



CITY OF NOVI CITY COUNCIL
FEBRUARY 8, 2021

SUBJECT: Approval of a Temporary Access Easement by the City of Novi granted to Bond at Novi, LLC located within Parcel No. 50-22-15-477-006 and 50-22-15-477-005 for the purpose of general use ingress and egress.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

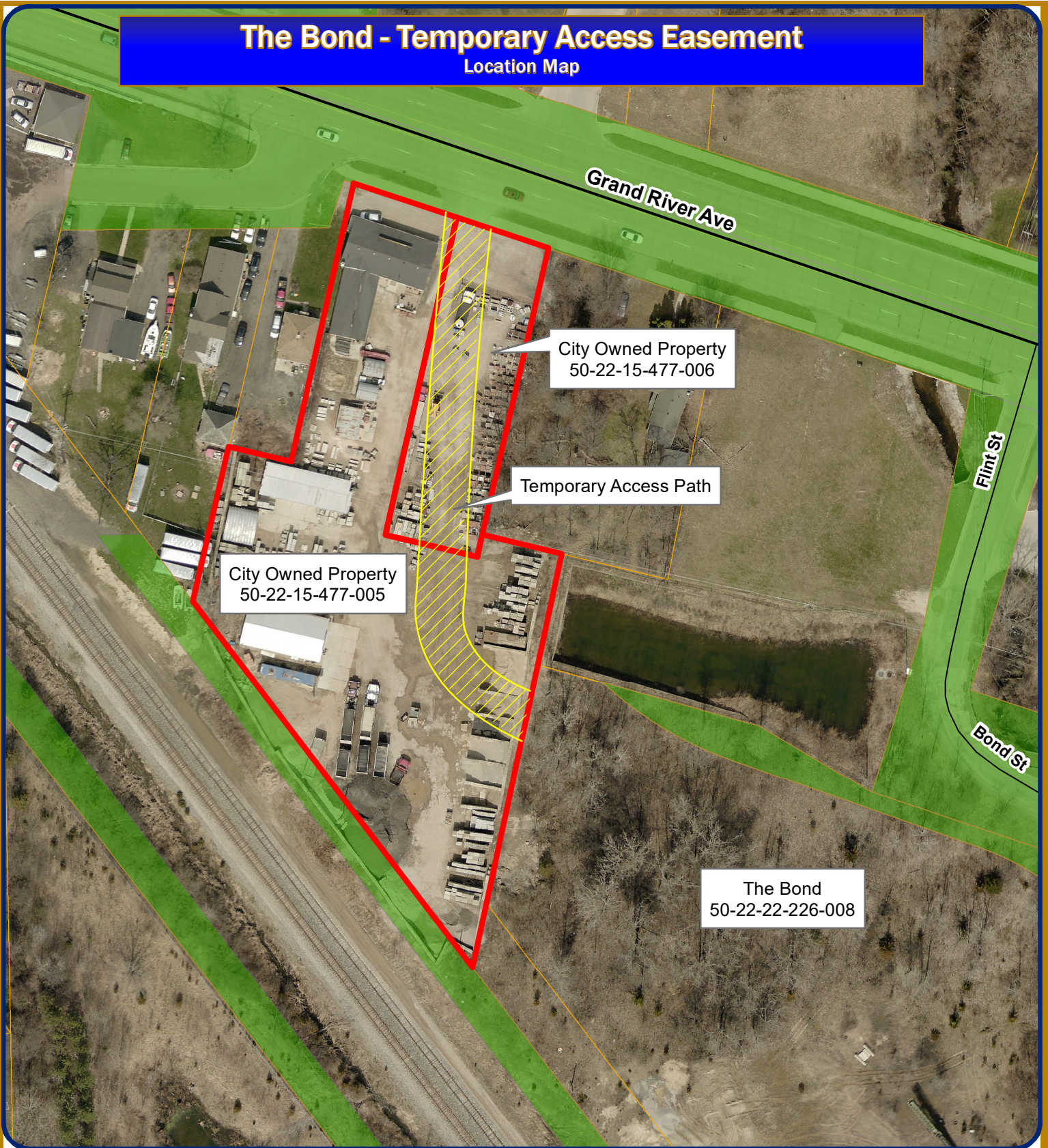
BACKGROUND INFORMATION: The Bond development is working on receiving final site plan approval from the City of Novi. They currently plan to connect their northwestern parking lot to Bond Street. However, the City has not yet extended this section of Bond Street to Grand River Avenue where the applicant would like to place an entrance. While the City plans to construct the Bond extension, the applicant needs a means to access the parking lot/site. Therefore, it was agreed by both the City and The Bond development to implement a temporary access easement through City-owned Parcels No. 50-22-15-477-006 and 50-22-15-477-005.

The Temporary Access Easement is for general access. Upon the completion of Bond Street to Grand River Avenue, the easement will be terminated and the developer will construct an additional entrance to Bond Street. The City Attorney, Beth Serrel, has drafted the Temporary Access Easement and the Engineering Division has found the exhibits to be acceptable.

RECOMMENDED ACTION: Approval of a Temporary Access Easement by the City of Novi granted to the Bond at Novi, LLC located within Parcel No. 50-22-15-477-006 and 50-22-15-477-005 for the purpose of general use ingress and egress.

The Bond - Temporary Access Easement

Location Map



City Owned Property
50-22-15-477-005

City Owned Property
50-22-15-477-006

Temporary Access Path

The Bond
50-22-22-226-008

Map Author: Kate Richardson
Date: 01/14/2021
Project: The Bond
Version: 1.0

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

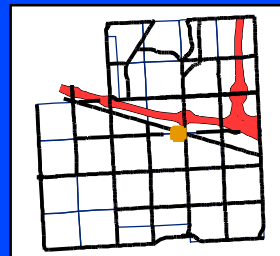
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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.

Map Legend

- Major Roads
- Minor Roads
- ▭ Subject Parcels

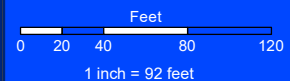
Right of Way

- ▭ Dedicated
- ▭ Prescriptive
- ▭ Private



City of Novi

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



TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by Bond at Novi, LLC, a Michigan limited liability company, whose address is 2502 Lake Lansing Road, Suite C, Lansing, MI 48912 ("Grantee"), and the City of Novi, 45175 Ten Mile Road, Novi, MI 48375-3024 (hereinafter referred to as "Grantor").

RECITALS

A. The Grantor is the owner of certain real property located along Grand River Avenue, in Section 15 of the City of Novi, Sidwell No. 50-22-15-477-005 and 50-22-15-477-006 and more particularly described in **Exhibit A**, which is attached hereto and made a part hereof (hereinafter referred to as the "Premises"); and

B. Grantee owns certain real property located adjacent to the Premises and which is more particularly described in **Exhibit B**, which is attached hereto and made a part hereof (hereinafter referred to as "Grantee's Parcel"), which Grantee is developing as a residential multi-family project ("Grantee's Project") pursuant to the site plan that has been approved by Grantor.

C. Grantor is in the process of installing a public bypass road, to be known as Bond Street, that will extend from Novi Road to Grand River Avenue. Grantor intends to construct Bond Street in two phases.

D. Grantor has agreed to grant Grantee a temporary easement over and across the Premises to provide vehicular access from Grantee's Parcel to Grand River Avenue, in accordance with and subject to the terms and conditions described below.

IT IS THEREFORE AGREED:

1. Grant of Easement. In consideration of the sum of One and 00/100 (\$1.00) Dollar, Grantor hereby grants to Grantee for the benefit of Grantee's Parcel a temporary, nonexclusive ingress egress access easement over, across and through the portion of the Premises that is identified on **Exhibit C** attached hereto (the "Easement Area"), subject to the terms and conditions described herein.

2. Character and Purpose of Easement. The Easement Area currently consists of an existing improved dirt/gravel parking lot that has direct access to Grand River. The easement granted herein is a non-exclusive access easement for the purpose of vehicle ingress and egress to and from Grand River Avenue to the Grantee's Parcel for the following purposes: (a) the Easement Area may be used for construction traffic and emergency access to and from Grantee's Parcel in connection with the development and improvement of Grantee's Project; and (b) if, at the time Grantee's Project has been developed and Grantee desires to apply for a temporary or permanent certificate of occupancy, both phases of Bond Street providing access from Novi Road to Grand River have not yet been completed, the Easement Area may be used for vehicular ingress

and egress to and from Grantee's Parcel and Grand River by Grantee and Grantee's residents, invitees and guests.

3. Location and Description of Easement. The location of the Easement Area is shown in the plan marked as **Exhibit C**.

4. Modification and Restoration. Any modification or improvement of the Easement Area by Grantee shall require prior written approval by Grantor. In the event that Grantee improves, modifies, changes, damages or in any way alters the Easement Area, Grantor may require Grantee, in Grantor's discretion to reasonably restore the Easement Area and the Premises, at its sole cost and expense, to a condition as good as its condition prior to such improvement, modification, damage or alteration. Such restoration may include but not be limited to the following:

- a. The restoration of sod and grass in affected areas;
- b. Any driveways, parking lots, sidewalks, bike paths, culverts, and curbs so disturbed shall be restored with like materials and to matching thickness and appearance as existed prior to Grantee's use;

Such restoration shall occur not later than sixty (60) days after such restoration is required by the Grantor, weather permitting, but in no event, later than sixty (60) days after the termination of this Easement Agreement. The obligations for restoration in thus paragraph shall survive the automatic termination of this Temporary Access Easement.

5. Grantor's Rights. Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the Easement Area for any and all purposes which do not interfere with or prevent the use by Grantee. If the Grantor or any of Grantor's successors or assigns shall convey or dedicate all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such conveyance or dedications, without, however, extinguishing the easement right granted herein.

6. Nonexclusive Easement. The easement, rights, and privileges granted herein are nonexclusive, and Grantor reserves and retains the right to convey similar easements and rights to such other persons as Grantor may deem proper provided such similar easements do not impact or interfere with Grantee's easement.

7. Indemnification. Grantee, by acceptance and execution of this Agreement, hereby agrees to indemnify, defend and hold harmless Grantor, its City Council, in their official and individual capacities, its administrators, employees, agents, contractors, representatives, successors and assigns, from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, injuries, liabilities, damages, costs, expenses, including reasonable attorneys' fees and actual expert witness' fees, for any injury to any person(s) on or within the Easement Area, or damage to any property, including but not limited to property of Grantor, paid or incurred by Grantor, arising out of or resulting from any act or omission of Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with Grantee relative to the Easement Area or use thereof granted herein.

8. Insurance. Grantee, at its sole cost and expense, shall maintain and keep in effect, general liability insurance for use of the Easement Area by Grantee, its agents, employees, officials, invitees, transferees or assigns on the Premises until such time as this Temporary Access Easement automatically terminates with a company and in a form acceptable to Grantor with minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person, and minimum limits of \$2,000,000.00 on account of bodily injuries or death of more than one person, or such other amounts as Grantor may, from time to time, reasonably request, as a result of any one accident or occurrence; and property damage insurance with minimum limits of \$1,000,000.00, or such other amounts as Grantor may, from time to time, reasonably request. Such policies shall name Grantor as an additional insured and Grantee shall provide Grantor with a certificate of insurance or other written evidence of its coverage, including an endorsement which states that such insurance may not be cancelled except upon ten (10) days prior written notice to Grantor. In addition, Grantee shall require any contractor performing work on the Grantee's Parcel to keep in force at its sole cost and expense during and until completion of any construction and installation or any such work performed upon Grantee's Parcel, (or the Premises in connection with the Grantee's Parcel), in a form acceptable to Grantor, an Owner's and Contractor's Protective Policy naming Grantor as the principal insured and shall also require each contractor to name Grantor as an additional insured on all Contractor Policies of insurance with both policies having minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person, and minimum limits of \$2,000,000.00 on account of bodily injuries or death of more than one person, or such other amounts as Grantor may, from time to time, reasonably request, as a result of any one accident or occurrence; and property damage insurance with minimum limits of \$1,000,000.00, or such other amounts as Grantor may, from time to time, reasonably request. Prior to commencement of any work, Grantee shall provide Grantor with a certificate of insurance or other written evidence of Grantor's coverage as an additional insured, including an endorsement which states that such insurance may not be cancelled except upon ten (10) days prior written notice to Grantor.

9. Governmental Immunity. Nothing contained in Paragraphs 7 or 8 shall be construed to limit Grantor's defenses and rights, including the right to assert a claim of governmental immunity.

10. Termination of Easement. Notwithstanding the above, this Temporary Access Easement shall automatically terminate once Bond Street is open for use by the public for vehicular traffic from Novi Road to Grand River Avenue, providing the Grantee's Parcel with an alternate means of access to Grand River Avenue. Notwithstanding the foregoing, if Grantee fails to comply with the obligations contained within Paragraph 8, which failure is not cured within thirty (30) days from Grantee's receipt of written notice of default from Grantor, Grantor may terminate the Temporary Access Easement effective immediately upon providing written notice to Grantee at the address set forth above (or such other address provided by Grantee to Grantor).

11. Covenants to Run with Land. The easement and covenants contained in this Agreement shall run with and be binding on the Premises and Grantee's Parcel and shall be binding upon the parties and their respective heirs, representatives and successors.

12. Liens. Grantee shall not permit any construction liens to be filed against its interest under this Temporary Access Easement or against the Premises. If any such construction liens shall attach, Grantee shall bond it off or otherwise cause it to be discharged within thirty (30) days from the date of its filing.

14. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by the party to be charged. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Access Easement Agreement as of the day and year first above written.

GRANTEE

Bond at Novi, LLC, a Michigan limited liability company

By: Albert Ludwig

Its: MLR

STATE OF Michigan

COUNTY OF Oakland

On this 29th day of January, 2021, before me appeared Albert Ludwig authorized representative of Developer, who states that he/she has signed this document of his/her own free will on behalf of Developer.

Linda Marie Checkley

Notary Public

Oakland County,

My commission expires: 10/13/2024

Acting in Oakland County, _____

LINDA MARIE CHECKLEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF Oakland

Signatures continued on next page

GRANTOR

CITY OF NOVI

By: _____
Robert J. Gatt, Mayor

By: _____
Cortney Hanson, Clerk

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

On this _____ day of _____, 2021, before me appeared Robert J. Gatt, Mayor and Cortney Hanson, Clerk of the City of Novi, authorized representatives of Developer, who state that they have signed this document of their own free will on behalf of Developer.

Notary Public
Oakland County, MI
My commission expires: _____
Acting in Oakland County, MI

Drafted by:
Elizabeth Kudla Saarela
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:
Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

EXHIBIT A

A. FURNISHED LEGAL DESCRIPTION

ATA NATIONAL TITLE GROUP
TITLE COMMITMENT NO. 63-19644105-SCM
COMMITMENT DATE: APRIL 30, 2019

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS: CITY OF NOVI,
COUNTY OF OAKLAND, STATE OF MICHIGAN

PARCEL 1:

LOT 3, SUPERVISOR'S PLAT NO. 3, AS RECORDED IN LIBER 54A, PAGE 84 OF PLATS,
OAKLAND COUNTY RECORDS, EXCEPT BEGINNING AT THE NORTHEAST CORNER OF LOT 2;
THENCE NORTH 88 DEGREES 01 MINUTES 40 SECONDS EAST, 96.50 FEET; THENCE NORTH
16 DEGREES 32 MINUTES 20 SECONDS EAST, 34.50 FEET TO THE NORTHERLY CORNER OF
LOT 3; THENCE SOUTH 70 DEGREES 38 MINUTES 00 SECONDS EAST, 7.28 FEET; THENCE
SOUTH 13 DEGREES 26 MINUTES 00 SECONDS WEST, 200 FEET; THENCE NORTH 76
DEGREES 34 MINUTES 00 SECONDS WEST, 45 FEET; THENCE SOUTH 13 DEGREES 26
MINUTES 00 SECONDS WEST TO THE SOUTH LOT LINE; THENCE NORTH 36 DEGREES 26
MINUTES 00 SECONDS WEST TO THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 13
DEGREES 26 MINUTES 00 SECONDS EAST, 204.95 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 4, SUPERVISOR'S PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN
LIBER 54A, PAGE 84 OF PLATS, OAKLAND COUNTY RECORDS.

17-032 17th Street - MacOx.com\17-032\17-032.dwg



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**THE BOND STREET
RESIDENTIAL PARCEL**

SECTION 22, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: NOT TO SCALE
DATE: 01-15-2021
JOB NO.: 17-032
DWG FILE: 17-032ESMT-AP.dwg
DRAWN BY: DN
CHECK: BE
SHEET: 1 OF 3

EXHIBIT B

THE BOND STREET – RESIDENTIAL PARCEL LEGAL DESCRIPTION

A Parcel of land located in a part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 22; thence Due South, 138.97 feet, along the East line of said Section 22 and centerline of Novi Road; thence North 70°38'00" West, 704.61 feet, along the Northerly property line of "Supervisor's Plat No. 3", as recorded in Liber 54A of Plats, Page 84, Oakland County Records and the Southerly right-of-way line of Grand River Avenue (100 foot width), to the Northeast corner of Lot 8 of said "Supervisor's Plat No.3"; thence South 12°11'25" West, 168.50 feet, along the easterly line of said Lot 8 to the Southeast corner of said Lot 8; thence North 73°15'20" West, 100.00 feet, along the southerly line of said Lot 8, to the Southwest corner of said Lot 8 and to a point on the easterly line of Lot 7 of said "Supervisor's Plat No.3"; thence South 11°53'39" West, 100 feet, along the easterly line of said Lot 7; thence South 41°25'40" West, 30.70 feet, for a POINT OF BEGINNING; thence South 69°38'58" East, 187.64 feet; thence 125.39 feet along a curve to the right, said curve having a radius 176.00 feet, a central angle 40°49'10" and a chord bearing and distance of South 49°14'23" East, 122.75 feet; thence South 28°49'48" East, 612.64 feet; thence 90.40 feet along a curve to the left, said curve having a radius of 235.00 feet, a central angle of 22°02'24" and a chord bearing and distance of South 39°51'00" East, 89.84 feet; thence South 59°53'11" West, 42.67 feet; thence South 34°38'36" West, 47.87 feet; thence South 21°03'51" West, 83.19 feet; thence South 15°22'53" West, 85.73 feet; thence South 06°20'23" West, 38.08 feet; thence North 36°26'24" West, 1133.42 feet; thence North 13°04'21" East, 171.48 feet; thence South 73°24'45" East, 47.01 feet; thence 105.11 feet along a curve to the left, said curve having a radius of 257.00 feet, a central angle of 23°26'02" and a chord bearing and distance of South 57°55'57" East, 104.38 feet, to the Point of Beginning. All of the above containing 6.874 Acres. All of the above subject to easements, restriction and right-of-ways.

SUBJECT PROPERTY LEGAL DESCRIPTION



**SEIBER, KEAST
ENGINEERING, L.L.C.**

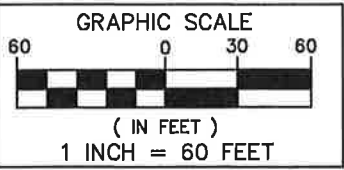
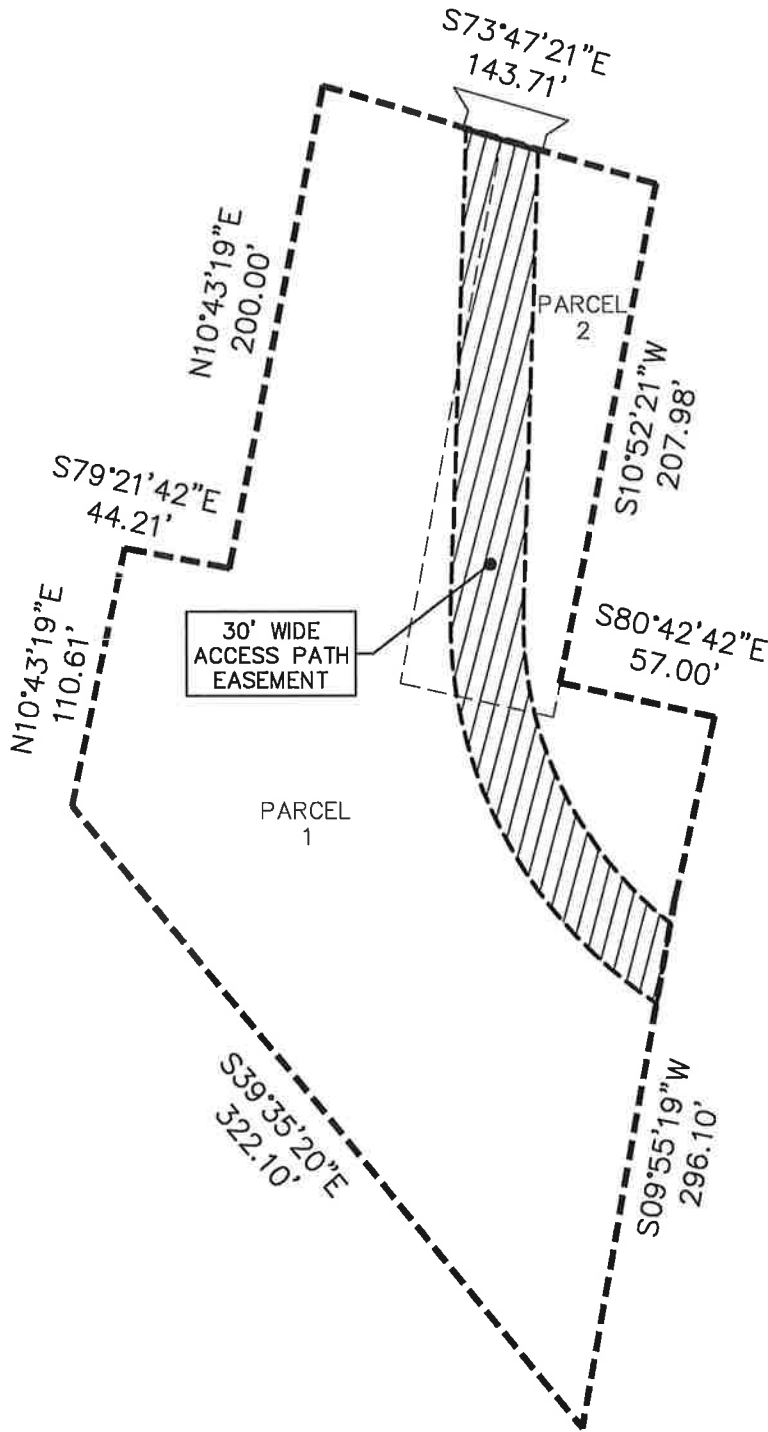
CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**THE BOND STREET
RESIDENTIAL PARCEL**
SECTION 22, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: NOT TO SCALE
DATE: 01-15-2021
JOB NO.: 17-032
DWG FILE: 17-032ESMT-AP.dwg
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CHECK: BE
SHEET: 2 OF 3

EXHIBIT C



ACCESS PATH EASEMENT



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**THE BOND STREET
RESIDENTIAL PARCEL**
SECTION 22, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'
DATE: 01-15-2021
JOB NO.: 17-032
DWG FILE: 17-032ESMT-AP.dwg
DRAWN BY: DN
CHECK: BE
SHEET: 3 OF 3

D:\17-032 Bond Street - Northville\17-032ESMT-AP.dwg