



CITY OF MARQUETTE

PUBLIC UTILITY and RIGHT OF WAY CONVEYANCES

A GUIDE TO THE SUBMITTAL PROCESS

(THIS GUIDE IS SUBJECT TO REVISIONS)

Conveyances Offered to the City of Marquette as a Condition of Property Development

This information provides basic guidelines for preparation of Public Utility and Right of Way Conveyances (deeds and/ or easements) which are to be granted to the City of Marquette. City utilities and other facilities must be contained within City property, thoroughfares, right of ways, or easements acquired for that purpose. A conveyance provides the legal basis for that utility or facility to occupy the land upon which it is to be placed.

The legal descriptions and survey maps for each conveyance should be prepared by a Professional Surveyor licensed in the State of Michigan. Each conveyance instrument should be prepared by an attorney licensed in the State of Michigan.

PRIOR TO SIGNING a conveyance instrument, all documents must be submitted to the City of Marquette for approval as to form and content.

After all corrections and revisions have been made, the complete Conveyance Instrument will be brought in front of the City Commission for review and possible approval. If approved by the Commission and all signatures have been obtained, the City will record the documents at the Marquette County Register of Deeds. Copies will be available at the Marquette County Register of Deeds.

Note: The road and/or utility conveyance(s) will not be accepted into the City's public infrastructure system until the City has approved the conveyance(s) and has had the conveyance(s) recorded. The conveyance will not go before the City Commission for approval until all items on the City's punch list for the project have been completed.

Conveyances that are created by the inclusion on a plat or condominium are subject to the City of Marquette Land Development Code, Chapter 54, Code of Ordinances, Article 5.

Sample I is a **Public Utility Easement**. This sample depicts the format currently acceptable to the City of Marquette. Please follow the example as closely as possible to increase your odds of an acceptable document on first submittal. Blank areas of the text with an underline and/or italics indicate the data and text which would need to be completed based on the actual terms of the grant of Easement (ie, parties, type of easement being granted, recorded deed, monetary consideration, transfer tax, etc.). The underlined and/or italics portions are not exclusive as to areas needing to be personalized for a particular Easement.

The City Also Requires:

1. The current **City of Marquette Parcel Identification Number** (PIN) must be noted on each sheet of the conveyance instrument.
2. A closed boundary, metes and bounds **legal description** (Exhibit Designation) with area noted for the conveyance parcel.
3. A well drafted, **original sketch** (Exhibit Designation) must be included as part of the conveyance instrument.

4. The sketch must:
 - A. Be on 8 ½” x 14” white bond paper with a 1-inch border on the top edge, and ½-inch borders on the other three edges.
 - B. Have a north arrow, basis of bearing, and indication of the graphic engineer’s scale used to draw the sketch.
 - C. Show the date of sketch and all revision dates (Month, Day, Year).
 - D. Depict the conveyance area by crosshatching and note the conveyance area.
 - E. Show the Owner’s name(s). (Note: the name(s) must match the current owner as shown in the Preliminary Title Report)
 - F. Show information to accurately locate the conveyance area including multiple ties to existing, found section corners, subdivision corners, condominium corners, subdivision names (if applicable), recording information, street names, bearings and **ground** distances relevant to the location of the conveyance.
 - G. Include the seal and signature of the Professional Surveyor licensed in the State of Michigan.
 - H. Copies of site plan sheets or as built sheets will **not** be accepted as an original sketch. A separately created, original sketch is required.

For Properties with Multiple Owners the City Also Requires:

1. **A Preliminary Title Report**, no older than 90 days, for each property affected by the conveyance. (This report assures that the person(s) conveying the instrument is/are the owner(s) of record and demonstrates any additional party interest in the property that would be affected by the conveyance.)
1. **Consents to the Conveyance** must be provided for each lien holder of record indicated in the Preliminary Title Report. (Note: each consent and conveyance instrument must be properly signed and notarized.)

It is understood that not all conveyances offered to the City will neatly fit all the foregoing criteria and that subtle variance, from that described above, may be necessary. This guide has been prepared to provide insight into how best to satisfy the City’s conveyance criteria. This should assist in minimizing both time and cost to all parties.

Questions or concerns regarding the conveyance process may be directed to the City Engineer at 906-228-0440.

SAMPLE 1

PUBLIC UTILITY EASEMENT (requires minimum 2 1/2 inch top margin, 1/2 inch margin on sides and bottom and minimum of 10 point font)

PUBLIC UTILITY EASEMENT AGREEMENT
(TYPE OF UTILITY)
(PROJECT NAME)

This Public Utility Easement Agreement (“Agreement”) is made _____, 20__, by and between _____ (servient estate), a _____, whose address is _____ (“Owner”), and **City of Marquette** (dominant estate), a Michigan municipal corporation whose address is 300 West Baraga Avenue, Marquette, Michigan 48108 (“City”).

RECITALS

A. Owner is the sole owner of the real property located in City of Marquette and said real property is Recorded in Liber XXX of Deeds, Page XXXX (or Document Number XXXXR-XXXXX) at the Marquette County Register of Deeds, commonly known as _____, and with PIN: _____, (“Property”). Owner has the right to grant the easement(s) and dedicate the improvement(s) as set forth in this Agreement.

B. Owner has constructed certain _____ mains and appurtenances for public _____ services to be provided by the City to the Property in accordance with plans and specifications approved by the City.

C. Owner wishes to grant to the City easements for construction, maintenance, inspection, repair and replacement of the _____ mains and appurtenances over, across, under and within those portions of the Property described on the legal description attached as Exhibit A (“Easement Parcel”) and shown on the sketch attached as Exhibit B and to dedicate to the City for public purposes the _____ mains and appurtenances located within the Easement Parcel.

Accordingly, the parties agree as follows:

GRANT OF EASEMENT: Owner grants, for NO CONSIDERATION (or for consideration of \$_____), to the City and its successors and assigns a perpetual easement over, across, under and within the Easement Parcel for purposes of construction, maintenance, inspection, repair and replacement of the _____ mains and appurtenances located within the Easement Parcel together with the right of access, ingress and egress over and across the Property and within the Easement Parcel for purposes of such construction, maintenance, inspection, repair and replacement of such _____ mains and appurtenances (“Easements”).

DEDICATION: Owner hereby dedicates to the City for public purposes the _____ mains and appurtenances located within the Easement Parcel, and the City accepts the dedication of such _____ mains and appurtenances as public utilities to be maintained, inspected, repaired and replaced by the City. The City agrees to repair any damage to the surface of the Easement Parcel resulting from its inspection, maintenance, repair or replacement of the _____ mains and appurtenances within the Easement Parcel, and to restore the Easement Parcel to the condition existing prior to such work by the City, to the extent reasonably possible. Provided, however, Owner shall be solely liable and responsible for any and all costs, expenses, repair or replacement arising out of or related to the defect in or faulty construction of the _____ mains and appurtenances, including construction not in accordance with the approved plans and specifications or arising from improper use of the _____ mains and appurtenances or the Easement Parcel by Owner or its agents, contractors, employees, guests, invitees, successors or assigns.

PIN:_____

MAINTENANCE OF THE EASEMENT PARCEL: Neither Owner nor its successors, transferees or assigns shall construct any buildings or improvements nor place any trees on the Easement Parcel nor make any change to the grade or surface of the Easement Parcel without prior written consent by the City. Owner may continue use of the Easement Parcel for purposes that do not interfere with City’s rights and uses under this Easement, and shall be entitled to re-surface, repair, restore, and replace areas to keep them in their current condition. Any expansion or change in use by the Owner upon the Easement Parcel shall require the City’s prior written approval.

FURTHER EASEMENTS: Owner shall not grant any further easements within the Easement Parcel nor alter, repair or modify the _____ mains or appurtenances within the Easement Parcel without prior written consent by the City.

INDEMNIFICATION: Owner shall indemnify and hold City harmless from and against any and all claims, liabilities or damages arising out of or related to construction of the _____ mains or appurtenances by Owner or its agents, contractors, consultants, engineers and employees. Provided, however, the Owner shall not be obligated to indemnify and hold the City harmless from any claims, liabilities or damages that arise solely out of the City’s failure to properly maintain, inspect, repair, and replace the water mains and appurtenances.

ADDITIONAL DOCUMENTS: All parties agree to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the executing party) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Agreement.

BINDING EFFECT: The easement and dedication granted pursuant to this Agreement shall run with the land and the benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns.

TRANSFER TAX: This EASEMENT is exempt from real estate transfer taxation under the provisions of MCL 207.505(a) and MCL 207.526(a).

Dated this _____ day of Month, Year.

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

By:
Its:

Acknowledged before me in Marquette County, Michigan, on Month Day, Year, by _____, Sole Member of _____, LLC, on behalf of the Limited Liability Company.

_____, Notary Public
State of Michigan, County of Marquette
My commission expires: _____
Acting in the County of Marquette

PIN:_____

CITY OF MARQUETTE

By: Current, Its: Mayor

By: Current, Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on Month Day, Year, by Current, Mayor,
and Current, Clerk, of the City of Marquette, a Michigan municipal corporation.

_____, Notary Public
State of Michigan, County of Marquette
My commission expires: _____
Acting in the County of Marquette

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Current, City Manager

Current, City Attorney

Easement Drafted by:
Name , Attorney
Address
Phone Number
PIN:

EXHIBIT "A"
PUBLIC UTILITY EASEMENT AGREEMENT
(TYPE OF UTILITY)
(PROJECT NAME)
Legal Description of Easement

A public perpetual utility easement for access, construction, operation and maintenance of public water main utilities Twenty (20) feet wide, Ten (10) feet on each side of the centerline thereof, along an existing water main on, over, across, under, and through part of the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, said easement being more particularly described as:

Commencing at the West quarter corner of said Section 22; thence S00°53'13"W along the West line of said section 245.60 feet to the South line of the North 245.5 feet of said NW1/4-SW1/4 as recorded in Document 2006R-02906; thence S88°41'58"E along said south line 266.83 feet to the easement Point of Beginning;

Thence continuing S88°41'58"E along said south line 25.96 feet; thence S51°10'38"W 8.29 feet; thence S06°10'38"W 5.87 feet; thence S16°19'22"E 2.10 feet to the northerly Right of Way (ROW) of Wilson Street, a 66 foot wide public ROW as recorded in Document 2006R-05186; thence westerly along said ROW and a curve to the left 20.02 feet, said curve having a radius of 308.00 feet and a delta of 3°43'24", the chord of which bears S75°40'31"W a distance of 20.01 feet; thence N16°19'22"W 5.38 feet; thence N06°10'38"E 13.50 feet to the Point of Beginning.

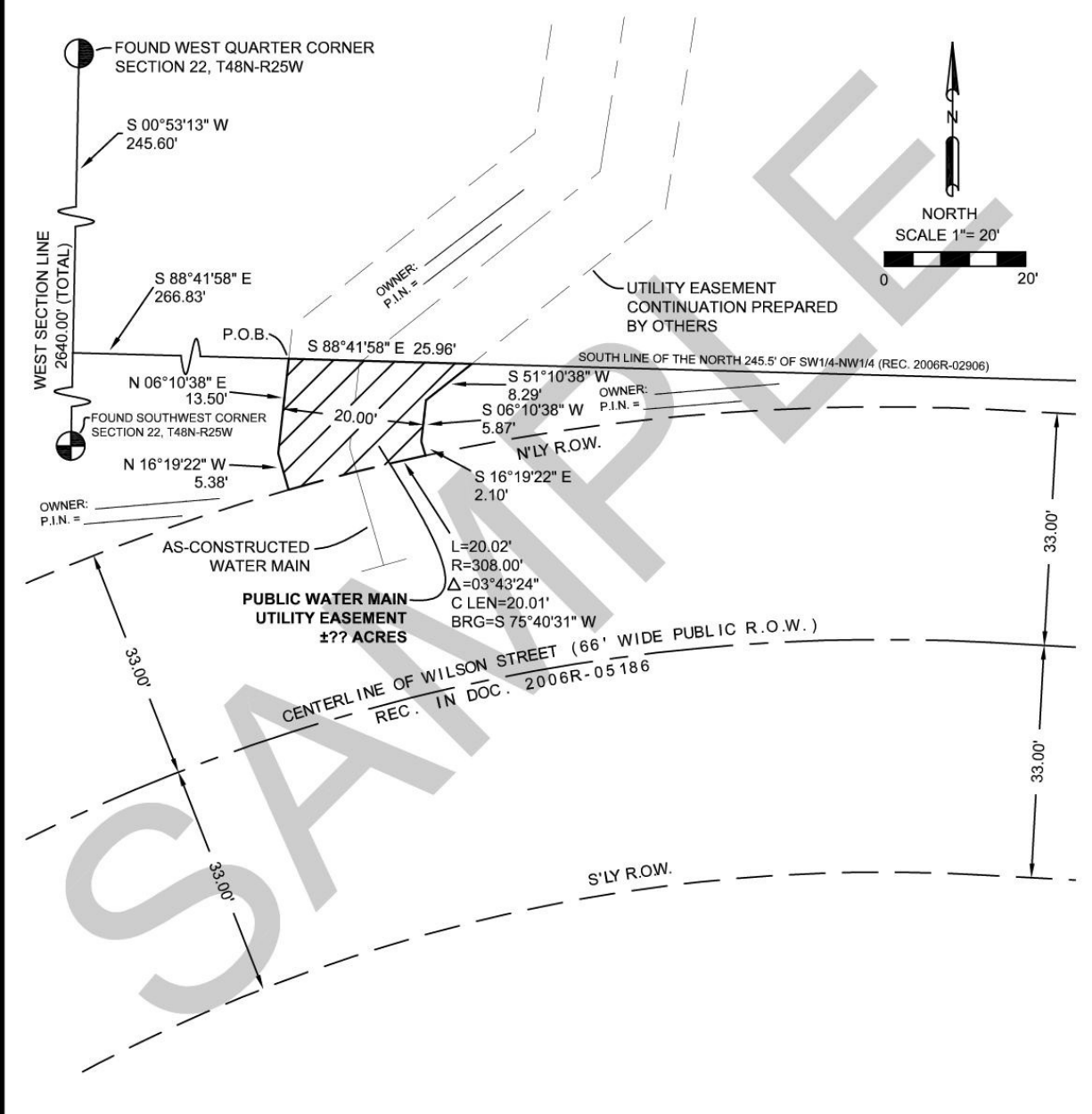
The above described easement contains ____ acres, more or less, and is shown on the Easement Sketch attached hereto as **Exhibit "B"** and is hereby made part of this easement.



SIGNED DATED

Prepared by: J. DOE, P.S.
Date: _____
Prepared for: _____
Job No: _____
PIN: _____

EXHIBIT "B" TO PUBLIC UTILITY EASEMENT AGREEMENT
(TYPE OF UTILITY)
(PROJECT NAME)
Sketch of Utility Easement



NOTE: THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE ABOVE CLIENT.

- = FOUND IRON(AS NOTED)

○ = SET IRON WITH P.S. CAP

▲ = SET CONCRETE MONUMENT
- △ = FOUND CONCRETE MONUMENT

= OTHER (AS NOTED)
- (R) = RECORD DIMENSION

(M) = MEASURED DIMENSION

(C) = CALCULATED

| | | | | |
|-------------------------------------|----------|--|--|--|
| SURVEY CONSULTANT INFORMATION | | <div><div></div><div>NORTH</div></div> | BY: _____ JOHN W. DOE, P.S. NO. 12345 | |
| | | | DATE: _____ | |
| SCALE: | CLIENT: | BEARING BASIS: | <div>SEAL</div> | |
| APPROVED BY: | JOB NO.: | ? | | |
| DRAWN BY: | DATE: | SEC. TWP RGE | | |
| PROJECT DESCRIPTION: | | ? 48N 25W | | |
| | | MUNICIPALITY: | | |
| | | CITY OF MARQUETTE | | |
| ENCROACHMENTS: | | | | |
| SHEET OF | | | | |
| PIN: | | | | |