


# Memo

**To:** President Foster & Council Members  
**From:** Julie Durkin, Zoning Administrator  
**Date:** July 7, 2022  
**Re:** Sign Easement Agreement with Pinckney Chrysler

For the past year, the DDA Board has been working on design, location and implementation of a plan to have new gateway signs installed at the entrances to our community. On February 7, 2022, they authorized the purchase of two signs as proposed by Huron Signs (aka Johnson Sign Company) in the amount not to exceed \$15,500 for the western and eastern border of the Village along M-36. The western border will be installed on The Means property during the final stages of their site plan. The eastern boundary will be located on Pinckney Chrysler property where the current "Welcome to Pinckney" sign is located. This location is ideal and will not require permission from MDOT etc. Pinckney Chrysler has generously agreed to allow this and have executed the Sign Easement Agreement as prepared by the Village Attorney. The Board will also look at additional locations in the future. They are recommending that Council approve and authorize the execution of the agreement.

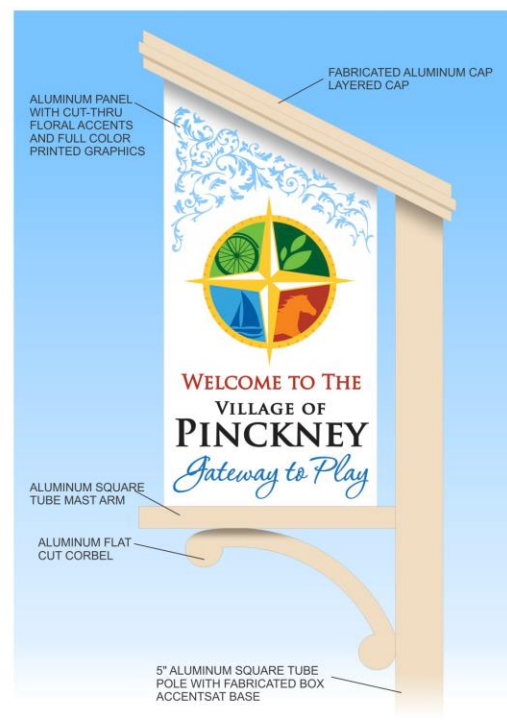
### New Custom Aluminum Flag Mount Sign



SCALE 1/2" = 1'

NEW DOUBLE SIDED FABRICATED ALUMINUM FLAG MOUNTED SIGN INSTALLED IN DIRECT BURIAL FOOTING WITH RIVER ROCK MASONRY BASE. FACES FEATURE CUT-THRU FLORAL PATTERN AND UV LAMINATED FULL COLOR DIGITAL PRINT GRAPHICS. THE SIGN FEATURES ALUMINUM ACCENTS INCLUDING A PITCHED TWO LAYERED TOP, CORBEL, & BOXED BOTTOM WITH RIVER ROCK MASONRY BASE.

SIGN IS NON-ILLUMINATED.




FABRICATED ALUMINUM CAP LAYERED CAP

ALUMINUM PANEL WITH CUT-THRU FLORAL ACCENTS AND FULL COLOR PRINTED GRAPHICS

ALUMINUM SQUARE TUBE MAST ARM



ALUMINUM FLAT CUT CORBEL

5" ALUMINUM SQUARE TUBE POLE WITH FABRICATED BOX ACCENTS AT BASE



2240 Lansing Ave. Jackson, MI 49202  
 1800 S. Cedar St. Lansing, MI 48910  
 665 S. Mansfield, Ypsilanti, MI 48198  
 517.784.3720 | www.johnsonsign.com

**JOB NAME:**  
NAME \_\_\_\_\_

THIS SIGN IS INTENDED TO BE MANUFACTURED IN ACCORDANCE WITH THE NEW EDITION OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN FOR WET WEATHER AREAS.

SUITABLE FOR WET LOCATIONS - IN ACCORDANCE WITH NEC 600

JOHNSON SIGN CO. DOES NOT PROVIDE PRIMARY ELECTRIC TO SIGN LOCATION RESPONSIBILITY OF OTHERS

THIS DRAWING PROVIDED & INTENDED FOR CONCEPTUAL PURPOSES ONLY. THE FINISHED PRODUCT MAY BE SUBJECT TO MINOR & NECESSARY MODIFICATIONS TO AID OR ENABLE FABRICATION PROCEDURES

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# OF SETS	1	RETURN DEPTH	7'	RACEWAY COLOR	N.A.	DESIGNER	S WILKIE	APPROVED BY:
FACE COLOR	COLOR PRINT	TYPE OF INSTALL	DIRECT BURIAL	TRANSFORMER	N.A.	DATE	06/18/21	
RETURN COLOR	BEIGE - TBD	TYPE OF FACE	ALUMINUM	BALLAST	N.A.	JOB NO.		DATE: _____
RETAINER COLOR	N.A. (BLIND)	RACEWAY D.	H. L. N.A.	COMMENTS:		JOB NAME	PINCKNEY-061821-1	
LED COLOR	N.A.	HOUSINGS	N.A.	SALESPERSON:	JIM ANDERSON	ADDRESS:	220 HOWELL ST. PINCKNEY, MI	

**SIGN EASEMENT AGREEMENT**

This Easement Agreement is made this 30<sup>th</sup> day of June, 2022, by and between The Address of The Store, LLC, whose address is 1295 E. M-36, Pinckney, Michigan (referred to as "Grantor") and the Village of Pinckney, a Michigan Municipal Corporation, whose address is 220 S. Howell Street, Pinckney, Michigan (referred to as "Grantee").

**WHEREAS**, Grantor owns a parcel of property in the Village of Pinckney, County of Livingston, Michigan, which includes the following described premises:

See legal description attached as **Exhibit A**, and incorporated by reference.

**WHEREAS**, the Grantee desires to obtain a permanent easement from the Grantor over and upon the above described premises to install and maintain a sign in the location depicted on the attached **Exhibit B**, incorporated by reference; and

**WHEREAS**, the parties hereto desire to enter into an Agreement for a permanent easement for purposes of Grantee installing and maintaining a sign on the premises.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. In consideration of the sum of One and no/100 Dollars (\$1.00), the Grantor hereby grants, conveys and warrants to the Grantee a permanent non-exclusive easement over and upon the above-described premises, for the sole purpose of installing a sign in the location provided in **Exhibit B**, and for maintenance, repairs and replacement of that sign, and for such rights of ingress and egress as necessary for such purposes.

2. The sign installed and maintained by Grantee on the described premises shall comply with all applicable laws, codes, and ordinances.

3. The Grantor agrees that the easement granted herein is a permanent easement that shall constitute a burden upon the land and shall run with the land, and that any sale of the described premises shall be subject to the easement granted herein.

4. The Grantee agrees to repair, replace or restore any improvements including landscaping, lawns, and plantings within the easement area that are damaged or destroyed due to the Grantee's installation, maintenance, and repair of the sign.

5. Except as described in paragraph 4 above, the Grantor agrees to provide general maintenance for the easement area including landscaping, lawns and plantings within the easement area.

6. This conveyance is exempt from real estate transfer taxes pursuant to MCL 207.505(a), and MCL 207.526(a).

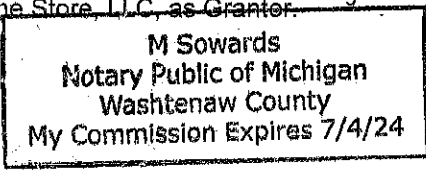
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Dated: June 30, 2022

GRANTOR/The Address of The Store, LLC  
By: [Signature]  
Name: Cynthia Preston  
Its: Controller

STATE OF MICHIGAN)  
COUNTY OF LIVINGSTON)

The foregoing Easement Agreement was acknowledged before me, a Notary Public, this 30th day of June, 2022, by Cynthia Preston, Its Controller, on behalf of The Address of The Store, LLC, as Grantor.



[Signature], Notary Public  
Livingston County, Michigan  
Acting in Livingston County, Michigan  
My commission expires:

GRANTEE/Village of Pinckney

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Rebecca Foster, Village President

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Jill Chapman, Village Clerk

STATE OF MICHIGAN)  
COUNTY OF LIVINGSTON)

The foregoing Easement Agreement was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Rebecca Foster, Village President, and Jill Chapman, Village Clerk, on behalf of the Village of Pinckney, as Grantee.

\_\_\_\_\_, Notary Public  
Livingston County, Michigan  
Acting in Livingston County, Michigan  
My commission expires:

Drafted by:  
Sarah K. Osburn, Esq.  
Cohl, Stoker & Toskey, P.C.  
601 North Capitol Avenue  
Lansing, MI 48933  
(517) 372-9000

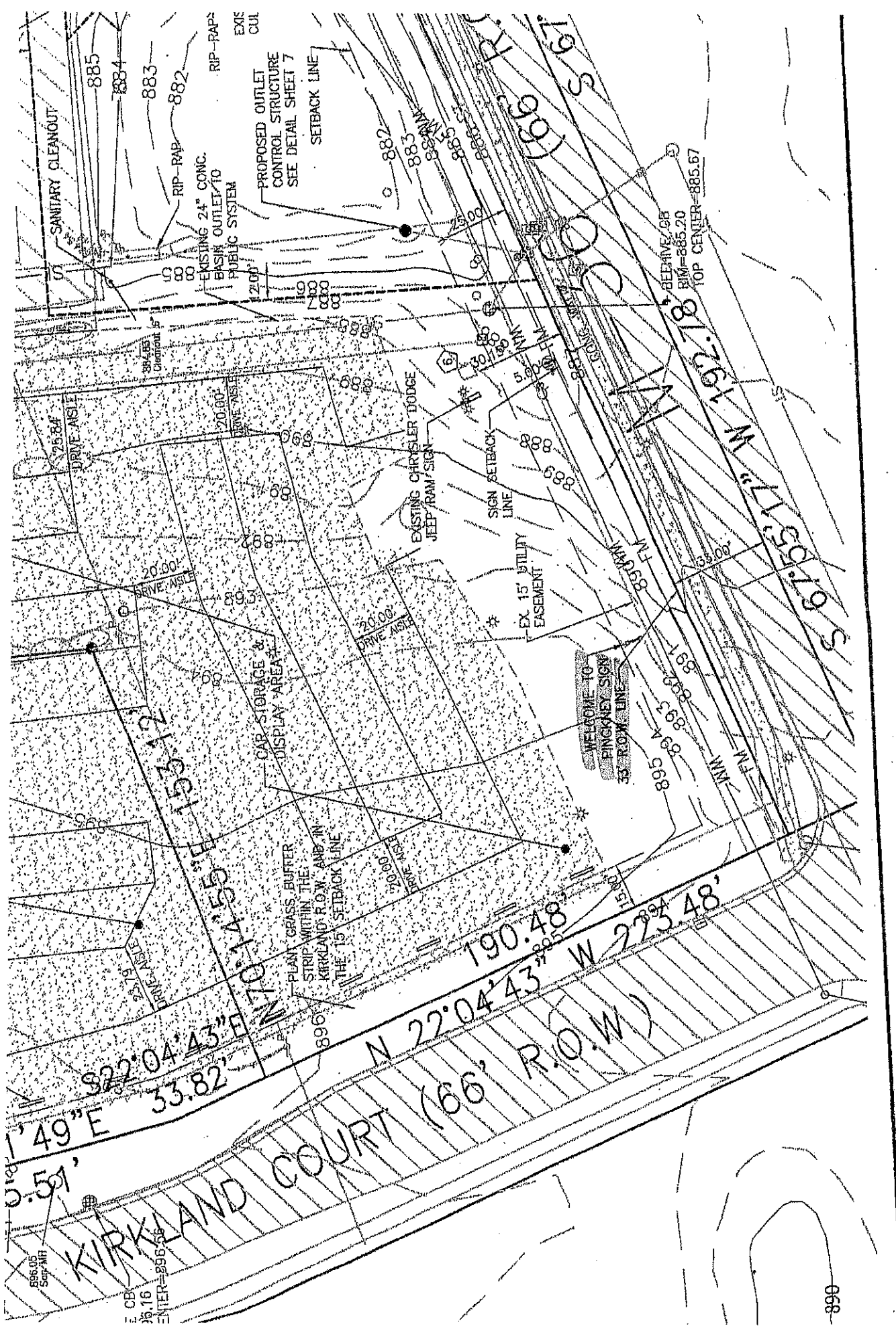
When recorded return to:  
Village of Pinckney  
220 South Howell Street  
Pinckney, MI 48169

**EXHIBIT A**

**Legal Description**

Tax Description 4714-23-400-059

14-23-400-059 SEC 23 T1N R4E COMM E 1/4 COR TH S88\*04'44"W 361.13 FT TO POB. TH S03\*29'35"E 722.43 FT TH S67\*23'58"W 214.22 FT TH S67\*55'17"W 192.78 FT TH N22\*04'43"W 257.30 FT TH ARC R CHD BRG N12\*51'49"W 85.81 FT TH N03\*38'55"W 300.06 FT TH N86\*21'05"E 278.50 FT TH N03\*35'30"W 230.53 FT TH N88\*04'44"E 203.86 FT TO POB. 7.12 AC M/L COMB 2/18 FROM 053 & 054



SANITARY CLEANOUT

885  
884  
883  
882

RIP-RAP  
EXISTING 24" CONC.  
BASIN OUTLET TO  
PUBLIC SYSTEM

PROPOSED OUTLET  
CONTROL STRUCTURE  
SEE DETAIL SHEET 7  
SETBACK LINE

EXISTING CHRYSLER DODGE  
JEEP / RAM / SIGN

EX 15' UTILITY  
EASEMENT

WELCOME TO  
PINKNEY SIGN  
33' ROW LINE

BEHIVE-08  
BM=885.20  
TOP CENTER=885.67

890

1 PM