

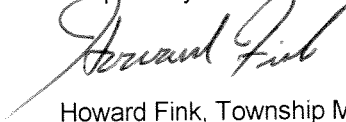
Memo

To: Northfield Township Board
From: Howard Fink
Date: 9/8/2016
Re: Johnson Easement

Dear Township Board,

Attached is the most recent easement for Mr. Johnson. We anticipate having the easement executed before the meeting on Tuesday. We are still working on some issues, namely liability insurance coverage and how that is identified in the easement. It is possible that Ms. Johnson attorney will suggest changes, but the final easements will be similar to that which is attached in your packets. These issues are of a minor nature and I do not believe should influence us from accepting the easement. Once we receive an executed easement, I will get copies to the board. If we have an executed easement I recommend the board to accept the easements at Tuesdays meeting

Respectfully Submitted,



Howard Fink, Township Manager

**PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC SIDEWALK AND/OR
PATHWAY AND PUBLIC INGRESS AND EGRESS**

This Permanent Non-Exclusive Easement for Public Sidewalk and/or Pathway and Public Ingress and Egress ("Easement") is made this ___ day of _____, 2015, by and between Patricia Johnson, survivor of herself and Grover Johnson, deceased, whose Death Certificate is recorded in Liber 4690, page 744, whose address is 365 Barker Road, Whitmore Lake, Michigan 48189 (hereinafter referred to as the "OWNER") and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the "TOWNSHIP") who agree as hereinafter set forth:

WHEREAS, the TOWNSHIP proposes to install a non-motorized pathway upon OWNER'S property in accordance with and as part of the Northfield Barker Road Non-Motorized Path, Phase III Project;

WHEREAS, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

WHEREAS, OWNER is the holder of marketable title to the property legally described as follows:

Beginning at a point on the East and West ¼ line of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said point being located 1687.63 feet due West of the East ¼ corner of said Section and running thence South 00 degrees 36' East 396.02 feet; thence due West 120.00 feet; thence North 00 degrees 36' West 396.02 feet to the East and West ¼ line of Section 6; thence due East along said ¼ line 120 feet to the Point of Beginning. The North 33 feet of the foregoing description to be reserved for road purposes.

WHEREAS, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER'S property to construct and complete the improvements contemplated herein; and

WHEREAS, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Barker Road Non-Motorize Path - Phase 3 Project;

NOW THEREFORE, for the consideration of Ten Thousand Dollars (\$10,000.00), it is agreed as follows:

1. OWNER hereby conveys and warrants to the TOWNSHIP a permanent, non-exclusive easement for public use upon and across and under the real estate which is situated in the Township of Northfield, County of Washtenaw, State of Michigan, more particularly described in Tetra Tech, Barker Road Non-Motorize Path - Phase 3 Project, Exhibit A attached hereto, including but not limited to, installation, maintenance, and repair of a public sidewalk and/or pathway, and appurtenances and equipment thereto; and use for non-motorized pedestrian and vehicular traffic. The paved portion of the public sidewalk and/or pathway shall not exceed ten feet in width.

2. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing such of the improvements set forth above as the TOWNSHIP chooses to construct.

3. The improvements located within the Easement, which may include, but not be limited to, a sidewalk and/or pathway, will be owned by the TOWNSHIP.

4. Subsequent to any construction or maintenance on the easement by the TOWNSHIP, the TOWNSHIP, at the TOWNSHIP'S sole expense, shall restore OWNER'S premises to a condition reasonably equivalent to the conditions in place prior to the commencement of construction. This obligation shall not be construed to require the TOWNSHIP to remove any improvements constructed within the Easement.

5. TOWNSHIP shall provide written notice to the OWNER at least thirty (30) days prior to the commencement of the construction/installation of the pathway and shall thereafter diligently progress, as soon as is reasonably possible given weather and other circumstances affecting such work, the installation of the pathway and the restoration of any property as set forth in paragraph 4, above.

6. The TOWNSHIP shall maintain a policy of general liability insurance not less than Three Million Dollars (\$3,000,000.00), with OWNER as an additional insured, and shall provide a thirty-day notice of cancellation in the event of policy cancellation.

7. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.

8. The OWNER acknowledges that the TOWNSHIP, by accepting the easements set forth herein, has no obligation to make any improvements other than those which presently exist in, over or upon the real estate which is the subject of the easements or any other real estate.

9. The TOWNSHIP acknowledges that the OWNER shall have no affirmative duty or obligation to maintain, repair and/or replace any improvements that may be constructed by the TOWNSHIP on the property depicted and described on Exhibit A, attached hereto.

10. It is further acknowledged that the OWNER shall not construct any building or structure within the Easement as depicted and described on Exhibit A attached.

11. The Easement shall run with the land and shall be binding on the OWNER, their tenants, heirs, successors or assigns.

OWNER

BY: Patricia Johnson

STATE OF _____)
)SS
COUNTY OF _____)

On this __ day of _____, 2015, before me, a Notary Public, in and for said County and State, personally appeared Patricia Johnson, and acknowledged said instrument to be their free act and deed.

_____, Notary Public
_____ County, _____
Acting in _____ County
My Commission expires:

Tax Identification No. B-02-06-400-024

Recording fee: _____

PREPARED BY AND WHEN
RECORDED RETURN TO:

BRADFORD L. MAYNES (P68319)
Attorney at Law
LAW OFFICE OF PAUL E. BURNS

133 West Grand River Avenue
Brighton, Michigan 48116
(810) 227-5000

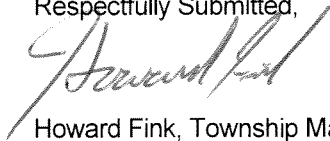
MEMO

To: Northfield Township Board
From: Howard Fink
Date: 9/8/2016
Re: Non Motorized Path

Dear Township Board,

Now that two of the four permanent easements and the temporary construction easement are in order, I believe we can now bid out the project. If additional easements are received after bidding, any construction changes would need to be done via change order.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Howard Fink", written in black ink.

Howard Fink, Township Manager