Section 13; thence continuing S 89°44'35" E 14.01 feet; thence S 02°26'00" W 61.03 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 61.03 feet to the Point of Beginning,

ALSO,

Beginning at a point distant S 02°26'00" W 870.07 feet and S 89°44'30" E 45.03 feet from the NW corner of said Section 13; thence continuing S 89°44'30" E 14.01 feet; thence S 02°26'00" W 31.70 feet; thence S 04°22'51" W 87.10 feet; thence N 89°36'52" W 14.03 feet; thence N 04°22'51" E 87.84 feet; thence N 02°26'00" E 30.93 feet to the Point of Beginning.

All contains 2,517 square feet or 0.058 acres of land. Subject to all easements and restrictions of record, if any.

B. TEMPORARY GRADING PERMIT DESCRIPTION:

A 29 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 29 feet of the West 62 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,693 sq. ft. or 0.062 acres of land. Subject to all easements and restrictions of record, if any.

- 2. Names of Property Owner: Mercy Health Services, a Michigan non-profit corporation
- 3. Names of each person, other than the Owners, having a potential interest in the property: City of Novi
- 4. Estimated Just Compensation: \$4,812
- 5. The City of Novi reserves its rights to bring federal or state cost recovery actions against the present owner of the property.

_____ CITY OF NOVI

_____ By: _____
Clay J. Pearson, City Manager

Dated: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Prepared By and When Recorded, Return To:
Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627
F:\WPDOC\MUNICIPAL_NON-MMRMA\Novi\EKS\Declaration of Taking.docx

VALUATION STATEMENT

Pathway Easements

Property Owner(s): Mercy Health Services.

34605 Twelve Mile Road, Farmington Hills, MI 48331.

Address: 50-22-13-100-006.

Area to be acquired: 2,517 SF (Perm), 2,693 SF (Temp).

Price per square foot/acres x \$ 3.15.

Total \$ N/A Fee (Permanent)

x 50% \$ 3,964 Easement (Permanent)

x 10% \$ 848 Grading Permit (Temporary)

Just Compensation \$ 4,812.

ADDITIONAL INFORMATION:

LPA Approval: _____ Date: _____

JOB NUMBER	PARCEL	NAME
------------	--------	------

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Mercy Health Services, a Michigan non-profit corporation, whose address is 20555 Victor Parkway, Livonia, MI 48152, for and in consideration of Four Thousand Eight Hundred Twelve (\$4812.00) Dollars, 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, a permanent easement for a public non-motorized pathway over across and through property located in Section 13, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-13-100-006

{See attached and incorporated Exhibit A}

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

{See attached and incorporated Exhibit A-the 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, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of a 10 foot wide asphalt non-motorized pathway.

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 Area, 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 A.

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

While this Agreement is in effect, Grantee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name GRANTOR as an additional insured. The policy shall describe the Easement Area in the same manner as the Easement Area is described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving GRANTOR (Attention: _____, 20555 Victor Parkway, Livonia, MI 48152) 10 days written notice, as evidenced by receipt of registered letter. Grantee shall provide evidence of such coverage to GRANTOR.

Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed in the Easement Area, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save GRANTOR 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 Grantee's use of the Easement Area. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, due, or claimed to be due, to the negligence of any such contractor or subcontractor. Further, Grantee 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 \$5,000,000.00 per occurrence, 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 GRANTOR as an additional insured.

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 non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this _____ day of _____, 2013.

GRANTOR
MERCY HEALTH SERVICES, a
Michigan non-profit corporation

By:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of Mercy Health Services, a Michigan non-profit corporation, on its behalf _____

Notary Public
_____ County, Michigan
My Commission Expires:

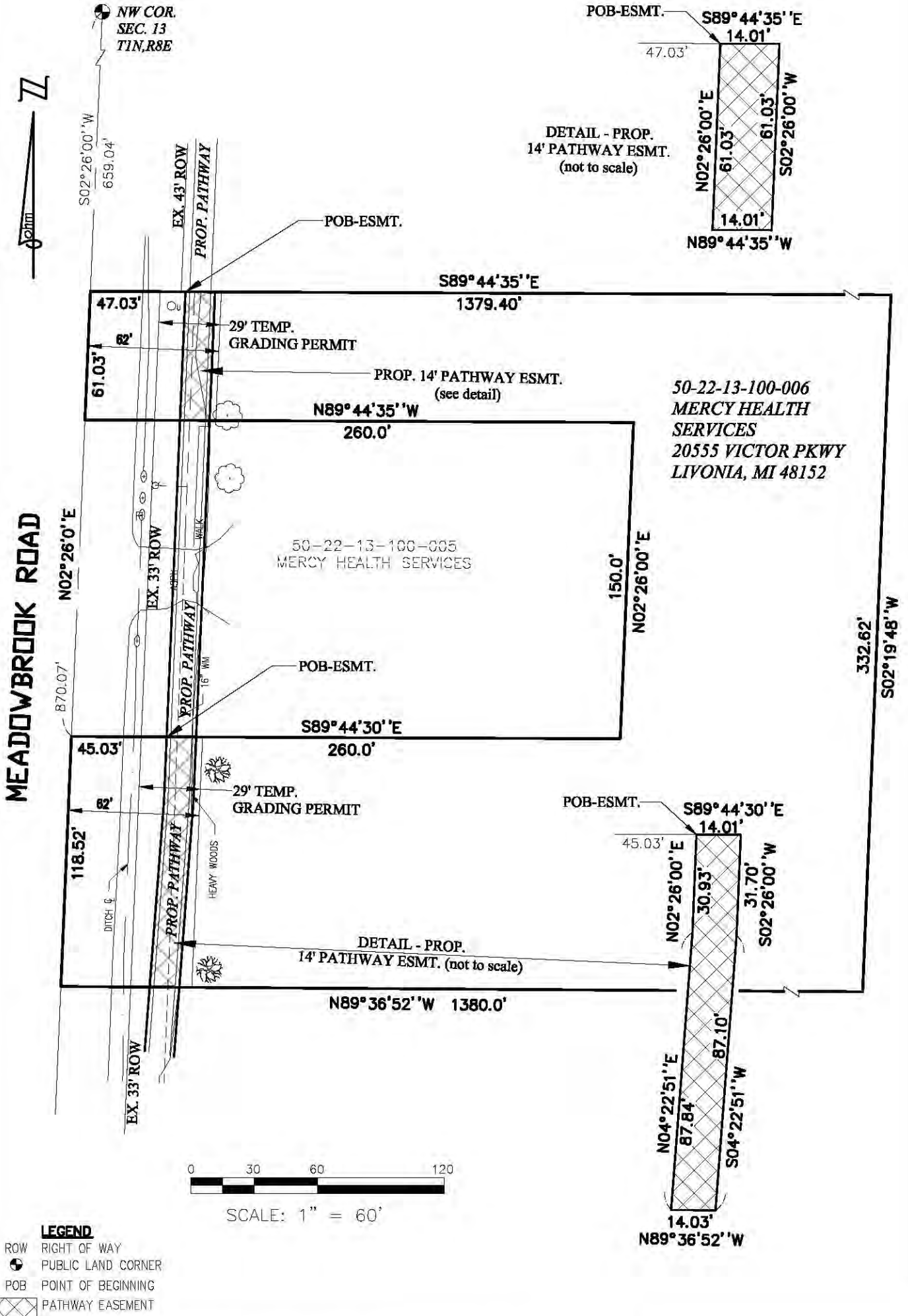
Drafted by:

Elizabeth Kudla Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

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

PATHWAY EASEMENT SKETCH

Exhibit "A"



PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-006

CLIENT: CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-24-13
DRAWN BY: SH
DWG: 22-13-100-006

SHEET
1 OF 2

JOB NO.
0163-12-0130

PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-13-100-006):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 659.04 feet from the NW corner said Section 13; thence S 89°44'35" E 1379.40 feet; thence S 02°19'48" W 332.62 feet; thence N 89°36'52" W 1380.0 feet; thence N 02°26'00" E 118.52 feet; thence S 89°44'30" E 260.0 feet; thence N 02°26'00" E 150.0 feet; thence N 89°44'35" W 260.0 feet; thence N 02°26'00" E 61.03 feet (recorded as 61.0 feet) to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easements situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 659.04 feet and S 89°44'35" E 47.03 feet from the NW corner of said Section 13; thence continuing S 89°44'35" E 14.01 feet; thence S 02°26'00" W 61.03 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 61.03 feet to the Point of Beginning,

ALSO,

Beginning at a point distant S 02°26'00" W 870.07 feet and S 89°44'30" E 45.03 feet from the NW corner of said Section 13; thence continuing S 89°44'30" E 14.01 feet; thence S 02°26'00" W 31.70 feet; thence S 04°22'51" W 87.10 feet; thence N 89°36'52" W 14.03 feet; thence N 04°22'51" E 87.84 feet; thence N 02°26'00" E 30.93 feet to the Point of Beginning.

All contains 2,517 square feet or 0.058 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 29 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 29 feet of the West 62 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,693 sq. ft. or 0.062 acres of land. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-006

CLIENT:

CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-30-13
DRAWN BY: SH
DWG: 22-13-100-006

SHEET

2 OF 2

JOB NO.

0163-12-0130

TEMPORARY GRADING PERMIT

I, _____, the _____ of the property as
(print name)

described as Parcel No. 50-22-13-100-006 in Novi, Michigan 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 property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Grading, tree removal and related construction activities required for the construction of a non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Metro Connector Trail" by Orchard, Hiltz & McCliment, Inc.

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.

Owner (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Fax Number

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Mercy Health Services, a Michigan _____.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on June 17, 2013, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-13-100-007):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 988.56 feet from the NW corner said Section 13; thence S 89°36'52" E 1380.0 feet; thence S 02°19'48" W 332.62 feet; thence N 89°29'10" W 1380.60 feet; thence N 02°26'00" E 329.52 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

WHEREAS, proposed plans showing said improvements have been prepared and are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent easement and other interests in that portion of the above-described real estate described as follows:

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Beginning at a point distant S 02°26'00" W 988.56 feet and S 89°36'52" E 42.04 feet from the NW corner of said Section 13; thence continuing S 89°36'52" E 14.03 feet; thence S 04°22'51" W 92.30 feet; thence S 02°28'58" W 143.29 feet; thence S 00°05'28" E 46.49 feet; thence S 00°35'11" W 47.70 feet; thence N 89°29'10" W 14.0 feet; thence N 00°35'11" E 47.63 feet; thence N 00°05'28" W 46.72 feet; thence N 02°28'58" E 143.84 feet; thence N 04°22'51" E 91.56 feet to the Point of Beginning.
Contains 4,617 sq. ft. or 0.106 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 25 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 25 feet of the West 58 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 8,242 sq. ft. or 0.189 acres of land. Subject to all easements and restrictions of record, if any.

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor or the basis of assessment records and related information;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a non-motorized pathway/sidewalk along the east side of Meadowbrook Road between Eleven and Twelve Mile in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City Consulting Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Eight Thousand Four Hundred and Ninety-Four (\$8,494.00) Dollars for the permanent Sidewalk Easement and Temporary Grading Permit acquisition. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property by the City Assessor.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to

place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$8,494.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this 17th day of June, 2013.

MARYANNE CORNELIUS, CITY CLERK

AGREEMENT OF SALE
OFFER TO PURCHASE EASEMENTS OVER REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements in, over, upon, and through real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-13-100-007):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 988.56 feet from the NW corner said Section 13; thence S 89°36'52" E 1380.0 feet; thence S 02°19'48" W 332.62 feet; thence N 89°29'10" W 1380.60 feet; thence N 02°26'00" E 329.52 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 988.56 feet and S 89°36'52" E 42.04 feet from the NW corner of said Section 13; thence continuing S 89°36'52" E 14.03 feet; thence S 04°22'51" W 92.30 feet; thence S 02°28'58" W 143.29 feet; thence S 00°05'28" E 46.49 feet; thence S 00°35'11" W 47.70 feet; thence N 89°29'10" W 14.0 feet; thence N 00°35'11" E 47.63 feet; thence N 00°05'28" W 46.72 feet; thence N 02°28'58" E 143.84 feet; thence N 04°22'51" E 91.56 feet to the Point of Beginning.
Contains 4,617 sq. ft. or 0.106 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 25 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 25 feet of the West 58 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 8,242 sq. ft. or 0.189 acres of land. Subject to all easements and restrictions of record, if any.

And to pay therefore the sum Eight Thousand Four Hundred and Ninety-Four (\$8,494.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the permanent Sidewalk Easement to the City as described above.
- (ii) Delivery of the Temporary Grading Permit to the City as described above.

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with construction of a non-motorized pathway system along the east side of Meadowbrook Road between Eleven and Twelve Mile over, across, upon and through the above-described premises in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Fourteen (14) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

Dated: _____, 2013

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: _____
Its: ROBERT J. GATT
Mayor

By: _____
Its: MARYANNE CORNELIUS
City Clerk

SELLER:

MERCY HEALTH SERVICES, a Michigan non-
profit corporation

By: _____

Dated: _____, 2013

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2013

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road (the "Improvements") in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire easements over certain property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of the Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of constructing a non-motorized pathway/sidewalk east side of Meadowbrook Road between Eleven and Twelve Mile Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property:

PARCEL DESCRIPTION (50-22-13-100-007):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 988.56 feet from the NW corner said Section 13; thence S 89°36'52" E 1380.0 feet; thence S 02°19'48" W 332.62 feet; thence N 89°29'10" W 1380.60 feet; thence N 02°26'00" E 329.52 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

A. PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 988.56 feet and S 89°36'52" E 42.04 feet from the NW corner of said Section 13; thence continuing S 89°36'52" E 14.03 feet; thence S 04°22'51" W 92.30 feet; thence S 02°28'58" W 143.29 feet; thence S 00°05'28" E 46.49 feet; thence S 00°35'11" W 47.70 feet; thence N 89°29'10" W 14.0 feet; thence N 00°35'11" E 47.63 feet; thence N 00°05'28" W 46.72 feet; thence N 02°28'58" E 143.84 feet; thence N 04°22'51" E 91.56 feet to the Point of Beginning.
Contains 4,617 sq. ft. or 0.106 acres of land. Subject to all easements and restrictions of record, if any.

B. TEMPORARY GRADING PERMIT DESCRIPTION:

A 25 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 25 feet of the West 58 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 8,242 sq. ft. or 0.189 acres of land. Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: Mercy Health Services, a Michigan non-profit corporation
3. Names of each person, other than the Owners, having a potential interest in the property: City of Novi
4. Estimated Just Compensation: \$8,494
5. The City of Novi reserves its rights to bring federal or state cost recovery actions against the present owner of the property.

_____ CITY OF NOVI

_____ By: _____
Clay J. Pearson, City Manager

Dated: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Prepared By and When Recorded, Return To:
Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627
F:\WPDOC_MUNICIPAL_NON-MMRMA\Novi\EKS\Declaration of Taking.docx

VALUATION STATEMENT

Pathway Easements

Property Owner(s): Mercy Health Services.

34605 Twelve Mile Road, Farmington Hills, MI 48331.

Address: 50-22-13-100-007.

Area to be acquired: 4,617 SF (Perm), 3,294 SF (Temp).

Price per square foot/acres x \$ 3.22.

Total \$ N/A. Fee (Permanent)

x 50% \$ 7,433. Easement (Permanent)

x 10% \$ 1,061. Grading Permit (Temporary)

Just Compensation \$ 8,494.

ADDITIONAL INFORMATION:

LPA Approval: _____ Date: _____

JOB NUMBER	PARCEL	NAME
------------	--------	------

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Mercy Health Services, a Michigan non-profit corporation, whose address is 20555 Victor Parkway, Livonia, MI 48152, for and in consideration of Eight Thousand Four Hundred Ninety Four (\$8494.00) Dollars, 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, a permanent easement for a public non-motorized pathway over across and through property located in Section 13, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-13-100-007

{See attached and incorporated Exhibit A}

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

{See attached and incorporated Exhibit A-the 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, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of a 10 foot wide asphalt non-motorized pathway.

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 Area, 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 A.

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

While this Agreement is in effect, Grantee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name GRANTOR as an additional insured. The policy shall describe the Easement Area in the same manner as the Easement Area is described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving GRANTOR (Attention: _____, 20555 Victor Parkway, Livonia, MI 48152) 10 days written notice, as evidenced by receipt of registered letter. Grantee shall provide evidence of such coverage to GRANTOR.

Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed in the Easement Area, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save GRANTOR 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 Grantee's use of the Easement Area. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, due, or claimed to be due, to the negligence of any such contractor or subcontractor. Further, Grantee 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 \$5,000,000.00 per occurrence, 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 GRANTOR as an additional insured.

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 non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this _____ day of _____, 2013.

GRANTOR
MERCY HEALTH SERVICES, a
Michigan non-profit corporation

By:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of Mercy Health Services, a Michigan non-profit corporation, on its behalf _____

Notary Public
_____ County, Michigan
My Commission Expires:

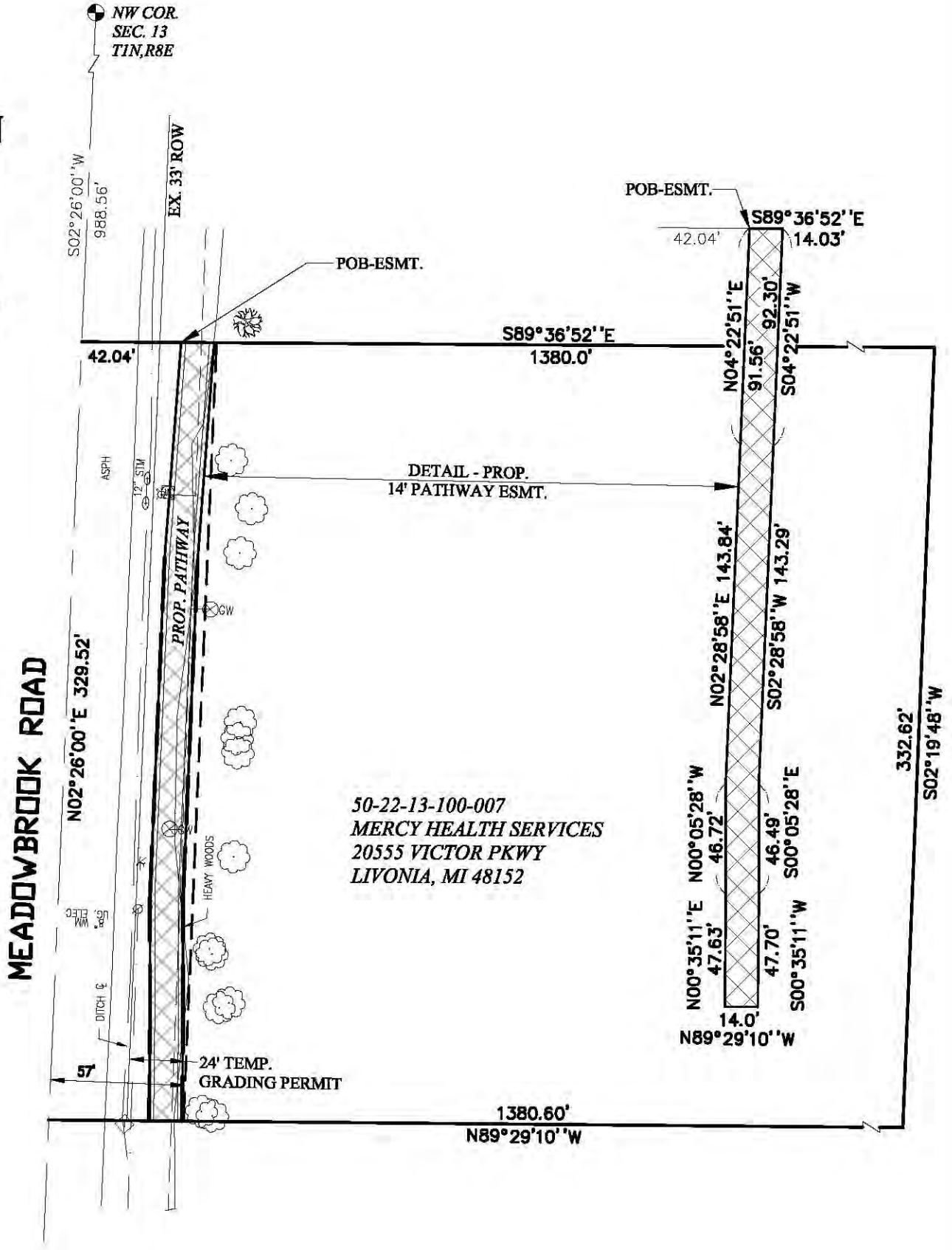
Drafted by:

Elizabeth Kudla Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

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

PATHWAY EASEMENT SKETCH

Exhibit "A"



PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-007

CLIENT: CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-27-13
DRAWN BY: SH
DWG: 22-13-100-007

SHEET
1 OF 2

JOB NO.
0163-12-0130

PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-13-100-007):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 988.56 feet from the NW corner said Section 13; thence S 89°36'52" E 1380.0 feet; thence S 02°19'48" W 332.62 feet; thence N 89°29'10" W 1380.60 feet; thence N 02°26'00" E 329.52 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 988.56 feet and S 89°36'52" E 42.04 feet from the NW corner of said Section 13; thence continuing S 89°36'52" E 14.03 feet; thence S 04°22'51" W 92.30 feet; thence S 02°28'58" W 143.29 feet; thence S 00°05'28" E 46.49 feet; thence S 00°35'11" W 47.70 feet; thence N 89°29'10" W 14.0 feet; thence N 00°35'11" E 47.63 feet; thence N 00°05'28" W 46.72 feet; thence N 02°28'58" E 143.84 feet; thence N 04°22'51" E 91.56 feet to the Point of Beginning.

Contains 4,617 sq. ft. or 0.106 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 24 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 24 feet of the West 57 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 3,294 sq. ft. or 0.076 acres of land. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-007

CLIENT:

CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-30-13
DRAWN BY: SH
DWG: 22-13-100-007

SHEET

2 OF 2

JOB NO.

0163-12-0130

TEMPORARY GRADING PERMIT

I, _____, the _____ of the property as
(print name)

described as Parcel No. 50-22-13-100-007 in Novi, Michigan 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 property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Grading, tree removal and related construction activities required for the construction of a non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Metro Connector Trail" by Orchard, Hiltz & McCliment, Inc.

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.

Owner (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Fax Number

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Mercy Health Services, a Michigan _____.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on June 17, 2013, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-13-100-008):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
The North 158.0 feet of the N 1/2 of the S 1/2 of the W 1/2 of the NW 1/4 of said Section 13. Subject to all easements and restrictions of record, if any.

WHEREAS, proposed plans showing said improvements have been prepared and are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent easement and other interests in that portion of the above-described real estate described as follows:

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Beginning at a point distant S 02°26'00" W 1318.08 feet and S 89°29'10" E 42.40 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.00 feet; thence S 00°35'11" W 33.06 feet; thence S 04°49'43" W 99.21 feet; thence S 03°06'26" W 25.94 feet; thence N 89°29'10" W 14.01 feet; thence N 03°06'26" E 26.79 feet; thence N 04°49'43" E 98.90 feet; thence N 00°35'11" E 32.53 feet to the Point of Beginning. Contains 2,215 sq. ft. or 0.05 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 32 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 32 feet of the West 65 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 5,058 sq. ft. or 0.116 acres of land. Subject to all easements and restrictions of record, if any.

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor or the basis of assessment records and related information;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a non-motorized pathway/sidewalk along the east side of Meadowbrook Road between Eleven and Twelve Mile

in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City Consulting Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Three Thousand One Hundred and Ninety-Seven (\$3,197.00) Dollars for the permanent Sidewalk Easement and Temporary Grading Permit acquisition. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property by the City Assessor.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$3,197.00) into a separate account and to hold such money on deposit as the

estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this 17th day of June, 2013.

MARYANNE CORNELIUS, CITY CLERK

AGREEMENT OF SALE
OFFER TO PURCHASE EASEMENTS OVER REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements in, over, upon, and through real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-13-100-008):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
The North 158.0 feet of the N 1/2 of the S 1/2 of the W 1/2 of the NW 1/4 of said Section 13. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 1318.08 feet and S 89°29'10" E 42.40 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.00 feet; thence S 00°35'11" W 33.06 feet; thence S 04°49'43" W 99.21 feet; thence S 03°06'26" W 25.94 feet; thence N 89°29'10" W 14.01 feet; thence N 03°06'26" E 26.79 feet; thence N 04°49'43" E 98.90 feet; thence N 00°35'11" E 32.53 feet to the Point of Beginning.
Contains 2,215 sq. ft. or 0.05 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 32 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 32 feet of the West 65 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 5,058 sq. ft. or 0.116 acres of land. Subject to all easements and restrictions of record, if any.

And to pay therefore the sum Three Thousand One Hundred and Ninety-Seven (\$3,197.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the permanent Sidewalk Easement to the City as described above.
- (ii) Delivery of the Temporary Grading Permit to the City as described above.

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with construction of a non-motorized pathway system along the east side of Meadowbrook Road between Eleven and Twelve Mile over, across, upon and through the above-described premises in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Fourteen (14) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

Dated: _____, 2013

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: ROBERT J. GATT
Its: Mayor

By: MARYANNE CORNELIUS
Its: City Clerk

SELLER:

MERCY HEALTH SERVICES, a Michigan non-
profit corporation

By: _____

Dated: _____, 2013

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2013

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road (the "Improvements") in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire easements over certain property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of the Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of constructing a non-motorized pathway/sidewalk east side of Meadowbrook Road between Eleven and Twelve Mile Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property:

PARCEL DESCRIPTION (50-22-13-100-007):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 988.56 feet from the NW corner said Section 13; thence S 89°36'52" E 1380.0 feet; thence S 02°19'48" W 332.62 feet; thence N 89°29'10" W 1380.60 feet; thence N 02°26'00" E 329.52 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

A. PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 988.56 feet and S 89°36'52" E 42.04 feet from the NW corner of said Section 13; thence continuing S 89°36'52" E 14.03 feet; thence S 04°22'51" W 92.30 feet; thence S 02°28'58" W 143.29 feet; thence S 00°05'28" E 46.49 feet; thence S 00°35'11" W 47.70 feet; thence N 89°29'10" W 14.0 feet; thence N 00°35'11" E 47.63 feet; thence N 00°05'28" W 46.72 feet; thence N 02°28'58" E 143.84 feet; thence N 04°22'51" E 91.56 feet to the Point of Beginning.
Contains 4,617 sq. ft. or 0.106 acres of land. Subject to all easements and restrictions of record, if any.

B. TEMPORARY GRADING PERMIT DESCRIPTION:

A 25 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 25 feet of the West 58 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 8,242 sq. ft. or 0.189 acres of land. Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: Mercy Health Services, a Michigan non-profit corporation
3. Names of each person, other than the Owners, having a potential interest in the property: City of Novi
4. Estimated Just Compensation: \$3,197
5. The City of Novi reserves its rights to bring federal or state cost recovery actions against the present owner of the property.

_____ CITY OF NOVI

_____ By: _____
Clay J. Pearson, City Manager

Dated: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Prepared By and When Recorded, Return To:
Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627
F:\WPDOC_MUNICIPAL_NON-MMRMA\Novi\EKS\Declaration of Taking.docx

VALUATION STATEMENT

Pathway Easements

Property Owner(s): Mercy Health Services.

34605 Twelve Mile Road, Farmington Hills, MI 48331.

Address: 50-22-13-100-008.

Area to be acquired: 2,215 SF (Perm), 2,527 SF (Temp).

Price per square foot/acres x \$ 2.35.

Total \$ N/A Fee (Permanent)

x 50% \$ 2,603 Easement (Permanent)

x 10% \$ 594 Grading Permit (Temporary)

Just Compensation \$ 3,197.

ADDITIONAL INFORMATION:

LPA Approval: _____ Date: _____

JOB NUMBER	PARCEL	NAME
------------	--------	------

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Mercy Health Services, a Michigan non-profit corporation, whose address is 20555 Victor Parkway, Livonia, MI 48152, for and in consideration of Three Thousand One Hundred Ninety Seven (\$3197.00) Dollars, 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, a permanent easement for a public non-motorized pathway over across and through property located in Section 13, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-13-100-008

{See attached and incorporated Exhibit A}

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

{See attached and incorporated Exhibit A-the 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, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of a 10 foot wide asphalt non-motorized pathway.

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 Area, 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 A.

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

While this Agreement is in effect, Grantee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name GRANTOR as an additional insured. The policy shall describe the Easement Area in the same manner as the Easement Area is described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving GRANTOR (Attention: _____, 20555 Victor Parkway, Livonia, MI 48152) 10 days written notice, as evidenced by receipt of registered letter. Grantee shall provide evidence of such coverage to GRANTOR.

Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed in the Easement Area, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save GRANTOR 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 Grantee's use of the Easement Area. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, due, or claimed to be due, to the negligence of any such contractor or subcontractor. Further, Grantee 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 \$5,000,000.00 per occurrence, 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 GRANTOR as an additional insured.

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 non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this _____ day of _____, 2013.

GRANTOR
MERCY HEALTH SERVICES, a
Michigan non-profit corporation

By:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of Mercy Health Services, a Michigan non-profit corporation, on its behalf _____

Notary Public
_____ County, Michigan
My Commission Expires:

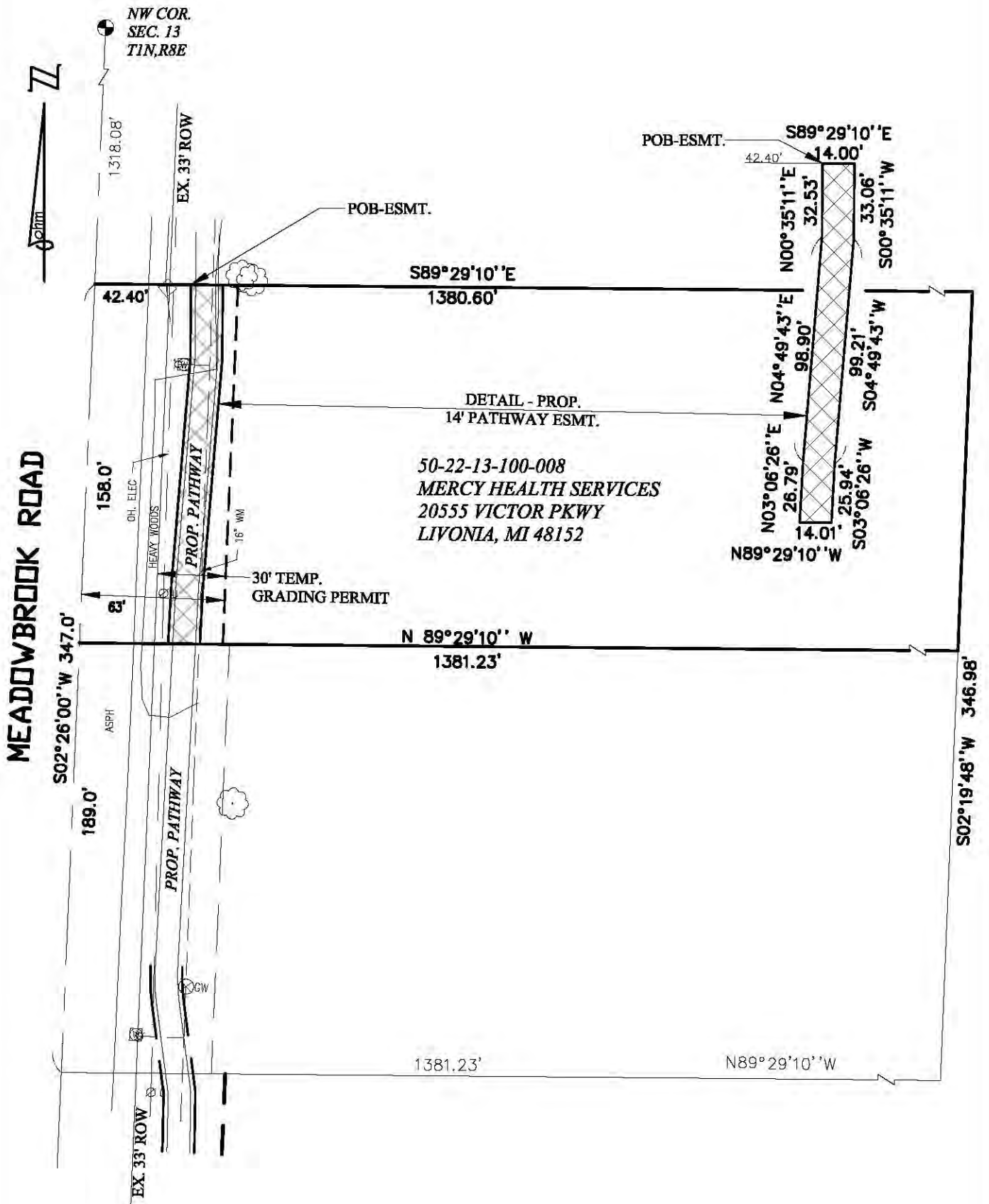
Drafted by:

Elizabeth Kudla Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

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

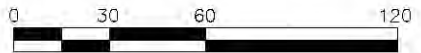
PATHWAY EASEMENT SKETCH

Exhibit "A"



LEGEND

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



SCALE: 1" = 60'

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
 TAX ID NO.: 50-22-13-100-008

CLIENT: CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
 p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-27-13
 DRAWN BY: SH
 DWG: 22-13-100-008

SHEET
 1 OF 2

JOB NO.
 0163-12-0130

PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-13-100-008):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The North 158.0 feet of the N 1/2 of the S 1/2 of the W 1/2 of the NW 1/4 of said Section 13. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 1318.08 feet and S 89°29'10" E 42.40 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.00 feet; thence S 00°35'11" W 33.06 feet; thence S 04°49'43" W 99.21 feet; thence S 03°06'26" W 25.94 feet; thence N 89°29'10" W 14.01 feet; thence N 03°06'26" E 26.79 feet; thence N 04°49'43" E 98.90 feet; thence N 00°35'11" E 32.53 feet to the Point of Beginning.

Contains 2,215 sq. ft. or 0.05 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 30 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 30 feet of the West 63 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,527 sq. ft. or 0.058 acres of land. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-008

CLIENT:

CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-30-13
DRAWN BY: SH
DWG: 22-13-100-008

SHEET

2 OF 2

JOB NO.

0163-12-0130

TEMPORARY GRADING PERMIT

I, _____, the _____ of the property as
(print name)

described as Parcel No. 50-22-13-100-008 in Novi, Michigan 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 property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Grading, tree removal and related construction activities required for the construction of a non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Metro Connector Trail" by Orchard, Hiltz & McCliment, Inc.

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.

Owner (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Fax Number

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Mercy Health Services, a Michigan _____.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on June 17, 2013, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-13-100-009):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
The South 189.0 feet of the North 347.0 feet of the N 1/2 of the S 1/2 of the W 1/2 of the NW 1/4 of said Section 13. Subject to all easements and restrictions of record, if any.

WHEREAS, proposed plans showing said improvements have been prepared and are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent easement and other interests in that portion of the above-described real estate described as follows:

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Beginning at a point distant S 02°26'00" W 1476.08 feet and S 89°29'10" E 38.99 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.01 feet; thence S 03°06'26" W 142.21 feet; thence 15.17 feet along a curve to the left having a radius of 83.0 feet, central angle 10°28'25", chord bears S 02°07'47" E 15.15 feet; thence S 07°22'00" E 32.0 feet; thence N 89°29'10" W 14.13 feet; thence N 07°22'00" W 30.06 feet; thence 17.73 feet along a curve to the right having a radius of 97.0 feet, central angle 10°28'25", chord bears N 02°07'47" W 17.71 feet; thence N 03°06'26" E 141.57 feet to the Point of Beginning. Contains 2,651 sq. ft. or 0.06 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 33 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 33 feet of the West 66 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 3,586 sq. ft. or 0.082 acres of land. Subject to all easements and restrictions of record, if any.

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor or the basis of assessment records and related information;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a non-motorized

pathway/sidewalk along the east side of Meadowbrook Road between Eleven and Twelve Mile in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City Consulting Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Four Thousand Two Hundred and Sixty-One (\$4,261.00) Dollars for the permanent Sidewalk Easement and Temporary Grading Permit acquisition. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property by the City Assessor.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$4,261.00) into a separate account and to hold such money on deposit as the

estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this 17th day of June, 2013.

MARYANNE CORNELIUS, CITY CLERK

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road (the "Improvements") in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire easements over certain property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of the Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of constructing a non-motorized pathway/sidewalk east side of Meadowbrook Road between Eleven and Twelve Mile Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property:

PARCEL DESCRIPTION (50-22-13-100-009):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
The South 189.0 feet of the North 347.0 feet of the N 1/2 of the S 1/2 of the W 1/2 of the NW 1/4 of said Section 13. Subject to all easements and restrictions of record, if any.

A. PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 1476.08 feet and S 89°29'10" E 38.99 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.01 feet; thence S 03°06'26" W 142.21 feet; thence 15.17 feet along a curve to the left having a radius of 83.0 feet, central angle 10°28'25", chord bears S 02°07'47" E 15.15 feet; thence S 07°22'00" E 32.0 feet; thence N 89°29'10" W 14.13 feet; thence N 07°22'00" W 30.06 feet; thence 17.73 feet along a curve to the right having a radius of 97.0 feet, central angle 10°28'25", chord bears N 02°07'47" W 17.71 feet; thence N 03°06'26" E 141.57 feet to the Point of Beginning.
Contains 2,651 sq. ft. or 0.06 acres of land. Subject to all easements and restrictions of record, if any.

B. TEMPORARY GRADING PERMIT DESCRIPTION:

A 33 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 33 feet of the West 66 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 3,586 sq. ft. or 0.082 acres of land. Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: Mercy Health Services, a Michigan non-profit corporation
3. Names of each person, other than the Owners, having a potential interest in the property: City of Novi
4. Estimated Just Compensation: \$4,261
5. The City of Novi reserves its rights to bring federal or state cost recovery actions against the present owner of the property.

_____ CITY OF NOVI

_____ By: _____
Clay J. Pearson, City Manager

Dated: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Prepared By and When Recorded, Return To:
Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627
F:\WPDOC_MUNICIPAL_NON-MMRMA\Novi\EKS\Declaration of Taking.docx

AGREEMENT OF SALE
OFFER TO PURCHASE EASEMENTS OVER REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements in, over, upon, and through real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-13-100-009):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
The South 189.0 feet of the North 347.0 feet of the N 1/2 of the S 1/2 of the W 1/2 of the NW 1/4 of said Section 13. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 1476.08 feet and S 89°29'10" E 38.99 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.01 feet; thence S 03°06'26" W 142.21 feet; thence 15.17 feet along a curve to the left having a radius of 83.0 feet, central angle 10°28'25", chord bears S 02°07'47" E 15.15 feet; thence S 07°22'00" E 32.0 feet; thence N 89°29'10" W 14.13 feet; thence N 07°22'00" W 30.06 feet; thence 17.73 feet along a curve to the right having a radius of 97.0 feet, central angle 10°28'25", chord bears N 02°07'47" W 17.71 feet; thence N 03°06'26" E 141.57 feet to the Point of Beginning.
Contains 2,651 sq. ft. or 0.06 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 33 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 33 feet of the West 66 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 3,586 sq. ft. or 0.082 acres of land. Subject to all easements and restrictions of record, if any.

and to pay therefore the sum Four Thousand Two Hundred and Sixty-One (\$4,261.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the permanent Sidewalk Easement to the City as described above.
- (ii) Delivery of the Temporary Grading Permit to the City as described above.

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with construction of a non-motorized pathway system along the east side of Meadowbrook Road between Eleven and Twelve Mile over, across, upon and through the above-described premises in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Fourteen (14) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

Dated: _____, 2013

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: _____
Its: ROBERT J. GATT
Mayor

By: _____
Its: MARYANNE CORNELIUS
City Clerk

SELLER:

MERCY HEALTH SERVICES, a Michigan non-
profit corporation

By: _____

Dated: _____, 2013

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2013

VALUATION STATEMENT

Pathway Easements

Property Owner(s): Mercy Health Services.

34605 Twelve Mile Road, Farmington Hills, MI 48331.

Address: 50-22-13-100-009.

Area to be acquired: 2,651 SF (Perm), 3,586 SF (Temp).

Price per square foot/acres x \$ 2.53.

Total \$ N/A. Fee (Permanent)

x 50% \$ 3,354. Easement (Permanent)

x 10% \$ 907. Grading Permit (Temporary)

Just Compensation \$ 4,261.

ADDITIONAL INFORMATION:

LPA Approval: _____ Date: _____

JOB NUMBER	PARCEL	NAME
------------	--------	------

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Mercy Health Services, a Michigan non-profit corporation, whose address is 20555 Victor Parkway, Livonia, MI 48152, for and in consideration of Four Thousand Two Hundred Sixty One (\$4261.00) Dollars, 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, a permanent easement for a public non-motorized pathway over across and through property located in Section 13, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-13-100-009

{See attached and incorporated Exhibit A}

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

{See attached and incorporated Exhibit A-the 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, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of a 10 foot wide asphalt non-motorized pathway.

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 Area, 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 A.

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

While this Agreement is in effect, Grantee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name GRANTOR as an additional insured. The policy shall describe the Easement Area in the same manner as the Easement Area is described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving GRANTOR (Attention: _____, 20555 Victor Parkway, Livonia, MI 48152) 10 days written notice, as evidenced by receipt of registered letter. Grantee shall provide evidence of such coverage to GRANTOR.

Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed in the Easement Area, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save GRANTOR 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 Grantee's use of the Easement Area. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, due, or claimed to be due, to the negligence of any such contractor or subcontractor. Further, Grantee 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 \$5,000,000.00 per occurrence, 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 GRANTOR as an additional insured.

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 non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this _____ day of _____, 2013.

GRANTOR
MERCY HEALTH SERVICES, a
Michigan non-profit corporation

By:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of Mercy Health Services, a Michigan non-profit corporation, on its behalf _____

Notary Public
_____ County, Michigan
My Commission Expires:

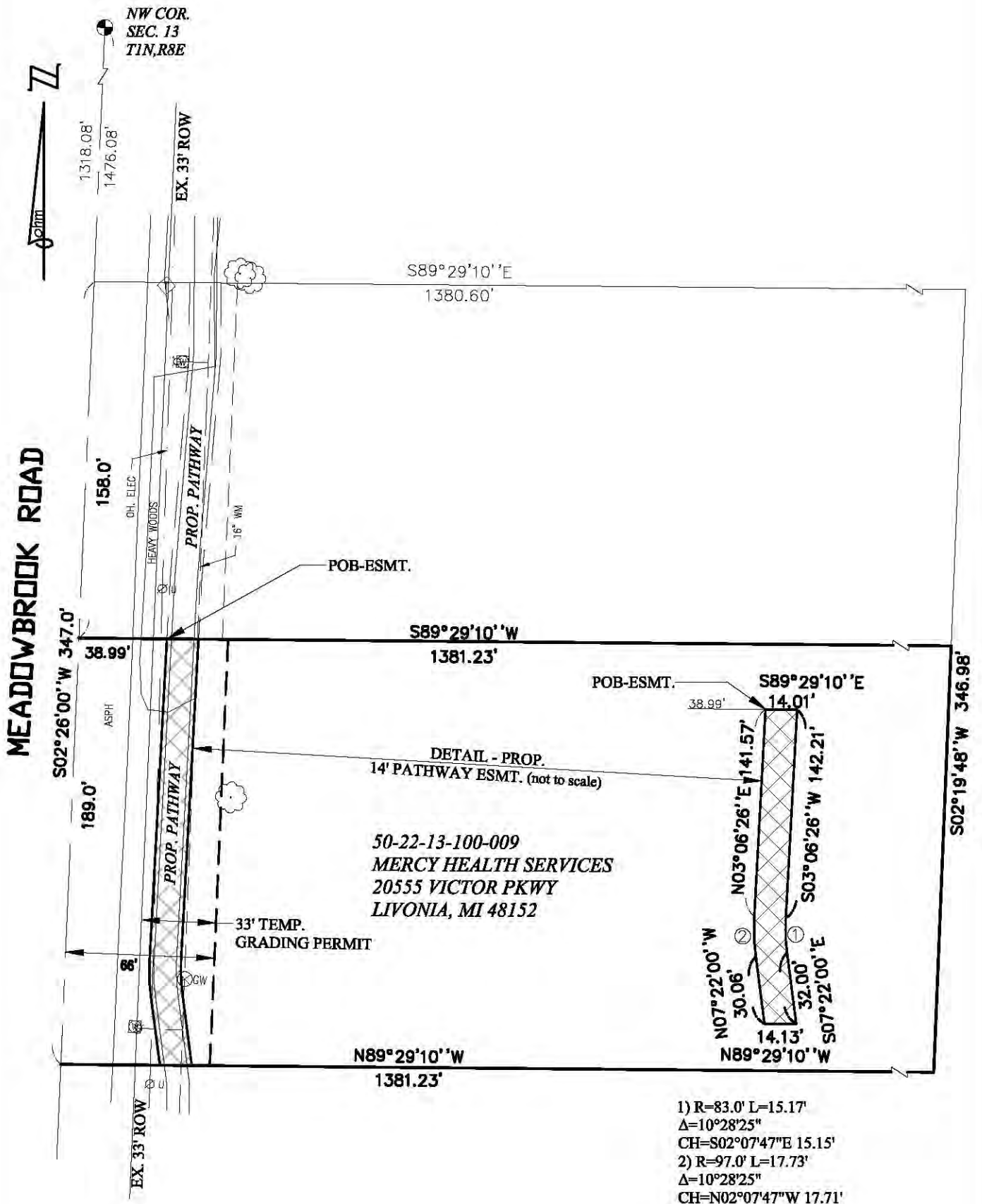
Drafted by:

Elizabeth Kudla Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

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

PATHWAY EASEMENT SKETCH

Exhibit "A"



PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-009

CLIENT: CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
 p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-28-13
 DRAWN BY: SH
 DWG: 22-13-100-009

SHEET
1 OF 2

JOB NO.
0163-12-0130

PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-13-100-009):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The South 189.0 feet of the North 347.0 feet of the N 1/2 of the S 1/2 of the W 1/2 of the NW 1/4 of said Section 13. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 1476.08 feet and S 89°29'10" E 38.99 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.01 feet; thence S 03°06'26" W 142.21 feet; thence 15.17 feet along a curve to the left having a radius of 83.0 feet, central angle 10°28'25", chord bears S 02°07'47" E 15.15 feet; thence S 07°22'00" E 32.0 feet; thence N 89°29'10" W 14.13 feet; thence N 07°22'00" W 30.06 feet; thence 17.73 feet along a curve to the right having a radius of 97.0 feet, central angle 10°28'25", chord bears N 02°07'47" W 17.71 feet; thence N 03°06'26" E 141.57 feet to the Point of Beginning.

Contains 2,651 sq. ft. or 0.06 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 33 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 33 feet of the West 66 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 3,586 sq. ft. or 0.082 acres of land. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-009

CLIENT:

CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-30-13
DRAWN BY: SH
DWG: 22-13-100-009

SHEET

2 OF 2

JOB NO.

0163-12-0130

TEMPORARY GRADING PERMIT

I, _____, the _____ of the property as
(print name)

described as Parcel No. 50-22-13-100-009 in Novi, Michigan 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 property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Grading, tree removal and related construction activities required for the construction of a non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Metro Connector Trail" by Orchard, Hiltz & McCliment, Inc.

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.

Owner (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Fax Number

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Mercy Health Services, a Michigan _____.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on June 17, 2013, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-13-100-010):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant S 02°26'00" W 1318.08 feet from the NW corner of said Section 13; thence S 89°29'10" E 1380.60 feet; thence S 02°19'48" W 665.24 feet; thence N 89°13'45" W 1381.80 feet; thence N 02°26'00" E 659.04 feet to the Point of Beginning, EXCEPT the North 347.0 feet. Subject to all easements and restrictions of record, if any.

WHEREAS, proposed plans showing said improvements have been prepared and are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent easement and other interests in that portion of the above-described real estate described as follows:

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Beginning at a point distant S 02°26'00" W 1665.08 feet and S 89°29'10" E 43.86 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.13 feet; thence S 07°22'00" E 8.04 feet; thence S 01°07'50" W 22.75 feet; thence S 02°58'15" W 196.61 feet; thence S 05°10'49" W 24.44 feet; thence S 05°12'12" W 60.84 feet; thence N 89°13'45" W 14.04 feet; thence N 05°12'12" E 61.93 feet; thence N 05°10'49" E 24.16 feet; thence N 02°58'15" E 196.06 feet; thence N 01°07'50" E 21.54 feet; thence N 07°22'00" W 8.94 feet to the Point of Beginning.
Contains 4,377 sq. ft. or 0.10 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 39 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 39 feet of the West 72 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 7,803 sq. ft. or 0.179 acres of land. Subject to all easements and restrictions of record, if any.

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor or the basis of assessment records and related information;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a non-motorized pathway/sidewalk along the east side of Meadowbrook Road between Eleven and Twelve Mile in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City Consulting Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Six Thousand Five Hundred and Sixty-One (\$6,561.00) Dollars for the permanent Sidewalk Easement and Temporary Grading Permit acquisition. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property by the City Assessor.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to

place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$6,561.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this 17th day of June, 2013.

MARYANNE CORNELIUS, CITY CLERK

AGREEMENT OF SALE
OFFER TO PURCHASE EASEMENTS OVER REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements in, over, upon, and through real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-13-100-010):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 1318.08 feet from the NW corner of said Section 13; thence S 89°29'10" E 1380.60 feet; thence S 02°19'48" W 665.24 feet; thence N 89°13'45" W 1381.80 feet; thence N 02°26'00" E 659.04 feet to the Point of Beginning, EXCEPT the North 347.0 feet. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 1665.08 feet and S 89°29'10" E 43.86 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.13 feet; thence S 07°22'00" E 8.04 feet; thence S 01°07'50" W 22.75 feet; thence S 02°58'15" W 196.61 feet; thence S 05°10'49" W 24.44 feet; thence S 05°12'12" W 60.84 feet; thence N 89°13'45" W 14.04 feet; thence N 05°12'12" E 61.93 feet; thence N 05°10'49" E 24.16 feet; thence N 02°58'15" E 196.06 feet; thence N 01°07'50" E 21.54 feet; thence N 07°22'00" W 8.94 feet to the Point of Beginning.

Contains 4,377 sq. ft. or 0.10 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 39 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 39 feet of the West 72 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 7,803 sq. ft. or 0.179 acres of land. Subject to all easements and restrictions of record, if any.

and to pay therefore the sum Six Thousand Five Hundred and Sixty-One (\$6,561.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the permanent Sidewalk Easement to the City as described above.
- (ii) Delivery of the Temporary Grading Permit to the City as described above.

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with construction of a non-motorized pathway system along the east side of Meadowbrook Road between Eleven and Twelve Mile over, across, upon and through the above-described premises in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Fourteen (14) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

Dated: _____, 2013

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: ROBERT J. GATT
Its: Mayor

By: MARYANNE CORNELIUS
Its: City Clerk

SELLER:

MERCY HEALTH SERVICES, a Michigan non-
profit corporation

By: _____

Dated: _____, 2013

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2013

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road (the "Improvements") in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire easements over certain property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of the Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of constructing a non-motorized pathway/sidewalk east side of Meadowbrook Road between Eleven and Twelve Mile Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property:

PARCEL DESCRIPTION (50-22-13-100-010):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 1318.08 feet from the NW corner of said Section 13; thence S 89°29'10" E 1380.60 feet; thence S 02°19'48" W 665.24 feet; thence N 89°13'45" W 1381.80 feet; thence N 02°26'00" E 659.04 feet to the Point of Beginning, EXCEPT the North 347.0 feet. Subject to all easements and restrictions of record, if any.

A. PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 1665.08 feet and S 89°29'10" E 43.86 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.13 feet; thence S 07°22'00" E 8.04 feet; thence S 01°07'50" W 22.75 feet; thence S 02°58'15" W 196.61 feet; thence S 05°10'49" W 24.44 feet; thence S 05°12'12" W 60.84 feet; thence N 89°13'45" W 14.04 feet; thence N 05°12'12" E 61.93 feet; thence N 05°10'49" E 24.16 feet; thence N 02°58'15" E 196.06 feet; thence N 01°07'50" E 21.54 feet; thence N 07°22'00" W 8.94 feet to the Point of Beginning.

Contains 4,377 sq. ft. or 0.10 acres of land. Subject to all easements and restrictions of record, if any.

B. TEMPORARY GRADING PERMIT DESCRIPTION:

A 39 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 39 feet of the West 72 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 7,803 sq. ft. or 0.179 acres of land. Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: Mercy Health Services, a Michigan non-profit corporation
3. Names of each person, other than the Owners, having a potential interest in the property: City of Novi
4. Estimated Just Compensation: \$6,561
5. The City of Novi reserves its rights to bring federal or state cost recovery actions against the present owner of the property.

_____ CITY OF NOVI

_____ By: _____
Clay J. Pearson, City Manager

Dated: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Prepared By and When Recorded, Return To:
Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627
F:\WPDOC\MUNICIPAL_NON-MMRMA\Novi\EKS\Declaration of Taking.docx

VALUATION STATEMENT

Pathway Easements

Property Owner(s): Mercy Health Services.

34605 Twelve Mile Road, Farmington Hills, MI 48331.

Address: 50-22-13-100-010.

Area to be acquired: 4,377 SF (Perm), 7,803 SF (Temp).

Price per square foot/acres x \$ 2.21.

Total \$ N/A Fee (Permanent)

x 50% \$ 4,837 Easement (Permanent)

x 10% \$ 1,724 Grading Permit (Temporary)

Just Compensation \$ 6,561.

ADDITIONAL INFORMATION:

LPA Approval: _____ Date: _____

JOB NUMBER	PARCEL	NAME
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SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Mercy Health Services, a Michigan non-profit corporation, whose address is 20555 Victor Parkway, Livonia, MI 48152, for and in consideration of Six Thousand Five Hundred Sixty One (\$6561.00) Dollars, 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, a permanent easement for a public non-motorized pathway over across and through property located in Section 13, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-13-100-010

{See attached and incorporated Exhibit A}

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

{See attached and incorporated Exhibit A-the 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, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of a 10 foot wide asphalt non-motorized pathway.

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 Area, 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 A.

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

While this Agreement is in effect, Grantee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name GRANTOR as an additional insured. The policy shall describe the Easement Area in the same manner as the Easement Area is described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving GRANTOR (Attention: _____, 20555 Victor Parkway, Livonia, MI 48152) 10 days written notice, as evidenced by receipt of registered letter. Grantee shall provide evidence of such coverage to GRANTOR.

Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed in the Easement Area, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save GRANTOR 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 Grantee's use of the Easement Area. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, due, or claimed to be due, to the negligence of any such contractor or subcontractor. Further, Grantee 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 \$5,000,000.00 per occurrence, 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 GRANTOR as an additional insured.

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 non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this _____ day of _____, 2013.

GRANTOR
MERCY HEALTH SERVICES, a
Michigan non-profit corporation

By:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of Mercy Health Services, a Michigan non-profit corporation, on its behalf _____

Notary Public
_____ County, Michigan
My Commission Expires:

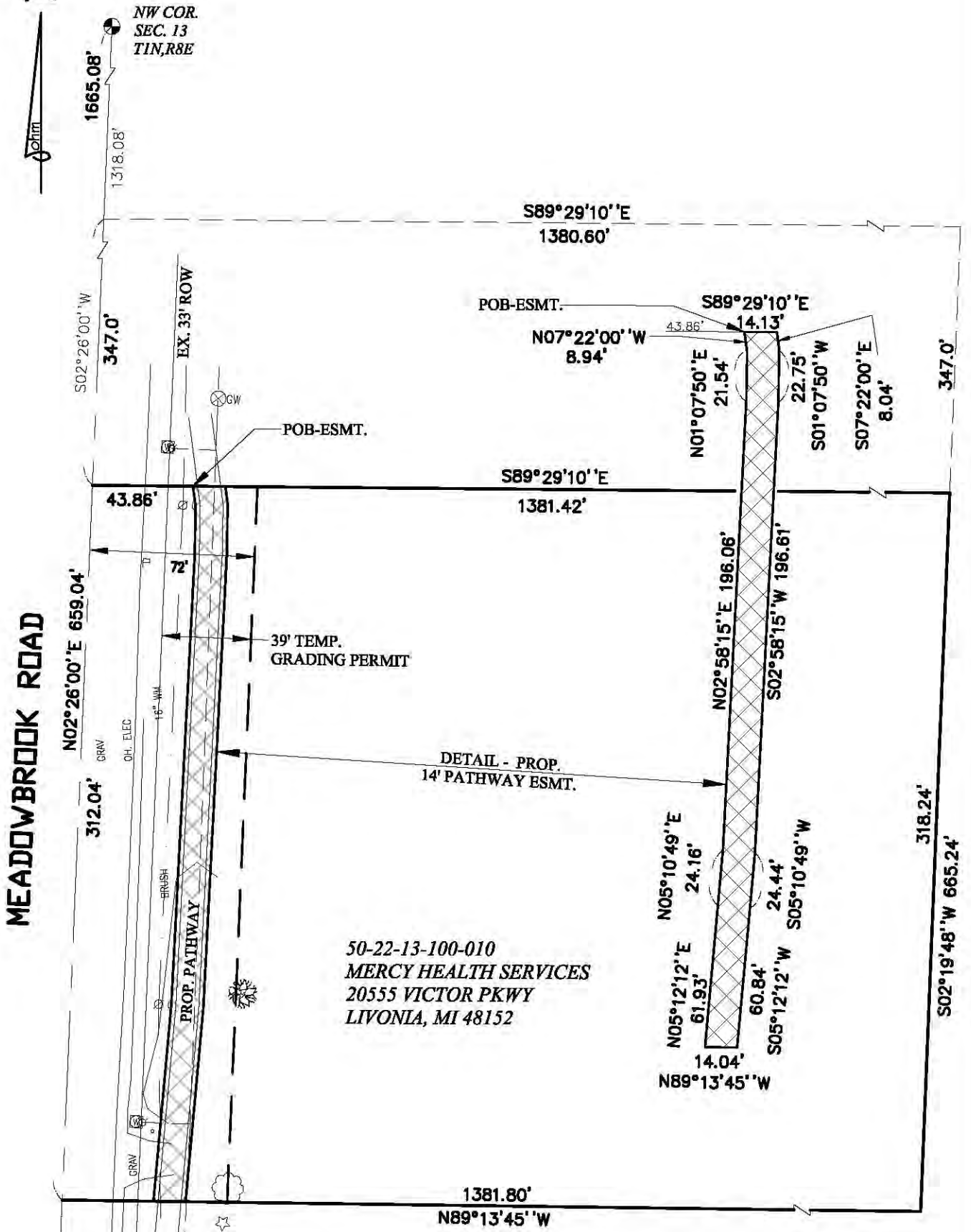
Drafted by:

Elizabeth Kudla Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

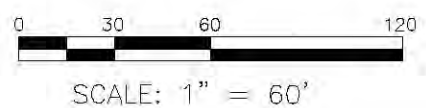
When recorded return to:
Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile
Novi, MI 48375

PATHWAY EASEMENT SKETCH

Exhibit "A"



- LEGEND**
- ROW RIGHT OF WAY
 - PUBLIC LAND CORNER
 - POB POINT OF BEGINNING
 - ▨ PATHWAY EASEMENT



PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-010

CLIENT: CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
 p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-28-13
 DRAWN BY: SH
 DWG: 22-13-100-010

SHEET
1 OF 2

JOB NO.
0163-12-0130

PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-13-100-010):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 1318.08 feet from the NW corner of said Section 13; thence S 89°29'10" E 1380.60 feet; thence S 02°19'48" W 665.24 feet; thence N 89°13'45" W 1381.80 feet; thence N 02°26'00" E 659.04 feet to the Point of Beginning, EXCEPT the North 347.0 feet. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant S 02°26'00" W 1665.08 feet and S 89°29'10" E 43.86 feet from the NW corner of said Section 13; thence continuing S 89°29'10" E 14.13 feet; thence S 07°22'00" E 8.04 feet; thence S 01°07'50" W 22.75 feet; thence S 02°58'15" W 196.61 feet; thence S 05°10'49" W 24.44 feet; thence S 05°12'12" W 60.84 feet; thence N 89°13'45" W 14.04 feet; thence N 05°12'12" E 61.93 feet; thence N 05°10'49" E 24.16 feet; thence N 02°58'15" E 196.06 feet; thence N 01°07'50" E 21.54 feet; thence N 07°22'00" W 8.94 feet to the Point of Beginning.

Contains 4,377 sq. ft. or 0.10 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 39 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 39 feet of the West 72 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 7,803 sq. ft. or 0.179 acres of land. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-010

CLIENT:

CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-30-13
DRAWN BY: SH
DWG: 22-13-100-010

SHEET

2 OF 2

JOB NO.

0163-12-0130

TEMPORARY GRADING PERMIT

I, _____, the _____ of the property as
(print name)

described as Parcel No. 50-22-13-100-010 in Novi, Michigan 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 property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Grading, tree removal and related construction activities required for the construction of a non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Metro Connector Trail" by Orchard, Hiltz & McCliment, Inc.

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.

Owner (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Fax Number

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Mercy Health Services, a Michigan _____.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on June 17, 2013, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-13-100-020):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant N 02°26'00" E 450.34 feet from the West 1/4 corner of said Section 13; thence N 02°26'00" E 208.70 feet; thence S 89°19'00" E 208.70 feet; thence S 02°26'00" W (recorded as S 01°59'34" W) 208.70 feet; thence N 89°19'00" W (recorded as N 89°11'40" W) 208.70 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

WHEREAS, proposed plans showing said improvements have been prepared and are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent easement and other interests in that portion of the above-described real estate described as follows:

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Beginning at a point distant N 02°26'00" E 450.34 feet and S 89°19'00" E 38.62 feet from the West 1/4 corner of said Section 13; thence N 02°33'28" W 3.31 feet; thence N 03°28'17" W 37.05 feet; thence N 03°16'13" E 79.08 feet; thence N 05°06'57" E 89.62 feet; thence S 89°19'00" E 14.04 feet; thence S 05°06'57" W 90.48 feet; thence S 03°16'13" W 78.03 feet; thence S 03°28'17" E 36.34 feet; thence S 02°33'28" E 4.21 feet; thence N 89°19'00" W 14.02 feet to the Point of Beginning.

Contains 2,926 sq. ft. or 0.067 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 27 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 27 feet of the West 60 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,709 sq. ft. or 0.062 acres of land. Subject to all easements and restrictions of record, if any.

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor or the basis of assessment records and related information;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a non-motorized pathway/sidewalk along the east side of Meadowbrook Road between Eleven and Twelve Mile in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City Consulting Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Three Thousand Six Hundred and Fifty-Nine (\$3,659.00) Dollars for the permanent Sidewalk Easement and Temporary Grading Permit acquisition. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property by the City Assessor.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to

place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$3,659.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this 17th day of June, 2013.

MARYANNE CORNELIUS, CITY CLERK

AGREEMENT OF SALE
OFFER TO PURCHASE EASEMENTS OVER REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements in, over, upon, and through real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-13-100-020):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant N 02°26'00" E 450.34 feet from the West 1/4 corner of said Section 13; thence N 02°26'00" E 208.70 feet; thence S 89°19'00" E 208.70 feet; thence S 02°26'00" W (recorded as S 01°59'34" W) 208.70 feet; thence N 89°19'00" W (recorded as N 89°11'40" W) 208.70 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant N 02°26'00" E 450.34 feet and S 89°19'00" E 38.62 feet from the West 1/4 corner of said Section 13; thence N 02°33'28" W 3.31 feet; thence N 03°28'17" W 37.05 feet; thence N 03°16'13" E 79.08 feet; thence N 05°06'57" E 89.62 feet; thence S 89°19'00" E 14.04 feet; thence S 05°06'57" W 90.48 feet; thence S 03°16'13" W 78.03 feet; thence S 03°28'17" E 36.34 feet; thence S 02°33'28" E 4.21 feet; thence N 89°19'00" W 14.02 feet to the Point of Beginning.

Contains 2,926 sq. ft. or 0.067 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 27 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 27 feet of the West 60 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,709 sq. ft. or 0.062 acres of land. Subject to all easements and restrictions of record, if any.

And to pay therefore the sum of Three Thousand Six Hundred and Fifty-Nine (\$3,659.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the permanent Sidewalk Easement to the City as described above.
- (ii) Delivery of the Temporary Grading Permit to the City as described above.

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with construction of a non-motorized pathway system along the east side of Meadowbrook Road between Eleven and Twelve Mile over, across, upon and through the above-described premises in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Fourteen (14) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

Dated: _____, 2013

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: _____
Its: ROBERT J. GATT
Mayor

By: _____
Its: MARYANNE CORNELIUS
City Clerk

SELLER:

MERCY HEALTH SERVICES, a Michigan non-
profit corporation

By: _____

Dated: _____, 2013

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2013

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road (the "Improvements") in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire easements over certain property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of the Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of constructing a non-motorized pathway/sidewalk east side of Meadowbrook Road between Eleven and Twelve Mile Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property:

PARCEL DESCRIPTION (50-22-13-100-020):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant N 02°26'00" E 450.34 feet from the West 1/4 corner of said Section 13; thence N 02°26'00" E 208.70 feet; thence S 89°19'00" E 208.70 feet; thence S 02°26'00" W (recorded as S 01°59'34" W) 208.70 feet; thence N 89°19'00" W (recorded as N 89°11'40" W) 208.70 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

A. PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant N 02°26'00" E 450.34 feet and S 89°19'00" E 38.62 feet from the West 1/4 corner of said Section 13; thence N 02°33'28" W 3.31 feet; thence N 03°28'17" W 37.05 feet; thence N 03°16'13" E 79.08 feet; thence N 05°06'57" E 89.62 feet; thence S 89°19'00" E 14.04 feet; thence S 05°06'57" W 90.48 feet; thence S 03°16'13" W 78.03 feet; thence S 03°28'17" E 36.34 feet; thence S 02°33'28" E 4.21 feet; thence N 89°19'00" W 14.02 feet to the Point of Beginning.

Contains 2,926 sq. ft. or 0.067 acres of land. Subject to all easements and restrictions of record, if any.

B. TEMPORARY GRADING PERMIT DESCRIPTION:

A 27 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 27 feet of the West 60 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,709 sq. ft. or 0.062 acres of land. Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: Mercy Health Services, a Michigan non-profit corporation
3. Names of each person, other than the Owners, having a potential interest in the property: City of Novi
4. Estimated Just Compensation: \$3,659
5. The City of Novi reserves its rights to bring federal or state cost recovery actions against the present owner of the property.

_____ CITY OF NOVI

_____ By: _____
Clay J. Pearson, City Manager

Dated: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Prepared By and When Recorded, Return To:
Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627
F:\WPDOC\MUNICIPAL_NON-MMRMA\Novi\EKS\Declaration of Taking.docx

VALUATION STATEMENT

Pathway Easements

Property Owner(s): Mercy Health Services.

34605 Twelve Mile Road, Farmington Hills, MI 48331.

Address: 50-22-13-100-020.

Area to be acquired: 2,926 SF (Perm), 2,709 SF (Temp).

Price per square foot/acres x \$ 2.11.

Total \$ N/A Fee (Permanent)

x 50% \$ 3,087 Easement (Permanent)

x 10% \$ 572 Grading Permit (Temporary)

Just Compensation \$ 3,659.

ADDITIONAL INFORMATION:

LPA Approval: _____ Date: _____

JOB NUMBER	PARCEL	NAME
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SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Mercy Health Services, a Michigan non-profit corporation, whose address is 20555 Victor Parkway, Livonia, MI 48152, for and in consideration of Three Thousand Six Hundred Fifty Nine (\$3659.00) Dollars, 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, a permanent easement for a public non-motorized pathway over across and through property located in Section 13, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-13-100-020

{See attached and incorporated Exhibit A}

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

{See attached and incorporated Exhibit A-the 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, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of a 10 foot wide asphalt non-motorized pathway.

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 Area, 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 A.

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

While this Agreement is in effect, Grantee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name GRANTOR as an additional insured. The policy shall describe the Easement Area in the same manner as the Easement Area is described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving GRANTOR (Attention: _____, 20555 Victor Parkway, Livonia, MI 48152) 10 days written notice, as evidenced by receipt of registered letter. Grantee shall provide evidence of such coverage to GRANTOR.

Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed in the Easement Area, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save GRANTOR 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 Grantee's use of the Easement Area. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, due, or claimed to be due, to the negligence of any such contractor or subcontractor. Further, Grantee 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 \$5,000,000.00 per occurrence, 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 GRANTOR as an additional insured.

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 non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this _____ day of _____, 2013.

GRANTOR
MERCY HEALTH SERVICES, a
Michigan non-profit corporation

By:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of Mercy Health Services, a Michigan non-profit corporation, on its behalf _____

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:

Elizabeth Kudla Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

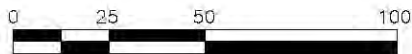
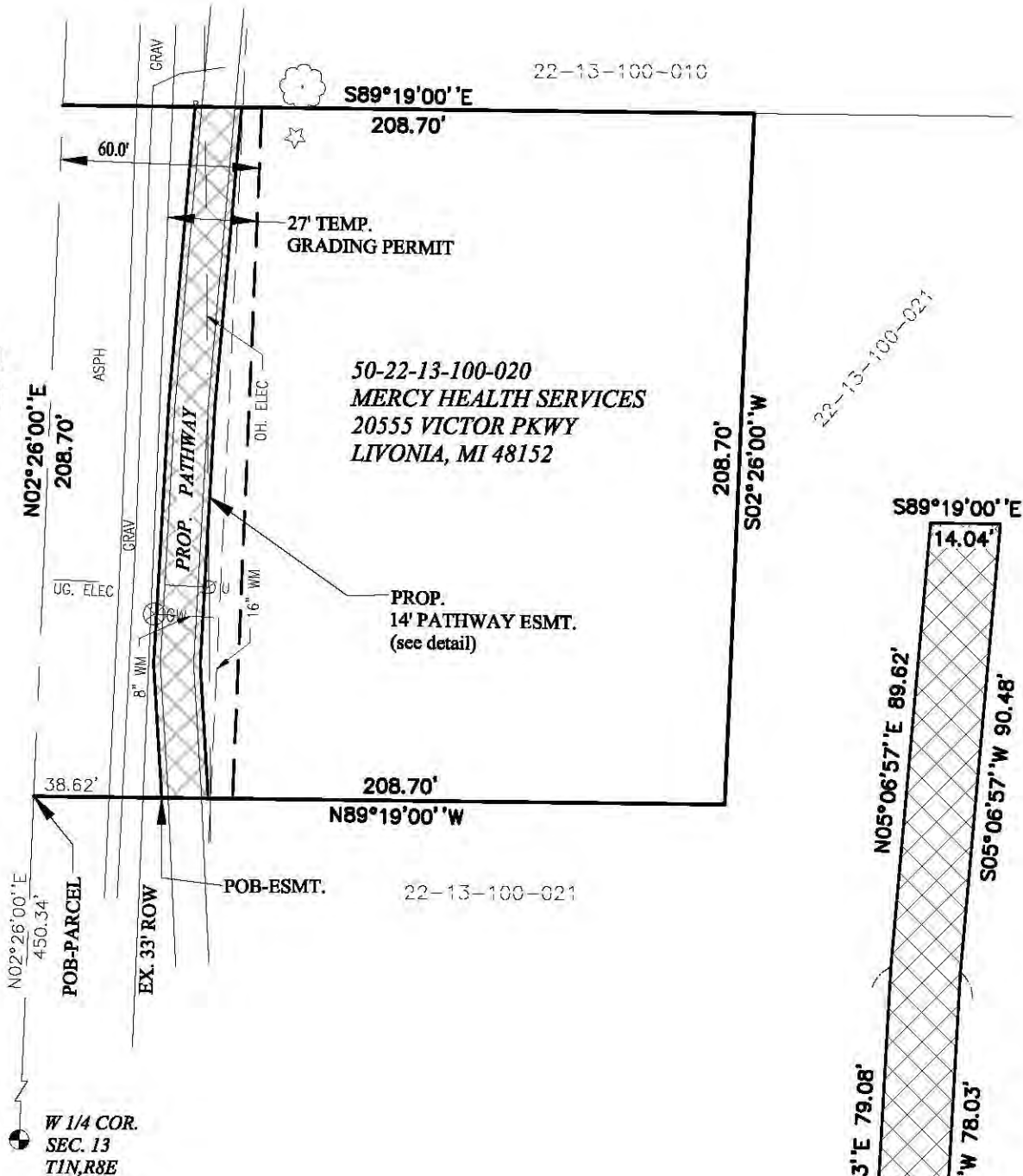
When recorded return to:
Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile
Novi, MI 48375

PATHWAY EASEMENT SKETCH

Exhibit "A"



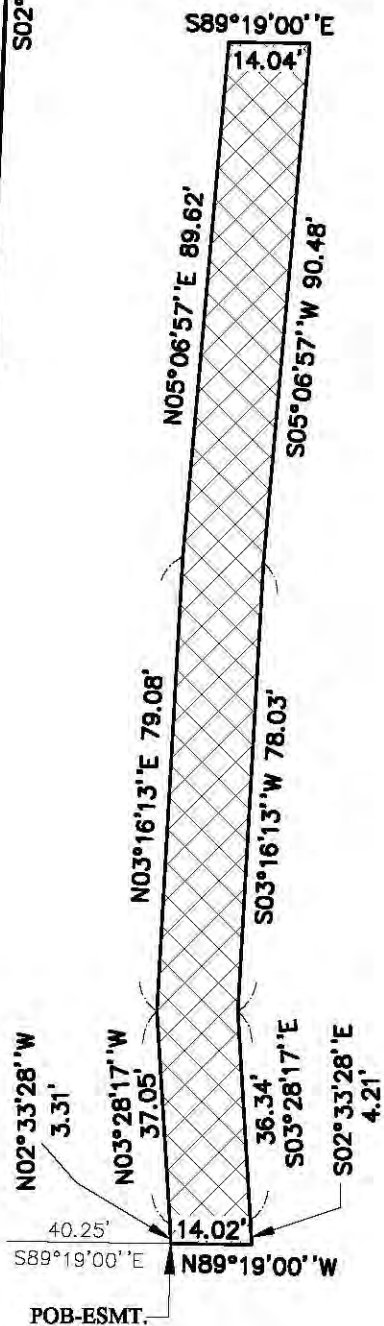
MEADOWBROOK ROAD



SCALE: 1" = 50'

LEGEND

- ROW RIGHT OF WAY
- PUBLIC LAND CORNER
- POB POINT OF BEGINNING
- PATHWAY EASEMENT



DETAIL - PROP. PATHWAY EASEMENT
(not to scale)

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-020

CLIENT: CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-28-13
DRAWN BY: SH
DWG: 22-13-100-020

SHEET
1 OF 2

JOB NO.
0163-12-0130

PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-13-100-020):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant N 02°26'00" E 450.34 feet from the West 1/4 corner of said Section 13; thence N 02°26'00" E 208.70 feet; thence S 89°19'00" E 208.70 feet; thence S 02°26'00" W (recorded as S 01°59'34" W) 208.70 feet; thence N 89°19'00" W (recorded as N 89°11'40" W) 208.70 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant N 02°26'00" E 450.34 feet and S 89°19'00" E 38.62 feet from the West 1/4 corner of said Section 13; thence N 02°33'28" W 3.31 feet; thence N 03°28'17" W 37.05 feet; thence N 03°16'13" E 79.08 feet; thence N 05°06'57" E 89.62 feet; thence S 89°19'00" E 14.04 feet; thence S 05°06'57" W 90.48 feet; thence S 03°16'13" W 78.03 feet; thence S 03°28'17" E 36.34 feet; thence S 02°33'28" E 4.21 feet; thence N 89°19'00" W 14.02 feet to the Point of Beginning.

Contains 2,926 sq. ft. or 0.067 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 27 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 27 feet of the West 60 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 2,709 sq. ft. or 0.062 acres of land. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-020

CLIENT:

CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-30-13
DRAWN BY: SH
DWG: 22-13-100-020

SHEET

2 OF 2

JOB NO.

0163-12-0130

TEMPORARY GRADING PERMIT

I, _____, the _____ of the property as
(print name)

described as Parcel No. 50-22-13-100-020 in Novi, Michigan 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 property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Grading, tree removal and related construction activities required for the construction of a non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Metro Connector Trail" by Orchard, Hiltz & McCliment, Inc.

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.

Owner (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Fax Number

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Mercy Health Services, a Michigan _____.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on June 17, 2013, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-13-100-021):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant N 02°26'00" E 329.52 feet from the West 1/4 corner of said Section 13; thence N 02°26'00" E 120.82 feet; thence S 89°11'40" E 208.70 feet; thence N 01°59'34" E 208.70 feet; thence S 89°19'00" E 1173.10 feet; thence S 02°02'16" W (recorded as S 02°19'48" W) 332.62 feet; thence N 89°10'08" W (recorded as N 89°06'02" W) 1382.40 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

WHEREAS, proposed plans showing said improvements have been prepared and are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent easement and other interests in that portion of the above-described real estate described as follows:

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Beginning at a point distant N 02°26'00" E 329.52 feet and S 89°10'08" E 42.28 feet from the West 1/4 corner of said Section 13; thence 6.94 feet along a curve to the right having a radius of 97.0 feet, central angle 04°05'52", chord bears N 02°00'29" E 6.94 feet; thence N 04°03'25" E 51.44 feet; thence N 02°28'13" W 62.61 feet; thence S 89°11'40" E 14.02 feet; thence S 02°28'13" E 62.60 feet; thence S 04°03'25" W 52.23 feet; thence 6.17 feet along a curve to the left having a radius of 83.0 feet, central angle 04°15'30", chord bears S 01°56'04" W 6.17 feet; thence N 89°10'08" W 14.0 feet to the Point of Beginning. Contains 1,694 sq. ft. or 0.039 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 27 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 27 feet of the West 60 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 1,569 sq. ft. or 0.036 acres of land. Subject to all easements and restrictions of record, if any.

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor or the basis of assessment records and related information;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a non-motorized pathway/sidewalk along the east side of Meadowbrook Road between Eleven and Twelve Mile in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City Consulting Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of One Thousand Nine Hundred and Eighty-Eight (\$1,988.00) Dollars for the permanent Sidewalk Easement and Temporary Grading Permit acquisition. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property by the City Assessor.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to

place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$1,988.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this 17th day of June, 2013.

MARYANNE CORNELIUS, CITY CLERK

AGREEMENT OF SALE
OFFER TO PURCHASE EASEMENTS OVER REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements in, over, upon, and through real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-13-100-021):

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant N 02°26'00" E 329.52 feet from the West 1/4 corner of said Section 13; thence N 02°26'00" E 120.82 feet; thence S 89°11'40" E 208.70 feet; thence N 01°59'34" E 208.70 feet; thence S 89°19'00" E 1173.10 feet; thence S 02°02'16" W (recorded as S 02°19'48" W) 332.62 feet; thence N 89°10'08" W (recorded as N 89°06'02" W) 1382.40 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant N 02°26'00" E 329.52 feet and S 89°10'08" E 42.28 feet from the West 1/4 corner of said Section 13; thence 6.94 feet along a curve to the right having a radius of 97.0 feet, central angle 04°05'52", chord bears N 02°00'29" E 6.94 feet; thence N 04°03'25" E 51.44 feet; thence N 02°28'13" W 62.61 feet; thence S 89°11'40" E 14.02 feet; thence S 02°28'13" E 62.60 feet; thence S 04°03'25" W 52.23 feet; thence 6.17 feet along a curve to the left having a radius of 83.0 feet, central angle 04°15'30", chord bears S 01°56'04" W 6.17 feet; thence N 89°10'08" W 14.0 feet to the Point of Beginning.
Contains 1,694 sq. ft. or 0.039 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 27 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 27 feet of the West 60 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 1,569 sq. ft. or 0.036 acres of land. Subject to all easements and restrictions of record, if any.

and to pay therefore the sum One Thousand Nine Hundred and Eighty-Eight (\$1,988.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the permanent Sidewalk Easement to the City as described above.
- (ii) Delivery of the Temporary Grading Permit to the City as described above.

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with construction of a non-motorized pathway system along the east side of Meadowbrook Road between Eleven and Twelve Mile over, across, upon and through the above-described premises in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Fourteen (14) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

Dated: _____, 2013

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: _____
Its: ROBERT J. GATT
Mayor

By: _____
Its: MARYANNE CORNELIUS
City Clerk

SELLER:

MERCY HEALTH SERVICES, a Michigan non-
profit corporation

By: _____

Dated: _____, 2013

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2013

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road (the "Improvements") in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire easements over certain property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of the Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of constructing a non-motorized pathway/sidewalk east side of Meadowbrook Road between Eleven and Twelve Mile Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property:

PARCEL DESCRIPTION (50-22-13-100-021):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant N 02°26'00" E 329.52 feet from the West 1/4 corner of said Section 13; thence N 02°26'00" E 120.82 feet; thence S 89°11'40" E 208.70 feet; thence N 01°59'34" E 208.70 feet; thence S 89°19'00" E 1173.10 feet; thence S 02°02'16" W (recorded as S 02°19'48" W) 332.62 feet; thence N 89°10'08" W (recorded as N 89°06'02" W) 1382.40 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

A. PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant N 02°26'00" E 329.52 feet and S 89°10'08" E 42.28 feet from the West 1/4 corner of said Section 13; thence 6.94 feet along a curve to the right having a radius of 97.0 feet, central angle 04°05'52", chord bears N 02°00'29" E 6.94 feet; thence N 04°03'25" E 51.44 feet; thence N 02°28'13" W 62.61 feet; thence S 89°11'40" E 14.02 feet; thence S 02°28'13" E 62.60 feet; thence S 04°03'25" W 52.23 feet; thence 6.17 feet along a curve to the left having a radius of 83.0 feet, central angle 04°15'30", chord bears S 01°56'04" W 6.17 feet; thence N 89°10'08" W 14.0 feet to the Point of Beginning.
Contains 1,694 sq. ft. or 0.039 acres of land. Subject to all easements and restrictions of record, if any.

B. TEMPORARY GRADING PERMIT DESCRIPTION:

A 27 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 27 feet of the West 60 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 1,569 sq. ft. or 0.036 acres of land. Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: Mercy Health Services, a Michigan non-profit corporation
3. Names of each person, other than the Owners, having a potential interest in the property: City of Novi
4. Estimated Just Compensation: \$1,988
5. The City of Novi reserves its rights to bring federal or state cost recovery actions against the present owner of the property.

_____ CITY OF NOVI

_____ By: _____
Clay J. Pearson, City Manager

Dated: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Prepared By and When Recorded, Return To:
Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627
F:\WPDOC_MUNICIPAL_NON-MMRMA\Novi\EKS\Declaration of Taking.docx

VALUATION STATEMENT

Pathway Easements

Property Owner(s): Mercy Health Services.

34605 Twelve Mile Road, Farmington Hills, MI 48331.

Address: 50-22-13-100-021.

Area to be acquired: 1,694 SF (Perm), 1,569 SF (Temp).

Price per square foot/acres x \$ 1.98.

Total \$ N/A Fee (Permanent)

x 50% \$ 1,677 Easement (Permanent)

x 10% \$ 311 Grading Permit (Temporary)

Just Compensation \$ 1,988.

ADDITIONAL INFORMATION:

LPA Approval: _____ Date: _____

JOB NUMBER	PARCEL	NAME
------------	--------	------

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Mercy Health Services, a Michigan non-profit corporation, whose address is 20555 Victor Parkway, Livonia, MI 48152, for and in consideration of One Thousand Nine Hundred Eighty Eight (\$1988.00) Dollars, 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, a permanent easement for a public non-motorized pathway over across and through property located in Section 13, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-13-100-021

{See attached and incorporated Exhibit A}

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

{See attached and incorporated Exhibit A-the 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, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of a 10 foot wide asphalt non-motorized pathway.

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 Area, 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 A.

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

While this Agreement is in effect, Grantee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name GRANTOR as an additional insured. The policy shall describe the Easement Area in the same manner as the Easement Area is described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving GRANTOR (Attention: _____, 20555 Victor Parkway, Livonia, MI 48152) 10 days written notice, as evidenced by receipt of registered letter. Grantee shall provide evidence of such coverage to GRANTOR.

Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed in the Easement Area, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save GRANTOR 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 Grantee's use of the Easement Area. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, due, or claimed to be due, to the negligence of any such contractor or subcontractor. Further, Grantee 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 \$5,000,000.00 per occurrence, 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 GRANTOR as an additional insured.

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 non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this _____ day of _____, 2013.

GRANTOR
MERCY HEALTH SERVICES, a
Michigan non-profit corporation

By:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of Mercy Health Services, a Michigan non-profit corporation, on its behalf _____

Notary Public
_____ County, Michigan
My Commission Expires:

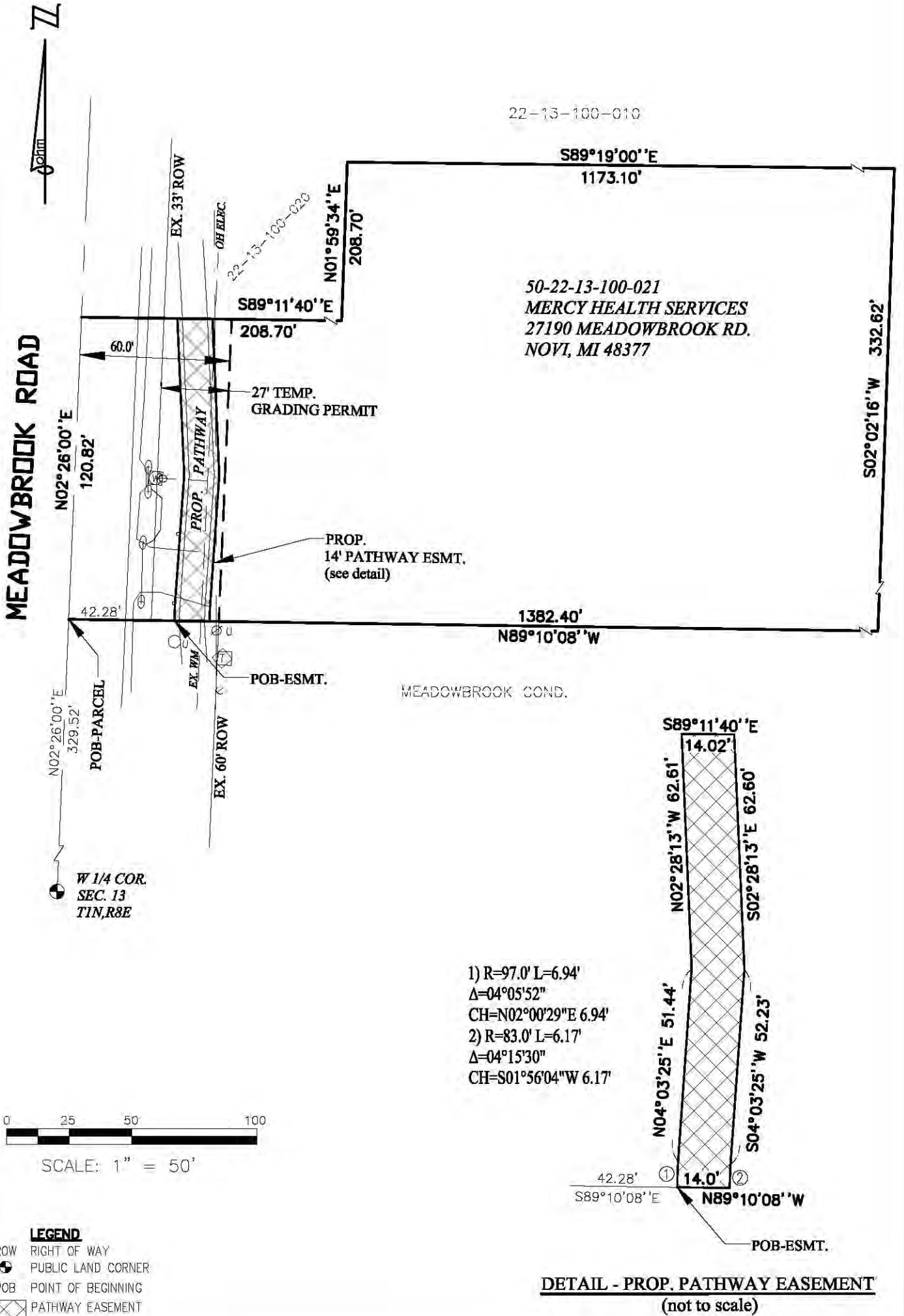
Drafted by:

Elizabeth Kudla Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

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

PATHWAY EASEMENT SKETCH

Exhibit "A"



PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-021

CLIENT: CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-28-13
DRAWN BY: SH
DWG: 22-13-100-021

SHEET
1 OF 2

JOB NO.
0163-12-0130

PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-13-100-021):

(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant N 02°26'00" E 329.52 feet from the West 1/4 corner of said Section 13; thence N 02°26'00" E 120.82 feet; thence S 89°11'40" E 208.70 feet; thence N 01°59'34" E 208.70 feet; thence S 89°19'00" E 1173.10 feet; thence S 02°02'16" W (recorded as S 02°19'48" W) 332.62 feet; thence N 89°10'08" W (recorded as N 89°06'02" W) 1382.40 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant N 02°26'00" E 329.52 feet and S 89°10'08" E 42.28 feet from the West 1/4 corner of said Section 13; thence 6.94 feet along a curve to the right having a radius of 97.0 feet, central angle 04°05'52", chord bears N 02°00'29" E 6.94 feet; thence N 04°03'25" E 51.44 feet; thence N 02°28'13" W 62.61 feet; thence S 89°11'40" E 14.02 feet; thence S 02°28'13" E 62.60 feet; thence S 04°03'25" W 52.23 feet; thence 6.17 feet along a curve to the left having a radius of 83.0 feet, central angle 04°15'30", chord bears S 01°56'04" W 6.17 feet; thence N 89°10'08" W 14.0 feet to the Point of Beginning.

Contains 1,694 sq. ft. or 0.039 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 27 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The East 27 feet of the West 60 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 1,569 sq. ft. or 0.036 acres of land. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-021

CLIENT:

CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-30-13
DRAWN BY: SH
DWG: 22-13-100-021

SHEET

2 OF 2

JOB NO.

0163-12-0130

TEMPORARY GRADING PERMIT

I, _____, the _____ of the property as
(print name)

described as Parcel No. 50-22-13-100-021 in Novi, Michigan 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 property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Grading, tree removal and related construction activities required for the construction of a non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Metro Connector Trail" by Orchard, Hiltz & McCliment, Inc.

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.

Owner (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Fax Number

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Mercy Health Services, a Michigan _____.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on June 17, 2013, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-13-100-024):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant East 344.55 feet and S 02°24'30" W 95.18 feet from the NW corner said Section 13; thence S 02°24'30" W 565.41 feet; thence N 89°44'35" W 301.85 feet; thence N 02°26'00" E 518.55 feet; thence N 46°38'40" E 71.70 feet; thence S 89°08'40" E 251.41 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

WHEREAS, proposed plans showing said improvements have been prepared and are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent easement and other interests in that portion of the above-described real estate described as follows:

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant East 344.55 feet and S 02°24'30" W 95.19 feet and N 89°08'40" W 251.41 feet and S 46°38'40" W 49.0 feet from the NW corner of said Section 13; thence 4.62 feet along a curve to the left having radius of 62.0 feet, central angle 04°16'05", chord bears S 04°09'46" W 4.62 feet; thence S 02°01'44" W 43.99 feet; thence S 02°26'00" W 485.62 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 486.10 feet; thence N 02°01'44" E 34.19 feet; thence N 46°38'40" E 20.18 feet to the Point of Beginning.

Contains 7,381 square feet or 0.17 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 30 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The West 30 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 8,621 sq. ft. or 0.198 acres of land. Subject to all easements and restrictions of record, if any.

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor or the basis of assessment records and related information;

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a non-motorized pathway/sidewalk along the east side of Meadowbrook Road between Eleven and Twelve Mile in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City Consulting Engineers, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Thirteen Thousand Eight Hundred and Eighty-Five (\$13,885.00) Dollars for the permanent Sidewalk Easement and Temporary Grading Permit acquisition. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property by the City Assessor.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to

place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$13,885.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this 17th day of June, 2013.

MARYANNE CORNELIUS, CITY CLERK

AGREEMENT OF SALE
OFFER TO PURCHASE EASEMENTS OVER REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements in, over, upon, and through real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-13-100-024):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant East 344.55 feet and S 02°24'30" W 95.18 feet from the NW corner said Section 13; thence S 02°24'30" W 565.41 feet; thence N 89°44'35" W 301.85 feet; thence N 02°26'00" E 518.55 feet; thence N 46°38'40" E 71.70 feet; thence S 89°08'40" E 251.41 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant East 344.55 feet and S 02°24'30" W 95.19 feet and N 89°08'40" W 251.41 feet and S 46°38'40" W 49.0 feet from the NW corner of said Section 13; thence 4.62 feet along a curve to the left having radius of 62.0 feet, central angle 04°16'05", chord bears S 04°09'46" W 4.62 feet; thence S 02°01'44" W 43.99 feet; thence S 02°26'00" W 485.62 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 486.10 feet; thence N 02°01'44" E 34.19 feet; thence N 46°38'40" E 20.18 feet to the Point of Beginning.

Contains 7,381 square feet or 0.17 acres of land. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING PERMIT DESCRIPTION:

A 30 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The West 30 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 8,621 sq. ft. or 0.198 acres of land. Subject to all easements and restrictions of record, if any.

And to pay therefore the sum Thirteen Thousand Eight Hundred and Eighty-Five (\$13,885.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the permanent Sidewalk Easement to the City as described above.
- (ii) Delivery of the Temporary Grading Permit to the City as described above.

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with construction of a non-motorized pathway system along the east side of Meadowbrook Road between Eleven and Twelve Mile over, across, upon and through the above-described premises in the City of Novi, Michigan.

7. The City shall pay the cost of recording the easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Fourteen (14) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

Dated: _____, 2013

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: _____
Its: ROBERT J. GATT
Mayor

By: _____
Its: MARYANNE CORNELIUS
City Clerk

SELLER:

MERCY HEALTH SERVICES, a Michigan non-
profit corporation

By: _____

Dated: _____, 2013

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2013

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a non-motorized pathway/sidewalk on the east side of Meadowbrook Road between Eleven and Twelve Mile Road (the "Improvements") in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire easements over certain property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of the Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of constructing a non-motorized pathway/sidewalk east side of Meadowbrook Road between Eleven and Twelve Mile Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property:

PARCEL DESCRIPTION (50-22-13-100-024):
(PER CITY OF NOVI TAX ROLLS)

A parcel of land situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:
Beginning at a point distant East 344.55 feet and S 02°24'30" W 95.18 feet from the NW corner said Section 13; thence S 02°24'30" W 565.41 feet; thence N 89°44'35" W 301.85 feet; thence N 02°26'00" E 518.55 feet; thence N 46°38'40" E 71.70 feet; thence S 89°08'40" E 251.41 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

A. PATHWAY EASEMENT DESCRIPTION:

A 14 foot wide pathway easement situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

Beginning at a point distant East 344.55 feet and S 02°24'30" W 95.19 feet and N 89°08'40" W 251.41 feet and S 46°38'40" W 49.0 feet from the NW corner of said Section 13; thence 4.62 feet along a curve to the left having radius of 62.0 feet, central angle 04°16'05", chord bears S 04°09'46" W 4.62 feet; thence S 02°01'44" W 43.99 feet; thence S 02°26'00" W 485.62 feet; thence N 89°44'35" W 14.01 feet; thence N 02°26'00" E 486.10 feet; thence N 02°01'44" E 34.19 feet; thence N 46°38'40" E 20.18 feet to the Point of Beginning.

Contains 7,381 square feet or 0.17 acres of land. Subject to all easements and restrictions of record, if any.

B. TEMPORARY GRADING PERMIT DESCRIPTION:

A 30 foot temporary grading permit situated in the NW 1/4 of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The West 30 feet of the above described parent parcel, excluding the area of pathway easement.

Contains 8,621 sq. ft. or 0.198 acres of land. Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: Mercy Health Services, a Michigan non-profit corporation
3. Names of each person, other than the Owners, having a potential interest in the property: City of Novi
4. Estimated Just Compensation: \$13,885
5. The City of Novi reserves its rights to bring federal or state cost recovery actions against the present owner of the property.

_____ CITY OF NOVI

_____ By: _____
Clay J. Pearson, City Manager

Dated: _____, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2013, by Clay J. Pearson as the City Manager on behalf of the City of Novi.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Prepared By and When Recorded, Return To:
Elizabeth K. Saarela
Johnson Rosati Schultz & Joppich, P.C.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627
F:\WPDOC\MUNICIPAL_NON-MMRMA\Novi\EKS\Declaration of Taking.docx

VALUATION STATEMENT

Pathway Easements

Property Owner(s): Mercy Health Services.

34605 Twelve Mile Road, Farmington Hills, MI 48331.

Address: 50-22-13-100-024.

Area to be acquired: 7,381 SF (Perm), 8,621 SF (Temp).

Price per square foot/acres x \$ 3.05.

Total \$ N/A Fee (Permanent)

x 50% \$ 11,256 Easement (Permanent)

x 10% \$ 2,629 Grading Permit (Temporary)

Just Compensation \$ 13,885.

ADDITIONAL INFORMATION:

LPA Approval: _____ Date: _____

JOB NUMBER	PARCEL	NAME
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SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Mercy Health Services, a Michigan non-profit corporation, whose address is 20555 Victor Parkway, Livonia, MI 48152, for and in consideration of Thirteen Thousand Eight Hundred Eighty Five (\$13885.00) Dollars, 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, a permanent easement for a public non-motorized pathway over across and through property located in Section 13, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

Parcel No. 50-22-13-100-024

{See attached and incorporated Exhibit A}

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

{See attached and incorporated Exhibit A-the 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, construct, install, repair, replace, improve, modify and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of a 10 foot wide asphalt non-motorized pathway.

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 Area, 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 A.

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

While this Agreement is in effect, Grantee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$5,000,000.00 which policy shall either include a Cross Liability Endorsement or not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name GRANTOR as an additional insured. The policy shall describe the Easement Area in the same manner as the Easement Area is described in this Agreement and shall include the entire grounds and all equipment used thereon. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving GRANTOR (Attention: _____, 20555 Victor Parkway, Livonia, MI 48152) 10 days written notice, as evidenced by receipt of registered letter. Grantee shall provide evidence of such coverage to GRANTOR.

Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed in the Easement Area, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save GRANTOR 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 Grantee's use of the Easement Area. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, due, or claimed to be due, to the negligence of any such contractor or subcontractor. Further, Grantee 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 \$5,000,000.00 per occurrence, 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 GRANTOR as an additional insured.

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 non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this _____ day of _____, 2013.

GRANTOR
MERCY HEALTH SERVICES, a
Michigan non-profit corporation

By:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of Mercy Health Services, a Michigan non-profit corporation, on its behalf _____

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:

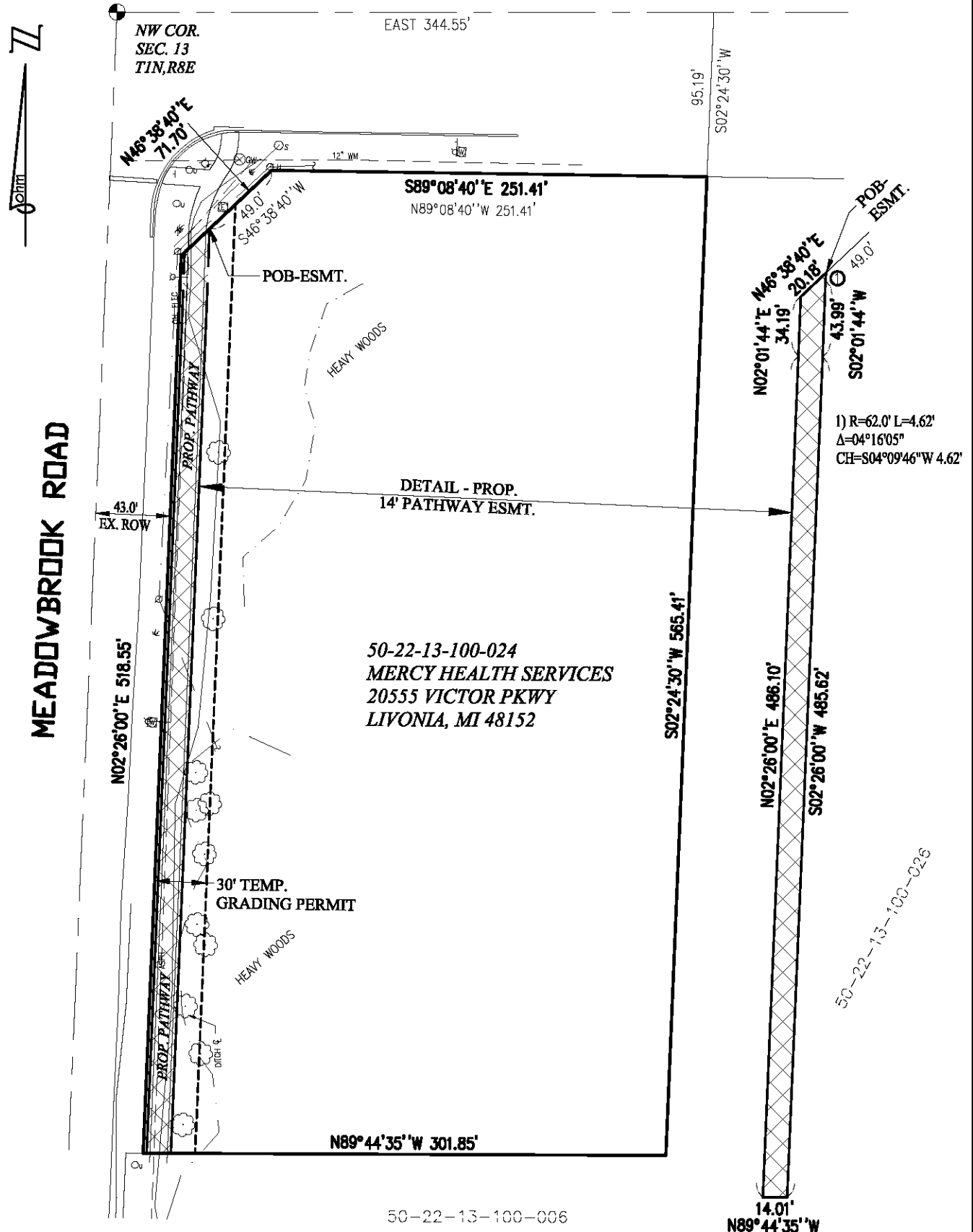
Elizabeth Kudla Saarela
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

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

PATHWAY EASEMENT SKETCH

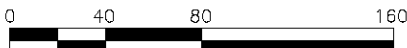
Exhibit "A"

12 MILE ROAD



LEGEND

- ROW RIGHT OF WAY
- PUBLIC LAND CORNER
- POB POINT OF BEGINNING
- PATHWAY EASEMENT



SCALE: 1" = 80'

PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-024

CLIENT: CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-23-13
DRAWN BY: SH
DWG: 22-13-100-024

SHEET
1 OF 2

JOB NO.
0163-12-0130

PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-13-100-024):

(PER CITY OF NOVI TAX ROLLS)

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PATHWAY EASEMENT

PART OF THE NW 1/4 OF SECTION 13
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY
TAX ID NO.: 50-22-13-100-024

CLIENT:

CITY OF NOVI



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-30-13
DRAWN BY: SH
DWG: 22-13-100-024

SHEET

2 OF 2

JOB NO.

0163-12-0130

TEMPORARY GRADING PERMIT

I, _____, the _____ of the property as
(print name)

described as Parcel No. 50-22-13-100-024 in Novi, Michigan 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 property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Grading, tree removal and related construction activities required for the construction of a non-motorized pathway in accordance with approved plans. All work is contained in the set of construction plans entitled "Metro Connector Trail" by Orchard, Hiltz & McCliment, Inc.

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.

Owner (signature)

Date

Contact Mailing Address

City, State, Zip

Phone Number

Fax Number

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Mercy Health Services, a Michigan _____.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375