



Special Meeting Agenda

**Thursday, May 7, 2015
6:30 p.m.**

**Cedar Springs City Hall
66 S. Main St.
Cedar Springs, Michigan**

1. Call to Order and Pledge of Allegiance.

2. ROLL CALL:

Mr. Daniel Clark	_____
Mr. Perry Hopkins	_____
Mrs. Molly Nixon	_____
Mrs. Rose Ellen Powell	_____
Mr. Robert Truesdale	_____
Mrs. Pamela Conley, Mayor Pro Tem	_____
Mr. Gerald Hall, Mayor	_____

3. PUBLIC FORUM.

*The Council welcomes and encourages the public to speak during the public comment and public hearing portions of the agenda. However, Council policy is to **hear** the public comment, not to **act** on the public comment at that time. Concerns brought before the Council during the Public Comment portion of the agenda will be referred to the City Manager for action. If, after communicating with the City Manager, no resolution is reached, the concern will be elevated to the Mayor and then eventually to Council for action. Those citizens wishing to speak on agenda and non-agenda items will be allowed a maximum of four minutes each to address their concerns. This is the only time during the Council meeting that citizens are allowed to address the Council. Please state your name and address for the record.*

4. APPROVAL OF AGENDA.

5. NEW BUSINESS.

A. Motion to waive requirement for two considerations for the following: motion to consider a right-of-way easement for 95 N. Main St. (2/3 vote required)

1. Motion to approve a right-of-way easement for 95 N. Main St.

B. Discussion regarding May 19, 2015 special meeting.

7. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL.

8. COUNCIL COMMENTS.

9. ADJOURNMENT.

DECLARATION AND GRANT OF EASEMENT

This Declaration and Grant of Easement (the "Agreement") is made as of the date last signed by a party to this Agreement, by and between the City of Cedar Springs, a Michigan municipal corporation, whose address is 66 S. Main Street, Cedar Springs, Michigan 49319 ("City"), and 95 North Main, LLC, a Michigan limited liability company, whose address is 3550 Warwick Glen Dr. NE, Rockford, Michigan 49341 ("Company").

This conveyance is exempt from County Real Estate Transfer Tax under MCLA 207.505(a) and from State Real Estate Transfer Tax under MCLA 207.526(a). The value of the consideration is less than \$100.

Statement of Facts

A. The City is the owner of certain land in the City of City of Cedar Springs, Kent County, Michigan, more fully described on the attached **Exhibit A** (the "City Parcel").

B. The Company is the owner of certain adjoining land in the City of Cedar Springs, Kent County, Michigan, more fully described on the attached **Exhibit B** (the "Company Parcel").

C. The City desires to grant to the Company, its successors and assigns, a non-exclusive, perpetual, permanent easement over the City Parcel for the purpose of allowing the Company to construct a building and other improvements, all as further identified in the terms and conditions of this Agreement.

Terms and Conditions

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and the Company make this Declaration and Grant of Easement.

1. **Declaration of Easement.** The City hereby declares and grants to the Company, its successors and assigns, as an easement appurtenant to the Company Parcel, a non-exclusive, perpetual, permanent easement over the City Parcel for purposes of allowing the Company to construct a building and related improvements on the Company Parcel and the City Parcel (the "Easement"). The Company acknowledges that the City may grant other easements and encumbrances over and across the Easement that do not interfere with the uses permitted to the Company under Paragraph 2.

2. **Use of Easement.** The Company may use the Easement only to construct a building and related improvements associated with the building on the Company Parcel. The City will not erect any building, permanent or temporary structure, fence or any other improvement that would interfere with the Company's use of the Easement. The Company shall replace any sidewalk or other public improvements preexisting this Agreement and located in the Easement which improvements do not interfere with the Company's use of the Easement as provided for herein.

3. **Maintenance of Easement.** The Easement shall be regularly maintained by the Company in a manner that makes it safe at all times and in a manner that meets all requirements of the City.

4. **Indemnity.** The Company must defend, indemnify, and hold harmless the City, and its officers, employees, agents, successors and assigns, from, with respect to, and against any loss, claim, liability, damage, fine, penalty, injury to person, property or natural resources, cost, expense or fee (including reasonable attorneys' fees), administrative or judicial investigation, action or cause of action, or settlement of any such matter, whenever the same may arise, made by any person or entity, pertaining to or arising out of any acts or omissions by the Company, its officers, agents, employees, guests, invitees, or licensees on the Easement or the use of the Easement by the Company, its officers, agents, employees, invitees, guests or licensees.

5. **Insurance.** The Company must maintain public liability and property damage insurance for the Easement area in commercially reasonable amounts, insuring against all claims from injuries to persons and damages to property resulting from the use or maintenance of the Easement, and must name the City as an additional insured.

6. **No Impairment of Easement.** No person shall in any way prohibit, restrict, limit or in any matter interfere with normal use the Easement by the Company or its invitees or licensees. Normal use shall include not only use by the owner of the Company Parcel, but also by its employees, guests, invitees, trades people and others having a right to use the Easement.

7. **Amendment.** No restriction or requirement contained in this Agreement shall be amended to lessen a requirement or standard contained herein except in a recordable writing signed by an authorized agent of the Company and an authorized agent of the City (or its successor municipality).

8. **Binding Effect.** The Easement and restrictions, terms and conditions of this Agreement shall permanently run with the land and shall both bind and benefit Company and the City, all future owners of the Company Parcel and their heirs, assigns and successors in and to the land comprising the Company Parcel and the City Parcel.

9. **Other Restrictions.** The Easement and restrictions, terms and conditions of this Agreement shall be in addition to any existing deed restrictions binding the Company Parcel (if any) and shall in no way lessen, negate or alter any existing deed restrictions.

[The rest of this page is intentionally left blank.]

DATED: _____

CITY:

City of Cedar Springs
a Michigan municipal corporation

By: _____
Gerald Hall
Its: Mayor

By: _____
Linda Christensen
Its: City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ____ day of May, 2015, by Gerald Hall, Mayor and Linda Christensen, City Clerk, of City of Cedar Springs, Michigan, a Michigan municipal corporation, who are personally known to me or who have produced his or her driver’s license as identification.

_____, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires:_____

[The rest of this page is intentionally left blank.]

DATED: _____

COMPANY:

95 North Main, LLC
a Michigan limited liability company

By: _____
David Ringler
Its: Manager

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ____ day of May, 2015, by David Ringler, Manager of 95 North Main, LLC, a Michigan limited liability company who is personally known to me or who has produced his driver’s license as identification.

_____, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires:_____

Drafted By and after Recording Return to:

Jason S. Schnelker, Esq.
Schnelker, Rassi & McConnell, PLC
44 Grandville Avenue SW, Suite 200
Grand Rapids, Michigan 49503
(616) 828-1195

EXHIBIT A

City Parcel

A parcel of land 2 feet wide being North of and adjacent to the North line of Lot 1, Block 21, Village of Cedar Springs, Kent County, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats on Page 74, Kent County Records and being more particularly described as: Beginning at the Northeast corner of said Lot 1; thence North 2 feet on the extended East line of said Lot 1; thence West 84 feet parallel with the North line of said Lot 1; thence South 2 feet to the North line of said Lot 1; thence East 84 feet along the North line of said Lot 1 to the point of beginning, containing 168 square feet of land.

EXHIBIT B

Company Parcel

Parcel A:

The North 38 feet of Lot 1, Block 21, Replat of the Village (now City) of Cedar Springs, Kent County, Michigan, as recorded in Liber 2 of Plats, Page 74.

Parcel B:

Lot 2 and the North 51 feet of Lot 3, Block 21, Replat of the Village (now City) of Cedar Springs, Kent County, Michigan, as recorded in Liber 2 of Plats, Page 74.

Parcel C:

The South 28 feet of Lot 1, Block 21 and the North 8 feet of Lot 4, Block 21, Replat of the Village (now City) of Cedar Springs, Kent County, Michigan, as recorded in Liber 2 of Plats, Page 74.