



CITY of NOVI CITY COUNCIL

**Agenda Item O
October 6, 2014**

SUBJECT: Acceptance of a sidewalk easement from the International Transmission Company, as part of the ITC Headquarters development located at 27175 Energy Way (parcel 22-13-200-033).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer of the ITC Headquarters, International Transmission Company, is requesting acceptance of a pathway easement to satisfy one of the conditions in the site plan approval. As part of the approved site plan, the developer included a pedestrian safety path along the development's frontage on Haggerty Road. The pathway was proposed and constructed outside of the master planned 60 foot right-of-way due to the existing ditch and utility poles along Haggerty Road. This segment extends the existing pathway from the north farther south.

The enclosed pathway easement has been favorably reviewed by the City Attorney (Beth Saarela's March 3, 2008 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of a sidewalk easement from the International Transmission Company, as part of the ITC Headquarters development located at 27175 Energy Way (parcel 22-13-200-033).

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

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

ITC Headquarters Sidewalk Easement Location Map

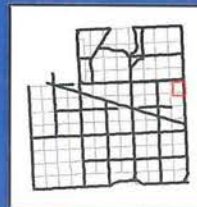


Map Author: A. Wayne
Date: September 29, 2014
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any of local 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.



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



1 inch = 316 feet



March 3, 2008

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Rob Hayes, City Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: ITC Headquarters (SP07-36)
Utility Acceptance
Our File No. 660111.NOVI**

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents regarding the ITC Headquarters:

- Sanitary Sewer System Easement
- Water System Easement
- Bill of Sale
- Title Insurance
- Maintenance and Guarantee Bond
- Storm Drainage Facility Maintenance Agreement
- Ingress-Egress Easement
- Covenant Deed (County ROW)
- Sidewalk Easement

We have the following comments relating to the above-named documents:

International Transmission Company, Inc.. (ITC) seeks to convey the sanitary sewer and water system facilities and corresponding easements to operate, maintain, repair and replace the facilities over, upon and through the subject property in Section 13 of the City, to the City of Novi. Our office has reviewed and approved the format and language of the Sanitary Sewer and Water System Easements and the corresponding Bill of Sale. It appears that the City's consulting engineer has approved the content of the Exhibits. Based on the above, we recommend acceptance by the City.

We also approve the Storm Drainage Facility Maintenance Agreement in the enclosed format. Additionally, the Ingress-Egress Easement provided gives access to the City for purposes of inspecting, and maintaining or repairing the storm drainage facilities in accordance with the terms and conditions of the Storm Drainage Facility Maintenance Agreement. The City's Consulting Engineer has reviewed and approved the attached Exhibits.

The Sidewalk Easement is acceptable in form and content and the Exhibits attached have been approved by the City.

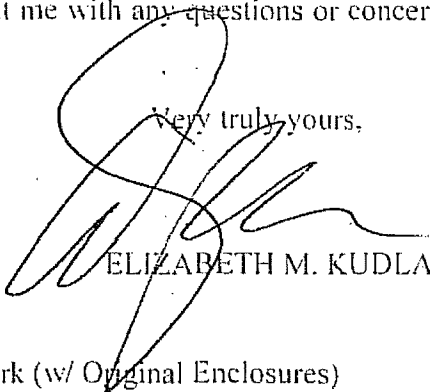
Rob Hayes, City Engineer
March 3, 2008
Page 2

The Deed for Right of Way is acceptable in its current format. It is subject to existing electric utilities and other interests of record. Though the City normally requires a "warranty deed", it is our understanding that this conveyance is ultimately to be County Right of Way, and the City may convey its interest to the County by Quit Claim Deed. Thus we have no objection to the format or content of the Deed. It is our understanding the legal description has been approved by the City's Consulting Engineer.

Because we have only copies of the Covenant Deed and the Maintenance and Guarantee Bond, we will forward the originals to the City's Clerk's Office upon our receipt. Otherwise, all original documents have been enclosed with the City Clerk's copy of this letter. Once the facilities and corresponding easement are approved and accepted by *Affidavit of the City Engineer*, the original Water and Sanitary Sewer System Easements, Sidewalk Easement, and Ingress-Egress Easement should be recorded by the City Clerk's Office with the Register of Deeds. The Storm Drainage Facility Maintenance Easement Agreement and Covenant Deed should be placed on an upcoming City Council Agenda for approval and subsequently executed by the City and recorded with the Oakland County Register of Deeds. The Bill of Sale, Maintenance and Guarantee Bond, and the Title Insurance should be maintained in the City's file.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

- C: Maryanne Cornelius, Clerk (w/ Original Enclosures)
Marina Neumaier, Assistant Finance Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Charles Boulard, Building Official (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Dave Bluhm, Spalding DeDecker (w/Enclosures)
Jane Schimpf, Community Development (w/Enclosures)
Sarah Marchioni, Building Department (w/Enclosures)
Thomas Beagan, Esquire (w/Enclosures)
Joe Bennett, ITC (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that International Transmission Company, a Michigan corporation whose address is 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375 (hereinafter referred to as "Grantor"), for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 (hereinafter referred to as "Grantee"), being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a non-exclusive, permanent easement for a public walkway over across and through property located in the City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A — Property Description Exhibit}

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

{ See attached and incorporated Exhibit B — Sidewalk 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 install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Except for overhanging electric transmission facilities, Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above described easement.

Grantee will maintain Grantee's Facility on this easement at its sole expense. Grantor may inspect the City's Facilities during any maintenance work.

In the event of any future maintenance work within the Easement Area, Grantee must back-fill any excavations with excavated material having an in-place density of at least 100 pounds per cubic foot. If excavated material is unsuitable (e.g. peat, organic

material or trash), Grantee must use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, Grantee must place backfill in 12 to 15 inch layers and compact each layer to 90 percent maximum density as determined by the Modified Proctor Test (ASTM D 1557). For aggregate or pavement surface, Grantee must place backfill in 9 inch maximum layers and compact each layer to 95 percent maximum density as determined by the Modified Proctor Test.

After Grantee or its contractors completes any maintenance work, Grantee or its contractors must restore Grantor's property as nearly as possible to its original condition. This includes grading and reseeding all disturbed lawn areas and replacing any damaged landscaping.

Grantee must pay Grantor for all damages, losses or injuries to Grantor's Facilities caused by the City, its agents, employees, or independent contractors while operating or maintaining Grantee's Facility.

If a construction lien is placed on the Easement Area due to Grantee's activities in the Easement Area, then Grantee must discharge the lien by giving a bond or otherwise.

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 pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area. Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

Dated this 21 day of February, 2008

Grantor:

INTERNATIONAL TRANSMISSION COMPANY



By: Christine Mason Soneral

Its: Vice President and General Counsel—Utilities

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 1st day of February, 2008 by Christine Mason Soneral, the Vice President and General Counsel—Utilities of International Transmission Company on behalf of the company.



Elaine Kay Clifford
ELAINE KAY CLIFFORD
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 14, 2014
Acting in the County of Oakland County, Michigan
My Commission Expires:

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Hwy
Farmington Hills, M 48334

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

EXHIBIT A

LEGAL DESCRIPTION OVERALL PARCEL:

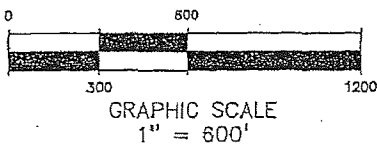
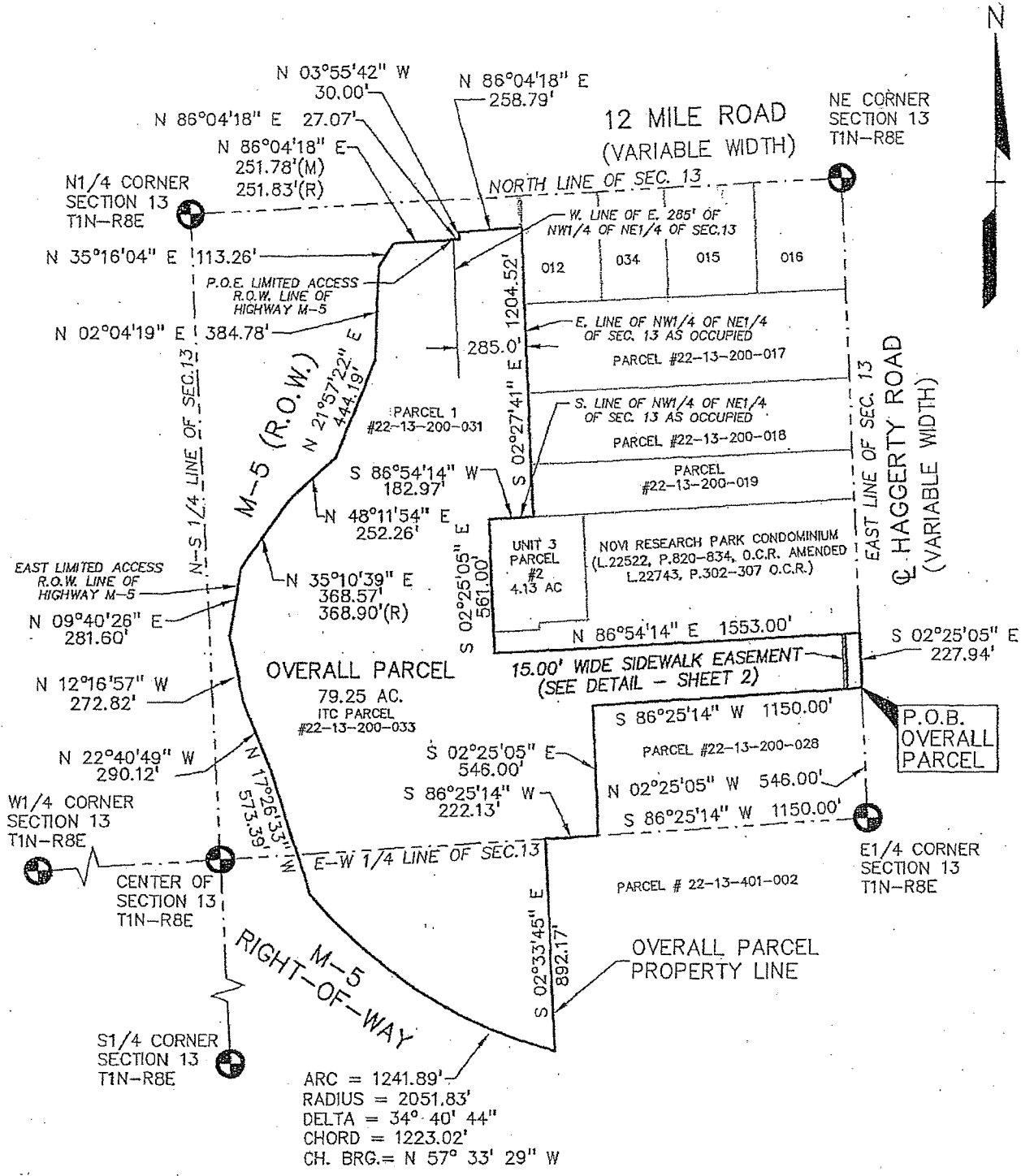
Part of the East 1/2 of Section 13, T1N—R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 546.00 feet to the POINT OF BEGINNING; thence S 86°25' W, 1150.00 feet; thence S 02°25'05" E, 546.00 feet to a point on the East—West 1/4 line of Section 13; thence along said East—West 1/4 line, S 86°25'14" W, 222.13 feet; thence S 02°33'45" E, 892.17 feet to a point on the Easterly Right—of—Way line of Limited Access State Highway M—5; thence along said Easterly Right—of—Way line the following eleven (11) courses:

- 1) 1241.89 feet along a curve to the right, said curve having a radius of 2051.83 feet, a central angle of 34°40'44", and a chord which bears N 57°33'29" W, 1223.02 feet,
- 2) N 17°26'33" W, 573.39 feet,
- 3) N 22°40'49" W, 290.12 feet,
- 4) N 12°16'57" W, 272.82 feet,
- 5) N 09°40'26" E, 281.60 feet,
- 6) N 35°10'39" E, 368.57 feet (recorded as 368.90 feet),
- 7) N 48°11'54" E, 252.26 feet,
- 8) N 21°57'22" E, 444.19 feet, 9) N 02°04'18" E, 384.78 feet,
- 10) N 35°16'04" E, 113.26 feet, and
- 11) N 86°04' E, 251.78 feet (recorded as 251.83 feet) to a point on the West line of the Easterly 285 feet of the Northwest 1/4 of the Northeast 1/4 of Section 13, and the Point of Ending of said Limited Access Right—of—Way line; thence N 86°04'18" E, 27.07 feet; thence N 03°55'42" W, 30.00 feet; thence N 86°04'18" E, 258.79 feet to a point on the East line of Northwest 1/4 of the Northeast 1/4 of Section 13 as occupied; thence along said East line of the Northwest 1/4 of the Northeast 1/4 S 02°27'41" E, 1204.52 feet to a point on the South line of the Northwest 1/4 of the Northeast 1/4 as occupied, point also being on the North line of Novi Research Park Condominium (L.22522, P.820—834, O.C.R. amended L.22743, P.302—307, O.C.R.); thence along said line, S 86°54'14" W, 182.97 feet; thence along the West line of said Novi Research Park Condominium, S 02°25'05" E, 561.00 feet; thence along the south line of said Novi Research Park Condominium, N 86°54'14" E, 1553.00 feet to a point on the East line of said Section 13 and the centerline of said Haggerty Road; thence along said East line, S 02°25'05" E, 227.94 feet to the POINT OF BEGINNING. Containing 79.25 acres of land and subject to any easements or restrictions of record.

EXHIBIT A

SKETCH OF SIDEWALK EASEMENT OVERALL PARCEL



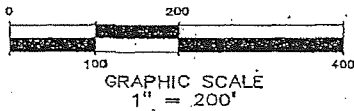
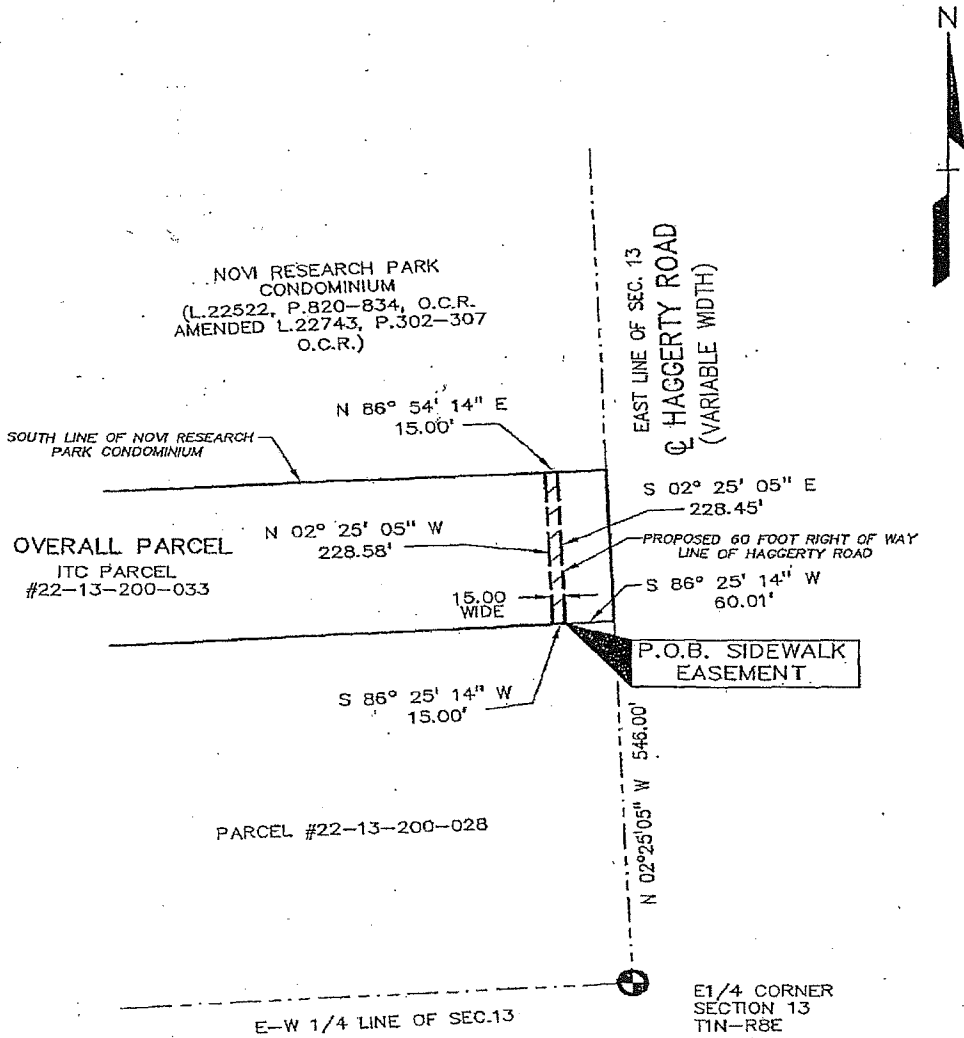
LEGEND
 SECTION CORNER FOUND

**PROFESSIONAL
ENGINEERING
ASSOCIATES**

CLIENT: GILLETT ASSOCIATES, INC. 39300 WEST TWELVE MILE ROAD, SUITE #180 FARMINGTON HILLS, MI 48331	SCALE: 1" = 600'	JOB No: 2006178	2430 Rochester Ct. Suite 100 Troy, MI 48063-1872 (248) 689-9090
	DATE: 6-8-07	DWG. No: 1 of 3	

EXHIBIT B

SKETCH OF SIDEWALK EASEMENT DETAIL SKETCH



LEGEND

SECTION CORNER FOUND

PROFESSIONAL
ENGINEERING
ASSOCIATES

CLIENT:
GILLETT ASSOCIATES, INC.
39300 WEST TWELVE MILE ROAD, SUITE #180
FARMINGTON HILLS, MI 48331

SCALE: 1" = 200'

JOB No: 2006178

2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 589-9090

DATE: 6-8-07

DWG. No: 2 of 3

SKETCH OF SIDEWALK EASEMENT LEGAL DESCRIPTIONS

LEGAL DESCRIPTIONS:

OVERALL PARCEL

Part of the East 1/2 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 546.00 feet to the POINT OF BEGINNING; thence S 86°25'14" W, 1150.00 feet; thence S 02°25'05" E, 546.00 feet to a point on the East-West 1/4 line of Section 13; thence along said East-West 1/4 line, S 86°25'14" W, 222.13 feet; thence S 02°33'45" E, 892.17 feet to a point on the Easterly Right-of-Way line of Limited Access State Highway M-5; thence along said Easterly Right-of-Way line the following eleven (11) courses: 1) 1241.89 feet along a curve to the right, said curve having a radius of 2051.83 feet, a central angle of 34°40'44", and a chord which bears N 57°33'29" W, 1223.02 feet, 2) N 17°26'33" W, 573.39 feet, 3) N 22°40'49" W, 290.12 feet, 4) N 12°16'57" W, 272.82 feet, 5) N 09°40'26" E, 281.60 feet, 6) N 35°10'39" E, 368.57 feet (recorded as 368.90 feet), 7) N 48°11'54" E, 252.26 feet, 8) N 21°57'22" E, 444.19 feet, 9) N 02°04'19" E, 384.78 feet, 10) N 35°16'04" E, 113.26 feet, and 11) N 86°04'18" E, 251.78 feet (recorded as 251.83 feet) to a point on the West line of the Easterly 285 feet of the Northwest 1/4 of the Northeast 1/4 of Section 13, and the Point of Ending of said Limited Access Right-of-Way line; thence N 86°04'18" E, 27.07 feet; thence N 03°55'42" W, 30.00 feet; thence N 86°04'18" E, 258.79 feet to a point on the East line of Northwest 1/4 of the Northeast 1/4 of Section 13 as occupied; thence along said East line of the Northwest 1/4 of the Northeast 1/4, S 02°27'41" E, 1204.52 feet to a point on the South line of the Northwest 1/4 of the Northeast 1/4 as occupied, point also being on the North line of Novi Research Park Condominium (L.22522, P.820-834, O.C.R. amended L.22743, P.302-307, O.C.R.); thence along said line, S 86°54'14" W, 182.97 feet; thence along the West line of said Novi Research Park Condominium, S 02°25'05" E, 561.00 feet; thence along the south line of said Novi Research Park Condominium, N 86°54'14" E, 1553.00 feet to a point on the East line of said Section 13 and the centerline of said Haggerty Road; thence along said East line, S 02°25'05" E, 227.94 feet to the POINT OF BEGINNING. Containing 79.25 acres of land and subject to any easements or restrictions of record.

SIDEWALK EASEMENT

A 15.00 foot wide easement being more particularly described as: COMMENCING at the East 1/4 corner of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan; thence along the East line of said Section 13 and the centerline of Haggerty Road (variable width), N 02°25'05" W, 546.00 feet; thence S 86°25'14" W, 60.01 feet to a point on the proposed 60 foot right of way line of Haggerty Road and the POINT OF BEGINNING; thence S 86°25'14" W, 15.00 feet; thence parallel to said East Line of Section 13, N 02°25'05" W, 228.58 feet to the South line of Novi Research Park Condominium (L.22522, P.820-834, O.C.R. amended L.22743, P.302-307, O.C.R.); thence along said South line of Novi Research Park Condominium, N 86°54'14" E, 15.00 feet to a point on the aforementioned proposed 60 foot right of way line; thence parallel and 60 feet west of said East line of Section 13, S 02°25'05" E, 228.45 feet to the POINT OF BEGINNING. Containing 3428 square feet more or less.

PROFESSIONAL
ENGINEERING
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CLIENT: GILLETT ASSOCIATES, INC. 39300 WEST TWELVE MILE ROAD, SUITE #180 FARMINGTON HILLS, MI 48331	SCALE: 1"= 600' DATE: 6-8-07	JOB No: 2006178 DWG. No: 3 of 3	2430 Rochester Ct. Suite 100 Troy, MI 48083-1872 (248) 689-9090
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