



CITY of NOVI CITY COUNCIL

Agenda Item M
April 13, 2015

SUBJECT: Approval of a revised Good Faith Offer reflecting updated sales data in the amount of \$4,640 for a highway easement and a temporary grading permit on the property owned by 47087 Grand River, LLC (parcel 22-16-151-002) for the relocation of the existing pathway and utility poles along the south side of Grand River for the widening of Grand River as part of the Eastbound Grand River Dual Left Turn at Beck Road project.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: *[Signature]*

BTC RJA

EXPENDITURE REQUIRED	\$ 4,640
AMOUNT BUDGETED	\$ 125,000
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. Three permanent easements and five temporary easements were required to facilitate the relocation of the existing pathway and utility poles required for this project. The original good faith offer for this easement was recently approved by City Council at the March 9, 2015 meeting.

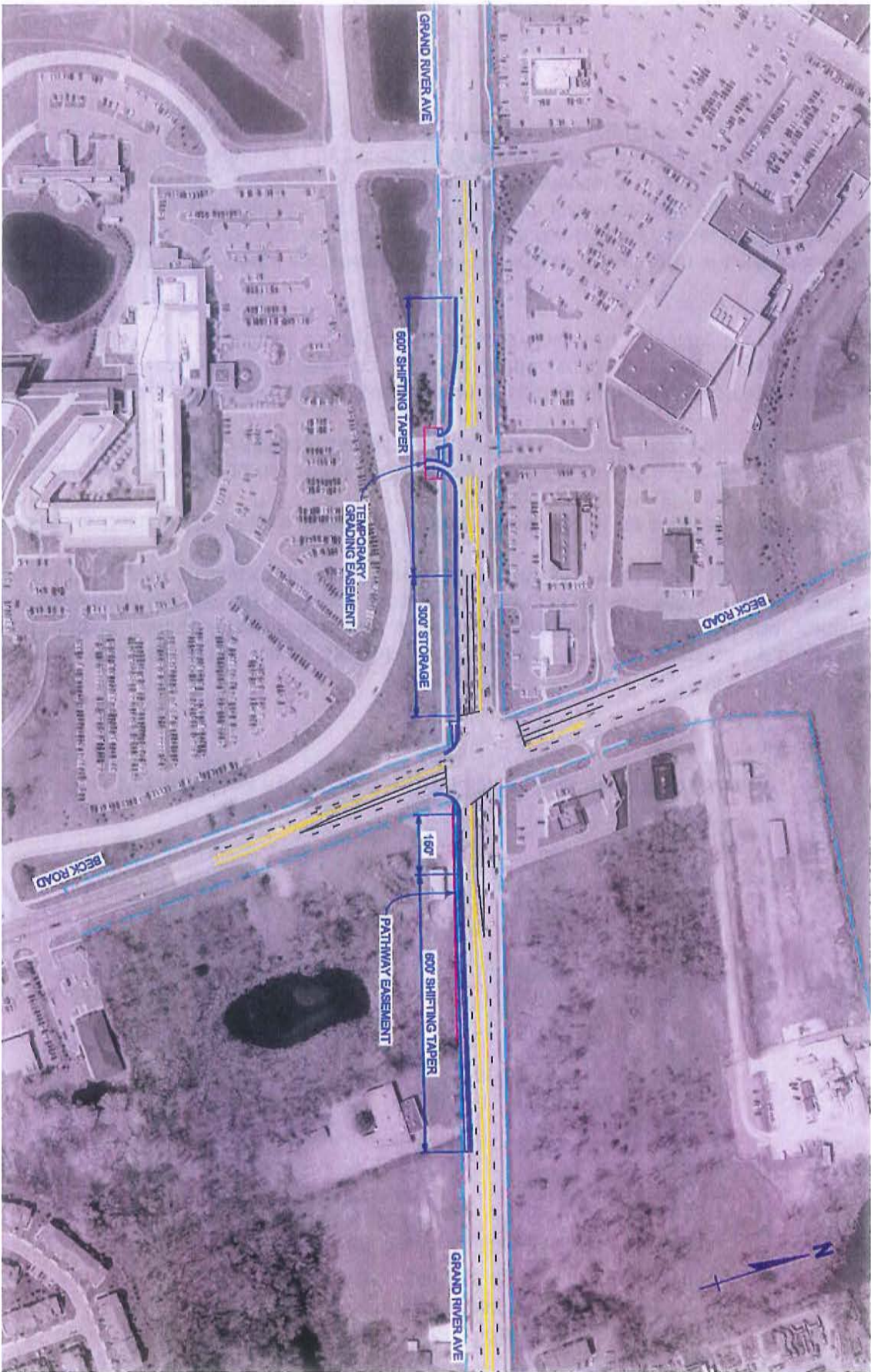
Engineering was recently able to make contact with the owners of the property at 47087 Grand River to discuss the acquisition of the highway easement and temporary grading permit that are required for this project. The property owners have indicated they will accept the modifications to their property, but also indicated they believe the easements requested are undervalued based on the City's initial offer. Therefore, they have presented a counter offer of \$4,640 for the easements, which is based on the owner's purchase price of the property, rather than the current assessed value. The City's original good faith offer was approved on March 9, 2015 in the amount of \$1,245 (there was a calculation error in the original motion sheet, therefore the original offer should have been \$2,522, rather than \$1,245 as indicated on the motion sheet). The revised offer of \$4,640 has been reviewed and is recommended for approval by the Engineering Division and the City Attorney's office.

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 a revised Good Faith Offer reflecting updated sales data in the amount of \$4,640 for a highway easement and a temporary grading permit on the property owned by 47087 Grand River, LLC (parcel 22-16-151-002) for the relocation of the existing pathway and utility poles along the south side of Grand River for the widening of Grand River as part of the Eastbound Grand River Dual Left Turn at Beck Road project.

	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				



JOB: 12944194
 DATE: 08/27/13
 SHEET: 1

GRAND RIVER AVENUE/BECK ROAD INTERSECTION
EAST BOUND GRAND RIVER DUAL LEFT TURN CONCEPT



FILE:		
AUTH	DATE	REVISION

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



1 inch = 160 feet

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.



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

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 Four Thousand Six Hundred and Forty (\$4,640.00) 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