

9.7



TO: Plymouth District Library Board
RE: Construction & Access
Easements

DATE: June 20, 2023
FROM: Shauna Anderson,
Director

The ownership of the land surrounding the library and Plymouth City Hall has historically been a fraught concept, with very little official documentation surrounding who owns what parcels. This has been evidenced most clearly in the discrepancies over how to care for the shared parking lot, but it is now also a concern as we move forward on the Centennial Ground Improvement project.

We proposed the attached easement agreements to the City Commission (with revisions by the City noted in red). The construction easement will cover the time when the Wilcox Amphitheater is being installed on the land between City Hall and the library. After construction, the access easement will kick into effect.

We still hope to undergo a larger land swap at some point in time, but this process has been decades in the making. This initial step will help us clarify the use and care of the space, regardless of which entity has current ownership rights over the plot of land.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this ____ day of _____, 202~~23~~ by and between the City of Plymouth (the “City”), a Michigan municipal corporation, of 201 S. Main Street, Plymouth, Michigan 48170, and the Plymouth District Library (the “Library”), a Michigan district library, of 223 S. Main Street, Plymouth, Michigan 48170.

RECITALS

WHEREAS, the City owns or will own the real property described on the attached **Exhibit A** as the “City Hall” property and the “Parking Lot” (together, the “City Property”);

WHEREAS, the Library owns or will own the real property described on the attached **Exhibit A** as the Library property (the “Library Property”); and

WHEREAS, the Library is constructing a landscaping/garden space (the “Garden Space”) as roughly depicted on **Exhibit B**, and needs temporary access on the City Property for such construction work; and

NOW, THEREFORE, for One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

PROVISIONS

1. The City grants to the Library a temporary non-exclusive construction and access easement in and to the City Property for construction and access purposes for the Garden Space work, and for the use of any and all driveways serving the Library Property and/or the City Property.

2. The Library shall, at its sole cost and expense, (a) take responsibility precautions to minimize disruption, and (b) reasonably restore the City Property to the condition existing immediately prior to such work, to the reasonable satisfaction of the City.

3. The Library shall observe and/or perform the following conditions during the term of this Agreement:

(a) Maintain and observe, at its sole cost and expense, all safety regulations applicable or customarily utilized for the Library's Garden Space work;

(b) Comply with all City requirements for construction and permitting, including all inspections and associated fees;

(c) Not utilize the City Property for construction worker parking, overnight storage of construction vehicles or materials, except in an area mutually agreed upon by the City and Library.

2.4. This temporary easement expires upon completion of the construction of the Garden Space and final cleanup, shall burden and benefit the Library Property and the City Property, and shall run with the land.

3.5. This Agreement shall be binding upon the parties and their successors and assigns. The parties represent that they have received appropriate authorization to enter into this Agreement.

4.6. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law. This Agreement shall be construed reasonably to accomplish its purposes.

7. Prior to the commencement of construction, ~~T~~the Library and its contractors shall obtain and maintain appropriate public liability and builder's risk insurance, in

amounts acceptable to the City, and shall name the City as an additional insured with respect to such insurance and deliver certificates of insurance to the City.

5.8. Library agrees to indemnify and hold City harmless from all costs, expenses, damages, injuries, claims and liabilities arising out of Library and its contractors, representatives or agents' acts or omissions that may arise out of Library's entry or activities on the City Property or Library's Garden Space work.

6.9. This Agreement shall be effective upon execution by the City and the Library.

7.10. This easement is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because value of the consideration is less than \$100, and under MCL 207.505(h)(i) and MCL 207.526(h)(i) because the parties are municipal corporations.

City of Plymouth

Print Name: _____
By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public, in and for said County, personally appeared _____[name], _____[title], on behalf of the City of Plymouth, who executed the Easement Agreement and acknowledged that she has executed it on behalf of the City of Plymouth in her capacity as its Clerk.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: _____
Acting in the County of: _____

Plymouth District Library

Print Name: _____

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public, in and for said County, personally appeared _____ [name], _____ [title], on behalf of the Plymouth District Library, who executed the Easement Agreement and acknowledged that she has executed it on behalf of the Plymouth District Library in his/her capacity as its _____.

Notary's Signature: _____

Notary's Name: _____

Notary Public, State of Michigan, County of _____

My commission expires: _____

Acting in the County of: _____

Prepared By and Return To:
Scott H. Hogan (P41921)
FOSTER, SWIFT, COLLINS & SMITH, PC
1700 E. Beltine Avenue NE, Suite 200
Grand Rapids, MI 49525
(616) 726-2200

| [Open.09992.80534.31285077-1](#)[Open.09992.80534.31285077-1](#)

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (“Agreement”) is made this __ day of _____, 2023 by and between the City of Plymouth (the “City”), a Michigan municipal corporation, of 201 S. Main Street, Plymouth, Michigan 48170, and the Plymouth District Library (the “Library”), a Michigan district library, of 223 S. Main Street, Plymouth, Michigan 48170.

RECITALS

WHEREAS, the City owns or will own the real property described on the attached **Exhibit A** as the “City Hall” property and the “Parking Lot” (together, the “City Property”); and

WHEREAS, the Library owns or will own the real property described on the attached **Exhibit A** as the Library property (the “Library Property”); and

WHEREAS, the Library is constructing a landscaping/garden space (the “Garden Space”) as roughly depicted on **Exhibit B**, and needs permanent access on the City Property to the Garden Space;

NOW, THEREFORE, for One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

PROVISIONS

1. The City grants to the Library a permanent, non-exclusive, perpetual access easement, on and to the City Property for access purposes to the Garden Space and for the use of any and all driveways serving the Library Property and/or the City Property.

2. At its sole cost and expense, ~~T~~the Library shall take reasonable precautions to minimize disruption to the City Property and City operations.

3. This access easement expires at such time as the City and the Library agree in writing after the recording of deeds and easements to each other for correcting and adjusting boundaries between the City Property and Library Property.

4. This Agreement shall burden and benefit the Library Property and the City Property, and shall run with the land. This Agreement shall be binding upon the parties and their successors and assigns. The parties represent that they have received appropriate authorization to enter into this Agreement.

5. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law. This Agreement shall be construed reasonably to accomplish its purposes.

6. The Library shall obtain and maintain appropriate public liability insurance, in amounts acceptable to the City, and shall name the City as an additional insured with respect to such insurance, and deliver certificates of insurance to the City.

6.7. The Library agrees to indemnify and hold the City harmless from all costs, expenses, damages, injuries, claims and liabilities arising out of Library and its invitees' and patrons' acts or omissions that may arise out of Library's use of the access and of City Property.

7.8. This Agreement shall be effective upon execution by the City and the Library.

8.9. This easement is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because value of the consideration is less than \$100, and under MCL 207.505(h)(i) and MCL 207.526(h)(i) because the parties are municipal corporations.

City of Plymouth

Print Name: _____
By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, a Notary Public, in and for said County, personally appeared _____[name], _____[title], on behalf of the City of Plymouth, who executed the Easement Agreement and acknowledged that she has executed it on behalf of the City of Plymouth in her capacity as its Clerk.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: _____
Acting in the County of: _____

Plymouth District Library

Print Name: _____
By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public, in and for said County, personally appeared _____[name], _____[title], on behalf of the Plymouth District Library, who executed the Easement Agreement and acknowledged that she has executed it on behalf of the Plymouth District Library in his/her capacity as its _____.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: _____
Acting in the County of: _____

Prepared By and Return To:
Scott H. Hogan (P41921)
FOSTER, SWIFT, COLLINS & SMITH, PC
1700 E. Beltine Avenue NE, Suite 200
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| [Open.09992.80534.31285902-1](#)~~[Open.09992.80534.31285902-1](#)~~