



CITY of NOVI CITY COUNCIL

Agenda Item D
March 9, 2015

SUBJECT: Approval of Resolution Concerning Acquisition and Approving Declaration of Necessity and Taking and authorization of Offer to Purchase in the total amount of \$1,245 for a permanent pathway easement and temporary grading permit on a parcel owned by 47087 Grand River, LLC (parcel 50-22-16-151-002) for the purpose of relocating an existing pathway as part of the project to add a second left turn lane for eastbound Grand River Avenue at Beck Road.

RA

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 1,245
AMOUNT BUDGETED	\$ 54,000
LINE ITEM NUMBER	204-204.00-863.511

BACKGROUND INFORMATION:

The City received a Federal Safety Grant to add a dual left turn lane to eastbound Grand River Avenue at Beck Road. The construction of a dual left turn at this intersection was identified as a crash mitigation improvement in the 2012 report that evaluated the high crash intersections in the City of Novi (excerpt attached), and was also recommended as an operational improvement in the 2011 I-96 Area Transportation Improvement Plan report. The estimated project cost is \$713,000, of which \$452,000 is eligible for grant funding. The dual left turn lane project would be in addition to the right turn lane extension project for westbound Grand River at Beck Road to be constructed this year, which is also partially funded with a Federal grant. A map of the area is attached for reference.

Early in the design process, three permanent and five temporary easement to facilitate construction were identified for the project. Engineering staff has attempted to make contact with one of the property owners, 47087 Grand River, LLC, toward acquisition of the easements, but has not received a response. The enclosed January 30, 2015 letter was sent to 47087 Grand River, LLC requesting a donation of the permanent pathway easement and temporary grading permit. Because the project is receiving Federal funding, the easement acquisition process must follow Federal regulations and conform to MDOT's grant requirements for this project. The January letter also informs the property owner that they are entitled to just compensation for the fair market value of the easements.

To formalize the valuation in form of an offer, staff has worked with the City Attorney to prepare an *Agreement of Sale and Offer to Purchase Easements over Real Property* for the parcel owned by 47087 Grand River, LLC on which easements are located for City Council consideration. The City Attorney has also prepared a *Resolution Concerning the Acquisition of Property and Approving Declaration of Necessity and Taking* and a

Declaration of Taking to allow the City to begin proceedings to acquire the easements through eminent domain in case the City is unable to acquire the easements for the amounts stated in the offer. In order to stay on schedule for 2015 funding and construction, easements must be recorded by March or April.

The construction of the Grand River Avenue Eastbound Dual Left Turn Lane at Beck Road project is scheduled to occur in 2015.

RECOMMENDED ACTION: Approval of Resolution Concerning Acquisition and Approving Declaration of Necessity and Taking and authorization of Offer to Purchase in the total amount of \$1,245 for a permanent pathway easement and temporary grading permit on a parcel owned by 47087 Grand River, LLC (parcel 50-22-16-151-002) for the purpose of relocating an existing pathway as part of the project to add a second left turn lane for eastbound Grand River Avenue at Beck Road.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

Grand River Avenue - Dual Left Turn Lane Project 47087 Grand River LLC Parcel Easements

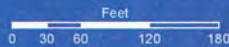
Location Map



Map Author: Croy
Date: 2/26/15
Project: Grand River Dual Left Turn Lanes
Version #: v1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



1 inch = 160 feet



City of Novi

Engineering Division
Department of Public Services
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



January 30, 2015

47087 Grand River LLC
c/o Mike McCowan
44485 Grand River Ave.
Novi, MI 48375

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Andrew Mutch

Wayne M. Wrobel

Laura Marie Casey

Gwen Markham

Doreen Poupard

City Manager
Pete Auger

Re: Grand River Dual-Left Turn Lane at Beck Road
Highway Easement

To whom it may concern:

The City of Novi is planning to add a second eastbound left turn on Grand River approaching Beck Road. To accommodate the additional lane, the road would be widened along the south side of Grand River. The widening would extend through the intersection and across a portion of the frontage of your parcel at 47087 Grand River Avenue.

**Director of Public Services/
City Engineer**
Rob Hayes, P.E.

Enclosed is a plan showing the proposed road improvements. The road improvements would be constructed within the existing road right-of-way, however the existing pathway and an existing utility pole would be relocated outside the road right-of-way, and will therefore require a Highway Easement. Additionally, a portion of the drive approach will need to be reconstructed as well. A Temporary Grading Permit would also be required for the construction, and would expire once the project is complete. Both proposed easements would vary in width along the Grand River frontage as shown on the attached plan.

The City is asking that the easements be donated in an effort to minimize costs for the project. A property owner may choose to donate all or a portion of his or her property that is needed for a project. However, we are obligated by law to determine the fair market value of the easements and offer compensation to the property owner. After being fully informed of his or her rights, the property owner may then decide to donate the easements and waive any right to just compensation.

Department of Public Services
Field Services Complex
26300 Lee BeGole Dr.
Novi, Michigan 48375
248.735.5640
248.735.5659 fax

cityofnovi.org

The fair market value for the easements was determined based on the value of the property per square foot on the basis of the City's assessment records. The value of the permanent easement was calculated based on 100% of the property value, and the temporary easement were calculated based on 8% of that value. The valuation for both easements is estimated to be a total of \$1,245 (see attached Valuation Statement).

Pursuant to federal guidelines, you are entitled to an appraisal of the value of the property interest being requested. In the event you would like an appraisal, please let us know at your earliest possible opportunity. Alternatively, you may waive the required appraisal in connection with a donation of the easement property.

If you are satisfied with the enclosed easement documents and valuation statement, and choose to donate the easements, please sign and return the two easement documents along with the enclosed donation form. In the event that you choose to donate the easement, you should return one signed, notarized copy of each document for approval by our City Council and subsequent recording with the Register of Deeds. If you choose not to donate the easements for the project, please contact our office as soon as possible (no later than **February 13, 2015**) to discuss the next steps in the easement acquisition process.

We appreciate your cooperation in moving this project forward and invite you to contact our office at 248-347-0454 with any questions.

Sincerely,



Benjamin Croy, PE
Civil Engineer

Enclosures

cc: Brian Coburn; Engineering Manager
Beth Saarela; Johnson, Rosati, Shultz & Joppich

HIGHWAY EASEMENT

KNOW ALL PERSONS that _____, as _____ of 47087 Grand River LLC, a Michigan limited liability company (“Grantor”), whose address is 44485 Grand River Avenue, Novi, MI, for and in consideration of One (\$1.00) Dollars, paid to Grantor by the City of Novi, a Michigan Municipal Corporation, (“Grantee”), whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, does hereby grant to the Grantee, a permanent easement for all public highway purposes (“Highway Easement”) and to construct, operate, maintain, repair, and/or replace roadways, utilities, sidewalk, and other infrastructure improvements in, over, under, upon, and through a portion of the following described premises (“Property”) situated in the City of Novi, County of Oakland, State of Michigan as such Highway Easement is more particularly described, drawn and depicted on the attached Exhibit A.

Commonly known as: 47087 Grand River Ave., Novi, MI Tax Parcel No.: 50-22-16-151-002

The Highway Easement consists of a variable width easement described as follows:

SEE HIGHWAY EASEMENT DRAWING, ATTACHED AS EXHIBIT “A,”

This Highway Easement includes, but is not limited to, the consent of the Grantor, within the Highway Easement area, to the removal of any trees, shrubs, and/or vegetation, to grading, to the occupancy of the Property by public utilities, and to other matters which, in the sole discretion of the Grantee, may be necessary in connection with all public highway purposes and the construction, operation, maintenance, repair, and/or replacement of roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the Highway Easement. Grantor waives further notice of such actions.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be restored at Grantee’s sole cost and expense to substantially the condition that existed prior to construction by the Grantee, its agents, employees or contractors.

This Highway Easement runs with the land and shall bind the Grantor and the Grantor’s heirs, representatives, successors, and assigns. This Highway Easement contains the entire understanding of the Grantor and the Grantee, and there are no other verbal promises between the Grantor and the Grantee except as shown herein.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this _____ day of _____, 2011.

GRANTOR

47087 Grand River LLC

BY: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

The foregoing consent to easement was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of 47087 Grand River LLC, a Michigan limited liability company.

Notary Public
_____ County, __
My Commission Expires: _____

Parcel No.

Drafted by:
Elizabeth Saarela, Esq.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:

Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375

RECORDING FEE _____ REVENUE STAMPS _____

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Highway Easement, dated _____, 20__, attached hereto and incorporated as Exhibit A, whereby 47087 Grand River, LLC grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the ____ day of _____, 20__.

Turowski-Novu, L.L.C., a Michigan
limited liability company

By: _____
(Print Name:
Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of _____, a Michigan _____.

Notary Public
_____ County, MI
My commission expires: _____

PARCEL SKETCH

PARCEL ID 22-16-151-002



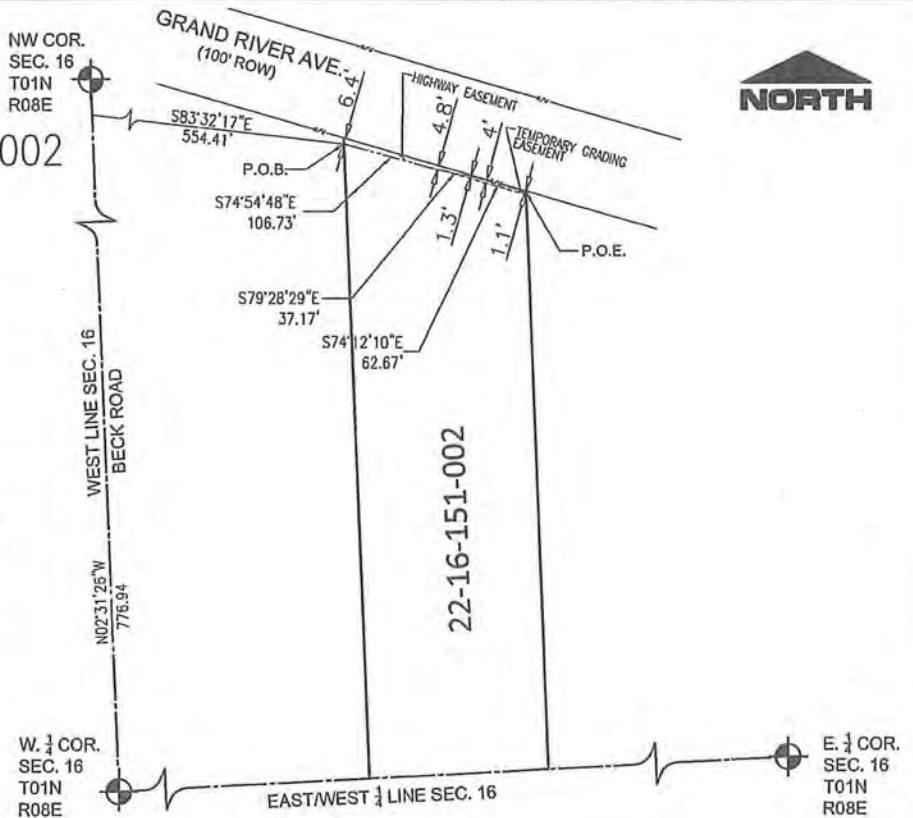
PARENT PARCEL LEGAL DESCRIPTION
(AS PROVIDED)

LIBER 45415 PAGE 548

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 01 NORTH, RANGE 08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 16; THENCE NORTH 89 DEGREES 37 MINUTES 30 SECONDS EAST 549.04 FEET FROM THE WEST 1/4 SECTION CORNER OF SAID SECTION 16; THENCE NORTH PARALLEL TO THE WEST LINE OF SECTION 16, 695.98 FEET TO THE SOUTHERLY LINE OF GRAND RIVER ROAD, THENCE SOUTH 71 DEGREES 26 MINUTES EAST ALONG THE SOUTH LINE OF SAID ROAD 208.16 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE WEST SECTION LINE 625.3 FEET TO THE EAST AND WEST 1/4 LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS WEST ALONG SAID 1/4 LINE 197.50 FEET TO THE POINT OF BEGINNING.



HIGHWAY EASEMENT LEGAL DESCRIPTION

PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 01 NORTH, RANGE 08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE PARENT PARCEL LYING NORTH OF THE LINES DESCRIBED BELOW:

COMMENCING AT THE WEST 1/4 OF SAID SECTION 16; THENCE NORTH 02°31'26\"/>

CONTAINING 791 SQUARE FEET OR 0.02 ACRES OF LAND MORE OR LESS.

TEMPORARY GRADING EASEMENT LEGAL DESCRIPTION

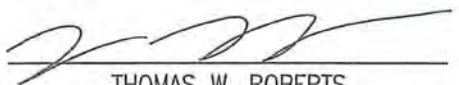

THE NORTH 4 FEET OF THE PARENT PARCEL EXCEPT THE HIGHWAY EASEMENT DESCRIBED ABOVE.

CONTAINING 216 SQUARE FEET OR 0.01 ACRES OF LAND MORE OR LESS.

BASIS OF BEARING STATEMENT

BEARING FOR THE PROPOSED EASEMENTS WERE BASED UPON GEODETIC OBSERVATIONS ON THE WEST LINE OF SECTION 16, TOWN 01 NORTH, RANGE 08 EAST.

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<p>CLIENT</p> <p>CITY OF NOVI</p>	 <p>THOMAS W. ROBERTS REGISTERED LAND SURVEYOR NO. 58193</p>	<p>PARCEL ID</p> <p>22-16-151-002</p>
 <p>SURFACE TRANSPORTATION GRAND RAPIDS, SOUTHFIELD, TRAVERSE CITY</p>	<p>LEGEND</p> <p>EXISTING ROW LINE — R/W —</p> <p>HIGHWAY EASEMENT — ····· —</p> <p>SECTION LINE — — — — —</p> <p>GRADING LINE — - - - - -</p> <p>SEC. COR. ⊕</p> <p>SCALE: 1"=200' DATE: 01.26.2015</p>	<p>GRAND RIVER AVENUE HIGHWAY AND GRADING EASEMENT</p> <p>PAGE 1 OF 1</p>

TEMPORARY GRADING PERMIT

_____, as _____ of 47087 Grand River LLC, a Michigan limited liability company as the Owner of the property described as Parcel No. 50-22-16-151-002 in Novi, Michigan, (the "Property") hereby grant the City of Novi and its contractor (or subcontractors) permission to access, move men and equipment on and through, the right to store materials and excavated earth, remove vegetation and alter the underlying land in, over, upon and through the property described above in the particular areas shown in Exhibit A, attached.

The work will include:

Paving, grading and related construction activities required for modifications to Grand River Avenue and the pathway relocation in accordance with approved plans. All work is contained in the set of construction plans entitled "Grand River Avenue – EB Dual Left Turn Lane at Beck Road" by URS.

All portions of the Premises damaged or disturbed by Novi's exercise of temporary easement rights, shall be reasonably restored by Novi to the condition that existed prior to the damage or disturbance;

I understand this only grants permission to the Contractor to perform work directly relating to the listed project and upon completion of required grading operations the property will be fully restored.

47087 Grand River LLC

By: _____ Its: _____ Date _____

Contact Mailing Address _____ City, State, Zip _____

Phone Number _____ Fax Number _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of 47087 Grand River LLC, a Michigan limited liability company.

Notary Public
_____ County, Michigan
My Commission Expires:

Drafted by:
Benjamin Croy, PE
City of Novi
45175 W Ten Mile Road
Novi, MI 48375

VALUATION STATEMENT

Highway Easement

Property Owner(s): 47087 Grand River LLC
44485 Grand River Ave
Novi, MI 48374

Address: 47087 Grand River (50-22-16-151-002)

Area to be acquired: 791 SF (Perm), 216 SF (Temp)

Price per square foot/acres x \$ 1.54

Total \$ N/A Fee (Permanent)

x 100% \$ 1,218 Easement (Permanent)

x 8% \$ 27 Grading Permit (Temporary)

Just Compensation \$ 1,245

ADDITIONAL INFORMATION:

Approval: _____ Date: _____

JOB NUMBER	PARCEL	NAME
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DONATION
to
LOCAL PUBLIC AGENCY (LPA)

This information is required by the LPA in order for a property owner to donate property.
Updated 02-14-08

Property Owner(s): 47087 Grand River LLC
44485 Grand River Ave
Novi, MI 48374

Address: 47087 Grand River (50-22-16-151-002)

Right(s) to be acquired: Fee (Total Take)
 Fee (Partial Take)
 Easement (Permanent)
 Permit (Temporary)

Just Compensation \$ 1,245

Just Compensation Market Study and/or Valuation Analysis
determined by: Appraisal by 3rd party

The undersigned owner(s) of the subject property identified below agrees with the following statements:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- I/We agree that the decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We agree to donate the subject property in lieu of compensation.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

APPROVAL: _____ Date: _____

JOB NUMBER	PARCEL	NAME
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50-22-16-176-017
NOVI MBE LLC

50-22-16-176-026
NOVI MBE LLC
46950 GRAND RIVER AVE

CAUTION - CRITICAL
UTILITY

HAZARDOUS OR
FLAMMABLE MATERIAL

CAUTION - CRITICAL
UTILITY

HAZARDOUS OR
FLAMMABLE MATERIAL

GRAND RIVER AVE

GRAND RIVER AVE

50-22-16-131-012
BOUCE EARL WARD
24500 BECK RD

50-22-16-131-002
41087 GRAND RIVER, LLC
41087 GRAND RIVER AVE

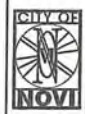
50-22-16-151-006
LVP, LTD

50-22-16-151-007
LVP, LTD

POINT OF ENDING
GRAND RIVER AVE STA 33+52.60

FILE: 44685-DRY-1100.DGN
AUTH: DATE REVISION

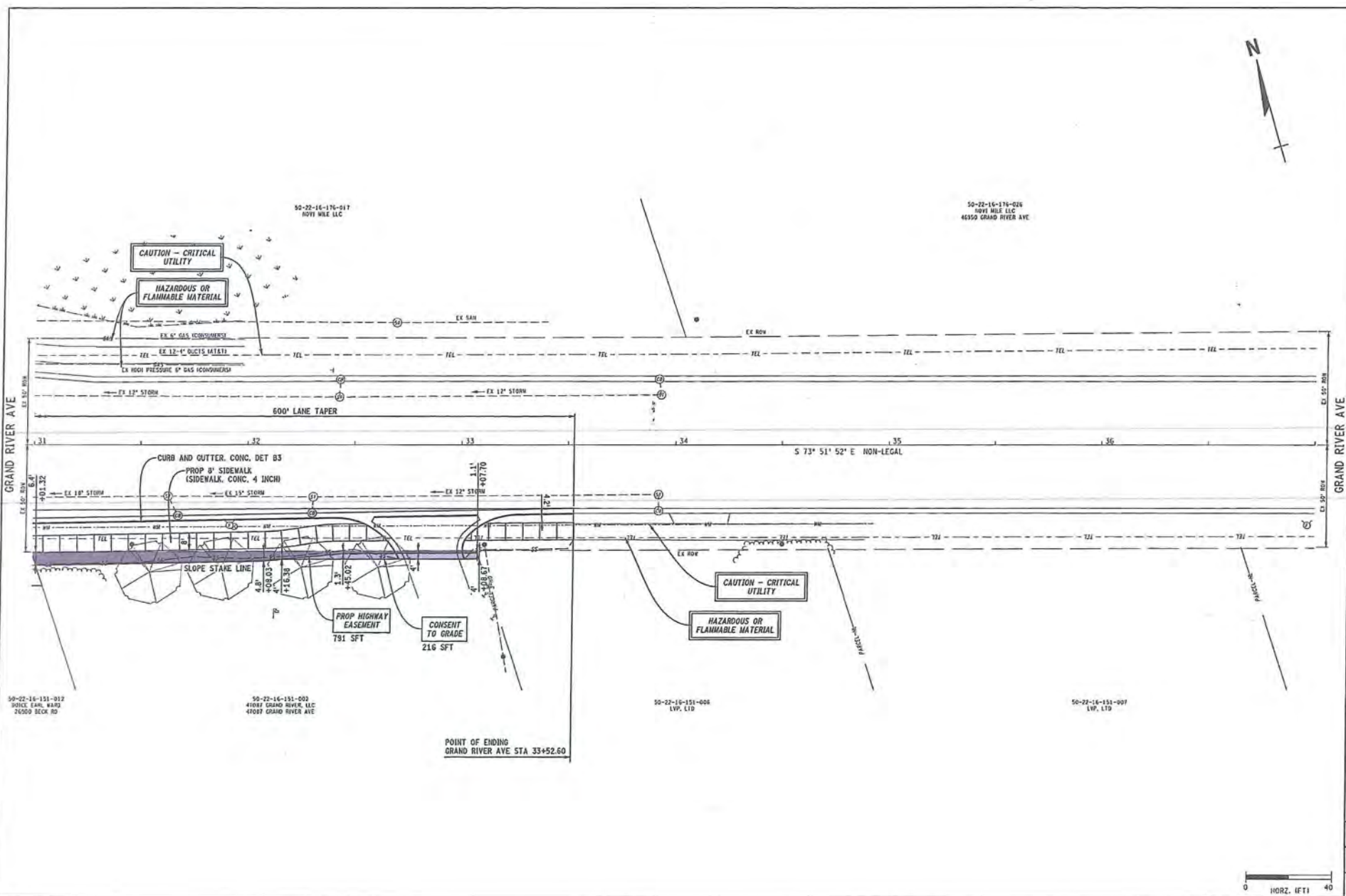
URS
Surface Transportation
and Transit City



GRAND RIVER AVE - DUAL LEFT TURN LANE
EASEMENT SHEET - STA 31+00 TO STA 37+00

JOB
120576
DATE
1/26/2015
SHEET
3

0 HORZ. (FT) 40



**RESOLUTION CONCERNING THE ACQUISITION
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Novi
County of Oakland, Michigan

Minutes of a _____ Meeting of the City Council of the City of Novi,
County of Oakland, Michigan, held in the City Hall in said City on March 9, 2015, at 7:00
o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____
_____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan,
necessitate the construction of a second eastbound turn lane on Grand River approaching Beck
Road requiring the widening of Grand River and relocation of the existing pathway and utility
poles along the frontage of 47087 Grand River in the City of Novi, Oakland County, State of
Michigan, to-wit:

PARCEL DESCRIPTION (50-22-16-151-002):

A HIGHWAY EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT OVER PARCEL DESCRIPTION (50-16-151-002):

**PART OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION
16, TOWN 01 NORTH, RANGE 08 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 16;THENCE NORTH 89 DEGREES 37 MINUTES 30 SECONDS EAST 549.04 FEET FROM THE WEST 1/4 SECTION CORNER OF SAID SECTION 16; THENCE NORTH PARALLEL TO THE WEST LINE OF SECTION 16, 695.98 FEET TO THE SOUTHERLY LINE OF GRAND RIVER ROAD, THENCE SOUTH 71 DEGREES 26 MINUTES EAST ALONG THE SOUTH LINE OF SAID ROAD 208.16 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE WEST SECTION LINE 625.3 FEET TO THE EAST AND WEST 1/4 LINE;THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS WEST ALONG SAID 1/4 LINE 197.50 FEET TO THE POINT OF BEGINNING.

HIGHWAY EASEMENT LEGAL DESCRIPTION

PART OF THE NORTHWEST 1/4 OF SECTION 16,TOWN 01 NORTH,RANGE 08 EAST,CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE PARENT PARCELLYING NORTH OF THE LINES DESCRIBED BELOW:

COMMENCING AT THE WEST 1/4 OF SAID SECTION 16;THENCE NORTH 02"31'26" WEST 776.94 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE SOUTH 83"32'17" EAST 554.41 FEET TO THE POINT OF BEGINNING;THENCE SOUTH 74"54'48" EAST 106.73 FEET;THENCE SOUTH 79"28'29" EAST 37.17 FEET;THENCE SOUTH 74"12'10" EAST 62.67 FEET TO THE POINT OF ENDING.

CONTAINING 791 SQUARE FEET OR 0.02 ACRES OF LAND MORE OR LESS.

TEMPORARY GRADING EASEMENT LEGAL DESCRIPTION

THE NORTH 4 FEET OF THE PARENT PARCEL EXCEPT THE HIGHWAY EASEMENT DESCRIBED ABOVE. CONTAINING 216 SQUARE FEET OR 0.01 ACRES OF LAND MORE OR LESS.

BASIS OF BEARING STATEMENT

BEARING FOR THE PROPOSED EASEMENTS WERE BASED UPON GEODETIC OBSERVATIONS ON THE WEST LINE OF SECTION 16,TOWN 01 NORTH, RANGE 08 EAST.

WHEREAS, plans for the improvements are on file with the City Clerk's Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent Highway Easement and Temporary Construction Easement to the above-described real estate.

WHEREAS, the City has caused a valuation of the subject property to be prepared by its City Assessor on the basis of assessment records and related information;

WHEREAS, valuation of the easements over the subject property is One Thousand Two Hundred and Forty-Five (\$1,245.00) Dollars.

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the easements over the subject property from the owners of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct a second eastbound turn lane on Grand River approaching Beck Road requiring the widening of Grand River and relocation of the existing pathway and utility poles along the frontage of 47087 Grand River in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto

as Exhibit A, calling for the payment of One Thousand Two Hundred and Forty-Five (\$1,245.00) Dollars for a permanent Highway Easement and Temporary Construction Easement over the subject property. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property and the desire to complete the sale short of litigation.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within seven (7) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement and Temporary Grading Permit in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$1,245.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this _____ day of _____, 2015.

MARYANNE CORNELIUS, CITY CLERK

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the construction of a second eastbound turn lane on Grand River approaching Beck Road requiring the widening of Grand River and relocation of the existing pathway and utility poles along the frontage of 47087 Grand River (the “Improvements”) in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire a permanent Highway Easement and Temporary Construction Easement over the property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property has heretofore been made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of Public Acts of 1980, as amended, it is now declared and determined that the real property hereinafter described shall be taken for the purpose of relocation of an existing pathway and utility poles in connection with the construction of a second eastbound turn lane on Grand River approaching Beck Road, in accordance with prepared plans showing said Improvements which are on file with the City Clerk’s Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said

property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property.

A HIGHWAY EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT OVER PARCEL DESCRIPTION (50-22-16-151-002):

**PART OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION
16, TOWN 01 NORTH, RANGE 08 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE
OF SAID SECTION 16;THENCE NORTH 89 DEGREES 37
MINUTES 30 SECONDS EAST 549.04 FEET FROM THE WEST 1/4
SECTION CORNER OF SAID SECTION 16; THENCE NORTH
PARALLEL TO THE WEST LINE OF SECTION 16, 695.98 FEET
TO THE SOUTHERLY LINE OF GRAND RIVER ROAD, THENCE
SOUTH 71 DEGREES 26 MINUTES EAST ALONG THE SOUTH
LINE OF SAID ROAD 208.16 FEET TO A POINT; THENCE
SOUTH PARALLEL WITH THE WEST SECTION LINE 625.3
FEET TO THE EAST AND WEST 1/4 LINE;THENCE SOUTH 89
DEGREES 37 MINUTES 30 SECONDS WEST ALONG SAID 1/4
LINE 197.50 FEET TO THE POINT OF BEGINNING.**

HIGHWAY EASEMENT LEGAL DESCRIPTION

**PART OF THE NORTHWEST 1/4 OF SECTION 16,TOWN 01
NORTH,RANGE 08 EAST,CITY OF NOVI, OAKLAND COUNTY,
MICHIGAN,MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**A PORTION OF THE PARENT PARCELLYING NORTH OF THE
LINES DESCRIBED BELOW:**

**COMMENCING AT THE WEST 1/4 OF SAID SECTION 16;THENCE
NORTH 02"31'26" WEST 776.94 FEET ALONG THE WEST LINE OF
SAID SECTION 16; THENCE SOUTH 83"32'17" EAST 554.41 FEET TO
THE POINT OF BEGINNING;THENCE SOUTH 74"54'48" EAST 106.73
FEET;THENCE SOUTH 79"28'29" EAST 37.17 FEET;THENCE
SOUTH 74"12'10" EAST 62.67 FEET TO THE POINT OF ENDING.**

CONTAINING 791 SQUARE FEET OR 0.02 ACRES OF LAND MORE OR LESS.

TEMPORARY GRADING EASEMENT LEGAL DESCRIPTION

THE NORTH 4 FEET OF THE PARENT PARCEL EXCEPT THE HIGHWAY EASEMENT DESCRIBED ABOVE. CONTAINING 216 SQUARE FEET OR 0.01 ACRES OF LAND MORE OR LESS.

BASIS OF BEARING STATEMENT

BEARING FOR THE PROPOSED EASEMENTS WERE BASED UPON GEODETIC OBSERVATIONS ON THE WEST LINE OF SECTION 16, TOWN 01 NORTH, RANGE 08 EAST.

- 2. Names of Property Owner: 47087 Grand River, LLC, a Michigan limited liability company
- 3. Names of each person, other than the Owners, having a potential interest in the property: Turowski-Novu, L.L.C. (lender)
- 4. Value of Easements based on Assessing Records:
 - Highway Easement: \$ 1,218.00
 - Temporary Construction Easement: \$ 27.00
- 5. The City of Novi reserves it rights to bring Federal or State cost recovery actions against the present owner of the property.

CITY OF NOVI

BY: _____

Peter Auger
City Manager

Dated: _____, 2015

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2015, by Peter Auger, as the City Manager, on behalf of the City of Novi.

Notary Public

County, Michigan
My Commission Expires: _____

Prepared by and when recorded return to:
Elizabeth K. Saarela (P 60265)
27555 Executive Drive Suite 250
Farmington Hills, Michigan 48331
Phone: (248) 489-4100
Tax Identification No. 50-22-16-151-002

AGREEMENT OF SALE
OFFER TO PURCHASE REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase a permanent Highway Easement and Temporary Construction Easement over real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-16-151-002):

PART OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION 16, TOWN 01 NORTH, RANGE 08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 16; THENCE NORTH 89 DEGREES 37 MINUTES 30 SECONDS EAST 549.04 FEET FROM THE WEST 1/4 SECTION CORNER OF SAID SECTION 16; THENCE NORTH PARALLEL TO THE WEST LINE OF SECTION 16, 695.98 FEET TO THE SOUTHERLY LINE OF GRAND RIVER ROAD, THENCE SOUTH 71 DEGREES 26 MINUTES EAST ALONG THE SOUTH LINE OF SAID ROAD 208.16 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE WEST SECTION LINE 625.3 FEET TO THE EAST AND WEST 1/4 LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS WEST ALONG SAID 1/4 LINE 197.50 FEET TO THE POINT OF BEGINNING.

HIGHWAY EASEMENT LEGAL DESCRIPTION

PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 01 NORTH, RANGE 08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE PARENT PARCELLYING NORTH OF THE LINES DESCRIBED BELOW:

COMMENCING AT THE WEST 1/4 OF SAID SECTION 16;THENCE NORTH 02°31'26" WEST 776.94 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE SOUTH 83°32'17" EAST 554.41 FEET TO THE POINT OF BEGINNING;THENCE SOUTH 74°54'48" EAST 106.73 FEET;THENCE SOUTH 79°28'29" EAST 37.17 FEET;THENCE SOUTH 74°12'10" EAST 62.67 FEET TO THE POINT OF ENDING.

CONTAINING 791 SQUARE FEET OR 0.02 ACRES OF LAND MORE OR LESS.

TEMPORARY GRADING EASEMENT LEGAL DESCRIPTION

THE NORTH 4 FEET OF THE PARENT PARCEL EXCEPT THE HIGHWAY EASEMENT DESCRIBED ABOVE. CONTAINING 216 SQUARE FEET OR 0.01 ACRES OF LAND MORE OR LESS.

BASIS OF BEARING STATEMENT

BEARING FOR THE PROPOSED EASEMENTS WERE BASED UPON GEODETIC OBSERVATIONS ON THE WEST LINE OF SECTION 16,TOWN 01 NORTH, RANGE 08

and to pay therefore the sum of One Thousand Two Hundred and Forty-Five (\$1,245.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the Highway Easement above
- (ii) Delivery of the Temporary Construction Easement above

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with the construction of a second eastbound turn lane on Grand River approaching Beck Road requiring the widening of Grand River and relocation of the existing pathway and utility poles along the frontage of the 47087 Grand River Property over, across, upon and through the above-described premises on New Court in the City of Novi, Michigan.

7. The City shall pay the cost of recording the permanent Highway Easement and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Seven (7) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 West Ten Mile Road, Novi, Michigan.

WITNESSES:

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: ROBERT J. GATT
Its: Mayor

By: MARYANNE CORNELIUS
Its: City Clerk

Dated: _____, 2015

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

SELLER:
47087 GRAND RIVER, LLC

By: _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2015